

ACCESS AGREEMENT

1. Grant of Access. City of Lyons (“Owner”) hereby grants to Cedar Lakewood LLC (“Cedar Lakewood”), access to the property associated with Parcel ID – 120320200023 located in Lyons, Colorado (the “Property”) for the purpose of conducting coring, drilling, soil, vapor, and groundwater sampling, and remedial efforts (as defined in Paragraph 2 below) on the Property, on the terms and conditions described below.
2. Purpose. Cedar Lakewood and its employees, agents, and contractors, may make such tests, inspections, investigations, examinations, valuations, surveys and studies, and remediation or corrective work relating thereto or arising therefrom including restoration activities (collectively, the “Tests” or “Testing”) necessary to assess the potential for environmental impacts on the Property and remediate contamination for which Cedar Lakewood is legally responsible.
3. Conduct of Tests.
 - a. Cedar Lakewood will conduct all Tests in a prompt, safe, efficient, and workmanlike manner and in compliance with all applicable federal, state and local laws, ordinances, rules, and regulations. Necessary permits shall be obtained by Cedar Lakewood prior to conducting Tests. Cedar Lakewood shall perform all Tests under this Agreement, and all work associated with the Tests, at its sole cost and expense.
 - b. Access to the Property under this Agreement for performance of the Tests will be at reasonable times during daylight hours unless otherwise agreed by Owner and Cedar Lakewood. At this time, the Tests consist of the installation and subsequent sampling of the monitoring wells in the locations depicted on Exhibit A. Should it become necessary to install additional monitoring wells, soil vapor wells, or remediation equipment on the Property, Cedar Lakewood will consult with Owner regarding the location of all such equipment and obtain Owner’s written approval prior to commencement of such additional work. EAGLE will make diligent efforts to coordinate with Owner to minimize any interference with the activities of Owner and its tenants during performance of the Tests.
 - c. Monitoring wells will be installed flush to grade and be capped at all times, except during installation, purging and sampling. Purge water will be collected by Cedar Lakewood and containerized, not discharged onto the Property. All waste containers will be stored on Cedar Lakewood’s property, not on the Property.
 - d. If Cedar Lakewood’s entry onto the Property, or exercise by Cedar Lakewood of any of its rights or obligations under this Agreement, results in any physical damage to the Property or the property of any tenant, Cedar Lakewood shall promptly repair and restore the item damaged to substantially the same condition as existed prior to the damage or exercise of such right or obligation.
 - e. Cedar Lakewood agrees to indemnify, defend, and hold harmless Owner, its agents, employees, successors, and assigns (the “Indemnified Parties”) from and against any claims brought against any of the Indemnified Parties for personal injury or physical

damage to real or personal property arising out of the performance of the Tests by Cedar Lakewood and its employees, agents, and contractors (including damage to the Property or property of tenants or other persons at the Property) except to the extent that such claims are due to the reckless, negligent, or intentional acts of the Indemnified Parties.

- f. Cedar Lakewood will promptly discharge at once or bond or otherwise secure against all liens and attachments that are filed against the Property in connection with the Work and shall indemnify and save Owner and the Property harmless from and against any and all loss, damage, injury, liability, and claims therefore resulting directly from such liens and attachments.
- g. Upon the completion of all work at the Property, Cedar Lakewood will promptly abandon all groundwater monitoring wells in accordance with the requirements of the Colorado Division of Water Resources, all other structures installed by Cedar Lakewood will be promptly removed, and the affected area will be resurfaced with like material to grade (asphalt/concrete/landscape). If any damage to any monitoring well or other structure installed by Cedar Lakewood on the Property occurs prior to completion of the work, due to plowing or other surface activities, the well and surrounding surface area will be promptly repaired by Cedar Lakewood.
- h. Soil and groundwater testing and any other required work on the Property is being completed to fulfill site characterization activities requested by the Colorado Department of Labor and Employment – Division of Oil and Public Safety (CDLE-OPS) associated with the nearby property located at 4065 Ute Highway, in Lyons, Colorado. If requested, the undersigned may obtain a copy of the Test results from Cedar Lakewood.

4. Insurance. Prior to commencement of the Tests, Cedar Lakewood will ensure that its contractor (i) has Worker's Compensation insurance with statutory limits, (ii) issues to Owner a Certificate of Liability Insurance naming Owner as an Additional Insured with respect to General Liability and Automobile Liability insurance, and (iii) endorses Owner as an additional insured onto its contractor's insurance policy.
5. Miscellaneous.
 - a. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
 - b. This Agreement is the entire Agreement between Owner and Cedar Lakewood with respect to the Property. Any waiver or modification with respect to any provision of this Agreement shall be set forth in writing.
 - c. The undersigned hereby warrant and represent that he or she is duly authorized to execute this Agreement on the relevant party's behalf.
6. Termination. This Agreement will terminate upon written notice by Owner or upon completion of Testing.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties thereto and their respective successors and assigns. Owner shall promptly notify Cedar Lakewood of any transfer of its interest in the Property and shall provide a copy of this Agreement to any and all transferees.
8. Nothing in this Agreement shall obligate Cedar Lakewood to remediate any contamination on or under the Property absent the requirement of the applicable governmental agency.

Please Sign:



Please Sign:

HARROWS & CALY

Print Name

Cedar Lakewood LLC
1360 W 13th Ave
Broomfield, CO 80020

Address

Print Name

Address

9/26/2023

Date

Date

