

WHEN RECORDED, RETURN TO:

Streich Lang, P.A.  
2100 First Interstate Bank Plaza  
100 West Washington  
Phoenix, Arizona 85003  
Attention: Henry Perras, Esq.

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12/22/92

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

92-0712408

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LARRY 1 OF 2

INTERGOVERNMENTAL AGREEMENT

(Williams Air Force Base - Purpose and Goal Statement)

This Intergovernmental Agreement (the "Agreement") is made and entered into as of the 15th day of October, 1992 by and among the County of Maricopa, a political subdivision of the State of Arizona (hereinafter referred to as the "County"), the City of Apache Junction, a municipal corporation (hereinafter referred to as "Apache Junction"), the City of Chandler, a municipal corporation (hereinafter referred to as "Chandler"), the Town of Gilbert, a municipal corporation (hereinafter referred to as "Gilbert"), the City of Mesa, a municipal corporation (hereinafter referred to as "Mesa") and the Town of Queen Creek, a municipal corporation (hereinafter referred to as "Queen Creek").

The parties to this Agreement agree as follows:

Section 1 Recitals

1.1 The United States has announced that Williams Air Force Base ("Williams") will be closed as an operating location of the United States Air Force ("USAF") on or before September 30, 1993.

1.2 Williams has existing aviation facilities which are suited to be developed as an airport facility pursuant to Arizona Revised Statutes, Title 2, Chapter 3.

1.3 Each party hereto has expressed an interest in the ownership, development, reuse, operation and maintenance of said aviation facilities and has accordingly entered into certain preliminary agreements consisting of the "Intergovernmental Agreement Purpose and Goal Statement for Reuse of Williams Air Force Base" and the "Intergovernmental Agreement Transition: Management Plan Operating Agreement, and Ownership Structure" (together, the "Preliminary Agreements") with respect to said aviation facilities.

1.4 It is the desire of each party hereto to proceed with the implementation of the Preliminary Agreements by, among other things, entering into this Agreement and an Intergovernmental Agreement (Management and Operation) of even date herewith, a copy of which is attached hereto as Exhibit "B".

1.5 By entering into this Agreement, the parties to this Agreement desire to jointly exercise common powers with regard to the ownership, development, reuse, operation and maintenance of the Williams facilities, pursuant to Arizona

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92 712408

Revised Statutes, Section 2-310 and Arizona Revised Statutes, Title 11, Chapter 7, Article 3 (together, the "Act").

Section 2 Purpose of Agreement.

The purpose of this Agreement is to identify and define the principles that should guide the reuse of Williams.

Section 3 Purpose and Goal Statement for the Reuse of Williams.

The decommissioned Williams AFB has existing aviation facilities which are ideally suited to be developed as the primary satellite airport to Phoenix Sky Harbor International Airport. Williams could accommodate a substantial portion of the air carrier, air cargo and heavier general aviation facilities that the Phoenix Metropolitan Area will require to serve our growing aviation needs through the early to mid-21st century, and which cannot be accomplished by our existing facilities.

It is recognized that the development of Williams will be a long-term, resource intensive project, which will require the cooperation of a variety of affected agencies to achieve its potential; but it is also recognized that the success of this project will have significant positive long-term primary and secondary benefits to the cities of the East Valley, Maricopa County and the State of Arizona.

To achieve this development goal, the reuse of Williams should be guided by the following principles:

3.1 Williams will be developed to provide a future air cargo/air carrier satellite airport for Sky Harbor as Sky Harbor approaches capacity and/or new operators enter the market looking for an alternative facility.

3.2 Aviation education, as well as higher education, will be encouraged to locate at Williams, both to provide career skills for Arizona residents and future employers, and to address a new and expanding aviation related market niche. Aircraft used for training purposes will vary greatly in type and weight, depending on the instruction program being offered.

3.3 Williams should maintain, and enhance, its current capacity to service heavy aircraft (100,000+ lbs certificated gross weight) and maintain its current IFR system and other navigational aids which would be required to service aircraft of this type. The ability of Williams to accommodate larger aircraft should be actively marketed to future users of the facility.

3.4 Williams should be marketed primarily toward tenants who would like relatively large parcels of land, with easy access to longer, uncrowded, runways and who are involved with aircraft with 30,000 lbs or more of certificated gross weight. Commuter airlines with aircraft in the 12,500 lb range, however, will also be encouraged to locate at Williams.

3.5 Williams should be promoted as a regional alternative location from which to serve the Pacific/Southwest and should focus its marketing efforts on attracting new industries/services/ facilities interested in serving this growing market.

3.6 Williams should develop and promote a special identity for itself using the proposed Military Reuse Zone (or other marketing or legislative vehicles as appropriate) to establish a unique aviation market niche in Arizona and the Southwest.

3.7 General aviation activities at Williams will be primarily focused on servicing aircraft of 30,000 lbs or greater of certificated gross weight. Such aircraft also typically require longer runways and may have operational characteristics which may make them less compatible with smaller airports, and Williams will provide the primary location in the East Valley for this type of aircraft.

3.8 Chandler Municipal Airport, Mesa Falcon Field and the proposed Apache Junction Airport will be the principal general aviation service providers in the East Valley for aircraft of less than 30,000 lbs of certificated gross weight. These aircraft compose the substantial majority of the general aviation fleet and can be accommodated on the runways either existing or proposed for those facilities.

3.9 Given Federal Aviation Administration ("FAA") Regulations, it must be recognized that it is not possible to deny service to aircraft of less than 30,000 lbs which may request service at Williams--or to aircraft of greater than 30,000 lbs at Chandler, Falcon or Apache Junction. As a result, there may be some aircraft smaller than 30,000 lbs at Williams or larger than 30,000 lbs at the others, depending on pilot interest and tenant need. All involved agencies, however, would pledge to minimize the number of out-of-class aircraft through both their marketing efforts and by providing services and facilities geared toward the appropriate size aircraft for their facilities.

3.10 Property reserved for use by General Aviation aircraft of 30,000 lbs of certificated gross weight or less (i.e. tie-down areas, hanger spaces, FBOs, or other tenants that principally service or operate such aircraft, etc.) shall be limited to that amount of property determined to be reasonably necessary by applying FAA design standards to the forecasted General Aviation annual operations. The initial forecast for the year 2015 of 31,000 general aviation operations will be used. It is the FAA's direction that the amount of property reserved for general aviation may be adjusted in the future according to demand.

3.11 The future owners of Williams will pledge their agreement with, and commitment to, this development scenario for the facility and are pledged to commit the resources necessary to allow the facility to be successfully reused to achieve its potential as outlined herein.

3.12 Management of the facility shall be geared to achieving these long-term goals, even if this requires foregoing some near-term gains and incurring some increased capital and operational costs to prepare for future opportunities.

92 712408

3.13 The future ownership, and operational structure for Williams shall be organized to emphasize timely, goal oriented decision making and a streamlined market responsive user sensitive reuse program. The operational structure shall aim at achieving an authority or a multi-jurisdictional organization that can represent the interests of the affected communities while functioning independently and can finance and fund itself. The parties hereto shall mitigate to the maximum extent practical, any potential negative economic and land use impacts on affected communities. If deemed appropriate the parties hereto will support legislation extending military reuse zone boundaries to include properties located within the municipal boundaries of the participants. Realizing that the FAA requires that revenues generated from airport activity must be reinvested in the airport, the parties hereto shall explore options concerning future distribution of excess revenues generated by economic development at Williams. Excess revenues if any, that are available after all direct expenses by the parties hereto have been reimbursed shall be distributed equitably among the participating members.

Section 4 Effective Date.

This Agreement shall become effective (the "Effective Date") on the later of its filing with the Arizona Secretary of State and the Maricopa County Recorder in accordance with Section 9 hereof.

Section 5 Term.

This Agreement shall remain in full force and effect until a date that is ninety-nine (99) years after the Effective Date unless modified or terminated by written agreement of all parties hereto.

Section 6 Cancellation.

This Agreement may be canceled pursuant to Arizona Revised Statutes, Section 38-511.

Section 7 Remedies.

In the event of any violation or threatened violation by any party to this Agreement, of any of the terms restrictions, acknowledgements, covenants or conditions of this Agreement, the other parties hereto shall be entitled to full and adequate relief by injunction and all other legal and equitable remedies.

Section 8 Approving Action.

Copies of appropriate action by ordinance, resolution or otherwise authorizing the respective parties to enter into this Agreement are attached hereto as Exhibit "A".

Section 9 Filing.

A completely executed copy of this Agreement shall be filed with the Arizona Secretary of State, the Maricopa County Recorder and the City or Town Clerk, as appropriate, of each other party hereto.

92 712408

Section 10 Legal Counsel Review.

This Agreement shall be submitted to the legal counsel for each party hereto prior to its execution by said party, in order to determine whether this Agreement is in proper form and is within the powers and authority granted under the laws of the State to said party. Attached hereto and incorporated herein by reference is a copy of said written determination of each party's legal counsel.

Section 11 Notices.

All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail as follows:

County: Maricopa County  
301 West Jefferson  
Phoenix, Arizona 85003  
Attn: County Manager; Attn: Ray Smith

Apache Junction: City of Apache Junction  
1001 North Idaho Road  
Apache Junction, Arizona 85219  
Attn: City Manager

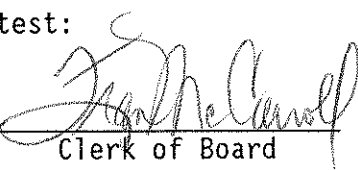
Chandler: City of Chandler  
25 South Arizona Place, #301  
Chandler, Arizona 85225  
Attn: City Manager

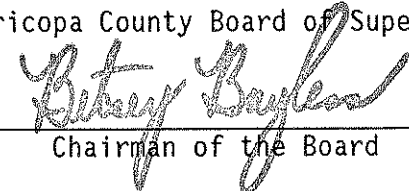
Gilbert: Town of Gilbert  
1025 South Gilbert Road  
Gilbert, Arizona 85234  
Attn: Town Manager

Mesa: City of Mesa  
55 North Center Street  
Box 1466  
Mesa, Arizona 85201-1466  
Attn: City Manager

Queen Creek: Town of Queen Creek  
22350 South Ellsworth Road  
Queen Creek, Arizona 85242-0650  
Attn: Town Administrator

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as provided in Section 4.

Attest:  
By   
Clerk of Board

Maricopa County Board of Supervisors  
By   
Chairman of the Board

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Attest:

City of Apache Junction

By Kathleen Connelly  
City Clerk *by C.A.*

By Michael R Lee  
Its City Manager

Attest:

City of Chandler

By Caroline Dunn  
City Clerk

By John M. Pusch  
Its City Manager  
*Mayor*

Attest:

Town of Gilbert

By Paige Alberty  
Town Clerk

By William J. Brown  
Its MAJOR

Attest:

City of Mesa

By Debra Ayres  
City Clerk

By [Signature]  
Its City Manager

Attest:

Town of Queen Creek


By Claudia DiBiasi  
Town Clerk

By Mary Schuepp  
Its \_\_\_\_\_

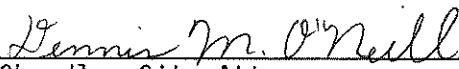
DETERMINATION OF LEGAL COUNSEL

The foregoing Agreement has been reviewed by the undersigned attorneys who have determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona to the respective public entities they represent.

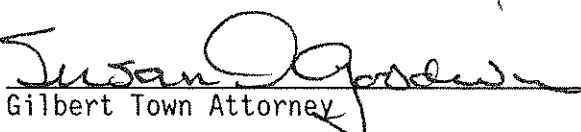
10/16/92  
Date

  
Apache Junction City Attorney

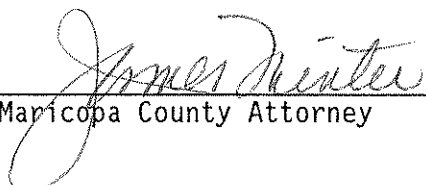
10/29/92  
Date

  
Chandler City Attorney

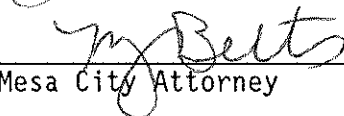
10/27/92  
Date

  
Gilbert Town Attorney

10-23-92  
Date

  
Maricopa County Attorney

10/15/92  
Date

  
Mesa City Attorney

10/21/92  
Date

  
Queen Creek Town Attorney