Katie Hobbs
Governor

ARIZONA
STATE LAND DEPARTMENT

1110 West Washington Street, Phoenix, AZ 85007
(602) 542-4631

Robyn Sahid
Commissioner

Date: April 28, 2025

TEMPORARY RIGHT OF ENTRY ONTO STATE TRUST LANDS

Pinal County
Attn Cynthia Perez
Department of Public Works
PO Box 727
Florence, AZ 85132

RE: Temporary Right of Entry onto State Trust Lands (29-125605-00-100)

Dear Mrs. Perez:

This Temporary Right of Entry is effective upon receipt by the Department of this original letter signed by Grantee and is entered into by and between the State of Arizona as "Grantor" by and through the Arizona State Land Department and the above-identified entity as "Grantee" for the following:

PURPOSE: Non ground disturbing due diligence studies

PROPERTY:

The Property encompasses approximately 92.763 acres, more or less, of State Trust land, located throughout Casa Grande and Maricopa, Pinal County, AZ. Preliminarily described as Township 5 South, Range 4-6 East, in 4 sections and visually depicted on Exhibit A attached hereto, Pinal County, Arizona.

TERM DATES:

From: May 8, 2025 To: May 7, 2026

TERMS:

By accepting this Temporary Right of Entry and any additional terms attached, the Grantee agrees that:

1. Grantee is granted only those rights described herein which do not include any implied rights to use any land other than the State Trust lands described above (the "Property"). If all or part of the Property is closed or sold, any rights granted by this Temporary Right of Entry to use those lands is terminated, effective the date of closure or sale.

2. This Temporary Right of Entry may be terminated at Grantor's discretion, with no right to administrative or judicial appeal, by giving thirty (30) days written notice to Grantee. Additionally, any violation of these terms voids this Temporary Right of Entry upon occurrence.

3. Grantee will use the property only for the purpose listed above (the "Purpose"), which does not include any implied right to use the Property for any other use or purpose.

4. Grantee shall comply with all laws and rules of the Arizona State Land Department, the Arizona Game & Fish Department, and all Federal, State, County and Municipal laws, ordinances or regulations applicable to the Purpose. Grantee is responsible for obtaining any State, Federal or local permits necessary to conduct the Purpose in a lawful manner.

5. Grantee shall not interfere with other Permittees' or Lessees' use of State Trust land. If the Property is currently under lease, Grantee is responsible to contact the State Lessee to notify him or her of Grantee's activities. If the use of private lands is necessary to accomplish the Purpose, Grantee is responsible for obtaining permission from the private land owner. Grantee understands that this Temporary Right of Entry does not represent nor warrant that access exists over adjacent State Trust lands or private lands which intervene respectively between the Property and the nearest public roadway.

6. Prior to conducting any ground disturbing activities on the Property, Grantee shall obtain a cultural resource clearance from the Arizona State Land Department, which may necessitate a cultural resource survey at Grantee's expense.

7. Grantee shall comply with the Arizona Native Plant laws. Grantee shall not remove any natural products from State Trust land, including rocks, fossils, mineral specimens, stone, soil, firewood, cacti, saguaro skeletons, cholla skeletons or other plants or plant material, either alive or dead.

8. In accordance with Arizona State Land Department Rule R12-5-533, vehicle travel is limited to designated routes and established roads unless otherwise prohibited. No cross-country travel is allowed.

9. Grantee shall leave gates either opened or closed as they are found (General Rule: If gate is opened and wired or tied back to the fence, the gate should be left open). No fences will be cut or laid down.

10. Grantee shall not harass livestock or wildlife, nor damage or destroy any livestock or wildlife improvement or facility (i.e. windmills, tanks, corrals, fencing, watering structures, etc.).

11. The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.

12. This Temporary Right of Entry is subject to cancellation pursuant to A.R.S. § 38-511.

13. To the extent required by A.R.S. §12-1518(B) and 12-133, the parties agree to resolve any dispute arising out of this Temporary Right of Entry by arbitration.

14. Grantee shall submit all requested reports and data in both hard copy and in digital format.

15. Grantee may not assign, sublease or otherwise transfer this Temporary Right of Entry.

16. No structures may be placed on State Trust land.

17. Upon abandonment, cancellation, revocation or termination of this Right of Entry, Grantee shall restore the Property to its condition at the time Grantee first entered upon the Property, to the satisfaction of the Grantor. Such restoration shall include, but shall not be limited to, removal of any and all material, equipment, facilities, temporary structures, or debris, deposited by Grantee on Property. In addition, the restoration shall include, but not be limited to, removal of all waste and debris deposited by Grantee, as well as restoration to grade level of all trenches, holes, etc. that were created as a result of the Purpose.

18. In addition to the restoration in Paragraph 17 above, upon abandonment, cancellation, revocation or termination of this Right of Entry, Grantee shall remove any and all Regulated Substances caused to come into existence on the Property as a result of Grantee's actions or inactions or the actions or inactions of Grantee's agents. Grantee shall arrange, at its expense, for the repair, removal, remediation, restoration, and reconstruction to the Property to the original condition existing on the date that Grantee first entered *upon* the Property, to the satisfaction of the Grantor if the Property or any portions thereof are damaged or destroyed (1) as a result of the existence or presence of any Regulated Substance, or (2) in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance by Grantee or its agents. In any event, any damage, destruction, or restoration by Grantee shall not relieve Grantee from its obligations and liabilities under this Temporary Right of Entry.

19. In the event Grantee becomes aware of a trespass on the Property resulting in damage thereto, Grantee shall notify Grantor and appropriate law enforcement authorities.

20. Grantee shall abide by the attached General Right of Entry Conditions.

21. General and Additional Right of Entry Conditions are attached hereto and made a part of this Temporary Right of Entry Agreement.

[Signature page following]

STATE OF ARIZONA, GRANTOR
ARIZONA STATE LAND COMMISSIONER

By: _____

(SEAL)

Title: _____

Date: _____

BY SIGNATURE BELOW, ALL TERMS ARE
AGREED TO AND ACCEPTED BY GRANTEE

By: _____

Title: _____

Date _____

C: Public Records
Sales and Commercial Leasing Section Manager
Rights of Way Section Manager
Planning and Engineering Division Director
Natural Resources Assistant Division Director
Archaeology Section Manager

1. GENERAL CONDITIONS

1. Indemnity. Each party (as "Indemnitor") agrees to indemnify, defend, 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.

In addition, Grantee shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

2. *Insurance Requirements* for Any Contractors Used by a Party to this Right of Entry. *(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Right of Entry. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Right of Entry by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form.

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

General Aggregate:	$2,000,000.00

Products-Completed Operations Aggregate:	$1,000,000.00
Personal and Advertising Injury:	$1,000,000.00
Each Occurrence:	$1,000,000.00
Damage to Rented Premises:	$ 100,000.00

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Entry.

Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Right of Entry.

- Combined Single Limit (CSL) $1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Entry.

b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

IF GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF ENTRY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING BUSINESS AUTOMOBILE LIABILITY INSURANCE.

3. Worker's Compensation and Employers' Liability.

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF ENTRY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.

B. Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).

2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to this Right of Entry.

C. Notice of Cancellation. With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Right of Entry in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Arizona State Land Department, 1110 W. Washington, Phoenix, Arizona 85007, and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers. Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall

have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. Verification of Coverage. Contractors and Subcontractors shall furnish Grantee with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Right of Entry. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by Grantee before work commences. Each insurance policy required by this Right of Entry must be in effect at or prior to commencement of work under this Right of Entry and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Right of Entry, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Right of Entry shall be sent directly to Grantee. The Right of Entry number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Right of Entry at any time.

F. Subcontractors. Grantee shall ensure and verify that all Contractors and Subcontractors have collectable insurance as evidenced by the certificates of insurance and endorsements for each Contractor and Subcontractor. If Grantee's Contractors or Subcontractors do not have or cannot obtain the required insurance coverages, Grantee's endorsements or certificates of insurance shall include all of its Contractors and Subcontractors as insured under its policies. All coverage for Contractors and Subcontractors shall be subject to the applicable insurance requirements identified in this Article. Grantor reserves the right to require, at any time, proof from the Grantee that its Contractors and Subcontractors have the required coverage.

G. Approval. Any modification or variation from the insurance requirements in this Right of Entry must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Right of Entry amendment, but may be made by administrative action.

H. Exceptions. In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

2. ADDITIONAL CONDITIONS

2.1 A legal description and/or a visual depiction of this Right of Entry is/are detailed in EXHIBIT A attached hereto.

2.2 Grantor reserves the right to grant additional access rights, or any other rights not in conflict with the rights granted herein, to other parties at Grantor's sole discretion.

2.3 Grantee shall not exclude from use the State of Arizona, its Lessees or Grantees, or the general public the right of ingress and egress over existing roads or trails.

2.4 Grantee shall use existing roads or trails unless approved otherwise in writing by the Grantor to traverse over State Trust Land. Grantee is prohibited to blade, scrape or remove any existing vegetation without authorization from Grantor.

2.5 Grantee shall acquire Grantor's permission for maintenance of existing roads or trails.

A. Existing roads or trails shall be maintained in substantially the same condition as they exist at the time the Right of Entry is issued except, if not drivable they may be made drivable.

B. Grantee shall not alter or cause ponding, or any damage up or down stream of any water crossing.

2.6 No altering of existing drainages or drainage structures are authorized under this instrument.

2.7 Grantee shall not fence or gate the existing roads or trails.

2.8 Grantee shall keep all gates closed and insure its contractors do the same. Grantor reserves the right to require cattle guards if Grantor determines gates are being left open or fencing has been removed or damaged by Grantee, its employees or contractors.

2.9 Grantee shall notify existing lessee, twenty-four (24) hours prior to entering onto State Trust land to perform any non-ground disturbing activities. Access through any locked gates shall be granted by grazing lessee or Arizona State Land Department field manager.

2.10 Any grazing related improvements removed or damaged due to construction, operation, and maintenance of this right-of-entry shall be replaced and/or reconstructed immediately. Cost of replacement and reconstruction shall be the responsibility of the Grantee.

2.11 Should previously undocumented cultural resources be identified during the project, all such work shall cease in the immediate vicinity of the remains, and pursuant to A.R.S. §41-844, the Director of the Arizona State Museum shall be immediately notified. The Manager of the Cultural Resources Management Program at ASLD shall also be notified. Should human remains be identified, the Repatriation Coordinator of the Arizona State Museum will be notified immediately. The Manager of the Cultural Resources Management Program at ASLD shall also be notified.

BY SIGNATURE BELOW, ALL TERMS ARE AGREED TO AND ACCEPTED BY GRANTEE

By: _____

Title: _____

Date: _____

EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF ENTRY

