

## MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**THIS AGREEMENT (this "Agreement")** made between the Central Texas Regional Mobility Authority ("CTRMA"), a political subdivision of the State of Texas, and Williamson County, Texas ("Williamson County"), shall be effective when fully executed by both parties.

### WITNESSETH

**WHEREAS**, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the CTRMA Board of Directors, adopted Resolution No. \_\_\_\_\_ entering into this Agreement for the purposes and on the terms stated herein; and

**WHEREAS**, Williamson County has requested CTRMA to permit the construction, maintenance and operation of a public Shared Use Path by Williamson County on and within the highway right of way owned and/or controlled by the CTRMA and being part of CTRMA's 183A highway facility ("Highway Facility(ies)") and shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds in Exhibit "B", each of which are attached and made part hereof; and

**WHEREAS**, CTRMA has indicated its willingness to allow the establishment of such facilities and other uses upon the express condition that Williamson County will enter into appropriate agreements with CTRMA for the purpose of establishing the respective responsibilities of Williamson County and CTRMA with reference thereto, and further conditioned that such uses are in the public interest and will not damage the Highway Facilities, impair safety, impede maintenance or in any way restrict the operation of the Highway Facilities all as determined by engineering and traffic investigations conducted by CTRMA or as otherwise determined by CTRMA, in its sole reasonable discretion.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and agreements of the parties hereto and as hereinafter set forth, it is agreed as follows:

### **1. DESIGN AND CONSTRUCTION**

Williamson County will prepare or provide for the preparation of construction plans for the facility, and will provide for the construction work as required by said plans at no cost to CTRMA. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions and general layout. Completed plans will be submitted to CTRMA for review and approval and when approved shall be attached to this agreement and made a part hereof in all respects. No Construction or site work within the Highway Facility shall commence until plans have been approved by CTRMA. Any future revisions or additions shall be made after prior written approval of CTRMA.

### **2. INSPECTION**

Ingress and egress shall be allowed at all times to such facility for CTRMA staff, contractors, and invitees and equipment for all purposes, including highway maintenance operations, and for inspection purposes; and upon request, all parking or other activities for periods required for such CTRMA operations will be prohibited.

### **3. PARKING REGULATIONS**

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1½ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces and only during daylight hours.

Parking shall be prohibited when a security threat, as determined by CTRMA, exists.

### **4. PROHIBITION/SIGNS**

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by CTRMA prior to their actual erection.

## **5. RESPONSIBILITIES**

Maintenance and operation of the facility shall be entirely the responsibility of Williamson County. Such responsibility shall not be transferred, assigned or conveyed to a third party without advanced written approval of CTRMA. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or objectionable smoke, fumes, vapor or odors shall not be permitted to emanate from the public use facility, nor shall the facility subject any portion of the Highway Facility to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

## **6. FEES**

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of the construction, maintenance and operations thereof, and shall be subject to CTRMA approval.

## **7. THIS SECTION DELETED BY THE PARTIES**

## **8. MODIFICATION OF AGREEMENT/TERMINATION**

If in the sole judgment of CTRMA it is found at any time that the existence or use of the facility is impeding maintenance, damaging the Highway Facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is CTRMA's judgment that such facility is not in the public interest, this Agreement may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable aspects of the facility; or (2) terminated and the use of the area as provided herein discontinued.

## **9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS**

All structures located or constructed within the area covered by this Agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation or prohibition by CTRMA.

## **10. RESTORATION OF AREA**

Williamson County shall provide written notification to CTRMA that such facility will be discontinued for the purpose defined herein. Williamson County shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its

construction responsibility under this Agreement and restore the area to a condition satisfactory to CTRMA.

## **11. PREVIOUS AGREEMENTS**

It is understood that this Agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto except to the extent this Agreement expressly makes such modification or in the event the provisions of a prior agreement and this Agreement are directly in conflict, then the provisions hereof shall control.

## **12. INDEMNIFICATION**

Williamson County acknowledges that it is not an agent, servant or employee of CTRMA, and that it is responsible for its own acts and deeds and for those of its agents or employees related to the matters set forth in this Agreement.

Nothing herein is intended to or shall be construed to waive, relinquish, limit or condition any right, claim or defense of governmental immunity that any party hereto may possess or assert.

When notified by CTRMA to do so, Williamson County shall within thirty (30) days from receipt of CTRMA's written notification pay CTRMA for the full cost of repairing any damages to the Highway Facility which may be caused by the construction, maintenance or operation of the facility, and shall promptly reimburse CTRMA for costs of construction and/or repair work made necessary by reason of such damages.

Nothing in this Agreement shall be construed as creating any liability in favor of any third party against CTRMA or Williamson County. Additionally, this Agreement shall not ever be construed as relieving any third party from any liability against CTRMA and Williamson County, but Williamson County shall become fully subrogated to CTRMA and shall be entitled to maintain any action over and against the third party which may be liable for having caused Williamson County to pay or disburse any sum of money hereunder.

## **13. INSURANCE**

Williamson County shall provide necessary safeguards to protect the public on the Highway Facilities including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the facility, and to save CTRMA harmless from damages, to the extent of said insurance coverage is in place and insofar as it can legally do so. Prior to beginning work on CTRMA's right of way, Williamson County's construction contractor shall submit to CTRMA a completed insurance form (substantially in the form of TxDOT Form No. 1560) and shall maintain the required coverage during the construction of the facility.

#### **14. USE OF RIGHT OF WAY**

It is understood that CTRMA by execution of this Agreement does not impair or relinquish CTRMA's right to use such land for any purposes for which it was acquired, nor shall use of the land under this Agreement ever be construed as an abandonment by CTRMA of such land, and CTRMA does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits and as specifically provided herein.

#### **15. ADDITIONAL CONSENT REQUIRED**

CTRMA asserts only that it has sufficient title for its own purposes. Williamson County shall be responsible for obtaining any additional consent, permits or agreements as may be necessary to develop, construct and maintain its facility as described in this Agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

#### **16. FHWA ADDITIONAL REQUIREMENTS**

If the Highway Facility is located on the Federal-Aid Highway System, "Attachment A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, §710, shall be attached to and become a part of this agreement.

#### **17. CIVIL RIGHTS ASSURANCES**

Williamson County, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant hereunder that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that Williamson County shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, CTRMA shall have the right to terminate the Agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

## **18. AMENDMENTS**

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

## **19. LEGAL CONSTRUCTION**

In case one or more provisions contained in this Agreement shall for any reason be held invalid, illegal or enforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

## **20. NOTICES**

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses

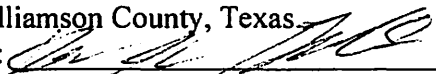
CTRMA  
Attn: Director of Engineering  
301 Congress Avenue  
Suite 650  
Austin, Texas 78701

Williamson County, Texas  
ATTN: County Judge  
710 Main Street  
Suite 101  
Georgetown, Texas 78726

## **21. WARRANTS**

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

"CTRMA"  
Central Texas Regional Mobility Authority  
By: \_\_\_\_\_  
Mike Heilgenstein, Executive Director

"Williamson County"  
Williamson County, Texas  
By:  \_\_\_\_\_  
Dan Gattis, County Judge

### **List of Attached Exhibits**

Exhibit A – Preliminary conceptual site plan  
Exhibit B – Metes and Bounds description  
Attachment "A" – FHWA Requirements (if applicable)



