



BOULDER COUNTY TRANSPORTATION DEPARTMENT

PUBLIC ROAD MAINTENANCE AGREEMENT

No. RMA- _____

I, _____, am the owner of the parcel of land located at _____.
(Applicant/Property Owner's Name) (Address of the Owner's Property)

On behalf of myself and any other co-owners of the property identified above ("the Property"), and as a condition of my being able to perform maintenance on a Boulder County public road as further described in this Agreement, I hereby agree to the following:

1. I understand and acknowledge that _____ (the "Road"), which provides access to _____ (Road Name or Number) the Property, is a public road, under the jurisdiction of Boulder County, but is not a road for which Boulder County accepts responsibility for maintaining to any particular condition.
2. As a result of my ownership of the Property, I have sought permission from the Boulder County Transportation Department to perform limited maintenance upon portions of the Road. This maintenance work shall be limited to: _____.
3. I agree that any maintenance activities I undertake may not change the Road's surface type, width, capacity, or drainage features without further written approval by the Boulder County Transportation Department.
4. I further agree to be fully responsible for correcting any damage to the Road caused by my or my agent's actions or negligence, including, but not limited to, paying for any and all costs necessary to reclaim any damage that occurs to the Road to restore the Road back to its original condition prior to my actions or negligence, to the sole satisfaction of the Boulder County Transportation Department.
5. Apart from the permitted road maintenance described above, I understand and agree that I am not authorized to undertake other construction or maintenance of any kind on or along any portion of the Road without the express written consent by Boulder County. This Agreement is personal to me and the other current co-owners of the Property and will not transfer to subsequent owners of the Property.
6. In return for receiving permission to perform the above described maintenance on the Road, and after due consideration of the inherent risks involved in performing any maintenance on the road, I voluntarily agree to assume all risks of loss that arise out of my or my agent's activities on the Road in association with this Agreement and I hereby release, and agree to indemnify and hold harmless Boulder County, the Board of County Commissioners and any of their respective employees, agents and representatives, whether anticipated or unanticipated, from liability for any injury, loss or damage resulting from my or my agent's participation in any activities contemplated by this Agreement. I understand the County in no way waives or intends to waive the limitations on liability which are provided to the County and its employees under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

County Representative

Applicant Signature

Printed Name of County Representative

Printed Name of Applicant

Date: ____/____/____2020____

Date: ____/____/____