

Attachment D

FREEWAY AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2022, by and between the STATE OF CALIFORNIA acting by and through the Department of Transportation (herein referred to as “STATE”), and the County of Monterey, a political subdivision of the State of California (herein referred to as “COUNTY”),

WITNESSETH:

WHEREAS, the highway described above has been declared to be a freeway by Resolution of the California Highway Commission on February 19, 1957 and by Resolution of the California Transportation Commission on June 23, 2021; and

WHEREAS, STATE and COUNTY have entered into a Freeway Agreement dated August 22, 1967, relating to that portion of State Highway Route from between Alisal Slough and 0.2 mile of east of Route 183; and

WHEREAS, STATE and COUNTY have entered into a Freeway Agreement dated October 28, 1970, relating to that portion of State Highway Route between Route 1 and Alisal Slough; 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 COUNTY; 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 August 22, 1967; and Freeway Agreement, dated October 28, 1970.

2. COUNTY agrees and consents to the closing of COUNTY roads, relocation of COUNTY roads, construction of frontage roads and other local roads, and other construction affecting COUNTY 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 COUNTY 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 COUNTY. The parties responsible for the construction of the freeway shall make any changes affecting COUNTY roads only in accordance with the plan map attached hereto, marked Exhibit A.

4. The obligations of STATE and COUNTY with respect to the acquisition of the rights of way required for the construction, reconstruction, or alteration of the freeway and COUNTY 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 COUNTY.

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 COUNTY 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. COUNTY will accept control and maintenance over each of the relocated or reconstructed COUNTY 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, COUNTY 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 COUNTY cooperation, the completion of the whole freeway project for the benefit of the people of the STATE and of the COUNTY.

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

STEVEN KECK, PTOE
Interim - Director of Transportation

THE COUNTY OF MONTEREY
By

RANDELL Y. ISHII, MS, PE, TE, PTOE
Director of Public Works, Facilities & Parks

TIMOTHY M GUBBINS
District 5 Director

Date: _____

APPROVED AS TO FORM:

Attorney (State)

Date: _____

RANDELL Y. ISHII, MS, PE, TE, PTOE

Date: _____

APPROVED AS TO FORM:

Office of the County Counsel
Leslie J. Girard, County Counsel

Mary Grace Perry, Deputy County Counsel

Date: _____

