

AGREEMENT

This Agreement (this “**Agreement**”), dated effective as of _____, 2018, is entered into by the CITY OF CEDAR PARK, TEXAS, a home-rule municipal corporation situated in Williamson and Travis Counties, Texas (the “**City**”), WILLIAMSON COUNTY (the “**County**”), and the YMCA OF GREATER WILLIAMSON COUNTY (the “**YMCA**”), each a “**Party**” and collectively the “**Parties**”.

WHEREAS, the City of Cedar Park is managing a project that will extend up to an eight foot sidewalk/shared use path for up to 200 feet to close a gap between the Brushy Creek Regional Trail and the outdoor restrooms located at the Twin Lakes Park, which is located adjacent to the lake at 204 East Little Elm Trail and that is currently being leased by the YMCA, as depicted on **Exhibit A** (“**Project**”);

WHEREAS, the Project will better serve the residents of the City and the County and visitors to the YMCA and the region by allowing easier access between the Brushy Creek Regional Trail and the restrooms located at the Twin Lakes Park;

WHEREAS, the City of Cedar Park is managing the construction of the Project, which will be funded with the City of Cedar Park Type B Community Development funds and Transportation Alternative Funds (“**TAP**”) through the Capital Area Metropolitan Planning Organization (“**CAMPO**”);

WHEREAS, the property upon which the Project will be constructed is owned by the Texas Parks and Wildlife Department (“**TPWD**”), leased to the County and subleased to the YMCA for maintenance and operations of Twin Lakes Park;

WHEREAS, TPWD and the Parties wish to have assurances that all Parties agree to the location and development of the Project.

NOW, THEREFORE, in consideration of the foregoing, and the covenants and agreements set forth below, the Parties hereby covenant and agree as follows:

1. Consent to Project. All Parties understand the nature, purpose, and extent of the Project and consent to the location and development of the Project.
2. Construction and Access. The City agrees to manage and cause the construction of the Project. The County and the YMCA agree to allow the City access to construct the Project.
3. Maintenance of Project. The Parties agree that the YMCA will maintain the Project once constructed to a level that allows the Project to be used for its intended purpose in perpetuity or until the County no longer has a leasehold or other property interest to the property.
4. No Waiver of Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third Party. The City does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
5. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Texas and for all purposes shall be governed by and construed in accordance with the laws of such state applicable to contracts to be made and performed entirely within such state.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective successors and assigns.

7. Descriptive Headings. Descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

8. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

9. Representation of Authority. Each Party represents and warrants to Commercial Owner that each Party is duly authorized and empowered to enter into this Agreement without any further action or approval of any person or governing body of the respective Party.

10. Signature Warranty. The signatories to this Agreement represent and warrant that by executing this Agreement, this Agreement shall be binding upon the Parties and their respective successors and assigns for all purposes under the Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

THE CITY OF CEDAR PARK, TEXAS: *JK*
5/12

By: *Brenda Eivens*
Name: *Brenda Eivens*
Title: *City Manager*

WILLIAMSON COUNTY, TEXAS

By: _____
Name: _____
Title: _____

YMCA OF GREATER WILLIAMSON COUNTY

By: *[Signature]*
Name: *Jeff Anderson*
Title: *Exec/CEO*

Exhibit A: Brushy Creek Regional Trail Connection to YMCA Restroom

Brushy Creek Regional Trail – Restroom Connection

- Trail access to drinking fountain and restrooms
- Up to 200' ft. long
- May require ADA ramp with handrail
- Obtained YMCA and Williamson County support

