



HIGHLANDS PRIVATE ROAD MAINTENANCE AGREEMENT

This Agreement dated the 25th day of February, 2016, by and between the undersigned parcel owners.

Prepared By & Return To:
James L. Griggs Jr.
6087 Snow Mountain Rd
Broad Run, VA 20137

EXAMINED &
RETURNED

- Christie M. Sharpe
6011 Fieldcrest Ln
PIN # 6997-52-7068-000

Susan Manning
6040 Fieldcrest Ln
PIN # 6997-41-5814-000

MARY L. GRIGGS
James L. Griggs Jr.
6087 Snow Mountain Rd
PIN # 6996-59-5526-000

JOLENE JESSICA GAYLE SLOAN
Jeffrey T. Gattozzi
6096 Misty Ridge Rd
PIN # 6997-40-4686-000

ANDREA M. ELEY
Kirk E. Eley
6139 Misty Ridge Rd
PIN # 6996-49-8572-000
- JAMES K. LEE
Luanne Lee
6006 Fieldcrest Ln
PIN # 6997-42-8490-000

LINDA M. BROWN
Russell R. Brown
6139 Snow Mountain Rd
PIN # 6997-50-1514-000

KARENA PEARSON
John D. Pearson
6212 Snow Mountain Rd
PIN # 6997-31-7157-000

JEANELLE CORBETT
Brendan Corbett
6208 Snow Mountain Rd
PIN # 6997-41-1547-000

RECITALS

WHEREAS, the undersigned Parcel Owners are the beneficiaries of the Private Roadway situated in Fauquier County, in the State of Virginia, in a community commonly known as The Highlands, and described as follows:

- The non state maintained portion of Snow Mountain Rd
(State Rt 829)
Misty Ridge Rd
Fieldcrest Ln

and

WHEREAS, the parties desire to enter into an agreement regarding the maintenance and improvements to the Private Roadway clarifying responsibilities initially stated in the original Deed of Easement dated June 1,

1975 between Fred Sharp Jr. and Joy Schultenbrandt recorded in Fauquier County deed book ~~326~~ on page ~~48~~, and
316 461

WHEREAS, It is also stated that there are parcel owners who are not signatories of this agreement who are also obligated to make payments and participate as described below. The execution of this agreement in no way relieves such owners from their obligations pursuant to the original Deed of Easement and any pertinent law regarding private road maintenance.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- 1. Vehicle and Pedestrian Access Easement.** The Private Roadway lies within a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners and their occupants, agents, employees, guests, services and emergency vehicles per the original Deed of Easement.
- 2. Utility Easement.** The Private Roadway lies within a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained per the original Deed of Easement.
- 3. Definition of a Parcel.** A parcel is defined as land within the Highlands Community having a certified survey map, a platted subdivision lot number, or a parcel identification number in the case of unplatted lands. Each parcel is assessed and granted (1) vote regardless of the number of owners. If a parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the Parcel Owner for purposes of this Agreement, and will be entitled to one collective vote (i.e. each parcel represents one vote in the matters covered by this Agreement).
- 4. Future Parcels.** Any additional parcels gaining access to the Private Roadway by way of splitting existing parcels will be bound by all terms and conditions of this agreement, and will be required to pay that portion of the maintenance costs as determined herein.
- 5. Private Roadway Maintenance.** Normal maintenance and improvements will be undertaken and made whenever necessary to maintain the Private

Roadway in good operating condition at all times and to insure the provision of safe access by owner, service, and emergency vehicles. Such maintenance shall include but not be limited to snow plowing, ditch and pothole repairs, signage, markings and regular road surface upkeep.

A majority vote of all parcel owners is required for any significant road improvement and to accept a bid for any road improvement contract. Before authorizing expenditures for road improvements, Parcel Owners will be notified, cost estimates will be provided, and a majority agreement will be documented.

If any Parcel Owner performs improvements, maintenance, repairs or replacements to the road without the majority approval of the other owners prior to performing such work, the owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. An emergency condition is defined as one that creates a serious and immediate hazard to those using the road or renders the road completely impassible.

If any Parcel Owner performs improvements, maintenance, repairs or replacements to the road with pre-approval of a majority of all Parcel Owners, the owner shall be entitled to reimbursement of actual costs (fuel, consumables, equipment rental, etc.) up to the pre-approved limit from available road funds. Reimbursement may include labor costs for the owners time at an hourly rate if agreed to by the majority of Parcel Owners.

A Parcel Owner seeking reimbursement must submit a claim in writing to the treasurer within 60 days of incurring the cost(s). Claims submitted beyond that time frame will not be paid.

6. Cost Sharing. Annual road maintenance costs shall be shared equally between the Parcel Owners. Should a special assessment be required to fund an improvement to the Private Roadway not able to be covered by the annual budget or reserves, a majority vote of the Parcel Owners shall be required, and such costs would be split equally among all Parcel Owners unless otherwise agreed to by a voting majority.

7. Treasurer. One or more treasurers shall be selected from among the Parcel Owners to track costs and collect funds. The treasurer position shall require a majority approval of Parcel Owners.

8. Checking Account. The treasurer shall establish and maintain a bank checking account and will prepare and distribute to the Parcel Owners an annual balance sheet and transaction history report, accounting for all funds received and disbursed.

9. Annual Payment. Annual payment of dues to be applied to maintenance costs will be made by each Parcel Owner on or before a date as specified by the majority of parcel owners to the designated treasurer for deposit into the road maintenance account. The annual dues amount and payment dates shall be set by majority vote of the Parcel Owners.

10. Effective Term. This Agreement shall be perpetual, and shall encumber and run with the land as long as the roadway remains private.

11. Binding Agreement. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, assigns and successors.

12. Amendment. The terms hereof shall not be amended or modified, except by written consent of the majority of Parcel Owners.

13. Enforcement. This agreement shall be enforceable by any Parcel Owner. Any enforcement action taken against a Parcel Owner for non-compliance with this agreement shall require a majority vote of all Parcel Owners. No Parcel Owner may exempt themselves from liability for their contribution towards the expenses by waiver of the use of the roadway or by abandonment of their parcel.

Once approved by a majority vote a collection of delinquent dues and/or assessments by suit at law or in equity may be pursued.

If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reimbursement of reasonable attorney fees and costs from the non prevailing party. In the event the party that commences the lawsuit does not prevail, the party shall be entitled to reimbursement of reasonable attorney fees and other related costs from the available road funds.

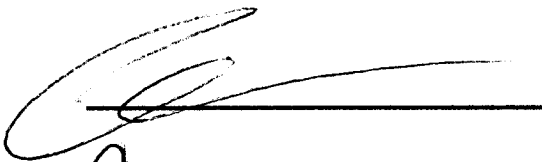
14. Notices. Parcel owners under the Agreement shall be notified by mail, email or in person of any meetings or material information relating to this agreement. If an address of a parcel owner is not known, a certified notice shall be mailed to the address to which the parcel owner's property tax bills are sent.

15. Invalidity. Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

16. Other Agreements. This Private Road Maintenance Agreement replaces and supersedes all previous recorded and unrecorded Road Maintenance Agreements regarding the described Private Roadway.

17. Recording This Document. This Private Road Maintenance Agreement and any amendments hereto shall be recorded among the land records of Fauquier County, Virginia.

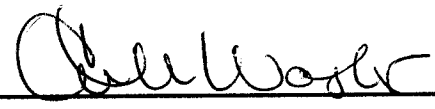
WITNESS the following signatures and Seals.

Signature(s): 
Printed Name(s): CHRISTIE M. SHARPE
Parcel Address: 6011 FIELDCREST LANE
BROAD RUN, VA 20137
Date Signed: 5/12/2016

Signature(s): _____
Printed Name(s): _____
Parcel Address: _____
Date Signed: _____

STATE OF VIRGINIA
COUNTY OF: FAUQUIER

The foregoing instrument was acknowledged before me this ^{12th} of MAY, 2016 by
CHRISTIE M. SHARPE name(s) of person's acknowledged.

 (SEAL)
Notary Public
My commission expires: 9/30/2018 *AWW*



Signature(s): X Luanne Lee
Printed Name(s): LUANNE LEE
Parcel Address: 6006 FIELDCREST LANE; BROAD RUN,
VA 20137
Date Signed: 2/25/2016

Signature(s): SUSAN W. MANNING
Printed Name(s): X Susan Manning
Parcel Address: 6040 FIELDCREST LANE; BROAD RUN,
VA 20137
Date Signed: 2/25/2016

STATE OF VIRGINIA
COUNTY OF: FAUQUIER

The foregoing instrument was acknowledged before me this (date) by 25th of Feb. 2016
LUANNE LEE + SUSAN W. MANNING name(s) of person's acknowledged.

[Signature] (SEAL)
Notary Public

My commission expires: 9/30/2018



Signature(s): *Russell R. Brown*
Printed Name(s): RUSSEL R. BROWN
Parcel Address: 6139 SNOW MOUNTAIN RD;
BROAD RUN, VA
Date Signed: 2/25/2016 20137

Signature(s): *J. L. Griggs, Jr.*
Printed Name(s): JAMES L. GRIGGS, JR.
Parcel Address: 6087 SNOW MOUNTAIN RD;
BROAD RUN,
Date Signed: 2/25/2016 VA
20137


STATE OF VIRGINIA
COUNTY OF: FAUQUIER

2/25/2016
The foregoing instrument was acknowledged before me this (date) by
RUSSEL R. BROWN AND JAMES L. GRIGGS, JR.
name(s) of person's acknowledged.

[Signature] (SEAL)
Notary Public

My commission expires: 9/30/2018

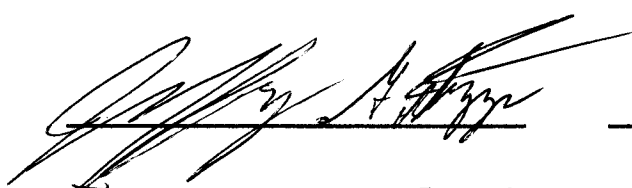


Signature(s): 

Printed Name(s): JOHN D. PEARSON

Parcel Address: 6212 SNOW MOUNTAIN RD;
BROAD RUN, VA 20137

Date Signed: 2/25/2016

Signature(s):  Jeffrey Gattozzi

Printed Name(s): JEFFREY T. GATTOZZI

Parcel Address: 6096 MISTY RIDGE RD; BROAD RUN,
VA 20137

Date Signed: 2/25/2016

STATE OF VIRGINIA
COUNTY OF: FAUQUIER

The foregoing instrument was acknowledged before me this 25th DAY OF FEB, 2016 by

JOHN D. PEARSON + JEFFREY T name(s) of person's acknowledged.
GATTOZZI

 (SEAL)

Notary Public

My commission expires: 9/30/2018



Signature(s): 

Printed Name(s): BRENDAN M. CORBETT

Parcel Address: 6208 SNOW MOUNTAIN RD, BROAD RUN, VA

Date Signed: 2/25/2016 20137

Signature(s): _____

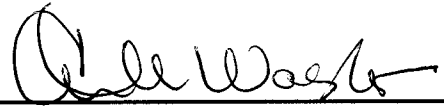
Printed Name(s): _____

Parcel Address: _____

Date Signed: _____

STATE OF VIRGINIA
COUNTY OF: FAUQUIER

The foregoing instrument was acknowledged before me this (date) by 2/25/16
BRENDAN M. CORBETT name(s) of person's acknowledged.

 (SEAL)
Notary Public

My commission expires: 9/30/2018



Signature(s): _____
Printed Name(s): _____
Parcel Address: _____
Date Signed: _____

Signature(s): Kirk E Eley _____
Printed Name(s): Kirk E Eley _____
Parcel Address: 6139 Misty Ridge Rd _____
Date Signed: March 1, 2016 _____

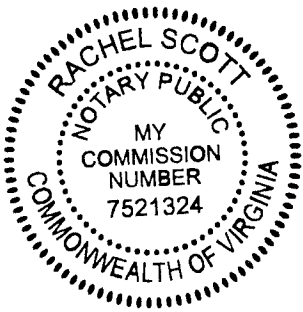
STATE OF VIRGINIA
COUNTY OF: ~~FAUQUIER~~ Prince William

March 1st, 2016

The foregoing instrument was acknowledged before me this (date) by

Kirk E. Eley name(s) of person's acknowledged.

Rachel Scott (SEAL)
Notary Public
Rachel Scott
My commission expires: 31 Jan 2020



RECORDED IN CLERK'S OFFICE OF
FAUQUIER ON
MAY 17, 2016 at 9:23:00 AM
AS REQUIRED BY VA CODE §58.1-802
STATE: \$0.00 LOCAL: \$0.00
FAUQUIER COUNTY, VA
GAIL H BARB CLERK OF CIRCUIT COURT

Gail H Barb

12