

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF LEAGUE CITY, TEXAS
AND
THE CLEAR CREEK MEADOWS HOMEOWNER ASSOCIATION
(CLAREMONT CONNECTOR HIKE AND BIKE Trail Project)**

This Agreement is entered into as of the 1 day of May, 2019, by and between the CITY OF LEAGUE CITY, TEXAS, a municipal corporation (hereinafter called the "City") and the CLEAR CREEK MEADOWS HOMEOWNER ASSOCIATION (hereinafter called "HOA").

RECITALS

WHEREAS, the City proposes to construct a sidewalk along a utility corridor running northeast from an existing trail in Villages of Oak Creek Colony to an existing trail in Clear Creek Meadows in the City of League City, Texas (the "Project), on the area of land more particularly described in Exhibit A; and

WHEREAS, HOA owns the property described in Exhibit A; and

WHEREAS, HOA has agreed to convey an easement to the City in order to accommodate the construction, maintenance, repair and public use of a sidewalk located on the property described in Exhibit A; and

WHEREAS, the parties seek to enter into this Agreement to define the rights and obligations of each party regarding the conveyance of the easement; and

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the City and HOA agree as follows:

AGREEMENT

1. Recitals: The recitals set forth above are declared true and correct and hereby incorporated as part of this Agreement.
2. City's Obligations:
 - 2.1 Project Description: The City shall construct a meandering trail along a utility corridor running northeast from an existing trail in Villages of Oak Creek Colony to an existing trail in Clear Creek Meadows. The sidewalk shall meet all requirements of the Americans with Disability Act (ADA) and be generally located no closer than five feet from the existing rear fence.
 - 2.2 City Management: The City will be responsible for the management and construction of the Project, including: (i) the development of the plans and specifications for the trail and any associated improvements; (ii) the bidding and award of the construction contract for the sidewalk; (iii) the management of the construction work; and (iv) the acceptance of the completed work.
 - 2.3 City and HOA Collaboration: The City shall collaborate with HOA on specific trail alignment issues and provide a one-time review of the Project plans prior to the bidding of the construction contract for the Project.
 - 2.4 Landscape Mitigation Efforts: The City will use its best efforts to mitigate any negative impacts to the existing landscaping during the planning and construction of the Project but the City may remove any landscaping that, in the City's sole judgment, interferes with the Project's completion.

- 2.5 City Bidding Timeline: The City will bid the Project within one hundred twenty (120) days after HOA conveys the necessary easement to the City.

3. HOA's Obligations:

- 3.1. Conveyance of Easement: HOA shall convey an easement by deed to the City by July 11, 2018. A sample easement deed is attached hereto and incorporated into this Agreement as Exhibit B.
- 3.2. Irrigation System: HOA shall ensure that any irrigation system located in the Project area is working properly prior to the commencement of the Project's construction.

4. INDEMNIFICATION:

4.1 HOA HEREBY RELEASES, ACQUITS, AND FOREVER DISCHARGES THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS, RIGHTS OR CAUSES OF ACTION OF WHATSOEVER CHARACTER OR NATURE, INCLUDING ATTORNEYS' FEES, ARISING FROM OR BY REASON OF ANY AND ALL BODILY OR PERSONAL INJURIES, INCLUDING DEATH AND MENTAL ANGUISH, DAMAGE TO PROPERTY AND THE CONSEQUENCES THEREOF WHICH MAY BE SUSTAINED BY HOA, ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, OR ASSIGNS AS A RESULT OF THE NEGLIGENT DESIGN OF THE PROJECT REFERENCED ABOVE, UNLESS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, OR ASSIGNS. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION, EXPIRATION, OR CANCELLATION OF THIS AGREEMENT.

4.2 HOA SHALL KEEP AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL COST, LIABILITY, DAMAGE OR EXPENSE OF ANY NATURE AND HOWSOEVER CAUSED, INCLUDING ATTORNEYS' FEES, CLAIMED OR RECOVERED BY ANYONE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY CAUSED BY OR RESULTING FROM THE NEGLIGENT DESIGN BY THE CITY, ITS AGENTS, EMPLOYEES, SUCCESSORS, OR ASSIGNS OF THE PROJECT REFERENCED ABOVE, UNLESS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, OR ASSIGNS.

5. Miscellaneous Provisions

- 5.1. Amendments and Waivers: Any provision of this Agreement may be amended or waived, provided such amendment or waiver is in writing and is signed by the City and HOA. No course of dealing on the part of the parties, no any failure or delay by one or more of the parties, with respect to exercising any right or privilege under this Agreement shall operate as a waiver thereof, except as otherwise provided in this section.
- 5.2. Assignments: All covenants and agreements contained by or on behalf of a party in this Agreement shall bind its successors and assigns and shall inure to the benefit of the other parties, their successors and assigns. The parties may assign their rights and obligations under this

Agreement or any interest herein, only with the prior written consent of the other party, and any assignment without such prior written consent is void and has no effect.

- 5.3. City Ordinances: Nothing herein is intended to supersede or waive any City ordinance or regulation pertaining to the Project.
- 5.4. Invalidity: Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is prohibitive or invalid under applicable law, such provision shall be ineffective only to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 5.5. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas. The Parties agree that any suit arising out of or related to this Agreement shall be filed in Galveston County, Texas.
- 5.6. Multiple Counterparts. To accomplish the execution of this Agreement, it may be executed in multiple counterparts.
- 5.7. Entire Agreement. This Agreement embodies the final, entire Agreement between the Parties regarding the subject matter of this Agreement, and supersedes any and all prior commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter hereof. This Agreement may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of the Parties.
- 5.8. The provisions of this Agreement may be amended, supplemented, or waived only by an instrument in writing signed by both parties. This Agreement shall be construed as if jointly drafted by the City and HOA.
- 5.9. Exhibits. All Exhibits attached hereto are incorporated herein by this reference for all purposes.
- 5.10. Prohibition on Boycotting Israel: Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement HOA verifies that HOA: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
- 5.11. Prohibition Against Business with Iran, Sudan or Foreign Terrorist Organizations: HOA warrants, covenants, and represents that HOA is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.
- 5.12. Notice: All notices which are required or may be given pursuant to this Agreement shall be in writing and shall be sufficient if delivered personally or by first class mail, postage prepaid, return receipt requested, or by a nationally recognized courier, to the parties at the addresses set out below or such other addresses as the parties may hereafter notify one another. Notice delivered in accordance with the terms hereof shall be effective upon receipt.

If to the City:

City of League City
Attn: City Manager
300 West Walker
League City, Texas 77573


If to HOA:

Clear Creek Meadows Homeowner Association

P.O. Box 1707
League City, Texas
77574

Executed this 1 day of May, 2019

CLEAR CREEK MEADOWS HOMEOWNER'S ASSOCIATION



Jack Grover
PRESIDENT CCM HOA

CITY OF LEAGUE CITY

John Baumgartner, City Manager

ATTEST:

Diana Stapp, City Secretary

APPROVED AS TO FORM:

Nghiem Doan, City Attorney

Exhibit A

General Property Description

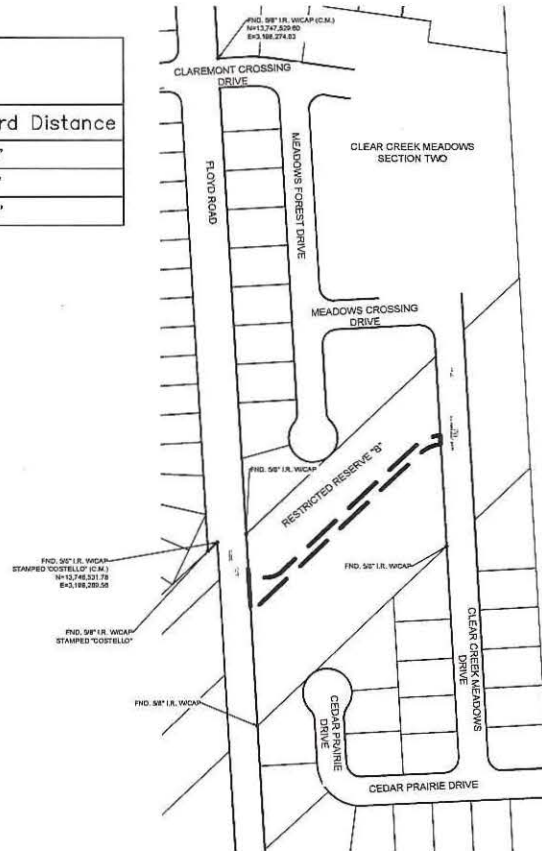
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Curve Table

Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	48.99'	44.32'	63° 19' 40"	N86° 04' 37"E	46.53'
C2	57.79'	95.24'	34° 46' 09"	N65° 55' 56"E	56.91'
C3	45.44'	77.24'	33° 42' 35"	S65° 36' 34"W	44.79'

Line Table

Line #	Length	Direction
L1	21.50'	S55° 14' 23"E
L2	382.33'	N46° 40' 26"E
L3	18.05'	S03° 01' 52"E
L4	480.32'	S46° 40' 26"W
L5	89.75'	N03° 08' 47"W



PARENT TRACT
INSET



BASIS OF BEARINGS:
TEXAS STATE PLANE COORDINATE
SYSTEM, SOUTH CENTRAL ZONE
No. 4204 (NAD 83) (CORS 96)
AS ESTABLISHED BY LEAGUE CITY
REF MARK LC-2005-121. THE
COORDINATES SHOWN HEREON
ARE GRID COORDINATES AND MAY
BE BROUGHT TO SURFACE BY
MULTIPLYING BY THE COMBINED
SCALE FACTOR OF 1.000129227.
ALL DISTANCES ARE SURFACE.

NOTES:

1. THIS SURVEY IS BEING CREATED SOLELY FOR THE PARTIES HEREIN STATED; NO LICENSE HAS BEEN CREATED, EXPRESS OR IMPLIED, TO COPY THIS SURVEY EXCEPT AS IS NECESSARY IN CONJUNCTION WITH THIS TRANSACTION.

2. REFERENCE TMAP No. 27H15B.

THE LEAGUE CITY CLAREMONT CONNECTOR HIKE & BIKE TRAIL



**WEISSER
Engineering Co.**

19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300
www.WeisserEng.com
T.B.P.E.R. #F-68 T.B.P.L.S. #100518-00

**0.2530 ACRE (11,021 SQ. FT.)
TRAIL EASEMENT
JOHN DICKINSON SURVEY, A-9
GALVESTON COUNTY, TEXAS**

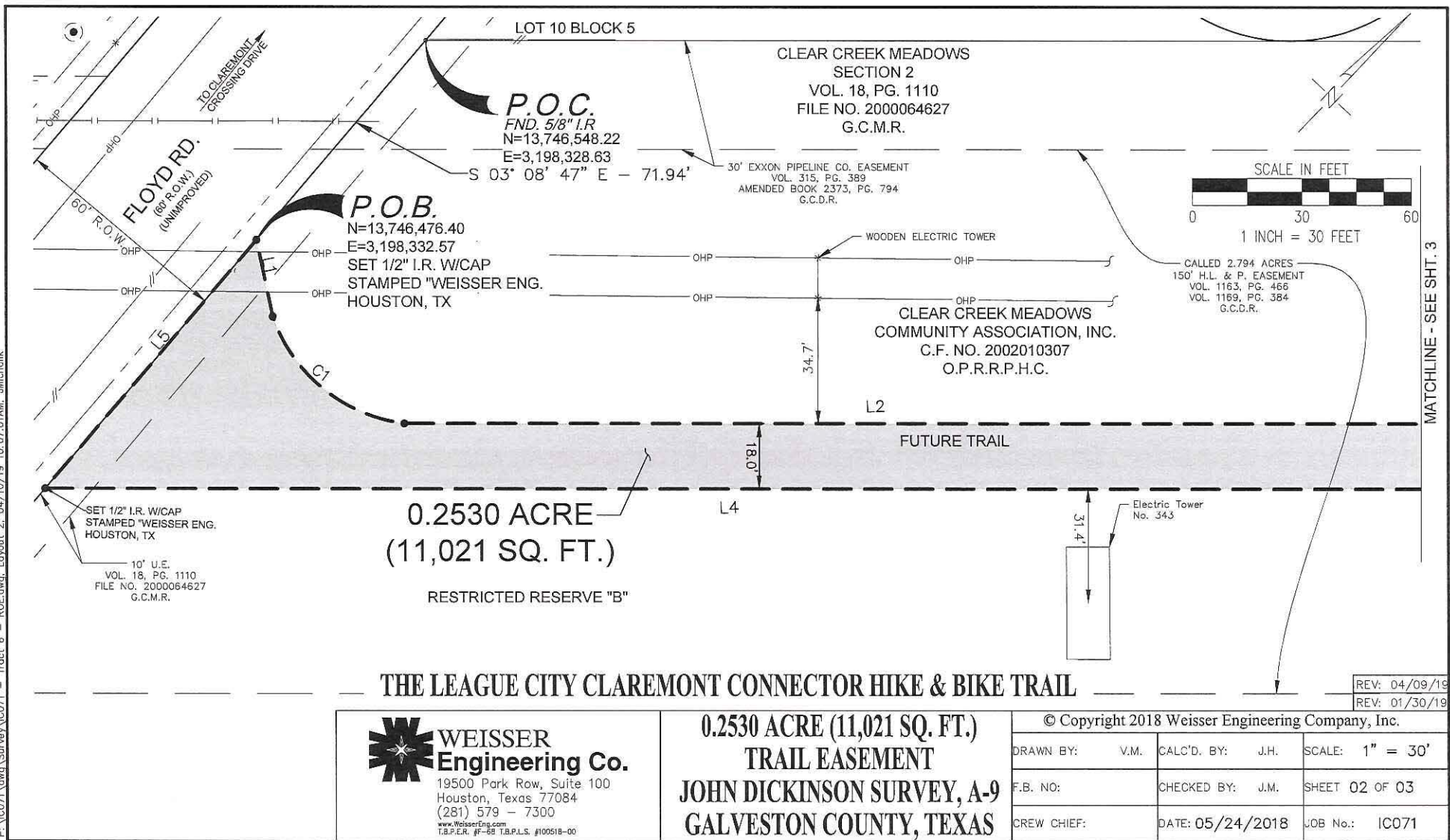
© Copyright 2018 Weisser Engineering Company, Inc.

DRAWN BY:	V.M.	CALC'D. BY:	J.H.	SCALE:	N.T.S.
F.B. NO:		CHECKED BY:	J.M.	SHEET	01 OF 03
CREW CHIEF:		DATE:	05/24/2018	JOB No.:	IC071

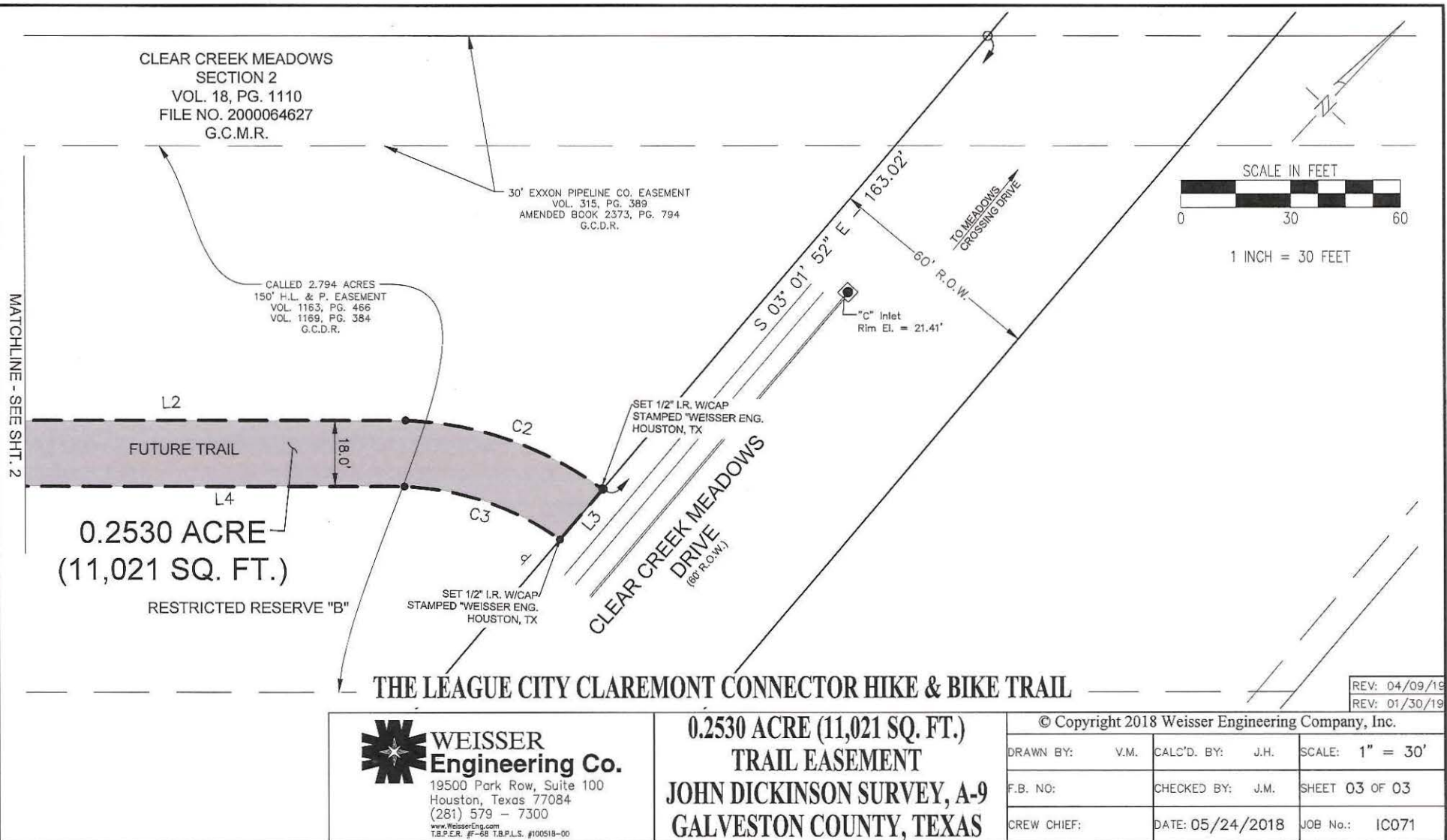
REV: 04/09/19

REV: 01/30/19

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**DESCRIPTION OF A 0.2530-ACRE (11,021 SQ. FT.) TRACT
OF LAND SITUATED IN THE JOHN DICKINSON
SURVEY, A-9, GALVESTON COUNTY, TEXAS**

Being a description of a 0.2530-acre (11,021 Sq. Ft.) tract of land situated in the John Dickinson Survey, A-9, Galveston County, Texas, and being out of a Restricted Reserve 'B' of Clear Creek Meadows, Section Two, as recorded in Volume 18, Page 1110, File No. 2000064627 of the Galveston County Map Records and conveyed to Clear Creek Meadows Community Association, Inc., by deed recorded under Clerk's File No. 2002010307 of the Official Public Records of Real Property, Galveston County, Texas. Said 0.2530-acre tract being further described by metes and bounds as follows with the basis of bearings being the Texas State Plane Coordinate System, South Central Zone No. 4204, (NAD 83) (CORS 96) as established by League City Reference Mark LC-2005-121, all coordinates shown herein are grid coordinates and may be brought to surface by multiplying by the combined scale factor of 1.000129227, all distances are surface:

COMMENCING (N=13,746,548.22, E=3,198,328.63) at a 5/8-inch iron rod found in east right-of-way line of Floyd Road (Right-of-Way Varies) for the southwest corner of Lot 10, Block 5 of said Clear Creek Meadows, Section Two and for the northwest corner of said Restricted Reserve 'B';

THENCE South 03 deg. 08 min. 47 sec. East, with the east right-of-way line of said Floyd Road, a distance of 71.94 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northwest corner and **POINT OF BEGINNING (N=13,746,476.40, E=3,198,332.57)** of said tract herein described;

THENCE over and across said Restricted Reserve 'B', the following courses and distances:

1. South 55 deg. 14 min. 23 sec. East – 21.50 feet to a point marking the beginning of a non-tangent curve to the left;
2. With the arc of a curve to the left having a radius of 44.32 feet, a central angle of 63 deg. 19 min. 40 sec., an arc length of 48.99 feet, a chord bearing North 86 deg. 04 min. 37 sec. East and a chord distance of 46.53 feet to the end of said curve;
3. North 46 deg. 40 min. 26 sec. East – 382.33 feet to a point marking the beginning of a non-tangent curve to the right;
4. With the arc of a curve to the right having a radius of 95.24 feet, a central angle of 34 deg. 46 min. 09 sec., an arc length of 57.79 feet, a chord bearing of North 65 deg. 55 min. 56 sec. East and a chord distance of 56.91 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the west right-of-way line of Clear Creek Meadows Drive (60-Foot Wide Right-of-Way), as recorded by plat of said Clear Creek Meadows, Section Two for the northeast corner of said tract herein described;

THENCE South 03 deg. 01 min. 52 sec. East, with the west right-of-way line of said Clear Creek Meadows Drive, a distance of 18.05 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the southeast corner of said tract herein described;

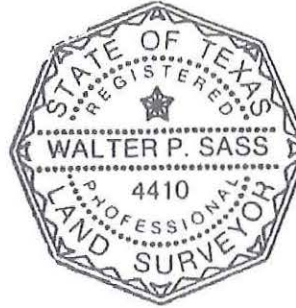
THENCE continuing over and across said Restricted Reserve 'B', the following courses and distances:

5. With the arc of a curve to the left having a radius of 77.24 feet, a central angle of 33 deg. 42 min. 35 sec., an arc length of 45.44 feet, a chord bearing of South 65 deg. 36 min. 34 sec. West and a chord distance of 44.79 feet to the end of said curve;
6. South 46 deg. 40 min. 26 sec. West – 480.32 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the east right-of-way line of said Floyd Road and in the west line of said Restricted Reserve 'B' for the southwest corner of said tract herein described;

THENCE North 03 deg. 08 min. 47 sec. West, with the east right-of-way line of said Floyd Road, a distance of 89.75 feet to the **POINT OF BEGINNING** and containing 0.2530 acre (11,021 Sq. Ft.) of land.

This description is accompanied by a plat of even survey date.

Compiled by:
Weisser Engineering Company
19500 Park Row
Houston, Texas 77084
TBPLS Reg. No. 100518-00
TBPE Reg. No.: F-68
Job No. IC071
Date: 05/24/2018
Revised: 06/29/2018
Revised: 01/30/2019
Revised: 04/09/2019



A handwritten signature in blue ink, appearing to read "Walter P. Sass", written over a faint, curved line.

EXHIBIT B
EASEMENT DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER 'S LICENSE NUMBER.

PARK TRAIL EASEMENT

STATE OF TEXAS

}

KNOW EVERYONE BY THESE PRESENTS:

}

COUNTY OF GALVESTON

}

GRANTOR: Clear Creek Meadows Homeowners Association

GRANTEE: The City of League City, Texas, a Texas municipal corporation

THAT Grantor, for and in consideration of the Grantor's intention of making a gift as a charitable contribution , has GRANTED AND CONVEYED, and by these presents does GRANT AND CONVEY unto Grantee, its successors and assigns, perpetual parks trails easement rights for the purpose of constructing, inspecting, maintaining, repairing, or relocating a park trail, including all necessary appurtenances, in, on, across, under and through that certain 0.2530 acre parcel or tract of land more particularly described in **Exhibit "1"** attached hereto and made a part hereof for all purposes (the "Property").

This conveyance is further made subject to and any and all restrictions, covenants, easements, rights-of-way, encumbrances and mineral or royalty reservations or interest affecting the Property and appearing of record in the Official Public Records of Galveston County, Texas, to the extent that said items and matters are in effect and validly enforceable against the Property; provided, however, Grantor, to the extent that it has the ability to enforce any of said items or matters, agrees that it shall not enforce any of said items or matters in a manner which would prejudice or interfere with Grantee's use of the Property.

Grantor is not making any representations or warranties of any kind or character, express or implied, with respect to the Property, including but not limited to, warranties or representations as to habitability, merchantability, fitness for a particular purpose, zoning, physical, environmental or historical condition(s), utilities, operating history or projections, valuations, governmental approvals, or the compliance of the Property with governmental laws.

TO HAVE AND TO HOLD, subject to the matters set forth herein, together with all and singular the easement rights thereto in anywise belonging unto said Grantee, its successor and assigns, forever.

(signature block on next page)

EXECUTED on this 1 day of May, 2019.

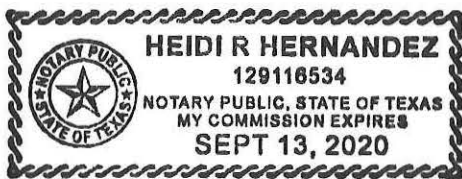
CLEAR CREEK MEADOWS HOMEOWNERS ASSOCIATION

By: Jack
Printed Name: Jack Grover
Title: President CCMHOA

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF GALVESTON }

This instrument was acknowledged before me on the 1 day of May, 2019, by Jack Grover on behalf of Clear Creek Meadows Homeowners Association.



Heidi R. Hernandez
Notary Public, State of Texas

After recording, please return to Grantee:

Attn.: Parks Director and City Secretary
City of League City
300 West Walker Street
League City, Texas 77573.

Exhibit 1
Description of Trails Easement

**DESCRIPTION OF A 0.2530-ACRE (11,021 SQ. FT.) TRACT
OF LAND SITUATED IN THE JOHN DICKINSON
SURVEY, A-9, GALVESTON COUNTY, TEXAS**

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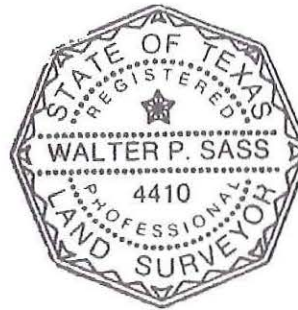
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This description is accompanied by a plat of even survey date.

Compiled by:
Weisser Engineering Company
19500 Park Row
Houston, Texas 77084
TBPLS Reg. No. 100518-00
TBPE Reg. No.: F-68
Job No. IC071
Date: 05/24/2018
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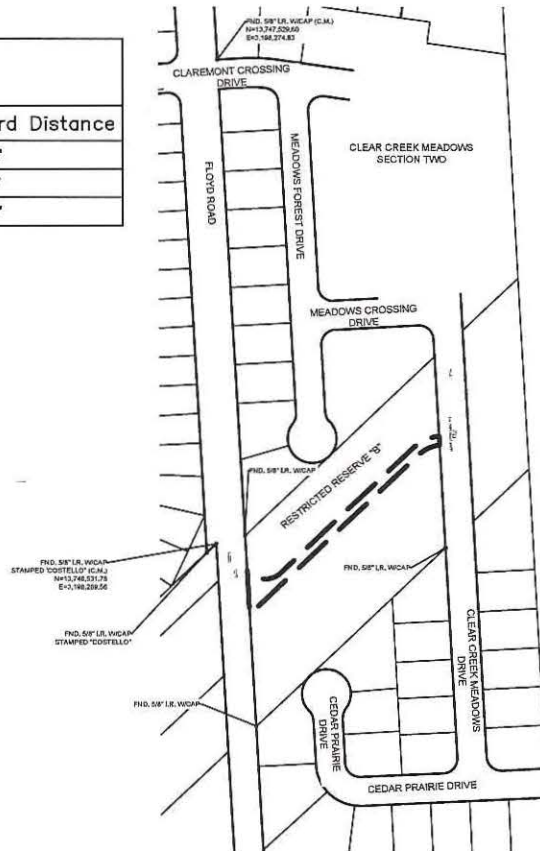
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No. 4204 (NAD 83) (CORS 96)
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2. REFERENCE TMAP No. 27H15B.

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**0.2530 ACRE (11,021 SQ. FT.)
TRAIL EASEMENT
JOHN DICKINSON SURVEY, A-9
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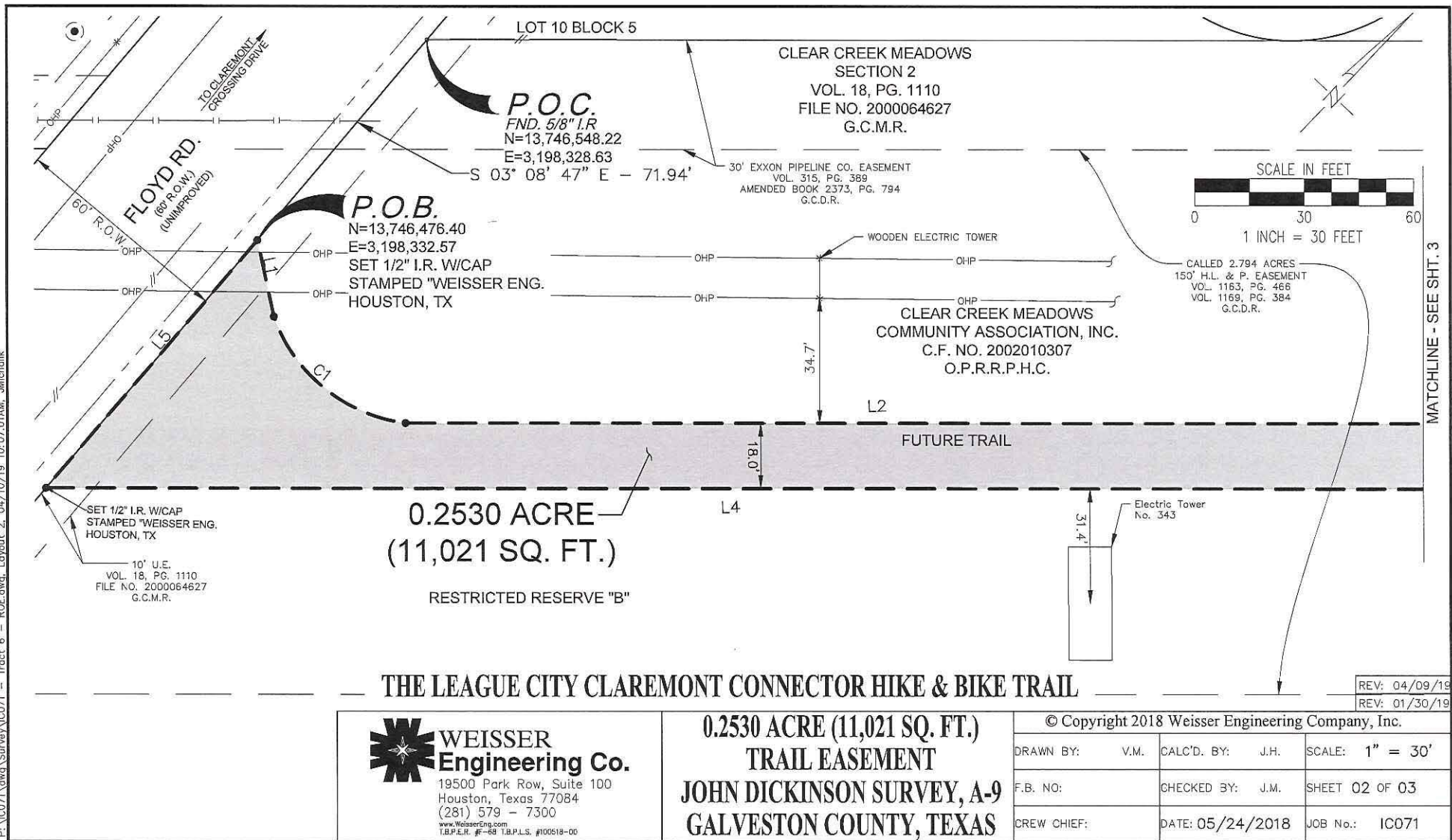
© Copyright 2018 Weisser Engineering Company, Inc.

DRAWN BY:	V.M.	CALC'D. BY:	J.H.	SCALE:	N.T.S.
F.B. NO:		CHECKED BY:	J.M.	SHEET	01 OF 03
CREW CHIEF:		DATE: 05/24/2018		JOB No.:	IC071

REV: 04/09/19

REV: 01/30/19

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