



SOUND WALL MAINTENANCE AGREEMENT

(Version 8-6-2024)

This AGREEMENT (“Agreement”) is made and entered into between the City of League City (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 and Clear Creek Village Civic Association, Inc. (“Association”), the property owner’s association for Clear Creek Village, managed by LPI Property Management, LLC, P.O. Box 3217, Pearland, Texas 77588. Collectively known as, “Parties”.

RECITALS

WHEREAS, Clear Creek Village is a residential subdivision located in the City of League City in Galveston County, State of Texas; and

WHEREAS, on June 11, 2024, the City Council of League City, Texas approved Resolution 2024-101, to increase of the Capital Improvement Project budget funding for the Clear Creek Village Sound Wall Project (“Project”) which consists of the easement acquisition of two parcels and utility relocations (electrical, telephone and cable/TV) from \$20,000 to \$220,000 as part of the I-45 TxDOT Clear Creek Village Sound Wall Project; and

WHEREAS, the City Council of League City, Texas approved Resolution 2024-101 with a caveat that required the Association to maintain all portions of the sound wall and land surrounding the Clear Creek Village sound wall that is not on the TxDOT property and/or right of way; and

WHEREAS, the City agrees to fund easement acquisition for two parcels and the utility relocation for the Clear Creek Village sound wall as long as the Associations agrees to maintain the Sound Wall and all portions of land surrounding the Clear Creek Village sound wall that is not on the TxDOT property and/or right of way; and

WHEREAS, the Association has agreed to maintain all portions of land surrounding the Clear Creek Village sound wall that is not on the TxDOT property and/or right of way, and the Clear Creek Village sound wall itself.

NOW, THEREFORE, City and Association, in consideration of the promises and covenants hereby made, mutually agree as follows:

TERMS

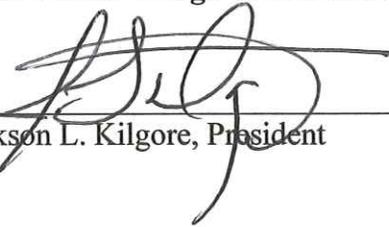
1. This Agreement shall begin on the date of execution and continue for as long as the sound wall is in existence. This Agreement may not be terminated, unless both City and Association agree to terminate through a separate written agreement
2. The Association shall be solely responsible, at its sole expense, for the maintenance and repair of all portions of the sound wall and the land surrounding the Clear Creek Village sound wall that is not on the TxDOT property and/or right of way. These responsibilities shall include but not be limited to wall repair, wall clearing, wall maintenance, mowing, landscaping, weed/pest control, aeration, debris clearing, erosion prevention, proper drainage, maintaining adequate grass coverage, maintaining aesthetic appearance by not allowing vegetation growth on the sound wall, structural upkeep of the sound wall, and maintaining in good condition the mow strip under the sound wall.
3. The maintenance, structural upkeep, repair, and/or supervision of all portions of the sound wall and the land surrounding Clear Creek Village sound wall that is not on the TxDOT property and/or right of way, shall be deemed to be within the exclusive purview and control of the Association.
4. The Association is an independent contractor and is not an employee, partner, joint venture, or agent of City. The Association understands and agrees that the City's sole obligation is to fund the easement acquisitions (2 parcels) and utility relocation (electrical, telephone and cable/TV) related to the Clear Creek Village sound wall. After completion of the Clear Creek Village sound wall, the City has no further obligations. Thus, the Association shall be responsible for all expenses necessary to carry out the maintenance and repair under this Agreement and shall not be reimbursed by the City for any such expenses.
5. The Association agrees and represents that the Association has the personnel, experience, funds, and/or knowledge necessary to carry out the particular duties to be performed under this Agreement. The Association warrants that all maintenance and repair performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
6. The Association agrees whenever the property, subject to this Agreement, is held, sold, conveyed or otherwise transferred during this Agreement, the property shall be subject to this Agreement which shall apply to, bind and be obligatory to all then current owner(s) of the property. This Agreement shall constitute a real covenant running with the land for the term of this Agreement and shall be binding on the owner(s), its administrators, executors, heirs, assigns, and any other successors in interest during this Agreement, including, without limitation, any successors in title to the property or any part thereof, whether or not they have actual notice of this

Agreement and whether or not the deed of transfer specifically states that the transfer is under and subject to this Agreement.

- 7. INDEMNIFICATION: ASSOCIATION SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF ASSOCIATION OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF THE ASSOCIATION IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**
8. This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement. The Association warrants and represents that the Association has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
9. If one or more of the provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain in full force and effect.
10. Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
11. Pursuant to Texas Government Code, by executing this Agreement the Association verifies that the Association (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

12. The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by the Association. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

Clear Creek Village Civic Association, Inc. - "Association"



Jackson L. Kilgore, President

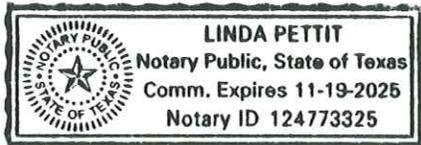
STATE OF TEXAS
COUNTY OF GALVESTON

This instrument was acknowledged before me on AUGUST 22, 2024 (~~DOES NOT KNOW~~) (date) by JACKSON KILGORE (name of officer), PRESIDENT (title of officer) of CLEAR CREEK VILLAGE ASSOCIATION, INC. (name of corporation acknowledging), a NON-PROFIT (state of incorporation) corporation, on behalf of said corporation.

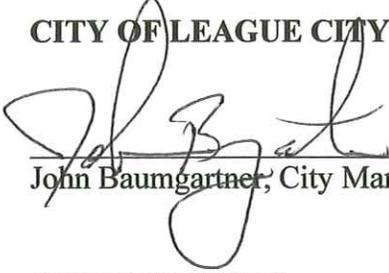


Notary Public's Signature

(Personalized Seal)



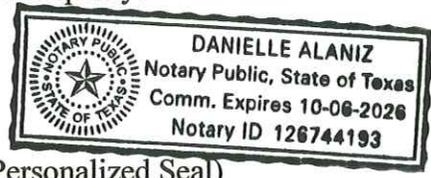
CITY OF LEAGUE CITY – “City”

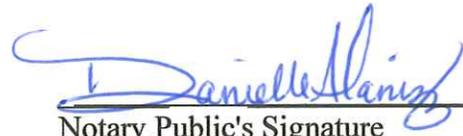


John Baumgartner, City Manager

STATE OF TEXAS
COUNTY OF Galveston

This instrument was acknowledged before me on August 22, 2024 (date) by John Baumgartner (name of officer), City Manager (title of officer) of The City of League City (name of corporation acknowledging), a Texas (state) municipality, on behalf of said municipality.

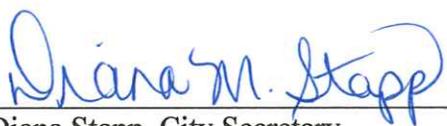




Notary Public's Signature

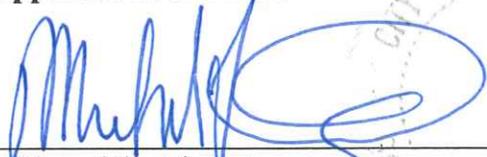
(Personalized Seal)
Executed on August 26, 2024 . (date to be filled in by City Secretary)

Attest:



Diana Stapp, City Secretary

Approved as to Form:



Office of the City Attorney

