COST SHARING AGREEMENT – WITH DEPOSIT

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

1. Project. The work needed for roadway improvements along CR 442 for the Acorn South 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 39.608837 %, which the Developer agrees is proportionately related to its development and is a fair estimate. The County's share is 60.391163 %.
4. Cost Estimate. The current cost estimate for the Project is $ 673,035.04. The Developer's share of costs under the cost estimate is $ 266,581.35.
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 $ 266,581.35 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: ______________________________

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 Eller

Name: Jennifer Eller

Title: Authorized Agent

Date: 5/1/2026

ACORN SOUTH
CR 442 ESCROW

Kimley»Horn

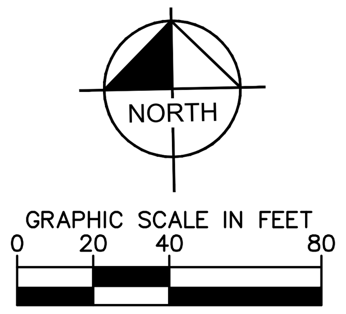
PROJECT NAME: ACORN SOUTH
LOCATION: COLLIN COUNTY, TEXAS
DATE: 12/03/2025

Item No.	Name of Pay Item	Estimated Quantity	Unit	Unit Price	Item Cost
County Responsible					
1	Demo and Dispose of Existing Asphalt Pavement	1400	SY	$ 8.00	$ 11,200.00
2	Relocate Existing Power Pole and Overhead Electric	0	EA	$ -	$ -
3	Relocate Existing Telephone Box	0	EA	$ -	$ -
4	Relocate Existing Mailbox	5	EA	$ 500.00	$ 2,500.00
5	Remove and Replace Existing Driveway Culvert	5	EA	$ 10,000.00	$ 50,000.00
6	Demo and Dispose of Existing Gravel Driveway	4	EA	$ 1,000.00	$ 4,000.00
7	Reconnect Existing Gravel Driveway to CR 442	4	EA	$ 5,000.00	$ 20,000.00
8	Demo and Dispose of Existing Concrete Driveway	1	EA	$ 2,000.00	$ 2,000.00
9	Reconnect Existing Asphalt Driveway to CR 442	1	EA	$ 10,000.00	$ 10,000.00
10	Additional Right-of-Way Acquisition	11900	SF	$ 2.00	$ 23,800.00
11	Excavation	929	CY	$ 15.00	$ 13,935.00
12	6" 4000 PSI Concrete w/ No. 3 Bars 18" C-C E.W.	1720	SY	$ 61.00	$ 104,920.00
13	8" Thick HMAC Type B Asphalt Transition	87	SY	$ 100.00	$ 8,700.00
14	7" Thick Lime Stabilized Subgrade Preparation	1988	SY	$ 6.00	$ 11,928.00
15	Hydrated Lime (assumes 48 lbs/SY)	48	TONS	$ 316.00	$ 15,168.00
16	6" Wide Solid Double Yellow Striping	594	LF	$ 4.50	$ 2,673.00
17	General Site Preparation (2.0 Acres)	50%	LS	$ 8,000.00	$ 4,000.00
18	Revegetation of Disturbed Areas	50%	LS	$ 20,000.00	$ 10,000.00
19	SWPPP + Erosion Control	50%	LS	$ 7,500.00	$ 3,750.00
20	Traffic Control	50%	LS	$ 15,000.00	$ 7,500.00
21	Geotech Testing (2.5% of Items 11-15)	2.5%	LS	$ 139,483.00	$ 3,487.08
21	Bonds (2% of Construction Cost)	50%	LS	$ 6,191.22	$ 3,095.61
				Subtotal: County Responsible	**$ 312,656.69**
Lennar Responsible					
1	Demo and Dispose of Existing Asphalt Pavement	1400	SY	$ 8.00	$ 11,200.00
2	Sawcut and Remove Existing Concrete and Connect to CR 442	40	LF	$ 60.00	$ 2,400.00
3	Excavation	929	CY	$ 15.00	$ 13,935.00
4	6" 4000 PSI Concrete w/ No. 3 Bars 18" C-C E.W.	1720	SY	$ 61.00	$ 104,920.00
5	8" Thick HMAC Type B Asphalt Transition	87	SY	$ 100.00	$ 8,700.00
6	7" Thick Lime Stabilized Subgrade Preparation	1988	SY	$ 6.00	$ 11,928.00
7	Hydrated Lime (assumes 48 lbs/SY)	48	TONS	$ 316.00	$ 15,168.00
8	6" Wide Solid Double Yellow Striping	594	LF	$ 4.50	$ 2,673.00
9	General Site Preparation (2.0 Acres)	50%	LS	$ 8,000.00	$ 4,000.00
10	Revegetation of Disturbed Areas	50%	LS	$ 20,000.00	$ 10,000.00
11	SWPPP + Erosion Control	50%	LS	$ 7,500.00	$ 3,750.00
12	Traffic Control	50%	LS	$ 15,000.00	$ 7,500.00
13	Geotech Testing (2.5% of Items 4-7)	2.5%	LS	$ 139,483.00	$ 3,487.08
13	Bonds (2% of Construction Cost)	50%	LS	$ 10,803.01	$ 5,401.50
				Subtotal: Lennar Responsible	**$ 205,062.58**

Cost Summary

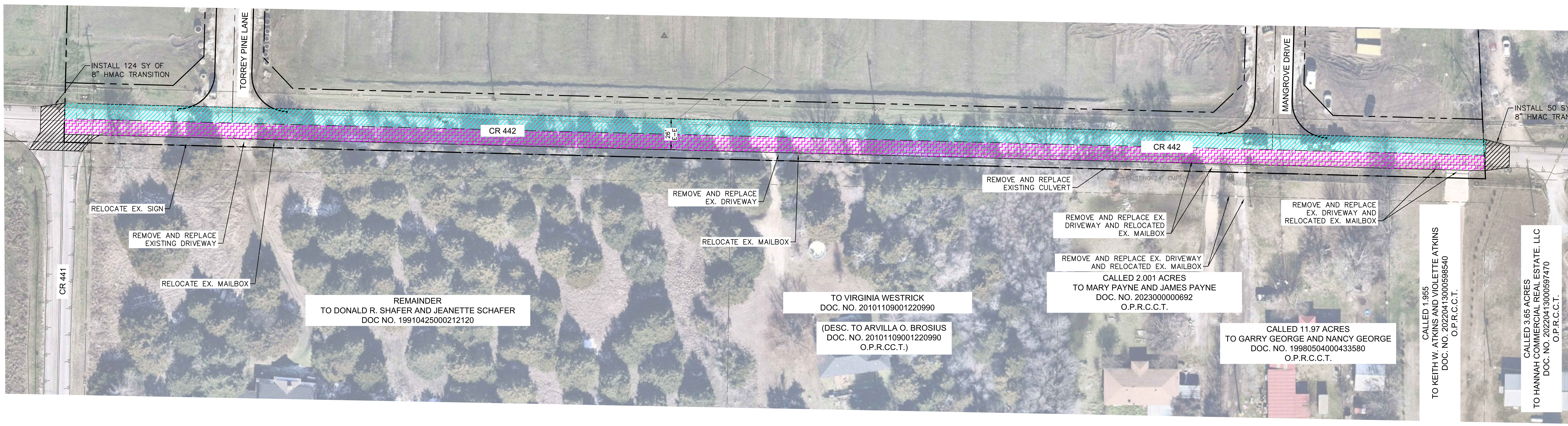
Subtotal: County Responsible			$ 312,656.69
	Engineering	*10%*	$ 31,265.67
	Contingency	*20%*	$ 62,531.34
	Total		**$ 406,453.69**
Subtotal: Lennar Responsible			$ 205,062.58
	Engineering	*10%*	$ 20,506.26
	Contingency	*20%*	$ 41,012.52
	Total		**$ 266,581.35**

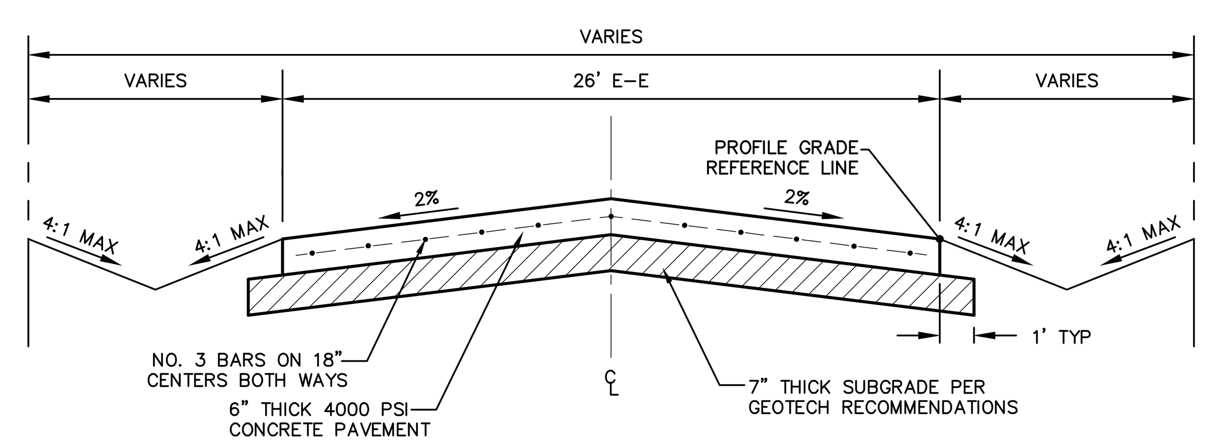
TOTAL COMBINED COST OF ENGINEERING + CONSTRUCTION = $ 673,035.04



HATCH LEGEND

- COUNTY SHARED PORTION
- ACORN SOUTH PORTION





TYPICAL PAVING SECTION
FOR VARIABLE WIDTH ROW - 26' E-E

CR 442 ESCROW EXIBIT

ACORN SOUTH

Collin County, Texas
February 2025

DWG NAME K:\CEL_CIVIL\063451609-ACORN SOUTH\CAD\EXHIBITS\PLANSHEETS\20250128_CR 442 ESCROW EXHIBIT.DWG
LAST SAVED 1/30/2025 5:30 PM

Kimley»Horn
400 North Oklahoma Drive
Suite 105
Celina, Texas 75009
469-501-2200
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.