

**WASTEWATER PUMP AND HAUL SERVICES AGREEMENT**  
**(JDS Old Plantersville Road LLC)**

This Wastewater Pump and Haul Services Agreement (the "Agreement") is made and entered into, effective as of the \_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date") by and 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") for the provision of pump and haul wastewater services including collection, transportation, treatment, and disposal in accordance with all applicable City code provisions, ordinances, building codes, construction standards, and any other regulation properly adopted by the City, as may be amended. The City and Developer are hereinafter sometimes referred to as a "Party" and collectively as the "Parties." The Parties agree as follows:

**RECITALS**

**WHEREAS**, Developer owns approximately 208 acres of land located in Montgomery County, Texas, within the City limits of the City (the "Property"), which is subject to the Development Agreement between the City of Montgomery, Texas and Redbird Meadow Development, LLC dated May 10, 2022, as amended by the First Amendment thereto, effective August 8, 2023 (the "Development Agreement");

**WHEREAS**, Developer intends to develop the Property as a residential development project, as further described in the Development Agreement, and in order to effectively market and sell new homes to residents, Developer requests City to permit the construction of six (6) model homes (the "Subdivision");

**WHEREAS**, the provision of water and wastewater service requires the construction of a Water Line and Force Main Project, as the term is defined in the Development Agreement, by the City;

**WHEREAS**, Developer has requested that the Developer be allowed to contract and make available wastewater collection, transportation, treatment, and disposal services to the Subdivision, by pump and haul, while the City completes the Water Line and Force Main Project with the capability of serving the Property;

**WHEREAS**, Developer has agreed to pay all of the costs of pump and haul service, including any fees or other charges paid or payable to the City's operator, bookkeeper, attorney and/or engineer in connection with the preparation or administration of this Agreement (collectively, the "Developer Costs"); and

**WHEREAS**, the City and Developer desire to set forth, in this Agreement, the terms and conditions governing the provision of pump and haul wastewater service by the Developer to the Property.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## I. INCORPORATION OF RECITALS AND DEFINITIONS

### 1.01 RECITALS INCORPORATED.

The above and forgoing recitals are incorporated herein and made a part of this Agreement for all purposes.

### 1.02 DEFINITIONS.

Capitalized terms used in this Agreement shall have the meanings set forth in this section, unless otherwise defined in this Agreement or in the Development Agreement, or unless the context clearly requires another definition.

"City Code" means the Code of Ordinances, City of Montgomery, Texas containing all development-related regulations including, but not limited to, zoning and land use, site and design standards, and historic preservation standards, as may be amended.

"City Council" means the City Council of the City.

"City Administrator" means the appointed official or his/her designated agent charged with directing the administration of the City.

"City Wastewater Improvements" means the Force Main Project required for the City to provide wastewater services to the Property.

"Contractor" means \_\_\_\_\_, a Texas limited liability company, that has or will contract with the Developer to provide pump and haul wastewater services to the Property, subject to City approval.

"Effective Date" means the date set forth in the first paragraph of this Agreement has been duly executed by the Parties.

"ESFC" means that amount of water or wastewater, as applicable, set by the City that constitutes an Equivalent Single Family connection, which amount may be changed from time to time. At the time of this Agreement, an ESFC of water means 300 gallons per day and an ESFC of wastewater means 200 gallons per day.

"Property" means the approximate 208 acres of land located in Montgomery County, Texas, within the City limits of the City.

"Pump and Haul" means the method for the provision of Wastewater Services by the Developer or Contractor that utilizes the pumping of wastewater for vehicular transport to a point of disposal.

"Subdivision" means the six (6) model homes to be constructed by homebuilders within the Property, as shown on Exhibit A.

"Water and Wastewater Infrastructure Completion Period" means the period commencing upon the Effective Date of this Agreement and expiring on the completion and acceptance of the City Water and Wastewater Improvements both onsite and offsite.

"Wastewater Service(s)" means the collection, transportation, treatment, and disposal of wastewater from the Property.

## **II. BUILDING PERMITS**

### **2.01 ISSUANCE OF BUILDING PERMITS.**

The Developer may obtain building permits for the Subdivision until the expiration of the Water and Wastewater Infrastructure Completion Period, as defined above, subject to full compliance with the following terms and conditions:

- (a) Developer is in compliance with the terms and conditions of this Agreement.
- (b) All other conditions for issuance of a building permit as set forth in applicable local (as modified by this Agreement), state, or federal regulations have been met.

### **2.02. SUSPENSION OF PUMP AND HAUL SERVICES.**

In the event that at any time the conditions in Section 2.01 or any other provision of this Agreement are not met, this Agreement shall terminate immediately along with the Developer's right to Pump and Haul wastewater disposal from the Subdivision.

## **III. WASTEWATER SERVICES**

### **3.01 PUMP AND HAUL SERVICE PROVIDED**

Developer shall demonstrate to the City that the Developer has a current contract with a Pump and Haul provider that meets the requirements of this Agreement within three (3) business days of the Effective Date of this Agreement. The Developer, at its sole cost and expense, shall cause wastewater from the Subdivision to be Pumped and Hauled and disposed of in a manner that is compliant with applicable local, state, and federal regulations, and that does not result in any spills, leaks, or detriment to the public health, safety or welfare, until such time that the City Wastewater Improvements are completed and operational. The Pumping and Hauling shall occur when the wet well at onsite lift station (City of Montgomery Lift Station No. 16) reaches the Flowline Elevation (which is 265.00' or approximately 38% full), or every sixteen (16) days, whichever occurs first. Upon completion of the City Wastewater Improvements by the City and upon confirmation that the Wastewater Improvements are fully operational, the City agrees to make available Wastewater Service to the Property.

### **3.02 PUMP AND HAUL PROVIDER.**

- (a) Written approval by the City Administrator of the Contractor is required, which approval shall not be unreasonably withheld, conditioned or delayed.

- (b) The Developer shall further maintain with the City Administrator and City engineer at all times the Contractor's current contact information and designated representatives who are available twenty-four (24) hours a day to respond to complaints or issues related to wastewater disposal.
- (c) The Developer further agrees that the Contractor shall have the facilities necessary to dispose of the wastewater from the Subdivision.
- (d) The Developer agrees that at no time will City wastewater facilities be used for Pump and Haul wastewater disposal from the Subdivision.

### **3.03 RECORDS.**

The Developer shall make commercially reasonable efforts to cause the Contractor to maintain complete records of the Pump and Haul service provided, and the Developer shall maintain with the City Administrator and City Engineer a copy of any reports required by applicable state and federal regulations, related to providing Pump and Haul services.

### **3.04 TRANSITION OF SERVICES.**

The City and Developer shall reasonably cooperate to smoothly transition wastewater service from the Developer to the City upon completion of the City Wastewater Improvements.

## **IV. THIRD-PARTY INSPECTOR AND WATER SERVICES**

### **4.01 THIRD-PARTY INSPECTOR AND WATER SERVICES.**

Upon execution of this Agreement, Developer shall retain a third-party inspector, with approval by the City Administrator, to be present on-site at all times while construction operations are underway in the Subdivision to prevent theft of City owned water. City agrees to authorize a meter to be connected temporarily to a fire hydrant during construction operations in lieu of installing a temporary service line until the expiration of the Water and Wastewater Infrastructure Completion Period. **Exhibit A** depicts the location of the meter for temporary connection. Developer assumes responsibility for the safekeeping of the meter, fitting, and fire hydrant. Developer agrees to pay the charges set out in the City fee or charge schedule.

## **V. DEVELOPER DEPOSIT ESCROW**

### **5.01 DEVELOPER DEPOSIT ESCROW.**

Upon execution of this Agreement, Developer shall deposit a lump sum of Fifty Thousand and No/100 Dollars (\$50,000.00) as a surety, in the event Developer fails to comply with any term or condition of this Agreement. After the expiration of the Wastewater Infrastructure Completion Period, any deposit monies remaining shall be refunded to Developer.

## **VI. INSURANCE AND INDEMNIFICATION**

### **6.01 INSURANCE.**

Developer or the Contractor selected by Developer to provide Pump and Haul services under this Agreement shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services as required by this Agreement. All Certificates of Insurance and endorsements shall be furnished to the City at the time of execution of the Agreement with the Contractor or within ten (10) days from the Effective Date of this Agreement.

**a. INSURANCE POLICIES REQUIRED:**

- (1) General Commercial Liability Coverage - Minimum of \$1,000,000.00 per occurrence for bodily injury and property damage; \$2,000,000.00 aggregate.
- (2) Business Automobile Liability Coverage - Minimum combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (3) Umbrella/Excess Liability Coverage - Minimum of not less than \$1,000,000.00.
  - i. General Requirements Applicable to Policies.
    1. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
    2. Developer will request that each insurance policy be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Montgomery, Texas.
    3. Upon request, certified copies of all insurance policies shall be furnished to the City of Montgomery, Texas.
    4. The City of Montgomery, Texas, is to be added as an "Additional Insured" to the General Commercial Liability Policy and the Umbrella/Excess Liability Policy. The coverage shall contain no special limitations on the scope of protection afforded to the City.

**b. ENFORCEMENT ACTIONS.**

In the event that the EPA, TCEQ, or any governmental authority issues any form or order or penalty for violations of applicable law resulting from the Pump and Haul services provided under this Agreement, the Developer shall be responsible for payment of said penalties within the time required under the order or applicable law.

**VII. REPRESENTATIONS AND WARRANTIES**

**7.01 DEVELOPER**

Developer warrants and represents the following:

- (a) Developer is a duly organized entity validly existing and in good standing under the laws of Texas with proper authority to execute this Agreement and perform the obligations presented;
- (b) Performance under this Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which Developer is a party or by which Developer may be bound;
- (c) Developer has not received written notice and has no actual knowledge of any litigation pending or threatened that may adversely affect the Developer's ability to perform its obligations under this Agreement; and
- (d) This Agreement constitutes a legal, valid, and binding obligation of the Developer enforceable in accordance with its terms.

## **7.02 CITY**

The City warrants and represents the following:

- (a) The City is a Type A general law municipality with full right and authority to enter into this Agreement and perform the obligations presented;
- (b) Performance under this Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which the City is a party or by which the City may be bound; and
- (c) This Agreement constitutes a legal, valid, and binding obligation of the City enforceable in accordance with its terms.

## **VIII. TERM**

### **8.01 TERM OF AGREEMENT.**

This Agreement shall be effective upon the Effective Date and shall expire on the completion and acceptance of the City Wastewater Improvements. Any payment obligations of Developer that accrue prior to termination of this Agreement shall survive termination.

## **IX. DEFAULT, RESERVATION OF RIGHTS, ATTORNEY'S FEES, AND WAIVER**

### **9.01 DEFAULT.**

Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of three (3) business days after receipt by such Party of written notice of default from the other Party. Upon the passage of three (3) business days after receipt of written notice of default without cure of the default, such Party shall be deemed to have defaulted for

purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the three (3) business day period, the defaulting Party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than ten calendar (10) days. In the event of default, the non-defaulting Party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards. The City may terminate this Agreement if the Developer fails to cure a default within the period required by this Section.

## **9.02 RESERVATION OF RIGHTS.**

To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws, and neither Party waives any legal right or defense available under law or in equity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or its officers and employees, and neither the City, nor its officers and employees waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

## **9.03 ATTORNEY'S FEES.**

A Party shall not be liable to the other Party for attorney fees or costs incurred in connection with any litigation between the Parties, in which a Party seeks to obtain a remedy from the other Party, including appeals and post judgment awards.

## **9.04 WAIVER.**

Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

# **X. MISCELLANEOUS**

## **10.01 NOTICES**

Any notice to be given hereunder by any Party to another Party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

**City:**

City of Montgomery  
Attn: City Administrator  
101 Old Plantersville Rd  
Montgomery, TX 77316

**With copy to:**

Johnson Petrov LLP  
Attn: Alan Petrov, Managing Partner  
2929 Allen Parkway, Suite 3150  
Houston, Texas 77019

**Developer:**

JDS Old Plantersville Road LLC  
5005 Riverway Dr., Suite 500  
Houston, Texas 77056

**With copy to:**

Allen Boone Humphries Robinson LLP  
Attn: Annette Stephens  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

**10.02 ASSIGNMENT.**

Developer's rights and obligations under this Agreement may not be assigned by Developer.

**10.03 AGREEMENT AMENDMENT.**

This Agreement may not be amended except by the mutual written agreement of the Parties that is signed by all the Parties and dated subsequent to the date hereof. The Parties understand and agree that all amendments are subject to final approval by the City Council of the City.

**10.04 NO THIRD-PARTY BENEFICIARIES.**

This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for



such default must be made by the Owner.

#### **10.05 BINDING NATURE OF AGREEMENT.**

This Agreement shall bind and inure to the benefit of the Parties and their permitted successors and assigns.

#### **10.06 ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof. To the maximum extent permitted under the law, no terms shall be implied by operation of law or otherwise. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written.

#### **10.07 FORCE MAJEURE.**

10.07.1 The term "force majeure" as employed herein shall mean and refer to acts of God (which includes natural disasters); strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; pandemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the Party claiming such inability.

10.07.2 If, by reason of force majeure, any Party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such Party shall give written notice of the full particulars of such force majeure to the other Party within ten (10) days after the occurrence thereof. The obligations of the Party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

10.07.3 It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the Party having the difficulty.

#### **10.08 GOVERNING LAW AND VENUE.**

This Agreement, and all rights and obligations of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of conflict of law provisions. Venue of any suit brought under this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas. Parties irrevocably waive any objection to personal jurisdiction on *forum non conveniens*.

#### **10.09 SEVERABILITY.**

Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

**10.10 SURVIVAL.**

The following sections and provisions shall survive expiration, termination, or rescission of this Agreement: Indemnification, Claims and Release, and Liability of City Employees.

**10.11 COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute one and the same Agreement.

**10.12 INTERPRETATION, TERMS AND DATES.**

References made in the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine or neuter. If any date for performance of an obligation or exercise of a right set forth in this Agreement falls on a Saturday, Sunday or State of Texas holiday, such date shall be automatically extended to the next day which is not a Saturday, Sunday or State of Texas holiday.

**10.13 NO JOINT VENTURE.**

The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the city pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

**10.14 LIABILITIES OF CITY EMPLOYEES.**

To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally responsible for any liability arising under or related to this Agreement. This Agreement imposes no personal liability upon the City, any of its officers, employees, or agents.

## **10.15 MUTUAL ASSISTANCE.**

The City and Developer shall do all things reasonably necessary and appropriate to perfect the terms of this Agreement including, but not limited to, aiding and assisting each other in carrying out such terms and provisions to render each Party in the economic condition contemplated by this Agreement.

## **10.16 CLAIMS AND RELEASE.**

10.16.1 Claims. If the City notifies Developer or Owner of any claim, Developer and Owner shall assume on behalf of the City and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by Developer and Owner but reasonably satisfactory to the City; provided, that City has the right to be represented by advisory counsel of their own selection and at their own expense; and provided further, that if any such claim involves Developer or Owner and the City, and the City has been advised in writing by counsel that there may be legal defenses available to it which are inconsistent with those available to Developer or Owner, then City has the right to select separate counsel to participate in the investigation and defense of and response to such Claim on City's own behalf, and Developer shall pay or reimburse the City for all reasonable legal fees and costs incurred by the City because of the selection of such separate counsel.

10.16.2 Release. Other than to the extent caused by a City Event of Default, Developer and Owner hereby release the City with respect to all Claims regarding any alleged, established or admitted negligent or wrongful act or omission of the City, the Corporation or any agents, contractors, representatives or employees of the City, INCLUDING ALL CLAIMS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE CITY but excluding Claims to the extent caused by the gross negligence or willful misconduct of the City. The provisions of this Section will survive the expiration or earlier termination of this Agreement.

## **10.17 INDEMNIFICATION.**

**DEVELOPER SHALL SAVE AND HOLD HARMLESS THE OTHER PARTY (THE "INDEMNIFIED PARTY") AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, ATTORNEYS, AND FROM ALL CLAIMS AND LIABILITIES DUE TO ACTIVITIES PERFORMED UNDER THIS CONTRACT BY THE INDEMNIFYING PARTY, ITS OFFICERS, AGENTS, ATTORNEYS, OR EMPLOYEES, WHICH ARE CAUSED BY OR RESULT FROM THE NEGLIGENT, GROSSLY NEGLIGENT, RECKLESS, KNOWING, OR INTENTIONAL ERROR, OMISSION, OR ACT OF THE INDEMNIFYING PARTY OR ANY PERSON EMPLOYED BY OR CONTRACTED WITH THE INDEMNIFYING PARTY OR UNDER THE INDEMNIFYING PARTY'S CONTROL. THE INDEMNIFYING PARTY SHALL ALSO DEFEND AND SAVE AND HOLD THE INDEMNIFIED PARTY HARMLESS FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE WITNESS, LITIGATION CONSULTANT AND ATTORNEY'S FEES AND EXPENSES THAT MAY BE INCURRED BY THE**

**INDEMNIFIED PARTY IN LITIGATION OR OTHERWISE DEFENDING CLAIMS OF LIABILITIES WHICH MAY BE IMPOSED ON THE INDEMNIFIED PARTY AS A RESULT OF SUCH ACTIVITIES INCLUDING FAILURES TO ACT COVERED BY THIS SECTION 10.17. THE INDEMNIFYING PARTY SHALL NOT SETTLE OR COMPROMISE ANY CLAIM COVERED BY THIS SECTION 10.17 WITHOUT THE WRITTEN CONSENT OF THE INDEMNIFIED PARTY. THE INDEMNIFIED PARTY MUST APPROVE ANY ATTORNEYS SELECTED BY THE INDEMNIFYING PARTY TO DEFEND ANY CLAIM COVERED BY THIS SECTION 10.17, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD. THE INDEMNIFIED PARTY MAY AT NO EXPENSE TO THE INDEMNIFYING PARTY RETAIN ADDITIONAL ATTORNEYS TO REPRESENT THE INDEMNIFIED PARTY AS TO ANY CLAIM COVERED BY THIS SECTION 10.17.**

**10.18. GOVERNMENTAL CONTRACT CERTIFICATIONS.**

(a) Boycott Israel Certification. For purposes of Chapter 2270 of the Texas Government Code, at the time of execution and delivery of the Agreement, neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer or Owner, boycotts Israel. The Developer agrees that, except to the extent otherwise required by applicable federal law, including, without limitation, 50 U.S.C. Section 4607, neither the Developer, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer will boycott Israel during the term of the Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this clause has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code.

(b) Terrorist Organization Certification. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code, at the time of execution and delivery of the Agreement, neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Developer, (i) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" as used herein has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

(c) Energy Companies Certification. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the

company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or  
(B) does business with a company described by the preceding statement in (A).

(d) Firearms Certification. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

(e) Disclosure of Interested Parties. Developer and Owner acknowledge that Texas Government Code Section 2252.908 ("Section 2252.908") requires business entities entering into a contract with a local government entity such as the Developer and Owner to complete a FORM 1295 promulgated by the TEC (which is available on the TEC website at <https://www.ethics.state.tx.us/forms/1295.pdf>) and to file it electronically with the TEC before the time the business entity executes and submits the contract to the local governmental entity. Developer and Owner confirm that they have reviewed Section 2252.908, electronically filed a FORM 1295 with the TEC, and has provided the Owner with a completed FORM 1295 and certification of filing generated by the TEC's electronic filing application, as required by Section 2252.908.

**[SIGNATURE PAGES FOLLOW]**

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY:**

**City of Montgomery, Texas,**  
a Type A general law city

By: \_\_\_\_\_  
Name: Sarah Countryman  
Title: Mayor

**ATTEST:**

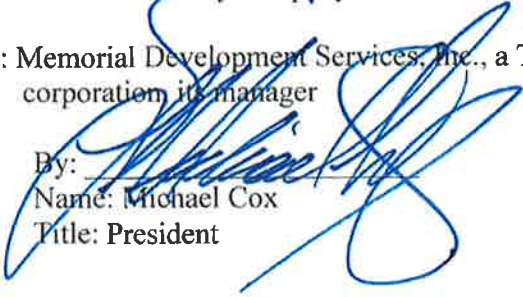
By: \_\_\_\_\_  
Name: Ruby Beaven  
Title: City Secretary

**DEVELOPER:**

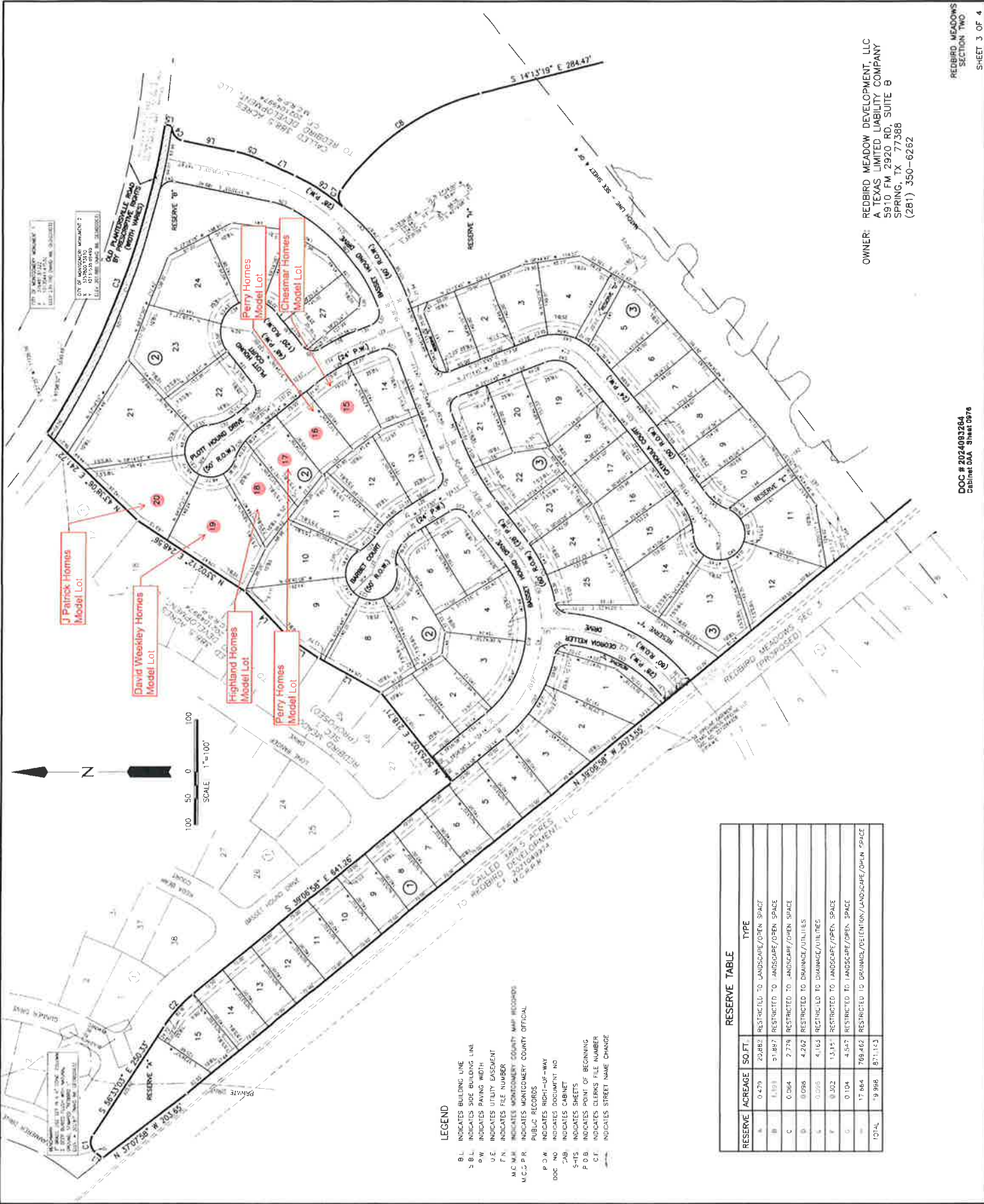
**JDS Old Plantersville Road LLC,**  
a Texas limited liability company

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

By: \_\_\_\_\_  
Name: Michael Cox  
Title: President



**EXHIBIT A**



**LEGEND**

- B.L. INDICATES BUILDING LINE
- S.B.L. INDICATES SIDE BUILDING LINE
- P.W. INDICATES PAVING WIDTH
- U.E. INDICATES UTILITY EASEMENT
- F.N. INDICATES FILE NUMBER
- M.C.M. INDICATES MONTGOMERY COUNTY MAP RECORDS
- M.C.C.P.R. INDICATES MONTGOMERY COUNTY OFFICIAL PUBLIC RECORDS
- P.O.W. INDICATES RIGHT-OF-WAY
- DOC NO. INDICATES DOCUMENT NUMBER
- C.A.B. INDICATES CABINET
- S-TS INDICATES SHEETS
- P.O.B. INDICATES POINT OF BEGINNING
- C.F. INDICATES CLERKS FILE NUMBER
- INDICATES STREET NAME CHANGE

RESERVE TABLE		
RESERVE	ACREAGE	SO.FT. TYPE
A	0.479	22.882' RESTRICTED TO LANDSCAPE/OPEN SPACE
B	1.191	51.887' RESTRICTED TO LANDSCAPE/OPEN SPACE
C	0.064	2.774' RESTRICTED TO LANDSCAPE/OPEN SPACE
D	0.098	4.242' RESTRICTED TO DRAINAGE/UTILITIES
E	0.056	4.162' RESTRICTED TO DRAINAGE/UTILITIES
F	0.002	1.315' RESTRICTED TO LANDSCAPE/OPEN SPACE
G	0.104	4.517' RESTRICTED TO LANDSCAPE/OPEN SPACE
H	17.864	789.462' RESTRICTED TO DRAINAGE/RETENTION/LANDSCAPE/OPEN SPACE
TOTAL	9.998	871.143'

OWNER: REDBIRD MEADOW DEVELOPMENT, LLC  
 A TEXAS LIMITED LIABILITY COMPANY  
 5910 FM 2920 RD., SUITE B  
 SPRING, TX 77368  
 (281) 350-6262