

REAL ESTATE CONTRACT

Hero Way Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **PAG West, LLC** (referred to in this Contract as "Seller", whether one or more) 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:

All of that certain 0.087 acre (3,796 square foot) tract of land, out of and situated in the Talbot Chambers Survey, Abstract No. 125, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 300**);

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 and fixtures situated on and attached to the Property described herein not otherwise 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

2.01. The Purchase Price for the Property described in Exhibit "A," any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of SIXTY THOUSAND NINETY-FOUR and 00/100 Dollars (\$60,094.00).

Payment of Purchase Price

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

Special Provisions

2.03.1. Grantor's reservation of Utility Joint Use Agreement. Grantor reserves the rights contained within the Utility Joint Use Agreement, attached hereto and incorporated herein for all purposes as Exhibit "B."

The rights and obligations of the parties in this Section 2.03 shall survive the Closing of

this transaction, and are not otherwise merged herein.

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

3.02. 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 current, actual knowledge of Seller:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) 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 is being conveyed to Purchaser under threat of condemnation, and in as-is, where-is condition.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of First American Title Company on or before May 7, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, 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 Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for those matters set forth in the Deed.

(2) The Deed to Purchaser shall be in the form as shown in Exhibit "C" attached hereto.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to the terms of such policy, 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".

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise remain the obligation of Seller to satisfy. 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 proceeding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract 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.
- (4) Attorney's fees paid by each respectively.

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) terminate this Contract and 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.

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.

Compliance

8.08 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

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

Counterparts

8.10 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.

SELLER:

PAG West, LLC

By: Maggie Feher

Name: Maggie Feher

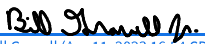
Its: Assistant Secretary

Date: 3/10/23

Address: Jason Nichol
VP, Deputy General Counsel
2555 S. Telegraph Rd
Bloomfield Twp, MI 48302
(248) 648-2567 (direct)
(989) 944-1846 (mobile)

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Bill Gravell, Jr.
County Judge

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

Date: Apr 11, 2023

EXHIBIT “A”

DESCRIPTION OF PROPERTY

[insert]

EXHIBIT A

County: Williamson
Parcel: 300
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 300

METES & BOUNDS DESCRIPTION FOR A 0.087 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION 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, SAID LOT 1 BEING A PORTION OF A CALLED 17.31 ACRE TRACT OF LAND AS CONVEYED TO PAG WEST, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2019015614 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.087 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 Number 2004088731 of the Official Public Records of Williamson County, Texas, at the common south corner of the above described Lot 1, Block B and PAG West Tract, and at the west corner 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, for the south corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with an unreadable cap found on the northeast right-of-way line of said U.S. Highway 183A at point of curvature, bears S 50°27'14" E a distance of 113.57 feet;

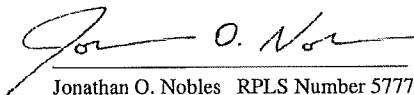
THENCE, with the northeast right-of-way line of said U.S. Highway 183A and the common southwest line of said Lot 1, Block B and said PAG West Tract, N 50°27'14" W a distance of 165.82 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,801.62, E: 3,080,880.94) set for the beginning of a non-tangent curve to the left and the northwest corner of the herein described tract, 551.49 feet left of FM 2243 baseline station 96+72.82, 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 264.38 feet;

THENCE, over and across said Lot 1, Block B and said PAG West Tract, along said curve to the left, an arc distance of 173.64 feet, having a radius of 988.00 feet, a central angle of 10°04'10" and a chord which bears S 67°35'27" E a distance of 173.41 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the common southeast line of said Lot 1, Block B and said PAG West Tract and the northwest line of said Roger Beasley Tract, for the northeast 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 common southeast line of said Lot 1, Block B and said PAG West Tract and the northwest line of said Roger Beasley Tract, bears N 39°25'29" E a distance of 839.00 feet;

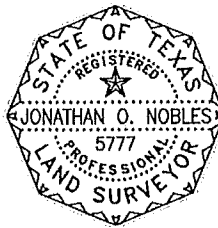
THENCE, with the common southeast line of said Lot 1, Block B and said PAG West Tract and the northwest line of said Roger Beasley Tract, S 39°25'29" W a distance of 51.10 feet to the **POINT OF BEGINNING** and containing 0.087 acre (3,796 square feet) of land, more or less.

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.


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



05/16/2022

Date

Client: Williamson County
Date: May 16, 2022
Project Number: 7473-00

Sketch to Accompany Legal Description

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

BLOCK B LOT 1

PAG LEANDER HI.
PHASE I FINAL PLAT
DOC. NO. 2020085884
O.P.R.W.C.

15' W.W.E
DOC. NO. 2018035858
O.P.R.W.C.
(10.3)

10' P.U.E
DOC. NO. 2020085884
O.P.R.W.C.
(10.3)

10' PEDESTRIAN TRAIL
DOC. NO. 2020085884
O.P.R.W.C.
(10.7)

10' WATER EASEMENT
DOC. NO. 2020085884
O.P.R.W.C.
(10.5)

15' GAS EASEMENT
DOC. NO. 2020130548
O.P.R.W.C.
(10.7)

25' P.U.E
DOC. NO. 2020085884
O.P.R.W.C.

30"x14" WATER METER VAULT EASEMENT
DOC. NO. 2020285884
O.P.R.W.C.
(10.5)

STA 96+72.62
551' 40" L.T.
CRP COORDINATES
H: 10,186,801.62
E: 3,680,680.94

U.S. HIGHWAY 183A
PAK JAMES'S O.P.R.W.C.
DOC. NO. 2020085884

PARCEL 300 0.087 ACRE
3,798 SQUARE FEET
A PORTION OF A CALLED 17.31 ACRES
PAG WEST, LLC
DOC. NO. 2019015614 O.P.R.W.C.

STA 97+98.91
432' 43" L.T.

P.O.B. "DOUCET"

GAP UNREADABLE

PROPOSED ELEC. ESMT.

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

PROPOSED R.O.W.

TALBOT CHAMBERS SURVEY, A-125

Scale:
1"=100'

Job No.:
7473--00

Date:
05/16/2022

Page:
3 of 4

G:\MCN\Projects\County\Williamson\7473-00_Fm2243\00_Survey\04_Finals\Drawings\7473-00_P300_Ext.dwg, 1/25/2021 1:54 PM, Dunham Fisher

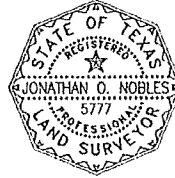
LEGEND

B.	BOLLARD
DOC.	DOCUMENT
ELEC.	ELECTRIC
F.H.	FIRE HYDRANT
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.U.E.	PUBLIC UTILITY EASEMENT
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
SAN.	SANITARY
STM.	STORM
S.V.	SPRINKLER VALVE
W.M.	WATER METER
W.V.	WATER VALVE
W.W.E.	WASTEWATER EASEMENT
()	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.
●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
■	FOUND TYPE II BRASS R.O.W. MONUMENT IN CONCRETE
16.1	EDGE OF ASPHALT
	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 39°25'29" W	51.10'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	173.64'	988.00'	10°04'10"	S 67°35'27" E	173.41'

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.



5/16/2022

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

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-158395, DATED EFFECTIVE JANUARY 18, 2022 AND ISSUED ON JANUARY 26, 2022.

BGE 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			
PARCEL PLAT SHOWING PARCEL 300 0.087 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS			
Scale: 1"=100'	Job No.: 7473-00	Date: 05/16/2022	Page: 4 of 5

EXHIBIT “B”

UJUA

[insert]

UTILITY JOINT USE AGREEMENT

PROJECT NAME: PAG Leander H1

ADDRESS: 9550 183A Toll Road, Leander

COUNTY, STATE: Williamson County, Texas 78641

LEGAL DESCRIPTION: S12374 – PAG Leander H1 PH 1, Block B, Lot 1, 0.0153 acres

THIS UTILITY JOINT USE AGREEMENT (this "Agreement") is made and entered into effective _____, 2023 (the "Effective Date") by and between PAG West, LLC, a Delaware limited liability company ("PAG"), and the County of Williamson, Texas ("County").

RECITALS:

WHEREAS, PAG 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. 2023 _____, Williamson County, Texas Official Public Records; and

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

WHEREAS, PAG proposes to retain and use certain stormwater drainage utility facilities for continued drainage conveyance into the existing roadway drainage system in order to continue to convey drainage from its adjacent property to the existing drainage system in the highway right-of-way, and to retain title to any easement, use and property rights it now has or may have on, along or across, and within or over that certain property as described on Exhibit A attached hereto and incorporated herein ("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 area 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 PAG within the above-described area. If the facilities 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 PAG's future proposed changes to its own facilities, PAG 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 PAG 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 PAG, 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 outside of the area of joint usage above described or otherwise prohibit or restrict PAG's drainage rights.

3. If PAG's facilities are located along a controlled access highway, PAG 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 PAG'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 PAG setting forth the conditions for policing and other controls to protect highway users, provided, such condition shall not prohibit or restrict PAG's 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, PAG 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 PAG for the convenience and safety of highway traffic. Except as expressly provided herein, PAG'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 property 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 PAG: Jason Nichol
2555 S. Telegraph Rd
Bloomfield Twp, MI 48302
Telephone: (248) 648-2567
E-mail: JNichol@penskeautomotive.com

with required copy to: Graves Dougherty Hearon & Moody
401 Congress Avenue, Suite 2700
Austin, TX 78701
Attention: Wm. Terry Bray
Telephone: (512) 480-5635
Email: tbray@gdhm.com

If to County: _____

Attention: _____
Telephone: _____
E-mail: _____

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]

PAG WEST, LLC,
A Delaware limited liability company

By: 

Name: Maggie Feher

Title: Assistant Secretary

ACKNOWLEDGMENT

THE STATE OF MICHIGAN

§

§

COUNTY OF OAKLAND

§

This instrument was acknowledged before me on this 10th day of March, 2023, by Maggie Feher, Assistant Secretary of PAG WEST, LLC, a Delaware limited liability company, on behalf of said company.



Notary Public, State of Michigan

DEIRDRE THOMAS Notary Public, State of Michigan County of Wayne My Commission Expires Mar. 27, 2025 Acting in the County of <u>Oakland</u>
--

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

ACKNOWLEDGMENT

THE STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	§

This instrument was acknowledged before me on this ____ day of _____, 2023, by Bill Gravell, County Judge of Williamson County, Texas, on behalf of said county.

Notary Public, State of Texas

EXHIBIT “C”

Deed

[insert]

DEED
Hero Way 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 **PAG West, LLC**, a Delaware limited liability company, 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"):

0.087-acre tract of land out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; being a portion of Lot 1, Block B of Pag Leander H1, Phase 1 Final Plat, A Subdivision recorded in Document Number 2020085884 of the official public recorded of Williamson County, Texas, said Lot 1 being a portion of a called 17.31 acre tract of land as conveyed to Pag West, LLC by Special Warranty Deed recorded in Document Number 2019015614 of the being more particularly described by metes and bounds as follows and shown on the attached Exhibit A, attached hereto and incorporated herein (**Parcel 300**):

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: Drainage facilities described further in Exhibit B, attached hereto and incorporated herein.

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; and all matters set forth on Exhibit B, attached hereto and incorporated herein.

In addition to the Reservations set forth in Exhibit B, 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 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 of Hero Way.

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, by, through or under Grantor but not otherwise, except as to the Reservation from and Exceptions to Conveyance and Warranty.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2023.

[signature page follows]

GRANTOR:

PAG West, LLC

By: 

Name: Maggie Feher

Title: Assistant Secretary

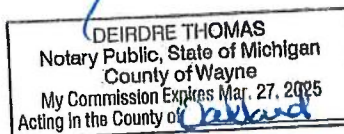
ACKNOWLEDGMENT

THE STATE OF Michigan
COUNTY OF Oakland

§
§
§

This instrument was acknowledged before me on this the 10th day of the month of March, 2023, by Maggie Feher and authorized agent of PAG West, LLC, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.


Signature



GRANTEE:

Williamson County, Texas

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of the month of _____, 2023, by _____ and authorized agent of Pag West, LLC, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

Signature

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

EXHIBIT A

County: Williamson
Parcel: 300
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 300

METES & BOUNDS DESCRIPTION FOR A 0.087 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION 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, SAID LOT 1 BEING A PORTION OF A CALLED 17.31 ACRE TRACT OF LAND AS CONVEYED TO PAG WEST, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2019015614 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.087 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 Number 2004088731 of the Official Public Records of Williamson County, Texas, at the common south corner of the above described Lot 1, Block B and PAG West Tract, and at the west corner 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, for the south corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with an unreadable cap found on the northeast right-of-way line of said U.S. Highway 183A at point of curvature, bears S 50°27'14" E a distance of 113.57 feet;

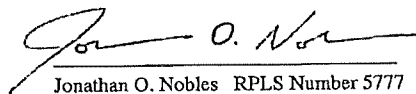
THENCE, with the northeast right-of-way line of said U.S. Highway 183A and the common southwest line of said Lot 1, Block B and said PAG West Tract, N 50°27'14" W a distance of 165.82 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,801.62, E: 3,080,880.94) set for the beginning of a non-tangent curve to the left and the northwest corner of the herein described tract, 551.49 feet left of FM 2243 baseline station 96+72.82, 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 264.38 feet;

THENCE, over and across said Lot 1, Block B and said PAG West Tract, along said curve to the left, an arc distance of 173.64 feet, having a radius of 988.00 feet, a central angle of $10^{\circ}04'10''$ and a chord which bears $S\ 67^{\circ}35'27''\ E$ a distance of 173.41 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the common southeast line of said Lot 1, Block B and said PAG West Tract and the northwest line of said Roger Beasley Tract, for the northeast 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 common southeast line of said Lot 1, Block B and said PAG West Tract and the northwest line of said Roger Beasley Tract, bears $N\ 39^{\circ}25'29''\ E$ a distance of 839.00 feet;

THENCE, with the common southeast line of said Lot 1, Block B and said PAG West Tract and the northwest line of said Roger Beasley Tract, $S\ 39^{\circ}25'29''\ W$ a distance of 51.10 feet to the **POINT OF BEGINNING** and containing 0.087 acre (3,796 square feet) 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.


Jonathan O. Nobles RPLS Number 5777

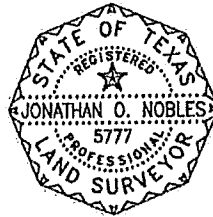
BGE, Inc.

101 West Louis Henna Blvd., Suite 400

Austin, TX 78728

Telephone: 512-879-0400

TBPELS Licensed Surveying Firm Number 10106502



05/16/2022

Date

Client: Williamson County

Date: May 16, 2022

Project Number: 7473-00

Exhibit B

Reservations and Exceptions

1. Reservation of Utility Joint Use. There is hereby excepted and reserved unto Grantor, its successors and assigns, and any subsequent owner(s) of all or any part of that certain tract of land located immediately adjacent to and north of the Property, being more particularly described in deed recorded in Document No. 2019015614, Official Public Records of Williamson County, Texas ("Grantor's Remaining Property"), a separate right to maintain, repair, and replace, a non-exclusive, perpetual contingent Utility Joint Use Agreement ("UJUA") over the portion of the Property described on Exhibit B-1, attached hereto and incorporated herein, for continued use as a subsurface drainage culvert connecting the existing detention pond located on Grantor's Remaining Property to 183A Toll Road right-of-way. Grantee shall have no responsibility or requirement to maintain any drainage culvert facilities allowed by this Reservation. The UJUA shall be executed by the parties and recorded simultaneously with this Deed.

Grantee, its successors or assigns may at any time and at its sole expense modify or remove the portion of the drainage culvert located within the 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 detention outfall flows are permitted to flow across the Property and 183A Toll Road right-of-way or as otherwise directed by Grantor and permitted or approved by any applicable agency or entity having stormwater regulatory authority for the Property and the Grantor's Remaining Property. Such modification shall confirm that Grantor may continue all previously existing flows and shall automatically amend the UJUA upon completion of such reconstruction, and Grantor, its successors shall, upon request from Grantee, execute an amendment in recordable form for delivery to Grantee.

2. Exceptions. To the extent presently in force and applicable to the Property:

- (a) Restrictive covenants as described in County Clerk's File No. 2020085884 of the Official Public Records of Williamson County, Texas.
- (b) Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated for not.
- (c) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.
- (d) The Public Utility, Landscape and Pedestrian, Wastewater, Pedestrian Trail, Water and Water Meter Vault easement(s) as set out on plat/map in County Clerk's File No. 2020085884 of the Official Public Records of Williamson County, Texas.

- (e) Access Easement recorded in Volume 434, Page 205, of the Deed Records, Williamson County, Texas.
- (f) Access Easement recorded in Volume 437, Page 142, of the Deed Records, Williamson County, Texas.
- (g) Wastewater Easement granted to City of Leander, recorded in County Clerk's File No. 2018036858, of the Official Public Records, Williamson County, Texas.
- (h) All matters as shown on recorded plat filed for record under County Clerk's File No. 2020085884, Official Public Records of Williamson County, Texas.
- (i) Right of Way granted to Atmos Energy Corporation, Texas corporation, recorded in County Clerk's File No. 2020130548, of the Official Public Records, Williamson County, Texas.
- (j) Utility Easement (Underground) granted to Pedernales Electric Cooperative, Inc., recorded in County Clerk's File No. 2021061319, of the Official Public Records, Williamson County, Texas.
- (k) Terms, Conditions and Stipulations in the Agreement recorded in County Clerk's File No. 2011086121, and as further affected by addendum and amended addendum recorded in County Clerk's File No(s). 2012030292 and 2016010199, Official Public Records, Williamson County, Texas.