

ACCESS AGREEMENT

This Access Agreement ("Agreement") is made effective the 28th day of February, 2024 by and between Geosyntec Consultants, Inc. and its subsidiaries and affiliates (collectively "Geosyntec") and Huerfano County ("Property Owner"). The Client and Geosyntec are referred to herein individually as "Party" and collectively as "Parties. The purpose of this Agreement is to grant Geosyntec access to the property located at 28 Co Rd 632, Gardner, CO 81040 and the surrounding 23+/- acres owned by Huerfano County (together the "Property") so that Geosyntec may conduct the environmental consulting services set forth in an agreement between Geosyntec and Geosyntec's Client Huerfano County Economic Development Inc. ("Geosyntec's Client") in connection with Geosyntec's Project # .

1. **NOW, THEREFORE**, in consideration of the promises set forth below, the Parties hereby agree as follows:
2. **RIGHT OF ENTRY**: Property Owner hereby grants Geosyntec, its employees, subcontractors and representatives the right to enter the Property for the purpose described in Appendix 1 to this Agreement ("Work"). Property Owner acknowledges that additional work related to, or arising out of, the Work may be required ("Additional Work"), any Additional Work will not be performed unless approved by Property Owner, at which time such Additional Work shall be incorporated into and made a part of Appendix 1. For purposes of clarity, the term "Work" throughout this Agreement shall refer to the original Work described in Appendix 1 and any approved Additional Work. Appendix 1 shall include a schedule for the performance of the Work and identify the dates that Geosyntec reasonably anticipates that they will need access to the Property in accordance with this Agreement. If any portion of the Work requires a permit or any type of authorization by a governmental agency Geosyntec and/or Geosyntec's Client, but not Property Owner, will be responsible for obtaining such permit or governmental authorization. Property Owner agrees to provide information and grant access to the Property for the purpose of aiding Geosyntec's application for a permit or governmental authorization.
3. **STANDARD OF PERFORMANCE**: Geosyntec shall exercise the level of care and skill normally exercised by other firms rendering services similar to those contemplated by this Agreement, under similar circumstances at the same time period.
4. **NON-INTERFERENCE**: Geosyntec agrees to use its reasonable efforts to avoid any material interference with Property Owner's or any tenant's use of the Property. If the performance of the Work inherently requires Geosyntec to materially interfere with the use of the Property then Property Owner consents to such interference to the extent necessary to perform the Work. Property Owner shall notify Geosyntec if, at any time, Geosyntec's activities unreasonably interfere with Property Owner's or its tenant's use of the Property or its interests. Thereafter, the Parties shall meet and confer in good faith to resolve the matter.
5. **CESSATION OF WORK**: Property Owner shall have the right to require an immediate cessation of the performance of the Work when such activities present or contribute to: (1) a potential for damage to the Property or other facilities located on the Property; or (2) an endangerment to public health, welfare, or the environment; or (3) noncompliance or violation of applicable laws.
6. **LIENS**: Geosyntec shall keep the Property free and clear from any and all mechanics', materialmens', builder's, contractors' or subcontractors' liens, or similar encumbrances to the Property, for labor, equipment or materials in connection with the Work.
7. **RESTORATION**: Upon completion of the Work or the earlier termination of this Agreement, Geosyntec shall remove its equipment, materials and supplies and take reasonable steps to return the Property to its original condition to the extent practical. Property Owner, however, recognizes that certain environmental work is intrusive and that it may not be feasible to return the Property to its original condition despite Geosyntec's reasonable efforts.
8. **INDEMNITY**: Geosyntec shall indemnify and hold Property Owner harmless, from and against claims for bodily injury or property damage arising out of, and to the extent caused by Geosyntec's on-site activities to perform the Work or its negligence or willful misconduct. Geosyntec shall have no liability for pre-existing conditions on the Property or for Property Owner's contributory or concurrent acts or negligence.
9. **INSURANCE**: Geosyntec shall maintain Commercial General Liability, Pollution Liability, and Workers Compensation/Employer's Liability insurance policies to insure Geosyntec's activities while on the Property and in the performance of the Work. Geosyntec shall provide a Certificate of Insurance of available coverage upon request.

10. TERM AND TERMINATION: The term of this Agreement shall be for the amount of time necessary to complete the Work, unless otherwise terminated earlier in accordance with this Agreement. Either Party can terminate this Agreement by written notice to the other Party with or without cause at any time. The termination of the Agreement will be effective thirty (30) days from the date of the written notice, unless a later date is specified in the Notice.

11. NOTICES: The signatories of this Agreement are the Authorized Representatives of the Parties for the execution of this Agreement. Any information or notices required or permitted under this Agreement shall be deemed to have been sufficiently given if in writing and delivered to such Authorized Representative to the addresses set forth in this Agreement. Notice given by mail shall also be transmitted by email at the time of mailing.

12. ENTIRE AGREEMENT: This Agreement constitutes a final and complete repository of the agreements between the Parties. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties hereby consent to the use and enforceability of electronic signatures in the course of their doing business and the Parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

Huerfano County

Geosyntec Consultants, Inc.

By: _____

By: _____

Name: John Galusha

Name:

Title: Chairman, Board of County Commissioners

Title:

Date of Signature: February 27, 2024

Date of Signature: