

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 08-41

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

WHEREAS, the CTRMA and other regional entities such as Williamson County, Texas ("Williamson County") have the authority to undertake the design and construction of shared use paths for the purpose of enhancing the mobility and recreational opportunities available to the public; and

WHEREAS, the CTRMA has constructed and completed the 183-A Turnpike Project (the "183A Project") located in Williamson County; and

WHEREAS, Williamson County, as part of their regional parks and shared use path system, is planning and constructing a phase of the Brushy Creek Regional Shared Use Path (the "Williamson County Path"), a portion of which will be located within the right of way of the 183A Project; and

WHEREAS, a Multiple Use Agreement by and between Williamson County and the CTRMA has been drafted for consideration by the respective governing bodies of the two entities, a copy of which is attached hereto as Attachment "A" and is incorporated herein for all purposes (the "Multiple Use Agreement") which sets forth various terms and provisions relating to the location of a portion of the Williamson County Path within the 183A Project right of way; and

WHEREAS, by action taken on July 8, 2008 at their regularly scheduled Commissioners Court meeting, the Williamson County Commissioners Court unanimously authorized the execution of the Multiple Use Agreement as substantially set forth herein; and

WHEREAS, the CTRMA staff and the Executive Director recommend that the Board authorize the execution of the Multiple Use Agreement by the CTRMA with Williamson County for the purpose of enhancing the availability of regional mobility and recreational opportunities for the general public.


NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves of the form, terms and provisions of the Multiple Use Agreement as attached hereto in Attachment "A" for the purposes set forth therein; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute such Multiple Use Agreement in its final form on behalf of the CTRMA.

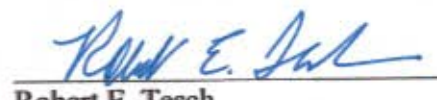
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of July 2008.

Submitted and reviewed by:

Approved:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 08-41
Date Passed 07/30/08

Attachment "A"
Multiple Use Agreement
Williamson County Brushy Creek
Shared Use Path

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 invalidly, 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)

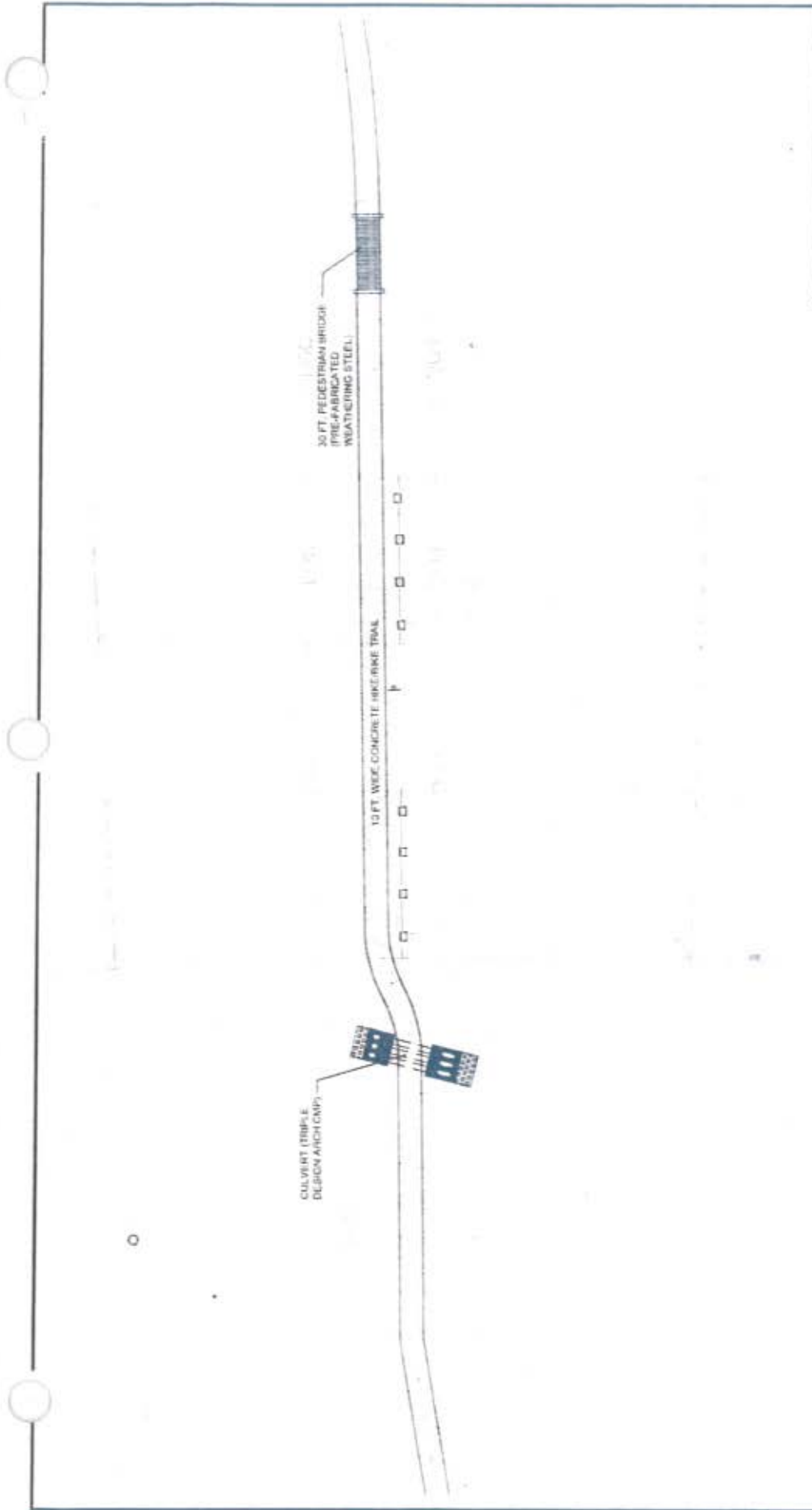


EXHIBIT 'A'
SITE PLAN

Brushy Creek Regional Trail Phase 3
Williamson County, Texas

June 11, 2008



B W G O O P
PLANNING/LANDSCAPE ARCHITECTURE

101 E. Main Street, Suite 200
Austin, TX 78701
P: (512) 476-8800
F: (512) 476-8801
www.bwgoop.com



SCALE: 1" = 40'

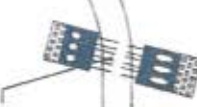
BRUSHY CREEK

IRON POND
N 10103316.19
E 3093210.26

67.19' S 162°54'2" E

R = 1316.80'
L = 90.00'
CH = N 19°46'32"W
90.00'

CULVERT (TRIPLE
DESIGN ARCH CMP)



MULTIPLE USE AGREEMENT AREA 0.91 AC.

10 FT. WIDE CONCRETE BIKEBIKE TRAIL

410.60' N 72°27'5" E

410.21' N 72°27'5" E

35 FT. PEDESTRIAN BRIDGE
(PIPE-FABRICATED,
WEATHERING STEEL)



R = 1146.36'
L = 90.00'
CH = N 16°52'27"W
90.00'

EXHIBIT 'B'
METES/BOUNDS

Brushy Creek Regional Trail Phase 3
Williamson County, Texas

June 11, 2008



B W G O U P
PLANNING/LANDSCAPE ARCHITECTURE

1017 MAIN STREET, SUITE 100
HOUSTON, TEXAS 77002
P 713.238.8912
F 713.238.8915
www.bwgroup.com



Scale: 1" = 400'