

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]

BEASLEY:

ROGER BEASLEY MAZDA, INC.,
a Texas corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §

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COUNTY OF _____ §

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This instrument was acknowledged before me on this _____ day of _____, 2023, by _____, the _____ of Roger Beasley Mazda, Inc., on behalf of said entity.

Notary Public, State of Texas

COUNTY:

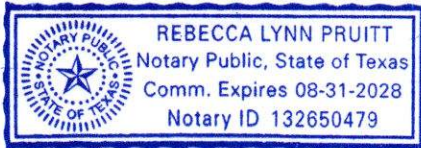
WILLIAMSON COUNTY, TEXAS

By: Valerie Covey
Valerie Covey
County Commissioner

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on March 18, 2025, by Valerie Covey County Commissioner of Williamson County, Texas, on behalf of said county.



Rebecca Lynn Pruitt
Notary Public, State of Texas