

CITY CLERK ORIGINAL

C-9558
12/18/2014

ADOT File No.: IGA/JPA 13-0002457-I
AG Contract No.: P001201400040
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 December 29, 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 10-142), 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 (c), 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.

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.

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

City of Glendale
City Manager's Office
5850 West Glendale Avenue
Glendale, AZ 85301
Fax: (623) 847-1399

For Finance: Contract Payable

Arizona Department of Transportation
Attn: Accounts Payable
206 S. 17th Avenue, MD 203B
Phoenix, AZ 85007

City Finance - Contact

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

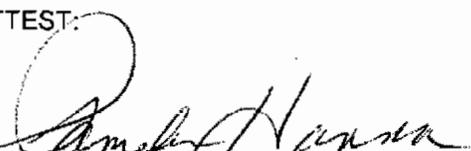
By 

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 22ND day of DECEMBER, 2014.

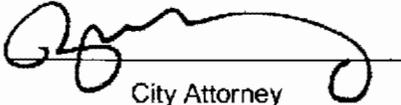

City Attorney

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

ADOT EXCESS LAND to City of Glendale										
Reference No.	Drawing No.	Excess ADOT Land to be Exchanged to COG (sq ft)	Apr \$/sf	Value	Access Control Value	Remarks	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 \$221,896

Construction Engineering @ 9% \$19,953
 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. Pkwy 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	12,864	\$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) (897 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 Total Value of COG Property to be Exchanged \$541,517
\$13,234 Credit to COG from 59th Ave Exchange
\$707,073 Total Value of COG Property to be Exchanged

Construction Engineering @ 9% \$48,736.53
 Construction Contingencies @ 5% \$27,075.85
 Indirect Cost Allocation @ 8.15% \$44,134

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

Area Diff. (69,926) (309,355) Difference between Total Values Total Wall Cost \$932,265

ADOT Matching Funds @ 5.70% \$53,139.09

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

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	Remainder	\$5.00	\$24,805.00
Total Value			\$34,467.50

Parcel No. 7-9518			
Sq. Ft. Area	Remarks	Value/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

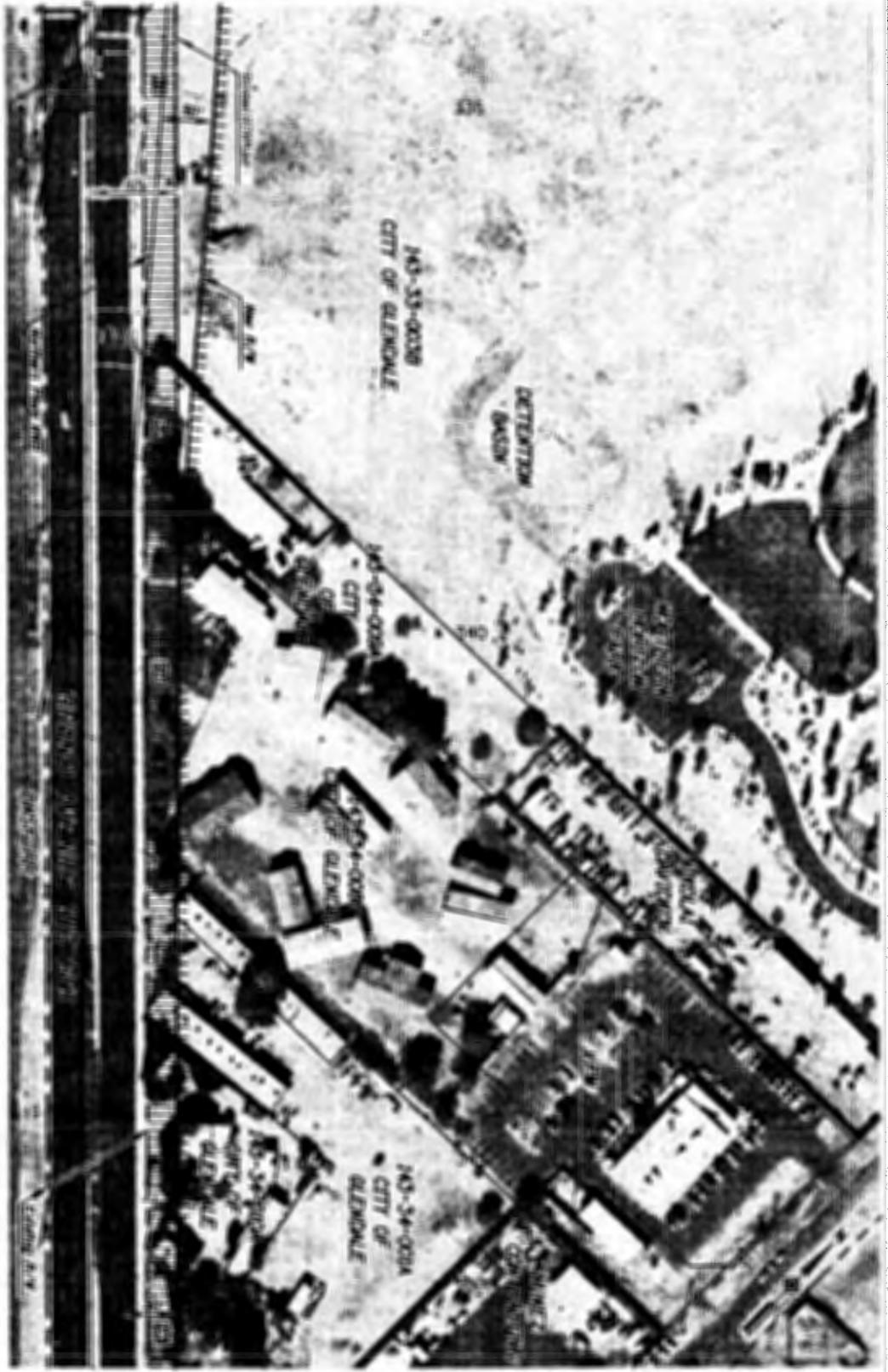
Parcel No. 7-9497			
Sq. Ft. Area	Remarks	Value/Sq. Ft.	Value
339	Remainder (minus 1657)	\$2.50	\$847.50

Total Value of ADOT Land Parcels \$137,765.25

EXHIBIT A

ADOT Right-of-Way to the City of Glendale			
Reference No.	Drawing No.	ADOT R/W to be Transferred to BOG (sf)	Remarks
16A	1	14,243	City owned land
17A	1	30,416	City owned land
19A	1&2	12,156	City owned land
20A	2	1,510	City owned land
21A	2	896	City owned land

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



- LEGEND**
-  City of Glendale Property to ADOT
 -  ADOT Land to City of Glendale
 -  ADOT Underground Easement

-  Property Line
-  New RW Line
-  Existing RW Line
-  New Access Control Line
-  Centerline

 Property Reference Number from ROW Exchange Table

SCALE 1" = 100'

PROJECT NO.	13-0002457-1	EXHIBIT B
DATE	07/13/2013	
BY	URS	
FOR	ARIZONA DEPARTMENT OF TRANSPORTATION METROPLAN TRANSPORTATION DIVISION ROADWAY DESIGN SERVICES	
PROJECT NAME	US 60 GRAND AVE ROW EXCHANGE MAP	
LOCATION	GRAND AVENUE (71ST AVE TO 43RD ROW)	
SCALE	1" = 100'	
TRACED NO.	17292.01E	2 OF 15

IGAJ/PA 13-0002457-1 Exhibit B



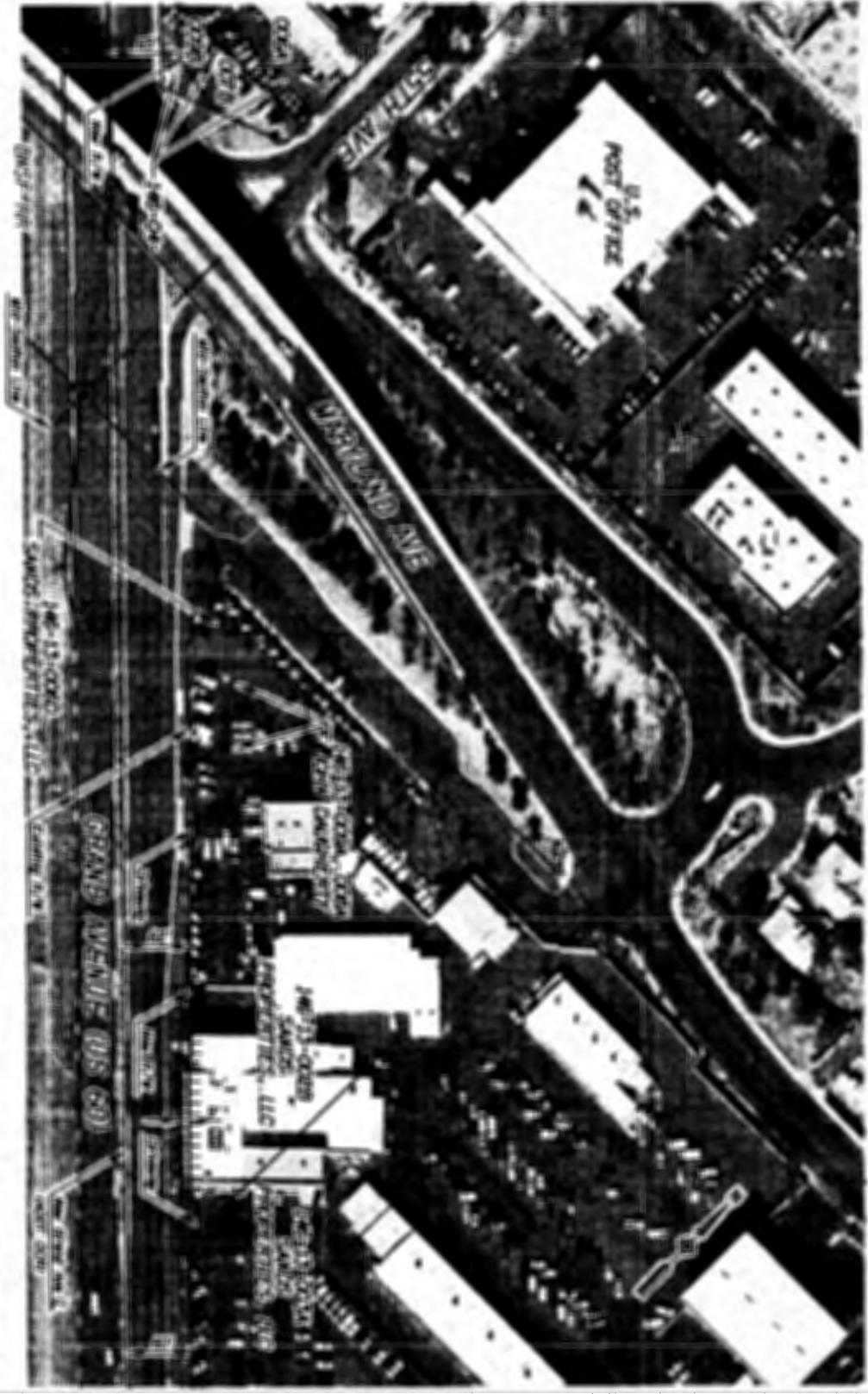
SCALE 1" = 100'

City of Glendale Property to Acquire
 ABOVE Ground Esplanade
 New RW Line
 Existing RW Line
 New Access Control Line
 Centerline

Proposed Right-of-Way from ROW Exchange Table

DATE	US 60	GRAND AVENUE (71ST AVE TO 43RD ROW)	TRACS NO.	HT292 OIL	DATE	4 OF 15
DESIGN	US 60	GRAND AVE ROW EXCHANGE MAP				
CONTRACT NO.	13-0002457-1	EXCHANGE MAP				
PROJECT NAME	CITY OF GLENDALE LAND EXCHANGE PROJECT					
CLIENT	CITY OF GLENDALE					
DESIGNER	URS					
APPROVED BY	DEPARTMENT OF TRANSPORTATION					
DATE	GRAND AVE ROW EXCHANGE MAP					
SCALE	1" = 100'					

EXHIBIT B



- LEGEND**
- City of Glendale Property to ADOT
 - ADOT Land to City of Glendale
 - ADOT Underground Easement

- Property Line
- New RW Line
- Existing RW Line
- New Access Control Line
- Centerline

Property Reference Number from ROW Exchange Table

SCALE 1" = 100'

NAME	US 60	SECTION	GRAND AVENUE (1ST AVE TO 43RD ROW) EXCHANGE MAP	DATE	08/13/2013
PROJECT	IGAL/PA 13-0002457-1 Exhibit B	DATE	08/13/2013	PROJECT	ARIZONA DEPARTMENT OF TRANSPORTATION INTEGRAL TRANSPORTATION DIVISION ROADWAY DESIGN SERVICES
TRACS NO.	HT292 01L	DATE	08/13/2013	PROJECT	US 60 GRAND AVE ROW EXCHANGE MAP
				TRAC NO.	9 OF 15



- LEGEND**
-  City of Glendale Property to ADOT
 -  ADOT Land to City of Glendale
 -  ADOT Underground Easement

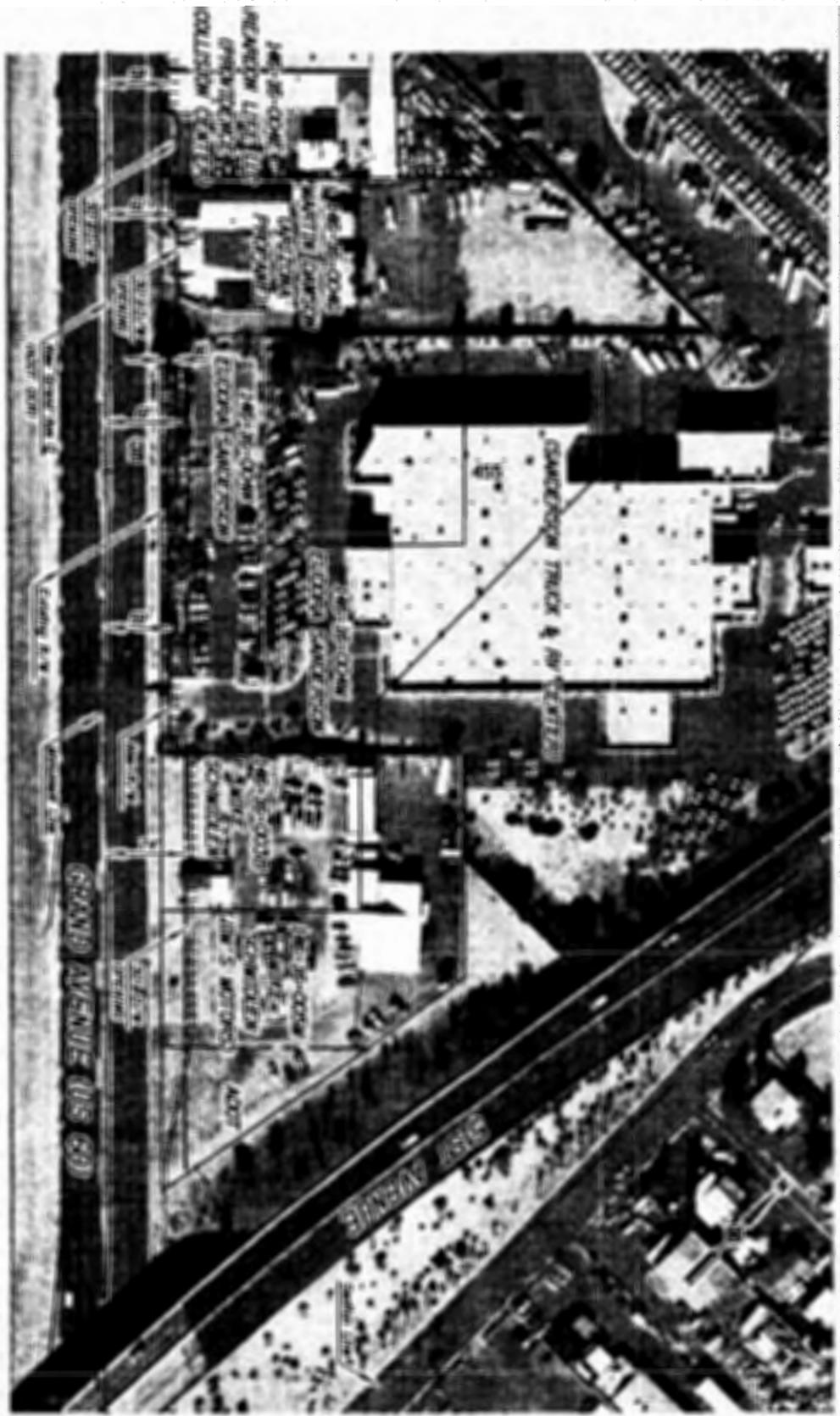
-  Property Line
-  New RW Line
-  Existing RW Line
-  New Access Control Line
-  Centerline

 Property Reference Number from ROW Exchange Table

SCALE 1" = 100'

DATE	DATE	DATE	DATE
US 60	US 60	US 60	US 60
TRACS NO.	TRACS NO.	TRACS NO.	TRACS NO.
US 60	US 60	US 60	US 60
71ST AVE TO GRAND ROW)			
DATE NO	DATE NO	DATE NO	DATE NO
10 OF 15	10 OF 15	10 OF 15	10 OF 15

IGAJPA 13-0002457-1 Exhibit B



LEGEND

- City of Glendale Property to ADOT
- ADOT Land to City of Glendale
- ADOT Underground Easement

- Property Line
- New RW Line
- Existing RW Line
- New Access Control Line
- Centerline

Property Reference Number from ROW Exchange Table

SCALE: 1" = 100'

<p>IGAJPA 13-0002457-1 Exhibit B</p>	
<p>DATE: 02/13</p> <p>BY: 02/13</p> <p>PROJECT: 02/13</p>	<p>ARIZONA DEPARTMENT OF TRANSPORTATION METROPOLITAN TRANSPORTATION DIVISION ROADWAY DESIGN SERVICES</p>
<p>URS</p>	<p>US 60 GRAND AVE ROW EXCHANGE MAP</p>
<p>PROJECT: GRAND AVENUE (71ST AVE TO 43RD ROW)</p>	<p>DWG NO: 11 OF 15</p>



- LEGEND**
- City of Glendale Property to ADOT
 - ADOT Land to City of Glendale
 - ADOT Underground Easement

- Property Line
- New RW Line
- Existing RW Line
- New Access Control Line
- Centerline

Property Reference Number From ROW Exchange Table

SCALE 1" = 100'

DATE	TIME	DATE	TIME	ADDITIONAL DEPARTMENT OF TRANSPORTATION HIGHWAY DESIGN SERVICES ROADWAY US 50 GRAND AVE ROW EXCHANGE MAP
DESIGN	09/13	09/13		
CHECK	09/13	09/13		
URS US 50 GRAND AVENUE (71ST AVE TO 43RD ROW) EXCHANGE MAP				
TRACTS NO.	H17292 OIL			SHEET NO.
				12 OF 15

IGA/JPA 13-0002457-1 Exhibit B



- LEGEND**
- City of Glendale Property to ADOT
 - ADOT Land to City of Glendale
 - ADOT Underground Easement

- Property Line
- New R/W Line
- Existing R/W Line
- New Access Control Line
- Centerline

Property Reference Number from ROW Exchange Table

SCALE 1" = 100'

DATE	BY	DATE	BY	DATE	BY
US 60	HT282	HT282	HT282	HT282	HT282
URS					
ARIZONA DEPARTMENT OF TRANSPORTATION REGIONAL TRANSPORTATION DIVISION ROADWAY DESIGN SERVICES					
US 60 GRAND AVE ROW EXCHANGE MAP					
PROJECT: GRAND AVENUE (11ST AVE TO 43RD ROW)					URS NO.
TRACS NO. HT282 01L					13 OF 15

IGA/JPA 13-0002457-1 Exhibit B



- LEGEND**
- ▭ City of Glendale Property to ADOT
 - ▨ ADOT Land to City of Glendale
 - ▩ ADOT Underground Easement

- Property Line
- New R/W Line
- Existing R/W Line
- New Access Control Line
- Centerline

Property Reference Number
From ROW Exchange Table

SCALE: 1" = 100'

NO.	DATE	DESCRIPTION
1	12/15/09	ISSUED FOR PERMITTING
2	01/15/10	REVISED FOR PERMITTING
3	02/15/10	REVISED FOR PERMITTING

IGAL/PA 13-0002457-1 Exhibit B

ROUTE	US 60
TRACTS NO.	H7292 OIL
LOCATION	GRAND AVENUE (71ST AVE TO 43RD ROW)
OWNER	15 OF 15

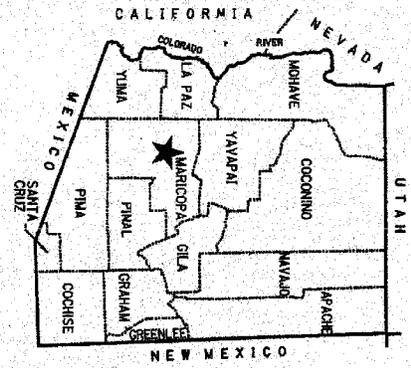
URS

ARIZONA DEPARTMENT OF TRANSPORTATION
REGIONAL TRANSPORTATION ENGINEERING
ROADWAY DESIGN SERVICES

GRAND AVE ROW
EXCHANGE MAP

Exhibit C

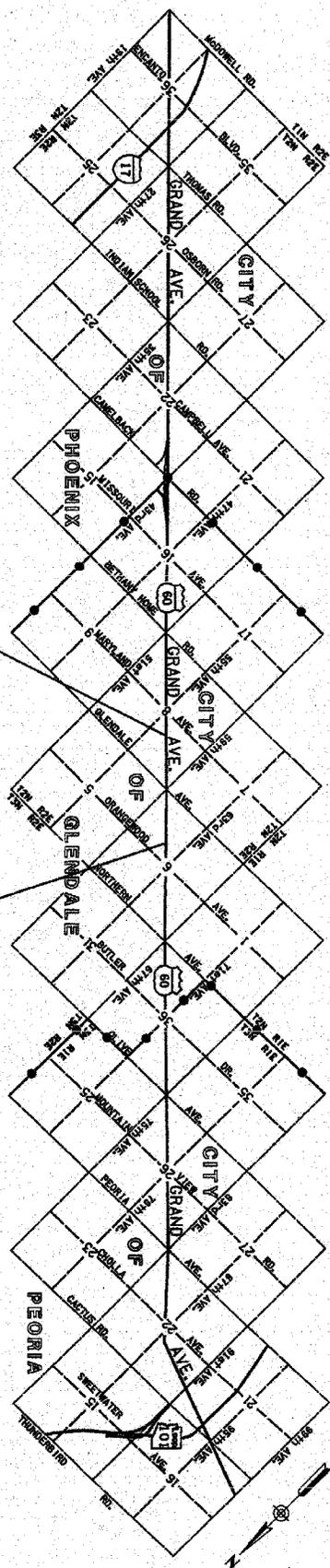
59th Avenue – Glendale Avenue 060 MA 155 H5610 Right-of-Way Plans (Pgs. 1-5)



★ PROJECT LOCATION
 COUNTY NAME: MARICOPA
 LENGTH OF PROJECT: 0.95 MILES
 ADOT DISTRICT: E (PHOENIX)
 DRAWING NUMBER: D-7-T-935

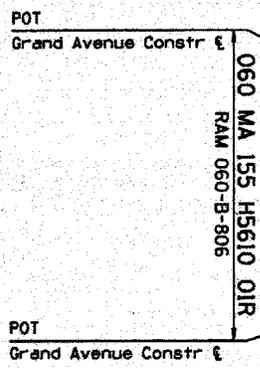
RIGHT OF WAY PLANS OF THE WICKENBURG - PHOENIX HIGHWAY 59TH AVENUE - GLENDALE AVENUE 060 MA 155 H5610 OIR RAM 060-B-806

ARIZONA DEPARTMENT
 OF
 TRANSPORTATION
 INTERMODAL
 TRANSPORTATION
 DIVISION



SHEET INDEX

COVER SHEET	1
STANDARD ABBREVIATIONS & SYMBOLS	S-1
OWNERSHIP RECORD SHEET	ORS-1 TO ORS-2
VICINITY MAP SHEET	VM-1
PLAN SHEET	P-1 TO P-5
INDEX TO EXIST R/W & SCH B ITEMS	P-6 TO P-10
TOTAL SHEETS	15



ARIZONA DEPARTMENT OF TRANSPORTATION BOARD
 APPROVED FOR THE STATE OF ARIZONA
 DATE: 08-04-2009
 BY: [Signature]
 TITLE: [Title]



IGA/JPA 13-0002457-1 Exhibit C

OWNERSHIP

RECORD

ACQUISITION RECORD

PARCEL NUMBER	OWNER	DESCRIPTION OF AREA REQUIRED	TOTAL AREA	AREA REQUIRED			REMAINDER	SHEET NO.	INSTRUMENT		RECORDED DOCUMENT
				(ACCORDING TO)	(EXISTING)	NEW EASEMENTS			LEFT	RIGHT	
① 7-9497	ALFRED J. & JOHN F. MERRIN	PT LOT 13, BLOCK 32, AMENDED PLAT OF GLENDALE, ARIZONA	3,806	1,810			1,996	P-2			
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. & LYNDIA F. SHELING	PT LOTS 6 & 7, BLOCK 33, AMENDED PLAT OF GLENDALE, ARIZONA	12,361	4,086			7,705	P-2			
① 7-9512	JULEA GERALDINE WILLIAMS TRUST	PT LOTS 14 & 15, BLOCK 32, AMENDED PLAT OF GLENDALE, ARIZONA	26,676	1,690			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						P-2 thru P-4			
① 7-9516	DLR PROPERTIES, LLC	PT LOTS 18 & 19, BLOCK 24, AMENDED PLAT OF GLENDALE, ARIZONA	12,270	3,444			4,961	P-2			
① 7-9517	CITY OF GLENDALE	PT OF LOT 1, BLOCK 23, AMENDED PLAT OF GLENDALE, ARIZONA	7,767	572			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			3,869	P-2			
① 7-9519	CITY OF GLENDALE	PT LOTS 2 & 3, BLOCK 23, AMENDED PLAT OF GLENDALE, ARIZONA	5,469	856			879	P-3			
① 7-9520	RICHARD D. COFFINGER, ET UX	PT LOTS 1 & 2, BLOCK 23, AMENDED PLAT OF GLENDALE, ARIZONA	2,931	241			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				92	P-3			
① 7-9522	BEST WESTERN PHOENIX-GLENDALE	PT LOTS 9, 10, 11 & 12, BLOCK 9, AMENDED PLAT OF GLENDALE, ARIZONA	30,255	303			29,517	P-3			
① 7-9523	BST MANAGEMENT GROUP	PT 1, 2, 3 & 4, BLOCK 8, AMENDED PLAT OF GLENDALE, ARIZONA	30,413	1,929			25,849	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			
① 7-9525	C. S. FUNDING ASSOCIATES - 1987	PT LOTS 12 & 3, BLOCK 5, AMENDED PLAT OF GLENDALE, ARIZONA	26,813				26,813	P-4			

Note: All areas are in square feet unless otherwise indicated.
 UOE - Underground Easement for Retaining Wall Anchors.

- ① Parcel to be acquired as a total acquisition.
- ② To be acquired with BNSF Railroad Construction and Maintenance easement by ADOT Utility and Railroad Engineering Section.
- ③ Perpetual R/W License for Underground Facilities
- ④ Temporary Access & Maintenance Area

DATE: 12-17-2013	PROJECT NAME: WICKENBURG-PHOENIX
DRAWN BY: SEE ATTACHED SURVEY	PROJECT NO.: RAIL 060-B-806
CHECKED BY: DB - JAN 04	SCALE: AS SHOWN
DATE: 01-14-14	PROJECT NO.: RAIL 060-B-806
PROJECT NO.: 060 MA 155 HESLO CIR	SECTION NAME: S3TH AVENUE - GLENDALE AVENUE
PROJECT NO.: 060 MA 155 HESLO CIR	SECTION NAME: S3TH AVENUE - GLENDALE AVENUE
PROJECT NO.: 060 MA 155 HESLO CIR	SECTION NAME: S3TH AVENUE - GLENDALE AVENUE



OWNERSHIP

RECORD

ACQUISITION RECORD

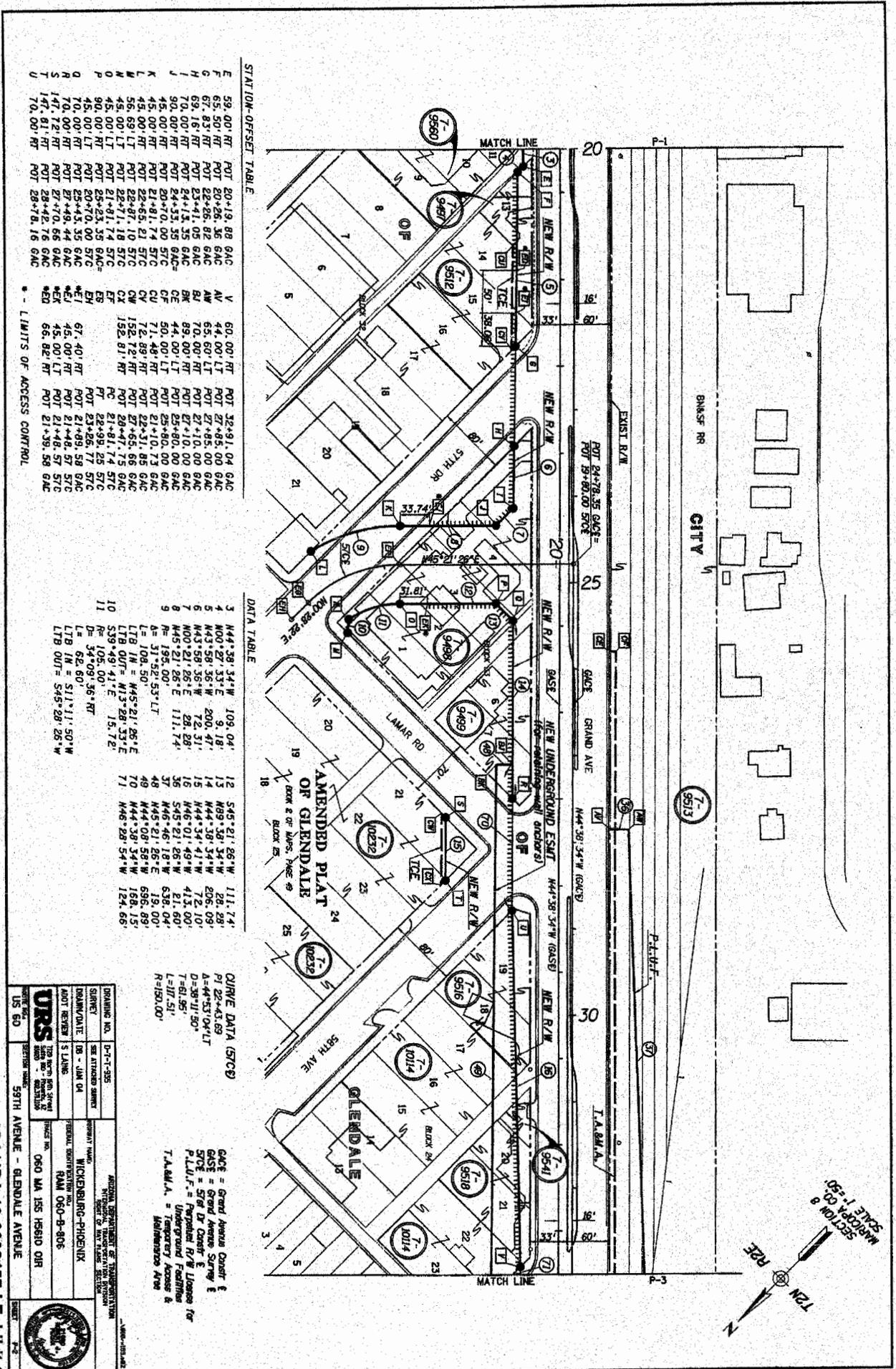
PARCEL NUMBER	OWNER	DESCRIPTION OF AREA REQUIRED	TOTAL AREA	AREA REQUIRED		NEW EASEMENTS	REMAINDER		SHEET NO.	ACQUISITION RECORD	
				(INCLUDES 1/2)	(EXCLUDES 1/2)		LEFT	RIGHT		TYPE	DATE
7-9556	CITY OF GLENDALE	PT LOTS 17 THRU 22, BLOCK 15, AMENDED PLAT OF GLENDALE, ARIZONA	62,891	5,259	2,177 TCE	57,632	P-3				
7-9541	CITY OF GLENDALE	PT LOT 20, BLOCK 24, AMENDED PLAT OF GLENDALE, ARIZONA	1,256	846	410 USE		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				
7-10109	KENNETH A. CORRIERE, ET UX	PT LOTS 1 & 2, BLOCK 17, AMENDED PLAT OF GLENDALE, ARIZONA	14,428	5,483	6,945		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 USE	32,711	P-2 & P-3				
7-10115	ROBERT G. KNOX, ET UX	PT LOTS 5 & 6, BLOCK 2, WOODROW'S ADDITION TO GLENDALE	76,947	231	163 TCE	76,716	P-1				
7-10117	DOHERTY, ALEX, TADANO & MANSVA	PT LOT 5, BLOCK 2, WOODROW'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	386 TCE	75,738	P-2				

Note: All areas are in square feet unless otherwise indicated.

USE - Underground 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.
- ③ Perpetual R/W License for Underground Facilities
- ④ Temporary Access & Maintenance Area

DRAWING NO.	D-17-305	ARIZONA DEPARTMENT OF TRANSPORTATION
DATE	08-04-04	PHYSICAL TRANSPORTATION DIVISION
BY	SEE ATTACHED SHEET	SECTION 101 - 101.00
PROJECT NAME	WICKENBURG-PHOENIX	
PROJECT IDENTIFICATION NO.	RAM 080-B-806	
ADOT REVIEW	S. LAMB	
DATE OF REVIEW	08/04/04	
SCALE	AS SHOWN	
PROJECT NO.	080 MA 195 HSBLO DIR	
SECTION NO.	99TH AVENUE - GLENDALE AVENUE	
SECTION VALUE		
DATE	08-04-04	
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STATION-OFFSET TABLE

E	59.00'	RT	POT 20+19.89	88	GAC
F	65.50'	RT	POT 20+26.36	86	GAC
G	67.83'	RT	POT 22+26.82	82	GAC
H	69.16'	RT	POT 23+41.03	84	GAC
I	70.00'	RT	POT 24+13.35	84	GAC
J	300.00'	RT	POT 24+21.00	00	GAC
K	45.00'	RT	POT 24+21.00	00	GAC
L	45.00'	RT	POT 24+21.00	00	GAC
M	45.00'	RT	POT 24+21.00	00	GAC
N	45.00'	RT	POT 24+21.00	00	GAC
O	45.00'	RT	POT 24+21.00	00	GAC
P	45.00'	RT	POT 24+21.00	00	GAC
Q	45.00'	RT	POT 24+21.00	00	GAC
R	45.00'	RT	POT 24+21.00	00	GAC
S	45.00'	RT	POT 24+21.00	00	GAC
T	45.00'	RT	POT 24+21.00	00	GAC
U	45.00'	RT	POT 24+21.00	00	GAC

DATA TABLE

1	M4+38.34'±W	109.04'
2	M3+28.34'±E	5.18'
3	M3+28.34'±E	290.31'
4	M0+21.28'±E	28.28'
5	M4+21.28'±E	111.74'
6	R=195.00'	
7	A=31°52'53"±LT	
8	L=109.50'	
9	L=109.50'	
10	L=109.50'	
11	R=105.00'	
12	D=62.60'	
13	L=62.60'	
14	L=62.60'	
15	L=62.60'	
16	L=62.60'	
17	L=62.60'	
18	L=62.60'	
19	L=62.60'	
20	L=62.60'	
21	L=62.60'	
22	L=62.60'	
23	L=62.60'	
24	L=62.60'	
25	L=62.60'	

Q/IR/E DATA (57C/B)

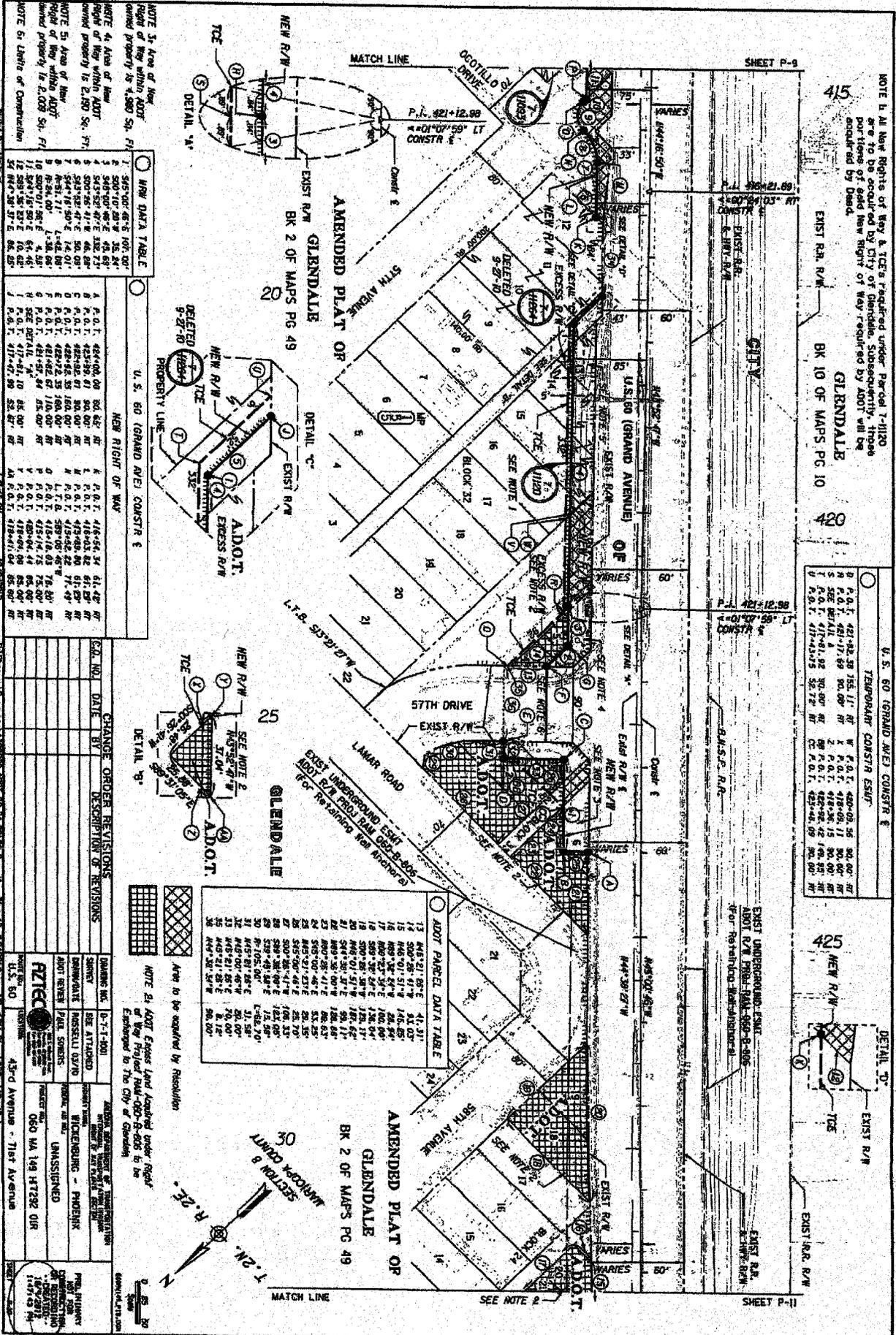
P1	22+43.69
A	44°53'04"±LT
D	28'11"±0"
T	61.95'
L	117.51'
R	150.00'

LEGEND:
 GAC = Grand Avenue Corridor
 GASS = Grand Avenue Survey
 57C = 57' Dr Corridor
 P.L.L./L.F. = Perpetual R/W License for Underground Facilities
 T.A.M.A. = Temporary Access & Maintenance Area

PROJECT NO.	D-17-035
DATE	08/14/13
ISSUED FOR	SEE ATTACHED SHEETS
DESIGNED BY	DR - JAM OA
DRAWN BY	DR - JAM OA
CHECKED BY	DR - JAM OA
APPROVED BY	DR - JAM OA
PROJECT NAME	WICKENBURG-PHOENIX
PROJECT NO.	080 MA ISS HSRD CIR
PROJECT LOCATION	59TH AVENUE - GLENDALE AVENUE
SCALE	1"=50'
SHEET NO.	1-2

IGA/JPA 13-0002457-1 Exhibit C

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)



NOTE 1: All New Rights of Way & TCE's Proposed Under Parcel 1-1100 are to be acquired by City of Glendale. Subsequently, those portions of said New Right of Way required by ADOT will be acquired by Deed.

415
GLENDALE
BK 10 OF MAPS PG 10
420

U.S. 60 (GRAND AVE) CONSTR E

NO.	P.O.T.	421-12.98	755.11'	RT	W	P.O.T.	421-12.98	30.00'	RT	W	P.O.T.	421-12.98	30.00'	RT	W	P.O.T.	421-12.98	30.00'	RT
1	P.O.T.	421-12.98	755.11'	RT	W	P.O.T.	421-12.98	30.00'	RT	W	P.O.T.	421-12.98	30.00'	RT	W	P.O.T.	421-12.98	30.00'	RT
2	P.O.T.	421-12.98	755.11'	RT	W	P.O.T.	421-12.98	30.00'	RT	W	P.O.T.	421-12.98	30.00'	RT	W	P.O.T.	421-12.98	30.00'	RT
3	P.O.T.	421-12.98	755.11'	RT	W	P.O.T.	421-12.98	30.00'	RT	W	P.O.T.	421-12.98	30.00'	RT	W	P.O.T.	421-12.98	30.00'	RT

425
NEW R/W
DETAIL 'P'

EXIST R/W
TCE

NOTE 3: Area of New Right of Way within ADOT owned property is 4,580 Sq. Ft.

NOTE 4: Area of New Right of Way within ADOT owned property is 2,150 Sq. Ft.

NOTE 5: Area of New Right of Way within ADOT owned property is 2,028 Sq. Ft.

NOTE 6: Limits of Construction

NEW DATA TABLE

NO.	DATE	BY	DESCRIPTION OF REVISIONS
1	12/15/12
2
3
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36

NEW RIGHT OF WAY

NO.	DATE	BY	DESCRIPTION OF REVISIONS
1
2
3
4
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14
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36

ADOT PARCEL DATA TABLE

NO.	DATE	BY	DESCRIPTION OF REVISIONS
1
2
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NOTE 2: ADOT Express Land Acquired under Right of Way Plat 000-000-000 to be Encumbered to the City of Glendale

Area to be acquired by Resolution

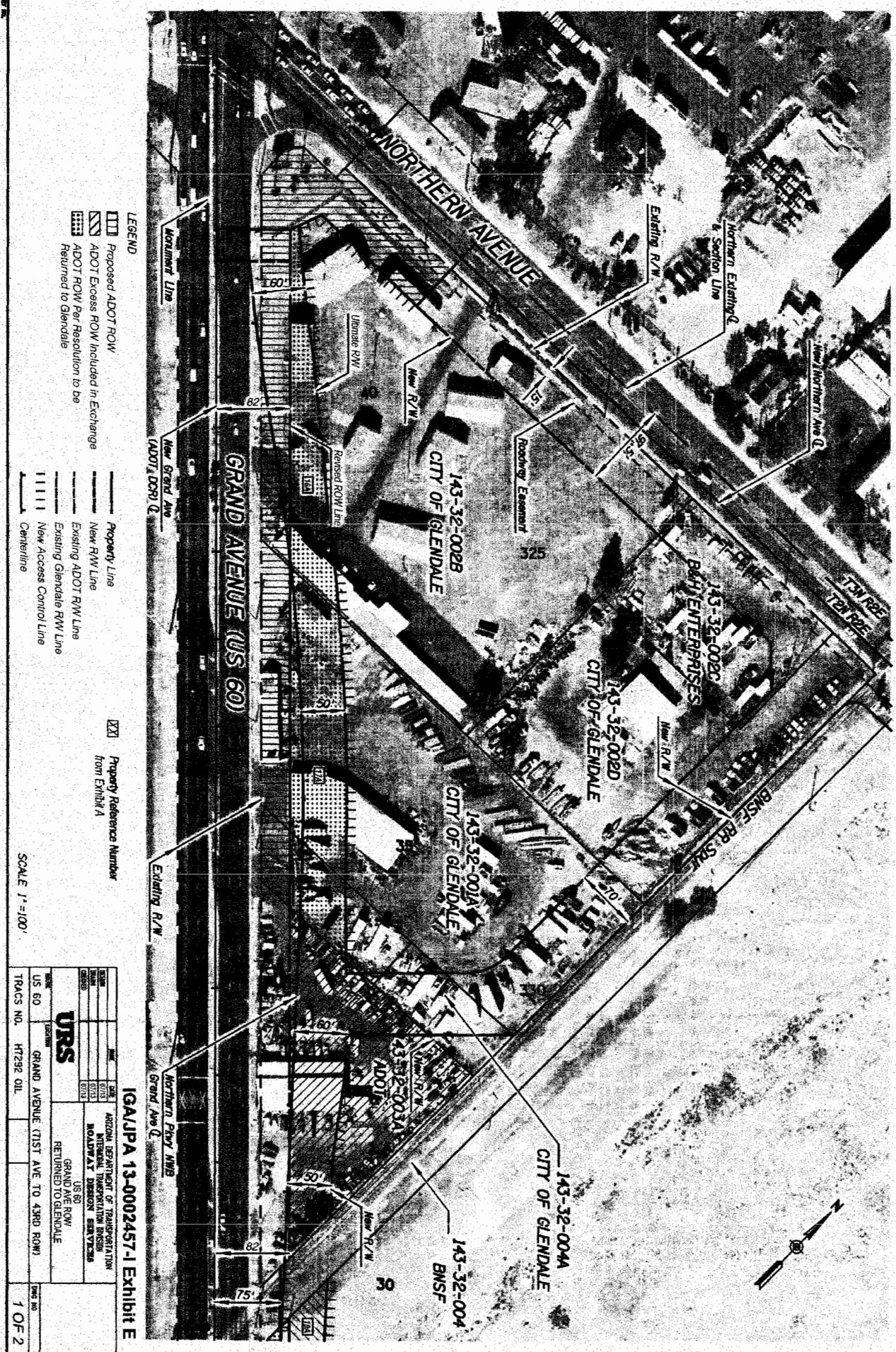
CHANGE ORDER REVISIONS

NO.	DATE	BY	DESCRIPTION OF REVISIONS
1
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U.S. 60
43rd Avenue - 71st Avenue

IGA/JPA 13-0002457-1 Exhibit D

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



LEGEND

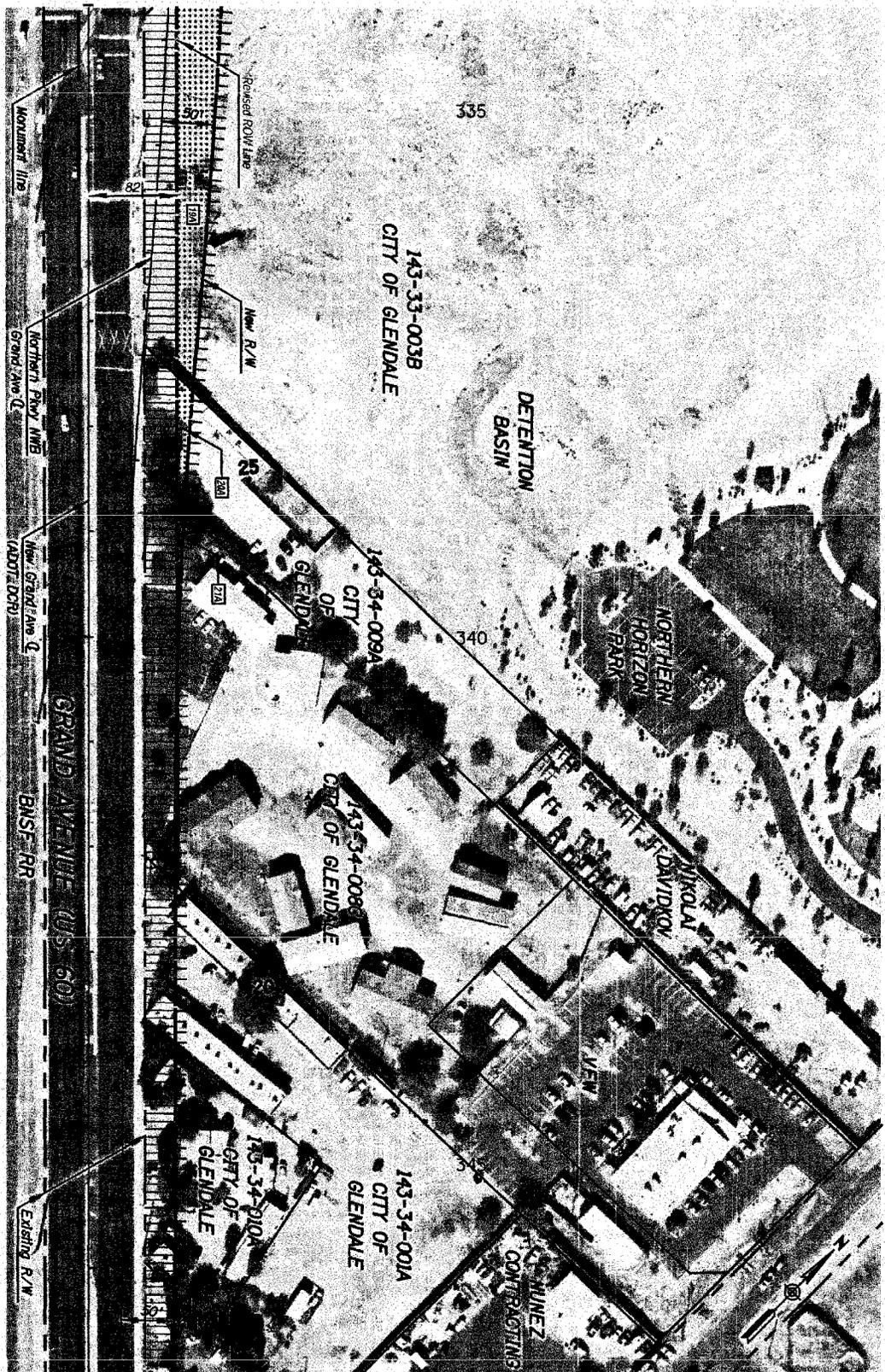
- Proposed ADOT ROW
- ADOT Excess ROW Included in Exchange
- ADOT ROW Per Resolution to be Returned to Glendale

- Property Line
- New R/W Line
- Existing ADOT R/W Line
- Existing Glendale R/W Line
- New Access Control Line
- Centerline

Property Reference Number from Exhibit A

SCALE 1" = 100'

<p>IGAJPA 13-0002457-1 Exhibit E</p>	
<p>DATE: 07/13</p> <p>BY: [Signature]</p> <p>FOR: NATIONAL DEPARTMENT OF TRANSPORTATION ROADWAY DIVISION SAN FRANCISCO</p> <p>PROJECT: GRAND AVE ROW RETURNED TO GLENDALE</p> <p>US 60</p>	<p>TRACS NO. HT292 01L</p> <p>DATE NO. 1 OF 2</p>



LEGEND

Proposed ADOT ROW

ADOT Excess ROW Included in Exchange Returned to Glendale

Property Line

New R/W Line

Existing ADOT R/W Line

Existing Glendale R/W Line

New Access Control Line

Centerline

Property Reference Number from Exhibit A

SCALE 1" = 100'

DATE	US 60	LOCATION	GRAND AVENUE (1ST AVE TO 43RD ROW)	DATE NO.	2 OF 2
SECTION	0713	DATE	0713		
BLK	0713				
GRID	0713				
URS		ARIZONA DEPARTMENT OF TRANSPORTATION METROPOLITAN TRANSPORTATION DIVISION ROADWAY DESIGN SERVICES		GRAND AVENUE ROW RETURNED TO GLENDALE	
US 60					
GRAND AVENUE ROW					
RETURNED TO GLENDALE					
TRACS NO. H1297.01L					

IGA/PA 13-0002457-1 Exhibit E



THOMAS C. HORNE
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

James R. Redpath
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8837
E-MAIL: JIM.REDPATH@AZAG.GOV

PROPERTY EXCHANGE
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P001201400040 (ADOT IGA/JPA 13-0002457-I), an Agreement between public agencies, the State of Arizona and the City of Glendale, 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: December 29, 2014

THOMAS C. HORNE
Attorney General

A handwritten signature in cursive script that reads "James R. Redpath".

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:rl:#4272172
Attachment