

FREEWAY AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 20____, by and between the STATE OF CALIFORNIA acting by and through the Department of Transportation (herein referred to as "STATE"), and the City and County of San Francisco (herein referred to as "CITY"),

WITNESSETH:

WHEREAS, the highway described above has been declared to be a freeway by Resolution of the California Transportation Commission on April 15th 1948 and March 25th 2015; and

WHEREAS, STATE and CITY have entered into a Freeway Agreement dated May 29, 1951, on State Highway Route 80 between 8th Street and San Francisco-Oakland Bay Bridge; 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, dated May 29, 1951.
2. CITY agrees and consents to the closing of CITY streets, relocation of CITY streets, construction of frontage roads and other local streets, and other construction affecting CITY streets, 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 streets 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 streets, frontage roads, and other local streets 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 streets, any frontage roads, and other local streets 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 streets 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.

04-SF-80-PM L3.8/8.9
In the City and County of San Francisco
On Route 80 from Bryant Street
To the SF/Alameda County Limits

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

THE CITY AND COUNTY OF SAN
FRANCISCO
By

LAURIE BERMAN
Director of Transportation
By

HELENA "LENKA" CULIK-CARO
District 4 Deputy Director, Design

MOHAMMED NURU
Director, Public Works

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney (State)

Attorney (City)