CITY OF MANOR LICENSE AND MAINTENANCE AGREEMENT

This License and Maintenance Agreemer	nt (the "Agreement") is made and entered into on
this the day of	, 20, (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 Housing Authority
of Travis County, Texas (Manor Townhomes	Phase II), or its assigns, a Texas non-profit
corporation (the "Licensee"). The City and the L	icensee are referred to together as the "Parties".

RECITALS:

WHEREAS, The Manor Townhomes Phase II contains publicly-owned land; and

WHEREAS, the City desires to authorize the Licensee permission to enter and use publicly-owned land within the Manor Townhomes Phase II to construct, improve, install, and maintain 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 following tracts of land:

That portion of land situated between the boundary of Lot 1, Block A; Amended Plat of Lots 11-20, Block 10; Town of Manor; DOC No. 202100146 and the street curbs of adjacent Bastrop Street, Burton Street, and Caldwell Street as more particularly shown and described in Exhibit A;

2.02. The City grants to Licensee permission to use the Licensed Property for the following purposes only:

Construction, improvement, installation, and maintenance of an underground stormwater conveyance system and Landscaping improvements located within the Licensed Property serving Section 28 of the Manor Townhomes Phase II, as more particularly shown and described in Exhibit "B" and Exhibit "C" attached hereto (collectively, the "Improvements").

- 2.03. 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.
- 2.04. Licensee agrees that: (a) the construction and maintenance 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; (c) the Licensee will construct the Improvements according to plans filed with the City. 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. <u>Licensee's Responsibilities</u>. 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, if any, as a result of the Improvements. The City may require Licensee to take action to maintain the Licensed Property and the Improvements, at Licensee's expense, and in compliance with this Agreement, including, but not limited to, the removal of dead or dying vegetation placed by Licensee within the Licensed Property. Such action shall be completed within thirty (30) days following receipt of a written request from the City.
- 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. No Improvements may be modified or removed from the Licensed Property without the prior written consent of the City. 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. <u>Default</u>. 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/or pursue its remedies under Section 7.05 below. The parties agree that if the City terminates this Agreement, the City shall not be required to operate and maintain the Improvements.

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:

the Housing Authority of Travis County, Texas Attn: Goodwin Management 11149 Research, Suite 100 Austin TX 78759 (512) 502-7517 with a copy to:

SG Land Holdings, LLC 2392 Morse Avenue Irvine CA 92614 (949) 777-4070

- 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. <u>Compliance</u>. 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. FUNDING MAINTENANCE OBLIGATION

8.01. Licensee will provide funds required for the management and operation of improvements permitted by this Agreement.

XI. COMMENCEMENT AND TERMINATION

9.01. 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.

X. TERMINATION

- 10.01. Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:
 - (a) Use of Licensed Property becomes necessary for another public purpose;
- (b) 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;
- (c) Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
- (d) 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.

XI. EMINENT DOMAIN

11.01. 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.

XII. INTERPRETATION

12.01. 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.

XIII. APPLICATION OF LAW

13.01. 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.

XIV. VENUE

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

XV. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT

15.01. 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.

XVI. ASSIGNMENT

16.01. 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.

XVII. AMENDMENT

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

[signature pages follow]

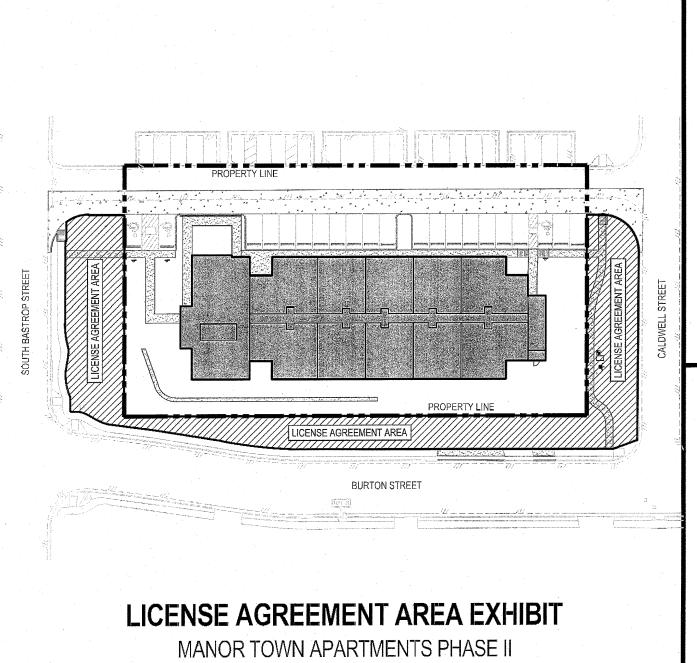
ACCEPTED this the	day of	, 20	
		THE CITY: CITY OF MANOR	
		Scott Moore, City Manager	
ATTEST:			
By: Name: Lluvia T. Almaraz			
Title: City Secretary			
STATE OF TEXAS	§ §		
COUNTY OF TRAVIS	§		
This instrument was acknowledge Scott Moore, as Mayor of THE Co of said City.	ed before me o ITY OF MAN	on this day of OR, TEXAS, a home-rule munic	, 20, by ipality, on behalf
		Notary Public, State of Texa	S

	LICENSEE:
	the Housing Authority of Travis County, Texas
	By:
	Name:Title:
STATE OF TEXAS §	
COUNTY OF §	
This instrument was acknowledged before me on the	
a, on behalf of said	of,
	Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

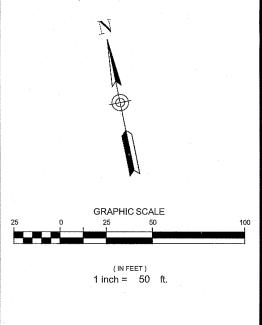
City of Manor Attn: City Secretary 105 E. Eggleston Street Manor, Texas 78653

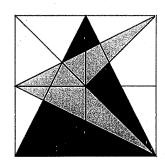
Exhibit "A" [attachment follows this page]



212 SOUTH BASTROP STREET

MANOR, TEXAS





CARNEY ENGINEERING, PLLC.

5465 LEGACY DRIVE, SUITE 650 Plano, Texas 75024 PH (469) 443-0861 FAX (469) 443-0863

TBPE FIRM REGISTRATION NO: F-5033

Exhibit "B" [attachment follows this page]

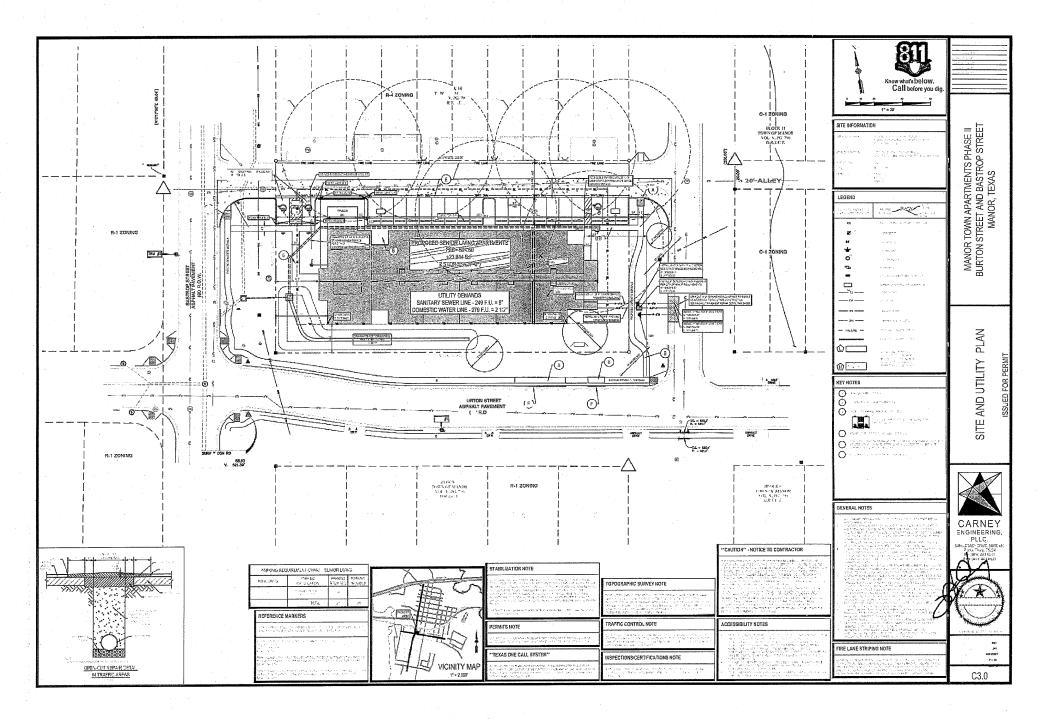
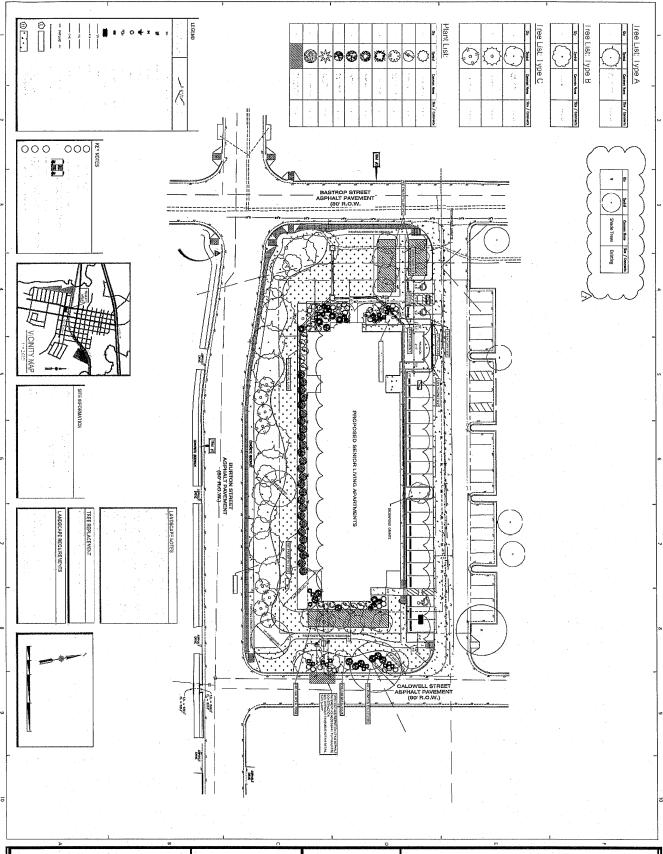


Exhibit "C" [attachment follows this page]



MANOR TOWN PHASE II

MANOR, TEXAS HOUSING AUTHORITY OF TRAVIS COUNTY

NDA PROJECT # 2020-12

SCALE: 1" = 20'

L1 - LANDSCAPE PLAN



Issue Date Description

- 1 04/21/21 ISSUE FOR PERMIT
- 4 03/29/22 ADDENDUM 5
- 7 08/15/22 ADDENDUM 6

d design associates, inc.

1524 S. IH-35, STE. 233 512/302-1458 v

AUSTIN, TX 78704 dsmith@nda-austin.com