

When recorded, return to:

City Clerk
City of Chandler
P. O. Box 4008, Mail Stop 606
Chandler, AZ 85244-4008

DEVELOPMENT AGREEMENT

between

**City of Chandler,
an Arizona municipal corporation**

and

**Intel Corporation,
a Delaware corporation**

Approved by the Chandler City Council on October 14, 2021

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this 30th day of September, 2021 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation ("City") and Intel Corporation, a Delaware corporation ("Intel"). City and Intel may be referred to individually in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. On October 14, 2021, the Chandler City Council approved Resolution No. 5528 authorizing the Mayor to enter into this Agreement.

B. Intel is the owner of that certain real property located within the City of Chandler as more particularly described on Exhibit "A" attached to this Agreement (the "Property"), on which Intel has built manufacturing facilities and related support buildings. Intel and City previously have entered into separate development agreements for the phased development of the Property including Phase I (Fab 12), Phase II (Fab 22), Phase III (Fab 32), and Phase IV (Fab 42.1).

C. Effective February 1, 2021, City and Intel entered into a Reclaimed Water Agreement under which City and Intel are partnering on the design and construction of a reclaimed water interconnect facility ("RWIF") that will enable City to firm existing reclaimed water deliveries to Intel. The Reclaimed Water Agreement also sets forth the terms and conditions under which City will make additional reclaimed water available to Intel for use on the Property, including the construction of related infrastructure described in the Reclaimed Water Agreement as the "Phase 2 Improvements." Upon completion of the Phase 2 Improvements, the Reclaimed Water Agreement will terminate and the parties shall operate according to the terms and conditions of this Agreement.

D. Intel is proposing to further expand its development of the Property by investing at least \$17 billion in construction, expansion, renovation, retooling and improvements of manufacturing facilities and related support infrastructure, including Fab 52 and Fab 62 ("Phase V").

E. Intel expects that Phase V will generate a large number of construction-related jobs within the City of Chandler during the course of construction and approximately 3,000 non-construction jobs that will be new, permanent, and full-time.

F. City expects Intel's continued expansion to result in substantial, measurable economic value to its citizens through increased tax revenues, enhanced economic development, and the creation of new, high-paying jobs in Chandler.

G. Intel will require additional water supplies and wastewater treatment to support Phase V.

H. Intel and City are parties to that certain Public Infrastructure Master Agreement dated May 24, 2019, which provides for the construction and financing of public infrastructure necessary to serve a manufacturing facility under A.R.S. § 42-5032.02.

I. The Parties intend this Agreement to address the conditions, terms, restrictions and requirements for the construction and financing of certain public infrastructure in connection with Phase V and the Phase 2 Improvements, as authorized under A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

The following definitions apply to this Agreement:

1.1 Capital Investment. An expenditure to acquire, lease, or improve property that is used for the benefit of Intel's manufacturing facility, including land, buildings, machinery, and fixtures, as defined in A.R.S. § 42-5032.02.

1.2 Certification. The sworn certification submitted by a manufacturing facility to the Arizona Commerce Authority under A.R.S. § 42-5032.02.

1.3 City's Maximum Contribution. As defined in Section 4.4 of this Agreement, \$20 million contribution by City for the design and construction of Public Infrastructure required for the Phase 2 Improvements, the acquisition and delivery of Potable Water to support Phase V, and additional Public Infrastructure to support Phase V.

1.4 Final Acceptance. The City Engineer's acceptance of completed infrastructure and improvements in accordance with Chandler City Code.

1.5 Master Agreement. That certain Public Infrastructure Master Agreement dated May 24, 2019, which provides for the construction and financing of public infrastructure necessary to serve a manufacturing facility under A.R.S. § 42-5032.02.

1.6 Operational Year. A calendar year commencing January 1 and ending December 31.

1.7 Phase 2 Improvements. As defined in Section 3.2 of the Reclaimed Water Agreement, a transmission line capable of delivering up to 11 MGD of Reclaimed Water

from City's Airport Water Reclamation Facility to City's Ocotillo Water Reclamation Facility and Intel's Blended Reuse Water Tank, plus any other infrastructure required to enable City to deliver a total annual average of five MGD of Reclaimed Water to Intel, including any volumes required for peaking.

1.8 Planned Canal Outage Schedule. The scheduled dry-up or other major maintenance resulting in unavailability of a canal provided to City by the canal operator.

1.9 Industrial Rate. The then-current rate that City charges industrial customers for delivery of Potable Water.

1.10 Potable Water. Any water which, according to recognized standards, is safe for human consumption.

1.11 Public Infrastructure. As used in this Agreement, the term "Public Infrastructure" shall have the same meaning as set forth in A.R.S. § 42-5032.02.

1.12 Qualified Net New Position. A job with Intel in excess of the baseline number of 11,500 Intel jobs in Chandler as of July 1, 2021, that is created and filled after the Effective Date by an Arizona resident legally authorized to work in the United States and working at least 32 hours per week associated with the Property or at any Intel facility located in the City of Chandler offering competitive compensation and the full range of benefits offered to other full-time Intel employees.

1.13 Reclaimed Water. Water that has been treated to A+ quality at a City of Chandler wastewater treatment facility for delivery to Intel.

1.14 Reclaimed Water Agreement. That certain Reclaimed Water Agreement between City and Intel effective February 1, 2021.

1.15 Reclaimed Water Rate. The then-current per gallon rate that City charges to users of treated effluent under Chandler City Code Chapter 50.

1.16 Shortage. Any reduction in City's capacity to deliver Reclaimed Water, such as unforeseen issues with water quality, a canal dry-up or other outage, or major scheduled or unscheduled maintenance on City Water Reclamation Facilities.

1.17 Wastewater. Water delivered to any City of Chandler water reclamation facility which satisfies all applicable federal, state and City of Chandler pre-treatment standards.

1.18 Water Reclamation Facilities. Any infrastructure that City uses or relies upon to deliver Reclaimed Water to Intel under the Reclaimed Water Agreement and this

Agreement, including, but not limited to, City's Airport Water Reclamation Facility, City's Ocotillo Water Reclamation Facility, and any other infrastructure or improvements constructed for that purpose under the Reclaimed Water Agreement or this Agreement.

ARTICLE 2. PLAN APPROVALS AND PERMITS

2.1 General Plan and PDP. Phase V complies with City's General Plan as required under A.R.S. § 9-500.05. The Parties anticipate that Phase V complies with the existing Preliminary Development Plan (PDP) for the Property, as amended. Intel and City will work together using reasonable best efforts to expedite any additional planning or civil plan approvals required for Phase V.

2.2 Permits. Intel and its contractors shall construct Phase V in compliance with all applicable requirements of Chandler City Code. City agrees to expedite permit and plan approvals by providing such approvals within 10 business days of submission of completed or permit-ready plans and payment of fees with no additional cost for expediting reviews, subject to all applicable laws, including laws requiring the posting and conduct of public meetings.

2.3 Dedicated On-Site Personnel. To facilitate expedited review and approval of plans and permits, City will maintain dedicated Development Services plan review and permitting staff on-site at the Property throughout the term of this Agreement.

ARTICLE 3. INTEL OBLIGATIONS

3.1 Capital Investment. Within 180 days after the commencement of the construction of Phase V, Intel shall file a Certification with the Arizona Commerce Authority stating that Intel will make a Capital Investment in accordance with A.R.S. § 42-5032.02. Subsequently, Intel shall provide an additional Certification to the Arizona Department of Revenue stating that it has made at least 10% of the Capital Investment on construction phase services as defined in A.R.S. § 42-5075.

3.2 Job Creation & Annual Reporting. Intel agrees to create and fill up to 3,000 Qualified Net New Positions between the Effective Date and December 31, 2025. Beginning July 31, 2022, and continuing through July 31, 2026, Intel shall provide an annual written certification to City on or before July 31 in substantially the form attached as Exhibit "B" that includes the number of Qualified Net New Positions created in the previous calendar year(s) and the average annualized compensation for all Qualified Net New Positions.

3.3 On-Site Improvements. Intel agrees to plan, design, and construct or cause to be constructed to current City of Chandler design standards all on-site improvements related to Phase V, including buildings, parking lots, landscaping, signs, on-site utilities, and on-site roads.

3.4 Bonds. Intel will require its contractors to post and maintain bonds for any on-site or off-site infrastructure work performed by Intel or its contractors that will be conveyed to City. Whenever required by City Code, Intel or its contractors will be required to hold an open bond on any on-site or off-site infrastructure that will be conveyed to City and maintained by City upon completion of construction for one year following City's Final Acceptance of same.

3.5 Fees and Taxes. Intel shall pay state and local taxes as applicable and all required plan check, building permit, and system development fees for Phase V.

3.6 Local Lodging Preference. Intel will make reasonable efforts to encourage utilization of public accommodation available within Chandler to the extent that such accommodation is compatible with Intel's hotel and lodging needs, including banquets, conferences, training, hospitality, and similar events.

3.7 Traffic Impact Study. On or before December 1, 2021, Intel shall provide City with an update to its December 2020 Traffic Impact Study – Intel Ocotillo Campus Master Plan Update detailing the expected traffic impacts of Project V.

3.8 Legislative Support. Intel will provide legislative support and assistance for an increase in funding and extension of sunset date under A.R.S. § 42-5032.02.

ARTICLE 4. CITY OBLIGATIONS

4.1 Potable Water. Upon the Effective Date, City commits to deliver up to an additional 3.1 million gallons per day (MGD) of Potable Water to Intel, for a total of 13.5 MGD to be delivered according to a mutually agreed schedule that corresponds to Intel's needs as Phase V ramps up.

4.2 Wastewater. Beginning June 1, 2023, City agrees to accept and treat up to an additional 3.1 MGD of Wastewater from Intel consistent with Section 3.4 of the Reclaimed Water Agreement and Section 6.2 of this Agreement.

4.3 Improvements to Alma School and Ocotillo Road Intersection. City agrees to provide up to \$10 million for public improvements to the intersection of Alma School and Ocotillo Roads based on the City Traffic Engineer's review and consent to the updated Traffic Impact Study to be provided by Intel under Sec. 3.7 of this Agreement. Monies City provides for improvements under this Section 4.3 will not be applied against the City's Maximum Contribution.

4.4 Funding of Public Infrastructure Improvements. Subject to Article 5 of this Agreement, City agrees to provide \$20 million for the design and construction of Public Infrastructure required for the Phase 2 Improvements, the acquisition and delivery of water to support Phase V, and additional Public Infrastructure projects to support Phase V ("City's Maximum Contribution"). City's financial commitment under this Section 4.4 shall

be applied to project costs as follows: first, to the 20% non-state revenue share of the project cost required under A.R.S. § 42-5032.02, then to any portion of the 80% of the project cost eligible to be reimbursed from state revenue under A.R.S. § 42-5032.02, but not reimbursed for any reason, provided that in no event shall City's financial contribution to the cost of the design and construction of Public Infrastructure for the Phase 2 Improvements, the delivery of water to support Phase V, and additional Public Infrastructure projects to support Phase V, exceed a combined maximum total of \$20 million.

4.5 Legislative Support. City will provide legislative support and assistance for an increase in funding and extension of the sunset date under A.R.S. § 42-5032.02.

ARTICLE 5. PROJECT FUNDING AND MANAGEMENT

5.1 Additional Water Rights. City anticipates that it needs 1.1 MGD in additional water rights to enable it to serve an additional 3.1 MGD of Potable Water to Intel for Phase V ("Additional Water Rights"). City will acquire the Additional Water Rights subject to the provisions of this Section 5.1. The Parties agree that up to \$12.1 million of City's Maximum Contribution shall be applied to the cost of acquiring the Additional Water Rights. City shall bear any portion of the cost of the Additional Water Rights in excess of \$12.1 million and any amounts above \$12.1 million will not be applied against City's Maximum Contribution. The Additional Water Rights obtained by City will be the sole property of City, and City shall have the sole and exclusive right to use and control the Additional Water Rights, subject to City's agreement under Section 4.1 to serve Intel an additional 3.1 MGD of Potable Water for Phase V.

5.2 Potable Water Infrastructure Improvements. The design, construction, and financing of Public Infrastructure improvements required to deliver an additional 3.1 MGD of Potable Water to Intel under Section 4.1 of this Agreement, if any, shall be Project 5 under the Master Agreement, and the terms and conditions of the Master Agreement shall govern Project 5 as though fully set forth herein. City will procure the design and construct Project 5 and will finance 20% of the cost of the Potable Water infrastructure improvements, up to any remainder of City's Maximum Contribution and will seek reimbursement of the remaining 80% from the Arizona Department of Revenue under the Master Agreement. A portion of City's Maximum Contribution may be applied to the 80% for which reimbursement is sought but not received from the Arizona Department of Revenue under the Master Agreement, but only to the extent that City's contribution does not exceed the City's Maximum Contribution, and provided that in no event shall City be responsible for financing more than \$20 million of the combined cost of the Authorized Water Rights Costs provided for in Section 5.1 and the Potable Water infrastructure improvements provided for in this Section. Intel shall reimburse City for any portion of the cost of the Potable Water infrastructure improvements in excess of City's Maximum Contribution that is not reimbursed by the Arizona Department of Revenue for any reason.

5.3 Phase 2 Improvements. The design, construction, and financing of the Phase 2 Improvements shall be Project 6 under the Master Agreement, and the terms and conditions of the Master Agreement shall govern Project 6 as though fully set forth herein. City will procure the design and construct the Phase 2 Improvements and will finance 20% of the cost of the Phase 2 Improvements, up to the City's Maximum Contribution and will seek reimbursement of the remaining 80% from the Arizona Department of Revenue under the Master Agreement. A portion of City's Maximum Contribution may be applied to the 80% for which reimbursement is sought but not received from the Arizona Department of Revenue under the Master Agreement, but only to the extent that City's contribution does not exceed City's Maximum Contribution, and provided that in no event shall City be responsible for financing more than \$20 million of the combined cost of the Additional Water Rights provided for in Section 5.1, the Potable Water infrastructure improvements provided for in Section 5.2, and the Phase 2 Improvements provided for in this Section. Intel shall reimburse City for any portion of the cost of the Phase 2 Improvements in excess of City's Maximum Contribution which is not reimbursed by the Arizona Department of Revenue for any reason.

5.4 Additional Public Infrastructure Projects. Upon the purchase of the Additional Water Rights as set forth in Section 5.1 and the completion of Projects 5 and 6, as set forth in Sections 5.2 and 5.3, City will commit any remaining portion of the City's Maximum Contribution to Public Infrastructure needed to support Phase V, exercising its sole discretion as to the Public Infrastructure project to be funded in part or in whole; provided, however, that City and Intel agree to confer regarding selection of Public Infrastructure projects. The design, construction, and financing of any additional Public Infrastructure shall be treated as one or more additional projects under the Master Agreement as applicable and shall be subject to the terms and conditions of the Master Agreement as though fully set forth herein. City will finance 20% of the cost of the Public Infrastructure, up to any remainder of City's Maximum Contribution and will seek reimbursement of the remaining 80% from the Arizona Department of Revenue under the Master Agreement. A portion of City's Maximum Contribution may be applied to the 80% for which reimbursement is sought but not received from the Arizona Department of Revenue under the Master Agreement, but only to the extent that City's contribution does not exceed the City's Maximum Contribution, and provided that in no event shall City be responsible for financing more than \$20 million of the combined cost of the Additional Water Rights provided for in Section 5.1, the Potable Water infrastructure described in Section 5.2, the Phase 2 Improvements described in Section 5.3, and any additional Public Infrastructure projects identified under this Section. Intel shall reimburse City for any portion of the cost of any additional Public Infrastructure projects identified under this Section in excess of City's Maximum Contribution that is not reimbursed by the Arizona Department of Revenue for any reason.

5.5 Project Prioritization. City's Maximum Contribution shall be allocated first to the Additional Water Rights described in Section 5.1, then to the Potable Water infrastructure described in Section 5.2, then to the Phase 2 Improvements described in

Section 5.3, and last to any additional Public Infrastructure projects identified under Section 5.4, provided, however, that the Parties may mutually agree in writing to a different order of allocation.

ARTICLE 6. RECLAIMED WATER DELIVERY

6.1 City's Delivery Commitment. Upon completion of the Phase 2 Improvements as set forth in Article 5, City will commit to delivering an annual average of five MGD of Reclaimed Water to Intel subject to the terms and conditions set forth in this Article 6.

6.2 Supply/Demand Forecasting. By September 1 of each year, Intel will provide City with an annual Reclaimed Water use plan and a Wastewater supply plan for the following Operational Year. By the 15th of every month Intel will provide City with a Reclaimed Water demand and Wastewater supply forecast for the following month. To ensure that an adequate volume of reclaimed water is available to serve City's other reclaimed water users, Intel's annual Reclaimed Water demand should not exceed the volume of Wastewater that Intel delivers to City Water Reclamation Facilities. City and Intel agree to work cooperatively to resolve any operational difficulties experienced by either Party.

6.3 Priority and Shortage Sharing. City's delivery of an annual average of five MGD of Reclaimed Water to Intel will be exempt from the provisions of City Code Section 53-3.1. Shortages of Reclaimed Water will be allocated between Intel and City as follows:

6.3.1 Shortage Lasting Less Than Seven Days. For a Shortage of Reclaimed Water lasting less than seven days, City will continue to meet deliveries to Intel using other City water resources.

6.3.2 Shortage Lasting Seven Days or Longer. For a Shortage of Reclaimed Water lasting seven days or longer, reductions will be shared equally between City and Intel resulting in a reduced annual average delivery volume for both. City will provide at least 48 hours' Notice to Intel prior to reducing the volume of Reclaimed Water delivered to Intel.

6.3.3 Planned Outage. City will share the Planned Canal Outage Schedule with Intel annually or as revised by the source water entity.

6.3.4 Makeup Water. Any reduction in annual average delivery volume may be addressed during the remaining months of the Operational Year by adjusting monthly flows to make up the reduced volume up to an annual average volume of five MGD at the Reclaimed Water Rate.

6.3.5 Delivery Overage. Any overage in annual average delivery volume that occurs without the prior written approval of City's Director of Public Works and Utilities, regardless of cause, shall be billed as Additional Water under Section 6.4.

6.4 Additional Water. In its sole discretion and with the prior written approval of City's Director of Public Works and Utilities, City may make available to Intel for purchase an annual average volume of more than five MGD of Reclaimed Water at City's then-current Industrial Rate, to be reconciled annually and billed separately as the difference between the Industrial Rate and the Reclaimed Water Rate previously paid through the monthly billing process.

6.5 Limitation on Use. Intel shall limit its use of Reclaimed Water delivered by City to industrial cooling purposes only.

ARTICLE 7. ADDITIONAL TERMS AND CONDITIONS

7.1 Term. The term of this Agreement shall be from the Effective Date to and including September 30, 2033, provided, however, that the provisions of Sections 4.1 and 4.2 of Article 4 and Article 6 shall survive the termination of this Agreement and shall govern City's delivery of Potable Water and Reclaimed Water to Intel and acceptance of Wastewater from Intel.

7.2 Notices. Except as otherwise required by law, any notice, demand or other communication required to be given by this Agreement (each, a "Notice") shall be in writing and shall be given by (i) personal delivery; (ii) by certified or registered United States Mail, return receipt requested or by United States Priority Mail; or (iii) by any nationally recognized express or overnight delivery service (e.g., Federal Express or UPS), with all postage and other delivery charges prepaid and addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this paragraph:

To Intel: Director Global Utilities & Infrastructure
Intel Corporation
4500 S. Dobson Rd.
Chandler, AZ 85248
OC2-137
(480) 432-8230

And: Corporate Services Ocotillo Site Manager
Intel Corporation
4500 S. Dobson Rd.
Chandler, AZ 85248
OC2-137
(480) 715-0999

With copy to: Intel Corporation
2200 Mission College Blvd.

Santa Clara, CA 95054
Fax: (408) 765-6016
Attn: General Counsel
Reference ID: Manufacturing, Supply Chain, and Operations
Legal

To City: Economic Development Director
City of Chandler
175 S. Arizona Avenue, 5th Floor
Chandler, AZ 85225
(480) 782-3035

And: Public Works & Utilities Director
City of Chandler
215 E. Buffalo St., Suite 202
Chandler, AZ 85225
(480) 782-3590

With copy to: Chandler City Attorney
175 S. Arizona Avenue, Second Floor
Chandler, AZ 85225
(480) 782-4640

7.3 Effective Date of Notices. Regardless of delivery method, any Notice will be deemed effective upon actual delivery or refusal to accept delivery by the addressee. Notwithstanding the foregoing, no payment shall be deemed to be made until actually received in good and available funds by the intended payee. The Parties hereby acknowledge and agree that any Notice transmitted solely by facsimile or by electronic mail shall be deemed ineffective.

7.4 Cooperation; Further Acts. The Parties agree to cooperate with each other consistent with this Agreement, as reasonably necessary to facilitate the design and construction of the projects described in Article 5 of this Agreement in accordance with the terms of this Agreement. In furtherance of the foregoing, each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

7.5 Compliance with City Code and Design Standards. Other than as expressly provided in this Agreement or by laws of general application, Intel shall comply with all applicable requirements for submission and approval of a preliminary and final plat and site plan under Chapter 48 of the Chandler City Code, shall obtain appropriate City permits for all work that it intends to undertake on the Property, and shall perform such work in compliance with applicable Chandler City Code requirements and technical design manuals.

7.6 Cumulative Remedies. In addition to any other rights or remedies, either Party may institute legal action to cure, correct, or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including suits for declaratory relief, specific performance, relief in the nature of mandamus, and actions for damages. All of the remedies described above shall be cumulative and not constitute a waiver or election with respect to any other available remedy.

7.7 Right to Offset. The non-breaching Party shall be entitled to offset against any sums due the breaching Party, any expenses or costs incurred by the non-breaching Party, or damages assessed due to the breaching Party's non-conforming performance or failure to perform, including expenses to complete work and other costs and damages incurred by the non-breaching Party.

7.8 Venue; Attorneys' Fees. Any legal actions instituted pursuant to this Agreement must be filed in the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other Party for all reasonable costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the court.

7.9 Conflicts of Interest. No member, official or employee of the City may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law. All Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statutes § 38-511.

7.10 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any owner-contractor, contractor-contractor, employer-employee, partnership, agency, or joint venture relationship between or among any or all of the Parties hereto. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

7.11 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by written amendment executed by the Parties hereto.

7.12 Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

8.13 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be conclusively determined to be invalid or unenforceable to any extent, such provision shall be ineffective to the extent of such invalidation or unenforceability, but such determination shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

7.14 Calculation of Days. As used herein, the term "business day" shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Arizona. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Arizona, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday in the State of Arizona.

7.15 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

7.16 Recitals; Exhibits. The Recitals of this Agreement are incorporated herein by reference and form a part of this Agreement. The Parties agree that all references to this Agreement include all Exhibits designated in and attached to this Agreement, such Exhibits being incorporated into and made an integral part of this Agreement for all purposes.

7.17 Time of Essence. Time is of the essence of this Agreement and each provision of this Agreement.

7.18 Recordation. The City will cause this Agreement to be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than 10 days after execution of the Agreement by the Parties and shall thereafter promptly provide a recorded copy of this Agreement to Intel.

7.19 Warranty Against Payment of Consideration for Agreement. Intel warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, consultants, engineers, and attorneys.

7.20 Non-liability of City Officials and Employees. No member, official or employee of the City will be personally liable to Intel, or any successor in interest, in the

event of any default or breach by the City or for any amount which may become due to Intel or its successor, or on any obligation under the terms of this Agreement.

7.21 Authority to Execute. The person signing this Agreement on behalf of Intel represents and warrants that they have the necessary authorization to enter into this Agreement on behalf of the corporation and to bind the corporation to the terms and conditions of this Agreement.

7.22 No Waiver. Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies, including but not limited to rights and remedies existing at common law.

7.23 Captions. The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

7.24 Governing Statutes. References are made in this Agreement to specific sections of the Arizona Revised Statutes. Any such references mean the statute in effect on the date of the execution of this Agreement and any subsequent renumbering or reordering of those provisions.

7.25 No Israel Boycott. By entering into this contract, Intel certifies that it is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

[Signatures on following page.]

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and on its behalf by its Mayor and its seal to be hereunder duly affixed and attested by its City Clerk, and Intel has signed the same, on or as of the day and year first above written.

ATTEST:

CITY OF CHANDLER, an Arizona municipal corporation

City Clerk

Mayor Kevin Hartke

APPROVED AS TO FORM:

Assistant City Attorney



INTEL CORPORATION, a Delaware corporation

By: Darcy Ortiz 
Its: Corporate Vice President

STATE OF OHIO)
) ss.
County of Cuyahoga)

Subscribed and sworn to before me this 30 day of Septembe, 2021,
by Darcy Ortiz, in her capacity as Corporate Vice President of Intel Corporation, a Delaware corporation.



LISA E. BALLARD
Notary Public, State of Ohio
My Commission Expires:
April 12, 2023

Online Notary Public. This notarial act involved the use of online audio/video communication technology.

My Commission Expires: April 12, 2023

Lisa E. Ballard 
Notary Public

EXHIBIT "A"
Legal Description of the Property

PARCEL NO. 1:

That part of the Southwest quarter of Section 18, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

COMMENCING at the Southwest corner of said Section 18 also being the **POINT OF BEGINNING**;

thence North 00 degrees 58 minutes 51 seconds East along the West section line of said Section 18 a distance of 1325.15 feet to the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 18;

thence South 89 degrees 47 minutes 55 seconds East a distance of 1324.97 feet to the Northeast corner of said Southwest quarter of the Southwest quarter;

thence North 01 degrees 00 minutes 13 seconds East a distance of 988.38 feet to a point;

thence South 89 degrees 54 minutes 53 seconds East a distance of 1290.62 feet to a point on the North-South mid-section line of said Section 18;

thence South 00 degrees 10 minutes 31 seconds West along said mid-section line a distance of 2289.19 feet to the South quarter corner of said Section 18;

thence North 89 degrees 41 minutes 05 seconds West along the South line of the Southwest quarter of said Section 18 a distance of 2648.20 feet to the **POINT OF BEGINNING**.

EXCEPT the following described property:

Part of Section 18, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 18;

thence North 00 degrees 10 minutes 31 seconds East, along the North-South mid-section line 1909.19 feet to the **TRUE POINT OF BEGINNING**;

thence North 89 degrees 54 minutes 53 seconds West, parallel with the South line of the property described in Document No. 89-456086, records of Maricopa County, 535.00 feet;

thence North 00 degrees 10 minutes 31 seconds East, parallel with the North-south mid-section line of said Section 18, 390.00 feet to a point on the South line of said property described in Document No. 89-456086, records of Maricopa County;

thence South 89 degrees 54 minutes 53 seconds East, along the said South property line described in Document No. 89-456086, records of Maricopa County, 535.00 feet to a point on the North-South mid-section line of said Section 18;

thence South 00 degrees 10 minutes 31 seconds West along said North-South mid-section line, 390.00 feet to the TRUE POINT OF BEGINNING, as conveyed to the City of Chandler in Document No. 94-0809819;

RESERVING unto INTEL CORPORATION an Easement for ingress and egress and private utilities over the Northerly 15.00 feet of the above described property.

PARCEL NO. 2:

That part of Section 19, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

COMMENCING at the Northwest corner of said Section 19 also being the POINT OF BEGINNING;

thence South 89 degrees 41 minutes 05 seconds East along the North line of the Northwest quarter of said Section 19 a distance of 2648.20 feet to the North quarter corner of said Section 19;

thence North 89 degrees 50 minutes 56 seconds East along the North line of the Northeast quarter of said Section 19 a distance of 277.34 feet to a point;

thence departing said North line South 04 degrees 08 minutes 15 seconds East a distance of 9.08 feet to the point of curvature of a curve whose radius point bears South 85 degrees 51 minutes 45 seconds West a distance of 2435.00 feet;

thence Southerly along the arc of said curve concave Westerly subtending an angle of 09 degrees 58 minutes 15 seconds an arc distance of 423.75 feet to a point of non-tangency;

thence South 89 degrees 45 minutes 15 seconds East a distance of 2366.70 feet to a point on the East line of said Section 19;

thence South 01 degrees 30 minutes 06 seconds West along said East line a distance of 2192.32 feet to the East quarter corner of said Section 19;

thence continuing South 01 degrees 30 minutes 06 seconds West along said East line a distance of 2648.04 feet to the Southeast corner of said Section 19;

thence South 89 degrees 59 minutes 38 seconds West along the South line of the Southeast quarter of said Section 19 a distance of 2620.08 feet to the South quarter corner of said section;

thence South 89 degrees 58 minutes 49 seconds West along the South line of the Southwest quarter of said Section 19 a distance of 2620.44 feet to the Southwest corner of said Section;

thence North 00 degrees 51 minutes 19 seconds East along the West line of said Southwest quarter a distance of 2648.44 feet to the West quarter corner of said Section 19;

thence North 00 degrees 53 minutes 33 seconds East along the West line of the Northwest quarter of said Section 19 a distance of 2648.26 feet to the POINT OF BEGINNING;

EXCEPT the following described property:

Being a portion of the Northwest quarter of Section 19, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

COMMENCING at the Northwest corner of said Northwest quarter;

thence South 89 degrees 41 minutes 05 seconds East along the North line of said Northwest quarter a distance of 2387.83 feet;

thence South 00 degrees 18 minutes 55 seconds West a distance of 20.00 feet to the POINT OF BEGINNING;

thence South 89 degrees 41 minutes 05 seconds East parallel to and 20.00 feet South of the North line of said Northwest quarter a distance of 250.00 feet;

thence South 01 degrees 07 minutes 55 seconds West a distance of 250.00 feet;

thence North 89 degrees 41 minutes 05 seconds West a distance of 250.00 feet;

thence North 01 degrees 07 minutes 55 seconds East a distance of 250.00 feet to the POINT OF BEGINNING.

TOGETHER WITH that portion of Dobson Road as dedicated on plat in Book 395 of Maps, page 11, that is vacated on plat in Book 408 of Maps, page 50.

EXCEPT that portion of Dobson Road dedicated on the plat in Book 409 of Maps, page 27.

PARCEL NO. 3:

Being a portion of the Southeast quarter of Section 18, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Southwest corner of said Southeast quarter of Section 18;

THENCE North 00 degrees 10 minutes 07 seconds East, along the boundary of OCOTILLO, as shown on the MAP OF DEDICATION OF RIGHT-OF-WAY AND EASEMENTS FOR OCOTILLO, Book 303, Page 24, Maricopa County Records, 2298.05 feet;

THENCE South 89 degrees 54 minutes 53 seconds East, 104.33 feet to a point on the Westerly right-of-way line of Price Road, as shown on said Map of Dedication;

THENCE South 04 degrees 08 minutes 15 seconds East, along said right-of-way line, 2304.15 feet to a point on the South line of said Southeast quarter of Section 18;

THENCE South 89 degrees 50 minutes 56 seconds West, along said South line, 277.34 feet to the POINT OF BEGINNING.

Together with that portion of vacated Dobson Road lying Easterly and adjacent to said premises as shown on plat in Book 388 of Maps, page 20 and in Ordinance recorded in Document No. 94-0789948.

PARCEL NO. 4:

A portion of Sections 18 and 19, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 18;

THENCE North 89 degrees 50 minutes 56 seconds East, along the South line of Section 18, 277.34 feet to the TRUE POINT OF BEGINNING.

THENCE continuing North 89 degrees 50 minutes 56 seconds East, along said South line of Section 18, 130.32 feet;

THENCE North 04 degrees 08 minutes 15 seconds West, 46.53 feet;

THENCE North 40 degrees 51 minutes 45 seconds East, 28.28 feet;

THENCE North 85 degrees 51 minutes 45 seconds East, 22.27 feet to a point of curvature of a tangent curve concave Northwesterly having a radius of 650.00 feet;

THENCE Northeasterly along the arc of said curve through a central angle of 14 degrees 39 minutes 39 seconds, 166.32 feet to a point of curvature of a non-tangent curve concave Northeasterly from which the center of said curve bears North 57 degrees 36 minutes 13 seconds East, 1735.00 feet;

THENCE Southeasterly along the arc of said curve through a central angle of 25 degrees 24 minutes 40 seconds, 769.49 feet to a point on the South line of A.P.N. 303-49-001B as described in Recorder's No. 88-637333 records of Maricopa County;

THENCE North 89 degrees 45 minutes 15 seconds West, along said South line, 876.47 feet to a point of curvature of a non-tangent curve concave Westerly from which the center of said curve bears North 84 degrees 10 minutes 00 seconds West, 2,435.00 feet;

THENCE Northerly along the arc of said curve through a central angle of 09 degrees 58 minutes 15 seconds, 423.75 feet to a point of tangency;

THENCE North 04 degrees 08 minutes 15 seconds West, 9.06 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 5:

A portion of Section 18, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 18;

THENCE North 89 degrees 50 minutes 56 seconds East, along the South line of said Section 18; 407.66 feet;

THENCE North 04 degrees 08 minutes 15 seconds West, 186.53 feet to the TRUE POINT OF BEGINNING.

THENCE continuing North 04 degrees 08 minutes 15 seconds West, 38.50 feet;

THENCE South 26 degrees 37 minutes 48 seconds East, 63.32 feet;

THENCE South 85 degrees 51 minutes 45 seconds West, 4.22 feet;

THENCE North 49 degrees 08 minutes 15 seconds West, 28.28 feet to the TRUE POINT OF BEGINNING.

EXCEPT any portion of Parcels 1 through 5 above, dedicated to the public for Dobson and Ocotillo Roads on plat recorded in Book 395 of Maps, page 11.

EXHIBIT "B"

[Date]

Economic Development Director
City of Chandler
P. O. Box 4008, Mail Stop 416
Chandler, AZ 85244-4008

Re: Certification of Job Creation under Development Agreement dated _____
between Intel and the City of Chandler (the "Agreement")

Dear _____:

This letter is intended to provide the written certification required under Section 3.2 of the Agreement.

Intel certifies that, for the time period beginning [month and date], _____, and ending July 1, _____, Intel has created and filled _____ Qualified Net New Positions under Section 3.2 of the Agreement, offering competitive compensation and the full range of benefits offered to other full-time Intel employees.

The undersigned certifies that the above information is correct and complete and that they have authority to make this certification on behalf of Intel. Questions concerning this certification may be directed to [name] at [phone].

Sincerely,

[Name]

[Title]

cc: Chandler City Manager, P.O. Box 4008, Mail Stop 605, Chandler AZ 85224
Chandler City Attorney, P.O. Box 4008, Mail Stop 602, Chandler, AZ 85224