

TEMPORARY ACCESS AGREEMENT

THIS AGREEMENT ("Agreement") is made effective as of _____, 2006, by and among the GOLDEN URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado, and an urban renewal authority duly organized pursuant to Colorado Urban Renewal Law, C.R.S. § 31-25-101, et seq., with a place of business at 922 Washington Avenue, Suite 100, Golden, Colorado 80401 ("GURA"), ARCADIS G&M, Inc., a _____ corporation, with a place of business at 630 Plaza Drive, Suite 200 Highlands Ranch, Colorado 80129 ("ARCADIS"), HORNER & MUELLER INVESTMENTS, LLC, a _____ limited liability company, with a place of business at _____ ("Owner"), and WELLS FARGO BANK, N.A., successor in interest by merger to WELLS FARGO BANK WEST ("Tenant"). GURA, ARCADIS, Owner, and Tenant may sometimes be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS GURA is the owner of certain real property, located at 708 13th Street, Golden, Colorado ("Site").

WHEREAS on November 21, 2005, GURA filed its Application for Voluntary Clean-Up ("VCUP") under the Voluntary Clean-Up and Redevelopment Act, C.R.S. 25-16-301 ("Act") to remediate groundwater contaminates located on the Site and in the surrounding area. A copy of the Groundwater Treatment Remedial Design, attached hereto as Exhibit A, shows the contamination plume, two monitoring wells and three injection wells in the Wells Fargo Parking area.

WHEREAS ARCADIS was retained by GURA to prepare and submit the VCUP for approval, and to complete the groundwater remediation plan set forth in the VCUP.

WHEREAS Owner is the owner of certain real property located at 1220 Ford Street, Golden, Colorado ("Ford Property"), which is occupied by Tenant, and which is located northeast of the Site and within the contamination plume.

WHEREAS GURA and ARCADIS desire to accommodate Tenant and to minimize risk and interruption to Tenant's business during the process of completing the plan set forth in the VCUP to the greatest extent possible without incurring undue cost to the public or inconvenience to the Remediation Project.

NOW THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged; the Parties agree as follows:

1. Owner and Tenant grant to GURA and ARCADIS, their agents, employees, affiliates, vendors, contractors, subcontractor or subagents, temporary access to the Ford Property for the purposes of installation of the aforementioned wells and enabling periodic access to these wells for injection, monitoring and maintenance

(collectively the "Remediation Project"). Owner or Tenant may provide a representative to inspect each drilling location prior to drilling, if they so choose.

2. As a condition of temporary access to the Ford Property, GURA and ARCADIS, their agents, employees, affiliates, vendors, contractors, subcontractor or subagents, agree to the following measures in the course of carrying out the Remediation Project on the Ford Property. GURA and ARCADIS will:

- a) drill on the Ford Property only on weekends;
- b) provide ten (10) business days advance notice to Tenant of drilling on the Ford Property and obtain approval from Larry Stamm of the dates of drilling;
- c) access the Ford Property for injection only on Sundays and obtain approval from Larry Stamm of the schedule for accessing the property for injection;
- d) provide any reports from any monitoring of the Ford Property to Owner and Tenant; and
- e) upon receipt of regulatory closure, close the wells using best management practices, in accordance with all applicable state and federal requirements, and restore the property's surface to its condition immediately prior to installation of the wells.

3. The Parties acknowledge that, with respect to the Remediation Project, GURA acts and will act only through its agent ARCADIS, to whom all activities related to the Remediation Project have been delegated and assigned pursuant to that certain Agreement for Professional Services between GURA and ARCADIS dated October 26, 2005.

4. **Insurance.** As a condition of access to the Ford Property, and with respect only to the work to be performed on the Ford Property, ARCADIS agrees to secure before commencing, and maintain during the performance of its obligations under this Agreement, a General Liability Policy with a minimum of \$1,000,000 in insurance coverage, naming Tenant as an additional insured. ARCADIS agrees to provide proof of insurance to Tenant's designated representative, Larry Stamm at the following address: 1740 Broadway, Denver, CO 80274, C7300-120, Office: 303-863-5322; Fax: 303-863-5916.

5. **Indemnification.** As a condition of access to the Ford Property, and with respect only to the work to be performed on the Ford Property, ARCADIS agrees to and shall indemnify, Owner and Tenant against, and hold Owner and Tenant harmless from any and all claims, losses, damages, violations of any laws or regulations of any federal, state, or local governmental agency or political subdivision, obligations, causes of action, suits, administrative actions, deficiencies, assessments, liens and liabilities of every kind (collectively "Claims"), resulting directly or indirectly, in whole or in part from

(i) the negligent performance of this Agreement; (ii) acts or omissions ARCADIS, their agents, employees, affiliates, vendors, contractors, subcontractors or subagents, in connection with this Agreement or (iii) ARCADIS' breach of any obligation, representation, warranty or covenant contained in this Agreement. ARCADIS shall defend Owner and Tenant against the foregoing, or litigation in connection with the foregoing, at ARCADIS' expense, with counsel reasonably acceptable to Owner and Tenant. Owner and Tenant, at their expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of Owner or Tenant. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

6. **Force Majeure.** Each party shall be excused from performance under this Agreement while and to the extent that it is unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.

7. **Governing Law.** This Agreement shall be deemed to have been made and accepted in Jefferson County, Colorado, and the laws of the State of Colorado shall govern any interpretations or constructions of the Agreement.

8. **No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

9. **Amendments.** This Agreement may not be amended except in writing properly executed by the parties hereto. Except as specifically amended, this Agreement shall remain in full force and effect.

10. **Assignment.** This Agreement may not be assigned by either Party without the written consent of the other Parties.

11. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and

enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

12. **Term.** The term of this Agreement will be 48 months, commencing on the effective date set forth above and ending October ____, 2010, unless (i) extended by mutual agreement, or (ii) any Party violates the requirements and conditions of this Agreement, in which event* the Party asserting the violation may provide notice that the term has been reduced to the date of the notice, which shall be effective to reduce the term.

13. **Tenant's Non-renewal.** In the event that Tenant does not renew or extend its lease, Owner will accept the Ford Property with the Agreement in place and will release and hold harmless Tenant of any liability or obligations relating to the activities authorized by this Agreement.

14. **Notices.** The Parties' representatives for notification for all purposes are:

GURA:

Mark Heller
Golden Urban Renewal Authority
922 Washington Ave., Suite 100
Golden, Colorado 80401
Phone: 303-279-4162
Fax: 303-279-4690
E-mail: mark@GURA.com

ARCADIS:

Sara A. Handy, P.E.
ARCADIS G&M, Inc.
630 Plaza Drive, Suite 200
Highlands Ranch, Colorado 80129
Phone: 720.344.3804
Fax: 720.344.3535
E-mail: shandy@arcadis-us.com

OWNER:

Horner & Mueller Investments, LLC

Phone: _____

Fax: _____

Email: _____

TENANT:

Property Manager/Golden (currently Larry J. Stamm)
Wells Fargo Bank, N.A.
1740 Broadway
Denver, CO 80274
C7300-120
Office: 303-863-5322
Fax: 303-863-5916
E-mail: Larry.J.Stamm@wellsfargo.com

15. **Entire Agreement.** These terms and conditions constitute the entire Agreement between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement. The headings to the various sections of this Agreement are solely for the convenience of the Parties, are not part of the Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

16. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, including without limitation the terms of paragraphs 4 and 5 above, and any undischarged obligations of GURA and ARCADIS arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive-such expiration.

17. **Execution.** This Agreement may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile transmission of executed signature pages shall be sufficient to bind the executing Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

GOLDEN URBAN RENEWAL AUTHORITY,
a body corporate and politic of the State of Colorado

By: _____
Theodore A, Bickart, Chair

By: _____
_____, Secretary

ARCADIS G&M, INC.

By: _____
Sara A. Handy, P.E.
Project Manager

HORNER & MUELLER INVESTMENTS, LLC

By: _____

Name: _____

Title: _____

WELLS FARGO BANK, N.A.

By: _____

Name: _____

Title: _____