



# City of League City, TX

300 West Walker  
League City TX 77573

## Text File

File Number: 14-0327

Agenda Date: 5/27/2014

Version: 1

Status: Action Item after ES

In Control: Public Works

File Type: Agenda Item

Agenda Number: 18B.

### Title

Consider and take action on an economic development agreement with Galveston County  
Management District #1 (Deputy City Manager)

### ...Background

Approval of this item will authorize the City Manager to execute the development agreement with  
Galveston County Management District #1.

### ...Attachment

- 1) Data Sheet

### FUNDING

{X} NOT APPLICABLE

{ } Funds are available in the amount of \_\_\_\_\_ from account \_\_\_\_\_

{ } Requires Budget Amendment to transfer from Account # \_\_\_\_\_ to Account # \_\_\_\_\_

**Approved the development agreement by  
and between City of League City, Texas and  
Galveston County Management District #1  
for the Brookport extension project**

**APPROVED**

MAY 27 2014

**CITY COUNCIL**

**DEVELOPMENT AGREEMENT BY AND BETWEEN  
CITY OF LEAGUE CITY, TEXAS,  
AND  
GALVESTON COUNTY MANAGEMENT DISTRICT NO. 1  
(Brookport Extension Project)**

THIS AGREEMENT is entered into as of the 28<sup>th</sup> day of May, 2014, by and between CITY OF LEAGUE CITY, TEXAS, a municipal corporation (the "City") and GALVESTON COUNTY MANAGEMENT DISTRICT NO. 1, a political subdivision of the State of Texas, organized pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended (hereinafter called the "District").

**RECITALS**

WHEREAS, the District was created by Senate Bill No. 1805, Acts of the 79<sup>th</sup> Legislature, Regular Session 2005, Codified as Chapter 3841, Texas Special Districts Code, and governed by Chapter 375, Texas Local Government Code and Chapter 49, Texas Water Code, for the purpose of providing water, sewer and drainage facilities and roads to serve the land within its boundaries;

WHEREAS, the City proposes to construct a roadway project, together with certain water, drainage, and other appurtenances, as shown on the plans developed by Dannenbaum Engineering (not including the sidewalks or sanitary sewer) to complete Brookport Drive, a roadway with median and a traffic circle between Big League Dreams Parkway and Marble Cove (the "Brookport Extension Project" or "Project"). The Dannenbaum Brookport plans have been approved by the City and publicly bid on March 18, 2014 (hereafter referred to as "the plans");

WHEREAS, a portion of the Project between Big League Dreams Parkway and the boundary line between the District and Galveston County MUD No. 14 ("MUD 14") lies within the boundaries of the District;

WHEREAS, a portion of the Project between Marble Cove and the boundary line between the District and MUD 14 lies within the boundaries of MUD 14;

WHEREAS, the District has agreed to acquire the land for the purposes of constructing the Brookport Extension Project for both segments and intends to convey the land to the City as public right-of-way in order to facilitate the Project as well as to further roadway and transportation improvements;

WHEREAS, the City also desires to arrange for certain detention capacity in a regional detention facility to be constructed by the District in order to serve certain

drainage requirements as the result of the City's projects to improve Brookport Drive and Calder Road, in the vicinity of the District;

WHEREAS, the City has found and determined that, in order to expedite the construction of the Brookport Extension Project, and in order to facilitate transportation in the City, Calder Road, and Big League Dreams Parkway, and in the area of the District, the City agrees to provide the funding and construct the Project, as set forth in this Agreement.

WHEREAS, the parties seek to enter into this Agreement to define the rights and obligations of each party regarding the construction and funding of the Project and the dedication of the right-of-way; Now, Therefore,

## AGREEMENT

For and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the City and the District contract and agree as follows:

### ARTICLE I RECITALS

Section 1.01: Recitals. The recitals set forth above are declared true and correct and are hereby incorporated as part of this Agreement.

### ARTICLE II PROJECT DESCRIPTION AND SCOPE

Section 2.01: Project Description and Alternates. The Brookport Extension Project (the "Project") shall consist of approximately 3,100 linear feet of concrete paving, configured in 4 lanes with a partial median (as shown on the plans prepared by Dannenbaum Engineering) and a traffic circle, together with related street inlets and underground storm drainage systems, all in accordance with City standards and requirements for public streets and roadways within the City. The term "Project" shall also include approximately 3100 feet of 12-inch water line within the scope of the Project and within the right-of-way or easements dedicated for the Project. The improvements shall be limited to those illustrated on the attached **Exhibit "A"**. While there is limited sewer capacity available today, through the Big League Dream Lift Station, the City will provide capacity and construct sanitary sewer in Calder Road to serve the District property as with the Calder Road improvement project. As further consideration in this agreement, The City is supportive of participating in sewer projects identified in the plans and on Exhibit "A" as cost alternates 1,2 and 4 if the commercial development of the property merits (as determined by the City at the time of development) additional participation. This participation will be addressed in supplemental agreements as projects move forward. In conjunction with the

construction of Brookport Drive, the City also intends to construct street lighting similar to Big League Dreams Parkway along the Brookport Drive right-of-way pursuant to a separate agreement with Texas New Mexico Power Co. ("TNMP"), subject to an agreement funding the cost of lighting with TNMP. The District agrees to fund any fixture upgrades requested by the District.

Section 2.02: Project Design. The Project was designed by Dannenbaum Engineering Corporation ("DEC") under a contract with the City. DEC, through its representative Jack Carter, also serves as the District's Engineer. The District's Engineer has reviewed all plans and specifications and bids with the City and with the District and recommends the project forward for construction (save and except the sanitary sewer and sidewalks) DEC shall make whatever revisions to the plans and specifications as deemed necessary by the City.

Section 2.03: Bidding and Award of Contract. The Project has been bid by the City in full compliance of public competitive sealed bidding requirements for public works projects, including the bid alternatives for water and sanitary sewer, and contracts shall be awarded on or before June 10, 2014 in the discretion and in the name of the City to the lowest responsible bidder, with such contract to include a contingency allowance of approximately 5% of the contract price for work change directives. The City has reviewed the bid tabulations with the District and the District's Engineer, and the parties agree on the final project scope, award and timeframes for the construction of the Project, as described in Exhibit "A" and Section 2.01 of this agreement. Copies of bid documents, bid tabulation and Notice of Award have been provided to the District's Engineer and reviewed with the City.

Section 2.04: Prosecution of Work. The City anticipates the start of construction of the Project to occur by: July 1, 2014 and to be completed by November 30, 2014 weather permitting. The City shall keep the District informed as to the progress of the work and shall consult with the parties in the event of any issues with the contractor during the course of the work. The District's Engineer shall be allowed to observe the Project during construction. Upon completion, the City will furnish the District's Engineer with a final inspection report and a set of "as-built" drawings for the Project.

### ARTICLE III CONVEYANCE OF RIGHT-OF-WAY

Section 3.01: Acquisition and Conveyance of Right-of-Way. The District agrees to acquire, at its sole expense, two parcels of land consisting of (i) 3.8416 acres of land between Big League Dreams Parkway and the boundary between the District and MUD 14, within the boundaries of the District ("Segment A"), and (ii) 2.7141 acres of land between Marble Cove and the boundary between the District and MUD 14, within the boundaries of MUD 14 ("Segment B"), on or before the date the Project is awarded

for construction which is projected for June 10, 2014 as set out in section 2.03. Segment A and Segment B are described by metes and bounds in **Exhibit "B"** attached hereto and incorporated herein. Promptly upon acquisition, and in consideration of the mutual benefits of this Agreement, the District agrees to convey to the City by Right-of-Way Deed, at no cost to the City, the land designated in **Exhibit "B"** free and clear of any encumbrances, secured with an appropriate title policy protecting the City's interests. A preliminary Right-of-Way Deed, which is subject to modification, is attached hereto and incorporated herein as **Exhibit "C."**

Section 3.02: Further Easements and Right-of-Way. (a) The District agrees to acquire further easements and rights-of-way, as necessary, on or before June 10, 2014, on undeveloped property within the District, and to convey same to the City to facilitate the construction of the Project and related water, and drainage improvements to complete the Project in conformance with the City's requirements; provided, however, the City agrees to acquire at its expense any other necessary or required easements upon rights-of-way that are not on undeveloped District property.

(b) Additionally, the City agrees to acquire as a Project expense, as defined in Section 4.03, two parcels of land totaling 0.1538 acres located at the southern end of Segment B and north of Marble Cove ("Segment C") in order to complete the connection of Brookport Drive to the south. The two parcels of land comprising Segment C are described by metes and bounds in **Exhibits "D-1"** and **"D-2"** attached hereto and incorporated herein. The City further agrees to work with the District to complete the documentation with GC MUD 14 (and its developer) necessary to provide drainage for the Project through the drainage channels and/or detention ponds within GC MUD 14 to the regional detention facility to be constructed by the District along and including Magnolia Bayou.

(c) In further consideration of the mutual benefits of this Agreement, the District agrees to obtain and convey to the City at no additional cost, two rights-of-way parcels (identified as parcels 4 and 6 of the Calder Road Project) necessary to construct Calder Road and the related sewer line as described in **Exhibit "E"** on or before the Project contract award as described in section 3.01. The property shall be conveyed free and clear of any liens or encumbrances along with an appropriate title policy for the benefit of League City.

## ARTICLE IV FUNDING

Section 4.01: City's Commitment. The City hereby agrees and commits to fund the approved portion of the Project (save and except the sanitary sewer lines and sidewalks) projected to be an amount of \$2,816,044 as shown in **Exhibit "A"** (the "Project Funds"). Prior to the June 10, 2014 award the District shall pay the City \$100,000 for the project which shall be their total contribution to the costs of the project. The City shall be responsible for the project costs and job changes other than this amount and the project contingency.

Section 4.02: Payment of Project Funds. The City agrees to promptly pay all estimates directly to the contractor for construction of the Project subject to the review and approval by the City.

Section 4.03: Eligible Project Costs. It is expressly understood and agreed that eligible Project costs shall include the out-of-pocket expenses set out in **Exhibit "A"** for engineering services to design the project incurred by the City, costs of for right-of-way and land acquisition (including legal fees, land surveying, real property appraisal services), third party inspection services, land surveying, geotechnical and material testing services, and the contracted construction costs. These costs have been documented in **Exhibit "A"** and agreed to by The City and The District.

Section 4.04: Detention Pond Facility. In order to secure the District's obligation to complete the Drainage and Detention facility identified in Section 5.01 below, the District represents that it will enter a Detention Pond Development and Financing Agreement with Galveston County Management District No. 1, 101 League City I-45/646, LP and Affinity Bayview I, Ltd. (101 League City I-45/646, L.P. and Affinity Bayview I, Ltd. referred to collectively as "Developers") to finance and construct a drainage and detention pond facility on approximately 9.3 acres of land owned by 101 League City I-45/646, L.P. The agreement provides that the construction of the pond shall be undertaken by the District and fully funded in advance of construction by the Developers. Such funds shall be kept segregated by the District and applied only to construction pay estimates submitted to the District, and the engineering and other expenses related directly to the project. The District agrees to provide to the City evidence of the establishment and funding of the segregated construction account and copies of all construction pay estimates and withdrawals from such account throughout the course of construction. The City has the right to inspect the District's books and records at any reasonable time upon request to the District. The City's commitments as they relate to the Brookport Extension Project are conditioned upon the District's delivery of a fully executed copy of the aforementioned Detention Pond Development

and Financing Agreement in a form satisfactory to the City and the signatories' timely performance of the terms and covenants of such agreement as set forth therein.

## ARTICLE V ADDITIONAL PROJECTS

Section 5.01: Drainage and Detention. The District plans to acquire and construct a regional detention facility along Magnolia Bayou (also known as Geislars Gully) in the vicinity of the Brookport Extension Project. The detention facility is expected to be constructed on or before September 30, 2014 weather permitting to correspond with the completion of the Brookport Extension Project. As additional consideration for this Agreement, the District agrees to provide, without additional cost to the City, 7.5 acre-feet of detention storage capacity within the regional detention pond to serve the anticipated expansion of Calder Road and Brookport Drive. The District shall ensure that documentation in recordable form shall be filed with the Galveston County Clerk evidencing the conveyance of such storage capacity. The City agrees to accept and maintain the drainage facilities of the Detention Project upon completion and to waive all fees not to exceed \$25,000 related to the construction and permitting of this project. The District agrees to mow and maintain the detention facility real property that will be owned by The District or its assigns.

Section 5.02: Covenant of Further Cooperation. The District and the City covenant and agree to cooperate to accomplish the purpose and intent of this Agreement related to the completion of the Project, and further, to cooperate on other utility projects that are related to the Project, the detention pond project, the Calder Road expansion project, as well as the Ramp Reversal Project, to facilitate the timely and economical completion of such projects by the City and District.

## ARTICLE VI GENERAL PROVISIONS

Section 6.01: Representations. The District and the City hereby acknowledge and represent and warrant to each other: (i) each has had the opportunity to consult with legal counsel of their own choice and has been afforded an opportunity to review and negotiate this Agreement with assistance of their legal counsel, (ii) each has reviewed this Agreement, and fully understands the effects hereof and all terms and provisions contained herein, (iii) each has executed this Agreement of its own free will and volition, and (iv) this Agreement shall be construed as if jointly drafted by the District and the City.

Section 6.02: Entire Agreement. This Agreement embodies the final, entire Agreement between the parties hereto regarding the subject matter of this Agreement, and supersedes any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to the subject matter thereof. This Agreement may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties hereto. There are no oral Agreements among the parties to this Agreement pertaining to the subject matter of this Agreement. The provisions of this Agreement may be amended or waived only by an instrument in writing signed by the parties hereto.

Section 6.03: Notices. All notices, requests, demands and other communications under this Agreement shall be given by electronic or facsimile transmission confirmed by mailing written confirmation and hand delivery to an officer of the receiving party as follows:

IF TO DISTRICT:

Galveston Management District No. 1  
SK Law  
1980 Post Oak Boulevard, Suite 1380  
Houston, Texas 77056

WITH A COPY TO:

John Meador  
101 League City I-45/646, L.P.  
6108 Brittmore Road  
Houston, Texas 77041

IF TO CITY:

John Baumgartner  
Deputy City Manager  
City of League City  
300 West Walker  
League City, Texas 77573  
(281) 554-1414



WITH A COPY TO:

Arnold Polanco  
Ross, Banks, May, Cron & Cavin, P.C.  
2 Riverway, Suite 700  
Houston, Texas 77056

Section 6.04: Amendments and Waiver. Any provision of this Agreement may be amended or waived, provided such amendment or waiver is in writing and is signed by the District and the City. No course of dealing on the part of the parties, nor any failure of delay by one or more of the parties, with respect to exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, except as otherwise provided in this section.

Section 6.05: Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

Section 6.06: Successors and Assigns. All covenants and agreements contained by or on behalf of a party in this Agreement shall bind its successors and assigns and shall inure to the benefit of the other parties, their successors and assigns. The parties may assign their rights and obligations under this Agreement or any interest herein, only with the prior written consent of the other parties, and any assignment without such prior written consent, including any assignment by operation of law, is void and of no effect.

Section 6.07: Exhibits, Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or to the agreement between the parties hereto. Any reference herein to a Section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

Section 6.08: Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect.

Section 6.09: Entire Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY THE EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 6.10: Term. This Agreement shall be in force and effect from the date of execution hereof for a term expiring on the date that the Project is complete and all Project Funds have been paid in full.

Section 6.11: Time of the Essence. Time is of the essence with respect to the obligation of the parties to this Agreement.

Section 6.12: Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent shall not be unreasonably conditioned, withheld or delayed.

Section 6.13: Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed original, but such counterparts together shall constitute but one and the same instrument.

Section 6.14: Legal Costs. If any party hereto is the prevailing party in any legal proceedings against another party brought under or with relation to this Agreement, such prevailing party shall additionally be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party to such proceedings.

Section 6.15: Further assurances. Each party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date and year set forth on the first page hereof.

CITY OF LEAGUE CITY, TEXAS

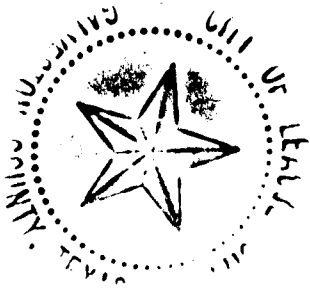
By: \_\_\_\_\_

*John Baungartner*  
John Baungartner  
Deputy City Manager

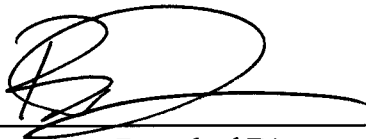
ATTEST:

By: \_\_\_\_\_

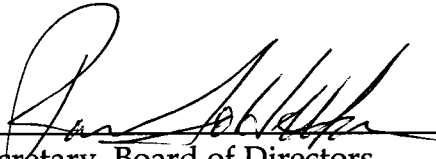
*Liana M. Stapp*  
Liana M. Stapp  
City Secretary



GALVESTON COUNTY MANAGEMENT  
DISTRICT NO. 1

By:   
President, Board of Directors

ATTEST:

By:   
Secretary, Board of Directors

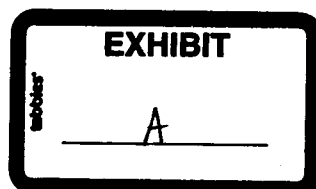


(SEAL)

Attachments:      Exhibit "A" - Project description  
                         Exhibit "B" - Segments A & B  
                         Exhibit "C" - Right of Way Deed  
                         Exhibits "D-1" and "D-2" - Segment C  
                         Exhibit "E" - Calder Road - parcels 4 and 6

**EXHIBIT "A" PROJECT DESCRIPTION:  
SUMMARY OF BROOKPORT PROJECT COSTS  
AFTER CONSTRUCTION BIDS**

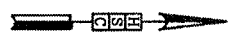
	DESCRIPTION	ALT #	AMOUNT	SUBTOTALS	INITIAL APPROVED ITEM TOTALS
<b>PAID ITEMS:</b>					
DESIGN:			198,021		
APPRAISALS:			5,000		
NEW QUEST ROW:			61,000		
<b>TOTAL PAID ITEMS:</b>				264,021	
<b>PROJECTED COSTS (UNPAID)</b>					
WATER AND SEWER DESIGN:			35,000		
ROW (SMALL TRACT)			10,000		
MATERIALS TESTING(EST)			45,000		
CONSTRUCTION (D AND W)			2,161,192		
<b>TOTAL PROJECTED COSTS(UNPAID):</b>				2,251,192	
CONTINGENCY:				108,060	
<b>TOTAL PROJECTED COSTS (PAID AND UNPAID):</b>					2,623,273
<b>PROJECT ALTERNATES:</b>					
<b>SANITARY SEWER:</b>					
CALDER TO BROOKPORT ALONG BLD PKWY: (CITY CONSTRUCTION)		1	163,790		
BLD PKWY TO SOUTH PL (ALONG BROOKPORT):(CITY CONSTRUCTION)		2	126,240		
N OF BLD PKWY TO LIFT STATION:(CITY CONSTRUCTION)		4	146,080		
				436,110	
WATER LINE LOOP BLD PKWY TO SOUTH PL		7	184,360		184,360
STAMPED CONCRETE IN ROTARY:		5	16,325		16,325
<b>SIDEWALKS:</b>					
MARBLE COVE TO PP SOUTH PROPERTY LINE:					
(BAYVIEW SIDEWALKS):(CITY OPTIONAL CONSTRUCTION)		6	51,140		
SIDEWALKS ON EAST AND WEST SIDE OF BROOKPORT:(DISTRICT CONSTRUCTION)		3	80,652		
				131,792	
PLACEMENT OF FILL		8	15,034		
<b>NOTE: BASE CONSTRUCTION COST OF \$22,948 SAVINGS OF:</b>					(7,914)
<b>SUBTOTAL ALTERNATES (ALL OTHER ALTERNATES)</b>				567,902	
<b>TOTAL PROJECT COST WITH CONSTRUCTION ALTERNATES:</b>					2,816,044



RESTRICTED RESERVE "B"  
BLOCK 2  
BIG LEAGUE DREAMS  
VOL. 2009A, PG. 79  
M.R.G.C.

LINE	DISTANCE	BEARING
L1	21.78'	S 28°29'27" W
L2	50.68'	S 16°56'40" E
L3	36.24'	S 28°42'10" E
L4	79.03'	S 32°01'27" E
L5	27.61'	S 28°42'10" E
L6	90.29'	S 33°16'55" E
L7	99.47'	S 87°06'33" W
L8	55.99'	N 32°16'21" W
L9	107.51'	N 28°42'10" W
L10	49.82'	N 16°56'40" W
L11	21.62'	N 80°50'56" W

CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C1	1153.00	00°44'59"	14.74	7.37	N 75°58'57" E	14.74
C2	1153.00	06°03'53"	120.03	60.07	N 75°58'57" E	119.97
C3	955.00	12°45'50"	212.86	106.77	N 23°19'25" E	212.72
C4	125.00	46°53'43"	102.31	54.22	S 55°28'18" E	98.46
C5	140.00	89°18'44"	242.67	164.63	S 28°15'48" E	213.41
C6	125.00	50°05'44"	108.29	58.42	S 04°39'18" E	105.84
C7	505.00	33°28'39"	295.07	151.86	S 48°28'28" E	290.89
C8	595.00	21°29'53"	223.25	112.95	S 52°29'53" E	221.94
THIS LINE INTENTIONALLY LEFT BLANK						
C10	505.00	24°33'49"	216.50	109.94	N 50°53'54" W	214.65
C11	595.00	31°27'06"	326.63	167.54	N 47°27'14" W	322.54
C12	125.00	46°57'22"	102.44	54.29	N 59°45'02" W	99.60
C13	140.00	89°37'17"	243.42	165.73	N 28°25'04" W	213.90
C14	125.00	50°05'44"	108.29	58.42	N 04°39'18" W	105.84
C15	1045.00	12°45'50"	232.70	116.63	N 23°19'25" W	232.22

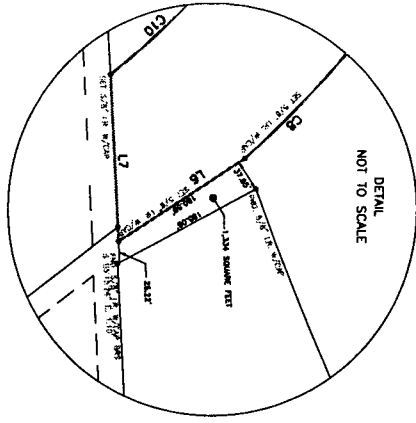


INTERSTATE HIGHWAY 45  
(VARIABLE WIDTH RIGHT-OF-WAY)  
110' 5/8" 1/4" W/200'  
110' 5/8" 1/4" W/200'  
110' 5/8" 1/4" W/200'

3.8416 ACRES  
PROPOSED BROOKPORT ROAD  
(VARIABLE WIDTH R.O.W.)  
PORTION OF  
CALLED 61.973 ACRES  
G.C.C.F. NO. 2013000244

CALLED 61.973 ACRES  
G.C.C.F. NO. 2013000244

CALLED 61.973 ACRES  
G.C.C.F. NO. 2013000244



DETAIL  
NOT TO SCALE

RESTRICTED RESERVE "C"  
FINAL PLAT  
BAY VIEW SECTION 1, MAP NO. 2  
PLAT REC. 2009A, MAP NO. 2  
M.R.G.C.

RESIDUE OF  
CALLED 80.1129 ACRES  
G.C.C.F. NO. 2008075216

- NOTES:
1. This survey was performed in connection with the commitment for title insurance furnished by Fidelity-TM FTH-18-1041007516, Dated July 28, 2012.
  2. Boundary information based on Texas State Plane 4204, Derived from CDEIS and TSLM.
  3. Surveyor did not obstruct tract.
  4. ( ) indicates deed or plat call.
  5. Based on graphical plotting no portion of this tract lies within a 100' road right-of-way as designated on the map issued by the Federal Emergency Management Agency under Community Flood Number 485481 0030 E 1998. The map shows the area affected by 100' year flood hazard zone. If field elevations on the tract were determined to be below base flood elevation as designated on the map, the tract may be subject to change as decided studies become available and/or wetland or channel conditions change.
  6. Tract being more particularly described by separate metes and bounds. See HSC file number R12-045,000.
  7. Revised September 18, 2013.
  8. Revised September 20, 2013.



*Bryan K. Lunell*  
Registered Professional Land Surveyor

BAY COLONY TOWN CENTER  
SECTION TWO  
PLAT REC. 2007A, MAP NO. 23  
M.R.G.C.

**H HOVIS**  
**S SURVEYING**  
**C COMPANY**  
Land Surveys - Computer Mapping  
5000 Calhoun - Spring, Texas 77379  
(817) 380-8581  
Agriculture - Residential - Industrial - Commercial  
EXEMPT OF PROPOSED BROOKPORT ROAD SITUATED IN  
THE STEPHEN F. AUSTIN STREET, ABSTRACT NUMBER 2,  
CALVESTON COUNTY, TEXAS.  
DATE: AUGUST 21, 2013 SCALE: 1" = 100' JOB NO. 12-045-00  
HSC 0481-C

EXHIBIT

B

DESCRIPTION  
PROPOSED BROOKPORT ROAD

3.8416 acres of land situated in the Stephen F. Austin Survey, Abstract Number 2, Galveston County, Texas, being a portion of that certain called 61.973 acres of land described in deed and recorded in the Official Public Records of Real Property of Galveston County, Texas, under County Clerk's File Number 2013000244, said 3.8416 acres being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with cap found in the Southerly right-of-way line of Big League Parkway (variable width right-of-way) for the most Northerly corner of that certain called Restricted Reserve "B" of Big League Parkway, a subdivision as shown on map or plat recorded under Volume 2005A, Page 79, of the Map Records of Galveston County, Texas, being a curve to the left;

Thence, in an Easterly direction along the Southerly right-of-way line of said Big League Parkway, with said curve to the left, having a central angle of  $00^{\circ}44'39''$ , a radius of 1135.00 feet, an arc length of 14.74 feet, a chord bearing of  $N 75^{\circ}58'57'' E$  and a chord distance of 14.74 feet to a 5/8 inch iron rod with cap set for the POINT OF BEGINNING of the herein described tract of land;

Thence, in an Easterly direction, continuing along the Southerly right-of-way line of said Big League Parkway, with said curve to the left, having a central angle of  $06^{\circ}03'33''$ , a radius of 1135.00 feet, an arc length of 120.03 feet, a chord bearing of  $N 72^{\circ}34'51'' E$  and a chord distance of 119.97 feet to a 5/8 inch iron rod set for an angle point;

Thence,  $S 26^{\circ}29'27'' W$ , a distance of 21.78 feet to a 5/8 inch iron rod with cap set for corner;

Thence,  $S 16^{\circ}56'40'' E$ , a distance of 50.68 feet to a 5/8 inch iron rod with cap set for a point of curvature to the left;

Thence, in a Southerly direction with said curve to the left, having a central angle of  $12^{\circ}45'30''$ , a radius of 955.00 feet, an arc length of 212.66 feet, a chord bearing of  $S 23^{\circ}19'25'' E$  and a chord distance of 212.22 feet to a 5/8 inch iron rod set for a point of tangency;

Thence,  $S 29^{\circ}42'10'' E$ , a distance of 36.24 feet to a 5/8 inch iron rod with cap set for an angle point;

Thence,  $S 32^{\circ}01'27'' E$ , a distance of 79.03 feet to a 5/8 inch iron rod with cap set for a point of curvature to the left;

Thence, in a Southeasterly direction, with said curve to the left, having a central angle of  $46^{\circ}53'43''$ , a radius of 125.00 feet, an arc length of 102.31 feet, a chord bearing of  $S 55^{\circ}28'18'' E$  and a chord distance of 99.48 feet to a 5/8 inch iron rod with cap set for a point of reverse curvature to the right;

Thence, in a Southeasterly direction with said curve to the right, having a central angle of  $99^{\circ}18'44''$ , a radius of 140.00 feet, an arc length of 242.67 feet, a chord bearing of  $S 29^{\circ}15'48'' E$  and a chord distance of 213.41 feet to a point of reverse curvature to the left;



Thence, in a Southerly direction, with said curve to the left, having a central angle of  $50^{\circ}05'44''$ , a radius of 125.00 feet, an arc length of 109.29 feet, a chord bearing of  $S\ 04^{\circ}39'18''\ E$  and a chord distance of 105.84 feet to a 5/8 inch iron rod with cap set for a point of tangency;

Thence,  $S\ 29^{\circ}42'10''\ E$ , a distance of 27.61 feet to a 5/8 inch iron rod with cap set for a point of curvature to the left;

Thence, in a Southeasterly direction with said curve to the left, having a central angle of  $33^{\circ}28'39''$ , a radius of 505.00 feet, an arc length of 295.07 feet, a chord bearing of  $S\ 46^{\circ}26'29''\ E$  and a chord distance of 290.89 feet to a 5/8 inch iron rod with cap set for a point of reverse curvature to the right;

Thence, in a Southeasterly direction, with said curve to the right, having a central angle of  $21^{\circ}29'53''$ , a radius of 595.00 feet, an arc length of 223.25 feet, a chord bearing of  $S\ 52^{\circ}25'53''\ E$  and a chord distance of 221.94 feet to a 5/8 inch iron rod with cap set for a point of non-tangency;

Thence,  $S\ 33^{\circ}16'55''\ E$ , a distance of 90.29 feet to a 5/8 inch iron rod with cap set in a Northerly line of Bay Colony Town Center Section Two, a subdivision as shown on map or plat recorded under Plat Record 2007A, Map Number 23, of the Map Records of Galveston County;

Thence,  $S\ 87^{\circ}06'33''\ W$ , partially along said Northerly line of said Bay Colony Town Center Section Two, a distance of 99.47 feet to a 5/8 inch iron rod with cap set for a point of non-tangent curvature to the left;

Thence, in a Northwesterly direction, with said curve to the left, having a central angle of  $24^{\circ}33'49''$ , a radius of 505.00 feet, an arc length of 216.50 feet, a chord bearing of  $N\ 50^{\circ}53'54''\ W$  and a chord distance of 214.85 feet to a 5/8 inch iron rod with cap set for a point of reverse curvature to the right;

Thence, in a Northwesterly direction with said curve to the right, having a central angle of  $31^{\circ}27'09''$ , a radius of 595.00 feet, an arc length of 326.63 feet, a chord bearing of  $N\ 47^{\circ}27'14''\ W$  and a chord distance of 322.54 feet to a 5/8 inch iron rod with cap set for a point of non-tangency;

Thence,  $N\ 32^{\circ}16'21''\ W$ , a distance of 55.99 feet to a 5/8 inch iron rod with cap set for a point of curvature to the left;

Thence, in a Northwesterly direction with said curve to the left, having a central angle of  $46^{\circ}57'22''$ , a radius of 125.00 feet, an arc length of 102.44 feet a chord bearing of  $N\ 55^{\circ}45'02''\ W$  and a chord distance of 99.60 feet to a 5/8 inch iron rod with cap set for a point of reverse curvature to the right;

Thence, in a Northwesterly direction with said curve to the right, having a central angle of  $99^{\circ}37'17''$ , a radius of 140.00 feet, an arc length of 243.42 feet, a chord bearing of  $N\ 29^{\circ}25'04''\ W$  and a chord distance of 213.90 feet to a 5/8 inch iron rod with cap set for a point of reverse curvature to the left;

Thence, in a Northerly direction, with said curve to the left, having a central angle of  $50^{\circ}05'44''$ , a radius of 125.00 feet, an arc length of 109.29 feet, a chord bearing of  $N\ 04^{\circ}39'18''\ W$  and a chord distance of 105.84 feet to a 5/8 inch iron rod with cap set for a point of tangency;

Thence, N 29°42'10" W, a distance of 107.51 feet to a 5/8 inch iron rod with cap set for a point of curvature to the right;

Thence, in a Northwesterly direction, with said curve to the right, having a central angle of 12°45'30", a radius of 1045.00 feet, an arc length of 232.70 feet, a chord bearing N 23°19'25" W and a chord distance of 232.22 feet to a 5/8 inch iron rod with cap set for a point of tangency;

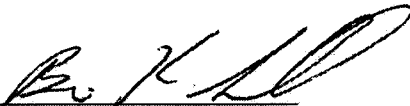
Thence, N 16°56'40" W, a distance of 49.92 feet to a 5/8 inch iron rod with cap set for an angle point;

Thence, N 60°50'36" W, a distance of 21.62 feet to the POINT OF BEGINNING and containing 3.8416 acres of land.

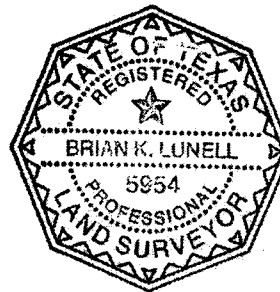
BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NUMBER 4204), BASED ON CORS SITE TXLM.

TRACT BEING SHOWN ON MAP (DRAWING NUMBER HSC 0481-C).

HOVIS SURVEYING COMPANY, INC.  
FIRM LICENSE #10030400

BY: 

Date: September 19, 2013  
Job No.: 12-045-00  
Dwg. No.: HSC 0481-C  
File No.: R12-045.00D  
Revised: September 20, 2013



CALLED 18.394 ACRES  
G.C.C.F. NO. 2011028033

BAY COLONY TOWN CENTER  
SECTION TWO  
PLAT REC. 2007A, MAP NO. 23  
M.R.G.C.

POINT OF BEGINNING  
FND. 5/8" I.R. W/CAF  
FND. 5/8" I.R. W/CAF  
FND. 5/8" I.R. W/CAF  
FND. 5/8" I.R. W/CAF

RESTRICTED RESERVE "B1"  
BAY COLONY TOWN CENTER  
SECTION TWO  
PLAT REC. 2007A, MAP NO. 23  
M.R.G.C.

RESIDUE OF  
CALLED 88.1129 ACRES  
G.C.C.F. NO. 2006075216

RESTRICTED RESERVE "A1-A"  
BAY COLONY TOWN CENTER  
SECTION TWO  
PLAT REC. 2007A, MAP NO. 23  
M.R.G.C.

CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C1	560.00	32°08'19"	314.12	161.31	S 21°07'55" E	310.02
C2	500.00	22°32'27"	196.71	99.64	S 16°19'59" E	195.44
C3	620.00	04°01'01"	43.47	21.74	S 47°07'11" W	43.46
C4	590.00	35°39'12"	367.14	189.73	N 22°53'21" W	361.24
C5	500.00	32°08'19"	280.46	144.03	N 21°07'55" W	276.80

LINE	DISTANCE	BEARING
L1	163.04'	S 05°03'45" E
L2	68.20'	S 52°47'56" W
L3	116.28'	S 44°53'20" E
L4	210.80'	N 05°03'45" W
L5	72.64'	N 87°06'33" E

RESTRICTED RESERVE "C"  
AMENDING PLAT NO. 2  
BAY COLONY TOWN CENTER  
PLAT REC. 2004A, MAP NO. 93  
M.R.G.C.

RESIDUE OF  
CALLED 88.1129 ACRES  
G.C.C.F. NO. 2006075216

CALLLED 1.4968 ACRES  
G.C.C.F. NO. 2009055189

RESTRICTED RESERVE "F"  
AMENDING PLAT NO. 2  
BAY COLONY TOWN CENTER  
PLAT REC. 2004A, MAP NO. 93  
M.R.G.C.

CALLLED 0.1484 OF ONE ACRE  
G.C.C.F. NO. 2003062489

LEGEND:

BL = BUILDING LINE  
DG = DOWN CUT  
ESMT = EASEMENT  
FI = FIRE HYDRANT  
FND = FOUND  
G.C.C.F. NO. = GALVESTON COUNTY CLERK'S FILE NUMBER  
IR = IRON ROD  
IRI = IRON ROD  
M.R.G.C. = MAP RECORDS OF GALVESTON COUNTY  
MUE = MUNICIPAL UTILITY EASEMENT  
PUE = PUBLIC UTILITY EASEMENT

NOTES:

- This survey was performed without the benefit of a current title report therefore all easements and other matters of record which may have been granted may not be shown herein.
- Bearing orientation based on Texas State Plane Coordinate Grid System of 1983 (South Central Zone No. 4204). Derived from CORS site TOLAJ.
- Surveyor did not obstruct tract.
- ( ) indicates dead or plat cut.
- Based on graphical posting no portion of this tract lies within a "100 year flood hazard area" as designated on The National Flood Insurance Program - Flood Insurance Rate Map issued by the Federal Emergency Management Agency under Community Panel Number 485408 0030 C for the City of League City, Texas dated September 22, 1999, however the tract may be affected by the "100 year flood hazard area" if field elevations on the tract were determined to be below base flood elevations as established by FEMA. The "100 year flood hazard area" is subject to change as detailed studies become available and/or enhanced or channel conditions change.
- Tract being more particularly described by separate metes and bounds. See HSC file number 112-045-000.

BAY COLONY PARKSIDE  
SECTION ONE  
PLAT REC. 18  
MAP NO.'S 1164 & 1165  
M.R.G.C.

I hereby certify that this survey was made on the ground, that this plat correctly represents the facts found at the time of survey and that this professional service substantially conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 18 Condition B Survey.



Brian K. Lunell  
Registered Professional Land Surveyor

HOVIS  
SURVEYING  
COMPANY

Land Surveys - Computer Mapping  
9000 Cabbage - Spring, Texas 77378  
(281) 350-8591  
Acreage - Residential - Industrial - Commercial

STANDARD LAND SURVEY OF 2.7141 ACRES OF LAND  
SITUATED IN THE PERRY AND AUSTIN UPPER LEAGUE,  
ABSTRACT NUMBER 19, GALVESTON COUNTY, TEXAS.

DATE: APRIL 15, 2013 SCALE: 1" = 20' JOB NO.: 12-045-00

1204500H.DWG

HSC 146-C

## DESCRIPTION

2.7141 acres of land situated in the Perry and Austin Upper League, Abstract Number 19, Galveston County, Texas, being a portion of that certain called 88.1129 acres of land described in deed and recorded in the Official Public Records of Galveston County, Texas, under County Clerk's File Number 2006075216, said 2.7141 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap found in the Southerly line of that certain called 18.394 acres of land described in deed and recorded in the Official Public Records of Galveston County, Texas, under County Clerk's File Number 2011028033, for the most Westerly corner of that certain called Restricted Reserve "B1" of Bay Colony Town Center Section Two, a subdivision as shown on map or plat recorded under Plat Record 2007A, Map Number 23 of the Map Records of Galveston County, Texas and the Northeasterly corner of said 88.1129 acre tract, from which a found 5/8 inch iron rod with cap bears S 37°12'04" E, 0.76 feet and from which a found 1 inch iron pipe bears S 24°50'35" E, 1.10 feet;

Thence, S 37°12'04" E, along the Southwesterly line of said Restricted Reserve "B1", a distance of 922.01 feet to a 5/8 inch iron rod with cap found for the most Northerly corner of that certain called 1.4968 acres of land described in deed and recorded in the Official Public Records of Galveston County, Texas, under County Clerk's File Number 2009055169 and a point of curvature to the right;

Thence along the Westerly line of said 1.4968 acre tract the following courses and distances:

In a Southeasterly direction, with said curve to the right, having a central angle of 32°08'19", an arc length of 314.12 feet, a radius of 560.00 feet, a chord bearing of S 21°07'55" E and a chord length of 310.02 feet to a 5/8 inch iron rod with cap found for a point of tangency;

S 05°03'45" E, a distance of 163.04 feet to a 5/8 inch iron rod with cap found for a point of curvature to the left;

In a Southeasterly direction, with said curve to the left, having a central angle of 22°32'27", an arc length of 196.71 feet, a radius of 500.00 feet, a chord bearing of S 16°19'59" E and a chord length of 195.44 feet to a 5/8 inch iron rod with cap found in the Northwesterly line of that certain called Restricted Reserve "F" of the Amending Plat No. 2 of Bay Colony Town Center, a subdivision as shown on map or plat recorded under Plat Record 2004A, Map Number 93 of the Map Records of Galveston County, Texas, for the most Southerly corner of said 1.4968 acre tract;

Thence, S 52°47'56" W, along the Northwesterly line of said Restricted Reserve "F" and the Northwesterly line of that certain called 0.1464 of one acre of land described in deed and recorded in the Official Public Records of Galveston County, Texas, under County Clerk's File Number 2003062489, a distance of 68.20 feet to a 1/2 inch iron rod found for the most Westerly corner of said 0.1464 acre tract;

Thence, S 44°53'20" E, along the Southwesterly line of said 0.1464 acre tract, a distance of 116.28 feet to 1/2 inch iron rod found in the Northwesterly right-of-way line of Marble Cove Drive (60 foot right-of-way) as shown on map or plat of Bay Colony Parkside Section One, a subdivision recorded under Plat Record 18, Map Numbers 1164 and 1165 of the Map Records of Galveston County, Texas, for the most Southerly corner of said 0.1464 acre tract;

Thence, in a Southwesterly direction, along the Northwesterly right-of-way line of said Marble Cove Drive, with a non-tangent curve to the right, having a central angle of  $04^{\circ}01'01''$ , an arc length of 43.47 feet, a radius of 620.00 feet, a chord bearing of  $S\ 47^{\circ}07'11''\ W$  and a chord length of 43.46 feet to a 5/8 inch iron rod with cap found for a point of non-tangent curvature to the right;

Thence, in a Northwesterly direction, with said curve to the right, having a central angle of  $35^{\circ}39'12''$ , an arc length of 367.14 feet, a radius of 590.00 feet, a chord bearing of  $N\ 22^{\circ}53'21''\ W$  and a chord length of 361.24 feet to a 5/8 inch iron rod with cap found for a point tangency;

Thence,  $N\ 05^{\circ}03'45''\ W$ , a distance of 210.80 feet to a 5/8 inch iron rod with cap found for a point of curvature to the left;

Thence, in a Northwesterly direction, with said curve to the left, having a central angle of  $32^{\circ}08'19''$ , an arc length of 280.46 feet, a radius of 500.00 feet, a chord bearing of  $N\ 21^{\circ}07'55''\ W$  and a chord length of 276.80 feet to a 5/8 inch iron rod with cap found for a point tangency;

Thence,  $N\ 37^{\circ}12'04''\ W$ , a distance of 906.56 feet to a 5/8 inch iron rod with cap found in the Southerly line of said 18.394 acre tract;

Thence,  $N\ 87^{\circ}06'33''\ E$ , along the Southerly line of said 18.394 acre tract, a distance of 72.64 feet to the POINT OF BEGINNING and containing 2.7141 acres of land.

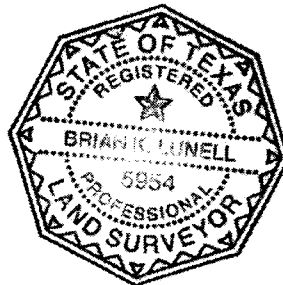
**BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204), DERIVED FROM CORS SITE TXLM.**

**TRACT BEING SHOWN ON MAP (SEE HSC 02028-E-3)**

**HOVIS SURVEYING COMPANY, INC.**

By: *B. K. L.*

Date: September 21, 2012  
Job No.: 12-045-00  
Dwg. No.: HSC 02028-E-3  
File No.: I12-045.00D  
Revised: April 15, 2013



(NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.)

RIGHT-OF-WAY DEED

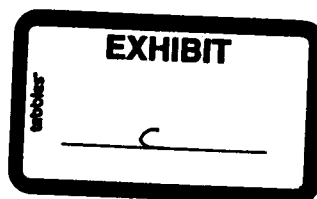
STATE OF TEXAS                                 }  
  }  
COUNTY OF GALVESTON                     }       KNOW ALL MEN BY THESE PRESENTS

THAT Galveston County Management District No. 1 a special district created under Section 59, Article XVI, Texas Constitution, hereinafter "Grantor", of the County of Galveston and State of Texas, for and in consideration of the sum Ten Dollars (\$10.00) to Grantor paid by the City of League City, hereinafter "Grantee", the receipt and sufficiency of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto "Grantee", its successors and assigns, the land described in Exhibit "A" attached hereto and incorporated herein by reference for right-of-way for public roadway, drainage facilities, and/or utility lines, together with all necessary appurtenant facilities, together with the right of constructing, reconstructing, inspecting, maintaining, adding to, or removing said public roadway, drainage facilities and/or utility lines the right to remove from said tract or parcel all trees, shrubs, brush and parts thereof and other obstructions, which may endanger or interfere with the efficiency of said public roadway, drainage facilities, and/or utility lines or appurtenances; and the right of exercising all other rights hereby granted; together with the free right of ingress and egress over and across such property, insofar as such right of ingress and egress is necessary to the proper use of any other right herein granted.

This conveyance is made and accepted expressly subject to all applicable zoning laws, regulations, and ordinances of municipal and/or governmental authorities and all matters and restrictions of record in the Office of the County Clerk of Galveston County, Texas.

TO HAVE AND TO HOLD the right-of-way and rights described herein unto said City of League City, its successors and assigns, forever. Grantor does hereby bind Grantor, and Grantor's successors to warrant and forever defend all and singular the said rights-of-way and rights unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantors, but not otherwise.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.



GALVESTON COUNTY MANAGEMENT  
DISTRICT NO. 1, a special district created under  
Section 59, Article XVI, Texas Constitution

By: \_\_\_\_\_  
Benjamin X. Dolan  
President, Board of Directors

THE STATE OF TEXAS       §  
                                     §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned authority, on this day personally appeared Benjamin X. Dolan, Galveston County Management District No. 1, a special district created under Section 59, Article XVI, Texas Constitution, President, Board of Directors, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said limited liability company and limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_,  
201\_\_.

STAMP NAME AND DATE OF  
OF EXPIRATION OF  
COMMISSION BELOW:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

**EXHIBIT "A"**

**(Attach survey drawing and metes and bounds description)**



(NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.)

RIGHT-OF-WAY DEED

STATE OF TEXAS                                }  
  }  
COUNTY OF GALVESTON                    }       KNOW ALL MEN BY THESE PRESENTS

THAT 101 League City I-45/646, L.P., hereinafter "Grantor", of the County of Harris and State of Texas, for and in consideration of the sum Ten Dollars (\$10.00) to Grantor paid by the Galveston County Management District No. 1, a special district created under Section 59, Article XVI, Texas Constitution, hereinafter "Grantee", the receipt and sufficiency of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto "Grantee", its successors and assigns, the land described in Exhibit "A" attached hereto and incorporated herein by reference for right-of-way for public roadway, drainage facilities, and/or utility lines, together with all necessary appurtenant facilities, together with the right of constructing, reconstructing, inspecting, maintaining, adding to, or removing said public roadway, drainage facilities and/or utility lines the right to remove from said tract or parcel all trees, shrubs, brush and parts thereof and other obstructions, which may endanger or interfere with the efficiency of said public roadway, drainage facilities, and/or utility lines or appurtenances; and the right of exercising all other rights hereby granted; together with the free right of ingress and egress over and across such property, insofar as such right of ingress and egress is necessary to the proper use of any other right herein granted.

This conveyance is made and accepted expressly subject to all applicable zoning laws, regulations, and ordinances of municipal and/or governmental authorities and all matters and restrictions of record in the Office of the County Clerk of Galveston County, Texas.

TO HAVE AND TO HOLD the right-of-way and rights described herein unto said City of League City, its successors and assigns, forever. Grantor does hereby bind Grantor, and Grantor's successors to warrant and forever defend all and singular the said rights-of-way and rights unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantors, but not otherwise.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**101 LEAGUE CITY I-45/646, L.P., a Texas  
limited partnership**

**By: 101 League City I-45/646 GP, L.L.C., a  
Texas limited liability company, its  
General Partner**

**By: \_\_\_\_\_  
John G Meador Jr., President**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS         §**

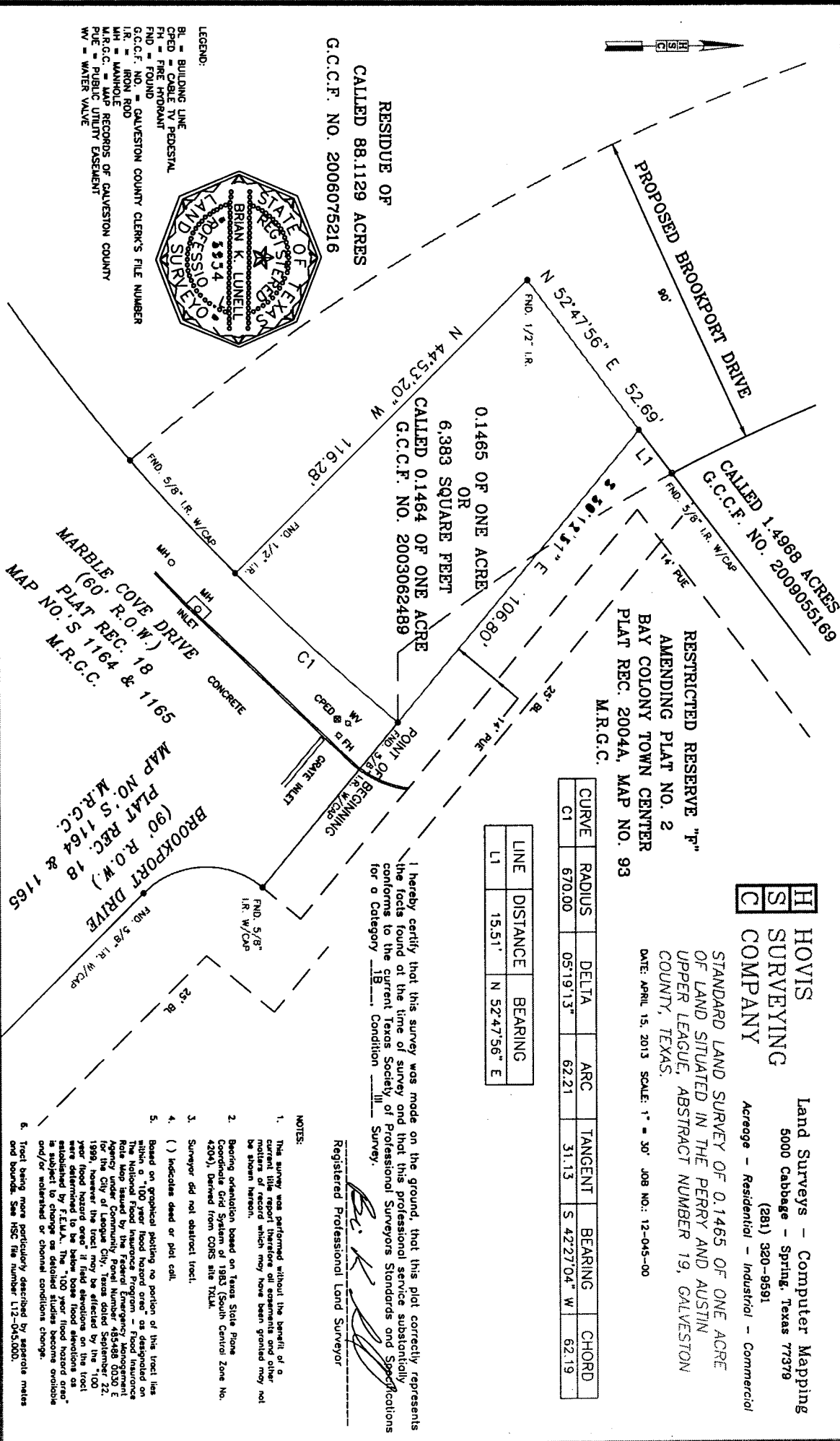
**BEFORE ME, the undersigned authority, on this day personally appeared John G. Meador, Jr., President of 101 League City I-45/646 GP, L.L.C., a Texas limited liability company, General Partner of 101 League City I-45/646, L.P., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said limited liability company and limited partnership.**

**GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_,  
201\_\_\_\_.**

**STAMP NAME AND DATE OF  
OF EXPIRATION OF  
COMMISSION BELOW:**

**\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS**

**EXHIBIT "A"**  
**(Attach survey drawing and metes and bounds description)**



**H** **S** **C**  
**HOVIS**  
**SURVEYING**  
**COMPANY**

Land Surveys - Computer Mapping  
 5000 Cabbage - Spring, Texas 77379  
 (281) 320-9691  
 Acreage - Residential - Industrial - Commercial

STANDARD LAND SURVEY OF 0.1465 OF ONE ACRE  
 OF LAND SITUATED IN THE PERRY AND AUSTIN  
 UPPER LEAGUE, ABSTRACT NUMBER 19, GALVESTON  
 COUNTY, TEXAS.

DATE: APRIL 15, 2013 SCALE: 1" = 30' JOB NO: 12-045-00

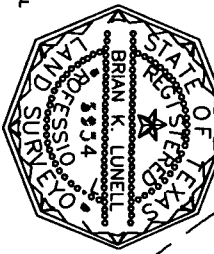
CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C1	670.00	05°19'13"	62.21	31.13	S 42°27'04" W	62.19

LINE	DISTANCE	BEARING
L1	15.51'	N 52°47'56" E

I hereby certify that this survey was made on the ground, that this plot correctly represents the facts found at the time of survey and that this Professional Service substantially conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B Condition III Survey.

Registered Professional Land Surveyor

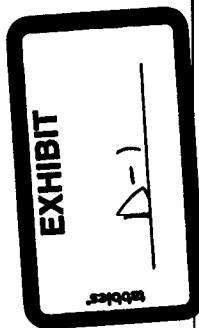
RESIDUE OF  
 CALLED 88.1129 ACRES  
 G.C.C.F. NO. 2006075216



LEGEND:  
 BL - BUILDING LINE  
 CRD - CABLE TV PEDESTAL  
 FH - FIRE HYDRANT  
 FND - FOUND  
 G.C.C.F. NO. - GALVESTON COUNTY CLERK'S FILE NUMBER  
 I.R. - IRON ROD  
 M.H. - MANHOLE  
 M.R.C.C. - MAP RECORDS OF GALVESTON COUNTY  
 PUE - PUBLIC UTILITY EASEMENT  
 WV - WATER VALVE

NOTES:

1. This survey was performed without the benefit of a current title report therefore all easements and other matters of record which may have been granted may not be shown herein.
2. Bearing orientation based on Texas State Plane Coordinate Grid System of 1983 (South Central Zone No. 4204). Derived from COMS site TXLX.
3. Surveyor did not obstruct tract.
4. ( ) indicates deed or plot call.
5. Based on graphical plotting no portion of this tract lies within a "100 year flood hazard area" as designated on The National Flood Insurance Program - Flood Insurance Rate Map issued by the Federal Emergency Management Agency (FEMA) dated September 15, 2009.
6. The "100 year flood hazard area" if field elevations on the tract were determined to be below base flood elevations as established by F.E.M.A. The "100 year flood hazard area" is subject to change as detailed studies become available and/or molars or channel conditions change.



## Description

0.1465 of one acre or 6,383 square feet of land, situated in the Perry and Austin Upper League, Abstract Number 19, Galveston County, Texas, being all of that certain called 0.1464 of one acre of land described in deed and recorded in the Official Public Records of Real Property of Galveston County, Texas, under County Clerk's File number 2003062489, said 0.1465 of one acre of 6,383 square feet of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap found in a Southwesterly line of Restricted Reserve "F" of Amending Plat No. 2 Bay Colony Town Center, a subdivision as shown on map or plat recorded under Plat Record 2004A, Map Number 93 of the Map Records of Galveston County, Texas; for the most Northerly end of Marble Cove Drive (60 foot right-of-way) as shown on map or plat recorded under Plat Record 18, Map Numbers 1164 and 1165 of the Map Records of Galveston County, Texas;

Thence, in a Southwesterly direction, along the Northwesterly right-of-way line of said Marble Cove Drive, with a non-tangent curve to the right, having a central angle of  $05^{\circ} 19' 13''$ , a radius of 670.00 feet, an arc length of 62.21 feet, a chord bearing of  $S 42^{\circ} 27' 04'' W$  and a chord length of 62.19 feet to a 1/2 inch iron rod found for the most Southerly corner of said 0.1464 of one acre tract;

Thence,  $N 44^{\circ} 53' 20'' W$ , along the Southwesterly line of said 0.1464 of one acre tract a distance of 116.28 feet to a 1/2 inch iron rod found for the most Westerly corner of said 0.1464 of one acre tract;

Thence,  $N 52^{\circ} 47' 56'' E$ , a distance of 52.69 feet to the most Westerly Southerly corner of said Restricted Reserve "F", from which a 5/8 inch iron rod with cap found for the most Southerly corner of that certain called 1.4968 acres of land described in deed and recorded in the official Public Records of Real Property of Galveston County, Texas, under County Clerk's File Number 2009055169, bears  $N 52^{\circ} 47' 56'' E$ , 15.51 feet;

Thence,  $S 50^{\circ} 12' 31'' E$ , along a Southwesterly line of said Restricted reserve "F", a distance of 106.80 feet to the POINT OF BEGINNING and containing 0.1465 of one acre or 6,383 square feet of land.

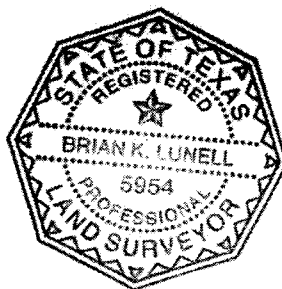
BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NUMBER 4204), BASED ON CORS SITE TXLM.

TRACT BEING SHOWN ON MAP (DRAWING NUMBER HSC 0935-A-2).

HOVIS SURVEYING COMPANY, INC.

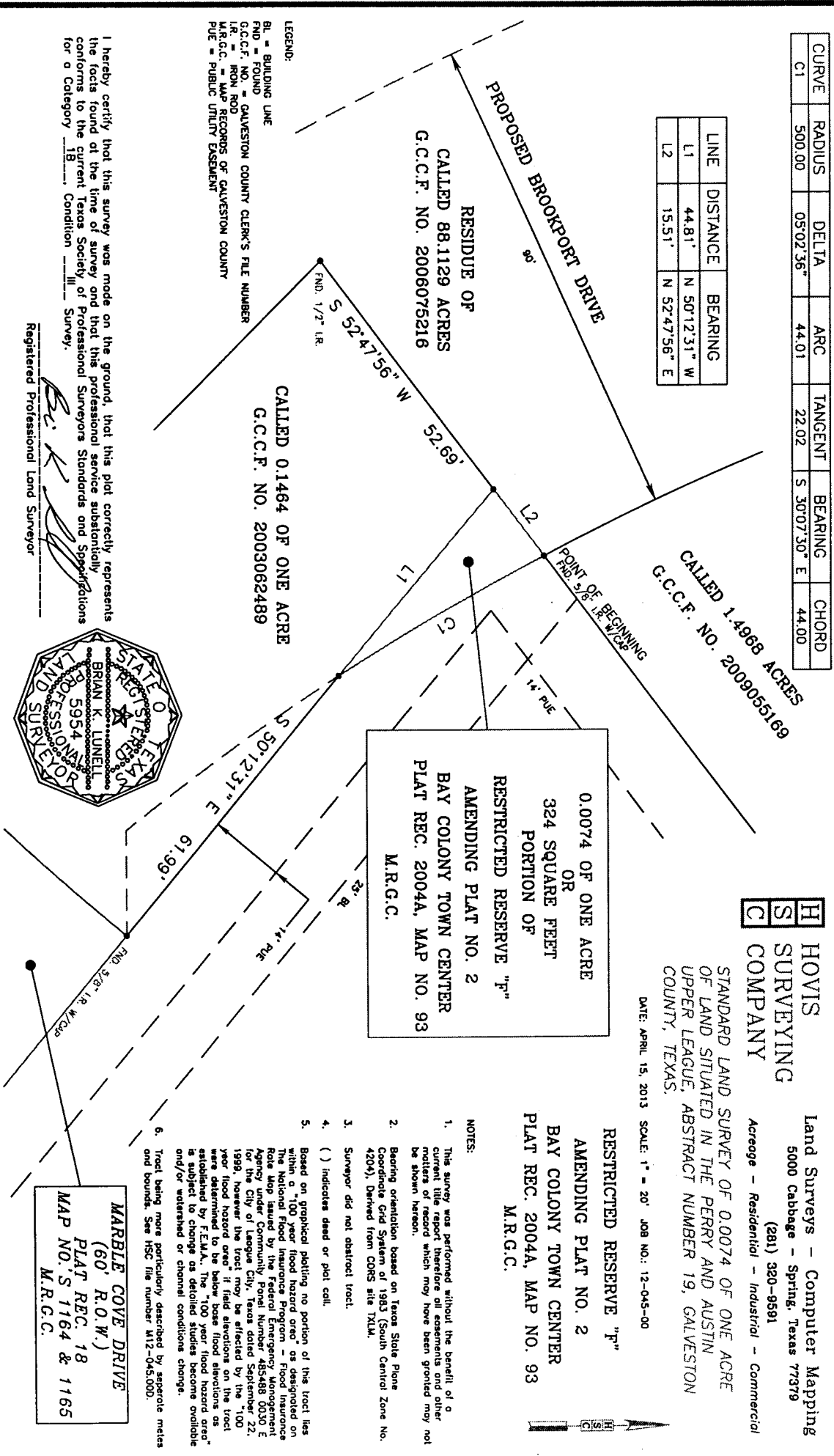
BY: 

Date: April 15, 2013  
Job No.: 12-045-00  
Dwg. No.: HSC 0935-A-2  
File No.: L12-045.00D



CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C1	500.00	05°02'36"	44.01	22.02	S 30°07'30" E	44.00

LINE	DISTANCE	BEARING
L1	44.81'	N 50°12'31" W
L2	15.51'	N 52°47'56" E



**HOVIS**  
**SURVEYING**  
**COMPANY**

Land Surveys - Computer Mapping  
5000 Cabbage - Spring, Texas 77379  
(281) 320-9581  
Acreage - Residential - Industrial - Commercial

STANDARD LAND SURVEY OF 0.0074 OF ONE ACRE  
OF LAND SITUATED IN THE PERRY AND AUSTIN  
UPPER LEAGUE, ABSTRACT NUMBER 19, GALVESTON  
COUNTY, TEXAS.



## Description

0.0074 of one acre or 324 square feet of land, situated in the Perry and Austin Upper League, Abstract Number 19, Galveston County, Texas, being a portion of that certain called Restricted Reserve "F" of Amending Plat No. 2 Bay Colony Town Center, a subdivision as shown on map or plat recorded under Plat Record 2004A, Map Number 93 of the Map Records of Galveston County, Texas, said 0.0074 of one acre of 324 square feet of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap found for the most Southerly corner of that certain called 1.4968 acres of land described in deed and recorded in the official Public Records of Real Property of Galveston County, Texas, under County Clerk's File Number 2009055169;

Thence, in a Southeasterly direction, with a non-tangent curve to the left, having a central angle of  $05^{\circ} 02' 36''$ , a radius of 500.00 feet, an arc length of 44.01 feet, a chord bearing of  $S 30^{\circ} 07' 30'' E$  and a chord length of 44.00 feet to a point in the Northeasterly line of that certain called 0.1464 of one acre tract of land described in deed and recorded in the official Public Records of Real Property of Galveston County, Texas, under County Clerk's File Number 2003062489, from which a 5/8 inch iron rod with cap found for the most Easterly corner of said 0.1464 of one acre tract bears  $S 50^{\circ} 12' 31'' E$ , 61.99 feet;


Thence,  $N 50^{\circ} 12' 31'' W$ , along the Southwesterly line of said 0.1464 of one acre tract, a distance of 44.81 feet to a point in the Northwesterly line of said 0.1464 of one acre tract, from which a 1/2 inch iron rod found for the most westerly corner of said 0.1464 of one acre tract bears  $S 52^{\circ} 47' 56'' W$ , 52.69 feet;

Thence,  $N 52^{\circ} 47' 56'' E$ , a distance of 15.51 feet to the POINT OF BEGINNING and containing 0.0074 of one acre or 324 square feet of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NUMBER 4204), BASED ON CORS SITE TXLM.

TRACT BEING SHOWN ON MAP (DRAWING NUMBER HSC 0935-A-3).

HOVIS SURVEYING COMPANY, INC.

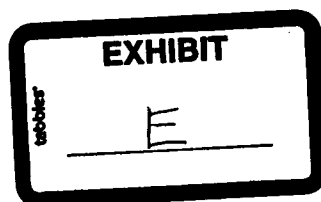
BY: 

Date: April 15, 2013  
Job No.: 12-045-00  
Dwg. No.: HSC 0935-A-3  
File No.: M12-045.00D

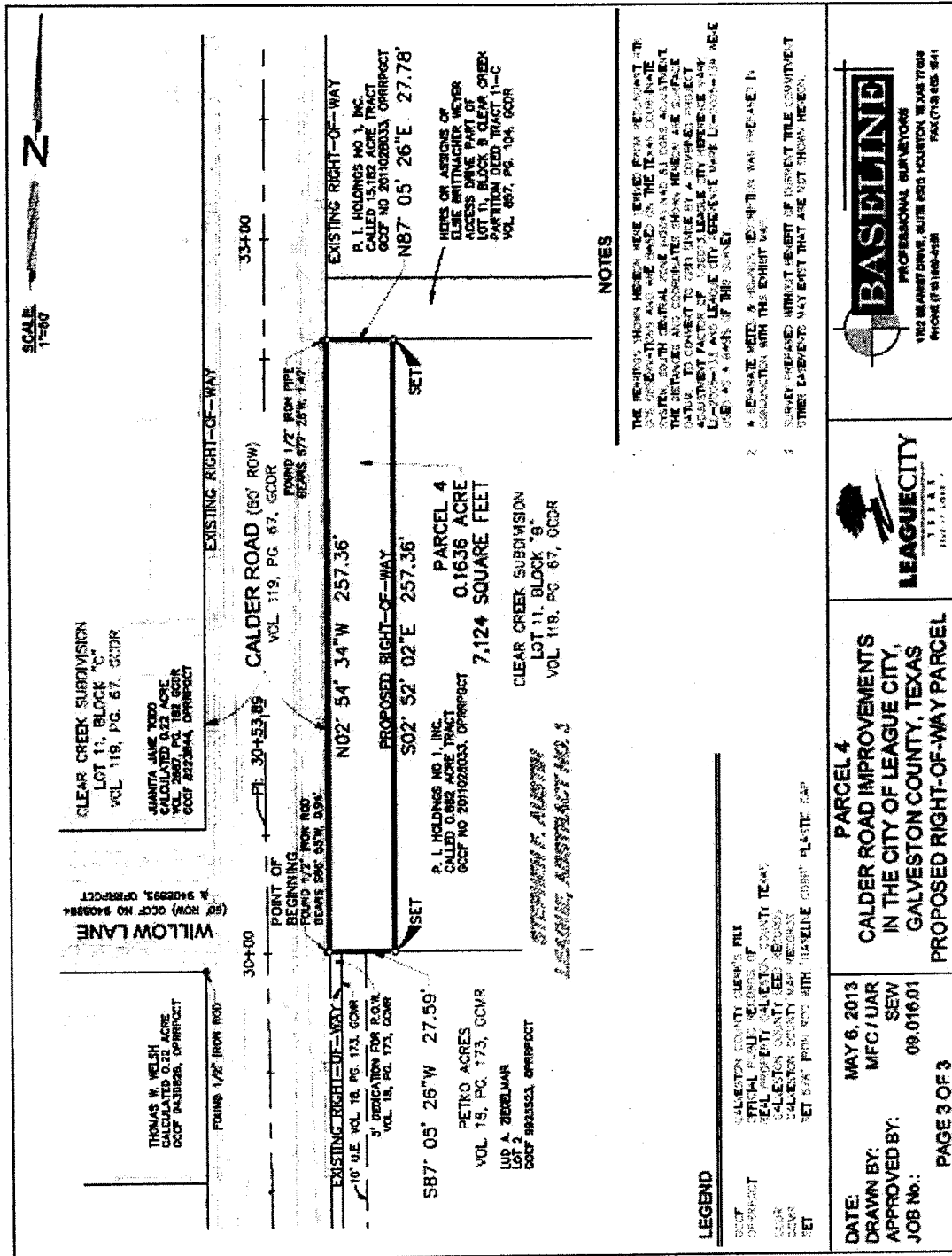


## Property Survey

Calder Road







CALDER ROAD IMPROVEMENTS  
IN THE CITY OF LEAGUE CITY,  
GALVESTON COUNTY, TEXAS  
Page 1 of 3

EXHIBIT 'A'  
PARCEL 4

**BEING** a tract or parcel of land containing 0.1636 of one acre located in the Steven F. Austin League, Abstract No. 3, Galveston County, Texas, being part of Lot 11, Block "B", Clear Creek Subdivision, recorded in Volume 119, Page 67 of the Galveston County Deed Records, said part of Lot 11 described as a 0.882 acre tract in deed to P.I. Holdings No 1, Inc., as recorded in Galveston County Clerk's File (GCCF) Number 2011028033 of the Official Public Records of Real Property, Galveston County, Texas; said 0.1636 of one acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a point for corner on the existing east right-of-way line of Calder Road (50 foot width by the plat of Clear Creek Subdivision recorded in Volume 119, Page 67 of the Galveston County Deed Records), said point for corner being the southwest corner of the 0.882 acre tract and being the northwest corner of a five foot wide right-of-way for Calder Road dedication by plat recorded in Volume 18, Page 173 of the Galveston County Map Records, and from said corner a found one-half inch iron rod bears South 86 degrees 55 minutes West, a distance of 0.94 feet;

**THENCE**, North 02 degrees 54 minutes 34 seconds West, with the west line of said 0.882 acre tract, same being the existing east right-of-way line of Calder Road, 257.36 feet to a point for the northwest corner of said 0.882 acre tract and for the southwest corner of a tract used as an access drive described in Partition Deed to Elsie Brittnacher Weyer recorded in Volume 857, Page 104 of the Galveston County Deed Records, and from said corner a found one-half inch iron pipe bears South 77 degrees 28 minutes West, 1.47 feet;

**THENCE**, North 87 degrees 05 minutes 26 seconds East, with the north line of said 0.882 acre tract and with the south line of said access drive, 27.78 feet to a set five-eighths inch iron rod with "Baseline Corp." plastic cap on the proposed east right-of-way line of Calder Road;

**THENCE**, South 02 degrees 52 minutes 02 seconds East, with the proposed east right-of-way line of Calder Road, 257.36 feet to a set five-eighths inch iron rod with "Baseline Corp." plastic cap on the south line of said 0.882 acre tract same being the north line of Lot 2, Petko Acres recorded in Volume 18, Page 173 of the Galveston County Map Records;

**THENCE**, South 87 degrees 05 minutes 26 seconds West, with the common line of said Lot 2, Petko Acres and said 0.882 acre tract, 27.59 feet to the **POINT OF BEGINNING** and containing 0.1636 of one acre.

CALDER ROAD IMPROVEMENTS  
IN THE CITY OF LEAGUE CITY,  
GALVESTON COUNTY, TEXAS  
Page 2 of 3

EXHIBIT 'A'  
PARCEL 4

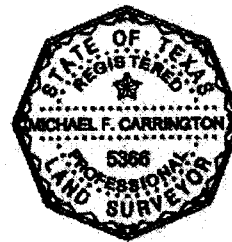
This description was based on an on the ground survey in December of 2010 and prepared in conjunction with an exhibit map prepared by Baseline Corporation with the same date as this description (page 3 of 3 herein).

Bearings shown hereon were derived from redundant RTK GPS observations and are based on the Texas Coordinate System, South Central Zone (4204) NAD 83 CORS adjustment. The distances shown hereon are surface datum. To convert to grid divide by a combined project adjustment factor of 1.00013. League City Reference Mark LC-2005-133 and League City Reference Mark LC-2005-139 were used as a basis of this survey.

May 6, 2013  
By: BASELINE CORPORATION

*Michael F. Carrington*

Michael F. Carrington, RPLS  
Texas Registration No. 5366



## Property Survey

Calder Road



CALDER ROAD IMPROVEMENTS  
IN THE CITY OF LEAGUE CITY,  
GALVESTON COUNTY, TEXAS  
Page 1 of 3

EXHIBIT 'A'  
PARCEL 6

BEING a tract or parcel of land containing 0.1810 of one acre located in the Steven F. Austin League, Abstract No. 3, Galveston County, Texas, being part of Lot 11, Block "B", Clear Creek Subdivision recorded in Volume 119, page 67 of the Galveston County Deed Records, and being part of that certain 15.182 acre tract described in a deed to P.J. Holdings No 1, Inc., as recorded in Galveston County Clerk's File Number 2011028033 of the Official Public Record of Real Property, Galveston County, Texas; said 0.1810 of one acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner on the existing east right-of-way line of Calder Road (50 foot width by the plat of Clear Creek Subdivision recorded in Volume 119, Page 67 of the Galveston County Deed Record, said point for corner being the northwest corner of said 15.182 acre tract and being the southwest corner of that certain 4.836 acre tract described in a deed to William C. Young, et ux recorded in Galveston County Clerk's File Number 9425708 of the Official Public Records of Real Property, Galveston County, Texas, and from said corner a found three-eighths inch iron rod bears South 63 degrees 27 minutes West, 2.35 feet;

THENCE, North 87 degrees 07 minutes 36 seconds East, with the north line of said 15.182 acre tract, same being the south line of said 4.836 acre tract, 28.00 feet to a set five-eighths inch iron rod with "Baseline Corp." plastic cap on the proposed east right-of-way line of Calder Road;

THENCE, South 02 degrees 52 minutes 02 seconds East, with the proposed east right-of-way line of Calder Road, 282.57 feet to a set five-eighths inch iron rod with "Baseline Corp." plastic cap on the south line of said 15.182 acre tract same being on the north line of a Access Drive being part of that tract described to Elsie Brittnacher Weyer by Partition Deed recorded in Volume 857, Page 104 of the Galveston County Deed Records;

THENCE, South 87 degrees 05 minutes 26 seconds West, with the south line of said 15.182 acre tract and with the north line of said Access Drive, 27.80 feet to a point for corner on the existing east right-of-way line of Calder Road, said corner being the common west corner of the 15.182 acre tract and the Access Drive;

THENCE, North 02 degrees 54 minutes 34 seconds West, with the existing east right-of-way line of Calder Road and with the west line of said 15.182 acre tract, 282.59 feet to the POINT OF BEGINNING and containing 0.1810 of one acre.

CALDER ROAD IMPROVEMENTS  
IN THE CITY OF LEAGUE CITY,  
GALVESTON COUNTY, TEXAS  
Page 2 of 3

EXHIBIT 'A'  
PARCEL 6

This description was based on an on the ground survey in December of 2010 and prepared in conjunction with an exhibit map prepared by Baseline Corporation with the same date as this description (page 3 of 3 herein).

Bearings shown hereon were derived from redundant RTK GPS observations and are based on the Texas Coordinate System, South Central Zone (4204) NAD 83 CORS adjustment. The distances shown hereon are surface datum. To convert to grid divide by a combined project adjustment factor of 1.00013. League City Reference Mark LC-2005-133 and League City Reference Mark LC-2005-139 were used as a basis of this survey.

May 6, 2013  
By: BASELINE CORPORATION

*Michael F. Carrington*



Michael F. Carrington, RPLS  
Texas Registration No. 5366

