

**INTERLOCAL AGREEMENT FOR BOUNDARY ADJUSTMENT**  
**BETWEEN LEAGUE CITY AND FRIENDSWOOD**

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This Interlocal Agreement (the “Agreement”) is entered on the date indicated below between the City of League City, Texas (the “League City”) and the City of Friendswood (“Friendswood”), collectively known together as the “Parties”.

**RECITALS**

**WHEREAS**, the Parties intend this Agreement to follow Chapter 791 of the Government Code, cited as the Interlocal Cooperation Act; and

**WHEREAS**, the Parties are neighboring municipalities that currently share common boundaries; and

**WHEREAS**, the Avalon Development currently straddles the corporate limits of the Parties, with 59.521 acres being in the corporate limits of Friendswood and 26.921 acres being in the corporate limits of League City; and

**WHEREAS**, the 26.921 acres tract of land from the Avalon Development (the “Property”) in League City which is subject to this Boundary Adjustment Agreement and fully described in **Exhibit “A”** attached hereto and incorporated herein for all purposes, is less than 1,000 feet in width; and

**WHEREAS**, Texas Local Government Code Section 43.015 authorizes adjacent municipalities to make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

**WHEREAS**, the Parties have determined that it is not feasible for the League City to provide services to the Property given its unique geographical layout; and

**WHEREAS**, pursuant to Texas, Local Government Code Section 43.015, Friendswood and League City desire to adjust their corporate boundaries lines, whereby League City will release 26.921 acres of land from the Avalon Development, (the “Property”), from its corporate limits to be relinquished to and become a part of the corporate limits of Friendswood and Friendswood will accept this land from League City to become part of the corporate limits of Friendswood;

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to the following terms:

**TERMS**

1. Incorporation of Recitals. The recitals set forth above are true and correct and are hereby incorporated into this Agreement.
2. Term of Agreement. The effective date of this Agreement shall be on the date of execution by all Parties and shall continue until March 1, 2041.

3. Adoption by Ordinance. It is hereby agreed that the respective governing bodies of Friendswood and League City shall adopt by Ordinance this Agreement and its Exhibits on or before May 15, 2021, making mutually agreeable changes in their corporate boundaries, in which League City shall release 26.921 acres of land from the Avalon Development, (the “Property”), from its corporate limits to be relinquished to and become a part of the corporate limits of Friendswood and Friendswood will accept this land from League City to become part of the corporate limits of Friendswood who will provide the required municipal services.
4. Changes in Boundaries. Pursuant to Texas Local Government Code Sections 43.003 and 43.015, Friendswood and League City hereby agree that the boundaries between the cities will be adjusted as depicted in Exhibit “B”, which is attached hereto and incorporated herein for all purposes. The Parties agree to protect, preserve and defend the mutually agreeable changes in their boundaries as depicted above.
5. Official Map. The respective governing bodies of Friendswood and League City shall take appropriate action to effectuate the terms of this Boundary Agreement through the adoption of an official map (“Official Map”) showing their respective boundaries as required by Texas Local Government Code Section 41.001.
6. Notice of Official Boundary Change. The Parties shall send to the clerk of each county in which the municipality is located a certified copy of this Agreement and Exhibits with the Ordinance adopting and authorizing the execution of this Agreement, and Parties shall file these documents in the deed records of Galveston and Harris Counties within thirty (30) days of adoption
7. Payment by Friendswood. The Parties agree that Friendswood shall pay to League City on or before March 1 of each year, an annual amount equal to fifty percent (50%) of the property taxes generated from the Property, with the first payment being due on or before March 1, 2022, and the final payment being due on or March 1, 2041.
8. Assignment. No assignment of this Agreement, in whole or in part, for any purpose shall be made by either party without the written consent of the other party. Subject to this limitation, this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties.
9. Interpretation of Agreement. This Agreement or any portion thereof shall not be interpreted by a court of law to the detriment of a party based solely upon that party’s authorship of the Agreement or any portion thereof.
10. Severability. If for any reason, any one or more paragraphs of this Agreement are held legally invalid, such judgment shall not prejudice, affect, impair or invalidate the remaining paragraphs of this Agreement as a whole.
11. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, between the parties thereto with respect to the subject thereof.
12. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas and the venue for any cause of action shall be brought in Galveston County, Texas.

13. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to one and the same instrument.
14. No Joint Venture. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture, or trust.
15. No Waivers. The waiver by any party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.
16. Current Revenues Available. All parties agree that any payments that are made under this Agreement for government functions or services will be made from current revenues available to the paying party.
17. No Third-Party Beneficiary. Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties that this Agreement shall not be construed as a third-party beneficiary contract.
18. Force Majeure. If by reason of Force Majeure, the City shall be unable in whole or in part to carry out its obligations under this Agreement in accordance with the terms and conditions of this Agreement, it shall not be considered a breach by this Agreement. The term "Force Majeure" as used in this Agreement shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of public enemy, orders of any kind of the federal or state government, or any civil or military authority, insurrection, riots, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, the partial or entire failure of the City, or any other causes not reasonably within the control of the City.
19. Immunity. It is expressly understood and agreed that, in the execution of this Agreement, the Parties do not waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
20. Authority to Bind.
  - a. Each Party represents and warrants for itself that this Agreement, in accordance with the requirements of the Interlocal Cooperation Act and that it has been authorized by its' respective governing body.
  - b. Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**THE CITY OF LEAGUE CITY**

\_\_\_\_\_  
John Baumgartner, ICMA-CM, P.E. City Manager

Attest:

\_\_\_\_\_  
Diana Stapp, City Secretary

Approved as to Form:

\_\_\_\_\_  
Nghiem V. Doan, City Attorney

**THE CITY OF FRIENDSWOOD**

\_\_\_\_\_  
Morad Kabiri, City Manager

Attest:

\_\_\_\_\_  
Leticia Brysch, City Secretary

Approved as to Form:

\_\_\_\_\_  
Mary Kay Fischer, City Attorney

# **Exhibit A**

Description of Property



"Exhibit A"  
Description of Property -  
Tract 2 Only

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	90°11'52"	39.36'	N 04°42'28" W	35.42'
C2	25.00'	89°54'23"	39.23'	S 85°54'55" W	35.33'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 48°08'53" W	194.41'
L2	S 48°14'56" E	60.26'
L3	N 49°08'24" W	59.96'
L4	S 03°06'17" E	88.75'
L5	S 03°06'17" E	188.46'
L6	N 56°50'16" E	18.49'
L7	N 03°06'17" W	112.75'

0' 200' 400' 600'  
SCALE: 1"=200'

LEGEND

- OPEN CABLE TELEVISION PEDESTAL
- FH FIRE HYDRANT
- MH MANHOLE
- PLM PIPELINE MARKER
- PP POWER POLE
- UT UNDERGROUND TELEPHONE CABLE MARKER
- UV UTILITY VAULT
- WV WATER VALVE
- AC ACRES
- EOW EDGE OF WATER
- ESMT EASEMENT
- FND FOUND
- G.C.C.F. GALVESTON COUNTY CLERK'S FILE
- G.C.D.R. GALVESTON COUNTY DEED RECORDS
- G.C.M.R. GALVESTON COUNTY MAP RECORDS
- I.P. IRON PIPE
- I.R. IRON ROD
- PG. PAGE
- PLAT REC. PLAT RECORD
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- SQ. FT. SQUARE FEET
- VOL. VOLUME
- W/ WITH
- BARBED WIRE FENCE
- WOODEN FENCE
- WROUGHT IRON FENCE, UNLESS OTHERWISE NOTED

DAVID FAHEY SUBDIVISION  
OF THE  
MARY FABREAU SURVEY  
(VOL. 118, PG. 415, G.C.D.R.)

TRACT A  
(CALLED 194.21 AC.)  
ESTATE OF GEORGE A. BOFYSIL, JR.  
TO  
YELLOWSTONE HILL COUNTRY RANCHING, LLC  
(G.C.C.F. #2010059686)

P.O.B. - TR. 1  
FND. 5/8" I.R.

P.O.B. - TR. 2  
SET 5/8" I.R. W/ CAP,  
STAMPED "GEOSURV"

TRACT 1  
59,521 Acres  
(2,592,729 Sq. Ft.)

TRACT 2  
26,921 Acres  
(1,172,660 Sq. Ft.)

I.&G.N.R.R. COMPANY SURVEY  
NUMBER 5, ABSTRACT NO. 622

Subject Property

GEORGE A. BOFYSIL ESTATE  
I.&G.N.R.R. SURVEY, SECTION 5,  
ABSTRACT NUMBER 622

**Dale L. Hardy**  
**GeoSurv**  
Registered Professional  
Land Surveyors

P.O. Box 246, League City, Texas 77574  
281-554-7739 409-765-6030 Fax: 281-554-6928  
Firm No.: 10040100

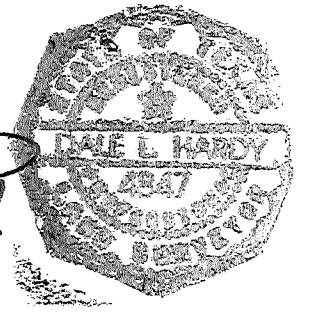
To Taylor Morrison of Texas, Inc; Yellowstone Hill Country Ranching, LLC; and First American Title Guaranty Company.

This is to attest that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 8, 13, and 14 of Table A thereof. The fieldwork was completed on September 12, 2018.

Date of Plat or Map: October 30, 2019

GeoSurv, LLC

Dale L. Hardy  
Registered Professional  
Land Surveyor 4847



NOTES:

- 1.) A separate exhibit containing the metes and bounds descriptions of the herein surveyed tracts is attached hereto and made a part hereof for all purposes.
- 2.) This property lies in Zone X, defined by FEMA as areas of minimal flood hazard, as scaled from Flood Insurance Rate Map (FIRM) Number 48167020202, effective date August 15, 2019.
- 3.) This survey has been prepared based on Title Commitment provided by First American Title Guaranty Company, G.F. #TMH-TX-1978187LA, issued October 10, 2019.
- 4.) Bearings shown hereon are based on Texas State Plane Coordinates, South Central Zone.
- 5.) At the time of this survey, the herein surveyed tracts have no access to dedicated public right-of-way.
- 6.) Tracts 1 lies within the incorporated limits of the City of Friendswood. Tract 2 lies within the incorporated limits of the City of League City.



## TRACT 1

All of that certain 59.521 acres (2,592,729 square feet) tract or parcel of land situated in the **MARY FABREAU SURVEY, Abstract Number 69**, Galveston County, Texas, said 59.521 acres tract being out of and a part of a called 194.21 acres tract, called Tract "A", described in that certain Special Warranty Deed from the Estate of George A. Bofysil, Jr. to Yellowstone Hill Country Ranching, LLC recorded in Clerk's File Number 2010059686 of the Official Public Records of Galveston County, Texas, said 59.521 acres tract being more particularly described by metes and bounds as follows, with all bearings based on the Texas State Plane Coordinate System, South Central Zone:

**COMMENCING** at an iron rod with cap stamped "Wilson" found for the most Northerly corner of that same tract, called 97.00 acres, described in that certain Special Warranty Deed from Janet Cleaves Acord, Trustee, to Cypress Creek Holdings, Ltd. recorded in Clerk's File Number 2011019071 of the Official Public Records of Galveston County, Texas, said point being the most Easterly corner of Reserve "B" of EAGLE LAKES, SECTION 5, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 554-555, and being at the Southwest line of FALCON RIDGE, SECTION THREE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 282, both recorded in the Office of the County Clerk of Galveston County, Texas, and being at the Northeasterly line of said **MARY FABREAU SURVEY**, the same being the Southwesterly line of the SARAH McKISSICK SURVEY, Abstract Number 151, Galveston County, Texas;

**THENCE**, S 41°53'32" W, along the Northwesterly line of said 97.00 acres tract and the Southeasterly line of said EAGLE LAKES SECTION 5; of EAGLE LAKES SECTION 6, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Volume 18, Page 770; and of DOMINION AT FRIENDSWOOD LAKES, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2011A, Map Number 53-54, both in the Office of the County Clerk of Galveston County, Texas, a distance of 2991.68 feet to a 5/8 inch iron rod found for the **POINT OF BEGINNING** and most Northerly corner of the herein described tract, said point being a reentrant corner of said 194.21 acres tract and the most Westerly corner of said 97.00 acres tract;

**THENCE**, S 48°07'44" E, a distance of 2122.93 feet to a 5/8 inch iron rod found for the most Easterly corner of both the herein described tract and of said 194.21 acres tract, said point also being the most Southerly corner of said 97.00 acres tract, being at the Southeasterly line of said **MARY FABREAU SURVEY**, being at Northwesterly line of both the I.&G.N.R.R. COMPANY SURVEY NUMBER 4, Abstract Number 608, Galveston County, Texas, and of a called 941.89 acres tract described in that certain Correction Deed from Neva Watkins West to Wesley West Cattle Company recorded in Clerk's File Number 9222784 of the Official Public Records of Real Property of Galveston County, Texas;

**THENCE**, S 41°51'19" W, a distance of 1220.64 feet to an 1/2-inch iron rod found for the most Southerly corner of the herein described tract, of said 194.21 acres tract, and of said **MARY FABREAU SURVEY**, said point also being a reentrant corner of both said I.&G.N.R.R. COMPANY SURVEY NUMBER 4 and of said 941.89 acres tract;

**THENCE**, N 48°08'53" W, along the Southwesterly line of both said 194.21 acres tract and of said **MARY FABREAU SURVEY**, a distance of 194.41 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set for angle point to the right, said point also being the Northeast corner of a called 26.92 acres tract, called Tract "B", described in the aforementioned Yellowstone Hill Country Ranching, LLC Special Warranty Deed, and being a North corner of both said I.&G.N.R.R. COMPANY SURVEY NUMBER 4 and of said 941.89 acres tract;

**THENCE**, N 48°08'48" W, along the Southwesterly line of said 194.21 acres tract, a distance of 1389.92 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set for angle point to the left, said point also being the Northwest corner of said 26.92 acres tract and being the Northeast corner of THE LAKES AT SAN



JOAQUIN SECTION ONE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1302 in the Office of the County Clerk of Galveston County, Texas; **THENCE**, N 48°13'48" W, along the Southwesterly line of said 194.21 acres tract and the Northeasterly line of said THE LAKES AT SAN JOAQUIN SECTION ONE, a distance of 539.38 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the most Westerly corner of the herein described tract; **THENCE**, N 41°53'32" E, a distance of 1222.09 feet to the **POINT OF BEGINNING** and containing within said boundaries a calculated area of 59.521 acres (2,592,729 square feet) of land.

## **TRACT 2**

All of that certain 26.921 acres, (1,172,660 square feet) tract or parcel of land situated in the **I.&G.N.R.R. COMPANY SURVEY NUMBER 5, Abstract Number 622**, Galveston County, Texas, said 26.921 acres tract being all of that same certain tract, called 26.92 acres tract, called Tract "B", described in that certain Special Warranty Deed from the Estate of George A. Bofysil, Jr. to Yellowstone Hill Country Ranching, LLC recorded in Clerk's File Number 2010059686 of the Official Public Records of Galveston County, Texas, said 26.921 acres tract being more particularly described by metes and bounds as follows, with all bearings based on the Texas State Plane Coordinate System, South Central Zone:

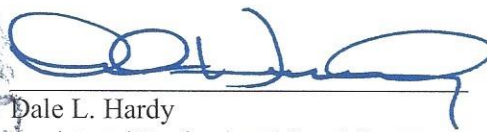
**COMMENCING** at an iron rod with cap stamped "Wilson" found for the most Northerly corner of that same tract, called 97.00 acres, described in that certain Special Warranty Deed from Janet Cleaves Acord, Trustee, to Cypress Creek Holdings, Ltd. recorded in Clerk's File Number 2011019071 of the Official Public Records of Galveston County, Texas, said point being the most Easterly corner of Reserve "B" of EAGLE LAKES, SECTION 5, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 554-555, and being at the Southwest line of FALCON RIDGE, SECTION THREE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 282, both recorded in the Office of the County Clerk of Galveston County, Texas, and being at the Northeasterly line of said **MARY FABREAU SURVEY**, the same being the Southwesterly line of the SARAH McKISSICK SURVEY, Abstract Number 151, Galveston County, Texas;

**THENCE**, S 41°53'32" W, along the Northwesterly line of said 97.00 acres tract and the Southeasterly line of said EAGLE LAKES SECTION 5; of EAGLE LAKES SECTION 6, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Volume 18, Page 770; and of DOMINION AT FRIENDSWOOD LAKES, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2011A, Map Number 53-54, both in the Office of the County Clerk of Galveston County, Texas, at 2991.68 feet passing a 5/8 inch iron rod found for the most Westerly corner of said 97.00 acres tract and for a reentrant corner of a called 194.21 acres tract, called Tract "A", described in the aforementioned Yellowstone Hill Country Ranching, LLC Special Warranty Deed, and continuing for a total distance of 4213.77 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking a corner, said point being at the Southwesterly line of said 194.21 acres tract; **THENCE**, S 48°13'48" E, along the Southwesterly line of said 194.21 acres tract and the Northeasterly line of THE LAKES AT SAN JOAQUIN SECTION ONE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1302 in the Office of the County Clerk of Galveston County, Texas, a distance of 539.38 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the **POINT OF BEGINNING**, said point also being the most Northerly corner of said 26.92 acres tract and being the Northeast corner of said THE LAKES AT SAN JOAQUIN SECTION ONE; **THENCE**, S 48°08'48" E, along the Southwesterly line of said 194.21 acres tract, a distance of 1389.92 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the Northeast corner of said 26.92 acres tract, said point also being a Northeast corner of said the **I.&G.N.R.R. COMPANY SURVEY NUMBER 5** and being a North corner of both the I.&G.N.R.R. COMPANY SURVEY NUMBER 4,



Abstract Number 608, Galveston County, Texas, and of a called 941.89 acres tract described in that certain Correction Deed from Neva Watkins West to Wesley West Cattle Company recorded in Clerk's File Number 9222784 of the Official Public Records of Real Property of Galveston County, Texas; **THENCE**, S 02°24'41" E, along the East line of said **I.&G.N.R.R. COMPANY SURVEY NUMBER 5** and a West line of both said **I.&G.N.R.R. COMPANY SURVEY NUMBER 4** and of said 941.89 acres tract, a distance of 740.89 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the Southeast corner of said 26.92 acres tract;  
**THENCE**, S 86°15'05" W, a distance of 927.38 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the Southwest corner of said 26.92 acres tract, said point also being at the Southeast corner of the **FINAL AMENDED PLAT OF THE LAKE AT SAN JOAQUIN SECTION 2**, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Plat Record 2009A, Map Numbers 66-67 in the Office of the County Clerk of Galveston County, Texas, and from which point a found iron rod with cap stamped "RPLS #5007" bears N 47°28' E, 0.48 feet;  
**THENCE**, N 04°39'59" W, along the West line of said 26.92 acres tract and the East line of said **FINAL AMENDED PLAT OF THE LAKE AT SAN JOAQUIN SECTION 2** and of said **THE LAKES AT SAN JOAQUIN SECTION ONE**, a distance of 1734.00 feet to the **POINT OF BEGINNING** and containing within said boundaries a calculated area of 26.921 acres, (1,172,660 square feet) of land.



  
Dale L. Hardy  
Registered Professional Land Surveyor  
Texas Registration Number 4847

PREPARED  
OCTOBER 30, 2019  
BY

**DALE L. HARDY / GEOSURV, LLC**  
**REGISTERED PROFESSIONAL LAND SURVEYORS**  
**P.O. BOX 246, LEAGUE CITY, TEXAS 77574**

**PH 281-554-7739 FAX 281-554-6928 E-MAIL: [dhardy@geosurvllc.com](mailto:dhardy@geosurvllc.com)**  
**FIRM NO. 10040100**

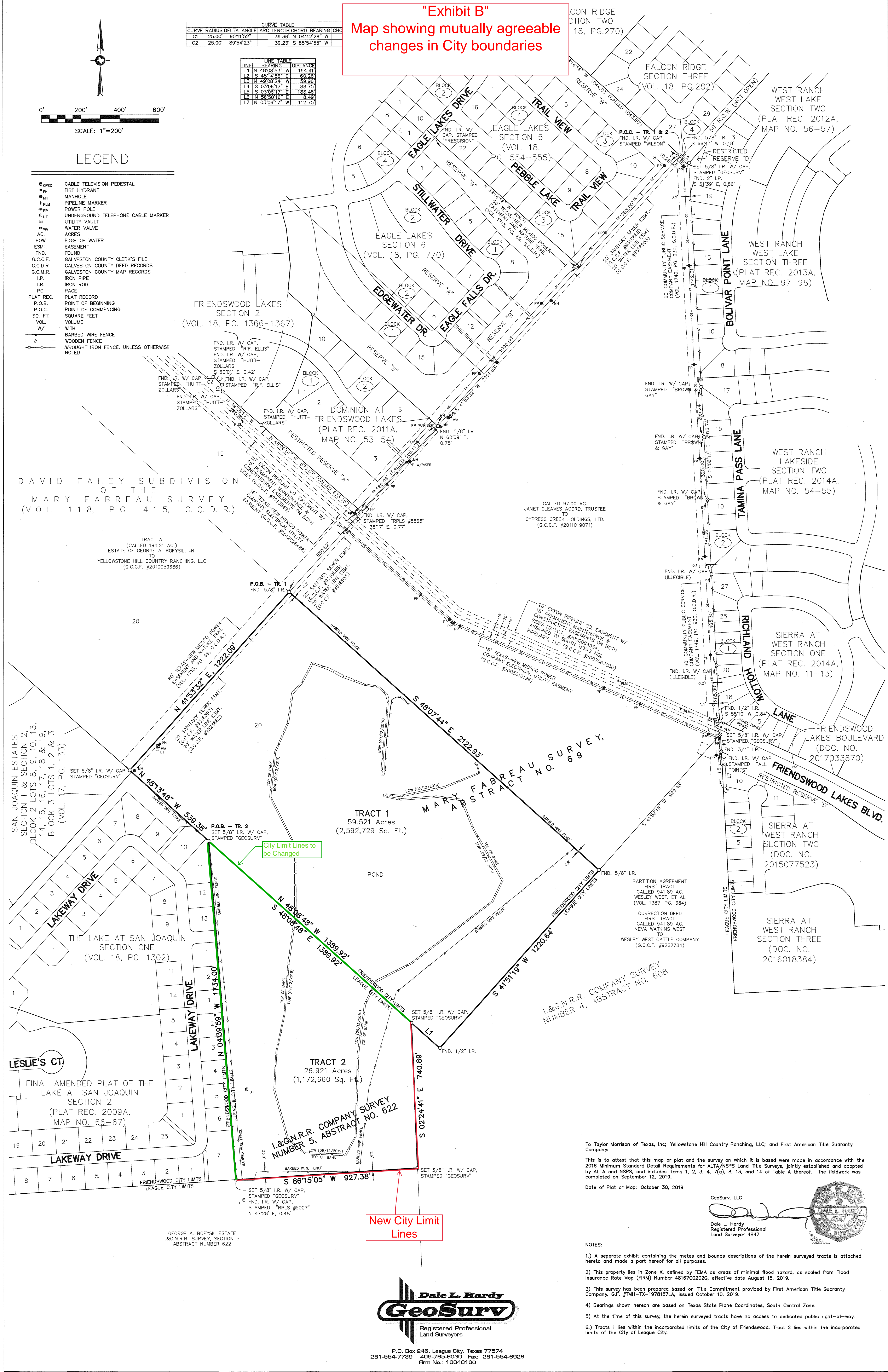
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## **Exhibit B**

Map showing mutually agreeable changes in Citys' boundaries



"Exhibit B"  
Map showing mutually agreeable  
changes in City boundaries



New City Limit Lines



P.O. Box 246, League City, Texas 77574  
281-554-7739 409-765-6030 Fax: 281-554-6928  
Firm No.: 10040100

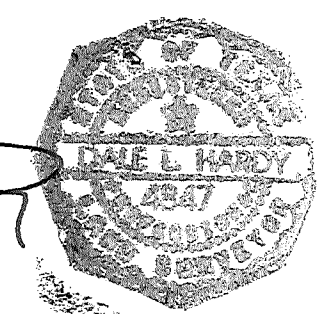
To Taylor Morrison of Texas, Inc; Yellowstone Hill Country Ranching, LLC; and First American Title Guaranty Company.

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Date of Plat or Map: October 30, 2019

GeoSurv, LLC

Dale L. Hardy  
Registered Professional  
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DAVID FAHEY SUBDIVISION OF THE MARY FABREAU SURVEY (VOL. 118, PG. 415, G.C.D.R.)