

**FIRST AMENDMENT TO THE STRATEGIC PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF HOUSTON, TEXAS, AND
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 132**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

THIS FIRST AMENDMENT TO THE STRATEGIC PARTNERSHIP AGREEMENT (this “First Amendment”) is entered into by and between the **CITY OF HOUSTON, TEXAS**, a municipal corporation principally situated in Harris County, Texas, acting through its governing body, the City Council of the City of Houston, Texas (the “City”), and **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 132**, a conservation and reclamation district created pursuant to Article XVI, Section 59 of the Texas Constitution and operating pursuant to Chapters 49 and 54 of the Texas Water Code (the “District”).

RECITALS

1. The Parties entered into that certain Strategic Partnership Agreement dated effective March 31, 2005, pursuant to Ordinance No. 2005-270 passed and adopted by the City Council of the City of Houston on March 16, 2005 (the “Original Agreement”).
2. The Original Agreement is recorded in the Official Public Records of Real Property of Harris County, Texas, under File No. Y376275, and is incorporated herein for all purposes (the Original Agreement, together with this First Amendment, herein this “Agreement”).
3. Through this First Amendment, the Parties desire to modify Section 7.02 of this Agreement.
4. As required by Section 43.0751 of the Texas Local Government Code (the “Act”), the City held public hearings on November 6, 2019 and November 13, 2019, at City Council Chambers, City Hall, 901 Bagby, Houston, Texas 77002, and the District held public hearings on October 17, 2019 and November 21, 2019 at The Overlook, 20114 Pinehurst Drive, Atascocita, Texas 77346, at which members of the public were given the opportunity to present testimony or evidence regarding this First Amendment, and the City and the District made copies of this First Amendment available, and gave notice of the hearings prior to the public hearings in accordance with the terms of the Act.

AGREEMENT

NOW, THEREFORE, in recognition of the foregoing and in consideration of the mutual covenants and undertakings hereunder, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

1. The recitals set forth above are true and correct and form the basis upon which the Parties have entered into this First Amendment, and are hereby incorporated for all purposes.
2. Section 7.02 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

Section 7.02 Full Purpose Annexation Option at Termination of Agreement

No later than eighteen (18) months prior to the date this Agreement terminates, the Director shall evaluate whether the City should negotiate a new strategic partnership agreement with the District; annex land within the District boundaries for full purposes upon the termination of this Agreement, provided that the Board makes a request for such annexation; or allow this Agreement to expire. No later than twelve (12) months prior to the date this Agreement terminates, the Director shall make a recommendation to the City Council regarding the negotiation of a new strategic partnership agreement, the full-purpose annexation of land within the District boundaries, or the expiration of this Agreement. If the Director recommends that the City negotiate a new strategic partnership agreement or annex land within the District boundaries for full purposes, and the City Council approves the recommendation, the City shall begin proceedings to negotiate a new strategic partnership agreement with the District or shall begin proceedings to annex land within the District boundaries for full purposes at the end of the term of this Agreement, as applicable. If the Director recommends that the City allow this Agreement to expire and the City Council agrees, or if the City Council rejects the Director's recommendation to negotiate a new strategic partnership agreement or to annex land within the District boundaries for full purposes, the City may begin proceedings to disannex the Tract for limited purposes if authorized under the applicable provision of the Local Government Code. If the City decides to disannex the Tract and has the authority to disannex, the City may institute proceedings to accomplish such disannexation to be effective upon the termination of this Agreement.

3. The District shall file this First Amendment for recordation in the Official Public Records of Real Property of Harris County, Texas. This Agreement, as amended, shall bind each owner and each future owner of land included within the District's boundaries in accordance with Subsection (c) of the Act.

4. All capitalized terms in this First Amendment that are not otherwise defined herein shall have the meanings assigned to those terms in the Original Agreement.

5. To the extent there exists a conflict between the terms of the Original Agreement and the terms of this First Amendment, the terms of this First Amendment shall control.

6. Except as modified by the changes set forth in this First Amendment, all other terms, conditions, and provisions of the Original Agreement shall remain unchanged and in full force and effect.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Parties have executed this First Amendment in multiple copies, effective as of the date of countersignature by the City Controller, each of which is an original. Each person signing this First Amendment represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this First Amendment. The Parties hereby agree that each Party may sign and deliver this First Amendment electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 132

By: _____
Tim Stine, President

ATTEST:

By: _____
Jerrel E. Holder, Secretary

Tax ID No. 74-6252156

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this ____ day of _____, 2019, by Tim Stine, as President, and Jerrel E. Holder, as Secretary, of Harris County Municipal Utility District No. 132, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public in and for the State of Texas

(NOTARY SEAL)

CITY OF HOUSTON, TEXAS

Mayor

ATTEST:

City Secretary

APPROVED:

Director, Department of Planning and Development

COUNTERSIGNED:

City Controller

DATE COUNTERSIGNED: _____

APPROVED AS TO FORM:

Assistant City Attorney
L.D. File No. 061-1900272-001