

**STATE HIGHWAY
RELINQUISHMENT AGREEMENT**

This AGREEMENT, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Fresno, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

RECITALS

1. CALTRANS and CITY, pursuant to California Streets and Highways Code Section 73, are authorized to enter into a cooperative agreement in order to relinquish to CITY a portion of a State Highway within CITY's jurisdiction.
2. CALTRANS intends to relinquish to CITY that portion of State Route 41 consisting of portion of Bridge #42-0112 from 0.1 mile south of CITY limit to the CITY/County of Madera Limit Line, as shown in Exhibit A, which is attached to and made a part of this agreement, referred to hereinafter as RELINQUISHED FACILITIES. This is a continuation of Relinquishment Agreement 06-1367. This relinquishment is based on superseded highway. CITY is willing to accept said RELINQUISHED FACILITIES upon approval by the California Transportation Commission (CTC) of a Resolution of Relinquishment and CALTRANS's recording of said Resolution with the County Recorder's Office.
3. CALTRANS and CITY agree that RELINQUISHED FACILITIES are currently in a state of good repair.
4. CALTRANS and CITY, collectively referred to as PARTIES, herein intend to define the terms and conditions under which relinquishment of the RELINQUISHED FACILITIES is to be accomplished.

SECTION I

CITY AGREES:

1. Execution of this AGREEMENT constitutes CITY's waiver of CALTRANS's obligation to provide ninety (90) days prior notice of CALTRANS's "Intention to Relinquish" as set forth in Streets and Highways Code Section 73.

2. To accept ownership, including all of CALTRANS's current obligations, rights, title and interest in RELINQUISHED FACILITIES upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office and to thereafter operate, maintain, and be liable for RELINQUISHED FACILITIES at no additional cost to CALTRANS.
3. To accept the RELINQUISHED FACILITIES in their current environmental condition and setting, including but not limited to, the presence of hazardous materials as described in the FRE 41 Seismic Retrofit – Initial Site Assessment for HMDD (Relinquishment): Relinquishment No. 85775 (Segment 1), dated November 29, 2021. CITY has received and reviewed a copy of the above-referenced document. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, CALTRANS will not be responsible for any present or future remediation of said hazardous materials.

SECTION II

CALTRANS AGREES:

1. To relinquish, upon the approval of the CTC's Resolution of Relinquishment, the RELINQUISHED FACILITIES.
2. To submit the CTC Resolution of Relinquishment to the County Recorder's Office for recording.
3. Upon CITY's specific request, to transfer to CITY within sixty (60) days of such request, copies of available CALTRANS records and files for the RELINQUISHED FACILITIES, such as plans, survey data and right-of-way information.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, State Budget Act authority, programming of funds by the California Transportation Commission (CTC) and the allocation thereof by the CTC.
2. CALTRANS reserves the right to enter, at no cost to CALTRANS, the RELINQUISHED FACILITIES, to modify or add signage, drainage, and other improvements necessary for State Highway operations. CITY agrees to allow CALTRANS access to operate,

maintain, add, remove, or modify CALTRANS' facilities retained in those RELINQUISHED FACILITIES.

3. CITY shall fully defend, indemnify and save harmless CALTRANS and all of its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the FRE 41 Seismic Retrofit – Initial Site Assessment for HMDD (Relinquishment) No. 85775 (Segment 1), dated November 29, 2021, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred on or arise after the date of the recordation of the CTC's Resolution of Relinquishment.
4. CALTRANS shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including, but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the FRE 41 Seismic Retrofit – Initial Site Assessment for HMDD (Relinquishment) No. 85775 (Segment 1), dated November 20, 2021, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred or arose before the date of recordation of the CTC's Resolution of Relinquishment.
5. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify and save harmless CALTRANS and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
6. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability

occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

7. No alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES hereto.
8. This AGREEMENT shall terminate upon recordation of the CTC's Resolution of Relinquishment for the RELINQUISHED FACILITIES in the County Recorder's Office except for those provisions which relate to indemnification, ownership, operation, and maintenance, which shall remain in effect until terminated or modified in writing by mutual agreement.

Agreement No 06-1711
Project ID 0612000114
EA 0N990
06 FRE 41 (33.3/33.4)

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

CITY OF FRESNO

Project Manager: Brian Russell

Phone Number: (559) 621-1309

E-mail: brian.russell@fresno.gov

Billing Address: 2101 G. Street, Building E, Fresno, CA 93706

CALTRANS

Project Manager: Anand Kapoor

Phone Number: (559) 240-9032

E-mail: anand.kapoor@dot.ca.gov

SIGNATURES

PARTIES are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF FRESNO

By: _____
Diana Gomez
District Director

By: _____
Scott L. Mozier
Director of Public Works

ATTEST:

VERIFICATION OF FUNDS &
AUTHORITY:

By: _____
Todd Stermer
City Clerk

By: William Etherton
William Etherton (Feb 16, 2022 13:28 PST)
William Etherton
District Budget Manager

APPROVED AS TO FORM AND
PROCEDURE:

By: Pauline Brickey
Pauline Brickey (Feb 23, 2022 13:47 PST)
Douglas Sloan
City Attorney

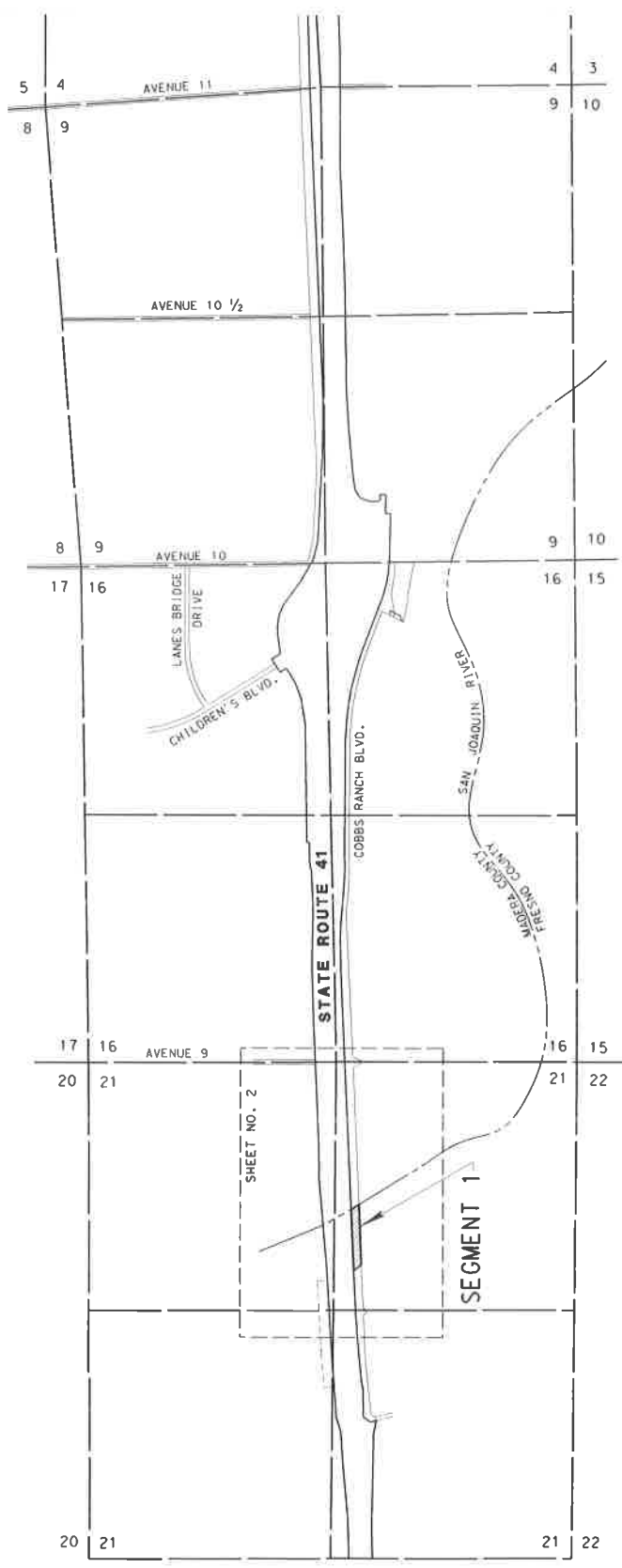
Agreement No 06-1711
Project ID 0612000114
EA 0N990
06 FRE 41 (33.3/33.4)

EXHIBIT A– Relinquishment Map

See Attachment, Relinquishment Map 85775

DIST.	COUNTY	ROUTE	POST MILE	SHEET	TOTAL SHEETS
6	FRE	41	33.4	1	2

Prepared by: Alfonso R. Medina
 PROFESSIONAL LAND SURVEYOR
 License No. 1147
 State of California
 The State of California or its officers or agents shall not be held responsible for compliance of electronic copies of this plan with the original.



T. 12S., R. 20E., M.D.B.&M.

RELINQUISHMENT MAP
 STATE OF CALIFORNIA
 CALIFORNIA STATE TRANSPORTATION AGENCY
 DEPARTMENT OF TRANSPORTATION
 RELINQUISHMENT NO. 85775
 CONSISTING OF 1 SEGMENT TO THE
 CITY OF FRESNO

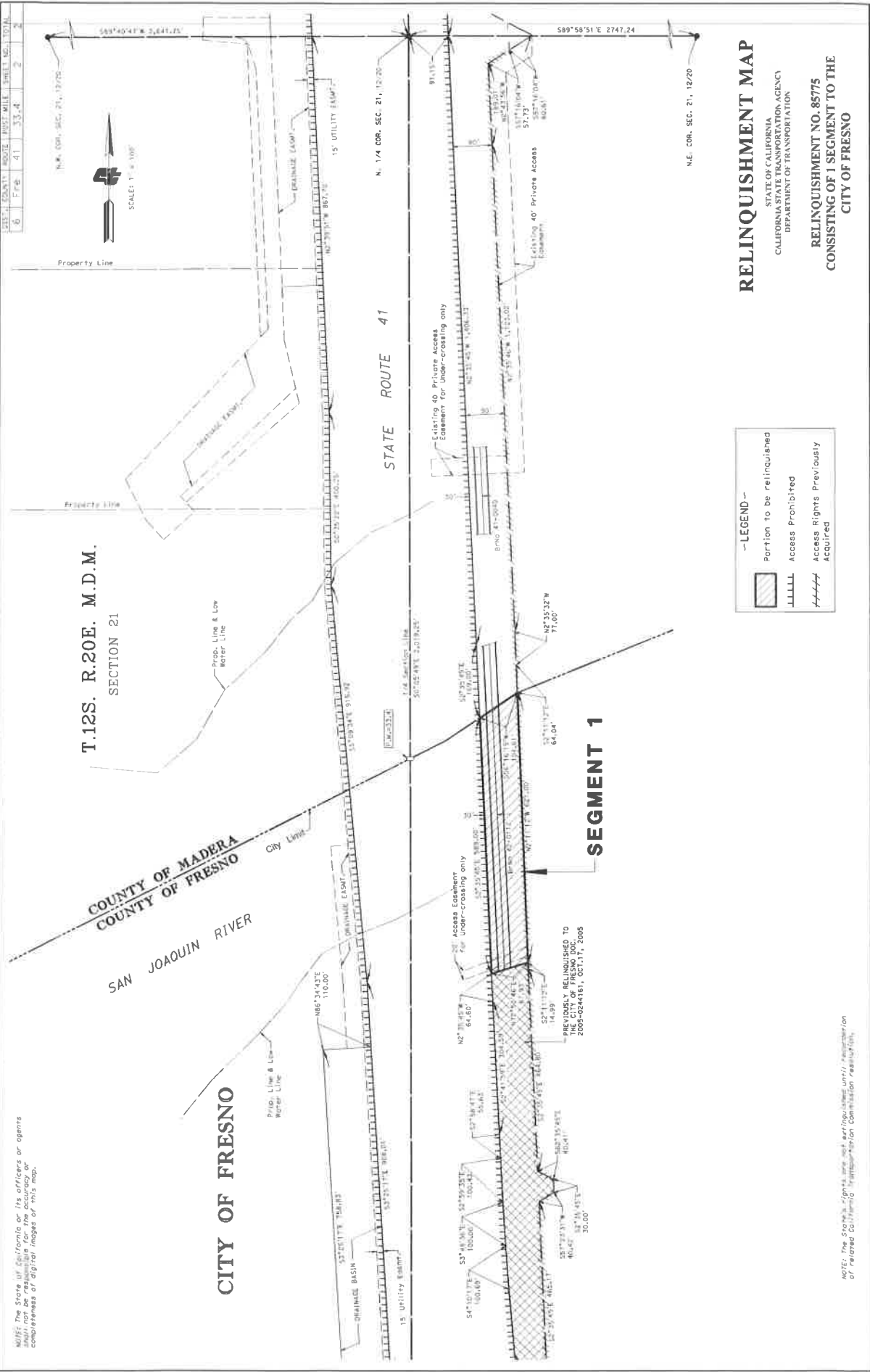


NOTE: STATE'S RIGHTS ARE NOT EXTINGUISHED UNTIL RECORDATION OF RELATED CTC RESOLUTION

Highway No. _____
 Filed for record on _____ day of _____ 20____
 in State Highway Map Book _____ of pages _____
 Fresno County Records at the request of the
 California Department of Transportation.
 File No. 1 Filed in Compliance with Sections 128 & 129
 of the Streets and Highways Code.
 County Recorder _____
 City _____
 Deputy Recorder _____

LEGEND


 Portion to be Relinquished



SECTION	COUNTY	ROUTE	POST. MILE	SHEET NO.	TOTAL
6	Fres	41	33.4	2	2

N.E. COR. SEC. 21, 12/20

SCALE: 1" = 100'

58°45'41" W 2,641.25'

58°58'51" E 2747.24'

N.E. COR. SEC. 21, 12/20

N. 1/4 COR. SEC. 21, 12/20

91.17'

57°16'04" W 57.73'

86°21'56" W 107.41'

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T.12S. R.20E. M.D.M.
SECTION 21

COUNTY OF MADERA
COUNTY OF FRESNO
SAN JOAQUIN RIVER

CITY OF FRESNO

STATE ROUTE 41

SEGMENT 1

LEGEND

- Portion to be relinquished
- Access Prohibited
- Access Rights Previously Acquired

RELINQUISHMENT MAP
STATE OF CALIFORNIA
CALIFORNIA STATE HIGHWAY AGENCY
DEPARTMENT OF TRANSPORTATION

RELINQUISHMENT NO. 85775
CONSISTING OF 1 SEGMENT TO THE
CITY OF FRESNO

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

PREVIOUSLY RELINQUISHED TO THE CITY OF FRESNO DOC. 2005-0244761, OCT.17, 2005

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

Memorandum

To: SOM PHONGSAVANH
Associate Environmental Planner
Southern San Joaquin Valley
Management Branch III
Michael Leongson

From: MICHAEL LEONGSON, PE 78953
Senior Transportation Engineer
Southern San Joaquin Valley
Engineering Branch
Hazardous Waste and Paleontology

Date: November 29, 2021

File: 06-0N9903
06-1200-0114
FRE 41, PM 33.4

Subject: FRE 41 SEISIC RETROFIT – INITIAL SITE ASSESSMENT FOR HMDD (RELINQUISHMENT)

The environmental review, consultation, and any other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by the California Department of Transportation (Caltrans) pursuant to 23 United States Code (U.S.C.) 327 and the Memorandum of Understanding dated December 23, 2016 and executed by Federal Highway Administration (FHWA) and Caltrans.

The Hazardous Waste Branch is responding to a request to provide an Initial Site Assessment (ISA)/Compliance Study for the following parcel: Relinquishment No. 85775 Segment 1 (identified as "REL 85775" hereafter). REL 85775 is in the City of Fresno along State Route (SR) 41 at Post Mile (PM) 33.4.

Site Description and Current Site Use

REL 85775, which will be relinquished to the City of Fresno, includes a portion of the old San Joaquin River Bridge (No. 42-0112) and right of way (ROW) within the riverbed. Note: The segment immediately to the south of REL 85775 was previously relinquished to the City of Fresno on October 17, 2005 (Doc. 2005-0244161). Please review the Attachments for a complete set of Relinquishment Maps.

Utility Easements and Pipelines

A review of Caltrans records indicates that the following easement exists on the parcel:

- A 20-foot wide access easement for Undercrossing Bridge (No. 42-0112) is present on the southern portion of REL 85775 Segment 1.

Environmental Database Summary

The following five Cal/EPA Data Resources, commonly referred to as the 'Cortese List', were searched for this review:

- EnviroStor database, list of hazardous waste and substances sites, Department of Toxic Substances Control (DTSC)
- GeoTracker database, list of open/active and closed leaking underground storage tank (LUST) sites, State Water Resources Control Board (SWRCB)
- Sites identified with waste constituents above hazardous waste levels outside the waste management unit, SWRCB
 - List of active Cease and Desist Orders and Cleanup and Abatement Orders (CDO/CAO), SWRCB
 - List of hazardous waste facilities subject to corrective action, DTSC

Additional searches included:

- SWIS database, Solid Waste Information System, Department of Resources Recycling and Recovery (Cal-Recycle)
- Department of Conservation, California Geologic Energy Management Division (CalGEM) database
- California Environmental Protection Agency (CalEPA) Regulated Sites database

The regulatory database search did not identify any active investigation/mitigation sites adjacent to or within the relinquishment area.

Aerially Deposited Lead

Tetraethyl lead was first added to gasoline, as an anti-knock additive, in the early 1920s. California ended the use of leaded fuel for any on-road motor vehicles in 1994, with the remainder of the United States banning use in 1996.

Lead is still an additive to aviation fuels. Particulate lead was discharged in vehicle exhaust settling on and along California's highways. The lead discharged from motor vehicles that accumulated in roadside soil is referred to as aerially deposited lead (ADL). Elevated concentrations of ADL are present in roadside soils throughout California. Caltrans has not sampled for ADL in the relinquishment area.

Striping/Pavement Markings

Lead chromate was a constituent of striping paint and pavement marking materials but has been phased out by Caltrans. However, older striping and pavement marking materials having elevated concentration of lead may still be present. Caltrans has not tested these materials to determine if they contain lead chromate. These materials must be appropriately managed if they contain elevated lead chromate.

California Geologic Survey Mineral Hazard Database Review

The California Geologic Survey has compiled maps identifying mineral hazards within California, including petroleum, lithologic units and structures containing naturally occurring asbestos, mercury, and other mineral hazards.

These maps indicate that the relinquishment area is not located within a geologic unit known to contain naturally occurring asbestos or other hazardous minerals. There are no faults mapped on the CGS maps within the relinquishment areas where naturally occurring asbestos may be present on the slip faces. There are no known gas wells, oil wells, or seeps identified on the CGS or California Geologic Energy management Division (CalGEM) GIS maps within or adjacent to the relinquishment area.

Chemically Treated Wood

Wood products such as signposts are commonly treated with chemical preservatives to protect the wood from insects, microorganisms, fungi, and other environmental conditions that can cause wood decay. Treated wood contains elevated concentrations of hazardous chemicals, once these wood products are removed from service they must be disposed of as a hazardous material at a California disposal site operating under a DTSC permit (Class I landfill).

Based upon visual survey of the relinquishment area by vehicle and Google Earth Street-View imagery, guardrail posts/wooden signpost(s)/power poles are not present within the area to be relinquished.

06-0N9903 FRE 41 Seismic Retrofit

November 29, 2021

Page 4

Visual Observations

Caltrans conducted a visual survey of the relinquishment area by vehicle and Google Earth Street-View imagery and identified graffiti on select bents of the bridge. It is unknown whether the chemical composition of the paint contains hazardous concentrations of lead and/or chromium or other heavy metals.

If additional information is needed, please contact Kai Pavel at (559) 612-6364.

Attachments:

Right of Way/Appraisal Maps (2 Sheets)

HMDD Disposal (ENV-0001-D)

HAZARDOUS MATERIALS DISCLOSURE DOCUMENT - DISPOSAL

ENV-0001-D (NEW 03/2009)

This document provides written disclosure that the referenced property, as shown on the map(s) attached, has been reviewed by the District Hazardous Waste Technical Staff (located in Environmental or Environmental Engineering) and provides direction regarding property disposal based upon that review.

11/29/2021

DATE

06/FRE/41/33.4

DIST/CO/RTE/PM (KP)

REL No. 85775 (Segment 1)

APPRAISAL MAP NO.

06-0N9903

EA

01/23/2020

MAP DATE

FRE 41 Seismic Retrofit

PROJECT NAME OR DESCRIPTION

ACTION SUMMARY

These Parcels Can Be Sold or Exchanged:

RW PARCEL NUMBER(S):

REL No. 85775 (Segment 1)

These Parcels Can Be Sold or Exchanged With Full Information Disclosure:

RW PARCEL NUMBER(S):

These Parcels Can **NOT** Currently Be Sold or Exchanged:

RW PARCEL NUMBER(S):

See subsequent pages for detailed information regarding property condition and status.

Form Prepared By: Kai PavelMichael Loongson**Approved by District Hazardous Waste Supervisor**11/29/21**Date**

HAZARDOUS MATERIALS DISCLOSURE DOCUMENT - DISPOSAL

ENV-0001-D (NEW 03/2009)

**HAZARDOUS MATERIALS DISCLOSURE DOCUMENT- DISPOSAL
DETAIL**

Parcel #s

- (REL. 85775 Segment 1) 1. Based upon an Initial Site Assessment, the referenced parcel(s) are considered free of significant hazardous materials (describe potential sources of minor contamination in the Comments section). Subject parcel(s) can be sold or exchanged.
2. The referenced parcel(s) do not require cleanup cost estimates, but have been identified as having:
- () (a) minor soil contamination. A hazardous waste Site investigation [has / has not] been performed on the referenced parcel(s) (if not performed explain the source of knowledge in the Comments section). Subject parcel(s) can be sold or exchanged.;
- () (b) contaminated groundwater under the property. A hazardous waste Site investigation [has / has not] been performed on the referenced parcel(s) (if not performed explain the source of knowledge in the Comments section). The source of contamination has been determined not to be attributed to the Caltrans property or operations (an indemnification letter from the local, state or federal regulatory authority [is / is not] attached). Subject parcel(s) can be sold or exchanged.;
- () (c) contaminated groundwater under the property. A hazardous waste Site investigation [has / has not] been performed on the referenced parcel(s) (if not performed explain the source of knowledge in the Comments section). However, the source of contamination has been removed or remediated to regulatory cleanup levels (attach closure letter). Subject parcel(s) can be sold or exchanged with full information disclosure.;
- () (d) lead soil contamination, probably as a result of aerial deposition of vehicular gasoline emissions. A project specific hazardous waste Site Investigation [has / has not] been performed on the referenced parcel(s) (if not performed explain the source of knowledge in the Comments section). Subject parcel(s) can be sold or exchanged with full information disclosure.;
- () (e) hazardous materials previously present on the referenced parcel(s) that have been sufficiently remediated. A hazardous waste Site Investigation [has / has not] been performed on the referenced parcel(s) (if not performed explain the source of knowledge in the Comments section). A regulatory closure letter, if appropriate, is attached. The subject parcel(s) can be sold or exchanged with appropriate and full information disclosure and/or deed restrictions.

HAZARDOUS MATERIALS DISCLOSURE DOCUMENT - DISPOSAL

ENV-0001-D (NEW 03/2009)

- () 3. This document includes, as an attachment, a hazardous waste Site Investigation report stating the nature and extent of contamination and cleanup cost estimates for the referenced parcel(s). However, cleanup is not required pursuant to state or federal law. The subject parcel(s) can be sold or exchanged with appropriate and full information disclosure and/or deed restrictions..
- () 4. This document includes the hazardous waste Site Investigation work schedule or cleanup plans, schedule, and current status for the referenced parcel(s), as an attachment. The work will be completed by [Caltrans / a responsible party]. The subject parcel(s) **can not be sold or exchanged** until remediation is complete. The District must request a Category 2D Environmental Hold on the subject parcel(s). (Note: Attach this *Hazardous Materials Disclosure Document - Disposal* to the *Application to Hold Excess Land* request form - RW 16-3).
- () 5. The referenced parcel(s) have been identified as containing or potentially containing, hazardous materials and **can not be sold or exchanged**. The District must request a Category 2D Environmental Hold on the subject parcel(s). (Note: Attach this *Hazardous Materials Disclosure Document - Disposal* to the *Application to Hold Excess Land* request form - RW 16-3). The *Hazardous Materials Disclosure Document - Disposal* will be updated when the parcel can be sold or exchanged. In addition:
- () (a) an appropriate hazardous waste Site Investigation must be performed to determine the nature and extent of contamination, and remedial cost estimates. Proper charging codes and expenditure authorization (EA) need to be provided to the District Hazardous Waste Technical Specialist. Site Investigation is anticipated to be completed by _____ (date).;
- () (b) a hazardous waste Site Investigation, for potentially contaminated adjacent property, will be scheduled by the District Hazardous Waste Technical Specialist when a permit to enter is obtained by the District/Region Right of Way Office. The permit request was submitted on _____ (date) and the Site Investigation is anticipated to be completed by _____ (date).;
- () (c) hazardous waste Site Investigation studies are complete and either a regulatory case closure is being obtained or the site requires cleanup or long-term monitoring. Resolution is expected by _____ (date).;
- () 6. Other: Explain in the Comments section below. (NOTE: Disposal of property without adequate investigation is an unacceptable risk. If adequate investigation has not been completed, use #4 or #5 above).

Comments

Caltrans has not conducted a preliminary site investigation of the property to be relinquished (REL 85775 Segment 1). Elevated concentrations of aerially deposited lead (ADL) may be present in roadside soils (at the bridge approaches). Caltrans has not sampled for ADL at REL 85775 Segment 1, as the property to be relinquished is a freestanding bridge structure. A Lead Compliance Plan (LCP) is required to provide worker safety and guidance for handling of impacted materials. The graffiti paint observed on select bridge bents may contain hazardous concentrations of lead and/or chromium, or other heavy metals. The entirety of this information shall be disclosed to the public and to future owners of REL 85775 Segment 1.