2018025137

AGREEMENT
RECORDING FEES \$11.00
PRESENTED & RECORDED:

10-17-2018 09:53 AM

JUDITH WARNER
REGISTER OF MESSIE CONVEYANCE
AIKEN COUNTY, SC
BY: JULIE STUTTS DEPUTY RMC

BK: RB 4745
PG: 2366 - 2370

STATE OF SOUTH CAROLINA)	PRIVATE ROAD MAINTENANCE
)	AGREEMENT
COUNTY OF AIKEN)	

WHEREAS, Storm Branch Equestrian Clubs, LLC, (the "Property Owner") is the owner in fee simple of the parcel of real property described in paragraphs 1 and 2 below on which certain roads are located, and Twin Silos Property Owners Association, Inc., (the "POA") has an interest in and obligation for the maintenance of those roads by virtue of the Amended and Restated Covenants for Twin Silos identified below in paragraph 2; and

WHEREAS, the Property Owner and POA desire to enter into a Private Road Maintenance Agreement (the "Agreement") for two private roads named Cowdrey Park Road (P-1362) and Silos Road (P-1363) in Aiken County (the "Roads"); and

WHEREAS, pursuant to the Aiken County, South Carolina Land Management Regulations and state and local ordinances, the Property Owner must enter into a Private Road Maintenance Agreement that provides for the perpetual private maintenance of the Roads by the Property Owner prior to approval by Aiken County of the proposed further subdivision of the below described real property on which the private Roads are located; and

WHEREAS, the term "Aiken County" as used herein refers to Aiken County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina.

NOW, THEREFORE, know all persons by these presents, the Property Owner and POA, in consideration of the benefits to the Property Owner and POA, the receipt and sufficiency of which are hereby acknowledged, hereby covenant and agree as follows:

- I. The Property Owner and POA hereby accept full and complete responsibility for the Roads, including the right-of-way therefor and all related stormwater and utility easements, facilities, and appurtenances, as shown on a plat recorded in Plat Book 51, Page 484 of the records of the Aiken County RMC Office, and as shown on the Official Road Atlas of Aiken County, SC, which Roads are located on the parcel of real property further described in paragraph 2 of this Agreement.
- 2. The parcel of real property on which the Roads are located is more specifically described in a deed dated November 7, 2007, and recorded in the Aiken County RMC Office in Record Book 4172, Page 654 and in Exhibit A of the Amended and Restated Covenants for Twin Silos dated March 29, 2018, and recorded in the Aiken County RMC Office in Record Book 4714 at Page 444. The parcel also is currently designated in whole or in part as Aiken County Tax Map No: 053-18-01-001. All references in

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]

Signed, sealed and delivered	PROPERTY OWNER:
in our presence:	Storm Branch Equestrian Clubs, LLC
Witness Signature Printed Name: C. Tangbam Witness Signature Printed Name: Angelo S. Mccang	By: (SEAL) Printed Name: Danm. Houck Title: Authorized Officer Address: Rox 1119 Plu Qui SC 27810 Telephone: 803-851-6083
STATE OF SOAh Cooling) COUNTY OF Asken I, A Cooling a No hereby certify that Storm Branch Equestrian Clubs, LLA Authorized Officer, personally appeared before me this foregoing instrument.	tary Public for Suth Carella, do C, by 1301, Houck, its is day and acknowledged the due execution of the
SWORN to before me this 15 day of October, 2018. Notary Public for State Carra Angela S My Commission Expires: 10 5 49 Printed Name: Angela S Printed Name: Angela S	McGuen SEAL

Signed, sealed and delivered in our presence:	POA:
Witness Signature Printed Name: Thursdown Witness Signature Witness Signature Printed Name: Angle S. Mace	Twin Silos Property Owners Association, Inc. By: (SEAL) Printed Name: 1000 AL, Houd Title: Authorized Officer Address: 10, 50× 1119 ACC-NDACE SC 29810 Telephone: 803-259-6083
hereby certify that Twin Silos Property Owners Associa	ACKNOWLEDGEMENT tary Public for Soft Calling, do ation, Inc., by Our Houck eared before me this day and acknowledged the due
SWORN to before me this \(\)	es. Me Cuen ^{SEAL} 21

ACCEPTED AND AGREED TO BY AIKEN COUNTY, SOUTH CAROLINA, A BODY POLITIC AND CORPORATE AND A POLITICAL SUBDIVISION OF THE STATE OF SOUTH CAROLINA.

Signed, sealed and delivered in our presence:	Aiken County, South Carolina
Witness Signature Printed Name: James M. Holly Jant L. Hendrickson Printed Name: Janet L. Hendrickson	By:
STATE OF SOUTH CAROLINA COUNTY OF AIKEN I, Light Light Carolina, by J. Clay Killian before me this day and acknowledged the due execution	
SWORN to before me this Standay of October, 2018. Notary Public for South Cordina My Commission Expires: 1-7-2021 Printed Name Done L. Hendrick Son	Comm. Exp. 2
	Reviewed by: County Attorney