

BEECHWOOD ROAD MAINTENANCE AGREEMENT

An Agreement made this original date of _____, 2016, applicable to the undersigned property owners and users,

RECITALS

WHEREAS, Beechwood Road is a private roadway situated in the Lewisburg District, County of Greenbrier, State of West Virginia, and

WHEREAS, Beechwood Road is a thirty-five (35) foot wide right of way for purposes of ingress and egress from West Virginia State Local Service Route 60/17 to and from Beechwood Hill Subdivision; and

WHEREAS, a portion of Beechwood Road right of way is the same as conveyed by deed from John P. Combs and Margaret C. Combs, dated January 4, 1996, and of record in Deed Book 435 at Page 54; and

WHEREAS, the undersigned property owners are the lawful users of Beechwood Road situated in the Lewisburg District, County of Greenbrier, State of West Virginia.

WHEREAS, a purported Road Maintenance Agreement dated the 5th day of April, 1996, was referenced and incorporated into some of the Beechwood Hill property conveyances, however said agreement was not included or referenced in all property conveyances and was not recorded and made of record in the office of the Clerk of Greenbrier County; and

WHEREAS, all of the current property owners of Beechwood Hill desire to enter into an Agreement regarding the costs of maintenance and improvements to Beechwood Road; and

WHEREAS, it is agreed that this executed Beechwood Road Maintenance Agreement shall be recorded in the office of the Clerk of Greenbrier County, West Virginia, and that future parcel owners or users will be bound by all of the terms and conditions of this agreement;

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Vehicle and Pedestrian Access Easement. The Beechwood Roadway Property shall be subject to 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.

2. Utility Easement. The Roadway Property shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting below ground public utilities to be installed and maintained.

3. Road Maintenance. Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access by emergency vehicles. A majority vote of parcel owners is required for any road improvements and to accept the bid for any road improvement contract. Before authorizing expenditures for future road improvements, parcel owners will be notified in

writing of the cost estimates and a majority agreement will be required. If any parcel owner performs improvements, maintenance, repairs or replacements without the majority approval of the other lot owners prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof.

4. Parking. For the safety of the residents, no machinery, trailers, vehicles or other property may be stored or parked upon the Private Road except parking of vehicles for limited periods of time (not to exceed twelve hours).

5. Cost Sharing. Road maintenance, snowplowing and road improvement costs shall be shared on a pro-rata basis between the parcel owners sharing access to the above mentioned road.

6. Prepayment. Prepayment of maintenance, snowplowing and improvement costs will be made to the road maintenance account by each property owner. Annually, on or before a date as specified by the majority of parcel owners, each parcel owner will contribute their pro-rated share of the estimated annual cost for road maintenance, road improvements, and annual snow removal.

7. Definition of a Parcel. A parcel is defined as a land entity having 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). If an individual or entity owns more than one parcel at the time of execution of this agreement then the owner shall pay the full pro-rata share on the first parcel only. If after execution of this agreement any multiple parcel owner(s) shall sell any or all of their parcels, then thereafter each parcel owner shall be entitled to one vote and shall be responsible for the full pro-rata share on each parcel regardless of the number of parcels owned.

8. Snow Plowing. Beechwood Road shall be snowplowed so as to permit year round access. The cost shall be shared by the parcel owners as indicated in Paragraph No. 6 above. Individual driveway snow plowing shall not be included in the pro-rata cost sharing, but if desired, will be invoiced separately to the parcel owner directly by the snow plow contractor.

9. Checking Account. The parties to this Road Agreement shall establish and maintain a bank checking account with a local bank, and will prepare and distribute to the herein affected parcel owners an annual income and expense report and a yearend balance sheet, accounting for all funds received and disbursed.

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

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

12. Enforcement. This Agreement may be enforced by a majority of parcel owners. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.

13. **Notices.** Parcel owners under the Agreement shall be notified by mail or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

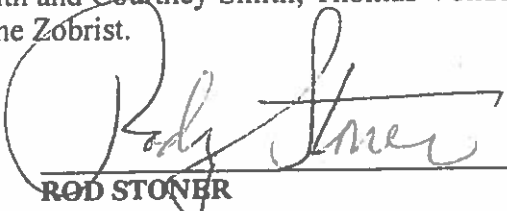
14. **Invalidity.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

15. **Other Agreements.** This Beechwood Road Maintenance Agreement shall supplement any previous Private Road Maintenance Agreements regarding the described Private Road.

16. **Recording This Document.** Original and amended copies of this document, including added signatures, shall be recorded with the Clerk of the Greenbrier County Commission.

17. **Owners of Beechwood Properties.** Parcel owners of Beechwood properties at the time of executing this agreement are as follows: Rod Stoner and Donna Stoner; Jane Blake; John Bell and Ann Bell; Irmgard Booth; Joan Campbell; Coy Flowers and Jonathan Hemby; Lee A. Hancock; Suzanne P. Hancock; Roger A. Holiday and Sarah Holiday; Thomas F. Mann and Laura Mann; Julia McMurray; Roger Smith and Courtney Smith; Thomas Vondohlen and Renee Vondohlen; and Duane Zobrist and Darlene Zobrist.

Signed,

 (Seal)
ROD STONER

 (Seal)
DONNA STONER

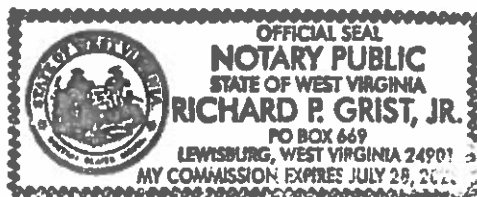
STATE OF WEST VIRGINIA,

COUNTY OF GREENBRIER, to-wit:

I, the undersigned, a Notary Public, in and for the county and state aforesaid do hereby certify that **ROD STONER and DONNA STONER**, whose names are signed to the foregoing writing, have each this day acknowledged the same before me in my said County and State aforesaid.

Given under my hand and seal this the 13 day of ~~January~~^{February}, 2016.

(Seal)




Notary Public

My commission expires: July 28, 2023