

RESOLUTION NO. 2025-42

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CITY OF FRIENDSWOOD TO ADDRESS CHANGES IN THEIR BOUNDARIES AND OTHER RELATED MATTERS, CONTINGENT UPON FRIENDSWOOD CITY COUNCIL ALSO APPROVING THE AGREEMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEAGUE CITY, TEXAS, as follows:

Section 1. The City authorizes an agreement with the City of Friendswood to address changes in their boundaries and other related matters, contingent upon Friendswood City Council also approving the agreement; and an executed copy of the Agreement shall be attached as Exhibit A.

Section 2. The City Manager or his designee is authorized to execute all documents necessary to complete this transaction.

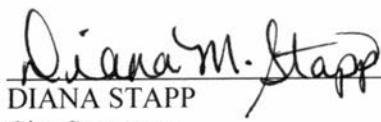
Section 3. All resolutions and agreements and parts of resolutions and agreements in conflict herewith are hereby repealed to the extent of conflict only.

Section 4. It is hereby found and determined that the meeting at which this resolution was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

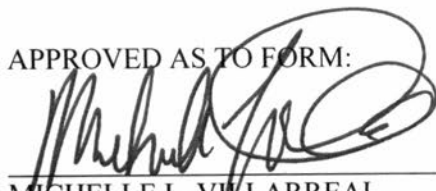
PASSED AND APPROVED the 11th day of February, 2025.

  
\_\_\_\_\_  
NICK LONG  
Mayor

ATTEST:

  
\_\_\_\_\_  
DIANA STAPP  
City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
MICHELLE L. VILLARREAL  
City Attorney



# City of League City, TX

300 West Walker  
League City TX 77573

## Text File

File Number: 25-0082

Agenda Date: 2/11/2025

Version: 1

Status: New Business

In Control: City Council

File Type: Agenda Item

Agenda Number: 9C.

### Title

Consider and take action on a resolution authorizing an agreement with the City of Friendswood to address changes in their boundaries and other related matters, contingent upon Friendswood City Council also approving the agreement (City Attorney)

### ..Background:

Approval of this item will allow an agreement with the City of Friendswood to address changes in their boundaries and other related matters.

On May 19, 2021, League City and Friendswood entered into an agreement for boundary adjustment between the two cities. As part of the 2021 agreement, both cities agreed that Friendswood would pay League City each year by March 1, an amount equal to fifty percent (50%) of the property taxes from the 26.921 acres of land from the Avalon Development. The first payment was due by March 1, 2022, and the final payment is due by March 1, 2041.

In a nearby but unrelated development, Southbrook Land, Inc. owns property that crosses the boundary of Friendswood and League City, specifically about 130.9043 acres in Friendswood. The remaining developable land of Southbrook Land, Inc. is in League City.

League City and Friendswood have decided that it is not practical for Friendswood to provide services to the property due to its unique layout.

Southbrook Land, Inc. is asking Friendswood to remove the 130.9043 acres of its property from its city limits and will request that League City annex the 130.9043 acres of property into its city limits.

Since Friendswood is giving up 130.9043 acres to League City, it requested that League City relinquish its right to the 50% property taxes of the 26.921 acres from the 2021 Interlocal Agreement.

CONTRACT ORIGINATION: Agreement Approved by the City Attorney's Office

### Attachments:

- 1) Proposed Resolution
- 2) Exhibit A - Proposed Interlocal Agreement
- 3) 2021 Interlocal Agreement with Friendswood

**APPROVED**

**FEB 11 2025**

**CITY COUNCIL**

### FUNDING

{x} NOT APPLICABLE

{ } Funds are available from Account # \_\_\_\_\_

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

**RESOLUTION NO. 2025-42**

## **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 this Agreement to follow Chapter 791 of the Government Code, cited as the Interlocal Corporation Act; and

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

WHEREAS, the Parties entered into an Interlocal Agreement for Boundary Adjustment between League City and Friendswood on May 19, 2021 (the "Original Boundary Agreement"), and a copy of the Original Boundary Agreement is attached to this Agreement as Exhibit "A" and is incorporated herein for all intents and purposes; and

WHEREAS, in consideration of the Original Boundary Agreement, the Parties agreed that Friendswood shall pay to League City on or before March 1 of each year, an annual amount equal to fifty percent (50%) of the property taxes generated from the 26.921 acres of land from the Avalon Development, with the first payment being due on or before March 1, 2022, and the final payment being due on or around March 1, 2041; and

WHEREAS, BC-SB Baybrook JV LLC, owns approximately 130.9043 acres in the Friendswood city limits, more specifically described in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes (the "BC-SB Property"); and

WHEREAS, the remaining developable acreage of BC-SB Baybrook JV LLC, is located in the city limits of League City, and the Parties have determined that it is not feasible for Friendswood to provide services to the BC-SB Property given its unique geographical and developable layout; and

WHEREAS, BC-SB Baybrook JV LLC, is petitioning Friendswood for disannexation of the BC-SB Property from its corporate limits (the "Petition"), a copy of which is attached hereto and included herein for all intents and purposes as Exhibit "C"; and will petition for the BC-SB Property to be annexed into the corporate limits of League City, a copy of which is attached hereto and incorporated herein for all intents and purposes as Exhibit "D"; and

WHEREAS, in consideration of the BC-SB Property disannexation from Friendswood and annexed into League City, the Parties agree to terminate any and all payment requirements moving forward addressed in the Original Boundary Agreement; and

WHEREAS, the Parties further agree that the right-of-way as described in Exhibit "E," which is attached hereto and incorporated herein for all intents and purposes (the "ROW Property") should also be disannexed from Friendswood and annexed into League City; and

WHEREAS, to this end, on October 8, 2024, the Harris County Commissioners Court, pursuant to Section 43.147(a) of the Texas Local Government Code, consented to Friendswood's disannexation and to League City's annexation of the ROW Property, which consent is attached hereto as Exhibit "F"; and

WHEREAS based upon the terms and conditions stated herein and in accordance with all applicable law, including, but not limited to Section 43.015 of the Texas Local Government Code, Friendswood and League City desire to make mutually agreeable changes in their respective boundaries with regarding to the BC-SB Property and the ROW Property (collectively the "Property") in order for the Property to be wholly located in League City's incorporated limits;

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 League City city limits.
3. Termination of the Original Boundary Agreement. Upon Friendswood's disannexation of the Property and upon Friendswood remitting payment to League City for tax year 2024 pursuant to the Original Boundary Agreement, the Original Boundary Agreement will terminate, and Friendswood will be relieved of all payment obligations thereunder.
4. Disannexation/Annexation. Friendswood will disannex the Property and will notify League City 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 League City pursuant to Section 42.022(d) of the Texas Local Government Code. Within one hundred twenty (120) days after Friendswood's disannexation of the Property from Friendswood's city limits, League City will take the necessary steps to annex the Property into the League City city limits and will notify Friendswood once such annexation is complete.



5. Official Map. The respective governing bodies of Friendswood and League City shall take appropriate action to effectuate the terms of this Agreement through the adoption of official maps ("Official Maps") showing their respective boundaries as required by the Texas Local Government Code Section 41.001 on or before December 31, 2025.
6. Notice of Official Boundary Change.
  - a. Friendswood 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. League City shall submit for recording in the deed records of Galveston County a certified copy of its ordinance annexing the Property into the League City corporate limits within thirty (30) days after the effective dates of each document.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. No Joint Venture. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture, or trust.
14. 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.

15. 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.
16. Force Majeure. If by reason of Force Majeure the City shall be unable, in whole or in part, to carry out its 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, lock-outs, 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 City, or any other causes not reasonably within the control of the City.
17. 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.
18. 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 19th day of February, 2025.

CITY OF LEAGUE CITY

Signed by:

*John Baumgartner*

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

ATTEST:

Signed by:

*Diana M. Stapp*

DIANA STAPP, City Secretary

APPROVED AS TO FORM:

DocuSigned by:

*Michelle Villarreal*

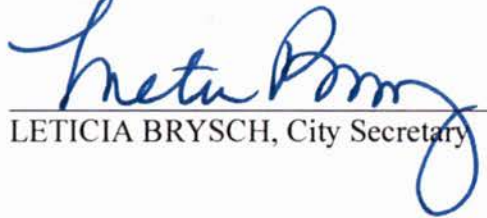
MICHELLE L. VILLARREAL, City Attorney

EXECUTED this 4<sup>th</sup> day of March, 2025.

CITY OF FRIENDSWOOD

  
MORAD KABIRI, City Manager

ATTEST:

  
LETICIA BRYSCH, City Secretary



APPROVED AS TO FORM:

  
KAREN L. HORNER, City Attorney

**EXHIBIT A**

Original Boundary Agreement

EXHIBIT "A"

**INTERLOCAL AGREEMENT FOR BOUNDARY ADJUSTMENT  
BETWEEN LEAGUE CITY AND FRIENDSWOOD**

§  
§  
§  
§

This Interlocal Agreement (the "Agreement") is entered on the date indicated below between the City of League City, Texas (the "League City") and the City of Friendswood ("Friendswood"), collectively known together as the "Parties".

**RECITALS**

**WHEREAS**, the Parties intend this Agreement to follow Chapter 791 of the Government Code, cited as the Interlocal Cooperation Act; and

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

**WHEREAS**, the Avalon Development currently straddles the corporate limits of the Parties, with 59.521 acres being in the corporate limits of Friendswood and 26.921 acres being in the corporate limits of League City; and

**WHEREAS**, the 26.921 acres tract of land from the Avalon Development (the "Property") in League City which is subject to this Boundary Adjustment Agreement and fully described in **Exhibit "A"** attached hereto and incorporated herein for all purposes, is less than 1,000 feet in width; and

**WHEREAS**, Texas Local Government Code Section 43.015 authorizes adjacent municipalities to make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

**WHEREAS**, the Parties have determined that it is not feasible for the League City to provide services to the Property given its unique geographical layout; and

**WHEREAS**, pursuant to Texas, Local Government Code Section 43.015, Friendswood and League City desire to adjust their corporate boundaries lines, whereby League City will release 26.921 acres of land from the Avalon Development, (the "Property"), from its corporate limits to be relinquished to and become a part of the corporate limits of Friendswood and Friendswood will accept this land from League City to become part of the corporate limits of Friendswood;

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

**TERMS**

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 March 1, 2041.



3. Adoption by Ordinance. It is hereby agreed that the respective governing bodies of Friendswood and League City shall adopt by Ordinance this Agreement and its Exhibits on or before May 15, 2021, making mutually agreeable changes in their corporate boundaries, in which League City shall release 26.921 acres of land from the Avalon Development, (the "Property"), from its corporate limits to be relinquished to and become a part of the corporate limits of Friendswood and Friendswood will accept this land from League City to become part of the corporate limits of Friendswood who will provide the required municipal services.
4. Changes in Boundaries. Pursuant to Texas Local Government Code Sections 43.003 and 43.015, Friendswood and League City hereby agree that the boundaries between the cities will be adjusted as depicted in Exhibit "B", which is attached hereto and incorporated herein for all purposes. The Parties agree to protect, preserve and defend the mutually agreeable changes in their boundaries as depicted above.
5. Official Map. The respective governing bodies of Friendswood and League City shall take appropriate action to effectuate the terms of this Boundary Agreement through the adoption of an official map ("Official Map") showing their respective boundaries as required by Texas Local Government Code Section 41.001.
6. Notice of Official Boundary Change. The Parties shall send to the clerk of each county in which the municipality is located a certified copy of this Agreement and Exhibits with the Ordinance adopting and authorizing the execution of this Agreement, and Parties shall file these documents in the deed records of Galveston and Harris Counties within thirty (30) days of adoption
7. Payment by Friendswood. The Parties agree that Friendswood shall pay to League City on or before March 1 of each year, an annual amount equal to fifty percent (50%) of the property taxes generated from the Property, with the first payment being due on or before March 1, 2022, and the final payment being due on or March 1, 2041.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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 brought in



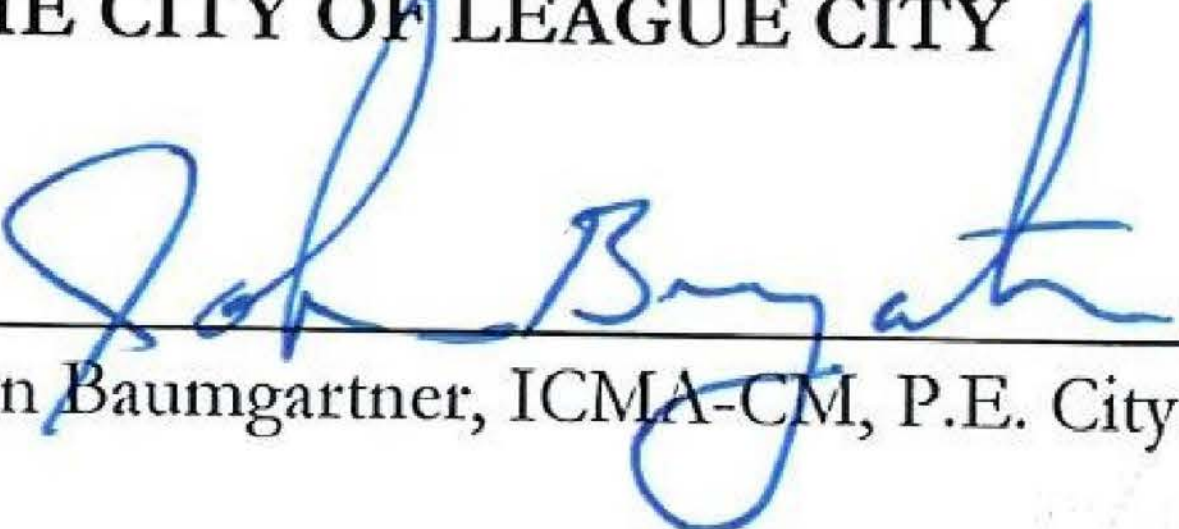
Galveston County, Texas.

13. 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 one and the same instrument.
14. No Joint Venture. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture, or trust.
15. 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.
16. Current Revenues Available. All parties agree that any payments that are made under this Agreement for government functions or services will be made from current revenues available to the paying party.
17. 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.
18. Force Majeure. If by reason of Force Majeure, the City shall be unable in whole or in part to carry out its 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, lock-outs, 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, lighting, 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 City, or any other causes not reasonably within the control of the City.
19. 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.
20. Authority to Bind.
  - a. Each Party represents and warrants for itself that this Agreement, in accordance with the requirements of the Interlocal Cooperation Act and that it 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.

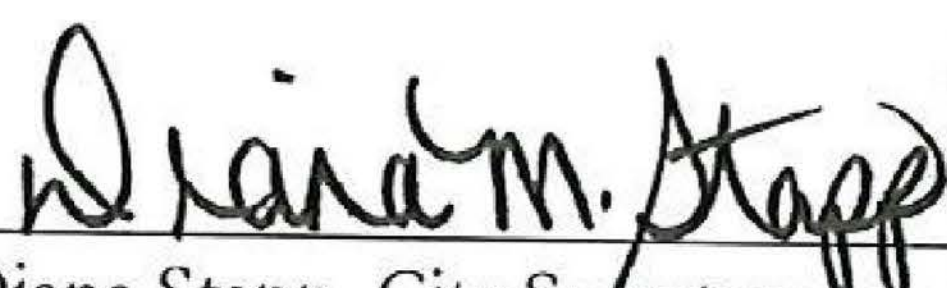


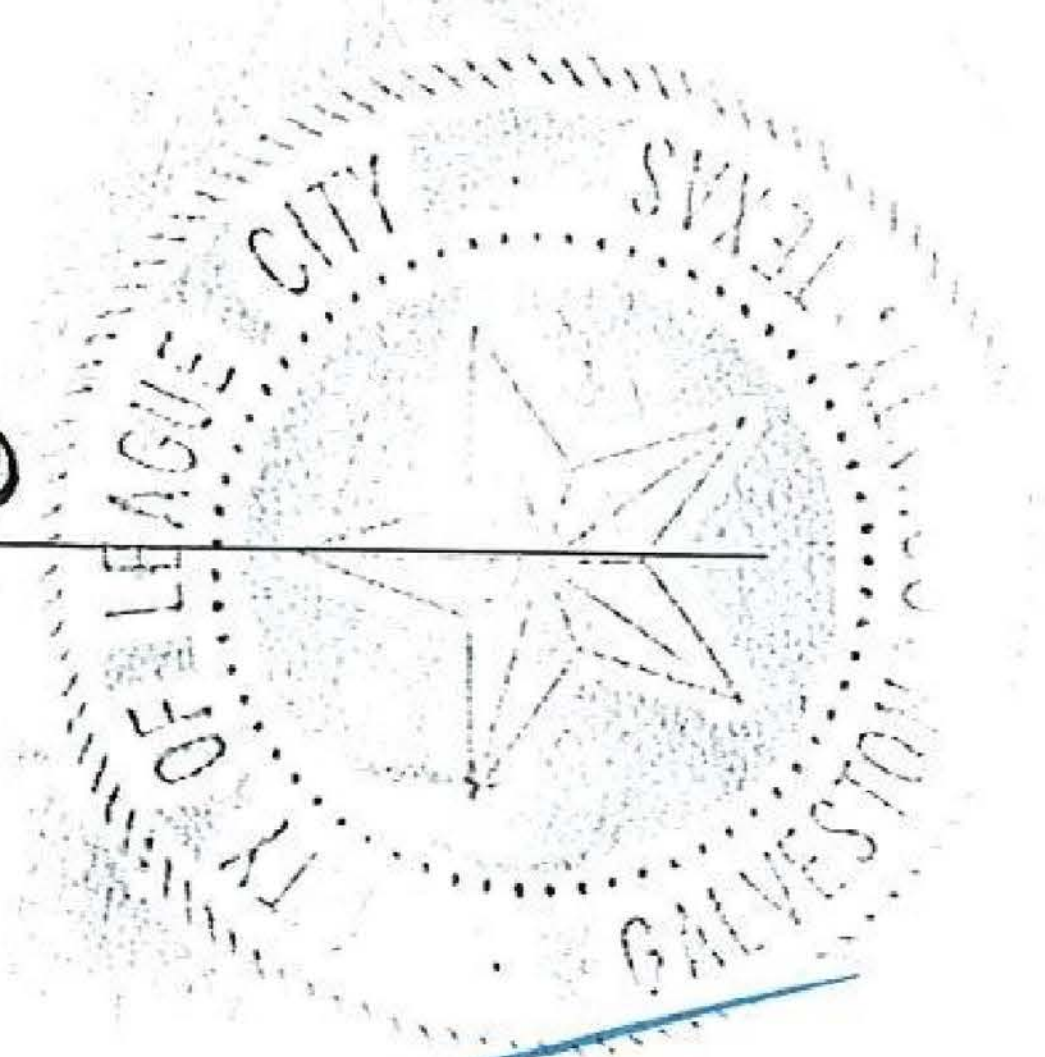
Executed this 19<sup>th</sup> day of May 2021.

**THE CITY OF LEAGUE CITY**

  
John Baumgartner, ICMA-CM, P.E. City Manager

Attest:

  
Diana Stapp, City Secretary



Approved as to Form:

  
Nghiem V. Doan, City Attorney

**THE CITY OF FRIENDSWOOD**


  
Morad Kabiri, City Manager

Attest:

  
Leticia Brysch, City Secretary



Approved as to Form:

  
Mary Kay Fischer, City Attorney



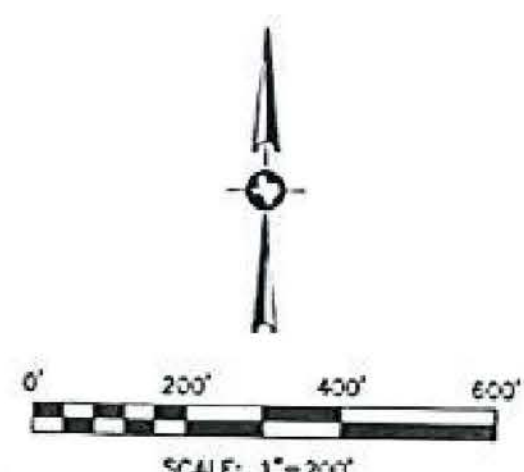
**Exhibit A**

Description of Property

**Exhibit B**

Map showing mutually agreeable changes in Citys’ boundaries





# LEGEND

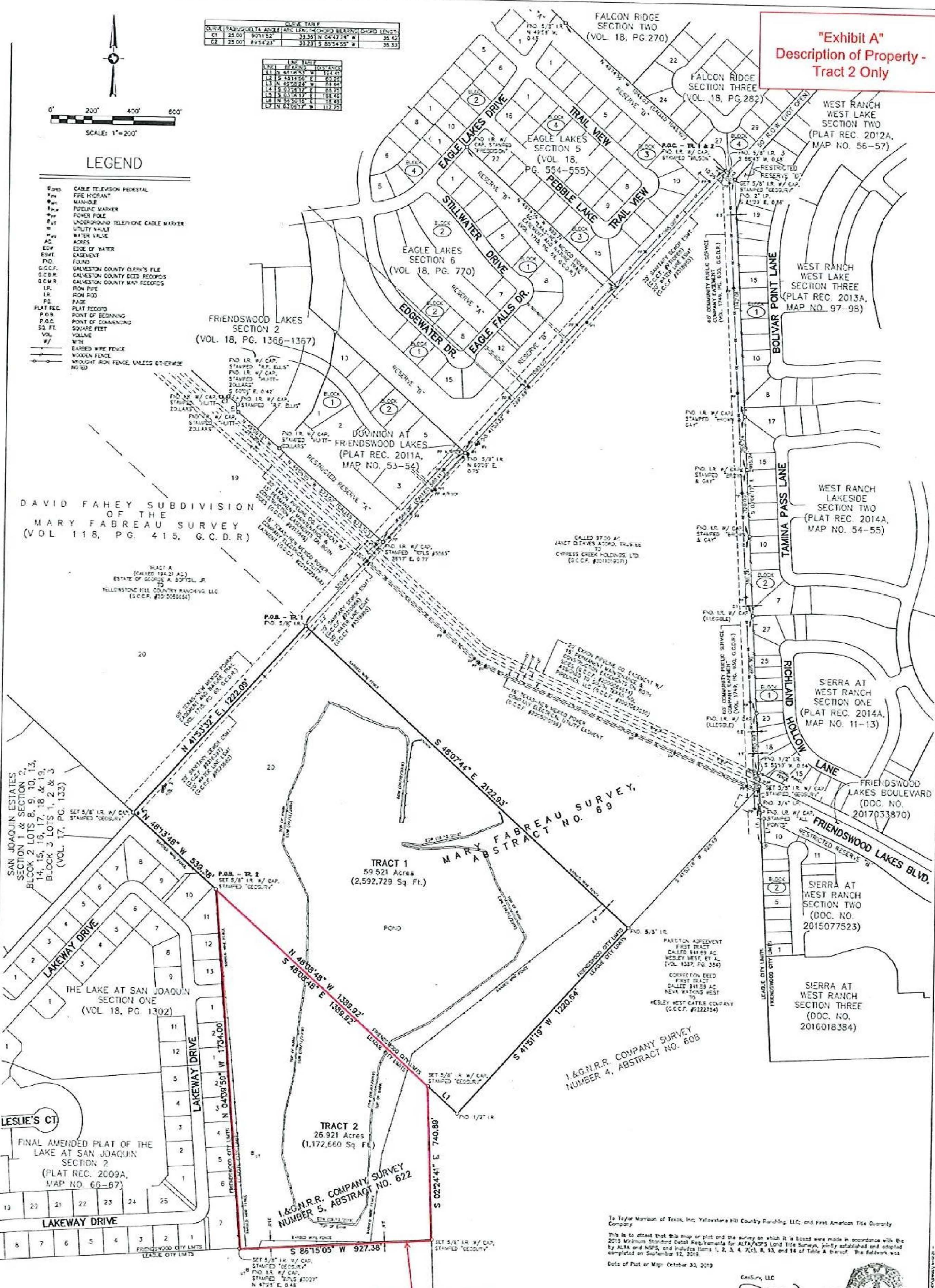
- CABLE TELEVISION FEDESTAL
- FIRE HYDRANT
- MANHOLE
- PIPELINE MARKER
- POWER POLE
- UNDERGROUND TELEPHONE CABLE MARKER
- UTILITY VALVE
- WATER VALVE
- ADDRESS
- EDGE OF WATER
- EASEMENT
- FOUND
- GALVESTON COUNTY CLERK'S FILE
- GALVESTON COUNTY DEED RECORDS
- GALVESTON COUNTY MAP RECORDS
- IRON PIPE
- IRON ROD
- PAGE
- PLAT RECORD
- POINT OF BEGINNING
- POINT OF COMMENCING
- SQUARE FEET
- VOLUME
- WITH
- BARBED WIRE FENCE
- WOODEN FENCE
- WOODEN FENCE, UNLESS OTHERWISE NOTED

CURVE TABLE			
CH	PC	PT	PI
1	25.00	87.1152	32.35
2	25.00	87.1152	32.35

CH	PC	PT	PI
1	25.00	87.1152	32.35
2	25.00	87.1152	32.35

## "Exhibit A" Description of Property - Tract 2 Only



Subject Property

To Taylor Morrison of Texas, Inc., Yellowstone Hill Country Ranching, LLC, and First American Title Guaranty Company:  
This is to attest that this map or plat and the survey on which it is based were made in accordance with the 2013 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(c), 8, 13, and 16 of Table A thereof. The fieldwork was completed on September 12, 2019.  
Date of Plot or Map: October 30, 2019

GeoSurv, LLC  
Dale L. Hardy  
Registered Professional  
Land Surveyor 4547

- NOTES:
- 1) A separate exhibit containing the metes and bounds descriptions of the herein surveyed tracts is attached hereto and made a part hereof for all purposes.
  - 2) This property lies in Zone X, defined by FEMA as areas of minimal flood hazard, as noted from Flood Insurance Rate Map (FIRM) Number 48167000200, effective date August 13, 2019.
  - 3) This survey has been prepared based on Title Commitment provided by First American Title Guaranty Company, CF, #141-11-1770157A, issued October 10, 2019.
  - 4) Bearings shown herein are based on Texas State Plane Coordinates, South Central Zone.
  - 5) At the time of this survey, the herein surveyed tracts have no access to dedicated public right-of-way.
  - 6) Tracts 1 lies within the incorporated limits of the City of Friendswood. Tract 2 lies within the incorporated limits of the City of League City.



P.O. Box 246, League City, Texas 77574  
281-554-7729 409-765-6030 Fax: 281-554-6028  
Firm No.: 10040100



## TRACT 1

All of that certain 59.521 acres (2,592,729 square feet) tract or parcel of land situated in the **MARY FABREAU SURVEY, Abstract Number 69**, Galveston County, Texas, said 59.521 acres tract being out of and a part of a called 194.21 acres tract, called Tract "A", described in that certain Special Warranty Deed from the Estate of George A. Bofysil, Jr. to Yellowstone Hill Country Ranching, LLC recorded in Clerk's File Number 2010059686 of the Official Public Records of Galveston County, Texas, said 59.521 acres tract being more particularly described by metes and bounds as follows, with all bearings based on the Texas State Plane Coordinate System, South Central Zone:

**COMMENCING** at an iron rod with cap stamped "Wilson" found for the most Northerly corner of that same tract, called 97.00 acres, described in that certain Special Warranty Deed from Janet Cleaves Acord, Trustee, to Cypress Creek Holdings, Ltd. recorded in Clerk's File Number 2011019071 of the Official Public Records of Galveston County, Texas, said point being the most Easterly corner of Reserve "B" of **EAGLE LAKES, SECTION 5**, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 554-555, and being at the Southwest line of **FALCON RIDGE, SECTION THREE**, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 282, both recorded in the Office of the County Clerk of Galveston County, Texas, and being at the Northeasterly line of said **MARY FABREAU SURVEY**, the same being the Southwesterly line of the **SARAH McKISSICK SURVEY**, Abstract Number 151, Galveston County, Texas;

**THENCE**, S 41°53'32" W, along the Northwesterly line of said 97.00 acres tract and the Southeasterly line of said **EAGLE LAKES SECTION 5**; of **EAGLE LAKES SECTION 6**, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Volume 18, Page 770; and of **DOMINION AT FRIENDSWOOD LAKES**, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2011A, Map Number 53-54, both in the Office of the County Clerk of Galveston County, Texas, a distance of 2991.68 feet to a 5/8 inch iron rod found for the **POINT OF BEGINNING** and most Northerly corner of the herein described tract, said point being a reentrant corner of said 194.21 acres tract and the most Westerly corner of said 97.00 acres tract;

**THENCE**, S 48°07'44" E, a distance of 2122.93 feet to a 5/8 inch iron rod found for the most Easterly corner of both the herein described tract and of said 194.21 acres tract, said point also being the most Southerly corner of said 97.00 acres tract, being at the Southeasterly line of said **MARY FABREAU SURVEY**, being at Northwesterly line of both the **I.&G.N.R.R. COMPANY SURVEY NUMBER 4**, Abstract Number 608, Galveston County, Texas, and of a called 941.89 acres tract described in that certain Correction Deed from Neva Watkins West to Wesley West Cattle Company recorded in Clerk's File Number 9222784 of the Official Public Records of Real Property of Galveston County, Texas;

**THENCE**, S 41°51'19" W, a distance of 1220.64 feet to an 1/2-inch iron rod found for the most Southerly corner of the herein described tract, of said 194.21 acres tract, and of said **MARY FABREAU SURVEY**, said point also being a reentrant corner of both said **I.&G.N.R.R. COMPANY SURVEY NUMBER 4** and of said 941.89 acres tract;

**THENCE**, N 48°08'53" W, along the Southwesterly line of both said 194.21 acres tract and of said **MARY FABREAU SURVEY**, a distance of 194.41 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set for angle point to the right, said point also being the Northeast corner of a called 26.92 acres tract, called Tract "B", described in the aforementioned Yellowstone Hill Country Ranching, LLC Special Warranty Deed, and being a North corner of both said **I.&G.N.R.R. COMPANY SURVEY NUMBER 4** and of said 941.89 acres tract;

**THENCE**, N 48°08'48" W, along the Southwesterly line of said 194.21 acres tract, a distance of 1389.92 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set for angle point to the left, said point also being the Northwest corner of said 26.92 acres tract and being the Northeast corner of **THE LAKES AT SAN**



JOAQUIN SECTION ONE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1302 in the Office of the County Clerk of Galveston County, Texas; **THENCE**, N 48°13'48" W, along the Southwesterly line of said 194.21 acres tract and the Northeasterly line of said THE LAKES AT SAN JOAQUIN SECTION ONE, a distance of 539.38 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the most Westerly corner of the herein described tract; **THENCE**, N 41°53'32" E, a distance of 1222.09 feet to the **POINT OF BEGINNING** and containing within said boundaries a calculated area of 59.521 acres (2,592,729 square feet) of land.

## TRACT 2

All of that certain 26.921 acres, (1,172,660 square feet) tract or parcel of land situated in the **I.&G.N.R.R. COMPANY SURVEY NUMBER 5**, Abstract Number 622, Galveston County, Texas, said 26.921 acres tract being all of that same certain tract, called 26.92 acres tract, called Tract "B", described in that certain Special Warranty Deed from the Estate of George A. Bofysil, Jr. to Yellowstone Hill Country Ranching, LLC recorded in Clerk's File Number 2010059686 of the Official Public Records of Galveston County, Texas, said 26.921 acres tract being more particularly described by metes and bounds as follows, with all bearings based on the Texas State Plane Coordinate System, South Central Zone:

**COMMENCING** at an iron rod with cap stamped "Wilson" found for the most Northerly corner of that same tract, called 97.00 acres, described in that certain Special Warranty Deed from Janet Cleaves Acord, Trustee, to Cypress Creek Holdings, Ltd. recorded in Clerk's File Number 2011019071 of the Official Public Records of Galveston County, Texas, said point being the most Easterly corner of Reserve "B" of EAGLE LAKES, SECTION 5, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 554-555, and being at the Southwest line of FALCON RIDGE, SECTION THREE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 282, both recorded in the Office of the County Clerk of Galveston County, Texas, and being at the Northeasterly line of said **MARY FABREAU SURVEY**, the same being the Southwesterly line of the SARAH McKISSICK SURVEY, Abstract Number 151, Galveston County, Texas;

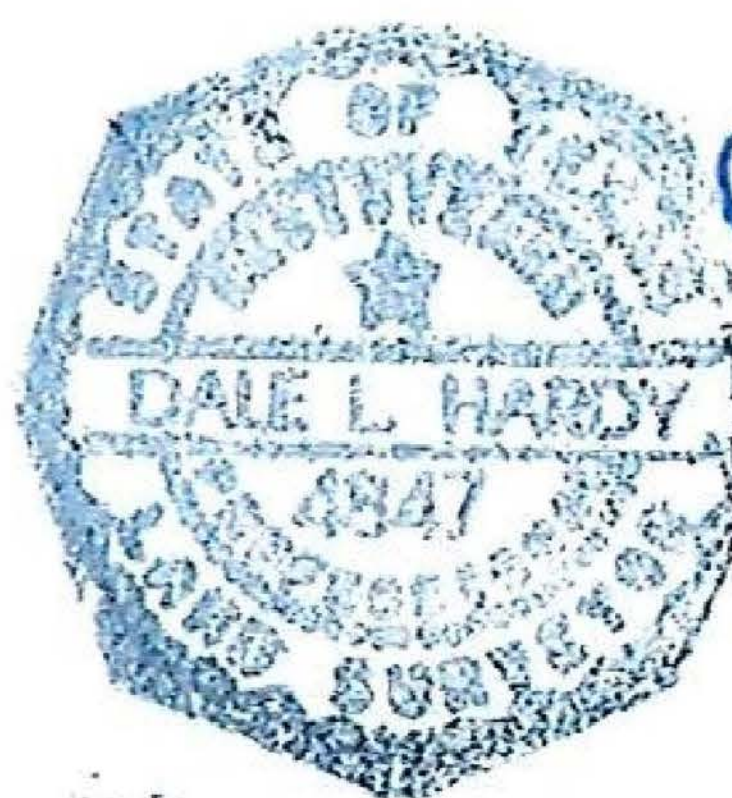
**THENCE**, S 41°53'32" W, along the Northwesterly line of said 97.00 acres tract and the Southeasterly line of said EAGLE LAKES SECTION 5; of EAGLE LAKES SECTION 6, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Volume 18, Page 770; and of DOMINION AT FRIENDSWOOD LAKES, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2011A, Map Number 53-54, both in the Office of the County Clerk of Galveston County, Texas, at 2991.68 feet passing a 5/8 inch iron rod found for the most Westerly corner of said 97.00 acres tract and for a reentrant corner of a called 194.21 acres tract, called Tract "A", described in the aforementioned Yellowstone Hill Country Ranching, LLC Special Warranty Deed, and continuing for a total distance of 4213.77 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking a corner, said point being at the Southwesterly line of said 194.21 acres tract; **THENCE**, S 48°13'48" E, along the Southwesterly line of said 194.21 acres tract and the Northeasterly line of THE LAKES AT SAN JOAQUIN SECTION ONE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1302 in the Office of the County Clerk of Galveston County, Texas, a distance of 539.38 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the **POINT OF BEGINNING**, said point also being the most Northerly corner of said 26.92 acres tract and being the Northeast corner of said THE LAKES AT SAN JOAQUIN SECTION ONE; **THENCE**, S 48°08'48" E, along the Southwesterly line of said 194.21 acres tract, a distance of 1389.92 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the Northeast corner of said 26.92 acres tract, said point also being a Northeast corner of said the **I.&G.N.R.R. COMPANY SURVEY NUMBER 5** and being a North corner of both the **I.&G.N.R.R. COMPANY SURVEY NUMBER 4**,



Abstract Number 608, Galveston County, Texas, and of a called 941.89 acres tract described in that certain Correction Deed from Neva Watkins West to Wesley West Cattle Company recorded in Clerk's File Number 9222784 of the Official Public Records of Real Property of Galveston County, Texas; **THENCE**, S 02°24'41" E, along the East line of said **I.&G.N.R.R. COMPANY SURVEY NUMBER 5** and a West line of both said **I.&G.N.R.R. COMPANY SURVEY NUMBER 4** and of said 941.89 acres tract, a distance of 740.89 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the Southeast corner of said 26.92 acres tract;

**THENCE**, S 86°15'05" W, a distance of 927.38 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the Southwest corner of said 26.92 acres tract, said point also being at the Southeast corner of the **FINAL AMENDED PLAT OF THE LAKE AT SAN JOAQUIN SECTION 2**, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Plat Record 2009A, Map Numbers 66-67 in the Office of the County Clerk of Galveston County, Texas, and from which point a found iron rod with cap stamped "RPLS #5007" bears N 47°28' E, 0.48 feet;

**THENCE**, N 04°39'59" W, along the West line of said 26.92 acres tract and the East line of said **FINAL AMENDED PLAT OF THE LAKE AT SAN JOAQUIN SECTION 2** and of said **THE LAKES AT SAN JOAQUIN SECTION ONE**, a distance of 1734.00 feet to the **POINT OF BEGINNING** and containing within said boundaries a calculated area of 26.921 acres, (1,172,660 square feet) of land.





Dale L. Hardy  
Registered Professional Land Surveyor  
Texas Registration Number 4847

PREPARED  
OCTOBER 30, 2019  
BY  
**DALE L. HARDY / GEOSURV, LLC**  
**REGISTERED PROFESSIONAL LAND SURVEYORS**  
**P.O. BOX 246, LEAGUE CITY, TEXAS 77574**  
**PH 281-554-7739 FAX 281-554-6928 E-MAIL: [dhardy@geosurvellc.com](mailto:dhardy@geosurvellc.com)**  
**FIRM NO. 10040100**

F:\FNAVALON AT FRIENDSWOOD\19-0131\19-0131.DOCX







**EXHIBIT B**

Description of property owned by BC-SB Baybrook JV LLC  
currently located in Friendswood

**BAYBROOK MUNICIPAL UTILITY DISTRICT NO. 1 ANNEXATION  
TRACT M  
METES AND BOUNDS DESCRIPTION  
130.9043 ACRES OUT OF  
THOMAS CHOATE LEAGUE, ABSTRACT 12,  
AUGUST WHITLOCK SURVEY, ABSTRACT 793,  
ROBERT WILSON SURVEY, ABSTRACT 88 AND  
JOHN DICKINSON SURVEY, ABSTRACT 15  
FRIENDSWOOD, HARRIS COUNTY, TEXAS**

All that certain 130.9043 acres being out of Thomas Choate League, Abstract 12, August Whitlock Survey, Abstract 793, Robert Wilson Survey, Abstract 88 and John Dickinson Survey, Abstract 15 and out of Lots 1 – 6 and 9 and 10, Block 1, and Lots 9 and 10, Block 5, Webster Outlots according to the plat thereof as filed in Volume 67, Page 197 Harris County Deed Records, and out of Block 12, Sherman Place according to the plat thereof as filed in Volume 69, Page 231 Harris County Deed Records, Friendswood, Texas being out of that certain called Tract 1 (220.0290 acres) described in a deed dated 01-01-2022 from Clearfield Realty, Inc., a Texas corporation to Clearfield Realty, Inc., a Delaware corporation as filed in the Official Records of Harris County at Clerk's File Number RP-2022-3132 and being more particularly described by metes and bounds as follows (bearings based on Texas Coordinate System of 1983, South Central Zone 4204);

Beginning at a found 5/8" iron rod with cap (stamped Terra Surveying) marking the northeast corner of that certain called 2.672 acre tract described in a deed dated 08-09-1977 from Webster Ranch Corporation to Houston Lighting and Power Company (HL&P) as filed in the Official Records of Harris County at Clerk's File Number F336213 and Film Code Number 178-01-1953 and marking a point on the south right-of-way line of Farm Market Road 528 (F.M. 528) (width varies);

1. Thence N 81° 12' 48" E – 9.50' with the south right-of-way line of said F.M. 528 to a found 5/8" iron rod with cap (stamped C.L. DAVIS – RPLS 4464) marking the beginning of a curve to the right having a radius of 5,669.58' and a central angle of 02° 45' 51";

Thence the following (3) courses with the south right-of-way line of said F.M. 528 as established by that certain Parcel 78 called 0.125 acre tract described in a deed dated 09-02-1994 from Clearfield Realty, Inc. to City of League City as filed in the Official Records of Harris County at Clerk's File Number R070017 and Film Code Number 501-12-0979 and Parcel 62, Part 1 called 0.733 acre tract described in that certain Final Judgment to City of League City as filed in the Official Records of Harris County at Clerk's File Number R249492 and Film Code Number 502-61-2107;

2. Thence with said curve an arc distance of 273.53' and a chord bearing and distance of N 82° 35' 43" E – 273.50' to a found 5/8" iron rod marking the point of a reverse curve to the left having a radius of 11,519.16' and a central angle of 02° 45' 51";

3. Thence with said curve an arc distance of 555.74' and a chord bearing and distance of N 82° 35' 44" E – 555.68' to a found 5/8" iron rod for corner, from which a found 5/8" iron rod bears N 31° 51' 08" W – 0.50' for reference;
4. Thence N 81° 12' 48" E – 615.38' to a point for corner;
5. Thence S 08° 46' 00" E – 500.00' with the common east city limit line of Friendswood and the west city limit line of League City to a point for corner;
6. Thence N 81° 12' 48" E – 790.00' with the common north city limit line of Friendswood and the south city limit line of League City to a point for corner;
7. Thence S 08° 46' 00" E – 602.03' with the common east city limit line of Friendswood and the west city limit line of League City and with the west line of that certain called 17.557 acre tract described in a deed dated 05-14-1999 from Clearfield Realty, Inc. to Baybrook Municipal Utility District No. 1 (BMUD) as filed in the Official Records of Harris County at Clerk's File Number T737635 and Film Code Number 525-76-2835 to a found 5/8" iron rod for corner;
8. Thence S 00° 25' 35" E – 793.42' continuing with the common east city limit line of Friendswood and the west city limit line of League City and with the west line of said BMUD tract to a point for corner;
9. Thence S 87° 14' 57" W – 1,556.20' with the common south city limit line of Friendswood and the north city limit line of League City and the common north line of the John Dickinson Survey, Abstract 15 and the south line of the Robert Wilson Survey, Abstract 88 to a point for corner;
10. Thence S 41° 46' 41" W – 1,517.99' with the common southerly city limit line of Friendswood and the northerly city limit line of League City to a point for corner;
11. Thence N 48° 13' 19" W – 1,411.41' with the easterly line of that certain called 6.822 acre tract as described in a deed dated 08-09-1977 from Webster Ranch Corporation to Houston Lighting and Power Company (HL&P) as filed in the Official Records of Harris County at Clerk's File Number F336215 and Film Code Number 178-01-1962 to a found 5/8" iron rod for corner;
12. Thence N 41° 06' 11" E – 1,498.06' continuing with the easterly line of said called 6.822 acre HL&P tract to a found 5/8" iron rod with cap (stamped C.L. DAVIS – RPLS 4464) for corner, from which a found 5/8" iron rod bears N 67° 59' 40" W – 1.71' for reference;
13. Thence N 02° 57' 32" W – 338.43' (deed 336.25') continuing with the easterly line of said called 6.822 acre HL&P tract to a found 5/8" iron rod with cap (stamped Terra Surveying) for corner;
14. Thence N 86° 58' 32" E – 274.75' (deed 275.00') with the south line of said called 2.672 acre HL&P tract to a found 5/8" iron rod with cap (stamped Terra Surveying) for corner;

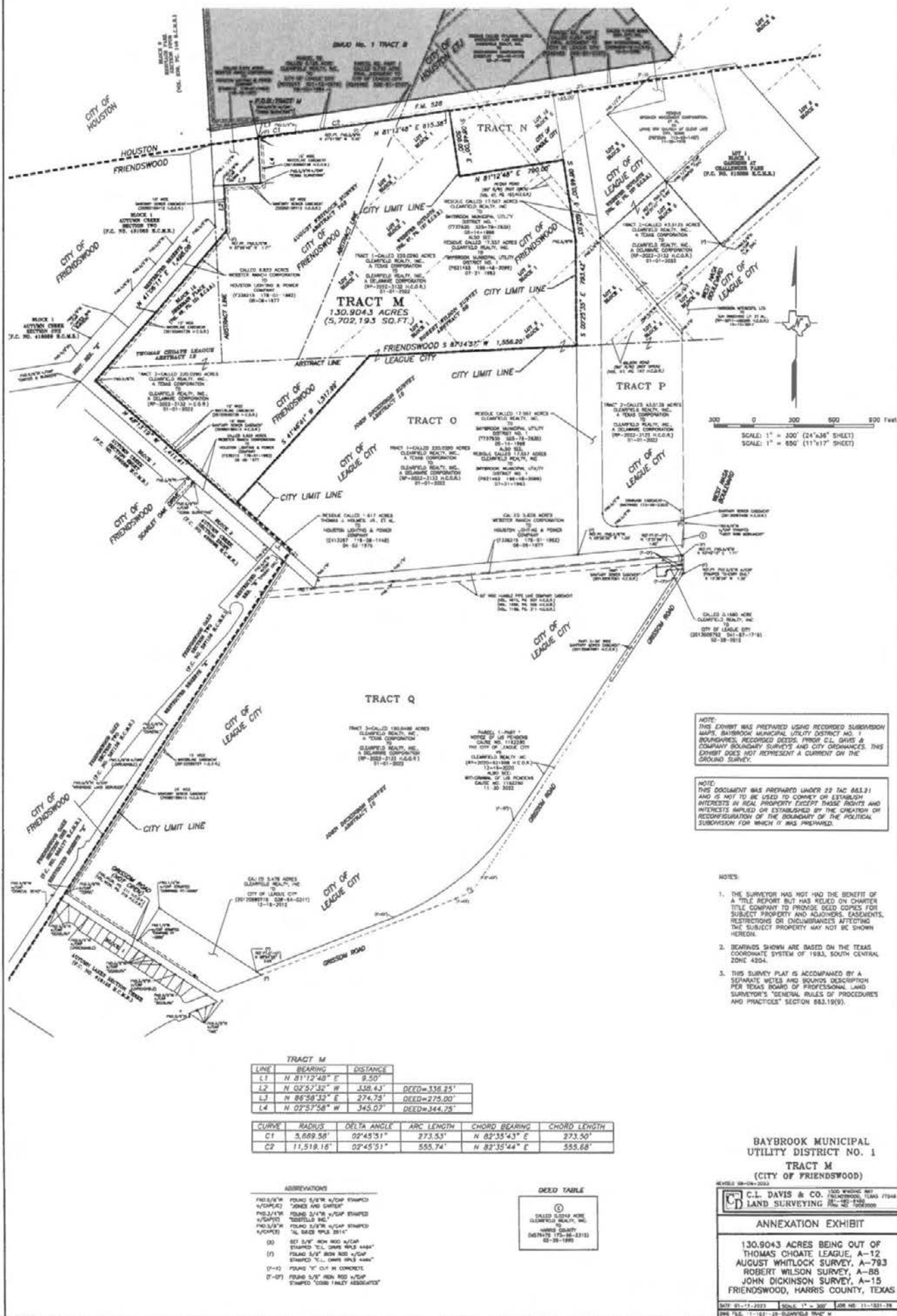
15. Thence N 02° 57' 58" W – 345.07' (deed 344.75') with the east line of said called 2.672 acre HL&P tract to the POINT OF BEGINNING and containing 130.9043 acres (5,702,193 square feet) of land more or less.

This document was prepared under 22 TAC 663.21 and is not to be used to convey or establish interest in real property except those right and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

This metes and bounds description is accompanied by a separate plat, drawing or exhibit per Texas Board of Professional Land Surveyor's "General Rules of Procedures and Practices" Section 663.19(9).

Compiled by: C.L. Davis & Company  
Firm No. 10082000  
Job Number: 11-1031-28-CLEARFIELD TRACT M M&B.Doc  
01-25-2023  
Revised 09-06-2023





**EXHIBIT C**

Petition for Disannexation



PETITION FOR DISANNEXATION FROM  
THE CITY OF FRIENDSWOOD, TEXAS CORPORATE LIMITS

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF  
FRIENDSWOOD, TEXAS:

The undersigned, BC-SB BAYBROOK JV LLC, a Delaware limited liability company (the "Petitioner"), acting pursuant to the provisions of Chapter 43, Texas Local Government Code, particularly Section 43.145 of that Code, together with all amendments and additions thereto, respectfully petition the City Council of the City of Friendswood, Texas (the "City"), for the disannexation of the land described by metes and bounds in **Exhibit A** (the "Land"). In support of this petition, the undersigned would show the following:

I.

The Petitioner holds fee simple title to the Land sought to be disannexed and there are no lienholders on the Land.

II.

Petitioner desires that the Land be disannexed in accordance with Section 43.145 of the Texas Local Government Code and not for failure to provide services as that process is set forth in Section 43.141, Texas Local Government Code.

III.

Petitioner acknowledges that the amount of property taxes and fees collected by the City during the time the Land has been located within the City is less than or equal to the amount of money that the City has spent for the direct benefit of the Land during that same period.

IV.

Petitioner waives any remedies or rights as set forth in law or equity pertaining to recovery of property taxes and fees collected by the City relative to the Land.

V.

Petitioner hereby represents and certifies that the Land is composed of at least three contiguous acres that are unimproved and is adjoining the boundaries of the City.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**BC-SB BAYBROOK JV LLC,**  
a Delaware limited liability company

By: 

Name: Matthew McCafferty

Title: Authorized Signatory

THE STATE OF TEXAS

§

COUNTY OF HARRIS


§

§

This instrument was acknowledged before me on this 5<sup>th</sup> day of February, 2025, by Matthew McCafferty,  
as Authorized Signatory of BC-SB BAYBROOK JV LLC, a Delaware limited liability company, on behalf of said limited liability company.



(NOTARY SEAL)

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

**Attachment: Exhibit A - Description of the Land**

## EXHIBIT A

BAYBROOK MUNICIPAL UTILITY DISTRICT NO. 1 ANNEXATION  
TRACT M  
METES AND BOUNDS DESCRIPTION  
130.9043 ACRES OUT OF  
THOMAS CHOATE LEAGUE, ABSTRACT 12,  
AUGUST WHITLOCK SURVEY, ABSTRACT 793,  
ROBERT WILSON SURVEY, ABSTRACT 88 AND  
JOHN DICKINSON SURVEY, ABSTRACT 15  
FRIENDSWOOD, HARRIS COUNTY, TEXAS

All that certain 130.9043 acres being out of Thomas Choate League, Abstract 12, August Whitlock Survey, Abstract 793, Robert Wilson Survey, Abstract 88 and John Dickinson Survey, Abstract 15 and out of Lots 1 – 6 and 9 and 10, Block 1, and Lots 9 and 10, Block 5, Webster Outlots according to the plat thereof as filed in Volume 67, Page 197 Harris County Deed Records, and out of Block 12, Sherman Place according to the plat thereof as filed in Volume 69, Page 231 Harris County Deed Records, Friendswood, Texas being out of that certain called Tract 1 (220.0290 acres) described in a deed dated 01-01-2022 from Clearfield Realty, Inc., a Texas corporation to Clearfield Realty, Inc., a Delaware corporation as filed in the Official Records of Harris County at Clerk's File Number RP-2022-3132 and being more particularly described by metes and bounds as follows (bearings based on Texas Coordinate System of 1983, South Central Zone 4204);

Beginning at a found 5/8" iron rod with cap (stamped Terra Surveying) marking the northeast corner of that certain called 2.672 acre tract described in a deed dated 08-09-1977 from Webster Ranch Corporation to Houston Lighting and Power Company (HL&P) as filed in the Official Records of Harris County at Clerk's File Number F336213 and Film Code Number 178-01-1953 and marking a point on the south right-of-way line of Farm Market Road 528 (F.M. 528) (width varies);

1. Thence N 81° 12' 48" E – 9.50' with the south right-of-way line of said F.M. 528 to a found 5/8" iron rod with cap (stamped C.L. DAVIS – RPLS 4464) marking the beginning of a curve to the right having a radius of 5,669.58' and a central angle of 02° 45' 51";

Thence the following (3) courses with the south right-of-way line of said F.M. 528 as established by that certain Parcel 78 called 0.125 acre tract described in a deed dated 09-02-1994 from Clearfield Realty, Inc. to City of League City as filed in the Official Records of Harris County at Clerk's File Number R070017 and Film Code Number 501-12-0979 and Parcel 62, Part 1 called 0.733 acre tract described in that certain Final Judgment to City of League City as filed in the Official Records of Harris County at Clerk's File Number R249492 and Film Code Number 502-61-2107;

2. Thence with said curve an arc distance of 273.53' and a chord bearing and distance of N 82° 35' 43" E – 273.50' to a found 5/8" iron rod marking the point of a reverse curve to the left having a radius of 11,519.16' and a central angle of 02° 45' 51";

3. Thence with said curve an arc distance of 555.74' and a chord bearing and distance of N 82° 35' 44" E – 555.68' to a found 5/8" iron rod for corner, from which a found 5/8" iron rod bears N 31° 51' 08" W – 0.50' for reference;
4. Thence N 81° 12' 48" E – 615.38' to a point for corner;
5. Thence S 08° 46' 00" E – 500.00' with the common east city limit line of Friendswood and the west city limit line of League City to a point for corner;
6. Thence N 81° 12' 48" E – 790.00' with the common north city limit line of Friendswood and the south city limit line of League City to a point for corner;
7. Thence S 08° 46' 00" E – 602.03' with the common east city limit line of Friendswood and the west city limit line of League City and with the west line of that certain called 17.557 acre tract described in a deed dated 05-14-1999 from Clearfield Realty, Inc. to Baybrook Municipal Utility District No. 1 (BMUD) as filed in the Official Records of Harris County at Clerk's File Number T737635 and Film Code Number 525-76-2835 to a found 5/8" iron rod for corner;
8. Thence S 00° 25' 35" E – 793.42' continuing with the common east city limit line of Friendswood and the west city limit line of League City and with the west line of said BMUD tract to a point for corner;
9. Thence S 87° 14' 57" W – 1,556.20' with the common south city limit line of Friendswood and the north city limit line of League City and the common north line of the John Dickinson Survey, Abstract 15 and the south line of the Robert Wilson Survey, Abstract 88 to a point for corner;
10. Thence S 41° 46' 41" W – 1,517.99' with the common southerly city limit line of Friendswood and the northerly city limit line of League City to a point for corner;
11. Thence N 48° 13' 19" W – 1,411.41' with the easterly line of that certain called 6.822 acre tract as described in a deed dated 08-09-1977 from Webster Ranch Corporation to Houston Lighting and Power Company (HL&P) as filed in the Official Records of Harris County at Clerk's File Number F336215 and Film Code Number 178-01-1962 to a found 5/8" iron rod for corner;
12. Thence N 41° 06' 11" E – 1,498.06' continuing with the easterly line of said called 6.822 acre HL&P tract to a found 5/8" iron rod with cap (stamped C.L. DAVIS – RPLS 4464) for corner, from which a found 5/8" iron rod bears N 67° 59' 40" W – 1.71' for reference;
13. Thence N 02° 57' 32" W – 338.43' (deed 336.25') continuing with the easterly line of said called 6.822 acre HL&P tract to a found 5/8" iron rod with cap (stamped Terra Surveying) for corner;
14. Thence N 86° 58' 32" E – 274.75' (deed 275.00') with the south line of said called 2.672 acre HL&P tract to a found 5/8" iron rod with cap (stamped Terra Surveying) for corner;

15. Thence N 02° 57' 58" W – 345.07' (deed 344.75') with the east line of said called 2.672 acre HL&P tract to the POINT OF BEGINNING and containing 130.9043 acres (5,702,193 square feet) of land more or less.

This document was prepared under 22 TAC 663.21 and is not to be used to convey or establish interest in real property except those right and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

This metes and bounds description is accompanied by a separate plat, drawing or exhibit per Texas Board of Professional Land Surveyor's "General Rules of Procedures and Practices" Section 663.19(9).

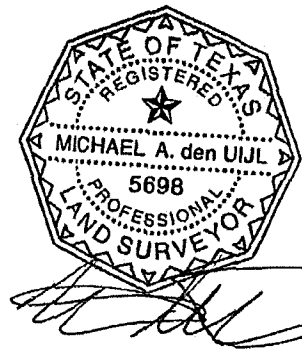
Compiled by: C.L. Davis & Company

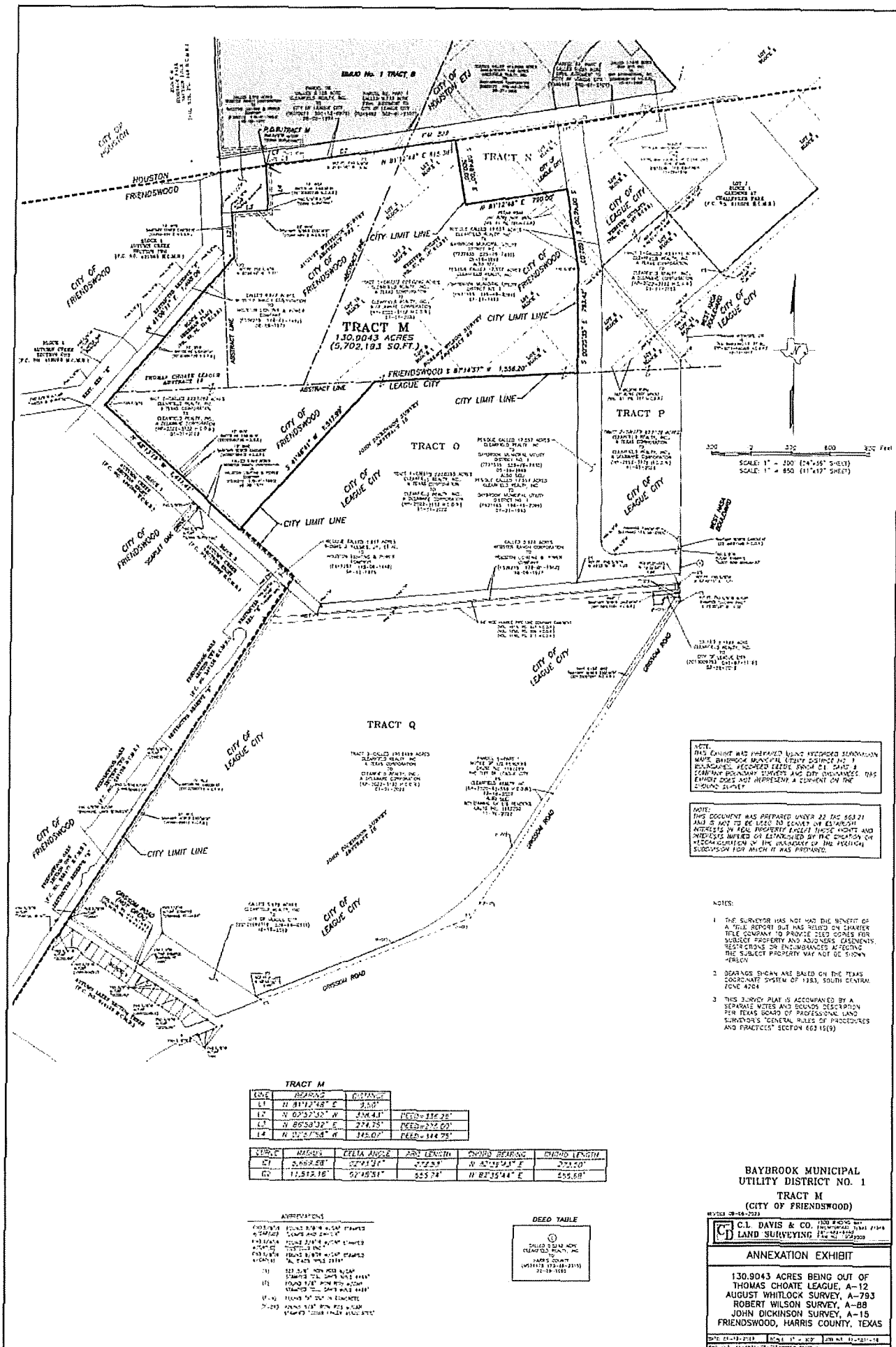
Firm No. 10082000

Job Number: 11-1031-28-CLEARFIELD TRACT M M&B.Doc

01-25-2023

Revised 09-06-2023





**EXHIBIT D**

Petition for Annexation



**PETITION FOR VOLUNTARY ANNEXATION**

TO: THE MAYOR AND GOVERNING BODY OF THE CITY OF LEAGUE CITY,  
TEXAS

The undersigned owner of the hereinafter described tract of land hereby petitions your honorable body to extend the present municipal limits so as to include and annex as part of the City of League City, Texas, the property described by metes and bounds on the attached **Exhibit A**, which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every corporation and person owning said land or having an interest in any part thereof. We request that the City hold this Petition in escrow until the City considers a Utility Agreement pertaining to the property described on **Exhibit A** simultaneously.

[SIGNATURE PAGE FOLLOWS]

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BC-SB BAYBROOK JV LLC,  
a Delaware limited liability company

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

Name: Matthew McCafferty

Title: Authorized Signatory

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on this 5<sup>th</sup> day of February, 2025, by Matthew McCafferty, as Authorized Signatory of BC-SB BAYBROOK JV LLC, a Delaware limited liability company, on behalf of said limited liability company.



(NOTARY SEAL)

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

Attachment: Exhibit A - Description of the Land

## **EXHIBIT A**

**BAYBROOK MUNICIPAL UTILITY DISTRICT NO. 1 ANNEXATION  
TRACT M  
METES AND BOUNDS DESCRIPTION  
130.9043 ACRES OUT OF  
THOMAS CHOATE LEAGUE, ABSTRACT 12,  
AUGUST WHITLOCK SURVEY, ABSTRACT 793,  
ROBERT WILSON SURVEY, ABSTRACT 88 AND  
JOHN DICKINSON SURVEY, ABSTRACT 15  
FRIENDSWOOD, HARRIS COUNTY, TEXAS**

All that certain 130.9043 acres being out of Thomas Choate League, Abstract 12, August Whitlock Survey, Abstract 793, Robert Wilson Survey, Abstract 88 and John Dickinson Survey, Abstract 15 and out of Lots 1 – 6 and 9 and 10, Block 1, and Lots 9 and 10, Block 5, Webster Outlots according to the plat thereof as filed in Volume 67, Page 197 Harris County Deed Records, and out of Block 12, Sherman Place according to the plat thereof as filed in Volume 69, Page 231 Harris County Deed Records, Friendswood, Texas being out of that certain called Tract 1 (220.0290 acres) described in a deed dated 01-01-2022 from Clearfield Realty, Inc., a Texas corporation to Clearfield Realty, Inc., a Delaware corporation as filed in the Official Records of Harris County at Clerk's File Number RP-2022-3132 and being more particularly described by metes and bounds as follows (bearings based on Texas Coordinate System of 1983, South Central Zone 4204);

Beginning at a found 5/8" iron rod with cap (stamped Terra Surveying) marking the northeast corner of that certain called 2.672 acre tract described in a deed dated 08-09-1977 from Webster Ranch Corporation to Houston Lighting and Power Company (HL&P) as filed in the Official Records of Harris County at Clerk's File Number F336213 and Film Code Number 178-01-1953 and marking a point on the south right-of-way line of Farm Market Road 528 (F.M. 528) (width varies);

1. Thence N 81° 12' 48" E – 9.50' with the south right-of-way line of said F.M. 528 to a found 5/8" iron rod with cap (stamped C.L. DAVIS – RPLS 4464) marking the beginning of a curve to the right having a radius of 5,669.58' and a central angle of 02° 45' 51";

Thence the following (3) courses with the south right-of-way line of said F.M. 528 as established by that certain Parcel 78 called 0.125 acre tract described in a deed dated 09-02-1994 from Clearfield Realty, Inc. to City of League City as filed in the Official Records of Harris County at Clerk's File Number R070017 and Film Code Number 501-12-0979 and Parcel 62, Part 1 called 0.733 acre tract described in that certain Final Judgment to City of League City as filed in the Official Records of Harris County at Clerk's File Number R249492 and Film Code Number 502-61-2107;

2. Thence with said curve an arc distance of 273.53' and a chord bearing and distance of N 82° 35' 43" E – 273.50' to a found 5/8" iron rod marking the point of a reverse curve to the left having a radius of 11,519.16' and a central angle of 02° 45' 51";

3. Thence with said curve an arc distance of 555.74' and a chord bearing and distance of N 82° 35' 44" E – 555.68' to a found 5/8" iron rod for corner, from which a found 5/8" iron rod bears N 31° 51' 08" W – 0.50' for reference;
4. Thence N 81° 12' 48" E – 615.38' to a point for corner;
5. Thence S 08° 46' 00" E – 500.00' with the common east city limit line of Friendswood and the west city limit line of League City to a point for corner;
6. Thence N 81° 12' 48" E – 790.00' with the common north city limit line of Friendswood and the south city limit line of League City to a point for corner;
7. Thence S 08° 46' 00" E – 602.03' with the common east city limit line of Friendswood and the west city limit line of League City and with the west line of that certain called 17.557 acre tract described in a deed dated 05-14-1999 from Clearfield Realty, Inc. to Baybrook Municipal Utility District No. 1 (BMUD) as filed in the Official Records of Harris County at Clerk's File Number T737635 and Film Code Number 525-76-2835 to a found 5/8" iron rod for corner;
8. Thence S 00° 25' 35" E – 793.42' continuing with the common east city limit line of Friendswood and the west city limit line of League City and with the west line of said BMUD tract to a point for corner;
9. Thence S 87° 14' 57" W – 1,556.20' with the common south city limit line of Friendswood and the north city limit line of League City and the common north line of the John Dickinson Survey, Abstract 15 and the south line of the Robert Wilson Survey, Abstract 88 to a point for corner;
10. Thence S 41° 46' 41" W – 1,517.99' with the common southerly city limit line of Friendswood and the northerly city limit line of League City to a point for corner;
11. Thence N 48° 13' 19" W – 1,411.41' with the easterly line of that certain called 6.822 acre tract as described in a deed dated 08-09-1977 from Webster Ranch Corporation to Houston Lighting and Power Company (HL&P) as filed in the Official Records of Harris County at Clerk's File Number F336215 and Film Code Number 178-01-1962 to a found 5/8" iron rod for corner;
12. Thence N 41° 06' 11" E – 1,498.06' continuing with the easterly line of said called 6.822 acre HL&P tract to a found 5/8" iron rod with cap (stamped C.L. DAVIS – RPLS 4464) for corner, from which a found 5/8" iron rod bears N 67° 59' 40" W – 1.71' for reference;
13. Thence N 02° 57' 32" W – 338.43' (deed 336.25') continuing with the easterly line of said called 6.822 acre HL&P tract to a found 5/8" iron rod with cap (stamped Terra Surveying) for corner;
14. Thence N 86° 58' 32" E – 274.75' (deed 275.00') with the south line of said called 2.672 acre HL&P tract to a found 5/8" iron rod with cap (stamped Terra Surveying) for corner;

15. Thence N 02° 57' 58" W – 345.07' (deed 344.75') with the east line of said called 2.672 acre HL&P tract to the POINT OF BEGINNING and containing 130.9043 acres (5,702,193 square feet) of land more or less.

This document was prepared under 22 TAC 663.21 and is not to be used to convey or establish interest in real property except those right and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

This metes and bounds description is accompanied by a separate plat, drawing or exhibit per Texas Board of Professional Land Surveyor's "General Rules of Procedures and Practices" Section 663.19(9).

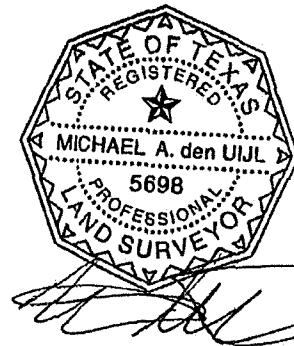
Compiled by: C.L. Davis & Company

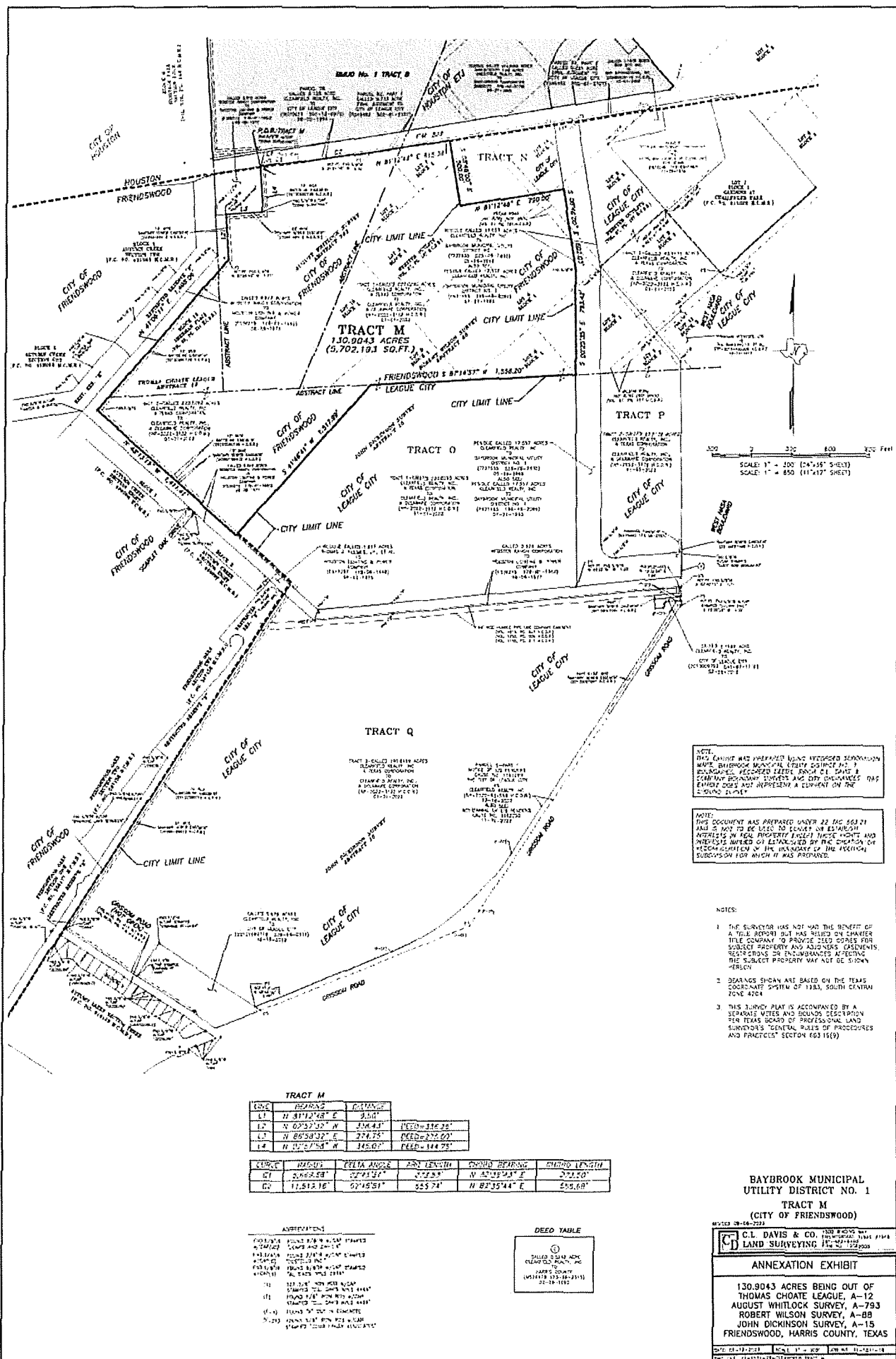
Firm No. 10082000

Job Number: 11-1031-28-CLEARFIELD TRACT M M&B.Doc

01-25-2023

Revised 09-06-2023





**EXHIBIT E**

ROW Property

## DESCRIPTION OF ROW PROPERTY

BEING a tract of land situated in Harris County, Texas, within the August Whitlock Survey, Abstract No. 793, and the Robert Wilson Survey, Abstract No. 88, and being a portion of that certain 12.3-acre tract of land described in Ordinance No. 83-21, as annexed into the City of Friendswood, Texas.

COMMENCING at the NORTHWEST corner of that certain 2.672-acre tract conveyed to Houston Lighting & Power Company by Special Warranty Deed recorded in Volume 4589, Page 99, of the Deed Records of Harris County, Texas, being a point in the south right-of-way line of Farm-to-Market Road No. 528 (FM 528), said right-of-way being 100 feet wide;

THENCE in a NORTHEASTERLY direction along the south right-of-way line of FM 528, a distance of approximately 356.80 feet to the NORTHEAST corner of said 2.672-acre tract, being the POINT OF BEGINNING of the tract herein described;

THENCE in a NORTHERLY direction, perpendicular to FM 528, a distance of 100 feet to a point in the north right-of-way line of FM 528;

THENCE in an EASTERLY direction along the north right-of-way line of FM 528, a distance of approximately 4,998 feet to a point, being the NORTHEAST corner of the property described in Ordinance No. 83-21;

THENCE in a SOUTHERLY direction, perpendicular to FM 528, to a point in the southern boundary of the annexed area;

THENCE in a WESTERLY direction along the southern boundary of the annexed area as described in Ordinance No. 83-21, to the POINT OF BEGINNING.

Containing approximately 11.47 acres of land, more or less.

This description follows the original metes and bounds described in Ordinance No. 83-21, excepting and removing the portion adjacent to the Houston Lighting & Power Company tract.

This description is based on available records and is subject to survey.





**EXHIBIT F**

Harris County's Consent



## Harris County, Texas

1001 Preston St., 1st Floor  
Houston, Texas 77002

### Commissioners Court

#### Request for Court Action

**File #:** 24-6399

**Agenda Date:** 10/8/2024

**Agenda #:** 119.

**Department:** County Engineer

**Department Head/Elected Official:** Milton Rahman, PhD, P.E., PMP, CFM, ENV SP, County Engineer

**Regular or Supplemental RCA:** Regular RCA

**Type of Request:** Asset Management

**Project ID (if applicable):** N/A

**Vendor/Entity Legal Name (if applicable):** N/A

**MWDBE Contracted Goal (if applicable):** N/A

**MWDBE Current Participation (if applicable):** N/A

**Justification for 0% MWDBE Participation Goal:** N/A - Goal not applicable to request

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### Request Summary (Agenda Caption):

Request for approval for Harris County's consent to the City of Friendswood's disannexation of portions of FM 528 and the City of League City to annex the same.

#### Background and Discussion:

The City of Friendswood and the City of League City share a common boundary along the FM 528 corridor in Harris County. A developer has approached both cities, indicating an intent to develop certain properties along the boundary line, portions of which are within the city limits of Friendswood and portions are within the city limits of League City. Given the properties' unique geographical and developable layout, Friendswood has determined that it is not feasible to provide services to the property. The Cities of Friendswood and League City desire to enter into an interlocal boundary agreement, wherein Friendswood will release property from its city limits and League City will thereafter annex the same.

The City of Friendswood submitted sent the attached letter and a map of the property in question and requested that Harris County agree to Friendswood's disannexation of portions of FM 528, since it is not possible for Friendswood to meet the width requirements of the Texas Local Government Code Section 43.054. In order for Friendswood to disannex portions of FM 528 as contemplated in the proposed interlocal boundary agreement, Friendswood is required to obtain Harris County's consent to do so pursuant to Section 43.147 of the Texas Local Government Code as stated below: A municipality disannexing a road or highway shall also disannex a strip of area that is equal in size to the minimum area that the municipality is required to annex in order to comply with the width requirements of Section 43.054 unless such disannexation is undertaken with the mutual agreement of the county government and the municipality.

Expected Impact:

The City of Friendswood's disannexation of portions of FM 528 as shown on the attached map and the City of League City to annex the same.

Alternative Options:

If the portion of FM 528 is not transferred from the City of Friendswood to the City of League City, the subject property may not be developed as requested by the developer.

Alignment with Goal(s):

- ☒ Justice and Safety
- ☒ Economic Opportunity
- ☐ Housing
- ☐ Public Health
- ☒ Transportation
- ☐ Flooding
- ☐ Environment
- ☐ Governance and Customer Service

Presented to Commissioners Court

October 8, 2024

Approve: R/G

Prior Court Action (if any): N/A

Date	Agenda Item #	Action Taken
N/A	N/A	

Location:

Address (if applicable): FM 528 as shown in the attached map

Precinct(s): Precinct 2

Fiscal and Personnel Summary				
Service Name:				
		Current Fiscal Year Cost		
				Annual Fiscal Cost
		Labor	Non-Labor	Total
				Recurring Expe
Funding Sources				
Existing Budget				
Grant	\$	\$	\$	\$
Other, PCT2-1070 Mobility Fund	\$	\$	\$	\$
Choose an item.	\$	\$	\$	\$
Total Current Budget	\$	\$	\$	\$



Additional Budget Request <i>(Requires Fiscal Review Request Form)</i>				
Choose an item.	\$	\$	\$	\$
Choose an item.	\$	\$	\$	\$
Choose an item.	\$	\$	\$	\$
Total Additional Budget Request	\$	\$	\$	\$
Total Funding Request	\$	\$	\$	\$
Personnel (Fill out section only if requesting new PCNs)				
Current Position Count for Service	-	-	-	-
Additional Positions Request	-	-	-	-
Total Personnel	-	-	-	-

**Anticipated Court Date:** October 8, 2024

**Anticipated Implementation Date (if different from Court date):** N/A

**Emergency/Disaster Recovery Note:** Not an emergency, disaster, or COVID-19 related item

**Contact(s) name, title, department:** Michael Ware, Director of Real Property, Harris County Engineering

**Attachments** (if applicable): The City of Friendswood’s letter and map

City Manager  
MORAD KABIRI

Deputy City Manager  
STEVEN RHEA



Assistant City Manager  
KATINA HAMPTON

Assistant City Manager  
LETICIA BRYSCH

## CITY OF FRIENDSWOOD

OFFICE OF THE CITY MANAGER

September 25, 2024

Sent via email to commissioner@pct2.hctx.net

The Honorable Adrian Garcia  
Commissioner  
Harris County Precinct 2  
1001 Preston St. #924  
Houston, TX 77002

Sent via email to michael.ware@harriscountytexas.gov

Mr. Michael Ware  
Department of Engineering  
Harris County  
1001 Preston St. #924  
Houston, TX 77002

Re: Consent for the City of Friendswood's Disannexation of a Portion of FM 528

Dear Commissioner Garcia and Mr. Ware:

The City of Friendswood ("Friendswood") and the City of League City ("League City") share a common boundary along the FM 528 corridor in Harris County. A developer has approached both cities, indicating its intent to develop certain properties along such boundary line – portions of which are within the city limits of Friendswood and portions are within the city limits of League City. Given the properties' unique geographical and developable layout, Friendswood has determined that it is not feasible to provide services to the property. As such, Friendswood and League City desire to enter into an interlocal boundary agreement, wherein Friendswood will release property from its city limits and League City will thereafter annex the same. A map of the properties in question is attached for your review.

Please note that in order for Friendswood to disannex portions of FM 528 as contemplated in the proposed interlocal boundary agreement, Friendswood is required to obtain Harris County's consent to do so pursuant to Section 43.147 of the Texas Local Government Code. Such section provides, in part, as follows:

A municipality disannexing a road or highway shall also disannex a strip of area that is equal in size to the minimum area that the municipality is required to annex in order to comply with the width requirements of Section 43.054 unless such disannexation is undertaken with the mutual agreement of the county government and the municipality.

Tex. Loc. Gov't Code § 43.147(a).

As such, Friendswood respectfully requests that Harris County agree to Friendswood's disannexation of portions of FM 528 as shown on the attached map since it is not possible for Friendswood to meet the width requirements of the above-referenced statute. If acceptable to you, please present this letter to the Harris County Commissioners Court for its consideration and approval. Once approved, please request the County Judge to sign in the space provided hereinbelow and return to my attention at the below-referenced address.

Should you have any questions or need anything further from me, please do not hesitate to contact me. Thank you for your assistance in this matter.

Sincerely,

  
Morad Kabiri  
City Manager

AGREED:

DocuSigned by:  
  
266C181EC85A4DC

LINA HIDALGO, County Judge

Attachment

H:\City Manager\Letters\2024\Harris County Disannexation Request.docx

## City of Friendswood Disannexation Map

