

SUPPORT

From: [Layla Villasenor](#)
To: [Adrian G Zambrano](#)
Subject: Please vote Yes on NorthPark
Date: Monday, November 10, 2025 8:47:37 AM
Attachments: [image001.png](#)
[image002.png](#)

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To the North Gateway Village Planning Committee—

I'm writing to show my support for the NorthPark project.

As someone who lives in the North Valley, I'm excited to see a plan that will bring new homes, parks, and jobs to our community—while still protecting the natural desert that makes our area special.

The NorthPark plan includes a lot of open space, trails, and parks for families to enjoy. It also adds new streets and bike paths that will make it easier to get around. The project's design takes care to use water wisely and includes features to keep the area cooler and more comfortable.

I believe NorthPark will help our community grow in a smart way—by creating jobs close to home, supporting local businesses, and keeping a good balance between development and open space.

Please support this project and help move North Phoenix forward in a positive direction.

Thank you,

Layla Villasenor



Join me in Doing the Most Good!

Give hope this holiday season through my **Virtual Red Kettle**

[Donate Here](https://give-usw.salvationarmy.org) [\[give-usw.salvationarmy.org\]](https://give-usw.salvationarmy.org)

Every dollar makes a difference!



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CITY OF PHOENIX

NOV 11 2025

**Planning & Development
Department**

Submission Date

11/7/25

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Message to North Gateway Village Planning Committee

As a north Phoenix resident, I strongly support NorthPark and urge the City Council to approve the project. NorthPark represents the kind of thoughtful, balanced growth our city needs — creating jobs, expanding attainable housing, and protecting thousands of acres of open space for future generations. This plan strikes the right balance between progress and preservation. By donating more than 2,100 acres of the Sonoran Preserve to the City of Phoenix, NorthPark not only respects our desert environment but enhances public access to the Sonoran Preserve. The Innovation Corridor will attract high-quality employers and diversify our economy, bringing high quality jobs closer to where people live. NorthPark represents development done right by carefully limiting density to maintain the character of the area while providing the infrastructure and amenities needed for sustainable development. I encourage the Village Planning Committee, the Planning Commission, and the Phoenix City Council to approve NorthPark and help ensure Phoenix continues to grow in a way that supports our families, economy, and environment.

CITY OF PHOENIX

NOV 11 2025

**Planning & Development
Department**

Submission Date

11/8/25

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CITY OF PHOENIX

NOV 11 2025

**Planning & Development
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Submission Date

11/8/25

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CITY OF PHOENIX

NOV 11 2025

**Planning & Development
Department**

November 11, 2025

RE: Support for NorthPark (Case Nos. Z-139-24-1, GPA-NG-1-24-1, GPA-NG-2-24-1)

Dear North Gateway Village Planning Committee,

On behalf of the Arizona Chamber of Commerce & Industry, I'm writing to express our strong support for the NorthPark Planned Unit Development and related General Plan amendments.

NorthPark represents the type of balanced and forward-looking planning that has made Phoenix and the broader Valley a national leader in innovation, advanced manufacturing, and job growth. Anchored by TSMC Arizona, NorthPark's proposed development will attract complementary suppliers, strengthen our semiconductor ecosystem, and create high-wage jobs that drive opportunity across the region.

The plan also demonstrates a strong commitment to sustainability and responsible land use by integrating efficient infrastructure, water conservation technologies, and resilient building standards that exceed City benchmarks. Equally important, the project includes the preservation of more than 2,000 acres of open space—a contribution that protects Sonoran Desert habitat while enhancing outdoor access and recreation for residents throughout the North Valley.

NorthPark exemplifies how thoughtful planning can advance economic competitiveness, environmental stewardship, and community livability at the same time. It reflects the kind of collaboration between business, government, and community partners that has been essential to Arizona's growth and prosperity.

For these reasons, the Arizona Chamber of Commerce & Industry respectfully urges approval of the NorthPark PUD and related General Plan amendments. This project is a responsible investment in Phoenix's economic future and a model for how our state can continue to grow while maintaining the quality of life that defines Arizona.

Thank you for your leadership and continued dedication to guiding growth that benefits all who live, work, and invest in our city.

Sincerely,

A handwritten signature in black ink that reads "Danny Seiden".

Danny Seiden
President & CEO

CITY OF PHOENIX

NOV 11 2025

**Planning & Development
Department**

Submission Date

11/8/25

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CITY OF PHOENIX

NOV 11 2025

**Planning & Development
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Submission Date

11/8/25

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NOV 11 2025

**Planning & Development
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Submission Date

11/8/25

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CITY OF PHOENIX

NOV 11 2025

**Planning & Development
Department**

Submission Date

11/6/25

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Message to North Gateway Village Planning Committee

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NOV 11 2025

**Planning & Development
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11/8/25

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NOV 11 2025

**Planning & Development
Department**

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11/8/25

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NOV 11 2025

**Planning & Development
Department**

Submission Date

11/8/25

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NOV 11 2025

**Planning & Development
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I support the NorthPark project because it will bring exciting new amenities to our community that residents can truly enjoy. From new parks, trails, and open spaces to restaurants and shops, NorthPark will offer places where neighbors can live, work, and play. The 2,100-acre donation of the Sonoran Preserve back to the City of Phoenix is the cherry on top. NorthPark represents the high-end of planned communities for Phoenix. I urge the Village Planning Committee and the Phoenix City Council to approve NorthPark and help bring these amenities to life for all residents.

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NOV 11 2025

**Planning & Development
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Submission Date

11/8/25

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NOV 11 2025

**Planning & Development
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Message to North Gateway Village Planning Committee

As a north Phoenix resident, I strongly support NorthPark and urge the City Council to approve the project. NorthPark represents the kind of thoughtful, balanced growth our city needs — creating jobs, expanding attainable housing, and protecting thousands of acres of open space for future generations. This plan strikes the right balance between progress and preservation. By donating more than 2,100 acres of the Sonoran Preserve to the City of Phoenix, NorthPark not only respects our desert environment but enhances public access to the Sonoran Preserve. The Innovation Corridor will attract high-quality employers and diversify our economy, bringing high quality jobs closer to where people live. NorthPark represents development done right by carefully limiting density to maintain the character of the area while providing the infrastructure and amenities needed for sustainable development. I encourage the Village Planning Committee, the Planning Commission, and the Phoenix City Council to approve NorthPark and help ensure Phoenix continues to grow in a way that supports our families, economy, and environment.

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NOV 11 2025

**Planning & Development
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**Planning & Development
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NOV 11 2025

**Planning & Development
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NOV 11 2025

**Planning & Development
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Message to North Gateway Village Planning Committee

As a north Phoenix resident, I strongly support NorthPark and urge the City Council to approve the project. NorthPark represents the kind of thoughtful, balanced growth our city needs — creating jobs, expanding attainable housing, and protecting thousands of acres of open space for future generations. This plan strikes the right balance between progress and preservation. By donating more than 2,100 acres of the Sonoran Preserve to the City of Phoenix, NorthPark not only respects our desert environment but enhances public access to the Sonoran Preserve. The Innovation Corridor will attract high-quality employers and diversify our economy, bringing high quality jobs closer to where people live. NorthPark represents development done right by carefully limiting density to maintain the character of the area while providing the infrastructure and amenities needed for sustainable development. I encourage the Village Planning Committee, the Planning Commission, and the Phoenix City Council to approve NorthPark and help ensure Phoenix continues to grow in a way that supports our families, economy, and environment.

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NOV 11 2025

**Planning & Development
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Submission Date

11/8/25

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**Planning & Development
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**Planning & Development
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NOV 11 2025

**Planning & Development
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Submission Date

11/6/25

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**Planning & Development
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Submission Date

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NOV 11 2025

**Planning & Development
Department**

Submission Date

11/8/25

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CITY OF PHOENIX

NOV 11 2025

**Planning & Development
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Submission Date

11/8/25

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NOV 11 2025

**Planning & Development
Department**

Submission Date

11/6/25

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NOV 11 2025

**Planning & Development
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Message to North Gateway Village Planning Committee

As a north Phoenix resident, I strongly support NorthPark and urge the City Council to approve the project. NorthPark represents the kind of thoughtful, balanced growth our city needs — creating jobs, expanding attainable housing, and protecting thousands of acres of open space for future generations. This plan strikes the right balance between progress and preservation. By donating more than 2,100 acres of the Sonoran Preserve to the City of Phoenix, NorthPark not only respects our desert environment but enhances public access to the Sonoran Preserve. The Innovation Corridor will attract high-quality employers and diversify our economy, bringing high quality jobs closer to where people live. NorthPark represents development done right by carefully limiting density to maintain the character of the area while providing the infrastructure and amenities needed for sustainable development. I encourage the Village Planning Committee, the Planning Commission, and the Phoenix City Council to approve NorthPark and help ensure Phoenix continues to grow in a way that supports our families, economy, and environment.

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**Planning & Development
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Submission Date

11/8/25

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I support the NorthPark project because it will bring exciting new amenities to our community that residents can truly enjoy. From new parks, trails, and open spaces to restaurants and shops, NorthPark will offer places where neighbors can live, work, and play. The 2,100-acre donation of the Sonoran Preserve back to the City of Phoenix is the cherry on top. NorthPark represents the high-end of planned communities for Phoenix. I urge the Village Planning Committee and the Phoenix City Council to approve NorthPark and help bring these amenities to life for all residents.

CITY OF PHOENIX

NOV 11 2025

**Planning & Development
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Submission Date

11/9/25

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NOV 11 2025

**Planning & Development
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Submission Date

11/6/25

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85085

Message to North Gateway Village Planning Committee

As a north Phoenix resident, I strongly support NorthPark and urge the City Council to approve the project. NorthPark represents the kind of thoughtful, balanced growth our city needs — creating jobs, expanding attainable housing, and protecting thousands of acres of open space for future generations. This plan strikes the right balance between progress and preservation. By donating more than 2,100 acres of the Sonoran Preserve to the City of Phoenix, NorthPark not only respects our desert environment but enhances public access to the Sonoran Preserve. The Innovation Corridor will attract high-quality employers and diversify our economy, bringing high quality jobs closer to where people live. NorthPark represents development done right by carefully limiting density to maintain the character of the area while providing the infrastructure and amenities needed for sustainable development. I encourage the Village Planning Committee, the Planning Commission, and the Phoenix City Council to approve NorthPark and help ensure Phoenix continues to grow in a way that supports our families, economy, and environment.

CITY OF PHOENIX

NOV 11 2025

**Planning & Development
Department**

Submission Date

11/6/25

Name

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Message to North Gateway Village Planning Committee

As a north Phoenix resident, I strongly support NorthPark and urge the City Council to approve the project. NorthPark represents the kind of thoughtful, balanced growth our city needs — creating jobs, expanding attainable housing, and protecting thousands of acres of open space for future generations. This plan strikes the right balance between progress and preservation. By donating more than 2,100 acres of the Sonoran Preserve to the City of Phoenix, NorthPark not only respects our desert environment but enhances public access to the Sonoran Preserve. The Innovation Corridor will attract high-quality employers and diversify our economy, bringing high quality jobs closer to where people live. NorthPark represents development done right by carefully limiting density to maintain the character of the area while providing the infrastructure and amenities needed for sustainable development. I encourage the Village Planning Committee, the Planning Commission, and the Phoenix City Council to approve NorthPark and help ensure Phoenix continues to grow in a way that supports our families, economy, and environment.

CITY OF PHOENIX

NOV 11 2025

**Planning & Development
Department**

Submission Date

11/6/25

Name

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Message to North Gateway Village Planning Committee

As a north Phoenix resident, I strongly support NorthPark and urge the City Council to approve the project. NorthPark represents the kind of thoughtful, balanced growth our city needs — creating jobs, expanding attainable housing, and protecting thousands of acres of open space for future generations. This plan strikes the right balance between progress and preservation. By donating more than 2,100 acres of the Sonoran Preserve to the City of Phoenix, NorthPark not only respects our desert environment but enhances public access to the Sonoran Preserve. The Innovation Corridor will attract high-quality employers and diversify our economy, bringing high quality jobs closer to where people live. NorthPark represents development done right by carefully limiting density to maintain the character of the area while providing the infrastructure and amenities needed for sustainable development. I encourage the Village Planning Committee, the Planning Commission, and the Phoenix City Council to approve NorthPark and help ensure Phoenix continues to grow in a way that supports our families, economy, and environment.

CITY OF PHOENIX

NOV 11 2025

**Planning & Development
Department**

Submission Date

11/10/25

Name

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85310

Message to North Gateway Village Planning Committee

This is great for our community.

CITY OF PHOENIX

NOV 11 2025

**Planning & Development
Department**

Submission Date

11/8/25

Name

Tyler Moser

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Message to North Gateway Village Planning Committee

I support the NorthPark project because it will bring exciting new amenities to our community that residents can truly enjoy. From new parks, trails, and open spaces to restaurants and shops, NorthPark will offer places where neighbors can live, work, and play. The 2,100-acre donation of the Sonoran Preserve back to the City of Phoenix is the cherry on top. NorthPark represents the high-end of planned communities for Phoenix. I urge the Village Planning Committee and the Phoenix City Council to approve NorthPark and help bring these amenities to life for all residents.

CITY OF PHOENIX

NOV 12 2025

**Planning & Development
Department**

Submission Date

11/11/25

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85310

Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

CITY OF PHOENIX

NOV 12 2025

**Planning & Development
Department**

Submission Date

11/11/25

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Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

CITY OF PHOENIX

NOV 12 2025

**Planning & Development
Department**

Submission Date

11/11/25

Name

Daniel Tracey

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85310

Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

CITY OF PHOENIX

NOV 12 2025

**Planning & Development
Department**

Submission Date

11/11/25

Name

Deborah Trapasso

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Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

CITY OF PHOENIX

NOV 12 2025

**Planning & Development
Department**

Submission Date

11/11/25

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Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

CITY OF PHOENIX

NOV 12 2025

**Planning & Development
Department**

Submission Date

11/11/25

Name

Erin Martin

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85085

Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

CITY OF PHOENIX

NOV 12 2025

**Planning & Development
Department**

Submission Date

11/11/25

Name

Keith Blackman

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Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

CITY OF PHOENIX

NOV 12 2025

**Planning & Development
Department**

Submission Date

11/11/25

Name

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Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

CITY OF PHOENIX

NOV 12 2025

**Planning & Development
Department**

Submission Date

11/11/25

Name

Kyle Davis

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85085

Message to North Gateway Village Planning Committee

I wholeheartedly support and recommend the approval of the NorthPark project. The North Phoenix area urgently needs a significant number of single-family homes to accommodate its growing population.

CITY OF PHOENIX

NOV 12 2025

**Planning & Development
Department**

Submission Date

11/11/25

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Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

CITY OF PHOENIX

NOV 12 2025

**Planning & Development
Department**

Submission Date

11/11/25

Name

Natasha Krisa

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85085

Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

CITY OF PHOENIX

NOV 12 2025

**Planning & Development
Department**

Submission Date

11/11/25

Name

Scott Kretchmer

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85085

Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

CITY OF PHOENIX

NOV 12 2025

**Planning & Development
Department**

Submission Date

11/11/25

Name

Thomas Hill

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85083

Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

CITY OF PHOENIX

NOV 12 2025

**Planning & Development
Department**

Submission Date

11/11/25

Name

Tran Vinh

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85085

Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.



CITY OF PHOENIX

NOV 12 2025

**Planning & Development
Department**

November 12, 2025

The Honorable Mayor Kate Gallego and Members of the Phoenix City Council
Phoenix City Hall
200 West Washington Street
Phoenix, Arizona 85007

Transmitted Via Email

Dear Mayor Gallego and Members of the City Council:

On behalf of Valley Partnership, its 350 Company Partners, and almost 2,000 Members advocating responsible development, we are writing to express our support for the NorthPark PUD and related General Plan Amendments. NorthPark reflects the type of balanced and forward-thinking planning that aligns with Valley Partnership's long-term goals for responsible development.

NorthPark demonstrates a strong commitment to sustainable design and infrastructure. The proposal emphasizes efficient land use, water conservation technologies, and resilient building standards that exceed City benchmarks.

NorthPark will strengthen Phoenix's growing innovation and advanced manufacturing sectors. Its Innovation Corridor, with TSMC Arizona as an anchor, will attract complementary industries and create thousands of high-quality jobs. The land plan will support economic vitality while maintaining a balanced mix of uses.

The NorthPark plan includes an historic donation of more than 2,000 acres of open space back to the City of Phoenix. This commitment not only safeguards valuable Sonoran Desert habitat but also enhances recreation and access for residents throughout the North Valley. The project's open space framework ensures that development is thoughtfully integrated with conservation and public enjoyment.

NorthPark exemplifies the collaborative approach to growth that Valley Partnership has long championed—one that creates long-term community value. The project advances environmental stewardship, economic competitiveness, and regional connectivity in a cohesive manner.

For these reasons, Valley Partnership respectfully urges approval of the NorthPark PUD and related General Plan amendments. The plan represents a responsible and forward-looking investment in Phoenix's future.

Thank you for your leadership and continued dedication to guiding growth that benefits all who live, work, and invest in our city. Please feel free to call me at 602-558-2747 if you have questions or need additional information.

Sincerely,

Clark Princell
President & CEO

Cc: Jeff Barton, City Manager

CITY OF PHOENIX

NOV 12 2025

**Planning & Development
Department**

Submission Date

11/11/25

Name

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85083

Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

CITY OF PHOENIX

NOV 13 2025

**Planning & Development
Department**

Submission Date

11/12/25

Name

Alen Toma

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85083

Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

CITY OF PHOENIX

NOV 13 2025

**Planning & Development
Department**

Submission Date

11/12/25

Name

Cheryl Hagen

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2330 W Gambit Trl, Phoenix, AZ

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85085

Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

CITY OF PHOENIX

NOV 13 2025

**Planning & Development
Department**

Submission Date

11/12/25

Name

Cheryl Rodgers

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85086

Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

CITY OF PHOENIX

NOV 13 2025

**Planning & Development
Department**

Submission Date

11/12/25

Name

Deborah Thurber

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85027

Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

CITY OF PHOENIX

NOV 13 2025

**Planning & Development
Department**

Submission Date

11/12/25

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85083

Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

CITY OF PHOENIX

NOV 13 2025

**Planning & Development
Department**

Submission Date

11/12/25

Name

Kayla Hooks

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85083

Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

CITY OF PHOENIX

NOV 13 2025

**Planning & Development
Department**

Submission Date

11/12/25

Name

Keith Lowe

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Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

CITY OF PHOENIX

NOV 13 2025

**Planning & Development
Department**

Submission Date

11/12/25

Name

Lindsay Simpson

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Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

CITY OF PHOENIX

NOV 13 2025

**Planning & Development
Department**

Submission Date

11/12/25

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Michelle De Poy

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Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

CITY OF PHOENIX

NOV 13 2025

**Planning & Development
Department**

Submission Date

11/12/25

Name

Ravi Pal

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2236 W Bonanza Ln, Phoenix, AZ

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85085

Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

CITY OF PHOENIX

NOV 13 2025

**Planning & Development
Department**

Submission Date

11/12/25

Name

Scott Calhoun

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85083

Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

CITY OF PHOENIX

NOV 13 2025

**Planning & Development
Department**

Submission Date

11/12/25

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Terry O'Brien

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85083

Message to North Gateway Village Planning Committee

As a Phoenix resident, I urge the Village Planning Committee to recommend approval of the NorthPark project. NorthPark represents smart, responsible growth that strengthens our city's economic foundation while preparing for the future. The proposed Innovation Corridor will attract high-tech industries and support the continued expansion of companies like TSMC, bringing high-quality jobs and long-term investment to our community. By thoughtfully combining businesses, new housing, and preserved open space, NorthPark creates a balanced plan that promotes opportunity without sacrificing community character. This is the kind of forward-looking development that ensures Phoenix remains a thriving hub for innovation and economic success, and I respectfully ask for your recommendation of approval.

From: [Todd Lang](#)
To: [PDD North Gateway VPC](#)
Subject: Thank You - Growth To North Phoenix Corridor
Date: Thursday, November 13, 2025 10:42:13 AM

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I thought I would write to say thank you. I'm sure you haven't received a lot of positive feedback but I'm one who embraces change.

The growth coming to the North Phoenix is exciting for everyone. The potential to be the next Silicon Valley right in our backyard is amazing.

We have been needing this for a long time been seeing growth all over the valley but not here.

I'm a homeowner and others need to embrace the change we all knew it was eventually coming and you read comments how people want this and that but this is the opportunity for everything people are asking for.

Best to you all I'm a supporter in everything.

All I ask is make on and off ramps getting on I-17 and off I-17 to the 303 it's very dangerous currently with vehicles coming to a complete stop during the peak hours.

Thank you again looking forward to all these wonderful opportunities ahead of us.

Todd Lang
Anthem Resident

OPPOSITION / CONCERNS

From: [Eric Thompson](#)
To: [Eric Thompson](#)
Subject: Rezoning Case No. Z-139-24-1 & (GPA) Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Friday, November 7, 2025 9:09:51 PM

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07NOV2025

Members of the Village Planning Committee
Members of the Phoenix City Council
City of Phoenix Planning & Development Department Staff
City of Phoenix Long-Range Planning Team

Subject: Concerns Regarding Proposed Zoning Change — Risks of Ground Water Contamination and Deviation from Growth Standards:
Rezoning Case No. Z-139-24-1 & (GPA) Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1

Dear Council Members and Staff,

I write on behalf of concerned residents and stakeholders to express our **support for smart growth** and responsible development in the North Gateway Village area. At the same time, we must oppose the current proposed zoning and master-plan amendment (as described for the project south of Loop 303) in its present form *because* it represents a **significant deviation from existing long-range plans** and also carries a **material risk of ground-water contamination**, especially given prior experience with semiconductor-related manufacturing in Phoenix.

Below is a summary of our concerns, followed by our recommendations for any zoning change process.

1. Risks of Ground-Water Contamination

Verified Facts:

- The Motorola 52nd Street Superfund Site (Phoenix, Maricopa County) is on the National Priorities List (NPL) of the U.S. Environmental Protection Agency (EPA). It was listed Oct 4 1989. ([ADEQ \[azdeq.gov\]](#))
- The site includes contamination of soil and groundwater by volatile organic compounds (VOCs) such as trichloroethylene (TCE), tetrachloroethene (PCE), and 1,1,1-trichloroethane (1,1,1-TCA) from historical semiconductor manufacturing, solvent storage tanks and leaks. ([ADEQ \[azdeq.gov\]](#))
- Groundwater at the site is not currently used for drinking water, and the City of Phoenix supplies drinking water primarily from surface water sources for the relevant area. ([EPA Science Inventory \[semspub.epa.gov\]](#))
- The groundwater remediation systems in OU-units of the site have removed millions of gallons of contaminated groundwater (e.g., 4.29 billion gallons in OU1 and 18.6 billion

in OU2) over decades. ([ADEQ \[azdeq.gov\]](https://www.azdeq.gov/))

- In May 2024, a tanker truck transporting waste sulphuric acid at the Taiwan Semiconductor Manufacturing Company ([TSMC](https://www.tsmc.com/)) Arizona site [\[datacenterdynamics.com\]](https://datacenterdynamics.com/) suffered an “uncontrolled pressure release” that killed the driver and caused the truck to throw him about 20 feet. This **fatal accident** at the existing TSMC site resulted in fines for the company.
- On 2 September 2021, a tanker truck carrying [sulphuric acid overturned \[taiwanenglishnews.com\]](https://taiwanenglishnews.com/) on a coastal highway in New Taipei (Ruifang District), Taiwan, releasing a large quantity of acid.
- On 20 July 2025, a chemical tanker collision on Highway 61 in Hsinchu County, Taiwan [spilled hydrofluoric acid \[mytaiwanlife.com\]](https://mytaiwanlife.com/) (HF) — a key semiconductor-etchant chemical — prompting road closure and emergency response.
- On Feb 14 2023, [liquid nitric acid \(~18,200 kg\) released \[azdps.gov\]](https://azdps.gov/) when a commercial vehicle rolled over on Interstate 10 between Rita & Kolb Rds, Tucson; major evacuation & road closure.
- On June 25 2025, [Tractor-trailer leaked hypochlorite acid \[kold.com\]](https://kold.com/), estimated ~300 gallons on I-10 eastbound near Mescal, Cochise County; lanes closed.

Interpretation / Concern:

The history of the Motorola site demonstrates that semiconductor manufacturing and associated industrial uses in Phoenix have indeed resulted in deep and persistent groundwater contamination. **The fact remains that more than 30 years later, after remediation, a large (7 MILE) urban plume exists and that remediation has required long-term and intensive treatment efforts, preventing this aquifer from being used for residential supply** ([EPA \[cumulis.epa.gov\]](https://cumulis.epa.gov/)).

For any new large-scale development proposal—especially one involving previously undeveloped state trust land south of Loop 303 and potentially new manufacturing or industrial uses—it is imperative that the risks to groundwater be carefully and fully addressed. The experience at Motorola shows that even decades later, the plume remains significant, and residual risks (including vapor intrusion) persist. ([ADEQ \[azdeq.gov\]](https://www.azdeq.gov/)) The residents of existing housing stock, particularly in Stetson Hills and Stetson Valley, should not need to fear the expense and **material damage** to invested real estate from the need to install “vapor intrusion mitigation systems” should a similar solvent leak occur at one or more of the proposed industrial sites. Similarly, the 100-year water supply for existing housing stock must take priority over any development of these sites. The scope of aquifer damage from leaks is substantial when it occurs.

Further, zoning changes that allow higher densities, mixed uses, manufacturing/employment corridors, or land uses that might involve industrial facilities increase the potential for future contamination pathways (e.g., new subsurface utilities, flooding of contaminated zones, reuse of previously disturbed land) unless very strictly controlled. **Remember, to err is human, and more sites means more opportunity for errors to occur.** We would advocate that if an industrial zone is allowed that access to residential zones (existing and new) be controlled by roundabouts with a diameter sufficiently small that hazardous material transports **could not** transit existing or future residential districts. A center lane pass through, opened by emergency lights or license plate readers, would allow first responders the speedy access they require. All such safety enhancements must be fully paid for building, operation and

maintenance by the development coalition for the duration of the operation of all industrial use of any land in the zoning case. When industrial use ends, the roundabouts could be converted to standard intersections at City's request, funded by an escrow account, indexed to inflation, funded by the development coalition. Again, **the preference is to reject the zoning with industrial use.**

2. Deviation from Current Growth/Planning Standards

Verified Facts:

- The General Plan 2025 for the City of Phoenix was adopted April 3 2024. ([City of Phoenix](#))
- The North Gateway Village (which is the relevant village for this area) has existing plans that emphasize moderate residential densities, preservation of open space, and careful growth aligned with infrastructure capacity.
- The Motorola site reuse page notes that industrial and commercial uses (including a former semiconductor plant) underlie a seven-mile stretch of urban area—and shows that large plumes from industrial activity exist in central Phoenix. ([EPA \[epa.gov\]](#))

Interpretation / Concern:

From publicly available information, the proposed redevelopment south of Loop 303 appears to *significantly increase* density well beyond the village planning vision, expand employment/manufacturing uses, and alter land use designations. These changes appear to **deviate** from what existing plans envisioned for infrastructure capacity, open-space preservation and careful growth sequencing. When combined with the chemical spill in residential areas and groundwater contamination risks noted above, these deviations create a higher level of risk than the original planning framework anticipated. It is not clear that any mitigation of these risks has been enabled, particularly the risk to the water supply of existing housing stock. **We therefore oppose any increase in density to the existing village planning documents.**

Equally concerning is the increased risk of spills of hazardous materials in transit. While we expect that the 303 will be the primary transport route, any time there is a backup or closure of the 303 there will be transport of hazardous materials through existing and new housing stock. The economics will demand that deliveries are on time, overriding any concerns about risk of chemical exposure in residential areas. The risk to our communities is real. To err is human, and we have evidence of such errors both at the existing TSMC plant and in other transport incidents involving essential semiconductor production chemicals, including incidents in Arizona.

3. Our Position and Request

We believe smart growth is essential, and we support development that meets the following criteria:

- Appropriate density that aligns with infrastructure capacity (roads, utilities, water supply, wastewater, stormwater drainage, schools, first responders, hospitals etc.).
- Protection of natural resources, especially vulnerable aquifers and groundwater basins.
- Clear mitigation of contamination risk (past and future) when land has industrial legacy or potential for industrial uses.

- **Rigorous public-review processes for any zoning changes, including for subsequent amendments or expansions.**

However, we **do not support** the proposed zoning change in its current form because:

- It appears to exceed infrastructure and growth assumptions in the existing General Plan and Village Plan frameworks. The developers acknowledge that existing infrastructure is failing, yet plan on adding substantially greater use. They don't acknowledge impact because it is already failing. This is at best disingenuous – a mask for the real impact to existing users.
- It lacks sufficient, publicly transparent assurances that groundwater contamination risks from past and future industrial uses can be fully mitigated.
- It does not clearly commit to future city review of any further zoning modifications or amendments, leaving the door open to incremental changes that could exacerbate risk **without transparency.**

Therefore, we respectfully request that the Planning Committee, City Council, and Staff require the following as conditions of approval **before** adoption of any new zoning:

1. A comprehensive groundwater-risk assessment for the proposed site area, including historical industrial uses, current aquifer vulnerability (to include a measurement of current aquifer recharge rates), and future potential industrial/employment uses. The 100-year supply of water is likely to depend more on ground water with existing and near [future cuts of up to 20% \[azcentral.com\]](https://www.azcentral.com) to delivery of Colorado River surface water to Arizona. **This water supply MUST be prioritized first for the existing residential housing stock, then whatever housing stock is built in the proposed zoning case.**
2. A binding agreement that any further zoning amendments, expansions or changes in land-use intensity must return to the Village Planning Committee and full City Council review (rather than administrative approval only). Such agreement must have teeth – 10% of gross annual proceeds of parent companies as reported to the SEC or equivalent regulatory authority, such that the companies cannot simply view fines as the cost of business. It cannot be with a local business unit that is closed immediately after violation of the agreement – it must include the parent organization and all affiliates. We must learn from past mistakes.
3. A commitment to infrastructure capacity analysis (water/wastewater/stormwater/roads/schools/first responders/police substation/fire station et cetra) and a concurrency plan that ties phasing of development to infrastructure delivery including schools and other non-standard developer provided infrastructure. The cost of building, operating, maintaining and staffing must fall on the developers, not the existing taxpayers unless and until new taxpayers can bear that burden. This must be proven by the median tax receipts of the prior five years before the developers can be allowed to relinquish financial responsibility for 100% of the required infrastructure. Note that the state did not allocate sufficient funding for school infrastructure for Stetson Valley until more than 15 years after the houses were built. While some of what is noted above are traditionally provided by other parties, we cannot afford to stretch already creaking infrastructure in the area. Our schools are already operating over capacity. Just like our roads, this failure will be made worse if these measures are not taken prior to any zoning changes. **We must learn from prior errors and ensure the developers pay the FULL cost of development.**

4. Preservation of significant open-space buffers, safe-setbacks from known contaminated zones, and recorded covenants on any industrial/manufacturing parcels to control future uses and protect groundwater. **This includes the protection under zoning of the entirety of the existing Sonoran Preserve Master Plan (1998).**
 5. A monitoring and enforcement mechanism, with monthly public reporting, for contamination, groundwater quality, vapor intrusion, and environmental compliance for the life of the project. **This shall be run by AZDEQ and funded by developers for the life of industrial use and any post use monitoring deemed necessary by the EPA or AZDEQ.** Similar “teeth” as above must be incorporated into this agreement such that defaulting on this responsibility is substantially more costly than maintaining it. An escrow account, held by AZDEQ, capable of funding the full cost, indexed to inflation, of the cleanup of the site, as modeled on the costs of the The Motorola 52nd Street Superfund Site, must be established by the innovation corridor users prior to construction permits being issued. The developers must ensure that such costs are not borne by taxpayers. We must learn from past mistakes.
 6. The development in the “innovation corridor” of “North-MEC” – a new school based on the West-MEC model for training in non-academic subjects. Such training should emphasize the skilled workers that TSMC had to import as they could not hire enough locally. The building, operation, staffing, and maintenance of North-MEC must be financially supported 100% by the other users in the innovation corridor for the duration of their tenancy, while operated by an existing school district or West-MEC. Default terms must be similar to those noted above – with sufficient “teeth” to ensure the citizens are not ever at risk of bearing the financial responsibility of this training. This would be a win-win – the occupants get the workforce they need and Phoenix gets skilled workers that are focused on available jobs.
-

4. Closing

In closing, we reiterate our support for responsible, smart growth in Phoenix—but with the caveat that **growth must be responsible**. The history of the Motorola 52nd Street site reminds us that groundwater contamination from semiconductor manufacturing and other heavy industrial uses has occurred in the Phoenix area. Unless seriously addressed, similar risks could manifest again, especially on large-acreage rezoning proposals with industrial/employment zones. To err is human, and more industrial use creates more opportunity for error.

We encourage the Village Planning Committee, the City Council, and staff to adopt a **precautionary approach**: require thorough review, embed conditions in zoning approvals, and ensure that the public interest—especially protection of groundwater—remains paramount. Sufficiency of infrastructure must be in place, and any failing infrastructure must be made non-failing PRIOR to any development. The cost of such changes, including to existing infrastructure, must be borne by the developers in full.

Taxpayers are stretched too thin by recent inflation that has substantially outpaced wage growth to subsidize Pulte or TSMC. **Note that increased time in traffic is a form of wage theft – time is money!** If we are sitting in traffic we are not able to trade labor for money. The developers must enact sufficient guardrails that the existing housing stock, new housing stock, and employees cannot be negatively financially impacted by any zoning changes, including time in traffic. This includes both sufficiency of infrastructure and safeguards for error in handling hazardous materials. The current proposal is insufficient on all counts and must be

rejected. The density is far too high and the risk of contamination is too great. Additionally, industrial chemicals have no business transiting existing or new housing stock, which will occur with the proposed mixed development.

Thank you for your work and for your consideration of these concerns. We homeowners look forward to participating in the public review process.

Sincerely,

Eric Thompson, Ph.D. & Stetson Valley homeowner
5128 W. Saddlehorn Road, Phoenix

--

I am looking for a lot of men who have an infinite capacity to not know what can't be done. -Henry Ford

For I can do everything through Christ, who gives me strength.

Philippians 4:13

From: [Karen Dellamargio](#)
Subject: Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Friday, November 7, 2025 7:42:51 PM

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As a homeowner in North Phoenix, I strongly oppose the proposed rezoning for NorthPark, Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1. This project represents overdevelopment that will severely harm our community.

Key concerns include:

1. Flawed traffic study – The analysis assumes 20% of trips stay inside the community, far above the 5–10% recommended by City guidelines. This underestimates the true number of cars on our roads.
2. Outdated comparisons – The study relies on traffic data from Anthem (2010–2012), which is not reflective of today’s congestion, travel patterns, or growth.
3. Failing intersections – Critical intersections are projected to fail with long delays and safety risks.
4. Child safety – With thousands of additional vehicles on Stetson Valley Parkway, children will not be able to cross safely to schools, parks, or friends’ homes. This threatens the walkability and livability of our neighborhood.
5. Semi-truck cut-throughs – By opening Stetson Valley Parkway as a north-south corridor, semi-trucks will be allowed to cut through what is currently a residential street. This is not acceptable in a family-oriented neighborhood — semi-trucks should be prohibited from utilizing this neighborhood road.
6. Unfunded mitigations – The study assumes roadway improvements by 2050 that are neither funded nor guaranteed. In reality, residents would face years of gridlock before relief ever comes.
7. Excessive density – Increasing from 1 home per acre to nearly 5 homes per acre will generate over 160,000 daily vehicle trips, overwhelming neighborhood streets, arterials, and freeways. This density does not fit the character of our community.
8. Industrial uses disguised as “innovation” – Residents are deeply concerned about the inclusion of a microchip manufacturing plant or similar heavy industrial use within this project. Calling this an “innovation corridor” is misleading — it masks the fact that these are industrial operations, not compatible with nearby residential neighborhoods.
9. Environmental and quality-of-life impacts – Microchip fabrication facilities are extremely resource-intensive. They consume vast amounts of water and electricity, use hazardous chemicals, and generate airborne and wastewater pollutants. Additionally, they operate 24 hours a day, creating constant noise, lighting, and vibration impacts that are incompatible with residential living.
10. Inappropriate location for industrial activity – Industrial facilities should be sited in properly zoned, buffered areas with existing infrastructure to support their energy and water demands — not adjacent to homes, schools, and parks. Allowing such uses here would irreversibly alter the character, safety, and livability of our community.

I urge you to deny this rezoning request. At a minimum, the project should be significantly reduced in scale and exclude all industrial or manufacturing uses until traffic, safety, and environmental concerns are fully addressed.

Please protect our community from reckless overdevelopment and incompatible industrial expansion.

From: [TERRI SORNSIN](#)
To: [PDD North Gateway VPC](#)
Subject: No on North Park
Date: Saturday, November 8, 2025 3:24:14 PM

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Please stop the planning for this development. Repercussions from it would be widespread (wildlife, water usage, traffic, school overcrowding, loss of open spaces). 40 years ago we all said we don't want to be another California, but that is exactly what Phoenix has become. Citizens seem to have no say in the never-ending development and we do NOT want our quality of life further diminished!

Please!!

Terri Sornsin

From: [Katie Dinsmore](#)
To: [PDD North Gateway VPC](#)
Subject: North Park
Date: Sunday, November 9, 2025 8:38:06 PM

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Sent from my iPhone
Please vote no on North Park

From: [Lisa Thill](#)
To: [PDD North Gateway VPC](#)
Subject: Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Sunday, November 9, 2025 4:16:04 PM

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As a homeowner in North Phoenix, I strongly oppose the proposed rezoning for NorthPark, Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1. This project represents overdevelopment that will severely harm our community.

Key concerns include:

1. **Flawed traffic study** – The analysis assumes 20% of trips stay inside the community, far above the 5–10% recommended by City guidelines. This underestimates the true number of cars on our roads.
2. **Outdated comparisons** – The study relies on traffic data from Anthem (2010–2012), which, as a 15 year old study, is not reflective of today’s congestion, travel patterns, or growth.
3. **Failing intersections** – Critical intersections are projected to fail with long delays and safety risks.
4. **Child safety** – With thousands of additional vehicles on Stetson Valley Parkway, children will not be able to cross safely to the schools (particularly the new Inspiration Mountain School, existing and new parks, or friends’ homes. This threatens the walkability and livability of our neighborhood.
5. **Semi-truck cut-throughs** – By opening Stetson Valley Parkway as a north-south corridor, semi-trucks will be allowed to cut through what is currently a residential street. This is not acceptable in a family-oriented neighborhood — semi-trucks should be prohibited from utilizing this neighborhood road.
6. **Unfunded mitigations** – The study assumes roadway improvements by 2050 that are neither funded nor guaranteed. In reality, residents would face years of gridlock before relief ever comes.
7. **Excessive density** – Increasing from 1 home per acre to nearly 5 homes per acre will generate over 160,000 daily vehicle trips, overwhelming neighborhood streets, arterials, and freeways. This density does not fit the character of our community or the reason we

decided to make this area home.

8. **Industrial uses disguised as “innovation”** – Residents are deeply concerned about the inclusion of a **microchip manufacturing plant or similar heavy industrial use** within this project. Calling this an “innovation corridor” is misleading — it masks the fact that these are industrial operations, incompatible with nearby residential neighborhoods.
9. **Environmental and quality-of-life impacts** – Microchip fabrication facilities are extremely resource-intensive. They consume vast amounts of **water and electricity**, use **hazardous chemicals**, and generate **airborne and wastewater pollutants**. Additionally, they operate 24 hours a day, creating **constant noise, lighting, and vibration impacts** that are incompatible with residential living.
10. **Inappropriate location for industrial activity** – Industrial facilities should be sited in properly zoned, buffered areas with existing infrastructure to support their energy and water demands — **not adjacent to homes, schools, and parks**. Allowing such uses here would irreversibly alter the character, safety, and livability of our community.

I urge you to deny this rezoning request. At a minimum, the project should be significantly reduced in scale and exclude all industrial or manufacturing uses until traffic, safety, and environmental concerns are fully addressed.

Please protect our community from reckless overdevelopment and incompatible industrial expansion.

Sincerely,

Lisa Thill
Stetson Valley Resident

From: [Adrian G Zambrano](#)
To: amanda@stetsonvalleyoa.com
Subject: RE: 2024 maps & notices- Rezoning Case No. Z-139-24-1, General Plan Amendment (GPA) Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Monday, November 10, 2025 12:38:00 PM

Hi Amanda,

There is no specific requirement for public notice to changes made to the PUD Development Narrative. At this point, what is in the PUD Development Narrative is what is referenced in the staff report and the applicant will not be making any further changes. Per Stipulation #1, if the City Council approves the rezoning, within 30 days of City Council approval, the applicant will need to submit revised PUD Development Narratives, only with the changes requested under Stipulation #1. The applicant will not be making any further changes to the PUD Development Narrative other than what is requested under Stipulation #1. If there are any further changes requested by City staff, the VPC, or the Planning Commission, it will be added under Stipulation #1 through a staff memo, which will be publicly posted as well. If the City Council requests certain changes to the PUD Development Narrative and approves the rezoning, it will be listed under Stipulation #1 on the City Council approval letter. Within 30 days of City Council approval, when the applicant submits the revised PUD Development Narratives, staff reviews them to ensure that the only changes made to the narratives were what was listed under Stipulation #1.

Best regards,



Adrian Zambrano (*he/him/his*)
Planner II - Village Planner
Phone: 602-534-6057
E-mail: adrian.zambrano@phoenix.gov

City of Phoenix
► Planning & Development Department
Planning Division, Long Range Planning
200 West Washington Street, 3rd Floor
Phoenix, AZ 85003

Mission: Planning, Development and Preservation for a Better Phoenix

From: Amanda McGowan <amanda@stetsonvalleyoa.com>
Sent: Monday, November 10, 2025 7:18 AM
To: Adrian G Zambrano <adrian.zambrano@phoenix.gov>
Subject: Re: 2024 maps & notices- Rezoning Case No. Z-139-24-1, General Plan Amendment (GPA) Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1

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Hi Adrian,

Thanks for that- are you able to answer the question about the normal process for significant changes like this? Thank you,

-Amanda McGowan
SVOA Board President

After Hours Emergency: 1.800.274.3165

StetsonValleyOA.com [stetsonvalleyoa.com]

From: Adrian G Zambrano <adrian.zambrano@phoenix.gov>

Sent: Sunday, November 9, 2025 7:49 PM

To: Amanda McGowan <amanda@stetsonvalleyoa.com>

Subject: RE: 2024 maps & notices- Rezoning Case No. Z-139-24-1, General Plan Amendment (GPA)
Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1

Hi Amanda,

Thank you for your email. I have saved it to the case file for the record.

Best regards,



**PRESERVE
SHAPE
BUILD**

Adrian Zambrano *(he/him/his)*

Planner II - Village Planner

Phone: 602-534-6057

E-mail: adrian.zambrano@phoenix.gov

City of Phoenix

► Planning & Development Department

Planning Division, Long Range Planning

200 West Washington Street, 3rd Floor

Phoenix, AZ 85003

Mission: Planning, Development and Preservation for a Better Phoenix

From: Amanda McGowan <amanda@stetsonvalleyoa.com>

Sent: Sunday, November 9, 2025 5:31 PM

To: Adrian G Zambrano <adrian.zambrano@phoenix.gov>

Subject: 2024 maps & notices- Rezoning Case No. Z-139-24-1, General Plan Amendment (GPA) Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1

Hi Adrian,

I reviewed my records today and located the original documents our community members received in 2024 during meetings with our council representative and the developer's representative regarding the proposed Northpark development.

These materials clearly describe the area as **commercial and mixed-use**, with **no reference whatsoever to heavy industrial uses**—including the types of uses now being introduced at the last minute. It is understandable that no one in our neighborhood was aware such high-intensity industrial development was being considered.

Neither the map nor the accompanying documents indicate any allowance for the heavy industrial uses currently being proposed. This leads me to ask why the developer was not required to hold additional public meetings to disclose such a significant shift in land-use designations as part of the public process. Is it typical for changes of this scale to be introduced so late without broader community notification?

Finally, I respectfully request that these original documents be added to the case file under the opposition materials for the rezoning and General Plan Amendment.

Thank you,

-Amanda McGowan
SVOA Board President

After Hours Emergency: 1.800.274.3165

StetsonValleyOA.com [stetsonvalleyoa.com]

From: [Michael Gutmacher](#)
To: [Racelle Escolar](#); [Council District 1 PCC](#); [Adrian G Zambrano](#); [Sarah Stockham](#); [Claire Miller](#); [Jarod Rogers](#); [David Nielsen](#)
Subject: NorthPark Project
Date: Monday, November 10, 2025 10:28:39 AM

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Please vote No on the NorthPark Project. As a 68 year old Phoenix native I have watched with heartbreak what developers and their political bedfellows have done to our fragile desert. Phoenix has become uninhabitable already.

Thank you.

--

Michael Gutmacher
602-679-8610
Add Some Music To Your Day

From: [Brittany szemerei](#)
To: [PDD North Gateway VPC](#); [Adrian G Zambrano](#); [Council District 1 PCC](#); [sarah.stockholm@phoenix.gov](#); [Racelle Escobar](#); [Mayor Gallego](#)
Subject: Please Vote NO on the NorthPark Rezoning and TSMC Plant Expansion
Date: Tuesday, November 11, 2025 4:48:30 PM
Attachments: [mastrplan.pdf# ~ text=The Sonoran Preserve Master Plan sets forth,lands for the people who love them..pdf](#)

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Dear Mayor Gallego, North Park Village Planning Committee, and Council Members,

I am writing as a concerned resident to urge you to **deny the NorthPark rezoning (Cases Z-139-24-1, GPA-NG-1-24-1, and GPA-NG-2-24-1)** and to **reconsider approval of the nearby TSMC chip plant expansion**. Both projects present serious and unacceptable risks to our community, public health, and local environment.

1. Traffic and Safety Concerns

The traffic study used for NorthPark is based on outdated 2010 data and unrealistic assumptions about public transit and bike use. Our roads are already failing—especially at 55th Avenue and Stetson Valley Parkway—and the proposed 15,000 new homes would add roughly 160,000 daily trips to already congested streets. This will create gridlock, increase accidents, and make our neighborhoods unsafe for children walking or biking to school. It feels as though we are destroying our neighborhood to build a new behind us. I urge you to please drive 55th ave in our neighborhood for yourself in order to make an informed decision.

2. Destruction of the Desert Preserve and Wildlife Habitat

The rezoning would destroy hundreds of acres of natural preserve land that currently supports coyotes, owls, bobcats, a mountain lion, and other native desert wildlife. Once paved over, this ecosystem will never recover. These animals are part of what makes our community special and should not be sacrificed for overdevelopment. I would ask that we keep the area between the canal and Pyramid Peak as natural preserve land. This would not only leave some land for the animals but also keep the traffic from the North Park development more North. I urge you to stick more closely to the Master Plan for the Sonoran Preserve that is attached to this email.

3. Toxic and Environmental Risks from the TSMC Plant

The proposed semiconductor facility poses grave risks of toxic chemical exposure and groundwater contamination. Reports from Intel and other chip manufacturers have documented acid gas releases, hydrogen fluoride, and phosphine leaks that caused severe health effects for nearby residents and workers.

Even short-term exposure to these gases can cause serious respiratory damage, skin burns, and eye irritation. A larger release could be catastrophic. The proximity of this plant to homes, schools, and natural washes makes this an unacceptable risk.

4. Lack of Transparency and Oversight

The semiconductor industry has a history of lobbying to avoid full environmental review under NEPA. Residents deserve full transparency about the chemicals stored, used, and

released by TSMC and its suppliers. A comprehensive public health and environmental assessment must be completed before any further approvals are granted.

5. Quality of Life at Risk

Unchecked development will turn quiet neighborhood streets into cut-through routes for regional traffic, reducing property values, increasing commute times, and eroding the character of our community. Once this land is rezoned and built out, we can't undo the damage. As an Arizona native I have chosen to live out this way even while I worked in Downtown and Tempe in order to avoid the city life and it's crowded nature. Many of us out this way would like to keep the city feel out of our neighborhoods.

Please—deny this rezoning until there are guaranteed solutions for traffic, density reduction, and public health safety.

Our community is counting on you to protect our environment, wildlife, and residents from reckless development and industrial pollution.

Thank you for your time and for standing up for responsible, sustainable growth.

Sincerely,
Brittany Szemerei
5752 W Plum Rd. Phoenix, AZ 85083

From: [Danny Weiss](#)
To: [Joshua A Rogers](#); [Ann M O'Brien](#); [Council District 1 PCC](#); [Jim Waring](#); [Council District 2 PCC](#); [Council District 5 PCC](#); [Council District 6 PCC](#); [Kevin L Robinson](#); [Council District 3 PCC](#); [Debra W Stark](#); [Betty S Guardado](#); [Council District 7 PCC](#); [PDD North Gateway VPC](#); [Racelle Escobar](#); [Adrian G Zambrano](#); [Laura Pastor](#); [Council District 4](#); [Anna M Hernandez](#); [Kesha Hodge Washington](#); [Sarah Stockham](#); [Council District 8 PCC](#); [Mayor Gallego](#)
Cc: [Amanda McGowan](#); [Don Diehn](#)
Subject: Re: NorthPark PUD: Inconsistencies with the City of Phoenix General Plan (PlanPHX 2025)- Rezoning Case No. Z-139-24-1, (GPA) Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Tuesday, November 11, 2025 4:11:36 PM

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Subject: Request for Inclusion in Case File – Opposition to NorthPark Project

I respectfully request that the following statement be included in the official case file as a formal expression of opposition to the proposed NorthPark project.

I would like to bring to your attention a November 1, 2025 article published by Valley Vibe News regarding the NorthPark project:

<https://valleyvibenews.com/2025/11/tsmc-plans-3-more-chip-fabs-2-advanced-packing-facilities-an-rd-center/> [valleyvibenews.com]

It is deeply concerning that a 2021 site plan referenced in the article was never shared or disclosed during any public meetings held to date. The article further indicates that TSMC's intentions for the site go far beyond just office and R&D usage, and now encompass significant industrial development within the Industrial Corridor. This shift appears to reveal the original intent for a much more substantial industrial expansion adjacent to our community.

Furthermore, based on all available news coverage and rezoning documents, there remains no evidence that the specific 2021 site plan cited was ever made available to the public—either in this article or at any previous time. Its existence is only referenced, not actually published.

These circumstances raise serious concerns about both transparency and the appropriateness of such extensive industrial development near our residential area. Accordingly, I ask that this correspondence be included in the case file as opposition to the NorthPark project.

Sincerely,

Danny Weiss
HOA Board President
Inspiration at Stetson Valley
(623) 208-9270

On Tue, Oct 14, 2025 at 4:18 PM Danny Weiss <dannyinspirationhoaboard@gmail.com> wrote:

Joshua,

After further review of the traffic study, it appears that under the TIA's own projected volumes, queues from 55th & Stetson could extend far enough during peak periods to interfere with traffic flow on Chisum Trail — the entrance to the Inspiration at Stetson Valley gated community — unless additional storage or mitigation is provided.

The traffic study breaks down the number of vehicles expected to be stuck during peak hours and lists several possible concerns — frequent blockages, safety and emergency access challenges, increased crash risk, and access delays for deliveries and school buses.

I am personally requesting the City study this intersection further and explain how they plan to address the projected backups at 55th & Stetson Valley Parkway. If mitigation isn't feasible, they might need to consider a second access point; however, that seems potentially difficult, since we have only one way in and out of our community.

I am copying all recipients of my original email for visibility and to ensure that my email is included in the case file. Please include me in any meetings you might schedule with Amanda McGowan (HOA Board President for SVOA).

Thank you,

Danny Weiss
HOA Board President
Inspiration at Stetson Valley
(623) 208-9270

CITY OF PHOENIX

NOV 11 2025

**Planning & Development
Department**

November 11, 2025

North Gateway Village Planning Committee

3435 West Pinnacle Peak Road

Phoenix, AZ 85028

Opposition: Rezoning Case No. Z-139-24-1, General Plan

Amendment (GPA) Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1

Dear Planning Committee Members,

Unquestionably, the Sonoran Desert is beautiful and the reason many of us call Phoenix home. Sadly, our natural landscape is quickly vanishing under population demands. Now, the proposed NorthPark project will swallow up most of 6,357 acres of State Trust Land and reverse the original plan for open space and low density housing.

As a long-time property owner in Stetson Valley, we will be most impacted by Pulte and Tawain Semiconductor Manufacturing Company's (TSMC) Planned Unit Development (PUD) or rezone which will include high density housing and chip manufacturing just north of the Central Arizona Project CAP canal. This project will overwhelm our roads and neighborhood and turn it into a major corridor for all sorts of traffic, pollution, and other density issues. The developer's traffic studies are flawed and out-of-date. Already, our local surface roads have become increasingly unsafe and congested despite ongoing construction efforts.

In 2024, the start of the process, we attended the neighborhood meetings conducted informally by Pulte's attorney and representatives. We signed up for emails to inform us of development updates and received none. On October 6, 2025, we were informed of a joint decision by Pulte and TSMC to suddenly change their plans and place a fabrication plant south of Loop 303. (A mere three miles from pristine Deem Hills Recreation Area and existing homes). At the subsequent North Gateway Village Planning Committee, my spouse and I joined with my concerned neighbors in expressing our opposition to making changes to the zoning request. We were specifically against relocating the innovation corridor (aka: industrial zone) closer to the CAP canal and allowing a density per acre increase.

We understand the strategic importance of chip manufacturing in the United States and the economic boom it will bring to the area. Yes, much more housing is required. However, we need sustainable, smart growth which properly considers preexisting neighborhoods and the

natural beauty of the surrounding area. Let's not permanently alter this scarce desert environment with lush vegetation, unique rock formations, and numerous peaks beyond recognition. Even if it cannot be fully preserved it can be honored as a legacy and become a beautiful part of our community in North Phoenix.

Please consider our plea and Vote NO on the current PUD proposal!

Sincerely,

Michael Lopez and family

From: [Nicole Talbott](#)
To: [PDD North Gateway VPC](#)
Subject: Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Tuesday, November 11, 2025 12:20:43 PM

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As a homeowner in North Phoenix, I strongly oppose the proposed rezoning for NorthPark, Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1. This project represents overdevelopment that will severely harm our community.

Key concerns include:

1. Flawed traffic study – The analysis assumes 20% of trips stay inside the community, far above the 5–10% recommended by City guidelines. This underestimates the true number of cars on our roads.
2. Outdated comparisons – The study relies on traffic data from Anthem (2010–2012), which is not reflective of today's congestion, travel patterns, or growth.
3. Failing intersections – Critical intersections are projected to fail with long delays and safety risks.
4. Child safety – With thousands of additional vehicles on Stetson Valley Parkway, children will not be able to cross safely to schools, parks, or friends' homes. This threatens the walkability and livability of our neighborhood.
5. Semi-truck cut-throughs – By opening Stetson Valley Parkway as a north-south corridor, semi-trucks will be allowed to cut through what is currently a residential street. This is not acceptable in a family-oriented neighborhood — semi-trucks should be prohibited from utilizing this neighborhood road.
6. Unfunded mitigations – The study assumes roadway improvements by 2050 that are neither funded nor guaranteed. In reality, residents would face years of gridlock before relief ever comes.
7. Excessive density – Increasing from 1 home per acre to nearly 5 homes per acre will generate over 160,000 daily vehicle trips, overwhelming neighborhood streets, arterials, and freeways. This density does not fit the character of our community.
8. Industrial uses disguised as “innovation” – Residents are deeply concerned about the inclusion of a microchip manufacturing plant or similar heavy industrial use within this project. Calling this an “innovation corridor” is misleading — it masks the fact that these are industrial operations, not compatible with nearby residential neighborhoods.
9. Environmental and quality-of-life impacts – Microchip fabrication facilities are extremely resource-intensive. They consume vast amounts of water and electricity, use hazardous chemicals, and generate airborne and wastewater pollutants. Additionally, they operate 24 hours a day, creating constant noise, lighting, and vibration impacts that are incompatible with residential living.
10. Inappropriate location for industrial activity – Industrial facilities should be sited in

properly zoned, buffered areas with existing infrastructure to support their energy and water demands — not adjacent to homes, schools, and parks. Allowing such uses here would irreversibly alter the character, safety, and livability of our community.

I urge you to deny this rezoning request. At a minimum, the project should be significantly reduced in scale and exclude all industrial or manufacturing uses until traffic, safety, and environmental concerns are fully addressed.

Please protect our community from reckless overdevelopment and incompatible industrial expansion.

Nicole Talbott
North Canyon Ranch Resident

From: [Amanda McGowan](#)
To: [Derrick C Rochwalik](#)
Cc: [Council District 1 PCC](#); [Ann M O'Brien](#); [Adrian G Zambrano](#)
Subject: Follow Up Question & ASLD Meeting- Rezoning Case No. Z-139-24-1, (GPA) Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Wednesday, November 12, 2025 8:01:29 AM
Attachments: [TSMC developer agreement.pdf](#)

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Hi Ann/Derrick,

In our recent meeting with you, you mentioned that in Phoenix, developers- not taxpayers- pay for infrastructure. However, according to the attached developer agreement with TSMC, City Council committed to spending \$205 million of taxpayer funding on infrastructure for the company. We've also been told this commitment is in addition to significant state and federal subsidies.

We asked the city whether the gravity sewer recently installed under 51st Avenue through our community was part of the \$205 million commitment or an additional expense beyond that amount, but we have not received a response. I hope you can understand why it's concerning to hear the Streets Department say they will essentially figure out who will pay later for infrastructure labeled as a "shared" cost or "paid for by others" in the traffic study. This uncertainty is especially troubling given what you shared about NDAs being signed, and the proposed industrial uses not being disclosed to the public- or apparently even to you- until very recently.

Are you able to clarify whether the gravity sewer is part of an additional agreement to construct infrastructure for TSMC or included within the original \$205 million commitment?

We also appreciate your offer to arrange a meeting with the Arizona State Land Department so that we can better understand why you believe there is no other option for protecting the Sonoran Preserve- not just the hilltops, but the flat areas where residents recreate and care deeply for the land the developer's representative has referred to as trash in public meetings. We would like to understand why you feel heavy industrial activity must be placed adjacent to land that City Council designated for protection in 1998, particularly given the semiconductor industry's history of contamination and TSMC's recent record of fatal accidents and citations from ADOSH.

I've copied Adrian Zambrano on this email, as I would like this message to be included in the public record as opposition to Rezoning Case No. Z-139-24-1 and General Plan Amendment Case Nos. GPA-NG-1-24-1 and GPA-NG-2-24-1. Our community has worked tirelessly to stay informed about this project- even reaching out to your offices as far back as 2023. Residents feel deeply misled by early advertisements promising an "Arcadia-like" development, only to now learn- through the media, not public meetings- that a data center and three fabs are planned for this land if the rezoning is approved.

We implore you to vote against rezoning for industrial uses and to encourage the rest of City Council to do the same.

Thank you,

-Amanda McGowan
SVOA Board President

After Hours Emergency: 1.800.274.3165
StetsonValleyOA.com [stetsonvalleyoa.com]

kka401760001devagr-60-1-1--
Garcia

WHEN RECORDED, RETURN TO:

Thomas G. Stack, Esq.
City of Phoenix
200 West Washington Street
Suite 1300
Phoenix, AZ 85003

DEVELOPMENT AGREEMENT

City Contract No. 154048--0

This Development Agreement (“**Agreement**”) is entered into as of the 31st day of March, 2021 (the “**Effective Date**”), by and between the CITY OF PHOENIX, Arizona, an Arizona municipal corporation (which, together with any successor, public body or officer hereafter designated by or pursuant to law, is hereinafter referred to as “**City**”), and TSMC Arizona Corporation, an Arizona corporation, together with its permitted successors and assigns, is hereinafter referred to as “**Owner**”) (each a “**Party**” and collectively the “**Parties**”).

RECITALS

A. The Parties hereto acknowledge that this Agreement constitutes a “Development Agreement” within the meaning of Arizona Revised Statutes, Section 9-500.05, and that, in accordance therewith, it shall be recorded against the interest of Owner in the Site, as defined in Recital B below, in the Office of the Maricopa County Recorder to give notice to all persons of its existence.

B. The Owner intends to develop an advanced semiconductor FAB (the “**Initial Project**” or “**Project**”) consisting of approximately 4.5 million total square feet planned to be located on approximately 300 acres, situated within a campus of approximately 1,050 acres of land generally located south of the future Dove Valley Road alignment, north of Loop 303 and bounded on the west by Deadman’s Wash and on the east by the future 43rd Avenue alignment in North Phoenix (the “**Property**” or “**Phoenix Semiconductor Campus**”). The Property is legally described on Exhibit A-1 and depicted on Exhibit A-2. Owner will own the Property, or have possessory interest, or hold equitable title to the Property with the option to obtain fee title interest

(the “**Purchase Option**”). Owner’s total spending on the Project, including capital expenditure, will be approximately \$12 billion through 2029. The City recognizes that the type of wafer fabrication technology manufactured on the Property may change based on customer demand, but that the initial manufacturing is expected to be 5-nanometer technology.

C. As part of the new Phoenix Semiconductor Campus, Owner will hire an estimated 1,900 new permanent jobs at the Property, which is expected to open in 2024. To accommodate for this significant investment and new jobs, additional public infrastructure is required to serve the Property and bring new employees and technology development to the area. The City acknowledges and agrees that the estimate of 1,900 jobs and a total spending, including capital expenditures of \$12 billion dollars through 2029 is a program model estimate only, and this Development Agreement is not contingent upon the total job creation or the total spending. However, the City’s infrastructure investment is contingent on Owner’s spending \$6 billion dollars on the Initial Project (the “**Minimum Project Improvements**”) with a minimum of 1,000 new jobs. City also acknowledges that the estimated 1,900 jobs will be new to the State of Arizona, but Owner may relocate some existing employees from other locations to ensure continuity of product development, management and training.

D. The City desires to obtain those public benefits that will accrue from growth and development within the Property and surrounding area, as well as the construction of public infrastructure improvements. Such benefits include the creation of jobs, stimulation of economic development in the City, and generation of substantial additional tax revenues, all of which will contribute to the improvement or enhancement of the economic welfare of the inhabitants of the City of Phoenix.

E. Authorization to enter into this Agreement was adopted by the City Council on November 18, 2020, pursuant to Ordinance S-47129, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, it is understood and agreed by the Parties hereto as follows:

1. **Recitals.** The recitals and attached exhibits set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

2. **City Representations.**

2.1 **City Acting in Economic Development Capacity Only.** Owner acknowledges and agrees that the obligations, approvals, and other actions by the City under this Agreement are the exercise of the City’s economic development powers, and not as a municipality exercising regulatory powers. The Owner still must comply with land use regulations, codes and laws affecting the acquisition, ownership, use, improvement and development of property, and the vacation and abandonment of public rights-of-way and easements. Nothing in this Agreement constitutes an exemption or grant of a variance from applicable codes and laws. Subject to

applicable state and local laws and regulations, the City will work with the Owner to expedite all required City permitting and to provide reasonable assistance to the Owner with all aspects of this permitting and other approvals or permitting necessary for the Project, including any Federal Emergency Management Agency (“FEMA”) or other approvals that are required for storm water drainage to be built for the Project. Owner acknowledges, however, that nothing in this Agreement constitutes an approval in the City’s regulatory capacity, and that Owner is responsible for obtaining all required permitting for the Project.

2.2 **City Council Requirement.** The City and Owner acknowledge that, notwithstanding any language of this Agreement or any subsequent additional document, no act, requirement, payment or other agreed-upon action to be done or performed by the City which would, under any federal, state or city constitution, statute, charter provision, ordinance or regulation, require formal action, approval or concurrence by the City Council, will be required to be done or performed by the City—other than that authorized by Ordinance S-47129—unless and until said formal City Council action has been taken and completed in accordance with all applicable laws. This Agreement in no way acquiesces to or obligates the City to perform a legislative act or take any action in violation of A.R.S. Sections 42-17101 through 42-17110.

3. **Owner Representations.**

3.1 Owner is a corporation, duly formed and validly existing under the laws of the State of Arizona, and authorized to transact business in Arizona. Owner has full power and authority to enter into this Agreement, and the execution, delivery, and consummation of this Agreement by the Owner have been duly authorized.

3.2 The execution, delivery and consummation of this Agreement by the Owner is not prohibited by and does not conflict with any other agreements or instruments to which the Owner is a party or is otherwise subject.

3.3 Owner has received no notice as of the date of this Agreement asserting any noncompliance in any material respect by the Owner with applicable statutes, rules and regulations of the United States of America, the State of Arizona, the City, or of any other country, state, municipality or agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement, and the Owner is not in default with respect to any judgment, order, injunction, or decree of any court, administrative agency, or other governmental authority in any respect material to the transactions contemplated in and by this Agreement.

4. **Owner Construction of the Project.**

4.1 Owner proposes to construct or cause to be constructed, the Project, which will be located on a portion of the Property shown on Exhibit A-1. The construction plans and specifications for the Project submitted for the construction permits as may be modified during construction from time to time is referred to herein as the “**Plan**”. The Plan may be amended by the Owner as long as the Plan remains consistent with the description of the Initial Project, and satisfies the Minimum Project Improvements as defined in Recital C.

4.2 The Parties acknowledge and agree that Owner's commencement of construction of the Project is based on the following factors at the Owner's discretion (the "**Preconditions**"):

- a. Owner obtaining federal grants from the U.S. government anticipated by the Owner;
- b. Owner complying with any mitigation conditions imposed or required, if any, by the Committee on Foreign Investment in the United States;
- c. Owner receiving grants from the State of Arizona anticipated by the Owner;
- d. Owner receiving consent from the State of Arizona to purchase the Property or construct the Project; and
- e. Owner obtaining a patent through a document by which the State of Arizona originally transfers title to the Property to the Owner.

If the Owner does not accomplish, obtain or receive any of the above releases, and it is not waived, by the Owner in the Construction Commencement Notice, as provided in Section 4.3 below, then both (i) the Owner is released from its obligation to start and/or complete the Minimum Project Improvements and any obligations flowing therefrom and Owner shall be entitled to the return to it of any amounts held under the Escrow Agreement and the Guaranty shall be void, and (ii) the City is released from any obligations under the Agreement, including but not limited to any obligations to construct the Public Infrastructure Improvements

4.3 The Owner will provide notice to the City as soon as reasonably possible when these Preconditions are met or waived to Owner's satisfaction, in its sole discretion, along with the Guaranty detailed in Section 4.6(d) below (the "**Construction Commencement Notice**"). Along with the Construction Commencement Notice, Owner will coordinate with the City to ensure compliance and provide documentation required under A.R.S. § 42-5032.02 ("**Title 42 Program**") with respect to Property only and all other documentation needed by law for the City to obtain reimbursement of a portion of the City's costs for the Public Infrastructure Improvements. Owner shall have no obligation to construct the Project, and the City will have no obligation to construct the Public Infrastructure Improvements, until the Owner provides such Construction Commencement Notice to the City. The date the City receives the Construction Commencement Notice shall be considered Owner's **Construction Commencement Date**. Owner must provide the Construction Commencement Notice by no later than April 1, 2021, in order for the City to meet the Public Infrastructure Improvement construction deadlines detailed in this Agreement. In the event Owner cannot meet this deadline, the Parties will discuss an extension and use best efforts to reach a mutually acceptable agreement for the terms of said extension. The City's obligations will be deferred for this period of delay.

4.4 Within five years (5) from the execution of the Agreement (the "**Five Year Period**") subject to Force Majeure Events and the Grace Period (each as hereinafter defined), Owner shall complete construction of the Project pursuant to the Plan and satisfying the Minimum

Project Improvements (“**Construction Completion Date**”), which shall include at least one semiconductor manufacturing facility, having paid its applicable fees relating to the construction and occupancy of the building(s), and obtain the final certificate of occupancy for the semiconductor manufacturing facility (the “**Certificate of Occupancy**”). The Owner shall have the right to extend the Five-Year Period for two (2) additional years to meet the Construction Completion Date, (the “**Grace Period**”).

4.5 Owner acknowledges that the City does not control the private utilities or their submissions to the City for construction. Owner will need to secure contracts with all private utilities for service. City will act as a coordinator of the private utilities during the plan review and construction phase, in conjunction with the public infrastructure.

4.6 Owner will design and construct the Project in general conformance to the description of the Plan. Owner may make reasonable modifications to the Plan over time; provided, however, that the Plan must satisfy the Minimum Project Improvements. If Owner does not timely meet the Construction Completion Date within the Five Year Period, plus the Grace Period and any extension due to Force Majeure Events (characterized as “**Timely**”), the Parties may terminate the Development Agreement, with no obligation to build the Project or Public Infrastructure Improvements, except for Owner’s liability for damages to the City as follows:

a. If Owner notifies the City in writing that Owner will not construct the Project prior to the Owner beginning construction of the Project, Owner may terminate this Agreement with no liability to the City including no liability for the design costs and related expenses.

b. Once designs are complete, City will notify Owner of the schedule to begin construction of Phase 1, attached on Exhibit D and as defined in Section 6 below, of Public Infrastructure Improvements to meet the timelines identified in Section 5, and request Owner’s approval to start work on each phase. Owner shall provide certain guaranty and escrow amounts (discussed below) for use by City if Owner fails to construct the Minimum Project Improvements. City may only access any guaranty and/or escrow amounts if Owner fails to construct the Minimum Project Improvements as called for in this Agreement, to cover the City’s costs in construction of Project Infrastructure Improvements for the phases approved by Owner. Any guaranty and/or escrow amounts shall not be used to reimburse City for design costs referenced in Section 5, and Owner’s liability to the City for costs shall be reduced by impact fees, and/or the City’s portion of construction sales taxes paid to the City by the Owner in connection with the Project.

c. Once the Owner has Timely completed the Minimum Project Improvements, and starts manufacturing semiconductor wafers (which shall be deemed satisfied by Owner starting manufacturing of a first engineering wafer of 5-nanometer technology or other advanced technology node as determined by Owner (the “**First Engineering Wafer**”)) at the Property, Owner shall be relieved of all liability under the Development Agreement, any guaranty and/or escrow document or agreement and shall have no further liability to the City under the Development Agreement. If Owner has not met the Minimum Project Improvements within the Five Year Period, plus the Grace Period and any extension due to Force Majeure Events and City collects on Owner’s liability under this section, City will reimburse Owner for the proportional

cost of any money collected from future developers of the region that relates to the Public Infrastructure Improvements and from any funds received by City for the Title 42 Program, unless those monies are not subject to repayment, necessary to offset Owner's liability for the City's costs of the Public Infrastructure Improvements, or necessary to build additional public infrastructure improvements in the region. This reimbursement obligation shall expire five years from the date City collects on the Owner's liability.

d. Owner acknowledges that City is agreeing to construct the Public Infrastructure Improvements under this Agreement based on Owner's agreement to construct the Minimum Project Improvements. Prior to the City incurring any obligation to begin the construction of the Public Infrastructure Improvements, Owner must enter into an escrow agreement ("**Escrow Agreement**") at Wells Fargo Bank, N.A. or another bank with a local office in the Phoenix metro area approved by the City ("**Escrow Bank**"), in a form approved by the City. Under the Escrow Agreement, Owner must deposit fifty million dollars (\$50,000,000) into an interest-bearing escrow account ("**Escrowed Funds**"). If Owner Timely completes the Minimum Project Improvements under the Agreement and starts manufacturing a First Engineering Wafer at the Property, the Parties shall promptly deliver to Escrow Bank a written notice stating that Escrow Bank shall release the Escrowed Funds and any interest to Owner. If the City fails to timely complete the Minimum Public Infrastructure Improvements, for any reason other than the Owner's breach of this Agreement, Owner's delays, or Force Majeure Events, then the Parties shall proceed with the procedures set out in Section 6.12. The Escrowed Funds shall be released to the City if: (i) Owner does not Timely complete the Minimum Project Improvements and start manufacturing a First Engineering Wafer at the Property in a reasonable amount of time after the completion of the Minimum Project Improvements except if such failure to complete is a result of the City's failure to timely complete the Minimum Public Infrastructure Improvements; (ii) City determines in its reasonable discretion that Owner is insolvent or cannot satisfy its obligations under the Agreement; or (iii) Owner provides written notice to City that Owner will not Timely complete the Minimum Project Improvements, except if providing such notice is due to the City's failure to timely complete the Minimum Public Infrastructure Improvements (for any reason other than the Owner's breach of this Agreement, Owner's delays, or Force Majeure Events). In addition to the Escrowed Funds, prior to the City incurring any obligation to begin the construction of the Public Infrastructure Improvements, Owner shall provide a corporate guaranty in the amount of one hundred fifty-five million dollars (\$155,000,000), in the form attached hereto as Exhibit E ("**Guaranty**"). City may collect upon the Guaranty if any of the following occur: (x) Owner does not Timely complete the Minimum Project Improvements and start manufacturing a First Engineering Wafer at the Property in a reasonable amount of time after the completion of the Minimum Project Improvements except where such failure to complete is a result of the City's failure to timely complete the Minimum Public Infrastructure Improvements (for any reason other than the Owner's breach of this Agreement, Owner's delays, or Force Majeure Events); (y) City determines in its reasonable discretion that Owner is insolvent or cannot satisfy its obligations under the Agreement; or (z) Owner provides written notice to the City that Owner will not complete the Minimum Project Improvements, except if providing such notice is due to the City's failure to timely complete the Minimum Public Infrastructure Improvements (for any reason other than the Owner's breach of this Agreement, Owner's delays, or Force Majeure Events). The Guaranty shall remain in place and be terminated when Owner has completed the Minimum Project Improvements and starts manufacturing a First Engineering Wafer at the Property or the

Parties agree otherwise.

e. If Owner has materially defaulted and the City collects and receives the Escrowed Funds or funds from the Guaranty, the City shall apply those recovered funds to the City's costs relating to the Public Infrastructure Improvements, and reduce Owner's liability to the City under the Agreement. If Owner provides written notice to the City that Owner will not complete the Minimum Project Improvements, City will use commercially reasonable efforts to stop current work on the Public Infrastructure Improvements; provided, however, that the City in its reasonable discretion may complete work on Public Infrastructure Improvements that are in progress. Owner shall have no liability for any Public Infrastructure Improvement expenses above seventy-five million dollars (\$75,000,000) for the Guaranty ("**Minimum Guaranty Amount**") and the \$50,000,000 under the Escrow Agreement, unless the City actually incurred those expenses. For avoidance of doubt, City expenses may also include City staff time relating to the Public Infrastructure Improvements but not overhead expenses or office operating expenses. To the extent the City collects and receives Escrowed Funds or funds from the Guaranty in excess of the expenses incurred by the City relating to the Public Infrastructure Improvements, City agrees to apply any excess funds towards public infrastructure improvements that promote the development of the Property and surrounding area.

5. City Construction of Public Infrastructure Improvements; Construction Prerequisites. In connection with Owner's development of the Property, after satisfaction of the Public Infrastructure Prerequisites identified below, City agrees to design and construct the Public Infrastructure Improvements identified in Section 6 of this Agreement. The City's obligation to design and construct the Public Infrastructure Improvements is expressly subject to the following terms and conditions (collectively, the "**Construction Prerequisites**"):

5.1 Owner submits the Construction Commencement Notice.

5.2 Owner obtains all necessary dedications for the installation of the Public Infrastructure Improvements, and the dedications are accepted by the City. In obtaining the necessary dedications, Owner must also provide the City with current Phase 1 environmental assessments and any other necessary documentation requested by the City for it to accept the dedicated land.

Subject to the provisions of Section 28 (Force Majeure), if Owner fails to satisfy any one of the foregoing conditions set forth in Section 4.4 within five years of the Effective Date plus the Grace Period and any extension due to Force Majeure then the City shall have no further obligation to construct the Public Infrastructure Improvements under this Agreement.

6. Public Infrastructure Improvements. Subject to the Owner's timely submittal of the Construction Commencement Notice, Owner's delay under its Grace Period, Force Majeure Events, or other delays by the Owner in connection with the construction of the Project or the approvals discussed above, and further subject to any Force Majeure Events, the City shall timely construct and install, or cause to be timely constructed and installed, certain public improvements and certain community improvements described below and as further shown on Exhibit C attached hereto (collectively, the "**Public Infrastructure Improvements**"), in each case in amounts

adequate to serve the Project's needs according to the Plan in consultation with Owner, in a total amount not to exceed two hundred five million dollars (\$205,000,000) in City costs (collectively, the "**Public Infrastructure Improvement Cost Cap**"). The Public Infrastructure Improvements will include at least the items designated as Minimum Public Infrastructure Improvements in Exhibit C. In the event the Owner does not complete the Project according to the Plan by the Construction Completion Date plus the Grace Period and any extension due to Force Majeure Events, the City will not be obligated to complete the Public Infrastructure Improvements. The City and Owner will collaborate and identify specific Public Infrastructure Improvements, in an amount not to exceed Public Infrastructure Improvement Cost Cap which shall be completed by the City in a phased fashion (the "**Public Infrastructure Improvement Phasing Schedule**"), with the Public Infrastructure Improvements completed no later than April 1, 2022, subject to the Owner's timely submittal of the Construction Commencement Notice. Owner's delay under its Grace Period, Force Majeure Events or other delays by the Owner in connection with the construction of the Project or the approvals discussed above, and further subject to any Force Majeure Events. In the event of the above delays, the City and Owner shall collaborate on a new schedule for the Public Infrastructure Improvements, mutually agreeable to both Parties in their reasonable discretion.

6.1 Arterial streets, including, without limitation, excavation and site work, surveying, engineering, design, permitting, bonding, construction, inspections, traffic management; water; wastewater; drainage storm water management relating solely to the Public Infrastructure Improvements; and safety/emergency services. These Public Infrastructure Improvements must be built in compliance with the requirements of any Purchase Option. These improvements will include, but are not limited to, street, curb, gutter, sidewalks, landscaping and streetlights as further described in Exhibit C.

6.2 The Public Infrastructure Improvements will also include coordination of required storm water drainage infrastructure with all necessary parties, between the Public Infrastructure Improvements and private development, including maintenance access ramps. City and Owner agree to work together to ensure coordination of storm water drainage infrastructure between the Public Infrastructure Improvements and Phase 1 development by Owner. The City will construct storm water drainage infrastructure for the Public Infrastructure Improvements, which may consist of culvert and pipe systems to move storm water underneath streets in the water's natural flow. Owner, at its expense, will construct a drainage channel on the north side of Dove Valley Road that will direct the flow of drainage west to Deadman's Wash. The City, at its expense, will construct a temporary storm water solution along the eastern boundary of 43rd Avenue, south of Dove Valley, which will direct the flow of drainage south to the southern boundary of the Property. Owner shall design the drainage channel along the southern boundary of its property to allow for the drainage to continue to Deadman's Wash, in accordance with the design approved by the Federal Emergency Management Agency, or if Owner receives the approval of the Arizona Department of Transportation, the Arizona Department of Transportation's drainage system. City may also construct, at its expense, a temporary retention basin to be located generally in the area of the northeast corner of Dove Valley and 43rd Avenue, to help mitigate the overall drainage of the Property. Both Owner and City understand that these drainage solutions are temporary and may be replaced in the future as development continues in the surrounding area.

6.3 Based on separate contracts agreed to and executed between the Owner and the private utilities, of which the City is not a party nor has any financial obligation, the City will provide Owner assistance in coordinating the planning and construction of the private utilities including telecommunications and natural gas.

6.4 The City will provide reasonable access to the Owner for the Owner to provide an all-weather surface for temporary access to the Project during the construction of the permanent site infrastructure. The arterial streets will be installed and made operational by the City. Any necessary street location modifications requested by the Owner will be handled in an expeditious manner, provided, however, that any requested modification may delay the operational date of the streets.

6.5 The City agrees to expeditiously design and construct two necessary traffic signals, one to be located at the intersection of Dove Valley Road and 43rd Avenue, and one as identified in a traffic impact analysis conducted by the Owner and reviewed and approved by the City (“**Signals**”). These Signals will be installed and operational prior to the Construction Completion Date of the Project.

6.6 The City agrees to construct new regional Public Water Infrastructure Improvements to service the Project according to the Plan and the surrounding area as described in Exhibit C. The Owner will be required to install private connections with the Public Water Infrastructure Improvements, at Owner’s expense. Public water infrastructure must be adequate to meet the demands of the Project according to the Plan and have the capacity to supply an average of 4.75 million gallons per day (“**MGD**”) with a max of 5.7 MGD in the Project and an average of 9.5 MGD with a max of 11.4 MGD at Phase 2 buildout (as applicable).

6.7 The City agrees to construct new regional Public Wastewater Infrastructure Improvements (as more fully described in Exhibit C, sufficient to serve the Project according to the Plan and any surrounding area located in a master use development or public use development, if applicable. The Owner will be required to connect to the city the Public Wastewater Infrastructure Improvements at the Owner’s expense.

(a) Public Wastewater Infrastructure Improvements must be adequate to meet the demands of the Plan and meet an average sewer flow of 3.8 MGD and a peak of 4.56 MGD in the initial phase and an average of 7.6 MGD and a max of 9.12 MGD at phase 2 buildout (as applicable).

(b) As a part of the new regional Public Wastewater Infrastructure Improvements the City agrees to construct, at the City’s cost, subject to the Owner’s consent, a lift station on up to a 10.3 acre lot on the Site, located at the northwest corner of 51st Avenue and the Arizona State Route 303 to be dedicated by Owner to the City pursuant to Section 7 below. If the City determines that additional land is required, it shall be purchased at the same cost paid by TSMC Arizona. The lift station will be at a location and design that will minimize the visibility from the road as much as reasonably possible. The City will utilize fencing and landscaping around the lift station.

6.8 Related to the infrastructure items listed in Section 5 above, the City

reserves the future rights to seek reimbursement for these Public Infrastructure Improvements from future owners or developers (other than the Owner's affiliates or assignees) of land adjacent to the Project, for their proportional cost of roadway frontage improvements, traffic signal improvements, storm water drainage infrastructure that would otherwise be built and funded by those future owners or developers.

6.9 For the avoidance of doubt, the Owner remains responsible for ensuring that the Plan complies with industrial wastewater pre-treatment requirements as required by all local and state applicable laws and the City of Phoenix Water Services Department for this Plan at the Owner's expense.

6.10 The City acknowledges and agrees that the Owner has no obligation or responsibility or liability whatsoever with respect to the design or quality of the construction of the Public Infrastructure Improvements.

6.11 The City agrees that impact fees assessed on the Project do not include any fees relating to the Public Infrastructure Improvements that will be constructed as part of the Project described in 6.1 through 6.9 that is necessary to serve the Project. The Owner acknowledges that development impact fees, including development impact fees charged for street, water, and wastewater facilities (that are not Public Infrastructure Improvements) will be assessed on all phases of development of the Project in accordance with applicable impact fee law. The City retains the right to use qualifying impact fees, including impact fees assessed on the Owner's subsequent phases of development, to fund that portion of Public Infrastructure Improvements that is above and beyond the capacity necessary to serve the Owner's initial phase of development.

6.12 The City has agreed to perform certain Public Infrastructure Improvements, the performance of which are a material obligation under this Agreement and upon which the Owner is reliant. The Parties acknowledge that the Minimum Public Infrastructure Improvements are necessary for the Owner to complete the Minimum Project Improvements, and failure by the City to complete the Minimum Public Infrastructure Improvements (for any reason other than the Owner's breach of this Agreement, Owner's delays, or Force Majeure Events) will result in Owner's failure to complete the Minimum Project Improvements. If the City reasonably believes the Public Infrastructure Improvements as detailed in Exhibit C cannot be completed within the Public Infrastructure Improvement Cost Cap or in compliance with the specifications set forth in Exhibit C, it shall notify the Owner within ten (10) business days after such knowledge, the City may commence or continue with the Minimum Public Infrastructure Improvements, and the Parties shall negotiate in good faith any additional Public Infrastructure Improvements agreed to by the Parties, if any, that the City believes can be completed within the Public Infrastructure Improvement Cost Cap, which shall be completed in accordance with the timetable set forth in the Section 6 preamble. If the City fails to timely complete the Minimum Public Infrastructure Improvements for any reason other than the Owner's breach of this Agreement, Owner's delays, or Force Majeure Events, after notice to the City and City's right to cure or object under Section 25, Owner shall be excused from construction of the Minimum Project Improvements pursuant to the requirements set forth in Sections 4 and 6 and the City shall jointly with the Owner promptly deliver to Escrow Bank a written notice stating that the Escrow Bank shall release the Escrowed Funds and interest to Owner, and the Owner and the City shall terminate the Guaranty. Additionally, Owner may, in its sole and reasonable option and after written notice to the City,

perform such Minimum Public Infrastructure Improvements and the agreed to additional Public Infrastructure Improvements described above, if any, that the City has failed to perform and obtain reimbursement for those improvements from the City for the costs incurred by the Owner for said work and for any related damages incurred by the Owner; provided, however, that Owner must comply with all applicable laws in doing so, including but not limited to Title 34 of the Arizona Revised Statutes. Alternatively and/or additionally, the Owner, in its reasonable discretion, may declare the City in default if the City fails to timely complete the Minimum Public Infrastructure Improvement work and the agreed upon additional Public Infrastructure Improvements, if any, other than as a result of Owner's breach, Owner's delays, or Force Majeure Events— and proceed to enforce the Owner's rights under the default termination clause of this Agreement and/or obtain from the City specific performance of the City's obligations under this Agreement and any related damages.

7. Property Dedications. In order to construct the Public Infrastructure Improvements in accordance with the terms of Section 5 of this Agreement, Owner shall dedicate any of its properties and easements on the Property to the extent needed for the Public Infrastructure Improvements. For avoidance of doubt, the City's costs in obtaining any of these properties and easements count towards the Public Infrastructure Improvement Cost Cap.

7.1 Dedications and easements shall include properties for the installation of the arterial streets (reference City's arterial street detail), traffic signals, storm water drainage infrastructure, water lines, sewer lines, lift station and any other areas necessary for the maintenance of the streets, storm water drainage infrastructure, water lines, sewer lines, lift station and traffic signals, when warranted, as long as the properties and easements requested to be dedicated do not interfere with or adversely affect the Project according to the Plan or its construction as determined by the Owner in its sole discretion ("**Dedications and Easements**"); provided, however, for any refusal or delay in Owner dedicating the City's requested Dedications and Easements that causes a delay or inhibits the City's ability to construct the Public Infrastructure Improvements, the City shall not be considered in breach of the Development Agreement to the extent caused by such refusal or delay by Owner.

7.2 Owner shall also provide, at no cost to the City, any temporary construction easements or other license agreements necessary to construct the Public Infrastructure Improvements as long as such easements or license agreements do not interfere with or adversely affect the Project according to the Plan or its construction as determined by the Owner in its sole discretion; provided, however, that any delay or refusal to provide such temporary construction easement that causes a delay or inhibits the City's ability to construct the Public Infrastructure Improvements, the City shall not be considered in breach of the Development Agreement to the extent caused by such refusal or delay by Owner.

7.3 Prior to commencement of construction by the City of the Public Infrastructure Improvements, the City agrees to pay the Owner for any Dedications and Easements needed to construct the public infrastructure identified in this Agreement, except for the temporary construction easements previously outlined above. Owner shall offer the required property to the City at a price per square foot that is not greater than the initial price paid by the Owner for acquisition of the property. Notwithstanding the above, the City will buy from the Owner the offsite rights-of-way (the ROW) as set forth in the purchase conveyance documents by which the

Owner obtains the Purchase Option at the full appraised value of the ROW and as paid by the Owner at the initial sale of the land which sale shall not exceed 12 months from the date of the Auction No. 53-121524 (the “**Auction**”); provided, however, that City shall not be obligated to complete the sale if Owner has not submitted the Construction Commencement Notice. The City shall accept the dedications of public right-of-way upon submittal of a Phase 1 environmental assessment declaration dated within 180 days prior to the acceptance date, and any other customary and reasonable conditions that the City requires in similar projects for acceptance of public rights-of-way.

7.4 The City will operate and maintain the Public Infrastructure Improvements and right-of-way as the public improvements of the City at the City’s cost. The City will be responsible for all repairs needed to the Public Infrastructure Improvements, which shall be completed in an efficient and timely manner in accordance with commercially reasonable standards and the City’s own standards.

7.5 To the extent there is a small remnant parcel of land outside and adjacent to the border of the site and bounded by public dedicated arterial roads (an “**Orphaned Parcel**”) at the Owner’s request, the City will endeavor to promptly acquire or obtain rights to use such Orphaned Parcel, provided that the Arizona State Land Department appraises the Orphaned Parcel as an open space. If acquired by the City, the City will convert the Orphaned Parcel to a public right-of-way or open space. If the City purchases an Orphaned Parcel, Owner shall have both the right to purchase or otherwise acquire from the City the Orphaned Parcel and a right of first refusal to purchase the Orphaned Parcel for either the amount paid by the City for the Orphaned Parcel or the current fair market value of the Orphaned Parcel, whichever is greater. The Orphaned Parcel will be used as a land buffer and no construction will take place on the Orphaned Parcel unless agreed to by the Owner, or unless Owner buys the Orphaned Parcel at auction.

7.6 In the event of a relocation of a ROW, to the extent such relocation is a result of Owner’s actions or failure to act, Owner shall be solely responsible for the costs and expenses associated therewith, including the fair market value of any additional acreage required in connection with such relocation. If a relocation of a ROW is the result of the City’s actions or failure to act, the City shall be solely responsible for all costs and expenses associated therewith, including the fair market value of any additional acreage required in connection with such relocation. If the relocation of a ROW is the result of the State’s actions or failure to act, or due to a change in the State’s requirements for the Public Infrastructure Improvements, the City and Owner shall meet and confer to determine the allocation for the costs and expenses associated therewith, subject to the City’s Public Infrastructure Improvement Cost Cap.

8. **Dedicated Planning and Inspections Team.** City shall provide a professional team dedicated to the Project according to the Plan to ensure responsiveness to questions and speed of the administrative or regulatory reviews or inspections done by the City of Phoenix, in connection with all applicable laws, regulations, and ordinances over the development (the “**Plan Review and Inspections**”).

8.1 Each member of the team must be an employee of the City having successfully gone through the City’s background check and insured by the City.

8.2 A written list of the team members and titles will be provided to the Owner by the City ten days before they are allowed on the Project site. The Owner will have the right to deny access or request replacement of any member of the team; provided, however, that such denial may impair the City's ability to perform under the Development Agreement, and City shall not have liability to Owner for any failure to perform based on Owner's denial of access.

8.3 The City team will be housed on-site, or near the site, in accommodations provided by the Owner such as a construction trailer. The trailer will be subject to a license agreement with the City regarding location, a timeline, occupancy, and removal conditions.

8.4 The City will be responsible for each employee or team member as under the City's normal insurance procedures for employees working offsite.

8.5 The City team will consist of one or more project coordinators, and plan review, permitting and inspections staff as well as other disciplines as identified for the Project. This team will be under the oversight of the Assistant Planning Director of the City. The City shall assign City staff in the disciplines of structural (which also accommodates for the architectural review), plumbing/ mechanical, electrical, fire protection and civil for both Plan Review and Inspections. While the individual disciplines require dedicated staff during specific plan review and construction, the assigned City staff will make the Project their top priority and be dedicated to the Project according to the Plan in order to meet the identified and agreed to delivery of the Certificate of Occupancy.

8.6 Whenever accessing the Property or reviewing any information with respect to the Project, including without limitation pursuant to any of such above-described easements and licenses, City and its employees, representatives, contractors, vendors and agents (collectively, the "**City Representatives**") shall observe Owner's protocols for persons entering upon the Property, including, without limitation by submitting to safety training, following all safety policies and guidelines, and wearing personal protective equipment, including equipment related to a pandemic such as masks. Failure to observe Owner's protocols may result in immediate removal of Owner's permission to remain on the Property.

8.7 Upon Owner's request, the City, the City Representatives, and the Owner shall execute a reasonable non-disclosure agreement with respect to Owner's confidential information. Any non-disclosure agreement will acknowledge the City's obligations under the Arizona Public Records Act, A.R.S. §§ 39-121 through 39-161, and allow Owner a reasonable opportunity to review responses to public records requests and seek a protective order and/or redact information for any information designated by Owner as confidential prior to the City releasing the information.

8.8 Alternatively, the City may, with Owner's prior approval, contract with a private plan review and inspections company managed by the core City team to meet the Owner deadlines.

8.9 **Development and Other City Fees.** Owner will be responsible for paying legally required fees that are associated with the Plan, including but not limited to: regular

standard water and wastewater rates, impact fees, development occupational fees, permit fees (plan review, inspections, etc.) as set forth in Exhibit G. Additionally, Owner agrees that the Minimum Project Improvements will be connected to the City's water and wastewater infrastructure, as applicable, once the City has provided such infrastructure to the Owner. Owner further agrees that the Minimum Project Improvements will remain connected to the City's water and wastewater infrastructure at least until the City has recouped its investment, including the amount of its reasonable debt service obligations (in line with other City debt service obligations for similar projects) relating to the Public Infrastructure Improvements, reduced by any early satisfaction of debt, if applicable.

9. **Breach of Obligations.** Neither the City nor the Owner shall be considered in breach of its obligations under this Development Agreement, and the Construction Completion Date shall be extended, to the extent the performance of such obligations is prevented or delayed as a result of a Force Majeure Event.

10. **Mutual Benefits.** The City and Owner agree that in making the promises contained in this Agreement that certain benefits and advantages will accrue to both Parties as a result of the performance of this Agreement, and that therefore this Agreement is being entered into in reliance upon the mutual benefits afforded each of the Parties.

11. **Institution of Legal Actions.** Any legal actions instituted pursuant to this Agreement must be filed in the county of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing Party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.

12. **Applicable Law.** The laws of the State of Arizona will govern the interpretation and enforcement of this Agreement.

13. **Acceptance of Legal Process.** If any legal action is commenced by Owner against the City, service of process on the City will be made by personal service upon the City Clerk of the City of Phoenix, or in such other manner as may be provided by law.

If any legal action is commenced by the City against the Owner, service of process will be made by personal service upon the General Counsel of the Owner, or in such other manner as may be provided by law, whether made within or without the State of Arizona.

14. **Rights and Remedies Are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies will not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by such defaulting Party.

15. **Notices, Demands and Communications Between Parties.** All notices, demands or other writings in this Agreement provided to be given, made or sent by any Party hereto to other parties will be deemed to have been fully given, made or sent when made in writing and personally

Security C - TSMC Secret

delivered or deposited in the United States mail postpaid registered or certified and addressed as follows:

To City: Director
Community and Economic Development Department
City of Phoenix
200 West Washington Street, 20th Floor
Phoenix, Arizona 85003-1611

and

City Clerk
City of Phoenix
200 West Washington Street, 15th Floor
Phoenix, Arizona 85003-1611

To Owner: TSMC Arizona Corporation
8 Li-Hsin 6th Road, Hsinchu Science Park
Hsinchu, 300-78, Taiwan R.O.C.
Attention: Legal Department

The address to which any notice, demand or other writing may be given, made or sent to any party may be changed by written notice as above provided.

16. **Conflict of Interests.** No member, official or employee of the City may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law. All Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statutes § 38-511.

17. **Warranty Against Payment of Consideration for Agreement.** Owner warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, consultants, engineers and attorneys.

18. **Nonliability of Officials, Partners and Employees.** No member, official or employee of the City will be personally liable to the Owner, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Owner or successor, or on any obligation under the terms of this Agreement. No member, official or employee of the Owner will be personally liable to the City, or any successor in interest, in the event of any default or breach by the Owner or for any amount which may become due to the City or its successor, or on any obligation under the terms of this Agreement.

19. **No Waiver.** Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

20. **Severability.** If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

21. **Captions.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

22. **Entire Agreement Waivers and Amendments.** This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including twenty-one (21) pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the Parties.

- Exhibit A-1 – Legal Description of the Property
- Exhibit A-2 – Depiction of the Property
- Exhibit B – Ordinance S-47129
- Exhibit C – City Streets, Water, and Wastewater Planned Infrastructure List
- Exhibit D – Public Infrastructure Improvement Phasing Schedule
- Exhibit E – Form of Corporate Guaranty
- Exhibit F – The Escrow Agreement
- Exhibit G – Sample List of City Fees

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or Owner, and all amendments hereto must be in writing and signed by the appropriate authorities of the Parties hereto.

23. **No Agency Created.** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and Owner. No term or provision of this Agreement is intended to be for the benefit of any person, firm, organization or corporation not a Party hereto.

24. **Additional Documents.** City and Owner each agree to execute and deliver all documents and take all actions reasonably necessary to implement and enforce this Agreement.

25. **Default.** In the event of default under any provision of this Agreement, the non-defaulting Party shall have all remedies available to it at law or in equity. In the event any Party is in default under any provision of this Agreement, the defaulting Party may cure the default by taking the appropriate and necessary corrective action within 90 days of receiving notice of the default from the non-defaulting Party.

26. **Governing Statutes.** References are made in this Agreement to specific sections of the Arizona Revised Statutes. Any such references mean the statute in effect on the date of the execution of this Agreement and any subsequent renumbering or reordering of those provisions.

27. **Changes in Ownership, Management and Control of Owner.** Owner represents and agrees that its undertakings pursuant to this Agreement are, and will be, for the purpose of development within the Property. Except as set forth below, no voluntary or involuntary successor in interest to Owner shall acquire any rights nor incur any obligations under this Agreement except for those expressly set forth herein.

28. **Force Majeure.** Owner or the City shall not be considered in breach of its obligations under this Agreement, as a result of any of the following: unanticipated delays with respect to governmental licenses, permits, and approvals; acts of God; acts of the public enemy; foreign or domestic terrorism; war; riots; sabotage; acts or failure to act of any governmental agency; any order, ruling, moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the Project, the affected party or such Party's operations, or of any civil or military authority; insurrections; fires; windstorm; floods; washouts; droughts; tornadoes; hurricane; earthquakes; epidemics; pandemics (including COVID-19); quarantine restrictions; strikes, lockouts or other industrial disturbances (whether or not on the part of agents or employees of either Party); freight embargoes; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; unusually severe weather; unforeseeable environmental or archaeological conditions requiring investigation/mitigation pursuant to federal, state or local laws; orders of any kind of the government of the United States of America or of the state or any governing authority or any of their respective departments, agencies, political subdivisions or officials; explosions; breakage or accident to machinery, transmission pipes or canals not caused by the Owner; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Owner or the City. (each, a "**Force Majeure Event**"). Notwithstanding the above, a Force Majeure Event does not include any government acts or orders by the City relating solely to the Owner or the Property or the Development Agreement. The Parties explicitly acknowledge that economic conditions are not an event subject to the benefit of this Section 28.

It is the purpose and intent of this Section 28 that upon the occurrence of an Force Majeure Event, the time or times for performance of the obligations or the satisfaction of reimbursement conditions, as the case may be, shall be extended for the period of the resulting delay; provided that the Owner notifies the City in writing thereof, such notice to include an estimate of the anticipated duration on the delay period, and the cause or causes thereof. An extension of time for any such cause shall only be for the period of the Force Majeure Event, which period shall begin to run from the time of the commencement of the cause. If, however, notice by the Party claiming such extension is sent to the other Parties more than thirty (30) calendar days after the commencement of the cause, the period shall commence to run only thirty (30) calendar days prior to the giving of such notice.

29. **Legal Worker Requirement.** Owner acknowledges that the City's obligations hereunder are expressly conditioned on compliance by Owner to the City's reasonable satisfaction with Arizona Revised Statutes Section 23-214.B, which reads:

In addition to any other requirement for an employer to receive an economic development incentive from a government entity, the employer shall register with and participate in the e-verify program. Before receiving the economic development incentive, the employer shall provide proof to the government entity that the employer is registered with and is participating in the e-verify program. If the government entity determines that the employer is not complying with this subsection, the government entity shall notify the employer by certified mail of the government entity's determination of noncompliance and the employer's right to appeal the determination. On a final determination of noncompliance, the employer shall repay all monies received as an economic development incentive to the government entity within thirty days of the final determination. For the purposes of this subsection:

(a) **"Economic development incentive"** means any grant, loan or performance-based incentive from any government entity that is awarded after September 30, 2008. Economic development incentive does not include any tax provision under Arizona Revised Statutes, Title 42 or 43.

(b) **"Government entity"** means this state and any political subdivision of this state that receives and uses tax revenues.

30. **Indemnification.** Either Party to this Agreement shall not be obligated to make any payment or perform any obligation hereunder if such payment or performance (i) shall cease to be legal, valid, binding or enforceable whether due to a change in State or Federal law or interpretation by a court of competent jurisdiction, or (ii) will result in the imposition against either Party of any penalty, tax or fine or in the reduction or loss of any federal or state funding, or state shared revenues or any other funds, payments, or credits to which either Party would otherwise be entitled. Owner, at its sole cost and expense, shall and does hereby indemnify, defend, and hold the City harmless from and against any legal challenge arising out of the Owner's negligence on the Project, whether administrative, judicial or otherwise, by any unrelated third Party, to the execution of or performance under this Agreement. The foregoing notwithstanding, nothing contained in this Section 30 shall require the Owner to indemnify, defend and/or hold harmless the City from and against any legal claim and/or challenge, whether administrative, judicial or otherwise, arising out of the design and/or construction of the Public Infrastructure Improvements by the City, regardless of whether said claim or challenge relates to personal injury, property-damage, or any similar cause of action. This indemnification shall survive the expiration or earlier termination of this Agreement.

31. **No Israel Boycott.** By entering into this Agreement, Owner certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

32. **Public Infrastructure Obligations to State.** Notwithstanding anything in this Agreement to the contrary, City, Owner and the State of Arizona, by and through the State Land Commissioner (the **"State"**), herewith agree as follows:

32.1 **Owner Liability.** Owner shall have no liability to the City for any amount in excess of the Minimum Guaranty Amount (defined in Section 4.6(e)) and the Escrowed Fund, unless the City actually incurred those expenses, but in any event, not to exceed

\$205,000,000. If and subject to the terms and conditions otherwise provided herein, at any time prior to the date on which the City has incurred costs (exclusive of design as referenced in Section 5) of at least one hundred twenty-five million dollars (\$125,000,000) for the Public Infrastructure Improvements, any of the events described in clauses (i), (ii), (iii), and (x), (y), or (z) in Section 4.6(d) occurs and the City discontinues the Public Infrastructure Improvement construction and installation work:

(a) Escrow Bank shall release the Escrowed Funds to the City and the City shall collect upon the Guaranty, as liquidated damages. Such liquidated damages shall be applied by City to recoup costs incurred by the City with respect to the Public Infrastructure Improvements (exclusive of design costs as referenced in Section 5), and Owner's liability hereunder, including under the Escrow Agreement and the Guaranty, shall be reduced by the impact fees, and/or the City's portion of construction sales taxes paid to the City by the Owner in connection with the Project as described in Section 4.6(b), with the excess being retained by City and applied to the remaining costs of the Public Infrastructure Improvements, up to \$125,000,000 (the "**Minimum Guaranteed Payment Amount**"), in such order and at such time as City and the State mutually determine is appropriate (it being acknowledged and agreed that any such excess retained by City may not be used or applied for any other purpose); and

(b) In such event, the City shall promptly take all good faith reasonable efforts to secure the release of any such unreleased Escrowed Funds and collect the Minimum Guaranteed Payment Amount, including to enforce the Escrow Agreement and/or Guaranty (as applicable), which the State may, at its election, join or, if applicable, bring an action on its own behalf to specifically enforce the City's obligations under this Section 32.1.

Notwithstanding the foregoing, the City has no direct financial liability to the State to actually obtain any portion of the Escrowed Funds or Minimum Guaranteed Payment Amount.

32.2 Amendment or Termination. The City and Owner shall provide prior written notice to the State of any proposed amendment of this Agreement relating to the Minimum Guaranteed Payment Amount or any material change to the Public Infrastructure Improvements work which is the subject of this Section 32, including any amendment of those sections or exhibits listed in the following sentence. The State's consent is required for any amendment relating to the Minimum Guaranteed Payment Amount or material change to the Public Infrastructure Improvements work as generally described in Sections 6.1, 6.2, 6.6 and 6.7 and Exhibit C, including any amendment thereto and any amendment to Sections 4.4, 4.6(d), 6 preamble (including Exhibits C and D), Section 6.12, the Escrow Agreement and the Guaranty, or this Section 32. Notwithstanding the foregoing, the State must give its consent to any amendment to the Public Infrastructure Phasing Schedule mutually agreed to by the City and Owner pursuant to Section 6 preamble, provided such amendment would not result in extension of the scheduled completion date for the Public Infrastructure Improvements which are the subject of this Section 32 to a date which is later than December 9, 2023 (as such date may be extended due to Force Majeure).

Any consent of the State required pursuant to this Section 32.2 must be given or denied within 30 business days following a written request from the Owner. The City and Owner shall provide prior written notice to the State of, and the State's consent is required, for any termination of this

Agreement prior to the City's completion of the Minimum Public Infrastructure Improvements. The State acknowledges and agrees that (i) the City's Public Infrastructure Improvements obligations under this Agreement are subject to the Public Infrastructure Cost Cap, (ii) in accordance with and subject to the limitation set forth in Section 6.12, the Public Infrastructure Improvements identified in Exhibit C, may need to be reduced or modified in order for the City not to exceed the Public Infrastructure Cost Cap, and (iii) that the State's Consent rights under this Section 32.2 shall not be unreasonably withheld, conditioned, or delayed.

32.3 Third-Party Beneficiary. The Parties acknowledge and agree the State shall be a third-party beneficiary of the obligations of Owner and City as referenced in this Section 32, with respect to the Public Infrastructure Improvements, including the Minimum Guaranteed Payment Amount until the State's Confirmation of Completion, (as defined below). Subject to the limitations contained in this Section 32, including as set forth in Section 32.8, the State is entitled to enforce this Section 32, as a third party beneficiary in accordance with the applicable terms of this Agreement. Without limitation of the foregoing, until the State's Confirmation of Completion, as defined below, the State must consent to any assignment or transfer, directly or indirectly of the rights or obligation of the Owner under this Agreement.

32.4 Notices. All notices, to the State of Arizona or its agencies, demands or other writings made pursuant to this Section 32 by any party hereto to any other party or Parties will be deemed to have been fully given, made or sent when made in writing and personally delivered or deposited in the United States mail postpaid registered or certified and addressed as provided in Section 15 of this Agreement and to the State as follows:

Arizona State Land Department
1616 West Adams Street
Phoenix, Arizona 85007
Attn: Paul Peterson, Senior Administrative Counsel

With a copy to:
David F. Jacobs
Arizona Attorney General's Office
2005 North Central Avenue
Phoenix, Arizona 85004

The City or Owner shall give the State a copy of each notice received pertaining to any default by Owner or the City under this Agreement relating to the Public Infrastructure Improvements and related obligations which are the subject of this Section 32.

32.5 Conflicting Terms. For the avoidance of doubt, in the event of any conflict between the terms of this Section 32 and any other term of this Agreement, this Section 32 shall control.

32.6 Reliance. The Parties acknowledge and agree the planning, design, construction and installation of the Public Infrastructure Improvements, together with the payment and performance obligations of Owner and the City as contemplated by this Agreement, including

this Section 32, will materially benefit the Property and other property owned by the State, in its capacity as trustee for the State Land Trust, in the vicinity of the Property, which benefit was a material inducement to the State to offer the Property for sale. As such, the State is relying on the payment and performance of the obligations of Owner, as provided in this Section 32, and the corresponding obligations of City. Without limitation, it is acknowledged and agreed the State is a third party beneficiary to this Agreement in its capacity as a person having an interest in real property that specifies, among other things, conditions, terms and requirements for public infrastructure.

32.7 Intergovernmental Agreement. The State and the City are parties to that certain Intergovernmental Agreement to Facilitate the Development of State Trust Lands Within the City of Phoenix, dated October 6, 2020, City of Phoenix Contract No. 153015-0 (the "IGA"), which, among other things, addresses, the planning, design and funding of the Public Infrastructure Improvements as provided for in this Agreement. Without limitation, the State and the City acknowledge and agree this Agreement is being entered in furtherance of the purposes of the IGA including in satisfaction of the condition referenced in Section 13 thereof.

32.8 Satisfaction of Obligations. Notwithstanding anything in this Section 32 to the contrary, upon the first to occur of (i) the City's completion of Public Infrastructure Improvements at a cost to the City (exclusive of design costs) of not less than \$125,000,000, (ii) Owner timely meeting the Construction Completion Date as referenced herein, or (iii) release of the Escrowed Funds and payment of the Minimum Guaranteed Payment Amount to City as referenced herein, then and in such event, Owner shall have satisfied its obligations pursuant to this Section 32 and, subject to the City's performance of its obligation to retain and apply any excess funds received pursuant to Sections 32.1(a) and 32.1(b) the City shall have satisfied its obligations pursuant to this Section 32 and, upon the State's receipt of reasonable confirmation of such completion or, if applicable, release and payment, including such backup documentation from the City as would customarily be used to confirm such completion and the amount of costs incurred or such release and payment (the "**State's Confirmation of Completion**"), the State shall execute such other and further documents as the City and Owner may request, at no out of pocket cost to the State, to confirm Owner's and (except as provided above with regard to any excess funds received) the City's compliance with such obligations and the State shall no longer be a third party beneficiary to this Agreement and shall have no further rights or interest under this Agreement. As a third party beneficiary, the State shall have no greater rights than the City has under this Agreement nor shall any defenses of the Owner be waived. Owner has no direct financial liability to the State, as the contracting party in this Agreement is the City, and all contractual rights flow between the City and the Owner. The State has no independent right to any Guaranty or Escrowed Funds as identified in this Agreement provided, however, it is acknowledged and agreed those are in place for the protection of the City and the State, subject to terms and conditions set forth in this Section 32.

Security C - TSMC Secret

ACKNOWLEDGEMENT & CONSENT

Reference is made to the foregoing Development Agreement, City Contract No. _____, dated March 31, 2021 (the "Development Agreement"), by and among the City, Owner and the State in its capacity as Trustee of the State Land Trust and third-party beneficiary, to which this Acknowledgment & Consent is attached ("Acknowledgement"). Without undertaking or assuming any obligation thereunder, the State hereby acknowledges and consents to the recordation of the Development Agreement in the official records of Maricopa County, Arizona, in respect of the interest of Owner (and not the interest of the State) in and to the Property and agrees to be bound by the provisions of Section 32 of the Development Agreement, together with all terms to which the State is deemed to be a third party beneficiary as the context requires in order for the State to realize the benefits intended to be conferred by Section 32, including the State's enforcement of the applicable provisions thereof.

DECLARANT:

STATE OF ARIZONA



By

Lisa A. Atkins
State Land Commissioner

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 1st day of April, 2021, by Lisa A. Atkins, the Commissioner of the Arizona State Land Department, on behalf of the State of Arizona.

Notary Public



My Commission Expires:

1-24-24



Security C - TSMC Secret

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 day and year first written above.

CITY OF PHOENIX, a municipal corporation
ED ZUERCHER, City Manager

By: _____

Christine Mackay
Community and Economic
Development Director

ATTEST:

Denise Aschli-Seld

Apr 2, 2021

City Clerk

APPROVED AS TO FORM:
CRIS MEYER, City Attorney

Deryck R. Lavelle

Deryck R. Lavelle (Apr 2, 2021 09:27 PDT)

By: _____

Assistant Chief Counsel

TGS
TGS



STATE OF ARIZONA)
) ss.
County of Maricopa)

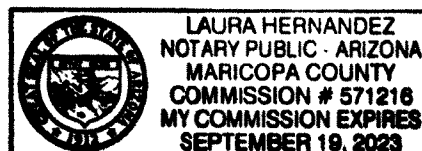
This instrument was acknowledged before me this 1ST day of April, 2021,
by Christine Mackay, Community and Economic Development Director of the CITY OF
PHOENIX, a municipal corporation, on behalf of the City of Phoenix.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Laura Hernandez
Notary Public

My Commission Expires:

September 19, 2023



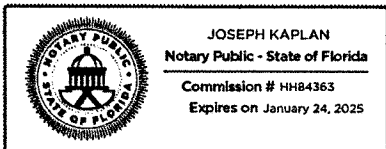
By: **TSMC Arizona,**
An Arizona corporation

By: Jonathan Lee
Name: [Signature]
Title: Senior Director

State/Country of Florida)
County/City of Volusia)

The foregoing instrument was acknowledged before me, the undersigned Notary Public,
this 21st day of May, 2021 by Chun-Hsien Lee, the
Senior Director of TSMC Arizona, an Arizona corporation, for and on behalf of
the corporation. Identity verified by his PASSPORT

(seal)



Joseph Kaplan
Notary Public

Joseph Kaplan
Online Notary

Notarized online using audio-video communication

Exhibit A-1

(Legal Description of Property)

A) LAND SALE NO. 53-121524

- 1) The legal description for the state trust lands to be auctioned under ASLD Land Sale Application No. 53-121524 ("Sale Parcel") is:

TOWNSHIP 5 NORTH, RANGE 2 EAST, G&SRM, MARICOPA COUNTY, ARIZONA

M&B in S2S2, Section 8, containing 63.18 acres, more or less;
 M&B in S2S2, Section 9, containing 107.30 acres, more or less;
 M&B in Section 16, containing 594.66 acres, more or less; and
 M&B in N2; NESW; SE, Section 17, containing 363.33 acres, more or less.

- 2) The total acreage of the Sale Parcel is 1128.47 acres, more or less. The Sale Parcel includes the "Primary Site", containing 1050 acres, more or less, and the "Ancillary Site", containing 50 acres, more or less, as depicted on the Map below. Complete legal descriptions of the Primary Site and the Ancillary Site are available in the Property Information File, as defined in Paragraph (L) of the Auction Notice.

B) RIGHT-OF-WAY NO. 16-121630

- 1) The legal description for the state trust lands to be auctioned under ASLD Right-of-Way Application No. 16-121630 ("51st Avenue ROW") is:

TOWNSHIP 5 NORTH, RANGE 2 EAST, G&SRM, MARICOPA COUNTY, ARIZONA

ONSITE:

M&B thru W2W2SWSW, Section 9, containing 1.440 acres, more or less;
 M&B thru E2E2NENE, Section 8, containing 1.435 acres, more or less;
 M&B thru E2E2E2, Section 17, containing 7.019 acres, more or less;
 M&B thru W2W2W2, Section 16, containing 6.757 acres, more or less; and

OFFSITE:

M&B thru W2W2W2, Section 9, containing 7.249 acres, more or less; and
 M&B thru E2E2E2, Section 8, containing 7.253 acres, more or less.

- 2) The total acreage of the 51st Avenue ROW is 31.153 acres, more or less.

C) RIGHT-OF-WAY NO. 16-121631

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- 1) The legal description for the state trust lands to be auctioned under ASLD Right-of-Way Application No. 16-121631 ("Dove Valley Road ROW") is:

TOWNSHIP 5 NORTH, RANGE 2 EAST, G&SRM, MARICOPA COUNTY, ARIZONA

ONSITE:

M&B thru S2S2SE, Section 9, containing 3.164 acres, more or less;
 M&B thru S2S2, Section 9, containing 6.306 acres, more or less;
 M&B thru N2N2N2NE, Section 16, containing 2.166 acres, more or less;
 M&B thru S2S2, Section 8, containing 4.472 acres, more or less; and

OFFSITE:

M&B thru S2S2, Section 9, containing 5.320 acres, more or less;
 M&B thru S2S2, Section 8, containing 4.393 acres, more or less;
 M&B thru S2S2S2, Section 10, containing 7.944 acres, more or less; and
 M&B thru N2N2N2, Section 15, containing 7.950 acres, more or less.

- 2) The total acreage of the Dove Valley Road ROW is 41.715 acres, more or less.

D) RIGHT-OF-WAY NO. 16-121632

- 1) The legal description for the state trust lands to be auctioned under ASLD Right-of-Way Application No. 16-121632 ("43rd Avenue ROW") is:

TOWNSHIP 5 NORTH, RANGE 2 EAST, G&SRM, MARICOPA COUNTY, ARIZONA

ONSITE:

M&B thru E2E2SESE, Section 9, containing 2.171 acres, more or less;
 M&B thru E2E2E2, Section 16, containing 7.295 acres, more or less; and

OFFSITE:

M&B thru W2W2W2, Section 10, containing 8.410 acres, more or less;
 M&B thru E2E2E2, Section 9, containing 6.238 acres, more or less; and
 M&B thru W2W2W2, Section 15, containing 7.296 acres, more or less.

- 2) The total acreage of the 43rd Avenue ROW is 31.410 acres, more or less.

E) RIGHT-OF-WAY NO. 16-121633

- 1) The legal description for the state trust lands to be auctioned under ASLD Right-of-Way Application No. 16-121633 ("Wastewater Facilities ROW") is:

TOWNSHIP 5 NORTH, RANGE 2 EAST, G&SRM, MARICOPA COUNTY, ARIZONA

ONSITE:

M&B thru S2S2, Section 16, containing 13.622 acres, more or less;

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M&B thru SWNW; S2, Section 17, containing 12.812 acres, more or less; and

OFFSITE:

M&B thru S2SW, Section 14, containing 3.135 acres, more or less;

M&B thru S2S2S2, Section 15, containing 11.442 acres, more or less;

M&B thru NWSWNW, Section 17, containing 0.220 acres, more or less; and

M&B thru NE, Section 18, containing 4.974 acres, more or less.

- 2) The total acreage of the Wastewater Facilities ROW is 46.205 net acres, more or less.

Exhibit A-2

OMITTED

The exhibit has been removed for purposes of recording; for persons requiring a copy, any of the signing parties will make it available upon request.

Exhibit B
(Ordinance S-47129)

ORDINANCE S-47129

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO
ENTER INTO A DEVELOPMENT AGREEMENT WITH
TAIWAN SEMICONDUCTOR MANUFACTURING
COMPANY AND TO EXECUTE ANY OTHER
INSTRUMENTS OR DOCUMENTS NECESSARY;
FURTHER AUTHORIZING THE CITY TREASURER TO
ACCEPT FUNDS AND THE CITY CONTROLLER TO
DISBURSE FUNDS.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as
follows:

SECTION 1. The City Manager or his designee is authorized to enter into
a development agreement ("DA") and to execute any other instruments or documents
necessary (collectively, the "Agreements") with Taiwan Semiconductor Manufacturing
Company ("TSMC"), for the development of a semiconductor manufacturing campus in
Phoenix, and related public infrastructure.

SECTION 2. The terms of the Agreements are as follows:

- A. TSMC agrees to expand into the City with an approximately \$12 billion advanced semiconductor manufacturing campus located within the City of Phoenix.
- B. TSMC intends to create up to 1,900 total new jobs within five years of entering into the DA.
- C. Within five years from execution of the DA, TSMC shall complete construction of the first phase of the project.

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- D. The City shall construct and install certain regional public infrastructure improvements, in an amount not to exceed 205 million dollars (\$205,000,000), as generally described below:
 - a. Streets: Approximately three miles of full arterial streets including streets, curb, gutter, sidewalk, streetlights and landscaping that will serve the project and surrounding region totaling not more than \$60 million. Additionally, the City would design and install one traffic signal at a cost of approximately \$500,000 and potentially one additional signal at \$500,000 depending on a future traffic study. The total amount of street infrastructure will not exceed \$61 million.
 - b. Water: New regional public water infrastructure improvements totaling \$37 million to service the project and surrounding area, that may include a pressure reducing station, 16-inch to 54-inch diameter water transmission mains, and possible booster pump station upgrades. The City would provide adequate water to meet the demands of the Project at the standard City water rates.
 - c. Sewer: new public wastewater infrastructure improvements totaling \$107 million to service the project and surrounding area, which may include 15-inch to 60-inch gravity sewer mains. The City would provide wastewater services for the project at standard City wastewater rates.
- E. TSMC shall dedicate any properties and easements needed for installation of the public infrastructure improvements on terms to be specified in the DA.
- F. The City shall provide a professional team on-site, dedicated to the Project to ensure responsiveness with plan review and inspections.
- G. The DA may contain other terms and conditions deemed necessary by City staff.

SECTION 3. The City Treasurer is authorized to accept, and the City
Controller is authorized to disburse, funds necessary for the purposes of this
Ordinance.

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PASSED by the Council of the City of Phoenix this 18th day of November,
2020.

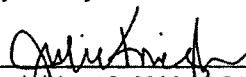

MAYOR

ATTEST:


Denise Archibald, City Clerk

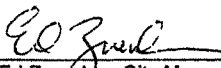


APPROVED AS TO FORM:
Cris Meyer, City Attorney


BY: Julie Kriegh (Nov 13, 2020 16:54 MST)
Julie Kriegh, Chief Assistant City Attorney

TGS

REVIEWED BY:


Ed Zuercher, City Manager

TGS:rb:LF20-2758:11/18/20:2217985_1

Exhibit C**Streets, Water and Wastewater Planned Infrastructure List**

*Note: Planned Infrastructure List subject to the Public Infrastructure Improvement Cost Cap, and City may modify Public Infrastructure Improvements based on the Project's needs, with the consent of Owner, which may not be unreasonably withheld, conditioned or delayed.

I. Water and Wastewater Public Infrastructure List (total amount, including land acquisition, not to exceed \$144 million; shall meet the requirements set forth in Sections 6.6 and 6.7(a) of this Agreement)

A. 51st Ave from Carefree Hwy to Loop 303: *

- 54-inch water transmission main
- 18-inch gravity sewer main (from Dove Valley Rd to Loop 303)

B. North of Loop 303 from 51st Ave, crossing I-17 along Sonoran Desert Drive to North Valley Parkway: *

- 36-inch water transmission main
- 42-inch, 48-inch, 54-inch or 60-inch gravity sewer main to lift station (43rd Ave to 51st Ave)
- Two (2) 24-inch sewer force mains

C. Northwest Corner of Carefree Hwy and 51st Avenue:*

- 20MGD Pressure Reducing Valve (PRV) station

D. Northwest Corner of 51st Avenue and Loop 303:*

- 8 to 12 MGD Lift Station

E. 31601 North 26th Avenue:*

- Upsizing the existing booster pump station 6B-B1 from 15MGD to 25MGD

II. Street Public Infrastructure List (total amount, including land acquisition, not to exceed \$61 million)

A. Dove Valley Road – I17 to entrance to Owner site west of 43rd Avenue:*

- Full street arterial

B. Dove Valley Road - west of 43rd Ave to the intersection of 51st Avenue:*

- Half street arterial; preferably south half of centerline
- Owner acknowledges and agrees that City shall be forced to delay completion of this item if Owner does not timely obtain all FEMA and other required regulatory approvals to build the half street arterial on the south half, provided, however, the City shall use reasonable effort to jointly, along with Owner, file for FEMA application. The delay will be the same amount of time as the delay to obtain the FEMA or other regulatory required approvals.

Alternatively, City may build half-street arterials on the north half of the centerline as a substitute to this item with Owner's consent.

- C. 43rd Avenue – Dove Valley Road to approaching Loop 303: ***
 - Full street arterial to Driveway "C"
 - Half street arterial from Driveway "C" to Driveway "M"; west half of centerline
- D. 51st Avenue – Dove Valley Road South to the first materials campus driveway: ***
 - Half street arterial on 51st Avenue, from Dove Valley Road south to the first materials campus driveway
- E. 43rd Avenue – Dove Valley to SR74: ****
 - Half street arterial; east half of centerline
- F. 51st Avenue –Dove Valley Road – west to the first materials campus driveway:**
 - Temporary pavement that can support heavy truck traffic including City Fire Equipment.

* City and Owner agree that Items I.A-E and Items II.A-D are priority items that must be completed by the City, and constitute the "**Minimum Public Infrastructure Improvements**" subject to Section 6.12 of the Agreement.

** In lieu of item II.E. above, if the Arizona Department of Transportation ("**ADOT**") provides connection to Loop 303 at 43rd Avenue and 51st Avenue by September 2023 and upon prior written agreement by ADOT, Owner, and City, then City will not construct 43rd Avenue from Dove Valley to SR74 and instead will construct the 43rd Avenue to Loop 303 and the half street arterial on the east half of 51st Avenue from the first materials driveway south to Loop 303 to provide connection to the ADOT interchange at 51st Avenue.

For the purposes of this Agreement, the definition of a full arterial street and half arterial street are described below:

Full Arterial Street: Two or three full traffic lanes in each direction, depending on the street classification of the Northwest Valley Conceptual Transportation Study prepared for the City and dated January 2010, and shall include curb, gutter, sidewalk, streetlights and landscaping on both sides of the street.

Half Arterial Street: One full traffic lane in each direction, which may or may not include a middle turning lane, depending on the street classification of the Northwest Valley Conceptual Transportation Study prepared for the City and dated January 2010, and shall include curb and gutter along both sides of the street, and sidewalk, streetlights and landscaping on one side of the street. The half street shall be modified into a full arterial street, when future development occurs in the area. On all arterial half-streets, the roadway section that is not paved will be unimproved and rough graded to match the adjacent roadway profile.

Exhibit D**Public Infrastructure Improvement Phasing Schedule**

A) On or before the date which is 12 months following the Auction Date (“**Trunk Infrastructure Assurance Date**”), City shall deliver to Owner:

- 1) A phasing schedule with all material milestones, including a construction commencement date within 24 months of the Auction Date and completion date within three years of the Auction Date (“**Trunk Infrastructure Phasing Schedule**”), for the planning, engineering, permitting and construction of the “**Trunk Services/Infrastructure**” related improvements (including right-of-way improvements to 43rd Avenue and Dove Valley Road) with sufficient capacity to provide water and wastewater services to new development in Biscuit Flats, as generally described in that certain Tech Campus Conceptual Water and Wastewater Infrastructure Assessment (WP# 205159) and that certain 50 ac Site Conceptual Water and Wastewater Infrastructure Assessment (WP# 305159), each dated August 10, 2020 (collectively, the “**Conceptual Water and Wastewater Assessments**”) and Conceptual Stormwater Management Plan for 50 ac Site (WP #205159), each dated August 10, 2020 (collectively the “**Conceptual Stormwater Management Plans**”), such phasing schedule and Trunk Services/Infrastructure scope to be in form and substance as approved by ASLD. The Trunk Infrastructure Phasing Schedule will be deemed approved by ASLD, in form and substance, upon delivery to ASLD of the phasing schedule and scope for Trunk Services/Infrastructure as required by the City of Phoenix, provided the same is consistent with the Conceptual Stormwater Management Plans and complies with the Biscuit Flats PUD and Applicable Law. Owner shall remain responsible for implementing the Conceptual Stormwater Management Plans.
- 2) The Trunk Services/Infrastructure Condition shall be satisfied upon City timely delivering to Owner (a) the phasing schedule approved by ASLD in conjunction with ASLD’s approval of the Trunk Services /Infrastructure scope.
- 3) Notwithstanding timely satisfaction of the Trunk Services/Infrastructure Condition, the City shall be obligated to cause the Trunk Services/Infrastructure to be planned, engineered and constructed on or before the dates specified in, and otherwise in conformance with, the phasing schedule and Trunk Services/Infrastructure scope approved by ASLD pursuant to sub-Paragraph 1 above.

B) Site Services/Infrastructure Condition. On or before the date which is 12 months following the Auction Date (“**Site Services/Infrastructure Assurance Date**”), City shall deliver to Owner:

- 1) Phase 1 of Primary Site.

A phasing schedule with all material milestones, including a construction commencement date within 24 months of the Auction Date and a completion date within three years of the Auction Date (“**Primary Site Infrastructure Phasing**”).

Schedule”), for the planning, engineering, permitting and construction of all services and infrastructure necessary to support the development, occupancy and operation of Phase 1 (“**Phase 1 Services/Infrastructure**”), in conformance with the Biscuit Flats PUD and Applicable Law, including as generally described in the Conceptual Water and Wastewater Assessments and the Conceptual Stormwater Management Plans (as described in Section A(1) above). Owner shall remain responsible for construction and completion of the “Channel 5” and “Channel 10” drainage improvements conceptually depicted on that certain Figure B, Conceptual Stormwater Management Plan (WP #205159), dated August 5, 2020 (provided, subject to the Biscuit Flats PUD and Applicable Law, the Channel 10 drainage improvements may be constructed entirely on the Sale Parcel or partially on additional right-of-way acquired from the State following the Auction, and, provided further, a non-exclusive use reservation in favor of the State shall be recorded in respect of any drainage areas and improvements on the Sale Parcel), such phasing schedule and Phase 1 Services/Infrastructure scope to be in form and substance as approved by ASLD. The Trunk Infrastructure Phasing Schedule will be deemed approved by ASLD, in form and substance, upon delivery to ASLD of the phasing schedule and scope for Trunk Services/Infrastructure as required by the City of Phoenix, provided the same is consistent with the Conceptual Stormwater Management Plans and complies with the Biscuit Flats PUD and Applicable Law. Owner shall remain responsible for implementing the Conceptual Stormwater Management Plans associated with its property.

A phasing schedule with all material milestones, including a construction commencement date within 24 months of the Auction Date and a completion date within three years of the Auction Date (“**Ancillary Site Infrastructure Phasing Schedule**”), for the planning, engineering, permitting and construction of all services and infrastructure necessary to support the development, occupancy and operation of the Ancillary Site (“**Ancillary Site Services/Infrastructure**”) in conformance with the Biscuit Flats PUD and Applicable Law, including as generally described in the Conceptual Water and Wastewater Assessments and the Conceptual Stormwater Management Plans, such phasing schedule and Ancillary Site Services/Infrastructure scope to be in form and substance as approved by ASLD.

- 2) The Site Services/Infrastructure Condition listed above shall be satisfied upon the City timely delivering to Owner:
 - a) (i) for the Primary Site, the phasing schedule approved by ASLD in conjunction with ASLD’s approval of the Phase 1 Services /Infrastructure scope and (ii) for the Ancillary Site, the phasing schedules approved by ASLD in conjunction with ASLD’s approval of the Phase 1 Services/Infrastructure and the Ancillary Site Services/Infrastructure scopes, the Phase 1 Infrastructure Assurance of Completion.
- 3) Notwithstanding timely satisfaction of the Site Services/Infrastructure Condition:

Security C - TSMC Secret

- a) City shall be obligated to: (i) for the Primary Site, cause the Phase 1 Services/Infrastructure to be planned, engineered and constructed on or before the dates specified and otherwise in conformance with the phasing schedule and scope approved by ASLD pursuant to sub-Paragraph 1 above, and (ii) for the Ancillary Site, cause the Phase 1 Services/Infrastructure and Ancillary Site Services/Infrastructure to be planned, engineered and constructed on or before the dates specified and otherwise in conformance with the phasing schedules and scopes approved by ASLD pursuant to the applicable provisions set forth above.

All such dates for construction commencement and construction completion in this Exhibit are subject to Owner's timely satisfaction of the Construction Commencement Notice.

Security C - TSMC Secret

Exhibit E
(Form of Corporate Guaranty)

GUARANTY

This GUARANTY, dated as of March 31st, 2021 (this “**Guaranty**”), is made by TSMC Arizona Corporation, an Arizona corporation (“**Guarantor**”) in favor of City of Phoenix, Arizona, an Arizona municipal corporation (“**City**”).

WHEREAS, Guarantor and City have entered into that certain Development Agreement, dated of even date herewith (the “**Development Agreement**”); and

WHEREAS, as a condition and material inducement to City executing the Development Agreement, Guarantor has agreed to deliver this Guaranty to the City.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, and intending to be legally bound hereby, Guarantor hereby agrees as follows:

1. Guaranteed Obligations. Guarantor unconditionally, absolutely and irrevocably guarantees to City the full, faithful and complete performance of the Guaranteed Obligations, as defined below; provided, however, Guarantor hereby reserves the right to assert any defenses which Guarantor may have to payment or performance of any Guaranteed Obligations including pursuant to the Development Agreement upon the City’s failure to timely perform its obligations thereunder subject, however, to Sections 5-7 hereof. Guarantor acknowledges and agrees that, with respect to the Guaranteed Obligations, this Guaranty constitutes a guarantee of payment when due and not merely of collection. As used herein, the term “Guaranteed Obligations” means the due and punctual payment of all present or future obligations of Guarantor arising under Section 4.6(d) and Section 32 of the Development Agreement.
2. Term. The provisions of this Guaranty shall continue in effect until the Guaranteed Obligations either (a) are fully and finally paid, performed, and discharged in full, or (b) have expired in accordance with their terms under the Development Agreement or applicable law.
3. Amount. Notwithstanding anything to the contrary in this Guaranty, the amount of this Guaranty shall not exceed one hundred fifty-five million dollars (\$155,000,000).
4. Limitation on Owner’s Liability. Notwithstanding anything to the contrary in this Guaranty, Guarantor shall have no liability to the City under this Guaranty for any Public Infrastructure Improvement expenses above seventy-five million dollars (\$75,000,000) unless the City has actually incurred pursuant to the Development Agreement (including any work the City completes pursuant to Section 4.6(e) of the Development Agreement) with detailed supporting documentation those expenses in constructing the Public Infrastructure Improvements. For the avoidance of doubt, City expenses may also include City staff time incurred directly for the completion of the Public Infrastructure Improvements but not indirect costs such as overhead expenses or office operating expenses. To the extent the City collects and receives funds from

the Guaranty in excess of the expenses incurred by the City relating to the Public Infrastructure Improvements, City agrees to apply any excess funds towards public infrastructure improvements that promote the development of the Property and surrounding area.

5. Waiver. Guarantor hereby expressly waives and relinquishes all rights, remedies and defenses identified below accorded by applicable law to guarantors and sureties and agrees not to assert or take advantage of any such rights, remedies or defenses including, without limitation (but without waiving any defenses which may be available to Guarantor in its capacity as Owner under the Development Agreement). Guarantor hereby waives and relinquishes:
 - a. any defense based upon the failure to give notice of the acceptance of this Guaranty
 - b. any defense based upon an election of remedies by the City;
 - c. any defense based on any borrowing, if any, or grant of a security interest, if any, under Section 364 of the Federal Bankruptcy Code;
 - d. it being agreed by Guarantor that the failure or delay on the part of the City (and, as applicable, the State) to exercise and enforce any rights or remedies of either under the Development Agreement shall in no way impair the obligation or liability of Guarantor hereunder, except for defenses flowing directly therefrom.
6. No Waiver. No provisions of this Guaranty or rights of the City (or State, as applicable) hereunder can be waived in whole or in part except pursuant to the terms of this Guaranty or the Development Agreement nor can Guarantor be released from Guarantor's obligations hereunder except by the terms of this Guaranty or the Development Agreement.
7. Miscellaneous. For clarity, Guarantor's execution of this Guaranty shall not result in any expansion of Guarantor incurring any obligation or liability not already incurred or detailed in the Development Agreement. Sections 4.6(e) and Section 32 of the Development Agreement are hereby incorporated by reference, as if fully stated herein, including, without limitation, the State is an express third-party beneficiary of the obligations of Guarantor as provided in this Guaranty and Section 32 and is entitled to enforce all the terms and conditions hereof relating to any guarantee payment obligations to the City with regard to the Minimum Guaranteed Payment Amount defined in Section 32 of the Development Agreement.
8. Successors and Assigns. This Guaranty shall inure to the benefit of the City (and, as applicable, the State), its successors and assigns, and shall bind the successors and assigns of Guarantor.
9. Governing Law; Venue. This Guaranty shall be governed and construed in accordance with the laws of the State of Arizona without reference to its conflict of laws principles and venue of all court actions shall be in Maricopa County.
10. Severability. If any provision of this Guaranty shall be found invalid or unenforceable

by a court of competent jurisdiction, the remaining provisions of this Guaranty will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Guaranty are not defeated by such severability.

11. Captions. The captions contained in this Guaranty are merely a reference and are not to be used to construe or limit the text.
12. Counterparts. This Guaranty may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart to this Guaranty by electronic transmission (e.g. .pdf) shall be effective as delivery of a manually executed counterpart.
13. Conflict Terms. In the event of any conflict between the terms of the Guaranty and the DA, the terms and conditions of the DA shall control.

[Signature Page Follows]


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IN WITNESS WHEREOF, Guarantor has executed and delivered this Guaranty as of the date first written above.

GUARANTOR:

TSMC ARIZONA CORPORATION, an
Arizona corporation

By:


Jonathan Lee
Senior Director, TSMC Ltd. - Authorized
Signatory for TSMC Arizona Corporation

CITY:

CITY OF PHOENIX, a municipal corporation
ED ZUERCHER, City Manager

By:

Christine Mackay
Community and Economic Development
Director

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Exhibit F
The Escrow Agreement

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ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement"), dated this 31st day of March, 2021 (the "Effective Date"), is entered into by and among TSMC ARIZONA CORPORATION, an Arizona corporation ("TSMC Arizona"), the CITY OF PHOENIX, ARIZONA, an Arizona municipal corporation ("City", and together with TSMC Arizona, the "Parties," and each individually, a "Party"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States, as escrow agent ("Escrow Agent").

RECITALS

A. The Parties have entered into that certain Development Agreement, dated as of March 31, 2021 (the "Development Agreement").

B. Pursuant to Section 4.6(d) of the Development Agreement, TSMC Arizona has agreed to place in escrow certain funds to secure its obligation to construct the Minimum Project Improvements (as defined in the Development Agreement) by the Construction Completion Date (as defined in the Development Agreement), and Escrow Agent agrees to hold and distribute such funds in accordance with the terms of this Escrow Agreement.

C. The Parties acknowledge that Escrow Agent is not a party to, is not bound by, and has no duties or obligations under, the Development Agreement, that all references in this Escrow Agreement to the Development Agreement are for convenience, and that Escrow Agent shall have no implied duties beyond the express duties set forth in this Escrow Agreement.

In consideration of the promises and agreements of the Parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and Escrow Agent agree as follows:

ARTICLE 1 ESCROW DEPOSIT

Section 1.1. Receipt of Escrow Property. On the Effective Date, TSMC Arizona shall deliver to Escrow Agent the amount of \$50,000,000.00 (the "Escrow Property") in immediately available funds.

Section 1.2. Investments.

(a) Escrow Agent is authorized and directed to deposit, transfer, hold and invest the Escrow Property and any investment income thereon as set forth in Exhibit A hereto or as set forth in any subsequent written instruction signed by TSMC Arizona. Any investment earnings and income on the Escrow Property shall not become part of the Escrow Property and shall be disbursed to TSMC Arizona, as directed in writing by TSMC Arizona from time to time.

(b) Escrow Agent is hereby authorized and directed to sell or redeem any such

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investments as it deems reasonably necessary to make any payments or distributions required under this Escrow Agreement in accordance with Section 1.3. Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Escrow Agreement, except to the extent that any such loss arises from Escrow Agent's gross negligence or willful misconduct. Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Escrow Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of Escrow Agent or for any third person or dealing as principal for its own account. The Parties acknowledge that Escrow Agent is not providing investment supervision, recommendations, or advice.

(c) After the end of each calendar month, Escrow Agent shall provide TSMC Arizona with a monthly statement that specifies the account activities that have occurred within, and the account balance of the fund as of the end of, the preceding calendar month. The Parties agree that confirmations of permitted investments are not required to be issued by Escrow Agent for each month in which a monthly statement is rendered. Notwithstanding the foregoing, the Parties may obtain confirmations at no additional cost upon its written request.

Section 1.3. Disbursements. In order to obtain payment of the Escrow Property, the Parties shall jointly deliver to Escrow Agent a written notice signed by an authorized representative of TSMC Arizona and City stating a Party that is entitled to payment of all or a portion of the Escrow Property pursuant to the Development Agreement ("Escrow Demand Notice"). Alternatively, the City may deliver to the Escrow Agent and TSMC Arizona an Escrow Demand Notice to direct the Escrow Agent to disburse the Escrow Property. If TSMC Arizona fails to deliver to Escrow Agent and City a written objection within fifteen (15) Business Days after receiving a copy of the Escrow Demand Notice, then Escrow Agent shall pay as directed. If TSMC Arizona delivers an Objection Notice to Escrow Agent and City within such fifteen (15) Business Day period, then Escrow Agent shall not distribute to City any portion of the Escrow Property that is subject of the Objection Notice until Escrow Agent receives (A) joint written instructions signed by an authorized representative of TSMC Arizona and City authorizing the release to City of the portion of the Escrow Property that is agreed upon as the amount recoverable in respect of the Objection Notice or (B) a final and non-appealable order of any court of competent jurisdiction or a final non-appealable arbitration decision directing the release to City of the portion of the Escrow Property that is determined to be the amount recoverable in respect of the Objection Notice; provided, that notwithstanding the foregoing, if TSMC Arizona objects in part to the amount of the Escrow Demand Notice, the Escrow Agent shall, after the lapse of the aforementioned fifteen (15) Business Day period, deliver to City an amount from the Escrow Property equal to the portion of the Escrow Demand Notice not objected to by TSMC Arizona. Upon receipt of such joint written instructions or such final and non-appealable order or arbitration decision, as the case may be, the Escrow Agent shall release to City such amount of the Escrow Property in accordance with such written instructions or final and non-appealable order or arbitration decision. Any such court order or arbitration decision shall be accompanied by a written instrument of the presenting Party certifying that such court order or arbitration decision is final, non-appealable and from a court of competent jurisdiction or from a competent arbitration panel (as applicable), and the Escrow Agent shall be entitled to conclusively rely on such instrument without further investigation. Each Party covenants that it will only deliver an Escrow Demand

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Notice or an Objection Notice in accordance with such Party's good faith interpretation of its respective rights under the Development Agreement. If, on the ninth (9th) anniversary of the Effective Date, unless the City has delivered an Escrow Demand Notice, if any portion of the Escrow Property remains in escrow, the Escrow Agent shall pay the Escrow Property to TSMC Arizona within three (3) Business Days after the ninth (9th) anniversary of the Effective Date. In any circumstances, the City shall not be entitled to payment of all or a portion of the Escrow Property in excess of US\$50,000,000.

Section 1.4. Security Procedure for Transfer of Escrow Property. Escrow Agent shall confirm any Escrow Demand Notice received by means of the security procedure selected by each respective Party and communicated to Escrow Agent through a signed certificate in the form of Exhibit B-1 or Exhibit B-2 attached hereto (each, a "Security Certificate", and collectively, the "Security Certificates"). The Security Certificates shall become a part of this Escrow Agreement upon receipt by Escrow Agent. Once delivered to Escrow Agent, the Security Certificates may be revised or rescinded only by a writing signed by an authorized representative of the applicable Party. Such revisions or rescissions shall be effective only after actual receipt and following such period of time as may be necessary to afford Escrow Agent a reasonable opportunity to act on it. If a revised Security Certificate or a rescission of an existing Security Certificate is delivered to Escrow Agent by an entity that is a successor-in-interest to such Party, such Security Certificate shall be accompanied by additional documentation reasonably satisfactory to Escrow Agent evidencing that such entity has succeeded to the rights and responsibilities of the Party under this Escrow Agreement.

The Parties understand that Escrow Agent's inability to receive or confirm an Escrow Demand Notice pursuant to the security procedure selected by such Party in a Security Certificate may result in a delay in accomplishing release of the Escrow Property, and agree that Escrow Agent shall not be liable for any loss caused by any such delay, except to the extent that any such loss arises from Escrow Agent's gross negligence or willful misconduct.

Section 1.5. Income Tax Allocation and Reporting.

(a) The Parties agree that, for tax reporting purposes, all interest and other income from investment of the Escrow Property shall, as of the end of each calendar year and to the extent required by the Internal Revenue Service, be reported as having been earned by TSMC Arizona, whether or not such income was disbursed during such calendar year.

(b) For certain payments made pursuant to this Escrow Agreement, Escrow Agent may be required to make a "reportable payment" or "withholdable payment" and in such cases Escrow Agent shall have the duty to act as a payor or withholding agent, respectively, that is responsible for any tax withholding and reporting required under Chapters 3, 4, and 61 of the United States Internal Revenue Code of 1986, as amended (the "Code"). Escrow Agent shall have the sole right to make the determination as to which payments are "reportable payments" or "withholdable payments." All parties to this Escrow Agreement shall provide all applicable IRS forms to Escrow Agent prior to the date hereof, and shall promptly update any such form to the extent such form becomes obsolete or inaccurate in any respect. Escrow Agent shall have the right to request from any party to this Escrow Agreement, or any other person or entity entitled to payment hereunder,

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any additional forms, documentation or other information as may be reasonably necessary for Escrow Agent to satisfy its reporting and withholding obligations under the Code. To the extent any such forms to be delivered under this Section 1.5(b) are not provided prior to the Effective Date or by the time the related payment is required to be made or are determined by Escrow Agent to be incomplete and/or inaccurate in any respect, Escrow Agent shall be entitled to withhold (without liability) a portion of any interest or other income earned on the investment of the Escrow Property or on any such payments hereunder to the extent withholding is required under Chapters 3, 4, or 61 of the Code, and shall have no obligation to gross up any such payment.

(c) To the extent that Escrow Agent becomes liable for the payment of any taxes in respect of income derived from the investment of the Escrow Property, Escrow Agent shall satisfy such liability to the extent possible from the Escrow Property. The Parties, jointly and severally, shall indemnify, defend and hold Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against Escrow Agent on or with respect to the Escrow Property and the investment thereof unless such tax, late payment, interest, penalty or other expense was directly caused by the gross negligence or willful misconduct of Escrow Agent. The indemnification provided by this Section 1.5(c) is in addition to the indemnification provided in Section 3.1 and shall survive the resignation or removal of Escrow Agent and the termination of this Escrow Agreement.

(d) The Parties acknowledge that, in order to help fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person or corporation who opens an account and /or enters into a business relationship. The Parties hereby agree that they shall provide the Escrow Agent with such information as the Escrow Agent may request including, but not limited to, each Party's name, physical address, tax identification number and other information that will assist the Escrow Agent in identifying and verifying each Party's identity such as organizational documents, certificates of good standing, licenses to do business, or other pertinent identifying information.

Section 1.6. Termination. This Escrow Agreement shall terminate on the disbursement of all of the Escrow Property (and any interest and investment earnings thereon) as provided by the terms of this Escrow Agreement.

ARTICLE 2 DUTIES OF ESCROW AGENT

Section 2.1. Scope of Responsibility. Notwithstanding any provision to the contrary, Escrow Agent is obligated only to perform the duties specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature. Under no circumstance will Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Escrow Agreement. Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with this Escrow Agreement. Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Escrow Agreement, whether or not an original or a copy of such agreement has been provided to Escrow Agent, and Escrow Agent shall have no duty to know or

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inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Escrow Agreement to any other agreement, instrument, or document are for the convenience of the Parties, and Escrow Agent has no duties or obligations with respect thereto. Escrow Agent will not be responsible to determine or to make inquiry into any term, capitalized, or otherwise, not defined herein. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement or any other agreement.

Section 2.2. Attorneys and Agents. Escrow Agent shall be entitled to rely on, and shall not be liable for any action taken or omitted to be taken by Escrow Agent in accordance with the advice of counsel or other professionals retained or consulted by Escrow Agent. Escrow Agent shall be reimbursed as set forth in Section 3.1 for all reasonable compensation (fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals. Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees.

Section 2.3. Reliance. Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the direction or consent of the Parties or their respective agents, representatives, successors, or assigns, unless such action or omission was performed or omitted in violation of the terms of this Escrow Agreement, or constituted gross negligence or willful misconduct. Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper person or persons set forth in the appropriate Security Certificate, without further inquiry into the person's or persons' authority beyond that set forth in the Security Certificate. Concurrent with the execution of this Escrow Agreement, the Parties shall deliver to Escrow Agent their respective Security Certificates, which contain authorized signer designations in Part I thereof. The Parties represent and warrant that each person signing this Escrow Agreement is duly authorized and has legal capacity to execute and deliver this Escrow Agreement, along with each exhibit, agreement, document, and instrument to be executed and delivered by the parties to this Escrow Agreement.

Section 2.4. Right Not Duty Undertaken. The permissive rights of Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties.

Section 2.5. No Financial Obligation. No provision of this Escrow Agreement shall require Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement.

ARTICLE 3 PROVISIONS CONCERNING ESCROW AGENT

Section 3.1. Indemnification. The Parties, jointly and severally, shall indemnify, defend and hold harmless Escrow Agent from and against any and all loss, liability, cost, damage and

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expense, including, without limitation, reasonable attorneys' fees and expenses or other reasonable professional fees and expenses which Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against Escrow Agent, arising out of or relating in any way to this Escrow Agreement or any transaction to which this Escrow Agreement relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been caused by the gross negligence or willful misconduct of Escrow Agent. The provisions of this Section 3.1 shall survive the resignation or removal of Escrow Agent and the termination of this Escrow Agreement.

Section 3.2. Limitation of Liability. ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM ESCROW AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

Section 3.3. Resignation or Removal. Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove Escrow Agent by furnishing to Escrow Agent a joint written notice of its removal along with payment of all fees and expenses to which Escrow Agent is entitled through the date of removal. Such resignation or removal, as the case may be, shall be effective ninety (90) calendar days after the delivery of such notice or upon the earlier appointment of a successor, and Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Property and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of ninety (90) calendar days following the delivery of such notice of resignation or removal, Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties.

Section 3.4. Compensation. Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit C, which compensation shall be paid solely by TSMC Arizona. The fee owed by TSMC Arizona and agreed upon for the services rendered hereunder is intended as full compensation for Escrow Agent's services as contemplated by this Escrow Agreement; provided, however, that in the event that the conditions for the disbursement of funds under this Escrow Agreement are not fulfilled, or Escrow Agent renders any service not contemplated in this Escrow Agreement, or there is any assignment of interest in the subject matter of this Escrow Agreement, or any material modification hereof, or if any material controversy arises hereunder, or Escrow Agent is made a party to any litigation pertaining to this Escrow Agreement or the subject matter hereof, then Escrow Agent shall be compensated for such extraordinary services and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event, except to the extent any such material controversy or litigation involves or arises from Escrow Agent's (i)

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breach of its obligations under this Escrow Agreement, or (ii) gross negligence or willful misconduct. If any amount due to Escrow Agent hereunder is not paid within thirty (30) calendar days of the date due, Escrow Agent in its sole discretion may charge TSMC Arizona interest on such amount up to the highest rate permitted by applicable law.

Section 3.5. Disagreements. If any conflict, disagreement or dispute arises between, among, or involving any of the parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or Escrow Agent is in doubt as to the action to be taken hereunder, Escrow Agent may, at its option, retain the Escrow Property until Escrow Agent (i) receives a final non-appealable order or judgment of a court of competent jurisdiction or a final non-appealable arbitration decision directing delivery of the Escrow Property, in which event Escrow Agent shall deliver the Escrow Property as set forth in such order or judgment, (ii) receives a written agreement executed by each of the Parties involved in such disagreement or dispute directing delivery of the Escrow Property, in which event Escrow Agent shall be authorized to disburse the Escrow Property in accordance with such final court order, arbitration decision, or agreement, or (iii) files an interpleader action in any court of competent jurisdiction, and upon the filing thereof, Escrow Agent shall be relieved of all liability as to the Escrow Property and shall be entitled to recover reasonable attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action. Any such court order or arbitration decision shall be accompanied by a written instrument of the presenting Party certifying that such court order or arbitration decision is final, non-appealable and from a court of competent jurisdiction or from a competent arbitration panel, upon which instrument Escrow Agent shall be entitled to conclusively rely without further investigation. Escrow Agent shall be entitled to act on any such agreement, court order, or arbitration decision without further question, inquiry, or consent.

Section 3.6. Merger or Consolidation. Any corporation or association into which Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

Section 3.7. Attachment of Escrow Property; Compliance with Legal Orders. In the event that any Escrow Property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Property, Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that Escrow Agent obeys or complies with any such writ, order or decree, it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated. Escrow Agent shall further have no obligation to pursue any action that is not in

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accordance with applicable law.

Section 3.8 Force Majeure. Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

ARTICLE 4 MISCELLANEOUS

Section 4.1. Binding Agreement, Successors and Assigns. The Parties and Escrow Agent represent and warrant that the execution and delivery of this Escrow Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Escrow Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. This Escrow Agreement shall be binding on and inure to the benefit of the Parties and Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement. No assignment of the interest of any of the Parties shall be binding unless and until written notice of such assignment shall be delivered to the other Party and Escrow Agent and shall require the prior written consent of the other Party and Escrow Agent (such consent not to be unreasonably withheld, conditioned or delayed).

Section 4.2. Escheat. The Parties are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. Escrow Agent shall have no liability to the Parties, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Property escheat by operation of law, except to the extent any such escheat rising from Escrow Agent's gross negligence or willful misconduct.

Section 4.3. Notices. All notices, requests, demands, and other communications required under this Escrow Agreement shall be in writing, in English, and shall be deemed to have been duly given: (i) on the date of delivery if delivered personally to the appropriate notice address below; (ii) on the day of transmission if sent by electronic mail ("e-mail"), as long as such e-mail is accompanied by a PDF signature or similar version of the relevant document bearing an authorized signature, which such signature shall, in the case of each of the Parties, be a signature set forth in the applicable Security Certificate) to the e-mail address provided below, and written confirmation of receipt is obtained promptly after completion of transmission; (iii) on the next Business Day if delivered by overnight delivery with a reputable national overnight delivery service; or (iv) on the date that is five (5) Business Days after depositing such notice or communication in the United States mail, return receipt requested, and postage prepaid. For the purpose of this Escrow Agreement, "Business Day" shall mean any day other than a Saturday, a Sunday, a federal or state holiday, and any other day on which Escrow Agent is required to be

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closed by federal law. If notice is given to a party, it shall be given at the address for such party set forth below. It shall be the responsibility of the parties to notify each other in writing of any name or address changes.

If to TSMC Arizona:

TSMC Arizona Corporation
2851 Junction Avenue
San Jose, CA95134
Attention: Tricia Chu
Telephone: (408) 382-7907
E-mail: triciac@tsmc.com

AND

TSMC Arizona Corporation
5509 NW Parker Street
Camas, WA 98607
Attention: Spencer Leese
Telephone: (360) 817-3176
E-mail: sleese@tsmc.com

WITH COPY TO

Senior Director, Finance Division
Taiwan Semiconductor Manufacturing Company Limited
8, Li-Hsin Rd. 6, Hsinchu Science Park,
Hsinchu 300-78, Taiwan, R.O.C.
Attention: Diane Kao
Telephone: (886) 3-5636688#7125923
Email: diane_kao@tsmc.com

AND

Director, Corporate and Compliance Legal Division
Taiwan Semiconductor Manufacturing Company Limited
8, Li-Hsin Rd. 6, Hsinchu Science Park,
Hsinchu 300-78, Taiwan, R.O.C.
Attention: Morris Cheng
Telephone: (886) 3-5636688#7125861 Email: tc_cheng@tsmc.com

If to City:

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Director, Community and Economic Development Department
 City of Phoenix
 200 West Washington Street, 20th Floor
 Phoenix, Arizona 85003
 Attention: Christine Mackay
 Telephone: (602) 262-5040
 E-mail: christine.mackay@phoenix.gov

AND

Chief Financial Officer
 City of Phoenix
 251 West Washington Street, 9th Floor
 Phoenix, Arizona 85003
 Attention: Denise Olson
 Telephone: (602) 262-7166
 E-mail: denise.olson@phoenix.gov

WITH COPY TO:

City Clerk
 City of Phoenix
 200 West Washington Street, 15th Floor
 Phoenix, Arizona 85003

If to Escrow Agent:

Wells Fargo Bank, National Association
 Corporate Trust Services
 1700 Lincoln St, 12th Floor
 Denver, CO 80203
 Attention: Bruce Kramlich
 Tel: 303-863-6029
 E-mail: bruce.c.kramlich@wellsfargo.com

Section 4.4. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without reference to its conflicts of laws principles.

Section 4.5. Entire Agreement. This Escrow Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties related to the Escrow Property.

Section 4.6. Amendment. This Escrow Agreement may be amended, modified, superseded, rescinded, or canceled only by a written instrument executed by the Parties and Escrow Agent.

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Section 4.7. Waivers. The failure of any party to this Escrow Agreement to require performance of any provision under this Escrow Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Escrow Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Escrow Agreement.

Section 4.8. Headings. Section headings of this Escrow Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Escrow Agreement.

Section 4.9. Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. The exchange of copies of this Escrow Agreement and of signature pages by electronic image scan transmission in .pdf format shall constitute effective execution and delivery of this Escrow Agreement as to the Parties and Escrow Agent and may be used in lieu of the original Escrow Agreement for all purposes. [This Escrow Agreement shall be valid, binding, and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including any relevant provisions of the Uniform Commercial Code/UCC (collectively, "Signature Law"), in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For the avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.]

Section 4.10. Trial by Jury. Each of the parties hereto hereby irrevocably waives all right to trial by jury to the extent permitted by law in any litigation, action, proceeding in any court arising out of, relating to or in connection with this Escrow Agreement.

Section 4.11. Publication; disclosure. By executing this Escrow Agreement, the Parties and Escrow Agent acknowledge that this Escrow Agreement (including related attachments) contains certain information that is sensitive and confidential in nature and agree that such information needs to be protected from improper disclosure, including the publication or dissemination of this Escrow Agreement and related information to individuals or entities not a

Security C - TSMC Secret

party to this Escrow Agreement. The Parties further agree to take reasonable measures to mitigate any risks associated with the publication or disclosure of this Escrow Agreement and information contained therein, including, without limitation, the redaction of the manual signatures of the signatories to this Escrow Agreement, or, in the alternative, publishing a conformed copy of this Escrow Agreement. If a Party must disclose or publish this Escrow Agreement or information contained therein pursuant to any regulatory, statutory, or governmental requirement, as well as any judicial, or administrative order, subpoena or discovery request, it shall notify in writing the other Party and Escrow Agent at the time of execution of this Escrow Agreement of the legal requirement to do so. If any Party becomes aware of any threatened or actual unauthorized disclosure, publication or use of this Escrow Agreement, that Party shall promptly notify in writing the other Party and Escrow Agent and shall be liable for any unauthorized release or disclosure.

[The remainder of this page left intentionally blank.]

wchshq 2021/04/13 10:24:52

Security C - TSMC Secret

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the Effective Date.

TSMC ARIZONA, an Arizona corporation

By: [Signature]

Name: Diane Kao

Title: Senior Director, TSMC Ltd.

CITY OF PHOENIX, ARIZONA, an
Arizona municipal corporation

By: [Signature]

Name: Denise M. Olson

Title: CFO

ATTEST:

[Signature]

Apr 8, 2021

City Clerk

APPROVED AS TO FORM:
CRIS MEYER, City Attorney

By: [Signature]
Deryck R. Lavelle (Apr 8, 2021 11:40 PDT)

Assistant Chief Counsel



[Signature]
TOS

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Escrow Agent

By: _____

Name: _____

Title: _____

Security C - TSMC Secret

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TSMC ARIZONA, an Arizona corporation

By: _____

Name: _____

Title: _____

CITY OF PHOENIX, ARIZONA, an
Arizona municipal corporation

By: _____

Name: _____

Title: _____

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Escrow Agent

By: Karen Yu

Name: Karen Yu

Title: Vice President

Exhibit A of Exhibit F (Escrow Agreement) not recorded due to confidential financial information

Copy of exhibit on file with:

City of Phoenix Community and Economic Development Department
200 West Washington Street
20th Floor
Phoenix, AZ 85003

Exhibit B of Exhibit F (Escrow Agreement) not recorded due to confidential financial information

Copy of exhibit on file with:

City of Phoenix Community and Economic Development Department
200 West Washington Street
20th Floor
Phoenix, AZ 85003

Security C - TSMC Secret

EXHIBIT C

FEES OF ESCROW AGENT

All fees in relation to the services provided by the Escrow Agent hereunder are waived.

Exhibit G**(Sample List of City Fees for Project)****Permit Fees**

See Phoenix City Code Chapter 9, Appendix A.2

Planning & Development Department Fee Schedule

Water Fees

Water Resource Acquisition Fees (WRAF)

Domestic Meter (4x10" master meter ultrasonic domestic water meter)

Landscape Meter (2x2" compound landscape water meter)

Impact Fees

Draft Impact Fee Estimate has been provided by the City to Owner; final Impact Fees to be determined after a formal submittal of building plans to the City Planning & Development Department. The City acknowledges that Impact Fees are currently based on types of projects with a more generalized scope than Owner's. Owner may elect to provide a study to the City for their consideration to alter future Impact Fees. Based on the study, the City may, in its sole discretion, 1) provide a refund or credit to Owner for previously paid Impact Fees equal to the difference in the Impact Fees actually paid by Owner and the new fee established by the approved study; and/or 2) change future impact fee assessments. Owner acknowledges that any refunds, credits, or change to future impact fee assessments may require City Council approval, and nothing in this Agreement obligates the City to take specific action.

From: [Bianca Freitas](#)
Subject: NorthPark PUD: Inconsistencies with the City of Phoenix General Plan (PlanPHX 2025)- Rezoning Case No. Z-139-24-1, (GPA) Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Wednesday, November 12, 2025 4:03:27 PM

CAUTION: This email originated outside of the City of Phoenix.

Do not click links or open attachments unless you know the sender and were expecting this email.

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The proposed NorthPark Planned Unit Development (PUD) seeks to rezone approximately 6,355 acres of Arizona State Trust Land near the southwest corner of the Loop 303 and I-17 freeways. While described as a “mixed-use master-planned community,” the proposal introduces large-scale industrial and semiconductor-support uses in an area currently designated for low-density residential and preserve/open space.

Our review identifies multiple conflicts with the City of Phoenix General Plan (PlanPHX 2025), the Sonoran Preserve Master Plan, and the North Black Canyon Corridor Plan.

Conflict with General Plan Land Use Designations and Preserve Policies

The PUD’s concurrent General Plan Amendment would redefine Sonoran Preserve boundaries and reclassify mapped open-space lands as mixed-use or employment zones.

“A concurrent Minor General Plan application will amend the Land Use Designations... to reflect clarification... of the future boundaries of the Sonoran Preserve.” (PUD §2.4)

- Contradicts PlanPHX “Environmental Stewardship” goal: “Preserve and protect the City’s unique Sonoran Desert environment.”
- Reduces areas shown as Parks/Open Space- Publicly Owned in the General Plan and shrinks the Sonoran Preserve without clear ecological justification.
- Conflicts with the Sonoran Preserve Master Plan (1998), which designated these lands for permanent protection.

Industrial & High-Tech Uses Incompatible with Land Use and Village Character

The PUD’s “Innovation Corridor” introduces industrial and semiconductor-support activities adjacent to residential zones and near the Sonoran Preserve.

- PlanPHX Land Use Goal LU 1.2: Direct industrial uses to existing employment

corridors rather than expanding into undeveloped desert lands.

- PlanPHX Growth Strategy: Encourages infill before expansion.
- Violates North Gateway Village Core concept, which emphasizes context-sensitive, low-density transitions along preserve edges.

This Encourages sprawl and introduces heavy traffic, noise, and environmental hazards inconsistent with the City's balanced growth objectives.

Density Transfers and Hillside Development Conflicts

The PUD allows density from hillside and preserve areas to be transferred elsewhere within the property: "Density and intensity of development which, but for dedication of Preserve lands, would be allowed, shall be transferable to contiguous non-Preserve lands." (§5.5)

- Undermines Hillside Ordinance (Sec. 710) and General Plan policy to protect slope integrity.
- Contradicts PlanPHX Environmental Stewardship Goal ES 1.3: "Protect natural landforms and scenic views."
- Artificially increases density beyond the 2–3.5 du/ac typically permitted in this area.

Inconsistency with North Black Canyon Corridor Plan (NBCCP)

Although the PUD claims alignment with NBCCP objectives, it lies outside the plan boundary and selectively applies its employment goals: "The Project is outside of the boundaries of the NBCCP." (§2.5)

- Ignores the NBCCP's balance directive between employment and conservation.
- Expands industrial use beyond the NBCCP infrastructure limit line without regional analysis

Governance and Transparency Conflicts

The PUD allows administrative approval of "minor" amendments and requires only ASLD authorization, bypassing public hearings: "Minor amendments shall be reviewed and administratively approved by staff." (§5.3.b)

- Contradicts PlanPHX "Engage Phoenix" Core Value of inclusive, transparent decision-making.
- Reduces City and public oversight of major land use changes.

Transportation & Safety Inconsistencies

The PUD's circulation plan relies primarily on freeway-oriented vehicular access and

lacks binding commitments for multimodal safety or school crossings.

- PlanPHX Transportation Element Goal T 1.1: “Design systems that safely support all modes.”
- Fails to address pedestrian/bicycle safety or mitigation of truck cut-through traffic near residential areas.

The NorthPark PUD represents a major deviation from the City’s adopted General Plan and village-level policies. Its cumulative effects—industrial sprawl, loss of preserve land, and diminished public oversight- are inconsistent with PlanPHX 2025’s core principles of Environmental Stewardship, Connectivity, and Community Engagement.

We respectfully request that the City deny the rezoning and General Plan amendments as submitted and require a new plan that:

- Removes industrial and manufacturing uses south of Loop 303;
- Restores Sonoran Preserve boundaries as defined in the 1998 Master Plan;
- Ensures independent traffic and environmental impact studies;
- Implements real, data-driven safety improvements at school crossings and intersections.

Sent from my iPhone

From: [Bob Saigh](#)
To: [Adrian G Zambrano](#)
Subject: NorthPark campaign
Date: Wednesday, November 12, 2025 3:03:37 PM

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Hello Adrian ... I met you briefly at the North Gateway VPC meeting on October 9 at the Beuf Center. I'm a nine-year Stetson Hills resident, current president of the Stetson Hills Homeowners Association, and I've followed the NorthPark and other nearby developments closely in recent years, concerned about their impact on our 24-year old community.

Fyi, I received the unasked-for text message below (scroll down, please) this morning. After reading it, I noted the developers made no mention of the heavy industrial uses planned for and stated publicly by the developer(s) for this huge project, nor - of course - do they mention the project's impact on adjacent residential communities, recreational areas, regional environment and, yes, the CAP Canal, which has received scant attention throughout this public process.

Since the industrial uses have become known, no member in the most directly affected community, Stetson Valley, has supported the NorthPark development, and there is concern about the project's effects in Stetson Hills and I'm sure other nearby communities.

Back to the CAP Canal, surely we can't take any chance/risk with our diminished and uncertain water supply in the near-years ahead for the Phoenix metro region, much less the state and the Southwest region we're part of. You've probably read the water scarcity news reports I've read and more, so you know the water issue's not fake, is real, near, and to-date has no viable fixes that will sustain life as we have it now. The alarms need to be heeded now.

Thank you for noting my comments.

Bob Saigh, president
Stetson Hills Homeowners Association
25242 N 44th Dr
Phoenix, AZ 85083
630/624-3546, m/t

NorthPark text message ...

NorthPark brings entertainment, recreation, and high-end amenities to North Phoenix! Plus:
High-Paying Jobs
Smart Growth
2,100 Acres of Preserve Open Space

Urge the Village Planning Committee to approve NorthPark before tomorrow's meeting!

Act Now: <https://e.campaignsvc.com/rQDYg70ZgSb> [e.campaignsvc.com]
Reply STOP to Opt-Out

From: [Brenda Southall](#)
To: [PDD North Gateway VPC](#)
Subject: Northpark Rezoning
Date: Wednesday, November 12, 2025 5:44:45 PM

CAUTION: This email originated outside of the City of Phoenix.

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To The Planning Commission,

As a homeowner in North Phoenix, **I strongly oppose the proposed rezoning for NorthPark, Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1. This project represents overdevelopment that will severely harm our community.**

Key concerns include:

1. Flawed traffic study – The analysis assumes 20% of trips stay inside the community, far above the 5–10% recommended by City guidelines. This underestimates the true number of cars on our roads.
2. Outdated comparisons – The study relies on traffic data from Anthem (2010–2012), which is not reflective of today’s congestion, travel patterns, or growth.
3. Failing intersections – Critical intersections are projected to fail with long delays and safety risks.
4. Child safety – With thousands of additional vehicles on Stetson Valley Parkway, children will not be able to cross safely to schools, parks, or friends’ homes. This threatens the walkability and livability of our neighborhood.
5. Semi-truck cut-throughs – By opening Stetson Valley Parkway as a north-south corridor, semi-trucks will be allowed to cut through what is currently a residential street. This is not acceptable in a family-oriented neighborhood — semi-trucks should be prohibited from utilizing this neighborhood road.
6. Unfunded mitigations – The study assumes roadway improvements by 2050 that are neither funded nor guaranteed. In reality, residents would face years of gridlock before relief ever comes.
7. Excessive density – Increasing from 1 home per acre to nearly 5 homes per acre will generate over 160,000 daily vehicle trips, overwhelming neighborhood streets, arterials, and freeways. This density does not fit the character of our community.
8. Industrial uses disguised as “innovation” – Residents are deeply concerned about the inclusion of a microchip manufacturing plant or similar heavy industrial use within this project. Calling this an “innovation corridor” is misleading — it masks the fact that these are industrial operations, not compatible with nearby residential neighborhoods.
9. Environmental and quality-of-life impacts – Microchip fabrication facilities are extremely resource-intensive. They consume vast amounts of water and electricity, use hazardous chemicals, and generate airborne and wastewater pollutants. Additionally, they operate 24 hours a day, creating constant noise, lighting, and vibration impacts that are incompatible with residential living.
10. Inappropriate location for industrial activity – Industrial facilities should be sited in properly zoned, buffered areas with existing infrastructure to support their energy and water demands — not adjacent to homes, schools, and parks. Allowing such uses here would

irreversibly alter the character, safety, and livability of our community.

I urge you to deny this rezoning request. At a minimum, the project should be significantly reduced in scale and exclude all industrial or manufacturing uses until traffic, safety, and environmental concerns are fully addressed.

Please protect our community from reckless overdevelopment and incompatible industrial expansion.

Sincerely,
Steve & Brenda Southall

From: [Cheryl ABAD](#)
To: engage@az.gov
Subject: Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Wednesday, November 12, 2025 8:40:51 PM

CAUTION: This email originated outside of the City of Phoenix.

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As a homeowner in North Phoenix, I strongly oppose the proposed rezoning for NorthPark, Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1. This project represents **overdevelopment that will severely harm our community**. While I support the expansion of semiconductor manufacturing for the security of our country, the NorthPark expansion that is proposed poses a threat to the family-oriented community that resides to the south of this proposal. **Please do not rezone the land to the south of the 303 for industrial expansion.**

Key concerns include:

1. Flawed traffic study - The analysis assumes 20% of trips stay inside the community, far above the 5-10% recommended by City guidelines. This underestimates the true number of cars on our roads.
2. Outdated comparisons - The study relies on traffic data from Anthem (2010-2012), which is not at all reflective of today's congestion, travel patterns, or growth.
3. Failing intersections - Critical intersections are projected to fail with long delays and safety risks.
4. Child safety - With thousands of additional vehicles on Stetson Valley Parkway, children will not be able to cross safely to schools, parks or homes. This threatens the walkability and livability of our neighborhood.
5. Semi-truck cut-throughs - By opening Stetson Valley Parkway as a north/south corridor, semi-trucks will be allowed to cut through what is currently a residential street. This is not acceptable in a family-oriented neighborhood - **semi-trucks should be prohibited from utilizing the neighborhood road.**
6. Unfunded mitigations - This study assumes roadway improvement by 2050 that are neither funded nor guaranteed. In reality, residents would face years of gridlock before relief ever comes.
7. Excessive density - Increasing from 1 home per acre to nearly 5 homes per acre will generate over 160,000 daily vehicle trips, overwhelming neighborhood streets, arterials, and freeways. This density will damage this community beyond measure.
8. Industrial uses disguised as "innovation" - I am deeply concerned about the inclusion of a microchip manufacturing plant or similar heavy industrial use within this project. Calling this an "innovation corridor" is misleading - it masks the fact that these are industrial operations not compatible with nearby residential neighborhoods.
9. Environmental and quality-of-life impacts - Microchip fabrication facilities are extremely resource intensive. They consume vast amounts of water and electricity,

use hazardous chemicals, and generate airborne and wastewater pollutants.

Additionally, they operate 24 hours a day, creating constant noise, lighting and vibration impacts that are incompatible with residential living.

10. Inappropriate location for industrial activity - industrial facilities should be sited in properly zoned, buffered areas with existing infrastructure to support their energy and water demands - not adjacent to homes, schools, and parks. Allowing such uses here would irreversibly alter the character, safety and livability of our community.

I urge you to deny this rezoning request. At a minimum, the project should be significantly reduced in scale and exclude all industrial or manufacturing uses until traffic, safety and environmental concerns are fully addressed. Imagine if this was your neighborhood. What actions would you take to protect your children and your community?

Please protect our community from reckless overdevelopment and incompatible industrial expansion.

Thank you for your time and attention to this serious matter.

Kind regards,
Cheryl Abad, RN

From: [Cheryl Smith](#)
Subject: Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Wednesday, November 12, 2025 1:47:01 PM

CAUTION: This email originated outside of the City of Phoenix.

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As a homeowner in North Phoenix, I strongly oppose the proposed rezoning for NorthPark, Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1. This project represents overdevelopment that will severely harm our community!!!

With thousands of additional vehicles on Stetson Valley Parkway, children will not be able to cross safely to schools, parks, or friends' homes. This threatens the walkability and livability of our neighborhood.

This is a family oriented community and will be ruined by semi-truck cut-throughs. They tell us it won't but we all know how that goes...by opening Stetson Valley Parkway as a north-south corridor, semi-trucks will be allowed to cut through what is currently a residential street. This is not acceptable in a family-oriented neighborhood — semi-trucks should be prohibited from utilizing this neighborhood road.

I too am deeply concerned about the inclusion of the industrial use being sold as innovation and calling it an innovation corridor which is misleading at best, it masks the fact that these are industrial operations, not compatible with nearby residential neighborhoods.

Microchip plants consume vast amounts of water and electricity, use hazardous chemicals, and generate airborne and wastewater pollutants. Additionally, they operate 24 hours a day, creating constant noise, lighting, and vibration impacts that do not belong anywhere near residential areas!

I am pro-growth and appreciate the job creation and what it brings to our State but not at the expense of so many Arizona families who oppose this with good reason.

This project needs to be in a place that is properly zoned for these types of facilities that have the infrastructure in place to support their energy and water demands not adjacent to homes, schools, and parks which will irreversibly alter the character, safety, and livability of our community.

One last thought...if this was proposed in your neighborhood community where your children or grandchildren attend school and play safelywould you support this.

Please help us by voting NO on this in support of doing the right thing...

Thank you,
Cheryl Smith

Sent from my Verizon, Samsung Galaxy smartphone

From: [Jessica Wise](#)
To: [Jessica Bodenlos](#)
Subject: NorthPark PUD: Inconsistencies with the City of Phoenix General Plan (PlanPHX 2025)- Rezoning Case No. Z-139-24-1, (GPA) Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Wednesday, November 12, 2025 2:08:38 PM

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To Whom It May Concern,

My name is Jessica Bodenlos and I'm a homeowner in the Stetson Valley Community that lives off of Happy Valley and 51st Ave. I have two small children and cross N. Stetson Valley Parkway daily on foot to enjoy the parks, hiking trails, and playgrounds in our neighborhood. I purchased my home 5 years ago and was aware that the road would eventually be connected to the 303 but was assured that the nature at the canal area would remain in tact and that the roadway would stay the 4 lanes that are currently there. Our neighborhood already struggles with high speed limits, cars running the two 4 way stops, and keeping the community safe for the young children and students that frequently cross N. Stetson Valley Parkway to get to school and the parks.

I am vehemently against the new plan that appears to more than double (triple, quadruple?) the amount of homes that are going in, allow semi trucks to go through the neighborhood (due to safety and increased noise in homes that run directly along the street), and the lack of foresight to plan additional speed humps/lights/four way stops, etc. I worry about my children's safety with me (and even moreso once they are independent enough to ride bikes on their own), my property value, the inevitable increase in accidents, and the increased noise pollution.

Please do not change the original plans for the neighborhood and/or if they will be changing please do the due diligence and studies that are needed to properly plan for this major change before it is voted upon so that our neighborhood remains safe and our children are thought of and cared for.

Please find the following information below that my HOA board put together with further details that are pertinent to our concerns as a community. I appreciate your help in this matter.

Best,
Jessica Bodenlos
26910 N 54th Ave, Phoenix, AZ 85083

The proposed NorthPark Planned Unit Development (PUD) seeks to rezone approximately 6,355 acres of Arizona State Trust Land near the southwest corner of the Loop 303 and I-17 freeways. While described as a "mixed-use master-planned community," the proposal introduces large-scale industrial and semiconductor-support uses in an area currently designated for low-density residential and preserve/open space.

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"A concurrent Minor General Plan application will amend the Land Use Designations... to reflect clarification... of

the future boundaries of the Sonoran Preserve.” (PUD §2.4)

- Contradicts PlanPHX “Environmental Stewardship” goal: “Preserve and protect the City’s unique Sonoran Desert environment.”
- Reduces areas shown as Parks/Open Space- Publicly Owned in the General Plan and shrinks the Sonoran Preserve without clear ecological justification.
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Industrial & High-Tech Uses Incompatible with Land Use and Village Character

The PUD’s “Innovation Corridor” introduces industrial and semiconductor-support activities adjacent to residential zones and near the Sonoran Preserve.

- PlanPHX Land Use Goal LU 1.2: Direct industrial uses to existing employment corridors rather than expanding into undeveloped desert lands.
- PlanPHX Growth Strategy: Encourages infill before expansion.
- Violates North Gateway Village Core concept, which emphasizes context-sensitive, low-density transitions along preserve edges.

This Encourages sprawl and introduces heavy traffic, noise, and environmental hazards inconsistent with the City’s balanced growth objectives.

Density Transfers and Hillside Development Conflicts

The PUD allows density from hillside and preserve areas to be transferred elsewhere within the property: “Density and intensity of development which, but for dedication of Preserve lands, would be allowed, shall be transferable to contiguous non-Preserve lands.” (§5.5)

- Undermines Hillside Ordinance (Sec. 710) and General Plan policy to protect slope integrity.
- Contradicts PlanPHX Environmental Stewardship Goal ES 1.3: “Protect natural landforms and scenic views.”
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- Fails to address pedestrian/bicycle safety or mitigation of truck cut-through traffic near residential areas.

The NorthPark PUD represents a major deviation from the City's adopted General Plan and village-level policies. Its cumulative effects—industrial sprawl, loss of preserve land, and diminished public oversight- are inconsistent with PlanPHX 2025's core principles of Environmental Stewardship, Connectivity, and Community Engagement.

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- Removes industrial and manufacturing uses south of Loop 303;
- Restores Sonoran Preserve boundaries as defined in the 1998 Master Plan;
- Ensures independent traffic and environmental impact studies;
- Implements real, data-driven safety improvements at school crossings and intersections.

From: [Joshi Mathew](#)
Subject: Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Wednesday, November 12, 2025 6:26:38 PM

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water demands — not adjacent to homes, schools, and parks. Allowing such uses here would irreversibly alter the character, safety, and livability of our community.

I urge you to deny this rezoning request. At a minimum, the project should be significantly reduced in scale and exclude all industrial or manufacturing uses until traffic, safety, and environmental concerns are fully addressed.

Please protect our community from reckless overdevelopment and incompatible industrial expansion.

Regards,
Joshi

From: [Lisa Stegman](#)
To: [Mayor Gallego](#); [Council District 1 PCC](#); [PDD North Gateway VPC](#); [Adrian G Zambrano](#); [Sarah Stockham](#); [Racelle Escobar](#)
Subject: JUST SAY NO to Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24- 1 & GPA-NG-2-24-1
Date: Wednesday, November 12, 2025 3:35:56 PM

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Dear Mayor Gallego, Councilwoman Anne O'Brien, and those serving on the Village Planning Committee,

With regards to the NorthPark community area, Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24- 1 & GPA-NG-2-24-1, I am a homeowner of 20 years living in the area and **oppose** these changes that will more than double the original housing proposal, re-zone to allow industrial manufacturing. Both are gambling with our ever-shrinking desert preserve, resources, and the health/safety of those nearby. I hope you can see that this is not right for Northwest Phoenix and please **deny these requests**.

Is the monetary gain worth scarring our Sonoran Desert forever? I say "No!" **I implore you to vote "No"** to re-zoning for industrial use and "No" for increased housing density and "No" to using protected preserve land for private development. **Let's agree to be good stewards of our Sonoran Desert Preserve out of respect for the wildlife and nature within, and for the humans whom connect with both.**

Please read on to see my independent points that support my opposition to these proposals. If you do not have time, please seize this chance to set precedence and stand against reckless development that tramples on our desert spaces and sucks up our limited resources. On behalf of the residents that live here now and those who will reside here in the future, **please take a stand for mindful growth that is aligned with surrounding communities**, well planned with current and accurate data, right sized for our shrinking resources (energy/water), and density that is respectful of our protected open spaces.

More Points against Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24- 1 & GPA-NG-2-24-1

1. **CivTech NorthPark Report falls short.** Projections being made in the CivTech North Park analysis document are outdated, underestimated, and flawed. In fact, the current iteration of housing counts for North Park included in this document will surpass that of Anthem today (2025), making the Anthem comparison used from fifteen years ago (2010) completely irrelevant. I would like to point out that the "study horizon years" was gleaned from data provided by the City of Phoenix

Transportation Department in July 2023. It is almost 2026 and there has been huge growth along the Happy Valley Road corridor both west of the I-17 with the building of Aloravita and ever expanding Vistancia as well as east of the I-17 with the continued building of the Union Park area. The “rush hour” snapshot for one day in April and November 2024 and then one 24-hour assessment in May is insufficient to gain insight on traffic trends. Did anyone notice that in Figure 3 on page 18 shows the current traffic volumes on 51st / Happy Valley Road with peak AM volume totaling 587 for those turning eastbound onto Happy Valley, yet the 2050 MAG model projection on page 282 shows this same peak time decreasing to 515 in volume turning left (eastbound) onto Happy Valley. There is no information to support this reduction in traffic. This is unreal. The Crash History data was collected from years 2020-2022 during the pandemic when commuters were working from home and students were not commuting to school. This data is totally out of touch with current reality. The Percent Trip Distribution chart shows an increase of 5% from 303/67th steady to 67th and Happy Valley Rd, yet somehow the 15% increase at 303/51st Avenue dwindles to 1% increase at 51st Avenue and Happy Valley Road while that same distance along the I-17 corridor increases from 13% to 25%. What preventions are being put in place to detour traffic from using 51st Avenue? This is never addressed in the report. The Trip Generation tables were created based on 2010 census data from Anthem rather than 2020 census data (and did not include “West Anthem”). If you lived in this area, you would know factually that this information is not a realistic reflection of the current day, let alone a feasible projection. I believe using Anthem as an example is very short sided with the 15,000 and growing dwelling numbers planned for North Park. This is out of scope from the earlier meetings in 2025 with projections of 6000 homes and stating that North Park would be a “mirror” of the Stetson Valley community, which is about 2500 homes. Adding to that another TSCM plant south of the 303 is definitely not in the same spirit of the Stetson Valley area.

2. **Transportation/Roadways cannot sustain an Anthem-sized or bigger community.** Already the I-17 backs up south of the 303-loop starting at 3pm and a sign flashes all day to expect slowing and backups as you pass Jomax on the I-17. The 303 loop was supposed to help with the congestion on Happy Valley Road and has yet to do so as commuters still use it to get out to Vistancia and all of the development in the Lake Pleasant Pkwy corridor. With Happy Valley Road now down to one lane west-bound for the next two years, I cannot envision Happy Valley and 51st Avenue being a thoroughfare for NorthPark construction vehicles for housing, let alone industrial building. This will only exacerbate an already overwhelmed and overcrowded infrastructure. See #1 for concerns raised with the

CivTech NorthPark Analysis.

3. **Water Shortages will only get worse.** The rising cost of water to the Stetson Valley and nearby communities is concerning. This will not be helped by building large manufacturing plants like TSCM. Homeowners whom have lived in the area for 20-40 years should not have to pay a premium on their water because of rezoning from single family housing to industrial manufacturing. We need your mindfulness when it comes to this limited, but life depending resource.
4. **Manufacturing plants are not the norm for our suburban communities. (Too much noise, pollution (air/light), resource intensive).** Halo Vista is a planned community within the shadow of the current TSCM plant. While this is a common model in other countries (to live on site of where you work or in on-site provided housing), this is not the norm in the United States. We are used to a significant buffer from plants like this for safety and security. Anthem was supposed to be a city where you "lived, worked and played". It proved to be far from that causing major backups on the I-17. Most employment remains at least 20 miles away and it has been over 20 years without major public transportation available in that area except one ridesharing lot. Anthem would not welcome industrial manufacturing within their country-club community. The truth is people will continue to commute for work in a city as large as Phoenix. Let's not experiment further until Halo Vista has fully tested the "work where you live theory". Or, re-purpose the Halo Vista area for further TSCM expansion. Keep industrial parks from encroaching on places where we live. In the meantime, roadway capacities and safety remain a major concern for further development north towards Anthem.
5. **Other options for TSCM expansion.** Should TSCM require additional land, I wonder if additional industrial/manufacturing could be built on non-preserve land adjacent to it in the slated "Halo Vista" area closest to the I-17 or even further north of the 303 and south of Carefree Highway from their current location where the land is similar. Also, there are more flat lands northwest of the Ben Avery Range, north of Hwy 74 all the way to the Phoenix Federal Correctional Institution. This land (if not protected preserve) might be better used for another giant manufacturing plant(s) as housing is less desirable in this location. This should at least be explored before jumping to re-zone a neighborhood.

As a career person in technology, I am not against bringing real tech jobs to Phoenix, nor am I against development in general. I was informed this area would grow more communities in the north corridor with protection for preserved lands based on the 25-year plan when I purchased my home. I am, however, against the extreme changes to the housing density, types of housing, and the rezoning for more industrial plants within the community which will bring more traffic from areas all around the valley and does not align with the current surrounding neighborhoods. This is careless growth without consideration for conserving water, energy and the open desert spaces for sustainable healthy ecological

integrity. I encourage every person on this planning committee and all of those voting to drive through and even hike the Stetson Valley area and observe the neighborhood including the beautiful parks, preserves, foothills, wildlife and night sky and consider a NorthPark that will mirror in likeness to the Stetson Valley area. Is the monetary gain worth scarring this desert landscape forever with the addition of massive, resource intensive, highly visible, brightly lit industrial plant(s) in the midst of a suburban Phoenix neighborhood and desert foothills? I say "No!" I **implore you to vote "No" to re-zoning for industrial use and "No" for increased housing density and "No" to using protected preserve land for private development. Let's agree to be good stewards of our Sonoran Desert Preserve out of respect for the wildlife and nature within, and for the humans whom connect with both.**

Thank you for your time and for you representation of our great city.

-Lisa Stegman

From: [Matt Pavelek](#)
To: engage@az.gov
Subject: Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Wednesday, November 12, 2025 8:15:29 PM

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As a homeowner in North Phoenix, I strongly oppose the proposed rezoning for NorthPark, Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1. This project represents overdevelopment that will severely harm our community.

Key concerns include:

1. Flawed traffic study – The analysis assumes 20% of trips stay inside the community, far above the 5–10% recommended by City guidelines. This underestimates the true number of cars on our roads.
2. Outdated comparisons – The study relies on traffic data from Anthem (2010–2012), which is not reflective of today's congestion, travel patterns, or growth.
3. Failing intersections – Critical intersections are projected to fail with long delays and safety risks.
4. Child safety – With thousands of additional vehicles on Stetson Valley Parkway, children will not be able to cross safely to schools, parks, or friends' homes. This threatens the walkability and livability of our neighborhood.
5. Semi-truck cut-throughs – By opening Stetson Valley Parkway as a north-south corridor, semi-trucks will be allowed to cut through what is currently a residential street. This is not acceptable in a family-oriented neighborhood — semi-trucks should be prohibited from utilizing this neighborhood road.
6. Unfunded mitigations – The study assumes roadway improvements by 2050 that are neither funded nor guaranteed. In reality, residents would face years of gridlock before relief ever comes.
7. Excessive density – Increasing from 1 home per acre to nearly 5 homes per acre will generate over 160,000 daily vehicle trips, overwhelming neighborhood streets, arterials, and freeways. This density does not fit the character of our community.
8. Industrial uses disguised as “innovation” – Residents are deeply concerned about the inclusion of a microchip manufacturing plant or similar heavy industrial use within this project. Calling this an “innovation corridor” is misleading — it masks the fact that these are industrial operations, not compatible with nearby residential neighborhoods.
9. Environmental and quality-of-life impacts – Microchip fabrication facilities are extremely resource-intensive. They consume vast amounts of water and electricity, use hazardous chemicals, and generate airborne and wastewater pollutants. Additionally, they operate 24 hours a day, creating constant noise, lighting, and vibration impacts that are incompatible with residential living.
10. Inappropriate location for industrial activity – Industrial facilities should be sited in

properly zoned, buffered areas with existing infrastructure to support their energy and water demands — not adjacent to homes, schools, and parks. Allowing such uses here would irreversibly alter the character, safety, and livability of our community.

I urge you to deny this rezoning request. At a minimum, the project should be significantly reduced in scale and exclude all industrial or manufacturing uses until traffic, safety, and environmental concerns are fully addressed.

Please protect our community from reckless overdevelopment and incompatible industrial expansion.

Sent from my iPhone

From: [Nicholas Hawes](#)
Subject: Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Wednesday, November 12, 2025 11:42:39 PM

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Please protect our community from reckless overdevelopment and incompatible industrial expansion.

-Concerned Resident

From: myeverhardt@aol.com
To: [Racelle Escolar](#)
Subject: Rezoning Case No. Z-139-24-1 & (GPA) Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Wednesday, November 12, 2025 7:35:24 PM

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Please don't support irresponsible growth! I was born and raised in North Phoenix (1966) and have seen rapid growth for years. It is now growing like wildfire. We don't have what is needed for this kind of growth in the desert! Our streets are already overloaded with traffic and accidents....now they want to put it in the middle of our neighborhood! It is not safe nor responsible for our children! Please say NO to Rezoning!!

Homeowner
Ruby Blum
Stetson Valley 85083
[Sent from AOL on Android \[aolapp.onelink.me\]](#)

From: [Smitha Joshi](#)
Subject: Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Wednesday, November 12, 2025 6:26:51 PM

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I urge you to deny this rezoning request. At a minimum, the project should be significantly reduced in scale and exclude all industrial or manufacturing uses until traffic, safety, and environmental concerns are fully addressed.

Please protect our community from reckless overdevelopment and incompatible industrial expansion.

Regards !
Smitha

From: [Brenda Southall](#)
To: [Racelle Escobar](#)
Subject: Northpark Rezoning
Date: Wednesday, November 12, 2025 5:49:41 PM

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Racelle Escobar,

As a homeowner in North Phoenix, **we strongly oppose the proposed rezoning for NorthPark, Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1. This project represents overdevelopment that will severely harm our community.**

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Please protect our community from reckless overdevelopment and incompatible industrial expansion.

Sincerely, Steve & Brenda Southall

From: [Haye & Tikva de Jong](#)
Subject: Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Wednesday, November 12, 2025 12:57:10 PM

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Please protect our community from reckless overdevelopment and incompatible industrial expansion.

Thank you,

Tikva de Jong

(A current homeowner at Stetson Hills that is very concerned)

From: Amanda Chapman <amanda.hartsook@gmail.com>

Sent: Thursday, November 13, 2025 9:16 AM

To: engage@az.gov; PDD North Gateway VPC <northgatewayvpc@phoenix.gov>; Adrian G Zambrano <adrian.zambrano@phoenix.gov>; Council District 1 PCC <council.district.1@phoenix.gov>; Sarah Stockham <sarah.stockham@phoenix.gov>; Racelle Escolar <racelle.escolar@phoenix.gov>; Mayor Gallego <mayor.gallego@phoenix.gov>; Council District 2 PCC <council.district.2@phoenix.gov>; Council District 3 PCC <council.district.3@phoenix.gov>; Council District 4 <council.district.4@phoenix.gov>; Council District 5 PCC <council.district.5@phoenix.gov>; Council District 6 PCC <District6@phoenix.gov>; Council District 8 PCC <council.district.8@phoenix.gov>

Subject: Vote NO To: Rezoning Case No. Z-139-24-1 & (GPA) Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1

Dear Governor Hobbs, Mayor Gallego, City Council Members and North Gateway Planning Committee,

I am writing to express my **strong opposition** to the proposed **North Park Development** in North Phoenix. While economic growth is important, this project represents **irresponsible growth**, a **serious public health risk**, and **significant safety concerns** for our surrounding residential community.

Placing **TSMC's "Innovation Corridor"** so close to established neighborhoods and schools is deeply troubling. History has already shown us the dangers of high-tech manufacturing near residential areas. The contamination from **Motorola's semiconductor facilities** in Phoenix and Scottsdale led to severe **groundwater pollution** from industrial solvents such as **TCE**, a probable human carcinogen, and caused long-term health effects for nearby residents ([Phoenix New Times](https://www.phoenixnewtimes.com) [\[phoenixnewtimes.com\]](https://www.phoenixnewtimes.com)). We cannot allow history to repeat itself.

As elected and appointed leaders, you have a duty to protect the health, safety, and quality of life of the people you represent, **not just to follow the money**. If you believe this development is truly in the best interest of Arizonans, I urge you to **visit the Stetson Valley community**. Walk with the children traveling to and from **Inspiration Mountain School**, and see firsthand the dangers they would face crossing a **high-volume 4-6 lane roadway** along 51st Avenue. Then look those families in the eye and tell them that the potential for toxic exposure, traffic hazards, and loss of natural open space are acceptable trade-offs for financial or political gain.

Furthermore, it's important to acknowledge that TSMC's Arizona plant has faced growing criticism for its **limited local hiring**. Reports indicate that roughly **half of its workforce has been brought in from Taiwan**, leaving only about half of the positions filled by U.S. hires. This raises serious doubts about whether the promised economic benefits, particularly job creation for Arizona residents, are truly being realized. If there is any question about this impact, I encourage you to visit the surrounding schools, many of which have had to adjust classroom structures and resources to support the influx of non-English-speaking Taiwanese students whose families have relocated here temporarily for TSMC's operations.

I am a **registered voter** who participates in every election, voting down the ticket, and I pay close attention to how my representatives prioritize community well-being over corporate influence. The residents of this area are watching closely.

Furthermore, this proposal **directly conflicts** with the **Sonoran Preserve Master Plan (1998)**, which was designed to **protect** the natural landscape and ecological value of the region. The North Park plan would irreversibly damage the **Sonoran Mountain Preserve**, undermining decades of conservation work and community investment.

We deserve responsible, sustainable development that protects Arizona's people, environment, and future, not short-sighted projects that compromises all three. I strongly urge you to **reject or significantly revise** the North Park Development plan.

Thank you for your time, your service, and for doing what is right for our community.

Stetson Valley Resident,

Amanda

From: [Amanda McGowan](#)
To: [Adrian G Zambrano](#)
Subject: Unsolicited Robotexts- Northpark -Rezoning Case No. Z-139-24-1, (2) General Plan Amendment (GPA) Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Thursday, November 13, 2025 7:07:18 AM

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Hi Adrian,

Please see attached. We continue to receive complaints- multiple complaints yesterday- from community members who are receiving unsolicited spam robotexts such as the one attached promoting Northpark. Please note that they are misleading as they do not disclose the industrial rezoning being sought. I'd like to ask that this is placed in the public record for decision makers as opposition & so that they understand the misleading information that has and continues to be sent to our community about this project. Note that not a single letter of support was sent from any homeowners for this project in 2025, after industrial use near the Sonoran Preserve & our homes was disclosed.

"NorthPark brings entertainment, recreation, and high-end amenities to North Phoenix!

Plus:

<

High-Paying Jobs v Smart Growth

2,100 Acres of

Preserve Open Space

Urge the Village Planning Committee to approve

NorthPark before tomorrow's meeting!

Act Now: [https://e.campaignsvc.com/\[e.campaignsvc.com\]](https://e.campaignsvc.com/[e.campaignsvc.com])

hkYk4OKPzQe

Reply STOP to Opt-Out

"

From: ann@annrevill.com
Subject: Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Thursday, November 13, 2025 12:33:37 PM

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Hi

I am a homeowner in Peoria and I recreate regularly in the state land that is the topic of the rezoning case indicated here. I strongly oppose the proposed rezoning for NorthPark, Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1. This project represents overdevelopment that will severely harm our community. In particular, I am concerned about environmental destruction that may occur as a result of microchip fabrication. This portion of the desert is particularly beautiful - especially in the spring when the Ironwoods bloom. This is the only spot where I've seen this sort of bloom in the Phoenix area, so I will be sad for this to disappear.

While I am all in favour of higher density housing, which will help to house many people with lower environmental impact, it is not clear to me that this particular proposal has been well thought out. For this to work well, there must be amenities in close proximity so that folks can walk to a grocery store or a coffee shop and to a school, rather than needing to drive everywhere. It does not appear that this is part of the plan.

Other key concerns include:

1. Flawed traffic study – The analysis assumes 20% of trips stay inside the community, far above the 5–10% recommended by City guidelines. This underestimates the true number of cars on our roads.
2. Outdated comparisons – The study relies on traffic data from Anthem (2010–2012), which is not reflective of today's congestion, travel patterns, or growth.
3. Failing intersections – Critical intersections are projected to fail with long delays and safety risks.
4. Child safety – With thousands of additional vehicles on Stetson Valley Parkway, children will not be able to cross safely to schools, parks, or friends' homes. This threatens the walkability and livability of our neighborhood.
5. Semi-truck cut-throughs – By opening Stetson Valley Parkway as a north-south corridor, semi-trucks will be allowed to cut through what is currently a residential street. This is not acceptable in a family-oriented neighborhood — semi-trucks should be prohibited from utilizing this neighborhood road.
6. Unfunded mitigations – The study assumes roadway improvements by 2050 that are neither funded nor guaranteed. In reality, residents would face years of gridlock

before relief ever comes.

7. Excessive density – Increasing from 1 home per acre to nearly 5 homes per acre will generate over 160,000 daily vehicle trips, overwhelming neighborhood streets, arterials, and freeways. This density does not fit the character of our community.

8. Industrial uses disguised as “innovation” – Residents are deeply concerned about the inclusion of a microchip manufacturing plant or similar heavy industrial use within this project. Calling this an “innovation corridor” is misleading — it masks the fact that these are industrial operations, not compatible with nearby residential neighborhoods.

9. Environmental and quality-of-life impacts – Microchip fabrication facilities are extremely resource-intensive. They consume vast amounts of water and electricity, use hazardous chemicals, and generate airborne and wastewater pollutants.

Additionally, they operate 24 hours a day, creating constant noise, lighting, and vibration impacts that are incompatible with residential living.

10. Inappropriate location for industrial activity – Industrial facilities should be sited in properly zoned, buffered areas with existing infrastructure to support their energy and water demands — not adjacent to homes, schools, and parks. Allowing such uses here would irreversibly alter the character, safety, and livability of our community.

I urge you to deny this rezoning request. At a minimum, the project should be significantly reduced in scale and exclude all industrial or manufacturing uses until traffic, safety, and environmental concerns are fully addressed.

Please protect our community from reckless overdevelopment and incompatible industrial expansion.

Thank you for listening!

Ann Revill
(c) 480-843-3961

From: [Benjamin](#)
To: [Adrian G Zambrano](#)
Subject: Opposed to North Park Development
Date: Thursday, November 13, 2025 10:26:53 AM

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Hello Mr. Zambrano-

I am opposed to the North Park development.

Sincerely,

Benjamin Beutler
26920 N 52nd Glen, phx

From: [DAVID NIELSEN](#)
To: [PDD North Gateway VPC](#)
Subject: NorthPark - TSMC - Northgateway VPC
Date: Thursday, November 13, 2025 9:37:32 AM
Attachments: [Sonoran Preserve Article 2001.pdf](#)
[NorthPark TSMC.pdf](#)

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Please Vote No or for a Continuance on the NorthPark - TSMC project tonight.

Thank You

David Nielsen

ps. Area in photos was originally shown as Preserve on the 1998 plan, now it is shown with houses. Please have the applicant put the Pyramid Peak area back the way it was originally shown on the 1998 plan. Pyramid Peak gets isolated and ruined under the current NorthPark Plan.

From: [EBE Latcham](#)
Subject: Rezoning Case No. Z-139-24-1 & (GPA) Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Thursday, November 13, 2025 9:56:56 AM

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Hi,

I live in Stetson Valley. Please vote NO on the rezoning of the development called North Park. I am very opposed to this zoning change.

Please do not allow TSMC and Pulte to build industrial buildings south of the loop 303. There is space north of the 303 that does not have homes built there yet. The heavy traffic flow can be handled on the 303.

The industrial traffic should not go through Stetson Valley Parkway. Please vote NO on North Park re-zoning change.

Thank you for supporting residents in north Phoenix by voting No to North Park rezoning!

Ellyce Latcham
Resident

From: [Greg Latcham](#)
Subject: Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Thursday, November 13, 2025 6:06:31 AM

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As a homeowner in North Phoenix, I strongly oppose the proposed rezoning for NorthPark, Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1. This project represents overdevelopment that will severely harm our community.

Key concerns include:

1. **Flawed traffic study** – The analysis assumes 20% of trips stay inside the community, far above the 5–10% recommended by City guidelines. This underestimates the true number of cars on our roads.
2. **Outdated comparisons** – The study relies on traffic data from Anthem (2010–2012), which is not reflective of today’s congestion, travel patterns, or growth.
3. **Failing intersections** – Critical intersections are projected to fail with long delays and safety risks.
4. **Child safety** – With thousands of additional vehicles on Stetson Valley Parkway, children will not be able to cross safely to schools, parks, or friends’ homes. This threatens the walkability and livability of our neighborhood.
5. **Semi-truck cut-throughs** – By opening Stetson Valley Parkway as a north-south corridor, semi-trucks will be allowed to cut through what is currently a residential street. This is not acceptable in a family-oriented neighborhood — semi-trucks should be prohibited from utilizing this neighborhood road.
6. **Unfunded mitigations** – The study assumes roadway improvements by 2050 that are neither funded nor guaranteed. In reality, residents would face years of gridlock before relief ever comes.
7. **Excessive density** – Increasing from 1 home per acre to nearly 5 homes per acre will generate over 160,000 daily vehicle trips, overwhelming neighborhood streets, arterials, and freeways. This density does not fit the character of our community.
8. **Depleting Water Resources - Increasing the density when there have been countless studies that our water in Arizona is rapidly depleting is irresponsible. The long-term sustainability of Arizona's water supply is a major concern, as the current pattern of depletion is unsustainable.**
9. **Industrial uses disguised as “innovation”** – Residents are deeply concerned about the inclusion of a **microchip manufacturing plant or similar heavy industrial use** within this project. Calling this an “innovation corridor” is misleading — it masks the fact that these are industrial operations, not compatible with nearby residential neighborhoods.
10. **Environmental and quality-of-life impacts** – Microchip fabrication facilities are extremely resource-intensive. They consume vast amounts of **water and electricity**, use

hazardous chemicals, and generate **airborne and wastewater pollutants**.

Additionally, they operate 24 hours a day, creating **constant noise, lighting, and vibration impacts** that are incompatible with residential living.

11. **Inappropriate location for industrial activity** – Industrial facilities should be sited in properly zoned, buffered areas with existing infrastructure to support their energy and water demands — **not adjacent to homes, schools, and parks**. Allowing such uses here would irreversibly alter the character, safety, and livability of our community.

I urge you to deny this rezoning request. At a minimum, the project should be significantly reduced in scale and exclude all industrial or manufacturing uses until traffic, safety, and environmental concerns are fully addressed.

Please protect our community from reckless overdevelopment and incompatible industrial expansion.

Sincerely,

From: [Heather McLaughlin](#)
To: [Ann M O'Brien](#); [Council District 1 PCC](#); [Jim Waring](#); [Council District 2 PCC](#); [Debra W Stark](#); [Council District 3 PCC](#); [Laura Pastor](#); [Council District 4](#); [Betty S Guardado](#); [Council District 5 PCC](#); [Kevin L Robinson](#); [Council District 6 PCC](#); [Anna M Hernandez](#); [Council District 7 PCC](#); [Keshia Hodge Washington](#); [Council District 8 PCC](#); [PDD North Gateway VPC](#); [Adrian G Zambrano](#); [Sarah Stockham](#); [Racelle Escolar](#); [Mayor Gallego](#)
Subject: Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Thursday, November 13, 2025 2:20:33 PM

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Good Afternoon,

As a homeowner in North Phoenix, I strongly oppose the proposed rezoning for NorthPark, Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1. This project represents overdevelopment that will severely harm our community. My key concerns are listed below. I moved my family specifically to the Stetson Valley Community for its direct access to surrounding hills. This Re-zoning greatly threatens access to these hills. Thank you for taking the time to represent our community and for addressing our concerns.

Key concerns include:

1. Flawed traffic study – The analysis assumes 20% of trips stay inside the community, far above the 5–10% recommended by City guidelines. This underestimates the true number of cars on our roads.
2. Outdated comparisons – The study relies on traffic data from Anthem (2010–2012), which is not reflective of today's congestion, travel patterns, or growth.
3. Failing intersections – Critical intersections are projected to fail with long delays and safety risks.
4. Child safety – With thousands of additional vehicles on Stetson Valley Parkway, children will not be able to cross safely to schools, parks, or friends' homes. This threatens the walkability and livability of our neighborhood.
5. Semi-truck cut-throughs – By opening Stetson Valley Parkway as a north-south corridor, semi-trucks will be allowed to cut through what is currently a residential street. This is not acceptable in a family-oriented neighborhood — semi-trucks should be prohibited from utilizing this neighborhood road.
6. Unfunded mitigations – The study assumes roadway improvements by 2050 that are

neither funded nor guaranteed. In reality, residents would face years of gridlock before relief ever comes.

7. Excessive density – Increasing from 1 home per acre to nearly 5 homes per acre will generate over 160,000 daily vehicle trips, overwhelming neighborhood streets, arterials, and freeways. This density does not fit the character of our community.

8. Industrial uses disguised as “innovation” – Residents are deeply concerned about the inclusion of a microchip manufacturing plant or similar heavy industrial use within this project. Calling this an “innovation corridor” is misleading — it masks the fact that these are industrial operations, not compatible with nearby residential neighborhoods.

9. Environmental and quality-of-life impacts – Microchip fabrication facilities are extremely resource-intensive. They consume vast amounts of water and electricity, use hazardous chemicals, and generate airborne and wastewater pollutants. Additionally, they operate 24 hours a day, creating constant noise, lighting, and vibration impacts that are incompatible with residential living.

10. Inappropriate location for industrial activity – Industrial facilities should be sited in properly zoned, buffered areas with existing infrastructure to support their energy and water demands — not adjacent to homes, schools, and parks. Allowing such uses here would irreversibly alter the character, safety, and livability of our community.

I urge you to deny this rezoning request. At a minimum, the project should be significantly reduced in scale and exclude all industrial or manufacturing uses until traffic, safety, and environmental concerns are fully addressed.

Please protect our community from reckless overdevelopment and incompatible industrial expansion.

Sincerely,

Heather McLaughlin

From: Sarah Stockham
To: Adrian G Zambrano
Subject: FW: Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Thursday, November 13, 2025 11:36:42 AM

Thank you,

Sarah Stockham
Planner III
City of Phoenix Planning and Development Department
200 West Washington Street, 3rd Floor
Phoenix, Arizona 85003
Phone: 602-261-8701
sarah.stockham@phoenix.gov

-----Original Message-----

From: Joe M <joeccc07@msn.com>
Sent: Thursday, November 13, 2025 10:54 AM
Subject: Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1

As a homeowner in North Phoenix, I strongly oppose the proposed rezoning for NorthPark, Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1. This proje

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>
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As a homeowner in North Phoenix, I strongly oppose the proposed rezoning for NorthPark, Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1. This proje

From: [Madhuri Jha](#)
To: engage@az.gov; [PDD North Gateway VPC](#)
Subject: Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Thursday, November 13, 2025 4:54:51 AM

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As a homeowner in North Phoenix, I strongly oppose the proposed rezoning for NorthPark, Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1. This project represents overdevelopment that will severely harm our community.

Key concerns include:

1. Flawed traffic study – The analysis assumes 20% of trips stay inside the community, far above the 5–10% recommended by City guidelines. This underestimates the true number of cars on our roads.
2. Outdated comparisons – The study relies on traffic data from Anthem (2010–2012), which is not reflective of today's congestion, travel patterns, or growth.
3. Failing intersections – Critical intersections are projected to fail with long delays and safety risks.
4. Child safety – With thousands of additional vehicles on Stetson Valley Parkway, children will not be able to cross safely to schools, parks, or friends' homes. This threatens the walkability and livability of our neighborhood.
5. Semi-truck cut-throughs – By opening Stetson Valley Parkway as a north-south corridor, semi-trucks will be allowed to cut through what is currently a residential street. This is not acceptable in a family-oriented neighborhood — semi-trucks should be prohibited from utilizing this neighborhood road.
6. Unfunded mitigations – The study assumes roadway improvements by 2050 that are neither funded nor guaranteed. In reality, residents would face years of gridlock before relief ever comes.
7. Excessive density – Increasing from 1 home per acre to nearly 5 homes per acre will generate over 160,000 daily vehicle trips, overwhelming neighborhood streets, arterials, and freeways. This density does not fit the character of our community.
8. Industrial uses disguised as “innovation” – Residents are deeply concerned about the inclusion of a microchip manufacturing plant or similar heavy industrial use within this project. Calling this an “innovation corridor” is misleading — it masks the fact that these are industrial operations, not compatible with nearby residential neighborhoods.
9. Environmental and quality-of-life impacts – Microchip fabrication facilities are extremely resource-intensive. They consume vast amounts of water and electricity, use hazardous chemicals, and generate airborne and wastewater pollutants. Additionally, they operate 24 hours a day, creating constant noise, lighting, and vibration impacts that are incompatible with residential living.
10. Inappropriate location for industrial activity – Industrial facilities should be sited in

properly zoned, buffered areas with existing infrastructure to support their energy and water demands — not adjacent to homes, schools, and parks. Allowing such uses here would irreversibly alter the character, safety, and livability of our community.

I urge you to deny this rezoning request. At a minimum, the project should be significantly reduced in scale and exclude all industrial or manufacturing uses until traffic, safety, and environmental concerns are fully addressed.

Please protect our community from reckless overdevelopment and incompatible industrial expansion.

Sent from my iPhone

From: [Michael Shelton](#)
Subject: Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Thursday, November 13, 2025 1:54:13 PM

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As a homeowner in North Phoenix, I strongly oppose the proposed rezoning for NorthPark, Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1. This project represents overdevelopment that will severely harm our community.

Key concerns include:

1. Flawed traffic study – The analysis assumes 20% of trips stay inside the community, far above the 5–10% recommended by City guidelines. This underestimates the true number of cars on our roads.
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10. Inappropriate location for industrial activity – Industrial facilities should be sited in properly zoned, buffered areas with existing infrastructure to support their energy and

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I urge you to deny this rezoning request. At a minimum, the project should be significantly reduced in scale and exclude all industrial or manufacturing uses until traffic, safety, and environmental concerns are fully addressed.

Please protect our community from reckless overdevelopment and incompatible industrial expansion.

Sent from my iPhone

From: [Nathan Pocock](#)
To: engage@az.gov; [PDD North Gateway VPC](#); [Mayor Gallego](#)
Subject: Opposing Case No. Z-139-24-1
Date: Wednesday, November 12, 2025 5:40:19 PM

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I'm probably wasting my time in this era of flagrant corruption sponsored by a government of the corporations for the corporations.

Land trusts seem to be null and void when mega corporations deem so.

Putting aside water shortages, power supply difficulties, fire risk, deeply flawed studies painting an alternate reality, and a proposal to build overpriced houses that don't meet basic compliance standards; seeing the "positives" of this rezoning case are hard to find, except for big corporations and those in government accepting... "donations".

Do the right thing by the local community, for once.

- Nathan Pocock.

From: [Nicholas Williams](#)
To: [PDD North Gateway VPC](#); [Adrian G Zambrano](#); [Council District 1 PCC](#); [Racelle Escobar](#); [Mayor Gallego](#); [Sarah Stockham](#)
Subject: Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Thursday, November 13, 2025 10:07:41 AM

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As a homeowner in North Phoenix, I strongly oppose the proposed rezoning for NorthPark, Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1. This project represents overdevelopment that will severely harm our community.

Key concerns include:

1. **Flawed traffic study** – The analysis assumes 20% of trips stay inside the community, far above the 5–10% recommended by City guidelines. This underestimates the true number of cars on our roads.
2. **Outdated comparisons** – The study relies on traffic data from Anthem (2010–2012), which is not reflective of today’s congestion, travel patterns, or growth.
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5. **Semi-truck cut-throughs** – By opening Stetson Valley Parkway as a north-south corridor, semi-trucks will be allowed to cut through what is currently a residential street. This is not acceptable in a family-oriented neighborhood — semi-trucks should be prohibited from utilizing this neighborhood road.
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8. **Industrial uses disguised as “innovation”** – Residents are deeply concerned about the inclusion of a **microchip manufacturing plant or similar heavy industrial use** within this project. Calling this an “innovation corridor” is misleading — it masks the fact that these are industrial operations,

not compatible with nearby residential neighborhoods.

9. Environmental and quality-of-life impacts – Microchip fabrication facilities are extremely resource-intensive. They consume vast amounts of **water and electricity**, use **hazardous chemicals**, and generate **airborne and wastewater pollutants**. Additionally, they operate 24 hours a day, creating **constant noise, lighting, and vibration impacts** that are incompatible with residential living.

10. Inappropriate location for industrial activity – Industrial facilities should be sited in properly zoned, buffered areas with existing infrastructure to support their energy and water demands — **not adjacent to homes, schools, and parks**. Allowing such uses here would irreversibly alter the character, safety, and livability of our community.

I urge you to deny this rezoning request. At a minimum, the project should be significantly reduced in scale and exclude all industrial or manufacturing uses until traffic, safety, and environmental concerns are fully addressed.

Please protect our community from reckless overdevelopment and incompatible industrial expansion.

From: [rmaartin](#)
To: [PDD North Gateway VPC](#)
Subject: NorthPark Development Proposal
Date: Thursday, November 13, 2025 8:35:00 AM

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To the Members of the North Gateway Village Planning Committee,

I am in strong opposition to the NorthPark development plan as it is currently proposed. The unit cap of 15,150 is too high to be in concert with the communities already in place. I believe concerns already expressed over increased traffic and other disruptions are well-founded and should be eagerly taken into account by the committee. The TSMC facility is enough of a tragedy for our area of the city so this rezoning should not be allowed to make the situation so much worse.

A reasonable compromise would be to increase the land allocated to the Sonoran Preserve, at least on the order of another 1,200 acres, and reduce the dwelling unit cap accordingly.

Very Truly Yours,
Richard Maartin
6507 W Gambit Trl
Phoenix, AZ 85083.

From: [Ron Hicks](#)
To: [Ann M O'Brien](#); [Council District 1 PCC](#); [Jim Waring](#); [Council District 2 PCC](#); [Debra W Stark](#); [Council District 3 PCC](#); [Laura Pastor](#); [Council District 4](#); [Betty S Guardado](#); [Council District 5 PCC](#); [Kevin L Robinson](#); [Council District 6 PCC](#); [Anna M Hernandez](#); [Council District 7 PCC](#); [Keshia Hodge Washington](#); [Council District 8 PCC](#); [PDD North Gateway VPC](#); [Adrian G Zambrano](#); [Sarah Stockham](#); [Racelle Escolar](#); [Mayor Gallego](#)
Subject: Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Thursday, November 13, 2025 9:16:12 AM

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Dear City of Phoenix Officials;

I realize you have received a number of emails regarding the proposed NorthPark development; however, this issue directly affects where I live. I have owned my home in **Stetson Valley for over 15 years**, and while growth and expansion are expected, the **current pace and scale of development in North Phoenix are placing unsustainable strain on our infrastructure and community systems**.

Happy Valley Road has become increasingly congested and difficult to navigate, and with the proposed **NorthPark expansion**, the road through my neighborhood will effectively become a **main thoroughfare**. This would have a significant and negative impact on our roads, schools, and residential quality of life — far exceeding what is acceptable under the City of Phoenix's own planning guidelines.

If this expansion moves forward as proposed, traffic volumes will rise far beyond expected residential levels, worsening road conditions, increasing noise, and threatening neighborhood safety — all based on **outdated and flawed data**. For these reasons, I **strongly urge you to vote NO** on this proposal.

Below are key concerns that reflect why this project represents **overdevelopment and incompatibility with our community**:

1. **Flawed traffic study** – The analysis assumes that 20% of trips will stay within the community, far above the 5–10% recommended by City guidelines. This severely underestimates real traffic impacts.
2. **Outdated comparisons** – The traffic study relies on data from **Anthem (2010–2012)**, which fails to reflect today's population growth, congestion, or travel behaviors.
3. **Failing intersections** – Critical intersections are already strained and are projected to fail, leading to longer delays and increased safety risks.

4. **Child safety** – With thousands of additional vehicles expected on **Stetson Valley Parkway**, children will no longer be able to cross safely to reach schools, parks, or friends' homes. This undermines the walkability and livability of our neighborhood.
5. **Semi-truck cut-throughs** – Opening Stetson Valley Parkway as a north-south corridor would invite semi-truck traffic through a residential area. This is unacceptable in a family-oriented neighborhood; large trucks should be prohibited from using this road.
6. **Unfunded mitigations** – The proposal assumes roadway improvements by 2050 that are neither funded nor guaranteed. In the meantime, residents would face years of gridlock before any relief arrives.
7. **Excessive density** – The plan increases housing density from **one home per acre to nearly five homes per acre**, generating an estimated **160,000 daily vehicle trips**. This level of intensity is incompatible with the established character of our community.
8. **Industrial uses disguised as “innovation”** – The inclusion of potential **microchip manufacturing or other industrial uses** under the term “innovation corridor” is misleading. These are heavy industrial operations, not appropriate for proximity to residential neighborhoods.
9. **Environmental and quality-of-life impacts** – Facilities such as microchip fabrication plants are extremely resource-intensive, consuming vast amounts of water and electricity, using hazardous chemicals, and generating air and wastewater pollutants. They operate 24/7, producing constant noise, lighting, and vibration — conditions wholly incompatible with residential living.
10. **Inappropriate location for industrial activity** – Industrial facilities belong in properly zoned, buffered areas with infrastructure to support high energy and water demands, **not next to homes, schools, and parks**. Allowing such uses here would permanently alter the safety and character of our community.

For these reasons, I respectfully urge you to **deny the rezoning and general plan amendment requests** associated with NorthPark (Case Nos. Z-139-24-1, GPA-NG-1-24-1, and GPA-NG-2-24-1). At a minimum, this project should be **significantly reduced in scale** and exclude all **industrial or manufacturing uses** until comprehensive solutions to traffic, safety, and environmental concerns are in place.

Please protect our community from **reckless overdevelopment and incompatible industrial expansion**. The families who live here — and who have invested in North Phoenix for years — deserve responsible growth that aligns with the city's standards and our neighborhood's safety and character.

Thank you for your time and consideration.

Sincerely,

Ron Hicks, PhD

Resident of Stetson Valley for 15 years

tankbug05@hotmail.com/720.317.9683

From: [SUSAN GROER](#)
To: engage@az.gov
Subject: Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Thursday, November 13, 2025 11:31:09 AM

CAUTION: This email originated outside of the City of Phoenix.

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As a homeowner in North Phoenix, I strongly oppose the proposed rezoning for NorthPark, Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1. This project represents overdevelopment that will severely harm our community.

Key concerns include:

1. Flawed traffic study – The analysis assumes 20% of trips stay inside the community, far above the 5–10% recommended by City guidelines. This underestimates the true number of cars on our roads.
2. Outdated comparisons – The study relies on traffic data from Anthem (2010–2012), which is not reflective of today's congestion, travel patterns, or growth.
3. Failing intersections – Critical intersections are projected to fail with long delays and safety risks.
4. Child safety – With thousands of additional vehicles on Stetson Valley Parkway, children will not be able to cross safely to schools, parks, or friends' homes. This threatens the walkability and livability of our neighborhood.
5. Semi-truck cut-throughs – By opening Stetson Valley Parkway as a north-south corridor, semi-trucks will be allowed to cut through what is currently a residential street. This is not acceptable in a family-oriented neighborhood — semi-trucks should be prohibited from utilizing this neighborhood road.
6. Unfunded mitigations – The study assumes roadway improvements by 2050 that are neither funded nor guaranteed. In reality, residents would face years of gridlock before relief ever comes.
7. Excessive density – Increasing from 1 home per acre to nearly 5 homes per acre will generate over 160,000 daily vehicle trips, overwhelming neighborhood streets, arterials, and freeways. This density does not fit the character of our community.
8. Industrial uses disguised as “innovation” – Residents are deeply concerned about the inclusion of a microchip manufacturing plant or similar heavy industrial use within this project. Calling this an “innovation corridor” is misleading — it masks the fact that these are industrial operations, not compatible with nearby residential neighborhoods.
9. Environmental and quality-of-life impacts – Microchip fabrication facilities are extremely resource-intensive. They consume vast amounts of water and electricity, use hazardous chemicals, and generate airborne and wastewater pollutants. Additionally, they operate 24 hours a day, creating constant noise, lighting, and vibration impacts that are incompatible with residential living.
10. Inappropriate location for industrial activity – Industrial facilities should be sited in

properly zoned, buffered areas with existing infrastructure to support their energy and water demands — not adjacent to homes, schools, and parks. Allowing such uses here would irreversibly alter the character, safety, and livability of our community.

I urge you to deny this rezoning request. At a minimum, the project should be significantly reduced in scale and exclude all industrial or manufacturing uses until traffic, safety, and environmental concerns are fully addressed.

Please protect our community from reckless overdevelopment and incompatible industrial expansion.

Ronald and Susan Groer
27423 N. 54th Ave
Phoenix , AZ 85083
Sent from my iPhone

From: [SUSAN GROER](#)
To: engage@az.gov
Subject: Rezoning Case No. Z-139-24-1 & General Plan Amendment Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Thursday, November 13, 2025 11:31:10 AM

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Ronald and Susan Groer
27423 N. 54th Ave
Phoenix , AZ 85083
Sent from my iPhone

From: [Greg Latcham](#)
To: [PDD North Gateway VPC](#)
Subject: Rezoning Case No. Z-139-24-1 & (GPA) Case Nos. GPA-NG-1-24-1 & GPA-NG-2-24-1
Date: Thursday, November 13, 2025 5:41:47 AM

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Hi,

I am a resident in Stetson Valley. I am writing to ask you to vote NO on the rezoning of the land north of Stetson Valley called North Park. I am very concerned about many issues regarding the change.

I know that it is zoned for 1 acre lots right now and I feel that would benefit the area. If the zoning is changed there will be many more homes that have vehicles which will exceed the current traffic that is using Happy Valley Road. My main concern is the industrial traffic that will be driving through Stetson Valley development. Please do not allow TSMC and Pulte to build industrial buildings south of the loop 303, also called Bob Stump Memorial Parkway. There is plenty of land north of the 303 that can handle the industrial building.

The industrial traffic, as well as all of the additional traffic will hinder the safety of children trying to cross Stetson Valley Parkway to get to school. This is another reason to vote NO on North Park change.

Please consider how this rezoning will affect the current residents that use Happy Valley Road. Let TSMC and Pulte build north of the 303 and let the zoning stay the same south of the 303.

Thank you for supporting residents by voting No to North Park rezoning!

Susan Latcham
26925 N 55th Lane, Phoenix, AZ