

FIRST AMENDMENT TO  
WASTEWATER PUMP AND HAUL SERVICES AGREEMENT  
(JDS Old Plantersville Road LLC)

This FIRST AMENDMENT TO WASTEWATER PUMP AND HAUL SERVICES AGREEMENT (the "Amendment") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date") between the **City of Montgomery, Texas**, a Type A general law municipality (the "City") and **JDS Old Plantersville Road LLC**, a Texas limited liability company (the "Developer"). The City and Developer are hereinafter sometimes referred to as a "Party" and collectively as the "Parties." The Parties agree as follows:

RECITALS

The Developer and City have entered into the Wastewater Pump and Haul Services Agreement, effective March 11, 2025 (the "Agreement") to provide for the provision of pump and haul wastewater services in order to allow for construction of model homes by homebuilders while the Water Line and Force Main Project were under construction.

The Water Line project is complete but certain Wastewater Infrastructure is still under construction and not fully accepted by the City.

The Parties desire to enter into this Amendment in order to modify certain provisions of the Agreement so that Pump and Haul services may be extended to allow for builders to obtain building permits for construction of homes within the Property until such time as the Wastewater Infrastructure is complete.

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. Article I, Section 1.02 *Definitions*, is amended to revise the definition of "Subdivision":

"Subdivision" means the homes to be constructed within the Property, as shown on Exhibit A.

2. Article IV, *Third-Party Inspector and Water Services*, is no longer applicable

as the City Water Line has been completed, accepted by the City, and the City is now providing the Property with metered water.

3. 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.

(Signature Pages to Follow)

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

**CITY:**

**CITY OF MONTGOMERY, TEXAS,**  
a Type A general law city

By: \_\_\_\_\_

Name:

Title:

**ATTEST:**

By: \_\_\_\_\_

Name:

Title:

**DEVELOPER:**

**JDS Old Plantersville Road LLC,**  
a Texas limited liability company

By: Memorial Developer Services Inc., a  
Texas corporation, its manager

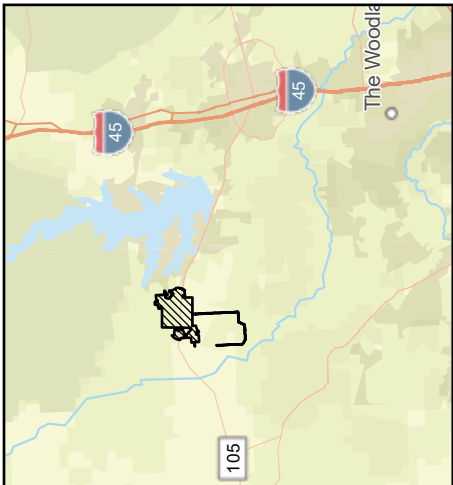
By: \_\_\_\_\_

Name:

Title:

Exhibit  
Briarley Phase 1A  
Section 1, 2, and 3 Development Location





Legend

- City Limits
- ETJ

Tract Boundaries

- Briarley Phase 1A Section 1

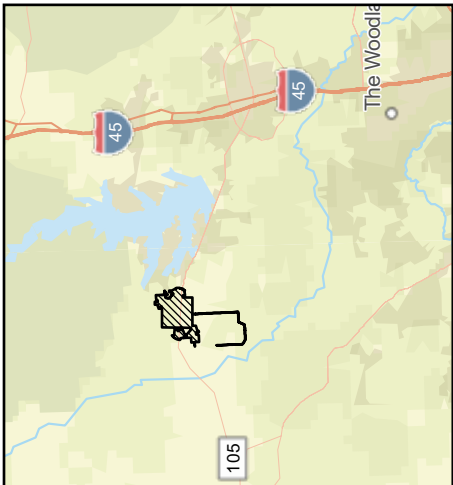
Briarley Phase 1A  
Section 1  
Development Location



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.







Legend

City Limits

ETJ

Tract Boundaries

Briarley Phase 1A  
Section 1

Briarley Phase 1A  
Section 2  
Development Location

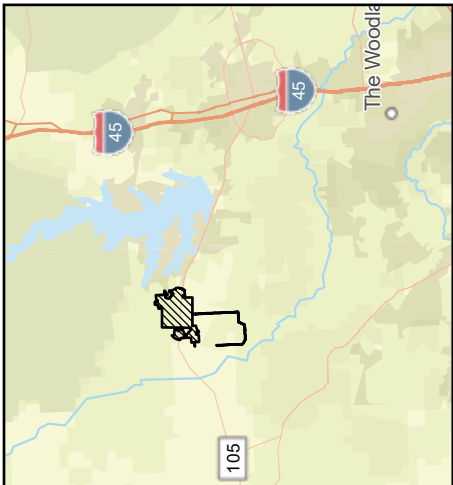


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WGA







Legend

- City Limits
- ETJ

Tract Boundaries

- Briarley Phase 1A Section 1

Briarley Phase 1A  
Section 3  
Development Location



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