

Contract No. DA-41-093 AIV-1146

DEPARTMENT OF THE ARMY

NEGOTIATED WATER SERVICE CONTRACT

THIS CONTRACT, entered into as of 26 September 1955, by and between the UNITED STATES OF AMERICA, hereinafter called the "Government" represented by the Contracting Officer executing this contract, and the Bell County Water Control and Improvement District No. 1, whose address is Killeen, Texas, hereinafter called the Contractor,

WITNESSETH THAT:

WHEREAS, an agreement has been reached between the Government and the Contractor wherein the Government owned water supply system at Fort Hood, Texas, will be leased to Contractor for a term of fifty (50) years for operation and maintenance, hereinafter called the Lease Agreement, and,

WHEREAS, the Contractor proposes to furnish water service to Fort Hood and to the City of Killeen and other civilian communities surrounding Fort Hood under the terms of the Lease Agreement, and,

WHEREAS, it is in the best interest of National Defense that the Government be relieved from the obligation of furnishing water to the civilian communities above described and to purchase water service required by Fort Hood from the Contractor.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE AND TERM OF CONTRACT. (a) Subject to the terms and conditions hereinafter set forth, the Contractor shall sell and deliver to the Government and the Government shall purchase and receive from the Contractor water service (hereinafter called service) requested by the Government from the Contractor at Fort Hood, Texas, the premises to be served hereunder (hereinafter called the service location), all in accordance with the water Service Specifications attached hereto and made a part hereof.

(b) Service hereunder shall commence at the time the Contractor takes possession as lessee and commences operation of the Government owned water supply facilities and shall continue during the effective term of the Lease Agreement, or until terminated at the option of the Government by the giving of not less than thirty (30) days advance written notice of the effective date of termination.

(c) (i) For and in consideration of the faithful performance of the stipulations of this contract, the Contractor shall be paid by the designated disbursing office or officer for service herein contracted for, at the rates and under the terms and conditions herein set forth; provided, that the Government shall be liable for the minimum monthly charge specified in this

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