

PRIVATE RIGHT OF WAY AGREEMENT

The Town of Palmer Lake, Colorado, P.O. Box 208, Palmer Lake, Colorado 80133, hereinafter referred to as "the Town" and Berkenkotter Holdings LLC of Palmer Lake, Colorado hereinafter referred as "Property" enter into the following agreement this __ __ day of _____, 2023.

1. Berkenkotter Holdings LLC is the owner of the commercial property more fully described as Lots 1, 2 and 3, Palmer Lake Technological Center Subdivision, Town of Palmer Lake, El Paso County, Colorado.
2. The Town is the owner of an undeveloped right of way for the extension of Commercial Lane within the Town of Palmer Lake, which undeveloped road right of way abuts the property by Lot 3 and Tract A and extends between Circle Road and Meadow Lane in within the Town of Palmer Lake.
3. The Town at this time has no plans for development of that portion of Commercial Lane.
4. "Property" wish to avoid the full cost of developing Commercial Lane to current city specifications, however wish to develop a private driveway and utilize their above described property.
5. "Property" agrees to pay the Town rental of \$1.00 per year for the right to place a private driveway over and along the right of way of Commercial Lane described above.
6. "Property" agrees to pay all costs associated with such private driveway. "Property" also agrees to post the driveway as a private road.
7. In the event any other property owner whose property abuts the currently undeveloped portion of Commercial Lane wishes to develop their property and to utilize Commercial Lane for access to their property, then the town will require parties to share in the costs of the Commercial Lane development and extension with the other property owners reimbursing their proportionate share of the cost of improvement in the development of Commercial Lane.
8. If Commercial Lane is developed to Town specifications, the Town agrees to enter into a reimbursement agreement with the Property Owner(s) to provide for third party or parties reimbursement of the proportionate share of the costs of developing Commercial Lane for a period of fifteen (15) years as provided by Ordinance.
9. "Property" agrees that they will be solely responsible for all liability in connection with the private roadway, Commercial Lane, and agree to indemnify and hold harmless the Town. "Property" agrees to indemnify and hold harmless the Town from any and all claims which may arise from their use or third party's use of the private road. "Property" agrees to provide proof of insurance to the town annually showing the town

