

*gravel Rd easement*

THIS DEED OF EASEMENT AND ROAD MAINTENANCE AGREEMENT, made and entered into this 14<sup>th</sup> day of March, 2002, by and between MCNEIL & GARDNER PARTNERSHIP, a partnership which is organized and existing under the laws of the Commonwealth of Virginia, party of the first part, Grantor/Grantee, and CLYDE R. MORRIS and DEAN R. MORRIS, husband and wife, JOSEPH CAMEY WADE and JUDITH M. WADE, husband and wife, MARY LEE MORRIS CARROLL, unmarried, parties of the second part, Grantees/Grantors,

WITNESSETH:

That for and in consideration of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged by the Grantor, the Grantor does hereby grant and convey and confirm unto CLYDE R. MORRIS, DEAN R. MORRIS, JOSEPH CAMEY WADE, JUDITH M. WADE and MARY LEE MORRIS CARROLL, their successors and assigns, the following described easement, to-wit:

A nonexclusive perpetual easement of right of way twenty-five feet (25') in width, being twelve and one-half feet (12.5') on either side of the centerline of the existing gravel road which lies upon the land of the party of the party of the first part between Blue Springs Road (VA RTE 620) and the land of Clyde R. Morris and Dean R. Morris.

The dominant tenements which the foregoing easement shall serve are the land acquired by Clyde R. Morris and Dean R. Morris by deed from Almey P. Morris dated February 16, 1972, which deed is of record in the Office of the Clerk of the Circuit Court of Montgomery County, Virginia, in Deed Book 319, page 544; the lands acquired by Joseph Camey Wade and Judith M. Wade by deed from Almay P. Morris dated May 8, 1995, which deed is of record in the aforesaid Clerk's Office in Deed Book 874, page 85; and, the land acquired by Mary Lee Morris Carroll by deed from Mary Lee Morris Carroll, Vickie Lynn Carrol Clauer and Phillip John Clauer, dated May 21, 1997 which deed is of record in the aforesaid Clerk's Office in Deed Book 959, page 4.

The servient tenement upon which the above mentioned easement lies is the land of the party of the first part lying to the East of Virginia State Secondary Route 620 (Blue Springs Road), more particularly described in a certain deed dated the 1st day of July 1970 from Ivan Hedge, *et als.* to Chester J. York and Wynnell H. York, which deed is recorded in the Clerk's Office of the Circuit Court for Montgomery County, Virginia in Deed Book 303, page 544.

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The parties of the second part agree to hold the party of the first part harmless from any liability, responsibility or damages caused by reason of the granting or use of the easement by the parties of the second part, their heirs, successors or assigns.

This easement is granted together with the right for parties of the second part to maintain said easement in its current condition.

The easement conveyed herein shall run with the lands.

The parties hereto acknowledge that the party of the first part herein have the right, at any time hereafter, to petition the Circuit Court of Montgomery County, Virginia for the relocation of the herein described easement in accordance with §55-50 Code of Virginia, 1950, as amended.

***FURTHER WITNESSETH:***

That for and consideration of the mutual benefits which the parties hereto will realize as a result of this Road Maintenance Agreement, the parties hereto hereby agree for themselves, their successors and assigns, to be liable, as hereinafter provided, for necessary repairs and maintenance of the roadway located upon aforesaid right of way easement. The liability mentioned herein shall be limited to payment for repairs and maintenance which are performed for the purpose of preserving or restoring said roadway to the condition in which it currently exists. The amount which each landowner shall pay shall be based upon the number of residences located upon his or her property, provided the occupants of said residence utilize the roadway for ingress and egress to said residence. The amount which each landowner shall pay shall be determined by dividing the number of residences located upon said landowner's land (as above provided), by the total number of residences on all of the herein referenced parcels of the parties hereto (as above provided) and thereupon multiplying said fraction by the total cost of the maintenance or repair. In the event any party or their guests damage the roadway, said party shall be responsible for the cost of any necessary related repairs.

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