

**MONITORING WELL ACCESS AGREEMENT**

The Well Owner(s) hereby grant(s) to the City of Santa Fe (the "City"), a municipal corporation organized under the laws of New Mexico, reasonable access to RG-  
                     for the purpose of installing monitoring equipment as described below.

WELL # RG 78218

(Insert description of well as reflected in OSE permit)

Access shall be as necessary for the installation, maintenance, repair, removal, and/or replacement of a sounding tube and pressure transducer in the well for the purposes more fully described in the Northwest Well and City Well Field Groundwater Monitoring and Reporting Plan, attached as Exhibit 1 to the State Engineer permits RG-68302, RG-81092 & RG-1113 through RG-1118 Combined issued on April 5, 2018.

Access shall further be as necessary to allow a City employee to download data from the transducer (and, as recommended, to corroborate and calibrate by hand measurements the data collected). Such data may be made available for public use.

The Well Owner(s)

                     further consent(s)

HV, AVZ do(es) not consent

(initial as appropriate) to provide access and allow the City to install, maintain, repair, remove and/or replace a flow meter in the well, if one does not already exist, and to allow public use of the data if a meter exists or is installed.

This agreement is subject to the following conditions:

1. The installation, maintenance, repair, removal, and/or replacement of the sounding tube, pressure transducer, and flow meter (if agreed to) shall be the sole responsibility and at the sole expense of the City.
2. All equipment will be installed to a good professional standard, including proper decontamination of all equipment introduced into the well, and maintained in good working order by the City to ensure a high professional quality for the water level and well flow data.
3. The Well Owner(s) will not tamper with any of the equipment installed, which is and will remain the property of the City unless otherwise specified in writing. If the well needs to be accessed, such that the monitoring equipment may be disturbed, in order to conduct any necessary well maintenance or repairs, the Well Owner(s) will provide 48-hours advance notice to the City prior to conducting any such activities. In the event of an emergency, Well Owner(s) will provide notice to the City as soon as reasonably possible.
4. The Well Owner(s) and City agree that:

a. The Well Owner(s) will be notified at least 48 hours in advance whenever authorized personnel will be entering the premises;

b. Authorized personnel will not interfere with the Well Owner's usual activities on the premises;

c. Authorized personnel entering the premises are performing water level monitoring work and are not responsible for monitoring the condition of the well, pump, motor, controls, piping, or other well-owner related equipment, for which the Well Owner(s) remain(s) responsible.

d. Following each entry onto the premises, authorized personnel will leave the well and premises in a condition similar to or better than they found it.

5. If the Well Owner(s) wish(es) to withdraw from this agreement, he/she/they will provide written notice to the City and the Tano Road Association. Withdrawal will be effective 30 days following the date of written notice, but in no event may the Well Owner(s) withdraw from this agreement prior to the expiration of 24 months following the initial installation and operation of the equipment in question. The Well Owner(s) will notify the City and the Tano Road Association of any changes in ownership as soon as reasonably practical.

6. The City is solely liable for all claims, liabilities, damages and debts of any kind that may arise out of or on account of the City's activities in the performance of this agreement, consistent with the New Mexico Tort Claims Act, NMSA §§ 41-4-1 thru 41-4-27. 7.

7. This agreement may be modified only by an agreement in writing signed by all parties.

8. Any notification required by or pertaining to this agreement shall be provided in writing as follows (telephone numbers are provided for convenience only):

**A. To the City:**

By email to [swjones@ci.santa-fe.nm.us](mailto:swjones@ci.santa-fe.nm.us)

OR by first class mail to:

Shannon Jones. (or his successor)

Santa Fe Public Utilities Director

Sangre de Cristo Water Division

801 W. San Mateo Rd.

City of Santa Fe, NM 87504

Telephone: 505-955-4642

**B. To the Tano Road Association:**

By email to art\_jensen@hotmail.com

OR by first class mail to:

Arthur R. Jensen, President (or his successor in interest)

Tano Road Association

P.O. Box 31967

Santa Fe, NM 87594-1967

Telephone:

**C. To the Well Owner(s)**

(i) By email to: avanluchene@hotmail.com

OR by first class mail to:

Heather Von Luchene  
453 Cerrillos Road  
Santa Fe, NM 87501

Telephone: 505-699-5258

(ii) By email to: \_\_\_\_\_

OR by first class mail to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone:

(iii) By email to: \_\_\_\_\_

OR by first class mail to:

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Telephone:

(iv) By email to: \_\_\_\_\_

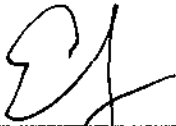
Or by first class mail to:

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\_\_\_\_\_  
\_\_\_\_\_

Telephone:

Signatures:

**CITY OF SANTA FE:**



\_\_\_\_\_  
**CITY MANAGER**

DATE: 2/28/19

**ATTEST:**

*Yolanda Y. Vigil*  
**YOLANDA Y. VIGIL**  
**CITY CLERK**

**APPROVED AS TO FORM:**

*MDA* *11/2/17*  
**CITY ATTORNEY**

**Tano Road Association**

\_\_\_\_\_

Date: \_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

**Well Owner(s)**

(i) *ASD*


Date: *9/29/18*

*Andrew Von Lohse*

Printed Name

\_\_\_\_\_

Title

(ii)   
HERMAN VAN LEEUWEN

Printed Name

Title

Date: 9.24.19

(iii) \_\_\_\_\_

Printed Name

Title

Date: \_\_\_\_\_

(iv) \_\_\_\_\_

Printed Name

Title

Date: \_\_\_\_\_