

## INTERLOCAL AGREEMENT FOR MAINTENANCE OF DRAINAGE FACILITY

This Interlocal Agreement (“Agreement”), effective as August \_\_\_\_\_, 2024, is entered into between Galveston County Municipal Utility District No. 82, a political subdivision of the State of Texas (“District”) and the City of League City, Texas, a political subdivision of the State of Texas (“City”) (each a “Party” and collectively the “Parties”).

### RECITALS

The Parties are authorized to provide certain governmental functions, including, but not limited to, the provision of drainage facilities and related maintenance.

The District wishes to acquire a drainage easement (“Easement”) from the City located adjacent to a detention facility owned by the City (the location and approximate current boundaries of which are shown in **Exhibit A** (“City Detention Pond”).

The City has determined that this Easement will not hinder or frustrate its purposes.

This Agreement is entered into by the Parties pursuant to Chapter 791, Texas Government Code, and other general laws of the State of Texas.

For and in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties hereby agree as follows:

### AGREEMENT

Section 1      Grant of Easement. The City agrees to grant the District the Easement in a form substantially similar to **Exhibit B** attached hereto within 60 days of execution of this Agreement.

Section 2      Mowing of City Detention Pond. As consideration for the Easement being granted to the District, the District agrees to perform general mowing maintenance of the City Detention Pond, mowing the Detention Pond at the District’s expense at least six times per calendar year. The Parties acknowledge that the City, in its discretion, may undertake construction activity or improvements to modify or expand the City’s Detention Pond, and that during any such construction period, the District shall not be obligated to mow the City Detention Pond. Upon written notice to the District that any construction activity is complete, and that grass has been re-established on the City Detention Pond, the District shall resume routine mowing activity on the City Detention Pond.

Section 3      Term. Subject to any constitutional or statutory limitations related to appropriation of funds by the District, the District’s obligation to maintain the Detention Pond shall run concurrent to the District’s use and enjoyment of the Easement. Should the City fail to transfer the Easement to the District, the District may terminate this agreement by sending written notice to the City.

Section 4      Modifications and Provisions. The Parties may not amend this Agreement,



The Parties have executed this agreement in multiple counterparts, each of which shall be deemed to be an original.

CITY OF LEAGUE CITY, TEXAS

By: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

GALVESTON COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 82

By: \_\_\_\_\_  
President, Board of Directors



**Exhibit B: Form of Easement**

**EXHIBIT B**

**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.**

**PERPETUAL DRAINAGE AND DETENTION  
FACILITIES EASEMENT AGREEMENT  
(Legacy: 3.192 Acres)**

Effective Date:

May 1, 2023

Grantor:

City of League City, a Texas home-rule city

Grantor's Mailing Address:

300 W Walker St  
League City, Texas 77573

Grantees (and Mailing Addresses):

GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT ("GCCDD"), a conservation and reclamation district recreated by the Texas Legislature by Chapter 243, Acts of the 58<sup>th</sup> Legislature of the State of Texas, Reg. Sess., 1963.

1605 Whitaker Drive, Friendswood, Texas 77546

GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 82, a conservation and reclamation district created under and operating pursuant to Chapters 49 and 54, Texas Water Code.

202 Century Square Blvd., Sugar Land, Texas 77478

Easement Property:

That certain tract of land located in Galveston County, Texas, containing 3.192 acres, as more particularly described and shown in **Exhibit A** attached hereto and incorporated herein for all purposes.

Easement Purpose:

For the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification, and operation of perpetual drainage and detention facilities and all related connections and appurtenances (collectively, "Facilities"), across, along, under, over, upon, and through the Easement Property and entrance upon the Easement Property to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantees' rights

shall include, without limitation, the right to clear and remove trees, undergrowth, shrubbery, and other improvements from within the Easement Property and the right to bring and operate any equipment on the Easement Property as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted.

Consideration:

Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Grant of Easement:

Grantor, for the Consideration and subject to the Reservations from Conveyance, Exceptions to Warranty, and Terms and Conditions below, grants, sells, and conveys to Grantees and Grantees' heirs, successors, and assigns a perpetual, non-exclusive easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances therein any way belonging (collectively, "Easement"), to have and to hold the Easement to Grantees and Grantees' heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantees and Grantees' heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement when the claim is by, through, or under Grantor, except as to the Reservations from Conveyance and Exceptions to Warranty.

Additionally, prior to the initial construction of the Facilities, Grantees shall have the right of reasonable ingress and egress to the Easement using the surface of the Easement and all routes across adjacent property owned by Grantor, including but not limited to the right to use all existing and future roads and streets, for the purposes of performing surveys and other such preconstruction work; provided, however, no excavation work, earth moving work or other construction work shall be undertaken by Grantee on any lands of Grantor other than the Easement.

Reservations from Conveyance:

For Grantor and Grantor's heirs, successors, and assigns forever, all oil, gas, and other minerals in and under and that may be produced from the Easement Property are reserved from this conveyance. However, Grantor waives the right of ingress and egress, to and from the surface of the Easement Property, relating to the mineral estate reserved by Grantor. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from such existing production or existing lease.

Grantee's right to use the Easement Property is nonexclusive, and subject to the limitations herein, Grantor reserves for Grantor and Grantor's heirs, successors, and assigns (i) the right to use all or part of the Easement Property in conjunction with Grantees as long as such use by Grantor and Grantor's heirs, successors, and assigns does not unreasonably interfere with the use of the Easement Property by Grantees for the Easement Purpose, and (ii) the right to convey to others the right to use all or part of the Easement Property in conjunction with Grantees, as long as such further conveyance is subject to the terms of this agreement. Except as otherwise expressly permitted herein, Grantor shall not, without the prior written consent of the Grantees, (a) construct or place, or allow



to be constructed or placed, any fences, houses, buildings, structures, pavement, or other above or below ground obstructions, whether temporary or permanent, or plant or locate any trees, vegetation or shrubs on the Easement; (b) install or permit the installation of pipelines or other underground facilities within the Easement, or (c) change the grade over the Facilities construction within the Easement, other than those for public recreational purposes.

Subject to the limitations herein, Grantor may, Grantee's prior written consent, install, maintain, repair, relocate, replace, remove, modify, and operate the following improvements within the tract (collectively, the "Permitted Improvements"): concrete pavement for a driveway, so long as the grade of such pavement be maintained at or above existing ground levels, and Grantor places expansion joints within any such concrete pavement located over the Facilities and along both sides of the Easement Property and parks and recreational facilities, including landscaping, sidewalks, trails, and other amenity features. Further, Grantor shall be responsible for maintaining the Permitted Improvements at sole cost and expense, and shall keep the same in good condition and repair. The Permitted Improvements shall not damage or otherwise unreasonably interfere with the Facilities, and Grantor shall be responsible for any damage to the Facilities resulting from the installation, construction, maintenance, repair, relocation, replacement, removal, modification and operation of the same by or on behalf of Grantor. In the event that any portion of the Permitted Improvements is removed or otherwise damaged as a result of any work performed by or on behalf of the Grantees in connection with the Easement, Grantees shall have no obligation to repair, replace or restore the same, nor shall Grantees incur any liability with respect to the costs associated with such repair, replacement, or restoration.

If Grantor constructs, places, installs (or otherwise permits the construction, placement or installation of) any obstruction that interferes with, obstructs, or restricts Grantee's full and complete use and enjoyment of the Easement for the purposes set forth herein, Grantees shall have the right to prevent or remove such obstruction, at Grantor's sole cost and expense without any obligation to restore the same or any liability of Grantees to Grantor or Grantor's successors or assigns.

#### Exceptions to Warranty:

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Property and appearing of record in the Official Public Records of Galveston County, Texas, to the extent the same are in effect and validly enforceable against the Easement Property ("Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with the exercise of the rights in the Easement and use of the Easement Property for the purposes set forth herein.

#### Terms and Conditions:

The Following Terms and Conditions apply to the Easement granted by this agreement:

1. *Duration of Easement.* This Easement is perpetual.

2        *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of the Grantees. Grantees have the right to remove or relocate any fences within the Easement Property or along or near its boundary lines. Grantees shall remove, at Grantees' expense, any dirt, earth, or other material excavated from the Easement Property in connection with Grantees' construction, operation, or maintenance of the Facilities that is not used in connection with Grantees' activities hereunder. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at the Grantees' sole discretion, subject to performance of Grantees' obligation under this agreement.

3        *Equitable Right of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

4        *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

5        *Choice of Law.* This agreement will be construed under the laws of the State of Texas, without regard to choice-of-law-rules of any jurisdiction. Venue shall exclusively be in Galveston County.

6        *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

7        *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

8        *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

9        *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

10. *Notices.* Any notice required or permitted under this agreement must be in writing. Notice may be given by regular mail, personal delivery, courier delivery, or other commercially reasonable means involving physical delivery and will be deemed to have been duly given upon receipt of, in the case of notices delivered by mail, ten (10) business days after deposit in the United States mail. Any address for notice may be changed by written notice delivered as provided herein.

11. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

[Execution pages follow.]

The individual signing this instrument on behalf of Grantor represents that it has the requisite authority to bind Grantor.

EXECUTED on \_\_\_\_\_, 2024, to be effective as of the Effective Date.

**GRANTOR:**

CITY OF LEAGUE CITY,  
a Texas home-rule city

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

|

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, \_\_\_\_\_ of City of League City, a Texas home-rule city, on behalf of said city.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**Attachment:**

Exhibit A – Description and Sketch of Easement Property

County: Galveston  
Project: Legacy  
Job No. 227408  
MBS No. 23-030

**FIELD NOTES FOR 3.192 ACRES**

Being a tract containing 3.192 acres of land located in the I.&G.N.R.R. Co. Survey Section 7, A-596, in Galveston County, Texas. Said 3.192 acres being a portion of a call 37.61 acre tract of land recorded in the name of City of League City under Galveston County Clerk's File (G.C.C.F.) No. 2008006479. Said 3.192 acres being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System of 1983, South Central Zone, based on GPS observations):

**COMMENCING** at a 1/2 inch iron rod found at the southwest corner of said 37.61 acres and being on the lower east line of a call 941.89 acre tract of land (styled "First Tract") recorded in the name of Wesley West Cattle Company (as to 80% interest) under G.C.C.F. No. 9222784 and Betty Ann West Stedman, Stuart West Stedman and W.H. Hodges as Trustees of the Wesley West Descendants Trust (as to 20% interest) under G.C.C.F. No. 8900647, from which a 5/8 inch iron rod found at the northwesterly corner of a call 427.000 acre tract of land recorded in the name of Forestar (USA) Real Estate Group, Inc. under G.C.C.F. No. 2018024976 bears South 03 degrees 38 minutes 27 seconds East, 436.40 feet and a 2 inch iron pipe found at the southeast corner of said 941.89 acres bears South 03 degrees 38 minutes 27 seconds East, 814.34 feet;

**THENCE**, with the south line of said 37.61 acres, North 86 degrees 43 minutes 23 seconds East, a distance of 663.19 feet to the **POINT OF BEGINNING**;

**THENCE**, through and across said 37.61 acres, the following nine (9) courses:

- 1.) North 45 degrees 17 minutes 44 seconds West, a distance of 348.66 feet;
- 2.) North 48 degrees 16 minutes 44 seconds West, a distance of 159.99 feet;
- 3.) North 45 degrees 11 minutes 44 seconds West, a distance of 380.14 feet to the beginning of a non-tangent curve to the right;
- 4.) 133.47 feet along the arc of said curve having a radius of 1,450.00 feet, a central angle of 05 degrees 16 minutes 27 seconds and a chord which bears North 18 degrees 28 minutes 19 seconds West, 133.43 feet;
- 5.) South 45 degrees 11 minutes 44 seconds East, a distance of 258.04 feet;
- 6.) North 86 degrees 45 minutes 20 seconds East, a distance of 134.46 feet;
- 7.) South 45 degrees 11 minutes 44 seconds East, a distance of 147.08 feet;

8.) South 48 degrees 16 minutes 44 seconds East, a distance of 159.85 feet;

9.) South 45 degrees 17 minutes 44 seconds East, a distance of 496.98 feet to the south line of said 37.61 acres, from which a 1-1/4 inch iron pipe found at the southeast corner of said 37.61 acres bears North 86 degrees 43 minutes 23 seconds East, 24.53 feet;

**THENCE**, with said south line, South 86 degrees 43 minutes 23 seconds West, a distance of 215.36 feet to the **POINT OF BEGINNING** and containing 3.192 acres of land.

**THIS DESCRIPTION WAS PREPARED BASED ON SURVEYS MADE ON THE GROUND UNDER THE DIRECTION OF KYLE B. DUCKETT, RPLS 6340, AND FILED UNDER JOB NOS. 207401 & 227408 IN THE OFFICES OF GBI PARTNERS.**

**GBI PARTNERS**

TBPELS Firm No. 10130300

Ph: 281.499.4539

February 20, 2023



60' COUNTY ROAD  
(McFARLAND ROAD aka  
ALCOA FRIENDSWOOD ROAD)  
NO DEDICATION FOUND

I.&G.N.R.R. CO. SURVEY  
SECTION 7, A-596

PORTION OF CALL 941.89 ACRES  
("FIRST TRACT")  
WESLEY WEST CATTLE COMPANY  
(AS TO 80% INTEREST)  
G.C.C.F. NO. 9222784  
BETTY ANN WEST STEDMAN,  
STUART WEST STEDMAN  
AND W.H. HODGES  
AS TRUSTEES OF THE  
WESLEY WEST DESCENDANTS TRUST  
(AS TO 20% INTEREST)  
G.C.C.F. NO. 8900647

MAPLE LEAF DRIVE

CALL 1.0314 ACRES  
CITY OF LEAGUE CITY  
G.C.C.F. NO. 2022020287

**3.192  
ACRES**

CALL 37.61 ACRES  
CITY OF LEAGUE CITY  
G.C.C.F. NO. 2008006479

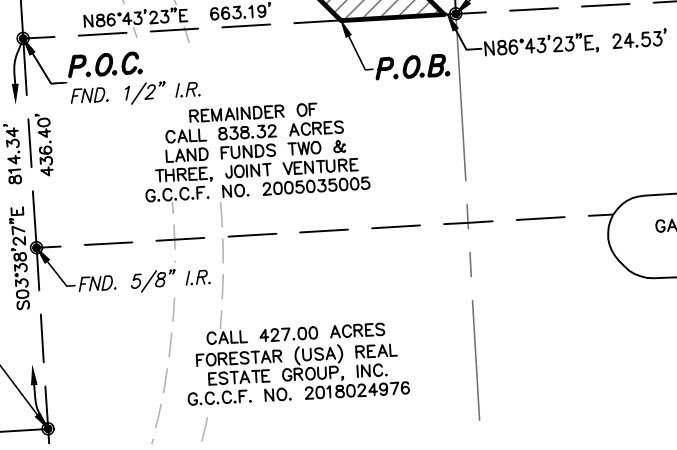
CALL 1777.3392 ACRES  
("TRACT III")  
MARTRON LLC  
G.C.C.F. NO. 2013000636

I.&G.N.R.R. CO. SURVEY  
SECTION 6, A-615



PROPOSED MAPLE LEAF  
DRIVE EXTENSION

APPROX. SURVEY LINE



REMAINDER OF  
CALL 838.32 ACRES  
LAND FUNDS TWO &  
THREE, JOINT VENTURE  
G.C.C.F. NO. 2005035005

CALL 19.4869 ACRES  
GALVESTON COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 36  
G.C.C.F. NO. 2021009429

CALL 427.00 ACRES  
FORESTAR (USA) REAL  
ESTATE GROUP, INC.  
G.C.C.F. NO. 2018024976

LEGEND

FND.	= FOUND
I.P.	= IRON PIPE
I.R.	= IRON ROD
G.C.C.F.	= GALVESTON COUNTY CLERKS FILE
G.C.D.R.	= GALVESTON COUNTY DEED RECORDS
G.C.M.R.	= GALVESTON COUNTY MAP RECORDS
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCING

NOTES:  
1.) Bearings are referenced to the Texas Coordinate System of 1983 (NAD83), South Central Zone, based on GPS observations. Distances are surface values and may be converted to grid by applying the combined adjustment factor 0.99986892935.

2.) See Pages 1-2 of 3 Pages for metes and bounds description.

EXHIBIT OF

**3.192 ACRES**

BEING A PORTION OF A CALL 37.61 ACRE TRACT OF  
LAND RECORDED IN THE NAME OF CITY OF LEAGUE CITY  
UNDER G.C.C.F. NO. 2008006479.  
LOCATED IN THE  
I.&G.N.R.R. CO. SURVEY SEC 7, A-596  
GALVESTON COUNTY, TEXAS



**GBI PARTNERS**  
4724 VISTA ROAD TBPELS FIRM #10130300  
PASADENA, TX 77505 GBI Survey@GBISurvey.com  
PHONE: 281-499-4539 www.GBISurvey.com

SCALE: 1" = 400'	JOB NO. 227408	DATE: 02/20/2023
CREW CHIEF: N/A	FIELD BOOK: N/A	DWG.: 23-030EX