

COST SHARING AGREEMENT FOR ROADWAY IMPROVEMENTS

This Cost Sharing Agreement for Roadway Improvements (this "Agreement") is made and entered into as of _____, 2025, by and between GRBK Edgewood LLC, a Texas limited liability company ("GRBK"), and Meritage Homes of Texas, LLC, an Arizona limited liability company ("Meritage"; collectively, "Owner"), and Collin County, Texas (the "County") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Owner is the owner and developer of approximately 239 acres in the County, generally located north of CR 408, west of FM 75, as generally depicted in Exhibit A (the "Property") as a master planned, single-family community (the "Development");

WHEREAS, the County has requested that the Owner dedicate 120 feet of right-of-way (the "On-site ROW") and make certain roadway improvements within the Property, consistent with the County's currently proposed, but not yet effective, revision to the Collin County Thoroughfare Plan (the "TP") as generally depicted in Exhibit B and described by metes and bounds in Exhibit C ("Dowlin Parkway");

WHEREAS, in consideration for the County's participation in Dowlin Parkway as outlined herein, Owner has agreed to dedicate the On-site ROW and make certain roadway improvements as outlined herein; and

WHEREAS, this Agreement is authorized by and meets the requirements of Section 232.105, Texas Local Government Code.

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. Owner agrees to dedicate, at no cost to the County, one hundred twenty feet (120') of right-of-way for Dowlin Parkway through the entirety of the Development as generally depicted on Exhibit B. Incorporated into the final plat of any phase of the Development will be the dedication of the right-of-way for the segment of Dowlin Parkway that abuts or is included in that phase. If at any time the County determines that the remainder of the length of Roadway that is within the Development needs to be constructed before the Owner is ready to dedicate a phase, then the Owner shall convey to the County, at no cost to the County, the remaining right-of-way by separate instrument. Owner shall improve approximately one-half of the On-site ROW in accordance with the Cross Section (herein so called) depicted in Exhibit B, concurrently with the development of the applicable phase of the Development (the "On-site Improvements"). Subject to County performance of its obligations under Paragraph 2 below, Owner shall likewise improve the Off-site ROW (defined below) consistent with the Cross Section.

2. County Participation. The County, at no cost to Owner, will acquire the right-of-way and associated temporary construction easement (the "TCE") for the extension of Dowlin Parkway between the Property and CR 408, as generally depicted on Exhibit B (collectively, the

“Off-site ROW”). The County shall initiate efforts to acquire the Off-site ROW for the first phase of the Development (the “Phase 1”) and shall thereafter diligently pursue acquisition of the Off-site ROW. Provided the County has not already acquired the Off-site ROW, it shall deliver an Initial Offer under Chapter 21, Texas Property Code, no later than 60 days following approval of the Owner’s plat for Phase 1 (the “Phase 1 Plat”), and shall obtain possessory rights to the Off-site ROW within 8 months following such approval of the Phase 1 Plat. In no event shall progress of the Development nor issuance of permits and the construction and sale of residences within the Development be delayed as a result of any County delay in the acquisition of the Off-site ROW. In the event the County fails to timely acquire the Off-site ROW, Owner shall have the right to acquire the Off-site ROW and shall be entitled to reimbursement from the County for all costs associated therewith; provided, however, the County’s liability shall be limited to the lesser of: (i) an amount agreed by Owner and the County; or (ii) the appraised value of the Off-site ROW (as determined by an appraiser mutually agreeable to the Parties), plus 20%. If the Parties cannot agree on an appraiser under (ii), above, each Party may conduct a separate appraisal, and the value shall be determined based on the average of the two appraisals. Such reimbursement by the County shall be paid to Owner no later than 60 days following final determination of the County’s reimbursement obligation.

3. Termination. This Agreement shall terminate upon the earlier of (i) a written agreement of the Parties; or (ii) the satisfaction of all obligations of the Parties.

4. Indemnification. Owner 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 Owner’s construction of Dowlin Parkway or any improvements related thereto or the enforcement of this Agreement against Owner, including its attorney’s fees.

5. Binding Provisions. The Parties are entering into this Agreement in reliance on its enforceability, which shall be binding and inure to the benefit of the Parties and their respective successors and assigns.

6. 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.

7. Governing Law; Venue. 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.

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

9. 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.

10. Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

11. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A Party whose performance is affected by a Force Majeure Event shall give notice to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. Notwithstanding the foregoing, neither Party's obligations shall be extended beyond sixty (60) days in the aggregate for any Force Majeure Event.

13. Further Assurances. Each Party shall execute and deliver any additional documents and instruments and shall perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement.

14. Covenant Running with the Land. This Agreement shall be considered an Agreement that runs with the Property. Provided, however, upon the sale of any individual lot that is part of the Property subjected to this Agreement that is improved with a single-family residence constructed thereon, the Agreement shall automatically terminate and be deemed to be released with respect to such lot.

15. Exhibits. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for all purposes.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

OWNER:

GRBK

GRBK Edgewood LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this ____ day of _____,
2025, by _____, _____ of GRBK Edgewood LLC, a Texas limited liability
company, on behalf of said limited liability company.

Notary Public, State of Texas

[SEAL]

MERITAGE

Meritage Homes of Texas, LLC
an Arizona limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

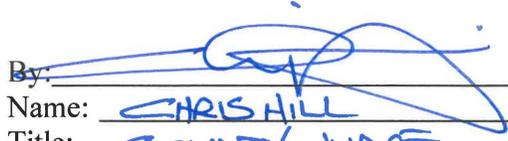
This instrument was acknowledged before me on this ___ day of _____, 2025, by _____, _____ of Meritage Homes of Texas, LLC, an Arizona limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

[SEAL]

THE COUNTY:

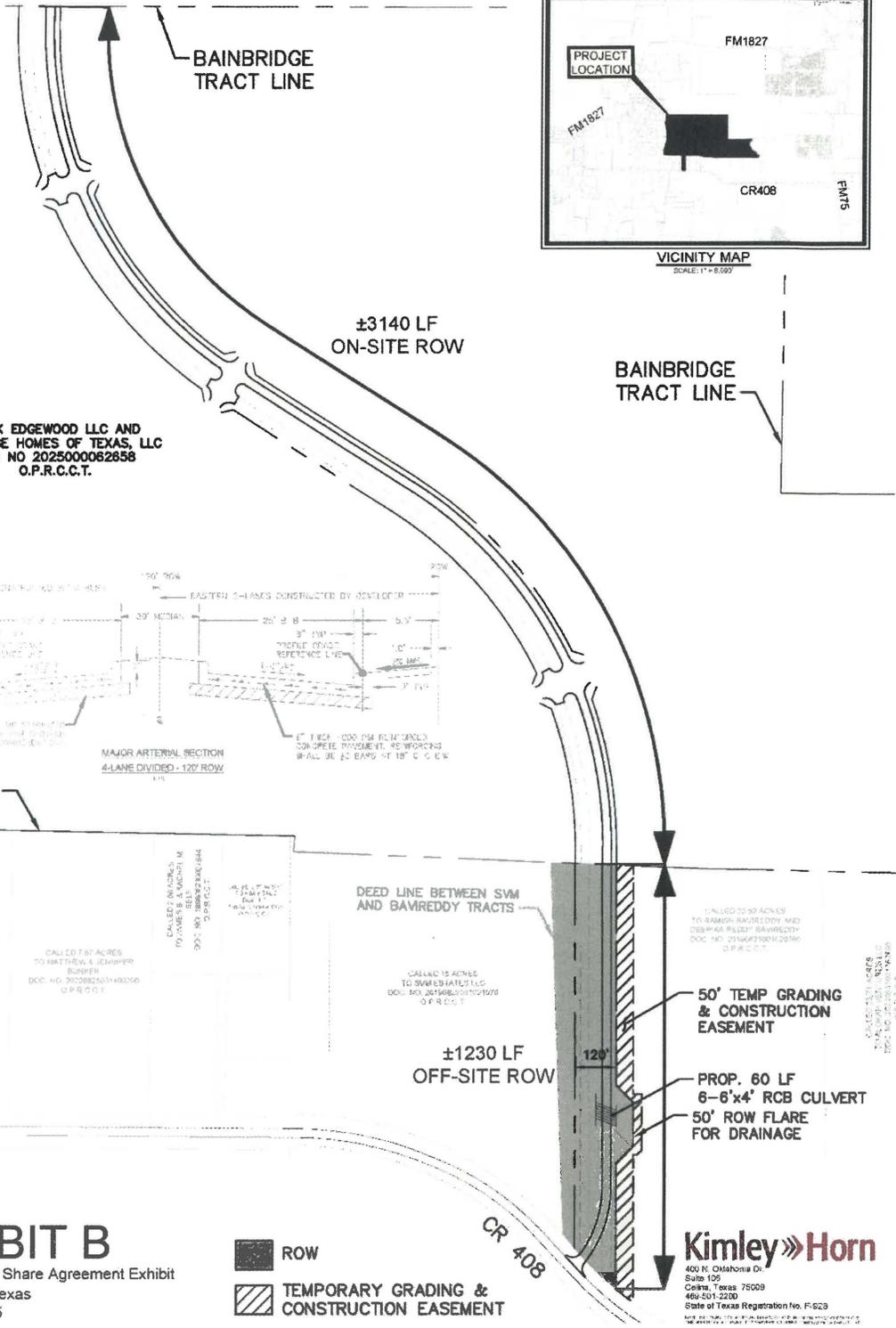
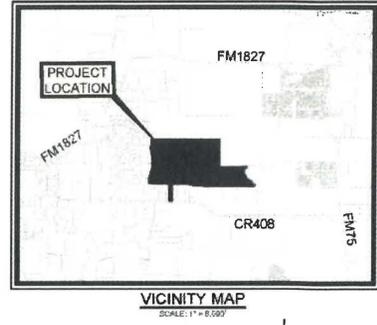
Collin County, Texas

By: 
Name: CHRIS HILL
Title: COUNTY JUDGE

ATTEST:

By: _____
Name: _____
Title: _____

EXHIBIT "B"



GRBK EDGEWOOD LLC AND
MERITAGE HOMES OF TEXAS, LLC
DOC NO 2025000062858
O.P.R.C.C.T.

BAINBRIDGE
TRACT LINE

DEED LINE BETWEEN SVM
AND BAVREDDY TRACTS

±1230 LF
OFF-SITE ROW

50' TEMP GRADING
& CONSTRUCTION
EASEMENT

PROP. 60 LF
6'-6"x4' RCB CULVERT
50' ROW FLARE
FOR DRAINAGE

EXHIBIT B
Bainbridge Cost Share Agreement Exhibit
Collin County, Texas
September 2025

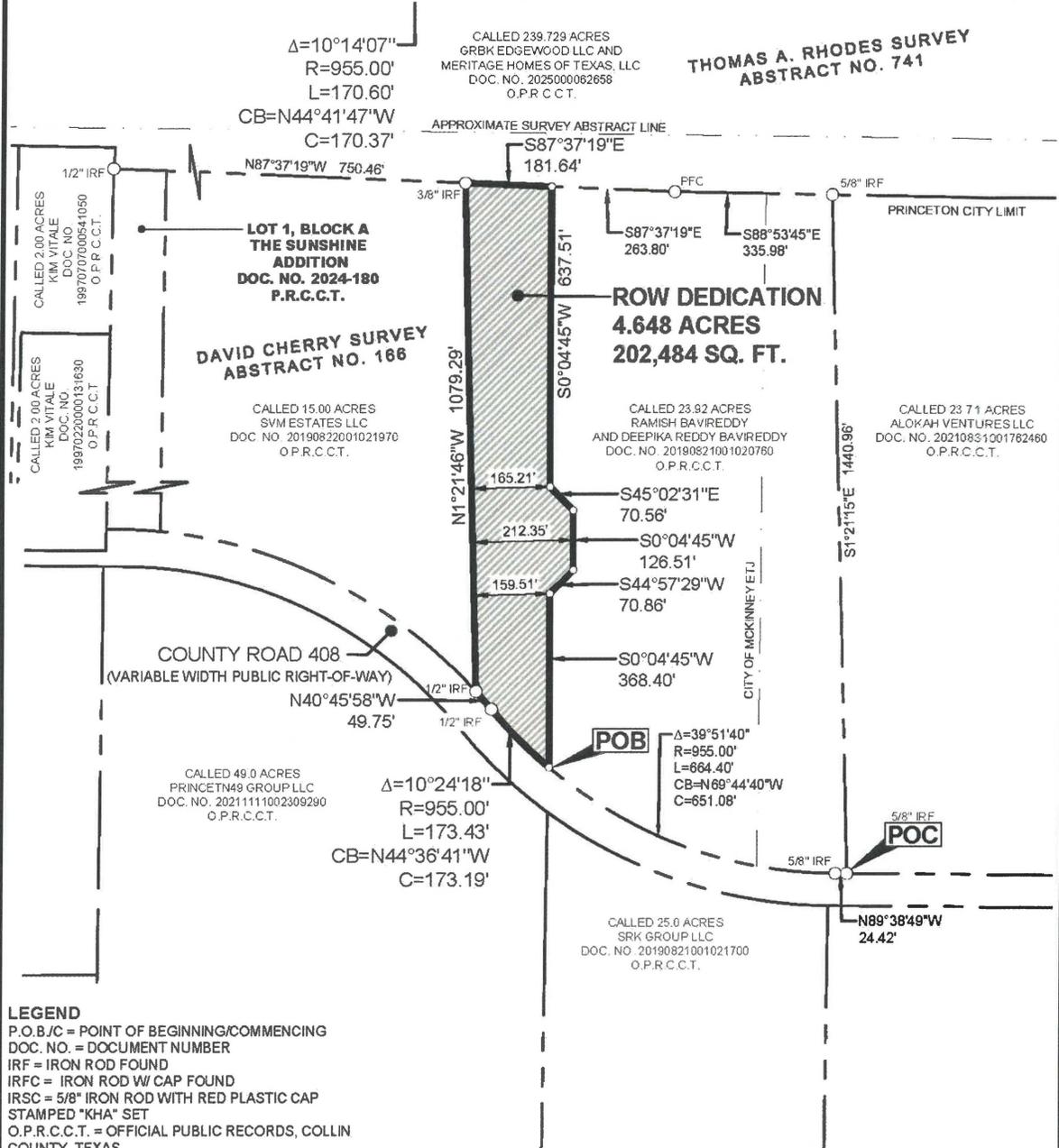
ROW
 TEMPORARY GRADING & CONSTRUCTION EASEMENT

Kimley»Horn
400 N. Oklahoma Dr.
Suite 100
Celina, Texas 75009
469-201-2200
State of Texas Registration No. F-629
KIMLEY-HORN ENGINEERS, ARCHITECTS & PLANNERS, L.P.
2025.09.01

EXHIBIT "C"

RIGHT-OF-WAY DEDICATION
DOWLIN PARKWAY

DAVID CHERRY SURVEY, ABSTRACT NO. 166
CITY OF MCKINNEY ETJ, COLLIN COUNTY, TEXAS



LEGEND

- P.O.B/C = POINT OF BEGINNING/COMMENCING
- DOC. NO. = DOCUMENT NUMBER
- IRF = IRON ROD FOUND
- IRFC = IRON ROD W/ CAP FOUND
- IRSC = 5/8" IRON ROD WITH RED PLASTIC CAP
- STAMPED "KHA" SET
- O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

NOTES:

A description was prepared on even date to accompany this sketch.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are surface distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999847313.

Kimley»Horn

400 North Oklahoma Dr., Suite 105
Celina, Texas 75009 FIRM # 10194503 Tel. No. (469) 501-2200
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 300'	GDW	MJS	Sep. 2025	064537587	2 OF 2

WILEY, GREG 9/30/2025 9:32 AM K:\CELL_SURVEY\064537587-BAINBRIDGE (APEX 241) - GRBKDWG\EXHIBITS\064537587 - BAINBRIDGE - ROW DEDICATION EX.DWG

**RIGHT-OF-WAY DEDICATION
DOWLIN PARKWAY**

DAVID CHERRY SURVEY, ABSTRACT NO. 166
CITY OF MCKINNEY ETJ, COLLIN COUNTY, TEXAS

BEING a 4.648 acre tract of land situated in the David Cherry Survey, Abstract No. 166, City of McKinney ETJ, Collin County, Texas, being a portion of a called 23.92 acre tract of land described in the Warranty Deed with Vendor's Lien to Ramesh Bavireddy and Deepika Reddy Bavireddy, recorded in Document No. 20190821001020760, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod found for the southeast corner of said 23.92 acre tract, same being the southwest corner of a called 23.71 acre tract of land described in the Warranty Deed with Vendor's Lien to Alokah Ventures LLC, recorded in Document No. 20210831001762460, O.P.R.C.C.T., and being in the north right-of-way line of County Road No. 408 (variable width public right-of-way);

THENCE with the north right-of-way line of said County Road No. 408 and the south line of said 23.92 acre tract, the following courses:

North 89°38'49" West, a distance of 24.42 feet to a 5/8-inch iron rod found for the beginning of a tangent curve to the right with a radius of 955.00 feet, a central angle of 39°51'40", and a chord bearing and distance of North 69°44'40" West, 651.08 feet;

In a northwesterly direction, with said tangent curve to the right, an arc distance of 664.40 feet to the **POINT OF BEGINNING** and being the beginning of a non-tangent curve to the right with a radius of 955.00 feet, a central angle of 10°24'18", and a chord bearing and distance of North 44°36'41" West, 173.19 feet;

In a northwesterly direction, with said non-tangent curve to the right, an arc distance of 173.43 feet to a 1/2-inch iron rod found for corner;

North 40°45'58" West, a distance of 49.75 feet to a 1/2-inch iron rod found for the southwest corner of said 23.92 acre tract and being the southeast corner of a called 15.00 acre tract described in Warranty Deed with Vendor's Lien to SVM Estates LLC, recorded in Document No. 20190822001021970, O.P.R.C.C.T.;

THENCE North 01°21'46" West, with the common line of said 23.92 and 15.00 acre tracts, a distance of 1,079.29 feet to a 3/8-inch iron rod found for the northwest corner of said 23.92 acre tract, same being the northeast corner of said 15.00 acre tract and being in the south line of a called 239.729 acre tract of land described in the Special Warranty Deed to GRBK Edgewood LLC and Meritage Homes of Texas, LLC, recorded in Document No. 2025000062658, O.P.R.C.C.T.;

THENCE South 87°37'19" East, with the common line of said 23.92 acre tract and said 239.729 acre tract, a distance of 181.64 feet to a point for corner from which a 5/8-inch iron rod found for the northeast corner of said 23.92 acre tract bears South 87°37'19" East, a distance of 263.80 feet and South 88°53'45" East, a distance of 335.98 feet;

THENCE over and across said 23.92 acre tract, the following courses:

South 00°04'45" West, a distance of 637.51 feet to a point;

South 45°02'31" East, a distance of 70.56 feet to a point;

South 00°04'45" West, a distance of 126.51 feet to a point;

South 44°57'29" West, a distance of 70.86 feet to a point;

South 00°04'45" West, a distance of 368.40 feet to the **POINT OF BEGINNING** and containing 202,484 square feet or 4.648 acres of land.

NOTES:

A sketch was prepared on even date to accompany this description.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are surface distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999847313.

PRELIMINARY

THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT

MICHAEL J. SWAYNE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 7143
400 NORTH OKLAHOMA DR.,
SUITE 105
CELINA, TEXAS 75009
PH. 469-501-2200
michael.swayne@kimley-horn.com

					
<small>400 North Oklahoma Dr., Suite 105 Celina, Texas 75009 FIRM # 10194503 Tel. No. (469) 501-2200 www.kimley-horn.com</small>					
<small>Scale</small> N/A	<small>Drawn by</small> GDW	<small>Checked by</small> MJS	<small>Date</small> Sep. 2025	<small>Project No.</small> 064537587	<small>Sheet No.</small> 1 OF 2