

Water and Sewer Services Agreement
among the Denton County Fresh Water Supply District No. 1-A,
the Lewisville Independent School District, and the City of Lewisville, Texas

This Agreement is entered into by and between Denton County Fresh Water Supply District No. 1-A ("DCFWSO No. 1-A"), the Lewisville Independent School District ("LISD"), and the City of Lewisville, Texas ("Lewisville"), hereinafter referred to collectively as "Parties."

WHEREAS, LISD plans to build Middle School #15 on the property described in Exhibit A attached hereto and made a part hereof for all purposes; and

WHEREAS, the property described in Exhibit A on which a portion of the proposed middle school will be built is currently located within the extra-territorial jurisdiction of Lewisville; and

WHEREAS, Lewisville is in the process of annexing the property described in Exhibit A but is not currently able to provide water and sewer services to said property ("Middle School #15"); and

WHEREAS, the DCFWSO No. 1-A is a duly incorporated political subdivision of the State of Texas and is capable of providing water and sewer services to the property described in Exhibit A;

NOW, THEREFORE, Lewisville, LISD, and DCFWSO No. 1-A, for considerations herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, do hereby agree as follows:

1. Term. The Term shall commence as of the date the last Party executes this Agreement and shall continue until such time that Lewisville is capable of providing water and sewer services to the property described in Exhibit A. Lewisville shall notify, in writing, DCFWSO No. 1-A and LISD when it is capable of providing water and sewer services to the property described in Exhibit A.
2. Meters. DCFWSO No. 1-A shall install water and sewer meters on and/or around the property described in Exhibit A. All costs associated with the installation of said meters shall be the responsibility of LISD.
3. Billing. DCFWSO No. 1-A shall bill LISD directly for the water and sewer service provided.
4. Appurtenances. With respect to the appurtenances associated with the water and sewer services, such as waterlines and valves, that are located on the property described in Exhibit A, DCFWSO No. 1-A shall be responsible for the maintenance of said appurtenances if they are located within the on-site water line easement (grass-only), as shown in Exhibit A, or the right-of-way, as shown in Exhibit A. Appurtenances located outside of the easement, as shown in Exhibit A, or outside of the right-of-way, as shown in Exhibit A, shall be maintained by LISD.

5. Transfer of Services to Lewisville. Within thirty (30) days, or other mutually agreed upon time, of receiving written notice that Lewisville is capable of providing water and sewer services to the property described in Exhibit A, DCFWSD No. 1-A shall cease providing said services to LISD, and LISD shall begin receiving such services from Lewisville. All costs associated with the transfer of connections from DCFWSD No. 1-A to Lewisville shall be borne by LISD.

6. Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by prepaid telegram, telex, or facsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

If to Lewisville:

City Manager
 City of Lewisville
 P.O. Box 299002
 151 West Church Street
 Lewisville, TX 75057

If to DCFWSD No. 1-A:

Mark Sowa, General Manager
 Denton County FWSD No. 1-A
 600 N. Pearl St., Suite 900
 Dallas, TX 75201-2872

If to LISD:

Jerry W. Roy, Ed. D.
 Superintendent of Schools
 Lewisville Independent School District
 P.O. Box 217
 Lewisville, TX 75067

7. Venue. The Parties agree that if legal action is brought under this Agreement, exclusive venue shall lie in the Courts of Denton County, Texas, and its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.

8. Severability. In case any one or more of the terms, sentences, paragraphs or provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other terms, sentences, paragraphs or provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
9. Amendments. This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendment or modification must be in writing and executed by an authorized representative of each Party.
10. Counterparts. This Agreement may be executed in multiple counterparts and shall be binding on and endure to the benefit of each Party, and each counterpart shall be deemed an original for all purposes when duly authorized by the governing body of each Party and signed by such Party's duly authorized representative.
11. Prior Agreements Superseded. This Agreement supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.
12. Binding Nature. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.
13. Other Instruments. The parties agree that they will execute any other instruments and documents that may become necessary or convenient to effectuate and carry out the Project contemplated by this Agreement.
14. No Oral Commitments. This Agreement contains all commitments, agreements, warranties and representations of the Parties. Any oral or written commitments, agreements, warranties or representations not contained herein shall have no force or effect to alter any term or condition of this Agreement.
15. Gender. Whenever the context shall require, all words in this Agreement in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective upon execution and dating by each Party. This Agreement shall be effective from the last date signed and marked on this Agreement by a participating Party.

APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS:



Claude King, CITY MANAGER

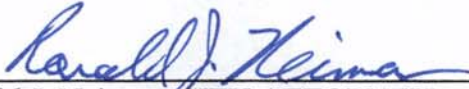
DATE: 2-22-06

ATTEST:



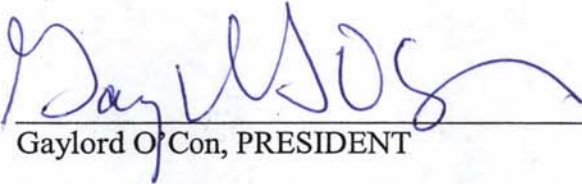
Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:



Ronald J. Neiman, CITY ATTORNEY

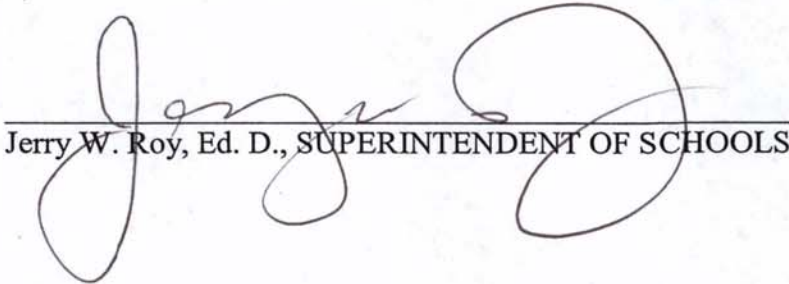
DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-A:



Gaylord O'Con, PRESIDENT

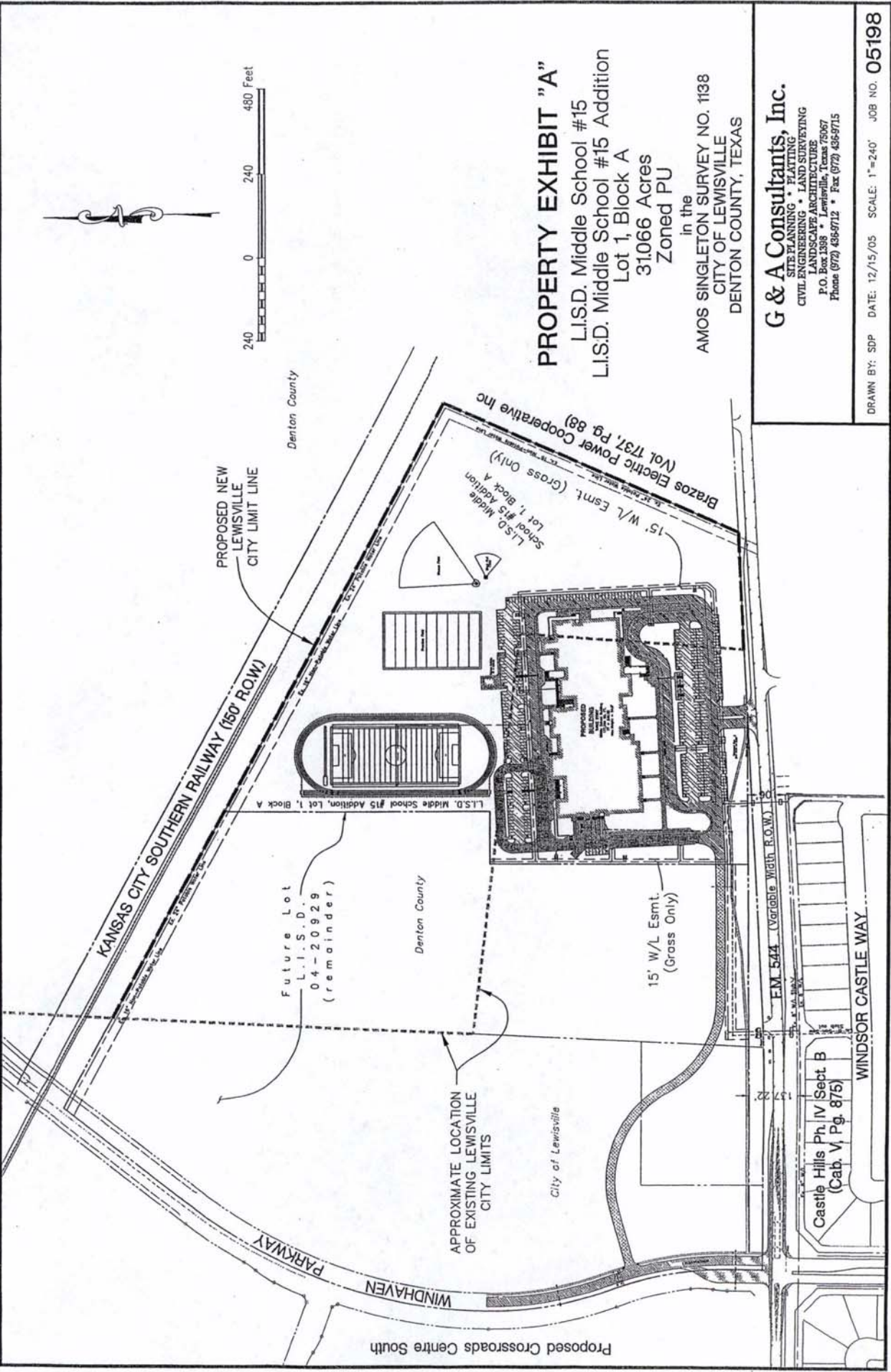
DATE: 1.18.06

LEWISVILLE INDEPENDENT SCHOOL DISTRICT:



Jerry W. Roy, Ed. D., SUPERINTENDENT OF SCHOOLS

DATE: 2/13/06



PROPERTY EXHIBIT "A"
 L.I.S.D. Middle School #15
 L.I.S.D. Middle School #15 Addition
 Lot 1, Block A
 31,066 Acres
 Zoned PU
 in the
 AMOS SINGLETON SURVEY NO. 1188
 CITY OF LEWISVILLE
 DENTON COUNTY, TEXAS

G & A Consultants, Inc.
 SITE PLANNING • PLATTING
 CIVIL ENGINEERING • LAND SURVEYING
 LANDSCAPE ARCHITECTURE
 P.O. Box 1398 • Lewisville, Texas 75067
 Phone (972) 436-9712 • Fax (972) 436-9715

DRAWN BY: SDP DATE: 12/15/05 SCALE: 1"=240' JOB NO. 05198