

BK 1630PG1526

BK 1636PG0688

13282'99AUG18 18:35

Document Prepared By:
 Burton L. Albert, Esq.
 Tax Map Nos. 85.04-1-11.1 and 85.04-1-11.2

16364'99SEP30 13:09

CORRECTED
 THIS /ROAD MAINTENANCE AGREEMENT, made and entered into
 this 2nd day of August, 1999, by and between Bryan S. UNDERWOOD and
 Christy C. UNDERWOOD, husband and wife, parties of the first part;
 and Sterling L. SIMMONS and Janice M. SIMMONS, husband and wife,
 parties of the second part.

W I T N E S S E T H :

THAT WHEREAS, the parties of the first part are the
 owners of property known as ^{NEW TRACT B-1} ~~17592~~ Mt. Chestnut Road, Roanoke,
 Virginia, located to the north of State ^{Secondary} ~~Scottdale~~ Route 692 in
 Roanoke County, Virginia; and

WHEREAS, the parties of the second part also own property
 located adjacent to the property of the parties of the first part;
 and

WHEREAS, the parties gain access to their respective
 properties from a private road shown on a map of record in the
 Clerk's Office of the Circuit Court of Roanoke County, Virginia, in
 Plat Book 16, page 125, and as shown on a plat of survey dated July
 7, 1999, prepared by Jack G. Bess, L.S., of record in the Clerk's
 Office aforesaid immediately prior to this instrument; and

WHEREAS, the parties desire to enter into an agreement
 setting forth their respective obligations with regard to the
 maintenance of the aforesaid private road as shown on the plats
 hereinabove described.

NOW, THEREFORE, the parties declare and covenant as

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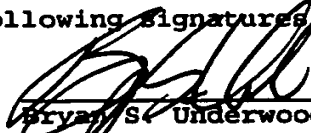
follows:

1. The parties shall divide all of the costs of repair and maintenance of the private road in its present condition and for the removal of snow for snowfalls in excess of six inches (6") and for the clearing of debris therefrom, all of which costs shall be prorated as to that portion of the private road which is used by any party.

2. If any debris removal or snow removal is completed by one party, the other party shall pay the costs thereof within thirty (30) days after a bill for such services has been submitted. If the amounts so due are not paid within said time period, then the party performing the work may bring an action at law against the non-paying party for recovery of said costs.

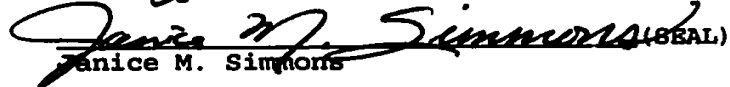
3. This agreement shall inure to and be binding upon the parties hereto, their heirs, executors, administrators and assigns.

WITNESS the following signatures and seals:

 _____ (SEAL)
Bryan S. Underwood

 _____ (SEAL)
Christy C. Underwood

 _____ (SEAL)
Sterling L. Simmons

 _____ (SEAL)
Janice M. Simmons

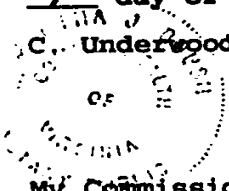
BK 1630PG1528

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STATE OF VIRGINIA

CITY/COUNTY OF Roanoke, to-wit:

The foregoing instrument was acknowledged before me this 9th day of August, 1999, by Bryan S. Underwood and Christy C. Underwood.



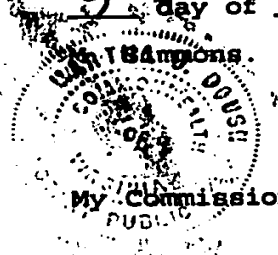
Marta J. Gensh
Notary Public

My Commission expires: 2/28/2001

STATE OF VIRGINIA

CITY/COUNTY OF Roanoke, to-wit:

The foregoing instrument was acknowledged before me this 9th day of August, 1999, by Sterling L. Simmons and Janice L. Simmons.



Marta J. Gensh
Notary Public

My Commission expires: 2/28/2001

INSTRUMENT #9913282
RECORDED IN THE CLERK'S OFFICE OF
ROANOKE COUNTY ON
AUGUST 10, 1999 AT 10:35AM
STEVEN A. MCGRAW, CLERK

3 BY: John P. Krista (DC)
John P. Krista

BK 1636P60691

INSTRUMENT #9916364
RECORDED IN THE CLERK'S OFFICE OF
ROANOKE COUNTY ON
SEPTEMBER 30, 1999 AT 01:09PM
STEVEN A. MCGRAW, CLERK

BY: Rebecca Fay Mahone (DC)
Rebecca Fay Mahone