

GPINs 8714-47-8443, 8714-47-8592, 8714-47-9589,
8714-57-1638, 8714-47-9308, 8714-47-9457,
8714-57-0448, and 8714-57-0592

ROADWAY USE PERMIT AND AGREEMENT

THIS AGREEMENT is entered into February 1, 2024, by SHJ DEVELOPMENT LLC f/k/a **TWAS PROPERTIES LLC** (the "Owner") and **HANOVER COUNTY**, a political subdivision of the Commonwealth of Virginia (the "County").

WITNESSETH:

WHEREAS TWAS Properties, LLC is the Owner of certain parcels of land located in the Mechanicsville Magisterial District of Hanover County, Virginia, designated as GPINs 8714-47-8443, 8714-47-8592, 8714-47-9589, 8714-57-1638, 8714-47-9308, 8714-47-9457, 8714-57-0448, and 8714-57-0592 and shown on the attached plat entitled "Exhibit Showing Roadway Use & Maintenance Agreement" by Koontz Bryant Johnson Williams dated December 14, 2023 (Exhibit A); and *See Plat Book 48, Page 83*

WHEREAS the Roadway Use & Maintenance Agreement Area, 9,327.78 SQ. FT ("the Agreement Area") shown on Exhibit A and shown on Site Plan Number SPR2023-00008 entitled "Tidal Wave Auto Spa," prepared by Koontz Bryant Johnson Williams, dated February 1, 2023, and last revised December 20, 2023 ("the Site Plan"), is owned by Hanover County, but the entrance and exit roads crossing the Agreement Area ("the Roads") have not been improved to public road standards and accepted by the Virginia Department of Transportation; and

WHEREAS the Hanover County Board of Supervisors at a meeting held January 24, 2024, approved this Agreement and granted permission to the Owner and its successors and assigns to use the Agreement Area for purposes of construction and maintenance of ingress and egress roads for a commercial property; and

WHEREAS the grant of permission was on the condition that the Owner, for itself and its successors and assigns, agree to indemnify the County from any and all liability and damages relating to or arising out of the use of the Agreement Area; and

WHEREAS it is the desire of all of the parties to this Agreement that the Agreement Area be maintained and kept in good repair; and

WHEREAS the parties desire that this instrument be recorded in the Clerk's Office of the Circuit Court of Hanover County and that this Agreement be binding upon the successors in interest and title, and/or assigns of the Owner and that the obligations contained in this Agreement run with the land benefitted.

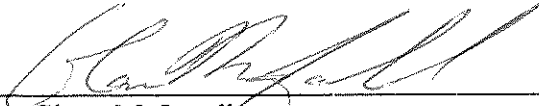
NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Owner, for itself and its successors and assigns, agrees that (i) the Owner shall indemnify, hold harmless, and defend the County, its officials, employees and agents from any and all claims for liability and damages related to or arising out of the use of the Agreement Area, including attorney's fees, court costs and other expenses, and that the County is not responsible or liable for that use, (ii) the Owner shall have the County's permission to construct the Roads as

shown on the Site Plan and any other improvements in the Agreement Area shown on the Site Plan, and (iii) the Owner shall be responsible for maintaining the Roads and the Agreement Area in a good, safe and high state of repair so as not to allow it to deteriorate or be subject to overgrown vegetation or accumulation of trash, debris, ruts, holes, standing water, snow, ice, or other danger or obstruction, and that the Owner shall pay the expenses of such maintenance as long as there be such need. It is not the intention of the parties that the Owner shall have any obligation to improve the Agreement Area to State standards.

This permit shall be revocable at any time, upon a determination by the Hanover County Board of Supervisors that revocation is in the best interests of the County. In the event of revocation, the Owner shall be notified by first class mail, sent to the owner at the address listed in the County land records. This permit is subject to existing easements of record.

The signatures and seals of the parties are set out below in acknowledgement of this Agreement.

**OWNER:
TWAS PROPERTIES, LLC**


_____(SEAL)
By: Glenn M. Jarrell
Its: Secretary and Chief Legal Officer

STATE OF GEORGIA)
) to-wit:
COUNTY OF UPSON)

The foregoing Agreement was acknowledged before me this 15th day of February, 2024, by Glenn M. Jarrell, Secretary and Chief Legal Officer on behalf of SHJ Development LLC f/k/a TWAS PROPERTIES LLC.

My commission expires: 12/14/2025

Notary registration number: W00534769



Notary Public



HANOVER COUNTY, VIRGINIA

By: [Signature] 2-12-24 (SEAL)
County Administrator/Deputy County Administrator

COMMONWEALTH OF VIRGINIA)
) to-wit:
COUNTY OF HANOVER)

The foregoing Agreement was acknowledged before me this 12 day of February, 2024, by [Signature], County Administrator/Deputy County Administrator.

My commission expires: 05/31/2026

Notary registration number: 7352621

SAUNDRA E MARTIN
NOTARY PUBLIC
7352621
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES MAY 31, 2026

[Signature]
Notary Public

Approved as to form:

[Signature]
County Attorney or designee