

MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as “State”, party of the first part, and the City of Pflugerville, hereinafter called the “City”, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the ____ day of _____, 2014, the governing body for the City, entered into Resolution/Ordinance No. _____, hereinafter identified by reference, authorizing the City’s participation in this agreement with the State; and

WHEREAS, the City has requested the State to permit the construction, maintenance and operation of a public sidewalk on the highway right of way of SH 130 just south of FM 685 (Control – Section: 440-005), shown graphically by the preliminary conceptual site plan in Exhibit “A” and being more specifically described by metes and bounds of Exhibit “B”, which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the City will enter into agreements with the state for the purpose of determining the respective responsibilities of the City and the State with reference thereto, and 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 facility, all as determined from engineering and traffic investigations conducted by the state.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

The City will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. 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. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps, and other pedestrian elements to be constructed, either on or off site, by the City shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the City and found not to comply with ADA or TAS shall be corrected at the entire expense of the City.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such 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 1¹/₂ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces

Parking shall be prohibited when a security threat, as determined by TxDOT, 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 the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the City. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. 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 unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that the City has failed to comply with these responsibilities, it will perform the necessary work and charge the City the actual cost of the work.

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 construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The City shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The City shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the City for the use of the facility under this agreement, the City will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the City must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the City's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon written notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and the City shall be responsible for the facility's timely removal at no cost to the State. If the State determines that the

City has failed to timely remove the facility, it will perform the necessary work and charge the City the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed 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 the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be : (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the 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 by the State.

10. RESTORATION OF AREA

The City shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The City 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 the State.

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.

12. INDEMNIFICATION

THE CITY AGREES TO HOLD AND SAVE THE STATE OF TEXAS FREE FROM DAMAGES THAT MAY RESULT FROM CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 2014, THE CITY SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND

PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH ALL INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED. SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the City. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the City shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The City shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. The City shall include TxDOT as an additional insured by endorsement in the City's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the City's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State 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.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The City shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to 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 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

The City, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land 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 ground 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 the City 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, the State 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 of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable 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. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The City must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the City if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

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

STATE
(Mailing Address)

Texas Department of Transportation
Maintenance Division
125 East 11th Street
Austin, Texas 78701-2483

CITY OF PFLUGERVILLE
(Mailing Address)

City of Pflugerville

100 East Main Street

Pflugerville, Texas 78691

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

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

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the City on the _____ day of _____, 2014, and the State on the _____ day of _____, 2014.

CITY OF PFLUGERVILLE

(Name of other party)

By: _____

Title

Printed Name

Date

Agency

STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Director, Maintenance Division

F. Howard Holland, P.E.

Printed Name

Date

APPROVAL RECOMMENDED:

District Engineer, Austin District

Greg A. Malatek, P.E.

Printed Name

Date

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of airspace shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. The airspace shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the airspace facility ceases to be used or is abandoned.

**SUPPORTING
RESOLUTION or ORDINANCE**

EXHIBIT A

General Layout and Location

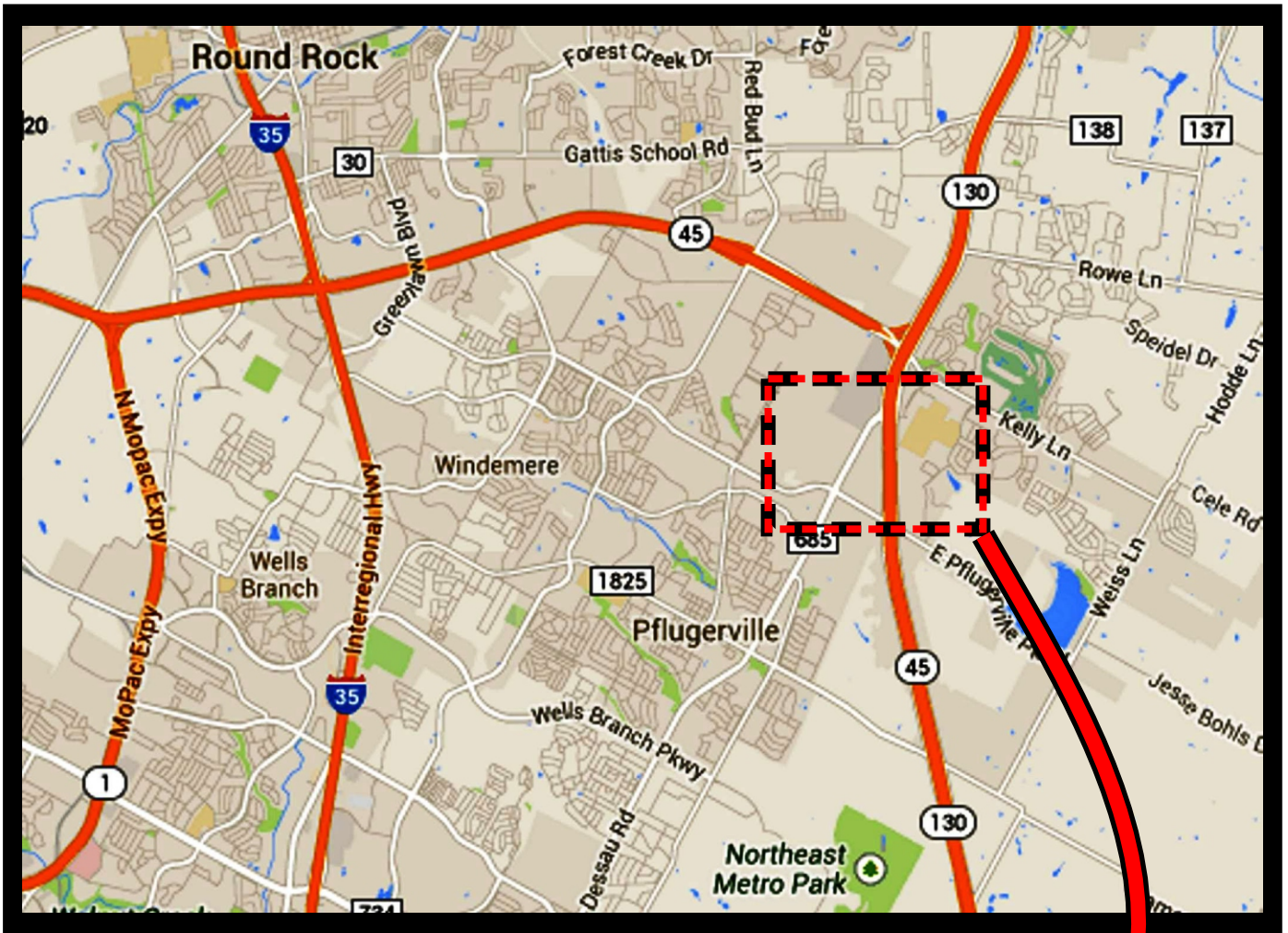
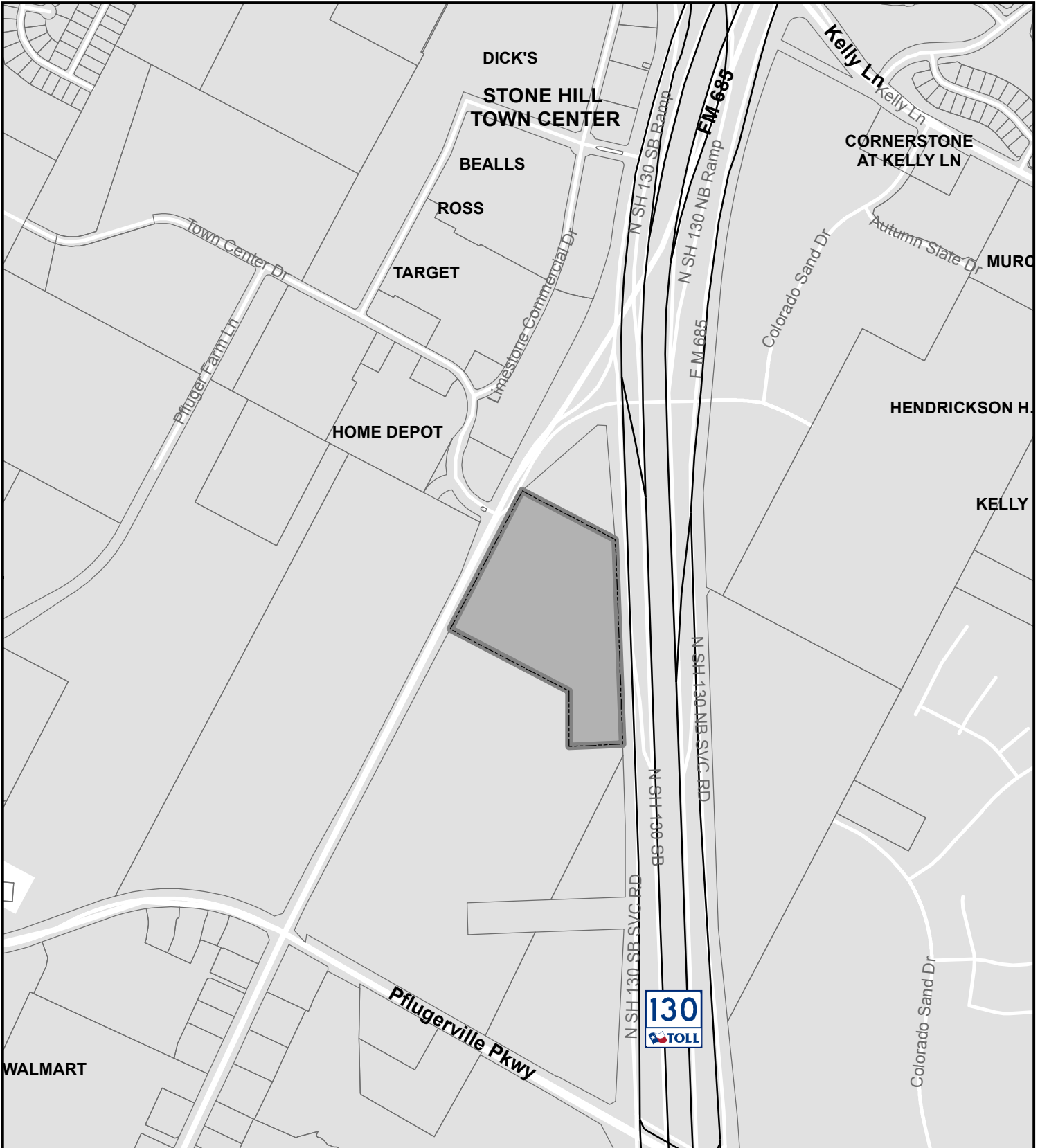


EXHIBIT A
PROJECT LOCATION MAP



**Hawaiian Falls
Water Park - Rezone**

**Case Number:
SD1308-01**

08/12/2013

Legend

- Subject Property
- Notification Area
- ETJ
- City Limits

When required the City of Pflugerville complies with Texas Local Government Code for public notifications. All notification addresses are derived from tax role information that is certified annually.

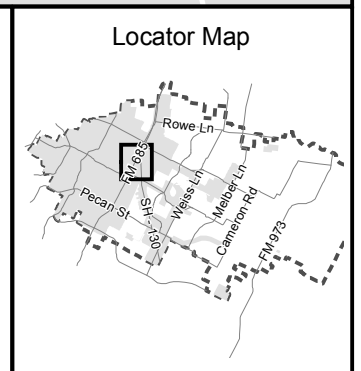
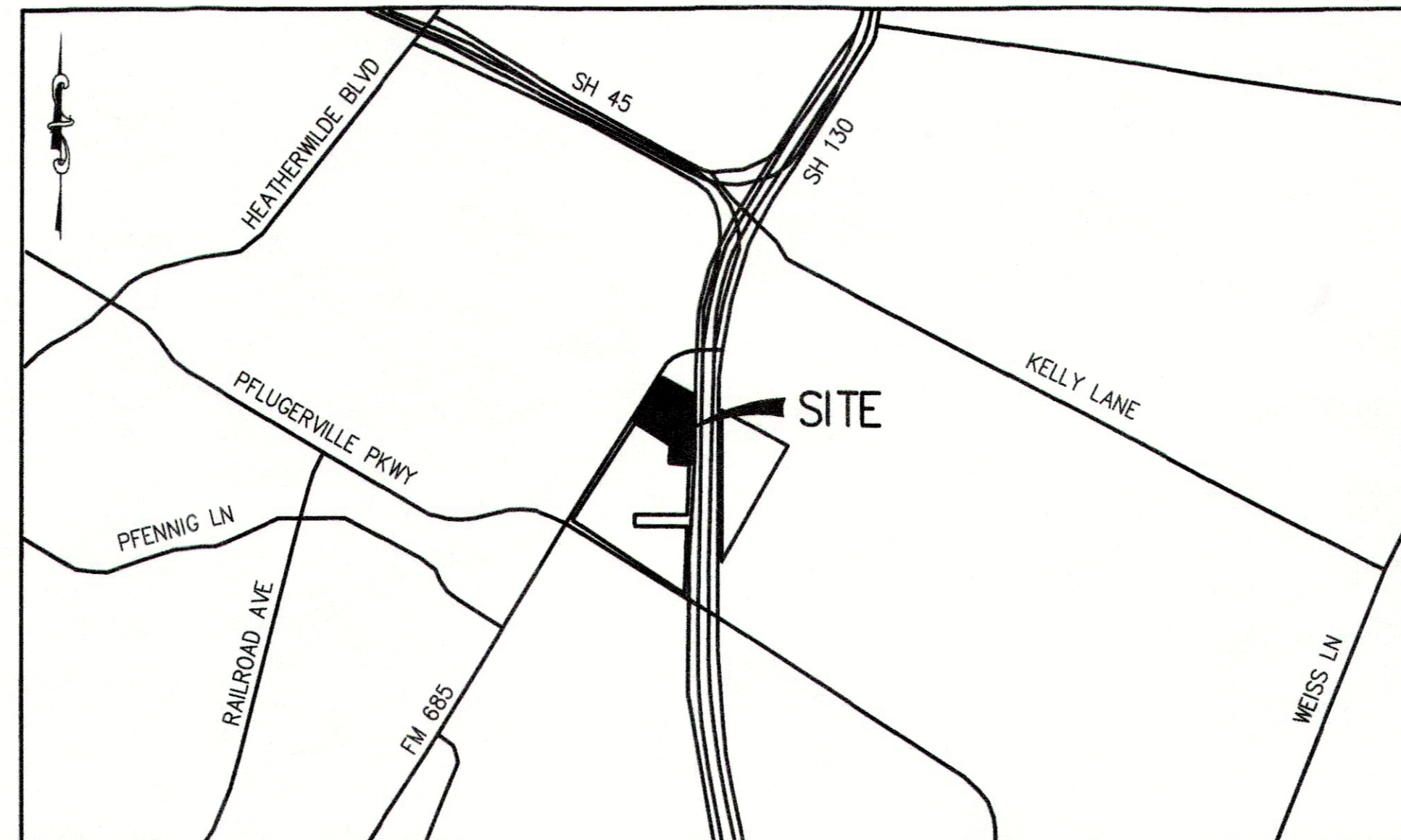


EXHIBIT B
Proposed Construction Plans
(Metes and Bounds Description)

IMPROVEMENTS TO CROSSWALKS WITHIN FM685 AS WELL AS IMPROVEMENTS ALONG THE FRONTAGE ROADS OF SH130 ARE UNDER SEPARATE PERMIT FROM TXDOT. APPROVAL FOR ALL IMPROVEMENTS WITHIN TXDOT RIGHT-OF-WAY MUST BE ISSUED PRIOR TO CERTIFICATE OF OCCUPANCY.

SITE DEVELOPMENT PLANS FOR: HAWAIIAN FALLS WATER PARK

PFLUGERVILLE, TRAVIS COUNTY, TEXAS



LOCATION MAP

Scale: 1"=2000'

DRAWING INDEX:

- C1 COVER SHEET
- C2 SUBDIVISION PLAT SUBMITTAL
- C3 GENERAL CONSTRUCTION NOTES
- C4 EXISTING TOPOGRAPHIC & TREE SURVEY
- C5 DRAINAGE AREA MAP
- C6 EROSION & SEDIMENTATION CONTROL PLAN
- C7 EROSION SEDIMENTATION CONTROL DETAILS
- C8-C13 SITE PAVING & DIMENSIONAL PLAN C8,C9,C10,C11,C12,C13
- C14-C19 SITE GRADING PLAN C14,C15,C16,C17,C18,C19
- C20-C25 SITE DRAINAGE PLAN C20,C21,C22,C23,C24,C25
- C26-C30 SITE UTILITY PLAN C26,C27,C28,C29
- C31 STREET & DRAINAGE DETAILS
- C32 SITE DETAILS
- C33-C34 WATER DETAILS
- C35-C36 WASTEWATER DETAILS
- C37 ADDITIONAL DETAILS
- C38 FIRE PROTECTION PLAN
- LS1-6 LANDSCAPE PLAN
- LS7-8 LANDSCAPE DETAILS
- A201 BUILDING ELEVATIONS
- PH1 PHOTOMETRIC PLAN
- TCP5-1 TRAFFIC CONTROL PLAN
- C8.1 PUBLIC SIDEWALK ACCESS ADDITION
- C8.2 PUBLIC SIDEWALK ACCESS ADDITION DETAILS

OWNER:
HAWAIIAN FALLS WATER PARK
Contact: Steve Bushing
3100 Premier Drive Suite 200
Irving, TX, 75063
Ph. 916-997-5381

PROJECT MANAGER - CIVIL ENGINEER:
Catalyst Engineering Group
Contact: Timothy J. Moltz, P.E.,
112 Pecan Street West
Pflugerville, TX. 78660
Ph. 512-251-5091
Mob. 512-657-2210

GEOTECHNICAL ENGINEER:
Kohutek Engineering & Testing, Inc.
Contact: Gordon L. Kohutek, P.E.
3200 East University Avenue
Georgetown TX, 78626
Ph. 512-930-5832

LANDSCAPE ARCHITECT:
BWM GROUP
Contact: Philip Wanke ASLA.
102 East Main Street
Round Rock, Texas 78664
512-238-8912 x:203

TXDOT DRIVEWAY PERMIT:

SH130 DRIVEWAY 012-14-34114-DP
FM685 DRIVEWAY 012-14-34115-DP

LEGAL DESCRIPTION:

LOT 1 (23.0 ACRES), BLOCK A,
BOHL'S COMMERCIAL PARK SUBDIVISION
DOC. 20140040

PROJECT ADDRESS:

18500 N. SH 130 SVRD SB
PFLUGERVILLE, TEXAS 78660

WATERSHED INFORMATION:

THIS PROPERTY IS LOCATED IN THE GILLELAND CREEK WATERSHED AND IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

THIS PROJECT IS NOT LOCATED WITHIN A 100-YR FLOOD PLAIN ACCORDING TO THE TRAVIS COUNTY FLOOD INSURANCE RATE MAP (FIRM) NUMBER 48453C0280H, EFFECTIVE DATE: SEPTEMBER 26, 2008.

TOTAL IMPERVIOUS COVER = 15.84 ACRES

UTILITY SERVICE PROVIDERS:

WATER & WASTEWATER SERVICE BY: CITY OF PFLUGERVILLE, TEXAS
15500 SUN LIGHT NEAR WAY #B
PFLUGERVILLE, TEXAS 78660
(512) 990-6400
CONTACT: MATT WOODARD

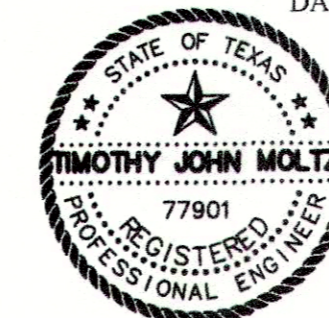
ELECTRIC SERVICE BY: ONCOR
C/O JESSE TREVINO
SR. UTILITY DESIGNER
1616 WOODALL RODGERS FWY. # 2M-012
DALLAS, TX 75202
(512) 244-5661

SUBMITTAL DATE: 11-20-13

SUBMITTED FOR REVIEW BY:

I, TIMOTHY J. MOLTZ, DO HEREBY CERTIFY THAT THE PUBLIC WORKS AND DRAINAGE IMPROVEMENTS DESCRIBED HEREIN HAVE BEEN DESIGNED IN COMPLIANCE WITH THE CITY OF PFLUGERVILLE CITY ORDINANCE AND ENGINEERING STANDARDS.

Timothy J. Moltz 3/28/14
TIMOTHY J. MOLTZ, P.E. DATE



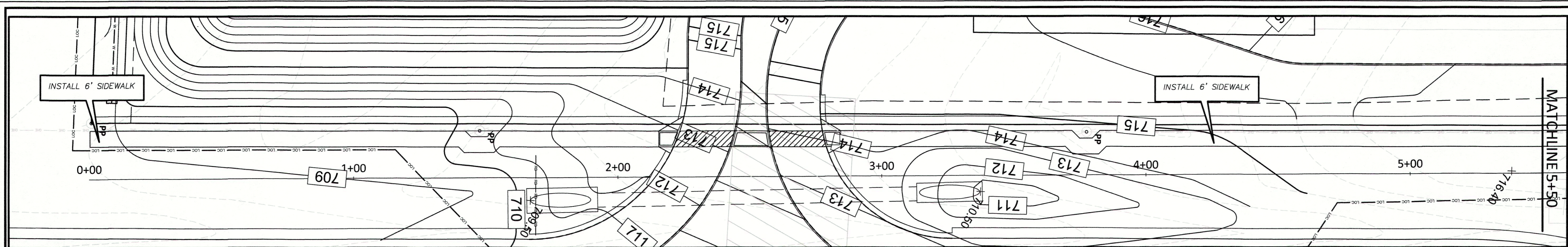
APPROVED BY:

Eric Q. Barron 3/28/14 APPROVED
PLANNING DIRECTOR, CITY OF PFLUGERVILLE, TEXAS DATE

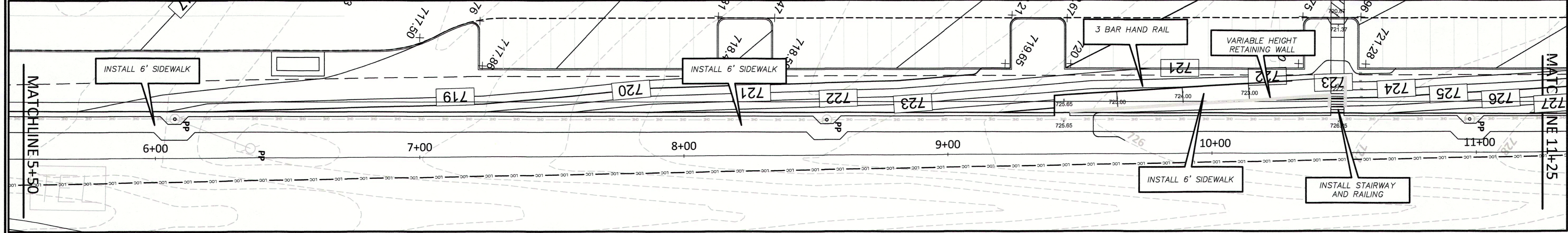
Dr. [Signature] 3/28/14
CITY ENGINEER, CITY OF PFLUGERVILLE, TEXAS DATE

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

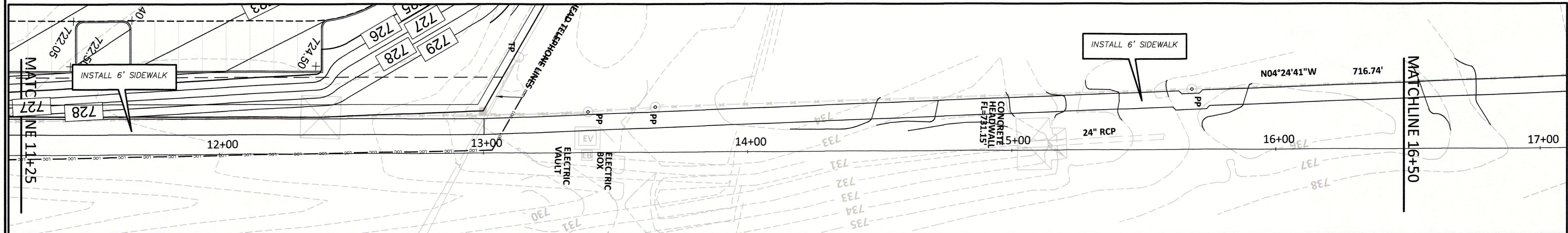
REVISIONS / CORRECTIONS							
NUMBER	DESCRIPTION	REVISE(R) ADD(A) VOID(V) SHEET NO.'S	TOTAL # SHEETS IN PLAN SET	NET CHANGE IMP. COVER (SQ. FT.)	TOTAL SITE IMP. COVER (SQ. FT.)/%	CITY OF PFLUGERVILLE APPROVAL DATE	DATE IMAGED
Δ	ADD NEW SIGN MESH - FIRE COMPROMISE	C26,C27,C28(B)	49	- 0 -	NO CHANGE	EJB 4/4/14	
Δ	REV. FUTURE SIGN TO CONST. SOUTH	C8,C10,C12,C8(C4) C16,C18,C19,C20,C22 C24,C25,C26,C28,C29					
		ADD C8.1,C8.2 LS1-LS5	51	- 0 -	NO CHANGE		



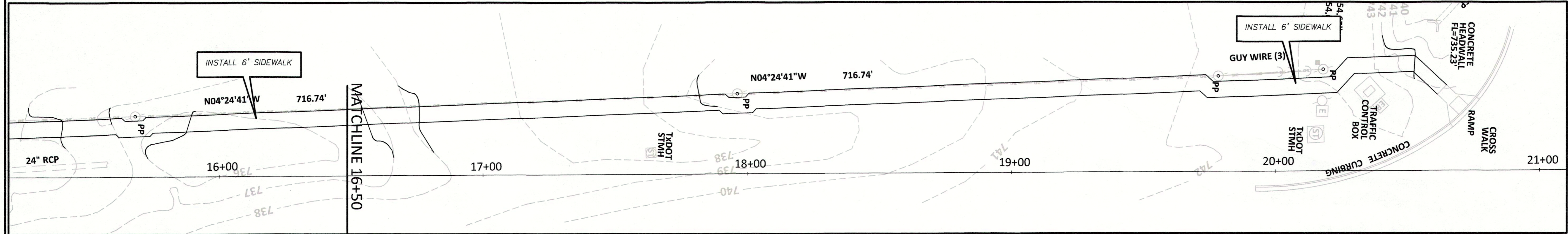
1 STATIONS 0+00 TO 5+50
SCALE 1:20



2 STATIONS 5+50 TO 11+25
SCALE 1:20



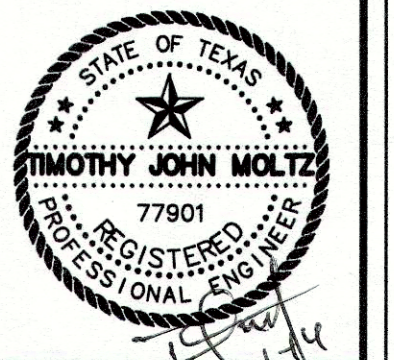
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SCALE 1:20



4 STATIONS 16+50 TO 21+00
SCALE 1:20

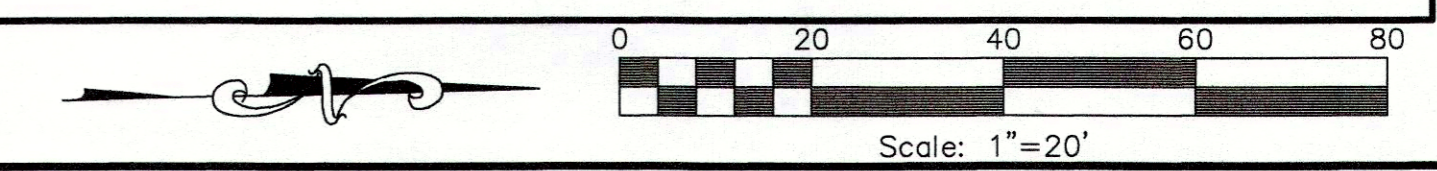
DRAWING SCALE:	HORIZ. = 1" = 20'	VERT. = 1" = 20'
SURVEYED:	08/24/2013	FILE NAME: HAWAIIAN FALLS
DATE:	01/13/2014	DRAWN: PAW
DESIGNED:	TJM	BY:

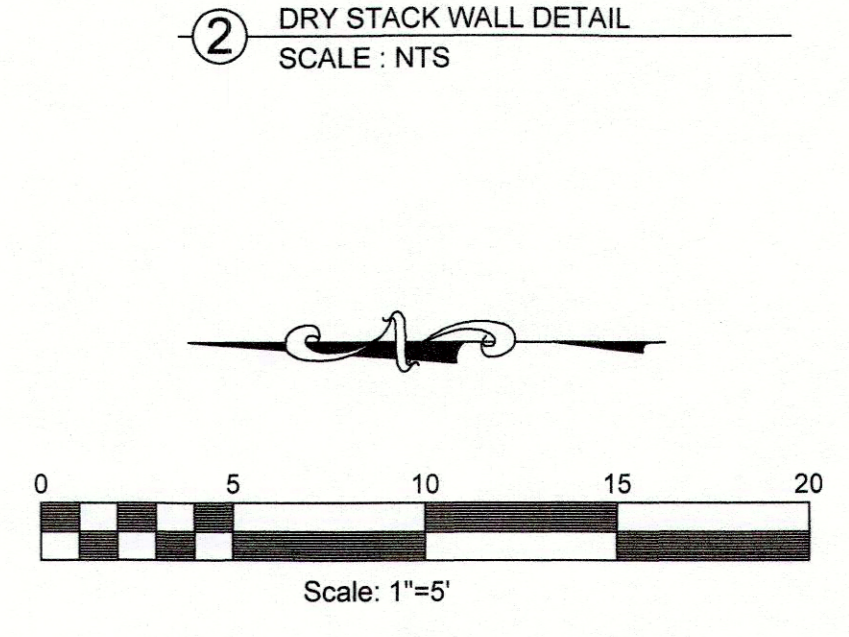
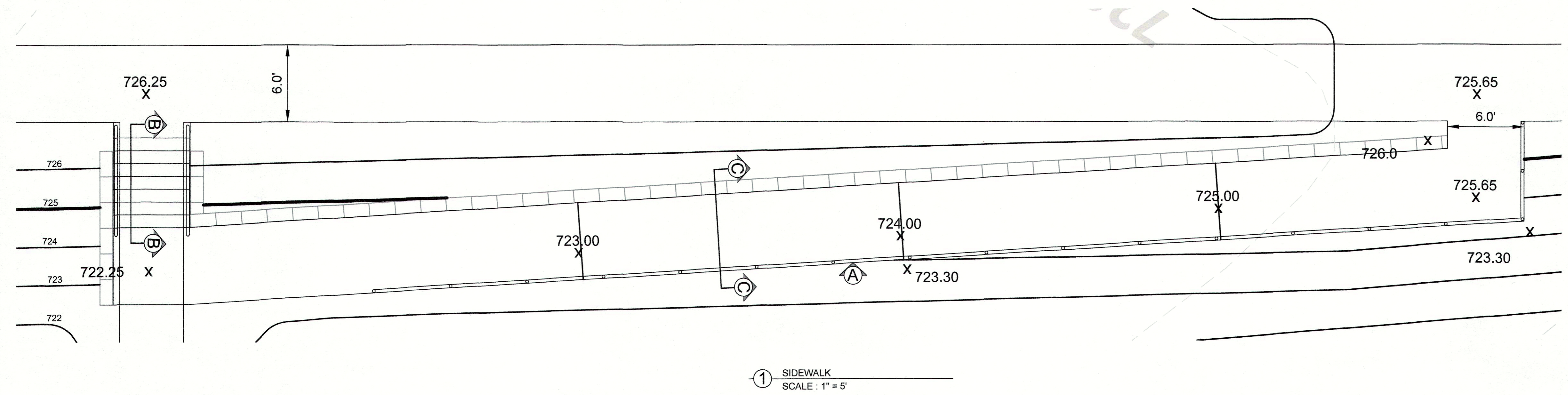
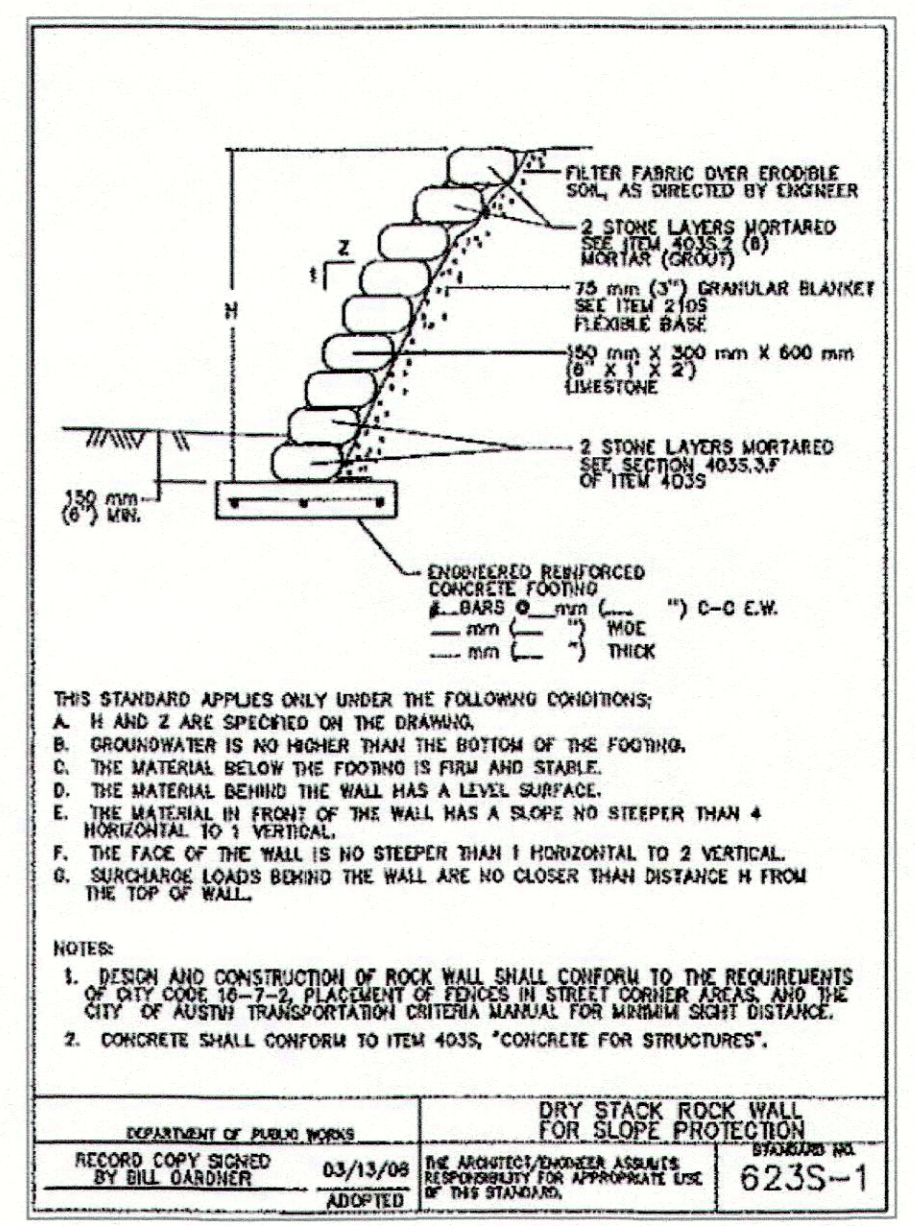
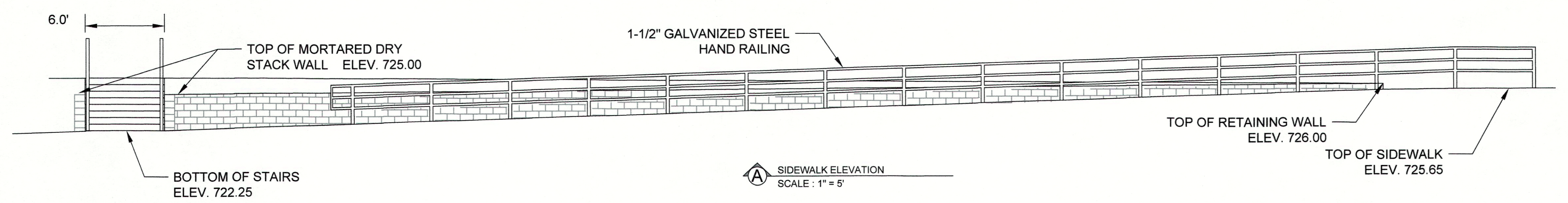
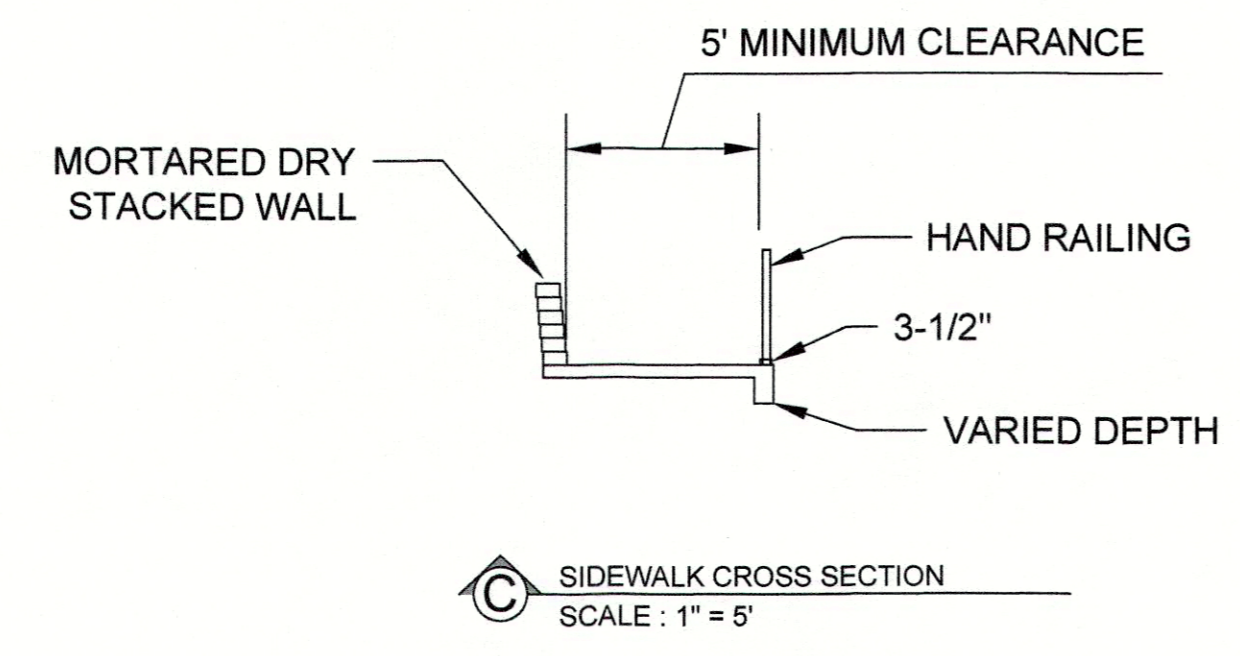
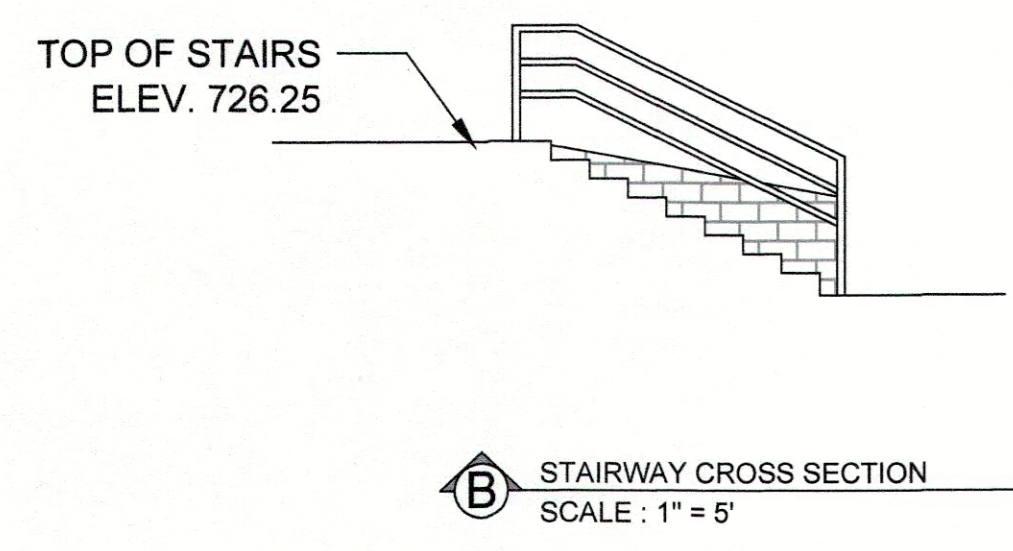
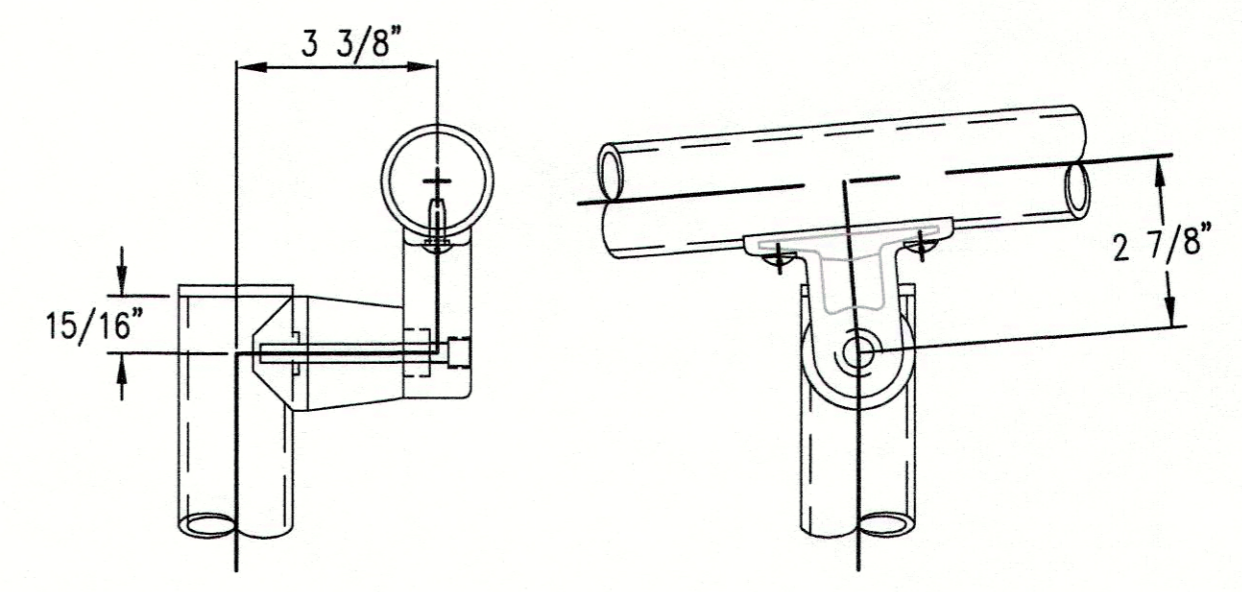
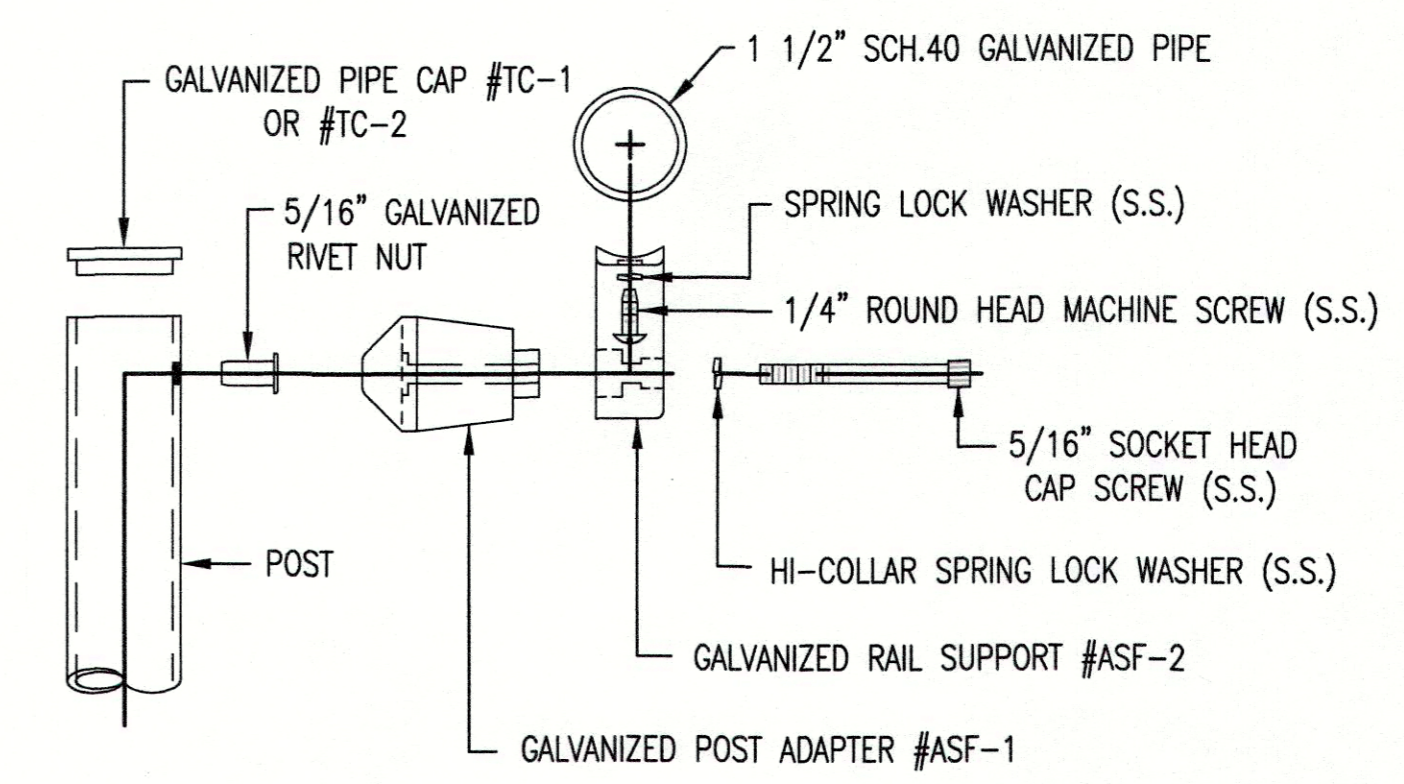
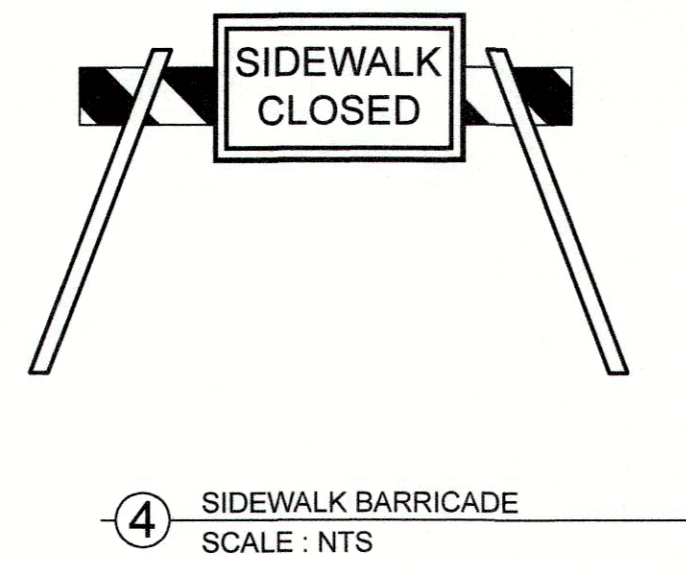
NO.	DATE	REVISION	BY
A	5/14/14	ADD SIDEWALK IN SH-130 ROW	TJM



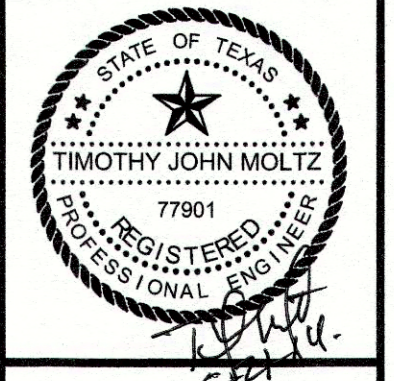
Catalyst Engineering Group
 112 Penn Street West
 Pflugerville, Texas 78660
 Office: (512) 944-6077
 Mobile: (512) 657-2210
 TDP# FRM No. P-13276

**HAWAIIAN FALLS WATER PARK
 PUBLIC SIDEWALK ACCESS ADDITION
 2411 FM 685
 PFLUGERVILLE, TEXAS**





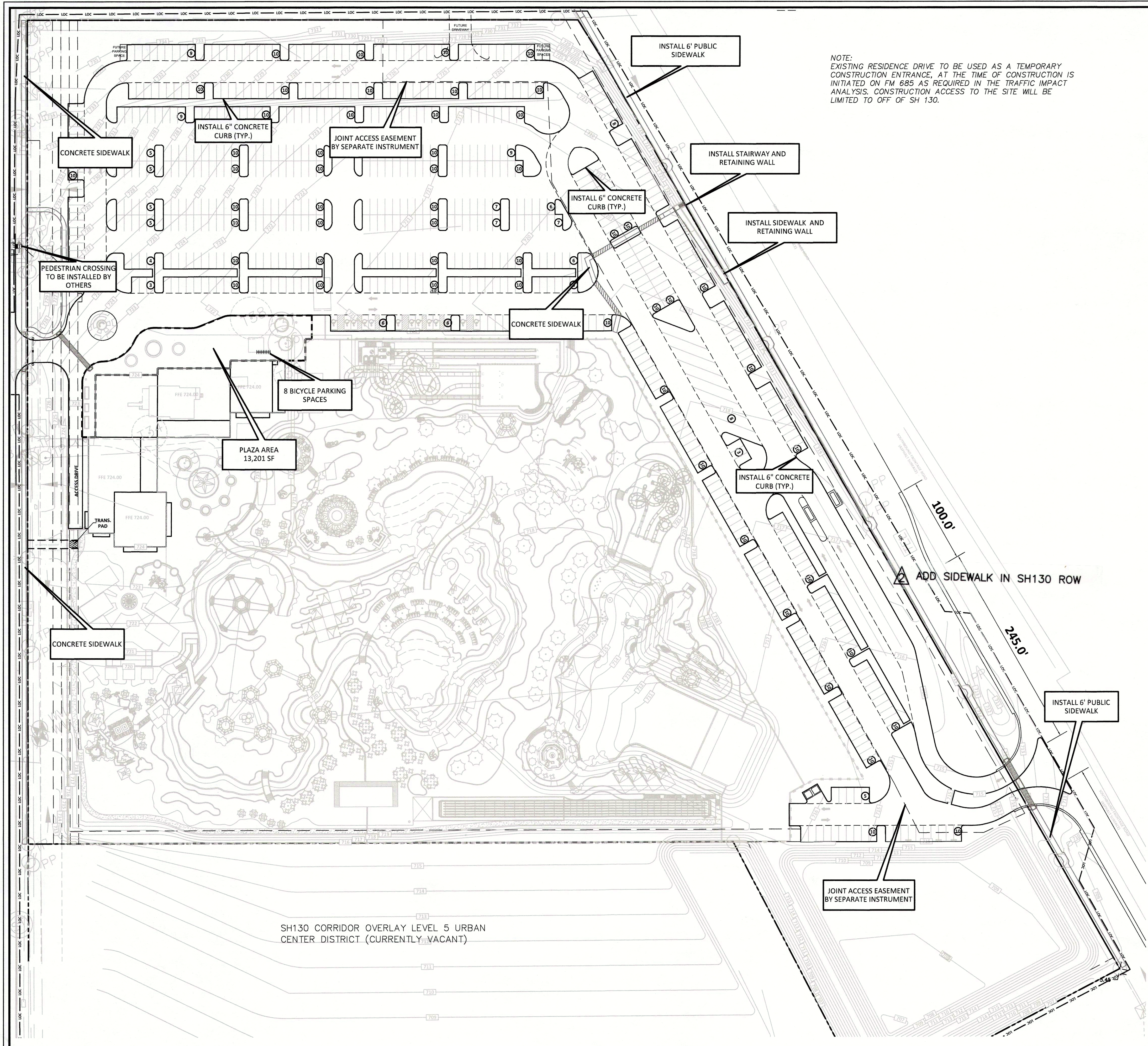
DRAWING SCALE:	HORIZ. VERT.:	06/24/2013	FILE NAME:	HAWAIIAN FALLS
5/14/14	T.M.		DATE:	01/13/2014
ADD SIDEWALK IN SH130 ROW			DRAWN:	PAW
			DESIGNED:	TJM
			NO.	DATE
			REVISION	BY



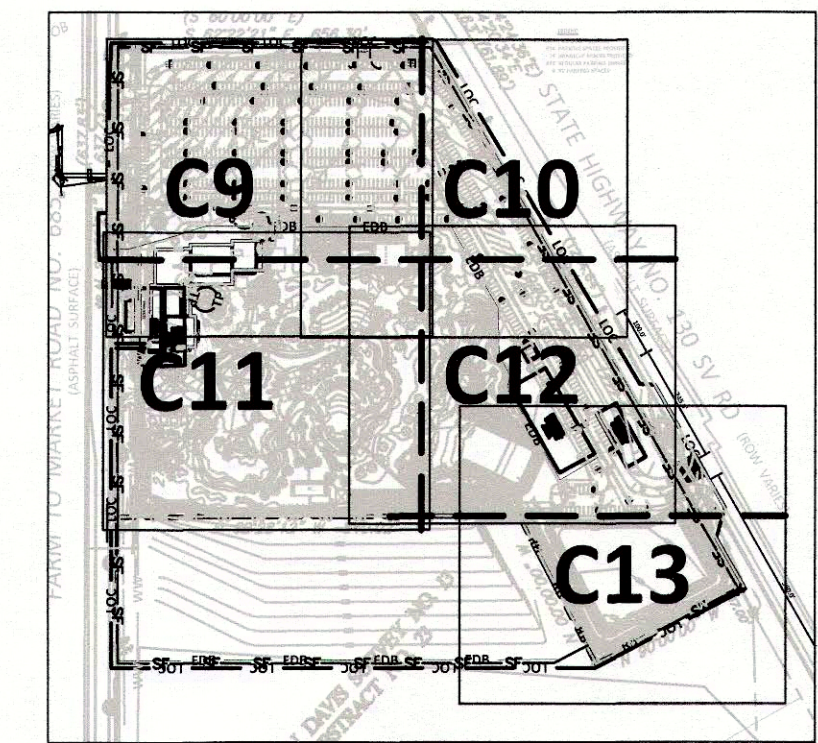
Catalyst Engineering Group
112 Pecan Street West
Pflugerville, Texas 78660
Office: (512) 944-6077
Mobile: (512) 657-2210
TXPE FIRM No. P-18276

HAWAIIAN FALLS WATER PARK
PUBLIC SIDEWALK ACCESS ADDITION
2411 FM 685
PFLUGERVILLE, TEXAS
IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS

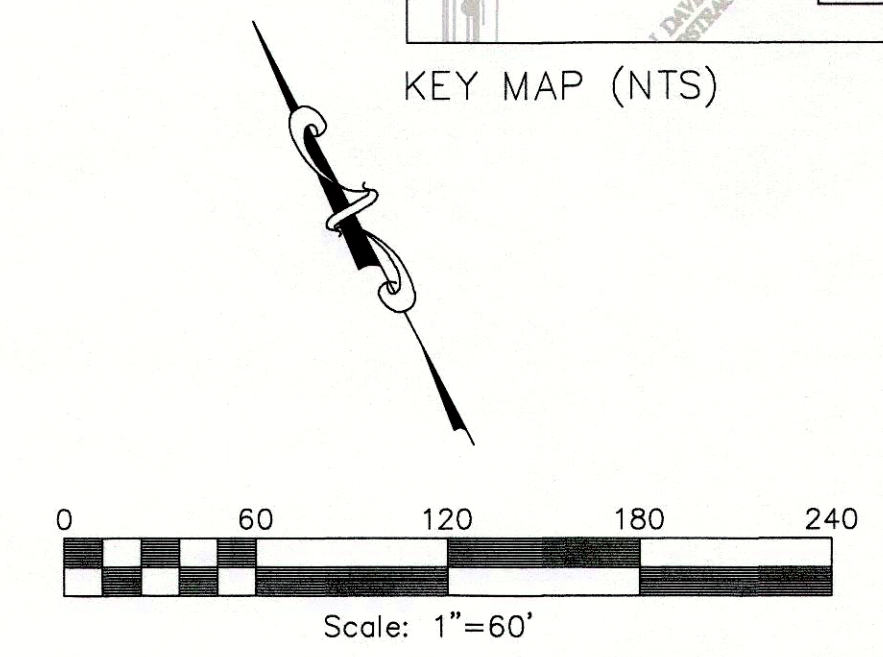
SHEET
C8.2
OF
49



NOTE:
EXISTING RESIDENCE DRIVE TO BE USED AS A TEMPORARY
CONSTRUCTION ENTRANCE. AT THE TIME OF CONSTRUCTION IS
INITIATED ON FM 685 AS REQUIRED IN THE TRAFFIC IMPACT
ANALYSIS, CONSTRUCTION ACCESS TO THE SITE WILL BE
LIMITED TO OFF OF SH 130.



KEY MAP (NTS)



CITY OF PFLUGERVILLE SITE PLAN INFORMATION

SITE ACREAGE: 23.0 ACRES
TOTAL IMPERVIOUS COVER: 15.84 ACRES (68.86%)
LEGAL DESCRIPTION: BOHL'S COMMERCIAL PARK SUBDIVISION, LOT 1A
ADDRESS: 2411 FM 685
PFLUGERVILLE, TEXAS 78660
PROPOSED USE: RECREATIONAL WATER PARK
EXISTING USE: VACANT UNDEVELOPED
DEVELOPMENT PATTERN: BASE DEVELOPMENT
DEVELOPMENT ZONING: SH130 CORRIDOR OVERLAY LEVEL 5 - URBAN CENTER DISTRICT
LAND USE SUMMARY: BLDG./ROOFS = 43,268.97 SF.
PARKING = 332,374.57 S.F.
SIDEWALKS/FLATWORK = 314,286.36 S.F.
PARKING SPACES REQUIRED: 694 (SEE TABLE BELOW)
PARKING SPACES PROVIDED: 14 - ADA (6 VAN ACCESSIBLE),
21 - 9' WIDE = 675 TOTAL
8 - RV SPACES
8 - BICYCLE SPACES
SUBMITTAL DATE: 11/20/13
*UNDER SECTION 8 -- WE ARE UTILIZING DECORATIVE LANDSCAPE
PLANTERS; PEDESTRIAN LIGHTING; SPECIAL PAVING,
STAMPED CONCRETE OR PAVERS; AND SEATING TO COMPLY.*
PLAZA AREA REQUIRED = 1 SF/100 SF OF GROSS AREA = 200 SF
PLAZA AREA PROVIDED = 13,201 SF
FLOOR TO AREA RATIO = 0.043:1

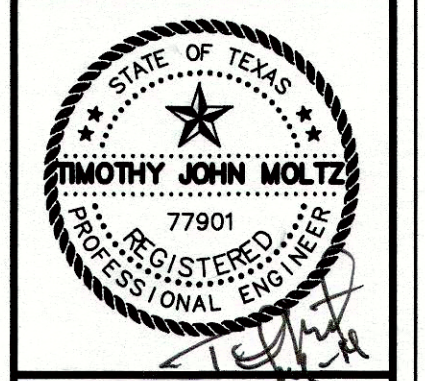
PARKING TABLE

USE	SF	REQ	REQUIRED NO. OF SPACES
ENTERTAINMENT	450,905	1/650 SF	694
PARKING SPACES PROVIDED:			697

- NOTES:
- ALL (NEW) TELEPHONE AND CABLE TELEVISION UTILITY LINES AND ALL ELECTRIC UTILITY LATERAL AND SERVICE LINES AND WIRES SHALL BE PLACED UNDERGROUND, EXCEPT AS OTHERWISE HEREIN PROVIDED.
 - WHERE EXISTING OVERHEAD ELECTRICAL SERVICE EXISTS, ELECTRIC UTILITY SERVICE LINES FOR STREET OR SITE LIGHTING SHALL BE PLACED UNDERGROUND.
 - ALL ELECTRICAL, CABLE TELEVISION, AND TELEPHONE SUPPORT EQUIPMENT (TRANSFORMERS, AMPLIFIERS, SWITCHING DEVICES, ETC.) NECESSARY FOR UNDERGROUND INSTALLATIONS IN SUBDIVISIONS SHALL BE PAD MOUNTED OR PLACED UNDERGROUND IN A PUBLIC UTILITY EASEMENT RATHER THAN RIGHT-OF-WAY.

FIRE PROTECTION NOTE:
ADD TYPICAL FIRE LANE MARKING AT EDGE OF CURB AND ALONG BACK OF PARKING SPACES ON PAVEMENT TO DELINEATE FIRE LANE ROUTE ON SITE.

DRAWING NO.	5/14/14 ADD SIDEWALK IN SH130 ROW	T.M.	NO.	DATE	REVISION	BY
HORIZ. SCALE	AS SHOWN					
VERT. SCALE	AS SHOWN					
DRAWN BY	PAW					
DESIGNED BY	TJM					
FILE NAME	HAWAIIAN FALLS					
DATE	01/13/2014					
SURVEYED	06/24/2013					



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**HAWAIIAN FALLS WATER PARK
OVERALL PAVING & DIMENSION PLAN
2411 FM 685
PFLUGERVILLE, TEXAS**
IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS

EXHIBIT C
Approved Construction Plans

To be made part of document prior to beginning of construction

EXHIBIT D

Certificate of Insurance (TxDOT Form 1560)

To be made part of document prior to beginning of construction

EXHIBIT E

Attachment A (FHWA Additional Requirements)

To be made part of document if applicable