

**SRP-City of Glendale Maintenance Agreement
101 & Northern Ave. Commercial Center**

THIS MAINTENANCE AGREEMENT (“Agreement”) is made and entered into by and between Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State, (“SRP”), and the City of Glendale, an Arizona municipal corporation (“GLENDALE”). “Party” means GLENDALE or SRP, and “Parties” means both entities collectively, as governed by the context in which such word is used.

RECITALS

WHEREAS, Thompson Thrift is constructing the improvements (“Project”) in the GLENDALE public way or right-of-way;

WHEREAS, SRP has certain irrigation utilities (“Pipeline”) in GLENDALE’s right-of-way and has land rights that supersede GLENDALE’s land rights, thereby providing SRP with what are known as Prior Rights;

WHEREAS, the Project is expected to include a roadway that will be constructed on top of the Pipeline;

WHEREAS, the Project may create situations where SRP has to expend more resources to maintain the Pipeline; and

WHEREAS, SRP intends to construct a new Pipeline (“New Pipeline”) outside of the Project boundaries upon completion of a Bureau of Reclamation (“BOR”) land exchange process.

AGREEMENT

NOW, THEREFORE, it is mutually understood and agreed by GLENDALE and SRP as follows:

1. This Agreement only applies to the Pipeline as depicted in Exhibits A and B and New Pipeline, attached hereto and incorporated herein by reference, and as described below.
 - a. 99TH Avenue and Northern Parkway. SRP Station 54+62.9 to STA 64+00.0. More specifically, it covers the 36" and 30" Class III rubber gasket reinforced concrete pipe that will be located in roadway south of Northern Parkway, from SRP Station 54+62.9 Offset 52.0' RT, to SRP Station 64+00.0 Offset 43.0' RT, as shown on EXHIBITS A and B.
2. SRP will be responsible for ownership and maintenance of the Pipeline, including all costs normally associated with such maintenance when the Pipeline crosses the intersection.
3. To the extent that Pipeline maintenance is more costly to SRP as a result of the new location of the Pipeline due to the Thompson Thrift improvements placed on top of or near the Pipeline, GLENDALE, shall reimburse SRP for such approved additional maintenance costs
4. Prior to any maintenance work performed by SRP on the Pipeline in GLENDALE's right-of-way, SRP must: (a) comply with applicable GLENDALE requirements, (b) notify GLENDALE in writing within 48 hours prior to performance of any maintenance work, and (c) satisfy GLENDALE access safety requirements. GLENDALE shall reimburse SRP for the actual

costs incurred by SRP for such compliance to the extent the costs are increased due to Thompson Thrift improvements.

5. The term of this Agreement shall continue for as long as SRP's access to the Pipeline is restricted by the Project.
6. The term of this Agreement will be void once the BOR land exchange process is completed AND the New Pipeline is constructed and in service.
7. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.
8. The terms and provisions of this Agreement shall inure to the benefit of and bind GLENDALE and SRP and their respective successors and permitted assigns.
9. This Agreement shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and GLENDALE agree that any action, suit, or proceeding arising out of or relating to this Agreement shall be initiated and prosecuted in Maricopa County Superior Court located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court.
10. Any disputes under this Agreement shall, at the request of either Party, be referred to a senior level manager of each of the Parties for resolution on an informal basis as promptly as practicable. In the event the senior level managers are unable to resolve the dispute within thirty (30) calendar days of such referral or such other period as the Parties may mutually agree, such dispute shall, unless otherwise mutually agreed by the Parties, be

referred to an executive of each of the Parties for resolution. In the event the executives are unable to resolve the dispute within sixty (60) days of the original referral, either Party may pursue legal remedies in Maricopa County Superior Court. However, the parties agree that prior to commencement of any litigation, they will submit the dispute to private mediation in Maricopa County, Arizona before a mutually-agreeable private mediator.

11. This Agreement shall be effective upon the last date signed below.

IN WITNESS HEREOF, each Party has caused the execution of this Agreement by the undersigned, who is vested with authority to bind such party to the terms and conditions herein.

Salt River Project Agricultural Improvement and Power District, an Arizona agricultural improvement district

City of Glendale

Robert Pane

Bob Pane, Director
Water Engineering and
Transmission

Authorized Signee
[Title]

11/17/22

Date Signed

Date Signed

EXHIBIT A

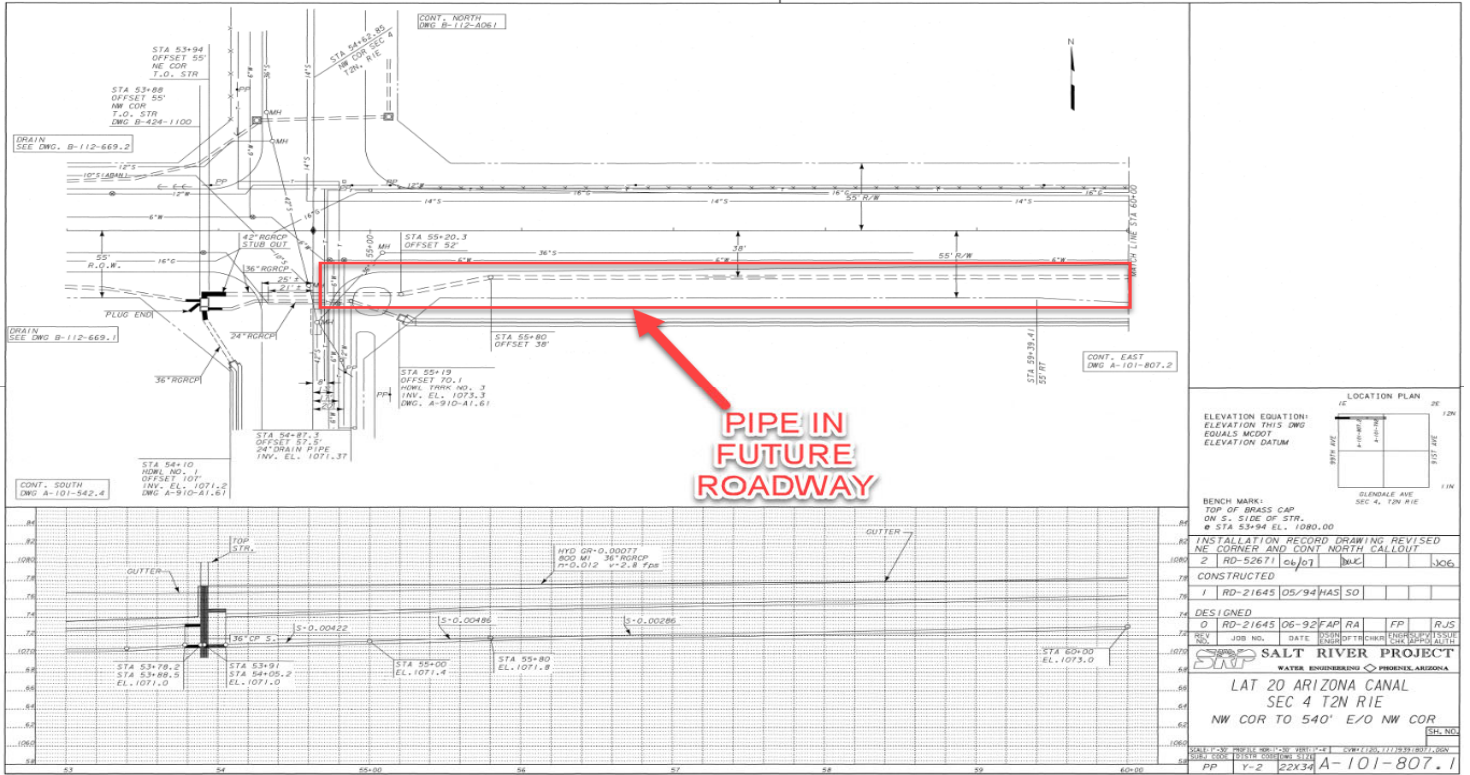


EXHIBIT B

