PRIVATE ROAD EASEMENT AND SHARED MAINTENANCE AGREEMENT

This **Private Road Easement and Shared Maintenance Agreement** ("Agreement") is made this ____ day of ____________, 2026, by **Crown Land Development, LLC**, a South Carolina limited liability company ("Declarant").

WHEREAS, Declarant is the owner of certain real property located in Anderson County, South Carolina, known as **Keaton Farms**, as more particularly shown on a plat recorded in the Office of the Register of Deeds for Anderson County in **Plat Book S3321, Page 00005** (the "Property"); and

WHEREAS, the Plat depicts a private ingress and egress easement (the "Private Road") providing access to Tracts 8, 9, 10, 11 and 12;

WHEREAS, the Private Road is intended to remain private and shall not be dedicated to Anderson County or any other governmental entity for ownership or maintenance;

WHEREAS, Declarant desires to establish a permanent maintenance agreement that will govern the ownership, maintenance, repair, and use of the Private Road for the benefit of all present and future owners of the benefited tracts.

NOW, THEREFORE, Declarant hereby declares that the following covenants, conditions, restrictions, and obligations shall run with the land and shall bind all present and future owners.

ARTICLE I – DEFINITIONS

(i) The term "**Benefited Tracts**" shall mean: Tract 8, Tract 9, Tract 10, Tract 11, and Tract 12 as shown on the Plat.

(ii) "**Private Road**" shall mean the private ingress and egress easement shown on the Plat serving the Benefited Tracts.

(iii) "**Owner**" shall mean the record owner of any Benefited Tract.

ARTICLE II – EASEMENT RIGHTS

(i) Each Owner shall have a perpetual, non-exclusive easement for ingress, egress, pedestrian access, utility access, emergency services, deliveries, and all other lawful purposes over the Private Road.

(ii) These easement rights shall run with the land and shall be appurtenant to each Benefited Tract.

ARTICLE III – PRIVATE ROAD

(i) The Private Road is and shall remain private.

(ii) No governmental authority shall have any obligation to:

a. Maintain;
b. Repair;
c. Improve;
d. Replace;
e. Grade;
f. Gravel;
g. Pave; or
h. Snow or debris removal

(iii) The Owners acknowledge that they are solely responsible for the maintenance of the Private Road as provided herein.

ARTICLE IV – MAINTENANCE RESPONSIBILITY

(i) The Owners shall jointly maintain the Private Road in a safe and passable condition. Maintenance shall include, without limitation:

a. grading;
b. gravel replacement;
c. ditch maintenance;
d. erosion control;
e. drainage improvements;
f. culvert installation and replacement;
g. vegetation removal;
h. tree removal;
i. repair of washouts;
j. dust suppression;
k. mowing of shoulders when necessary; and
l. any other work reasonably necessary to preserve safe access.

ARTICLE V – ALLOCATION OF MAINTENANCE COSTS

5.01 - Permanent Allocation

(i) Upon conveyance by Declarant of all Benefited Tracts, all costs associated with the maintenance, repair, replacement, grading, resurfacing, drainage improvements, culvert maintenance, erosion control, and all other expenses relating to the Private Road shall be allocated among the Owners according to the following Maintenance Percentages:

BENEFITED TRACT	MAINTENANCE PERCENTAGE
Tract 8	15%
Tract 9	20%
Tract 10	30%
Tract 11	15%
Tract 12	20%

(ii) The Maintenance Percentages shall remain fixed and shall run with each Benefited Tract.

5.02 - Declarant Exemption

(i) Notwithstanding any provision contained herein, **Crown Land Development, LLC**, as Declarant and Developer, shall have no obligation to contribute toward any cost of maintenance, repair, replacement, grading, resurfacing, drainage improvements, culvert work, or any other expense relating to the Private Road with respect to any Benefited Tract owned by Declarant.

(ii) The maintenance obligation assigned to each Benefited Tract shall automatically transfer to the purchaser upon conveyance of that tract by Declarant.

5.03 - Allocation During Development and Sell-Out

(i) Until all Benefited Tracts have been conveyed by Declarant, only the Owners of Benefited Tracts that have been conveyed by Declarant shall be responsible for maintenance expenses.

(ii) During this period, maintenance expenses shall be allocated among the conveyed Benefited Tracts in the same proportion that each tract's Maintenance Percentage bears to the aggregate Maintenance Percentages of all conveyed Benefited Tracts.

(iii) For example:

   a. If only **Tract 10** has been conveyed, the Owner of Tract 10 shall be responsible for one hundred percent (100%) of maintenance expenses.
   b. If **Tracts 10 and 12** have been conveyed, the Owner of Tract 10 shall pay sixty percent (60%) and the Owner of Tract 12 shall pay forty percent (40%) of maintenance expenses, based upon their respective Maintenance Percentages of thirty percent (30%) and twenty percent (20%).
   c. If **Tracts 8, 10, and 12** have been conveyed, maintenance expenses shall be allocated as follows:
      i. Tract 8 – 23.08%
      ii. Tract 10 – 46.15%
      iii. Tract 12 – 30.77%

(iv) Once all Benefited Tracts have been conveyed by Declarant, the allocation shall automatically convert to the fixed Maintenance Percentages established in Section 5.01 without further action by any party.

5.04 - Ownership of Multiple Benefited Tracts

(i) Any Owner holding title to more than one Benefited Tract shall be responsible for the combined Maintenance Percentages assigned to each Benefited Tract owned by such Owner.

ARTICLE VI – FAILURE TO PAY; LIEN RIGHTS

(i) If any Owner fails to pay such Owner's share of maintenance expenses within thirty (30) days after receiving written notice and reasonable documentation of the expense, the unpaid amount shall bear interest at the rate of ten percent (10%) per annum until paid.

(ii) The Owner advancing funds to perform authorized maintenance or repairs shall be entitled to recover the unpaid amount, together with accrued interest, reasonable attorneys' fees, court costs, and other costs of collection, in any action brought to enforce this Agreement.

(iii) The rights and remedies provided herein shall be cumulative and shall not limit any other rights available at law or in equity.

ARTICLE VII – ROUTINE MAINTENANCE

(i) Routine maintenance reasonably necessary to keep the Private Road in good condition may be authorized by any Owner if the total anticipated cost does not exceed **$1,000.00**.

(ii) The Owner authorizing such work shall provide copies of invoices to the remaining Owners.

ARTICLE VIII – MAJOR REPAIRS

(i) Any non-emergency repair or capital improvement expected to exceed **One Thousand Dollars ($1,000.00)** shall require the written approval of Owners representing at least **sixty percent (60%)** of the Maintenance Percentages then allocated to conveyed Benefited Tracts pursuant to Article V. During the Declarant sell-out period, only conveyed Benefited Tracts shall be entitled to vote, and each conveyed tract's voting power shall be equal to its applicable Maintenance Percentage.

ARTICLE IX – EMERGENCY REPAIRS

(i) If immediate repairs are necessary because of flooding, washouts, fallen trees, damaged culverts, or any condition preventing safe access, any Owner may authorize emergency repairs without prior approval.

(ii) The costs shall be allocated pursuant to Article V.

ARTICLE X – DAMAGE CAUSED BY AN OWNER

(i) Any Owner who, or whose contractors, guests, invitees, tenants, or agents, causes damage to the Private Road beyond ordinary wear and tear shall be solely responsible for the full cost of repairing such damage.

(ii) These costs shall not be shared among the remaining Owners.

ARTICLE XI – ROAD IMPROVEMENTS

(i) No Owner shall:
   a. pave;
   b. widen;
   c. relocate;
   d. obstruct;
   e. gate;
   f. materially alter; or
   g. otherwise modify the Private Road without written approval of Owners representing at least **75% of the maintenance percentages**.

ARTICLE XII – PARKING AND OBSTRUCTIONS

(i) No Owner shall park vehicles, trailers, equipment, boats, or machinery upon the Private Road in a manner that interferes with travel or emergency access.

(ii) No fences, gates, landscaping, mailboxes, signs, or other improvements shall be installed within the traveled portion of the Private Road that interfere with its intended use.

ARTICLE XIII – HEAVY EQUIPMENT/VEHICLES

(i) Each Owner shall be responsible for any extraordinary damage caused by heavy equipment, logging trucks, concrete trucks, livestock trailers, construction equipment, or similar vehicles serving that Owner's property.

ARTICLE XIV – UTILITIES

(i) Public and private utility providers/contractors shall have the right to install, maintain, repair, replace, and relocate utility facilities within the easement area as necessary.

(ii) Following any utility work, the disturbed portions of the Private Road shall be restored to substantially the same condition existing immediately before construction.

ARTICLE XV – COLLECTION OF COSTS

(i) Any Owner advancing funds for maintenance shall furnish copies of invoices and proof of payment to the remaining Owners.

(ii) Each Owner shall reimburse the paying Owner according to Article V within thirty (30) days.

(iii) Any unpaid amount shall accrue interest at the rate of ten percent (10%) per annum.

(iv) The prevailing party in any legal action to enforce this Agreement shall be entitled to recover reasonable attorneys' fees, court costs, and collection expenses.

ARTICLE XVI – COVENANTS RUNNING WITH THE LAND

(i) This Agreement constitutes covenants running with the land.

(ii) It shall bind and benefit all present and future Owners of the Benefited Tracts.

(iii) Every conveyance of a Benefited Tract shall automatically be subject to this Agreement whether specifically referenced in the deed or not.

ARTICLE XVII – AMENDMENTS

(i) This Agreement may be amended only by a written instrument executed by Owners representing at least **75% of the maintenance percentages** established in Article V and recorded in the Office of the Anderson County Register of Deeds.

ARTICLE XVIII – SEVERABILITY

(i) If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ARTICLE XIX – GOVERNING LAW

(i) This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

ARTICLE XX – NOTICE

(i) Any notice required by this Agreement shall be in writing and delivered personally, by certified mail, nationally recognized overnight courier, or electronic mail to the Owner's last known address.

ARTICLE XXI – TERM

(i) This Agreement shall be perpetual unless terminated by a recorded instrument executed by the Owners of one hundred percent (100%) of the maintenance percentages.

Declarant has executed this Agreement as of the date first written above.

DECLARANT:
CROWN LAND DEVELOPMENT, LLC

By: ______________________________

____
Witness

Printed: Nicholas M. Franchina

Title: Managing Member

____
Witness

STATE OF SOUTH CAROLINA)
)
ANDERSON COUNTY)

ACKNOWLEDGMENT

I,__________________________, a Notary Public for South Carolina, do hereby certify that **Nicholas M. Franchina**, as **Managing Member of Crown Land Development, LLC**, personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of ____________, 2026.

__________________________________(SEAL)
Notary Public for South Carolina

My Commission Expires:_____________