

Private Streets Agreement Amendment – Cypress Bay, Section 1

Request	<p>Amend an existing Private Streets Agreement for the Cypress Bay, Section 1 Subdivision.</p> <p>The Owner proposes to construct a wall between the recently rezoned 2.4-acre commercial property and the remaining residential Cypress Bay Subdivision. The Owner cannot construct the 8-foot high wall across Appia Drive until the private streets agreement is amended.</p> <p>The amendment proposes to change the existing private streets agreement by removing approximately 280 feet of Appia Drive. In addition, the private streets agreement does not attempt to abandon or affect any existing easements on the site. The City Attorney is reviewing the document as well.</p>
Applicant	Jared Riggenbach of Baseline Corporation
Owner	Nick Scotto of M.B. Harbor, Ltd.
Zoning	“CG” (General Commercial)
Location	Generally located south of League City Parkway, north of FM 646 and west of South Shore Boulevard. This property lies within the Hidden Lakes PUD.
Attachments	<ol style="list-style-type: none">1. Proposed Amendment to Private Streets Agreement2. Existing Private Streets Agreement3. Aerial Map

Background	<p><u>August 6, 2007</u> – Cypress Bay, Section 1 Private Streets Agreement is recommended for approval by the Planning and Zoning Commission, 5-0-0.</p> <p><u>August 28, 2007</u> – City Council approves the private streets agreement.</p> <p><u>October 16, 2008</u> – Private streets agreement is recorded with the Cypress Bay, Section 1 plat with Galveston County.</p> <p><u>August 11, 2015</u> – City Council approves a rezoning request from residential to commercial zoning for approximately 2.4 acres. The area being rezoned includes approximately 280 feet of the southern end and cul-de-sac of Appia Drive.</p> <p><u>August 31, 2015</u> – Planning and Zoning Commission is scheduled to consider the request to amend the existing private streets agreement.</p> <p><u>September 8, 2014</u> – City Council is scheduled to consider the amendment to the private streets agreement.</p>
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Compliance of Regulations	<p>Per the Subdivision and Development Ordinance, Section 102-5(u)(3), private streets are only permitted to be constructed only with the recommendation of the Planning and Zoning Commission and approval of City Council.</p> <p>When the preliminary plat for Cypress Bay Subdivision was considered by the Commission, it was noted that a private streets agreement should be brought with the preliminary plat. As a result of the amending agreement, the remaining private streets agreement will continue to be subject to City Council review every five (5) years and specifies at a minimum:</p> <ol style="list-style-type: none">1. That the Developer or assigns shall maintain the surface and condition of such private street or non-dedicated right-of-way so to permit the City to use its easement and right-of-way over such private street in a reasonable safe and convenient manner. Should the Developer or
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assigns fail to provide required maintenance after first being given written notice of the nature of such failure and a reasonable time thereafter to cure such failure, the City shall have the right to remedy such failure and receive reimbursement from the Developer for the actual cost thereof,

2. That the Developer shall not hold the City or any of its personnel to be guilty of trespass in regard to the use of its easement as defined,
3. The Developer shall not later, block or vacate such private street so as to interfere with or prevent the City from providing the municipal services referred herein; and,
4. Operation and maintenance of street lighting are the responsibility of the developer and their assigns.

Recommendation Upon review of the document, staff recommends approval subject to the approval by the City Attorney.

For additional information, you may contact Mark Linenschmidt, Senior Planner at 281-554-1078 or at mark.linenschmidt@leaguecity.com.

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 DRIVERS LICENSE NUMBER.

**FIRST AMENDMENT TO PRIVATE STREETS AGREEMENT
CYPRESS BAY**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

WHEREAS, the City of League City, Texas (the “City”) and MB Harbour, Ltd., a Texas general partnership, dba Marina Bay Harbour (the “Developer”) entered into that certain Private Streets Agreement dated October 13, 2008 and recorded on October 16, 2008 in the Office of the County Clerk of Galveston County, Texas as document number 2008056933 (the “Original Private Streets Agreement”)

WHEREAS, the Private Streets Agreement relates to the development by Developer of certain private streets (the “Streets”) located within the City at a subdivision of land known as Cypress Bay Section One (the “Subdivision”) as shown per plat recorded in Plat Record 2008A, Map Numbers 107–108 of the Map Records of Galveston County, Texas.

WHEREAS, in the course of developing the Streets, Developer has found it appropriate to amend the boundaries of the portion of the Subdivision covered by the Private Street Agreement so as to ensure the Streets may be developed in a manner that provides residents of the Subdivision an appropriate level of privacy;

WHEREAS, the proposed amendment contemplates removing from the portion of the Subdivision covered by the Private Streets Agreement a part of one of the Streets known as Appia Drive; and

WHEREAS, the City agrees it is appropriate to so amend the Private Streets Agreement in accordance with the terms of this First Amendment to Private Streets Agreement (this “First Amendment”).

NOW THEREFORE, the parties hereto agree to the following:

1. Release of a Portion of Appia Drive. The parties hereto expressly agree that the Private Streets Agreement shall no longer govern that certain portion of Appia Drive within the Subdivision as is more particularly described in Exhibit A attached hereto and more particularly depicted in Exhibit B attached hereto (the “Released Portion”). It is the express agreement of the parties hereto that on and after the execution and delivery of this First Amendment, the Released Portion shall (a) no longer be part and parcel of the Streets and (b) be released from any and all of the terms, covenants and restrictions set forth in the Private Streets Agreement.

2. Ratification. Except with respect to the matters expressly set forth in this First Amendment, the parties hereto ratify the terms of the Private Streets Agreement and agree it shall continue in full force and effect in accordance with the provisions thereof, as in existence on the date hereof. Any and all capitalized terms used but not defined in this First Amendment shall have the meanings given them in the Private Streets Agreement.

3. Effectiveness of Amendment. This First Amendment shall become effective upon its approval or ratification by the City Council of the City and its execution by the parties hereto. Further, the parties hereto agree and acknowledge that the rights and obligations of the parties as to the Streets shall be governed in all respects by the Original Private Streets Agreement, as is modified by this First Amendment (the Original Private Streets Agreement, as amended hereby, being the "Private Streets Agreement").

4. No Third Party Beneficiary. This First Amendment is for the benefit of the City and the Developer and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

5. Entire Agreement. This First Amendment represents the entire and integrated agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. The provisions of this First Amendment are severable, and if any part of this First Amendment or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this First Amendment and the application of part of this First Amendment to other persons or circumstances shall not be affected thereby.

6. Counterparts. This First Amendment may be executed in multiple counterparts, each being deemed an original signature and all of which, when combined, being one and the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY RESERVED]

[SIGNATURE PAGE(S) TO FOLLOW]

SIGNED and executed this ____ day of _____, 2015.

CITY:

CITY OF LEAGUE CITY

ATTEST: _____
Diana Stapp,
City Secretary

By: _____
Timothy Paulissen, Mayor

STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, the undersigned authority, on this day personally appeared Timothy Paulissen, Mayor 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 above and foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein and herein set forth.

Given under my hand and seal of office this ____ day of _____, 2015.

NOTARY PUBLIC in and for the
State of Texas
My Commission Expires: _____

SIGNED and executed this ____ day of _____, 2015.

DEVELOPER:

MB HARBOUR, LTD.,
a Texas limited partnership

By: Harbour Management, LLC,
General Partner

By: _____
Nick Scotto, President

STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, the undersigned authority, on this day personally appeared Nick Scotto, President of Harbour Management, LLC, General Partner of MB Harbour, Ltd., a Texas limited partnership, known to me or having proved to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein set forth.

Given under my hand and seal of office this ____ day of _____, 2015.

NOTARY PUBLIC in and for the
State of Texas
My Commission Expires: _____

EXHIBIT A

**METES AND BOUNDS DESCRIPTION
0.4772 ACRES OF LAND IN THE
MIGUEL MULDOON TWO LEAGUE GRANT, ABSTRACT No. 18
IN THE CITY OF LEAGUE CITY, GALVESTON COUNTY, TEXAS
(PORTION OF APPIA DRIVE TO BE REMOVED
FROM CYPRESS BAY PRIVATE STREETS AGREEMENT)**

BEING 0.4772 acres of land situated in the Miguel Muldoon Two League Grant, Abstract No. 18, in the City of League City, Galveston County, Texas, being a portion of Appia Drive as dedicated by the plat of Cypress Bay Section 1, a subdivision recorded in Plat Record 2008A, Map No. 107-108, Map Records of Galveston County, Texas;

COMMENCING at a 5/8 inch "Huitt-Zollars" plastic capped iron rod found on the north right-of-way line of FM Highway No. 2094 (114 feet wide), being the most southerly southwest corner of Lot 1, Block 2, said Cypress Bay Section 1 and the most southerly southeast corner of Restricted Reserve "F", said Block 2; **THENCE**, North 02 degrees 54 minutes 39 seconds West along a west line of said Lot 1 and an east line of said Reserve "F", 28.13 feet to a Mag Nail found in a wood bulkhead for a re-entrant corner of said Lot 1; **THENCE**, North 88 degrees 31 minutes 34 seconds West along a south line of said Lot 1 and a north line of said Reserve "F", 26.61 feet to a point; **THENCE**, North 02 degrees 54 minutes 39 seconds West along an east line of said Reserve F and along the west line of Lots 1, 2, 3, 4 and 5, said Block 2, 339.17 feet to a mag nail found in a wood bulkhead for the northwest corner of said Lot 5 and the southwest corner of Lot 6, said Block 2; **THENCE**, North 87 degrees 05 minutes 21 seconds East along the common line between said Lot 5 and said Lot 6, 185.00 feet to a 5/8 inch "Huitt-Zollars" plastic capped iron rod found on the west right-of-way line of said Appia Drive (60 feet wide), said capped iron rod being the northeast corner of said Lot 5 and the southeast corner of said Lot 6; **THENCE**, South 02 degrees 54 minutes 39 seconds East along the west right-of-way line of Appia Drive and along the east line of said Lot 5, 11.14 feet to a found 5/8 inch "Baseline Corp." plastic capped iron rod and the **POINT OF BEGINNING** of this tract herein described;

THENCE, South 87 degrees 14 minutes 06 seconds East, crossing said Appia Drive, 93.42 feet to a 5/8 inch "Huitt-Zollars" plastic capped iron rod found on the north line of Restricted Reserve "B", said Block 2 and on the south right-of-way line of Amalfi Drive (60 feet wide) as dedicated by the plat of said Cypress Bay Section 1, said capped iron rod is at the beginning of a non-tangent curve to the left whose radius is 30.00 feet and whose radius point bears South 02 degrees 45 minutes 54 seconds West;

THENCE, in a southwesterly direction along a northwest line of said Reserve "B" and along said curve through a central angle of 95 degrees 40 minutes 32 seconds, 50.10 feet to a 5/8 inch "Huitt-Zollars" plastic capped iron rod found on the east right-of-way line of said Appia Drive and on a west line of said Reserve "B";

THENCE, South 02 degrees 54 minutes 39 seconds East along the east right-of-way line of Appia Drive and a west line of said Reserve “B”, 215.33 feet to a 5/8 inch “Huitt-Zollars” plastic capped iron rod found at the beginning of a tangent curve to the right whose radius is 50.00 feet;

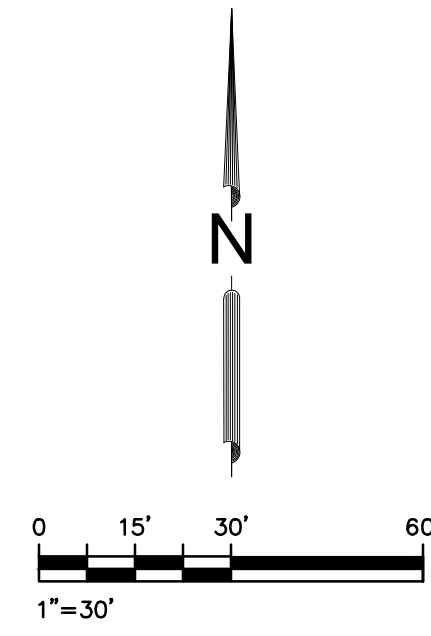
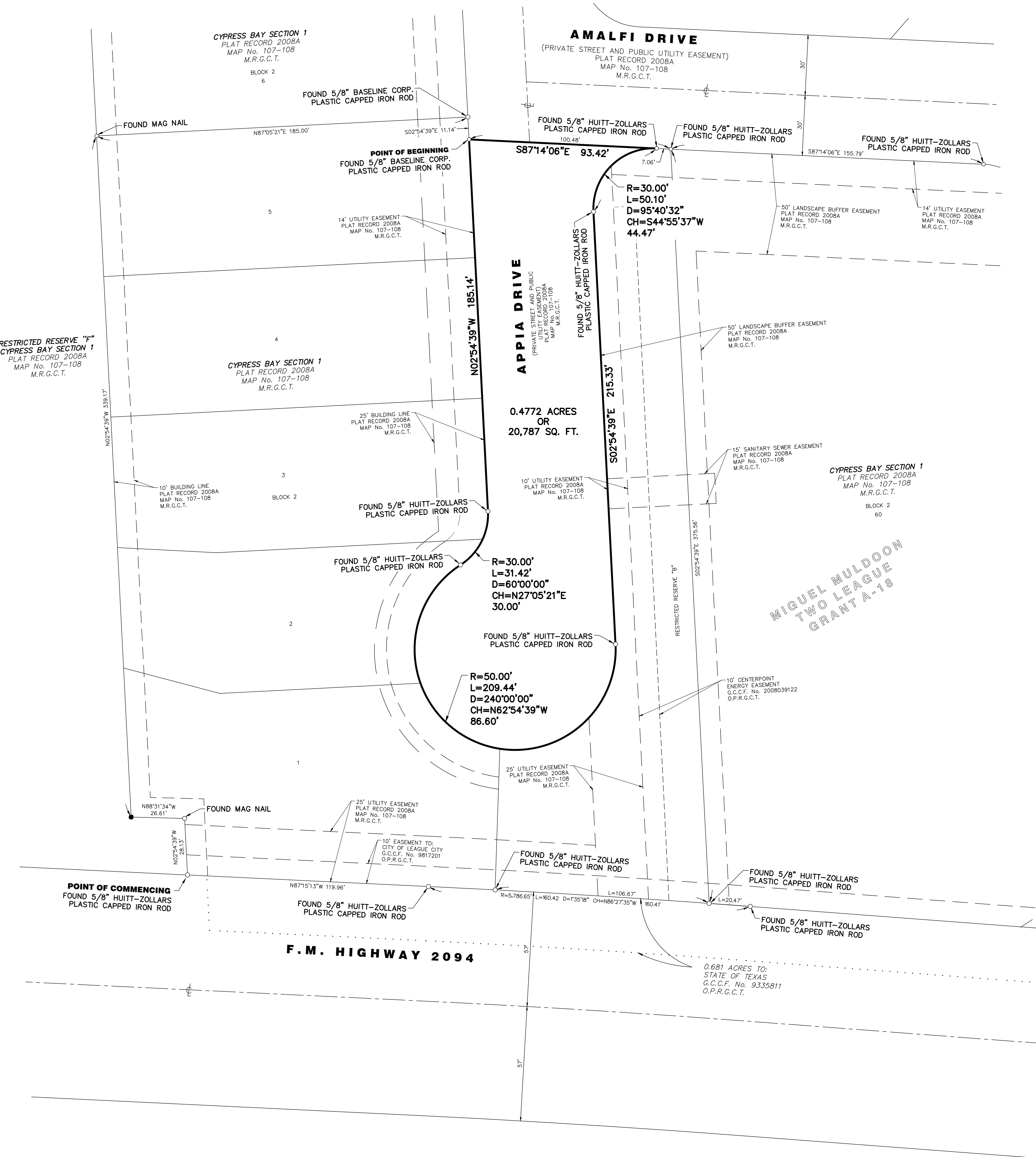
THENCE, in a southwesterly direction along a northwest line of said Reserve “B”, then along a northeast line of said Lot 1, then along an east line of said Lot 2, all along a southerly right-of-way line of Appia Drive and said curve through a central angle of 240 degrees 00 minutes 00 seconds, 209.44 feet to a 5/8 inch “Huitt-Zollars” plastic capped iron rod found at the beginning of a tangent curve to the left whose radius is 30.00 feet;

THENCE, in a northeasterly direction along an east line of said Lot 2, then along an east line of said Lot 3, all along the west right-of-way line of Appia Drive and said curve through a central angle of 60 degrees 00 minutes 00 seconds, 31.42 feet to a found 5/8 inch “Huitt-Zollars” plastic capped iron rod;

THENCE, North 02 degrees 54 minutes 39 seconds West along the east line of Lots 3, 4 and 5, said Block 2, 185.14 feet to the POINT OF BEGINNING and containing 0.4772 acres of land.

The bearings herein are based from the west line of Block 2 (North 02 degrees 54 minutes 39 seconds East) of Cypress Bay Section 1 recorded in Plat Record 2008A, Map No. 107-108 Map Records of Galveston County, Texas. Distances herein are surface datum. To convert to grid multiply by a combined project scale factor of 0.99987359.

EXHIBIT B



NOTES:

- G.C.C.F. No. = GALVESTON COUNTY CLERK'S FILE NUMBER
- M.R.G.C.T. = MAP RECORDS OF GALVESTON COUNTY, TEXAS
- O.P.R.G.C.T. = OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS
- BEARINGS HEREON ARE BASED FROM THE WEST LINE OF BLOCK 2 (N02°54'39"W) OF CYPRESS BAY SECTION 1 RECORDED IN PLAT RECORD 2008A, MAP No. 107-108 MAP RECORDS OF GALVESTON COUNTY, TEXAS. DISTANCES HEREON ARE SURFACE DATUM. TO CONVERT TO GRID MULTIPLY BY A COMBINED PROJECT SCALE FACTOR OF 0.99987359.
- THIS TRACT OF LAND LIES ENTIRELY WITHIN THE CITY LIMITS OF THE CITY OF LEAGUE CITY, TEXAS.

METES AND BOUNDS DESCRIPTION

BEING 0.4772 ACRES OF LAND SITUATED IN THE MIGUEL MULDOON TWO LEAGUE GRANT, ABSTRACT NO. 18, IN THE CITY OF LEAGUE CITY, GALVESTON COUNTY, TEXAS, BEING A PORTION OF APPIA DRIVE AS DEDICATED BY THE PLAT OF CYPRESS BAY SECTION 1, A SUBDIVISION RECORDED IN PLAT RECORD 2008A, MAP NO. 107-108, MAP RECORDS OF GALVESTON COUNTY, TEXAS.

COMMENCING AT A 5/8" "HUITT-ZOLLARS" PLASTIC CAPPED IRON ROD FOUND ON THE NORTH RIGHT-OF-WAY LINE OF FM HIGHWAY NO. 2094 (114 FEET WIDE), BEING THE MOST SOUTHERLY SOUTHWEST CORNER OF LOT 1, BLOCK 2, SAID CYPRESS BAY SECTION 1 AND THE MOST SOUTHERLY SOUTHWEST CORNER OF RESTRICTED RESERVE "F", SAID BLOCK 2; THENCE, NORTH 02 DEGREES 54 MINUTES 39 SECONDS WEST ALONG A WEST LINE OF SAID LOT 1 AND AN EAST LINE OF SAID RESERVE "F", 28.13 FEET TO A MAG NAIL FOUND IN A WOOD BULKHEAD FOR A RE-ENTRANT CORNER OF SAID LOT 1; THENCE, NORTH 88 DEGREES 31 MINUTES 34 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 1 AND A NORTH LINE OF SAID RESERVE "F", 26.61 FEET TO A POINT; THENCE, NORTH 02 DEGREES 54 MINUTES 39 SECONDS WEST ALONG AN EAST LINE OF SAID RESERVE "F" AND ALONG THE WEST LINE OF LOTS 1, 2, 3, 4 AND 5, SAID BLOCK 2, 339.17 FEET TO A MAG NAIL FOUND IN A WOOD BULKHEAD FOR THE NORTHWEST CORNER OF SAID LOT 5 AND THE SOUTHWEST CORNER OF LOT 6, SAID BLOCK 2; THENCE, NORTH 87 DEGREES 05 MINUTES 21 SECONDS EAST ALONG THE COMMON LINE BETWEEN SAID LOT 5 AND SAID LOT 6, 185.00 FEET TO A 5/8" INCH "HUITT-ZOLLARS" PLASTIC CAPPED IRON ROD FOUND ON THE WEST RIGHT-OF-WAY LINE OF SAID APPIA DRIVE (60 FEET WIDE), SAID CAPPED IRON ROD BEING THE NORTHEAST CORNER OF SAID LOT 5 AND THE SOUTHWEST CORNER OF SAID LOT 6; THENCE, SOUTH 02 DEGREES 54 MINUTES 39 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF APPIA DRIVE AND ALONG THE EAST LINE OF SAID LOT 5, 11.14 FEET TO A FOUND 5/8" INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD AND THE POINT OF BEGINNING OF THIS TRACT HEREIN DESCRIBED;

THENCE, SOUTH 87 DEGREES 14 MINUTES 08 SECONDS EAST, CROSSING SAID APPIA DRIVE, 93.42 FEET TO A 5/8" INCH "HUITT-ZOLLARS" PLASTIC CAPPED IRON ROD FOUND ON THE NORTH LINE OF RESTRICTED RESERVE "B", SAID BLOCK 2 AND ON THE SOUTH RIGHT-OF-WAY LINE OF AMALFI DRIVE (60 FEET WIDE) AS DEDICATED BY THE PLAT OF SAID CYPRESS BAY SECTION 1, SAID CAPPED IRON ROD IS AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS IS 30.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 02 DEGREES 45 MINUTES 54 SECONDS WEST;

THENCE, IN A SOUTHWESTERLY DIRECTION ALONG A NORTHWEST LINE OF SAID RESERVE "B" AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 95 DEGREES 40 MINUTES 32 SECONDS, 50.10 FEET TO A 5/8" INCH "HUITT-ZOLLARS" PLASTIC CAPPED IRON ROD FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID APPIA DRIVE AND ON A WEST LINE OF SAID RESERVE "B";

THENCE, SOUTH 02 DEGREES 54 MINUTES 39 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE OF APPIA DRIVE AND A WEST LINE OF SAID RESERVE "B", 215.33 FEET TO A 5/8" INCH "HUITT-ZOLLARS" PLASTIC CAPPED IRON ROD FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT WHOSE RADIUS IS 50.00 FEET;

THENCE, IN A SOUTHWESTERLY DIRECTION ALONG A NORTHWEST LINE OF SAID RESERVE "B", THEN ALONG A NORTHEAST LINE OF SAID LOT 1, THEN ALONG AN EAST LINE OF SAID LOT 2, ALL ALONG A SOUTHERLY RIGHT-OF-WAY LINE OF APPIA DRIVE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 240 DEGREES 00 MINUTES 00 SECONDS, 209.44 FEET TO A 5/8" INCH "HUITT-ZOLLARS" PLASTIC CAPPED IRON ROD FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT WHOSE RADIUS IS 30.00 FEET;

THENCE, IN A NORTHEASTERLY DIRECTION ALONG AN EAST LINE OF SAID LOT 2, THEN ALONG AN EAST LINE OF SAID LOT 3, ALL ALONG THE WEST RIGHT-OF-WAY LINE OF APPIA DRIVE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 60 DEGREES 00 MINUTES 00 SECONDS, 31.42 FEET TO A FOUND 5/8" INCH "HUITT-ZOLLARS" PLASTIC CAPPED IRON ROD;

THENCE, NORTH 02 DEGREES 54 MINUTES 39 SECONDS WEST ALONG THE EAST LINE OF LOTS 1, 4 AND 5, SAID BLOCK 2, 185.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.4772 ACRES OF LAND.

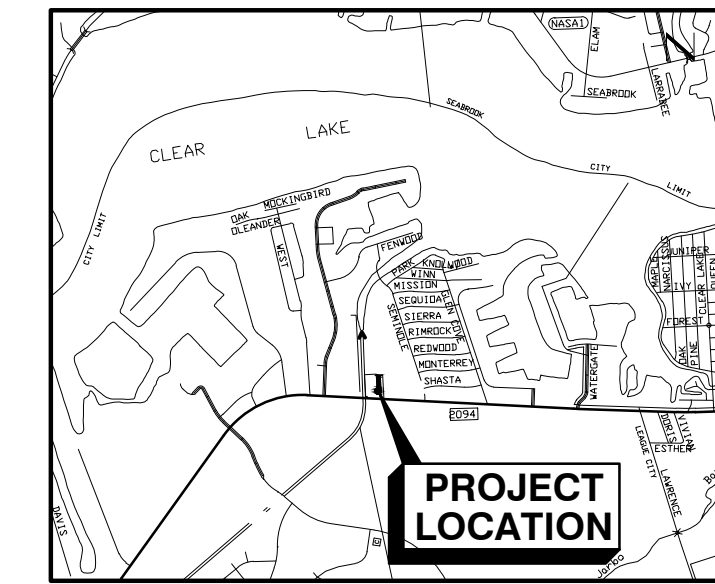
SURVEYOR'S CERTIFICATION

THIS SURVEY DRAWING WAS PREPARED IN CONJUNCTION WITH A SURVEY MADE ON THE GROUND IN APRIL, 2015.

AUGUST 20, 2015

BY: BASELINE CORPORATION
TBPLS FIRM No. 10030200

STEVEN E. WILLIAMS, R.P.L.S.
TEXAS REGISTRATION No. 4819



VICINITY MAP
1"=3,000'

NO.	REVISION	DATE

BASELINE
BASELINE CORPORATION
Professional Surveyors
1750 SEAMIST DR., SUITE 160, HOUSTON, TEXAS 77008
PH: 713-869-0155
TBPLS FIRM No. 10030200

M. B. HARBOUR, LTD.
104 TWIN OAKS BOULEVARD, SUITE 100
KEMAH, TEXAS 77565
(281) 334-2323

EXHIBIT OF PORTION OF APPIA DRIVE
TO BE REMOVED FROM CYPRESS BAY PRIVATE
STREETS AGREEMENT
0.4772 ACRES OF LAND IN THE MIGUEL MULDOON 2
LEAGUE GRANT, ABSTRACT No. 18, IN THE CITY OF
LEAGUE CITY, GALVESTON COUNTY, TEXAS

DATE: AUGUST 20, 2015
DRAWN BY: JWR/UAR
APPROVED BY: SEW
JOB No.: 15.022.01
FIELD BOOK: X-592
SHEET: 1 OF 1

Lakeside
Subdivision

Navigable Canals

Glen Cove
Subdivision

Twin Oaks
Subdivision

Cypress Bay
Subdivision

Appia
Drive

Self Storage

Commercial
Shopping Center

Subject
Property

Undeveloped

Marina Bay Drive (FM 2094)

Centerpoint High Power Transmission Corridor

The Fairways at
South Shore
Apartments

South Shore
Subdivision

Drainage Ditch





**PRIVATE STREETS AGREEMENT
CYPRESS BAY**

THE STATE OF TEXAS §
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COUNTY OF GALVESTON §

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WHEREAS, MB HARBOUR, LTD., a Texas general partnership dba Marina Bay Harbour, by Harbour Management, LLC, a Texas limited liability company, its General Partner, Nick Scott, President ("Developer"), is an entity which has constructed, or is seeking to construct, certain private streets in the City of League City, Texas (the "City") in Cypress Bay, a subdivision of land as shown per plat recorded in Plat Record ~~0088A~~ Map Numbers ~~67108~~ of the Map Records of Galveston County, Texas ("Plat"), and is requesting the approval thereof pursuant to the terms of Ordinance Nos. 82-35, 91-99, and 94-76, as amended; and

WHEREAS, the Developer has filed plans with the City for development of Cypress Bay (the "Subdivision"), as described on the Plat of the project, which would have private streets as shown on the Plat ("Streets"); and

WHEREAS, Cypress Bay Community Association, Inc. (the "Association") will be the homeowner's association for this subdivision; and

WHEREAS, the City believes that it is appropriate to grant such approval to the Developer in accordance with the terms of Ordinance Nos. 82-35, 91-99 and 94-76, as amended, and this Agreement, and that therefore the parties herein agree to the following:

The Developer agrees specifically to abide by the Rules, Regulations and Ordinances of the City with respect to the Streets, to include, but not to be limited to, the following:

- a. that the Developer herein grants to the City the necessary non-exclusive easements and rights-of-way over the Streets so that the City may provide fire and police protection, sanitary sewer, water, and storm water services or facilities and other normal and usual municipal services to the citizens of the City and the County of Galveston located adjacent to and nearby such Streets;
- b. that the Developer shall construct the Streets in accordance with the City's Ordinances and Codes and shall allow City inspection for purposes of its determination of compliance with all such applicable City Ordinances and Codes;
- c. that following completion of construction of Streets the Developer shall maintain the surface and condition of such Streets as to permit the City to use its easements and rights-of-way over such Streets in a reasonably safe and convenient manner until such obligation is assumed by the Association as hereinafter specified. Should the Developer fail to provide the required standard of maintenance after first being given written notice of the nature of such failure and a reasonable time thereafter (not less than 90 days) to cure such failure, the City shall have the right to remedy such failure and receive reimbursement from the Developer for the actual cost thereof within 30 days from Developer's receipt from City of written request for reimbursement including copies of invoices and receipts for all such expenditures made;

- d. that the Developer shall not hold the City or any of its elected officers, employees, agents, representatives or personnel or City licensed franchisees to be guilty of or liable for trespass in regard to the use of its easements and rights-of-way as defined herein;
- e. that the Developer shall not alter, block or vacate such private Streets so as to interfere with or prevent the City from providing the municipal services referred to herein. The Developer may erect signs identifying the private nature of the Streets;
- f. that the Developer shall arrange for the installation of street lighting along the Streets, with the Association having responsibility for the annual cost of operation and maintenance of such lighting subject to the possible assumption by the City of said responsibilities;
- g. that the Developer will allow City licensed franchisees to use the Streets;
- h. that the Developer will post speed limit signs and stop signs along the Streets in accordance with all applicable City Codes and Ordinances. The City shall be able to enforce all applicable traffic regulations, including but not limited to stop signs and speed zones within the subdivision. If the City cannot legally enforce these traffic regulations in such Property due to the Streets being designated as private streets, upon written request of the Association together with the consent of the owners of at least 80% of the lots within the Property, and Developer so long as Developer still owns any property within the Subdivision, the City may pass an ordinance pursuant to which the Streets shall become the public property of the City with no compensation being paid to any lot owner, property owner, homeowners association, or developer of the Subdivision, or any of their respective successors or assigns;
- i. that if the private Streets are not maintained to City design specifications, and if the Developer or the Association has not corrected the material deficiencies within 180 days after receiving written notice of such deficiencies from the City, and if the City has theretofore made repairs of such deficiencies respecting the private Streets which Developer or the Association is otherwise required to make under this Agreement, and Developer or the Association has failed to reimburse City for the cost of such repairs as required by subparagraph c. above, then on the request of the Owners of at least 80% of the lots in the Subdivision and the passage of an ordinance by the City, the Streets shall become the public property of the City with no compensation being paid to any lot owner, property owner, homeowners association, or developer of the Subdivision, or any of their respective successors or assigns;
- j. that, except as delineated above, access to the Streets by the general public shall be restricted;
- k. that the plans and specifications for the gates and locks, if any, must be submitted to the Fire Marshal and Building Official of the City for their written approval so as to ensure adequate access by emergency response vehicles, which approval shall be given only upon determining that the proposed design will provide adequate access to the Streets by emergency response vehicles. Every electronically operated gate on a private Street must have a uniform manual override that will provide emergency response personnel with immediate access. Standard specifications for such override designs shall be in accordance with Chapter 102-9(a)(13)(b). (Subdivisions/General Design Requirements/Gates on Private Streets) of the Code of Ordinances of the City of League City.
- l. that the Developer will request that all builders to whom Developer sells lots within the Subdivision deliver a copy of (1) this private streets agreement, (2) the Plat, and (3) the deed restrictions of such subdivision to prospective homeowners, and the Developer will deliver a copy of same to the City.
- m. that the Developer's subdivision plans for the Subdivision are approved by the Engineering Department, as evidenced by approval of the plat for the Subdivision, and
- n. that the Developer will deliver a copy of this private streets agreement to the Association responsible for enforcing deed restrictions in the aforesaid subdivision.

This Agreement, and all obligations of the Developer hereunder, may, upon Developer's request and the written consent of the City Council, be transferred and assigned to the Association, which Association,

upon such transfer and assignment, shall be charged with the enforcement of deed restrictions imposed or to be imposed on the Streets in the Subdivision and on the residential lots and common areas primarily served by the Streets. Such transfer and assignment shall be effective upon written approval by the City, by majority vote of its City Council, and the execution by the Association of a deed or other instrument respecting the Streets pursuant to which the Association assumes and agrees to this Agreement, and to assume the Developer's obligations hereunder. The City hereby agrees to consent to such transfer upon the Developer's conveyance of all the lots shown on the Plat, specifically conditioned upon prior acceptance by the subject Association and the providing of adequate assurance of the Association's ability to fully perform, as determined by the City. A copy of the assumption agreement, deed restrictions, and a statement of the financial responsibility of the Association shall be forwarded to the City for its review and comment prior to the City's approval of the assumption. Upon such transfer, assignment and assumption, the term "Developer" as used herein shall be deemed to refer to the Association and the original Developer shall have no further obligations hereunder except as otherwise stated herein. It is provided, however, in the event of such assignment, that for two (2) additional years, if the Association shall fail to perform any of the obligations hereunder assumed by it after the expiration of any notice and cure period provided herein, the original Developer shall, after written notice of such failure from the City specifying the obligations not so performed, have reasonable time, as determined by the City, to, and shall, perform, or cause to be performed, such obligations at no cost or expense to the City. If, however, the Association has sufficient capital reserves and revenues to continue to maintain the Streets to City specifications, or if the Developer provides an adequate performance or maintenance bond, then the City Council may, at its sole discretion, waive all or any portion of the Developer's two (2) year obligation as provided above.

The City shall have a public easement on the Streets for street lighting to light its access for police and fire fighting purposes and for utility easements. Upon the approval of the City Council, as delineated in the policies written in Ordinance No. 94-11, the City may, but is not required to, assume the responsibility for the payment of all or a portion of the street lighting as to light the City's police and fire fighting easements and utility easements, unless prevented by law from doing so.

This Agreement shall become effective upon its approval or ratification by the City Council of the City and its execution by the parties hereto. The City Council may, at the end of five (5) years, upon the duly authorized written request of the Board of Directors of the Association and of the owners of at least 80% of the residential lots within the Subdivision, and the Developer, so long as Developer still owns any property within the Subdivision, pass an ordinance declaring the Streets to be public with no compensation being paid to any lot owner, property owner, homeowners association, or developer with respect to the Subdivision.

Prior to acceptance of any conveyance or mandate to accept, the City shall have the right to conduct an independent review of the proposed conveyance and shall have the right to refuse or delay any conveyance if the City Council of the City should determine that such conveyance would operate as a financial, legal or practical detriment to the City as shall be determined by the City Council of the City in the exercise of its sound legislative discretion.

This Agreement is performable in Galveston County, Texas and venue for any litigation over any aspects of this Agreement shall be exclusively in the appropriate courts of Galveston County, Texas.

The parties hereto recognize and understand that disputes may occur and, as such, Developer and its assigns further understands that this Agreement involves a governmental entity and, as such, there can be delegation to a third party individual or third party entity as an entity or person for final resolution of the duties and obligations of the City as herein provided. Thus, the parties hereto contract and agree that all disputes or questions SHALL BE RESOLVED AND DECIDED BY BINDING ARBITRATION BEFORE A PANEL OF THREE ARBITRATORS PURSUANT TO THE FEDERAL ARBITRATION ACT IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES THEN IN EFFECT WITH THE AMERICAN ARBITRATION ASSOCIATION. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT AND THE OBLIGATIONS TO BE PERFORMED HEREUNDER CONSTITUTE INTERSTATE COMMERCE, THE ARBITRATION PROCEEDING SHALL BE CONDUCTED IN LEAGUE CITY, TEXAS. JUDGMENT UPON

ANY AWARD RENDERED IN ANY SUCH ARBITRATION PROCEEDING MAY BE ENTERED BY ANY FEDERAL OR STATE COURT HAVING JURISDICTION. THIS AGREEMENT TO ARBITRATE SHALL BE ENFORCEABLE IN EITHER FEDERAL OR STATE COURT. THE ENFORCEMENT OF THIS AGREEMENT TO ARBITRATE AND ALL PROCEDURAL ASPECTS OF THIS AGREEMENT TO ARBITRATE, INCLUDING BUT NOT LIMITED TO, THE CONSTRUCTION AND INTERPRETATION OF THIS AGREEMENT TO ARBITRATE, THE SCOPE OF THE ARBITRABLE ISSUES, ALLEGATIONS OF WAIVER, DELAY OR DEFENSES TO ARBITRABILITY, AND THE RULES GOVERNING THE CONDUCT OF THE ARBITRATION, SHALL BE GOVERNED BY AND CONSTRUED PURSUANT TO THE FEDERAL ARBITRATION ACT.

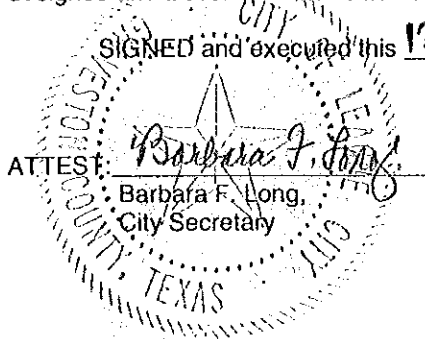
All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

This Agreement is for the benefit of the City and the Developer and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument duly authorized by the City Council of League City, or its authorized designee and Developer and or its assigns.

SIGNED and executed this 13th day of October, 2008.



CITY OF LEAGUE CITY

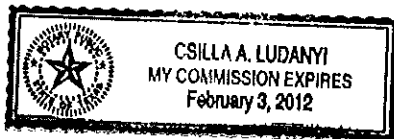
By: [Signature]
Toni Randall, Mayor

STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, the undersigned authority, on this day personally appeared Toni Randall, Mayor 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 above and foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein and herein set forth.

Given under my hand and seal of office this 13th day of October, 2008.



[Signature]
NOTARY PUBLIC in and for the
State of Texas
My Commission Expires: 02/03/2012

SIGNED and executed this 8th day of October, 2008.

MB HARBOUR, LTD., a Texas limited partnership

By: Harbour Management, LLC,
General Partner

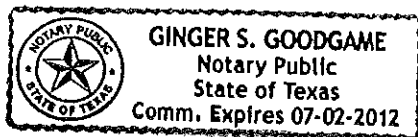
By: 
Nick Scotto, President

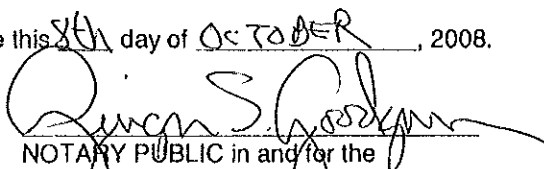
STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, the undersigned authority, on this day personally appeared Nick Scotto, President of Harbour Management, LLC, General Partner of MB Harbour, Ltd., a Texas limited partnership, known to me or having proved to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein set forth.

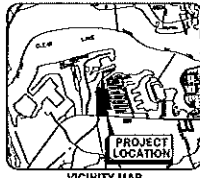
Given under my hand and seal of office this 8th day of OCTOBER, 2008.




NOTARY PUBLIC in and for the
State of Texas
My Commission Expires: 7-2-12

METES AND BOUNDS DESCRIPTION

BEING 37.101 acres of land situated in the Michael Johnson 2 League Grant, Abstract No. 18 in Galveston County, Texas, being a portion of Book 2418...



VICINITY MAP NOT TO SCALE

FINAL PLAT OF CYPRESS BAY SECTION 1

BEING A SUBDIVISION CONTAINING 37.101 ACRES OF LAND SITUATED IN THE MICHAEL JOHNSON 2 LEAGUE GRANT IN THE CITY OF LEAGUE CITY, GALVESTON COUNTY, TEXAS.

CONTAINING 3 BLOCKS WITH 7 RESERVES AND 60 LOTS

THE SMALLEST RESIDENTIAL LOT IN THIS SUBDIVISION CONTAINS 0.119 SQ. FT. THE LARGEST CONTAINS 2.230 SQ. FT. THE TYPICAL LOT SIZE FOR THIS SUBDIVISION IS APPROXIMATELY 10,000 SQ. FT.

ENGINEER AND LAND SURVEYOR

HUNT-ZOLLARS HUNT-ZOLLARS, P.C. 1000 S. DANNY ASPEN, SUITE 200 HOUSTON, TEXAS 77077 (281) 496-0058

OWNER/DEVELOPER

M.R. HENDERSON LTD. 2951 MAGNolia BAY DRIVE, SUITE 130 LEAGUE CITY, TEXAS 77573 (281) 334-2222

SEPTEMBER 26, 2008

PAGE 1 OF 2

STATE OF TEXAS

COUNTY OF GALVESTON

WE, M. B. Harbour, Ltd., acting by and through Nick Sozza, President, and attested by M. Teresa Sozza, its Secretary, certify that the attached map of Cypress Bay Section 1, the hereby made and established subdivisions of said subdivision of said property...

WHEREAS my hand in the County of Galveston, State of Texas, this _____ day of _____, 2008.

M. B. Harbour, Ltd. By: Nick Sozza, President; M. Teresa Sozza, Secretary

STATE OF TEXAS

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared Nick Sozza, General Manager, of M. B. Harbour, Ltd. known 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...

WITNESS MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2008.

Nick Sozza, Notary Public in and for the State of Texas

My commission expires _____

STATE OF TEXAS

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared M. Teresa Sozza, Secretary of M. B. Harbour, Ltd. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed...

WITNESS MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2008.

M. Teresa Sozza, Notary Public in and for the State of Texas

My commission expires _____

STATE OF TEXAS

COUNTY OF GALVESTON

This is to certify that the Planning and Zoning Commission of the City of League City, Texas has approved this plat of Cypress Bay Section 1, in conformance with the laws of the State of Texas and the ordinances of the City of League City in all respects and authorized the recording of this plat in this _____ day of _____, 2008.

City of League City Planning Commission, Chairman

City of League City Planning Commission, Secretary

I, Mary Ann O'Connell, County Clerk, Galveston County, Texas do hereby certify that the within instrument was filed for record in my office in _____ day of _____, 2008.

WITNESS MY HAND AND SEAL OF OFFICE, in Galveston County, Texas, this day and date last above written.

Mary Ann O'Connell, County Clerk Galveston County, Texas

By: _____, Deputy

NOTES

- 1. LIL-HANSCAPE EASEMENT
2. EASEMENT EASEMENT
3. EASEMENT EASEMENT
4. EASEMENT EASEMENT
5. EASEMENT EASEMENT
6. EASEMENT EASEMENT
7. EASEMENT EASEMENT
8. EASEMENT EASEMENT
9. EASEMENT EASEMENT
10. EASEMENT EASEMENT
11. BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 AND BY COORDINATE SYSTEM...

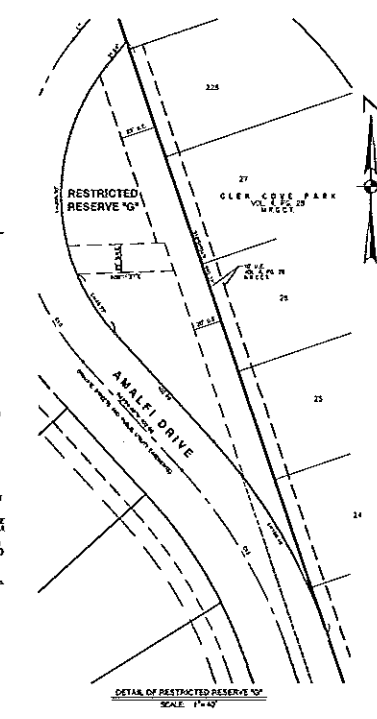


Table with 2 columns: Reserve Number and Description. Includes details for Reserve 1 through Reserve 7.

RESERVE AREAS: Table listing reserve areas with acreage and square foot details. Includes a note about the easement and a table for the easement area.

Curve	Radius	Length	Chord	Chord Bear.	Chord Bear.
00000	800.00	333.41	1424.48	333.41	N 64°01'00" E
00001	150.00	124.36	123.13	124.36	N 65°01'00" E
00002	200.00	157.08	155.85	157.08	N 66°01'00" E
00003	250.00	188.35	187.12	188.35	N 67°01'00" E
00004	300.00	218.71	217.48	218.71	N 68°01'00" E
00005	350.00	248.35	247.12	248.35	N 69°01'00" E
00006	400.00	277.35	276.12	277.35	N 70°01'00" E
00007	450.00	305.85	304.62	305.85	N 71°01'00" E
00008	500.00	333.95	332.72	333.95	N 72°01'00" E
00009	550.00	361.75	360.52	361.75	N 73°01'00" E
00010	600.00	389.35	388.12	389.35	N 74°01'00" E
00011	650.00	416.75	415.52	416.75	N 75°01'00" E
00012	700.00	444.05	442.82	444.05	N 76°01'00" E
00013	750.00	471.35	469.12	471.35	N 77°01'00" E
00014	800.00	498.65	495.42	498.65	N 78°01'00" E
00015	850.00	525.95	521.72	525.95	N 79°01'00" E
00016	900.00	553.25	548.02	553.25	N 80°01'00" E
00017	950.00	580.55	574.32	580.55	N 81°01'00" E
00018	1000.00	607.85	600.62	607.85	N 82°01'00" E
00019	1050.00	635.15	626.92	635.15	N 83°01'00" E
00020	1100.00	662.45	653.22	662.45	N 84°01'00" E
00021	1150.00	689.75	679.52	689.75	N 85°01'00" E
00022	1200.00	717.05	705.82	717.05	N 86°01'00" E
00023	1250.00	744.35	732.12	744.35	N 87°01'00" E
00024	1300.00	771.65	758.42	771.65	N 88°01'00" E
00025	1350.00	798.95	784.72	798.95	N 89°01'00" E
00026	1400.00	826.25	811.02	826.25	N 90°01'00" E
00027	1450.00	853.55	837.32	853.55	N 91°01'00" E
00028	1500.00	880.85	863.62	880.85	N 92°01'00" E
00029	1550.00	908.15	889.92	908.15	N 93°01'00" E
00030	1600.00	935.45	916.22	935.45	N 94°01'00" E
00031	1650.00	962.75	942.52	962.75	N 95°01'00" E
00032	1700.00	990.05	968.82	990.05	N 96°01'00" E
00033	1750.00	1017.35	995.12	1017.35	N 97°01'00" E
00034	1800.00	1044.65	1021.42	1044.65	N 98°01'00" E
00035	1850.00	1071.95	1047.72	1071.95	N 99°01'00" E
00036	1900.00	1099.25	1074.02	1099.25	N 100°01'00" E
00037	1950.00	1126.55	1100.32	1126.55	N 101°01'00" E
00038	2000.00	1153.85	1126.62	1153.85	N 102°01'00" E
00039	2050.00	1181.15	1152.92	1181.15	N 103°01'00" E
00040	2100.00	1208.45	1179.22	1208.45	N 104°01'00" E
00041	2150.00	1235.75	1205.52	1235.75	N 105°01'00" E
00042	2200.00	1263.05	1231.82	1263.05	N 106°01'00" E
00043	2250.00	1290.35	1258.12	1290.35	N 107°01'00" E
00044	2300.00	1317.65	1284.42	1317.65	N 108°01'00" E
00045	2350.00	1344.95	1310.72	1344.95	N 109°01'00" E
00046	2400.00	1372.25	1337.02	1372.25	N 110°01'00" E
00047	2450.00	1399.55	1363.32	1399.55	N 111°01'00" E
00048	2500.00	1426.85	1389.62	1426.85	N 112°01'00" E
00049	2550.00	1454.15	1415.92	1454.15	N 113°01'00" E
00050	2600.00	1481.45	1442.22	1481.45	N 114°01'00" E
00051	2650.00	1508.75	1468.52	1508.75	N 115°01'00" E
00052	2700.00	1536.05	1494.82	1536.05	N 116°01'00" E
00053	2750.00	1563.35	1521.12	1563.35	N 117°01'00" E
00054	2800.00	1590.65	1547.42	1590.65	N 118°01'00" E
00055	2850.00	1617.95	1573.72	1617.95	N 119°01'00" E
00056	2900.00	1645.25	1600.02	1645.25	N 120°01'00" E
00057	2950.00	1672.55	1626.32	1672.55	N 121°01'00" E
00058	3000.00	1700.00	1652.62	1700.00	N 122°01'00" E

Curve	Radius	Length	Chord	Chord Bear.
00059	3050.00	1727.35	1678.92	N 123°01'00" E
00060	3100.00	1754.65	1705.22	N 124°01'00" E
00061	3150.00	1781.95	1731.52	N 125°01'00" E
00062	3200.00	1809.25	1757.82	N 126°01'00" E
00063	3250.00	1836.55	1784.12	N 127°01'00" E
00064	3300.00	1863.85	1810.42	N 128°01'00" E
00065	3350.00	1891.15	1836.72	N 129°01'00" E
00066	3400.00	1918.45	1863.02	N 130°01'00" E
00067	3450.00	1945.75	1889.32	N 131°01'00" E
00068	3500.00	1973.05	1915.62	N 132°01'00" E
00069	3550.00	2000.35	1941.92	N 133°01'00" E
00070	3600.00	2027.65	1968.22	N 134°01'00" E
00071	3650.00	2054.95	1994.52	N 135°01'00" E
00072	3700.00	2082.25	2020.82	N 136°01'00" E
00073	3750.00	2109.55	2047.12	N 137°01'00" E
00074	3800.00	2136.85	2073.42	N 138°01'00" E
00075	3850.00	2164.15	2100.00	N 139°01'00" E
00076	3900.00	2191.45	2126.30	N 140°01'00" E
00077	3950.00	2218.75	2152.60	N 141°01'00" E
00078	4000.00	2246.05	2178.90	N 142°01'00" E
00079	4050.00	2273.35	2205.20	N 143°01'00" E
00080	4100.00	2300.65	2231.50	N 144°01'00" E
00081	4150.00	2327.95	2257.80	N 145°01'00" E
00082	4200.00	2355.25	2284.10	N 146°01'00" E
00083	4250.00	2382.55	2310.40	N 147°01'00" E
00084	4300.00	2409.85	2336.70	N 148°01'00" E
00085	4350.00	2437.15	2363.00	N 149°01'00" E
00086	4400.00	2464.45	2389.30	N 150°01'00" E
00087	4450.00	2491.75	2415.60	N 151°01'00" E
00088	4500.00	2519.05	2441.90	N 152°01'00" E
00089	4550.00	2546.35	2468.20	N 153°01'00" E
00090	4600.00	2573.65	2494.50	N 154°01'00" E
00091	4650.00	2600.95	2520.80	N 155°01'00" E

FINAL PLAN
OF
**CYPRESS BAY
SECTION 1**

BEING A SUBDIVISION CONTAINING 37,101 ACRES OF LAND
SITUATED IN THE MAGUEL MULDOON 2 LEAGUE GRANT IN THE CITY
OF LEAGUE CITY, GALVESTON COUNTY, TEXAS.

CONTAINING 3 BLOCKS WITH 7 RESERVES AND 60 LOTS

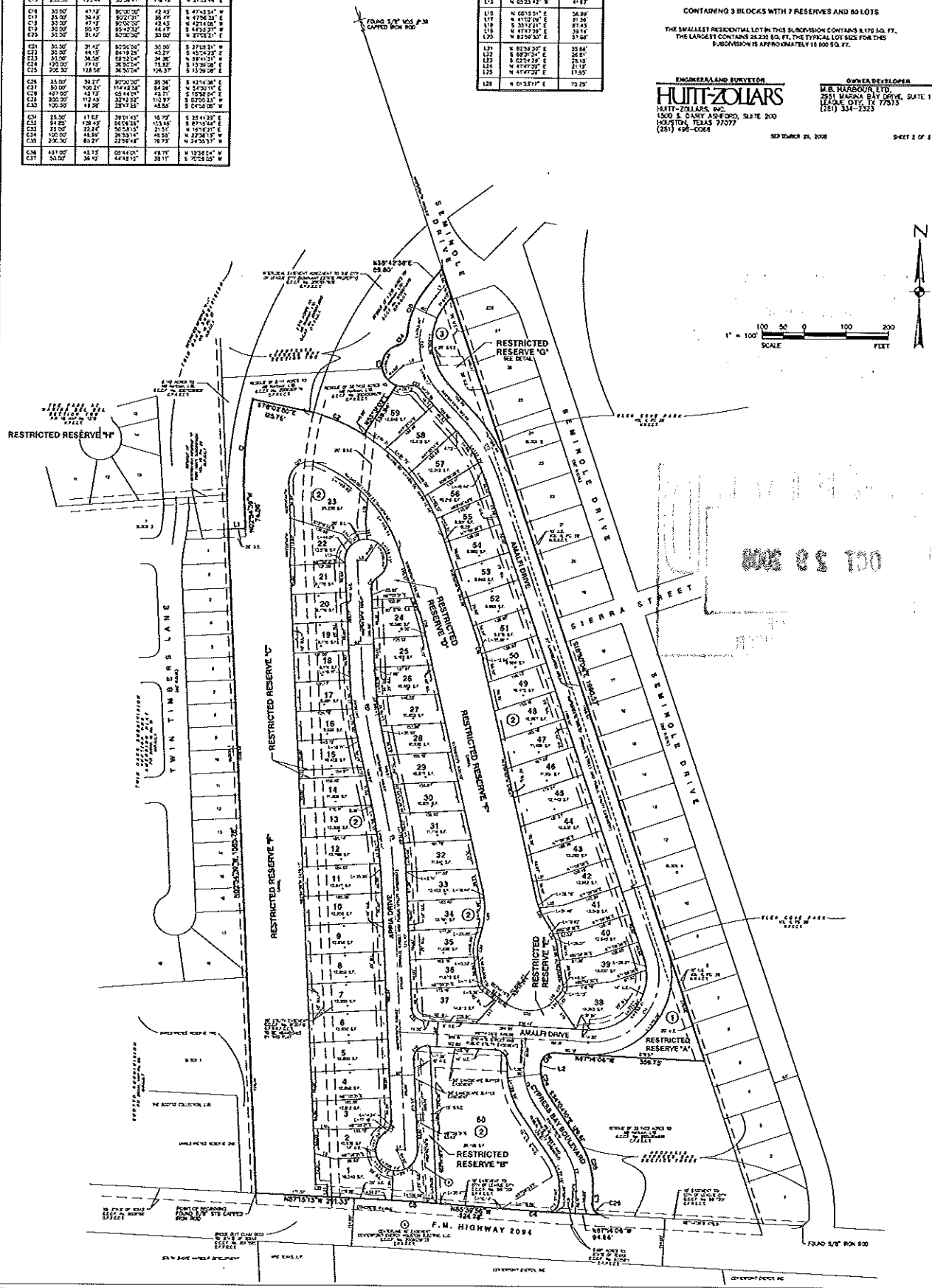
THE SMALLEST RESIDENTIAL LOT IN THIS SUBDIVISION CONTAINS 8,170 SQ. FT.
THE LARGEST CONTAINS 28,238 SQ. FT. THE TYPICAL LOT SIZE FOR THIS
SUBDIVISION IS APPROXIMATELY 15,900 SQ. FT.

ENGINEER/LAND SURVEYOR
HUITZ-ZOLIARS
HUITZ-ZOLIARS, P.C.
1500 S. DART ASHFORD, SUITE 210
HOUSTON, TEXAS 77077
(281) 496-0068

OWNER/DEVELOPER
M.B. HARBOR, LTD.
2531 MARINA BAY DRIVE, SUITE 130
LEAGUE CITY, TX 77573
(281) 334-2323

SEPTEMBER 29, 2008

SHEET 1 OF 1



11/27/2008 10:00 AM, PLANET, SECTION 1, 2008-10-10, 10:00 AM