When recorded, return to:
Arizona Dept. of Environmental Quality
Surface Water Section – Watershed Improvement Unit
1110 West Washington Street
Phoenix, Arizona 85007-9973

[Name of Property Owner]
[Mailing Address]

PROPERTY ADDRESS: _____

PARCEL NUMBER(S): _____

ENVIRONMENTAL ACCESS AGREEMENT

This Environmental Access Agreement ("Agreement") is entered into by and between the Arizona Department of Environmental Quality ("ADEQ") and [Name of Property Owner] ("Owner"). Owner and ADEQ are referred to herein as the "Parties."

RECITALS

A. A watershed improvement project is proposed for the property located at [Property Address] ("Property"). The Owner's deed is attached setting forth the legal description of the Property and marked "Exhibit 1." The location of the Property is shown by the map that is attached and marked "Exhibit 2." The Property's parcel number is [Parcel Number(s)].

B. Parties desire that ADEQ perform watershed improvement activities on the Property to prevent or address exceedances of water quality standards caused by nonpoint sources of pollution. ADEQ has adopted water quality standards pursuant to Arizona Revised Statutes (A.R.S.) §49-203, to preserve and protect the quality of those waters for all present and reasonably foreseeable future uses.

C. ADEQ desires to enter upon the Property to implement watershed improvement activities; such activities can include, but are not limited to, stream sampling; sampling equipment installation; fencing installation; implementation of low-tech process-based restoration (LTPBR) strategies; and enhancements to existing LTPBR or other best management practices ("Activities").

D. The Parties desire to state the terms upon which ADEQ may enter upon the Property and conduct Activities.

EXAMPLE ONLY

AGREEMENT

For good and valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. Recitals and Warranty of Title. The Recitals and Exhibits are a material part of this Agreement. Owner holds equitable and legal title to and exclusive possession of the Property.

2. Grant of Right of Access. Owner grants an easement to ADEQ and its representatives, authorized agents, attorneys, investigators, consultants, advisers, and contractors to enter on, use, and occupy as much of the Property as is necessary for the purpose of conducting Activities. This Agreement is a covenant running with the land, binds Owner and Owner's heirs, successors, tenants, and assigns, and will terminate only when ADEQ determines that the Activities are completed or should be discontinued and records a document expressly terminating this Agreement. ADEQ may record this Agreement in the county where the Property is located.

3. Easement and Cooperation with ADEQ. Owner shall not cause or allow any license, easement, encumbrance, or any physical obstacle to be placed on the Property that may interfere with the Activities or ADEQ's rights under this Agreement. At the request of ADEQ, Owner or their authorized agent will open any entry gate or door to the Property. If ADEQ has given proper notice under Paragraph five (5) below and ADEQ's access is blocked or impaired, ADEQ, without notice to Owner, may remove the barrier or obstacle on the Property, and shall be entitled to immediate injunctive relief.

4. Duty of Care. Owner and Owner's agents, employees, contractors, invitees, and guests shall not hinder or interfere with the Activities and shall not damage or tamper with any equipment or other property used in connection with the Activities.

5. Prior Notice of Activities. ADEQ will use reasonable efforts to give Owner prior notice of Activities to be conducted on the Property.

6. Notices Required Under This Agreement.

   a. Notices from ADEQ to Owner shall be effective when given,

      i. In writing by mail to: [Owner Address]

      ii. In writing by email to: [Owner Email Address]

EXAMPLE ONLY

iii. By telephone to: [Owner Phone Number]

b. Notices from Owner to ADEQ shall be effective when given,

i. In writing by mail to: Arizona Dept. of Environmental Quality
Attn: Watershed Improvement Unit
1110 W. Washington Street
Phoenix, Arizona 85007

ii. In writing by email to: [ADEQ Email Address]

iii. By telephone to: [ADEQ Phone Number]

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

7. Samples. Upon request, ADEQ will provide Owner with any information, not already provided, regarding sampling plans along with the analytical results of all samples taken and monitoring done.

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

9. Damage to Property. ADEQ will repair any material damage it causes to the Property.

10. 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.

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

12. Exhibits to this Agreement. Exhibits to this Agreement are intended for informational purposes. If there is a conflict between the terms of this

EXAMPLE ONLY

Agreement and an Exhibit to this Agreement, the terms of this Agreement shall control.

13. Miscellaneous. (A) This Agreement may be canceled pursuant to A.R.S. §38-511; (B) this Agreement expresses the entire agreement of the Parties; (C) Owner agrees that Owner is not relying on any promise, agreement, or representation made by ADEQ except as stated in this Agreement; (D) no modification of this Agreement is valid or enforceable unless the terms of the modification are in writing and signed by the Parties; (E) this Agreement binds and inures to the benefit of the Parties and their agents, heirs, successors, assigns, transferees, executors, and personal representatives; (F) ADEQ shall retain possession of the fully executed original of this Agreement and Owner shall receive accurate copies; (G) this Agreement is effective when signed by the Parties; (H) ADEQ retains all access, investigative, and enforcement authority and all other rights and remedies available to it under any applicable law, statute, rule, and regulation; (I) this Agreement is subject to available funding and nothing shall bind ADEQ to expenditures in excess of funds appropriated and allotted for the purposes in this Agreement; (J) this Agreement shall be interpreted and enforced according to the laws of the State of Arizona; and, (K) 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.

Attachments:

Exhibit 1: Owner's Deed
Exhibit 2: General Site Location Map

Signature pages follow.

EXAMPLE ONLY

IF THE OWNER IS A PERSON, USE THE FOLLOWING SIGNATURE BLOCK:

OWNER:

By_____
[Owner Full Name]

State of _____)
) ss.
County of _____)

This Environmental Access Agreement was acknowledged before me this _____ day of _____, 202__ by _____.

_____
Notary Public

My commission expires: _____

EXAMPLE ONLY

IF THE LANDOWNER IS CORPORATION, USE THE FOLLOWING SIGNATURE BLOCK:

OWNER:

By_____
[**Full Name of Officer or Authorized Agent**]

State of _____)
) ss.
County of _____)

This Environmental Access Agreement was acknowledged before me this _____ day of _____, 202__ by _____, as _____ and authorized agent of _____, a _____ corporation, on behalf of the corporation.

_____
Notary Public

My commission expires: _____

EXAMPLE ONLY

IF THE LANDOWNER OWNER IS A GENERAL PARTNERSHIP, USE THE FOLLOWING SIGNATURE BLOCK:

OWNER:

By_____
[**Full Name of Managing Partner**]

State of _____)
) ss.
County of _____)

This Environmental Access Agreement was acknowledged before me this _____ day of _____, 202__ by _____, as _____ and authorized agent of _____ , a _____ general partnership, on behalf of the Partnership.

_____
Notary Public

My commission expires: _____

EXAMPLE ONLY

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

By_____

Randall Matas, Director
Water Quality Division

State of Arizona)
) ss.
County of Maricopa)

This Environmental Access Agreement was acknowledged before me this _____ day of _____, 202__ by Randall Matas, Director, Water Quality Division, an authorized agent of the Arizona Department of Environmental Quality, an agency of the State of Arizona, on behalf of the agency.

_____
Notary Public

My commission expires: _____

EXAMPLE ONLY