

AGREEMENT NO. 66809-3

THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE CITY OF PHOENIX

(Foreign-Trade Zone)

This Third Amendment ("**Third Amendment**") to Intergovernmental Agreement No. 66809-0 is made and entered into this ____ day of _____, 2025 ("**Effective Date**"), by and between the City of Chandler ("**Chandler**"), a municipal corporation duly organized and existing under the laws of the State of Arizona, and the City of Phoenix ("**Phoenix**"), a municipal corporation duly organized and existing under the laws of the State of Arizona. Chandler and Phoenix are sometimes referred to collectively as "**Parties**" and individually as a "**Party**."

RECITALS

A. Phoenix and Chandler entered into an Intergovernmental Agreement dated November 12, 1993, recorded in the Official Records of the Maricopa County Recorder (the "**Recorder**") on November 19, 1993 as document 93-0801136. That Intergovernmental Agreement was amended twice. The First Amendment occurred on July 5, 1994 and was recorded with the Recorder on July 6, 1994 as document 94-0522998. The Second Amendment occurred on July 1, 2009 and was recorded with the Recorder on February 18, 2010 as document 20100133804. Collectively, these documents and this Third Amendment constitute the "**Agreement**."

B. The purpose of document 93-0801136 was to memorialize Chandler's support for an application to the Foreign-Trade Zones Board (the "**Board**") by Phoenix, grantee of Foreign-Trade Zone No 75, for the establishment of a Special Purpose Foreign-Trade Subzone to facilitate the location of a new manufacturing facility by the Intel Corporation ("**Intel**") in Chandler.

C. Phoenix has received a Grant (Board Order 185, dated March 25, 1982) from the Board to establish FTZ No. 75, and the alternative site framework format for FTZ No. 75 was approved by the Board in a notice published on October 20, 2010 in 75 Fed. Reg. 64708. Applications to the Board for Subzone status designation shall only be requested for specific Intel sites identified in this Agreement or future amendments agreed to by the Parties.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and representations, and the following mutual covenants, agreements, and conditions, the Parties agree as follows:

- 1. Recitals.** The recitals set forth in the Agreement are hereby incorporated by this reference and the Agreement.

2. Site Proposal. Chandler supports subzone status for the following three additional Intel sites, as further described in **Exhibit C**, which is attached to this Third Amendment and incorporated into the Agreement by reference:

A. Proposed Site 007, located at 6615 West Frye Road, Chandler, AZ 85226 (135,000 sf).

B. Proposed Site 008, located at 6760 W Chicago Street, Chandler, AZ 85226 (15,000 sf).

C. Proposed Site 009, located at 555 E. Queen Creek Road, Building B, Suite 90 and 100, Chandler, AZ 85286 (198,000 sf).

Chandler and Phoenix's requirements and responsibilities concerning the FAB-12 facility under the Agreement will apply the same with respect to these three additional Intel sites.

3. Duration – A.R.S. § 11-952(B)(1). To better specify a duration for this Agreement in accordance with Ariz. Rev. Stat. § 11-952, the Agreement's § II, "*Agreements*," is supplemented by addition of the following paragraph D:

D. Duration. The term of this Agreement shall begin on the Effective Date (November 12, 1993) and remain in effect for the same term as Operating Agreement 66809-FTS-002 and all amendments thereto, unless terminated pursuant sooner pursuant to the terms of this Agreement.

4. Effect of Amendment. Except as otherwise amended, all other contract prices, terms, and conditions of the Agreement (and any prior amendments not in conflict) will remain in full force and effect. If there is a conflict or ambiguity among amendments and the Agreement, then the most recent amendment will only prevail and control if it is clear and unambiguous. If the most recent amendment is not clear and unambiguous, then the original Agreement will govern to the extent necessary to support the intent of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment to the Intergovernmental Agreement (Contract No. 66809-0) as of the date first written above.

CITY OF CHANDLER

CITY OF PHOENIX

Jeffrey Barton, City Manager

Kevin Hartke
Mayor

Christine Mackay
Community & Economic Development
Director

ATTEST:

ATTEST:

Chandler City Clerk

Phoenix City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Julie M. Kriegh, City Attorney

Attorney for Chandler

Micah Ray Alexander
Assistant Chief Counsel

APPROVED BY CHANDLER CITY COUNCIL
BY FORMAL ACTION ON: _____

APPROVED BY PHOENIX CITY COUNCIL
BY FORMAL ACTION ON NOV. 10, 1993

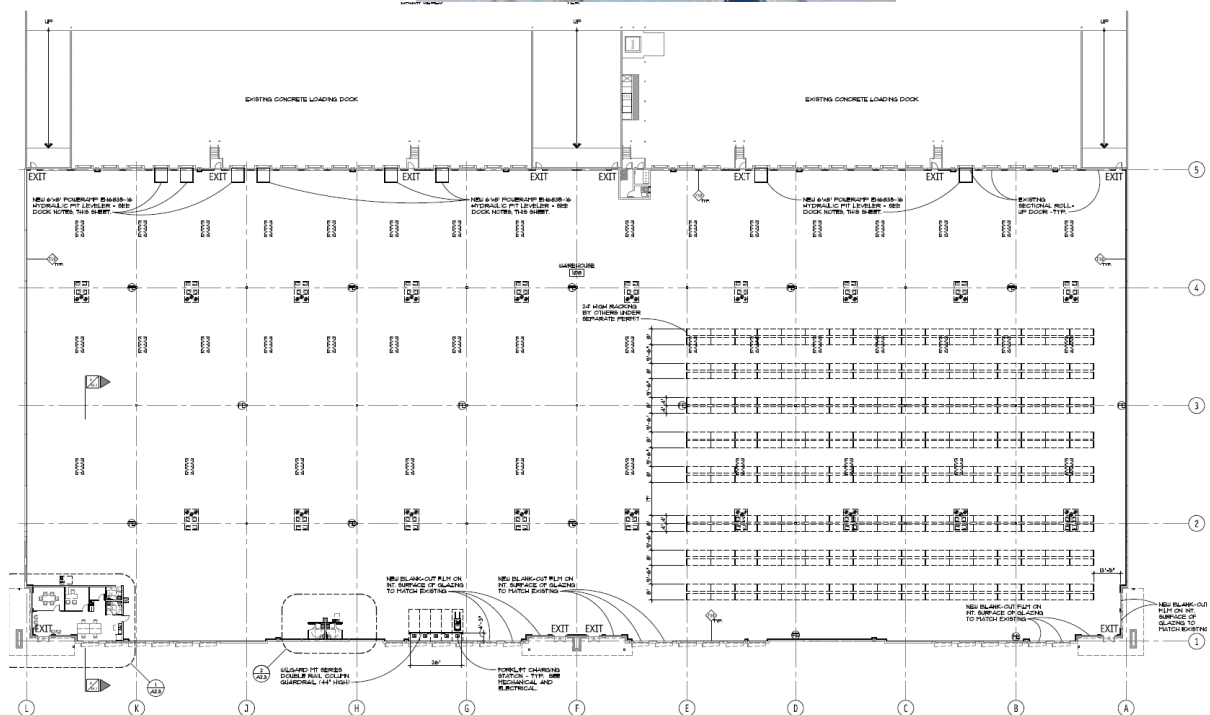
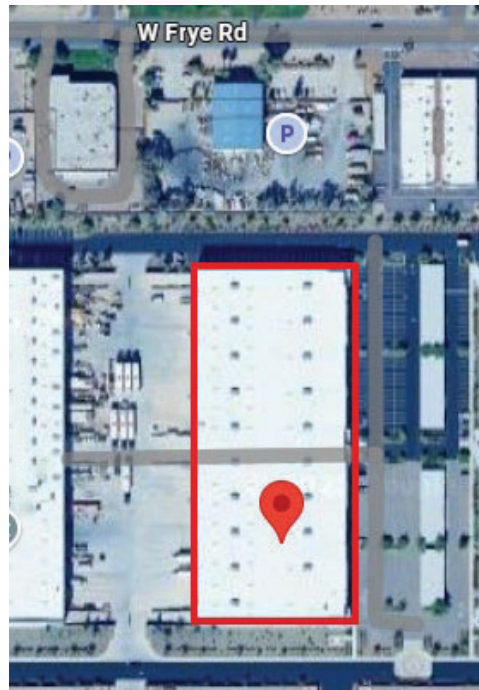
EXHIBIT C

Exhibit C

Proposed Site 007:

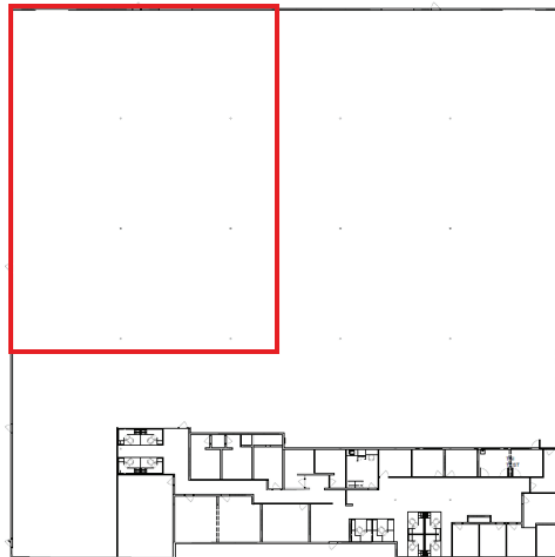
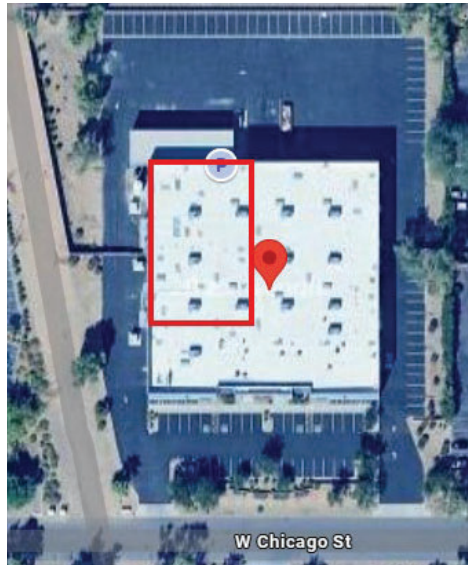
6615 West Frye Road,
Chandler, AZ 85226

3.1 Acres



Proposed Site 008:

*6760 W Chicago Street
Chandler, AZ 85226
0.34 Acres*



Proposed Site 009:

555 E. Queen Creek Road, Building B, Suite 90 and 100, Chandler, AZ 85286

4.5 Acres

