

RIGHT OF ACCESS LICENSE AGREEMENT

This Right of Access License Agreement (the "Agreement") is made by and between the Tomball Economic Development Corporation, a State of Texas Type B Development Corporation (the "Owner") and The Urban Group, LLC (the "Buyer"), (with the Owner and the Buyer each being a "Party", and collectively, the "Parties"), with the Parties acting by and through their authorized representatives, and with this Agreement becoming effective as of the date of execution by the Parties (the "Effective Date").

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WHEREAS, the Owner owns certain real property described as LOT 8, Tomball Business & Technology Park, Tomball, Texas (the "Property"), with the Property being more specifically described in "Exhibit A" attached to this Agreement, and the Owner intends to sell the Property to the Buyer (the "Sale"); and

WHEREAS, the Buyer and its authorized contractors and agents desire to enter and temporarily remain on a portion of the Property with equipment and personnel for the purposes of performing work and improvements on the Property prior to the completion of the Sale (the "Project"); and

WHEREAS, through the terms and provisions contained in this Agreement, the Owner desires to allow the Buyer to enter and temporarily remain on a portion of the Property to perform the Project.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE TO BE BOUND BY THE FOLLOWING:

Section 1. The Owner hereby grants to the Buyer, and the Buyer's designees, a non-exclusive license for the right of entry and the right to temporarily remain on the Property with equipment and personnel for the purposes of performing work related to the Project (the "License").

Section 2. This Agreement shall become effective on the Effective Date and shall remain in full force and effect for one (1) year, unless terminated earlier by the Parties as provided herein (the "Term"). This Agreement may be terminated by either Party at any time without cause, provided that the terminating Party shall provide the other Party with written notice of such intent to terminate at least ninety (90) days prior to the date of termination. The Term may be extended through a written amendment to this Agreement approved by the Parties. If the Sale occurs during the Term, then this Agreement shall automatically terminate.

Section 3. If the Sale does not occur, then to the fullest extent practicable, the Buyer shall restore the Property to the same condition as it existed on the Effective Date.

Section 4. The License is subject to any and all rights, conditions, and restrictions related to and affecting the Property as of the Effective Date. The Owner reserves the right to grant others the privilege to use the Property in a manner not inconsistent with this Agreement, and the Parties specifically agree that this Agreement is not exclusive.

Section 5. TO THE EXTENT AUTHORIZED BY LAW, THE BUYER SHALL INDEMNIFY, DEFEND, AND HOLD THE OWNER HARMLESS FROM AND AGAINST

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ANY CLAIMS, LOSS, COSTS, LEGAL ACTION, LIABILITY, OR EXPENSE ON ACCOUNT OF PERSONAL INJURY TO ANY PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY, RESULTING FROM THE BUYER'S NEGLIGENT EXERCISE OF THE RIGHTS HEREIN GRANTED, BUT ONLY TO THE EXTENT SUCH CLAIMS, COSTS, DAMAGE, INJURY OR EXPENSE ARE CAUSED BY THE NEGLIGENCE OF THE BUYER.

Section 6. Unless an alternate notice provision is agreed to by the Parties, any notice to be given or any documents to be delivered by either Party, shall be delivered in person or mailed by certified mail, return receipt requested, postage prepaid, and addressed to the Buyer or Owner at the following address:

For the Owner:

**Tomball Economic Development Corp.
Attn: Executive Director
29201 Quinn Rd., Suite B
Tomball, TX 77375**

For the Buyer:

**The Urban Group, LLC
Attn: Don Weaver
2110 Grandway Drive
Katy, TX 77449**

Section 7. Either Party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and the prevailing Party in such suit or proceeding shall be entitled to recover from the other Party reasonable costs and expenses, including but not limited to attorney's fees.

Section 8. This Agreement is made under and will in all respects be interpreted, enforced, and governed by the laws of the State of Texas, without regard to rules regarding conflicts of laws. Any litigation, suit or other proceeding to enforce or interpret the terms of this Agreement shall be brought in Harris County, Texas.

Section 9. This Agreement contains the entire agreement of the Parties to the subject matter herein.

**THIS AGREEMENT IS HEREBY MADE EFFECTIVE BY THE PARTIES
ON THIS 13TH DAY OF JULY, 2022.**

FOR: THE OWNER

**By: _____
Name: Kelly Violette, Executive Director**

ATTEST:

**By: _____
Name: Tiffani Wooten
Title: Assistant Director**

FOR: THE BUYER

**By: 
Name: Mark J. Overton, Vice President**

ATTEST:


**By: 
Name: Crystal Van
Title: Financial Legal Specialist**

EXHIBIT A – Description of the Property

The Property consists of the area located within the City of Tomball as described below:

TOMBALL BUSINESS AND TECHNOLOGY PARK LOTS 4 AND 8 REPLAT

A SUBDIVISION OF
25.1764 AC. / 1,096,682.87 SQ. FT.
BEING A REPLAT OF LOT 4 AND LOT 8, TOMBALL
BUSINESS AND TECHNOLOGY PARK LOT 4
PARTIAL REPLAT, FILM CODE NO. 674930, H.C.M.R.
SITUATED IN THE E. SMITH SURVEY, A-70
CITY OF TOMBALL, HARRIS COUNTY, TEXAS

