

COST SHARING AGREEMENT FOR ROADWAY IMPROVEMENTS

This Cost Sharing Agreement for Roadway Improvements (this "Agreement") is made and entered into as of the _____ day of _____, 2024, by and between Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership ("Developer"), on behalf of Collin County Municipal Utility District No. 2, 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 2"), 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 2, certain property located within MUD 2 and the County, commonly referred to as The Haven at Tillage Farms (the "Property"); and

WHEREAS, in conjunction with the County's review of the Property engineering plans, the County has requested that the Developer upgrade certain roadway improvements located around the perimeter of the Property and known as County Road 437, as detailed on the attached Exhibit "A" (the "Project"); and

WHEREAS, the Parties desire to enter into this Agreement whereby Developer, on behalf of MUD 2, and the County each agree to fund portions of the Project based on the pro-rata allocation of estimated costs contained in the attached Exhibit "B".

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 The Haven at Tillage Farms.

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 "B". The Parties further agree that the portions designated as "County Responsible" on Exhibit "B" 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. The Developer and the County understand that Exhibit B is solely an estimate of the Project and that actual cost of construction may vary. The Developer shall front 100% of the actual cost to construct the Project and, upon completion of the Project, the County shall reimburse the Developer the County's Share as outlined in Section 3 below.

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 in the form of pay-applications, final invoices, and the like, along with a completion certificate executed by Kimley-Horn, the engineer for the Project. The County shall review such accounting and shall, within thirty (30) business days of receipt of such accounting, provide Developer with a detailed listing of any costs of construction for the Project it disputes. The Parties shall have thirty (30) business days to resolve any disputes regarding costs for the Project, disputed by the County. In the event the Developer and the County cannot resolve the dispute in the prescribed number of days set forth in this paragraph, Kimley-Horn, the Project engineer is hereby appointed to resolve the dispute. The County hereby agrees to reimburse the Developer the County's proportionate share of the undisputed and agreed-to 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 shall terminate upon the earlier of (i) a written agreement of the Parties and completion of the Project by Developer and reimbursement to Developer for the County's Share of the costs of the Project.

5. Indemnification. Developer agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from any and all claims, suits, administrative proceedings 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED on this the 26 day of June, 2024.

Lennar Homes of Texas Land and Construction Ltd.,
a Texas limited partnership

By: U.S. Home LLC,
a Delaware limited liability company,
its General Partner

By: 

Name: Jennifer Eller

Title: Authorized Agent

COLLIN COUNTY, TEXAS

By: 
Name: CHRIS HILL
Title: 2 AUGUST 2024

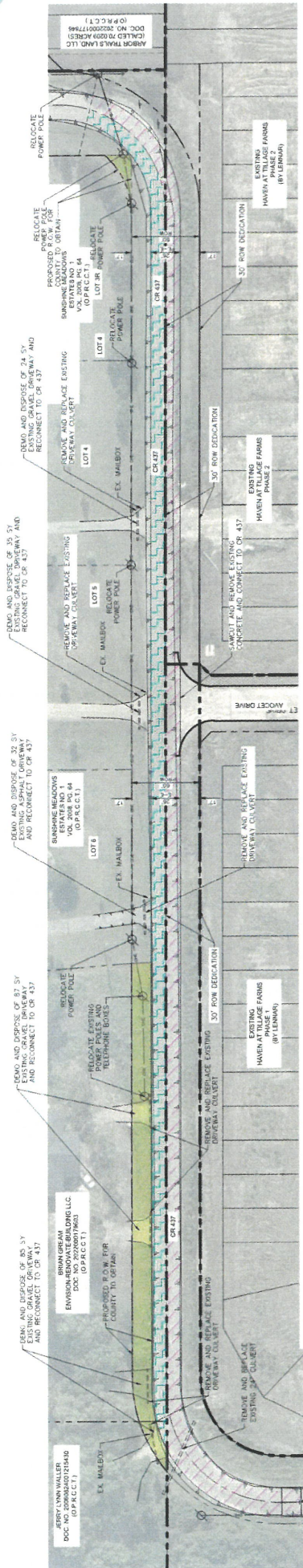
ATTEST:

By: _____
Name: _____
Title: _____

EXHIBIT "A"

HATCH LEGEND

- COUNTY SHARED PORTION
- LENNAR SHARED PORTION
- ROW FOR COUNTY TO OBTAIN



NOTE:
ALL DITCHES ARE ASSUMED TO BE GRADED, THEREFORE DRIVEWAY CULVERTS AND DRIVEWAYS ARE SHOWN TO BE REPLACED.

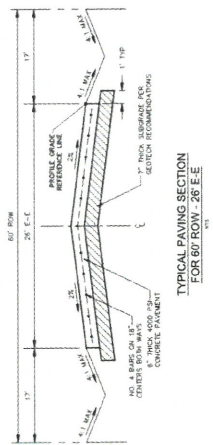
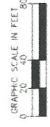


Exhibit A
CR 437
ESCROW
LENNAR
Collin County, Texas
May 2024

Kimley»Horn
400 North Chisholm Drive, Suite 105
Frisco, Texas 75034
972.371.1200
State of Texas Registration No. 7-038

THIS DRAWING IS THE PROPERTY OF KIMLEY-HORN AND PARTIALS, INC. (K&H). IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. K&H IS NOT RESPONSIBLE FOR ANY OTHER USES OF THIS DRAWING.

EXHIBIT "B"

Exhibit B

THE HAVEN

CR 437 ESCROW COST ESTIMATE



PROJECT NAME: THE HAVEN

LOCATION: COLLIN COUNTY, TEXAS

DATE: 06/25/2024

Item No.	Name of Pay Item	Estimated Quantity	Unit	Unit Price	Item Cost
County Responsible					
1	Demo and Dispose of Existing Asphalt Pavement	1714	SY	\$ 8.00	\$ 13,712.00
2	Relocate Existing Power Pole and Overhead Electric	7	EA	TBD	-
3	Relocate Existing Telephone Box	2	EA	TBD	-
4	Relocate Existing Mailbox	1	EA	\$ 500.00	\$ 500.00
5	Remove and Replace Existing Driveway Culvert	7	EA	\$ 10,000.00	\$ 70,000.00
6	Demo and Dispose of Existing Gravel Driveway	263	SY	\$ 4.00	\$ 1,052.00
7	Reconnect Existing Gravel Driveway to CR 437	263	SY	\$ 40.00	\$ 10,520.00
8	Demo and Dispose of Existing Asphalt Driveway	32	SY	\$ 8.00	\$ 256.00
9	Reconnect Existing Asphalt Driveway to CR 437	32	SY	\$ 100.00	\$ 3,200.00
10	Excavation	926	CY	\$ 10.00	\$ 9,260.00
11	6" 4000 PSI Concrete w/ No. 4 Bars 18" C-C E.W.	1714	SY	\$ 60.00	\$ 102,840.00
12	7" Thick Lime Stabilized Subgrade Preparation	1886	SY	\$ 6.00	\$ 11,316.00
13	Hydrated Lime (assumes 48 lbs/SY)	46	TONS	\$ 320.00	\$ 14,720.00
14	6" Wide Solid Double Yellow Striping	580	LF	\$ 4.50	\$ 2,610.00
15	General Site Preparation (3.06 Acres)	45.0%	LS	\$ 6,000.00	\$ 2,700.00
16	Revegetation of Disturbed Areas	45.0%	LS	\$ 22,800.00	\$ 10,260.00
17	SWPPP + Erosion Control	45.0%	LS	\$ 6,000.00	\$ 2,700.00
18	Traffic Control	45.0%	LS	\$ 15,000.00	\$ 6,750.00
19	Geotech Testing (2.5% of Items 11-13)	2.5%	LS	\$ 123,416.00	\$ 3,085.40
20	Geotech Testing of Existing Pavement (Shared with Lennar)	50.0%	LS	\$ 4,500.00	\$ 2,250.00
21	Bonds (2% of Construction Cost)	50.0%	LS	\$ 5,309.63	\$ 2,654.81
22	Topographic Survey	50.0%	LS	\$ 5,000.00	\$ 2,500.00
23	Separate Instrument Easements	100.0%	LS+tax	\$ 8,118.75	\$ 8,118.75
24	Right of Way and Boundary Retracement	100.0%	LS+tax	\$ 2,706.25	\$ 2,706.25
Subtotal: County Responsible					\$ 283,711.21

Exhibit B (con't)

Lennar Responsible																																
1	Demo and Dispose of Existing Asphalt Pavement	2053	SY	\$ 8.00	\$ 16,424.00																											
2	Sawcut and Remove Existing Concrete and Connect to CR 437	117	LF	\$ 60.00	\$ 7,020.00																											
3	Remove and Replace Existing 24" Culvert	1	EA	\$ 12,000.00	\$ 12,000.00																											
4	Excavation	1156	CY	\$ 10.00	\$ 11,560.00																											
5	6" 4000 PSI Concrete w/ No. 4 Bars 18" C-C E.W.	2140	SY	\$ 60.00	\$ 128,400.00																											
6	7" Thick Lime Stabilized Subgrade Preparation	2354	SY	\$ 6.00	\$ 14,124.00																											
7	Hydrated Lime (assumes 48 lbs/SY)	57	TONS	\$ 320.00	\$ 18,240.00																											
8	6" Wide Solid Double Yellow Striping	754	LF	\$ 4.50	\$ 3,393.00																											
9	General Site Preparation (3.06 Acres)	55.0%	LS	\$ 6,000.00	\$ 3,300.00																											
10	Revegetation of Disturbed Areas	55.0%	LS	\$ 22,800.00	\$ 12,540.00																											
11	SWPPP + Erosion Control	55.0%	LS	\$ 6,000.00	\$ 3,300.00																											
12	Traffic Control	55.0%	LS	\$ 15,000.00	\$ 8,250.00																											
13	Geotech Testing (2.5% of Items 4-6)	2.5%	LS	\$ 154,084.00	\$ 3,852.10																											
14	Geotech Testing of Existing Pavement	50.0%	LS	\$ 4,500.00	\$ 2,250.00																											
15	Bonds (2% of Construction Cost)	50.0%	LS	\$ 4,848.06	\$ 2,424.03																											
16	Topographic Survey	50.0%	LS	\$ 5,000.00	\$ 2,500.00																											
Subtotal: Lennar Responsible					\$ 249,577.13																											
Cost Summary																																
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Subtotal: County Responsible</td> <td style="text-align: right; width: 10%;">\$ 283,711.21</td> <td style="width: 30%;"></td> </tr> <tr> <td style="padding-left: 40px;"><i>Engineering</i></td> <td style="text-align: right;">10% \$ 27,038.62</td> <td></td> </tr> <tr> <td style="padding-left: 40px;"><i>Contingency</i></td> <td style="text-align: right;">10% \$ 28,371.12</td> <td></td> </tr> <tr> <td style="padding-left: 40px;">Total</td> <td style="text-align: right;">\$ 339,120.96</td> <td></td> </tr> <tr> <td colspan="3" style="padding: 10px 0 10px 40px;"> </td> </tr> <tr> <td>Subtotal: Lennar Responsible</td> <td style="text-align: right;">\$ 249,577.13</td> <td></td> </tr> <tr> <td style="padding-left: 40px;"><i>Engineering</i></td> <td style="text-align: right;">10% \$ 24,707.71</td> <td></td> </tr> <tr> <td style="padding-left: 40px;"><i>Contingency</i></td> <td style="text-align: right;">10% \$ 24,957.71</td> <td></td> </tr> <tr> <td style="padding-left: 40px;">Total</td> <td style="text-align: right;">\$ 299,242.56</td> <td></td> </tr> </table>						Subtotal: County Responsible	\$ 283,711.21		<i>Engineering</i>	10% \$ 27,038.62		<i>Contingency</i>	10% \$ 28,371.12		Total	\$ 339,120.96					Subtotal: Lennar Responsible	\$ 249,577.13		<i>Engineering</i>	10% \$ 24,707.71		<i>Contingency</i>	10% \$ 24,957.71		Total	\$ 299,242.56	
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TOTAL COMBINED ESTIMATED COST OF ENGINEERING + CONSTRUCTION = <u>\$ 638,363.51</u>																																