<u>UTILITY JOINT USE AGREEMENT</u>

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

-	HIS UTILITY JOINT USE AGREEMENT (this "Agreement") is r	made and entered into
effective	, 2025 (the "Effective Date") by and between	ROGER BEASLEY
IMPOR'	'S, INC., a Texas corporation ("Beasley"), and the COUNTY	OF WILLIAMSON
TEXAS	its successors or assigns ("County").	

RECITALS:

WHEREA	AS, BEASLEY	is co	nvey	ing to	the (County	certa	in prop	erty fo	r the abov	e ind	licated
highway	right-of-way,	as	set	forth	in	deed	of	even	date	recorded	in	Doc.
202		, W	⁷ illian	nson Co	ounty	, Texas	s Offi	icial Pu	blic Re	cords (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: Roger Beasley Imports, Inc.

> 6825 Burnet Road Austin, Texas 78757

Attention: Mr. Roger K. Beasley

512.658.8813 Telephone:

E-mail: RKB6825@gmail.com

with required copy to: Roger Beasley Imports, Inc.

> 4506 South IH 35 Austin, Texas 78745 Attn: Mr. Steve Tonsi Telephone: 512.507.4322

Email: cfo@rogerbeasley.com

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: Williamson County General Counsel

401 W. 6th Street

Georgetown, Texas 78626

Attention: Hal Hawes or successor

Telephone: 512.943.3862 Email: hhawes@wilco.org

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]

BEASLEY:

ROGER BEASLEY IMPORTS, INC.,

a Texas corporation

Rober K Beasley President

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 5TH day of WARCH, 2025, by Roger K. Beasley, the President of Roger Beasley Imports, Inc., on behalf of said entity.

Notary Public, State of Texas

COUNTY:			
WILLIAMSON COUNTY, TEXAS			
By:Bill Gravell, Jr			
County Judge			
<u>A</u> (CKNOWLEDGN	<u>MENT</u>	
THE STATE OF TEXAS	§ § §		
COUNTY OF WILLIAMSON	§		
This instrument was acknowledged b Jr., County Judge of Williamson Cour	efore me on tty, Texas, on beh	alf of said county.	, by Bill Gravell
	Notai	ry Public, State of Tex	Kas

EXHIBIT "A" UTILITY JOINT USE AGREEMENT AREA LOCATIONS FOLLOWS



SCHEDULE B ITEM EDGE OF ASPHALT OVERHEAD TELEPHONE OVERHEAD POWER

WIRE FENCE

FOUND 60D NAIL CALCULATED POINT

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 RECORD INFO FOR DOC. NO 2023036116 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. NOS. WATER VALVE WASTEWATER EASEMENT 0.P.R.W.C.

CORRUGATED METAL PIPE CONCRETE DOCUMENT ELECTRIC EASEMENT FIRE HYDRANT FIRE HYDRANT FIRE HYDRANT FIRE OPTIC MARKER GATE POST MANHOLE NUMBER NUMBER NUMBER NUMBERS OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY PIPELINE WANT POINT OF BEGINNING POWER POLE REINFORCED CONCRETE PIPE REFLECTOR POST RETAINING WALL RIGHT-OF-WAY SANITARY

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NUMBER

ARC LENGTH | RADIUS

DELTA

CHORD BEARING | CHORD DISTANCE

[C2] [C2]

386.51'}

{2,884.79'} [2,884.79]

| {7**.**40'36"}

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46°41'00"

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{386.22'}

C4

СЗ C2 Ω LEGEND

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	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'
91	S 21°01'16" E	51.19
L7	N 87°29'45" W	53.95
81	N 15°36'49" W	89.07'
Г9	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

							BER		
	237.79'	156.68	157.56'	440.00'	386.51	569.23'	ARC LENGTH RADIUS		
RECOR	2,959.72'	100.00'	1,092.87	1,088.93'	2,884.79' 7°40'36"	988.00'	RADIUS	CI	
RECORD CURVE TABLE	4°36'11"	89°46'08"	8°15'38"	23°09'05"	7°40'36"	33°00'37"	DELTA	CURVE TABLE	
TABLE	N 46°52'13" W	N 89°30'05" W	S 43°00′54" W	N 85°56'23" E	N 46°40'40" W	S 89°07'51" E	CHORD BEARING	3LE	
	237.72'	141.14	157.43'	437.01'	386.22'	561.39'	CHORD DISTANCE		

L15	L14	L13	L12	L11	L10	[9	L8	L7	16	L5	L4	L3	[2		NUMBER	
N 05°25'11" F 95.44'	S 45°00'00" E	S 44°32'50" W	N 44°32'50" E	N 21°30'13" W	S 21°30'13" E	S 15°36'49" E	N 15°36'49" W	N 87°29'45" W	S 21°01'16" E	S 00°48'00" W	S 21°27'24" E	N 21°01'29" W	N 76°44'15" W	N 39°25'29" E	BEARING	LINE TABLE
95.44'	3.62'	30.08	56.47	80.08'	90.78'	89.07'	89.07'	53.95'	51.19'	12.57'	27.86'	651.45	112.38'	51.10'	DISTANCE	
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	<u>~</u>	<u>)</u>		BG.		VISED 11/2	REVISED 6/3					L4	L2	L2	NUMBER	R
3.688 ACKES	SHOWING TARCEL 301	TATCEL TLA	TBPLS Licensed Surveying Firm No. 10106502	101 West Louis Henna Blvd, Suite 400, Austin, TX 78728 Tel: 512-879-0400 • www.bgeinc.com	BGE, Inc.	REVISED 11/27/2023: ADDED SAVE & EXCEPT TRACT REVISED 1/2/2024: UPDATED TITLE COMMITMENT	6/3/2022: UPDATED TITLE COMMITMENT					[[S 21°01'01" E]]	[[N 76°45'53" W]]	{N 76°41'57" W}	BEARING	RECORD LINE TABLE
J.E.C.	CEL 301		rm No. 10106502 copyrig	uite 400, Austin, TX 78728		LE COMMITMENT	TLE COMMITMENT					[[27.86']]	[[111.49']]	{112.38'}	DISTANCE	BLE

R	RECORD LINE TABLE	BLE
NUMBER	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']]

SHOWING PARCEL TBPLS Licensed Surveying Firm No. 10106502 PARCEL 3.688 ACRES PLAT 301 Copyright 202

WILLIAMSON COUNTY, 2243 TEXAS

Scale: 1"=100'7473-00 Job No.: Date: 06/03/2022 Page: 10 of 1

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- <u>.</u> AN ACCESS EASEMENT AS DESCRIBED IN VOLUME 434, 437, PAGE 142, DEED RECORDS, WILLIAMSON COUNTY, SUBJECT TRACT, AS SHOWN HEREON. TEXAS, 205 AND VOLUME DOES AFFECT THE
- 10.3 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 516, PAGE 364, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, **DOES NOT AFFECI** THE SUBJECT TRACT.
- 10.4 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 761, PAGE 331, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, **DOES NOT AFFECT** THE SUBJECT TRACT.
- 10.5 AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 829, PAGE 932, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, <u>DOES NOT AFFECT</u> THE SUBJECT TRACT.
- 10.7. AN ACCESS EASEMENT AS DESCRIBED IN VOLUME 925, PAGE 926, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, <u>DOES NOT AFFECT</u> THE SUBJECT TRACT. WILLIAMSON COUNTY,

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- 10.8 A SEWER/WATER LINES EASEMENT GRANTED TO THE CITY OF DESCRIBED IN VOLUME 1287, PAGE 898, OFFICIAL RECORDS, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT. A SEWER/WATER LINES EASEMENT GRANTED TO THE CITY OF DESCRIBED IN VOLUME 1280, PAGE 632, OFFICIAL RECORDS, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT. WILLIAMSON COUNTY,
- 10.9 A PUBLIC UTILITY EASEMENT GRANTED IN VOLUME 1909, PAGE 230, OFFICIAL FOR NOT AFFECT THE SUBJECT TRACT TO THE CITY OF LEANDER AS D RECORDS, WILLIAMSON COUNTY, DESCRIBED TEXAS,

and

- 10.10 AN ACCESS EASEM PUBLIC RECORDS, TRACT. EASEMENT AS DESCRIBED IN DOCUMENT NO. 1999041720, ORDS, WILLIAMSON COUNTY, TEXAS, <u>DOES NOT AFFECT</u> THE E SUBJECT
- 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, WILLIAMSON COUNTY, TEXAS, <u>DOES AFFECT</u> THE SUBJECT TRACT.
- 10.12 A TEMPORARY DRAINAGE EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2007069448, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, <u>DOES NOT AFFECT</u> THE SUBJECT TRACT.
- 10.13 A TEMPORARY DRAINAGE EASEMENT GRANTED TO THE CITY OF LEANDER DESCRIBED IN DOCUMENT NO. 2007090678, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, <u>DOES NOT AFFECT</u> 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. 2019039796, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.15 TERMS, CONDITIONS AND STIPULATIONS AS SET FORTH IN THAT CERTAIN RELEASE AND RELINQUISHMENT OF ACCESS RIGHTS RECORDED IN DOCUMENT NO. 2013078880, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, <u>DOES NOT AFFECT</u> THE SUBJECT TRACT.
- 10.16 A WASTEWATER EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED DOCUMENT NO. 2018036858, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, <u>DOES AFFECT</u> THE SUBJECT TRACT, AS SHOWN HEREON.

- 10.17 AN ELECTRIC LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT, S. 2018087952 AND 2018087955, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. DOCUMENT NO. 2018087952 DOES NOT AFFECT THE SUBJECT TRACT, DOCUMENT NO. 2018087955 DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 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, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRA TRACT
- A WATER UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN DOCUMENT NOS. 2020021316 AND 2020021317, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. DOCUMENT NO. 2020021316 DOES NOT AFFECT THE SUBJECT TRACT, DOCUMENT NO. 2020021317 DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

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- A DRAINAGE EASEMENT GRANTED TO CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY AS DESCRIBED IN DOCUMENT NO. 2020041080, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, **DOES AFFECI** THE SUBJECT TRACT, SHOWN HEREON.
- AN UNDERGROUND GAS PIPELINE(S) AND APPURTENANCES EASEMENT GRANTED TO ATMOS ENERGY CORPORATION AS DESCRIBED IN DOCUMENT NO. 2020130549, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

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



JONATHAN 0 NOBLES RPLS Z 0. 5777

01/02/2024

BGE, INC. AUSTIN, TEXAS 101 WEST LOUIS HENNA BLVD., TELEPHONE: (512) 879-0400 78728 SUITE

REVISED 1/2/2024: UPDATED TITLE REVISED 6/3/2022: UPDATED TITLE COMMITMENT REVISED 11/27/2023: ADDED SAVE & EXCEPT TRACT COMMITMENT



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

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HOWING PARCEI PARCEL 3.688 2243 **ACRES** PLAT 301

Scale: "=100"IAMSON 7473-00 Job No.: COUNTY, 90 Date: /03, /2022 Ш \rightrightarrows XAS of.