Appendix C - DEVELOPER'S CONTRACT

STATE OF TEXAS §
COUNTY OF GRAYSON §

This agreement entered into this 14th day of July 2026 by and between the **Grayson County Commissioners Court** (hereinafter referred to as GCCC) and **GRBK Edgewood LLC** on behalf of Sunset Ranch Municipal Utility District of Grayson County (hereinafter referred to as Developer), WITNESSETH THAT:

WHEREAS, as the Developer desires to obtain approval of proposed improvements to the subdivision known as **Sunset Ranch Phase 2A** and to have the GCCC approve the streets, roads, and drainage improvements, the Developer and the GCCC have reached agreement in regard thereto:

NOW, THEREFORE, in consideration of the premises, the Developer and the GCCC do enter into the following agreement:

A. Upon the execution of this agreement, the plat, plans, specifications, and orders of the GCCC, made in connection with the approval of this project, are confirmed, ratified, and agreed upon by both parties and the Developer agrees to comply with such orders of GCCC as applicable to said Subdivision; and all work will be done under the supervision of the consultants engaged by Sunset Ranch Municipal Utility District to County standards and in accordance with applicable County regulations.

B. The plat, plans, specifications, and County orders of the GCCC, referred to in Part 'A' above, are made a part thereof.

C. The Developer will pay for and transfer ownership to the Sunset Ranch Municipal Utility District, free and clear of all liens and costs, all of the improvements provided by the plat, plans, specifications, and orders of the GCCC as mentioned in Part 'A' and 'B' above.

D. The Subdivision may be developed in segments, but no construction of any building or any lots within the Subdivisions (if the improvements are constructed in segments) shall occur nor public utilities be supplied to any of said lots within the second segment, until proof of financial guarantees required by the public bidding requirements for Sunset Ranch Municipal Utility District Sunset Ranch Ph 1 are submitted to the County, (if any of the improvements are to be constructed by the County) or contracts and performance bonds are hereinafter required for the first segment are delivered to and accepted by the County.

E. No work shall be performed within the proposed Subdivision until the Developer presents to the GCCC a satisfactory financial guarantee in favor of Sunset Ranch Municipal Utility District in accordance with Section 2253.021 of the Government Code. Such guarantee shall be made for one hundred percent (100%) of the contract price for all streets, roads, and drainage work to be installed in the new Subdivision and shall be in the form as promulgated by the GCCC.

F. No public facilities will be made available to any lot within any segment until the work on each segment is performed as agreed upon.

G. All of the plans and specifications of the improvements herein mentioned shall be prepared by a Texas Licensed Professional Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the County that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expenses of such engineering shall be paid for by the Developer. All contracts and engineering shall be delivered to the County.

H. Before work is begun on any improvement, the County shall be notified and arrangements made for inspection by the County at such stages of construction as required and no improvement constructed underground shall be covered by the Developer until inspected by the County. At any time any construction is contrary to the plans and specifications, or the installation is not satisfactory to County specifications, the County shall be empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the County.

I. The work will be coordinated between the County and the Developer so that the utilities will be in place before the permanent improvements are installed.

J. The requirements of this contract shall be binding on the Developer's heirs, executors, and assigns, and the Developer agrees to notify the assignee of any undeveloped lot of the requirements of this contract before any conveyance is made.

K. The Developer will make his own arrangements with gas, electric, and telephone service for extensions of their utilities.

L. TIME LIMITATIONS: All conditions, requirements, approvals, inspections and other actions Referred to herein shall be completed within twelve (12) months of the date of this agreement.

M. SPECIAL PROVISIONS: All improvements constructed for this project will be bid on behalf of Sunset Ranch Municipal Utility District as the government entity that will own and maintain the improvements. Pursuant to the facilities being constructed on behalf of a government entity, Sunset Ranch Municipal Utility District will follow the public bidding and bond requirements prescribed in Chapter 2253 of the Government Code.

IN WITNESS WHEREOF parties have caused this agreement to be executed in duplicate as of the first date above written.

DEVELOPER:

GRBK Edgewood LLC, on behalf of
Sunset Ranch Municipal Utility District of
Grayson County

By: _____

Name: Brian Hunnicutt

Title: Authorized Signer

ATTEST:

GRAYSON COUNTY COMMISSIONERS COURT:

_____	_____
County Clerk	County Judge