

COST SHARING AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

PREAMBLE

This Cost Sharing Agreement (hereinafter the "Agreement") is entered into by and between Seven Meadows Community Association, Inc., (hereinafter the "Association") a Texas nonprofit corporation, and Fort Bend County Assistance District No. 10 (hereinafter the "CAD"), a political subdivision of the State of Texas (together, hereinafter the "Parties"), for the purpose of providing for sharing the cost of maintaining certain landscaping on and about certain public right of way.

RECITALS

WHEREAS the Association currently maintains approximately twenty-four (24) public roadway medians, identified by their Fort Bend County Appraisal District reference number on Exhibit "A", which is attached hereto and incorporated into this Agreement by reference (hereinafter the "Parcels"); and,

WHEREAS the Association has contracted with Mulch Matters, Inc., (hereinafter Mulch Matters") for mulching services to be performed on and for the Parcels; and,

WHEREAS the Association has contracted with Earthcare Management, Inc., (hereinafter "Earthcare") for landscaping services to be performed on and for the Parcels; and,

WHEREAS the total cost of these contracts to the Association is approximately one hundred and seventy-eight thousand, four-hundred and sixty-seven dollars (\$178,467.00); and,

WHEREAS these contracts provide a direct and substantial benefit to the CAD; and,

WHEREAS the Parties believe it is in their best interests, individually and together, to share the cost of the Earthcare contract, and the Mulch Matters contract referenced herein (together, hereinafter the "Contracts");

NOW THEREFORE, pursuant to the foregoing, and in consideration of the mutual covenants, promises, and obligations set forth herein, the Parties enter into this Cost Sharing Agreement, as follows:

AGREEMENT

1. The Parties acknowledge, warrant, understand, and agree, that the RECITALS above are true, accurate, and correct, and the Parties further acknowledge, warrant, understand, and agree, that said RECITALS are fully and completely incorporated into this Agreement.

2. The CAD covenants, warrants, and agrees to pay to the Association the amount of \$17,846.70, as follows:

- a. Upon the Association's receipt of invoice(s) calling for full payment of the Contracts, the Association shall, within fourteen (14) days of receipt of said invoices, transmit copies of said invoices to the CAD.
- b. The CAD shall make full payment to the Association within fourteen (14) days of the CAD's receipt of said invoices from the Association.

3. This Agreement shall not prohibit the Association from pursuing reimbursement from any third party who intentionally or negligently cause the need for maintenance, repair or replacement to the Parcels, regardless of the existence of insurance covering the same.

4. The Parties agree they enter into this Agreement based solely on the terms outlined herein, and agree there are no other terms, representations, understandings, promises, or guarantees, whether written or oral, between them. The Parties expressly warrant, agree, and represent that this Agreement represents the entire understanding of the Parties as to the subject matter of this Agreement, and that no promises, warranties, or covenants which are not herein expressed have been made to them in executing this Agreement, and that they are not relying upon any statement, inducement or representation of any party or any representative of any party in entering this Agreement except as expressly outlined herein.

5. This Agreement shall only be modified, amended, or terminated by a separate writing executed by both Parties.

6. The Parties understand and agree that this Agreement shall be governed by and subject to, the laws of the State of Texas.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their proper officers or duly authorized agents.

ACCEPTED AND AGREED:

SEVEN MEADOWS COMMUNITY ASSOCIATION, INC.

By: *Erica Slater* Date: 5/20/21

Print Name: Erica Slater Title: General Manager

ACCEPTED AND AGREED:

FORT BEND COUNTY ASSISTANCE DISTRICT NO. 10:

By: *KP George* Date: 7.6.2021

KP George, County Judge
County Judge KP George

ATTEST:

By: *Laura Richard*
Laura Richard, County Clerk



"EXHIBIT A"

Medians owned by FT Bend County but Maintained by Seven Meadows HOA
 Info from Ft Bend County Public Reference Map (FBC Engineering GIS)
<https://fbcgis.maps.arcgis.com> at 3-21-2021

PARCELS ON GASTON RD FROM FM 1003 TO LACEY OAK MEADOW

QUICKREFID	PROPNUMBER	LEGAL DESCRIPTION
R128008	0307-00-001-0035-914	0307 L A PATILLO, ACRES 2.6565, Part of Gaston Road ROW, Gaston Road STD From Willowleaf Garden Crossing to Legendary Lane
R150337	3715-01-000-0001-914	HICKORY CREEK SEC 1, ACRES 2.065, GASTON ROAD ROW, EXEMPT
R150338	3715-01-000-0002-914	HICKORY CREEK SEC 1, ACRES 2.7684, CANSFIELD WAY ROW, EXEMPT
R247512	0307-00-001-0094-914	0307 L A PATILLO, ACRES 0.5554, (PT) GASTON ROAD ROW, MEADOWBROOK FARMS OF FBC SEC 1 (IN FULSHEAR FIRE DIST #1), EXEMPT
R247527	0347-00-002-0016-914	0347 WILLIAMS & BALL, ACRES .1536, PT GASTON ROAD ROW, MEADOWBROOK FARMS OF FBC SEC 1, EXEMPT
R247529	0307-00-001-0072-914	0307 L A PATILLO, ACRES 0.1317, GASTON RD ROW, MEADOWBROOK FARMS OF FBC SEC 1
R275424	0307-00-001-0046-914	0307 L A PATILLO, ACRES 3.5564, "GASTON RD" ROW STREET DEDICATION
R289674	0307-00-001-0061-914	0307 L A PATILLO, ACRES 4.7709, (PT) OF ABANDONED GASTON RD R.O.W. BY FORT BEND CO
R321754	0347-00-002-0035-914	0347 WILLIAMS & BALL, ACRES 0.0967, Gaston Road ROW (N of Fry Rd), Fry Road At Seven Meadows Street Dedication
R321756	0347-00-002-0035-914	0347 WILLIAMS & BALL, ACRES 0.0659, Gaston Road ROW (S of Fry Rd), Fry Road At Seven Meadows Street Dedication
R330666	0347-00-002-0041-914	0347 WILLIAMS & BALL, ACRES 6.3358, Gaston Road ROW, Cinco West At Seven Meadows Gaston Road Street Dedication From Cinco Ranch Blvd To Fry RD
R347641	6780-15-000-0001-914	Seven Meadows Sec 15, ACRES 2.3545, Gaston Road ROW
R371912	0347-00-002-0055-914	0347 WILLIAMS & BALL, ACRES 1.5674, Part of Gaston Road ROW, Gaston Road STD From Willowleaf Garden Crossing to Legendary Lane
R371915	0347-00-002-0057-914	0347 WILLIAMS & BALL, ACRES 1.5599, Part of Gaston Road ROW, Gaston Road STD From Willowleaf Garden Crossing to Legendary Lane

PARCELS ON FRY RD FROM SEVEN MEADOWS PKWY TO KATY-GASTON RD

QUICKREFID	PROPNUMBER	LEGAL DESCRIPTION
R134289	0190-00-000-0098-914	0190 T HOBERMAKER, ACRES 1.8007, (Pt) Fry Road ROW In Grand Lakes MUD #4
R235391	0190-00-004-1000-914	0190 T HOBERMAKER, ACRES 0.1147, (PT OF 3.4242 AC TRACT), FRY RD ROW & UTILITY ESMT, EXEMPT
R134302	0190-00-000-0101-914	0190 T HOBERMAKER, ACRES 1.8541, PT FRY RD ROW IN CINCO MUD #14, EXEMPT
R213563	0190-00-000-0108-914	0190 T HOBERMAKER, ACRES 2.425, (Pt) Fry Road ROW (In EMS Dist 100)
R235390	0347-00-002-0025-914	0347 WILLIAMS & BALL, ACRES 3.3095, (PT OF 3.4242 AC TRACT), FRY RD ROW & UTILITY ESMT, EXEMPT
R134342	0190-00-000-0099-914	0190 T HOBERMAKER, ACRES 3.788, PT FRY RD ROW IN VIA RANCH MUD #2 (EXEMPT)
R321753	0347-00-002-0034-914	0347 WILLIAMS & BALL, ACRES 10.1984, Fry Road ROW, Fry Road At Seven Meadows Street Dedication
R134340	0190-00-000-0100-914	0190 T HOBERMAKER, ACRES 1.553, (PT) FRY RD ROW, EXEMPT

PARCELS ON SEVEN MEADOWS PKWY FROM FRY RD TO GASTON RD

QUICKREFID	PROPNUMBER	LEGAL DESCRIPTION
R275423	0307-00-001-0045-914	0307 L A PATILLO, ACRES 6.4829, SEVEN MEADOWS PARKWAY ROW, SEVEN MEADOWS PARKWAY AND RESERVES
R275417	0190-03-000-1015-914	0190 T HOBERMAKER, ACRES 3.8803, (PT) SEVEN MEADOWS PARKWAY ROW, SEVEN MEADOWS PARKWAY AND RESERVES - EXEMPT

ESTIMATE



ESTIMATE JR 2691

DATE:

3/3/2021

7M

Attn: Erica Slater

This is an ESTIMATE only.
Please approve and return for
work to be done.

Esplanades on Gaston, Fry & 7M Pkwy and 5' Setbacks off the Esplanades

Quantity	Description	Unit Price	Extended Price
	Esplanades on Gaston, Fry & 7M Pkwy and 5' Setbacks off the Esplanades		\$ -
1215	Seasonal Color-flats 3x per year	\$ 39.00	\$ 47,385.00
1	Post & Pre Emergents, Herbicides, Fertilizer, Insecticides, Fungicides & Ant Treatment	\$ 30,281.00	\$ 30,281.00
			\$ -
	NOTE: This cost is per year—total square footage is 795,000		\$ 77,667.00
			\$ -
			X .10
	10/90 Cost Share Program with Ft. Bend County, \$77,666 X 10% =		\$ 7,766.70
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

Approval
Signature _____



Estimate

Date	Estimate #
3/3/2021	479

Name / Address

Seven Meadows
 23610 Seven Meadows Pkwy
 Katy, TX 77494

Project

Description	Qty	Rate	Total
Mulch Blower Installation Upon request quote for Fry Rd, Gaston Rd, & Seven Meadows Parkway ALL Center Medians and Tree Rings based on the square footage the total 10% will be 280 yards	280	36.00	10,080.00
		Subtotal	\$10,080.00
		Sales Tax (8.25%)	\$0.00
		Total	\$10,080.00