INTERGOVERNMENTAL MAINTENANCE AGREEMENT

BETWEEN

ECS FILE: JPA-79-03

THE STATE OF ARIZONA

AND

THE TOWN OF EAGAR

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the TOWN OF EAGAR, a municipal corporation hereinafter called "TOWN".

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the TOWN is empowered by Arizona Revised Statutes Section 9-672, to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN.

NO. 5516
FILED WITH SECRETARY OF STATE
Date Filed 8-7-79
Secretary of State

Attached to this Agreement and incorporated herein by reference as Exhibit "B" is a copy of the written determination of the appropriate attorney that the TOWN is authorized under the law of this State to enter into this Agreement and that it is in proper form.

WHEREAS, it is to the mutual benefit of the STATE and the TOWN to enter into an agreement covering the maintenance of these certain State Highways known as S. R. 260 and U. S. 180 B which are State Highways of the STATE OF ARIZONA and which traverse the said TOWN OF EAGAR over those certain streets 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, as more particularly set forth upon the map attached hereto and marked Exhibit "C", and by reference made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The TOWN shall set aside sufficient funds to accomplish the maintenance responsibilities set forth in this agreement.

2. The STATE shall set aside sufficient funds to accomplish the maintenance and betterment responsibilities within the TOWN as set forth by this agreement.

3. That the STATE, acting by and through its Department of Transportation 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 "C", said jurisdiction, control and responsibility to include:

a. Betterment of 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 causes.

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

4. That the TOWN shall, except as otherwise expressly provided in this agreement have jurisdiction and control over routine maintenance of:

a. Sidewalks

b. Sprinkling

c. Street lighting (other than safety lighting).

d. Street name signs.

e. Parking signs. Approved crosswalks, parking lane striping and curb markings after initial installation.

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

6. 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 "D", and by reference made a part hereof.

7. That the TOWN 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 will maintain the insurance for the period of this agreement. A copy of the policy is attached hereto and marked Exhibit "E" and by reference made a part hereof.

8. That the TOWN will provide traffic control in accordance with the Arizona Department of Transportation Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the TOWN on the State Highway right of way.

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

10. It is understood that this Agreement will cancel and supersede any previous Agreements for street maintenance, and betterment on those State Highways which traverse within the boundaries of the TOWN.

11. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of January, 1979, but in no event prior to its being filed with the Secretary of State.

12. It is understood that this Agreement may be amended, or supplemented, by mutual consent of the parties hereto at any time with all other conditions set forth remaining in effect.

13. This Agreement shall remain in force and effect until midnight December 31, 1979, and shall there-

after be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

14. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

15. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

16. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: _____
Chief Deputy State Engineer

TOWN OR CITY OF EAGAR

ATTEST:

_____
Clerk or Manager

By: _____

TITLE: MAYOR

OFFICE OF THE
Attorney General
1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
~~JOHN A. LEWIS~~
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 79-515 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 9 day of July, 1979.

ROBERT K. CORBIN
Attorney General

Jean E. Weaver
Assistant Attorney General

RESOLUTION

Be it resolved on this date August 3, 1979 I, W. A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the Town of Eagar, enter into the intergovernmental agreement for the purpose of maintaining certain State Highways known as S. R. 260 and U. S. 180B, which are State Highways of the State of Arizona and which traverse the said Town of Eagar over those certain streets 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.

W. A. Ordway

W. A. ORDWAY, DIRECTOR
Arizona Department of Transportation

TOWN/CITY OF EAGAR RESOLUTION NO. 108

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF EAGAR , ARIZONA, TO ENTER INTO INTERGOVERNMENTAL MAINTENANCE AGREEMENT WITH THE STATE OF ARIZONA AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT;

WHEREAS, the Mayor and Common Council of the TOWNof EAGAR find that the within Resolution is in the interests of the TOWN OF EAGAR;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the TOWN OF EAGAR , that the TOWN enter into a Intergovernmental Maintenance Agreement with the State of Arizona acting by and through the Arizona Department of Transportation to be effective on the 1st day of January, 1979, but in no event prior to being filed with the Secretary of State;

BE IT FURTHER RESOLVED that the Mayor of the TOWN of EAGAR is authorized to execute said agreement on behalf of the TOWN.

PASSED AND ADOPTED by the Mayor and Common Council of the TOWN OF EAGAR this Date: May 8, 1979

Lloyd H. Ashcroft
MAYOR

ATTEST:
[signature]
Clerk/Manager

APPROVED AS TO FORM:

_____
Attorney

EXHIBIT "A"

Ronald Wiltbank, P.C.
Attorneys at Law

Ronald Wiltbank
Brent E. Corwin

1419 East Main Street
Mesa, Arizona 85203
(602) 834-6111

666 Building
Post Office Box 908
Springerville, Arizona 85938
(602) 333-2380

Reply To
Mesa

April 25, 1979

TO: EAGAR TOWN COUNCIL

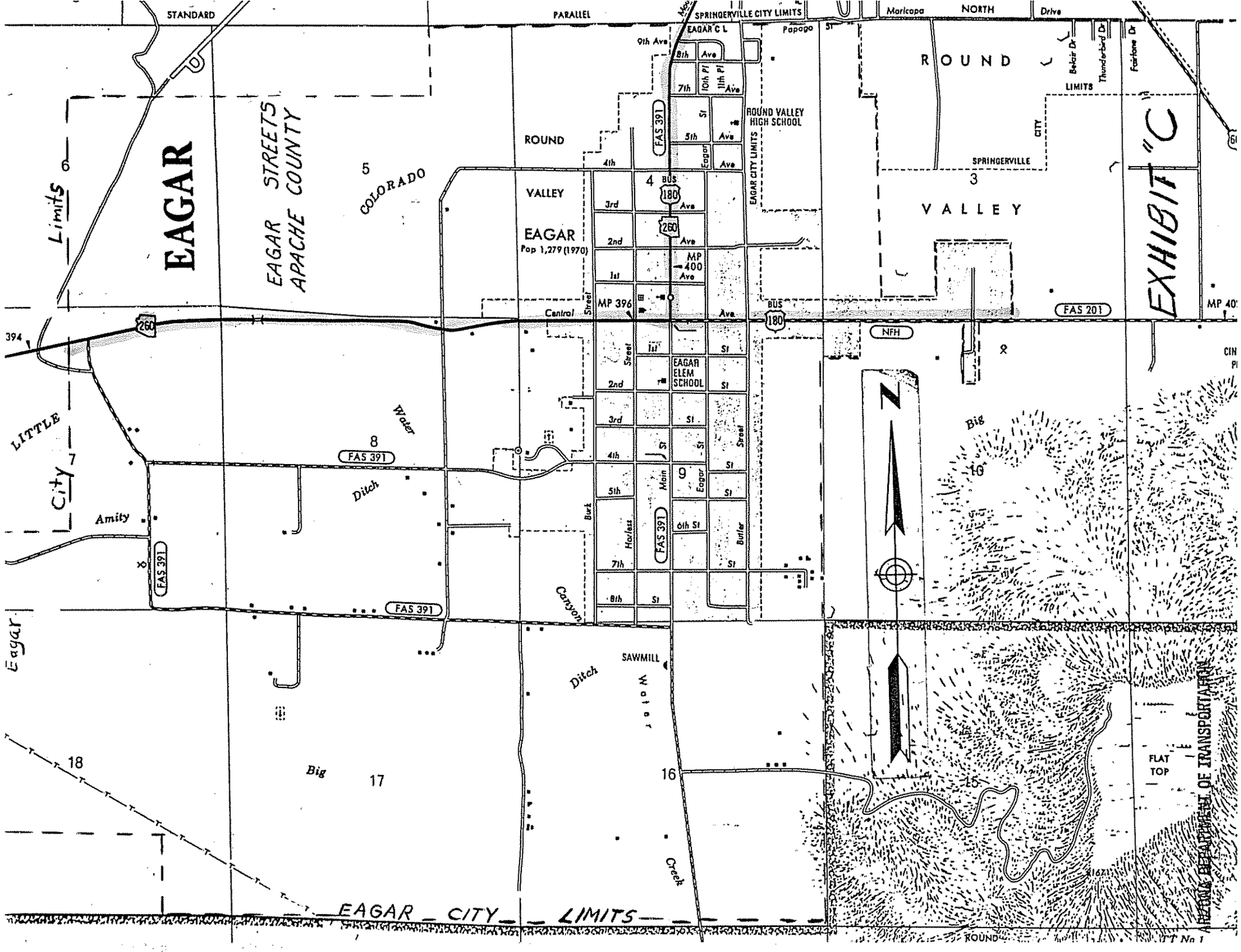
FROM: TOWN/CITY ATTORNEY

RE: INTERGOVERNMENTAL MAINTENANCE AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF EAGAR

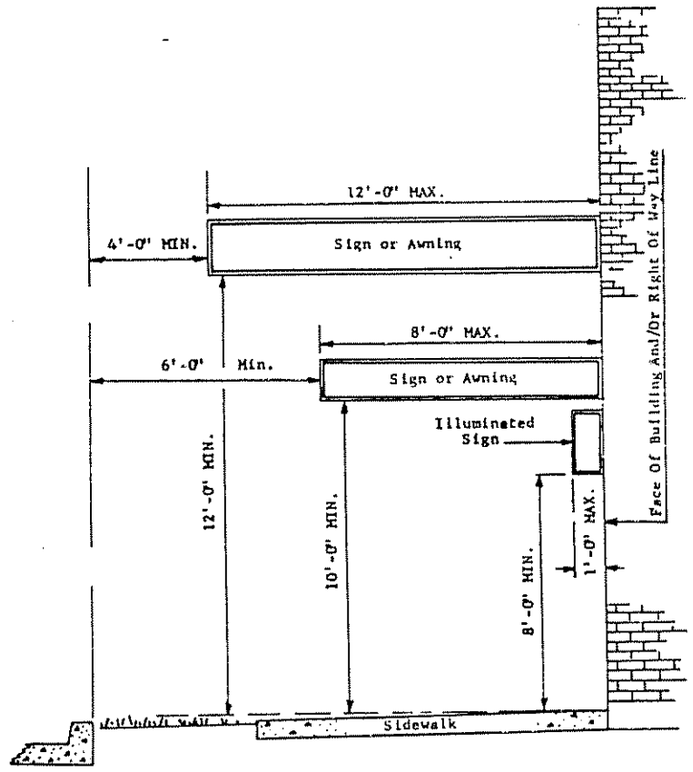
I have determined that the above agreement is in proper form and that the TOWN is authorized under the laws of the State of Arizona to enter into it.

Ronald Wiltbank
RONALD WILTBANK

"3"



STANDARD
PARALLEL
SPRINGERVILLE CITY LIMITS
EAGAR C L
Maricopa
NORTH
Drive
Papago
ROUND
LIMITS
Belair Dr
Thunderbird Dr
Fairlane Dr
EXHIBIT "C"
EAGAR
EAGAR STREETS
APACHE COUNTY
COLORADO
ROUND
VALLEY
EAGAR
Pop 1,279 (1970)
ROUND VALLEY HIGH SCHOOL
EAGAR CITY LIMITS
SPRINGERVILLE
CITY
VALLEY
FAS 391
FAS 201
BUS 180
260
MP 400
MP 396
Central
Ave
NFH
EAGAR ELEM SCHOOL
Main
Eagar
Harlest
Butler
Burk
Street
Water
Ditch
Canyon
Amity
LITTLE
City
Limits
Eagar
SAWMILL
Big
Creek
FLAT TOP
EAGAR CITY LIMITS
ARIZONA DEPARTMENT OF TRANSPORTATION



PERMIT NEEDED

GENERAL NOTES

1. A permit is required for all encroaching overhanging signs and awnings. These signs and awnings are permitted in curbed urban sections for on premise advertising.

2. No advertising signs are allowed on any Interstate or Rural highway rights of way. Signs on Frontage Roads within Highway R/W in urban areas are permitted by this standard.

3. Signs with words "Stop", "Slowdown", etc. or signs similar in shape or color to official traffic signs are not permitted.

4. Lengths of signs and awnings may vary as shown except where City or County ordinances provide smaller maximums.

5. Illuminated signs attached to a building facing the R/W are permitted as shown.

6. An outdoor advertising permit is required for off premise signs.

7. Ground supported or portable signs shall not be placed within any right of way areas.

DESIGN APPROVED	ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION STANDARD PLANS	REV DATE
APPROVED FOR DISTRIBUTION	PERMIT REGULATIONS FOR SIGNS AND AWNINGS	PLAN NO.

Exhibit "D"

WILLIAM K. FOSTER, MANAGER
Home Office: 1616 West Adams Street, Phoenix Arizona 85007, 271-5522
STATE of ARIZONA

"E"

INSURED

Policy No.

Your Workmen's Compensation and Employer's Liability Policy renewal agreement is enclosed.

To protect yourself against potential liability damages, you are required by law to:

1. Post - and keep posted - the "Notice to Employees" posters in conspicuous places upon the premises for inspection by all employees.

2. Keep the Workmen's Compensation rejection forms available at all places where employees are hired.

Further, you are responsible for compensation of subcontractors. If subcontractors are employed, you must secure evidence of their Workmen's Compensation coverage and have it available for the SCF auditor at time of audit. Premium will be charged for subcontractors' employees when no evidence of coverage is maintained.

To assure complete policy coverage, it is important to immediately notify this office of any changes in operations or ownership.

We appreciate the opportunity to again serve you and your employees. Our staff is always ready to assist you in any matter affecting your business interests regarding Workmen's Compensation Insurance. The telephone numbers of our district and branch offices are listed below. Please call if you have questions or wish further information.

Cordially,

Gordon Reynolds, Manager
Underwriting Department

Enclosure

Complete Workmen's Compensation Insurance Services

Casa Grande	836-3476	Lake Havasu City	855-8051	Prescott	445-8900	Tucson	882-5165
Flagstaff	526-0056	Mesa	834-4963	Safford	428-4216	Yuma	[illegible]

SATION FUND
DAMS STREET
RIZONA 85007

Insured

Workmen's Compensation and Employer's Liability Policy

sideration of the payment of the premium, it is agreed that the ing policy designated below is renewed for the policy period stated below, subject to all its terms except as otherwise stated herein.

The following items are substituted for the corresponding items, or parts thereof, in the declarations forming a part of the expiring policy and are hereby made a part of the renewal policy.

Renewal Policy No.

Item 2. Policy Period: From
12:01 A.M. Arizona time at the address of the insured as stated herein.

Item 3. Coverage A of this policy applies to the workmen's compensation law of Arizona.

Locations— All usual workplaces of the insured at or from which operations covered by this policy are conducted are located at the above address unless otherwise stated herein. See Item 4.

PE OF OWNERSHIP: GOVERNMENT

WNER NAMES:

em 4. Classification of Operations Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Premium Basis Estimated Total Annual Remuneration	Rates Rate Per $100 Of Payroll	Estimated Annual Premium
lass ode			
STREET OR ROAD CONSTRUCTION PAVING & DRIVERS	[illegible]	[illegible]	6,038
SANITARY LANDFILL	11,[illegible]	7.[illegible]	856
SEWER CONSTRUCTION - ALL OPERATIONS & DRIVERS	IF ANY	12.55	
WATER MAIN OR CONNECTION CONSTRUCTION & DRIVERS	IF ANY	12.[illegible]	
WATERWORKS OPERATION & SALESMEN, DRIVERS	IF ANY	5.0[illegible]	
POLICEMEN & DRIVERS	27,700	4.72	1,307
AUTOMOBILE REPAIR SHOP & PARTS DEPARTMENT EMPLOYEES, DRIVERS	IF ANY	5.9[illegible]	
VOLUNTEER MUNICIPAL FIREMEN	42,000	1.35	571
CLERICAL OFFICE EMPLOYEES NOC	[illegible]	.35	63
CONTINUED ON FOLLOWING PAGE			

ndicated, interim adjustments f premium shall be made:	Minimum Premium	Required Deposit Premium	Total Estimated Annual Premium

DORSEMENT
MBERS:

Item 5. Limit of Liability for Coverage B - Employer's Liability:
eference thereto.

, subject to all the terms of this policy having

Countersigned 19

Authorized Representative

SATION FUND
DAMS STREET
RIZONA 85007

Insured
OWN OF

Workmen's Compensation and Employer's Liability Policy

consideration of the payment of the premium, it is agreed that expiring policy designated below is renewed for the period stated below, subject to all its terms except as otherwise stated herein.

The following items are substituted for the corresponding items, or parts thereof, in the declarations forming a part of the policy and are hereby made a part of the renewal policy.

Renewal Policy No. [illegible]

Item 2. Policy Period: From [illegible]-79
12:01 A.M. Arizona time at the address of the insured as stated herein.

Item 3. Coverage A of this policy applies to the workmen's compensation law of Arizona.

Locations— All usual workplaces of the insured at or from which operations covered by this policy are conducted are located at the above address unless otherwise stated herein. See Item 4.

TYPE OF OWNERSHIP: GOVERNMENT
OWNER NAMES:

Item 4. Classification of Operations Class Code	Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Premium Basis Estimated Total Annual Remuneration	Rates Rate Per $100 Of Payroll	Estimated Annual Premium
[illegible]	PARK NOC - ALL EMPLOYEES [illegible]	[illegible]	3.9[illegible]	
9402	SEWER CLEANING & DRIVERS	11,8[illegible]	6.37	
9402	SNOW REMOVAL - CLEARING SNOW FROM STREETS OR ROADS - INCLUDING DRIVERS	IF ANY	6.37	
9410	MUNICIPAL, TOWNSHIP, COUNTY OR STATE EMPLOYEE NOC	14,77	1.24	
	MANUAL PREMIUM			10,[illegible]
	STANDARD PREMIUM (SEE ENDORSEMENT 1065)			10,[illegible]
	DISCOUNTED PREMIUM (SEE ENDORSEMENT 1032)			[illegible]

indicated, interim adjustments of premium shall be made: QUARTERLY	Minimum Premium [illegible]	Required Deposit Premium	Total Estimated Annual Premium	[illegible]

ENDORSEMENT NUMBERS: 1005 (07) 1032 1065 ([illegible])

Item 5. Limit of Liability for Coverage B - Employer's Liability: $100,000, subject to all the terms of this policy having reference thereto.

Countersigned [illegible] 19 73

William K. Foster
MANAGER

[illegible]
AUTHORIZED REPRESENTATIVE

STATE COMPENSATION FUND

1616 WEST ADAMS STREET
PHOENIX, ARIZONA 85007

POLICY ENDORSEMENT(S)

07/01/78 THRU 06/30/79 Effective from 12:01 AM 07/01/78 Amending Policy No. 000274-5
to: LAGAR, TOWN OF

ANNIVERSARY RATING DATE ENDORSEMENT-1005

IT IS AGREED THAT, EFFECTIVE AS OF THE INSURED'S NORMAL ANNIVERSARY RATING DATE STATED BELOW, THE PREMIUM BASES AND RATES APPLICABLE TO THE POLICY SHALL BE ADJUSTED IN ACCORDANCE WITH THE MANUALS IN USE BY THE COMPANY ON SUCH DATE. SUCH ADJUSTMENT TO BE STATED IN AN ENDORSEMENT ISSUED TO FORM A PART OF THE POLICY.
NORMAL ANNIVERSARY RATING DATE: JULY 01

PREMIUM DISCOUNT ENDORSEMENT-1032

IT IS AGREED THAT:

1. STANDARD PREMIUM. THE PREMIUM COMPUTED IN ACCORDANCE WITH THE PROVISIONS OF THE POLICY, OTHER THAN THIS ENDORSEMENT, SHALL BE KNOWN AS THE STANDARD PREMIUM.
2. PREMIUM DISCOUNT. THE FIRST $1,000 OF THE STANDARD PREMIUM SHALL BE CHARGED IN FULL WITHOUT DISCOUNT, THE NEXT $4,000 SHALL BE SUBJECT TO A DISCOUNT OF 9.4%, THE NEXT $95,000 SHALL BE SUBJECT TO A DISCOUNT OF 14.7%, AND THE REMAINDER SHALL BE SUBJECT TO A DISCOUNT OF 16.3%.

PREMIUM MODIFICATION ENDORSEMENT-1065

IT IS AGREED THAT PREMIUM DEVELOPED AT MANUAL RATES IS SUBJECT TO ADJUSTMENT BY APPLICATION OF THE EXPERIENCE MODIFICATION STATED HEREIN AND SUCH EXPERIENCE MODIFICATION SHALL REMAIN IN EFFECT THRU 06/30/79
EXPERIENCE MODIFICATION [illegible]
THIS MODIFIER IS TENTATIVE AND IS SUBJECT TO APPROVAL BY THE NATIONAL COUNCIL ON COMPENSATION INSURANCE

Nothing herein contained shall be held to waive, alter, vary or extend any of the stipulations, agreements or limitations of this policy other than as above stated.

Countersigned at Phoenix, Arizona JULY [illegible] 197[illegible]

AUTHORIZED REPRESENTATIVE

LIABILITY/AUTOMOBILE POLICY

DECLARATIONS AND PROVISIONS

10 Coverage is provided in the Company designated by number. Stock Insurance Company (herein called the Company)

POLICY NUMBER 2-18 LA-279 38 46

FIREMAN'S FUND INSURANCE COMPANIES
MAIL ADDRESS SAN FRANCISCO CALIFORNIA

01 FIREMAN'S FUND INSURANCE COMPANY SAN FRANCISCO, CALIFORNIA
18 THE AMERICAN INSURANCE COMPANY PARSIPPANY, NEW JERSEY
07 NATIONAL SURETY CORPORATION CHICAGO, ILLINOIS
13 ASSOCIATED INDEMNITY CORPORATION SAN FRANCISCO, CALIFORNIA
15 AMERICAN AUTOMOBILE INSURANCE COMPANY CREVE COEUR, MISSOURI

ITEM 1. NAMED INSURED AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE)

TOWN OF EAGAR
EAGAR, APACHE COUNTY, AZ

ITEM 2.

8/27/78 — INCEPTION (MO., DAY, YR.)
8/27/79 — EXPIRATION (MO., DAY, YR.)

12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

THE NAMED INSURED IS:
☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ JOINT VENTURE ☒ OTHER Municipality

BUSINESS OF THE NAMED INSURED IS: Municipality

ITEM 3. THE INSURANCE AFFORDED UNDER THIS POLICY IS ONLY WITH RESPECT TO THE COVERAGE PART(S) INDICATED BELOW AND FOR WHICH A PREMIUM CHARGE IS SPECIFIED.

COVERAGE PART(S)		ADVANCE PREMIUM($)
FORM NUMBER	DESCRIPTION	
105040		$ 9049
5982		3374

ENDORSEMENTS (IDENTIFY BY FORM NUMBER) 105087,140404,5985,140613,101204,101214
105103,105205,180027 #1,2,3,4,5 & 6, 105094, 105027, 105067

IF POLICY IS SUBJECT TO AUDIT, AUDIT PERIOD SHALL BE ANNUAL, UNLESS OTHERWISE STATED:

TOTAL ADVANCE PREMIUM $12,423

IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS TO BE PAID IN INSTALLMENTS, PREMIUM IS PAYABLE:	ON INCEPTION DATE	FIRST ANNIVERSARY	SECOND ANNIVERSARY
	$	$	$

THESE POLICY DECLARATIONS AND PROVISIONS, AND COVERAGE PART(S) AND ENDORSEMENTS (IF ANY) ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

DATE OF ISSUE 9/29/78eb

COUNTERSIGNATURE OF AUTHORIZED AGENT Ronald Wittbank

COVERAGE PART — COMPREHENSIVE GENERAL LIABILITY INSURANCE

SCHEDULE

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. 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
A. BODILY INJURY LIABILITY	$ 300 ,000 EACH OCCURRENCE
	$ 300 ,000 AGGREGATE
B. PROPERTY DAMAGE LIABILITY	$ 50 ,000 EACH OCCURRENCE
	$ 50 ,000 AGGREGATE

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES: BODILY INJURY	RATES: PROPERTY DAMAGE	ADVANCE PREMIUM: BODILY INJURY	ADVANCE PREMIUM: PROPERTY DAMAGE
PREMISES OPERATIONS		(A) AREA (SQ. FT.) (B) FRONTAGE (C) REMUNERATION d)per miles e) per receipts	(A) PER 100 SQ. FT. OF AREA (B) PER LINEAR FT. (C) PER $100 OF REMUNERATION			
PER SCHEDULE ATTACHED					7357	1487
ESCALATORS (NUMBER AT PREMISES)		NUMBER INSURED	PER LANDING			
INDEPENDENT CONTRACTORS		COST	PER $100 OF COST			
COMPLETED OPERATIONS		(A) RECEIPTS	(A) PER $1,000 OF RECEIPTS			
PRODUCTS		(B) SALES	(B) PER $1,000 OF SALES			
		per 1,000,000 gallons				
Waterworks	55-49411s	30,000,000	,432	,226	157 MP	48 MP
ENDORSEMENTS ATTACHED						
				TOTAL ADVANCE PREMIUM ▶		$ 9049

ADDITIONAL DECLARATIONS

LOCATION OF ALL PREMISES OWNED BY, RENTED TO OR CONTROLLED BY THE NAMED INSURED (ENTER "SAME" IF LOCATION SAME AS ADDRESS IN ITEM 1 OF DECLARATIONS)

INTEREST OF NAMED INSURED IN SUCH PREMISES: ☐ OWNER ☐ TENANT ☐ GENERAL LESSEE

PART OCCUPIED BY NAMED INSURED

The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

I. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of
Coverage A. **bodily injury** or
Coverage B. **property damage**
to which this insurance applies, caused by an **occurrence**, and the Company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **bodily injury** or **property damage**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit 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:
(a) to liability assumed by the **insured** under any contract or agreement except an **incidental contract**; but this exclusion does not apply to a warranty of fitness or quality of the **named insured's products** or a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner;

(Continued on Reverse Side)

POLICY NUMBER	INSURED	EFFECTIVE

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

Myron Du Bois

PRESIDENT 70-X

PRODUCER

COUNTERSIGNATURE OF AUTHORIZED AGENT