Prepared by _____
Albemarle County Tax Map ***03100-00-00-021A2***
Albemarle County Tax Map ***03100-00-00-021A3***

DECLARATION

The PRIVATE STREET MAINTENANCE AGREEMENT (hereinafter, the "Agreement") is made this day ___ of _____ 2021, by **FOSTER'S WELL & PUMP CO., INC.** (hereinafter, the "Declarant"), whose address is **P.O. BOX 260 EARLYSVILLE, VA, 22938**.

WHEREAS, the Declarant is the owner of the parcels of land known as Albemarle County Tax Map 31. Parcel 21A2 and Albemarle County Tax Map 31. Parcel 21A3 pursuant to the plat/deed in Deed Book 5175, Page 566; and

WHEREAS, The boundaries for Tax Map 31, Parcel 21A2 and Tax Map 31, Parcel 21A3 have been adjusted by the Declarant, to contain 1,663 and 1.597 acres respectively, as shown and described on a plat by Meridian Planning Group, dated February 16, 2021, a copy of which is hereto attached and made part of this Agreement (hereinafter, the "Plat"); and

WHEREAS, the access easement shown on the Plat will be a new 40' foot non-exclusive ingress and egress easement (hereinafter, the "Street") for the use and benefit of Tax Map 31, Parcel 21A2 and Tax Map 31, Parcel 21A3 shown on the Plat.

NOW, THEREFORE, for and in consideration of the premises and the undertakings contained herein, the Declarant hereby imposes upon Tax Map 31, Parcel 21A2 and Tax Map 31, Parcel 21A3 a Street to be maintained as follows:

MINIMUM STANDARD: The Street shall be maintained with a minimum 24' wide paved asphalt road with curb and gutter**,** and maintained in perpetuity to substantially the same condition it was in when approved by the County. The travelway shall at all times be maintained so that it is safe and convenient for passenger automobiles and emergency vehicles at all times except in severe temporary weather conditions.

MAINTENANCE: For purposes of this instrument, 'maintenance', includes the maintenance of the private streets or alleys, and all curbs, curbs and gutters, drainage facilities, utilities, dams, bridges and other private street improvements, and the prompt removal of snow, water, debris, or any other obstruction so as to keep the private street or alley reasonably open for usage by all vehicles, including emergency services vehicles. The term "to maintain," or any derivation of that verb, includes the maintenance, replacement, reconstruction and correction of defects or damage.

COST OF MAINTENANCE: The owners of Tax Map 31, Parcel 21A2 and Tax Map 31, Parcel 21A3 shall be equally responsible for the cost of the maintenance of, and or repair

to the Street, from Intersection with State Route 660 to the end of the private street. Any further division of Tax Map 31, Parcel 21A2 and Tax Map 31, Parcel 21A3 shall require the reassessment of cost to be equally shared by all owners using of the Street. **No public agency, including the Virginia Department of Transportation and the County of Albemarle, Virginia, will be responsible for maintaining any improvement identified herein.**

WHEN TO MAINTAIN: After the initial construction of the Street, any further construction, maintenance or repair shall be undertaken only with the mutual consent of all owners, provided that in the event that one of the owners determines that the Street is not safe and convenient for passenger automobiles and emergency vehicles at all times except in severe temporary weather conditions and such owner gives 30 days prior written notice to all other owners using the Street, such owner may commence or contract for maintenance or repair to bring the Street to the minimum standard and the charges therefore shall be the responsibility of all owners using the Street.

DEFAULTING OWNER(S): If any owner shall fail to pay his/her proportionate share of the costs of maintenance or repair for which he/she is responsible, as provided hereinabove, any other owner not in default, or the person or corporation performing such maintenance, may after 30 days written notice to the defaulting parcel owner(s) bring an action of law against each defaulting parcel owner in a court of competent jurisdiction and/or may record in the Clerk's Office of the Circuit Court of Albemarle County, a Notice of Lien against all of the said defaulting parcel owners to secure the payment of the assessment of a parcel failing to pay his/her proportional share of maintenance or repair. The amount due by any delinquent Owner shall bear interest at the maximum judgment rate provided by law from the date of completion of the maintenance; and the delinquent Owner shall be liable to pay all costs of collection, including reasonable attorney's fees.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on its behalf by its duly authorized agent.

BY: _____
Donnie Foster

STATE OF VIRGINIA AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing Declaration was acknowledged before me this ____ day of _____, 2021, by **Donnie Foster**.

_____
Notary Public

My commission expires:_____