

Recording requested by  
and when recorded return to:

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## ROADWAY MAINTENANCE AGREEMENT

THIS ROADWAY MAINTENANCE AGREEMENT (this "Agreement") is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County" and, P8 D-C Industrial Last Mile, LLC, a Delaware limited liability company, with an address c/o Karis Capital, 9128 Strada Place, Suite 10115, Naples, Florida 34108, Attention: Jacob Finley hereinafter called "Owner."

### WITNESSETH:

WHEREAS, the Owner is the owner 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");

WHEREAS, the Property is adjacent to a public right of way owned by the County known as Huron Street, as dedicated by the instrument recorded at Reception No. 1982020362605, Book 2619, Pages 137-139, in the public records of Adams County, Colorado (the "Huron Street ROW");

WHEREAS, in connection with the Owner's development of the Property, Owner will construct a portion of roadway upon Huron Street ROW within the area described on Exhibit B, attached hereto, and by this reference made a part hereof (the "ROW Maintenance Area");

WHEREAS, the Owner desires to construct the ROW Maintenance Area in accordance with private road standards, instead of County Road standards, and, in connection therewith, the County requires Owner agree to maintain the ROW Maintenance Area, and to indemnify and hold harmless the County, upon the terms and conditions set forth in this Agreement.

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

1. **Maintenance.** The ROW Maintenance Area is and will remain open to the general public, and Owner shall not post, gate, or otherwise restrict access to, on or across the Huron Street ROW to the general public. Owner shall maintain the ROW Maintenance Area, including but not limited to, snow removal, grading, resurfacing and repairs as necessary for reasonable access to, on and across the ROW Maintenance Area. The County shall continue to own the Huron Street ROW, including the ROW Maintenance

Area, and Owner's obligation to maintain the ROW Maintenance Area as set forth in this Agreement shall not be construed to create any ownership right or interest of Owner in the Huron Street ROW, or to cause the ROW Maintenance Area to be deemed a private roadway, or to require the Owner to maintain any portion of the Huron Street ROW other than the ROW Maintenance Area.

2. **Duration of Maintenance.** Owner shall be responsible for maintenance of the ROW Maintenance Area until such time as (1) the ROW Maintenance Area is modified to be constructed to County standards and is accepted by the Board of County Commissioners, County of Adams (the "BOCC") for maintenance, or (2) this Agreement is superseded by a subsequent Private Access Maintenance Agreement that has been approved by the BOCC.
3. **Existing Storm Sewer Infrastructure.** The Owner shall maintain the ROW Maintenance Area in a manner that does not impede or impair the County's access to or use of the portion of the County's storm sewer system within the Huron Street ROW (the "Huron Storm Sewer"). Any damages caused by Owner to the Huron Storm Sewer shall be repaired by Owner, or at County's election, County may conduct such repairs and Owner shall reimburse the County for reasonable and actual costs of such repairs.
4. **Successors and Assigns.** This Agreement shall be deemed a covenant running with the Property, and shall be binding upon the parties hereto and the heirs, executors, personal representatives, successors, and assigns.
5. **Indemnification.** Owner shall hold harmless, defend, and indemnify the County, its public officials, employees, agents, representatives, and contractors from any losses, damages or judgments and expenses, including reasonable attorney's fees and costs, on account of fire or other peril, bodily injury, death, or property damage of any nature whatsoever, and by whomsoever made, to the extent arising out of the activities of the Owner performed pursuant to this Agreement. Nothing stated herein is intended to nor shall it be interpreted as diminishing or otherwise affective any statutory or common law protection or immunity that Adams County may otherwise enjoy, including, but not limited to, the governmental immunities, limitations and protections provided by C.R.S. Section 24-10-101, et seq.
6. **Runs with the Land.** The benefits and burdens of contained in this Agreement shall inure to the benefit of and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto, and shall run with the lands herein described. In the event of a transfer of the fee interest of the Property by Owner, Owner shall be relieved from and after the date of such transfer of all liability under this Agreement with respect to the Property or portion thereof conveyed, except for payment or performance of any obligations incurred prior to such transfer. Upon such transfer, the new owner of the Property (or portion thereof) shall automatically be deemed to have assumed the obligations of its predecessor-in-interest from and after the date of such transfer. Owner shall notify the County of such transfer within ten (10) days after the date of such transfer.

[Signatures Appear on Following Pages]

This Agreement is hereby executed this 30<sup>th</sup> day of December 2020

OWNER:

P8 D-C INDUSTRIAL LAST MILE, LLC,  
a Delaware limited liability company,

By: [Signature]  
Print Name: Jacob Finley  
Print Title: AUTHORIZED SIGNATORY

STATE OF FLORIDA                    )  
  ) ss  
COUNTY OF COLLIER                )

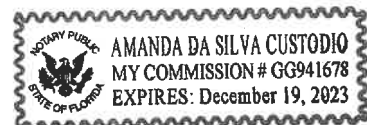
The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
☐ online notarization, this 30 day of December, 2020 by Jacob Finley.

☒ Personally known to me or  
☐ Produced identification,  
Type of identification produced: \_\_\_\_\_.

[Signature]  
Notary Public

My Commission Expires: December 19, 2023

[SEAL]



COUNTY:

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chair

Approved as to form:

\_\_\_\_\_  
Adams County Attorney's Office

**EXHIBIT A**

(Legal Description of Property)

LOT 1, BLOCK 1, CLEAR CREEK CONCEPTS AMENDED PLAT

Being the intent to describe the property conveyed by Warranty Deed to  
P8 D-C INDUSTRIAL LAST MILE, LLC and recorded in the Office of the Adams County  
Clerk and Recorder on 8/20/2020 at Reception #2020000081214.

## **EXHIBIT B**

### **(Huron Street Right of Way)**

A PARCEL OF LAND BEING A PORTION OF HURON STREET RECORDED IN BOOK 3848 PAGE 478 AND A PORTION OF HURON STREET AS DEDICATED AT RECEPTION NO. B365434 AND A PORTION OF HURON STREET AS DEDICATED AT RECEPTION NO. 20060821000842350, ALL RECORDED IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4 AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, BOTH IN TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, CLEAR CREEK CONCEPTS – AMENDED PLAT RECORDED AT RECEPTION NO. B1152567 IN SAID OFFICIAL RECORDS;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 1, BLOCK 1, AND THE WESTERLY RIGHT-OF-WAY OF SAID HURON STREET, NORTH 00°12'55" WEST, A DISTANCE OF 770.72 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY AND WESTERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES:

1. NORTH 00°12'55" WEST, A DISTANCE OF 417.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 50.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 11°20'19" EAST;
2. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 168°25'47", AN ARC LENGTH OF 146.98 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4;

THENCE DEPARTING SAID EASTERLY BOUNDARY, NORTH 89°47'05" EAST, A DISTANCE OF 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID HURON STREET;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, SOUTH 00°12'55" EAST, A DISTANCE OF 516.53 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, SOUTH 89°47'05" WEST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.779 ACRES, (33,921 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVENUE, SUITE 1  
LITTLETON, CO 80122



