

THIS AGREEMENT IS SUBJECT TO ARBITRATION
PURSUANT TO S.C. CODE SECTION 15-48-10 ET SEQ.

ROAD MAINTENANCE AGREEMENT

This Road Maintenance Agreement ("Agreement") is entered into this 8th day of July, 2008 by and among the City of Goose Creek, a municipal corporation organized and existing under the laws of the State of South Carolina ("City"), Carnes Crossroads Community Association, Inc., a South Carolina non profit corporation and Carnes Crossroads Town Association, Inc., a South Carolina non profit corporation (collectively, the "POA").

RECITALS

- A. The City and Carnes Crossroads Associates, LLC have entered into that certain development agreement dated May 9, 2006 and recorded in Book 5647 at Page 1 in the Berkeley County Register of Deeds Office as amended by the First Amendment to Development Agreement dated July 8, 2008 (the "Development Agreement") in connection with the Carnes Crossroads development (the "Development").
- B. The Development agreement provides that the roads, alleys, related drainage easements, street signs and sidewalks within the road right of ways to be built in the Development shall be publicly dedicated and owned by the City (collectively "City Roads") and that the POA shall pay the cost of maintaining the City Roads.
- C. The City currently owns and maintains isolated sections of roads within the City as delineated on the attached Exhibit A ("Existing Roads").

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Development Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **POA Obligation** The POA shall manage all aspects of maintaining the City Roads on behalf of the City. The POA shall coordinate all road maintenance with the City and contract with contractors approved by the City to maintain the City Roads. The City Roads shall be maintained to a standard to be determined by the city. The POA shall pay the costs of maintaining the City Roads during the term of this Agreement.
2. **POA Breach** If the City determines that the City Roads are not being maintained in accordance with this Agreement, the City shall give notice to the POA of the specific deficiencies and the POA shall be afforded a reasonable time to cure such deficiencies. If the deficiencies have not been cured to the City's reasonable satisfaction within 45 days of notice, the City shall have the right to invoke the dispute resolution procedures set forth in Section 5.
3. **Termination** In the event that the City transfers the roads in the Development to the County or if the City elects to maintain other City owned roads which are not Existing Roads at the City's expense, the POA's maintenance obligations shall cease.

4. POA Assessments The POA agrees to assess its members for the cost of performing its obligations under this Agreement to maintain the City Roads and to collect such assessments from its members. The POA shall maintain adequate reserve funding as a guarantee for the maintenance of the City Roads. The POA shall provide a copy of the annual budget to the City.

5. Dispute Resolution The parties shall have such remedies as may be provided by law or equity, including specific performance and injunctive relief, to enforce their rights under this Agreement.

(a) The City may elect to have a dispute resolved by binding arbitration by delivering a written notice of arbitration election to the POA. If the City elects arbitration, the parties shall select one neutral arbitrator to hear the matter and if they are unable to agree upon an arbitrator within 10 business days of delivery of the arbitration notice, any party may apply to the American Arbitration Association for the appointment of an arbitrator.

(b) The City may elect a self-help remedy if it gives the POA not less than 45 days prior written notice that the City intends to engage a third party to make required repairs to a City Road, the cost of which shall be the responsibility of the POA. In such case, after due notice and completion of the required repairs, the POA shall submit payment to the City within 45 days of the request for payment from the City.

(c) The City may seek injunctive relief to cause the POA to perform its obligations under this Agreement.

(d) The defaulting party shall pay the other parties' reasonable attorney fees and costs.

6. Notices All notices required under this Agreement shall be personally delivered or sent by first class mail, postage prepaid, or by overnight courier, to the addresses on the signature page of this Agreement, or sent by facsimile to the fax numbers listed on the signature page, or to such other addresses as the parties may specify from time to time in writing. Notices and other communications shall be effective (i) if mailed, upon the earlier of receipt or five (5) days after deposit in the U.S. mail, first class, postage prepaid, (ii) if telecopied, when transmitted and receipt is confirmed, or (iii) if hand-delivered, by courier or otherwise (including telegram, lettergram or mailgram), when delivered.

7. Governing Law. This Agreement shall be governed by the laws of South Carolina.

8. Development Period. Upon the conclusion of the Development Period as provided in the Declaration for each of the properties subject to each of the POAs, then the relevant POA will notify the City of the conclusion of the Development Period and such POA and the City will meet to discuss the handling of such POA's duties and responsibilities as provided herein following the conclusion of the Development Period.

9. Severance If any part of this Agreement is not enforceable, the rest of the Agreement may be enforced.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, this Road Maintenance Agreement by and among the City and the POA has been executed as of the date written on the first page of this Agreement.

<p>CITY OF GOOSE CREEK</p> <p>By: <u>Michael J. Smith</u> Mayor</p> <p>Attest: <u>Kelly J. Lanette</u> Clerk of Council</p>	<p>Address for notice to City Post Office Drawer 1768 519 N. Goose Creek Blvd. Goose Creek, SC 29445 Facsimile Number: (843) 863-5208</p>
<p>CARNES CROSSROADS COMMUNITY ASSOCIATION, INC.</p> <p>By: <u>[Signature]</u></p> <p>Its:</p>	<p>230 Seven Farms Dr., #201 Charleston, SC 29492</p> <p>Address for notice to POA</p> <p>Facsimile Number: 843-971-3840</p>
<p>CARNES CROSSROADS TOWN ASSOCIATION, INC.</p> <p>By: <u>[Signature]</u></p> <p>Its:</p>	

IN WITNESS WHEREOF, this Road Maintenance Agreement by and among the City and the POA has been executed as of the date written on the first page of this Agreement.

<p>CITY OF GOOSE CREEK</p> <p>By: <u>Michael J. Huff</u> Mayor</p> <p>Attest: <u>Kelly J. Zambello</u> Clerk of Council</p>	<p>Address for notice to City Post Office Drawer 1768 519 N. Goose Creek Blvd. Goose Creek, SC 29445 Facsimile Number: (843) 863-5208</p>
<p>CARNES CROSSROADS COMMUNITY ASSOCIATION, INC.</p> <p>By: <u>[Signature]</u></p> <p>Its: President</p>	<p>230 Seven Farms Dr, #201 Charleston, SC 29492</p> <p>Address for notice to POA</p> <p>Facsimile Number: 843-971-3840</p>
<p>CARNES CROSSROADS TOWN ASSOCIATION, INC.</p> <p>By: <u>[Signature]</u></p> <p>Its: President</p>	

WITNESSES AS TO CITY OF GOOSE CREEK:

WITNESSES AS TO CARNES CROSSROADS COMMUNITY ASSOCIATION, INC.:

Maggie Hackett
Cheryl John

WITNESSES AS TO CARNES CROSSROADS TOWN ASSOCIATION, INC.:

Maggie Hackett
Cheryl John

IN WITNESS WHEREOF, this Road Maintenance Agreement by and among the City and the POA has been executed as of the date written on the first page of this Agreement.

<p>CITY OF GOOSE CREEK</p> <p>By: <u>Michael J. Haffner</u> Mayor</p> <p>Attest: <u>[Signature]</u> Clerk of Council</p>	<p>Address for notice to City Post Office Drawer 1768 519 N. Goose Creek Blvd. Goose Creek, SC 29445 Facsimile Number: (843) 863-5208</p>
<p>CARNES CROSSROADS COMMUNITY ASSOCIATION, INC.</p> <p>By: <u>[Signature]</u></p> <p>Its: President</p>	<p>230 Seven Farms Dr, #201 Charleston, SC 29492</p> <p>Address for notice to POA</p> <p>Facsimile Number: 843-971-3540</p>
<p>CARNES CROSSROADS TOWN ASSOCIATION, INC.</p> <p>By: <u>[Signature]</u></p> <p>Its: President</p>	

WITNESSES AS TO CITY OF GOOSE CREEK:

Sarah E. Hanson
Caandra Hopkins

WITNESSES AS TO CARNES CROSSROADS COMMUNITY ASSOCIATION, INC.:

Maggi Hackett
Cheryl John

WITNESSES AS TO CARNES CROSSROADS TOWN ASSOCIATION, INC.:

Maggi Hackett
Cheryl John

STATE OF SOUTH CAROLINA)	
)	ACKNOWLEDGMENT
COUNTY OF BERKELEY)	

I, the undersigned Notary Public, do hereby certify that the City of Goose Creek by Michael J. Heitzler, its Mayor, and attested to by Kelly J. Lovette, its Clerk of Council, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the ___ day of July, 2008.

[Seal]

 NOTARY PUBLIC FOR SOUTH CAROLINA
 My commission expires: _____

STATE OF SOUTH CAROLINA)	
)	ACKNOWLEDGMENT
COUNTY OF BERKELEY)	

I, the undersigned Notary Public, do hereby certify that the Carnes Crossroads Community Association, Inc. by Matthew R. Sloan, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 28 day of July, 2008.

Jamne Malloy [Seal]

 NOTARY PUBLIC FOR SOUTH CAROLINA
 My commission expires: 9/17/2017

STATE OF SOUTH CAROLINA)	
)	ACKNOWLEDGMENT
COUNTY OF BERKELEY)	

I, the undersigned Notary Public, do hereby certify that the Carnes Crossroads Town Association, Inc. by Matthew R. Sloan, its President, personally personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 28th day of July, 2008.

Jamne Malloy [Seal]

 NOTARY PUBLIC FOR SOUTH CAROLINA
 My commission expires: 9/17/2017

STATE OF SOUTH CAROLINA)	
)	ACKNOWLEDGMENT
COUNTY OF BERKELEY)	

I, the undersigned Notary Public, do hereby certify that the City of Goose Creek by Michael J. Heitzler, its Mayor, and attested to by Kelly J. Lovette, its Clerk of Council, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 30 day of July, 2008.

Barbara D. Felton [Seal]
 NOTARY PUBLIC FOR SOUTH CAROLINA
 My commission expires: August 22, 2015

STATE OF SOUTH CAROLINA)	
)	ACKNOWLEDGMENT
COUNTY OF BERKELEY)	

I, the undersigned Notary Public, do hereby certify that the Carnes Crossroads Community Association, Inc. by Matthew R. Sloan, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 28 day of July, 2008.

Jamne Malley [Seal]
 NOTARY PUBLIC FOR SOUTH CAROLINA
 My commission expires: 9/17/2017

STATE OF SOUTH CAROLINA)	
)	ACKNOWLEDGMENT
COUNTY OF BERKELEY)	

I, the undersigned Notary Public, do hereby certify that the Carnes Crossroads Town Association, Inc. by Matthew R. Sloan, its President, personally personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 28th day of July, 2008.

Jamne Malley [Seal]
 NOTARY PUBLIC FOR SOUTH CAROLINA
 My commission expires: 9/17/2017

EXHIBIT A
CITY OWNED ROADWAYS

- 1) The City of Goose Creek owns and maintains Rose Gray Lane
(Approximately 560 linear feet of roadway)
- 2) The City of Goose Creek owns and maintains the entrances to
Foxborough Road at Vixen Boulevard and Barrington Boulevard (Each
entrance is approximately .04 mile.)