

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL AGREEMENT FOR PUBLIC IMPROVEMENT
CONSTRUCTION**

WHEREAS, Lewisville Independent School District (hereinafter called "Owner") is the owner (or is acting on behalf of or as agent for the owner) of certain real property within the City of Lewisville, Texas, which property consists of the property described in the attached Exhibit "A", in the City of Lewisville, Denton County, Texas (the "Owner Property"); and

WHEREAS, "Owner" plans to and is in the process of developing the "Owner Property" in accordance with "Owner's" plans and specifications and in compliance with the City of Lewisville, Texas Code procedures and standards; and

WHEREAS, the General Development Ordinance regulations of the City of Lewisville, Texas (the "City") require "Owner" to pay for those certain Public Improvements (to include railroad crossing, sidewalks, miscellaneous school zone apparatuses, and signals at Windhaven/FM 544) which are specifically listed on Exhibit "B" to this Agreement (herein so called Improvements); the estimated costs of which are listed on Exhibit "B" to this Agreement, which attachment is made a part hereof for all purposes; and

WHEREAS, it would be advantageous both to the "City" and the "Owner" to have said Improvements to be constructed at one time under one contract;

WHEREAS, the Parties are governmental units subject to Texas Government Code Chapter 791, which allows two or more governmental units to enter into an agreement to cooperatively exercise any power common to the contracting Parties or any similar powers, and one of the participating government units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the parties, in paying for the performance of governmental functions or in performing such governmental functions, shall make payments only from current revenues legally available to each party;

NOW, THEREFORE, the parties hereto agree as follows:

1. The "City", will advertise for bids and enter into the contract for construction of said Improvements, including the area for which "Owner" is financially responsible. The "City" shall be in charge of specifications, plans, inspections, payments, and all other normal construction matters, except the "Owner" is required to provide plans for the traffic signal. The exact time for construction of said Improvements shall be determined upon mutual agreement of the parties. Prior to the beginning of construction, the "City" shall provide the "Owner" with temporary leases on all property that is owned by the "City" upon which improvements are constructed, in order for the "Owner" to meet the legal requirements of Texas Education Code §11.168. The parties agree that 100% of the "Owner's" funds provided under section 2 below will be deemed consideration for the property leased to Owner, with the remainder to be expended exclusively on Public Improvements to be constructed in the "City's" rights-of-way. The "City" agrees to expend funds and make improvements in the rights-of-way owned by the State of Texas and the railroad rights-of-way.

2. "Owner" shall, prior to the date of final plat approval by the Planning and Zoning Commission, deposit with the "City" the amount of Three Hundred Twenty-seven Thousand, Five Hundred Fifty-eight and Seventy-five/One Hundredths Dollars (\$327,558.75) which the parties agree represents the maximum of "Owner's" cost for the property leased and said Improvements.

3. The "City" shall have the right to draw on said funds for the purpose of payment for the construction of said Improvements and compensation for the leased property.

4. The "City" shall have the right to deposit any funds not used for immediate payment of improvement expense or lease compensation in any investment account utilized by the "City".

5. The "City" shall have the authority to pay from such account from time to time, based upon the project engineer's estimate of percentage of completion, such sums as are necessary to pay for "Owner's" portion of the construction contract.

6. "Owner" shall have no liability for additional payment for lease compensation or other costs associated with completed Improvements when the project is performed by the "City".

7. "Owner" shall not be entitled to or have any claim for a refund of the sums on deposit.

8. Nothing in this Agreement, the Agreement itself, and the dealings between the parties shall be considered an impact fee.

9. The "City" represents and warrants to "Owner" that it has no knowledge of any claims, demands, controversies, and causes of action against "Owner", its past and present employees, officers, attorneys and other representatives, arising through the date hereof. "Owner" represents and warrants to the "City" that it has no knowledge of any claims, demands, controversies, and causes of action against the "City", its past and present employees, officers, attorneys and other representatives, arising through the date hereof.

11. Any amendment to the terms of the Agreement shall be in writing and signed by all parties hereto.

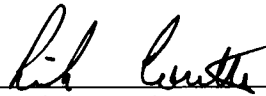
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

13. This Agreement is solely for the benefit of "Owner" and "City" and is not intended to be nor shall it be construed to be for the benefit of any third party.

SIGNED this 22 day of October, 2007.

OWNER:


LEWISVILLE INDEPENDENT SCHOOL DISTRICT

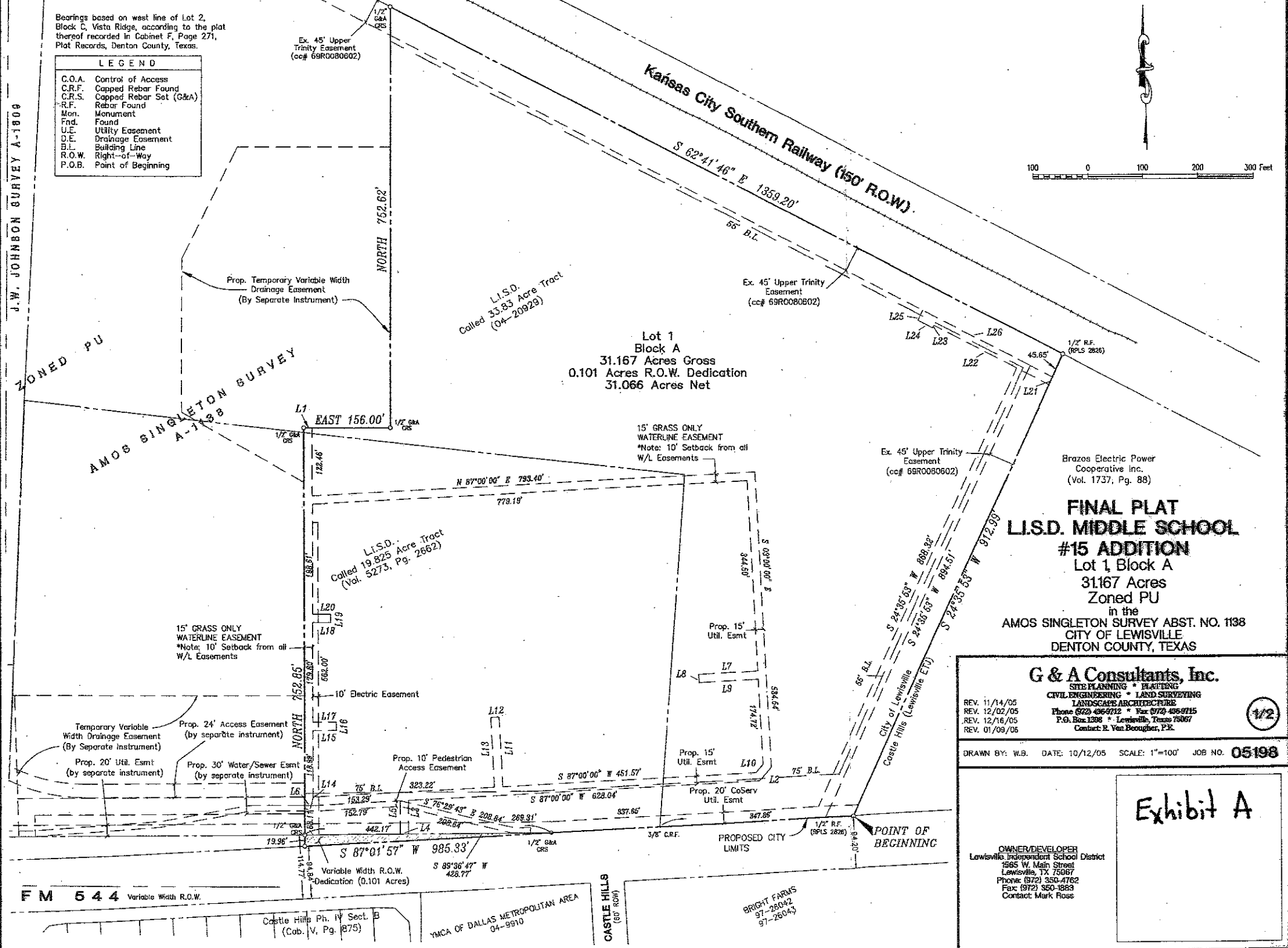
By: 
Rick Coulter
Executive Director of Purchasing

SIGNED this 18 day of October, 2007.

CITY:

THE CITY OF LEWISVILLE, TEXAS

By: 
David Salmon, P.E.
Assistant City Engineer



Bearings based on west line of Lot 2, Block C, Vista Ridge, according to the plat thereof recorded in Cabinet F, Page 271, Plat Records, Denton County, Texas.

LEGEND	
C.O.A.	Control of Access
C.R.F.	Capped Rebar Found
C.R.S.	Capped Rebar Set (G&A)
R.F.	Rebar Found
Mon.	Monument
Frnd.	Found
U.E.	Utility Easement
D.E.	Drainage Easement
B.L.	Building Line
R.O.W.	Right-of-Way
P.O.B.	Point of Beginning

Brazos Electric Power Cooperative Inc. (Vol. 1737, Pg. 88)

FINAL PLAT
L.I.S.D. MIDDLE SCHOOL
#15 ADDITION
Lot 1, Block A
31.167 Acres
Zoned PU
 in the
AMOS SINGLETON SURVEY ABST. NO. 1138
CITY OF LEWISVILLE
DENTON COUNTY, TEXAS

G & A Consultants, Inc.
 SITE PLANNING * PLANNING
 CIVIL ENGINEERING * LAND SURVEYING
 LANDSCAPE ARCHITECTURE
 Phone (972) 496-9312 * Fax (972) 496-9315
 P.O. Box 1388 * Lewisville, Texas 75067
 Contact: R. Van Boeger, P.E.

REV. 11/14/05
 REV. 12/02/05
 REV. 12/16/05
 REV. 01/09/05

DRAWN BY: W.B. DATE: 10/12/05 SCALE: 1"=100' JOB NO. **05198**

Exhibit A

OWNER/DEVELOPER
 Lewisville Independent School District
 565 W. Main Street
 Lewisville, TX 75067
 Phone: (972) 350-4762
 Fax: (972) 350-1883
 Contact: Mark Foss