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Chandler  
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**MEMORANDUM Economic Development - Council Memo No. ED17-009**

**DATE:** OCTOBER 13, 2016  
**TO:** MAYOR AND CITY COUNCIL  
**THRU:** MARSHA REED, CITY MANAGER *MR*  
MICAHA MIRANDA, ECONOMIC DEVELOPMENT DIRECTOR *MM*  
**FROM:** JAMES SMITH, ECONOMIC DEVELOPMENT PROGRAM MANAGER *JS*  
**SUBJECT:** RESOLUTION NO. 5002 AUTHORIZING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CHANDLER AND ROGERS CORPORATION, FOR REIMBURSEMENT OF EMPLOYEE RELOCATION AND HIRING EXPENSES, IN AN AMOUNT NOT TO EXCEED \$237,500, IN CONNECTION WITH THE RELOCATION OF THE COMPANY'S CORPORATE HEADQUARTERS AND EXPANSION OF RESEARCH AND DEVELOPMENT AND MANUFACTURING OPERATIONS IN CHANDLER.

RECOMMENDATION: Staff recommends City Council pass and adopt Resolution No. 5002 authorizing a development agreement between the City of Chandler and Rogers, Corporation, for reimbursement of employee relocation and hiring expenses, in an amount not to exceed \$237,500, in connection with the relocation of the company's corporate headquarters and expansion of research and development and manufacturing operations in Chandler.

BACKGROUND/DISCUSSION: Rogers Corporation has maintained a long-term presence and currently employs approximately 384 people in Chandler. After performing a nationwide search, the company recently decided to relocate their corporate headquarters from Connecticut as well as expand their research, development and manufacturing operations in Chandler.

Rogers intends to make approximately \$20 million in capital improvements to its existing facilities, with at least half of those expenditures related to the purchase and installation of machinery and equipment related to research, development and manufacturing operations or the real property improvements necessary to facilitate the installation of the above. The improvements are primarily expected to be at the company's site located south of the southwest corner of Dobson Road and Chandler Boulevard. The renovation and hiring/relocation processes are anticipated to begin on or around October 1, 2016. The relocation and expansion project is expected to result in a total of 190 net new employees in Chandler over the next five years.

Resolution No. 5002 approves and authorizes the Mayor to execute a Development Agreement between the City of Chandler and Rogers Corporation. This Development Agreement will reimburse Rogers \$1,250 for each net new position created as a result of this relocation and expansion project, with the total reimbursement not to exceed \$237,500. Reimbursements will be made to Rogers after they have created and retained new jobs within the City over a specified period of time, and are also tied to the achievement of capital expenditure targets.

Payments to Rogers will be made annually based on the actual job creation realized during the previous year for a period of five years. On or before the end of a year in which a payment is due, Rogers shall certify their net new positions from the previous calendar year and request payment from the City in writing. The terms of this Development Agreement will be considered fulfilled upon reimbursement of Year 5 positions (at the end of Year 6) or upon Rogers receiving the full reimbursement amount of \$237,500.

To demonstrate the economic benefit that will accrue to Chandler, City staff had an independent third party conduct an economic impact analysis. The analysis was based upon the creation of up to 190 net new jobs at an average annual wage of approximately \$75,000 and capital investment of at least \$20 million. This analysis shows the overall economic impact of Rogers' enhanced operations is significant to the City. Over a five-year period, the project will provide the following benefits:

- New direct payroll of approximately \$59.3 million,
- New direct economic output of the project will be approximately \$176 million, and
- New tax revenues to the City will total approximately \$360,700.

These benefits exceed the incentives being provided to Rogers Corporation.

Staff recommends approval of Resolution No. 5002.

**FINANCIAL IMPLICATIONS:** The City will reimburse Rogers up to \$237,500 over a five-year period if their activity in Chandler creates all 190 net new jobs as anticipated and the company meets capital expenditure targets. General Fund Strategic Economic Development Opportunity funds will be reserved for this commitment in FY 2017-18.

**PROPOSED MOTION:** Move City Council pass and adopt Resolution No. 5002 authorizing a development agreement between the City of Chandler and Rogers Corporation for reimbursement of employee relocation and hiring expenses, in an amount not to exceed \$237,500, in connection with the relocation of the company's corporate headquarters and expansion of research and development and manufacturing operations in Chandler.

Attachments: Resolution No. 5002  
Development Agreement

**RESOLUTION NO. 5002**

**A RESOLUTION OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CHANDLER AND ROGERS, A MASSACHUSETTS CORPORATION, FOR REIMBURSEMENT OF EMPLOYEE RELOCATION AND HIRING EXPENSES IN CONNECTION WITH THE RELOCATION OF THE COMPANY'S CORPORATE HEADQUARTERS AND EXPANSION OF RESEARCH AND DEVELOPMENT AND MANUFACTURING OPERATIONS IN CHANDLER.**

WHEREAS, the City of Chandler (the "City") wishes to encourage and promote the employment of its residents; and

WHEREAS, the encouragement and promotion of employment by the City will enhance and promote related economic activity throughout the City and will generate tax and other revenues for the City; and

WHEREAS, Rogers, a company incorporated in Massachusetts, has selected the City as its choice for relocation of its corporate headquarters from Connecticut and for expansion of its research and development and manufacturing operations currently located in Chandler; and

WHEREAS, Rogers expects to create as many as 190 net new employment positions at its Chandler facilities, through both relocation of headquarters staff and the expansion of its operations; and

WHEREAS, the City, finding that the relocation and expansion of operations at Rogers' facilities and its anticipated creation of new employment positions in the City will enhance the economic vitality of the City by increasing revenues and enhancing employment opportunities, has offered incentives to Rogers, particularly to provide for a job creation fund to make certain reimbursements to Rogers in order to encourage new employment within the City; and

WHEREAS, the economic benefit to be realized by the City exceeds the proposed reimbursement to Rogers and the reimbursement is tied to certain benchmarks with respect to the company's capital investment and the number of new employment positions to be filled over a term of (5) five years;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL of the City of Chandler, Maricopa County, Arizona, as follows:

Section 1. Council hereby approves the City of Chandler entering into a Development Agreement with Rogers in the form of the attached Exhibit "A."

Section 2. The Mayor of the City of Chandler is authorized to execute the Development Agreement for and on behalf of the City of Chandler in the form approved in Section 1 hereof; and the Mayor further is authorized to execute on behalf of the City of Chandler all related documents necessary to consummate the transaction, subject to approval of the form of the documents by the Chandler City Attorney.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 13th day of October, 2016.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5002 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 13th day of October, 2016, and that a quorum was present thereat.

\_\_\_\_\_  
CITY CLERK

WHEN RECORDED RETURN TO:

Chandler City Attorney  
c/o Glenn A. Brockman  
P.O. Box 4008, MS 602  
Chandler, Arizona 85244-4008

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into this day of October \_\_\_\_, 2016, (the "Effective Date"), by and between the CITY OF CHANDLER, an Arizona municipal corporation ("City"), and ROGERS CORPORATION, a C corporation, incorporated in Massachusetts ("ROGERS"). The City and ROGERS are each a "Party" to this Agreement and may be referred to herein collectively as "Parties."

1. **Recitals.** As background to this Agreement, the Parties recite, acknowledge and confirm the following, each of which shall be a material term and provision of this Agreement:

1.1 ROGERS conducted a national site search and now intends to relocate its corporate headquarters from Rogers, Connecticut and also intends to expand its manufacturing and research and development operations on existing real property, which is owned by the company and situated within Chandler, Arizona, (the "Property" or "Premises"). The exact location of these Properties is described herein as attached Exhibit "A".

1.2 This Agreement is based upon representations from ROGERS regarding the scope of the project and representations by the City for providing the economic incentives described in this Agreement.

1.3 ROGERS anticipates that it (including its affiliates and subsidiaries or divisions, each being referred to generically in this Agreement as the "Employer") will invest a minimum of \$20 million in facility improvements, machinery and equipment and create approximately 190 net new full-time permanent positions (over and above the existing base of 384 jobs), through a combination of both the relocation of their current headquarters and new hiring (each, a "Position," and collectively, "Positions") at the ROGERS Premises. It is expected that at least half, or \$10 million, of the total amount of investment will be dedicated to manufacturing and/or research and development related machinery and equipment, and installation and facility improvement costs associated with that equipment. ROGERS has several operations currently located within the City of Chandler and the incentives investment will be divided among all of ROGERS' Properties. The City and ROGERS agree, for purposes of calculating incentives, that the existing base of employment is 384 jobs. The incentives only apply to net new jobs over and above the agreed upon 384 jobs that currently exist.

1.4 It is important for the City to encourage and promote employment of its residents, particularly through growth and expansion of our current employers, which in turn stimulates related economic activity throughout the City and generates tax revenues and other income for the City.

1.5 ROGERS wishes to undertake all actions required by City in order to obtain tenant improvement permits to improve its current facilities and to install new machinery and equipment on the ROGERS Premises upon the terms and conditions set forth in this Agreement and as expeditiously as possible.

1.6 City has found and determined that both (i) the tenant improvements at the ROGERS Premises, including both the headquarters relocation and the expansion of manufacturing and research and development operations, and (ii) ROGERS' anticipated net new employment of approximately 190 employees at the ROGERS Premises will enhance the economic vitality of the City by increasing tax revenues and enhancing employment opportunities, therefore, the City has offered to provide for a job creation fund to encourage new employment within the City of Chandler.

1.7 City and ROGERS are entering into this Agreement pursuant to A.R.S. §9-500.05 and §9-500.11. The Parties desire to enter into this Agreement to facilitate development consistent with City's General Plan and its zoning ordinances. The Parties hereto acknowledge that the activities related to the development of the Property are economic development activities within the meaning of the State of Arizona's laws concerning such matters, including but not necessarily limited to A.R.S. §9-500.11, and that all expenditures by City pursuant to this Agreement constitute the appropriation and expenditure of public monies for and in connection with economic development activities.

1.8 City, by Resolution No. 5002, adopted on October 13, 2016, has, authorized the execution and performance of this Agreement and has otherwise taken all action it believes is required by law to enter into this Agreement and make it binding upon City.

2. **Agreements.** In consideration of the mutual promises and representations set forth herein and in the recitals hereto, City and ROGERS agree as follows:

2.1 The City agrees the Property may be further developed in the future to expand ROGERS' manufacturing and research and development operations pursuant to a development plan to be approved by the City, and subject to ROGERS' compliance with the terms of this Agreement and all applicable laws. The City shall process all submittals made by ROGERS in accordance with its normal review processes and requirements in connection with its approval of such submittals.

2.2 In the event of any moratorium instituted pursuant to ARS §9-463.06, ROGERS or any owner of all or any portion of the Property shall be automatically granted a waiver of the applicability of such moratorium to develop the Property in accordance with the provisions of this Agreement, as described in ARS §9-463.06D.

2.3 The City and ROGERS acknowledge and agree that among the special characteristics of the Property are the distinctive location, significant investment in the industrial area, and the creation of additional employment opportunities. The Property's prominence is such that appropriate signage should enhance the visibility and high profile nature of the Property and is essential to the successful development of the Property. The City and ROGERS

agree to coordinate their efforts and agree on appropriate signage for the Property to maximize its visibility, subject to the provisions of the City Code.

2.4 Upon the request of ROGERS (or its designees), the City shall expeditiously schedule a meeting of the City's Business Location Team to perform an onsite review of Roger's planned tenant improvements. City staff will provide timely feedback detailing any work that shall be required by the law, ordinances, requirements and/or the building code in order to obtain a Certificate of Occupancy. In addition, the City will conduct pre-submittal meetings, as requested by ROGERS (or its designees) to reduce the number of reviews required to the absolute minimum (subject to applicable laws) in order to ensure the timely completion of this and any future phases of development at the ROGERS' Premises.

2.5 Upon the request of ROGERS (or its designees), the City shall review tenant improvement plans for the ROGERS' premises within 10-working days of submission of completed plans and payment of fees with no additional cost for the expediting of reviews, and is subject to all applicable laws, including laws involving posting and the conducting of public meetings. Upon the City's determination that ROGERS has submitted final and complete plans for tenant improvements that comply with all applicable laws, ordinances and requirements, and that are otherwise to "the reasonable satisfaction of the City, the City shall issue tenant improvement permits for the improvements to be built therein. Consistent therewith, the City will provide a single point of contact with the City to coordinate a timely permitting process.

2.6 ROGERS anticipates that within the ROGERS' Premises the company will invest a minimum of \$20 million for facility improvements, machinery and equipment and that approximately 190 net new positions shall be created and staffed not later than five (5) years from the Effective Date of this Agreement. Based on the aforementioned promises, the City agrees to make certain payments or reimbursements to ROGERS in such amounts, and in such a manner, as set forth below:

a. The City shall provide incentives for any positions created and staffed (filled) effective October 1, 2016.

b. The City shall pay to ROGERS the amount set forth below to reimburse ROGERS for hiring, training, relocation and related expenses actually incurred by ROGERS in staffing the Positions ("the Position Reimbursement Amount").

(1) The ROGERS Position Reimbursement Amount shall be based upon the aggregate number of new staffed Positions within the ROGERS Premises, over and above the agreed upon 384 existing base positions referenced in 1.3 of this Agreement at a rate of \$1,250 per Position up to 190 Positions, in a total amount not to exceed \$237,500.00.

(2) Notwithstanding the foregoing, the reimbursement amount shall be paid incrementally based upon actual Positions created and staffed (filled) each year during the five (5) year period from the Effective Date of this Agreement until full payment has been made, with payments to be made to ROGERS in accordance with the following schedule:

- For Positions created and filled between 10/1/2016 and 12/31/2017 (Year 1), payment will

be made on or before 12/31/2018;

- For Positions created and filled in calendar year 2018 (Year 2), payment will be made on or before 12/31/2019;
- For Positions created and filled in calendar year 2019 (Year 3), payment will be made on or before 12/31/2020;
- For Positions created and filled in calendar year 2020 (Year 4), payment will be made on or before 12/31/2021; and
- For Positions created and filled in calendar year 2021 (Year 5), payment will be made on or before 12/31/2022.

(3) At or before the end of a year when a payment is due to be made to ROGERS by the City, ROGERS shall provide written certification of the number of Positions created and filled in the year for which the reimbursement payment is being made. Within forty-five (45) days of the City's receipt of such certification, the City shall pay the reimbursement amount due for the Positions so certified by ROGERS.

(4) The above payments are based upon job creation AND are also based upon the expectation that ROGERS will invest a minimum of \$20 million for facility improvements related primarily to the relocation of the corporate headquarters and machinery and equipment primarily related to the expansion of manufacturing and research and development operations. It is expected that at least half, or \$10 million, of the total amount of investment will be dedicated to manufacturing and/or research and development, related machinery and equipment, and installation and facility improvement costs associated with that equipment. The remaining improvements may be in the form of personal property and/or real property improvements, which are anticipated to be related to hard assets, such as furniture and fixtures, as well as work related to their installation and other improvements that enhance the company's current facility. These investments are anticipated to support the headquarters and the expanded manufacturing operations and sustain a long-term commitment to the City of Chandler. ROGERS shall submit written verification satisfactory to the City, that these amounts have been expended prior to the final incentive payment being made by the City. If ROGERS does not submit written verification of such expenditures, the total job creation incentive shall be reduced by an equivalent percentage. For example, if the company only spends 98% of the anticipated \$20 million in total capital investment or, similarly, only 98% of the \$10 million in anticipated machinery and equipment expenditures, the actual incentive ROGERS shall realize will be correspondingly reduced to 98% of the potential incentive not to exceed amount of \$237,500 (or \$232,750 in this case). If ROGERS has already received total payments that exceed the amount to which they are entitled, ROGERS shall reimburse the City for the overpayment.

(5) If ROGERS relocates the headquarter's operations out of the City during the (5) five-year period, ROGERS shall reimburse the City for all payments that had been previously made for net new positions during the term of the Agreement. This section in no way is intended to preclude ROGERS from constructing new facilities or leasing additional space within the City.

(6) At ROGERS' (or their designees) request the City will attempt to facilitate the hiring of new employees through leveraging of partnerships with Arizona@Work Maricopa County; and

(7) At ROGERS' (or their designees) request the City shall assist in the approval of statutorily available benefits provided through Foreign Trade Zone designation of any new facilities.

2.7 ROGERS agrees that to the extent possible the company will develop mutually beneficial relationships with Chandler hotel groups, and will attempt to utilize facilities within the City for hotel stays, conferences, trainings and hospitality events and similar type events in order to further support the economy of the City.

3. **Term.** The term of this Agreement shall begin on the Effective Date and continue for (5) five-years unless earlier terminated due to complete payment of the ROGERS' Position Reimbursement Amount and ROGERS' required minimum investment of \$20 million has been satisfied.

4. **Notices.** Unless otherwise specifically provided herein, or unless written notice of a change of address has been previously given pursuant hereto, all notices, demands or other communication given hereunder shall be in writing and shall be deemed to have been duly delivered upon (i) personal delivery, (ii) upon delivery by a recognized overnight courier (e.g., Federal Express, United Parcel Service) for next business day delivery, or (iii) as of the second business day after mailing by United States mail, postage prepaid, by certified mail addressed as follows:

To ROGERS:	Rogers Corporation c/o Jay Knoll Vice President and General Counsel One Technology Drive Rogers, CT 06263-0188 Phone: (860) 774-9605
To City:	City of Chandler c/o Micah Miranda Economic Development Director Mail Stop 416 P.O. Box 4008 Chandler, AZ 85244-4008 Phone: (480) 782-3035 Fax: (480) 782-3040 e-mail: micah.miranda@chandleraz.gov
Copy to:	Chandler City Attorney c/o Glenn A. Brockman Mail Stop 602 P.O. Box 4008 Chandler, AZ 85244-4008

Phone: (480) 782-4643  
Fax: (480) 782-4652  
e-mail: glenn.brockman@chandleraz.gov

5. **Unintended Delay.** If and to the extent that ROGERS's performance of this Agreement is impaired or delayed by war, fire, casualty, acts of God or other causes beyond the control of ROGERS (each, an "Unintended Delay"), then the term of this agreement shall be equitably extended as necessary to permit ROGERS the opportunity to restore its employment level at the ROGERS Premises. In no event will Unintended Delay include any delay resulting from general economic or market conditions, or from the unavailability for any reason of particular contractors, subcontractors, vendors, investors or lenders for the Project, it being agreed that ROGERS will bear all risks of delay which are not Unintended Delay. In the event of the occurrence of any such Unintended Delay, the Party seeking the benefit of the provisions of this Section 5 shall, within thirty (30) days after such Party knows of any such Unintended Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Unintended Delay.

6. **Default.** In the event any Party fails to comply with any terms, conditions and obligations under this Agreement, which are applicable to such Party within thirty (30) days (or such longer period as reasonably required provided that the Party in default promptly commences and diligently pursues such cure to completion) after receipt of written notice from another Party (an "Event of Default"), such Party shall be deemed to be in default under this Agreement. After the occurrence of such Event of Default, the Parties hereby agree that the Parties shall attempt to settle the dispute by nonbinding mediation before commencement of litigation. The mediation shall be held under the Mediation Rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator selected by the Parties. In the event the Parties cannot agree upon the selection of a mediator within ten (10) days, then, within five (5) days thereafter, the Parties shall request the presiding judge of the Superior Court of Maricopa County, Arizona to appoint the mediator. The mediator selected shall have at least five (5) years experience in mediating or arbitrating disputes relating to commercial property and development agreements. The cost of any such mediation shall be divided equally between the Parties involved in the mediation. The mediator shall not have the right to award punitive damages. The results of the mediation shall be nonbinding and any Party shall have the right to initiate litigation to enforce the terms and conditions of this Agreement upon the latter of the conclusion of the mediation or ninety (90) days after the Event of Default, subject to any extensions agreed to by the Parties in writing.

7. **Remedies.**

7.1 In the event that City is in default under this Agreement and fails to cure any such default within the time period described in Section 6 above, and the Parties do not resolve City's default pursuant to the nonbinding mediation described in Section 6 above, then, in that event and as ROGERS's sole and exclusive remedy, ROGERS shall have the right to seek specific performance of City's obligations contained herein or to pursue those remedies detailed in this Agreement.

7.2 In the event that ROGERS is in default under this Agreement and fails to cure any such default within the time period described in Section 6 above, and the Parties do not resolve such default pursuant to the nonbinding mediation described in Section 6 above, then, in that event and as City's sole and exclusive remedies, City shall have the right to rescind this Agreement and cease making any further reimbursement payments. ROGERS shall be liable and responsible only for any breach of this Agreement that it may commit; ROGERS shall not be liable or responsible for any breach of this Agreement by any other Party.

8. **Assignment.** ROGERS shall not assign any obligation in this Agreement other than to a subsidiary or affiliate of ROGERS, without City's express written consent, which shall not be unreasonably withheld, conditioned or delayed. In order to be effective, any such assignment must contain an express written agreement and assumption by the assignee agreeing to be liable for the assigning Party's obligations contained herein. Any such assignment shall not relieve the assigning Party of its obligations in this Agreement.

9. **Additional Matters.**

9.1 This Agreement shall be governed by and construed under the laws of the State of Arizona. This Agreement is subject pursuant to the provisions of A.R.S. Sec. 38-511. This Agreement shall be deemed made and entered into in Maricopa County, Arizona.

9.2 This Agreement is entered into and effective as of the Effective Date. However, as outlined in Section 2/3 (a) Positions created and staffed (filled) between October 1<sup>st</sup> and the Effective date will be eligible for the job creation incentive.

9.3 The recitals set forth in Section 1 of this Agreement are incorporated in this Agreement by reference as if fully set forth herein.

9.4 Nothing in this Agreement shall preclude City from the reasonable exercise of its normal zoning, platting and review processes, except as provided otherwise herein (including specifically Section 2.1 and 2.2 of this Agreement).

9.5 Nothing in this Agreement exempts ROGERS from payment of any construction sales tax or any other municipal fees or charges, except as described in 2.2 of this Agreement, specifically that plan reviews will be expedited at no additional cost to ROGERS.

9.6 City and ROGERS each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable constitutional provision, law, regulation, City code or City charter), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed Agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to perform all such acts as reasonably requested by the other party from time to

time and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

9.7 The failure of any Party to exercise any right, power or remedy given to it under this Agreement, or to insist upon strict compliance with it, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by either Party of its rights at any time to require exact and strict compliance with all of the terms of this Agreement. The rights or remedies under this Agreement are exclusive of any other rights or remedies which may be granted by law.

9.8 This Agreement constitutes the entire Agreement between City and ROGERS with respect to its subject matter, and all agreements, oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement. This Agreement may not be changed, modified or rescinded, except in writing, signed by all Parties and any attempt at oral modification of this Agreement shall be void and of no effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

9.9 In the event of any dispute between the Parties in connection with this Agreement, the Party prevailing in such action or proceeding shall be entitled to recover from the other Party all of its costs and fees, including reasonable attorneys' fees; provided, however, that no such amount shall be awarded, owed or payable until (i) the court in question has made a finding that one or the other Party is the "prevailing party" in such proceeding, and (ii) a final, non-appealable order of judgment is entered by a court of competent jurisdiction, or where applicable, the mandate of an appellate court of competent jurisdiction shall issue.

9.10 Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa (or, as may be appropriate, in the Justice Courts of Maricopa County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section 9.10.

9.11 No member, agent, representative, official, officer, or employee of any Party shall be personally liable to any Party, or any successor-in-interest, in the event of any default or breach by a Party or for any amount which may become due to another Party or any successor in interest or on any obligation under the terms of this Agreement.

9.12 It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between ROGERS and City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

9.13 Each of the Parties hereto represents and warrants to the other that the individual executing this Agreement on behalf of the respective Parties are authorized and

empowered to bind the Party on whose behalf such individual is signing and that this Agreement shall be binding upon such Parties. No later than ten (10) days after the Effective Date, City will record this Agreement in the Records of Maricopa County Arizona.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their representatives duly authorized to execute this document and bind their respective entities to the terms and obligations herein contained on the date and year first written above.

CITY OF CHANDLER, an Arizona municipal corporation

By: \_\_\_\_\_  
Jay Tibshraeny, Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney 

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Jay Tibshraeny, the Mayor of the City of Chandler, an Arizona municipal corporation.

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

My Commission Expires:

\_\_\_\_\_

ROGERS CORPORATION, a Massachusetts C Corporation

By Gary M. Glandon

Name: Gary M. Glandon

Title: Chief Human Resources Officer

STATE OF Arizona )

County of Maricopa )

On September 26, 2016 before me, Jennifer Moak, a Notary Public, personally appeared Gary Glandon who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing is true and correct.

WITNESS my hand and official seal.

Jennifer Moak  
Notary Public

My Commission Expires:

12/09/2019



**EXHIBIT A**

**Legal Description of Real Property Subject to Development Agreement**

**PARCEL NO. 1 - (100 S. Roosevelt Ave., Parcel # 301-86-094)**

LOT 1, OF ROGERS UNIT 3, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 556 OF MAPS, PAGE 5.

**PARCEL NO. 2 - (200 S. Roosevelt Ave., Parcel # 301-86-025-F)**

THE NORTH 244.15 FEET OF LOT 15, OF WILLIAMS FIELD ROAD BUSINESS PARK, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 176 OF MAPS, PAGE 8.

**PARCEL NO. 3 - (0 S Roosevelt Ave., Parcel # 301-86-025-G)**

LOT 15, OF WILLIAMS FIELD ROAD BUSINESS PARK, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 176 OF MAPS, PAGE 8;

EXCEPT THE NORTH 244.15 FEET THEREOF.

**PARCEL NO. 4 - (2225 W Chandler Blvd., Parcel # 303-24-014-G)**

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31;

THENCE SOUTH 00 DEGREES 07 MINUTES 51 SECONDS WEST ALONG THE EAST LINE OF SECTION 31, A DISTANCE OF 1,329.01 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31;

THENCE NORTH 89 DEGREES 51 MINUTES 47 SECONDS WEST, LEAVING SAID EAST LINE AND ALONG SAID SOUTH LINE, A DISTANCE OF 55.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DOBSON ROAD AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 51 MINUTES 47 SECONDS WEST, LEAVING SAID RIGHT-OF-WAY LINE AND ALONG SAID SOUTH LINE, A DISTANCE OF 1,299.95 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31;

THENCE NORTH 00 DEGREES 10 MINUTES 10 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 1,268.90 TO A POINT ON THE SOUTH LINE OF THE NORTH 57.00 FEET OF SAID SECTION 31, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF CHANDLER BOULEVARD;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS, ALONG SAID RIGHT-OF-WAY LINE AND PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 47.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 47.00 FEET OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31;

THENCE SOUTH 00 DEGREES 10 MINUTES 10 SECONDS WEST, LEAVING SAID RIGHT-OF-WAY AND ALONG SAID EAST LINE, A DISTANCE OF 63.00 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST, A DISTANCE OF 75.00 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 10 MINUTES 10 SECONDS WEST, A DISTANCE OF

427.56 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST, A DISTANCE OF 539.42 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 07 MINUTES 51 SECONDS WEST, A DISTANCE OF 494.93 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 51 MINUTES 47 SECONDS EAST, A DISTANCE OF 381.00 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 07 MINUTES 51 SECONDS WEST, A DISTANCE OF 235.00 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 51 MINUTES 47 SECONDS EAST, A DISTANCE OF 257.00 FEET TO A POINT ON THE SAID WEST RIGHT-OF-WAY LINE OF DOBSON ROAD;

THENCE SOUTH 00 DEGREES 07 MINUTES 51 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31;

THENCE SOUTH 00 DEGREES 07 MINUTES 51 SECONDS WEST ALONG THE EAST LINE OF SECTION 31, A DISTANCE OF 1,329.14 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31;

THENCE NORTH 89 DEGREES 51 MINUTES 47 SECONDS WEST, ALONG THE SOUTH LINE OF SAID THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 55.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DOBSON ROAD AND THE TRUE POINT OF BEGINNING:

THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 89 DEGREES 51 MINUTES 47 SECONDS WEST 558.00 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 51 SECONDS EAST 285.00 FEET;  
THENCE SOUTH 89 DEGREES 51 MINUTES 47 SECONDS EAST, 301.00 FEET;  
THENCE SOUTH 00 DEGREES 07 MINUTES 51 SECONDS WEST, 235.00 FEET;  
THENCE SOUTH 89 DEGREES 51 MINUTES 47 SECONDS EAST, 257.00 FEET TO A  
POINT ON THE SAID WEST RIGHT-OF-WAY LINE OF DOBSON ROAD;  
THENCE SOUTH 00 DEGREES 07 MINUTES 51 SECONDS WEST ALONG SAID RIGHT-  
OF-WAY LINE A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL NO. 5 - (100 N Dobson Rd., Parcel # 303-24-014-E)**

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER  
OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT  
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31;

THENCE SOUTH 00 DEGREES 07 MINUTES 51 SECONDS WEST ALONG THE EAST  
LINE OF SECTION 31, A DISTANCE OF 569.11 FEET TO A POINT;

THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST, LEAVING SAID EAST  
LINE, A DISTANCE OF 55.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE  
OF DOBSON ROAD AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 07 MINUTES 51 SECONDS EAST, ALONG SAID RIGHT-  
OF-WAY LINE, A DISTANCE OF 712.86, MORE OR LESS, SAID DISTANCE LYING 50 FEET  
NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST  
QUARTER;

THENCE NORTH 89 DEGREES 51 MINUTES 47 SECONDS WEST, LEAVING SAID RIGHT-  
OF-WAY LINE, A DISTANCE OF 257.00 FEET TO A POINT;

THENCE NORTH 00 DEGREES 07 MINUTES 51 SECONDS EAST, A DISTANCE OF 235.00

FEET TO A POINT;

THENCE NORTH 89 DEGREES 51 MINUTES 47 SECONDS WEST, A DISTANCE OF 381.00 FEET TO A POINT;

THENCE NORTH 00 DEGREES 07 MINUTES 51 SECONDS EAST, A DISTANCE OF 414.93 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST, A DISTANCE OF 346.02 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 07 MINUTES 51 SECONDS WEST, A DISTANCE OF 69.11 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST, A DISTANCE OF 160.00 FEET TO A POINT;

THENCE NORTH 00 DEGREES 07 MINUTES 51 SECONDS EAST, A DISTANCE OF 127.56 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST, A DISTANCE OF 131.98 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL NO. 6 - (100 N Dobson Rd., Parcel # 303-24-014-H)**

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31;

THENCE SOUTH 00 DEGREES 07 MINUTES 51 SECONDS WEST ALONG THE EAST LINE OF SECTION 31, A DISTANCE OF 1,329.14 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31;

THENCE NORTH 89 DEGREES 51 MINUTES 47 SECONDS WEST, ALONG THE SOUTH LINE OF SAID THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 55.00 FEET TO A POINT ON THE WEST RIGHT-OF WAY LINE OF DOBSON ROAD AND THE TRUE POINT OF BEGINNING:

THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 89 DEGREES 51 MINUTES 47 SECONDS WEST 558.00 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 51 SECONDS EAST 285.00 FEET;

THENCE SOUTH 89 DEGREES 51 MINUTES 47 SECONDS EAST, 301.00 FEET;

THENCE SOUTH 00 DEGREES 07 MINUTES 51 SECONDS WEST, 235.00 FEET;

THENCE SOUTH 89 DEGREES 51 MINUTES 47 SECONDS EAST, 257.00 FEET TO A POINT ON THE SAID WEST RIGHT-OF-WAY LINE OF DOBSON ROAD;

THENCE SOUTH 00 DEGREES 07 MINUTES 51 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING.