Description of property owned by:

GILA COUNTY c/o BOARD OF SUPERVISORS
1400 E ASH ST
GLOBE, AZ 85501

Property Description
Address: No Situs Address
County Parcel ID: 20610078B
Internal ID / PPIN: 11234

JM Initial here that you have reviewed the property information above and wish to have the property sampled.

_____ Check here if you require that you be present during sampling.

Special Instructions:

_____

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PPIN: 11234
Address: No Situs Address / 20610078B

SOIL SAMPLING ACCESS AGREEMENT

This Soil Sample Access Agreement ("Agreement") is made between Gila County ("Owner"), the owner of that certain real property located in Gila County, Arizona, designated as the "Property" as set forth below, and Freeport-McMoRan Miami Inc. ("FMMI").

1. Owner agrees that FMMI has provided Owner with information and materials explaining the purpose and scope of FMMI's Pinal Valley Soil Program ("Program"), and that Owner has read and understood these materials and wishes to participate in the Program.

2. Owner grants FMMI and its representatives, agents and contractors and any representatives of the Arizona Department of Environmental Quality a revocable license to enter upon the Property for the following purpose: Collect soil samples from the Property to the extent deemed necessary by FMMI and the Arizona Department of Environmental Quality.

3. FMMI agrees that upon completion of the work authorized under this Agreement, FMMI will remove its materials and equipment from the Property, except any improvements agreed to by Owner, and will leave the Property as nearly as practicable in its original state and condition before FMMI conducted the activities authorized under this Agreement.

4. FMMI assumes responsibility for, and agrees to indemnify Owner for, liability for losses, expenses, damages, and claims in connection with or arising out of injury to persons or property sustained in connection with or arising out of its performance of the work authorized under this Agreement.

5. FMMI assumes responsibility and liability for any violations of Federal, State, and/or local law resulting from or arising out of FMMI's performance of the work authorized under this Agreement.

6. Prior to FMMI performing any work, Owner shall advise FMMI or its representative, agent, or contractor of any utility lines, septic, leach lines or other hazardous or potentially hazardous condition on the Property of which Owner is aware and that might reasonably be expected to affect or impact, or be affected or impacted by, the work authorized under this Agreement. Similarly, if Owner is notified by FMMI or its representative, agent or contractor that personal property or other items is located on the Property that prevents sampling, or pose safety issues with respect to sampling, that Owner agrees to move such personal property or items to allow sampling to proceed.

7. Owner represents and warrants to FMMI that he/she is the record owner of the Property and has full right, power, and authority to execute this Agreement and grant FMMI the license provided for herein.

8. This Agreement contains the entire agreement between the parties and no other agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement shall be binding or valid, except as provided for herein.

9. This Agreement is effective upon the Execution Date, set forth below.

Agreed to this 4th day of December, 2025.

Signature (s): James Menlove

Print/Typed Name (s): James Menlove

Mailing Address: 1400 E. Ash Street Globe, AZ 85501

Phone Number(s): (928) 402-4257 (Work) _____ (Home) _____ (Alternate)

Email address: jmenlove@gilacountyaz.gov

PLEASE REVIEW AND COMPLETE THE REVERSE SIDE OF THIS PAGE