

WHEN RECORDED RETURN TO:
PIMA COUNTY REAL PROPERTY SERVICES
201 N. STONE, 6TH FLOOR
TUCSON, AZ 85701

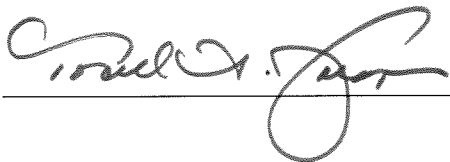
CHEMICAL FEED STATION EASEMENT

Amphitheater Unified School District No. 10, Pima County, Arizona, (the "District"), grants to Pima County, a political subdivision of the State of Arizona, (the "County"), an easement right (the "Easement") for continued maintenance and operation of a chemical feed station on District property, the location of said Easement being described in the attached EXHIBIT "A" and depicted in EXHIBIT "B" (the "Property"), and made a part hereof and subject to the following terms and conditions:

1. The purpose of this Easement is for continued operation and maintenance by the County of an odor mitigation facility for the public sanitary sewage interceptor system. The chemical feed station will use only the following chemicals: Sodium/Hypochlorite, Thioguard, and Bioxide. No other chemicals shall be used without the expressed written permission of the District. County shall obtain all necessary permits prior to future installation and construction of any improvements.
2. The County hereby agrees to indemnify, defend, and hold harmless the District, its officers, boards, commissions, employees, and agents from and against any and all claims, demands, causes of action, complaints, suits, administrative or judicial orders, losses, damages (including those for costs, expenses, and attorney's fees), resulting from or arising out of the presence or activities of the County or its agents or employees on the Property or arising out of the construction, operation, maintenance, repair, use, misuse, failure, upset, defect, or shutdown of any facility or equipment located on the property pursuant to the use of this Easement. The foregoing indemnity shall include, but not be limited to any and all direct consequences for any release of, or exposure of persons or property to any hazardous substance.
3. The parties acknowledge that County is self-insured.
4. This Easement is guaranteed for a period of five years from the date of execution by the District. After the initial five year term, this Easement may be renewed for additional terms by mutual written agreement of the parties.

Either party may terminate this Easement at any time by providing a six month written notice to the other of such termination. When the Easement is terminated or released, County shall remove its facilities and shall restore the premises to a good and clean condition.

DISTRICT: Amphitheater Unified School District No. 10

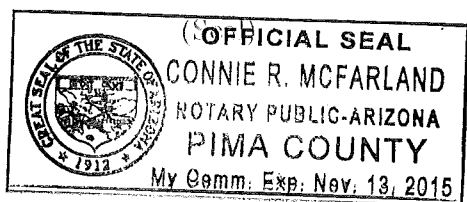
By: 

Date: 18 Aug '15

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before this 18th day of August, 2015, by

Assoc. to the Superintendent and by Gen'l Counsel Todd A. Jaeger



Connie R. McFarland
Notary Public

EXHIBIT "A"

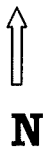
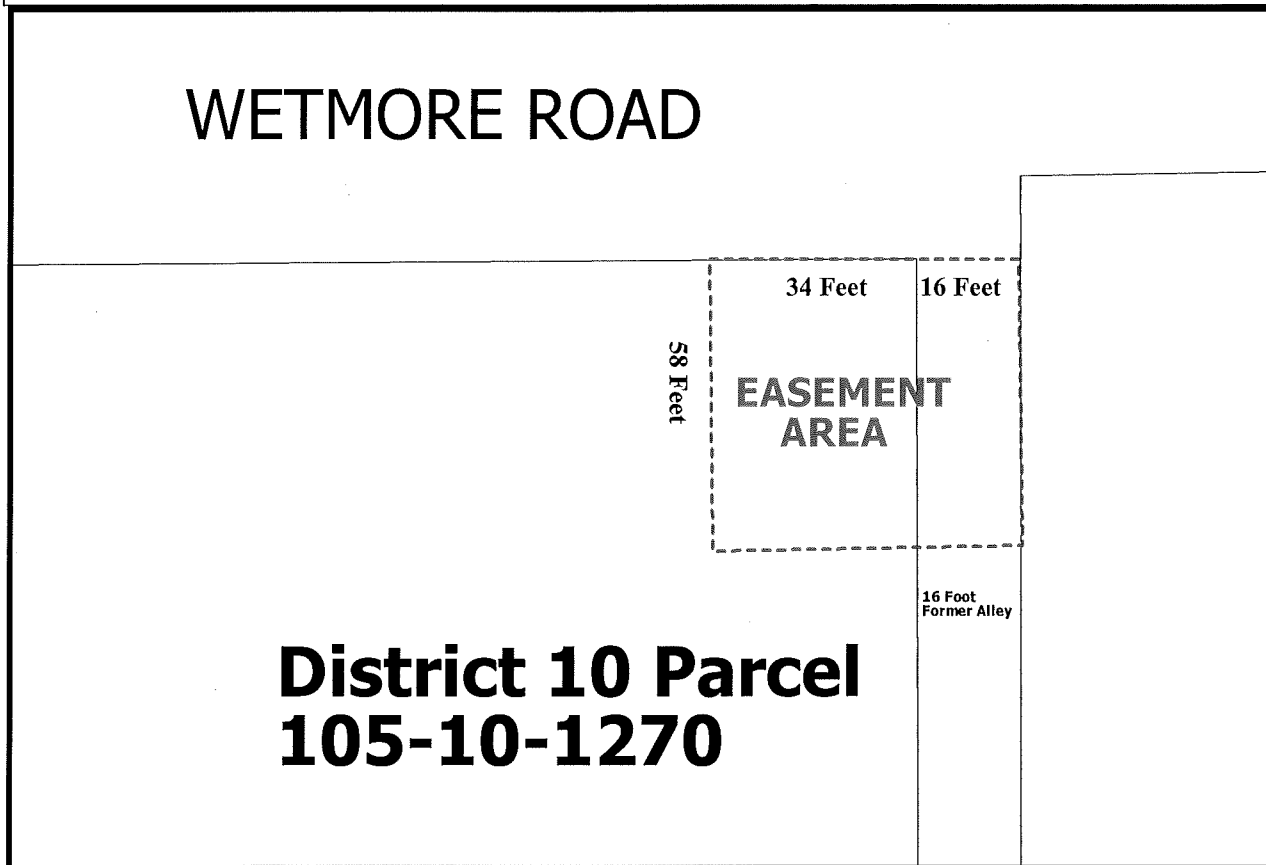
An Easement for the installation and maintenance of facilities related to wastewater management over, across, under and through the east 34.00 feet of the North 58.00 feet of Lot 1 of Roberta Terrace subdivision, as recorded in Book 15 of Maps and Plats, at Page 97, records of Pima County, Arizona;

Together with the North 58.00 feet of the former public alley adjacent to the east side of Lot 1 of Roberta Terrace subdivision, thereafter abandoned and Quit Claimed to Amphitheater Unified School District No. 10 in Docket 13730 at Page 2834, records of Pima County, AZ.

EXHIBIT "B"
(Depiction)

SECTION 24
TOWNSHIP 13 SOUTH
RANGE 13 EAST

DEPICTION OF EASEMENT AREA



Pima County Public Works Administration
Real Property Services

DRAWING NOT TO SCALE

DATE: July 31, 2015