

**CAPITAL DONATION AGREEMENT BETWEEN  
THE CITY OF SUGAR LAND  
AND THE GEORGE FOUNDATION**

This Agreement is made between the **CITY OF SUGAR LAND** (“City”) and **THE GEORGE FOUNDATION** (“Donor”).

**RECITALS:**

**WHEREAS**, the City is authorized under Resolution 06-44 to accept assets, land, and cash donation from a private individual, institution, organization, or other outside sources that are capital, physical, and enduring in nature, provide long-term, added value to the City, and achieve a stated objective of the City; and

**WHEREAS**, the Donor is a 501(c)(3) organization that owns certain property and desires to donate such property to the City through a donation special warranty deed, attached hereto as Exhibit A (the “Deed”), for no benefit or gain to the Donor; and

**WHEREAS**, this capital donation is being made for the use and benefit of the citizens of the City; and

**WHEREAS**, the City expresses its appreciation to the Donor and accepts the donation as provided in this Capital Donation Agreement; and

**WHEREAS**, the City determines that acceptance of the donation will provide a significant benefit to the public;

**NOW THEREFORE**, the City and Donor agree as follows:

**AGREEMENT:**

1. The recitals set forth above are adopted and incorporated into this Agreement.

2. **Definitions.** In this Agreement:

*Agreement* means this Capital Donation Agreement, the donation of which is being made for the use and benefit of the citizens of the City.

*City* means the City of Sugar Land, Texas.

*Donor* means The George Foundation.

*Effective Date* means the latest of the dates this Agreement is signed by the City and the Donor.

*Property* means the 125.753 acres of real property located in the Henry Jones League, Abstract 39, Fort Bend County, Texas, as described in Exhibit "B", attached hereto and incorporated herein by reference.

3. **Term and Termination.** This Agreement is effective on the Effective Date and terminates on the date that the Donor transfers possession, title and interest in the Property to the City according to the terms under this Agreement.

4. **Donation and Acceptance.** The Donor agrees to donate and transfer possession, title and interest in the Property to the City as set forth in Exhibit "A," and the City agrees to receive and accept from the Donor, the Donor's right, title and interest in the Property as set forth in Exhibit "A." The total value of the donated Property is \$310,000.00. The Donor requires an executed copy of the Grant Contract, attached hereto as Exhibit C, which outlines reporting requirements, in order to maintain adherence to IRS guidelines.

5. **Representations and Acknowledgements.** The Donor represents and warrants that it owns and has legal title to the Property to be donated. The Donor represents and warrants that, to Donor's knowledge, there are currently no liens or claims against the Property. If a lien is recorded on the title or if there are claims against the Property, the Donor agrees to use commercially reasonable efforts to obtain all necessary releases from the appropriate parties prior to transferring the Property to the City. The Donor acknowledges that it will not receive any payment as a result of this Agreement. The Donor acknowledges that the City's acceptance of the donation does not bind the City to a course of action or promise of performance other than what is explicitly set forth in the terms of the Deed. The Donor acknowledges that there is no official relationship between the Donor and the City.

6. **Transfer to City.** The Donor agrees to transfer possession, title and interest in the Property as described in Exhibit "A" to the City within thirty (30) days from the Effective Date. The Donor agrees to execute and provide to the City all necessary forms, applications, affidavits and any supporting documents to transfer title and interest. The City will file the appropriate documents to transfer title from the Donor to the City and will pay the required fees.

#### 7. **Miscellaneous.**

a. Law Governing and Venue. This Agreement is governed by the law of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Agreement will be exclusively in Fort Bend County, Texas.

b. Notices. Any notice required to be given by one party to another party must be given in writing addressed to the party to be notified at the address set forth below. Notice may be (a) delivered in person, (b) deposited in the U. S. Mail, certified or registered, return receipt requested, postage prepaid, or (c) deposited with Federal Express or another nationally recognized courier service for next day delivery, or (d) sent by facsimile with confirming copy sent by mail. Notice deposited in the U.S. Mail is deemed effective on the date of deposit. Notice given in any other manner is effective when received by the party to be notified. For

the purposes of notice, the addresses of the parties, until changed by given notice to the other as provided herein, is as follows:

City: City of Sugar Land  
Attn: City Manager  
2700 Town Center Blvd., North  
Sugar Land, Texas 77479

Donor: The George Foundation  
215 Morton Street  
Richmond, Texas 77469

c. Assignment. This Agreement cannot be assigned.

d. Severability. If any one or more of the provisions contained herein for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement and this Agreement will be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

e. Entire Agreement. This Agreement, including the Deed and Grant Contract attached hereto, represents the entire agreement between the City and Donor and supersedes all prior promises, consideration, conditions, negotiations, representations, or written or oral agreements respecting to the subject of this Agreement. No oral statements, representations or agreements other than this Agreement will have any force or effect, and the parties agree that they will not rely on any representations or agreements other than those contained in this Agreement.

f. Survival. All representations and acknowledgments will survive the termination of this Agreement.

g. Further Assurances. Either party, upon the request of the other party, will execute and deliver any additional documents and instruments as the other party may reasonably deem appropriate to carry out the terms and conditions of this Agreement, provided that such additional documents and instruments are consistent with the terms and conditions of this Agreement.

h. Compliance with Laws. The parties agree to conduct all activities under this Agreement in accordance with all federal, state and local laws, statutes, ordinances, rules, regulations, standards, directives and with the orders and decrees of any courts, or administrative bodies or tribunals in effect or promulgated during the term of this Agreement.

i. Dispute Resolution Procedures. If either party disputes any matter relating to this Agreement, the parties agree to try in good faith, before commencing any legal action, to settle

the dispute between the parties or before a third-party mediator, who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

j. Attorney's Fees. Should a party to this Agreement bring suit against the other party for any matter relating to this Agreement, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.


k. Amendments. This Agreement cannot be modified without the consent of the parties. Amendments to this Agreement must be in writing and executed by both parties. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in local, state or federal law or regulations, are automatically incorporated without written amendment and will become effective on the date designated by such law or regulation.

**CITY OF SUGAR LAND**

\_\_\_\_\_  
Michael W. Goodrum, City Manager

\_\_\_\_\_  
Date

**THE GEORGE FOUNDATION**

By:   
Title: CEO  
Date: 9/23/23

Exhibits:

- Exhibit A – Donation Special Warranty Deed
- Exhibit B – Legal Description of Property and Map
- Exhibit C – Grant Contract

**EXHIBIT A**

Donation Special Warranty Deed

*(See Attached)*

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**DONATION SPECIAL WARRANTY DEED**

THE STATE OF TEXAS           §  
                                          §  
COUNTY OF FORT BEND       §

THE GEORGE FOUNDATION, a Texas charitable trust ("**Grantor**"), whose address is 215 Morton St., Richmond, Texas 77469, for and in consideration of Grantor's intent to make a gift and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, DONATED and CONVEYED, and by these presents does GRANT, DONATE and CONVEY unto THE CITY OF SUGAR LAND, a municipal corporation of the State of Texas ("**Grantee**"), whose address is P.O. Box 110, Sugar Land, TX 77487-0110, that certain tract or parcel of real property situated in Fort Bend County, Texas, described on Exhibit B attached hereto and made a part hereof for all purposes, together with all improvements situated thereon and all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and any right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way (such land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements and interests being hereinafter referred to collectively as the "**Property**").

This conveyance is made subject and subordinate to all matters recorded in the property records of Fort Bend County, Texas, but only to the extent that the same are enforceable and affect or relate to the Property (the "**Permitted Exceptions**").

This conveyance expressly excludes, and Grantor does hereby reserve unto itself and its successors and assigns, any and all oil, gas and other minerals in, on or under the Property and royalties in connection therewith, and any and all other rights and interests pertaining thereto, including, without limitation, any carbon capture credits and related interests. Grantor hereby waives and relinquishes all rights to use the surface of the Property for any mineral exploration or production purposes; provided, however, such waiver and release shall not be construed as a waiver and release by Grantor of the right to explore, drill for, develop or produce oil, gas and other minerals from the Property through underground, slant, directional or horizontal drilling under the Property that begins and is conducted from the surface of land situated outside the Property (collectively, the "**Mineral Reservation**").

This conveyance expressly excludes, and Grantor does hereby reserve unto itself and its successors and assigns, any and all rights and interests relating to carbon capture in, on or under the Property, including without limitation, tax and other credits related thereto (collectively, the "**Carbon Capture Reservation**").

Additionally, this conveyance expressly excludes, and Grantor does hereby reserve unto itself and its successors and assigns, any and all groundwater and other subsurface water of any and every type, kind, category, or nature whatsoever, separately or mixed or combined with any other substance, found beneath the surface of the Property (whether referred to or categorized as ground water, underground water, percolating ground water, moisture in soils or other substances, underflow of streams, or underground streams), and any related licenses, rights-of-way, riparian rights, including those related to the Brazos River, easements or priorities associated with or appurtenant to such water estate (collectively, the "**Groundwater Reservation**").

Additionally, this conveyance expressly excludes and Grantor does hereby reserve unto itself and its successors and assigns, to the extent permitted under applicable law, any and all rights, benefits and interests pertaining to any wetlands located on the Property, including without limitation, mitigation credits any other economic benefits (the "**Wetlands Reservation**").

The Mineral Reservation, Carbon Capture Reservation, Groundwater Reservation, and Wetlands Reservation (collectively, "**Grantor's Reservations**") will neither unreasonably interfere with nor prevent Grantee's use or development of the Property for the Intended Use (as hereafter defined). Grantor waives and relinquishes the right to use the surface of the Property in connection with any of Grantor's Reservations which would unreasonably interfere with or prevent the Intended Use of the Property by Grantee.

The Property, or any portion thereof, or any improvements or structures thereon, shall be used only for public access and enjoyments of green space, outdoor recreation, and natural areas (collectively, the "**Intended Use**"); provided, however, any green space and natural areas within the Property may be developed to create public parks, public recreational opportunities or other public uses consistent with the Intended Use. The Property, or any portion thereof, shall not be used for any other purposes, other than the Intended Use, without the consent of Grantor, which may be withheld in Grantor's sole and absolute discretion and which consent shall only be effective pursuant to an instrument duly executed and acknowledged by Grantor and recorded in the real property records of Fort Bend County, Texas. The requirement that the Property be operated for the Intended Use as set forth in this paragraph shall be binding upon Grantee and its successors and assigns, and shall run with title to the Property for a period of thirty (30) years after the date of this Donation Special Warranty Deed, and shall automatically renew for each successive fifteen (15) year period thereafter, unless and until a termination of such restriction is executed by Grantor, or its successor in interest, and recorded in the real property records of Fort Bend County, Texas. The foregoing restriction shall be for the benefit of Grantor and shall be enforceable by Grantor, its successors, heirs and assigns, and any person or entity designated by Grantor or its successors, heirs and assigns in a written instrument recorded in the public records of Fort Bend County, Texas.

In the event (a) the Property is not being used for the Intended Use in accordance with this deed from and after the tenth (10<sup>th</sup>) anniversary of the Effective Date (as hereafter defined), and/or (b) if at any time after the tenth (10<sup>th</sup>) anniversary of the Effective Date, public access and enjoyment of the Property is restricted for a period of two (2) or more consecutive years such that the Intended Use is not being satisfied (except as may be reasonable and necessary for public safety or security concerns or construction or repair of major improvements within the Property) (each a "**Reversion Event**"), Grantor will deliver to Grantee written notice of default specifying the Reversion Event. If the Property is not brought into alignment with the Intended Use within one

hundred eighty (180) days after Grantee receives the written notice of default, and Grantor (y) delivers to Grantee written notice that Grantor has elected to have legal title to and ownership of the Property revert to Grantor (the “**Reversion Notice**”), and (z) executes and records an affidavit in the real property records of Fort Bend County, Texas, stating that the Reversion Event has occurred and the Reversion Notice has been given to Grantee (the “**Reversion Affidavit**”), then legal title to and ownership of the Property shall automatically, immediately and unconditionally be forfeited by Grantee, its successors and assigns, and revert to Grantor at no cost to Grantor, free and clear of any lien or other encumbrance other than the Permitted Exceptions, and without any further consent or action by Grantor or Grantee (the “**Reversion**”). Any intervening liens or encumbrances shall be subordinate to, and will not survive, the Reversion. Notwithstanding that the Reversion, if it happens in accordance with the foregoing, will be automatic, immediate and unconditional, Grantee, if requested by Grantor, shall nevertheless promptly execute and deliver any and all documents reasonably requested by Grantor to (a) further evidence that legal title to and ownership of the Property, including any modifications, additions, restorations, repairs and replacements thereof, hereafter placed or constructed by Grantee, has reverted to and is held by Grantor, and (b) extinguish and remove any cloud or potential cloud on the title to the Property, including any modifications, additions, restorations, repairs and replacements thereof, hereafter placed or constructed by Grantee.

For good and valuable consideration and as a material part of the consideration to Grantor in connection with the execution and delivery of this Donation Special Warranty Deed, Grantee, on behalf of itself and its successor and assigns, agrees that neither the Property nor any portion thereof may be sold, donated, otherwise conveyed or made subject to a lease having a term of three (3) years or longer without the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed, so long as the Property is being operated for the Intended Use and otherwise in accordance with this deed. Notwithstanding the foregoing, the Property may be sold, donated or otherwise conveyed to a governmental entity or 501(c)(3) organization without Grantor’s consent, provided such grantee operates the Property for the Intended Use and otherwise in accordance with this deed, provided that written notice of such transfer is delivered to Grantor.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, the Mineral Reservation, the Carbon Capture Reservation, the Groundwater Reservation, the Wetlands Reservation, the Use Restriction and the Reversionary Rights, unto Grantee, its successors and assigns, forever, so long as the Reversion has not occurred; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, for so long as the Reversion has not occurred, subject to the Permitted Exceptions.

**GRANTEE, BY ITS ACCEPTANCE HEREOF, ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, IS NOT MAKING, AND SPECIFICALLY DISCLAIMS AND NEGATES ANY WARRANTIES, REPRESENTATIONS, GUARANTEES OR ASSURANCES (EXPRESS OR IMPLIED) REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES, REPRESENTATIONS, GUARANTEES AND ASSURANCES REGARDING (I) THE EXISTENCE OF ANY HAZARDOUS SUBSTANCES ON, UNDER OR ABOUT THE**



PROPERTY, (II) THE ENVIRONMENTAL CONDITION OF THE PROPERTY, (III) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY, (IV) THE QUALITY, NATURE, ADEQUACY OR CONDITION OF THE SOILS AND GROUNDWATER AT THE PROPERTY, (V) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR CONDITION OF ANY UTILITIES AT OR NEAR THE PROPERTY, (VI) THE CURRENT OR FUTURE INCOME OR EXPENSES OF THE PROPERTY, (VII) THE VALUE, PROFITABILITY, HABITABILITY, SUITABILITY, MERCHANTABILITY, MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (VIII) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY, AND (IX) THE PROPERTY'S COMPLIANCE WITH ANY LEGAL REQUIREMENTS. GRANTEE, BY ITS ACCEPTANCE HEREOF, FURTHER ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE PROPERTY "AS IS, WHERE IS" WITH ALL FAULTS AND ALL LATENT OR PATENT DEFECTS.

THE FOREGOING PROVISIONS SHALL SURVIVE DELIVERY HEREOF TO, AND ACCEPTANCE HEREOF BY, GRANTEE.

By acceptance of this Deed, and to the extent permitted by law, Grantee assumes payment of all property taxes on the Property for the year 2023 and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

*[signature page follows]*

Executed as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (the "**Effective Date**").

**GRANTOR:**

THE GEORGE FOUNDATION,  
a Texas charitable trust

By:   
Name: Roger Adamson  
Title: Chief Executive Officer

THE STATE OF TEXAS           §  
                                          §  
COUNTY OF FORT BEND       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023, by Roger Adamson, Chief Executive Officer of THE GEORGE FOUNDATION, a Texas charitable trust, on behalf of such trust.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for the State of Texas

HENRY STEINKAMP, JR., INC  
*Consulting Engineers*

1117 TOBOLA STREET  
P. O. BOX 223  
ROSENBERG, TEXAS 77471

Exhibit B: Legal Description of  
Property and Map

HENRY STEINKAMP, JR.  
REGISTERED PROFESSIONAL ENGINEER  
FRANKLIN R. SCHODEK  
REGISTERED PUBLIC SURVEYOR  
JAMES H. SUCHMA  
REGISTERED PROFESSIONAL ENGINEER

April 23, 1981

HOUSTON-ROSENBERG  
713/342-2241

A Field Note Description of 125.753 Acres of Land, being the George Foundation Call 65 Acre Tract (Vol. 244, Pg. 517-518; Deed Records - See Vol. 82, Pg. 560; Deed Records) Henry Jones League, Abstract #39, Fort Bend County, Texas.

For Connection Begin at a galvanized iron pipe found and being Reference Point #116 and being a re-entrant corner of the W. Scott Frost 234.518 Acre Tract (Vol. 587, Pg. 468; Deed Records) and the Northeast corner of the W.H. Keenan 15.0 Acre Tract; THENCE, South  $67^{\circ} 16'$  East, 16.18 feet to a point; THENCE, South  $0^{\circ} 43'$  West, 230.84 feet to a point; THENCE, South  $84^{\circ} 11' 37''$  East, 321.0 feet to a point; THENCE, North  $86^{\circ} 17' 19''$  East, 329.4 feet to a point; THENCE, North  $62^{\circ} 46' 22''$  East, 357.6 feet to a point; THENCE, North  $74^{\circ} 48' 55''$  East, 321.77 feet to a point; THENCE, North  $41^{\circ} 07' 03''$  East, 244.94 feet to a point in the West line of the 125.753 Acre Tract for the Place of Beginning for this Tract;

THENCE, Northerly and Easterly, along the East line of the W. Scott Frost Tract with the following courses and distances:

THENCE, North  $04^{\circ} 37'$  West, 427.08 feet to a  $\frac{1}{2}$ " iron pipe set for angle point;

THENCE, North  $21^{\circ} 50'$  East, 525.0 feet to a  $\frac{1}{2}$ " iron pipe set for angle point;

THENCE, North  $55^{\circ} 29'$  East, 300.0 feet to a  $\frac{1}{2}$ " iron pipe set for angle point;

THENCE, South  $86^{\circ} 52' 12''$  East, 256.52 feet to a  $\frac{1}{2}$ " iron pipe set for angle point;

THENCE, South  $58^{\circ} 10'$  East, 590.0 feet to a  $\frac{1}{2}$ " iron pipe set marking the Southeast corner of the S.M. Williams League, Abstract #97 and Northerly Southwest corner of the E. Alcorn League, Abstract #1;

THENCE, South  $40^{\circ} 41'$  East, 601.3 feet to a  $\frac{1}{2}$ " iron pipe set for corner;

THENCE, South  $21^{\circ} 10'$  East, at 68.1 feet pass a point that bears South  $88^{\circ} 04' 44''$  West, 457.2 feet from a 1" galvanized iron pipe being reference point #109 marking the Southeast corner of the W. Scott Frost 234.518 Acre Tract, in all 698.1 feet to a  $\frac{1}{2}$ " iron pipe set for angle point;

THENCE, South  $09^{\circ} 12'$  East, 550.1 feet to a  $\frac{1}{2}$ " iron pipe set for angle point;

THENCE, South  $04^{\circ} 18'$  West, 695.0 feet to a  $\frac{1}{2}$ " iron pipe set for angle point;

THENCE, South  $36^{\circ} 24'$  West, 601.1 feet to a  $\frac{1}{2}$ " iron pipe set for angle point;

THENCE, South  $66^{\circ} 50'$  West, 203.4 feet to a  $\frac{1}{2}$ " iron pipe set for angle point;

THENCE, South  $81^{\circ} 40'$  West, 696.4 feet to a  $\frac{1}{2}$ " iron pipe set for angle point;

THENCE, North  $82^{\circ} 39'$  West, 639.5 feet to a  $\frac{1}{2}$ " iron pipe set for angle point;

THENCE, South  $53^{\circ} 11'$  West, 228.6 feet to a  $\frac{1}{2}$ " iron pipe set for angle point;

THENCE, South  $17^{\circ} 59'$  West, at 90 feet pass an iron pipe set on bank of the Brazos River, in all 281.0 feet to a point;

THENCE, North  $38^{\circ} 28'$  West, 502.99 feet along a line in the Brazos River;

THENCE, North  $40^{\circ} 5'$  East, 645.8 feet to a  $\frac{1}{2}$ " iron pipe set for angle point;

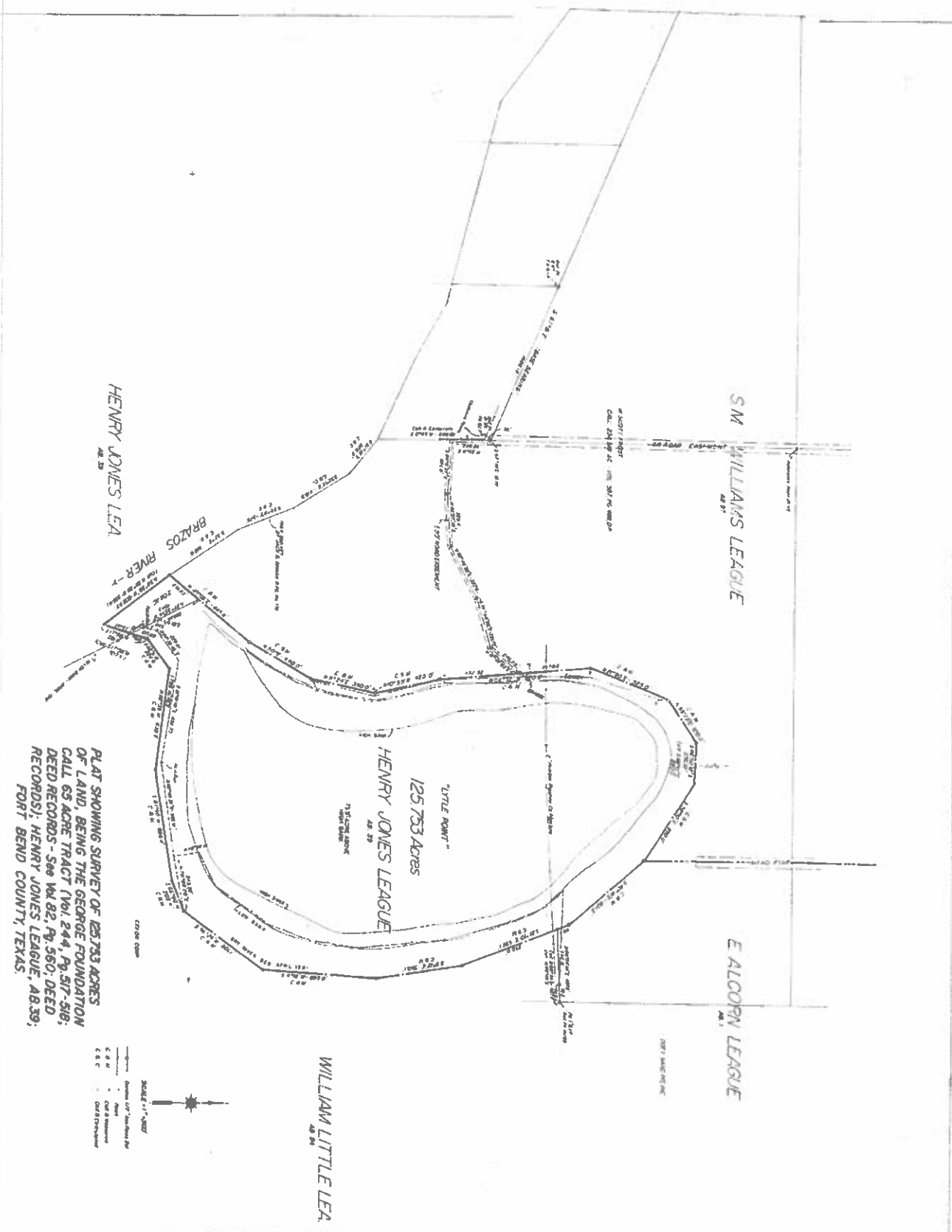
THENCE, North  $30^{\circ}$  East, 460.0 feet to a  $\frac{1}{2}$ " iron pipe set for angle point;

THENCE, North  $11^{\circ} 24'$  East, 390.0 feet to a  $\frac{1}{2}$ " iron pipe set for angle point;

THENCE, North  $0^{\circ} 50'$  West, 420.0 feet to a  $\frac{1}{2}$ " iron pipe set for angle point;

THENCE, North  $04^{\circ} 37'$  West, 492.92 feet to the Place of Beginning and containing 125.753 Acres, including 2.011 Acres in the Brazos River and 1.796 Acres across a fence near the Southeast corner.

Frank R. Schuch  
Registered Public Surveyor

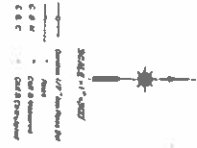


PLAT SHOWING SURVEY OF 125.753 ACRES  
 OF LAND, BEING THE GEORGE FOUNDATION  
 CALL 65 ACRE TRACT (Vol. 244, Pg. 517-518;  
 DEED RECORDS - 500 W. 82, P. 560; DEED  
 RECORDS); HENRY JONES LEAGUE, A.B. 39;  
 FORT BEND COUNTY, TEXAS.



I, Charles B. Shook, a Registered Professional Surveyor in the State of Texas, do hereby certify that this is a true and correct copy of the original plat as filed in my office on the 12th day of August, 1988.

Charles B. Shook  
 Registered Professional Surveyor  
 No. 12345  
 State of Texas



WILLIAM LITTLE LEAGUE  
 A.B. 39

S.M. WILLIAMS LEAGUE  
 A.B. 37

E. ALCORN LEAGUE  
 A.B. 31

HENRY JONES LEAGUE  
 A.B. 39

BRAZOS RIVER

"LITTLE POINT"  
 125.753 ACRES  
 HENRY JONES LEAGUE  
 A.B. 39

SECTION 36

SECTION 36

# The George Foundation

Est. 1945

**Exhibit C**  
**Grant Contract**  
**170 (c) Organization**

08/22/2023

The Honorable Joe Zimmerman  
Mayor  
City of Sugar Land  
P.O. Box 110  
Sugar Land, TX 77487

It is my pleasure to inform you that the Trustees of The George Foundation ("Foundation") have awarded a grant of 125.753 acres of real property known as the River Loop Tract, valued at \$310,000, to the City of Sugar Land ("Grantee").

This grant is made subject to the following terms and conditions:

<b>Approval Date:</b>	08/22/2023
<b>Ref. #:</b>	2022-0084
<b>Grant Timeframe:</b>	09/19/2023-09/18/2032
<b>Grant Terms:</b>	<p>Executed Grant Contract must be on file prior to completion of the land donation transaction.</p> <p>Donation of a 125.753 acre tract of real property as described in the attached Capital Donation Agreement.</p> <p>The George Foundation will prepare, provide and execute the Donation Special Warranty Deed to present to the Grantee for filing with Fort Bend County. Grantee must submit a recorded copy of the Donation Special Warranty Deed to the Foundation.</p> <p>Conveyance Scope: See terms in the attached Capital Donation Agreement.</p> <p>Reverter Clause: See terms in the attached Capital Donation Agreement.</p>

	<p>Grantee agrees to provide the reports outlined below to show the donation was used exclusively for the Grant's purpose, as reflected in the attached Capital Donation Agreement.</p> <p>To document the progress of the Grant, the Foundation may schedule a phone interview or a site visit prior to the end of the grant period.</p> <p>We understand that your operation may not proceed exactly as you have proposed. If you find this to be the case, please contact Shannan Stavinoha, Chief Grants Officer, to discuss any requested amendments to the Grant. She may be reached by email at <a href="mailto:sstavinoha@thegeorgefoundation.org">sstavinoha@thegeorgefoundation.org</a> or by phone at 281.342.6109 x 123.</p> <p>If there are significant changes in any part of the Grant or your plans for executing same, an amendment to the Grant is required.</p>						
<p><b>Requirements:</b></p>	<p>Please submit all grant requirements through the online grants portal, which may be accessed via the "Grant" page of the Foundation's website (<a href="http://www.thegeorgefoundation.org">www.thegeorgefoundation.org</a>).</p> <table data-bbox="479 976 1388 1795"> <tr> <td data-bbox="479 976 803 1018">Contract Due</td> <td data-bbox="828 976 1388 1018">10/13/2023</td> </tr> <tr> <td data-bbox="479 1018 803 1323">Annual Progress Reports</td> <td data-bbox="828 1018 1388 1323">Within the initial ten-year period following the Effective Date of the Donation Special Warranty Deed, Grantee will provide a status report each September (09/30/2024-09/30/2032) regarding the Property. The report will summarize steps being taken toward achieving the Intended Use.</td> </tr> <tr> <td data-bbox="479 1323 803 1795">Future Status Reports</td> <td data-bbox="828 1323 1388 1795">After the tenth (10th) anniversary of the Effective Date of the Donation Special Warranty Deed, Grantee will provide notice to Grantor if public access and enjoyment of the Property is restricted for a period of two (2) or more consecutive years such that the Intended Use is not being satisfied, except as may be reasonable and necessary for public safety or security concerns or construction or repair of major improvements within the Property.</td> </tr> </table>	Contract Due	10/13/2023	Annual Progress Reports	Within the initial ten-year period following the Effective Date of the Donation Special Warranty Deed, Grantee will provide a status report each September (09/30/2024-09/30/2032) regarding the Property. The report will summarize steps being taken toward achieving the Intended Use.	Future Status Reports	After the tenth (10th) anniversary of the Effective Date of the Donation Special Warranty Deed, Grantee will provide notice to Grantor if public access and enjoyment of the Property is restricted for a period of two (2) or more consecutive years such that the Intended Use is not being satisfied, except as may be reasonable and necessary for public safety or security concerns or construction or repair of major improvements within the Property.
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Annual Progress Reports	Within the initial ten-year period following the Effective Date of the Donation Special Warranty Deed, Grantee will provide a status report each September (09/30/2024-09/30/2032) regarding the Property. The report will summarize steps being taken toward achieving the Intended Use.						
Future Status Reports	After the tenth (10th) anniversary of the Effective Date of the Donation Special Warranty Deed, Grantee will provide notice to Grantor if public access and enjoyment of the Property is restricted for a period of two (2) or more consecutive years such that the Intended Use is not being satisfied, except as may be reasonable and necessary for public safety or security concerns or construction or repair of major improvements within the Property.						



	<p>After the initial ten-year period, TGF may reasonably request a report on the status of the Intended Use of the property by notifying both the City Manager and the Director of Parks and Recreation. Grantee shall furnish the status report within sixty (60) days of receiving the request.</p> <p>Required report(s) give Grantee an opportunity to discuss with the Foundation the impact of grant activities. Required reports must be received by the Foundation for your organization to remain in compliance with the Grant Contract and allow the grant file to be marked completed.</p>
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Grantee is an organization described in Section 170(c) of the Internal Revenue Code of 1986 (hereafter all section references are to Internal Code of 1986 or corresponding provisions of subsequent Federal tax laws), and the Grant will be used exclusively for public purposes.

The Grant will not affect adversely Grantee's status as an organization described in Section 170(c).

Grantee must furnish the Foundation with any information concerning a proposed change in Grantee's status as an organization described in Section 170(c).

If Grantee's status under 170(c) changes and the Foundation requests, Grantee agrees to return the amount of the Grant to the Foundation.

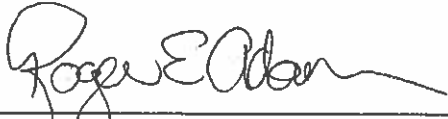
If applicable, the Foundation will furnish Grantee with an executed copy of Form 1295, as an addendum to this Contract.

The Foundation encourages Grantee to publish news of the Grant with photos and/or articles of the award. Grantee may release information regarding the receipt of the Grant without prior approval of the Foundation provided compliance with all the applicable terms and conditions of this letter have been met. Copies of such news releases or other written materials which include Grant information should be furnished to the Foundation.

Any violation of the terms and conditions as set forth in this letter will permit the Foundation to terminate any and all obligations with respect to further distributions, whether to be made as part of this Grant or any other approved grant from the Foundation regardless of whether such distributions have been previously promised or pledged.

The Foundation is pleased to support the mission of City of Sugar Land and looks forward to hearing of progress and successes.

**The George Foundation:**



\_\_\_\_\_  
**Roger Adamson, CEO**

The duly authorized officers of Grantee shall make acknowledgement of Grantee's agreement to the terms and conditions set forth in this letter by signing below.

**City of Sugar Land:**

\_\_\_\_\_  
**Signature, City Manager**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**