



# City of Sugar Land

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## City Council Minutes

Sugar Land City Hall  
2700 Town Center  
Boulevard North  
Sugar Land, TX 77479

**Tuesday, December 2, 2025**  
**City Council Meeting Minutes**  
**City Council Chamber**  
**5:30 PM**

### **I. Attention**

Members of the City Council, Board and/or Commission may participate in deliberations of posted agenda items through video conferencing means. A quorum of the City Council, Board and/or Commission will be physically present at the above-stated location, and said location is open to the public. Audio/Video of open deliberations will be available for the public to hear/view; and are recorded as per the Texas Open Meetings Act.

The meeting will live stream at <https://www.sugarlandtx.gov/1238/SLTV-16-Live-Video> or <https://www.youtube.com/user/SugarLandTXgov/live>. Sugar Land Comcast/Xfinity Cable Subscribers can also tune-in on Channel 16.

### **II. Call to Order**

#### **QUORUM PRESENT**

Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Sanjay Singhal, Jim Vonderhaar, and Carol McCutcheon were present.

### **III. Invocation**

Council Member Stewart Jacobson

### **IV. Pledges of Allegiance**

Council Member Stewart Jacobson

### **V. Recognition**

A. SCENIC CITY PLATINUM CERTIFICATION AWARD  
**Henry Vavrecka, Right of Way Services Manager**

B. SHAYLA LEE  
INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION  
EARLY CAREER LEADERSHIP AWARD IN MEMORY OF WILLIAM  
H. HANSELL, JR.  
**Michelle McCrimmon, Assistant City Manager**

### **VI. Public Comment**

Pursuant to Texas Government Code section 551.007, citizens are permitted to address the City Council, Board and/or Commission in person with regard to matters posted for consideration on the agenda. Each speaker must complete a "Request to Speak" form and give it to the City Secretary or designee, prior to the beginning of the meeting.

Each speaker is limited to 3 minutes, speakers requiring a translator will have 6 minutes, regardless of the

number of agenda items to be addressed. Comments or discussion by City Council, Board, and/or Commission members, will only be made at the time the subject is scheduled for consideration.

For questions or assistance, please contact the Office of the City Secretary (281) 275-2730.

The following members of the public addressed the Council:

- Cara Cox, Duncan Cox, Taylor Higgs, Maggie Johnson, and Kevin Edelbrock spoke in favor of agenda item 9B.
- Leon Anhaizer and John Lucey spoke in opposition to agenda item 9B.
- Dean Hrbacek and Aiza Mohammed spoke in favor of agenda item 8A.

## **VII. Consent Agenda**

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

### **A. MINUTES**

Consideration of and action on the approval of the minutes of the November 18, 2025, meeting.

**Linda Mendenhall, City Clerk**

A motion to **Approve consent agenda items A through H.**, was made by Suzanne Whatley and seconded by Rick Miller, the motion **Passed**.

Ayes: Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Sanjay Singhal, Jim Vonderhaar, Carol McCutcheon

### **B. INTERLOCAL AGREEMENT WITH FORT BEND SUBSIDENCE DISTRICT**

Consideration of and action on authorization of a Interlocal Agreement with the Fort Bend Subsidence District, in the amount of \$79,990.00, for the Water Conservation Education Program sponsorship.

**Margo Williams, Water Resources Manager**

### **C. CONTRACT WITH TROJAN TECHNOLOGIES CORPORATION**

Consideration of and action on authorizing execution of a goods and services contract with Trojan Technologies Corp. in the amount of \$679,953.42 for replacement of all Rack #3 and Rack #4 membrane filter modules and authorization of a Budget Amendment in the amount of \$679,953.42 to expenditures.

**David Whittemore, Assistant Director of Utilities**

### **D. Consideration of and action on CITY OF SUGAR LAND RESOLUTION NO. 25-54: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED.**

**Jing Xiao, Director of Finance**

- E. Consideration of and action on the **CITY OF SUGAR LAND RESOLUTION NO. 25-50**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, EVIDENCING THE CITY'S CONSENT TO THE ANNEXATION OF 323.9 ACRES OF LAND INTO FORT BEND MUNICIPAL UTILITY DISTRICT NO. 269A, IN ACCORDANCE WITH THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH PULTE HOMES OF TEXAS, L.P. AND THE TEXAS WATER CODE.  
**Meredith Riede, City Attorney**
- F. **SECOND CONSIDERATION**: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2365**: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ABANDONING A PORTION OF THE SARTARTIA ROAD RIGHT-OF-WAY.  
**Bryan Norton, Real Property Manager**
- G. **SECOND CONSIDERATION**: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2389**: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS ADOPTING REVISED FOOD ESTABLISHMENT AND INSPECTIONS FEES BY AMENDING CHAPTER 2, ARTICLE V, DIVISION 4, SECTION 2-136(B) (FOOD ESTABLISHMENTS AND INSPECTIONS) OF THE CODE OF ORDINANCES, AND OTHER MATTERS RELATED THERETO.  
**Nicole Guevara, Assistant Director of Neighborhood Services**
- H. **SECOND CONSIDERATION**: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2393**: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS AMENDING PROVISIONS OF CHAPTER 3, ARTICLE IV (FOOD AND FOOD SERVICES) OF THE CODE OF ORDINANCES BY ADOPTING THE UPDATED FDA FOOD CODE, MAKING RELATED AMENDMENTS THERETO, AND REVISING REGULATIONS RELATING TO FOOD ESTABLISHMENTS.  
**Nicole Guevara, Assistant Director of Neighborhood Services**

## **VIII. Contracts and Agreements**

A. **INTERLOCAL AGREEMENT WITH FORT BEND COUNTY FOR DUHACSEK PARK**

Consideration of and action on the agreement between the City of Sugar Land and Fort Bend County for Duhacsek Park.

**Kimberly Terrell, Interim Director of Communications**

Kimberly Terrell, Interim Director of Communications, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve the Interlocal Agreement with Fort Bend County for Duhacsek Park**, was made by Suzanne Whatley and seconded by Sanjay Singhal; the motion **Passed**.

Ayes: Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Sanjay Singhal, Jim Vonderhaar, Carol McCutcheon

**B. CONTRACT WITH R & B GROUP INCORPORATED**

Consideration of and action on a construction contract with R & B Group Incorporated for the rehabilitation of Lift Station 48 and installation of a 16-inch force main, as part of CIP CWW2301, in the amount of \$6,004,810.95.

**Jonathan Braun, Assistant City Engineer**

Jonathan Braun, Assistant City Engineer, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve a contract with R & B Group Incorporated**, was made by Sanjay Singhal and seconded by Rick Miller; the motion **Passed**.

Ayes: Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Sanjay Singhal, Jim Vonderhaar, Carol McCutcheon

**IX. Ordinances and Resolutions**

- A. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-38: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ADOPTING A CITY COUNCIL POLICY FOR A GREAT HOMES UPDATE ECONOMIC DEVELOPMENT PROGRAM; AND REPEALING RESOLUTION NO. 24-44.**

**Ana Rodriguez, Community Development Coordinator**

Ana Rodriguez, Community Development Coordinator, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve Resolution No. 25-38**, was made by Suzanne Whatley and seconded by Stewart Jacobson; the motion **Passed**.

Ayes: Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Sanjay Singhal, Jim Vonderhaar, Carol McCutcheon

- B. **SECOND CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2380: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, GRANTING A CONDITIONAL USE PERMIT FOR A PRIVATE SCHOOL (LOGOS PREPARATORY ACADEMY) LOCATED AT 800 BROOKS STREET AND 802 BROOKS STREET WITHIN A BUSINESS OFFICE (B-O) ZONING DISTRICT.**

**Jessica Echols, Senior Planner**

Jessica Echols, Senior Planner, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve the second reading of Ordinance No. 2380**, was made by Suzanne Whatley and seconded by Jim Vonderhaar; the motion **Passed**.

Ayes: Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Sanjay Singhal, Jim Vonderhaar, Carol McCutcheon

- C. **FIRST CONSIDERATION:** Consideration of an action on **CITY OF SUGAR LAND ORDINANCE NO. 2396:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING PROVISIONS IN CHAPTER 5 RELATED TO STOPPING, STANDING, AND PARKING OF VEHICLES; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.  
**Nicole Guevara, Assistant Director of Neighborhood Services**

Nicole Guevara, Assistant Director of Neighborhood Services, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve the first reading of Ordinance No. 2396**, was made by Rick Miller and seconded by Sanjay Singhal; the motion **Passed**.

Ayes: Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Sanjay Singhal, Jim Vonderhaar, Carol McCutcheon

- D. **FIRST CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE 2397:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING CHAPTER 4 OF THE LAND DEVELOPMENT CODE BY AMENDING SIGN REGULATIONS RELATED TO POLITICAL SIGNS.

**Nicole Guevara, Assistant Director of Neighborhood Services**

Nicole Guevara, Assistant Director of Neighborhood Services, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve the first reading of Ordinance No. 2397**, was made by Jim Vonderhaar and seconded by Sanjay Singhal; the motion **Passed**.

Ayes: Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Sanjay Singhal, Jim Vonderhaar, Carol McCutcheon

- E. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-51:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, CASTING VOTES FOR THE FORT BEND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS FOR THE 2026 TO 2029 TERM OF OFFICE.

**Jing Xiao, Director of Finance**

Jing Xiao, Director of Finance, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve Resolution No. 25-51**, was made by Carol McCutcheon and seconded by Rick Miller; the motion **Passed**.

Ayes: Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Sanjay Singhal, Jim Vonderhaar, Carol McCutcheon

## **X. City Council and City Manager Reports**

In accordance with Texas Government Code section 551.0415, City Council Members and the City Manager may provide reports on items of community interest. No action, consideration or discussion will occur regarding these reports.

Mayor McCutcheon and the City Council gave comments and reported on events and activities

attended. Michael Goodrum, City Manager, gave comments and reported on events and activities attended.

## **XI. Closed Executive Session**

RECESS: Mayor McCutcheon recessed the meeting into closed executive session at 7:13 p.m.

- A. Closed Executive Session as authorized by Chapter 551, Texas Government Code in accordance with:

**Section 551.087 Deliberation Regarding Economic Development Negotiations:**

For the purpose of deliberation regarding the offer of a financial or other incentive to a business prospect the City seeks to have locate, stay, or expand in or near the City.

**Jennifer Alexander, Business Development Manager, Alba Penate-Johnson, Assistant Director of Economic Development**

- B. Closed Executive Session as authorized by Chapter 551, Texas Government Code in accordance with:

**Section 551.074 Personnel Matters:**

For the purpose of discussion with respect to the Municipal Court Judge annual performance evaluation.

**Carol McCutcheon, Mayor**

- C. Closed Executive Session as authorized by Chapter 551, Texas Government Code in accordance with:

**Section 551.074 Personnel Matters:**

For the purpose of discussion with respect to the City Manager annual performance evaluation.

**Carol McCutcheon, Mayor**

## **XII. Adjournment**

No further business was discussed. Mayor McCutcheon adjourned the meeting at 7:13 p.m.

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**Linda Mendenhall, City Clerk**





# City of Sugar Land

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## City Council Minutes

Sugar Land City Hall  
2700 Town Center  
Boulevard North  
Sugar Land, TX 77479

**Tuesday, November 18, 2025**  
**City Council Meeting Minutes**  
**City Council Chamber**  
**5:30 PM**

### **I. Attention**

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### **II. Call to Order**

#### **QUORUM PRESENT**

Suzanne Whatley, Robert Boettcher, Rick Miller, Jim Vonderhaar, and Carol McCutcheon were present. Stewart Jacobson and Sanjay Singhal attended the meeting virtually.

### **III. Invocation**

Council Member Jim Vonderhaar

### **IV. Pledges of Allegiance**

Council Member Jim Vonderhaar

### **V. Recognition**

#### **A. SUGAR LAND SUGARNAUTS RECOGNITION**

**Briana Williams, Assistant Director of Parks & Recreation**

### **VI. Public Comment**

Pursuant to Texas Government Code section 551.007, citizens are permitted to address the City Council, Board and/or Commission in person with regard to matters posted for consideration on the agenda. Each speaker must complete a "Request to Speak" form and give it to the City Secretary or designee, prior to the beginning of the meeting.

Each speaker is limited to 3 minutes, speakers requiring a translator will have 6 minutes, regardless of the number of agenda items to be addressed. Comments or discussion by City Council, Board, and/or Commission members, will only be made at the time the subject is scheduled for consideration.

For questions or assistance, please contact the Office of the City Secretary (281) 275-2730.

No members of the public addressed the Council.

## **VII. Consent Agenda**

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

### **A. MINUTES**

Consideration of and action on the approval of the minutes of the November 4, 2025 meeting.

**Linda Mendenhall, City Clerk**

A motion to **Approve the consent agenda items A through F** , was made by Suzanne Whatley and seconded by Robert Boettcher; the motion **Passed**.

Ayes: Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Sanjay Singhal, Jim Vonderhaar, Carol McCutcheon

### **B. CONTRACT WITH CIGNA HEALTH AND LIFE INSURANCE COMPANY**

Consideration of and action on authorization of a contract with CIGNA Health and Life Insurance Company, in the amount of \$1,883,288.00, for the period January 1, 2026 through December 31, 2026, for stop loss coverage for the City's self-funded group medical plans.

**Paula J. Kutchka, Director of People & Culture**

### **C. CONTRACT WITH STRIPES AND STOP COMPANY INC.**

Consideration of and action on the authorization of a contract with Stripes and Stops Company, Inc. for Pavement Marking Services in the amount of \$300,000 for the first year, with up to four (4) automatic one-year renewals, for a total contract amount not to exceed \$1,500,000.

**James Turner, City Traffic Engineer**

### **D. CONTRACT WITH FORT BEND COUNTY**

Consideration of and action on authorization of an Interlocal Project Agreement with Fort Bend County for the milling and overlay rehabilitation of Cabrera Drive, with the City funding materials in an amount not to exceed \$50,000.

**Ryon Bell, Streets and Drainage Manager**

### **E. SECOND CONSIDERATION: Consideration of and action on CITY OF SUGAR LAND ORDINANCE NO. 2392: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING CHAPTER 2 OF THE LAND DEVELOPMENT CODE BY AMENDING SECTION 2-92 TO SIMPLIFY THE MAXIMUM HEIGHT REQUIREMENT FOR THE NEIGHBORHOOD BUSINESS (B-1) ZONING DISTRICT.**

**Emily Ercius, Planner I**

- F. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-52**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ACCEPTING THE CI-BYRNE STATE CRISIS INTERVENTION GRANT PROGRAM FROM THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE, THROUGH THE TEXAS OFFICE OF THE GOVERNOR – CRIMINAL JUSTICE DIVISION (CJD); DESIGNATING THE CITY MANAGER AS AUTHORIZED GRANT OFFICIAL TO EXECUTE GRANT RELATED DOCUMENTS TO ACCEPT, REJECT OR TERMINATE THE GRANT; AND APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF THE GRANT AWARD TO EXPENDITURES AND REVENUES FROM THE GRANT.

**Gregory Suter, Police Captain - Staff Services Bureau**

### **VIII. Contracts and Agreements**

A. **CONTRACT WITH LONGHORN EXCAVATORS, INC.**

Consideration of and action on authorization of a construction contract with Longhorn Excavators, Inc. in the amount of \$19,967,739.00 for CIP CDR2301 Oyster Creek Diversion Channel and Detention Facilities, including regional floodplain mitigation and detention improvements in the Tract 2 area.

**Robert Wilson, Assistant City Engineer**

Robert Wilson, Assistant City Engineer, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve a construction contract with Longhorn Excavators, Inc. in the amount of \$19,967,739.00** , was made by Suzanne Whatley and seconded by Rick Miller; the motion **Passed**.

Ayes: Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Sanjay Singhal, Jim Vonderhaar, Carol McCutcheon

B. **INTERLOCAL AGREEMENT WITH FORT BEND COUNTY**

Consideration of and action on approval of an Interlocal Agreement with Fort Bend County to accept \$56,012,500 in County Mobility Bond funds for eligible projects within Sugar Land's 2023 Mobility Bond Program and authorize the City Manager to oversee project delivery and administration.

**Jonathan Braun, Assistant City Engineer**

Jonathan Braun, Assistant City Engineer, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve Interlocal Agreement with Fort Bend County**, was made by Robert Boettcher and seconded by Jim Vonderhaar; the motion **Passed**.

Ayes: Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Sanjay Singhal, Jim Vonderhaar, Carol McCutcheon

C. **CONTRACT WITH URBANO ARCHITECTS**

Consideration of and action on authorization of a professional services contract with

Urbano Architects in the amount of \$496,000.00 for the design of exterior preservation improvements to the Imperial Char House, CMU2509.

**Robert Wilson, Assistant City Engineer**

Robert Wilson, Assistant City Engineer, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve a professional services contract with Urbano Architects in the amount of \$496,000.00**, was made by Suzanne Whatley and seconded by Stewart Jacobson; the motion **Passed**.

Ayes: Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Sanjay Singhal, Jim Vonderhaar, Carol McCutcheon

## **IX. Ordinances and Resolutions**

- A. Consideration of and action on: **CITY OF SUGAR LAND RESOLUTION NO. 25-27**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, DETERMINING THAT THE CONSTRUCTION MANAGER-AT-RISK PROCUREMENT METHOD PROVIDES THE BEST VALUE FOR THE MOTHBALLING PRESERVATION WORK FOR THE IMPERIAL CHAR HOUSE.

**Robert Wilson, Assistant City Engineer**

Robert Wilson, Assistant City Engineer, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve Resolution No. 25-27**, was made by Rick Miller and seconded by Jim Vonderhaar; the motion **Passed**.

Ayes: Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Sanjay Singhal, Jim Vonderhaar, Carol McCutcheon

- B. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-53**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ADOPTING THE CITY OF SUGAR LAND 2025-2027 STRATEGIC ACTION PLAN UPDATE; AND REPEALING RESOLUTION NO. 25-14.

**Shayla Lee, Director of Strategic & Government Affairs**

Shayla Lee, Director of Strategic & Government Affairs, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve Resolution No. 25-53**, was made by Stewart Jacobson and seconded by Jim Vonderhaar; the motion **Passed**.

Ayes: Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Sanjay Singhal, Jim Vonderhaar, Carol McCutcheon

## **X. Workshop**

A. **SPACE COWBOYS 2025 ANNUAL REPORT**

Review of and discussion on the 2025 Space Cowboys season and Constellation Field Annual Report.

**Garrett Greene, Manager, Broadcasting and Media Relations - Constellation Field, Ana Rodriguez, Community Development Coordinator**

Ana Rodriguez, Community Development Coordinator, introduced Garrett Greene. Garrett Greene, Manager, Broadcasting and Media Relations- Constellation Field, gave a presentation, made comments, and answered questions from the Council.

B. **SIDEWALK MOBILITY MANAGEMENT PROGRAM**

Review of and discussion on the proposed Sidewalk Mobility Management Program.

**Ray Song, Engineering Manager, Keisha Seals, Assistant Director of Public Works**

Keisha Seals, Assistant Director of Public Works, and Ray Song, Engineering Manager, gave a presentation, made comments, and answered questions from the Council.

C. **REVIEW OF PROPOSED COMMUNITY EXPO PLAN OF ACTION**

Review of and discussion on the proposed Community Expo Plan supporting the City's 2025-2027 Strategic Action Plan.

**Briana Williams, Assistant Director of Parks & Recreation, Sabrina Abdulla, Director of Customer Experience**

William Hajdik, Interim Director of Parks & Recreation, introduced Briana Williams. Briana Williams, Assistant Director of Parks & Recreation, gave a presentation, made comments, and answered questions from the Council.

**XI. City Council and City Manager Reports**

In accordance with Texas Government Code section 551.0415, City Council Members and the City Manager may provide reports on items of community interest. No action, consideration or discussion will occur regarding these reports.

Mayor McCutcheon and the City Council gave comments and reported on events and activities attended. Michael Goodrum, City Manager, gave comments and reported on events and activities attended.

**XII. Adjournment**

A motion to **Adjourn at 7:16 p.m.**, was made by Sanjay Singhal and seconded by Carol McCutcheon; the motion **Passed**.

Ayes: Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Sanjay Singhal, Jim Vonderhaar, Carol McCutcheon

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**Linda Mendenhall, City Clerk**



## **INTERLOCAL AND LEASE AGREEMENT REGARDING DUHACSEK PARK**

This Interlocal and Lease Agreement (the "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between FORT BEND COUNTY, TEXAS ("County"), a body corporate and politic, acting by and through its Commissioners Court, and the City of Sugar Land, Texas ("Sugar Land"), a municipal corporation and home-rule city, acting by and through its City Council. The County and Sugar Land may be referred to collectively herein as the "Parties" or individually as a "Party."

### **RECITALS**

WHEREAS, Sugar Land is the owner of a 49.9595-acre park generally known as Duhacsek Park ("Park"), located at 17034 Old Richmond Road, Sugar Land, Texas, and as further described in Exhibit A; and

WHEREAS, Sugar Land acquired ownership of the Park pursuant to a Trust Agreement created by the Walter W. and Virginia W. Duhacsek Charitable Remainder Unitrust and transferred to Sugar Land pursuant to a Special Warranty Deed dated April 23, 2001 and recorded as file 2001035179 in the Fort Bend County Real Property records; and

WHEREAS, Sugar Land has designated and used the Park as a public park and recreation area; and

WHEREAS, development on the tract is restricted by covenants ("Restricted Covenants"); and

WHEREAS, the Parties have discussed mutual goals regarding the construction and operation of permanent improvements in the Park in a manner consistent with the Restricted Covenants and appropriate for the use and enjoyment of residents of Sugar Land and Fort Bend County; and,

WHEREAS, Fort Bend County is willing to operate and maintain the Park and to implement the construction of permanent improvements in the Park, and Sugar Land is willing to make the land comprising the Park (saving and excepting the land subject to an existing lease with Municipal Utility District 41) available to Fort Bend County for such purposes, and

WHEREAS, the County approved a Parks bond in the amount of \$10,431,250.00, with \$9.2 million allocated for Duhacsek Park and \$1.1 million for the Gannoway Lake Park

located in Sugar Land for design and construction of park facilities; and

WHEREAS, Sugar Land and the County believe it is in their best interests to enter into this Agreement to facilitate improvements and increase usage of the Park for the citizens of Fort Bend County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Parties agree as follows:

**AGREEMENT**  
**ARTICLE I.**  
**LEASE, RENT, TERM, RESERVATION OF RIGHTS**

1.01. Effective Date. This Agreement shall become effective as of the latest date on the Parties execute this Agreement.

1.02. Lease. Sugar Land hereby leases the Park to the County to establish, provide, maintain, construct, equip and operate park or recreational facilities appropriate for the use and enjoyment of residents of Sugar Land and Fort Bend County and consistent with the covenants contained in the Special Warranty Deed attached as Exhibit A and incorporated herein.

1.03. No Interest in Land. It is expressly understood that aside from the Lease, Sugar Land is not granting the County any franchise, easement, or other interest in the land comprising the Park notwithstanding any contrary inference contained herein or elsewhere.

1.04. Annual Rent Payment. The County will pay Sugar Land \$10 annually for the Lease of the Park.

1.05. Term. The Parties understand and agree that Sugar Land is granting a Lease to the Park for the purposes described in Article II for a period of fifty (50) years commencing on the Effective Date of this Agreement. Subject to approval of Sugar Land's City Council, the County has the option to renew this Agreement for additional renewal terms of twenty-five (25) years by giving Sugar Land written notice of renewal not less than fifteen (15) months before the last day of the initial Term. The initial term and the renewal term(s) are collectively referred to as the "Term".

1.06. Park Name. The County shall not change the name of the Park without the prior written consent of Sugar Land's Director of Parks and Recreation Department ("Parks Director"). Both Sugar Land and the County will be included on any signage and promotions of the Park.

1.07. No impairment of existing lease with MUD 41. Sugar Land has an existing lease with Municipal Utility District 41 for the park property located across Red Gulley from the main Park property. This Agreement is subordinate to the existing lease, and the County agrees not to take any action, authorize any use, construction, or activity on that property that would interfere with or violate the terms of Sugar Land's lease with the Municipal Utility District 41.

1.08. Reservation of Rights. Based upon availability, Sugar Land reserves the right to schedule use of the Park, or a portion thereof, at no cost to Sugar Land, provided that Sugar Land coordinates such activities seven days in advance with the County.

## **ARTICLE II. RIGHT OF ENTRY AND PERMITTED USES**

2.01. Right of Entry. Sugar Land authorizes the County and its authorized contractors to enter the Park to establish, provide, maintain, construct, equip and operate park or recreational facilities appropriate for the use and enjoyment of residents of Sugar Land and Fort Bend County and consistent with the Restricted Covenants.

2.02. Permitted Uses. The Park may be used only as a park and for purposes which are consistent with its enjoyment by the public and the Restricted Covenants and include:

- a. Multipurpose lighted sports fields;
- b. Lighted parking lot;
- c. Picnic areas;
- d. Walking trails;
- e. Dog park section;
- f. Boardwalk;
- g. Pedestrian bridge;
- h. Monument sign;
- i. Restrooms;
- j. Landscape and irrigation;
- k. Detention Pond; and
- l. Grading

2.03. Prohibition of other uses. The County may not use the Park, or a portion thereof, for any purpose other than as set forth in this Agreement.

2.04. Park House. In addition to the Restricted Covenants on the Park, the County is prohibited from demolishing the homestead ("House"). With written permission from the Parks Director, the County may remodel the House for use as a park office, recreation facility, or public meeting space.

### **ARTICLE III. EXISTING UTILITIES**

3.01. Water/Wastewater. Water and wastewater service is provided to the Park by Municipal Utility District 41. Sugar Land will provide notice to Municipal Utility District 41 of this Agreement and cause all billing invoices to be directed to the County. From the Effective date and thereafter until this Agreement is terminated, County will be responsible for payment of water and wastewater services.

3.02. Electrical Utility Service. Electrical utility service is provided to the Park by CenterPoint Energy Sugar Land will provide notice to CenterPoint Energy of this Agreement and cause all billing invoices to be directed to the County. From the Effective date of this Agreement and thereafter until this Agreement is terminated, the County will be responsible for payment of electrical services. In the event that the County desires to switch electrical utility providers, the County will provide Sugar Land with thirty (30) days' notice.

3.03. Propane. The heater and a number of appliances at the house are powered by propane. The County will be responsible for the cost of propane and refilling the tanks as needed.

### **ARTICLE IV. OPERATION, CONTROL, AND FUNDING**

4.01. Operation and Control of the Park. During the Term of this Agreement, the County will exclusively manage, operate, control and supervise the Park. The County will operate the Park according to the County's park rules and regulations provided that such rules do not conflict with the Restricted Covenants. Sugar Land reserves the right to inspect the Park upon reasonable notice to verify compliance with this Agreement and the Restricted Covenants.

4.02. Compliance with Regulations. The County will maintain the Park during the Term of this Agreement in a safe condition in compliance with the Restricted Covenants, the Americans with Disabilities Act; the Texas Architectural Barriers Act, Chapter 469 of the TEXAS GOVERNMENT CODE; the Texas Accessibility Standards; and other relevant state and federal statutes and regulations. The County shall not deny any person use of the Park because of race, creed, national origin, religion, color, sex, sexual orientation or gender identity. The County shall provide that Sugar Land residents have the use of all amenities of

the Park on an equal basis with other County residents.

4.03. Funding. During the Term of this Agreement, the County is responsible for and shall pay any and all costs and expenses associated with the maintenance and operation of the Park.

4.04. Tree Preservation. The County must receive written permission from City prior to removing any living tree in the Park over six (6) inches in diameter as measured at breast height (DBH). All trimming of Pecan trees must be performed under the guidance and supervision of a certified arborist.

4.05. Emergency Repairs. The County will take responsible action to promptly repair and mitigate any damage or condition at the Park and provide Sugar Land with written notice of such emergency repair within 3 business days of making the repair. The County will also include emergency repairs in the annual report required by section 4.06.

4.06. Maintenance and Repair Annual Report. The County will provide an annual maintenance report to Sugar Land.

## **ARTICLE V. MASTERPLAN AND IMPROVEMENTS**

5.01. Masterplan. Within one (1) year from the Effective Date of this Agreement, the County will develop and submit a masterplan for the Park to Sugar Land for approval by Sugar Land's city council. Such masterplan will include public input, including input from the City of Sugar Land, and property owners sharing a fenceline with the Park.

5.02. Improvements. The Parks Director will have the right, but not the obligation, to review each construction contract for any renovations or enhancements to existing facilities or for new permanent improvements to the Park prior to execution by the County and the respective contractor and such approval(s) will not be unreasonably withheld or delayed. Pursuant to the terms of this Agreement, the County will bear the full cost of construction, including architectural and engineering fees, and other professional fees, related to permanent improvements to the Park. The County will be solely responsible for providing for the management of each construction contract and the payment to each contractor. Prior to commencement of the construction of permanent improvements to the Park, the County will provide the Parks Director with evidence of the availability of funds for the total construction and construction management costs of the permanent improvements to the Park. The County will verify that Sugar Land is listed as a third-party beneficiary on the construction contracts between the County and contractors working on the permanent improvements to the Park. The Parks Director has the right, but not the obligation, to review all work in progress as well as to inspect the permanent improvements to the Park following completion. In the event that the Parks Director identifies material variations from the approved plans for the permanent improvements, or damages to other portions of the Park, the County agrees to cause the

appropriate contractor or have the County's own personnel and equipment to make any necessary adjustments or repair any such damage or material variation. The County further agrees that it will require each contractor to provide performance and payment bonds for the construction of permanent improvements to the Park. This section 5.02 shall only apply to the construction of permanent improvements to the Park costing in excess of \$500,000.00.

5.03. Permits for Work. The County, its contractors and subcontractors, will be responsible for all permits required for any construction in the Park and all consents required to be obtained from any applicable governmental agency. Sugar Land, as owner of the land comprising the Park, agrees to cooperate fully in the County's applications for such permits and consents.

## **ARTICLE VI. DEFAULT, TERMINATION, AND IMPROVEMENTS**

6.01. Default. If, at any time during the term of this Agreement, the County (i) fails to operate and/or maintain the Park for the purposes stated in this Agreement for a period of ninety (90) continuous days, (ii) fails to maintain the Park to at least a level of maintenance comparable to the level currently maintain by Sugar Land, or (iii) defaults under any other provision of this Agreement, Sugar Land will provide the County written notice of such default, specifying in detail the future of the default. The County will have sixty (60) days after receipt of the written notice to commence cure of the default. In the event the County fails to commence cure of the default within the sixty (60) day period, or to thereafter reasonably prosecute the cure to completion, the sole and exclusive remedy of Sugar Land is to terminate this Agreement. There shall not be an event of default under subsection (i) above during the time of construction of permanent improvements in the Park and to the extent that such construction interferes with the use of part or all of the Park.

6.02. Termination. This Agreement may only be terminated (i) by 365 days prior written notice of termination by the County to Sugar Land, (ii) upon mutual agreement of Sugar Land and the County, or (iii) upon ten (10) days prior written notice by Sugar Land to the County upon an uncured event of default under Section 6.01.

6.03. Ownership of Improvements at Expiration of Term. Upon the expiration of the Term(s) of this Agreement or in the event this Agreement is terminated pursuant to this Article, any and all improvements to the Park by the County will become the property of Sugar Land at no cost or expense to Sugar Land and the management, operation, and control of the Park will become the sole responsibility of Sugar Land.

**ARTICLE VII.**  
**FACILITY RENTAL AND REVENUE SHARING**

7.01. Facility Rentals. The County will be responsible for rental reservation services for all facilities and improvements at the Park.

7.02. Rental Revenues. All revenues generated from fees, rentals or concessions will be used exclusively for the support, maintenance and improvement of Park facilities.

7.03. Other Revenues. If the County develops or operates a revenue generating function or enters into an agreement with a third-party that develops or operates a revenue generating function at the Park, the County will remit to Sugar Land 5% of the gross rental revenue.

7.04. Existing Rental Agreements. All existing rental agreements for the Park will terminate as of the Effective Date of this Agreement.

**ARTICLE VIII.**  
**SECURITY**

8.01. Security. Access control, policing and security will be provided by the County utilizing the County's Sheriff's Department or Precinct 3 Constables.

8.02. Notification of Major Incidents. The County will notify Sugar Land within twenty-four (24) hours of a major security event at the Park. Such event shall also be included in the County's annual report to Sugar Land.

8.03. Coordination. The County will coordinate with Sugar Land to develop emergency protocols, regulations for special events, and any incident that might require a joint response.

8.04. Locks and gate codes. The County may change locks to the facilities and gate codes. Within twenty-four (24) hours of such change, the County must provide Sugar Land with a copy of the new lock or gate code.

**ARTICLE IX.**  
**RELEASE, INDEMNIFICATION, AND INSURANCE**

9.01. Release. To the extent permitted by the constitution and laws of the State of Texas, Sugar Land and the County, their successors and assigns hereby release, relinquish, and discharge each other, their predecessors, successors, assigns, legal representatives, and their former, present, and future agents, employees, and officers from any liability to each other as a result of the joint or concurrent negligence of any Party that results in any injury, including death or damage to persons or property, where such damage is sustained in connection with the Park or rights or duties under this Agreement.

9.02. INDEMNIFICATION. THE COUNTY WILL REQUIRE EACH CONTRACTOR PERFORMING DEMOLITION, CONSTRUCTION, OR MAINTENANCE WORK THAT CONTRACTS DIRECTLY WITH THE COUNTY (COLLECTIVELY, "CONTRACTOR") UTILIZED IN CONNECTION WITH THIS AGREEMENT TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS SUGAR LAND, ITS EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES FROM ANY AND ALL THIRD PARTY CLAIMS, DEMANDS AND LIABILITY, INCLUDING DEFENSE COSTS RELATING IN ANY WAY TO DAMAGES, CLAIMS, OR FINES ARISING BY REASON OF OR IN CONNECTION WITH CONTRACTOR'S NEGLIGENCE OR OTHER ACTIONABLE PERFORMANCE OR OMISSION OF THE CONTRACTOR IN CONNECTION WITH OR DURING THE PERFORMANCE OF ITS DUTIES IN CONNECTION WITH THE PARK. THE COUNTY WILL REQUIRE EACH CONTRACTOR TO MAINTAIN THIS INDEMNITY DURING THE PERFORMANCE OF SUCH CONTRACTOR'S WORK AND UP TO THE DATE OF THE COUNTY'S ACCEPTANCE OF SUCH WORK. THE COUNTY WILL REQUIRE CONTRACTOR TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS SUGAR LAND FROM ALL CLAIMS, ALLEGATIONS, FINES, DEMANDS AND DAMAGES RELATING IN ANY WAY TO THE SOLE, JOINT AND/OR CONCURRENT NEGLIGENCE OF SUGAR LAND, AND CONTRACTOR, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

9.03. Insurance. The County will require all third-party contractors, subcontractors, and vendors (collectively, the "Contractor") who perform work or provide services at the Park to maintain such levels of insurance as are customary for the size and kind of work or services to be provided. All insurance policies, except workers compensation, must name Sugar Land

as an additional insured. All such contracts must contain an agreement that the Contractor will notify the County in writing not less than thirty (30) days before any reduction in coverage or cancellation of any policy, which will be forwarded by the County to Sugar Land within five days of receipt.

## **ARTICLE X. NOTICES**

10.01. Each Party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

10.02. Each Party giving a Notice shall address the Notice to the receiving Party at the address listed below or to another address designated by a Party in a Notice pursuant to this Section:

|                 |                                                                                                        |
|-----------------|--------------------------------------------------------------------------------------------------------|
| City:           | City of Sugar Land<br>Director of Parks and Recreation<br>P.O. Box 110<br>Sugar Land, Texas 77478-110  |
| With a copy to: | City of Sugar Land<br>City Manager<br>P.O. Box 110<br>Sugar Land, Texas 77478-110                      |
| County:         | Fort Bend County Parks and Recreation<br>Attn: Director<br>301 Jackson Street<br>Richmond, Texas 77469 |
| With a copy to: | Fort Bend County<br>Attn: County Judge 401 Jackson Street<br>Richmond, Texas 77469                     |

10.03. A Notice is effective only if the Party giving or making the Notice has complied with subsections 10.01 and 10.02 and if the addressee has received the Notice. A Notice is deemed received as follows:

10.03.01. If the Notice is delivered in person or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

10.03.02. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

## **SECTION XI. MISCELLANEOUS**

11.01. Information Sharing. The County shall promptly provide Sugar Land with a copy of all reports submitted by third-party contractors through the County to the Texas Commission on Environmental Quality ("TCEQ") pertaining to the Park.

11.02. No Partnership. Nothing contained in this Agreement shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that neither any provisions contained in this Agreement, nor any acts of the Parties shall be deemed to create any relationship between the Parties other than the contractual relationship established under this Agreement.

11.03. Captions. The captions used here are for convenience only and do not limit or amplify the provisions in this Agreement.

11.04. Recitals. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

11.05. Entire Agreement; Amendment. This Agreement contains the entire agreement between the Parties, and no agreement shall be effective to change, modify, or terminate Agreement, in whole or in part, unless such agreement is in writing and duly signed by the

Parties.

11.06. Venue. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The Parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive either Party's sovereign immunity.

11.07. Severability. If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the Parties.

11.08. Assignment. This Agreement cannot be assigned by either Party.

IN WITNESS WHEREOF, the Parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last Party hereto.

**CITY OF SUGAR LAND, TEXAS**

**FORT BEND COUNTY, TEXAS**

\_\_\_\_\_  
Carol K. McCutcheon, Mayor  
ATTEST:

\_\_\_\_\_  
K.P. George, County Judge

\_\_\_\_\_  
Linda Mendenhall, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Meredith Riede, City Attorney

**AUDITOR'S CERTIFICATION**

I hereby certify that fund are available in the amount of \$\_\_\_\_\_ to pay the obligation of Fort Bend County under and within the foregoing Agreement.

\_\_\_\_\_

Robert Ed Sturdivant, County Auditor  
EXHIBIT A: Special Warranty Deed, file FBC 2001035179

**EXHIBIT A**  
**Special Warranty Deed**

FBC 2001035179 5 PGS

013811.0

**SPECIAL WARRANTY DEED**

SCANNED

THE STATE OF TEXAS    §  
                                      §  
COUNTY OF FORT BEND   §

**Grantor:**       Virginia W. Duhacsek, Individually and as Trustee of the Walter W. and Virginia W. Duhacsek Charitable Remainder Unitrust

***Grantor's Mailing Address (including county):***

16900 Lexington Blvd., #1133  
Sugar Land, TX 77479  
Fort Bend County, Texas

**Grantee:**       City of Sugar Land

***Grantee's Mailing Address (including county):***

11405 Corporate Drive  
P. O. Box 110  
Sugar Land, TX 77487-0110  
Fort Bend County, Texas

***Consideration:***

The sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed.

***Property (including any improvements):***

That one certain 49.9595 acres in the M. M. Battle League, Abstract 9, Fort Bend County, Texas, being described in the following documents:

- (a) 42.9 acres of land in Deed from Clifton C. Mills, et ux, to Walter W. Duhacsek, et ux, recorded May 10, 1951, in Volume 279, Page 481, Deed Records of Fort Bend County, Texas.
- (b) 1.126 acres of land in Deed from R. J. Voss, et ux, to Walter W. Duhacsek, et ux, recorded May 28, 1958, in Volume 378, Page 274, Deed Records of Fort Bend County, Texas.

Pl.  
Cinderis

# DUHACSEK PARK PLANNING CONTACTS

BOY SCOUTS - TOMAHAWK DISTRICT - SUGAR LAND  
TERRY TAYLOR - 713 - 756-3360  
ROBERT BLACK, DIST. DIRECTOR - 713 - 756-3345  
MAIN OFFICE - 713 - 659-8111

RESTROOMS  
OPEN PAVILIONS  
AIR CONDITIONED BLDG.  
STORAGE FACILITY  
GROUP SIZES - SINGLE TROOP TO 750

FT. BEND I.S.D. - Pull CHRIS INTO THIS  
MR. LAMAR COLEMAN - 281 - 634-1262  
DIRECTOR OF AG. SCIENCES

LANDSCAPE DESIGN & CONST.  
FFA  
FLORAL DESIGN  
ETC.

REFORESTATION  
PROJECT

YMCA - CHARLIE MEYER - FT. BEND YMCA - 281 - 499-9622

RESTROOMS  
SHADE3 STRUCTURES  
A/C BLDG.  
ROPE COURSE  
CLIMBING WALLS  
POND  
POOL  
GROUP SIZE - 150 TO 350

MUD ?

- (c) 12.002 acres of land in Deed from Annic Knowles Wallas, et vir, and Oscar Knowles, et ux, to Walter W. Duhacsek, recorded September 7, 1961, in Volume 418, Page 243, Deed Records of Fort Bend County, Texas,

being 56.0280 acres of land, SAVE AND EXCEPT the following tracts or parcels of land:

- (a) 2.548 acres of land in Deed from Walter W. Duhacsek, et ux, to R. J. Voss, recorded May 26, 1958, in Volume 378, Page 276, Deed Records of Fort Bend County, Texas.
- (b) 1.4584 acres of land in Deed from Walter W. Duhacsek, et ux, to Fort Bend County Drainage District, recorded November 7, 1956, in Volume 356, Page 456, Deed Records of Fort Bend County, Texas.
- (c) 2.0621 acres of land from Walter W. Duhacsek, et ux, to Fort Bend County Municipal Utility District No. 41, per condemnation proceedings dated February 5, 1985, pursuant to Final Judgment dated November 16, 1988, and Writ of Possession dated February 18, 1985, filed of record under File No. 6826 of the Real Property Records of Fort Bend County, Texas.

The net exceptions from the Deed total 6.0685 acres, leaving 49.9595 acres of land, more or less.

***Reservations from and Exceptions to Conveyance and Warranty:***

This conveyance is subject to all covenants, conditions, restrictions, reservations and encumbrances and all other matters of record in the herein referenced county, to the extent they are currently in force and effect and currently affect the herein described Property and to all charges, obligations and continuing liens securing the payment of any property assessment of record in the herein referenced county, to the extent the same are applicable to and enforceable against the Property, and further subject to all laws, rules and regulations of any governmental authority insofar as the same are valid as to and affect the Property.

Conveyance of this Property is subject to the following covenants, which shall be deemed covenants running with the Property:

- (a) The Property shall be held by Grantee and operated as a public park. The park may be operated as an "active park" including the installation of streets, lights, athletic fields, picnic facilities, concession stands, buildings and other improvements to the park land.
- (b) Grantee may construct such improvements as it shall deem reasonably necessary for purposes of its operation of the Property as a public park; provided, Grantee shall make every effort to leave intact all healthy pecan trees located on the Property. No pecan tree measuring less than twelve inches (12") in diameter from a point six feet (6') above the ground shall be removed, unless

it is deemed by a tree expert to be diseased or hazardous to the safety of park occupants. Grantee may remove or replant any other tree on the Property, at Grantee's discretion.

(c) If at any time Grantee should cease to use the Property for the purposes herein defined, any relative of Grantor may direct that the Property be conveyed to some other organization which qualifies as a charity in accordance with the provisions of Sections 170(b)(1)(A), 170(c), 2055(a) and 2522(a) of the Internal Revenue Code of 1986, as amended, from time to time, or any successor legislation thereto. Any Grantee of the Property shall continue to use the Property as a park (including, where applicable, as an "active park" as herein defined).

(d) Notwithstanding any other provision hereof to the contrary, Grantee may hold the Property in an "inactive position," prohibiting access thereto by members of the public, until Grantee is in a position to develop the park for public use; if the Property is held in an inactive position for more than three (3) years from date of execution of this Deed, it will be presumed that Grantee does not intend to use the Property for the charitable purpose herein defined, authorizing any relative of Grantor to direct that the Property be conveyed to some other organization which qualifies as a charity, as herein defined.

(e) Grantee has agreed that it will not destroy the residence previously occupied by Grantor and located on the Property, but such residence may be altered or remodeled for some use such as utilization as a park office, a recreational facility or a meeting room for members of the public, or public organizations. Notwithstanding this provision, however, should, at any time in the future, the residence be deemed to be unsafe for occupancy of constitute a safety or health hazard, the residence may be demolished or removed from the Property.

(f) Grantee acknowledges that Grantor has claimed an agricultural exemption for state property tax purposes. Grantee will use Grantee's best efforts to insure that there will be no assessment of additional tax under the provisions of Section 23.46 of the Texas Tax Code (the so-called "Rollback Tax Provision"). To the extent any tax authority having jurisdiction over the Property attempts to assess a rollback tax, Grantee will indemnify Grantor from any such additional rollback tax.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular, the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, legal representatives, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, legal representatives and successors to WARRANT AND FOREVER DEFEND, all and singular, the property to Grantee and Grantee's heirs, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

The reservations from and exceptions to conveyance and warranty of this Deed shall be covenants running with the Property and shall be binding on Grantee and Grantee's heirs, legal representatives, successors and assigns.

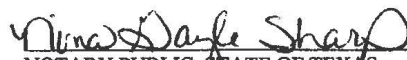
When the context requires, singular nouns and pronouns include the plural.

Ad valorem taxes for calendar year 2001 and all subsequent years are assumed by Grantee.  
EXECUTED this 23<sup>rd</sup> day of April, 2001.

  
VIRGINIA W. DUHACSEK, Individually and as  
Trustee of the Walter W. and Virginia W. Duhacsek  
Charitable Remainder Unitrust

THE STATE OF TEXAS   §  
                                          §  
COUNTY OF Harris   §

This instrument was acknowledged before me on this the 23<sup>rd</sup> day of April, 2001, by VIRGINIA DUHACSEK, Individually and as Trustee of the Walter W. and Virginia W. Duhacsek Charitable Remainder Unitrust, in the capacity therein stated.

  
NOTARY PUBLIC, STATE OF TEXAS

