

CITY OF MANOR LICENSE AGREEMENT

This License Agreement (the “Agreement”) is made and entered into on this the ____ day of December, 2024, (the “Effective Date”) by and between the CITY OF MANOR, a home-rule municipal corporation and political subdivision of the State of Texas situated in Travis County, Texas (the “City” or “Licensor”), and MERITAGE HOMES OF TEXAS, LLC, a Arizona limited liability company (the “Licensee”). The City and the Licensee are referred to together as the “Parties”.

RECITALS:

WHEREAS, the Licensee intends to construct a Retaining Wall (the “Retaining Wall”) entirely on the Licensee’s property, located along the property line shared by the City and the Licensee, which Retaining Wall will not encroach on the City’s property; and

WHEREAS, the Licensee has requested access to the Retaining Wall through the City’s property in order to perform certain work, including the construction, inspection, maintenance, and repair of the Retaining Wall; and

WHEREAS, the City desires to grant the Licensee a license to enter the City’s Property for the purpose of constructing, maintaining, and repairing the Retaining Wall, subject to the terms and conditions set forth in this License Agreement.

NOW, THEREFORE, in consideration of the premises, in furtherance of the mutual benefits to be derived by the general public, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Licensee agree as follows:

I. RECITALS

1.01. The Recitals set out above in this Agreement are hereby adopted in whole as if each were set out herein.

II. PURPOSE OF LICENSE AGREEMENT

2.01. The City grants to Licensee permission to use the licensed property for the following purposes only:

Construction, improvement, maintenance, and repairing the Retaining Wall located on the Licensee’s property. The Retaining Wall will be located entirely on the Licensee Property and will not encroach upon or be constructed on the City’s property, as more particularly shown and described in Exhibit “A” attached hereto (the “Improvements”).

The above-described property, hereinafter referred to as the “Licensed Property”, is further shown in Exhibit “A” attached to this Agreement and incorporated by reference for all purposes.

2.02. The City makes this grant solely to the extent of its right, title and interest in the Licensed Property without any express or implied warranties to allow the Licensee to enter the Licensed Property for the construction, installation, maintenance, repair, and/or replacement of the Improvements, as well as any other activities that are reasonably necessary or incidental to the construction or maintenance of the Improvements, at the Licensee's sole expense.

2.03. Licensee agrees that: (a) the construction, installations, and maintenance of the Improvements shall be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted; (b) that all construction and installation of the Improvements will be completed in a reasonably timely manner without delay that is caused by Licensee; and (c) Licensee will construct the Improvements according to plans filed with the City. Any changes in construction will be approved by the City. Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the Improvements permitted under this Agreement.

III. FEE

3.01. No annual fee shall be due in connection with this Agreement.

3.02. Licensee shall be responsible for all costs and expenses associated with the preparation, negotiation, and execution of this Agreement, including but not limited to attorney's fees, document preparation costs, and any related expenses incurred by the City. The City shall have no responsibility for any such costs, and Licensee agrees to promptly reimburse the City for any amounts invoiced for these services.

IV. CITY'S RIGHTS TO LICENSED PROPERTY

4.01. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the Licensed Property.

4.02. Said uses of the Licensed Property by the City are permitted even though such use may substantially interfere with or destroy Licensee's use of the Licensed Property, or the Improvements. In case of a declared emergency, damage or destruction of the Improvements, or any other property of the Licensee shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees.

4.03. Notwithstanding any provisions in this Agreement to the contrary, the City retains the right to enter upon the Licensed Property, at any time and without notice, assuming no obligation to Licensee, to remove any of the Improvements thereof whenever such modification is deemed necessary for: (a) exercising the City's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) the public health or safety with respect to the Licensed

Property.

V. LICENSEE RESPONSIBILITIES

5.01. Licensee shall pay, in full, all persons who perform labor. Licensee will not allow any mechanic or material liens to be filed or enforced against the Licensed Property, or the property of the City for work done or materials furnished at Licensee's instance or request. If any such liens are filed thereon, Licensee agrees to immediately remove the same at Licensee's own cost and expense, without regard to the legal enforceability of such liens. Should Licensee fail, neglect or refuse to do so, the City shall have the right to terminate this Agreement or at its option pay any amount required to release any such lien or liens, or to defend any action brought thereon, and to pay any judgment entered therein, and Licensee shall be liable to the City for all costs, damages and attorney's fees, and any amounts expended in defending any proceedings, or in the payment of any of such liens, or any judgment obtained against the City upon demand with interest at the maximum rate from demand until payment.

5.02. Licensee shall be solely responsible for obtaining any and all Regulatory Approvals and any other licenses, easements, permits, consents, or permissions necessary for Licensee's use of the Licensed Property including, without limitation, from any owner of an interest in the Licensed Property.

5.03. Licensee shall be responsible for any and all damage to or repair of the Improvements or damage to the Licensed Property caused as a result of acts or omissions by Licensee, its agents, officers, directors, or employees. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee.

VI. INSURANCE

6.01. Licensee shall, at its sole expense, obtain and maintain insurance of the types and in the amounts as set forth on Exhibit "B" attached to this Agreement. If Licensee fails to do so, Licensor shall have the immediate right (but not the obligation) to affect such insurance without notice to Licensee, in which event the amount so paid by Licensor shall be paid by Licensee to Licensor upon demand with interest at the maximum rate allowed by law from demand until payment. Such insurance coverage shall specifically name the City as an additional insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement, or otherwise within the public right-of-way and within the Licensed Property. Licensee shall be responsible for any deductibles stated in the policy. The amount of such coverage may be increased from time to time as may be deemed necessary and prudent by the City and the Licensee based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. A certificate of insurance evidencing such coverage shall be delivered to the City Secretary of the City within thirty (30) days of the Effective Date of this Agreement.

6.02. Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All

insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail. Notwithstanding the foregoing, in the event obtaining such provision for prior notice to the City is not reasonably available, Licensee agrees to give the City written notice of any suspension, cancellation, non-renewal or material change in coverage of the insurance policy required to be obtained and maintained by the Licensee under the terms of this Agreement. Within ten (10) days after a suspension, cancellation or non-renewal of coverage, Licensee shall provide a replacement certificate of insurance to the City. The City shall have the option to suspend Licensee's authorization and liability under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

6.03. LICENSEE WAIVES ALL RIGHTS OF RECOVERY AGAINST LICENSOR (AND ANY OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF LICENSOR), AND AGREES TO RELEASE THE LICENSOR FROM LIABILITY, FOR LOSS OR DAMAGE TO THE EXTENT SUCH LOSS OR DAMAGE IS COVERED BY VALID AND COLLECTIBLE PROPERTY INSURANCE IN EFFECT COVERING LICENSEE AT THE TIME OF SUCH LOSS OR DAMAGE WHETHER OR NOT SUCH DAMAGE OR LOSS MAY BE ATTRIBUTABLE TO THE NEGLIGENCE OF LICENSOR OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES. IT IS THE EXPRESS INTENT OF LICENSOR AND LICENSEE THAT THE WAIVER OF SUBROGATION CONTAINED IN THIS SECTION APPLY TO ALL MATTERS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY OF THE SAME THAT ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF LICENSOR OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES.

VII. INDEMNIFICATION

7.01. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, damage, costs, losses, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the activities of the Licensee under this Agreement, including any acts or negligent omissions of the Licensee, and its agents, officers, directors, or employees, while in the exercise or performance of the rights or duties under this Agreement. This indemnification provision, however, shall not apply to any claims, suits, demands, judgments, damage, costs, losses, or expenses arising solely from the negligent or willful acts or omissions of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

7.02. The City shall indemnify, defend, and hold harmless Licensee and its officers, members, managers, agents and employees against all claims, suits, demands, judgments, damage, costs, losses, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the activities of the City on, within, or with respect to the Licensed Property and/or Retaining Wall, including any acts or

negligent omissions of the City, and its agents, officers, directors, or employees, while in the exercise or performance of the rights or duties under this Agreement. This indemnification provision, however, shall not apply to any claims, suits, demands, judgments, damage, costs, losses, or expenses arising solely from the negligent or willful acts or omissions of Licensee; provided that for the purposes of the foregoing, Licensee entering into this Agreement shall not be deemed to be a “negligent or willful act.”

VIII. CONDITIONS

8.01. Maintenance. Licensee shall maintain the Retaining Wall in good condition, including performing all necessary repairs and upkeep to ensure the integrity and safety of the Improvements. Licensee is responsible for the full cost of such maintenance and repairs. If electrical usage or other utilities are associated with the Improvements, Licensee shall bear the full cost of such services.

8.02. Modification or Removal of Improvements. Licensee agrees that modification or removal of the Improvements shall be at Licensee’s expense. Prior to undertaking any modification, Licensee shall obtain all necessary permits, approvals, or consents from the City or other relevant authorities. Licensee shall perform such modifications or removals in a manner that does not interfere with the City's rights or obligations under this Agreement. This Agreement, until its expiration or revocation shall remain in effect as a covenant running with the land, and the obligations and terms hereof shall be binding upon the Licensee's successors and assigns. Licensee shall provide written notice to any successors-in-interest of this Agreement at the time of transfer of rights or property.

8.03. Default; Notice. In the event Licensee fails to maintain the Licensed Property in accordance with the terms of this Agreement, or otherwise fails to comply with any term or condition set forth herein, the City shall provide written notice of such default to Licensee by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to remedy the failure. If Licensee fails to correct the default within the thirty (30) day period, the City shall have the right to terminate this Agreement.

City:

City of Manor
Attn: City Manager
105 E. Eggleston Street
Manor, Texas 78653

with a copy to:
The Knight Law Firm, LLP
Attn: Paige Saenz
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

Licensee:

Meritage Homes of Texas, LLC

Attn: _____

12301 Research Blvd, Bldg 4, Ste 400

Austin, TX 78759

with a copy to:

8.04. Remedies. The Licensee agrees that in the event of any default on its part under this Agreement, the City shall have available to it equitable remedies including, without limitation, the right of the City to seek to obtain a writ of mandamus or an injunction, or seek specific performance against the Licensee to enforce the Licensee's obligations under this Agreement.

8.05. Compliance. Notwithstanding any other term, provision or conditions of this Agreement, subject only to prior written notification to the Licensee, this Agreement is revocable by the City if Licensee fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

8.06 Force Majeure. Licensor shall not be liable to Licensee for events beyond the control of Licensor that prevents or restricts access to the Licensed Property ("Event of Force Majeure"). Events of Force Majeure shall include, without limitation: Acts of God; strikes, lockouts, or other industrial disputes; epidemics, pandemics, civil disturbances, acts of domestic or foreign terrorism, riots or insurrections; landslides, lightning, earthquakes, fire, storms, floods or washouts; explosions; interruptions by government or court orders; declarations of emergencies by applicable federal, state or local authorities; and, present or future orders of any regulatory body having proper jurisdiction and authority. If the use of the Licensed Property is prevented in whole or in material part by an Event of Force Majeure that extends more than ninety (90) days, the Parties shall review the Event of Force Majeure to determine if termination of this Agreement is warranted by Licensor. If the Parties determine that the Event of Force Majeure indefinitely restricts Licensee from accessing the Licensed Property, then Licensor may terminate this Agreement upon written notice. Licensee agrees that its exclusive remedy in the event of termination under this paragraph shall be a refund of the unearned fees and charges paid by Licensee prior to the termination. Licensee hereby releases and waives all claims against Licensor for any cost, loss, expense, liability, or damages sustained by reason of such termination.

IX. COMMENCEMENT AND TERMINATION

9.01. This Agreement shall begin with the effective date set forth above and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless otherwise

terminated. If Licensee abandons construction or maintenance of all or any part of the Improvements or Licensed Property as set forth in this Agreement, then this Agreement, shall expire and terminate following thirty (30) days written notice to the Licensee if such abandonment has not been remedied by the Licensee within such period; the City shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the City as of the time abandoned.

X. TERMINATION

10.01. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then it shall remove all Improvements that it made to the Licensed Property within the thirty (30) day notice period at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

10.02. Termination by City. Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

- (a) The Improvements, or a portion of them, interfere with the City's right-of-way; or
- (b) Use of the right-of-way area becomes necessary for a public purpose; or
- (c) The Improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration or maintenance of such Improvements; or
- (d) Despite thirty (30) days written notice to Licensee, Licensee fails to complete construction of the Improvements in accordance with the terms of this Agreement or fails to meet required safety or construction standards for the Improvements; or
- (e) Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or license fee requirements specified herein.

XI. EMINENT DOMAIN

11.01. If eminent domain is exerted on the Licensed Property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations or Improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations or Improvements taken, if any.

XII. INTERPRETATION

12.01. Although drawn by the City, this Agreement shall, in the event of any dispute over its intent, meaning, or application, be interpreted fairly and reasonably, and neither more strongly for

or against either party.

XIII. APPLICATION OF LAW

13.01. This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

IV. VENUE

14.01. Venue for all lawsuits concerning this Agreement will be in Travis County, Texas.

XV. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT

15.01. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

XVI. ASSIGNMENT

16.01. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, the Licensee shall furnish to the City a copy of any such assignment or transfer of any of the Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

XVII. MISCELLANEOUS

17.01. No Warranty. LICENSOR MAKES NO REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF ITS RIGHT, TITLE, OR INTEREST IN OR TO THE LICENSED PROPERTY, AND ANY IMPLIED REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF LICENSOR'S RIGHT, TITLE, AND INTEREST IN OR TO THE LICENSED PROPERTY IS HEREBY EXPRESSLY DISAVOWED BY LICENSOR. FURTHERMORE, LICENSEE ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE CONDITION OF THE LICENSED PROPERTY "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND LICENSEE ACKNOWLEDGES THAT LICENSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTIES OF THE CONDITION OF THE LICENSED PROPERTY OR THAT THE LICENSED PROPERTY IS FIT FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, LICENSEE ACKNOWLEDGES AND AGREES THAT IT WILL INSTALL ALL IMPROVEMENTS LICENSEE REQUIRES ON THE LICENSED PROPERTY, IS RESPONSIBLE FOR THEIR COMPLIANCE WITH ALL APPLICABLE LAWS, AND IS RESPONSIBLE FOR ALL LICENSES, EASEMENTS, PERMITS, CONSENTS, OR PERMISSIONS REQUIRED FOR

LICENSEE'S USE OF THE LICENSED PROPERTY AND LICENSOR WILL HAVE NO LIABILITY OR RESPONSIBILITY THEREFORE.

17.02. Obligation to Report. If Licensee is aware any dangerous or defective condition exists on the Licensed Property that, under the normal course of business is the responsibility of the Licensor, and Licensee fails to report the problem to Licensor, Licensee continues to be responsible for its obligations established in this Agreement. Under these circumstances, Licensor will not be liable for any detrimental consequences.

17.03. No Waiver. The failure of Licensor to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Receipt by Licensor of License Fees or of any other payment or the acceptance by Licensor of performance of anything required by this Agreement to be performed with knowledge of the breach of a covenant shall not be deemed a waiver of such breach. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the Agreement or otherwise available to Licensor by law will not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. No waiver of any provision, covenant, agreement or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party against whom such waiver is charged. The express waiver by either Licensor or Licensee of any breach shall not operate to extinguish the covenant or condition, the breach of which has been waived.

17.04. Governmental Entity. The City of Manor is a governmental entity and nothing contained herein shall be deemed a waiver of any rights or privileges afforded governmental entities under the laws of the state of Texas law or the Texas Constitution.

17.05. Compliance with Laws. Licensee agrees not to use the Licensed Property for any unlawful purpose. Licensor reserves the right, in its sole discretion, to unilaterally amend this Agreement at any time to incorporate any modifications necessary for Licensor's compliance, with all applicable state and federal laws, regulations, requirements and guidelines. Licensor will provide Licensee with notice of any such required changes by written notice.

17.06. No Joint Venture. This Agreement does not intend to, and nothing contained in this Agreement shall, create any partnership, joint venture or other joint or equity type agreement between Licensor and Licensee.

17.07. No Third-Party Beneficiaries. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement and no such other person, firm organization or corporation shall have any right or cause of action hereunder.

17.08. Severability. If any provisions of this Agreement are, for any reason, held by a court to be unenforceable, then the invalidity of such provision will not invalidate any other provisions, which other provisions will remain in full force and effect unless removal of such invalid provision

destroys the legitimate purpose of the Agreement, in which event the Agreement will be terminated.

17.09. Personal License. The rights and privileges herein given are personal to the Licensee. Licensee has no exclusive rights or benefits other than those set forth herein.

17.10. Right of Entry. At any time during the term hereof, Licensor or its representatives shall have the right, without disturbance of Licensee's use or possession, to enter the Licensed Property.

17.11. Dates of Performance. In the event that the date for performance by either party of any obligation under this Agreement are required to be performed by such party falls on a Saturday, Sunday or national holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

17.12. Exhibits. This Agreement incorporates by reference the following Exhibits:

1. Exhibit "A" (Licensed Property)
2. Exhibit "B" (Insurance and Minimum Coverage Requirement)

17.13. Entire Agreement. This Agreement, and any exhibits, embodies the entire agreement and understanding between the Parties relating to the transaction contemplated hereby and supersedes any and all prior or contemporaneous oral or written statements concerning the subject matter of this Agreement. In executing this Agreement, the Parties do not rely upon any statement, promise, or representation not expressed herein.

17.14. Modification. This Agreement may not be modified, changed or altered in any respect except by the mutual written agreement of the Parties.

17.15. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument.

17.16. Interpretation. Whenever used herein, the term "including" shall be deemed to be followed by the words "without limitation". Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender.

17.17. Survival. Termination of this Agreement shall not relieve Licensee's liability or obligation set forth in this Agreement that is expressly stated to survive termination of this Agreement.

[remainder of page intentionally left blank; signature pages to follow]

ACCEPTED this the _____ day of December 2024.

THE CITY:
CITY OF MANOR

Scott Moore, City Manager

ATTEST:

By: _____
Name: Lluvia T. Almaraz, TRMC
Title: City Secretary

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 20____, by Scott Moore, as City Manager of THE CITY OF MANOR, TEXAS, a home-rule municipality, on behalf of said City.

Notary Public, State of Texas

LICENSEE:

Meritage Homes of Texas,
An Arizona limited liability company

By: Meritage Homes of Texas, LLC
its Manager

By: SVAG Asset Management, LLC,
its Manager

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2024, by _____, _____ of _____, on behalf of said corporation,

Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

City of Manor
Attn: City Secretary
105 E. Eggleston Street
Manor, Texas 78653

Exhibit “A”
[attachment follows this page]

**A METES AND BOUNDS
DESCRIPTION OF
A 0.090 ACRE TRACT OF LAND**

BEING a 0.090 acre (3,918 square feet) tract of land situated in the Sumner Bacon Survey No. 62, Abstract No. 63, Travis County, Texas; being a portion of that certain 200.38 acre tract of land described in instrument City of Manor, recorded in Document No. 2012141817 of the Official Public Records of Travis County; and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with a plastic cap found marking a southeast corner of that certain 350.744 acre - Tract 1 described in instrument to Meritage Homes of Texas, LLC., recorded in Document No 2020148949, and corrected in Document No. 2023082673 of the Official Public Records of Travis County, and the southwest corner of said 200.38 acre tract, same point being on the northerly boundary of Lot 4 of Shadowglen Golf Course, plat of which recorded in Document No. 200300186 of the Official Public Records of Travis County;

THENCE, along the common boundary of said 350.744 acre tract and said 200.38 acre tract the following five (5) calls:

1. along the easterly boundary line of said 350.744 acre - Tract 1, and westerly boundary line of said 200.38 acre tract, North 18°19'31" East, 237.85 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 15°28'36" East, 100.08 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner at the **POINT OF BEGINNING** of the herein described tract;
3. North 80°15'36" East, 110.43 feet to a point for corner;
4. North 68°01'22" East, 253.46 feet to a point for corner;
5. North 53°19'16" East, 50.12 feet to a point for corner;

THENCE, crossing into said 200.38 acre tract the following four (4) calls:

1. South 41°43'05" West, 51.23 feet to a point for corner;
2. South 68°01'07" West, 257.09 feet to a point for corner;
3. South 80°15'36" West, 111.50 feet to a point for corner;
4. North 09°44'24" West, 10.00 feet to the **POINT OF BEGINNING**, and containing 0.090 acres of land in Travis County, Texas. The basis of this description is the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83). All distances are on the Grid and shown in U.S. Survey Feet. This description was generated on 8/30/2024 at 11:11 AM, based on geometry in the drawing file K:\SNA_Survey\SHADOWGLEN DEVELOPMENT\067783126-SHADOWGLEN SEC 1&2 PH3 EASEMENTS\Dwg\Exhibits\0.090ac Wall Licensed Property.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.

LINE TABLE		
NO.	BEARING	LENGTH
L1	N18°19'31"E	237.85'
L2	N15°28'36"E	100.08'
L3	N80°15'36"E	110.43'
L4	N68°01'22"E	253.46'
L5	N53°19'16"E	50.12'
L6	S41°43'05"W	51.23'
L7	S68°01'07"W	257.09'
L8	S80°15'36"W	111.50'
L9	N09°44'24"W	10.00'



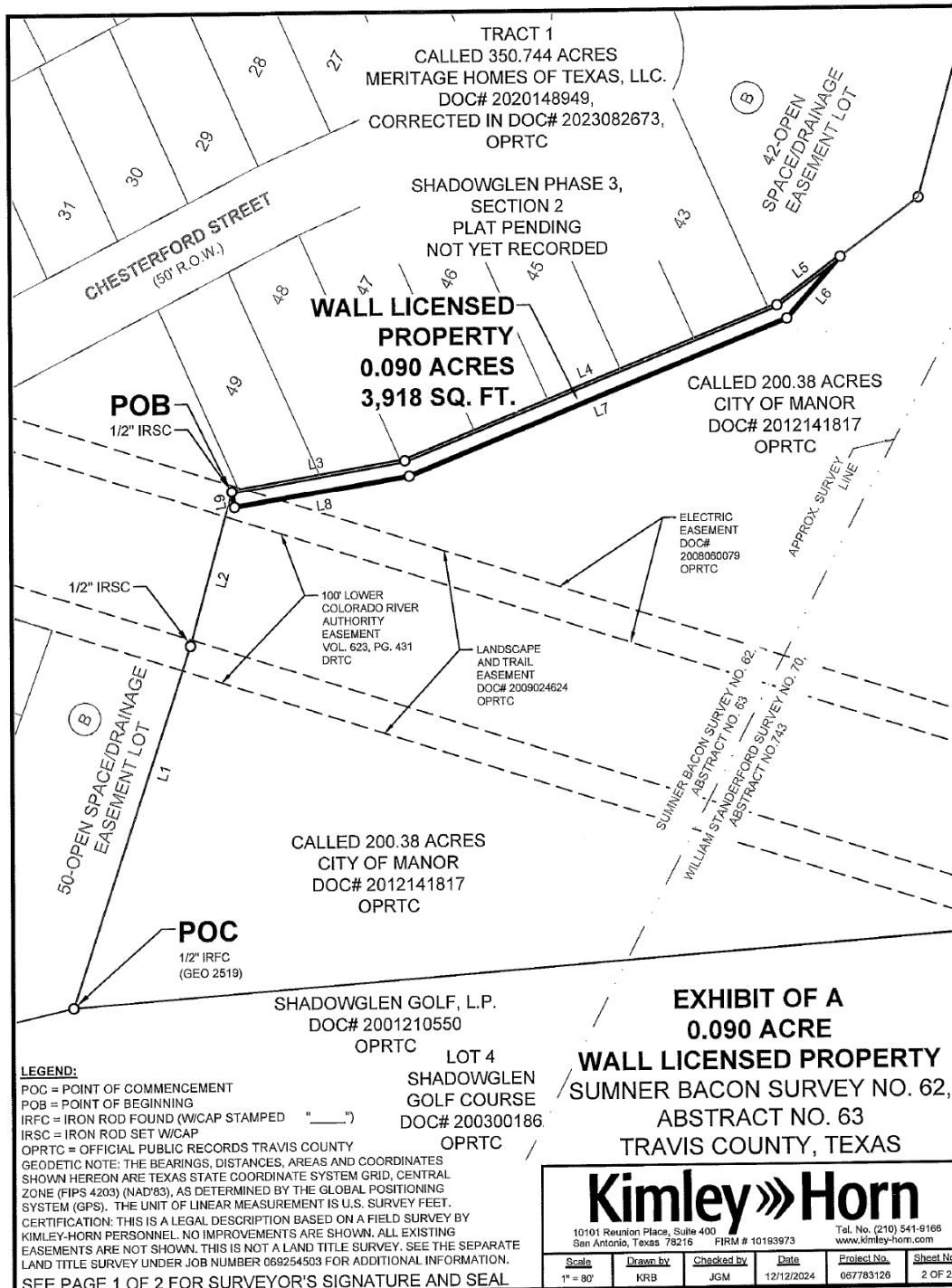
John G. Mosier

**EXHIBIT OF A
0.090 ACRE
WALL LICENSED PROPERTY
SUMNER BACON SURVEY NO. 62,
ABSTRACT NO. 63
TRAVIS COUNTY, TEXAS**

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

Kimley»Horn		10101 Reunion Place, Suite 400 San Antonio, Texas 78216		Tel. No. (210) 541-9166 www.kimley-horn.com	
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	KRB	JGM	12/12/2024	067783126	1 OF 2

GONZALEZ, DAVID 12/12/2024 3:59 PM K:\SNA_SURVEY\SHADOWGLEN DEVELOPMENT\067783126-SHADOWGLEN SEC 1&2 PH3 EASEMENTS\DWG\EXHIBITS\0.090AC WALL LICENSED PROPERTY.DWG



LEGEND:
 POC = POINT OF COMMENCEMENT
 POB = POINT OF BEGINNING
 IRFC = IRON ROD FOUND (W/CAP STAMPED "____")
 IRSC = IRON ROD SET W/CAP
 OPRTC = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY

GEODETIC NOTE: THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

CERTIFICATION: THIS IS A LEGAL DESCRIPTION BASED ON A FIELD SURVEY BY KIMLEY-HORN PERSONNEL. NO IMPROVEMENTS ARE SHOWN. ALL EXISTING EASEMENTS ARE NOT SHOWN. THIS IS NOT A LAND TITLE SURVEY. SEE THE SEPARATE LAND TITLE SURVEY UNDER JOB NUMBER 069254503 FOR ADDITIONAL INFORMATION.

SEE PAGE 1 OF 2 FOR SURVEYOR'S SIGNATURE AND SEAL

EXHIBIT OF A
0.090 ACRE
WALL LICENSED PROPERTY
 SUMNER BACON SURVEY NO. 62,
 ABSTRACT NO. 63
 TRAVIS COUNTY, TEXAS

Kimley»Horn

10101 Reunion Place, Suite 400
 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-6166
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 80'	KRB	JGM	12/12/2024	067783126	2 OF 2

GONZALEZ, DAVID 12/12/2024 3:59 PM K:\SNA_SURVEY\SHADOWGLEN DEVELOPMENT\067783126-SHADOWGLEN SEC 1&2 PH3 EASEMENTS\DWG\EXHIBITS\0.090AC WALL LICENSED PROPERTY.DWG

**A METES AND BOUNDS
DESCRIPTION OF
A 0.366 ACRE TRACT OF LAND**

BEING a 0.366 acre (15,956 square feet) tract of land situated in the Sumner Bacon Survey No. 62, Abstract No. 63, Travis County, Texas; being a portion of that certain 200.38 acre tract of land described in instrument City of Manor, recorded in Document No. 2012141817 of the Official Public Records of Travis County; and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with a plastic cap found marking a southeast corner of that certain 350.744 acre - Tract 1 described in instrument to Meritage Homes of Texas, LLC., recorded in Document No 2020148949, and corrected in Document No. 2023082673 of the Official Public Records of Travis County, and the southwest corner of said 200.38 acre tract, same point being on the northerly boundary of Lot 4 of Shadowglen Golf Course, plat of which recorded in Document No. 200300186 of the Official Public Records of Travis County;

THENCE, along the common boundary line of said 350.744 acre - Tract 1, and said 200.38 acre tract, the following eight (8) calls:

1. North 18°19'31" East, 237.85 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 15°28'36" East, 100.08 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 80°15'36" East, 110.43 feet to a point for corner;
4. North 68°01'22" East, 253.46 feet to a point for corner;
5. North 53°19'11" East, 50.12 feet to a point for corner;
6. North 53°19'20" East, 61.31 feet to a point for corner;
7. North 15°39'29" East, 120.96 feet to a point for corner;
8. North 20°16'48" West, 58.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner at the **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing along said common boundary line the following eleven (11) calls:

1. North 20°16'48" West, 42.51 feet to a point for corner;
2. North 47°55'49" West, 69.64 feet to a point for corner;
3. North 27°40'22" West, 67.98 feet to a point for corner;
4. North 37°52'41" West, 171.53 feet to a point for corner;
5. North 00°55'38" West, 131.34 feet to a point for corner;
6. North 13°13'52" West, 102.27 feet to a point for corner;
7. North 05°41'45" West, 439.10 feet to a point for corner;
8. North 21°47'48" West, 142.43 feet to a point for corner;
9. North 03°24'29" West, 225.46 feet to a point for corner;
10. North 09°02'21" West, 136.28 feet to a point for corner;
11. North 44°17'19" West, 85.54 feet to a point for corner;

THENCE, crossing into the said 200.38 acre tract the following twelve (12) calls:

1. North 45°42'41" East, 10.00 feet to a point for corner;
2. South 44°17'19" East, 88.72 feet to a point for corner;
3. South 09°02'21" East, 139.95 feet to a point for corner;
4. South 03°24'29" East, 224.33 feet to a point for corner;
5. South 21°47'48" East, 142.23 feet to a point for corner;
6. South 05°41'45" East, 439.86 feet to a point for corner;
7. South 13°13'52" East, 102.69 feet to a point for corner;
8. South 00°55'38" East, 129.08 feet to a point for corner;
9. South 37°52'41" East, 169.08 feet to a point for corner;
10. South 27°40'22" East, 67.09 feet to a point for corner;
11. South 47°55'49" East, 71.62 feet to a point for corner;
12. South 06°40'29" East, 45.08 feet to the **POINT OF BEGINNING**, and containing 0.366 acres of land in Travis County, Texas. The basis of this description is the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83). All distances are on the Grid and shown in U.S. Survey Feet. This description was generated on 9/3/2024 at 2:17 PM, based on geometry in the drawing file K:\SNA_Survey\SHADOWGLEN DEVELOPMENT\067783126-SHADOWGLEN SEC 1&2 PH3 EASEMENTS\dwg\Exhibits\0.366ac Wall Licensed Property.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.



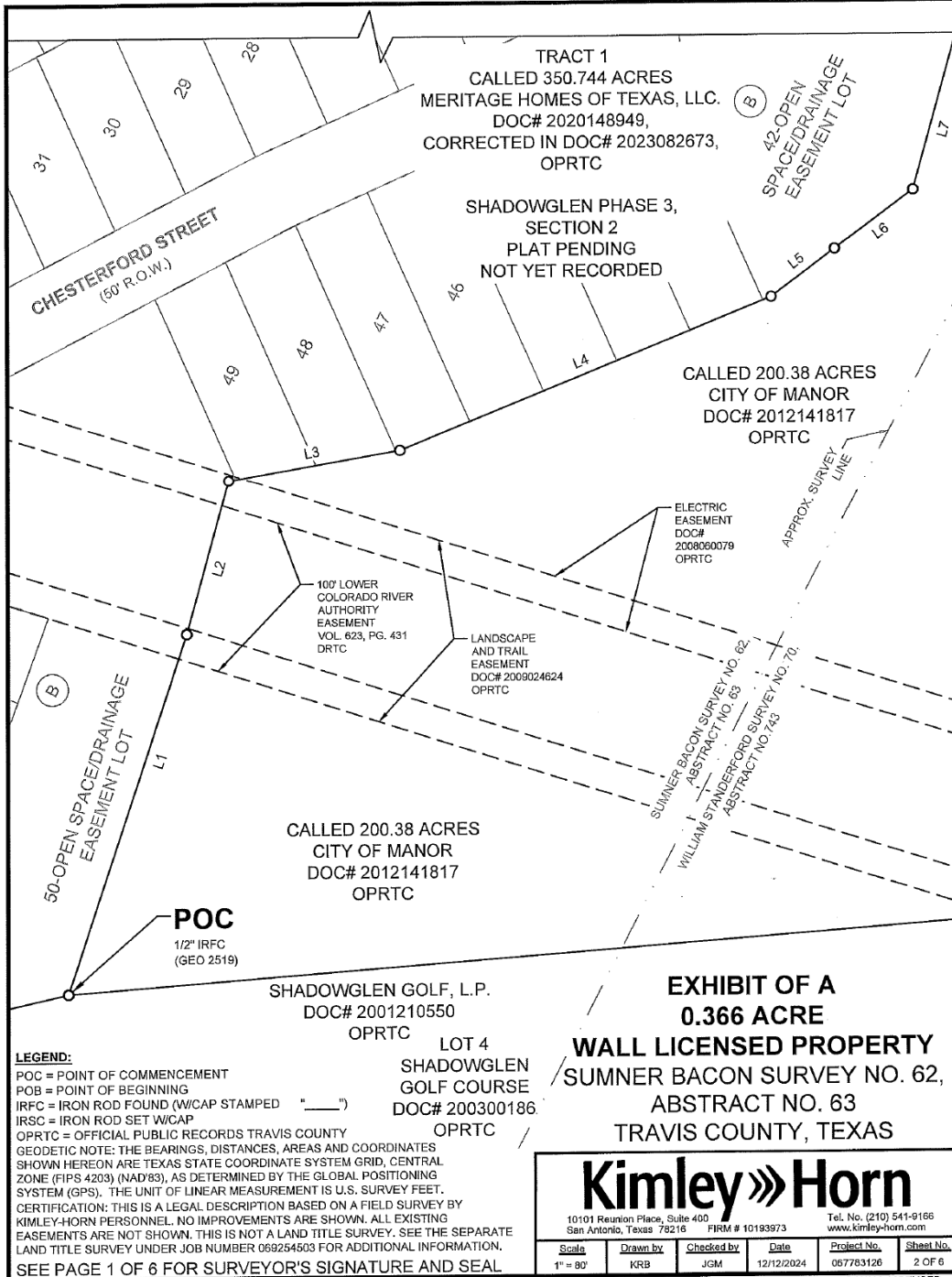
John G. Mosier

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

**EXHIBIT OF A
0.366 ACRE
WALL LICENSED PROPERTY
SUMNER BACON SURVEY NO. 62,
ABSTRACT NO. 63
TRAVIS COUNTY, TEXAS**

Kimley»Horn		10101 Reunion Place, Suite 400 San Antonio, Texas 78216		FIRM # 10193973		Tel. No. (210) 541-9166 www.kimley-horn.com	
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.		
N/A	KRB	JGM	12/12/2024	067783126	1 OF 6		

GONZALEZ, DAVID 12/12/2024 3:48 PM K:\SNA_SURVEY\SHADOWGLEN DEVELOPMENT\067783126-SHADOWGLEN SEC 1&2 PH3 EASEMENTS\DWG\EXHIBITS\0.366AC WALL LICENSED PROPERTY.DWG

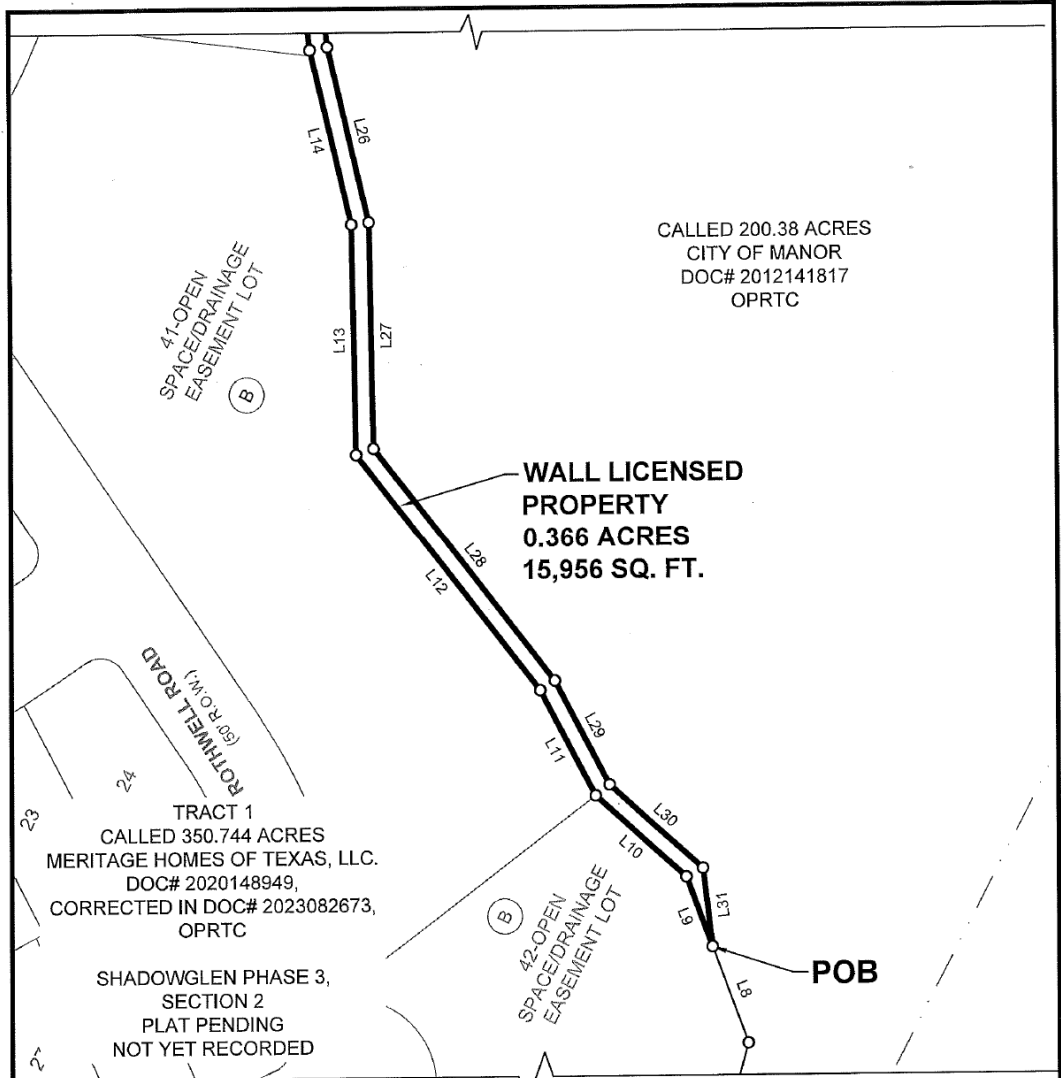


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1" = 80'	KRB	JGM	12/12/2024	067783126	2 OF 6

GONZALEZ, DAVID 12/12/2024 3:48 PM K:\SNA_SURVEYS\SHADOWGLEN DEVELOPMENT\067783126-SHADOWGLEN SEC 1&2 PH3 EASEMENTS\DWG\EXHIBIT\0.366AC WALL LICENSED PROPERTY.DWG



CALLED 200.38 ACRES
CITY OF MANOR
DOC# 2012141817
OPRTC

**EXHIBIT OF A
0.366 ACRE
WALL LICENSED PROPERTY
SUMNER BACON SURVEY NO. 62,
ABSTRACT NO. 63
TRAVIS COUNTY, TEXAS**

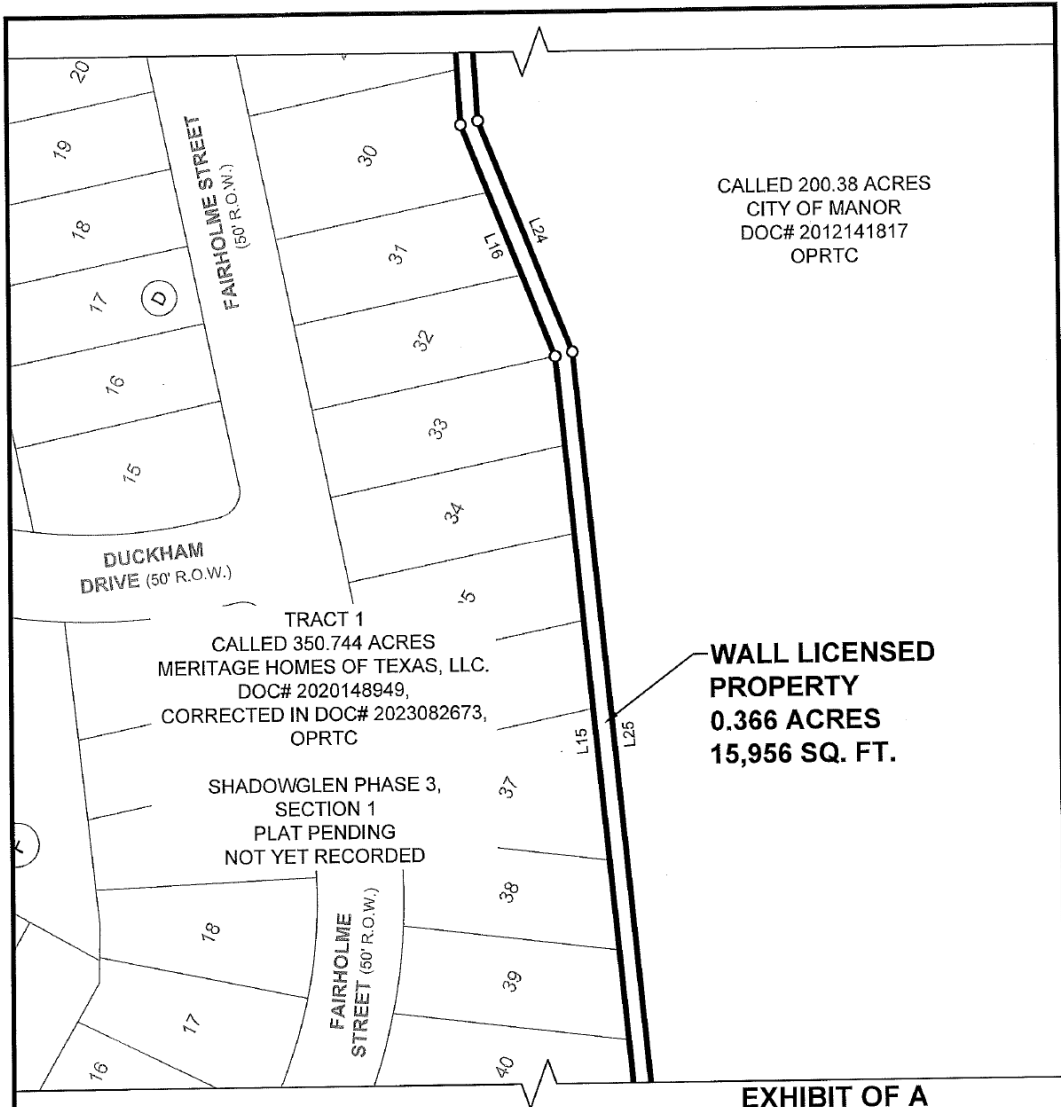
LEGEND:
 POC = POINT OF COMMENCEMENT
 POB = POINT OF BEGINNING
 IRFC = IRON ROD FOUND (W/CAP STAMPED "____")
 IRSC = IRON ROD SET W/CAP
 OPRTC = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
 GEODETIC NOTE: THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
 CERTIFICATION: THIS IS A LEGAL DESCRIPTION BASED ON A FIELD SURVEY BY KIMLEY-HORN PERSONNEL. NO IMPROVEMENTS ARE SHOWN. ALL EXISTING EASEMENTS ARE NOT SHOWN. THIS IS NOT A LAND TITLE SURVEY. SEE THE SEPARATE LAND TITLE SURVEY UNDER JOB NUMBER 069254503 FOR ADDITIONAL INFORMATION.
SEE PAGE 1 OF 6 FOR SURVEYOR'S SIGNATURE AND SEAL

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 80'	KRB	JGM	12/12/2024	067783126	3 OF 6

GONZALEZ, DAVID 12/12/2024 3:48 PM KISNA_SURVEY\SHADOWGLEN DEVELOPMENT\067783126-SHADOWGLEN SEC 1&2 PH3 EASEMENTS\DWG\EXHIBITS\0.366AC WALL LICENSED PROPERTY.DWG



**EXHIBIT OF A
0.366 ACRE
WALL LICENSED PROPERTY
SUMNER BACON SURVEY NO. 62,
ABSTRACT NO. 63
TRAVIS COUNTY, TEXAS**

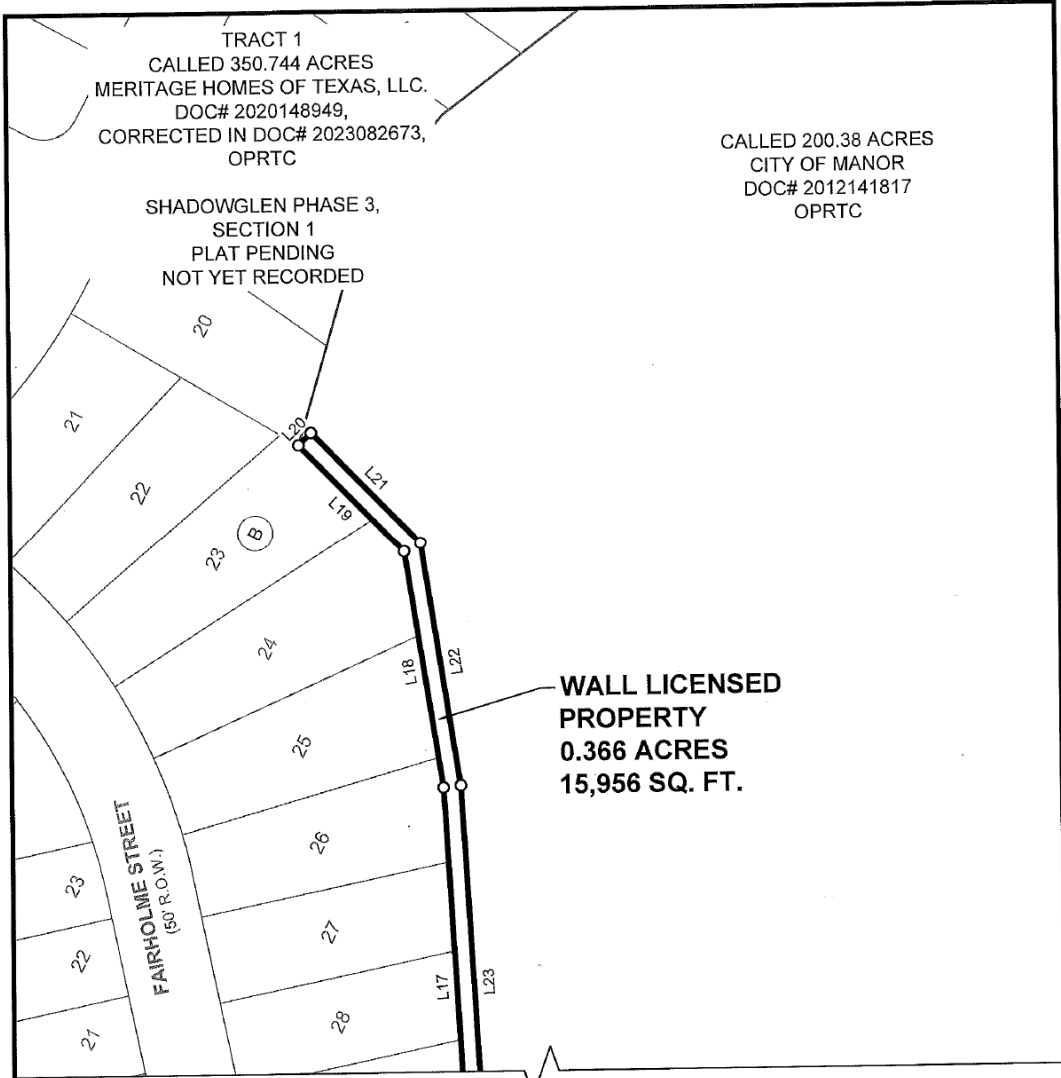
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 80'	KRB	JGM	12/12/2024	067783126	4 OF 6

GONZALEZ, DAVID 12/12/2024 3:46 PM K:\SNA_SURVEY\SHADOWGLEN DEVELOPMENT\067783126-SHADOWGLEN SEC 1&2 PH3 EASEMENTS\DWG\EXHIBITS\0.366AC WALL LICENSED PROPERTY.DWG



TRACT 1
 CALLED 350.744 ACRES
 MERITAGE HOMES OF TEXAS, LLC.
 DOC# 2020148949,
 CORRECTED IN DOC# 2023082673,
 OPRTC

CALLED 200.38 ACRES
 CITY OF MANOR
 DOC# 2012141817
 OPRTC

SHADOWGLEN PHASE 3,
 SECTION 1
 PLAT PENDING
 NOT YET RECORDED

**WALL LICENSED
 PROPERTY
 0.366 ACRES
 15,956 SQ. FT.**

FAIRHOLME STREET
 (50' R.O.W.)

**EXHIBIT OF A
 0.366 ACRE
 WALL LICENSED PROPERTY
 SUMNER BACON SURVEY NO. 62,
 ABSTRACT NO. 63
 TRAVIS COUNTY, TEXAS**

LEGEND:
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SEE PAGE 1 OF 6 FOR SURVEYOR'S SIGNATURE AND SEAL

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 80'	KRB	JGM	12/12/2024	067783126	5 OF 6

GONZALEZ, DAVID 12/12/2024 3:48 PM K:\SNA_SURVEY\SHADOWGLEN DEVELOPMENT\067783126-SHADOWGLEN SEC 1&2 PH3 EASEMENTS\DWG\EXHIBITS\0.366AC WALL LICENSED PROPERTY.DWG

LINE TABLE		
NO.	BEARING	LENGTH
L1	N18°19'31"E	237.85'
L2	N15°28'36"E	100.08'
L3	N80°15'36"E	110.43'
L4	N68°01'22"E	253.46'
L5	N53°19'11"E	50.12'
L6	N53°19'20"E	61.31'
L7	N15°39'29"E	120.96'
L8	N20°16'48"W	58.56'
L9	N20°16'48"W	42.51'
L10	N47°55'49"W	69.64'
L11	N27°40'22"W	67.98'
L12	N37°52'41"W	171.53'
L13	N00°55'38"W	131.34'
L14	N13°13'52"W	102.27'
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L20	N45°42'41"E	10.00'
L21	S44°17'19"E	88.72'
L22	S09°02'21"E	139.95'
L23	S03°24'29"E	224.33'
L24	S21°47'48"E	142.23'
L25	S05°41'45"E	439.86'
L26	S13°13'52"E	102.69'
L27	S00°55'38"E	129.08'
L28	S37°52'41"E	169.08'
L29	S27°40'22"E	67.09'
L30	S47°55'49"E	71.62'
L31	S06°40'29"E	45.08'

EXHIBIT OF A
0.366 ACRE
WALL LICENSED PROPERTY
 SUMNER BACON SURVEY NO. 62,
 ABSTRACT NO. 63
 TRAVIS COUNTY, TEXAS

		<small>10101 Reunion Place, Suite 400 San Antonio, Texas 78216</small>		<small>FIRM # 10193973</small>		<small>Tel. No. (210) 541-9166 www.kimley-horn.com</small>	
		<small>Scale</small> 1" = 60'	<small>Drawn by</small> KRB	<small>Checked by</small> JGM	<small>Date</small> 12/12/2024	<small>Project No.</small> 067783126	<small>Sheet No.</small> 6 OF 6

SEE PAGE 1 OF 6 FOR SURVEYOR'S SIGNATURE AND SEAL
GONZALEZ, DAVID 12/12/2024 3:48 PM K:\SNA_SURVEY\SHADOWGLEN DEVELOPMENT\067783126-SHADOWGLEN SEC 1&2 PH3 EASEMENTS\DWG\EXHIBITS\0.366AC WALL LICENSED PROPERTY.DWG

Exhibit “B”
CITY OF MANOR INSURANCE REQUIREMENTS

Licensee shall, at its own cost and expense, procure the insurance set forth below and promptly pay when due all premiums for the insurance. The insurance shall be kept in full force during the life of the Agreement.

Licensee’s insurance shall be: primary and non-contributory with respect to any insurance which might be carried by Licensor and contain a contractual waiver of subrogation.

Licensee shall furnish to Licensor certificate(s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies.

Licensee shall notify Licensor in writing of any material alteration of such policies, including any change in the retroactive date in any “claims-made” policy or substantial reduction of aggregate limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto.

All insurance policies shall be written by reputable insurance company or companies acceptable to Licensor with a current Best’s Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas.

CITY OF MANOR MINIMUM COVERAGE REQUIREMENTS

1. Commercial General Liability Insurance Coverage with limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) per occurrence and a combined Aggregate of Two Million Dollars and No/100 Dollars (\$2,000,000) with coverage that includes:

- Premises/operations
- Independent contractors
- Personal Injury
- Contractual Liability pertaining to the liabilities assumed in the agreement
- Underground (when ground surface is disturbed),

which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance shall include a contractual endorsement pertaining to the liabilities assumed in the Agreement.

2. Comprehensive Automobile insurance coverage with minimum limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) with combined single limit of Two Million Dollars and No/100 Dollars (\$2,000,000).

3. Workers’ Compensation with Statutory limits

4. Employer Liability Insurance with minimum limits of \$1,000,000

Such insurance shall include a contractual endorsement which acknowledges all indemnification requirements under the Agreement.

Note: Such policies of insurance and certificates provided by Licensee shall provide (i) that Licensor is named as an additional insured (except for workers' compensation insurance), (ii) that the named insured's insurance is primary and non-contributory with any insurance maintained by Licensor, (iii) a contractual waiver of subrogation where required by written contract or agreement, and (iv) that Licensor shall receive notice of any cancellation of the policy.