

**FIRST AMENDMENT TO**  
**PRE-DEVELOPMENT SERVICES AND COST SHARING AGREEMENT**  
**HIDDEN CREEK - BURLESON, TEXAS**

This **FIRST AMENDMENT TO PRE-DEVELOPMENT SERVICES AND COST SHARING AGREEMENT** (this "Amendment") is made and entered into as of the 1st day of September, 2022 ("Effective Date"), by and between **CITY OF BURLESON, TEXAS** (the "City"), and **JACKSON-SHAW COMPANY**, a Texas corporation (the "Developer").

RECITALS:

WHEREAS, the City and the Developer entered into that certain PRE-DEVELOPMENT SERVICES AND COST SHARING AGREEMENT dated effective as of May 16, 2022 (the "Agreement"); and

WHEREAS, the City and the Developer desire to amend the Agreement to extend the Target Completion Date to December 31, 2023; and

NOW, THEREFORE, for and in consideration of the mutual agreements stated herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged and confessed, the City and the Developer hereby agree as follows:

1. Target Completion Date. The Target Completion Date as set forth in Section 2 of the Agreement is hereby amended to be December 31, 2023.

2. No Further Modification. Except as expressly set forth in this Amendment, all terms and provisions of the Agreement are hereby confirmed and remain unmodified and in full force and effect, such terms and provisions being hereby incorporated herein for all purposes.

3. Multiple Counterparts. This Amendment may be executed in a number of identical counterparts. Each such counterpart is deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Amendment or the Agreement, it shall not be necessary to produce or account for more than one counterpart.

4. Electronic Transmission. For the purposes of this Amendment, the parties agree that they will accept and rely upon electronic transmission and execution of this Amendment to be binding upon each other.

5. Terms. Capitalized terms used herein, which are not otherwise defined or modified herein but which are defined in the Agreement, shall have the meanings therein ascribed to them. The term "Agreement" as used in the Agreement or any other instrument, document or writing furnished to the City by the Developer shall mean the Agreement as hereby amended.

6. Miscellaneous. This Amendment (a) shall be binding upon and inure to the benefit of the City and the Developer and their respective successors and permitted assigns; (b) may be modified or amended only by a writing signed by each party hereto; and (c) shall be

governed by and construed in accordance with the laws of the State of Texas and the United States of America. The headings herein shall be accorded no significance in interpreting this Amendment.

7. Effectiveness of Agreement; Conflicts. The Agreement, as modified hereby, is and shall remain in full force and effect. To the extent of any inconsistencies between the Agreement and the terms hereof, the terms hereof shall control.

EXECUTED and DELIVERED as of the Effective Date.

*[Signature Pages Follow]*

**CITY:**

**CITY OF BURLESON, TEXAS**

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

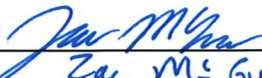
Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Developer Signature Page to Follow]*

**DEVELOPER:**

**JACKSON-SHAW COMPANY,**  
a Texas corporation

By:   
Name: Zac M. Guire  
Title: VP of Construction