

**ESCROW AGREEMENT
(SHOPS AT SAN GABRIEL RIDGE PROJECT)**

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into as of this _____, 2017, by and between SAN GABRIEL RIDGE PROPERTIES, LLC a Texas limited liability company ("Developer"), and WILLIAMSON COUNTY, a Texas political subdivision ("Escrow Agent"), to and for the benefit of the Texas Department of Transportation ("TxDOT"), an agency of the State of Texas, with reference to the following facts:

- A. Developer is developing the development known as the "Shops at San Gabriel Ridge" at 2082 US 183, Liberty Hill, in Williamson County, Texas, which is the San Gabriel Ridge, Section One Subdivision.
- B. TxDOT has required Developer to post fiscal, in the amount of \$12,250, for the project's pro rata share of expense ("Escrow Funds") pertaining to the installation of future traffic signals at the intersection of US Hwy 183 and Whitewing Drive ("Future Signalization").
- C. TxDOT requires a third party to hold the Pro Rata Share in escrow for a period of time until such time as TxDOT determines the funds are needed for construction of the Future Signalization.
- D. Developer wishes to employ the services of Escrow Agent to act as the escrow holder with regard to the Escrow Funds for the limited purposes set forth below, and Escrow Agent has agreed to serve as such escrow holder under the terms and conditions provided in this Agreement.

NOW THEREFORE, for good and valuable consideration, and the mutual obligations of the parties, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, the parties agree as follows:

- 1. Developer shall deposit with the Escrow Agent the Escrow Funds via a certified check payable to the order of "Williamson County" in the amount of Twelve Thousand Two Hundred Fifty and No/100 (\$12,250.00), to be held by Escrow Agent and to be used only as provided in this Agreement.
- 2. Escrow Agent's obligation to perform under this Agreement will be contingent on Developer making the payment of the Escrow Funds as provided herein.
- 3. This Escrow Agreement is specifically for the benefit of TxDOT as an intended third-party beneficiary and may not be revised, supplemented, waived or withdrawn without the prior written consent of TxDOT's authorized representative.
- 4. Escrow Agent agrees to deposit the Escrow Funds in an interest-bearing account until disbursement of the entire Escrow Funds.
- 5. The parties agree that upon the Escrow Agent's receipt of written request from TxDOT for the release of the Escrow Funds, or a portion thereof, the Escrow Agent shall release the Escrow Funds as directed by TxDOT.

6. The Escrow shall close and terminate upon the sooner of the disbursement of all Escrow Funds in accordance with this Agreement, or ten (10) years after the date of this Agreement.
7. If all Escrow Funds have not been remitted to TxDOT within ten (10) years of the date of this Agreement, the balance of any Escrow Funds shall be returned to Developer, or its assigns, and this Agreement shall be terminated.
8. Developer shall pay all banking fees incurred in connection with Escrow Agent's obligations under this Agreement.
9. Escrow Agent shall not be under any duty to give the Escrow Funds held by it hereunder any greater degree of care than it gives its own similar property and shall not be required to invest any funds held hereunder except as directed in this Agreement.
10. Escrow Agent shall not be liable for actions or omissions hereunder, except for its own gross negligence or willful misconduct and, except with respect to claims based upon such gross negligence or willful misconduct that are successfully asserted against Escrow Agent, the other parties hereto shall jointly and severally indemnify and hold harmless Escrow Agent (and any successor Escrow Agent) from and against any and all losses, liabilities, claims, actions, damages and expenses, including reasonable attorneys' fees and disbursements, arising out of and in connection with this Agreement. Without limiting the foregoing, Escrow Agent shall in no event be liable in connection with its investment or reinvestment of any cash held by it hereunder in good faith, in accordance with the terms hereof, including, without limitation, any liability for any delays (not resulting from its gross negligence or willful misconduct) in the investment or reinvestment of the Escrow Fund or any loss of interest incident to any such delays. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION. This Section shall survive notwithstanding any termination of this Agreement or the resignation of Escrow Agent.
11. Escrow Agent shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. Escrow Agent may act in reliance upon any instrument or signature believed by it to be genuine and may assume that the person purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. Escrow Agent may conclusively presume that the undersigned representative of any party hereto which is an entity other than a natural person has full power and authority to instruct Escrow Agent on behalf of that party unless written notice to the contrary is delivered to Escrow Agent.
12. Escrow Agent may act pursuant to the advice of counsel with respect to any matter relating to this Agreement and shall not be liable for any action taken or omitted by it in good faith in accordance with such advice.
13. Escrow Agent does not have any interest in the Escrow Funds deposited hereunder but is serving as escrow holder only and has only possession thereof. Any payments of

income from the Escrow Fund shall be subject to withholding regulations then in force with respect to United States taxes. The parties hereto will provide Escrow Agent with appropriate Internal Revenue Service Forms W-9 for tax identification number certification, or nonresident alien certifications. This Section shall survive notwithstanding any termination of this Agreement or the resignation of Escrow Agent.

14. Escrow Agent makes no representation as to the validity, value, genuineness or collectability of any security or other document or instrument held by or delivered to it.
15. Escrow Agent shall not be called upon to advise any party as to the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder.
16. Escrow Agent (and any successor Escrow Agent) may at any time resign as such by delivering the Escrow Fund to any successor Escrow Agent jointly designated by the other parties hereto in writing, or to any court of competent jurisdiction, whereupon Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Agreement. The resignation of Escrow Agent will take effect on the earlier of (i) the appointment of a successor (including a court of competent jurisdiction) or (ii) the day which is thirty (30) days after the date of delivery of its written notice of resignation to the other parties hereto. If, at that time, Escrow Agent has not received a designation of a successor Escrow Agent, Escrow Agent's sole responsibility after that time shall be to retain and safeguard the Escrow Fund until receipt of a designation of successor Escrow Agent or a joint written disposition instruction by the other parties hereto or a final, nonappealable order of a court of competent jurisdiction.
17. In the event of any disagreement resulting in adverse claims or demands being made in connection with the Escrow Fund or in the event that Escrow Agent is in doubt as to what action it should take hereunder, Escrow Agent shall be entitled to retain the Escrow Fund until Escrow Agent shall have received (i) a final, nonappealable order of a court of competent jurisdiction directing delivery of the Escrow Fund or (ii) a written agreement executed by the parties hereto directing delivery of the Escrow Fund, in which event Escrow Agent shall disburse the Escrow Fund in accordance with such order or agreement. Any court order shall be accompanied by a legal opinion by counsel for the presenting party satisfactory to Escrow Agent to the effect that the order is final and nonappealable. Escrow Agent shall act on such court order and legal opinion without further question.
18. In the event the Escrow Agent becomes involved in litigation in connection with this escrow, Developer agrees to indemnify and save the Escrow Agent harmless from all loss, costs, damages, expenses and attorney's fees suffered or incurred by the Escrow Agent as a result thereof.
19. Any communication, notice or demand of any kind whatsoever under this Agreement shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by facsimile (with receipt confirmed by telephone) or electronic mail (with receipt confirmed by return email), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Developer:

San Gabriel Ridge Properties, LLC

Attention: Dwain J. Schuh
Telephone: (512) 844-5333
Facsimile: _____

With Copies to: _____

If to TxDOT: Texas Department of Transportation
125 E. 11th Street Austin, TX 78701
Attention: Traffic Operations
Telephone: 512 974-0899
Facsimile: 512 974-0864

With Copies to: _____

If to the Escrow Agent: Williamson County Judge
710 S. Main St.
Georgetown, TX 78626
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

With Copies to: Charlie Crossfield
309 E. Main St.
Round Rock, Texas 78664
Telephone: (512) 255-8877
Facsimile: (512) 255-8986

or to such other addresses and such other places as any party hereto may from time to time designate by written notice to the others.

20. All notices and other communications required or permitted under this Agreement which are addressed as provided in this Section 18 are effective upon delivery, if delivered personally or by overnight mail, upon confirmed transmission if by electronic communication, and are effective five days following deposit in the United States mail, postage prepaid if delivered by mail.
21. Developer represents and warrants that neither Developer nor any members of its team has a financial or other interest in the Escrow Agent or its principals or officers, except that Escrow Agent may be the depository for accounts or escrowed documents maintained by such entities. Escrow Agent represents and warrants that it has no financial or other interest in the Developer, the Developer's team members identified to Escrow Agent, or their principals or officers, except as a depository for accounts or escrowed documents.

22. This Agreement may be executed in one or more counterparts, all of which together shall be deemed an original.
23. The title headings of the respective paragraphs of this Agreement are inserted for convenience only, and shall not be deemed to be part of this Agreement or considered in construing this Agreement.
24. The laws of the State of Texas shall govern this Agreement. Venue will be in a state court of competent jurisdiction in Williamson County, Texas.
25. The Escrow Agent may resign as such following the giving of ninety (90) calendar days prior written notice to the Developer and TxDOT. In such event, the duties of the Escrow Agent shall terminate ninety (90) days after receipt of such notice (or as of such earlier date as may be mutually agreeable); and the Escrow Agent shall then deliver the balance of the Escrow Funds then in its possession to a successor escrow agent as shall be appointed by the Developer and acceptable to TxDOT as evidenced by a written notice filed with the Escrow Agent. If the Developer has failed to appoint a successor prior to the expiration of ninety (90) calendar days following receipt of the notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the parties hereto.
26. This Agreement contains the entire agreement of the parties as to the subject matter hereof. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the parties as provided for herein. This Agreement supersedes all prior agreements between the parties concerning the payment for the Signal Improvements due under the Contracts.

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

DEVELOPER:

San Gabriel Ridge Properties, LLC

By _____

Name: _____

Title: _____

Date: _____

ESCROW AGENT:

Williamson County, Texas

By: _____

Name: Dan A. Gattis

Its: County Judge

Date: _____