NOTICE OF PUBLIC MEETING

TO: THE BOARD OF DIRECTORS OF THE WOODLANDS TOWNSHIP AND TO ALL OTHER INTERESTED PERSONS:

Notice is hereby given that the Board of Directors will hold a Regular Board Meeting on August 20, 2026, at 6:00 p.m., at the office of The Woodlands Township, 2801 Technology Forest Blvd, The Woodlands, Texas, within the boundaries of The Woodlands Township, for the following purposes:

STANDARD ITEMS

1. Invocation / Pledge of Allegiance;

2. Proclamations;

   a. Proclamation recognizing September 11, 2026, as Patriot Day and the National Day of Service and Remembrance; (Pages 4 - 5)

3. Call meeting to order;

4. Receive, consider and act upon adoption of the meeting agenda; (Pages 1 - 3)

5. Recognize public officials;

6. Public comment;

CONSENT AGENDA

7. Receive, consider and act upon the Consent Agenda;
   (This agenda consists of non-controversial or "housekeeping" items required by law. One motion with modifications, if applicable, approves for action, all items contained within the Consent Agenda. Items may be moved from the Consent Agenda to the Regular Agenda by any Board Member making such request prior to a motion and vote.) (Pages 6 - 252)

   a. Receive, consider and act upon approval of the minutes of the June 25, 2026 Regular Meeting, July 16, 2026 Regular Meeting, and the July 23, 2026 Regular Meeting for the Board of Directors for The Woodlands Township; (Pages 6 - 34)

   b. Receive, consider and act upon Administrative Reports for Community Services; (Pages 35 - 48)

   c. Receive, consider and act upon Administrative Reports for Law Enforcement and Community Policing for July 2026; (Pages 49 - 55)

d. Receive, consider and act upon Administrative Reports for The Woodlands Fire Department; (Pages 56 - 62)

e. Receive, consider and act upon Pathway Easement from the Lakefront South Condos, LLC (P-2026-0497); (Pages 63 - 69)

f. Receive, consider and act upon the conveyance of the Restricted Open Space Reserves in Grogan's Mill known as Lakeside Cove Pathway (P-2026-0508); (Pages 70 - 78)

g. Receive, consider, and act upon an Access and Maintenance Easement with Harris County Flood Control District (P-2026-0500); (Pages 79 - 87)

h. Receive, consider, and act upon the George Mitchell Nature Preserve Resource Management Plan; (Pages 88 - 157)

i. Receive, consider and act upon a proposed 2026 Capital Projects budget amendment for high priority system-wide pathway improvements; (Pages 158 - 159)

j. Receive, consider and act upon an Interlocal Agreement with San Jacinto River Authority for restoration and replacement of Township landscaping and infrastructure impacted by San Jacinto River Authority construction activities (C-2026-0464); (Pages 160 - 204)

k. Receive, consider and act upon the third amendment to the Reforestation - Install Agreement (C-2023-0323) and the fourth amendment for the purchase of tree stock (C-2022-0215); (Pages 205 - 209)

l. Receive, consider and act upon a proposed 2026 operating budget amendment for additional tree removal due to environmental conditions; (Pages 210 - 211)

m. Receive, consider and act upon an award of contracts (C-2026-0441) and proposals (C-2026-0510) for the Alden Bridge Sports Park softball complex enhancements and improvements; (Pages 212 - 224)

n. Receive, consider and act upon an award of bids for Streetscape and Town Center Maintenance North (C-2026-0279), South (C-2026-0486), Street Sweeping (C-2026-0487) and Tree Care (C-2026-0288) Projects; (Pages 225 - 228)

o. Receive, consider and act upon the acceptance of a proposal for playground equipment at The Recreation Center at Rob Fleming Park (C-2026-0496); (Pages 229 - 238)

p. Receive, consider and act upon an Interlocal Agreement for Law Enforcement Services with Harris County (C-2026-0506); (Pages 239 - 247)

q. Receive, consider and act upon an award of contracts for Video Production Services (C-2026-0451); (Pages 248 - 251)

r. Receive, consider and act upon a change in broker/consultant for employee insurance benefits (C-2026-0507); (Page 252)

REGULAR AGENDA

8. Receive, consider and act upon proposed installation of cell tower(s) on Township-owned property (C-2025-0243); (Pages 253 - 254)

9. Receive, consider, and act upon an adjacent resident's concerns about Northshore Park; (Pages 255 - 276)

10. Receive, consider and act upon the extension of the Holiday on The Waterway program to include the addition of a three-night holiday fireworks and entertainment series funded by Visit The Woodlands; (Pages 277 - 278)

CLOSED MEETING (if applicable)

11. Recess to Executive Session to discuss matters relating to real property pursuant to §551.072, Texas Government Code; deliberation of economic development negotiations pursuant to §551.087, Texas Government Code; discuss personnel matters pursuant to §551.074, Texas Government Code; discuss IT network or critical infrastructure security pursuant to §551.089, Texas Government Code; and to consult with The Woodlands Township's attorney pursuant to §551.071, Texas Government Code;

12. Reconvene in public session;

DISCUSS FUTURE AGENDA /ANNOUNCEMENTS

13. Consideration of items to be placed on the agenda for next month's meeting;

14. Board announcements; and

15. Adjournment.

Renee Huggins
Township Secretary

This building is wheelchair accessible. Handicap parking spaces are available. To request other accommodations, call 281-210-3800 or email ADA@thewoodlandstownship-tx.gov. Agendas and Board Meetings may be viewed live at https://www.thewoodlandstownship-tx.gov/meetingvideos.

THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 08/20/2026

SUBJECT MATTER:

Proclamation recognizing September 11, 2026, as Patriot Day and the National Day of Service and Remembrance;

FISCAL IMPACT:

The estimated cost of $300 for the Patriot Day and National Day of Service and Remembrance event is included in the 2026 Parks and Recreation Department/Township Events Budget.

BACKGROUND:

In 2017, the Township Board of Directors approved the addition of a special event to recognize, remember and honor the events of September 11: Patriot Day of Remembrance to be held at the Central Fire Station. A proclamation has been developed for this occasion to be adopted and read aloud at the event.

In the United States, September 11 is designated as Patriot Day in memory of those who died in the September 11, 2001, terrorist attacks. By a Joint Resolution approved December 18, 2001 (Public Law 107-89), Congress has designated September 11 of each year as "Patriot Day", and by Public Law 111-13, approved April 21, 2009, Congress requested the observance of September 11 as an annually recognized "National Day of Service and Remembrance."

On Friday, September 11, 2026, the Township will hold its annual Patriot Day of Remembrance event from 7:30 a.m. to 8:00 a.m. at The Woodlands Central Fire Station. The purpose of the event is to remember those lost in the attacks on September 11, 2001, honoring the 25th anniversary.

RECOMMENDATION:

Accept the Proclamation.

Attachments

Patriot Day and National Day of Service and Remembrance Proclamation - 2026

PROCLAMATION

BE IT PROCLAIMED:

Whereas, on September 11, 2001, the United States was attacked by terrorists, killing thousands of innocent citizens in New York, Washington, D.C. and Pennsylvania; and

Whereas, on this 25th anniversary of that terrible day, we pay tribute to the innocent who were senselessly killed in the attacks, as their deaths have left indelible holes in the fabric of our community and America; and

Whereas, in the aftermath of these horrific attacks, thousands of Americans displayed the highest levels of bravery and selflessness, risking or sacrificing their own lives to save their fellow citizens; and

Whereas, we pay homage to the emergency responders and ordinary citizens who performed extraordinary acts of courage and valor during our nation's most dire moment of need; and

Whereas, the tragic events of September 11, 2001, have unified our nation against the forces of hatred and oppression and reaffirmed our dedication to the fundamental American ideals of freedom and liberty; and

Whereas, a remembrance ceremony will be held at The Woodlands Central Fire Station on September 11, 2026, at 7:30 a.m., and as we gather at The Woodlands Central Fire Station, we are once again demonstrating the resiliency, determination, compassion, strength and patriotism that define us as Americans; and

Whereas, we urge all citizens to honor those who lost their lives on September 11, 2001, and to reflect upon America's proud tradition of freedom and bravery and to renew our commitment to serving our community, state and our nation;

Now, therefore, I, Brad Bailey, as Chairman of the Board of Directors of The Woodlands Township, do hereby proclaim Friday, September 11, 2026 as:

Patriot Day and the National Day of Service and Remembrance

In The Woodlands, Texas

IN WITNESS WHEREOF:
I have hereunto set my hand and caused this Seal of The Woodlands Township
to be affixed hereto this 20th day of August in the year Two Thousand Twenty-Six.

_____

Brad Bailey, Chairman of the Board, The Woodlands Township
The Woodlands, Texas

THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 08/20/2026

SUBJECT MATTER:

Receive, consider and act upon approval of the minutes of the June 25, 2026 Regular Meeting, July 16, 2026 Regular Meeting, and the July 23, 2026 Regular Meeting for the Board of Directors for The Woodlands Township;

FISCAL IMPACT:

Not applicable.

BACKGROUND:

Not applicable.

RECOMMENDATION:

Approve the minutes as presented.

Attachments

Meeting Minutes - June 25 Regular Board Meeting

Vote Tabs - June 25 Regular Board Meeting

Meeting Minutes - July 16 Regular Board Meeting

Vote Tabs - July 16 Regular Board Meeting

Meeting Minutes - July 23 Regular Board Meeting

Vote Tabs - July 23 Regular Board Meeting

D R A F T

THE WOODLANDS TOWNSHIP

Board of Directors Meeting

REGULAR BOARD MEETING

June 25, 2026

MINUTES

THE STATE OF TEXAS §

COUNTIES OF HARRIS & MONTGOMERY §

The Board of Directors of The Woodlands Township met in regular session, open to the public, on June 25, 2026, posted to begin at 6:00 p.m. The meeting was held in the Board Chambers at the office of The Woodlands Township, 2801 Technology Forest Boulevard, The Woodlands, Texas, within the boundaries of The Woodlands Township.

STANDARD ITEMS

1. **Invocation / Pledge of Allegiance;**

   Reverend Daniel Lumpee, Lead Pastor of The Loft at The Woodlands Methodist Church, provided the invocation. Treasurer Richard Franks then led the Pledge of Allegiance to the United States flag and the Texas State flag.

2. **Proclamations;**

   a. **Proclamation declaring July as Parks and Recreation Month in The Woodlands;**

   Secretary Linda Nelson read the proclamation and declared July as Parks and Recreation Month in The Woodlands.

3. **Call meeting to order;**

   Chairman Brad Bailey called the meeting to order at 6:06 p.m. and declared that notice of this meeting was posted at least three business days in advance of the scheduled date inside the boundaries of The Woodlands Township at the office building located at 2801 Technology Forest Boulevard, The Woodlands, Texas, and posted online at www.thewoodlandstownship-tx.gov. The roll was then called of the duly elected members with all members being present.

Present: Chairman Brad Bailey; Vice Chairman Craig Eissler; Secretary Linda Nelson; Treasurer Richard Franks; Director Cindy Heiser; Director Adam Lamb; Director Shelley Sekula-Gibbs

Staff Present: Monique Sharp, President/Chief Executive Officer, Karen Dempsey, Chief Administrative Officer, Chris Nunes, Chief Operating Officer, Todd Stephens, Director of Intergovernmental Relations/Assistant to the President, William Pham, Chief Technology & Innovation Officer, Nick Wolda, President, Visit The Woodlands, Palmer Buck, Fire Chief, Angela Branch, Director of Human Resources, LeaAnn Petersen, Director of Communications, Kellan Shaw, Chief Financial Officer, Angel Nicks, Director of Customer Engagement, Kim McKenna, Director of Covenant Administration, Pamela Woods, Assistant Director of Parks and Recreation, Renee Huggins, Township Secretary

Attendees: Brett Strong, Township Legal Counsel

4. **Receive, consider and act upon adoption of the meeting agenda;**

Motion by: Treasurer Richard Franks moved to adopt the meeting agenda.

Second by: Director Cindy Heiser

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	YES
	Secretary Linda Nelson	YES
	Treasurer Richard Franks	YES
	Director Cindy Heiser	YES
	Director Adam Lamb	YES
	Director Shelley Sekula-Gibbs	YES

5. **Recognize public officials;**

The following public officials were in attendance:

- Betty Anderson - Montgomery County Republican Party, Precinct 31 Chair
- Arthur Bredehoft - Director, The Woodlands Metro Center Municipal Utility District; Vice-Chairman, Montgomery County Appraisal District; and Chair, The Woodlands Development Standards Committee
- Scott Preston - Sterling Ridge Residential Design Review Committee

6. **Public comment;**

The following individuals provided public comment:

- Vince Dalton - expressed concerns about using the S. Gosling tract as a public golf course.
- Valerie Silva - shared concerns about deed restrictions and violations in the High Oaks neighborhood.
- Linda Estrada - expressed support of the Grogan's Mill pedestrian bridge repairs.
- Edward Felman - expressed concerns about the delay in repairing the Grogan's Mill pedestrian bridge.
- Pastor Dan Greer - shared concerns about concert content at the Cynthia Woods Mitchell Pavilion.
- Betty Anderson - shared concerns about concert content at the Cynthia Woods Mitchell Pavilion.
- Scott Burns, Chief Executive Officer of The Montgomery County Food Bank - commended the Township Board and staff on a great job supporting the community.
- Robert Karl - shared concerns about concert content at the Cynthia Woods Mitchell Pavilion.
- Stephanie Cox - shared concerns about concert content at the Cynthia Woods Mitchell Pavilion.

- Lynne Gooding - shared concerns about concert content at the Cynthia Woods Mitchell Pavilion.
- Michael Cousins - shared concerns about concert content at the Cynthia Woods Mitchell Pavilion and concerns about noise and light pollution at North Shore Park.
- Damian DeCatillon - shared concerns about concert content at the Cynthia Woods Mitchell Pavilion.
- Michele Nuckolls - shared concerns about concert content at the Cynthia Woods Mitchell Pavilion.
- Jeff Hodges - shared information related to the landscaping at Grogan's Mill and Woodlands Parkway and expressed opposition of allocating funding for the Spring Creek Nature Trail.
- Christina Johnson - shared concerns about concert content at the Cynthia Woods Mitchell Pavilion.
- Dawn Kempf - shared concerns about concert content at the Cynthia Woods Mitchell Pavilion.
- Kiley Sudduth - expressed concerns about covenant violations related to her residence.
- Natalie Hegg - expressed concerns about covenant violations related to her residence.

7. **President/CEO's Report;**

a. **Keep Texas Beautiful Gold Star Affiliate Award;**

Monique Sharp, President/Chief Executive Officer, congratulated the Township's Environmental Services Department on being recognized as a Gold Star Affiliate by Keep Texas Beautiful. She shared that the award highlights the Township's ongoing commitment to sustainability and environmental stewardship. She shared that the designation reflects a level of effort and commitment that sets the Township apart as leaders in creating lasting, visible change in our community.

b. **2026 Texas Association of Municipal Information Officers (TAMIO) Awards;**

Monique Sharp, Chief Executive Officer, shared that the Township's Communications Department received state recognition at the 2026 Texas Association of Municipal Information Officers annual conference, where they received four awards, which included:

- Township Senior Communications Specialist Perry Frank, in the Photography Single Image category, won the Award of Excellence for his Labor Day Pie Eating Contest Photo, titled Red, White and Pie Face.
- Township Graphic Designer Jaclyn Ballou, in the Special Publication category for populations 50,000 to 150,000, won the Award of Excellence for her design of the Junior Park Ranger Field Guide.
- Township Video Producer Steven Romero, for Best Social Media Post for populations of 75,000 to 150,000, won the Award of Honor for the Robot Dog Video, showing a robotic dog that surprised a Township meeting. Also, for the Video Campaign in the population category of 100,000 to 200,000, Steven won the Award of Excellence for the Set It, Don't Forget It Video Series.

8. **Receive, consider and act upon reports from Village Association representatives;**

The following Village Association (VA) representatives presented a report:

- Alden Bridge VA - President Mary Ann Braid - provided an update on recent and future meetings and events.
- Cochran's Crossing VA - President JC Harville - provided an update on recent and future

meetings and events.

- Sterling Ridget VA - President Eric Fishhaut - provided an update on recent and future meetings and events.

Motion by: Treasurer Richard Franks moved to accept the reports.

Second by: Director Shelley Sekula-Gibbs

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	YES
	Secretary Linda Nelson	YES
	Treasurer Richard Franks	YES
	Director Cindy Heiser	YES
	Director Adam Lamb	YES
	Director Shelley Sekula-Gibbs	YES

CONSENT AGENDA

9. **Receive, consider and act upon the Consent Agenda;**
(This agenda consists of non-controversial or "housekeeping" items required by law. One motion with modifications, if applicable, approves for action, all items contained within the Consent Agenda. Items may be moved from the Consent Agenda to the Regular Agenda by any Board Member making such request prior to a motion and vote.)

Note: Chairman Brad Bailey requested that consent agenda item 9h be moved to the regular agenda.

Motion by: Treasurer Richard Franks moved to accept the consent agenda, as amended.

Second by: Vice Chairman Craig Eissler

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	YES
	Secretary Linda Nelson	YES
	Treasurer Richard Franks	YES
	Director Cindy Heiser	YES
	Director Adam Lamb	YES
	Director Shelley Sekula-Gibbs	YES

a. Receive, consider and act upon approval of the minutes of the May 15, 2026 Strategic Planning Session Meeting, May 21, 2026 Regular Meeting, and the May 28, 2026 Regular Meeting for the Board of Directors for The Woodlands Township;

b. Receive, consider and act upon Administrative Reports for Community Services;

c. Receive, consider and act upon the Communications Metrics Quarterly Report;

d. Receive, consider, and act upon Administrative Reports for Law Enforcement and Community Policing for May 2026;

e. Receive, consider and act upon Administrative Reports for The Woodlands Fire Department;

f. Receive, consider and act upon Resolution No. 006-26 regarding the Annual Report on Financial Information and Operating Data for the disclosure filing pertaining to Sales Tax and Hotel Occupancy Tax Refunding Bonds, Series 2019; Unlimited Tax Refunding Bonds, Series 2019; and Unlimited Tax Refunding Bonds, Series 2021;

g. Receive, consider and act upon an amendment to the Phone System Infrastructure agreement (C-2025-0198);

h. **Receive, consider, and act upon an award of bid for the 2026 Grogan's Point Nature Trail Pathway Bridge Replacement (C-2026-0389);**

Note: This agenda item was heard immediately after the amended Consent Agenda was approved and prior to Agenda Item 10.

Dr. Chris Nunes, Chief Operating Officer, shared information related to previous discussions with the Township Board, staff and community partners related to timing issues and proposed repair plans for the Grogan's Point Nature Trail Pathway Bridge repair. He shared background information related to the bridge, including location, increased usage, a government shutdown, and potential partnerships with the County for a bridge extension on Sawdust. He then shared the Township's short-term and long-term plan discussions related to the bridge replacement. Board discussion followed.

Motion by: Director Cindy Heiser moved to award a contract to Mc2 Civil, LLC, in the amount of $470,370, for the 2026 Grogan's Point Nature Trail Pathway Bridge Replacement and authorize the President/Chief Executive Officer to execute necessary agreements as approved to final form by Township legal counsel.

Second by: Director Shelley Sekula-Gibbs

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	YES
	Secretary Linda Nelson	YES
	Treasurer Richard Franks	YES
	Director Cindy Heiser	YES
	Director Adam Lamb	YES
	Director Shelley Sekula-Gibbs	YES

i. Receive, consider, and act upon the Federal Transit Administration's required annual review and approval of The Woodlands Township's Public Transportation Agency Safety Plan;

REGULAR AGENDA

10. **Receive, consider and act upon the results of the 2026 Resident Survey;**

Note: This agenda item was heard immediately following Agenda Item 9h.

LeaAnn Petersen, Director of Communications, provided information related to the timing of the 2026 Resident Survey, and that the survey is now complete. She then introduced Tobin McKearin, Polco's Chief Operations Officer, to provide a report related to the 2026 Resident Survey results. Mr.

McKearin provided information related to the survey method, including iteration, dates, sampling approach, confidence interval and margin of error, as well as how results are weighted. Board discussion followed. Mr. McKearin shared that, in comparison to national benchmarks, 16 of the survey questions received higher ratings, two received similar ratings and none of the questions received lower ratings. He shared that, in comparison to Texas benchmarks, 10 of the survey questions received higher ratings, three received similar ratings and none of the questions received lower ratings. He shared information related to five key findings of the survey results and provided information related to those findings. The five key findings were 1) Natural amenities and quality of life drive resident satisfaction; 2) Township services continue to earn exceptional ratings; 3) County services and public safety receive strong resident support; 4) Township communication efforts reach residents effectively; and 5) Future growth and development emerge as key community considerations. Board discussion followed.

Motion by: Treasurer Richard Franks moved to accept the report.

Second by: Director Shelley Sekula-Gibbs

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	YES
	Secretary Linda Nelson	YES
	Treasurer Richard Franks	YES
	Director Cindy Heiser	YES
	Director Adam Lamb	YES
	Director Shelley Sekula-Gibbs	YES

11. **Receive, consider and act upon an update regarding performances/performers at Cynthia Woods Mitchell Pavilion;**

Monique Sharp, President/Chief Executive Officer, read a statement from Cynthia Woods Mitchell Pavilion (the "Pavilion") in response to Township resident's complaints related to recent performers at the Pavilion. Bret Strong, Township Legal Counsel, provided information related to the Township's history with the Pavilion. Mr. Strong advised that the agreement between the Township and the Pavilion only relates to how the event tax is shared between the entities and how the funds are to be used by each. Mr. Strong shared that the Township has no agreement which allows the Township to mandate the Pavilion to adhere to any stipulations related to the artists that perform at the Pavilion. He shared that the 20-year agreement can only be modified with the agreement of both parties. Mr. Strong then shared information related to Federal Communications Commission (FCC) regulations, which specifically excludes live performances. Board discussion followed.

Motion by: Chairman Brad Bailey moved to request that the Township Chairman or President/Chief Executive Officer be appointed to the Cynthia Woods Mitchell Pavilion Board of Directors.

Second by: Director Shelley Sekula-Gibbs

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	YES
	Secretary Linda Nelson	YES
	Treasurer Richard Franks	YES
	Director Cindy Heiser	YES
	Director Adam Lamb	YES
	Director Shelley Sekula-Gibbs	YES

12. **Receive, consider and act upon an update regarding the America250 Celebration and Red, Hot & Blue Festival (July 4, 2026) and related programs and events;**

Pamela Woods, Assistant Director of Parks and Recreation, shared the background and purpose of the Township's Red Hot & Blue Festival, which was started in 1997, including event growth, estimated attendance, as well as the goal and purpose of the event to honor the 250th anniversary of the United States. Ms. Woods provided information related to the various events being held as part of the celebration, including Let Freedom Chalk, 2026 Firecracker 5K, Red Hot & Pool, and the Red Hot & Blue Festival. She also shared information related to the free shuttle services being provided during the Red Hot & Blue Festival on July 4th, as well as other parking options. Ms. Woods provided information for other community events, including Star Spangled Salute, South County Fourth of July Parade and the Riva Row Boat House swan and paddle rides. Board discussion followed.

Motion by: Treasurer Richard Franks moved to accept the report.
Second by: Director Shelley Sekula-Gibbs

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	YES
	Secretary Linda Nelson	YES
	Treasurer Richard Franks	YES
	Director Cindy Heiser	YES
	Director Adam Lamb	YES
	Director Shelley Sekula-Gibbs	YES

13. **Receive, consider and act upon the financial report;**

Note: As Ms. Shaw was approaching the podium, Secretary Linda Nelson provided an update related to the success of The Woodlands Express' FIFA World Cup Shuttle Service. Chairman Bailey shared how the success of the shuttle program relates to the financial report.

Kellan Shaw, Chief Financial Officer, provided the unaudited financial report for the five months ending May 31, 2026, noting the following:

Statement of Revenues in the General Fund-Budget vs Actual: $91.8 million YTD Budgeted Revenues versus $95.4 million YTD Actual Revenues, resulting in a favorable variance of $3.5 million, with the main favorable variances attributed to total tax revenue, higher than budgeted rental and program revenues, as well as unbudgeted grants and contributions.

Statement of Operating Expenditures in the General Fund-Budget vs Actual: $58.5 million YTD Budgeted Expenditures versus $53 million YTD Actual Expenditures, resulting in a favorable variance of $5.4 million. Ms. Shaw reported that the main component of this variance is due to timing related to the Law Enforcement expenditures and Parks and Recreation Department contracted services related to parks and pathways.

Sales and Use Tax Revenues through June 2026: $42.3 million YTD Budgeted Revenue versus $43.3 million YTD Actual Revenue Collections, resulting in a year-to-date favorable variance of $1,095,000, and a little over $2 million collected over the same time in 2025. Ms. Shaw shared a chart showing the percentage of what the collections represent, with the largest being Retail Trade, followed by Accommodation and Food Services, Manufacturing and Information, all four of which make up about 75.6% of the sales tax revenue.

Hotel Occupancy Tax Revenues through May 2026: $4.3 million YTD Budgeted Revenue Collections versus $4.23 million YTD Actual Revenue Collections, resulting in an unfavorable variance of $69,000 and approximately $12,500 less than the same period in 2025. She shared one hotel has been closed for renovation, which accounts for some of the unfavorable variance. Board discussion followed.

Mixed Beverage Tax Revenues through June 2026: $719,784 YTD Budgeted Revenue Collections versus $731,000 YTD Actual Revenue Collections, resulting in a favorable variance of $11,000, which is approximately $4,000 more than the same period in 2025.

Motion by: Secretary Linda Nelson moved to accept the financial report for the five months ending May 31, 2026.

Second by: Treasurer Richard Franks

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	YES
	Secretary Linda Nelson	YES
	Treasurer Richard Franks	YES
	Director Cindy Heiser	YES
	Director Adam Lamb	YES
	Director Shelley Sekula-Gibbs	YES

14. **Receive, consider and act upon a recommendation from the Audit Committee on the *Annual Comprehensive Financial Report* and the *Single Audit Reports* for the year ended December 31, 2025;**

Kellan Shaw, Chief Financial Officer, shared that Blazek & Vetterling (B&V), Certified Public Accountants, conducted an audit of the Township's 2025 financial records, and issued an unmodified report with no material misstatements. This means that the Township financials are accurately stated and are reliable. Ms. Shaw shared that B&V also issued single audit reports specific to federal awards related to transportation grants received for park and ride services. The single audits, which relate to compliance and control, were also unmodified reports. B&V reviewed the audit reports and the Auditor's Communication Letter with the Township Audit Committee during the meeting on June 22, 2026. The committee recommends approving the year-end audit reports as detailed above.

Motion by: Director Cindy Heiser moved to accept the Annual Comprehensive Financial Report and the Single Audit Reports for the year ended December 31, 2025.

Second by: Vice Chairman Craig Eissler

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	YES
	Secretary Linda Nelson	YES
	Treasurer Richard Franks	YES
	Director Cindy Heiser	YES
	Director Adam Lamb	YES
	Director Shelley Sekula-Gibbs	YES

15. **Receive, consider and act upon a Covenant Administration Permit Fee Waiver Policy;**

Chairman Bailey provided information related to the reason for the creation of the proposed Covenant Administration Permit Fee Waiver Policy.

Kim McKenna, Director of Covenant Administration, confirmed that the proposed fee waiver policy was created at the request of the Township Board to assist residents and commercial property owners who experience significant casualty incidents or hardship events that result in substantial damage or destruction of permitted improvements. She shared that the waiver is intended to provide reasonable financial relief and administrative flexibility to affected property owners seeking to restore their property following a qualifying casualty incident or hardship event. The policy recognizes that affected owners are often managing substantial repair and recovery costs associated with insurance deductibles, reconstruction expenses, temporary relocation and related hardships. Ms. McKenna advised that the President/Chief Executive Officer, or designee, would be authorized to waive applicable Covenant Administration Department permit fees once the resident or property owner provided supporting documents, such as insurance reports or reports from emergency responders. Board discussion followed.

Motion by: Treasurer Richard Franks moved to schedule a public hearing on July 16, 2026, regarding a proposed Covenant Administration Permit Fee Waiver Policy.

Second by: Vice Chairman Craig Eissler

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	YES
	Secretary Linda Nelson	YES
	Treasurer Richard Franks	YES
	Director Cindy Heiser	YES
	Director Adam Lamb	YES
	Director Shelley Sekula-Gibbs	YES

16. **Receive, consider, and act upon revisions to Order No. 002-26, Adopting a Policy Related to Memorials, Artwork and Commemorative Donations on Township-owned property;**

Dr. Chris Nunes, Chief Operating Officer, shared that the proposed changes to Order No. 002-26, Adopting a Policy Related to Memorials, Artwork and Commemorative Donations on Township-owned property, include limiting the term of the donation to 10 years and limiting the number of donated items per location. He shared that the proposed amendments allow the Board flexibility related to the donations. Board discussion followed.

Motion by: Director Cindy Heiser moved to schedule a public hearing on July 16, 2026, regarding proposed modifications to Order No. 002-26, Adopting a Policy Related to Memorials, Artwork and Commemorative Donations on Township-owned Property.

Second by: Director Shelley Sekula-Gibbs

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	YES
	Secretary Linda Nelson	YES
	Treasurer Richard Franks	YES
	Director Cindy Heiser	YES
	Director Adam Lamb	YES

	Director Shelley Sekula-Gibbs	YES

17. **Receive, consider and act upon an update regarding the Village Presidents' Council;**

Treasurer Richard Franks provided an update regarding the June 1, 2026, Village Presidents' Council meeting and the information provided by guest speaker Jim Carman from Howard Hughes Corporation.

Motion by: Director Shelley Sekula-Gibbs moved to accept the report.
Second by: Secretary Linda Nelson

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	YES
	Secretary Linda Nelson	YES
	Treasurer Richard Franks	YES
	Director Cindy Heiser	YES
	Director Adam Lamb	YES
	Director Shelley Sekula-Gibbs	YES

CLOSED MEETING (if applicable)

18. **Recessed to Executive Session at 8:28 p.m. to discuss matters relating to real property pursuant to §551.072, Texas Government Code; deliberation of economic development negotiations pursuant to §551.087, Texas Government Code; discuss personnel matters pursuant to §551.074, Texas Government Code; discuss IT network or critical infrastructure security pursuant to §551.089, Texas Government Code; and to consult with The Woodlands Township's attorney pursuant to §551.071, Texas Government Code;**

Chairman Bailey informed the Board that it would be necessary to recess to executive session.

19. **Reconvened in public session at 9:29 p.m.;**

Chairman Bailey shared that it would not be necessary to take action on matters discussed in executive session.

20. **Receive, consider and act upon approval of a Ground Lease and Development Agreement with Early Bird Management, LLC.;**

Note: This agenda item was deferred to a future meeting. No discussion was heard on this item.

DISCUSS FUTURE AGENDA /ANNOUNCEMENTS

21. **Consideration of items to be placed on the agenda for next month's meeting;**

Secretary Linda Nelson requested an agenda item to discuss changing the time for lighting at North Shore Park. Seconded by Director Shelley Sekula-Gibbs.

Chairman Brad Bailey requested staff develop a public relations campaign to pick up litter in

Township parks. Seconded by Director Sekula-Gibbs.

22. **Board announcements; and**

Vice Chairman Craig Eissler wished residents a Happy 4th of July.

23. **Adjournment.**

Motion by: Treasurer Richard Franks moved to adjourn the meeting at 9:32 p.m.
Second by: Vice Chairman Craig Eissler

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	YES
	Secretary Linda Nelson	YES
	Treasurer Richard Franks	YES
	Director Cindy Heiser	YES
	Director Adam Lamb	YES
	Director Shelley Sekula-Gibbs	YES

SEAL OF THE TOWNSHIP ★ THE WOODLANDS, TEXAS ★

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Linda Nelson
Secretary, Board of Directors

06/25/2026 - Regular Board of Directors meeting; 6:06 p.m. A=abstain R=recuse	Brad Bailey	Craig Eissler	Linda Nelson	Richard M. Franks	Cindy Heiser	Shelley Sekula-Gibbs	Adam Lamb
Consent 9. Approved consent agenda item: a) Minutes of the May 15, 2026 Strategic Planning Session Meeting, May 21, 2026 Regular Meeting, and the May 28, 2026 Regular Meeting for the Board of Directors for The Woodlands Township; b) Administrative Reports for Community Services; c) Communications Metrics Quarterly Report; d) Administrative Reports for Law Enforcement and Community Policing for May 2026; e) Administrative Reports for The Woodlands Fire Department; f) Resolution No. 006-26 regarding the Annual Report on Financial Information and Operating Data for the disclosure filing pertaining to Sales Tax and Hotel Occupancy Tax Refunding Bonds, Series 2019; Unlimited Tax Refunding Bonds, Series 2019; and Unlimited Tax Refunding Bonds, Series 2021; g) Amendment to the Phone System Infrastructure agreement; and i) Federal Transit Administration's required annual review and approval of The Woodlands Township's Public Transportation Agency Safety Plan.	Y	Y	Y	Y	Y	Y	Y
Regular 9h. Awarded a contract to Mc2 Civil, LLC, in the amount of $470,370, for the 2026 Grogan's Point Nature Trail Pathway Bridge Replacement and authorized the President/Chief Executive Officer to execute necessary agreements as approved to final form by Township legal counsel.	Y	Y	Y	Y	Y	Y	Y
10. Accepted the report related to the results of the 2026 Resident Survey.	Y	Y	Y	Y	Y	Y	Y
11. Requested that the Township Chairman or President/Chief Executive Officer be appointed to the Cynthia Woods Mitchell Pavilion Board of Directors.	Y	Y	Y	Y	Y	Y	Y
12. Accepted the update regarding the America250 Celebration and Red, Hot & Blue Festival (July 4, 2026) and related programs and events.	Y	Y	Y	Y	Y	Y	Y
13. Accepted the financial report for the five months ending May 31, 2026.	Y	Y	Y	Y	Y	Y	Y
14. Accepted the Annual Comprehensive Financial Report and the Single Audit Reports for the year ended December 31, 2025.	Y	Y	Y	Y	Y	Y	Y
15. Scheduled a public hearing on July 16, 2026, regarding a proposed Covenant Administration Permit Fee Waiver Policy.	Y	Y	Y	Y	Y	Y	Y
16. Scheduled a public hearing on July 16, 2026, regarding proposed modifications to Order No. 002-26, Adopting a Policy Related to Memorials, Artwork and Commemorative Donations on Township-owned Property.	Y	Y	Y	Y	Y	Y	Y
17. Accepted the update regarding the Village Presidents' Council.	Y	Y	Y	Y	Y	Y	Y

D R A F T

THE WOODLANDS TOWNSHIP

Board of Directors Meeting

REGULAR BOARD MEETING

July 16, 2026

MINUTES

THE STATE OF TEXAS §

COUNTIES OF HARRIS & MONTGOMERY §

The Board of Directors of The Woodlands Township met in regular session, open to the public, on July 16, 2026, posted to begin at 6:00 p.m. The meeting was held in the Board Chambers at the office of The Woodlands Township, 2801 Technology Forest Boulevard, The Woodlands, Texas, within the boundaries of The Woodlands Township.

STANDARD ITEMS

1. **Invocation / Pledge of Allegiance;**

   Reverend Frankie Rodriguez of HopePointe Anglican Church, provided the invocation. Treasurer Richard Franks then led the Pledge of Allegiance to the United States flag and the Texas State flag.

2. **Call meeting to order;**

   Chairman Brad Bailey called the meeting to order at 6:02 p.m. and declared that notice of this meeting was posted at least three business days in advance of the scheduled date inside the boundaries of The Woodlands Township at the office building located at 2801 Technology Forest Boulevard, The Woodlands, Texas, and posted online at https://www.thewoodlandstownship-tx.gov. The roll was then called of the duly elected members with all members being present.

Present: Chairman Brad Bailey; Vice Chairman Craig Eissler; Secretary Linda Nelson; Treasurer Richard Franks; Director Cindy Heiser; Director Adam Lamb; Director Shelley Sekula-Gibbs

Staff Present: Monique Sharp, President/Chief Executive Officer, Karen Dempsey, Chief Administrative Officer, Chris Nunes, Chief Operating Officer, Todd Stephens, Director of Intergovernmental Relations/Assistant to the President, William Pham, Chief Technology & Innovation Officer, Nick Wolda, President, Visit The Woodlands, Palmer Buck, Fire Chief, Elizabeth Eddins, Assistant Director of Visit The Woodlands, Angela Branch, Director of Human Resources, Kim McKenna, Director of Covenant Administration, John McGowan, Director of Parks and Recreation, Angel Nicks, Director of Customer Engagement, Renee Huggins, Township Secretary

Attendees: Brett Strong, Township Legal Counsel

3. **Receive, consider and act upon adoption of the meeting agenda;**

Motion by: Treasurer Richard Franks moved to adopt the meeting agenda.
Second by: Director Shelley Sekula-Gibbs

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	YES
	Secretary Linda Nelson	YES
	Treasurer Richard Franks	YES
	Director Cindy Heiser	YES
	Director Adam Lamb	YES
	Director Shelley Sekula-Gibbs	YES

4. **Recognize public officials;**

The following public officials were in attendance:

- Arthur Bredehoft - Director, The Woodlands Metro Center Municipal Utility District; Vice-Chairman, Montgomery County Appraisal District; and Chair, The Woodlands Development Standards Committee
- Scott Preston - Sterling Ridge Residential Design Review Committee

5. **Public comment;**

The following individuals provided public comment:

- Deacon Tom Vicknair - representing St. Anthony of Padua Church and Knights of Columbus - expressed appreciation to the Township for installing a Baby Box.
- Stuart Schroeder - shared concerns related to recent Entergy power outages.
- Heather Ramsey - congratulated Chairman Brad Bailey on being awarded 2026 Community Citizen of the Year by The Woodlands Area Chamber of Commerce.
- Justin Woods/Steve Eric - shared information about the Pineywoods Film Festival.

CONSENT AGENDA

6. **Receive, consider and act upon the Consent Agenda;**
(This agenda consists of non-controversial or "housekeeping" items required by law. One motion with modifications, if applicable, approves for action, all items contained within the Consent Agenda. Items may be moved from the Consent Agenda to the Regular Agenda by any Board Member making such request prior to a motion and vote.)

Motion by: Treasurer Richard Franks moved to approve the consent agenda.
Second by: Director Shelley Sekula-Gibbs

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	YES
	Secretary Linda Nelson	YES

Treasurer Richard Franks	YES
Director Cindy Heiser	YES
Director Adam Lamb	YES
Director Shelley Sekula-Gibbs	YES

a. Receive, consider and act upon Administrative Reports for The Woodlands Fire Department;

b. Receive, consider and act upon the Assignment of Reservations of Pathway Easements from The Woodlands Land Development Company, L.P. for the State Highway 242 Pathway Project (P-2026-0468);

c. Receive, consider and act upon the proposed 30-foot Pathway Easement from Langmuir Systems LLC for the State Highway 242 Pathway Project (P-2026-0468-1);

d. Receive, consider, and act upon the proposed 30-foot Pathway Easement from The Woodlands Land Development Company, L.P. for the State Highway 242 Pathway Project (P-2026-0468-4);

e. Receive, consider, and act upon the proposed 30-foot Pathway Easement from Montgomery County, Texas, for the State Highway 242 Pathway Project (P-2026-0468-5);

f. Receive, consider, and act upon the proposed 30-foot Pathway Easement from JJA Motor Holdings, LLC for the State Highway 242 Pathway Project (P-2026-0468-2);

g. Receive, consider, and act upon the proposed 30-foot Pathway Easement from the San Jacinto River Authority for the State HIghway 242 Pathway Project (P-2026-0468-6);

h. Receive, consider, and act upon the Second Amendment to the Construction Contract for Park Restroom Renovations (C-2024-0608);

i. Receive, consider and act upon an award of bid for Town Hall restroom renovation (C-2026-0421);

j. Receive, consider and act upon the annual software payment for Microsoft Enterprise Licensing (C-2018-0380);

REGULAR AGENDA

7. **Receive, consider and act upon an award of bids for Streetscape maintenance for Projects North (C-2026-0279), South (C-2026-0486), Street Sweeping (C-2026-0487) and Tree Care (C-2026-0488);**

   Dr. Chris Nunes, Chief Operating Officer, advised that this agenda item is being deferred to a future meeting. No discussion was heard, and no action was taken on this agenda item.

8. **Recessed the regular meeting of the Board of Directors at 6:20 p.m.;**

   Chairman Bailey announced that the regular meeting was being recessed in order to conduct a Public Hearing related to Township Order No. 005-26.

9. **PUBLIC HEARING: Convene and conduct a Public Hearing regarding proposed amendments to Order No. 005-26 to include a Covenant Administration Permit Fee Waiver Policy;**

Kim McKenna, Director of Covenant Administration, shared that the permit fee waiver policy relates to properties that have suffered catastrophic damage. She shared that the policy would assist residents who are already dealing with expensive repairs caused by fire, storms or other circumstances beyond their control. Board discussion followed.

After Ms. McKenna's presentation, Chairman Bailey opened the floor for Public Comment. The following individuals provided public comment:

- Arthur Bredehoft - expressed support for the Permit Fee Waiver Policy.

10. **Reconvened the regular meeting of the Board of Directors at 6:23 p.m.;**

Chairman Bailey shared that it would be necessary to take action on matters discussed in Agenda Item 9.

11. **Receive, consider and act upon adoption of the proposed amendments to Order No. 005-26 to include a Covenant Administration Permit Fee Waiver Policy;**

Motion by: Treasurer Richard Franks moved to approve the modification of Order No. 005-26 to include a Covenant Administration Permit Fee Waiver Policy.

Second by: Director Cindy Heiser

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	YES
	Secretary Linda Nelson	YES
	Treasurer Richard Franks	YES
	Director Cindy Heiser	YES
	Director Adam Lamb	YES
	Director Shelley Sekula-Gibbs	YES

12. **Recessed the regular meeting of the Board of Directors at 6:24 p.m.;**

Chairman Bailey announced that the regular meeting was being recessed in order to conduct a Public Hearing related to Township Order No. 002-26.

13. **PUBLIC HEARING: Convene and conduct a Public Hearing regarding proposed revisions to Order No. 002-26, Adopting a Policy Related to Memorials, Artwork and Commemorative Donations on Township-owned property;**

Dr. Chris Nunes, Chief Operating Officer, shared that the two proposed changes to Order No. 002-26 included adding a 10-year term for the placement of any approved donations and limiting the number of donated items per area.

After Dr. Nunes' presentation, Chairman Bailey opened the floor for Public Comment related to the proposed changes. There were no individuals who provided public comment.

14. **Reconvened the regular meeting of the Board of Directors at 6:26 p.m.;**

Chairman Bailey shared that it would be necessary to take action on matters discussed in Agenda Item 13.

15. **Receive, consider and act upon adoption of the modifications to Order No. 002-26, Adopting a Policy related to Memorials, Artwork and Commemorative Donations on Township-owned Property;**

Motion by: Director Shelley Sekula-Gibbs moved to approve the modifications to Order No. 002-26, Adopting a Policy related to Memorials, Artwork and Commemorative Donations on Township-owned Property.
Second by: Director Cindy Heiser

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	YES
	Secretary Linda Nelson	YES
	Treasurer Richard Franks	YES
	Director Cindy Heiser	YES
	Director Adam Lamb	YES
	Director Shelley Sekula-Gibbs	YES

CLOSED MEETING (if applicable)

16. **Recessed to Executive Session at 6:27 p.m. to discuss matters relating to real property pursuant to §551.072, Texas Government Code; deliberation of economic development negotiations pursuant to §551.087, Texas Government Code; discuss personnel matters pursuant to §551.074, Texas Government Code; discuss IT network or critical infrastructure security pursuant to §551.089, Texas Government Code; and to consult with The Woodlands Township's attorney pursuant to §551.071, Texas Government Code;**

Chairman Bailey informed the Board that it would be necessary to recess to executive session.

17. **Reconvened in public session at 7:31 p.m.;**

Chairman Bailey shared that it would not be necessary to take action on matters discussed in executive session.

DISCUSS FUTURE AGENDA /ANNOUNCEMENTS

18. **Consideration of items to be placed on the agenda for next month's meeting;**

There were no items requested to be placed on next month's agenda.

19. **Board announcements; and**

Director Shelley Sekula-Gibbs shared that the Houston-Galveston Area Council Montgomery County Area Agency on Aging is hosting an informational pop-up community event at the Kevin Brady Community Center on July 21, 2026.

Vice Chairman Craig Eissler commended staff on a successful Red Hot & Blue Festival and fireworks show. The full Board concurred.

20. **Adjournment.**

Motion by: Treasurer Richard Franks moved to adjourn the meeting at 7:35 p.m.
Second by: Director Shelley Sekula-Gibbs

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	YES
	Secretary Linda Nelson	YES
	Treasurer Richard Franks	YES
	Director Cindy Heiser	YES
	Director Adam Lamb	YES
	Director Shelley Sekula-Gibbs	YES

SEAL OF THE TOWNSHIP THE WOODLANDS, TEXAS

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Linda Nelson
Secretary, Board of Directors

07/16/2026 - Regular Board of Directors meeting; 6:02 p.m. A=abstain R=recuse	Brad Bailey	Craig Eissler	Linda Nelson	Richard M. Franks	Cindy Heiser	Shelley Sekula-Gibbs	Adam Lamb
Consent 6. Approved consent agenda item: a) Administrative Reports for The Woodlands Fire Department; b) Assignment of Reservations of Pathway Easements from The Woodlands Land Development Company, L.P. for the State Highway 242 Pathway Project; c) Proposed 30-foot Pathway Easement from Langmuir Systems LLC for the State Highway 242 Pathway Project; d) Proposed 30-foot Pathway Easement from The Woodlands Land Development Company, L.P. for the State Highway 242 Pathway Project; e) Proposed 30-foot Pathway Easement from Montgomery County, Texas, for the State Highway 242 Pathway Project; f) Proposed 30-foot Pathway Easement from JJA Motor Holdings, LLC for the State Highway 242 Pathway Project; g) Proposed 30-foot Pathway Easement from the San Jacinto River Authority for the State Highway 242 Pathway Project; h) Second Amendment to the Construction Contract for Park Restroom Renovations; i) Award of bid for Town Hall restroom renovation; and j) Annual software payment for Microsoft Enterprise Licensing.	Y	Y	Y	Y	Y	Y	Y
Regular 11. Approved modification to Order No. 005-26 to include a Covenant Administration Permit Fee Waiver Policy.	Y	Y	Y	Y	Y	Y	Y
15. Approved modifications to Order No. 002-26, Adopting a Policy related to Memorials, Artwork and Commemorative Donations on Township-owned Property.	Y	Y	Y	Y	Y	Y	Y

D R A F T

THE WOODLANDS TOWNSHIP

Board of Directors Meeting

REGULAR BOARD MEETING

July 23, 2026

MINUTES

THE STATE OF TEXAS §

COUNTIES OF HARRIS & MONTGOMERY §

The Board of Directors of The Woodlands Township met in regular session, open to the public, on July 23, 2026, posted to begin at 6:00 p.m. The meeting was held in the Board Chambers at the office of The Woodlands Township, 2801 Technology Forest Boulevard, The Woodlands, Texas, within the boundaries of The Woodlands Township.

STANDARD ITEMS

1. **Invocation / Pledge of Allegiance;**

   Director Adam Lamb provided the invocation. Director Shelley Sekula-Gibbs then led the Pledge of Allegiance to the United States flag and the Texas State flag.

2. **Proclamations;**

   a. **Proclamation recognizing Alzheimer's Awareness and Brain Health Month;**

   Director Cindy Heiser read the proclamation and proclaimed July as Alzheimer's Awareness and Brain Health Month.

3. **Call meeting to order;**

   Chairman Brad Bailey called the meeting to order at 6:06 p.m. and declared that notice of this meeting was posted at least three business days in advance of the scheduled date inside the boundaries of The Woodlands Township at the office building located at 2801 Technology Forest Boulevard, The Woodlands, Texas, and posted online at https://www.thewoodlandstownship-tx.gov. The roll was then called of the duly elected members, with three members being absent at the time the roll was called.

Present: Chairman Brad Bailey; Secretary Linda Nelson; Director Cindy Heiser; Director Adam Lamb; Director Shelley Sekula-Gibbs

Absent: Vice Chairman Craig Eissler; Treasurer Richard Franks

Staff Present: Monique Sharp, President/Chief Executive Officer, Karen Dempsey, Chief Administrative Officer, Chris Nunes, Chief Operating Officer, Todd Stephens, Director of Intergovernmental Relations/Assistant to the President, William Pham, Chief Technology & Innovation Officer, Nick Wolda, President, Visit The Woodlands, Palmer Buck, Fire Chief, Angela Branch, Director of Human Resources, LeaAnn Petersen, Director of Communications, Kellan Shaw, Chief Financial Officer, Angel Nicks, Director of Customer Engagement, Kim McKenna, Director of Covenant Administration, Renee Huggins, Township Secretary

Attendees: Brett Strong, Township Legal Counsel

4. **Receive, consider and act upon adoption of the meeting agenda;**

Motion by: Director Cindy Heiser moved to adopt the meeting agenda.

Second by: Director Shelley Sekula-Gibbs

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	ABSENT
	Secretary Linda Nelson	ABSENT
	Treasurer Richard Franks	ABSENT
	Director Cindy Heiser	YES
	Director Adam Lamb	YES
	Director Shelley Sekula-Gibbs	YES

5. **Recognize public officials;**

The following public officials were in attendance:

- Arthur Bredehoft - Director, The Woodlands Metro Center Municipal Utility District; Vice-Chairman, Montgomery County Appraisal District; and Chair, The Woodlands Development Standards Committee
- Scott Preston - Sterling Ridge Residential Design Review Committee

6. **Public comment;**

The following individuals provided public comment:

- Michele Nuckolls - shared concerns about concert content at the Cynthia Woods Mitchell Pavilion.

7. **Receive, consider and act upon reports from Village Association representatives;**

The following Village Association (VA) representatives presented a report:

- Alden Bridge VA - President Mary Ann Braid - provided an update on recent and future meetings and events.

Motion by: Director Shelley Sekula-Gibbs moved to accept the report.

Second by: Director Adam Lamb

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	ABSENT
	Secretary Linda Nelson	ABSENT
	Treasurer Richard Franks	ABSENT
	Director Cindy Heiser	YES
	Director Adam Lamb	YES
	Director Shelley Sekula-Gibbs	YES

CONSENT AGENDA

8. **Receive, consider and act upon the Consent Agenda;**
(This agenda consists of non-controversial or "housekeeping" items required by law. One motion with modifications, if applicable, approves for action, all items contained within the Consent Agenda. Items may be moved from the Consent Agenda to the Regular Agenda by any Board Member making such request prior to a motion and vote.)

Motion by: Director Cindy Heiser moved to approve the consent agenda.

Second by: Director Shelley Sekula-Gibbs

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	ABSENT
	Secretary Linda Nelson	ABSENT
	Treasurer Richard Franks	ABSENT
	Director Cindy Heiser	YES
	Director Adam Lamb	YES
	Director Shelley Sekula-Gibbs	YES

a. Receive, consider and act upon Administrative Reports for Community Services;

b. Receive, consider, and act upon Administrative Reports for Law Enforcement and Community Policing for June 2026;

c. Receive, consider and act upon an award of bids for on-call/as-needed property maintenance for Covenant Administration (C-2026-0367, C-2026-0384, C-2026-0385);

d. Receive, consider and act upon the Anticipated Debt Service Collection Rate for 2026-2027 and the 2025 Excess Debt Service Tax Collection Report, as certified by the Montgomery County Tax Assessor-Collector;

e. Receive, consider and act upon appointments to The Woodlands Township's Booking and Blocking Committee;

REGULAR AGENDA

9. **Receive, consider and act upon a quarterly update on Law Enforcement;**

Note: Treasurer Linda Nelson arrived at the dais at 6:15 p.m., at the beginning of Agenda Item 9.

Captain Rhyan Droddy, South Patrol Division - Division 6, Montgomery County Sheriff's Office, provided a combined Montgomery County Sheriff's Office (MCSO) and Harris County Constable, Precinct 4, (HCC4) law enforcement report for the second quarter of 2026. Captain Droddy provided statistics related to the total calls for service and a summary of the crime categories of note. He then provided a more detailed look at the crime categories of note, as well as a chart showing the 12-month crime trend.

Captain Droddy then spotlighted two successful multi-agency operations, including the Memorial Day Task Force and the South County Blitz. He provided statistics related to those operations, including traffic stops, citations, arrests, Driving While Intoxicated arrests, narcotics arrests, weapons seizures, and stolen vehicle recoveries. Captain Droddy then shared statistics and information related to The Woodlands Crime Reduction Unit (CRU), including statistics related to year-to-date arrests and traffic stops, as well as some specific case highlights involving joint agency initiatives. Captain Droddy advised that May is Mental Health Awareness Month, and shared that MCSO, in partnership with The Woodlands Township, provides funding for two Mental Health Deputies. Captain Droddy then reported that, in response to concerns from Township residents related to pedicab operators in the Township, MCSO conducted a focused enforcement plan that resulted in the issuance of several citations and pedicabs being towed when necessary to resolve immediate safety concerns.

Captain Droddy ended his presentation with a moment of silence for Deputy Erika Serrato, who was killed in the line of duty on June 28, 2026. Board discussion followed.

Lieutenant Jason Cearley, HCC4, shared that his agency has taken a more forceful approach to e-bike enforcement within Creekside Park Village. He reported that HCC4 is also dealing with fraud cases in the area and assured residents that HCC4 would never call residents asking for money. Board discussion followed.

Lieutenant Bobby Sellers, Montgomery County Constable's Office, Precinct 3, Criminal Investigations Unit, presented the second quarter 2026 versus the second quarter 2025 statistics for Safe Harbor and Internet Crimes Against Children (ICAC), which included new cases assigned, forensic interviews conducted, search warrants and court orders obtained, devices forensically examined, and felony charges filed. Lieutenant Sellers shared information related to Operation Offside, a joint agency operation focused on child exploitation and human trafficking during the FIFA World Cup. He shared statistics on the result of the operation, including the number of criminal charges filed, arrests made and victims rescued, and provided a list of the partner agencies involved. Lt. Sellers also provided statistics related to the Patrol Division and the Criminal Interdiction Unit. Lt. Sellers then introduced K9 Andy and his handler, Detective Norton. Detective Norton shared information on K9 Andy's job duties related to child exploitation and performed a demonstration. Board discussion followed.

Motion by: Secretary Linda Nelson moved to receive and accept the reports.
Second by: Director Shelley Sekula-Gibbs

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	ABSENT

	Secretary Linda Nelson	YES
	Treasurer Richard Franks	ABSENT
	Director Cindy Heiser	YES
	Director Adam Lamb	YES
	Director Shelley Sekula-Gibbs	YES

10. **Receive, consider and act upon an update on the Respect the Path Educational Initiative;**

LeaAnn Petersen, Director of Communications, shared the history of the Respect the Path Education Initiative, which has been in place for approximately one year. She provided e-vehicle incident data tracked by The Woodlands Fire Department from July 2025 through July 2026, including age ranges, whether helmets were worn, conveyance and injury type. Ms. Petersen then shared information related to videos created and shared by the Communications Department. She also provided a partner update, which included Conroe Independent School District and Memorial Hermann Hospital. Board discussion followed.

Motion by: Director Cindy Heiser moved to accep the report.
Second by: Director Shelley Sekula-Gibbs

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	ABSENT
	Secretary Linda Nelson	YES
	Treasurer Richard Franks	ABSENT
	Director Cindy Heiser	YES
	Director Adam Lamb	YES
	Director Shelley Sekula-Gibbs	YES

11. **Receive, consider and act upon the financial report;**

Kellan Shaw, Chief Financial Officer, provided the unaudited financial report for the six months ending June 30, 2026, noting the following:

Statement of Revenues in the General Fund-Budget vs Actual: $100.7 million YTD Budgeted Revenues versus $104.4 million YTD Actual Revenues, resulting in a favorable variance of $3.6 million, with the main favorable variances attributed to total tax revenue, higher than budgeted program revenues and grants and contributions.

Statement of Operating Expenditures in the General Fund-Budget vs Actual: $71.5 million YTD Budgeted Expenditures versus $64.9 million YTD Actual Expenditures, resulting in a favorable variance of $6.6 million. Ms. Shaw reported that main component of this variance is due to timing related to the Law Enforcement contract and Parks and Recreation Department expenditures. Several other departments also had favorable variances due to open positions throughout the year and the timing of contracted services. She shared the unfavorable variance in Event Tax was offset by a favorable variance in Event Tax. Board discussion followed.

Sales and Use Tax Revenues through July 2026: $49 million YTD Budgeted Revenue versus $50 million YTD Actual Revenue Collections, resulting in a year-to-date favorable variance of $973,753, which is 2% over budget, and $2.3 million, additional revenue collected over the same time in 2025.

Hotel Occupancy Tax Revenues through June 2026: $5.3 million YTD Budgeted Revenue Collections versus $5.2 million YTD Actual Revenue Collections, resulting in an unfavorable variance of $95,558. She reported that the unfavorable variance is mostly contributed to one hotel being closed for renovation. Board discussion followed.

Mixed Beverage Tax Revenues through July 2026: $852,000 YTD Budgeted Revenue Collections versus $871,000 YTD Actual Revenue Collections, resulting in a favorable variance of $18,589, which is approximately $5,800 more than the same period in 2025. Board discussion followed.

Motion by: Director Shelley Sekula-Gibbs moved to accept the financial report for the six months ending June 30, 2026.

Second by: Secretary Linda Nelson

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	ABSENT
	Secretary Linda Nelson	YES
	Treasurer Richard Franks	ABSENT
	Director Cindy Heiser	YES
	Director Adam Lamb	YES
	Director Shelley Sekula-Gibbs	YES

12. **Receive, consider and act upon calling Directors Election to be held on November 3, 2026, and determining procedure for giving notice of same, and the adoption of an order in connection therewith (with Supplemental Agenda for Adoption of Order Calling Elections);**

Karen Dempsey, Chief Administrative Officer, reported that Director Positions 1, 2, 3 and 4 are up for election this year for a two-year term, and Election Day is November 3, 2026. Ms. Dempsey reported that, each year, the Board calls the election by order and adopts the form of the order. She advised that the form includes calling the election; appointment of the Township Secretary as the Election Agent; and approval of the election contracts with Harris and Montgomery Counties to manage the election process. Ms. Dempsey advised that the order will be translated into the required languages, which include Spanish, Vietnamese and Chinese.

Motion by: Director Shelley Sekula-Gibbs moved to adopt the form of Order Calling Directors Election, which specifies that notice of the election will be given by posting and designates the staff position of Township Secretary as the Township's Election Agent.

Second by: Director Cindy Heiser

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	ABSENT
	Secretary Linda Nelson	YES
	Treasurer Richard Franks	ABSENT
	Director Cindy Heiser	YES
	Director Adam Lamb	YES

	Director Shelley Sekula-Gibbs	YES

CLOSED MEETING (if applicable)

13. **Recessed to Executive Session at 7:20 p.m. to discuss matters relating to real property pursuant to §551.072, Texas Government Code; deliberation of economic development negotiations pursuant to §551.087, Texas Government Code; discuss personnel matters pursuant to §551.074, Texas Government Code; discuss IT network or critical infrastructure security pursuant to §551.089, Texas Government Code; and to consult with The Woodlands Township's attorney pursuant to §551.071, Texas Government Code;**

    Chairman Bailey informed the Board that it would be necessary to recess to executive session.

14. **Reconvened in public session at 7:39 p.m.;**

    Chairman Bailey shared that it would be necessary to take action on matters discussed in executive session.

15. **Receive, consider and act upon a Ground Lease Agreement between The Woodlands Township and Forest Capital Partners, LP for a short course golf complex and associated amenities;**

    Dr. Chris Nunes, Chief Operating Officer, shared background information related to the Strategic Planning Initiative requested by the Township Board for a proposed golf complex concept to be developed at the South Gosling Tract. He then provided information related to the proposed location and the environmental studies that have been completed on the property and a proposed Master Plan. Dr. Nunes provided information related to the Request for Proposals process and the proposed key terms for a Ground Lease and Development Agreement related to the project. Board discussion followed.

Motion by: Secretary Linda Nelson moved to approve the Ground Lease Agreement with Forest Capital Partners, LP materially in the form presented tonight to the Board for the development, construction and operation by the Tenant of a short course recreational golf complex and associated amenities and authorize the President/Chief Executive Officer to execute any necessary agreements as approved to final form by Township legal counsel.

Second by: Director Shelley Sekula-Gibbs

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	ABSENT
	Secretary Linda Nelson	YES
	Treasurer Richard Franks	ABSENT
	Director Cindy Heiser	YES
	Director Adam Lamb	YES
	Director Shelley Sekula-Gibbs	YES

DISCUSS FUTURE AGENDA /ANNOUNCEMENTS

16. **Consideration of items to be placed on the agenda for next month's meeting;**

There were no items requested to be placed on next month's agenda.

17. **Board announcements; and**

Director Shelley Sekula-Gibbs congratulated The Woodlands Fire Department Station 6 on having the first baby surrendered to the Baby Box and shared information about a $100,000 anonymous donation to the Baby Box organization.

Director Sekula-Gibbs encouraged residents to attend The Woodlands Township's Board Budget Workshops to be held the week of August 17, 2026.

18. **Adjournment.**

Motion by: Secretary Linda Nelson moved to adjourn the meeting at 7:58 p.m.
Second by: Director Shelley Sekula-Gibbs

Passed:	Chairman Brad Bailey	YES
	Vice Chairman Craig Eissler	ABSENT
	Secretary Linda Nelson	YES
	Treasurer Richard Franks	ABSENT
	Director Cindy Heiser	YES
	Director Adam Lamb	YES
	Director Shelley Sekula-Gibbs	YES

_____
Linda Nelson
Secretary, Board of Directors

07/23/2026 - Regular Board of Directors meeting; 6:06 p.m. A=abstain R=recuse	Brad Bailey	Craig Eissler	Linda Nelson	Richard M. Franks	Cindy Heiser	Shelley Sekula-Gibbs	Adam Lamb
Consent 6. Approved consent agenda item: a) Administrative Reports for Community Services; b) Administrative Reports for Law Enforcement and Community Policing for June 2026; c) Award of bids for on-call/as-needed property maintenance for Covenant Administration; d) Anticipated Debt Service Collection Rate for 2026-2027 and the 2025 Excess Debt Service Tax Collection Report, as certified by the Montgomery County Tax Assessor-Collector; and e) Appointments to The Woodlands Township's Booking and Blocking Committee.	Y				Y	Y	Y
Regular 9. Received and accepted the quarterly update on Law Enforcement.	Y		Y		Y	Y	Y
10. Accepted the update on the Respect the Path Educational Initiative.	Y		Y		Y	Y	Y
11. Accepted the financial report for the six months ending June 30, 2026.	Y		Y		Y	Y	Y
12. Adopted the form of Order Calling Directors Election, which specifies that notice of the election will be given by posting and designated the staff position of Township Secretary as the Township's Election Agent.	Y		Y		Y	Y	Y

THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda
Meeting Date: 08/20/2026

SUBJECT MATTER:
Receive, consider and act upon Administrative Reports for Community Services;

FISCAL IMPACT:
Not applicable.

BACKGROUND:
Not applicable.

RECOMMENDATION:
Accept the report.

Attachments

Community Services Administrative Report - July 2026



Chief Operating Officer

MONTHLY REPORT

to the Board of Directors

Covenant Administration

Parks and Recreation

Transportation

THE WOODLANDS® TOWNSHIP

July 2026

Commercial Operations

TreeVentures	Q1	Q2	July	2026 YTD	2025 YTD
Admission Revenue	$82,123	$65,874	$33,607	$181,604	$207,818
Group Revenue	$15,197	$12,939	$4,230	$32,366	$33,575
Other Revenue	$5,313	$7,341	$1,875	$14,529	$11,531
Total	**$102,633**	**$86,154**	**$39,712**	**$228,499**	**$252,924**
Participants	2,709	2,025	769	5,503	5,803
Per Admission Revenue	$38	$43	$52	$42	$44

All decimals are rounded to the nearest whole number.





Boat Houses	Q1	Q2	July	2026 YTD	2025 YTD
Riva Row Rentals*	$87,215	$119,108	$50,274	$256,597	$297,945
Lakes Edge Rentals	$7,607	$14,309	$7,516	$29,431	$31,357
Mall Swans Rentals	$17,980	$16,509	$5,920	$40,409	$23,467
Programs	$8,895	$7,892	$5,734	$22,522	$21,115
Total	**$121,697**	**$157,818**	**$69,445**	**$348,960**	**$373,884**
# Rentals	3,772	5,011	2,129	10,912	11,765
Per Rental Revenue	$32	$31	$33	$32	$32

** Includes Northshore & Kayak Storage. All decimals are rounded to the nearest whole number.*





Recreation

Recreation	Q1	Q2	July	2026 YTD	2025 YTD
Front Desk Enrolled	4,168	3,804	748	8,720	9,513
Online Enrolled	3,582	3,416	986	7,984	8,770
Programs/Sessions offered	1,034	1,068	450	2,552	2,776
Cancelled Classes	134	50	6	192	334
Revenue Generated from Programs	$808,169	$636,749	$115,020	$1,559,938	$1,697,800
Revenue Generated per Registration (Receipt Price Per Registrant)	$104	$88	$66	$93	$146
Fitness Passes Sold	180	203	54	437	447
Fitness Area Uses	2,713	2,516	761	5,990	6,395
PARDES Facebook Followers (Total to Date)	40,833	41,444	41,814	41,444	38,833
Tennis Enrollments (Groups, Private, Programs)	6,652	4,873	1,007	12,532	12,643
Pickleball (Lessons/ Leagues)	294	329	65	688	1,424
Softball Teams	47	35	0	82	131
Soccer Teams	83	80	0	163	168
Sunny Dayz Enrollments	3,153	986	395	4,534	4,253
Revenue Generated from Sunny Dayz	$1,021,529	$16,052	$1,403	$1,038,984	$967,362
Revenue Generated Per Registration (Receipt Price Per Registrant)	$324	$16	$4	$229	$227

** Monthly numbers vary based on registrations, refunds, and cancellations. All decimals are rounded to the nearest whole number.*







Sunny Dayz Camp



PARKS & RECREATION
THE WOODLANDS TOWNSHIP

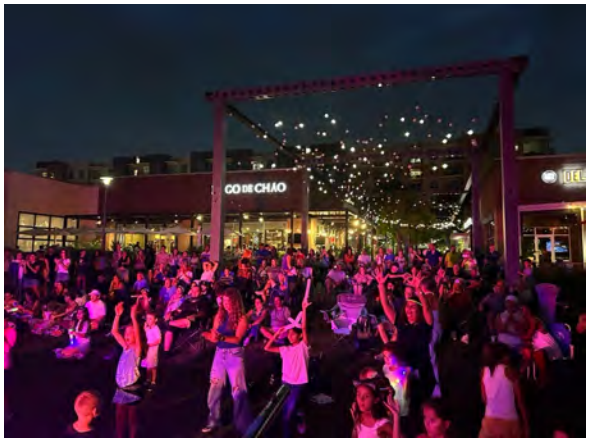
Special Events

Special Events	Q1	Q2	July	2026 YTD	2025 YTD
Cash Sponsorships	$33,750	$21,700	$3,000	$58,450	$48,750
In Kind Sponsorships	$2,926	$9,580	$667	$13,173	$22,065
Field Reservations	4,083	3,278	853	8,214	6,256
Field Reservations Hours	17,762	18,512	7,444	43,718	31,519
Pavilion Reservations	499	1,015	292	1,806	1,847
Pavilion Reservation Hours	4,096	9,680	2,572	16,348	14,759
Township Events- Participants (Est.)	4,800	4,400	101,600	110,800	50,151
YTD Township Race Participation	1,438	2,321	2,430	2,430	2,175

**Included Ice Rink Numbers in January 2025*

All decimals are rounded to the nearest whole number





Rock the Row





Firecracker 5K

PARKS & RECREATION
THE WOODLANDS TOWNSHIP

Special Events









Red, Hot & Blue Festival

Aquatics

Program Registration Numbers	Q1		Q2		July		2026 YTD		2025 YTD	
	Enrolled	Revenue	Enrolled	Revenue	Enrolled	Revenue	Enrolled	Revenue	Enrolled	Revenue
Jr. Swim Team	43	$2,220	192	$41,335	26	$2,595	261	$46,150	198	$35,306
Privates Lesson Enrollment	150	$3,200	617	$18,683	352	$10,560	1,119	$32,443	1,496	$37,400
Cyclones/TAAF	37	$1,735	0	$0	0	$0	37	$1,735	141	$17,043
5 & 6 Cyclones	11	$790	0	$0	0	$0	11	$790	24	$2,053
Learn to Swim	102	$5,040	647	$53,740	390	$41,706	1,139	$100,486	1,068	$87,695
Hurricanes	198	$47,290	15	$3,375	0	$0	213	$50,665	207	$44,820
Waves	189	$48,525	10	$2,340	0	$0	199	$50,865	222	$41,621
Riptides	179	$43,758	41	$9,225	0	$0	220	$52,983	213	$46,060
Totals:	909	$152,558	1,522	$128,698	768	$54,861	3,199	$336,117	1,553	$311,998

**NEW PROCESS: Registrations numbers calulated in the month of start date of program.*

Pool Pass Membership Sales	Q1		Q2		July		2026 YTD		2025 YTD	
	Passes	Revenue	Passes	Revenue	Passes	Revenue	Passes	Revenue	Passes	Revenue
Resident Pool Pass 3 to 64 years	337	$14,326	9,477	$407,714	565	$24,919	10,379	$446,960	11,010	$461,700
Resident Pool Pass 0 to 2 years	42	$317	709	$5,414	55	$423	806	$6,154	852	$6,550
Resident Pool Pass 65 & Up	50	$956	741	$14,321	85	$1,656	876	$16,933	869	$12,831
Resident 5+ Discount Pass	11	$220	380	$7,540	35	$700	426	$8,460	436	$8,720
Scholarship Pool Pass	7	$140	176	$3,440	20	$400	203	$3,980	137	$3,120
Non-Resident 3 & Up	16	$2,303	325	$47,268	4	$584	345	$50,154	265	$39,856
Non-Resident 0 to 2 years	2	$58	48	$1,395	3	$88	53	$1,542	33	$1,398
Employee Pass			49	$2,410			49	$2,410	57	$2,490
Employee Pass - up to 4 passes			28	$1,740	2	$72	30	$1,812	12	$540
Totals:	465	$18,320	$11,933	$491,242	769	$28,842	13,167	$538,404	13,671	$537,205

Open/ Public Swim Entry	Q1		Q2		July		2026 YTD		2025 YTD	
	Attendance	Revenue	Attendance	Revenue	Attendance	Revenue	Attendance	Revenue	Attendance	Revenue
Alden Bridge Pool			4,954	$8,052	2,633	$3,768	7,587	$11,820	5,381	$7,119
Bear Branch Pool			7,648	$57,249	4,681	$35,379	12,329	$92,628	15,036	$83,788
Cranebrook Pool			6,159	$15,819	4,088	$13,438	10,247	$29,257	10,586	$23,957
Creekwood Pool			1,711	$2,573	1,103	$1,382	2,814	$3,955	2,945	$4,272
Falconwing Pool			5,388	$6,527	3,982	$5,517	9,370	$12,044	8,547	$11,585
Forestgate Pool			1,581	$1,520	1,008	$761	2,589	$2,281	2,206	$2,330
Harpers Landing Pool			1,313	$3,252	700	$1,180	2,013	$4,432	2,547	$5,557
Lakeside Pool			630	$1,610	415	$736	1,045	$2,346	2,527	$1,991
Ridgewood Pool			3,764	$4,321	3,186	$3,541	6,950	$7,862	7,791	$6,276
Rob Fleming Aquatic Center			11,698	$131,452	11,535	$138,674	23,233	$270,126	28,285	$266,706
Sawmill Pool			4,564	$14,165	3,428	$9,205	7,992	$23,370	2,328	$20,008
Shadowbend Pool			1,568	$2,066	922	$1,259	2,490	$3,325	4,065	$6,825
Wendtwoods Pool			4,316	$12,965	2,159	$7,132	6,475	$20,097	9,242	$24,317
Windvale Pool			1,844	$2,384	1,403	$2,538	3,247	$4,922	3,041	$4,827
Totals:			57,138	$263,955	41,243	$224,510	98,221	$488,465	104,527	$469,558

Rental Revenue	Q1		Q2		July		2026 YTD		2025 YTD	
	Reservations	Revenue	Reservations	Revenue	Reservations	Revenue	Reservations	Revenue	Reservations	Revenue
Contracted User Groups	372	$32,486	352	$26,460	98	$6,624	822	$65,569	1,111	$98,027
Rentals**			125	$47,576	112	$20,475	237	$68,051		
Daycare			79	$775	69	$820	148	$1,595	102	$3,628

**All decimals are rounded to the nearest whole number.*

***This is the first year to track rentals.*

Red, Hot & Pool





Junior Lifeguarding





PARKS & RECREATION
THE WOODLANDS TOWNSHIP

Pathway Operations

Trail Name	Q1	Q2	July 2026	2026 YTD
Creekside West	181	115	78	138
Flintridge	284	158	134	208
Footbridge	278	58	18	146
GM Ped Bridge	140	131	92	129
Grogan's Mill	158	167	131	158
Millbend Loop	144	93	37	107
Northeast Waterway	1,666	548	559	1,028
Northwest Waterway	566	313	379	431
Research Forest	103	39	43	78
Rob Fleming Lodge	60	29	13	40
Rob Fleming Recreation Center	116	70	61	89
Shadowbend	152	129	6	121
Southeast Waterway	1,037	1,112	854	1,043
Southwest Waterway	1,050	1,048	760	1,008
Spindle Tree	334	353	293	336
Total	**6,268**	**4,362**	**3,457**	**5,049**

All decimals are rounded to the nearest whole number

Streetscapes

Streetscapes	Q1	Q2	July	2026 YTD Total	2025 YTD Total
Woodlands Entries (Cycles) - Brightview	12	12	5	29	29
Community Entries (Cycles) - Brightview	6	6	2	14	14
Town Center maintenance (Cycles) - Berkeley	10	12	5	27	26
ROW Mowing (Cycles) - Brightview	0	3	2	5	5
Street Sweeping Villages (Cycles) - Brightview	9	9	3	21	21
Street sweeping Town Center (Cycles) - Brightview	12	12	4	28	28
Jumbo CDS/Intract (Cycles) - In House	1	3	1	5	4
Small CDS (sites visited) - In House	0	2,047	1,336	3,383	2,724
Trash Removed Villages (Days) - In House	60	49	17	126	128
Trash Removed Town Center (Days) - Berkeley	52	55	19	126	122
Trash Removed (Gallons) - In House	32,680	23,575	7,865	64,120	75,520
Trash (Bulk items) - In House	2,417	1,768	583	4,768	5,161
WO Created (Streetscapes)	1,893	2,218	575	4,686	N/A
WO Closures (Streetscapes)	1,421	1,172	502	3,095	5,478
Forestry					
# of In House Trees Removed	1,246	485	13	1,744	2,513
# of Contractor Trees Removed	1,910	1,196	324	3,430	3,587
Trees Planted (Outside of Community Reforest Plan)	968	0	0	968	23
Vine Maintenance Days Completed	120	0	0	120	120

PARKS & RECREATION
THE WOODLANDS TOWNSHIP

Park Operations

Natural Resources	Q1	Q2	July	2026 YTD	2025 YTD
WOs Created	502	278	203	983	1,522
WOs Completed	878	388	166	1,432	1,685

Facilities	Q1	Q2	July	2026 YTD	2025 YTD
WOs Created	667	694	364	1,725	2,367
WOs Completed	1,308	1,187	328	2,823	2,726

Alden Bridge Sports Park Renovation 7/20





Park Rangers

Park Ranger Patrol	January	February	March	April	May	Jun	Jul	2026 YTD Total	2025 YTD Total
Pathway Patrol Hours	525:17	505:27	597:28	527:56	522:37	532:15	587:26	3798:26	4,464:53
Pathway Patrol Hours Per Mile*	2:19	2:14	2:38	2:20	2:18	2:21	2:35	2:24	2.85
After Hour Calls via Main Line	38	46	62	87	115	125	130	603	975
Bandit Sign Removal	12	22	57	69	78	106	115	459	223
Park Inspections- Walk Through	534	607	833	753	815	581	725	4,848	3,201
Park Inspections-Call Out	67	85	150	171	198	158	175	1,004	1,008
Park Inspections-Detailed	1,190	1,167	1,312	1,144	1,115	1,113	1,215	8,256	11,106
Average Inspections Per Park	12.98	13.47	16.63	14.99	12.98	13.42	15.33	14.60	14.83

*226 miles of pathways

138 parks inspected

World Ranger Day, 7/31



PARKS & RECREATION
THE WOODLANDS TOWNSHIP

Town Center Operations

Town Center Operations	Q1	Q2	July	2026 YTD
Work Orders Created	702	693	100	**1,495**
Work Orders Completed	**639**	**710**	**107**	**1,456**

Staffing:
Opening posted for Late Night Ranger position. Interviews underway.
Training:
Town Center Leadership conducted 1 CPR/First aid course for Town Hall staff.
Enhancements:
SOD enhancements throughout The Woodlands Waterway completed after delays
Artificial turf installed at the Hughes Landing Boardwalk Great Lawn by Truluck's
Tree replacements at Waterway Square Park
Events:
7/2 - Firecracker 5K along The Waterway
7/4 - Red, Hot & Blue Festival, Town Center
7/9 - 7/30 - Rock the Row, Hughes Landing

**All events organized by The Woodlands Township*



Firecracker 5K



World Ranger Day, 7/31

About The Town Center

The Town Center Division was created in 2012 to manage the Township's assets in the Town Center area. These include Waterway Square Park, Town Green Park, Riva Row Park, the Koi Garden in Millennium Mew Park, the upper and lower sections of The Woodlands Waterway, and amenities in Hughes Landing such as Lakes Edge Park, Botanical Garden, Water Garden Park, the Hughes Landing Boardwalk and Band Shell. Town Center Rangers and other staff also patrol the pathways and streetscapes throughout Town Center as well as The Woodlands Waterway itself.

Park and Recreation Capital Projects

Dept.	Budget Year	Project Description	Estimated Completion
Aquatics	2026	Pool Rules Signage	TBD - Post Season
		Pool Slide Replacement	10/1/2026
		Sprayground Improvements	11/1/2026
Park Ops	2026	Athletic Facility Improvement	8/31/2026
		Lake & Pond Improvements	11/1/2026
		Rob Fleming Pump Station	11/1/2026
		Park Drainage Improvements	12/31/2026
		Recreation Center Improvements	12/31/2026
Planning	2026	Athletic Court Fencing	8/31/2026
		Athletic Court Resurfacing	8/31/2026
		Parks, Pathway, Courts & Pool Lights - LED	9/30/2026
		Pavilion Repairs	9/30/2026
		Wayfinding Signs	9/30/2026
		Bridge Replacement	10/30/2026
		Park Amenities	10/30/2026
		Park Signs	10/30/2026
		Playground Improvements	10/30/2026
		Pool Pump Room Repair	12/1/2026
		Monument Signs	12/31/2026
		Pathway and Paving Improvements	12/31/2026
PNA	2026	ABSP Ph1-Benches/Bleachers	12/31/2026
		ABSP Reno Ph1-Shade Awnings	12/31/2026
		ABSP Reno Ph1 - Pavilion	12/31/2026
		ABSP Reno Ph1 - Playground	12/31/2026
		ABSP Reno Ph1 - Restroom	12/31/2026
		ABSP Reno Ph1 - LED Lighting	12/31/2026
		ABSP Ph1 Parking Lot Lights	12/31/2026
Town Center	2026	Waterway Elevator Replacement	8/31/2026
		Holiday Decoration Replacement	9/30/2026
		Town Center Streetscape Repairs	12/31/2026
Planning	2025	Shadow Lake Marsh Experience	8/31/2026
		Playground Improvements	9/30/2026
		Pathway and Paving Improvements	12/31/2026
		Pavilion Repairs	12/31/2026
		242 Connector Pathway (TxDOT)	In Progress
Town	2025	Waterway Square Fountain Renovation	In Progress
Park Ops	2024	PARDS Office Expansion	In Progress
Planning	2024	North Millbend Pathway Connector	12/31/2026
		Pavilion Repairs	In Progress
		Harper's Landing Pathway Connector	TBD

Dept.	Budget Year	Project Description	Estimated Completion
Planning	2023	Parking Lot Expansion	In Progress
		South Gosling Engineering	In Progress
Park Ops	2023	Bicycle Lane	In Progress
Recreation	2023	Bear Branch Phase II	In Progress
Planning	2022	Major Park Renovation	In Progress
Town Center	2022	Hardscape Improvements	In Progress
Complete			
Aquatics	2026	Chemtrol Units	Complete
		Lifeguard Stand Replace	Complete
		Pool Fencing	Complete
		Pool Deck Refurb/Replaster	Complete
		Pool Shade Structure	Complete
		Slide & Foam Refurbish	Complete
		Thermal Cover	Complete
Park Ops	2026	Grogan's Mill Pedestrian Bridge	Complete
Park Ops	2026	Irrigation Improvements	Complete
Town Center	2026	Riva Row Boat House Repairs	Complete
Town Center	2026	Hughes Landing Boardwalk Artificial Turf	Complete

About Parks and Recreation

PARKS & RECREATION
THE WOODLANDS TOWNSHIP

The Woodlands Township Parks and Recreation Department consists of seven divisions: Park Operations, Park Planning, Aquatics, Recreation, Special Events, Town Center Operations and Streetscapes. These divisions work in collaboration to operate, maintain and program 220 miles of hike and bike pathways/nature trails, 220 miles of streetscapes, 4,445 acres of open space, 151 community parks, Texas TreeVentures, 95 playgrounds, 80 tennis courts, 70 lakes and ponds, 74 pavilions, 43 sportsfields, 37 basketball and volleyball courts, 14 community swimming pools, 8 sprayground, 2 boat houses, 2 recreation centers and more than 60 annual special events. The Woodlands Township has long recognized the benefits of the parks and recreation department, and its facilities, through three pillars of service: equity, conservation, and health and wellness.

Covenant Administration

Category	Q1	Q2	July	2026 YTD	2025 YTD
Residential Applications	1,693	1,798	556	**4,047**	**4,148**
Staff Approved Residential Applications	1,148	1,260	432	**2,840**	**2,956**
% Residential Applications Approved by Staff	68%	70%	78%	**70%**	**71%**
Commercial Applications	213	256	65	**534**	**386**
Staff Approved Commercial Applications	110	162	10	**282**	**149**
% Commercial Applications Approved by Staff	52%	63%	15%	**53%**	**38%**
Total Applications (Commercial+Residential)	1,906	2,054	621	**4,581**	**4,534**
Fees Collected	$132,762	$154,785	$45,511	**$333,058**	**$226,481**
Items heard by DSC	215	102	35	**352**	**536**
Violations	1,090	1,410	411	**2,911**	**3,481**
Violations Closed	1,341	1,331	419	**3,091**	**3,198**
Liens Filed	2	2	9	**13**	**50**
Active Liens	2	3	10	**15**	**50**
Liens Released	2	1	2	**5**	**10**
Revitalization Program (# Residence(s) Served)	37	26	3	**66**	**55**

Summary of Active Legal Issues
Items at consideration for legal action: 268
Lawsuits ongoing: 22
Active liens: 204

All decimals are rounded to the nearest whole number.

Covenant Administration is increasing awareness through community education by partnering with other departments and attending community wide events. Representatives will be attending these upcoming events:

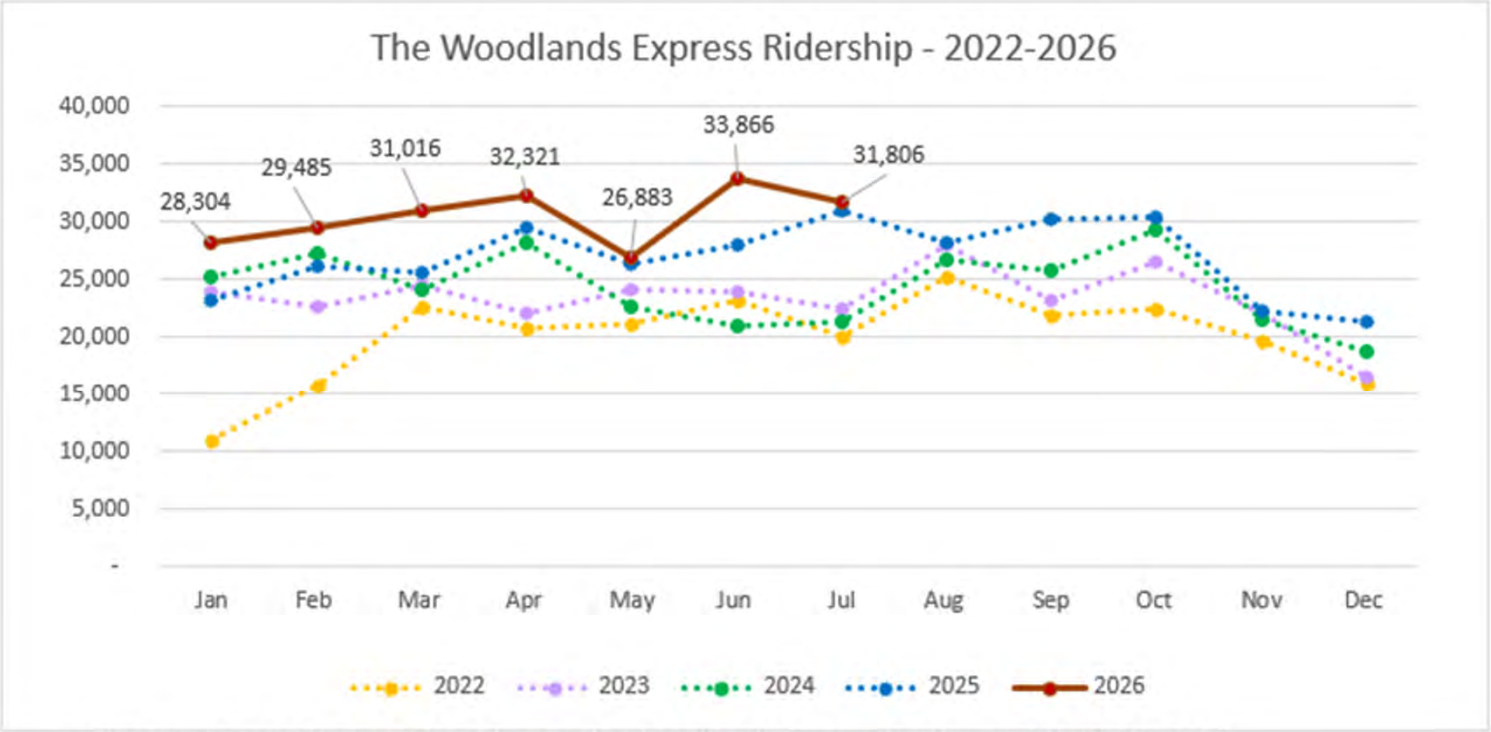
- **Golden Hour Gardening - Aug. 21**
- **National Night Out Packet Pickup Day - Sept. 24**
- **Woodlands Landscaping Solutions - Sept. 26**

About Covenant Administration

The Woodlands Township is a master-planned community that provides for orderly development of residential, commercial and industrial land usage. Long-range planning is critical to preserving the quality of development and to maintaining compatibility with the environment. Development of The Woodlands is guided by binding covenants and standards that protect the aesthetic integrity of the community. Additions and modifications to residential properties must comply with these covenants and standards to assure continuation of good design, preservation of property values and conservation of the natural environment.

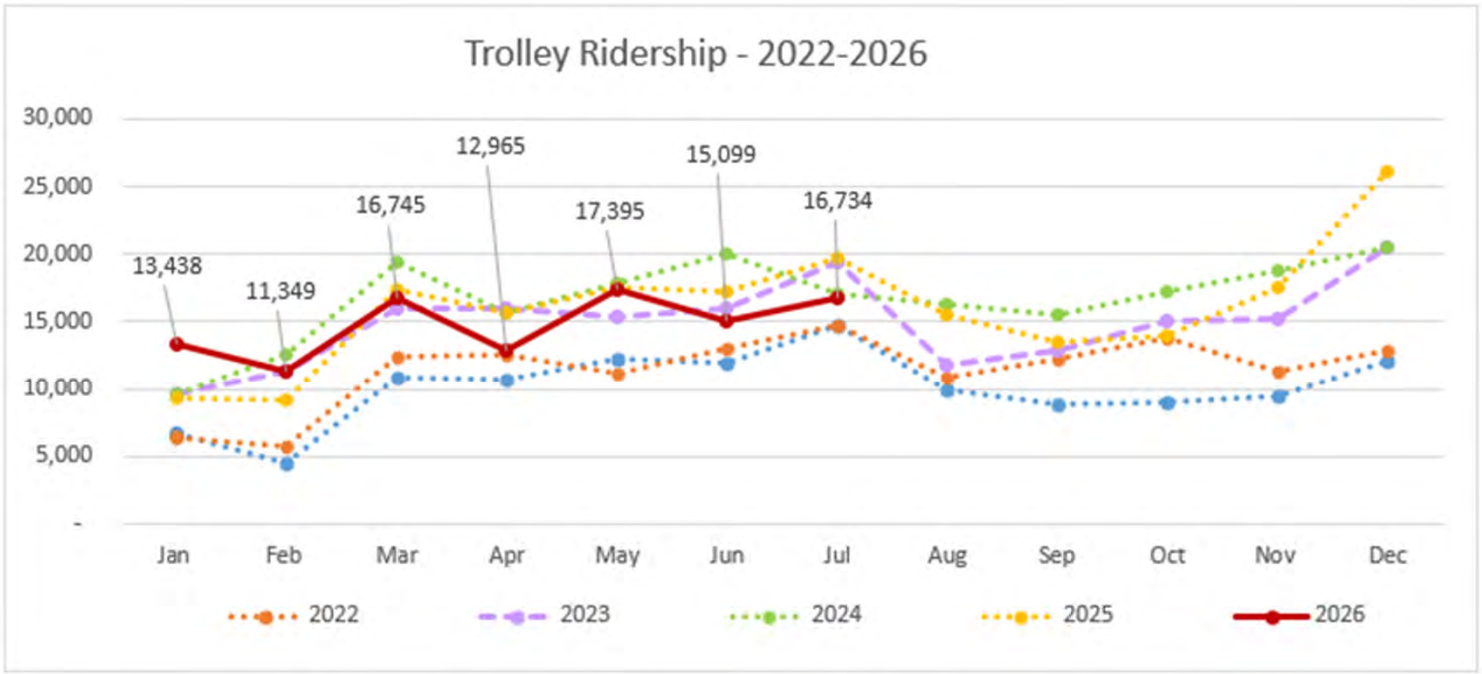
Transportation

The Woodlands Express - Commuter Ridership



There were a total of **31,806** rides on The Woodlands Express for the month of **July 2026.**

Town Center Trolleys - Ridership



There were a total of **16,734** rides on The Town Center Trolleys for the month of **July 2026.**

Transportation

Safety Report

Non-Major Assaults on Transit Workers	Non-Major Safety Occurrences in Transit Vehicles	Non-Major Safety Occurrences in Transit Facilities	Non-Major Fire Events
0	0	0	0

The Woodlands Express- First Class Tours:

Non-Major Assaults on Transit Workers	Non-Major Safety Occurrences in Transit Vehicles	Non-Major Safety Occurrences in Transit Facilities	Non-Major Fire Events
0	0	0	0



The Trolley's have a new Summer Adventure Book filled with puzzles, games and activities designed just for kids. Along the way, young adventurers collect two brand-new stickers each month during June, July and August to complete their summer collection!

About Transportation

THE WOODLANDS TOWNSHIP
TRANSPORTATION

The Woodlands Township Transportation Department manages both The Woodlands Express Park and Ride Service and The Woodlands Town Center Trolleys. The Woodlands Express provides a comfortable, convenient and economical way to commute from three park and ride locations in The Woodlands. The Woodlands Town Center Trolleys provide free services that connects The Woodlands Mall, Market Street and Hughes Landing with Town Center businesses and residences throughout the service area.

THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 08/20/2026

SUBJECT MATTER:

Receive, consider and act upon Administrative Reports for Law Enforcement and Community Policing for July 2026;

FISCAL IMPACT:

Not applicable.

BACKGROUND:

See the attached report provided by the Montgomery County Sheriff's Office and Harris County Constable's Office, Precinct 4.

RECOMMENDATION:

Accept the report.

Attachments

Law Enforcement Monthly Report - July 2026

SHERIFF
MONTGOMERY COUNTY

Combined Law Enforcement Report to The Woodlands Township for July 2026

The Woodlands Township is a special-purpose district that provides municipal-type services to the Woodlands community. By law, the Township cannot directly employ law enforcement officers; however, the Township contracts supplemental law enforcement services to enhance public safety. In Montgomery County, the Township partners with **Sheriff Wesley Doolittle** and the Montgomery County Sheriff's Office to provide community policing services across seven residential villages and the commercial tourism district located in Town Center. In Harris County, law enforcement services for the Village of Creekside Park are provided through a contract with **Constable Mark Herman** and the Harris County Constable's Office, Precinct 4. Additionally, the Township contracts with **Constable Ryan Gable** and the Montgomery County Constable's Office, Precinct 3, to assign investigators dedicated to crimes against children.

Each residential village benefits from full-time deputies who provide 24/7 coverage. While these supplemental policing services are directly contracted by The Woodlands Township, both Montgomery and Harris Counties continue to fund and provide essential law enforcement infrastructure through their tax levies. These include command and administrative oversight, crime scene investigation and detective divisions, real-time crime center support, tactical teams, training and recruitment, traffic enforcement, forensic laboratory services, emergency communications and dispatch, jail operations, and various specialized units such as those focused on sex offender compliance, auto theft, and organized crime and narcotics.

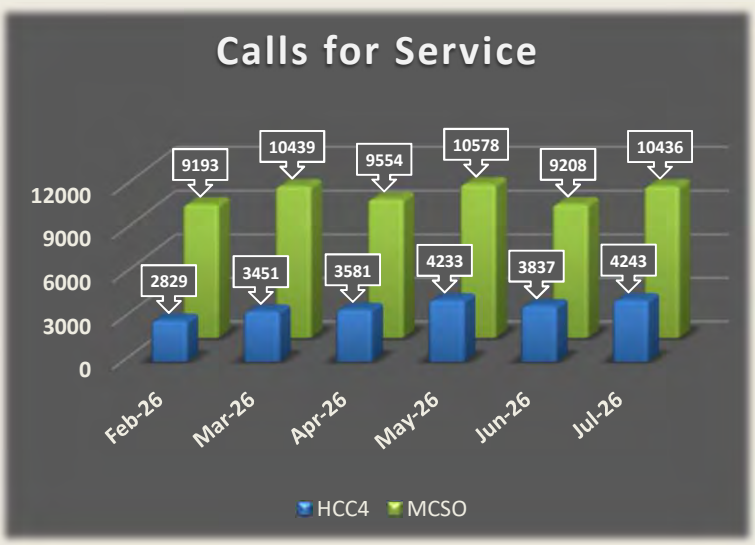
The Montgomery County Sheriff's Office South Patrol, operating under The Woodlands Township Division, is responsible for all policing in the seven Montgomery County residential villages and the Town Center commercial district. The Village of Creekside Park remains under the jurisdiction of the Harris County Constable's Office, Precinct 4.

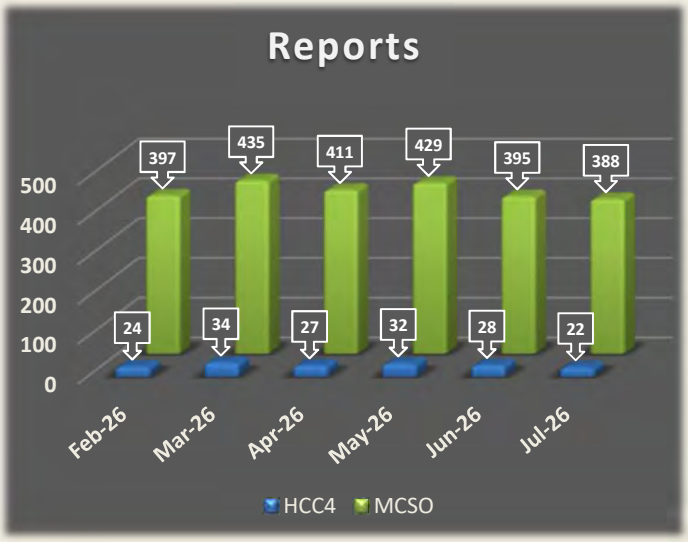
Nine Policing Response Zones:

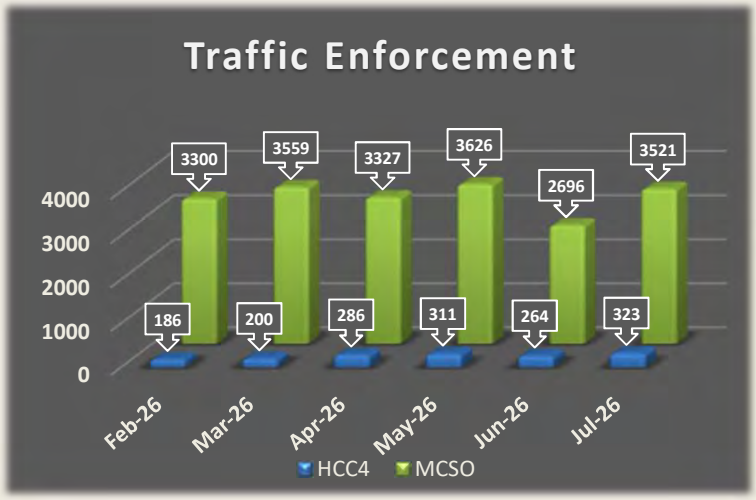
- The Village of Grogan's Mill
- The Village of Panther Creek
- The Village of Indian Springs
- The Village of Sterling Ridge
- The Village of Alden Bridge
- The Village of Cochran's Crossing
- The Village of College Park
- The Woodlands Town Center (tourism and commercial zone)
- The Village of Creekside Park

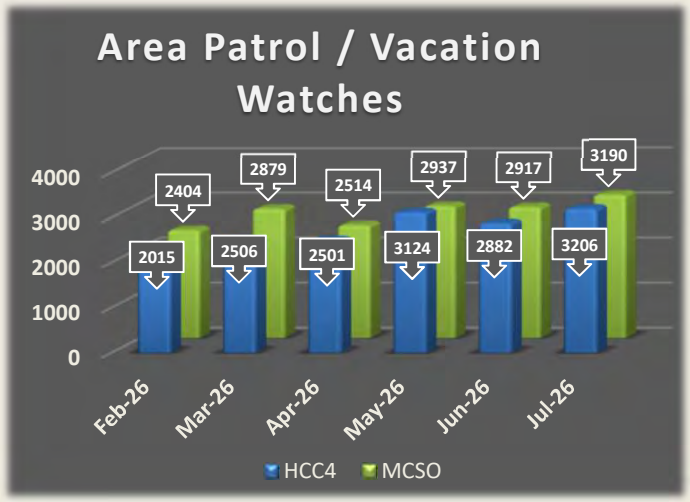
Please keep in mind that this report represents a snapshot in time for each of the months included, based on when the data was provided by law enforcement. Due to the fluid nature of criminal investigations, some data may have evolved or changed after the report was finalized and released.

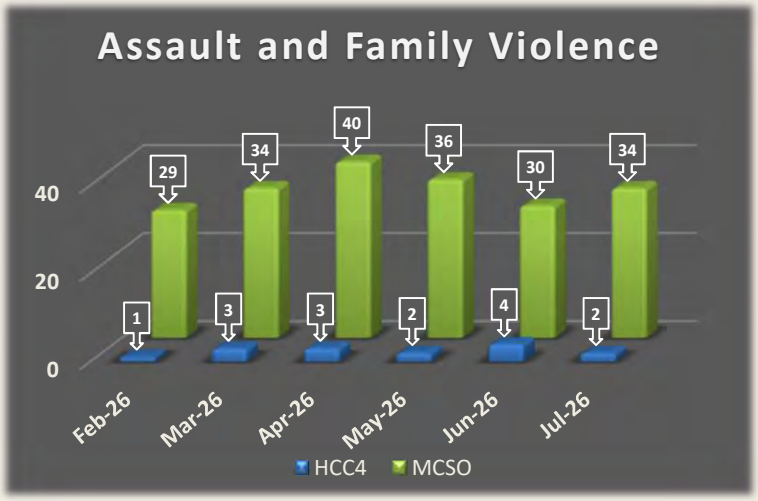
Combined Law Enforcement Public Safety Report

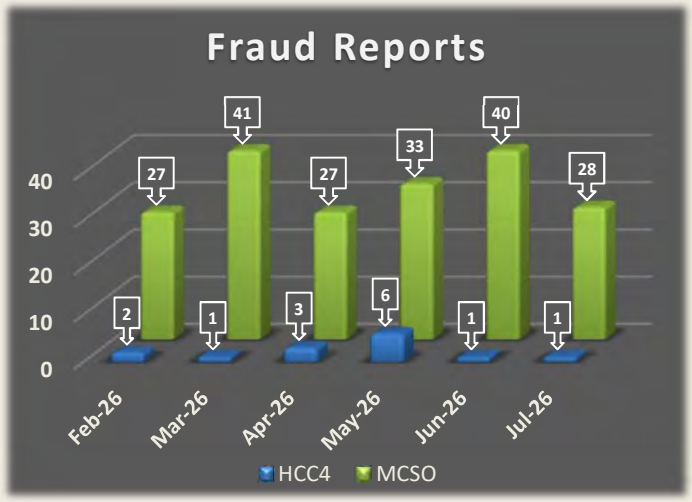












Combined Law Enforcement Public Safety Report

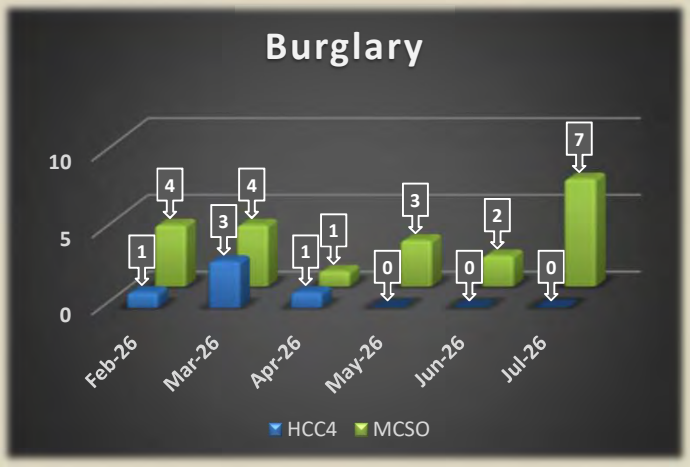
July 2026
THE WOODLANDS TOWNSHIP
COMBINED MONTHLY
CRIME CATEGORIES REPORT

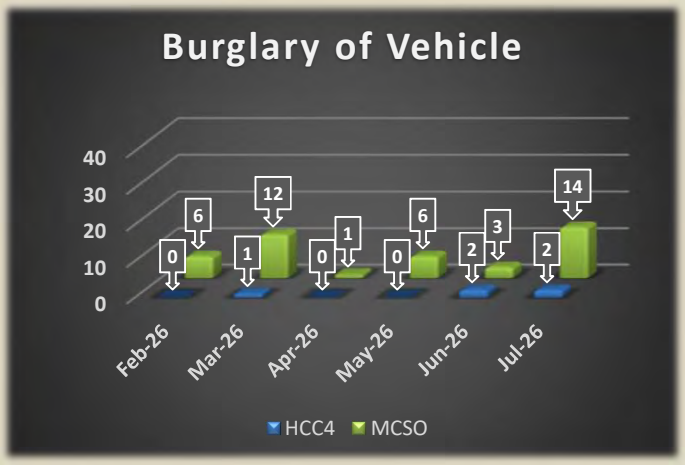
Crime Catergories of Note	Grogans Mill	Panther Creek	Indian Springs	Sterling Ridge	Alden Bridge	Cochrans Crossing	College Park	Town Center	Creekside Park	TOTAL
Assault - Family Violence	6	3	1	4	5	1	3	2	0	**25**
Assault (excludes family violence)	2	1	0	0	1	0	5	0	2	**11**
Burglary Building	0	2	0	1	0	0	0	0	0	**3**
Burglary Habitation	0	0	0	1	1	2	0	0	0	**4**
Burglary Motor Vehicle	3	1	0	0	0	1	1	8	2	**16**
Criminal Mischief	2	2	0	0	1	1	1	0	2	**9**
Forgery/Fraud	11	3	1	1	5	2	1	4	1	**29**
Homicide	0	0	0	0	0	0	0	0	0	**0**
Robbery	0	1	0	0	0	0	0	0	0	**1**
Suicide/Attempted Suicide	0	0	0	0	0	0	1	0	0	**1**
Theft - Auto	1	0	0	0	0	0	0	3	0	**4**
Theft-Misdemeanor & Felony	5	7	0	3	0	2	5	27	3	**52**
All Other Criminal Reports	11	6	5	5	1	3	5	30	2	**68**
Information	18	19	14	11	20	8	15	64	7	**176**
TOTAL	**59**	**45**	**21**	**26**	**34**	**20**	**37**	**138**	**19**	**399**

July 2025
THE WOODLANDS TOWNSHIP
COMBINED MONTHLY
CRIME CATEGORIES REPORT

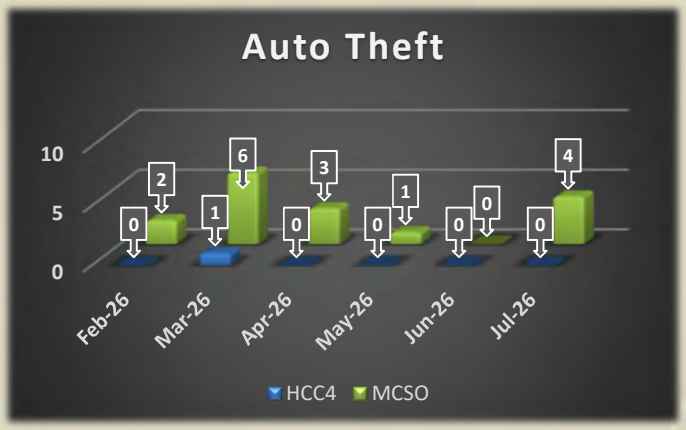
Crime Catergories of Note	Grogans Mill	Panther Creek	Indian Springs	Sterling Ridge	Alden Bridge	Cochrans Crossing	College Park	Town Center	Creekside Park	TOTAL
Assault - Family Violence	7	3	3	2	5	1	3	6	1	**31**
Assault (excludes family violence)	2	2	0	0	2	1	3	3	0	**13**
Burglary Building	0	1	0	0	0	0	0	0	0	**1**
Burglary Habitation	2	0	0	1	0	1	0	0	0	**4**
Burglary Motor Vehicle	3	1	1	1	0	0	0	4	5	**15**
Criminal Mischief	6	0	1	2	1	1	1	0	8	**20**
Forgery/Fraud	2	2	1	6	4	3	5	2	1	**26**
Homicide	0	0	0	0	0	0	0	0	0	**0**
Robbery	0	0	0		0	0	0	0	0	**0**
Suicide/Attempted Suicide	0		0	0	0	0	0	0	0	**0**
Theft - Auto	1	2	1	1	0	0	1	3	2	**11**
Theft-Misdemeanor & Felony	4	0	0	2	1	1	4	40	6	**58**
All Other Criminal Reports	6	4	1	4	5	1	3	39	3	**66**
Information	26	27	15	18	16	24	24	81	10	**241**
TOTAL	**59**	**42**	**23**	**37**	**34**	**33**	**44**	**178**	**36**	**486**

Incidents and Activities Which Impact Quality of Life

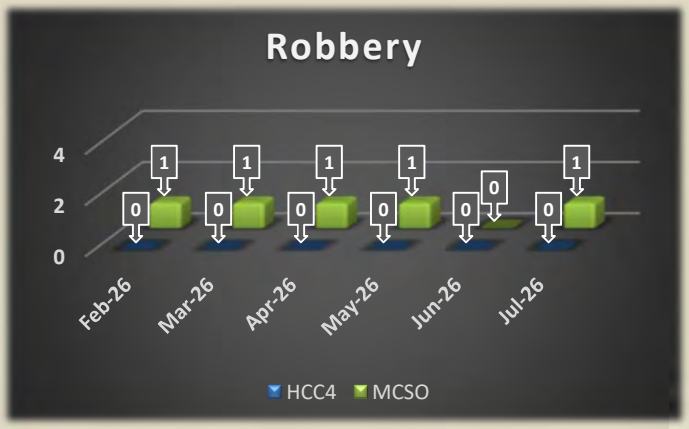


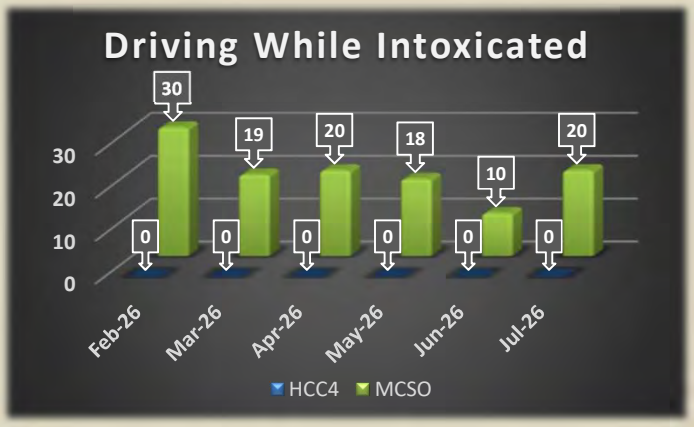


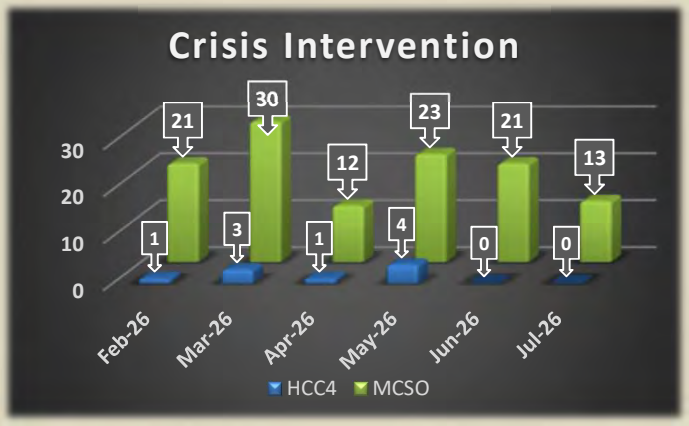












TOTAL TWT ARRESTS:	TOTAL TRAFFIC CONTACTS:
13 - FELONY 13 - MISDEMEANOR	128

During July, The Woodlands Township Crime Reduction Unit (CRU) arrested multiple suspects with active arrest warrants and also made several narcotics arrests through proactive operations. One notable incident highlighted teamwork between the CRU and our drone program to apprehend three organized shoplifting suspects. A nearby drone-assigned deputy deployed a drone overhead and relayed real-time information to en-route units. This advanced information provided responding deputies with precise information to ensuring a smooth and safe arrest while preventing three organized crime suspects from continuing their shoplifting spree.





JULY OVERTIME STATS

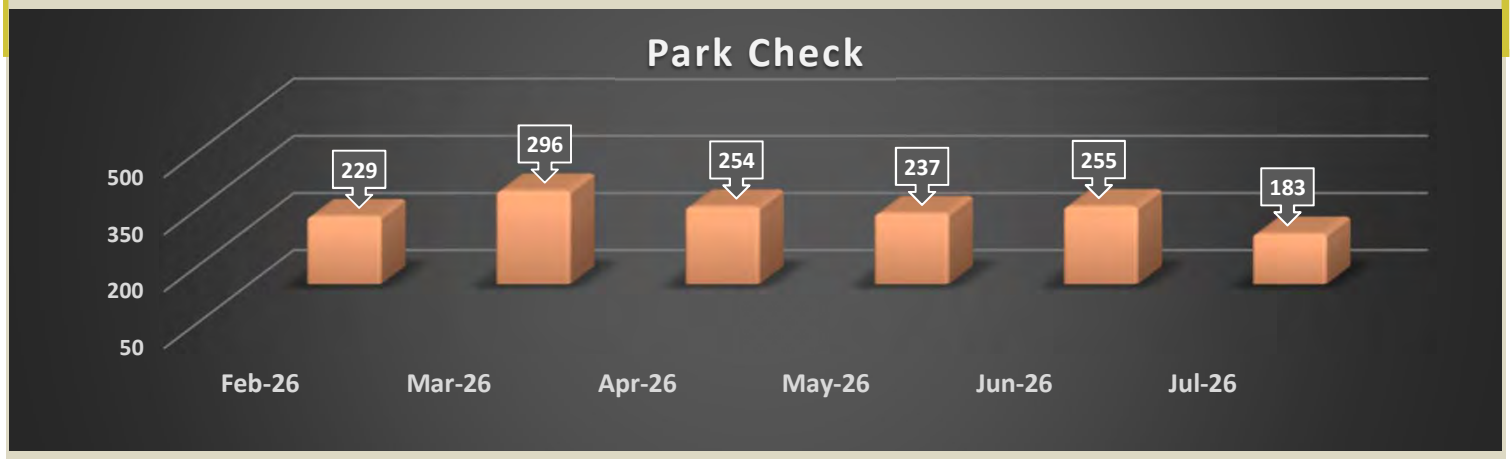


	Calls	Reports	Arrests	Warrants	DWI	Arrest Total	Traffic Stops	Citations	Warnings	Hours
WWOT	153	1	1	0	0	1	0	0	0	155
PAE	547	11	5	5	1	11	386	41	377	323
TOTAL	700	12	6	5	1	12	386	41	377	487

WWOT - Woodlands Waterway Overtime **PAE** - Proactive Enforcement

With summer winding down, the extra patrols have been creating a visible deterrent that disrupts criminal activity before it starts. In high-traffic areas like The Woodlands Town Center, a heightened law enforcement presence directly discourages shoplifting, vehicle break-ins, and organized retail theft. By assisting on-duty shifts, these proactive units drive down emergency response times even during peak summer shopping hours. Furthermore, frequent traffic stops have led to removing several illegal narcotics from the community.

This proactive strategy extends directly to The Woodlands Waterway, which has remained exceptionally safe and free of major incidents due to dedicated uniform presence during weekend evening hours. In fact, over the last three months, the Waterway saw only a single reported incident. Ultimately, these combined enforcement efforts reassure residents, protect local business revenue, and preserve the safe, family-friendly environment and high quality of life that defines The Woodlands.



THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda
Meeting Date: 08/20/2026

SUBJECT MATTER:
Receive, consider and act upon Administrative Reports for The Woodlands Fire Department;

FISCAL IMPACT:
Not applicable.

BACKGROUND:
See attached.

RECOMMENDATION:
Accept the report.

Attachments

The Woodlands Fire Department - August 2026 Activity Report

The Woodlands Fire Department

Administrative Report

August 2026

July Incidents

THE WOODLANDS FIRE DEPARTMENT
INCIDENT REPORT
July 2026

Incident Type		Count
FIRE		
Outside Fire – Construction Waste		1
Outside Fire – Dumpster / Other Outdoor Container Fire		3
Outside Fire – Other Outside Fire		1
Outside Fire – Trash / Rubbish Fire		3
Outside Fire – Utility Infrastructure Fire		1
Outside Fire – Vegetation / Grass Fire		2
Structure Fire – Confined Cooking/Appliance Fire		7
Structure Fire – Room and Contents Fire		1
Structure Fire – Structural Involvement		7
Transportation Fire – Powered Mobility Device Fire		1
Transportation Fire – Vehicle Fire - Commercial		1
Transportation Fire – Vehicle Fire - Passenger		4
	SUBTOTAL	32
RESCUE & EMERGENCY MEDICAL SERVICES INCIDENT		
Medical Illness		393
Medical Injury / Trauma		257
Medical Other		11
Rescue		6
	SUBTOTAL	667
HAZARDOUS CONDITION (no fire)		
Hazard Nonchemical – Electrical Hazard/Short Circuit		4
Hazard Nonchemical – Electrical Power Line Down / Arcing / Malfunction		3
Hazard Nonchemical – Motor Vehicle Collision		8
Hazardous Materials - Fuel Spill / Fuel Odor		1
Hazardous Materials – Gas Leak/Gas Odor		27
Investigation - Odor		5
Investigation – Smoke Investigation		7
	SUBTOTAL	55

SERVICE CALL

Alarms (Non-Medical) – CO Alarm		3
Alarms (Non-Medical) – Fire/Smoke Alarm		21
Alarms (Non-Medical) – Other Alarm		4
Citizen Assist – Citizen Assist/Service Call		25
Citizen Assist – Lift Assist		4
Disaster / Weather – Damage Assessment		1
	SUBTOTAL	58

GOOD INTENT CALL

Good Intent – Investigate Hazardous Release (Nothing Found)		2
Good Intent – No Incident Found Upon Arrival/Location Error		12
Good Intent – Smoke from Nonhostile Source (Smoke Scare)		5
	SUBTOTAL	19

FALSE ALARM & FALSE CALL

False Alarm - Cancelled		180
False Alarm – Accidental Alarm		40
False Alarm – Malfunctioning Alarm		59
False Alarm – Other False Call		9
	SUBTOTAL	288

SPECIAL INCIDENT

Law Enforcement Support		1
	SUBTOTAL	1
TOTAL INCIDENT COUNT FOR JULY 2026		**1,120**

July Non-Incident Activity

Public Relations Events

Station tours	17
Attended on site public relations event	28
Miscellaneous citizen contacts	42
Commercial on site walk thru (emergency preparedness preplanning)	2

Dispatch

Woodlands Fire Department

9-1-1 calls	881
MCHD Rollovers	N/A*
Mutual Aid given	N/A*
Mutual Aid received	N/A*

Training

Emergency Training Center events	15
Woodlands Fire Department training classes at Emergency Training Center	15

* N/A = Not Available

Fire Prevention Officer Monthly Report – July 2026

Inspections: (Assist Montgomery County Fire Marshal's Office)

- Fire Inspection: 47
- Plans Reviewed: 10
- Fire Investigations: 1
- Public Relations Events: 1
- Access Control: 0
- Ceiling Cover: 5
- Complaint: 2
- Final (Fire Code): 22
- Follow-Up: 1
- Foster Home: 0
- Hydro: 3
- Knox-Box: 6
- Life-Safety 2
- Fire Sprinkler System 0
- Site Inspection 3
- Fire Alarm System 3

TOTAL: 106





On Monday, July 7, 2026, Fire Dispatch received multiple 911 calls reporting a vehicle fire at The Woodlands Township Town Hall. Chief 10 and Engine 101 were first on scene and reported that two GEM utility vehicles were on fire, with flames extending to the brush behind the parking lot. Firefighters were able to quickly bring the fire under control, containing the damage to the two vehicles and the electric charging station.



Staffing Updates

New Hires:

None

Promotions:

Melissa Rausch	Lead Public Safety Telecommunicator 3	Eff. 06.07.2026
Laiza Suckie	Lead Public Safety Telecommunicator 3	Eff. 06.07.2026
Justin Hornsby	Driver Operator 2	Eff. 06.14.2026
Robert Krieger	Firefighter 1	Eff. 06.14.2026
Michael Garcia	Driver Operator 1	Eff. 07.02.2026
Christian Parsons	Lieutenant 1	Eff. 07.02.2026
Brandon Pounds	Lieutenant 1	Eff. 07.02.2026
Annibal Torres	Lieutenant 1	Eff. 07.02.2026
Jordan Cook	Firefighter 3	Eff. 07.20.2026
Shannon Lombard	Firefighter 3	Eff. 07.20.2026
Marcus Richardson	Firefighter 1	Eff. 07.20.2026

Retirements:

Michael Helmcamp	Lieutenant 4	Eff. 06.15.2026
Roald Hoppel	Lieutenant 2	Eff. 07.27.2026

Transfers:

Not available

July Notable Accomplishments

- TWFD Annual Medical Physicals
- July 4 Parade with the Antique and TK -101
- New Truck 105 Training
- HazMat Tech Class
- Tiller Training
- Rescue Training

Upcoming Projects & Events

- Annual SBCA Flow Testing
- HazMat Training
- Neighborhood Services “Floats of Gratitude”
- PHTLS Hybrid and Refresher Training
- PALS Refresher Training

THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 08/20/2026

SUBJECT MATTER:

Receive, consider and act upon Pathway Easement from the Lakefront South Condos, LLC (P-2026-0497);

FISCAL IMPACT:

No cost, other than legal costs to prepare and review these documents, has been incurred for the development of the easement agreement. The Township already provides maintenance for the pathway, inclusive of blowing, mowing and trimming performed by in-house staff for this segment of the pathway system.

BACKGROUND:

Lakefront South Condos, LLC, has submitted a pathway easement which would be conveyed to the Township for the use and option of a pathway. The proposed easement would allow community members to walk under the Lake Woodlands Bridge from Hughes Landing to the south side of Lake Woodlands and continue on to Grogan's Mill Drive (Attachment A and B). By accepting the easement, the Township agrees to maintain the pathway at its cost and expense.

RECOMMENDATION:

Authorize the President/Chief Executive Officer to execute the Pathway Easement with Lakefront South Condos, LLC, and to execute any necessary related documentation as approved to final form by Township legal counsel.

Attachments

Attachment A - Pathway Easement with Lakefront South Condos, LLC

Attachment B - Map

PATHWAY EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

LAKEFRONT SOUTH CONDOS, LLC, a Delaware limited liability company ("Grantor"), for and in consideration of the uninterrupted and continued use by Grantee of the easement herein granted, for the purposes set forth below, have GRANTED and by these presents do hereby GRANT AND CONVEY unto THE WOODLANDS TOWNSHIP, a governmental agency, a body politic and corporate and a political subdivision of the State of Texas ("Grantee"), for the use, benefit and enjoyment of the residents and owners of property in The Woodlands, the free and uninterrupted use, liberty, privilege and easement of pathway ingress and egress on, over, across and through the tract or parcel of land lying and being situated in the County of Montgomery, State of Texas, described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference for all purpose (the "Easement Tract").

The easement herein granted ("Easement") is subject to all covenants, conditions, restrictions, easements, liens, reservations or other matters of record affecting same which are recorded in the Office of the County Clerk of Montgomery County, Texas.

The Easement shall be used for non-motorized ingress and egress only, and no motorized vehicles of any type shall ever be used or permitted in or on the Easement Tract except in connection with construction or maintenance operations conducted by, or caused to be conducted by, Grantee or Grantor thereon.

By accepting this Easement, Grantee agrees to construct and maintain thereon pedestrian pathways and bridges at its sole cost and expense. Any and all work or operations undertaken by Grantee in connection with the construction or maintenance of pedestrian pathways or bridges on the Easement Tract shall be done at reasonable times so as to cause the least interference with the business and operations conducted by Grantor, its successors or assigns, on the Easement Tract and surrounding tracts. Any such work or operations commenced by Grantee shall be completed with all due diligence, and Grantee shall promptly restore any unused portion of the Easement Tract to its original condition at the time of the commencement of such work.

The Easement herein granted shall be non-exclusive, Grantor expressly reserving unto itself, its successors and assigns, all rights in and to the Easement Tract which are not herein specifically granted to Grantee. Grantor shall have the right to use and enjoy the Easement Tract to the full extent not inconsistent with the rights herein granted. Specifically but without limitation, Grantor reserves unto itself and its successors and assigns the right to plat the Easement Tract and impose restrictions upon the same without the consent or joinder of Grantee, and to build and use roadways and driveways across the Easement Tract as necessary for the purpose of developing the surrounding land so long as (a) all portions of the Easement Tract are repaired or replaced to the extent that same remain usable by Grantee for the purposes permitted herein, and (b) adequate markers and warning devices are installed by Grantor at each place where a roadway crosses the Easement Tract, to warn motorists and pathway users of the approaching intersection. Grantor

reserves the right to execute, acknowledge and file a plat or plats and restrictive covenants for and on behalf of Grantee and as the agent and attorney-in-fact for Grantee, to the same effect and extent as if Grantee had signed, acknowledged and filed same. Grantee does hereby name and constitute Grantor as its agent and attorney-in-fact for the execution and filing of such plats and such restrictive covenants, which power shall not terminate on the disability of Grantee. Grantee hereby subordinates its rights under this Easement to any dedication, easement or other matter contained on or created by any plat or restrictive covenant prepared and executed by Grantor, which includes all or a portion of the Easement Tract.

TO HAVE AND TO HOLD said Easement unto Grantee for so long as same is used for the purposes herein granted; provided, however, that upon cessation of the uninterrupted use of the Easement for the purposes herein stated, the Easement shall terminate automatically and shall, without further action of Grantor, revert to and vest in Grantor, its successors and assigns.

TO HAVE AND TO HOLD the Easement to Grantee, its successors and assigns.

LAKEFRONT SOUTH CONDOS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: Authorized Representative

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on _____, 2026, by _____, Authorized Representative of LAKEFRONT SOUTH CONDOS, LLC, a Delaware limited liability company.

_____
Notary Public, State of Texas

AFTER RECORDING SEND TO:

LAKEFRONT SOUTH CONDOS, LLC
c/o Howard Hughes Communities
9950 Woodloch Forest Drive, Suite 1100
Attn: Legal Dept.

LIENHOLDER CONSENT AND SUBORDINATION

The undersigned, being the present legal and equitable owner and holder of a deed of trust lien against the property described in the foregoing easement (the "Easement") pursuant to a Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated December 3, 2024, recorded in the Real Property Records of Montgomery County, Texas in/under Clerk's File No. 2024121381 (said deed of trust and all such other documents and instruments evidencing or securing the indebtedness secured thereby are collectively referred to herein as the "Security Documents" and all liens, security interests, assignments and all other encumbrances effectuated by the Security Documents are collectively referred to herein as the "Security Liens"), does hereby join in the execution of the Easement for the limited purpose of confirming and agreeing that (a) the execution and recordation of said Easement shall not constitute a default under any of the applicable Security Documents and (b) the Security Liens shall in all things be subordinate and inferior to the terms, provisions, covenants and conditions set forth in the Easement.

Trimont LLC, a Georgia limited liability company

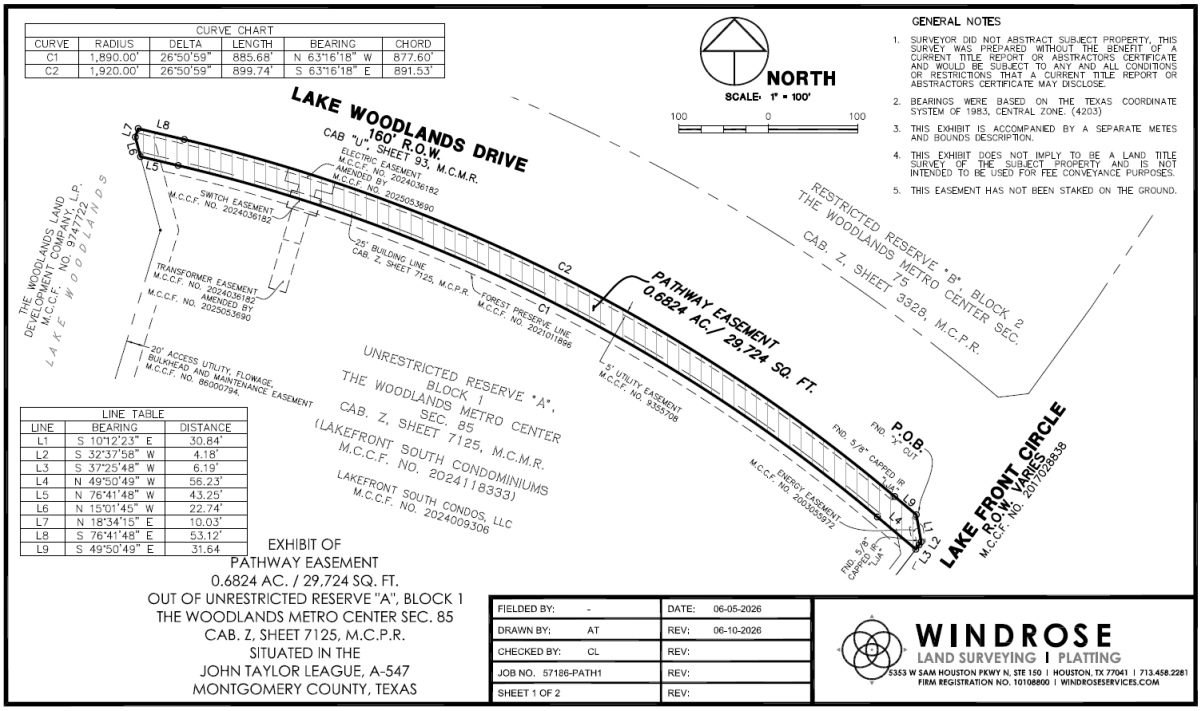
By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2026, by _____, _____ of Trimont LLC, a Georgia limited liability company, on behalf of said entity.

_____
Notary Public, State of Texas

EXHIBIT “A”


CURVE CHART
CURVE | RADIUS | DELTA | LENGTH | BEARING | CHORD
C1 | 1,890.00' | 26°50'59" | 885.68' | N 63°16'18" W | 877.60'
C2 | 1,920.00' | 26°50'59" | 899.74' | S 63°16'18" E | 891.53'
NORTH
SCALE: 1" = 100'
100 0 100
GENERAL NOTES
1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY, THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE AND WOULD BE SUBJECT TO ANY AND ALL CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE MAY DISCLOSE.
2. BEARINGS WERE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE. (4203)
3. THIS EXHIBIT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.
4. THIS EXHIBIT DOES NOT IMPLY TO BE A LAND TITLE SURVEY OF THE SUBJECT PROPERTY AND IS NOT INTENDED TO BE USED FOR FEE CONVEYANCE PURPOSES.
5. THIS EASEMENT HAS NOT BEEN STAKED ON THE GROUND.
LAKE WOODLANDS DRIVE
CAB "U", SHEET 93, M.C.M.R.
160' R.O.W.
ELECTRIC EASEMENT M.C.C.F. NO. 2024036182 AMENDED BY M.C.C.F. NO. 2025053690
SWITCH EASEMENT M.C.C.F. NO. 2024036182
TRANSFORMER EASEMENT M.C.C.F. NO. 2024036182 AMENDED BY M.C.C.F. NO. 2025053690
25' BUILDING LINE CAB. Z, SHEET 7125, M.C.P.R.
FOREST PRESERVE LINE M.C.C.F. NO. 2021011896
20' ACCESS UTILITY, FLOWAGE, BULKHEAD AND MAINTENANCE EASEMENT M.C.C.F. NO. 8600794
THE WOODLANDS LAND DEVELOPMENT COMPANY, L.P. M.C.C.F. NO. 9747722
LAKE WOODLANDS
PATHWAY EASEMENT
0.6824 AC. / 29,724 SQ. FT.
C1
C2
P.O.B
FND. 1/2" CAPPED IR "X" CUT
FND. 5/8" CAPPED IR "LJA"
5' UTILITY EASEMENT M.C.C.F. NO. 9350708
ENERGY EASEMENT M.C.C.F. NO. 2003054972
RESTRICTED RESERVE "B", BLOCK 2 THE WOODLANDS METRO CENTER SEC. 75 CAB. Z, SHEET 3328, M.C.P.R.
UNRESTRICTED RESERVE "A", BLOCK 1 THE WOODLANDS METRO CENTER SEC. 85 CAB. Z, SHEET 7125, M.C.M.R. (LAKEFRONT SOUTH CONDOMINIUMS M.C.C.F. NO. 2024118333)
LAKEFRONT SOUTH CONDOS, LLC M.C.C.F. NO. 2024009306
LAKE FRONT CIRCLE
R.O.W. VARIES
M.C.C.F. NO. 2017028838
LINE TABLE
LINE | BEARING | DISTANCE
L1 | S 10°12'23" E | 30.84'
L2 | S 32°37'58" W | 4.18'
L3 | S 37°25'48" W | 6.19'
L4 | N 49°50'49" W | 56.23'
L5 | N 76°41'48" W | 43.25'
L6 | N 15°01'45" W | 22.74'
L7 | N 18°34'15" E | 10.03'
L8 | S 76°41'48" E | 53.12'
L9 | S 49°50'49" E | 31.64
EXHIBIT OF
PATHWAY EASEMENT
0.6824 AC. / 29,724 SQ. FT.
OUT OF UNRESTRICTED RESERVE "A", BLOCK 1
THE WOODLANDS METRO CENTER SEC. 85
CAB. Z, SHEET 7125, M.C.P.R.
SITUATED IN THE
JOHN TAYLOR LEAGUE, A-547
MONTGOMERY COUNTY, TEXAS
FIELDED BY: - DATE: 06-05-2026
DRAWN BY: AT REV: 06-10-2026
CHECKED BY: CL REV:
JOB NO. 57186-PATH1 REV:
SHEET 1 OF 2 REV:
WINDROSE
LAND SURVEYING | PLATTING
5353 W SAM HOUSTON PKWY N, STE 150 | HOUSTON, TX 77041 | 713.458.2281
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

WINDROSE
LAND SURVEYING | PLATTING

DESCRIPTION OF
PATHWAY EASEMENT
0.6824 ACRES OR 29,724 SQ. FT.

A TRACT OR PARCEL CONTAINING 0.6824 ACRES OR 29,724 SQUARE FEET OF LAND, SITUATED IN THE JOHN TAYLOR LEAGUE, ABSTRACT NUMBER (NO.) 547, MONTGOMERY COUNTY, TEXAS, BEING OUT OF UNRESTRICTED RESERVE "A", BLOCK 1, THE WOODLANDS METRO CENTER SEC. 85, MAP OR PLAT THEREOF RECORDED UNDER CABINET (CAB.) Z SHEET 7125, MONTGOMERY COUNTY MAP RECORDS (M.C.M.R.), DESCRIBED IN DEED TO LAKEFRONT SOUTH CONDOS, LLC AS RECORDED UNDER MONTGOMERY CLERK'S FILE (M.C.C.F.) NO. 2024009306, WITH SAID 0.682 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).

BEGINNING AT A CUT "X" FOUND ON THE NORTH END OF A CUT-BACK CORNER LOCATED AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF LAKE WOODLANDS DRIVE (160 FOOT R.O.W.), AS RECORDED UNDER CAB "U", SHEET 93, M.C.M.R., AND THE NORTHWEST R.O.W. LINE OF LAKE ROBBINS DRIVE (R.O.W. VARIES), RECORDED UNDER M.C.C.F. NO. 2017028838, FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID UNRESTRICTED RESERVE "A" AND OF THE HEREIN DESCRIBED EASEMENT;

THENCE, SOUTH 10 DEG. 12 MIN. 23 SEC. EAST, A DISTANCE OF 30.84 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "LGA" FOUN FOR THE SOUTH END OF SAID CUT-BACK CORNER, SAME BEING A SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE, SOUTH 32 DEG. 37 MIN. 58 SEC. WEST, WITH THE NORTHWEST R.O.W. LINE OF SAID LAKE ROBBINS DRIVE, A DISTANCE OF 4.18 FEET TO AN ANGLE POINT;

THENCE, SOUTH 37 DEG. 25 MIN. 48 SEC. WEST, CONTINUING WITH THE NORTHWEST R.O.W. LINE, A DISTANCE OF 6.1 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE, OVER AND ACROSS SAID UNRESTRICTED RESERVE "A" THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 49 DEG. 50 MIN. 49 SEC. WEST, A DISTANCE OF 56.23 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
2. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,590.00 FEET, A CENTRAL ANGLE OF 26 DEG. 50 MIN. 3 SEC., AN ARC LENGTH OF 885.68 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 63 DEG. 16 MIN 18 SEC. WEST, 877.60 FEET TO A POINT OF TANGENCY;
3. NORTH 76 DEG. 41 MIN. 48 SEC. WEST, A DISTANCE OF 43.25 FEET TO A POINT ON THE WEST LINE OF SAID UNRESTRICTED RESERVE "A", BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE, NORTH 15 DEG. 01 MIN. 45 SEC. WEST, WITH THE WEST LINE OF SAID UNRESTRICTED RESERVE "A", A DISTANCE OF 22.74 FEET TO AN ANGLE POINT;

THENCE, NORTH 18 DEG. 34 MIN. 15 SEC. EAST, CONTINUING WITH THE WEST LINE OF SAID UNRESTRICTED RESERVE "A" A DISTANCE OF 10.03 FEET TO A POINT ON THE SOUTH LINE OF SAID LAKE WOODLANDS DRIVE, SAME BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE, WITH THE SOUTH R.O.W. LINE OF SAID LAKE WOODLANDS DRIVE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 76 DEG. 41 MIN. 48 SEC. EAST, A DISTANCE OF 53.12 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;
2. WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,920.00 FEET, A CENTRAL ANGLE OF 26 DEG. 50 MIN. 3 SEC., AN ARC LENGTH OF 899.74 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 63 DEG. 16 MIN 18 SEC. EAST, 891.53 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "LJA" FOUND FOR AN ANGLE POINT;
3. SOUTH 49 DEG. 50 MIN. 49 SEC. EAST, A DISTANCE OF 31.64 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.6824 ACRES OR 29,724 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 57186-PATH-1 PREPARED BY WINDROSE.

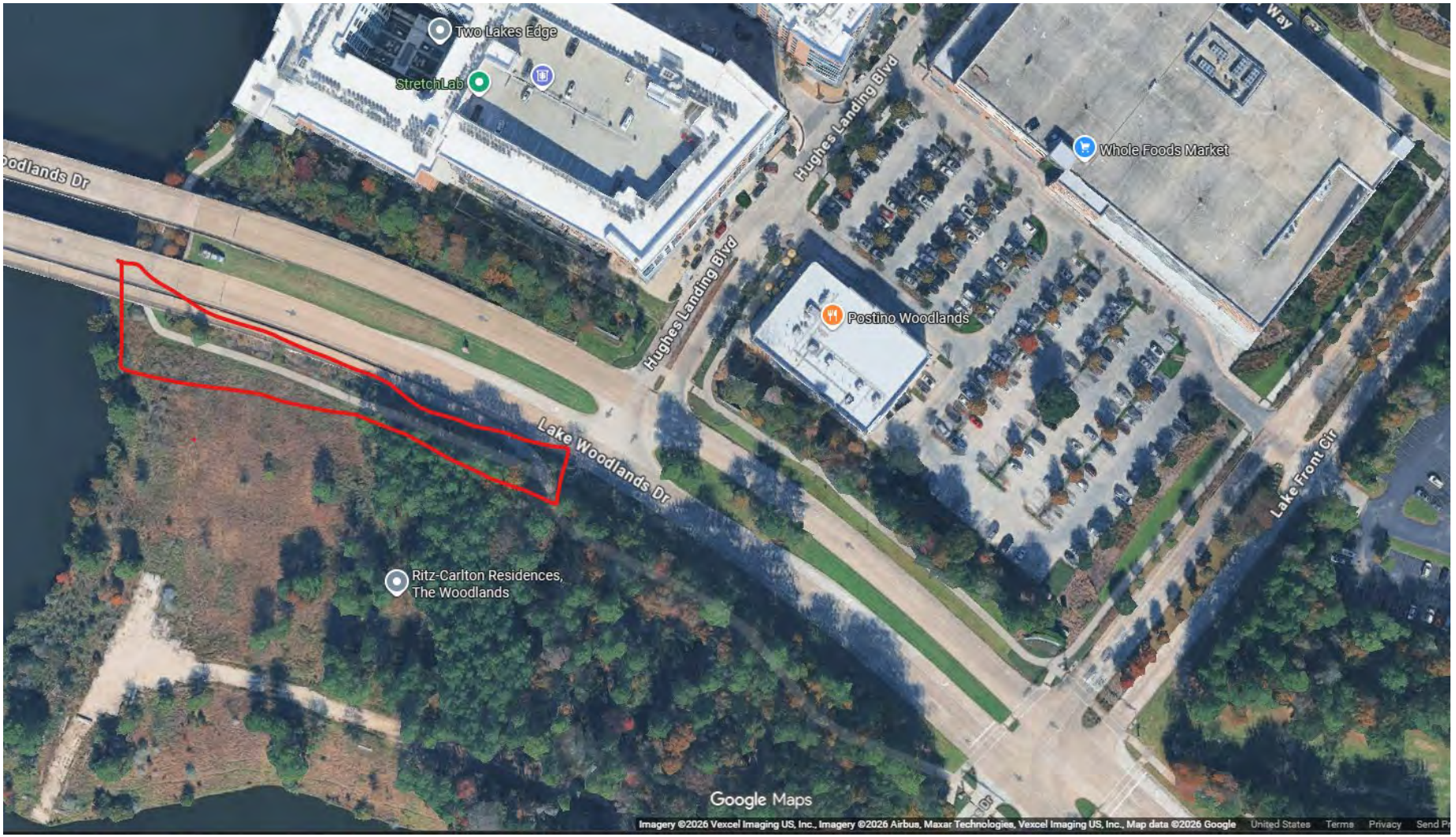
BILLY A. PATTERSON
R.P.L.S. NO. 6030
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800

STATE OF TEXAS
REGISTERED
BILLY A. PATTERSON
6030
PROFESSIONAL
LAND SURVEYOR

04/05/2026
DATE:

713.456.2281 | 5353W SAM HOUSTON PKWY N., STE 150, HOUSTON, TX 77041

Attachment B – Map of Area



THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 08/20/2026

SUBJECT MATTER:

Receive, consider and act upon the conveyance of the Restricted Open Space Reserves in Grogan's Mill known as Lakeside Cove Pathway (P-2026-0508);

FISCAL IMPACT:

The pathway/Restricted Open Space Reserve (ROSR) to be conveyed is currently being maintained by The Woodlands Township. Costs included are related to legal fees associated with the development of the conveyance documents.

BACKGROUND:

Lakeside Cove Community Association, Inc, has submitted the following ROSR for conveyance: 0.4566 acres of Grogan's Mill, Lake Harrison, Section 1 (Attachment A and B). This ROSR is not within the confines/fenced areas of the Lakeside Community and contains a section of the Grogan's Mill Nature Trail used and enjoyed by the overall community. Due to the community use, it was determined that this portion of the ROSR should be under the auspices of The Woodlands Township as opposed to Lakeside Cove Community Association, Inc. The Strong Firm has reviewed and approved the Special Warranty Deed.

RECOMMENDATION:

Accept the conveyance by Special Warranty Deed from Lakeside Cove Community Association, Inc., for 0.4566 acres of Grogan's Mill, Lake Harrison, Section 1, and authorize the President/Chief Executive Officer to execute the Special Warranty Deed as approved to final form by Township legal counsel.

Attachments

Attachment A - Special Warranty Deed

Attachment B - Metes And Bounds Description of Reserve A LSC 0.4566ac Donation Tract

SPECIAL WARRANTY DEED
(Village of Grogan's Mill – Portion of Reserve "A")

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.

THE STATE OF TEXAS	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MONTGOMERY	§	

THAT, LAKESIDE COVE COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation ("Grantor"), in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, has GRANTED, SOLD, and CONVEYED, and does GRANT, SELL, and CONVEY unto THE WOODLANDS TOWNSHIP, a political subdivision of the State of Texas ("Grantee"), the real property in Montgomery County, Texas described on Exhibit A attached hereto and incorporated herein for all purposes (the "Property").

This conveyance is further made, executed, and delivered by Grantor and accepted by Grantee subject to all liens, rights-of-way, dedications, restrictions, covenants, easements, reservations of oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, and all other matters affecting the Property or any part thereof, which are of record in the Office of the County Clerk of Montgomery County, Texas, to the extent, but only to the extent, that such are presently valid and existing, the purpose of this exception being to limit the warranties herein contained, and nothing contained herein shall have the effect of recognizing, validating, confirming or ratifying any such lien, reservation, conveyance, easement or right-of-way which has been released, forfeited, terminated, abandoned, or otherwise removed in fact or by operation of law (collectively, "Permitted Exceptions").

Grantor does hereby reserve, for itself and its successors and assigns, a non-exclusive five foot (5') maintenance easement (the "Easement Tract") on the Property for the sole purpose of inspection, maintenance, repair, replacement, and preservation of a wood fence. Grantor's use of the Easement Tract shall comply with all laws, codes, zoning restrictions, ordinances, regulations, safety requirements, approvals, permits, and licenses relating thereto, and with all rules, regulations and restrictions that may be reasonably imposed; and (ii) all necessary approvals, permits, and licenses in connection with such use shall be obtained and paid for by Grantor (with copies furnished to Grantee) and remain in full force and effect during Grantor's use of the Easement Tract.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee, its successors and assigns, FOREVER; and Grantor hereby does 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, subject to the Permitted Exceptions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

EXECUTED this ____ day of _____, 2026.

LAKESIDE COVE COMMUNITY ASSOCIATION, INC.,
a Texas non-profit corporation

By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on _____, 2026, by _____, _____, of LAKESIDE COVE COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on _____, 2026, by _____, _____ of THE WOODLANDS TOWNSHIP, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
Notary Public, State of Texas

AFTER RECORDING SEND TO:
Lakeside Cove Community Association, Inc.
13231 Champion Forest Drive, Suite 112
Houston, Texas 77069

MAIL PROPERTY TAX STATEMENTS TO:
The Woodlands Township
2801 Technology Forest Blvd.
The Woodlands, Texas 77381
Attn: Monique Sharp

EXHIBIT A

[to be inserted]

METES AND BOUNDS DESCRIPTION
OF 0.4566 ACRE OUT OF THE
JOHN TAYLOR SURVEY, A-547
MONTGOMERY COUNTY, TEXAS

A tract or parcel of land containing 0.4566 acre (19,888 square feet) located in the John Taylor Survey, Abstract Number 547, Montgomery County, Texas, being a portion of Reserve “A” of The Woodlands Village of Grogan’s Mill Lake Harrison Sec 1, Amending Plat No. 1, a subdivision of record in Cabinet Z, Sheet 2502 of the Map Records of Montgomery County, Texas (M.R.M.C.), said 0.4566 acre tract being more particularly described by metes and bounds as follows with all control referenced to the Texas Coordinate System of 1927, South Central Zone:

BEGINNING at a 5/8-inch iron rod with cap stamped “S AND V SURVEYING” found for the southwest corner of the herein described tract, also being an easterly corner of that certain called 100.247 acre tract described in the deed to Woodlands Trails Arcis LLC by an instrument of record under Document Number 2025049688 of the Official Public Records of Montgomery County, Texas (O.P.R.M.C.), and lying in the northerly line of that certain called 4 acre tract described in the deed to George H. Bishop, Trustee by an instrument of record under County Clerk’s File Number 2004-087267 of the Official Public Records of Real Property of Montgomery County, Texas (O.P.R.R.P.M.C.);

THENCE NORTH 49 degrees 55 minutes 09 seconds EAST, 38.27 feet, with and adjoining the westerly line of said Reserve “A”, common to an easterly line of said 100.247 acre tract, to a 5/8-inch iron rod with cap stamped “LJA SURVEY” set for the northwest corner of the herein described tract, from which a found 5/8-inch iron rod with cap stamped “TRI TECH SURVEYING” bears NORTH 62 degrees 57 minutes 52 seconds EAST, 1.60 feet;

THENCE NORTH 88 degrees 02 minutes 12 seconds EAST, 280.89 feet, to a 5/8-inch iron rod with cap stamped “LJA SURVEY” set for corner;

THENCE SOUTH 83 degrees 09 minutes 46 seconds EAST, 46.26 feet, to a 5/8-inch iron rod with cap stamped “LJA SURVEY” set for corner;

THENCE NORTH 87 degrees 33 minutes 58 seconds EAST, 221.46 feet, to a 5/8-inch iron rod with cap stamped “LJA SURVEY” set for corner;

THENCE NORTH 86 degrees 57 minutes 42 seconds EAST, 237.23 feet, to a 5/8-inch iron rod with cap stamped “LJA SURVEY” set for corner;

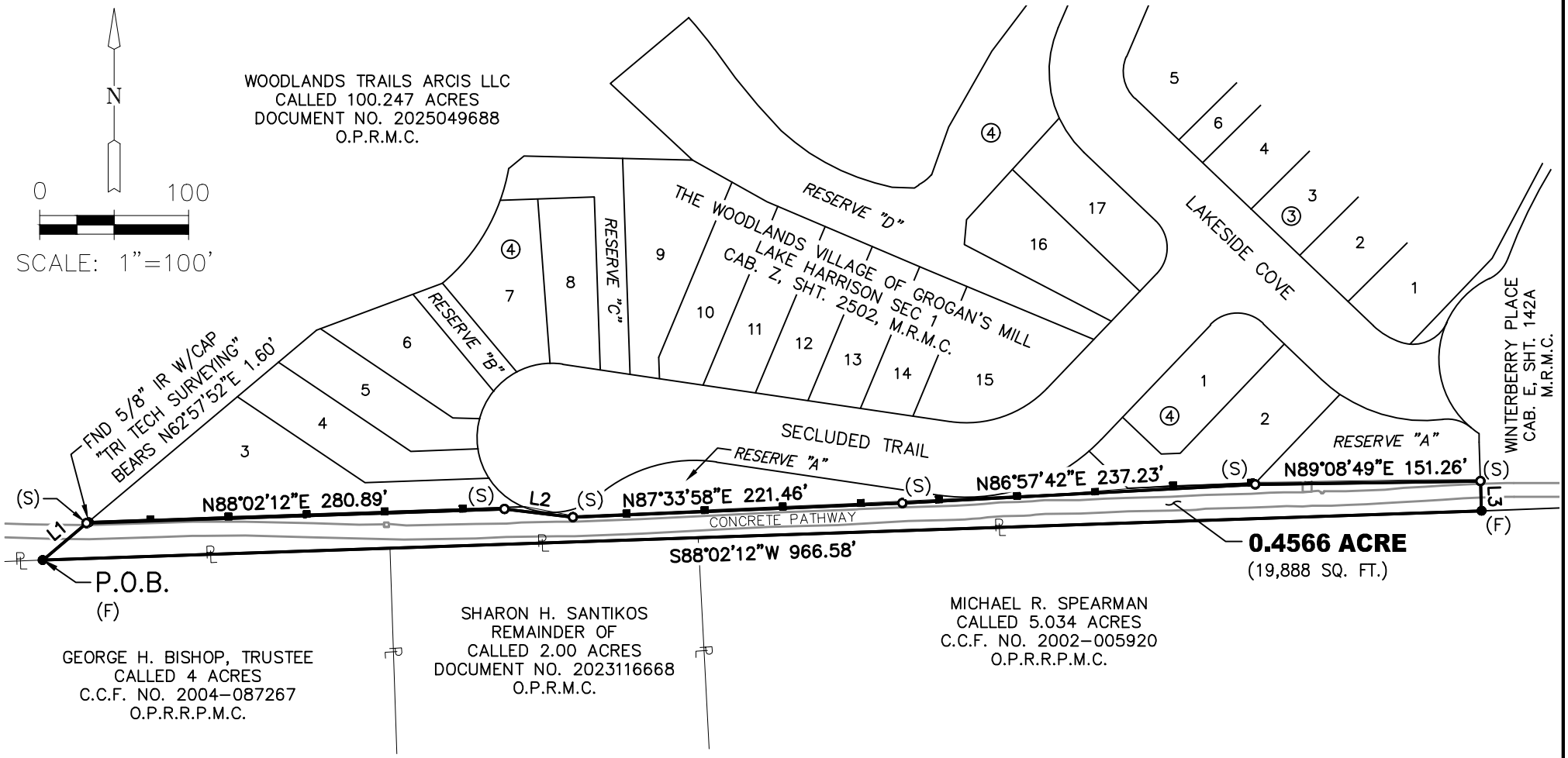
THENCE NORTH 89 degrees 08 minutes 49 seconds EAST, 151.26 feet, to a 5/8-inch iron rod with cap stamped “LJA SURVEY” set for the northeast corner of the herein described tract, lying in an easterly line of said Reserve “A”, common to the westerly right-of-way line of Winterberry Place (60 feet wide), as shown on the plat of The Woodlands Village of Grogan’s Mill Village Center Section 2, a subdivision of record in Cabinet E, Sheet 142A, M.R.M.C.;

THENCE SOUTH 01 degree 57 minutes 48 seconds EAST, 19.89 feet, with and adjoining said common line, to a 5/8-inch iron rod with cap stamped “S AND V SURVEYING” found for the southeast corner of the herein described tract, lying in the northerly line of that certain called 5.034 acre tract described in the deed to Michael R. Spearman by an instrument of record under County Clerk’s File Number 2002-005920, O.P.R.R.P.M.C.;

THENCE SOUTH 88 degrees 02 minutes 12 seconds WEST, 966.58 feet, with and adjoining the southerly line of said Reserve “A”, the northerly line of said 5.034 acre tract, the northerly line of the remainder of that certain called 2.00 acre tract described in the deed to Sharon H. Santikos by an instrument of record under Document Number 2023116668, O.P.R.M.C., and the northerly line of said 4 acre tract, to the POINT OF BEGINNING and containing 0.4566 acre (19,888 square feet) of land.



Lakeside Cove Donation Tract
June 30, 2026
LJAS073-2601



LEGEND

O.P.R.R.P.M.C.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS
O.P.R.M.C.	OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS
M.R.M.C.	MAP RECORDS OF MONTGOMERY COUNTY, TEXAS
C.C.F. NO.	COUNTY CLERK'S FILE NUMBER
P.O.B.	POINT OF BEGINNING
CAB./SHT.	CABINET/SHEET
FND	FOUND
IR	IRON ROD
℄	PROPERTY LINE
(S)	SET 5/8" IRON ROD WITH CAP STAMPED "LJA SURVEY"
(F)	FOUND 5/8" IRON ROD WITH CAP STAMPED "S AND V SURVEYING"
——■——	WOODEN FENCE

NOTES:

1. ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (NA2011) EPOCH 2010.00.

Line Table		
Line #	Direction	Length
L1	N49° 55' 09"E	38.27'
L2	S83° 09' 46"E	46.26'
L3	S01° 57' 48"E	19.89'

EXHIBIT OF 0.4566 ACRE (19,888 SQ. FT.) DONATION TRACT IN THE JOHN TAYLOR SURVEY, A-547 MONTGOMERY COUNTY, TEXAS

JUNE 2026 JOB NO. LJAS8766-2601

LJA SURVEYING, INC.
1836 Spirit of Texas Way
Suite 200
Conroe, Texas 77301
Phone 713.953.5200
Fax 713.953.5026
TBPELS Firm No. 10194382

S:\Sectors\Survey\Projects\LJAS8766 (Lakeside Cove)\2601\06 CAD\Production Files\Lakeside Cove 0.4566ac Donation Tract - Exhibit.dwg 6/30/2026

THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 08/20/2026

SUBJECT MATTER:

Receive, consider, and act upon an Access and Maintenance Easement with Harris County Flood Control District (P-2026-0500);

FISCAL IMPACT:

Not applicable.

BACKGROUND:

The Woodlands Township owns the "South Gosling" tract. Multiple agencies, including Harris-Montgomery Counties Municipal Utility District 386 (MUD 386) and Harris-Montgomery Counties Municipal Utility District 387 (MUD 387), Harris County Flood Control District (HCFCD) and Harris County, use the access point (0.0691 acres) to bring in and operate equipment used to maintain their infrastructure in the area. HCFCD is requesting an Access and Maintenance Easement to access the area.

RECOMMENDATION:

Authorize the President/Chief Executive Officer to execute the Access and Maintenance Easement with Harris County Flood Control District and execute any necessary related documentation as approved to final form by Township legal counsel.

Attachments

Attachment A - Access and Maintenance Easement with Harris County Flood Control District

ACCESS AND MAINTENANCE EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

Grantor: **THE WOODLANDS TOWNSHIP**, a political subdivision of the State of Texas

Grantor's Mailing Address:

2801 Technology Forest Blvd.
The Woodlands, TX 77381

Grantee: **HARRIS COUNTY FLOOD CONTROL DISTRICT,** a political subdivision of the State of Texas

Grantee's Mailing Address:

9900 Northwest Freeway
Houston, Texas 77092

Consideration:

TEN DOLLARS AND NO/100 ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by Grantor.

Easement Area Granted:

Being a 0.0691-acre parcel of land situated in the James Cooper Survey, Abstract Number 189, in Harris County, Texas. Being part of the same land described in that certain General Warranty Deed with Vendor's Lien dated February 16, 1993, from Strake Foundation, et al to The Woodlands Corporation recorded under County Clerk's File Number P093571 of the Official Public Records of Real Property of Harris County, Texas.; said tract being further described by metes and bounds as follows on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Easement Area**").

Easement:

A perpetual, non-exclusive easement for access to and maintenance of flooding and detention related infrastructure ("**Easement**"), subject to the terms and provisions hereinafter set forth over, across, along, under and upon the Easement Area.

GRANTEE shall have access across, over, and upon the Easement Area, and may enter such Easement Area to engage in such activities, as may be necessary, requisite, convenient or appropriate in connection with the purposes for which the Easement is granted. GRANTEE'S rights in and to the Easement Area shall include, without limitation, the right to bring and operate such equipment thereupon as may be necessary or appropriate to effectuate the purposes for which the Easement in and to the Easement Area is granted and to construct and build a necessary road or other path intended for necessary vehicular travel.

Within a reasonable time following completion of construction and thereafter following each entry upon the Easement Area for the purposes authorized herein, GRANTEE shall, to the same extent reasonably practicable: (i) repair all damage to Permitted Encroachments directly caused by its activities and promptly restore the surface of the Easement Area to a condition the same as or better than immediately preceding installation and maintenance; and (ii) clean-up and restore the surface of the Easement Area to the condition that existed immediately prior to or better than the condition that existed immediately prior to such entry and activities on the Easement Area by the GRANTEE. Nothing contained herein is intended to circumvent or relieve GRANTEE of any existing permitting or approval requirements of Harris County or any other governing agency with jurisdiction.

GRANTOR expressly reserves unto itself and GRANTOR's successors and assigns, the right to use and enjoy the land covered by the Easement Area for any purpose so long as said use and enjoyment does not unreasonably interfere with the rights hereby granted to GRANTEE; provided, however, Grantor may not build any permanent structures upon the Easement without review and written approval by the Grantee.

This conveyance is made by GRANTOR and accepted by GRANTEE subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way, leases and easements of record in Harris County, Texas, including building and zoning ordinances, all laws, regulations and restrictions by municipal or other government authorities, if any, applicable to and enforceable against the GRANTEE and such other matters as may be apparent to GRANTEE from an inspection of the Easement Area.

GRANTOR for the consideration, and subject to the reservations from and exceptions to conveyance and warranty described herein, GRANTS, and CONVEYS to GRANTEE, the above-described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold unto GRANTEE, its successors and assigns forever. GRANTOR hereby binds itself, its successors and assigns to warrant and forever defend all and singular said Easement, subject to the exceptions to and reservations from warranty and conveyance set out above, to GRANTEE, its 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.

GRANTOR makes no representation, warranty, or guarantee with respect to the condition of the Easement Area. GRANTEE accepts the Easement Area "as is, where is and with all faults".

GRANTEE agrees to comply at all times, and at its sole cost, with all applicable federal, state and local laws, rules, regulations and safety standards in connection with GRANTEE's activities hereunder, including, without limitation, the construction, use, operation, maintenance, repair, removal and service of the Easement.

[Signature pages to follow]

EXECUTED this _____ day of _____, 20___.

GRANTEE:

HARRIS COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of Texas

By: _____
Lina Hidalgo, County Judge

APPROVED AS TO FORM:
Jonathan G.C. Fombonne
Harris County Attorney

By: _____
_____
Holland Samantha Banks
CAO File No.: 26RPD0044
Assistant County Attorney

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Lina Hidalgo, as County Judge of Harris County, Texas and the presiding officer of the Commissioners Court of Harris County, Texas, on behalf of Commissioners Court of Harris County, Texas, as the governing body of Harris County Flood Control District.

[Seal]

_____
Notary Public in and for the State of Texas

EXECUTED this _____ day of _____, 20___.

GRANTOR:

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

By: _____
Monique Sharp

_____
President /Chief Executive Officer

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2026, by

_____, as _____ of **THE WOODLANDS TOWNSHIP**, a political subdivision of the State of Texas on behalf of said organization.

_____
Notary Public in and for the State of Texas

Exhibit F-1

STATE OF TEXAS)
COUNTY OF HARRIS)

DESCRIPTION of 0.0691 of an acre, (3,010 Square Feet), of land situated in the James Cooper Survey, Abstract Number 189, Harris County, Texas, being out of and a part of the residue of a called 249.9206 acres tract of land conveyed to The Woodlands Corporation by deed recorded in County Clerk's File No. P093571 of the Official Public Records of Real Property of Harris County, Texas, this 0.0691 of an acre, (3,010 Square Feet), tract is more particularly described by metes and bounds as follows, to wit:

NOTE: ALL BEARINGS AND COORDINATES DESCRIBED HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 AS DEFINED IN V.T.C.A., NATURAL RESOURCES CODE, §21.071-21.079, NAD83(2011) EPOCH 2010.00. ALL DISTANCES DESCRIBED HEREIN ARE SURFACE, HORIZONTAL, (U.S. SURVEY FEET), AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9999598497. REFERENCE IS MADE TO THE MAP OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

COMMENCING at a 5/8 inch iron rod with cap stamped, "S&V SURVEYING", found, in the East Right of Way line of Gosling Road, 180 feet wide Right of Way, described in Volume 3637 at Page 36 of the Deed Records of Harris County, Texas and in County Clerk's File No. U091215 of the Official Public Records of Real Property of Harris County, Texas, being the southwest corner of a called 20.0832 acres tract of land conveyed to Harris County Municipal Utility District No. 387 by deed recorded in County Clerk's File No. 20070748828 of the Official Public Records of Real Property of Harris County, Texas, being the northwest corner of an Access and Utility Easement recorded in County Clerk's File No. X870518 of the Official Public Records of Real Property of Harris County, Texas, and being an exterior corner of said residue of called 249.9206 acres tract; this commencing corner has a Texas Coordinate System of 1983 value of N = 13,977,461.37 E = 3,073,282.76 and Gamma, (γ) = +01° 42' 45";

THENCE South 01° 49' 04" East, with the East right of way line of said Gosling Road, the West line of said Access and Utility Easement, and the West line of said residue of called 249.9206 acres tract, a distance of 75.78 feet to a 5/8 inch iron rod with cap stamped, "HARRIS COUNTY", set, for the most Southern northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE North 85° 34' 43" East, with the northwest line of this tract, a distance of 17.65 feet to a 5/8 inch iron rod with cap stamped, "HARRIS COUNTY", set, for the point of curvature of a curve;

THENCE continuing with the northwest line of this tract, a curve to the left, concave northwest, having a central angle of 83° 52' 32", a radius of 80.00 feet, an arc length of 117.11 feet and a chord bearing and distance of North 43° 38' 26" East, 106.93 feet to a 5/8 inch iron rod with cap with cap stamped, "HARRIS COUNTY", set, in the south line of said called 20.0832 acres tract, the north line of said Access and Utility Easement, in an interior line of said residue of called 249.9206 acres tract and for the most Northern northwest corner of this tract;

THENCE North 88° 09' 45' East, with the North line of this tract, an interior line of said residue of called 249.9206 acres tract, the North line of said Access and Utility Easement and the South line of said called 20.0832 acres tract, a distance of 20.03 feet to a 5/8 inch iron rod with cap stamped, "HARRIS COUNTY", set, in a curve, and for the northeast corner of this tract, from this corner a 5/8 inch iron rod with cap stamped "S&V SURVEYING", found, bears North 88° 09' 45" East, 655.81 feet;

THENCE with the southeast line of this tract, a curve to the right, concave northwest, having a central angle of 84° 35' 04", a radius of 100.00 feet, an arc length of 147.63 feet and a chord bearing and distance of South 43° 17' 11" West, 134.58 feet to an "X" chiseled in concrete, set, for the point of tangency of said curve;

THENCE South 85° 34' 43" West, continuing with the southeast line of this tract, a distance of 18.56 feet to a 5/8 inch iron rod with cap stamped, "HARRIS COUNTY", set, in the East right of way line of said Gosling Road, the West line of said Access and Utility Easement, an exterior line of said residue of called 249.9206 acres tract and for the southwest corner of this tract, from this corner a 5/8 inch iron rod with cap stamped "S&V SURVEYING", found, bears South 01° 49' 04" East, 183.98 feet;

THENCE North 01° 49' 04" West, with the West line of this tract, an exterior line of said residue of called 249.9206 acres tract, the West line of said Access and Utility Easement and the East right of way line of said Gosling Road, a distance of 20.02 feet to the **PLACE OF BEGINNING**, containing within said boundaries 0.0691 of an acre, (3,010 Square Feet), of land.

I, John P. Engle, Registered Professional Land Surveyor Number 5568, do hereby certify that this description represents the results of a survey made on the ground, under my supervision, in August 2018 and June 2020, and that all lines, boundaries, and landmarks are accurately described therein.

WITNESS, my hand and seal at Houston, Texas, this the 21st day of July, A.D., 2020.

John P. Engle
Registered Professional
Land Surveyor Number 5568

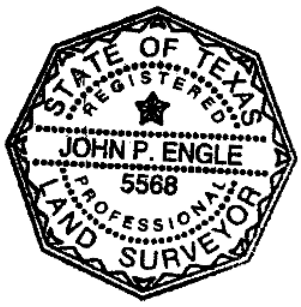
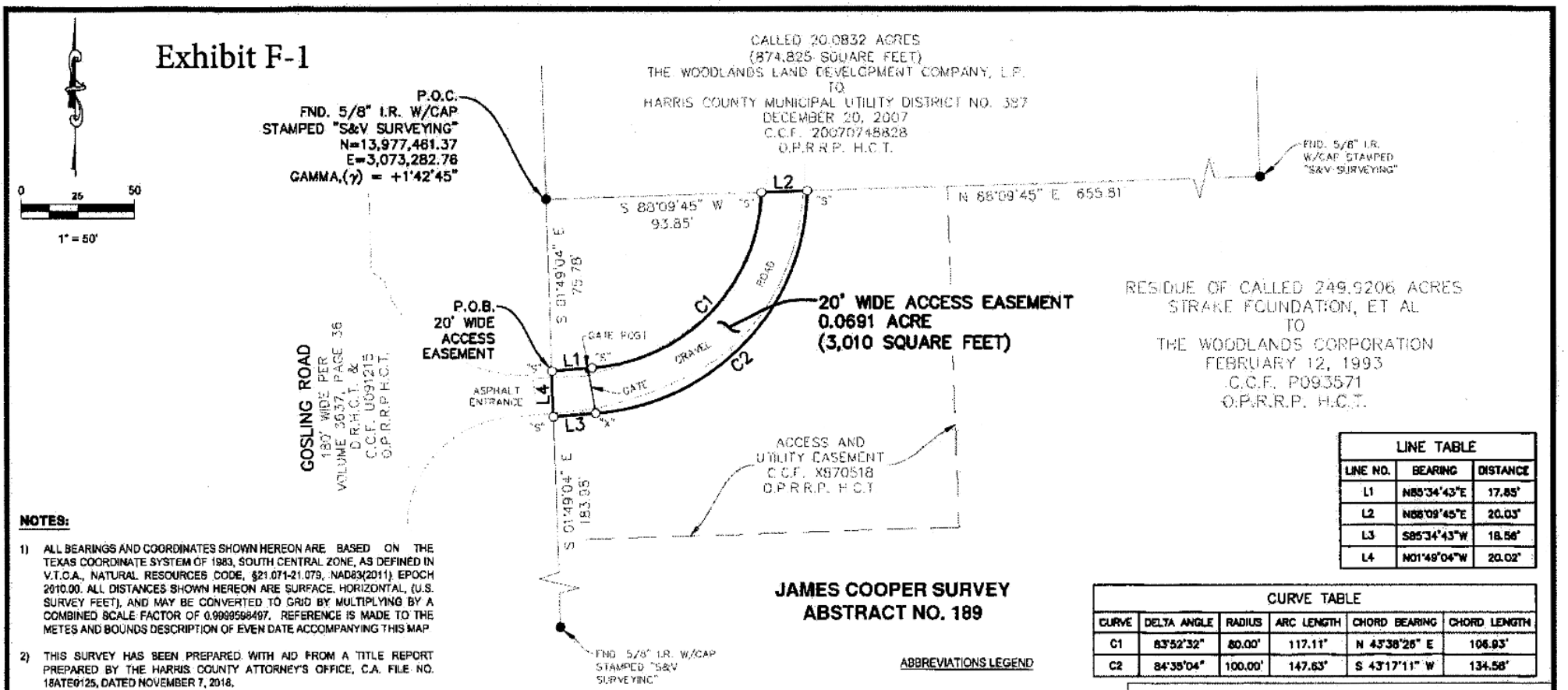


Exhibit F-1



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N85°34'43"E	17.85'
L2	N88°09'45"E	20.03'
L3	S85°34'43"W	18.56'
L4	N01°49'04"W	20.02'

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	83°52'32"	80.00'	117.11'	N 43°38'26" E	106.93'
C2	84°35'04"	100.00'	147.63'	S 43°17'11" W	134.58'

JAMES COOPER SURVEY
ABSTRACT NO. 189

NOTES:

1) ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DEFINED IN V.T.C.A., NATURAL RESOURCES CODE, §21.071-21.079, NAD83(2011) EPOCH 2010.00. ALL DISTANCES SHOWN HEREON ARE SURFACE, HORIZONTAL, (U.S. SURVEY FEET), AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9999598497. REFERENCE IS MADE TO THE METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANYING THIS MAP.

2) THIS SURVEY HAS BEEN PREPARED WITH AID FROM A TITLE REPORT PREPARED BY THE HARRIS COUNTY ATTORNEY'S OFFICE, C.A. FILE NO. 18ATE0125, DATED NOVEMBER 7, 2018.

I, John P. Engle, Registered Professional Land Surveyor Number 5568, do hereby certify that this map represents the results of a survey made on the ground, under my supervision, in August 2018 and June 2020, and that all lines, boundaries and landmarks are accurately shown hereon.

WITNESS, my hand and seal at Houston, Texas, this the 21st day of July, A.D. 2020.

John P. Engle
Registered Professional
Land Surveyor Number 5568

STATE OF TEXAS
REGISTERED
JOHN P. ENGLE
5568
PROFESSIONAL
LAND SURVEYOR

ABBREVIATIONS LEGEND

C.C.F.	COUNTY CLERK'S FILE
D.R.H.C.T.	DEED RECORDS OF HARRIS COUNTY, TEXAS
O.P.R.R.P. H.C.T.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
I.R.	IRON ROD
FND.	FOUND
"S"	SET 5/8" IRON ROD WITH CAP STAMPED "HARRIS COUNTY"
"X"	"X" CHISELED IN CONCRETE

HARRIS COUNTY SURVEYING DEPARTMENT
10555 NW FREEWAY HOUSTON, TX 77092
PH: 713-274-3739

PROJECT TITLE: GOSLING ROAD 3 DETENTION POND ACCESS		
DRAWN BY: EH	SHEET DESCRIPTION: 20' WIDE ACCESS EASEMENT 0.0691 ACRE (3,010 SQUARE FEET) OUT OF THE WOODLANDS CORPORATION	JOB NO: 221-184
CKD BY: JE		FILE NAME: 221-184 Woodlands Corp Access Esmt
SCALE: 1" = 50'		FILE NO.: 221-184
DATE: 7/21/20	APPROVED BY: JOHN P. ENGLE	SHT NO: 1 of 1

THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 08/20/2026

SUBJECT MATTER:

Receive, consider, and act upon the George Mitchell Nature Preserve Resource Management Plan;

FISCAL IMPACT:

No costs were incurred through the development of the Resource Management Plan (the "Plan") outside of staff time. Approval of the Plan does not obligate the Township to complete all recommended improvements. The Plan provides a management framework to guide future operating, maintenance and capital priorities through the annual budget process, capital improvement planning, grant opportunities, partnerships and available operating resources. The Township currently provides operational support for the Preserve, including staff allocation (.5 FTE), and $50,000 per year in operational funding. Future fiscal impacts will depend on the timing, scope and scale of individual projects, including trailhead improvements, drainage repairs, invasive species treatment, habitat restoration, way finding, boardwalks, bridges or other limited access improvements brought forward for consideration.

BACKGROUND:

The George Mitchell Nature Preserve (the "Preserve") is a large, multi-parcel natural area within The Woodlands Township that connects to the broader Spring Creek Greenway and includes lands in both Harris and Montgomery Counties. The Preserve functions as both a conservation landscape and a passive recreation asset, with access from the Flintridge, Creekside Park West, Rob Fleming Lodge and Rob Fleming Recreation Center trailheads. The Plan is intended to serve as a policy and operations guide for how the Preserve will be protected, maintained, improved and used over time. The Plan establishes the purpose of the site, identifies conservation values, outlines appropriate management practices and creates a phased implementation program for 2026 through 2030.

The Preserve is operated under a long-term lease structure with Howard Hughes retaining fee ownership and the Township having authority to preserve, improve, maintain, program and operate the site as a public nature preserve and recreation corridor. The Preserve also includes conservation-related interests and trail coordination responsibilities with partners such as Bayou Land Conservancy. The purpose of the Plan is to balance natural resource protection, public access and long-term operational sustainability. It emphasizes a “protect first, access second” approach to ensure that public use, trail improvements and visitor amenities do not compromise the ecological character of the Preserve. The Parks and Recreation Advisory Council were presented the Plan at their June 2026 meeting and provided input on the Plan's goals and development.

Key goals of the Plan include:

- Protect and perpetuate native forest, riparian, wetland and edge habitats;
- Provide safe, legible and sustainable public access without compromising conservation values;
- Manage invasive plants and invasive wildlife that degrade habitat or visitor experience;
- Support reforestation and habitat restoration with native species appropriate to site conditions;

- Concentrate public-use infrastructure at trailheads and designated nodes rather than extending unnecessary hardscape into sensitive interior areas; and
- Establish a measurable monitoring and adaptive-management program tied to trail use, forest health, invasive species, wildlife incidents, flooding and storm response.

Recent trail use data reinforces the need for a proactive management approach. Trailhead activity increased from 26,439 users in January and February 2025 to 37,527 users during the same period in 2026, a 41.9% increase. March and April trail counts also showed an overall increase from 30,490 users in 2025 to 33,556 users in 2026. This increased visitation confirms the Preserve's growing community value while also creating a greater need to manage erosion, informal trail creation, forest health, habitat disturbance, safety and visitor behavior.

The Plan identifies several key management directions:

- Tree removal should be selective, documented and justified by safety, storm damage, invasive species control or habitat restoration needs rather than aesthetic clearing;
- Native wildlife should generally be managed through coexistence, education and site design with removal limited to invasive species, documented safety threats or regulatory situations;
- Habitat restoration should focus on phased invasive plant treatment, native replanting, soil and water stabilization and protection of riparian, wetland and forest-edge conditions;
- Trail development should prioritize natural-surface interior trails, sustainable alignments, closure and restoration of unauthorized trails and limited structural improvements where justified; and
- Visitor education, signage, way finding and graduated enforcement should be treated as core management tools.

The implementation program is phased over five years:

- Phase 1: Confirm parcel and lease boundaries, map formal and informal trails, assess trailheads and establish emergency tree and wildlife response protocols.
- Phase 2: Address priority hazard trees, drainage failures, way finding, rules signage, emergency markers, trail counter maintenance and feral hog response at high-use trailheads.
- Phase 3: Implement priority invasive plant treatment zones, close and restore unnecessary social trails, begin native replanting and repair chronic erosion areas.
- Phase 4: Construct structural improvements, such as boardwalks, bridges, overlooks, kiosks or accessible trailhead features, while expanding restoration into secondary areas.
- Phase 5: Evaluate trail counts, restoration performance, invasive cover, wildlife incidents and storm response, then update the Plan for the next management cycle.

The Plan also recommends ongoing monitoring, including two formal site reviews per year, annual trail count summaries, hazard-tree and storm-damage logs, invasive plant monitoring, wildlife incident tracking and restoration site evaluations.

RECOMMENDATION:

Approve the George Mitchell Nature Preserve Resource Management Plan.

Attachments

Attachment A - George Mitchell Nature Preserve Resource Management Plan

George Mitchell Nature Preserve

Resource Management Plan

Management framework for natural resource stewardship, public use and sustainable trail use.

Prepared by The Woodlands Township

Date: July 2026



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Executive Summary

A Resource Management Plan (the "Plan") is a policy and operations guide that defines how a natural area will be protected, maintained, improved and used over time. It establishes the purpose of the site, identifies the resource values that should guide decision-making, outlines appropriate management practices and sets a measurable implementation program so that stewardship actions are intentional rather than reactive. For George Mitchell Nature Preserve (the "Preserve"), this Plan is intended to balance conservation, public access for recreation and long-term operational sustainability in a way that protects the character of the Preserve while accommodating growing public use.

The Preserve is a large, multi-parcel preserve within The Woodlands Township (the "Township") that connects to the broader Spring Creek Greenway and includes lands in both Harris and Montgomery Counties. The Preserve functions as both a conservation landscape and a recreation asset, with access from the Flintridge, Dr. Ann Snyder (Creekside West), Rob Fleming Lodge and Rob Fleming Recreation Center trailheads. The document also recognizes that the Preserve is operated under a long-term lease structure, with Howard Hughes retaining fee ownership while the Township has broad authority to preserve, improve, maintain, program and operate the site as a public nature preserve and recreation corridor, including trails, habitat areas, parking, restrooms, signage, utilities and related improvements.

The Plan identifies the Preserve's primary value as the protection of a large, connected forest and riparian corridor within an urbanizing area. It emphasizes that the Preserve is more than a stand-alone park; it is a regional ecological link, a wildlife corridor, supports flood control and a community asset that supports walking, hiking, biking, birding, nature interpretation and volunteer stewardship. This importance is reinforced by recent use data showing total trailhead activity increasing from 26,439 users from January through February 2025 to 37,527 in the same period in 2026, a 41.9% increase. That rise in visitation confirms the Preserve's growing community value, while also underscoring the need for proactive management of erosion, forest health, informal trail creation, habitat disturbance, safety and visitor behavior.

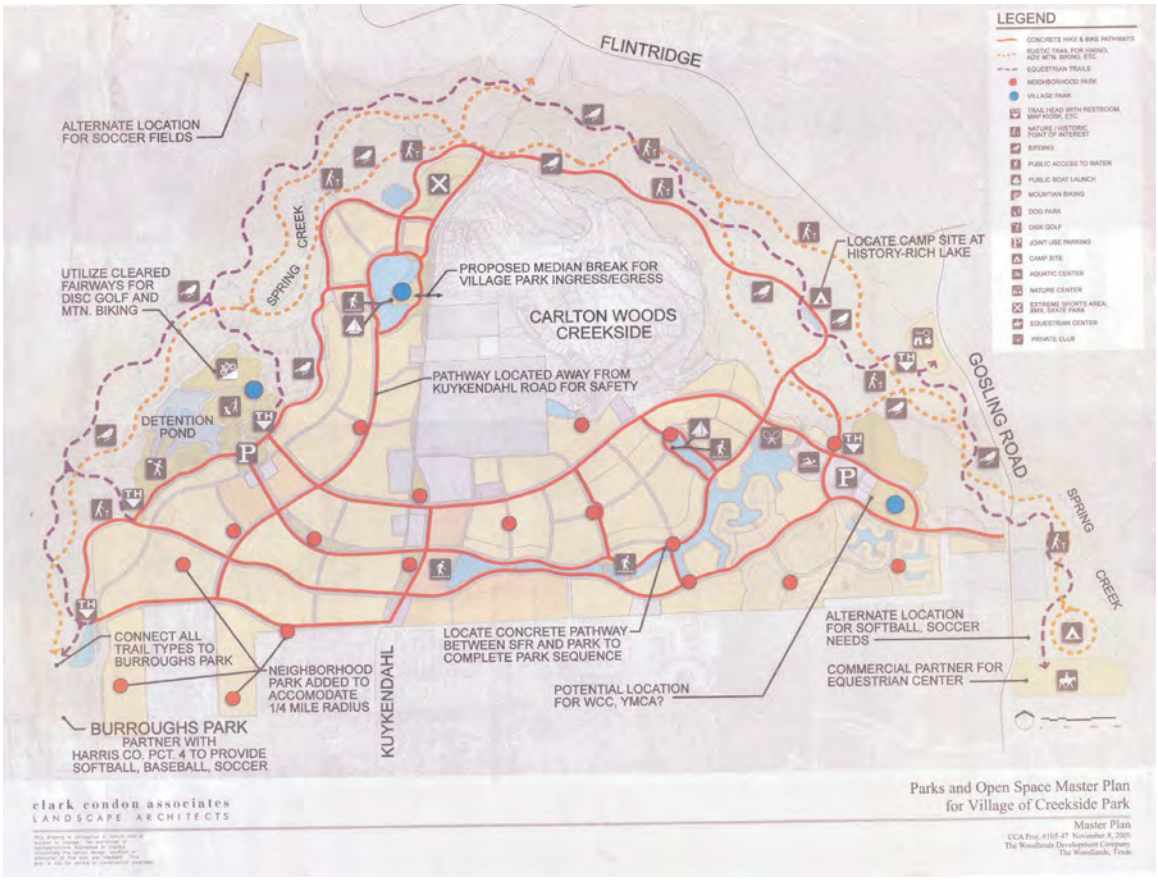
The management techniques outlined in the Plan are designed to protect the Preserve first and improve access second. In that light, the following recommendations are key to the preservation of the Preserve:

- Tree removal is to be selective, documented and justified by safety, storm damage, invasive species control or habitat restoration needs rather than aesthetic clearing.
- Wildlife management favors co-existence and education, with removal primarily to invasive species such as feral hogs, documented safety threats or situations requiring regulatory response.
- Habitat restoration is organized around phased invasive plant treatment, native replanting, soil and water stabilization, and protection of riparian, wetland and forest-edge conditions.
- Recreation/trail development shall be guided by low-impact alignment principles, prioritizing natural-surface interior trails, closure and restoration of unauthorized trails, and concentrating more durable public-use infrastructure at trailheads and designated nodes. Education, signage and graduated enforcement are also treated as core management tools because long-term site protection depends heavily on user behavior.

Over the next five years, the Plan recommends a phased implementation program. In the first six months, the Township should confirm parcel and lease boundaries, map formal and informal trails, assess trailheads and establish emergency tree and wildlife response protocols. During the following six to twelve months, priority actions should address hazard trees, drainage failures, wayfinding, rules signage, emergency markers, counter maintenance and feral hog response at the highest-use trailheads. In Year 2, the focus should shift to invasive-

plant control, closure and restoration of unnecessary social trails, native replanting and chronic erosion repair. In Years 3 and 4, only the most justified structural improvements such as boardwalks, bridges, overlooks, kiosks and accessible trailhead features should move forward, while restoration expands into secondary zones. In Year 5, the Township should evaluate trail counts, restoration performance, invasive cover, wildlife incidents and storm response, and then update the Plan for the next management cycle. This phased approach creates a realistic, data-informed roadmap for protecting the Preserve's natural systems while maintaining safe, sustainable public access.

2005 George Mitchell Nature Preserve/Village of Creekside Park Master Plan



1. Site Information

1.1 Identification of the Property

The Preserve is a large, multi-parcel nature preserve in the Township that connects to the larger Spring Creek Greenway. The Preserve is accessed from the Flintridge Drive trailheads near Rob Fleming Park and Texas TreeVentures, Dr. Ann Snyder Way, Rob Fleming Lodge and Rob Fleming Recreation Center. The Preserve straddles Spring Creek and includes parcels in both Harris and Montgomery Counties. Additionally, portions of the overall the Spring Creek Nature Trail (operated by BLC through a Trail Maintenance Agreement with the Township) and the Spring Creek Greenway (built in cooperation with the Township and Harris County) parallel the parcel.

1.2 Ownership / Lease Context

A mixed management structure includes the Township having a long term (50-year) Lease Agreement (Attachment A) on the parcel(s) fee title owned by Howard Hughes. The lease permits the Township to preserve, improve, program, maintain and operate the Preserve as a public nature preserve and recreation corridor, including trails, trailheads, habitat areas, support facilities, parking, restrooms and other nature-oriented public improvements, while also giving the Township authority to manage utilities, collect program fees, manage nuisance wildlife and maintain the land during the lease period.

1.3 Existing Township Resource Allocation



The Township is already providing a meaningful base of operational, financial and programmatic support to the Preserve. Most fundamentally, the Township serves as the Preserve's operating entity under the long-term lease structure and is authorized to preserve, improve, maintain, program and operate the site as a public nature preserve and recreation corridor. That authority includes management of the trails, trailheads, parking, signage and maintenance-related functions. Currently, a .5 Full Time Equivalent (FTE) position is allocated to the Preserve in the form of a part-time Trail Specialist, reflecting at least a partial staff commitment already associated with Preserve management. Additionally, the Township manages a Trail Maintenance Agreement (Attachment B) with BLC which provides a base level of maintenance for the portion of the Spring Creek Nature Trail that lies within the Township and an Adopt A Trail Program group. BLC has been a partner with the Township for several years outside of base maintenance, including bridge and boardwalk maintenance and construction. Finally, Harris County and the Township's Parks and Recreation Department have been the lead groups managing the development of the Spring Creek Greenway, which is a 14 foot wide asphalt path that will bisect the southern tier of the Preserve.

1.4 Land Use and Public Use Context

The Preserve functions as both a conservation landscape and an outdoor recreation asset which includes, but is not limited to, walking, hiking, biking, wildlife observation and nature-based education. Included in the tract of land are BLC Conservation Easements. This easement (Creekside Park Preserve) permanently protects 228 acres

from development by the Creekside West trailhead. Overall, management decisions should favor low-impact recreation that reinforces conservation, rather than recreation that drives unnecessary clearing, soil compaction or hardscape expansion.

1.5 Recent Use Indicators

Staff of the Township's Parks and Recreation Department maintain four counting devices at the Preserve's named trailheads. The greatest total activity occurred between January and February 2026 at Flintridge Trailhead, while the strongest percentage growth occurred at the Rob Fleming Recreation Center Trailhead during that same time period. These patterns support a management strategy that concentrates visitor-support improvements, monitoring and wayfinding at the most active access points while keeping interior habitat disturbance as low as practicable. If further trailheads are developed, a counting mechanism should be included for management purposes.

1.6 Conservation Easements

The Preserve already includes conservation-related third-party interests that must be recognized as part of its legal and operational framework. The lease states that the Township's rights are subject to matters of record and that any future conveyance of Preserve lands will remain subject to easements already granted to BLC and to Harris County for pathways, trails, and similar uses. The draft Plan also recognizes that a portion of the Spring Creek Nature Trail associated with BLC lies within the broader Preserve area and that implementation should be coordinated with corridor partners, including BLC, where trail stewardship or conservation coordination is involved.

For management purposes, the BLC easements, which are understood to be concentrated largely within the western portion of the Preserve, should be treated as an existing conservation layer that supports the Preserve's broader habitat, trail and riparian protection goals. Township actions in those areas should therefore be planned with awareness of recorded easement rights, trail obligations, access limitations, restoration objectives and any restrictions affecting grading, clearing, structures, utilities, or public use. This approach helps avoid conflict, supports legal compliance and reinforces coordinated stewardship across the Spring Creek corridor.

Howard Hughes may consider additional conservation easements or other environmental designations on portions of the tract where such tools would strengthen habitat protection, riparian preservation, floodplain function, or regional greenway continuity. The lease anticipates this possibility through a joint Conservation Working Group between Lessor and Lessee to evaluate conservation easements, protected-land status, water rights and stream or land credits. That process should be used to ensure any proposed designation advances conservation value while remaining compatible with the Preserve's role as a public nature preserve and recreation corridor.

Any future conservation easement or environmental designation should not be more restrictive than the lease rights already granted to the Township and should not materially impair the Township's ability to carry out stewardship, public access, maintenance, habitat restoration, trail management, signage, safety response, nuisance-wildlife management and limited structural improvements otherwise permitted by the lease. Additional easements should strengthen the Preserve's conservation purpose without creating conflicts with the Township's existing operating authority. Before any additional easement is granted, the Township should review the proposed language for consistency with the lease, existing trail and access commitments, planned habitat restoration, emergency and maintenance access and the long-term implementation program in this Resource Management Plan. Please see Attachment C for a map of existing conservation easements and easement language.

1.7 Trail Count Summary (March - April)

Trailhead	2025 Total	2026 Total	Change
Ann Snyder Trailhead (Creekside West)	9,640	9,121	-5.4%
Flintridge Trailhead	15,405	15,157	-1.6%
Rob Fleming Lodge Trailhead	2,922	3,031	+3.7%
Rob Fleming Recreation Center Trailhead	2,523*	6,247	+147.6%
Total users / clicks	**30,490**	**33,556**	**+10.1%**

*Counter malfunction in April 2026

2. Conservation Values

21. Natural Resource Value

The Preserve's central value is the protection of a large, connected forest and riparian landscape inside a rapidly urbanized area. These resource areas also perform important ecological functions that extend beyond recreation. Forest cover helps moderate temperatures, improve air quality, sequester carbon, reduce erosion and protect the integrity of soils. Wetlands, ponds and low-lying drainage features provide stormwater storage, water filiation improving water quality, groundwater recharge benefits and habitat diversity for amphibians, reptiles, insects and birds. The Preserve includes various natural resources including a pine/oak forest, ponds, wetlands, natural grassy areas and stream-side habitat that supports hiking, biking, birding and wildlife observation. The Spring Creek corridor further increases the Preserve's value by supporting riparian function, wildlife movement and long-term ecological resilience. As surrounding lands continue to urbanize, the Preserve serves as an increasingly important refuge for native plant communities and wildlife species that depend on a relatively undisturbed habitat.

2.2 Greenway and Connectivity Value

Because the Preserve connects with the broader Spring Creek Greenway and Spring Creek Nature Trail system, it functions as more than a stand-alone park. It is an ecological link, a recreation corridor and a piece of a larger regional habitat continuity. This connectivity allows the Preserve to serve multiple roles at once: it links users to a broader trail experience, provides continuity for wildlife movement and strengthens the ecological health of the corridor as a whole. Connected landscapes are significantly more valuable than isolated open-space tracts because they reduce fragmentation and support migration, breeding, foraging and seasonal movement patterns for birds, mammals, reptiles and pollinators. From a public-use perspective, the Preserve also expands the Township's ability to provide longer distance trail experiences, nature access and low-impact recreation that feels immersive and regionally significant. Its value therefore lies not only in its acreage, but in how it connects people, habitat and open space across jurisdictional and parcel boundaries.

2.3 Community Value



The Preserve helps carry forward George Mitchell's original planning vision of living in harmony with nature. It provides a setting for daily recreation, volunteer stewardship, bird walks, educational events and nature interpretation close to neighborhood populations. In that sense, the Preserve is both a natural asset and a community-building asset. It gives residents access to a quieter, less programmed outdoor experience that complements traditional parks, athletic fields and recreation facilities. It also creates opportunities for residents to develop a stronger understanding of local ecology, watershed function and habitat stewardship through hands-on involvement and informal learning. The Preserve's accessibility to nearby neighborhoods makes it especially valuable as a place for walking, reflection, physical activity and family exploration without requiring long-distance travel. Over time, that regular connection to nature can strengthen quality of life, health/wellness benefits, encourage stewardship ethics and reinforce the Township's identity as a community where conservation and public use are intentionally balanced.

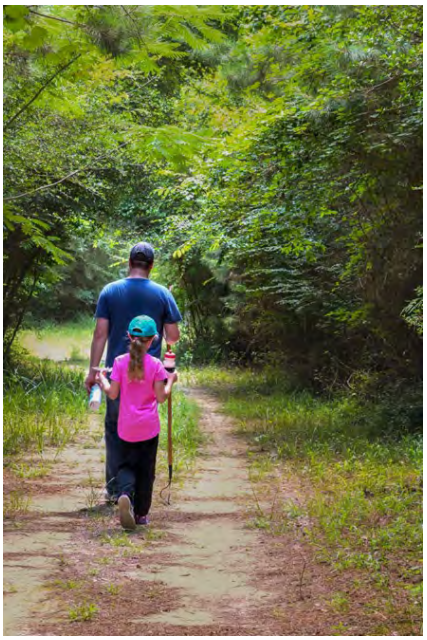
2.4 Wildlife and Habitat Value

The Preserve and associated open space reserves serve as important habitat for a diverse wildlife population. Management should therefore treat habitat quality, vegetative cover, water access, movement corridors and breeding-season sensitivity as core resource values rather than incidental considerations.

In southeast Texas, preserves of this type commonly support deer, raccoon, opossum, armadillo, fox squirrel, eastern cottontail, bobcat, coyote and beaver. In suitable riparian areas, preserves also support bats and a wide variety of reptiles and amphibians such as alligators, turtles, skunks, snakes (venomous and non-venomous), frogs and toads. Bird life is typically one of the Preserve's most significant ecological assets and may include resident and migratory songbirds, owls, woodpeckers, hawks, vultures, wading birds, waterfowl and other riparian and bottomland species associated with the Spring Creek corridor. Pollinators and other beneficial insects, including butterflies, bees, dragonflies and native beetles, also contribute meaningfully to ecological health and habitat function.

Because the Preserve straddles Spring Creek and includes a mix of forested, riparian and open space environments, it should be managed as a connected habitat system rather than as isolated land parcels. Management decisions related to clearing, mowing, tree removal, understory treatment, trail alignment, lighting, drainage and public access should account for wildlife cover, nesting areas, denning and roosting opportunities, seasonal migration patterns and the need for undisturbed refuge areas. Particular care should be given to preserving native canopy, midstory and understory structure, protecting stream buffers, minimizing fragmentation and controlling invasive species that reduce habitat quality. The overall objective should be to balance public access and recreation with long-term ecological function, so the Preserve continues to serve as both a community asset and a resilient habitat refuge for native southeast Texas wildlife.

2.5 Public Stewardship Value



The Preserve's rising trail counts show that it is not only ecologically important but socially important. The more heavily it is used, the more important it becomes to manage erosion, informal trail expansion, wildlife disturbance and visitor behavior to ensure the Preserve retains its highest value and services to the community for a sustainable future. Increased visitation is a positive sign that the Preserve is serving the community, but it also means that management must be proactive rather than reactive. Without clear stewardship practices, repeated off-trail use, shortcut creation, soil compaction, litter, pet impacts and unmanaged bicycle or pedestrian conflicts can gradually diminish both habitat quality and visitor experience. For that reason, public use should be paired with visible stewardship measures such as trail marking, periodic restoration closures, user education, volunteer engagement, monitoring of high-impact areas and consistent maintenance standards. In this way, the Preserve can remain both well-used and well-cared-for, reinforcing a shared community expectation that access to nature also carries a protection responsibility.

3. Management Objectives

A. Protect and perpetuate the Preserve's native forest, riparian, wetland and edge habitats.
B. Provide safe, legible and sustainable public access without compromising conservation values.
C. Use tree removal, grading and structural improvements only where justified by safety, habitat restoration, drainage stability or long-term operational need.
D. Manage invasive plants and invasive wildlife that degrade habitat, destabilize soils or threaten the visitor experience.
E. Support reforestation and habitat restoration with native species appropriate to floodplain, bottomland hardwood, upland edge and pollinator-open-space conditions.
F. Concentrate public-use infrastructure at trailheads and designated nodes rather than extending unnecessary hardscape into sensitive interior areas.
G. Establish a measurable monitoring and adaptive-management program tied to trail use, forest health, invasive species, wildlife incidents, flooding and storm response.

4. Management Direction

4.1 Tree Removal and Forest Management

Tree removal should be selective, documented and justified, i.e. potential for disease and pest infestation. The Preserve should not be managed by broad aesthetic clearing, casual line-of-sight clearing, or generalized thinning intended simply to "open up" the woods.

Removal is appropriate when a tree is dead, failing, structurally unsound, storm-damaged, diseased beyond recovery, causing repeated trail or structure damage, blocking safe passage after flood events, or when the tree is an invasive species, whose retention undermines long-term habitat quality. These removals should mainly occur near trails and heavily trafficked areas for safety purposes. Snag trees may be retained as they are beneficial for the environment and can provide wildlife, particularly birds, with a perch and potential food source.

Consistent with the Township's forest-management guidance, hazard-tree decisions should focus on the presence of a target (trail user). A tree becomes a true public-safety issue when a defect exists, and the tree or its failing part can strike a trail, trailhead, bridge, overlook, utility, sign, parking area or other place where people or property are regularly present. The Township staff utilizes the Tree Risk Assessment Qualification (TRAQ), a risk assessment tool to guide these determinations.

Recommended direction. All non-emergency removals of canopy trees and all removals greater than six inches in diameter at breast height should be reviewed and approved by the Director or Assistant Director of Parks and Recreation (Operations). Emergency removals needed to reopen a trail or remove an imminent threat should be documented afterward with photographs, location, date, reason and disposition.

Retention direction. Where no public-safety target exists, standing dead wood, downed coarse woody debris, and naturally fallen timber should be retained when practicable, because they contribute to habitat complexity, nutrient cycling, soil moisture retention and erosion resistance. However, retained debris should not obstruct designated trails, constrict drainage structures or create avoidable flood-related hazards.

Reforestation direction. Any planned tree removal outside of invasive-species eradication should trigger reforestation planning. The Township's forest-management guidance calls for planting at least twice the number of trees removed each year; that ratio is a useful minimum benchmark for preserve operations, with species selection based on site hydrology and existing community composition. Due to access issues, seedings and smaller species may be used in larger quantities.

4.2 Wildlife Management and Removal

Native wildlife should generally be managed through coexistence, education, seasonal protection and site design rather than through routine trapping or relocation.

Wildlife removal should be limited to three conditions: (1) invasive wildlife causing material ecological damage, (2) native wildlife posing a documented public-safety threat, or (3) a disease, depredation or regulatory situation requiring intervention by the appropriate authority. For removal requirements, review applicable County, Texas Parks and Wildlife and Federal laws and permitting requirements.

Feral hogs. The Township's wildlife guidance identifies feral hogs as an invasive species that destabilize riparian areas, compact soils, increase erosion, spread invasive vegetation, degrade water quality, prey on young wildlife and disturb ground-nesting birds. Within the Preserve, feral hogs should be treated as a priority invasive-fauna issue. Management should emphasize whole-sounder trapping or other coordinated control methods through qualified wildlife professionals, rather than piecemeal pursuit that simply displaces animals.



Coyotes and other native predators. Coyotes, bobcats, raptors, snakes and other native predators are part of the Preserve's ecological function and should not be removed merely because they are observed. When coyotes exhibit concerning behavior, Township guidance favors hazing and attractant reduction.

Protected birds and pollinators. No active nests, rookeries or breeding colonies should be disturbed. Vegetation work in likely breeding areas should, when practicable, be scheduled outside sensitive

nesting windows or be preceded by a field check. Swarms or hives located at trailheads, structures or high-use nodes may require professional relocation or removal when public safety is affected.

Alligators. Because the Preserve includes riparian habitat, ponds, wetlands and areas influenced by Spring Creek, alligators may periodically be present and should be managed through awareness, education and risk-based response rather than routine removal. The mere presence of an alligator should not, by itself, trigger intervention. Alligators are native to southeast Texas and are part of the broader ecological function of wetland and creek systems. Management should focus first on reducing conflict by discouraging feeding of wildlife, maintaining clear public messaging at trailheads and water-adjacent areas, keeping pets leashed and away from the water's edge and monitoring locations where repeated human-wildlife interaction may occur.

Removal or relocation should be limited to situations in which an alligator shows documented aggressive behavior; repeatedly occupies a high-use public area in a manner that creates a clear safety concern; has lost its natural fear of people; or otherwise meets the threshold for response by the appropriate wildlife authority. Staff should document reported sightings and note location, estimated size, behavior, and proximity to trails, overlooks, trailheads or other visitor-use areas. Where practical, temporary warning signage or short-term area management measures may be used while the situation is evaluated. Coordination with the appropriate county, state or contracted wildlife professionals should occur when an alligator presents a verified public safety issue or when removal is otherwise required by law or professional wildlife guidance.

Operational rule. The Township does not provide full animal control services. Animal control response for aggressive wildlife, bites and related incidents are handled by Harris County or Montgomery County, depending on location.

4.3 Habitat Enhancement and Restoration

Habitat work should prioritize ecological function over ornamental appearance. The Preserve should look like a preserve, not a park that has been over-styled into ecological simplification. Restoration should be organized by habitat type: riparian edge, floodplain/bottomland hardwood forest, wet depressions and ponds, upland forest edge and small managed meadows suitable for pollinator and native grass enhancement.

Invasive plant management. The Township's forest management materials identify species such as Chinese Tallow, Chinese Privet, Bamboo, Asian Jasmine, Nandina, Japanese Climbing Fern and escaped ornamentals as management concerns. The Preserve should use phased invasive species treatment, focusing first on priority corridors: trailheads, trail edges, creek crossings, wetlands, restoration openings and areas where invasive plants are advancing into otherwise intact native communities.

Treatment approach. Use the least disruptive effective method. Hand-pulling and mechanical removal are appropriate for small infestations and sensitive areas; cut-stump, basal bark, foliar or spray herbicide methods may be needed for woody invasives and should be performed in accordance with label requirements and applicable licensing rules. Follow-up is essential because resprouting and seed banks are expected.

Native replanting. After treatment, revegetation with native species suited to the site rather than leaving disturbed areas open to recolonization by invasives. At trailheads and other prominent public spaces, larger container-grown trees and shrubs are appropriate. In remote interior restoration zones, native saplings, plugs and seedlings may be more practical if protected from browse, flooding and drought stress during establishment.

Soil and water stabilization. Use live staking, native grasses and sedges, biodegradable erosion control, selective grade repair and hydrologically compatible drainage improvements to stabilize eroding trail edges, creek approaches and disturbed banks. Routine mowing should be limited to trail shoulders, sight triangles, trailhead safety zones and specifically designated managed openings.

Volunteer stewardship. Volunteer days, corporate stewardship events, bird walks and citizen scientist should be used to build ownership and visibility for restoration work, but all volunteer activity should occur under clearly defined work plans approved by the Township's Parks and Recreation Department to protect sensitive habitats and avoid ad hoc trail building.



4.4 Trail Development and Alignment

Trail development should follow a "protect first, access second" philosophy. The Preserve can accommodate structural and natural improvements, but those improvements should be intentionally sited, low impact and justified by user need and ecological compatibility. See Attachment D for a map of the current trail system (May 2026).

Formal trails should be hierarchical: primary access routes from trailheads, designated secondary connectors and limited specialty features such as overlooks, birding nodes, bridges or boardwalks where ecological conditions warrant them.

Alignment principles. New or rerouted trail segments should avoid wetland interiors, steep creek banks, active erosion zones, large critical root zones and fall-line alignments that accelerate runoff. Prefer contour-based alignments, grade reversals, rolling drainage, out sloped tread and armored crossings only where natural-surface solutions are not durable.

Surface selection. Natural-surface trails should remain the default in the Preserve interior. Stabilized or hard-surface treatments should be reserved for trailhead interfaces, accessibility improvements, repeated failure points, boardwalk transitions and limited areas where hydrology or anticipated use makes a natural surface unsustainable.

Unauthorized trails. Social trails and illegal cut-throughs should be mapped, evaluated and either formalized or closed. The default response should be closure and restoration unless the segment provides a compelling, sustainable and low-impact connection that the formal system truly needs.

User conflict management. Wayfinding, speed management, sightline pruning at conflict points, directional controls where needed, and clear "stay on trail/no motorized use/yield" signage should be used to reduce conflict among hikers, runners, cyclists, dog walkers and birders.

Trailhead improvements. The strongest candidates for visitor-support improvements are the higher-volume trailheads identified in the uploaded data set. Improvements may include defined parking edges, kiosks, emergency markers, bike racks, benches, map panels, trail counters, waste and pet-waste infrastructure, drainage repair, native screening and restoration of compacted edges.

4.5 Visitor Use, Education and Enforcement

Education should be treated as an essential part of resource management, not an optional extra. The Preserve's long-term condition will depend, in part, on whether users understand where to go, what to avoid and why sensitive areas matter.

Interpretive signage should reinforce trail etiquette, floodplain realities and benefits, wildlife coexistence, the value of native habitat and the Preserve's role inside the Spring Creek Greenway.

Recommended visitor rules emphasis. Recommended rules include: Stay on designated trails; do not create new trail connections; do not dump yard waste; do not feed wildlife; leash and clean up after your pet; report feral hog activity and aggressive wildlife; avoid entering flooded areas and respect temporary closures for storms, flooding, nesting or trail restoration.

Enforcement posture. Use a graduated response: design and signage first, education second, maintenance and closure tools third and enforcement through applicable Township, county or partner mechanisms when behavior causes repeated or material harm.

5. Implementation Program (2026-2030)

Priority work should be phased so the Township first builds a reliable baseline, then addresses the highest-risk ecological and public-use issues and finally expands restoration and durable access improvements.

Phase	Timeframe	Primary Actions	Intended Result
1	0-6 months	Confirm parcel map and lease exhibit; map formal and informal trails; assess trailheads; review/revise emergency tree and wildlife response protocols.	A verified operational baseline
2	6-12 months	Address hazard trees and critical drainage failures at top-use trailheads; install or refresh wayfinding, rules, emergency markers, and counter-maintenance plan; initiate feral-hog response protocol.	Enhancement of public safety and reduction of resource-damage risks.
3	Year 2	Implement invasive-plant treatment zones; close and restore unnecessary social trails; begin native replanting in treated areas; repair chronic erosion points.	Visible habitat recovery and better trail discipline.
4	Years 3-4	Construct only the most justified structural improvements such as boardwalks, bridges, overlooks, kiosks or accessible trailhead features; expand restoration to secondary zones.	More durable access with limited ecological footprint.
5	Year 5	Evaluate trail counts, restoration survival, invasive cover, wildlife incidents and storm response; update plan and reprioritize the next 5-year program.	Adaptive management supported by actual preserve data.

6. Monitoring, Coordination and Annual Obligations

This Plan should be implemented as an adaptive-management program. Site conditions in a preserve organized around a floodplain corridor will change because of storms, flooding, drought, vegetation succession, wildlife activity and rising public use.

At a minimum, the Township should complete two formal site reviews each year: one routine review and one review timed after the highest flood/storm-risk period. Additional inspections should follow major storm events, wildfire threats or documented wildlife incidents.

- Trail counters at each major trailhead should be maintained and summarized at least annually, with trend review used to prioritize staffing, restoration and trailhead improvements.
- Hazard-tree and storm-damage logs: Record date, location, action taken, photographs and whether the issue affected a trail, bridge, sign or other public-use asset.
- Invasive monitoring should use permanent or repeatable plots/polygons in representative habitat types, with percent-cover estimates tracked across time.
- Wildlife incidents should be logged by species, location, type of behavior, season and response taken, with feral hog activity tracked separately.
- Restoration sites should be checked for survival, browse pressure, flooding damage, invasive reinvasion and maintenance needs at 6, 12 and 24 months after planting.
- The Plan should be reviewed and updated at least every five years, or sooner if major changes occur in lease authority, trail use, flood response or preserve footprint.

Coordination. Implementation should be coordinated with the Township's Parks and Recreation Department, Environmental Services, county agencies, as applicable, trail partners and organizations active in the Spring Creek corridor, including the BLC where trail stewardship or conservation coordination is involved.



Attachment A - Lease Exhibit

AMENDED AND RESTATED LEASE AGREEMENT

George Mitchell Nature Preserve

C-2025-0478

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

This Lease Agreement ("Lease"), effective as of March 26, 2026 ("Effective Date"), is made by THE WOODLANDS LAND DEVELOPMENT COMPANY, L.P., a Texas limited partnership ("Lessor"), and THE WOODLANDS TOWNSHIP, a political subdivision of the State of Texas ("Lessee").

Lessor and Lessee's predecessor in interest, The Woodlands Association, Inc., entered into that certain Lease Agreement dated September 1, 2008 (the "TWA Lease"). Effective as of the date hereof, the TWA Lease is terminated and this Lease shall become the Amended and Restated Lease Agreement with regard to the property included in such TWA Lease and additional lands as detailed herein.

ARTICLE 1 - LEASED PREMISES

1.01 Leased Premises. Lessor leases and demises to Lessee, and Lessee leases and accepts from Lessor for lease, for the specific uses detailed in Article VI hereof, the tracts of land (collectively, "Tract") in Harris County and Montgomery County, Texas more particularly described by map and legal description in **Exhibit A,** and is currently known as the "George Mitchell Nature Preserve" which extends on the eastern border from Gosling Road to the west and north to Burroughs Park to the southwest, all bordering Spring Creek on both the Harris and Montgomery sides of said creek, attached to and made a part of this Lease by reference for all purposes, together with all rights, privileges, easements, and appurtenances belonging thereto, and all improvements located thereon (the Tract and rights, privileges, easements, appurtenances and improvements collectively are the "Premises"). This Lease is made by Lessor and accepted by Lessee subject to all matters of record in the Real Property Records of Harris County and Montgomery County, Texas ("Permitted Encumbrances"). TO HAVE AND TO HOLD the Premises, together with all rights, privileges, and other interests belonging or pertaining to the Premises, subject to the Permitted Encumbrances and the terms and conditions of this Lease for the purposes set forth herein.

ARTICLE 2 - TERM OF LEASE

2.01 Term

(a) **Term.** This Lease is for an initial term commencing on the Effective Date and ending on December 31, 2074 ("Term"), unless sooner terminated as provided by this Lease.

(b) **Interim Conveyances.** The parties acknowledge that Lessee shall have the ongoing right to install both **Natural Improvements** (as defined in Section 6.01 below) and install and/or construct **Structural Improvements** (as defined in Section 6.01 below) within the Premises following Lessee giving Lessor written notice of the intended Structural Improvements. Prior to installation of such Structural Improvements, Lessee shall provide written notice to Lessor of the proposed location of such Structural Improvements and request that Lessor deed the portion of the Tract containing Structural Improvements and related Improvements to Lessee. Lessor shall respond in writing to Lessee within fifteen (15) business days of receipt of such notice and if Lessor approves the location of such Structural Improvements, Lessee shall provide, at its cost, a survey of the portion

of the Tract to be conveyed (any such tract being a "Deeded Tract") and provide a metes and bounds description to Lessor of such Deeded Tract and the parties will cooperate in determining whether any easements are necessary and if so mutually agree on location and terms of such easements. Lessor will then convey to Lessee the Deeded Tract within thirty (30) days from receipt of the survey and the metes and bounds description by special warranty deed ("Deed") in the form and substance as set out in Exhibit "B" attached hereto, with the Initial Land Use Designation ("ILUD") referenced in the Deed being the ILUD attached hereto as Exhibit "C".

(c) **Conveyance at the End of the Term.** At the end of the Term, if the Parties mutually agree at such time, Lessor shall convey to Lessee by Deed any portions of the Tract not previously conveyed pursuant to Section 2.01(b) or previously removed from the Tract pursuant to Section 18.02. All conveyances will be subject to (i) the Covenants, Restrictions, Easements, Charges and Liens ("Woodlands Covenants"), dated September 1, 1993, recorded under File No. 9348561, Film Code No. 908-01-1585, in the Official Public Records of Real Property of Montgomery County, Texas, and attached as Exhibit "B" to the Annexation of Additional Lands to the Property subject to the Covenants, Restrictions, Easements, Charges and Liens of The Woodlands (TWA) dated March 25, 2002, filed for record under County Clerk's File No. V691732, Film Code, No. 550-34-0920 of the Official Public Records of Real Property of Harris County, Texas, (ii) the ILUD, and (iii) to all other matters of record in Harris County and Montgomery County, including without limitation, easements granted to Bayou Land Conservancy ("BLC") and to Harris County for pathways and trails and similar uses, whether recorded prior to or after the date hereof, as same may be amended from time to time.

ARTICLE 3 - RENT

3.01 Commencement of Rent. Lessee shall commence paying Rent on the Effective Date.

3.02 Amount of Rent. Lessee shall pay as rent to Lessor Ten and No/100 Dollars ($10.00) per annum ("Base Rent") payable on the Effective Date and on the anniversary date of the Effective Date throughout the Term.

ARTICLE 4 - IMPOSITIONS

4.01 Impositions. "Impositions" means all (i) taxes, (ii) assessments, (iii) levies, (iv) licenses, (v) sales and permit fees, and (vi) all other charges by any public authority or private authority pursuant to any of the Permitted Encumbrances, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, that during the Term of this Lease are assessed, levied, charged, or imposed upon, or to accrue or become due or payable out of or on account of, or to become a lien on (A) any of the Tract by reason of Lessee's use thereof, (B) the Natural Improvements or Structural Improvements (collectively, the "Improvements"), (C) the rent and income received by or for the account of Lessee from any subtenants for any use or occupation of the Premises, and (D) such of Lessee's franchises, licenses, or permits appurtenant to the use of the Premises. Notwithstanding the above, Lessee shall not be responsible for the payment of any property taxes or assessments levied on the Tract or Improvements. The Lessor agrees to pay all property taxes and assessments due on the Tract and Improvements during the Term of this Lease. Impositions do not include any income, profits or revenue tax, assessment, or charge imposed upon the Base Rent by any municipality, county, state, the United States of America or any other governmental body. Lessee shall have the right to program, with various activities which meet the use requirements, all or any portion of the Tract for fee(s) established by the Lessee and such the fees collected shall remain the sole and exclusive property of the Lessee and not be included as any part of Impositions. If, however, during the Term, the present method of taxation or assessment is changed so that any part of the taxes, assessments, levies, impositions, or charges now levied, assessed, or imposed on real

estate and improvements is discontinued, and replaced with taxes, assessments, revenues, impositions, or charges levied, assessed, or imposed wholly or partially as a capital levy or otherwise on any part of the rents received from real estate or the rents under this Lease, then the replacement taxes, assessments, levies, impositions, or charges shall be included as Impositions to the extent that such replacement tax would be payable if the Premises were the only property of Lessor subject to such tax; provided, however, the Impositions shall not include any income or franchise taxes. Lessor may, in good faith and at its own sole cost, contest (in its own name or in the name of Lessee, or both, as Lessor may determine appropriate) any such Impositions for which Lessor remains responsible under this Lease, and Lessee agrees to work in good faith with Lessor on such contest of Impositions to be paid by Lessor, provided that such cooperation shall not in any manner make Lessee responsible for the payment of such Impositions even if based upon a claimed value of the Improvements made by Lessee.

4.02 Payment of Non-Tax, Assessment and Levy Impositions. As additional rent ("Additional Rent") during the Term, Lessee will pay or cause to be paid when due Impositions for the Term which are NOT for taxes, assessments and levies, which the Lessor agrees to pay as provided in Section 4.01. Impositions for the fiscal year or tax year of the entity imposing such Impositions in which this Lease commences and during the year in which this Lease expires, shall be prorated so that Lessor and Lessee shall each pay its proportionate share of said Impositions as allocated between the Parties pursuant to Section 4.01 and this Section 4.02. If the exact amount and type of Impositions for such year are not then determined, then the most current amounts shall be used, and Lessor and Lessee shall adjust any underpayment or overpayment when the final amount and type of Imposition is established, even if after the termination of this Lease. Lessee The responsible Party shall pay all Impositions for which they are responsible to the entity charged with collection before the Imposition becomes delinquent. Lessor shall render the Premises for all Impositions separately from any other property and cause all notices and communications regarding Impositions which are the responsibility of the Lessee to be sent directly to Lessee. Notwithstanding the foregoing, should an Imposition the responsibility of the Lessee under this Lease be assessed or levied against the Lessor, or any portion of the Premises, for which Lessee, based upon its status as a division of the State of Texas, would not be responsible, Lessee may, if in good faith and at its own sole cost, contest (in its own name or in the name of Lessor, or both, as Lessee may determine appropriate) any such Impositions if (i) Lessee pays the uncontested amount which would be due from Lessee, before it contests the Imposition, and (ii) upon Lessor's request, Lessee shall promptly provide a bond, cash deposit, or other security which Lessor in the exercise of its reasonable judgment determines to be satisfactory.

4.03 Payment by Lessor. Subject to Lessee's right to contest Impositions under Section 4.02, if any Imposition remains unpaid for which the Lessee is responsible under this Agreement, Lessor may notify Lessee in writing. If Lessee fails to pay or contest the Imposition in good faith, Lessor may pay the specified items and request reimbursement from Lessee for any Impositions other than property taxes, assessments and levies.

4.04 Bills and Receipts. Any certificate, advice, or bill showing nonpayment of an Imposition issued by or from the appropriate official to issue the certificate, advice, or bill or receive payment of any Imposition is evidence that such Imposition remains outstanding at the time of the issuance. The responsible party shall, upon the other Party's request, furnish to such Party within thirty (30) days after the date when any Imposition is payable, official receipts of the appropriate authority or other evidence reasonably satisfactory to the other Party evidencing payment.

ARTICLE 5 - UTILITIES

5.01 Utilities. Lessor has no obligation to construct any roads to provide access to the Premises, and no obligation to construct any utilities or drainage facilities within the Tract and is not responsible for the making

of or charges for any connections or taps for utility purposes. Lessee shall have the full right to make utilities available to all or any portion of the Tract and shall make all requests to the appropriate utility companies or districts for, and bear all expenses in connection with, the extension of such approved utility service to and upon the Tract. Lessee acknowledges that Lessor shall have the right to grant easements over, under and across the Tract.

ARTICLE 6 - USE OF PREMISES

6.01 **Use Restriction.** The Premises shall be used solely and exclusively for the purposes of open space, greenbelt corridors, wildlife habitat, camping, "Maintenance Facilities", observation and nature preserves, pedestrian and non-motorized vehicles (as such term is generally defined by Lessee provided that motorized vehicles shall be permitted for first responders, for access by disabled persons under the ADA, security and safety and maintenance requirements or any other rights which are granted to third parties with permission of both the Lessee and Lessor allowing for motorized vehicles) trailheads, trails and pathways and other outdoor recreational uses, including related directional and wayfinding signage (the "Natural Improvements") and other more permanent recreational improvements and facilities such as parking facilities, hard and/or packed surface paths and roads, restrooms, primitive structures, outdoor challenge and exercise courses, facilities for adventure apparatus, outdoor sporting facilities and related signage for effective use and navigation ("Structural Improvements") which in all cases are required to benefit and support enjoyment of nature by the general public. "Maintenance Facilities" as used in this paragraph shall be limited to (a) those facilities reasonably necessary for Lessee to store and maintain materials, supplies and equipment to service and maintain the Improvements on the Premises, and (b) small equipment storage facilities and paddocks and stables for law enforcement mounted patrols or other first responders operating on or in the vicinity of the Premises, provided that any such facilities described in clause (b) shall not exceed 5,000 square feet in aggregate without the prior written consent of Lessor. Maintenance Facilities shall NOT include (i) fire stations, police stations, or other permanent public safety buildings, (ii) facilities for the servicing and/or repair of equipment, or (iii) the housing of equipment, supplies and/or materials used outside of the Premises (other than mounted patrol horses and directly related tack and equipment). Notwithstanding anything to the contrary contained in this Agreement, following the Effective Date, Lessor shall not grant to any third party any easements or rights of access/use superior to or contrary to the use and other rights granted to the Lessee under this Lease without the express written consent of the Lessee.

6.02 **Prohibition Against Public or Private Nuisance.** Lessee shall maintain and operate the Improvements in a manner to prevent unreasonable sound, heat or odorous emissions from extending beyond the boundaries of the Tract and causing a nuisance to persons. Lessee will also ensure that operation of the Improvements is conducted in a manner that does not produce electrical interference or radiation levels in excess of those approved by governmental agencies regulating the operation thereof including the Federal Communication Commission and the Environmental Protection Agency.

ARTICLE 7 - CONSTRUCTION OF IMPROVEMENTS

7.01 Construction Conditions. Lessee may construct additional Improvements on the Premises, subject to the following conditions:

(a) Lessee shall pay the construction costs of the additional Improvements (or of any change, remodeling, addition, or alteration to the existing Improvements);

(b) Lessee shall obtain all permits, licenses, and approvals necessary for the construction of the additional Improvements; and Lessor shall cooperate in all reasonable respects in connection

therewith; and

(c) Lessee complies with Article 9, and if Structural Improvements, complies with Section 2.01(b).

(d) Lessee shall report the cost of Natural Improvements on the Tract within thirty (30) days of the end of Lessee's fiscal year to Lessor and with drawings and/or aerial maps showing where and how such funds were expended.

ARTICLE 8 - REPAIRS AND CONTROL OF PREMISES

8.01 Lessee's Duty to Maintain and Repair. Lessee, at Lessee's cost, shall keep and maintain, or cause to be kept and maintained, the Tract and all Natural Improvements in accordance with the general standards established for such Improvements by the applicable industry associations such as the United States Forest Service and the Texas Parks and Wildlife (as applicable). It is further agreed and understood that Lessee will manage, at Lessee's sole costs and expense, wild hogs and other nuisance wildlife, and dead, diseased and downed trees impacting neighboring parcels which are located on the Premises as Lessee deems appropriate in accordance with local and industry practices for management of such matters in areas used for the purposes stated herein. All repairs will be conducted in compliance with Article 7 and Article 9.

8.02 Lessor's Right To Repair. If Lessor determines through an inspection made pursuant to Section 17.01 that Lessee is not in compliance with Section 8.01 and if Lessee remains in non-compliance for thirty (30) days after notice from Lessor, then Lessor may, at its option, enter upon the Premises and perform such work as may be reasonably necessary to correct any noncompliance. Lessee shall reimburse Lessor within thirty (30) days after written demand for all costs incurred by Lessor in performing such work as Additional Rent. Notwithstanding the foregoing, Lessor shall not enter the Premises to perform such work in the event that such non-compliance is not capable of being cured within such thirty (30) period, if Lessee commences to cure such non-compliance within thirty (30) days after notice from Lessor and continues to diligently pursue the cure thereof within thirty (30) days after notice from Lessor.

8.03 **Custody and Control.** Lessee shall have sole custody and control of the Tract and Improvements, and Lessor shall not be responsible for Lessee's employees, guests, invitees, or any other person who go on to the Tract and Premises.

ARTICLE 9 – COMPLIANCE WITH LAWS AND COVENANTS

9.01 Compliance With Laws. Both Lessee and Lessor have in the past and shall continue to promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state, and municipal governments, including all road utility districts and municipal utility districts, departments, commissions, boards and officers of any such bodies, or any other body exercising similar functions, which have in the past, now or hereafter may be applicable to the Premises, the Improvements or to the use or manner of use of the Premises or the Improvements, including, but not limited to, all environmental laws and the Americans with Disabilities Act (as and when applicable to the Improvements). Lessor has not provided to Lessee any reports or studies related to environmental matters, archaeological reports, wetlands and/or wildlife which were previously commissioned and/or existing regarding all or any portion of the Premises. Lessee should determine if any investigations would be prudent and if so, engage consultants at its expense to perform such investigations. If either party violates any environmental law, following written notice by one party to the claimed offending party, and an opportunity for the claimed offending party to cure, the claimed offending party shall conduct a Standard Phase 1 environmental assessment and provide to the other party a written plan for addressing any contaminants

found on the Premises. No such cleanup shall be subject to a risk reduction standard and Lessee shall not record a deed recordation notice against the Premises.

9.02 Compliance with Woodlands Covenants. The parties acknowledge that although the Woodlands Covenants will not be imposed upon portions of the Premises until they are deeded to Lessee, Lessee agrees that in recognition of that fact that the Premises are within the boundaries of The Woodlands Township and that the Woodlands Covenants or a variation of them apply to all developed portions within such boundaries, that it will comply, with Article X and, to the extent applicable, to Article XIII, thereof.

ARTICLE 10 - LIENS

10.01 Prohibition Against Liens. The Premises shall at all times be kept free and clear of mechanics' and materialmen' s liens.

ARTICLE 11 - CONDEMNATION

11.01 Total Taking. If the whole or any part of the Premises shall be taken under the power of eminent domain, or by reason of law, ordinance, regulation or court judgment, Lessee's use of the Premises pursuant to this Agreement shall terminate as to the part so taken on the date Lessee is required to yield possession thereof to the condemning authority. The Base Rent shall not be reduced. If the amount of the Premises to be taken substantially impairs the usefulness of the Premises for the purposes set forth in Article 6, either party may terminate this Agreement within thirty (30) days after Lessee is dispossessed, effective as of the date when Lessee is required to yield possession. All compensation awarded for any taking shall belong to and be the property of Lessor.

ARTICLE 12 - CASUALTY

12.01 Obligation to Rebuild. If during the Term and prior to conveyance to the Lessee by Deed, the Structural Improvements on the Premises are damaged or destroyed by any casualty, Lessee shall promptly commence the work of repair, reconstruction, or replacement of the damaged or destroyed Structural Improvements. Lessee shall prosecute the same with reasonable diligence and according to the terms and conditions of this Lease so that the Structural Improvements, to the extent originally constructed by Lessee, shall be restored to substantially the same condition immediately before the casualty. The insurance proceeds shall be distributed to Lessee. Notwithstanding anything to the contrary contained in this Agreement, any and all Improvements which exist as of the Effective Date on the Premises, not the property of BLC or Harris County, or the holders of other easements, are hereby granted to Lessee by Lessor as the sole and exclusive property of the Lessee, and therefor excluded from this obligation to rebuild.

ARTICLE 13 - INSURANCE AND INDEMNIFICATION

13.01 Insurance. Lessee shall obtain, at Lessee's sole cost and expense, and keep in force during the term of this Agreement, a policy of comprehensive public liability insurance insuring Lessor and Lessee against any liability arising out of the use, occupancy or maintenance of the Premises. Such insurance shall be in the amount of not less than $1,000,000.00 combined single limit bodily injury and property damage per occurrence. Unless otherwise provided under the law, the limit of any such insurance shall not, however, limit the liability of the

Lessee hereunder. Lessee may provide this insurance under a blanket policy, provided that said insurance shall have a Lessor's protective liability endorsement attached thereto. Lessee shall deliver to Lessor, prior to right of entry, a copy of the liability insurance required herein, or certificate evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Lessor. No policy shall be cancelable or subject to reduction of coverage without thirty (30) days prior notice to Lessor. As to any injury or damage occurring in or on the Premises, Lessee's insurance shall be primary. At least ten (10) days prior to the expiration of the aforesaid policy of insurance, Lessee shall deliver to Lessor a binder renewing such policy, which binder shall provide that a least ten (10) days written notice of any changes in or cancellation thereof shall be given by the insurance company to the Lessor. The Lessee shall promptly pay the premium for renewal of insurance and deliver to the Lessor copies of receipts evidencing payment thereof. The Lessee shall not violate or permit to be violated any of the conditions or provisions of such policy, and the Lessee shall so perform and satisfy the requirements of the companies writing such policy that at all times companies of good standing shall be willing to write and/or continue such insurance.

13.02 Release and Indemnification by Lessee.

EXCEPT AS SET FORTH IN SECTION 17.01 HEREOF, TO THE FULLEST EXTENT PERMITTED UNDER TEXAS LAW AND FURTHER SUBJECT TO ANY LIMITATIONS ON LIABILITY AND RIGHTS TO INDEMNIFICATION RELATED TO RECREATIONAL ACTIVITIES OPERATED BY LESSEE, LESSEE SHALL INDEMNIFY LESSOR, LESSOR'S PARTNERS AND AGENTS, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND CONTRACTORS (COLLECTIVELY, "INDEMNIFIED PARTIES") FROM ALL INJURIES, LOSSES, LIENS, CLAIMS, LIABILITIES, COSTS, OR DAMAGES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS FEES) ("CLAIMS") SUSTAINED BY OR THREATENED AGAINST THE INDEMNIFIED PARTIES ARISING OUT OF OR RELATED TO THIS LEASE OR LESSEE'S USE OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING OUT OF THE SOLE OR CONCURRENT NEGLIGENCE OF THE INDEMNIFIED PARTIES. NOTWITHSTANDING THE FOREGOING, HOWEVER, LESSEE SHALL NOT BE OBLIGATED TO INDEMNIFY AN INDEMNIFIED PARTY FOR CLAIMS ARISING OUT OF THE INDEMNIFIED PARTY'S OWN INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS LEASE.

ARTICLE 14 - ASSIGNMENT, SUBLEASES AND ENCUMBRANCES

14.01 Lessee Assignment, Subleases, and Mortgages. Except as provided in this Section, Lessee may not sell, transfer, encumber, assign, sublease, or convey any portion of its interest in this Lease or the Premises without the prior written consent of Lessor, provided however, any successor entity to the Lessee by operation of law, being a municipality of otherwise, shall automatically succeed to the interests of the Lessee hereunder. Except as provided above, any attempt by Lessee to sell, transfer, encumber, assign or convey its leasehold estate or any interest in the estate without the prior, written consent of Lessor shall be null and void.

14.02 Lessee to Remain Liable. No sale, transfer, assignment, sublease, or conveyance of any portion of Lessee's leasehold estate shall relieve Lessee, or its successors or assigns, of any of Lessee's duties or obligations in this Lease unless such disposition is to a person satisfying the requirements of a governmental entity or other entity approved in advance by Lessor in which case Lessee shall be relieved of all further obligations.

14.03 Assignment by Lessor. Lessor may sell, transfer, assign, or mortgage, in whole or in part, all of its rights, duties, and obligations under this Lease and the Premises. Upon the assumption by the buyer, transferee, or assignee of Lessor's rights, duties, and obligations under this Lease, Lessor shall not have no further liability, duty, or obligation under the Lease after the date of the sale, transfer, or assignment, provided that such buyer, transferee, or assignee shall remain bound by the terms and provisions of this Agreement.

14.04 Conservation and Environmental Designations. The parties agree to establish a joint Conservation Working Group (the "Group"), comprised of representatives from both Lessor and Lessee, with the purpose of evaluating potential environmental designations for the Tract. The Group shall meet on an annual basis or as otherwise agreed to discuss strategies that maximize the conservation value of the Tract while balancing the interests of both parties. Prior to implementing any environmental designation, including but not limited to conservation easements, protected land status, water rights, or stream or land credits, the Group will review the proposed designation to ensure it aligns with the mutual goals of maximizing conservation value while preserving development opportunities where applicable. All future grants of conservation easements shall be subject to Lessor's approval at its sole discretion. All costs of implementing any recommendations of the Group will be shared equally unless otherwise agreed in writing.

ARTICLE 15 - DEFAULT AND REMEDIES

15.01 Events of Default. In the event of any default or breach by Lessee, Lessor may at any time after thirty (30) days prior written notice:

(i) terminate this Agreement whereupon, this Agreement shall automatically terminate as fully, finally and completely as if it had expired by lapse of time, and Lessee shall forthwith surrender and deliver the Premises to Lessor; or

(ii) pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of Texas.

ARTICLE 16 - LESSOR'S WARRANTIES

16.01 No Warranties Regarding Condition of Premises. Notwithstanding anything to the contrary contained in this Lease, with respect to the physical condition of the Premises, the Premises are being leased "as is" and "with all faults", without any representation or warranty by Lessor except as expressly set forth in this Lease. Except as expressly stated in this Lease, Lessor has not made and does not hereby make any express or implied representations or warranties whatsoever, including without limitation, any representation or warranty regarding merchantability or fitness for any particular purpose. Lessee acknowledges that Lessee is entering into this Lease without relying upon any such representation or warranty (other than those set forth in this Lease) made by Lessor, its employees, agents or contractors, or by any other person.

ARTICLE 17 - GENERAL PROVISIONS

17.01 Right of Entry and Inspection. Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter on the Premises without notice to determine whether Lessee is in compliance with the terms and conditions of this Lease. If Lessor determines, however, that an environmental study should be conducted on the Premises and the study determines that Lessee has not complied with all environmental laws, Lessee shall reimburse Lessor for the cost of the study within 15 days after receipt of an invoice setting forth the cost. Lessee shall promptly take all action necessary to remedy any noncompliance discovered by such study according to Section 9.01.

17.02 No Partnership. Lessor and Lessee are not partners or co-venturers of any nature, and this Lease shall not be interpreted to be a partnership or co-venture agreement.

17.03 Force Majeure. It is expressly understood and agreed that if the performance of any covenant, agreement, obligation, or undertaking contained in this Agreement is delayed by reason of war, civil commotion, acts of God, governmental restrictions, regulations or interferences, fire or other casualty, or any circumstances or beyond the control of the party obligated or permitted under the terms hereof to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, each such party shall be excused from doing or performing the same during such period of delay.

17.04 No Waiver. No waiver by Lessor of any default or breach of any term or condition in this Lease shall be a waiver of any subsequent default or breach of the same or any other term or condition in this Lease.

17.05 Good Faith Cooperation. Lessee, at Lessor's expense, shall cooperate in good faith with Lessor to make any changes to the boundaries of the Premises or to the easements located on the Premises as Lessor deems appropriate if the changes do not unreasonably interfere with or obstruct use of the Improvements constructed by Lessee on the Tract.

17.06 Lessee's Subordination. This Lease is and shall be subordinate to any mortgage or deed of trust which may now or hereafter encumber any of the Premises, and all renewals, modifications, consolidations, replacements, and extensions of the mortgage or deed of trust, but the holder of any such mortgage or deed of trust must agree that Lessee shall not be disturbed in its possession of the Premises or its rights under this Lease terminated or amended by the mortgagee, any purchaser at or in lieu of foreclosure, or other party as long as an Event of Default is not continuing hereunder. Lessee shall, at Lessor's request, execute promptly any appropriate certificate or instrument that Lessor may reasonably request to confirm this subordination. If the trustee or the beneficiary under a mortgage or deed of trust enforces the remedies provided for by law or by the mortgage or deed of trust, Lessee shall, upon the request of any party succeeding to Lessor's interest because of such enforcement, automatically become the lessee of such successor-in-interest without changing the terms or conditions of this Lease. Such successor-in-interest shall not, however, be bound by (i) any payment of rent for more than one month in advance; (ii) any amendment of or modifications to this Lease made without the written consent of such trustee, beneficiary, or successor-in-interest; (iii) any default by the lessor under this Lease, or its successors or assigns, in performing any of its duties or obligations under this Lease during its status as Lessor; or (iv) any right of offset that Lessee has against the prior owner or lessor. Upon request by any successor-in- interest, Lessee shall execute and deliver an instrument or instruments confirming the attornment provided in this Section.

ARTICLE 18 - EXPANSION AND REDUCTION OF THE PREMISES

18.01 Expansion of the Premises. Lessor and Lessee, from time to time during the Term, anticipate that additional tracts of land may be added to the Tract for the same use as the original Tract and will accomplish this by a written amendment to the Lease to add such land to the Tract.

18.02 Reduction of the Premises. Lessor, at any time during the Term, with written notice to Lessee, and without consideration, except as provided in this Section 18.02, shall have the right, at its sole discretion, to remove from the Tract any portion thereof provided that (a) such portion has just Natural Improvements on it; or (b) is removed for a specific environmental or development purpose which provides an alternative beneficial use to the community. In the event that the portion of the Tract that Lessor desires to remove contains any Natural Improvements, Lessor shall reimburse Lessee for the commercially reasonable cost of such Natural Improvements at the time of installation, as documented in the report required under Section 7.01(d). Lessor shall notify Lessee in writing of the intention to remove a portion of the Tract at least one hundred twenty (120) days prior to such

removal, and the parties shall cooperate to ensure a smooth transition and any necessary relocation of improvements or easements related to the removed portion.

To promote predictability and allow The Township to plan long-term investments, both parties agree that any removal of portions of the Tract shall be subject to an annual review meeting. During this meeting, Lessor and Lessee will review portions of the Tract that may be eligible for removal or expansion and will outline a mutually agreed-upon timeline for such actions, which shall not exceed six (6) months, subject to ongoing development, conservation efforts, or public use requirements.

ARTICLE 19 - MISCELLANEOUS

19.01 **Delivery of Rents and Notices.** All rents or other sums, notices, demands, or requests from one party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the addresses stated in this Section. Notice shall be deemed to have been given three days after mailing or upon receipt if delivered in person. All payments, notices, demands, or requests shall be given as follows:

LESSOR: c/o Howard Hughes
9950 Woodloch Forest Drive, Suite 1100
The Woodlands, Texas 77380
Attn: Legal Department

LESSEE: The Woodlands Township
2801 Technology Forest Blvd.
The Woodlands, Texas 77381
Attn: President and CEO

Lessor shall or at such other address as Lessee shall designate in writing.

19.02 **Parties Bound.** This Lease shall be binding upon and inure to the benefit of the parties to this Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease.

19.03 **Waiver of Jury Trial.** THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO ALL CLAIMS AND CAUSES OF ACTION RELATED TO OR ARISING OUT OF THE NEGOTIATION OR PERFORMANCE OF THIS LEASE.

19.04 **Legal Construction.** If any one or more of the terms or conditions in this Lease are ever held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or condition of this Lease, and this Lease shall be construed as if such invalid, illegal, or unenforceable term or condition had not been in this Lease.

19.05 **Prior Agreements Superseded.** This Lease is the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the matters contained in this Lease.

19.06 **Amendment.** No amendment, modification, or alteration of this Lease shall be binding unless it is in writing and duly executed by Lessor and Lessee or their successors and assigns.

19.07 **Rights and Remedies Cumulative.** Except as otherwise stated herein, the rights and remedies provided in this Lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

19.08 **Texas Law to Apply.** UNLESS SUPERSEDED BY FEDERAL LAW, THIS LEASE SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS. EXCLUSIVE VENUE FOR ANY DISPUTE ARISING OUT OF THIS CONTRACT SHALL BE IN MONTGOMERY COUNTY, TEXAS.

19.09 **Time of Essence.** Time is of the essence of this Lease.

19.10 **Headings.** The headings of the various sections of this Lease have been inserted for reference only and shall not be deemed to modify the express terms and conditions of this Lease.

19.11 **Day.** Unless otherwise specified in this Lease, all references to "day" or "days" in this Lease refers to calendar days.

19.12 **Title.** This Agreement is subject to all matters of records in the Real Property Records of Montgomery County, Texas. By execution of this Lease, Lessee consents to all plats and replats of the Tract, if any, in compliance with all applicable laws.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

This Lease is effective on the Effective Date.

LESSOR

THE WOODLANDS LAND DEVELOPMENT COMPANY, L.P.,
a Texas Limited Partnership

By: _____
Name: Jim Carman
Title: Authorized Representative

LESSEE

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

By: Monique Sharp
Name: Monique Sharp
Title: President/Chief Executive Officer

Exhibits:
A - Legal Description of the Tract
B- Form of Deed
C – Form of ILUD

EXHIBIT "A"

LEGAL DESCRIPTION

BOUNDS DESCRIPTION
OF LAND OUT OF THE
WILLIAM WHITE SURVEY, ABSTRACT NO. 592
AND THE CADDO ALLEN SURVEY, ABSTRACT NO. 45
MONTGOMERY COUNTY, TEXAS

Being approximately 78 acres of land as described in the Memorandum of Merger And Ownership, as recorded under Clerk's File Number 9747722 of the Official Public Records of Real Property Montgomery County, Texas, (O.P.R.R.P.M.C.), said 78 acres being described by bounds description as follows, the basis of bearing is the call North 20 degrees 16 minutes 53 seconds East, for an easterly line of Kuykendahl Road as shown on the plat of Woodlands Parkway and Kuykendahl Road Street Dedication plat as recorded in Cabinet "E", Sheet 117-A of the Montgomery County Map Records (M.C.M.R.):

BEGINNING at the southwest corner of The Woodlands Village of Indian Springs Section 17, (Indian Springs Sec. 17) as recorded in Cabinet "M", Sheet 51, of the M.C.M.R., lying in said easterly line of Kuykendahl Road;

THENCE with and adjoining the Southerly and Easterly line of said Indian Springs Sec. 17, Restricted Reserve "H", and the southerly and easterly line of Block Two (2), to the northeast corner of Block 2, lying in the southerly right-of-way line of East Horizon Ridge Place (50 feet wide), as shown on said plat of Indian Springs Sec.17;

THENCE Easterly with and adjoining said southerly line of East Horizon Ridge Place to the northwest corner of Lot 26, Block 1, of said plat of Indian Springs Sec.17;

THENCE with and adjoining the westerly, southerly, and easterly line of said block 1 and the easterly line of Restricted Reserve "A", to the northeast corner of said Restricted Reserve "A", lying in the southerly right-of-way line of Flintridge Drive (70 feet wide) as shown on the plat of said Indian Springs Sec 17;

THENCE Easterly with and adjoining said southerly line of Flintridge Drive to the Northwest corner of The Woodlands Village of Indian Springs Section 14, (Indian Springs Sec 14) as recorded in Cabinet "J", Sheet 46, of the M.C.M.R.;

THENCE with and adjoining the westerly, southerly, and easterly line of said Indian Springs 14, to the northeast corner of said Indian Springs Sec 14 lying in a southerly line of Flintridge Drive as shown on the plat of The Woodlands Village of Indian Springs Section 15 as recorded in Cabinet "L", Sheet 171 of the M.C.M.R.;

THENCE SOUTHEASTERLY with and adjoining the southerly line of said Flintridge Drive to a northerly corner of said The Woodlands Village of Indian Springs Section 15, Block 3, lying in said southwesterly line of Flintridge Drive;

THENCE with and adjoining the westerly and southerly line of said Block 3 of The Woodlands Village of Indian Springs Section 15, to the southeast corner of said Block 3, lying in said southwesterly line of Flintridge Drive;

THENCE SOUTHEASTERLY with and adjoining said southwesterly line of Flintridge Drive, to the north corner of Block 1, of The Woodlands Village of Indian Springs Section 15, lying in the southwesterly line of said Flintridge Drive;

THENCE with and adjoining the northerly, westerly, and southerly line of said Block 1 of The Woodlands Village of Indian Springs Section 15, to the southeast corner of said Block 1, lying in said southwesterly line of Flintridge Drive;

THENCE SOUTHEASTERLY with and adjoining said southwesterly line of Flintridge Drive, to the northwest corner of a 97.415 acre tract as defined in a Special Warranty Deed as recorded under Clerk's file 2022127450 of the Official Public Records of Montgomery County, Texas (O.P.R.M.C.);

THENCE SOUTHWESTERLY with and adjoining a northwesterly line of said 97.415 acre tract, to a northerly line of a 22.483 acre tract as defined in a Special Warranty Deed as recorded under Clerk's file 2022127450 of the O.P.R.M.C.;

THENCE WESTERLY with and adjoining a northerly line of said 22.483 acre tract, to said easterly right-of-way line of Kuykendahl Road;

THENCE Northerly with and adjoining said easterly line of Kuykendahl Road, to the POINT OF BEGINNING, and containing approximately 78 acres.



George Mitchell Preserve
Tract 1
LJAS0472-2401

BOUNDS DESCRIPTION
OF LAND OUT OF THE
WILLIAM WHITE SURVEY, ABSTRACT NO. 592
CADDO ALLEN SURVEY, ABSTRACT NO. 45
AND THE JONATHAN STANLEY SURVEY ABSTRACT NO 495
MONTGOMERY COUNTY, TEXAS
WILLIAM WHITE SURVEY, ABSTRACT 829
CADDO ALLEN SURVEY, ABSTRACT NO. 45
ANDREW LAWSON SURVEY, ABSTRACT 509
AND THE JAMES COOPER SURVEY, ABSTRACT NO 189
HARRIS COUNTY, TEXAS

Being approximately 772 acres of land located in the William White Survey, A-592, Caddo Allen Survey, A-45, and the Jonathan Stanley Survey A-495, Montgomery County, Texas, and out of the William White Survey, A-829, Caddo Allen Survey, A-45, Andrew Lawson Survey, A-509, and the James Cooper Survey, A-189, Harris County, Texas, and out of land as described in the Memorandum of Merger And Ownership, as recorded under Clerk's File Number 9747722 of the Official Public Records of Real Property Montgomery County, Texas, (O.P.R.R.P.M.C.), and also described in a document recorded under Clerk's File No. Z551441 and under Clerk's File No. 20060004901 in the Official Public Records of Real Property Harris County, Texas (O.P.R.R.P.H.C.) and out of a 39.774 acre tract as defined in a deed as recorded under Clerk's File No. Z551441 of the O.P.R.R.P.H.C., and a 7.0 acre tract more or less as defined in a deed as recorded under Clerk's File No. 20060004901 of the O.P.R.R.P.H.C., said 772 acres being described by bounds description as follows:

BEGINNING at the northwest corner of The Woodlands Carlton Woods Creekside Sec 15 in the Village of Creekside Park as recorded under Film Code 674538 of the Harris County Map Records (H.C.M.R.), lying in an easterly right-of-way line of Kuykendahl Road (width varies) as recorded under Clerk's File No K133364 of the Official Public Records of Real Property, Harris County, Texas (O.P.R.R.P.H.C.);

THENCE NORTHEASTERLY with and adjoining an easterly line of said Kuykendahl Road to the meanders of Spring Creek, the county line of Harris County and Montgomery County;

THENCE NORTHEASTERLY with and adjoining an easterly line of said Kuykendahl Road as shown on the Road Dedication plat as recorded in Cabinet “E”, Sheet 117-A of the Montgomery County Map Records (M.C.M.R.), to the southwest corner of a 22.483 acre tract lying in said easterly line of Kuykendahl Road as recorded under Clerks File No. 2022127450 of the Official Public Records of Montgomery County, Texas (O.P.R.M.C.);

THENCE EASTERLY with and adjoining a southerly line of said 22.483 acre tract, to the westerly line of a 97.415 acre tract as recorded under Clerk’s File No. 2022127450 of the O.P.R.M.C.;

THENCE with and adjoining the westerly, southerly, and easterly line of said 97.415 acre tract, to a westerly corner of The Woodlands Village of Indian Springs Section 3 as recorded in Cabinet “E”, Sheet 157-A of the M.C.M.R., also being the southwest corner of a 120 foot drainage easement as shown on said plat;

THENCE with and adjoining the westerly and southerly lines of said The Woodlands Village of Indian Springs Section 3, to a westerly line of Gosling Road as shown on the plat of said The Woodlands Village of Indian Springs Section 3 and as shown on the plat of Gosling Road as recorded in Cabinet “P”, Sheet 30, of the M.C.M.R.;

THENCE SOUTHERLY with and adjoining a westerly line of said Gosling Road to the northeast corner of The Woodlands Village of Indian Springs Sec 31 as recorded in Cabinet “Z”, Sheet 2804 of the M.C.M.R.;

THENCE with and adjoining the northerly, westerly, and southerly lines of said The Woodlands Village of Indian Springs Sec 31, to the southeast corner of said The Woodlands Village of Indian Springs Sec 31, lying in a westerly line of said Gosling Road;

THENCE SOUTHERLY with and adjoining said westerly line of Gosling Road to the meanders of Spring Creek, being the Montgomery County, Harris County boundary line;

THENCE SOUTHERLY with and adjoining the westerly line of Gosling Road as recorded in Volume 3637, Page 36 of the Harris County Deed Records (H.C.D.R.), to the southeast corner of the herein described tract;

THENCE WESTERLY perpendicular to the westerly right-of-way line of Gosling Road to the easterly line of Restricted Reserve “A” of The Woodlands Village of Creekside Park, Creekside Park Boulevard Reserves as recorded under Film Code 604196 of the H.C.M.R., 20.00 feet north of the northwest corner of Restricted Reserve “A” of The Woodlands Village of Creekside Park Commercial Sec 1 as recorded under Film Code 657154 oof the H.C.M.R.;

THENCE SOUTHERLY with and adjoining the easterly line of said Restricted Reserve “A” of The Woodlands Village of Creekside Park, Creekside Park Boulevard Reserves to the northerly right-of-way line of Creekside Forest Drive, and shown on said plat of The Woodlands Village of Creekside Park, Creekside Park Boulevard Reserves;

THENCE WESTERLY along said northerly line of Creekside Park Boulevard to an easterly northeast corner of The Woodlands Village of Creekside Park, Creekside Park Boulevard Reserves Partial Replat No. 1 as recorded under Film Code 613198 of the H.C.M.R., also being the northerly line of Creekside Forest Drive,

THENCE NORTHWESTERLY along a northerly line of Creekside Forest Drive to the northerly northeast corner of said The Woodlands Village of Creekside Park, Creekside Park Boulevard Reserves Partial Replat No. 1, also being the southeast corner of The Woodlands Village of Creekside Park, Creekside Forest Drive and Great Heron Drive Street Dedication Plat as recorded under Film Code 617048 of the H.C.M.R.;

THENCE NORTHWESTERLY with and adjoining the northerly line of said Creekside Forest Drive to a non-tangent curve, from which the southeast corner of said Creekside Forest Drive and Great Heron Drive Street Dedication Plat bears SOUTH 17 degrees 07 minutes 30 seconds EAST, 208.60 feet;

THENCE NORTHERLY along a curve to the left, through a central angle of 85 degrees 54 minutes 51 seconds to a non-tangent curve and southerly corner of the herein described tract, said curve having a radius of 241.81 feet, an arc length of 362.60 feet, and a long chord bearing and distance of NORTH 19 degrees 14 minutes 12 seconds EAST, 329.57 feet;

THENCE WESTERLY along a curve to the left, through a central angle of 84 degrees 07 minutes 49 seconds, to a northeasterly line of said Creekside Forest Drive, said curve having a radius of 261.48 feet, an arc length of 383.95 feet, and a long chord bearing and distance of NORTH 83 degrees 40 minutes 38 seconds WEST, 350.37 feet;

THENCE NORTHWESTERLY with and adjoining the northerly line of said Creekside Forest Drive to the southeast corner of The Woodlands Village of Creekside Park Sec 28 as recorded under Film Code 641226 of the H.C.M.R.;

THENCE with and adjoining the easterly and northerly line of said plat of The Woodlands Village of Creekside Park Sec 28 to the southeast corner of a 13.989 acre tract as described in an instrument recorded under Clerk's File No. 20080527638 of the Official Public Records of Real Property Harris County, Texas (O.P.R.R.P.H.C.);

THENCE with and adjoining an east, northeast and northwest lines of said 13.989 acre tract, to the northwest corner of The Woodlands Village of Creekside Park Sec. 16 as recorded under Film Code 625292 of the H.C.M.R.;

THENCE SOUTHWESTERLY with and adjoining a westerly line of said The Woodlands Village of Creekside Park Sec. 16, to the southwest corner of said The Woodlands Village of Creekside Park Sec. 16 lying in a northerly line of Creekside Forest Drive as recorded under Film Code 617048 and 617050 of the H.C.M.R.;

THENCE NORTHWESTERLY with and adjoining said northerly line of Creekside Forest Drive, to the southeast corner of The Woodlands Village of Creekside Park Sec 37, as recorded under Film Code 648261 of the H.C.M.R.;

THENCE with and adjoining an easterly, northerly, and westerly lines of said The Woodlands Village of Creekside Park Sec 37, to the southwest corner of said The Woodlands Village of Creekside Park Sec 37, lying in said northerly line of Creekside Forest Drive;

THENCE NORTHWESTERLY with and adjoining said northerly line of Creekside Forest Drive, to the southeast corner of The Woodlands Village of Creekside Park Sec 9, as recorded under Film Code 635166 of the H.C.M.R.:

THENCE with and adjoining easterly and northerly lines of said The Woodlands Village of Creekside Park Sec 9, to an intersection with an easterly line of The Woodlands Carlton Woods Creekside Sec. 11 in the Village of Creekside Park, as recorded under Film Code 611277 of the H.C.M.R.;

THENCE with and adjoining easterly, and northeasterly lines of said The Woodlands Carlton Woods Creekside Sec. 11 in the Village of Creekside Park, to and easterly corner of Reserve “B”, of The Woodlands Carlton Woods Creekside Sec 10 in the Village of Creekside Park Replat No 1 Amending Plat No 1, as recorded under Film Code 646259 of the H.C.M.R.;

THENCE with and adjoining easterly, northeasterly, and northerly lines of said The Woodlands Carlton Woods Creekside 10 in the Village of Creekside Park Replat No 1 Amending Plat No 1, to a northerly corner of said The Woodlands Carlton Woods Creekside 10 in the Village of Creekside Park Replat No 1 Amending Plat No 1, lying in an easterly line of South Fazio Way (Pvt) as shown on the plat of The Woodlands Carlton Woods Creekside Sec. 7 in the Village of Creekside Park, as recorded under Film Code 596140 of the H.C.M.R.;

THENCE NORTHERLY with and adjoining an easterly line of South Fazio Way (Pvt) to the south corner of The Woodlands Carlton Woods Creekside Sec. 9 in the Village of Creekside Park, as recorded under Film Code 608088 of the H.C.M.R. also being a southerly corner of Hallbrook Way (Pvt);

THENCE NORTHERLY with and adjoining the easterly line of said Hallbrook Way (Pvt) to the southeast corner of a 0.1058 acre tract as defined under Clerk’s File No. 20140310546 of the Official Public Records of Harris County, Texas (O.P.R.H.C.);

THENCE with and adjoining the easterly line of said 0.1058 acre tract to an east corner of Lot 16+, Block 1 of said The Woodlands Carlton Woods Creekside Sec. 9 in the Village of Creekside Park, also being the north corner of said 0.1058 acre tract;

THENCE with and adjoining a northeasterly line of said The Woodlands Carlton Woods Creekside Sec. 9, to the southeast corner of a 0.0573 acre tract as defined in an instrument as recorded under Clerk’s File No. 20140131821 of the O.P.R.H.C.;

THENCE with and adjoining the east and north line of said 0.0573 acre tract to the northwest corner of said 0.0573 acre tract lying in a northeasterly line of said The Woodlands Carlton Woods Creekside Sec. 9;

THENCE WESTERLY with and adjoining a northerly line of said The Woodlands Carlton Woods Creekside Sec. 9 to the southeast corner of a 0.0689 acre tract, as defined in an instrument as recorded under Clerk’s File No. 20140131821 of the O.P.R.H.C.;

THENCE with and adjoining the east, north, and the west line of said 0.0689 acre tract to the north line of said The Woodlands Carlton Woods Creekside Sec. 9;

THENCE WESTERLY with an adjoining said northerly line of said The Woodlands Carlton Woods Creekside Sec. 9 to the northwest corner of said The Woodlands Carlton Woods Creekside Sec. 9, also being a northerly corner of a 235.04 acre tract as recorded under Clerk's File No. 20130334938 of the O.P.R.R.P.H.C.;

THENCE WESTERLY with and adjoining a northerly line of said 235.04 acre tract to a northwest corner of said 235.04 acre tract lying in a northerly line of said The Woodlands Carlton Woods Creekside Sec 15 in the Village of Creekside Park;

THENCE WESTERLY with and adjoining said northerly line of said The Woodlands Carlton Woods Creekside Sec 15 in the Village of Creekside Park, to the POINT OF BEGINNING, and containing approximately 772 acres.



George Mitchell Preserve
Tract 2
LJAS0472-2401

BOUNDS DESCRIPTION
OF LAND OUT OF THE
WILLIAM WHITE SURVEY, ABSTRACT NO. 592
MONTGOMERY COUNTY, TEXAS
WILLIAM WHITE SURVEY, ABSTRACT 829
HARRIS COUNTY, TEXAS

Being approximately 388 acres of land out of the Willian White Survey, A-592, Montgomery County, Texas, and the William White Survey, A-829, Harris County, Texas, as described in the Memorandum of Merger and Ownership, as recorded under Clerk's File Number 9747722 of the Official Public Records of Real Property Montgomery County, Texas, (O.P.R.R.P.M.C.), and also described in a document recorded under Clerk's File No. S576751 in the Official Public Records of Real Property Harris County, Texas (O.P.R.R.P.H.C.) , said 388 acres being described by bounds description as follows:

BEGINNING at the southeast corner of The Woodlands Village of Indian Springs Section 20 as recorded in Cabinet "N", Sheet 9, of the Montgomery County Map Records (M.C.M.R.), lying in a westerly right-of-way line of Kuykendahl Road as recorded in the plat of The Woodlands Village of Indian Springs Section 26, as recorded in Cabinet "Q", Sheet 14 of the M.C.M.R.;

THENCE SOUTHWESTERLY with and adjoining said westerly line of Kuykendahl Road to the meanders of Spring Creek, the county line of Harris County and Montgomery County;

THENCE SOUTHWESTERLY with and adjoining the westerly line of Kuykendahl Road as recorded under K133364 of the Official Public Records of Real Property, Harris County, Texas (O.P.R.R.P.H.C.) and 20100374149 of the O.P.R.R.P.H.C., to the northeast corner of The Woodlands Creekside Park West Sec 16 as recorded under Film Code 647180 of the Map Records of Harris County (M.R.H.C.);

THENCE with and adjoining the northerly and westerly line of said The Woodlands Creekside Park West Sec 16, to the northeast corner of The Woodlands Creekside Park West Sec 17 as recorded under Film Code 647183 of the M.R.H.C.;

THENCE with and adjoining and the northerly, westerly, and southerly line of said The Woodlands Creekside Park West Sec 17, to the southeast corner of said The Woodlands Creekside Park West Sec 17 lying in a westerly right-of-way line of Pine Plains Drive as shown on the plat of The Woodlands Creekside Park West Pine Plains Reserves, Amending Plat No. 1 as recorded under Film Code 656272 of the M.R.H.C.;

THENCE SOUTHERLY with and adjoining a westerly line of said Pine Pains Drive, to the northeast corner of Reserve “A” as shown on said plat of The Woodlands Creekside Park West Pine Plains Reserves, Amending Plat No. 1;

THENCE WESTERLY with and adjoining the northerly line of said Reserve “A” of The Woodlands Creekside Park West Pine Plains Reserves, Amending Plat No. 1, to the northwest corner of said Reserve “A”, lying in an easterly line of The Woodlands Creekside Park West Sec 4 as recorded under Film Code 629105 of the M.R.H.C.;

THENCE with and adjoining an easterly, northerly, and westerly lines of said The Woodlands Creekside Park West Sec 4, lying in a northwesterly right-of-way line of North Heritage Mill Circle as shown on the plat of The Woodlands Creekside Park West Sec. 2 as recorded under Film Code 628296 of the M.R.H.C.;

THENCE SOUTHWESTERLY with and adjoining said northwesterly line of North Heritage Mill Circle to an easterly corner of a 3.10 acre tract as defined under Clerk’s File No. 2070748824 of the O.P.R.R.P.H.C.;

THENCE with and adjoining an northeasterly and northerly line of said 3.10 acre tract to a northerly corner lying in an easterly line of a 2.151 acre tract as defined under Clerk’s File No. RP-2017-359964 of the O.P.R.R.P.H.C.;

THENCE with and adjoining the easterly and northerly line of said 2.151 acre tract, to the meanders of Spring Creek and northwest corner of said 2.151 acre tract;

THENCE NORTHERLY with and adjoining the westerly line of the remainder of a tract as recorded under Clerk’s File No. M173968 of the O.P.R.R.P.H.C., also being the meanders of Spring Creek, to the intersection with a southerly line of the remainder of a 623.86 acre tract as defined under Clerks File No. Volume 742, Page 114 of the Deeds Records of Montgomery County (D.R.M.C.);

THENCE WESTERLY with and adjoining said southerly line of said remainder tract to the westerly line of said remainder tract also being the westerly line of the William White Abstract 592, Montgomery County, Texas

THENCE NORTHERLY with and adjoining the westerly line of said 623.86 acre tract, also being the westerly line of the William White Abstract – 592, to a southerly line of a 50.981 acre tract as recorded under Clerk’s File No. 2019059457 of the O.P.R.M.C., also being a southerly corner of a 6.0757 acre tract as described in volume 1119, page 351 of the Montgomery County Deed Records (M.C.D.R.);

THENCE NORTHERLY with and adjoining the southeasterly and easterly line of said 50.981 acre tract, to the northeast corner of said 50.981 acre tract;

THENCE EAST to a westerly line of The Woodlands Village of Indian Springs Section 27 as recorded in Cabinet “Q”, Sheet 1 of the M.C.M.R.;

THENCE with and adjoining a westerly, southerly, and easterly line of said The Woodlands Village of Indian Springs Section 27, to a westerly corner of The Woodlands Village of Indian Springs Section 22 as recorded in Cabinet “M”, Sheet 105 of the M.C.M.R.;

THENCE EASTERLY with and adjoining the southerly line of said The Woodlands Village of Indian Springs Section 22, to a westerly corner of The Woodlands Village of Indian Springs Section 21, as recorded in Cabinet “N”, Sheet 1, of the M.C.M.R.;

THENCE EASTERLY with and adjoining the southerly and easterly line of said The Woodlands Village of Indian Springs Section 21, to the southwest corner of said The Woodlands Village of Indian Springs Section 20;

THENCE with and adjoining the southerly line of said The Woodlands Village of Indian Springs Section 20, to the POINT OF BEGINNING, and containing approximately 388 acres of land.



George Mitchell Preserve
Tract 3
LJAS0472-2401

BOUNDS DESCRIPTION
OF LAND OUT OF THE
GEORGE GALBRAITH SURVEY, ABSTRACT 22
AND THE WILLIAM WHITE SURVEY, ABSTRACT 829
HARRIS COUNTY, TEXAS

Being approximately 466 acres of land located in the George Galbraith Survey, A-22, and the William White Survey, A-829, Harris County, Texas, as described in the Memorandum of Merger And Ownership, as recorded under Clerk's File Number S576751 of the Official Public Records of Real Property Harris County, Texas, (O.P.R.R.P.H.C.), and also being a portion of a 212.9507 acre tract described in a document recorded under Clerk's File No. M173967 and a portion of a 576.2 acre tract as described under Clerk's File No. M173966 in the Official Public Records of Real Property Harris County, Texas (O.P.R.R.P.H.C.), and a portion of a 312.8931 acre tract as record under Clerk's File No. M173968 of the O.P.R.R.P.H.C., and all of a 2.73 acre tract as record under Clerk's File No. 20080611132 of the O.P.R.R.P.H.C., said 468 acres being described by bounds description as follows:

BEGINNING at the northwest corner of Lot 1, Block 4, of The Woodlands Creekside Park West Sec. 2 as recorded under Film Code 628296, of the Harris County Map Records (H.C.M.R.), lying in a southerly line of a 3.10 acre tract as described in a Special Warranty Deed as recorded under Clerk's File No 20070748824 of the Official Public Records of Real Property, Harris County, Texas (O.P.R.R.P.H.C.);

THENCE SOUTHERLY with and adjoining a westerly line of said The Woodlands Creekside Park West Sec. 2., to the southwest corner of Lot 10, Block 4, of said The Woodlands Creekside Park West Sec. 2, lying in a northerly line of a 3.448 acre tract as defined in a Special Warranty Deed as recorded under Clerk's File No. RP-2022-189624 of the O.P.R.R.P.H.C.;

THENCE with and adjoining a northerly and westerly line of said 3.448 acre tract to the southwest corner of said 3.448 acre tract, lying in a northerly line of a 1.476 acre tract as defined in a Special Warranty Deed as recorded under Clerk's File No. RP-2023-1152 of the O.P.R.R.P.H.C.;

THENCE with and adjoining a northerly, westerly, and southerly line of said 1.476 acre tract to the northwest corner of Reserve "E", as shown on the plat of The Woodlands Creekside Park West Sec 7 as recorded under Film Code 645246 of the H.C.M.R.;

THENCE SOUTHERLY with and adjoining the westerly line of said Reserve “E” and the westerly line of Block 3 of said The Woodlands Creekside Park West Sec 7, to the southwest corner of Lot 13, Block 3 of said The Woodlands Creekside Park West Sec 7;

THENCE EASTERLY with and adjoining the southerly line of Lot 13, Block 3, to a westerly right-of-way line of S Greenprint Circle as shown on the plat of The Woodlands Creekside Park West S Greenprint Circle From King Road To Timarron Drive, as recorded under Film Code 628298 of the H.C.M.R.;

THENCE SOUTHERELY with and adjoining said westerly line of S Greenprint Circle, to a northwest corner of The Woodlands Creekside Park West Sec 8, as recorded under Film Code 646123 of the H.C.M.R.;

THENCE SOUTHWESTERLY with and adjoining a northwesterly line of said of The Woodlands Creekside Park West Sec 8, to an easterly line of The Woodlands Creekside Park West Sec 13 as recorded under Film Code 648052 of the H.C.M.R.;

THENCE SOUTHWESTERLY with and adjoining a northwesterly and westerly line of said The Woodlands Creekside Park West Sec 13, to a northeast corner of The Woodlands Creekside Park West Sec 27, as recorded under Film Code 665172 of the H.C.M.R.;

THENCE WESTERLY with and adjoining the northerly and westerly line of said The Woodlands Creekside Park West Sec 27, to the northeast corner of The Woodlands Creekside Park West Sec 15, as recorded under Film Code 656105 of the H.C.M.R.;

THENCE SOUTHWESTERLY with and adjoining a northerly line of said The Woodlands Creekside Park West Sec 15, to the northeast corner of The Woodlands Creekside Park West Sec 29, as recorded under Film Code 665273 of the H.C.M.R.;

THENCE SOUTHWESTERLY with and adjoining a northerly line of said The Woodlands Creekside Park West Sec 29, to the northeast corner of The Woodlands Creekside Park West Sec 26, as recorded under Film Code 683234 of the H.C.M.R.;

THENCE WESTERLY with and adjoining a northerly line of said The Woodlands Creekside Park Sec 26, to the northwest corner of said The Woodlands Creekside Park Sec 26, lying in the westerly line of said remainder of a 212.9507 acre tract, also being the east line of a 151.736 acre tract as defined in document recorded under Clerk’s File No. J665363 of the O.P.R.R.P.H.C.;

THENCE NORTHERLY with and adjoining the westerly line of line of said remainder of a 212.9507 acre tract, to the south high bank of Spring Creek and northerly line of said 212.9507 acre tract;

THENCE NORTHEASTERLY with and adjoining the southerly high bank of Spring Creek, also being the northerly line of said 212.9507 acre tract, to the northeast corner of said 212.9507 acre tract lying in a westerly line of the remainder of said 576.2 acre tract;

THENCE NORTHERLY with and adjoining said west line of the remainder of the 576.2 acre tract, to the northwest corner of said 576.2 acre tract lying in centerline of Spring Creek;

THENCE NORTHEASTERLY with and adjoining the meanders of Spring Creek, also being the northerly line of said remainder of the 576.2 acre tract to the southwest corner of a 2.151 acre tract as defined under Clerk's File No. RP-2017-359964 of the O.P.R.R.P.H.C.;

THENCE EASTERLY with and adjoining the southerly line of said 2.151 acre tract, to a westerly corner of said 3.10 acre tract;

THENCE SOUTHERLY with and adjoining a westerly line of said 3.10 acre tract, to the POINT OF BEGINNING, and containing approximately 466 acres.



George Mitchell Preserve
Tract 4
LJAS0472-2401

EXHIBIT "B"

SPECIAL WARRANTY DEED

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.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF [HARRIS][MONTGOMERY] §

THAT, THE WOODLANDS LAND DEVELOPMENT COMPANY, L.P., a Texas limited partnership, ("Grantor"), acting herein by and through its authorized officer, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid to Grantor by THE WOODLANDS TOWNSHIP ("Grantee"), a political subdivision of the State of Texas, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY, unto Grantee real property ("Property"), lying and being situated in [Harris][Montgomery] County, Texas, and being described on Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance is further made, executed and delivered by Grantor and accepted by Grantee subject to the following:

(1) All oil, gas and mineral reservations or conveyances of record in the Office of the County Clerk of [Harris][Montgomery] County, Texas, and the reservation by Grantor, for itself, its successors and assigns of all oil, gas and other minerals owned by Grantor, on, in or under, or that may be produced from the Property; provided, however, that as to any mineral interest to which title shall remain vested in Grantor by virtue of this reservation, Grantor hereby waives all rights to use the surface of the Property for the purpose of exploring for, developing or producing said minerals.

(2) All liens, rights-of-way, dedications, restrictions, covenants, easements, reservations of oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, and all other matters affecting the Property or any part thereof, which are of record in the Office of the County Clerk of [Harris][Montgomery] County, Texas, to the extent, but only to the extent, that such are presently valid and existing, the purpose of this exception being to limit the warranties herein contained, and nothing contained herein shall have the effect of recognizing, validating, confirming or ratifying any such lien, reservation, conveyance, easement or right-of-way which has been released, forfeited, terminated, abandoned or otherwise removed in fact or by operation of law.

(3) The reservation by Grantor, for itself and its successors and assigns, of all of the subterranean waters in or under the Property, including, without limitation, all underground reservoirs, and all rights appurtenant to the full use and enjoyment thereof, and all rights appurtenant to all underground streams in or under the Property that are characterized by definite channels; provided, however, that Grantor hereby waives all rights to use the surface of the Property for the purposes of removing subterranean water.

(4) Subject to the rights dedicated to the public, the reservation by Grantor, for itself, its successors and assigns, of all rights in and to the right-of-way of any public streets and roads located or which may be located on or adjacent

to the Property, including, but not limited to, the right to install and maintain signs thereon, provided that such reservation shall not affect ingress and egress to the Property.

(5) The reservation by Grantor, for itself and its specific assignee(s), the right, privilege and easement to enter upon and to use the Property, or any portion thereof, for the purpose of constructing, maintaining and operating underground utilities and drainage facilities so long as Grantor's use thereof does not materially interfere with Grantee's use of the Property for the purposes set forth herein at the time such facilities are constructed. It is agreed and understood that this reservation is for the sole benefit of Grantor and its specific assignee(s), and that this reservation is not appurtenant to any tract of land adjoining the Property unless specifically assigned by Grantor to the owner of such tract. Grantor shall specifically locate and define this easement as to each utility line and drainage facility located on the Property by instrument(s) recorded in the office of the County Clerk of **[Harris][Montgomery]** County, Texas [the "Defining Instrument(s)"] as soon after construction as practicable. On the twentieth anniversary of the date of this Deed, this easement shall terminate as to all of the Property not within either (i) the area described by Grantor in Defining Instrument(s) or (ii) specifically defined portion(s) of this easement assigned by Grantor to third parties and described in an assignment duly recorded in the office of the County Clerk of **[Harris][Montgomery]** County, Texas. Grantor and Grantor's assignee(s) are given permission by Grantee to enter the easement and make emergency repairs, minor non-emergency repairs, and to perform routine maintenance and inspection activities without first notifying Grantee or otherwise obtaining Grantee's permission to enter the Property. At any time Grantor plans to construct, remove, replace, reconstruct or make major modifications or non-emergency repairs to Grantor's facilities located on the Property, Grantor agrees to provide to Grantee a description of the work to be performed for Grantee's prior approval, which approval shall be timely and shall not be unreasonably withheld. Grantor agrees to restore the Property to original grade, to repair or replace any structures or improvements of Grantee located on the Property, and to restore site vegetation with a representative forest mix promptly upon completion of any construction, repair, maintenance or modification work. Grantor, its successors and assigns, agrees to maintain any drainage ways, structures, or other improvements or facilities placed or constructed on the Property under the terms of this reservation for so long as they exist on the Property and are being used for the purposes herein set forth. Grantor shall not cause any hazardous wastes, substances or materials (as those terms are defined in Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; and the Resources Conservation and Recovery Act, all as amended) to be placed, held, located or disposed of on or under the Property, other than as may be contained in trace quantities in ordinary, municipal wastewater to be conveyed through Grantor's facilities. Grantor agrees to defend, indemnify and hold harmless Grantee from and against any claims or causes of action based upon losses or damages, including death or personal injury, resulting from Grantor's use of said Property or exercise of the easement rights herein granted. The obligations of Grantor under the terms of this paragraph shall be binding upon Grantor and its successors and assigns.

(6) The reservation by Grantor of utility easements for the installation, construction, operation, and maintenance of facilities for electricity, gas, telephone, community antenna television, water supply, sewage disposal, drainage, and other utility purposes, on, along, over, through and under those portions of the Property being described as a strip of land ten (10) feet in width adjacent to, parallel with, and extending the full length of each of the boundary lines of the Property. This reservation shall not affect the right of ingress to or egress from the Property.

(7) Grantee, for itself, its successors and assigns, covenants and agrees that no construction, alteration, excavation, clearing, use of land or other action which, if undertaken by a party subject to the terms of any covenant or restriction affecting the Property as of the date hereof (the "Covenants"), would require the prior approval of a committee organized pursuant to the Covenants, shall be commenced or conducted on any portion of the Property without obtaining the prior written approval of Grantor, in addition to such approvals and certificates as may be required by the Covenants. **Said review and approval shall be made by Grantor on the basis of aesthetic considerations only and Grantor shall have no right of approval or control concerning the structural**

integrity, soundness or safety of approved construction or for ensuring compliance with governmental requirements, if any. Grantor shall not be held liable for any injury, damages or loss resulting from its approval or disapproval of any plans or actions undertaken by Grantee or its agents, successors or assigns, or arising out of the manner or quality of approved construction, or for Grantor's failure or refusal to exercise the right of approval reserved hereby, regardless of negligence on the part of Grantor in such actions. In addition, Grantee, for itself, its successors and assigns, covenants and agrees to secure Grantor's written approval of rules and regulations covering use of the Property, and all amendments and modifications thereto, prior to adoption by Grantee.

(8) The covenant and agreement by Grantee to use the Property for the sole and exclusive purpose of constructing, operating and maintaining parks, greenbelt corridors, wildlife preserves, pedestrian trails and pathways, open spaces, recreational or other community facilities for the use, benefit and enjoyment of the public, including but not limited to, the seeding, watering and maintenance of all landscaped areas, the pruning and cutting of all trees and shrubbery, the removal of trash and debris, and the painting (or other appropriate external care) of all buildings and other improvements, if any, all in a manner and with such frequency as is consistent with safety and good property management, and to present at all times the appearance of a neat, attractive and well-kept area.

The covenants and restrictions contained in Paragraphs 6 and 7 above shall (i) run with the land, (ii) remain in effect for a period of time equal to the duration of the Covenants, as same may be renewed or extended from time to time, all in accordance with the Covenants and (iii) be for the sole benefit of Grantor and its successors and assigns to whom Grantor's rights hereunder may be specifically assigned.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee, its successors and assigns, FOREVER; and Grantor hereby does bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises 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.

Grantor, to the extent permissible thereunder, hereby assigns to Grantee any and all rights it may have under any and all warranties for those fixtures, facilities and improvements, if any, now erected or existing on the Property.

PROVIDED, HOWEVER, that upon the cessation by Grantee of the continuous use of the Property or any portion thereof for the sole and exclusive use and purpose of operating and maintaining parks, greenbelt corridors, wildlife preserves, pedestrian trails and pathways, open spaces, recreational or other community facilities for the use, benefit and enjoyment of the public title to the Property shall automatically revert to and vest in Grantor, its successors and assigns. In confirmation thereof, however, Grantee agrees, upon cessation of the use of any portion of the Property for the permitted uses, to execute and deliver a special warranty deed conveying said property to Grantor for the sum of One Dollar, free and clear of all encumbrances except those existing as of the date hereof.

EXECUTED this day of 15 May, 2026

THE WOODLANDS LAND DEVELOPMENT COMPANY, L.P.,
a Texas Limited Partnership

By: _____
Name: Jim Carman
Title: Authorized Representative

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

By: Monique Sharp
Name: Monique Sharp
Title: President/Chief Executive Officer

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on 15 May, 2026, by Jim Carman, Authorized Representative of THE WOODLANDS LAND DEVELOPMENT COMPANY, L.P., a Texas limited partnership, on behalf of said limited partnership.

TRACY A DAVIS
My Notary ID # 11651349
Expires April 14, 2029

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on May 14, 2026, by Monique Sharp, President/Chief Executive Officer of THE WOODLANDS TOWNSHIP, a political subdivision of the State of Texas, on behalf of The Woodlands Township.

CYNTHIA ARMATYS
My Notary ID # 124603866
Expires June 26, 2027

_____
Notary Public, State of Texas

Grantee's Address:
2801 Technology Forest Blvd.
The Woodlands, Texas 77381

EXHIBIT C

ROSR & PARKS ILUD SINGLE TWA Harris (2-16-12)
(Open Space Reserves & Parks)
Single Section-TWA
HARRIS COUNTY

INITIAL LAND USE DESIGNATION

THE STATE OF TEXAS §

COUNTY OF [HARRIS][MONTGOMERY] §

This INITIAL LAND USE DESIGNATION ("ILUD"), effective _____, 20____, is made by THE WOODLANDS LAND DEVELOPMENT COMPANY, L.P., a Texas limited partnership ("TWLDC").

RECITALS:

1. TWLDC owns the tract(s) or parcel(s) of land described in E "A" attached hereto and incorporated herein for all purposes ("Property").

2. The Property is subject to the Covenants, Restrictions, Easements, Charges and Liens ("Woodlands Covenants"), dated September 1, 1993, recorded under File No. 9348561, Film Code No. 908-01-1585, in the Official Public Records of Real Property of Montgomery County, Texas, and attached as Exhibit "B" to the Annexation of Additional Lands to the Property subject to the Covenants, Restrictions, Easements, Charges and Liens of The Woodlands (TWA) dated March 25, 2002, filed for record under County Clerk's File No. V691732, Film Code, No. 550-34-0920 of the Official Public Records of Real Property of Harris County, Texas. The Property was annexed to the Woodlands Covenants by Annexation, dated _____, 20__, executed by TWLDC, as successor by merger to The Woodlands Corporation ("TWC"), and recorded under File No. _____, in the Official Public Records of Real Property of [Harris][Montgomery] County, Texas.

3. The Woodlands Association, Inc. ("TWA") was formed as a nonprofit community association to serve as the representative of the property owners of lands subject to the Woodlands Covenants in the enforcement of the Woodlands Covenants and restrictions contained therein and in this ILUD.

4. The Woodlands Township is the successor to TWA; and

5. Section 9.07 of the Woodlands Covenants provides that TWLDC, as successor by merger to TWC, shall designate the particular land use for each tract in "The Woodlands", as defined in the Woodlands Covenants.

USE DESIGNATION:

TWLDC does hereby declare, adopt, establish, and impose the following initial land use designation for the Property ("Use Designation"):

OPEN SPACE/RECREATION. TWLDC, for itself, its successors and assigns, covenants and agrees that the Property shall be used, operated and maintained solely and exclusively as open space, greenbelt corridors, wildlife habitat, camping, observation and nature preserves, pedestrian and non-motorized vehicle (except for first responder, security and safety and maintenance requirements which shall include motorized vehicles) trailheads, trails and pathways and other outdoor recreational uses, including related directional and wayfinding signage (the "Natural Improvements") and other more permanent recreational improvements and facilities such as parking facilities, hard and/or packed surface paths and roads, restrooms, primitive structures, outdoor challenge and exercise courses and facilities adventure apparatus, outdoor sporting facilities and related signage for effective use and navigation ("Structural Improvements") which in all cases are required to benefit and support enjoyment of nature by the general public

The Use Designation shall be a covenant running with the title to the Property from the date of this ILUD until December 31, 2063, and shall automatically extend for successive periods of ten (10) years each, unless sooner terminated by mutual consent of TWLDC, and the owner of record title of the Property. The Use Designation is subject to TWLDC's right, pursuant to Section 9.07 of the Woodlands Covenants, to amend the Use Designation with the mutual consent of the owner of the Property.

Any amendment or termination of the Use Designation must be (i) in writing, (ii) executed by TWLDC, and the owner of record title of the Property, and (iii) filed for record in the Official Public Records of Real Property of Harris County, Texas.

This ILUD shall bind all succeeding owners of the Property and inures to the benefit of and is enforceable solely by TWLDC and The Woodlands Township, as successor to TWA. This ILUD does not give any legal or equitable right, servitude, easement, or other interest in or to the Property to any party other than TWLDC, The Woodlands Township, as successor to TWA, and the owner of the Property.

TWLDC's rights under this ILUD also inure to the benefit of (i) any entity succeeding to the corporate powers of TWLDC by merger, acquisition, or otherwise, and (ii) any entity to whom TWLDC's rights are specifically assigned. Should TWLDC (or any of its successors or assignees) cease to exist without specifically assigning its rights under this ILUD, the rights shall automatically vest in The Woodlands Township, as successor to TWA, or a successor entity thereto pursuant to Section 19.03 of the Woodlands Covenants.

This ILUD is supplemental to the Woodlands Covenants. If this ILUD conflicts with the Woodlands Covenants, then the Woodlands Covenants controls.

TWLDC or any subsequent owner of the Property may further restrict the use of the Property. Any further restriction shall not be an amendment to the Use Designation if the use allowed by the further restriction is permitted within the Use Designation.

THE WOODLANDS LAND DEVELOPMENT COMPANY, L.P.
A Texas Limited Partnership

By: _____
Name: Jim Carman
Title: Authorized Representative

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on 15 May, 20 26, by Jim Carman, Authorized Representative of THE WOODLANDS LAND DEVELOPMENT COMPANY, L.P., a Texas limited partnership, on behalf of said limited partnership.

TRACY A DAVIS
My Notary ID # 11651349
Expires April 14, 2029

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

The Woodlands Land Development Company, L.P.
9950 Woodloch Forest Drive, Suite 1100
The Woodlands, Texas 77380
Attn: Legal Department

Attachment B – Trail Agreement with BLC

Docusign Envelope ID: FDF879C6-959A-4F24-ACE2-5627EDF0B30A

AMENDED AND RESTATED SERVICE AGREEMENT RELATING TO TRAIL MAINTENANCE IN THE GEORGE MITCHELL NATURE PRESERVE C-2019-0400 AR

THIS SERVICE AGREEMENT RELATING TO Trail Maintenance in the George Mitchell Nature Preserve is made and entered into as of the date written on the signature page of this Agreement, by and between THE WOODLANDS TOWNSHIP (the "Township"), 2801 Technology Forest Boulevard, The Woodlands, Texas 77381, a political subdivision of the State of Texas and successor by name change to Town Center Improvement District of Montgomery County, Texas, created and operating pursuant to Chapter 289, Acts of the 73rd Texas Legislature, Regular Session, 1993, as amended (the "Act"), and the Bayou Land Conservancy ("BLC"), 8801 Gosling Road, Spring, TX 77381 a Texas non-profit corporation.

RECITALS

The Township has been heretofore duly created and organized as a political subdivision and governmental agency of the State of Texas. The Township is authorized among other matters to contract with any person or entity to provide special or supplemental services for economic development and educational improvements, enhancements and services within or adjacent to the Township's boundaries. The Board of Directors of the Township has determined that the Bayou Land Conservancy provides community-building opportunities for residents of The Woodlands through trial maintenance programs. The foregoing recitals are hereby incorporated into and made a part of this Agreement, including all defined terms referenced therein;

WHEREAS, THE TOWNSHIP manages various trails in both Montgomery and Harris County located along the Spring Creek.

WHEREAS, BLC assisted with the development and implementation of the Spring Creek Nature Trail, (SCNT) which runs from the Creekside Park West Trailhead to Pruitt Road, for which the Creekside Park West Trailhead to Gosling is within the political boundaries of the Township (See Exhibit A- Map);

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WHEREAS, BLC wishes to enter into this Agreement with the Township to assume routine maintenance obligations associated with the SCNT located within the boundaries of The Woodlands Township.

WHEREAS, BLC and the Township are committed to the overall maintenance and development of trails within the George Mitchell Nature Preserve and the South Gosling Tract (See Exhibit B-Map of South Gosling Tract).

WHEREAS, THE TOWNSHIP wishes to enter into this Agreement with BLC to provide the residents and general public with sustained access to the SCNT and other trails in the George Mitchell Nature Preserve.

NOW, THEREFORE, in consideration of foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

In consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties contract and agree as follows:

1. **INITIAL INSPECTION**- Prior to, and as a condition of the commencement of this Agreement, BLC and the Township shall perform a walkthrough and inspection of the SCNT (within the boundaries of The Woodlands Township), and other mutually agreeable trail segments, in order to identify and catalog any existing deficiencies and surface conditions that constitute a Major Repair. The Township's responsibility to perform such Major Repairs shall be in accordance with Paragraph 2. Such inspection shall also occur prior to the commencement of any renewal of this Agreement.

2. **ROUTINE MAINTENANCE OF THE SCNT** - As described more fully below, and subject to available funding as stated herein, BLC shall perform all necessary Routine Maintenance on the SCNT, including an area extending two (2) feet on either side of the SCNT, in a manner that is satisfactory to the Township, such that the SCNT is in good repair, sound condition, and in usable condition to the public.

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Provided, however, that BLC's ability to perform such Routine Maintenance shall be expressly subject to available funds within its maintenance budget. The availability of adequate funds to apply to such Routine Maintenance shall be determined at BLC's sole discretion. In the event such funds are not currently available to perform such Routine Maintenance, BLC shall promptly notify the Township. "Routine Maintenance," for the purposes of this Agreement, means all tasks described in Paragraphs (2)(a)-(e) below.

a. Routine Maintenance of the SCNT includes the removal of fallen debris, fine grading, maintaining its conservation easement signage, on-trail litter removal, trimming trail shoulders (understory and ground vegetation), and removal of tree limbs (up to 10 feet in the air and 4 inches in diameter), if BLC determines that it is safe to do so. To the greatest extent possible, the surface of the SCNT shall be maintained free from sink holes and/or washout areas.

b. Notice of Routine Maintenance- BLC shall provide to the Township at least four (4) days' notice of when routine maintenance is to be performed to reduce potential conflicts with users and events on the SCNT.

c. Materials and Supplies- BLC will acquire, as needed, in its sole determination, a sufficient supply of materials necessary to maintain and/or repair the SCNT. However, the Township shall provide, as needed and upon request, material that is deemed above Routine Maintenance amounts and will also provide technical support to guide BLC as to the required maintenance schedule and the appropriate materials.

d. Trail Monitoring- On a no less than monthly basis (12 times per year), BLC will submit to the Township a report from their inspection of the trail, which will include BLC's work the past month, proposed work for the next month, and areas of concern that are beyond the scope of Routine Maintenance. Monthly reports shall be submitted to the Township's Director of Parks and Recreation.

e. Dangerous Conditions- BLC will promptly confer with the Township in the event of a substantially dangerous condition on the SCNT, to include, without limitation, heavy tree limbs

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and/or other heavy fallen debris, fallen power or utility lines, significant rutting and/or other material deterioration of the Trail surface.

f. Monitoring and Inspection- Approximately every three (3) months (4 times per year), trail inspections by BLC shall take place of the parking areas, kiosks, access points, bridges, boardwalks and signage along the SCNT, and a report shall be included in the routine trail monitoring and reported to the Township. Any items deemed to be in need of attention that are outside of Routine Maintenance will be forwarded to the Township

g. Major Repairs of the SCNT- The parties agree that BLC shall not be obligated to make or fund any Major Repairs under the terms of this Agreement. A "Major Repair," for purposes of this Agreement, is a repair that is beyond the scope of the Routine Maintenance as defined herein, or any act that is required to restore the condition of the Trail to the initial conditions. Examples of Major Repairs include, but are not limited to, heavy treefall that cannot be removed with BLC's equipment, major culvert washouts, or boardwalks or bridges that are beyond the capabilities of BLC to rebuild. Upon notice by BLC to the Township of the requirement for any Major Repair, the Township shall determine whether the condition of the Trail is in need of a Major Repair. If the Township, in its sole discretion, determines that a Major Repair is necessary, the Township shall coordinate with BLC on such repair so as to minimize any disruption in BLC's Routine Maintenance of the SCNT. Nothing herein, however, shall require the Township to perform Major Repairs to the Trail or to keep the SCNT open to the public pending repair.

3. **NEW TRAIL CONSTRUCTION** – BLC is not permitted to construct trails as part of this Agreement, unless there is written authorization from the Township. The Township is permitted to build additional trails in the George Mitchell Nature Preserve without the direct involvement of BLC.

4. **PUBLIC EVENTS** - As part of the public benefits of the Trail, BLC may occasionally hold recreational and educational events with prior written notice and approval from the Township.

5. **As Is** - BLC and the Township agree that BLC accepts the SCNT in an "as-is" condition, and further, that BLC possesses no obligation or duty to ensure the SCNT have been constructed or maintained, prior

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to the date of this agreement, in accordance with any applicable development standards, to include Americans with Disability Act.

6. **TRESPASSING** - BLC shall refrain from trespassing on or damaging adjacent properties and agrees that it shall not engage in any such activity. If, in the conduct of the work and in the opinion of BLC, adjoining property must be utilized to perform Routine Maintenance, BLC will promptly confer with appropriate Township staff to notify adjoining property owners and gain permission to utilize such property if such right has not been granted by the particular easement at that location.

7. **INSURANCE** -

a. Liability Insurance: During the term of this Lease, BLC shall maintain a policy of commercial general liability insurance insuring BLC against any liability arising out of the maintenance of the Trail. BLC shall have the Township, and its officers and employees as an "additional insured" and it shall be stated on the Certificate of Insurance with the provision this coverage is primary to all other coverage the Township may possess. The insurance will be maintained with limits in an amount of not less than ONE MILLION DOLLARS ($1,000,000) occurrence/aggregate.

b. Insurance Policies: Insurance carried by BLC will be with companies acceptable to the Township. BLC shall deliver to the Township a Certificate of Insurance evidencing the existence and amounts of the insurance within thirty (30) days of the execution of this Agreement. No policy shall be subject to cancelation or reduction of coverage or other modification except after 30 days' prior written notice to the Township. Upon cancellation, BLC shall promptly provide the Township, with a certificate evidencing the purchase of replacement coverage as required by Paragraph (7)(a) above.

8. **INDEMNIFICATION - TO THE FULLEST EXTENT PERMITTED BY LAW, BLC AGREES TO PROTECT, DEFEND (WITH ATTORNEYS REASONABLY ACCEPTABLE TO THE TOWNSHIP), HOLD HARMLESS, AND INDEMNIFY THE TOWNSHIP, ITS DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AND AGENTS (HEREIN COLLECTIVELY**

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REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, ACTIONS, LIABILITIES, DAMAGES, LOSSES (INCLUDING ECONOMIC LOSSES), FEES, COSTS, EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN THE ENFORCEMENT OF THIS INDEMNITY PROVISION), AND LIENS, ARISING IN WHOLE OR IN PART OUT OF: (A) ANY ACTUAL OR ALLEGED BODILY INJURY OR DEATH; (B) INJURY TO, DESTRUCTION OF, OR ENVIRONMENTAL IMPAIRMENT OF TANGIBLE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE LOSS OF USE RESULTING THEREFROM; (C) VIOLATION OF APPLICABLE LAWS, RULES OR REGULATORY REQUIREMENT; (D) FAILURE BY BLC TO PURCHASE ALL INSURANCE REQUIRED BY THIS SERVICE AGREEMENT; OR (E) ANY OTHER DAMAGE OR LOSS ARISING OUT OF OR RESULTING FROM ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION (WHETHER SOLE, JOINT, CONCURRENT OR GROSS) OF ANY OFFICER, DIRECTOR, AGENT, EMPLOYEE, REPRESENTATIVE, INSURER OR SUBCONTRACTOR OF BLC, RELATED IN ANY WAY TO BLC'S OPERATION UNDER THIS SERVICE AGREEMENT.

Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person, whether or not described in this Service Agreement, or to impose an indemnity obligation in excess of a party's legal liability for any such act or omission, as same may be finally determined by settlement, agreement, arbitration, judicial or administrative proceeding.

The provisions of this Section 4 shall survive expiration or termination of this Service Agreement and shall not be construed to provide for any defense or indemnification of any Indemnitee for his, her or its own negligence, or to provide for any indemnification which would, as a result thereof, make the provisions of this Section 8 void, or to eliminate or reduce any other indemnification or right which BLC, or any Indemnitee, has by law.

9. **RELATIONSHIP** - BLC, and its officers, directors, employees, agents, representatives, subcontractors, subsidiaries and/or affiliates, shall not be or become agents, servants or employees of the Township or

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otherwise be under the direction, control or supervision of the Township by virtue of this Service Agreement or by reason of the administration or conduct by BLC, and no joint enterprise or partnership is intended by this Service Agreement. BLC personnel shall not be entitled to any rights or benefits afforded to Township employees.

10. **SURVIVAL OF WARRANTIES AND REPRESENTATIONS** - All warranties and representations of BLC made in this Service Agreement shall run to the Township and shall survive the expiration or termination of this Service Agreement. This provision shall not limit any other rights the Township may have at law or in equity.

11. **COMPLIANCE WITH LAWS** - BLC shall take all actions necessary to insure continuing compliance on its part with all laws, ordinances, orders, restrictive covenants, permits, licenses, consents, rules or requirements relating to this Service Agreement and its administration and the conduct of BLC operations, including, without limitation, all environmental, health and safety laws and requirements. BLC certifies that it is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Gov't. Code, nor is it engaged in business with Iran, Sudan, or foreign terrorist organization as identified by the Texas Comptroller's office under Sections 806.051, 807.051 or 2252.152 of the Texas Gov't. Code.

BLC affirms that it has submitted the necessary forms to comply with Texas Gov't Code Section 2252.908, Certificate of Interested Parties (Form 1295) and is included in the Agreement as Exhibit "C"; and Chapter 176, Texas Local Government Code, Conflict of Interest Questionnaire (Form CIQ), and is included in the Agreement as Exhibit "D".

12. **TERM AND TERMINATION** - This Service Agreement shall be effective as of the date fully executed below and shall be effective for a term of five years. The parties may elect to periodically renew such agreement for up to three (3) additional five (5) year terms. Either party shall provide written notice at least one hundred twenty (120) days prior to the expiration of the then-current term if it desires to proceed with renewal for the next term. In case of any breach or failure to observe or comply with any term, condition or limitation hereof by BLC, the Township may terminate this Service Agreement with 30 days

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prior written notice of its intention to terminate. Upon any such termination, the Township shall have no further rights or obligations under the terms of this Agreement. BLC shall have the right to terminate this Agreement at any time by providing to the Township 30 days prior written notice of its intention to terminate. Upon any such termination, BLC shall have no further rights or obligations under the terms of this Agreement.

13. **ASSIGNABILITY** - This Service Agreement shall not be sold, assigned, transferred, mortgage, hypothecated, encumbered or otherwise alienated, by operation of law or otherwise, by either party hereto without the written consent of the other party.

14. **SUCCESSORS AND BENEFICIARIES** - The provisions of this Service Agreement shall be binding upon and inure to the sole benefit of the parties hereto, and any permitted successors and assigns of the parties, and no other person or entities are intended to or shall be benefited by this Service Agreement.

15. **MODIFICATIONS** - There shall be no modification of this Service Agreement except in writing signed by the parties hereto.

16. **EXTENT OF AGREEMENT** - This Service Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, arrangements, representations or agreements, whether written or oral.

17. **GOVERNING LAW** - This Service Agreement will be governed by the laws of the State of Texas.

18. **SEVERABILITY** - If any provision of this Service Agreement shall be found to be invalid or unenforceable to any extent, the remainder of this Service Agreement shall not be affected thereby, and this Service Agreement shall be enforced to the greatest extent permitted by law.

19. **NON EXCLUSIVITY**- Nothing herein is intended nor shall be construed as creating any exclusive arrangement with BLC. This Agreement shall not restrict the Township from acquiring similar, equal or like goods and/or services from other entities or sources

20. **NOTICES** - All requests, proposals, notices and other communication hereunder shall be in writing unless otherwise specified herein and shall be sent or delivered by certified mail, return receipt requested, to the address set forth below (or such other address as may be hereafter specified in writing:

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To The Woodlands Township:
The Woodlands Township
2801 Technology Forest Blvd,
The Woodlands, TX 77381
Attn: Director of Parks and Recreation

To BLC:
Bayou Land Conservancy
8801 Gosling Road
Spring, TX 77381
Attn: Jill Boullion, Executive Director

IN WITNESS WHEREOF, the parties hereto have executed this Service Agreement as of the date and first year shown above.

THE WOODLANDS TOWNSHIP

By: Monique Sharp
Name: Monique Sharp
Title: President/Chief Executive Officer

Date: 10.23.2025

Approved As To Form

Name: Bret Strong
Title: Township Legal Counsel
Date: 10.23.2025

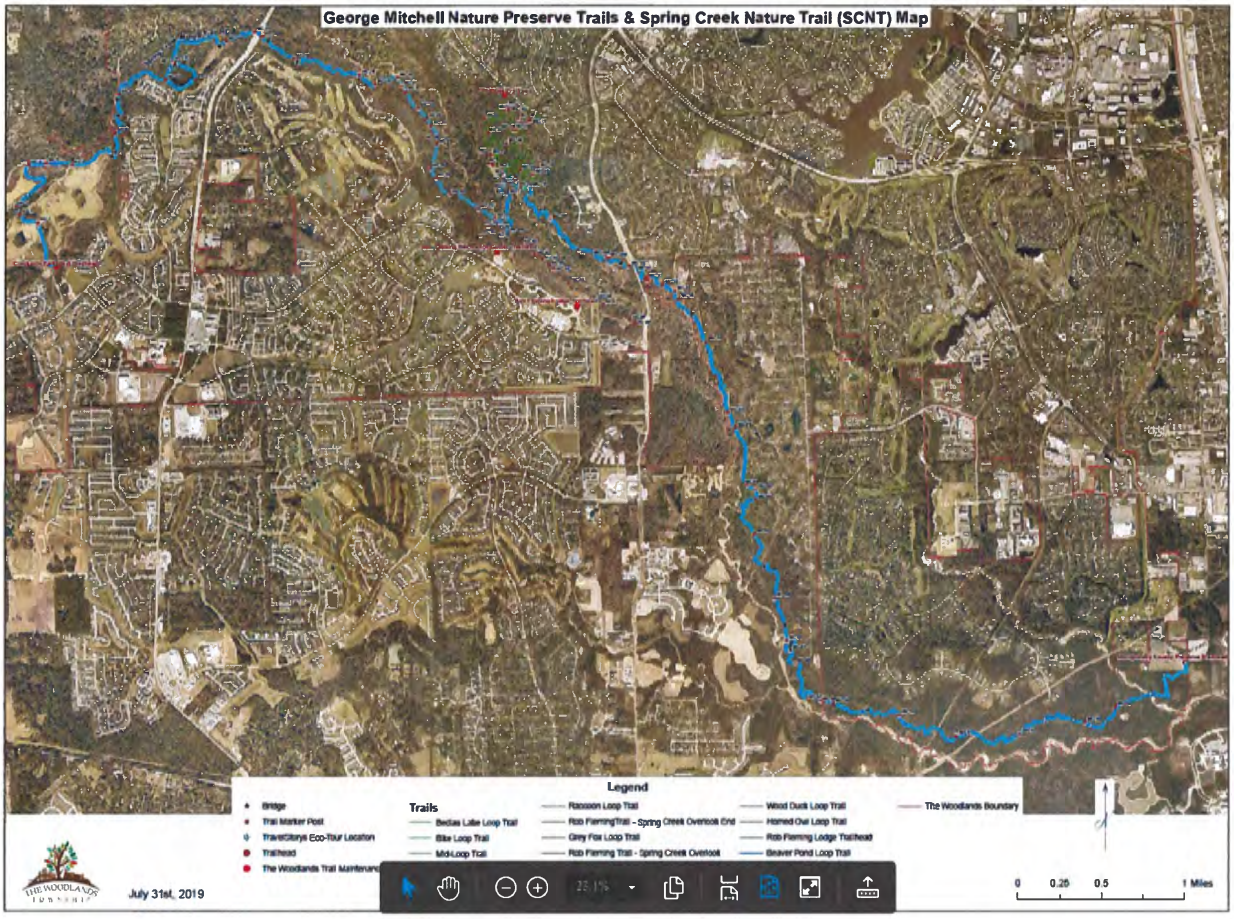
BAYOU LAND CONSERVANCY

By: DocuSigned by: Jill Boullion 31B55D0C7FA54E5...
Name: Jill Boullion
Title: Executive Director

Date: 10/29/2025

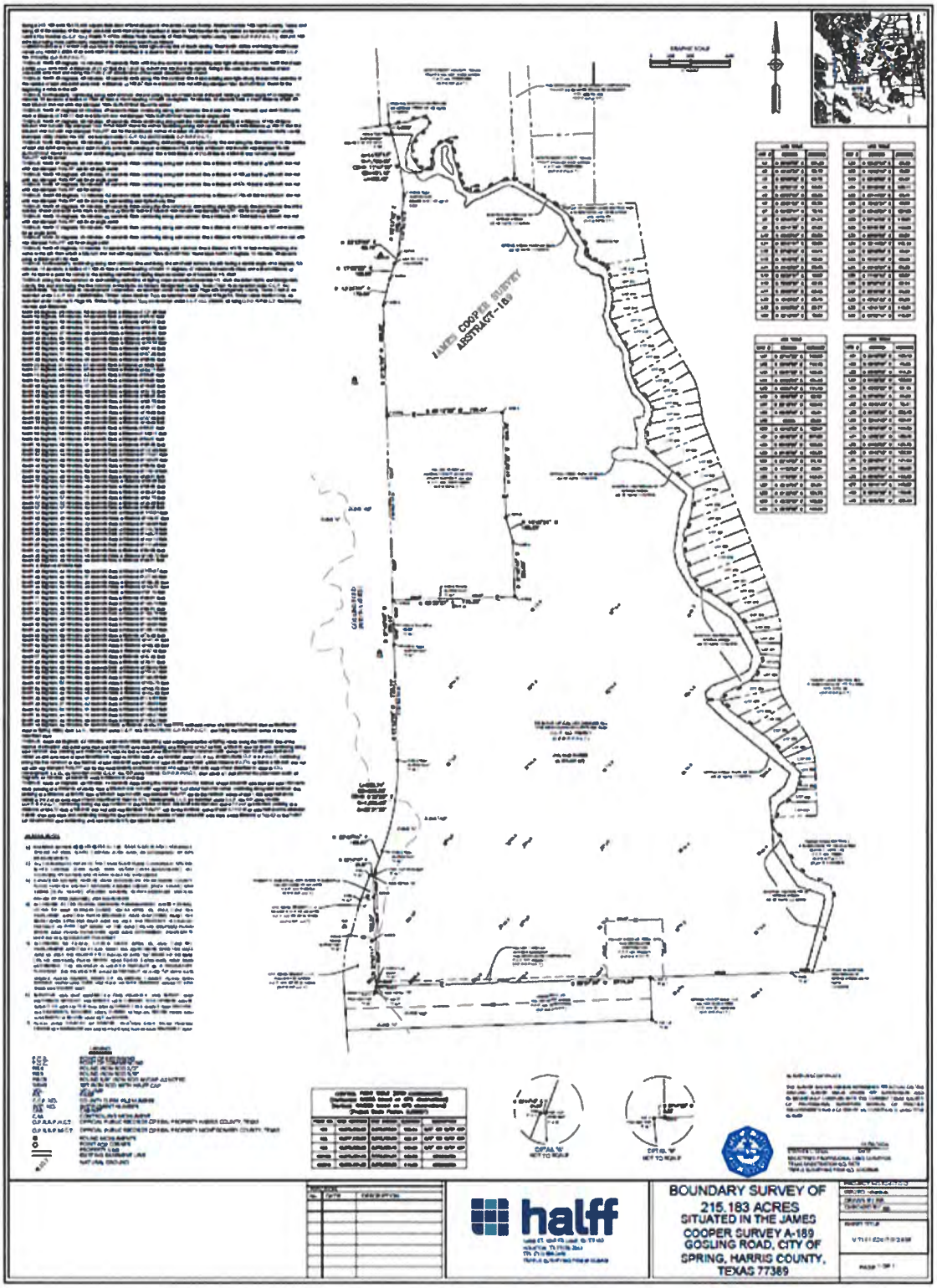
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Exhibit A – Map of Spring Creek Nature Trail (SCNT)



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Exhibit B- Map of South Gosling Tract



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Exhibit C

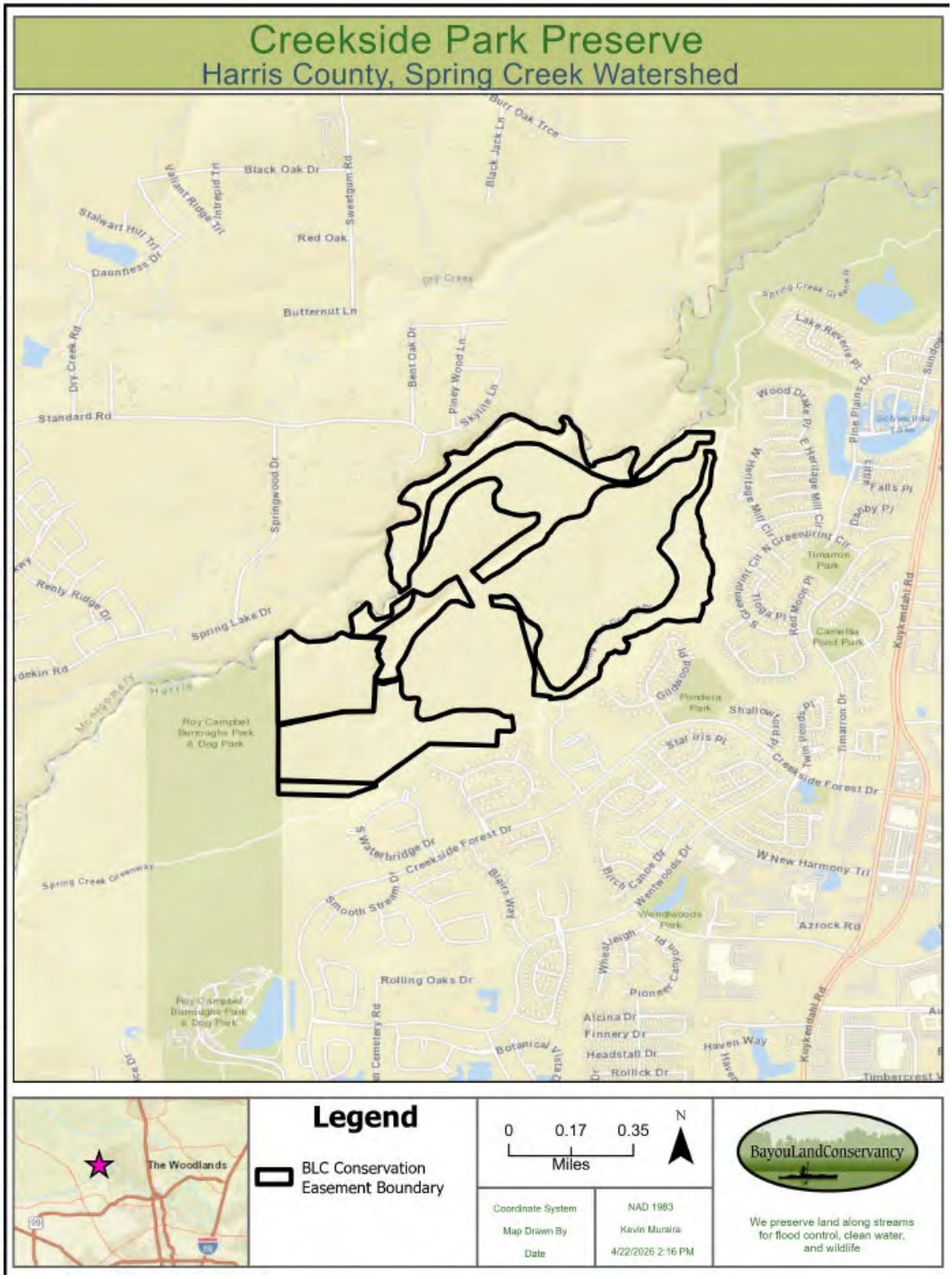
Certificate of Interested Parties (Form 1295)

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Exhibit D

Conflict of Interest Questionnaire (Form CIQ)

Attachment C - Conservation Easement Map/Easement Language



Creekside Park Preserve

Conservation Easement - Exhibits C and D

Transcribed from the recorded 2012 easement

EXHIBIT C

PROHIBITED USES AND PRACTICES

Creekside Park Preserve

The following uses and practices, though not necessarily an exhaustive recital of inconsistent uses and practices, are inconsistent with the purposes of the Conservation Easement and shall be prohibited upon or within the Creekside Park Preserve.

1. Conservation Values. The diminution of conservation values.
2. Subdivision and Development. To subdivide or otherwise divide in ownership.
3. Commercial and Industrial Use. To construct or establish any facility or structure for research and development, manufacture or distribution of any product, except the direct retail sale of any materials that are reasonably and exclusively associated with permitted educational uses.

   To construct billboards, other commercial advertising media, or telecommunications facilities (including antennae or relay stations and accessory towers, satellite dishes or utility of any type).

   To timber in any form.
4. Grazing and Feed Lots. To graze by cattle, horse, other livestock animals, or establish/maintain a commercial feed lot. A commercial feed lot shall be defined for purposes of this Conservation Easement as a confined area or facility within which the land is not grazed or cropped annually, and which is used to receive livestock that have been raised off the Creekside Park Preserve for feeding and fattening for market.
5. Dumping and Storage. To dump and store refuse (except as permitted in Exhibit D sections 7 and 8).
6. Surface Mining. To explore and extract surface minerals, including but not limited to sand, gravel and topsoil, by any surface mining method.
7. Hunting/Animals. To harvest any animal for commercial purposes, including, but not limited to, deer and bird hunting by any method, or the release of unleashed dogs. Harvest of certain animal species for non-commercial purposes may be permitted in Exhibit D, Section 12.
8. All-Terrain Vehicles. To use all-terrain, off-road vehicles, or any other form of motorized vehicles for recreational uses (except as permitted in Exhibit D section 9).
9. Recreational construction and usage. To build or bring any of the following onto the Preserve: barbeque pits, grill pits, picnic tables, restroom facilities, trash containers or receptacles of any kind (unless used temporarily for litter clean-up).
10. New Utility Conveyances. To convey new telephone, cable television, electric, gas, oil, chemical, water, sewer, or other utility line corridors over, under, in, upon or above the Creekside Park Preserve, shall not restrict the maintenance, replacement or repair of utility lines or pipelines within existing corridors that already contain such lines or pipelines if required by the terms of an existing easement.
11. Roads. To build new roads or other rights of way except for paths and foot trails consistent with the preservation of the Creekside Park Preserve.
12. Dredge and Fill Activities. To dredge, fill, or alter natural watercourses running on or across the Creekside Park Preserve, or to construct of ponds or dikes.
13. Water. Manipulation, alteration, or pollution of creeks, streams, surface or subsurface springs or other bodies of water or any activities on or uses of the Creekside Park Preserve detrimental to water purity or quality or that could alter the natural water level or flow in or over the Creekside Park Preserve except in conjunction with activities otherwise specifically authorized herein.

    To transfer, encumber, sell, lease, or separate any surface water, groundwater, surface water rights, or groundwater rights, including but not limited to rights to capture or produce groundwater, associated with this Creekside Park Preserve.
14. Topography. Ditching; draining; diking; filling; excavating; removal of topsoil, sand, gravel, rock, or other materials; or any change in the topography of the land in any manner except in conjunction with activities otherwise specifically authorized herein.
15. Invasive Species. To plant or deliberately introduce invasive or non-native plant or animal species anywhere on the Creekside Park Preserve, or invasive species as per current Texas Parks and Wildlife Department noxious plant listings.

EXHIBIT D

PERMITTED USES AND PRACTICES

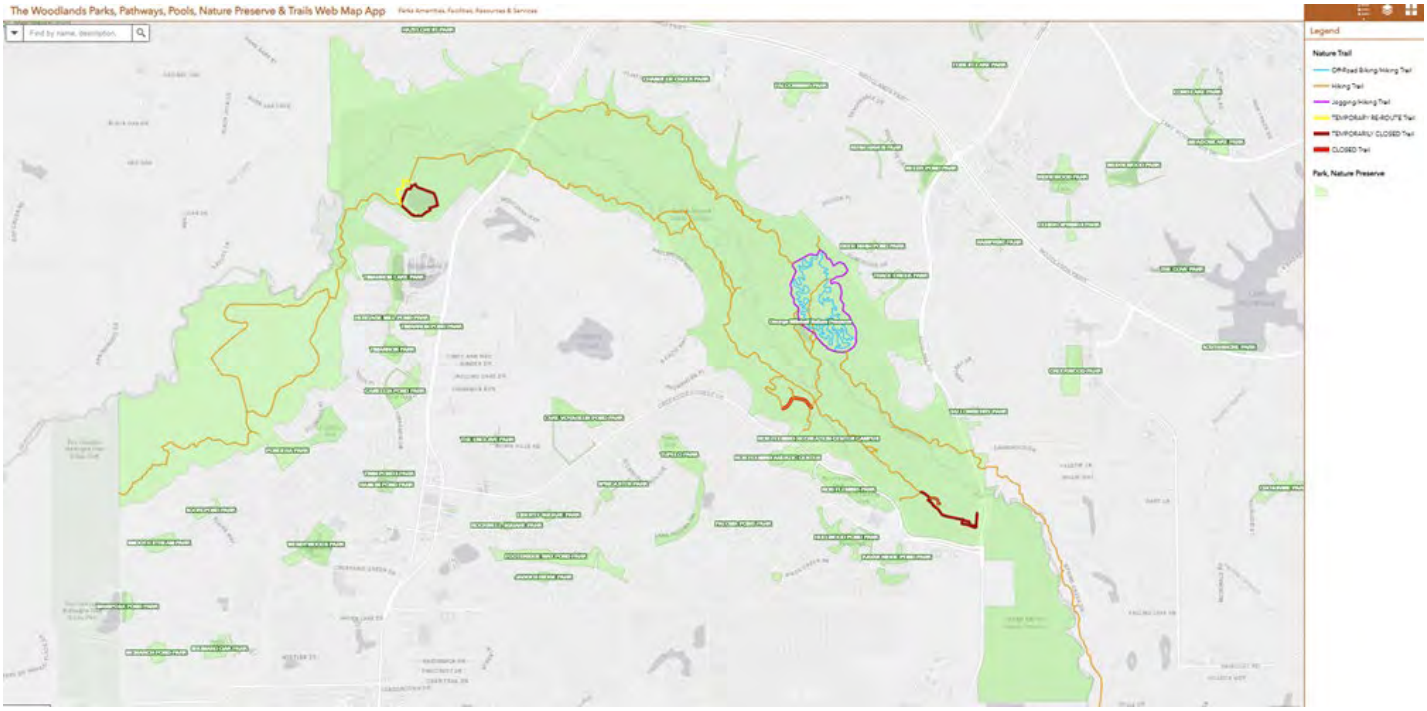
Creekside Park Preserve

The following uses and practices, though not necessarily an exhaustive recital of consistent uses and practices, are permitted under this Conservation Easement, and they are not to be precluded, prevented or limited by this Conservation Easement.

1. Consistent Use. To use or lease the Creekside Park Preserve consistent with the conservation purposes of this Conservation Easement is permitted.
2. Sale or Gift of the Creekside Park Preserve. To sell, exchange or gift the real property conveying the whole of the Creekside Park Preserve to another person or entity is permitted, except as restricted in paragraph 2 of Exhibit C.
3. Recreational and Educational Uses. To use the Creekside Park Preserve for recreational and educational purposes, including, but not limited to, hiking, fishing, bicycling, and nature observation including accessory structures or facilities such as low-impact trails, interpretive signage, wildlife observation, fishing pier, providing such use is conducted according to applicable government regulations.
4. Restoration and Enhancement. To restore and enhance the Creekside Park Preserve in accordance with the mitigation plans approved by the USACE for the following permit: SWG- SWG-2007-00866 - The Woodlands Land Development Company.
5. Repair. To maintain, improve, replace, relocate and repair fences on the Creekside Park Preserve.
6. Construction. Construction for boardwalks, wildlife observation platforms, interpretive displays, commemorative signage, entrance signage and fishing piers may be approved with written consent by Grantee. Low-impact, permeable surface trail construction shall be approved and overseen by Grantee.
7. Agrichemicals. To use agrichemicals, including, but not limited to, fertilizers, soil amendments and pesticides as approved by the United States and the State of Texas as necessary to accomplish permitted restoration and enhancement practices and according to applicable government regulations.
8. Compost and Refuse. To compost bio-degradable materials resulting from the permitted recreational uses or the restoration or enhancement practices on the Creekside Park Preserve.
9. Storage of Materials. To store fencing materials, posts, equipment and other property necessary to conduct recreational uses or restoration and enhancement practices on the Creekside Park Preserve. To use and temporarily store organic matter, compost and woody debris.
10. All-Terrain Vehicles. To use off-road or all-terrain vehicles (ATV) for management purposes, for restoration or enhancement practices, and law enforcement and emergency use, provided such use does not adversely affect the conservation values with visible ruts of the Creekside Park Preserve or result in shoreline erosion along any portion within the Creekside Park Preserve (as delineated or otherwise described in Exhibit B).
11. Unauthorized Persons. To prohibit entry on the Creekside Park Preserve of unauthorized persons.
12. Oil and Gas Exploration and Extraction. Subject to the surface mining prohibition in Paragraph 6 of Exhibit C and the need to provide notice to Grantee as required, to explore and extract oil, gas and other subsurface minerals, provided that these activities are conducted so as to have a limited, localized impact not irremediably destructive of the Conservation Values of the Creekside Park Preserve. If Grantor has actual knowledge of the intent of third-party mineral interest holders to conduct subsurface mining on the Creekside Park Preserve, Grantor shall provide notice of those proposed activities to Grantee, or if Grantor acquires actual knowledge after the required notice date, then as soon thereafter as feasibly possible.
13. Nuisance Species Control. Grantor shall have the right to control, destroy, or trap or otherwise harvest nuisance and problem animals that pose a material threat to the conservation values and purposes outlined in Exhibit B. All harvest will be subject to and in accordance with applicable state and federal laws and requirements.

Attachment D - Map of Current Trail System

Link



Attachment E - Selected Source References

- The Woodlands Township Parks & Recreation, George Mitchell Nature Preserve page https://www.thewoodlandsparks.com/Parks/George-Mitchell-Nature-Preserve
- The Woodlands Township / Parks & Recreation, Forest Management and 2025 Integrated Forest Management Plan https://www.thewoodlandsparks.com/Discover-More/Forest-Management
- The Woodlands Township Environmental Services, Wildlife page
- https://www.thewoodlandstownship-tx.gov/Departments/Environmental-Services/Wildlife
- Visit The Woodlands, George Mitchell Nature Preserve page
- https://www.visitthewoodlands.com/things-to-do/outdoors-and-recreation/george-mitchell-nature-preserve/
- Bayou Land Conservancy, Spring Creek Nature Trail page and bird-walk information page
- https://www.bayoulandconservancy.org/spring-creek-nature-trail

THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 08/20/2026

SUBJECT MATTER:

Receive, consider and act upon a proposed 2026 Capital Projects budget amendment for high priority system-wide pathway improvements;

FISCAL IMPACT:

Staff is requesting that $534,595 from the below open but completed Parks Capital Project accounts be reallocated to bolster existing Pathway Improvements Capital Funds in order to address system-wide raised curbs and broken pathway segments:

- CP220036, Major Park Renovation = $18,413.68
- CP230081, Bicycle Lane = $82,353.69
- CP240061, Sports Court Resurfacing = $49,050.00
- CP240081, Pathway Connector = $176,012.00
- CP250001, Staff Trucks = $62,612.65
- CP250037, Bear Branch Sports Fields Parking Expansion = $146,153.00

BACKGROUND:

The Woodlands Township maintains more than 200 miles of pathways throughout the community. The pathway system is consistently one of the Township's most heavily used amenities. Timely repairs are necessary to reduce trip hazards, maintain accessibility and preserve the long-term condition of the system. Raised edges, displaced panels and broken pathway sections develop over time from tree-root encroachment, drainage conditions, soil movement, excessive rainfall and older or non-standard construction. Depending on the condition and height of the displacement, repairs may include grinding, saw-cutting and re-pouring a raised edge, or removing and replacing a complete concrete panel.

The proposed work is consistent with the Township's ongoing pathway replacement program and the findings of the 2022 Parks and Recreation Needs Assessment. In that assessment, 98% of residents indicated that quality parks, recreation and open-space facilities and amenities are extremely or very important to quality of life, and 94% reported using parks and trails on a regular basis. Staff has identified $534,595 in unspent fund balances related to six Parks Capital Project accounts as listed in the Fiscal Impact above and are requesting that these funds be reallocated to address priority pathway repairs. The proposed budget amendment would close the six referenced projects and consolidate the remaining funds into a new Pathway Maintenance/Improvement Project account for the FY2026 Budget. This action will allow staff to proceed with identified repairs throughout the Villages and Town Center.

The work will be prioritized based on inspection findings, accessibility needs, resident reports, pathway use and the potential for continued deterioration. Reallocating existing capital funds provides an opportunity to address maintenance needs without requesting additional capital funding in future cycles.

RECOMMENDATION:

Approve a 2026 Capital Projects budget amendment to reallocate $534,595 from completed Parks Capital Projects to be used for deferred or emerging system-wide pathway improvements.

THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 08/20/2026

SUBJECT MATTER:

Receive, consider and act upon an Interlocal Agreement with San Jacinto River Authority for restoration and replacement of Township landscaping and infrastructure impacted by San Jacinto River Authority construction activities (C-2026-0464);

FISCAL IMPACT:

No direct fiscal impact is anticipated.

BACKGROUND:

SJRA periodically undertakes construction and utility-related projects within The Woodlands that may impact landscaping, trees, irrigation, monument signage, pathways, parks, reserves and other Township-maintained improvements located within public rights-of-way or Township-owned property. SJRA has provided a draft Interlocal Agreement (ILA) modeled on the concept of the 2015 GRP Restoration Project agreement between SJRA and the Township. The prior agreement established a framework for restoring vegetation removed in connection with SJRA construction projects. Staff has reviewed the concept and identified revisions necessary to make the agreement applicable to current and future SJRA construction activities affecting Township-maintained assets. The purpose of the proposed ILA is to establish a clear, consistent process for coordination between SJRA and the Township before, during and after SJRA construction projects that impact Township landscaping or infrastructure. The ILA includes a list of currently known SJRA projects and alignments anticipated during the 10-year term of the agreement.

Key ILA Terms include:

- SJRA is financially responsible for eligible costs associated with removal, protection, repair, replacement, relocation and restoration of Township landscaping and infrastructure impacted by SJRA construction activities.
- The agreement applies to public rights-of-way, Township-owned reserves, parks and other areas maintained or owned by the Township. It does not extend to private property, including commercial tracts or residential lots.
- SJRA and its general contractor will coordinate with Township-approved landscape contractors or other appropriate Township-approved contractors for affected landscaping, monument signage, pathways, irrigation and related improvements.
- The Township's role is standards review, field inspection and final project punch-list verification. The Township does not assume financial responsibility for SJRA project impacts.
- The Agreement includes advance notice requirements so the Township can coordinate community notification, resident education, park/pathway impacts and related capital project planning.

RECOMMENDATION:

Approve the Interlocal Agreement with San Jacinto River Authority related to the restoration and replacement of Township landscaping and infrastructure impacted by San Jacinto River Authority construction activities and authorize the President/Chief Executive Officer to execute the Interlocal Agreement and any other necessary agreements as approved to final form by Township Legal Counsel.

Attachments

Attachment A - Interlocal Agreement with San Jacinto River Authority (C-2026-0464)

INTERLOCAL AGREEMENT
BETWEEN THE SAN JACINTO RIVER AUTHORITY
AND THE WOODLANDS TOWNSHIP
(Woodlands Division Landscape and Signage Replacement)

C-2026-0464

This **INTERLOCAL AGREEMENT** ("Agreement") is made and entered into as of August 20, 2026, (the "Effective Date"), by and between the **SAN JACINTO RIVER AUTHORITY** (referred to herein as "SJRA" or the "Authority"), a conservation and reclamation district, body politic and corporate and a governmental agency of the State of Texas created and operating under the provisions of Chapter 426, Acts of the 45th Texas Legislature, Regular Session, 1937, as now or hereafter amended (the "Act"), enacted pursuant to the provisions of Section 59 of Article XVI of the Texas Constitution, and **THE WOODLANDS TOWNSHIP** ("the Township"), a political subdivision of the State of Texas, duly created and operating pursuant to Chapter 289, Acts of the 73rd Texas Legislature, Regular Session, 1993, as amended. Hereinafter, the Authority or the Township may be referred to as a "Party" and the Authority and the Township may be referred to collectively as the "Parties".

WHEREAS, the implementation of the Authority's Woodlands Division ("Woodlands") Major Repair and Rehabilitation Projects ("Projects") require substantial construction work within the boundaries of the Township; and

WHEREAS, such Woodlands construction work necessitated the select removal of trees, shrubs, decorative plantings, other vegetation, pathways, monuments, signage and other improvements ("Features") within or adjacent to the Township parks and recreation facilities and rights-of-way of certain major roadways, collector streets and other roadways where the Township provides streetscape maintenance services, where the Woodlands has Projects; and

WHEREAS, the Parties have identified on "**Exhibit A**" hereto the Projects where Features may be impacted and requires replacement within the boundary of the Township; and

WHEREAS, the Authority, in consultation with the Township and the Authority's contractor and subcontractor and other appropriate persons or entities will collectively determine the best location withing the boundary of the Township to install replacement Features to the Township's standard; and

WHEREAS, the Authority will include, in each Projects that impacts Features, bid items and budget to replace those Features that are impacted by the Project; and

WHEREAS, the Authority acknowledges that replacement of Features that are damaged or removed is at the Authority's sole responsibility and expense and will work with the Township where to place the Features that are removed or damaged; and

WHEREAS, the Parties have determined that cooperation will be beneficial to their respective ratepayers and/or taxpayers, and will provide a public benefit, through the efficiencies and potential savings to be realized and the quality of the services to be provided by the Parties; and

WHEREAS, the Parties, pursuant to the authority found in Chapter 791, Texas Government Code, as amended, have determined to enter into this Agreement setting forth the terms under which they will operate.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements herein contained, and the goods and services to be provided and rendered hereunder, the Authority and the Township do mutually agree as follows:

ARTICLE I

Landscape and Signage Replacement Project ("Features")

Section 1.01: **Authority Approvals.** The Authority proposes to identify those certain Features that will be impacted by the proposed Projects. These Features will be incorporated into the SJRA contract documents for replacement by SJRA's contractor. SJRA's contractor will subcontract with one of the Township's landscape contractor(s) to perform the replacement Features. The Authority will work with the Township on identifying the appropriate location to place the Features that are being replaced. See **Exhibit "A"** for areas where this Interlocal Agreement applies. In the event that any Feature is proposed to be repaired, replaced, reconstructed or materially modified, the Authority shall submit to the Township replacement plans, specifications and such other information as the Township may reasonably request prior to commencing such work. The Township shall have the authority, in their sole discretion, to review and approve or disapprove of the proposed replacement plans for the purpose of determining if the plans are compliant with all applicable covenants and standards. The Authority shall not commence, or instruct SJRA's contractor to commence, any such repair, replacement, reconstruction or material modification of a Feature until the Township has provided their written approval, which approval shall not be unreasonably withheld, conditioned or delayed. The Authority's maximum out of pocket expense for the Features related to this Agreement shall not to exceed two (2) percent of the total construction bid amount of each project unless otherwise approved by the Authority.

Section 1.02: Regulatory Approvals. As between the Parties, the Authority and SJRA's contractor shall be responsible for securing any required regulatory approvals or permits for the Projects or Features from Montgomery County, Texas, or any other regulatory agency with jurisdiction required by applicable law.

Section 1.03: Implementation of Landscape and Signage Replacement Project. (a) As soon as reasonably practicable, SJRA and SJRA's contractor will coordinate with the Township to determine the areas where replacement Features are to be located. The replacement Features

shall be identified in the contract documents as to quantity and type. SJRA will be the sole Party financially responsible for the replacement items.

(b) The scope of the Projects shall be per the bid items identified in the contract documents. All work shall be performed in compliance with this Agreement and the contract documents, and in accordance with all applicable laws, ordinances, regulations and approved plans and specifications.

(c) The Authority shall take all appropriate actions to ensure that the Projects are completed in a good and workmanlike manner, using the degree of care, skill and due diligence ordinarily exercised by qualified contractors performing similar work.

(d) The Authority shall provide the Township with written notice of the substantial completion, any inspection related to developing a punch list, final completion of the Projects not later than thirty (30) calendar days thereafter.

Section 1.04: Payment of Costs. The Authority is wholly financially responsible for contracting and causing the installation of the Projects.

ARTICLE II

Miscellaneous Provisions

Section 2.01: Term. Once fully executed, this Agreement shall be effective as of the Effective Date and shall continue in full force and effect until December 31, 2032. This Interlocal Agreement can be extended in 5-year increments should the Parties agree to the extension.

Section 2.02: *Force Majeure*. (a) In the event either Party is rendered unable, wholly or in part, by *force majeure*, to carry out any of its obligations under this Agreement, it is agreed that on such Party's giving written notice and full particulars of such *force majeure* to the other Party as soon as practicable after occurrence of the cause relied upon, then the obligations of the Party giving such notice, to the extent they are affected by *force majeure* and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

(b) The term "*force majeure*", as used herein, shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of government and people, governmental, regulatory, judicial, or administrative restraint or order, explosions, breakage or damage to machinery or equipment, sudden insufficiency, failure, interruptions, or shortage of necessary materials and supplies, and any other inabilities of either Party, whether similar to those

enumerated or otherwise, and not within the control of the Party claiming such inability, and which by the exercise of due diligence and care such Party could not have avoided. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and the above requirements that any *force majeure* be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the Party having the difficulty.

Section 2.03: Indemnification. ONLY TO THE EXTENT ALLOWED BY LAW, AUTHORITY SHALL INDEMNIFY AND HOLD THE TOWNSHIP HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION, WHETHER FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING OUT OF OR RELATED TO ANY ACTION OR FAILURE TO ACT BY AUTHORITY, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS WITH RESPECT TO THE PROJECTS. AUTHORITY FURTHER AGREES TO PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE FOR PERSONAL INJURIES AND PROPERTY DAMAGE WITH LIMITS OF LIABILITY OF NOT LESS THAN ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) COVERING THIS INDEMNITY OBLIGATION AND TO FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING THE TOWNSHIP AS AN ADDITIONAL INSURED.

Section 2.04: Notice. (a) Until the Township is otherwise notified in writing by the Authority, the address of Authority is and shall remain as follows:

Mr. Aubrey A. Spear, P.E., General Manager
San Jacinto River Authority
1577 Dam Site Road
Conroe, Texas 77304
E-mail: legalnotices@sjra.net

Until the Authority is otherwise notified in writing by the Township, the address of the Township is and shall remain as follows:

Monique Sharp
President/Chief Executive Officer
The Woodlands Township
2801 Technology Forest Blvd.
The Woodlands, Texas 77381

With a copy to:

The Strong Firm P.C.
Attn: Bret Strong
24 Waterway Avenue, Suite 250
The Woodlands, Texas 77382
E-mail: bstrong@thestrongfirm.com

(b) All written notices required or permitted to be given under this Agreement from one Party to the other shall be given (i) by e-mail to the other Party at the email address set forth above, with a hard copy of same mailed within forty-eight (48) hours by certified mail (return receipt requested), with proper postage affixed thereto and addressed to the other Party at the address set forth above, or at such other address as the other Party may designate by written notice, or (ii) by the mailing of same by certified mail (return receipt requested), with proper postage affixed thereto and addressed to the other Party at the address set forth above or at such other address as the other Party may designate by written notice. Notice by email shall be effective upon actual receipt. Notice by certified mail shall be effective when actually received, as reflected on the corresponding return receipt.

Section 2.05: Interpretation; Titles, Headings, and Exhibits. (a) This Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

(b) Unless the context requires otherwise, words of the masculine gender shall be construed to include corrective words of the feminine and neuter genders and *vice versa*, and words of the singular number shall be construed to include corrective words of the plural number and *vice versa*. The word "include", and any of its derivatives, shall be interpreted as language of example and not of limitation, and shall be deemed to be followed by the words "without limitation", unless otherwise expressly provided herein.

(c) The titles, heading and captions appearing in the articles of this Agreement and following each numbered section of this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement, or any provision hereof, or in connection with the duties, obligations or liabilities of the respective Parties hereto or in ascertaining intent, if any questions of intent should arise. The exhibits attached hereto are incorporated as part of this Agreement for all purposes.

Section 2.06: Agreement Read; Authorship. The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement. The Parties agree that this Agreement shall not be construed in favor of or against a Party on the basis that such Party did or did not author this Agreement.

Section 2.07: Merger. It is understood that this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with or among any officer, agent or employee of a Party, either before or after the execution of this Agreement, shall affect or modify any terms or obligations hereunder.

Section 2.08: Amendments. The terms and conditions of the Agreement may be modified at any time by the mutual consent of all of the Parties. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all the Parties.

Section 2.09: Parties in Interest. This Agreement shall be for the sole and exclusive benefit of Parties and shall not be construed to confer any rights upon any other persons. This Agreement and the rights and obligations contained herein may not be assigned by a Party without the prior written approval of all of the other Parties.

Section 2.10: Choice of Law; Venue. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue shall be in a court of competent jurisdiction located in Montgomery County, Texas.

Section 2.11: Attorneys' Fees and Costs. In any litigation arising out of or pertaining to this Agreement, the prevailing Party shall be entitled to an award of its attorneys' fees, whether incurred before, after or during trial, or upon any appellate level.

Section 2.12: Severability; Reformation. If any portion of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to replace the respective provisions of this Agreement with legal terms and conditions approximating the original intent of the Parties.

Section 2.13: No Waiver. (a) Nothing in this Agreement will be construed as a waiver or relinquishment by any Party of its right to claim such exemptions, privileges and immunities as may be provided by law, nor as an assent to assume additional liabilities, nor as a consent to suit, with respect to third parties.

(b) Failure of a Party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any

part hereof, or the right of such Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the Party claimed to have waived such term. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

Section 2.14: Recitals; Representations. (a) The recitals to this Agreement are hereby found and declared by the Parties to be true and correct and are incorporated as part of this Agreement for all purposes.

(b) Each Party represents to the other Party that it is political subdivision under the laws of Texas and is authorized as such to enter into this Agreement pursuant to the Interlocal Cooperation Act.

(c) Each Party represents to the other Party that it is independently authorized to perform the functions or services contemplated by this Agreement for purposes of the Interlocal Cooperation Act.

(d) Each Party represents to the other Party that it has sufficient funds available from current revenues to perform the functions or services contemplated by this Agreement.

Section 2.15: Authorizations. (a) The Board of Directors of the Authority has duly authorized the execution of this Agreement by the General Manager of the Authority, and any approvals or consents required under this Agreement may be given by the General Manager or the GRP Administrator unless otherwise expressly provided herein.

(b) The Board of Directors of the Township has duly authorized the execution of this Agreement by the President/General Manager of the Township, and any approvals or consents required under this Agreement may be given by the President/General Manager of the Township unless otherwise expressly provided herein.

Section 2.16: Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

Executed to be effective this _____day of _____, 2026.

SAN JACINTO RIVER AUTHORITY

_____
Aubrey A. Spear, P.E.
General Manager

Approved As to Form:

By: _____
Name: Amy Sims
Title: General Counsel

Approved As to Content:

By: _____
Name: Ed Shackelford, PE
Title: Director of Operations

Executed this _____ day of _____, 2026.

THE WOODLANDS TOWNSHIP

_____

Monique Sharp
President/Chief Executive Officer

Exhibit “A”

List of Proposed Major Repair and Rehabilitation Projects

Projects and Project limits that may be pursued by SJRA over the next 5 to 10 years:

- Elevated Storage Tank No. 6: located at the southeast corner of Research Forest Dr and Egypt Ln
- Grogans Mill Rd: between Woodlands Parkway and Research Forest Dr.
- Six Pines Dr: between Timberloch Dr and N. Millbend Dr.
- Lake Woodlands Dr.: between Lake Front Circle and Pinecroft Dr.
- Woodlands Parkway: between FM 2978 and Carlton Woods Dr
- Lift Station No. 1 Gravity Main Bypass: between Lake Front Cir. And Grogans Mill Rd
- Lift Station No. 21 Force Main Renewal: on Grogans Mill Rd between Sawmill Rd and Grogans Park Dr
- Lift Station No. 24
- Lift Station No. 5 Force Main Replacement: located between Panther Creek and WWTP No 1
- Southshore Gravity Main Rehabilitation: This is in a lot of backyard/side yard easements, crosses Woodlands Parkway, traverses The Golf Trails at The Woodlands golf course (we are working with the property owners about their landscaping and replacing what exists)
- Hughes Landing and East Shore Gravity Main Rehabilitation: working in easements and public street rights-of-ways
- North Bear Branch Gravity Main Rehabilitation: working in easements with the Bear Branch drainage areas

Exhibit “B”

The Woodlands Township Requirements for Landscaping in Public Rights-of-Way and Landscape Reserves

1. General Restoration Obligation

a. SJRA shall protect, remove, repair, replace and restore all the Township hardscape, landscape, irrigation, drainage, signage, site furnishings and related community improvements disturbed, damaged, removed or otherwise impacted by SJRA work.
b. Restoration shall be performed in a manner that maintains the visual character, function, safety and continuity of the Township property and community improvements.
c. Partial restoration, temporary patching or substitution of materials shall not be considered final restoration unless specifically approved in writing by the Township.

2. Pre-Construction Coordination and Documentation

a. Before beginning any work within the Township property, SJRA shall coordinate with the Township and provide a work plan identifying the limits of disturbance, access routes, staging areas, proposed construction methods, anticipated impacts, schedule and restoration approach.
b. SJRA shall document existing conditions through photographs and, when requested by the Township, a written inventory of hardscape, landscape, irrigation, drainage, signage, site furnishings, lighting foundations and other community improvements that may be affected.
c. No tree, shrub, planting bed, hardscape feature, pathway, trail, sidewalk, monument, sign, irrigation component or other Township improvement shall be removed unless such removal is necessary for the work and has been coordinated with the Township in advance, except in emergency conditions requiring immediate action to protect public health, safety, or property.

3. Landscape Restoration Standards

a. If a plant or tree is removed, damaged or dies as a result of SJRA work, complete removal, disposal and replacement with a native variety is required to maintain the Township Forest requirements.
b. Trees shall be replaced on a one-for-one caliper-inch basis: one (1) caliper inch of removed tree shall be replaced with one (1) caliper inch of new tree, or trees. Replacement trees shall be a minimum of two (2) inches in caliper size.
c. Shrubs shall be replaced with a native variety and shall be a minimum of fifteen (15) gallon size.
d. Replacement species (Exhibit A and B), locations, layout (Exhibit C) and quantities shall be subject to the Township review and approval prior to installation. Native species shall be used unless the Township approves an alternate species in writing.
e. Landscape restoration shall include all necessary soil preparation, grading, mulch, staking or guying, erosion control, turf or groundcover repair, irrigation repair or adjustment and clean-up necessary to return the area to a complete and maintainable condition.

4. Tree Protection, Removal, and Replacement

a. SJRA shall preserve existing trees to the maximum extent practicable and shall use tree protection measures during construction, including fencing or other protective barriers around the critical root zone when requested by the Township.
b. Construction materials, equipment, vehicles, spoil, chemicals or debris shall not be stored within the critical root zone of trees unless specifically approved by the Township.
c. Any necessary pruning shall be performed using accepted arboricultural practices. Topping, excessive pruning or root cutting that compromises tree health is prohibited unless specifically approved by the Township.
d. Trees that decline or die due to construction-related impacts during the warranty period shall be removed and replaced in accordance with the caliper-inch replacement standard stated in this Attachment.

5. Hardscape Restoration Standards

a. Hardscape includes, but is not limited to, sidewalks, pathways, trails, pavers, curbs, gutters, pavement, retaining walls, seat walls, plazas, decorative concrete, stone, brick, railings, bollards, drainage structures, signs, foundations, site furnishings, lighting bases and other constructed community improvements. See Exhibit D for standards related to various improvements (not all inclusive)
b. SJRA shall restore hardscape to equal or better conditions, including matching existing material, thickness, grade, compaction, color, finish, pattern, jointing, slope and overall appearance to the greatest extent practicable.
c. Concrete, paver, stone, brick, asphalt or similar surfaces shall be repaired to the nearest joint, score line, panel edge or logical transition point, unless otherwise approved by the Township.
d. All restored hardscapes shall maintain proper drainage, pedestrian access, pathway continuity, ADA accessibility and safe travel conditions. Finished surfaces shall be free of trip hazards, ponding, settlement, cracking, loose materials or abrupt grade changes.
e. Temporary repairs may be used only to maintain safety and access during construction and shall be replaced with permanent restoration as soon as practicable and prior to final acceptance.

6. Irrigation, Drainage, Utilities, and Ancillary Improvements

a. SJRA shall protect all existing irrigation, drainage, utility sleeves, conduits, controllers, valve boxes, backflow devices, drain inlets, outfalls and related infrastructure within or serving Township property.
b. Damaged irrigation or drainage systems shall be repaired, tested and restored to full operating condition. Irrigation heads, valves, piping, wiring, controllers, sleeves and appurtenances shall be adjusted as necessary to support restored landscape areas.
c. Any damage to signage, lighting bases, site furnishings, fencing, walls, monuments, pathway amenities or other Township improvements shall be repaired or replaced with matching materials unless otherwise approved by the Township.

7. Construction Practices and Site Controls

a. SJRA shall minimize the limits of disturbance and shall protect adjacent landscape, hardscape, open space, facilities and public access areas during the work.
b. SJRA shall provide safe temporary conditions, including barricades, signage, fencing, pedestrian detours, erosion control and traffic or pathway control measures as appropriate for the work area.
c. SJRA shall keep affected areas reasonably clean and shall remove construction debris, spoil, excess materials and temporary controls when no longer needed. No debris or construction material shall be abandoned on the Township property.

8. Inspection, Acceptance, and Completion

a. The Township may inspect the work during construction and upon completion. SJRA shall correct deficiencies identified by the Township before final acceptance.
b. Final restoration shall not be considered complete until all affected hardscape, landscape, irrigation, drainage, signage, site furnishings and related improvements have been restored, tested where applicable, cleaned, and accepted by the Township.
c. SJRA shall provide close-out documentation reasonably requested by the Township, which may include final photographs, planting lists, irrigation testing confirmation, as-built information, warranties and contact information for warranty-related issues.

9. Warranty and Replacement Period

a. SJRA shall warrant restored hardscape, irrigation, drainage and related improvements for a period of one (1) year from the Township acceptance, unless a longer warranty is required by the Agreement or applicable law.
b. SJRA shall warrant replacement trees, shrubs, turf and other landscape materials for a period of one (1) year from the Township acceptance or through one (1) complete growing season, whichever is longer.
c. Dead, dying, defective, diseased, settling, unsafe or non-conforming restoration identified during the warranty period shall be corrected by SJRA at its sole cost and expense within a reasonable time after notice from the Township.

10. Failure to Restore

a. If SJRA fails to complete required restoration or warranty corrections after reasonable notice from the Township, the Township may complete or cause completion of the work and seek reimbursement from SJRA for all reasonable costs incurred.
b. In emergency conditions or conditions presenting a public safety hazard, the Township may take immediate action to protect public health, safety, property or access, and SJRA shall remain responsible for restoration and reimbursement obligations associated with the affected work.

EXHIBIT A – APPROVED SPECIES FOR FOREST PRESERVE/REFORESTATION

Category	Scientific Name	Common Name	Size
Canopy	*Magnolia grandiflora*	Southern Magnolia	See Forest Preserve/Reforestation Requirements for appropriate size and spacing
Canopy	*Pinus elliottii*	Slash Pine	See Forest Preserve/Reforestation Requirements for appropriate size and spacing
Canopy	*Pinus taeda*	Loblolly Pine	See Forest Preserve/Reforestation Requirements for appropriate size and spacing
Canopy	*Quercus shumardii*	Shumard Oak	See Forest Preserve/Reforestation Requirements for appropriate size and spacing
Canopy	*Quercus nigra*	Water Oak	See Forest Preserve/Reforestation Requirements for appropriate size and spacing
Canopy	*Quercus nuttallii*	Nuttall Oak	See Forest Preserve/Reforestation Requirements for appropriate size and spacing
Canopy	*Taxodium distichum*	Bald Cypress	See Forest Preserve/Reforestation Requirements for appropriate size and spacing
Canopy	*Ulmus alata*	Winged Elm	See Forest Preserve/Reforestation Requirements for appropriate size and spacing
Mid-growth/Understory	*Myrica cerifera*	Southern Wax myrtle	15 gal.
Mid-growth/Understory	*Crataegus marshallii*	Parsley Hawthorne	15 gal.
Mid-growth/Understory	*Ilex opaca*	American Holly	15 gal.
Mid-growth/Understory	*Ilex decidua*	Possumhaw	15 gal.
Mid-growth/Understory	*Ilex vomitoria*	Yaupon	15 gal.
Mid-growth/Understory	*Myrica pusilla*	Dwarf Southern Wax myrtle	15 gal.

EXHIBIT B- APPROVED SPECIES FOR FORMAL PLANTINGS

Category	Scientific Name	Common Name	Size
Canopy	*Pinus elliottii*	Slash Pine	65 gal.
Canopy	*Pinus taeda*	Loblolly Pine	65 gal.
Canopy	*Quercus virginiana*	Live Oak	65 gal.
Canopy	*Quercus shumardii*	Shumard Oak	65 gal.
Canopy	*Quercus nigra*	Water Oak	65 gal.
Canopy	*Quercus nuttallii*	Nuttall Oak	65 gal.
Canopy	*Taxodium distichum*	Bald Cypress	65 gal.
Canopy	*Ulmus parvifolia 'Drake'*	Drake Elm	65 gal.
Canopy	*Magnolia grandiflora*	Southern Magnolia	30 gal.
Mid-Growth/Understory	*Cercis spp.*	Redbud (Eastern, TX & OK)	30 gal.
Mid-Growth/Understory	*Lagerstroemia indica*	Crape myrtle	30 gal.
Mid-Growth/Understory	*Myrica cerifera*	Southern Wax myrtle	15 gal.
Mid-Growth/Understory	*Crataegus marshallii*	Parsley Hawthorne	15 gal.
Mid-Growth/Understory	*Ilex opaca*	American Holly	15 gal.
Mid-Growth/Understory	*Ilex decidua*	Possumhaw	15 gal.
Mid-Growth/Understory	*Azalea spp.*	Azaleas	5 gal.
Mid-Growth/Understory	*Ilex vomitoria*	Yaupon	5 gal.
Mid-Growth/Understory	*Myrica pusilla*	Dwarf Southern Wax myrtle	5 gal.
Mid-Growth/Understory	*Raphiolepis indica*	Indian Hawthorne	5 gal.
Groundcover	*Dietes 'Bicolor'*	Bicolor Iris	3 gal.
Groundcover	*Muhlenbergia capillaries 'Gulf Coast'*	Gulf Coast Muhly	1 gal.
Groundcover	*Muhlenbergia lindheimer*	Lindheimer's Muhly	1 gal.
Groundcover	*Pennisetum alopecuroides 'Cassian'*	Pennisetum Cassian	1 gal.
Groundcover	*Lonicera japonica*	Honeysuckle	1 gal.
Groundcover	*Hemerocallis spp.*	Daylily	1 gal.
Groundcover	*Pennisetum alopecuroides 'Hameln'*	Dwarf Fountain Grass	1 gal.
Groundcover	*Miscanthus 'Adagio'*	Dwarf Maiden Grass 'Adagio'	1 gal.
Groundcover	*Lantana sp.*	Lantana	4" pot
Groundcover	*Liriope muscari 'Big Blue'*	Big Blue Liriope	6" pot
Groundcover	*Trachelospermum asiaticum*	Asian Jasmine	6" pot

EXHIBIT C – REFORETATION REPLANTING LAYOUT

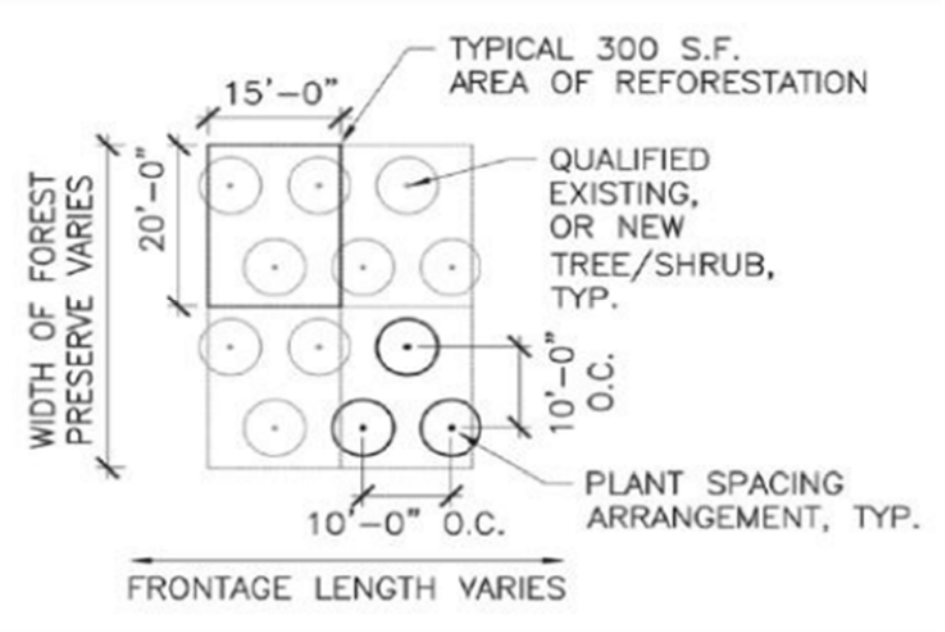


EXHIBIT D- STANARDS REALTED TO VARIOUS IMPROVEMENTS

THE WOODLANDS TOWNSHIP

COMMERCIAL PROPERTY DRIVEWAY AND PATHWAY INTERSECTION COMPLIANCE PACKAGE FOR PATHWAYS NOT LOCATED IN THE PUBLIC RIGHT OF WAY

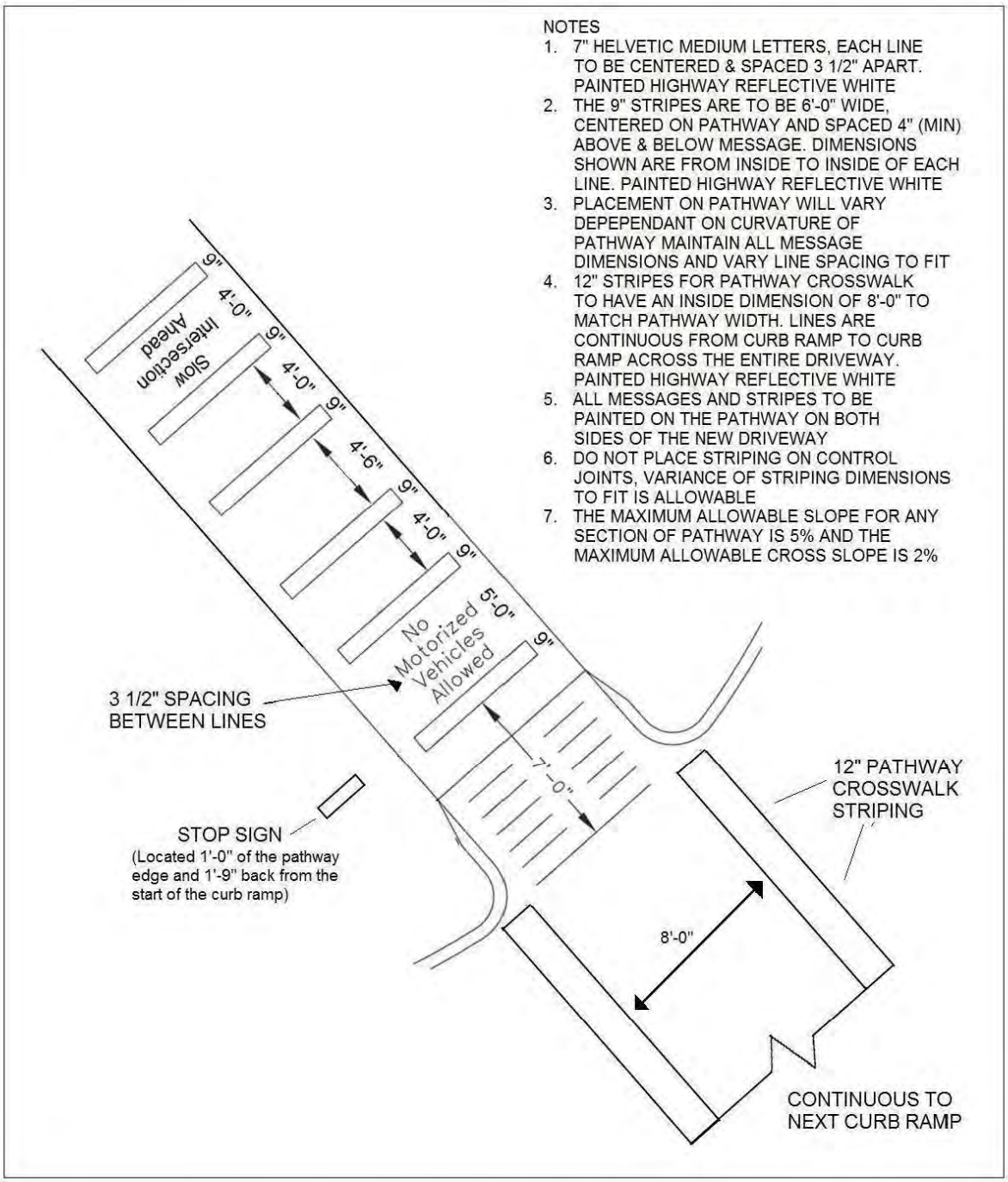
To Whom It May Concern,

The attached sketches and specifications are for the construction of pathway intersections between an existing pathway owned by The Woodlands Township and a new driveway providing access to a commercial property. All commercial property owners who wish to install a new driveway across an existing pathway owned by The Woodlands Township are required to comply with the standards listed within this package. Additionally, any costs associated with the implementation of these standards are the responsibility of the commercial property owner(s). The following items are included in this package:

Sketch 1:	Pathway Stenciling and Stop Sign Location
Sketch 2:	Curb Cut and Ramp
Sketch 3:	Stop Sign Detail Montgomery County
Sketch 4:	Typical Stop Sign Harris County
Sketch 5:	Typical Pathway Detail
Sketch 6:	Stop Sign Images
Sketch 7:	Ramp and Curb Cut Example Images
Specifications:	The Standard Pathway Specifications Package

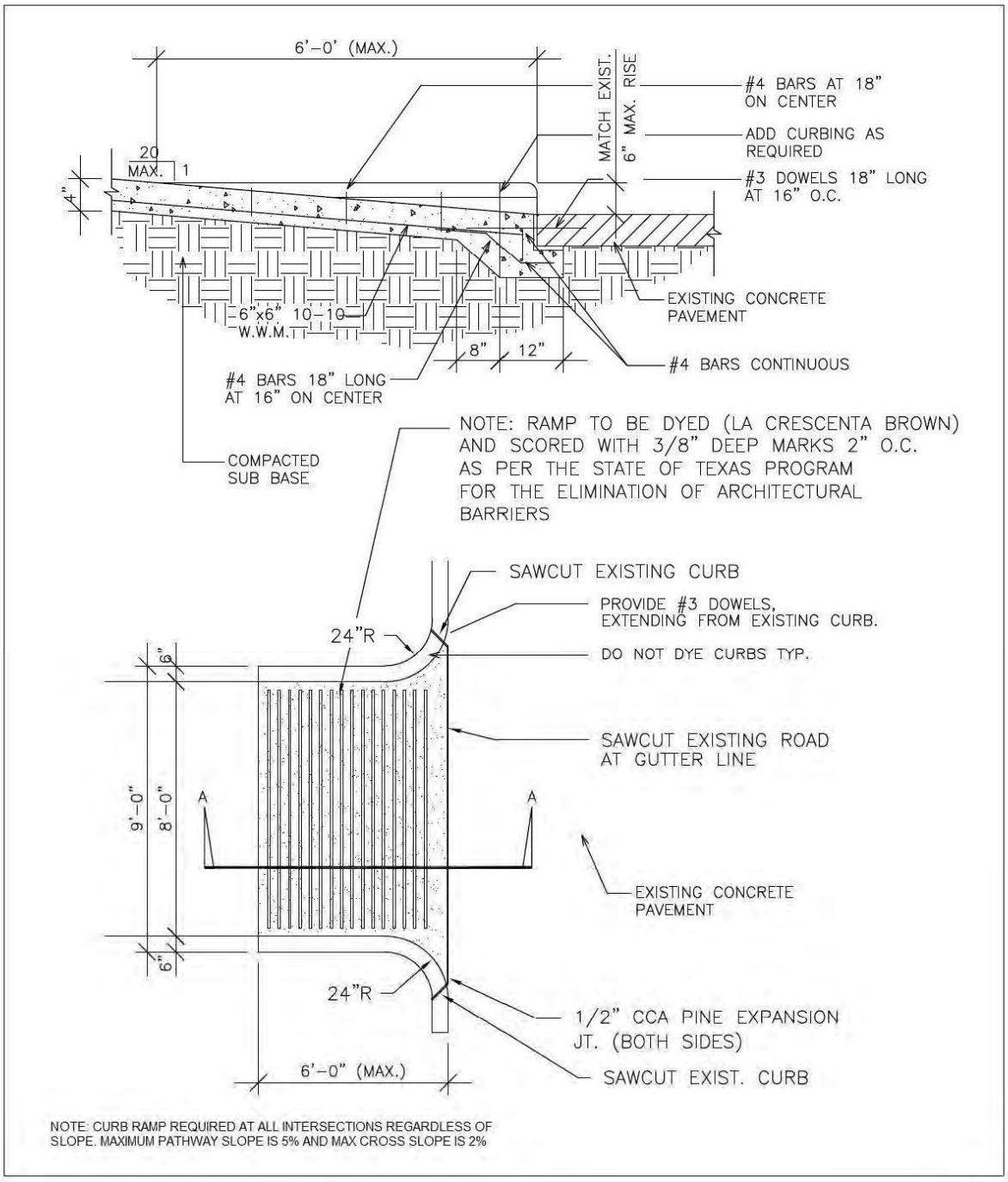
The standards included with this package address the most common type of intersection that occurs between a commercial property driveway and pathway owned by The Woodlands Township. This common type of intersection is one that falls outside of the public right of way. For these types of intersections the curb ramp standard required by The Woodlands Township shown by Sketch 2 is defined by TAS Memo TM 08-01 and further detailed in TAS 4.7. The public right of way is defined by TAS as: "The land or property provided for public roadways, including the roadway itself and the areas between the roadway and adjacent properties." Should the pathway and driveway intersection fall within the public right of way the property must remain in compliance with the county curb ramp standard. However, all other pathway details and standards will still be required.

THE WOODLANDS TOWNSHIP
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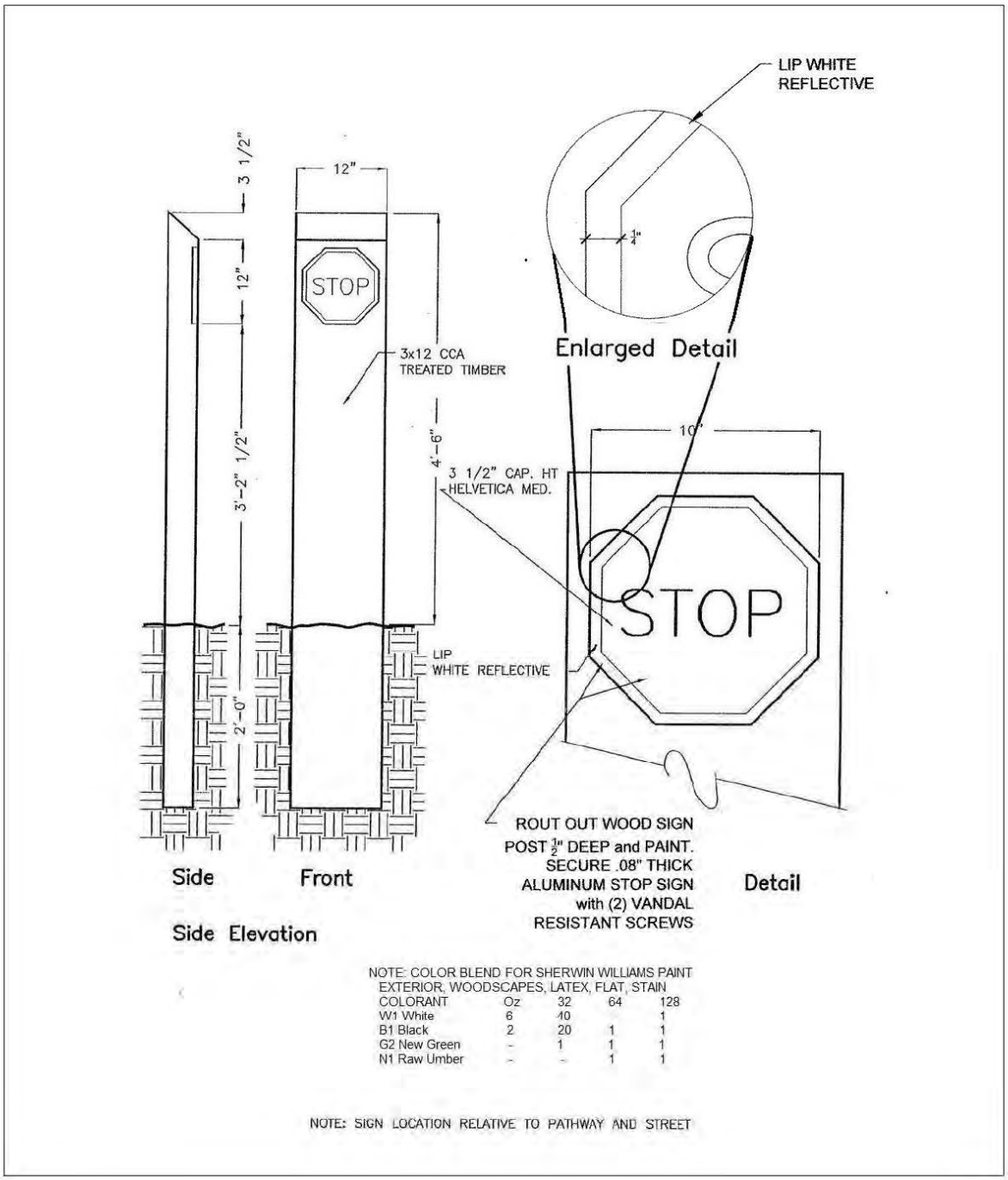
1 PATHWAY STENCILING AND STOP SIGN LOCATION - NTS

COMMERCIAL PROPERTY DRIVEWAY AND TOWNSHIP OWNED PATHWAY INTERSECTION COMPLIANCE PACKAGE FOR PATHWAYS NOT LOCATED IN THE RIGHT OF WAY



2 CURB CUT AND RAMP - NTS

COMMERCIAL PROPERTY DRIVEWAY AND TOWNSHIP OWNED PATHWAY INTERSECTION COMPLIANCE PACKAGE FOR PATHWAYS NOT LOCATED IN THE RIGHT OF WAY



NOTE: COLOR BLEND FOR SHERWIN WILLIAMS PAINT
EXTERIOR, WOODSCAPES, LATEX, FLAT, STAIN

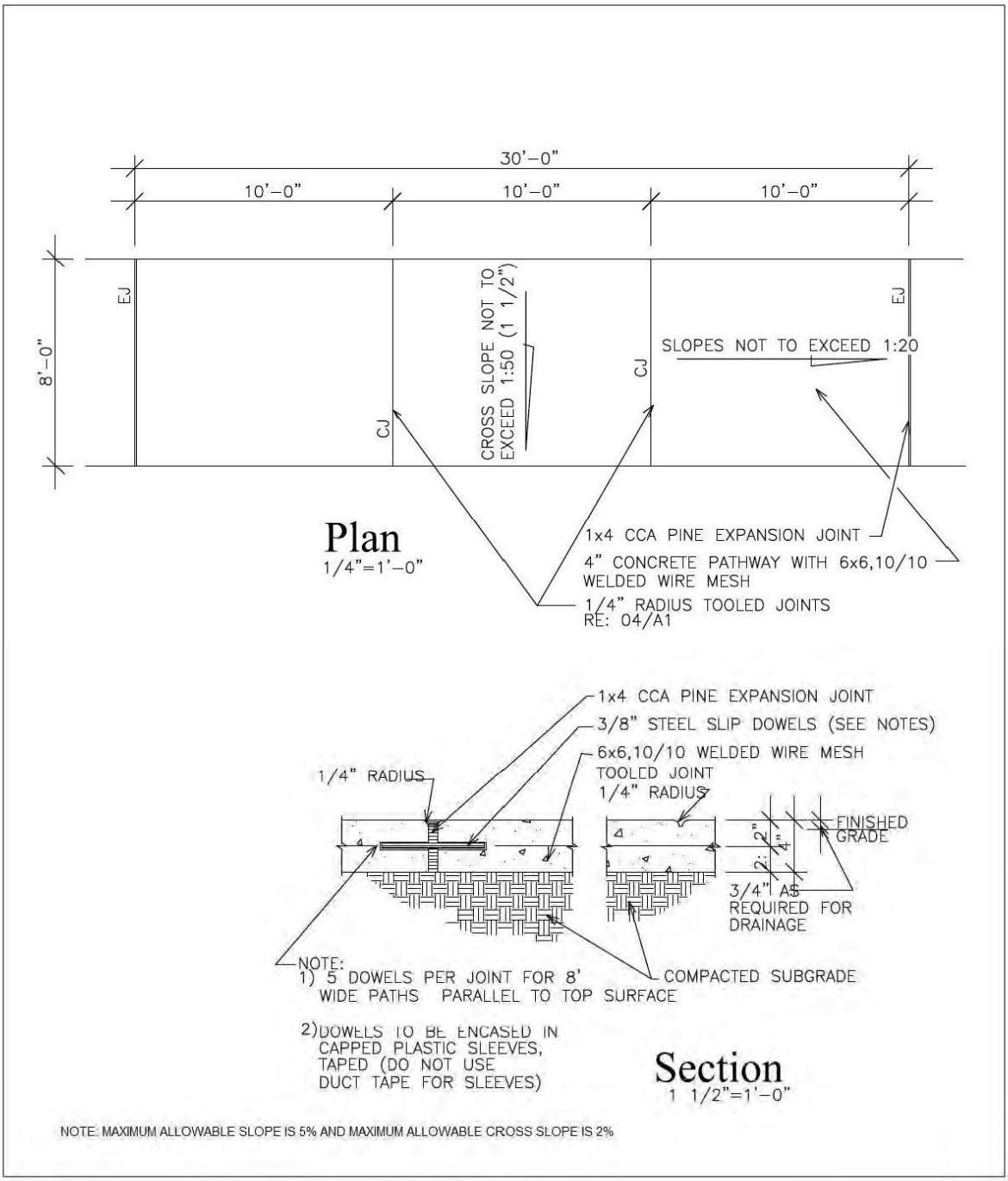
COLORANT	Oz	32	64	128
W1 White	6	10		1
B1 Black	2	20	1	1
G2 New Green	-	1	1	1
N1 Raw Umber	-	-	1	1

NOTE: SIGN LOCATION RELATIVE TO PATHWAY AND STREET

3

STOP SIGN DETAIL MONTGOMERY COUNTY - NTS

COMMERCIAL PROPERTY DRIVEWAY AND TOWNSHIP OWNED PATHWAY INTERSECTION COMPLIANCE PACKAGE FOR PATHWAYS NOT LOCATED IN THE RIGHT OF WAY



5 TYPICAL PATHWAY DETAIL - NTS

COMMERCIAL PROPERTY DRIVEWAY AND TOWNSHIP OWNED PATHWAY INTERSECTION COMPLIANCE PACKAGE FOR PATHWAYS NOT LOCATED IN THE RIGHT OF WAY



TYPICAL STOP SIGN
.08" THICK ALUMINUN
WHITE BLANK WITH STOP SIGN RED OVERLAY
AFFIX WITH VANDAL RESISTANT SCREWS
SIGN IS 9 1/2" WIDE BY
9 1/2" TALL (OCTAGON)



TYPICAL STOP SIGN
MONTGOMERY COUNTY



TYPICAL STOP SIGN
HARRIS COUNTY





VANDAL RESISTANT SCREW VARIATIONS - REQUIRED

6 STOP SIGN IMAGES

COMMERCIAL PROPERTY DRIVEWAY AND TOWNSHIP OWNED PATHWAY INTERSECTION COMPLIANCE PACKAGE FOR PATHWAYS NOT LOCATED IN THE RIGHT OF WAY



RESEARCH FOREST AND TECHNOLOGY FOREST



VILLA SPORTS



STERLING RIDGE VILLAGE CENTER



COCHRAN'S CROSSING VILLAGE CENTER
(ALLOWABLE VARIANCE FOR PAVERS)



PANTHER CREEK VILLAGE CENTER
(ALLOWABLE VARIANCE FOR PAVERS)

7

RAMP AND CURB CUT EXAMPLE IMAGES

COMMERCIAL PROPERTY DRIVEWAY AND TOWNSHIP OWNED PATHWAY INTERSECTION COMPLIANCE PACKAGE FOR PATHWAYS NOT LOCATED IN THE RIGHT OF WAY

PATHWAY SPECIFICATIONS

COMMERCIAL PROPERTY AND PATHWAY INTERSECTION COMPLIANCE PARKAGE FOR PATHWAYS NOT LOCATED IN THE PUBLIC RIGHT OF WAY

DIVISION 1:	GENERAL REQUIREMENTS
DIVISION 2:	SITE WORK
DIVISION 3:	CAST-IN-PLACE CONCRETE
DIVISION 9:	PAINTING

Scope

The Contractor shall provide all labor, tools, equipment, materials, and incidentals to complete the following work as per these Specifications and Drawings:

General Operating Procedure
Owner's Requirements

Related Work Specified Elsewhere:

All Divisions

The Contractor shall verify all field conditions, finish elevations and criteria with the Owner. No allowance will be made for extras which could have been determined or anticipated by inspection.

GENERAL OPERATING PROCEDURE

A. The Contractor shall first stake and flag the centerline of proposed pathways with wooden survey stakes and survey ribbon. The Owner will work with the Contractor in locating the centerline. The staked and flagged centerline shall then be inspected by the Owner prior to any clearing and grubbing.

B. Upon Owner's approval of the pathway's field layout, the Contractor shall commence clearing and grubbing operations, (See: Division 2-Sitework). Contractor shall maintain constant supervision and exercise extreme care to insure that the limits of clearing and construction are kept within an average 12'0" wide boundary.

C. The Contractor, after preliminary clearing and grubbing, shall immediately clean-up all cut branches, trees, discarded vegetation and refuse. All discarded vegetation and refuse shall be picked up and hauled off site; no burying or burning is permitted on site.

D. After initial clearing and clean-up, the pathway route shall be inspected and walked with the Owner to assist in establishing culvert locations and drainage of the pathway and related areas. It shall be the Contractor's responsibility to exercise good judgment and common sense in the sloping of pavement and the final placement and construction of concrete pathways, culverts, bridges and similar construction in this contract.

E. After inspection and approval of the clearing and clean-up, the Contractor shall commence setting form work and construction of bridges, culverts, etc. Upon the completion of this construction, and prior to the pouring of any concrete, the Contractor shall request an inspection. This inspection shall allow Owner to verify depth of walks (4" minimum), adequate sub-grade preparation, drainage requirements, and placement of reinforcing.

F. Upon inspection and approval of form work, foundations, and framing of pathway items, the Contractor shall commence pouring of concrete, finishing, decking of bridges, etc. (For concrete standards and placement see: Division 3 - concrete). Finishing of concrete walks shall comply with all requirements and specifics listed in these specifications and plans, but will generally consist of striking-off and consolidating, then smoothing of the concrete surface by screening and floating. All edges shall then be worked with edging tools to a one-half inch radius; this shall include expansion and scored joints as well as the outside edges of the walk and where concrete abuts to streets, wooden bridges and other related items. After floating, and when surface water disappears, broom finish the surface then re-work edges with an edging tool, if required.

G. After completion of all pouring, finishing and general construction, strip and remove all form work, correct all concrete surface defects, including rubbing and grouting of headwalls, cleaning of concrete spillage on surfaces, patching, stoning, etc., and refinishing of vandalism damage. Install barricades. Clean off concrete latence from wooden expansion joints and trim down joints if too high. Insure that proper drainage is established and that the areas affected by construction are backfilled, fine graded and dressed. Insure that all areas of pushed-out top soil, vegetation and any "windows" are removed and/or dressed down properly; take extreme care not to bury, strip or denude surrounding stands of existing vegetation. Trim back branches and vegetation overhanging the pathway (up to 10'- 0" high overhead and to within 2'- 0" of pathway sides,) and paint and/or dress damaged trees with approved material.

H. After completion of concrete work, have all striping and stenciling called for done and install the required signs, prior to the final inspection called for in "J" below.

I. Completely clean up all areas. Sweep and/or clean off new pathways and remove all construction related debris. Sweep and clean pathways again for inspection by the Owner.

J. An inspection of the work will be done by the Owner and a punch list developed. All final measurements for payment will be done at this time.

K. The Contractor shall request a final inspection and walk-thru at the completion of all punch-out items.

Owner's Requirements

The following is a brief but non-inclusive listing of the Owner's primary concerns related to pathway construction in The Woodlands. The Contractor shall take note of these particular items and keep them in consideration during the course of the work.

F. Culverts

1. It shall be the Contractor's responsibility to plan ahead for culvert locations and elevations.

2. Culverts shall be arranged so that approaches (pathway) are sloped no greater than 1:20.

3. Flow lines within the culverts shall be sloped in the direction of flow and be lower than the "design elevation" or natural condition by a minimum of 3 inches.

4. Culvert flow-lines which are placed too high will be rejected and it will be the Contractor's responsibility to correct and/or replace these culverts to the satisfaction of the Owner at no additional cost.

5. The Contractor shall apply to the M.U.D. (367-1271) for the setting of all culverts within street R.O.W.'s. If in doubt as to whether application should be made, make the application. The MUD will supply and set these culverts, then bill the Contractor for this work. The Contractor shall make arrangements to pay these invoices prior to submitting draws for payment to the Owner.

SITE WORK

Scope

The Contractor shall provide all labor, tools, equipment, materials, and incidentals to install the following as per these Specifications and the Drawings.

Clearing and Grubbing
Protection of trees, shrubs, etc.
Excavation, Backfill, and De-mucking
Rough (or General) and Fine Grading
Field Layout of Walkways and related items

Related Work Specified Elsewhere:

Division 3: Concrete
Division 6: Carpentry

The Contractor shall verify all field conditions, finished elevations, and slopes with the Owner. No allowance will be made for extras which could have been determined or anticipated by inspection of the site.

Clearing & Grubbing

A. Mark areas designated for clearing and grubbing operations, indicating those plant materials to be saved. Request Owner to inspect site, and do no clearing and grubbing work until receiving approval of marked areas.

B. Remove all grass, shrubs, under story, overhanging branches, trees and other vegetation within areas to be filled or paved, to a maximum of 2'- 0" perimeter, or as directed by Owner, and to a minimum depth of 4 inches.

C. Completely remove stumps, roots, and other debris protruding through ground surface at cleared areas. Haul all debris off-site within 24 hours.

D. Remove trees designated to be destroyed; take extreme care to fell trees so that no surrounding areas are damaged. Saw tree down, then bulldoze to remove stump and roots. Dispose of debris off-site within 24 hours.

E. Burning of combustible cleared and grubbed material is not permitted on site.

Protection of Trees, Shrubs & Existing Facilities

A. It is the objective of the Owner to conserve the trees to the maximum extent. It shall be the Contractor's responsibility to plan his equipment, and operations in such a way as to provide maximum protection for the trees; and to fit within the available space provided for such operations.

B. Provide protection for roots over 12" diameter cut during construction operations. Coat cut faces with an acceptable coating, formulated for use on damaged plant tissues. Repair or replace trees and/or vegetation indicated to remain which are damaged by construction operations, in a manner acceptable to the Owner.

Subgrade Preparation

A. The subgrade shall be uniform in composition and compaction of material. All organic material shall be removed. If the subgrade is uniformly compacted and smooth, a granular sub-base is not required. Unsuitable material encountered below subgrade elevation in cuts shall be replaced with suitable material as directed by Owner.

Backfill

A. The Contractor shall backfill below all structures or section of Pathway that require backfilling. Existing earth may be used if satisfactory compaction can be obtained. If special fill material is required then it shall be a loose, sandy loam.

B. Backfill material shall be sandy soil free from organic material, clay, lumps or debris. Any objectionable material which may be encountered will be rejected. Excavated material unsuitable for incorporation into construction shall be disposed of off-site at Contractor's expense.

C. The Contractor shall backfill in lifts not to exceed 12" compacting with machine tamp to 95% compaction. Watering lifts to allow settling of soil is permitted. Backfill shall be brought to design grade as shown on plans. Any depressions caused by improper backfill shall be the Contractor's responsibility for 12 months after completion and damages caused by improper compaction shall be Contractor's responsibility to repair.

De-Mucking

A. De-mucking of especially marshy, unstable or unsuitable ground areas will be required when proper compaction cannot be obtained by other means. In such cases, the Contractor will be required to excavate all unsuitable earth and muck down to firm, stable soil strata and either: haul-off the unsuitable soil material and backfill with new suitable material (as specified under "Backfill", Division 2), or, using a disc harrow or similar equipment, till-in required amounts of fly ash or flue dust in backfill layers not to exceed 12" at a time which can be machine tamped or rolled to 95% compaction.

Finish Grading:

A. Upon completion of all earthwork, structural and miscellaneous construction, and all other work occurring prior to grassing, fine grade the entire area to eliminate any washes, ruts, depressions and mounds; leave surface smooth and free of clods.

B. Dispose of surplus topsoil and excess materials from grading as directed by Owner, either on-site or off-site. Restore site to original condition or better and establish drainage. Provisions should be made for natural cross drainage where necessary.

Drainage Around Walks

A. The finish grade of walks shall not restrict the flow of the natural drainage system present in the area around the walks. Specifically, the cross section of the walk shall be graded so that drainage flow at the high side will flow into and across the walk so that no ponding will occur on or near the walk. All natural swales or valleys shall be maintained by creating box culverts, or with pedestrian bridges at these locations along the walk.

SPECIAL NOTE:

All concrete walks shall be laid out and constructed in such a manner as to provide positive drainage away from, and/or around the finished walks. No finished concrete walks will be approved which either permit ponding of water on the walks' surface or impede the natural drainage of water around them. Related earthwork on either side of all concrete walkways will be required to whatever limits or distances are necessary to achieve these drainage requirements.

CAST-IN-PLACE CONCRETE - GENERAL

Scope

The Contractor shall provide all labor, tools, equipment, materials and incidentals to install the following as per these Specifications and the Drawings:

Concrete Walks
Concrete Footings & Foundations
Miscellaneous Concrete Work

Related Work Specified Elsewhere:

Division 2:	Site Clearing
	Earthwork
Division 6:	Carpentry

CONCRETE FORM WORK

Compliance with Standards

A. Work shall conform to these Project Specifications, and to applicable provisions of ACI Standard 347 titled "Recommended Practice for Concrete Form work," Chapter 4 of ACI Standard 301 titled "Specifications for Structural Concrete for Buildings," and ACI Standard 318-71 "Building Code Requirements for Reinforced Concrete". In cases of conflicts, Project Specifications take precedence over Standards, and the most stringent Standard precedence over other Standards.

Wood Form work

A. Contractor shall assume full responsibility for design and construction of wood form work as to safety, strength, tolerance allowances, maintenance of design characteristics and other form work essentials. Conform with Reference Standards for items of Work that are not specifically mentioned herein.

B. Plywood for form work: B-B Plyform, Class 1, Ext.-DFPA, or SYPA.

C. Form Lumber: F4S, No. 2 grade or better, with no loose knots or other unacceptable defects.

D. Provide metal ties of type that, when forms are removed, ties will break off 1 inch inside concrete surface. Wire ties are not permitted. Use wood coned ties for concrete ties for concrete that will be exposed in finished Work.

E. Use plywood forms for concrete surfaces that will be exposed in finished work. Surfaced shiplap, or T&G form lumber, or plywood forms may be used when concrete surfaced will not be exposed in finished work. All exposed corners or edges on columns, beams, retaining walls, or as directed by Owner, shall be chamfered.

F. Except for work requiring other types of forms, provide wood forms for all work. When conditions of excavations are satisfactory, Owner may agree to omission of forms for foundation grade beams and spread footings and allow concrete to be poured against earth trenches or embankments. Contract amount shall be modified to reflect savings accrued through omission of such form work.

G. Make joints leak proof and arrange vertically or horizontally to conform to design pattern. Place forms in successive units for continuous surfaces. Fit to accurate alignment to assume smooth completed surfaces free from irregularities. Remove nails in lumber once used for forms. Clean surfaces before reuse. Make forms removable without hammering or prying against concrete. Contractor is responsible for correcting all irregularities through rubbing, pressure grouting, patching, etc. to the approval of the Owner. This includes but is not limited to all form marks, lift marks, pockets, pinholes, honeycombs and hydration marks.

H. Wood forms shall be oiled, lacquered or thoroughly wetted immediately prior to placing concrete therein. Remove oil from reinforcing.

Form Removal

Remove wood forms in careful manner to prevent injury to concrete. Do not remove any forms without first receiving approval and, in any event, not before expiration of minimum time as prescribed by ACI Standard 301, or as approved by Owner.

CAST-IN-PLACE CONCRETE

A. All work shall conform to these Project Specifications and to applicable requirements of ACI Standard 301 titled "Specifications for Structural Concrete for Building." Requirements for ACI Standard 301 shall be considered a minimum acceptable, other references Standards to contrary notwithstanding. In case of conflict between Project Specifications and ACI Standard 301, Project Specifications shall govern.

Conformance Certification

B. Prior to start of operations, submit affidavits certifying that all materials proposed for use conform with Specification requirements, if requested by Owner.

Portland Cement

C. Standard Portland Cement: Conform to ASTM Designation C150, Type 1.

Aggregates (Structural, Normal Weight)

D. Fine and coarse aggregate: Conform to ASTM Designation C33 for aggregate commonly referred to as "river rock". The use of limestone for coarse aggregate shall be permitted.

Admixtures

E. Use air-entraining admixtures in all concrete, unless otherwise shown or specified. Add air-entraining admixture at the manufacturer's prescribed rate to result in concrete at the point of placement having air content within the following limits: 2% to 4% air.

When air-entrainment is used, reduce the maximum water content of the design mixes.

Use water-reducing admixtures in strict compliance with the manufacturer's directions. Admixtures to increase cement dispersion, or provide increased workability for low slump concrete, may be used at the Contractor's option subject to the Owner's acceptance. When water-reducing admixtures are used, a reduction in the cement content of concrete mixes will not be permitted.

Use amounts of admixtures as recommended by the manufacturer for climatic conditions prevailing at the time of placing. Adjust quantities of admixtures as required to maintain quality control.

Calcium Chloride: Do not use calcium chloride in concrete, except as otherwise authorized in writing by the Owner. Do not use any admixtures containing calcium chloride where concrete is placed against any galvanized steel, or in any mix using high-early strength cement.

Concrete Proportions and Consistency

F. Intent of Specifications is to secure, for every part of work, structural concrete of homogeneous structure which, when hardened, will have required strength and resistance to weathering.

G. All concrete for slabs shall have water-reducing type chemical admix added at place of mixing if desired by the Owner. Amount of chemical admix per each bag of cement used shall be in strict accordance with manufacturer's recommendations as related to temperature, humidity and wind conditions prevailing at site at time of pouring, and dependent upon type of admixture being used.

I. Minimum cement content and maximum allowable slump, per cubic yard for all types of structural concrete for various requirements shall be as follows:

Compressive Strength (psi) at 28 days	Sacks of Cement
2,500	4.5

Compressive Strengths

J. See Drawings for locations of various strengths of structural concrete required, based upon 28 day psi compressive strength requirements. When not designated for any particular part of Work, provide concrete having compressive strength of 2500 psi at 28 days.

Allowable Slump

K. Allowable slump (as determined by ASTM Designation C143) for various parts of Work shall be 5 inch maximum / 2 inch minimum. Consistency and composition shall allow working into corners and angle of forms and around reinforcement without segregation or free water on surface. Subject to strength requirements, and then only under Owner's observation, mixtures may be adjusted to make concrete easier to place, giving consideration to methods of placing and compacting used.

Testing Laboratory Services

L. The Testing Laboratory will be selected by the Owner. Except as noted below, the costs of such services will be paid by the Owner.

Contractor shall cooperate with laboratory and shall:

1. Name sources of supply for concrete and materials.

2. Deliver to laboratory, without cost, adequate quantities of representative samples of materials he proposes to use and which are required to be tested in designing concrete mixes.

3. As determined by the Owner advise laboratory reasonably and sufficiently in advance of operations to allow for assignment of personnel.

4. Provide adequate facilities for safe storage and proper curing of concrete test samples on Project site for first 24 hours and also for subsequent field curing as required by referenced ASTM Specifications.

5. Furnish such nominal labor as is necessary to obtain and handle samples at construction site.

6. Be responsible for the payment of all laboratory services which are performed, and which indicate that the contractor has not performed work or provided materials which meet the specifications of this project.

Transmit-Mixed Concrete

M. Obtain approval of equipment, etc. before use. All equipment, operations, etc., shall meet requirements of ASTM Designation C94. Delivery of concrete shall be scheduled so that continuity of a pouring operation is not interrupted for more than 15 minutes from the time that one truck is emptied until another truck is in position to continue pouring operations. In event of violation of this requirement during a pour, the Owner of his representative may direct concrete to be ordered immediately from other sources at Contractor's expense. Manufacturer of concrete shall deliver certificates to Owner for each batch delivered. Certificates shall give all information required by Section 14 of ASTM C94.

Placing Time

N. For standard weight concrete, elapsed time between proportioning of materials (including cement) and placing of concrete in its final position shall, in no case, exceed 120 minutes.

Conveying and Placing

O. Except as these Specifications are at variance therewith, methods of placing shall conform to ACI Standard Recommended Practice for Measuring, Mixing, and Placing Concrete (ACI 614). The Owner will have the option of stipulating to the Contractor how much concrete will be poured in one day as well as the method of placement, i.e., checker boarding. This option will be exercised in an effort to control shrinkage cracking and to produce the best job possible.

P. Before depositing concrete, remove debris and excess water from spaces to receive concrete; wet, oil, or coat forms as directed; divert excess flow of water away from excavations and forms. Subgrade shall be moistened as directed by the Owner. Where water is not available, contractor shall provide a water truck in order to meet this requirement.

Q. Convey concrete from mixer to forms immediately by means of equipment that will avoid segregation. Deposit in final position. Maximum drop from chutes: 4 feet. Chutes shall be metal or metal lined. Minimum slopes of chutes: one vertical to two horizontal. Provide baffle plate and spout or tremmies to prevent segregation. Provide hopper when operation is intermittent, and when the length of chutes exceeds 20 feet. Contractor shall use a mechanical vibrator on concrete whenever deemed necessary and as directed by the Owner.

R. Concrete shall be placed in a manner to prevent segregation of mix, compacted through rodding, tamping by mechanical means as approved by Owner, floated and finished in a manner acceptable to Owner. All outside edges of forms, block-outs, shall be tooled. All metal key joints, construction joints, and expansion joints shall be tooled both sides. All edging shall be performed as directed by Owner and shall be subject to his approval.

S. When depositing new concrete against old, clean and thoroughly wet old surfaces and cover with a bonding agent, mortar, or neat cement grout. Pour new concrete before grout sets.

Concrete Temperatures

T. Generally, methods for hot-weather concreting and winter concreting shall conform to ACI Standard Recommended Practice for Hot Weather Concreting (ACI 650), and ACI Standard Recommended Practice for Wintering Concreting (ACI 306), and amendments thereto as hereinafter specified. Use of calcium chloride in concrete is prohibited, ACI 306 to contrary notwithstanding.

U. Concrete shall not be placed when air temperature at site of Work falls below 40 degrees nor higher than 95 degrees F. Most concrete should therefore be placed in the morning. In extremely hot weather, and with use of relatively hot ingredients, temperature of concrete may become excessive. In no case will concrete having a temperature in excess of 95 degrees F be permitted. Cooling of water and/or aggregates will be required when concrete temperatures rise above this limit. The Contractor is responsible for providing concrete which does not exceed the above stated maximum temperature, whether it be through the use of chilled water, ice, early morning or late evening scheduling at no additional cost to the Owner.

Construction Joints

V. Cold joints will not be allowed, and if a section cannot be placed in a continuous operation, then contractor shall be responsible for providing a construction joint as directed by Owner. Joints not shown on Drawings shall be made and located in accordance with methods which will least impair strength of structure. Plan all joint locations far enough in advance of pouring operations to permit Owner to make analysis thereof. No joints shall be made until approval thereof has been granted. All joints shall be edged both sides.

W. Continue all reinforcing across joints. Provide keys, metal or wood-formed and include dowels, as directed. Keys shall extend full depth of concrete slab.

X. Before pouring new concrete against previously-poured concrete at construction joints, thoroughly clean previously-poured concrete and remove all latence therefrom. After removal of latence, coat concrete with an approved type of bonding agent throughout joint area.

Repair of Surface Defects

Y. After removal of forms, remove all concrete that obviously has been improperly formed, or is out of alignment or level beyond required tolerances, or which shows a defective surface that cannot be satisfactorily repaired or patched.

Z. Patch all tie holes and all repairable defective areas immediately after forms have been removed.

AA. Correct all surface defects to the approval of the Owner in the following manner:

1. Remove all honeycombed and other defective concrete down to sound concrete, but in no case to a depth of less than 1 inch. Dampen area to be patched and an area at least 6 inches wide surrounding it to prevent absorption of water from patching mortar. An approved bonding agent shall be well brushed into the surfaces and included within the patch mix.

2. Make patching mixture consisting of not more than 1 part cement to 2½ parts sand by damp loose volume. Substitute white Portland cement for part of the gray Portland cement on exposed concrete in order to produce color matching color of surrounding concrete, as pre-determined by trial patch.

3. Quantity of mixing mortar shall be no more than necessary for handling and placing. Mix patching mortar in advance and allow to stand with frequent manipulation with a trowel, without addition of water, until it has reached stiffest consistency that will permit placing.

4. Thoroughly consolidate mortar into place, and strike off so as to leave patch undisturbed for a minimum of 1 hour before final finishing. Keep patched area damp for 7 days. Do not use metal tools in finishing a patch in a formed surface which will be exposed in completed work.

Preparation for Finishes

AB. Horizontal concrete surfaces shall have a light texture, Broom finish to required plans and levels when they are to receive the following types of finishes:

1. Curb Cuts/Ramps - Scored concrete: Score marks to be ¼" deep and 3" O.C. across face of ramp.

AC. Horizontal concrete surfaces shall be wood screened to exact planes and levels, and then be broomed to achieve the following finishes:

1. Broom finish on walks.

Concrete Walks

AD. Ready-mixed concrete hauled in truck mixers or truck agitators shall be deposited in place within 120 minutes from the time the water is added to the mix. Re-tempering concrete by adding water or by other means shall not be permitted. Concrete that is unsuitable for placement as delivered shall be rejected.

AE. All concrete shall have a minimum compressive strength of 2500 psi. Concrete shall be manufactured and delivered in accordance with ASTM C94: Standard Specification for Ready-Mixed Concrete.

AF. Install welded wire fabric reinforcement (6 x 6, 10/10) in lengths as long as possible, lapping at least one mesh. A minimum 2" clearance from bottom of concrete shall be maintained by either using chairs or other like supports to hold up the mesh, or by placing concrete and mesh in a two-course method.

AG. Expansion joints are to be no greater than 30'0" O.C. and, constructed of 2" CCA .60 Treated Pine with steel d" dia. slip dowels. Number of dowels per joint is specified on plans. Dowels shall be kept parallel to the surface.

AH. Scored joints are to be 10'0" O.C. (between expansion joints) and at all radius and sidewalk intersections. All joints are to be hand tooled at all concrete edges to a 2" radius.

AI. After striking-off and consolidating, smooth the concrete surface by screening and floating. Work all edges with an edging tool, to a one-half inch radius. After floating and when surface water has disappeared, broom finish surface, then rework edges with edging tool, if required.

AJ. Contractor should make provisions to provide protection as required to prevent damage to exposed concrete surface.

Clean-Up

AK. Immediately after completion of concrete operations, remove from site all debris resulting from work.

AL. Immediately prior to final inspection preliminary to acceptance, wash and clean all exterior concrete wearing surfaces and interior uncovered wearing surfaces. Leave all concrete in clean, acceptable condition.

AM. All disturbed earth areas on either side of new concrete pathways shall be hand graded and hand raked to achieve a fine grading finish.

AN. The Contractor will be responsible at his own expense, for concrete patching or any corrective work deemed necessary should the walks become defaced, marred, broken or otherwise damaged before complete acceptance and release by Owner. All walks must be turned over to Owner in a "new" condition free of noticeable defects, inconsistent workmanship, poor quality finishes, uneven placement of concrete, or noticeable discoloration.

Measurement and Payment

AO. Concrete walks will be measured and paid for by the linear foot of completed and accepted work, and said payment shall be full compensation for the work of this item complete. The total distance from end to end (less 20 feet for each box culvert or RCP in that section) will be measured to compute the number of linear feet of pathway for payment purposes.

PAINTING

Scope

The Contractor shall provide all labor, equipment and materials necessary for the painting of the following items as shown on the Drawings:

Crosswalk Intersections
Road Crossings
Pathway Stencils

Related work specified elsewhere:

Division 2: Sitework
Division 3: Concrete

MATERIALS

Paint

A. For crosswalk striping layout refer to plans.

B. Paint shall be reflective white with glass beads as approved by the Texas Highway Department "Standard Specifications for Construction of Highways, Streets and Bridges", dated 1972. Said specifications are made a part of these specifications, and certain specific applicable items are herein noted. Those instances where above specifications are not workable as intended are hereby modified. Interpretations and further modifications of these specifications, as required, will be by Owner, if so directed.

Other painting material required but not specifically described shall be of highest quality and shall have identifying labels on containers.

Use only thinners approved by the paint manufacturer, and use only within recommended limits.

Product Handling: Deliver all materials to the job site in original, new and un-opened packages and containers bearing manufacturers are required to the exclusion of equivalent products or other manufacturers.

Samples

Prepare and submit to Owner samples of selected color on specified material. Apply no paint until sample is approved by Owner. Samples shall be a minimum of 12" x 12".

Application

Acceptance of Bases

A. The painting Contractor shall be responsible for the finish of his work and shall not start painting until the surfaces are in proper condition to receive the paint job.

B. If the Contractor considers any surfaces unsuitable to a degree that they cannot be corrected by scraping or cleaning, he shall report this condition to the Owner before applying any materials to same. Starting his own work shall be considered as acceptance of these surfaces.

Preparation of Surfaces

A. All surfaces to be painted must be free of dirt and dust before painting. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint finish.

Workmanship

A. All workmanship shall be of professional quality with paint spread evenly, without runs. Colors shall conform to the approved sample.

B. For each coat, evenly spread paint thoroughly uniformly. Apply paint at rate recommended by manufacturer.

C. Exterior painting shall not be done in freezing weather.

Clean-up: After completion of painting, remove all trash and excess materials. Remove any spilled paint from other surfaces.

Protection: Protect work of other trades, whether to be painted or not; against damage by painting and finishing work. Correct any damages by cleaning, repairing or replacing, and repainting, as directed by the Owner.

Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings by others for protection of their work, after completion of painting operations.

Texas Accessibility Standards
Technical Memorandum

Texas Department of Licensing and Regulation
Architectural Barriers

Date: August 16, 2011

TM 08-01 **Revised**

Curb Ramps – Surface Texture/Contrast
Administrative Rule 68.102(b)(2) and TAS 4.7.4

The ONLY surface texture TDLR is currently aware of that meets the intent of both the Texas Accessibility Standards and the currently enforceable federal Americans with Disabilities Act Accessibility Guidelines are detectable warnings (aka truncated domes) meeting the technical specifications of TAS 4.29.2.

With the intention of harmonizing both state and federal requirements, the Department issues the following technical clarifications regarding surface texture requirements for curb ramps.

Curb Ramps in the Public Right-of-Way

All curb ramps constructed, renovated, modified, or altered within the public right-of-way must comply with Architectural Barriers Administrative Rule 68.102(b)(2).

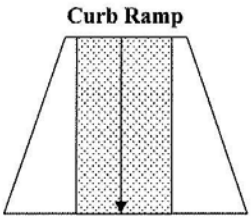
Curb Ramps NOT in the Public Right-of-Way

All curb ramps that are constructed, renovated, modified, or altered, but are NOT within the public right-of-way must comply with TAS 4.7.

The surface texture and contrast must extend the full width and depth of the curb ramp based on TAS 4.7.4. Parallel curb ramps shall be allowed to have the surface texture and contrast on the two ramped surfaces unless the landing connects to a public street or public right-of-way.

The Department strongly encourages the use of detectable warnings complying with TAS 4.29.2 as the surface texture and contrast in lieu of the surface textures listed under TAS 4.7.4(1) as a means to satisfy both the state and federal requirements.

This technical memorandum supersedes TM 99-15 issued in July 1999 which is no longer effective. TM 99-02 remains in effect for curb ramps that are NOT in the public right-of-way.





Parallel Curb Ramps

Note: If the landing of the parallel curb ramp connects to a public street or public right-of-way, detectable warnings must be provided on the landing. See Rule 68.102(b)(2)(B).

4.7 Curb Ramps.

4.7.1 Location. Curb ramps complying with 4.7 shall be provided wherever an accessible route crosses a curb.

4.7.2 Slope. Slopes of curb ramps shall comply with **4.8.2**. The slope shall be measured as shown in **Fig. 11**. Transitions from ramps to walks, gutters, or streets shall be flush and free of abrupt changes. Maximum slopes of adjoining gutters, road surface immediately adjacent to the curb ramp, or accessible route shall not exceed 1:20.

4.7.3 Width. The minimum width of a curb ramp shall be 36 in (915 mm), exclusive of flared sides.

4.7.4 Surface. Surfaces of curb ramps shall comply with **4.5**.

(1) Textures shall consist of exposed crushed stone aggregate, roughened concrete, rubber, raised abrasive strips, or grooves extending the full width and depth of the curb ramp. Surfaces that are raised, etched, or grooved in a way that would allow water to accumulate are prohibited.

(2) For purposes of warning, the full width and depth of curb ramps shall have a light reflective value and texture that significantly contrasts with that of adjoining pedestrian routes.

4.7.5 Sides of Curb Ramps. If a curb ramp is located where pedestrians must walk across the ramp, or where it is not protected by handrails or guardrails, it shall have flared sides; the maximum slope of the flare shall be 1:10 (see **Fig. 12**(a)). Curb ramps with returned curbs may be used where pedestrians would not normally walk across the ramp (see **Fig. 12**(b)).

Public Right of Ways

68.102. Public Right-of-Ways Projects. *(New section effective February 1, 2005, 30 TexReg 382; amended effective March 1, 2007, 32 TexReg 884)*

(a) For purposes of §68.80, the estimated cost of construction for the project shall be based on the pedestrian elements only. Construction documents submitted for review are only required to include pedestrian elements being constructed, renovated, modified, or altered as part of the project scope.

(b) Application of TAS shall be limited to those pedestrian elements being constructed, renovated, modified, or altered as part of the project scope. The pedestrian elements shall comply with applicable TAS 4.1 through 4.35 except as modified by this section.

(1) Sidewalks--At sidewalks constructed within the public right-of-way, handrails are not required; however, if provided they must comply with TAS 4.8.5. Where the adjacent roadway has running slopes of 5% or greater, the pedestrian access route shall not exceed the grade established for the adjacent roadway. EXCEPTION: The running slope of a pedestrian access route is permitted to be steeper than the grade of the adjacent roadway provided that the pedestrian access route complies with TAS 4.8.

(2) Curb Ramps--At curb ramps constructed within the public right-of-way, handrails are not required; however, if provided they must comply with TAS 4.8.5. For purposes of this section, non-signalized driveways are not considered to be hazardous vehicular areas.

(A) At perpendicular curb ramps constructed within the public right of way, detectable warnings complying with TAS 4.29.2 at a minimum of 24" in depth (in the direction of pedestrian travel) and extending the full width of the curb ramp shall be provided where the pedestrian access route enters a crosswalk or other hazardous vehicular area.

(B) At parallel curb ramps constructed within the public right-of-way, detectable warnings complying with TAS 4.29.2 at a minimum of 24" in depth (in the direction of pedestrian travel) and extending the full width of the landing shall be provided where the pedestrian access route enters a crosswalk or other hazardous vehicular area.

(C) At diagonal curb ramps constructed within the public right-of-way, detectable warnings complying with TAS 4.29.2 at a minimum of 24" in depth (in the direction of pedestrian travel) and extending the full width of the curb ramp or landing, shall be provided where the pedestrian access route enters a crosswalk or other hazardous vehicular area. Additionally, the department will allow the detectable warning to be curved with the radius of the corner. The detectable warning shall be located so that the edge nearest the curb line is 6" minimum and 10" maximum from the curb line.

THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 08/20/2026

SUBJECT MATTER:

Receive, consider and act upon the third amendment to the Reforestation - Install Agreement (C-2023-0323) and the fourth amendment for the purchase of tree stock (C-2022-0215);

FISCAL IMPACT:

A total of $1,025,000 is proposed in the 2027 Streetscapes Operations Department's Forest Management/Tree Planting Budget for "reforestation and watering" exclusive of costs for community planting events, tree fertilization, and maintenance plantings. The estimated cost to install 5,155 trees through this program is $927,418 (Attachment A). Approximately $97,582 will remain to support additional reforestation efforts as sites are identified throughout the year.

BACKGROUND:

In 2016, the Board approved annual funding to reforest cul-de-sacs as part of the overall community improvement plan. Since that time, annual allocations have addressed tree loss due to freeze/drought cycles. In 2025, the Board approved an updated Integrated Forest Management Plan (IFMP), which included annual tree-planting initiatives throughout the community featuring a variety of tree sizes ranging from seedlings to 15/30-gallon container-grown trees. The original IFMP did not fully account for resident requests related to reforestation following vine removal or for additional screening near roads, parks and parking lots.

Through a public bidding process, the Township entered into the following agreements:

- Rothco Tree Service, LLC (Rothco) (C-2023-0323)
  - Tree installation services
  - The current contract is effective through 2026, with options to renew in 12-month increments.
  - Agreed to maintain 2024 pricing for the 2027 season. (Attachment B)
- Texan Tree Depot, LP (Texan) (C-2022-0215):
  - Supplier of reforestation tree stock
  - The current contract is effective through 2026, with options to renew in 12-month increments.
  - Agreed to maintain the 2024 pricing for the 2027 year. (Attachment C)

Both vendors continue to meet or exceed contract specifications. Their tree care expertise, operational staffing and efficient communication have supported successful installations. Texan has been awarded the tree stock contract in six of the past seven years. Their inventory consistently meets the Township's tree health and quality standards and they provide a wide selection of native species. The proposed contract amendments allow the Township to order trees in late 2026 for early 2027 delivery to ensure that planting is completed before warmer weather arrives in April 2027. Logistically, early planning also assists Rothco with retaining planting crews who are familiar with The Woodlands area and reduces the likelihood that they are unavailable for this project in the future.

RECOMMENDATION:

Approve the third amendment to the Reforestation - Install Agreement with Rothco Tree Service, LLC and the fourth amendment for the purchase of tree stock with Texan Tree Depot, LP, and authorize the President/Chief Executive Officer to execute any necessary agreements as approved to final form by Township legal counsel.

Attachments

Attachment A - Tree Install and Stock Estimated Cost

Attachment B - Rothco Tree Service, LLC's Renewal Request

Attachment C - Texan Tree Depot, LP's Renewal Request

Attachment A - Tree Install and Stock Estimated Cost

		Texan Tree Depot, LP		Rothco Tree Service, LLC	
15 Gallon	**Quantity**	**Unit Plant Price**	**Total Plant Price**	**Unit Installation Price**	**Total Installation**
Loblolly Pine	1551	$57.00	$88,407.00	$55.00	$85,305.00
Swamp Chesnut Oak	200	$74.00	$14,800.00	$55.00	$11,000.00
Cedar Elm	200	$78.00	$15,600.00	$55.00	$11,000.00
Yaupon	453	$87.00	$39,411.00	$55.00	$24,915.00
Wax Myrtle	200	$98.00	$19,600.00	$55.00	$11,000.00
Cherry Laurels	200	$77.00	$15,400.00	$55.00	$11,000.00
Total	**2804**	Total	$193,218.00	Total	$154,220.00
30 Gallon	**Quantity**	**Unit Plant Price**	**Total Plant Price**	**Unit Installation Price**	**Total Installation**
Loblolly Pine	1307	$154.00	$201,278.00	$88.00	$115,016.00
Swamp Chesnut Oak	80	$149.00	$11,920.00	$88.00	$7,040.00
Cedar Elm	130	$149.00	$19,370.00	$88.00	$11,440.00
Sourthern Magnolia	80	$210.00	$16,800.00	$88.00	$7,040.00
Yaupon	404	$168.00	$67,872.00	$88.00	$35,552.00
Wax Myrtle	140	$130.00	$18,200.00	$88.00	$12,320.00
Sweetgums	4	$135.00	$540.00	$88.00	$352.00
Tuscarora Crepe Myrtle	100	$95.00	$9,500.00	$88.00	$8,800.00
Texas Red Oak	100	$240.00	$24,000.00	$88.00	$8,800.00
Total	**2345**	Total	$369,480.00	Total	$206,360.00
100 Gallon	**Quantity**	**Unit Plant Price**	**Total Plant Price**	**Unit Installation Price**	**Total Installation**
Texas Red Oak	6	$240.00	$1,440.00	$450.00	$2,700.00
Total	**6**	Total	$1,440.00	Total	$2,700.00

Total Trees	**5155**		
Total Stock Cost		**$564,138.00**	
Total Install Cost			**$363,280.00**
Total		**$927,418.00**	

ROTHCO
TREE SERVICE LLC

Contract Acceptance Letter

Renewal for Contract Number C-2023-0323A2

June, 17 2026

We are writing to confirm and notify you that we accept the renewal terms for the 12-month term of reforestation in 2027. This letter serves as an official document of contract acceptance.

In alignment with the terms and conditions of the agreement as stated, we want to extend the Reforestation Install Contract C-2023-0323A2 from January 1, 2027 through December 31, 2027 per Section B, - Paragraph 2.5. Per unit install price is to remain the same. We understand our rights, obligations and responsibilities and intend to execute all provisions consistently with the township guidelines to the best of our ability.

Thank you for providing the opportunity to work together. We look forward to another successful year of planting.

Please keep a copy of this contract acceptance letter for your records.

Thank you!

Sincerely,

X_____

Matthew Roth, Co-Owner

X_____

Justin Roth, Co-Owner

TEXAN TREE
Depot

RE: Contract Acceptance Letter Renewal for Contract Number C-022-0215

June 25, 2026

We are writing to confirm and notify you that we accept the renewal terms for the 12-month term of Reforestation in 2027. This letter serves as an official document of contract acceptance.

In alignment with the terms and conditions of the agreement as stated, we want to extend the Reforestation Stock Contract C-2022-0215 from January 1, 2027 through December 31, 2027 per Section B, -Paragraph 2.5. Per unit price is to remain the same. We understand our rights, obligations and responsibilities and intend to execute all provisions consistently with the township guidelines to the best of our ability.

Alan J. Aschenbeck

Texan Tree Depot, LP
281-924-7857

1358 Osprey Ridge Loop Lago Vista, Texas 78645
281-924-7857
www.texantreedepot.com

THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 08/20/2026

SUBJECT MATTER:

Receive, consider and act upon a proposed 2026 operating budget amendment for additional tree removal due to environmental conditions;

FISCAL IMPACT:

The FY2026 Budget for tree and vine removal in the Streetscapes Operations Department's Tree Removal account is $1.8 million. As of August 4, 2026, $1.7 million, or 94%, of the budget has been expended on tree removal due to ongoing environmental conditions, including the aftermath of extended drought conditions in previous years and an early 2026 freeze event. $257,645 is allocated to the upcoming fall vine removal season. An additional $500,000 is needed to continue the removal of hazardous trees and to respond to resident concerns throughout the remainder of 2026. The amount requested assumes normal operating conditions for the remainder of 2026. If a hurricane or other significant weather event occurs, additional funding may be necessary.

BACKGROUND:

The Woodlands Township has experienced significant impacts on the community's forest over the past several years due to droughts, hurricanes and several freezes. These weather events have caused a higher-than-normal number of trees to die, necessitating their removal. To date, there have been 3,683 trees removed through contracted services at a cost of $1.5 million. The FY2026 Budget allocated $1.8 million for reforestation efforts to assist in rebounding our forests.

As of July 27, 2026, the Parks and Recreation Department is working through the following:

- Work orders with Contractors: 38
- Work orders for In-house Staff: 60
- Work orders completed last week: 97
- Tree work orders to be inspected: 44
- Note: Trees marked with pink ribbons have been identified for removal and are queued based on a prioritization scale related to impact to homes, fences, pathways, etc. If there is no ribbon on the tree, it has not yet been inspected but may have been reported by community members.
- For sites where multiple trees are removed, they can be evaluated as potential reforestation sites for the following year. Staff typically does not replace single-site tree removals.

The bulk of the work, especially for the larger caliper trees, is being conducted by Township contractors. Smaller caliber trees, 10” in diameter and smaller, are being removed by internal staff resources. Year-to-date, staff has removed a total of 1,743 small caliber trees. Based on current year-to-date data, an additional $500,000 in funding will be needed to remove approximately 876 trees, provide approximately 325 hours of debris removal and to grind 263 stumps.

RECOMMENDATION:

Approve a Budget Amendment in the amount of $500,000 from the 2025/2026 Undesignated Fund Balance to increase the Streetscape Operations Department Operating Budget to fund additional tree removal due to environmental conditions.

THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 08/20/2026

SUBJECT MATTER:

Receive, consider and act upon an award of contracts (C-2026-0441) and proposals (C-2026-0510) for the Alden Bridge Sports Park softball complex enhancements and improvements;

FISCAL IMPACT:

In December 2025, the Township Board reviewed a plan to spend $11.22 million on Phase I renovations to the Alden Bridge Sports Park (ABSP). Within that renovation plan, $750,000 was identified for improvements to the ABSP softball complex, targeting "restroom/ dug out/ fence", with no specific vendor(s) or procurement strategy identified at that time. Since that time, staff has refined the projects and sought competitive bid options. The proposed total cost of these softball complex enhancements and improvements is now projected at $650,972.96, leaving sufficient funds of approximately $99,027.04 for contingencies related to ABSP renovations.

BACKGROUND:

The Woodlands Township is a master planned community with a world-class park and recreation system. The success of this system has been attributed to the Parks and Recreation Department's thorough understanding of the community's recreational needs due to Parks Needs Assessments conducted in 2003, 2011, and most recently in 2022. While the recommendations in earlier studies have guided park improvements, the community's demographics have continued to evolve. In response to these shifts, the department initiated the Needs Assessment process again in 2022 to further assess services and facilities for parks, pathways, trails, recreation, aquatics and athletics with a focus on the changing demographics of the community, including the senior population and recreational tourism. The 2022 Needs Assessment recommended renovating ABSP to assist in meeting the evolving recreational needs of the community.

Township staff released a Request For Bids (RFB) (C-2026-0441) on June 15, 2026, to complete fencing (Project A) and backstop renovations (Project B) at the ABSP softball complex and two of the existing multipurpose fields. After a mandatory pre-bid meeting, followed by bid submissions, the Township received five total responsive and responsible bid submissions. A bid tabulation was prepared (Attachment A), a summary of which is listed below. Staff recommends awarding the contract to RCC Group Construction for a total bid of $307,326.96, the lowest aggregate bid for Projects A and B combined.

	Project A	Project B	Bond	Overall Total
Nationwide Turf Installation	$322,185.55	$185,076.99	$7,514.48	$514,777.02
Mobil Contractors	$249,860	N/A	$7,000	$256,860
RCC Group Construction	***$203,079.59***	***$90,935.59***	***$13,311.78***	***$307,326.96***
360 Fence Company	$247,346	N/A	$7,990	$255,336
EMA Sports Solutions	$422,540	$96,000	$46,000	$564,540

Township staff also requested proposals related to other enhancements to the ABSP softball complex, including bleachers and shade structures, bollards and field netting. These proposals were obtained from McKenna Contracting through Buy Board Contract No. 781-25. BuyBoard was approved by the Township Board for use as a cooperative purchasing program that ensures pricing for products and services is competitively bid and assists local governments in meeting all state procurement requirements. The total cost of these proposals is $343,646, broken down as follows, and will be managed together under Township Contract No. C-2026-0510:

- Bleachers and Shade Structures (Attachment B): $265,712
- Decorative Bollards (Attachment C): $19,925
- Sports Netting (Attachment D): $48,000
- Bond $10,009.00

Both recommended vendors have performed significant relevant work with the Township over the last several years with no issues.

RECOMMENDATION:

Award the contracts for Project A (fencing) and B (backstop renovations) to RCC Group Commercial Construction in the amount of $307,326.96; accept the proposals from McKenna Contracting for the additional Alden Bridge Sports Park softball complex enhancements in the amount of $343,646; and authorize the President/Chief Executive Officer to execute any necessary contracts as approved to final form by Township legal counsel.

Attachments

Attachment A - Bid Tabulation

Attachment B - McKenna - Bleachers and Shade Structures

Attachment C - McKenna - Decorative Concrete Bollards

Attachment D - McKenna - Softball Field #3 Netting 20' Height

Attachment E - McKenna - Bond Amount

Bid Summary
Alden Bridge Sports Park Softball Complex Enhancements C-2026-0441

	Nationwide Turf Installation	Mobil Contractors	RCC Group	360 Fence	EMA Sport Solutions
Project A	$ 322,185.55	$ 249,860.00	$ 203,079.59	$ 247,346.00	$ 422,540.00
Project B	$ 185,076.99		$ 90,935.59		$ 96,000.00
Project A & B	$ 507,262.54	$ 249,860.00	$ 294,015.18	$ 247,346.00	$ 518,540.00
TOTAL w/ Bonds =	**$ 514,777.02**	**$ 256,894.00**	**$ 307,326.96**	**$ 255,336.00**	**$ 564,540.00**

McKenna Contracting, Inc.
21755 North Freeway Bldg 9, Spring TX 77388
(281) 684-6012 Mobile (281) 907-6578 fax
Office (281) 651-5402
Email : bruce.berry@mckennacontracting.net

May 16, 2026

PROPOSAL

We hereby submit specifications and estimates for:

The Woodlands Township

Alden Bridge Sports Park 4751 College park Drive, The Woodlands, TX 77384
Baseball Fields

Field #1	
Concrete slab for bleachers 50' x 18'	$ 13,500
TWO five row ADA galvanized steel bleachers 21'	$ 52,920
TWO Cantilever shade structures 21' x 12'	$ 37,424
Field #2	
Five row ADA galvanized steel bleachers 27'	$ 34,594
Cantilever shade structure 27' x 12'	$ 19,362
Field #3	
Five row ADA galvanized steel bleachers 27'	$ 34,594
Cantilever shade structure 27' x 12'	$ 19,362
Field #4	
Five row ADA galvanized steel bleachers 27'	$ 34,594
Cantilever shade structure 27' x 12'	$ 19,362
All materials, labor and equipment to complete all work	$ 265,712

Expect 8 weeks for manufacturing
Not included : removal of any existing bleachers or relocating
All debris to be removed from worksite for completion of project
All material is guaranteed to be as specified. All work to be completed in a workman like manner according to guidelines set by specifications. Any alterations, changes or additions to contract must be written notice
and signed by both parties. Safety equipment and material to be provided by McKenna Contracting.
Terms : special order from manufacturer upon receipt of purchase order, invoice upon completion of all work

Proposal Acceptance *I hereby authorize McKenna Contracting, Inc. to commence construction listed above for which I agree to pay the total amount specified.*

Client Signature	Date

Please sign and fax or email all pages of this proposal to (281) 907-6578

BuyBoard 781-25 Contract Number

National Recreation Systems
A PLAYCORE Company

Warranty

National Recreation Systems, Inc. ("Company") warrants to the owner ("Owner") that its products shall be free from defects in material and workmanship, after proper assembly and under normal conditions for the type of product, according to the following terms and conditions:

1 YEAR WARRANTY

- Failure of structural strength of any framework component.
- Galvanized chain link materials

5 YEAR WARRANTY

- Aluminum plank will not blister, crack, peel or flake due to weather, temperature changes, continued exposure to rain, snow or U.V. rays from the sun.
- Aluminized chain link materials

The warranty period shall begin from the date title to the goods passes to the Owner (typically F.O.B. Factory).

Damages resulting from improper usage, abuse, alteration, negligence, transportation, fire, lightning, caustic chemicals, acts of God, improper maintenance, normal wear and tear, or other causes beyond the control of the Company are excluded from this warranty.

Any claim for defects covered by this warranty shall be promptly presented, in writing, to National Recreation Systems, Inc., Fort Wayne, IN 46858-1487, Attention: Warranty Service Department. The Company shall then provide the Owner with written instructions for remedy.

Should defects covered by this warranty occur, the Company shall, at its option, repair or replace the defective product or defective portion thereof in accordance with the terms and conditions of this warranty

This warranty is limited to the replacement or repair of materials only. Labor, removal, reinstallation, transportation, and related costs are not included, unless expressly authorized in writing by the Company. Any such authorization shall be determined on a case-by-case basis and shall not be construed as a waiver, modification, or extension of this warranty.

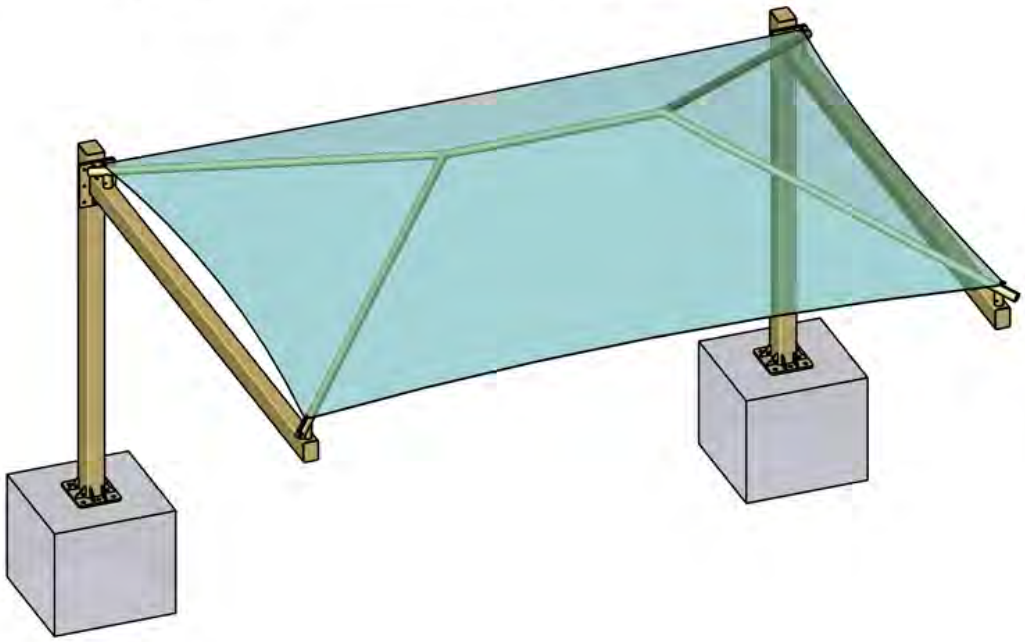
The Company shall not be liable to the Owner for consequential damages for breach of any written or implied warranty on its products, nor shall it be liable for incidental damages for breach of any written or implied warranty, unless incurred by the Owner because the Company did not perform any remedy hereunder within a reasonable time or because the Company imposed an unreasonable duty upon the Owner as a condition of securing any remedy hereunder. The Owner's exclusive remedy and damages shall be limited to the repair or replacement of defective products as provided herein. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply.

This writing contains the entire agreement between the Company and the Owner, and the warranties expressed herein exclude all other warranties, including those made by dealers, distributors, contractors, or applicators of the Company's products.All warranties, whether express or implied, including warranties of merchantability or fitness for a particular purpose, are limited to the term of this warranty. Some states do not allow limitations on how long an implied warranty lasts; therefore, the above limitation may not apply to the Owner.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

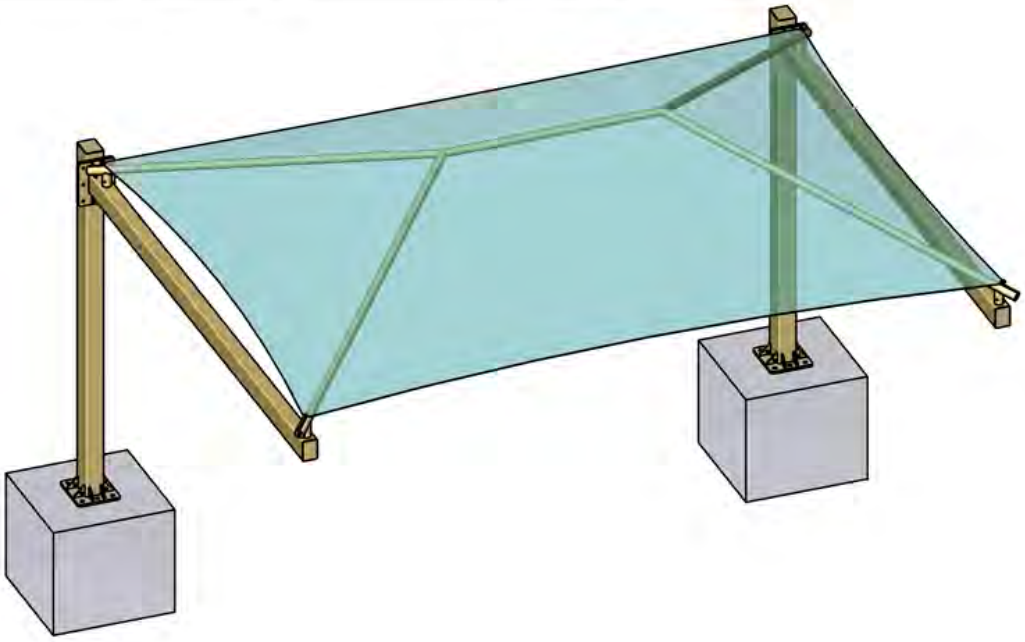
Hanging Cantilever Hip Shade

Length	21'	**Width**	12'	**Entry Height**	12'
Peak Height	14.42'	**Elbow**	Standard	**Column Mount**	Base Plate
Column Size	10"x6"x1/4"	**Rafter Size**	Ø2.875" 12-Ga	**Ridge Size**	Ø2.875" 12-Ga
Column Length	13.5	**Rafter Length**	8.53'	**Ridge Length**	9.88'
Dome Qty.	1	**Column Qty.**	2	**Beam Size**	6"x4"x3/16"



Hanging Cantilever Hip Shade

Length	27'	**Width**	12'	**Entry Height**	12'
Peak Height	14.42'	**Elbow**	Standard	**Column Mount**	Base Plate
Column Size	10"x6"x1/4"	**Rafter Size**	Ø2.875" 12-Ga	**Ridge Size**	Ø2.875" 12-Ga
Column Length	13.5'	**Rafter Length**	8.53'	**Ridge Length**	15.88'
Dome Qty.	1	**Column Qty.**	2	**Beam Size**	6"x4"x3/16"



McKenna Contracting, Inc.
21755 North Freeway Bldg 9, Spring TX 77388
(281) 684-6012 Mobile (281) 907-6578 fax
Office (281) 651-5402
Email : bruce.berry@mckennacontracting.net

June 2, 2026

PROPOSAL

We hereby submit specifications and estimates for:

The Woodlands Township

Ball Field Bollards

Provide and install 6 concrete bollards 36” diameter 2,000# each
Baseball and softball are the same price
We will install on existing concrete flat work area
Installation permanent
All materials, labor and equipment to complete all work $ 19,925

Price is valid until 07-31-2026

Expect 6 weeks for manufacturing and 1 week for shipment
All debris to be removed from worksite for completion of project
All material is guaranteed to be as specified. All work to be completed in a workman like manner according to guidelines set by specifications. Any alterations, changes or additions to contract must be written notice
and signed by both parties. Safety equipment and material to be provided by McKenna Contracting.
Terms : special order from manufacturer upon receipt of purchase order, invoice upon completion of all work

Proposal Acceptance *I hereby authorize McKenna Contracting, Inc. to commence construction listed above for which I agree to pay the total amount specified.*

Client Signature	Date

Please sign and fax or email all pages of this proposal to (281) 907-6578

BuyBoard 781-25 Contract Number





www.kaypark.com

Special-shaped bollards can add security and aesthetic appeal to any setting.

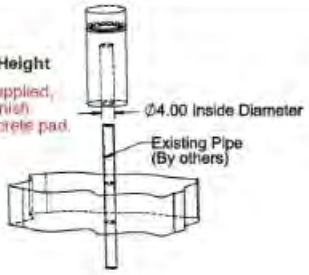
SECURITY BARRIERS
(Anchoring Options)

These round or cylinder shaped bollards are constructed of steel rebar encased in concrete to provide a strong appearance and help guide traffic flow. You can choose from a variety of textures, colors and finishes.

MOUNTING OPTIONS (Kay Park does not offer installation services.)

OPTION A
Hollow Core:
4" PVC x
Minimum 18" Height

*Bollard only supplied, customer to furnish piping and concrete pad.

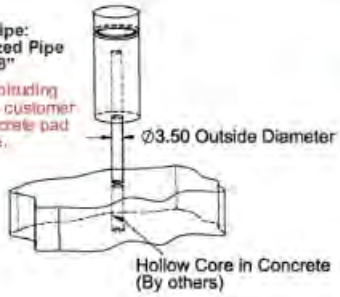


OPTION A: Hollow Core
4" PVC x Minimum 18" Height

Bollard is precast with hollow core. **The dimensions of this core are pre-determined by the contractor and need to be specified when ordering.** The existing pad, slab or sidewalk is cast with exposed vertical tubing or pipe to fit inside the core of the bollard. Before the bollard is set, epoxy, caulk or other bonding agent is to be applied to core and/or vertical pipe for securing purposes. The bollard is then set in place. bonding agent is to be applied to the rod and/or in the sleeves of the existing pad. The bollard is then set in place.

OPTION B
Protruding Pipe:
3.5" Galvanized Pipe
Protruding 18"

*Bollard w/ protruding pipe supplied, customer to furnish concrete pad w/ hollow core.



OPTION B: Protruding Pipe
3" Galvanized Pipe Protruding 18"

Additional charge of $25.00 per foot of pipe.

The bollard is precast with a pipe or tube protruding from the bottom of the bollard. **The dimensions of the protruding pipe or tube are pre-determined by the contractor and need to be specified when ordering.** The existing pad, slab or sidewalk is cast with sleeve correlating to protruding pipe on the bottom of the bollard. Before the bollard is set, epoxy, caulk or other bonding agent is to be applied to either the tube or pipe, and/or the sleeves in the existing pad. The bollard is then set in place.

McKenna Contracting, Inc.
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Office (281) 651-5402
Email : bruce.berry@mckennacontracting.net

June 1, 2026

PROPOSAL

We hereby submit specifications and estimates for:

The Woodlands Township

Alden Bridge Sports Park 4751 College Park Drive, The Woodlands, TX 77384

Softball Field #3
20’ high field netting
Netting 370’ length
Twenty 20’ high black poles
Install 12” wide concrete the length of the net to prevent damage from weed eater
All materials, labor and equipment to complete all work $ 48,000
Price is valid until 07-31-2026
Customer to remove all trees, landscaping and limbs within the area on field net to be installed
Expect 6 weeks for manufacturing
All debris to be removed from worksite for completion of project
All material is guaranteed to be as specified. All work to be completed in a workman like manner according to guidelines set by specifications. Any alterations, changes or additions to contract must be written notice
and signed by both parties. Safety equipment and material to be provided by McKenna Contracting.
Terms : special order from manufacturer upon receipt of purchase order, invoice upon completion of all work

Proposal Acceptance *I hereby authorize McKenna Contracting, Inc. to commence construction listed above for which I agree to pay the total amount specified.*

Client Signature	Date

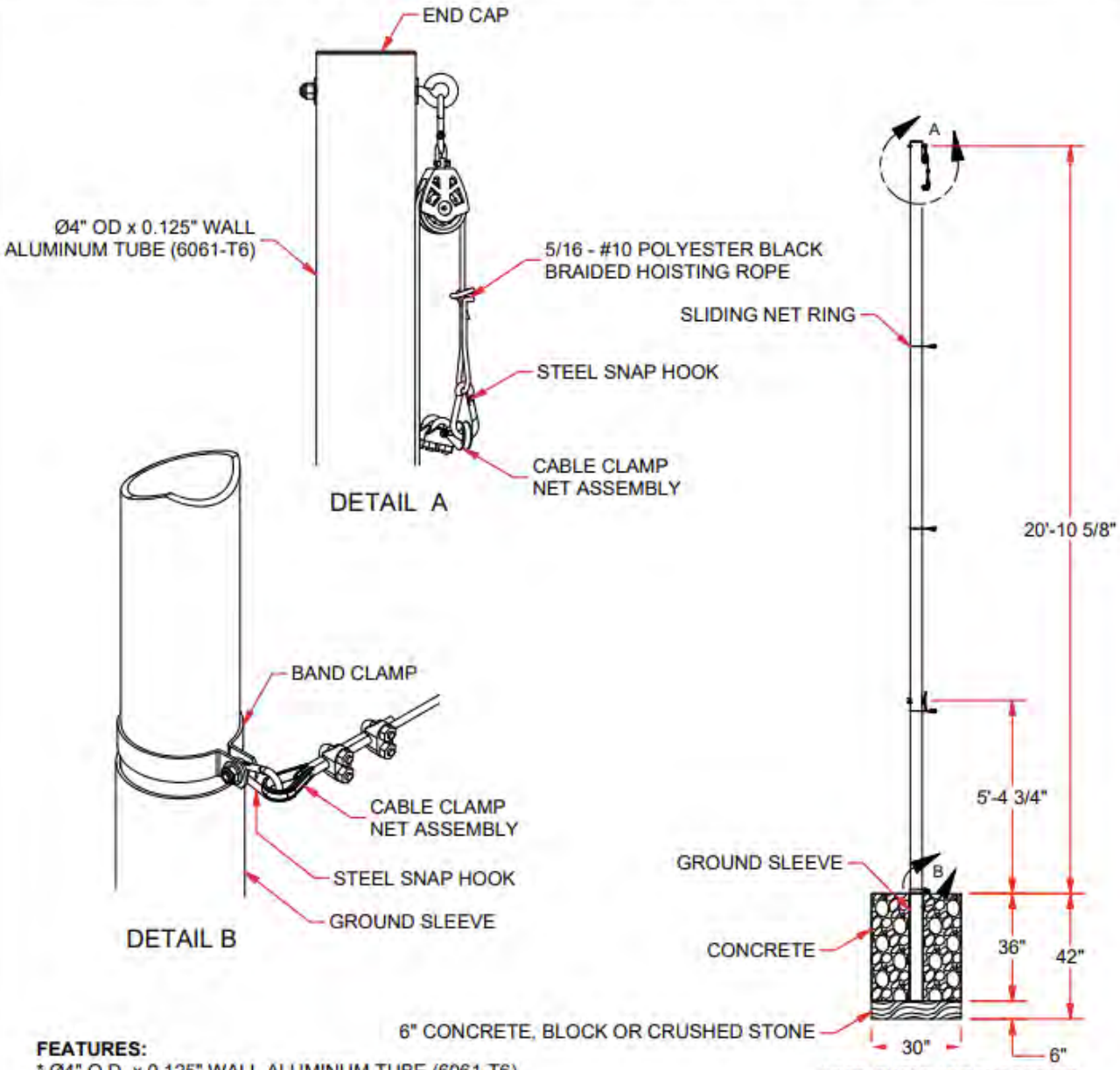
Please sign and fax or email all pages of this proposal to (281) 907-6578

BuyBoard 781-25 Contract Number .

I wanted to be clear on the intentions of the concrete curb. We would want to mount hooks or eyelets in the concrete in order to give the netting attachment points (similar to the picture). Like you said in the estimate, this will help make sure our contractors do not damage the netting with their mowers and string trimmers. Ricardo will send up the proposal for approvals, and we will circle back with you.



FNS-20 20 FT FIELDPRO NETTING™



NOTE: THESE ARE SUGGESTED DIMENSIONS FOR AVERAGE SOIL CONDITIONS, CONSULT LOCAL BUILDING CODES.

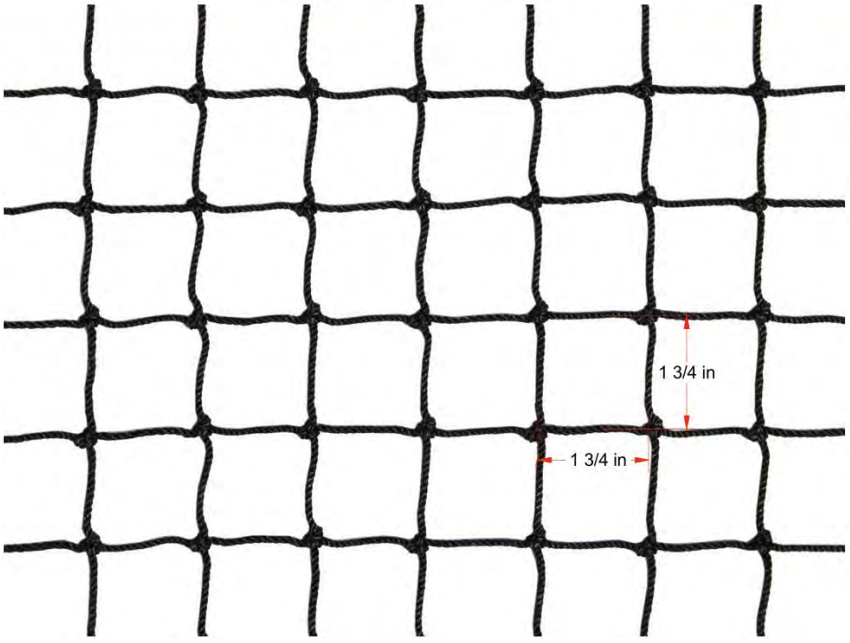
FEATURES:
* Ø4" O.D. x 0.125" WALL ALUMINUM TUBE (6061-T6)
* MILL FINISH OR POWDER COAT BLACK FINISH
* CORROSION RESISTANT HARDWARE
* COMES WITH GROUND SLEEVE
* GROUND SLEEVE COVER - OPTIONAL (P/N: FN-20-C)

NETTING OPTIONS:
* MULTI-SPORTS 1-3/4" x #36 KNOTTED NYLON SQ. MESH, UV TREATED WITH 1/4" ROPE BORDER
* SOCCER / FOOTBALL 3-1/2" x #36 KNOTTED NYLON SQ. MESH, UV TREATED WITH 1/4" ROPE BORDER
* 1-3/4" KNOT-LESS HTPP SQ. MESH, UV TREATED WITH 1/4" ROPE BORDER
* 4" KNOT-LESS HTPP SQ. MESH, UV TREATED WITH 1/4" ROPE BORDER

Netting Characteristics & Specifications

Style:	Twisted Knotted Net
Twine Style:	210/96
Fiber:	High Tenacity Nylon
Twine Type:	Three-Strand Twisted
Cord Diameter:	#36 (2.5 mm)
Mesh Size:	1-3/4 inches (45mm)
Mesh Break:	340 lb*f* (1.51 kN)
FR Rating:	NFPA 701 Method 1
Weight:	0.0385 lb/ft² (188 g/m²)
UV:	Extra UV Stabilizers Added
Color:	Black, Latex Bonded

FN-A 1-3/4 INCH KNOTTED NYLON NETTING



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(281) 684-6012 Mobile (281) 907-6578 fax
Office (281) 651-5402
Email : bruce.berry@mckennacontracting.net

August 6, 2026

PROPOSAL

We hereby submit specifications and estimates for:

The Woodlands Township

Alden Bridge Sports Park 4751 College Park Drive, The Woodlands, TX 77384

Projects C, D and E
Bleachers, shade structures, netting and bollards

Bond $ 10,009

THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 08/20/2026

SUBJECT MATTER:

Receive, consider and act upon an award of bids for Streetscape and Town Center Maintenance North (C-2026-0279), South (C-2026-0486), Street Sweeping (C-2026-0487) and Tree Care (C-2026-0288) Projects;

FISCAL IMPACT:

Currently, $4,976,600 is allocated in the FY2026 Budget for Streetscape Services, inclusive of the base budget, enhancements and irrigation repairs which provide service for all areas in The Woodlands Township. The recommended bids for this agenda item total $3,991,096.24. These costs do not include streetscape enhancements and irrigation, which total $506,600, or the Town Center, which is served under a separate contract that was approved on May 21, 2026, for $1,276,528.76. In total, streetscape maintenance expenses for 2027 would be $5,774,225, if the recommended bids are approved, which results in a budget increase of $797,625.

BACKGROUND:

The Streetscape System includes, but is not limited to, landscape maintenance services for over 200 centerline miles of right-of-way and over 600 community entrances. Among the most recognizable areas of the streetscapes system are The Woodlands' entries with enhanced landscape and wildlife statues. Along with these entries, Streetscapes also encompasses the maintenance of the village and neighborhood entries. Other areas of maintenance include the right-of-way mowing, wildflower propagation and street sweeping. It is understood that the streetscapes system is one of the most visible services offered by the Township to our residents, in addition to Town Center landscape maintenance, street sweeping and forestry operations.

Due to historical changes in the size and scope of this project, the Streetscape Program was separated into the following projects: North, South, Street Sweeping and Tree Care. The North and South Projects include both right-of-way and entrance maintenance. The Street Sweeping Project is an independent project across the villages and Town Center and is only conducted on town-wide and collector roads. The Tree Care Project is a standalone project to enhance street tree health and arboriculture services throughout the Township.

An Invitation For Bid for a three-year contract with the potential to extend the contract for two three-year renewal periods was advertised on March 3 and 11, 2026, in *The Houston Chronicle*, posted on the Township website and distributed via email to known qualified contractors that have historically bid on larger service contracts. The Maintenance Standards and Specifications were also listed on the Township website. A mandatory pre-bid meeting was held on March 18, 2026, with 25 contractors in attendance. Bid submissions were due by May 15, 2026, and 12 contractors submitted bids. North Project received 11 bids, South Project received eight bids, Street Sweeping Project received two bids and Tree Care Project received four bids. Bids were evaluated by a team of Parks and Recreation and Streetscape leadership through a point system to better understand each vendor's ability to fulfill the requirements for a project this size and scope and the potential cost. Critical criteria included references, staffing plan, operating plan, base location, equipment list, base bid price and pricing for additional services. A similar exercise was used when the Streetscape projects were first released for bid by the Township in 2021. The top-scoring vendors participated in bid conditioning interviews to further clarify their submitted staffing and operating plans, including crew assignments,

supervision structure, equipment resources, daily scheduling, quality control, communication with Township staff, response capabilities and the ability to address service deficiencies or emergency needs. These discussions allowed the evaluation team to validate the information provided in each proposal and confirm each vendor's capacity to meet the service expectations. Based on the formal scoring process, pricing, qualifications, references, staffing capacity, operational approach and interview discussions, the table below represents the recommended companies with the highest total points.

Project	Bidder	Price
North	Merit Landscape Solutions of Texas	$1,196,578.11
South	Ethoscapes, LLC	$2,199,351.14
Street Sweeping	Rotolo Consultants, Inc.	$535,532.99
Tree Care	Yellowstone Landscape	$59,634.00
	TOTAL:	**$3,991,096.24**

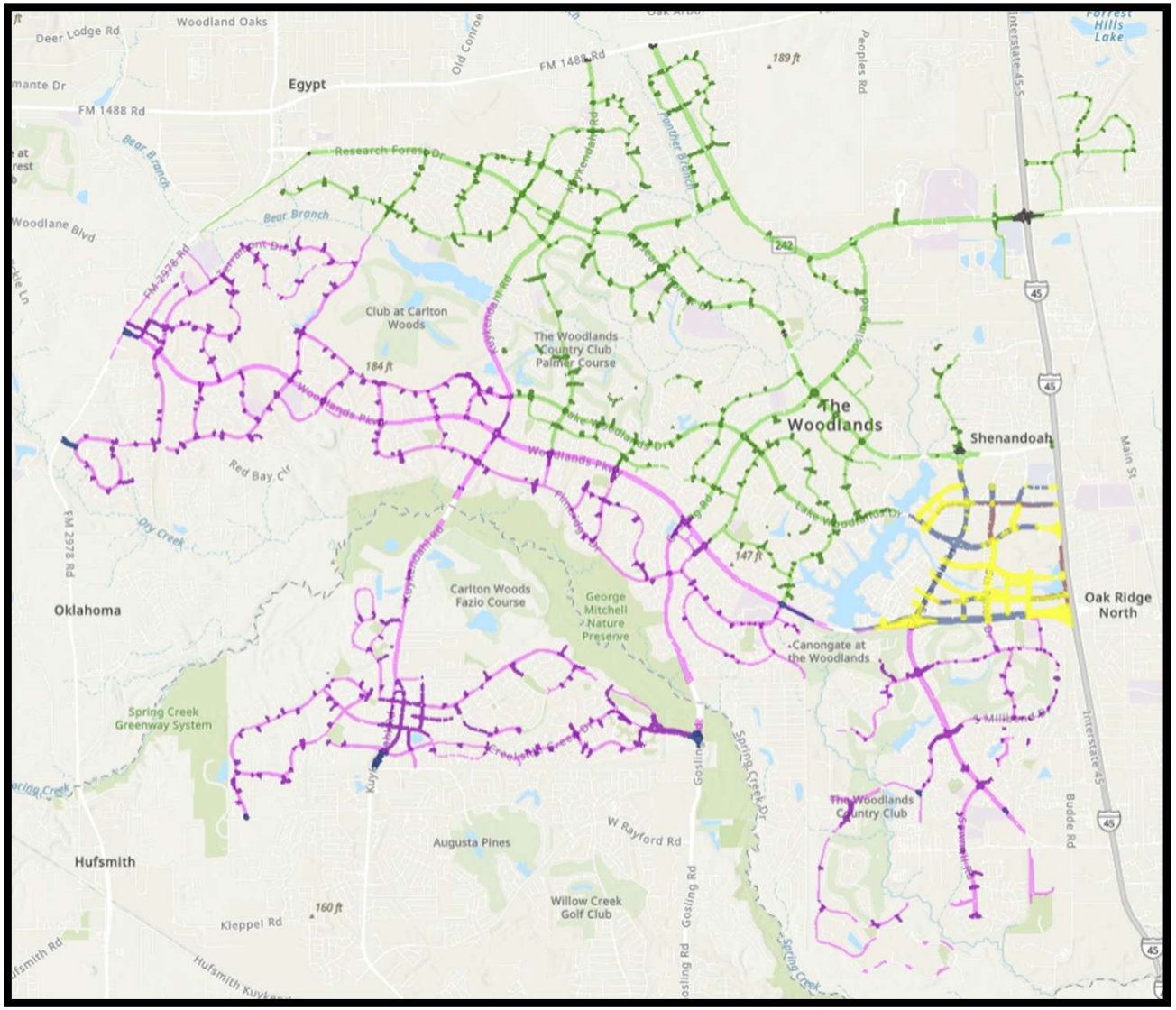
RECOMMENDATION:

Award the bid for the North Project to Merit Landscape Solutions of Texas in the amount of $1,196,578.11, South Project to Ethoscapes, LLC, in the amount of $2,199,351.14, Street Sweeping Project to Rotolo Consultants, Inc., in the amount of $535,532.99 and Tree Care Project to Yellowstone Landscape in the amount of $59,634, and authorize the President/CEO to execute any necessary agreements as approved to final form by Township legal counsel.

Attachments

Attachment A - Streetscapes Map

Attachment B - Streetscapes Point Tabulation



The Woodlands Township Streetscapes

Disclaimer:
This information has been prepared by The Woodlands Township. The Woodlands Township makes no representations or warranties regarding its accuracy and assumes no liability for its use.

Sources: Layers contain data from both Montgomery and Harris Counties, and TWT Geographic Information Systems
Map issued: April 28th, 2026

Community Entry - Streetscapes Service Area

Village, Maintained By, & Maintenance Interval

- Town Center
- Town Center, Commercial
- 7-Day Maintenance Interval - North
- 7-Day Maintenance Interval - South
- 14-Day Maintenance Interval - North
- 14-Day Maintenance Interval - South

Right-of-Way Shoulder & Median - Streetscapes Service Area

Village, Maintained By

- Town Center
- Town Center, Commercial
- North Villages
- South Villages

		References	Staffing Plan	Operating Plan	Location	Equipment List	Base Bid Price	Additional Services Price				
		5 Points	20 Points	15 Points	5 Points	5 Points	30 Points	20 Points	North Point Totals	South Point Totals	Street Sweeping Point Totals	Tree Care Point Totals
Yellowstone	North	5	20	15	4	5	25	10	84	79		94
	South	5	20	15	4	5	20	10				
	Street Sweeping											
	Tree Care	5	20	15	4	5	30	15				
Merit	North	4	20	15	2	5	30	10	86	86		
	South	4	20	15	2	5	30	10				
	Street Sweeping											
	Tree Care											
Westco/ Ethoscapes	North	5	20	15	1	5	20	15	81	81		66
	South	5	20	15	1	5	20	15				
	Street Sweeping											
	Tree Care	5	20	15	1	5	10	10				
Bartlett	North											90
	South											
	Street Sweeping											
	Tree Care	5	20	15	5	5	30	10				
Superscapes	North	5	15	10	3	5	10	20	68	78		
	South	5	15	10	3	5	20	20				
	Street Sweeping											
	Tree Care											
Silversand	North	4	10	15	1	5	30	15	80			
	South											
	Street Sweeping											
	Tree Care											
BrightView	North	5	10	15	5	5	20	20	80	80	80	70
	South	5	10	15	5	5	20	20				
	Street Sweeping	5	20	15	5	5	10	20				
	Tree Care	5	20	0	5	5	30	5				
Landcare	North	5	10	10	5	5	10	15	60			
	South											
	Street Sweeping											
	Tree Care											
Houston Grotech	North	5	10	15	2	5	10	10	57			
	South											
	Street Sweeping											
	Tree Care											
Ambassador	North	5	10	10	3	5	20	10	63	73		
	South	5	10	10	3	5	30	10				
	Street Sweeping											
	Tree Care											
Rotolo	North	5	10	10	5	5	30	15	80	80	100	
	South	5	10	10	5	5	30	15				
	Street Sweeping	5	20	15	5	5	30	20				
	Tree Care											
Shooter and Lindsey	North	4	20	15	1	5	10	10	65	65		
	South	4	20	15	1	5	10	10				
	Street Sweeping											
	Tree Care											

THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 08/20/2026

SUBJECT MATTER:

Receive, consider and act upon the acceptance of a proposal for playground equipment at The Recreation Center at Rob Fleming Park (C-2026-0496);

FISCAL IMPACT:

The Board of Directors reviewed and approved a Capital Improvement Project as part of the FY2026 Budget in which $860,000 was allocated for playground replacements. To date, $150,000 in available funds remain. The proposed cost for the playground replacement at The Recreation Center at Rob Fleming Park is $124,678.80, inclusive of equipment, freight, bonds and installation, as well as a significant discount of $97,826.93, discussed in detail below.

BACKGROUND:

The playground equipment at The Recreation Center at Rob Fleming Park has been enjoyed by countless children during multiple summer, holiday and Spring Break camps, numerous special events, school groups and public use, resulting in significant wear and tear of the playground equipment and necessitating its replacement. The equipment is made from Robinia wood to best fit the aesthetic at the park. Due to the high volume of water that flows through that area, the ground frequently holds water and stays wet and has caused the posts to significantly deteriorate and become unrepairable. The equipment was evaluated by Certified Playground Safety Inspectors (CPSI) who suggested removal and replacement. Township staff contacted the manufacturer, who also inspected the equipment. While the equipment did carry a 10-year warranty, the manufacturer does not want to replace the equipment with the same type of materials due to environmental factors. They are proposing new equipment with steel footers and supports. Considering the earlier than expected deterioration of the old equipment, Kompan has agreed to discount the playground in an amount of $97,826.93. The goal is to replace the original equipment with higher quality materials and components that will last 15 to 18 years.

Funding for this playground replacement will be covered by a positive variance in the 2026 Playground Replacement Capital Projects Budget. More specifically, savings were identified in other completed installations that resulted in approximately $50,000 in savings. Also, the scheduled playground replacement at Meadowlake Park, originally budgeted at $100,000, was inspected and determined to still be structurally sound, has remaining play value and continues to look good, so its replacement was moved to a future date.

The proposal from Kompan (Attachment A) through BuyBoard Contract No. 781-25 brings current creative ideas that yield maximized play value while working within the budget and available space and fit within the park. All equipment meets the most current standards set by the International Playground Equipment Manufacturers Association (IPEMA), American Standards for Testing Materials (ASTM) and Consumer Product Safety Commission (CPSC). BuyBoard is approved by the Township Board for use as a cooperative purchasing program that ensures all costs for products have been competitively bid and assists local governments in meeting all state procurement requirements. The Township has had positive working experiences with this vendor over the past eight years.

RECOMMENDATION:

Award the proposal in the amount of $124,678.80 to Kompan for playground equipment replacement at The Recreation Center at Rob Fleming Park and authorize the President/Chief Executive Officer to execute any necessary contracts as approved to final form by Township legal counsel.

Attachments

Attachment A - Kompan Proposal

EXPOSED TREE ROOTS MUST REMAIN OUTSIDE OF USE ZONE. BRANCHES MUST BE AT LEAST 84-INCHES FROM THE HIGHEST DESIGNATED PLAY SURFACE.

ADA ACCESSIBLE PATH TO SITE IS REQUIRED, PER 2010 ADA STANDARDS (SECTION 206)

MAINTENANCE OF ASTM F1951 COMPLIANT LOOSE FILL SURFACING IS THE RESPONSIBILITY OF THE SITE OWNER TO ENSURE ADA REQUIREMENTS FOR PATH OF TRAVEL.



#	Product Number	Product Name	M.F.H.	Count
A	KSW924-CUSTOM_20505245	Swing Set, 8'H	7'9"	1
B	M700070-xx18P	Villa Playhouse	0'0"	1
C	ELE400024-xx17LG	Spinner Bowl	2'0"	1
D	PCES520966	Cliff Rider W/ Transfer System	6'11"	1
E	M17201-xxP	Horse	1'7"	1
F	CRP812501-CUSTOM_20490658	Explorer Dome	9'8"	1
G	PAR3003-xx01	Sign, Medium 2-5	0'0"	1
H	PAR3003-xx04	Sign, Medium 5-12	0'0"	1

5

TOTAL EWF SURFACING AREA: 3,890 SF
BORDER PERIMETER: 254 LF

ROB FLEMING REC CENTER

6464 Creekside Forest Dr.
The Woodlands, TX 77389
Site Plan - 2-5 & 5-12

0 8 16
1/8"=1'-0" ON 18" x 24" SHEET

MANUFACTURER'S SHOP DRAWING:

FOR USE BY CONTRACTOR, ENGINEER, OR DESIGN PROFESSIONAL OF RECORD. SEE SIGNED SALES PROPOSAL FOR COMPLETE SCOPE TO BE PROVIDED BY KOMPAN OR REPRESENTING AGENCY. CONFIRM FINAL PLAN AND SCOPE WITH KOMPAN SALES REP OR PROJECT MANAGER PRIOR TO USE FOR REVIEW, PERMITTING, OR CONSTRUCTION.

TO BE READ CONTINGENTLY WITH KOMPAN'S STANDARDS FOR SITE PREPARATION, MATERIALS AND INSTALLATION PROCESSES, PROVIDED AFTER EQUIPMENT PURCHASE. A COMPLIANT PLAYGROUND TO KOMPAN'S STANDARDS MUST SATISFY ALL REQUIREMENTS IN THE CODE OF CONDUCT.

SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 5½" OF 3,500 PSI MINIMUM COMPRESSIVE STRENGTH. CONTACT KOMPAN FOR SPECIFIC PRODUCT REQUIREMENTS. ALL COMPOSITE STRUCTURES SHOWN REQUIRE A SITE GRADE OF 2%. MAXIMUM, 1% OPTIMAL. SPECIFICATIONS FOR EACH KOMPAN STRUCTURE MAY BE FOUND AT KOMPAN.COM/KOMPANMASTER

DIMENSIONS OF PLAY AREA, SIZE AND ORIENTATION, LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT AND SITE FURNISHINGS TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

PREPARED AND PRINTED IN USA BY KOMPAN © 2026 KOMPAN, INC. AUSTIN, TX. USA 800-426-9788

KOMPAN

SALES REPRESENTATIVE			
BRADLEY JOHNSON			
REVIEW BY	DRAWN BY	DATE	SHEET
DESIGN	MARNGU	05/13/26	K1.0
REV. NO.	REV. BY	REV. DATE	
5	DANAGU	07/24/26	
REV. NOTES			
EQP			

LAYOUT IS IN ACCORDANCE WITH ASTM F1487

Sales Proposal

Quote No.	SP171789-6
Customer No.	49108
Document Date	07/09/2026
Expiration Date	09/07/2026

The Woodlands Township
Accounts Payable
Michelle Betcher
2801 Technology Forest Blvd
Spring, TX 77381

Sales Representative	Bradley Johnson
Email	brajoh@kompan.com

Project Name US352495 Rob Fleming Rec Center Robinia

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
	Texas BuyBoard 781-25 **Equipment**					
KSW924-CUSTOM	CUSTOM - Swing Frame, 4 Seat, 8 ft H In-ground 90cm 20505245 Total CO_2 Emission 1,922.6 LB (1,922.6 LB/Pieces)	1	Pieces	8,010.00	100.00	
M700070-3518P	Red House - Red In-ground 70cm Total CO_2 Emission 878.4 LB (878.4 LB/Pieces)	1	Pieces	5,590.00	100.00	
ELE400024-3717LG	Spinner Bowl - Lime Green In-ground 90cm Total CO_2 Emission 252.5 LB (252.5 LB/Pieces)	1	Pieces	1,260.00	100.00	
PCES-CUSTOM	Cliff Rider W/ Transfer System 520966	1	Pieces	47,700.00	100.00	
M17201-01P	Horse - Black In-ground 40cm Total CO_2 Emission 221.8 LB (221.8 LB/Pieces)	1	Pieces	860.00	100.00	

Sales Proposal

Quote No.	SP171789-6
Customer No.	49108
Document Date	07/09/2026
Expiration Date	09/07/2026

The Woodlands Township
Accounts Payable
Michelle Betcher
2801 Technology Forest Blvd
Spring, TX 77381

Sales Representative	Bradley Johnson
Email	brajoh@kompan.com

Project Name US352495 Rob Fleming Rec Center Robinia

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
CRP812501-CUSTOM	Explorer Dome 20490658 Total CO_2 Emission 18,041.3 LB (18,041.3 LB/Pieces)	1	Pieces	92,710.00	35.00	60,261.50
INSTALL SPECIAL	Installation of KOMPAN Equipment	1	Pieces	48,960.71429	4.00	47,002.28
FREIGHT	Freight	1	Pieces	14,673.46		14,673.46
US-PERFORMANCE BOND	Payment and Performance Bond	1	Pieces	2,741.56		2,741.56

Notes

Please read attached General Assumptions and Exclusion document for information on Install/Sitework.

Excludes sitework, products, & services not listed.

Assumes site to be accessible & install ready.

Please allow 13 to 15 weeks for product delivery upon order placement.

Equipment is as per Rob Fleming Recreational Center Playground Site Plan V. K1.0-dated Rev. 06.29.26

Description	Qty	Retail Price	Discount	Net Price
No. of Products	6			
Subtotal - Products		156,130.00	95,868.50	60,261.50
Subtotal - Installation		51,702.27	1,958.43	49,743.84
Subtotal - Freight		14,673.46		14,673.46
Total USD				**124,678.80**

Sales Proposal

Quote No.	SP171789-6
Customer No.	49108
Document Date	07/09/2026
Expiration Date	09/07/2026

The Woodlands Township
Accounts Payable
Michelle Betcher
2801 Technology Forest Blvd
Spring, TX 77381

Sales Representative	Bradley Johnson
Email	brajoh@kompan.com

Project Name	US352495 Rob Fleming Rec Center Robinia

Business Agreement	Texas Buyboard
Payment Terms	Net 30 days

Installation Site Address

Rob Fleming Rec Center
6464 Creekside Forest Dr, The Woodlands, TX 77389
Spring, TX 77389

Sales Proposal

Quote No.	SP171789-6
Customer No.	49108
Document Date	07/09/2026
Expiration Date	09/07/2026

The Woodlands Township
Accounts Payable
Michelle Betcher
2801 Technology Forest Blvd
Spring, TX 77381

Sales Representative	Bradley Johnson
Email	brajoh@kompan.com

Project Name US352495 Rob Fleming Rec Center Robinia

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.
Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.
Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.
Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.
Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.
Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

This information required for order placement:

Accepted By (Please Print): _____

Accepted By (Title): _____

Accepted By (signature): _____

Date: _____

Date Equipment needed on site: _____

Bill To: _____
Address: _____
City, State, Zip: _____
Contact: _____
Contact Email: _____
Contact Phone (Office): _____

Ship To: _____
Address: _____
City, State, Zip: _____
Contact: _____
Contact Email: _____
Contact Phone (Office): _____
Contact Phone (Cell): _____

SALES TAX EXEMPTION CERTIFICATE #: _____
(PLEASE PROVIDE A COPY OF CERTIFICATE)

Terms & conditions

1. APPLICATION
These standard terms and conditions of sale ("STC") govern any KOMPAN, Inc. ("KOMPAN") sales proposal, quotation, or other offer ("Sales Proposal") to sell and supply by KOMPAN to a customer (the "Customer") of KOMPAN goods and services (hereinafter referred to as "Products") and the assembly and installation of Products by either KOMPAN or independent contractors retained by KOMPAN to perform such assembly and/or installation ("Services") described in the Sales Proposal that is on the face of this document or in a Sales Proposal that incorporates these STCs by attachment, reference to a copy of the STCs on KOMPAN's website at www.kompan.com, or by delivery of a copy thereof to the Customer.

2. ACCEPTANCE
KOMPAN shall not be bound by this Sales Proposal unless and until an authorized representative of Customer unconditionally accepts the Sales Proposal and these STCs by executing and returning to KOMPAN the acknowledgement of the Sales Proposal. Such acknowledgement shall be received by KOMPAN within five (5) Business days after the date of the Sales Proposal unless the Sale Proposal constitutes a firm offer, in which case the acknowledgement shall be received by KOMPAN within sixty
(60) days. Customer's acceptance of the Sales Proposal is expressly limited to the terms and conditions contained herein and no additional or different terms shall be binding on KOMPAN unless agreed to by KOMPAN in writing either in the accompanying Sales Proposal or in a subsequent written agreement. KOMPAN hereby objects to and rejects any different or additional terms and conditions proposed by Customer in its purchase order of acceptance or otherwise, unless expressly agreed by KOMPAN in writing. Commencement of any work or of any deliveries pursuant to a Sales Proposal shall, in the absence of any written acceptance, be deemed an unconditional acceptance by Customer of these conditions.

3. CONFLICTS
In case of conflict between the provisions contained in the accompanying Sales Proposal and these STCs, the particular provisions in the Sales Proposal shall prevail.

4. LIMITATION OF AUTHORITY
KOMPAN's employees or agents purportedly acting on behalf of KOMPAN have no authority orally (a) to vary, modify or waive expressly or impliedly any of these terms and conditions whatsoever or to make any oral representations as to their effect; or (b) to give advice to Customers as to the suitability of the KOMPAN's Products and units for any specific situation or purpose. It is strongly recommended that all Customers seeking such advice should read KOMPAN's published materials.

5. PRICE AND PAYMENT

(a) Price. The prices of the Products and/ or Services are those set forth in the Sales Proposal or, if not reflected in the Sales Proposal, are the current published prices offered by KOMPAN ("Prices"). The Sales Proposal will indicate, apart from the Prices, other charges such as transport costs, shipping and minimum insurance coverage, to the destination agreed in the Sales Proposal. Unless expressly stated otherwise in writing, Prices in the Sales Proposal are net of all charges relating to sales, use or other taxes or tariffs. Any increases in these charges which may come into force after the date of the Sales Proposal shall be borne by the Customer.

(b) Payment Terms. Unless expressly stated otherwise in writing, invoices for payment will be issued upon acceptance of the Sales Proposal in accordance with the terms set out in the accepted Sales Proposal. If the terms of payments are not set out in the accepted Sales Proposal: (i) 50% of the Price will be due upon acceptance; and (ii) the remaining balance upon shipment in the case of the supply of Products or upon completion of the Services in the case of the provision of Services. The payment of the total value of each invoice shall be made within thirty (30) days starting from the date of invoice unless otherwise expressly agreed in writing.

(c) Payment. Payment for Products must be made to and received by KOMPAN prior to delivery of the Products to Customer unless special arrangements are made in writing with KOMPAN. Where special arrangements are made relating to the payment for Products, notwithstanding anything to the contrary therein, no offsets or retention by Customer shall be allowed. In connection with payment for Services which are considered construction services subject to applicable laws requiring the withholding of retainage until completion of the construction related Services, Customer may retain such applicable retainage pending completion of the Services. Interest shall accrue on all sums due and outstanding at 1 1/2% per month or at the highest rate permitted by applicable law, whichever is less. Such remedy shall be in addition to, and without prejudice to, any further damages and any other remedies for nonpayment which KOMPAN may have at law or in equity.

6. PRICE REVISION
Except in the case of prices quoted in a written Sales Proposal by KOMPAN constituting a firm offer, which shall be good for sixty (60) days from quotation, prices are subject to change without previous notice, and the Customer shall pay for all Products at the prices in effect on the date of shipment. Payment of such increases must precede delivery, and the Customer shall not be entitled to rescind the contract as a result thereof.

7. DELIVERIES
(a) Where delivery periods have been indicated in the Sales Proposal, such periods are estimates only. Although KOMPAN will use its commercially reasonable efforts to deliver the Products promptly, KOMPAN shall not be liable for any delay (howsoever caused) or for any incidental or consequential damages arising therefrom. Customer also shall not be entitled to rescind the agreement for such delay unless expressly provided in the Sales Proposal.

(b) Delivery shall be made to areas readily accessible by truck. KOMPAN reserves the right to charge extra for any special delivery requirements.

(c) The carrier of the Products shall deliver them at a point reasonably accessible by truck. In the event the Sales Proposal is for Products only and not for Services, Customer shall be responsible for offloading, final moving, location, and storage of the Products after delivery. The Customer shall ensure that unloading by the carrier is not delayed. In the event the unloading of the Product is delayed, KOMPAN reserves the right to make a fair charge therefore. In the event the Sales Proposal includes Services, the terms of delivery of such Services are set out in Section 14.

(d) The Customer shall indemnify KOMPAN against all damage to or delay of the carrier's or KOMPAN's vehicles or damage to property belonging to the Customer or to any third party are attributable to accessing the Customer's premises.

(e) Delivery of the Products by KOMPAN shall be scheduled with Customer, and KOMPAN and Customer will make the necessary arrangements for delivery in accordance with such schedule. If delivery is canceled or delayed for reasons outside of KOMPAN's control, including the Customer not being available or prepared to accept delivery when scheduled, KOMPAN may (i) take away the Products and redeliver them at a later date, charging the Customer for any additional expense thereby incurred (including temporary storage, demurrage, and remobilization).

8. RETURNS
Except as agreed to in writing, all items of Product returned will be subject to inspection and approval by KOMPAN prior to acceptance and will result in a restocking charge for all costs associated with the return, but not less than 50% of the full list price of such returned KOMPAN items or 75% for custom or third party items.

9. LIMITED WARRANTY
KOMPAN warrants that the Product(s) described herein and delivered hereunder will be free from defects in material and workmanship and conform to KOMPAN's published specifications and the other express warranties set forth in the Warranty Certificate for the Product(s). This warranty applies only if the Products have been properly installed according to the instructions provided by KOMPAN and maintained correctly according to the KOMPAN Maintenance Manual. This warranty does not cover any damage caused by accident, improper care, negligence by Customer or its invitees, normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.

This limited warranty shall not apply to components which are not manufactured by KOMPAN, in respect of which, KOMPAN shall, to the extent it is able, pass on any warranty given to it by the manufacturer of the component in question. KOMPAN also warrants that any Services shall be performed in a good and workmanlike manner. The Customer shall indemnify and hold harmless KOMPAN against all damages, losses, costs, expenses, claims, demands and liabilities arising out of or related to the use of the Products by the Customer or its invitees and/or use or application by the Customer or its representatives of any information disclosed or provided by or on behalf of KOMPAN. The foregoing limited warranty is exclusive and is in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, except to the extent that KOMPAN expressly gives any such warranty in a separate instrument executed by both the company and its customer.

10. DISCLAIMER OF LIABILITY
The customer acknowledges that KOMPAN exercises no control over the customer's methods of selection, use, resale, installation or construction of the products sold hereunder and the customer therefore assumes all risk of liability for the result obtained from or the safety of any products sold hereunder. In particular, KOMPAN shall not be responsible or liable for, and the customer assumes, all risk of compliance with applicable governmental laws and regulations, and any incidental or consequential damages, losses, or expenses, including without limitation personal injury or property damage to any person, and whether based on warranty, contract, negligence, strict liability in tort or any other applicable legal theory, arising out of the selection, installation, inability to use, or the use of any product, whether alone or in combination with other goods.

11. NOTICE OF CLAIMS
The Customer shall inspect the Products sold hereunder immediately upon receipt thereof. Any claim relating to the Products damaged in transit shall be made within ten (10) days by written notice to KOMPAN. Any claim relating to the quantity of Products shipped shall be made within thirty days by written notice to KOMPAN. All claims other than those relating to the quantities shipped or damage in transit must be made in accordance with the conditions set forth herein. The Customer must submit claims for any damage, defect or discrepancy in the Products supplied as follows, (a) where the damage, defect or discrepancy is visible on inspection, the receipt note must be marked accordingly with written details signed by the Customer or his authorized representative and a written claim must be submitted to KOMPAN within ten (10) days of receipt of the Product, (b) where the damage, defect or discrepancy is not visible on inspection, the claim must be made in writing to KOMPAN within ten (10) days after the Customer learns of the facts upon which such a claim is based, but in no event more than six weeks after receipt of the Products. Written notice from the Customer of a claim hereunder shall be deemed insufficient and ineffective unless such notice includes a list of the identifying code marks on the outside of KOMPAN's shipping container or package, and unless the Customer grants KOMPAN permission to inspect such Products. Any claim not made within the time period and in the manner hereinabove set forth shall be deemed waived. Notwithstanding the foregoing, any legal action against KOMPAN relating to any of the Products sold or Services performed hereunder must be commenced within one
(1) year after the Customer's receipt of the Products sold hereunder or be forever barred.

12. EXCLUSIVE REMEDY
It is expressly agreed that the Customer's exclusive remedy for a breach by KOMPAN of the Limited Warranty set forth herein or for any other claim based upon a defect in the Products sold shall be, at the election of KOMPAN, either repair or replacement of the Product or the making of a fair allowance therefore, provided that the Customer shall have given written notice of such claim within the time period and in the manner set forth in Section 11 hereof. The exclusive remedy for a breach by KOMPAN of the Limited Warranty set forth herein for Services shall be the reperformance of such Services. KOMPAN's liability with respect to any claim whatsoever arising out of the Products delivered or Services performed shall in no event exceed the price paid by the Customer hereunder for the Products or Services giving rise to the claim in question. The foregoing remedy is agreed to be adequate and exclusive, and in no event shall the customer be entitled to any other remedy, whether for personal injury, property damage, business loss, or for any other injury or loss, or for any incidental or consequential damages, whether based on warranty, contract, negligence, strict liability in tort or any other applicable legal theory.

13. TITLE AND RISK OF LOSS
(a) Unless otherwise expressly agreed by the parties, all Products are shipped F.O.B. destination.

(b) Unless otherwise specifically agreed in writing, all risks of loss relating to the Products are transferred to the Customer when the same are delivered to the Customer or its designated representative at the destination named on the Purchase Order. Notwithstanding the foregoing, until payment in full is received by KOMPAN, title and beneficial ownership of the Products shall remain with KOMPAN until either (i) KOMPAN receives payment in full for the Products, or (ii) KOMPAN or its agent removes the Products from the Customer's premises.

(c) Until full payment is received by KOMPAN, the Customer shall keep and store any delivered Products in such a manner that they may be identified as being the property of KOMPAN.

(d) The Customer in entering into a contract with KOMPAN is deemed to have given its irrevocable authority to KOMPAN or its agents to enter the Customer's property or property controlled by the Customer for the purpose of removing the goods in accordance with (b) hereof.

(e) If the Customer shall sell the Products before payment in full is received by KOMPAN the following provisions shall apply: (i) the Customer shall act as principal towards its purchaser and not as agent for KOMPAN; (ii) the Customer shall hold the proceeds of sale up to the amount due to KOMPAN under the agreement as trustee to KOMPAN; (iii) the Customer shall account to the Company for the amount so due; and (iv) until such payment to KOMPAN is paid to KOMPAN, the Customer shall retain the said amount in a separate account to KOMPAN's order.

14. SERVICES; INSTALLATION AND ASSEMBLY
(a) Except where special arrangements have been made in writing for KOMPAN to provide Services to assemble, install or erect Products sold to Customer, such assembly, installation, or erection is the responsibility of the Customer, and KOMPAN accepts no liability whatsoever for defects or damages resulting from the Customer's assembly, installation or erection of the Products or any claims for death or personal injury resulting from any use of the Products to the extent caused, in whole or in part, by such improper assembly or the resulting defects or damages to the Products. In such circumstances, Customer shall indemnify and hold KOMPAN harmless for any liability, damages or costs arising out of or relating to Customer's acts or omissions in accordance with Section 17.

(b) In the event the Sales Proposal includes the purchase of Services, KOMPAN or independent contractors retained by KOMPAN shall install and assemble the Products, the safety surfacing, and the civil works and shall deliver any spare parts to the extent set out in the Sales Proposal. In connection with any sales of Services, the Customer shall promptly notify KOMPAN of any existing installations such as water, gas, communications, electricity, or of any other similar communications or installations which may be affected and/or may suffer damages as a consequence of the work to be carried out at the site or premises where the Products are to be installed. Should the Customer fail to provide such information prior to the commencement of the Services or if KOMPAN or its independent contractors encounter any Unforeseen Conditions, KOMPAN shall not be held liable under any circumstance for any potential or actual damages caused to such installations. In the event KOMPAN or the independent contractor does encounter unforeseen conditions that increase the cost of installation or the provision of the Services, the parties agree to enter into a change order to amend the scope of work and/or the price to be charged therefore prior to the performance of any additional work. "Unforeseen Conditions" means any obstruction which hinders the installation of the Products or the performance of the Services associated therewith which is not visible to the human eye without physical exploration of the site and/or the subsurface conditions (including rock ledges and other underground obstructions).

(c) Upon completion of the Services, the Customer or its designated representative shall inspect the completed Services and sign a Completion Certificate provided by KOMPAN (a form of which is attached as Appendix A) and, if the Customer or its designated representative is not available to take delivery, then KOMPAN or the third party installer will send the Completion Certificate to the Customer. Should the Customer claim that the Services have not been performed in accordance with the accepted Sales Proposal, Customer shall send KOMPAN, within seven (7) days from receipt of the Completion Certificate, a notice ("Notice"), specifying in detail, the faults found in the Services. If the Customer objectively demonstrates the claimed faults, KOMPAN shall remedy the same at its own expense; if, instead, KOMPAN demonstrates that the Services were performed in compliance with the accepted Sales Proposal, the Customer shall be obligated to pay KOMPAN the costs and expenses of the activities carried out by KOMPAN to demonstrate the acceptability of such Services. If the Customer does return a signed Completion Certificate or provide a Notice within seven (7) days from receipt of the Completion Certificate, the Services will be deemed completed to the Customer's satisfaction in all respects.

15. SPECIFICATIONS
KOMPAN reserves the right to vary or withdraw specifications without prior notice and at its discretion to substitute on delivery alternate components (not necessarily identical appearance) which will not affect the performance of the Product concerned.
While every effort will be made to satisfy the Customer's precise color or finish requirements (where relevant), no guarantee can be given that variations in color or finish will not occur between different components. KOMPAN shall in no circumstances be deemed to warrant that any components conform exactly to the color of any sample or illustration seen by the Customer or of any materials and units already in the Customer's possession.

16. COMPLIANCE WITH LAWS. The Customer shall ensure that the intended use of the Products supplied by KOMPAN does not contravene any applicable local, state, or federal laws or regulations and applicable codes of standards organizations, and the Customer or its designated representative shall be responsible for obtaining all licenses or permissions required for such use. Upon request, the Customer shall furnish KOMPAN with certificates of compliance with such applicable laws, regulations, and codes.

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17. INDEMNIFICATION AND ATTORNEY FEES.
The Customer hereby agrees to indemnify and hold KOMPAN harmless for any liability, damages or costs (including reasonable attorney's fees), whether arising out of a suit or claim between KOMPAN and the Customer or a third party, or arising out of or related to the failure of the Customer to perform any of its obligations or comply with any of the conditions contained herein. In the event KOMPAN has to take any action against the Customer to obtain enforcement or compliance with any of the terms or conditions contained herein, the Customer agrees to pay all of the costs and expenses of such action (including reasonable attorney's fees).

18. TERMINATION
(a) A party shall be entitled to terminate this agreement with immediate effect by giving written notice to the other party if:

(i) the other party fails to pay any undisputed amount due under this agreement on the due date for payment and remains in default for 14 days after being notified in writing to make such payment;

(ii) the other party commits a breach of its material obligations under this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after receipt of notice in writing requiring it to do so; or

(iii) the other party becomes insolvent or bankrupt, a receiver is appointed in respect of the whole or any part of the other party's assets or business, or the other party admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, ceases to function as a going concern, or is the subject of an involuntary proceeding in bankruptcy or insolvency and such proceeding is not finally dismissed within 60 days of its institution.

(b) Termination of this agreement shall not prejudice any of the parties' rights and remedies which have accrued as at termination and all payments which have not yet become due shall become immediately due and payable.

19. FORCE MAJEURE
(a) A party shall not be deemed to be in breach of this agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder (save for obligations relating to payment of any sums due) to the extent that such delay or non-performance is due to Force Majeure and the time for performance of that obligation shall be extended accordingly.

(b) For the purposes of these STCs, "Force Majeure" means any cause materially affecting the performance by a party of its obligations under this agreement arising from any act, events, omissions, happenings or non-happenings beyond its reasonable control including, without limitation, acts of God, strikes, lockouts or other industrial disputes, war, terrorism, riot, fire, flood, or any disaster affecting either one of the parties hereto or a third party for which a substitute third party is not reasonably available.

20. APPICABLE LAW; JURISDICTION
This agreement and all disputes or claims arising out of or in connection with this agreement shall be governed and construed by the laws of the state of Texas, excluding its conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this agreement, and its application is expressly excluded. The parties agree any claim or suit arising out of or related to this agreement shall be brought exclusively in either the federal or state courts located in Austin, Travis County, Texas. The Customer consents to the exclusive jurisdiction of such courts.

21. ASSIGNMENT
Except as provided herein, neither party may assign its rights or delegate its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however that KOMPAN may subcontract its obligations to perform the Services to qualified independent contractors without the prior written consent of the Customer. KOMPAN may also assign its rights and obligations hereunder to any of its affiliates upon prior written notice to the Customer. KOMPAN may also assign its rights herein to any company that acquires substantially all of KOMPAN's business to which this agreement relates upon prior written notice to the Customer.

22. GENERAL
(a) Notice. Any notice or other communication required to be given to a party under or in connection with this agreement shall be in writing and shall be delivered to the other party personally or sent by
U.S. certified mail postage pre-paid, recorded delivery, or by commercial courier, at its principal place of business, or sent by facsimile to the other party's main fax number. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid U.S. mail or recorded delivery, on the third business day after deposit, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by facsimile, on the next business day after transmission.

(b) Invalidity. If a court or any other competent authority finds that any provision of the agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part of the provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

(c) Entire Agreement. These STCs replace and supersede any prior communications, agreements and understandings between the parties, whether oral or in writing, concerning the sale and supply of the Products or the Services. These STCs, together with any written modification thereof signed by both parties, and the Sales Proposal to which these STCs are applicable, constitute, the entire terms and conditions constituting the agreement of the parties concerning the sale and purchase of the Products and Services identified in the Sales Proposal. All other terms, conditions, warranties, representations or others matters; whether oral or in writing are excluded and disclaimed.

(d) Waiver. A waiver of any right under this agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

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THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 08/20/2026

SUBJECT MATTER:

Receive, consider and act upon an Interlocal Agreement for Law Enforcement Services with Harris County (C-2026-0506);

FISCAL IMPACT:

This agreement will be in effect from October 1, 2026 through September 30, 2027, aligning with Harris County's fiscal year. The base value of the agreement is $2,301,800 for 17 officers for the term of the agreement, which spans a portion of the Township's 2026 fiscal year and the Township's 2027 fiscal year. The Township budgets for the base agreement and additional funding for overtime initiatives.

BACKGROUND:

The Township currently contracts law enforcement services in the Village of Creekside Park through an agreement with Harris County Constable, Precinct 4. This arrangement allows for a total of 17 personnel, all of whom are Deputy Constables that are 100% dedicated to the Village of Creekside Park. Additionally, funding is available for 1,000 hours of service through independent contracts with Harris County Constable, Precinct 4. These hours are designated for targeted crime prevention initiatives, specialized programs and traffic patrols.

The current agreement aligns with the Harris County fiscal year (October through September) and expires on September 30, 2026. The term of the new agreement will be from October 1, 2026, through September 30, 2027, unless terminated sooner in accordance with the provisions of the agreement.

Based on funding approved in the Township's 2026 budget and included in the 2027 proposed base budget for Harris County Constable, Precinct 4, staff recommends renewing the attached Interlocal Agreement for public safety services. This renewal maintains the base staffing levels at an estimated cost of $2,301,800 for the Harris County fiscal year, covering three months from 2026 funds and nine months from 2027 funds, and incorporates pay parity as approved by Harris County on August 14, 2025.

RECOMMENDATION:

Approve the Interlocal Agreement with Harris County for services provided by the Harris County Constable, Precinct 4, and authorize the President/Chief Executive Officer to execute the agreement as approved to final form by Township legal counsel.

Attachments

Interlocal Agreement with Harris County (C-2026-0506)

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN HARRIS COUNTY AND
THE WOODLANDS TOWNSHIP

THIS AGREEMENT is made and entered into by and between **HARRIS COUNTY, TEXAS** hereinafter referred to as the "County," acting by and through its governing body, the Harris County Commissioners Court, and the **THE WOODLANDS TOWNSHIP** (the "District") acting by and through its governing body.

RECITALS:

This Agreement is made pursuant to Chapter 791 of the Texas Government Code, which authorizes contracts between counties and local governments for the performance of governmental functions and services; and

The District desires to obtain the services of the Harris County Constable Precinct 4 (the "Constable") to provide law enforcement services within District's geographical area as further defined in Exhibit "A".

NOW THEREFORE, the County and the District, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

I.
TERM

1.1 The services to be performed under this Agreement shall begin on October 1, 2026, and end on September 30, 2027. This Agreement can be terminated sooner in accordance with the provisions of Section IV.

II.
SERVICES

2.1 The County agrees to authorize the Constable to provide 17 deputy(ies) to devote one hundred percent (100%) of their working time to provide law enforcement services related to the District's geographical area (the "Area"), as further defined in "Exhibit A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

2.2 As used herein, the phrase "working time" is defined as follows: the usual or normal hours that the Constable's officers are required to work in any calendar month, and does not include any extra or overtime work. The consideration for the law enforcement services provided herein includes a share of the costs to the County for such times when officers are not available. Vacation and sick leave are earned through County service, and funeral leave is a benefit available to County employees. Therefore, "working

time" shall not include vacation, sick leave, funeral leave or other county-benefit leave, and it is not anticipated that the Constable will authorize substitute officers to work within the area when the regularly assigned officers are not available.

2.3 The Constable shall retain control and supervision of the officers performing services under this agreement to the same extent as he does other officers. The District understands and agrees that this Agreement is not intended, nor shall it be construed, to obligate the Constable to assign officers to devote any portion of their working time to the area, including but not limited to circumstances like officer funerals and natural disasters.

2.4 As the Constable retains control and supervision of the officers and services, the District may not, based on late payment or non-payment by one of its members to the District of funds for District operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

III.
CONSIDERATION FOR SERVICES

3.1 The District agrees to pay the County the sum of $2,301,800.00 for 17 deputy(ies) for a total sum of TWO MILLION, THREE HUNDRED ONE THOUSAND, EIGHT HUNDRED AND NO/100 DOLLARS ($2,301,800.00) to be used by the County for the purpose of paying one hundred percent (100%) of the full-time equivalent cost to the County for supplying the law enforcement services, including salaries, benefits, vacation, sick leave, and any additional expenses the County may incur in providing the services under this Agreement. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

The District agrees to make payments on the total sum in installments, which are due and payable, without demand, on the following dates in the amounts set forth next to the dates:

September 20, 2026	$191,817.00
October 20, 2026	$191,817.00
November 20, 2026	$191,817.00
December 20, 2026	$191,817.00
January 20, 2027	$191,817.00
February 20, 2027	$191,817.00
March 20, 2027	$191,817.00
April 20, 2027	$191,817.00
May 20, 2027	$191,817.00
June 20, 2027	$191,817.00
July 20, 2027	$191,817.00
August 20, 2027	$191,813.00

The monthly installments are due and payable before 10:00 a.m. at the office of the County Treasurer, Dept. 101, P.O. Box 4354, Houston, TX 77210-4354. If the County provides the option, payment may be made by same time and date by electronic means to an account designated by the County.

Regarding the first payment due on September 20, 2026, the first payment is due on the latter of September 20, 2026 or five (5) days after the District receives a fully executed copy of this Agreement from the County.

IV.
DEFAULT AND TERMINATION

4.1 The District understands and agrees that if the County does not receive the monthly payments within thirty (30) days of the date due, the County is authorized to terminate this Agreement without further notice. The County's failure to make demand for payments due is not a waiver of the District's obligation to make timely payment.

4.2 If the District defaults in the payment of any obligation hereunder, the District is liable to the County for an interest assessment of one percent (1%) on the unpaid amount. Interest shall thereafter compound monthly at one percent (1%) on unpaid amounts and interest assessments from the date of default until paid. This interest is in addition to any monies due for law enforcement services rendered hereunder. Interest on all past due amounts shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, charged, or received under law. Any interest in excess of that maximum amount shall be refunded. The District is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the District is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the District's sole remedy is termination under Section 4.4.

4.4 Either party may terminate this Agreement prior to the expiration of the term set forth in this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. The County will submit an invoice to the District showing the amounts due for the month in which termination occurs. The District agrees to pay the final invoice within ten (10) days of receipt.

4.5 If this Agreement is terminated at any time other than at the end of a contract month, the monthly installment or payment for such contract month will be prorated, less any unpaid amounts and interest under Paragraph 4.2.

4.6 In the event the Constable informs Commissioners Court and the District in writing that due to position vacancy or elimination occurring on or after October 1, 2026, the Constable cannot or will not provide 17 deputy(ies) to devote one hundred percent (100%) of their working time to provide law enforcement services related to the District's

geographical area, and provided that the District has prepaid its sum and further provided that such notice from the Constable identifies that such vacancy or elimination was of a position that served or facilitated service to the District, the District shall receive a refund equal to the number of days between the date of the Constable's notice and a subsequent meeting of Commissioners Court at which Commissioners Court amends or terminates the Agreement.

V.
NOTICE

5.1 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the parties at the following addresses:

To the County: Harris County
Harris County Administration Building
1001 Preston, Suite 610
Houston, Texas 77002
Attention: Clerk, Commissioners Court

with a copy to: Constable Mark Herman
Harris County Constable
6831 Cypresswood Drive
Spring, Texas 77379

To the District: The Woodlands Township
2801 Technology Forest Blvd.
The Woodlands, Texas 77381

5.2 Either party may designate a different address by giving the other party ten days' written notice.

VI.
MERGER

6.1 The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

VII.
MISCELLANEOUS

7.1 This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

7.2 Unless otherwise consented to and approved by Commissioners Court, agreement modifications that increase funding, personnel positions or geographical area can only be approved on a quarterly basis, and the effective date must coincide with the beginning of a pay period. Agreement modifications that decrease funding, personnel positions or geographical area may be approved at a regularly scheduled meeting of Commissioners Court, and the effective date must coincide with the end of a pay period, unless otherwise agreed to by the parties.

7.3 This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

7.4 This Agreement is not in effect until it has been signed by the District and it has received the approval by the Harris County Commissioners Court and the Constable.

APPROVED AS TO FORM:

ABBIE KAMIN
County Attorney

By */s/ Tiffany Dulaca*
Tiffany Dulaca
Assistant County Attorney
C.A. File No. 26GEN2630

HARRIS COUNTY

By _____
LINA HIDALGO
County Judge

Date Signed: _____

APPROVED:

_____
MARK HERMAN
Harris County Constable Precinct 4

ATTEST:

THE WOODLANDS TOWNSHIP
(District)

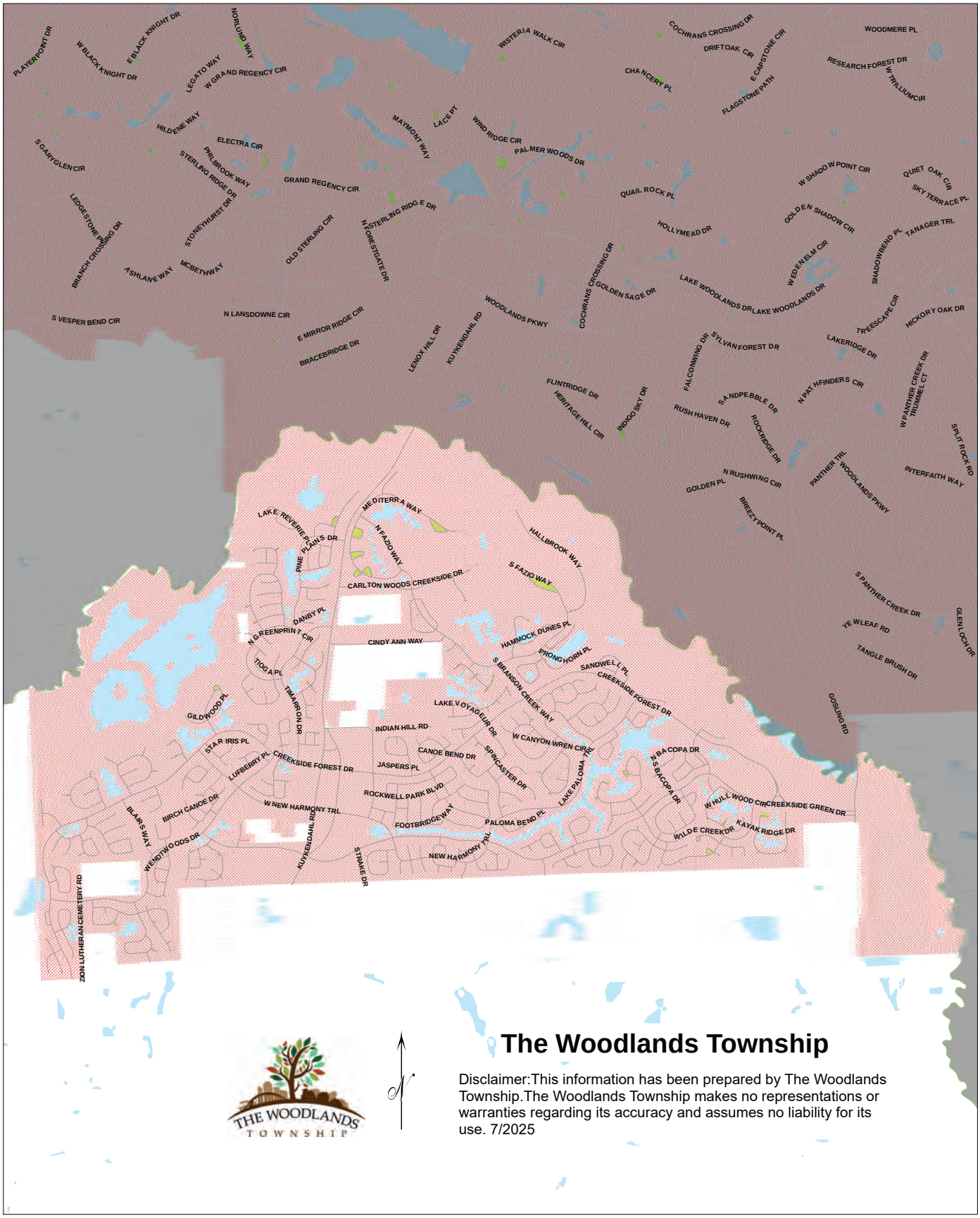
By _____
Title:_____

Date Signed: _____

APPROVED AS TO FORM:

By _____
Attorney

Exhibit “A”



The Woodlands Township

Disclaimer:This information has been prepared by The Woodlands Township.The Woodlands Township makes no representations or warranties regarding its accuracy and assumes no liability for its use. 7/2025

ORDER OF COMMISSIONERS COURT
AUTHORIZING AGREEMENT WITH THE WOODLANDS TOWNSHIP

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____ _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING INTERLOCAL AGREEMENT
WITH THE WOODLANDS TOWNSHIP
FOR LAW ENFORCEMENT SERVICES

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	☐	☐	☐
Comm. Ellis	☐	☐	☐
Comm. Garcia	☐	☐	☐
Comm. Ramsey, P.E.	☐	☐	☐
Comm. Briones	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Interlocal Agreement, for a total Agreement sum of $2,301,800.00, with THE WOODLANDS TOWNSHIP for law enforcement services on a fee basis. The Interlocal Agreement is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.

2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

C.A. File No. 26GEN2630

THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 08/20/2026

SUBJECT MATTER:

Receive, consider and act upon an award of contracts for Video Production Services (C-2026-0451);

FISCAL IMPACT:

Video production services will be utilized on an as-needed basis and expenditures will be made within current and future approved budgets. Services provided by contracted vendors will be billed according to the applicable fee schedules submitted with respective proposals. No minimum level of expenditure or volume of work is guaranteed under either contract.

BACKGROUND:

The Woodlands Township has historically utilized contracted video production services to meet its video production needs. In 2023, the Township transitioned much of its video production in-house while continuing to utilize contracted services to supplement staff capacity, provide additional resources and support specialized projects. Silver Rock Productions served as the Township's contracted video production provider under the most recent agreement, which expired earlier this year and prompted a new competitive procurement process in accordance with purchasing requirements.

In June, the Township issued a Request For Proposals (RFP) for Video Production Services to solicit one or more qualified vendors to provide supplemental video production as needed. Contracted services may be used to accommodate multiple concurrent projects, provide specialized production expertise, supplement staffing resources or support departmental projects that exceed the capacity of the Township's in-house team. The RFP allowed the Township to award contracts to multiple vendors when determined to be in the Township's best interest.

Proposals were evaluated by a four-member evaluation committee using the criteria established in the RFP. Evaluation factors included vendor capability and responsiveness, quality and relevance of work samples, pricing and overall value, experience with municipalities and comparable organizations and references and past performance. Following the evaluation process, staff recommends awarding contracts for professional video production services to both Bella Media and Silver Rock Productions.

Bella Media demonstrated strong overall capabilities, competitive pricing, local availability and extensive experience producing content for municipalities and public agencies. Its portfolio demonstrated experience across a broad range of content anticipated by the Township, including recruitment videos, vertical social media content, educational videos and event coverage.

Silver Rock Productions demonstrated strong capabilities, competitive production pricing, extensive familiarity with The Woodlands and a history of successful work for the Township. Its local presence, existing library of Woodlands footage and familiarity with the community provide additional value for projects requiring quick turnaround, event coverage and supplemental footage.

Awarding contracts to both firms will provide the Township with greater production capacity, flexibility and access to complementary resources. Staff will be able to select the appropriate vendor based on the scope, schedule, production requirements and available budget for each project. Services will be requested on an as-needed basis according to the established rate schedules, with no guaranteed minimum quantity of work.

RECOMMENDATION:

Award contracts for professional video production services to Bella Media and Silver Rock Productions and authorize the President/Chief Executive Officer to execute all necessary agreements as approved to final form by Township legal counsel.

Attachments

Video Production Services Evaluation Results

THE WOODLANDS TOWNSHIP

Request for Proposals (RFP) | Video Production Services C-2026-0451 | Evaluation Results

Background

The Woodlands Township has historically utilized contracted video production services to meet its video production needs. In 2023, the Township transitioned much of its video production in-house while continuing to utilize contracted services to supplement staff capacity, provide additional resources and support specialized or higher demand projects. The Township's most recent agreement for these services was with Silver Rock Productions. Upon expiration of that agreement earlier in 2026, the Township published a procurement process in accordance with purchasing requirements.

The Township issued RFP Video Production Services C-2026-0451 to establish one or more qualified vendors for professional video production services on an as needed basis. The solicitation was intended to provide additional production capacity, specialized expertise and support for departmental projects beyond the capacity of the in-house Communications team. The RFP expressly allowed the Township to award contracts to one or multiple vendors.

Evaluation Process

Nine proposals were reviewed by a four-member evaluation committee. Each evaluator independently scored the proposals using the weighted criteria established in the RFP.

Evaluation Criteria	Weight in Points
Vendor capability, personnel, equipment, resources and responsiveness	25
Quality, creativity and relevance of work samples	25
Pricing and overall value	25
Comparable municipal, public agency or nonprofit experience	15
References and past performance	10
TOTAL	**100**

Scoring Summary

The table below summarizes the committee results using the average of the four independent evaluations and the resulting overall rank.

Vendor	Average Score	Overall Rank
Bella Media	94.5	1
Silver Rock Productions	89.75	2
Film Lab	89.5	3
Timber Pictures	86.5	4
MDG Productions Inc.	84.5	5
SE Media – Simon Yap	83.25	6
VideoVets	83	7
Beachhead Films	77.75	8
WonderLenz Studios	75.75	9

Selection Summary
Bella Media received the highest committee average at 94.50. Evaluators consistently identified strong staffing and production resources, local availability, a broad portfolio aligned with Township needs, competitive pricing and substantial experience with municipalities and public agencies. The firm demonstrated experience with recruitment, vertical social media, educational content and event coverage.

Silver Rock Productions received the second highest committee average at 89.75. Evaluators noted the firm's previous successful work with the Township, longstanding local presence, familiarity with The Woodlands, existing Woodlands footage and competitive production pricing. These factors provide continuity and practical value for quick turnaround assignments, event coverage and supplemental footage needs.

The committee also recognized strong capabilities among other respondents. Bella Media and Silver Rock Productions, however, provided the strongest overall combination of qualifications, value, relevant experience, local responsiveness and ability to complement the Township's in-house production capabilities.

Recommendation
Staff recommends awarding the Video Production Services RFP C-2026-0451 to both Bella Media and Silver Rock Productions. Awarding contracts to both firms will provide additional production capacity, flexibility and complementary resources while allowing staff to select the appropriate vendor based on project scope, schedule, production requirements and available budget. Services will be utilized on an as needed basis with no guaranteed minimum quantity of work. The President and CEO will finalize and execute separate agreements with each vendor, including the applicable rate schedules and other terms and conditions necessary to implement the contracts.

THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 08/20/2026

SUBJECT MATTER:

Receive, consider and act upon a change in broker/consultant for employee insurance benefits (C-2026-0507);

FISCAL IMPACT:

Proposed fees/compensation are less than current; potential to see savings on benefit insurance costs.

BACKGROUND:

The Woodlands Township, like many municipalities of similar size, engages the professional services of a broker/consultant to procure employee benefit insurance products, such as medical, dental, vision and life insurance. The Township has contracted with Gallagher as an employee benefits broker/consultant for over 10 years. With insurance costs continuing to rise at unprecedented rates, staff requested proposals from multiple firms to ensure the Township is receiving optimal broker/consultant services. Proposals from the firms below were reviewed by a committee of Human Resources and senior staff. All four firms participate in purchasing cooperatives, which ensures that fees and services have already been negotiated for best prices through a competitive bid process that is compliant with the Township's procurement requirements. Broker/Consultants were evaluated on the following factors: public sector experience, strategy and cost management, scope of services, systems and technology, open enrollment facilitation, reporting and benchmarking, compliance and risk mitigation and fees/compensation. All firms demonstrated the capability to provide products/services comparable to current. The committee recommends Higginbotham Public Sector based on a high score and the best price through PACE Cooperative Contract No. P00210.

Broker Consultant	Score	Estimated Annual Cost*
Gallagher	115	$191,715
HUB International	181	$131,277
Lockton	216	$145,325
Higginbotham Public Sector	***217***	***$128,800***

*Estimated Annual Cost includes broker/consultant fee and related benefits administration fees.

RECOMMENDATION:

Approve Higginbotham Public Sector as the broker/consultant of record for Township employee benefits and authorize the President/Chief Executive Officer and Director of Human Resources to negotiate final terms and scope of services as approved to final form by Township legal counsel.

THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 08/20/2026

SUBJECT MATTER:

Receive, consider and act upon proposed installation of cell tower(s) on Township-owned property (C-2025-0243);

FISCAL IMPACT:

To be determined.

BACKGROUND:

The Woodlands Township seeks to address critical wireless coverage and network capacity deficiencies through the deployment of cellular tower sites within the Township. On April 23, 2026, the Board of Directors awarded a bid to Diamond Communications to lease up to ten Township properties for the construction of cellular towers. The sites below are under consideration:

Rob Fleming Recreation Center
Cattail Park
Terramont Park
Tamarac Park
Shadowbend Park
Windvale Park
Lakeside Park
Bear Branch Sports Fields
Alden Bridge Sports Park
The Woodlands Fire Department Emergency Training Center

Diamond Communication will initially execute a lease option for plots at Terramont Park, Cattail Park and Rob Fleming Recreation Center, each approximately 50' x 50', with the below terms. Site plans and tower elevations are attached.

Option Consideration

- **Initial Term**: $1,000 for 12 months of exclusive option rights
- **Renewal Terms**: $1,000 per additional 18-month renewal period (Optionee can extend multiple times)
- The Optionee (Diamond Towers V LLC) pays these flat fees to hold the option without commitment to lease.

Rent Schedule Once Lease Is Exercised

- **Base Monthly Rent**
  - **Greater of two options** (Lessee pays whichever is higher each month)**:**
    - **Fixed Rent**: $1,250/month, increasing 3% annually on each Rent Commencement anniversary, OR
    - **Revenue Share**: 40% of "Sublease Fees" from the first broadband sublessee/sub-licensee

Sublease Revenue Sharing
The percentages listed below will be allocated once Lessee subleases space on the tower to other operators. "Sublease Fees" include all rents, licenses, and fees actually received by Lessee, excluding utilities and taxes separately identified in subleases.

Tenant	Revenue Share
1st Broadband Sublessee	**40% of Sublease fees to Lessor**
2nd Broadband Sublessee	**50% of Sublease fees to Lessor**
3rd Broadband Sublessee	**55% of Sublease fees to Lessor**
Any Non-broadband Sublessee	**75% of Sublease fees to Lessor**

One-Time Fee

$50,000 due when all three conditions are met:

1. Building application approved for Tower Facilities
2. Initial sublease fully executed
3. Construction of Tower Facilities commences

Lease Term and Duration

- **Initial Term**: 10 years from Commencement Date
- **Renewal Options**: Five separate 5-year renewal terms for a total potential 35-year lease
- **Auto-renewal**: 60 days before expiration, unless Lessee notifies Lessor of intent to non-renew
- **Holdover**: Month-to-month, if Lessee remains after termination

The three proposed sites are considered parkland. If the Board decides to move forward with the lease option and lease agreement, a public hearing is required under Texas Sec. 26.001, Parks & Wildlife Code. A notice will be posted at least 30 days in advance of the hearing. Notice must be given to the public by publishing a notice once a week for three consecutive weeks. The last days of publication must not be less than one week or more than two weeks before the date of the hearing. The notice must be published in a newspaper of general circulation, and such paper must be published at least six days a week in the county where the land proposed to be used or taken is situated.

RECOMMENDATION:

Schedule a public hearing on September 17, 2026, regarding proposed cell tower(s) installation on Township-owned property.

THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 08/20/2026

SUBJECT MATTER:

Receive, consider, and act upon an adjacent resident's concerns about Northshore Park;

FISCAL IMPACT:

Depending on the options chosen, costs range from existing staff time to a capital expense of up to $500,000. If additional staff is identified as an option, estimated cost is $36,996 per year.

BACKGROUND:

At the June 25, 2026 Board of Directors Meeting, a resident from the Windward Cove community shared comments and concerns related to sound and lighting coming from the Northshore Park volleyball courts. Over the past 20 years, this resident has voiced concerns about noise and sound coming from the park and has suggested various resolutions to his complaints, which includes, but is not limited to, moving the volleyball courts to the other side of the park and shutting off lights at the park no later than 9:00 p.m. In response to this resident's concerns, the Board of Directors and staff have worked to minimize impact of the noise and sound to the adjacent neighbors.

Northshore Park

Northshore Park, built in 1985, is a 7-acre facility located directly on Lake Woodlands in the Village of Panther Creek. While no original plans for the park have been located, a 1989 aerial photo identified a volleyball court with lights as part of the original infrastructure. (Attachment A - Timeline of park development and development around the park)

The park serves the community as a town-wide park and, as such, is host to many community events and residents consider it the "crown jewel" of the park system or the community's central park, resulting in frequent informal/social use. Northshore Park includes a stage area and three pavilions, one of which overlooks the Lake. It also includes a playground with play modules with swings geared towards two-to-five-year-olds and five-to-12-year-olds, two volleyball courts, five docks, an internal pathway system, two areas with exercise equipment, a large grass area for community events and general leisure activities, a large picnic area with picnic tables and grills and a restroom facility. The park is also home to the Woodforest Boat House, which hosts two rowing clubs, Rowing Club of The Woodlands and Parati Competitive Rowing, as well as a community kayak storage facility.

Development Around Northshore Park

One of the hallmarks of park development in The Woodlands was the establishment of the parks prior to the development of adjacent homes. The parks were used to attract people to purchase homes and enhance the overall quality of life in the community. The approach also allowed community members to recognize the potential impact of the park on their respective quality of life, both positive and negative. Northshore Park was originally built in 1985, and the neighborhoods adjacent to it were developed more than 10 years later, including Herald Oaks in 1997 and Windward Cove in 1999. (Attachment B - Map of Northshore Park and development/property transfer timelines)

Lighted Facilities
The Township has an extensive parks and recreation system that includes 151 parks; 80 tennis courts, 78 of which are lighted; 19 pickleball courts, all of which are lighted; 28 basketball courts, 21 of which are lighted; six dog parks, all of which are lighted; seven skate parks, four of which are lighted; eight volleyball courts, two of which are lighted; 44 multipurpose sports/ball fields, 32 of which are lighted; six splashpads, four of which are lighted; Bear Branch Multipurpose Rink and 14 pools, all of which have an overhead lighting system. The amenities in Town Center, which includes Town Green, Riva Row, Waterway Square and Hughes Landing, are lighted and adjacent to high-density residential areas. Overall, lighted recreation amenities are a standard in the Township's Parks and Recreation infrastructure. This allows the community to use these facilities at night during the heat of the year and during daylight saving time.

Per Township Order 019-09, all lighted facilities are permitted to be used until 11:00 p.m. Over the years, the Parks and Recreation Department has received requests from residents who live adjacent to parks with lighted facilities that some facilities be closed after dark, play not be permitted after a certain hour or light fixtures be removed. These facilities include Bear Branch Sports Park, May Valley tennis/basketball courts, Sundance tennis courts, Falconwing Park sportsfields, Rob Fleming Aquatic Center, Ridgewood Tennis courts/playground and Wendtwoods tennis/basketball courts.

While there is an extensive system of lighted facilities in The Woodlands, lighting is not illuminated unless someone is on the court/field. There are two ways to have the lights turned on. First, for fields, a user contacts the Parks and Recreation Department to reserve a field and pay a fee for the field and lights. The reservation is entered into the lighting system and lights are turned on about 15 minutes before the reservation and turned off about 15 minutes after the reservation, which allows safe ingress/egress from the field. For court lights, users press a button at the courts to activate the lights. This can only occur after dark but not past 11:00 p.m. After about one hour, an alarm is activated, which consists of a buzzer/blinking lights, to warn the user to press the button again if they desire to play longer. Over the years, the Parks and Recreation Department has tried to mitigate the noise/light complaints by adding trees between the park and the homes, adding light shields/baffles to reduce light spill, creating Park Ranger “hot spots”, and removing “buzzers/bells” from play features. ***To date, no changes have been made to facility hours of operation.***

Volleyball Courts
Specifically related to volleyball, there are nine courts in the community. Three of the courts are lighted, two of which are at Northshore Park. Other courts have passive light systems where light from an adjacent building is used by community members to play volleyball. These courts have a single light fixture (one per court) which is a low level of lighting compared to a tennis court that has up to nine fixtures per court.

Township Orders
Township Order 019-09 is an Order that provides for the effective management of the Township's owned, operated or maintained land, which includes community parks. The Order was approved in November 2009 and was modeled from the Park Rules developed by the Township’s predecessor organizations. Many of the rules and regulations date back to the early 1980s, including park hours. If a Township Order is to be changed, it must be done through a public hearing process. The Township Orders that are pertinent to this discussion related to park hours and noise in the park state:

- “Park hours are from dawn to dusk unless specifically posted otherwise or designated herein. Lighted play courts and sports fields (e.g., tennis, basketball, soccer) close at 11 p.m.…”
- “Except in the case of Special Events produced by or permitted by the Township, it shall be unlawful for any person to use, operate or allow to be used or operate any device for the production of Amplified Sound in such a manner as to disturb the peace, quiet, comfort or enjoyment of persons within any Park. The operation of any such Amplified Sound device in such a manner as to be plainly audible at a distance of one hundred feet (100’) or more from the source of the sound shall constitute a violation. For the sound to be “plainly audible”, words or phrases need not be distinguishable, and bass reverberations are sufficient. This prohibition may be waived pursuant to a Special Event permit issued by the President or his designee if the event normally includes sound production, such as concerts, fireworks displays or similar events.

- Per the Special Event Policies and Procedures regarding permitted amplified sound: All Other Parks (Including Northshore and Rob Fleming) – Three hours maximum of amplified sound is permitted for live continuous music. Amplified sound cannot be used earlier than one hour after sunrise and no later than two hours after sunset of the day of the permit, which shall not exceed past 9:00 p.m. for all parks except Rob Fleming, whose cut off is 10:30 p.m.
- To address resident/fishing conflicts in the East Panther Creek area, The Woodlands Community Association, identified a specific area within Northshore Park as a "night" fishing area which is memorialized in the Township Order.

Why 11:00 p.m.

The Woodlands Township permits lighting at designated parks and recreation facilities until 11:00 p.m. to maximize public access to community assets and accommodate residents with varying work, school and family schedules. Evening lighting provides additional opportunities for informal recreation and organized leagues to use the facilities when daytime facility use is limited by high temperatures. Furthermore, consistent operating hours provide predictability for residents, program participants and staff responsible for scheduling, maintenance, inspections and facility closures.

Allowing lighted parks and recreation facilities to remain open until 11:00 p.m. gives residents the opportunity to participate based on their schedule. It should be noted that work patterns have also changed, with many residents working flexible hybrid, remote or non-traditional schedules. Recreation is no longer limited to the traditional period immediately after a standard 8:00 a.m. to 5:00 p.m. workday. Longer commutes, evening family responsibilities, school activities and varied work schedules may prevent residents from accessing parks and recreation facilities during earlier hours. Providing the current schedule reflects the community's active lifestyle and recognizes that recreation schedules must adapt to seasonal heat and changing patterns of work and daily life.

Previous Noise and Use Mitigation Strategies

Updates to Northshore Park have been made over time. The 2007 through 2009 renovation added parking spaces, field lights and a second volleyball court. At that time, the volleyball light was changed to a push-button operation, allowing for lights to be on only if someone physically pushes the button. Throughout the park system, light timers are on a one-hour limit. Upon the end of the time period, a buzzer is triggered to remind users to extend their time, if so desired. If the button is not pressed, the lights go off. The buzzer was not installed at this park due to concerns from residents.

From 2015 through 2017, Northshore Park underwent a $3 million-dollar renovation. Following an extensive public process, which included input from the overall community and surrounding neighborhoods, the renovation included re-alignment of the parking lot, additional dock space, development of Woodforest National Bank Boat House, a new playground, expansion of green space, updated restrooms, walking trail, a boardwalk near the water's edge, updating the pavilions and a new stage. To address adjacent residents' concerns during the renovation and at other times, the following have been implemented:

- Development of a new stage angled 11 degrees to the north-east, away from residents. The stage also included walls to further dissipate sound away from homes. Approximate Cost: $226,119, not including demolition of the previous stage and electrical service/fixtures.
- Additional reforestation along the western boundary of the park. Approximate Cost: $15,000, in addition to the reforestation in the original park master plan.
- No renovation to the volleyball courts, including lights, curbs, drainage, improved net standards, due to the proximity of the courts to residents.
- Implemented a prohibition of commercial events at all parks except for Town Green and the three sports complexes.

In 2021, there was a series of comments made to the Board about noise and lights from the volleyball court, resulting in the following actions:

- Signage: Installed "Kindly Respect the Neighbors" signage at strategic locations on the western edge of the park near the volleyball courts and restrooms. (Attachment C)

- Relocated Programs: Directed contracted fitness providers not to use the pavilion and volleyball areas for classes. These programs were relocated to the parking lot and overlook area at Northshore Park.
- Lighting: Identified that the light control box may have been tampered with to allow extended use after 11:00 p.m. Locks and tamper-proof hardware installed.
- Park Ranger Visits: During this period, Northshore Park was identified as a “hot spot” and received routine visits by Park Rangers. Between January 1, 2021, and August 31, 2021, the park was visited by Park Rangers 367 times. Of those times, 153 were after 8:00 p.m. Additionally, Town Center Rangers visited the park in the early morning to check the Woodforest Bank Boat House. Other Parks and Recreation staff also routinely checked on the park during the day as it is a heavily used park.

Earlier this year, there was another series of comments made to staff about the noise and lights at the park and the following actions were taken:

- Installed shields on the lights at the volleyball court to reduce any potential of glare or spillover. (Attachment D)

On Call Supervisor Program

The Parks and Recreation Department has maintained an on-call supervisor program for more than 25 years. The goal of this program is to handle emergency issues within the parks system and to address resident concerns in a timely manner. The On Call Supervisor leverages the Park Rangers and Town Center Rangers to address issues after hours and on weekends. (Attachment E - List of noise complaints throughout the park system since early 2024) The majority of the calls were related to major tournaments that occurred at Gosling Sportfields and Falconwing Park.

Park Rangers

As Northshore Park is one of the most heavily visited parks in the system and there have been concerns from adjacent residents about use of the park during evening hours, the Parks and Recreation Department has made a concentrated effort to provide additional oversight and management of the park. The following data, compiled by the Park Rangers, shows they visited Northshore Park 540 times between January 1, 2026, and July 17, 2026:

- January 2026: 60
- February 2026: 84
- March 2026: 107
- April 2026: 77
- May 2026: 89
- June 2026: 63
- July 2026, through July 17: 60

The following data shows 345 visits by the Park Rangers during the same time period but only in the nighttime hours:

- 7:01 p.m. – 7:59 p.m.: 57
- 8 p.m. – 8:59 p.m.: 49
- 9 p.m. – 9:59 p.m.: 50
- 10 p.m. – 10:59 p.m.: 92
- 11 p.m. – 11:59 p.m.: 97

Options

Staff identified the following options that resident concerns and balance the issues of community access to park infrastructure and neighbor impact.

- Option 1 — Amend the Order to prohibit lights on at the volleyball courts at Northshore Park past 9:00 p.m. Amending the Township Order requires a Public Hearing at a future meeting.
- Option 2 — Amend the Order to close Northshore Park to all activity at dusk or at a specific hour. Amending the Township Order requires a Public Hearing at a future meeting.
- Option 3 — Remove the lights from Northshore Park volleyball courts. It should be noted that lights within the park will be on, thus permitting certain activities in the park until 11:00 p.m.

- Option 4 – Implement a dedicated Park Ranger at the park from 7:30 p.m. to 11:30 p.m. to provide enhanced rule enforcement. Estimated cost is $36,996 per year ($25.34 per hour including benefits x 4 hours per day x 365 per year). No other park has this level of service and could set a precedent for issues related to park user/resident conflicts.
- Option 5 — Further enhance the Northshore Park "hot spot" program by Park Rangers to ensure compliance with Orders related to sound/noise. The hot spot program ensures more frequent visits to a park without stationing a staff member at the facility. The Town Center Rangers' night shift, 11:00 p.m. until 4:00 a.m., would be assigned to check the park prior to making their way to Town Center, which is typically between 11:00 and 11:15 p.m.
- Option 6 — Add lights to three existing volleyball courts at other parks less likely to impact residential properties, such as Alden Bridge, Shadowbend and Sawmill Parks. This may help disburse the concentration of volleyball play away from Northshore Park. The estimated cost is $100,000 or $33,000 per park.
- Option 7 — Develop a new multi-court lighted volleyball complex within the park system. The estimated cost is $500,000, which would include courts, lighting and site amenities. Once built, the park user/conflict could be re-examined and, if warranted, close/remove the lights at Northshore Park.

Moving the courts to the east side was not identified as an option as approximately 4,500 square feet of land is needed. This would greatly impact the usage of the park for larger community-wide events and informal park use. Additionally, the east side of the park facilitates the drainage from the west side of the park on the way to Lake Woodlands.

RECOMMENDATION:

Board to determine action.

Attachments

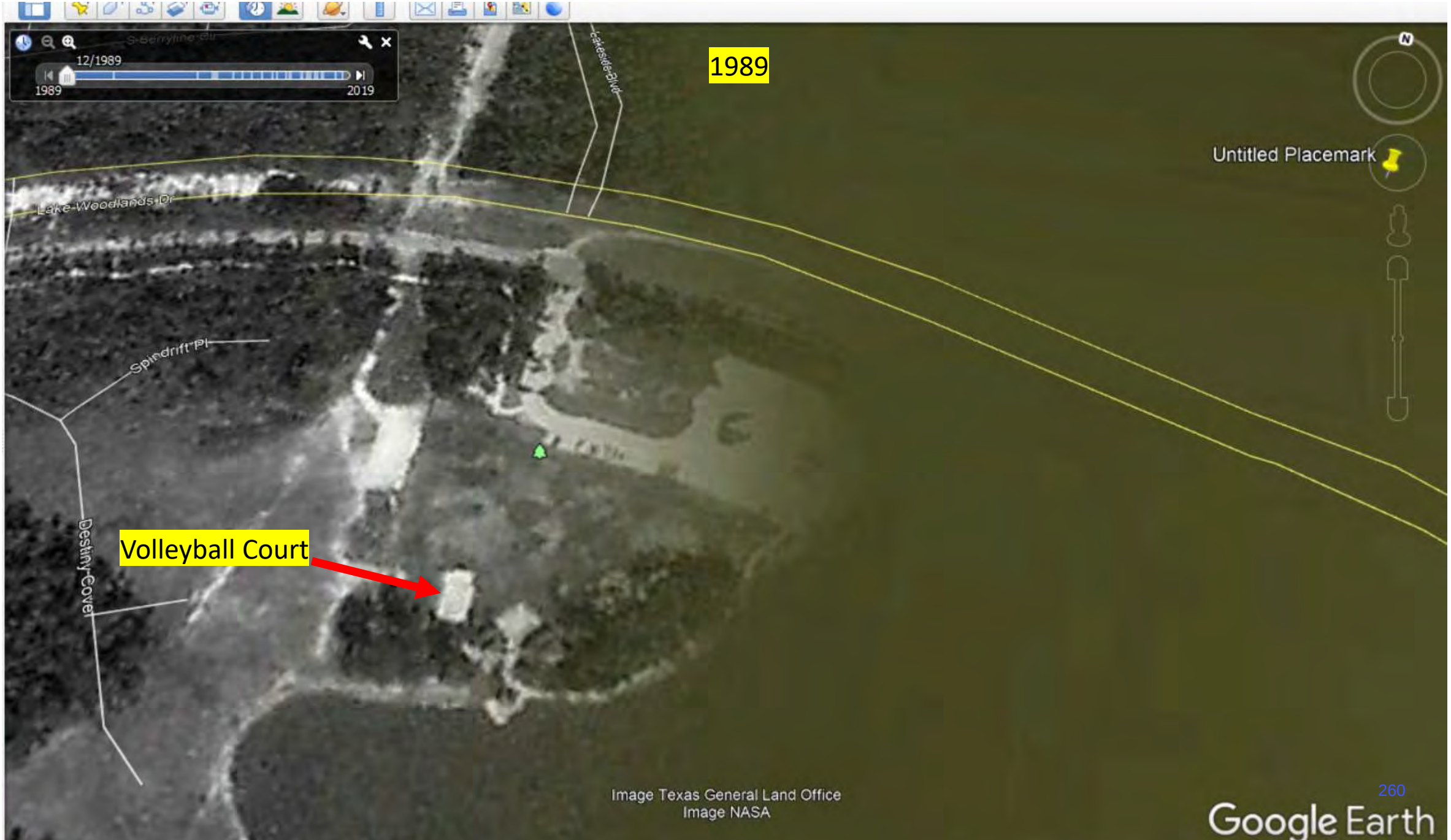
Attachment A - Northshore Park Development (1989 - 2026)

Attachment B - Northshore Park Area Residential Development (2026)

Attachment C - Northshore Park Kindly Respect The Neighbors Signage

Attachment D - Northshore Park Volleyball Court Light Shields and Light Readings

Attachment E - On-Call Supervisor Call Log with Northshore Park Noise Complaints Highlighted (2024 through Year-to-Date 2026)


12/1989
1989
2019
1989
Lakeside Blvd
Lake Woodlands Dr
Spindrift Pl
Destiny Cove
Volleyball Court
Untitled Placemark
N
Image Texas General Land Office
Image NASA
Google Earth

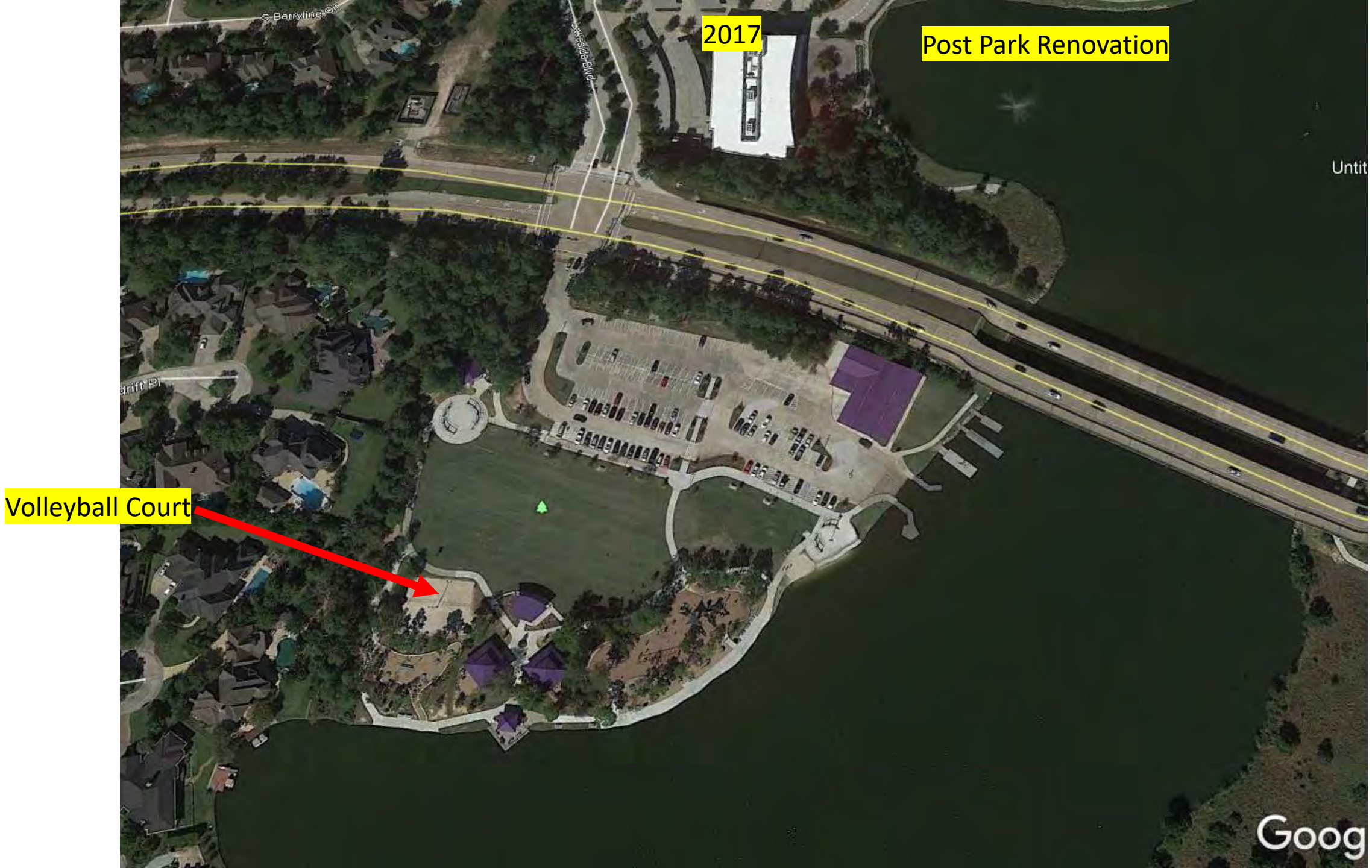

1/1995
1995
Untitled Placemark
Lake Woodlands Dr
Spindrift Pl
Destiny Cove
Volleyball Court
Image U.S. Geological Survey
Google Earth


1/1995
1995
Untitled Placemark
Lake Woodlands Dr
Spindrift Pl
Destiny Cove
Volleyball Court
Image U.S. Geological Survey
Google Earth


2/2004
1989
2019
2004
Untitled Placemark
Lake Woodlands Dr
Spindrift Pl
Destiny Cove
Volleyball Court
Image U.S. Geological Survey
Google Earth


2008
Parking Lot Expanded
Volleyball Court

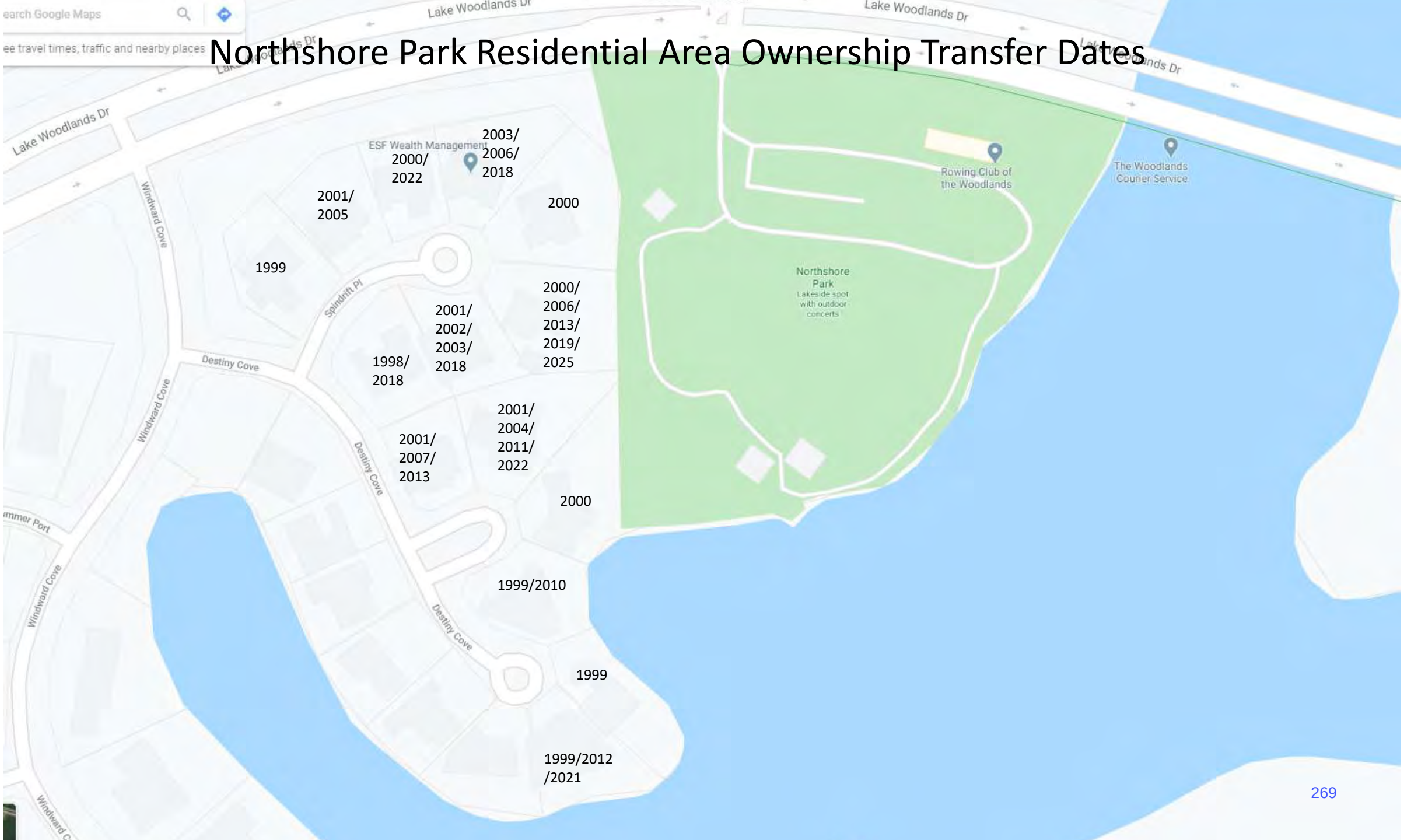

2009
2nd Volleyball Court Added
Volleyball Court
Texas Orthoimagery Program


2017
Post Park Renovation
Volleyball Court


12/2019
2019
2020
Lake Woodlands Dr
Spindrift Pl
Northshore Park
Volleyball Court
Destiny Cove
Dappled Sun Pl
Google Ea


3/2025
2025
Lake Woodlands Bridge
Rowing Club of the Woodlands
Northshore Park
Northshore Park
Art Bench
Volleyball Court
Flight to the Sun - Art Bench
Image © 2026 Airbus

Northshore Park Residential Area Ownership Transfer Dates




KINDLY
RESPECT
THE
NEIGHBORS







Light readings at the tree line of the park were taken post shield installation. All read 0.0 candle foot(s)



Volleyball area from parking lot

Date	Day of Week	Month	Time	OCS	Caller Name	Location/Caller Address	Incident	Action Taken
6/24/2026	Wednesday	June	9:18 p.m.	LSM	Windward Cove Resident	Windward Cove Resident	Music at Northshore volleyball court very loud and it is after 9 p.m.	On Call PR - Richey
6/23/2026	Tuesday	June	9:24 p.m.	LSM	Windward Cove Resident	Windward Cove Resident	Music at Northshore volleyball court very loud and it is after 9 p.m.	On Call PR - Molegraaf
5/10/2026	Sunday	May	4:12:00 PM	SGallegos	Charol	Gosling Sportsfields	Caller had complaint regarding event and air horns being used twice.	sent ranger to find air horns and advise park goers they are not allowed
4/7/2026	Tuesday	April	6:57:00 PM	JD	Resident	Gosling Sports Fields	Said that the Gosling Sportfield had a lot of amplified noise	Recreation Center called a Park Ranger
3/20/2026	Friday	March	7:49:00 PM	BB	Resident	Gosling Sports Fields	Someone playing amplified music.	Advised Ranger Steven
3/14/2026	Saturday	March	10:30am	jpearson	Gosling sports field	Marisco pl/Gosling sports	Caller reporting music at gosling sports field	asked non permitted players to turn off music
3/8/2026	Sunday	March	2:00pm	Jpearson	Indigo sky resident	Falconwing	Caller reporting loud trainhorns and overly loud crowds	Went out and found that the lacrosse event just ended and that why it was so loud. couldnt fidn any trianhorns but mot people had left by the time i got there
3/8/2026	Sunday	March	2:24pm	Jpearson	Indigo sky resident	Falconwing	Caller reporting loud trainhorns and overly loud crowds	Went out and found that the lacrosse event just ended and that why it was so loud. couldnt fidn any trianhorns but mot people had left by the time i got there
3/8/2026	Sunday	March	2:30pm	Jpearson	Indigo sky resident	Falconwing	Caller reporting loud trainhorns and overly loud crowds, also wanted to ask why the feilds are always booked closest to the houses. wanted to give a suggestion.	Went out and found that the lacrosse event just ended and that why it was so loud. couldnt fidn any trianhorns but mot people had left by the time i got there, i told her to call on monday to talk with special events
3/7/2026	Saturday	March	7:00am	Jpearson	Marisco pl Resident	Gosling Sports/marisco	Caller Reporting Music at Gosling at 8:55amand requesting music be turned off at 11:55	i was already monitoring the event sound
3/7/2026	Saturday	March	1:00pm	Jpearson	Endzone 7v7	Gosling sports field	Endzone event staff saying they are getting complaints about restrooms being locked, and aslo she asked about the pemit sound rules	Before i got there she said nevermind they are locked, explained the rules
3/7/2026	Saturday	March	3:11:00 AM	Jpearson	Marisco pl Resident	Gosling Sports/marisco	Caller reporting music at gosling sports field	Sent Steven out he will update here:
2/14/2026	Saturday	February	8:42am	Jpearson	Reident	Marisco pl/Gosling sports	Caller Reporting that there is amplified sound and loud yelling at gosling, and that she thinks its ridiculous how we allow events, and wanted to complain	Explained the 3 Hour rule. told her to call on Tuesday to give a formal complaint
2/14/2026	Saturday	February	9:30am	Jpearson	Reident	Marisco pl/Gosling sports	Caller Reporting that there is amplified sound and loud yelling at gosling, caller also stated that i would be fired and that she is calling the commisoner. and she wanted to meet someone out at the field to complain	Explained the 3 Hour rule. told her to call on tuesday to give a formal complaint
2/14/2026	Saturday	February	10:09:00 AM	Jpearson	Reident	Marisco pl/Gosling sports	Caller was very upset about the music and loud people at the park, she wanted me to turn the music off and have everyone be quiet because her parents are ill and if they need to go to the hospital its my job, caller was very irate and irritated and wasnt letting me speak	Tried to explain the rules and that they have a permit. but ended up having to end the converstation by asking if" there is anything else other than this issue i can help you with, ive given you all the info i can and to call on tuesday if any questions. and she hungup
2/14/2026	Saturday	February	10:27am	Jpearson	Reident	Marisco pl/Gosling sports	Caller was very upset about the music and loud people at the park, she wanted me to turn the music off and have everyone be quiet because her parents are ill and if they need to go to the hospital its my job, caller was very irate and irritated and wasnt letting me speak was personally attacking me saying she would have my job over and over screaming.	Tried to explain the rules and that they have a permit. but ended up having to end the converstation by asking something similar to" there is anything else other than this issue i can help you with, ive given you all the info i can and to call on tuesday if any questions. she said no im not done and she hungup
1/28/2026	Wednesday	January	9:10 p.m.	LSM	Resident	Falconwing Park	Resident lives next to Falconwing Park - Fields are loud. Wants to know how long reservation will be out	Permit states 9:30 p.m.
12/27/2025	Saturday	December	1:12pm	JPearson	Marisco resident	Marisco Resident	caller Stated that the people are still playing music "right now"	Explained that i am right next to the speaker and there is no sound and it is unplugged, and she still said there was loud bass music. i explained that whatever bass she is hearing has to come from her neighbors and she said her neighbors arent home. i had to end this conversation due to her being confrontational by asking is there anything else i can help you with.
12/27/2025	Saturday	December	3:30PM	Sgallegos	Marisco resident	Marisco Resident	Caller stated that there was amplified sound in the park coming from two vehicles.	Found 1 vehicle with truck open playing music. Crowd at pavilion and pump station were louder than noise. Took meter readings and fowarded to daniel. Asked group to turn music off.
12/13/2025	Saturday	December	7:00am	jpearson	Tranquil path resident	Falconwing	Soccer players playing amplified music on the field	Was at location unlocking Pickleball and i heard it too, Explained the rules to the people playing amplified music
11/30/2025	Sunday	November	2:00pm	Joearson	Tranquil path resident	Falconwing Feild	Caller reported loud train horns and other noise makers/ they also expressed deep displeasure in the event at Falconwing due to the amount of traffic and noise.	Came out to location and stopped all noisemakers. Also send messages to internal chat groups
11/30/2025	Sunday	November	2:00pm	Joearson	Tranquil path resident	Falconwing Feild	Caller reported loud train horns and other noise makers/ they also expressed deep displeasure in the event at Falconwing due to the amount of traffic and noise.	Came out to location and stopped all noisemakers. Also send messages to internal chat groups
11/29/2025	Saturday	November	2:00pm	Joearson	Tranquil path resident	Falconwing Feild	Caller reported loud train horns and other noise makers/ they also expressed deep displeasure in the event at Falconwing due to the amount of traffic and noise.	Came out to location and stopped all noisemakers. Also send messages to internal chat groups

11/29/2025	Saturday	November	2:00pm	Joearson	Tranquil path resident	Falconwing Feild	Caller reported loud train horns and other noise makers/ they also expressed deep displeasure in the event at Falconwing due to the amount of traffic and noise.	Came out to location and stopped all noisemakers. Also send messages to internal chat groups
11/28/2025	Friday	November	2:00pm	Joearson	Tranquil path resident	Falconwing Feild	Caller reported loud train horns and other noise makers/ they also expressed deep displeasure in the event at Falconwing due to the amount of traffic and noise.	Came out to location and stopped all noisemakers. Also send messages to internal chat groups
10/15/2025	Wednesday	October	10:37:00 PM	JDavis	Resident	North Shore Park	Guy called about loud music at NS park	
5/6/2025	Wednesday	May	9:30pm	BK	Resident	North Shore	Loud Music at Northshore Park	Called on duty Park Ranger and asked if they could go look at it.
3/15/2025	Saturday	March	11:10am	Jp	Resident	BBSF/Trillium	Called About BBSF Amplified Sound, Fighting, and urination in park. He stated he called multiple times Previously but on call didnt forward properly and the line just rang	Went to location Enforced Permit Rules, Talked with resident who was on location
3/14/2025	Friday	March	11:28:00 PM	SG	Resident	Gosling SF	Caller advised that there was a group of people in the parking lot and being loud	found cricket team and let them know the park was closed.
3/9/2025	Sunday	March	12:02:00 AM	RR	Resident	Grogans Mill	Noise complaint excessive loud music over 3 hours coming from ferridge and n mill end	Referred to Sherrif non-emergency line
3/7/2025	Friday	March	7:01:00 PM	SG	Residen	Gosling Sportsfeild	Resident complaint for amplifid sound.	sent Ranger Garner to investigate, found no speakers
3/7/2025	Friday	March	9:15:00 PM	Sg	Resident	Wendtwoods Park	Amplified sound at basketball court	Sent ranger gore to turn off sound
3/2/2025	Saturday	March	12:15:00 AM	Sh	Resident	BBSF	caller advised that they could hear screaming from the park, investigated and found a group of teenagers in	
2/15/2025	Saturday	feb	4:00:00 PM	sg	Resident	Gosling	caller complained that the amplified sound was carrying over into the neighborhood and disturbing residents	askee tournament to turn down the speakers
2/12/2025	Wednesday	February	9:49 p.m.	LSM	Resident	BBSF	Soccer players blasting music from car in BBSF parking lot for over 2 hours	Called Park Ranger
10/21/2024	Monday	October	7:53:00 PM	TT	Windward Cove Resident	Windward Cove Resident	Missed Call - Amplified sound from volleyball court	Discussed with Pam. Volleyball program.
3/24/2024	Sunday	March	1:09:00 AM	MM	Resident		Caller wanted to file a noise complaint for neighbors loud party.	Notified Resident that they would need to contact MCSO in order to address any noise complaints as TWT cannot enforce noise ordinances.

THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 08/20/2026

SUBJECT MATTER:

Receive, consider and act upon the extension of the Holiday on The Waterway program to include the addition of a three-night holiday fireworks and entertainment series funded by Visit The Woodlands;

FISCAL IMPACT:

Visit The Woodlands has approved funding in an amount not to exceed $55,000 from its fund balance for the extension of the Holiday on The Waterway program to include the addition of a three-night holiday fireworks and entertainment series for 2026 and subsequent years. Township staff time, infrastructure and operational support would be provided through existing resources and contracts. Note: These estimated costs do not include funding for additional law enforcement requirements, which will likely cost at least $10,000 per event night.

BACKGROUND:

Holiday on The Waterway was established as a free, self-guided seasonal experience that transforms The Woodlands Waterway into a festive and walkable destination for residents and visitors. The program encourages guests to explore The Waterway, view holiday lighting and displays, take photographs, visit nearby businesses and use the complimentary Town Center Trolley. The program experienced significant growth during the 2025/2026 season. Pathway counters along the primary lighted corridor recorded 209,033 trips between November 21, 2025, and January 4, 2026, compared with 120,289 trips during the previous season, a 73.78% increase. Across four counter locations, total recorded movement reached 297,668 trips. Trolley ridership also increased from 31,044 passenger trips in 2024 to 38,901 passenger trips in 2025, representing a 25% increase. Visit The Woodlands and Township staff discussed opportunities to build upon the success of Holiday on The Waterway by adding limited-duration destination programming that encourages overnight stays and increases spending at area hotels, restaurants, retailers and entertainment businesses.

In July 2026, the Visit The Woodlands Board of Directors authorized the allocation of up to $55,000 from its fund balance for a three-night holiday fireworks and entertainment series in December 2026. The allocation is contingent upon final approval of the program by The Woodlands Township Board of Directors. The proposed program would include three two-hour evening events on selected December dates. Each event would pair a fireworks display with a live concert or similar entertainment component. Combining fireworks with live entertainment would create a more complete visitor experience, extend the duration of attendance and provide additional opportunities to promote overnight stays. The anticipated cost is approximately $15,000 to $17,500 per event night and includes fireworks, band and sound. Note: These estimated costs do not include funding for the additional law enforcement presence that would be required. Tentative dates for these programs are December 4, 11 and 18, 2026, which are Friday evenings. The program expansion would support the following objectives:

- Increase awareness of Holiday on The Waterway as a regional destination experience.
- Generate measurable hotel room nights during a seasonal shoulder period.
- Increase restaurant, retail, hospitality and entertainment spending.
- Encourage visitors to extend their time in The Woodlands.
- Strengthen the community's identity as a year-round visitor destination.
- Provide an enhanced seasonal experience for residents and visitors.

RECOMMENDATION:

Approve the extension of the Holiday on The Waterway program to include the addition of a three-night holiday fireworks and entertainment series funded by Visit The Woodlands.