

#5(T.)

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Terracon

ACCESS AGREEMENT

Date: 9/2/08

DEFINITIONS

The property to which access is granted is: Polk County Jail ("Property").

The Legal Owner(s) of the Property or person/entity with legal authority to grant access to the Property is: ("Grantor").

The services to be conducted on the Property are generally described as follows: Soil Borings ("Services").

The entity granted access for the purposes of performing the Services is Terracon Consultants, Inc., which shall include its employees, agents, and subcontractors ("Grantee").

The Services are performed for the benefit of ("Client"), pursuant to the Agreement for Services between Terracon and Client, date and reference number 9/2/08 and P93-G092-08.

AGREEMENTS

By its signature below, Grantor represents it has authority to, and does, grant access to the Property to Grantee for the purpose of performing the Services. Grantor agrees that:

- Grantee may drill exploration borings on the Property, using drill rigs, trucks and other equipment, recover and collect soil, water, and other samples, and perform other actions related to the exploration of surface or subsurface conditions on the Property, as necessary to perform the Services.
- Grantee may use large truck or track-mounted equipment in the performance of the Services, which is normal and customary in the performance of these kinds of services, and that this equipment may leave depressions, wheel tracks, ruts or other marks in the ground surface ("Surface Marks"), but Grantee will make reasonable efforts to restore the property and leave it in a condition suitable for its previous use. Landscaping restoration, including seeding or sodding, will not be performed.
- Grantor will not interfere with any of the activities of Grantee or undertake any actions regarding the use of Property that would endanger the health, safety, or welfare of the Grantee employees, agents, or subcontractors, or damage their equipment, materials, or property.

By its signature below, Grantee agrees:

- That upon completion of Services and activities authorized by this Access Agreement, Grantee will remove all material and equipment utilized by Grantee from the Property, with the exception of ground markers that may be placed on the premises to designate sampling areas,
- Grantee will remove boring spoils that accumulate around the bore holes, or, where allowable, spread the spoils across the area, if acceptable to Grantor.
- Grantee will make reasonable efforts to restore the property and leave it in a condition suitable for its previous use.

The Services and field activities authorized under this Access Agreement may begin after signature of Grantor. Access is granted until Services are completed, which should not exceed 45 days following commencement of Services, except for period of access necessary for monitoring equipment, if applicable, after which time all rights of access given by Grantor shall cease.

SIGNATURES

Grantor: Polk County, Tx.
 By: [Signature] Date: 10/14/08
 Name/Title: John P. Thompson County Judge
 Address: 101 W. Church Ste. 300
Lulington Tx. 77351
 Phone: (936) 327-6813 Fax: (936) 327-6891

Terracon Consultants, Inc. :
 By: [Signature] Date: 9/2/08
 Name/Title: William V. Jacobs, P.E./Principal
 Address: 1609 S. Chestnut, Suite 107
Lufkin, Texas 75901
 Phone: 836.634.5044 Fax: 836.634.8177