

## COST SHARING AGREEMENT FOR ROADWAY IMPROVEMENTS

This Cost Sharing Agreement for Roadway Improvements (the "Agreement") is made and entered into as of the 10<sup>th</sup> day of July, 2024, by and between **ARBOR TRAILS LAND, LLC**, a Texas limited liability company ("Developer"), on behalf of Collin County Municipal Utility District No. 10, 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 10"), 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 10, certain property located within MUD 10 and the County, commonly referred to as Arbor Trails (the "Property"); and

WHEREAS, in conjunction with the County's review of the Property engineering plans, the County has requested that 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 an agreement whereby Developer, on behalf of MUD 10, and the County each agree to fund portions of the Project based on the 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 Property. Specifically, Developer hereby agrees and the County hereby acknowledges that (i) the current two lanes of construction on CR 437 will be completed within Phase 1 of development, as depicted in Exhibit "A"; and (ii) it is Developer's intention to construct a left turn lane into the Property within Phase 2 of development, as depicted in Exhibit "A".

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 "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.

3. Rights-of-Way Acquisition.

- a) Developer's Share. Developer hereby agrees to dedicate any rights-of-way necessary for the Developer's Share of the Project that are located within the Property.
- b) County's Share. In the event that rights-of-way lying outside of the Property are necessary to construct the Project, the County shall take reasonable steps to secure same, including, if necessary, through the use of the County's power of eminent domain. The County shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs; attorney's fees and related expenses; appraiser and expert witness fees; and payment of market value awarded by the appointed special commissioners or the court, or as negotiated by the County (collectively, "Eminent Domain Fees") paid or incurred by the County in the exercise of its eminent domain powers.
- c) Timing of Rights-of-Way Acquisition. The County hereby agrees to acquire the necessary off-site property rights and rights-of-way acquisitions outlined in attached Exhibit "C" prior to the Developer beginning paving operations for Phase 2 of the Project. If the County fails to secure the requisite off-site property rights and rights-of-way acquisitions before the commencement of paving operations for Phase 2 of the Project, the Developer has the option to proceed with construction according to the Developer's preferred schedule. In such case, the County shall not refuse to approve any permitting or platting documents of the Developer on the basis that the turn lane has not yet been constructed.

4. 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.

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

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

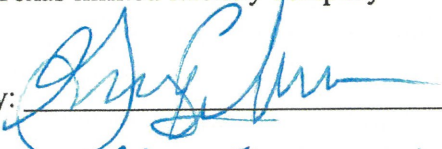
11. Authority. Each Party represents to the other Parties that it has full power and authority to execute this Agreement.

12. 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 10 day of JULY, 2024.

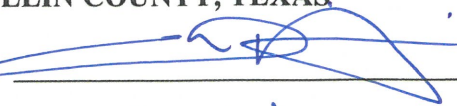
**ARBOR TRAILS LAND, LLC,**  
a Texas limited liability company

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

Name: GARY ERKEMANN

Title: CFO

**COLLIN COUNTY, TEXAS**

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

Name: CHRIS HILL

Title: COUNTY JUDGE

ATTEST:

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

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

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

EXHIBIT "A"

CONSTRUCTION SPLIT DETAIL



EXHIBIT "B"

CONSTRUCITON COSTS SPLIT



**ARBOR TRAILS**  
**CR 437 ESCROW COST ESTIMATE**



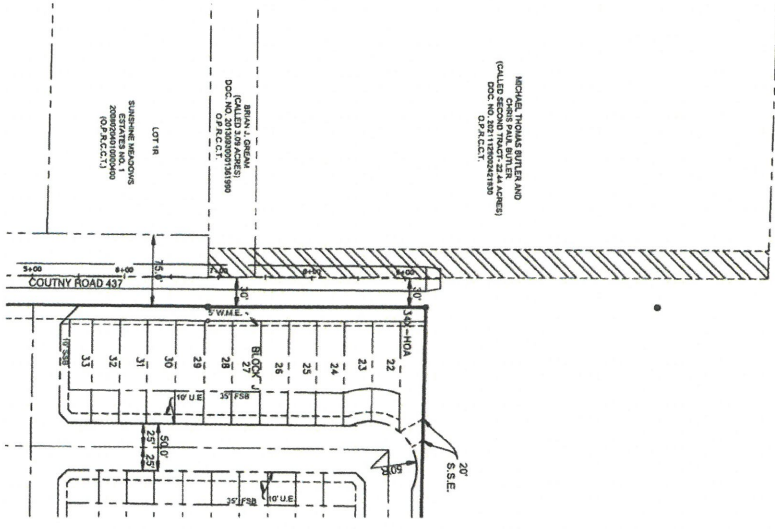
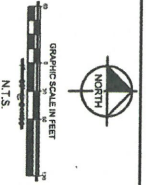
PROJECT NAME: ARBOR TRAILS  
 LOCATION: COLLIN COUNTY, TEXAS  
 DATE: 7/8/2024

Item No.	Name of Pay Item	Estimated Quantity	Unit	Unit Price	Item Cost
<b>County Responsible</b>					
1	Demo and Dispose of Existing Asphalt Pavement	1008	SY	\$ 20.00	\$ 20,150.00
2	Relocate Existing Mailbox	4	EA	\$ 600.00	\$ 2,400.00
3	Excavation	178	CY	\$ 19.90	\$ 3,532.25
4	6" 4000 PSI Concrete w/ No. 4 Bars 18" C-C E.W.	1102	SY	\$ 67.75	\$ 74,660.50
5	8" Thick HMA Type B Asphalt Transition	45	SY	\$ 180.25	\$ 8,111.25
6	7" Thick Lime Stabilized Subgrade Preparation	1190	SY	\$ 14.60	\$ 17,374.00
7	Hydrated Lime (assumes 48 lbs/SY)	24	TONS	\$ 323.00	\$ 7,752.00
8	Reconnect Existing Gravel Driveway to CR 437	4	EA	\$ 2,000.00	\$ 8,000.00
9	6" Wide Solid Double Yellow Striping	50.0%	LS	\$ 4,410.00	\$ 2,205.00
10	Revegetation of Disturbed Areas (West Side)	1	LS	\$ 1,656.00	\$ 1,656.00
11	SWPPP + Erosion Control	50.0%	LS	\$ 1,465.92	\$ 732.96
12	Traffic Control	50.0%	LS	\$ 4,500.00	\$ 2,250.00
13	Geotech Testing (2.5% of Items 4-7)	50.0%	LS	\$ 7,758.00	\$ 3,879.00
14	Geotech Testing of Existing Pavement (Shared with S2)	50.0%	LS	\$ 4,500.00	\$ 2,250.00
15	Bonds (2% of Construction Cost)	50.0%	LS	\$ 5,000.00	\$ 2,500.00
16	Topographic Survey	50.0%	LS	\$ 4,500.00	\$ 2,250.00
17	Separate Instrument Easements	100.0%	LS+tax	\$ 5,412.50	\$ 5,412.50
18	Right of Way and Boundary Retracement	100.0%	LS+tax	\$ 2,706.25	\$ 2,706.25
<b>Subtotal: County Responsible</b>					<b>\$ 167,821.71</b>

<b>S2 Responsible</b>					
1	Demo and Dispose of Existing Asphalt Pavement	1008	SY	\$ 20.00	\$ 20,150.00
2	Remove Existing Driveway Culvert	1	EA	\$ 2,500.00	\$ 2,500.00
3	Excavation	178	CY	\$ 19.90	\$ 3,532.25
4	6" 4000 PSI Concrete w/No. 4 Bars 18" C-C E.W.	1102	SY	\$ 67.75	\$ 74,660.50
5	8" Thick HMAc Type B Asphalt Transition	45	SY	\$ 180.25	\$ 8,111.25
6	7" Thick Lime Stabilized Subgrade Preparation	1190	SY	\$ 14.60	\$ 17,374.00
7	Hydrated Lime (assumes 48 lbs/SY)	24	TONS	\$ 323.00	\$ 7,752.00
8	Connect to Arbor Trails Phase 1	2	EA	\$ 1,000.00	\$ 2,000.00
9	6" Wide Solid Double Yellow Striping	50.0%	LS	\$ 4,410.00	\$ 2,205.00
10	SWPPP + Erosion Control	50.0%	LS	\$ 1,465.92	\$ 732.96
11	Traffic Control	50.0%	LS	\$ 4,500.00	\$ 2,250.00
12	Geotech Testing (2.5% of Items 9-12)	50.0%	LS	\$ 7,758.00	\$ 3,879.00
13	Geotech Testing of Existing Pavement	50.0%	LS	\$ 4,500.00	\$ 2,250.00
14	Bonds (2% of Construction Cost)	50.0%	LS	\$ 5,000.00	\$ 2,500.00
15	Topographic Survey	50.0%	LS	\$ 4,500.00	\$ 2,250.00
<b>Subtotal: S2 Responsible</b>					<b>\$ 152,146.96</b>
<b>Cost Summary</b>					
<b>Subtotal: County Responsible</b>				\$ 167,821.71	
				<i>Engineering</i>	\$ 2,750.00
				<i>Contingency</i> 0%	\$ -
				<b>Total</b>	<b>\$ 170,571.71</b>
<b>Subtotal: S2 Responsible</b>				\$ 152,146.96	
				<i>Engineering</i>	\$ 2,750.00
				<i>Contingency</i> 0%	\$ -
				<b>Total</b>	<b>\$ 154,896.96</b>
<b>TOTAL COMBINED ESTIMATED COST OF ENGINEERING + CONSTRUCTION</b>				<b>=</b>	<b>\$ 325,468.67</b>

EXHIBIT "C"

RIGHTS-OF-WAY ACQUISITION NEEDS



SECTION 17, TOWNSHIP 35 N. AND  
 RANGE 10 W. (CALLED SECTION 17, TOWNSHIP 35 N. AND  
 RANGE 10 W. "TRACT 22.14 ACRES")  
 SECTION 18, TOWNSHIP 35 N. AND  
 RANGE 10 W. "TRACT 22.14 ACRES"

REPLANTING AND  
 MAINTENANCE (CALLED 2.00 ACRES)  
 DOC. NO. 201902070154190

LOT 18  
 SURVIVING REMAINS  
 2000 S.W. 10000  
 2000 S.W. 10000  
 (CALLED 2.00 ACRES)

**Kimley»Horn**

401 N. Oakwood Dr., Suite 100  
 Fort Worth, Texas 76104  
 TEL: (817) 335-7000  
 FAX: (817) 335-7001

DATE: 11/15/2019  
 PROJECT: 190100001  
 SHEET: 1 OF 1