

AGREEMENT FOR ESCROW OF FUNDS FOR PARK BLVD

This **AGREEMENT FOR ESCROW OF FUNDS FOR PARK BLVD** (this “Agreement”) is entered on the ___ day of _____, 2024, to be effective as of the Effective Date (hereinafter defined) by and between **COLLIN COUNTY, TEXAS** (the “County”); **JAY JANECEK** (the “Owner”); and **PGP TITLE, INC.**, a Nevada corporation (the “Escrow Agent”). The County, the Owner and the Escrow Agent will each be individually referred to herein as a “Party” and be collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the County is in the process of improving and widening Park Blvd (the “Project”) in the vicinity of property owned by the Owner (the “Property”); and

WHEREAS, the Owner has requested the County to construct certain improvements in Park Blvd, consisting of a median cut as depicted on Exhibit 1 attached hereto (the “Improvements”); and

WHEREAS, the County is willing to construct the Improvements at Owner’s cost; and

WHEREAS, the Parties agree that the cost for the County to construct the Improvements will total no more than \$60,000 which Owner shall with the Escrow Agent; and

WHEREAS, Owner has also agreed to grant the County a right of entry on the property owned by it, for construction and grading activities for up to three years from Notice to Proceed of construction, in the area identified on Exhibit 2 attached hereto; and

WHEREAS, the Parties have determined and hereby represent that they are authorized and empowered to make, execute and deliver this Agreement; that the terms, conditions and provisions of this Agreement are mutually agreeable, fair and advantageous to the Parties; and that they desire to enter into this Agreement for the purpose of setting forth the specific terms and conditions upon which the Road Improvements will be funded and constructed.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, benefits and obligations contained herein, the Parties hereby contract, covenant and agree as follows:

ARTICLE I ESCROW AGREEMENT

1.1 Escrow of Funds. Within thirty (30) days of the Effective Date of this Agreement, the Owner shall deposit \$60,000.00 with the Escrow Agent (the “Escrow Fund”), which the Parties agree constitutes the cost of constructing the Improvements.

1.2 Release of Escrow Funds.

- a. Upon completion of construction of the Improvements, the County shall give notice to Owner and Escrow Agent that the construction of the Improvements is complete. Upon receipt of such notice, Escrow Agent shall release the Escrow Fund, via wire transfer, to the County to reimburse the County for the agreed costs for the Improvements.
- b. In the event the Project is cancelled for any reason or delayed more than three years and the County no longer anticipates construction of the Improvements, the County shall give notice to Owner and Escrow Agent that the construction of the Improvements is cancelled. Upon receipt of such notice, Escrow Agent shall release the Escrow Fund, via wire transfer, to Owner.

1.3 Escrow Agent. The County, the Owner and the Escrow Agent agree that the following provisions shall control with respect to the rights, duties, liabilities, privileges and immunities of the Escrow Agent:

(a) The Escrow Agent is not a party to, and is not bound by or charged with notice of, any other agreement out of which this Agreement may arise.

(b) The Escrow Agent is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of this Agreement or any part thereof, or for the identity or authority of any person executing or depositing it.

(c) In the event the Escrow Agent becomes involved in litigation in connection with this Agreement, the County and the Owner agree, to the extent allowed by law, to indemnify and hold the Escrow Agent harmless from all loss, cost and expenses including reasonable attorneys' fees, suffered or incurred by the Escrow Agent as a result thereof, provided that this provision shall not apply with respect to any suit or claim against the Escrow Agent arising out of the Escrow Agent's gross negligence or willful misconduct.

(d) The Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, certificate, receipt, authorization, agreement, power of attorney, or other instrument which is patently legitimate and which the Escrow Agent in good faith believes to be genuine and what it purports to be.

(e) In the event of any disagreement between any of the Parties, or between any of them and any other person resulting in adverse claims or demands being made in connection with the subject matter of this Agreement, or in the event that the Escrow Agent, in good faith, shall be in doubt as to what action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, the Escrow Agent shall not be or become liable in any way or to any person for its failure or refusal to act, and the Escrow Agent shall be entitled to continue so to refrain from acting until (i) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all differences shall have been adjusted and all doubt resolved by agreement among all of the interested persons,

and the Escrow Agent shall have been notified thereof in writing signed by all such persons. The rights of the Escrow Agent under this paragraph are cumulative of all other rights which it may have by law or otherwise.

1.5 Notice to Escrow Agent. All notices to the Escrow Agent pursuant to this Agreement shall be sent to the Escrow Agent at 9111 Cypress Waters Blvd., Suite 200, Coppell, Texas 75019.

ARTICLE II RIGHT OF ENTRY

2.1 Right of Entry. During the construction of the Project, Owner hereby grants the County the non-exclusive right to enter upon those portions of Owner's property identified in Exhibit 2 for the purpose of construction and grading. This right of entry shall terminate upon the County's notice to Owner that the construction of the Improvements is complete.

ARTICLE III TERM

3.1 Term. This Agreement shall automatically terminate without any further action or notice by any Party three (3) months after the County's notice to Owner that the construction of the Improvements is complete, provided that the County has received the full balance of the Escrow Fund.

ARTICLE IV MISCELLANEOUS

4.1 Assignability. This Agreement may not be assigned by any Party hereto without the written consent of the other Parties.

4.2 Amendments. This Agreement may be changed, amended, or modified only by written instrument executed by the Parties.

4.3 Notice. Any notice, request, demand, instruction or other communication required or permitted to be given to the County or the Owner under this Agreement shall be in writing and shall be either (i) personally delivered to the parties named below by a commercial messenger service regularly retaining receipts for such delivery; (ii) sent by registered or certified mail, return receipt requested, effective upon deposit; (iii) delivered by a reputable overnight courier service, effective upon delivery thereof to the carrier; or (iv) sent by electronic mail with confirmation of transmission, and shall be addressed to the parties as listed below:

To the County: Bridell Miers, PE, CFM
 Engineering Project Manager
 Collin County Engineering
 4690 Community Ave., Suite 200
 McKinney, TX 75071

bmiers@co.collin.tx.us

With a Copy to: Baxter W. Banowsky
Banowsky, P.C.
12801 N. Central Expy, Ste 1700
Dallas, TX 75243
bwb@banowsky.com

To Owner: Jay Janecek

Jay Janecek

To Escrow Agent: PGP Title, Inc.
9111 Cypress Waters, Suite 200
Coppell, Texas 75019
Attn: Shannon Kulbersh
Email: Shannon.Kulbersh@titlemail.com

4.4 Further Acts; Cooperation. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

4.5 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any owner-contractor, contractor-subcontractor, employer-employee, partnership, joint venture or other arrangement between or among any or all of the Parties hereto. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

4.6 Remedies. The Parties shall have all rights and remedies at law or in equity under this Agreement for a breach or default under this Agreement.

4.7 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and this Agreement can be amended only by written agreement signed by all of the Parties hereto.

4.8 Attorneys' Fees. In the event any Party to this Agreement should bring suit against another Party in respect of any matters provided for herein, the prevailing Party shall be entitled to recover from such other Party its costs of court, legal expenses and reasonable attorneys' fees in connection with such suit.

4.9 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement.

4.10 Applicable Law. The construction and validity of this Agreement shall be governed by the laws of the State of Texas. Venue for any legal action brought hereunder shall lie in Collin County, Texas.

4.11 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

4.12 Force Majeure. If any Party is unable to perform an obligation under this Agreement (other than monetary obligations) by reason of Force Majeure, then the obligation of such Party, as appropriate, shall be extended or postponed for the period of the actual delay caused by such Force Majeure. The phrase "Force Majeure" shall mean the inability to perform a duty or an obligation due to causes or occurrences which are outside of the control of the Party whose obligation is postponed and could not be avoided by the exercise of due care on the part of such Party, such as acts of God, pandemics, fires, floods, labor disputes or strikes.

4.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

4.14 Governmental Powers; Waivers of Immunity. By execution of this Agreement, the County does not waive or surrender any of its governmental powers, immunities, or rights. The Parties specifically agree that this Agreement does constitute a contract for goods or services under Chapter 271 of the Texas Local Government Code. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto. Nothing in this Agreement is intended to delegate or impair the performance by the County of its governmental functions.

4.15 Effective Date. The Effective Date of this Agreement shall be the date signed by the last Party whose signature makes this Agreement fully executed.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been duly executed to be effective as of the Effective Date.

THE COUNTY:

COLLIN COUNTY, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

OWNER:

Jay Janecek

Jay Janecek

Date: 11-20-24

ESCROW AGENT:

PGP TITLE, INC.
a Nevada Corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "1"

The Improvements

EXHIBIT “2”

The Right of Entry Area