

AGREEMENT TO DEDICATE RIGHT-OF-WAY

THIS AGREEMENT TO DEDICATE RIGHT-OF-WAY (this "**Agreement**") is made as of August 10, 2026 (the "**Effective Date**"), by and between **ELADA DEVELOPMENT LLC**, a Delaware limited liability company ("**Elada**"), **TOMMY GARLAND** (the "**Seller**"), and **LAWYER'S TITLE COMPANY**; Attn: Joe Theriot (the "**Escrow Agent**").

RECITALS

A. Seller is the owner of that certain real property located in Denton County, Texas (the "**County**") that is described in Exhibit A attached hereto (the "**Property**").

B. In connection with Elada's development of a nearby residential community (the "**Community**"), Elada requests that Seller dedicate the Property to the City of Sanger, Texas (the "**City**") as a public right-of-way, and pursuant to the terms in this Agreement, Seller has agreed to dedicate the Property to the City.

C. Seller and Elada desire to enter into this Agreement in connection therewith.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Right-of-Way Deed; Lender Consent.

1.1 Deed. On or within five (5) business days after the Effective Date, Seller shall execute and deliver to Escrow Agent a deed in the form attached hereto as Exhibit B (the "**Deed**").

1.2 Lender Consent. If applicable, at all times after the Effective Date, Seller shall use commercially reasonable efforts to obtain the consent of the Lender (as defined in the Consent attached to the Deed) (the "**Lender Consent**"), which Lender Consent shall be a condition precedent to Elada's obligations hereunder.

2. Purchase Price; Escrowed Funds. At Closing (as hereinafter defined), Elada shall pay Seller the sum of Ten Thousand and No/100 Dollars (\$10,000.00) (the "**Purchase Price**") to be paid in accordance with Section 6 below. On or within five (5) business days after the Effective Date, Elada shall deposit with Escrow Agent cash or other immediately available funds in the sum of One Hundred and 00/100 Dollars (\$100.00) (the "**Escrowed Funds**"). The Escrowed Funds shall be non-refundable to Elada, except in the event of a default by Seller under this Agreement, and shall be delivered to Escrow Agent and credited against the Purchase Price at the Closing, and the Escrowed Funds shall constitute independent consideration for the rights and options extended to Elada under this Agreement.

3. Approvals. After the Effective Date, Elada shall be entitled to pursue any and all necessary approvals from applicable governmental authorities, quasi-governmental authorities, and/or utility providers and regulators (collectively, "**Governmental Authorities**") for the development of the Community and the Property consistent with Elada's intended residential development (collectively, the "**Approvals**"). Elada shall pursue the Approvals and conduct all negotiations with the Governmental Authorities, and Seller, at no cost or expense to Seller, shall cooperate with Elada in its efforts to obtain the Approvals and shall timely execute any and all applications, consents, and other documents reasonably

requested by Elada in connection therewith. Elada shall be solely responsible to pay all fees and costs incurred by Elada to prepare, process, and obtain the Approvals.

4. Closing.

4.1 Subject to the provisions of this Agreement, the Closing shall take place on or before August 31, 2026 (the "**Closing Deadline**"). As used herein, the term "**Closing**" shall mean (a) the settlement of the conveyance of the Property by the recording of the Deed by Escrow Agent in the Official Public Records of the County, and (b) the delivery of the Purchase Price to Seller.

4.2 If Seller has not obtained the Lender Consent on or before the Closing Deadline, then Elada may elect to either (a) extend the Closing Deadline until the tenth (10th) business day after the date that Seller obtains the Lender Consent and delivers written notice thereof to Elada and Escrow Agent; (b) terminate this Agreement by written notice to Seller and Escrow Agent, in which event (i) the Escrowed Funds shall be retained by Seller, and (ii) the parties shall thereafter be relieved from further liability hereunder; or (c) to the extent that the Closing does not timely occur due to a default by Seller, Elada shall be entitled to pursue its rights and remedies pursuant to the terms of Section 8.2 below.

5. Term; Termination. This Agreement shall continue in full force and effect until the earlier of (a) the date that the Closing occurs, or (b) the date that this Agreement is terminated pursuant to Section 4.2, Section 8.1 or Section 8.2, upon which date this Agreement shall terminate and the parties shall thereafter be relieved from further liability hereunder, except for those obligations and liabilities that expressly survive Closing or termination.

6. Representations and Warranties by Seller. Seller represents and warrants to Elada that the execution and delivery of this Agreement and any other document required herein will not result in any violation of, or default under, any term or provision of any applicable agreement or instrument to which Seller is a party or by which Seller is bound.

7. Representations and Warranties by Elada. Elada represents and warrants to Seller that (a) the execution and delivery of all documents required herein, and Elada's performance hereunder, have been duly authorized by all requisite actions of Elada, and (b) the execution and delivery of this Agreement and any other document required herein will not result in any violation of, or default under, any term or provision of any applicable agreement, instrument, law, rule, regulation or official policy to which Elada is a party or by which Elada is bound.

8. Remedies.

8.1 Seller's Remedies. If Elada fails to perform any of Elada's obligations under this Agreement, and such failure continues for ten (10) days after Elada's receipt of written notice of such failure from Seller, Elada shall be in default and Seller's sole remedy for Elada's default is to terminate this Agreement and retain the Escrowed Funds as liquidated damages, Elada and Seller hereby agreeing that it would be impracticable and extremely difficult to fix the amount of Seller's actual damages and further agreeing that the amount of the Escrowed Funds is a reasonable estimate of the amount Seller might be damaged as a result of Elada's failure to perform under this Agreement. Notwithstanding anything to the contrary contained herein, this Section shall not limit Seller's right to recover reasonable and documented attorney fees and court costs pursuant to Section 11.10 below. This Section shall survive the Closing or termination of this Agreement.

8.2 Elada's Remedies. If Seller fails to perform any of Seller's obligations under this Agreement, and that failure continues for ten (10) days after Seller's receipt of written notice from Elada,

Seller shall be in default and Elada may, as Elada's sole remedy for Seller's default, either (a) waive the default and proceed to consummate the transaction contemplated hereunder, (b) terminate this Agreement by giving written notice thereof to Seller and Escrow Agent, whereupon the Escrowed Funds shall be returned to Elada, or (c) bring an action for specific performance of this Agreement. Notwithstanding anything to the contrary contained herein, this Section shall not limit Elada's right to recover reasonable and documented attorney fees and court costs pursuant to Section 11.10 below. This Section shall survive the Closing or termination of this Agreement.

9. Notices. All notices, consents, requests, reports, demands or other communications hereunder (collectively, "**Notices**") shall be in writing and may be given personally, by registered or certified mail, by electronic mail, by courier, or by Federal Express (or other reputable overnight delivery service) for overnight delivery, as follows:

Seller: Tommy Garland
3903 Belz Road
Sanger, TX 76266

Elada: Elada Development, LLC
8840 Cypress Waters Blvd, Suite 100
Coppell, Texas 75019
Attention: Frank Su
E-mail: frank.su@meritagehomes.com

With A Copy To: Meritage Homes Corporation
18655 North Claret Drive, Suite 400
Scottsdale, AZ 85255
Attention: Jay Berryman
E-mail: jay.berryman@meritagehomes.com

Escrow Agent: Lawyer's Title Company
6333 E. Mockingbird Lane, Suite 270
Dallas, Texas 75214
Attention: Joe Theriot
E-mail: joe.theriot@ltic.com

or to such other address or such other person as the addressee party shall have last designated by Notice to the other party. All Notices shall be deemed to have been given three (3) days following deposit in the United States Postal Service (postage prepaid) or, upon receipt, if sent by overnight delivery service, courier, electronic mail, or personally delivered. Notice to a party shall not be effective unless and until each required copy of such Notice is given. Notwithstanding the foregoing, if no email address is provided for a party above, then the date for delivery shall be extended by the number of days to effectuate alternate delivery of Notice so long as the Notice was mailed or transmitted on the date due.

10. Escrow Provisions.

10.1 This Agreement shall constitute escrow instructions to Escrow Agent as well as the agreement of the parties. In the event that any other printed escrow instructions are requested of the parties and the terms thereof conflict or are inconsistent with any provision of this Agreement or any other document executed or delivered in connection with the transaction contemplated hereby, the provisions of this Agreement or such document shall control. Escrow Agent is hereby appointed and designated to act as Escrow Agent and instructed to deliver, pursuant to the terms of this Agreement, the Escrowed Funds and

Deed to be deposited into escrow as herein provided. Elada shall be solely responsible for all of Escrow Agent's fees and expenses.

10.2 Escrow Agent's duties and responsibilities shall be purely ministerial and shall be limited to those expressly set forth in this Agreement. Escrow Agent is not a principal, participant, or beneficiary in any transaction underlying this Agreement and shall have no duty to inquire beyond the terms and provisions hereof. Escrow Agent shall have no responsibility or obligation of any kind in connection with this Agreement, and shall not be required to deliver the same or any part thereof or take any action with respect to any matters that might arise in connection therewith, other than to receive, hold, invest, and deliver the documents deposited into escrow as herein provided, and may rely upon the performance of the foregoing specific duties. It is the intention of the parties hereto that Escrow Agent shall never be required to use, advance, or risk its own funds or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights and powers under this Agreement.

10.3 In the event of Escrow Agent receiving conflicting instructions from Seller and Elada, Escrow Agent shall refuse to comply with any such instructions so long as such disagreement shall continue, or for so long as Escrow Agent may be in doubt, in its sole discretion, as to what action to take, and in so refusing Escrow Agent shall not release the Escrowed Funds or the Deed. Escrow Agent shall not be nor become liable in any way for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands, and it shall be entitled to continue to refrain from acting until such conflicting instructions or adverse claims or demands (a) shall have been adjusted by mutual agreement of Seller and Elada and Escrow Agent shall have been notified in writing thereof by Seller and Elada or (b) shall have finally been determined in a court of competent jurisdiction. Should any controversy arise involving the parties hereto or any of them or any other person, firm, or entity with respect to this Agreement, the Escrowed Funds or the Deed, or if Escrow Agent may be in doubt, in its sole discretion, as to what action to take, Escrow Agent shall have the right, but not the obligation, to institute a bill of interpleader in any court of competent jurisdiction to determine the rights of the parties hereto. The right of Escrow Agent to institute such a bill of interpleader shall not, however, be deemed to modify the manner in which Escrow Agent is entitled to release the Escrowed Funds and/or the Deed as herein provided. Should a bill of interpleader be instituted, or should Escrow Agent be threatened with litigation or become involved in litigation or binding arbitration in any manner whatsoever in connection with this Agreement, the Escrowed Funds or the Deed, then, as between themselves and Escrow Agent, the other parties hereto jointly and severally agree to pay to Escrow Agent its attorney's fees and any and all other disbursements, expenses, losses, costs, and damages of Escrow Agent in connection with or resulting from such threatened or actual litigation or arbitration prior to any disbursement hereunder.

10.4 Escrow Agent shall not be liable for any error of judgment or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own willful misconduct. Escrow Agent shall not be responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness, or validity of the subject matter of this Agreement or any part hereof or for the form or execution hereof, or for the identity or authority of any person executing or deposing the same. Escrow Agent shall have no liability for any loss arising from any cause beyond its control, including but not limited to the following: (a) the act, failure, or neglect of any other party hereto or any agent or correspondent prudently selected by Escrow Agent for the remittance of funds; (b) any delay, error, omission, or default of any mail, courier, telegraph, cable, or wireless agency or operator; or (c) the acts or edicts of any government or governmental agency or other group or entity exercising governmental powers.

10.5 The parties hereto do hereby jointly and severally agree that Escrow Agent shall incur no liability whatsoever in connection with its good faith performance under this Agreement, and agree to jointly and severally indemnify Escrow Agent, its officers, directors, partners, employees, agents and

counsel (each hereafter “**Indemnified Party**”) against, and hold each Indemnified Party harmless from, any and all losses, costs, damages, expenses, claims, and attorney’s fees, including but not limited to costs of investigation, litigation, tax liability, or loss of investments, suffered or incurred by any Indemnified Party in connection with or arising from or out of this Agreement, except such acts or omissions as may result from the willful misconduct of such Indemnified Party. Further, Escrow Agent shall have no liability for any loss, damage, costs, or attorney fees, resulting from a delay in the electronic wire transfer of funds, unless said loss is caused by Escrow Agent’s gross negligence. In the event that Escrow Agent performs any service not specifically provided hereinabove, or that there is any assignment or attachment of any interest in the subject matter of this escrow or any modification thereof, or that any controversy arises hereunder, or that Escrow Agent is made a party to, or intervenes in, any litigation pertaining to this escrow or the subject matter thereof, Escrow Agent shall be reasonably compensated therefore and reimbursed for all costs and expenses occasioned thereby, and the parties hereto agree jointly and severally to pay the same, to indemnify Escrow Agent against any loss, liability or expense incurred in any act or thing done by it hereunder, it being understood and agreed that Escrow Agent may interplead the subject matter of this escrow into any court of competent jurisdiction, and the act of such interpleader shall immediately relieve Escrow Agent of its duties, liabilities and responsibilities hereunder.

10.6 Escrow Agent may resign from the duties under this Agreement at any time upon ten (10) days’ written notice to the parties hereto at their addresses set forth hereinabove. Upon the effective date of the resignation, the Escrowed Funds and the Deed shall be delivered by the Escrow Agent to any substitute escrow agent mutually designated in writing by Seller and Elada. In the event that Seller and Elada fail to make such a mutual designation of a substitute escrow agent within ten (10) days of Escrow Agent’s transmission of notice of resignation, Escrow Agent may institute a bill of interpleader as described herein. Escrow Agent’s sole responsibility after the ten (10) day notice period expires shall be delivery of the Escrowed Funds and Deed to a duly designated substitute escrow agent, if any, or in accordance with the directions of a final judgment or order of a court of competent jurisdiction, or upon delivery of the Escrowed Funds and Deed to the registry of a court of competent jurisdiction pursuant to institution of an interpleader action, at which time Escrow Agent’s obligations hereunder shall cease, terminate, and be of no further force and effect.

11. General.

11.1 Binding Effect. This Agreement shall run with the land with respect to the Property and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11.2 Severability. Any provision of this Agreement that is declared void or unenforceable shall be severed from this Agreement, and the remainder of this Agreement shall otherwise remain in full force and effect.

11.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from the counterparts and the signature pages may all be attached to a single instrument.

11.4 Exhibits. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

11.5 Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

11.6 Time of the Essence. Time is of the essence of this Agreement.

11.7 No Partnership and Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement between Seller and Elada. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

11.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

11.9 Amendment. No change or additions may be made to this Agreement except by a written amendment executed by all parties hereto.

11.10 Attorney's Fees. In the event that any party hereto brings an action or proceeding against another party to enforce or interpret any of the covenants, agreements or provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs and expenses of such action or proceeding, including, without limitation, attorneys' fees.

11.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to principles of conflicts of law.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER:

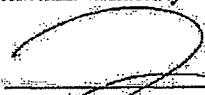

TOMMY GARLAND

ELADA:

ELADA DEVELOPMENT LLC,
a Delaware limited liability company

By: MERITAGE HOMES OF TEXAS JOINT VENTURE
HOLDINGS COMPANY, LLC,
a Texas limited liability company, its managing member

By: MERITAGE HOMES OF TEXAS, LLC,
an Arizona limited liability company, its sole member

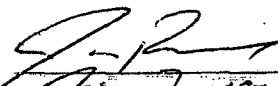
By: 

Name: Frank Su

Title: Vice President of Land Acquisition and
Development

ESCROW AGENT:

LAWYER'S TITLE COMPANY

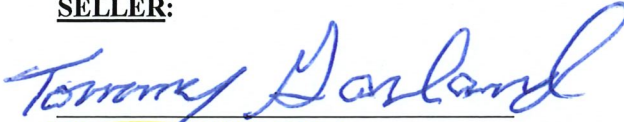
By: 

Name: Jason Rogers

Title: Escrow Officer

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER:


TOMMY GARLAND

ELADA:

ELADA DEVELOPMENT LLC,
a Delaware limited liability company

By: MERITAGE HOMES OF TEXAS JOINT VENTURE
HOLDINGS COMPANY, LLC,
a Texas limited liability company, its managing member

By: MERITAGE HOMES OF TEXAS, LLC,
an Arizona limited liability company, its sole member

By: _____
Name: Frank Su
Title: Vice President of Land Acquisition and
Development

ESCROW AGENT:

LAWYER'S TITLE COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT A TO AGREEMENT TO DEDICATE RIGHT-OF-WAY

PROPERTY

BEING A 0.156 ACRE TRACT OF LAND SITUATED IN THE HENREY TIERWESTER SURVEY, ABSTRACT NUMBER 1241, DENTON COUNTY, TEXAS, AND BEING PART OF A 3.000 ACRE TRACT OF LAND CONVEYED TO TOMMY GARLAND AND CAROLYN GARLAND, AS RECORDED IN VOLUME 1214, PAGE 90, DEED RECORDS, DENTON COUNTY, TEXAS. SAID 0.156 ACRE TRACT WITH BEARING BASIS BEING GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS UTILIZING THE ALLTERRA RTKNET AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A MAG NAIL FOUND FOR THE NORTHWEST CORNER OF SAID 3.000 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A 1.635 ACRE TRACT OF LAND CONVEYED TO PATRICIA L. STALLBORIES, AS RECORDED IN COUNTY CLERK'S FILE NO. 2008-82518, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. SAID POINT BEING IN THE SOUTH LINE OF A 5.381 ACRE TRACT OF LAND CONVEYED TO JERRE FRAZIER AND KELLY FRAZIER, AS RECORDED IN COUNTY CLERK'S FILE NO. 2014-77478, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND BEING IN THE APPROXIMATE CENTER OF BELZ ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 88 DEGREES 25 MINUTES 43 SECONDS EAST, ALONG THE NORTH LINE OF SAID 3.000 ACRE TRACT, THE COMMON SOUTH LINE OF SAID 5.381 ACRE TRACT, THE COMMON SOUTH LINE OF A 246.36 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO ELADA DEVELOPMENT, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 2026-47028, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND WITH SAID BELZ ROAD, A DISTANCE OF 253.09 FEET TO A MAG NAIL WITH WASHER STAMPED "LJA SURVEYING" SET FOR THE NORTHEAST CORNER OF SAID 3.000 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF A 3.000 ACRE TRACT OF LAND CONVEYED TO JOSHUA MICHAEL MCCLURKAN AND KATIE LAYNE MCCLURKAN, AS RECORDED IN COUNTY CLERK'S FILE NO. 2022-64447, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, FROM WHICH A MAG NAIL FOUND FOR THE NORTHEAST CORNER OF SAID 3.000 ACRE MCCLURKAN TRACT AND THE COMMON NORTHWEST OF INDIAN CREEK ADDITION, LOTS 1-5, BLOCK A, AN ADDITION TO DENTON COUNTY, AS RECORDED IN COUNTY CLERK'S FILE NO. 2018-75, PLAT RECORDS, DENTON COUNTY, TEXAS, SAME BEING THE NORTHWEST CORNER OF A 40' RIGHT-OF-WAY DEDICATION OF SAID INDIAN CREEK ADDITION BEARS SOUTH 88 DEGREES 25 MINUTES 43 SECONDS EAST, A DISTANCE OF 253.76 FEET;

THENCE, SOUTH 00 DEGREES 56 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF SAID 3.000 ACRE GARLAND TRACT AND THE COMMON WEST LINE OF SAID 3.000 ACRE MCCLURKAN TRACT, A DISTANCE OF 26.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, NORTH 88 DEGREES 25 MINUTES 43 SECONDS WEST, OVER AND ACROSS SAID 3.000 ACRE GARLAND TRACT, A DISTANCE OF 253.11 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER. SAID POINT BEING ON THE WEST LINE OF SAID 3.000 ACRE GARLAND TRACT AND THE COMMON EAST LINE OF AFORESAID 1.635 ACRE TRACT;

THENCE, NORTH 00 DEGREES 57 MINUTES 56 SECONDS EAST, ALONG SAID COMMON LINES, PASSING AT A DISTANCE OF 6.87 FEET A 1/2 INCH IRON ROD FOUND FOR REFERENCE AND CONTINUING, IN ALL A TOTAL DISTANCE OF 26.85 TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 6,796 SQUARE FEET OR 0.156 ACRES OF LAND.

A PARCEL PLAT OF EQUAL DATE HERewith ACCOMPANIES THIS PROPERTY DESCRIPTION.



Chris Matteo, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6501
LJA Surveying, Inc.
6060 North Central Expressway, Suite 400
Dallas, Texas 75206
469-484-0778
TBPELS Firm No. 10194382

JULY 21, 2026



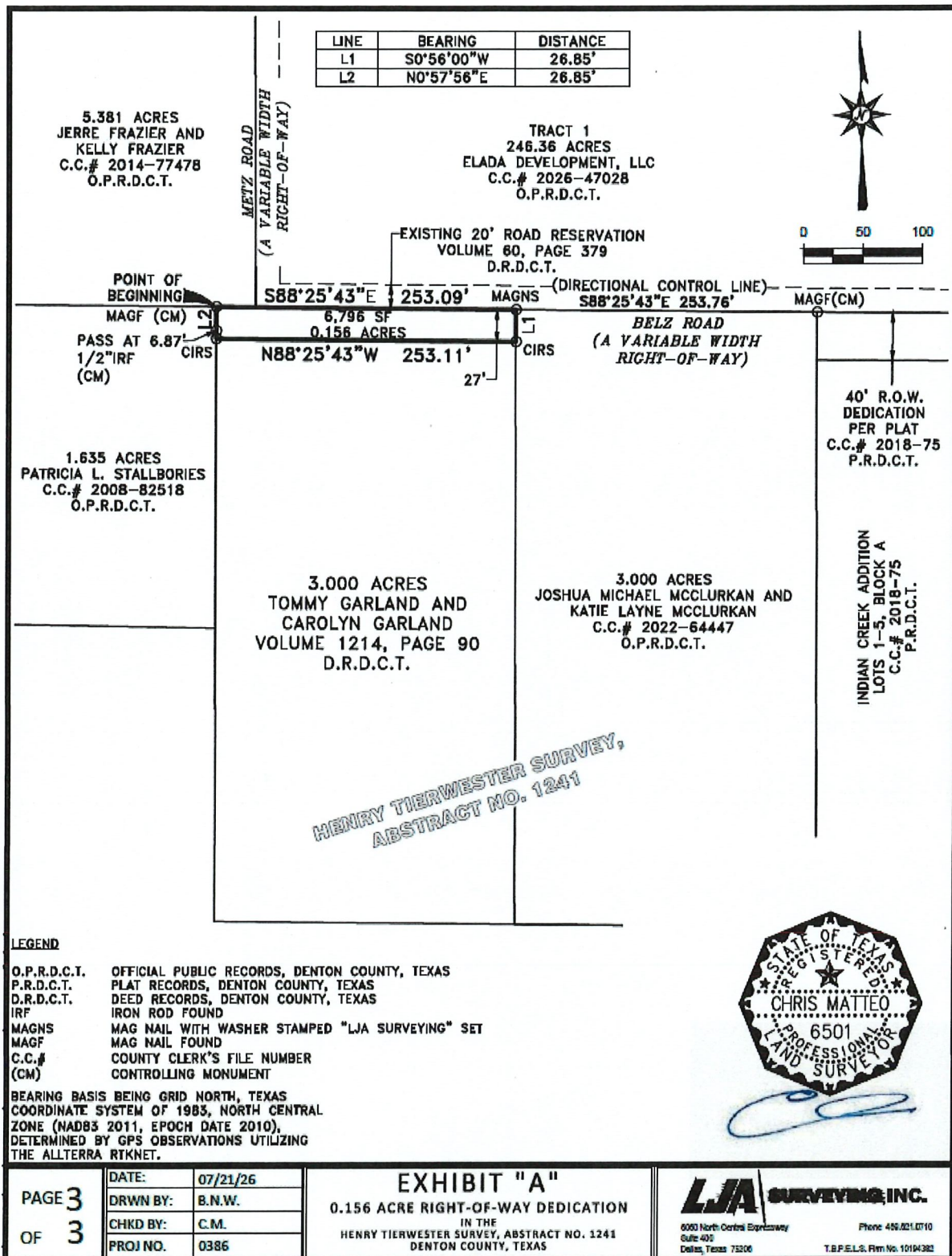


EXHIBIT B TO AGREEMENT TO DEDICATE RIGHT-OF-WAY

FORM OF DEED

(See attached)

AFTER RECORDING, RETURN TO:

City Secretary
CITY OF SANGER
P.O. Box 1729
Sanger, Texas 76266

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

DONATION RIGHT OF WAY WARRANTY DEED

(Prepared Without Benefit of Title Examination)

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

That **TOMMY GARLAND** (collectively, "Grantor"), whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the **CITY OF SANGER**, a Texas municipal corporation ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day DONATED, and by these presents does GRANT, GIVE, and CONVEY unto the said Grantee all the real estate described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof ("ROW Tract").

The warranty contained herein is subject to: (i) any and all mineral reservations, restrictions, covenants, conditions and easements, if any, relating to the above-described property, but only to the extent that they are still in effect and shown of record in Denton County, Texas; and (ii) all zoning law regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relate to the above-described property.

There are no liens, attachments, or other encumbrances which will affect the title or right of Grantor to convey this easement to Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the easement granted herein.

Notwithstanding Grantor's present intent to convey the ROW Tract to Grantee, it is specifically understood that this conveyance shall not be effective and binding upon Grantee until such time as Grantee accepts the conveyance as reflected by Grantee's signature on this document below and Grantee exercises control over the ROW Tract. Nothing contained herein shall require Grantee to accept the conveyance of the ROW Tract.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in any way belonging to such premises unto the said Grantee, Grantee's successors, and assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the said premises unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

[Signature pages follow]

WITNESS THE GRANTOR'S HAND this 10 day of August, 2026

OWNER:

Tommy Garland
TOMMY GARLAND

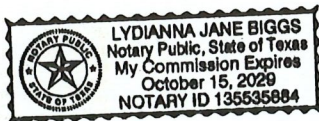
STATE OF TEXAS

COUNTY OF Denton

This instrument was acknowledged on this the 10th day of August, 2026, by Tommy Garland.

August

Lydianna Biggs
Notary Public, State of Texas



ACCEPTED:

CITY OF SANGER

By: _____
Name: John Noblitt
Title: City Manager

ATTEST:

By: _____
Name: Kelly Edwards
Title: City Secretary

APPROVED AS TO FORM:


Printed Name: Terrence S. Welch
Title: Attorney
Office of the City Attorney

STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged on this the ____ day of _____, 2026, by _____, as the _____ of the ***CITY OF SANGER***, a Texas municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

EXHIBIT A TO DONATION RIGHT OF WAY WARRANTY DEED

DESCRIPTION OF ROW TRACT

BEING A 0.156 ACRE TRACT OF LAND SITUATED IN THE HENREY TIERWESTER SURVEY, ABSTRACT NUMBER 1241, DENTON COUNTY, TEXAS, AND BEING PART OF A 3.000 ACRE TRACT OF LAND CONVEYED TO TOMMY GARLAND AND CAROLYN GARLAND, AS RECORDED IN VOLUME 1214, PAGE 90, DEED RECORDS, DENTON COUNTY, TEXAS. SAID 0.156 ACRE TRACT WITH BEARING BASIS BEING GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS UTILIZING THE ALLTERRA RTKNET AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A MAG NAIL FOUND FOR THE NORTHWEST CORNER OF SAID 3.000 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A 1.635 ACRE TRACT OF LAND CONVEYED TO PATRICIA L. STALLBORIES, AS RECORDED IN COUNTY CLERK'S FILE NO. 2008-82518, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. SAID POINT BEING IN THE SOUTH LINE OF A 5.381 ACRE TRACT OF LAND CONVEYED TO JERRE FRAZIER AND KELLY FRAZIER, AS RECORDED IN COUNTY CLERK'S FILE NO. 2014-77478, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND BEING IN THE APPROXIMATE CENTER OF BELZ ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 88 DEGREES 25 MINUTES 43 SECONDS EAST, ALONG THE NORTH LINE OF SAID 3.000 ACRE TRACT, THE COMMON SOUTH LINE OF SAID 5.381 ACRE TRACT, THE COMMON SOUTH LINE OF A 246.36 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO ELADA DEVELOPMENT, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 2026-47028, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND WITH SAID BELZ ROAD, A DISTANCE OF 253.09 FEET TO A MAG NAIL WITH WASHER STAMPED "LJA SURVEYING" SET FOR THE NORTHEAST CORNER OF SAID 3.000 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF A 3.000 ACRE TRACT OF LAND CONVEYED TO JOSHUA MICHAEL MCCLURKAN AND KATIE LAYNE MCCLURKAN, AS RECORDED IN COUNTY CLERK'S FILE NO. 2022-64447, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, FROM WHICH A MAG NAIL FOUND FOR THE NORTHEAST CORNER OF SAID 3.000 ACRE MCCLURKAN TRACT AND THE COMMON NORTHWEST OF INDIAN CREEK ADDITION, LOTS 1-5, BLOCK A, AN ADDITION TO DENTON COUNTY, AS RECORDED IN COUNTY CLERK'S FILE NO. 2018-75, PLAT RECORDS, DENTON COUNTY, TEXAS, SAME BEING THE NORTHWEST CORNER OF A 40' RIGHT-OF-WAY DEDICATION OF SAID INDIAN CREEK ADDITION BEARS SOUTH 88 DEGREES 25 MINUTES 43 SECONDS EAST, A DISTANCE OF 253.76 FEET;

THENCE, SOUTH 00 DEGREES 56 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF SAID 3.000 ACRE GARLAND TRACT AND THE COMMON WEST LINE OF SAID 3.000 ACRE MCCLURKAN TRACT, A DISTANCE OF 26.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, NORTH 88 DEGREES 25 MINUTES 43 SECONDS WEST, OVER AND ACROSS SAID 3.000 ACRE GARLAND TRACT, A DISTANCE OF 253.11 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER. SAID POINT BEING ON THE WEST LINE OF SAID 3.000 ACRE GARLAND TRACT AND THE COMMON EAST LINE OF AFORESAID 1.635 ACRE TRACT;

THENCE, NORTH 00 DEGREES 57 MINUTES 56 SECONDS EAST, ALONG SAID COMMON LINES, PASSING AT A DISTANCE OF 6.87 FEET A 1/2 INCH IRON ROD FOUND FOR REFERENCE AND CONTINUING, IN ALL A TOTAL DISTANCE OF 26.85 TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 6,796 SQUARE FEET OR 0.156 ACRES OF LAND.

A PARCEL PLAT OF EQUAL DATE HERewith ACCOMPANIES THIS PROPERTY DESCRIPTION.



Chris Matteo, R.P.L.S.
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469-484-0778
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JULY 21, 2026



EXHIBIT B TO DONATION RIGHT OF WAY WARRANTY DEED

DEPICTION OF ROW TRACT

