

**GRAND MISSION MUNICIPAL UTILITY DISTRICT NO. 1
OF
FORT BEND COUNTY, TEXAS**

12 August 2013

Fort Bend County Road & Bridge Facility
c/o Fort Bend County
301 Jackson Street
Richmond, Texas 77469

Re: Agreement for Out-of-District Service

Gentlepersons:

RECEIVED
AUG 19 2013
ROAD & BRIDGE

Fort Bend County representatives (the "County") have requested that the Board of Directors of Grand Mission Municipal Utility District No. 1 (the "District") consider providing water and sanitary sewer service to the Fort Bend County Road & Bridge Facility (the "Tract") outside the boundaries of the District. The Tract is described more completely in the attached Exhibit "A."

The purpose of this agreement (the "Service Agreement") is to set forth the terms of service from the District to the Tract. This Service Agreement shall cover only the facilities and improvements proposed for the Tract at this time; if the County requires expanded services in the future, then the County will be required to apply to the District for such expanded service. Nothing in this Service Agreement shall be construed as a commitment of capacity beyond that required by the County at this time.

The District has agreed to provide water and wastewater service to the Tract and to the improvements now proposed for the Tract. The capacity required by the Tract and the improvements shall not substantially exceed 840 gallons of water per day and an appropriate amount of wastewater treatment capacity for such water usage, or an amount equal to two equivalent single-family connections on the Tract.

The District will provide service to the Tract under the following conditions:

1. The County will be responsible for costs associated with providing service to the Tract. These costs include, but are not limited to: (a) construction costs; (b) tap fees; (c) various inspection fees; (d) reasonable engineering fees incurred by the District; and (e) reasonable legal fees incurred by the District, so long as such engineering and legal fees are related solely to the County's request for service from

the District for the Tract. The County understands that no services will be provided until the tap fees are paid, including charges for engineering review of plans and charges from the District's attorney for preparation of this Service Agreement.

2. The County and the District agree that the lines that serve the Tract (excluding the service lines to be constructed within the boundaries of the Tract) will be owned and maintained by the District.

3. The County hereby represents that the Tract has met or will meet all applicable platting requirements of the City of Houston and the State of Texas.

4. The District will charge the County for service to the Tract at a rate equal to the rate charged to tax-exempt users within the District pursuant to the terms of the District's Rate Order, as amended from time to time at the District's sole discretion. In addition, the County must pay a security deposit equal to the estimated average monthly bill for service to the Tract, as determined by the District based on typical requirements for similar uses, such deposit to be held by the District to ensure prompt payment of all charges due. No interest will be allowed on the deposit.

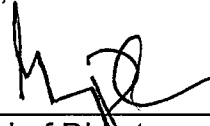
5. The District will charge monthly for service to the Tract. The County must pay such charges pursuant to the provisions of the Rate Order, as amended from time to time at the District's sole discretion, and penalties for nonpayment will be as provided in the Rate Order, including disconnection of services for nonpayment of charges due. In addition to the remedies set forth in the Rate Order, the District will have the right to pursue all legal means, including initiation of legal proceedings, to collect any delinquent amounts, together with interest thereon at the maximum legal rate, and attorney's fees incurred in the collection thereof, if the County fails to pay the amounts owed within thirty (30) days of the District's delivery of written notice of the delinquency to the County.

6. Water and sewer service to the Tract will be subject to the various rules and regulations adopted or to be adopted by the District, including but not limited to the provisions of the District's Consolidated Rate Order and Rules and Regulations, a copy of which has been provided to the County with this Service Agreement. These and all other rules and regulations of the District are subject to amendment from time to time at the District's sole discretion and in compliance with applicable law.

7. This Service Agreement is an agreement to serve only the facilities and improvements currently planned for the Tract. This Service Agreement will not apply to any other improvement to be located on the Tract, and any rights under this Service Agreement are not transferrable to any future owner of the Tract without the written consent of the Board of Directors of the District. If the Tract is ever used for a purpose other than the development described herein, or if any other provisions of this Service Agreement are breached, the District will have the right to discontinue service to the Tract, and the County will be responsible for finding alternative sources of such service for the Tract.

If the terms of this Service Agreement are acceptable to you, please so indicate by signing in the space provided below.

Very truly yours,

A handwritten signature in black ink, appearing to be 'H. J. D.', written over a horizontal line.

President, Board of Directors

AGREED TO AND ACCEPTED this 27 day of August, 2013,
including acknowledgement of receipt of the District's current Consolidated Rate Order,
which is subject to amendment and revision from time to time, at the sole discretion of
the Board of Directors of the District.

FORT BEND COUNTY

By:

Name: Robert E. Hebert

Title: County Judge

8-27-13

1590

202

METES AND BOUNDS DESCRIPTION
OF 3.0169 ACRE TRACT
PROPOSED FORT BEND COUNTY PRECINCT 3
MAINTENANCE BARN SITE)
IN THE L & G. N. R.R. CO.
SURVEY A-367
FORT BEND COUNTY, TEXAS

BEING A TRACT OF LAND CONTAINING 3.0169 ACRES, LOCATED IN THE L AND G. N. RAILROAD SURVEY A-367, FORT BEND COUNTY, TEXAS, BEING OUT OF A CALLED 1172.780 ACRE TRACT AS RECORDED IN VOLUME 1258, PAGE 521 OF THE FORT BEND COUNTY DEED RECORDS, SAID 3.0169 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 2 1/2-INCH IRON PIPE FOUND MARKING THE RECOGNIZED AND OCCUPIED NORTHEAST CORNER OF THE JOHN FREDERICK SURVEY, A-171, SAID 2 1/2-INCH IRON PIPE BEING LOCATED IN A NORTH LINE OF SAID 1172.780 ACRE TRACT;

THENCE, SOUTH 03 DEGREES 09 MINUTES 38 SECONDS EAST 4,049.94 FEET WITH THE EASTERLY LINE OF THE SAID JOHN FREDERICK SURVEY TO A POINT FOR CONNECTION;

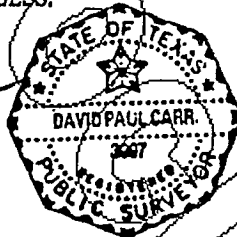
THENCE, NORTH 86 DEGREES 50 MINUTES 22 SECONDS EAST 1,321.92 FEET TO A 5/8-INCH IRON ROD SET MARKING THE MOST SOUTHWESTERLY CORNER AND "POINT OF BEGINNING" OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 14 DEGREES 29 MINUTES 10 SECONDS WEST 389.99 FEET TO A 5/8-INCH IRON ROD SET FOR THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 68 DEGREES 44 MINUTES 29 SECONDS EAST 830.37 FEET TO A 5/8-INCH IRON ROD SET FOR THE MOST EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 83 DEGREES 32 MINUTES 43 SECONDS WEST 680.63 FEET TO THE "POINT OF BEGINNING" AND CONTAINING 3.0169 ACRES OF LAND, MORE OR LESS.

David Paul Carr



JOB NO. 084-11
JUNE, 1984
M&B DISC 7

FILED

'85 JAN -7 P2:51

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS
I, hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded in
the volume and page of the named records of Fort Bend
County, Texas as stamped hereon by me on

JAN 9 1985



Dianne Wilson
County Clerk, Fort Bend Co., Tex.