

COST SHARING AGREEMENT – WITH DEPOSIT

This Cost Sharing Agreement – with Deposit is made by and between Collin County, Texas (hereinafter “County”) and Lennar Homes Land and Construction, LTD (hereinafter “Developer”) effective as of the date of the last to sign.

1. Project. The work needed to construct both lanes of County Road 392 and the necessary drainage infrastructure along the frontage of the Daybreak development as more specifically described in Exhibit “A” hereto (hereinafter “Project”).
2. County to Perform the Project. The County binds itself to perform the Project. However, for various reasons the Project will not be undertaken until a later date.
3. Cost Sharing. The Developer and the County agree to share the cost of the Project. The Developer’s share is 53.4% which the Developer agrees is proportionately related to its development and is a fair estimate. The County’s share is 46.6%.
4. Cost Estimate. The current cost estimate for the Project is \$2,387,250.59. The Developer’s share of costs under the cost estimate is \$1,274,529.48.
5. Deposit.
 - 5.1. Because the Project will not be undertaken until a date later than the approval date of the Development, there is a need for the County to assure that the Developer’s cost share is available when the Project is commenced by the County. Therefore, the Developer shall pay over to and deposit with the County its estimated cost share of \$1,274,529.48 within 30 days of the effective date of this agreement. The funds on deposit with the County may be used by the County for the Project without any prior approval by the Developer.
 - 5.2. The County shall hold the funds in a separate, interest-bearing account. Interest will remain as part of the balance of the account. The funds shall only be used by the County for the Project.
 - 5.3. If for any reason the County determines not to proceed with the Project, the funds will be repaid to the Developer together with the interest earned thereon.
 - 5.4. If the Project does not require use of the full amount on deposit, the County will repay any remaining balance to the Developer.
6. Timing. The Project must be commenced within Fifteen (15) years of the effective date of this Agreement. If the Project is not commenced within that period, the funds will be repaid to the Developer together with the interest earned thereon.

7. General Terms and Conditions.

7.1. Governing Law and Venue. This Agreement will be governed by and interpreted under the laws of the State of Texas, regardless of any conflict-of-law rules. Venue of any dispute shall be in a court of competent jurisdiction in Collin County, Texas.

7.2. 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.

7.3. Entire Agreement. This Agreement constitutes the entire agreement between the parties. All understandings, discussions, and agreements previously made between the parties, written or oral, are superseded by this Agreement, and neither party is relying on any warranty, statement, or representation not contained in this Agreement.

7.4. Amendment. No amendment, modification, or alteration of the terms of this Agreement will be binding unless it is (a) in writing, (b) dated after the date of the Agreement, and (c) duly executed by the parties to the Agreement.

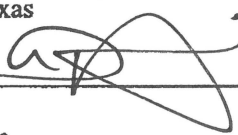
7.5. Indemnification. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its negligent performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

7.6. Payment Terms. Payments will be made in accordance with Government Code Sec. 2251.021 Time for Payment by Governmental Entity.

7.7. 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.

7.8. 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.

Collin County, Texas

By: 

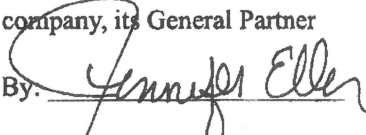
Chris Hill
County Judge

Date: 22 MAY 2026

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

Date: 5/1/2026

DAYBREAK
CR 392 ESCROW COST ESTIMATE

Kimley»Horn

PROJECT NAME: DAYBREAK

LOCATION: COLLIN COUNTY, TEXAS

DATE: 3/30/2026

Item No.	Name of Pay Item	Estimated Quantity	Unit	Unit Price	Item Cost
Lennar Responsible					
1	Demo and Dispose of Existing Asphalt Pavement	3236	SY	\$ 15.00	\$ 48,540.00
2	Demo and Dispose of Existing Gravel Driveway	241	SY	\$ 4.00	\$ 964.00
3	Relocate Existing Power Pole and Overhead Electric	11	LS	\$ -	\$ 120,000.00
4	Remove Fence	688	LF	\$ 3.00	\$ 2,064.00
5	Remove Existing Driveway Culvert	3	EA	\$ 1,000.00	\$ 3,000.00
6	Sawcut and Remove Existing Asphalt and Connect to CR 392	24	LF	\$ 60.00	\$ 1,440.00
7	Earthwork	2813	CY	\$ 10.00	\$ 28,130.00
8	18" RCP	610	LF	\$ 75.00	\$ 45,750.00
9	21" RCP	11	LF	\$ 80.00	\$ 880.00
10	48" RCP	522	LF	\$ 234.00	\$ 122,148.00
11	3 - 7'x4' RCB	60	LF	\$ 1,650.00	\$ 99,000.00
12	10' Recessed Curb Inlet	4	EA	\$ 7,500.00	\$ 30,000.00
13	Parallel Wing Headwall	1	EA	\$ 35,000.00	\$ 35,000.00
14	8" 4000 PSI Concrete w/ No. 4 Bars 18" C-C E.W.	4633	SY	\$ 65.00	\$ 301,145.00
15	6" Thick Lime Stabilized Subgrade Preparation	4806	SY	\$ 4.00	\$ 19,224.00
16	6" 4000 PSI Concrete w/No. 4 Bars 18" C-C E.W. (Existing Roadway Connections)	464	SY	\$ 55.00	\$ 25,520.00
17	Hydrated Lime (assumes 48 lbs/SY)	116	TONS	\$ 340.00	\$ 39,440.00
18	6" Wide White Lane Line Striping	1491	LF	\$ 4.50	\$ 6,709.50
19	General Site Preparation (3.455 Acres)	50.0%	LS	\$ 7,000.00	\$ 3,500.00
20	Revegetation of Disturbed Areas	50.0%	LS	\$ 26,200.00	\$ 13,100.00
21	SWPPP + Erosion Control	50.0%	LS	\$ 7,000.00	\$ 3,500.00
22	Traffic Control	50.0%	LS	\$ 15,000.00	\$ 7,500.00
23	Geotech Testing (2.5% of Items 11-14)	2.5%	LS	\$ 385,329.00	\$ 9,633.23
24	Geotech Testing of Existing Pavement (Shared with Lennar)	50.0%	LS	\$ 4,500.00	\$ 2,250.00
25	Bonds (2% of Construction Cost)	50.0%	LS	\$ 19,323.75	\$ 9,661.88
26	Topographic Survey	50.0%	LS	\$ 5,000.00	\$ 2,500.00
Subtotal: Lennar Responsible					\$ 980,599.60

County Responsible					
1	Demo and Dispose of Existing Asphalt Pavement	1987	SY	\$ 15.00	\$ 29,805.00
2	Demo and Dispose of Existing Gravel Driveway	1275	SY	\$ 4.00	\$ 5,100.00
3	Reconnect Existing Gravel Driveway to CR 392	1275	SY	\$ 40.00	\$ 51,000.00
4	Demo and Dispose of Existing Concrete Driveway	190	SY	\$ 8.00	\$ 1,520.00
5	Reconnect Existing Concrete Driveway to CR 392	190	SY	\$ 200.00	\$ 38,000.00
6	Relocate Metal Fence and Gate	184	LF	\$ 50.00	\$ 9,200.00
7	Relocate Existing Power Pole and Overhead Electric	6	LS	\$ -	\$ 70,000.00
8	Relocate Existing Mailbox	8	EA	\$ 500.00	\$ 4,000.00
9	Sawcut and Remove Existing Asphalt and Connect to CR 392	24	LF	\$ 60.00	\$ 1,440.00
10	Remove Existing Driveway Culverts	8	EA	\$ 1,000.00	\$ 8,000.00
11	Earthwork	2813	CY	\$ 10.00	\$ 28,130.00
12	18" RCP	236	LF	\$ 75.00	\$ 17,700.00
13	3 - 7'x4' RCB	60	LF	\$ 1,650.00	\$ 99,000.00
14	10' Recessed Curb Inlet	4	EA	\$ 7,500.00	\$ 30,000.00
15	Parallel Wing Headwall	1	EA	\$ 35,000.00	\$ 35,000.00
16	8" 4000 PSI Concrete w/ No. 4 Bars 18" C-C E.W.	4633	SY	\$ 65.00	\$ 301,145.00
17	6" Thick Lime Stabilized Subgrade Preparation	4966	SY	\$ 4.00	\$ 19,864.00
18	Hydrated Lime (assumes 48 lbs/SY)	120	TONS	\$ 340.00	\$ 40,800.00
19	6" Wide White Lane Line Striping	1491	LF	\$ 4.50	\$ 6,709.50
20	General Site Preparation (3.455 Acres)	50.0%	LS	\$ 7,000.00	\$ 3,500.00
21	Revegetation of Disturbed Areas	50.0%	LS	\$ 26,200.00	\$ 13,100.00
22	SWPPP + Erosion Control	50.0%	LS	\$ 7,000.00	\$ 3,500.00
23	Traffic Control	50.0%	LS	\$ 15,000.00	\$ 7,500.00
24	Geotech Testing (2.5% of Items 16-18)	2.5%	LS	\$ 361,809.00	\$ 9,045.23
25	Geotech Testing of Existing Pavement	50.0%	LS	\$ 4,500.00	\$ 2,250.00
26	Bonds (2% of Construction Cost)	50.0%	LS	\$ 16,661.17	\$ 8,330.59
27	Topographic Survey	50.0%	LS	\$ 5,000.00	\$ 2,500.00
28	Separate Instrument Easements	100.0%	LS+tax	\$ 8,118.75	\$ 8,118.75
29	Right of Way and Boundary Retracement	100.0%	LS+tax	\$ 2,706.25	\$ 2,706.25
Subtotal: County Responsible					\$ 856,964.31

Cost Summary***

Subtotal: Lennar Responsible			\$ 980,599.60
	<i>Engineering</i>	10%	\$ 97,809.96
	<i>Contingency</i>	20%	\$ 196,119.92
	Total		\$ 1,274,529.48

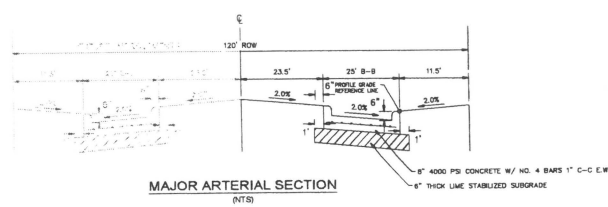
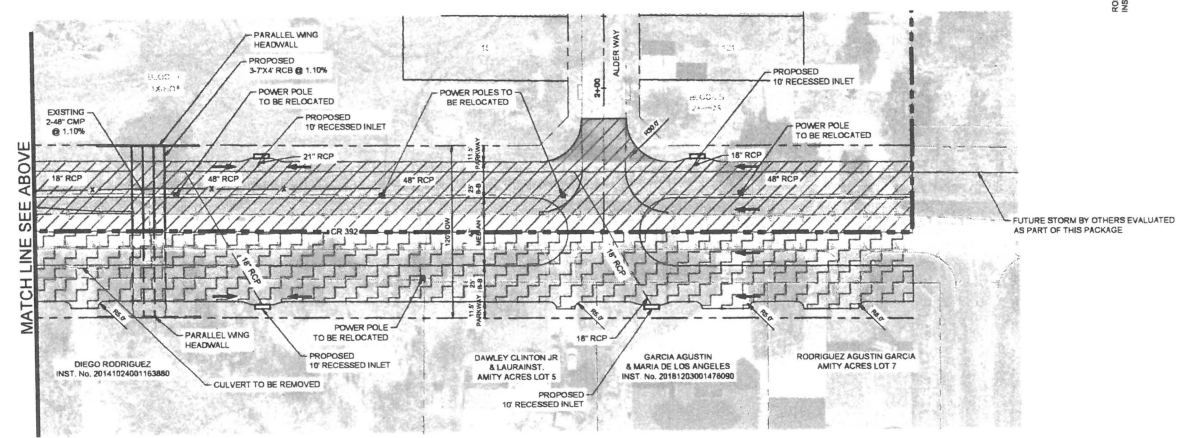
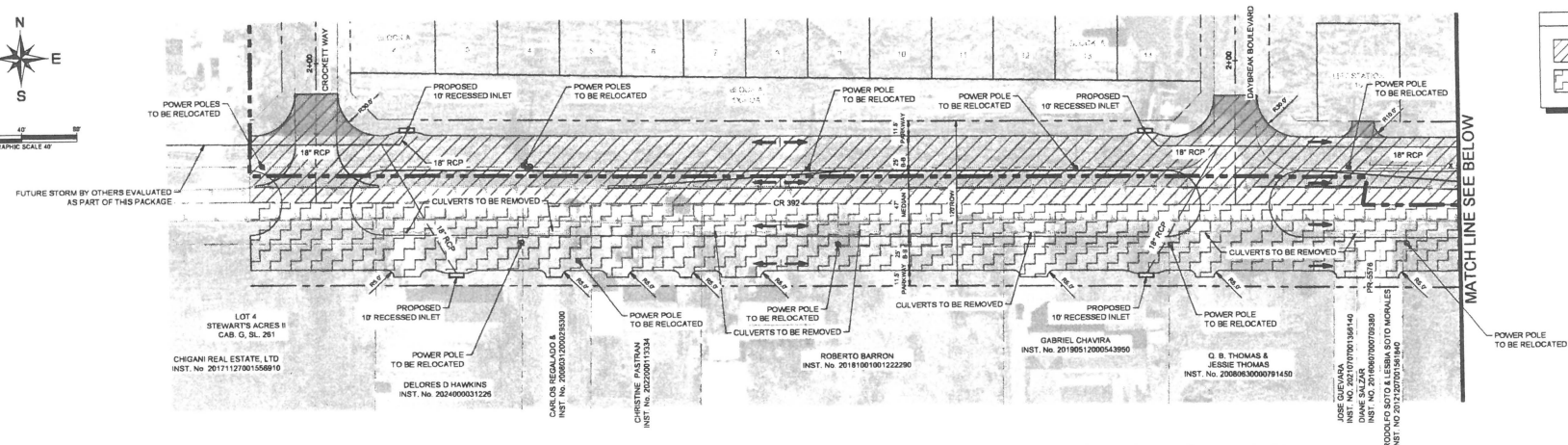
Subtotal: County Responsible			\$ 856,964.31
	<i>Engineering</i>	10%	\$ 84,363.93
	<i>Contingency</i>	20%	\$ 171,392.86
	Total		\$ 1,112,721.11

TOTAL COMBINED ESTIMATED COST OF ENGINEERING + CONSTRUCTION = \$ 2,387,250.59

***Cost summary assumes that CR 392 will be raised 2'



HATCH LEGEND	
	DEVELOPER FULLY RESPONSIBLE
	COUNTY FULLY RESPONSIBLE



CR 392 ESCROW EXHIBIT
DAYBREAK PHASE I
 Collin County, Texas
 May 2025

Kimley»Horn

13456 Noel Road
 Suite 200
 Dallas, TX 75240
 P 972-701-3300
 F 972-381-3820
 State of Texas Registration No. F-928

NOTES:
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