

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

FIRST AMENDMENT TO 2025 ENVIRONMENTAL ACCESS AGREEMENT

Pursuant to Section 19 of the 2025 Environmental Access Agreement, the Arizona Department of Environmental Quality (“Grantee” or “ADEQ”) and Lake Havasu City, an Arizona municipal corporation (“Grantor” or “City”), hereby agree to this First Amendment.

RECITALS

A. On March 14, 2025, Grantor and ADEQ entered into the 2025 Environmental Access Agreement (“2025 Agreement”) granting ADEQ access to enter on and conduct environmental investigations and remedial actions at real property and public Right-of-Ways, Drainage Ways, and/or Utility Easements controlled or owned by the Grantor (the “Property”) and located at or near a former facility located at 900 N. Lake Havasu Blvd., Lake Havasu City, Arizona 86406.

B. The Parties agree to amend the 2025 Agreement as follows:

AMENDMENT

Grantor and ADEQ agree to the following amendments to the 2025 Agreement:

The following paragraph is added to the “RECITALS” section:

K. As part of an ongoing investigation of unpermitted releases of hazardous substances or other pollutants at or near a former facility located at 900 N. Lake Havasu Blvd., Lake Havasu City, ADEQ anticipates placement of four (4) monitoring wells, LHH-12, LHH-13, LHH-15, and LHH-16 located within the City Right of Way. ADEQ and its contractor(s) require access to the Property to install these four (4) additional monitoring wells.

The following paragraphs are added to the “AGREEMENT” section:

3.1. The City grants to ADEQ and its contractor(s) the right to access the Property for the purpose of installing and monitoring four (4) monitoring wells as indicated on the aerial images depicting the approximate well locations and attached hereto as Exhibits A B, C, and D. The City also authorizes ADEQ to obtain soil samples when installing the wells and to obtain groundwater samples if groundwater is encountered during the drilling or subsequent monitoring. The

City agrees to cooperate with all monitoring activities conducted by ADEQ on the Property.

The Parties also agree to the following terms of this Amendment:

1. Effect of this Amendment. All other provisions of the 2025 Agreement remain in full force and effect as if this Amendment had not been entered into. If there is any conflict between a provision of the 2025 Agreement and this Amendment, this Amendment shall control.

2. Exhibits to this Amendment. Exhibits to this Amendment are intended for informational purposes. If there is a conflict between the terms of this Amendment and an Exhibit to this Amendment, the terms of this Agreement shall control.

3. Possession of Original. ADEQ shall retain possession of the original Amendment and Owner shall receive an accurate copy.

4. Effective Date. This Amendment is effective when signed by Grantor and ADEQ.

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**ARIZONA DEPARTMENT OF
ENVIRONMENTAL QUALITY,
an agency of the State of Arizona, Grantee**

By _____

Tina LePage, Manager
Remedial Projects Section

Date _____

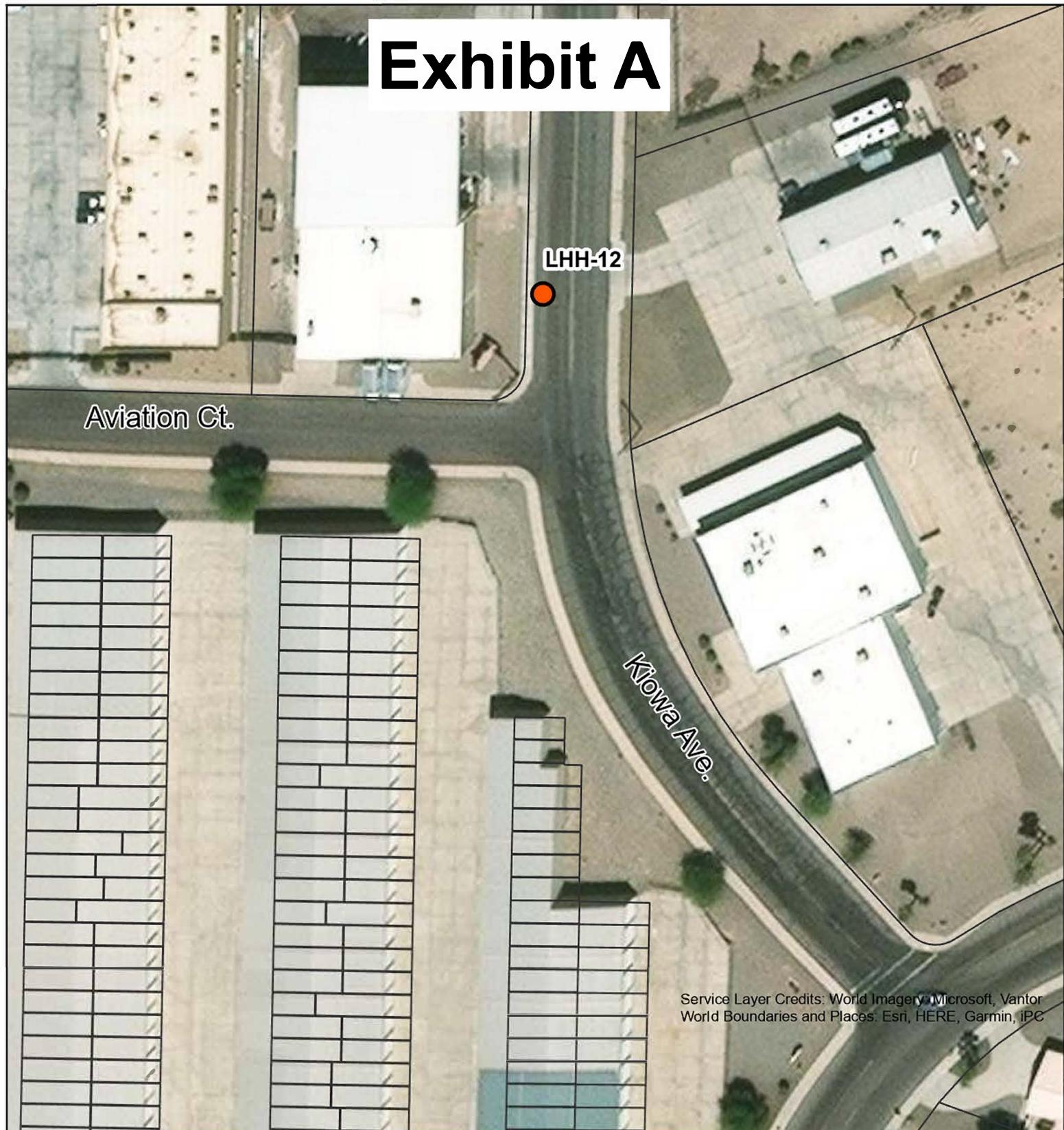
**LAKE HAVASU CITY,
An Arizona municipal corporation, Grantor**

By _____

Jess Knudson
City Manager

Date _____

Exhibit A



● ADEQ Future Monitoring Well



0 50 100 Feet

Well ID	ADWR No. 55-	Latitude (Degrees)	Longitude (Degrees)
LHH-12	NE	34.5030443*	-114.3568440*
NE - Not Established			
* - Approximate location			

Exhibit B



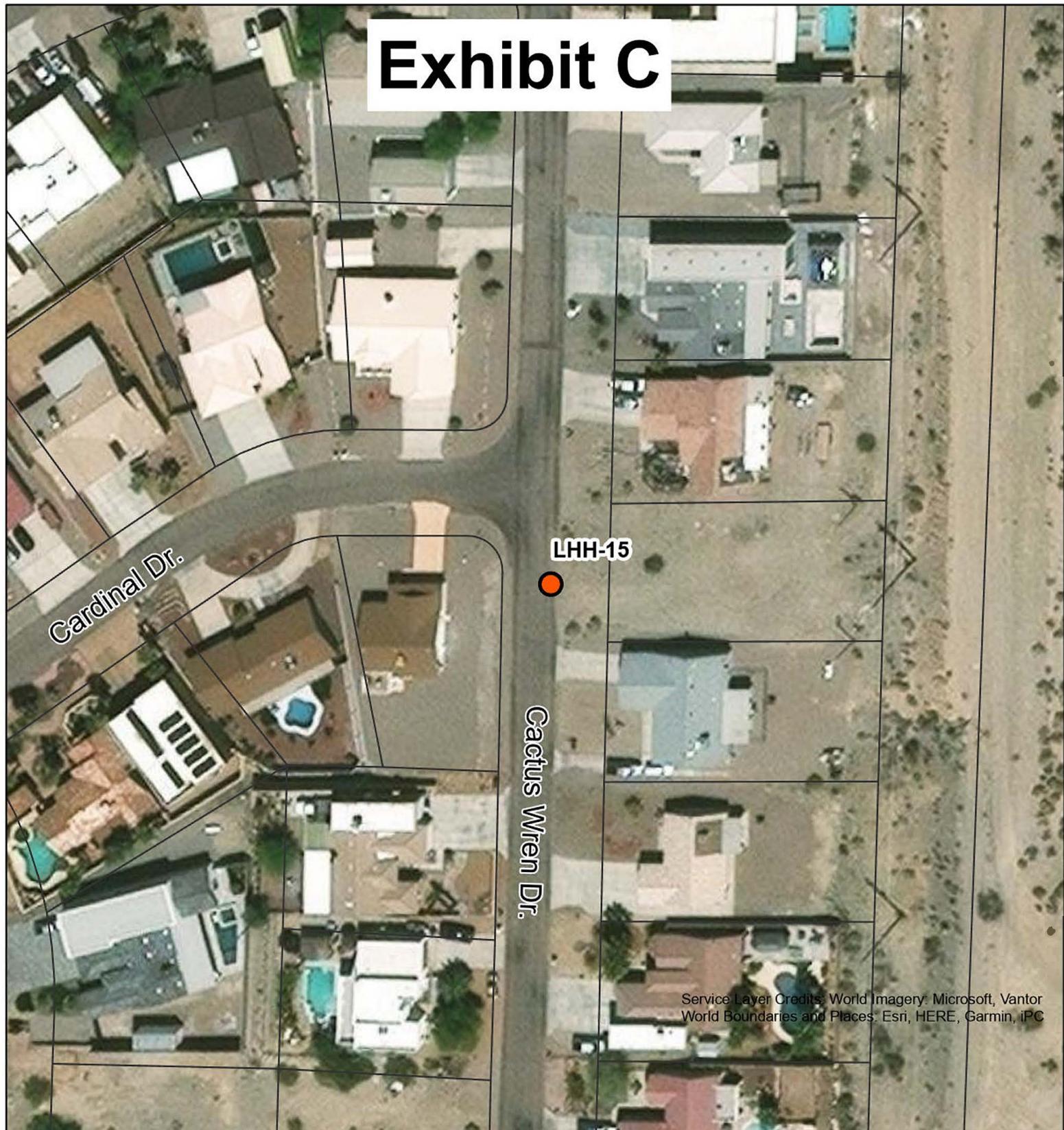
Well ID	ADWR No. 55-	Latitude (Degrees)	Longitude (Degrees)
LHH-13	NE	34.5003023*	-114.3572134*
NE - Not Established			
* - Approximate location			

● ADEQ Future Monitoring Well



0 50 100 Feet

Exhibit C



● ADEQ Future Monitoring Well



0 50 100
Feet

Well ID	ADWR No. 55-	Latitude (Degrees)	Longitude (Degrees)
LHH-15	NE	34.5007515*	-114.3521927*
NE - Not Established			
* - Approximate location			

Exhibit D



● ADEQ Future Monitoring Well



0 50 100 Feet

Well ID	ADWR No. 55-	Latitude (Degrees)	Longitude (Degrees)
LHH-16	NE	34.4975309*	-114.3509070*
NE - Not Established			
* - Approximate location			