

**First Amendment
to the
Agreement to Operate Trash Transfer Station and Provide Waste Disposal Services**

This Amendment to the Agreement to Operate Trash Transfer Station and Provide Waste Disposal Services (“**Agreement**”) is made as of this 9th day of April, 2024 (the “**Effective Date**”) by and between the following entities:

- A. Huerfano County, a political subdivision of the State of Colorado (the “**County**”)
- B. Mountain Disposal Inc., a Colorado Corporation (“**Operator**”)

The above-listed parties may be referred to individually as “Party” and collectively as “Parties.”

MODIFICATIONS TO THE AGREEMENT

The Agreement is hereby modified as follows:

1. **Land Parcel:** (This section is hereby modified to read as follows)

County hereby leases unto Operator and Operator hereby leases from County for the term and upon the conditions hereinafter stated, the real property owned by the County, with a common address of 701 Industrial Park Drive, in the County of Huerfano, State of Colorado, together with the following structures thereon which Operator acknowledges are the property of County:

An office building of approximately 3,500 square feet of improved space, together with the equipment currently at the landfill, which is itemized on Exhibit "A," attached hereto and made a part hereof.

County reserves for its’ own use all portions of the property to the west of a line, illustrated in the attached Exhibit “C”, that runs from a point on the existing fence at 37.622186, -104.759698 or proximate thereto to a point on the existing fence at 37.622735, -104.760302 or proximate thereto.

6. **Maintenance Obligation:** (This section is hereby modified to read as follows)

Operator, at its expense, shall keep the Transfer Station, including utilities extended to the Transfer Station, and the equipment listed in Exhibit B in good repair and condition, and in a safe, sanitary, orderly, and slightly condition, ordinary wear and tear excepted. Operator is only using the Transfer Station as a transfer point, and none of the waste that Operator collects will remain at the Transfer Station permanently.

The County agrees to maintain the existing water and electric utilities in the County’s name and invoice Operator for said bills. Operator agrees to pay County, on or before April 30, 2024, a deposit in the amount of \$500, to be refunded by County to Operator within 60 days of the termination of the Agreement. The Parties agree that the County may withhold any amount due for water and electric utilities from the refund.

REMAINDER OF AGREEMENT UNALTERED

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

The Parties are executing this Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

Huerfano County, Acting by and through its Board of County Commissioners

By: _____

Date Signed: _____

Name: John Galusha

Title: Chairman, Board of County Commissioners

Attest:

By: _____
County Clerk and Recorder

Date Signed: _____

Mountain Disposal Inc.

By: _____

Date Signed: _____

Name: James Klipfel

Title: President