

When recorded return to:

City of El Mirage  
City Clerk  
10000 N. El Mirage Road  
El Mirage, AZ 85335

**DEVELOPMENT AGREEMENT PROJECT PHX 80  
EL MIRAGE, ARIZONA**

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”) by Microsoft Corporation, a Washington corporation (“Owner”) and the CITY OF EL MIRAGE, an Arizona municipal corporation (the “City”).

**RECITALS**

**WHEREAS**, Owner has a real property interest in or is the owner of that certain property located in the City of El Mirage, Arizona, consisting of approximately 150 acres, legally described as prepared by Owner in Exhibit “A” attached hereto and incorporated herein by reference (“Property”);

**WHEREAS**, Owner intends to develop the Property in phases and when fully developed, may consist of multiple buildings;

**WHEREAS**, the first phase of the development of the Property will consist of the construction of a data center building located on the Property (“Phase 1”);

**WHEREAS**, Owner and City desire to facilitate the development of the Property as a part of the City’s growth and development. In furtherance of this aim, Owner and City have cooperated in the preparation of this Agreement;

**WHEREAS**, Owner has caused to be completed that Technical Memorandum 1 for PHX80 Data Center, El Mirage, AZ Water Reclamation Facility Evaluation Study, dated January 2020, by Carollo Engineers (the “Carollo Memo”), which indicates that additional wastewater treatment improvements will be needed for future development on the Property;

**WHEREAS**, City intends to implement the recommendations in the Carollo Memo by making upgrades and improvements to the City’s existing Water Reclamation Facility (the “WRF”) consisting of additional filters, which improvements are set forth in the Carollo Memo as “Alternative 1” (the “Improvements”);

**WHEREAS**, Owner is willing to contribute to the cost of the Improvements in the amount set forth in the Carollo Memo;

**WHEREAS**, Owner and City desire to enter into this Agreement in order to set forth the rights and obligations of each party with respect to the Improvements and the costs for the same;

**WHEREAS**, pursuant to the provisions of Arizona Revised Statutes Annotated (“A.R.S.”) §§ 9-500.05, et seq., Owner and City are authorized to enter into this Agreement;

**WHEREAS**, the City confirms that development of the Property pursuant to this Agreement is consistent with the City’s General Plan on the date of this Agreement.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions, it is agreed as follows:

**1. INCORPORATION OF DOCUMENTS AND RECITALS.** All documents and exhibits referred to in this Agreement are hereby incorporated by this reference into this Agreement, and the Recitals stated above are hereby incorporated by reference into this Agreement and made a part hereof.

**2. COMPLIANCE.** The determinations of the City in this Agreement and the assurances provided to Owner in this Agreement are provided pursuant to and as contemplated by A.R.S. § 9-500.05 and other applicable law, bargained for and in consideration for the undertakings of Owner set forth herein and contemplated by this Agreement and are intended to be and have been relied upon by Owner in undertaking the obligations of development of the Property.

**3. RIGHTS RUN WITH THE LAND.** The rights established under this Agreement are attached to and run with the Property. Upon the Effective Date of this Agreement, Owner and any successors or assigns are entitled to exercise the rights granted pursuant to this Agreement.

**4. PROCESSING.** City agrees to cooperate in expeditiously processing the review of plans and submittals necessary to construct the Improvements on the Property. The expedited review of plans and submittals is subject to Owner complying with the ordinances applicable thereto and Owner paying the then current applicable application, review and plan check fees.

**5. CITY IMPROVEMENTS.**

**a. Carollo Memo Conclusions.** The Carollo Memo concludes that the High End Capital Cost Estimate for the Improvements is Two Million, Seven Hundred Nine Thousand and no/100 Dollars (\$2,709,000.00) (the “Estimated Improvements Cost”).

**b. Payment of Estimated Improvements Cost.** Subject to the terms and conditions of this Agreement and in exchange for the valuable consideration provided herein, including, without limitation, the City’s representations, warranties and covenants in Sections 6 and 27, Owner agrees to pay to the City an amount equal to the Estimated Improvements Cost (the “Owner’s Payment”) within 30 days of the Effective Date. Upon receipt of the Owner’s Payment, the full amount of the Owner’s Payment shall be deposited by the City in the City’s Sewer Fund

(the "Sewer Fund") and must be used for expenditures compatible with the Sewer Fund's purpose, including for paying the costs for the design and construction of the Improvements.

c. Design and Construction of Improvements. The City, at its sole cost and expense, shall design, engineer, permit, construct and install the Improvements, including any amounts exceeding the Estimated Improvements Cost and Owner's Payment. The City agrees that upon receipt of the Owner's Payment, but subject to any Force Majeure Event (as defined below) the City will diligently proceed with the design and construction of the Improvements, and that the City will take all actions within its authority to cause the substantial completion of the Improvements on or about January 1, 2021. If the City elects to oversize or upgrade the quality and grade of the WRF, as compared to Alternative 1 in the Carollo Memo, the City shall be responsible for all costs associated with such oversizing or upgrade. Notwithstanding the foregoing, City shall not undertake any oversizing or upgrades that would delay completion of the Improvements past January 1, 2021. The City shall obtain Owner's prior written consent for any change to the design or construction of the Improvements that could reasonably be expected to (i) decrease the capacity of the Improvements, or (ii) materially delay the construction schedule. City agrees and acknowledges that except for delivering the Owner's Payment to City, Owner shall not have any responsibility or obligation whatsoever with respect to the Improvements, or the design, engineering, construction, installation, or operation thereof.

d. Completion of Improvements. The City shall provide Owner with written notice of the completion of the Improvements within ten (10) business days of the completion of the Improvements (the "Completion Notice"), which notice shall indicate the water treatment capacity of the WRF, including the Improvements.

**6. PROVISION OF SEWER SERVICE AND REPRESENTATION OF ADEQUATE WASTEWATER CAPACITY.** The City covenants and agrees to provide sewer service to Owner for Phase 1 and represents that the City has adequate system capacity to service Phase 1 for the Term of this Agreement, subject to and consistent with the contingencies set forth in the "will serve" letter to Owner dated June 13, 2019 and attached hereto as Exhibit "B" and incorporated herein by reference. The City represents further that it shall not take any action that impairs its ability to provide such sewer service or system capacity for Phase 1.

**7. TERM.** This Agreement is effective as of the date first set forth above and shall remain effective until such time as another operator shall provide wastewater services to the Property consistent with the terms of this Agreement.

**8. NOTICES.** All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be in writing and shall be given by personal delivery, overnight courier or facsimile transmission, or sent by registered or certified mail, postage prepaid, correctly addressed to the intended recipient at the address set forth below:

City: City of El Mirage  
10000 N El Mirage Road  
El Mirage, AZ 85335  
Attn: City Manager

Copy to: City of El Mirage  
10000 N El Mirage Road  
El Mirage, AZ 85335  
Attn: City Attorney

Owner: Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052  
Attn: MSFT Engineering

Copy to: Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052  
Attn: Corporate, External, and Legal Affairs

Copy to: Rose Law Group pc  
7144 E. Stetson Dr., Ste. 300  
Scottsdale, AZ 85251  
Attn: Cameron Carter

**9. WAIVER.** No delay in exercising any right or remedy by either City or Owner shall constitute a waiver thereof. Waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by all parties hereto. The failure of any party to enforce the provisions of this Agreement or require performance of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of the party to enforce all of the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach thereof.

**10. BINDING EFFECT.** The rights, benefits and obligations in this Agreement, including the City's obligations in Section 6, shall be binding upon City and its successors and assigns, including any future private manager or operator of the City's WRF, the Improvements, and the City's water system and associated infrastructure. The rights, benefits and obligations in this Agreement shall be binding upon Owner and its successors and assigns.

**11. GOVERNING LAW.** This Agreement and all terms and conditions hereof, and any dispute, controversy, claim or cause of action arising out of or related to this Agreement is governed by the laws of the State of Arizona.

**12. CHOICE OF FORUM.** Notwithstanding A.R.S. § 12-406, any suit or action brought under this Agreement shall be commenced only in state or federal courts in the State of Arizona, Maricopa County.

**13. EXERCISE OF AUTHORITY.** It is understood and agreed that Owner shall not in any way exercise any portion of the authority or sovereign powers of City and shall not make or contract or commit or in any way represent itself as an agent for City. Nor shall anything in this

Agreement be construed to create any partnership, joint venture or principal agency relationship between the parties.

**14. RECORDATION.** In order to provide notice to third parties, the City shall record this Agreement in the official records of the Maricopa County Recorder within ten (10) days after the full execution of this Agreement.

**15. CONFLICT OF INTEREST.** This Agreement is subject to the provisions of A.R.S. § 38-511.

**16. SEVERABILITY OF PROVISIONS.** Each term and provision of this Agreement shall be considered severable and if, for any reason, any term or provision of this Agreement be declared or be determined to be illegal or invalid, the validity of the remaining terms and provisions shall not be affected thereby, and said illegal or invalid term or provision shall not be deemed a part of this Agreement, notwithstanding any other provision of this Agreement to the contrary.

**17. TIME OF THE ESSENCE.** Time is of the essence to this Agreement and with respect to the performance required by each party hereunder.

**18. ADDITIONAL ACTS AND DOCUMENTS.** Each party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. If any action or approval is required of any party in furtherance of the rights under this Agreement, such approval shall not be unreasonably withheld.

**19. AMENDMENTS.** No amendment shall be made to this Agreement except by written document executed by City and Owner. Within ten (10) days after the execution of any amendment by both parties, the amendment shall be recorded with the Maricopa County Recorder, Maricopa County, Arizona.

**20. ENTIRE AGREEMENT.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of the Agreement and contains all the covenants and agreements between the parties with respect to said matter.

**21. HEADINGS.** The headings for the paragraphs of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs nor in any way affect this Agreement.

**22. ATTORNEYS FEES.** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or an account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury or arbitrator or arbitration board, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment or by arbitration

award. As an alternative to filing a lawsuit to resolve the dispute, the parties may mutually agree to arbitrate the dispute.

**23. ASSIGNMENT.** Owner shall have the right to sell, transfer or assign part or all of the Property to any person or entity at any time during the duration of this Agreement.

**24. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

**25. DEFAULT.** Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement and, if the breach is not cured within 10 days after written notice thereof from the other party (the "Cure Period"), the breach constitutes a default under this Agreement; provided, however, that if the failure is such that more than 10 days would reasonably be required to perform such action or comply with any term or provision thereof, then the party shall have such additional time as may be necessary to perform or comply so long as the party commences performance or compliance within said 10 day period and diligently proceeds to complete such performance or fulfill such obligation. In the event a breach is not cured within the Cure Period, the non-defaulting party shall have all the rights and remedies that may be available at law or in equity.

**26. REPRESENTATIONS AND WARRANTIES OF OWNER.** As of the Effective Date, Owner represents, warrants and covenants to City as follows:

a. Ownership. Owner is a Washington corporation and has the full right and authority to submit its interest in the Property to the provisions of this Agreement.

b. Authorization. Owner is in good standing and is qualified to do business in Arizona. The person signing this Agreement on Owner's behalf has the authority and right to enter into this Agreement on Owner's behalf, without any further act or authorization. Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

**27. REPRESENTATIONS, WARRANTIES AND COVENANTS OF CITY.** As of the Effective Date, City represents, warrants and covenants to Owner as follows, with the understanding that each of the following are material to Owner's willingness to enter in this Agreement, that Owner is relying on each of the following, and that Owner would not have agreed to enter into this Agreement but for each and every one of the following:

a. Approval. City has approved this Agreement at a duly held and noticed public meeting by its Mayor and City Council, at which a quorum was duly present, and has authorized the execution hereof.

b. Authorization. City is an Arizona municipal corporation, is in good standing and is qualified to do business in Arizona. The person signing this Agreement on City's behalf has the authority and right to enter into this Agreement on City's behalf, without any further act or

authorization by City. City is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

c. Improvements. From the Effective Date and through the date of completion of the Improvements, the City will exercise, and the City will cause any of its officials, employees, agents, representatives, contractors and subcontractors to exercise, diligent efforts to commence and pursue completion of the Improvements.

d. Sewer Capacity. Upon completion of the Improvements in accordance with the Carollo Memo, City will have sufficient sewer capacity to serve the Property.

e. Water Capacity. City has sufficient water capacity to serve the Property.

f. Use of Owner's Payment. The City will use the Owner's Payment and any portion thereof only for expenditures compatible with the Sewer Fund's purpose, including for paying the costs for the design and construction of the Improvements.

**28. FORCE MAJEURE.** If the City's completion of the Improvements contemplated in this Agreement is prevented or delayed, despite the City's best efforts to perform, by causes beyond the City's reasonable control, including strikes, riots, fires, floods, lightning, rain, earthquake, extraordinary wind or other weather events, war, invasion, insurrection, civil commotion, unavailability of resources due to national defense priorities or natural disaster recovery, any act of God, binding orders, actions or inactions of any court or governmental authority, legislative, executive, administrative, judicial agency or body, state or federal laws, regulations or ordinances, technological impossibility, changes in law or applicable regulations subsequent to the date hereof or any other similar or dissimilar cause beyond its reasonable control and not attributable to its neglect (each, a "Force Majeure Event"), upon the City providing written notice in reasonable detail to the Owner the requirement of completion of such Improvements shall be postponed by a period equal to the period of time such party's performance under this Agreement is prevented or delayed by such Force Majeure Event. Notwithstanding the foregoing, no City act, undertaking, action, inaction, law, regulation or ordinance, whether legislative, administrative, executive, or judicial in nature, shall constitute a Force Majeure Event.

**29. EXCULPATION.** IN NO EVENT SHALL THE OWNER, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES, OR ANY OWNER SUCCESSORS OR ASSIGNS, BE LIABLE TO THE CITY OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE CITY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO CLAIM ANY DAMAGES DESCRIBED IN THIS SECTION.

**30. INDEMNIFICATION.**

a. Owner, or Owner' successors and assigns, agrees to defend, indemnify and hold harmless City, its officers, officials and employees from and against claims, damages, losses and expenses of any nature whatsoever (including but not limited to reasonable attorney fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense) (collectively, "Claims"), relating to or arising out of Owner' or its successors' and assigns' default under this Agreement; provided, however, the foregoing indemnity does not apply to any Claims relating to or arising out of City's or City's officers, officials, employees, agents, representatives or contractors gross negligence or willful misconduct. The indemnity provisions of this Agreement shall survive the termination of this Agreement.

b. The City agrees to defend, indemnify and hold harmless Owner, its directors, officers, employees, agents and representatives from and against any Claims relating to or arising out of (i) any act or omission by any party to this Agreement with respect to the terms and conditions of this Agreement, or (ii) the Improvements, regardless of the source of any such Claim; provided, however, the foregoing indemnity does not apply to any Claims relating to or arising out of Owner's or Owners' directors, officers or employees gross negligence or willful misconduct. The indemnity provisions of this Agreement shall survive the termination of this Agreement.

**31. BOYCOTT OF ISREAL.** Owner certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a boycott of Israel set forth in ARIZ. REV. STAT. § 35-393 and § 35-393.01.

**[Signature pages follow]**

**IN WITNESS WHEREOF**, the Mayor and Council of El Mirage, Arizona, by its Mayor and its Clerk, duly authorized, have affixed hereunto their hand and caused its official seal to be affixed on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF EL MIRAGE, an Arizona municipal corporation

\_\_\_\_\_  
Alexis A. Hermosillo, Mayor

STATE OF ARIZONA        )  
                                          ) SS.  
COUNTY OF MARICOPA    )

The foregoing Development Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me by Alexis A. Hermosillo, Mayor of the City of El Mirage, an Arizona municipal corporation, and being authorized to do so, executed the foregoing instrument on behalf of the City for the purposes therein stated.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sharon Antes, City Clerk

Dated: \_\_\_\_\_

Approval as to Form

By: \_\_\_\_\_  
Justin Pierce, City Attorney

**OWNER:**

Microsoft Corporation,  
a Washington corporation

By: *Aable*

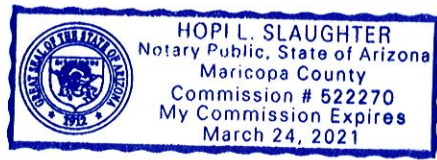
Its: *DIRECTOR*

State of Arizona            )  
                                          )ss  
County of Maricopa        )

The foregoing Development Agreement was acknowledged before me this *11<sup>th</sup>* day of *May*, 2020, by *Arum Bilyew*, the *Director* of Microsoft Corporation, a Washington corporation, and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the and acknowledged to me that he being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Microsoft Corporation.

*Hopi L. Slaughter*  
Notary Public

My Commission Expires: *MARCH 24, 2021*



**EXHIBIT A**  
**Legal Description**

**LEGAL DESCRIPTION:**

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN DOCUMENT ENTITLED "SPECIAL WARRANTY DEED" FILED AS DOCUMENT NO. 2008-167192 RECORDS OF MARICOPA COUNTY, ARIZONA BEING SITUATED WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP IN HAND HOLE ACCEPTED AS THE WEST QUARTER CORNER OF SAID SECTION 35 FROM WHICH A FOUND BRASS CAP IN HAND HOLE ACCEPTED AS THE NORTHWEST CORNER OF SAID SECTION 35 THEREOF BEARS NORTH 00°02'01" EAST, 2626.79 FEET;

THENCE SOUTH 89°10'32" EAST, 40.00 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 TO A LINE BEING 40.00 EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTH LINE, NORTH 00°02'01" EAST, 2226.77 FEET ALONG SAID PARALLEL LINE;

THENCE LEAVING SAID PARALLEL LINE, SOUTH 89°11'54" EAST, 15.00 FEET TO A LINE BEING 55.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35;

THENCE NORTH 00°02'01" EAST, 335.03 FEET ALONG SAID PARALLEL LINE;

THENCE LEAVING SAID PARALLEL LINE, NORTH 45°25'04" EAST, 14.05 FEET TO A LINE BEING 55.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35;

THENCE SOUTH 89°11'54" EAST, 185.02 FEET ALONG SAID PARALLEL LINE;

THENCE LEAVING SAID PARALLEL LINE, NORTH 00°02'01" EAST, 22.00 FEET TO A LINE BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35;

THENCE SOUTH 89°11'54" EAST, 53.99 FEET ALONG SAID PARALLEL LINE; THENCE LEAVING SAID PARALLEL LINE, SOUTH 00°48'06" WEST, 59.83 FEET; THENCE SOUTH 89°11'54" EAST, 57.76 FEET;

THENCE NORTH 00°48'06" EAST, 59.83 FEET TO THE AFORESAID LINE BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35;

THENCE SOUTH 89°11'54" EAST, 2210.19 FEET ALONG SAID PARALLEL LINE TO A LINE BEING 60.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35;

THENCE LEAVING SAID PARALLEL LINE, SOUTH 00°00'15" WEST, 2594.83 FEET ALONG SAID PARALLEL LINE TO THE AFORESAID SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35;

THENCE LEAVING SAID PARALLEL LINE, NORTH 89°10'32" WEST, 2533.30 FEET (2533.31 FEET CALCULATED) ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

**Legal Description**

**PHX 80**

**El Mirage, Arizona**

**EXHIBIT B**  
**“Will Serve” Letter**



**Public Works Department**  
10355 N 121<sup>st</sup> Avenue, El Mirage 85335  
623-935-6405; Fax 623-935-6184; TDD 623-933-3255  
[www.elmirageaz.gov](http://www.elmirageaz.gov)

June 13, 2019

Maricopa County Environmental Services Department  
Subdivision Infrastructure and Planning Program  
501 N. 44<sup>th</sup> St., Suite 200  
Phoenix, AZ 85005

**RE: MICROSOFT CORPORATION – PHX 80 (Phase I)**  
**SEWER CAPACITY LETTER**  
**12901 W. Olive Ave., CITY OF EL MIRAGE, ARIZONA**

To Whom It May Concern:

This letter is to verify that the City of El Mirage has the authority to provide wastewater service to the Microsoft Corporation for Phase I (one data center building) of the PHX 80 project located at 12901 W. Olive Ave. in El Mirage, Arizona. The City of El Mirage agrees to provide sewer service to Microsoft for Phase I of the PHX 80 project and has adequate system capacity to serve Phase I of the project contingent upon the following:

- Phase I does not exceed a maximum wastewater discharge load of approximately 500,000 gallons per day (gpd)/347 gallons per minute (gpm).
- Conveyance of the wastewater will run from the site to the City of El Mirage Water Reclamation Facility.
- The evaluation of the required off-site infrastructure currently being conducted by the property owner's consultant shows that there are no adverse effects to the City's system.
- Design and construction by Microsoft of the off-site infrastructure in accordance with the off-site infrastructure evaluation.
- Approval of off-site sewer infrastructure design and construction by the City of El Mirage prior to connecting the on-site utilities to the off-site infrastructure.

In accordance with the requirements of the Maricopa County Environmental Services Department and Arizona Administrative Code Section R18-9-E301.C, the City of El Mirage Water Reclamation Facility, located at 10355 N. 121<sup>st</sup> Avenue, confirms that:

- Once the stipulations above are met, the additional volume of wastewater delivered to the facility by the proposed project will not cause any flow or effluent quality limits of the individual permit for the facility to be exceeded.
- The design flow of the facility will not be exceeded.

The City of El Mirage will be utilizing its existing Operations and Maintenance policies and procedures to maintain the infrastructure.

Sincerely,

  
Shane Swartwout  
Assistant Utilities Director

Cc: Nick Russo, Public Works Director