

## **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 of Sunnyvale (herein referred to as "CITY"),

WITNESSETH:

WHEREAS, the highways described above have been declared to be freeways by Resolutions of the California Highway Commission on December 15, 1954, and September 17, 1958, and

WHEREAS, STATE and CITY have entered into a Freeway Agreement dated February 16, 1993, relating to that portion of Route 237 in the City of Sunnyvale from Maude Ave to Route 101, and

WHEREAS, STATE and CITY have entered into a Freeway Agreement dated August 11, 1997, relating to that portion of Route 237 in the City of Sunnyvale from 0.1 mile south of Route 101 to 0.1 mile east of Mathilda Avenue and portion of Route 101 in the City of Sunnyvale from Borregas Avenue to the West City Limits and that, and

WHEREAS, STATE and CITY have entered into a Freeway Agreement dated July 17, 1990, relating to that portion of Route 237 in the City of Sunnyvale from 0.2 mile west of Borregas Ave to the east city limits near Calabazas Creek, 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 Agreements, dated February 16, 1993, August 11, 1997, and July 17, 1990 on State Highway Route 237.

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 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 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 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-SCL-237-PM 1.8/5.4  
In the City of Sunnyvale on Route 237  
From East City Limit at Calabazas Creek  
To West City Limits at Maude Ave

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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 OF SUNNYVALE  
By

LAURIE BERMAN, Director  
Department of Transportation  
By

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

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Kent Steffens, City Manager  
City of Sunnyvale

APPROVED AS TO FORM:

APPROVED AS TO FORM:

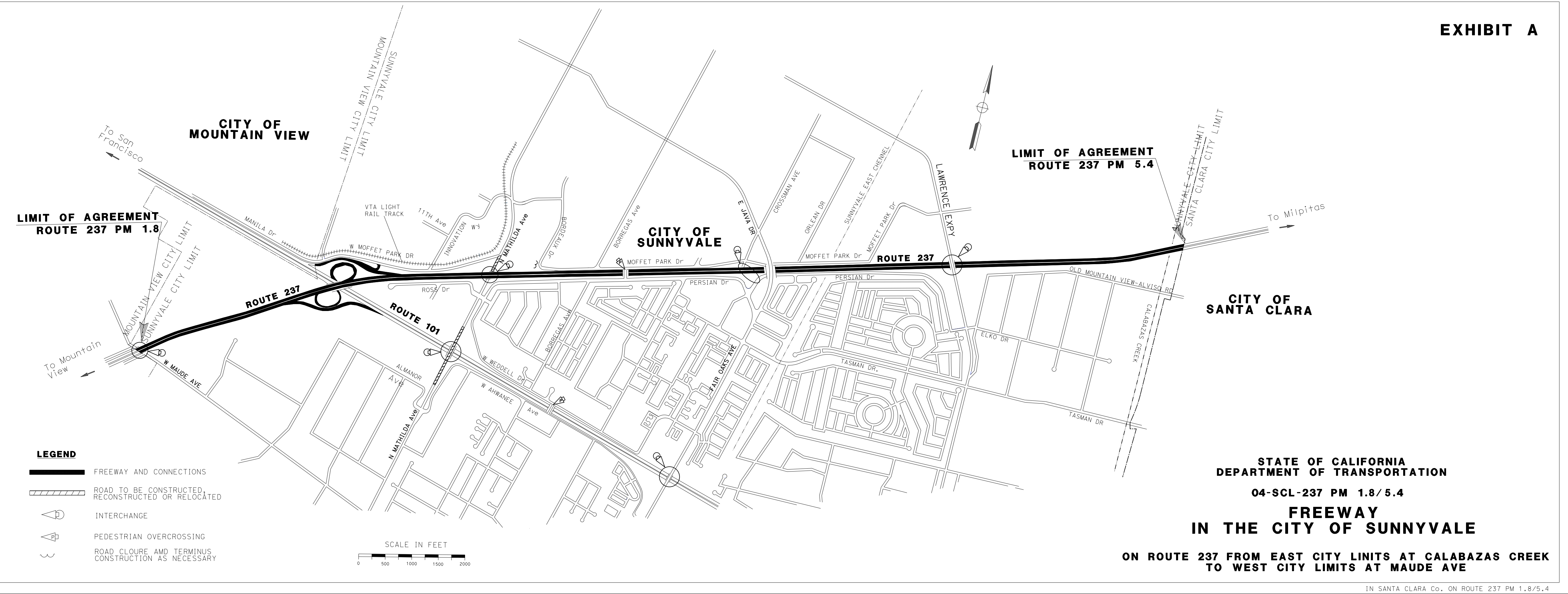
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Attorney (State)

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Attorney (City)

EXHIBIT A



IN SANTA CLARA Co. ON ROUTE 237 PM 1.8/5.4