

## COST SHARING AGREEMENT FOR ROADWAY IMPROVEMENTS

This Cost Sharing Agreement for Roadway Improvements (the “Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between D.R. HORTON–TEXAS, LTD., a Texas limited partnership (“Developer”), on behalf of Collin County Municipal Utility District No. 4, a conservation and reclamation District created pursuant to Article XVI, Section 59, Texas Constitution, and operating pursuant to Chapters 49 and 54, Texas Water Code, as amended (“MUD 4”), and Collin County, Texas (the “County”) (each a “Party” and collectively, the “Parties”).

### RECITALS

WHEREAS, Developer is in the process of developing, on behalf of MUD 4, certain property located within MUD 4 and the County, commonly referred to as Ranger Crossing Phases 1A, 1B, 2 and 3 (the “Property”); and

WHEREAS, in conjunction with the County’s review of the Ranger Crossing Phase 3 engineering plans, the County has requested that Developer upgrade certain roadway improvements located around the perimeter of the Property and known as County Road 439 and County Road 441, as detailed on the attached Exhibit “A” (the “Project”); and

WHEREAS, the Parties desire to enter into an agreement whereby Developer, on behalf of MUD 4, and the County each agree to fund portions of the Project based on the allocation of estimated costs contained in the attached Exhibit “A”.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties agree as follows:

1. Construction of Improvements. Developer hereby agrees to complete the Project, as detailed on Exhibit “A”, in conjunction with Developer’s development of Ranger Crossing Phase 3.
2. Cost Sharing. The Parties agree to share the costs associated with the Project in accordance with the allocation of estimated costs contained in the attached Exhibit “A”. The Parties further agree that the portions designated as “County Responsible” on Exhibit “A” shall be referred to herein as the “County’s Share” of the costs associated with the Project, and the portions designated as “Developer Responsible” shall be referred to herein as the “Developer’s Share” of the costs associated with the Project.
3. Updates During Construction; Final Accounting and Payment. Prior to completion of the Project, Developer agrees to provide the County with periodic updates regarding the status of the Project, including copies of any pay applications and/or change order requests received by the Developer in conjunction with the Project. Upon completion of the Project, Developer shall provide a final accounting of all actual construction costs of the project to the County. The County

shall review such accounting and shall within 30 days of receipt of such accounting, provide Developer with any costs of construction for the project it disputes. The parties shall have 30 days to resolve any disputes regarding costs for the project, disputed by the county. The County hereby agrees to pay the County's proportionate share of the undisputed costs of construction identified on such accounting, up to, but not exceeding, the actual cost of construction of the County's Share within thirty (30) days of receipt of such accounting or within thirty (30) days of resolution of any dispute related to such accounting, whichever is later.

4. Termination. This Agreement may only be terminated upon the written agreement of the Parties.

5. Indemnification. Developer agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from any and claim, suit, administrative proceeding or liability arising out of or related to the Developer's construction of the Project or any improvements related thereto or the enforcement of this agreement, including its attorney's fees.

6. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, the County has not, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

7. Entire Agreement. This Agreement represents the sole and entire agreement between the Parties and supersedes all prior negotiations, representations, understandings, or agreements between the Parties, whether written or oral. The terms and conditions contained in this Agreement may be amended only with written consent of the other Parties, which shall not be unreasonably withheld.

8. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, as applied to contracts performable in the State of Texas irrespective or without regard to any choice of law or principles to the contrary. The Parties hereby submit to the jurisdiction of the State District Court located in Collin County, Texas, and any action being necessary to enforce or construe any of the terms or provisions of this Agreement must be filed solely in the State District Court located in Collin County, Texas, and no other.

9. Severability. If any term, provision or condition of this Agreement is held by a court of competent jurisdiction to be unconstitutional, invalid, void or unenforceable, the remaining provisions shall not be impaired or invalidated, but shall remain in full force and effect, and the Parties agree to negotiate in good faith to otherwise accomplish the intent of the invalid provisions.

10. Authority. Each Party represents to the other Parties that it has full power and authority to execute this Agreement.

11. Originals and Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

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EXECUTED on this the 7<sup>th</sup> day of February, 2024.

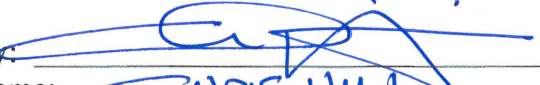
D.R. HORTON-TEXAS, LTD.,  
a Texas limited partnership

By: D.R. Horton, Inc.,  
a Delaware corporation  
its Authorized Agent

By: [Signature]  
Name: David C Book  
Title: asst VP



COLLIN COUNTY, TEXAS

By:   
Name: CHRIS HILL  
Title: COUNTY JUDGE

ATTEST:


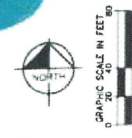
By:   
Name: SHONA NAVARRE  
Title: ADMIN. SECRETARY

EXHIBIT "A"



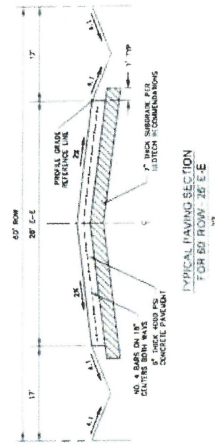
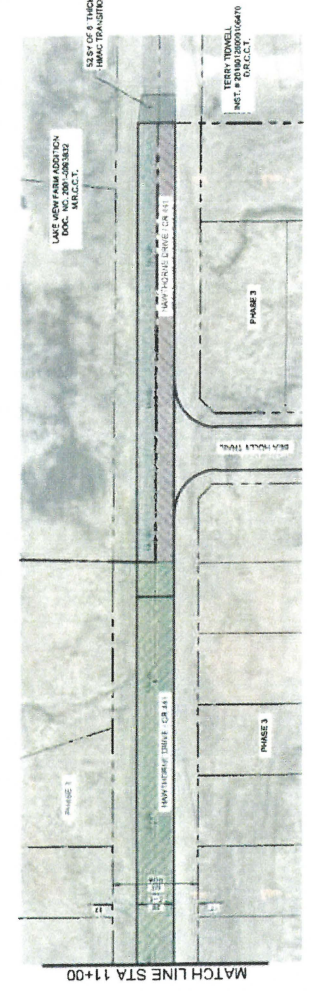
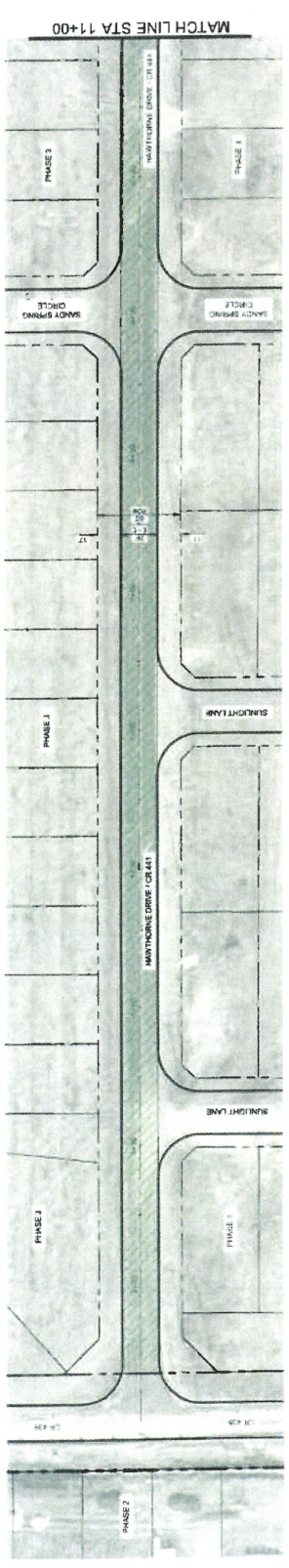


EXHIBIT 2  
2 of 2



**HATCH LEGEND**

[Hatched Box]	COUNTY SHARED PORTION
[Hatched Box]	DEVELOPER SHARED PORTION
[Hatched Box]	DEVELOPER FULLY RESPONSIBLE



Item No.	Name of Pay Item	Estimated Quantity	Unit	Unit Price	Item Cost
1	Remove and Dispose of Existing 18" x 18" Interlock	1442	LS	17.46	25,183.52
2	Remove and Dispose of Existing 24" x 24" CMP	17	LS	129.00	2,193.00
3	Remove and Dispose of Existing 36" x 36" CMP	0	LS	30.20	0.00
4	Excavation	4382	CY	4.20	18,400.40
5	1" Thick MAAC, Type B Aggregate Base	4227	SF	48.29	204,145.43
6	1" Thick MAAC, Type B Aggregate Preparation	26	SF	172.58	4,487.16
7	1" Thick Level Subgrade Subgrade Preparation	4402	SF	4.28	18,800.56
8	1" Thick Level Subgrade (on Gravel)	108	SF	318.00	34,344.00
9	1" Thick Level Subgrade (on Gravel)	1482	SF	4.15	6,150.30
10	1" Thick Level Subgrade (on Gravel)	0	EA	150.00	0.00
11	1" Thick Level Subgrade (on Gravel)	0	EA	199.00	0.00
12	1" Thick Level Subgrade (on Gravel)	0	EA	240.00	0.00
13	1" Thick Level Subgrade (on Gravel)	358	LS	150.00	53,700.00
14	1" Thick Level Subgrade (on Gravel)	15	LS	25,760.00	386,400.00
<b>Subtotal - Hawthorne Drive / CR 441 - Developer Responsible</b>					<b>\$ 318,683.98</b>
<b>Subtotal - Hawthorne Drive / CR 441 - County Responsible</b>					<b>\$ 28,817.79</b>

HAWTHORNE DRIVE / CR 441  
ESCROW EXHIBIT  
Ranger Crossing  
Collin County, Texas  
June 2023

**Kimley»Horn**

Collin County, Texas  
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