

STATE OF TEXAS                    )  
  )  
COUNTY OF TRAVIS                )           **LICENSE AND MAINTENANCE AGREEMENT**

**THIS LICENSE AND MAINTENANCE AGREEMENT** (the “Agreement”) is entered into by the City of Manor, a Texas home rule municipal corporation and political subdivision of the State of Texas situated in Travis County, Texas (the “City”), and Peter A. Dwyer, ("Licensee" ), effective as of the \_\_\_\_\_, 2025 (the “Effective Date”), upon the terms and conditions set forth below.

**I. PURPOSE OF LICENSE AGREEMENT**

A. The City grants to Licensee permission to use the 0.193 acre Right of Way, being a portion the Lagos Lakeside Subdivision Replat, more particularly described on **Exhibit A** (the, "Licensed Property") solely to maintain public right of way and parking for private park facilities. 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.

B. Licensee agrees that all maintenance permitted by this Agreement with respect to the Licensed Property shall be done in compliance with all applicable County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted, including, without limitation, the Federal Americans with Disabilities Act.

**II. ANNUAL FEE**

No annual fee shall be due to the City in connection with this Agreement, and the City will not compensate Licensee for the maintenance of the Licensed Property or any Park Improvements.

**III. CITY'S RIGHT TO LICENSED PROPERTY**

This Agreement is expressly subject and subordinate to the present and future right of the City to use the Licensed Property for any purpose.

**IV. INSURANCE**

A. Licensee shall, at its sole expense, procure a commercial general liability insurance policy, written by a company reasonably acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than \$2,000,000, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The City may require the Licensee to increase the combined single limit of such coverage from time to time in the reasonable discretion of the City. Such insurance coverage shall specifically name the City as an additional insured. The insurance shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement. Licensee may satisfy the insurance requirement herein by blanket policies covering property in addition to the Licensed Property. Licensee shall be responsible for any deductibles stated in the policy. A certificate of insurance evidencing such coverage shall be delivered to the City Manager on or before the Licensee's use or occupancy of the Licensed Property.

B. Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse and shall provide the City where possible thirty (30) days written notice as evidenced by a return receipt of registered or certified mail of any anticipated cancellation, reduction, restriction or other limitation thereafter established under such policy of insurance.



**VI. INDEMNIFICATION**

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 reasonable 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 Licensee's use of the Licensed Property under this Agreement. This indemnification provision, however, shall not apply to any claims, suits, demands, judgments, damage, costs, losses, expenses or other liability for personal injury, death, or damage to any person or property (i) for which the City shall have been compensated by insurance provided under Paragraph V, above, (ii) arising out of any acts or omissions by the City under Paragraph IV above, or (iii) arising solely from the negligence 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."

**VI. CONDITIONS**

A. Licensee's Responsibilities. Licensee will be responsible for any and all damage to the Licensed Property unless such damage is as a result of acts or omissions by the City.

B. Maintenance. Licensee shall maintain the Licensed Property by keeping the area free of material amounts of debris and litter and keeping the Licensed Property mowed such that grass and weeds do not exceed the height limits established by City ordinances and regulations, if applicable. Licensee shall maintain the parking lot and right of way improvements in good repair, working order, and condition, and in compliance with this Agreement. For purposes of this Agreement, good repair shall include, but not be limited to, well defined parking lot striping, the absence of potholes and hazards to vehicles and pedestrians, and consistent with the generally accepted level of care and maintenance of similarly situated parking lot and right of way improvements. The City may require Licensee to take action to maintain the Licensed Property in compliance with this Agreement, including, but not limited to, repaving, pothole repair, and restriping the parking lot. Save and except removal or repairs due to normal wear and tear such action shall be completed within thirty (30) days (or such reasonable period of time if thirty days is not feasible) following receipt of a written request from the City. Licensee shall have no obligation to maintain any improvements placed upon the Licensed Property by the City.

C. Modification. No right of way or parking improvements may be modified from the Licensed Property without the prior written consent of the City.

D. Default. In the event that Licensee fails to maintain the Licensed Property as provided in this Agreement 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 (provided that the City shall allow such additional time as may be reasonably necessary for Licensee to cure any failure as long as Licensee commences such cure within the thirty (30) day period provided and diligently pursues such cure thereafter and as long as such additional time does not exceed ninety (90) days from the date of the notice) the City may pursue its remedies under Paragraph VII below.



City Address:

City of Manor  
Attention: City Manager  
105 E Eggleston Street  
Manor, Texas 78653

Licensee Address:

Peter A. Dwyer  
9900 HWY 290 E  
Manor, Texas 78653

## **VII. COMMENCEMENT**

This Agreement shall begin on the Effective Date and continue thereafter as provided in Section 4.06 of the Development Agreement.

## **VII. TERMINATION**

Notwithstanding any other term, provision or condition of this Agreement, subject only to prior written notification to Licensee, this Agreement is revocable by the City if Licensee fails to comply with the terms and conditions of this Agreement beyond applicable notice and cure periods, including, but not limited to the insurance requirements specified herein. The City agrees that, if the City terminates this Agreement, the City will operate and maintain the public right of way and parking improvements with reimbursement of City's costs to operate and maintain the public right of way and parking by Licensee. The City may further terminate and revoke this Agreement if:

A. Use of the Licensed Property becomes necessary for another public purpose and adequate and similar public parking and right of way access exists;

B. The public parking and right of way, or a portion of them, constitute a danger to the public which the City deems not to be remediable by alteration or maintenance of such public right of way and parking;

C. Maintenance or alteration necessary to alleviate a danger to the public has not been made after the notice and cure periods provided herein have lapsed; or

D. The City desires to take over maintenance of the public right of way and parking.

## **VII. REMEDIES**

The City will be entitled to judicially enforce Licensee's obligations under this Agreement. Licensee also 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, an injunction, or specific performance against Licensee to enforce Licensee's obligations under this Agreement.



**VIII. EMINENT DOMAIN**

If any portion of the Licensed Property is taken by eminent domain by a governmental authority other than the City, this Agreement shall terminate as to the affected portion of the Licensed Property so condemned.

**IX. INTERPRETATION**

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.

**X. APPLICATION OF LAW**

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.

**XI. SPECIFIC PERFORMANCE**

If either party materially breaches the terms of this License Agreement, such material breach shall be an event of default. In that event, the non-defaulting party to this License Agreement may pursue the remedy of specific performance.

**XII. VENUE**

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

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

This Agreement and all of the covenants herein shall run with the Licensed Property; 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.

**XIV. AMENDMENT**

This License Agreement may be amended only by an instrument in writing signed and approved by both parties.

**XV. ASSIGNMENT**

Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City.

\* \* \*

[SIGNATURE PAGE FOLLOWS]



**TERMS AND CONDITIONS ACCEPTED**, this the \_\_\_ day of \_\_\_\_\_, 2025

**LICENSOR:**  
City of Manor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor

**LICENSEE:**

By: \_\_\_\_\_  
Name: Peter A. Dwyer



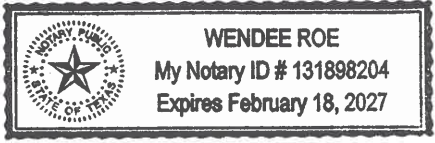
**THE STATE OF TEXAS** §  
§  
**COUNTY OF TRAVIS** §

This instrument was acknowledged before me on this the \_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, Mayor, City of Manor, Texas, on behalf of the City.

\_\_\_\_\_  
Notary Public - State of Texas

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on this the 21 day of January, 2025, by Peter A. Dwyer.



Wendee Roe  
Notary Public - State of Texas

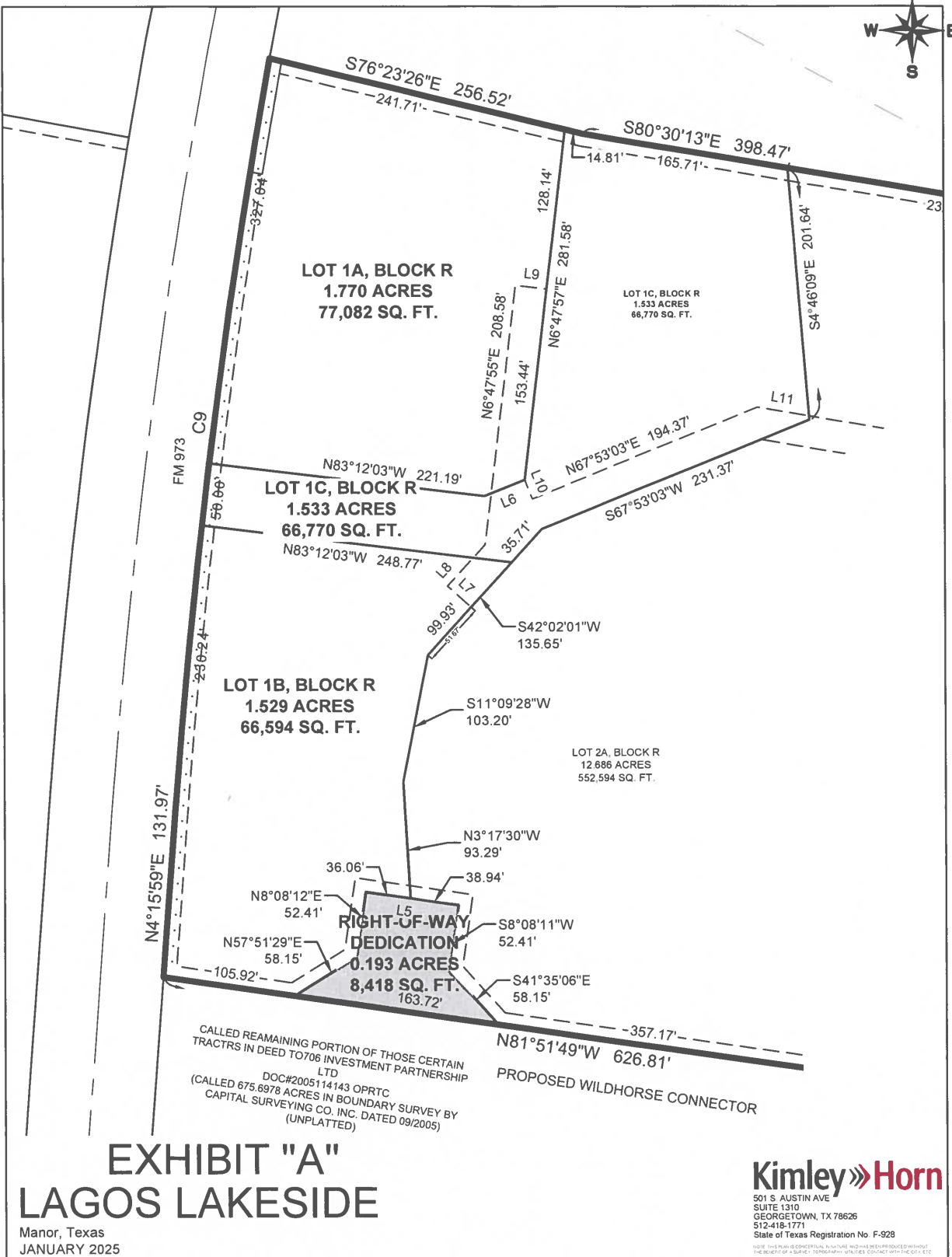
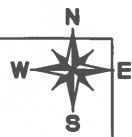
**AFTER RECORDING RETURN TO:**  
City of Manor  
Attn: City Secretary  
105 E Eggleston Street  
Manor, Texas 78653

**EXHIBIT "A"**  
**LICENSED PROPERTY**

[to be attached]

*see  
attached*





S76°23'26"E 256.52'  
 -241.71'-  
 S80°30'13"E 398.47'  
 14.81' -165.71'-  
 128.14'  
 N6°47'57"E 281.58'  
 S4°46'09"E 201.64'  
 N6°47'55"E 208.56'  
 153.44'  
 N83°12'03"W 221.19'  
 N67°53'03"E 194.37'  
 S67°53'03"W 231.37'  
 N83°12'03"W 248.77'  
 35.71'  
 S42°02'01"W 135.65'  
 S11°09'28"W 103.20'  
 N3°17'30"W 93.29'  
 36.06'  
 38.94'  
 N8°08'12"E 52.41'  
 N57°51'29"E 58.15'  
 S8°08'11"W 52.41'  
 S41°35'06"E 58.15'  
 -105.92'-  
 -357.17'-  
 N81°51'49"W 626.81'

CALLED REMAINING PORTION OF THOSE CERTAIN TRACTS IN DEED TO 706 INVESTMENT PARTNERSHIP LTD  
 DOC#2005114143 OPRTC  
 (CALLED 675.6978 ACRES IN BOUNDARY SURVEY BY CAPITAL SURVEYING CO. INC. DATED 09/2005) (UNPLATTED)  
 PROPOSED WILDHORSE CONNECTOR

# EXHIBIT "A"

## LAGOS LAKESIDE

Manor, Texas  
 JANUARY 2025

**Kimley»Horn**  
 501 S. AUSTIN AVE  
 SUITE 1310  
 GEORGETOWN, TX 78626  
 512-418-1771  
 State of Texas Registration No. F-928  
NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY. INFORMATION AND DATA CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSE.

