

## FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate, this 24<sup>th</sup> day of September, 1962, 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 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 overcrossings 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

## 6. LANDSCAPED AREAS

7. EFFECTIVE DATE

STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF HIGHWAYS

J. C. WOMACK  
STATE HIGHWAY ENGINEER

By Geo. E. Warte  
Deputy State Highway Engineer

COUNTY OF SONOMA / OCT 26 1962

~~Chairman of the Board of Supervisors~~

Clerk of the Board of Supervisors

District Engineer

**Maintenance Engineer**

Approval as to Form

Attorney for Department

Attorney

APPROVED AS TO FORM  
ON:

RICHARD M. SAMSEY  
County Counsel

By:

THE WITHIN INSTRUMENT IS A CORRECT  
COPY OF THE ORIGINAL ON FILE IN  
THIS OFFICE.

ATTEST: SEP 24 1962

EUGENE D. WILLIAMS

County Clerk & ex-officio Clerk of the  
Board of Supervisors of the County of Sonoma  
for the County of Sonoma, California  
by E. Williams CLERK

Resolution No. 11228-1

County of Sonoma  
Administration Building  
Santa 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 con-  
cerns 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 Lampson, who moved its adoption, seconded by  
Supervisor Shoemaker, and adopted on roll call by the follow-  
ing vote:

|                      |               |
|----------------------|---------------|
| Supervisor Mitchell  | <u>Absent</u> |
| Supervisor Shoemaker | <u>Aye</u>    |
| Supervisor Lampson   | <u>Aye</u>    |
| Supervisor Guidotti  | <u>Absent</u> |
| Supervisor King      | <u>Aye</u>    |

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

Agnes M. Bick  
City Clerk



SUPPLEMENTAL FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate, this 7<sup>th</sup> day of January, 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 its execution by the State.

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

Approval Recommended

H. P. Ryan  
District Engineer

W. L. Brown  
Maintenance Engineer

Approval as to Form

Richard C. Cook  
Attorney for Department

Attorney

STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF HIGHWAYS

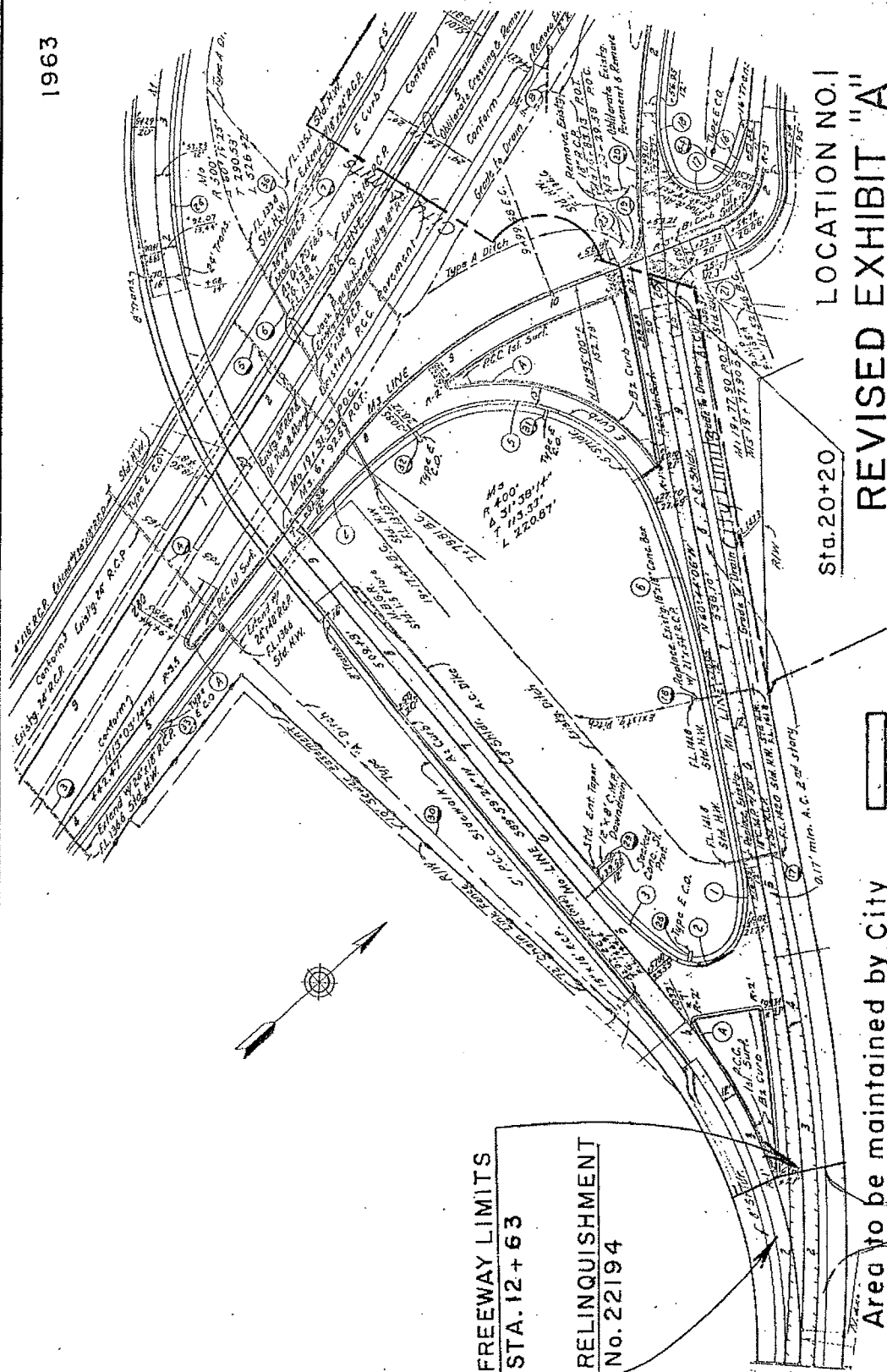
J. C. WOMACK  
STATE HIGHWAY ENGINEER

W. L. Brown  
Deputy State Highway Engineer

CITY OF SANTA ROSA

W. L. Brown  
Mayor  
James M. Beck  
City Clerk

1963



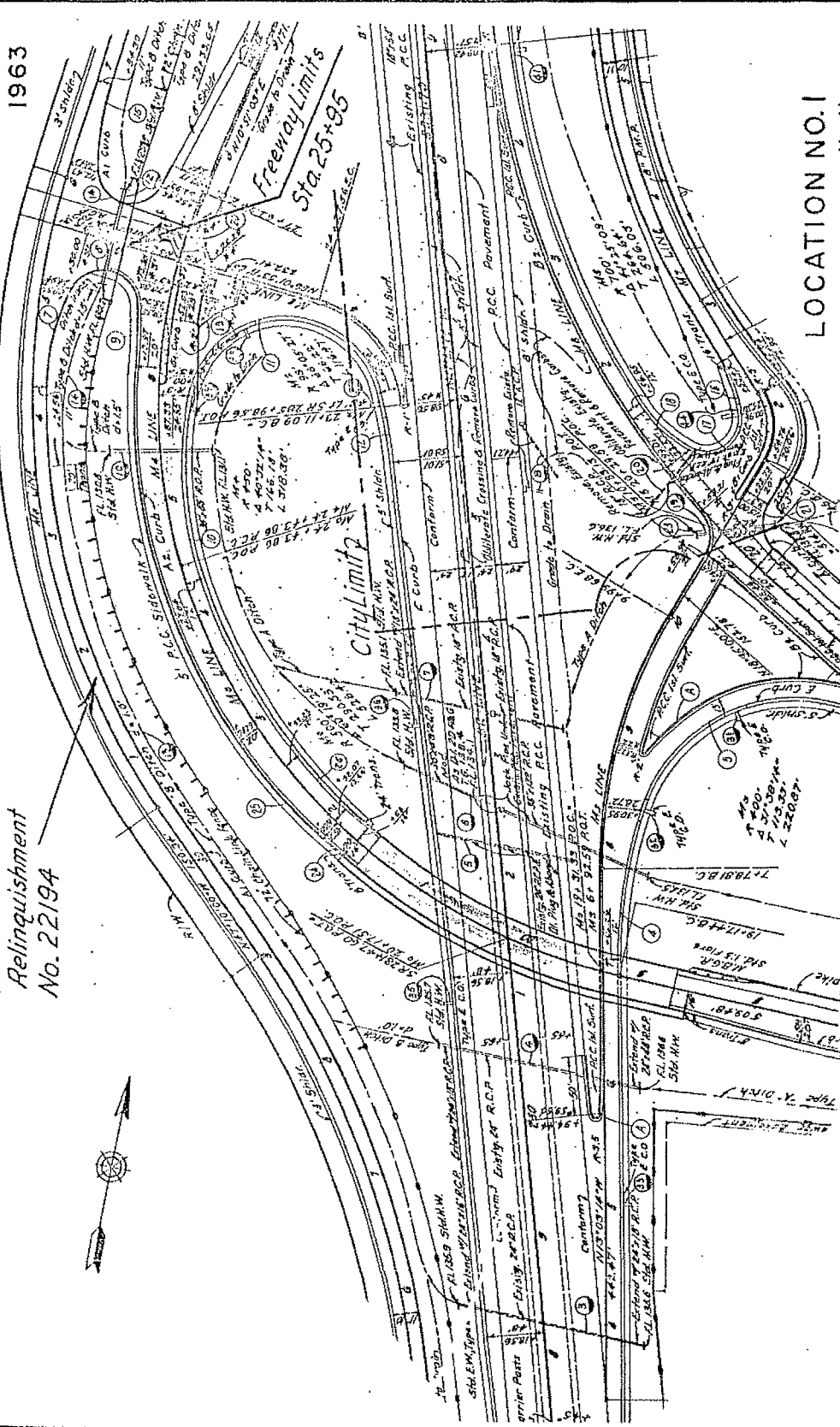
FREEWAY LIMITS  
STA. 12+63  
RELINQUISHMENT  
No. 22194

Area to be maintained by City

LOCATION NO. 1  
Sta. 20+20  
REVISED EXHIBIT "A"

1963

Relinquishment  
No. 22194



LOCATION NO. I  
REVISED EXHIBIT "A"

Area to be maintained by City

MICROFILM SLIPSHEET

AGREEMENT NO. SON - 369

COUNTY, ROUTE, POSTMILE SON - 101; PM 19.5/21.4

LOCAL AGENCY CITY OF SANTA ROSA

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