F. M. A FITE

### FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate, this 26 the day of annuary, 1965, 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 Contra Costa, hereinafter for convenience referred to as "the County," witnesseth:

WHEREAS, on November 9, 1956 and March 21, 1961, Freeway
Agreements were executed between the County and the State relating
to the development, as a freeway, of a portion of State Highway
Route 107 (New 680), within the limits of the County of Contra
Costa, 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 hereto 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 County will maintain 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.

### 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. RESPONSIBILITY

It is understood and agreed that neither the State, the Department, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under this Freeway Maintenance Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, the County shall fully indemnify and hold the State harmless from any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under this Agreement.

It is understood and agreed that neither the County nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the Department under or in connection with any work, authority or jurisdiction not delegated to the County under this Freeway Maintenance Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, the Department shall fully indemnify and hold the

County harmless from any damage or liability occurring by reason of anything done or omitted to be done by the Department under or in connection with any work, authority or jurisdiction not delegated to the County under this Agreement.

#### EFFECTIVE DATE 8.

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 preexisting 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.

> STATE OF CALIFORNIA DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS

STATE HIGHWAY ENGINEER

J. C. WOMACK

Approval Recommended Deputy State Highway Engineer COUNTY OF CONTRA COSTA

> W. T. PAASCH Clerk of the Board of Supervisors

Haylon Heath

Approval as to Form

Attorney for Department

Attorney

RESOLUTION	NO.	3619

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA APPROVING FREEWAY MAINTENANCE AGREEMENT.

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 107 (New 680), in the County of Contra Costa, between 1.0 mile south of Danville and Walnut Creek, and

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

THEREFORE, be it resolved by the Board of Supervisors of the County of Contra Costa that said Freeway Maintenance Agreement be and the same is hereby approved and the Chairman and the Clerk of the Board of Supervisors are directed to execute the same on behalf of said County.

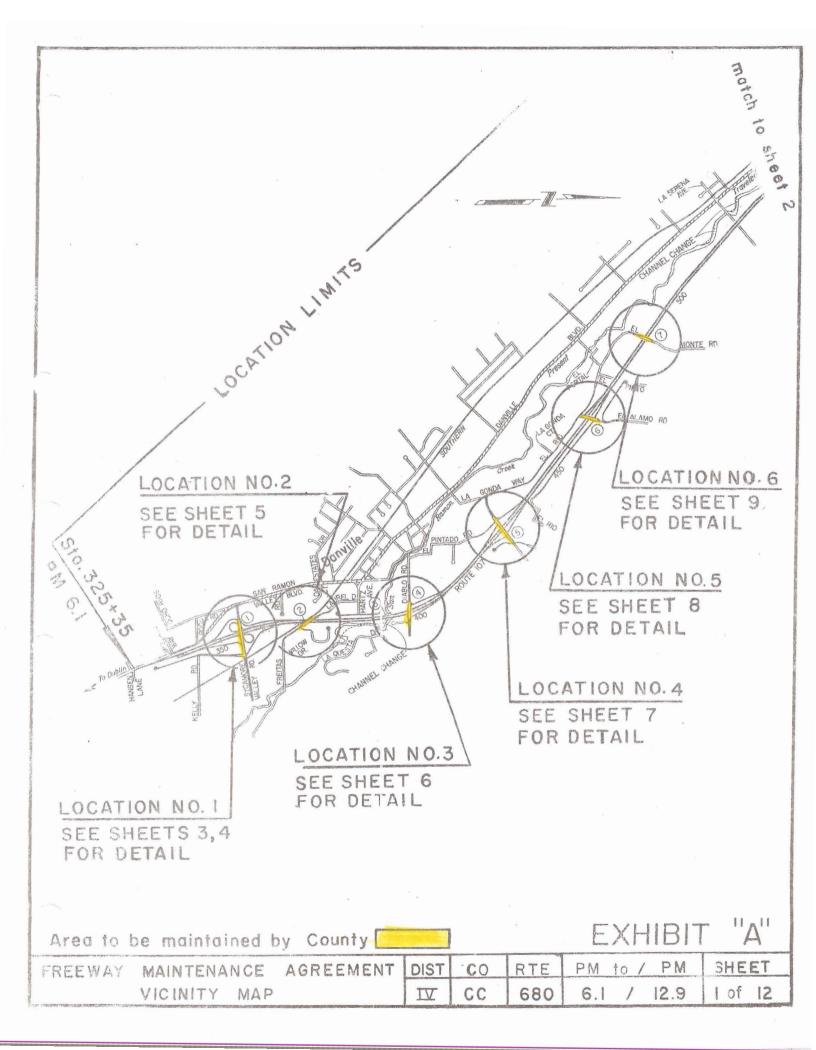
ADOPTED THIS 22nd DAY OF December , 196	, 1964		December	OF	DAY	22nd	THIS	ADOPTED
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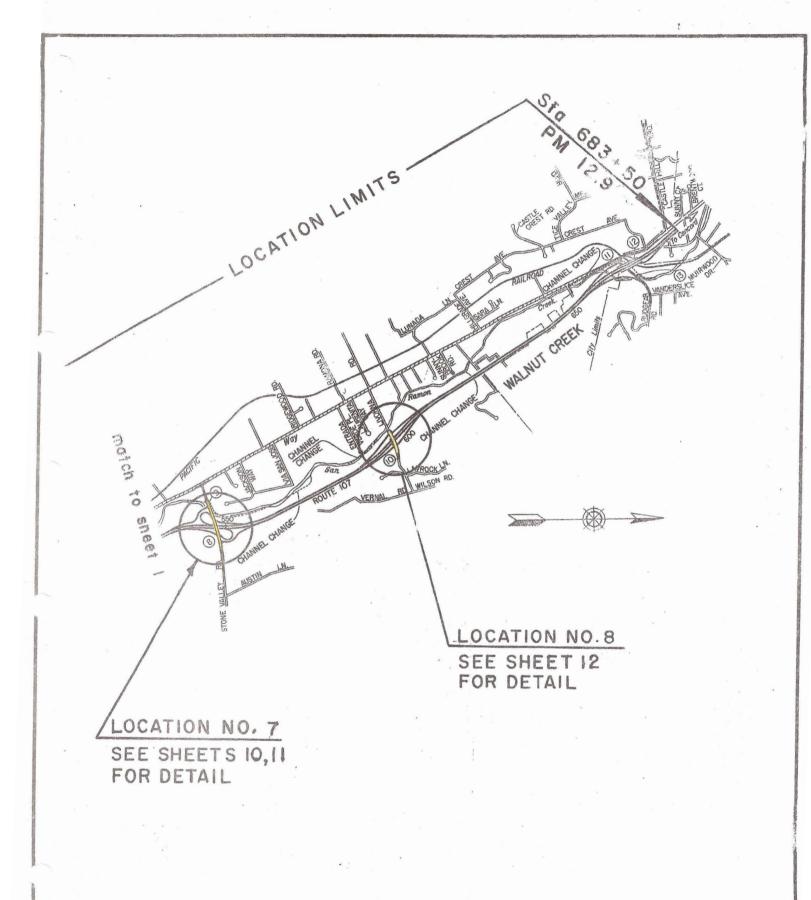
# Attest:

I hereby certify that the foregoing resolution was duly and regularly passed by the Board of Supervisors of the County of Contra Costa at a regular meeting thereof held <u>December 22</u>, 1964.

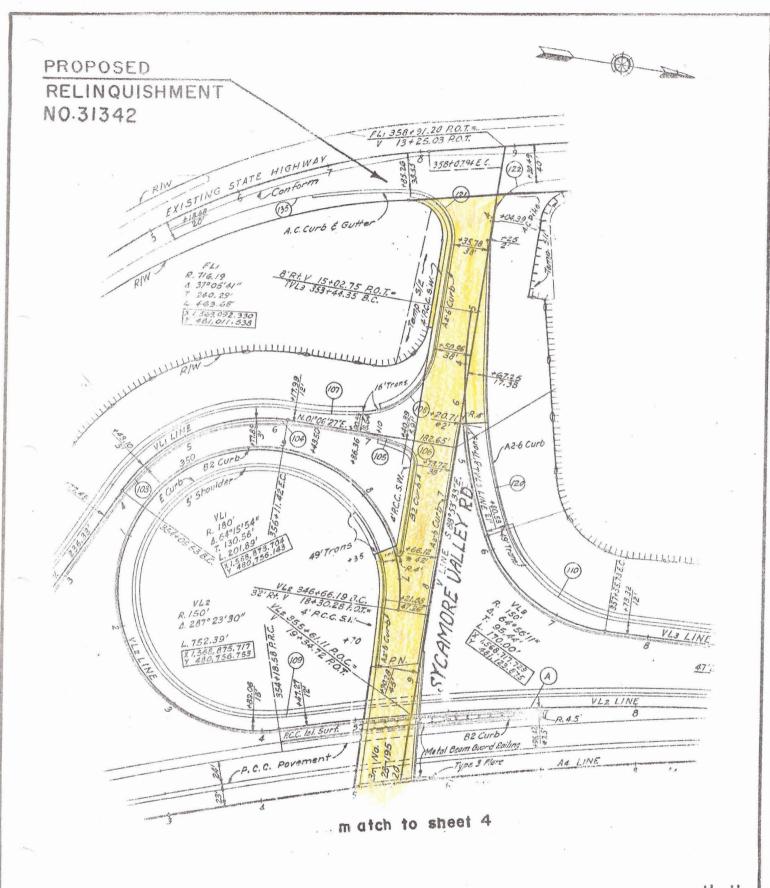
W. T. PAASCH Clerk of the Board of Supervisors

BY March Dr Shath

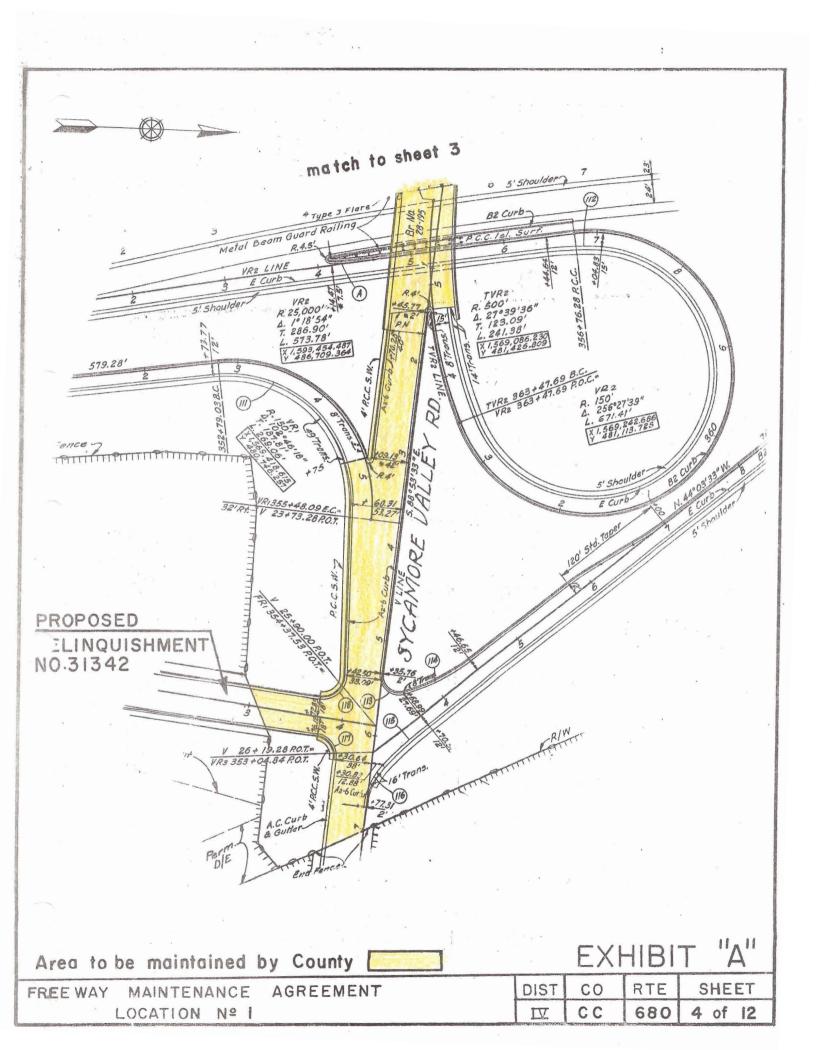


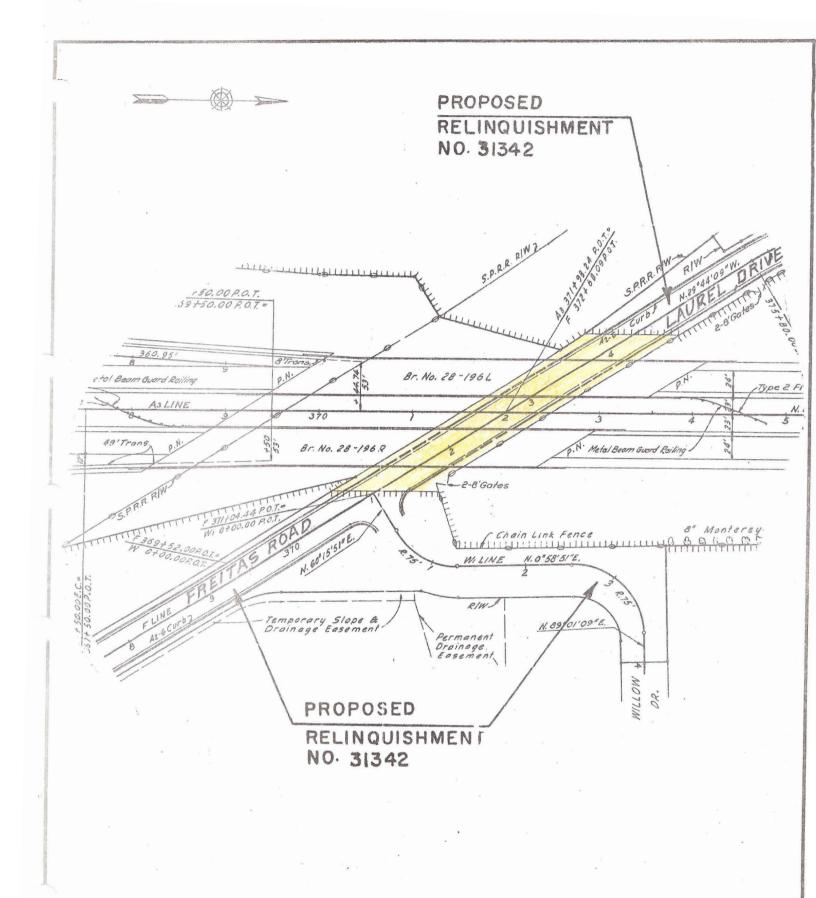


Area to be maintained by County EXHIBIT "A"						
FREEWAY MAINTENANCE AGREEMENT	DIST CO	RTE	PM to / PM	SHEET		
VICINITY MAP	IV CC	680	6.1 / 12.9	2 of 12		

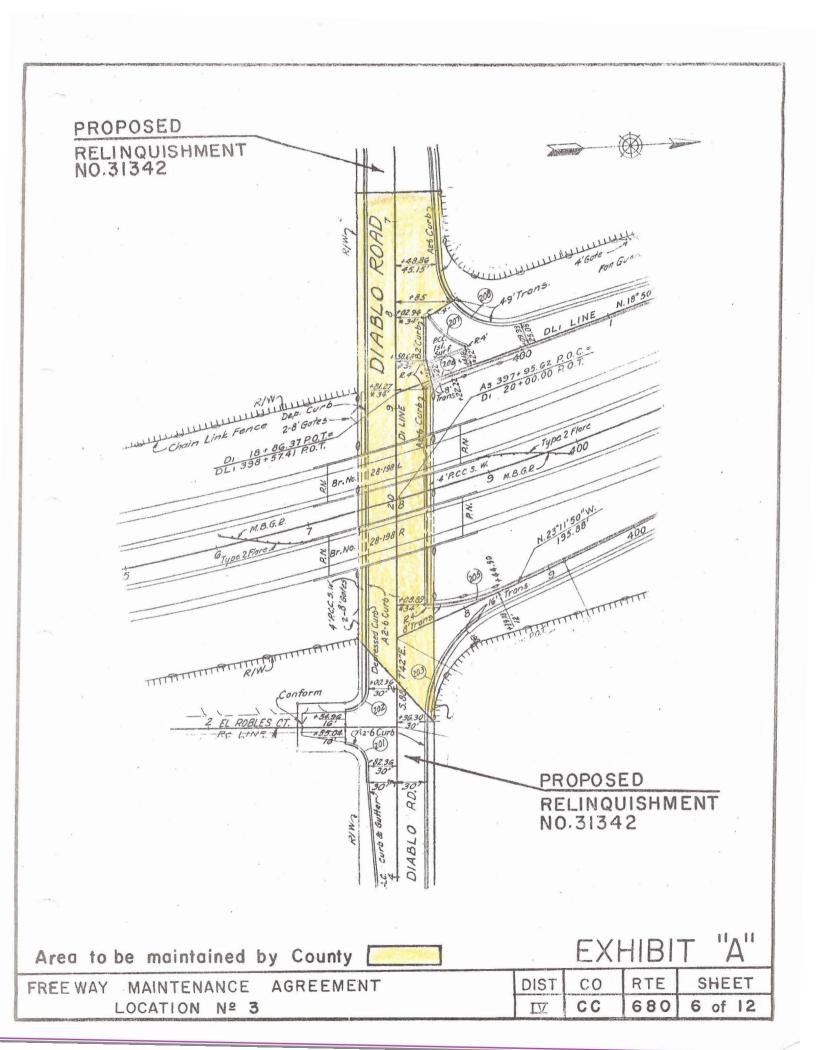


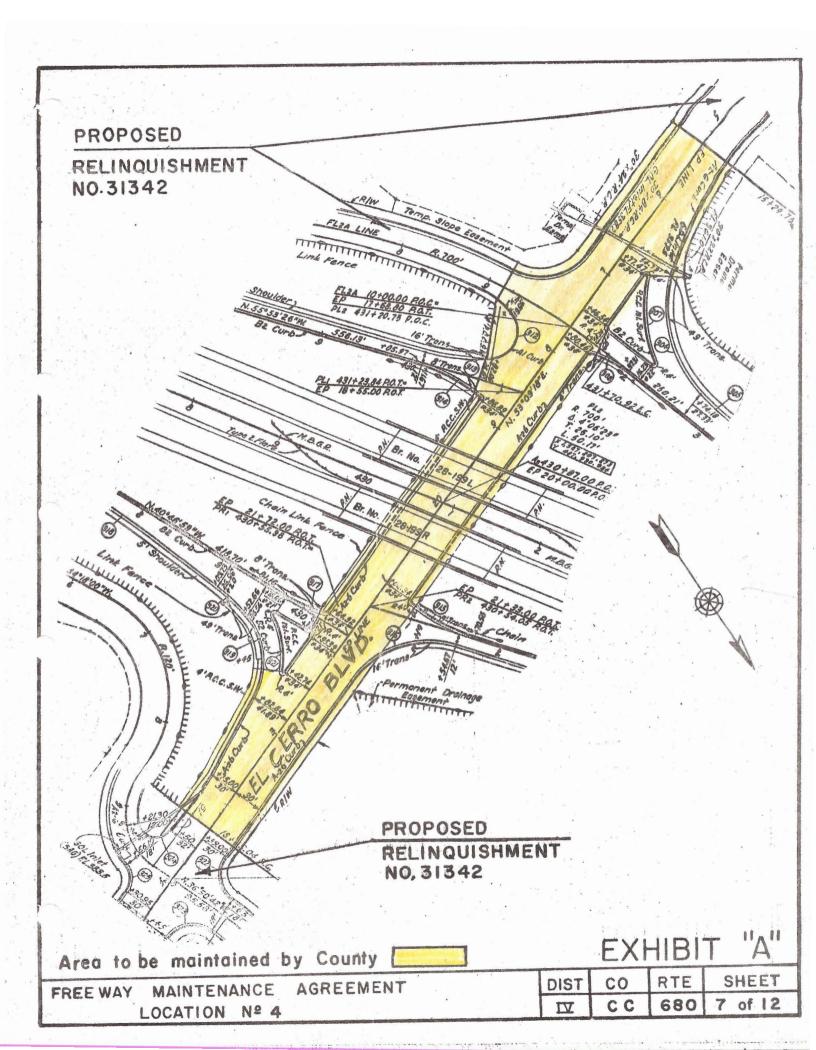
	Area to be maintained by County		EXI	-IIBI	T 'A'
	FREE WAY MAINTENANCE AGREEMENT	DIST	co	RTE	SHEET
-	LOCATION Nº I	IM	CC	680	3 of 12

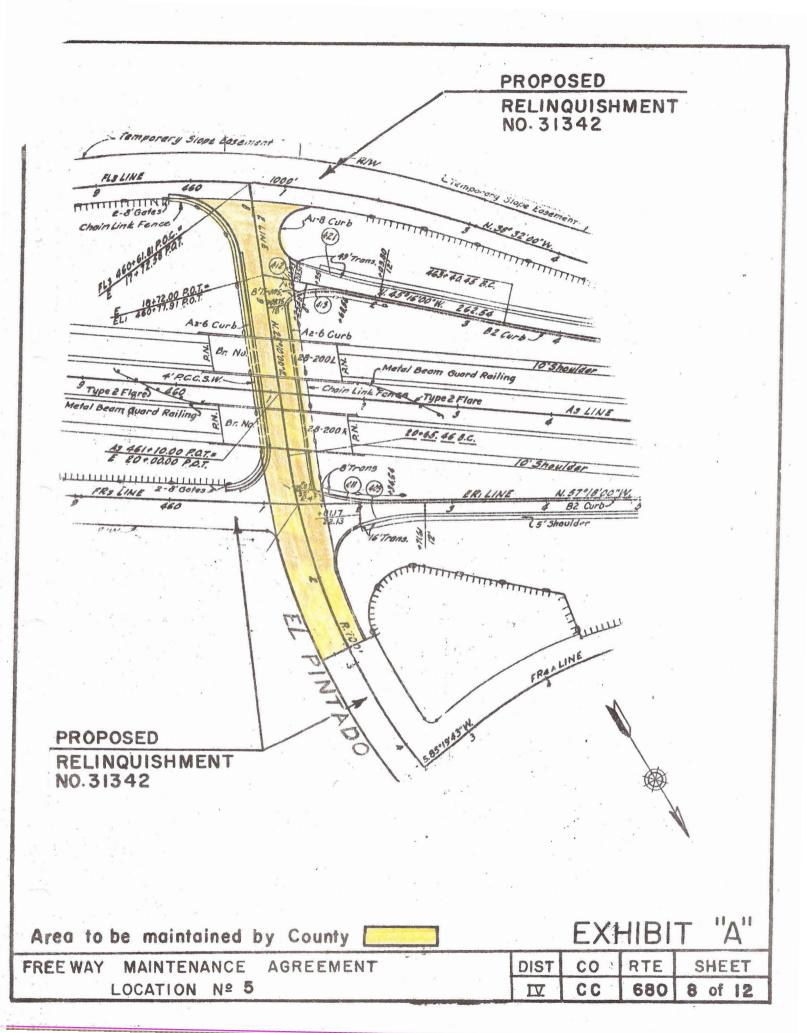


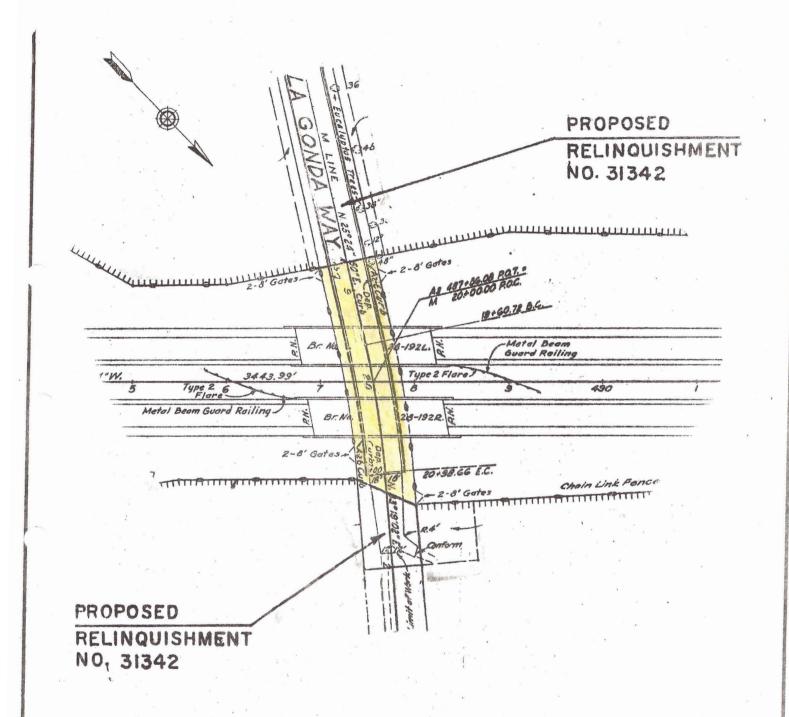


Area to be maintained by County		EXH	HIBI	T "A"
FREE WAY MAINTENANCE AGREEMENT	DIST	CO	RTE	SHEET
LOCATION Nº 2	IV	CC	680	5 of 12









Area to be maintained by County EXHIBIT "A"

FREE WAY MAINTENANCE AGREEMENT
LOCATION № 6

EXHIBIT "A"

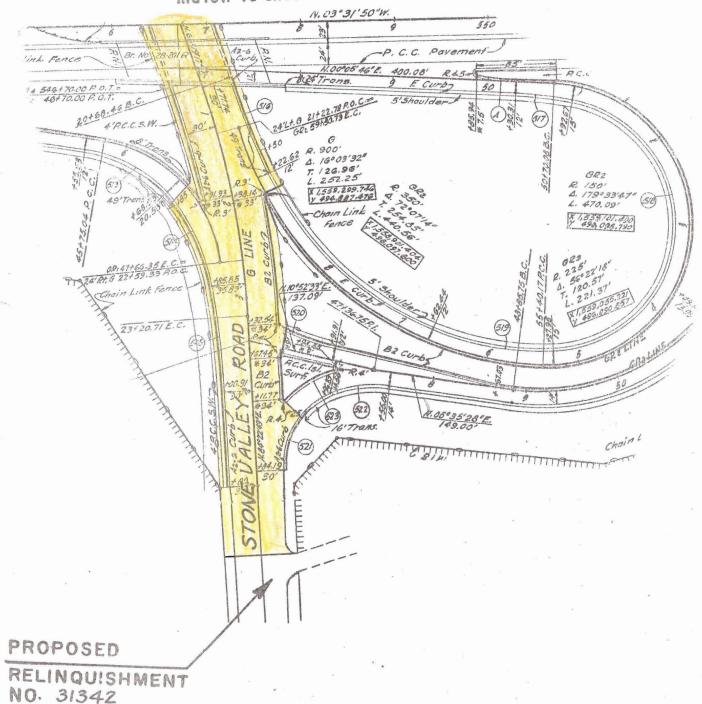
DIST CO RTE SHEET

LOCATION № 6

IV CC 680 9 of 12



# match to sheet II



Area to be maintained by County

EXHIBIT "A"

FREE WAY MAINTENANCE AGREEMENT LOCATION Nº 7

 DIST
 CO
 RTE
 SHEET

 IV
 CC
 680
 10 of 12

