

RESOLUTION NO. 57-65

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO
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 50, between 2.2 miles east of the Sacramento County Line and 1.0 mile east of Bass Lake Road, within the limits of the County of El Dorado, 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 El Dorado that said maintenance agreement be and the same is hereby approved and the Chairman of the Board of Supervisors and the County Clerk are directed to sign the same on behalf of said Board of Supervisors.

ADOPTED THIS 1st DAY OF March, 1965.

By R. G. CHISM
Chairman, Board of Supervisors

ATTEST:

By RUTH LANG
County Clerk

Attest:

By BARBARA L. COOK
Clerk to the Board

I hereby certify that the foregoing resolution was duly and regularly passed by the Board of Supervisors of the County of El Dorado at a regular meeting thereof held

March 1, 1965.


Deputy

FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate, this 1st day of March, 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 El Dorado, hereinafter for convenience referred to as "the County", witnesseth:

WHEREAS, on March 2, 1964, and on June 1, 1964, Freeway Agreements were executed between the County and the State relating to the development of that portion of State Highway Route 50, within the limits of the County of El Dorado as a freeway, and

WHEREAS, under the provisions of said Freeway Agreement, 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, as indicated on the attached map marked Exhibit "A" and made a part hereof by this reference.

2. 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.

3. LANDSCAPED AREAS

All planting or other types of roadside developaent within the freeway limits and as indicated on Exhibit "A" will be maintained by the County.

4. 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, County shall fully indemnify and hold State harmless from any damage or liability occurring by reason of anything done or omitted to be done by County under or in connection with any work, authority or jurisdiction delegated to County under this Agreement.

It is understood and agreed that neither 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, Department shall fully indemnify and hold County 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 County under this Agreement.

5. 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 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

J. C. WOMACK
STATE HIGHWAY ENGINEER

Approval Recommended

W. L. Harris
District Engineer

Edmond [Signature]
Maintenance Engineer

Approval as to Form

Charles [Signature]
Attorney for Department

Attorney

By [Signature]
Deputy State Highway Engineer
MAR 22 1965
COUNTY OF EL DORADO

By [Signature]
Chairman, Board of Supervisors
ATTEST: RUTH LANG, County Clerk

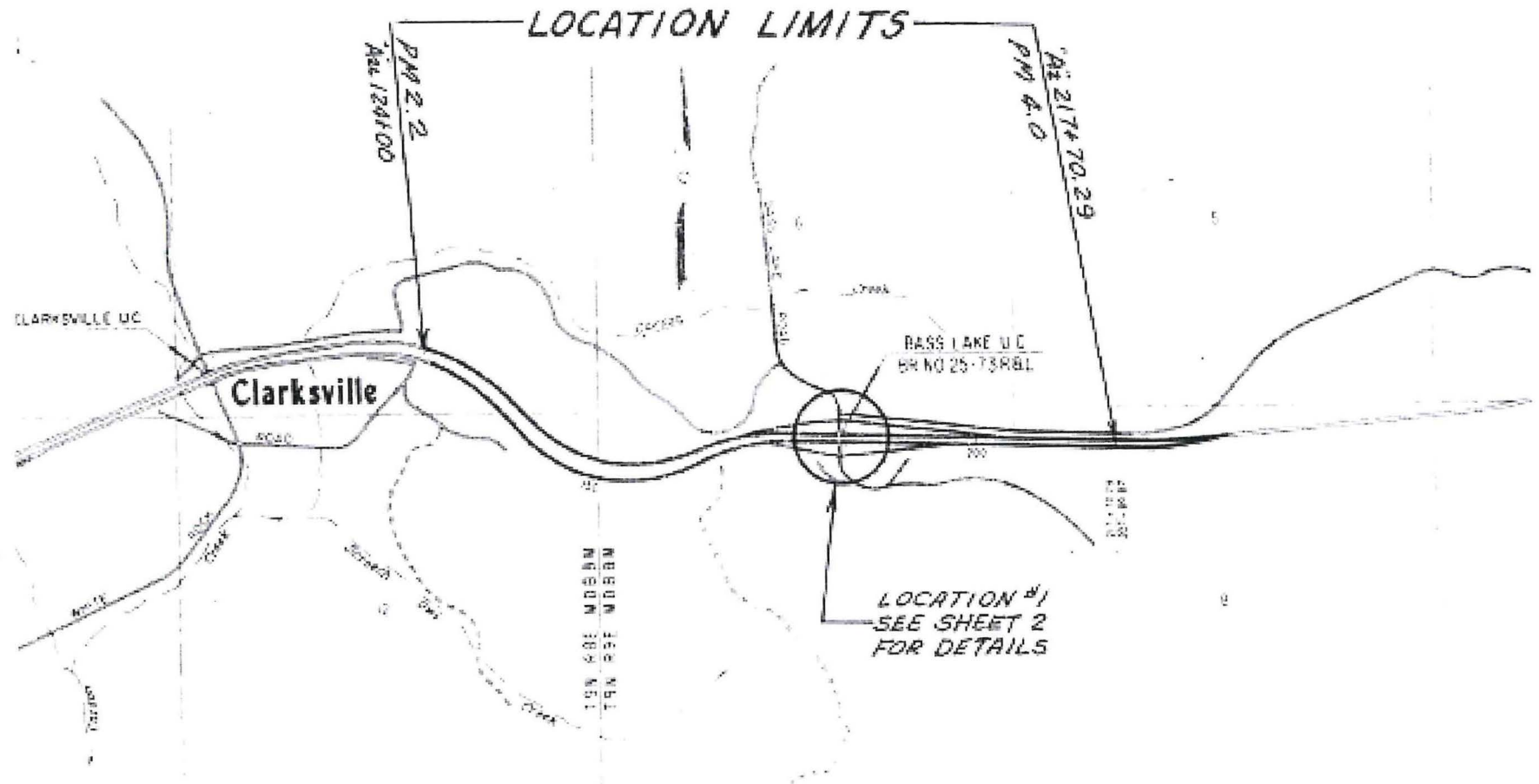
By [Signature]
County Clerk (Deputy)

STATE HIGHWAY

In El Dorado County

*Between 2.2 Miles East of the Sacramento County Line
and 1.0 Mile East of Bass Lake Road*

DIST.	CO.	RTE.	SEC.	SHEET OF SHEETS	
III	ED	50	22/40	1	2

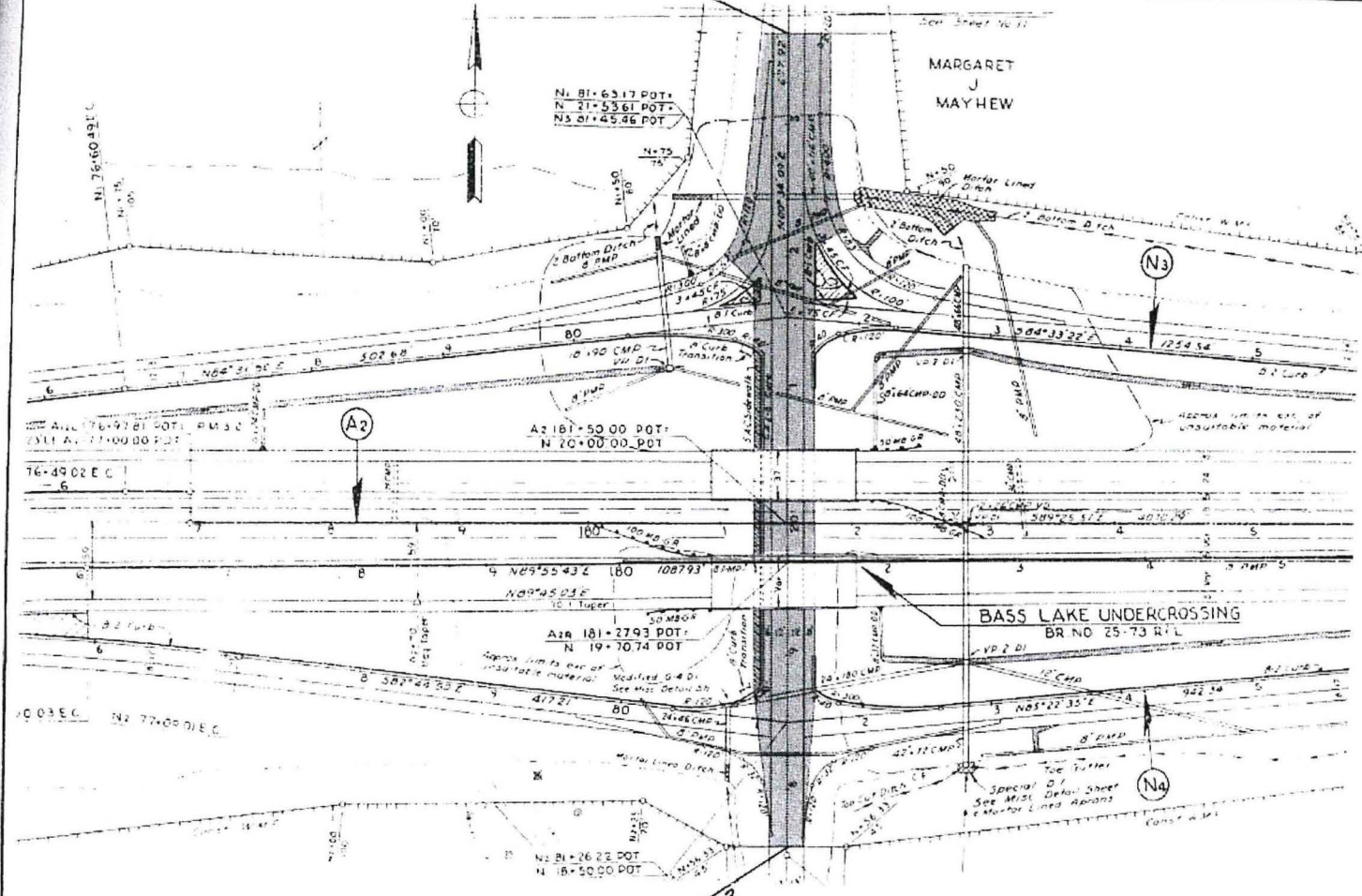


Area to be maintained by the County

VICINITY MAP
FREeway MAINTENANCE
AGREEMENT
EXHIBIT "A"

FREEWAY LIMIT $N 23170^{\circ}$

DIST.	CO.	RTE.	SEC.	SHEET OF SHEETS
III	ED	50	22/40	2 2



FREEWAY LIMIT $N 17756.33$

Area to be maintained by the County

LOCATION #1
EXHIBIT "A"