



CONSENT TO ENCROACHMENT

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Consent to Encroachment (this "Consent") is entered into effective as of the date set forth below by and between **FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 130**, a political subdivision of the State of Texas (the "District"), and **GRAYSON LAKES COMMUNITY ASSOCIATION, INC.**, a Texas non-profit corporation ("GLCA").

RECITALS

- A. The District is the owner of that certain real property located in Fort Bend County, Texas, described in (i) that certain Special Warranty Deed (Detention Pond) dated August 8, 2003, and recorded in the Official Public Records of Fort Bend County, Texas, under Clerk's File No. 2003119361; and (ii) that certain Special Warranty Deed dated May 8, 2007, and recorded in the Official Public Records of Fort Bend County, Texas, under Clerk's File No. 2007064274 (collectively, the "District Property").
- B. GLCA is the owner of that certain real property located in Fort Bend County, Texas, described in (i) that certain Special Warranty Deed dated August 27, 2002, and recorded in the Official Public Records of Fort Bend County, Texas, under Clerk's File No. 2002103410; and (ii) that certain Special Warranty Deed (Country Lakes at Grayson Lakes Sections 4, 5, 6, 7, and 9), dated September 14, 2007, and recorded in the Official Public Records of Fort Bend County, Texas, under Clerk's File No. 2007118308 (the "GLCA Property").
- C. GLCA owns certain docks (the "Encroachments") within a portion of the District Property as described and shown on Exhibits A and B attached hereto (together, the "Exhibits"). GLCA is relying upon the Exhibits, the same having been prepared by or at the direction of the District, as accurately depicting the placement of the docks and walkways as drawn thereon as of the date of the execution of this Consent, and cannot attest to the accuracy of the placement and/or dimensions of the docks and walkways as no independent survey has been undertaken by GLCA. The District shall not require GLCA to submit a formal architectural application with respect to the docks and walkways.

- D. GLCA has requested that the District consent to the Encroachments into the District Property.
- E. The District has concluded that there are no known damages or costs with respect to the Encroachments being situated upon the District Property as of the date of this Consent and, further, has determined that the Encroachments do not require removal or relocation at this time.

AGREEMENTS

In consideration of the agreements set forth in this Consent, the District hereby consents to the Encroachments to be located within the District Property as shown on Exhibits A and B attached hereto upon the following terms and conditions:

1. The consent herein granted shall be limited to the installation, maintenance and use of the Encroachments within the District Property as shown on Exhibits A and B attached hereto and shall not apply to any other structures, encroachments, or improvements contemplated, allowed, owned, or operated by GLCA.
2. GLCA shall not alter, modify, or replace the Encroachments without the prior written consent of the District.
3. GLCA hereby represents and warrants to the District that GLCA is the sole owner of the GLCA Property and the Encroachments and has the right and authority to enter into this Consent.

Compliance with this Section 3 does not in any way relieve GLCA from any of GLCA's obligations or duties set forth in this Consent or GLCA's obligations or duties that are imposed by law or regulations. If the representation and warranty of GLCA contained in this Consent is not true, or if GLCA fails to comply with this Consent, the District may, at its option and in addition to any and all other rights or remedies available to the District at law or in equity, rescind this Consent and/or require GLCA, at GLCA's sole cost and expense, to alter, modify, lower, raise, change the size of, and/or remove some or all of the Encroachments from the District Property.

4. TO THE EXTENT ALLOWED BY LAW, IN CONSIDERATION OF THE CONSENT GRANTED BY THE DISTRICT TO GLCA AND IN CONSIDERATION OF THE USE OF A PORTION OF THE DISTRICT PROPERTY, GLCA HEREBY AGREES FOR ITSELF, ITS SUCCESSORS, AND ASSIGNS, TO RELEASE AND HOLD THE DISTRICT, ITS OFFICERS, DIRECTORS, CONSULTANTS, ATTORNEYS, ACCOUNTANTS, AND AGENTS, AND THEIR RESPECTIVE SUCCESSORS, AND

ASSIGNS (COLLECTIVELY, THE "INDEMNITEES"), HARMLESS FROM ALL LIABILITY FOR ANY DAMAGES OF ANY KIND OR NATURE TO THE ENCROACHMENTS, SPECIFICALLY INCLUDING LIABILITY ARISING FROM THE FAULT, NEGLIGENCE, ACT OR OMISSION OF AN INDEMNITEE, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY CONNECTED WITH THE EXISTENCE OF THE ENCROACHMENTS WITHIN THE DISTRICT PROPERTY OR THE LOCATION OF, OR ANY REPAIRS, MODIFICATIONS OR ADDITIONS TO, OR THE MALFUNCTIONING OF GLCA'S FACILITIES LOCATED WITHIN THE DISTRICT PROPERTY.

5. TO THE EXTENT ALLOWED BY LAW, GLCA FURTHER AGREES FOR ITSELF, ITS SUCCESSORS, AND ASSIGNS, TO BE RESPONSIBLE FOR, AND TO PROMPTLY PAY TO THE DISTRICT, ITS SUCCESSORS AND ASSIGNS, THE COST OF ANY REPAIRS, REPLACEMENTS, MODIFICATIONS, RELOCATIONS, IMPROVEMENTS OR ALTERATIONS TO THE DISTRICT PROPERTY ARISING FROM THE CONSTRUCTION OR EXISTENCE OF THE ENCROACHMENTS, INCLUDING, WITHOUT LIMITATION, ALL COSTS INCURRED TO RESTORE THE DISTRICT PROPERTY TO ITS EXISTING CONDITION FOLLOWING ANY SUCH ACTIVITIES.
6. TO THE EXTENT ALLOWED BY LAW, GLCA HEREBY BINDS ITSELF, ITS SUCCESSORS, AND ASSIGNS, TO DEFEND, INDEMNIFY AND HOLD THE INDEMNITEES HARMLESS FROM ALL COSTS, DAMAGES, LOSSES, LIABILITIES, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE AND NECESSARY ATTORNEYS' FEES AND COURT COSTS) INCURRED IN CONNECTION WITH CLAIMS FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO PROPERTY, OR FOR ANY AND ALL OTHER TYPES OF DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION, MAINTENANCE OR USE OF THE ENCROACHMENTS WITHIN OR WITHOUT THE DISTRICT PROPERTY, OR CLAIMS WHICH RESULT FROM STRICT LIABILITY IMPOSED UPON THE INDEMNITEES BY THE LAW, OR CLAIMS ARISING FROM INJURIES, DEATHS OR DAMAGES WHICH WOULD NOT HAVE OCCURRED BUT FOR THE PRESENCE OF THE ENCROACHMENTS, OR ANY CLAIMS RELATED TO WATER, STORM, OR OTHER DAMAGE TO THE ENCROACHMENTS; PROVIDED, HOWEVER, GLCA SHALL NOT BE OBLIGATED TO INDEMNIFY AN INDEMNITEE AGAINST DAMAGES TO THE EXTENT CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SUCH INDEMNITEE.
7. If determined by the District, in its sole discretion, that the use of the District Property by GLCA or its successors, and assigns, or the location of the Encroachments within the District Property prevents or hinders the District from using the District Property in accordance with applicable statutes, laws, rules, regulations, engineering, or other technical requirements, then the District, in its sole discretion, may either (a) by

written notice to GLCA, require GLCA, its successors, and assigns, at GLCA's sole cost and expense, to immediately alter, modify, lower, raise, change the size of, and/or remove some or all of the Encroachments within the District Property, or (b) alter, modify, lower, raise, change the size of, and/or remove some or all of the Encroachments within the District Property, in which event, GLCA, its successors and assigns, shall be obligated to reimburse the District for all costs incurred by the District to take such actions immediately upon demand. If the District elects to require GLCA, its successors, and assigns, to take such actions as set forth in (a) above, and GLCA, its successors, and assigns, fail to perform its obligations within the time period prescribed in the written notice from the District, the District may take such actions as are necessary to fulfill GLCA's obligations, and GLCA, its successors, and assigns, shall reimburse the District for all costs incurred by the District to perform such obligations immediately upon demand.

8. It is further expressly understood and agreed that the District's consent to the location of the Encroachments within the District Property shall remain in force and effect only so long as the Encroachments shall remain in use, and upon the removal, destruction, or cessation of use thereof, all rights hereunder shall cease and terminate.
9. No currently existing lienholder as to the GLCA Property (including, without limitation, any holder of a vendor's lien or right of prior title) shall be a beneficiary of this Consent unless and until such lienholder delivers a document in recordable form acceptable to the District wherein such lienholder agrees to be bound by all of the terms and conditions of this Consent.
10. This Consent shall not inure to the benefit of any property other than the GLCA Property and shall not inure to the benefit of any person other than GLCA, its successors, and assigns, that own the GLCA Property.
11. No waiver by the District of any breach or default of any term, condition, or provision of this Consent shall be deemed a waiver of any other or subsequent breaches or defaults of any kind, character, or description under any circumstance. No waiver of any breach or default of any term, condition, or provision of this Consent shall be implied from any action or non-action of the District, and any such waiver, to be effective, shall be set out in a written instrument signed by the District.
12. This Consent constitutes the entire agreement of the parties hereto with respect to its subject matter, and all prior agreements with respect thereto

are merged herein. This Consent shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

13. All exhibits attached to this Consent are made a part hereof by this reference, and incorporated herein for all purposes.
14. The prevailing party in any suit, action, or other proceeding instituted in connection with any controversy arising out of this Consent shall be entitled to recover its reasonable attorneys' fees from the other party.
15. Notwithstanding anything in this Consent to the contrary, in the event GLCA, its successors, and assigns, fail to comply with the terms hereof and/or interfere with the rights of the District as to the District Property, the District, in addition to any and all rights or remedies available to the District at law or in equity, shall be entitled to obtain restraining orders and injunctions (temporary or permanent) prohibiting any such failure and/or interference, and commanding compliance with the provisions of this Consent without the necessity of proof of inadequacy of legal remedies or irreparable harm, and without the need to post a bond.
16. This Consent may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument.

[Signature pages follow this page]

EFFECTIVE as of the date of acknowledgment of the District's execution below.

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 130

By: [Signature]
Name: Dan Smith
Title: President

ATTEST:

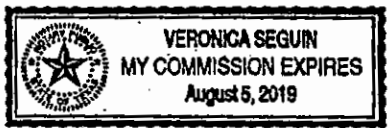
By: [Signature]
Name: Michael Rusk
Title: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 17th day of September, 2015, by Dan Smith, President and Michael Rusk, Secretary of the Board of Directors of FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 130, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

[Signature]
Notary Public, State of Texas



Agreed to and accepted by GLCA on behalf of itself, its successors, assigns and grantees, which acceptance shall constitute affirmative acceptance of all rights, privileges, liabilities and indemnifications contained herein, all as of the date of acknowledgment of the District's execution above.

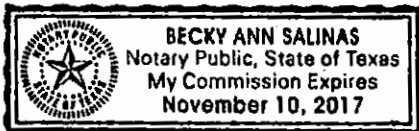
GRAYSON LAKES COMMUNITY ASSOCIATION, INC.

By: [Signature]
 Name: Lee McAdary
 Title: Board President

THE STATE OF TEXAS §
 §
 COUNTY OF Fort Bend §

This instrument was acknowledged before me on this 8th day of July, 2015, by Lee McAdary, President of GRAYSON LAKES COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

(NOTARY SEAL)



[Signature]
 Notary Public, State of Texas

Attachment:

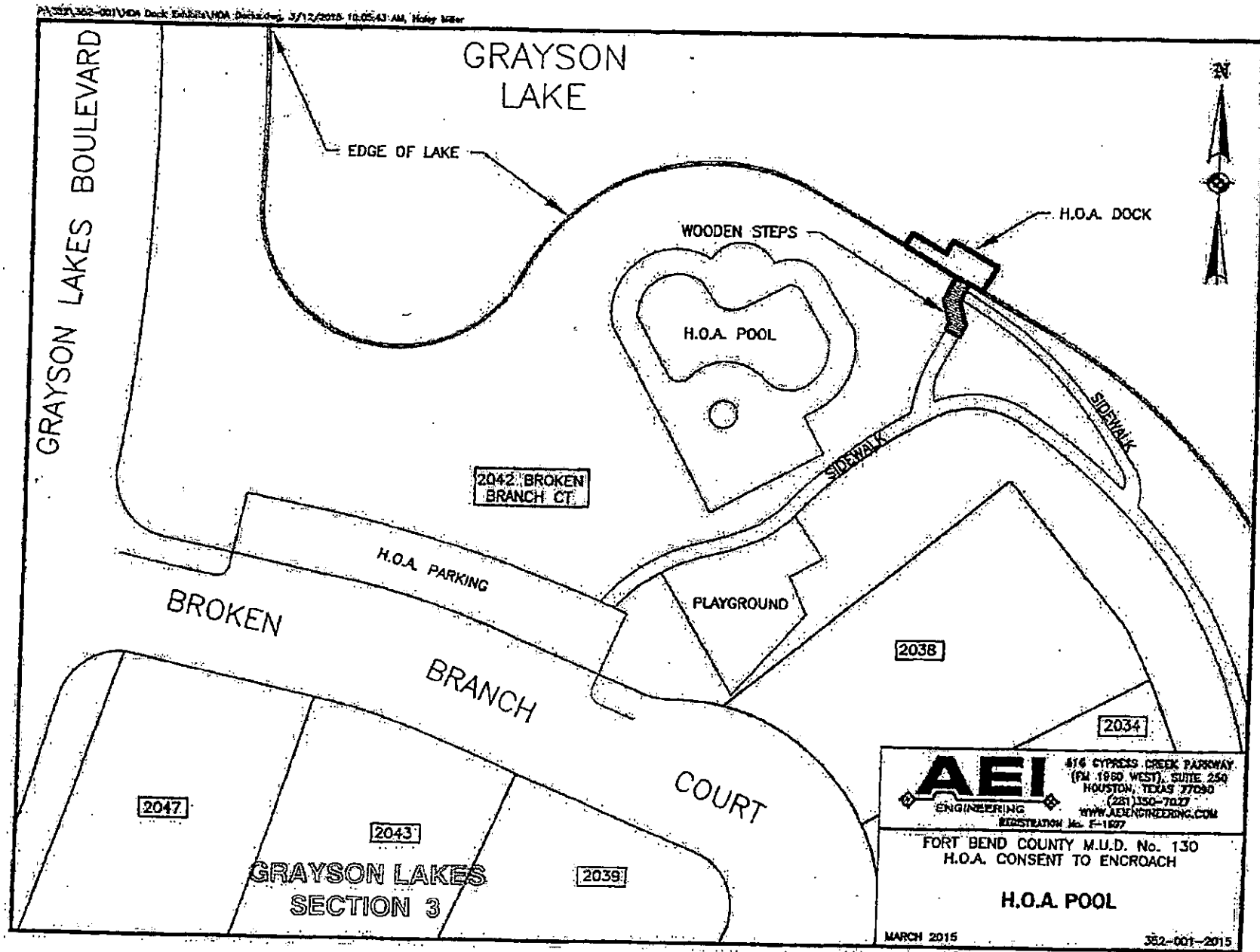
Exhibit A-- Drawing Showing Location of HOA Dock - Pool Encroachment

Exhibit B - Drawing Showing Location of HOA Dock - Park Encroachment

AFTER RECORDING, PLEASE RETURN TO:

Allen Boone Humphries Robinson LLP
Attention: Jeanette Harris
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

EXHIBIT A



PLAN 352-001 H.O.A. Dock Encroachment 3/12/2015 10:06:04 AM: Poley Miller

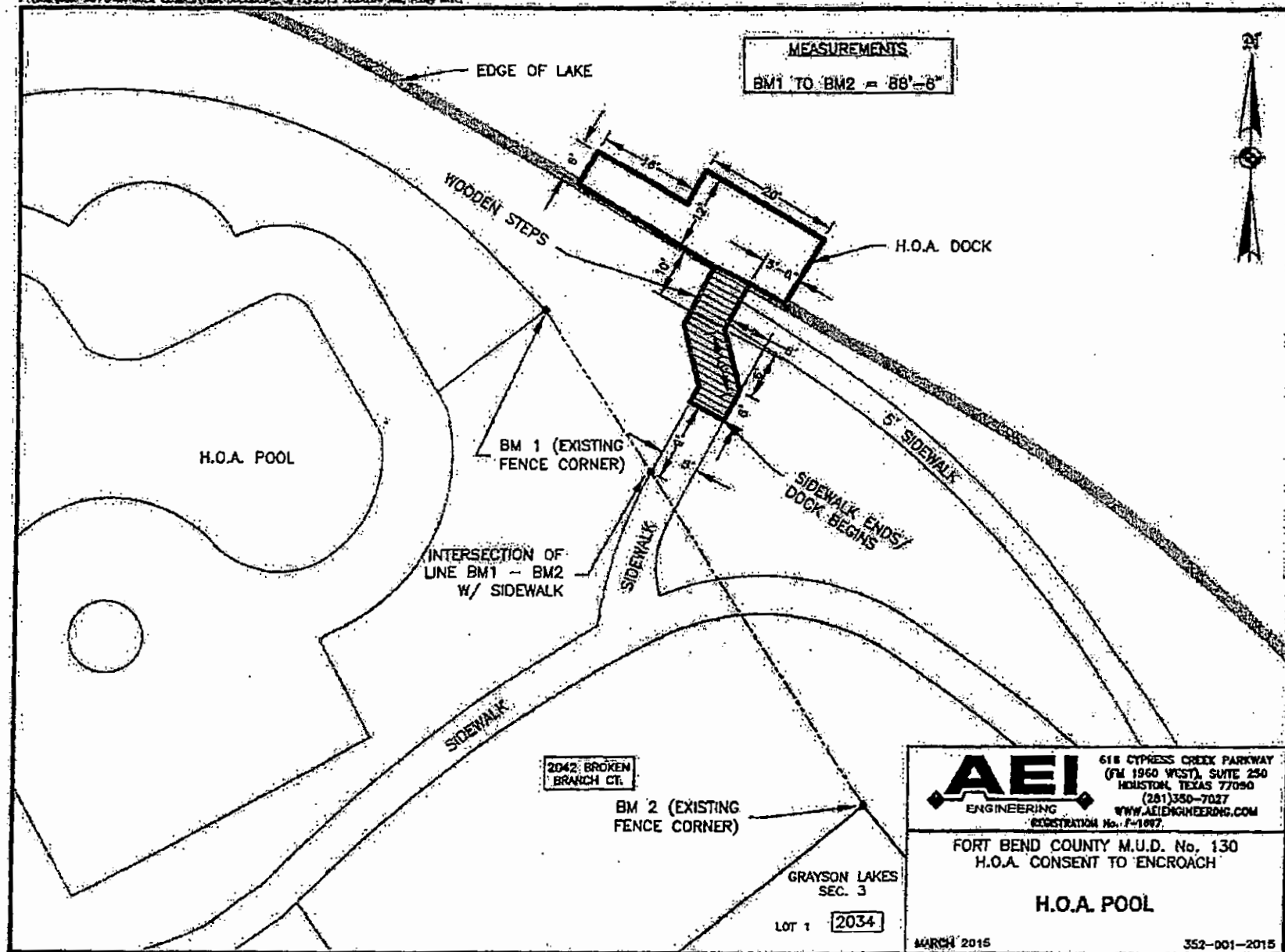


EXHIBIT B

