

BOUNDARY AGREEMENT

This **BOUNDARY AGREEMENT** is made and entered into by and between the State of Texas, acting by and through DAVID DEWHURST, Commissioner of the Texas General Land Office and Chairman of the School Land Board (hereinafter referred to as "the STATE") and JOHN F. DEVEREUX, and MARTHA METZDORF, Independent Executrix of the Estate of Lyle Metzdorf, of Seabrook, Texas (hereinafter referred to as "CLAIMANTS");

WHEREAS, the STATE is the owner, by sovereignty, of certain submerged lands in Clear Creek, Harris County, Texas, contiguous to and around the north, west, and south littoral boundaries of the 1.579 acre tract of the Ritson Morris Survey, Abstract 52, Harris County, Texas; as described in Exhibit "A" (Tract "A") attached hereto and incorporated herein by reference; (the Property);

WHEREAS, CLAIMANTS assert defensible title to, the 1.579 acre tract out of the Property, contiguous and littoral to the submerged lands of the STATE; and

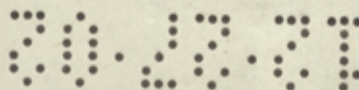
WHEREAS, both the STATE and CLAIMANTS assert claims of defensible title to various portions of the Property, which has created a conflict between the parties and has resulted in the inability of either party to fully and properly carry out its lawful duties and rights in regard to its lands; and

WHEREAS, the STATE and CLAIMANTS deem it to be in their respective best interests to resolve the dispute and conflict without the necessity of protracted and costly litigation; and

WHEREAS, the STATE and CLAIMANTS agree that a boundary between their lands can be determined by a relinquishment of their respective and conflicting claims of title

HARRIS CO. SKETCH FILE 109

SKETCH FILE No. 109
COUNTY Harris

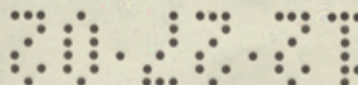


to parcels of land as described in Paragraph I below and attached exhibits, so that each party can have and hold, free of any claim by the other, all interests in its lands as divided by said boundary, and the parties being in agreement that each is receiving a benefit and value equal to that received by the other party,

NOW, THEREFORE, in consideration of the mutual agreements and premises herein contained, the STATE and CLAIMANTS agree as follows:

- I. The common boundary between the submerged lands of the STATE and privately owned uplands of CLAIMANTS is hereby determined and agreed to be as described by metes and bounds in Exhibit "A" ("Tract A"), and as depicted on Exhibit "C" attached hereto and incorporated herein by this reference. The boundary agreed upon herein includes solely the north, west, and south boundaries of "Tract A" as described in Exhibit "A." **The boundary as located by this agreement shall be fixed and permanent boundary, not subject to change or alteration by accretion, erosion, or any artificial or avulsive action.** The boundary line created by this agreement does not, and is not intended to, change, modify, or effect the right of ingress and egress to the CLAIMANTS' uplands. CLAIMANTS further relinquish and release any claim they have or may have had to the premises described in Exhibit "B" as Tract "B" (the waterway easement).
- II. This Boundary Agreement, with Exhibits "A", "B", and "C", upon execution by the STATE and CLAIMANTS, shall be filed for record in the Deed Records, Harris County, Texas, and in the Records of the Texas General Land Office, Austin, Texas.

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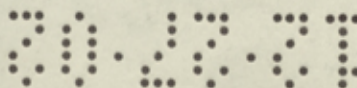
- III. This Agreement is executed on behalf of the STATE by DAVID DEWHURST, Commissioner of the Texas General Land Office and Chairman of the School Land Board, by virtue of and under the authority of Texas Natural Resources Code, Sections 31.063, 33.060, 51.011, and 51.012.
- IV. This Boundary Agreement shall be binding on and inure to the benefit of the successors, representatives, and assigns of the parties hereto, and is limited to the specific areas described in this Boundary Agreement and as defined as the north, west, and south boundaries described in Exhibit "A" attached hereto, the tract described in Exhibit "B", and as depicted in Exhibit "C". Nothing in this agreement shall be deemed nor construed as being an admission or a recognition of, or constitute a bar to the assertion of, a different basis for the determination of a boundary between the parties hereto, or either of the parties hereto and any other party, at any other place or location. The parties further agree that they hereby forego and relinquish any claim or right to make a claim or demand based on or because of any dispute or claim as to ownership or title to any portion of the submerged land or uplands described herein prior to the date of this Boundary Agreement.

IN WITNESS WHEREOF, this agreement is executed in duplicate originals by the parties hereto and under Seal of the Office of the Texas General Land Office this 24th day of January, 2003.

File No. Sketch File 109
Harris County
0.101 ac.
1.579 ac in Clear Creek, Ritson Morris A-52

Date Filed: March 25, 2003

Jerry Patterson, Commissioner
 By Douglas Howard



THE STATE OF TEXAS

By:

Jerry E. Patterson
JERRY E. PATTERSON, Commissioner
Texas General Land Office and
Chairman, School Land Board

Contents:

Legal:

Deputy:

Chief Clerk:

MBD
KS
[Signature]

File No. Sketch File 109

Harris County
0.101 ac
L-579 ac. in Clear Creek Ritsen Morris,

Date Filed: March 25, 2003

Jerry Patterson, Commissioner

By Douglas Howard

CLAIMANTS:

[Signature]
JOHN F. DEVEREUX

Martha Metzdorf
MARTHA METZDORF,
individually and as Independent
Executrix of the Estate of LYLE
METZDORF

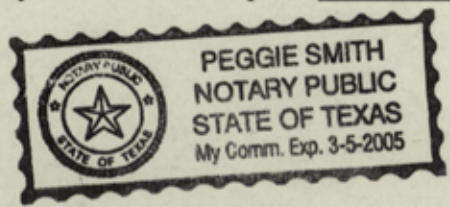
THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on December 23, 2002 by
JOHN F. DEVEREUX and MARTHA METZDORF, for the purposes contained therein.

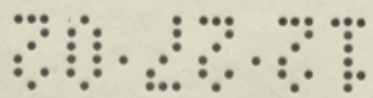
Peggie Smith
Notary Public in and for the state of Texas
County of: Harris

Peggie Smith
Notary Public Printed or Typed Name

My Commission Expires: 3-5-05



SKETCH FILE No. 109
COUNTY Harris





B O W E S
LAND SURVEYING

TRACT "A"
Field Note Description

BEING a 1.579 acre tract of land out of the Ritson Morris Survey, Abstract No. 52, Harris County, Texas and situated in the City of Seabrook, Texas, also being a portion of the tract of land described as Tract 1 in the Warranty Deed to John F. Devereux and Lyle Metzdorf recorded under Harris County Clerk's File No. R201124, together with a portion of Tract 3, being the southerly 20 feet of the abandoned right-of-way of Old Seabrook Road (a 40' wide right-of-way), described in said deed, said 1.579 acre tract of land being more particularly described as follows (with bearings and coordinates referenced to the Texas State Place Coordinate System of 1983, South Central Zone):

BEGINNING at a 5/8 inch iron rod found for the northeast corner of said Tract 3 and the herein described tract of land, also being an interior corner of the Lakewood Yacht Club 33.419 acre tract of land described in the Modification Agreement recorded under Harris County Clerk's File No. S494237 (grid coordinates of said Beginning Point, N=13772280.66, E=3229695.52);

THENCE with the westerly line of said 33.419 acre tract, South 00°06'01" West, at a distance of 7.920 varas (22.22 feet) passing the northeast corner of said Tract 1, in all a distance of 65.898 varas (183.05 feet) to a 1/2 inch iron rod found for corner;

THENCE continuing with said westerly line, South 85°37'02" West a distance of 18.756 varas (52.10 feet) to a 1/2 inch iron rod found for corner;

THENCE continuing with said westerly line, South 00°55'05" West a distance of 56.603 varas (157.23 feet) to a 5/8 inch iron rod with a plastic cap (RPLS 1620) found for corner;

THENCE departing said westerly line, North 75°43'43" West a distance of 106.960 varas (297.11 feet) to the southeast corner of the Waterway Easement described in the instrument recorded under Harris County Clerk's File No. J705494;

THENCE with the easterly line of said Waterway Easement, North 11°16'23" East a distance of 43.934 varas (122.04) feet to the northeast corner of said Easement and being in the northerly line of said Tract 3 and the centerline of the abandoned right-of-way of Old Seabrook Road;

THENCE with the centerline of the abandoned right-of-way of Old Seabrook Road, North 64°15'32" East a distance of 125.428 varas (348.41 feet) to the POINT OF BEGINNING;

CONTAINING a computed area of 1.579 acres (8,912 square varas or 68,768 square feet) of land.

SKETCH FILE NO. 109
COUNTY Harris



B O W E S
LAND SURVEYING

TRACT "B"
Field Note Description

BEING a 0.101 acre tract of land out of the Ritson Morris Survey, Abstract No. 52, Harris County, Texas and situated in the City of Seabrook, Texas, also being a portion of the tract of land described as Tract 1 in the Warranty Deed to John F. Devereux and Lyle Metzdorf recorded under Harris County Clerk's File No. R201124, together with a portion of Tract 3, being the southerly 20 feet of the abandoned right-of-way of Old Seabrook Road (a 40' wide right-of-way), described in said deed, said 0.101 acre tract of land being more particularly described as follows (with bearings and coordinates referenced to the Texas State Place Coordinate System of 1983, South Central Zone):

COMMENCING at a 5/8 inch iron rod found for the northeast corner of said Tract 3 and being an interior corner of the Lakewood Yacht Club 33.419 acre tract of land described in the Modification Agreement recorded under Harris County Clerk's File No. S494237 (grid coordinates of said Commencing Point, N=13772280.66, E=3229695.52);

THENCE with the centerline of the abandoned right-of-way of Old Seabrook Road, South 64°15'32" West a distance of 125.428 varas (348.41 feet) to the northeast corner and the POINT OF BEGINNING of the herein described tract of land, also being the northeast corner of the Waterway Easement described in the instrument recorded under Harris County Clerk's File No. J705494 (grid coordinates of said Beginning Point, N=13772129.35, E=3229381.69);

THENCE with the easterly line of said Waterway Easement, South 11°16'23" West a distance of 43.934 varas (122.04 feet) to the southeast corner of said Easement and being in the southerly line of said Tract 1;

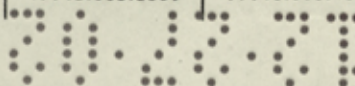
THENCE with southerly line of said Tract 1 and said Waterway Easement, North 75°43'43" West a distance of 19.404 varas (53.90 feet) to the southwest corner of said Easement and said Tract 3;

THENCE with the westerly lines of said Tract 1 and Tract 3, North 25°41'01" East a distance of 36.252 varas (100.70 feet) to the northwest corner of said Tract 3 and being in the northerly line of said Waterway Easement and the centerline of the abandoned right-of-way of Old Seabrook Road;

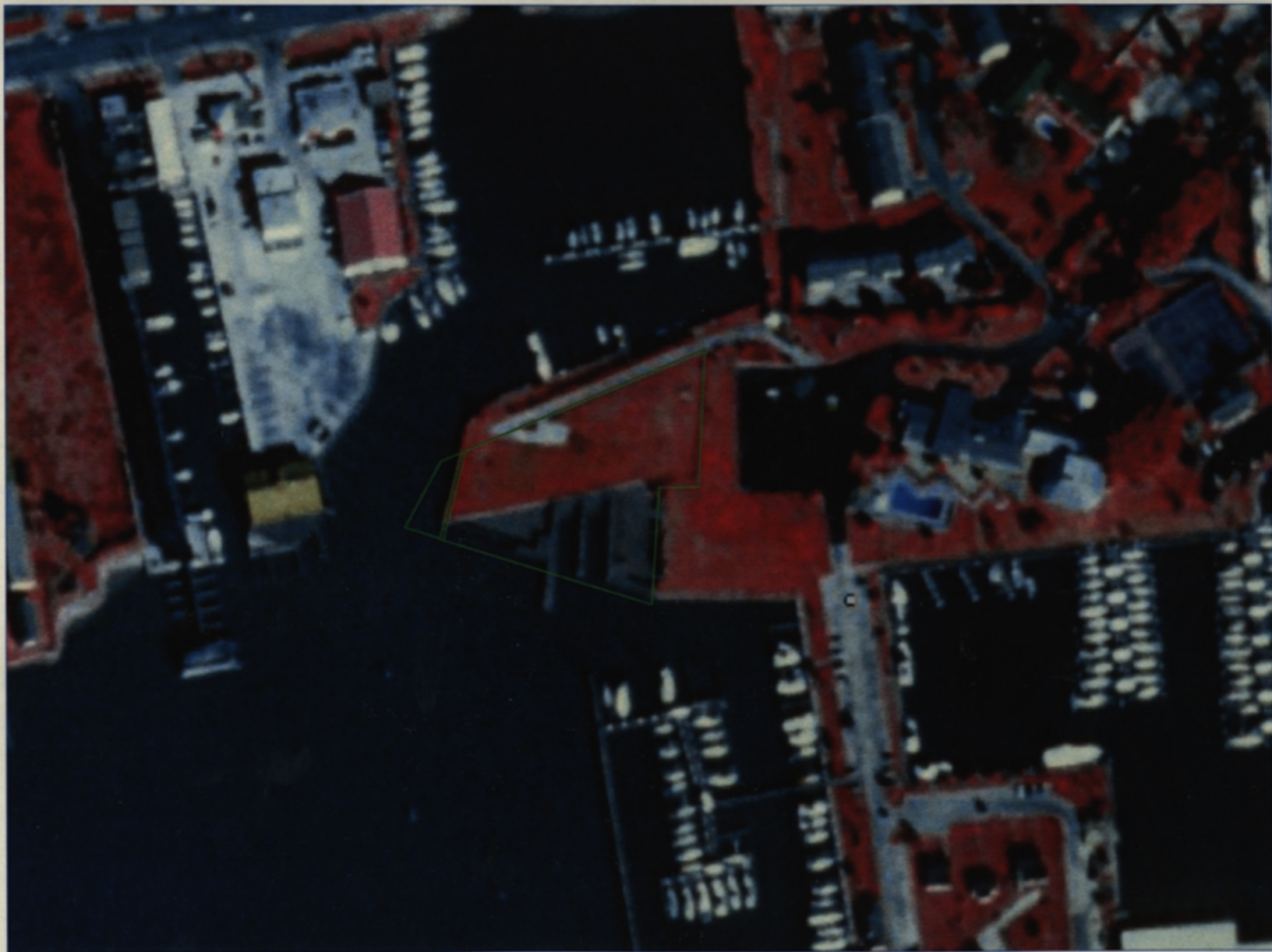
THENCE with the northerly line of said Waterway Easement and the centerline of the abandoned right-of-way of Old Seabrook Road, North 64°15'32" East a distance of 12.967 varas (36.02 feet) to the POINT OF BEGINNING;

CONTAINING a computed area of 0.101 acres (572 square varas or 4,415 square feet) of land.

SKETCH FILE NO. 209
COUNTY Harris



counter 78511

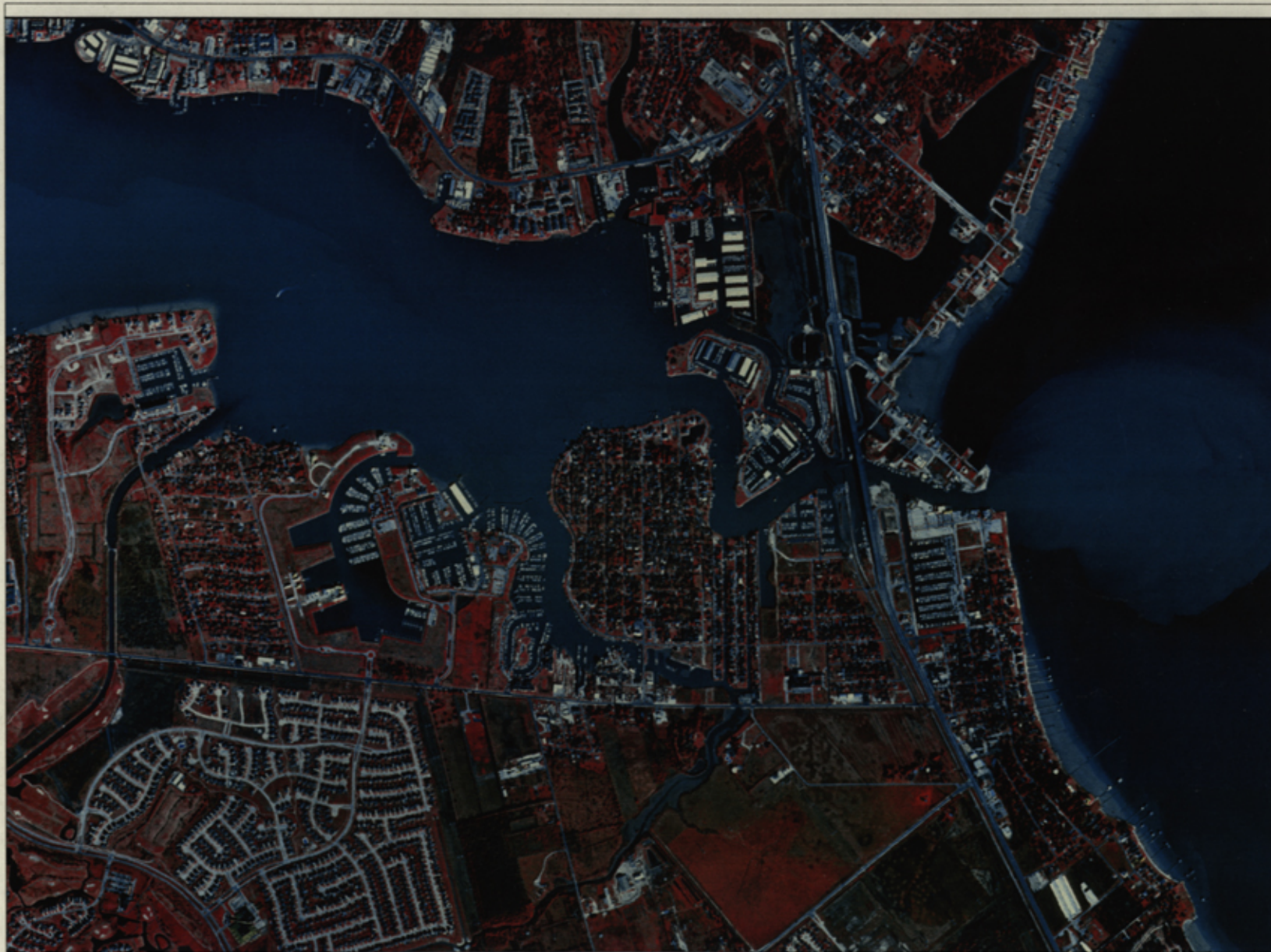


scale: 1" = 60 feet
Photo source: League City, TX., SE/4 1995 DOQQ

1.579 ac & 0.101 ac.

SKETCH FILE No. 109
COUNTY Harris

counter 70512



Scale 1" = 2000 ft.

1.579 ac. & 0.101 ac

Source photo: League City, TX., SE/4 1995 DOQQ

SKETCH FILE No. 109
COUNTY Harris

counter 78513