MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of July, 1973, by and between the STATE OF ARIZONA, acting through its State Highway Department, as party of the first part, and the CITY OF GLENDALE, a municipal corporation, as party of the second part,

WITNESSETH:

WHEREAS, it is to the mutual benefit of the STATE OF ARIZONA and the CITY OF GLENDALE to enter into an agreement covering the maintenance of those certain State Highways known as Ehrenberg-Phoenix (Route No. 60/); Phoenix-Wickenburg (Route No. 89), and Kingman-Phoenix (Route No. 93), which are State Highways of the STATE OF ARIZONA and which traverse the said CITY OF GLENDALE over that certain street known as GRAND AVENUE which forms the necessary and convenient link for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said CITY OF GLENDALE, as more particularly set forth upon the map attached hereto and marked "Exhibit A", and by reference made a part hereof.

NOW, THEREFORE, it is hereby mutually agreed by and between the CITY OF GLENDALE and the STATE OF ARIZONA, acting by and through its State Highway Department as follows:

1. That the STATE OF ARIZONA, acting by and through its State Highway Department, shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked "Exhibit A"; said jurisdiction, control and responsibility to include:

a. Resurfacing, sealing, construction and replacement of roadways, curbs, sidewalks, medians and channelization

b. Bridges and drainage, except catch basin cleaning and minor repairs

c. Guardrails and fences

d. Transportation permits, such as overweight, overwidth and overheight as prescribed by law

e. Furnish all traffic control devices, including signs (except street name and parking), signals, initial lane, crosswalk and parking striping.

2. That the CITY OF GLENDALE shall furnish the STATE information as to annexation of any areas that include State Highways. Following the nature of said annexation, the STATE shall submit to the CITY OF GLENDALE, an amendment to this agreement which shall include a revised map.

3. That the CITY OF GLENDALE shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over routine maintenance and be responsible for routine maintenance of:

a. Sidewalks

b. Median maintenance

c. Median landscaping maintenance, including water

d. Street lighting, including energy charges

e. Routine maintenance, including sweeping and cleaning, of roadways and curbs, catch basin cleanout and minor repair

f. Permits for highway right-of-way encroachments and use. Forms to be used for these permits will be furnished by the STATE and a copy will be sent to the STATE with a sketch showing the exact location of the encroachment. A copy of said form is attached hereto and marked Exhibit "C", and by reference made a part hereof

g. Removal of sand, rock and other debris caused by slides or other unusual causes

h. Traffic signals and appurtenances, including energy charges, controllers, circuitry and all signal hardware (except control cabinet maintenance), striping and marking (after initial installation), street name, and parking signs. STATE OF ARIZONA will furnish all components required for the maintenance of said signals.

i. Highway junction illumination and any other illumination for the express purpose of safety for the traveling public, including energy charges.

4. That the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right-of-Way" shall be adhered to as a minimum by the CITY. A copy of said regulations is attached hereto and marked "Exhibit B", and by reference made a part hereof. This paragraph shall not limit the CITY'S right to impose regulations more restrictive than the above named STATE regulations.

5. That the CITY OF GLENDALE shall furnish adequate evidence of full liability and property damage insurance (or self-insurance) on all employees engaged in performing duties heretofore agreed to on the State Highway right-of-way. The CITY OF GLENDALE will maintain the insurance (or self-insurance) for the period of this Agreement. (Reference "Exhibit D").

6. That the CITY OF GLENDALE will provide traffic control in accordance with the Arizona Highway Department Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the CITY on the State Highway right-of-way.

7. That any or all of the terms, conditions and provisions and attached exhibits forming a part hereof, shall remain in full force and effect for a period of five (5) years from the date hereof, at which time it shall terminate, provided that the same may be amended, supplemented, terminated or extended by mutual consent of the parties hereto at any time prior to the termination of this instrument.

8. That this agreement shall supersede all previous street agreements. This does not include existing Traffic Control Device or Landscape Agreements.

9. All work performed under the provisions of this agreement shall be performed in a manner satisfactory to the Highway Department.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective duly authorized officers, the day and year first above written.

ATTEST:

Bernice L. Gragg
City Clerk

CITY of GLENDALE
A Municipal Corporation

By
Mayor

STATE OF ARIZONA, acting by and through its State Highway Department

By
Chief Deputy State Engineer

PREAUDITED IN ACCORDANCE WITH A. H. D. PROCEDURES

JUL 30 1973

BY: Thomas F. Wood
EXTERNAL AUDIT BRANCH