

**AGREEMENT TO FUND CERTAIN ELIGIBLE SERVICES BETWEEN FORT BEND  
COUNTY MUNICIPAL UTILITY DISTRICT NO. 106 (MASTER DISTRICT) AND  
THE GREATWOOD COMMUNITY ASSOCIATION**

This AGREEMENT FOR FUNDING OF CERTAIN ELIGIBLE SERVICES (the "Agreement") is effective as of September 30, 2015 between **FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 106**, a body politic and corporate and a political subdivision of the State of Texas organized under the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended ("MUD 106"), acting as Master District on behalf of **FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NOs. 106, 108, 109 and 117**, all a body politic and corporate and a political subdivision of the State of Texas organized under the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 57 of the Texas Water Code, as amended (collectively, the "Districts"), and the **GREATWOOD COMMUNITY ASSOCIATION**, a Texas Non-Profit Corporation acting as the Homeowners Association for the Greatwood subdivision ("GCA") (collectively, the "Parties").

**RECITALS**

WHEREAS, pursuant to Texas Water Code Sections 49.216, 49.462, 54.012 and 54.236 the Districts were created for the purposes of, among other things, preserving and conserving water, and protecting, controlling and abating the harmful excess of water, and have the power to accomplish any of those purposes, and also have the power to provide for peace officers, for the improvement or beautification of public rights-of-way, parkways, landscaping, greenbelts, and further to provide associated street and security lighting (the "Services") within the Districts; and

WHEREAS, Pursuant to Texas Water Code § 49.213 the Districts may contract with a public or private entity to accomplish any purpose or function of the District on terms and conditions the Board considers desirable and advantageous; and

WHEREAS, the Parties agree it is in the best interests of the Greatwood Community to work together to provide Services benefitting the residents of the Districts; and

WHEREAS, the Master District has accumulated funds as a result of the payment of the Master District connection fees by the Districts and only the Districts; and

WHEREAS, the Master District has unallocated surplus funds in the Master District operating account in amount of \$4,200,000 ("Funds");

WHEREAS, the Parties have decided it is in their best interests to enter into this Agreement for the Master District to contribute the Funds to the GCA to pay for

Services incurred in 2015, 2016 and 2017 that are listed on the attached Exhibit A (the "Approved Services").

## AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the Parties contract and agree as follows:

Section 1. Purpose. The purpose of this Agreement is for the GCA to utilize the Funds received from the Master District for the Approved Services as defined in Exhibit A attached hereto to benefit the residents of Greatwood.

Section 2. Responsibility. The Parties agree that GCA will receive the funds and will spend the funds only for the Approved Services. The Parties agree all Funds contributed as a result of this Agreement must be spent or allocated for Approved Services by evidence of the award of contracts no later than December 31, 2017. The Parties further agree any Funds not spent or so allocated for Approved Services after the December 31, 2017 deadline will be returned in full to the Master District no later than January 31, 2018.

Section 3. Community Projects. The Parties agree to create a Greatwood Community Projects Committee ("CPC"). The Parties agree the CPC will consist of one representative residing within the boundaries of each of the Districts, even upon their annexation and dissolution, one representative from Fort Bend County Levee Improvement District No. 11 ("LID 11") and two representatives from the GCA. The Parties agree that within thirty (30) days of execution of this Agreement, each District, LID 11 and the GCA shall select its CPC representative. The Parties agree no representative shall represent more than one Party, each member of the CPC shall have only one vote and all actions must be approved by a majority vote of the CPC. Any of the Districts, the LID or the GCA may remove and replace its selected member of the CPC at any time. The Parties agree that as consideration for the receipt of Funds from the Master District, the GCA will allocate its own alternate available funds ("GCA Alternate Funds") in the amount of \$4,200,000 for the purpose of maintaining, rehabilitating or constructing recreational amenities and facilities ("Community Projects") as directed by the CPC. The Parties agree that GCA Alternate Funds may only be spent on Projects approved by a majority vote of the CPC. The GCA commits to spending its alternative funds for these Community Projects prior to the end of 2018. Contracts must be awarded for the Community Projects by December 31, 2017.

Section 4. Payment and Ownership. The Parties agree the GCA shall enter into and manage contracts for Approved Services as necessary and will be responsible for issuing payment for all contracts for such Community Projects and Services. The GCA shall own and be responsible for funding, operating and maintaining the Community Projects and Services.

Section 5. Binding Agreement. This Agreement shall apply to and be binding upon the Parties and their respective officers and directors. This Agreement is not assignable by any Parties.

Section 6. Authorization. All of the Parties represent that (i) execution and delivery of this Agreement by it has been duly authorized by its governing Board; and (ii) this Agreement is a binding and enforceable agreement on its part.

Section 7. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

Section 8. Termination. The Parties concur this Agreement terminates on the day before annexation of the Districts by the City of Sugar Land, Texas or upon completion or funding of all Projects as determined by the CPC, whichever is earlier.

**[EXECUTION PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original, as of the date and year first written herein.

FORT BEND MUNICIPAL UTILITY DISTRICT  
NO. 106, ACTING AS MASTER DISTRICT

By: \_\_\_\_\_  
President, Board of Directors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

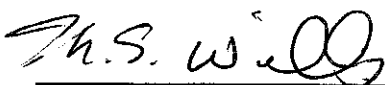
(SEAL)

GREATWOOD COMMUNITY ASSOCIATION

By:   
President, Board of Directors

Date: 22 Oct 2015

ATTEST:

  
Secretary, Board of Directors



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original, as of the date and year first written herein.

FORT BEND MUNICIPAL UTILITY DISTRICT  
NO. 106, ACTING AS MASTER DISTRICT

By: [Signature]  
President, Board of Directors

Date: 9/17/15

ATTEST:

[Signature]  
Secretary, Board of Directors

(SEAL)



GREATWOOD COMMUNITY ASSOCIATION

By: \_\_\_\_\_  
President, Board of Directors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

By execution of this document, The Board of Directors of the Districts below concur with and consent to Fort Bend County Municipal Utility District No. 106, acting as the Master District, to enter into the AGREEMENT TO FUND CERTAIN ELIGIBLE PROJECTS BETWEEN FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 106 (MASTER DISTRICT) AND THE GREATWOOD COMMUNITY ASSOCIATION.

FORT BEND MUNICIPAL UTILITY DISTRICT  
NO. 108

By: Robertta Cleveland  
President, Board of Directors

Date: 9/23/15

ATTEST:

[Signature]  
Secretary, Board of Directors

(SEAL)

FORT BEND MUNICIPAL UTILITY DISTRICT  
NO. 109

By: Ann G. Kiddo  
President, Board of Directors

Date: 9/24/15

ATTEST:

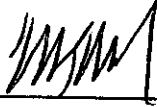
[Signature]  
Secretary, Board of Directors

FORT BEND MUNICIPAL UTILITY DISTRICT  
NO. 117

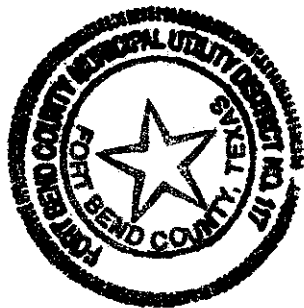
By:   
President, Board of Directors

Date: 10/5/15

ATTEST:

  
Secretary, Board of Directors

(SEAL)

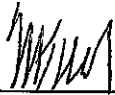


FORT BEND MUNICIPAL UTILITY DISTRICT  
NO. 117

By:   
President, Board of Directors

Date: October 5, 2015

ATTEST:

  
Secretary, Board of Directors

(SEAL)





**Exhibit A**

GL #	Account Description	2015	2016	2017
<b>INCOME</b>				
	<b>LANDSCAPING</b>			
	Landscaping Contract - Public Right of Way	\$801,200.00	\$900,240.00	\$900,240.00
	Irrigation repairs - Public Right of Way	\$67,500.00	\$54,000.00	\$54,000.00
	Tree Trimming/Removal/Planting - Public Right of Way	\$70,000.00	\$100,000.00	\$100,000.00
	<b>TOTAL LANDSCAPING</b>	<b>\$868,700.00</b>	<b>\$954,240.00</b>	<b>\$954,240.00</b>
	<b>PATROL</b>			
	Patrol Contract	\$384,000.00	\$403,200.00	\$423,360.00
	<b>TOTAL PATROL CONTRACT</b>	<b>\$384,000.00</b>	<b>\$403,200.00</b>	<b>\$423,360.00</b>
	<b>UTILITIES</b>			
	Street Lights - Public Right of Way	\$304,000.00	\$297,600.00	\$297,600.00
	Water (irrigation) - Public Right of Way	\$296,000.00	\$276,000.00	\$276,000.00
	Water Smart Contract		\$23,780.00	\$23,780.00
	<b>TOTAL UTILITIES</b>	<b>\$600,000.00</b>	<b>\$597,380.00</b>	<b>\$597,380.00</b>
	Water Smart Installation - Public Right of Way	\$163,114.00	\$163,114.00	
		<b>\$163,114.00</b>	<b>\$163,114.00</b>	
	<b>TOTAL EXPENSES</b>	<b>\$2,015,814.00</b>	<b>\$2,117,934.00</b>	<b>\$1,974,980.00</b>

*Year 3*

*(Handwritten circled annotations around the 2017 total expense value)*