ADOT File No.: IGA/JPA 13-0002457-I AG Contract No.: P001-2013-xxxx Project: US 60, Grand Avenue Section: SR101L to McDowell Road COG/MPO TIP Item No.: N/A Property Exchange related to: Federal-aid- No.: 089-B(212)S ADOT Project No.: H7328 01C CFDA No.: 20.205 - Highway Planning and Construction Budget Source: N/A

Property Exchange INTERGOVERNMENTAL AGREEMENT

BETWEEN THE STATE OF ARIZONA AND THE CITY OF GLENDALE

THIS AGREEMENT is entered into ________, 2014 pursuant to Arizona Revised Statutes, §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL ("The City"). The State and the City are individually referred to as the "Party" and collectively referred to as the "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

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

3. The Parties have previously entered into an Intergovernmental Agreement (IGA/JPA 10-142I), dated February 16, 2012, hereafter referred to as the "IGA", for the design, construction and maintenance of certain highway improvements to US 60, Grand Avenue, 71st Avenue to 43rd Avenue (060 MA 152 H7328 01C), also referred to as the "Project".

4. In addition, the State has completed a highway improvement project on February 27, 2007, known as 59th Avenue/Glendale Avenue 60 MA 152.7 H5610 01C (referred to as the "completed highway improvement project") for US 60, Grand Avenue.

5. The State acquired property for use as right-of-way per Resolution No. 2012-10-A-046 which defines the Grand Avenue right-of-way per plans 060 MA 149 H7292 01R. The Parties desire to exchange and transfer various right-of-way parcels now-owned and/or controlled by each (the "right-of-way") in order to finalize: 1) the agreements contained in the IGA; and, 2) the mutual understandings related to the previously completed highway improvement project.

6. The purpose of this Agreement is to identify the parcels to be exchanged between the City and the State and identify the costs for walls to be constructed, as part of the Project, on the City's parcels including 2 (two) property owner parcels, delineated on Exhibit A (Pages 1-4), attached and made a part of this Agreement.

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

II. SCOPE OF WORK

1. The State agrees:

a. To exchange and transfer all of the right-of-way described on Exhibit A based on right-of-way plans 060 MA 149 H7292 01R, as follows:

i. See Page 1 of Exhibit A; entitled "ADOT EXCESS LAND to the City of Glendale" together with US 60, Grand Avenue Right-of-Way Exchange Map, drawings (1) through (15) attached and made a part of this Agreement as Exhibit B, as prepared by URS, dated 02/2013, depicting the parcels to be exchanged and transferred by the reference numbers shown.

ii. See Page 2 of Exhibit A; entitled "Circa 2005 59th Avenue Project 060-B806 – ADOT LAND PARCELS" together with attached right-of-way plans, entitled "59th Avenue – Glendale Avenue 060 MA 155 H5610," attached and made a part of this Agreement as Exhibit C, as prepared by URS, dated 05/24/2005, the Ownership Record and P-2 and P-3 depicting the parcels to be exchanged and transferred by ADOT parcel numbers.

iii. See Page 3 of Exhibit A; entitled "060-B-806 ADOT LAND PARCELS" together with attached right-of-way Plans included in Exhibit C, entitled "59th Avenue – Glendale Avenue 060 MA 155 H5610," (the Ownership Record and P-2 and P-3 depicting the parcels to be exchanged and transferred by ADOT parcel numbers) as prepared by URS, dated 05/24/2005, and Drawing D-7-T-1001, as prepared by AZTEC, dated 10/09/2012 attached and made a part of this Agreement as Exhibit D, for project 060 MA 149 H7292 01R depicting the four (4) separate land reductions on three (3) ADOT parcels (7-9497; 7-9498; and 7-9499) presently in use for new right-of-way and for underground easements *UGE).

iv. See Page 4 of Exhibit A; entitled "ADOT Right-of-Way to the City of Glendale" together with "US 60 Grand Ave right-of-way returned to Glendale" maps attached and made a part of this Agreement as Exhibit E, as prepared by URS, dated 07/2013, depicting the parcels taken in as ADOT right-of-way for the purposes of the Project per Resolution No. 2012-10-A-046, but are to be returned to the City and recorded as shown in Exhibit A.

b. To recommend to the State Transportation Board approval of all rights-of-way exchanged and transferred by this Agreement in accordance with its agreement set forth in the IGA (JPA10-142I), Page 7, 3 (a) and in compliance with Arizona Revised Statutes, Section 20-6901.

c. To pay the City, **\$256,216.00**, within thirty (30) days of receipt of an invoice, and completion of construction of the highway improvements to US 60, Grand Avenue, from 71st Avenue to 43rd Avenue and completion of all the terms, conditions, obligations and documentation necessary to finalize the land exchange.

d. That the City has complied with all of its obligations of coordination concerning the exchange and transfer of rights-of-way as set forth in the IGA (JPA10-142I) on Page 5, II. SCOPE OF WORK, Paragraph 2 (o), when all of the terms and conditions of this Agreement are finalized.

e. To furnish the City any and all documents necessary to exchange, transfer and finalize the vesting of good title including the transfer of title by "Special Warranty Deed" to the other regarding all of the parcels described in Exhibit A.

f. To cause the right-of-way plans to be revised to reflect the right-of-way necessary for the current Project only.

Page 3

g. To accept from the City, permanent Transportation Easements for seven (7) properties with walls constructed as part of the Project and shown on Page 1 of Exhibit A (identified as "ADOT Excess Land to City of Glendale and City of Glendale Property to ADOT", outside the right-of-way).

h. Be responsible for maintaining the structural integrity of access control features within the State's rights-of-way, as referenced in the IGA under II.1.(u).

i. It will not be responsible for maintaining screen walls outside State rights-of-way along US 60, Grand Avenue within the Project limits of 71st Avenue to 43rd Avenue within the City.

2. The City agrees:

a. To exchange and transfer all of the right-of-way described in Exhibit A, as follows: See page 1 of Exhibit A: entitled "CITY OF GLENDALE PROPERTY TO ADOT" together with Exhibit B [drawings one (1) through fifteen (15)], as prepared by URS, dated 02/2013, depicting the parcels to be exchanged and transferred by reference numbers shown.

b. The State has complied with all of its obligations of coordination concerning the exchange and transfer of rights-of-way as set forth in the IGA on Page 3, II. SCOPE OF WORK, Paragraph 1 (r.) when all terms and conditions of this Agreement are finalized.

c. To furnish the State any and all documents necessary to exchange, transfer and finalize the vesting of good title to the other regarding all parcels described in Exhibit A.

d. To invoice the State in the amount of **\$256,216.00** upon completion of construction of the highway improvements to US 60, Grand Avenue, from 71st Avenue to 43rd Avenue and completion of all the terms, conditions, obligations and documentation necessary to finalize the land exchanges.

e. To provide to the State, permanent Transportation Easements for seven (7) properties with walls constructed as part of the Project and shown on Page 1 of Exhibit A (identified as "ADOT Excess Land to City of Glendale and City of Glendale Property to ADOT", outside the right-of-way).

f. To set forth in writing, plans to include maintenance of sidewalks, walls or any other project improvement located on the returned property described on page 4 of Exhibit A.

3. The Parties agree:

a. The property transfers between the Parties referenced in this Agreement will occur upon completion of construction of the highway improvements to US 60, Grand Avenue, from 71st Avenue to 43rd Avenue. Completion is considered issuance of project final acceptance by ADOT.

b. Walls outside the right-of-way will be maintained by the adjacent property owner, excepting walls specifically agreed to be maintained by the City under the IGA and any subsequent amendments.

c. The required easements shall be placed on all properties prior to transfer.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force until completion of the Project and all right-of-way transfers by both Parties.

2. The Parties to this Agreement agree that the State of Arizona shall be indemnified and held harmless by the City for the vicarious liability of the State as a result of entering into this Agreement. Each Party to this contract is responsible for its own negligence.

3. Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

4. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS Attn: Cost Accounting Administrator 206 S 17th Ave. Mail Drop 204B Phoenix, AZ 85007 SingleAudit@azdot.gov

5. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

6. This Agreement may be cancelled in accordance with the Arizona Revised Statutes § 38-511.

7. To the extent applicable under law, the provisions set forth in the Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, U.S.C. Volume 42, Sections 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and is incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every obligation of the State and City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

10. If the federal funding related to this Project is terminated or reduced by the federal government, or if the federal government rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

Page 5

JPA/IGA 13-0002457 I

11. 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 the Arizona Revised Statutes § 12-1518.

12. 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 Joint Project Administration 205 S. 17th Avenue, Mail Drop 637E Phoenix, Arizona 85007-3212 Fax: 602-712-3132

<u>For Finance: Contract Payable</u> Arizona Department of Transportation Attn: Accounts Payable 206 S. 17th Avenue, MD 203B Phoenix, AZ 85007 City of Glendale City Manager's Office 5850 West Glendale Avenue Glendale, AZ 85301 Fax: (623) 847-1399

<u>City Finance - Contact</u> City of Glendale Public Works - Transportation 6210 West Myrtle Avenue, Suite 112 Glendale, AZ 85301

For Right of Way - Contact Arizona Department of Transportation Attn: Deputy Chief Right of Way Agent 205 S. 17th Avenue, MD 300 Phoenix, AZ 85007

13. The Parties shall comply with the applicable requirements of the Arizona Revised Statutes § 41-4401.

14. In accordance with the Arizona Revised Statutes § 11-952, (D) attached hereto and incorporated herein is 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.

CITY OF GLENDALE

STATE OF ARIZONA Department Of Transportation

By

BRENDA S. FISCHER, ICMA-CM City Manager By_

DALLAS HAMMIT, P.E. Senior Deputy State Engineer, Development

ATTEST:

By_

PAMELA HANNA City Clerk

IGA/JPA 13-0002457 I

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Intergovernmental Agreement between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an Agreement among public agencies, which has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY OF GLENDALE under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this ______ day of _____, 2014.

City Attorney

Exhibit A Land Exchange Tables (Pgs. 1-4)

EXHIBIT A ADOT R/W to Glendale / Glendale R/W to ADOT

						to City of Clandala				
Reference No.	Apr S/st Value Control Bemarks					Wall Type	Length (Lin. Ft.) or (SQ. FT.)	Cost	Inside / Outside R/W	
2	7	N/A	N/A	N/A	N/A	(7-9497, 59th Ave Project Exchange	Decorative	43	\$18,275	Inside
5	7	N/A	N/A	N/A	N/A	(7-9498) 59th Ave Project Exchange	Decorative	254	\$107,950	Inside
6	7	N/A	N/A	N/A	N/A	(7-9499) 59th Ave Project Exchange; Reserve 570 s/f UGE	Decorative	75	\$31,875	Inside
7	6&7	N/A	N/A	N/A	N/A	(7-9516) 59th Ave Project Exchange; Reserve 3,865 s/f UGE				
9	6	N/A	N/A	N/A	N/A	(7-9518) 59th Ave Project Exchange; Reserve 4,357 s/f UGE				
13	5	9,670	\$5.00	\$48,350	N/A	(7-9524)				
18	1	43,671	\$8.00	\$349,368	N/A	(7-11088, Lloyd) Revised from 21,413 due to Northern Parkway R/W)	Pony	925	\$24,050	Outside
n/a	8	N/A	N/A	N/A	N/A	(7-11406) West Michigan Investments, LLC. Excluded From Exchange	Screen	1521	\$39,546	Outside
	Total Area	53,341	_	\$397,718		Total Value of ADOT Excess Land to be Exchanged			\$221,696	

Construction Engineering @ \$19,953 9% Construction Contingencies @ 5% \$11,085 Indirect Cost Allocation @ 8.15% \$18,068

Total Wall Cost for ADOT EXCESS LAND to City of Glendale

\$270,802

	CITY OF GLENDALE PROPERTY to ADOT									
Reference No.	Drawing No.	City of Glendale Property to be Exchanged to ADOT (sq ft)	Apr. \$/sf	Value	Access Control Value	Remarks	Wall Type	Length (Lin. Ft.) or (SQ. FT.)	Cost	Inside / Outside R/W
3	7	3,640	\$8.13	\$29,593	N/A		Decorative	158	\$67,150	Inside
16	1	26,465	\$0.00	\$0	\$0	Revised from 40,708 (Northern Parkway) (14,243 diff)	Pony	1945	\$50,570	Outside
17	1	11,731	\$0.00	\$0	\$0	Revised from 42,147 (Northern Parkway) (30,416 diff)	Pony	1330	\$34,580	Outside
19	1 & 2	9,418	\$4.00	\$37,672	\$0	Revised from 21,574 (No. Prkwy w/in COG Basin) (12,156 diff)				
20	2	3,526	\$8.50	\$29,971	\$0	Revised from 5,036 (Northern Parkway) (1,510 diff)	Screen	1054	\$27,404	Outside
21	2	10,580	\$7.00	\$74,060	\$0	Revised from 11,476 (Northern Parkway) (VFW) (896 diff)	Screen	3331	\$86,606	Outside
22	2	10,985	\$7.63	\$83,761	\$0	(B & B / Crystal Motels)	Screen	3592	\$93,392	Outside
23	2&3	3,630	\$8.00	\$29,040	\$0	(Sunset Trlr. Park)	Screen	1269	\$32,994	Outside
24	3	5,877	\$8.00	\$47,016	\$0	(Vista Motel)	Screen	2388	\$62,088	Outside
28	4	8,626	\$8.00	\$69,008	N/A	(Northern Chemical)				
29	4	1,429	\$6.50	\$9,289	N/A	(COG street R/W)				
30	4	2,426	\$7.50	\$18,195	N/A	Revised from 3,085 (New R/W revised) (Morcomb) (659 diff)				
35	9 & 10	12,854	\$5.30	\$68,126	N/A	(Sands)				
37	10	5,838	\$5.70	\$33,277	N/A	(Sanderson)				
38	11	4,404	\$5.70	\$25,103	N/A	(Sanderson)				
40	13 & 14	13,118	\$4.75	\$62,311	N/A	(Alhambra School Dist.)				
42	15	3,404	\$10.25	\$34,891	N/A	(B & M Bumper) (997 SF Wall, 209 LF Fence)	Screen w/Fence	997	\$38,930	Inside
43	15	5,316	\$8.00	\$42,528	N/A	(Competition Body & Paint) (1225 SF Wall, 256 LF Fence)	Screen w/Fence	1225	\$47,804	Inside
	Total Area	143,267	-	\$693,839 \$13,234 \$707,073		Total Value of COG Property to be Exchanged Credit to COG from 59th Ave Exchange Total Value of COG Property to be Exchanged			\$541,517	

Construction Engineering @ 9% \$48,736.53

Construction Contingencies @ 5% \$27,075.85 8.15% \$44,134

Indirect Cost Allocation @

CITY of GLENDALE PROPERTY to ADOT: Total Cost \$661,463

Total Wall Cost \$932,265

ADOT Matching Funds @ 5.70% \$53,139.09

\$256,216 Total amount owed to City of Glendale

(309,355) Difference between Total Values

Area Diff. (89,926)

1

EXHIBIT A

Circa 2005 59TH AVENUE PROJECT 060-B-806

CITY OF GLENDALE PARCELS					
Parcel No.	Value				
7-9517	\$60,000.00				
7-9519	\$24,000.00				
7-9541 & 7-10114	\$67,000.00				
Total Value	\$151,000.00				

ADOT LAND PARCELS				
Parcel No.	Value			
7-9498 (NW) & 7-9499	\$85,900.00			
7-9516	\$34,468.00			
7-9518	\$11,490.00			
7-9498 (SE)	\$5,060.00			
7-9497	\$848.00			
Total Value	\$137,766.00			

Value Difference

\$13,234.00

EXHIBIT A

060-B-806 ADOT LAND PARCELS

Parcel No.s 7-9498 (NW) & 7-9499						
Sq. Ft. Area	Remarks	Value/Sq. Ft.	Value			
570	UGE	\$2.50	\$1,425.00			
5693	7-9499 Rem. (minus 2012)	\$5.00	\$28,465.00			
11202	7-9498 Rem. (NW) (minus 2131)	\$5.00	\$56,010.00			

Total Value \$85,900.00

Parcel No. 7-9516					
Sq. Ft. Area	Remarks	Value/Sq. Ft.	Value		
3865	Underground Easement	\$2.50	\$9,662.50		
4961	\$24,805.00				

Total Value \$34,467.50

Parcel No. 7-9518					
Sq. Ft. AreaRemarksValue/Sq. Ft.Value					
4357	Underground Easement	\$0.95	\$4,139.15		
3869	Remainder	\$1.90	\$7,351.10		

Total Value \$11,490.25

	Parcel No.	7-9498 (SE)	
Sq. Ft. Area	Remarks	Value/Sq. Ft.	Value
1840	Remainder (SE) (minus 2190)	\$2.75	\$5,060.00

Parcel No. 7-9497					
Sq. Ft. Area	Remarks	Value/Sq. Ft.	Value		
339	Remainder (minus 1657)	\$2.50	\$847.50		

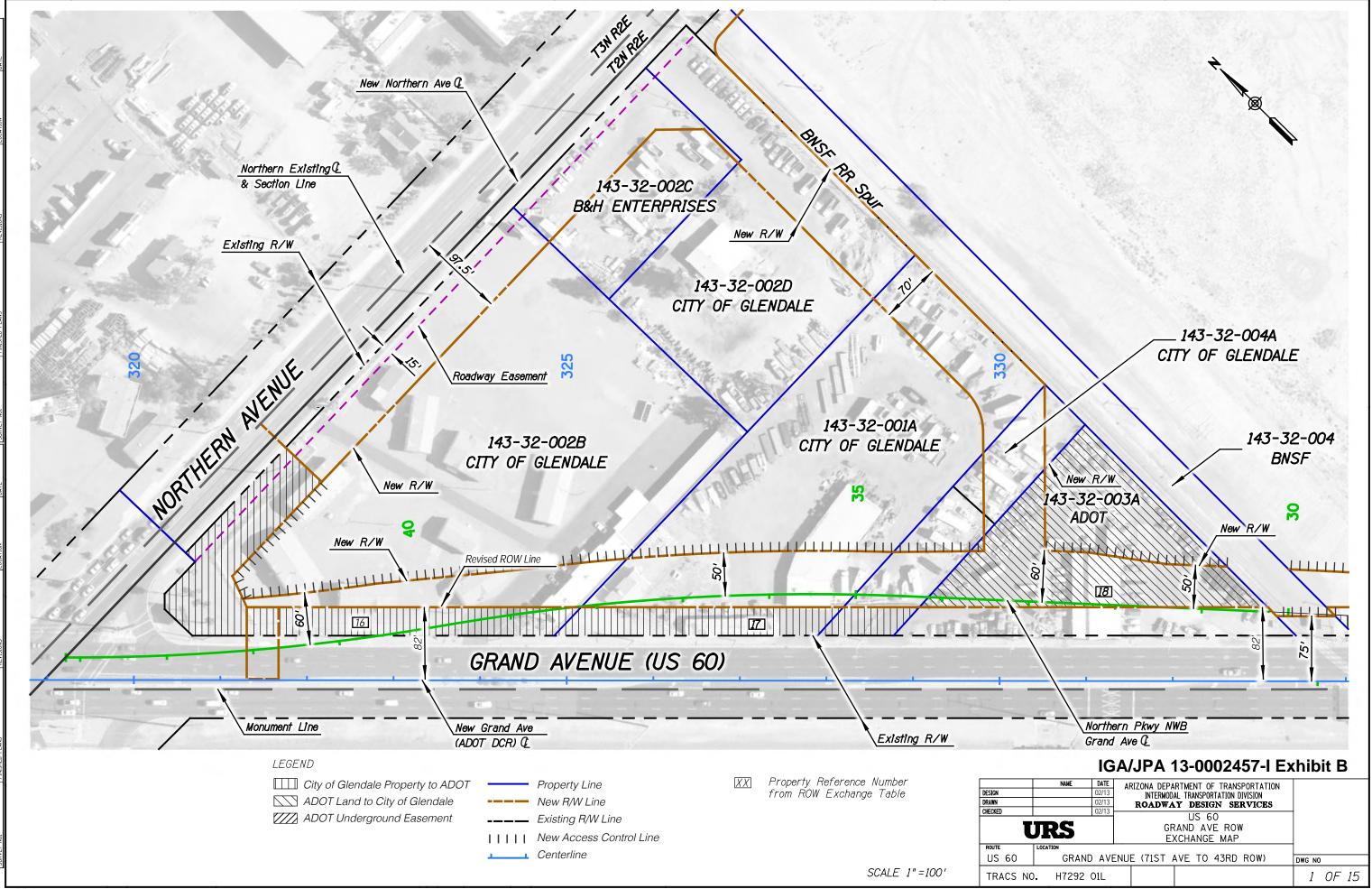
Total Value of ADOT Land Parcels \$137,765.25

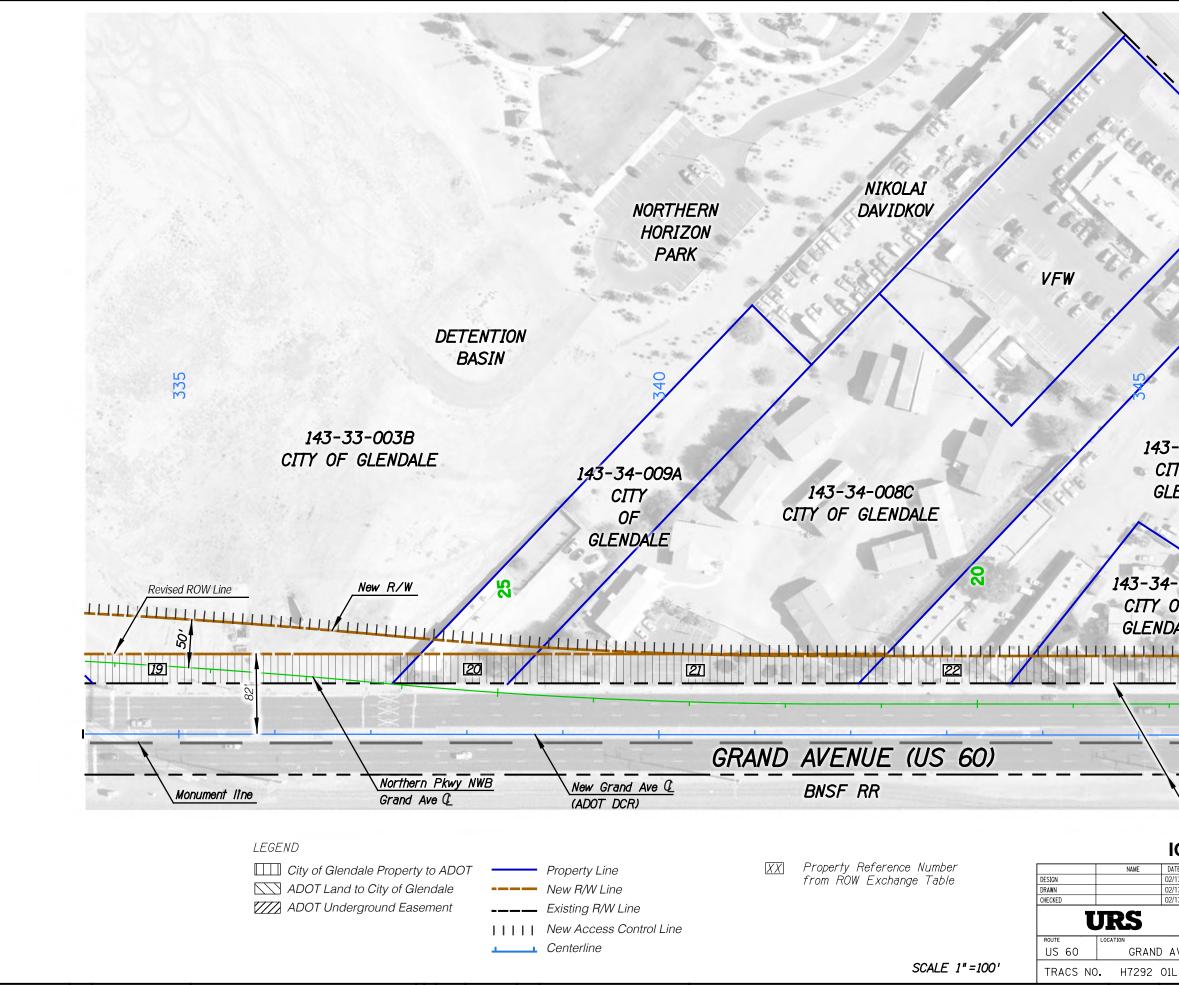
EXHIBIT A

		ADOT Right-of-Wa	y to the City of Glendale
Reference No	Drawing No	ADOT R/W to be Transferred to COG	Remarks
16A	1	(sf) 14,243	City owned land
17A	1		City owned land
19A	1&2		City owned land
20A	2		City owned land
21A	2	896	City owned land

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Exhibit B Grand Avenue Right-of-Way Exchange Maps (Pgs. 1-15)

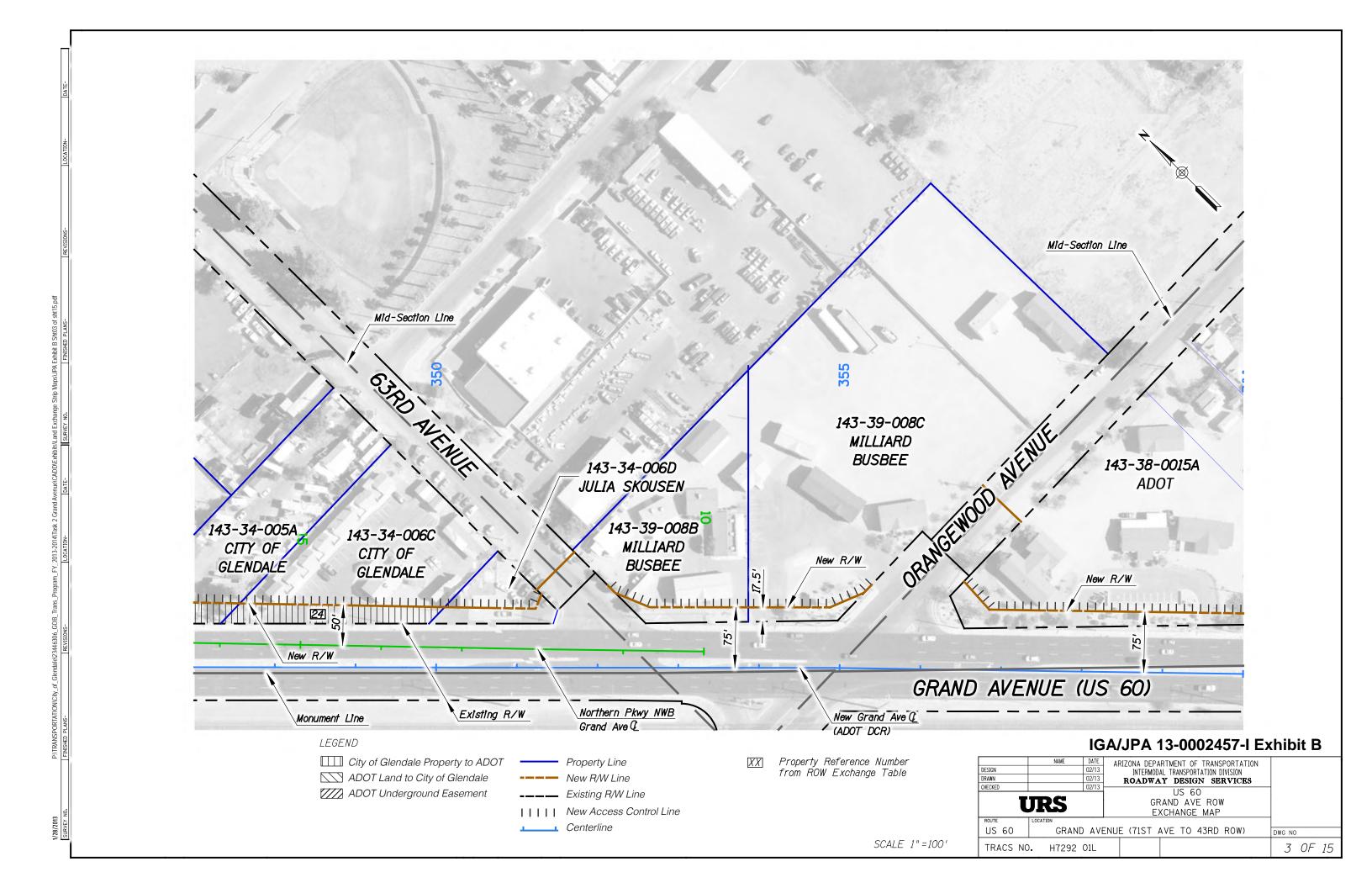


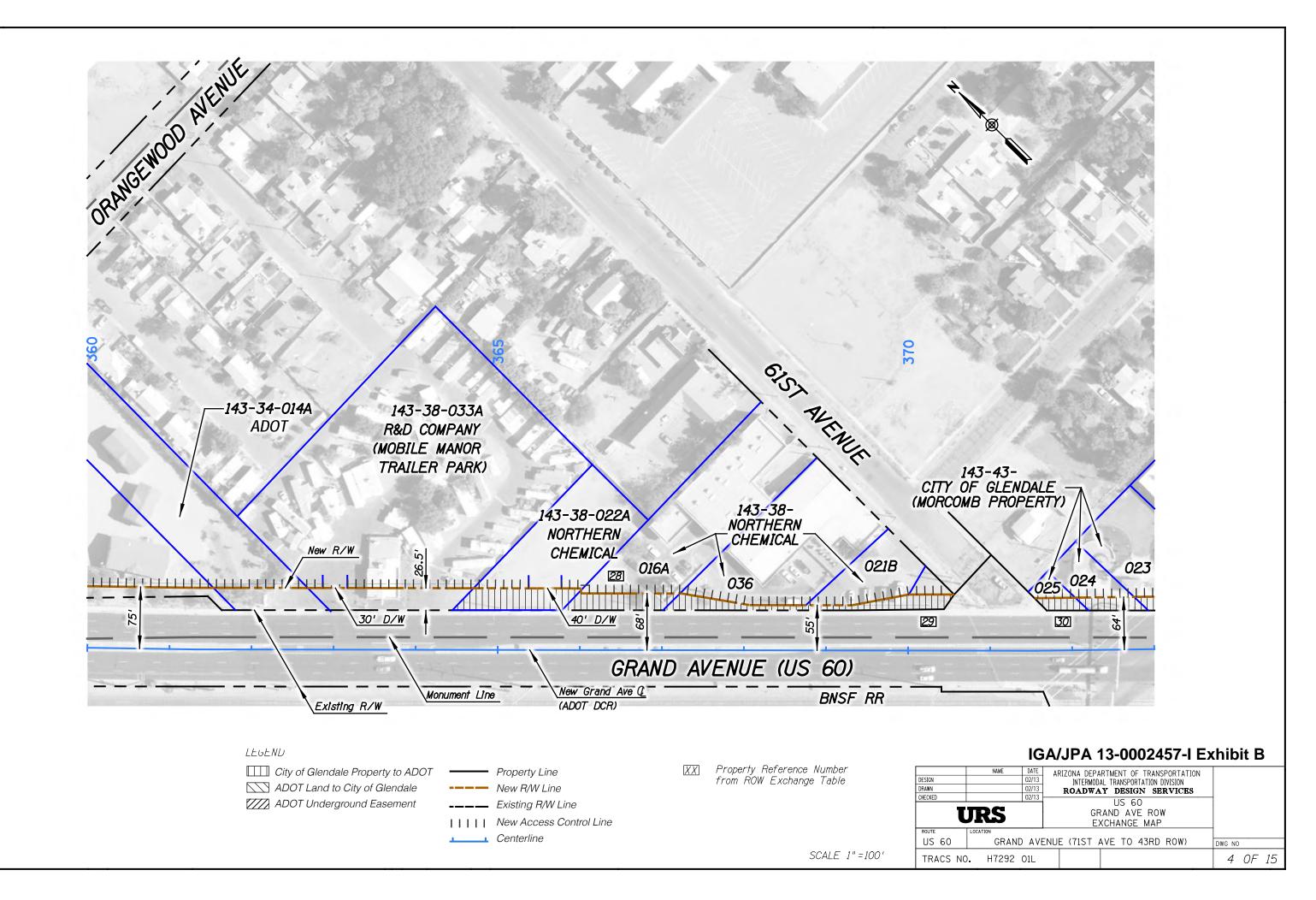


1/28/2013 Survey No

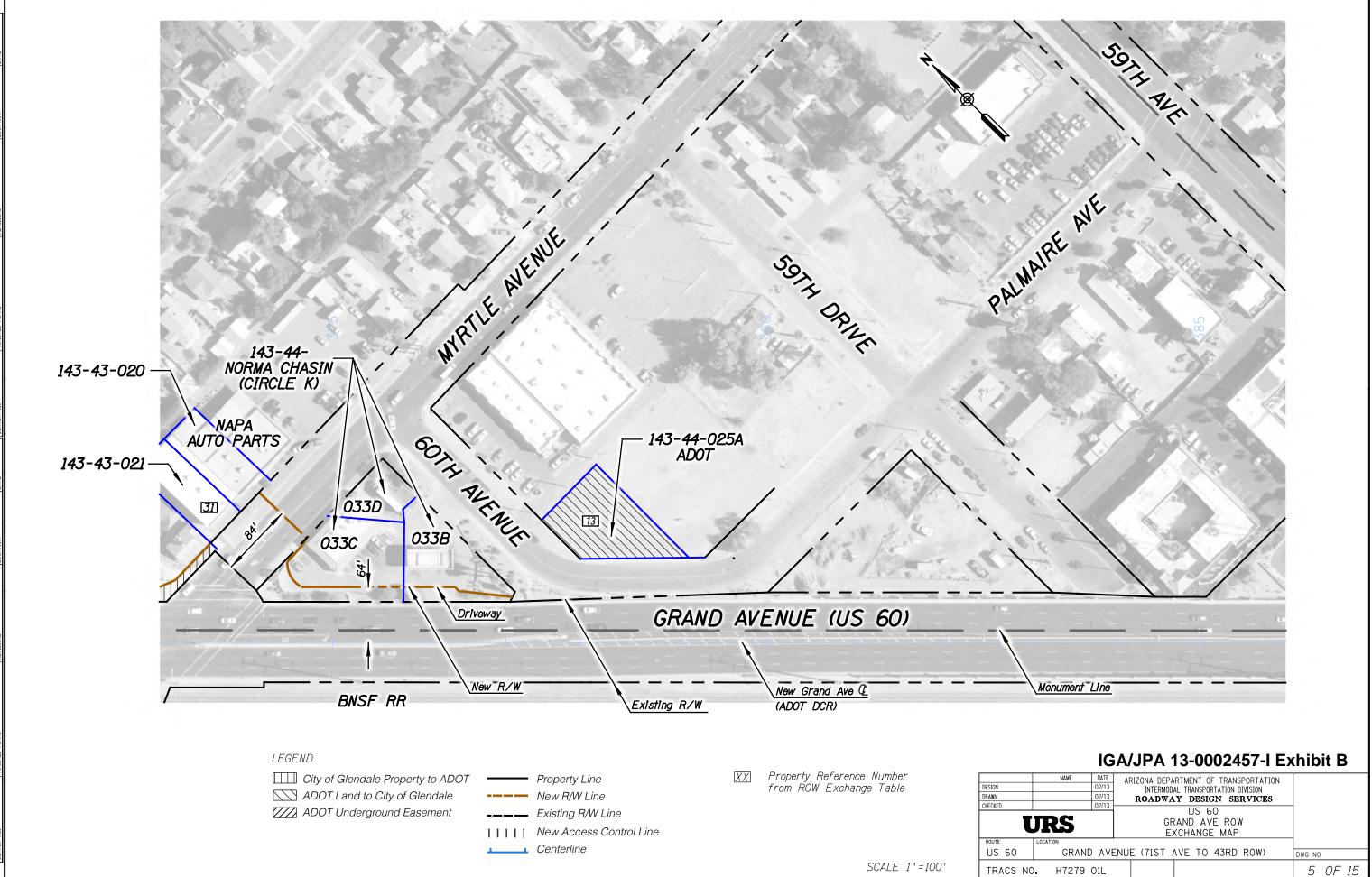
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143-34-010A CITY OF GLENDALE
Existing R/W IGA/JPA 13-0002457-I Exhibit B NAME DATE 02/13 ARIZONA DEPARTMENT OF TRANSPORTATION INTERMONAL TRANSPORTATION INTERMONAL TRANSPORTATION
UCATION INTERMODAL TRANSPORTATION DIVISION ROADWAY DESIGN SERVICES US 60 GRAND AVE ROW EXCHANGE MAP IO GRAND AVENUE (71ST AVE TO 43RD ROW) DWG NO

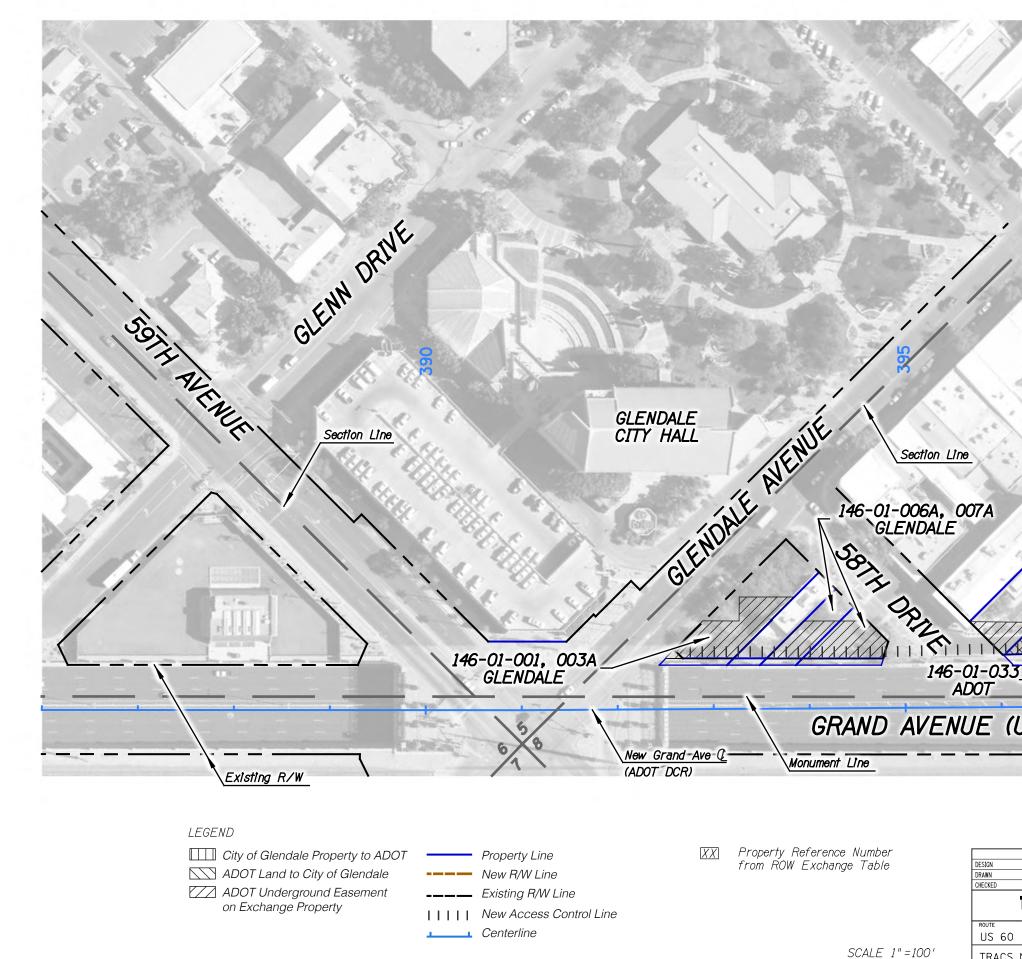
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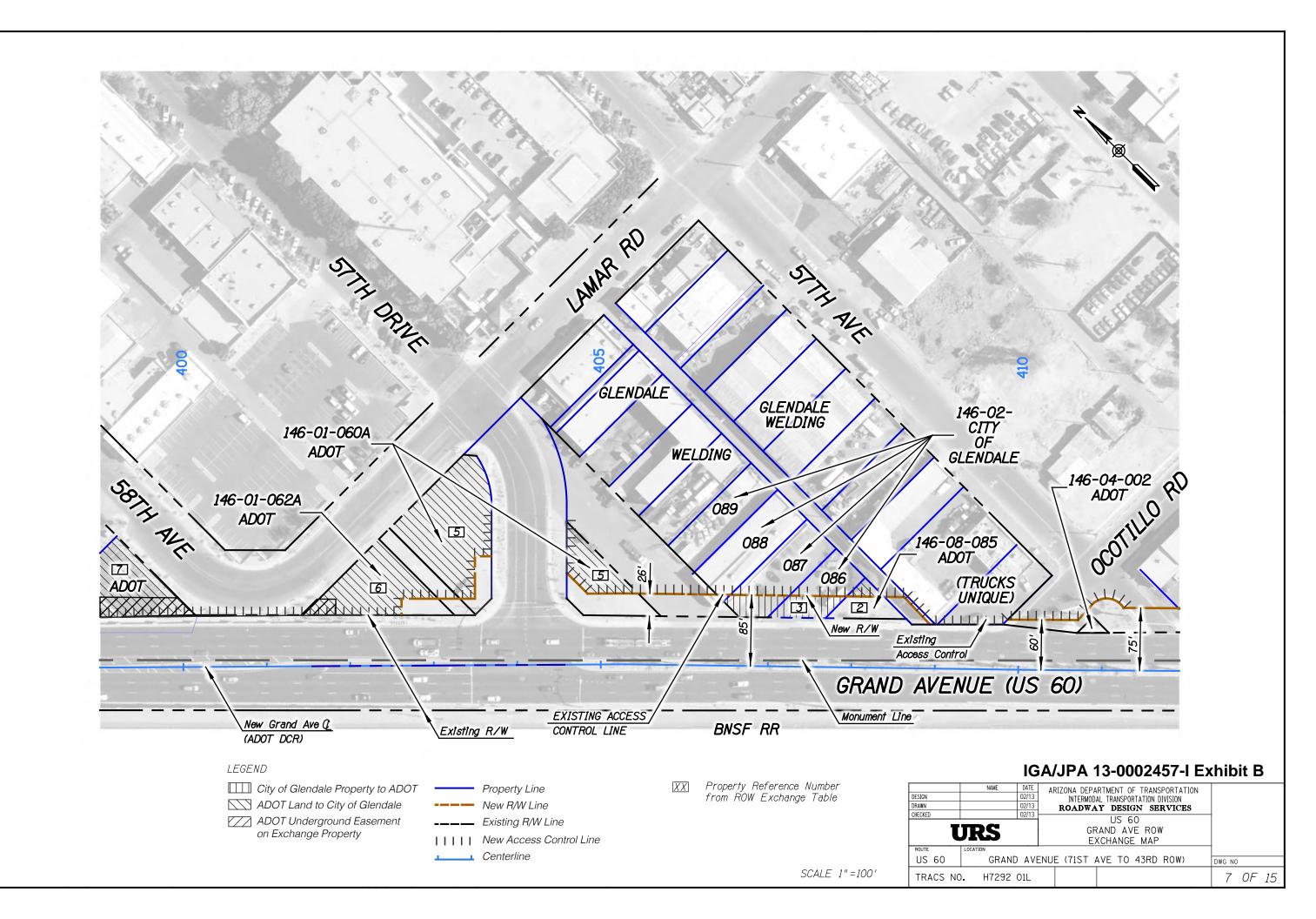


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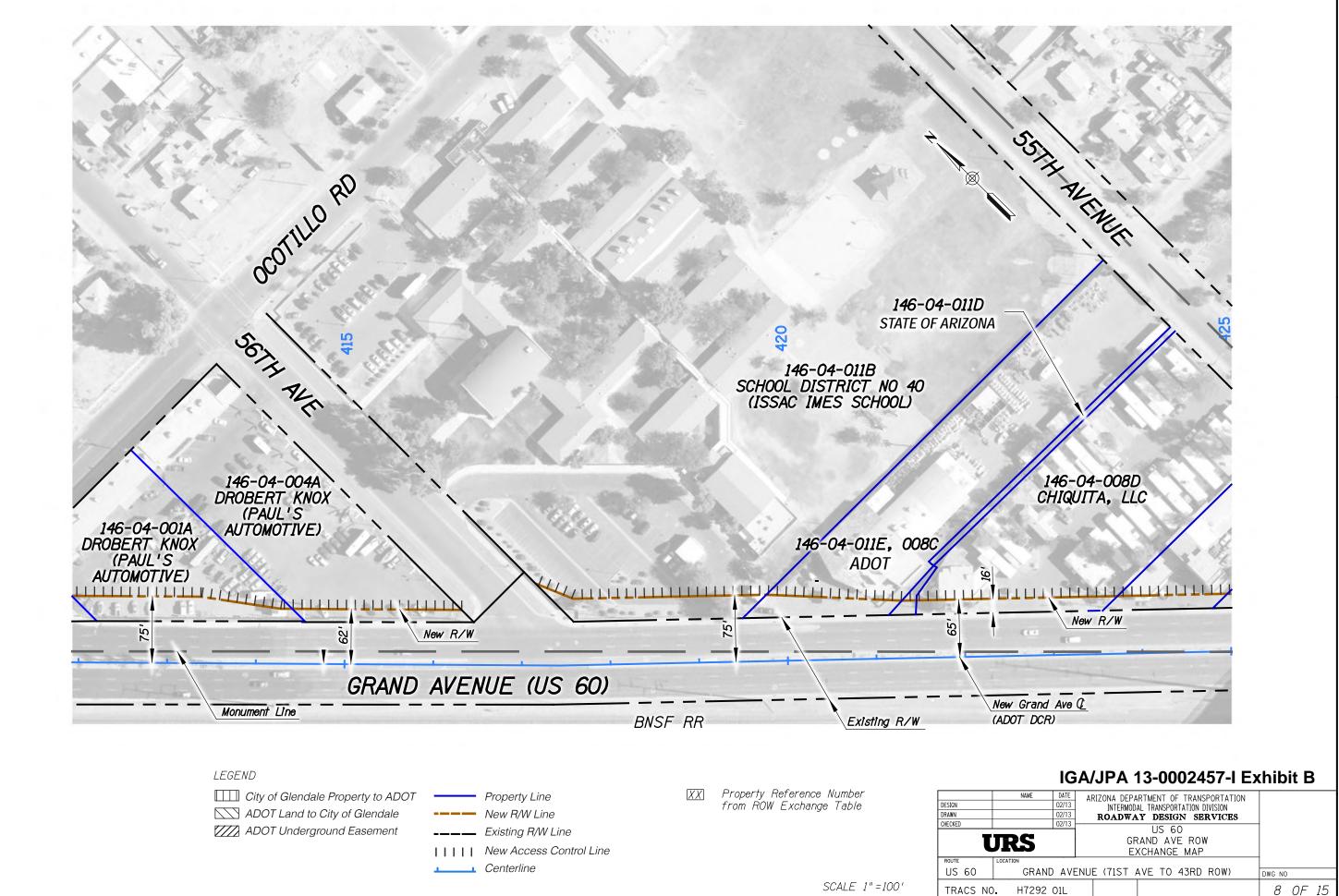


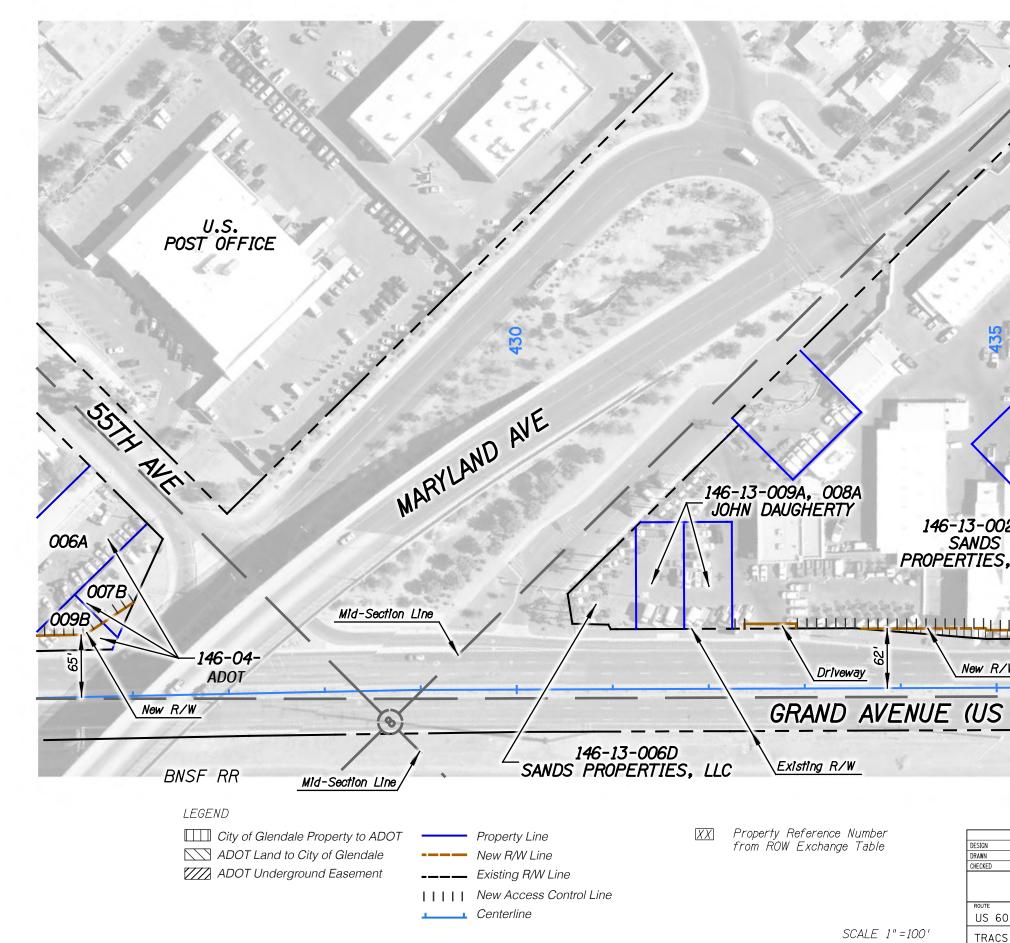


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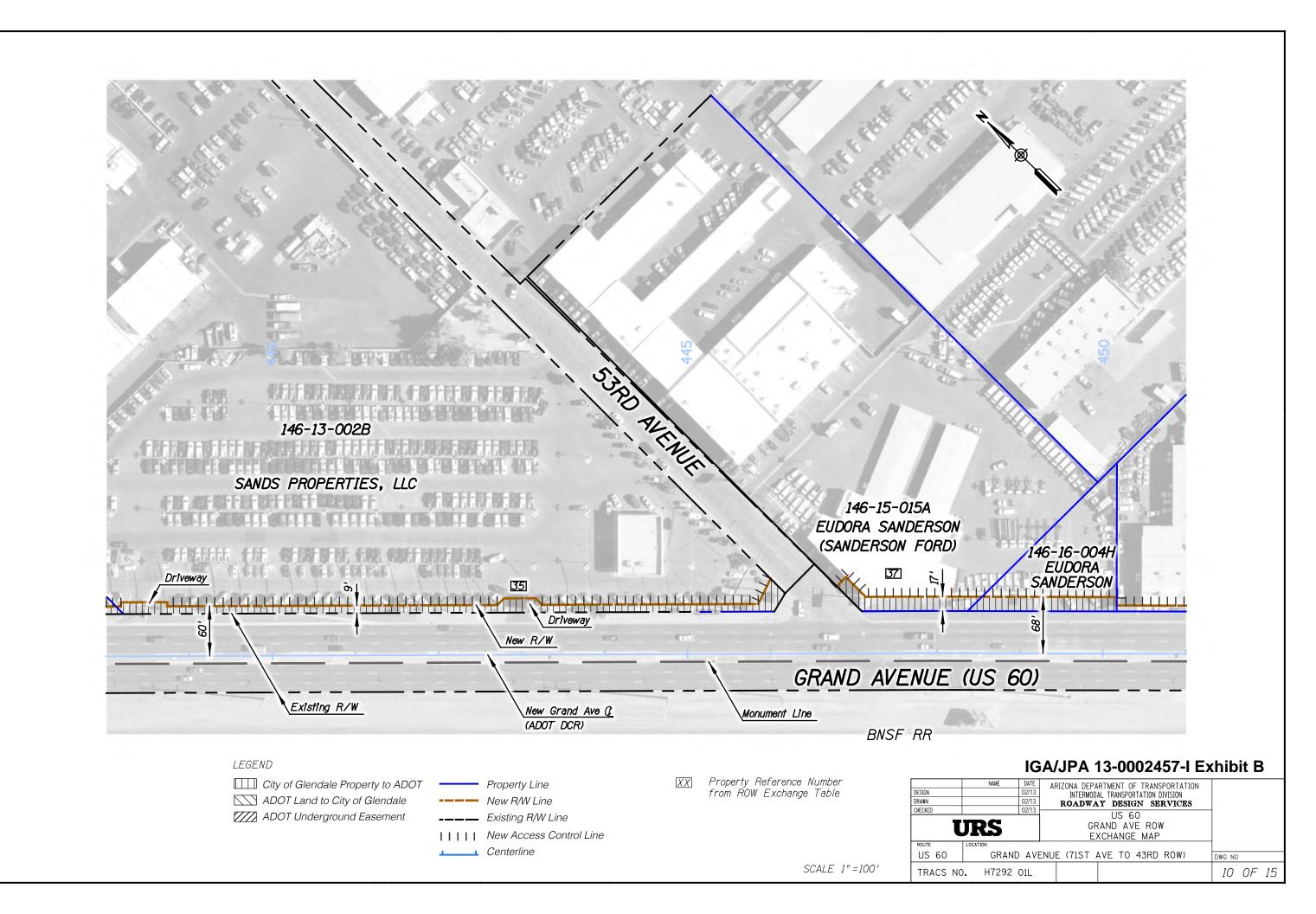
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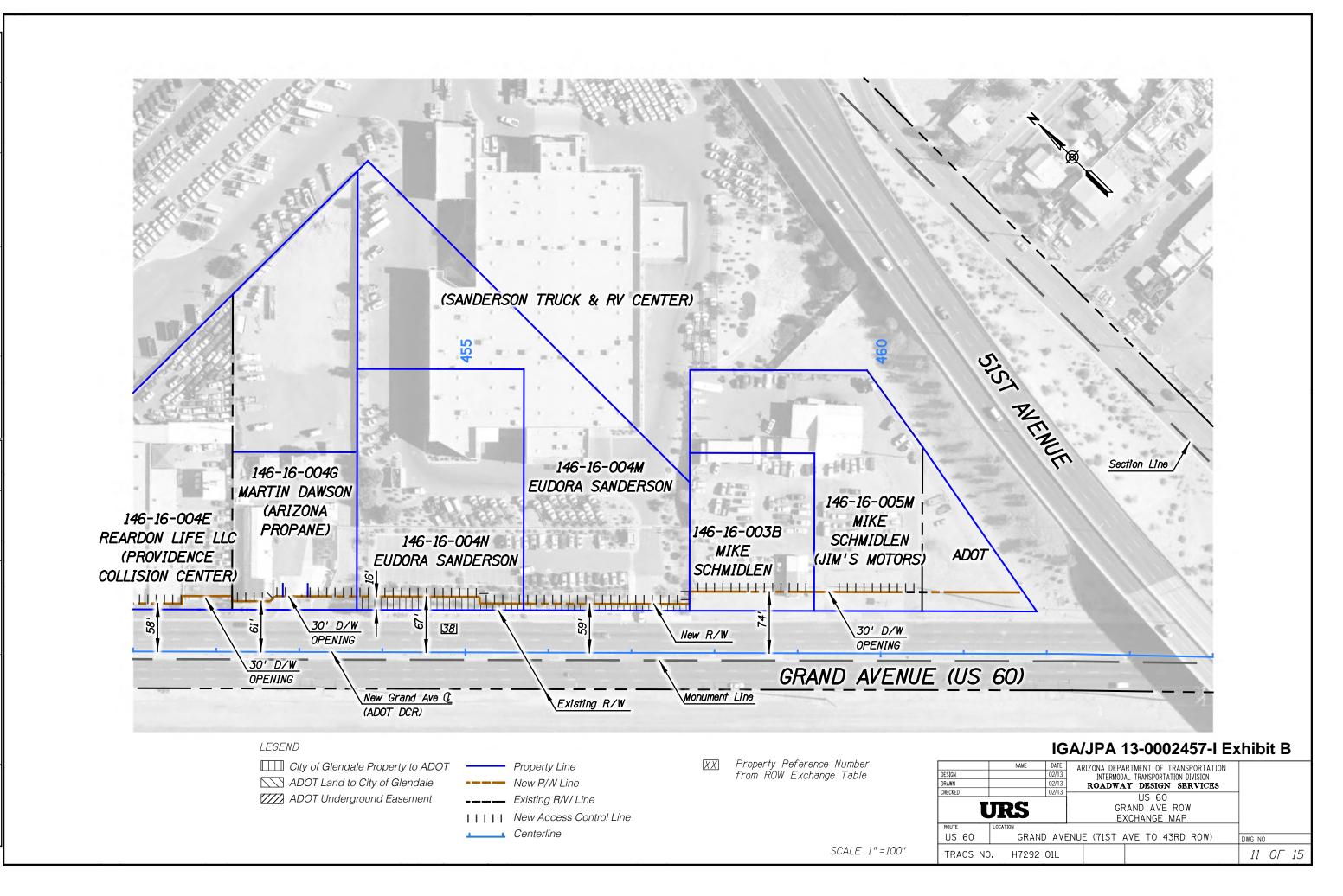


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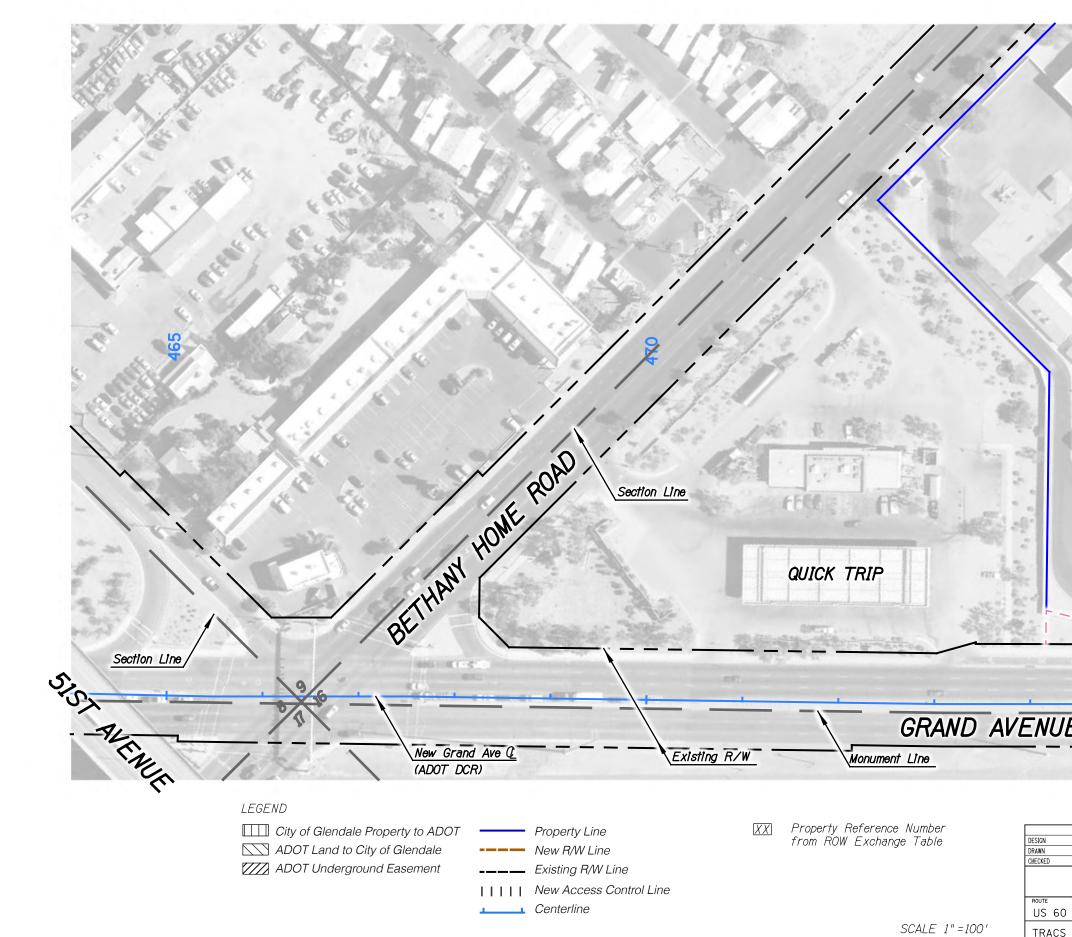
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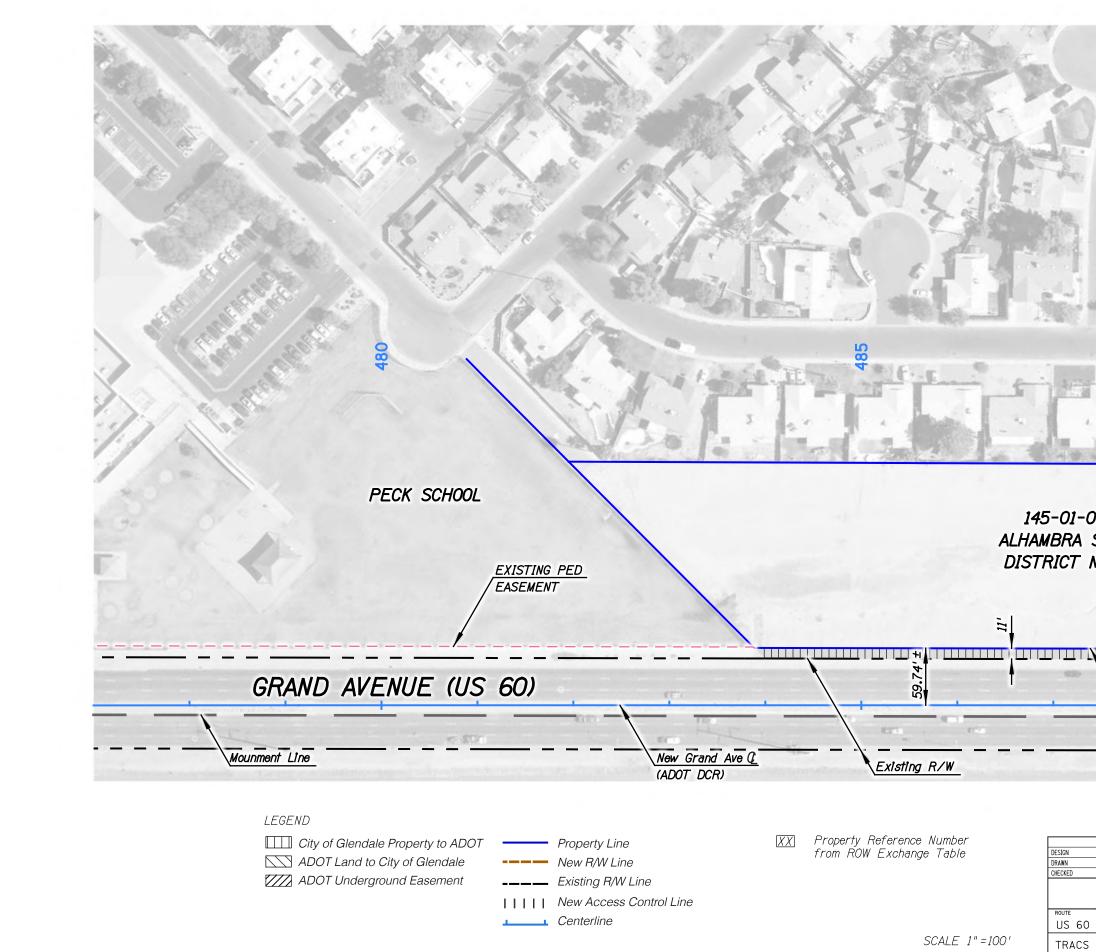


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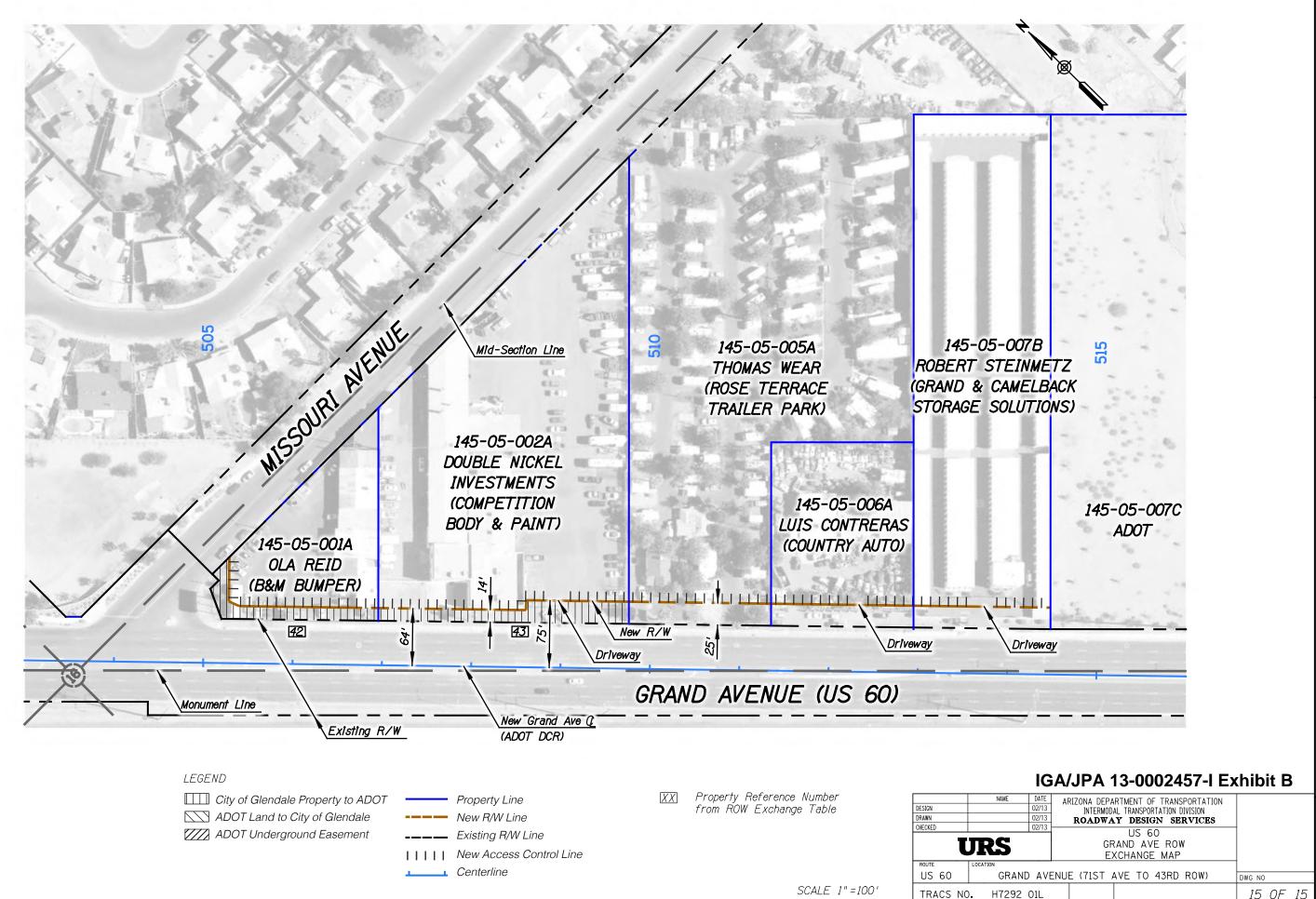
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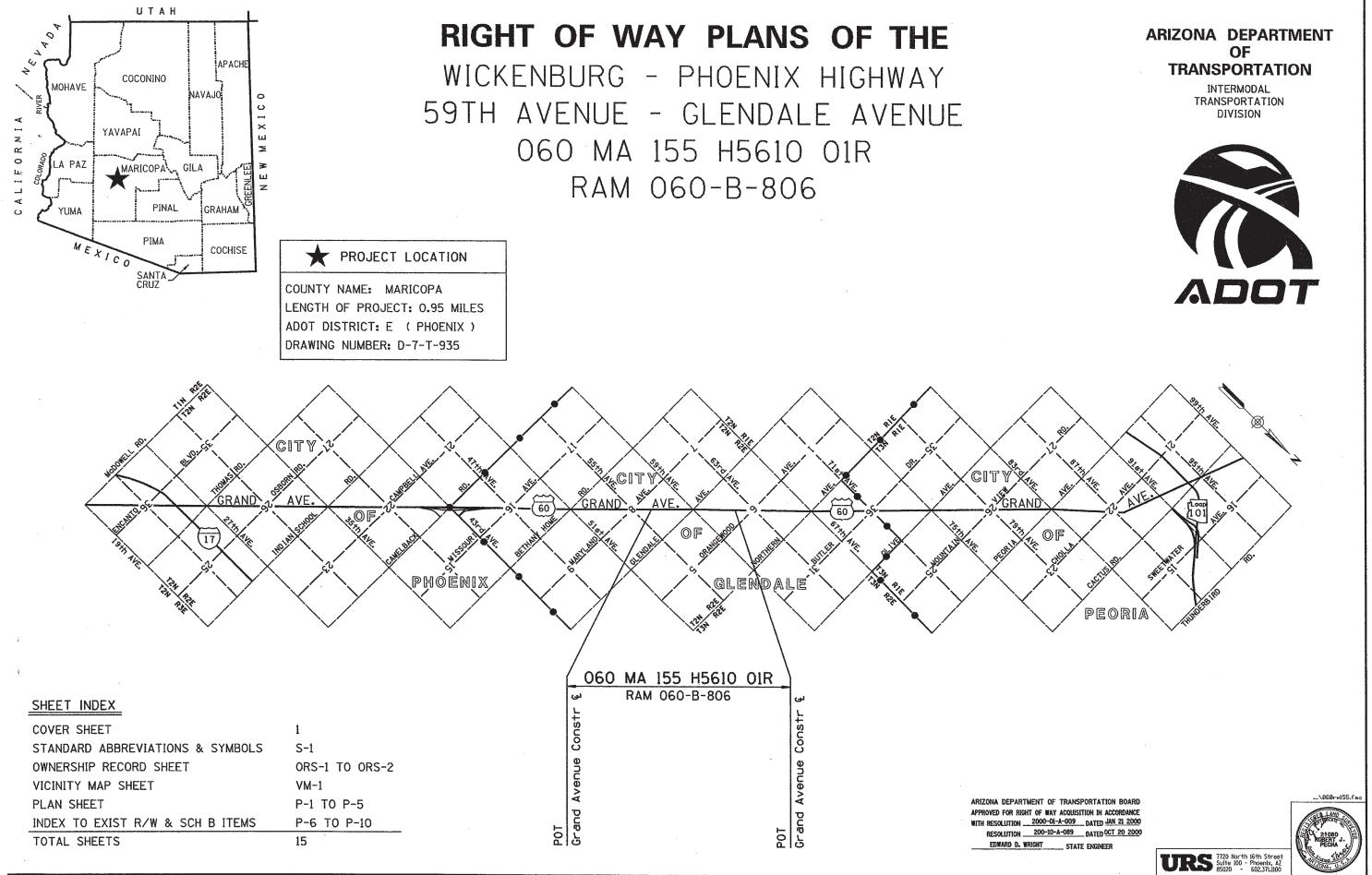
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	NAME DATE 🛆	JPA 13-0002457-I RIZONA DEPARTMENT OF TRANSPORTATIC	
DESIGN DRAWN CHECKED	02/13 02/13 02/13	INTERMODAL TRANSPORTATION DIVISION ROADWAY DESIGN SERVICES	
	RS	US 60 GRAND AVE ROW EXCHANGE MAP	
ROUTE LOCA	GRAND AVENU	E (71ST AVE TO 43RD ROW)	DWG NO
TRACS NO.	H7292 01L		14 OF 15



	LOCATION										
0		GRAND	AVENUE	(71ST	AVE	ΤO	43RD	ROW)	DWG NO		
S NC) . H	17292 (D1L						15	OF	15

Page 9

Exhibit C 59th Avenue – Glendale Avenue 060 MA 155 H5610 Right-of-Way Plans (Pgs. 1-5)



		IWO	NERSHIP		RE(CORD		<u></u>			ACC	UISI	FION I	RECORD
	PARCEL NUMBER	OWNER	DESCRIPTION OF AREA REQUIRED	TOTAL AREA COUIRED AREA (CLUDING (EXISTING R/W) (EXISTING R/W) (EXISTING R/W) (EASEMENTS		D NEW EASEMENTS	REMAI	NDER	SHEET NO.	INSTF TYPE	NUMENT DATE	R DATE	ECORDED	
1	7-9497	ALFRED J. & JOHN F. MERIN	PT LOT 13, BLOCK 32, AMENDED PLAT OF GLENDALE, ARIZONA	3,806	(EXISTING R/W)	LEXISTING R/W/	EASEMENTS		1,996	P-2	116	DATE	DATE	DOCOMENT
1	7-9498	MADHUSUDAN G. BHAKTA, ET UX	PT LOTS 1, 2, 3, 4 & 5, BLOCK 33, AMENDED PLAT OF GLENDALE, ARIZONA	34,681		17,318			17,363	P-2				
1	7-9499	R. C. & LYNDA F. SNELLING	PT LOTS 6 & 7, BLOCK 33 AMENDED PLAT OF GLENDALE, ARIZONA	12,361		4,086	570 UGE		7,705	P-2				
	7-9512	JULEA GERALDINE WILLIAMS TRUST	PT LOTS 14 & 15, BLOCK 32, AMENDED PLAT OF GLENDALE, ARIZONA	26,676		1,690	581 TCE		24,986	P-2				
2	7-9513	BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY	PT OF NW 1/4 NW 1/4 OF SEC 8 & PT OF SE 1/4 SE 1/4 OF SEC 6 ALL IN T2N R2E				45,920③ 13,499④			P-2 thru P-4				
1	7-9516	DLLR PROPERTIES, LLC	PT LOTS 18 & 19, BLOCK 24, AMENDED PLAT OF GLENDALE, ARIZONA	12,270		3,444	3,865 UGE		4,961	P-2				
	7-9517	CITY OF GLENDALE	PT OF LOT 1, BLOCK 23, AMENDED PLAT OF GLENDALE, ARIZONA	7,767		572	3,800 UGE 2,075 TCE		3,395	P-3				
1	7-9518	LARRY J. WALKER, ET UX	PT LOTS 20 & 21, BLOCK 24, AMENDED PLAT OF GLENDALE, ARIZONA	10,000		1,774	4,357 UGE		3,869	P-2				
	7-9519	CITY OF GLENDALE	PT LOTS 2 & 3, BLOCK 23, AMENDED PLAT OF GLENDALE, ARIZONA	5,489		856	3,754 UGE 3,292 TCE		879	P-3				
	7-9520	RICHARD D. COFFINGER, ET UX	PT LOTS 1 & 2, BLOCK 23, AMENDED PLAT OF GLENDALE, ARIZONA	2,931		241	1,812 UGE 334 TCE		878	P-3				
1	7-9521	GRAND ENTERPRISES OF GLENDALE, LLC	PT LOTS 1, 2, 3 & 4, BLOCK 16, AMENDED PLAT OF GLENDALE, ARIZONA	32,781			32,689 UGE		92	P-3				
	7-9522	BEST WESTERN PHOENIX-GLENDALE	PT LOTS 9, 10, 11 & 12, BLOCK 9, AMENDED PLAT OF GLENDALE, ARIZONA	30,255		303	435 UGE 559 TCE		29,517	P-3	х. 			-
	7-9523	BST MANAGEMENT GROUP	PT 1, 2, 3 & 4, BLOCK 8, AMENDED PLAT OF GLENDALE, ARIZONA	. 30,413		1,929	1,635 UGE 1,635 TCE		26,849	P-3 & P-4				
1	7-9524	ALFONSO OLIVARES, ET UX	PT LOTS 9 & 10, BLOCK 5, AMENDED PLAT OF GLENDALE, ARIZONA	14,304		4,304			9,670	P-4				
	7-9525	C. S. FUNDING ASSOCIATES - 1987	PT LOTS 1,2 & 3, BLOCK 6, AMENDED PLAT OF GLENDALE, ARIZONA	26,813			581 TCE		26,813	P-4				

UGE - Undergroung Easement for Retaining Wall Anchors.

(1)Parcel to be acquired as a total acquisition.

bd

02-of

hibit

(2) To be acquired with BNSF Railroad Construction and Maintenance Agreement by ADOT Utility and Railroad Engineering Section.

③Perpetual R/W License for Underground Facilities

(4) Temporary Access & Maintenance Area



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N0.	D-7-T-935	ARIZONA DEPARTMENT OF TRANSPORT INTERMODAL TRANSPORTATION DIVISI	
	SEE ATTACHED SURVEY	RIGHT OF WAY PLANS SECTION	
DATE	DB - JAN 04	WICKENBURG-PHOENIX	Sand Sand Sand Sand Sand Sand Sand Sand
VIEW	S LAING	FEDERAL IDENTIFICATION NO.: RAM 060-B-806	THA 21080
S	7720 North 15th Street Sulte 100 - Phoenix, AZ 85020 - 602.371.1100	TRACS NO. 060 MA 155 H5610 01R	PECHA
0	SECTION NAME: 59TH	VENUE - GLENDALE AVENUE	SHEET ORS-1

		OW	NERSHIP		RE(CORD		·			ACC	UISIT	ION I	RECORD
	PARCEL	OWNER	DESCRIPTION OF AREA REQUIRED	TOTAL	GROSS			REMAI	NDER	SHEET	INSTF	UMENT	F	ECORDED
	NUMBER			AREA	GROSS (INCLUDING EXISTING R/W)	NET (EXCLUDING (EXISTING R/W)	NEW EASEMENTS	LEFT	RIGHT	NO.	TYPE	DATE	DATE	DOCUMENT
	7-9526	CITY OF GLENDALE	PT LOTS 17 THRU 22, BLOCK 15, AMENDED PLAT OF GLENDALE, ARIZONA	62,891		5,259	2,177 TCE		57,632	P-3				
	7-9541	CITY OF GLENDALE	PT LOT 20, BLOCK 24. AMENDED PLAT OF GLENDALE, ARIZONA	1,256		846	410 UGE			P-2				
	7-9560	AL C. TELLIS	PT LOTS 11 & 12, BLOCK 32, AMENDED PLAT OF GLENDALE, ARIZONA	27,150		708	429 TCE		26,442	P-1				
1	7-10109	KENNETH A. CORRIERE, ET UX	PT LOTS 1 & 2, BLOCK 17, AMENDED PLAT OF GLENDALE, ARIZONA	14,428		5,483		8,945		P-3				
	7-10110	CATHERINE BUSH, PERSONAL REPRESENTATIVE OF THE ESTATE OF ELLA L. HARRIS, DECEASED	PT LOT 3, BLOCK 17, AMENDED PLAT OF GLENDALE, ARIZONA	22,949		337		22,612		P-3				
	7-10111	CHATELAINE FUNDING CORP.	PT LOT 11, BLOCK 5, AMENDED PLAT OF GLENDALE, ARIZONA	22,347		87	118 TCE		22,260	P-4				
	7-10114	CITY OF GLENDALE	PT LOTS 17, 22 & 23, BLOCK 24, AMENDED PLAT OF GLENDALE, ARIZONA	34,934		16	2,207 UGE		32,711	P-2 & P-3				
	7-10116	ROBERT G. KNOX, ET UX	PT LOTS 5 & 6, BLOCK 2, WOODFORD'S ADDITION TO GLENDALE	76,947		231	163 TCE		76,716	P-1				
1	7-10117	DOHERTY, ALEX, TADANO & MAKSYM	PT LOT 5, BLOCK 2, WOODFORD'S ADDITION TO GLENDALE	365		365				P-1				
	7-10224	GLENN O. TURNBOW	PT LOTS 1 & 2, BLOCK 22, ORCHARD ADDITION TO GLENDALE	10,310		518		9,792		P-3				
	7-10232	EARL E. MITCHELL, POST NUMBER 29	PT LOTS 21 & 22, BLOCK 25, AMENDED PLAT OF GLENDALE, ARIZONA	77,039		1,301	385 TCE		75,738	P-2				
								· · · · · · · · · · · · · · · · · · ·						
		areas are in square feet unless ot												

UGE - Undergroung Easement for Retaining Wall Anchors.

(1)Parcel to be acquired as a total acquisition.

(2) To be acquired with BNSF Railroad Construction and Maintenance Agreement by ADOT Utility and Railroad Engineering Section.

③Perpetual R/W License for Underground Facilities

(4) Temporary Access & Maintenance Area

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s/Exhibit C Sht03 of sht05.pdf

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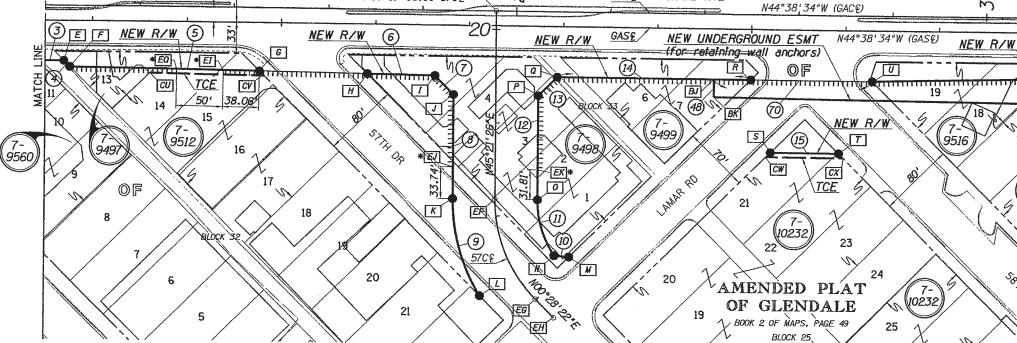
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			1000 100 00
NO.	D-7-T-935	ARIZONA DEPARTMENT OF TRANSPORT INTERMODAL TRANSPORTATION DIVISI	
	SEE ATTACHED SURVEY	RIGHT OF WAY PLANS SECTION	
TE	DB - JAN 04	WICKENBURG-PHOENIX	ALL
IEW	S LAING	FEDERAL IDENTIFICATION NO.: RAM 060-B-806	31 21080
S	7720 North 16th Street Sulte 100 - Phoenix, AZ 85020 - 602,371,1100	TRACS NO. 060 MA 155 H5610 01R	PECHA J.
)	SECTION NAME: 59TH	VENUE - GLENDALE AVENUE	SHEET ORS-2

Ν BN&SF RR CITY 7-9513 EXIST R/W 36 CF N 20 POT 24+78.35 GAC€= POT 19+80.00 57C€ CE 25 16' 8 GAC€ GRAND AVE



DATA TABLE

STATION-OFFSET TABLE

Ē	59.00' RT	POT 20+19.88 GAC	V	60.00'RT	POT 32+91.04 GAC
F	65.50'RT	POT 20+26.36 GAC	AV	44.00'LT	POT 27+85.00 GAC
G	67.83'RT	POT 22+26.82 GAC	A₩	65.60'LT	POT 27+85.00 GAC
H	69.16'RT	POT 23+41.05 GAC	BJ	70.00'RT	POT 27+10,00 GAC
Ι	70.00'RT	POT 24+13.35 GAC	BK	89.00'RT	POT 27+10.00 GAC
J	90.00'RT	POT 24+33.35 GAC=	CE	44.00'IT	POT 25+80.00 GAC
	45.00'RT	POT 20+70.00 57C	ĊF	50.00'LT	POT 25+80.00 GAC
κ	45.00'RT	POT 21+81.74 57C	CU	71.48'RT	POT 21+10.73 GAC
L	45.00'RT	POT 22+65.21 57C	CV	72.89'RT	POT 22+31.85 GAC
М	56.69'LT	POT 22+87.10 57C	CW	152.72' RT	POT 27+65.66 GAC
N	45.00'LT	POT 22+71.18 57C	СХ	152.81' RT	POT 28+47.75 GAC
0	45.00'LT	POT 21+81.74 57C	EF		PC 21+81.74 57C
Р	90.00'RT	POT 25+23.35 GAC=	EG		PT 22+99, 25 57C
	45.00'LT	POT 20+70,00 57C	ĒΗ		POT 23+26.77 57C
a	70.00'RT	POT 25+43.35 GAC	*E1	67.40'RT	POT 21+89.58 GAC
R	70.00'RT	POT 27+49.44 GAC	*EJ	45.00' RT	POT 21+48.57 57C
S	147.72'RT	POT 27+70.66 GAC	*EK	45.00'LT	POT 21+48.57 57C
Ť	147.81'RT	POT 28+42.76 GAC	*EQ	66. 82' RT	POT 21+39.58 GAC
i.	70.00'RT	POT 28+78.16 GAC	-Lu	00.02 11	107 21+39.30 GAC
0	10.00 11	101 20 10.10 GAC	-		
			* ~	LIMIIS UF A	CCESS CONTROL

3 4 5 6 7 8 9	N44°38'34"W 109.04' N00°27'33"E 9.18' N43°58'36"W 200.47' N43°58'36"W 72.31' N00°21'26"E 28.28' N45°21'26"E 111.74' R= 195.00' Δ= 31°52'53"LT L= 108.50' LTB IN = N45°21'26"E LTB OUT= N13°28'33"E	12 13 14 15 16 36 37 48 49 70 71	S45°21'26"W N89°38'34"W N44°38'34"W N46°01'49"W S45°21'26"W N46°46'18"W N46°46'18"W N45°21'26"E N44°08'58"W N44°38'34"W N46°28'54"W	111.74' 28.28' 206.09' 72.10' 413.00' 21.60' 638.04' 19.00' 696.89' 168.15' 124.66'	CURVE DA PI 22+43.6 Δ=44°53'04 D=38°11'50 T=61.95' L=117.51' R=150.00'
10	S39°49'41"E 15.72' R= 105.00'				DRAWING N
	D= 34°09'36"RT				SURVEY
	L= 62.60' LTB IN = S11°11'50"W				DRAWN/DA
	LTB OUT= S45°28'26"w				ADOT REVI

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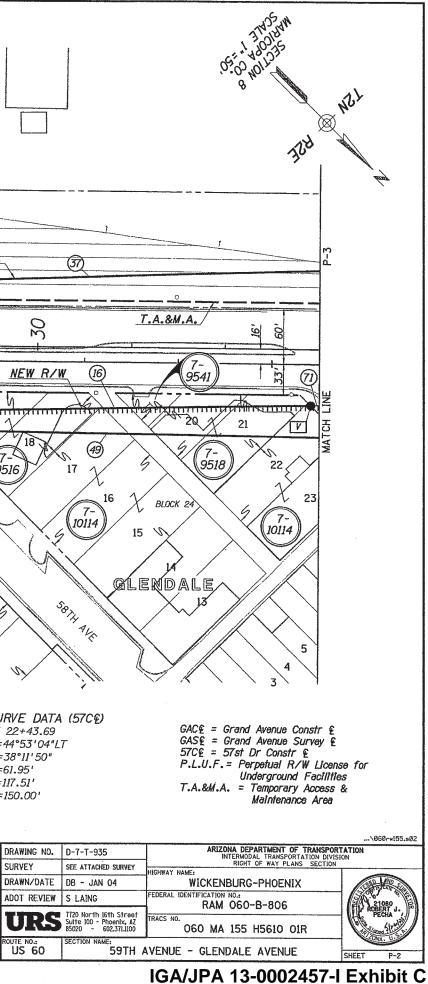
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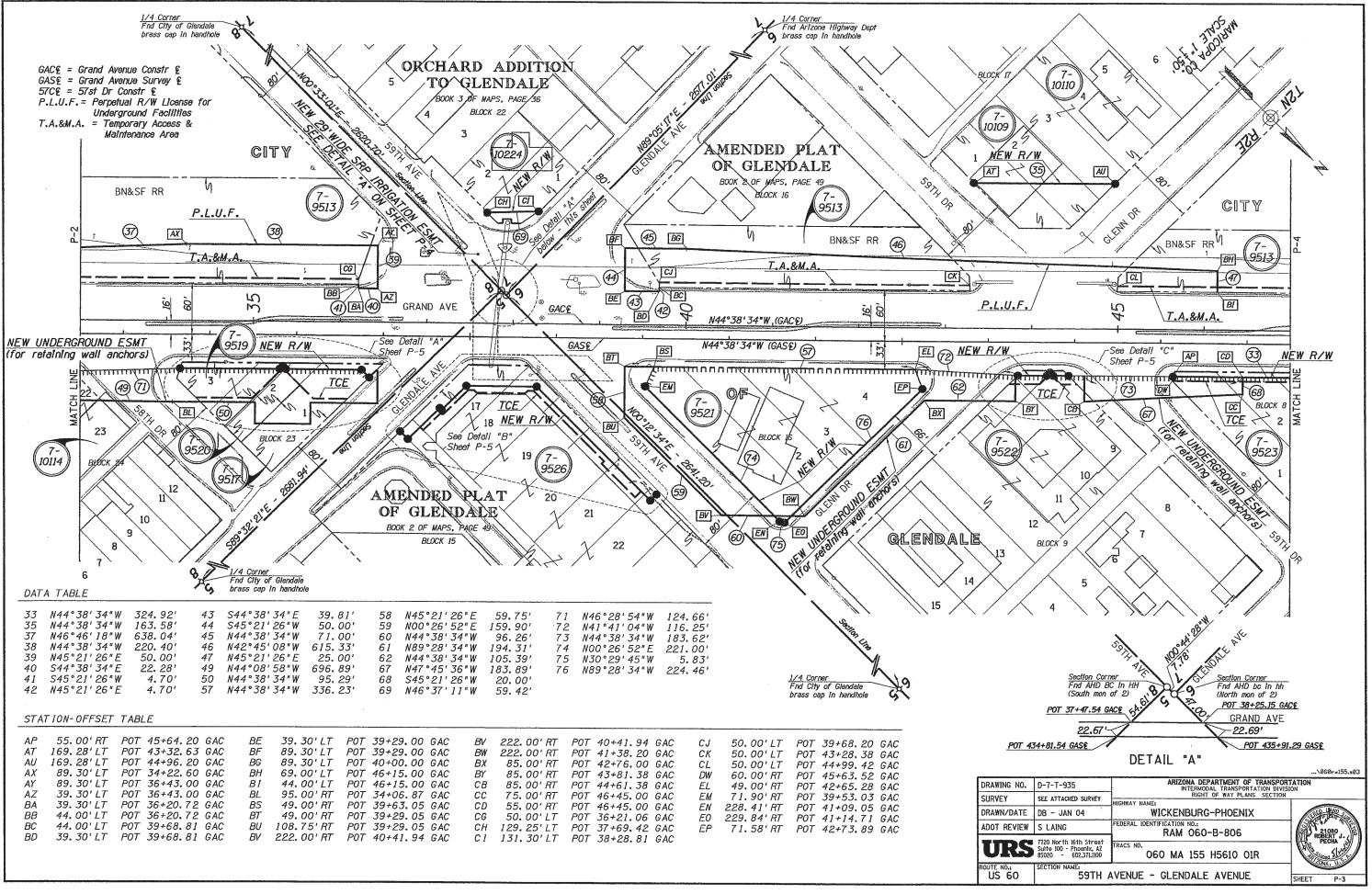
AV

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P.L.U.F.

US 60

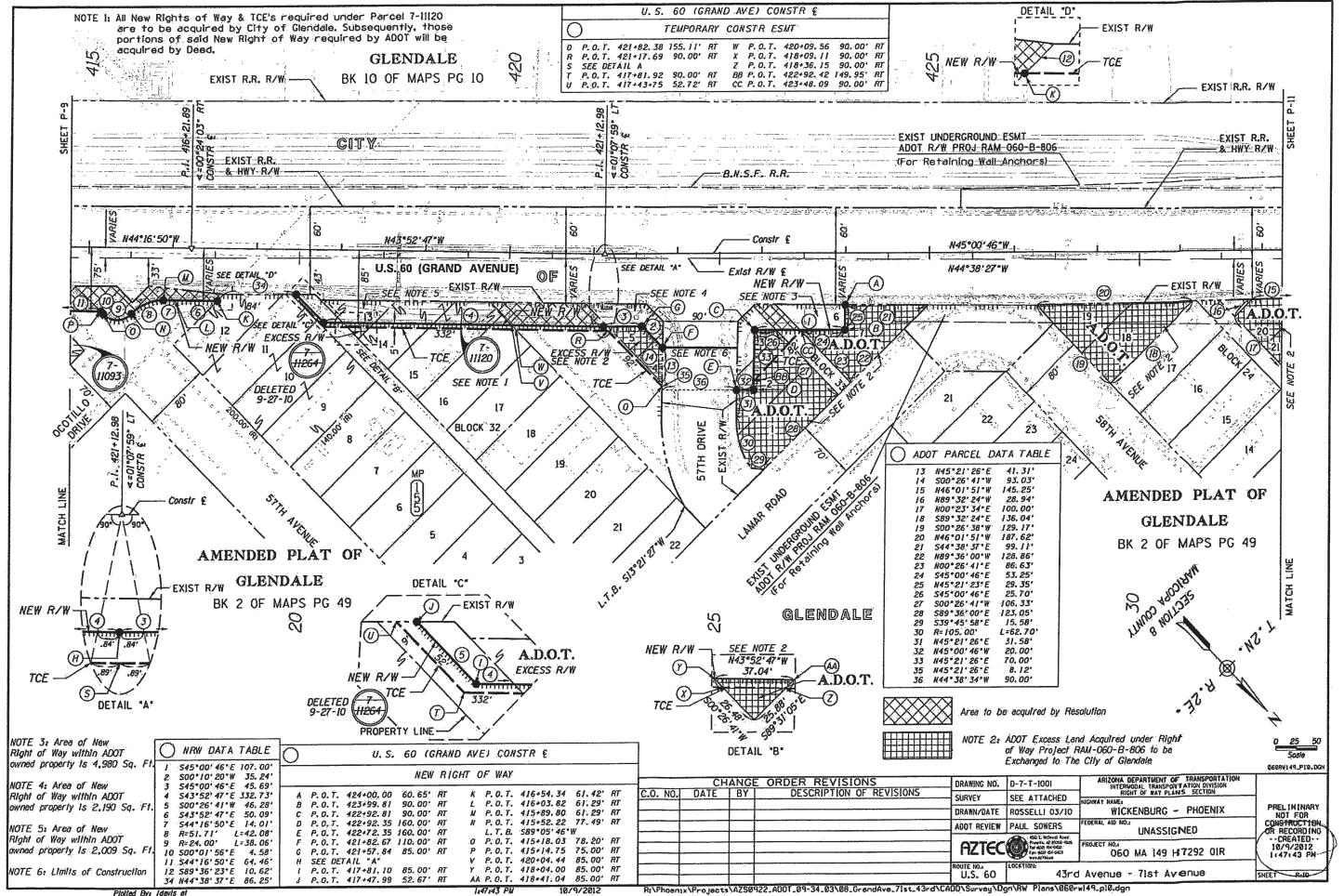




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IGA 13-0002457 I

Exhibit D US 60 Grand Avenue 060 MA 149 H7292 01R Right-of-Way Plans Drawing #D-7-T-1001, Sheet P-10 (Pg. 1)

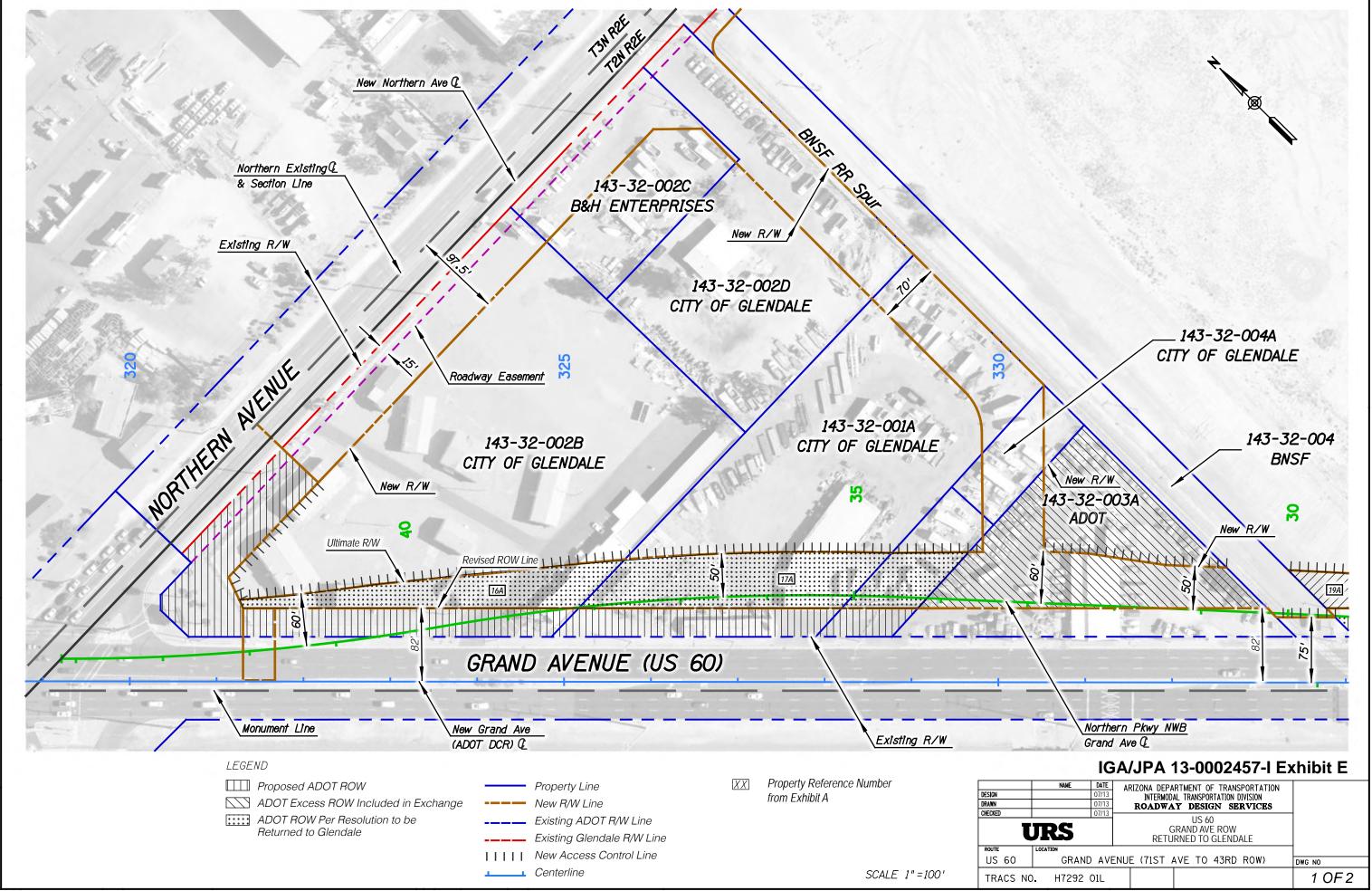


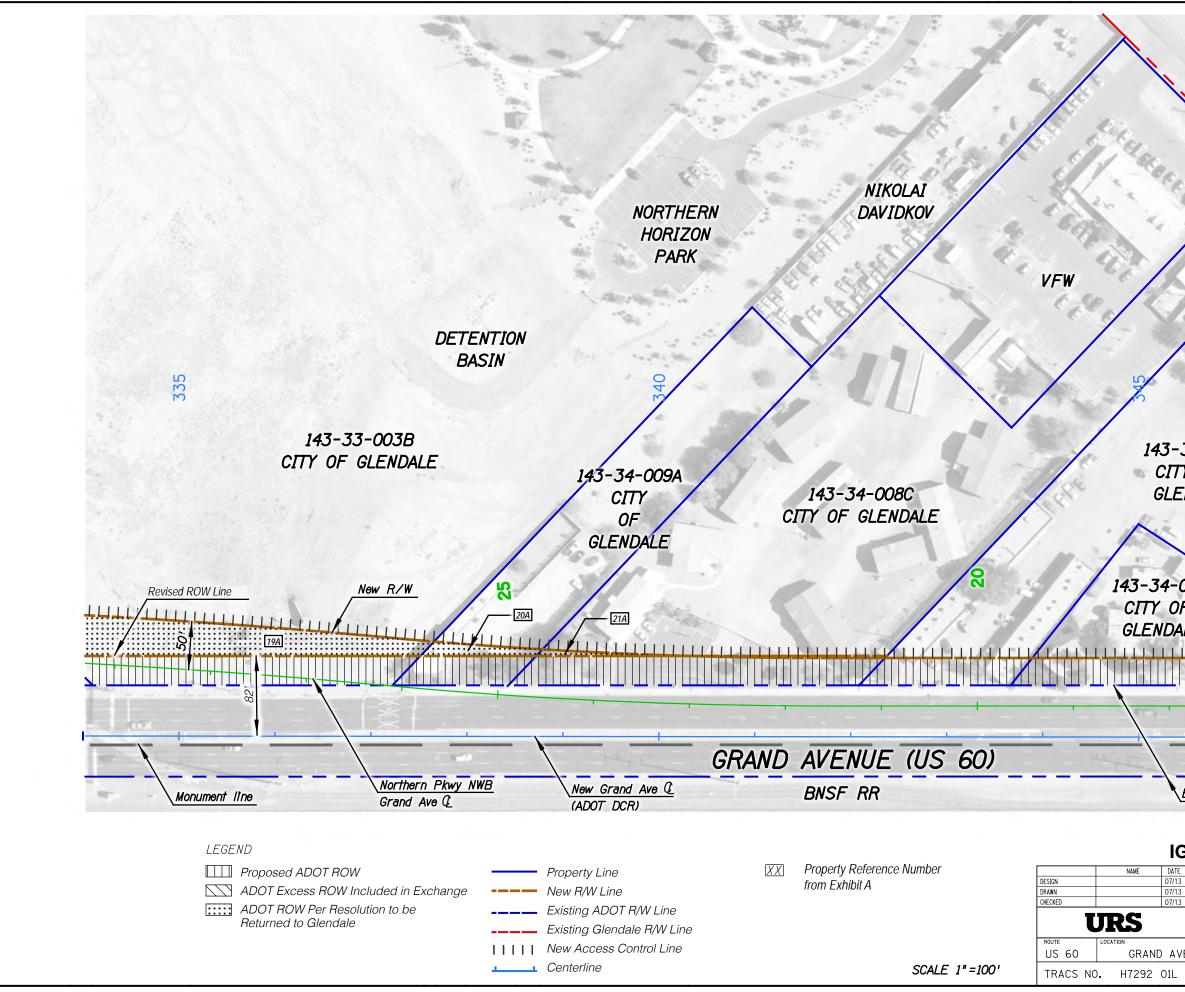
Plotted By: Jdevis a

IGA/JPA 13-0002457-I Exhibit D

Page 11

Exhibit E US 60 Grand Ave Right-of-Way Returned to Glendale (Pgs. 2)





1/28/2013 SURVEY NO.

× ·
NUNEZ CONTRACTING
143-34-001A CITY OF GLENDALE
143-34-010A CITY OF GLENDALE
Existing R/W
IGA/JPA 13-0002457-I Exhibit E
URS GRAND AVE ROW RETURNED TO GLENDALE .0 GRAND AVENUE (71ST AVE TO 43RD ROW) S NO. H7292 OIL