

EXECUTED

INTERLOCAL AGREEMENT

STATE OF TEXAS §
COUNTY OF GALVESTON §

This Interlocal Agreement (this "Agreement") is made by and between the City of LEAGUE CITY, TEXAS, a municipal corporation ("League City") and the City of FRIENDSWOOD, TEXAS, a municipal corporation ("Friendswood"), collectively known together as the "Parties" and individually a "Party."

RECITALS

WHEREAS, the Parties intend to follow Chapter 791 of the Government Code, cited as the Interlocal Cooperation Act and Chapter 43 of the Texas Local Government Code for the annexation/disannexation of the property described hereinbelow; and

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

WHEREAS, Friendswood owns the following property within the corporate limits of League City:

ABST 608 I & G N RR SUR SEC 4 TRACT 1, GALVESTON COUNTY, TEXAS
1.3347 ACRES,

as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Property"); and

WHEREAS, Friendswood desires to include the Property as part of Lake Friendswood Park and desires the Property to be located within the corporate limits of Friendswood; and

WHEREAS, League City is amenable to adjusting its corporate limits in accordance with this Agreement in order for the property to be located wholly within Friendswood;

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

TERMS AND CONDITIONS

- 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 the Property is fully annexed into the Friendswood city limits.

3. Disannexation/Annexation. League City will disannex the Property and will notify Friendswood of the completion of the disannexation within thirty (30) days of the date of the passage of the disannexation ordinance. Upon disannexation, the Parties agree that the Property shall be allocated to the extraterritorial jurisdiction of Friendswood pursuant to Section 42.022(d) of the Texas Local Government Code. Within one hundred twenty (120) days after League City's disannexation of the Property from League City's city limits, Friendswood will take the necessary steps to annex the Property into the Friendswood city limits and will notify League City once such annexation is complete.
4. Official Map. The respective governing bodies of Friendswood and League City shall take appropriate action to effectuate the terms of this Agreement and shall update their official maps to show their respective boundaries as required by Section 41.001 of the Texas Local Government Code on or before December 31, 2025.
5. Notice of Official Boundary Change.
 - a. League City shall submit for recording in the deed records of Galveston County a certified copy of its ordinance disannexing the Property within thirty (30) calendar days after the effective date of the ordinance; and
 - b. Friendswood shall submit for recording in the deed records of Galveston County a certified copy of its ordinance annexing the Property into the Friendswood corporate limits within thirty (30) days after the effective dates of each document.
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 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 be 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. 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.
15. Force Majeure. If by reason of Force Majeure the Parties shall be unable, in whole or in part, to carry out their 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, lockouts, 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, lightning, 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 Parties, or any other causes not reasonably within the control of the Parties.
16. 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.
17. Authority to Bind.
 - a. Each Party represents and warrants for itself that this Agreement, in accordance with the requirements of the Interlocal Cooperation Act, 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.

[EXECUTION PAGES FOLLOW]

EXECUTED this 1st day of May, 2025.

CITY OF LEAGUE CITY

Signed by:

John Baumgartner

AA44FE3917BC441...

JOHN BAUMGARTNER, ICMA-CM, P.E.
City Manager

ATTEST:

Signed by:

Diana Stapp

43740366A932489...

DIANA STAPP, City Secretary

APPROVED AS TO FORM:

DocuSigned by:

Michelle Villarreal

370DECOBAF054E2...

MICHELLE L. VILLARREAL, City Attorney

EXECUTED this 6th day of May, 2025.

CITY OF FRIENDSWOOD


MORAD KABIRI, City Manager

ATTEST:

 
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

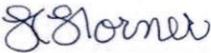

KAREN L. HORNER, City Attorney

EXHIBIT A

All that certain 1.3347 acres out of Lots 159, 160 and 170, Slone Subdivision according to the plat thereof as filed in Volume 254, Page 53-54 Galveston County Map Records, I. & G. N. RR Company Survey No. 4, Abstract 608, Galveston County, Texas and being out of that certain tract as described in a deed dated 01-01-1992 from Neva Watkins West to Wesley West Cattle Company as filed in the Official Records of Galveston County at Clerk's File Number 9205621 and Film Code Number 007-99-1074 and being more particularly described by metes and bounds as follows (bearings based on Texas Coordinate System of 1983, South Central Zone 42Q4);

Beginning at a found 1/2" iron pipe marking the Southeast corner of Restricted Reserve "A", Block 1, Austin Chase at West Ranch, Section Two according to the plat thereof as filed in File Number 2016008227 Galveston County Map Records;

1. Thence S 31° 27' 59" W - 292.93' with the West line of that certain tract as described in a deed dated 04-27-1993 from Texas Parks and Recreation Foundation, Inc. to City of Friendswood as filed in the Official Records of Galveston County at Cleric's File Number 9517142 and Film Code Number 010-39-0211 to a point for corner marking the Southwest corner of said City of Friendswood tract from which a found 2" iron pipe bears S 47° 11' 33" W - 0.48' for reference;

2. Thence S 86° 08' 06" W - 155.78' with the North line of that certain tract as described in a deed dated 08-02-2013 from The Estate of Jimmie Elroy Rathburn to Kyle Perri as filed in the Official Records of Galveston County at Clerk's File Number 2013049164 to a call and found 1/2" iron rod marking the Northwest corner of said Kyle Perri tract;

3. Thence N 03° 44' 32" W 243.49' to a set 5/8" iron rod with cap (stamped C.L. DAVIS-RPLS 4464) for corner;

4. Thence N 86° 55' 50" E - 324.69' with the South line of Block 1 of said Austin Chase at West Ranch, Section Two to the POINT OF BEGINNING and containing 1.3347 acres (58,141 square feet) of land more or less.