

FREEWAY AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 20____, by and between the STATE OF CALIFORNIA acting by and through the Department of Transportation (herein referred to as "STATE"), and the City of Cathedral City (herein referred to as "CITY"),

WITNESSETH:

WHEREAS, the highway described above has been declared to be a freeway by Resolution of the California Transportation Commission on January 18, 1950; and

WHEREAS, STATE and County of Riverside have entered into a Freeway Agreement dated August 9, 1965, relating to the portion of State Highway Route 10 between 0.9 mile easterly of Garnet and one mile westerly of Ramon Road; and

WHEREAS, STATE and County of Riverside have entered into a Freeway Agreement dated August 29, 2006, relating to the portion of State Highway Route 10 between 2.0 km (1.2 mile) east of Date Palm Drive to 0.5 Km (0.3 mile) west of Monterey Avenue ; and

WHEREAS, CITY has subsequently incorporated and included certain areas including portions of such freeway covered by said Freeway Agreement dated August 9, 1965 with the County of Riverside; and

WHEREAS, a plan map for such freeway has been prepared showing the proposed plan of the STATE as it affects streets of the CITY; and

WHEREAS, it is the mutual desire of the parties hereto to enter into a new Freeway Agreement in accordance with the revised plan of said freeway;

NOW, THEREFORE, IT IS AGREED:

1. This Agreement supersedes that portion of said Freeway Agreement dated August 9, 1965, from Palm Drive to 1.2 miles east of Date Palm Drive.
2. This Agreement supersedes that portion of said Freeway Agreement dated August 29, 2006, from 1.2 miles east of Date Palm Drive to 0.1 mile east of Bob Hope Drive.
3. CITY agrees and consents to the closing of CITY streets, relocation of CITY streets, construction of frontage roads and other local streets, and other construction affecting CITY streets, all as shown on the plan map attached hereto marked Exhibit A and made a part hereof by this reference.

4. The obligations of STATE and CITY with respect to the funding and construction of the freeway project will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto, or Encroachment Permits issued to CITY. The parties responsible for the construction of the freeway shall make any changes affecting CITY roads only in accordance with the plan map attached hereto, marked Exhibit A.

5. The obligations of STATE and CITY with respect to the acquisition of the rights of way required for the construction, reconstruction, or alteration of the freeway and CITY roads, frontage roads, and other local roads will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto or Encroachment Permits issued to CITY.

6. It is understood between the parties that the rights of way may be acquired in sections or units, and that both as to the acquisition of right of way and the construction of the freeway project, the obligations of STATE and CITY hereunder shall be carried out at such time and for such unit or units of the project as funds are budgeted and made lawfully available for such expenditures.

7. CITY will accept control and maintenance over each of the relocated or reconstructed CITY roads, any frontage roads, and other local roads constructed as part of the project, on receipt of written confirmation that the work thereon has been completed, except for any portion which is adopted by STATE as a part of the freeway proper. If acquired by STATE, CITY will accept title to the portions of such roads lying outside the freeway limits upon relinquishment by STATE.

8. This Agreement may be modified at any time by the mutual consent of the parties hereto, as needed to best accomplish, through STATE and CITY cooperation, the completion of the whole freeway project for the benefit of the people of the STATE and of the CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

STATE OF CALIFORNIA
Department of Transportation

CITY OF CATHEDRAL CITY

MALCOLM DOUGHERTY Director,
Department of Transportation

By: _____
JOHN BULINSKI
Interim District Director

By : _____
City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Attorney (State)

By: _____
Attorney (City)

Attest: _____
City Clerk

RIVERSIDE COUNTY

EXHIBIT A

**LIMIT OF AGREEMENT
ROUTE 10 PM 36.1**

CATHEDRAL CITY

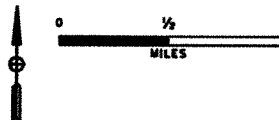
CITY OF
PALM SPRINGS

INTERSTATE 10

**LIMIT OF AGREEMENT
ROUTE 10 PM 43.1**

LEGEND

-  FREEWAY INTERCHANGE
-  FREEWAY AND CONNECTIONS



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
00-204-10 PM 36.1/43.1

**FREEWAY
IN CATHEDRAL CITY**

ON ROUTE 10 FROM PALM DRIVE TO
0.1 MILE EAST OF BOB HOPE DRIVE

IN RIVERSIDE CO. PM 36.1/43.1

