

Water Quality Assurance Revolving Fund
Lake Havasu Avenue and Holly Avenue WQARF Registry Site Lake Havasu
City, AZ

Lake Havasu City
2330 McCulloch Blvd. North Lake Havasu
City, AZ 86406

2025 ENVIRONMENTAL ACCESS AGREEMENT

This Environmental Access Agreement ("Agreement") is entered into by and between Lake Havasu City, an Arizona municipal corporation ("Grantor" or "City") and the Arizona Department of Environmental Quality ("Grantee" or "ADEQ"), an agency of the State of Arizona. Grantor and Grantee are referred to herein as the "Parties."

RECITALS

A. Grantee is informed that a release of hazardous substances and/or regulated substances has occurred within the boundaries of Lake Havasu City, Arizona 86403, at or near real property owned by Grantor, as well as public Right-of-Ways, Drainage Ways, and/or Utility Easements which are owned, legally possessed, or controlled by Grantor.

B. Grantee desires access to certain wells owned by the City and ADEQ wells located within City real property and Rights-of-Ways. The wells owned by the City are referred to as "City Wells" and wells owned by ADEQ are referred to as "ADEQ Wells".

C. Attached hereto as Exhibit "A" is an aerial photograph of the City, depicting the location of City wells (KPMW-1, KPMW-2 and KPMW-3) and ADEQ wells within City Rights-of-Way (I-5A/B, I-6A/B and LHH-02). ADEQ also desires to install an additional monitoring well and requests City authorization to install LHH-10 as depicted on the Exhibit "A".

D. Attached hereto as Exhibit "B" is an aerial photograph of the City, depicting ADEQ wells within City Rights-of-Way (I-2A/B, LHH-01, LHH-03 and LHH-04). ADEQ also desires to install an additional monitoring well and requests City authorization to install LHH-11 as depicted on the Exhibit "B".

E. Attached as Exhibit "C" is an aerial photograph of the City depicting an ADEQ well (LHH-05) on parcel 115-28-008.

F. The properties identified in Exhibits "A", "B" and "C" are collectively referred to as the "Property."

G. Pursuant to this Agreement, Grantor grants to Grantee the right of access to the Property and the City Wells on the Property and to install two (2) new monitoring wells (LHH-10 and LHH-11) as depicted.

H. If Grantor desires to collect split samples when Grantee conducts any sampling events associated with the Wells (City or ADEQ) located on the Property, the City shall provide notice to ADEQ within forty-eight (48) hours of any scheduled sampling.

I. The Parties desire to state the terms upon which Grantee and its contractors may enter upon and use the Property.

J. Grantor has been and continues to be cooperative with Grantee.

AGREEMENT

Now, therefore, the Parties agree as follows:

1. Recitals and Warranty of Title. The Recitals and Exhibits are incorporated into and made a material part of this Agreement.

2. Warranty of Ownership. To the extent ADEQ installs Grantee Wells on City Property, Grantor is the only owner and holds legal title the Property. Grantor has the authority to enter into this Agreement.

3. Grant of Right of Access. For the installed wells and the wells to be installed, Granter grants to Grantee and its contractors the right to enter on, use, and occupy the Property for the following purposes: collecting soil and groundwater samples during well installation, and collecting groundwater samples and water level measurements from the Grantee Wells and City Wells ("Activities") and for no other purpose whatsoever. This Agreement is intended and shall be construed as a license; not an easement. The Parties agree that this Agreement does not create any partnership, joint venture, business enterprise, agency, or similar relationship between Grantee and Granter. If access to the Property is restricted, Granter will have any entry gate or door opened at Grantee's request.

4. Grant of Right to Sample Grantee Wells. At times in addition to those events anticipated in paragraph 3, Grantee grants to Grantor the right to access and sample the Grantee Wells located on the Property. Granter shall use reasonable efforts to give Grantee at least five (5) days prior notice of the sampling event. Granter shall ensure that all sampling events are conducted in compliance with all applicable federal, state, and local laws, rules, and regulations.

5. Collection of Split Samples. Both Parties shall be given the opportunity to collect split samples during the other Party's sampling of Grantee Wells or City Wells. Should either Party choose to collect split samples, such Party, or its consultant shall bring its own sample bottles to the Property and shall be responsible for samples preservation, chain of custody, transport of the samples to a laboratory for analysis, and all associated analysis costs.

6. Duty of Care. The Parties may use the Property to an extent not inconsistent with this Agreement. Grantee shall use reasonable efforts not to hinder or interfere with any activity

conducted on the Property by Grantor. Grantee shall not damage or tamper with any equipment, utilities, or other things located on the Property without Grantor's prior consent

7. Notice of Activities. Grantee shall use reasonable efforts to give Grantor at least five (5) business days prior notice of the Activities it intends to conduct on the Property unless otherwise waived by the City upon reasonable request by ADEQ. Grantee shall ensure that all Activities are conducted in compliance with all applicable federal, state, and local laws, rules, regulations, and applicable and acceptable industry standards and practices.

8. Notices Required Under This Agreement. All notices from Grantee to Grantor under this Agreement shall be effective when given, if by telephone or by email, to:

City Attorney
Kelly Garry
at (928) 453-4144
GarryK@lhcaz.gov

and, if in writing, to:
City Attorney
Lake Havasu City
2330 McCulloch Blvd.
North Lake Havasu City, AZ 86406

Notices from Grantor to Grantee shall be effective when given, if by telephone or email, to:

Hazel Cox
ADEQ Project Manager
(602) 771-4556
Cox.hazel@azdeq.gov

and, if in writing, to:

Hazel Cox
Project Manager
Arizona Department of Environmental Quality Waste Programs Division
1110 West Washington Street, Sixth Floor
Phoenix, Arizona 85007.

Notices in writing shall only be sent by hand-delivery, facsimile transmittal, or by certified mail. Notices given by telephone are effective at the time the telephone call is received. Notices given by facsimile transmittal are effective twenty-four (24) hours after the transmittal is confirmed, provided a copy of the notice is also sent by regular first-class mail, postage prepaid. Notices given by hand-delivery are effective at the time the notice is received. Notices given by certified mail are effective on the date the return receipt is signed and dated. If the return receipt is not dated, the notice is effective three (3) days after the date it was mailed. Wherever used in this Agreement,

"days" means calendar days, excluding Saturdays, Sundays, and legal holidays.

If either Party changes its telephone number or mailing address for purposes of notice under this Agreement, written notice of the change shall be promptly given to the other Party.

9. Reports. A Party who collects samples and conducts analysis of the Grantee Wells or the City Wells, pursuant to this Agreement, agrees to provide the other Party, free of charge, a copy of the results of such analysis of those samples within two (2) weeks of receipt of the results.

10. Insurance. While this Agreement is in effect, Grantee shall maintain insurance or self-insurance. Grantee shall require its contractors to comply with the insurance provisions of the Arizona Superfund Response Action Contract. Grantee shall also require contractors to include the Grantor as an Additional Insured under its general and professional liability policy used to provide insurance for this particular property. Grantee or its contractor shall provide Grantor with certificates of insurance prior to entry upon the Property.

11. No Indemnity. Grantor and Grantee are responsible for only their own negligence in connection with the Activities conducted on the Property or the Private Property. Neither Party to this Agreement agrees to indemnify the other Party or hold harmless the other Party from liability hereunder.

12. Permits. Grantee shall obtain any permit and pay any fee that is required to conduct any Activities under this Agreement.

13. Restoration of the Property. Grantee shall promptly repair any material damage it causes to the Property related to any Activities. Installation of the Grantee Wells is not considered damage to the Property. Notwithstanding the foregoing, Grantee may abandon any well it installed or installs on the Property. However, prior to abandonment of any well, Grantor will be given thirty (30) days' notice to take ownership of any of the Grantee Wells. If Grantor does not notify Grantee of its intent to take ownership of the Grantee Wells within thirty (30) days, then such well abandonment shall be conducted by Grantee in accordance with Arizona Department of Water Resources' rules for well abandonment.

14. Transfer of Wells to Grantor. Should Grantor request to take ownership of any of the Grantee Wells pursuant to Paragraph 13 above, as consideration for Grantor's grant of an access license under this Agreement, Grantee agrees to identify and transfer legal title to Grantor of the Grantee Well(s). Legal title to the Grantee Well(s) shall be transferred to Grantor by quit claim deed, or other appropriate instrument, that may be recorded in the county where the Property is located. Grantee shall transfer ownership of the identified well(s) to Grantor in "as is" condition with no warranties express, or implied, as to the condition of the well(s) or suitability of the well(s) for any specific purpose or use. Ownership of the Grantee Well(s) shall not be transferred to Grantor unless and until Grantee determines that the well(s) are no longer needed for Activities associated with any Water Quality Assurance Revolving Fund site.

15. No Admission of Liability. By entering into this Agreement, Grantor does not admit any liability for any contamination on the Property or in the groundwater thereunder. Grantee shall bear the cost of Activities, unless it determines others are responsible or otherwise liable for such costs.
16. Cancellation. This Agreement may be canceled pursuant to A.R.S. § 38-511.
17. Default. If either Party defaults under this Agreement and the default continues for more than ten (10) days after the effective date of written notice stating the specific nature of the default, then the other Party may treat the default as a material breach of this Agreement and may exercise any remedy available to it under any local, state and federal law, rule, and regulation. Notwithstanding the foregoing, if Grantee determines that its default should not or cannot be cured within the ten-day notice period, then the default shall be deemed cured if Grantee commences efforts to cure the default within the ten-day notice period.
18. Dispute Resolution. This Agreement shall be governed, interpreted, and enforced according to the laws of the State of Arizona. Proper venue for any civil action, proceeding, or arbitration arising out of this Agreement shall be Maricopa County, Arizona. To the extent required by A.R.S. § 12-1518(B) and as set forth in A.R.S. § 12-133, at the direction of the court, the Parties shall submit any breach or dispute arising out of this Agreement to arbitration pursuant to Ariz. R. Civ. P. Rules 72-77.
19. Entire Agreement. This Agreement expresses the entire agreement of the Parties and shall replace the Parties' prior agreements dated April 10, 2018 and September 27, 2018. With the exception of an election for extension under paragraph 27, no modification of this Agreement is valid or enforceable unless the terms of the modification are in writing and signed by the Parties.
20. Exhibits to this Agreement. Exhibits to this Agreement are intended for informational purposes only. If there is a conflict between the terms of this Agreement and an Exhibit to this Agreement, the terms of this Agreement shall control.
21. Successors and Assigns. This Agreement binds and inures to the benefit of the Parties and their agents, heirs, successors, assigns, transferees, executors, and personal representatives.
22. Reservation of Rights. Notwithstanding any provision of this Agreement, Grantee retains all access, investigative, and enforcement authority and all other rights and remedies provided under any applicable law, statute, rule, and regulation.
23. Possession of Original. Grantee shall retain possession of the fully executed original of this Agreement and all modifications of this Agreement, and Grantor shall receive accurate copies.
24. Effective Date. This Agreement is effective on the latter date as signed by the Parties.
25. Expenditures by Parties. This Agreement is subject to available funding and nothing shall bind either party to expenditures in excess of funds appropriated and allotted for the purposes in this Agreement.

26. Term and Termination. This Agreement shall continue for a period of five (5) years from the Effective Date. Thereafter, Grantee may elect to renew this Agreement for up to two (2) subsequent five (5) year periods upon written request to Granter no less than thirty (30) days before expiration.

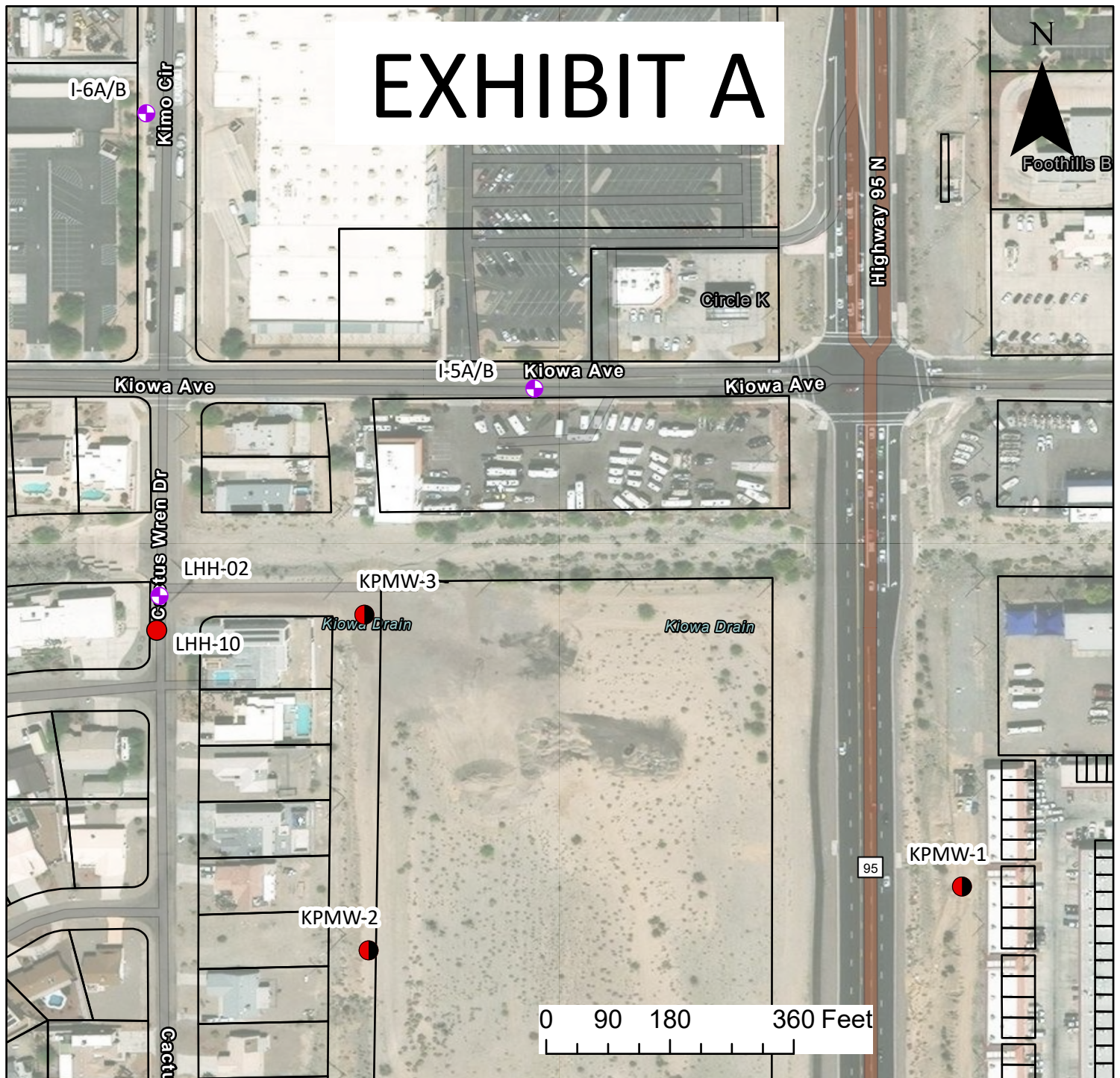
27. Miscellaneous. The Parties agree that neither is relying on any promise, agreement, or representation made by the other Party except as stated in this Agreement.

28. Counterparts. This Agreement may be signed in counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same Instrument.

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY, an agency of the State of Arizona, Grantee By _____ Tina LePage, Manager Remedial Projects Section Date _____	LAKE HAVASU CITY, An Arizona municipal corporation, Grantor By _____ Jess Knudson City Manager Date _____
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EXHIBIT “A”

EXHIBIT A

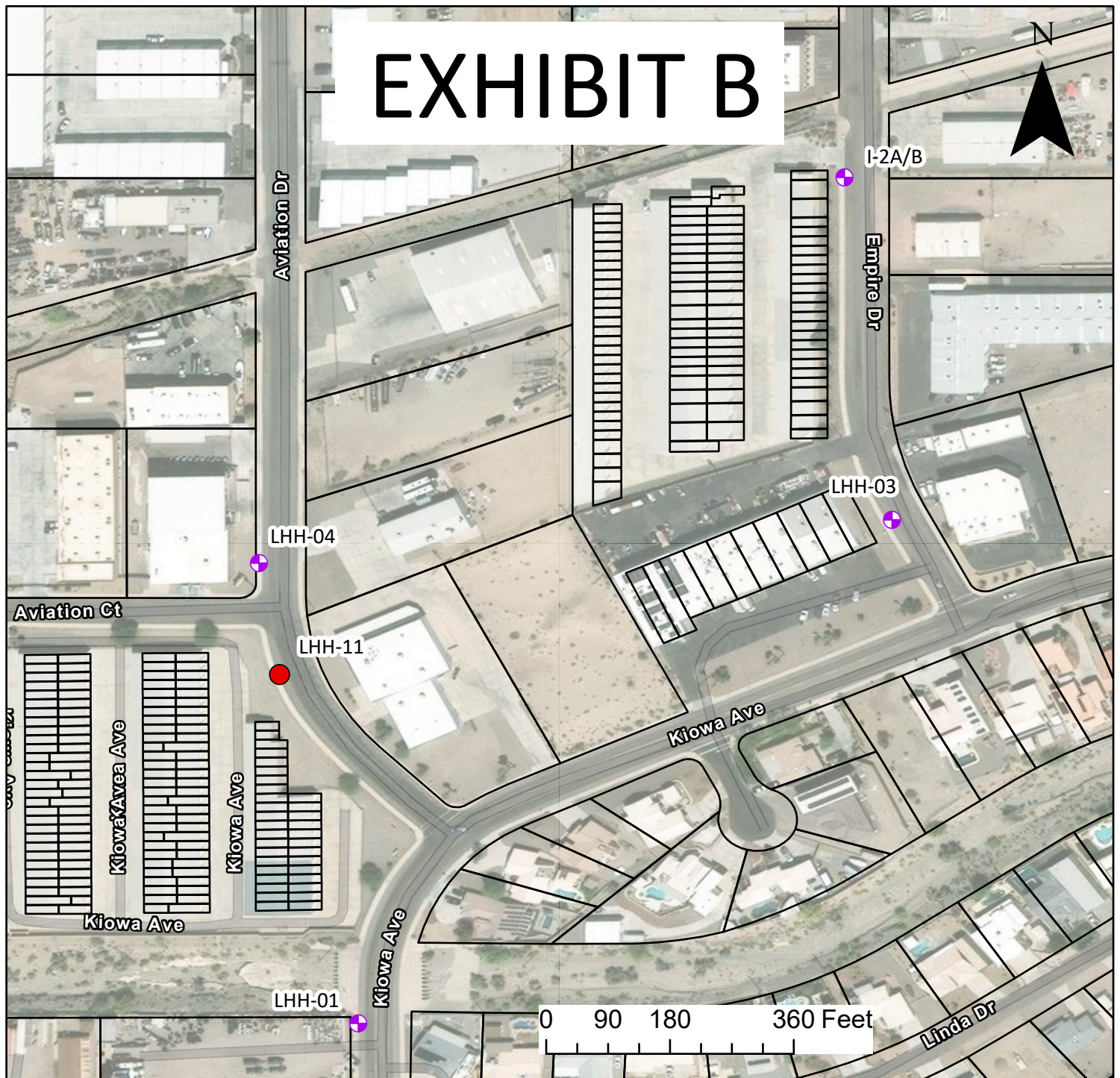


- City-Owned Monitoring wells
- ADEQ-Owned Monitoring wells
- ADEQ Future Monitoring well

Well ID	ADWR No. 55-	Latitude (Degrees)	Longitude (Degrees)
I-5A/B	903956	34.50296333	-114.3507465
I-6A/B	904318	34.50407413	-114.3522821
KPMW-1	587761	34.50098818	-114.3490403
KPMW-2	587762	34.50073992	-114.3514025
KPMW-3	587763	34.50207322	-114.3514148
LHH-02	922192	34.502145	-114.352253
LHH-10	NE	34.502021*	-114.352254*
NE - Not Established			
* Approx. location			

EXHIBIT “B”

EXHIBIT B



- ADEQ-Owned Monitoring wells
- ADEQ Future Monitoring well

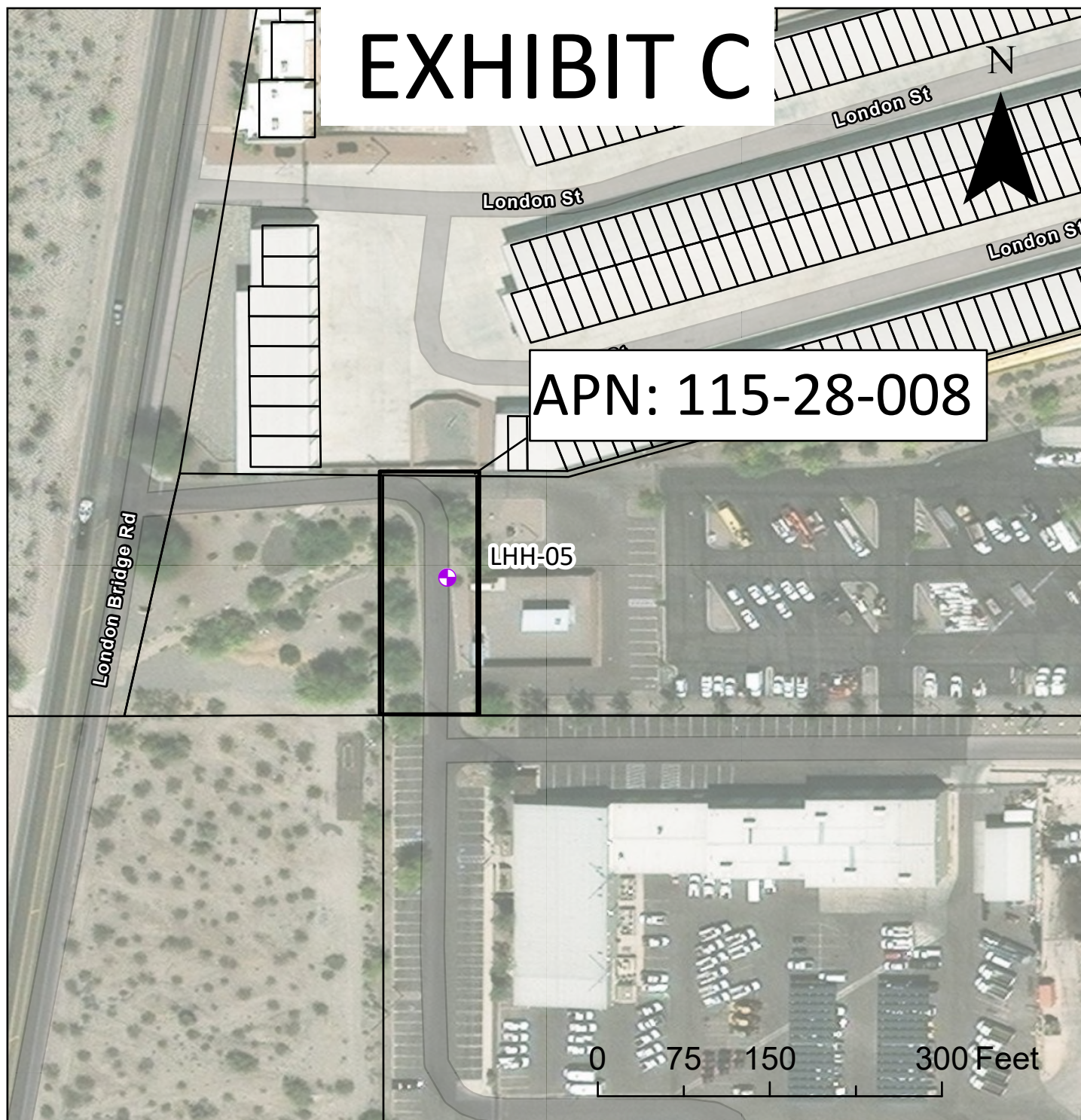
Well ID	ADWR No. 55-	Latitude (Degrees)	Longitude (Degrees)
I-2A/B	901365	34.50453896	-114.3545328
LHH-01	921601	34.500928	-114.356422
LHH-03	922235	34.503189	-114.354343
LHH-04	922236	34.503008	-114.356864
LHH-11	NE	34.502539*	-114.356752*

NE - Not Established

* Approx. location

EXHIBIT “C”

EXHIBIT C



● ADEQ-Owned Monitoring well

□ Mohave Parcel

Well ID	ADWR No. 55-	Latitude (Degrees)	Longitude (Degrees)
LHH-05	229557	34.503213	-114.360125