

**CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT  
WITH CENTRAL STATES MANUFACTURING, INC.  
FOR IMPROVEMENTS TO HEIDEKE STREET**

This Capital Improvement Reimbursement Agreement (the "Agreement") is made on January 19, 2016 between the City of Seguin, Texas, a Texas municipal corporation (the "City"), 205 N. River Street, Seguin, TX 78155, and Central States Manufacturing, Inc. 302 Jane Place, Lowell, Arkansas.

**WHEREAS**, Central States is developing a certain tract of real property (the "Property") located at 2902 North Heideke Street and as part of the City's development requirements will need to participate in rebuilding Heideke Street to bring it up the standards needed for the increased traffic due to Central States development; and

**WHEREAS**, the City is rebuilding approximately 1,750 feet of Heideke Street in order to handle increased truck traffic; and

**WHEREAS**, a portion of the City's project will extend to and along the Central States property.

**NOW THEREFORE**, in consideration of the foregoing premises, the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Central States agree as follows:

1. The City agrees to construct an approximately 1,750 foot long, 24 feet wide portion of Heideke Street, from SH-123 Bypass to the Interstate 10 Access Road, at an approximate cost of \$482,988.00.
2. Central States agrees that it will reimburse the City in the amount of \$63,477.70, as its proportionate share of the cost to rebuild Heideke Street, as set out above.
3. The City agrees that Central States may reimburse the City over a three year period by making quarterly payments of \$5,289.81, beginning October 1, 2016.
4. Central States agrees that it will require all incoming truck traffic to enter its site from SH-123 Bypass and further agrees to require all truck traffic exiting their site to take the same route towards SH-123 Bypass.
5. This Agreement and the construction related thereto is subject to all valid and applicable ordinances, rules, regulations and laws of all governmental agencies having lawful jurisdiction over them.
6. This Agreement constitutes the entire agreement between the parties and may be amended only by a written document signed by both parties. This Agreement shall be binding upon the successors and assigns of the parties. The assignment of all or part of this Agreement by a party is not valid without the written consent of the other party.
7. Each of the persons executing this Agreement represents that he or she has full power and authority to execute the Agreement on behalf of the party that person represents.

8. This Agreement shall be construed and enforced according to the laws of the State of Texas and exclusive venue for any legal action arising thereunder shall lie in Guadalupe County, Texas.

Executed and effective on January 19, 2016.

City of Seguin, Texas:

Central States Manufacturing, Inc.

By: \_\_\_\_\_  
Douglas G. Faseler, City Manager

By: \_\_\_\_\_  
Tim Ruger, Vice-President, Operations