

Tax Map No. 140-A 15, 14 (3)
Parcel ID No. 000448

ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT, made this _____ day of July, 2026,
by and between **MURIEL G. ALDERMAN**, Trustee of the **MURIEL G. ALDERMAN**
TRUST, dated March 23, 2017, referred to as "Owner".

WITNESSETH:

WHEREAS, Owner is the sole owner of that real estate located in the Riner
Magisterial District of Montgomery County, Virginia, being Tract 1 containing 5.081 acres,
more or less, and Tract 2 containing 6.461 acres, more or less, as shown on that plat of survey
prepared by Deborah L. Quesenberry, L.S., dated June 3, 2026, Job No. 5433-West, said plat
being of record in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, as
Instrument No. _____; and

WHEREAS, the tracts were acquired by Owner by that Deed of Gift dated March 23,
2017 of record in the aforesaid Clerk's Office as Instrument No. 170002767; and

WHEREAS, Owner has subdivided her property as shown on the aforesaid plats of
survey of record in the aforesaid Clerk's Office at Instrument No. _____; and

WHEREAS, Owner has established a nonexclusive 40' wide easement along the "New
40' R/W" private access easement for ingress and egress to and from Virginia Secondary
Route No. 617 (Brush Creek Road) over Tract 1 for the benefit of Tract 2, as shown on the
aforesaid plat, for the benefit of the owners and heirs, successors and assigns of all tracts; and

WHEREAS, Owner desires to provide for the maintenance, repair, and upkeep of the
aforesaid "New 40' R/W."

NOW THEREFORE, maintenance for the aforesaid road shall be as follows:

1. Muriel G. Alderman, Trustee of the Muriel G. Alderman Trust is the current owner of Tract 1, containing 5.081 acres and Tract 2, containing 6.461 acres ("subdivided tracts").
2. The new owners of the subdivided tracts shall agree to jointly and equally maintain the easement in its present condition and to equally pay for any expense to repair or maintain the road, with a \$500 annual maximum, provided such maintenance and expense is necessary for vehicular access to the subdivided tracts.
3. Owner, as long as she still owns any of the subdivided tracts, and future owners shall be individually responsible for repairs to the road caused by such owner or owner's guests, contractors, or invitees.
4. Owner, as long as she still owns any of the subdivided tracts, and future owners of the subdivided tracts shall pay an annual fee of \$500 per tract for road maintenance.
5. Once the subdivided tracts have been sold, the majority of the lot owners may elect or appoint a lot owner to manage such funds. At the end of each year, any remaining balance shall carry over to the next year. The elected/appointed lot owner shall have the ability to recommend a decrease or increase in the amount paid per year, to be approved by a majority of the lot owners.
6. The road described herein is for the perpetual use of the Owner and future owners, and the covenants set forth herein shall run with the land and shall be binding upon their heirs, successors and assigns. Should any party opt out of this Road Maintenance Agreement, he or she shall have no right to use the common road and he or she, or his/her heirs, successors and assigns, forever RELEASES and waives any easements and right of ways reserved for ingress and egress unto their tract.

Shortt & Murrell, P.C.

~ Law Firm ~

108 South Locust Street • P.O. Box 900 • Floyd, Virginia 24091

Tel (540) 745-3131 • Fax (540) 745-2999

WITNESS the following signature and seal:

Muriel G. Alderman Trust

Muriel G. Alderman, Trustee

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was subscribed and sworn before me this _____ day of August,
2026 by Muriel G. Alderman, Trustee.

Notary Signature

Notary's Registration Number: _____

My Commission Expires:

Notary Public (SEAL)