

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.

ABANDONMENT AND QUITCLAIM DEED

STATE OF TEXAS }
 }
COUNTY OF GALVESTON }

KNOW ALL MEN BY THESE PRESENTS:

THAT the CITY OF LEAGUE CITY, TEXAS, (hereinafter, "Grantor"), in and for consideration of the receipt of TEN DOLLARS (\$10.00.) paid by LEAGUE CITY 210 DEVELOPMENT PARTNERS LP, (hereinafter "Grantee", whether one or more), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has QUITCLAIMED, and by these presents does ABANDON AND QUITCLAIM unto Grantee, all of its right, title, and interest in and to the property described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Abandonment Property"), said Abandonment Property being that certain 40-foot drainage easement conveyed from Mearl L. Jones to the City of League City by instrument filed for record on December 3, 2004 under County Clerk's File No. 200408120 in the Official Public Records of Real Property of Galveston County, Texas approved for abandonment and conveyance by Resolution 2018-_____ under Agenda Item _____ at the City of League City's _____, 2018 Council meeting.

Grantee understands and agrees that Grantor is not making any representations or warranties of any kind or character, express or implied, with respect to the Abandonment Property, including but not limited to, warranties or representations as to habitability, merchantability, fitness for a particular purpose, zoning, physical, environmental or historical condition(s), utilities, operating history or projections, boundary surveys or metes and bounds descriptions, valuations, governmental approvals, or the compliance of the Property with governmental laws. Grantee acknowledges and agrees that Grantor hereby abandons and quit-claims to Grantee and Grantee accepts the Abandonment Property "as is, where is, with all faults.

Grantee further waives any personal claims for damages against Grantor and agrees to defend, save and hold harmless the City from any other claims that may arise against the City as a result of Grantor's abandonment and quitclaim of the Abandonment Property unto Grantee.

FOR GRANTOR (the City of League City, Texas)

EXECUTED this the _____ day of _____, 2018.

John Baumgartner
City Manager

ACKNOWLEDGMENT

STATE OF TEXAS }
 }
COUNTY OF GALVESTON }

Before me, a notary public, on this day personally appeared John Baumgartner, City Manager of the City of League City, Texas, known to me or having proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given my hand and seal of office this _____ day of _____, 2018.

(SEAL)

Notary Public in and for the State of Texas

My Commission Expires: _____

Approved as to form: _____
Nghiem V. Doan
City Attorney

FOR GRANTEE (League City 210 Development Partners LP):

EXECUTED this the _____ day of _____, 2018.

LEAGUE CITY 210 DEVELOPMENT PARTNERS LP
a Delaware limited partnership

By: League City 210 GP Inc.,
an Ontario corporation,
Its general partner

By: Stephen T. Sellers

Name: Stephen T. Sellers

Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF TEXAS }
 }
COUNTY OF GALVESTON }

Before me, a notary public, on this day personally appeared _____,
known to me or having proved to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed.

Given my hand and seal of office this 6TH day of FEBRUARY, 2018.

(SEAL)



Kathy Burton
Notary Public in and for the State of Texas

My Commission Expires: 1/24/2020

Exhibit A

LEGAL DESCRIPTION OF PROPERTY

All that certain 40 foot wide Drainage Easement situated in the JOHN MILES SURVEY, ABSTRACT 55, Galveston County, Texas, being out of a tract described in a deed recorded under Film Code No 009-64-2701 and a tract called Tract 1 in a deed recorded under Film Code No 010-27-2341 both deed recorded in the office of the County Clerk of Galveston Count and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/4 inch iron pipe found marking the West corner of said MILES SURVEY;

THENCE N 49°44'55" E, along the Northwesterly line of said MILES SURVEY a distance of 42 18 feet to a point for corner;

THENCE S 58°44'29" E, parallel to an 40 feet Northeasterly of the Southwesterly line of said MILES SURVEY a distance of 1132 57 feet to a point for corner on the Southeasterly line of said Tract 1;

THENCE S 49°45'31" W, along the Southeasterly line of said Tract 1 a distance of 42 18 feet to a point for corner on the Southwesterly line of said MILES SURVEY;

THENCE 58°44'29" W, along the Southwesterly line of said MILES SURVEY a distance of 1132 56 feet to the POINT OF BEGINNING and being a 40 foot wide Drainage Easement.

**EXHIBIT
1.04 ACRE
40' WIDE DRAINAGE EASEMENT
ACROSS MEARL JONES TRACTS**

SCALE: 1"=300'
NOVEMBER 11, 2004

N 49°44'33" E
10.1350'
P.O.B.
WEST COR.
MILES SURVEY

EARL V. SNYDER et al
TO
MEARL L. JONES
FC NO. 009-84-2701

**JOHN MILES
SURVEY
ABSTRACT NO. 55**

C.L. GORDY et al
TO
MEARL L. JONES
FC NO. 010-27-2341

BEATRICE GORDY
VOL. 1553 PG. 589
G.C.D.R.

WHISPERING LAKES RANCH
SECTION 2, PHASE II
(PROPOSED)



P.O. Box 840, Leesville, MS 38944
901-664-7759 404-793-9030 Fax 601-664-6008

F:\DWG\WHISPERING LAKES\04-1079\04-01\SDS.DWG