

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 _____, 2025, by and between LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership (“Developer”), on behalf of North Collin County Municipal Utility District No. 1, 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 1”), 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 1, certain property located within MUD 1 and the County, commonly referred to as Songhill (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 135, 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 1, 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 the Property. The start of construction of the Property (Songhill Phase 1) shall not be held up by plan approval of Project, as detailed on Exhibit “A” but rather shall not receive final acceptance prior to the Project’s Phase 2 being completed. Developer shall not be obligated to perform any work, upgrade, or modification not expressly identified in Exhibit A unless mutually agreed in writing and accompanied by an executed cost allocation adjustment signed by both Parties.

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.

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 certificated executed by the engineer for the Project. The County shall review such accounting and shall within 10 days of receipt of such accounting, provide Developer with a detailed listing of any costs of construction for the Project it disputes. In the event the Developer and the County cannot resolve the dispute in the prescribed number of days set forth in this paragraph, BGE, Inc, the Project engineer is hereby appointed to make a recommendation to resolve the dispute. The recommendation is non-binding. The County hereby agrees to pay the County's proportionate share of the undisputed costs 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. Notwithstanding anything to the contrary, the County shall have no right to withhold or delay payment of the County's Share once Developer has provided the accounting and engineer certification, except for clearly documented disputed line-items. All undisputed amounts shall be paid when due, and the County shall not condition payment on audit or post-completion review beyond sixty (60) days after delivery of the accounting. Any failure by the County to pay undisputed amounts when due shall bear interest at the maximum lawful rate.

4. Termination. This Agreement shall terminate upon the earlier of (i) a written agreement of the Parties and (ii) completion of the Project by Developer and full reimbursement to Developer for the County's Share of the costs of the Project. Developer shall not be required to dedicate or convey any portion of the completed improvements to the County until the County has paid in full the County's Share of the costs as set forth herein.

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. In no event shall Developer be liable for the County's own negligence or for consequential or indirect damages.

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.

12. 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.

13. Venue - This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, TX.

14. 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 effect 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.

15. 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.

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EXECUTED on this the _____ day of _____, 2025.

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,
a Texas limited partnership

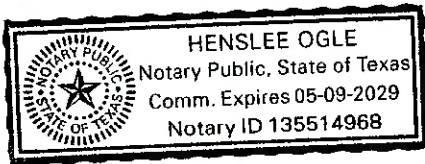
By: U.S. Home, LLC, a Delaware limited liability company, its General Partner

By: Jennifer Ellen
Name: Jennifer Ellen
Title: Authorized Agent

STATE OF TEXAS)

COUNTY OF Dallas)

This instrument was acknowledged before me on December 11, 2025, by Jennifer Ellen, as Authorized Agent of U.S. Home, LLC, a Delaware limited liability company, the general partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.



[Signature]

Notary Public in and for the
State of Texas

COLLIN COUNTY, TEXAS

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

EXHIBIT "A"

ASPHALT AND CONCRETE
PAVING BY COUNTY
(ONE LANE INCLUDED IN
COUNTY COSTS)

ASPHALT AND CONCRETE
PAVING BY DEVELOPER
(ONE LANE AND TURN LANES
INCLUDED IN DEVELOPER COSTS)

COUNTY ROAD 135
(RESURFACING NORTH-OF-13147)

SONGHILL - PHASE 1

FUTURE CONCRETE PAVING
(ONE LANE REDUCED FROM COUNTY COSTS
AND ONE LANE INCLUDED IN DEVELOPER COSTS)

N.T.S.



BGE, Inc.
2595 Dallas Pkwy, Suite 101
Frisco, TX 75034
Tel: 972-464-4800 • www.bgeinc.com
TBPE Registration No. F-1046

CR 135 LAYOUT - EXHIBIT A

Celina, Texas
December, 2025



EXHIBIT "B"



ROUGH LAND DEVELOPMENT BUDGET

				CREATED:	12/19/2025
PROJECT:	Songhill - CR 135 Improvements	ACREAGE:	3.65	# OF LOTS:	
CITY:	Collin County	LF	1916	TYP. LOT SIZE:	
P.I.D.:				TYP. PAD SIZE:	

SUMMARY		TOTALS	NOTES	
A.	CR 135 - Songhill (1 lane and Turn Lane)	\$823,270	Developer Cost	
B.	CR 135 - County (1 lane)	\$636,436	County Cost	
Total Construction Cost		\$1,459,706		
*C.	Future CR 135 (1 lane)	\$144,174	Developer Cost, County Reduction	
A. + C.		Developer Responsible	\$967,444	Total Developer Cost
B. - C.		County Responsible	\$492,262	Total County Cost
Total Construction Cost		\$1,459,706		

*The developer will be responsible for one future lane of CR 135 along their frontage. The developer amount for Future CR 135 will be used to help reduce the burden on the county for the proposed county construction cost. Future CR 135 is not being constructed at this time since it is within the SCS Lake Area, more R.O.W. will need to be acquired by the county, and the change in elevation is up to 14' which will all create design and financial issues.

NOTES:

- Assumes no easement acquisition cost.
- Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable development cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgement as a design professional familiar with the construction industry. However, the design professional cannot and does not guarantee that proposals, bids, or the development cost will not vary from opinions of probable costs prepared by him. If the owner wishes greater assurance as to the developer costs, he shall employ an independent cost estimator.

A. CR 135 - Songhill (Single Lane and Turn Lanes)					
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	NOTES
EXCAVATION AND PLACEMENT OF FILL	CY	2,638	17.80	\$46,956	Assumes 2.5' of cut over 50% ROW
CLEARING & BRUSHING, STRIP 6" TOPSOIL AND STOCKPILE	ACRE	1.83	14,896.10	\$27,185	Assumes 0.5' of cut over 50% ROW
CURLEX	SY	4,455	2.20	\$9,801	Assumes 50% Quantity
SEED, FERTILIZER, AND IRRIGATION	SY	2,298	2.40	\$5,515	Assumes 50% Quantity
ASPHALT DEMOLITION	SY	2,350	5.80	\$13,630	Assumes 50% Quantity
CONSTRUCTION ENTRANCE	EA	0.5	2,967.60	\$1,484	Assumes 50% Quantity
SWPPP MAINTENANCE	MO	1.5	4,414.10	\$6,621	Assumes 50% Quantity
SWPPP BOOK	LS	0.5	1,300.60	\$650	Assumes 50% Quantity
ROCK CHECK DAM	EA	1.5	1,119.00	\$1,679	Assumes 50% Quantity
INLET PROTECTION	EA	1.5	130.40	\$196	Assumes 50% Quantity
CONCRETE WASHOUT	EA	0.5	908.50	\$454	Assumes 50% Quantity
SILT FENCE (WIRE BACK W/ STEEL POSTS)	LF	1,871	2.00	\$3,742	Assumes 50% Quantity
18" R.C.P.	LF	574	106.20	\$60,959	Assumes 50% Quantity
24" R.C.P.	LF	7	141.90	\$993	Assumes 50% Quantity
JUNCTION BOX	EA	1.0	8,891.00	\$8,891	Assumes 50% Quantity
10' INLET	EA	1.0	5,692.90	\$5,693	Assumes 50% Quantity
15' INLET	EA	0.5	6,828.70	\$3,414	Assumes 50% Quantity
24" HEADWALL	EA	0.5	3,699.00	\$1,850	Assumes 50% Quantity
ROCK RIP-RAP	SY	22	202.50	\$4,455	Assumes 50% Quantity
TRENCH SAFETY	LF	581	1.70	\$988	Assumes 50% Quantity
8" REINF. CONCRETE STREET PAVEMENT	SY	3,185	73.20	\$233,118	Single Lane
7.5" ASPHALT - TURN LANES	SY	1,122	55.60	\$62,365	100% Quantity
7.5" ASPHALT - TRANSITIONS	SY	817	55.60	\$45,444	Assumes 50% Quantity
8" COMPACTED LIME SUBGRADE	SY	5,713	6.90	\$39,419	Single Lane and Turn Lanes
HYDRATED LIME MATERIAL	TON	80	333.50	\$26,673	Single Lane and Turn Lanes
SIGNS	EA	2.5	900.80	\$2,252	Assumes 50% Quantity
PAVEMENT STRIPING AND MARKERS	LS	1	37,362.30	\$37,362	Assumes 75% Quantity
Type III BARRICADE	EA	0.5	2,741.50	\$1,371	Assumes 50% Quantity
TRAFFIC CONTROL	MO	3	4,054.40	\$12,163	Assumes 50% Quantity
PERFORMANCE, PAYMENT, AND MAINTENANCE BON	LS	1	8,915.20	\$8,915	Assumes 50% Quantity
CONSTRUCTION PH. - ENGR. & SURVEY	LS	1	82,500.00	\$82,500	Assumes 50% Quantity
CONTINGENCY (UNEXPECTED COSTS)	PERCENT	10%	665,322.79	\$66,532	
SUB - TOTAL ENTITLEMENT & IMPACT				\$823,270	

- Pavement thickness/ subgrade to be confirmed with Geotech report
- CR 135 East assumes splitting cost of storm 50/50.
- Assumes 1 lane of pavement and the turn lanes



ROUGH LAND DEVELOPMENT BUDGET

				CREATED:	12/19/2025
PROJECT:	Songhill - CR 135 Improvements	ACREAGE:	3.65	# OF LOTS:	
CITY:	Collin County	LF	1916	TYP. LOT SIZE:	
P.I.D.:				TYP. PAD SIZE:	

B. CR 135 - County (Single Lane)

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	NOTES
EXCAVATION AND PLACEMENT OF FILL	CY	2,638	17.80	\$46,956	Assumes 2.5' of cut over 50% ROW
CLEARING & BRUSHING, STRIP 6" TOPSOIL AND STOCKPILE	ACRE	1.83	14,896.10	\$27,185	Assumes 0.5' of cut over 50% ROW
CURLEX	SY	4,455	2.20	\$9,801	Assumes 50% Quantity
SEED, FERTILIZER, AND IRRIGATION	SY	2,298	2.40	\$5,515	Assumes 50% Quantity
ASPHALT DEMOLITION	SY	2,350	5.80	\$13,630	Assumes 50% ROW
ROCK CHECK DAM	EA	1.5	1,119.00	\$1,679	Assumes 50% Quantity
INLET PROTECTION	EA	1.5	130.40	\$196	Assumes 50% Quantity
CONSTRUCTION ENTRANCE	EA	0.5	2,967.60	\$1,484	Assumes 50% Quantity
SWPPP MAINTENANCE	MO	1.5	4,414.10	\$6,621	Assumes 50% Quantity
SWPPP BOOK	LS	0.5	1,300.60	\$650	Assumes 50% Quantity
CONCRETE WASHOUT	EA	0.5	908.50	\$454	Assumes 50% Quantity
SILT FENCE (WIRE BACK W/ STEEL POSTS)	LF	1,871	2.00	\$3,742	Assumes 50% Quantity
18" R.C.P.	LF	574	106.20	\$60,959	Assumes 50% Quantity
24" R.C.P.	LF	7	141.90	\$993	Assumes 50% Quantity
JUNCTION BOX	EA	1.0	8,891.00	\$8,891	Assumes 50% Quantity
10' INLET	EA	1.0	5,692.90	\$5,693	Assumes 50% Quantity
15' INLET	EA	0.5	6,828.70	\$3,414	Assumes 50% Quantity
24" HEADWALL	EA	0.5	3,699.00	\$1,850	Assumes 50% Quantity
ROCK RIP-RAP	SY	22	202.50	\$4,455	Assumes 50% Quantity
TRENCH SAFETY	LF	581	1.70	\$988	Assumes 50% Quantity
8" REINF. CONCRETE STREET PAVEMENT	SY	2,285	73.20	\$167,286	1 Lane
7.5" ASPHALT - TRANSITIONS	SY	817	55.60	\$45,444	Assumes 50% Quantity
8" COMPACTED LIME SUBGRADE	SY	3,459	6.90	\$23,870	1 Lane
HYDRATED LIME MATERIAL	TON	48	333.50	\$16,152	1 Lane
DRIVEWAY RECONSTRUCTION	EA	2	4,103.10	\$8,206	100% Quantity
REMOVE AND RELOCATE EXISTING MAILBOX	EA	1	1,118.30	\$1,118	100% Quantity
SIGNS	EA	2.5	900.80	\$2,252	Assumes 50% Quantity
PAVEMENT STRIPING AND MARKERS	LS	1	12,454.10	\$12,454	Assumes 25% Quantity
Type III BARRICADE	EA	0.5	2,741.50	\$1,371	Assumes 50% Quantity
TRAFFIC CONTROL	MO	3	4,054.40	\$12,163	Assumes 50% Quantity
PERFORMANCE, PAYMENT, AND MAINTENANCE BON	LS	1	8,915.20	\$8,915	Assumes 50% Quantity
CONSTRUCTION PH. - ENGR. & SURVEY	LS	1	82,500.00	\$82,500	Assumes 50% Quantity
CONTINGENCY (UNEXPECTED COSTS)	PERCENT	10%	495,473.46	\$49,547	
SUB - TOTAL ENTITLEMENT & IMPACT				\$636,436	

1. Pavement thickness/ subgrade to be confirmed with Geotech report
2. CR 135 East assumes splitting cost of storm 50/50.
3. Assumes 1 lane of pavement

C. Future CR 135 (1 lane) - Deduction

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	NOTES
EXCAVATION AND PLACEMENT OF FILL	CY	2,300	17.80	\$40,940	Assumes 7' of Fill over 50% ROW
CLEARING & BRUSHING, STRIP 6" TOPSOIL AND STOCKPILE	ACRE	0.21	14,896.10	\$3,128	1 Lane
CURLEX AND SEED, FERTILIZER, AND IRRIGATION	SY	1,016	2.30	\$2,337	1 Lane
ASPHALT DEMOLITION	SY	918	5.80	\$5,322	1 Lane
ROCK CHECK DAM	EA	1	1,119.00	\$1,119	1 Lane
SILT FENCE (WIRE BACK W/ STEEL POSTS)	LF	301	2.00	\$602	1 Lane
24" R.C.P.	LF	79	141.90	\$11,210	1 Lane
10' INLET	EA	0.5	5,692.90	\$2,846	1 Lane
TRENCH SAFETY	LF	79	1.70	\$134	1 Lane
8" REINF. CONCRETE STREET PAVEMENT	SY	401	73.20	\$29,378	1 Lane
8" COMPACTED LIME SUBGRADE	SY	441	6.90	\$3,046	1 Lane
HYDRATED LIME MATERIAL	TON	6	333.50	\$2,061	1 Lane
Type II-C-R 4" Square Markers	EA	2	5.00	\$10	1 Lane
4" Double Yellow Thermo Stripes	LF	151	2.70	\$406	1 Lane
TRAFFIC CONTROL	MO	3	4,054.40	\$12,163	1 Lane
CONSTRUCTION PH. - ENGR. & SURVEY	LS	1	18,000.00	\$18,000	
CONTINGENCY (UNEXPECTED COSTS)	PERCENT	10%	114,703.45	\$11,470	
SUB - TOTAL ENTITLEMENT & IMPACT				\$144,174	