

EXHIBIT

A

COST PARTICIPATION AGREEMENT BY AND BETWEEN THE CITY OF ROUND ROCK, TEXAS AND SDC AUSTIN LLC

This Cost Participation Agreement (“Agreement”) is made and entered into this ____ day of _____, 2025 by and between the City of Round Rock, Texas (the “City”), a home rule municipal corporation of the State of Texas, and SDC Austin LLC, a Delaware limited liability company (“Developer”).

RECITALS

WHEREAS, the City and Developer desire to cooperate in the design and construction of certain improvements to Bryant Drive between Rachel Lane and Double Creek Drive; and

WHEREAS, the total estimated cost of the entire Project, including engineering, surveying, geotechnical, environmental, right-of-way acquisition, construction, construction inspection and construction testing is \$7,014,479.80; and

WHEREAS, the City has committed to providing a total funding towards the Project in an amount not to exceed \$441,499.80 and the Developer has committed the remaining funds necessary to complete the Project, estimated at \$6,572,980.00 (the “Estimated Costs”); and

WHEREAS, the purpose of this Agreement is to outline each party’s duties and obligations;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

I.

1. **Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further determined that both parties have authorized and approved this Agreement, and that this Agreement will be in full force and effect when executed by each party.

2. **Project Description.** The Project is defined as the design and construction of an extension to Bryant Drive between Rachel Lane and Double Creek Drive, designed to an Urban Standard (as defined in Round Rock Code of Ordinances) including the installation of sidewalks, drainage and turn lanes, as shown on Exhibit “A”, attached hereto and incorporated herein by reference for all purposes. (the “Project”).

3. **Project Design and Construction Costs.**

(a) City shall pay to Developer the amount of \$441,499.80 (“City’s Contribution”), as set forth in Exhibit “B,” attached hereto and incorporated herein by reference for all purposes.

(b) Developer shall be wholly responsible for the design and construction of the Project. In the event that the costs incurred by Developer for construction of the Project exceed the Estimated Costs, then the Developer shall bear sole responsibility for completing the Project.

(c) City shall remit payment of City's Contribution to Developer upon construction, inspection, and dedication of the Project and acceptance by the City as a public improvement.

II. Miscellaneous

1. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the City and Developer regarding any other subject or matter, and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the parties.

2. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the parties to undertake or not to undertake any other, or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both parties.

3. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the parties, nor to create any legal rights or claims on behalf of any third party. Neither the City nor Developer waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both the City and Developer.

5. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

6. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed

as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

8. **Notice.** All notices shall be in writing and shall be deemed effective upon receipt by the addressee after being sent by certified or registered mail or by Next Day Air to the addresses listed below:

City of Round Rock:

Attn: City Manager

City Hall

221 East Main

Round Rock, Texas 78664

Developer:

SDC Austin LLC

12201 Tukwila Int'l Blvd, 4th Floor

Tukwila, Washington 98168

9. **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 due to 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.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officers thereunto duly authorized.

DEVELOPER

SDC AUSTIN LLC
a Delaware limited liability company

By: *John Wilson*
[John Wilson \(Dec 2, 2025 11:20:37 PST\)](#)

Name: John Wilson

Title: CFO

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Attest:

Ann Franklin, City Clerk

For City, Approved as to Form:

Stephanie Sandre, City Attorney

Exhibit A

(Project Description)

EXHIBIT A

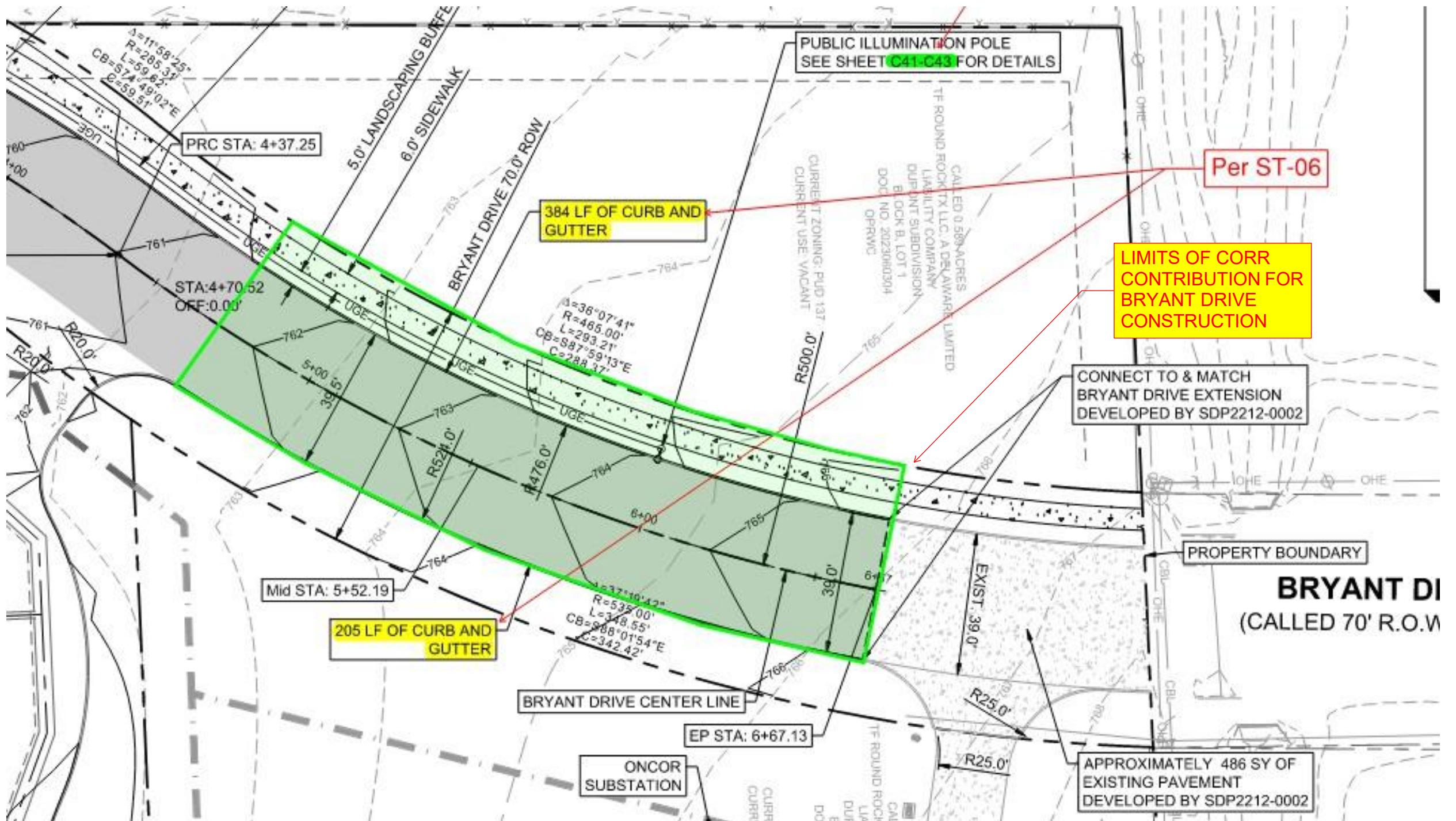


Exhibit B

(Project Design and Construction Costs)

Exhibit "B"

Bryant Drive Commercial Collector OPC						
PAVING QUANTITIES						
ITEM	UNIT	QUANTITIES	UNIT PRICE	TOTAL AMOUNT		
CRUSHED LIMESTONE BASE MATERIAL TYPE A GR1-2	CY	150	\$ 300.00	\$ 45,000.00		
HEAVY DUTY CONCRETE	SY	900	\$ 200.00	\$ 180,000.00		
D-GR HMA TY-B PG64-22	TON	118	\$ 150.00	\$ 17,700.00		
4" CONCRETE SIDEWALK	SF	1,525	\$ 8.00	\$ 12,200.00		
0.5' TALL STANDARD CURB & GUTTER	LF	410	\$ 60.00	\$ 24,600.00		
				TOTAL	\$	279,500.00

REMOVAL QUANTITIES						
ITEM	UNIT	QUANTITIES	UNIT PRICE	TOTAL AMOUNT		
PLANE ASPH CONC PAVE (2")	SY	1,025	\$ 6.00	\$ 6,150.00		
				TOTAL	\$	6,150.00

ILLUMINATION QUANTITIES						
ITEM	UNIT	QUANTITIES	UNIT PRICE	TOTAL AMOUNT		
ILLUMINATION POLE	EA	1	\$ 5,000.00	\$ 5,000.00		
DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	8	\$ 350.00	\$ 2,800.00		
ELECTRICAL CONDUIT PIPE (2" PVC)	LF	400	\$ 25.00	\$ 10,000.00		
ELECTRICAL CONDUCTOR (NO. 8) INSULATED	LF	400	\$ 3.00	\$ 1,200.00		
MODIFY EXISTING ELECTRICAL SERVICE	EA	1	\$ 2,500.00	\$ 2,500.00		
				TOTAL	\$	21,500.00

EROSION CONTROL QUANTITIES						
ITEM	UNIT	QUANTITIES	UNIT PRICE	TOTAL AMOUNT		
INLET PROTECTION	EA	4	\$ 108.00	\$ 432.00		
CONSTRUCTION ENTRANCE	EA	1	\$ 2,333.00	\$ 2,333.00		
SILT FENCE	LF	450	\$ 3.67	\$ 1,651.50		
				TOTAL	\$	4,416.50

TOTAL	\$ 305,416.50
20% CONTINGENCY	\$ 61,083.30
ENGINEERING FEE	\$ 65,000.00
BRYANT DRIVE SURVEY	\$ 10,000.00
GRAND TOTAL	\$ 441,499.80