



ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY STATE RIGHT OF ENTRY

PROPERTY ADDRESS: Well location: _____;
ADWR Well Registration # _____ ("Property")

1. Grant of Right of Entry: _____ ("Owner"), holds title to the Property and hereby grants permission to the Arizona Department of Environmental Quality ("ADEQ") and its representatives to enter on the Property for the sole purpose of conducting the following ("Activities"):

- Collecting well samples pursuant to ADEQ's water quality monitoring responsibility under A.R.S. § 49-225.
- Offering for lab analysis the groundwater sample(s) for determination of adherence to applicable water quality standards.
- Documenting via notetaking and photography the well location and conditions surrounding the sampling location.
- Using and distributing the groundwater sampling data pursuant to ADEQ's water quality monitoring authority under A.R.S. § 49-225, including, but not limited to: the production of Open File Basin Reports for the region in which the well is located; the evaluation of water quality trends; and the publication of water quality data on the Arizona Water Quality Database.

2. Other Material Conditions:

- A. ADEQ will give Owner at least three (3) days prior notice, unless otherwise agreed to, of its intent to enter on the Property. Owner, or its authorized agent, will open any entry gate or door to and/or remove any lock on any applicable well on the Property. This right of entry will expire on February 28, 2024.
- B. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

3. Notices Required Under This Agreement: Notices from ADEQ to Owner shall be effective when given:

if by telephone, to:

_____ (Designated Representative)

at (____) - _____,

or, if in writing, by email, to:

_____ (Designated Representative)

at _____.

Dated this _____ day of _____, 2023.

_____, Owner

By _____
[signature of authorized signatory]

Name _____
[print or type signor's full name]

Its _____
[print or type signatory's official title]