

RESOLUTION NO. 2019-1942

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE DEVELOPMENT AGREEMENT FOR MICROSOFT; DIRECTING THE CITY MANAGER TO EXECUTE THE DEVELOPMENT AGREEMENT FOR MICROSOFT; AUTHORIZING AND DIRECTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS Microsoft owns approximately 279 acres of real property within the City of Goodyear generally located between the north side of Broadway Road and the south side of MC-85 and extending from east of Bullard Avenue to west of Litchfield Road and which is more legally described in Exhibit A, attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, Microsoft has an accelerated construction schedule and is seeking an agreement that will allow it to commence development of the Property prior to the completion of various requirements that would otherwise apply to the development of the Property, including the determination by the City of the on-site and off-site water, wastewater and industrial discharge infrastructure that will be needed to serve the Property at full build-out and for which Microsoft will be responsible for constructing or cause to be constructed and that will allow the Property to be developed pursuant to a self-certification process; and

WHEREAS, there are inherent risks to Microsoft in proceeding in the manner it desires, including, but not limited to, the risk that work completed may have to be modified or reconstructed; and

WHEREAS, Microsoft is extremely sophisticated in terms of the construction of its facilities and has the financial resources to handle any additional costs they occur because of its participation in a self-certification process and because it is commencing construction prior to the completion of various requirements that would otherwise apply to the development of the Property, including any modifications to on-site and off-site water, wastewater and/or industrial discharge infrastructure that might be required after the City has determined the on-site and off-site water, wastewater and industrial discharge infrastructure that will be needed to serve the Property at full build-out; and

WHEREAS, Microsoft is willing to undertake risks inherent to Microsoft proceeding in the manner it desires, including, but not limited to, the risk that work completed may have to be modified or reconstructed; and

WHEREAS, the City is willing to allow Microsoft to move forward with the construction of its first two buildings under a self-certification process and before the completion of various requirements that would otherwise be required to be completed before work on Property commenced, in exchange for Microsoft waiving any claims the City may have against the City and indemnifying the City for claims by third-parties related to the City allowing Microsoft to proceed in this fashion; and

WHEREAS, the depending upon the success of the self-certification process used for the construction of the first two-buildings, the City may allow Microsoft to move forward with the construction of additional buildings on the Property under a self-certification process, upon which would be subject to the same waiver and indemnification referred to above; and

WHEREAS, the expedited development of the Property is in the best interests of the City because of the economic impact it will have on the community; and

WHEREAS, the terms and conditions in the Development Agreement for Microsoft mitigate the risk to the City from allowing Microsoft to commence construction prior to the completion of various requirements that would otherwise apply to the development of the Property and from developing pursuant to a self-certification type process as outlined in the Development Agreement for Microsoft; and

WHEREAS, for the foregoing reasons, the Development Agreement for Microsoft is in the best interests of the City; and

WHEREAS, Microsoft and the City intend this document to be a Development Agreement within the meaning of A.R.S. § 9-500.05;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. The Mayor and Council of the City of Goodyear find the approval of the Development Agreement for Microsoft by and between Microsoft Corporation, a Washington corporation and the City of Goodyear, an Arizona municipal corporation to be in the best interests of the City of Goodyear, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference (the “Development Agreement for Microsoft”), and hereby approve the Development Agreement for Microsoft; and

SECTION 2. The City Manager or her designee is hereby authorized and directed to execute the Development Agreement for Microsoft; and

SECTION 3. The City Manager or her/his designee is hereby authorized and directed to take any and all actions and to execute all documents necessary to carry out the intent of this Resolution, the terms of the Development Agreement for Microsoft; and

SECTION 4. This Resolution shall become effective as provided by law.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, this _____ day of _____, 20_____.

Date: _____

APPROVED AS TO FORM:

Roric Massey, City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

Given under my hand and sealed this _____ day of _____, 20____.

City Clerk

EXHIBIT "A"
MICROSOFT LEGAL DESCRIPTION

A PORTION OF LAND LOCATED WITHIN THE FINAL PLAT OF "AIRPORT COMMERCENTER SUBDIVISION NO. 4", ACCORDING TO BOOK 286 OF MAPS, PAGE 20, RECORDS OF MARICOPA COUNTY, ARIZONA, TOGETHER WITH ALL THAT PORTION OF LAND LOCATED WITHIN THE FINAL PLAT OF "AIRPORT COMMERCENTER SUBDIVISION NO. 2", ACCORDING TO BOOK 259 OF MAPS, PAGE 44, RECORDS OF MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF BROADWAY ROAD ALSO BEING THE SOUTHEAST CORNER OF SAID SUBDIVISION "AIRPORT COMMERCENTER SUBDIVISION NO. 4";

THENCE NORTH 89°53'31" WEST, 1350.40 FEET ALONG SAID RIGHT-OF-WAY LINE;

THENCE NORTH 89°52'29" WEST, 1350.12 FEET CONTINUING ALONG SAID RIGHT-OF-WAY LINE;

THENCE NORTH 00°01'11" WEST, 1270.64 FEET DEPARTING FROM SAID RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF SAID SUBDIVISION "AIRPORT COMMERCENTER SUBDIVISION NO. 2";

THENCE CONTINUING NORTH 00°01'11" WEST, 1309.25 FEET ALONG THE WEST LINE OF AFOREMENTIONED SUBDIVISION;

THENCE SOUTH 89°35'43" EAST, 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF LA COMETA;

THENCE ALONG SAID RIGHT-OF-WAY LINE FOR FOLLOWING SEVEN (7) CALLS;

THENCE NORTH 00°06'22" WEST, 242.70 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 710.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°03'44", AN ARC LENGTH OF 322.96 FEET;

THENCE NORTH 25°57'22" EAST, 100.62 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 550.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°19'41", AN ARC LENGTH OF 444.72 FEET;

THENCE NORTH 55°57'22" EAST, 10.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE CENTER RADIUS BEARS SOUTH 69°22'44" WEST, 560.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°25'22", AN ARC LENGTH OF 131.19 FEET;

THENCE NORTH 34°02'38" WEST, 80.00 FEET TO THE NORTHWEST CORNER OF AFOREMENTIONED SUBDIVISION LOCATED ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF MC 85;

THENCE NORTH 55°57'22" EAST, 2389.65 FEET ALONG SAID SOUTHEASTERLY LINE TO THE MOST NORTHERLY LINE OF AFOREMENTIONED SUBDIVISION;

THENCE SOUTH $89^{\circ}10'28''$ EAST, 279.29 FEET ALONG SAID NORTHERLY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF LOWER BUCKEYE ROAD ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY WHOSE CENTER RADIUS BEARS NORTH $25^{\circ}26'44''$ EAST, 440.00 FEET;

THENCE ALONG SAID RIGHT-OF-WAY LINE FOR FOLLOWING THREE (3) CALLS;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $24^{\circ}37'12''$, AN ARC LENGTH OF 189.07 FEET;

THENCE SOUTH $89^{\circ}10'28''$ EAST, 70.55 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $88^{\circ}18'17''$, AN ARC LENGTH OF 18.49 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 141ST AVENUE;

THENCE ALONG SAID RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) CALLS;

THENCE SOUTH $00^{\circ}52'11''$ EAST, 1287.14 FEET TO THE BEGINNING OF A TANGENT TO THE RIGHT HAVING A RADIUS OF 30.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $48^{\circ}11'23''$, AN ARC LENGTH OF 25.23 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $138^{\circ}11'23''$, AN ARC LENGTH OF 144.71 FEET TO THE EAST LINE OF AFOREMENTIONED SUBDIVISION.

THENCE SOUTH $00^{\circ}52'11''$ EAST, 1149.19 FEET ALONG SAID EAST LINE;

THENCE SOUTH $00^{\circ}51'06''$ EAST, 1143.51 FEET CONTINUING ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF AFOREMENTIONED SUBDIVISION ALSO BEING THE NORTHEAST CORNER OF SAID SUBDIVISION "AIRPORT COMMERCENTER SUBDIVISION NO. 4";

THENCE CONTINUING SOUTH $00^{\circ}51'06''$ EAST, 1423.35 FEET ALONG THE EAST LINE OF AFOREMENTIONED SUBDIVISION TO THE **POINT OF BEGINNING**.

EXCEPT "TRACT A" OF SAID SUBDIVISION "AIRPORT COMMERCENTER SUBDIVISION NO. 2".

DESCRIBED AREA ABOVE CONTAINS 12,162,426 SQUARE FEET OR 279.21 ACRES MORE OR LESS.

EXHIBIT “B”
MICROSOFT DEVELOPMENT AGREEMENT

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