

INTERIM ROAD MAINTENANCE AGREEMENT FOR _____
SUBDIVISION WITH INTERNAL STREETS DESIGNATED FOR ACCEPTANCE INTO
THE STATE SECONDARY ROAD SYSTEM

THIS INTERIM ROAD MAINTENANCE AGREEMENT dated this _____ day of

_____, 20_____, is by and between _____ (Land Owner) and Louisa County, Virginia, a political subdivision of the Commonwealth exercising its powers by and through its Board of Supervisors ("the County").

WHEREAS, the Land Owner is the owner of _____ subdivision, _____ Magisterial District, Louisa County, Virginia ("the Lots"); and

WHEREAS, the access to the aforementioned lots is over, along, and across _____ (name of roads) _____ "Roads" as shown on the plat of survey for _____ subdivision; which is attached hereto and made a part hereof; and

WHEREAS, the Land Owner desires to provide for the construction, care, maintenance, upkeep and repair of the Road(s) and for the benefit of future lot owners *until such time* as the Roads and the internal subdivision streets ("the subdivision streets") shown on a plat survey titled Subdivision Plat of _____ prepared by _____ and dated _____ are accepted by the Commonwealth of Virginia into the state secondary road system ("the Date of Acceptance").

Now therefore the Land Owner and the County agree that:

1. The Lots are served by the Roads, privately maintained roads which will not be maintained by the state or County.
2. The Land Owner understands that school bus service is not provided by the Louisa County School Division along private roads, lanes, or streets.
3. The Land Owner understands that United States Postal Service is not provided along private roads, lanes, or streets.
4. The expense and responsibility for maintaining the Road and the subdivision streets will be paid for and borne by the Land Owner or his assigns under this Agreement. The Land Owner may assign its obligations under this Agreement with written permission from the County, which will not be unreasonably withheld.
5. It is the responsibility of the Land Owner to undertake construction and subsequent maintenance, if any, of the roads. On purchase of any of the Lots by any person prior to the Date of Acceptance, the Land Owner must provide the buyer with a copy of this Agreement.
6. In addition, the Land Owner will maintain roads and provide for snow removal. Snow plowing shall be required when there has been an average accumulation of four inches or

more and shall continue until roads are cleared to a maximum average depth of four inches. Snow plowing shall commence no later than six hours after the snow has ceased falling or two hours after dawn, whichever time is the later.

7. The County or its representative may inspect the Road and the subdivision streets at any time for compliance with the terms of this Agreement.
8. In event of any failure by the Land Owner in the performance of any term of this Agreement, the County, after providing 30 days' notice and opportunity to cure, may perform necessary maintenance or repairs. All costs expended by the County will constitute a lien on the Lots. However, nothing herein should be construed to obligate the County to maintain the Road and the subdivision streets.
9. This Agreement is a covenant that runs with the land, and inures to the benefit of and will be binding on the Land Owner and the County, their heirs and assigns, and all subsequent owners of the Lots, until the Date of Acceptance.
10. On execution, the Land Owner will record this Agreement among the land records of Louisa County, Virginia, at its own expense.
11. This Agreement will terminate only by written agreement signed by the Land Owner and the County.
12. Invalidation of any provision of this Agreement by judgment or decree of Court will not affect any of the other provisions of this Agreement, but the remainder will continue in full force and effect.

IN WITNESS WHEREOF, the Land Owner has caused this Agreement to be signed in its names by a duly authorized person.

SIGNATURES ON THE FOLLOWING PAGES

Name of Corporation/Partnership/LLC

BY: _____

Signature of the Authorized Person to Sign
For the Corporation/Partnership/LLC

Its: _____

Title of the Authorized Person to Sign
For the Corporation/Partnership/LLC

STATE OF _____

CITY/COUNTY OF _____: to wit:

The foregoing agreement was acknowledged this _____ day of
_____, 20____, by _____ (owner(s))
who is the _____ of the corporation/partnership/LLC (if
applicable) _____ (title).

Notary Public

My Commission Expires:
Registration No.:

(sign) Individual Owner

(sign) Individual Owner

STATE OF _____

CITY/COUNTY OF _____ : to wit:

The foregoing agreement was acknowledged this the _____ day of
_____, 20_____, by _____ (individual
owner(s)).

Notary Public

My Commission Expires:
Registration No.:

COUNTY OF _____, VIRGINIA

By: _____

STATE OF _____

CITY/COUNTY OF _____: to wit:

The foregoing agreement was acknowledged this the _____ day of
_____, 20____, by _____.

Notary Public

My Commission Expires:

Registration No.:

APPROVAL AS TO FORM:

COUNTY ATTORNEY