

**CITY OF MANOR  
LICENSE AGREEMENT**

This License Agreement (the "Agreement") is made and entered into on this the    day of April, 2024, (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 the CITY OF REFUGE CHURCH OF GOD IN CHRIST, a Texas non-profit corporation (the "Licensee"). The City and the Licensee are referred to together as the "Parties".

**RECITALS:**

**WHEREAS**, Lot 8-A of the Amended and Final Plat of Lot 8, Block B, Carriage Hills Section One in Travis County, Texas recorded in Document No. 200700027 of the Official Public Records of Travis County, Texas contains publicly-owned land (the "Carriage Hills Section One Subdivision"); and

**WHEREAS**, the City desires to authorize the Licensee permission to enter and use publicly-owned land within the Carriage Hills Section One Subdivision to construct, improve, install, maintain and access 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 licensed property consisting of a 10,060 square foot tract of land for the following purposes only:

Construction, improvement, installation, maintenance, access and use of a driveway (the "Improvements") located or to be located on that certain real property in the Carriage Hills Section One Subdivision, as more particularly shown and described in Exhibit "A" attached hereto.

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 makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

2.03. Licensee agrees that: (a) the construction 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 completed in a timely manner without delay; and (c) the Licensee will construct the Improvements according to plans filed with the City and filed and reviewed by the County, if necessary. 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.

### **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 acceptable to the City and licensed to do business 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 thirty (30) days of the Effective Date of this Agreement.

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.

## **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 as a result of the Improvements.

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. Modification or removal shall be at Licensee's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation shall run as a covenant with the land, and the terms and conditions of this Agreement shall be binding on the grantees, successors and assigns of Licensee. Licensee shall cause any immediate successors-in-interest to have actual notice of this Agreement.

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 the license granted herein.

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

Licensee:

City of Refuge Church of God in Christ  
Attn: Ricky B. Allen  
5407 Regency Dr.  
Austin, TX 78724

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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. COMMENCEMENT AND TERMINATION**

8.01. 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.

### **XI. TERMINATION**

9.01. 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 installations, other than the Improvements, that it made from 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.

9.02. 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.

### **X. EMINENT DOMAIN**

10.01. 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.

**XI. INTERPRETATION**

11.01. 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.

**XII. APPLICATION OF LAW**

12.01. 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.

**XIII. VENUE**

13.01. Venue for all lawsuits concerning this Agreement will be in Travis County, Texas.

**XIV. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT**

14.01. 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. 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.

**XV. ASSIGNMENT**

15.01. 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. 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.

**XVI. SIGNATORY WARRANTY**

16.01. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the organization for which such signatory has executed this Agreement.

**XVII. AMENDMENT**

17.01. This Agreement may be amended only by an instrument in writing signed and approved

by both parties.

### **XVIII. COUNTERPARTS**

18.01. This Agreement may be executed in multiple counterparts, including by facsimile and electronic mail, and each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same instrument.

*[signatures follow this page]*

ACCEPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CITY:  
CITY OF MANOR

\_\_\_\_\_  
Dr. Christopher Harvey, Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Lluvia T. Almaraz  
Title: City Secretary

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Dr. Christopher Harvey, as Mayor of THE CITY OF MANOR, TEXAS, a home-rule municipality, on behalf of said City.

\_\_\_\_\_  
Notary Public, State of Texas



LICENSEE:

City of Refuge Church of God In Christ

By: [Signature]

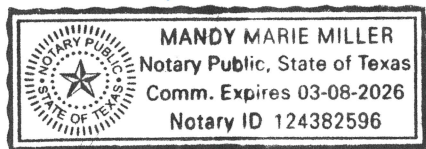
Name: Ricky E. Allen

Title: Pastor

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 8<sup>TH</sup> day of April, 2024, by PASTOR Ricky Allen, as PASTOR of City of Refuge Church of God in Christ a Religious Assembly, on behalf of said City of Refuge Church of God in CHRIST



[Signature]  
Notary Public, 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]**

FILE#  
EXHIBIT " A "

10,006.47 SQUARE FOOT  
LICENSE PROPERTY

BEING 10,006.47 SQUARE FEET OF LAND, BEING OUT OF LOT 8-A, AMENDED FINAL PLAT OF LOT 8, BLOCK B, CARRIAGE HILLS, SECTION ONE, A SUBDIVISION IN MANOR TEXAS, ACCORDING TO THE MAP OR PLAT, RECORDED IN DOCUMENT NUMBER 200700027, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING THAT CERTAIN 6.3357 ACRE TRACT, GRANTED TO THE CITY OF MANOR IN SPECIAL WARRANTY DEED, RECORDED IN DOCUMENT NUMBER 2006243019, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 10,006.47 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING from an iron rod found, in the northerly right-of-way of Old Highway 20, same being the southeast corner of that certain City Of Refuge Church Of God in Christ, 1.00 Acre Tract, recorded in 2019069596, Official Public Records, said county, North 27 degrees 50 seconds 00 minutes East, along the easterly line of said, 1.00 Acre Tract, and the westerly line of said, Lot 8-A, 20.60 feet to the POINT OF BEGINNING, for the southwest corner hereof,

Thence, leaving said right-of-way, continuing along said line, North 27 degrees 50 minutes 00 seconds East, 402.39 feet to an iron rod found, being an angle corner in the southwesterly line of said Lot 8-A, and the northwest corner of said, 1.00 Acre Tract, for the northwest corner hereof,

Thence through said Lot 8-A, South 72 degrees 56 minutes 08 seconds East, 25.45 feet to an angle corner in the southeasterly line of said, Lot 8-A, being the northwest corner of Lot 8-B, said subdivision, for the northeast corner hereof,

Thence South 27 degrees 50 minutes 00 seconds West, along the westerly line of said Lot 8-B, and the easterly line of said Lot 8-A, 402.39 feet, to the northerly line of said right-of-way, being the southwest corner of said Lot 8-B, and the southeast corner of said Lot 8-A, for the southeast corner hereof,

Thence along said right-of-way, and the southerly line of said Lot 8-A, North 72 degrees, 56 minutes 08 seconds West, 25.45 feet to the POINT OF BEGINNING.

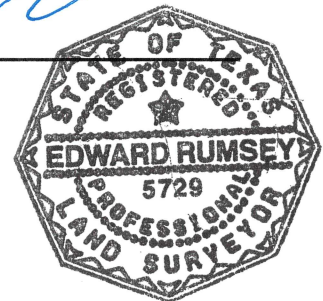
WITNESS MY HAND THIS (LICENSE PROPERTY)

I, Edward Rumsey, licensed to practice Land Surveying in the State of Texas, hereby certify that the foregoing metes and bounds legal description and sketch were based on an on the ground survey, that all visible and apparent protrusions and encroachments into the easement area are accounted for including but not limited to, building footprint, eaves, and roof overhangs and all visible improvements whatsoever.

Witness my hand and seal this, 5th day of January 2021.

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

EDWARD C. RUMSEY, TX. RPLS #5729  
ALL STAR LAND SURVEYING  
9020 ANDERSON MILL ROAD  
AUSTIN, TEXAS 78729  
TBPELS FIRM NO. 10135000  
PROP. I.D.# 236907-740939  
JOB # A1209920  
PAGE 1 OF 2



# LICENSE PROPERTY

BEARING BASIS:  
BEARINGS ARE GRID NORTH BASED ON THE TEXAS  
COORDINATE SYSTEM CENTRAL TEXAS ZONE (4203)  
NAD83 HARN HORIZONTAL CONTROL.

## LEGEND

-  CALCULATED POINT
-  RECORD INFORMATION
-  1/2" ROD FOUND
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 72°56'08" E	25.45'
L2	N 72°56'08" W	25.45'
L3	N 27°50'00" E	20.60'

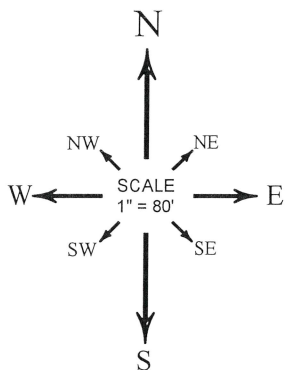
CITY OF REFUGE CHURCH OF  
GOD IN CHRIST  
1.00 ACRES  
(DOC. NO. 2019069596)

LOT 8-A  
AMENDED FINAL PLAT OF  
LOT 8, BLOCK B,  
CARRIAGE HILLS SECTION ONE  
(DOC. NO. 200700027)

LOT 8-B  
AMENDED FINAL PLAT OF  
LOT 8, BLOCK B,  
CARRIAGE HILLS SECTION ONE  
(DOC. NO. 200700027)

10,060.47 SQ. FT.  
LICENSE PROPERTY

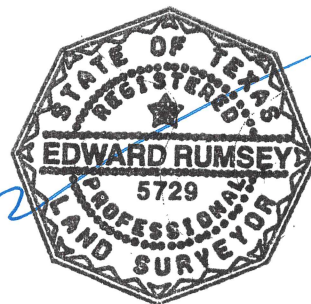
OUT OF LOT 8-A  
AMENDED FINAL PLAT OF  
LOT 8, BLOCK B,  
CARRIAGE HILLS SECTION ONE  
(DOC. NO. 200700027)



0 80 160



OLD HIGHWAY 20  
(60' R.O.W.)



SURVEY DATE	APRIL 05, 2021	
JOB NO.	A1209920	
FIELD BY:	CHRIS ZOTTER	12/29/2020
CALC. BY:	CHRIS ZOTTER	12/29/2020
DRAWN BY:	SEAN SUTTON	12/29/2020
RPLS CHECK	EDWARD RUMSEY	01/05/2021

### LEGAL DESCRIPTION

BEING 10,060.47 SQUARE FEET OF LAND, BEING OUT OF LOT 8-A, AMENDED FINAL PLAT OF LOT 8, BLOCK B, CARRIAGE HILLS, SECTION ONE, A SUBDIVISION IN MANOR TEXAS, ACCORDING TO THE MAP OR PLAT, RECORDED IN DOCUMENT NUMBER 200700027, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING THAT CERTAIN 6.3357 ACRES TRACT, GRANTED TO THE CITY OF MANOR IN SPECIAL WARRANTY DEED, RECORDED IN DOCUMENT NUMBER 2006243019, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 10,060.47 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

**ALLSTAR**  
Land surveying

9020 ANDERSON MILL RD  
AUSTIN, TEXAS 78729  
(512) 249-8149 PHONE  
(512) 331-5217 FAX  
TBPELS FIRM NO. 10135000