

**LICENSE AGREEMENT
BETWEEN THE CITY OF EL MIRAGE
SUNDT CONSTRUCTION INC.**

THIS License Agreement between the **CITY OF EL MIRAGE**, an Arizona municipal corporation, (“City”), and **SUNDT CONSTRUCTION INC.**, (“Licensee”), (collectively the “parties”), is hereby entered into and shall be effective on the last signature date set forth below.

RECITALS

A. City is the owner of the real property within the City of El Mirage, Maricopa County, Arizona as depicted on Exhibit “A” incorporated herein by reference (“City Parcel”).

B. Licensee desires to occupy and use the part of the City Parcel to place a construction trailer, use for employee parking, and for storage of construction materials to be used for construction work connected with construction on Licensee’s parcel depicted on Exhibit “B” incorporated herein by reference (“Licensee Parcel”).

C. The City is willing to allow Licensee to use the City Parcel for the purposes stated herein together with such rights and privileges as are set forth in this Agreement.

AGREEMENT

In consideration of the above recitals, the terms and covenants of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Grant of License. City hereby grants to Licensee a license as provided herein.
2. License Consideration. As consideration for the License to use the City Parcel, Licensee will pay the City **Fifteen Thousand Dollars (\$15,000)** per month. Partial months will be prorated.
3. Right of Ingress/Egress. Licensee, its employees, agents, and other invitees, shall have the right of ingress to and egress to and from the City Parcel for the uses stated herein; provided, however, the City reserves the right to enter into and onto the City Parcel as it otherwise sees fit so long as such entry does not interfere with Licensee’s use of the City Parcel for the purposes set forth herein.
4. Use of City Parcel. Licensee covenants and agrees to use the licensed premises for the purposes stated herein. No representations, statements, or warranties, express or implied, have been made by or on behalf of the City as to the condition thereof. At the commencement of the term, Licensee shall accept the City Parcel in its existing **AS-IS** condition. No representations, statements, or warranties, express or implied, have been made by or on behalf of the City as to the condition thereof or the suitability of Licensee’s proposed use. In no event shall the City be liable for any defect in the City Parcel or any limitations on its use. Licensee shall restore the City Parcel

to an “as good as” condition as existed prior to Licensee’s use of the Parcel. Licensee shall place and maintain not less than two inches (2”) of AC millings as a dust palliative in the entire area to be used and shall otherwise comply with all City of El Mirage and Maricopa County air quality and dust control measures in effect during the Licensee’s use of the licensed premises.

5. Duration. The term of this Agreement shall commence upon execution of this Agreement and shall extend through **July 2027**.

6. Peaceable Enjoyment. The City covenants to keep Licensee in peaceable possession and enjoyment of the City Parcel during the term of this Agreement.

7. Termination. Either party may terminate this License Agreement with sixty (60) days written notice.

8. Indemnity. To the fullest extent allowed by law, Licensee shall assume all risks incident to the use of the City Parcel and shall indemnify City against any claims, loss, damage, or expenses resulting from any use of the City Parcel, including, but not necessarily limited to personal injury, up to and including death, or damage to, or loss of City Parcel caused in any manner by Licensee, its employees, agents, officials, guests, or invitees, and against any claims, loss, damage or expense resulting from injury to the City, its officials, officers, agents, employees. This indemnification in no way limits City’s statutory immunities.

9. Sublicense or Assignment. Licensee may not sub-license or assign this Agreement.

10. Licensee Responsibilities.

(a) Licensee shall comply with all local, state and federal statutes, ordinances, rules, regulations and policies that are applicable to Licensee’s use of the City Parcel.

(b) Licensee shall procure and maintain in force liability insurance covering the City Parcel and Licensee’s activities thereon in minimum amounts as follows: \$1,000,000.00 each person; \$1,000,000.00 each occurrence/\$2,000,000.00 aggregate; \$1,000,000.00 City Parcel (property) damage. The City shall be named as an additional insured and shall be furnished with copies of all insurance policies obtained by Licensee as well as a copy of the Certificate of Insurance. Licensee agrees to notify the City in writing as to any amendment to or cancellation of such policies. Licensee shall obtain insurance as required by this subparagraph as a condition to this Agreement becoming effective and maintain said insurance during the existence of this Agreement.

(c) Licensee agrees to repair or replace without delay and at its sole cost, expense, and risk, any and all portions of the City Parcel that may be damaged from the use contemplated in this License Agreement. Such repairs and replacements shall be made promptly, as and when necessary.

11. City's Responsibility. The responsibility of the City under this License Agreement shall be those specified in this License Agreement. Nothing in this Agreement waives any of the City's police powers or other governmental authority, and this Agreement in no way obligates the City in either its governmental or proprietary capacity to provide, grant or otherwise give Licensee any approvals, benefits or assistance not otherwise available to any other resident of the City.

12. Modification. This License Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing, signed by the parties.

13. Terms Binding on Successors and Assigns. The covenants, conditions and terms of this Agreement shall extend to and be binding upon the parties, their heirs, personal representatives and assigns, if any.

14. Attorneys' Fees; Costs; Venue; Controlling Law. In the event of any litigation or other proceeding concerning this Agreement, each party to bear their own attorneys' fees regardless of any statutes, court rules or common law to the contrary. This Agreement shall be construed pursuant to Arizona Law. Venue of any disputes shall be in Maricopa County Superior Court. The parties expressly agree that if any legal action is brought before a court of competent jurisdiction, then the matter shall be tried before the court (bench trial) and both parties expressly waive a jury trial.

15. Conflict of Interest. All parties are put on notice that this agreement is subject to cancellation pursuant to A.R.S. § 38-511, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the cancelling party is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. In the event of the foregoing, the cancelling party may elect to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this contract on behalf of the said party from any other party to the contract, arising as a result of this contract.

16. Non-subordination. The interest of the City in its real City Parcel shall never be subordinated to any other interest under the terms of this License Agreement.

17. Notices. Any notices required under this Agreement shall be deemed sufficient if made in writing and sent by certified mail to either party at the following addresses:

City:

CITY OF EL MIRAGE
10000 North El Mirage Road
El Mirage, Arizona 85335
Attn: City Engineer

Licensee:

SUNDT CONSTRUCTION INC.
2620 S 55th Street
Tempe, AZ 85282
Attn:

with copies to:
City of El Mirage
10000 N. El Mirage Road
El Mirage, Arizona 85335
Attn: City Attorney

with copies to:
Sundt Construction Inc.
Attn: Emilie Bell, Assistant
General Counsel
esbell@sundt.com

18. Terms Binding on Successors and Assigns. The covenants, conditions and terms of this Agreement shall extend to and be binding upon the parties, their heirs, personal representatives and assigns, if any.

IN WITNESS WHEREOF, City and Licensee have executed this Agreement through their representatives duly authorized to execute this Agreement and to bind their respective entities to its terms and obligations.

ATTEST:

CITY OF EL MIRAGE, an Arizona
municipal corporation

City Clerk

By _____

Date signed: _____

APPROVED AS TO FORM:

City Attorney

LICENSEE:
SUNDT CONSTRUCTION INC.

By:  _____

Name: KEENAN F. DICKSCULL

Title: CHIEF FINANCIAL OFFICER

Date signed: DEC 9, 2025

 SUNDT LEGAL

EXHIBIT A
CITY PARCEL

See following page(s).

Exhibit A

City Parcel

MARICOPA COUNTY
ASSESSOR'S OFFICE

Address or Intersection

Feature Information

Owner Information

Owner Name:	EL MIRAGE CITY OF
In Care Of:	
Property Address:	
Mailing Address:	10000 N EL MIRAGE RD EL MIRAGE AZ USA 85335
Deed Number:	20240380863
Sale Date:	06/01/2024
Sale Price:	\$1870000

Property Information

Lat/Long:	33.573350, -112.327389
S/T/R:	26 3N 1W
Jurisdiction:	EL MIRAGE
PUC:	9700
Lot Size (sq ft):	332,896
MCR #:	1556-16
Subdivision:	COPPERWING LOGISTICS CENTER
Lot #:	2
Tract/Block:	/
Floor:	1
Construction Year:	
Living Space (sq ft):	

600ft

-112.340199 33.574936 Degrees

**EXHIBIT B
LICENSEE PARCEL**

See following page(s).

