

In the City of Fresno on Route 99
from El Dorado Street to 0.9 miles
south of Herndon Avenue

FREEWAY AGREEMENT

THIS AGREEMENT, made and entered into on this 6th day of JUNE, 2013,
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
Resolutions of the California Transportation Commission on July 20, 1944, May 19, 1949 and
August 21 1956; and

WHEREAS, STATE and CITY have entered into a Freeway Agreement dated January 13,
1966 relating to that portion of State Highway Route 99 from Inyo Street to Thorne Avenue and
from Belmont Avenue to West Avenue; and

WHEREAS, STATE and Fresno County have entered into a supplemental Freeway
Agreement dated October 28, 1952 relating to that portion of State Highway Route 99 from
Thorne (Tehama) Street to Belmont Avenue and from West Avenue to Clinton Avenue; and

WHEREAS, CITY has subsequently annexed certain areas including portions of such
freeway covered by said Freeway Agreement dated October 28, 1952 with the County of Fresno;
and

WHEREAS, STATE and Fresno County have entered into a supplemental Freeway
Agreement dated July 26, 1960 relating to that portion of State Highway Route 99 from Clinton
Avenue to the Fresno-Madera County Line; and

WHEREAS, CITY has subsequently annexed certain areas including portions of such
freeway covered by said Freeway Agreement dated July 26, 1960 with the 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 that portion of said Freeway Agreement dated January 13,
1966 from El Dorado Street to Thorne Avenue and from Belmont Avenue to West Avenue.
2. This Agreement supersedes in its entirety said Freeway Agreement dated October 28,
1952.

3. This Agreement supersedes that portion of said Freeway Agreement dated July 26, 1960 from Clinton Avenue to 1.5 miles south of Herndon Avenue.

4. 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.

5. The obligations of STATE and CITY with respect to the funding and construction of the freeway project will always be dealt with in separate Cooperative Agreement(s) between the parties dated, and any amendments thereto, or Encroachment Permits issued to CITY. The parties responsible for the construction of the freeway shall make any changes affecting CITY streets only in accordance with the plan map attached hereto, marked Exhibit A.

6. The obligations of STATE and CITY with respect to the acquisition of the rights of way required for the construction, reconstruction, or alteration of the freeway and CITY streets, frontage roads, and other local roads will always be dealt with in separate Cooperative Agreement(s) between the parties dated, and any amendments thereto or Encroachment Permits issued to CITY.

7. It is understood between the parties that the rights 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 and CITY 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.

8. 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. If acquired by STATE, CITY will accept title to the portions of such roads lying outside the freeway limits, upon relinquishment by STATE.

9. This agreement may be modified at any time by the mutual consent of the parties hereto, as needed to best accomplish, through STATE and CITY cooperation, the completion of the whole freeway project for the benefit of the people of the STATE and of the CITY.

06-Fre-99-PM 21.5/29.5
In the City of Fresno on Route 99
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south of Herndon Avenue

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

CITY OF FRESNO
By

MALCOLM DOUGHERTY
Director of Transportation
By

for 
PATRICK N. WIEMILLER
Public Works Director

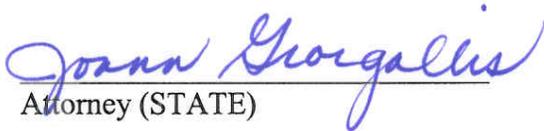

TIMOTHY CRAGGS
Acting, Chief Design Engineer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney (STATE)

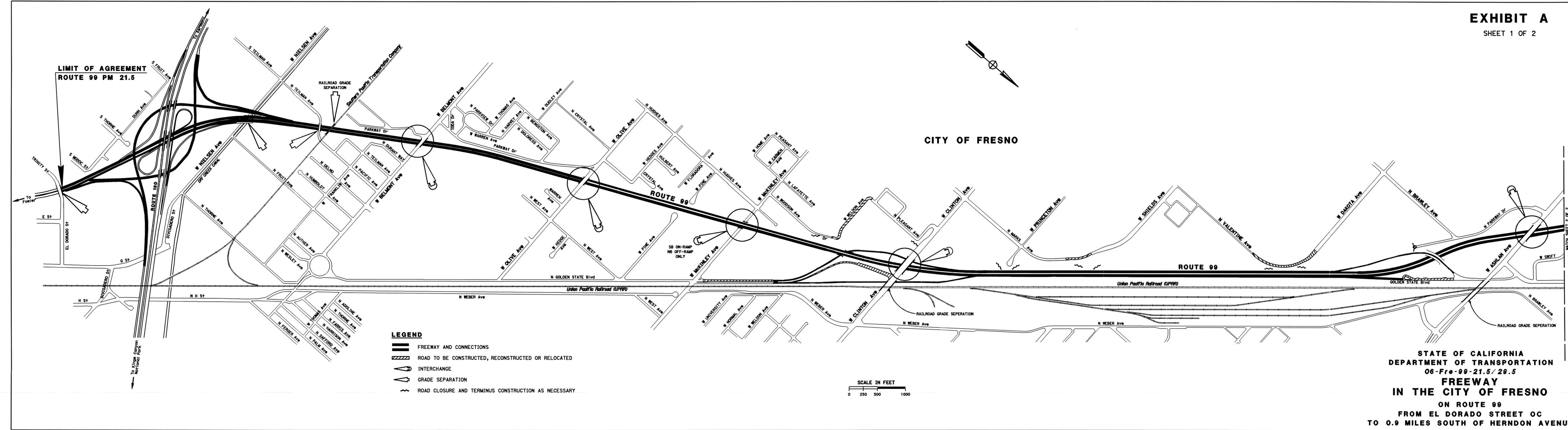
DOUGLAS T. SLOAN
Attorney (CITY)


Attorney (STATE)

 6/6/13
RAJ SINGH BADHESHA
Deputy Attorney (CITY)

EXHIBIT A

SHEET 1 OF 2



- LEGEND**
- FREEWAY AND CONNECTIONS
 - ROAD TO BE CONSTRUCTED, RECONSTRUCTED OR RELOCATED
 - INTERCHANGE
 - GRADE SEPARATION
 - ROAD CLOSURE AND TERMINUS CONSTRUCTION AS NECESSARY

SCALE IN FEET
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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
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IN THE CITY OF FRESNO
ON ROUTE 99
FROM EL DORADO STREET OC
TO 0.9 MILES SOUTH OF HERNDON AVENUE

