

MICROFILM SLIPSHEET

AGREEMENT NO. ACA - 075

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

LOCAL AGENCY CITY OF OAKLAND

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FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate, this 24<sup>th</sup> 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 \_\_\_\_\_

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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.

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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

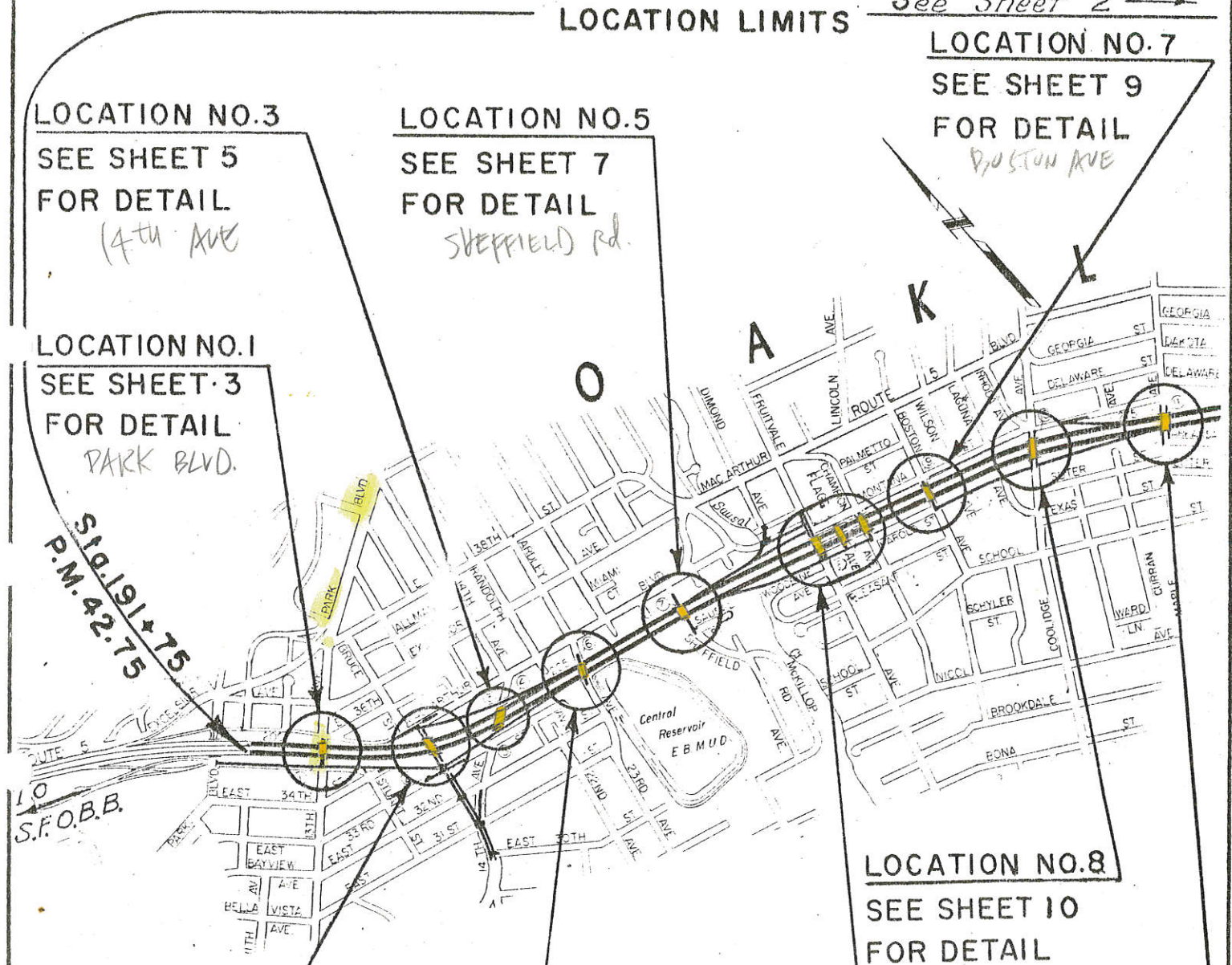
*23rd AVE*

Area to be maintained by City



EXHIBIT "A"

VICINITY MAP  
FREEWAY MAINTENANCE  
AGREEMENT

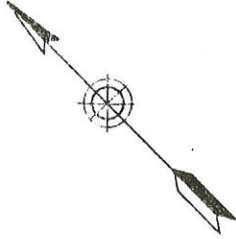




See Sheet-1

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"



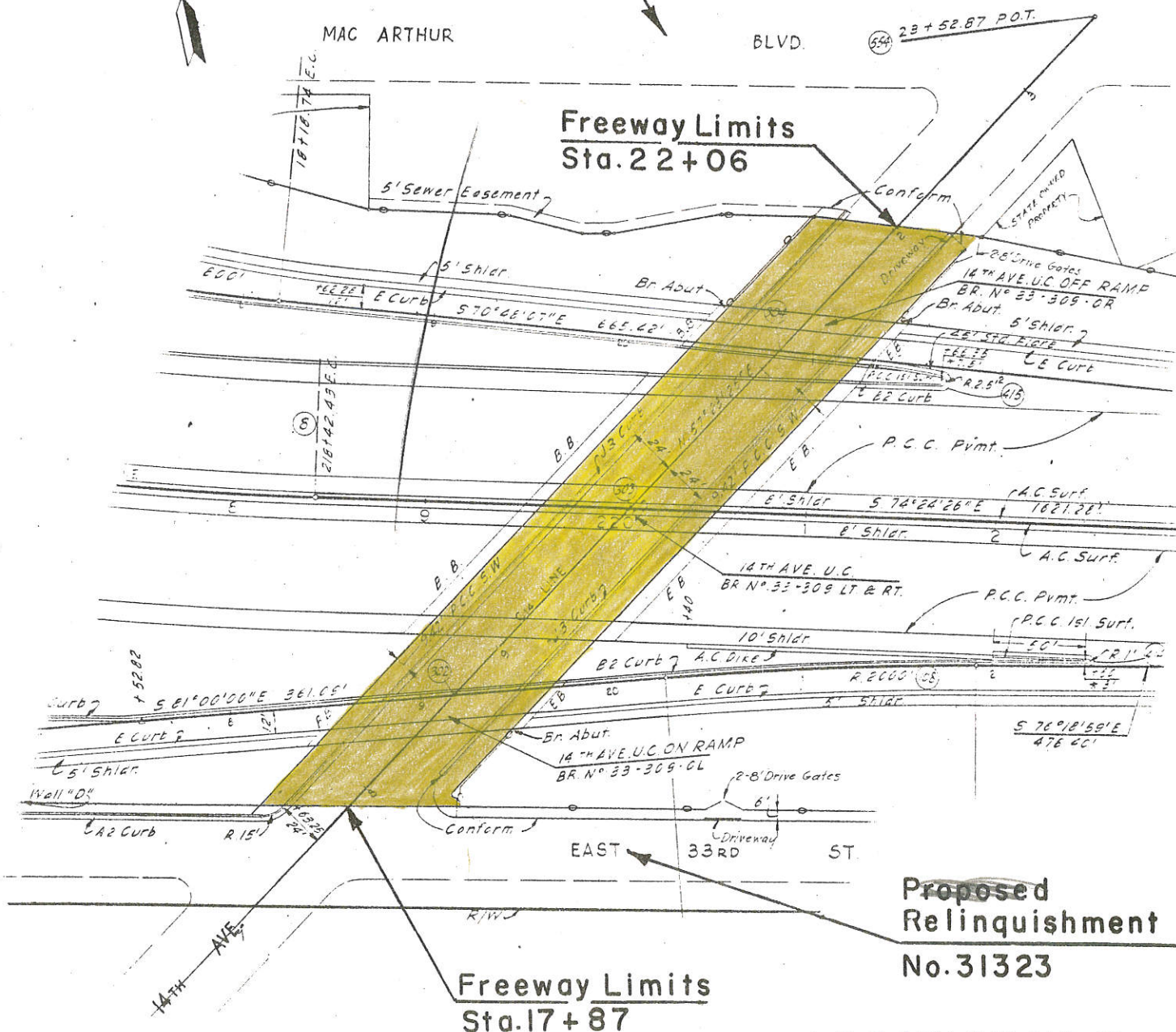
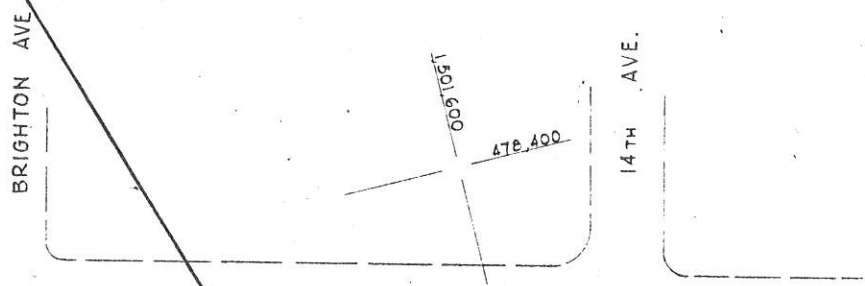






**PROPOSED  
RELINQUISHMENT  
NO. 31322**

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



**Proposed  
Relinquishment  
No. 31323**

**Freeway Limits  
Sta. 17+87**

Area to be maintained by City

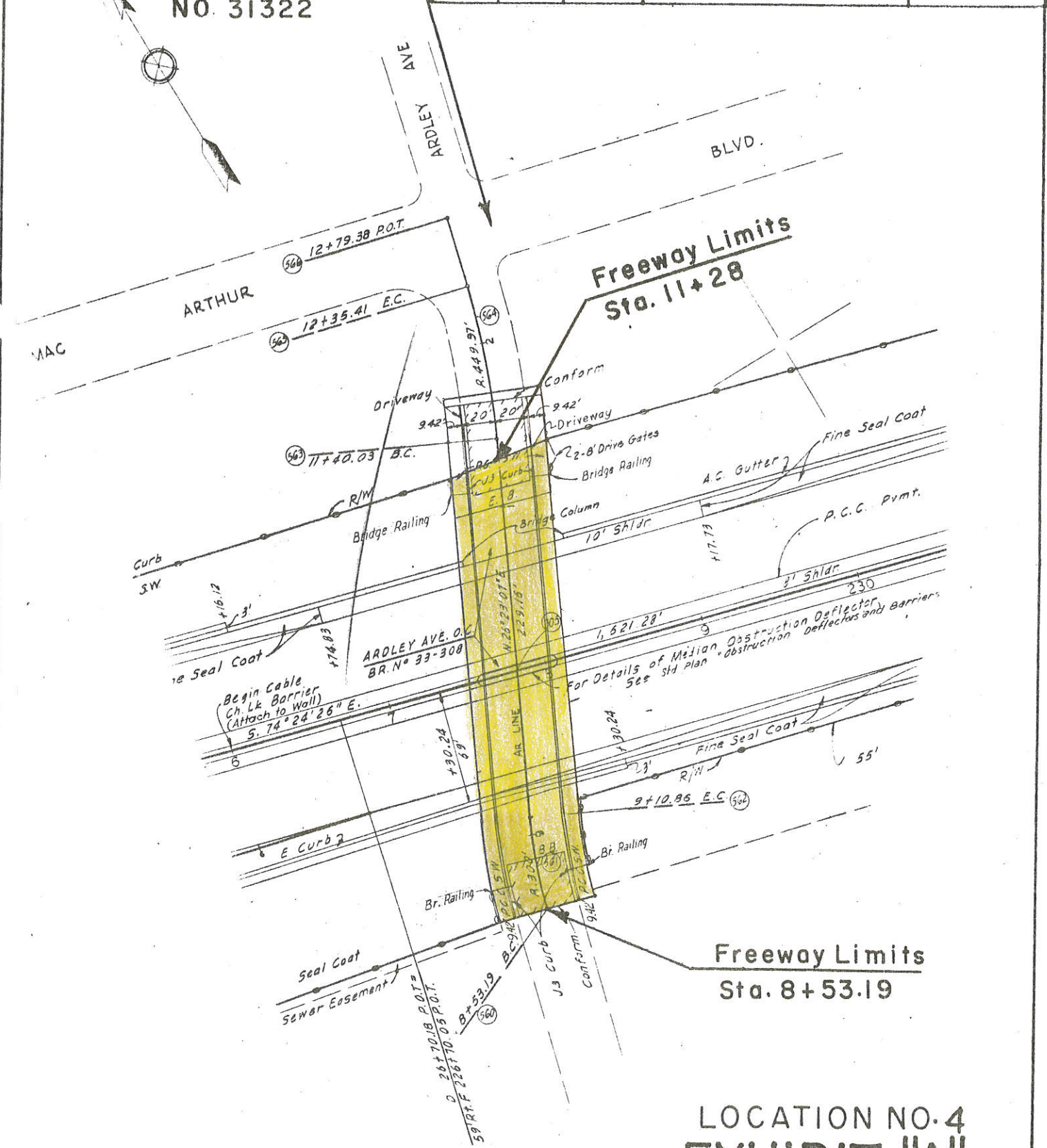
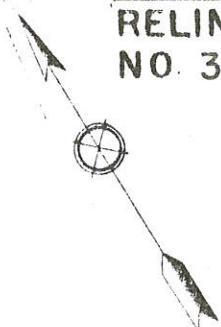


**LOCATION NO. 3  
EXHIBIT "A"**



**PROPOSED  
RELINQUISHMENT  
NO. 31322**

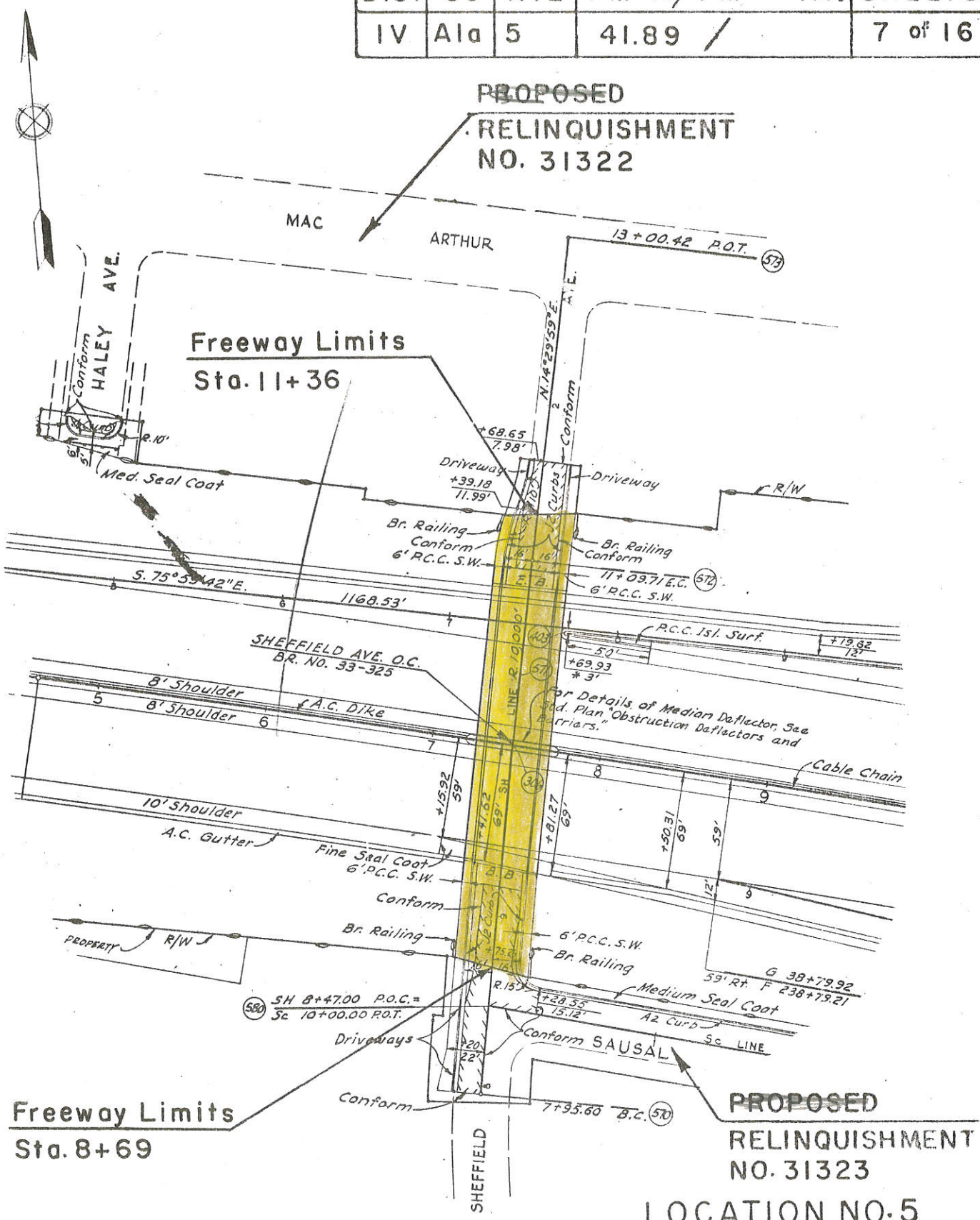
DIST	CO	RTE	PM To/PM	T.P.	SHEETS
IV	Ala	580	42.07 /		6 of 16



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



**PROPOSED  
RELINQUISHMENT  
NO. 31322**

**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. 8+84**

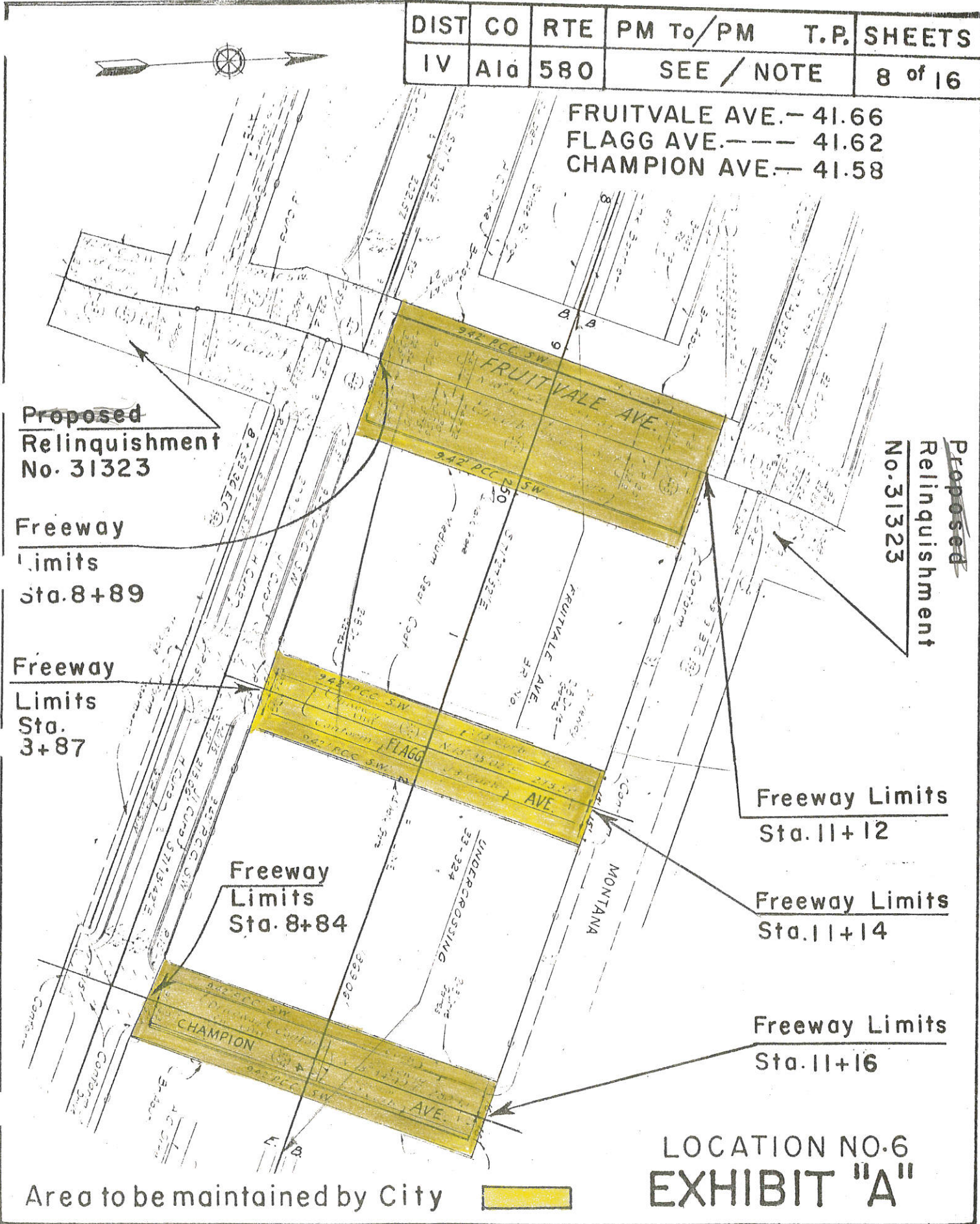
**Freeway Limits Sta. 11+12**

**Freeway Limits Sta. 11+14**

**Freeway Limits Sta. 11+16**

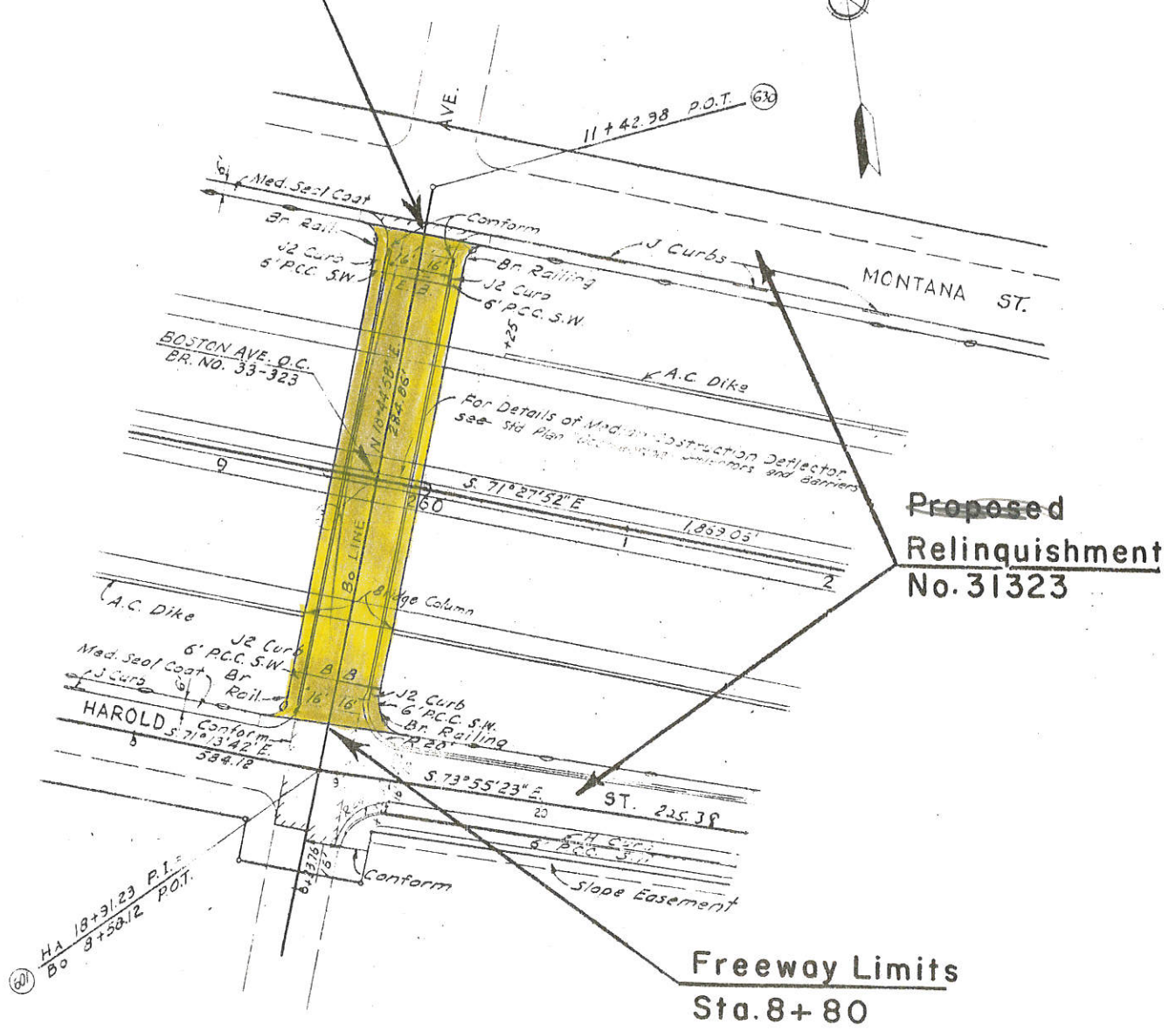
Area to be maintained by City

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	580	41.30 /		10 of 16

Freeway Limits

Sta. 11+62

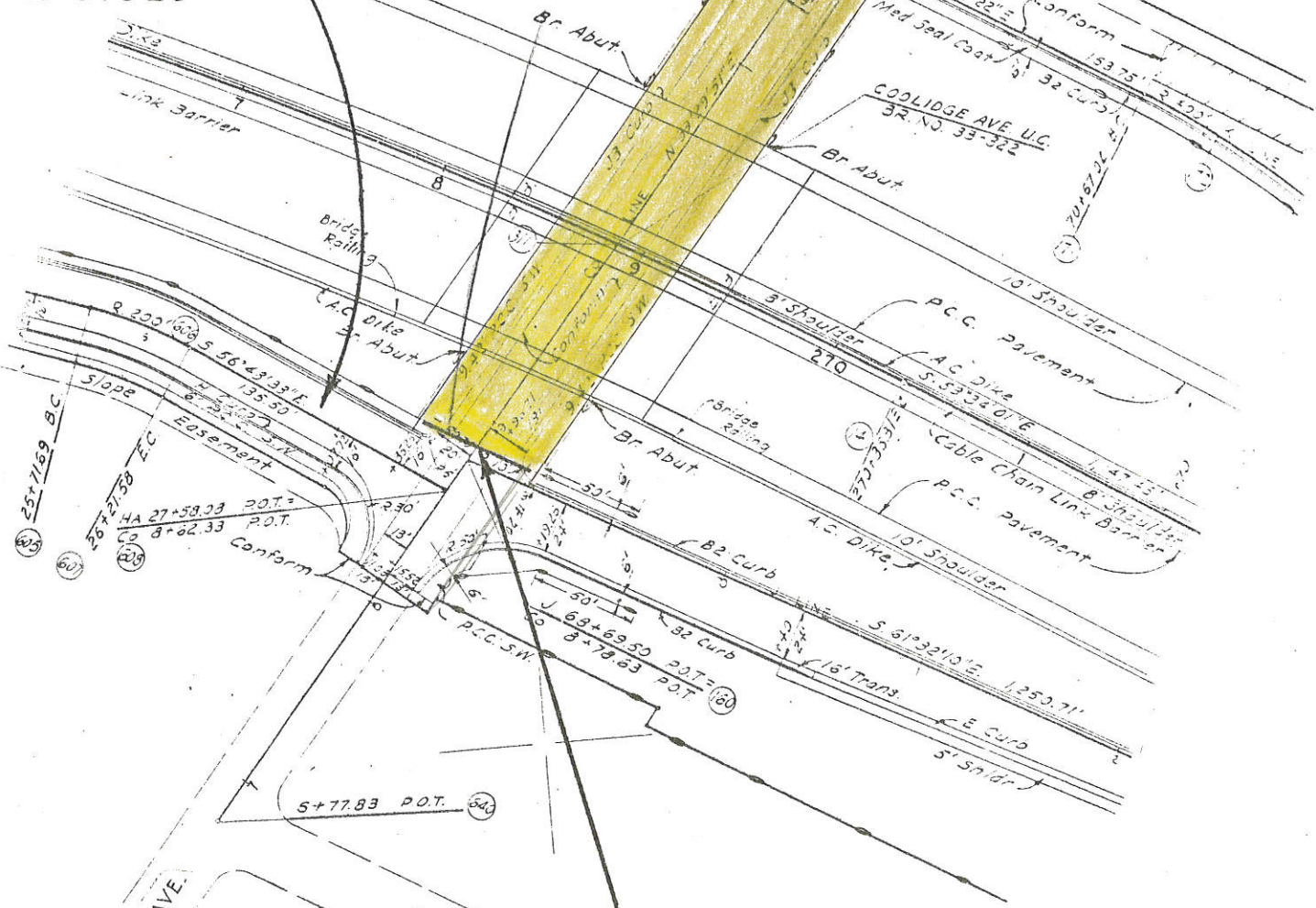


Proposed  
Relinquishment  
No. 31323

RHODE  
AVE.

Co 11+70.37 P.O.T. = 23  
Co 8+03.27 P.O.T.

COOLIDGE AVE U.C.  
BR. NO. 33-322



Freeway Limits

Sta. 8+86

COOLIDGE  
AVE.  
SUTER ST.

Area to be maintained by City

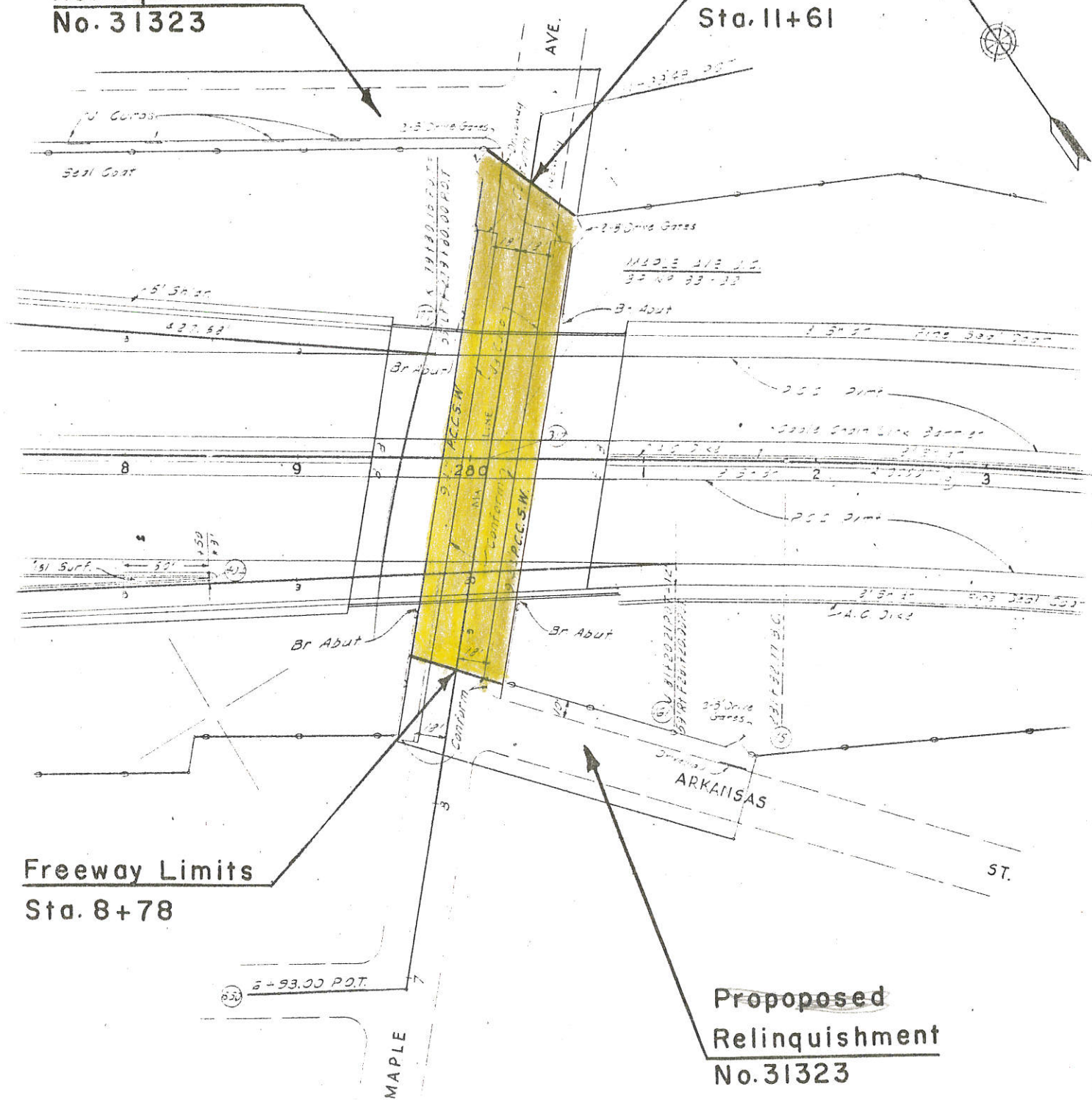


LOCATION NO. 8  
EXHIBIT "A"

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"





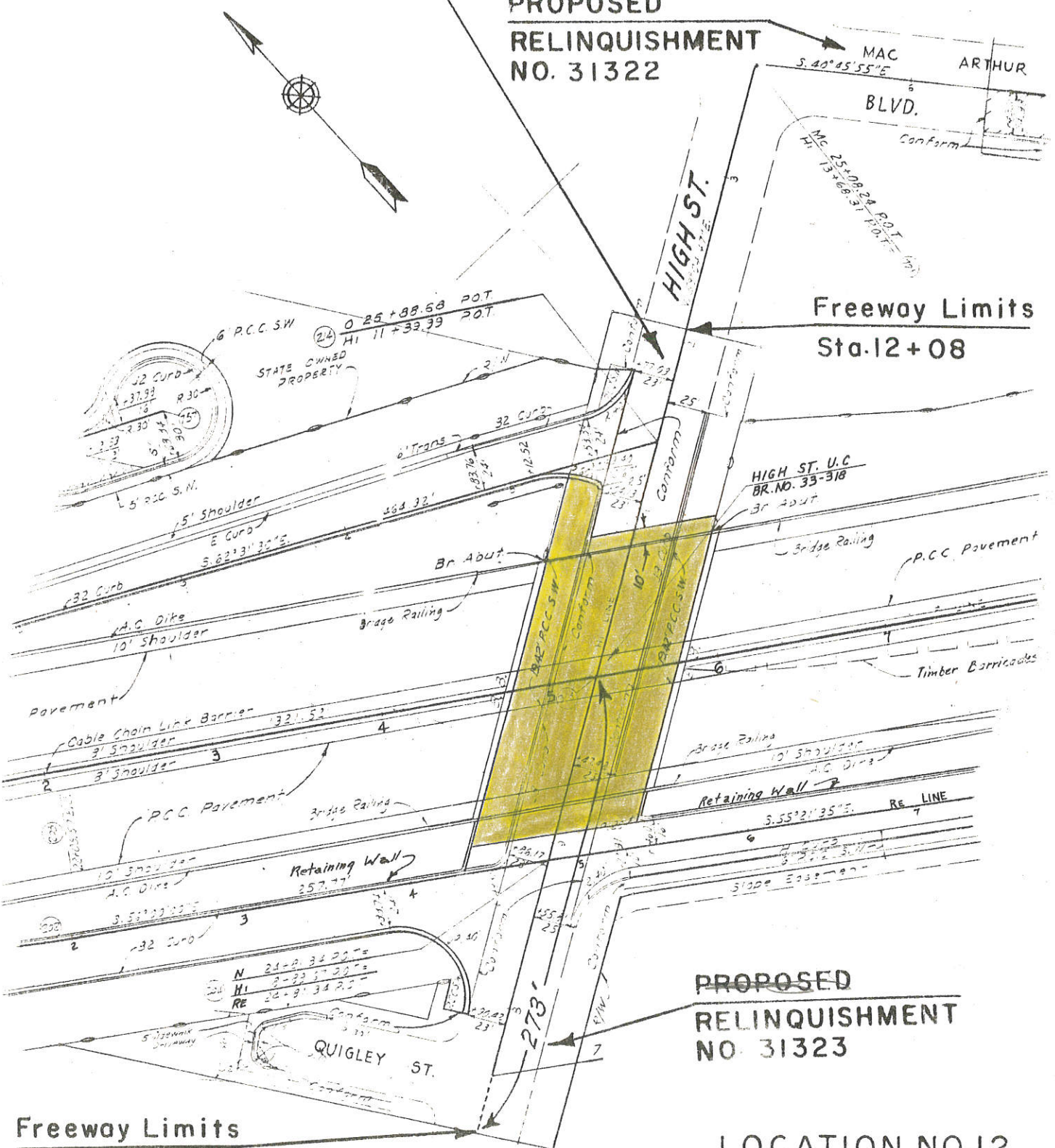




**PROPOSED  
RELINQUISHMENT  
NO. 31323**

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**

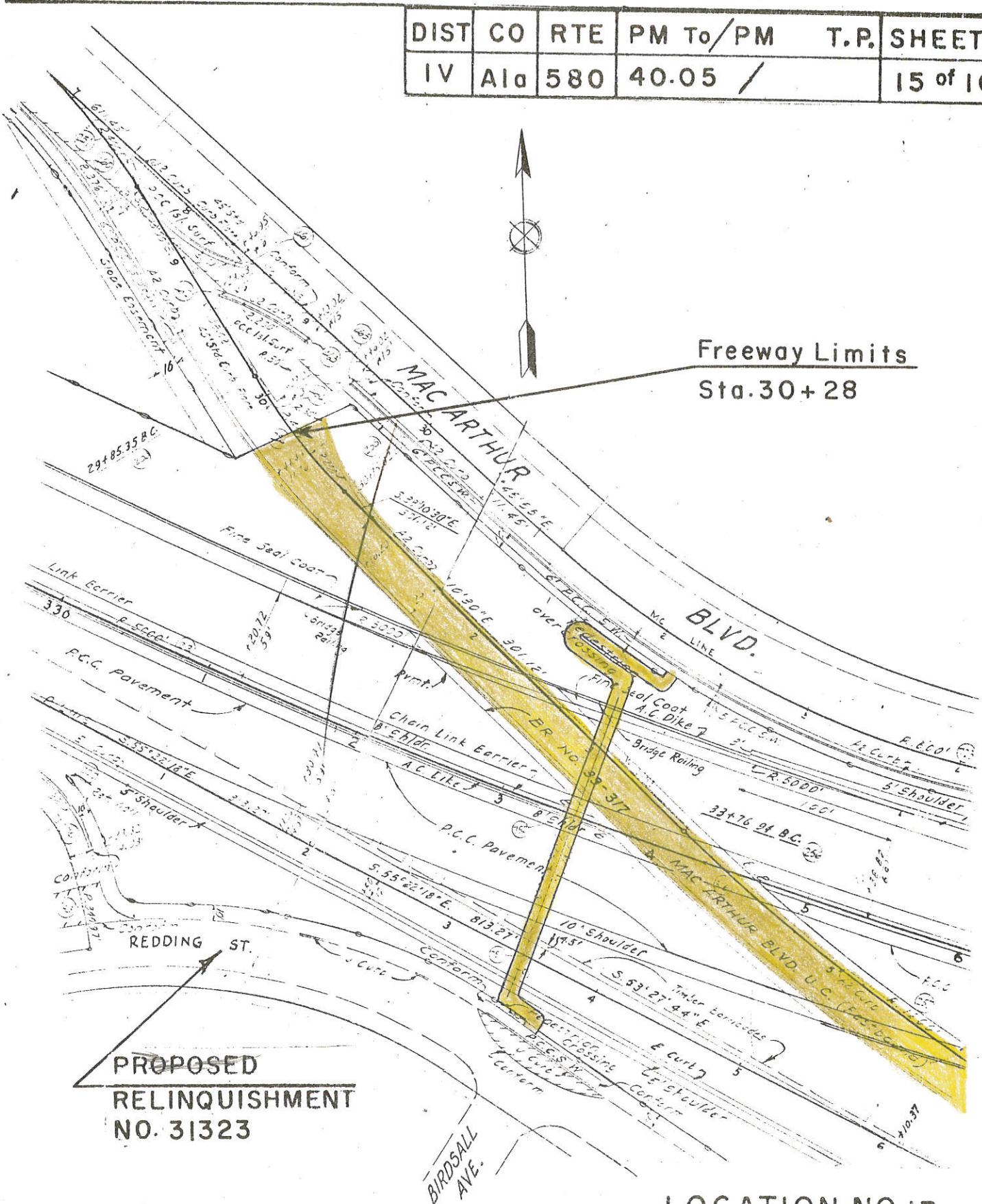
**LOCATION NO. 12  
EXHIBIT "A"**



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



Freeway Limits  
Sta. 30+28



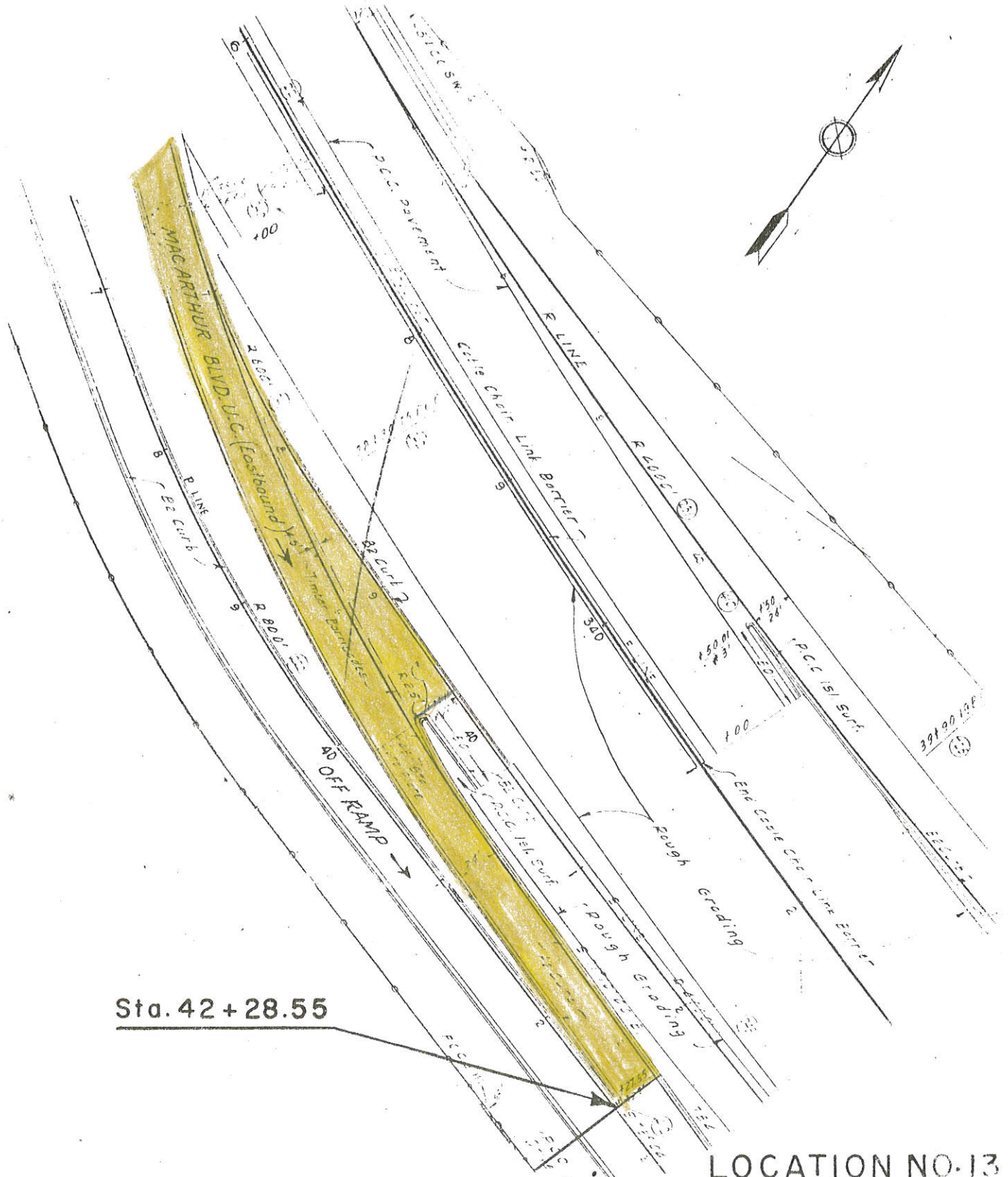
**PROPOSED  
RELINQUISHMENT  
NO. 31323**

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"