

DEED RESTRICTION (MURAL PRESERVATION AGREEMENT)

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GALVESTON

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This Deed Restriction (“Restriction”) is made and entered into by **WB HOME RENTALS, INC, a Texas Corporation** hereinafter called "Grantor" (whether one or more), for and in consideration of the sum of **TEN AND NO/100 (\$10.00) DOLLARS** and other valuable consideration to the undersigned paid by the Grantee herein named, **TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation**, herein called "Grantee" (whether one or more), the following restriction(s) on real property (together with all improvements thereon the "Property") situated in Galveston County, Texas, to-wit:

ABST 205 J B WELLS SUR LOTS 1 & 2 BLK 148 TEXAS CITY SECOND DIVISION, Texas City, Galveston County, Texas, commonly known as 702 6th Street North, Texas City, Texas 77590 (Property ID: 224866)(“Property”)

RECITALS

WHEREAS, the Grantee has established a mural program to promote public art and community beautification;

WHEREAS, the Grantee has sponsored or approved the creation of a mural (“Mural”) on the exterior wall of a building located on the Property;

WHEREAS, as a condition of participation in the Grantee’s mural program, Grantor has agreed to preserve and maintain the Mural for a restricted period of time;

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby imposes the following restriction on the Property:

1. Recitals Incorporated. The above recitals and all of the terms defined in them are incorporated into this Declaration for all purposes.

2. Mural Preservation Requirement.

Grantor agrees that the Mural located on the Property shall remain in place and visible for a period of not less than ten (10) years from the date of completion of the Mural (“Preservation Period”), unless otherwise approved in writing by the Grantee. The Grantee shall pay for the installation of the Mural.

3. Alternation or Removal.

During the Preservation Period, Grantor shall not alter, paint over, destroy, obscure, or remove the Mural, nor permit others to do so, without the prior written consent of the Grantee. If alteration, removal, or destruction of the Mural becomes necessary due to damage, redevelopment, or other circumstances beyond Grantor’s control, Grantor shall provide at least 30 days’ written notice to the Grantee before any such action.

4. Maintenance.

Grantor shall maintain the portion of the wall or surface upon which the Mural is located in good condition and repair. The Grantee shall not be responsible for maintenance or restoration unless otherwise agreed in writing.

5. Runs with the Land.

This Restriction shall run with the land and be binding upon Grantor, and upon all future owners, successors,

