



**ARTICLE 1  
CONTRIBUTION**

The District hereby recognizes and agrees to fund the total cost of the plants and landscape soil and the irrigation parts and components for the irrigation system to serve the Medians (the "Materials"). The Medians schematic and Materials for same are reflected on Exhibits "A" & "B", attached hereto. The cost for Materials shall not exceed \$49,999.00. The District shall review and approve bids for the Materials that are solicited as required by State law. The Association shall be consulted for its concurrence with the choice of Materials to be used prior to installation.

The County hereby agrees to provide for certain labor associated with the planting within the Medians and installation of the irrigation system and sleeves thereto, as reflected on Exhibits "A" & "B".

Upon completion of the irrigation and landscaping installation, the Association shall takeover the Medians for maintenance. The Association hereby agrees to maintain the irrigation system and landscaping within the Medians.

**ARTICLE 2  
ACCEPTANCE**

The Parties hereby agree to acknowledge and accept the contribution, as described herein, for purpose of installation of the irrigation system, landscaping and maintaining the Medians.

**ARTICLE 3  
UTILITIES**

The Association will pay or cause to be paid all charges for water and all other utilities utilized for the Medians, including any connection costs.

**ARTICLE 4  
CHARGES FOR LANDSCAPE MAINTENANCE SERVICES**

The Association recognizes and hereby commits to pay the costs associated with the landscape maintenance and irrigation services, and to charge the rate or rates for Association fees to the property owners within the Association so that the gross revenues received therefrom, after taking into account other funds available to the Association, will at all times not be less than an amount sufficient to pay or provide for payment of the maintenance services contemplated herein.

**ARTICLE 5  
USE OF MEDIANS**

**5.01 Permitted and Prohibited Use of Medians**

- a. The Parties may use the Medians for the purpose of installation and maintenance and the landscaping and irrigation system of the Medians.
- b. Under no circumstances will the Parties use or cause to be used in the activities on the Medians any hazardous or toxic substances or materials, or store or dispose of any such substances or materials on the Medians.
- c. Under no circumstances will the Parties allow any structure on the Medians to be built without the unanimous approval of the other parties hereto.

**5.02 Illegal Use Not Permitted.** The Parties may not use all or any part of the Medians for any use or purpose that violates any valid and applicable law, regulation, or ordinance of the United States, the State of Texas and the County, or other lawful authority with jurisdiction over the Medians. No Party considered to have violated this provision unless:

- a. One of the other Parties hereto has notified them in a writing specifying the alleged violation;
- b. There has been a final adjudication by a court of competent jurisdiction that the specified use violates the law, regulation, or ordinance specified in the notice;
- c. The specified law, regulation, or ordinance is valid and applies to the Medians; and
- d. Party has had a reasonable time after the final adjudication to cure the specified violation.

**ARTICLE 6  
REPAIRS, MAINTENANCE, AND RESTORATION**

**6.01 Association's Duty to Maintain and Repair.** At all times, upon completion of the landscaping and irrigation installation, the Association will keep and maintain, or cause to be kept and maintained, the landscaping and irrigation system within the Medians in a reasonable state of appearance and at the Association's expense.

**ARTICLE 7  
INSURANCE AND INDEMNIFICATION**

**7.01 Liability Insurance.** At all times, the Association will provide and keep in force liability insurance covering the Association for liability for property damage and personal injury. This

insurance is to be carried by one or more insurance companies duly authorized or admitted to transact business in Texas, selected by the Association and approved by the District, and will be paid for by the Association. The insurance provided under this section must be in the amount of not less than \$100,000 for property damage and not less than \$100,000 for one person and \$300,000 for one accident for personal injury. This insurance will protect the Association against liability to any employees or servants of the Association, and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the Medians. The Association shall include the County and the District as an additional insured on such insurance.

**7.02 Construction Liability Insurance.** The County will obtain and maintain (to the extent reasonably procurable and/or self-funded) construction liability insurance at all times when demolition, excavation or construction work is in progress on the Medians.

**7.03 Indemnification.** Each Party shall give prompt notice to the other Parties of any claim, action or proceeding arising under or in connection with the Medians, or the obligations of the Parties hereunder. Within 30 days of receipt of such notice, the Parties shall, within the scope of the obligations hereunder, determine the Party(ies) who's scope of obligation includes the claim, action or proceeding at issue (the "Indemnifying Party(ies)"). The Indemnifying Party(ies) shall indemnify the other Party(ies) and its (their) respective officers, directors, officials, and employees (the "Indemnified Party(ies)"), to the extent permitted by law, from and against: (1) any and all claims of or on behalf of any Person arising from any cause whatsoever in connection with the Medians, or the obligations of the Indemnifying Party(ies) hereunder; (2) any and all claims arising from any act or omission of the Indemnifying Party(ies) or any of its (their) agents, contractors, servants, employees, or licensees in connection with the Medians hereunder, or the obligations of the Indemnifying Party(ies) hereunder; and/or (3) all reasonable costs, counsel fees, expenses, or liabilities incurred in connection with any such claim or proceeding brought thereon, irrespective of whether or not any such Indemnified Party(ies) shall have been, in whole or part, solely or concurrently negligent in connection with any such claim. The Indemnified Party(ies) shall not be liable for any settlement of any such claim, action, or proceeding effected without their consent.

**ARTICLE 8**  
**ADDRESS AND NOTICE**

Any notice authorized or required by this Agreement to be given to or to be filed with either party shall be deemed to have been sufficiently given or filed for all purposes of this Agreement three (3) days after being sent by United States mail, postage prepaid, addressed as follows if to Association:

Pin Oak Village Homeowners' Association, Inc.  
c/o Crest Management  
PO Box 219320  
Houston, Texas 77218-9320  
Attention: Mr. Rudolph C. Ammer, CFP, President

with a copy to:

Mr. Stu Levin and Ms. Ashley E. Atwood  
Levin and Atwood, L.L.P.  
20501 Katy Freeway, Suite 217  
Katy, Texas 77450

and addressed as follows if to the District:

Fort Bend County Municipal Utility District No. 37  
c/o Johnson Radcliffe Petrov & Bobbitt PLLC  
1001 McKinney, Suite 1000  
Houston, Texas 77002  
Attention: Ms. Regina D. Adams  
Telephone: 713.237.1221  
Fax: 713.237.1313

and addressed as follows if to the County:

Fort Bend County  
301 Jackson  
Richmond, Texas 77469  
Attention: County Judge

with a copy to:

Commissioner Andy Meyers  
22333 Grand Corner Drive  
Katy, Texas 77494

**ARTICLE 9**  
**TERM**

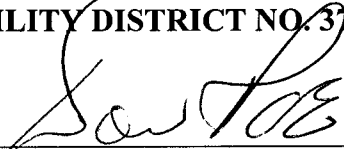
Unless previously terminated by the mutual consent of all the Parties, this Agreement shall continue in force and effect for a period of twenty (20) years from the date executed by the final party (the "Primary Term"), and shall continue in full force and effect from year to year after the Primary Term unless terminated by any Party upon least thirty (30) days advance written notice to the Parties.

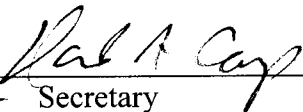
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IN WITNESS WHEREOF, this Agreement has been executed in multiple counterparts, each of equal dignity, as of the date and year first above written.

**FORT BEND COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 37**

ATTEST:

By:   
\_\_\_\_\_  
President

By:   
Ass't Secretary

**PIN OAK VILLAGE  
HOMEOWNERS' ASSOCIATION, INC.**


ATTEST:

By: Ray Matzel  
Secretary

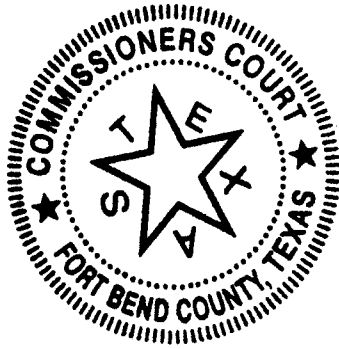
By: Rudolph C. Quinner  
President

**FORT BEND COUNTY**

ATTEST:

By:   
Dianne Wilson, County Clerk

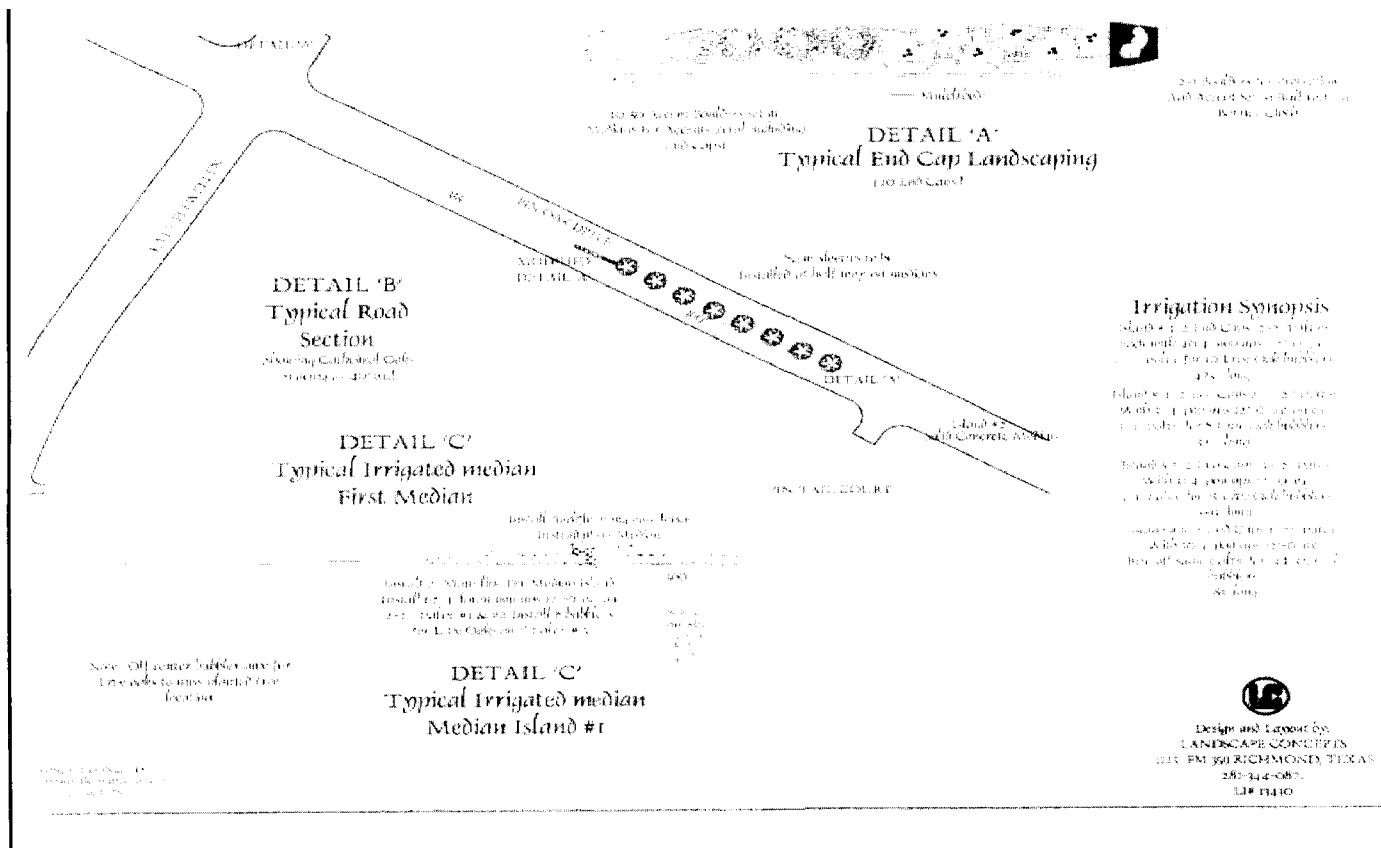
By:   
Robert E. Hebert, County Judge  
11-10-11



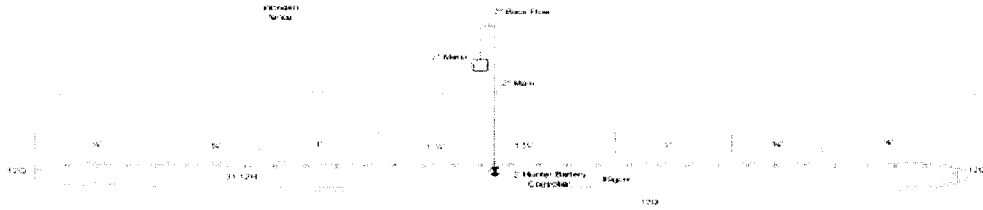




# EXHIBIT "B"



PIN OAK / GREENBUSH



TYPICAL MEDIAN STATION  
ISLAND # 1

(EACH STATION ON MEDIANS TO  
BE MODIFIED FOLLOWING THE  
PATTERN SET ABOVE)



THE STATE OF TEXAS  
LANDSCAPE ARCHITECTURE  
1100 WEST 19TH STREET, SUITE 1000, DALLAS, TEXAS 75201  
TEL: 214-343-1100 FAX: 214-343-1101  
WWW.LANDSCAPEARCHITECTS.COM

Design and Layout by  
LANDSCAPE ARCHITECTS  
1100 WEST 19TH STREET, SUITE 1000, DALLAS, TEXAS 75201  
TEL: 214-343-1100 FAX: 214-343-1101  
WWW.LANDSCAPEARCHITECTS.COM

**PIN OAK / GREENBUSH IRRIGATION SCHEMATIC:**

THE FOLLOWING IS A PARTIAL BREAKDOWN OF IRRIGATION MATERIALS FOR ONE VALVE INSTALLED IN THE ISLAND MEDIANS. THIS LIST DOES NOT INCLUDE COMMON PARTS OR FITTINGS.

1	HUNTER BATTERY CONTROLLER (4 STATION FOR EACH ISLAND)
1	BATTERY SOLENOID
32	PROS 4" (30 - 12H 2 - 12Q)
64	BLK 90'S
7	T 1 1/4 - 1/2 thread
8	T 1 - 3/4 "
6	T 3/4 - 3/8 "
10	T 1/2 - 3/8 "
2	3/4 - 1/2 reducer
2	1 - 3/4 reducer
2	1 1/4 - 1 reducer
110 ln ft	1/2" pipe
80 "	3/4" pipe
100 "	1" pipe
100 "	1 1/4" pipe
10 "	2" pipe
1	2" T
2	2" - 1 1/4" reducer

2" meter and 2" installed backflow by others

**BREAKDOWN FOR THE PIN OAK MEDIAN LANDSCAPING  
(ESTIMATED 10 END CAPS)**

(PREPARED BY LC INTERESTS, INC. ~~FOR~~ LANDSCAPE CONCEPTS)  
(THE COSTS SHOWN BELOW ARE WHOLESALE COSTS, NO  
LABOR HAS BEEN ADDED - LABOR TO BE PERFORMED BY THE COUNTY)

**END CAPS (10 TOTAL)  
DETAIL 'A' ON PLAN**

	MATERIAL	SIZE	TOTAL #	COST EA.	TOTAL
6	GRAPE MYRTLE	30 GALLON	60	\$ 188.80	\$ 11,328.00
	(INCLUDE 60 LN. FT. STEEL EDGING (600' TOTAL))				
3	EAGLESTEN HOLLY	30 GALLON	30	\$ 151.12	\$ 4,533.60
72-3	BOULDERS	500-800 LBS.	12-15	\$ 190.00	\$ 2,280.00
	(1000-1800 LBS PER END CAP)				
71	TON BULL ROCK WITH BARRIER CLOTH INSTALLED		10 TONS	\$ 125.00	\$ 1,250.00
25	CU. YDS. MIXED SOIL			\$ 35.00	\$ 875.00
20	CU. YDS. MULCH			BAGGED \$ 35.00	\$ 700.00

**CENTER MEDIANS LARGE TREES AND BOULDERS  
(FOR PIN OAK MEDIANS ONLY)**

44	CATHEDRAL LIVE OAKS	200 GALLON	@ \$ 495.00 ea.	\$ 21,780.00	
75-6	BOULDERS FOR ACCENTS	500-800 LBS.	25	\$ 140.00	\$ 3,500.00
	ALONG EACH MEDIAN				

**IRRIGATION FOR MEDIANS**

BATTERY OPERATED VALVES 11 - 2" VALVES (4" string) 5 - 1" valves  
(bubblers)

ESTIMATED COST OF IRRIGATION MATERIALS .....\$ 7,500.00

STAKING OF TREES: 13 PER LIVE OAK, 2 PER GRAPE MYRTLE AND 2 PER HOLLY!  
APPROX. COST FOR MATERIALS \$ 12.00 EACH TREE \$ 1,560.00  
(Edge stakes not treated)