

WHEN RECORDED, RETURN TO:
City of Goodyear, Arizona
Office of the City Clerk
190 North Litchfield Rd.
Goodyear, Arizona 85338

DEVELOPMENT AGREEMENT FOR PROJECT 10-11

This Development Agreement for PHX 10-11 is entered into by and between Microsoft Corporation, a Washington corporation (“Microsoft”) and the City of Goodyear, an Arizona municipal corporation (the “City”).

RECITALS

A. 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, which it intends to development under the name PHX 10-11.

B. WHEREAS, under the City of Goodyear’s normal processes, building permits would not be issued until the Property has been subdivided, either by final plat or minor land division, as needed to accommodate the development plans, site plan(s) have been approved and civil engineering plans and building plans have been approved.

C. WHEREAS, the Property has not been re-platted, which is needed to accommodate the Microsoft’s planned development, and no site plans have been approved.

D. WHEREAS, the City has indicated that the re-plat of the Property cannot be finalized until the utility infrastructure study being prepared by Carollo Engineers has been completed, the Necessary Utility Infrastructure Improvements identified.

E. WHEREAS, Microsoft and the City intend to enter into a development agreement to be approved by the Mayor and Council of the City addressing Microsoft Corporation’s responsibility for the Necessary Utility Infrastructure Improvements.

F. WHEREAS, Microsoft has an accelerated construction schedule for the development of the Property and wishes to commence construction of its first two buildings on the Property before a site plan has been approved, before the Carollo Study has been completed, before

the City has determined the Necessary Utility Infrastructure Improvements and before Microsoft and the City of Goodyear have entered into the Improvements Development Agreement.

G. WHEREAS, Microsoft is fully aware that the undertaking any development on the Property before the Carollo Study has been completed and before the City has determined the Necessary Utility Infrastructure Improvements might result in Microsoft having to modify and/or reconstruct work that was constructed, including but not limited to possible modifications and reconstruction of On-Site and Off-Site water, wastewater and industrial discharge infrastructure that was constructed.

H. WHEREAS, the City is willing to allow Microsoft to move forward with the construction of its first two buildings on the Property before the completion of the Carollo Study in exchange for Microsoft's acknowledgement and agreement to design and construct, or cause to be designed and constructed, all Necessary Utility Infrastructure Improvements and the waiver of Claims by Microsoft and its Successors and Assigns against the City related to any modifications or changes to any completed work that may be needed to accommodate the Necessary Utility Infrastructure Improvements on the terms and conditions set forth in this Agreement.

I. WHEREAS, the City does not have the resources to accommodate Microsoft's accelerated construction schedule for the development of the first two buildings on the Property and is desirous of pursuing development through a self-certification type process.

J. WHEREAS Microsoft is fully aware that work completed pursuant to a self-certification process might require modifications or changes if it is determined that the work is not consistent with applicable building codes, or any other applicable federal, state, and/or local law, regulation code or ordinance.

K. WHEREAS, Microsoft is extremely sophisticated in terms of the construction of its facilities and has the financial resources available to it to handle such additional costs should they occur and is thus willing to undertake the foregoing risks and waive claims against the City and indemnify the City for any and all Claims related to the self-certification process on the terms and conditions set forth in this Agreement.

L. WHEREAS, the City has indicated the expedited development of the Property to be in the best interests of the City because of the economic impact it will have on the community and the terms and conditions set forth below mitigate the City's risk for allowing Microsoft to develop pursuant to a self-certification type process as outlined in this Agreement.

M. WHEREAS, because the expedited development of the Property is in the best interests of the City and because the terms and conditions set forth below mitigate the risks to the City of allowing Microsoft to develop the Property pursuant to a type of self-certification process as outlined in this Agreement, allowing Microsoft to develop the Property pursuant to the self-certification process as outlined in the Agreement is in the best interests of the City.

N. WHEREAS, the City acknowledges the development of the Property is consistent with the City's general plan and any applicable plans.

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

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The Parties hereby adopt and incorporate, as if fully set forth herein, the Recitals stated above.

2. DEFINITIONS: Capitalized terms not defined in the foregoing Recitals are defined as follows:

2.1. "Agreement" means this Development Agreement for PHX 10-11 by and between Microsoft Corporation, a Washington corporation and the City of Goodyear, an Arizona municipal corporation, as it may be amended, restated and/or supplemented in writing from time to time, and all exhibits and schedules attached thereto.

2.2. "Building Official" means the City of Goodyear Building Official or his or her designee.

2.3. "City Engineer" means the City of Goodyear Director of Engineering or his or her designee.

2.4. "Claims" means any and all demands, claims, suits, awards, settlements, judgments, bodily injuries, personal injuries (including death), property damage, liabilities, losses, court costs, attorneys' fees, and/or any other damages.

2.5. "Carollo Study" means the work prepared pursuant to a contract between the City of Goodyear and Carollo Engineers, Inc. entered for a project titled Industrial Customer Water and Wastewater Capacity Evaluation that will be used to assist in the determination by the City of Necessary Utility Infrastructure Improvements.

2.6. "City" means the City of Goodyear, an Arizona municipal corporation.

2.7. "Development Application" means an application for the approval of any development related activities within all or part of the Property, including applications for zoning, use permits, preliminary plats, final plats, site plans, construction plans, and construction, including building, permits.

2.8. “Development Regulations” means all applicable laws, codes, ordinances, rules, regulations, standards, guidelines, conditions of approval, and the like governing the development of property within the City as they may be amended from time to time. This includes, by way of example but not limitation: the Building Codes and Regulations (currently Chapter 9 of the Goodyear City Code), the Subdivision Regulations adopted by the City of Goodyear (currently Chapter 15 of the Goodyear City Code), the City’s Zoning Ordinance, the City of Goodyear’s Design Guidelines Standards, the City of Goodyear Engineering Design Standards and Policies Manual as they all may be adopted and amended from time to time; ordinances rezoning the Property, including stipulations and conditions of approval thereto; and stipulations; and conditions of approvals of approved site plans, preliminary plats, and final plats for the Property.

2.9. “Full Build-Out” means the development of no more than five (5) buildings each of which will require no more than 1 MGD (million gallons per day) of water with a maximum amount of 5 MGD of water to be delivered to serve the Property.

2.10. “Improvements Development Agreement(s)” means the development agreement(s) to be entered into between Microsoft and the City and approved by the Mayor and Council of the City addressing Microsoft’s responsibility for the Necessary Utility Infrastructure Improvements.

2.11. “Necessary Utility Infrastructure Improvements” means the On-Site and Off-site water, wastewater, and industrial discharge infrastructure improvements as reasonably determined by the City based on the results of the Carollo Study as being needed to support the development of the Property and to allow the City to provide City water and wastewater services to the Property at Full Build-Out.

2.12. “Off-Site” means outside the boundaries of the Property.

2.13. “On-Site” means within the boundaries of the Property.

2.14. “Parties” means Microsoft and City collectively.

2.15. “Party” means Microsoft or City individually.

2.16. “Premises Claims” means demands, claims, suits, awards, settlements, judgments, including court costs and reasonable attorneys’ fees, resulting from bodily injuries, and/or property damage, caused by the negligence of the City of Goodyear, its elected official, directors, managers, employees, Building Official, representatives, and agents (“City Representatives”) to persons or property on the Property at the time such City Representative is on the Property. Premises Claims extend to claims for bodily injuries and/or property damage that occur to persons and/or property when a City Representative is on the Property such as claims for bodily injury and property damage caused by a City Representative who negligently hits a contractor on the Property causing bodily injury to the contractor and property damage to the contractor’s equipment.

2.17. “Professional Registrant” means persons registered or certified by the Arizona State Board of Technical Registration to provide the professional services being provided and that are certified to seal plans.

2.18. “Property” means 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 as legally described in Exhibit 1 attached hereto and incorporated herein by this reference.

2.19. “Qualified Professional Registrant” means either: (i) a Professional Registrant who has been licensed for at least three (3) years and who prepared, stamped and sealed the plans and who is approved as a self-certified professional for the type of plans being self-certified by either the City of Phoenix or by another jurisdiction that has a self-certification program and, if not approved by the City of Phoenix, who agrees to become certified by the City of Phoenix within six (6) months of the date of any Professional of Record Statement submitted by the Professional Registrant or (ii) A Professional Registrant who has been licensed for at least (3) years and who reviewed plans that were prepared, stamped and sealed by another Professional Registrant and who has been approved by the City of Phoenix as a self-certified professional for the type of plans being self-certified.

2.20. “Self-Certification Building Permit(s)” means a permit required by any City ordinance and code for the construction of any building or structure within the City of Goodyear that is issued pursuant to the Self-Certification – Building Process.

2.21. “Self-Certification – Building Process” means the process described in Section 10 and all subsections therein of this Agreement.

2.22. Self-Certification – Civil Engineering Process” means the process described in Section 11 and all subsections therein of this Agreement.

2.23. “Self-Certification Engineering Permit” means a permit required by the City of Goodyear Engineering Design Standards and Policies Manual for work within the City of Goodyear that is issued pursuant to the Self-Certification – Civil Engineering Process.

2.24. “Self-Certification Permit” means a Self-Certification Engineering Permit and/or a Self-Certification Building Permit.

2.25. “Self-Certified Plans” means the construction plans submitted with an application for a Self-Certification Permit and construction plans submitted after a Self-Certification Permit has been issued that are needed to reflect changes needed to conform to applicable provisions of the City’s building codes, ordinances, Engineering Design Standards and Policies Manual or other local, state and federal laws and regulations or to reflect field changes which comply with the following: each plan sheet submitted shall be prepared by a Professional Registrant, shall be stamped and sealed by the Professional Registrant who prepared the plan sheet and shall contain the following statement signed and sealed by a Qualified Professional Registrant:

SELF-CERTIFIED BY: _____
Name of Self-Certifying Qualified Professional Registrant Date

2.26. “Successors and Assigns” means any person or entity that succeeds to or is assigned any interest in all or part of the Property.

3. EFFECTIVE DATE. The execution of this Agreement by the Parties and approval of this Agreement by Resolution of the Goodyear City Council are conditions precedent to this Agreement becoming effective. This Agreement shall take effect upon the later of dates each of the following conditions precedent have occurred. (i) the full execution of this Agreement by the Parties and (ii) the date the Resolution approving this Agreement becomes effective.

4. EXPIRATION DATE. This Agreement shall expire after the obligations of the Parties have been fully satisfied. Notwithstanding the foregoing, this Agreement may be terminated earlier upon the mutual agreement, in writing, executed by the Parties. Upon the expiration or termination of the Agreement, and the written request of Microsoft, the City shall record a Notice of Satisfaction in a form prepared by the City that will provide record notice that all obligations (or less than all obligations, as applicable) except those that survive the expiration of the Agreement have been satisfied.

GENERAL DEVELOPMENT OBLIGATIONS

5. GENERAL OBLIGATIONS. The following general obligations apply to the development of the Property:

5.1. MICROSOFT’S OBLIGATION. Except as otherwise expressly provided in this Agreement or any other written agreement between the City and Microsoft approved by the Mayor and Council of the City of Goodyear and as a condition of development, Microsoft shall, at its sole cost purchase all capital equipment, and design, install, and construct all public infrastructure, within the boundaries of the Property and outside the boundaries of the Property determined by the City as needed to support the development of the Property and to allow the City to provide City services to the Property at Full Build-Out.

5.2. DEVELOPMENT REGULATIONS. Except as otherwise expressly provided in this Agreement or in any other written agreement between the City and Microsoft and subject to the terms and conditions of this Agreement, the Parties agree that the development of the Property shall be governed by the Development Regulations in effect when the specific Development Application is approved. For example, future applications for rezoning, future site plans, future plats, construction permits, and/or building permits shall be subject to the Development Regulations in effect when the Development Application is approved.

5.3. REQUIREMENTS NOT ADDRESSED. The Parties acknowledge and agree that this Agreement addresses only certain issues with respect to the development of the Property and provides only those rights expressly set forth in this Agreement. Except as expressly provided otherwise in this Agreement, this Agreement does not relieve Microsoft from constructing additional public or private infrastructure that may be required by Federal, State,

County or City laws, ordinances, codes, rules, regulations, standards, guidelines, conditions of approval and the like, including by way of example but not limitation, infrastructure needed for drainage, internal roads, and emergency access roads. Except as expressly provided otherwise in this Agreement, this Agreement does not relieve Microsoft from complying with the City's requirements concerning the development process, including by way of example but not limitation, complying with procedures and processes governing submission requirements for zoning, preliminary subdivision plats, final subdivision plats and/or site plans, and paying all applicable costs, permit fees, development fees, application fees, and taxes.

5.4. FUTURE CONDITIONS AND APPROVALS. The Parties acknowledge and agree that this Agreement addresses only limited issues relative to the development of the Property and that the Agreement does not limit or preclude the City from imposing additional restrictions, requirements, contributions, conditions or the like for the development of the Property that may be allowed by law, unless expressly addressed herein. The Parties agree that nothing in this Agreement shall be deemed to require the City to grant any future administrative or legislative approvals related to the development of the Property that would be in addition to those approvals the City has already provided to the Property as of the Effective Date of this Agreement provided, however, such approvals have not already expired or been terminated, do not expire or terminate pursuant to the terms of this Agreement, or are not revoked or terminated because of a breach of this Agreement. Regardless of whether the action or payment is provided for in this Agreement, the Parties acknowledge and agree that the City is not required to undertake any action or make any payments if any federal, state, or local law requires formal action and approval by the City Council before undertaking such action or payment until the City Council has taken the required formal action and has approved the action or payment. The Parties agree that nothing in this Agreement shall affect the City's legislative authority to approve or deny zoning or other development related applications, including applications for preliminary and/or final plats and/or site plans, or the City's legislative authority to impose conditions on the development of the Property. Finally, the Parties agree that except as otherwise expressly provided herein, nothing in this Agreement shall restrict the Microsoft's rights to object to and pursue all legal remedies to obtain relief from any future conditions, stipulations, policies, procedures, resolutions or ordinances imposed by the City that Microsoft deems are illegal and/or beyond the scope of the City's statutory authority as applied to the Property.

WATER AND WASTEWATER

6. WATER AND WASTEWATER INFRASTRUCTURE OBLIGATIONS. Microsoft hereby expressly acknowledges and agrees that Microsoft, at Microsoft's sole cost, shall purchase, design, construct, and install, or cause the purchase, design, construction and installation, of all Necessary Utility Infrastructure Improvements.

7. AT-RISK CONSTRUCTION. Microsoft expressly acknowledges that the Carollo Study has not been completed and the Necessary Utility Infrastructure Improvements have not been identified; nonetheless, Microsoft desires to commence construction of the first two buildings to be developed on the Property before knowing what Necessary Utility Infrastructure Improvements Microsoft will be required to purchase, design, construct and install. The two buildings are to be constructed on Arizona Parcel Number 500-07-131 and Arizona Parcel Number

500-07-132, which are to be consolidated into one parcel by a minor land division. The City is willing to allow the construction of two buildings on these two, soon to be consolidated, parcels, before the Property is re-subdivided and before subject to the following terms:

7.1. RESPONSIBILITY FOR WATER AND WASTEWATER INFRASTRUCTURE IMPROVEMENTS. Microsoft agrees that it will, at its sole cost, purchase, design, construct and install all Necessary Utility Infrastructure Improvements. However, the City and Microsoft agree to enter into Improvements Development Agreements that will identify the Necessary Utility Infrastructure Improvements Microsoft is to purchase, design, construct and install or cause to be purchased, designed, constructed and installed and that addresses the timing for the completion of the construction and installation of such Necessary Utility Infrastructure Improvements.

7.2. MODIFICATIONS FOR AT-RISK CONSTRUCTION. Microsoft agrees that it will, at its sole cost and expense, make any modifications needed to any work completed pursuant to permits issued for the first two buildings referred to in Section 7, as necessary to accommodate the Necessary Utility Infrastructure Improvements. This includes, by way of example, but not limitation, any On-Site pre-treatment facilities that may be needed to treat industrial water if it is to be discharged into the City's wastewater reclamation facility.

7.3. CERTIFICATES OF OCCUPANCY REQUIREMENTS. No certificates of occupancy shall be issued for the first two buildings referred to in Section 7 unless the City Engineer or his/her designee determines that all of the On-Site and Off-Site water, wastewater and industrial discharge infrastructure needed to serve the building for which the certificate of occupancy is being sought has been constructed. Upon the City Engineer's affirmative determination of the foregoing and upon satisfaction of all other requirements for necessary for the issuance of a Certificate of Occupancy, the City shall promptly issue to Microsoft the applicable certificate of occupancy.

7.4. WAIVER OF CLAIMS. Microsoft Corporation, a Washington Corporation and all Successors and Assigns waive any Claims it may have against the City, its elected official, directors, managers, employees, Building Official, representatives, and agents for related to or arising from any modifications or changes to any of the work completed that the City requires be made to accommodate the off-site water, wastewater and industrial discharge infrastructure improvements that the City determines is needed to provide service to the support the development of the Property and to allow the City to provide City water and wastewater services to the Property at Full Build-Out. The waiver provision provided herein does not extend to: (i) Claims arising from the intentional wrongdoing of the City of Goodyear, its elected official, directors, managers, employees, Building Official, representatives, and agents; or (ii) to Premises Claims. This waiver shall survive the expiration or earlier termination of this Agreement.

8. LIMITATIONS ON FUTURE CONSTRUCTION PERMITS. Except as provided in Section 7 above, no construction permits shall be issued for work within the Property permitted until all of the following have occurred: (i) the Carollo Study has been completed, (ii) the City has identified the Necessary Utility Infrastructure Improvements and (iii) the City and Microsoft have entered into an amendment of this Agreement or a new agreement that, at a

minimum, identifies the Necessary Utility Infrastructure Improvements Microsoft is to purchase, design, construct and install or cause to be purchased, designed, constructed and installed and that addresses the timing for the completion of the construction and installation of such Necessary Utility Infrastructure Improvements, and (iv) a final plat subdividing the Property into developable lots that can accommodate Microsoft's planned development has been approved and recorded.

SELF-CERTIFICATION

9. SELF-CERTIFICATION. City shall allow Microsoft to obtain necessary engineering and building permits through a self-certification process as set forth below for the construction of the first two buildings that are to be constructed on Arizona Parcel Number 500-07-131 and Arizona Parcel Number 500-07-132, which are to be consolidated into one parcel by a minor land division. If the self-certification process works to the satisfaction of the City, the City may allow Microsoft to pursue a self-certification process for additional development on the Property. The right to pursue a self-certification process is personal to Microsoft and shall not be available to any other person or entity (i.e. this right does not extend to any Successor or Assign).

10. SELF-CERTIFICATION -- BUILDING PROCESS. Microsoft agrees it will comply and will have its Professional Registrants comply with the following processes and requirements for the Self-Certification Building Permits.

10.1. APPLICATION REQUIREMENTS. An application for a Self-Certification Building Permit in the form provided by the Building Official shall be submitted to the Building Official, along with all of the following:

10.1.1. An Owner Certification Statement in the form attached hereto as Exhibit 2.

10.1.2. Two (2) sets of construction plans that contain all of the information normally required for plans reviewed by the City for the type of building permit being sought. Each plan sheet submitted shall be prepared by a Professional Registrant, shall be stamped and sealed by the Professional Registrant who prepared the plan sheet and shall contain the following statement signed and sealed by a Qualified Professional Registrant:

SELF-CERTIFIED BY: _____
Name of Self-Certifying Qualified Professional Registrant Date

10.1.3. Professional of Record Statement(s) in the form attached hereto as Exhibit 3 prepared and executed by a Qualified Professional Registrant(s).

10.1.4. For any Self-Certification Building Permit that will permit structural work, a Structural Peer Review Certificate in the form attached hereto as Exhibit 4 and prepared and executed by a Qualified Professional Registrant.

10.1.5. For any Self-Certification Building Permit that will permit the installation or modifications of an electrical system that exceeds 400 amperes or the available fault

current exceeds 22,000 amperes, an Electrical Peer Review Certificate in the form attached hereto as Exhibit 5 and prepared and executed by a Qualified Professional Registrant.

10.1.6. Any other documents that are normal and customary for the issuance of any building permit in the City of Goodyear as requested by the Building Official.

10.1.7. No fees shall be charged for the issuance of a Self-Certification Building Permit.

10.2. DEVELOPMENT IMPACT FEES. Microsoft shall remit all applicable development impact fees at the time a Self-Certification Building Permit is issued.

10.3. SELF-CERTIFICATION BUILDING PERMITS. The Building Official shall issue all Self-Certification Building Permits to Microsoft Corporation, a Washington Corporation or to any third party Microsoft deems appropriate as approved by the Building Official.

10.4. COMPLIANCE WITH SELF-CERTIFIED PLANS. Microsoft agrees that Self-Certified Plans will be used for the construction of the work permitted pursuant to a Self-Certification Building Permit.

10.4.1. Plan Revisions. If the Building Official discovers that the Self-Certified plans do not conform to applicable provisions of the City's building codes, ordinances, Engineering Design Standards and Policies Manual or other local, state and federal laws and regulations, the City inspector shall notify the person that executed the Owner Certification Statement on behalf of Microsoft and the Qualified Professional Registrant that prepared and executed the applicable Professional Record Statement. Microsoft shall ensure that the Self-Certified Plans are revised as needed to conform to applicable provisions of the City's building codes, ordinances, Engineering Design Standards and Policies Manual or other local, state and federal laws and regulations. The revised plan sheets shall comply with the requirements for plan sheets submitted with the application for a Self-Certification Building Permit and the Qualified Registered Professional that certified the plans submitted with the application shall provide an updated Professional of Record Statement. If the revised plan sheets involve structural changes or electrical changes to plans that were certified by a peer reviewer, the peer reviewer shall provide an updated Structural Peer Review Certificate or Electrical Peer Review Certificate, as applicable. Two-copies of the revised Self-Certified Plans shall be provided to the Building Official.

10.4.2. Field Changes. If there is a proposed field change, the City inspector shall determine whether plan revisions will be required. If the City inspector determines plan revisions are required to accommodate the field change, the revised plan sheets shall comply with the requirements for plan sheets submitted with the application for a Self-Certification Building Permit and the Qualified Registered Professional that certified the plans submitted with the application shall provide an updated Professional of Record Statement. If the revised plan sheets involve structural changes or electrical changes to plans that were certified by a peer reviewer, the peer reviewer shall provide an updated Structural Peer Review Certificate or

Electrical Peer Review Certificate, as applicable. Two-copies of the revised Self-Certified Plans shall be provided to the Building Official.

10.5. BUILDING INSPECTIONS. Except as otherwise provided herein, the City of Goodyear shall conduct inspections of the work undertaken pursuant to a Self-Certification Building Permit as is normal and customary in the City, except that such inspections shall be to the Self-Certified Plans.

10.5.1. Special Inspections. Microsoft shall be responsible for providing all special inspections that are required under the applicable development regulations, including securing the services of the professionals to perform such inspections. In addition, Microsoft shall be responsible for providing all special inspections that are above and beyond what is normal and customary, including securing the services of the professionals to perform such inspections, if the Building Official determines such special inspection is necessary to report upon unusual technical issues that arise.

10.5.2. Inspection Costs. During the course of construction, the City shall provide a City building inspector and City fire inspector on site full-time (8 hours a day) Monday through Friday. The City shall invoice Microsoft on a monthly basis and Microsoft agrees to pay the City, within 30 days of the date of the invoice, the hourly rate the City pays under the existing contract for out-side inspectors for each hour the City Building Inspector and the City Fire Inspectors are on site (i.e. Building Inspector 8 hours a day x # days being billed x contract rate = reimbursement amount and Fire Inspector 8 hours a day x # days being billed x contract rate = reimbursement amount).

11. SELF-CERTIFICATION – CIVIL ENGINEERING PROCESS. Microsoft agrees it will comply and will have its Professional Registrants comply with the following processes and requirements for Self-Certification Engineering Permits.

11.1. APPLICATION REQUIREMENTS. An application for a Self-Certification Engineering Permit in the form provided by the City Engineer shall be submitted to the City of Goodyear, along with all of the following:

11.1.1. An Owner Certification Statement in the form attached hereto as Exhibit 5.

11.1.2. Two (2) sets of construction plans that contain all of the information normally required for plans reviewed by the City for the type of engineering permit being sought. Each plan set shall include all applicable General Notes as set forth in the City of Goodyear Engineering Design Standards and Policies Manual modified as necessary to reflect that the City is not reviewing the plans or involved in the testing or inspection process. Each plan sheet submitted sheet shall be prepared by a Professional Registrant, shall be stamped and sealed by the Professional Registrant who prepared the plan sheet and shall contain the following statement signed and sealed by a Qualified Professional Registrant:

SELF-CERTIFIED BY: _____
Name of Self-Certifying Qualified Professional Registrant Date

11.1.3. Professional of Record Statement(s) in the form attached hereto as Exhibit 3 prepared and executed by a Qualified Professional Registrant(s).

11.1.4. Any other documents that are normal and customary for the issuance of any engineering permit in the City of Goodyear as requested by the City Engineer.

11.2. PERMIT FEES. No permit fees shall be charged for Self-Certification Engineering Permits.

11.3. SELF-CERTIFICATION ENGINEERING PERMITS. The City Engineer shall issue all Self-Certification Engineering Permits to Microsoft Corporation, a Washington Corporation or to any third party Microsoft deems appropriate as approved by the City Engineer.

11.4. INSPECTIONS. The City of Goodyear shall not be conducting any inspections of the work performed under any Self-Certification Engineering Permit issued to Microsoft. Microsoft shall ensure that all work performed under any Self-Certification Engineering Permit issued to Microsoft is in conformity with the Self-Certified Plans and all applicable provisions of the City's building codes, ordinances, and Engineering Design Standards and Policies Manual and all other local, state and federal laws and regulations. Microsoft, at its sole cost, shall retain all third-party inspectors and third-party testing consultants needed to conduct the testing and inspections necessary to ensure that the work is in conformity with the Self-Certified Plans and all applicable provisions of the City's building codes, ordinances, and Engineering Design Standards and Policies Manual and all other local, state and federal laws and regulations. All required test results, reports, certifications and inspection reports shall be provided to the City prior to the City's final acceptance of the permitted work and the issuance of a Certificate of Occupancy, including but not limited to all applicable tests, certifications, inspection reports set forth in the Engineering Inspection Items, a copy of which is attached hereto as Exhibit 6 as applicable. The final acceptance shall reflect that a self-certification process was followed.

11.4.1. A separate Inspection and Testing Agreement shall be provided for each third-party inspector retained to inspect any part of the work performed pursuant to a Self-Certified Permit. The Inspection and Testing Agreement, as approved by the City Engineer and which shall be in the general form attached hereto as Exhibit 7, shall be executed by Microsoft, the engineer of record, the general contractor performing the permitted work, and the third party inspector providing the inspections.

11.5. COMPLIANCE WITH SELF-CERTIFIED PLANS. Microsoft agrees that Self-Certified Plans will be used for the construction of the work permitted pursuant to a Self-Certification Engineering Permit.

11.5.1. Plan Revisions. If it is discovered that the Self-Certified Plans do not conform to applicable provisions of the City's building codes, ordinances, Engineering Design Standards and Policies Manual or other local, state and federal laws and regulations, Microsoft shall ensure that the Self-Certified Plans are revised as needed to conform to applicable provisions

of the City's building codes, ordinances, Engineering Design Standards and Policies Manual or other local, state and federal laws and regulations. The revised plan sheets shall comply with the requirements for plan sheets submitted with the application for a Self-Certification Engineering Permit and the Qualified Registered Professional that certified the plans submitted with the application shall provide an updated Professional of Record Statement. Two-copies of the revised Self-Certified Plans shall be provided to the City Engineer.

11.5.2. Field Changes. Except for minor field changes that would not under the normal and customary practice require a plan revision, Self-Certified Plans shall be revised for all proposed field changes. The revised plan sheets shall comply with the requirements for plan sheets submitted with the application for a Self-Certification Engineering Permit and the Qualified Registered Professional that certified the plans submitted with the application shall provide an updated Professional of Record Statement. Two-copies of the revised Self-Certified Plans shall be provided to the City Engineer.

12. PERMITS AND INSPECTIONS FOR WORK FOR OTHER ENTITIES. Self-Certification Permits issued pursuant to the process set forth in this Agreement will not include work required for any other third-party agency such as Roosevelt Irrigation District, APS, Maricopa County Environmental Services District, and WAPA (Western Area Power Administration). Microsoft shall be responsible for obtaining permits and/or approvals of plans for such work directly from such third-party agencies. In addition, Microsoft shall be responsible for coordinating directly with such agencies for inspections and approvals of third-party agency permitted work.

13. ACKNOWLEDGEMENTS. The self-certification process set forth herein allow Qualified Registered Professionals to self-certify plans and documents for the construction process that they prepared or that were prepared by another Professional Registrant. Accordingly, Microsoft understands and acknowledges that City staff will not review the plans submitted for Self-Certification Permits and that the date stamps affixed to the plans are for control purposes only and do not signify any review was performed.

14. REMEDIAL MEASURES AND WAIVER. Microsoft understands and agrees that if any work undertaken pursuant to a Self-Certification Permit is contrary to, or does not comply with any requirement of applicable provisions of the City's building codes, ordinances, and Engineering Design Standards and Policies Manual or any other applicable local, state and federal laws and/or regulation, Microsoft shall, at its sole expense, take all remedial measures required by the Building Official and/or the City Engineer to bring the completed construction into conformity with all applicable provisions of the City's building codes, ordinances, and Engineering Design Standards and Policies Manual and all other local, state and federal laws and regulations. Microsoft Corporation, a Washington Corporation and all Successors and Assigns hereby waives any Claims it may have against the City, its elected official, directors, managers, employees, Building Official, representatives, and agents related to any remedial measures Microsoft is required by the Building Official and/or the City Engineer to undertake to bring the completed construction into conformity with all applicable provisions of the City's building codes, ordinances, and Engineering Design Standards and Policies Manual and all other local, state and federal laws and regulations. The waiver provision provided herein does not extend to: (i) Claims

arising from the intentional wrongdoing of the City of Goodyear, its elected official, directors, managers, employees, Building Official, representatives, and agents; or (ii) to Premises Claims. This waiver provision shall survive the expiration or earlier termination of this Agreement.

15. INDEMNIFICATION. In consideration of the City's agreement to allow Microsoft to obtain engineering and building permits through a self-certification process, and except as otherwise provided herein, Microsoft Corporation, a Washington Corporation and all Successors and Assigns hereby agrees to protect, defend, indemnify and hold harmless the City of Goodyear, its elected officials, directors, managers, employees, Building Official, representatives, and agents against any and all Claims that may be asserted against the City of Goodyear arising out of or being in any way connected with the issuance of a Self-Certification Permit, including the design, construction, and/or code compliance review for work undertaken pursuant to a Self-Certification Permit, which includes by way of example, but not limitation, Claims by Microsoft Corporation, any entity providing work on behalf of Microsoft Corporation, or any other person or entity alleging any Claims against the City related to or arising from, or alleged to have arising from, any City approvals, reviews, and inspections or lack thereof for the permitted work. The indemnification provision provided herein does not extend to: (i) Claims arising from the intentional wrongdoing of the City of Goodyear, its elected official, directors, managers, employees, Building Official, representatives, and agents; or (ii) to Premises Claims. This indemnification provision shall survive the expiration or earlier termination of this Agreement.

16. COOPERATION. Microsoft acknowledges that the self-certification process described herein is a new process for the City that was developed over a very short period of time to accommodate Microsoft's expedited construction schedule and that the City may not have identified and captured in this Agreement all requirements for the implementation of a self-certification process. Accordingly, Microsoft agrees that it will comply, and will require its Registered Professionals to comply, with requests of the City for information or documents or for compliance with processes that would be required under the City of Phoenix self-certification program, which is currently available at: <https://www.phoenix.gov/pdd/self-certification-program/procedures-forms-and-links> .

GENERAL TERMS

17. ENTIRE AGREEMENT. This Agreement, constitutes the sole and entire agreement between the Parties with respect to the matters covered herein and supersede any prior or contemporaneous agreements, understandings or undertakings, written or oral, by or between Parties and/or by or between any of the Parties and any third parties regarding the matters covered herein.

18. AMENDMENTS. This Agreement shall only be modified, amended or restated by a writing executed by Microsoft and the City and approved by a Resolution of the Mayor and Council of the City of Goodyear. Amendments shall also be recorded in the Official Records of Maricopa County within ten (10) days after the Resolution of the Mayor and Council of the City of Goodyear is approved.

19. NOTICES AND FILINGS. Any and all notices, filings, approvals, consents or other communications required or permitted by this Agreement shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

The City: City of Goodyear Attn: City Manager 190 North Litchfield Road Goodyear, Arizona 85338	Microsoft: Microsoft Corporation One Microsoft Way Redmond, WA 98052 Attn: MSFT Engineering
copy to: City of Goodyear Attn: City Engineer 14455 West Van Buren Street, Suite D Goodyear, Arizona 85338	copy to: Microsoft Corporation One Microsoft Way Redmond, WA 98052 Attn: DCS Global Real Estate
copy to: City of Goodyear Attn: Development Services Director 14455 West Van Buren Street, Suite D Goodyear, Arizona 85338	copy to: Microsoft Corporation One Microsoft Way Redmond, WA 98052 Attn: Corporate, External, and Legal Affairs
copy to: City of Goodyear Attn: City Attorney 190 North Litchfield Road Goodyear, Arizona 85338	copy to: Rose Law Group pc Attn: Jordan Rose 7144 E. Stetson Dr., Ste. 300 Scottsdale, AZ 85283

or to any other addresses as any of the Parties hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communications shall be deemed to have been given as of the date of delivery if hand delivered, or as of twenty-four (24) hours following deposit in the U.S. Mail, postage prepaid and addressed as set forth above.

20. COVENANTS RUNNING WITH THE LAND. Except as otherwise provided in this Agreement, the rights and duties under this Agreement shall be for the benefit of, and a burden upon, the Property, and they shall be covenants running with the land.

21. SUCCESSORS AND ASSIGNS. Except as otherwise provided in this Agreement, the provisions of this Agreement, including all rights and obligations, are binding upon and shall inure to the benefit of the Parties and all Successors and Assigns.

22. NO AGENCY OR PARTNERSHIP. Neither City nor Microsoft is acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture, or other business relationship between the City and Microsoft.

23. CONFLICTS OF INTEREST. This Agreement is subject to the provisions of A.R.S. § 38-511, and may be terminated by the City in accordance with such provisions.

24. BUSINESS DAYS. 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 Saturday, Sunday or legal holiday, 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.

25. DEFAULTS AND REMEDIES. Any Party shall be in default under this Agreement (“Default”) if it fails to satisfy any due and owing term or condition as required under this Agreement within thirty (30) business days following written notice from the other Party (“Notice”); provided, however, that the Notice shall set forth the specific reasons for the determination that the Party has failed to satisfy any term of condition hereof. A Party shall not be in Default if the Party commences to cure any deficiencies within thirty (30) business days of receipt of Notice and cures such deficiencies within a reasonable time thereafter.

26. NO WAIVER. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Microsoft of the breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

27. MEDIATION. If a dispute arises out of or related to this Agreement, or breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request a presiding judge of the Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. If the dispute is not resolved within thirty (30) days of from the date a mediator is selected or appointed, the mediation will be deemed to have failed and the obligation hereunder satisfied provided, however, if the Parties and the agreed upon mediator cannot in good faith schedule a meeting to mediate the dispute within the time stated in the foregoing clause, the period of time state in the foregoing clause shall be extended by an additional thirty (30) days. The terms of this Section 27 shall survive the expiration or earlier termination of this Agreement.

28. WAIVER OF JURY TRIAL. **UNLESS EXPRESSLY PROHIBITED BY LAW, EACH OF THE CITY AND MICROSOFT KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS AGAINST THE OTHER PARTY, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE TRANSACTIONS IT CONTEMPLATES, AND AGREES THAT ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS IT CONTEMPLATES, AND/OR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT,**

TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL. The terms of this Section 28 waiving the right to a jury trial shall survive the expiration or earlier termination of this Agreement

29. LIMITATION ON CLAIMS. IN NO EVENT SHALL CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES, WHICH INCLUDES, BUT IS NOT LIMITED, CLAIMS FOR LOST PROFITS, BE AWARDED AS DAMAGES FOR A BREACH OF THIS AGREEMENT, AND THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES IN THE EVENT OF A BREACH OF THIS AGREEMENT. The terms of this Section 29 limiting the remedies available to the Parties in the event of a breach of the Agreement shall survive the expiration or earlier termination of this Agreement.

30. SECTION HEADINGS. The section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

31. FAIR INTERPRETATION. The terms and provisions of this Agreement represent the result of negotiations between the Parties, each of which has had the opportunity to consult with counsel of their own choosing and/or has been represented by counsel of their own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the Parties agree the terms and provisions of this Agreement shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law (common law or otherwise) that ambiguous or conflicting terms be resolved against the Party who prepared, or whose attorney prepared, the executed Agreement or any earlier draft of same. The terms of this Section 31 shall survive the expiration or earlier termination of this Agreement.

32. CHOICE OF LAW, VENUE, AND ATTORNEY'S FEES. In any dispute under this Agreement, the successful Party shall be entitled to collect from the other Party its reasonable attorneys' fees, and other costs as determined by a Court of competent jurisdiction. The Parties agree that any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by the laws of the State of Arizona. The Parties further agree that the venue for any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be Maricopa County and that any action filed shall be heard in a court of competent jurisdiction located in Maricopa County. The Parties expressly waive the right to object, for any reason, to the venue of Maricopa County. The terms of this Section 32 shall survive the expiration or earlier termination of this Agreement.

33. SURVIVAL CLAUSE: All provisions in this Agreement that logically ought to survive the expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement. This includes by way of example: all provisions imposing obligations that will not be triggered until the Agreement is terminated, all indemnification provisions; all limitation of remedies and damages provisions; all provisions waiving claims; and all provisions relieving any Party of liability for actions taken. The fact that certain provisions in

this Agreement expressly state that such provisions shall survive the expiration or earlier termination of this Agreement shall not be construed as limiting the application of the Survival Clause set forth in this Section 33 to other provisions in the Agreement.

34. REPRESENTATIONS AND WARRANTIES OF MICROSOFT. As of the date of the execution of this Agreement, Microsoft represents and warrants the following:

34.1. OWNERSHIP. Microsoft Corporation, a Washington corporation is the owner of the Property and has the full right and authority to submit its interest in the Property to the obligations hereunder. Microsoft holds title free and clear of all monetary liens other than liens for taxes not yet due and payable.

34.2. AUTHORIZATION. Microsoft is a Washington corporation qualified to do business in Arizona and in good standing; Microsoft (including the person signing for Microsoft) has the authority and the right to enter into this Agreement as authorized by Microsoft, and Microsoft is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

34.3. DUE DILIGENCE. Microsoft reviewed this Agreement and reached its own conclusions as to the binding and enforceable nature thereof and all of the provisions contained therein, and has not relied on any representations or warranties of City other than those expressly provided in this Agreement.

35. REPRESENTATIONS AND WARRANTIES OF CITY. As of the Effective Date of this Agreement, the City represents and warrants the following:

35.1. 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.

35.2. AUTHORIZATION. City agrees that the persons executing this Agreement on behalf of City have been duly authorized to do so.

36. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. Further this Agreement may be executed and delivered by electronic transmission. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement provided however, Microsoft shall deliver an original to the City for recordation in the Official Records of Maricopa County.

37. PAGE NUMBERING. The page numbering of this document is exclusive of the Exhibits attached hereto.

IN WITNESS WHEREOF, and agreeing to be bound by the terms of this Agreement the City and Microsoft have caused this Agreement to be executed by their duly appointed representatives.

MICROSOFT:

Microsoft Corporation,
a Washington corporation

By:_____

Its: Manager

State of Washington)
)ss
County of King)

The Development Agreement for PHX 10-11 between Microsoft Corporation, a Washington corporation and the City of Goodyear, an Arizona municipal corporation was acknowledged before me this _____ day of _____, 2019, by _____, the _____ 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, a Washington corporation.

Notary Public

CITY:

CITY OF GOODYEAR, an Arizona municipal corporation

By: _____

Julie Arendall

Its: City Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The Development Agreement for PHX 10-11 by and between Microsoft Corporation, a Washington corporation and the City of Goodyear, an Arizona municipal corporation was acknowledged before me this ____ day of _____, 2019, by Julie Arendall, the City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, for and on behalf thereof.

Notary Public

Attest:

Darcie McCracken, City Clerk

Approved as to Form:

Roric Massey, City Attorney

Exhibits on Following Pages

EXHIBIT "1"
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 "2"
Owners Certification Statement

Exhibit on the following page

OWNER CERTIFICATION STATEMENT



SELF-CERTIFICATION PERMIT

ENGINEERING & DEVELOPMENT SERVICES

PERMIT #: _____

For Office Use Only

Project Name: _____

Project Address: _____

I, being duly authorized to do so on behalf of Microsoft Corporation, have authorized all professionals named on the attached plans and application by the applicant to self-certify the attached plans. I agree to take the necessary measures to correct any misrepresentation or falsification of facts made knowingly or negligently by my agents, contractors, employees, or me. Microsoft agrees to take any remedial measures required by the Building Official and/or the Engineering Directors or their respective designees to bring the completed construction into conformity with all applicable provisions of the City's building codes, ordinances, and Engineering Design Standards and Policies and all other local, state and federal laws and regulations.

BY: Microsoft Corporation, a Washington corporation

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Staff Initials: _____

EXHIBIT "3"
Professional Record of Statement

Exhibit on the following page

PROFESSIONAL OF RECORD STATEMENT



SELF-CERTIFICATION PERMIT

ENGINEERING & DEVELOPMENT SERVICES

PERMIT #: _____

For Office Use Only

Professional of Record: _____ AZ License Number: _____

Project Name: _____ Project Address: _____

Initial one of the boxes below as applicable:

☐

I prepared, stamped and sealed the plans that I am self-certifying. I am registered or certified by the Arizona State Board of Technical Registration to provide the professional services I am self-certifying; I have been licensed for at least three (3) years; I have been approved as a self-certified professional for the type of plans being self-certified by either the City of Phoenix or by another jurisdiction that has a self-certification program; and if I have not been approved by the City of Phoenix as a self-certified professional, I will obtain such approval within six (6) months of the date of this Professional of Record Statement.

☐

I reviewed the plans that I am self-certifying, which were prepared, stamped and sealed by another Professional Registrant. I am registered or certified by the Arizona State Board of Technical Registration to provide the professional services I am self-certifying. I have been licensed for at least three (3) years, and have been approved by the City of Phoenix as a self-certified professional for the type of plans being self-certified.

I hereby certify the following:

- The assertions made on the permit application are true and correct.
- The attached application and each page of the plans that I have signed and sealed as self-certified were personally prepared or reviewed by me, and submitted herewith they are complete and in accordance with all applicable provisions of the City of Goodyear's building codes, ordinances, and Engineering Design Standards and Policies and other applicable local, state and federal laws and/or regulations.
- I have exercised a professional standard of care in the preparation, completion or review and submittal of these documents and I am aware that the Building Official and/or the Director of Engineering for the City of Goodyear will rely upon the truth and accuracy of this statement as the basis for issuance of the Self-Certified Permit being requested. If it is determined by the City of Goodyear that the submitted plans do not conform to such laws, I agree to immediately take all remedial measures within my control, to meet city, federal and state requirements.
- If I become aware of any false or inaccurate statements made in any documentation provided to the city of Goodyear, whether such misrepresentations are made by agents, my employee or by me. I will immediately take all necessary measures to correct such statements.

Signature: _____ Date: _____

Printed Name: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Staff Initials: _____

EXHIBIT "4"
Structural Peer Review Certificate

Exhibit on the following page

STRUCTURAL PEER REVIEW CERTIFICATE



SELF-CERTIFICATION BUILDING PERMIT

ENGINEERING & DEVELOPMENT SERVICES

PERMIT #: _____

For Office Use Only

This form must be completed and signed by a structural peer reviewer for any Self Certification project that involves structural work.

Project Name: _____

Project Location: _____

Lot #: _____ Tract #: _____ Bldg #: _____ Floor: _____ Suite/Space: _____

Scope of Work: _____

STRUCTURAL ENGINEER OF RECORD INFORMATION

Name: _____ Company Name: _____

Address: _____ City/State/Zip: _____

Phone: _____ AZ License #: _____

Email: _____

STRUCTURAL PEER REVIEWER INFORMATION

Name: _____ Company Name: _____

Address: _____ City/State/Zip: _____

Phone: _____ AZ License #: _____

Email: _____

I hereby certify the following information:

- I have reviewed the structural portion of the plans being submitted for the project listed above and agree, that as of this date, they are complete and in accordance with all applicable provisions of the City of Goodyear's building codes, ordinances, and other applicable local, state and federal laws and/or regulations.
- I am registered or certified by the Arizona State Board of Technical Registration to provide the professional services I am certifying; I have been licensed for at least three (3) years; I have been approved as a self-certified professional for the type of plans being certified by either the City of Phoenix or by another jurisdiction that has a self-certification program.
- I have exercised a professional standard of care in reviewing these plans and am aware that the Building Official for the City of Goodyear will rely upon the truth and accuracy of this statement as the basis for issuance of a Self-Certification Building Permit.

Structural Peer Reviewer Signature: _____ Date: _____

Staff Initials: _____

EXHIBIT "5"
Electrical Peer Review Certificate

Exhibit on the following page

ELECTRICAL PEER REVIEW CERTIFICATE



SELF-CERTIFICATION BUILDING PERMIT

ENGINEERING & DEVELOPMENT SERVICES

PERMIT #: _____

For Office Use Only

This form must be completed and signed by an electrical peer reviewer for any Self Certification project that involves the installation or modifications of an electrical system that exceeds 400 amperes or the available fault current exceeds 22,000 amperes structural work.

Project Name: _____

Project Location: _____

Lot #: _____ Tract #: _____ Bldg #: _____ Floor: _____ Suite/Space: _____

Scope of Work: _____

ELECTRICAL ENGINEER OF RECORD INFORMATION

Name: _____ Company Name: _____

Address: _____ City/State/Zip: _____

Phone: _____ AZ License #: _____

Email: _____

ELECTRICAL PEER REVIEWER INFORMATION

Name: _____ Company Name: _____

Address: _____ City/State/Zip: _____

Phone: _____ AZ License #: _____

Email: _____

I hereby certify the following information:

- I have reviewed the electrical portion of the plans being submitted for the project listed above and agree, that as of this date, they are complete and in accordance with all applicable provisions of the City of Goodyear's building codes, ordinances, and other applicable local, state and federal laws and/or regulations.
- I am registered or certified by the Arizona State Board of Technical Registration to provide the professional services I am certifying; I have been licensed for at least three (3) years; I have been approved as a self-certified professional for the type of plans being certified by either the City of Phoenix or by another jurisdiction that has a self-certification program.
- I have exercised a professional standard of care in reviewing these plans and am aware that the Building Official for the City of Goodyear will rely upon the truth and accuracy of this statement as the basis for issuance of a Self-Certification Building Permit.

Electrical Peer Reviewer Signature: _____ Date: _____

Staff Initials: _____

EXHIBIT "6"
Engineering Inspection Items

Exhibit on the following page

ENGINEERING INSPECTION ITEMS



TO BE PROVIDED TO CITY

ENGINEERING & DEVELOPMENT SERVICES

PERMIT #: _____

For Office Use Only

Project Name: _____ Project Address: _____

Inspectors are required to provide the City with copies of all required test results, reports, certifications and inspection notes to demonstrate that the work permitted under a Self-Certification Engineering Permit is in conformity with the Self-Certified Plans and all applicable provisions of the Engineering Design Standards and Policies Manual and other applicable codes and ordinances, including but not limited to those items set forth below.

❖ **SWPPP**

- All Storm Water Pollution Protection Plans shall be complied with throughout the duration of the permitted work and corrected if needed within 24 hours of an event.
- Following the completion of the work, the City shall be provided with a copy of the NOT (Notice of Termination) issued by ADEQ.

❖ **Grading Inspections, Reports, Certifications & Other Documents as Applicable**

- Site grading – Engineer of Record or Registered Land Surveyor shall provide certification via letter that the site has been graded to elevations within 0.3 feet of the self-certified grading plan elevations
- Pad elevation Engineer of Record or Registered Land Surveyor shall provide certification via letter that the pads have been graded to be at or +0.1 foot above the pad elevations as shown on the self-certified grading plans
- Drainage control outfall elevations Engineer of Record or Registered Land Surveyor shall provide certification via letter that the ultimate outfall elevation(s) for the site match the self-certified plans

❖ **Material Field & Lab Testing Reports**

- As required in the Engineering Design Standards and Policies Manual.

❖ **Drywell Inspections, Reports, Certifications and other Documents as Applicable**

- Percolation test

❖ **Water/Fire Line Inspections, Reports, Certifications and other Documents as Applicable**

- Backflow preventer certifications
- Maricopa County Environmental Services Division issued Approval of Construction (AOC) for Water construction

❖ **Sewer Testing Inspections, Reports, Certifications and other Documents as Applicable**

- Hydrovac certification to be provided immediately prior to tie-in to the City system to verify that it is clean and free of debris
 - Maricopa County Environmental Services Division issued Approval of Construction (AOC) for Sewer construction
- Note: Before any sewer plug can be removed all required inspections and testing shall have been completed and the inspector shall provide a letter on letterhead stating that the permitted work has been completed and all punch list items have been corrected.

❖ **Landscape**

- Backflow preventer certifications

❖ **Third Party Agency Approvals**

- Final approvals of all work completed pursuant to a permit issued by a third-party agency that permitted any work on the Property, such as Roosevelt Irrigation District, APS, Maricopa County Environmental Services District, and WAPA (Western Area Power Administration).

❖ **As-Builts**

- An approved set of plans sealed by an Engineer and Self-Certified by a Qualified Professional Registrant shall be submitted with the final report. As-Builts shall be formatted into a multipage PDF, 36"x24" at 600dpi minimum and placed on a CD.

❖ **Property Owner Acceptance Letter(s) authorizing the close out of the permitted work and the submission of the final report shall be included in the final report.**

❖ **Certificate of Occupancy (C of O) Process**

The City Engineering division will not sign off on the full (C of O) Certificate of Occupancy until all required documentation, including the documentation referred to above, needed to demonstrate that the work performed under any Self-Certification Engineering Permit issued is in conformity with the Self-Certified Plans and all applicable provisions of the City's building codes, ordinances, and Engineering Design Standards and Policies and all other local, state and federal laws and regulations.

EXHIBIT "7"
Inspection and Testing Agreement

Exhibit on the following page

INSPECTION AND TESTING AGREEMENT



SELF-CERTIFICATION ENGINEERING PERMIT

ENGINEERING & DEVELOPMENT SERVICES

Inspection and Testing Agreement

Project Name: _____

Project Address: _____

Permit Number: _____

Acknowledgements

I have read and agree to comply with the attached terms and conditions of this agreement.

Owner: **Microsoft Corporation, a Washington corporation**

Printed Name and Title

Signature

Contractor:

Printed Name and Title

Signature

Designated Inspector:

Printed Name and Title

Signature

Engineer of Record:

Printed Name and Title

Signature

Contact Information for Notices

Microsoft:

Printed Name

e-mail address

City Engineer: Rebecca Zook

Rebecca.Zook@goodyearaz.gov

Engineer of Record: _____

Printed Name

e-mail address

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the parties. Further this Agreement may be executed and delivered by electronic transmission. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement provided however, Owner shall deliver an original to the City for recordation in the Official Records of Maricopa County.

INSPECTION AND TESTING AGREEMENT



SELF-CERTIFICATION ENGINEERING PERMIT

ENGINEERING & DEVELOPMENT SERVICES

Inspection Requirements: Each 3rd party engineering inspector retained to inspect any part of the work under a Self-Certification Permit shall adhere to the following and during the course of the construction provide all items as required on the city of Goodyear Inspector checklist. See attached.

INSPECTOR RESPONSIBILITIES

1. Observe Work

The inspector shall observe the work for conformance with the Self-Certified Plans and all applicable provisions of the City's building codes, ordinances, and Engineering Design Standards and Policies and all other applicable local, state and federal laws and regulations and shall prepare or compile test results, reports, and certifications required by the Engineering Design Standards and Policies Manual and all other applicable local, state and federal laws and regulations. "Self-Certified Plans" are the construction plans submitted with an application for a Self-Certification Permit and construction plans submitted after a Self-Certification Permit has been issued that are needed to reflect changes needed to conform to applicable provisions of the City's building codes, ordinances, Engineering Design Standards and Policies Manual or other local, state and federal laws and regulations or to reflect field changes which comply with the following: each plan sheet submitted shall be prepared by a Professional Registrant, shall be stamped and sealed by the Professional Registrant who prepared the plan sheet and shall contain the following statement signed and sealed by a Qualified Professional Registrant:

SELF-CERTIFIED BY: _____
Name of Self-Certifying Qualified Professional Registrant Date

2. Frequency of Inspections.

Unless Periodic Inspections are approved as provided herein, inspections of the work permitted under a self-certified permit are to be performed on a continuous basis, meaning that the inspector is to be on site at all times observing the work during construction. If periodic inspections are desired, a written request signed by Microsoft, the Engineering of Record, and the Inspector along with a written plan for the proposed periodic inspections shall be submitted to the City Engineer for review. Periodic inspections shall not be allowed unless the City Engineer or his/her designee has approved, in a writing signed by the City Engineer or his/her designee, the written plan for periodic inspections.

3. Report Nonconforming Items

The inspector shall bring nonconforming items to the immediate attention of the contractor and note all such items in a daily report. If any nonconforming item is not resolved in a timely manner or is about to be incorporated in the work, the inspector shall immediately notify, by telephone or in person, the City Engineer, Engineer of Record and Microsoft's designated representative of the nonconforming item. In addition, the inspector shall post a notice identifying the work that is not in conformance with the self-certified design drawings and specifications, any applicable provision of the City's building codes, ordinances, Engineering Design Standards and Policies or any other local, state and federal laws or regulations ("Discrepancy Notice") and shall e-mail a copy of the Discrepancy Notice to Microsoft, the Engineer of Record, the Contractor and the City Engineer to the e-mail addresses set forth in this Agreement.

4. Furnish Daily Reports

All inspectors shall provide the contractor daily inspection reports, which are to remain at the jobsite with the contractor and shall be available for review by Microsoft's representative and the Engineer of Record if requested.

5. Furnish Weekly Reports

The inspector shall furnish weekly reports of tests and inspections directly to the Engineer of Record, the General Contractor, and others as designated. The weekly reports must include the following:

- Description of daily inspections and tests made with applicable locations;
- Copies of all reports, testing results, certifications and other required documents prepared or received during the week.
- Listing of all nonconforming items and report on how nonconforming items were resolved or unresolved as applicable;
- Itemized changes to the self-certified plans that had been submitted with the application for a Self-Certification Permit authorized by the Engineer of Record and the Qualified Professional Registrant who self-certified the changes.

Proposed changes to the approved plans must be submitted to the Engineer of Record and revised Self-Certified Plans that meet the requirements set forth in item 1 above must be received before the work can be performed..

6. Furnish Final Report

The inspector shall provide a final report to the City Engineer prior to final approval of the work. The Final Report shall include all daily inspection reports and all weekly reports, which shall include all test results, reports, and certifications required by the Engineering Design Standards and Policies Manual and all other applicable local, state and federal laws and regulations, including, but not limited to, those set forth in Engineering Inspection Items attached hereto.

CONTRACTOR RESPONSIBILITIES

1. Notify the Inspector

The contractor is responsible for notifying the inspector or third-party agency that needs to conduct an inspection or to perform any testing of any work that is to be completed regarding the need for such inspection or testing to ensure the inspection and testing occurs. Adequate notice shall be provided so that the inspector or third-party agency is available for all inspections and testing.

2. Provide Access to Approved Plans

The contractor is responsible for providing the inspector access to all Self-Certified Plans at the jobsite.

3. Retain Inspection Records

The contractor is responsible for retaining all inspection and testing records submitted by the inspector at the jobsite, making such inspection and testing records available to Microsoft's representative and to the Engineer of Record upon request.

INSPECTION AND TESTING AGREEMENT



ENGINEERING INSPECTION ITEMS

ENGINEERING & DEVELOPMENT SERVICES

PERMIT #: _____

For Office Use Only

Project Name: _____ Project Address: _____

Inspectors are required to provide the City with copies of all required test results, reports, certifications and inspection notes to demonstrate that the work permitted under a Self-Certification Engineering Permit is in conformity with the Self-Certified Plans and all applicable provisions of the Engineering Design Standards and Policies Manual and other applicable codes and ordinances, including but not limited to those items set forth below.

❖ **SWPPP**

- All Storm Water Pollution Protection Plans shall be complied with throughout the duration of the permitted work and corrected if needed within 24 hours of an event.
- Following the completion of the work, the City shall be provided with a copy of the NOT (Notice of Termination) issued by ADEQ.

❖ **Grading Inspections, Reports, Certifications & Other Documents as Applicable**

- Site grading – Engineer of Record or Registered Land Surveyor shall provide certification via letter that the site has been graded to elevations within 0.3 feet of the self-certified grading plan elevations
- Pad elevation Engineer of Record or Registered Land Surveyor shall provide certification via letter that the pads have been graded to be at or +0.1 foot above the pad elevations as shown on the self-certified grading plans
- Drainage control outfall elevations Engineer of Record or Registered Land Surveyor shall provide certification via letter that the ultimate outfall elevation(s) for the site match the self-certified plans

❖ **Material Field & Lab Testing Reports**

- As required in the Engineering Design Standards and Policies Manual.

❖ **Drywell Inspections, Reports, Certifications and other Documents as Applicable**

- Percolation test

❖ **Water/Fire Line Inspections, Reports, Certifications and other Documents as Applicable**

- Backflow preventer certifications
- Maricopa County Environmental Services Division issued Approval of Construction (AOC) for Water construction

❖ **Sewer Testing Inspections, Reports, Certifications and other Documents as Applicable**

- Hydrovac certification to be provided immediately prior to tie-in to the City system to verify that it is clean and free of debris
 - Maricopa County Environmental Services Division issued Approval of Construction (AOC) for Sewer construction
- Note: Before any sewer plug can be removed all required inspections and testing shall have been completed and the inspector shall provide a letter on letterhead stating that the permitted work has been completed and all punch list items have been corrected.

❖ **Landscape**

- Backflow preventer certifications

❖ Third Party Agency Approvals

- Final approvals of all work completed pursuant to a permit issued by a third-party agency that permitted any work on the Property, such as Roosevelt Irrigation District, APS, Maricopa County Environmental Services District, and WAPA (Western Area Power Administration).

❖ As-Builts

- An approved set of plans sealed by an Engineer and Self-Certified by a Qualified Professional Registrant shall be submitted with the final report. As-Builts shall be formatted into a multipage PDF, 36"x24" at 600dpi minimum and placed on a CD.

❖ Property Owner Acceptance Letter(s) authorizing the close out of the permitted work and the submission of the final report shall be included in the final report.

❖ Certificate of Occupancy (C of O) Process

The City Engineering division will not sign off on the full (C of O) Certificate of Occupancy until all required documentation, including the documentation referred to above, needed to demonstrate that the work performed under any Self-Certification Engineering Permit issued is in conformity with the Self-Certified Plans and all applicable provisions of the City's building codes, ordinances, and Engineering Design Standards and Policies and all other local, state and federal laws and regulations.