

## LICENSE AGREEMENT

This License Agreement is entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between 210 S. Castell LLC, (“Licensee”), 130 S. Seguin, Suite 100, New Braunfels, TX 78130 and the City of New Braunfels, Texas, (“Licensor”), acting herein through its duly authorized City Manager, 550 Landa Street, New Braunfels, Texas 78130.

### Recitals

WHEREAS, Licensor is the owner of that certain city Property known as “Fire Station Number 1” located at 131 Hill Avenue in the City of New Braunfels, Comal County, Texas, hereinafter referenced and known as “Fire Station No. 1” (referred to throughout this agreement as the “Property”).

WHEREAS Licensee has requested to have shared use of a dumpster located on the Property, and

WHEREAS, Licensor is agreeable to having shared use of a dumpster on the Property with the understanding that: (a) Licensee must construct an approved enclosure around the dumpster and compactor; (b) Licensor is not required to compensate Licensee for the construction of said enclosure and pad which shall be constructed under City Ordinance Chapter 110.58 and as set forth in Exhibit A; (c) Upon completion, enclosure shall become the sole property of Licensor; and (d) Licensee shall be responsible for maintenance and repairs as well as keeping the enclosure and the immediate area around the enclosure clean.

WHEREAS, Licensee shall own and be responsible for the compactor and dumpster as set forth in City Ordinance Chapter 110.59-2 and as may be amended.

### Agreement

NOW, THEREFORE, in consideration of the promises contained herein and the recitals set forth above and incorporated herein, Licensor does hereby grant a license to Licensee for purpose of constructing a dumpster enclosure in the location depicted on the image attached hereto as Exhibit “B”.

A. Licensee shall abide by the following terms:

1. Licensee shall prepare plans for enclosure and said plans must be approved by the City of New Braunfels and a building permit shall be issued prior to beginning any work;

2. Licensee shall construct pursuant to approved plans an enclosure with a clear inside dimension of no greater than 29 feet deep by 16 feet in wide that conforms to Exhibit “A”.
3. Licensee agrees that it will not construct or cause to be constructed or erected any other structure or improvement upon the Property, other than the enclosure, without the express, written approval of the Licensor;
4. Licensor grants this License solely to the extent of its right, title and interest in the Property without express or implied warranties;
5. The improvements shall be fully constructed by Licensee or their agents and Licensee releases Licensor from any and all liability associated with such improvements. Licensee agrees to comply with all federal, state and local laws, construction and safety codes, and other regulations in the construction of the improvements including but not limited to City Ordinance Chapter 110.58
6. Upon completion, sole ownership of the enclosure improvements shall remain with Licensor. Licensee shall own the compactor and dumpster;
7. Shared use of the dumpster shall be for the occupants of the properties located at 131 and 169 Hill Avenue, New Braunfels, TX 78130, as well as any occupants of adjoining properties, provided that Licensee has entered into a Sublicense Agreement with such occupants that is materially similar to the form agreement attached hereto as Exhibit C. Licensee shall be responsible for providing a copy of any sublicense agreement and termination to Licensor upon execution. Any unauthorized use of the dumpster by Licensee could be cause for termination of this License Agreement;
8. Licensee shall be allowed to store and dispose of cooking oil on the Property, subject to the following terms and conditions:
  - a. All cooking oil shall be stored only in approved, leak-proof containers specifically designed for such purpose;
  - b. All disposal or recycling of oil shall be performed exclusively by a licensed waste-disposal or recycling contractor; and
  - c. All storage, handling, and disposal shall at all times comply with the City of New Braunfels ordinances, including but not limited to Chapter 110 of the Solid Waste Code, as the same may be amended from time to time.

Sublicensee shall be responsible for keeping the enclosure and immediate surrounding area in good repair, clean and free of debris;

9. Licensee shall maintain a separate solid waste services account for the dumpster with the understanding that a shared use agreement is in place. If at any time Licensee closes the solid waste account or is not current on payments, Licensor has the authority to terminate this agreement;
  
10. For the first 20 years of this agreement, Licensor may cancel this agreement only if Licensee is notified of a material breach of the agreement and leaves that breach uncured for more than 30 days after receiving the notice, and (2) more than ten years after this agreement's effective date, Licensor may cancel only if the Licensee's breach remains uncured more than 30 days after notice of the breach or, in the absence of any material breach by Licensee, upon six months' notice of the Licensor's intent to cancel; and
  
11. This Agreement, until its revocation, shall bind each party's successors and assigns. Licensee and its successors and assigns, must notify Licensor of any change of Licensee or address to the Licensor within thirty days of any such change.

B. Indemnification. In consideration of the permission extended to the Licensee by the CITY OF NEW BRAUNFELS, TEXAS, its officers, agents, employees, servants, successors or assigns, to use the City's Property identified in this agreement for any or all of the purposes listed in this agreement, Licensee does hereby agree to INDEMNIFY, DEFEND, REIMBURSE, DISCHARGE, and RELEASE the CITY OF NEW BRAUNFELS, TEXAS, and its officers, agents, employees, servants, successors, and assigns AND HOLD THEM HARMLESS from and against any and costs, expenses, reasonable attorney fees, claims, suits, losses or liability for injuries including death, to persons and from any other costs, expenses, reasonable attorney fees, claims, suits, losses or liabilities of any and every nature whatsoever arising in any manner, directly or indirectly, out of or in connection with the Licensee's presence or activities on the City's Property identified herein by the Licensee, his agents, employees, servants, successors, assigns, contractors or subcontractors

C. Liability Insurance. Licensee shall, at its own expense, purchase, maintain and keep in force liability insurance and shall protect Licensee and Licensor from claims which may arise out of or in connection with any operations at the Property, whether the operations be by the Licensee or by anyone directly or indirectly employed or contracted by the Licensee, guest, invitee, volunteer, agent, or by anyone for whose acts Licensee may be liable. The minimum amounts of liability insurance required are as follows:

Bodily Injury

Per Person	\$300,000.00
Per Accident	\$500,000.00

Property Damage Liability

Per Accident	\$100,000.00
Aggregate	\$100,000.00

1. Insurance required by this section shall be written so that the Licensee will be notified in writing, in the event of cancellation, restrictive amendment or non-renewal at least thirty (30) days prior to the action. Certificates of Insurance shall be filed with Licensor's Risk Manager.
2. All insurance required under this section shall be written with the City as an additional insured. In any event, Licensee is fully responsible for all losses arising out of, resulting from or connected with operations under this agreement whether or not the losses are covered by insurance. The City's acceptance of Certificates of Insurance that in any respect do not comply with the City's requirements does not release the Licensee from compliance herewith.
3. All insurance required under this section shall be primary over any other insurance coverage the City may hold.
4. The parties intend that the Licensee maintain liability insurance coverage not less than amounts prescribed in Section 101.023 of the Texas Civil Practice and Remedies Code as it may be amended from time to time. In the event such amounts increase beyond the limits set forth herein, the Licensee shall obtain such increased coverage and provide the City a certificate therefore. The burden of maintaining proper insurance coverage and compliance with this subsection lies solely with the Licensee. Failure to maintain such insurance coverage is a breach of this Agreement.

D. Right to Relocate. Licensor reserves the right to relocate the dumpster enclosure and associated improvements (collectively, the "Dumpster Facilities") in the event Licensor determines that redevelopment, construction, or other use of the Property requires such relocation. Any such relocation shall be at Licensor's sole cost and expense and shall be to a location on property owned or controlled by Licensor that is mutually agreeable to both Licensor and Licensee. The new location shall provide substantially equivalent accessibility as the existing Dumpster Facilities.

This license constitutes the entire agreement between Licensor and Licensee on this subject, and it may be amended only by written instrument executed by both parties.

All notices, requests and other communications dealing directly or indirectly with this license shall be in writing and shall be hand delivered by messenger or carrier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

Licensors

City of New Braunfels  
City Manager  
550 Landa Street  
New Braunfels, TX 78130

Licensee

210 S Castell LLC  
Attn: Fred Heimer  
130 S Seguin, Suite 100  
New Braunfels, TX 78130

This Agreement shall be governed by the laws of the State of Texas and exclusive venue for any legal dispute under this agreement is in the District Court in Comal County, Texas having jurisdiction over the dispute.

CITY OF NEW BRAUNFELS  
550 Landa Street  
New Braunfels, Texas 78130

210 S Castell LLC  
130 S Seguin, Suite 100  
New Braunfels, Texas 78130  
Attn: Fred Heimer

By: \_\_\_\_\_  
Robert Camareno, City Manager

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

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_, City Attorney

STATE OF TEXAS                    §  
  §  
COUNTY OF COMAL               §

Before me, a Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ personally appeared ROBERT CAMARENO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as City Manager of the CITY OF NEW BRAUNFELS, TEXAS.

WITNESS my hand and official seal.

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

STATE OF TEXAS                    §  
  §  
COUNTY OF \_\_\_\_\_         §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas on this day personally appeared \_\_\_\_\_, the \_\_\_\_\_ of FRED HEIMER, known to me to be the person whose name is subscribed to the foregoing contract and acknowledged that he has the authority and consent to bind 210 S. Castell, LLC to this Agreement that he executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public, In and For the State of Texas

Exhibit A  
(City Ordinance Chapter 110.58)

Exhibit B  
(Dumpster Enclosure Location)

Exhibit C  
(For Sublicense Agreement)

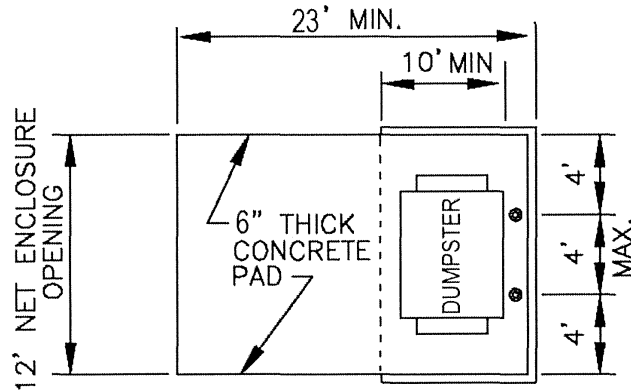
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## **Sec. 110-58. Container pads and enclosures for commercial containers.**

All new container, new account holder, and service requests to change container size must first comply with the following standards for container pads and screening and must be maintained to these standards prior to collection by the city:

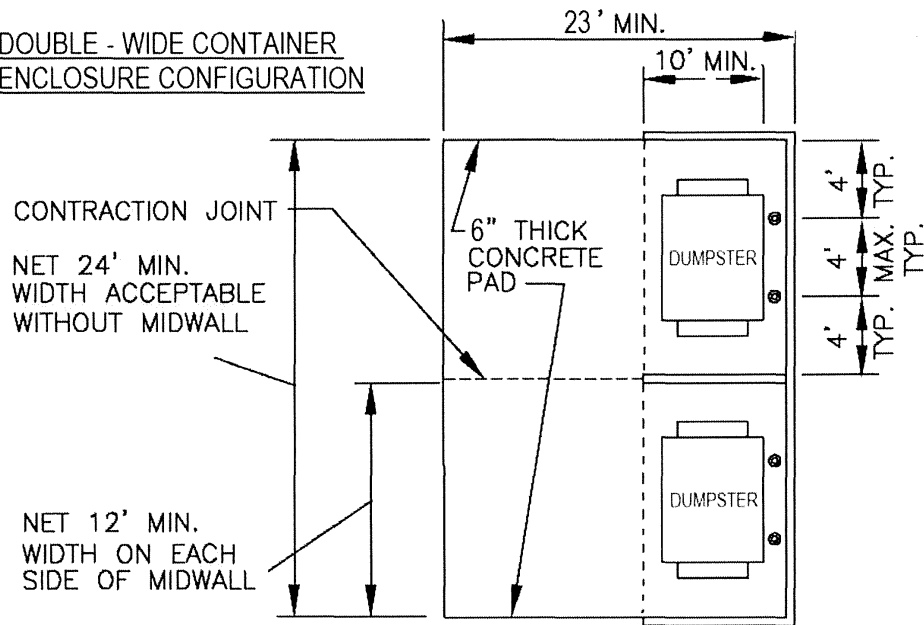
- (1) No dumpster or screening shall be permanently placed or constructed upon any site without first obtaining a permit from the building division. In order to obtain such permit, an application accompanied by a plat of the property on which the dumpster and screening is to be located, drawn to scale and showing construction details, the location of all structures, utilities, storm drain inlets, public rights-of-way, and the location of the proposed dumpster and all required screening, shall be submitted to the building division and solid waste and recycling division. The plat shall contain a statement that it is a true and accurate depiction of the site shown thereon and be signed by the owner or person who has charge, care, or control of the premises.
- (2) Pavement standards, all solid waste service locations on site shall be constructed with the following minimum standard:
  - a. All container pads and aprons shall be constructed of concrete six inches thick. The reinforcement within the concrete section shall consist of number four bars on 18-inch centers, centered within the pavement thickness.
- (3) Required screening, all containers are required to be screened from the right-of-way and all adjacent properties by a minimum seven-foot-high screen. A gate is required when opening is in view of the public right-of-way. Gates shall have a minimum width of 12 feet when open, shall swing 180 degrees from the closed position, and shall utilize a positive-locking mechanism while in the open position.
- (4) Enclosures shall not be located closer than 30 feet of any storm drain or in drainage flow areas.
- (5) It is the city's preference that screening structures be located outside of any public easement. If maintenance of city utilities requires the removal of a screening structure, it must be replaced at the property owner's expense.
- (6) Minimum interior clear measurements of enclosures: Bollards and other such obstructions shall not be set within the minimum dimensions for enclosures.
  - a. Interior clearance (inside the screen) dimensions for a:
    1. Single (three-, four-, six-, or eight-yard) dumpster enclosure shall be ten feet deep by 12 feet wide. The minimum width of the gate or doors shall be no less than the enclosure opening, and they shall open 180 degrees.

SINGLE - WIDE CONTAINER  
ENCLOSURE CONFIGURATION

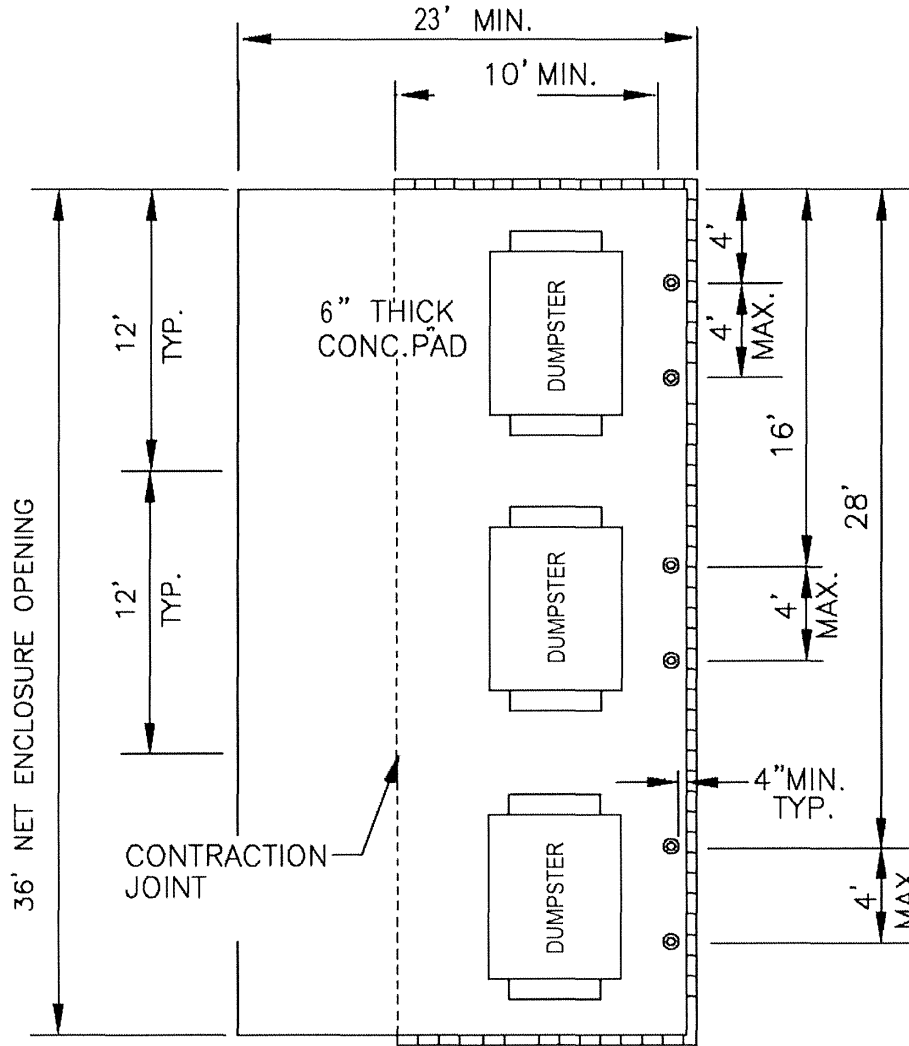


2. Double (two three-, four-, six-, or eight-yard) dumpster enclosure shall be no less than ten feet deep by 24 feet wide. The minimum width of the gate or doors shall be no less than the enclosure opening, and they shall open 180 degrees.

DOUBLE - WIDE CONTAINER  
ENCLOSURE CONFIGURATION

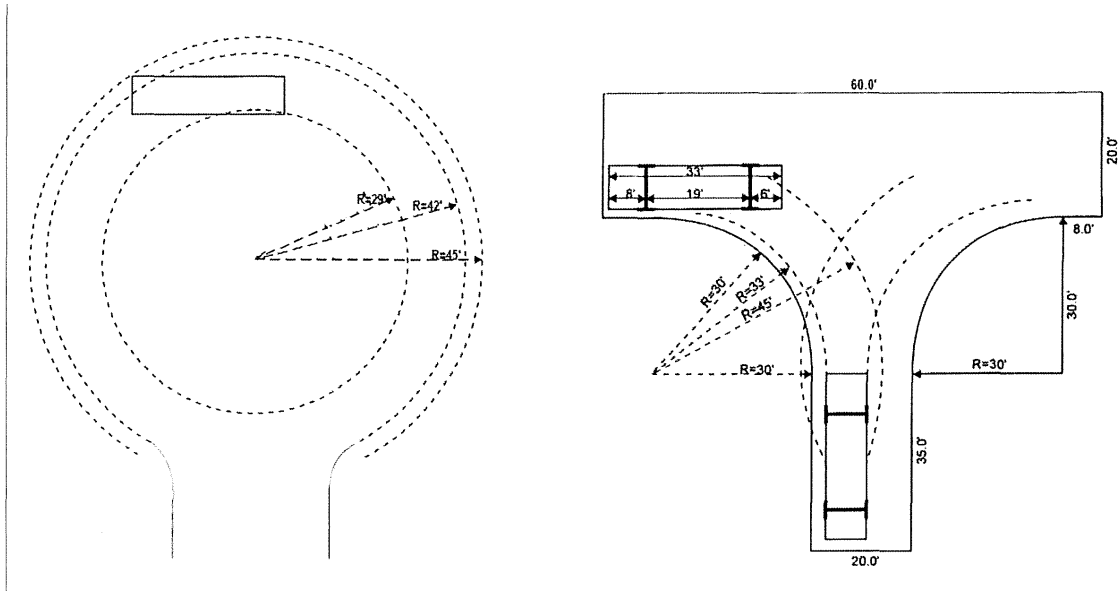


3. Triple (three three-, four-, six-, or eight-yard) dumpster enclosure shall be ten feet deep by 36 feet wide. The minimum width of the gate or doors shall be no less than the enclosure opening, and they shall open 180 degrees.

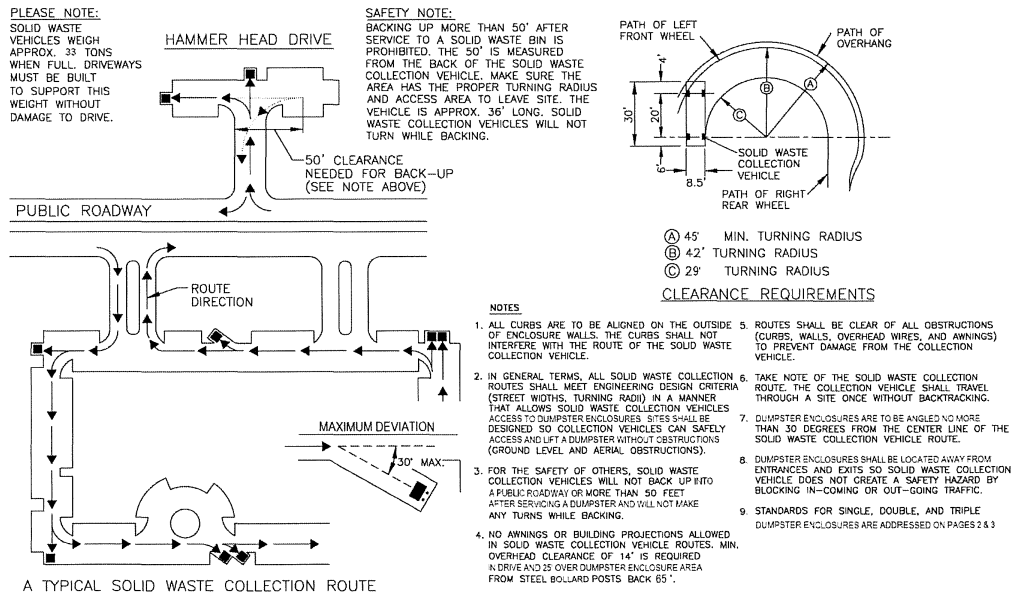


TRIPLE - WIDE CONTAINER ENCLOSURE CONFIGURATION

4. A roll-off compactor enclosure shall be a minimum of 29 feet deep by 16 feet wide. The minimum width of the gate or doors shall be no less than the enclosure opening.
- (7) Pad shall be level with roadway or slope to roadway for easy access by collection vehicles. All access areas shall be a minimum unobstructed width of 20 feet, 65 feet in length and 16 feet in height. Outside turning radii in these areas shall be a minimum of 45 feet. At no time shall a collection vehicle be required to back while turning or more than 50 feet while on the property or be required to back out into or in from a public right-of-way. In such cases, a tee or circle turnaround that meets the minimum standards, as shown below, will be required.



In all cases, approach design should facilitate a looping or circle ingress/egress path that avoids necessity of collection vehicle having to conduct backing maneuvers as much as possible. Screens may be constructed of stone, masonry block; wood or chain link fencing with slats and shall be constructed so as to screen viewing by persons standing at ground level on the site, or an immediately adjoining property.



- (8) Dimensions for maneuvering, the maximum deviation from the access path to the enclosure shall be 30 degrees, a clear maneuvering area of up to 65 feet in front of the container will be required. No parking will be allowed in the maneuvering area.
- (9) Whenever, in the opinion of the solid waste manager or designee, a dumpster and/or the screen cannot be located upon a particular site so as to conform with these requirements, or there are special circumstances which make the requirements wholly impracticable, the solid waste manager or

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designee may designate a location for the dumpster which in his/her discretion is the most accessible and aesthetically appropriate or make exemptions from the requirements as necessary.

(Ord. No. 2018-17, § 1, 3-12-18; Ord. No. 2024-62, § 1, 8-12-24)

# PARKING LOT

29' BY 16' (INTERIOR) MASONRY COMPACTOR ENCLOSURE - EXTERIOR OF WALLS TO SUPPORT VINES

A LANDSCAPE BUFFER SURROUNDS THE ENCLOSURE ON THREE SIDES

THE ISLAND AT THE PARKING LOT ENTRANCE IS EXTENDED TO ACCOMMODATE THE COMPACTOR ENCLOSURE - THE NEW ISLAND REMOVES TWO (2) PARKING SPOTS

40 YARD ROLL-OFF DUMPSTER AND COMPACTOR

CONCRETE SIDEWALK

EXISTING ISLAND (DASHLINE) AT ENTRANCE TO PUBLIC PARKING LOT

PROPERTY LINE

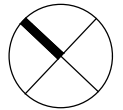
EXISTING SILO

CONCRETE WALKWAY

POSITION OF COLLECTION VEHICLE (DASHLINE)

EXISTING PARKING ON HILL ST

HILL STREET



## SUBLICENSE AGREEMENT

This License Agreement is entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between \_\_\_\_\_, (“Sublicensee”), \_\_\_\_\_, New Braunfels, TX 78130 and 210 S Castell LLC, Texas, (“Licensee”), 130 S. Seguin, Suite 100, New Braunfels, Texas 78130.

### Recitals

WHEREAS, Licensee has entered into an agreement with the City of New Braunfels (“Licensor”) to have shared use of a dumpster located on that certain city Property known as “Fire Station Number 1” located at 131 Hill Avenue in the City of New Braunfels, Comal County, Texas, hereinafter referenced and known as “Fire Station No. 1” (referred to throughout this agreement as the “Property”).

WHEREAS, Licensee is agreeable to having shared use of a dumpster on the Property with the understanding that: (a) Sublicensee is required to compensate Licensee a prorated portion for the construction of said enclosure and pad which shall be constructed under City Ordinance Chapter 110.58 and as set forth in Exhibit A; (b) Upon completion, enclosure shall become the sole property of Licensor; and (c) Sublicensee shall be responsible for a prorated portion of maintenance and repairs as well as keeping the enclosure and the immediate area around the enclosure clean.

WHEREAS, Licensee shall own and be responsible for the compactor and dumpster as set forth in City Ordinance Chapter 110.59-2 and as may be amended.

### Agreement

NOW, THEREFORE, in consideration of the promises contained herein and the recitals set forth above and incorporated herein, Licensee does hereby grant a sublicense to Sublicensee for purpose of constructing a dumpster enclosure in the location depicted on the image attached hereto as Exhibit “B”.

A. Sublicensee shall abide by the following terms:

1. Licensee grants this Sublicense solely to the extent of its right, title and interest in the Property without express or implied warranties;
2. The improvements shall be fully constructed by Licensee or their agents and Sublicensee releases Licensee from any and all liability associated with such improvements. Sublicensee agrees to comply with all federal, state and local laws, construction and safety codes, and other regulations in the construction of the improvements including but not limited to City Ordinance Chapter 110.58;

3. Upon completion, sole ownership of the enclosure improvements shall remain with Licensor. Licensee shall own the compactor and dumpster;
4. Shared use of the dumpster shall be for the occupants of the property located at 131 and 169 Hill Avenue, New Braunfels, TX 78130 as well as other occupants permitted to use the dumpster by Licensee via a Sublicense Agreement. Any unauthorized use of this dumpster by Sublicensee could be cause for termination of agreement;
5. Select one to include in the agreement:

[The Sublicensee is strictly prohibited from storing or disposing of any oil, including cooking oil, on the Property. The Sublicensee agrees to comply with all City of New Braunfels ordinances, including but not limited to Chapter 110 of the Solid Waste Code. Sublicensee shall be responsible for keeping the enclosure and immediate surrounding area in good repair, clean and free of debris;]

Or

[The Sublicensee shall be allowed to store and dispose of cooking oil on the Property, subject to the following terms and conditions:

- a. All cooking oil shall be stored only in approved, leak-proof containers specifically designed for such purpose and located in an area approved in writing by the Licensee;
- b. All disposal or recycling of oil shall be performed exclusively by a licensed waste-disposal or recycling contractor; and
- c. All storage, handling, and disposal shall at all times comply with the City of New Braunfels ordinances, including but not limited to Chapter 110 of the Solid Waste Code, as the same may be amended from time to time.

Any violation of this provision shall constitute a material breach of this Agreement. Sublicensee shall be responsible for keeping the enclosure and immediate surrounding area in good repair, clean and free of debris;]

6. Sublicensee shall maintain a separate solid waste services account for the dumpster with the understanding that a shared use agreement is in place. If at any time Sublicensee closes the solid waste account or is not current on payments, Licensee has the authority to terminate this agreement;
7. This Agreement, until its revocation, shall bind each party's successors and assigns. Sublicensee and its successors and assigns, must notify Licensee of any change of Sublicensee or address to the Licensee within thirty days of any such change; and

8. The Licensee may terminate this sublicense immediately upon Sublicensees breach of any term in this agreement.

B. Indemnification In consideration of the permission extended to the Sublicensee by the Licensee, its officers, agents, employees, servants, successors or assigns, to use the Property identified in this agreement for any or all of the purposes listed in this agreement, Sublicensee does hereby agree to INDEMNIFY, REIMBURSE, DISCHARGE, and RELEASE the Licensee and Licensor, and their officers, agents, employees, servants, successors, and assigns AND HOLD THEM HARMLESS from and against any and costs, expenses, reasonable attorney fees, claims, suits, losses or liability for injuries including death, to persons and from any other costs, expenses, reasonable attorney fees, claims, suits, losses or liabilities of any and every nature whatsoever arising in any manner, directly or indirectly, out of or in connection with the Sublicensee's presence or activities on the Property identified herein by the Sublicensee, his agents, employees, servants, successors, assigns, contractors or subcontractors

C. Liability Insurance: Sublicensee shall, at its own expense, purchase, maintain and keep in force liability insurance and shall protect Sublicensee, Licensee and Licensor from claims which may arise out of or in connection with any operations at the Property, whether the operations be by the Sublicensee, Licensee or by anyone directly or indirectly employed or contracted by the Sublicensee, guest, invitee, volunteer, agent, or by anyone for whose acts Sublicensee may be liable. The minimum amounts of liability insurance required are as follows:

Bodily Injury

Per Person	\$300,000.00
Per Accident	\$500,000.00

Property Damage Liability

Per Accident	\$100,000.00
Aggregate	\$100,000.00

1. Insurance required by this section shall be written so that the Sublicensee will be notified in writing, in the event of cancellation, restrictive amendment or non-renewal at least thirty (30) days prior to the action. Certificates of Insurance shall be filed with Licensee's Risk Manager.
2. All insurance required under this section shall be written with the Licensee and Licensor as an additional insured. In any event, Sublicensee is fully responsible for all losses arising out of, resulting from or connected with operations under this agreement whether or not the losses are covered by insurance. The Licensee and City's acceptance of Certificates of Insurance that in any respect do not comply with

the Licensee or City's requirements does not release the Sublicensee from compliance herewith.

3. All insurance required under this section shall be primary over any other insurance coverage the Licensee or City may hold.
4. The parties intend that the Sublicensee maintain liability insurance coverage not less than amounts prescribed in Section 101.023 of the Texas Civil Practice and Remedies Code as it may be amended from time to time. In the event such amounts increase beyond the limits set forth herein, the Sublicensee shall obtain such increased coverage and provide the Licensee and City a certificate therefore. The burden of maintaining proper insurance coverage and compliance with this subsection lies solely with the Sublicensee. Failure to maintain such insurance coverage is a breach of this Agreement.

D. This sublicense constitutes the entire agreement between Sublicensor and Licensee on this subject, and it may be amended only by written instrument executed by both parties.

All notices, requests and other communications dealing directly or indirectly with this sublicense shall be in writing and shall be hand delivered by messenger or carrier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

Licensee  
210 S. Castell LLC  
Fred Heimer  
130 S. Seguin, Suite 100  
New Braunfels, TX 78130

Sublicensee

This Agreement shall be governed by the laws of the State of Texas and exclusive venue for any legal dispute under this agreement is in the District Court in Comal County, Texas having jurisdiction over the dispute.

210 S CASTELL LLC  
130 S Seguin, Suite 100  
New Braunfels, Texas 78130

By: \_\_\_\_\_  
Fred Heimer, Manager

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



Exhibit A

Exhibit B