# CITY OF MANOR LICENSE AGREEMENT

This License Agreeme	ent (the "Agree	ement") is made and entered into on this the
day of	, 20	_, (the "Effective Date")by and between the CITY OF
MANOR, a home-rule munic	ipal corporatio	on and political subdivision of the State of Texas
situated in Travis County, Te	xas (the "City"	' or "Licensor"), and the Savvy ATX Realty LLC, a Texas
Limited Liability Company (t	ne "Licensee").	. The City and the Licensee are referred to together
as the "Parties".		

### **RECITALS:**

**WHEREAS**, The 109 W Lane, Manor TX development contains publicly-owned land; and

**WHEREAS**, the City desires to authorize the Licensee permission to enter and use publicly-owned land within the 109 W Lane, Manor TX development 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 licensed property for the following purposes only:

Construction, improvement, installation and maintenance of Landscaping and Irrigation System located at 109 W Lane, Manor TX Subdivision, as more particularly shown and described in Exhibit "A" attached hereto (the "Improvements").

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; (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. <u>Maintenance</u>. 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. <u>Modification or Removal of Improvements</u>. 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. <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 license.

# 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: Savvy ATX Realty LLC 1132 Northwestern Ave Suite A Austin TX 78702

with a copy to:							

- 7.05. <u>Remedies</u>. 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. 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. <u>Termination by Licensee</u>. 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. <u>Termination by City</u>. Subject to prior written notification to Licensee or its successor-ininterest, 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.

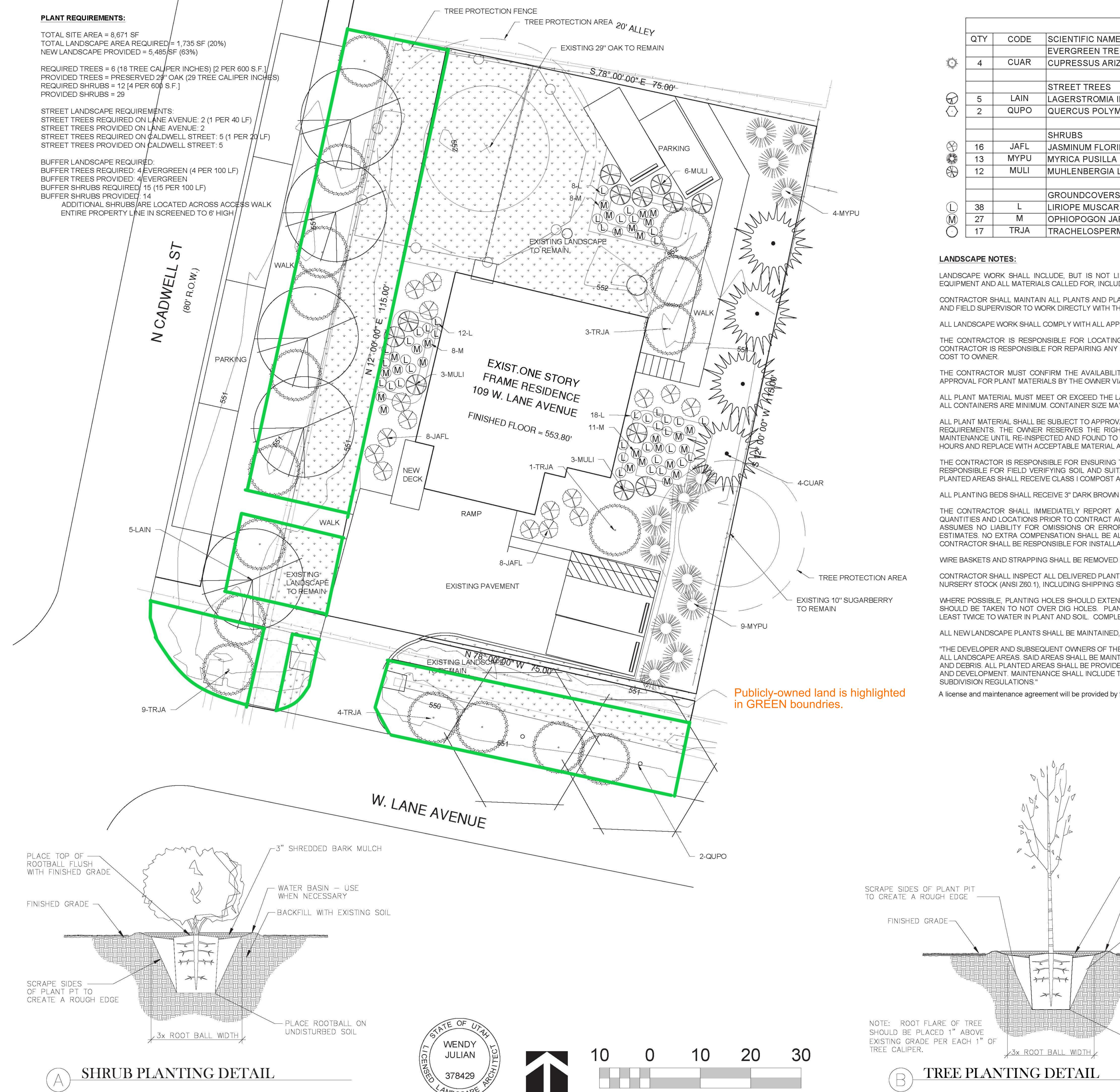
<b>ACCEPTED</b> this the	day of	, 20	
		THE CITY: CITY OF MANOR	
		Scott Moore, City Manager	
ATTEST:			
By:	<u></u>		

Title: City Secretary STATE OF TEXAS	§ §	
COUNTY OF TRAVIS	§	
This instrument was acknowledged Scott Moore, as City Manager of TH behalf of said City.	before me on the IE CITY OF M	nis day of, 20, by ANOR, TEXAS, a home-rule municipality, on
		LICENSEE:
		Savvy ATX Realty LL
		By: Wenkai Chen Name: Ullille Title: Owner of the property
STATE OF TEXAS	§ §	
COUNTY OF TOURS	§	
a limited liability co, on behalf	the owner	of 109 where Manor TX, see Ity UC
JESUS RODRIGUEZ Notary ID #133363297 My Commission Expires September 29, 2025		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]



Scale: 1" = 10'

			PLA	ANT SCHEDULE			
	QTY	CODE	SCIENTIFIC NAME	COMMON NAME	SIZE	HXW	SPACING
			EVERGREEN TREES				
white 4	4	CUAR	CUPRESSUS ARIZONICA	ARIZONA CYPRESS	6' HIGH	50' X 15'	15' O.C.
o de tra			STREET TREES				
) [	5	LAIN	LAGERSTROMIA INDICA	CRAPE MYRTLE	2" CAL	25' X 20'	20' O.C.
$\overline{\cdot}$	2	QUPO	QUERCUS POLYMORPHA	MEXICAN WHITE OAK	3" CAL	50' X 30'	30' O.C.
			SHRUBS				
	16	JAFL	JASMINUM FLORIDUM	SHOWY JASMINE	#5	4' X 4'	4' O.C.
	13	MYPU	MYRICA PUSILLA	DWARF WAX MYRTLE	#5	6' X 6'	6' O.C.
$\Theta$	12	MULI	MUHLENBERGIA LINDHEIMERI	LINDHEIMER'S MUHLY	#3	5' X 4'	4' O.C.
			GROUNDCOVERS				
	38	L	LIRIOPE MUSCARI	BIG BLUE LILYTURF	#1	18" X 12"	12" O.C.
	27	M	OPHIOPOGON JAPANICUS	MONDO GRASS	#1	12" X 24"	24" O.C.
5	17	TRJA	TRACHELOSPERMUM JASMINOIDES	STAR JASMINE	#3	6" X 20'	10' O.C.

LANDSCAPE WORK SHALL INCLUDE, BUT IS NOT LIMITED TO, THE SUPPLYING OF ALL PLANT MATERIALS SPECIFIED, THE FURNISHING OF ALL LABOR, WATER, ELECTRICITY, EQUIPMENT AND ALL MATERIALS CALLED FOR, INCLUDING ALL RELATED PREPARATION WORK REGARDING SITE INCONSISTENCIES AND SOIL ISSUES.

CONTRACTOR SHALL MAINTAIN ALL PLANTS AND PLANTED AREAS UNTIL FINAL ACCEPTANCE BY THE OWNER. THE CONTRACTOR SHALL ASSIGN A QUALIFIED PROJECT MANAGER AND FIELD SUPERVISOR TO WORK DIRECTLY WITH THE OWNER AND SUPERVISE THE WORK AT ALL TIMES THROUGH FINAL OWNER ACCEPTANCE.

ALL LANDSCAPE WORK SHALL COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES. PERMITTING IS THE RESPONSIBILITY OF THE CONTRACTOR.

THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION, AT NO ADDITIONAL

THE CONTRACTOR MUST CONFIRM THE AVAILABILITY OF ALL SPECIFIED PLANT MATERIAL PRIOR TO THE COMMENCEMENT OF WORK. THE CONTRACTOR WILL ARRANGE FOR APPROVAL FOR PLANT MATERIALS BY THE OWNER VIA FIELD VISITS/TAGGING AND OR SUBMISSION OF PLANT SAMPLES AT THE DISCRETION OF THE OWNER.

ALL PLANT MATERIAL MUST MEET OR EXCEED THE LATEST EDITION OF AMERICAN STANDARDS FOR NURSERY STOCK. ALL PLANT MATERIAL SIZES SPECIFIED ARE MINIMUM SIZES. ALL CONTAINERS ARE MINIMUM. CONTAINER SIZE MAY BE INCREASED IF NECESSARY TO PROVIDE OVERALL PLANT SIZE SPECIFIED.

ALL PLANT MATERIAL SHALL BE SUBJECT TO APPROVAL AT THE JOB SITE BY THE OWNER PRIOR TO INSTALLATION. WHEN DELIVERED PLANT MATERIAL DOES NOT COMPLY WITH THE REQUIREMENTS. THE OWNER RESERVES THE RIGHT TO REJECT SUCH PLANTS AND REQUIRE THE CONTRACTOR TO REPLACE REJECTED WORK AND CONTINUE SPECIFIED MAINTENANCE UNTIL RE-INSPECTED AND FOUND TO BE ACCEPTABLE. THE CONTRACTOR SHALL REMOVE REJECTED PLANTS AND MATERIALS FROM THE PLANTING SITE WITHIN 72 HOURS AND REPLACE WITH ACCEPTABLE MATERIAL AT THE COST OF CONTRACTOR.

THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THE SOIL IN ALL PLANTED AREAS IS OF AN APPROPRIATE TYPE AND CONSISTENCY FOR PLANTING. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING SOIL AND SUITABILITY, AND ANY NECESSARY AMENDMENTS SHOULD BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER. ALL PLANTED AREAS SHALL RECEIVE CLASS I COMPOST AMENDMENT PRIOR TO PLANTING.

ALL PLANTING BEDS SHALL RECEIVE 3" DARK BROWN MULCH AS SPECIFIED IN DETAILS.

THE CONTRACTOR SHALL IMMEDIATELY REPORT ANY CONTRACT DOCUMENT DISCREPANCIES OR CONFLICTS TO THE OWNER. INCLUDING, BUT NOT LIMITED TO MATERIAL ESTIMATES. NO EXTRA COMPENSATION SHALL BE ALLOWED FOR EXTRA QUANTITIES NECESSARY TO COMPLETE THE WORK AFTER EXECUTION OF THE CONTRACT DOCUMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION OF PLANT MATERIAL ACCORDING TO DRAWINGS.

WIRE BASKETS AND STRAPPING SHALL BE REMOVED FROM ALL PLANT MATERIALS PRIOR TO INSTALLATION, SEE DETAILS.

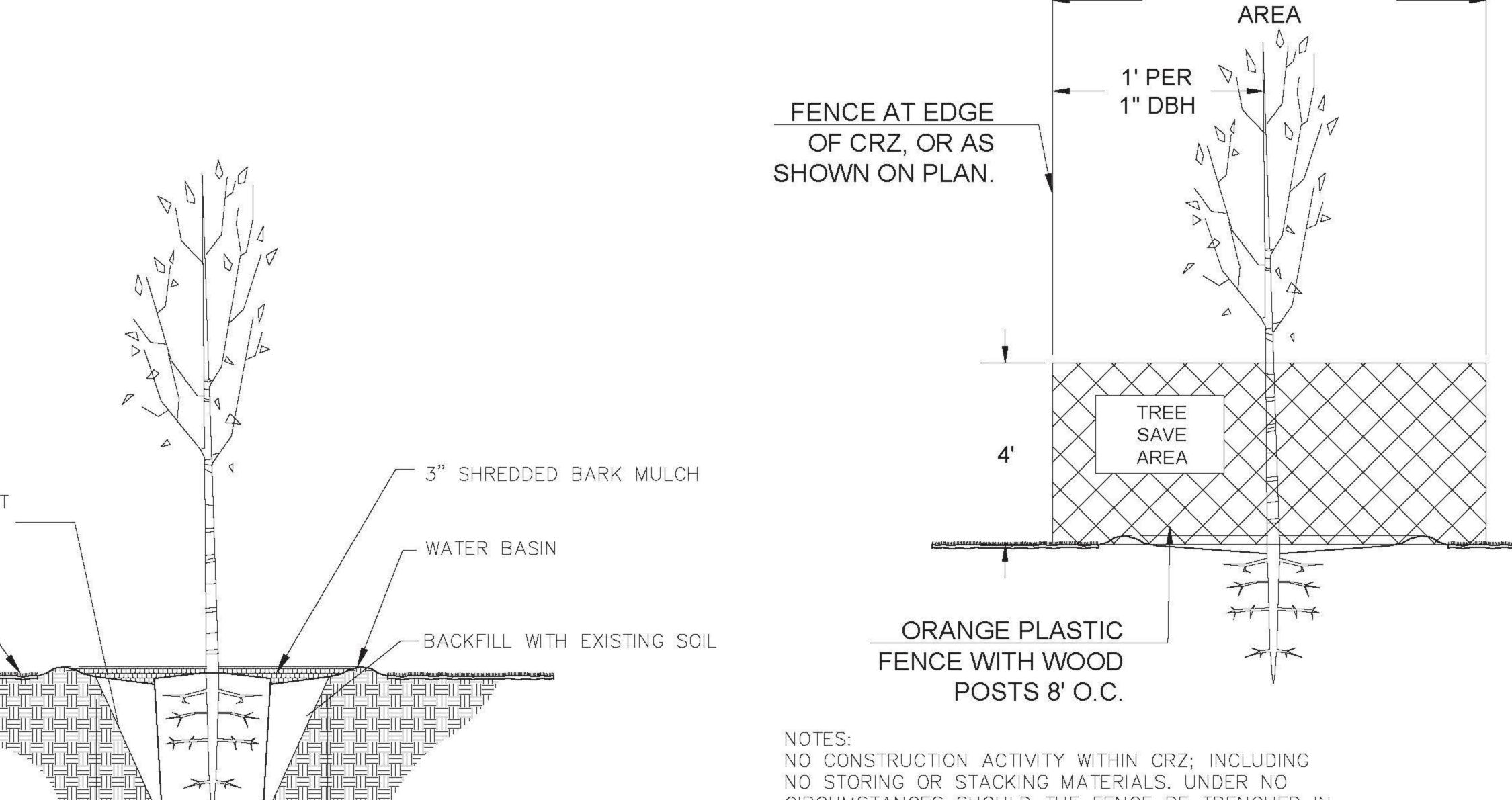
CONTRACTOR SHALL INSPECT ALL DELIVERED PLANT MATERIAL TO ENSURE ALL MATERIAL MEETS ALL MINIMUM STANDARDS OF THE LATEST EDITION OF AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1), INCLUDING SHIPPING STANDARDS.

WHERE POSSIBLE. PLANTING HOLES SHOULD EXTEND TO THREE TIMES THE ROOTBALL WIDTH. SHRUB ROOTBALLS ARE APPROXIMATELY 12" IN DIAMETER AND 18" HIGH. CARE SHOULD BE TAKEN TO NOT OVER DIG HOLES. PLANTS SHOULD BE PLANTED ON UNDISTURBED OR SLIGHTLY COMPACTED SOIL. WHEN BACKFILLING PLANTER HOLES, STOP AT LEAST TWICE TO WATER IN PLANT AND SOIL. COMPLETE PLANTING WITH A THOROUGH WATERING OF EACH PLANT.

ALL NEW LANDSCAPE PLANTS SHALL BE MAINTAINED, AS NECESSARY, VIA AN AUTOMATIC IRRIGATION SYSTEM.

ALL LANDSCAPE AREAS. SAID AREAS SHALL BE MAINTAINED SO AS TO PRESENT A HEALTHY. NEAT AND ORDERLY APPEARANCE AT ALL TIMES AND SHALL BE KEPT FREE OF REFUSE AND DEBRIS. ALL PLANTED AREAS SHALL BE PROVIDED WITH A READILY AVAILABLE WATER SUPPLY AND WATERED AS NECESSARY TO ENSURE CONTINUOUS HEALTHY GROWTH AND DEVELOPMENT. MAINTENANCE SHALL INCLUDE THE REPLACEMENT OF ALL DEAD PLANT MATERIAL IF THAT MATERIAL WAS USED TO MEET THE REQUIREMENTS OF THE

A license and maintenance agreement will be provided by the owner for the proposed landscaping provided in the ROW.



PLACE ROOTBALL ON UNDISTURBED SOIL

CIRCUMSTANCES SHOULD THE FENCE BE TRENCHED IN.

TREE PROTECTION FENCE (TPF) SHALL REMAIN IN PLACE AND BE MAINTAINED BY REPAIR OR REPLACEMENT THROUGHOUT CONSTRUCTION PERIOR OR UNTIL LANDSCAPE OPERATIONS DICTATE ADJUSTMENT OR REMOVAL.

TREE PROTECTION FENCE DETAIL

DATE: 5/22/23 DRAFTED BY: WJ