

Recorded by:  
City Clerk's Office  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

CITY OF GLENDALE  
ORIGINAL

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
ELECTRONIC RECORDING  
20160395477,06/08/2016 10:31,  
IGALITCHFIELD-7-1-1--,N

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**CITY OF GLENDALE, ARIZONA**  
**DOCUMENT TO BE RECORDED:**  
**Intergovernmental Agreement**  
**With Litchfield Park**  
**(Agreement C-10892)**

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**(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)**

CITY CLERK  
ORIGINAL

When Recorded Mail to:  
City of Litchfield Park  
Attn: City Clerk  
214 W. Wigwam Blvd.  
Litchfield Park, Arizona 85340

C-10892  
05/24/2016

## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is entered into this 24 day of May, 2016 (the "Effective Date") by and between the City of Glendale, Arizona ("Glendale") and the City of Litchfield Park, Arizona ("Litchfield Park"). Glendale and Litchfield Park are herein jointly referred to as "the Parties."

### RECITALS

- A. This Agreement pertains to the approximate 78-acre area of land located on the northeast corner of Camelback Road and Litchfield Road in Litchfield Park (the "Property").
- B. As part of the de-annexation process, Glendale maintained its annexation boundary of the northernmost ten (10) feet of the Property and the easternmost ten (10) feet of the Property into Glendale, which are more particularly described in Exhibit A.
- C. In February 2002 Litchfield Park adopted Ordinance No. 02-78 and in December 2014 Litchfield Park adopted Ordinance No. 15-202 ("Ordinances") rezoning the Property and executed two development agreements that together include Glendale's Strip Annexation ("Development Agreements"). The Development Agreements are recorded at 2015009880 and 20150061061, Official Records of Maricopa County, Arizona, respectively.
- D. The Parties anticipate that the northern 53 acres of the Property will be developed into a single family residential project and the remaining southern 25 acres of the Property will be developed into a commercial shopping center.
- E. Additionally, Glendale's current Strip Annexation boundary is within the future boundaries of Missouri Avenue, the southern half of which will be constructed by the developer of the residential project. The Parties, in conjunction with Maricopa County, who owns and maintains the north half of Missouri Avenue, have not yet agreed as to which agency will own, operate and maintain the south half of Missouri Avenue.
- F. Since Glendale's Strip Annexation is contained within the area of the Property intended for a single family community and commercial shopping center and within the

future boundaries of Missouri Ave., and the City of Glendale seeks to foster and maintain a mutual, beneficial relationship with the City of Litchfield Park, the purpose of this Agreement is to set forth the Parties' responsibilities with respect to administration of Glendale's Strip Annexation and to delegate the necessary authority between the Parties, with respect to Glendale's Strip Annexation.

G. Notwithstanding any provision of this Agreement to the contrary, no provision of this Agreement shall be construed or interpreted in a manner which would undermine, divide, dissolve, breach, or re-arrange the City of Glendale annexation boundaries within the Property.

## AGREEMENT

NOW, THEREFORE, the Parties agree that the Recitals set forth above are not merely recitals, but form an integral part of this Agreement as follows:

1. Zoning. The City of Glendale grants authority and power to Litchfield Park, and Litchfield Park alone, to review and approve all applications for zoning and other land entitlements, which includes all applications necessary to develop property within Glendale's Strip Annexation, in accordance with Litchfield Park's codes, the Ordinances and the Development Agreements.

2. Building Permits. The City of Glendale grants authority and power to Litchfield Park, and Litchfield Park alone, to review and issue building permits for property within Glendale's Strip Annexation in accordance with Litchfield Park's codes, the Ordinances and the Development Agreements.

3. Inspections. The City of Glendale grants authority and power to Litchfield Park, and Litchfield Park alone, to administer, and be responsible for, all inspections of work or product within Glendale's Strip Annexation in accordance with Litchfield Park's codes, the Ordinances and the Development Agreements.

4. Plat Approvals. The City of Glendale grants authority and power to Litchfield Park, and Litchfield Park alone, to review and approve all proposed preliminary plats, including plans and reports required in conjunction with subdivision or site plan review, and review and sign all final plats for property within Glendale's Strip Annexation in accordance with Litchfield Park's codes, the Ordinances and the Development Agreements.

5. Disclosure. Glendale and Litchfield Park agree that all future final plat approvals within the Property will require the final plat itself to contain a disclosure statement regarding the lots located wholly or partially within Glendale's Strip Annexation stating that such lots or portion of property, are subject to the terms of this

Agreement. Glendale and Litchfield Park further agree that all building permits issued for lots located wholly or partially within Glendale's Strip Annexation shall contain a disclosure stating that such lots, or portions of property are subject to the terms of this Agreement.

6. Provision of Government Services and Exercise of Police Powers. With respect to the Glendale ten (10)-foot annexation boundary, the City of Glendale grants authority and power to Litchfield Park to provide all government services to, enforce Litchfield Park ordinances over, and exercise all police powers for the protection and preservation of the public health, safety and welfare over Glendale's Strip Annexation, except as may otherwise be agreed to between the Parties and Maricopa County with respect to the portion of Glendale's Strip Annexation that is located within the future right-of-way of Missouri Avenue.

7. Dedications. The City of Glendale grants authority and power to Litchfield Park, and Litchfield Park alone, to require and/or receive dedications of land within Glendale's Strip Annexation for public right-of-way and related purposes, so long as the current Glendale Strip Annexation boundary remains intact

8. Cooperation: Further Acts. The Parties intend that any area of land within the Property that includes a portion of the Glendale's Strip Annexation shall not suffer any negative impact. Nevertheless the boundary annexation must always remain whole and undisturbed as a boundary. Accordingly, in the event any unanticipated issue arises out of portions of the Property being in separate jurisdictions, the Parties agree to cooperate reasonably with each other and with the owner of the Property to promptly resolve issues as may be applicable. The Parties shall execute and deliver all documents and perform all acts as reasonably necessary, to carry out the matters contemplated by this Agreement.

9. Duration: Termination. This Agreement shall continue in effect until such time, if any, as Glendale's Strip Annexation, the Property is fully annexed by Litchfield Park. To satisfy statutory requirements under A.R.S. § 11-952, this Agreement will expire on February 1, 2036; nevertheless, this Agreement may be renewed by written mutual agreement for three (3) subsequent twenty (20)-year terms. This Agreement may not otherwise be terminated except by mutual agreement of the governing bodies of Glendale and Litchfield Park, after proper notice to the owner(s) of real property within Glendale's Strip Annexation, as well as proper notice and hearing in accordance with applicable law. Any amendment or termination must be recorded in the Office of the Recorder, Maricopa County, Arizona.

10. Severability. If any provision of this Agreement is declared void or unenforceable, it shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

11. Recordation. This Agreement shall be recorded in the Office of the Recorder, Maricopa County, Arizona.

12. Counterparts. This Intergovernmental Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

13. Authorization. This Agreement is authorized pursuant to A.R.S. § 11-952.

14. Indemnification. Litchfield Park shall indemnify, appear, defend and hold harmless Glendale, its officers, agents, and employees from and against all claims, costs, losses and damages (including, but not limited to, all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from any act of, omission of or the performance of this Agreement by Litchfield Park, its employees, subcontractors or any other person acting for or on behalf of Litchfield Park. This provision shall survive termination or cancellation of this Agreement.

THE PARTIES have caused this Intergovernmental Agreement to be executed as of the Effective Date.

GLENDALE, ARIZONA

By 

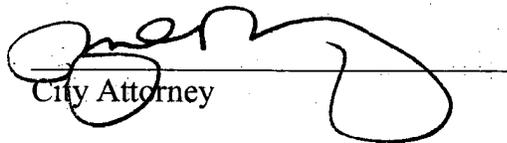
Its Assistant City Manager

ATTEST:



Its CITY CLERK

This Agreement is in proper form and within the powers and authority granted to the Glendale City Council under its Charter.

  
City Attorney

LITCHFIELD PARK, ARIZONA

By [Signature]

Its Mayor

ATTEST: [Signature]

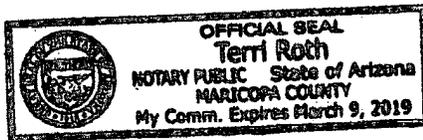
Its Deputy City Clerk

This Agreement is in proper form and within the powers and authority granted under the laws of this state granted to the Litchfield Park City Council.

[Signature]  
City Attorney

STATE OF ARIZONA     )  
  )  
County of Maricopa     )

The foregoing instrument was acknowledged before me this 20th day of January 2016 by Thomas L. Schoat the Mayor of Litchfield Park, Arizona, on behalf of Litchfield Park, Arizona.



[Signature]  
Notary Public

## EXHIBIT A

### Legal Description of Glendale Strip Annexation

The North ten (10) feet and the East ten (10) feet of the West half of the Southwest quarter of Section 15, Township 2 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona;

Except the West 32.50 feet of the said North 10 feet and except the South 80 feet of the said East 10 feet thereof.