

this described below Agreement to subdivided lots or the subdivision refer to lots subdivided at any time from the real property described in this paragraphs 1 and 2 of this Agreement.

3. The Property Owner and POA shall maintain the Roads in good condition as private roads for ingress and egress for motor vehicles and emergency vehicles to all lots the Roads serve, including lots subdivided at any time from the real property described in paragraph 2 above, and shall be responsible and liable for the Roads' perpetual care and maintenance so that neither Aiken County, South Carolina, nor the State of South Carolina will be, or will be held to be, responsible or liable for the Roads or any use of the Roads by any person or emergency service.

4. The Property Owner and POA, jointly and severally, agree to and shall indemnify Aiken County for and hold it harmless from all losses, expenses, damages, judgments, actions, claims and liabilities arising in any way from the existence, use, operation or condition of the Roads or related stormwater and utility easements, facilities and appurtenances.

5. If, for whatever reason, Aiken County is asked to accept maintenance of the Roads, the Property Owner and POA will be responsible for bringing the Roads up to the then existing standards of a public road as required by Aiken County as a condition of consideration of acceptance of the Roads by Aiken County. Aiken County may in its discretion decline to accept the Roads or place conditions on such acceptance.

6. All deeds conveying lots subdivided from the real property described in paragraphs 1 and 2 above shall include a provision identifying this Private Road Maintenance Agreement and stating the book and page number where this Private Road Maintenance Agreement is recorded with the Aiken County RMC Office.

7. This Agreement is binding upon the Property Owner and the Property Owner's grantees, successors, and assigns to any part of the real property described in paragraphs 1 and 2 above, and shall run with the land and shall also be binding on all persons having any right, title or interest in all or any part of the Roads. This Agreement also is binding upon the POA and its successors and assigns.

8. Upon both (a) the Property Owner recording a deed with Aiken County RMC Office conveying all of its right, title and interest to the Roads to the POA and (b) the POA recording with the Aiken County RMC Office a statement certifying the acceptance by it of the conveyance of the Roads to it together with a resolution adopted by the Board of Directors of the POA to that effect which resolution shall further state that the POA accepts all obligations of the Property Owner under this Private Road Maintenance Agreement, the Property Owner shall be released prospectively as a party to this Agreement.

IN WITNESS WHEREOF, the Property Owner and POA have hereto set their hands and seals this 15th day of October, 2018.

[Separate Signature Pages Follow]

