



Michael Copeland
Vice President and Division President
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MichaelCopeland@forestar.com

_____, 2024

Via FedEx

Kirk J. and Cathy W. Jonse
13326 Old Kimbro Road
Manor, Texas 78653

City of Manor
Attn: Scott Moore
105 E. Eggleston Street
Manor, TX 78653

LETTER AGREEMENT

RE: City of Manor Purchase Contract Dated November 18, 2020 (the “Purchase Contract”) and Construction Activities (defined herein) at 13326 Old Kimbro Road, Manor, Texas 78653

Dear Mr. and Mrs. Jonse and Mr. Moore:

This letter agreement (the “Agreement”) is made and entered into effective as of the date the last signature is provided below (the “Effective Date”) by and between the City of Manor, Texas (the “City”), Forestar (USA) Real Estate Group Inc. (“Forestar”) serving as the developer of the Manor Heights (aka Carillon) Subdivision located in City of Manor, Travis County, Texas (the “Subdivision”), and Kirk J. and Cathy W. Jonse (collectively, “Owner”). The Subdivision is located adjacent to Owner’s home and land located at 13326 Old Kimbro Road, Manor, Texas 78653 (collectively, the “Property”). The City, Forestar and Owner may be referred to herein each individually as a “Party” and collectively as the “Parties.”

In connection with the transactions contemplated by this Agreement, and upon the terms and subject to the conditions of this Agreement, the Parties hereby agree to the following:

1. City entered into the Purchase Contract with Owner for the purchase of right-of-way and a temporary construction easement, among other things. Owner entered into the Purchase Contract with City provided that additional provisions listed in Exhibit “E” of the Purchase Contract were met.

2. In connection with, Forestar’s development in and around the Subdivision, Forestar was required to enter the Property to conduct certain construction activities. In consideration for allowing Forestar to enter the Property and conduct certain development activities, some of which damaged the Property, Owner requested that Forestar complete certain home improvement and construction activities described on the enclosed punch list titled Walk Through Conference Memo prepared by GBA, dated February 23, 2023 (collectively, the “Construction Activities”) on the Property. As of the date of this letter, the following punch list items are incomplete (the “Punch List Items”):

- Item #3 – Fence line needs to be separated and install an “H” for 13326 Old Kimbro; Forestar will survey the property line and align the fence to the Property line; and

- Additional Items –fill and reseed trench created in connection with electric improvements.

3. Other than the completion of the Punch List Items, which shall be completed no later than ninety (90) days after the Effective Date, Owner agrees that all Construction Activities have been fully completed to Owner's satisfaction. Forestar's completion of the Punch List Items shall satisfy Forestar's obligations, if any, in connection with its development activities in and around the Subdivision and on the Property.

4. **Upon completion of the Punch List Items, Owner hereby agree to release, acquit and forever discharge Forestar together with its agents, affiliates, subsidiaries, owners, officers, employees and insurers from any and all claims, demands and causes of action of whatsoever nature, whether in contract or tort, or other theory of recovery, including demands, rights, damages, losses, costs, expenses, obligations, allegations of wrongdoing, and any and all other liabilities of any kind or nature whatsoever, in law, equity or otherwise, which Owner now has, or which may hereafter accrue or otherwise be acquired, on account of, or that may in any way grow out of, relate to, or be in connection with the Subdivision, including any and all prior dealings between Owner and Forestar as of the date above, including without limitation, any and all known or unknown claims that have accrued for and on account of any and all claims that have been asserted or could be asserted in a lawsuit or other legal proceeding.** Owner agrees that neither Owner nor Owner's attorneys nor representatives shall reveal to anyone, other than as may be mutually agreed to in writing, any facts, documents, correspondence, or opinions related in any with the relationship of Owner and Forestar and as related to, resulting from, or in connection with the Subdivision, the Property and the Construction Activities or the terms of this Letter Agreement. Owner further agree and covenant that Owner will not at any time make, publish, or communicate to any person or entity or in any public forum, including social media, any defamatory or disparaging remarks, comments, or statements concerning Forestar, its employees, officers, and agents.

5. Upon completion of the Punch List Items by Forestar, Owner hereby agrees that Sections 1, 2, 3, 4 and 5 of Exhibit "E" of the Purchase Contract have been fully completed to Owner's satisfaction and shall satisfy City's obligations under the Purchase Contract as to Sections 1, 2, 3, 4 and 5 of Exhibit "E".

6. **Upon completion of the Punch List by Forestar, Owner hereby agree to release, acquit and forever discharge City together with its agents, contractors, officers, employees and insurers from any and all claims, demands and causes of action of whatsoever nature, whether in contract or tort, or other theory of recovery, including demands, rights, damages, losses, costs, expenses, obligations, allegations of wrongdoing, and any and all other liabilities of any kind or nature whatsoever, in law, equity or otherwise, which Owner now has, or which may hereafter accrue or otherwise be acquired, on account of, or that may in any way grow out of, relate to, or be in connection with the Subdivision, including any and all prior dealings between Owner and Forestar as of the date above, including without limitation, any and all known or unknown claims that have accrued for and on account of any and all claims that have been asserted or could be asserted in a lawsuit or other legal proceeding.**

7. This Agreement sets forth the entire understanding of the Parties and amends, restates and supersedes in their entirety all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof, if any, including, without limitation, all prior drafts or versions of this Agreement and all communications among any of the Parties and/or their respective representatives with respect to such subject matter. No terms, conditions, or warranties, or other than those contained herein,

and no amendments or modifications hereto, will be valid unless made in writing and signed by the Parties intended to be bound thereby.

8. This Agreement will extend to and be binding upon and inure to the benefit of the Parties, their respective heirs, legal representatives, successors and permitted assigns.

9. This Agreement will be construed and enforced according to the laws of the State of Texas without regard to principles of conflicts of law. All actions and proceedings relating to or arising out of the subject matter hereof will be maintained exclusively in the courts of Travis County, Texas, and each of the Parties hereby irrevocably waives any objection which such Party may now or hereafter have to the bringing of any such action or proceeding with respect to this Agreement in any jurisdiction set forth above.

10. Each Party acknowledges that such Party was actively involved in the negotiation and drafting of this Agreement and that no law or rule of construction will be raised or used in which the provisions of this Agreement will be construed in favor or against any Party because one is deemed to be the author thereof.

11. By execution of this Agreement, the City does not waive or relinquish any sovereign immunity rights available to it by law except as otherwise stipulated by applicable laws.

12. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement on behalf of his or her respective party to the Agreement. Each party represents and warrants to the other that obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement enforceable in accordance with its terms.

13. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

If you are in agreement with the foregoing, please sign and return one copy of this Agreement, which thereupon will constitute our binding agreement with respect to its subject matter.

Sincerely,

Michael Copeland
Vice President and Division President

Enc.

cc: Elliot Condos (via e-mail: ElliotCondos@forestar.com)
Carrie R. Cappel (via e-mail: CarrieCappel@forestar.com)

Kirk J. and Cathy W. Jonse

_____, 2024

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ACKNOWLEDGED AND AGREED

AS OF _____, 2024

Kirk J. Jonse

Cathy W. Jonse

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_____, 2024

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AS OF _____, 2024

CITY OF MANOR

By: _____

Name: _____

Title: _____