

06-Fre-180-PM R60.9/R65.1
On Route 180, in the City of Fresno,
from Chestnut Avenue to 0.4 mile
west of Temperance Avenue.

FREEWAY AGREEMENT

THIS AGREEMENT, made and entered into on this 30th day of JULY 2002 by and between the STATE OF CALIFORNIA, acting by and through the Department of Transportation (herein referred to as "STATE"), and the City of Fresno (herein referred to as "CITY"),

WITNESSETH:

WHEREAS, the highway described above has been declared to be a freeway by Resolution of the California Highway Commission on December 18, 1963, from Brawley Avenue to 0.1 mile west of Highland Avenue; and

WHEREAS, the California Transportation Commission, on January 17, 1996 rescinded a portion of State Highway Route 180 as a freeway from North Fowler Avenue to 0.1 mile west of Highland Avenue, and adopted a segment of State Highway Route 180 as a freeway from North Fowler Avenue to 0.2 mile west of DeWolf Avenue; and

WHEREAS, STATE and the County of Fresno have entered into a Freeway Agreement dated March 25, 1969, relating to that portion of State Highway Route from First Street to 0.3 mile east of Clovis Avenue; and

WHEREAS, STATE and the County of Fresno have entered into a Freeway Agreement dated January 11, 2000, relating to that portion of State Highway Route from Winery avenue to 0.8 mile east of Temperance Avenue; and

WHEREAS, CITY has subsequently annexed certain areas including portions of such freeway covered by said Freeway Agreement dated March 25, 1969 with County of Fresno; and

WHEREAS, a revised plan map for such freeway has been prepared showing the proposed plan of the STATE as it affects streets of the CITY; and

WHEREAS, it is the mutual desire of the parties hereto to enter into a new Freeway Agreement in accordance with the revised plan of said freeway;

NOW, THEREFORE, IT IS AGREED:

1. This Agreement supersedes in its entirety said Freeway Agreement with County of Fresno dated March 25, 1969.
2. This Agreement supersedes that portion of said Freeway Agreement with County of Fresno dated January 11, 2000 from Chestnut Avenue to 0.4 mile east of Temperance Avenue.
3. CITY agrees and consents to the closing of CITY streets, relocation of CITY streets, construction of frontage roads and other local roads, and other construction affecting CITY streets, all as shown on said plan map attached hereto marked Exhibit A and made a part hereof by this reference.

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4. STATE shall, in construction of the freeway and at STATE's expense, make such changes affecting CITY streets in accordance with the plan map attached hereto marked Exhibit A.

5. STATE agrees to acquire all necessary right of way as may be required for construction, reconstruction, or alteration of CITY streets, frontage roads, and other CITY roads, and CITY hereby authorizes STATE to acquire in its behalf all such necessary right of way.

6. It is understood between the parties that the right of way may be acquired in sections or units, and that both as to the acquisition of right of way and the construction of the freeway projects, the obligations of STATE hereunder shall be carried out at such time and for such unit or units of the projects as funds are budgeted and made lawfully available for such expenditures.


7. CITY will accept control and maintenance over each of the relocated or reconstructed CITY streets, and the frontage roads, and other STATE constructed local roads, on receipt of written notice to CITY from STATE that the work thereon has been completed, except for any portion which is adopted by STATE as a part of the freeway proper. CITY will accept title to the portions of such roads lying outside the freeway limits, upon relinquishment by STATE.

8. This agreement may be modified at any time by the mutual consent of the parties hereto, as may become necessary for the best accomplishment, through STATE and CITY cooperation, of the whole freeway project for the benefit of the people of the STATE and CITY.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

STATE OF CALIFORNIA
Department of Transportation

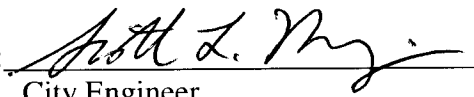
WILL KEMPTON
Director of Transportation


TERRY L. ABBOTT
Chief Design Engineer

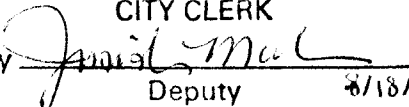
APPROVED AS TO FORM:


Attorney (State)

THE CITY OF FRESNO

BY: 
City Engineer

ATTEST:
REBECCA E. KLISCH
CITY CLERK

By 
Deputy 8/18/09

APPROVED AS TO FORM:

BY: 
City Attorney
Laurie Avedisian