

COST PARTICIPATION AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS COST PARTICIPATION AGREEMENT (“**Agreement**”) is entered into between the **WILLIAMSON COUNTY, TEXAS**, a Texas political subdivision (“**County**”), and **RAS LEVEL 2 HOLDINGS, LP**, its successors and assigns, (“**Developer**”). In this Agreement, County and Developer are sometimes individually referred to as “**Party**” and collectively referred to as “**Parties**”.

RECITALS

WHEREAS, the County and the Developer desire to co-operate in the construction of two (2) streets through the Ridge at Cross Creek Subdivision as shown on Exhibit “A”, attached hereto and incorporated herein (the “**Project**”), which will be mutually beneficial to the Parties; and

WHEREAS, the Project will further the public interest and welfare and the County desires to contribute towards its cost;

WHEREAS, the Parties wish to memorialize their respective duties and obligations with respect to the Project;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.

TERMS

A. Recitals. The Recitals above are incorporated herein.

B. County Participation. County agrees to pay to Developer the amount of \$40,945.10 (“**County’s Contribution**”), which represents the increase in the cost of the Project due to the widening of Creek Crossing Drive and View Drive, each by two feet (2’), as set forth in Exhibit “B”, attached hereto and incorporated herein.

C. Developer Participation. Developer agrees to be solely responsible for the design and construction of the Project. Developer further agrees to be responsible for any and all incurred Project costs in excess of County’s Contribution.

D. Payment. County shall remit payment to Developer pursuant to normal County protocol at the time Creek Crossing Drive and View Drive are both complete and open to the public.

II.

GENERAL PROVISIONS

A. Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid portion had never been contained herein.

B. Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

C. Entire Agreement. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Reuse Water project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

D. Amendments. Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of the Parties.

E. Applicable Law; Venue. This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Williamson County, Texas.

F. Force Majeure. Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

G. Exhibit. The following exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit "A" – Project Location

Exhibit "B" – Extra Width Cost Differential

H. Counterparts. Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

I. Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

J. No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties.

(signatures on following page)

WILLIAMSON COUNTY:

By: _____
Dan A. Gattis, County Judge

Date: _____

RAS LEVEL 2 HOLDINGS, LP

By: _____
Luke Barsey its General Partner

Date: 10/19/16

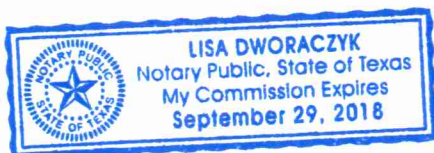
STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared Dan A. Gattis, County Judge, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF Williamson §

On this 19th day of October, 2016, before me, the undersigned notary public, personally appeared Luke Barsey, Gen. Partner of RAS Level 2 Holdings, LP, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.



[Signature]
Notary Public, State of Texas

WILLIAMSON COUNTY:

By: [Signature]
Dan A. Gattis, County Judge

Date: 10-31-2016

RAS LEVEL 2 HOLDINGS, LP

By: [Signature]
Luke Brey its General Partner

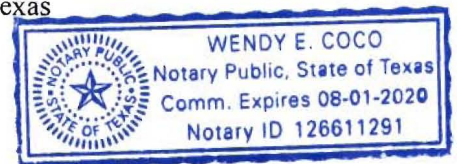
Date: 10/19/16

STATE OF TEXAS §
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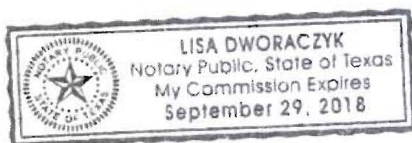
On this 31st day of Oct., 2016, before me, the undersigned notary public, personally appeared Dan A. Gattis, County Judge, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.

Wendy E. Coco
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Williamson §

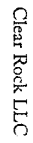


On this 19th day of October, 2016, before me, the undersigned notary public, personally appeared Luke Brey, Gen Partner of RAS Level 2 Holdings, LP, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.



[Signature]
Notary Public, State of Texas

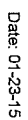
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LEGEND

- ## THE RIDGE at CROSS CREEK

STREET INFORMATION

TOTAL STREETS 8121 L.F.[illegible]

2 FOOT CONTOURS

0 200 400 600

CLEAR ROCK, LLC

SCALE: AS NOTED DIM: 1/8" = 1'-0" DESIGN: DTS DATE: JAN 2015
DWG. NO. AS NOTED JOB NO. 203-602-20

THE RIDGE at CROSS CREEK
PRELIMINARY PLAT

OVERALL STREET PLAN



Jay Engineering Company, Inc.
P.O. Box 1220
Leander, Texas 78648-1220
Tel. (512) 259-3882 Fax. (512) 259-8316

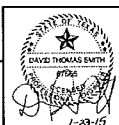


EXHIBIT B

PROJECT	THE RIDGE AT CROSS CREEK				EXTRA WIDTH 7/26/2016
OWNER:	RAS Level 2 Holdings, LP				
	PO BOX 519				
	LIBERTY, HILL, TX 78642				
ITEM	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	TOTAL
	ROADWAY LENGTH PLUS EXTRA LENGTH AT CUL-DE- SACS = 4,393 LF X 2' =1297 SY				
	PRO RATA SHARE OF EXCAVATION	934	CY	\$ 9.25	\$ 8,639.50
	SUBGRADE PREPARATION	976	SY	\$ 2.20	\$ 2,147.20
	LIME STABILIZATION	976	SY	\$ 7.90	\$ 7,710.40
	12" FLEX BASE	976	SY	\$ 11.90	\$ 11,614.40
	2" HMAC	976	SY	\$ 11.10	\$ 10,833.60
					\$ 40,945.10