

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20____, by and between _____, _____, _____, _____ and _____ (Attach Addendum listing additional parties if needed)

WHEREAS, the attached Exhibit A lists all the owners of property abutting the roadway known as _____; and

WHEREAS, in order to protect the value of our property and to provide a safe and accessible ingress and egress to our property it is essential that the roadway known as _____ be maintained by the owners of property abutting the said road.

NOW, THEREFORE, WITNESSETH:

In consideration of the mutual covenants herein contained and the benefits to be derived from this agreement, the parties hereto agree as follows:

- (1) That each owner whose signature appears below agrees to repair and maintain the said _____, and to share equally the cost of said repairs and maintenance.
- (2) That each owner hereto covenants and agrees that this Agreement is to be recorded in the County Clerk's Office in _____ County, West Virginia, to bind these owners of the said adjacent property, their heirs and assigns, as a covenant running with their respective property. It is the intention of all the signatories to this Agreement that reference to this Maintenance Agreement shall be incorporated as a covenant in any Deed of Conveyance of their respective properties.
- (3) In determining the amount of said maintenance and when said maintenance and repairs are to be made, a majority of said signatories or their heirs or assigns shall be determinative.
- (4) Any proportionate share of the costs of said repairs and maintenance which are not paid within thirty (30) days of when due are delinquent. If not paid in that thirty (30) days, any party or parties to this Maintenance Agreement, their heirs or assigns, may bring an action at law against the delinquent property owner(s), and the interest, costs and reasonable attorney's fees of any such action shall be added to the amount of the proportionate costs of such repairs

and maintenance. It is hereby agreed that nonuse of the roadway is not a valid defense to the obligation to share in the costs of the repairs and maintenance.

- (5) As any time the said roadway is taken into the State, County, or municipality road system, this Agreement shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 20____.

STATE OF WEST VIRGINIA,
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

My commission expires _____.

NOTARY PUBLIC

STATE OF WEST VIRGINIA,
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____,
20____.

My commission expires _____.

NOTARY PUBLIC

STATE OF WEST VIRGINIA,
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____,
20____.

My commission expires _____.

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COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____,
20____.

My commission expires _____.

NOTARY PUBLIC

STATE OF WEST VIRGINIA,
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____,
20____.

My commission expires _____.

NOTARY PUBLIC

EXHIBIT A

Below is a list of all property owners abutting the roadway know as _____:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____