

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") made this _____ day of _____, 2014, by and between **NORTH AMERICAN PROPERTIES**, ("Developer") and the **WILLIAMSON COUNTY, TEXAS** ("County").

WITNESSETH:

WHEREAS, the Developer is in the process of constructing a sidewalk within its project located near the intersection of Lakeline Boulevard and SH 183; and

WHEREAS, the City of Austin (the "City") intended to construct a hike and bike lane within the right-of-way of Lakeline Blvd. abutting developer's property; and

WHEREAS, The County has persuaded the City to forego construction of said hike and bike lane within Lakeline Blvd. right-of-way conditioned upon the Developer constructing an eight-to-ten foot hike and bike trail (the "Trail") within its property, at the location shown on Exhibit "A", attached hereto; and

WHEREAS, the Developer has agreed to re-locate and widen its proposed four foot sidewalk to an eight-to-ten foot hike and bike trail; and

WHEREAS, the County agrees to reimburse the Developer for the differential in costs accrued by Developer to widen and relocate the Trail to the location shown on Exhibit "A" compared to the costs accruing to Developer to construct a four foot sidewalk within its property.

NOW, THEREFORE, in consideration of mutual promises contained herein, the parties agree as follows:

1. The Developer has already relocated and widened the Trail through a portion of its property described as Lakeline West on Exhibit "A". The total cost of the Lakeline West Trail is \$27,199.50.
2. The Developer is prepared to complete the remainder of the Trail through the rest of Developer's property, described as Lakeline East on Exhibit "A". The actual cost of the relocation is estimated to be \$_____. The County agrees to reimburse the Developer the actual costs of the relocation of the Trail attributed to the differential between the four foot sidewalk and the eight-to-ten foot Trail. Upon completion of the relocation, the Developer shall present the County with a detailed invoice of the actual work performed and the County agrees to make, within thirty (30) days from the date of the properly detailed invoice, a one-time reimbursement payment of the actual costs.

3. Notwithstanding any other provisions of this Agreement, in no event shall either party be liable to the other for any indirect, consequential or incidental damages, including but without limitation, loss of revenue, loss of customers or loss of profits arising from the Agreement and the performance or non-performance of obligations hereunder.
4. This Agreement shall be enforceable in Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.
5. No party may assign its rights and obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, it is understood that the Developer intends to contract the work to a general contractor, which will in turn may subcontract all or part of the work.
6. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such validity, illegality, or unenforceability shall not affect any other provisions of the Agreement, and this Agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained in the Agreement.
7. All payments by the County will be made pursuant to the Texas Prompt Payment Act.

Effective date of agreement as of date of approved by Commissioners Court.

WILLIAMSON COUNTY, TEXAS

By: 

Dan A. Gattis, County Judge

ATTEST:

By: 

Nancy Rister, County Clerk

NORTH AMERICAN PROPERTIES

By: _____

Its: _____

