

NO. CV13,114

WATERWOOD IMPROVEMENT  
ASSOCIATION, INC.

VS.

GEORGE H. RUSSELL and  
SUZANNE B. RUSSELL,

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IN THE DISTRICT COURT OF

SAN JACINTO COUNTY, TEXAS

411<sup>TH</sup> JUDICIAL DISTRICT

MEDIATION SETTLEMENT AGREEMENT

A. The parties hereto agree to settle pursuant to T.R.C.P. Rule 11. All parties agree to waive notice and presentment.

B. The consideration to be given for this settlement is as follows: The above entitled and numbered pending lawsuit will be settled upon the following terms and conditions:

1. The parties will enter into a lease whereby WIA will lease FM980 to clubhouse ("leased Parkway") for the amount of \$6,000 year for 20 years payable annually with increments based on CPI to nearest \$5.00.
2. WIA will mow 18 acres median (Highway 190 to where 4 lane reduces to 2 lane) one time year per Tx DOT regulations for rural roads (7" tall) at no cost to Russell.
3. WIA will mow the 18 acres right of way (Highway 190 to where 4 lane reduces to 2 lane) (referred to herein as "18 acres right of way") per TX DOT regulations for rural roads - 7" tall vs. 15' strip.
4. WIA will not conduct any spring mowing on the Parkway prior to the time that the government authorities or government contractors mow along FM 980 according to Tx DOT standards.
5. WIA will give Mr. Russell 2 days notice of all mowing on the Parkway and will allow him to point out species which should be protected during the mowing. WIA will use its best efforts to avoid mowing areas of high concentrations of said species.

6. WIA will not use any poisons or herbicides on the parkway for controlling vegetation or any other purpose.
7. WIA will advise Mr. Russell of any limbs or trees on his properties which WIA contends need to be cut or trimmed. Cutting of limbs will only be done for public health and safety reasons, or for landscape maintenance in landscaped areas.
8. WIA will ask San Jacinto County to rename Bob Christian road to Marjorie Russell road. Any cost related to such request shall be paid by Russell.
9. WIA will agree to cooperate with Mr. Russell in his controlled burns on his properties by publishing notice of such controlled burns in the Waterwood Neighborhood News. Mr. Russell will give notice of his plans to burn at least 5 days prior to publication of the monthly Waterwood Neighborhood News and WIA will inform its members of the planned burns. Mr. Russell will comply with all laws, rules and regulations regarding controlled burns including but not limited to those of the Texas Natural Resource Code and the Texas Commission on Environmental Quality. WIA will not be responsible for injuries or damages resulting from Mr. Russell's burning. WIA will not be responsible for any costs associated with Mr. Russell's burning.
10. WIA will advise its contractors not to trespass on the Russells' properties beyond the Parkway and damage or destroy native vegetation on these areas owned by the Russell's outside of the Parkway, or along WIA road easements throughout Waterwood.
11. WIA will not use any poisons or herbicides on any property adjacent to the Russells' properties.
12. WIA agrees that security will be instructed to be alert to any crime committed on properties owned by the Russells and report any witnessed crime on the Russell's properties to Mr. Russell and law enforcement. Both WIA and the Russells acknowledge that many of the Russell's properties are not platted properties within Waterwood.
13. WIA will have unrestricted use of the flagpoles located on the Parkway near 980 to fly the American and Texas flags, and to illuminate said flagpoles at WIA's expense.
14. WIA will have the right to maintain and illuminate the Waterwood signs located on the Parkway near 190 and 980 at WIA's expense.

