INTERGOVERNMENTAL AGREEMENT

BETWEEN MARICOPA COUNTY AND THE CITY OF APACHE JUNCTION FOR ANNEXATION AND PERMITTING OF MERIDIAN ROAD, FROM ELLIOT ROAD TO RAY ROAD

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**), and the City of Apache Junction, an Arizona municipal corporation (**City**). The County and City are collectively referred to as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

- 1. The County is authorized, pursuant to Arizona Revised Statutes (**A.R.S.**) § 11-251 and 28-6701 *et seq.*, to lay out, maintain, control, and manage public roads within the County.
- 2. The City is authorized, pursuant to A.R.S. § 9-240 and § 9-276 *et seq.*, to lay out and establish, regulate, and improve streets within the City and to enter into this Agreement.
- 3. Public agencies are authorized, pursuant to A.R.S. § 11-951 *et seq.*, to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

BACKGROUND

- 4. Meridian Road, from Elliot Road to Ray Road, is a paved street located within southeast Maricopa County. The County has right of way within this segment.
- 5. There is development occurring on the east side of this roadway, within City jurisdiction (**Project**).
- 6. The City intends to annex existing County roadway on Meridian Road, from Elliot Road to Ray Road, between the current east boundary of the City of Mesa and the Maricopa/Pinal County line.
- 7. The City shall be responsible for reviewing, approving and permitting any and all roadway development plans for the Project area.

PURPOSE OF THE AGREEMENT

8. The purpose of this Agreement is to identify and define the responsibilities of the County and the City for reviewing, approving and permitting roadway development plans and future annexation of the County's portion of Meridian Road.

TERMS OF THE AGREEMENT

9. Responsibilities of the County:

- 9.1 Have no financial contribution.
- 9.2 Not review, nor be responsible for, the preparation of any and all plans or be liable for design deficiencies, traffic control, construction, or inspection approvals upon the execution of this Agreement.
- 9.3 Issue no-cost permits for any necessary Project-related work performed within the jurisdiction of the County adjacent to the area of annexation.
- 9.4 Support annexation of Meridian Road, from Elliot Road to Ray Road.

10. Responsibilities of the City:

- 10.1. Be financially responsible for all Project costs associated with permitting, annexation, and the time allocated by their staff as it relates to this Project.
- 10.2. Upon the execution of this Agreement, the City shall assume all responsibility for permitting, maintenance, operation and related liability for the roadway until annexation has been completed.
- 10.3. Initiate the annexation and transfer of Meridian Road, from Elliot Road to Ray Road using A.R.S. § 9-471(O), within six (6) weeks of having completed all acquisitions/obtained final judgments needed for the Project within unincorporated Maricopa County. Prior to adopting the annexation, the City shall submit to Maricopa County Real Estate Department (MCRED), for review and approval, the draft ordinance with a legal description and exhibit defining the exterior boundary of the area to be transferred, Exhibit A, which is attached to this Agreement and is incorporated herein by reference. The transfer of right of way from County to City shall be accomplished in a form approved by MCRED.

GENERAL TERMS AND CONDITIONS

- 11. To the extent permitted by law, each Party will indemnify, defend, and hold the other Party harmless, including any of the Party's departments, agencies, officers, employees, elected officials, or agents, from and against all liability, loss, expense, damage or claim of any nature whatsoever that is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement, including but not limited to injuries or death of persons or damages to or destruction of property. In the event of an action, the damages that are the subject of this indemnity shall include costs, expenses of litigation, and reasonable attorney fees.
- 12. This Agreement shall become effective as of the date it is executed by all the governing bodies of the Parties and shall remain in full force and effect until all stipulations previously indicated have been satisfied.
- 13. This Agreement may be amended only upon written agreement by all Parties.

- 14. This Agreement is subject to the provisions of A.R.S. § 38-511.
- 15. The Parties warrant that they are following A.R.S. § 41-4401 and further acknowledge that:
 - 15.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.
 - 15.2 Any breach of the warranty shall be deemed a material breach of this agreement, of which breaching party may be liable for penalties including termination of the agreement.
 - 15.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours to facilitate such an inspection.
 - 15.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
- 16. Any contractor or subcontractor who engages in for-profit activity and has 10 or more employees, if the value of the contract is a minimum of \$1,000,000, certify it is not currently engaged in and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued according to 50 U.S.C. § 4842.
- 17. Each Party warrants and certifies that no contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement currently has, and for the duration of the contract will not, use:
 - 17.1 The forced labor of ethnic Uyghurs in the People's Republic of China.
 - 17.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
 - 17.3 Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If any Party becomes aware during the term of the Agreement that any contractor or vendor is not in compliance with this paragraph, the Party shall notify the other Party within five business days after becoming aware of the noncompliance. Failure of the Party to provide a written certification that the contractor or vendor has remedied the noncompliance within one hundred eighty (180) calendar days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) calendar day period.

- 18. It shall be a material breach of this Agreement for a Party to fail to observe or perform any of the material covenants, conditions or provisions of this Agreement, where such failure shall continue for a period of thirty (30) calendar days after the non-defaulting Party provides the defaulting Party with written notice of such failure; provided, however, that such failure shall not be a Default if the defaulting Party has commenced to cure the Default within such thirty (30) calendar day period and thereafter is diligently pursuing such cure to completion. The total aggregate cure period shall not exceed ninety (90) calendar days unless the Parties otherwise agree in writing. In the event of Default, the non-defaulting Party, at its option, may terminate this Agreement without waiving any available remedies at law or in equity.
- 19. All notices required under this agreement to be given in writing shall be sent to:

Maricopa County Department of Transportation Attn: Intergovernmental Relations Branch 2901 West Durango Street Phoenix, Arizona 85009

Mitch Wagner@maricopa.gov

City of Apache Junction
Public Works Department, City Engineer
575 E. Baseline Road
Apache Junction, Arizona 85119
eschmid@apacehjunctionaz.gov

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered by e-mail, in person (by hand or courier) or may be sent by regular or certified mail or U.S. Postal Service Express Mail, with postage prepaid, or by commercial delivery service performed with receipt. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by the United States Express Mail or overnight delivery service that guarantees next-day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier for delivery. Notice given by e-mail shall be deemed delivered one business day after the e-mail was sent.

- 20. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the governing body of the City in such fiscal year.
- 21. This Agreement shall be construed as a whole and under its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement.
- 22. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained because of the continuation of any matter previously waived.

- 23. Except as otherwise provided in this Agreement, all covenants, agreements, representations, and warranties outlined in this Agreement, or any certificate or instrument executed or delivered according to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
- 24. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Electric signatures are acceptable as original signatures.
- 25. The Parties will execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party according to this Agreement.
- 26. The venue for any claim arising out of or in any way related to this Agreement shall be Phoenix, Arizona.
- 27. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Pages Follow

IN WITNESS WHEREOF	,the Parties have	executed this	Agreement
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CITY OF APACHE JUNCTION

	Approved and Acc	cepted by:
	Chip Wilson Mayor	Date
	• • • • •	
	Attest by:	
	City Clerk	Date
<u>AP</u>	PROVAL OF CITY ATTORNEY	
	en reviewed pursuant to A.R.S. § 17 letermined that it is in proper form a r the laws of the State of Arizona.	
Richard J. Stern City Attorney	Date	

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

Recommended by:

Signed by:

LATE 238375F04C3... 9/17/2025

Jesse Gutierrez, P.E. Date

Transportation Director

Approved and Accepted by:

Chairman
Board of Supervisors

Attest by:

APPROVAL OF DEPUTY COUNTY ATTORNEY

Clerk of the Board

Date

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Deputy County Attorney, who has determined that it is in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

Signed by:

Max Carpinelli

3D6A191436004B5

Deputy County Attorney

Date

RIGHT-OF-WAY DESCRIPTION
MERIDIAN ROAD BETWEEN ELLIOT ROAD & RAY ROAD

EXHIBIT A

A PORTION OF LAND WITHIN THE SOUTHEAST QUARTER OF SECTION 12, THE EAST HALF OF SECTION 13 AND THE EAST HALF OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY OF MESA BRASS CAP IN A HAND HOLE MARKING THE NORTHEAST CORNER OF SAID SECTION 13, FROM WHICH A 2.5" CITY OF MESA BRASS CAP IN HAND HOLE, BEING THE EAST QUARTER CORNER OF SAID SECTION 13, BEARS SOUTH 0°37'58" EAST, A DISTANCE OF 2637.66 FEET;

THENCE SOUTH 89°20'51" WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 0°37'58" EAST, A DISTANCE OF 2636.63 FEET;

THENCE SOUTH 0°39'46" EAST, A DISTANCE OF 2637.50 FEET;

THENCE SOUTH 0°37'44" EAST, A DISTANCE OF 2633.53 FEET;

THENCE SOUTH 0°38'07" EAST, A DISTANCE OF 2580.63 FEET;

THENCE NORTH 89°35'53" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 0°38'07" WEST, A DISTANCE OF 561.51 FEET;

THENCE NORTH 89°21'53" EAST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 0°38'07" WEST, A DISTANCE OF 2018.95 FEET;

THENCE NORTH 0°37'44" WEST, A DISTANCE OF 2633.52 FEET;

THENCE NORTH 89°37'54" WEST, A DISTANCE OF 5.00 FEET;

THENCE NORTH 0°39'46" WEST, A DISTANCE OF 601.05 FEET:

THENCE NORTH 9°34'23" EAST, A DISTANCE OF 28.14 FEET;

THENCE NORTH 0°39'46" WEST, A DISTANCE OF 2008.67 FEET;

THENCE NORTH 0°37'58" WEST, A DISTANCE OF 2636.45 FEET;

THENCE NORTH 0°39'09" WEST, A DISTANCE OF 65.00 FEET;



DATE: 08/07/2025

SHEET 1 OF 7

MERIDIAN ROAD
RIGHT-OF-WAY DESCRIPTION
MERIDIAN ROAD



2045 SOUTH VINEYARD, SUITE 101 MESA, ARIZONA 85210 TEL 480.768.8600 www.sunrise-eng.com

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RIGHT-OF-WAY DESCRIPTION
MERIDIAN ROAD BETWEEN ELLIOT ROAD & RAY ROAD



THENCE NORTH 89°20'51" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 0°39'09" EAST, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING.

SAID RIGHT-OF-WAY CONTAINS 114,224 SQUARE FEET OR 2.622 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "A" BY REFERENCE MADE A PART HERETO.

38862
RONNIE E.
DORSEY

ARIZONA, U.S.A.

ARIZONA, U.S.A.

ARIZONA, U.S.A.

DATE: 08/07/2025

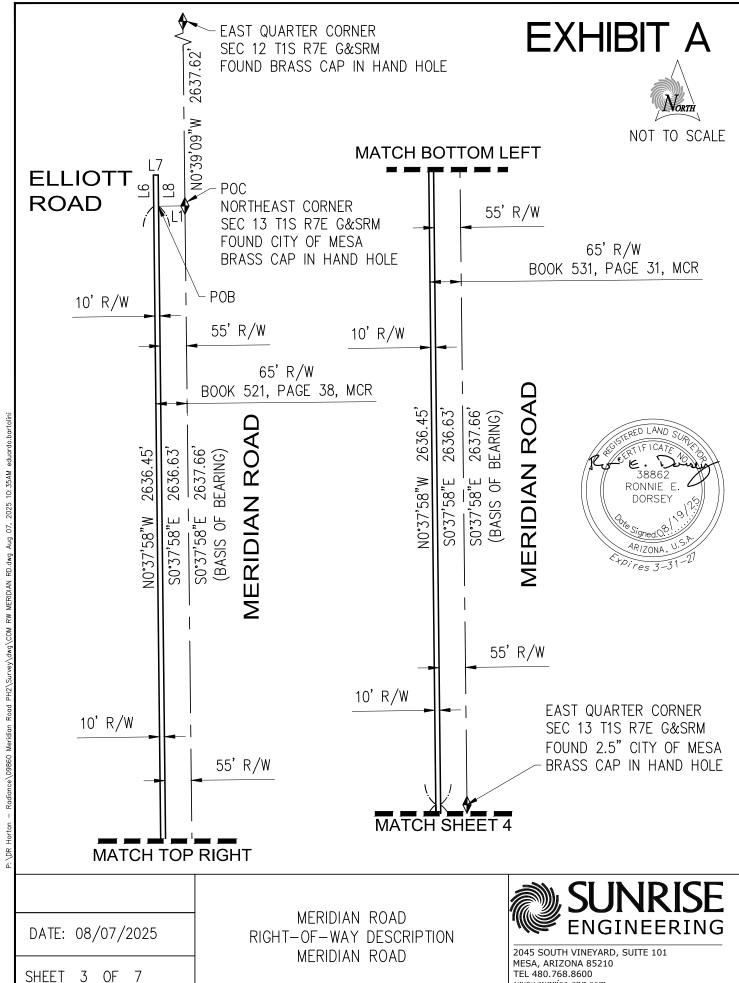
SHEET 2 OF 7

MERIDIAN ROAD
RIGHT-OF-WAY DESCRIPTION
MERIDIAN ROAD

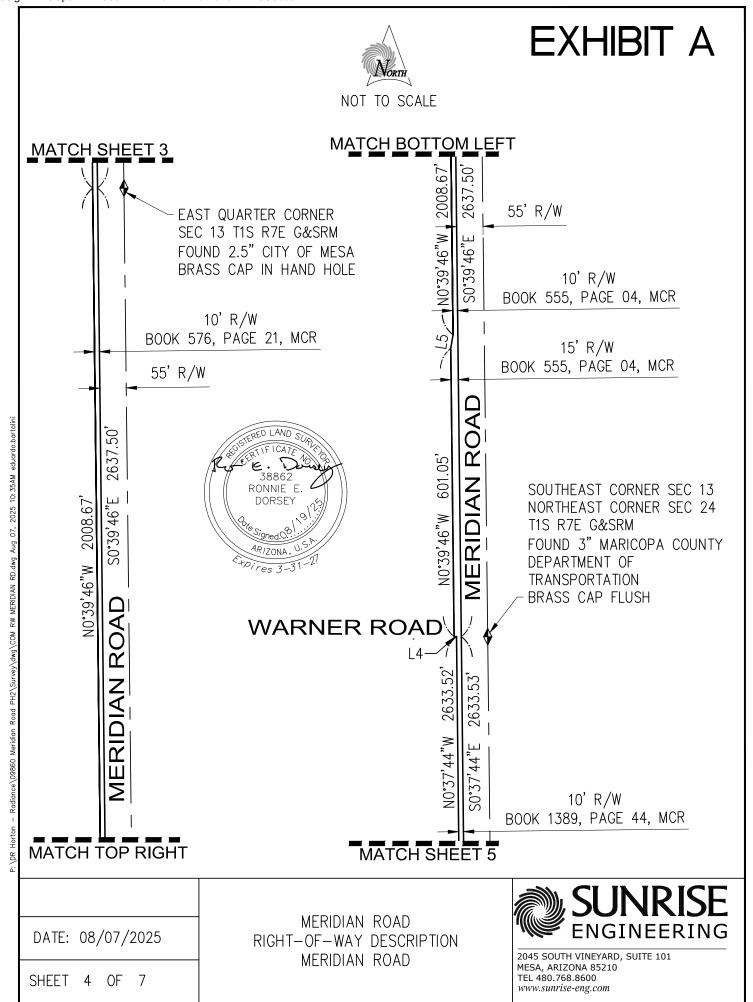


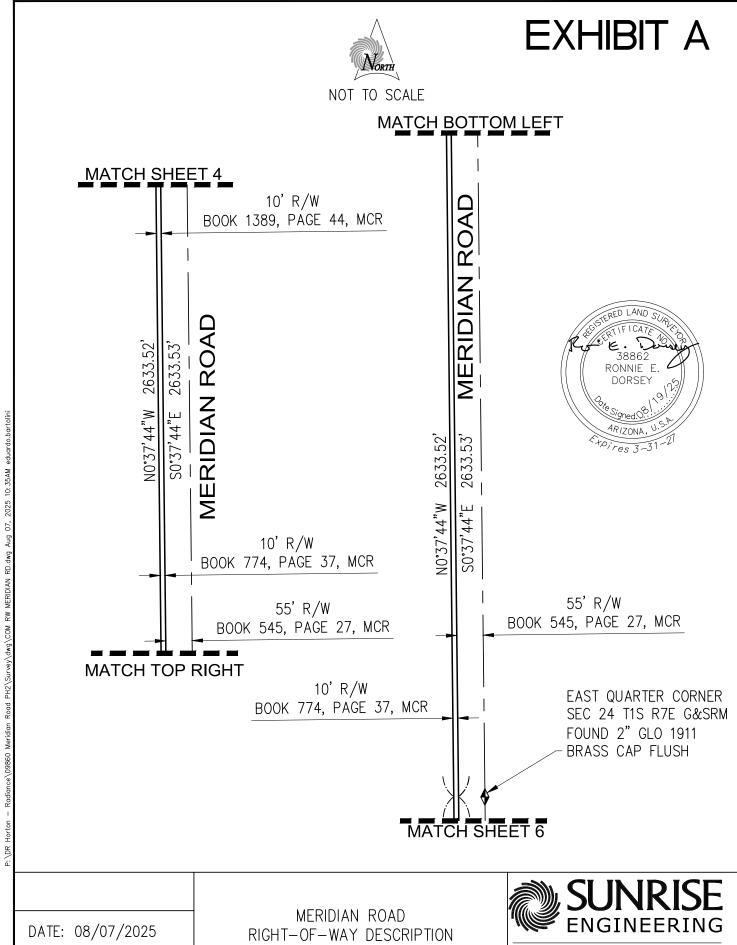
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SHEET 5 OF 7 MERIDIAN ROAD

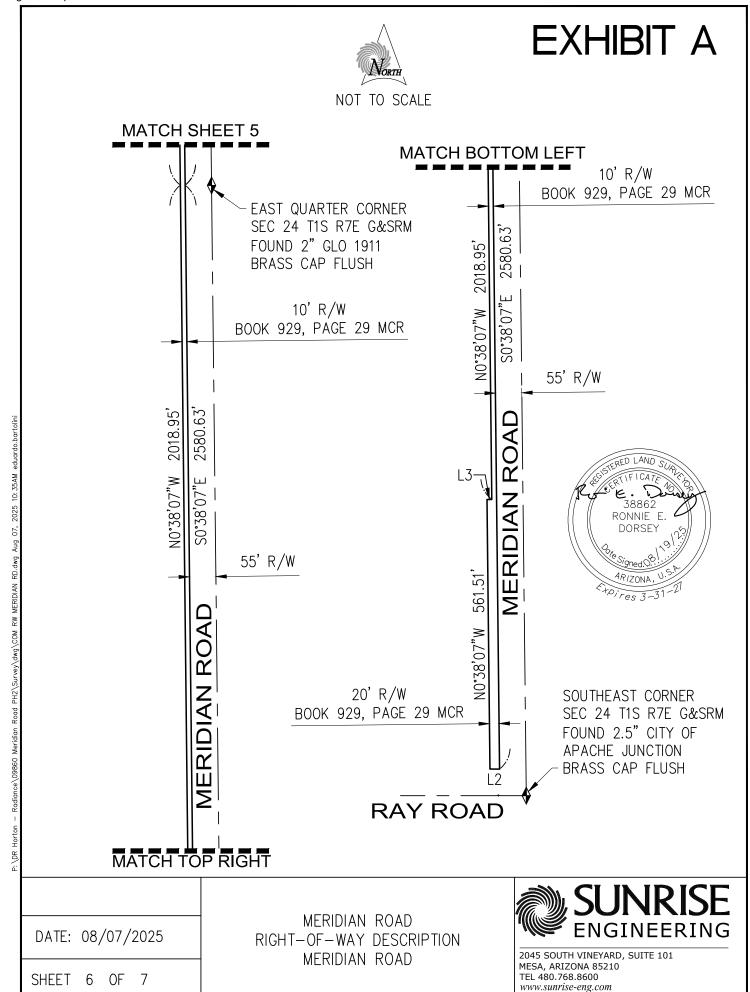


EXHIBIT A

LINE TABLE				
LINE #	DIRECTION	LENGTH		
L1	S89°20'51"W	55.00'		
L2	N89°35'53"W	20.00'		
L3	N89°21'53"E	10.00'		
L4	N89°37'54"W	5.00'		
L5	N9°34'23"E	28.14		
L6	N0°39'09"W	65.00'		
L7	N89°20'51"E	10.00'		
L8	S0°39'09"E	65.00'		



ABBREVIATIONS

COR	CORNER
Ε	EAST
GLO	GENERAL LAND OFFICE
G&SRM	GILA AND SALT RIVER MERIDIAN
MCR	MARICOPA COUNTY RECORDS
Ν	NORTH
PLSS	PUBLIC LAND SURVEY SYSTEM
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R	RANGE
R/W	RIGHT-OF-WAY
S	SOUTH
SEC	SECTION
T	TOWNSHIP
W	WEST

LEGEND

ECT BOUNDARY
LCI DOUNDAN I
SECTION LINE
T-OF-WAY LINE
INES
HLINE

DATE: 08/07/2025

SHEET 7 OF 7

MERIDIAN ROAD RIGHT-OF-WAY DESCRIPTION MERIDIAN ROAD



RIGHT-OF-WAY DESCRIPTION FOR MERIDIAN ROAD BETWEEN ELLIOT ROAD & RAY ROAD

EXHIBIT A

A PORTION OF LAND WITHIN THE SOUTHEAST QUARTER OF SECTION 12, THE EAST HALF OF SECTION 13 AND THE EAST HALF OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CITY OF MESA BRASS CAP IN A HAND HOLE MARKING THE NORTHEAST CORNER OF SAID SECTION 13, FROM WHICH A 2.5" CITY OF MESA BRASS CAP IN HAND HOLE, BEING THE EAST QUARTER CORNER OF SAID SECTION 13, BEARS SOUTH 0°37'58" EAST, A DISTANCE OF 2637.66 FEET;

THENCE SOUTH 0°37'58" EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2637.66 FEET TO SAID EAST QUARTER CORNER;

THENCE SOUTH 0°39'46" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 2637.45 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 13;

THENCE SOUTH 0°37'44" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 2633.61 FEET TO A 2" GENERAL LAND OFFICE BRASS CAP FLUSH MARKING THE EAST QUARTER CORNER OF SAID SECTION 24;

THENCE SOUTH 0°38'07" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 2635.59 FEET TO A 2.5" CITY OF APACHE JUNCTION BRASS CAP FLUSH MARKING THE SOUTHEAST CORNER OF SAID SECTION 24;

THENCE SOUTH 0°37'36" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 25, A DISTANCE OF 65.01 FEET;

THENCE NORTH 89°35'53" WEST, A DISTANCE OF 75.01 FEET;

THENCE NORTH 0°37'36" WEST, A DISTANCE OF 65.01 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER;

THENCE NORTH 0°38'07" WEST, A DISTANCE OF 55.01 FEET;

THENCE SOUTH 89°35'53" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 0°38'07" WEST, A DISTANCE OF 2580.63 FEET;

THENCE NORTH 0°37'44" WEST, A DISTANCE OF 2633.53 FEET;

THENCE NORTH 0°39'46" WEST, A DISTANCE OF 2637.49 FEET;

THENCE NORTH 0°37'58" WEST, A DISTANCE OF 2636.64 FEET;



DATE: 08/07/2025

SHEET 1 OF 5

MERIDIAN ROAD
RIGHT-OF-WAY DESCRIPTION
MERIDIAN ROAD



RIGHT-OF-WAY DESCRIPTION FOR MERIDIAN ROAD BETWEEN ELLIOT ROAD & RAY ROAD

EXHIBIT A

THENCE NORTH 0°39'09" WEST, A DISTANCE OF 65.00 FEET;

THENCE NORTH 89°20'51" EAST, A DISTANCE OF 55.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12;

THENCE SOUTH 0°39'09" EAST, ALONG SAID EAST LINE, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING.

SAID RIGHT-OF-WAY CONTAINS 589,458 SQUARE FEET OR 13.532 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "A" BY REFERENCE MADE A PART HERETO.

James Signed Solvers Arizona, U.S.A.

DATE: 08/07/2025

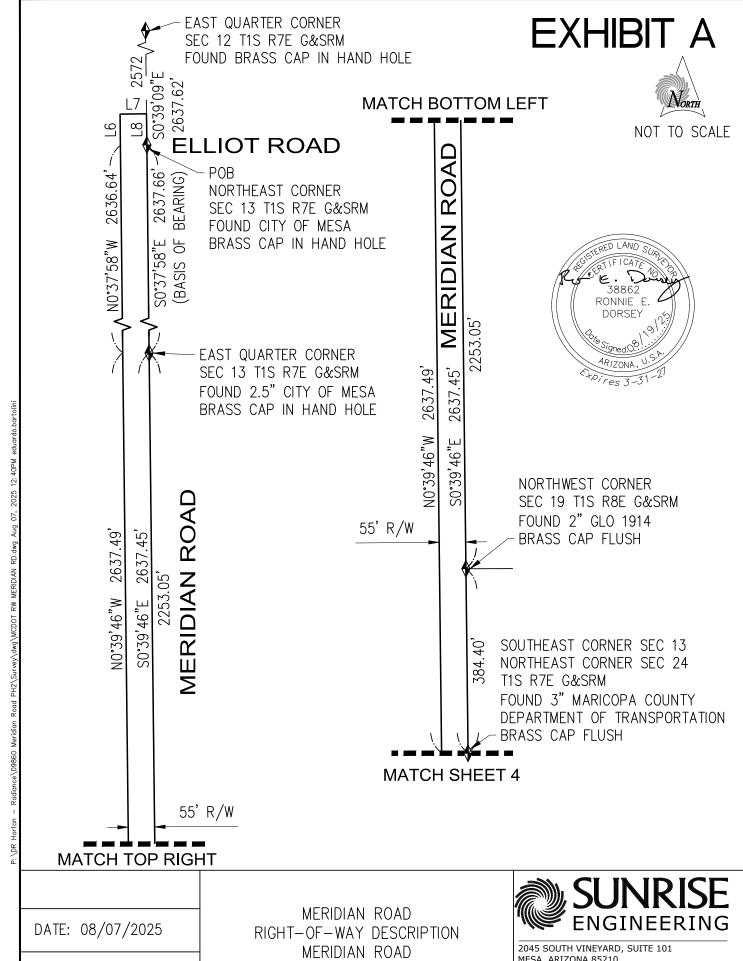
SHEET 2 OF 5

MERIDIAN ROAD
RIGHT-OF-WAY DESCRIPTION
MERIDIAN ROAD

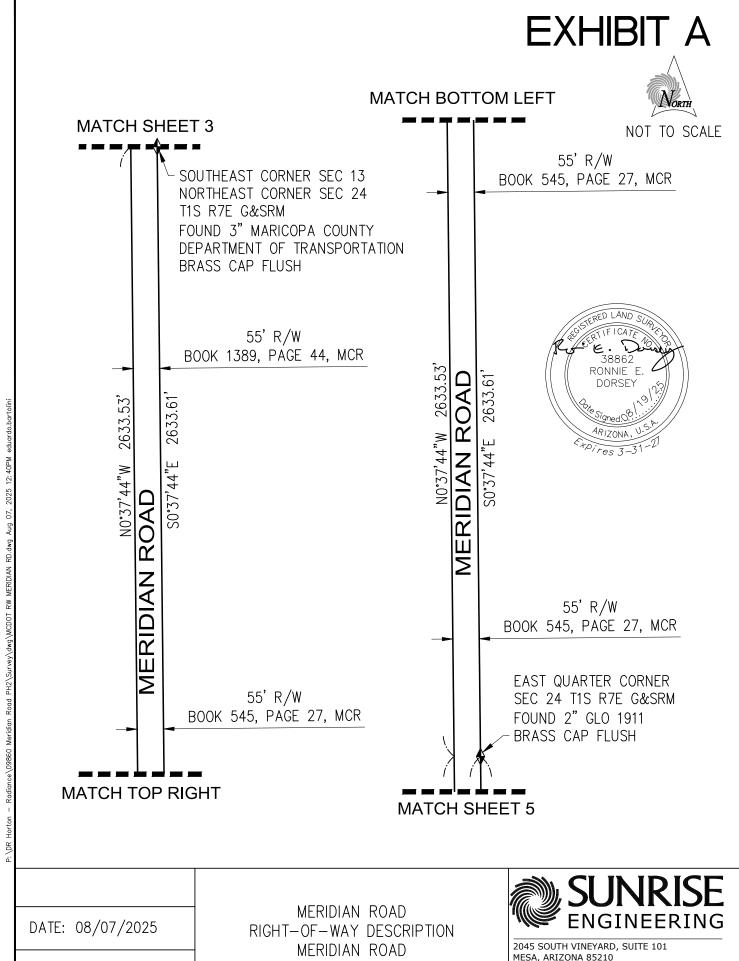


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SHEET 3 OF 5



SHEET 4 OF 5

EXHIBIT A MATCH SHEET 4 EAST QUARTER CORNER LINE TABLE SEC 24 T1S R7E G&SRM FOUND 2" GLO 1911 LINE # **DIRECTION** LENGTH BRASS CAP FLUSH L1 S0°37'36"E 65.01 L2 N89°35'53"W 75.01 2635. L3 N0°37'36"W 65.01 N0°38'07"W 2580.63' 2264.57 .38,01"E L4 N0°38'07"W 55.01 L5 S89°35'53"E 20.00 16 N0°39'09"W 65.00 SOUTHWEST CORNER SEC 19 T1S R8E G&SRM L7 N89°20'51"E 55.00 FOUND GLO 1914 1 BRASS CAP FLUSH L8 S0°39'09"E 65.00 **ABBREVIATIONS** COR CORNER Ε EAST GLO GENERAL LAND OFFICE SOUTHEAST CORNER L5-G&SRM GILA AND SALT RIVER MERIDIAN SEC 24 T1S R7E G&SRM 07, MARICOPA COUNTY RECORDS MCR FOUND 2.5" CITY OF NORTH Ν Road PH2\Survey\dwg\MCDOT RW MERIDIAN RD.dwg APACHE JUNCTION **PLSS** PUBLIC LAND SURVEY SYSTEM BRASS CAP FLUSH POINT OF BEGINNING POB POC POINT OF COMMENCEMENT L2 R **RANGE** R/W RIGHT-OF-WAY EAST QUARTER CORNER SOUTH SEC 25 T1S R7E G&SRM **TOWNSHIP** Τ FOUND 3" MARICOPA COUNTY RONNIE E. **WEST** BRASS CAP FLUSH DORSEY STAMPED "LS 36563-2002" **LEGEND** SUBJECT BOUNDARY LINE PLSS SECTION LINE SOUTH QUARTER CORNER MATCHLINE SEC 24 T1S R7E G&SRM CALCULATED POSITION NOT TO SCALE MERIDIAN ROAD **ENGINEERING** DATE: 08/07/2025 RIGHT-OF-WAY DESCRIPTION 2045 SOUTH VINEYARD, SUITE 101 MERIDIAN ROAD

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SHEET

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