

ORIGINAL

Post-It* Fax Note	7671	Date	8-21-01	# of pages	3
To	Rick Puroy	From	Dale Cheatham		
Co./Dept.		Co.	City of The Colony		
Phone #		Phone #			
Fax #	(972) 306-8267	Fax #			

STATE OF TEXAS §
 COUNTY OF DENTON §
 CITY OF LEWISVILLE §
 CITY OF THE COLONY §

DENTON, TEXAS
 RECEIVED

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into this 2nd day of December, 1996, by and between the **CITY OF THE COLONY, TEXAS** (hereinafter referred to as "The Colony"), and the **CITY OF LEWISVILLE, TEXAS** (hereinafter referred to as "Lewisville").

WITNESSETH:

WHEREAS, The Colony and Lewisville are home rule municipalities possessing the full power of local self-government pursuant to Tex. Constitution, art. XI, § 5, § 51.072 of the Texas Local Government Code, and their respective City Charters; and

WHEREAS, The Colony (for and on behalf of the Texas Department of Transportation) has heretofore acquired right-of-way from the City of Hebron, Texas, for the future extension of Josey Lane from F.M. 544 to S.H. 121 (hereinafter referred to as the "Josey Lane Extension"), and as shown by the hereto attached **Exhibit A**; and

WHEREAS, Lewisville has heretofore completed annexation proceedings on a five (5) foot strip of land south of S.H. 121, and will initiate procedures for the annexation of as much of the Josey Lane Extension as is legally possible; and

WHEREAS, The Colony has continuing responsibilities relating to traffic control and utility relocation in the Josey Lane Extension; and

WHEREAS, Lewisville is desirous of controlling traffic and construction of utilities in the Josey Lane Extension; and

WHEREAS, The Colony and Lewisville are authorized and empowered to enter into this agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Tex. Gov. Code.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made, the benefits flowing to each of the parties hereto, and other good and valuable consideration, The Colony and Lewisville do hereby contract and agree as follows:

Section 1. That the above recitals are found to be true and correct and incorporated herein for all purposes.

Section 2. For and in consideration of The Colony providing the right-of-way and permission for Lewisville to construct and maintain any and all necessary public utilities within

said right-of-way for the entire Josey Lane Extension as shown by Exhibit A, Lewisville agrees as follows:

- (a) To pay to The Colony the amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) as reimbursement for its pro rata share of the acquisition cost for the Josey Lane Extension. Said money shall be paid to The Colony upon terms mutually agreed to by each City's respective City Manager.
- (b) Lewisville will keep the Josey Lane Extension clear of all obstructions at no cost to The Colony or the Texas Department of Transportation.
- (c) Upon completion of the construction of the Josey Lane Extension, Lewisville will maintain the Josey Lane Extension in accordance with all federal and state requirements, and the governing policies and regulations of the Texas Department of Transportation, including but not limited to regulation of traffic and prevention of encroachment on the Josey Lane Extension.
- (d) Lewisville will provide police and fire protection for the Josey Lane Extension.

Section 3. Any notice required or permitted by this Agreement shall be in writing and shall be given to the party at the address set forth below, or to such other address as the party shall designate, from time to time, by notice to all other parties.

IF TO THE COLONY: City of the Colony
Attention: City Secretary
5151 North Colony Boulevard
The Colony, Texas 75056-1219
(972) 625-1756

IF TO LEWISVILLE: City of Lewisville
Attention: City Secretary
1197 Main
Lewisville, Texas 75029
(972) 219-3400

Any notice shall be deemed to be effectively given when mailed by United States Registered or certified mail with postage prepaid and addressed as herein set forth, or when actually received by the party to whom addressed.

Section 4. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the matters contained herein and may only be amended or supplemented by a written instrument executed by all parties.

Section 5. This Agreement shall be construed under and in accordance with the laws of the State of Texas and venue for any legal action arising out of this Agreement shall be in Denton County, Texas.

Section 6. This Agreement shall be binding upon and inure to the benefit of the parties and their respective approved successors and assigns.

Section 7. This Agreement may not be transferred, assigned or otherwise conveyed by either of the parties without the prior written consent of the other party.

EXECUTED AND EFFECTIVE the day and year first above written.

CITY OF THE COLONY, TEXAS
By: Bill D. Manning
Mayor

ATTEST:
Patricia A. Hicks
City Secretary

CITY OF LEWISVILLE, TEXAS
By: Bobbie J. Michael
Mayor

ATTEST:
Marty Hendrix
City Secretary