

# MEMORANDUM OF UNDERSTANDING

County: Galveston  
CSJ: 0500-04-145  
Highway: IH 45  
Clear Creek Village Subdivision Sound Wall

This Memorandum of Understanding (MOU) documents the mutual understanding of the Texas Department of Transportation (TxDOT), an agency of the State of Texas, and the City of League City (Local Government).

## Background

The Texas Transportation Commission passed Minute Order Number 116752 authorizing TxDOT to undertake and complete a highway improvement generally described as the construction and installation of a sound wall on IH 45, from Clear Creek to FM 518 (Project).

The Project includes the construction of a sound wall that is both on-and-off-TxDOT right of way, near the Clear Creek Subdivision in the City of League City.

TxDOT and the Local Government desire to document their current understanding of the Project.

## Understanding

1. Project Implementation
  - 1.1 TxDOT, or its consultant, will provide all required architectural and engineering services for all engineering for the Project, to include the 14-foot sound wall, as shown on Exhibit A, Layout.
  - 1.2 TxDOT, or its contractor, will provide all required construction for the Project.
  - 1.3 Field changes, supplemental agreements or additional work orders which may become necessary subsequent to the award of the contract, shall be subject to the approval of TxDOT.
  - 1.4 The Local Government will provide all necessary access and staging during the design and construction of the sound wall portion that is located outside of the TxDOT right-of-way.
2. Project Funding
  - 2.1 TxDOT will utilize federal and state funding for all engineering and construction costs.
  - 2.2 TxDOT will be responsible for 100 percent of overruns, if any.
  - 2.3 The Local Government will be responsible for all costs associated with the right-of-way acquisition outside TxDOT right-of-way, utility adjustments and coordination, and securing any necessary easement.
  - 2.4 The Local Government will be responsible for all costs associated with owning and maintaining the sound wall within the Local Government's right-of-way upon completion of the Project.
  - 2.5 There is no exchange of funds between the parties under this MOU.
3. Maintenance
  - 3.1 Upon completion of the sound wall construction, ownership of the portion of the sound wall that is located outside of TxDOT right-of-way, will default to the entity who owns the easement, in this case, the Local Government.
  - 3.2 The Local Government will be responsible for owning and maintaining the sound wall constructed within the Local Government's right-of-way under the Project along the existing easement for Sound Wall 2, from PI STA 12+05.00 to POE STA 17+45.00, as shown on Exhibit A, Sheet 2 and Sheet 3 respectively.

Concurrence:

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Thomas G. Allbritton, P.E.  
Houston District Engineer  
Texas Department of Transportation

Date: \_\_\_\_\_

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John Baumgartner  
City Manager  
City of League City

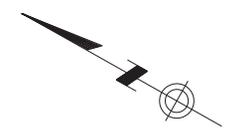
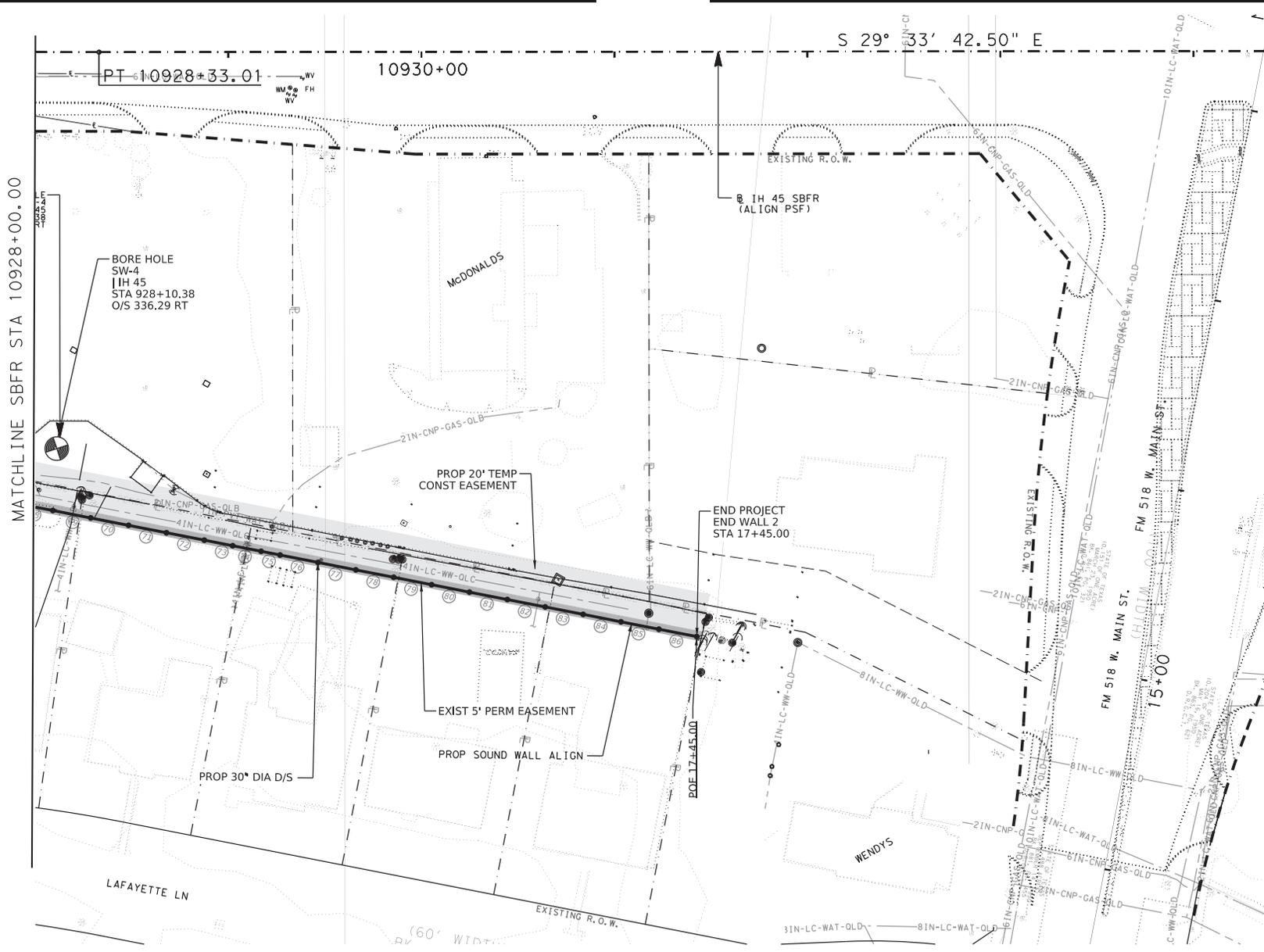
Date: \_\_\_\_\_





EXHIBIT A

DATE: 1/24/2025 11:03 AM  
 FILE: p:\txdp\project\lason\lme.com\TXD013\Documents\12 - HOU\Construction\Projects\050003107\4 - Design\Master Design Files\Sound Wall - Clear - Creel\Exc\Lighting - Clearborne\sect1\plan\5



- LEGEND**
- ⊕ PANEL NUMBER
  - DRILLED SHAFT
- NOTES**
- REFER TO HORIZONTAL DATA SHEETS FOR ALIGNMENT DATA & PANEL LENGTHS
  - REFER TO UTILITY LAYOUT SHEETS FOR UTILITY DATA



**IH 45  
SOUND WALL LAYOUT**

SHEET 3 OF 3  
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|------|-----------|--|---------|
|      |           | Texas<br>Department<br>of Transportation |         |
| CONT | SECT      | JOB                                      | HIGHWAY |
| 0500 | 04        | 145                                      | IH 45   |
| DIST | COUNTY    | SHEET NO.                                |         |
| HOU  | Galveston |  |         |