TOWN CLERK
TOWN OF GILBERT
119 N. GILBERT RD.
GILBERT, AZ 85234

A. G. Contract No. KR89-1810-TRD
ECS File: JPA-88-100
Project: Santan Freeway
Section: Gilbert

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF GILBERT

THIS AGREEMENT is entered into 25 May, 1990, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF GILBERT, acting by and through its Town Council (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. The State prepared five alternative alignments for that portion of the proposed Santan Freeway which will be located within the Town.

4. The Town prepared an analysis of the alternative alignments of the proposed Santan Freeway, taking into consideration (a) the general plan of the Town, and (b) the impact of each proposed alignment on the development, growth and goals of the Town.

NO. 14738
FILED WITH SECRETARY OF STATE
Date Filed 5/25/90
Jim Shumway
Secretary of State
By Vicky V. Grainewold

5. The Town Council held public hearings to determine public opinion on each of the proposed alignments.

6. The location of the proposed Santan Freeway will have a permanent and significant impact on the Town, its residents, and the surrounding area.

7. The Town Council voted to recommend to State the adoption of Alignment E for the Santan Freeway, because Alignment E will best serve the needs of the Town, its residents, and the surrounding area.

8. The State subsequently adopted Alignment E through resolution of establishment and advance aquisition, Resolution # 8901-A-06 on January 16, 1989.

9. The State desires to alleviate some potential problems with Alignment E by entering into this agreement with the Town.

10. The purpose of this agreement is to allow the State to construct the Santan Freeway, in accordance with Alignment E, without the risk of incurring costs enumerated in Paragraphs 1.c, 1.d and 1.e., Part II of this agreement.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. Town will:

a. Formally adopt the conceptual local street plan and freeway alignment that is depicted in Exhibit 1, attached hereto and made a part hereof, and amend the Town's general plan within one year from the date of this agreement to incorporate said local street plan and freeway alignment.

b. Provide either for an arterial street to the west of the freeway alignment, or the realignment of Greenfield Road to the east of Alignment E between Ray Road and Pecos Road on any adopted local street plan.

c. Bear the cost of any severance damages, for the parcels listed below and depict on the highlighted copies of the attached Maricopa County Assessor's Arbitrary Map, which are associated with the acquisition of right of way required for construction of the Santan Freeway along the current alignment of Greenfield Road between Ray Road and Pecos Road:

Section 28 T-1S R-6E - Parcels - 5, 6C, 6E, 6F, 6G, 6H, 6J, 6K, 6M, 6N, 6P, 6Q, 8, 14, 15

Section 33 T-1S R-6E - Parcels - 8, 9, 11, 15B

d. Require right of way dedication and construction by developers of the new arterial street and/or the realigned Greenfield Road described in Paragraph 1.b prior to the commencement of the construction by the State of the Santan Freeway along Alignment E.

e. Perform all right of way acquisition, design and construction for those roads the Town must provide, pursuant to paragragh 1.b of Article II, or reimburse the State for the cost of said acquisition, design and construction, at the Town's option, should developers fail to complete the required right of way dedication and construction.

2. State will:

Pay all costs incurred in the acquisition of right of way for Alignment E, except as set forth in Paragraphs 1.c, 1.d and 1.e, Part II of this agreement.

3. State and Town will:

Understand that the local street plan depicted in Exhibit 1 is conceptual, and the exact locations of the local streets will be determined by the Town at the time of the construction of the local streets depicted in Exhibit 1.

III. MISCELLANEOUS PROVISIONS

1. If the State later determines not to construct the Santan Freeway, this agreement becomes null and void.

2. This agreement shall remain in force and effect until completion of said construction and improvement of the subject roadways.

3. Any change to this agreement shall be made by written amendment and signed by both parties.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be terminated by the written agreement of both parties hereto.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

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

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

Town Manager
Town of Gilbert
119 North of Gilbert road
Gilbert, Arizona 85234

10. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

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

TOWN OF GILBERT,
a Municipal Corporation

By Steven M. Berman
STEVEN M. BERMAN
Mayor

STATE OF ARIZONA
Department of Transportation

By Gary K. Robinson
GARY K. ROBINSON
Chief Deputy State Engineer

ATTEST:

Phyllis Alberty
Phyllis Alberty, Town Clerk

2101j
24APR

RESOLUTION

BE IT RESOLVED on this 30th day of December 1988, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, enter into an agreement with the Town of Gilbert for the purpose of establishing the Town's obligations regarding adoption of the Town's preferred alignment for the Santan Freeway. THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.

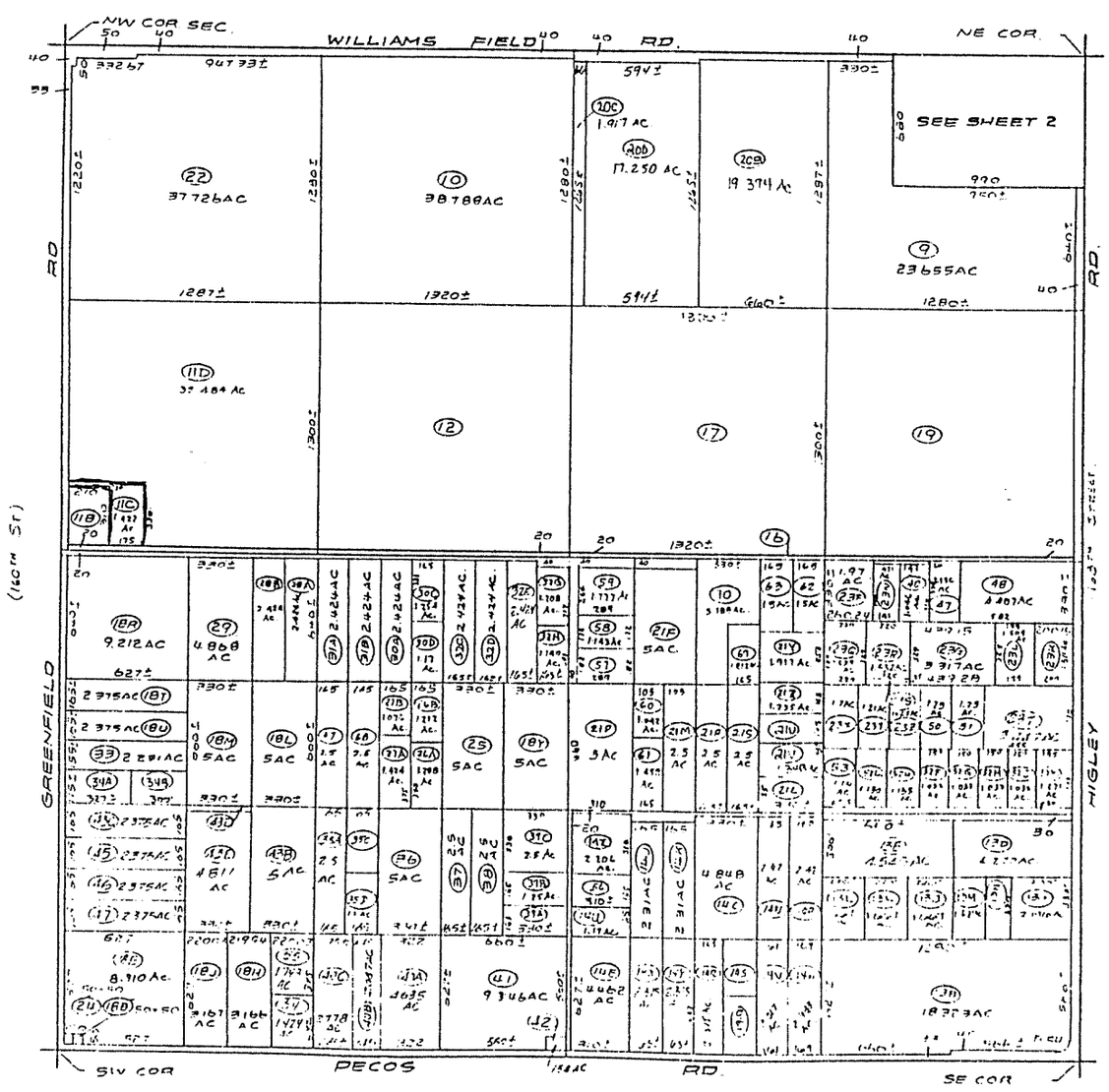
CHARLES L. MILLER, Director
Arizona Department of
Transportation

SM/tg

0550p

SEC. 34 T-1S R-6E

BOOK 304
MAP 47
SHEET 1



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7460

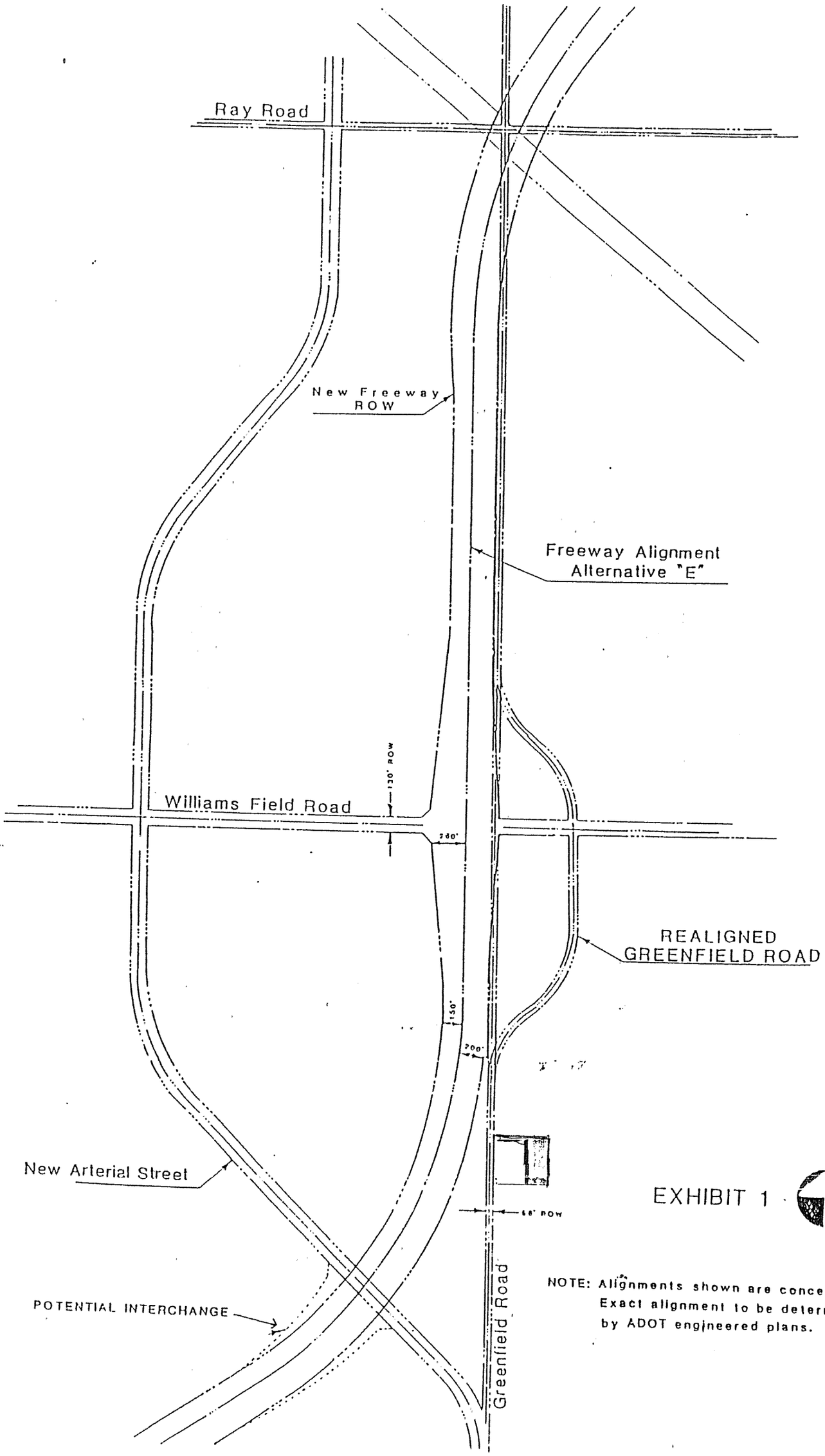
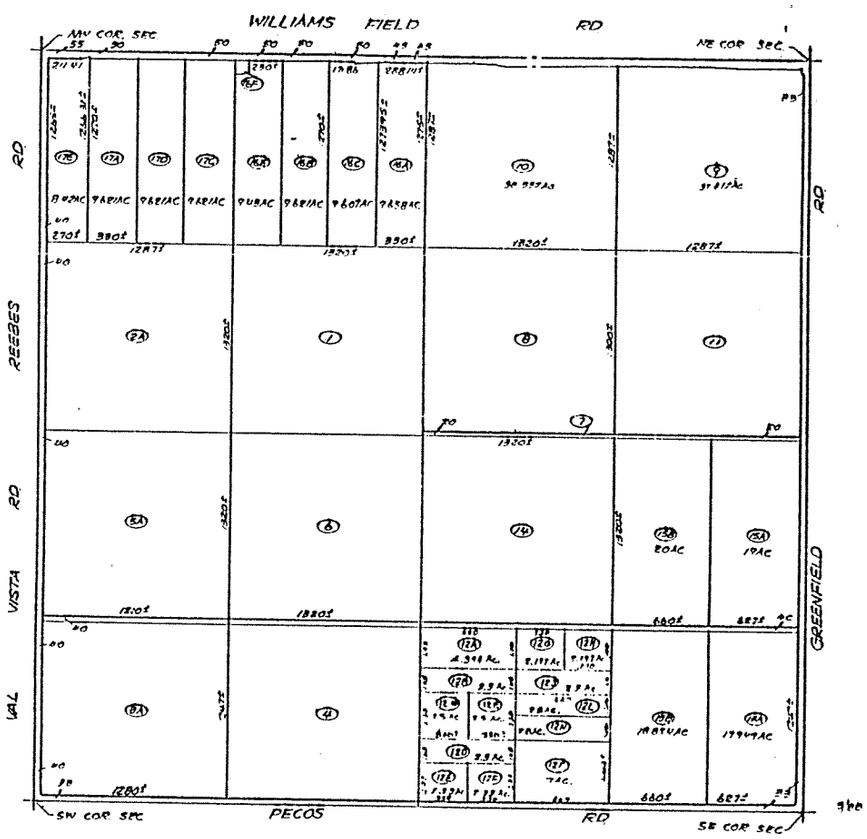


EXHIBIT 1

NOTE: Alignments shown are conceptual. Exact alignment to be determined by ADOT engineered plans.

SEC. 33 T-IS R-6E

BOOK 304
MAP 46



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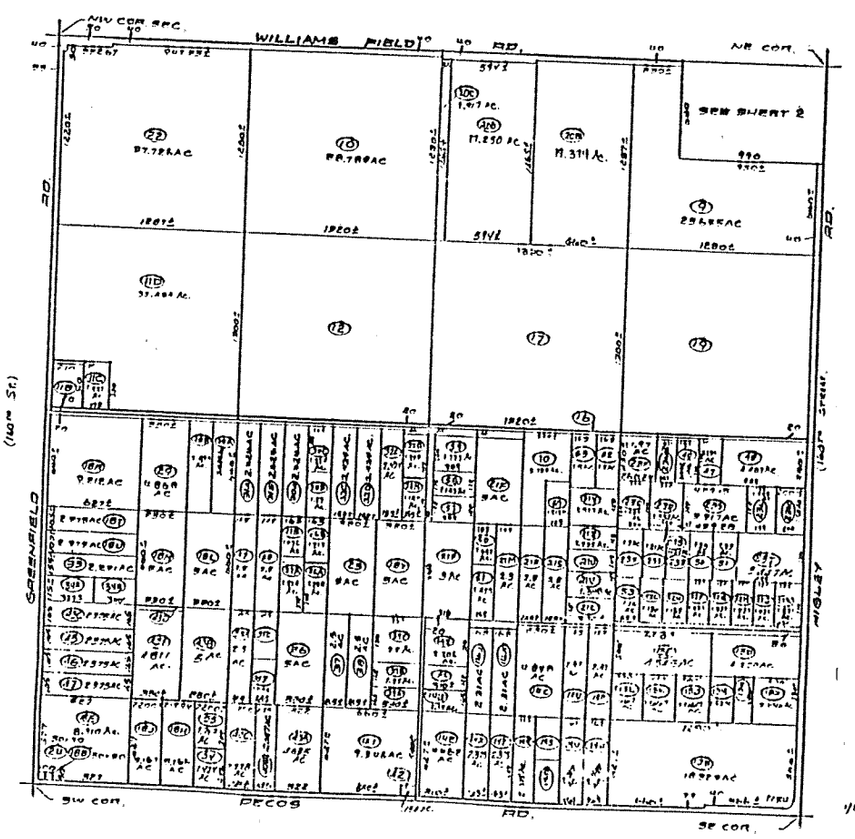
1"=500'

SEC. 34 T-IS R-6E

BOOK 304
MAP 47
SHEET 1



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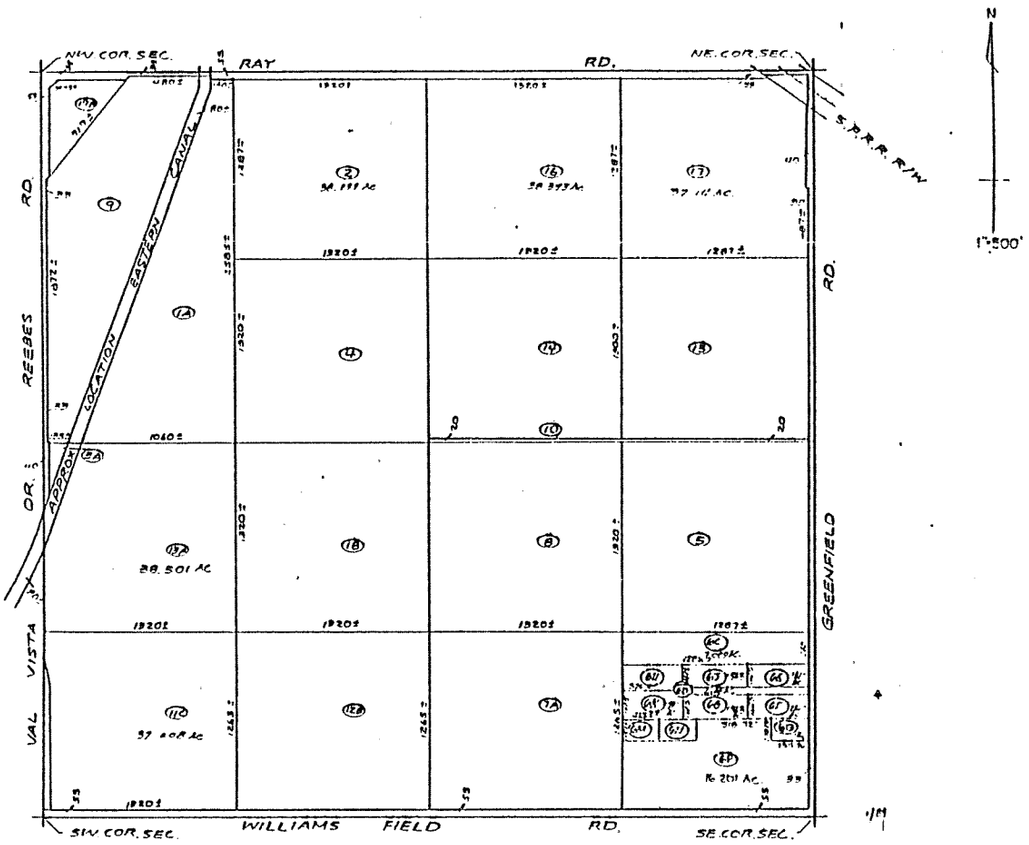
1"=500'

7460

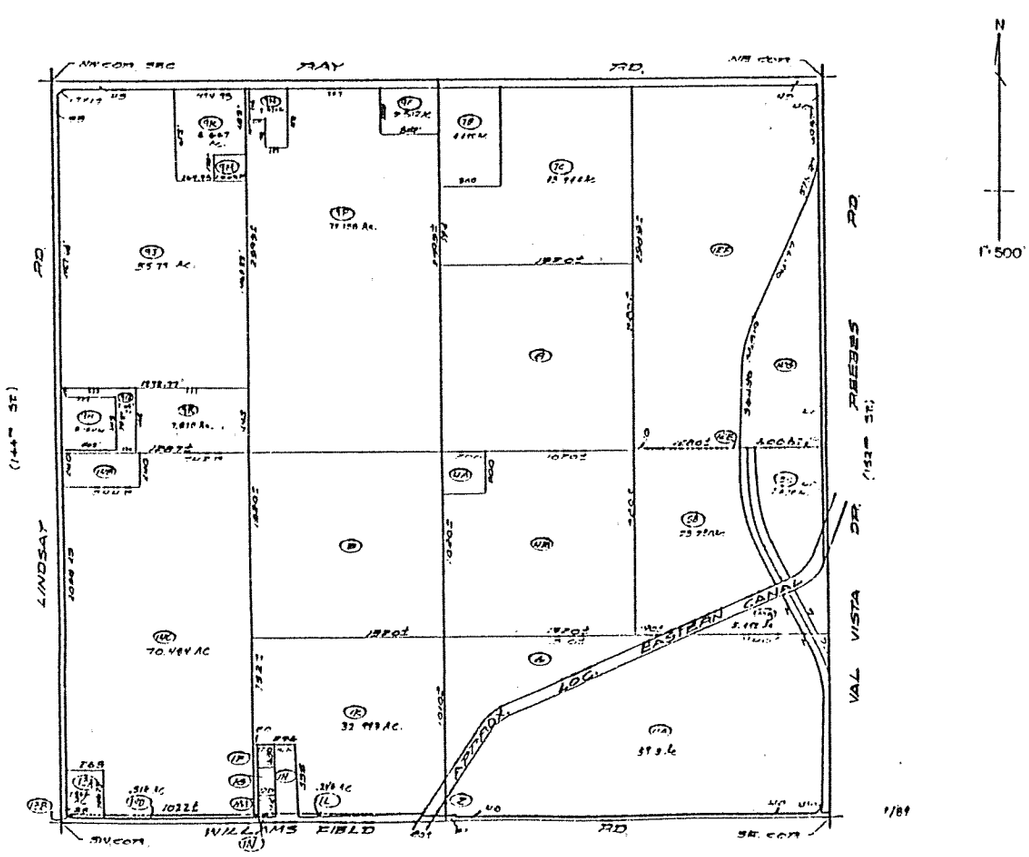
SEC. 28 T-1S R-6E

BOOK 304
MAP 41



SEC. 29 T-1S R-6E

BOOK 304
MAP 42



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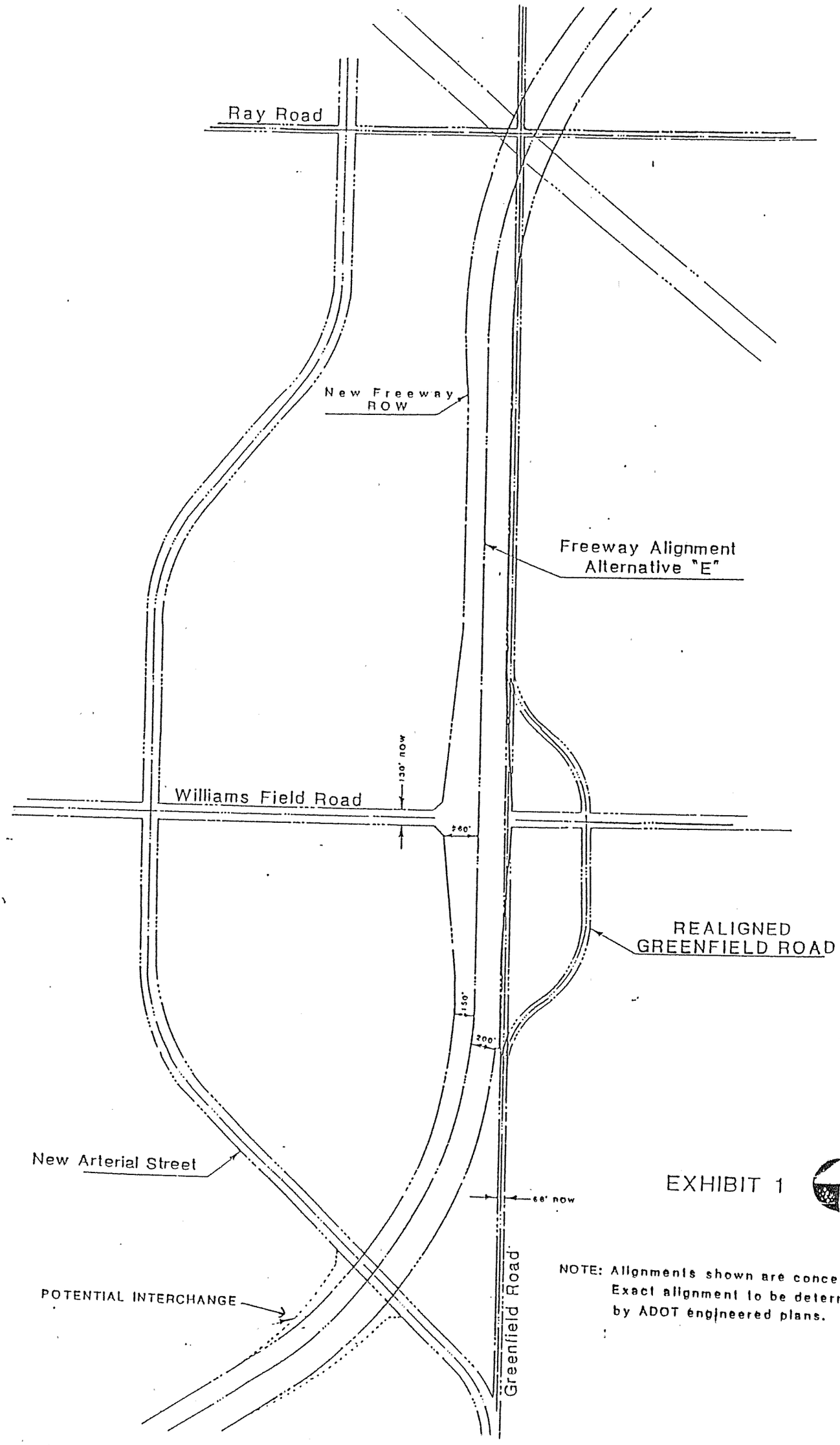

EXHIBIT 1

NOTE: Alignments shown are conceptual. Exact alignment to be determined by ADOT engineered plans.

JPA 88-100

APPROVAL OF THE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the TOWN OF GILBERT and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 25 day of April, 1990.

Susan D. Goodwin

Town Attorney

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Attorney General
1275 WEST WASHINGTON
Phoenix, Arizona 85007
Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR89-1810-TRD, 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 the proper form and is within the powers and authority granted to 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 17th day of May, 1990.

ROBERT K. CORBIN
Attorney General

James R. Redpath
Assistant Attorney General
Transportation Division

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