

PRIVATE ACCESS MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County" and St. John the Baptist Serbian Orthodox Church , 9305 W. Cedar Ave., Lakewood, CO 80226-1045, hereinafter called the "Owner(s)."

WITNESSETH:

WHEREAS, the Owner(s) is/are the owner(s) of real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof (the "Property"); and,

WHEREAS, at a hearing on _____ (date) the Board of County Commissioners of Adams County considered the waiver from the Adams County Street Construction Improvement requirements to allow a Solar Energy Facility to be constructed at a location on the "Property" that would be accessed via a trail road East 38th Avenue that is not publicly maintained, pursuant to Section 5-03-03-10 of the Adams County Development Standards and Regulations; and,

WHEREAS, a waiver from the Adams County Street Construction Improvement requirements was considered and approved in order to obtain a building permit for a Solar Energy Facility on the Property; and,

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams that the Owner(s) shall enter into a written agreement with the County for the Owner(s) of the Property to maintain the trail road and indemnify and hold harmless the County for any damages arising from the Owner(s) obligations under this Agreement; and,

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. **Maintenance.** East 38th Avenue is open to the general public and Owners shall not post, gate, or otherwise restrict through access to farmers, oil and gas industry, or the general public. The Owner(s) of the Property shall accept responsibility for the continuous maintenance of that section of East 38th Avenue from west end of paved portion of East 38th Avenue being approximately 1200 feet west of Imboden Rd., a distance of approximately 147 feet to where Owner's(s') access leaves the right-of-way of East 38th Avenue as a private access, including but not limited to snow removal, grading, resurfacing and any and all repairs necessary for adequate access in accordance with the requirements and specifications of the Bennett Fire Protection District No. 7. Additionally, Owner's(s') responsibility to maintain the right-of-way of East 38th Avenue as a private access shall not be construed to create any rights in the use of the right-of-way of East 38th Avenue as a private roadway, or to require the Owners to maintain the right-of-way of East 38th Avenue as a private roadway for the benefit of any third parties, except as required by applicable Colorado law and by resolution of the Board of County Commissioners, County of Adams.
2. **Duration of Maintenance.** The Owners shall be responsible for the maintenance of East 38th Avenue right-of-way from west end of paved portion of East 38th Avenue being approximately 1200 feet west of Imboden Rd., west approximately 147 feet to the where Owner's(s') access leaves the right-of-way of East 38th Avenue as a private access in perpetuity, or until such time as East 38th Avenue is designed and constructed to County standards and is accepted by the Board of County Commissioners, County of Adams for maintenance, or until such time as this agreement is superseded by a subsequent Private Access Maintenance Agreement that has been accepted by the Board of County Commissioners, County of Adams.
3. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of this agreement by the Board of County Commissioners, and concurrently with the issuance of the first building permit to construct upon the Property, the Owner(s) hereby agree(s) to convey by warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

(description) Note: Dedication for East 38th Avenue is not required in conjunction with this Maintenance Agreement, as Owner does not own any property that would be required for dedication in accordance with Adams County Transportation Plan (adopted 2012).

4. **Successors and Assigns.** This agreement shall be deemed a covenant running with the real Property as described in said Exhibit "A" attached hereto and shall be binding upon the parties hereto and the heirs, executors, personal representatives, successors, and assigns.

This agreement is hereby executed this 20th day of July 2016

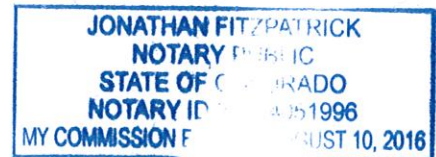
OWNER:

By: Rev. Fr. Radovan Petrovic, registered agent
(owner(s) name)

The foregoing instrument was acknowledged before me this 20th day of July, 2016, by Radovan Petrovic as registered agent.

My commission expires: Aug 20, 2016

[Signature]
Notary Public



COUNTY

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chairperson

Approved as to form:

[Signature]

Adams County Attorney's Office



State of Colorado }
County of Jefferson }

EXHIBIT A

(Description) The NW ¼ of the NE ¼ of Section 30, Township 3 South, Range 64 West of the 6th P.M., EXCEPT the North 30 feet thereof, County of Adams, State of Colorado.

OF THE 6TH PRINCIPAL MERIDAN, COUNTY OF ADAMS, STATE OF COLORADO, being the intent to describe the property conveyed by Warranty Deed to (Owner(s)) St. John the Baptist Serbian Orthodox Church, a Colorado non-profit corporation and recorded in the Office of the Adams County Clerk and Recorder on (date) June 10, 2003 at Reception # C1155952 .