

REIMBURSEMENT AGREEMENT

This agreement is between Bluebonnet Contractors, LLC (“Bluebonnet”) and the City of Euless (the “City”) and relates to the cost of relocating utilities for development of State Highway 183 as Part of the North Tarrant Express Project.

RECITALS

Bluebonnet has entered into a contract with NTE Mobility Partners LLC (the “Developer”) for the design and construction of the North Tarrant Express Project (the “Project”). This design and construction contract is pursuant to the Developer’s Comprehensive Development Agreement with the Texas Department of Transportation dated June 23, 2009.

As part of the Project, certain utilities belonging to the City must be relocated or otherwise adjusted. In order to facilitate that adjustment, Bluebonnet will agree to initially incur the cost of relocating or adjusting those utilities and the City will reimburse Bluebonnet for it’s share of the utility relocation cost according to Texas Transportation Code § 203.092 and the terms of this agreement

The City represents that it has full authority to enter into this agreement and expressly waives the defense of sovereign immunity in the event of default of this agreement but not otherwise. This agreement was approved by the City in the meeting of the City Council on September 13, 2011.

AGREEMENT

- 1. Bluebonnet and the City agree that the work to be performed relocating or adjusting all utilities that are owned by the City that are in conflict with construction of the Project will be performed under a Developer Managed Master Utility Adjustment Agreement. That agreement will be in the form attached to this agreement as Exhibit “1.”
- 2. The City agrees to reimburse Bluebonnet for the portion of the relocation costs assigned to the City under Exhibit “1” (the “City’s Responsibility”).
- 3. The City agrees to reimburse Bluebonnet for the City’s Responsibility under this agreement in one lump sum payment according to the following schedule:

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- 5. The City expressly waives its immunity from suit in the event of a default of this agreement but not otherwise. If the City defaults on its obligation to repay Bluebonnet for the City’s Responsibility, then Bluebonnet may accelerate and recover the remaining unpaid balance of the City’s Responsibility as well as Bluebonnet’s costs of collection including reasonable attorney’s fees and costs of court.

EXECUTED this _____ day of _____, 2010.

Bluebonnet Contractors, LLC

By: _____ Date: _____

Jose Carlos Esteban, CEO

THE CITY OF EULESS

By _____ Date: _____

Typed or Printed Name and Title _____

Approved by the City Council on : _____ and recorded in the meeting minutes of the City Council on that date.