



Meeting Date: September 19, 2024

Submitted By: Daniel Brooks
Title: Assistant Superintendent

Agenda Item: Consider and take possible action regarding the approval of a Private Road Construction and Maintenance Agreement with Wortham Oaks Homeowners Association.

CONSENT ITEM

RECOMMENDATION:

It is recommended that the board approve the Private Road Construction and Maintenance Agreement with Wortham Oaks Homeowners Association as presented.

IMPACT/RATIONALE:

By entering into this agreement with Wortham Oaks Home Owners Association, Judson ISD will be able to conduct:

- Water and sewer tie-ins to existing utilities within the Waldon Walk roadway.
- Construction of a Traffic Signal at the intersection of Wortham Oaks Blvd. and Waldon Walk.
- Installation and/or relocation of school zone flashers within Wortham Oaks Blvd. ROW and Waldon Walk.
- Construction of a driveway entrance within Waldon Walk ROW for accessibility to the new Middle School.
- Relocation of the subdivision entry gates further east on Waldon Walk, to include all existing associated fencing, landscape, and electrical improvements.

BOARD ACTION REQUESTED:

Approval/Disapproval



September 12, 2024

Homeowners Association
Wortham Oaks Subdivision
San Antonio, Texas 78261

Re: Cibolo Creek Middle School Improvements
JISD / HOA Letter of Agreement

Dear Sir,

We are pleased to inform you that Cibolo Creek Middle School, which is located adjacent to Wortham Oaks Elementary School, is currently under construction and is on schedule to be completed in the summer of 2025, to open in August of 2025. There are various street right-of-way (ROW) construction improvements that have been coordinated with the HOA and with SAWS & Bexar County which we would like to summarize. These are:

- Water and sewer tie-ins to existing utilities within the Waldon Walk roadway.
- Construction of a Traffic Signal at the intersection of Wortham Oaks Blvd. and Waldon Walk.
- Installation and/or relocation of school zone flashers within Wortham Oaks Blvd. ROW and Waldon Walk.
- Construction of a driveway entrance within Waldon Walk ROW for accessibility to the new Middle School.
- Relocation of the subdivision entry gates further east on Waldon Walk, to include all existing associated fencing, landscape and electrical improvements.

Judson ISD appreciates the opportunity to continue open communication and cooperation with the HOA with regards to ongoing construction, to the benefit of both parties. Please sign below to indicate agreement with these proposed improvements.

If you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely,

JISD Representative

HOA Representative

8012 Shin Oak Drive • Live Oak, Texas 78233-2457 • (210) 945-5100 • www.judsonisd.org

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.

PRIVATE ROAD CONSTRUCTION AND MAINTENANCE AGREEMENT

This Agreement is made this 11th day of September, 2024, between Judson Independent School District (hereinafter "District") and the Wortham Oaks Home Owners Association (hereinafter "HOA"), collectively referred to herein as the ("Parties").

RECITALS

WHEREAS, Waldon Walk is a private road ("Waldon Walk") situated within the boundary and control of the HOA, within Bexar County, State of Texas; and

WHEREAS, the Judson Independent School District owns an approximate 56-acre Property that is currently being developed into a Middle School (the "Middle School") adjacent to the boundaries of the HOA's property and Waldon Walk, within Bexar County, State of Texas; and

WHEREAS, Waldon Walk has an existing entry gate (the "Gate") that allows ingress and egress to the HOA property;

WHEREAS, in an effort to accommodate future increased traffic on Waldon Walk due to the development of the Middle School, the parties have acknowledged a need to make certain improvements to Waldon Walk;

WHEREAS, the parties desire to enter into an Agreement regarding the shared costs of maintenance and improvements to Waldon Walk; and

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- 1. Improvements.** In an effort to accommodate the increased traffic flow anticipated on Waldon Walk due to the development of the Middle School, the Parties have determined that certain improvements are required. These improvements include the relocation of the existing Gate on Waldon Walk as well as the installation of a traffic light at the intersection of Waldon Walk and Wortham Oaks Parkway (the "Improvements"). The Improvements are more accurately depicted in Exhibits "A" and "B".
- 2. Vehicle and Pedestrian Access Easement.** In exchange for the improvements to be made to Waldon Walk by the District, the HOA agrees to grant the District, its occupants, agents, employees, students, guests, services and emergency vehicles a perpetual, nonexclusive easement for ingress and egress across Waldon Walk. At no

time shall the HOA bar access to any person or vehicle seeking access to the Middle School.

3. **Road Condition Monitoring.** Both the District and HOA shall be responsible for monitoring the condition of the road surface.
4. **Road Maintenance.** Road maintenance and road improvements will be undertaken and made when necessary to maintain the road in good operating condition at all times and to insure the provision of safe access by emergency vehicles.
 - a. Both parties may initiate maintenance activities as needed to maintain the minimum road surface standards with at least ten (10) days written notice to the other party regarding anticipated cost, schedule and scope.
 - b. Before either party can accept the bids or authorize expenditures for future road improvements, cost estimates will be provided, and a written agreement by both parties is required.
 - c. If either party performs improvements, maintenance, repairs or replacements without the approval of the other party prior to performing such work, the party performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary as more particularly noted in Paragraph No. 6 below, prior approval is not necessary before making such improvements or undertaking such maintenance.
5. **Parking.** For the safety of all, no machinery, trailers, vehicles or other property may be stored or parked upon the Private Road except parking of vehicles for limited periods of time (not to exceed two (2) hours).
6. **Cost Sharing.** Road maintenance and road improvement costs shall be shared by the Parties based upon the the Traffic Impact Analysis attached hereto as Exhibit "C" and as follows: seventy five percent (75%) of the cost shall be born by the District and the twenty five percent (25%) of the cost shall be born by the HOA.
7. **Emergency Repairs.** If the HOA or the District is made aware of emergency safety conditions on Waldon Walk, both parties will make good faith attempts to communicate the need for the repair and coordinate any repair efforts. However, either party has the authority to make emergency repairs as needed without further agreement of the other party. In such cases, the either party will be notified after the repair of the cost and amount due, as well as the reasons for making the emergency repairs.
8. **Effective Term.** This Agreement shall be perpetual, and shall encumber and run with the land as long as the road remains private.
9. **Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

10. **Amendment.** This Agreement may only be amended by a written agreement executed by all parties to this Agreement.
11. **Assignment.** This Agreement may not be assigned without prior written consent of the other party except to an affiliate of a party under common control.
12. **Disputes and Enforcement.** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the initiation of litigation. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails. Mediation shall be limited to 60 calendar days.
13. **Notices.** Any notices required or permitted to be given under this Agreement must be in writing and will be deemed delivered as follows when delivered by one of the following methods: (a) when sent by electronic mail to the applicable email address below, provided that a delivery receipt will be confirmed and maintained by the sender and notice is also given by regular mail or another method set forth below, or (b) one business day after the day it is sent by a nationally recognized overnight courier, addressed to the Party in question at the address indicated below, or (c) three business days after the day it is sent by certified mail, postage prepaid, return receipt requested, to the address of the addressee as specified below.

For the Judson independent School District:
Attention: Superintendent
8012 Shin Oak Drive
Live Oak, Texas 78233
Phone: 210-945-5100

For the Wortham Oaks Homeowners Association:
Wortham Oaks Homeowners Association
Community Manager
17319 San Pedro Avenue, Suite 318
Hollywood Park, TX 78232
Phone: 210-494-0659

14. **Invalidity.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.
15. **Other Agreements.** This Private Road Maintenance Agreement replaces any previous Agreements regarding the described Private Road.
16. **Disclaimer by Town.** It is understood and agreed that the District, the District's School Board, and the agents of the District shall not be liable or responsible in any manner to the HOA or the property owners along the road, or to their contractors, subcontractors, agents, or any other person, firm or corporation, for any debt, claim, demand, damages, action or causes of action of any kind or character arising out of or by reason of the activities or improvements being required herein.

17. **Recording This Document.** Original and amended copies of this document shall be recorded by the District and provided to the HOA.
18. **No Funds Encumbered.** There are no funds encumbered by the District for this agreement.
19. **Applicable Law.** The construction and validity of this Agreement will be governed by the laws of the State of Texas and venue for any action will be in Bexar County, Texas.
20. **Further Assurances.** The Parties agree to cooperate in good faith to take such actions and execute and deliver any other additional documents and instruments as, in their mutual and reasonable opinions, are reasonably necessary in order to carry out the intent and purpose of this Agreement and the completion of the Project Facilities. If any consents or approvals by a party hereto are reasonably requested and, the party whose consent or approval is sought will not unreasonably withhold, condition or delay its consent or approval.
21. **No Partnership.** The Parties are not partners or joint venturers. In no event will any of the Parties be liable or responsible for any contractual, tortious or other liability, obligation nor debt of the other Party to this Agreement.
22. **Waiver of Immunity.** Nothing in this Agreement shall be deemed to relinquish, waive, modify or amend any immunity or legal defense available at law or in equity.

This Road Maintenance Agreement entered into as of the day and year first written above.

JUDSON INDEPENDENT SCHOOL DISTRICT <hr/> Dr. Milton Fields, III, Superintendent	WORTHAM OAKS HOMEOWNERS ASSOCIATION <hr/> Gordon R Luedke, HOA President
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