

RE: Memorandum of Agreement - - Relocation of DISD Fiber Optics

Dear Ernie Stripling:

Upper Trinity Regional Water District and Denton Independent School District (DISD) have a long-standing partnership related to the installation and operation of our respective fiber optic systems - - a partnership that has worked very well for both parties. Upper Trinity and DISD entered into an Interlocal Cooperation Agreement in March of 2005, which was amended in June of 2005, to facilitate continued cooperation in installing components of our fiber optics systems in each other's right-of-way and easements (the "Agreement"). In particular, Upper Trinity and DISD partnered together in 2005 and 2006 to allow Upper Trinity to install approximately 13,000 feet of fiber optics for DISD inside Upper Trinity's easements, generally from south of Fishtrap Road along FM 2931 to the Temple Dane Pump Station on FM 720 (herein "DISD Fiber").

As you know, Texas Department of Transportation (TxDOT) is planning to widen FM 720 from US Highway 380 to Martop Road. TxDOT's expansion will require Upper Trinity to relocate a portion of its treated water pipelines and fiber optics. A portion of the DISD Fiber, generally from approximately 600 feet north of Quail Meadows Rd to approximately 600 feet south of Waggin Trails Ranch Road, will need to be relocated, also. Upper Trinity is willing to relocate that portion of DISD Fiber as part of the project to relocate our treated water pipeline and fiber optics to avoid potential conflict with TxDOT's widening project.

For the purpose of this Memorandum of Agreement (MOA), the parties agree that Upper Trinity will relocate for DISD a portion of the DISD Fiber generally along FM 720 from approximately 600

feet north of Quail Meadows Rd to approximately 600 feet south of Waggin Trails Ranch Road (herein "Project"). It will be mutually convenient for Upper Trinity to design and construct the Project as part of relocating its facilities according to the following procedures. DISD agrees to compensate Upper Trinity according to Section 5 of the Agreement.

1. Design of the Project will be in accordance with standards mutually agreed by DISD and Upper Trinity. All plans and specifications relating to the Project will be submitted to DISD for timely review and approval prior to awarding the construction contract for the Project. Such plans, specifications and contract documents will clearly identify and itemize all facilities to be constructed to allow the associated cost to be determined.
2. Upper Trinity will serve as project manager for both parties and will advertise, award and contract for construction of the Project. Upper Trinity will proceed to award said contract for construction and DISD will timely deposit its share of cost as provided in the Agreement.
3. Upper Trinity will use its best efforts to complete the Project in a timely manner and avoid any disruption of service in the DISD Fiber. Upper Trinity will coordinate with DISD prior to planned outage; and, will cause the repair or replacement of any DISD Fiber should any be damaged or taken out of service during the Project.
4. DISD recognizes that the cost of the Project may be eligible for reimbursement by TxDOT. Upper Trinity will be solely responsible for applying for reimbursement from TxDOT and will apply the reimbursement to DISD's portion of the fiber optics relocation in accordance with TxDOT's approved reimbursement package and eligibility ratio calculation.
5. Upon completion of the Project, the parties will review actual cost and make appropriate settle-up as required.

Your review of the MOA is appreciated. If acceptable, please sign a copy and return it to me for Upper Trinity's records. Please feel free to contact me or Kurt Staller, Acting Director of Engineering and Construction, at 972-219-1228 should you have any questions or need additional information.

Sincerely,

Thomas E. Taylor
Executive Director

In Witness Whereof, the parties have caused their authorized signatories to execute below.

Denton Independent School District

Upper Trinity Regional Water District

BY: _____

BY: _____

Name: _____

NAME: _____

Title: _____

Title: _____

Date: _____

Date: _____