

FIRST AMENDMENT TO
REGIONAL PARTICIPATION AGREEMENT

C.70679
10-0379

THE STATE OF TEXAS §
 §
COUNTIES OF HARRIS AND §
MONTGOMERY §

THIS FIRST AMENDMENT TO REGIONAL PARTICIPATION AGREEMENT ("First Amendment") is made and entered into by and between THE WOODLANDS TOWNSHIP (the "Township"), a political subdivision of the State of Texas and the successor by name change to Town Center Improvement District of Montgomery County, Texas (the "District"), and the CITY OF HOUSTON, TEXAS (the "City"), a municipality operating pursuant to its home rule charter.

RECITALS

WHEREAS, the Township, as successor by name change to the District, has heretofore entered into that certain Regional Participation Agreement last countersigned by the City on November 9, 2007 (the "Agreement"), which provides, among other matters, that under the terms and circumstances prescribed therein, certain Territory (as defined in the Agreement) may be released from the ETJ (as defined in the Agreement) of the City upon request of the Township; and

WHEREAS, Section 5.5 of the Agreement further provides that the Township shall not take any action or proceeding to annex or include within its boundaries or any plan of annexation by the Township any lands or territories which at the time are situated within the corporate limits or the ETJ of the City, other than the Territory, without the express written consent of the City given by ordinance or resolution; and

WHEREAS, subsequent to the effective date of the Agreement, The Woodlands Land Development Company, L.P., the principal developer within the Township (the "Developer"), has acquired or is in the process of acquiring or controlling seven (7) additional tracts of land more particularly described in Exhibit I attached hereto and made a part hereof for all purposes (the "Additional Territory"), which the Developer intends to develop or use for residential purposes or for road purposes and wishes to have included within the boundaries of the Township; and

WHEREAS, it may be reasonably anticipated that further and additional small tracts of land contiguous to the boundaries of the

Township may be acquired or controlled by the Developer within or adjacent to the Township which, from the standpoint of adjacency, should be included within the boundaries of the Township in order to receive the benefit of Township services and facilities; and

WHEREAS, the Township and the City have determined to enter into this First Amendment to the Agreement in order to:

(i) revise and amend EXHIBIT "A" to the Agreement to include the Additional Territory;

(ii) revise and amend the definition of the term "Territory" in the Agreement to include the Additional Territory and any Future Additional Territory (as hereinafter defined) that may be added to the boundaries of the Township under permitted circumstances in the future; and

(iii) prescribe a procedure by which the City, by delegation of authority to, and official action by, the Mayor of the City, consents to the addition of any such Future Additional Territory to the boundaries of the Township for purposes of Section 5.5 of the Agreement and authorizes the revision and reformation of EXHIBIT "A" to the Agreement in order to avoid the necessity for further and additional amendments to the Agreement for such purposes.

AGREEMENT

FOR AND IN CONSIDERATION of the mutual promises, benefits, covenants, undertakings, payments and deposits described in the Agreement and made applicable to the Additional Territory and any Future Additional Territory pursuant to this First Amendment to the Agreement, the Township and the City contract and agree as follows:

Section 1: The definition of the term "Territory" in the Agreement is hereby revised and amended to read as follows:

"Territory" means and includes all of the lands and properties situated within the territory described in EXHIBIT "A" attached hereto and made a part hereof for all purposes, as same is amended or revised and reformed from time to time as permitted herein.

Section 2: EXHIBIT "A" to the Agreement is hereby revised and amended to include the Additional Territory referenced in the recitals hereto and described in Exhibit I hereto.

Section 3: By ordinance of the City Council of the City approving and authorizing the execution of this First Amendment to

the Agreement, the City consents to the addition to the boundaries of the Township of the Additional Territory and to the addition by the Township of such Future Additional Territory as may hereafter be certified by the Mayor of the City as meeting the requirements and criteria set forth and contained in Section 4 hereof.

Section 4: For purposes hereof, Future Additional Territory is land or territory that is:

- (a) situated: (i) entirely within Harris County, Texas, (ii) north of the southernmost boundaries of the Territory described in EXHIBIT "A" to the Agreement, as revised and amended hereby to include the Additional Territory referenced in the recitals hereto and described in EXHIBIT I hereto, and (iii) entirely within the then current ETJ of the City;
- (b) less than 25 acres in area in each instance of certification, as described below, but not necessarily in the aggregate of all such instances of certification;
- (c) contiguous to the then current boundaries of the Township; and
- (d) owned by, or subject to an express power of attorney in favor of, The Woodlands Land Development Company, L.P., or its successor;

provided, however, that the aggregate acreage that may be included in all certifications by the Mayor pursuant to this First Amendment, without further amendment to the Agreement and the approval of City Council, shall not exceed 100 acres.

Authority is hereby delegated to the Mayor to certify in writing to the Township, to the appropriate Departments of the City and to all other interested persons that specified lands or territories requested by the Township to be added to the boundaries of the Township after the effective date of this First Amendment to the Agreement, over and above, and in addition to, the Additional Territory, meet and satisfy the requirements and criteria described above. From and after the date of such certification by the Mayor of the City, EXHIBIT "A" to the Agreement shall be deemed and considered to have been revised and reformed, without the necessity for further amendment of the Agreement, to include such Future Additional Territory, and the consent of the City to the addition of such territory to the boundaries of the Township shall be deemed and considered to have been given for purposes of Section 5.5 of

the Agreement, and for all other purposes under and pursuant to the authority of the ordinance approving and authorizing execution of this First Amendment to the Agreement.

Section 5: Except as amended by the terms of this First Amendment to the Agreement, the remaining terms and provisions of the Agreement shall continue in full force and effect for the term and upon the conditions specified in the Agreement.


IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement in multiple counterparts, each of which shall be deemed to be an original, as of the latest date of signature set forth below.

THE WOODLANDS TOWNSHIP,
a political subdivision of the
State of Texas

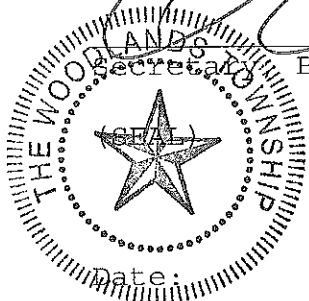


Chairman, Board of Directors

ATTEST:



Secretary, Board of Directors



Date:

May 26, 2010

CITY OF HOUSTON


ATTEST/SEAL:



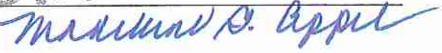
City Secretary

CITY OF HOUSTON, TEXAS

Signed by:



Mayor



APPROVED:



Director of Planning and Development
Department

COUNTERSIGNED BY:



City Controller



APPROVED AS TO FORM:



Assistant City Attorney

DATE COUNTERSIGNED:

7/20/10

EXHIBIT I

TRACT 638

3.6382 acres described in an instrument recorded under C.F. No. 20070687849, H.C.R.P.R..

TRACT 639

1.5093 acres described in an instrument recorded under C.F. No. 20070739268, H.C.R.P.R.

TRACT 640

0.8437 acres described in an instrument recorded under C.F. No. 20070733419, H.C.R.P.R.

TRACT 643

2.731 acres described in an instrument recorded under C.F. No. 20080611132, H.C.R.P.R.

TRACT 641

12.684 acres described in an instrument recorded under C.F. No. 2008-009622, M.C.R.P.R.

TRACT 645/646

Approximately 12.672 acres described as 2.672 acres in an instrument recorded under C.F. No. D661469, H.C.R.P.R. (save and except the portion thereof described in an instrument recorded under C.F. No. Y561623, H.C.R.P.R.), and ten (10.00) acres in an instrument recorded under C.F. No. Y638416, H.C.R.P.R.

TRACT 647

3.2915 acres described in an instrument recorded under C.F. No. L355260, H.C.R.P.R.