

**LICENSE AGREEMENT
BETWEEN
PINAL COUNTY
AND
LOUIS TSAKIRIS**

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into by and between Pinal County, a political subdivision of the State of Arizona (hereinafter referred to as "LICENSEE"), and Louis Tsakiris, 2310 Baker Road, Houston, Texas, 77094-3119 (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 in Picacho, Arizona identified by the Pinal County Assessor as parcel number 411 04 018F, a legal description attached hereto as Exhibit A ("Property"); and

WHEREAS, LICENSEE desires the right to conduct soil testing on, and LICENSOR desires to grant to LICENSEE the right to conduct soil testing on, the Property; and

WHEREAS, LICENSEE commits to restore and stabilize any surface disturbed during collection of soil samples: and

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

I. TERM

1. This Agreement shall be effective upon execution by LICENSEE and LICENSOR for an initial term beginning on December 1, 2016, and expiring on March 1, 2016 at 11:59 p.m. (Arizona time) unless terminated earlier in accordance with the terms and conditions of this Agreement. LICENSEE shall have the option to extend the term of the license contemplated by this Agreement for one (1) additional term of three (3) months each upon written notice to LICENSOR, given not less than thirty (30) days in advance of the expiration of the initial term on the applicable extension term. If LICENSEE fails to deliver Notice or declines to exercise its option to extend the term of the license contemplated by this Agreement, such right and any future option shall terminate and no longer be in effect.

II. SCOPE

Upon execution of this Agreement, LICENSOR shall make the Property available to LICENSEE, including the agents and designees of LICENSEE, for soil testing as follows:

1. LICENSOR shall allow LICENSEE it's agents and designees access to the Property for LICENSEE or it's employees or agents to conduct soil samples;
2. LICENSEE shall give LICENSOR at least 48 hours notice prior to accessing the site to conduct sampling;
3. LICENSEE, at its sole cost and expense, shall return the soil sampling locations to pre-sampling conditions. LICENSEE shall maintain the Identified Parcel in compliance with all local, state and federal codes, laws, statutes and regulations

III. AGREEMENT AS LICENSE

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.

IV. APPLICABLE LAW

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.

V. TERMINATION

This Agreement may be terminated: (i) by either LICENSEE or LICENSOR upon the occurrence of an event of default hereunder by the other party and in accordance with the terms and provisions of Section II, Paragraph 2 hereof; or (ii) by either LICENSEE or LICENSOR, with or without cause, upon 30 days advance written notice.

VI. RETURN OF PROPERTY

Upon the Expiration Date (subject to any extension) of this Agreement or such other time as this Agreement may be terminated in accordance with the terms and conditions hereof, LICENSEE, at its sole cost and expense, shall restore the Property to its original condition, normal wear and tear expected.

VII. ASSIGNMENT

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

VIII. NON-WAIVER

The failure of either LICENSEE or LICENSOR to insist upon the complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other Party, or to take any action Licensed as a result thereof, shall not constitute a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

IX. CONFLICT OF INTEREST

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

X. ENTIRE AGREEMENT

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.

XI. INDEMNIFICATION

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.

WITNESS WHEREOF, the Parties enter into this AGREEMENT this 26th day of Nov., 2016.

LICENSOR

By: Louis C. Rabinovitch
10/26/16 Date

LICENSEE

By: _____
Chairman, Board of Supervisors Date

Attest:

By: _____
Clerk of the Board Date

Approved as to Form:

By: _____
Deputy County Attorney Date