PREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate, this and the state of California, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as "the State," and the County of Sonoma, hereinafter for convenience referred to as "the County," witnesseth:

WHEREAS, on March 26, 1957, a Freeway Agreement was executed between the County and the State, and on November 20, 1956, a Freeway Agreement and, subsequently, on May 14, 1957, a Supplemental Freeway Agreement, were executed between the County and the State, relating to the development, as a freeway, of a portion of State Highway Route 1, within the limits of the County of Sonoma, and,

WHEREAS, under the provisions of said Freeway Agreements, the County agreed to certain adjustments in the county road system, and for the carrying of certain roads over or under or to a connection with the freeway, and

WHEREAS, said freeway has now been completed or is nearing completion, and the parties mutually desire to clarify the division of maintenance responsibility as to separation structures, and county roads or portions thereof, and landscaped areas, within the freeway limits.

NOW THEREFORE, IT IS AGREED:

1. ROADWAY SECTIONS

The County will maintain, at County expense, all portions of county roads and appurtenant structures and bordering areas,

colored in yellow on the attached map marked Exhibit "A" and made a part hereof by this reference.

2. VEHICULAR OVERCROSSINGS

The State will maintain, at State expense, the entire structure below the top of the concrete deck surface, exclusive of any bituminous surface treatment thereof. The County will maintain, at County expense, the top of the concrete deck surface, together with any bituminous surface treatment thereon, and all portions of the structure above the concrete deck surface, and shall perform such other work as may be necessary to insure an impervious and otherwise suitable surface. The County will also maintain all traffic service facilities provided for the benefit or control of county road traffic.

3. VEHICULAR UNDERCROSSINGS

The State will maintain the structure proper. The roadway section, including the traveled way, shoulders, curbs, sidewalks; walls, drainage installations and traffic service facilities, and all water lines except those incased within the walls, deck or floor of the structure, will be maintained by the County.

4 PEDESTRIAN OVERCROSSINGS

Except for damage to the structure resulting from freeway vehicular traffic, the County will maintain pedestrian over-crossings in their entirety.

5. PEDESTRIAN UNDERCROSSINGS

The State will maintain the structure from a structural standpoint. The County will maintain all drainage and lighting installations, and all water lines except those incased within

the walls, deck or floor of the structure. The County will also be responsible for all cleaning and painting as may be required to keep the structure free of debris and obscenity.

6. LANDSCAPED AREAS

All plantings or other types of roadside development within the freeway limits and colored in yellow on Exhibit "A" will be maintained by the County.

7. CREFECTIVE DATE A SHEET OF THE STATE OF T

Attorney

This Agreement shall be effective upon the date of its execution by the State; it being understood and agreed, however, that the execution of this Agreement shall not affect any pre-existing obligations of the County to maintain designated areas pursuant to prior written notice from the State that work in such areas, which the County has agreed to maintain pursuant to the terms of the Freeway Agreement, has been completed.

Approval Recommended

Approval Recommended

Approval Recommended

District Engineer

Maintenance Engineer

Approval as to Form

Approval as to Form

Approval Approva

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Resolution No. 4125-/

County of Sonoma Administration Building Banta Rosa, California

Sept 24 1962

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA APPROVING AND ACCEPTING MAINTENANCE AGREEMENT BETWEEN THE COUNTY OF SONOMA AND THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF HIGHWAYS, AND AUTHORIZING THE CHAIRMAN OF THE BOARD TO EXECUTE SAID AGREEMENT ON BEHALF OF THE COUNTY OF SONOMA

(State Highway Route 1 between Mendocino Avenue and Grant Avenue, Road IV-Son-1-B)

WHEREAS, the State of California, through its Department of Public Works, Division of Highways, has presented an agreement entitled "Freeway Maintenance Agreement" which concerns State Highway Route 1 in the County of Sonoma between Mendocino Avenue and Grant Avenue, Road IV-Son-1-B, and

WHEREAS, the Board of Supervisors has heard read said agreement in full and is familiar with the contents thereof:

NOW THEREFORE BE IT RESOLVED, by the Board of Supervisors of the County of Sonoma that said Freeway Maintenance Agreement be and the same hereby is approved and the Chairman of the Board be and hereby is authorized and directed to execute said agreement on behalf of the County of Sonoma.

The foregoing resolution was introduced by Supervisor Legalow, who moved its adoption, seconded by Supervisor Legalow, and adopted on roll call by the following vote:

Supervisor Mitchell Supervisor Shoemaker Supervisor Lampson Supervisor Guidotti Supervisor King agent Agent Lyan

RESOLUTION NO. 7181

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA ROSA APPROVING SUPPLEMENT TO FREEWAY MAINTENANCE AGREEMENT DATED SEPTEMBER 25, 1962

WHEREAS, the State of California, through its Department of Public Works, Division of Highways, has presented an agreement entitled "Supplemental Freeway Maintenance Agreement" which concerns State Highway Route 1, in the City of Santa Rosa in the vicinity of Mendocino Avenue, and which substitutes a revised Exhibit "A" for that portion of the Freeway Maintenance Agreement dated September 25, 1962, and

WHEREAS, the City Council is familiar with the contents of the said supplemental agreement;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Santa Rosa that said Supplemental Freeway Maintenance Agreement be and the same is hereby approved and the Mayor and City Clerk are directed to execute the same for and on behalf of the City of Santa Rosa.

IN COUNCIL DULY PASSED this 7th day of January, 1964.

AYES: (5) Mayor Ryersen, Councilmen Charvoz, LeMenager, Toohey, Tuttle

NOES: (0)

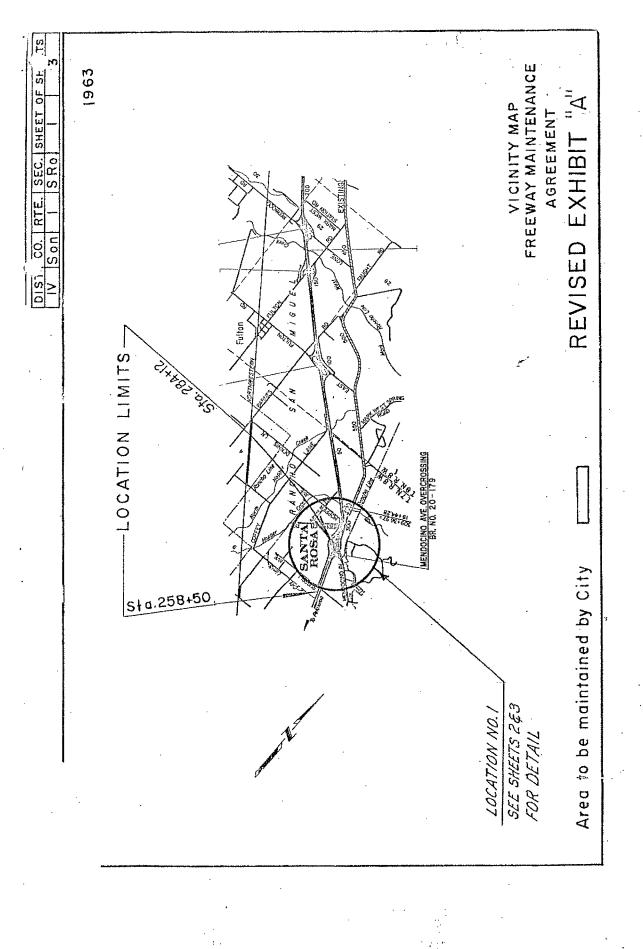
ABSENT: (0)

APPROVED: JACK RYERSEN Mayor

ATTEST: AGNES M. BICK
City Clerk

I hereby certify that the foregoing is a true and correct copy of a resolution duly and regularly adopted by the Council of the City of Santa Rosa at a regular meeting thereof held January 7, 1964

City Clerk Brak



SUPPLEMENTAL FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate, this

| This | day of | Sanuary | 1964, by and between the
| State of California, acting by and through the Department of
| Public Works, Division of Highways, hereinafter for convenience
| referred to as "the State," and the City of Santa Rosa, hereinafter
| for convenience referred to as "the City," witnesseth:

WHEREAS, the State and the City have heretofore entered into a Freeway Maintenance Agreement dated September 25, 1962, relating to a portion of State Highway Route 1, in the City of Santa Rosa, in the vicinity of Mendocino Avenue, and,

WHEREAS, the area to be maintained by the City, as shown on Exhibit "A" attached to said Agreement, has been revised in certain respects since the date of execution of said Agreement, and,

WHEREAS, a new plan map has been prepared showing the revised area to be maintained by the City.

NOW THEREFORE, IT IS AGREED:

- 1. That the plan map attached hereto, marked Revised Exhibit "A", shall be substituted for Exhibit "A" attached to the Freeway Maintenance Agreement dated September 25, 1962, and become a part of said Agreement for all purposes.
- 2. That except for the substitution of the revised plan map, said Freeway Maintenance Agreement dated September 25, 1962, shall remain in full force and effect, unmodified by any provision of this Agreement.

3. This Agreement shall be effective upon the date of 1ts execution by the State.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day above first written.

District Engineer

Maintenance Engineer

Approval as to Form

Attorney for Department

DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

J. C. WOMACK
STATE HIGHWAY ENGINEER

Deputy State Highway Engineer

CITY OF SANTA ROSA

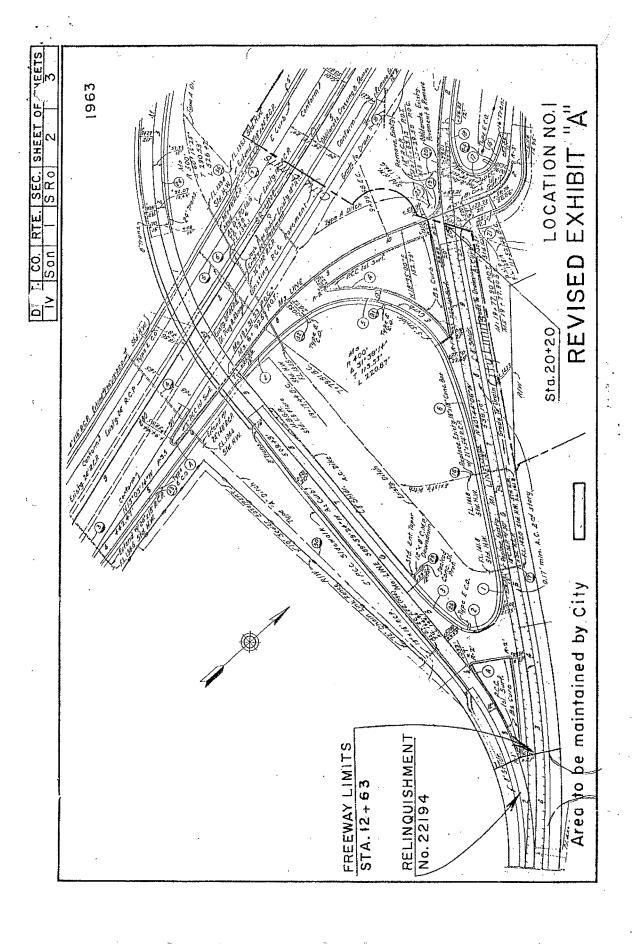
Mayor

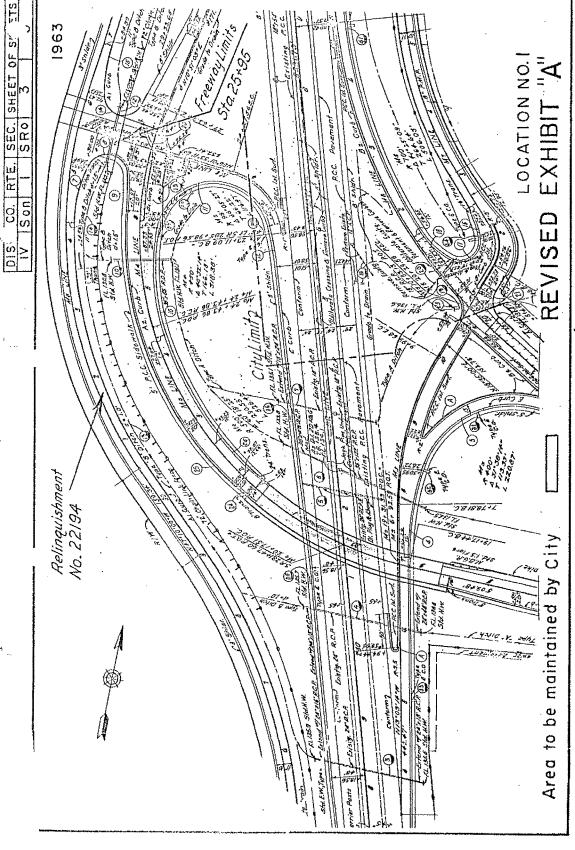
Mayor

Mayor

Mayor

STATE OF CALIFORNIA





MICROFILM SLIPSHEET

AGREEMENT NO.	50N -	- 369
COUNTY, ROUTE,	POSTMILE	904-101; AN 19,5/21,4
LOCAL AGENCY	City	OF SANTA ROSA
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