

## **CITY OF MANOR LICENSE AND MAINTENANCE AGREEMENT**

This License and Maintenance Agreement (the “Agreement”) is made and entered into on this the 20<sup>th</sup> day of August, 2025, (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 GREENVIEW DEVELOPMENT 973, L.P., a Texas limited partnership (together with its assigns hereunder, the “Licensee”). The City and the Licensee are referred to together as the “Parties”.

### **RECITALS:**

**WHEREAS**, The Manor Commons SE Commercial, Phase 1, Lot 7, Block A contains publicly owned land; and

**WHEREAS**, the City desires to authorize the Licensee permission to enter and use publicly owned land within Manor Commons SE Commercial, Phase 1, Lot 7, Block A to construct, improve, install, and maintain improvements under 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 following tract of land:

Tract 1	A 0.046 acre tract of land (approximately 2,020 Sq. Ft.), being a portion of Lot 7, Block A, Manor Commons SE Commercial Phase 1, a subdivision recorded in Document No. 201900077 of the Official Public Records of Travis County, Texas, being more particularly described by metes and bounds in Exhibit “A”, which is attached hereto and made a part hereof.
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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 grants to Licensee permission to use the Licensed Property for the following purposes only:

Construction, improvement, installation and maintenance of drainage components located within the Licensed Property serving Manor Commons SE Commercial, Lots 8A, 8B and 10, Block A, in a subdivision recorded in Document No. 202300259 of the Official Public Records of Travis County, Texas (the "Benefitted Land"), such improvements being more particularly shown and described in Exhibit "B" attached hereto (collectively, the "Improvements").

2.03. 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 purposes described in Section 2.02 at the Licensee's sole expense.

2.04. Licensee agrees that: (a) the construction and maintenance of the Improvements permitted by this Agreement 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 constructed in connection with the development of improvements on the Benefitted Land and, when commenced, will be completed in a timely manner; (c) the Licensee, or its contractors, agents or designees, will construct the Improvements in accordance with 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 to or destruction of Licensee's property 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 licensed Improvements or alterations thereof whenever such removal 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. INSURANCE**

5.01. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company reasonably acceptable to the City and authorized to issue insurance in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. 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 seven (7) days prior to the construction and installation of the drainage components described herein within the Licensed Property. .

5.02 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.

5.03. 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.

## **VI. INDEMNIFICATION**

6.01. 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."

## **VII. CONDITIONS**

7.01. Licensee's Responsibilities. 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.

7.02. Maintenance. Licensee shall maintain the Licensed Property and the Improvements by maintaining the Improvements in good condition and making any necessary repairs to the Improvements at its expense. Licensee shall be responsible for any costs associated with electrical usage, if any, as a result of the Improvements. The City may require Licensee to take action to maintain the Licensed Property and the Improvements, at Licensee's expense, and in compliance with this Agreement, including, but not limited to, the removal of dead or dying vegetation placed by Licensee within the Licensed Property. Such action shall be completed within thirty (30) days following receipt of a written request from the City.

7.03. Modification or Removal of Improvements. Licensee agrees that modification or removal of the Improvements shall be at Licensee's expense. Licensee shall obtain the proper permits prior to modification of the Improvements. No Improvements may be modified or removed from the Licensed Property without the prior written consent of the City.

7.04. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, 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 take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty

(30) day period, the City may terminate this Agreement and/or pursue its remedies under Section 7.05 below. The parties agree that if the City terminates this Agreement, the City shall not be required to operate and maintain the Improvements.

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/Veronica Rivera  
223 West Anderson Lane, Suite A-105  
Austin, Texas 78752

Licensee:

GREENVIEW DEVELOPMENT 973, L.P.  
Attn: Barth Timmermann  
501 Vale Street  
Austin, TX 78746  
(512) 773-0498    barth@greenviewdev.com

7.05. 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 obtain a writ of mandamus or an injunction, or seek specific performance against the Licensee to enforce the Licensee's obligations under this Agreement.

7.06. 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 or otherwise fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

## **VIII. [RESERVED]**

## **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. The parties understand, acknowledge and agree that building permits need to be obtained for development and that construction has not begun on some of the lots located within the Benefitted Land. Therefore, notwithstanding this section, the Licensed Property will not be considered abandoned based solely on the lack of construction on the Benefitted Land prior to the initial development and construction of drainage components on the Licensed Property.

## **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 licensed Improvements, or a portion of them, interfere with the City's right-of-way;
- (b) Use of the right-of-way area becomes necessary for a public purpose;
- (c) The licensed 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;
- (d) Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; 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 and 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 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.

### **XIV. 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. Licensee shall cause any immediate successors in interest to have actual notice of this Agreement. 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; provided, that Licensee, and its successors hereunder, shall be entitled to assign this Agreement to the owner or holder of fee simple title to the Benefitted Land and to mortgagees holding liens against the Benefitted Land. 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 and, upon so doing, the assignor shall be released from any obligations hereunder arising after the date of such assignment.

### **XVII. POWER AND AUTHORITY**

17.01. The City hereby represents and warrants to Licensee that the City has full constitutional and lawful right, power, and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council, and all of the foregoing have been authorized and approved by all necessary City proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority.

17.02. Licensee hereby represents and warrants to the City that Licensee has full lawful right, power, and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of Licensee. Concurrently with Licensee's execution of this Agreement, Licensee has delivered to the City copies of the resolutions or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of Licensee to do so. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of Licensee, and is enforceable in accordance with its terms and provisions.

## **XVIII. MISCELLANEOUS**

18.01. 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.

18.02. 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.

18.03. 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.

18.04. 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.

18.05. 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.

18.06. 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.

18.07. No Third-Party Beneficiaries. With the exception of the owners of Lots 8A, 8B, and 10, located within the Benefitted Land, who may benefit and use the Licensed Property so long as said use is in keeping with the terms of this Agreement, 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.

18.08. 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.

18.09. 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.

18.10. 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.

18.11. 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.

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

1. Exhibit "A" – Legal Description of Property

2. Exhibit “B” – Location of Improvement Property

18.13. 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.

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

18.15. 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.

18.16. 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.

18.17. 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.

*[signature pages follow]*

**ACCEPTED** this the 20<sup>th</sup> day of August 2025.

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 August 2025, 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:

**GREENVIEW DEVELOPMENT 973, L.P.,**  
a Texas limited partnership

By: Greenview Development Corp.,  
a Texas corporation, its General Partner

By: \_\_\_\_\_  
Name: Barth Timmermann  
Title: President of Greenview  
Development Corp., its General Partner

THE STATE OF TEXAS                    §  
COUNTY OF \_\_\_\_\_               §

This instrument was acknowledged before me this \_\_\_\_ day of August 2025, by Barth Timmermann, as the President of Greenview Development Corp., a Texas corporation, General Partner of **GREENVIEW DEVELOPMENT 973, L.P.**, a Texas limited partnership, on behalf of such entities.

[SEAL]

\_\_\_\_\_  
Notary Public in and for the 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]**

**HOLT CARSON, INCORPORATED**  
**PROFESSIONAL LAND SURVEYORS**

Texas Licensed Surveying Firm Registration No. 10050700  
1904 FORTVIEW ROAD  
AUSTIN, TX 78704  
TELEPHONE: (512) 442-0990  
E-mail: survey@hciaustin.com

EXHIBIT "\_\_\_\_"

June 12, 2025

DESCRIPTION OF 0.046 ACRE OF LAND BEING A LICENSE AGREEMENT AREA OVER AND ACROSS A PORTION OF LOT 7, BLOCK A, FINAL PLAT ESTABLISHING MANOR COMMONS SE COMMERCIAL PHASE I, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 201900077 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID LOT HAVING BEEN CONVEYED TO THE CITY OF MANOR, TEXAS, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2019060333 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found in the South right-of-way line of U.S. Highway 290, at the Northeast corner of Lot 7, Block A, Final Plat Establishing Manor Commons SE Commercial Phase I, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201900077 of the Official Public Records of Travis County, Texas, same being the Northwest corner of Lot 8A, Block A, Final Plat Establishing Lot 8A, Lot 8B and Lot 10, Block A, Manor Commons SE Commercial, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 202300259 of the Official Public Records of Travis County, Texas, from which a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found at the Northeast corner of said Lot 8A bears, N 87 deg. 05'39" E 51.01 ft.

**THENCE** leaving the South right-of-way line of U.S. Highway 290, with the East line of Lot 7, Block A, Final Plat Establishing Manor Commons SE Commercial Phase I, and with the West line of Lot 8A, Block A, Final Plat Establishing Lot 8A, Lot 8B and Lot 10, Block A, Manor Commons SE Commercial, S 04 deg. 19'26" W 136.47 ft. to a calculated point for the Northeast corner of and the **PLACE OF BEGINNING** of the herein described license agreement area;

**THENCE** continuing with the East line of Lot 7, Block A, Final Plat Establishing Manor Commons SE Commercial Phase I, and with the West line of Lot 8A, Block A, Final Plat Establishing Lot 8A, Lot 8B and Lot 10, Block A, Manor Commons SE Commercial, S 04 deg. 19'26" W 20.00 ft. to a calculated point for the Southeast corner of the herein described license agreement area, from which a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found at an angle corner in the common line of said Lot 7 and said Lot 8A bears, S 04 deg. 19'26" W 145.93 ft.;

0.046 ACRE  
LICENSE AGREEMENT AREA  
END OF PAGE 1 OF 2

**0.046 ACRE  
LICENSE AGREEMENT AREA  
PAGE 2 OF 2**

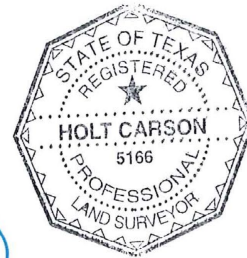
**THENCE** leaving the West line of Lot 8A, Block A, Final Plat Establishing Lot 8A, Lot 8B and Lot 10, Block A, Manor Commons SE Commercial and crossing through the interior of Lot 7, Block A, Final Plat Establishing Manor Commons SE Commercial Phase I, the following six (6) courses:

- 1.) **N 85 deg. 40'34" W 58.16 ft.** to a calculated point;
- 2.) **S 64 deg. 19'31" W 13.33 ft.** to a calculated point;
- 3.) **S 19 deg. 16'20" W 7.02 ft.** to a calculated point;
- 4.) **N 70 deg. 43'42" W 21.50 ft.** to a calculated point at the Southwest corner of the herein described license agreement area;
- 5.) **N 19 deg. 16'20" E 28.88 ft.** to a calculated point at the Northwest corner of the herein described license agreement area;
- 6.) **S 85 deg. 40'34" E 84.83 ft.** to the **PLACE OF BEGINNING** of the herein described license agreement area and containing **0.046 acre** of land.

PREPARED: June 12, 2025

Holt Carson

Registered Professional Land Surveyor No. 5166  
reference map: C919002 LAE



A handwritten signature in blue ink that reads "Holt Carson".

**Exhibit “B”**  
**[attachment follows this page]**



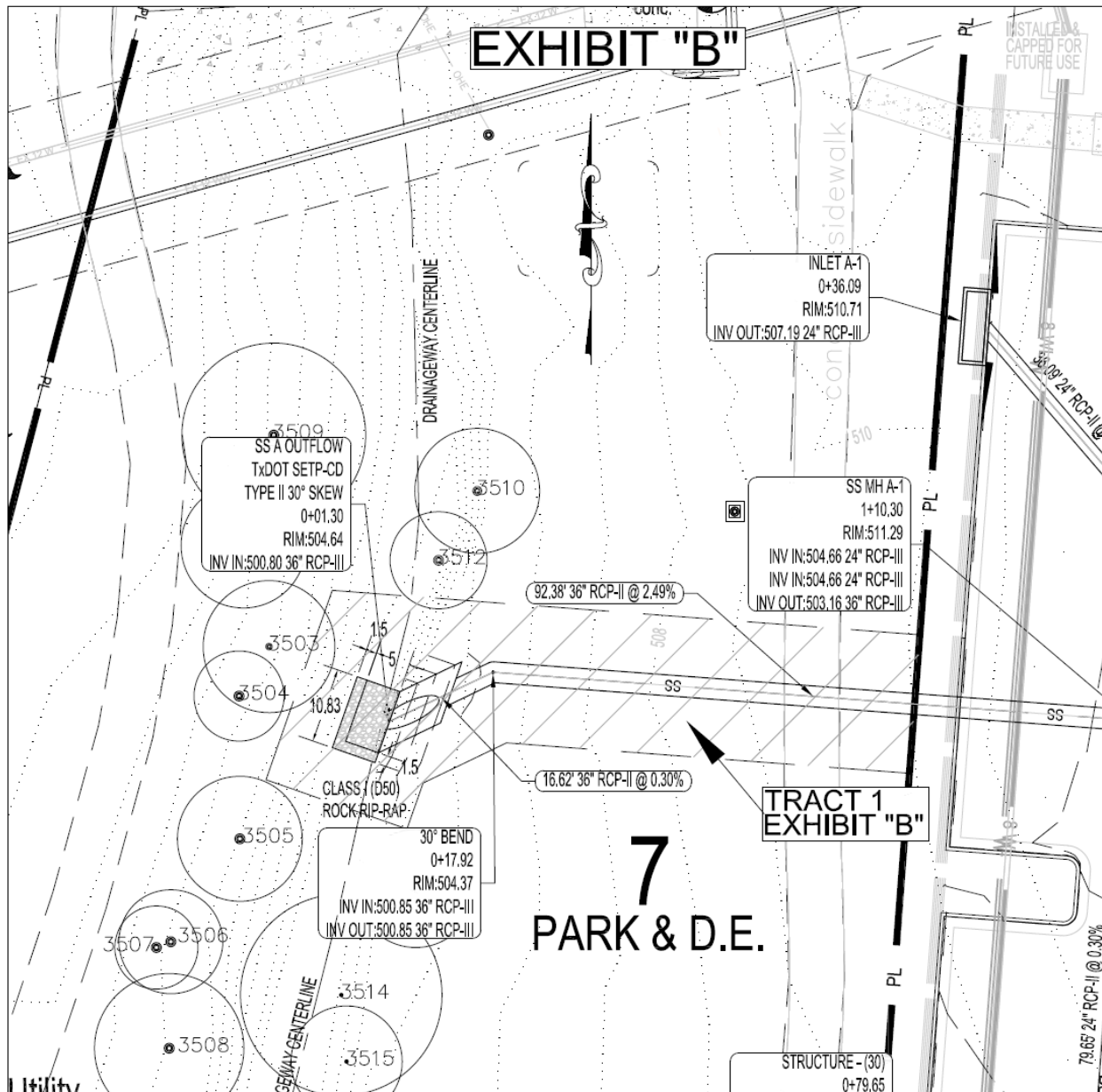


EXHIBIT "B"	<b>ALM ENGINEERING, INC.</b> CONSULTING ENGINEERS P.O. Box 536 Dripping Springs, Texas, 78620 (512) 431-9600 matt@almengr.com	SCALE: 1"=20'
LOT 7, BLK A LICENSE AGREEMENT		DATE:
MANOR COMMONS SE COMM. LOT 8A BLK A		JOB:
		DRAWN BY:
		CHECKED BY: