

**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 City of Friendswood, Texas owns a 0.0576 parcel of land that is less than 1,000 in width, upon which a portion of Friendswood Lakes Boulevard will be constructed; and

**WHEREAS**, pursuant to Texas Local Government Code Section 43.015, adjacent municipalities may make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; 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 0.0576 acres of land, (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. 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 0.0576 acres of land, (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.
3. 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.
4. 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.
5. 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
6. 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.
7. 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.
8. 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.
9. 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.

10. 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.
11. 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.
12. No Joint Venture. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture, or trust.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.

19. Effective Date. This Agreement shall be in full force and effect from and after its approval by each City's City Council.

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**

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Morad Kabiri, City Manager

Attest:

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Leticia Brysch, City Secretary

Approved as to Form:

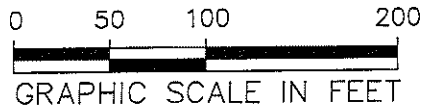
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Mary Kay Fischer, City Attorney

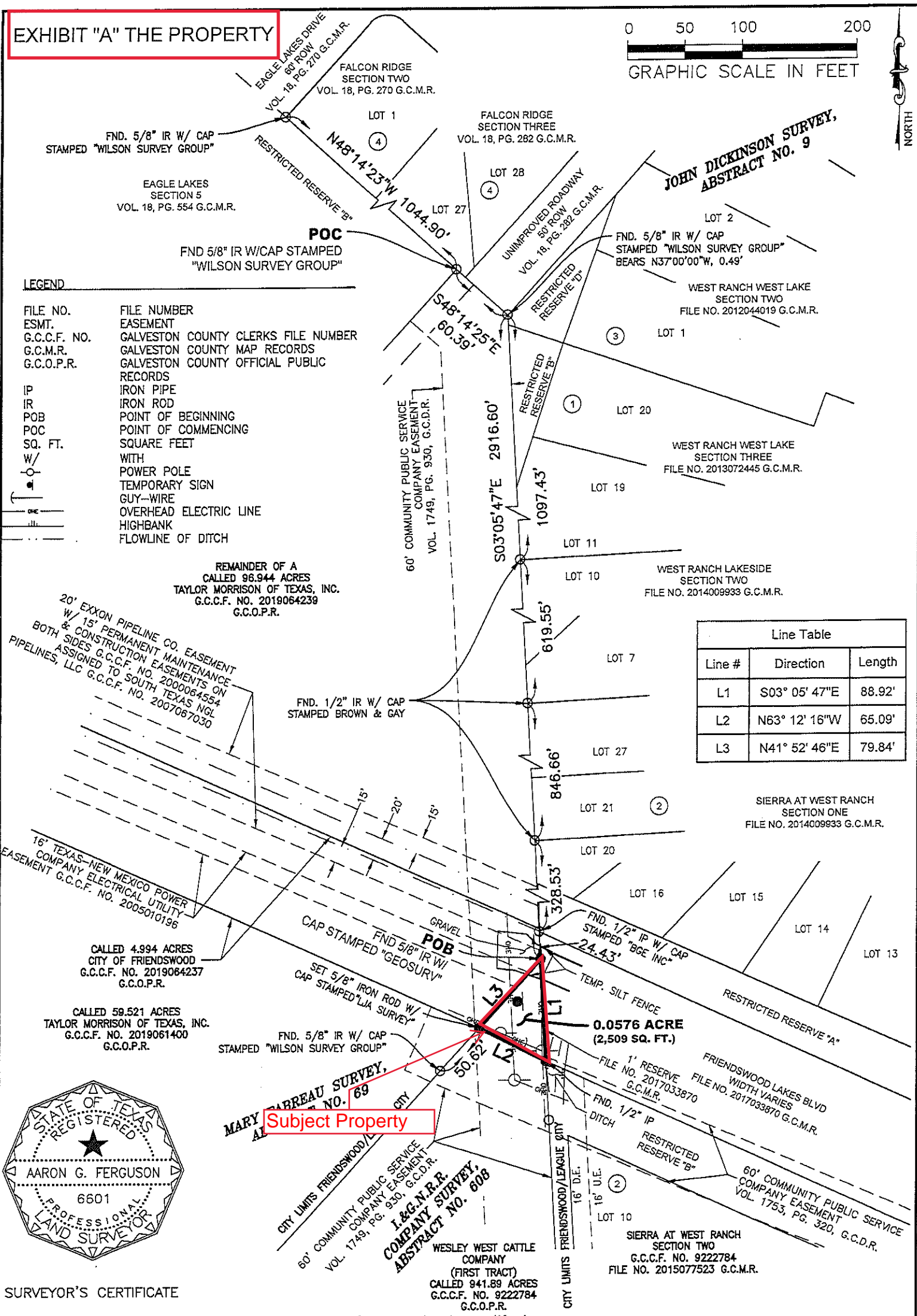
**Exhibit A**

Description of Property

EXHIBIT "A" THE PROPERTY



- LEGEND**
- |              |  |
|--------------|--|
| FILE NO.     | FILE NUMBER                              |
| ESMT.        | EASEMENT                                 |
| G.C.C.F. NO. | GALVESTON COUNTY CLERKS FILE NUMBER      |
| G.C.M.R.     | GALVESTON COUNTY MAP RECORDS             |
| G.C.O.P.R.   | GALVESTON COUNTY OFFICIAL PUBLIC RECORDS |
| IP           | IRON PIPE                                |
| IR           | IRON ROD                                 |
| POB          | POINT OF BEGINNING                       |
| POC          | POINT OF COMMENCING                      |
| SQ. FT.      | SQUARE FEET                              |
| W/           | WITH                                     |
| ○            | POWER POLE                               |
| —            | TEMPORARY SIGN                           |
| —            | GUY-WIRE                                 |
| —            | OVERHEAD ELECTRIC LINE                   |
| —            | HIGHBANK                                 |
| —            | FLOWLINE OF DITCH                        |



Line Table		
Line #	Direction	Length
L1	S03° 05' 47"E	88.92'
L2	N63° 12' 16"W	65.09'
L3	N41° 52' 46"E	79.84'



**SURVEYOR'S CERTIFICATE**

I, Aaron G. Ferguson, Registered Professional Land Surveyor, hereby certify to Chicago Title Insurance Company, City of Friendswood, Texas and Betty Ann West Stedman, Stuart West Stedman and W. Hodges as trustees of the Wesley West Descendants Trust and Wesley West Cattle, L.P., a Texas, limited partnership (fka Wesley West Land and Cattle Company L.P., successor by merger with Wesley West Cattle Company, a Texas Corporation) that this survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Condition 2, TSPS Land Title Survey.

*Aaron G. Ferguson* 9/18/2020

**0.0576 ACRE (2,509 SQ. FT.)**  
**LAND TITLE SURVEY**  
**IN THE**  
**I. & G. N. RR. CO. SURVEY**  
**ABSTRACT NO. 608**  
**GALVESTON COUNTY, TEXAS**  
SEPTEMBER 2020      JOB NO. 0074-0410B

**LJA Surveying, Inc.**  
3600 W Sam Houston Parkway S      Phone 713.953.5200  
Suite 175      Fax 713.953.5026  
Houston, Texas 77042      T.B.P.E.L.S. Firm No. 10194382

NOTES:

- 1) ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, NA2011 (EPOCH 2010.00).
- 2) THIS SURVEY IS ISSUED IN CONJUNCTION WITH THE METES AND BOUNDS DESCRIPTION BY LJA SURVEYING, INC. OF THE SAME CERTIFICATION DATE SHOWN HEREON, HEREBY REFERENCED AS PART 2 OF 2. THIS SURVEY IS PART 1 OF 2.
- 3) THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CHICAGO TITLE INSURANCE COMPANY, GF NO. CTH-FRW-CTT20727747SCM, HAVING AN EFFECTIVE DATE OF JULY 28, 2020, AND AN ISSUED DATE AUGUST 5, 2020. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.

THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION)

- c. PIPELINE EASEMENT 20 FEET WIDE GRANTED TO EXXON PIPELINE COMPANY BY INSTRUMENT RECORDED IN VOLUME 1283, PAGE 429 OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS, AS AMENDED BY INSTRUMENT RECORDED IN VOLUME 3275, PAGE 501 (8022262) OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS.  
(DOES NOT AFFECT SUBJECT TRACT)
- d. COMMUNITY PUBLIC SERVICE COMPANY EASEMENT AS SET FORTH IN INSTRUMENTS RECORDED IN VOLUME 1753, PAGE 312 AND VOLUME 1749, PAGE 930, DEED RECORDS, GALVESTON COUNTY, TEXAS.  
(DOES AFFECT SUBJECT TRACT AND IS SHOWN HEREON)
- e. PIPELINE EASEMENT GRANTED TO DENBURY GREEN PIPELINE-TEXAS, LLC BY INSTRUMENT RECORDED UNDER GALVESTON COUNTY CLERK'S FILE NO. 2010017200  
(DOES NOT AFFECT SUBJECT TRACT)
- f. PIPELINE EASEMENT GRANTED TO HSC PIPELINE PARTNERSHIP, LLC BY INSTRUMENT RECORDED UNDER GALVESTON COUNTY CLERK'S FILE NO. 2012026793.  
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(DOES NOT AFFECT SUBJECT TRACT)
- j. INTEREST IN AND TO OIL, GAS AND OTHER MINERALS AND/OR ROYALTIES, BONUSES, RENTALS AND ALL OTHER RIGHTS RELATING THERETO AS SET FORTH IN THE DOCUMENT

RECORDING NO.: UNDER GALVESTON COUNTY CLERK'S FILE NO(S). 880574 AND 9600157

SAID MINERAL INTEREST NOT TRACED SUBSEQUENT TO THE DATE OF THE ABOVE-CITED INSTRUMENT.  
(NOT A SURVEY ITEM)

- k. INTEREST IN AND TO OIL, GAS AND OTHER MINERALS AND/OR ROYALTIES, BONUSES, RENTALS AND ALL OTHER RIGHTS RELATING THERETO AS SET FORTH IN THE DOCUMENT

RECORDING NO.: UNDER GALVESTON COUNTY CLERK'S FILE NO(S). 9222784

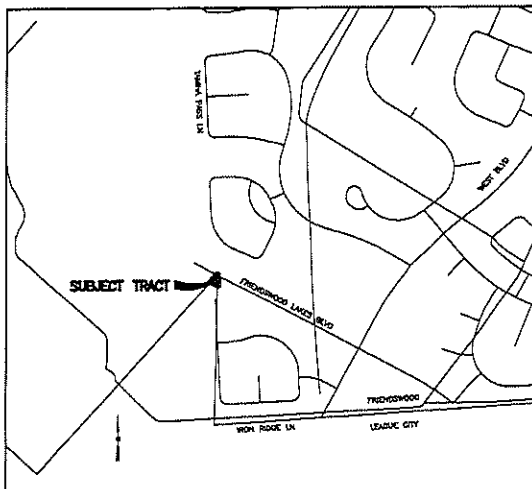
SAID MINERAL INTEREST NOT TRACED SUBSEQUENT TO THE DATE OF THE ABOVE-CITED INSTRUMENT.  
(NOT A SURVEY ITEM)

- 4) BY GRAPHICAL PLOTTING AND AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NO. 48167C0202G, WITH A REVISED DATE OF AUGUST 15, 2019, THE SUBJECT TRACTS LIES WITHIN THE FOLLOWING:

ZONE "X" (UNSHADED ON THE FIRM MAP), ZONE "X" (UNSHADED) IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN"

LJA DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS. LINES SHOWN HEREON ARE APPROXIMATE AND ARE BASED ON AVAILABLE PUBLIC DATA.

- 5) MINERAL INTERESTS WERE NOT INVESTIGATED AS A PART OF THIS SURVEY.
- 6) THIS SURVEY DOES NOT DETERMINE THE LOCATION OF WETLANDS, FAULT LINES, OR OTHER ENVIRONMENTAL ISSUES SHOULD THEY EXIST.
- 7) THE SUBJECT TRACT HAS ACCESS TO FRIENDSWOOD LAKES BLVD.
- 8) THERE IS NO VISIBLE EVIDENCE OF BURIAL GROUNDS OR MAJOR EARTH WORK AT THE TIME OF THE SURVEY. EXCEPT AS NOTED.
- 9) THE SURVEYOR HAS NOT BEEN PROVIDED WITH CONSTRUCTION PLANS SHOWING THE LOCATION OF UNDERGROUND UTILITIES. UNDERGROUND UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.



VICINITY MAP  
N.T.S.

**0.0576 ACRE (2,509 SQ. FT.)**  
**LAND TITLE SURVEY**  
**IN THE**  
**I. & G. N. RR. CO. SURVEY**  
**ABSTRACT NO. 608**  
**GALVESTON COUNTY, TEXAS**

SEPTEMBER 2020

JOB NO. 0074-0410B

**LJA Surveying, Inc.**

3600 W Sam Houston Parkway S  
Suite 175  
Houston, Texas 77042

Phone 713.953.5200  
Fax 713.953.5026

T.B.P.E.L.S. Firm No. 10194382



September 18, 2020  
Job No. 0074-0402

DESCRIPTION OF  
0.0576 ACRE (2,509 SQUARE FEET)

Being 0.0576 acre (2,509 square feet) of land located in the I. & G. N. RR. Co. Survey, Abstract Number 608, Galveston County, Texas, out of the called 941.89 acre tract described in the deed to Wesley West Cattle Company (First Tract) by an instrument of record in File Number 9222784 of the Official Public Records of said Galveston County, Texas (G.C.O.P.R.), said 0.0576 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83 {NA2011} EPOCH 2010.00);

COMMENCING for reference at a 5/8-inch iron rod with cap stamped "WILSON SURVEY GROUP" found for the northwest corner of the remainder of a called 96.944 acre tract described in the deed to Taylor Morrison of Texas, Inc. by instrument of record in File Number 2019064239, G.C.O.P.R., the northeast corner of Eagle Lakes, Section 5, a subdivision of record in Volume 18, Page 554 of the Map Records of said Galveston County, Texas (G.C.M.R.), and in the south line of Falcon Ridge, Section Three, a subdivision of record in Volume 18, Page 282, G.C.M.R., from which a 5/8-inch iron rod found in the common line of said Eagle Lakes, Section 5 and Falcon Ridge, Section Two, a subdivision of record in Volume 18, Page 270, G.C.M.R. bears, North 48° 14' 23" West, 1,044.90 feet;

Thence, South 48° 14' 25" East along the north line of said 96.944 acre tract and the south line of said Falcon Ridge, Section Three, 60.39 feet to the southeast corner of said Falcon Ridge, Section Three, the northeast corner of said 96.944 acre tract, and a southwest corner of West Ranch West Lake, Section Two, a subdivision of record in File Number 2012044019, G.C.M.R. from which a 5/8-inch iron rod with cap stamped "WILSON SURVEY GROUP" bears, North 37° 00' 00" West, 0.49 feet;

Thence, South 03° 05' 47" East, along the east line of said 96.944 acre tract, passing at 1,097.43 feet a found 1/2-inch iron rod with cap stamped "BROWN & GAY", at 1,716.98 feet passing a found 1/2-inch iron rod with cap stamped "BROWN & GAY", at 2,563.64 feet passing a found 1/2-inch iron rod with cap stamped "BROWN & GAY", at 2,892.17 feet passing a found 1/2-inch iron pipe with cap stamped "BGE INC", continuing in all a total distance of 2,916.60 feet to a 5/8-inch iron rod with cap stamped "GEOSURV" found for a north corner of the aforementioned 941.89 acre tract, the east corner of a called 4.994 acre tract described in the deed to the City of Friendswood by an instrument of record in File Number 2019064237, G.C.O.P.R., in the west line of Friendswood Lake Boulevard, a subdivision of record in File Number 2017033870, G.C.M.R., a corner of the City of Friendswood city limits and League City city limits, said point also being the POINT OF BEGINNING of the herein described tract;

Thence, South 03° 05' 47" East, along the west line of said Friendswood Lake Boulevard, and an east line of said 941.89 acre tract, same being the common line of said City of Friendswood city limits and League City city limits, 88.92 feet to a 1/2-inch iron pipe found for a westerly corner of said Friendswood Lake Boulevard, the northwest corner of Sierra at West Ranch, Section Two, a subdivision of record in File Number 2015077523, G.C.M.R.;

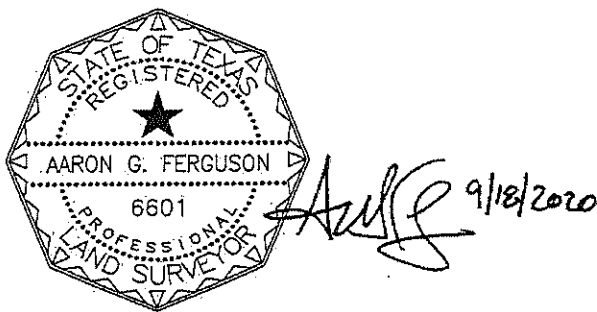
0.0576 Acre

September 18, 2020  
Job No. 0074-0410B

Thence, North 63° 12' 16" West, departing said common lines, 65.09 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set in a west line of said 941.89 acre tract, the east line of said 96.944 acre tract, and said city limit lines for the southeast corner of the aforementioned 4.944 acre tract, from which a 5/8-inch iron rod with cap stamped "WILSON SURVEY GROUP" bears, South 41° 52' 46" West, 50.62 feet;

Thence, North 41° 52' 46" East, along said common lines, 79.84 feet to the POINT OF BEGINNING and containing 0.0576 acre (2,509 square feet) of land.

This Metes and Bounds is issued in conjunction with the Survey by LJA Surveying, Inc. of the same certification date shown hereon, hereby referenced as Part 1 of 2. This Metes and Bounds is Part 2 of 2.

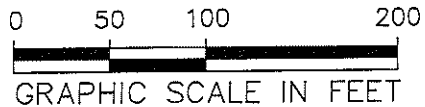


LJA Surveying, Inc.

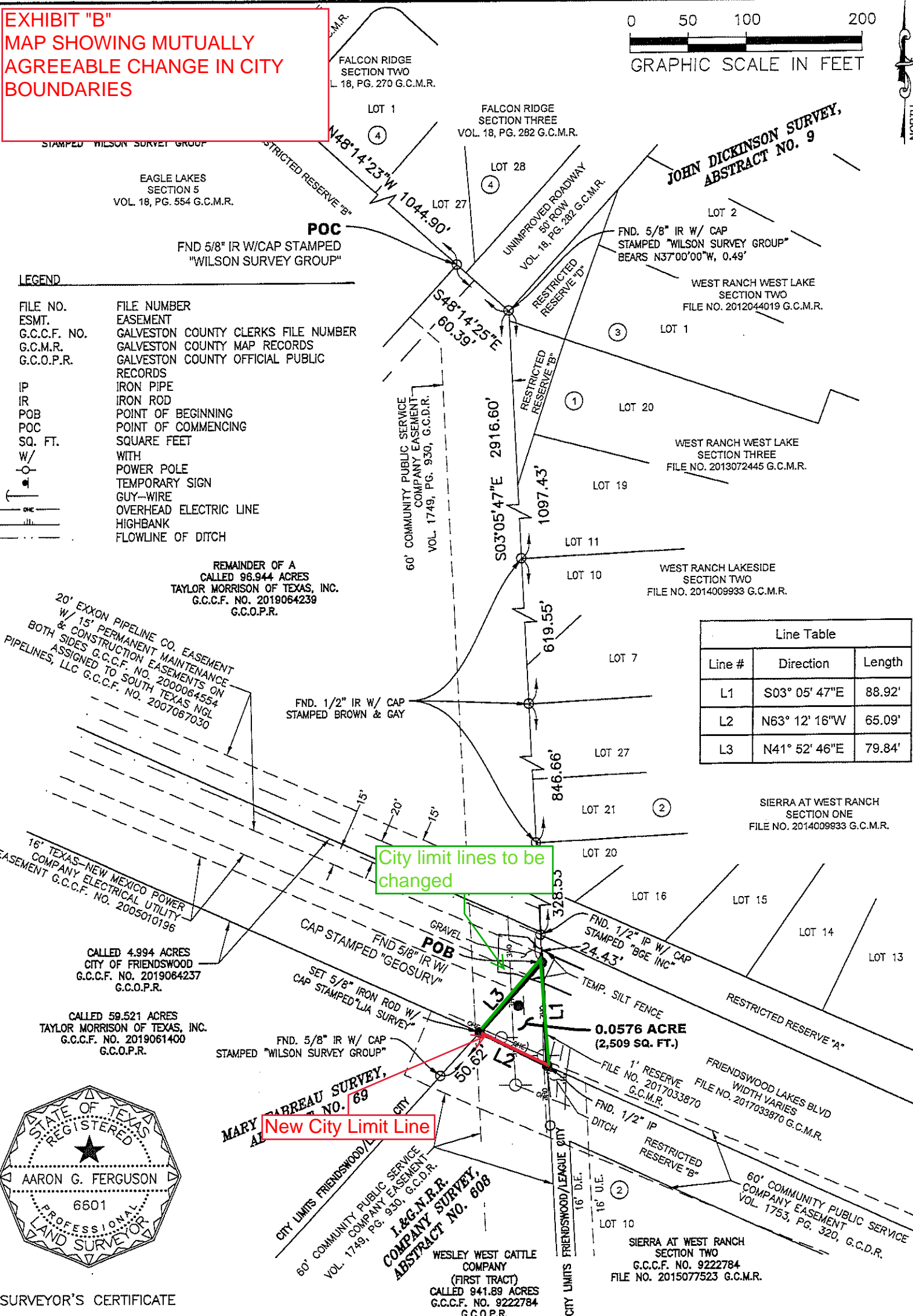
## **Exhibit B**

Map showing mutually agreeable changes in Citys' boundaries

EXHIBIT "B"  
MAP SHOWING MUTUALLY  
AGREEABLE CHANGE IN CITY  
BOUNDARIES



- LEGEND
- |              |  |
|--------------|--|
| FILE NO.     | FILE NUMBER                              |
| ESMT.        | EASEMENT                                 |
| G.C.C.F. NO. | GALVESTON COUNTY CLERKS FILE NUMBER      |
| G.C.M.R.     | GALVESTON COUNTY MAP RECORDS             |
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| IP           | IRON PIPE                                |
| IR           | IRON ROD                                 |
| POB          | POINT OF BEGINNING                       |
| POC          | POINT OF COMMENCING                      |
| SQ. FT.      | SQUARE FEET                              |
| W/           | WITH                                     |
| ○            | POWER POLE                               |
| —            | TEMPORARY SIGN                           |
| —            | GUY-WIRE                                 |
| —            | OVERHEAD ELECTRIC LINE                   |
| —            | HIGHBANK                                 |
| —            | FLOWLINE OF DITCH                        |



Line Table		
Line #	Direction	Length
L1	S03° 05' 47"E	88.92'
L2	N63° 12' 16"W	65.09'
L3	N41° 52' 46"E	79.84'

City limit lines to be changed

New City Limit Line



SURVEYOR'S CERTIFICATE

I, Aaron G. Ferguson, Registered Professional Land Surveyor, hereby certify to Chicago Title Insurance Company, City of Friendswood, Texas and Betty Ann West Stedman, Stuart West Stedman and W. Hodges as trustees of the Wesley West Descendants Trust and Wesley West Cattle, L.P., a Texas, limited partnership (fka Wesley West Land and Cattle Company L.P., successor by merger with Wesley West Cattle Company, a Texas Corporation) that this survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Condition 2, TSPS Land Title Survey.

*Aaron G. Ferguson* 9/18/2020

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**LAND TITLE SURVEY**  
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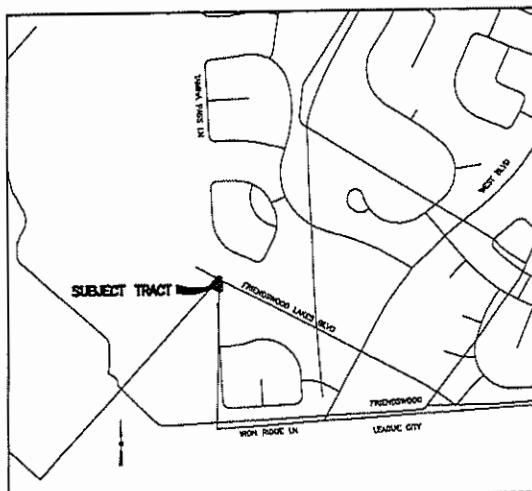
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LJA DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS. LINES SHOWN HEREON ARE APPROXIMATE AND ARE BASED ON AVAILABLE PUBLIC DATA.
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- 7) THE SUBJECT TRACT HAS ACCESS TO FRIENDSWOOD LAKES BLVD.
- 8) THERE IS NO VISIBLE EVIDENCE OF BURIAL GROUNDS OR MAJOR EARTH WORK AT THE TIME OF THE SURVEY. EXCEPT AS NOTED.
- 9) THE SURVEYOR HAS NOT BEEN PROVIDED WITH CONSTRUCTION PLANS SHOWING THE LOCATION OF UNDERGROUND UTILITIES. UNDERGROUND UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.



VICINITY MAP  
N.T.S.

**0.0576 ACRE (2,509 SQ. FT.)**  
**LAND TITLE SURVEY**  
**IN THE**  
**I. & G. N. RR. CO. SURVEY**  
**ABSTRACT NO. 608**  
**GALVESTON COUNTY, TEXAS**

SEPTEMBER 2020 JOB NO. 0074-0410B

**LJA Surveying, Inc.**

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