

REAL ESTATE CONTRACT

Hero Way Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **ROGER BEASLEY MAZDA, INC., a Texas corporation** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I
PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

Fee simple title in and to a 3.688 acre tract of land, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; being all of the "Gross Tract" comprising 5.871 acres, and **SAVE AND EXCEPT** all of the "Save and Except Tract" comprising 2.183 acres, more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein **(Parcel 301)**;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described as Tract One not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II
PURCHASE PRICE**

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property, any improvement situated upon the Property, and any damages to or cost of cure for the remaining property of Seller shall be the sum of TWO MILLION EIGHTY-ONE THOUSAND ONE HUNDRED FIVE and 00/100 Dollars (\$2,081,105.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

Special Provisions

2.03. Utility Joint Use Agreement Areas. As a condition of the Closing of this transaction, Seller and Purchaser shall execute and deliver a Utility Joint Use Agreement (the "UJUA") document to allow Seller and any subsequent owner(s) of all or any part of the Seller's remaining property identified as R461858 to use certain portions of the Property identified as "25' U.J.U.A.A." on the sketch of the Property contained within Exhibit "A", for surface and/or subsurface stormwater drainage (the "Joint Use Property"). Purchaser shall have no responsibility or requirement to maintain any of the stormwater drainage facilities allowed by or constructed within this Joint Use Property. The UJUA shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein, shall be executed by the parties and recorded simultaneously with the Deed for the Property as described herein.

Purchaser, its successors or assigns may at any time and at its sole expense modify or remove the portion of the stormwater drainage facilities within the Joint Use Property as necessary to accommodate any required public roadway facility and related appurtenances to be constructed on the Property, (i) subject to and in accordance with the provisions of the UJUA (including notices and plans), and (ii) so long as any existing stormwater conveyance or detention outfall flows are permitted to flow across the Property and Hero Way and/or 183A Toll Road right-of-way or as otherwise directed by Seller and permitted or approved by any applicable agency or entity having stormwater regulatory authority for the Property and the Seller's remaining property. Such modification shall confirm that Seller may continue all previously existing flows and shall automatically amend the UJUA upon completion of such reconstruction, and Seller, its successors or assigns shall, upon request from Purchaser, its successors or assigns, execute an amendment in recordable form for delivery to Purchaser.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

4.03. Seller acknowledges that it has been informed of the entitlement to receive fair market value payment for the Property, as set out in Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655), and the legal right to an appraisal, and is waiving that appraisal right.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before January 15, 2024, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit A, free and clear of any and all monetary liens, restrictions and leases, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in the Property Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
 - (d) Deliver to Purchaser possession of the Property if not previously done.
- (4) Deliver an executed UJUA as required by Section 2.03 above.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (1) Pay the cash portion of the Purchase Price.
- (2) Deliver an executed UJUA as required by Section 2.03 above.

Prorations

5.04. General real estate taxes for the then current year relating to the fee simple portion of the Property shall be prorated as of the Closing Date and shall be adjusted in cash and collected at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser, except the Broker's Fee identified in item No. 5 below.
- (4) Attorney's fees paid by each respectively as incurred.
- (5) **BROKERS FEE.** McAllister & Associates (the "Broker") has negotiated this purchase and sale, and Seller agrees to pay Broker in Williamson County, Texas, on consummation of this transaction a total cash fee of three percent (3%) of the total Purchase Price at Closing, which the Title Company shall pay from the Seller's sale proceeds. At the time of the execution of this Contract, Broker has advised and hereby advises Purchaser, by this writing, that Purchaser should be furnished with or obtain a policy of title insurance or if an abstract covering the Property is provided in lieu of thereof, Purchaser should have said abstract examined by an attorney of Purchaser's own selection. McAllister & Associates has previously disclosed its agency as required by the TRELA (Texas Real Estate License Act) thereby representing the Seller in the transaction contemplated herein.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment

as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

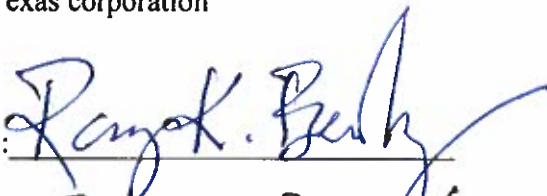
Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after January 15, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing or preliminary investigation activities associated with the proposed Hero Way improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER:

ROGER BEASLEY MAZDA, INC.,
a Texas corporation

By: 
Name: ROGER K. BEASLEY
Its: PRESIDENT

Address: 6825 BURNET ROAD
AUSTIN, TEXAS 78757

Date: 12-12-23

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

County: Williamson
Parcel: 301
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 301

GROSS TRACT:

METES & BOUNDS DESCRIPTION FOR A 5.871 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 13.342 ACRE TRACT OF LAND AS CONVEYED TO ROGER BEASLEY MAZDA, INC. BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2022042091 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 5.871 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with a cap stamped "Doucet" found on the northeast right-of-way line of U.S. Highway 183A (width varies) as dedicated in Document Numbers 2004088731 and 2023037731 of the Official Public Records of Williamson County, Texas, at the west corner of the above described Roger Beasley Tract, and at the south corner of a called 0.087 acre tract of land described as Parcel 300 as dedicated in said Document Number 2023037731 of the Official Public Records of Williamson County, Texas, for the most westerly corner and **POINT OF BEGINNING** of the herein described tract, from which a TXDOT Type II brass right-of-way monument found on the northeast right-of-way line of said U.S. Highway 183A for a point of curvature, bears N 50°27'14" W a distance of 430.20 feet;

THENCE, with the northeast right-of-way line of said U.S. Highway 183A and the northwest line of said Roger Beasley Tract, N 39°25'29" E a distance of 51.10 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,735.52, E: 3,081,041.24) set at the south corner of the remainder of Lot 1, Block B of PAG LEANDER H1, PHASE 1 FINAL PLAT, a subdivision recorded in Document Number 2020085884 of the Official Public Records of Williamson County, Texas, for the beginning of a non-tangent curve to the left and the northwest corner of the herein described tract, 432.43 feet left of FM 2243 baseline station 97+98.91, from which a 1/2-inch iron rod with cap stamped "Doucet" found for an angle point on the northwest line of said Roger Beasley Tract, bears N 39°25'29" E a distance of 839.00 feet;

THENCE, over and across said Roger Beasley Tract, along said curve to the left, an arc distance of 569.23 feet, having a radius of 988.00 feet, a central angle of $33^{\circ}00'37''$ and a chord which bears $S\ 89^{\circ}07'51''\ E$ a distance of 561.39 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for a point of tangency, 223.81 feet left of FM 2243 baseline station 103+20.09;

THENCE, continuing over and across said Roger Beasley Tract, $N\ 74^{\circ}21'51''\ E$ a distance of 301.32 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the east line of said Roger Beasley Tract, and on the west line of a called 9.205 acre tract of land as conveyed to Florida Rock Industries, Inc. by Special Warranty Deed recorded in Document Number 2023036116 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 195.92 feet left of FM 2243 baseline station 106+20.12, from which a 60D nail found at the northeast corner of said Florida Rock Industries Tract, at the northwest corner of said FM 269 Investors Tract, and at the southeast terminus of CR 269 as dedicated by said PAG LEANDER H1, PHASE 1 FINAL PLAT, bears $N\ 21^{\circ}01'29''\ W$ a distance of 651.45 feet;

THENCE, with the east line of said Roger Beasley Tract and the west line of said Florida Rock Industries Tract, $S\ 21^{\circ}01'29''\ E$ a distance of 296.97 feet to a 1/2-inch iron rod with cap stamped "Pape Dawson" found on the north right-of-way line of Hero Way (165 feet wide) as dedicated by Document Numbers 2009071322, 2009017325 and 2009087880, all of the Official Public Records of Williamson County, Texas, at the northeast corner of a called 2.2675 acre tract of land described as Parcel 5B as dedicated in said Document Number 2009071322 of the Official Public Records of Williamson County, Texas, and at the southeast corner of said Roger Beasley Tract, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "Pape Dawson" found at the northwest corner of a called 0.1252 acre tract of land described as Parcel 11 as dedicated in said Document Number 2009087880 of the Official Public Records of Williamson County, Texas, and at the southwest corner of said Florida Rock Industries Tract, bears $S\ 21^{\circ}27'24''\ E$ a distance of 27.86 feet;

THENCE, with the north right-of-way line of said Hero Way and the south line of said Roger Beasley Tract, $S\ 68^{\circ}52'28''\ W$ a distance of 549.48 feet to a 1/2-inch iron rod with cap stamped "RPLS 3693" found at the most southerly southwest corner of said Roger Beasley Tract, for the most southerly southwest corner of the herein described tract;

THENCE, continuing with the north right-of-way line of said Hero Way and the south line of said Roger Beasley Tract, $N\ 76^{\circ}44'15''\ W$ a distance of 112.38 feet to a 1/2-inch iron rod with cap stamped "RPLS 3693" found on the northeast right-of-way line of said U.S. Highway 183A, at the most westerly southwest corner of said Roger Beasley Tract, for the beginning of a non-tangent curve to the left and the most westerly southwest corner of the herein described tract;

THENCE, with the northeast right-of-way line of said U.S. Highway 183A and the southwest line of said Roger Beasley Tract, along said curve to the left, an arc distance of 386.51 feet, having a radius of 2,884.79 feet, a central angle of $07^{\circ}40'36''$ and a chord which bears $N 46^{\circ}40'40'' W$ a distance of 386.22 feet to a 1/2-inch iron rod with an unreadable cap found for an angle point;

THENCE, continuing with the northeast right-of-way line of said U.S. Highway 183A and the southwest line of said Roger Beasley Tract, $N 50^{\circ}27'14'' W$ a distance of 113.57 feet to the **POINT OF BEGINNING** and containing 5.871 acres (255,743 square feet) of land, more or less.

SAVE AND EXCEPT TRACT:

COMMENCING for **POINT OF REFERENCE** at a 1/2-inch iron rod with a cap stamped "Doucet" found on the northeast right-of-way line of U.S. Highway 183A (width varies) as dedicated in Document Numbers 2004088731 and 2023037731 of the Official Public Records of Williamson County, Texas, at the west corner of the above described Roger Beasley Tract, and at the south corner of a called 0.087 acre tract of land described as Parcel 300 as dedicated in said Document Number 2023037731 of the Official Public Records of Williamson County, Texas, from which a TXDOT Type II brass right-of-way monument found on the northeast right-of-way line of said U.S. Highway 183A for a point of curvature, bears $N 50^{\circ}27'14'' W$ a distance of 430.20 feet; Thence, over and across said Roger Beasley Tract, $S 59^{\circ}39'54'' E$ a distance of 183.05 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,603.62, E: 3,081,166.76) set for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 264.35 feet left of FM 2243 baseline station 98+68.99;

THENCE, continuing over and across said Roger Beasley Tract, along a curve to the left, an arc distance of 440.00 feet, having a radius of 1,088.93 feet, a central angle of $23^{\circ}09'05''$ and a chord which bears $N 85^{\circ}56'23'' E$ a distance of 437.01 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for a point of tangency, 137.41 feet left of FM 2243 baseline station 102+87.16;

THENCE, continuing over and across said Roger Beasley Tract, $N 74^{\circ}21'51'' E$ a distance of 291.82 feet to 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for the northeast corner of the herein described tract, 110.40 feet left of FM 2243 baseline station 105+77.73, from which a 1/2-inch iron rod with cap stamped "BGE Inc" set on the east line of said Roger Beasley Tract and the west line of a called 9.205 acre tract of land as conveyed to Florida Rock Industries, Inc. by Special Warranty Deed recorded in Document Number 2023036116 of the Official Public Records of Williamson County, Texas, bears $N 05^{\circ}25'11'' E$ a distance of 95.44 feet;

THENCE, continuing over and across said Roger Beasley Tract, S 00°48'00" W a distance of 12.57 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for an angle point, 98.73 feet left of FM 2243 baseline station 105+73.07;

THENCE, continuing over and across said Roger Beasley Tract, S 21°01'16" E a distance of 51.19 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set at the beginning of a non-tangent curve to the left, for the most easterly corner of the herein described tract, 47.54 feet left of FM 2243 baseline station 105+73.14, from which a 1/2-inch iron rod with cap stamped "Pape Dawson" found on the north right-of-way line of Hero Way (165 feet wide) as dedicated by Document Numbers 2009071322, 2009017325 and 2009087880, all of the Official Public Records of Williamson County, Texas, and on the west line of said Florida Rock Industries Tract, at the northeast corner of a called 2.2675 acre tract of land described as Parcel 5B as dedicated in said Document Number 2009071322 of the Official Public Records of Williamson County, Texas, and at the southeast corner of said Roger Beasley Tract, bears S 38°33'23" E a distance of 156.08 feet;

THENCE, continuing over and across said Roger Beasley Tract, along said curve to the left, an arc distance of 157.56 feet, having a radius of 1,092.87 feet, a central angle of 08°15'38" and a chord which bears S 43°00'54" W a distance of 157.43 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for the southeast corner of the herein described tract, 21.57 feet right of FM 2243 baseline station 104+31.69;

THENCE, continuing over and across said Roger Beasley Tract, S 68°51'27" W a distance of 277.92 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set at the beginning of a non-tangent curve to the left, 22.52 feet right of FM 2243 baseline station 101+53.78;

THENCE, continuing over and across said Roger Beasley Tract, along said curve to the left, an arc distance of 156.68 feet, having a radius of 100.00 feet, a central angle of 89°46'08" and a chord which bears N 89°30'05" W a distance of 141.14 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for an exterior corner of the herein described tract, 29.08 feet left of FM 2243 baseline station 100+22.41;

THENCE, continuing over and across said Roger Beasley Tract, N 87°29'45" W a distance of 53.95 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set at the beginning of a non-tangent curve to the left, for the southwest corner of the herein described tract, 50.55 feet left of FM 2243 baseline station 99+72.92;

THENCE, continuing over and across said Roger Beasley Tract, along said curve to the left, an arc distance of 237.79 feet, having a radius of 2,959.72 feet, a central angle of 04°36'11" and a chord which bears N 46°52'13" W a distance of 237.72 feet to the **POINT OF BEGINNING** and containing 2.183 acres (95,074 square feet) of land, more or less.

The resultant net acreage is 3.688 acres of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

PRELIMINARY
This document shall not be
recorded for any purpose.

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.

101 West Louis Henna Blvd., Suite 400
Austin, TX 78728

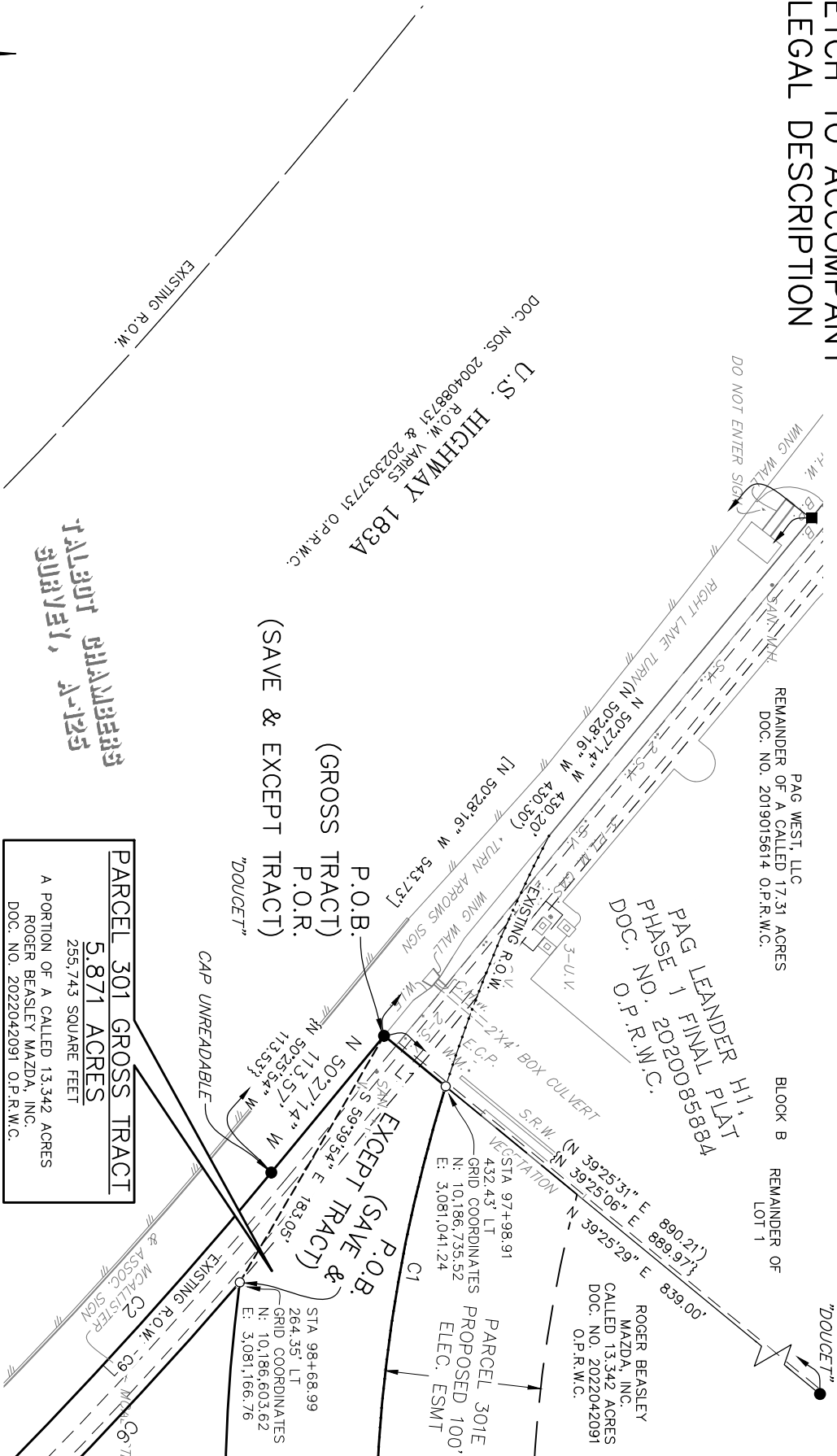
Telephone: 512-879-0400

TBPELS Licensed Surveying Firm Number 10106502

Date

Client: Williamson County
Date: May 16, 2022
Revised: November 27, 2023
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



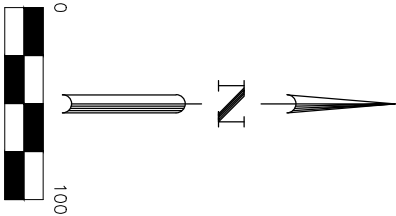
PARCEL 301 GROSS TRACT
5.871 ACRES
255,743 SQUARE FEET
A PORTION OF A CALLED 13.342 ACRES
ROGER BEASLEY MAZDA, INC.
DOC. NO. 2022042091 O.P.R.W.C.

PARCEL 301E GROSS TRACT
1.342 ACRES
73,420 SQUARE FEET
A PORTION OF A CALLED 13.342 ACRES
ROGER BEASLEY MAZDA, INC.
DOC. NO. 2022042091 O.P.R.W.C.

PARCEL 301F GROSS TRACT
1.342 ACRES
73,420 SQUARE FEET
A PORTION OF A CALLED 13.342 ACRES
ROGER BEASLEY MAZDA, INC.
DOC. NO. 2022042091 O.P.R.W.C.

PARCEL 301G GROSS TRACT
1.342 ACRES
73,420 SQUARE FEET
A PORTION OF A CALLED 13.342 ACRES
ROGER BEASLEY MAZDA, INC.
DOC. NO. 2022042091 O.P.R.W.C.

MATCHLINE PAGE 7 of 11



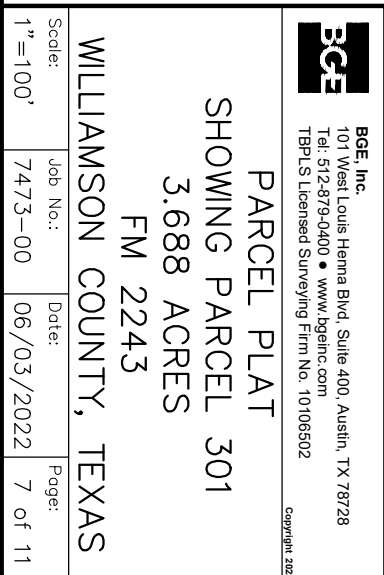
BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBP L.S. Licensed Surveying Firm No. 10106502

Copyright 2023

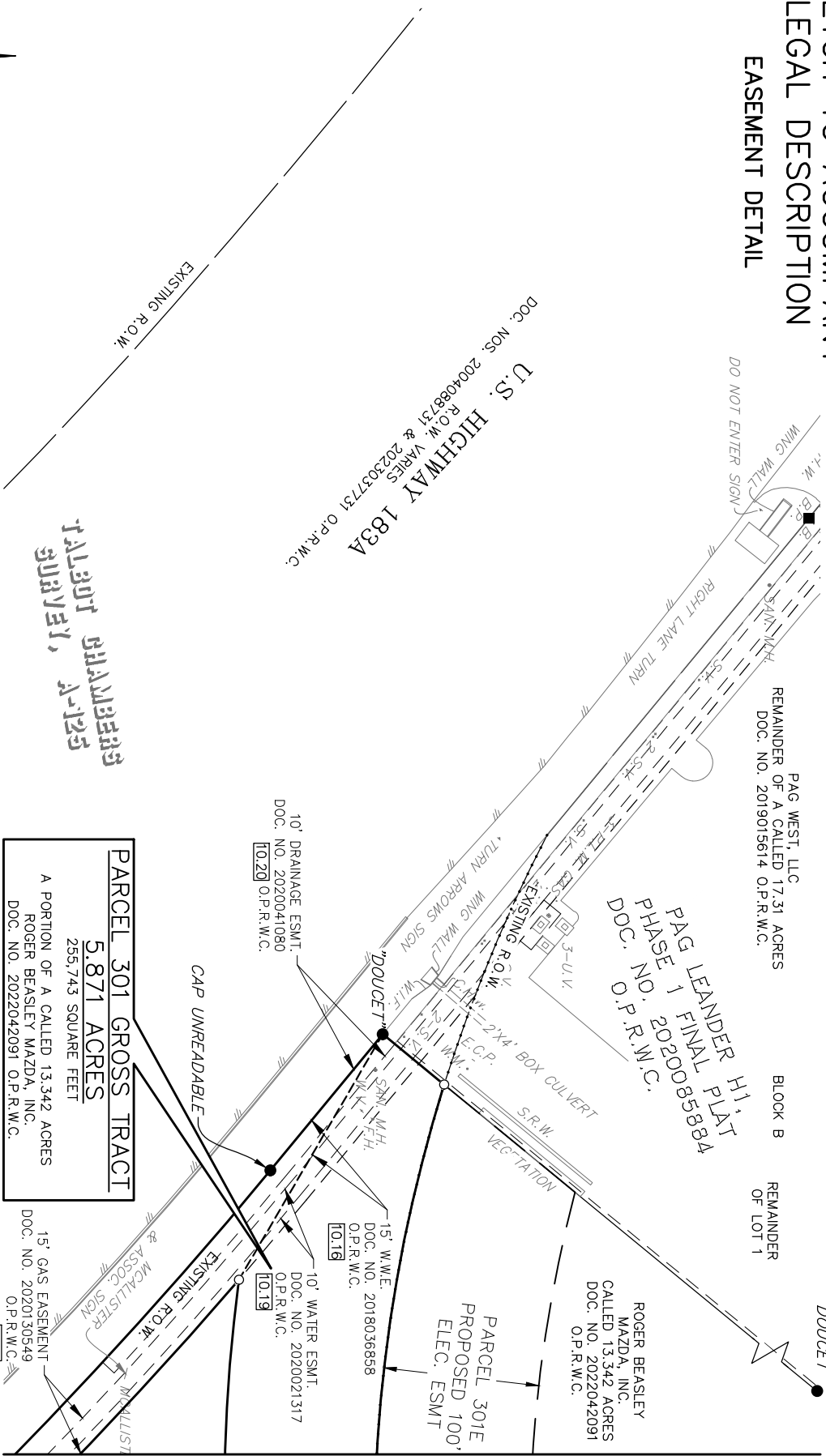
PARCEL PLAT
SHOWING PARCEL 301
3.688 ACRES
FM 2243

WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/03/2022	6 of 11



SKETCH TO ACCOMPANY LEGAL DESCRIPTION EASEMENT DETAIL



MATCHLINE PAGE 9 of 11

PARCEL 301 GROSS TRACT
5.871 ACRES
255,743 SQUARE FEET
A PORTION OF A CALLED 13.342 ACRES
ROGER BEASLEY MAZDA, INC.
DOC. NO. 2022042091 O.P.R.W.C.

15' GAS EASEMENT
DOC. NO. 2020130549
O.P.R.W.C. [10.2]

10' DRAINAGE ESMT.
DOC. NO. 2020041080
[10.20] O.P.R.W.C.

10' WATER ESMT.
DOC. NO. 2020021317
O.P.R.W.C. [10.19]

15' W.W.E.
DOC. NO. 2018036858
O.P.R.W.C. [10.18]

ROGER BEASLEY
MAZDA, INC.
CALLED 13.342 ACRES
DOC. NO. 2022042091
O.P.R.W.C.

PAGE LEADER H1
PHASE NO. 1
DOC. NO. 2020085884
O.P.R.W.C.

PAGE WEST, LLC
REMAINDER OF A CALLED 17.31 ACRES
DOC. NO. 2019015614 O.P.R.W.C.

BLOCK B
REMAINDER
OF LOT 1



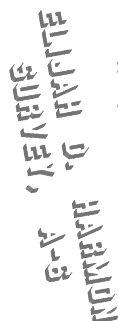
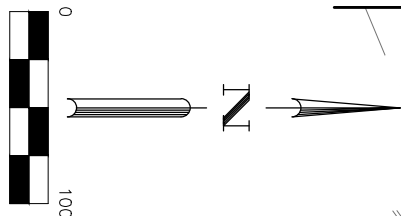
BGE, Inc.
101 West Louis Hema Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBP L.S. Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 301
3.688 ACRES
FM 2243

WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/03/2022	8 of 11



14307 64443333
24443333, 4-123

PARCEL 301 GROSS TRACT
5.971 ACRES

A PORTION OF A CALLED 13.342 ACRES
ROGER BEASLEY MAZDA, INC.
DOC. NO. 2022042091 O.P.R.W.C.

SAVE AND EXCEPT TRACT
2.183 ACRES

95.074 SQUARE FEET

A PORTION OF A CALLED 13.342 ACRES
ROGER BEASLEY MAZDA, INC.
DOC. NO. 2022042091 O.P.R.W.C.

15' GAS EASEMENT
DOC. NO. 2020130549
O.P.R.W.C. 10.21

10' WATER ESMT.
DOC. NO. 2020021317

15' W.W.E.
DOC. NO. 2018036858
O.P.R.W.C. 10.16

HERO WAY
165' R.O.W. 20060017325
160' R.O.W. 20060017325

195 R-32, 4 N.W.C.
 2006071322 O.P.R.N.C.
 NOS. 2006087880
 DOC. & 2006087880
 NO & NO BIKES 5
 NO

A diagram of a speed limit sign. The sign is rectangular with a black border. Inside, the words "SPEED LIMIT" are at the top, followed by a large "GATE" symbol (a rectangle with a diagonal line), and then "EXISTING" at the bottom. The sign is tilted slightly to the right.

-FLORIDA ROCK INDUSTRIES, INC.
CALLED 9.205 ACRES
DOC. NO. 2023036116 O.P.R.W.C

ECLOSER
GN
PROPOSED F.W. 2243 BASELINE

NO SOLICITING SIGN

MEAL TRANSMISSION P.P.
PROHIBITION SIGN

SPEED LIMIT 50
NOW HIRING SIGN

U.C.M. AT&T
CONC. P.P. W/TEL. RISE

24" RCP
HERO WAY C
RD 269 SIG

MAILBOX 2544
APPROX. SURVEY LINE
RD 26

ER SURVEYING"

PROPOSED
R.O.W.
GRAVEL
DRIVE

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3.688 ACRE
FM 2243

WILLIAMSON COUNTY, TEXAS

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LEGEND

CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
DOC.	DOCUMENT
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
M.H.	MANHOLE
N.O.	NUMBERS
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
P.L.M.	PIPELINE MARKER
P.L.V.	PIPELINE VENT
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.W.	RETAINING WALL
R.O.W.	RIGHT-OF-WAY
SAN	SANITARY
S.N.S.	STREET NAME SIGN
S.S.	STOP SIGN
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
U.J.U.A.A.	UTILITY JOINT USE AGREEMENT AREA
W.B.O.V.	WATER BLOW-OFF VALVE
W.M.	WATER METER
W.W.E.	WASTEWATER EASEMENT
W.V.	WATER VALVE
()	RECORD INFO FOR DOC. NOS.
[]	2020085884 & 2019015614 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO 2004088731 O.P.R.W.C.
(())	RECORD INFO FOR DOC. NO 2022042091 O.P.R.W.C.
[[]]	RECORD INFO FOR DOC. NO 2023036116 O.P.R.W.C.
●	RECORD INFO FOR DOC. NOS.
○	2009071322 & 2009087880 O.P.R.W.C.
■	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
▲	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	FOUND TYPE II BRASS R.O.W. MONUMENT IN CONCRETE
X	FOUND 60D NAIL
—DHT—	WIRE FENCE
—DHP—	OVERHEAD TELEPHONE
//	OVERHEAD POWER
[10.2]	EDGE OF ASPHALT
	SCHEDULE B ITEM

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	569.23'	988.00'	33°00'37"	S 89°07'51" E	561.39'
C2	386.51'	2,884.79'	7°40'36"	N 46°40'40" W	386.22'
C3	440.00'	1,088.93'	23°09'05"	N 85°56'23" E	437.01'
C4	157.56'	1,092.87'	81°5'38"	S 43°00'54" W	157.43'
C5	156.68'	100.00'	89°46'08"	N 89°30'05" W	141.14'
C6	237.79'	2,959.72'	4°36'11"	N 46°52'13" W	237.72'

RECORD CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
[C2]		[2,884.79']			
[C2]	{386.51'}	{2,884.79'}	{7°40'36"}	{N 46°41'00" W}	{386.22'}

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 39°25'29" E	51.10'
L2	N 76°44'15" W	112.38'
L3	N 21°01'29" W	651.45'
L4	S 21°27'24" E	27.86'
L5	S 00°48'00" W	12.57'
L6	S 21°01'16" E	51.19'
L7	N 87°29'45" W	53.95'
L8	N 15°36'49" W	89.07'
L9	S 15°36'49" E	89.07'
L10	S 21°30'13" E	90.78'
L11	N 21°30'13" W	80.08'
L12	N 44°32'50" E	56.47'
L13	S 44°32'50" W	30.08'
L14	S 45°00'00" E	3.62'
L15	N 05°25'11" E	95.44'

RECORD LINE TABLE

NUMBER	BEARING	DISTANCE
L2	{N 76°41'57" W}	{112.38'}
L2	[[N 76°45'53" W]]	[[111.49']]
L4	[[S 21°01'01" E]]	[[27.86']]



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TBP L5 Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 301
3.688 ACRES
FM 2243

WILLIAMSON COUNTY, TEXAS

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-158402, DATED EFFECTIVE MAY 18, 2022 AND ISSUED ON MAY 26, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 10.2 AN ACCESS EASEMENT AS DESCRIBED IN VOLUME 434, PAGE 205 AND VOLUME 437, PAGE 142, DEED RECORDS, WILLAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.11 THE RIGHT TO PROHIBIT, LIMIT, RESTRICT OR CONTROL ACCESS TO HIGHWAY 183-A, AS SET FORTH IN DOCUMENT NO. 2004088731, OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT.
- 10.14 TERMS, CONDITIONS AND STIPULATIONS AS SET FORTH IN THAT CERTAIN DEVELOPMENT AND REIMBURSEMENT AGREEMENT RECORDED UNDER DOCUMENT NO. 2011086121; AS FURTHER AFFECTED BY ADDENDUM AND AMENDED ADDENDUM RECORDED IN DOCUMENT NO(S) 2012030292 AND 2016010199; AND BY AMENDMENT OF DEVELOPMENT AND REIMBURSEMENT AGREEMENT RECORDED IN DOCUMENT NO. 20190339796, OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

PRELIMINARY

This document shall not be recorded for any purpose.

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

- 10.16 A WASTEWATER EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2018036858, OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

- 10.17 AN ELECTRIC LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NOS. 2018087952 AND 2018087955, OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS. DOCUMENT NO. 2018087952 DOES NOT AFFECT THE SUBJECT TRACT, DOCUMENT NO. 2018087955 DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

- 10.18 TERMS, CONDITIONS, AND STIPULATIONS IN THE RIGHT OF FIRST OFFER AGREEMENT BY AND BETWEEN RB 270 PARTNERSHIP, L.P., A TEXAS GENERAL PARTNERSHIP (SELLER), AND PAG WEST, LLC, A DELAWARE LIMITED LIABILITY COMPANY (BUYER) AS RECORDED IN DOCUMENT NO. 2019015615, OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

- 10.19 A WATER UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN DOCUMENT NOS. 2020021316 AND 2020021317, OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS. DOCUMENT NO. 2020021316 DOES NOT AFFECT THE SUBJECT TRACT, DOCUMENT NO. 2020021317 DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

- 10.20 A DRAINAGE EASEMENT GRANTED TO CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY AS DESCRIBED IN DOCUMENT NO. 2020041080, OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

- 10.21 AN UNDERGROUND GAS PIPELINE(S) AND APPURTENANCES EASEMENT GRANTED TO ATMOS ENERGY CORPORATION AS DESCRIBED IN DOCUMENT NO. 2020130549, OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

REVISED 6/3/2022: UPDATED TITLE COMMITMENT AND RESTRICTIVE COVENANT AND EASEMENT NOTES
REVISED 11/27/2023: ADDED SAVE & EXCEPT TRACT



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TBP L5 Licensed Surveying Firm No. 10106502

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EXHIBIT "B"

UTILITY JOINT USE AGREEMENT

PROJECT NAME: Hero Way (RM 2243)—Parcel 301

ADDRESS: 183A Toll Road & Hero Way, Leander

COUNTY, STATE: Williamson County, Texas 78641

LEGAL DESCRIPTION: R461858—13.342 acres, Talbot Chambers Survey, Abstract No. 125

THIS UTILITY JOINT USE AGREEMENT (this "Agreement") is made and entered into effective _____, 202__ (the "Effective Date") by and between ROGER BEASLEY MAZDA, INC., a Texas corporation ("Beasley"), and the COUNTY OF WILLIAMSON, TEXAS, its successors or assigns ("County").

RECITALS:

WHEREAS, BEASLEY is conveying to the County certain property for the above indicated highway right-of-way, as set forth in deed of even date recorded in Doc. 202_____, Williamson County, Texas Official Public Records (the "R.O.W."); and

WHEREAS, the County proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, BEASLEY proposes to retain, install, and/or use certain stormwater drainage utility rights and facilities for continued and/or proposed drainage conveyance to and from detention facilities on the remaining property of Beasley, or to the existing roadway drainage system in order to convey drainage from proposed development on its adjacent property to its proposed detention pond facility and/or the existing drainage system in the highway right-of-way, and to retain use of the limited property rights as described herein on, along or across, and within or over only those certain three (3) twenty-five foot (25') wide portions of the R.O.W. described as "25' U.J.U.A.A." in the locations as clouded on Exhibit A attached hereto and incorporated herein ("Joint Use Property").

AGREEMENT:

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

1. It is agreed that joint usage for both highway and drainage purposes will be made of the Joint Use Property within the highway right-of-way limits as such area is defined and to the extent indicated on Exhibit A. Nothing in this Agreement shall serve to modify or extinguish any compensable property interest vested in BEASLEY within the above-described area. If the facilities located within the Joint Use Property shown on Exhibit A need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of BEASLEY's future proposed changes to its own facilities, BEASLEY and the County agree to notify each other at least 60 days prior thereto, and to furnish necessary plans showing location

and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, the party acting under the emergency agrees to notify the other party promptly.

2. If any such alteration, modification, or new construction proposed by BEASLEY conflicts with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, County shall have the right, after receipt of notice from BEASLEY, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not, however, require the routing of any lines or facilities outside of the Joint Use Property above described or otherwise prohibit or restrict BEASLEY's drainage rights.

3. If BEASLEY's facilities are located along a controlled access highway, BEASLEY agrees that ingress and egress for servicing its facilities will be limited to highway frontage roads, nearby or adjacent public roads and streets, or trails along or near the highway right-of-way lines which connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes, or other appurtenances of BEASLEY's facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by County to BEASLEY setting forth the conditions for policing and other controls to protect highway users, provided, such condition shall not prohibit or restrict BEASLEY's stormwater drainage rights. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, BEASLEY shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish required repairs, provided County is notified immediately when such repairs are initiated and adequate provisions are made by BEASLEY for the convenience and safety of highway traffic. Except as expressly provided herein, BEASLEY's rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as applicable to the general public.

4. This Agreement shall run with the Joint Use Property portion of the R.O.W. described on Exhibit A, and shall apply to, be binding upon, an inure to the benefit of the parties and their respective successors and assigns.

5. To the extent allowed by law, in the event of any dispute between the parties arising out of or in connection with this Agreement, the prevailing party in such dispute will be entitled to recover from the non-prevailing party all of its costs and expenses incurred in connection with such dispute, including court costs, expert witness fees and reasonable attorney's fees.

6. This Agreement shall be governed and interpreted under the laws of the State of Texas.

7. This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and neither party shall be bound by any verbal statement or agreement made heretofore. This Agreement cannot be varied except by written agreement executed by the parties.

8. If any items, terms, or provisions contained in this Agreement are in conflict with any applicable Federal, state, or local laws, then this Agreement shall be affected only as to its

application to such items, terms, or provisions, and shall in all other respects remain in full force and effect. The terms and provisions of this Agreement are severable, and if any provision, term, or part hereof or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be illegal, unenforceable, invalid, or unconstitutional for any reason, (i) the remainder of this Agreement and the application of such provisions or part hereof to other persons or circumstances shall not be affected thereby, and (ii) this Agreement and its interpretation and enforcement shall be affected only as to the application of any such items, terms, or provisions deemed illegal, unenforceable, invalid, or unconstitutional, and this Agreement shall in all other respects remain in full force and effect.

9. All notices or other communications required or desired to be given with respect to this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, bearing adequate postage, or sent by nationally recognized overnight delivery service (such as FedEx or UPS), or sent by email, and properly addressed as provided below. Each notice given by mail shall be deemed to be given and received on the second (2nd) business day after deposit in the U.S. Mails; each notice delivered by overnight delivery service shall be deemed to have been given and received on the next business day following deposit thereof with the overnight delivery company; and each notice given by email shall be deemed to have been given and received upon transmission to the correct addressee; provided, a copy of such notice is also deposited on that date in the U.S. Mail or with an overnight delivery service for delivery to the party to be notified as provided therein. Upon change of address of either party, such party shall give written notice of such change to the other party in accordance with the foregoing. Inability to deliver because of changed address or status of which no notice was given shall be deemed to be receipt of the notice sent, effective as of the date such notice would otherwise have been effective as provided herein.

If to BEASLEY:

Attention: _____
Telephone: _____
E-mail: _____

with required copy to:

Attn: _____
Telephone: _____
Email: _____

If to County:

Williamson County, Texas
710 Main Street, Suite 101
Georgetown, Texas 78626
Attention: County Auditor
Telephone: _____
E-mail: contractaudit@wilco.org

with required copy to:

Attention: _____

Telephone: _____

Email: _____

10. Each party agrees to execute, acknowledge, deliver, file, record and publish such further instruments and documents, and do all such other acts and things as may be required by law, or as may be required to carry out the purposes and intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

[Signatures on following Pages]

ROGER BEASLEY MAZDA, INC.,
a Texas corporation

Title: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

Notary Public, State of Texas

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

ACKNOWLEDGMENT

THE STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	§

This instrument was acknowledged before me on _____, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said county.

Notary Public, State of Texas

**EXHIBIT “A” UTILITY JOINT USE AGREEMENT AREA
LOCATIONS FOLLOWS**

EXHIBIT "C"

Parcel 301

DEED

Hero Way/RM 2243 Right of Way

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **ROGER BEASLEY MAZDA, INC., a Texas corporation**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

Fee simple title in and to a 3.688 acre tract of land, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; being all of the "Gross Tract" comprising 5.871 acres, and **SAVE AND EXCEPT** all of the "Save and Except Tract" comprising 2.183 acres, more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein **(Parcel 301)**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas and/or the State of Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance Grantee's public roadway facilities and related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Property described herein is being conveyed in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 202____.

[signature pages follow]

ROGER BEASLEY MAZDA, INC.,
a Texas corporation

Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

Notary Public, State of Texas

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

3.