ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY
WATERSHED IMPROVEMENT/PROTECTION PROJECT

This Access Agreement ("Agreement") is made and entered into this _____ day of __, 202* by and between_____ ("Owner") and the Arizona Department of Environmental Quality ("ADEQ"). Owner and ADEQ are collectively referred to herein as the Parties. Owner currently owns the property located at [ADDRESS, CITY, COUNTY], Parcel Number(s) _____ ("Property").

ADEQ desires to cooperate with Owner, by establishing the terms and conditions under which it or its representatives will enter onto the Property to implement watershed improvement activities. ADEQ proposes to perform watershed improvement activities ("Activities") that may include, but are not limited to:

a. installing fencing;
b. revegetating;
c. surface water sampling; and
d. installation of monitoring equipment).

Owner agrees to cooperate with ADEQ and its duly authorized agents in the activities to be conducted upon the Property.

The Parties hereto agree as follows:

1. Owner grants permission to ADEQ and its representatives to enter upon the Property to conduct the Activities to preserve and protect water quality standards in accordance with Arizona Revised Statutes (A.R.S.) §49-104(A)(7).

2. ADEQ agrees to perform all work in a safe and workmanlike manner, which shall conform to professional standards and practices consistent with generally accepted industry standards and shall comply with all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and orders.

3. Owner shall not be responsible for any theft of or damage to any property or equipment of ADEQ or its representatives unless resulting from the Owner's acts or omissions or the acts or omissions of its employees, agents, contractors, subcontractors or any other person acting on behalf of Owner.

4. Owner and ADEQ are responsible for only their own negligence in connection with the Activities conducted on the Property.

5. Owner and its agents, employees, contractors, invitees, and guests shall not hinder or

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interfere with the Activities and shall not damage or tamper with any equipment or other property used in connection with the Activities.

6. ADEQ will give Owner reasonable notice of its intent to enter on the Property by ADEQ personnel and/or its representatives.

7. Owner does not admit liability for any contamination at the Property.

8. While this Agreement is in effect, ADEQ will both maintain and provide proof of insurance or self-insurance, and will require its representatives to comply with the insurance provisions of the Arizona Department of Administration.

9. This Agreement shall terminate on [DATE] unless otherwise agreed to by the Parties.

10. Owner agrees to give ADEQ at least 60 calendar days written notice prior to terminating this Agreement and to allow ADEQ sufficient time to complete any scope of work already underway and to remove any equipment on the Property.

11. ADEQ will repair any material damage it causes to the Property in connection with its Activities. Except for alterations to the Property caused by Owner, acts of nature, and persons other than ADEQ and its representatives, authorized agents, attorneys, investigators, consultants, advisors, and contractors. Upon completion or discontinuation of the Activities, ADEQ will restore the Property to substantially the same condition that existed prior to the commencement of the Activities.

12. This Agreement may be cancelled by the ADEQ Director pursuant to A.R.S. §38-511.

13. 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.

This Agreement shall be effective as of the _____ day of _____, 202X.

BY: _____

[**OWNER NAME, COMPANY, IF APPLICABLE**]

BY: _____

Randall Matas, Director
Water Quality Division
Arizona Department of Environmental Quality

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