

RESOLUTION NO. 2025-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE LICENSE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION WITH AMKOR TECHNOLOGY ARIZONA, INC.; AUTHORIZING THE CITY ENGINEER TO ENTER INTO TEMPORARY EASEMENTS WITH AMKOR TECHNOLOGY ARIZONA, INC. CONSISTENT WITH THE LICENSE AGREEMENT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE AS PROVIDED BY LAW.

WHEREAS, The City of Peoria is committed to fostering sustainable economic growth, enhancing public infrastructure, and improving the quality of life for its residents through strategic development and urban planning initiatives, as empowered by A.R.S. §§ 9-461, et seq.; and

WHEREAS, The City and the Arizona State Land Department (“**ASLD**”) have identified approximately 6,700 acres of land within the City (the “**Property**”) that, through strategic development, presents a significant opportunity to achieve mutual goals; and

WHEREAS, the strategic development of this land presents a unique opportunity for the City to catalyze economic development, generate employment, enhance public infrastructure, and increase the marketability and market value of ASLD’s land holdings; and

WHEREAS, A.R.S. § 9-500.05 permits a city to enter into a development agreement; and

WHEREAS, A.R.S. § 9-500.11 permits a city to appropriate and spend public monies for and in connection with economic development activities; and

WHEREAS, the State of Arizona, by and through the ASLD, owns that certain real property consisting of approximately 834 acres, known as Peoria Innovation Core 2 in the City of Peoria, in Maricopa County, Arizona (the “**Core 2 Property**”); and

WHEREAS, the City was the successful bidder for the Core 2 Property that is the subject of Public Auction Sale No. 53-125421, held on August 27, 2025, and the City executed that certain Certificate of Purchase No. 53-125421 (the “**Certificate of Purchase**”) and that certain Participation and Infrastructure Contract Regarding ASLD Sale No. 53-125421, dated August 27, 2025 (the “**Participation Contract**”); and

WHEREAS, pursuant to the Participation Contract, the City may grant easements, licenses, and/or rights of way to third parties over the Core 2 Property to allow for, among other things (a) construction of improvements that are permitted under the terms of the Participation Contract, staging of construction equipment and materials, and cutting, filling, importing, exporting from the Unpatented Property (as defined in the Participation Contract) to any Patented

Parcel (as defined in the Participation Contract), and stockpiling of dirt and other fill materials in accordance with the grading and drainage plans approved by ASLD, (b) temporary drainage, (c) grant rights of way for roads, drainage, water/sewer, etc. with such rights of way subject to potential relocation as appropriate/necessary, (d) other activities reasonably required in connection with development of the Core 2 Property and not otherwise permitted under the Participation Contract, so long as such Possessory Interest: (i) does not impose any affirmative obligations on ASLD to construct improvements or pay money with respect to the cost of constructing improvements within such easements or rights of way, (ii) includes insurance and indemnity provisions customarily required by ASLD, and (iii) is terminable upon cancellation of the Certificate of Purchase and upon such termination any improvements (except Backbone Infrastructure, as defined in the Participation Contract) will, at the option of ASLD, be removed by the party (at such party's sole cost) to whom the Possessory Interest is granted; and

WHEREAS, the City and Amkor Technology Arizona, Inc. ("**Amkor**") are parties to that certain Exchange Agreement, of even date herewith (the "**Exchange Agreement**"), pursuant to which, among other things, Amkor agreed to acquire a parcel (the "**Core 2 Amkor Parcel**"), legally described and as generally depicted on Exhibit A attached hereto, in exchange for the Amkor Vistancia Parcel (each as defined in the Exchange Agreement) further subject to the terms and conditions set forth in the Exchange Agreement; and

WHEREAS, in connection with the Exchange Agreement, Amkor has requested that the City grant a Possessory Interest in favor of Amkor, its successors and permitted assigns, and its employees, agents, consultants, and contractors (collectively, the "**Grantee Parties**"), for a temporary license in, on, under, over and across the Core 2 Amkor Parcel for purposes of the Grantee Parties entering upon the Core 2 Amkor Parcel and conducting the due diligence activities and other inspections on the Core 2 Amkor Parcel as set forth in Section 2.2(B) of the Exchange Agreement, and constructing and installing the Permitted Improvements (as defined in the Participation Contract) on the Core 2 Amkor Parcel, together with reasonable vehicular and pedestrian ingress, egress, and access on and over the Core 2 Property to and from the Core 2 Amkor Parcel on and through a publicly dedicated road (to be constructed by the City), on the terms and conditions contained in this Agreement and the Participation Contract; and

WHEREAS, the City is willing to grant such a license, on the terms and conditions contained herein and in the Participation Contract; and

WHEREAS, the terms and conditions of the License Agreement between the City and Amkor are outlined in the attached agreement, including all exhibits and attachments; and

WHEREAS, the City Council has determined the approval of the License Agreement is in conformance with the City of Peoria General Plan, as amended; and

WHEREAS, the City wishes to approve the License Agreement between the City and Amkor for the purpose of furthering the City's strategic development goals;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Peoria Arizona, as follows:

Section I. General.

The City Manager, or his designee, is authorized to negotiate and enter into an License Agreement in substantial conformance with the document attached as Exhibit "A" with Amkor, along with any amendments or other agreements as the City Manager or his designee deems necessary to further the intent of this Resolution, relating to the property described therein. All final forms shall be approved by the City Attorney. Any related documents necessary to close the transaction may be executed by the City Manager or a designee, subject to approval as to form by the City Attorney.

Consistent with the terms and conditions of this License Agreement, the City Engineer, or his designee, is authorized to negotiate and enter into Temporary Access Easements and/or Temporary Construction Easements to facilitate access to, and construction on, the Core 2 Amkor Parcel. All final forms shall be approved by the City Attorney. Any related documents necessary to close the transaction may be executed by the City Manager or a designee, subject to approval as to form by the City Attorney.

Section II. Providing for Repeal of Conflicting Resolutions and Ordinances.

All Resolutions and Ordinances and parts of Resolutions and Ordinances in conflict with the provisions of this Resolution are hereby repealed.

Section III. Recitals.

The recitals above are fully incorporated in this Resolution by reference.

Section IV. Effective Date.

This Resolution shall become effective in the manner provided by law.

[signature page follows]

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 28th day of August, 2025.

Jason Beck, Mayor

Date Signed

ATTEST:

Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

Emily Jurmu, City Attorney