

## **FREEWAY AGREEMENT**

THIS AGREEMENT, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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 February 20, 1964, relating to that portion of State Highway Route 99 between Church Avenue and Inyo Avenue; and

WHEREAS, STATE and the County of Fresno have entered into a Freeway Agreement dated March 31, 1964 relating to that portion of State Highway Route 99 in the City of Fresno between 0.4 mile south of Highland Avenue and Church Avenue; and

WHEREAS, CITY has subsequently annexed certain areas including portions of such freeway covered by said Freeway Agreement dated March 31, 1964 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 roads 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 dated February 20, 1964, from Inyo Street to Church Avenue.

This Agreement supersedes that portion of said Freeway Agreement dated March 31, 1964, from 0.1 mile south of Chestnut Avenue to Church Avenue.

2. CITY agrees and consents to the closing of CITY roads, relocation of CITY roads, construction of frontage roads and other local roads, and other construction affecting CITY roads, all as shown on the plan map attached hereto, marked Exhibit A, and made a part hereof by reference.

3. 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, 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 roads only in accordance with the plan map attached hereto, marked Exhibit A.

4. 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 roads, frontage roads, and other local roads will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto or Encroachment Permits issued to CITY.

5. 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 project, the obligations of STATE and CITY hereunder shall be carried out at such time and for such unit or units of the project as funds are budgeted and made lawfully available for such expenditures.

6. CITY will accept control and maintenance over each of the relocated or reconstructed CITY roads, any frontage roads, and other local roads constructed as part of the project, on receipt of written confirmation 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.

7. 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.

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

TONY TAVARES  
Director of Transportation  
By

\_\_\_\_\_  
DIANA GOMEZ  
District 6 Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney (State)

THE CITY OF FRESNO  
By

\_\_\_\_\_  
SCOTT MOZIER  
Public Works Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney (CITY)