

FREEWAY AGREEMENT

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THIS AGREEMENT, made and entered into on this

31 day of October, 1995, by and

between the STATE OF CALIFORNIA, acting by and through the
Department of Transportation (herein referred to as "STATE"), and
the City of Sunnyvale (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
May 18, 1944; and

WHEREAS, STATE and CITY have entered into a Freeway
Agreement dated September 8, 1959 relating to those portions of
State Highway Route 68 (now Route 101) and State Highway Route 113
(now Route 237) between the west city limits and the east city
limits; and

WHEREAS, STATE and CITY have also entered into a Freeway
Agreement dated March 26, 1974 relating to that portion of State
Highway Route 101 from 0.3 mile east of Fair Oaks Avenue to 0.1
mile east of Fair Oaks Avenue; and

WHEREAS, STATE and the County of Santa Clara have also
entered into a Freeway Agreement dated March 30, 1959 relating to

that portion of State Highway Route 101 between Borregas Avenue and 0.25 mile north of Brokaw Road; and

WHEREAS, City has subsequently annexed certain areas including portions of such freeway covered by said Freeway Agreement dated March 30, 1959 with the County of Santa Clara; and

WHEREAS, a revised plan map for such freeway has been prepared showing the proposed plan of 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:

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1. This Agreement supersedes in its entirety said Freeway Agreements dated March 26, 1974 and March 30, 1959 and supersedes that portion of said Freeway Agreement dated September 8, 1959 on State Highway Route 101 from the east city limits to Borregas Avenue.

2. 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.

3. 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. It is understood by both parties that STATE's obligation to construct

the Lawrence Expressway interchange is conditioned upon execution of cooperative agreement with the County of Santa Clara specifying construction participation.

4. 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 local roads, and CITY hereby authorizes STATE to acquire in its behalf all such necessary right of way. It is understood by both parties that STATE's obligation to acquire right of way for construction of the Lawrence Expressway interchange is conditioned upon execution of cooperative agreement with the County of Santa Clara specifying right of way participation.

5. 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.

6. 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.

7. 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 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

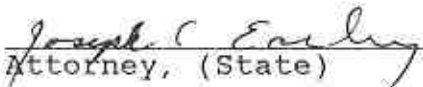
JAMES W. VAN LOBEN SELS
Director of Transportation

By 
Project Planning and Design Engineer

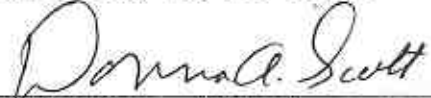
CITY OF SUNNYVALE


City Manager

APPROVED AS TO FORM:


Attorney, (State)

APPROVED AS TO FORM:


Attorney, (City) 11-16-95

LIMIT OF AGREEMENT

PM 43.3

SANTA CLARA

LIMIT OF AGREEMENT

PM 45.4

EXHIBIT A

FREEWAY AGREEMENT DATE
OCTOBER 31, 1995

- LEGEND
- FREEWAY AND CONNECTION
 - FRONTAGE ROAD OR OTHER LOCAL ROAD

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
04-SCI-101-PM 43.3 TO PM 45.4
FREEWAY

IN THE CITY OF SUNNYVALE
FROM
THE EAST CITY LIMITS
TO
BORREGAS AVENUE

SCALE IN FEET
0 400 800

