

License Agreement

This License Agreement is entered into on this the ____ day of _____, 2021 by and between Matt Schumann (“Licensee”) 111 W. San Antonio Street, Suite 200, New Braunfels, Texas 78130 and the City of New Braunfels (“Licensor”) acting herein through its duly authorized City Manager, 550 Landa Street, New Braunfels, Texas 78130.

Recitals

WHEREAS, the City is the owner of the public right of way described as the sidewalk and adjacent airspace along “East San Antonio Street in front of the properties currently addressed as 173, 189, and 207 East San Antonio Street as is more fully shown on the attached Exhibit “A” hereinafter referenced as the “City’s Property”; and

WHEREAS, Licensee is the owner of the property currently addressed as 173, 189, and 207 E. San Antonio Street in New Braunfels, Texas (also described as City Block 2003, Lot E 8 of S 110 of 35 & W 16 of E 24, and West 47 of Lot 98, being approximately .45 acres); and

WHEREAS, Licensee, in conjunction with Licensee’s redevelopment of the property currently addressed as 173, 189, and 207 E. San Antonio Street in New Braunfels, Texas desires to construct new commercial structures at the subject property with aerial encroachments into the City’s Property an with overhanging balcony; and

WHEREAS, the Licensor, is agreeable to Licensee’s construction and maintenance of these improvements, with the understanding that; (a) the City incurs no liability or maintenance obligations from such improvements, (b) the City is not required to pay any money for the purchase or the removal of such improvements; and (c) the improvements do not interfere with previously established easements.

NOW, THEREFORE, in consideration of the promises contained herein, Licensor does hereby grant a license to Licensee for the purpose redevelopment of the property currently addressed as 173, 189, and 207 E. San Antonio Street in New Braunfels, Texas to construct new commercial structures at the subject property with aerial encroachments into the City’s Property for overhanging balconies . The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

A. Licensee shall abide by the following terms:

1. Licensee at its expense shall prepare plans for said aerial encroachments and said plans must be approved by the City of New Braunfels' City Engineer. Notwithstanding the foregoing, Licensor acknowledges and agrees that Licensee's improvements will leave a clear zone of at least nine feet from the sidewalk to the bottom of the encroachment and may extend over the right of way a maximum distance of 4 feet; and
2. Licensor grants aerial encroachments only for those encroachments depicted in Exhibit "B" which includes one balcony; and
3. Licensee agrees that it will not construct or cause to be constructed or erected any other structure or improvement upon the sidewalk, without the express, written approval of the City Manager of Licensor; and
4. Licensor grants this License solely to the extent of its right, title and interest in the subject airspace without express or implied warranties; and
5. Licensor will incur no liability or maintenance obligations from such improvements; and
6. Licensor reserves the right to enter Licensee's property to inspect same at any time and inspect such balconies but not the obligation; and
7. Licensee shall be responsible for maintenance of Property and Licensee shall have the right to access Property for maintenance purposes. Licensor can order any repair to the balconies and such repair must occur within sixty (60) days. However, Licensor retains the right to perform maintenance in the event Licensee does not perform such maintenance and charge same to Licensee; and
8. Sole ownership of the improvements and their maintenance shall remain with Licensee, its successors or assigns unless otherwise agreed to in writing; and
9. For an initial period of ten years, Licensor shall have the right to terminate this agreement and request removal of the improvements only in the event that the improvements cause an unanticipated conflict with the Licensor's construction of city infrastructure or for breach of this agreement. After this initial ten-year period, Licensor shall have the right, at the sole discretion of the Licensor to terminate this agreement with or without cause and require removal of the

improvements at Licensee's sole expense upon sixty (60) days written notice to Licensee. The Licenser, in lieu of termination, may request that Licensee perform certain alterations, modifications or improvements to the improvements, at the sole expense of Licensee. However, if such alternations, modifications or improvements are not performed to the satisfaction of the Licenser, Licenser shall be entitled to exercise its right to terminate this agreement and require removal of the improvements; and

10. This Agreement until its revocation, shall bind each party's successors and assigns. Licensee and its successors and assigns, must notify Licenser of any change of Licensee or address to the Licenser within thirty (30) days of any such change.

B. Indemnification: In consideration of the permission extended to the Licensee by the City of New Braunfels, 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 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 or 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 Licenser from claims which may arise out of or in connection with any operations at the Premises, 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. Lessee's insurance shall also insure Lessee's contractual

liability to the City as set forth in Section B above. 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

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 the Licensor's Risk Manager.

1. All insurance required under this section shall be written with the City as an additional insured. In any event, Licensee is solely 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 requirement does not release the Licensee from compliance within.
2. All insurance required under this section shall be primary over any other insurance coverage the City may hold.
3. 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 with the new certificate of insurance. 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. 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. The license runs with ownership of the property currently addressed as 173, 189, and 207 E. San Antonio Street in New Braunfels, Texas (also described as City Block 2003, Lot E 8 of S 110 of 35 & W 16 of E 24, and West 47 of Lot 98, being approximately .45 acres

- E. The Licensor may terminate this license immediately upon Licensees breach of any term in this agreement.

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:

As to Licensor: City Manager
City of New Braunfels
550 Landa Street
New Braunfels, Texas 78130

Copy to: City Attorney
City of New Braunfels
550 Landa Street
New Braunfels, Texas 78130

As to Licensee: Matt Schumann
ParkHaus, LLC
111 W. San Antonio Street, Suite 200
New Braunfels, Texas 78130

IN WITNESS WHEREOF, the parties hereto execute this agreement in duplicate originals on this ____ day of _____, 2021.

City of New Braunfels Texas
550 Landa Street
New Braunfels, Texas 78130

BY: _____
Robert Camareno, City Manager

STATE OF TEXAS §
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COUNTY OF COMAL §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas on this day personally appeared Robert Camareno, City Manager, 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 the City of New Braunfels, Texas to this Agreement that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2021.

Notary Public, In and For

APPROVED AS TO FORM:

Valeria M. Acevedo, City Attorney

ParkHaus, LLC
111 W. San Antonio Street, Suite 200
New Braunfels, Texas 78130

By: _____
Name: Matt Schumann
Title: Authorized Manager

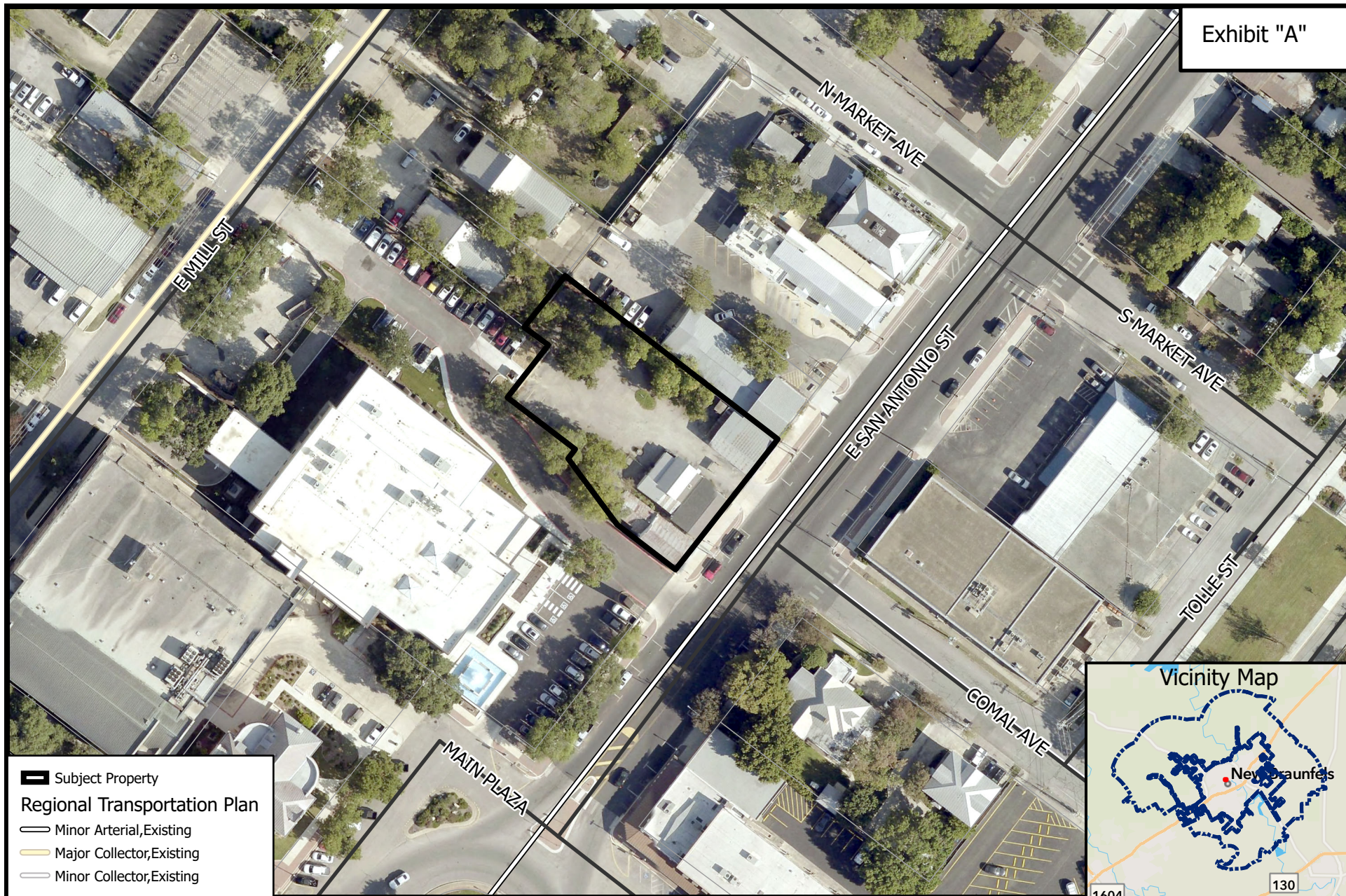
STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas on this day personally Matt Schumann., 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 ParkHaus LLC to this Agreement that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day
of _____, 2021.

Notary Public, In and For
The State of Texas.

Exhibit "A"



License Agreement for 173, 189, and 207 E. San Antonio Street

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Feet





Excerpt from Approved Construction Drawings showing Balcony Encroachment