

**CITY OF MANOR  
LICENSE AGREEMENT**

This License Agreement (the “**Agreement**”) is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 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**”), 13100 FM 973, Inc., a Texas corporation (“**Developer**”) and MANOR CROSSING PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation (the “**Association**” and collectively with the Developer, the “**Licensee**”). The City and the Licensee are referred to together as the “**Parties**”.

**RECITALS**

**WHEREAS**, Developer is the developer of Manor Crossing (“**Manor Crossing**”), a commercial subdivision in Travis County, Texas, as shown on plat recorded under Document No. 202300254 of the Official Public Records of Travis County, Texas (“**Plat**”); and

**WHEREAS**, the Association is the property owner’s association for Manor Crossing described in Amended and Restated Declaration of Covenants, Restrictions and Reciprocal Easements dated November 13, 2023, as recorded under Document No. 2023129059, Official Public Records, Travis County, Texas (the “**Declaration**”); and

**WHEREAS**, Manor Crossing contains two (2) publicly-owned right of ways, one called Manor Crossing Blvd., and one called Manor Commerce Blvd.; and

**WHEREAS**, Manor Crossing Blvd. contains a median area shown on **Exhibit “A”** attached hereto (“**Median Area**”) near the intersection of U.S. Highway 290 E., to be improved with a large, illuminated, multi-tenant, permanent pylon sign advertising the shops, restaurants and businesses in Manor Crossing (“**Pylon Sign**”); and

**WHEREAS**, the Pylon Sign is integral to the shops, restaurants and businesses in Manor Crossing and is the same Sign referenced in Plat Note 18 of the Plat stating that the “City of Manor will allow a sign to be placed within the ROW of Manor Crossing Blvd. provided an application for a license agreement is submitted and approved by the City of Manor”; and

**WHEREAS**, the City desires to authorize the Licensee permission to enter and use the Median Area within Manor Crossing Blvd. to construct, improve, install, and maintain the Pylon Sign under the terms and conditions set forth in this Agreement.

## **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 an exclusive license and permission to use the Licensed Property (hereinafter defined) for the following purposes only:

Construction, improvement, installation, operation, maintenance and repair of the Pylon Sign and related improvements constructed or installed by Licensee in the Median Area (the “**Improvements**”); a copy of the plans for the Improvements are shown and described in **Exhibit “B”** attached hereto.

The “**Licensed Property**” refers to the real property located within the Median Area as more particularly shown and described in **Exhibit “A”** attached hereto.

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 attached to this Agreement or filed with the City. Licensee agrees to obtain the City’s approval to any material changes in construction which are not shown on the approved plans. 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.

2.04 The City also grants to each Pylon Sign User (defined in the Declaration) and any tenant of a Pylon Sign User a license to install, maintain, replace and repair its applicable panel located in the individual advertising cabinets within the Pylon Sign as permitted under the Declaration.

### **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 contractors, to maintain, use, operate, and renew any existing public utilities facilities or franchised public utilities beneath the Licensed Property.

4.02. The uses of the Licensed Property by the City as described in Section 4.01 are permitted even though such use may interfere with Licensee's use of the Licensed Property or damage the Improvements; provided however, once the Improvements are in place, the City agrees to (i) use commercially reasonable efforts to avoid damaging the Improvements, and (ii) notify Licensee in writing at least thirty (30) days prior to performing work that may damage the Improvements (except in the case of a declared emergency). In case of a declared emergency, damage to 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 upon 24 hours prior written notice, to remove any of the Pylon Sign whenever such removal is deemed reasonably necessary by the City for protecting persons or property from imminent danger due to damage to, or neglect of, the structure of the Pylon Sign; provided however, the City will only remove the Pylon Sign (or a portion thereof) if the City reasonably deems the Pylon Sign not remediable by alteration, repair or maintenance. If the Pylon Sign (or a portion thereof) is removed, Licensee shall have the right to rebuild or re-construct the Pylon Sign upon written notice to the City as long as the re-built or re-constructed Pylon Sign will not cause danger to persons or 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.

5.03 After the Improvements are installed and operational, the City agrees that only the Association shall be required to maintain the commercial general liability insurance policy required under this Section 5.

## **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 the Parties. Licensee shall cause any immediate successors-in-interest to have actual notice of this agreement.

7.04. Default; Notice. 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 of the existence of a default with a reasonable description thereof (“**Default Notice**”) to the address set forth below by (i) registered or certified mail, return receipt requested, (ii) courier, or (iii) nationally recognized overnight delivery (i.e. Fed Ex or UPS). Licensee shall have (a) ten (10) business days from the date of the Default Notice if the default is a failure to maintain insurance, and (b) sixty (60) days from the date of the Default Notice for any other default under this Agreement to take action to remedy the failure complained of, and, if Licensee does not remedy the same within the applicable cure period to the City’s reasonable satisfaction, acting in good faith, the Licensee shall be in default (“**Default**”) under this Agreement. The Parties addresses for notice are as follows:

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

Licensee:

13100 FM 973, Inc.  
2705 Bee Cave Road, Suite 210  
Austin, Texas 78746  
Attn: Mr. Matt Harriss

with a copy to:

Mr. William D Brown  
Sneed, Vine & Perry, P.C.  
2705 Bee Cave Road, Suite 160  
Austin, Texas 78746

7.05. Remedies. The Licensee agrees that during the occurrence of a 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. If Licensee fails to comply with the terms and conditions of this Agreement,

including, but not limited to, the insurance requirements, Licensor shall give Licensee written notice specifically setting forth such non-compliance, and if Licensee fails to cure such non-compliance within thirty (30) days after receipt of such written notice, then Licensor may revoke this License Agreement.

## **VIII. COMMENCEMENT AND TERMINATION FOR ABANDONMENT OF CONSTRUCTION**

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 pursuant to the terms of this Agreement. Beginning January 1, 2026, if Licensee abandons construction 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 sixty (60) 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 Improvements that it made to 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 (Licensee's Default). During the continuance of a Default, the City may terminate this license on the tenth (10) business day after the date of the City's intent to terminate notice ("**Intent to Terminate Notice**") (sent in accordance with Section 7.04) notifying the Licensee that Licensee has failed to cure its Default in accordance with the terms of this Agreement and the City intends to terminate the license and this Agreement.

9.03. Termination by City (other than Licensee's Default). Subject to one-hundred twenty (120) days' prior written notification to Licensee or its successor-in-interest from the City (sent in accordance with Section 7.04) specifically setting forth any violation of (a) or (b) below, this Agreement is revocable by the City if:

- (a) The Improvements, or a portion of them, interfere with the City's right-of-way; or
- (b) The Improvements, or a portion of them, constitute a danger to the public which the City deems not remediable by alteration or maintenance of such Improvements.

Notwithstanding the foregoing, Licensor acknowledges and agrees that the design of the Pylon

Sign attached hereto as Exhibit “B”, and the location of the Pylon Sign in the Median as shown in Exhibit “A” attached hereto, do not interfere with the City’s right-of-way and do not constitute a danger to the public.

#### **X. EMINENT DOMAIN**

10.01. If eminent domain is exerted on the Licensed Property by paramount authority (other than the City) then the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations or 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 or Improvements taken, if any. Furthermore, the City will promptly grant the Licensee a replacement license for the Pylon Sign in a location within Manor Crossing Blvd. right-of-way, mutually acceptable to all Parties, and in a form substantially the same as this Agreement.

#### **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 nor against any 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. LIMITATION OF LIABILITY OF DEVELOPER**

16.01 After the latter of: (i) the date the Improvements are installed and operational, or (ii) the date Developer has conveyed by recorded deed the last of its Lots in Manor Crossing (“**Developer Removal Event**”), the City agrees to look solely to the Association as Licensee under this Agreement, and Developer shall be released from all obligations and liability under this Agreement thereafter accruing, except, however, Developer shall not be relieved of any liability with respect to matters that may have arisen prior to the Developer Removal Event that remain unsatisfied.

**(remainder of page intentionally left blank; signature pages to follow)**



ACCEPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE CITY:

CITY OF MANOR

By: \_\_\_\_\_  
Scott Moore, City Manager

**ATTEST:**

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

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by Scott Moore, as City Manager of THE CITY OF MANOR, TEXAS, a home-rule municipality, on behalf of said City.

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

LICENSEE:

13100 FM 973, INC., a Texas corporation

By: \_\_\_\_\_  
Edward S. Butler, President

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF TRAVIS    §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by Edward S. Butler, President of 13100 FM 973, Inc., a Texas corporation, on behalf  
of said corporation.

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

MANOR CROSSING PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation

By: \_\_\_\_\_  
Edward S. Butler, President

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by Edward S. Butler, President of MANOR CROSSING PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

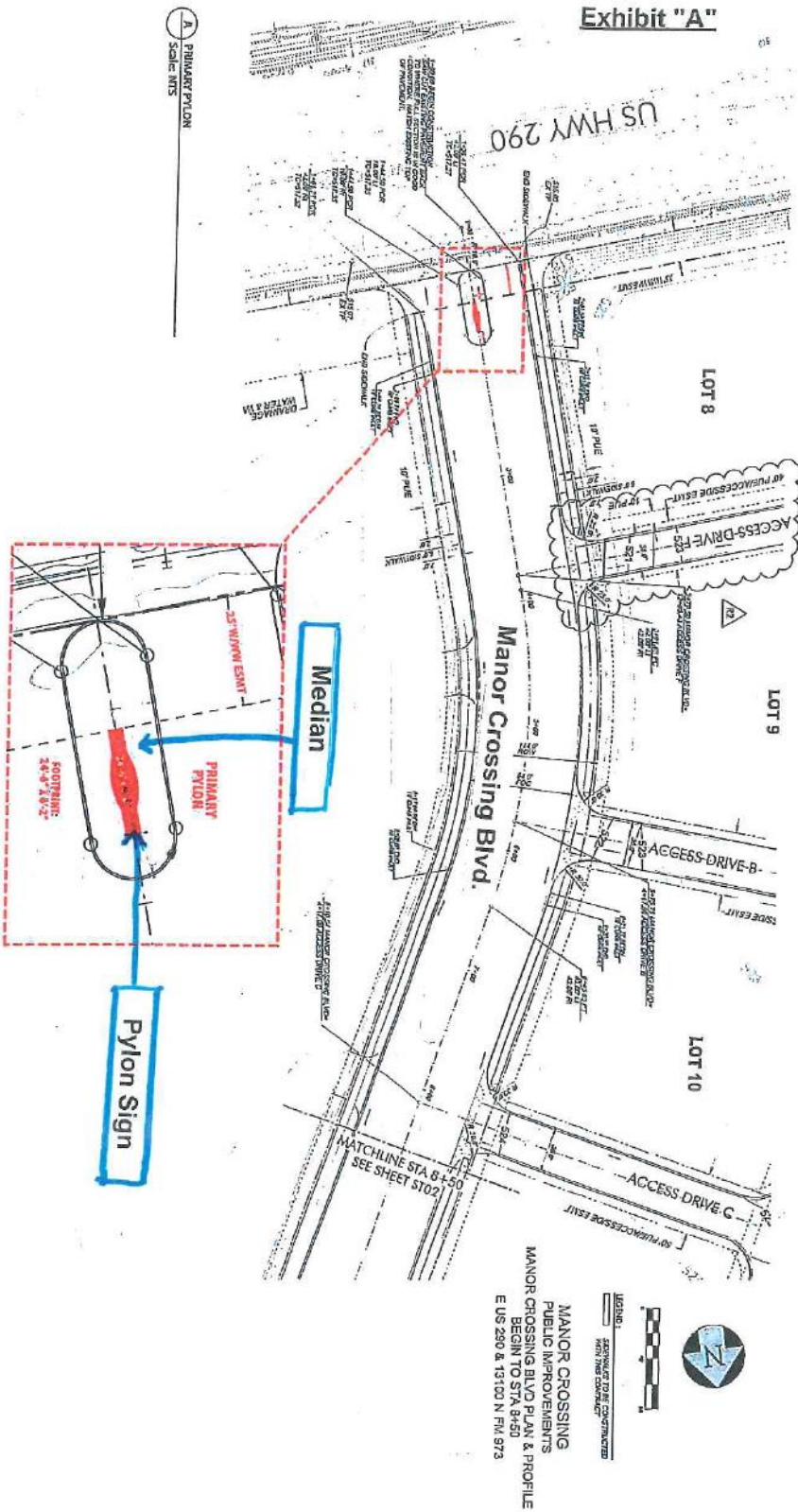
\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

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

**Exhibit “A”**  
**[attachment follows this page]**

Exhibit "A"



A PRIMARY Pylon  
SCALE: NTS



10112 METRIC BLVD.  
AUSTIN, TEXAS 78738  
800-532-1100 / 737-254-0002  
FacilitySolutions.com

MANOR CROSSING  
Hwy 290 & FM 973  
Manor TX

Start Date: 07/12/2022  
Last Revision: 07/19/2022  
Job #: 92131303  
DWG #: A211331303ASZ

Design:  
Ben Anghin  
Sales:  
Bob Strubbe

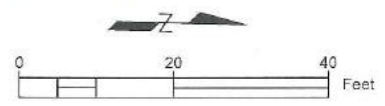
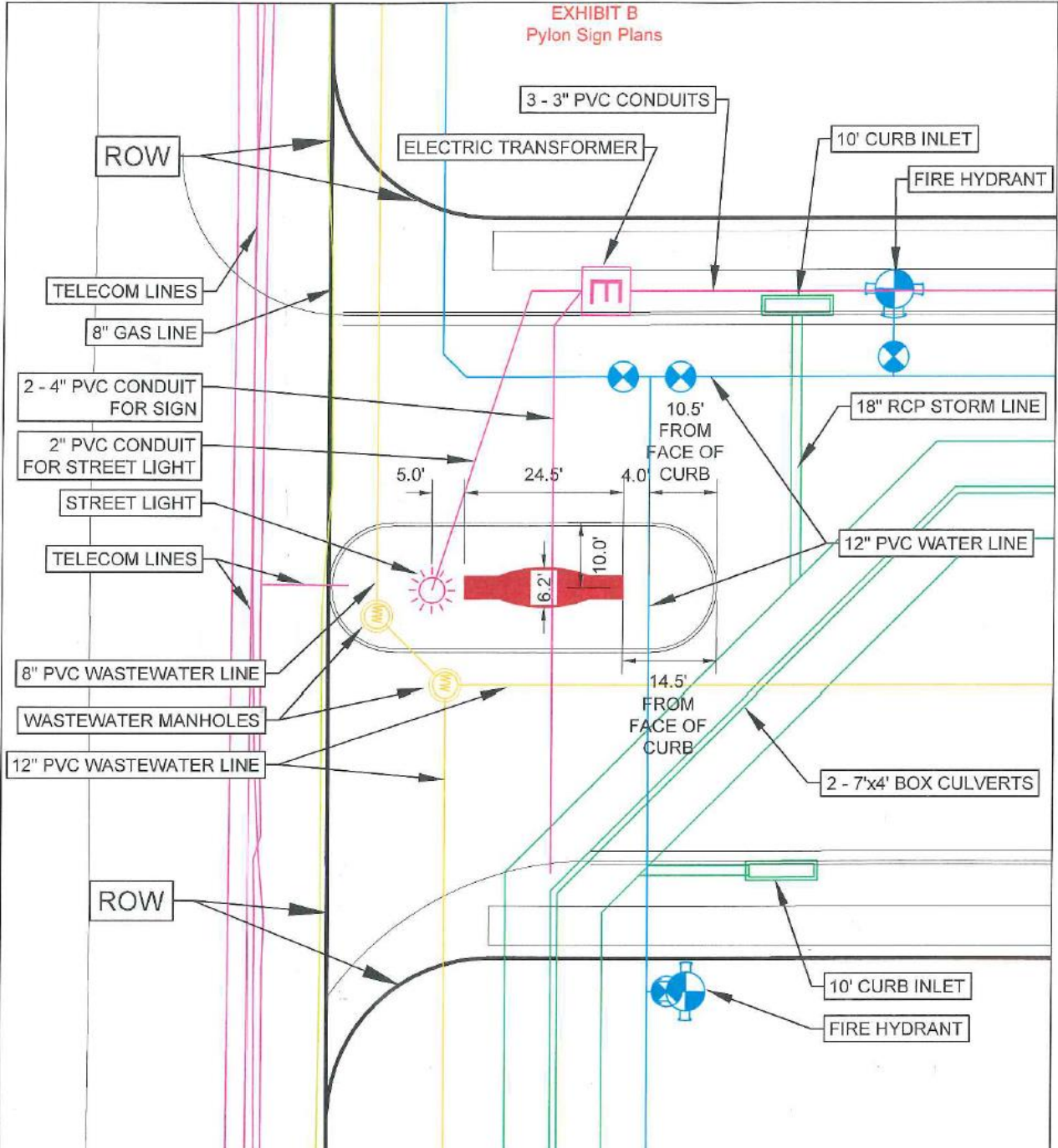
DATE: 07/19/2022  
TIME: 10:00 AM  
DRAWN BY: RAS  
CHECKED BY: RAS  
APPROVED BY: RAS



FOR PRESENTATION  
FOR PRODUCTION

**Exhibit “B”**  
**[attachment follows this page]**

EXHIBIT B  
Pylon Sign Plans

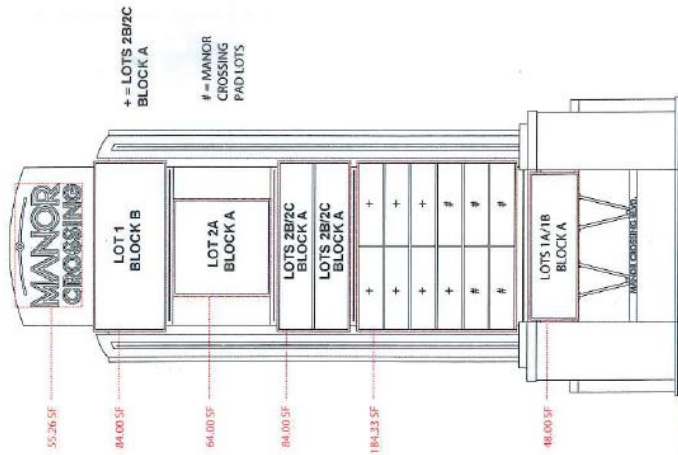


MANOR CROSSING  
PYLON SIGN PLAN  
JUNE 13, 2024



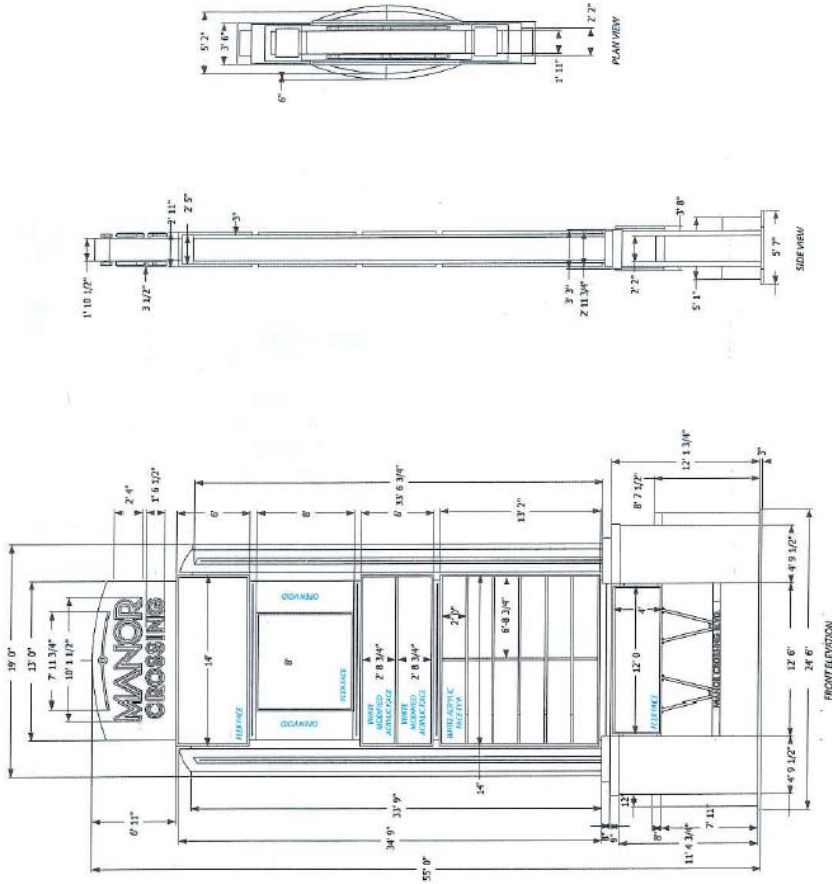
MANOR CROSSING / PYLON / MANOR, TEXAS

PRIMARY PYLON  
Scale: 1/8" = 1'-0"



TENANT CABINET DESIGNATIONS  
TOTAL SIGN AREA:  
518,559 SQUARE FT.

EXHIBIT B  
Design Elevations  
Butler Cove Freestanding Sign



1031 METRIC BLDG.  
AUSTIN, TEXAS 78756  
800-327-1104 / 512-354-0002  
fsgrsigns.com

MANOR CROSSING  
Hwy 290E at FM 973  
Manor, TX

Start Date: 07/12/2022  
Last Revision: 08/22/2022  
Job #: 02113103  
Draw #: 0211303A/653

Design:  
Ben Anglin  
Sasha  
Bob Strobeck

FOR PRESENTATION  
FOR PRODUCTION

1976  
MET  
MEMBER  
INTERNATIONAL SIGN ASSOCIATION

FSC  
CERTIFIED  
C150188 FSC® C0-CO-COC-0001

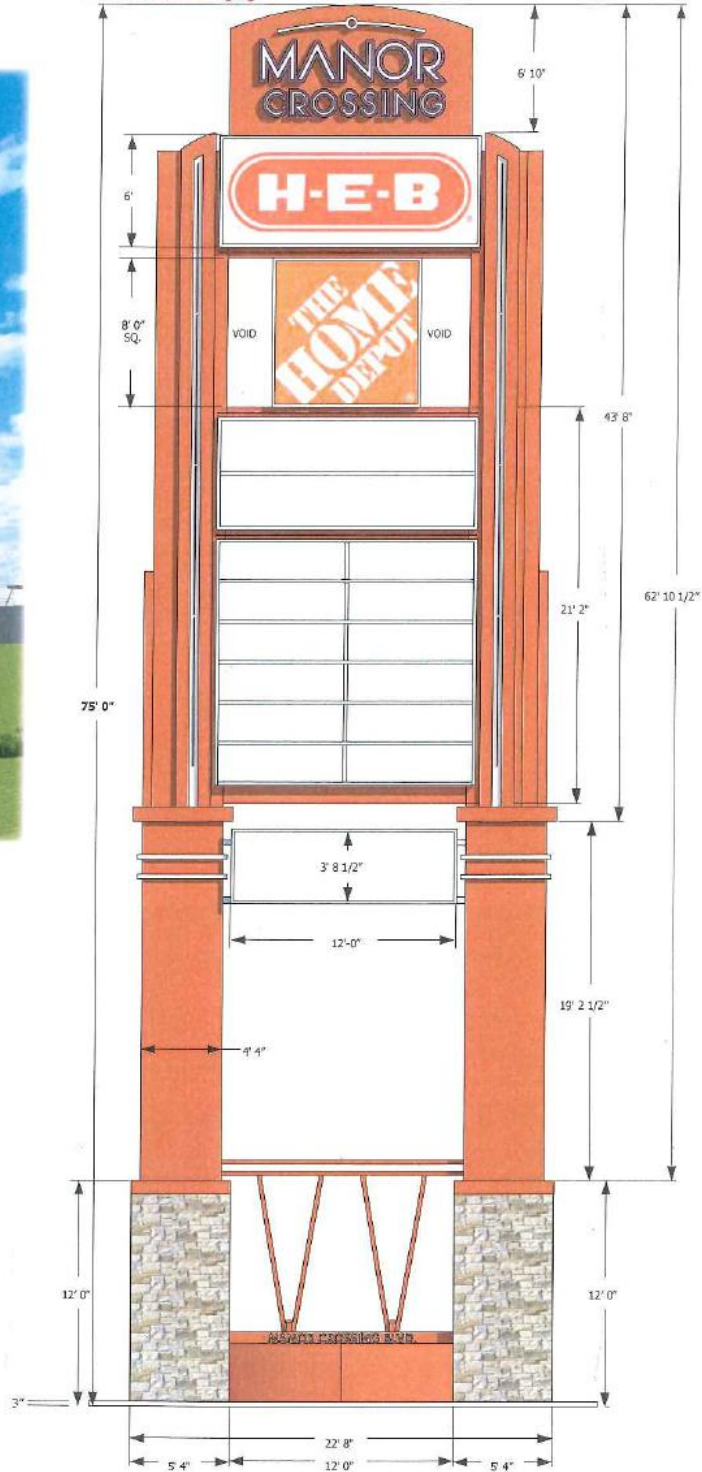
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A  
1 PRIMARY PYLON  
Scale: 3/16" = 1'-0"



EXHIBIT B  
Design Elevations  
Butler Cove Freestanding Sign



10212 METRIC BLVD.  
AUSTIN, TEXAS 78758  
800-327-1104 / 512-494-0002  
fsgsigns.com

MANOR CROSSING  
Hwy 290E at FM 973  
Manor Tx

Start Date: 07/12/2022  
Last Revision: 07/03/2024  
Job #92113803  
Dwg #92113303A\_75'

Design:  
Ben Anglin  
Sales:  
Bob Strubeck

