

**PEDESTRIAN FACILITIES LOCATED OUTSIDE OF SECONDARY HIGHWAY
SYSTEM RIGHT-OF-WAY
AGREEMENT FOR
COUNTY of ALBEMARLE**

THIS AGREEMENT, is made this _____ day of _____, _____ between the Board of Supervisors of Albemarle County (the "County"), party of the first part, and the Commonwealth of Virginia, Department of Transportation ("VDOT"), party of the second part, for the purpose of satisfying 24VAC30-92-120.I of the Secondary Street Acceptance Requirements for the addition of secondary streets made after this date throughout the County.

RECITALS

R-1 WHEREAS, the County may approve the creation of certain developments which include the construction of new streets intended to be taken into the secondary system of state highways.

R-2 WHEREAS, included in the design and construction of said streets, VDOT may require the construction of certain pedestrian accommodations.

R-3 WHEREAS, VDOT will maintain those compliant pedestrian accommodations which are located within highway right-of-way of streets accepted into the secondary system, but VDOT will not be responsible for the design, construction, maintenance, and improvement of pedestrian facilities located outside of highway right-of-way.

R-4 WHEREAS, a prerequisite for accepting any street into the secondary system of state highways is the provision that developments whose streets are intended to be accepted into the secondary system satisfy the public benefit requirements contained within the Secondary Street Acceptance Requirements which includes pedestrian facilities.

R-5 WHEREAS, pursuant to 24 VAC 30-92-120.I of the Secondary Street Acceptance Requirements, pedestrian facilities necessary to satisfy the public benefit requirements may be located outside of the Virginia Department of Transportation's right-of-way and documents regarding the arrangements providing for the maintenance of such pedestrian facilities shall be provided to VDOT prior to the transfer of jurisdiction over the streets to VDOT.

R-6 WHEREAS, the pedestrian accommodations must be contained within a perpetual public easement that is accessible to all.

NOW, THEREFORE, in consideration of the premises, the mutual covenants stated herein, and other good and valuable consideration the receipt and sufficiency of which is acknowledged by all parties hereto, the parties hereto agree as follows:

1. The County acknowledges that VDOT has no responsibility or liability associated with pedestrian facilities located outside of highway right-of-way.

2. The County assures the burden and all costs of inspection, construction, maintenance, and future improvements to these pedestrian facilities, or other costs related to the placement of the facilities outside of highway right-of-way and such funds shall be provided from sources other than those administered by VDOT. Nothing herein shall be deemed a waiver of either party's sovereign immunity.
3. The County shall make formal arrangements to insure that pedestrian facilities located outside of secondary highway right-of-way are sufficiently maintained and such documentation of this arrangement will be supplied to VDOT prior to street acceptance.
4. The County shall not request that VDOT accept a street for maintenance as part of the secondary system of state highways until the developer or County has constructed the required pedestrian facility and applied for an in-place connection permit for the area in which the pedestrian facilities intersect highway right-of-way.
5. VDOT agrees to issue an in-place connection permit for the pedestrian facilities in conjunction with the acceptance of the street into the secondary system of state highways if the facilities and the new street meet all appropriate requirements contained in the Secondary Street Acceptance Requirements.
6. The parties expressly do not intend by execution of this Agreement to create in the public, or any member thereof, any rights as a third party beneficiary, or to authorize anyone not a party hereto to maintain a suit for any damages pursuant to the terms or provisions of this Agreement. In addition the parties understand and agree that this Agreement is not to be construed as an indemnification against third party claims.
7. The parties hereto agree that the provisions of this Agreement may be invoked by reference in any resolution of the County requesting any future addition to the secondary system of state highways.

Witness the following signatures and seals:

Approved as to Form

Board of Supervisors of Albemarle County

County Attorney

By: _____
(Name & Title) Ned Gallaway, Chair

**COMMONWEALTH OF VIRGINIA DEPARTMENT OF
TRANSPORTATION**

By: _____
Commonwealth Transportation Commissioner

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF
_____, to wit:

Ned Gallaway Chair of the Albemarle County Board of Supervisors, acknowledged the
foregoing instrument before me this _____ day of _____, _____.

NOTARY PUBLIC Notary registration number
My commission expires: _____

COMMONWEALTH OF VIRGINIA, CITY OF RICHMOND, to wit:

(Name) _____, “Commonwealth
Transportation Commissioner”, party of the second part, acknowledged the foregoing instrument
before me this _____ day of _____, _____.

NOTARY PUBLIC Notary registration number
My commission expires: _____