

04-SM-101-KP 29.3/33.3
In the County of San Mateo
from the South City Limit of South San
Francisco to the North City Limit of
Millbrae

04-SM-380-KP 10.0/12.7
In the County of San Mateo
from the East City Limit of San Bruno
to McDonnell Road

FREEWAY AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2004,
by and between the STATE OF CALIFORNIA, acting by and through the Department of
Transportation (herein referred to as "STATE"), and the County of San Mateo (herein referred to
as "COUNTY"),

WITNESSETH:

WHEREAS, State Highway Route 101 and State Highway Route 380 were declared
freeways by resolutions of the California Transportation Commission on January 17, 1946, and
January 23, 1963, respectively; and

WHEREAS, STATE and COUNTY previously entered into a Freeway Agreement dated
June 22, 1971, relating to portions of State Highway Route 101 and State Highway Route 380 in
the unincorporated area between the northerly city limits of Millbrae and the southerly city limits
of South San Francisco; and

WHEREAS, a revised plan map for said freeways has been prepared showing the
proposed plan of said State Routes as it affects roads maintained by COUNTY; and

WHEREAS, State and County have determined that a new Freeway Agreement should be
entered into to reflect said revised plan of said freeways;

NOW, THEREFORE, IT IS AGREED:

1. This Agreement supersedes in its entirety said Freeway Agreement dated June 22, 1971.
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 this reference.
3. STATE shall, in construction of the freeway and at STATE'S expense, make such changes affecting COUNTY roads in accordance with the plan map attached hereto marked Exhibit A.
4. STATE agrees to acquire all necessary right of way as may be required for construction, reconstruction or alteration of COUNTY roads, frontage roads, and other local roads and COUNTY hereby authorizes STATE to acquire on its behalf all such necessary right of way.
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. COUNTY will accept control and maintenance over each of the relocated or reconstructed COUNTY roads on receipt of written notice to COUNTY from STATE the work thereon has been completed, except for any portion which is adopted by STATE as a part of the freeway proper. COUNTY will accept title to the portions of such COUNTY 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 COUNTY cooperation, 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

THE COUNTY OF SAN MATEO

by _____
Randell H. Iwasaki
Director of Transportation

by _____
Mark Church
President, Board of Supervisors
San Mateo County

By

Mark Leja
Chief Design Engineer

APPROVE AS TO FORM:

APPROVE AS TO FORM:

Attorney (State)

Attorney (County)

