

## **CITY OF MANOR LICENSE AGREEMENT**

This License Agreement (the “Agreement”) is made and entered into on this the 12th day of July, 2023 (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 LAGOS RESIDENTIAL COMMUNITY, INC. a Texas nonprofit corporation (the “Licensee”). The City and the Licensee are referred to together as the “Parties”.

### RECITALS:

**WHEREAS**, The Lagos Subdivision contains publicly-owned land; and

**WHEREAS**, the City desires to authorize the Licensee permission to enter and use publicly-owned land within the Lagos Subdivision 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 Lot 24, Block R, Lagos Phase 4 & 5, according to the plat recorded as Doc. No. 202200060 in the plat records of Travis County, Texas, 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 require all contractors, contractor's agents and assigns of the Licensee, at their 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's contractors, subcontractors, and contractor's agents and assigns, relative to this Agreement, or otherwise within the public right-of-way and within the Licensed Property. The contractors, contractor's agents and assigns of the 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 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 upon demand by the City.

5.02 Licensee shall require that the insurance described in Section 5.01 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's contractors, contractor's agents and assigns under the terms of this Agreement. Within ten (10) days after a suspension, cancellation or non-renewal of coverage, Licensee shall cause to be provided 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 and Licensee's contractors, contractor's agents and assigns under this Agreement, including any acts or negligent omissions of the Licensee's contractors, contractor's agents and assigns, 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 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:

Lagos Residential Community, Inc.  
FirstService Residential  
5316 West US 290 Service Road, Ste. 100  
Austin, TX 78735

with a copy to:

Alex S. Valdes  
Winstead PC  
401 Congress Ave., Ste. 2100  
Austin, TX 78701

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.

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

THE CITY:  
CITY OF MANOR

\_\_\_\_\_  
Scott Moore, City Manager

ATTEST:

By: \_\_\_\_\_

Name: Lluvia T. Almaraz, TRMC  
Title: City Secretary  
STATE OF TEXAS

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COUNTY OF TRAVIS

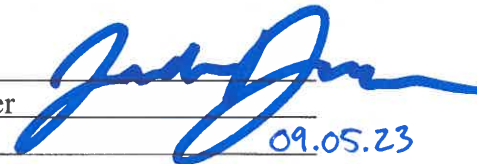
This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by Scott Moore, as City Manager of THE CITY OF MANOR, TEXAS, a home-rule municipality, on behalf of said City.

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

LICENSEE:

LAGOS RESIDENTIAL COMMUNITY, INC.

By: \_\_\_\_\_  
Name: Jordan Dwyer  
Title: Director



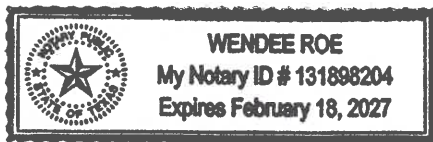
09.05.23

STATE OF TEXAS

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§  
§

COUNTY OF Travis

This instrument was acknowledged before me on this 5 day of September, 2023, by Jordan Dwyer, as Director of Lagos Residential Community, Inc., a Texas nonprofit corporation on behalf of said corporation.

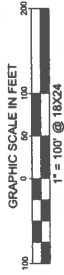


Wendee Roe  
Notary Public, State of Texas

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

**Exhibit "A"**  
**[attachment follows this page]**





LEGEND	
—	NEW ROAD FOUND BY CIP
—	IRON PIPE FOUND
—	RIGHT OF WAY
—	RIGHT OF WAY
—	S.D.E.
—	SHORT DISTANCE EASEMENT
—	USDA 30% ACREAGE
—	USDA 50% ACREAGE
—	USDA 75% ACREAGE
—	USDA 90% ACREAGE
—	USDA 100% ACREAGE
—	PROPERTY LINES
—	LAGOS PHASE 4 AND BOUNDARY LINE
—	EASEMENT LINE
—	MATCHLINE
(X)	BLOCK BOUNDARIES

GENERAL INFORMATION:  
 TOTAL ACRES..... 43.729 ACRES  
 TOTAL LINEAR FEET ROW..... 4662.50'  
 LINEAR FEET OF 70' ROW..... 874.91'  
 ACREAGE OF ROW..... 8.763 ACRES  
 ACREAGE OF SINGLE FAMILY LOTS..... 18.640 ACRES  
 NUMBER OF NON-RESIDENTIAL LOTS..... 7 LOTS  
 ACREAGE OF NON-RESIDENTIAL LOTS..... 18.307 ACRES  
 TOTAL NUMBER OF LOTS..... 18 LOTS

**FINAL PLAT - LAGOS PHASE 4 & 5**  
 43.729 ACRES  
 BEING A PORTION OF A CALLED 72:132 ACRE TRACT RECORDED  
 IN DOCUMENT NO. 2021030519 OF THE  
 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY  
 AND A PORTION OF A CALLED 675.8978 ACRE TRACT RECORDED  
 IN DOCUMENT NO. 2005114143 OF THE  
 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY  
 OUT OF THE CALVIN BAKER SURVEY, ABSTRACT 58  
 CITY OF MANOR, TRAVIS COUNTY, TEXAS

**Kimley»Horn**  
 10814 JOLLYVILLE ROAD, CAMPUS IV,  
 SUITE 200, AUSTIN, TEXAS 78759  
 TEL. NO. (512) 418-1771  
 WWW.KIMLEY-HORN.COM

CONTRACT NO. 2023090001  
 OWNER: KIMLEY-HORN & ASSOCIATES, INC.  
 9601 AMBERGLEN BOULEVARD  
 SUITE 150  
 AUSTIN, TX 78759  
 PH: (512) 532-3355  
 CONTACT: STEPHEN ASHLOCK  
 OWNER: 2708 DEVELOPMENT CORPORATION  
 9800 US HIGHWAY 290 E  
 SUITE 100  
 AUSTIN, TX 78759  
 PH: (512) 327-7415  
 CONTACT: DANNY BURRETT

CIVIL ENGINEER:  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 10814 JOLLYVILLE ROAD, CAMPUS IV, SUITE 200  
 AUSTIN, TEXAS 78759  
 PH: (512) 532-3355  
 CONTACT: JACOB KONDO, P.E.

SURVEYOR:  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 10814 JOLLYVILLE ROAD, CAMPUS IV, SUITE 200  
 AUSTIN, TEXAS 78759  
 REGISTRATION NO. 10194624  
 PH: (512) 572-8874  
 CONTACT: ZACHARY KEITH PETRUS R.P.L.S.  
 LICENSE NO. 27080  
 LAND SURVEYOR NO. 8789

OWNER:  
 2708 DEVELOPMENT CORPORATION  
 9800 US HIGHWAY 290 E  
 SUITE 100  
 AUSTIN, TX 78759  
 PH: (512) 327-7415  
 CONTACT: DANNY BURRETT

Wax Myrtle

Baccarac Ln

COMPLETED BY: Red & White Greenery  
SCALE:  $\frac{3}{32}$ " = 1'-00"

13201 BACCARAC LANE--MANOR, TX