

MICROFILM SLIPSHEET

AGREEMENT NO. ALA - 075

COUNTY, ROUTE, POSTMILE ALA - 580, PM 39.75/42.75

LOCAL AGENCY CITY OF OAKLAND

FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate, this 24th day of November, 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 Oakland, hereinafter for convenience referred to as "the City," witnesseth:

WHEREAS, on January 25, 1961, a Freeway Agreement was executed between the City and the State relating to the development as a freeway, of a portion of State Highway Route 5, (New 580), within the limits of the City of Oakland, and

WHEREAS, under the provisions of said Freeway Agreement, the City agreed to certain adjustments in the city street system, and for the carrying of certain streets 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 city streets or portions thereof, and landscaped areas, within the freeway limits.

NOW THEREFORE, IT IS AGREED:

1. ROADWAY SECTIONS

The City will maintain, at City expense, all portions of city streets 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 City will maintain, at City 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 City will also maintain all traffic service facilities provided for the benefit or control of city street traffic.

3. VEHICULAR UNDERCROSSINGS

The State will maintain the structure proper. The City 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 City will maintain pedestrian overcrossings in their entirety.

5. PEDESTRIAN UNDERCROSSINGS

The State will maintain the structure from a structural standpoint. The City will maintain all drainage and lighting

installations, and all water lines except those incased within the walls, deck or floor of the structure. The City 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 City.

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 City under or in connection with any work, authority or jurisdiction delegated to the City under this Freeway Maintenance Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, the City 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 City under or in connection with any work, authority or jurisdiction delegated to the City under this Agreement.

It is understood and agreed that neither the City 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 City 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 City harmless from any damage or liability occurring by reason of anything done or omitted to be done by Department under or in connection with any work, authority or jurisdiction not delegated to the City under this Agreement.

8. EFFECTIVE DATE

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 City to maintain designated areas pursuant to prior written notice from the State that work in such areas, which the City 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

J. C. WOLACK
STATE HIGHWAY ENGINEER

By [Signature]
Deputy State Highway Engineer

CITY OF OAKLAND

NOV 24 1964

Approval Recommended

[Signature]
Deputy District Engineer

[Signature]
Maintenance Engineer

[Signature]
Mayor

Approval as to Form

[Signature]
Attorney for Department

[Signature]
City Clerk
[Signature]
City Manager

Attorney

OAKLAND CITY COUNCIL

RESOLUTION No. 45031 C.M.S.

PRODUCED BY COUNCILMAN _____

RESOLUTION APPROVING FREEWAY MAINTENANCE AGREEMENT BETWEEN THE STATE OF CALIFORNIA AND THE CITY OF OAKLAND PERTAINING TO STATE HIGHWAY ROUTE 580 (OLD 5) BETWEEN PARK BOULEVARD AND BUELL STREET IN THE CITY OF OAKLAND, CALIFORNIA; AND AUTHORIZING EXECUTION THEREOF IN DUPLICATE.

--oOo--

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 580, in the City of Oakland between Park Boulevard and Buell Street; and

WHEREAS, said Agreement has been approved by the Superintendent of Streets and Ex officio City Engineer, and approved as to legality by the City Attorney; and

WHEREAS, a copy of said Freeway Maintenance Agreement was filed in the office of the City Clerk on October 22, 1964; now, therefore,

BE IT RESOLVED: By the Council of the City of Oakland that said Freeway Maintenance Agreement be and the same is hereby approved, and the City Manager and the City Clerk are hereby authorized, empowered and directed to execute said Agreement in duplicate.

I certify that the foregoing is a full, true and correct copy of a Resolution passed by the City Council of the City of Oakland,

Calif., on _____

GLADYS H. MURPHY, City Clerk

Per _____

Deputy

DIST	CO	RTE	PM To/PM	T.P.	SHEETS
IV	Ala	580	39.75 / 42.75		1 of 16

LOCATION LIMITS

See Sheet 2 →

LOCATION NO. 7

SEE SHEET 9
FOR DETAIL

BOSTON AVE

LOCATION NO. 3

SEE SHEET 5
FOR DETAIL

(4th AVE)

LOCATION NO. 5

SEE SHEET 7
FOR DETAIL

SHEPPARD Rd.

LOCATION NO. 1

SEE SHEET 3
FOR DETAIL

PARK BLVD.

*S.19.191*75
P.M. 42.75*

LOCATION NO. 2

SEE SHEET 4
FOR DETAIL

LOCATION NO. 6

SEE SHEET 8
FOR DETAIL

FRUITVALE AVE

LOCATION NO. 8

SEE SHEET 10
FOR DETAIL

COOLIDGE AVE

LOCATION NO. 9

SEE SHEET 11
FOR DETAIL

LOCATION NO. 4

SEE SHEET 6
FOR DETAIL

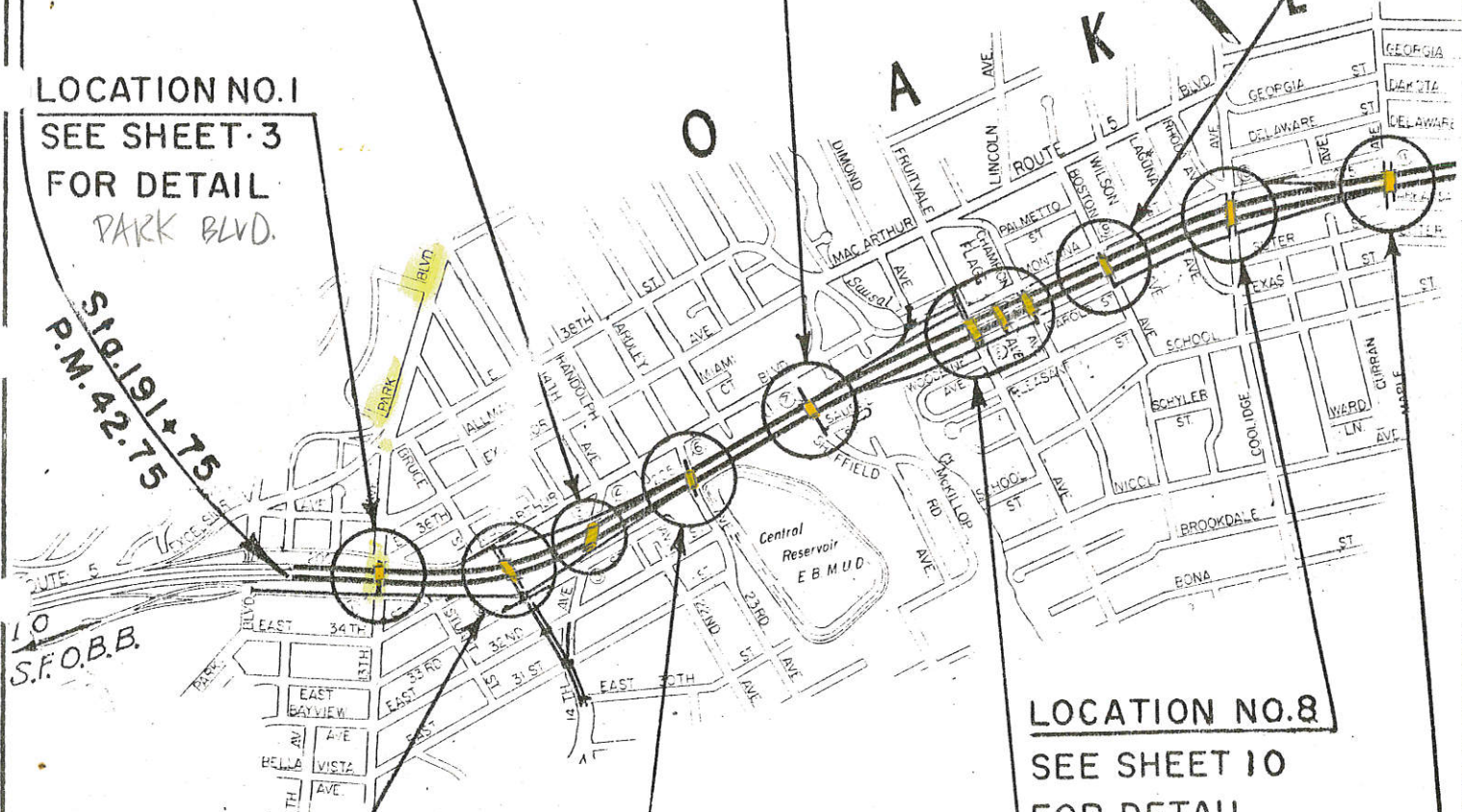
23rd AVE

Area to be maintained by City



EXHIBIT "A"

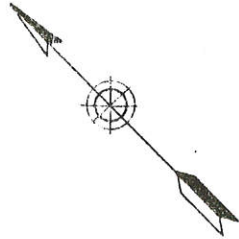
VICINITY MAP
FREEWAY MAINTENANCE
AGREEMENT



See
Sheet-1

DIST	CO	RTE	PM To/PM	T.P.	SHEETS
IV	Ala	580	39.75 / 42.75		2 of 16

← LOCATION LIMITS



LOCATION NO.11
SEE SHEET-13
FOR DETAIL
38th STREET

LOCATION NO.13
SEE SHEET 15,16
FOR DETAIL
BUELL STREET

*Sta. 351+00
P.M. 39.75*



35th AVE
LOCATION NO.10
SEE SHEET-12
FOR DETAIL

HIGH STREET
LOCATION NO.12
SEE SHEET 14
FOR DETAIL

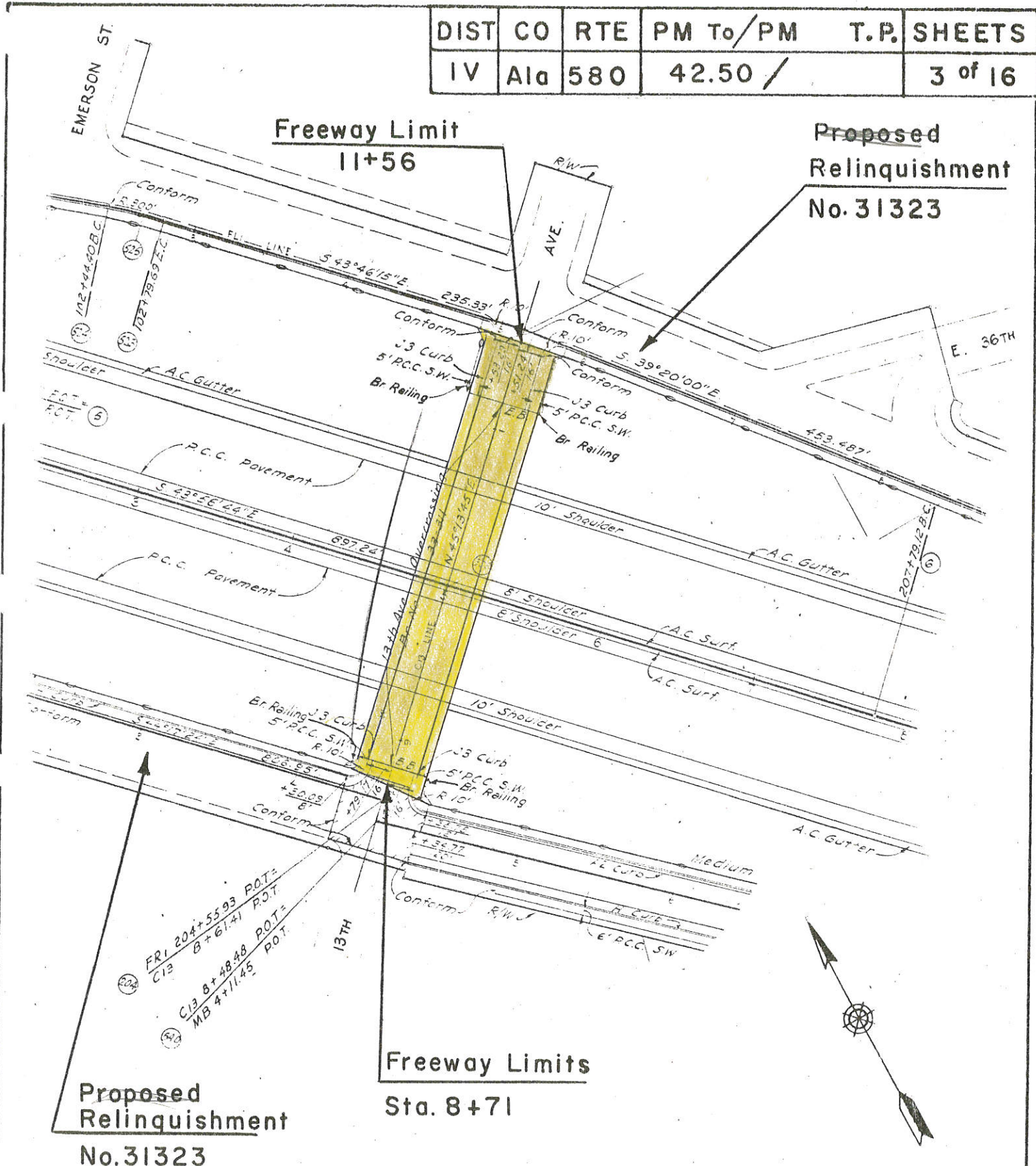
VICINITY MAP
FREEWAY MAINTENANCE
AGREEMENT

Area to be maintained by City



EXHIBIT "A"

DIST	CO	RTE	PM To/PM	T.P.	SHEETS
IV	Ala	580	42.50 /		3 of 16



Proposed Relinquishment No. 31323

Area to be maintained by City

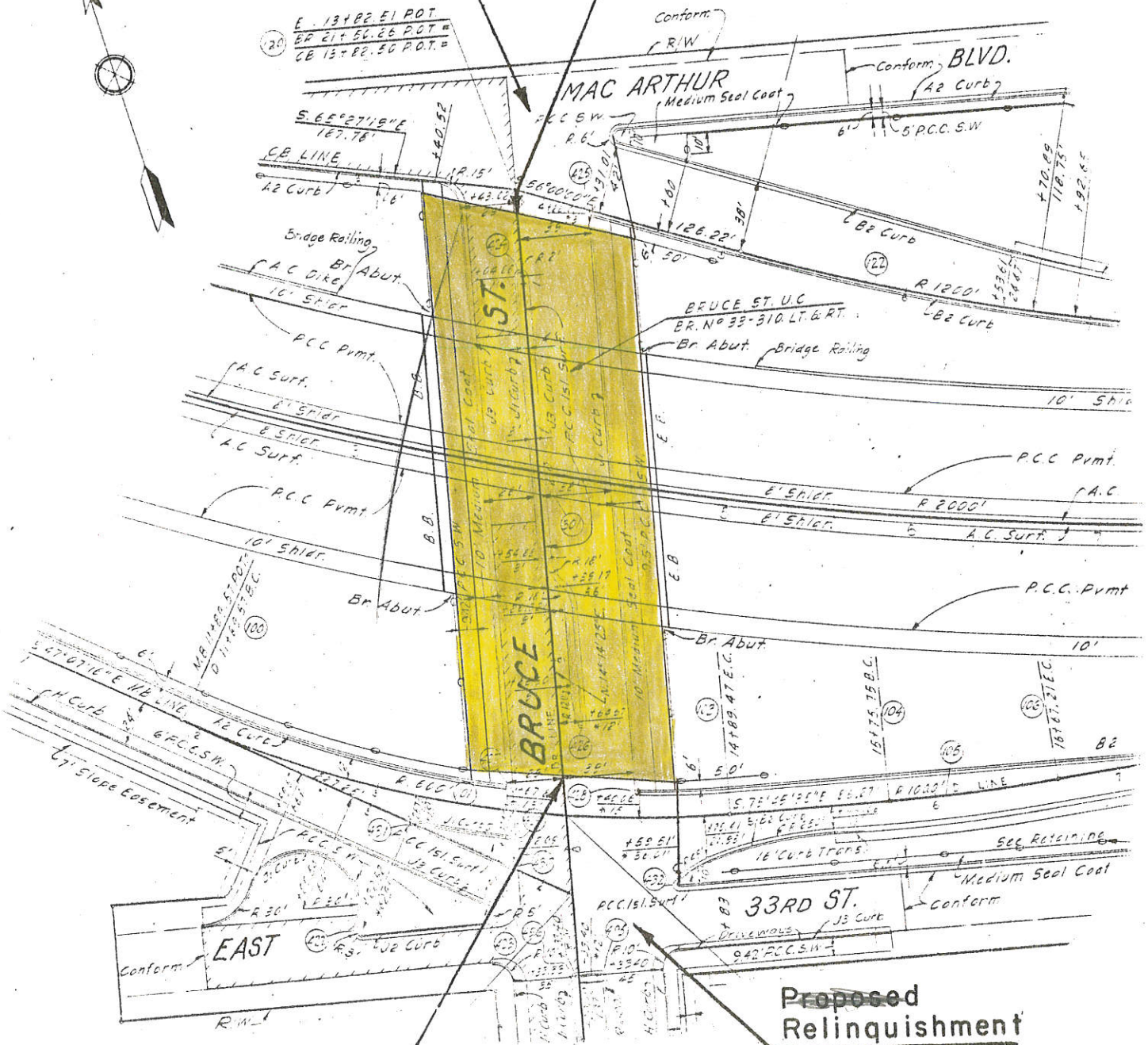


LOCATION NO. 1
EXHIBIT "A"

DIST	CO	RTE	PM To/PM	T.P.	SHEETS
IV	Ala	580	42.33 /		4 of 16

Proposed Relinquishment
No. 31323

Freeway Limits
Sta. 21+37



Freeway Limits
Sta. 18+38

Proposed Relinquishment
No. 31323

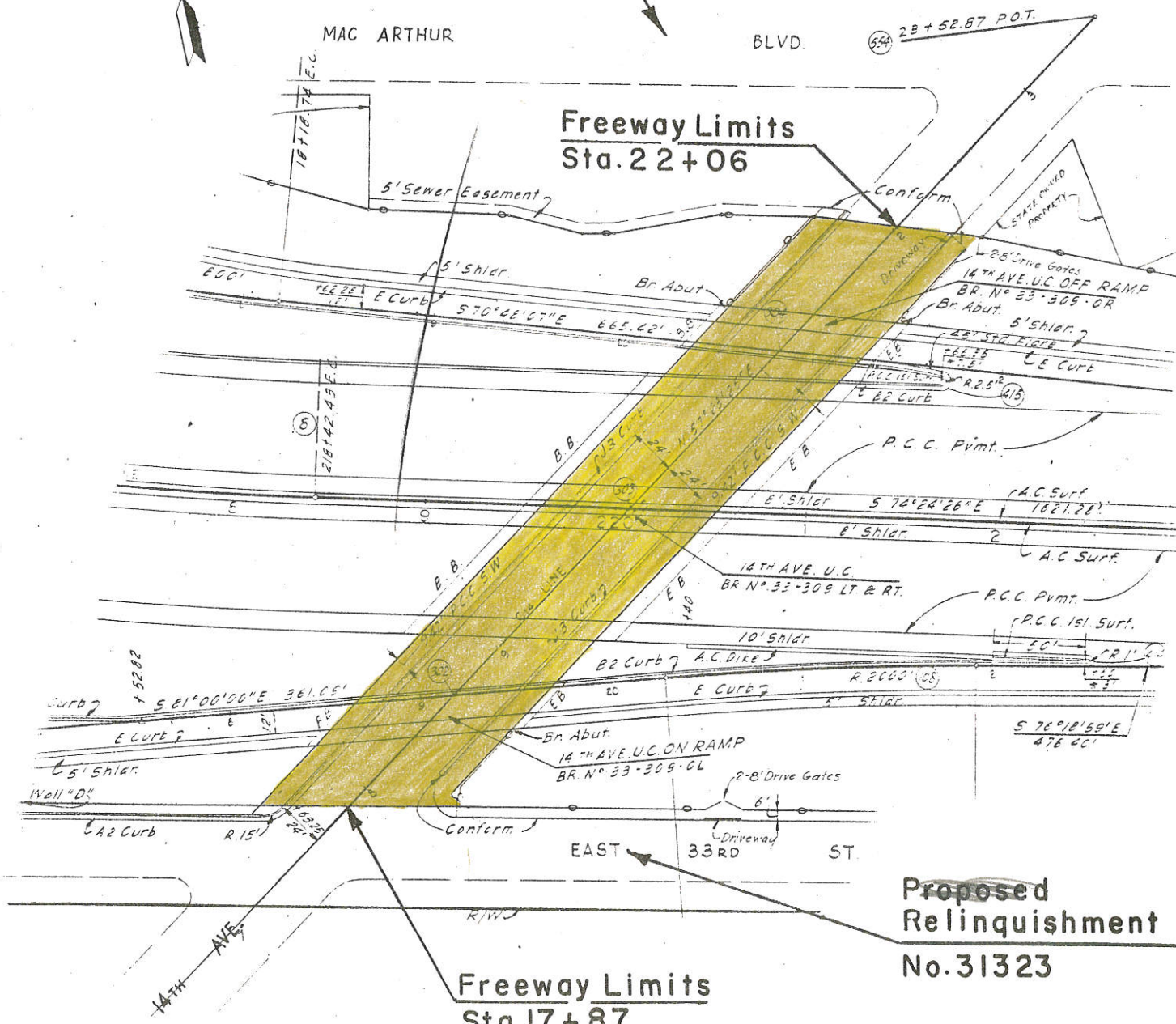
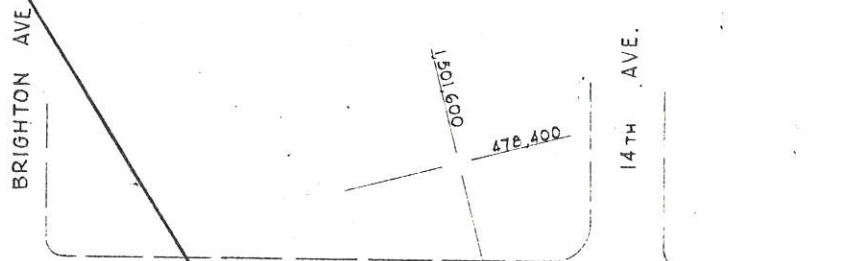
Area to be maintained by City



LOCATION NO. 2
EXHIBIT "A"

**PROPOSED
RELINQUISHMENT
NO. 31322**

DIST	CO	RTE	PM To/PM	T.P.	SHEETS
IV	Ala	580	42.22 /		5 of 16



**Freeway Limits
Sta. 22+06**

**Freeway Limits
Sta. 17+87**

**Proposed
Relinquishment
No. 31323**

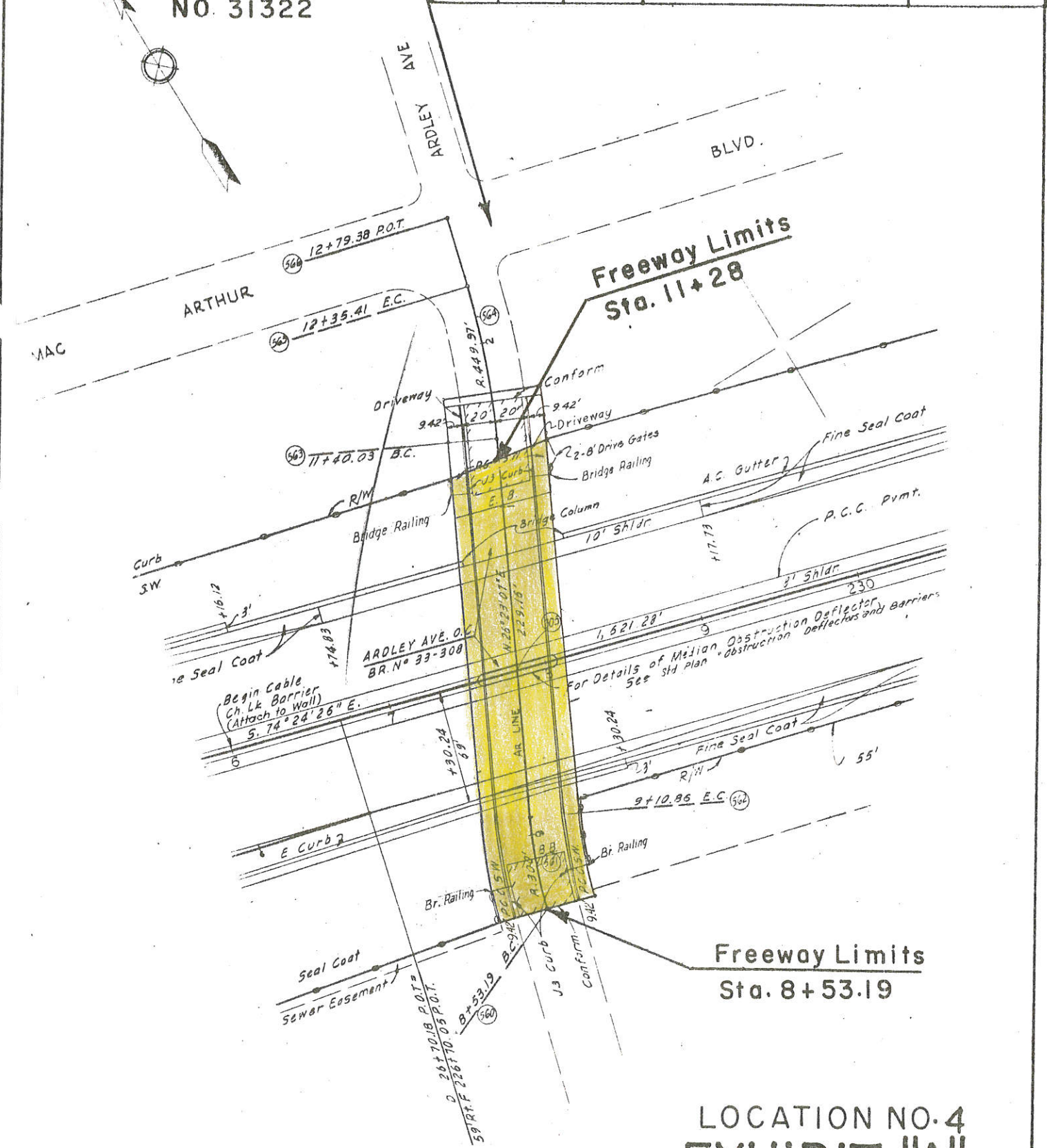
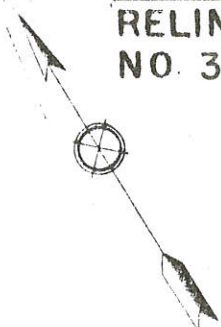
Area to be maintained by City



**LOCATION NO. 3
EXHIBIT "A"**

**PROPOSED
RELINQUISHMENT
NO. 31322**

DIST	CO	RTE	PM To/PM	T.P.	SHEETS
IV	Ala	580	42.07 /		6 of 16

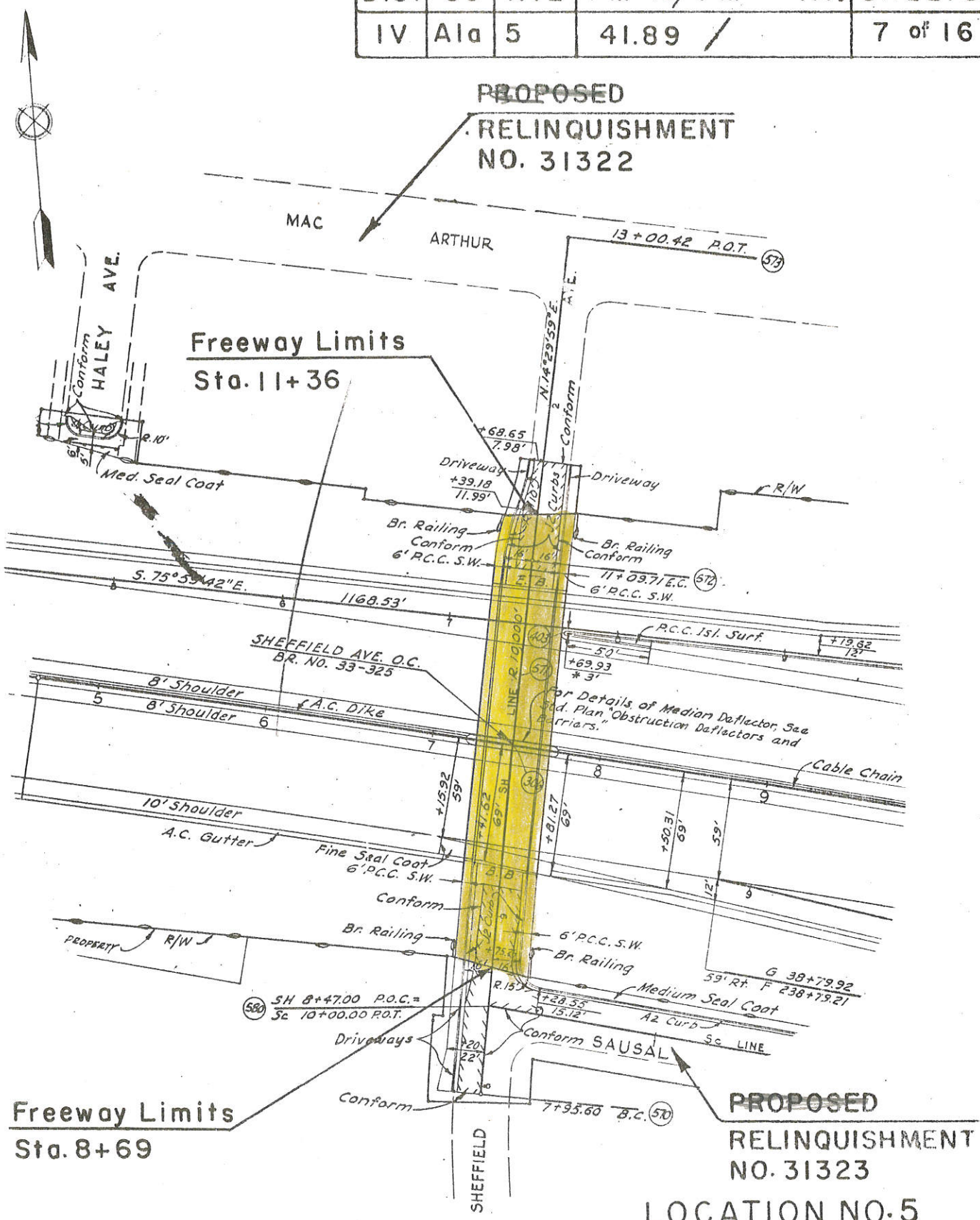


Area to be maintained by City



LOCATION NO. 4
EXHIBIT "A"

DIST	CO	RTE	PM To/PM	T.P.	SHEETS
IV	Ala	5	41.89 /		7 of 16



Freeway Limits
Sta. 8+69

PROPOSED
RELINQUISHMENT
NO. 31323

LOCATION NO. 5
EXHIBIT "A"

Area to be maintained by City

DIST	CO	RTE	PM To/PM	T.P.	SHEETS
IV	Ala	580	SEE / NOTE		8 of 16



FRUITVALE AVE.— 41.66
 FLAGG AVE.— 41.62
 CHAMPION AVE.— 41.58

Proposed Relinquishment No. 31323

Proposed Relinquishment No. 31323

Freeway Limits Sta. 8+89

Freeway Limits Sta. 3+87

Freeway Limits Sta. 11+12

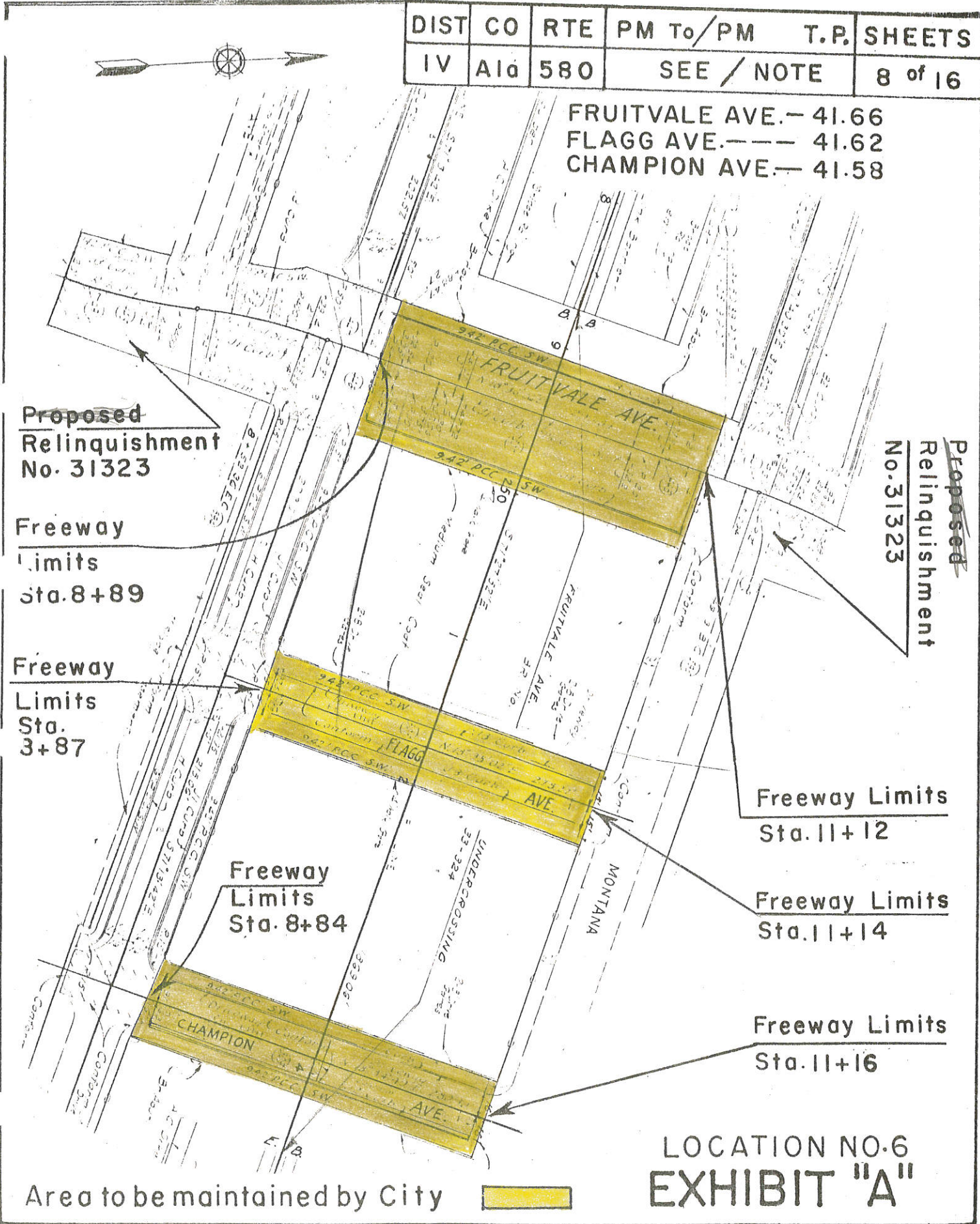
Freeway Limits Sta. 11+14

Freeway Limits Sta. 8+84

Freeway Limits Sta. 11+16

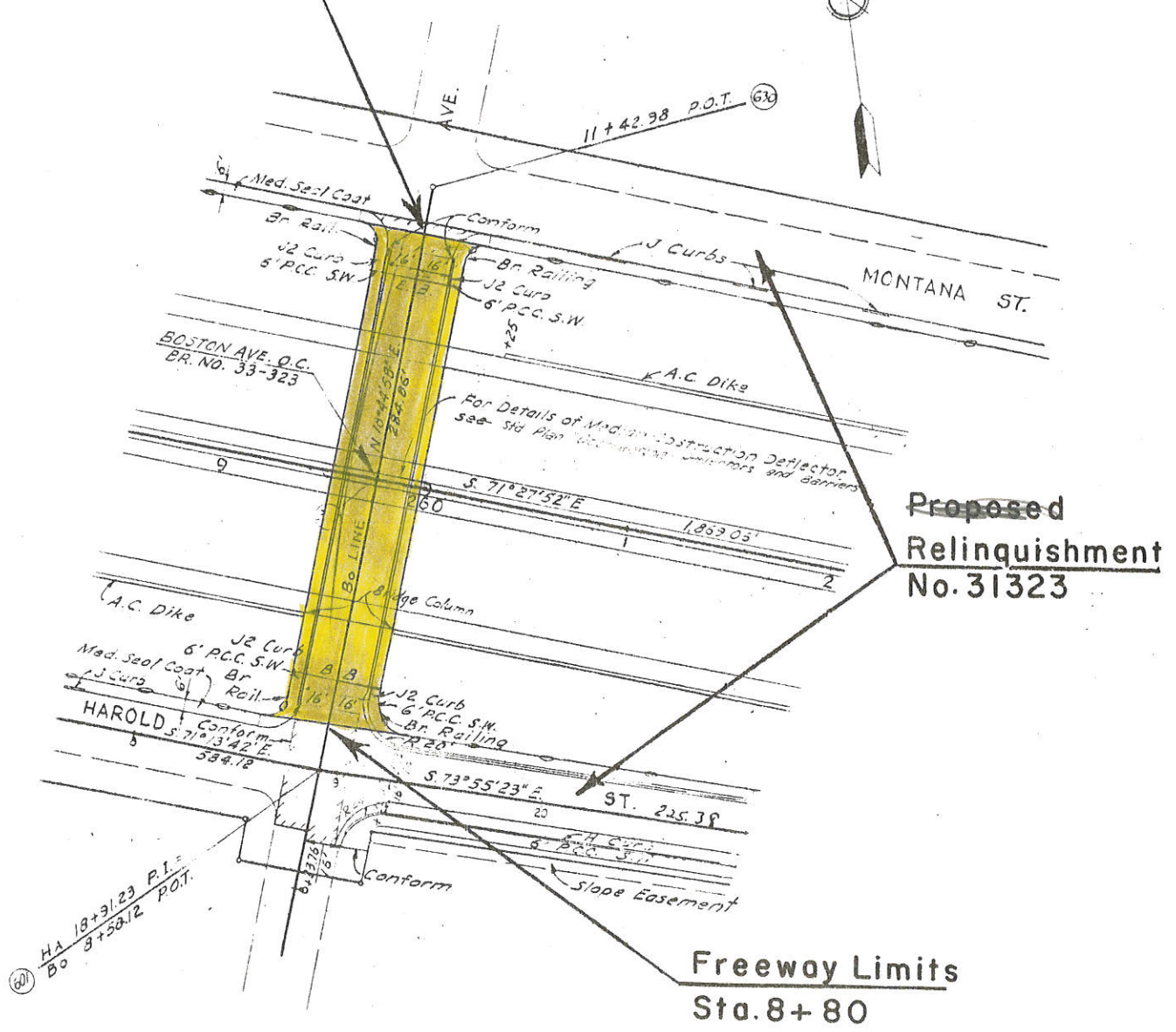
Area to be maintained by City

LOCATION NO. 6
EXHIBIT "A"



DIST	CO	RTE	PM To/PM	T.P.	SHEETS
IV	Ala	580	41.47 /		9 of 16

Freeway Limits
Sta. 11+19



Proposed
Relinquishment
No. 31323

Freeway Limits
Sta. 8+80

Area to be maintained by City

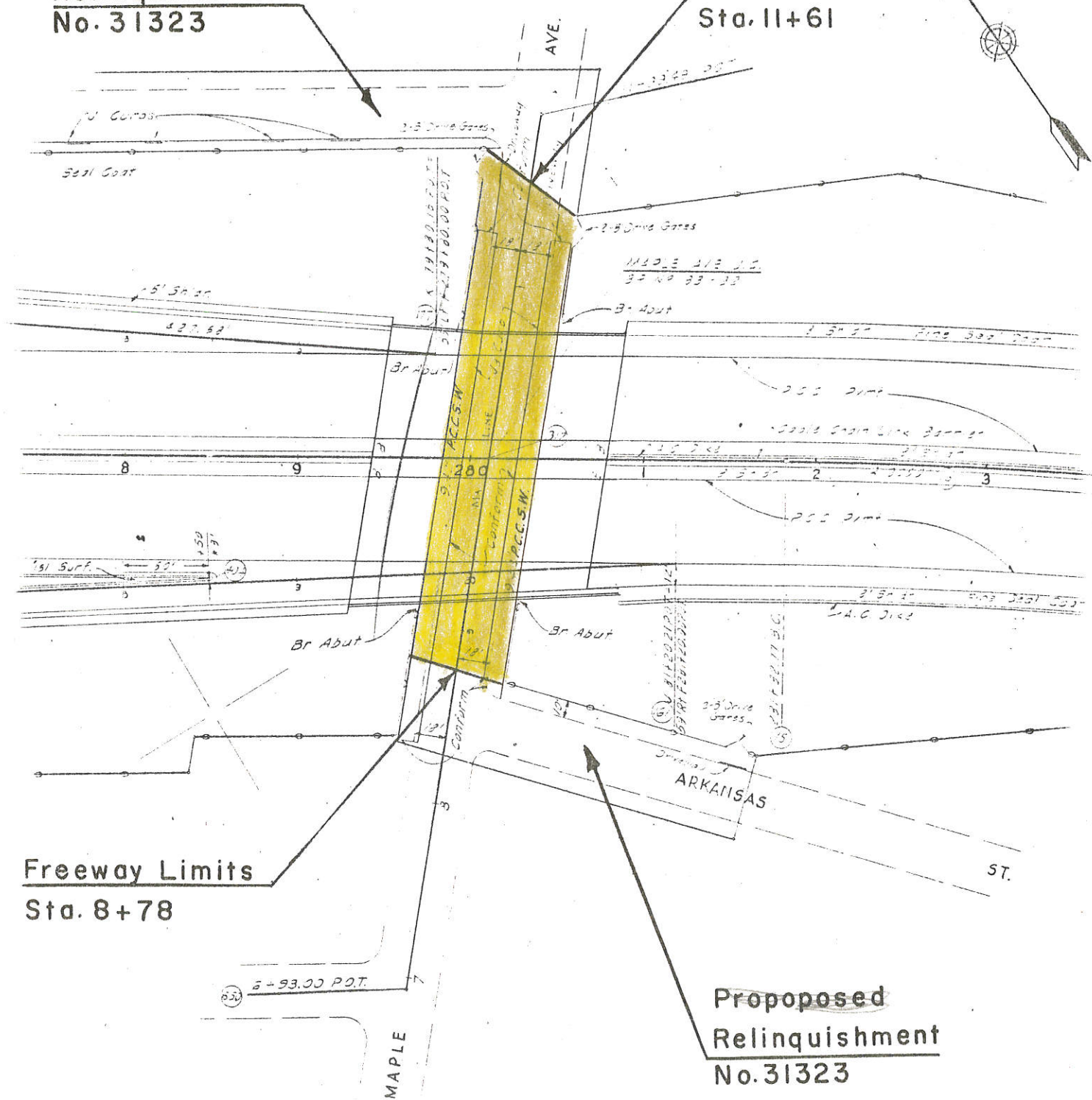


LOCATION NO. 7
EXHIBIT "A"

DIST	CO	RTE	PM To/PM	T.P.	SHEETS
IV	Ala	590	41.09 /		11 of 16

Proposed
Relinquishment
No. 31323

Freeway Limits
Sta. 11+61



Freeway Limits
Sta. 8+78

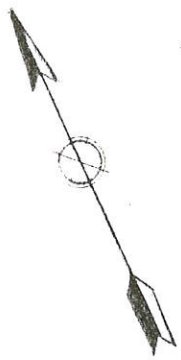
Proposed
Relinquishment
No. 31323

Area to be maintained by City



LOCATION NO. 9
EXHIBIT "A"

DIST	CO	RTE	PM To/PM	T.P.	SHEETS
IV	Ala	580	40.80 /		12 of 16



Proposed Relinquishment No. 31323

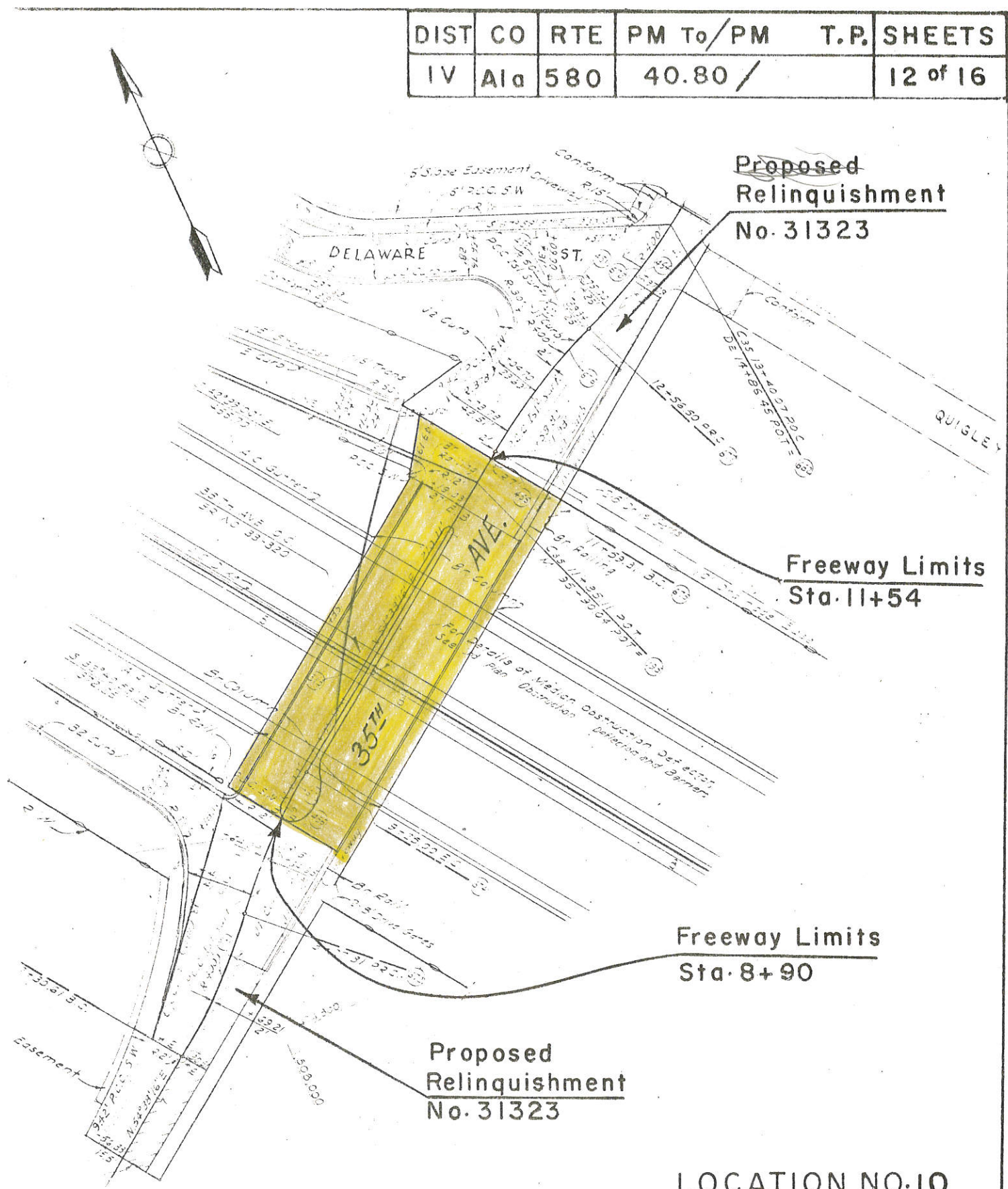
Freeway Limits Sta. 11+54

Freeway Limits Sta. 8+90

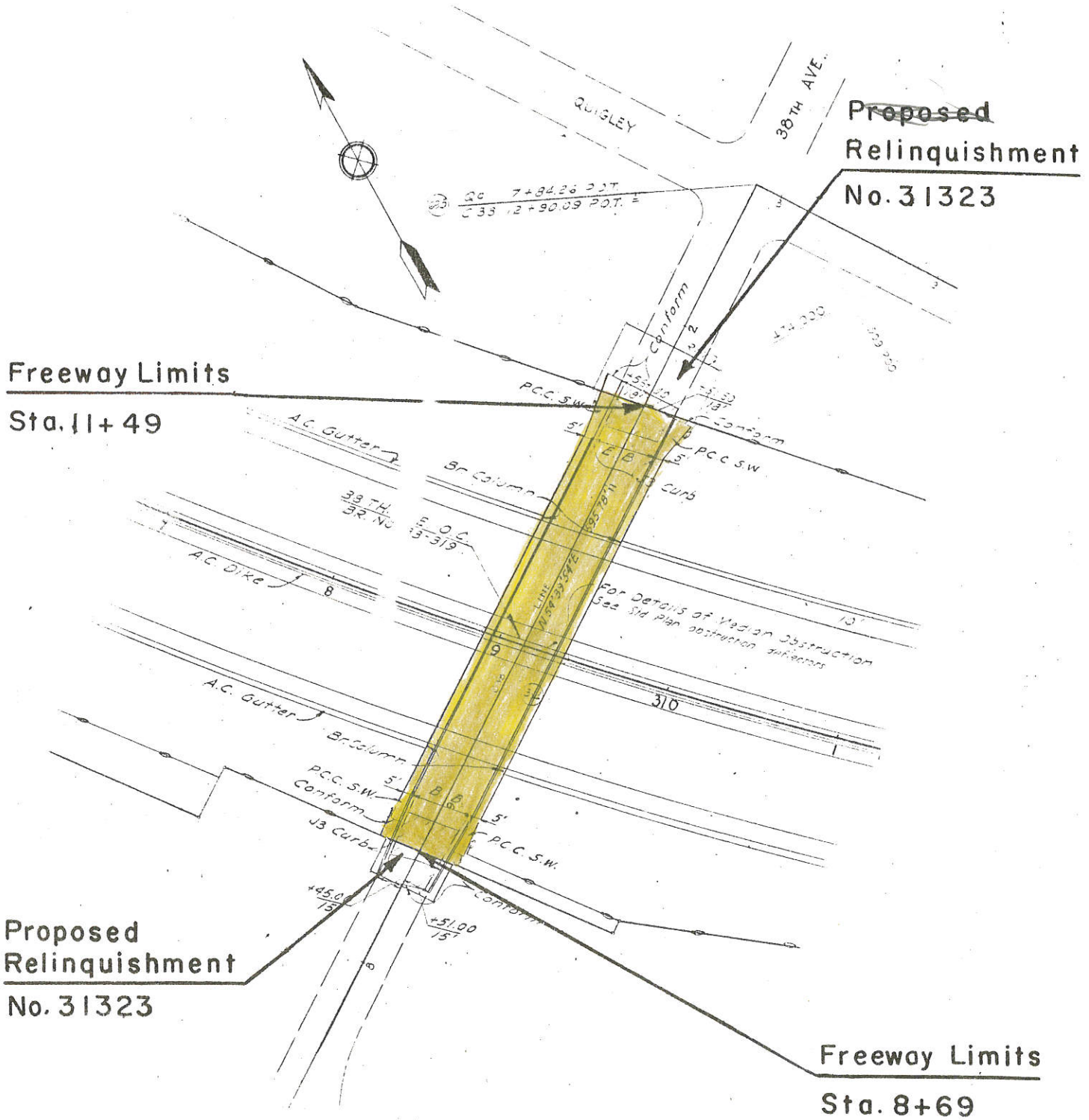
Proposed Relinquishment No. 31323

LOCATION NO. 10
EXHIBIT "A"

Area to be maintained by City



DIST	CO	RTE	PM To/PM	T.P.	SHEETS
IV	Ala	580	40.55 /		13 of 16



Area to be maintained by City

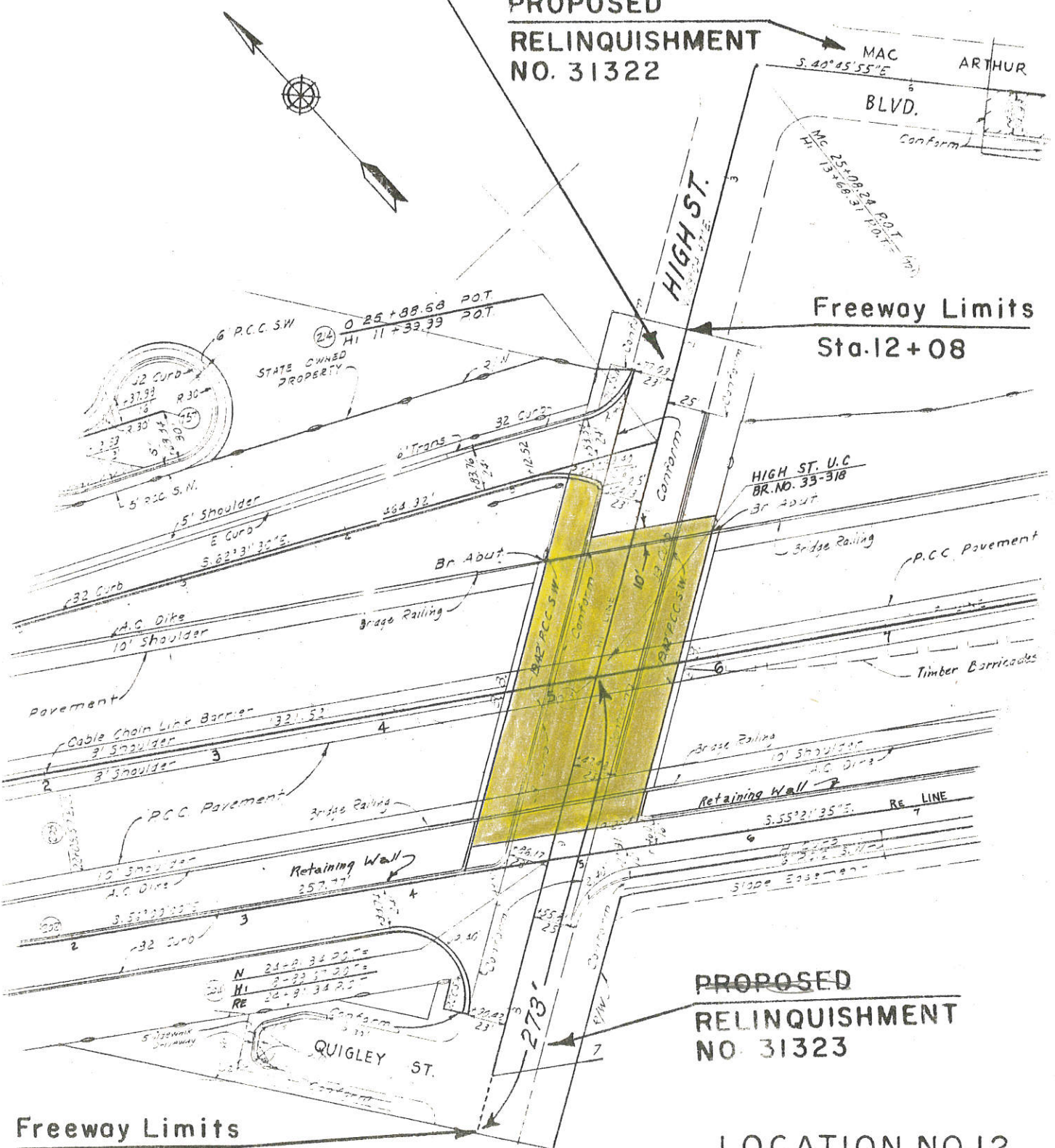


LOCATION NO. 11
EXHIBIT "A"

**PROPOSED
RELINQUISHMENT
NO. 31323**

DIST	CO	RTE	PM To/PM	T.P.	SHEETS
IV	Ala	580	40.24 /		14 of 16

**PROPOSED
RELINQUISHMENT
NO. 31322**



Freeway Limits

Area to be maintained by City



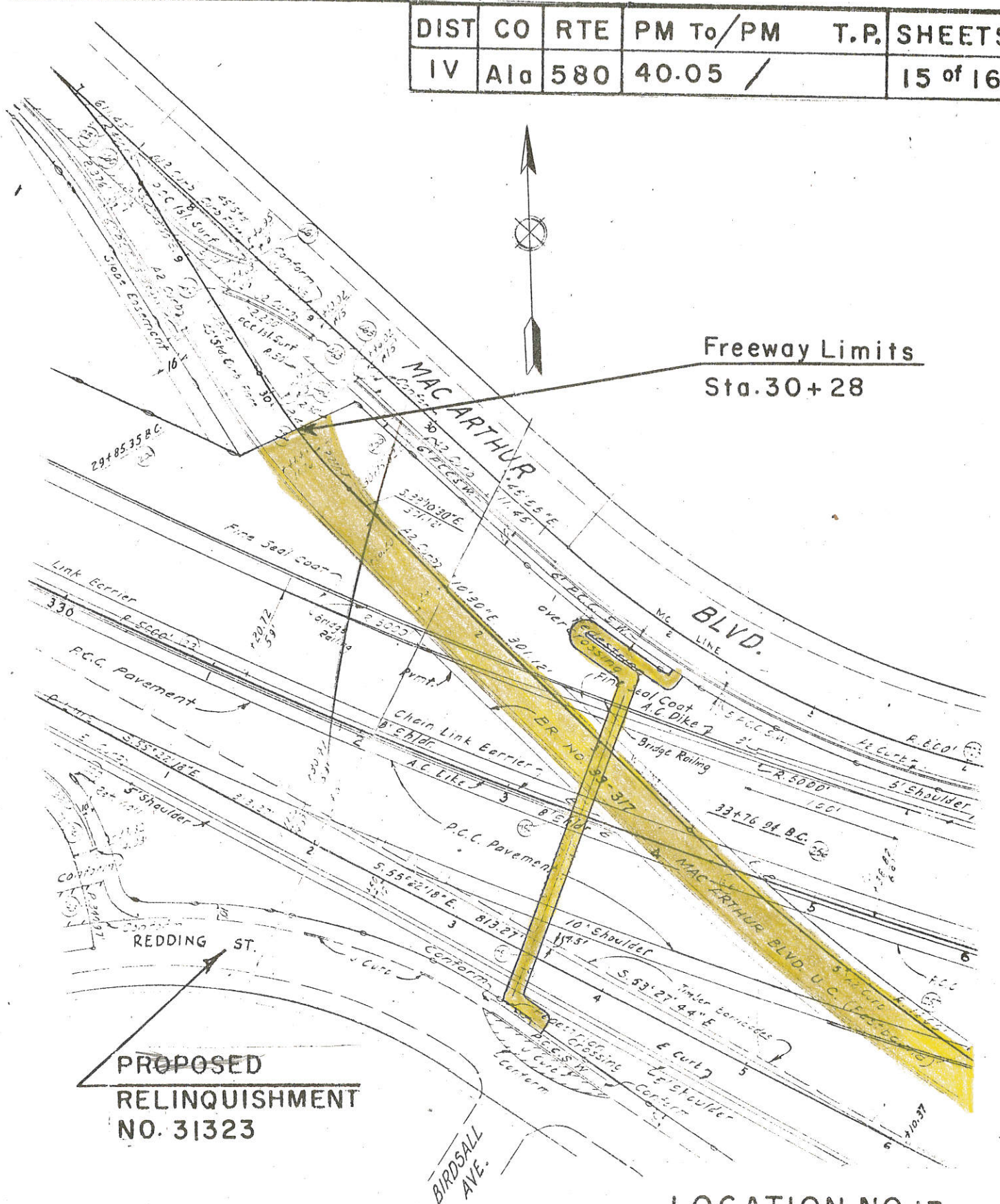
**PROPOSED
RELINQUISHMENT
NO. 31323**

**LOCATION NO. 12
EXHIBIT "A"**

DIST	CO	RTE	PM To/PM	T.P.	SHEETS
IV	Ala	580	40.05 /		15 of 16



Freeway Limits
Sta. 30+28



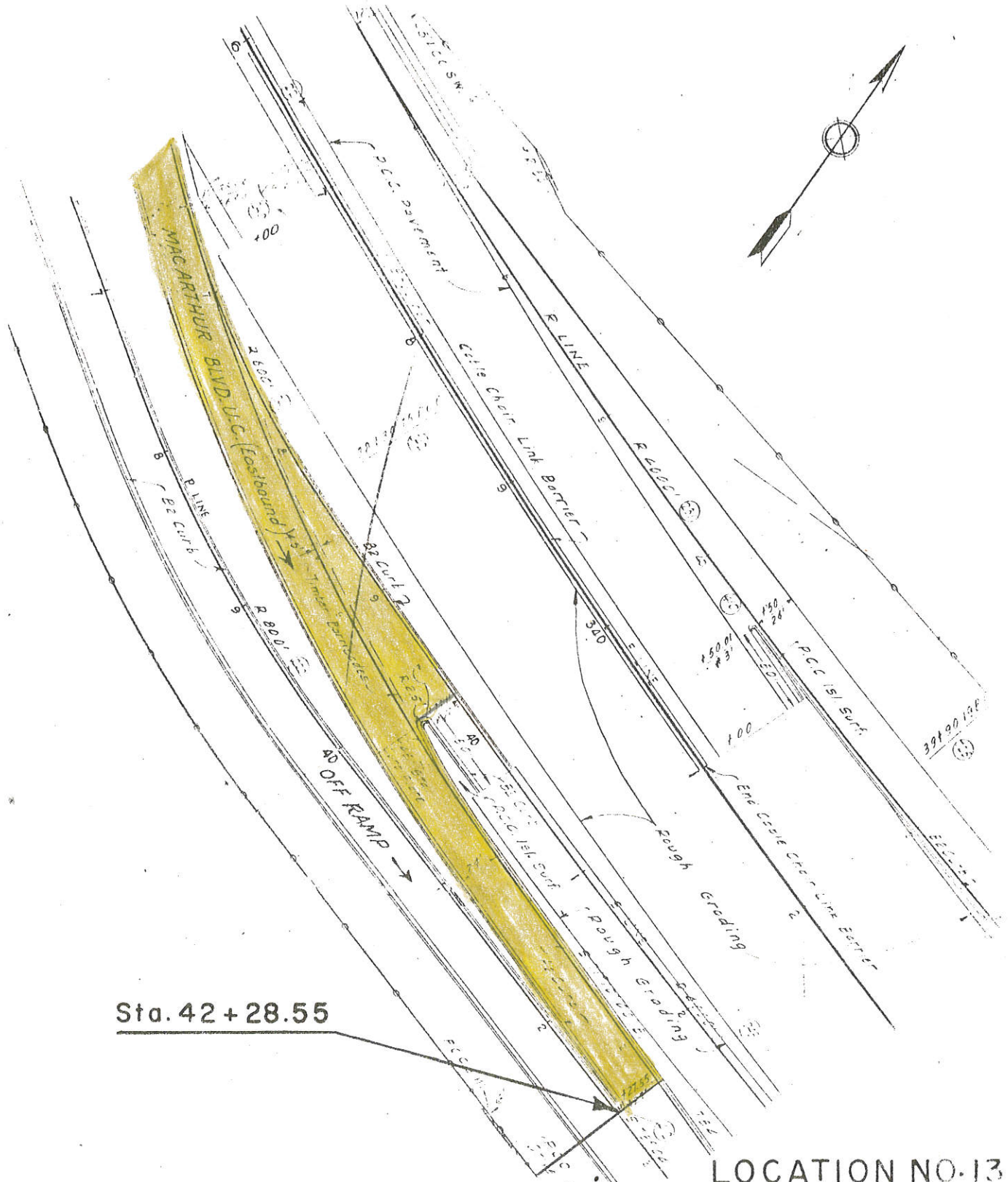
**PROPOSED
RELINQUISHMENT
NO. 31323**

Area to be maintained by City



LOCATION NO. 13
EXHIBIT "A"

DIST	CO	RTE	PM To/PM	T.P.	SHEETS
IV	Ala	580	40.05 /		16 of 16



Sta. 42 + 28.55

Area to be maintained by City



LOCATION NO. 13
EXHIBIT "A"

MICROFILM SLIPSHEET

AGREEMENT NO. ALA-025

COUNTY, ROUTE, POSTMILE ALA-880, PM. 27.1/31.0

LOCAL AGENCY OAKLAND

December 22, 1958 Admendment

AGREEMENT

AN AGREEMENT TO AMEND THE FREEWAY MAINTENANCE AGREEMENT BETWEEN THE STATE OF CALIFORNIA AND THE CITY OF OAKLAND DATED OCTOBER 4, 1949.

THIS AGREEMENT, made and entered into, in duplicate this 22d day of December, 1958, 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 Oakland, hereinafter for convenience referred to as "the City", witnesseth:

WHEREAS, on October 4, 1949, a Freeway Maintenance Agreement was executed between the State and the City covering State Highway Route 69 between High Street and Oak Street, and

WHEREAS, a uniform State-wide policy has subsequently been adopted regarding the division of maintenance on grade separation facilities, and

WHEREAS, said policy differs in certain respects from said Freeway Maintenance Agreement dated October 4, 1949;

NOW, THEREFORE, it is agreed:

Sections 1, 2, and 3 of said Freeway Maintenance Agreement between the State and the City dated October 4, 1949, between High Street and Oak Street shall be amended to read as follows:

1. Except as hereinafter provided the City will maintain, at City's expense, all portions of City Streets and appurtenant structures and bordering areas colored in yellow and purple on the map marked Exhibit "A" attached to said Freeway Maintenance Agreement dated October 4, 1949, and made a part hereof by this reference.

2. Except as hereinafter provided the State will maintain, at State's expense, all portions of the freeway and those portions of City streets adopted hereby as a part of the freeway proper and as colored in pink and green on said map marked Exhibit "A" attached to

said Freeway Maintenance Agreement dated October 4, 1949.

3. EXCEPTIONS

a) 29th AVENUE, 23rd AVENUE AND 19th AVENUE VEHICULAR
OVERCROSSINGS

The State will maintain, at State's expense, the entire structure below the deck surface. The City will maintain, at City's expense, the deck surface and/or surfacing and shall perform such work as may be necessary to insure an impervious and/or otherwise suitable surface. The City will also maintain all portions of the structure above the bridge deck, as above specified, as well as all traffic service facilities that may be required for the benefit or control of City street traffic.

b) HIGH STREET, FRUITVALE AVENUE, AND 5th AVENUE VEHICULAR
UNDERCROSSINGS

The State will maintain the structure proper. The lower roadway section, including the traveled way, shoulders, curbs, side walks, walls, drainage and lighting installations, and traffic service facilities will be maintained by the City.

c) LIVINGSTON STREET PEDESTRIAN UNDERCROSSING

The State will maintain the structure from a structural standpoint. The City will maintain all drainage and lighting installations and will be responsible for all cleaning and painting as may be required to keep the undercrossing free from debris and obscenity.

STATE OF CALIFORNIA, Acting by and
through the Department of Public Works

GEORGE T. McCOY
State Highway Engineer

By /s/ G. T. McCoy
State Highway Engineer DEC 22 1958

CITY OF OAKLAND

By /s/ Clifford E. Rishell
Mayor

By /s/ Wayne E. Thompson
City Manager

By /s/ George A. Dini
Asst. City Clerk

APPROVAL RECOMMENDED

/s/ L. A. Weymouth, District
Engineer

/s/ F. E. Baxter
Maintenance Engineer

APPROVAL AS TO FORM

Attorney for the Department

OAKLAND CITY COUNCIL
RESOLUTION NO. 37674 C.M. S.

Introduced by Councilman _____

RESOLUTION APPROVING THAT CERTAIN AGREEMENT BETWEEN THE STATE OF CALIFORNIA AND THE CITY OF OAKLAND RELATIVE TO THE MAINTENANCE OF THE NIMITZ FREEWAY BETWEEN HIGH STREET AND OAK STREET, ROAD IV-Ala-69-Oak; AUTHORIZING AND DIRECTING THE MAYOR AND THE CITY MANAGER TO EXECUTE FOR AND ON BEHALF OF THE CITY OF OAKLAND IN DUPLICATE SAID AGREEMENT; AND DIRECTING THE CITY CLERK TO ATTACH CERTIFIED COPIES OF THIS RESOLUTION TO THE DUPLICATE COPIES OF SAID AGREEMENT.

--oOo--

WHEREAS, the State of California through its Department of Public Works, Division of Highways, has presented an agreement to amend the Freeway Maintenance Agreement between the State of California and the City of Oakland covering the Nimitz Freeway between High Street and Oak Street, dated October 4, 1949, on Road IV-Ala-69-Oak, which said agreement of October 4, 1949 provided for the maintenance thereof; and

WHEREAS, a copy of the amended agreement has been filed on NOV 25 1958 in the office of the City Clerk, and the Council of the City of Oakland is familiar with the contents thereof; now, therefore,

BE IT RESOLVED: By the Council of the City of Oakland that the said agreement amending the original agreement of October 4, 1949 relative to the maintenance of Nimitz Freeway between Oak Street and High Street be and the same is hereby approved; and be it

FURTHER RESOLVED: That the Mayor and the City Manager are hereby authorized and directed to execute for an on behalf of the City of Oakland, in duplicate, the said agreement, and the City Clerk is hereby directed to attach certified copies of this resolution to the duplicate copies of said agreement.

MAROVICH,
XXXXXXX

I certify that the foregoing is a full, true and correct copy of a Resolution passed by the City Council of the City of Oakland, California, on NOV 25 1958

GLAYDS H. MURPHY, City Clerk

Per /s/ K. C. Ziegler _____, Deputy