



STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

AGREEMENT FOR ROAD CONSTRUCTION

Whereas, Vaquero Cleburne FM 4 Partners, LP, a Texas limited partnership (hereinafter referred to as “Vaquero”) has acquired property in Johnson County, Texas located at the intersection of CR 427A and FM 4 in precinct #4; and

Whereas, Vaquero is constructing a Dollar General retail store (hereinafter referred to as “Dollar General”) at the intersection of CR 427A and FM 4 and more specifically said Dollar General is being constructed west and adjacent to CR 427A and south and adjacent to FM 4; and

Whereas, the entrance to Dollar General will be from CR 427A and immediately south of the intersection of CR 427A and FM 4; and

Whereas, Vaquero, acting through its contractor, Altech, Inc., has agreed to re-construct and improve CR 427A along and adjacent to the Dollar General location and has also agreed to re-construct and widen the intersection of CR 427A and FM 4 in the right of way of the state highway FM 4 for the safety and welfare of the public; and

Whereas, Vaquero, acting through its contractor, Altech, Inc., has agreed to provide all labor, materials and equipment for the re-construction of CR 427A adjacent to the Dollar General location and the intersection of CR 427A and FM 4 at no cost to Johnson County or to the Texas Department of Transportation (hereinafter referred to as “TxDOT”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, Vaquero and Johnson County (hereinafter referred to “County”) agree as follows:

1.

Vaquero, acting through its contractor, Altech, Inc., agrees to re-construct and improve CR 427A along and adjacent to the Dollar General location up to the state highway right of way of FM 4 with the roadway being six (6) inch thick concrete. Vaquero further agrees to consult and work with the Commissioner of Johnson County Precinct Number 4 or his designee (hereinafter referred to as “Precinct #4”) with the design plans and in the scheduling of the re-

constructing of CR 427A. Precinct #4 agrees to provide the signage, barricades and other traffic control devices necessary to protect the public traveling on CR 427A when said re-construction of CR 427A is being performed that is not within the state highway right of way of FM 4.

2.

Vaquero agrees that all labor, materials and equipment necessary to re-construct CR 427A will be provided at no cost to County and said amount of cost for the labor, material and equipment is intended to be a donation to County.

3.

Vaquero, acting through its contractor, Altech, Inc., agrees to re-construct and widen the intersection of CR 427A and FM 4 meaning that portion of the roadway connecting CR 427A and FM 4 that lies within the state highway right of way of FM 4.

4.

Vaquero, acting through its contractor, Altech Inc. agrees to consult and work with TxDOT in the scheduling of the re-constructing and widening of the intersection of CR 427A and FM 4 and County and Vaquero understand and agree that Altech, Inc., according to TxDOT standards, will provide the signage, barricades and other traffic control devices necessary to protect the public when said re-construction and widening of the intersection is being performed in the right of way of the state highway FM 4. Vaquero further understands and agrees that TxDOT will provide construction standards, design, review and inspection of the re-construction and widening of the intersection of CR 427A and FM 4 in order for the re-construction and widening to meet TxDOT standards and requirements for a state highway and that Vaquero will re-construct and widen the intersection according to TxDOT's standards and design plans.

5.

Vaquero agrees that all labor, materials and equipment necessary to re-construct and widen the intersection of CR 427A and FM 4 will be at no cost to County or TxDOT and said amount of cost for the labor, material and equipment is intended to be a donation to County and TxDOT.

6.

County and Vaquero agree and understand that upon completion of the re-construction of CR 427A, County will be responsible for continued maintenance of CR 427A to the state highway right of way of FM 4. County and Vaquero further agree and understand that upon completion of the re-construction and widening of the intersection of CR 427A and FM 4 that lies within the state highway right of way of FM 4, TxDOT will be responsible for continued maintenance of the intersection of CR 427A and FM 4 that lies within the state highway right of way of FM 4.

7.

Nothing contained in this Agreement for Road Construction (hereinafter referred to as the "Agreement") is intended by the parties to create a partnership or joint venture between the parties and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint any party as an agent of the other party, for any purposes whatsoever. By entering into this Agreement the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.


8.

This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party of the intent to terminate.

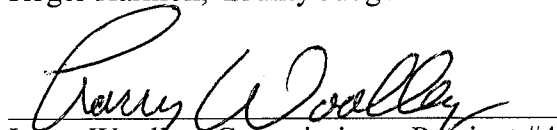
9.

Each party asserts that the undersigned officers and/or agents of the parties are the properly authorized official and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

JOHNSON COUNTY

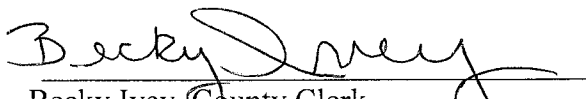

Roger Harmon, County Judge

Date: Aug 6, 2018


Larry Woolley, Commissioner Precinct #4

Date: Aug 6, 2018

Attest:

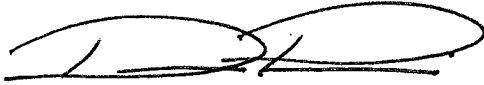

Becky Ivey, County Clerk

Date: Aug. 6, 2018



VAQUERO CLEBURNE FM 4 PARTNERS, LP,
a Texas limited partnership

BY: Vaquero Ventures Management, LLC,
its general partner



Date: 8/11/18

Signature

Devan Pharris

Printed Name

Director of Construction

Title