

THIS ROAD MAINTENANCE AGREEMENT is made and entered into this 11th day of December 2013, by and between **C. JEFFREY STUMP**, Grantee and Grantor, party of the first part, and **WALTER G. CROCKETT, III**, Grantor and Grantee, party of the second part;

WITNESSETH:

WHEREAS, C. Jeffrey Stump is the current owner of a Lots 17A and 18A in Pleasant Acres Subdivision, described as Map No. 091-317 A, containing 2.705 acres and Map No. 091-318 A, containing 1.310 acres, both of which are both described on a survey dated June 1, 2011, prepared by Marvi D. Stine, Land Surveyor, a copy of which is survey is recorded in the Clerk's Office of the Circuit Court of Montgomery County, Virginia as Instrument No. 2011006839;

AND WHEREAS, Walter G. Crockett, III is the current owner of a Lots 4 and 5 in Pleasant Acres Subdivision, described as Map No. 091-3 4, containing 1.2787 acres and Map No. 091-5, containing 1.1920 acres, both of which are both described on a survey dated June 1, 2011, prepared by Mathews & Henegar, Land Surveyor, a copy of which is survey is recorded in the Clerk's Office of the Circuit Court of Montgomery County as a part of Instrument No. 2012010260;

AND WHEREAS, the above described lots have a right-of-way for ingress and egress to and from Plum Creek Road over and across the non-exclusive and perpetual 40 foot easement for access, known as Indigo Road, which is shown on the above-described plats; and

WHEREAS, the parties hereto desire to enter into an agreement in order to provide for the maintenance, repair, and upkeep of the aforesaid rights-of-way over and across Indigo Road.

NOW, THEREFORE, in consideration of the premises and mutual covenants provided herein, the parties agree as follows:

1. The parties hereby agree on behalf of themselves, their heirs, personal representatives, successors, and assigns, to maintain and repair the road to keep it in at least the same condition as it is presently found. The parties hereby agree to share equally in the cost of such maintenance and repair pursuant to the following terms and conditions.

2. The terms "maintenance" and "repair" shall include, but not be limited to, repairing the road surface, unplugging or opening culverts or drainpipes, and performing any and all other necessary work required to maintain the road in a condition that will allow for reasonable and safe access of standard passenger vehicles.

3. There shall be no obligation on the undersigned to upgrade the road to a better condition than exists on the date hereof; however, any party shall have the right to upgrade said road to a better condition at such party's sole expense.

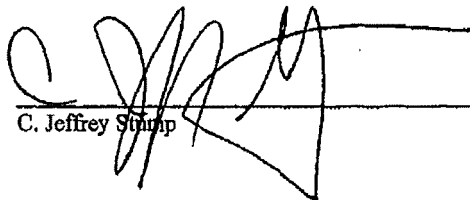
4. Each party hereby grants to the other party hereto a temporary construction easement across the parcel owned by such party for the purpose of maintaining, repairing, or upgrading the road, as provided for in this agreement.

5. The covenants set forth in this road maintenance agreement shall run with the land described above owned by the parties hereto, and shall be binding on the heirs, personal representatives, successors, and assigns of the parties hereto.

6. The rights-of-way which are the subject of this maintenance agreement are not dedicated to public use. It will not be maintained by the Montgomery County, Virginia, authorities or by the Virginia Highway and Transportation Department.

8. This road maintenance agreement contains the entire agreement between the parties hereto and shall be construed and interpreted according to the laws of the Commonwealth of Virginia.

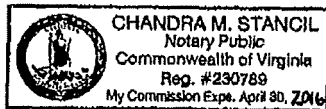
IN WITNESS WHEREOF, the parties hereto affix their signatures and seals below on the date first above written.


C. Jeffrey Stump (Seal)

STATE OF VIRGINIA
COUNTY / CITY OF Montgomery, TO-WIT:

The foregoing instrument was acknowledged before me this 11th day of December 2013 by C. Jeffrey Stump, Grantor and Grantee.

My commission expires April 30, 2016.




Notary Public

INSTRUMENT #13011891
RECORDED IN THE CLERK'S OFFICE OF
MONTGOMERY COUNTY ON
DECEMBER 26, 2013 AT 01:57PM

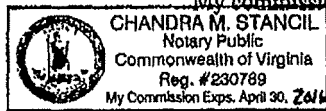
ERICA W. WILLIAMS, CLERK
RECORDED BY: CXW

W. G. Crockett III (Seal)
Walter G. Crockett, III

STATE OF VIRGINIA
COUNTY / CITY OF Montgomery, TO-WIT:

The foregoing instrument was acknowledged before me this 11th day of

December 2013 by Walter G. Crockett, III, Grantor and Grantee.



Chandra M. Stancil
Notary Public

INSTRUMENT #13011891
RECORDED IN THE CLERK'S OFFICE OF
MONTGOMERY COUNTY ON
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ERICA W. WILLIAMS, CLERK
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