

RELINQUISHMENT AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON MARCH 12, 2009, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

COUNTY OF NEVADA, a public corporation of the State of California, referred to herein as "COUNTY".

RECITALS

1. STATE and COUNTY, herein referred to as "PARTIES", pursuant to Streets and Highways Code section 73, are authorized to enter into a Cooperative Agreement in order for STATE to relinquish frontage roads to COUNTY.
2. STATE will install a traffic signal and construct frontage roads, and roadway improvements on State Route (SR) 49 (PM 9.7/11.2), referred to hereafter as "PROJECT". As a result of PROJECT, STATE desires to relinquish to COUNTY those portions of realigned and newly constructed frontage roads, referred to hereinafter as "RELINQUISHED FACILITIES", as shown on Exhibits A, B, and C, attached to and made part of this Agreement.
3. COUNTY is willing to accept RELINQUISHED FACILITIES upon approval by the California Transportation Commission (CTC) of a Resolution of Relinquishment and STATE's recording of said Resolution in the County Recorder's Office.
4. PARTIES agree that COUNTY will accept and assume full maintenance, ownership, responsibility, control and liability in perpetuity over RELINQUISHED FACILITIES.
5. PARTIES intend to define herein the terms and conditions under which relinquishment of RELINQUISHED FACILITIES is to be accomplished.

SECTION I

COUNTY AGREES:

1. Execution of this Agreement constitutes COUNTY's waiver of STATE's obligation to provide ninety (90) days prior notice of STATE's "Intention to Relinquish" as set forth in Streets and Highways Code section 73.

2. To accept ownership, including all of STATE's current obligations, rights, title and interest in RELINQUISHED FACILITIES upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office and to thereafter operate, maintain, and be liable for RELINQUISHED FACILITIES at no additional cost to STATE.

SECTION II

STATE AGREES:

1. To relinquish RELINQUISHED FACILITIES upon the approval of the CTC's Resolution of Relinquishment and after completion and acceptance of PROJECT construction.
2. To submit the CTC Resolution of Relinquishment to the County Recorder's Office for recording.
3. To transfer to COUNTY, within sixty (60) days of the recordation of the CTC's Resolution of Relinquishment, all available STATE records and files for the RELINQUISHED FACILITIES, including, but not limited to, plans, survey data and right of way information.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the CTC.
2. STATE reserves the right to enter RELINQUISHED FACILITIES at no cost to STATE, including sidewalks and other areas adjacent to the travel way, to modify or add signage, drainage, and other improvements necessary for State Highway operations. COUNTY agrees to allow STATE access to operate, maintain, add, remove, or modify STATE's facilities retained in RELINQUISHED FACILITIES.
3. Neither STATE nor any officer or employee thereof is responsible for any injury, 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 conferred upon COUNTY or arising under this Agreement. It is understood and agreed that COUNTY will fully

defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Agreement.

4. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction conferred upon STATE or arising under this Agreement. It is understood and agreed that STATE will fully defend, indemnify and save harmless COUNTY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
5. No alteration of the terms of this Agreement shall be valid unless made in writing and signed by PARTIES hereto and no oral understanding or agreement not incorporated herein shall be binding on any of PARTIES' hereto.
6. This Agreement shall terminate upon recordation of the CTC's Resolution of Relinquishment for RELINQUISHED FACILITIES in the County Recorder's Office, or on December 31, 2012, whichever is earlier in time except for those provisions which relate to indemnification, ownership, operation, and maintenance, which shall remain in effect until terminated or modified in writing by mutual agreement.

STATE OF CALIFORNIA
Department Of Transportation

WILL KEMPTON
Director


GARY S. SIDHU, Deputy District Director
D3 Programming & Project Management

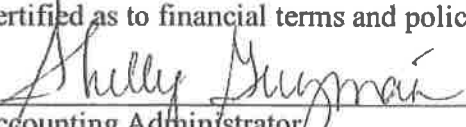
Approved as to form and procedure:


Department of Transportation Attorney

Certified as to funds:


District Project Control Officer

Certified as to financial terms and policies:


Accounting Administrator

COUNTY OF NEVADA


Chair, Board of Supervisors


Clerk, Board of Supervisors

Approved as to form and procedure:


Attorney



RESOLUTION No. 09-077

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

APPROVE NEW ROAD NAMES AND APPROVE COOPERATIVE AGREEMENT WITH CALTRANS ASSOCIATED WITH THE CALTRANS HIGHWAY 49/LA BARR MEADOWS ROAD IMPROVEMENT PROJECT

WHEREAS, CalTrans intends to improve Highway 49 in the area of the La Barr Meadows Road intersection; and

WHEREAS, the project includes the construction of new frontage roads; and

WHEREAS, the new frontage roads will be named in accordance with the attached Figures 2 and 3; and

WHEREAS, a Cooperative Agreement is necessary to transfer the frontage roads from CalTrans to County of Nevada ownership.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors approves the following new road names as shown below and in Figures 3 and 4, finding that the proposed road names and continuation of existing road names are consistent with Article 2, Chapter VII (Uniform System for Naming Streets) of the Nevada County Land Use and Development Code; and that the proposed road names and continuation of existing road names are in the interest of protecting the public health, safety and general welfare and will assist property owners, the public and emergency providers in locating properties in the County.

Road	Description
Golden Star Road	Provides access from new Allison Ranch Road intersection with Highway 49 to Tall Pines Mobile Home Park as well as properties on Norambagua.
Allison Ranch Road	Existing Allison Ranch extended to proposed signalized intersection on Highway 49.
Braemar Way	Provides access from new Allison Ranch Road to Kenwood and private segment of Braemar.
Dalewood Way	Provides access from new Braemar to one parcel plus gated emergency access to Ponderosa Pines Mobile Home Park.
La Barr Meadows Road	Existing La Barr Meadows Road extended to proposed signalized intersection on Highway 49.
Forest Springs Drive	Private road from new La Barr Meadows Road accessing the Forest Springs Mobile Home Park.
Shamrock Mine Court	Private road from Highway 49 accessing two private parcels.

BE IT FURTHER RESOLVED that the Nevada County Board of Supervisors approves the Cooperative Agreement with CalTrans and directs the Chair of the Board of Supervisors to execute the agreement.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of February, 2009, by the following vote of said Board:

Ayes: Supervisors Nate Beason, Ed Scofield, John Spencer, Hank Weston & Ted S. Owens.

Noes: None.

ATTEST:

Absent: None.

CATHY R. THOMPSON
Clerk of the Board of Supervisors

Abstain: None.

By: Cathy R. Thompson

Hank Weston

Hank Weston, Chair

THE FOREGOING INSTRUMENT IS A
CORRECT COPY OF THE ORIGINAL 09-077
ON FILE IN THIS OFFICE.

ATTEST: March 10, 2009

CATHY R. THOMPSON
Clerk of the Board of Supervisors
COUNTY OF NEVADA

By: B. P. ... Deputy

DATE	COPIES SENT TO
2/25/09	DPW <u>ll</u>
	A-C* (hold)

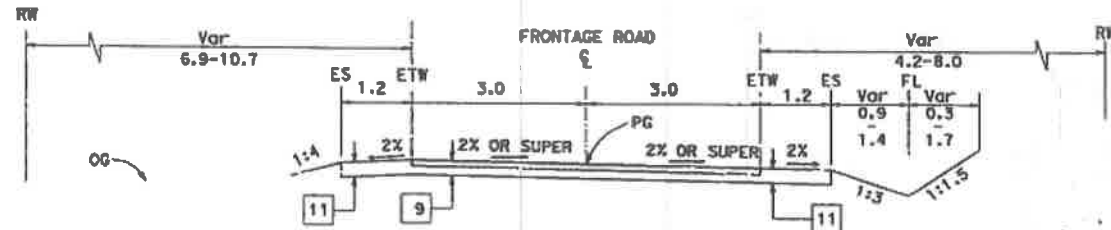
T 15 N, R 8 E, MDM

AREA TO BE RELINQUISHED TO NEVADA COUNTY

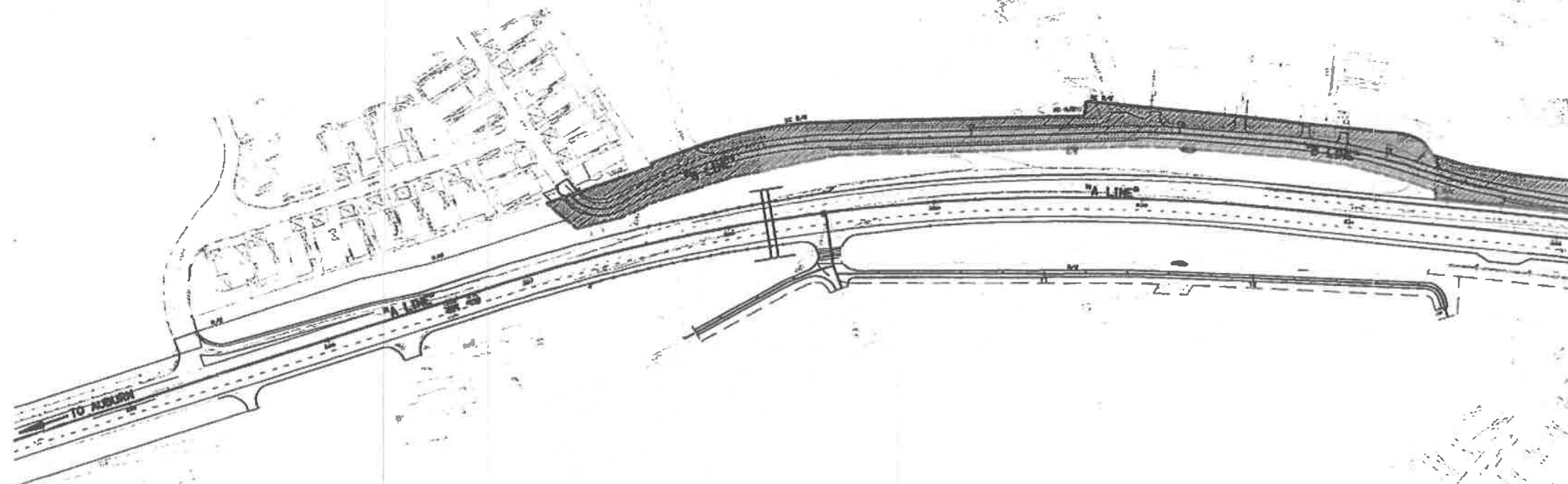


9 100 mm HMA-A
150 mm CI 2 AB

11 250 mm CI 2 AB



TYPICAL CROSS SECTION
(FRONTAGE ROAD)



MATCH LINE (SEE SHEET EXHIBIT B)



SCALE

COOPERATIVE AGREEMENT
WITH NEVADA COUNTY

03-NEV-49
WIDEN TO 4 LANES WITH CONT LEFT TURN

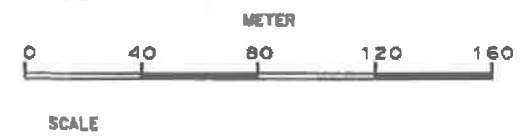
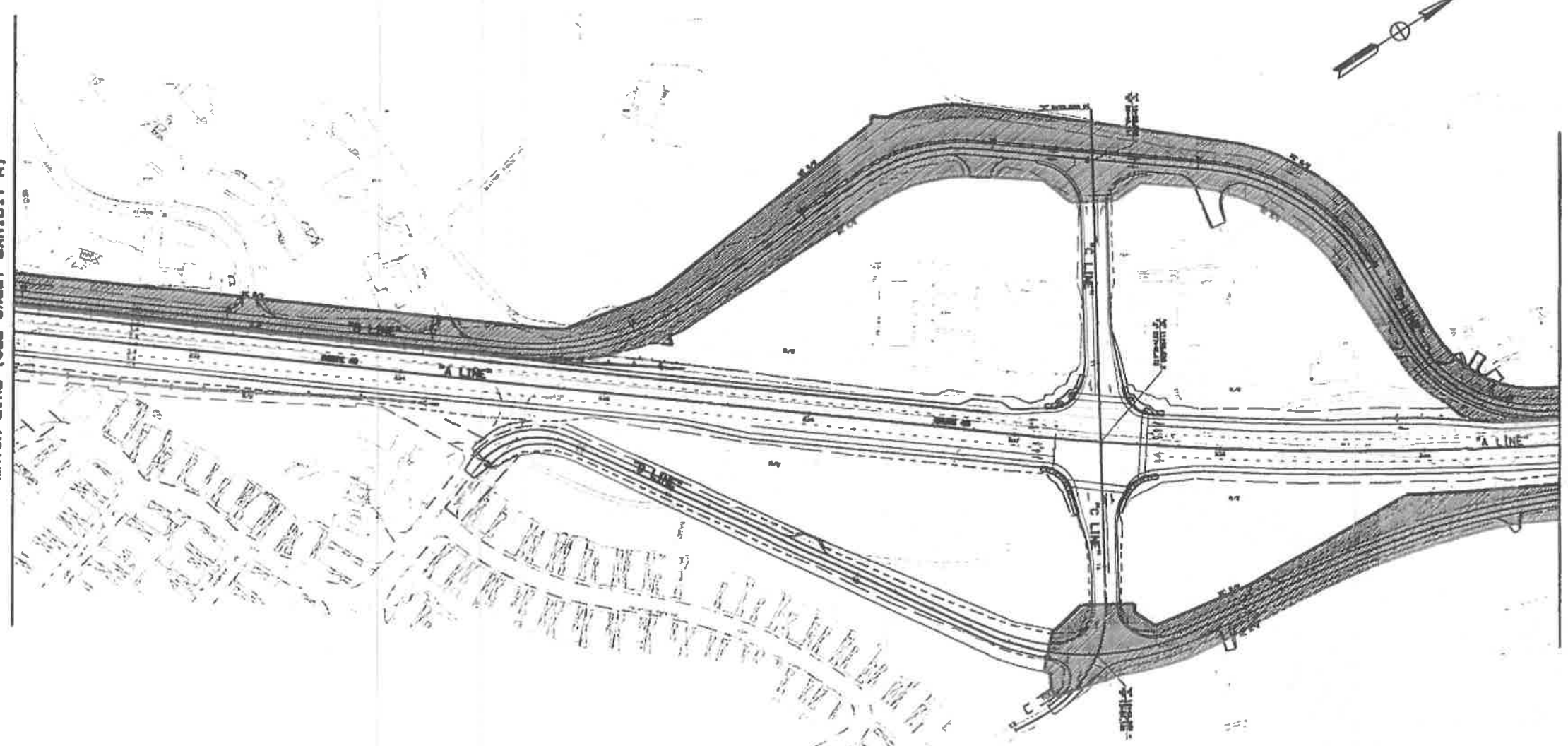
EXHIBIT A

T 15 N. R 8 E. MDM



MATCH LINE (SEE SHEET EXHIBIT A)

MATCH LINE (SEE SHEET EXHIBIT C)



COOPERATIVE AGREEMENT
WITH NEVADA COUNTY

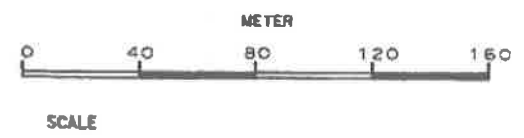
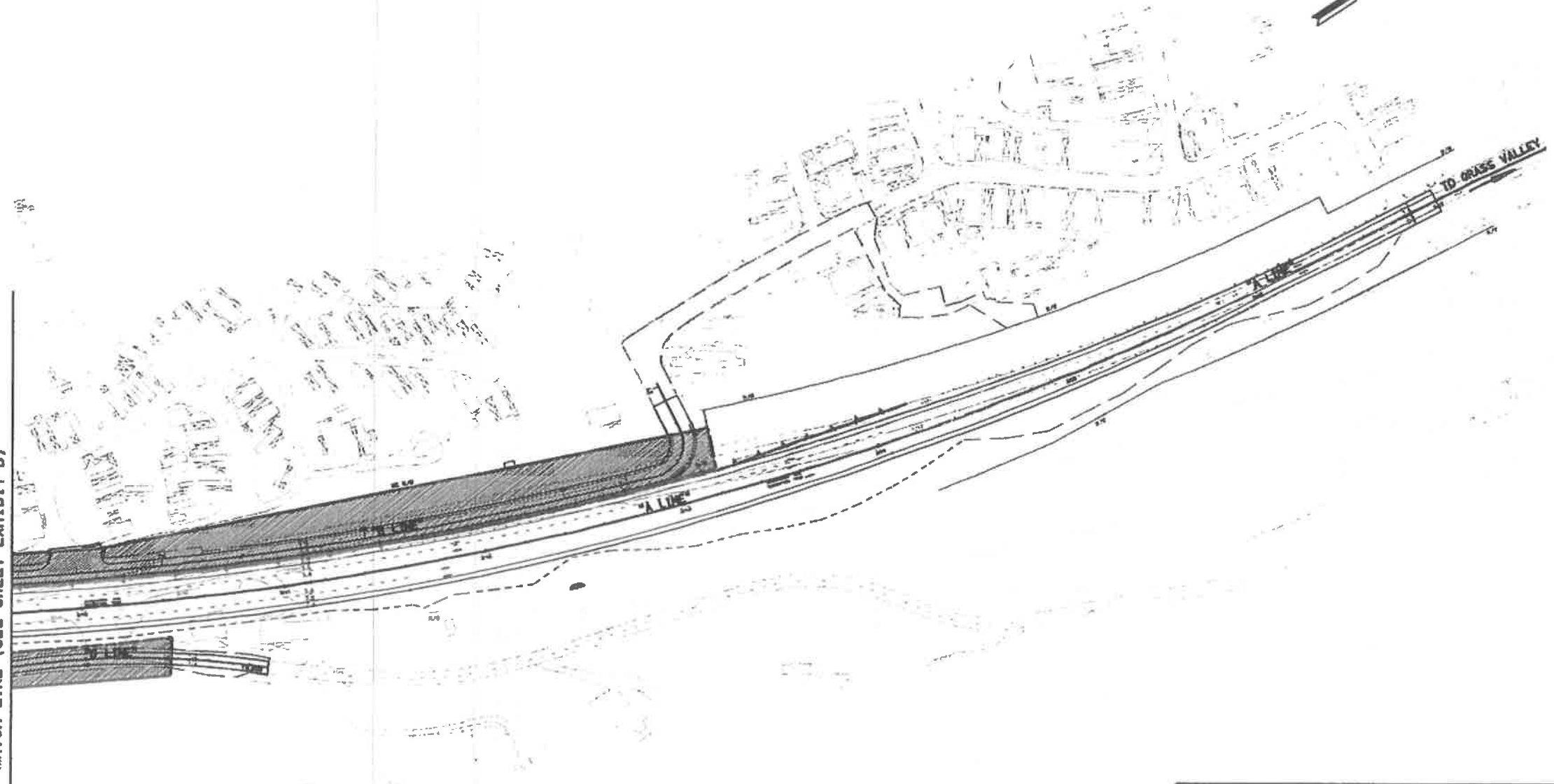
03-NEV-49
WIDEN TO 4 LANES WITH CONT LEFT TURN

EXHIBIT B

T 15 N. R 8 E, MDM



MATCH LINE (SEE SHEET EXHIBIT B)



**COOPERATIVE AGREEMENT
WITH NEVADA COUNTY**

03-NEV-49
WIDEN TO 4 LANES WITH CONT LEFT TURN

EXHIBIT 0