

**LICENSE AGREEMENT BETWEEN
PINAL COUNTY
AND
QUEEN VALLEY WATER DISTRICT**

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into by and between, Pinal County (hereinafter referred to as "LICENSEE"), and the Queen Valley Water District, an Arizona special taxing district (hereinafter referred to as "LICENSOR"). LICENSOR and LICENSEE are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES".

WITNESSETH

WHEREAS, LICENSOR controls certain real property located at 850 W. Kirk Dr., Queen Valley, AZ 85118 depicted on Exhibit "A" attached hereto ("Property"); and

WHEREAS, LICENSEE desires the right to use, and LICENSOR desires to grant to LICENSEE the right to occupy and use the Property for conducting a community waste collection event; and

WHEREAS, LICENSOR and LICENSEE have determined that the Property is a suitable space for the Licensed Uses.

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable consideration the PARTIES agree as follows:

1. This Agreement shall be effective upon execution by LICENSEE and LICENSOR for 1 day beginning on December 19th, 2020,
2. On the selected dates, LICENSOR shall make the Property available to LICENSEE and its contractors for LICENSEE's occupancy and use for conducting a community waste collection event:
3. At the end of the license period LICENSEE, at its sole cost and expense, shall restore the Property to its original condition, normal wear and tear excepted, and shall surrender the Property to LICENSOR in a reasonably clean, safe and usable condition.
4. The Parties intend and mutually agree that this Agreement shall be construed as a license by LICENSOR to LICENSEE to occupy, use and operate within the Licensed Space. This Agreement shall not be construed as a lease, sublease, rental agreement or easement.
5. To the fullest extent Licensed by law, LICENSEE shall indemnify, LICENSOR and all of its officers, employees and agents from and against any and all damages, claims, losses, liabilities, actions or expenses (collectively "Claims") relating to, arising out of the negligent acts

or omissions of LICENSEE or its officers, employees and agents in connection with this Agreement..

6. The terms of this Agreement shall be construed in accordance with the laws of the State of Arizona and any action hereon shall be brought in the appropriate court located in the State of Arizona.

7. Any assignment or attempted assignment of this Agreement by LICENSEE without the prior written consent of LICENSOR shall be void.

8. This Agreement is subject to the provisions of A.R.S. § 38-511.

9. This Agreement and all Exhibits attached hereto set forth all the covenants, promises, agreements, conditions and understandings between the Parties hereto, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than as set forth herein, and those agreements which are executed contemporaneously herewith. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.

WITNESS WHEREOF, the Parties enter into this AGREEMENT this 8th day of October, 2020.

LICENSOR:

By: Craig Salo 10-08-2020
Craig Salo, Chairman, Date
Board of Directors

By: Bruce Wittig 10-8-2020
Bruce Wittig, Vice Chairman, Date
Board of Directors

By: Robert E. Stewart 10-8-2020
Robert E. Stewart, Date
Board of Directors

By: Mark Wohlforth 10-8-2020
Mark Wohlforth, Date
Board of Directors

By: Brian Wyatt 10/18/2020
Brian Wyatt, Date
Board of Directors

By: Richard Matthews 10/18/20
Richard Matthews, Date
Queen Valley Water District Manager

LICENSEE:

By: _____
Anthony Smith, Chairman Date
Pinal County Board of Supervisors

ATTEST:

By: _____
Natasha Kennedy, Date
Clerk of the Board
Pinal County Board of Supervisors

APPROVED AS TO FORM:

By: _____
Queen Valley Water District Attorney Date

By: David S. G. 10/24/20
Deputy County Attorney, Date
Pinal County

Exhibit - A

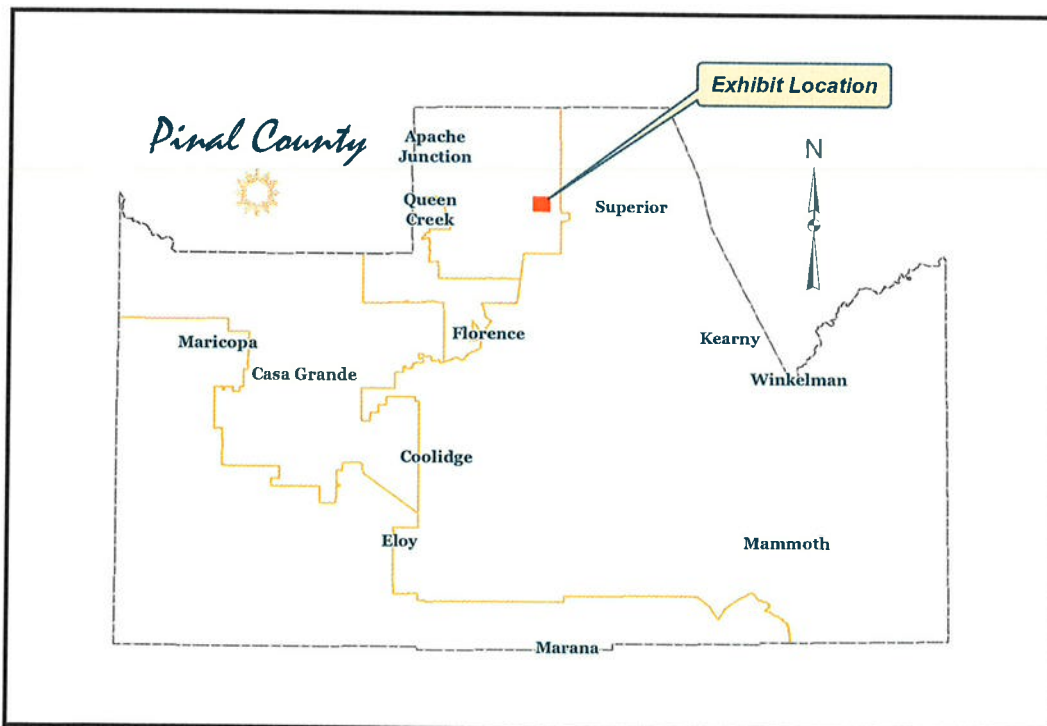




Exhibit - A

-  850 W. Kirk Dr, Queen Valley - 104-450-070
-  Street Centerline