MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 1973, by and between the STATE OF ARIZONA, acting through its State Highway Department, as party of the first part, and the TOWN OF HOLBROOK, ARIZONA, a municipal corporation, as party of the second part,

WITNESSETH:

WHEREAS, it is to the mutual benefit of the STATE OF ARIZONA and the TOWN OF HOLBROOK to enter into an agreement covering the maintenance of those certain State Highways known as US Route 66, US Route 180, and State Route No. 77, which are State Highways of the STATE OF ARIZONA and which traverse the said TOWN OF HOLBROOK over those certain streets known as Hopi Drive, Apache Drive, Navajo Boulevard, and Highway 180 which form the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said TOWN OF HOLBROOK, 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 TOWN OF HOLBROOK 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:

(1)

a. Betterment or reconstruction of roadway, curbs, sidewalks, medians and channelization.

b. Bridges and drainage.

c. Guardrails and fences.

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

e. Routine maintenance of roadway and curbs.

f. Permits for highway right of way encroachments and use.

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

h. Traffic control devices, including signs, signals, striping and marking (except street name and parking).

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

2. That the TOWN OF HOLBROOK 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 TOWN OF HOLBROOK, an amendment to this agreement, which shall include a revised map.

3. That the TOWN OF HOLBROOK 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. Street lighting (other than safety lighting).

c. Street name signs, parking signs and marking in accordance with uniform STATE standards, and replacing traffic light bulbs with new bulbs furnished by the STATE OF ARIZONA.

d. Sweeping and cleaning of roadway and curbs.

4. That the TOWN shall not allow snow, sand, rocks or other hazardous debris to be dozed or swept onto State Highways.

5. 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 TOWN. A copy of said regulations is attached hereto and marked "Exhibit B", and by reference made a part hereof.

6. That the TOWN OF HOLBROOK shall furnish adequate evidence of full liability and property damage insurance on all employees engaged in performing duties heretofore agreed to on the State Highway right of way. The TOWN OF HOLBROOK will maintain the insurance for the period of this agreement. A copy of the policy is attached hereto and marked "Exhibit C", and by reference made a part hereof.

7. That the TOWN OF HOLBROOK 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 TOWN on the State Highway right of way.

8. 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.

9. That this agreement shall supersede all previous agreements.

10. 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:

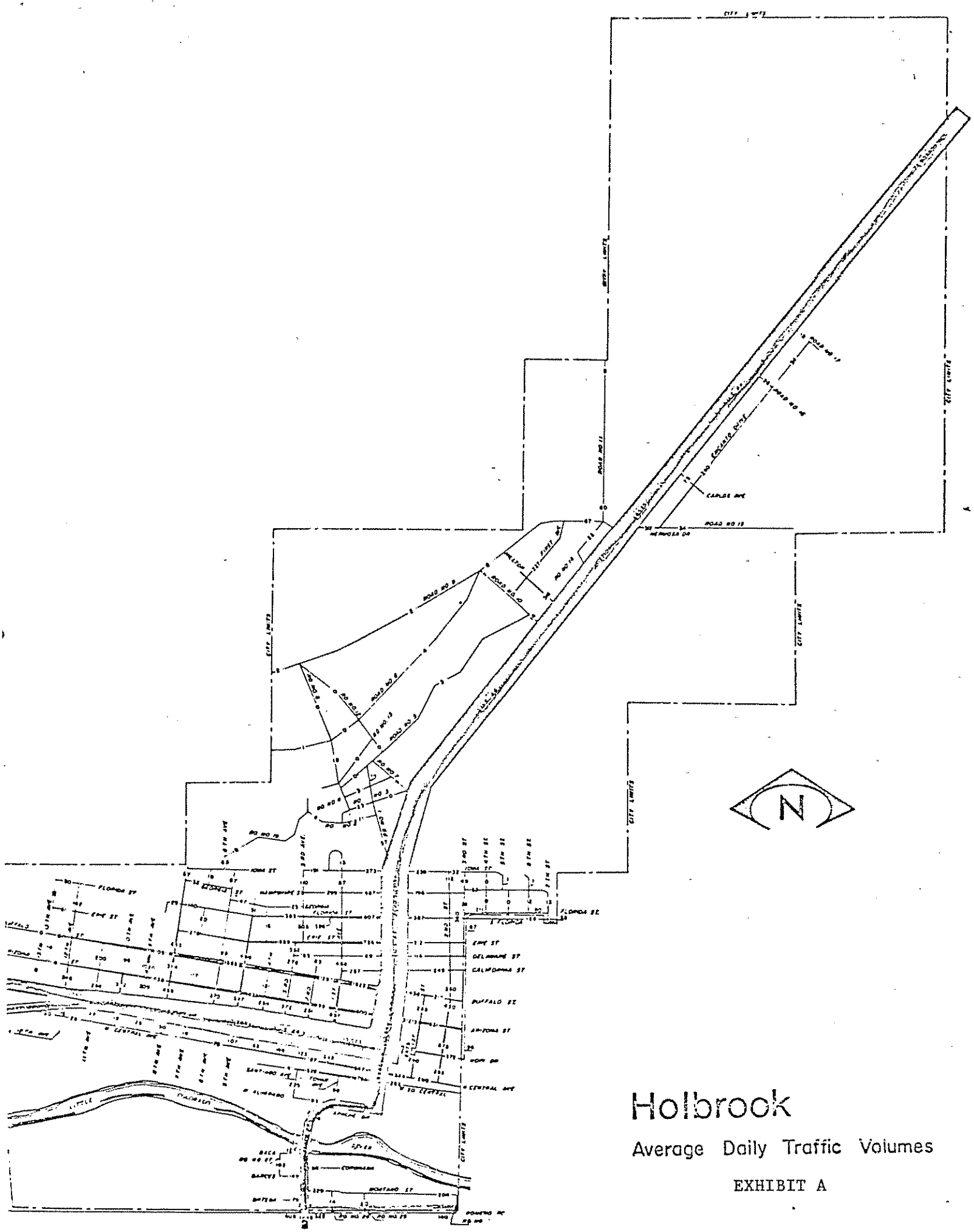
CITY or TOWN TOWN OF HOLBROOK
A Municipal Corporation

By

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

By
Chief Deputy State Engineer
5-1-73

PREAUDITED IN ACCORDANCE WITH A. H. D. PROCEDURES
APR 27 1973
BY:
EXTERNAL AUDIT BRANCH



Holbrook

Average Daily Traffic Volumes

EXHIBIT A

ARIZONA HIGHWAY DEPARTMENT

PERMIT DIVISION

AUTHORIZED POSITION OF ADVERTISING SIGNS ALONG STATE HIGHWAY RIGHT-OF-WAY

APPROVED BY
STATE HIGHWAY COMMISSION
DATE 2-29-60

NOTE-

ENCROACHMENTS NOT PERMITTED ALONG INTERSTATE HIGHWAY SYSTEM R/W.

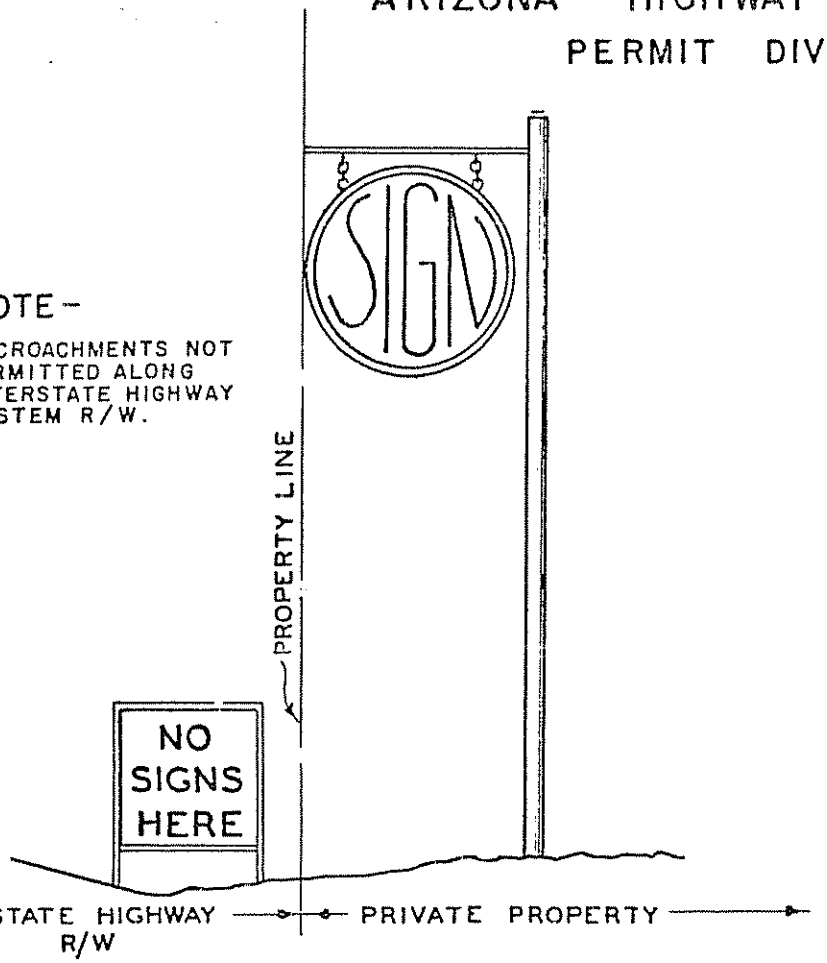


FIG. NO. 1
No Permit Needed

-SIGNS-

WITH WORDS "STOP" - "SLOWDOWN" ETC., OR OF SIMILAR SHAPE OR COLOR AS OFFICIAL SIGNS *NOT PERMITTED.*

ALL SIGNS, AWNINGS OR OTHER STRUCTURES REQUIRING PERMIT SHALL ALSO BEAR THE PERMIT NUMBER IN LEGIBLE LETTERS NOT LESS THAN ONE (1) INCH HIGH.

NOTE-A-

LENGTH OF AWNINGS MAY VARY AS SHOWN IN FIG 2 FOR LENGTH OF SIGNS, EXCEPT WHERE CITY OR COUNTY ORDINANCES PROVIDE SMALLER MAXIMUMS.

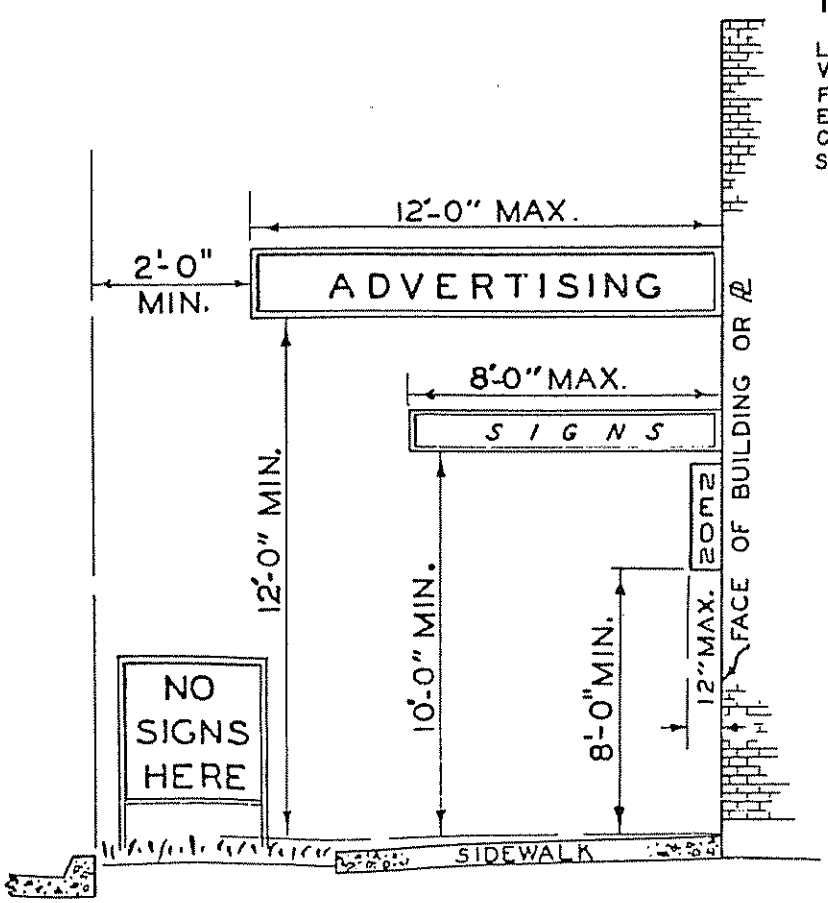


FIG. NO. 2
Permit Needed

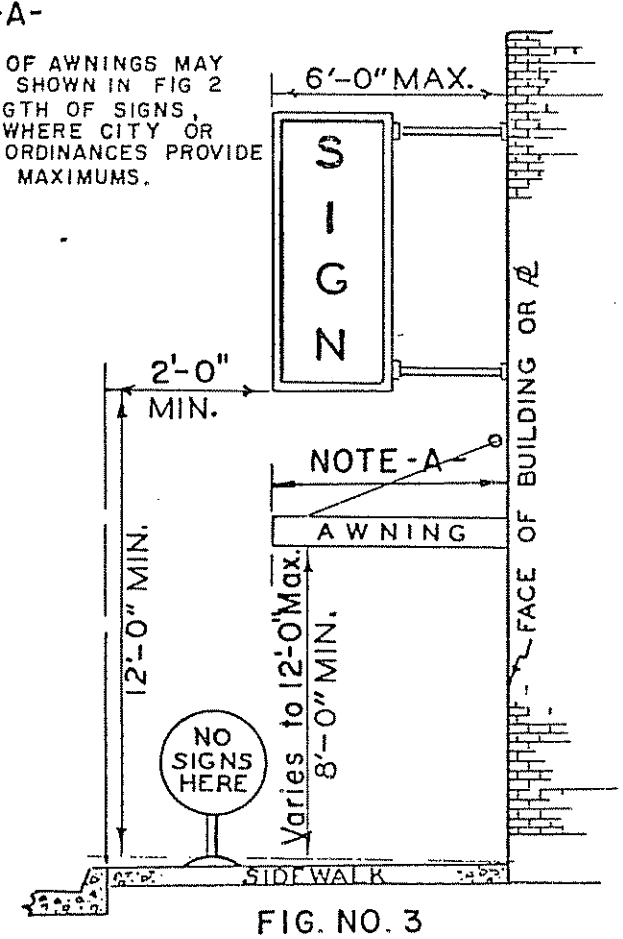


FIG. NO. 3
Permit Needed

Exhibit B

as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements

Exclusions

This insurance does not apply:

Each of the following is an insured under this insurance to the extent set forth below:

(a) the named insured;

(b) any partner or executive officer thereof, but with respect to a non-owned automobile only while such automobile is being used in the business of the named insured;

(c) any other person while using an owned automobile or a hired automobile with

HOME OFFICE: LOS ANGELES, CALIFORNIA

DECLARATIONS

Previous Policy NEW
Underwriting Office LOS ANGELES
Producer NATIONAL -HEARD INSURANCE

Policy No. LMC 211909

Item 1. Named Insured and Address: (No., Street, Town or City, County, State)
TOWN OF HOLBROOK AND TOWN COUNCIL
TOWN OF HOLBROOK, ITS OFFICIALS
AND EMPLOYEES, ALL ONLY WHILE IN
THE OFFICIAL CAPACITY AS SUCH
CITY HALL, HOLBROOK, ARIZONA

Item 2. Policy Period: From JULY 1, 1970 to JULY 1, 1973
12:01 A.M., standard time at the address of the named insured as stated herein.

Audit Period: Annual, unless otherwise stated: ☐ semi-annual ☐ quarterly ☐ monthly

The named insured is: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☒ Other MUNICIPALITY

Business of the named insured is: MUNICIPALITY

Item 3. The insurance afforded is only with respect to such of the Coverage Parts and the coverages therein as are indicated by specific limits of liability. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES			LIMITS OF LIABILITY
Comprehensive General Liability	A. Bodily Injury Liability	Blanket Contractual Liability Coverage included ☒ Yes ☐ No	$ 100,000.00 each person $ 300,000.00 each occurrence $ 300,000.00 aggregate
	B. Property Damage Liability		$ 100,000.00 each occurrence $ 100,000.00 aggregate
Comprehensive Automobile Liability	C. Bodily Injury Liability		$ 100,000.00 each person $ 300,000.00 each occurrence
	D. Property Damage Liability		$ 100,000.00 each occurrence

Form Numbers of forms and endorsements forming a part of this policy at inception:

(1) 1B119a (2) 1C123 (3) 1B111a (4) 1B060b (5) 1C066 (6) 2L025 (7) 1A029

Estimated premium is payable $ 6,814.00 in advance, $ TO BE DETERMINED on first anniversary, and $ TO BE DETERMINED on second anniversary

The 1st and 2nd anniversary premiums do not include the premiums for the automobile coverages. If policy period is for more than one year, the automobile premiums for the second and third years will be charged in accordance with the company's automobile manual of rules and rates in effect on the first and second anniversary dates.

Item 4. During the past three years no insurer has canceled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

GHL:MM

Countersigned at LOS ANGELES, CALIFORNIA

EXHIBIT C

No. 5SEXC9944

FORMER POLICY NO.

A CAPITAL STOCK COMPANY

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

ST. PAUL, MINNESOTA

INSURANCE COMPANIES

Serving you around the world ... around the clock

DECLARATIONS

ITEM 1. Named Insured: Town of Holbrook

ITEM 2. Address: Holbrook, Arizona

ITEM 3. Premium:

Total	In Advance	2nd Year	3rd Year
$ 4,080.00	$ 1,360.00	$ 1,360.00	$ 1,360.00

ITEM 4. Limit of Liability:

(a) Each Occurrence $ 1,000,000

(b) Annual Aggregate (where applicable) $ 1,000,000

(c) Retained Limit $ 25,000

ITEM 5. Policy Period:

From July 1, 1970 to July 1, 1973

12:01 A.M., Standard Time at the address of the Named Insured as stated herein.

Countersignature Date 7-1-70 At Phoenix, Arizona 85004

Authorized Representative

EXHIBIT Ca