

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF MONTGOMERY, TEXAS AND
TRI POINTE HOMES TEXAS, INC.

This FIRST AMENDMENT BETWEEN THE CITY OF MONTGOMERY, TEXAS AND TRI POINTE HOMES TEXAS, INC. (the "Agreement") is entered into between TRI POINTE HOMES TEXAS, INC., a Texas corporation, its successors or assigns ("Developer"), and THE CITY OF MONTGOMERY, TEXAS ("City") to be effective on the date on _____, 2025 (the "Effective Date").

RECITALS

The Developer and the City have entered into the Development Agreement dated July 9, 2024, to provide for the orderly, safe and healthful development of the Tract. The Parties desire to enter into this Amendment in order to modify certain development obligations.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein as well as other good and valuable consideration, the sufficiency of which is acknowledged by the parties, the City and Developer agree as follows:

1. **Exhibit C**, Description of Water Line and Oversized Water Line to serve the Tract and Description of Lift Station and Force Main to serve the Tract, is amended to account for the relocation of the Public Sanitary Sewer Lift Station. See revised **Exhibit C** attached hereto.
2. Section 2.1 c. Wastewater Treatment Facilities., is amended to add the following provision to account for temporary bypass pumping:

"Temporary Bypass Pump. In the circumstance that the Lift Station is not completed and functioning at the time the Developer is ready to commence home construction, Developer shall have the option to provide a temporary bypass pump setup to deliver sanitary sewer flow to a City approved downstream manhole outside the site of the existing Lift Station No. 5. Developer shall install a temporary bypass 2-pump system configuration with an auto-dialer which calls to a third-party operator, to be contracted by the Developer. Developer shall contract with the City's contract operation company for the duration of the bypass pumping. Prior to Developer being permitted to install the Temporary Bypass Pump, Developer shall provide a financial guarantee to the City in the amount of \$50,000 to cover the cost of bypass pumping which is to be used only in the case that the Developer fails to adhere to their maintenance and operations stated below. The total or the balance of the \$50,000 financial guarantee shall be returned to the Developer within 30 days of the date the Temporary Bypass Pump system is removed from operation. The Developer shall assume all responsibility for maintenance and operations for the

bypass pumping and will be solely liable for any TCEQ violations that may occur as a result of the bypass setup. Pursuant to the terms of this Agreement, Developer may begin construction of homes in Section 1 of the Tract limited to 65 building permits authorized by the City."

- 3. Voter Housing. Notwithstanding any other provision of this Agreement to the contrary, a mobile home, trailer, or manufactured housing ("Housing"), at the option of the Developer, may be placed on the Property to house voters for an election confirming the creation of a municipal utility district, and shall be subject to all applicable City permits. Such Housing shall not remain on the Property for a period of time exceeding twelve (12) months.
- 4. Except as specifically amended in this Amendment, the Agreement shall remain in full force and effect in accordance with its original terms and conditions. In the event of a conflict, the terms of this Amendment shall control.

Executed by the Developer and the City to be effective on the Effective Date.

TRI POINTE HOMES TEXAS, INC., a Texas corporation

By: _____
Name: Collins Pier
Title: Vice President of Land Acquisition and Development

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this _____ day of _____, 2025, by Collins Pier, Vice President of Land Acquisition and Development of Tri Pointe Homes Texas, Inc., a Texas corporation.

Notary Public, State of Texas

CITY OF MONTGOMERY, TEXAS

Sara Countryman, Mayor

ATTEST:

Ruby Beaven, City Secretary

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

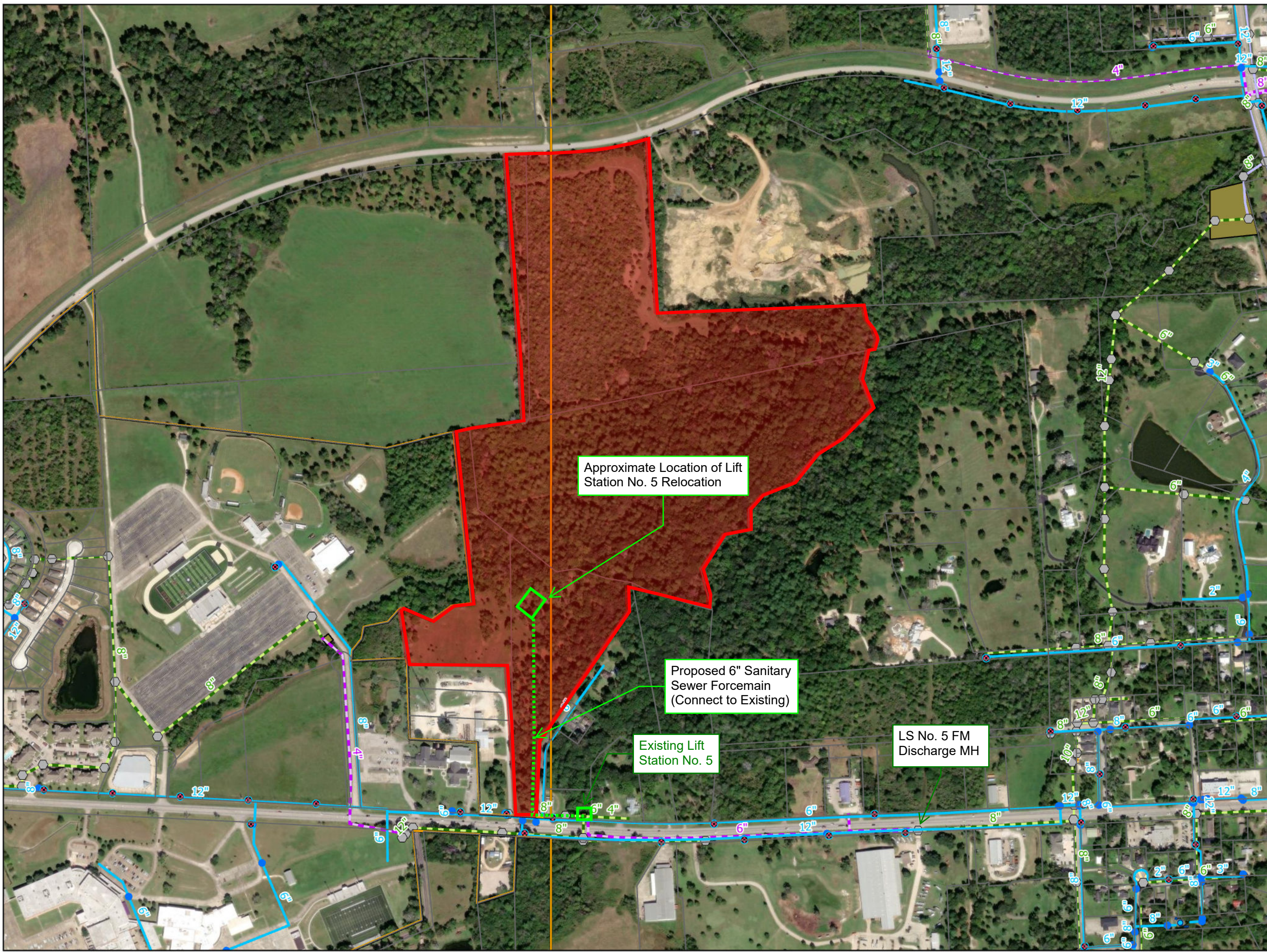
This instrument was acknowledged before me this _____ day of _____, 2025,
by Sara Countryman, Mayor, City of Montgomery, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT C

Description of Water Line and Oversized Water Line to serve the Tract and Description
of Lift Station and Force Main to serve the Tract



- Legend**
- Cheatham-Stewart Tract
 - City ETJ
 - City Limits
 - Tax Parcel
- Water Infrastructure**
- Hydrant
 - Water Main Valves
 - Water Main
 - Water Plant Facility
- Sanitary Sewer Infrastructure**
- Sanitary Sewer Manhole
 - Sanitary Sewer CCTV
 - Sanitary Sewer Gravity Main
 - Sanitary Sewer Lateral
 - Sanitary Sewer Pressurized Main
 - Sanitary Sewer Water Treatment Plant

Tri Pointe Development

Exhibit C



Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.

