

**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 San Jose (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 March 20, 1942; November 17, 1948; November 25, 1957; February 24, 1961; and December 12, 1968; and

WHEREAS, STATE and CITY have entered into a Freeway Agreement dated February 1, 1965, relating to those portions of Route 101 between Coyote Road and Hassinger Road; a Freeway Agreement dated April 10, 1969 and a Supplemental Freeway Agreement dated August 23, 1971, relating to those portions of Route 101 between 0.4 mile north of Burnett Avenue and 0.3 mile north of Branham Avenue; a Freeway Agreement dated June 14, 1988, relating to those portions of Route 101 from 0.5 mile south of Route 85 to 0.8 mile north of Route 85; a Freeway Agreement dated February 25, 2003, relating to those portions of Route 101 from 0.3 kilometer north of the Route 280/Route 680 interchange to 0.5 kilometer north of De La Cruz Boulevard; and a Freeway Agreement dated May 6, 2011, relating to those portions of Route 101 from 0.1 mile north of Route 680 to 0.3 mile south of Yerba Buena Road; 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 February 1, 1965; said Freeway Agreement dated April 10, 1969; said Supplemental Freeway Agreement dated August 23, 1971; said Freeway Agreement dated February 25, 2003; said Freeway Agreement dated May 6, 2011; and that portion of said Freeway Agreement dated June 14, 1988 relating to Route 101 from 0.5 mile south of Route 85 to 0.8 mile north of Route 85.

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.

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

TOKS OMISHAKIN  
Director of Transportation  
By

THE CITY OF SAN JOSE  
By

\_\_\_\_\_  
HELENA (LENKA) CULIK-CARO  
District 4 Deputy District Director, Design

\_\_\_\_\_  
*(Name of County Official-all Caps)*  
*(Title of County Official)*

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Attorney (City)

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**Other Sample Freeway Agreement Clauses (Not Mandatory)****TORT LIABILITY**

(6)\*\* In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined in Section 895 of said Code, the parties hereto as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each party indemnifies and holds harmless the other party for any loss, cost or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The rules set forth in Civil Code Section 2778 are hereby made a part of this agreement.

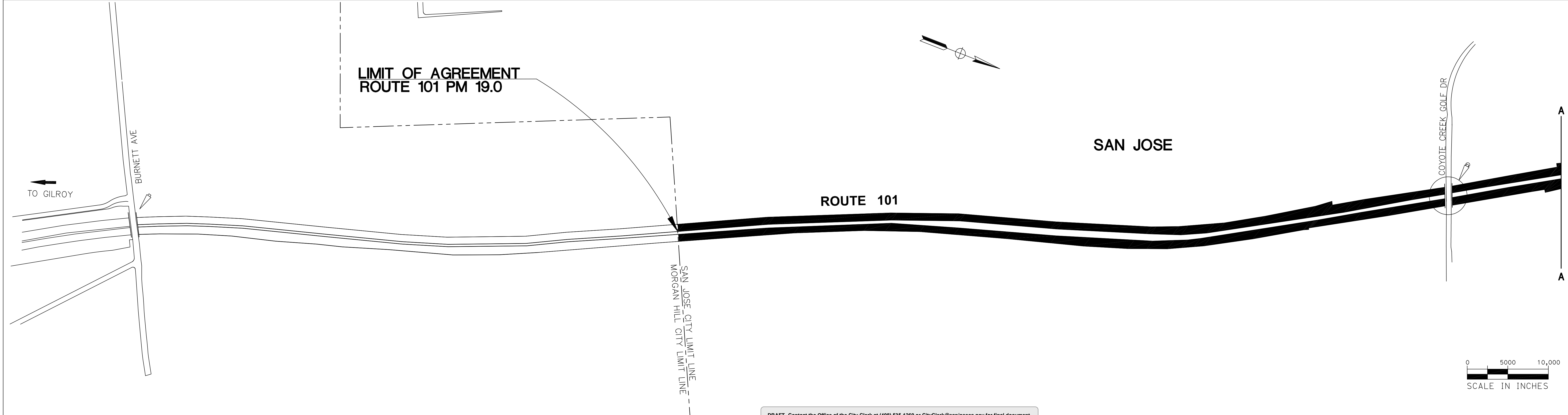
**WHEREAS FOR ANNEXED AREA**

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

**WHEREAS FOR NEWLY INCORPORATED AREA**

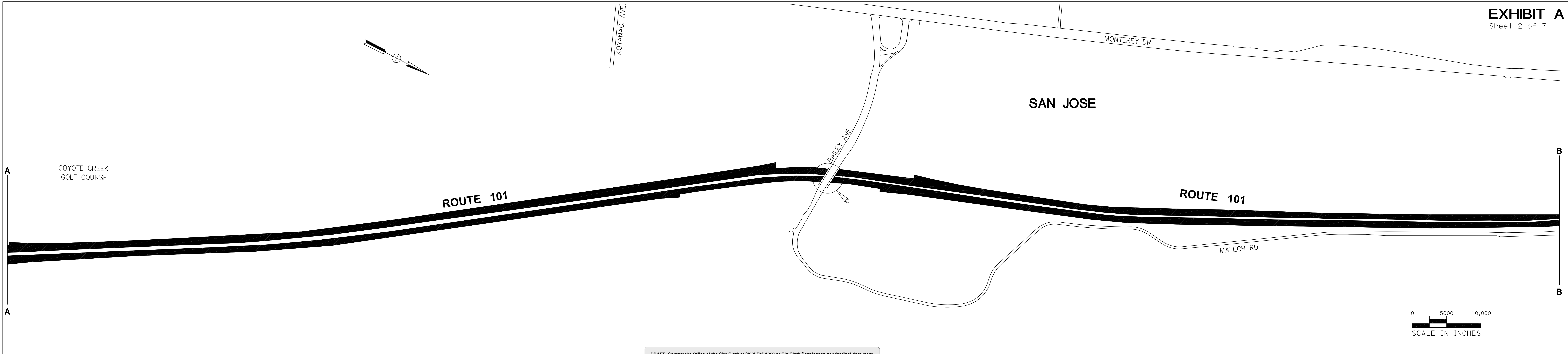
WHEREAS, CITY has subsequently incorporated and included certain areas including portions of such freeway covered by said Freeway Agreement dated \_\_\_\_\_ with the County of \_\_\_\_\_; and

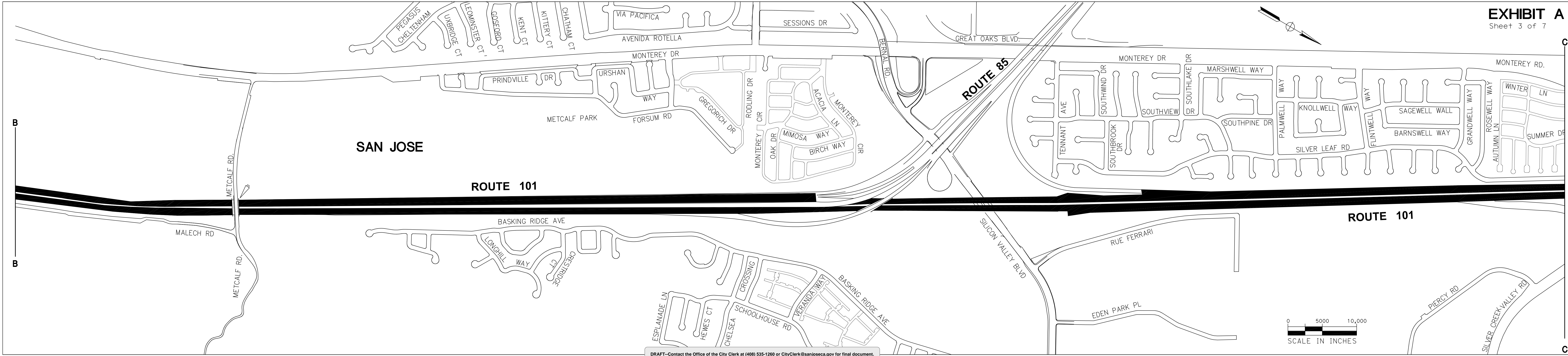
\*\*Note: Item number refers to "original" agreement sample format. Renumber 6 on sample format for "original" to be number 7.

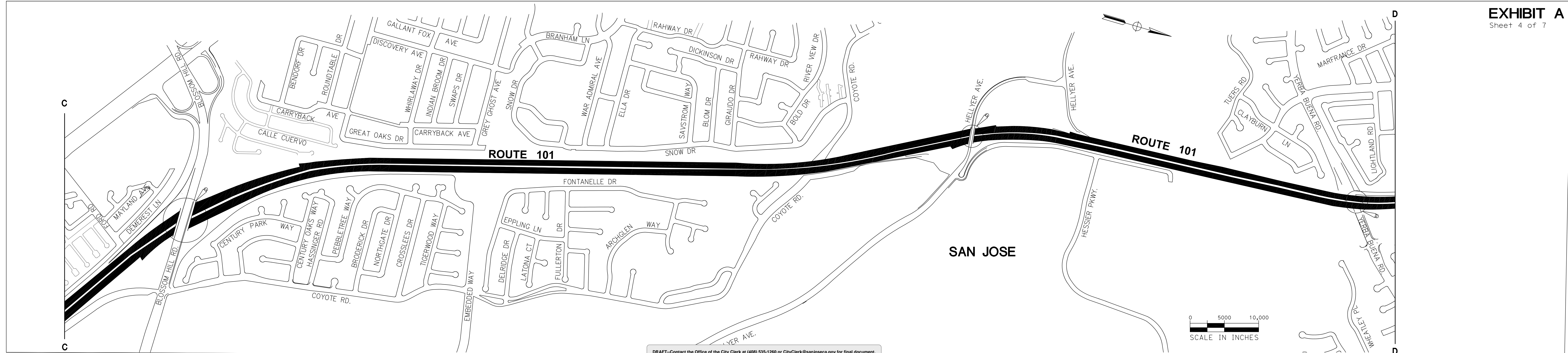


- LEGEND:
- FREEWAY AND CONNECTIONS
  - INTERCHANGE
  - SEPARATION

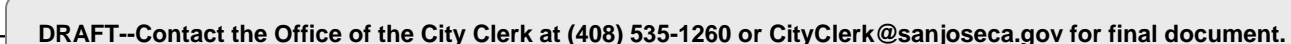
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
MAP SHOWING  
4-SCL-101 (PM 19.0/40.1)  
**FREEWAY**  
IN THE CITY OF SAN JOSE  
FROM 0.3 MILES NORTH OF BURNETT AVE  
TO 0.4 MILES NORTH OF DE LA CRUZ BOULEVARD

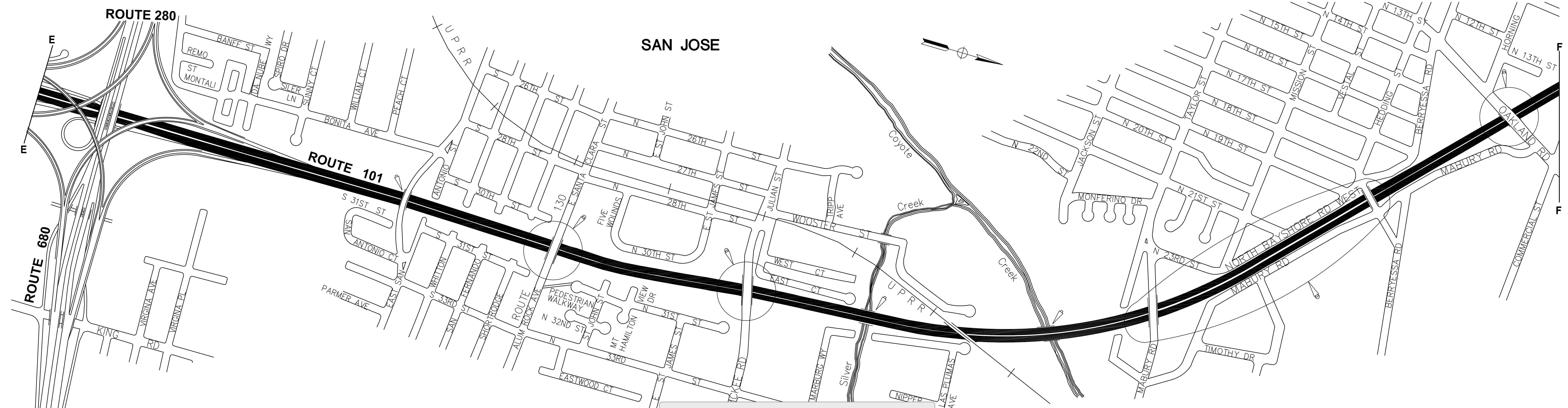












**SAN JOSE**

# LIMIT OF AGREEMENT

## ROUTE 101 PM 40.1

