

**NOTICE OF SPECIAL CALLED JOINT PUBLIC SESSION AND MEETING
OF THE
WILLIAMSON COUNTY COMMISSIONERS COURT
AND THE CITY OF TAYLOR CITY COUNCIL**

-
September 8, 2021
5:00 P.M.

Public Meeting Place:

Taylor ISD Event Center
3101 N Main Street
Taylor, Texas

WILLIAMSON COUNTY COMMISSIONERS COURT

Bill Gravell, Jr., County Judge

Terry Cook, Commissioner Precinct 1
Cynthia Long, Commissioner Precinct 2

Valerie Covey, Commissioner Precinct 3
Russ Boles, Commissioner Precinct 4

CITY OF TAYLOR CITY COUNCIL

Gerald Anderson, District 1, Mayor Pro-Tem
Mitchell Drummond, District 2
Brandt Rydell, District 3, Mayor

Robert Garcia, District 4
Dwayne Ariola, At Large

The Commissioners Court of Williamson County, Texas and the City of Taylor City Council will meet in a Joint Special Called Public Session and Meeting at the above-referenced Public Meeting Place on the Date and Time set out above. At such meeting, the members of the Williamson County Commissioners Court and the City of Taylor City Council may deliberate, discuss, consider, receive information, and/or take action upon the matters referenced in this Notice of Public Meeting in accordance with Chapter 551, Texas Government Code.

AGENDA

Williamson County – Call to Order, Quorum Determined, and Meeting Declared Open.

City of Taylor – Call to Order, Quorum Determined, and Meeting Declared Open.

1. **Williamson County** – Discuss, consider and take appropriate action on approval of holding a Special Session of the Williamson County Commissioners Court jointly with the City of Taylor City Council, at the **Taylor ISD Event Center**, 3101 N Main Street, **Taylor, Texas**, on this **8th** day of **September, 2021** in order to discuss, consider, receive information, and/or take action upon the matters referenced in this Notice.
2. **City of Taylor** – Discuss, consider and take appropriate action on approval of holding a Special Session of the City of Taylor City Council jointly with the Williamson County Commissioners Court, at the **Taylor ISD Event Center**, 3101 N Main Street, **Taylor, Texas**, on this **8th** day of **September, 2021** in order to discuss, consider, receive information, and/or take action upon the matters referenced in this Notice.

Williamson County – Welcome and Introductions

City of Taylor – Welcome and Introductions

Remarks by Samsung Austin Semiconductor, LLC and Taylor Independent School District

3. **Williamson County** – Discuss, consider and take appropriate action on a resolution to support Samsung Austin Semiconductor, LLC's selection of Williamson County as the location of its semiconductor plant; on a Chapter 381 Economic and Development Program Agreement and Development Agreement with Samsung Austin Semiconductor, LLC; and to authorize the County Judge to execute such resolution and agreements.
4. **City of Taylor** – Discuss, consider and take appropriate action on a resolution to support Samsung Austin Semiconductor, LLC's selection of City of Taylor, Williamson County as the location of its semiconductor plant; Authorizing the Mayor to execute a Tax Abatement Agreement, a Development Agreement, a Development Review Services Reimbursement Agreement and a Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Incentive Agreement, with Samsung Austin Semiconductor, LLC, and to take the necessary actions related thereto.
5. **Williamson County Public Comment Period.** The Public Comment Period for Williamson County allows members of the public to comment on matters pertaining to or affecting Williamson County, Texas, but that do not appear as an Agenda Item in this Notice. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to comment during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during this Public

Comment Period. Please note that the members of the governing body may not comment at the meeting about matters that are not listed as an Agenda Item in this Notice

- 6. Taylor Citizen Communication.** The Taylor City Council welcomes public comments on items not listed on the agenda. However, the Council cannot respond until the item is posted on a future meeting agenda. Public comments are limited to three (3) minutes.

Adjournments

Executive Session. *The Commissioners Court for Williamson County and/or the City of Taylor City Council reserve the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act, Texas Government Code Chapter 551 (Texas Open Meetings Act), to include but not be limited to Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), and 551.087 (Deliberation Regarding Economic Development Negotiations). Any final action, decision, or vote on a matter deliberated in closed executive session shall be made in an open meeting pursuant to the Texas Open Meetings Act.*

Public Testimony. Pursuant to Section 551.007, Texas Government Code, members of the public may address the Commissioners Court and/or the City Council regarding an Agenda Item listed in this Notice in accordance with each entity's rules of procedure, conduct, and decorum.

Certificates

I certify that this Notice of Special Called Joint Public Session and Meeting of Williamson County Commissioners Court and City of Taylor City Council was posted at www.wilco.org, in the locked box located on the south side of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, and at the entrance of the Taylor ISD Event Center, 3101 N Main Street **Taylor, Texas, each** being places readily accessible to the general public at all times, on the 3rd day of September, 2021 at 4:30 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Bill Gravell, Jr.
Williamson County Judge

I certify that this Notice of Special Called Joint Public Session and Meeting of Williamson County Commissioners Court and the City of Taylor City Council in the City of Taylor City Hall Lobby and at the entrance of the Taylor ISD Event Center, 3101 N Main Street **Taylor, Texas, each** being places readily accessible to the general public at all times, on the 3rd day of September, 2021 at 4:30 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Dianna Barker
City Clerk, City of Taylor

The Taylor ISD Event Center is located at 3101 N. Main Street, Taylor, Texas. The Event Center is wheelchair, parking, and restroom accessible and can accommodate 100-150 participants.

Individuals with disabilities, who would like to attend this event, please contact Vicki Roth or Dellean Hartmann at (512) 365-1391 regarding any special accommodation needs. It is requested that individuals requiring auxiliary aids such as sign language interpreters and alternative format materials notify the event sponsor at least five working days in advance. Every effort will be made to provide reasonable accommodations in an effective and timely manner.

Commissioners Court - Special Session

3.

Meeting Date: 09/08/2021

1

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Consent

Agenda Item

Williamson County – Discuss, consider and take appropriate action on a resolution to support Samsung Austin Semiconductor, LLC’s selection of Williamson County as the location of its semiconductor plant; on a Chapter 381 Economic and Development Program Agreement and Development Agreement with Samsung Austin Semiconductor, LLC; and to authorize the County Judge to execute such resolution and agreements.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Resolution

381

Agreement

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 09/03/2021

Reviewed By

Becky Pruitt

Date

09/03/2021 03:59 PM

Started On: 09/03/2021 03:56 PM

State of Texas
County of Williamson
Know all men by these present

THAT ON THIS, the 8th day of September, 2021, the Commissioners Court of Williamson County, Texas, met in a duly called session at the Taylor ISD Event Center, 3101 N Main Street, Taylor, Williamson County, Texas with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner, Precinct One
Cynthia Long, Commissioner, Precinct Two
Valerie Covey, Commissioner, Precinct Three
Russ Boles, Commissioner, Precinct Four

And at said meeting, among other business, the Court considered the following:

RESOLUTION

WHEREAS, it is a matter of national security that the manufacturing of semiconductors be located in the United States in order to decrease the dependency on foreign supply chains for semiconductors, which are integral to daily life and development; and

WHEREAS, there is a global shortage of semiconductors, which are used in the devices and technology we use every day – they are the brains that power all our electronics, make our commutes safer and smarter, and impact our daily lives in countless other ways; and

WHEREAS, the construction of a semiconductor manufacturing facility in Taylor, Texas, would protect and secure the educational future for the children of Taylor Independent School District for generations to come; and

WHEREAS, Samsung Austin Semiconductor, LLC is willing to produce the most advanced technology in the semiconductor industry in Williamson County, Texas; and

WHEREAS, Samsung Austin Semiconductor, LLC plans to invest \$17 billion in 6 million square feet of facilities adding \$135 million in ad valorem taxes to Williamson County over a 30-year period; and

WHEREAS, Samsung Austin Semiconductor, LLC is projected to create 1,800 direct jobs and 6,500-10,000 good-paying direct construction jobs; and

WHEREAS, Samsung Austin Semiconductor, LLC will bring with it additional economic development opportunities to the County, including the opportunity for county-wide groundwater through another international company, EPCOR Utilities; and

WHEREAS, Section 381.004 of the Texas Local Government Code provides that a Texas county may establish an economic development program to stimulate business and commercial activity in the county; and

WHEREAS, the County has determined that these above recitations meet the goals set forth in Section 381.004 of the Texas Local Government Code regarding the establishment of a program.

Therefore, be it resolved, the Williamson County Commissioners Court supports Samsung Austin Semiconductor, LLC's selection of Williamson County, Texas, as the location of its semiconductor plant, and the security, resources, and opportunities it will bring to our nation, our children and our county, and further authorizes the Williamson County Judge to execute, pursuant to Section 381.004 of the Texas Local Government Code, an Economic and Development Program Agreement and Development Agreement with Samsung Austin Semiconductor, LLC.

RESOLVED THIS 8th DAY OF SEPTEMBER, 2021.

Bill Gravell, Jr.

Williamson County Judge

WILLIAMSON COUNTY AND SAMSUNG AUSTIN SEMICONDUCTOR, LLC

**CHAPTER 381 ECONOMIC DEVELOPMENT
PROGRAM AND AGREEMENT**

This **CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT** (this "**Agreement**") is made and entered into by and between **WILLIAMSON COUNTY** (hereinafter referred to as "**County**"), a Texas political subdivision, and **SAMSUNG AUSTIN SEMICONDUCTOR, LLC** (hereinafter referred to as "**Company**"), as of the ___ day of _____, 2021 (the "**Effective Date**") for the purposes and considerations stated below:

WHEREAS, the Company desires to invest approximately \$17 billion dollars in land, buildings, equipment and other personal business property in Williamson County, Texas over the term of this Agreement; and

WHEREAS, the Company desires to enter into this Agreement pursuant to Chapter 381 of the Texas Local Government Code (hereinafter referred to as "**Chapter 381**"); and

WHEREAS, the County desires to provide, pursuant to Chapter 381, an incentive to Company to locate in Williamson County, Texas, and

WHEREAS, the County has the authority under Chapter 381 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the County; and

WHEREAS, the County determines that the grants as specified herein to Company will serve the public purpose of promoting local economic development and enhancing business and commercial activity within the County; and

WHEREAS, the Company intends to acquire a portion of the land in Taylor, Texas that is described on the attached **Exhibit "A"**, attached hereto (the "**Land**"), to construct thereon buildings and other improvements (the "**Facilities**"), and to install or locate on the Land or in the Facilities furniture, fixtures, equipment and other personal property (collectively the "**Personal Property**") (the Facilities, the Land and the Personal Property are collectively referred to herein as the "**Property**"); and

WHEREAS, the Company intends to create up to 1,800 Full-Time Equivalent Jobs (as defined below) during the Term (as defined below) which will encourage increased economic development in the County, provide significant increases in the County's tax revenues, and improve the County's ability to provide for the health, safety and welfare of its citizens (the "**Purpose**") (the Property, the Full-Time Equivalent Jobs and the Purpose are collectively referred to herein as the "**Project**"); and

WHEREAS, the County has concluded and hereby finds that this Agreement clearly promotes economic development in the County and, as such, meets the requisites under Chapter 381 of the Texas Local Government Code and further, is in the best interests of the County.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. TERM.

The “**Term**” of this Agreement shall be ten (10) full tax years commencing on the earlier of (a) January 1, 2023 or (b) first full tax year following the Company’s obtaining a Certificate of Occupancy from the City of Taylor, Texas for a minimum of 6,000,000 square feet of Facilities on the Land (such earlier date being the “**Commencement Date**”); provided, however, that Company may, at its sole discretion and sole option, elect to delay the Commencement Date by up to one (1) year by delivering a notice to the County stating such desire (a “**Notice of Commencement Change**”), and in such case, the Commencement Date shall be the date identified in the Notice of Commencement Change. A second ten (10) year extension of the Term shall be granted if the Company meets certain conditions specified herein.

SECTION 2. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

(a) Ad Valorem Taxes. The words “**Ad Valorem Taxes**” shall mean all those real and business personal property ad valorem taxes which are required to be paid to the County based on the assessed value of the Property. Ad Valorem Taxes include those taxes paid into the County Operation and Maintenance Fund and the County Debt Fund, but specifically excludes the payment into the County Road and Bridge Fund.

(b) Agreement. The word “**Agreement**” means this Chapter 381 Economic Development Program and Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.

(c) Company. The word “**Company**” means Samsung Austin Semiconductor, LLC. For the purposes of this Agreement, including the address for sending notice, Company’s address is 12100 Samsung Blvd., Austin Texas 78754.

(d) County. The word “**County**” means Williamson County, Texas. For purposes of this Agreement, including the address for sending notice, County’s address is 710 Main Street, Suite 101, Georgetown, TX 78626.

(e) Full-Time Equivalent Job. The words “**Full-Time Equivalent Job**” mean a job filled by an individual who must work for a period of not less than forty (40) hours per week or if less than forty (40) hours a week, the number of hours per week that the Company represents to be in accordance with its designated full-time employment policy as of the reporting year.

(f) Grant. The word “**Grant**” means a payment to Company under the terms of this Agreement computed with reference to the Ad Valorem Taxes paid to the County by the Company for the Property, and payable from the County’s Operation and Maintenance Fund and County Debt Fund in the amount set forth in Section 4 below.

(g) Grant Submittal Package. The words “**Grant Submittal Package**” mean the documentation required to be supplied to County as further described in Section 3 below as a condition of receipt of any Grant.

(h) Land. The word “**Land**” shall mean the real property as described in **Exhibit “A”**.

(i) Program. The word “**Program**” refers to the adoption of this Economic Development Program as called for in Section 381.004 of the Texas Local Government Code.

(j) Project. The word “**Project**” shall have the meaning described in the Recitals above.

(k) Property. The word “**Property**” means all of that real property and improvements, and personal property described in the Recitals of this Agreement.

(l) Purpose. The word “**Purpose**” shall have the meaning described in the Recitals above.

(m) Term. The word “**Term**” means the term of this Agreement set forth in Section 1 above.

(n) WCAD. The term “**WCAD**” refers to the Williamson County Central Appraisal District.

SECTION 3. OBLIGATIONS OF COMPANY.

During the Term, Company shall comply with the following terms and conditions:

(a) In consideration of the County entering into this Agreement, Company will construct a minimum of 6,000,000 square feet of Facilities on the Land and obtain a Certificate of Occupancy (“**CO**”) for this square footage from the City of Taylor, Texas by January 31, 2026, subject to Force Majeure and/or the actions or omissions of the County. Company will construct the Project in phases as follows:

By December 31, 2023 - Company will obtain a CO for a minimum of 2,500,000 square feet of Facility;

By December 31, 2024 - Company will obtain a CO for a minimum of an additional 800,000 square feet of Facility, totaling 3,300,000 square feet of Facility;

By December 31, 2025 - Company will obtain a CO for a minimum of an additional 2,000,000 square feet of Facility, totaling 5,300,000 square feet of Facility;

By January 31, 2026 - Company will obtain a CO for a minimum of an additional 700,000 square feet of Facility, totaling 6 million square feet of Facility;

(b) In the event the Company fails to obtain a Certificate of Occupancy for a minimum square footage of Facilities as described above, subject to Force Majeure and/or the actions or omissions of the County, or if Company discontinues the operation of the Facilities for any reason for more than 180 consecutive days (and in the event of a major equipment repair or retooling the County and the Company shall work to mutually agree to the allowable period of nonoperation), then the County may terminate this Agreement after provision of written notice to Company pursuant to the notice provisions in this Agreement and the Company’s failure to cure within the applicable cure period.

(c) The Company agrees to create a total of 1,800 Full-Time Equivalent Jobs, which shall include the initial Full-Time Equivalent Jobs, as follows:

(1) Company shall create an initial 300 Full-Time Equivalent Jobs by the second anniversary of the commencement of the Term.

(2) Company shall create an additional 600 Full-Time Equivalent Jobs by the fifth anniversary of the commencement of the Term for a cumulative total of 900 Full-Time Equivalent Jobs;

(3) Company shall create an additional 900 Full-Time Equivalent Jobs by the seventh anniversary of the commencement of the Term for a cumulative total of 1,800 Full-Time Equivalent Jobs;

Failure of Company to provide the required number of Full-Time Equivalent Jobs at any applicable anniversary of the commencement of the Term shall not be considered an Event of Default unless the number of Full-Time Equivalent Jobs actually provided is less than 70% of the required number. If the actual number of Full-Time Equivalent Jobs is at least 70% of the required number, the percentage of the applicable Grant will be reduced by the same percentage that the actual number of Full-Time Equivalent Jobs bears to the required number of Full-Time Equivalent Jobs.

(d) If the Company has not satisfied the requirements and conditions described in paragraphs (a), (b), and (c) above at the end of any year during the Term, Company shall have an automatic cure period of ninety (90) days after the end of the applicable year to correct such deficiency, but County shall not have any obligation to give Company written notice or notice otherwise concerning any such deficiency.

(e) Commencing on the 1st day of March that occurs after the first full year of the Term, and on or before the 1st day of March of each subsequent calendar year during the Term, Company agrees to submit a Grant Submittal Package to County as follows:

- (i) Evidence reasonably acceptable to County that Company has paid by January 31st all Ad Valorem Taxes due for the previous tax year.
- (ii) If Company was required to create Full-Time Equivalent Jobs in the previous year pursuant to this Agreement, the Company shall provide to County an affidavit stating the total number of Full-Time Equivalent Jobs which are filled by the Company as of December 31 of the previous year before the date of the submittal of the Grant Submittal Package.
- (iii) Unless otherwise agreed by County and Company, each Grant Submittal Package shall be in a form as reasonably approved by the County and delivered to Company upon execution of this Agreement. If Company fails to timely submit a Grant Submittal Package for a particular year, then County shall give Company written notice of Company's failure to timely submit such Grant Submittal Package, and Company shall have thirty (30) calendar days calculated from the date on which such written notice is given in which to submit such Grant Submittal Package.

(f) Company agrees to cooperate with the City of Taylor and the Taylor ISD to hire a minimum of 24 teenagers as interns after the second year of operation during the Term.

SECTION 4. OBLIGATIONS OF COUNTY.

During the Term and so long as an Event of Default has not occurred and is continuing as set forth in this Agreement (provided, however, an Event of Default hereunder shall not be deemed to have occurred until after the expiration of the applicable notice and cure periods as set forth herein), County will comply with the following terms and conditions:

(a) For each tax year during the Term and beginning in the first tax year of the Term, a Grant in an amount equal to 90% of the Ad Valorem Taxes paid by the Company on the Property shall be reimbursed by County to Company on an annual basis upon Company's satisfaction of the requirements of this Agreement. County agrees to process any Grant to be paid to Company within sixty (60) days after the date of approval by County of the Grant Submittal Package.

(b) A ten (10) year extension of the Term will be granted to the Company after the expiration of the first ten (10) years of the Term if the Company has complied with the terms and conditions of this Agreement and obtained a Certificate of Occupation for six (6) million square feet or more of Facilities on the Land. The Grant for the second ten (10) years of the Term will be in an amount equal to 85% of the Ad Valorem Taxes paid by the Company on the Property on an annual basis upon Company's continuing compliance with the applicable conditions stated in this Agreement.

(c) The above-described Grant shall be paid throughout the Term so long as Company complies with the terms and condition of this Agreement. Upon final payment of the Grant, this Agreement shall terminate, and neither County nor Company shall have any further obligations hereunder. All future Ad Valorem Taxes thereafter required to be paid by Company to County shall be retained in full by County, as such may be determined subject to any of Company's rights to challenge or reduce such Ad Valorem Taxes as may exist at such time, or from time to time thereafter.

(d) Company agrees that it is the sole obligation of Company to present satisfactory evidence to County that all due and owing Ad Valorem Taxes have actually been paid to County. If for any reason, the County is unable to verify that the Ad Valorem Taxes were paid to County, County is under no obligation to tender the Grant to Company. County's determination as to the payment of the Grant to Company is final, but shall not be unreasonable.

(e) If Company files a Notice of Protest regarding Ad Valorem Taxation valuations with WCAD, County reserves the option of withholding Grant payments until the protested matters are resolved.

(f) County, acting through its County Judge or his designee, agrees to act as a county-wide liaison with other governmental entities and public utilities, through the construction phase of the Project and thereafter.

SECTION 5. EVENTS OF DEFAULT; TERMINATION WITH DEFAULT

Each of the following shall constitute an event of default under this Agreement ("**Event of Default**"):

(a) Failure to locate the Facilities on the Property based on the terms and conditions as provided in this Agreement or to provide the required number of Full-Time Equivalent Jobs according to the requirements of this Agreement. County shall notify Company in writing of such Event of Default. Company shall have ninety (90) days after receipt of such notice to cure the Event of Default, and failure to do so may result in the termination of this

Agreement by County sending written notice thereof to Company that County's and Company's obligations hereunder shall end mutually as of the date of such notice (unless otherwise set forth herein).

(b) The dissolution or termination of Company's existence as an active business or concern, Company's insolvency, appointment of receiver for any part of Company's assets, any assignment of all or substantially all of the assets of Company for the benefit of creditors of Company, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company unless, in the case of involuntary proceedings, such proceedings are discharged within sixty (60) days after filing.

(c) The failure of Company to pay Ad Valorem Taxes required to be paid to County.

(d) The failure of County to pay all or any portion of a Grant to Company when due and owing under the terms of the Agreement. Company shall notify County in writing of such Event of Default. County shall have thirty (30) days after receipt of such notice to cure the Event of Default and failure to do so may result in the termination of this Agreement by Company sending written notice thereof to County that Company's and County's obligations hereunder shall end mutually as of the date of such notice (unless otherwise set forth herein); provided, however that Company may pursue such remedies available to it by law or equity, including, specific performance.

(e) If Company shall fail to perform any obligation that does not have an express cure period under this Agreement, then Company shall have thirty (30) days after receipt of the notice of default from County to cure the Event of Default, and failure to do so may result in the termination of this Agreement by County sending written notice thereof to Company that County's and Company's obligations hereunder shall end mutually as of the date of such notice (unless otherwise set forth herein). In the event the default cannot be cured in the time allotted in this Agreement the County may extend the cure period on good cause shown and diligent pursuit of a remediation plan by Company.

SECTION 6. TERMINATION OF AGREEMENT BY COUNTY WITHOUT DEFAULT.

County may terminate this Agreement without an Event of Default, effective immediately, if any state or federal statute, regulation, case law, or other law renders this Agreement illegal, including any case law holding that Chapter 381 Economic Development Agreement grants, such as the Grant included in this Agreement, are deemed to be unconstitutional debt.

SECTION 7. GRANT RECAPTURE.

In the event of an Event of Default by Company which is not cured within the time periods set forth in Section 5 or in the otherwise additional time allowed by County as Company's total cure period, and upon termination by County of this Agreement as set forth above, County may recapture and collect from Company the amount(s) of Grants already paid by County to Company for three (3) years directly preceding the date of the notice of default. Company shall pay to County the foregoing amount(s) within thirty (30) days after the County makes written demand for same. No further Grants shall then be payable to Company and this Agreement shall be of no further force or effect.

In addition to other available remedies under law and equity, the County shall have all remedies for the collection of the amount(s) of the three (3) years of Grants as provided generally in the Texas Tax Code for the collection of delinquent Ad Valorem Taxes other than penalties and interest.

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Williamson County, Texas.

(c) **Assignment.** Company understands and agrees that the County expressly prohibits Company from selling, transferring, assigning or conveying in any way any rights to receive the Grant without the County's prior written consent; provided however, that Company may collaterally assign this Agreement to a lender or investor financing the Facilities with 30 days' advance written notice to County.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. County warrants and represents that the individual executing this Agreement on behalf of County has full authority to execute this Agreement and bind County to the same. Company warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(e) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(f) **Execution of Agreement.** The Commissioners Court shall authorize the County Judge to execute this Agreement on behalf of County.

(g) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, pandemic, acts of God, inclement weather, fire or other casualty, or court injunction or other event outside of the reasonable control of the affected party ("Force Majeure"), the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

(h) **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown above in Section 2. Any party may change its address for notices under this Agreement by giving formal written notice to the

other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

(i) Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

(j) Sovereign Immunity. Except as such waiver may otherwise be specifically provided for to the contrary under Texas statutes or controlling case law, no party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

(Signatures on the following pages)

COMPANY:

**SAMSUNG AUSTIN SEMICONDUCTOR,
LLC**

By: _____

Name: _____

Title: _____

Date: _____

COUNTY:

COUNTY OF WILLIAMSON, TEXAS

By: _____

Bill Gravell, Jr., County Judge

Attest:

By: _____

Nancy Rister, County Clerk

EXHIBIT "A"
Description of Land

Approximately 1,187.5 acres, generally located Southwest of downtown Taylor, Texas, in an area South of State Highway 79, North of County Road 1660, East of County Road 3349, and West of Farm to Market Road 973 in the extraterritorial jurisdiction of the City of Taylor, including the properties listed below by Williamson Central Appraisal District Property Identification Number:

Property ID	WCAD Legal Description
R019409	AW0800 LEE, T.B. SUR., ACRES 12.400
R019700	AW0631 TYLER, B.J. SUR., ACRES 17.000
R020073	AW0631 TYLER, B.J. SUR., ACRES 2.000
R019412	AW0800 LEE, T.B. SUR., ACRES 8.000
R019701	AW0631 TYLER, B.J. SUR., ACRES 10.000
R020074	AW0631 TYLER, B.J. SUR., ACRES 2.000
R019411	AW0800 - LEE, T.B. SUR., ACRES 158.185
R020004	AW0800 - LEE, T.B. SUR., ACRES 1.5
R430327	AW0484 - NOBLES, W. SUR., ACRES 5
R019702	AW0632 - TYLER, L.A. SUR., ACRES 94.76
R020075	AW0632 TYLER, L.A. SUR., ACRES .50
R019408	AW0800 LEE, T.B. SUR., ACRES 62.0
R019261	AW0318 H.T. & B.R.R. CO. SUR., ACRES 83.33
R019977	AW0318 H.T. & B.R.R. CO. SUR., ACRES 1.0
R019262	AW0318 H.T. & B.R.R. CO. SUR., ACRES 70.3855
R092013	AW0318 H.T. & B.R.R. CO. SUR., ACRES 1.0
R019706	AW0636 TYLER, G.W. SUR., ACRES 95.750
R020076	AW0636 TYLER, G.W. SUR., ACRES 1.000
R019209	AW0923 EBBERLY, J. SUR., ACRES 59.0
R019237	AW0315 H.T. & B.R.R. CO. SUR., ACRES 79.49
R594305	AW0315 - H.T. & B.R.R. CO. SUR., 5.30 ACRES
R019965	AW0315 - H.T. & B.R.R. CO. SUR., 2 ACRES
R019230	AW0315 - H.T. & B.R.R. CO. SUR., ACRES 142.7, [MH R574023]
R019703	AW0634 TYLER, G.N. SUR., ACRES 92.0
R019705	AW0634 TYLER, G.N. SUR., ACRES .879
R577898	AW0315 AWO315 - H.T. & B.R.R. CO. SUR., ACRES 0.86
R019264	AW0318 H.T. & B.R.R. CO. SUR., ACRES 35.85
R019263	AW0318 H.T. & B.R.R. CO. SUR., ACRES 7.470
R107030	AW0318 H.T. & B.R.R. CO. SUR., ACRES 21.63
R019259	AW0318 H.T. & B.R.R. CO. SUR., ACRES 18.779
R333621	AW0318 H.T. & B.R.R. CO. SUR., ACRES 10.155
R337975	AW0318 - H.T. & B.R.R. CO. SUR., ACRES 1
R019267	AW0318 - H.T. & B.R.R. CO. SUR.

EXHIBIT "A"
Description of Land

Property ID	WCAD Legal Description
R019260	AW0318 H.T. & B.R.R. CO. SUR., ACRES 29.88
R019269	AW0318 H.T. & B.R.R. CO. SUR., ACRES 23.7

EXHIBIT "A"
Description of Land

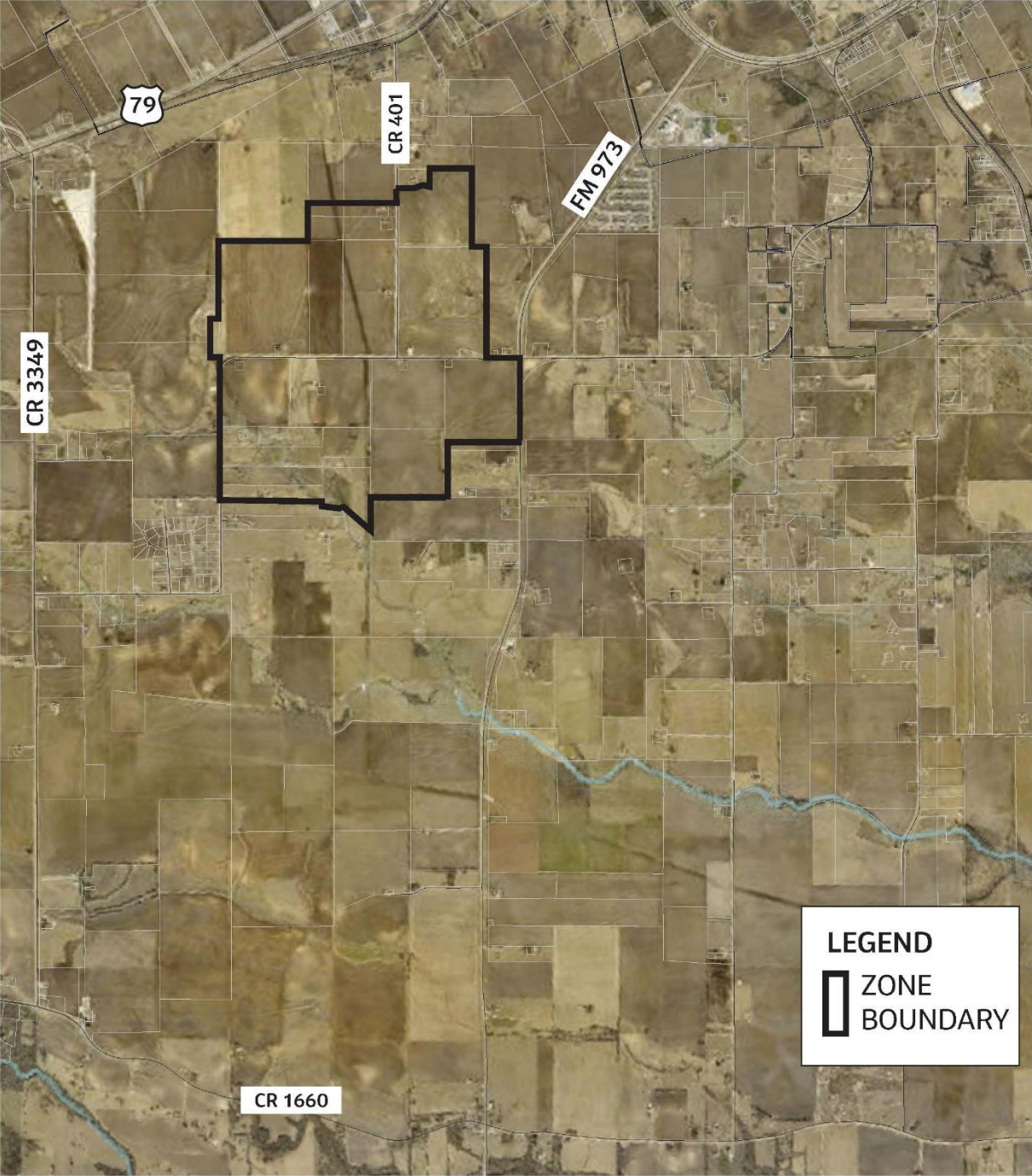
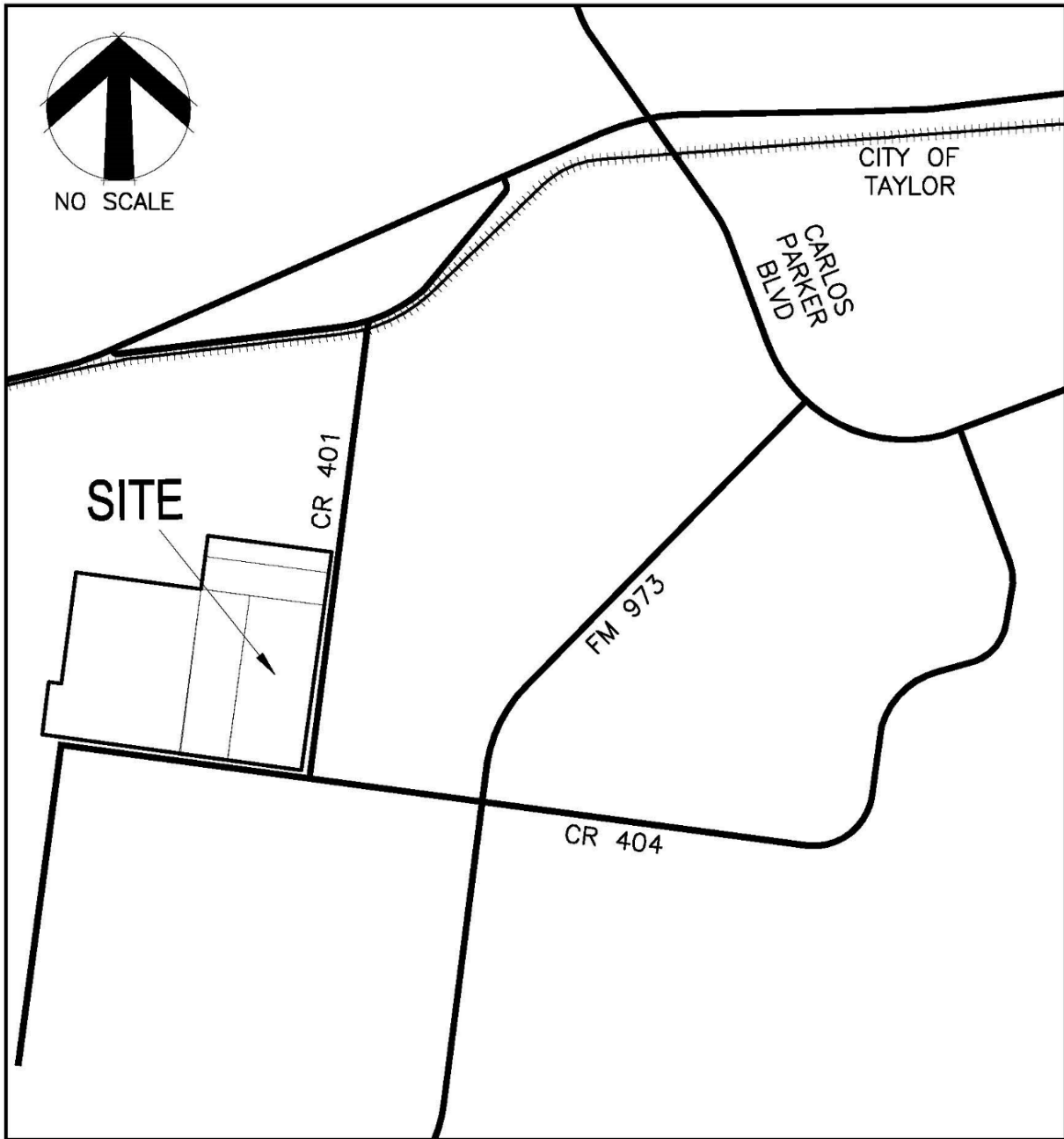


EXHIBIT "A"
Description of Land

PARCEL 1
(Northwestern Area)

VICINITY MAP



VICINITY MAP

N.T.S. 19

EXHIBIT "A"
Description of Land

PARCEL 1
(Northwestern Area)

LEGAL DESCRIPTION

A 372.76 acres (16,237,212 square feet), tract of land, lying within the Lucius A. Tyler Survey, Abstract 632, the Thomas B. Lee Survey, Abstract 800, the Watkins Nobles Survey, Abstract 484 and the Benjamin J. Tyler Survey, Abstract 631, Williamson County, Texas, and being all of a called 95.260 acre tract, conveyed to Brandon Roznovak and wife, Abby Roznovak in Document No. 2014074516, Official Public Records of Williamson County, Texas, all of the remainder of a called 62 acre tract, conveyed to Larry Gene Hamann in Document No. 2006104445, Official Public Records of Williamson County, Texas, all of a called 164.685 acre tract, conveyed to The Eugene R. and Judy A. Kanak Living Trust in Document No. 2015101314, Official Public Records of Williamson County, Texas and all of a called 51.4 acre tract, conveyed to Harvey Bill Hehman and described in Volume 366, Page 282, Deed Records of Williamson County, Texas, described as follows:

BEGINNING at a 1/2" iron rod with "BRYAN TECH" cap found for the southeastern corner of said 95.260 acre tract also being the point of intersection of the northern right of way line of County Road 404 with the western right of way line of County Road 401, for the **POINT OF BEGINNING** and the southeastern corner of the herein described tract;

THENCE, with the southern line of said 95.260 acre tract and also being the northern right-of-way line of County Road 404, N 82° 10' 39" W, a distance of 1359.65 feet to a 1/2" iron rod found for the southwestern corner of said 95.260 acre tract and also being the southeastern corner of said remainder of 62 acre tract;

THENCE, with the southern line of said remainder of 62 acre tract and also being the northern right-of-way line of County Road 404, N 82° 09' 52" W, a distance of 871.92 feet to a 1/2" iron rod found for the southwestern corner of said remainder of 62 acre tract and also being the southeastern corner of said 164.685 acre tract;

THENCE, with the southern line of said 164.685 acre tract and also being the northern right-of-way line of County Road 404, N 82° 01' 09" W, a distance of 2546.24 feet to a 1/2" iron rod with plastic cap found for the southwestern corner of said 164.685 acre tract and also being an ell corner of a called 194.559 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058746, Official Public Records of Williamson County, Texas, for the southwestern corner of the herein described tract;

THENCE, with the western line of said 164.685 acre tract, being the eastern line of said 194.559 acre tract, the eastern line of a called 183.84 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058736, Official Public Records of Williamson County, Texas and also being the eastern line of a called 183.94 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058735, Official Public Records of Williamson County, the following three (3) courses and distances;

1. N 07° 20' 22" E, a distance of 963.95 feet to a found post for an ell corner of said 164.685 acre tract and also being an ell corner of said 183.84 acre tract;
2. S 82° 39' 33" E, a distance of 232.48 feet to a 1/2" iron rod with Sam Surveying cap found for an ell corner of said 164.685 acre tract and also being an ell corner of said 183.84 acre tract;
3. N 07° 36' 06" E, a distance of 2035.60 feet to a 1/2" iron rod found for the northwestern corner of said 164.685 acre tract and also being the southwestern corner of a called 305.22 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 2005011334, Official Public Records of Williamson County, Texas, for the most western northwestern corner of the herein described tract;

EXHIBIT "A"
Description of Land

THENCE, with the northern line of said 164.685 acre tract and also being the southern line of said 305.22 acre tract, S 82° 27' 21" E, a distance of 2297.84 feet to a 1/2" iron rod found for the northeastern corner of said 164.685 acre tract, the northwestern corner of said remainder of 62 acre tract and also being the southwestern corner of said 51.4 acre tract;

THENCE, with the western line of said 51.4 acre tract and also being the eastern line of said 305.22 acre tract, N 07° 13' 32" E, a distance of 978.27 feet to a Post found for the northwestern corner of said 51.4 acre tract and also being the southwestern corner of a called 79.74 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 200501133, Official Public Records of Williamson County, Texas;

THENCE, with the northern line of said 51.4 acre tract and also being the southern line of said 79.74 acre tract,
S 82° 46' 28" E, a distance of 2283.33 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northeastern corner of said 51.4 acre tract, the southeastern corner of said 79.74 acre tract and also being on the western right of way line of County Road 401, for the northeastern corner of the herein described tract;

THENCE, with the eastern line of said 51.4 acre tract and also being the western right of way line of County Road 401,
S 07° 34' 17" W, a distance of 990.46 feet to a 6" Wood Post found for the southeastern corner of said 51.4 acre tract and also being the northeastern corner of said 95.260 acre tract;

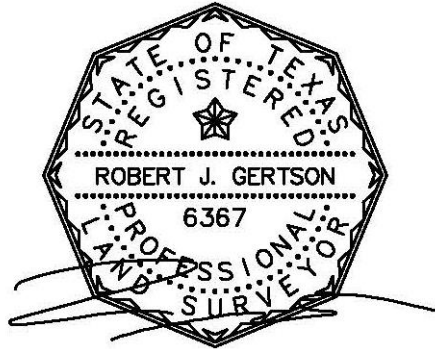
THENCE, with the eastern line of said 95.260 acre tract and also being the western right of way line of County Road 401,
S 08° 05' 03" W, a distance of 3031.44 feet to the **POINT OF BEGINNING**.

Containing 372.76 acres or 16,237,212 square feet, more or less.

BEARING BASIS NOTE

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83 (2011 adjustment), Central Zone (4203). The Grid to Surface combined scale factor is 1.000120.

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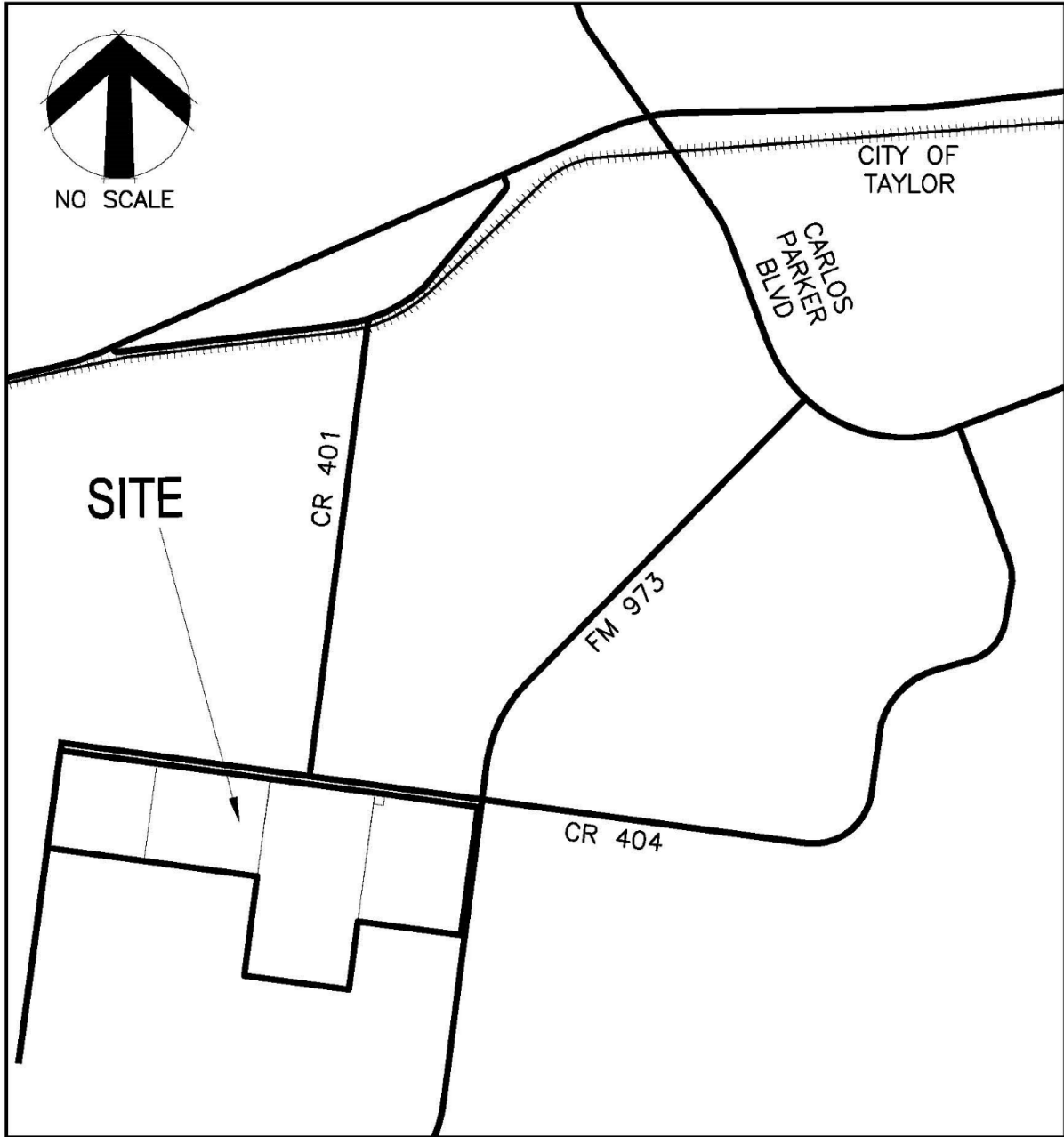


08/24/2021

EXHIBIT "A"
Description of Land

PARCEL 2
(South Central Area)

VICINITY MAP



VICINITY MAP

N.T.S. 19

EXHIBIT "A"
Description of Land

PARCEL 2
(South Central Area)

LEGAL DESCRIPTION

A 415.04 acre (18,078,944 square feet), tract of land, lying within the H.T.&B.R.R.CO. Survey, Abstract 318, the GW Tyler Survey, Abstract 636, the George N. Tyler Survey, Abstract 634 and the Jacob Eberly Survey, Abstract 923, Williamson County, Texas, and being all of the remainder of a called 100.718 acre tract, (Tract II) conveyed to Wallin Farm & Ranch Partnership, Ltd. in Document No. 2004043044, Official Public Records of Williamson County, Texas, all of the remainder of a called 160 acre tract, (Tract 2) conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas, all of a called 84.81 acre tract, conveyed to Larry Gene Hamann in Document No. 2010026596, Official Public Records of Williamson County, Texas, all of a called 0.879 acre tract, conveyed to Dennis Lee Carter and wife, Judy Carter in Volume 2309, Page 782, Deed Records of Williamson County, Texas and all of the remainder of a called 71.19 acre tract, conveyed to George F. Kutzschback in Volume 2442, Page 261, Deed Records of Williamson County, Texas, described as follows:

BEGINNING at a 1/2" iron rod with cap stamped "COBB FENDLEY" found, for the northeastern corner of said remainder of 100.718 acre tract and also being the intersection point of the western right of way line of Farm to Market Road 973 (R.O.W. varies) with the southern right of way line of County Road 404 (R.O.W. varies) for the **POINT OF BEGINNING** and the northeastern corner of the herein described tract;

THENCE, with the eastern line of said remainder of 100.718 acre tract and also being the western right of way line of Farm to Market Road 973, S 07° 24' 04" W, a distance of 2352.20 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set, for the southeastern corner of said remainder of 100.718 acre tract and also being on the most northern northeastern corner of a called 7.191 acre tract, conveyed to Douglas R. Urbanek in Document No. 2020039592, Official Public Records of Williamson County, Texas, for the southeastern corner of the herein described tract;

THENCE, with the southern line of said remainder of 100.718 acre tract and also being the northern line of said 7.191 acre tract, N 82° 27' 09" W, a distance of 863.47 feet to a 1/2" iron rod found, for the northwestern corner of said 7.191 acre tract and also being the northeastern corner of the remainder of a called 12.28 acre tract, conveyed to Allen J. Urbanek and wife, Mary Ann Urbanek in Volume 2185, Page 186, Deed Records of Williamson County, Texas;

THENCE, with the southern line of said remainder of 100.718 acre tract and also being the northern line of said remainder of 12.28 acre tract, N 82° 15' 01" W, a distance of 1016.75 feet to a 1/2" iron rod found for the southwestern corner of said remainder of 100.718 acre tract, the northwestern corner of said remainder of 12.28 acre tract and also being on the eastern line of the remainder of a called 160 acre tract, (Tract 2) conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas;

THENCE, with a eastern line of said remainder of 160 acre tract and also being the western line of said remainder of 12.28 acre tract, the following two (2) courses and distances:

1. S 07° 20' 47" W, a distance of 47.77 feet to a 1/2" iron rod in concrete found;
2. S 07° 51' 18" W, a distance of 146.86 feet to a 1/2" iron rod in concrete found for the southwestern corner of said remainder of 12.28 acre tract and also being the northwestern corner of the remainder of a called 30.206 acre tract, conveyed to Allen J. Urbanek Et Al in Volume 2009, Page 923, Deed Records of Williamson County, Texas;

THENCE, with the eastern line of said remainder of 160 acre tract, being the western line of said remainder of 30.206 acre tract and also being the western line of a called 11.0165 acre tract, conveyed to Jacqueline Gates and Spouse Thomas Albert Gates in Document No. 2005095595, Official Public Records of

EXHIBIT "A"
Description of Land

Williamson County, Texas, S 07° 40' 36" W, a distance of 1026.85 feet to a 1/2" iron rod found for the southeastern corner of a said remainder of 160 acre tract, the southwestern corner of said 11.0165 acre tract and also being on the northern line of a called 93.583 acre tract, conveyed to M. Moore Family Farms, LLC in Document No. 2018097226, Official Public Records of Williamson County, Texas;

THENCE, with the southern line of said remainder of 160 acre tract and also being the northern line of said 93.583 acre tract, N 82° 16' 01" W, a distance of 1933.26 feet to a 1/2" iron rod found for the southwestern corner of a said remainder of 160 acre tract, the northwestern corner of said 93.583 acre tract and also being on the eastern line of a called 34.03 acre tract, conveyed to James A. LeCompte in Document No. 2006025960, Official Public Records of Williamson County, Texas;

THENCE, with the western line of said remainder of 160 acre tract, the eastern line of said 34.03 acre tract, the eastern line of a called 7.47 acre tract, conveyed to Dreieichenhain, Inc. in Volume 824, Page 448, Deed Records of Williamson County, Texas and the eastern line of a called 21.63 acre tract, conveyed to James A. LeCompte and Kathleen T. LeCompte in Document No. 9721842, Official Records of Williamson County, Texas, N 07° 41' 12" E, a distance of 1831.70 feet to a 3" Steel Post found for the northeastern corner of a said 21.63 acre tract and also being the southeastern corner of said 84.81 acre tract;

THENCE, with the southern line of said 84.81 acre tract, being the northern line of said 21.63 acre tract and also being the northern line of a called 18.779 acre tract, conveyed to Wayne A. Eddins and Terri Lynne Eddins in Document No. 2008082314, Official Public Records of Williamson County, Texas, N 82° 02' 42" W, a distance of 2084.52 feet to a 5" Corner Post found for the southwestern corner of said 84.81 acre tract and also being the southeastern corner of said 71.19 acre tract;

THENCE, with the southern line of said 71.19 acre tract, being the northern line of said 18.779 acre tract and also being the northern line of a called 11.14 acre tract, conveyed to Jorge A. Gonzalez and wife, Sonja H. Gonzalez in Document No. 2002041732, Official Public Records of Williamson County, Texas, N 82° 04' 34" W, a distance of 1756.06 feet to a 1/2" iron rod found for the southwestern corner of said 71.19 acre tract, the northwestern corner of said 11.14 acre tract and also being on the eastern right of way line of County Road 404, for the southwestern corner of the herein described tract;

THENCE, with the western line of said 71.19 acre tract and also being the eastern right of way line of County Road 404, the following two (2) courses and distances:

1. N 07° 17' 54" E, a distance of 1440.51 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the most southern northwestern corner of said 71.19 acre tract and of the herein described tract and also being the point of curvature of a curve to the right;
2. With said curve to the right, an arc distance of 464.06 feet, having a radius of 370.00 feet, an angle of 71° 51' 43", and a chord bearing N 50° 50' 35" E, a distance of 434.24 feet to a 1/2" iron rod with cap stamped "KC ENG" found for the most northern northwestern corner of said 71.19 acre tract and of the herein described tract and also being on the southern right of way line of County Road 404;

THENCE, with the northern line of said 71.19 acre tract and also being the southern right of way line of County Road 404, S 82° 00' 45" E, a distance of 1463.50 feet to a Mag Nail on Top of Fence Post found for the northeastern corner of said 71.19 acre tract and also being the northwestern corner of said 84.81 acre tract;

THENCE, with the northern line of said 84.81 acre tract and also being the southern right of way line of County Road 404, the following two (2) courses and distances:

1. S 82° 10' 07" E, a distance of 718.39 feet to a 1/2" iron rod with "BRYAN TECH" cap found;

EXHIBIT "A"
Description of Land

2. S 81° 52' 45" E, a distance of 1365.92 feet to a 1/2" iron rod found for the northeastern corner of said 84.81 acre tract and also being the northwestern corner of said remainder of called 160 acre tract;

THENCE, with the northern line of said remainder of 160 acre tract and also being the southern right of way line of County Road 404, S 82° 11' 33" E, a distance of 1941.14 feet to a fence corner found for the northeastern corner of said remainder of 160 acre tract and also being the northwestern corner of said 0.879 acre tract;

THENCE, with the northern line of said 0.879 acre tract and also being the southern right of way line of County Road 404, S 80° 54' 23" E, a distance of 188.66 feet to a fence corner found for the northeastern corner of said 0.879 acre tract also being an ell corner of the remainder of said 100.718 acre tract

THENCE, with the northern line of said remainder of 100.718 acre tract and also being the southern right of way line of County Road 404, S 82° 09' 51" E, a distance of 1677.53 feet to the **POINT OF BEGINNING**.

Containing 415.04 acres or 18,078,944 square feet, more or less.

BEARING BASIS NOTE

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83 (2011 adjustment), Central Zone (4203). The Grid to Surface combined scale factor is 1.000120.

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08/19/2021

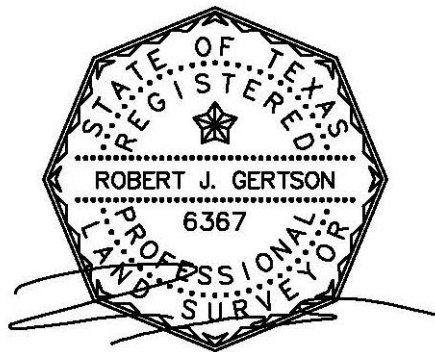
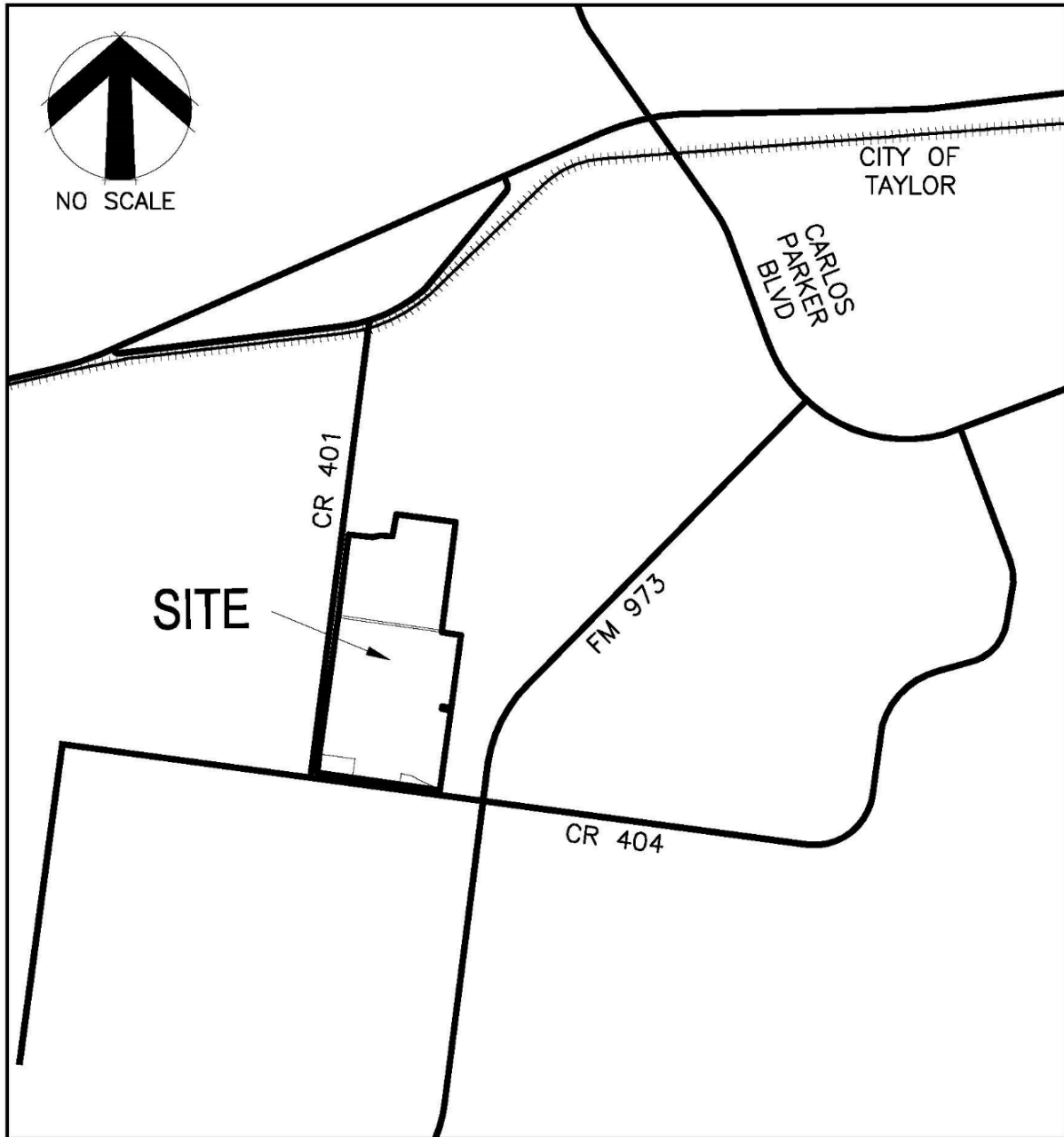


EXHIBIT "A"
Description of Land

PARCEL 3
(Northeastern Area)

VICINITY MAP



VICINITY MAP

N.T.S. 19

EXHIBIT "A"
Description of Land

PARCEL 3
(Northeastern Area)

SURVEY

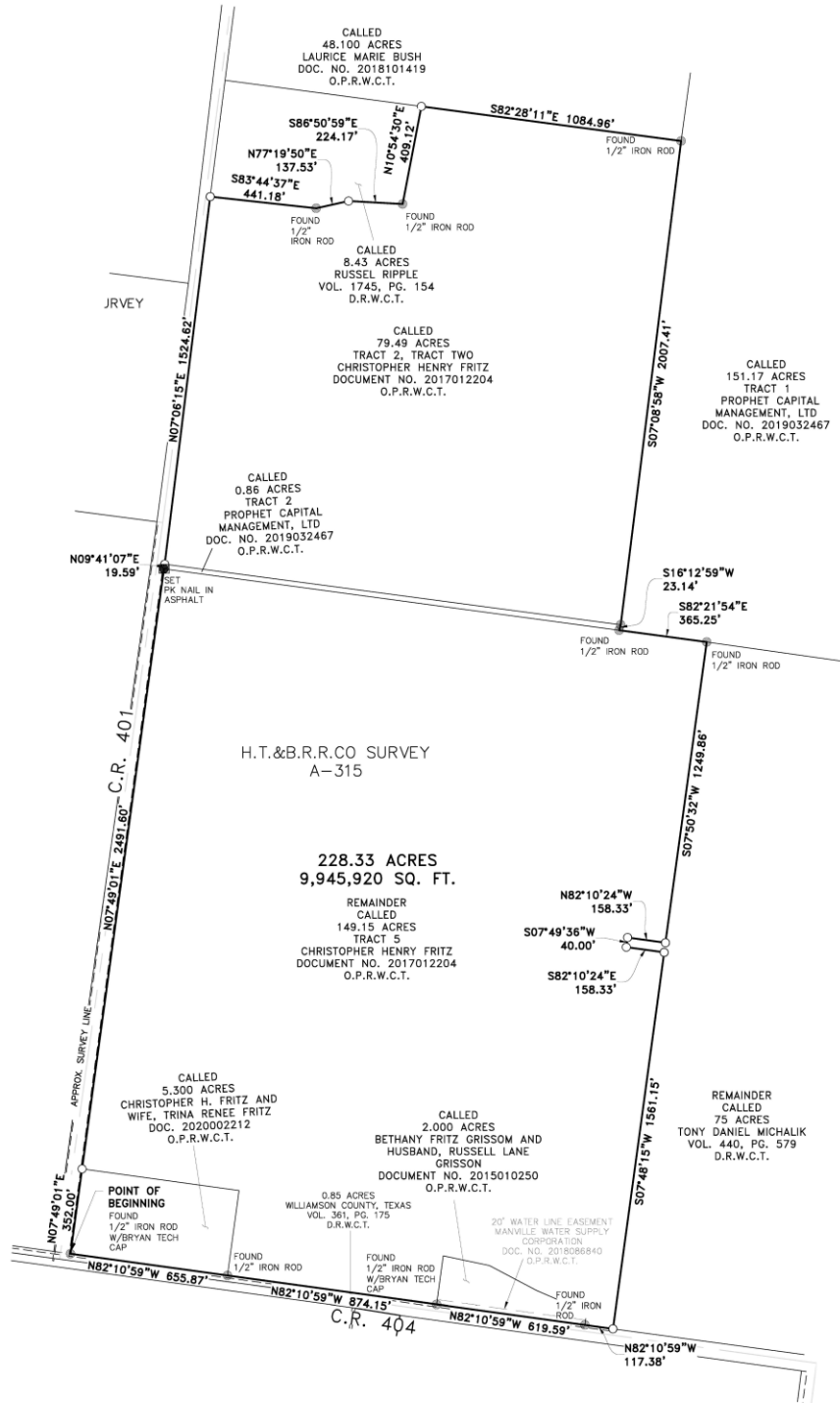


EXHIBIT "A"
Description of Land

PARCEL 3
(Northeastern Area)

LEGAL DESCRIPTION

A 228.33 acre (9,945,920 square feet), tract of land, lying within the H.T.&B.R.R.CO. Survey, Abstract 315, Williamson County, Texas, and being all of a called 5.300 acre tract, conveyed to Christopher H. Fritz and wife, Trina Renee Fritz in Document No. 2020002212, Official Public Records of Williamson County, Texas, all of a called 2.000 acre tract, conveyed to Bethany Fritz Grissom and husband, Russell Lane Grissom in Document No. 2015010250, Official Public Records of Williamson County, Texas, all of a called 0.86 acre tract, (Tract 2) conveyed to Prophet Capital Management, LTD in Document No. 2019032467, Official Public Records of Williamson County, Texas, all of the remainder of a called 149.15 acre tract, (Tract 5), conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas and all of a called 79.49 acre tract, (Tract 2 – Tract 2) conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas, described as follows:

BEGINNING at a 1/2" iron rod with "BRYAN TECH" cap found for the southwestern corner of said 5.300 acre tract and also being the point of intersection of the northern right of way line of County Road 404 with the eastern right of way line of County Road 401, for the **POINT OF BEGINNING** and the southwestern corner of the herein described tract;

THENCE, with the western line of said 5.300 acre tract and also being the eastern right-of-way line of County Road 401,
N 07° 49' 01" E, a distance of 352.00 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northwestern corner of said 5.300 acre tract and also being an ell corner of said remainder of 149.15 acre tract;

THENCE, with the western line of said remainder of 149.15 acre tract and also being the eastern right of way line of County Road 401, N 07° 49' 01" E, a distance of 2491.60 feet to a PK nail in asphalt set for the northwestern corner of said remainder of 149.15 acre tract and also being the southwestern corner of said 0.86 acre tract;

THENCE, with the western line of said 0.86 acre tract and also being the eastern right of way line of County Road 401, N 09° 41' 07" E, a distance of 19.59 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northwestern corner of said 0.86 acre tract and also being southwestern corner of said 79.49 acre tract;

THENCE, with the western line of said 79.49 acre tract and also being the eastern right of way line of said County Road 401,
N 07° 06' 15" E, a distance of 1524.62 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the most western northwestern corner of said 79.49 acre tract and also being the southwestern corner of a called 8.43 acre tract, conveyed to Russel Ripple in Volume 1745, Page 154, Deed Records of Williamson County, Texas, for the most western northwestern corner of the herein described tract;

THENCE, with a northern line of said 79.49 acre tract and also being the southern line of said 8.43 acre tract, the following three (3) course and distances:

1. S 83° 44' 37" E, a distance of 441.18 feet to a 1/2" iron rod found;
2. N 77° 19' 50" E, a distance of 137.53 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;
3. S 86° 50' 59" E, a distance of 224.17 feet to a 1/2" iron rod found for an ell corner of said 79.49 acre tract and also being the southeastern corner of said 8.43 acre tract;

THENCE, with a western line of said 79.49 acre tract and also being the eastern line of said 8.43 acre tract, N 10° 54' 30" E, a distance of 409.12 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for

EXHIBIT "A"
Description of Land

an ell corner of said 79.49 acre tract, the northeastern corner of said 8.43 acre tract and also being the northern line of a called 48.100 acre tract, conveyed to Laurice Marie Bush in Document No. 2018101419, Official Public Records of Williamson County, Texas;

THENCE, with a northern line of said 79.49 acre tract and also being the southern line of said 48.100 acre tract,
S 82° 28' 10" E, a distance of 1084.96 feet to 1/2" iron rod found for the northeastern corner of said 79.49 acre tract, being the southeastern corner of said 48.100 acre tract and also being on the western line of a called 151.17 acre tract, (Tract 1) conveyed to Prophet Capital Management, LTD in Document No. 2019032467, Official Public Records of Williamson County, Texas, for the northeastern corner of the herein described tract

THENCE, with the eastern line of said 79.49 acre tract and also being the western line of said 151.17 acre tract,
S 07° 08' 58" W, a distance of 2007.41 feet to a 1/2" iron rod found for the southeastern corner of said 79.49 acre tract and also being the northeastern corner of said 0.86 acre tract;

THENCE, with the eastern line of said 0.86 acre tract and also being the western line of said 151.17 acre tract,
S 16° 12' 59" W, a distance of 23.14 feet to a 1/2" iron rod found for an angle point of said remainder of 149.15 acre tract, the southeastern corner of said 0.86 acre tract and also being the southwestern corner of said 151.17 acre tract;

THENCE, with the northern line of said remainder of 149.15 acre tract and also being the southern line of said 151.17 acre tract, S 82° 21' 54" E, a distance of 365.25 feet to a 1/2" iron rod found for the northeastern corner of said remainder of 149.15 acre tract and also being the northwestern corner of a called 75 acre tract, conveyed to Tony Daniel Michalik in Volume 440, Page 579, Deed Records of Williamson County, Texas;

THENCE, with the eastern line of said remainder of 149.15 acre tract and also being the western line of said 75 acre tract, the following five (5) courses and distances:

1. S 07° 50' 32" W, a distance of 1249.86 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;
2. N 82° 10' 24" W, a distance of 158.33 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;
3. S 07° 49' 36" W, a distance of 40.00 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;
4. S 82° 10' 24" E, a distance of 158.33 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;
5. S 07° 48' 15" W, a distance of 1561.15 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the southeastern corner of said remainder of 149.15 acre tract, the southwestern corner of said 75 acre tract and also being on the northern right of way line of County Road 404, for the southeastern corner of the herein described tract

THENCE, with the southern line of said remainder of 149.15 acre tract and also being the northern right of way line of County Road 404, N 82° 10' 59" W, a distance of 117.38 feet to a 1/2" iron rod found for an ell corner of said remainder of 149.15 acre tract and also being the southeastern corner of said 2.000 acre tract;

THENCE, with the southern line of said 2.000 acre tract and also being the northern right-of-way line of County Road 404,
N 82° 10' 59" W, a distance of 619.59 feet to a 1/2" iron rod with cap stamped "BRYAN TECH" found for the southwestern corner of said 2.00 acre tract and also being an ell corner of said 149.15 acre tract;

THENCE, with the southern line of said remainder of 149.15 acre tract and also being the northern right of way line of County Road 404, N 82° 10' 59" W, a distance of 874.15 feet to a 1/2" iron rod found for an

EXHIBIT "A"
Description of Land

ell corner of said remainder of 149.15 acre tract and also being the southeastern corner of said 5.300 acre tract;

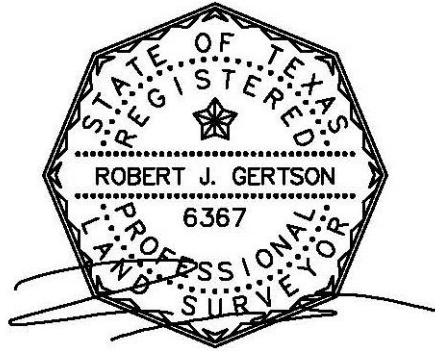
THENCE, with the southern line of said 5.300 acre tract and also being the northern right of way line of County Road 404, N 82° 10' 59" W, a distance of 655.87 feet to the **POINT OF BEGINNING**.

Containing 228.33 acres or 9,945,920 square feet, more or less.

BEARING BASIS NOTE

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83 (2011 adjustment), Central Zone (4203). The Grid to Surface combined scale factor is 1.000120.

Robert J. Gertson, RPLS
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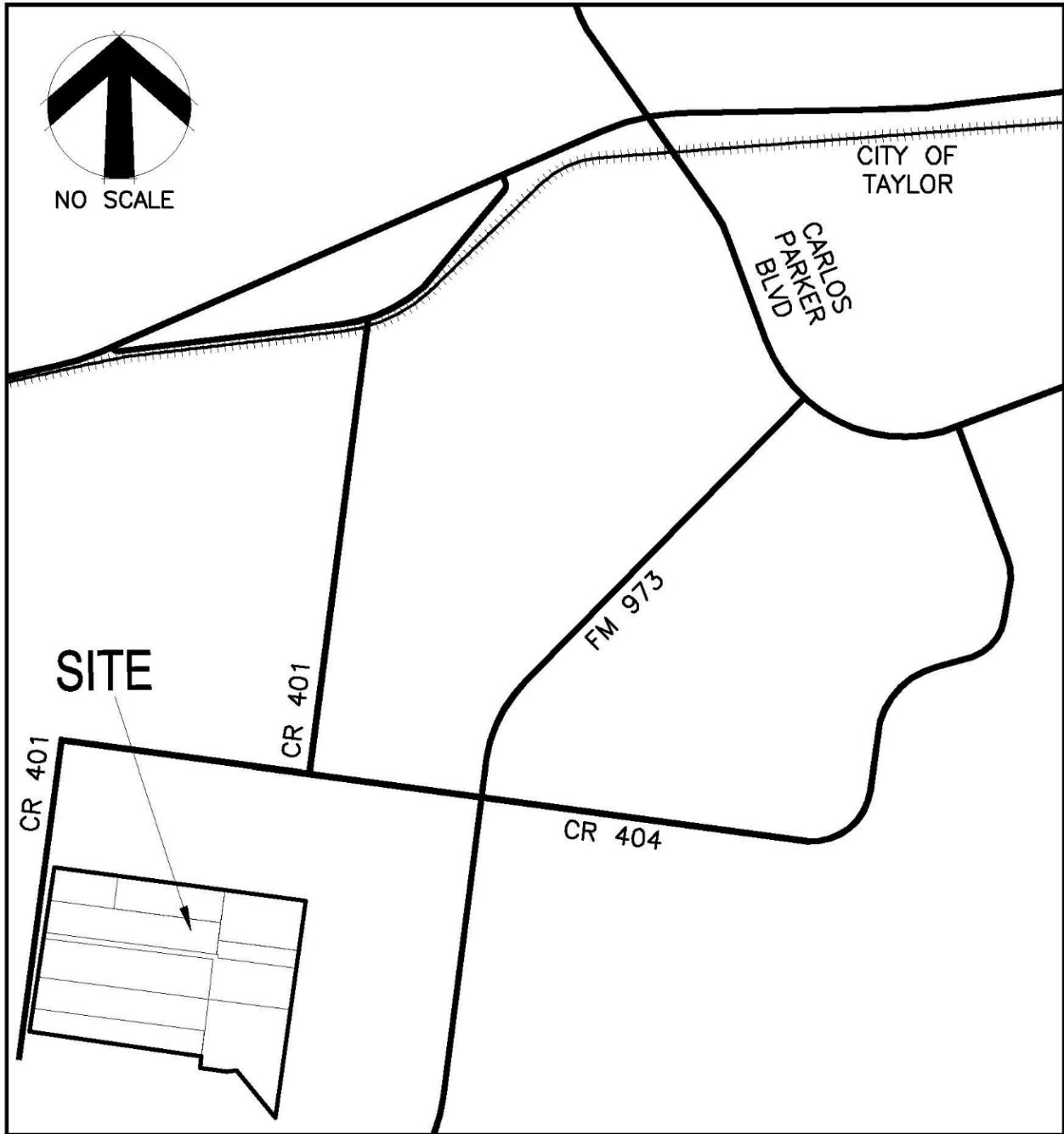


08/19/2021

EXHIBIT "A"
Description of Land

PARCEL 4
(Southwestern Area)

VICINITY MAP



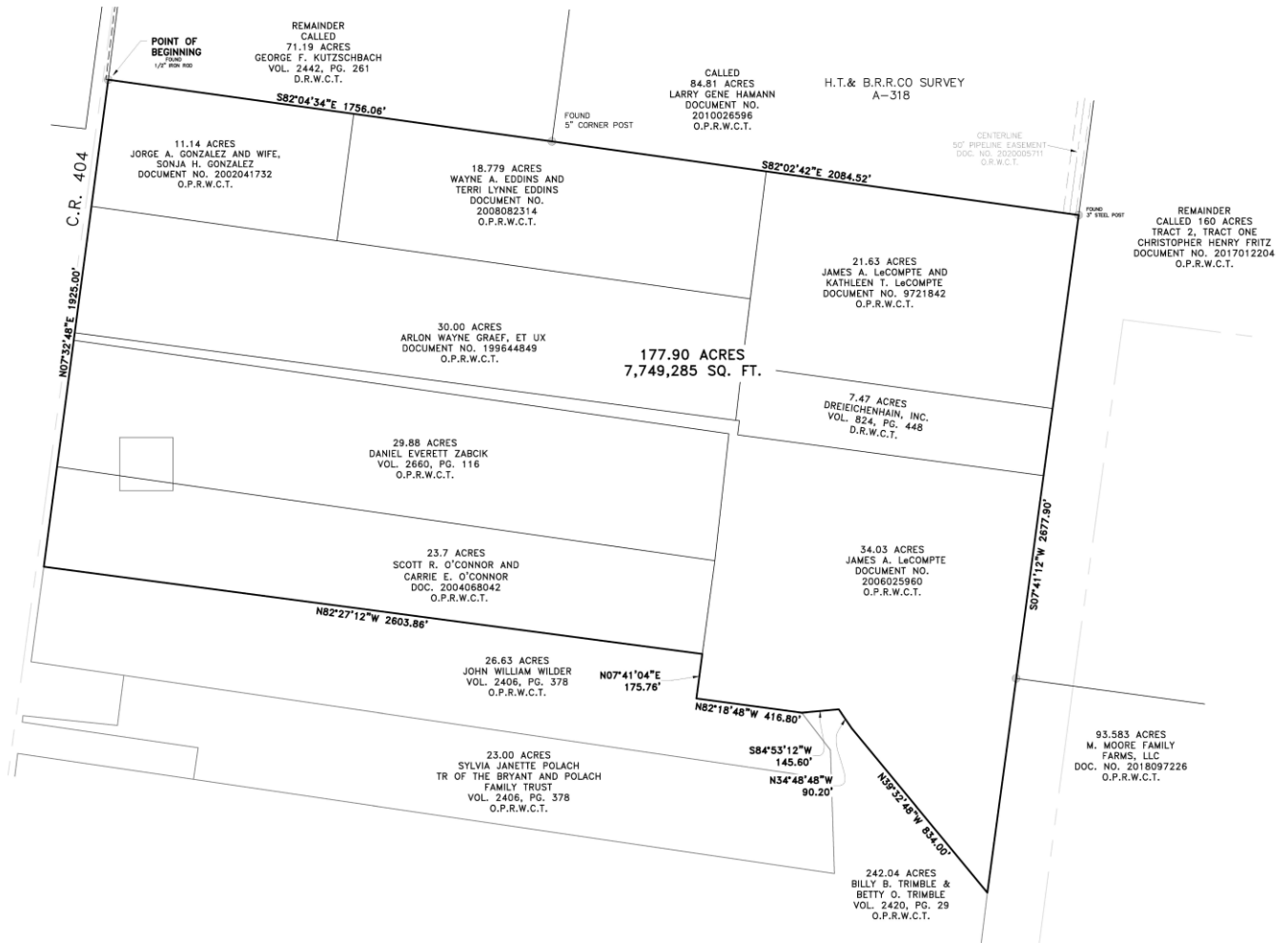
VICINITY MAP

N.T.S.

EXHIBIT "A" Description of Land

PARCEL 4 (Southwestern Area)

SURVEY



PARCEL 4
(Southwestern Area)

LEGAL DESCRIPTION

A 177.90 acre (7,749,285 square feet), tract of land, lying withing the H.T. & B.R.R.CO. Survey, Abstract 318, Williamson County, Texas, and being all of a called 11.14 acre tract, conveyed to Jorge A. Gonzalez and Wife, Donja H. Gonzales in Document No. 2002041732, Official Public Records of Williamson County, Texas, all of a called a 18.779 acres conveyed to Wayne A Eddins and Terri Lynne Eddins in Document No. 2008082314, Official Public Records of Williamson County, Texas, all of a called 21.63 acres conveyed to James A. LeCompte and Kathleen T. LeCompte in Document No. 9721842, Official Public Records of Williamson County, Texas, all of a called 7.47 acres conveyed to Dreieichenhain, Inc. in Volume 824, Page 448 Deed Records of Williamson County, Texas, all of a called 34.03 acres conveyed to James A. LeCompte in Document No. 2006025960, Official Public Records of Williamson County, Texas, all of a called 23.7 acres conveyed to Scott R. O'Connor and Carrie E. O'Connor in Document No. 2004068042, Official Public Records of Williamson County, Texas, all of a called 29.88 acres conveyed to Daniel Everett Zabcik in Volume 2660, Page 116, Official Public Records of Williamson County, Texas, and all of a called 30.00 acre tract conveyed to Arlon Wayne Graef, Et Ux, in Document No. 199644849 Official Public Records of Williamson County, Texas, described as follows:

BEGINNING at a 1/2" iron rod found for the northernmost corner of said 11.14 acre tract, also being the southwestern corner of the remainder of a called 71.19 acre tract conveyed to George F. Kutzschbach in Volume 2442, Page 261, Deed Records of Williamson County, Texas, also being the eastern right of way line of County Road 404 (R.O.W. varies) for the **POINT OF BEGINNING** and the northernmost corner of the herein described tract;

THENCE, with the northern line of said 11.14 acre tract and said 18.779 acre tract, also being the southern line of said 71.19 acre tract, S 82° 04' 34" E, a distance of 1756.06 feet to a 5" fence corner post found for the southeastern corner of said 71.19 acre tract, also being the southwestern corner of a called 84.81 acre tract conveyed to Larry Gene Hamann in Document No. 2010026596 for a northern corner of the herein described tract;

THENCE, with the northern line of said 18.779 acre tract, also being the southern line of said 84.81 acre tract and also being the northern line of said 21.63 acre tract, S 82° 02' 42" E, a distance of 2084.52 feet to a 3" steel corner post found for the southernmost corner of said 84.81 acre tract, also being on the western line of the remainder of a called 160 acre tract, (Tract 2) conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas; for the easternmost corner of the herein described tract;

THENCE, with the western line of said remainder of 160 acre tract also being the eastern line of said 21.63 acre tract, the eastern line of said 7.47 acre tract and the eastern line of said 34.03 acre tract, S 07° 41' 12" W, passing a point at a distance of 1831.70 feet for the southwestern corner of said remainder of 160 acre tract, also being a northwestern corner of a called 93.583 continuing for a total distance of 2677.90 feet to the southernmost point of the herein described tract, also being a northeastern corner of a called 242.04 acre tract conveyed to Billy B. Trimble and Betty O. Trimble in Volume 2420, Page 29, Official Public Records of Williamson County, Texas, and also being in the western line of said 93.583 acre tract;

THENCE, with the southern line of said 34.03 acre tract and also being the northern line of said 242.04 acre tract, the following three (3) courses and distances:

3. N 39° 32' 48" W, a distance of 834.00 feet to point on the southern line of the herein described tract;
4. N 34° 48' 48" W, a distance of 90.20 feet to point on the southern line of the herein described tract;
5. S 84° 53' 12" W, a distance of 145.60 feet to point on the southern line of the herein described tract; also being a northern corner of said 242.04 acre tract and a northeastern corner of a called

26.63 acre tract conveyed to John William Wilder in Volume 2406, Page 378 Official Public Records of Williamson County, Texas;

THENCE, with the southern line of said 34.03 acre tract also being the northern line of said 26.63 acre tract, the following two (2) courses and distances:

1. N 82° 18' 48" W, a distance of 416.80 feet to point on the southern line of the herein described tract;
2. N 07° 41' 04" E, a distance of 175.76 feet to point on the southern line of the herein described tract, also being the southernmost corner of said 23.7 acre tract;

THENCE, with the southern line of said 23.7 acre tract also being the northern line of said 26.63 acre tract, N 82° 27' 12" W, a distance of 2603.86 feet to point for the southwestern corner of said 23.7 acre tract and the herein described tract, also being the northernmost corner of said 26.63 acre tract also being on the eastern line of said right of way line of County Road 404 (R.O.W. varies);

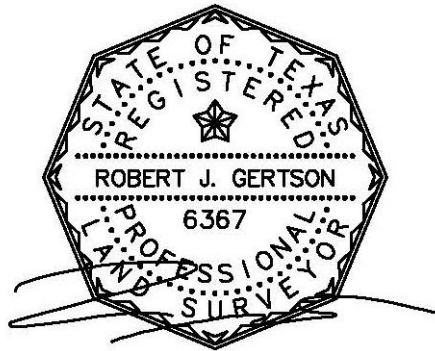
THENCE, with the eastern right of way line of County Road 404 (R.O.W. Varies) also being the western property line of said 23.7 acre tract, western line of said 29.88 acre tract, western line of said 30.00 acre tract and western line said 11.14 acre tract, N 07° 32' 48" E, a distance of 1925.00 feet to the **POINT OF BEGINNING**.

Containing 177.90 acres or 7,749,285 square feet, more or less.

BEARING BASIS NOTE

This boundary exhibit was prepared from record information and central appraisal District Linework. No on the ground survey was performed.

Robert J. Gertson, RPLS
Texas Registration No. 6367
Atwell, LLC
805 Las Cimas Parkway, Suite 310
Austin, Texas 78746
Ph. 512-904-0505
TBPE LS Firm No. 10193726



08/26/2021

WILLIAMSON COUNTY DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into as of the ___ day of _____, 2021 (the "Effective Date"), by and among the Williamson County, Texas (the "County"), a political subdivision of the State of Texas, and Samsung Austin Semiconductor, LLC, a Delaware limited liability company, (the "Company"). The County, and the Company are collectively, the "Parties" to this Agreement.

RECITALS

WHEREAS, the Company is or will be the owner of certain real property in the County (the "Property"), generally located south of US 79 and west of FM 973, as described in **Exhibit A**, attached hereto;

WHEREAS, the Company is considering a significant investment (the "Project") on the Property;

WHEREAS, it is currently envisioned that the Project will include approximately six million (6,000,000) square feet of buildings (collectively, the "Facility");

WHEREAS, the Project is anticipated to generate millions of dollars in new personal and property tax revenues in the County both in and around the Property, as well as provide up to eighteen hundred (1,800) jobs;

WHEREAS, the County strongly desires that the Company locate the Project in the County;

WHEREAS, the County is willing to consider construction of certain transportation improvements ("Public Improvements") which it deems necessary to develop the Project in the County;

WHEREAS, the County has authorized its County Judge to enter into this Agreement on behalf of the County with the Company in recognition of the positive economic benefits to the County through development of the Project on the Property;

WHEREAS, the County has found that the Public Improvements are required and necessary to develop the Property and to promote or develop new business enterprises around the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
PURPOSE AND INTERPRETATION

1.01 Objectives.

(a) The Company has designated the County and the Property as a potential location for the Project. The County believes that the development of the Project will attract additional businesses, development, and investment in the County. The County recognizes that development of the Project will likely serve as an economic stimulus to the area, resulting in significant job growth and increased tax revenue for the County, the Taylor ISD, and the City of Taylor, Texas.

(b) The Parties acknowledge that the present infrastructure of streets in the vicinity of the Property is insufficient to support the Project. In order to encourage the Company to locate the Project on the Property, the Company has requested that the County to construct Public Improvements, as described herein, which the County acknowledges that the Public Improvements shall be necessary to enable the Company to construct and operate the Facilities.

1.02 Legal Representation of the Parties. This Agreement was negotiated by the Parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply.

1.03 Findings and Recitals. The facts and recitations contained in the preamble of this Agreement are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

ARTICLE II
DEFINITIONS

2.01 Definitions. All capitalized terms used in this Agreement shall have the meanings ascribed to them in this **Article II**, or as otherwise provided herein.

"**Agreement**" means this Development Agreement by and among the County and the Company, including any and all exhibits attached to this Agreement, which are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

"**County**" means the Williamson County, Texas.

"**Company**" means Samsung Austin Semiconductor, LLC, a Delaware limited liability company.

"**Public Improvements**" mean the transportation improvements as described herein.

"**Parties**" means the County and the Company.

"**Project**" means the construction of the Facilities on the Property.

"**Property**" means the real property described and shown on **Exhibit A**.

ARTICLE III **PUBLIC IMPROVEMENTS**

3.01 General. It is understood that construction of Public Improvements will be necessary to adequately serve the Property and the surrounding area. The approximate locations of the proposed Public Improvements described below are shown on **Exhibit "B"**, attached hereto, and to the standards provided and shown on **Exhibit "C"** attached hereto.

3.02 Initial Construction Access. The County will, at its sole cost and expense, re-surface with hot mix asphaltic concrete CR 402 at Highway 79 to CR 401, CR 401 from CR 402 to the northern boundary of the Property, and CR 404 from FM 973 to the eastern boundary of the Property, both prior to December 30, 2021, time being of the essence.

3.03 CR 401. The County will, at its sole cost and expense, construct a new four lane CR 401 from US 79 to the northern boundary of the Property, including a new US 79 median opening and signal at US 79/CR401 within twenty (20) months of the execution of this Agreement, time being of the essence.

3.04 CR 404. CR 404, if used as a site entrance from FM 973, will, at the County's sole cost and expense, be reconstructed as a four (4)-lane roadway from FM 973 to the eastern boundary of the Property within eighteen (18) months of the execution of this Agreement, time being of the essence. If CR 404 is not used as a site entrance, a decision to be made at the sole and absolute discretion of the Company, CR 404 will be terminated at the eastern boundary of the Property and remain a public roadway serving the Property from said termination point to FM 973, at the County's sole cost and expense.

3.05 Future County Road. A new four lane county road from FM 3349 to FM 973 will be constructed by the County (the "Future County Road") as generally shown on **Exhibit B**. The

segment between FM 973 and the western boundary of the Property will be constructed within two (2) years of the execution of this Agreement, time being of the essence. The segment from the western property boundary to FM 3349 will be constructed within thirty-four (34) months of the execution of the agreement, time being of the essence. Two (2) left turn lanes will be provided at locations determined by the Company at a later date. Traffic signals shall be constructed at the left turn lane locations when State of Texas traffic warrants for signals are met. In consideration of said construction, the Company will dedicate to the County, in fee simple and by special warranty deed, an approximately one hundred eighty (180)-foot right of way to include the Public Improvements (the "Future County Road ROW"), at the time and in a form and exact location to be provided by the Company generally along the southern Property boundary as shown in **Exhibit B**. The property dedicated for the Future County Road ROW may be subject to leaseback provisions allowing continued use of such property until June, 30, 2022, at the latest.

3.06 Southeast Loop. The County will, at its sole cost and expense, construct a new minimum three (3) lane roadway from CR 138 to CR 137 and a three (3) lane roadway from CR 404 to US 79 including a railroad and US 79 grade separation by June 2025, time being of the essence.

3.07 Termination and Dedication of Right-of-Way. Subject to compliance with state law, the County will abandon the prescriptive easements for existing CR 401 and CR 404, as well as any additional County-benefitting easements, within the Property within two (2) months after the date the Company completes the legal transfer of the Property, or later, if agreed to by the Parties in a writing signed by both Parties.

3.08 Disconnection, Capping, and Trenching of Existing Utilities. The County will disconnect, cap, and trench (to a five (5)-foot depth), or cause to be disconnected, capped, and trenched to a five (5)-foot depth, across the rights of way (where applicable) any and all existing public and private utilities and infrastructure within the boundaries of the Property, with the single exception of the Exxon/Wink to Webster Pipeline, (a map of such easements, utilities and infrastructure is found in **Exhibit D** attached hereto) at the boundary of the Property so that they are safe for demolition by the Company within three (3) months after the date the Company completes the legal transfer of the Property or December 31, 2021, whichever is later.

3.09 Relocation of Existing Utilities. Within three (3) months after the date the Company completes the legal transfer of the Property or by December 31, 2021, whichever is later (the "Relocation Deadline"), the County will relocate any and all infrastructure on the Property required to remain in use and which may not be capped, including the water line currently existing through CR 404 (the "Water Line"), with the single exception of the Exxon/Wink to Webster Pipeline. In consideration of said removal and relocation, the Company will dedicate a thirty (30)-foot utility easement, in a form to be approved by the Company, along the east and west Property boundaries from the existing northern CR 404 right of way to the northern boundary of the Future County Road ROW. The County will have the right of use and possession of the utility easements

and the Future County Road ROW in order to relocate such infrastructure and to construct roadways immediately upon the Company completing legal transfer of the property. To the extent that (i) the Company has not dedicated the Future County Road ROW by the Relocation Deadline, or (ii) the Future County Road ROW dedication includes leaseback provisions preventing the full use of such property, the Company will provide a fifty (50)-foot strip of such Future County Road ROW property by easement or other form and in the exact location to be provided by the Company.

To the extent any public and private easements, utility, or infrastructure within the boundaries of the Project is found within two (2) years of the Effective Date, the Company may notify the County of such remaining easement, utility, or infrastructure and request that it be abandoned, disconnected, capped, trenched, and/or relocated at the County's sole cost and expense. The County shall have three (3) months from such notice to abandon any such easement and to disconnect, cap, and trench any such utility/infrastructure in cases where it is not required to remain in use and six (6) months from such notice if the utility/infrastructure must be relocated. If relocation is required, the Company shall provide a replacement easement, to the extent necessary, in a form, size, and location to be approved by the Company.

3.10 Financial Consideration and Gonzalez Tract. For additional consideration of the County's construction of the Future County Road, relocation of the Water Line and in exchange for a certain approximately 11.14-acre tract of real property (the "Gonzalez Tract") described in **Exhibit A**, the Company will remit to the County Six Million Three Hundred and Fifty-Two Thousand Dollars (\$6,352,000) as its contribution to the construction of the Future County Road (\$2,239,000), purchase of the Gonzalez Tract (\$663,000), and relocation of the Water Line (not to exceed \$3,450,000). The County, upon completion of the Water Line's relocation, will refund any balance of the \$3,450,000 not expended. The County is the owner of the Gonzalez Tract and agrees to deed such tract by special warranty deed to the Company. The above payment will be made and the Gonzalez Tract will be conveyed to the City within fourteen (14) days of the Effective Date. The Gonzalez Tract will be conveyed free and clear of any deed of trust liens or other liens securing any indebtedness of the County.

3.11 Traffic Impact Analysis ("TIA"). The Company shall not be required to conduct any Traffic Impact Analysis or other rough proportionality study as regarding any portion of the Project and the Company will have no obligation to contribute monies in connection with any roadways except as expressly provided herein.

3.12 Thoroughfare Plan. The County agrees to amend its Thoroughfare Plan and Thoroughfare Plan map to reroute public roads around the Property.

3.13 Condemnation. For the avoidance of doubt, the County's obligations in this Agreement include, where applicable, that the County acquire right-of-way for any and all property needed to construct the Public Improvements, whether by agreement or by using its legally available

condemning powers or powers of eminent domain to obtain any and all property, it being agreed that failure to obtain such right of way or other property is not a condition precedent to the County's obligations to perform under this Agreement. The County shall be responsible, at its sole cost and expense, for causing any private or public utilities (including without limitation, cell towers or telecommunication providers) to cease operation and relocate from the areas necessary to place, construct and operate the Public Improvements.

3.14 Subdivision Ordinance. Also for the avoidance of doubt, Section 8 of the Williamson County Subdivision Regulations is inapplicable to the development of the Property.

3.15 Maintenance. The Public Improvements described herein, (including any additional drainage improvements necessitated by the construction) shall be installed and maintained by the County, whereas any internal roads shall be installed and maintained by the Company. For clarification, the Company shall have no obligation with respect to the Public Improvements.

ARTICLE IV ADDITIONAL LANDS

4.01 Additional Lands. Upon approval from the County and City, which may not be unreasonably withheld, the Company may subject lands contiguous to the Property to this Agreement.

ARTICLE V FEES AND CREDITS

5.01 County Fees. The Company is not responsible for any County fees typically associated with the subdivision or development of property in the County; specifically, the County hereby waives the following fees, to extent applicable: any (1) ROW/highway or road dedication/right to use fees; (2) fees associated with a roadway/highway modification or floodplain development permit; (3) utility impact fees.

ARTICLE VI TERM OF AGREEMENT

6.01 Term. This Agreement shall become enforceable upon its Effective Date and shall expire upon the earlier of (i) the 90th day following the thirtieth (30th) anniversary of the Effective Date, (ii) County's substantial completion of the Public Improvements, or (iii) the Company's termination under Section 7.13 below.

ARTICLE VII

MISCELLANEOUS

7.01 Mutual Assistance. The County and the Company will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law, or taxes or assessments attributable to the Property.

7.02 Default; Remedies.

(a) No Party shall be in default under this Agreement until Notice of the alleged failure of such Party to perform has been given (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure or to commence efforts to cure the alleged failure following written Notice of such alleged failure by the non-defaulting party, such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days or more than 180 days after written Notice of the alleged failure has been given. In addition, no Party shall be in default under this Agreement for a non-monetary default if, within the applicable cure period, the Party to whom the Notice was given or another Party begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured; provided, however, no cure period shall cause any time period or deadline stated herein regarding the County's performance to extend beyond 180 days from the originally stated deadline.

(b) If the County is in default beyond any applicable notice and cure period set forth in this Agreement, the Company may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgement Act, specific performance, mandamus, and injunctive relief. If the Company is in default beyond any applicable notice and cure period set forth in this Agreement, the County's sole and absolute remedy shall be limited to a termination of this Agreement, and the County shall no longer be obligated to perform its obligation to construct and complete the Public Improvements hereunder. Notwithstanding the foregoing, however, no default under this Agreement shall:

(i) adversely affect or impair the current or future obligations of the County to provide water or sewer service or any other service to the Property or Project; or

(ii) entitle the aggrieved Party to seek or recover consequential, punitive or special damages of any kind.

(c) In the event any legal action or proceeding is commenced between the Parties to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its actual reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

7.03 Undocumented Workers. The Company certifies that, during the term of this Agreement, it does not and will not knowingly employ an undocumented worker for the construction of the Public Improvements in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, the Company is convicted of a violation under 8 U.S.C. § 1324a(f), the Company shall repay the amount of the public subsidy provided under this Agreement as required by law. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

7.04 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns. A fully executed copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas within ninety (90) days after the Effective Date. The County waives immunity from suit for the purposes of adjudicating a claim or damages for breach of the Agreement.

7.05 Assignment. Except as otherwise provided in this section, the Company may not assign all or part of its rights and obligations under this Agreement to a third party without the express written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Company may assign (without the County's consent) all or part of its rights and obligations under this Agreement to an entity that is controlled by or under common control with the Company (a "Permitted Assignee"). The Company shall provide a copy of any such assignment to the County within fifteen (15) days after the effective date of the assignment.

7.06 Amendment. The Company may amend the Agreement upon approval of the County, which shall not be unreasonably withheld.

7.07 Notice. Any notice and or statement required and permitted to be delivered shall be in writing and be deemed delivered by actual delivery, by electronic mail, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses (each, a "Notice"):

If to County:

County Judge
710 Main Street
Georgetown, TX 78628

With a required copy to:

Hal Hawes
710 Main Street
Georgetown, TX 78628

If to the Company:

Samsung Austin Semiconductor, LLC
12100 Samsung Blvd,
Austin, TX 78754
Attn.: General Counsel

With a required copy to:

Drenner Group, P.C.
200 Lee Barton Drive, Suite 100
Austin, Texas 78704
Attn.: Stephen O. Drenner

Either Party may designate a different address at any time upon written Notice to the other Parties.

7.08 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

7.09 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

7.10 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

7.12 No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

7.13 No Obligation. Notwithstanding any other provision of this Agreement, the Company may elect to forgo the Project in part or altogether and is not bound to make any investment at the Property, it being agreed that such election in writing by the Company shall cause this Agreement to terminate without consent of the County.

7.14 Representations and Warranties. The County represents and warrants to the Company that the County has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all

necessary County proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the County, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority. The Company represents and warrants to the County that the Company has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all actions necessary, subject to the terms of Section 7.13 above. Accordingly, subject to Section 7.13 above, this Agreement constitutes the legal, valid, and binding obligation of the Company, is enforceable in accordance with its terms and provisions, and does not require the consent of any other authority or entity.

7.15 Waiver of Immunity. Notwithstanding anything to the contrary herein, to the extent allowed by law, the County and the Company hereby acknowledge and agree that this Agreement is subject to the provisions of Subchapter 1 of Chapter 271, Texas Local Government Code, as amended. The County agrees that its immunity from suit is waived for the purpose of adjudicating a claim for breach of this Agreement, which is subject to the terms and conditions of Subchapter 1 of Chapter 271, Texas Local Government Code, as amended.

7.16 Force Majeure. Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (each, an "Event of Force Majeure"). An Event of Force Majeure for the purposes of this Agreement shall include, but not be limited to, acts of God, fire; explosion, vandalism; storm or similar occurrences; orders or acts of military or civil authority; changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay; unusual weather events; and unusual delays in obtaining approvals of plats, permits, or other development approvals (issued by parties other than the County, with respect to the County's obligations to perform hereunder) required to construct and operate the Project. Except as otherwise expressly provided herein, so long as, with respect to the County's obligations hereunder, the Event of Force Majeure is not the result of an order or other ruling made by the County, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any Event of Force Majeure (it being agreed that a day-for-day adjustment for each day of an Event of Force Majeure shall be deemed equitable).

7.17 Exhibits. The following exhibits are attached and incorporated by reference for all purposes:

- Exhibit A:** Property Description and Depiction
- Exhibit B:** Public Improvements
- Exhibit C:** Typical Section Exhibit
- Exhibit D:** Utility Map

7.18 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The County, its past, present and future officers, elected officials, employees and agents

of the County, do not assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXECUTED to be effective as of the Effective Date.

WILLIAMSON COUNTY, TEXAS,

By: _____
Bill Gravell, County Judge

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2021,
by _____, _____ Williamson County, Texas, on behalf of said jurisdiction.

Notary Public, State of Texas

**SAMSUNG AUSTIN SEMICONDUCTOR, LLC, A
DELAWARE LIMITED LIABILITY COMPANY**

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned notary, on this day personally appeared _____, _____ Samsung Austin Semiconductor, a Delaware limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

[Seal]

Notary Public, State of _____

EXHIBIT A

PROPERTY DESCRIPTION

[See attached]



CALLED
48.100 ACRES
LAURICE MARIE BUSH
DOC. NO. 2018101419
O.P.R.W.C.T.

CALLED
8.43 ACRES
RUSSEL RIPPLE
VOL. 1745, PG. 154
D.R.W.C.T.

CALLED
79.74 ACRES
C. ERNEST LAWRENCE FAMILY
LIMITED PARTNERSHIP
DOC. NO. 2005011333
O.P.R.W.C.T.

CALLED
305.22 ACRES
C. ERNEST LAWRENCE FAMILY
LIMITED PARTNERSHIP
DOCUMENT NO. 2005011334
O.P.R.W.C.T.

CALLED
183.94 ACRES
RCR TAYLOR LAND, L.P.
DOC. NO. 2018058755
O.P.R.W.C.T.

WATKINS NOBLES SURVEY
A-484

THOMAS B LEE SURVEY
A-800

BENJAMIN J TYLER SURVEY
A-631

CALLED
51.4 ACRES
HARVEY BILL HEHMAN
DESCRIBED AS
51.4 ACRES
ED HEHMAN
VOL. 366, PG. 282
D.R.W.C.T.

CALLED
79.49 ACRES
TRACT 2, TRACT TWO
CHRISTOPHER HENRY FRITZ
DOCUMENT NO. 2017012204
O.P.R.W.C.T.

CALLED
0.86 ACRES
TRACT 2
PROPHET CAPITAL
MANAGEMENT, LTD
DOC. NO. 2018032467
O.P.R.W.C.T.

CALLED
151.17 ACRES
TRACT 1
PROPHET CAPITAL
MANAGEMENT, LTD
DOC. NO. 2019032467
O.P.R.W.C.T.

LUCIUS A TYLER SURVEY
A-632

372.76 ACRES
16,237,212 SQ. FT.

CALLED
164.685 ACRES
THE EUGENE R. AND JUDY A.
KANAK LIVING TRUST
DOCUMENT NO. 2015101314
O.P.R.W.C.T.

CALLED
183.84 ACRES
RCR TAYLOR LAND, L.P.
DOC. NO. 2018058736
O.P.R.W.C.T.

REMAINDER
CALLED
62 ACRES
LARRY GENE HAMANN
DOCUMENT NO. 2006104445
O.P.R.W.C.T.

CALLED
95.260 ACRES
BRANDON ROZNOVAK AND
WIFE, ABBY ROZNOVAK
DOCUMENT NO. 2014074516
O.P.R.W.C.T.

228.33 ACRES
6,448,155 SQ. FT.

H.T.&B.R.CO SURVEY
A-315

REMAINDER
CALLED
149.15 ACRES
CHRISTOPHER HENRY FRITZ
DOCUMENT NO. 2017012204
O.P.R.W.C.T.

0.52 ACRES
WILLIAMSON COUNTY, TEXAS
VOL. 391, PG. 543
D.R.W.C.T.

CALLED
5.300 ACRES
CHRISTOPHER H. FRITZ AND
WIFE, TRINA RENEE FRITZ
DOC. NO. 2020002212
O.P.R.W.C.T.

CALLED
2.000 ACRES
BETHANY FRITZ GRISSON AND
HUSBAND, RUSSELL LANE
GRISSON
DOCUMENT NO. 2015010250
O.P.R.W.C.T.

REMAINDER
CALLED
75 ACRES
TONY DANIEL MICHALIK
VOL. 440, PG. 579
D.R.W.C.T.

CALLED
105.275 ACRES
TRACT 1
RCR TAYLOR LAND, L.P.
DOC. NO. 2020166309
O.P.R.W.C.T.

0.6145 ACRES
WILLIAMSON COUNTY, TEXAS
DOC. NO. 2002042967
O.P.R.W.C.T.

FOUND
MAG NAIL ON
TOP OF FENCE
POST

FOUND
1/2" IRON ROD
W/BRYAN TECH
CAP

20' EASEMENT
MANVILLE WATER SUPPLY
CORPORATION
DOC. NO. 2020099181
O.P.R.W.C.T.

FOUND
1/2" IRON ROD

0.14 ACRES
WILLIAMSON COUNTY, TEXAS
VOL. 393, PG. 18
D.R.W.C.T.

15' EASEMENT
MANVILLE WATER SUPPLY
CORPORATION
VOL. 1766, PG. 629
D.R.W.C.T.

0.29 ACRES
WILLIAMSON COUNTY, TEXAS
VOL. 360, PG. 307
D.R.W.C.T.

0.85 ACRES
WILLIAMSON COUNTY, TEXAS
VOL. 361, PG. 175
D.R.W.C.T.

20' WATER LINE EASEMENT
MANVILLE WATER SUPPLY
CORPORATION
DOC. NO. 2018066640
O.P.R.W.C.T.

FOUND
1/2" IRON ROD
W/KC ENG CAP

REMAINDER
CALLED
71.19 ACRES
GEORGE F. KUTZSCHBACH
VOL. 2442, PG. 261
D.R.W.C.T.

CALLED
84.81 ACRES
LARRY GENE HAMANN
DOCUMENT NO. 2010026596
O.P.R.W.C.T.

CENTERLINE
50' PIPELINE EASEMENT
DOC. NO. 2020000711
O.P.R.W.C.T.

GW TYLER SURVEY
A-636
115.04 ACRES
18,078,944 SQ. FT.

CALLED
0.879 ACRES
DENNIS LEE CARTER AND
WIFE, JUDY CARTER
VOL. 2309, PG. 782
D.R.W.C.T.

30' EASEMENT
CITY OF HUITO, TEXAS
DOC. NO. 2017088334
VOL. 361, PG. 175
D.R.W.C.T.

POINT OF
BEGINNING
1/2" IRON ROD
W/COBB FENDELY
CAP

FOUND
1/2" IRON ROD

H.T.&B.R.CO SURVEY
A-318

FOUND
3" STEEL POST

REMAINDER
CALLED
160 ACRES
TRACT 2, TRACT ONE
CHRISTOPHER HENRY FRITZ
DOCUMENT NO. 2017012204
O.P.R.W.C.T.

GEORGE N TYLER SURVEY
A-634

REMAINDER
CALLED
100.718 ACRES, TRACT II
WALLIN FARM & RANCH
PARTNERSHIP, LTD.
DOCUMENT NO. 2004043044
O.P.R.W.C.T.

1.122 ACRES
STATE OF TEXAS
VOL. 1717, PG. 543
D.R.W.C.T.

11.14 ACRES
JORGE A. GONZALEZ AND WIFE,
SONIA H. GONZALEZ
DOCUMENT NO. 2002041732
O.P.R.W.C.T.

18.779 ACRES
WAYNE A. EDDINS AND
TERRI LYNNE EDDINS
DOCUMENT NO.
2008082314
O.P.R.W.C.T.

21.63 ACRES
JAMES A. LACOMPTÉ AND
KATHLEEN T. LACOMPTÉ
DOCUMENT NO. 9721842
O.P.R.W.C.T.

7.47 ACRES-TRACT 2
DREICHENHAIN, INC.
VOL. 824, PG. 448
D.R.W.C.T.

FOUND
1/2" IRON ROD

FOUND
1/2" IRON ROD
IN CONC.

FOUND
1/2" IRON ROD
IN CONC.

FOUND
1/2" IRON ROD

FOUND
1/2" IRON ROD

REMAINDER
CALLED
12.28 ACRES
ALLEN J. URBANEK AND WIFE,
ANN URBANEK
VOL. 2185, PG. 186
D.R.W.C.T.

7.191 ACRES
MARYDOUGLAS R. URBANEK
DOCUMENT NO. 2020039192
O.P.R.W.C.T.

REMAINDER OF
30.206 ACRES
ALLEN J. URBANEK ET AL
VOL. 2009, PG. 923
D.R.W.C.T.

JACOB EBERLY SURVEY
A-923

C.R. 404

C.R. 404

29.88 ACRES
DANIEL EVERETT ZABICK
VOL. 2660, PG. 116
O.P.R.W.C.T.

1.82 ACRES-TRACT 2
CONVEYED TO JAMES A.
LACOMPTÉ DOCUMENT
NO. 2006025960 O.P.R.W.C.T.
DESCRIBED VOL. 536, PG. 694
O.P.R.W.C.T.

148.56 ACRES
6,471,062 SQ. FT.

34.03 ACRES-TRACT 1
CONVEYED TO JAMES A.
LACOMPTÉ DOCUMENT
NO. 2006025960 O.P.R.W.C.T.
DESCRIBED VOL. 536, PG. 694
O.P.R.W.C.T.

23.7 ACRES
SCOTT R. O'CONNOR AND
CARRIE E. O'CONNOR
DOC. 2004068042
O.P.R.W.C.T.

26.63 ACRES
JOHN WILLIAM WILDER
VOL. 2406, PG. 378
O.P.R.W.C.T.

23.00 ACRES
SYLVIA JANETTE POLACH
TR OF THE BRYANT AND POLACH
FAMILY TRUST
VOL. 2406, PG. 378
O.P.R.W.C.T.

242.04 ACRES
BILLY B. TRIMBLE &
BETTY O. TRIMBLE
VOL. 2420, PG. 29
O.P.R.W.C.T.

CALLED
93.583 ACRES
M. MOORE FAMILY FARMS, LLC
DOC. NO. 2018097226
O.P.R.W.C.T.

REMAINDER CALLED
100.47 ACRES
HOWARD E. BUCHHEIM
JR. AND MARGARET
TODDHEIM
DOC. NO. 2018118111
O.P.R.W.C.T.

DESCRIPTION

A 372.76 acres (16,237,212 square feet), tract of land, lying within the Lucius A. Tyler Survey, Abstract 632, the Thomas B. Lee Survey, Abstract 800, the Watkins Nobles Survey, Abstract 484 and the Benjamin J. Tyler Survey, Abstract 631, Williamson County, Texas, and being all of a called 95.260 acre tract, conveyed to Brandon Roznovak and wife, Abby Roznovak in Document No. 2014074516, Official Public Records of Williamson County, Texas, all of the remainder of a called 62 acre tract, conveyed to Larry Gene Hamann in Document No. 2006104445, Official Public Records of Williamson County, Texas, all of a called 164.685 acre tract, conveyed to The Eugene R. and Judy A. Kanak Living Trust in Document No. 2015101314, Official Public Records of Williamson County, Texas and all of a called 51.4 acre tract, conveyed to Harvey Bill Hehman and described in Volume 366, Page 282, Deed Records of Williamson County, Texas, described as follows:

BEGINNING at a 1/2" iron rod with "BRYAN TECH" cap found for the southeastern corner of said 95.260 acre tract also being the point of intersection of the northern right of way line of County Road 404 with the western right of way line of County Road 401, for the **POINT OF BEGINNING** and the southeastern corner of the herein described tract;

THENCE, with the southern line of said 95.260 acre tract and also being the northern right-of-way line of County Road 404, N 82° 10' 39" W, a distance of 1359.65 feet to a 1/2" iron rod found for the southwestern corner of said 95.260 acre tract and also being the southeastern corner of said remainder of 62 acre tract;

THENCE, with the southern line of said remainder of 62 acre tract and also being the northern right-of-way line of County Road 404, N 82° 09' 52" W, a distance of 871.92 feet to a 1/2" iron rod found for the southwestern corner of said remainder of 62 acre tract and also being the southeastern corner of said 164.685 acre tract;

THENCE, with the southern line of said 164.685 acre tract and also being the northern right-of-way line of County Road 404, N 82° 01' 09" W, a distance of 2546.24 feet to a 1/2" iron rod with plastic cap found for the southwestern corner of said 164.685 acre tract and also being an ell corner of a called 194.559 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058746, Official Public Records of Williamson County, Texas, for the southwestern corner of the herein described tract;

THENCE, with the western line of said 164.685 acre tract, being the eastern line of said 194.559 acre tract, the eastern line of a called 183.84 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058736, Official Public Records of Williamson County, Texas and also being the eastern line of a called 183.94 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058735, Official Public Records of Williamson County, Texas, the following three (3) courses and distances;

1. N 07° 20' 22" E, a distance of 963.95 feet to a found post for an ell corner of said 164.685 acre tract and also being an ell corner of said 183.84 acre tract;
2. S 82° 39' 33" E, a distance of 232.48 feet to a 1/2" iron rod with Sam Surveying cap found for an ell corner of said 164.685 acre tract and also being an ell corner of said 183.84 acre tract;
3. N 07° 36' 06" E, a distance of 2035.60 feet to a 1/2" iron rod found for the northwestern corner of said 164.685 acre tract and also being the southwestern corner of a called 305.22 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 2005011334, Official Public Records of Williamson County, Texas, for the most western northwestern corner of the herein described tract;

THENCE, with the northern line of said 164.685 acre tract and also being the southern line of said 305.22 acre tract, S 82° 27' 21" E, a distance of 2297.84 feet to a 1/2" iron rod found for the northeastern corner of said 164.685 acre tract, the northwestern corner of said remainder of 62 acre tract and also being the southwestern corner of said 51.4 acre tract;

THENCE, with the western line of said 51.4 acre tract and also being the eastern line of said 305.22 acre tract, N 07° 13' 32" E, a distance of 978.27 feet to a Post found for the northwestern corner of said 51.4 acre tract and also being the southwestern corner of a called 79.74 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 200501133, Official Public Records of Williamson County, Texas;

THENCE, with the northern line of said 51.4 acre tract and also being the southern line of said 79.74 acre tract, S 82° 46' 28" E, a distance of 2283.33 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northeastern corner of said 51.4 acre tract, the southeastern corner of said 79.74 acre tract and also being on the western right of way line of County Road 401, for the northeastern corner of the herein described tract;

THENCE, with the eastern line of said 51.4 acre tract and also being the western right of way line of County Road 401, S 07° 34' 17" W, a distance of 990.46 feet to a 6" Wood Post found for the southeastern corner of said 51.4 acre tract and also being the northeastern corner of said 95.260 acre tract;

THENCE, with the eastern line of said 95.260 acre tract and also being the western right of way line of County Road 401,

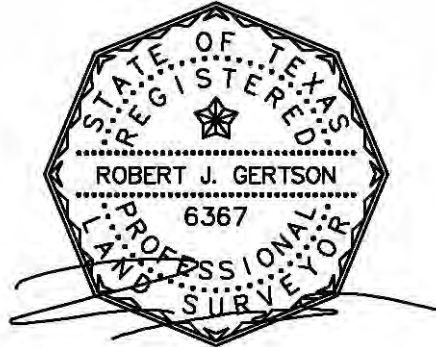
S 08° 05' 03" W, a distance of 3031.44 feet to the **POINT OF BEGINNING**.

Containing 372.76 acres or 16,237,212 square feet, more or less.

BEARING BASIS NOTE

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83 (2011 adjustment), Central Zone (4203). The Grid to Surface combined scale factor is 1.000120.

Robert J. Gertson, RPLS
Texas Registration No. 6367
Atwell, LLC
805 Las Cimas Parkway, Suite 310
Austin, Texas 78746
Ph. 512-904-0505
TBPE LS Firm No. 10193726



08/24/2021

DESCRIPTION

A 415.04 acre (18,078,944 square feet), tract of land, lying within the H.T.&B.R.R.CO. Survey, Abstract 318, the GW Tyler Survey, Abstract 636, the George N. Tyler Survey, Abstract 634 and the Jacob Ebberly Survey, Abstract 923, Williamson County, Texas, and being all of the remainder of a called 100.718 acre tract, (Tract II) conveyed to Wallin Farm & Ranch Partnership, Ltd. in Document No. 2004043044, Official Public Records of Williamson County, Texas, all of the remainder of a called 160 acre tract, (Tract 2) conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas, all of a called 84.81 acre tract, conveyed to Larry Gene Hamann in Document No. 2010026596, Official Public Records of Williamson County, Texas, all of a called 0.879 acre tract, conveyed to Dennis Lee Carter and wife, Judy Carter in Volume 2309, Page 782, Deed Records of Williamson County, Texas and all of the remainder of a called 71.19 acre tract, conveyed to George F. Kutzschback in Volume 2442, Page 261, Deed Records of Williamson County, Texas, described as follows:

BEGINNING at a 1/2" iron rod with cap stamped "COBB FENDLEY" found, for the northeastern corner of said remainder of 100.718 acre tract and also being the intersection point of the western right of way line of Farm to Market Road 973 (R.O.W. varies) with the southern right of way line of County Road 404 (R.O.W. varies) for the **POINT OF BEGINNING** and the northeastern corner of the herein described tract;

THENCE, with the eastern line of said remainder of 100.718 acre tract and also being the western right of way line of Farm to Market Road 973, S 07° 24' 04" W, a distance of 2352.20 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set, for the southeastern corner of said remainder of 100.718 acre tract and also being on the most northern northeastern corner of a called 7.191 acre tract, conveyed to Douglas R. Urbanek in Document No. 2020039592, Official Public Records of Williamson County, Texas, for the southeastern corner of the herein described tract;

THENCE, with the southern line of said remainder of 100.718 acre tract and also being the northern line of said 7.191 acre tract, N 82° 27' 09" W, a distance of 863.47 feet to a 1/2" iron rod found, for the northwestern corner of said 7.191 acre tract and also being the northeastern corner of the remainder of a called 12.28 acre tract, conveyed to Allen J. Urbanek and wife, Mary Ann Urbanek in Volume 2185, Page 186, Deed Records of Williamson County, Texas;

THENCE, with the southern line of said remainder of 100.718 acre tract and also being the northern line of said remainder of 12.28 acre tract, N 82° 15' 01" W, a distance of 1016.75 feet to a 1/2" iron rod found for the southwestern corner of said remainder of 100.718 acre tract, the northwestern corner of said remainder of 12.28 acre tract and also being on the eastern line of the remainder of a called 160 acre tract, (Tract 2) conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas;

THENCE, with a eastern line of said remainder of 160 acre tract and also being the western line of said remainder of 12.28 acre tract, the following two (2) courses and distances:

1. S 07° 20' 47" W, a distance of 47.77 feet to a 1/2" iron rod in concrete found;
2. S 07° 51' 18" W, a distance of 146.86 feet to a 1/2" iron rod in concrete found for the southwestern corner of said remainder of 12.28 acre tract and also being the northwestern corner of the remainder of a called 30.206 acre tract, conveyed to Allen J. Urbanek Et Al in Volume 2009, Page 923, Deed Records of Williamson County, Texas;

THENCE, with the eastern line of said remainder of 160 acre tract, being the western line of said remainder of 30.206 acre tract and also being the western line of a called 11.0165 acre tract, conveyed to Jacqueline Gates and Spouse Thomas Albert Gates in Document No. 2005095595, Official Public Records of Williamson County, Texas, S 07° 40' 36" W, a distance of 1026.85 feet to a 1/2" iron rod found for the southeastern corner of a said remainder of 160 acre tract, the southwestern corner of said 11.0165 acre tract and also being on the northern line of a called 93.583 acre tract, conveyed to M. Moore Family Farms, LLC in Document No. 2018097226, Official Public Records of Williamson County, Texas;

THENCE, with the southern line of said remainder of 160 acre tract and also being the northern line of said 93.583 acre tract, N 82° 16' 01" W, a distance of 1933.26 feet to a 1/2" iron rod found for the southwestern corner of a said remainder of 160 acre tract, the northwestern corner of said 93.583 acre tract and also being on the eastern line of a called 34.03 acre tract, conveyed to James A. LeCompte in Document No. 2006025960, Official Public Records of Williamson County, Texas;

THENCE, with the western line of said remainder of 160 acre tract, the eastern line of said 34.03 acre tract, the eastern line of a called 7.47 acre tract, conveyed to Dreieichenhain, Inc. in Volume 824, Page 448, Deed Records of Williamson County, Texas and the eastern line of a called 21.63 acre tract, conveyed to James A. LeCompte and Kathleen T. LeCompte in Document No. 9721842, Official Records of Williamson County, Texas, N 07° 41' 12" E, a distance of 1831.70 feet to a 3" Steel Post found for the northeastern corner of a said 21.63 acre tract and also being the southeastern corner of said 84.81 acre tract;

THENCE, with the southern line of said 84.81 acre tract, being the northern line of said 21.63 acre tract and also being the northern line of a called 18.779 acre tract, conveyed to Wayne A. Eddins and Terri Lynne Eddins in Document No. 2008082314, Official Public Records of Williamson County, Texas, N 82° 02' 42" W, a distance of 2084.52 feet to a 5" Corner Post found for the southwestern corner of said 84.81 acre tract and also being the southeastern corner of said 71.19 acre tract;

THENCE, with the southern line of said 71.19 acre tract, being the northern line of said 18.779 acre tract and also being the northern line of a called 11.14 acre tract, conveyed to Jorge A. Gonzalez and wife, Sonja H. Gonzalez in Document No. 2002041732, Official Public Records of Williamson County, Texas, N 82° 04' 34" W, a distance of 1756.06 feet to a 1/2" iron rod found for the southwestern corner of said 71.19 acre tract, the northwestern corner of said 11.14 acre tract and also being on the eastern right of way line of County Road 404, for the southwestern corner of the herein described tract;

THENCE, with the western line of said 71.19 acre tract and also being the eastern right of way line of County Road 404, the following two (2) courses and distances:

1. N 07° 17' 54" E, a distance of 1440.51 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the most southern northwestern corner of said 71.19 acre tract and of the herein described tract and also being the point of curvature of a curve to the right;
2. With said curve to the right, an arc distance of 464.06 feet, having a radius of 370.00 feet, an angle of 71° 51' 43", and a chord bearing N 50° 50' 35" E, a distance of 434.24 feet to a 1/2" iron rod with cap stamped "KC ENG" found for the most northern northwestern corner of said 71.19 acre tract and of the herein described tract and also being on the southern right of way line of County Road 404;

THENCE, with the northern line of said 71.19 acre tract and also being the southern right of way line of County Road 404, S 82° 00' 45" E, a distance of 1463.50 feet to a Mag Nail on Top of Fence Post found for the northeastern corner of said 71.19 acre tract and also being the northwestern corner of said 84.81 acre tract;

THENCE, with the northern line of said 84.81 acre tract and also being the southern right of way line of County Road 404, the following two (2) courses and distances:

1. S 82° 10' 07" E, a distance of 718.39 feet to a 1/2" iron rod with "BRYAN TECH" cap found;
2. S 81° 52' 45" E, a distance of 1365.92 feet to a 1/2" iron rod found for the northeastern corner of said 84.81 acre tract and also being the northwestern corner of said remainder of called 160 acre tract;

THENCE, with the northern line of said remainder of 160 acre tract and also being the southern right of way line of County Road 404, S 82° 11' 33" E, a distance of 1941.14 feet to a fence corner found for the northeastern corner of said remainder of 160 acre tract and also being the northwestern corner of said 0.879 acre tract;

THENCE, with the northern line of said 0.879 acre tract and also being the southern right of way line of County Road 404, S 80° 54' 23" E, a distance of 188.66 feet to a fence corner found for the northeastern corner of said 0.879 acre tract also being an ell corner of the remainder of said 100.718 acre tract

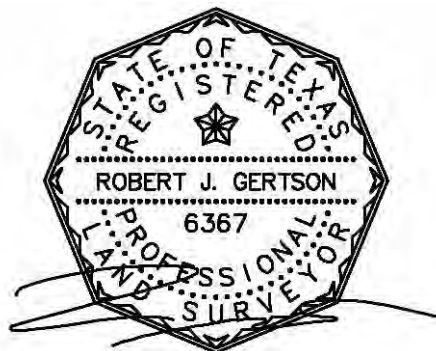
THENCE, with the northern line of said remainder of 100.718 acre tract and also being the southern right of way line of County Road 404, S 82° 09' 51" E, a distance of 1677.53 feet to the **POINT OF BEGINNING**.

Containing 415.04 acres or 18,078,944 square feet, more or less.

BEARING BASIS NOTE

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83 (2011 adjustment), Central Zone (4203). The Grid to Surface combined scale factor is 1.000120.

Robert J. Gertson, RPLS
Texas Registration No. 6367
Atwell, LLC
805 Las Cimas Parkway, Suite 310
Austin, Texas 78746
Ph. 512-904-0505
TBPE LS Firm No. 10193726



08/19/2021

DESCRIPTION

A 228.33 acre (9,945,920 square feet), tract of land, lying within the H.T.&B.R.R.CO. Survey, Abstract 315, Williamson County, Texas, and being all of a called 5.300 acre tract, conveyed to Christopher H. Fritz and wife, Trina Renee Fritz in Document No. 2020002212, Official Public Records of Williamson County, Texas, all of a called 2.000 acre tract, conveyed to Bethany Fritz Grissom and husband, Russell Lane Grissom in Document No. 2015010250, Official Public Records of Williamson County, Texas, all of a called 0.86 acre tract, (Tract 2) conveyed to Prophet Capital Management, LTD in Document No. 2019032467, Official Public Records of Williamson County, Texas, all of the remainder of a called 149.15 acre tract, (Tract 5), conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas and all of a called 79.49 acre tract, (Tract 2 – Tract 2) conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas, described as follows:

BEGINNING at a 1/2" iron rod with "BRYAN TECH" cap found for the southwestern corner of said 5.300 acre tract and also being the point of intersection of the northern right of way line of County Road 404 with the eastern right of way line of County Road 401, for the **POINT OF BEGINNING** and the southwestern corner of the herein described tract;

THENCE, with the western line of said 5.300 acre tract and also being the eastern right-of-way line of County Road 401, N 07° 49' 01" E, a distance of 352.00 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northwestern corner of said 5.300 acre tract and also being an ell corner of said remainder of 149.15 acre tract;

THENCE, with the western line of said remainder of 149.15 acre tract and also being the eastern right of way line of County Road 401, N 07° 49' 01" E, a distance of 2491.60 feet to a PK nail in asphalt set for the northwestern corner of said remainder of 149.15 acre tract and also being the southwestern corner of said 0.86 acre tract;

THENCE, with the western line of said 0.86 acre tract and also being the eastern right of way line of County Road 401, N 09° 41' 07" E, a distance of 19.59 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northwestern corner of said 0.86 acre tract and also being southwestern corner of said 79.49 acre tract;

THENCE, with the western line of said 79.49 acre tract and also being the eastern right of way line of said County Road 401, N 07° 06' 15" E, a distance of 1524.62 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the most western northwestern corner of said 79.49 acre tract and also being the southwestern corner of a called 8.43 acre tract, conveyed to Russel Ripple in Volume 1745, Page 154, Deed Records of Williamson County, Texas, for the most western northwestern corner of the herein described tract;

THENCE, with a northern line of said 79.49 acre tract and also being the southern line of said 8.43 acre tract, the following three (3) course and distances:

1. S 83° 44' 37" E, a distance of 441.18 feet to a 1/2" iron rod found;
2. N 77° 19' 50" E, a distance of 137.53 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;
3. S 86° 50' 59" E, a distance of 224.17 feet to a 1/2" iron rod found for an ell corner of said 79.49 acre tract and also being the southeastern corner of said 8.43 acre tract;

THENCE, with a western line of said 79.49 acre tract and also being the eastern line of said 8.43 acre tract, N 10° 54' 30" E, a distance of 409.12 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for an ell corner of said 79.49 acre tract, the northeastern corner of said 8.43 acre tract and also being the northern line of a called 48.100 acre tract, conveyed to Laurice Marie Bush in Document No. 2018101419, Official Public Records of Williamson County, Texas;

THENCE, with a northern line of said 79.49 acre tract and also being the southern line of said 48.100 acre tract, S 82° 28' 10" E, a distance of 1084.96 feet to 1/2" iron rod found for the northeastern corner of said 79.49 acre tract, being the southeastern corner of said 48.100 acre tract and also being on the western line of a called 151.17 acre tract, (Tract 1) conveyed to Prophet Capital Management, LTD in Document No. 2019032467, Official Public Records of Williamson County, Texas, for the northeastern corner of the herein described tract

THENCE, with the eastern line of said 79.49 acre tract and also being the western line of said 151.17 acre tract, S 07° 08' 58" W, a distance of 2007.41 feet to a 1/2" iron rod found for the southeastern corner of said 79.49 acre tract and also being the northeastern corner of said 0.86 acre tract;

THENCE, with the eastern line of said 0.86 acre tract and also being the western line of said 151.17 acre tract, S 16° 12' 59" W, a distance of 23.14 feet to a 1/2" iron rod found for an angle point of said remainder of 149.15 acre tract, the southeastern corner of said 0.86 acre tract and also being the southwestern corner of said 151.17 acre tract;

THENCE, with the northern line of said remainder of 149.15 acre tract and also being the southern line of said 151.17 acre tract, S 82° 21' 54" E, a distance of 365.25 feet to a 1/2" iron rod found for the northeastern corner of said remainder of 149.15 acre tract and also being the northwestern corner of a called 75 acre tract, conveyed to Tony Daniel Michalik in Volume 440, Page 579, Deed Records of Williamson County, Texas;

THENCE, with the eastern line of said remainder of 149.15 acre tract and also being the western line of said 75 acre tract, the following five (5) courses and distances:

1. S 07° 50' 32" W, a distance of 1249.86 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;
2. N 82° 10' 24" W, a distance of 158.33 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;
3. S 07° 49' 36" W, a distance of 40.00 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;
4. S 82° 10' 24" E, a distance of 158.33 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;
5. S 07° 48' 15" W, a distance of 1561.15 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the southeastern corner of said remainder of 149.15 acre tract, the southwestern corner of said 75 acre tract and also being on the northern right of way line of County Road 404, for the southeastern corner of the herein described tract

THENCE, with the southern line of said remainder of 149.15 acre tract and also being the northern right of way line of County Road 404, N 82° 10' 59" W, a distance of 117.38 feet to a 1/2" iron rod found for an ell corner of said remainder of 149.15 acre tract and also being the southeastern corner of said 2.000 acre tract;

THENCE, with the southern line of said 2.000 acre tract and also being the northern right-of-way line of County Road 404, N 82° 10' 59" W, a distance of 619.59 feet to a 1/2" iron rod with cap stamped "BRYAN TECH" found for the southwestern corner of said 2.00 acre tract and also being an ell corner of said 149.15 acre tract;

THENCE, with the southern line of said remainder of 149.15 acre tract and also being the northern right of way line of County Road 404, N 82° 10' 59" W, a distance of 874.15 feet to a 1/2" iron rod found for an ell corner of said remainder of 149.15 acre tract and also being the southeastern corner of said 5.300 acre tract;

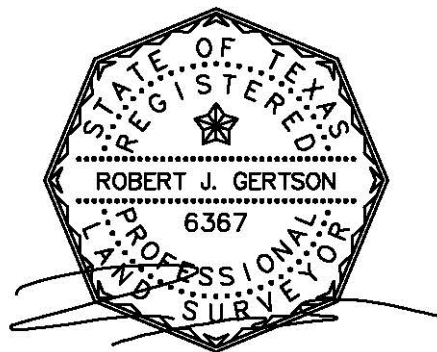
THENCE, with the southern line of said 5.300 acre tract and also being the northern right of way line of County Road 404, N 82° 10' 59" W, a distance of 655.87 feet to the **POINT OF BEGINNING**.

Containing 228.33 acres or 9,945,920 square feet, more or less.

BEARING BASIS NOTE

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83 (2011 adjustment), Central Zone (4203). The Grid to Surface combined scale factor is 1.000120.

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Austin, Texas 78746
Ph. 512-904-0505
TBPE LS Firm No. 10193726



08/19/2021

DESCRIPTION

A 148.56 acres (6,471,062 square feet), tract of land, lying withing the H.T. & B.R.R.CO. Survey, Abstract 318, Williamson County, Texas, and being all of a called 11.14 acre tract, conveyed to Jorge A. Gonzalez and Wife, Donja H. Gonzales in Document No. 2002041732, Official Public Records of Williamson County, Texas, all of a called 18.779 acres conveyed to Wayne A Eddins and Terri Lynne Eddins in Document No. 2008082314, Official Public Records of Williamson County, Texas, all of a called 21.63 acres conveyed to James A. LeCompte and Kathleen T. LeCompte in Document No. 9721842, Official Public Records of Williamson County, Texas, all of a called 7.47 acres – Tract 2 conveyed to Dreieichenhain, Inc. in Volume 824, Page 448 Deed Records of Williamson County, Texas, all of a called 34.03 acres – Tract 1 conveyed to James A. LeCompte in Document No. 2006025960, described in Volume 536, Page 694, Official Public Records of Williamson County, Texas, all of a called 23.7 acres conveyed to Scott R. O'Connor and Carrie E. O'Connor in Document No. 2004068042, Official Public Records of Williamson County, Texas, and all of a called 29.88 acres conveyed to Daniel Everett Zabcik in Volume 2660, Page 116, Official Public Records of Williamson County, Texas, and all of a called 1.82 acres – Tract 2 conveyed to James A. LeCompte in Document No. 2006025960, described in Volume 536, Page 694, Official Public Records of Williamson County, Texas, described as follows:

BEGINNING at a 1/2" iron rod found for the northernmost corner of said 11.14 acre tract, also being the southwestern corner of the remainder of a called 71.19 acre tract conveyed to George F. Kutzschbach in Volume 2442, Page 261, Deed Records of Williamson County, Texas, also being the eastern right of way line of County Road 404 (R.O.W. varies) for the **POINT OF BEGINNING** and the northernmost corner of the herein described tract;

THENCE, with the northern line of said 11.14 acre tract and said 18.779 acre tract, also being the southern line of said 71.19 acre tract, S 82° 04' 34" E, a distance of 1756.06 feet to a 5" fence corner post found for the southeastern corner of said 71.19 acre tract, also being the southwestern corner of a called 84.81 acre tract conveyed to Larry Gene Hamann in Document No. 2010026596 for a northern corner of the herein described tract;

THENCE, with the northern line of said 18.779 acre tract, also being the southern line of said 84.81 acre tract and also being the northern line of said 21.63 acre tract, S 82° 02' 42" E, a distance of 2084.52 feet to a 3" steel corner post found for the southernmost corner of said 84.81 acre tract, also being on the western line of the remainder of a called 160 acre tract, (Tract 2) conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas; for the easternmost corner of the herein described tract;

THENCE, with the western line of said remainder of 160 acre tract also being the eastern line of said 21.63 acre tract, the eastern line of said 7.47 acre tract and the eastern line of said 34.03 acre tract, S 07° 41' 12" W, passing a point at a distance of 1831.70 feet for the southwestern corner of said remainder of 160 acre tract, also being a northwestern corner of a called 93.583 continuing for a total distance of 2677.90 feet to the southernmost point of the herein described tract, also being a northeastern corner of a called 242.04 acre tract conveyed to Billy B. Trimble and Betty O. Trimble in Volume 2420, Page 29, Official Public Records of Williamson County, Texas, and also being in the western line of said 93.583 acre tract;

THENCE, with the southern line of said 34.03 acre tract and also being the northern line of said 242.04 acre tract, the following three (3) courses and distances:

1. N 39° 32' 48" W, a distance of 834.00 feet to point on the southern line of the herein described tract;
2. N 34° 48' 48" W, a distance of 90.20 feet to point on the southern line of the herein described tract;
3. S 84° 53' 12" W, a distance of 145.60 feet to point on the southern line of the herein described tract; also being a northern corner of said 242.04 acre tract and a northeastern corner of a called 26.63 acre tract conveyed to John William Wilder in Volume 2406, Page 378 Official Public Records of Williamson County, Texas;

THENCE, with the southern line of said 34.03 acre tract also being the northern line of said 26.63 acre tract, the following two (2) courses and distances:

1. N 82° 18' 48" W, a distance of 416.80 feet to point on the southern line of the herein described tract;
2. N 07° 41' 04" E, a distance of 175.76 feet to point on the southern line of the herein described tract, also being the southernmost corner of said 23.7 acre tract;

THENCE, with the southern line of said 23.7 acre tract also being the northern line of said 26.63 acre tract, N 82° 27' 12" W, a distance of 2603.86 feet to point for the southwestern corner of said 23.7 acre tract and the herein described tract, also being the northernmost corner of said 26.63 acre tract also being on the eastern line of said right of way line of County Road 404 (R.O.W. varies);

THENCE, with the eastern right of way line of County Road 404 (R.O.W. Varies) also being the western line of said 23.7 acre tract, western line of said 29.88 acre tract, and western line of said 1.82 acre tract, N 07° 32' 48" E, a distance of 924.78 feet to the southwestern corner of a called 30.00 acre tract conveyed to Arlon Wayne Graef, Et Ux, in Document No. 199644849 Official Public Records of Williamson County, Texas, also being a northwestern corner of said 1.82 acre tract and the herein described;

THENCE, with the southern line of said 30.00 acre tract also being the northern line of said 1.82 acre tract, S 82° 27' 14" E, a distance of 2613.60 feet to a point for the southeast corner of said 30.00 acre tract, also being a point on the northern line of said 1.82 acre tract and a point on the western line of said 7.47 acre tract and an ell corner of the herein described;

THENCE, with the eastern line of said 30.00 acre tract also being the western line of said 7.47 acre tract and said 21.63 acre tract, N 06° 48' 40" E, a distance of 479.34 feet to the northeast corner of said 30.00 acre tract, also being the southeast corner of said 18.779 acre tract and a point on the western line of said 21.63 acre tract for an ell corner of the herein described;

THENCE, with the northern line of said 30.00 acre tract also being the southern line of said 18.779 acre tract and said 11.14 acre tract, N 81° 59' 56" W, a distance of 2607.53 feet to the southwestern corner of said 11.14 acre tract, also being the northernmost corner of said 30.00 acre tract also being on the eastern line of said right of way line of County Road 404 (R.O.W. varies);

THENCE, with the eastern right of way line of County Road 404 (R.O.W. Varies) also being the western line of said 11.14 acre tract, N 07° 32' 52" E, a distance of 500.22 feet to the **POINT OF BEGINNING**.

Containing 148.56 acres or 6,471,062 square feet, more or less.

BEARING BASIS NOTE

This boundary exhibit was prepared from record information and Central Appraisal District Linework. No on the ground survey was performed.

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09/02/2021

DESCRIPTION

A 53.39 ACRE (2,325,666 SQUARE FEET), TRACT OF LAND, LYING WITHIN THE JACOB EBBERLY SURVEY, ABSTRACT 923, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE REMAINDER OF A CALLED 12.28 ACRE TRACT, CONVEYED TO ALLEN J. URBANEK AND WIFE, MARY ANN URBANEK IN VOLUME 2185, PAGE 186, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF A CALLED 7.191 ACRE TRACT, CONVEYED TO DOUGLAS R. URBANEK IN DOCUMENT NO. 2020039592, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF THE REMAINDER OF A CALLED 30.206 ACRE TRACT, CONVEYED TO ALLEN J. URBANEK ET AL IN VOLUME 2009, PAGE 923, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND ALL OF A CALLED 11.0165 ACRE TRACT, CONVEYED TO JACQUELINE GATES AND SPOUSE THOMAS ALBERT GATES IN DOCUMENT NO. 2005095595, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND, FOR THE NORTHWESTERN CORNER OF SAID REMAINDER OF 12.28 ACRE TRACT, THE SOUTHWESTERN CORNER OF THE REMAINDER OF A CALLED 100.718 ACRE TRACT, (TRACT II) CONVEYED TO WALLIN FARM & RANCH PARTNERSHIP, LTD. IN DOCUMENT NO. 2004043044, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND ALSO BEING ON THE EASTERN LINE OF THE REMAINDER OF A CALLED 160 ACRE TRACT, (TRACT 2) CONVEYED TO CHRISTOPHER HENRY FRITZ IN DOCUMENT NO. 2017012204, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE POINT OF BEGINNING AND THE NORTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHERN LINE OF SAID REMAINDER OF 12.28 ACRE TRACT ALSO BEING THE SOUTHERN LINE OF SAID REMAINDER OF 100.718 ACRE TRACT, S 82° 15' 01" E, A DISTANCE OF 1016.75 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEASTERN CORNER OF SAID REMAINDER OF 12.28 ACRE TRACT ALSO BEING THE NORTHWESTERN CORNER OF SAID 7.191 ACRE TRACT;

THENCE, WITH THE NORTHERN LINE OF SAID 7.191 ACRE TRACT ALSO BEING THE SOUTHERN LINE OF SAID REMAINDER OF 100.718 ACRE TRACT, S 82° 27' 09" E, A DISTANCE OF 863.47 FEET TO A POINT FOR THE MOST NORTHERN NORTHEASTERN CORNER OF SAID 7.191 ACRE TRACT, THE SOUTHEASTERN CORNER OF SAID REMAINDER OF 100.718 ACRE TRACT AND ALSO BEING ON THE WESTERN RIGHT OF WAY LINE OF FARM TO MARKET ROAD 973 (R.O.W. VARIES), FOR THE NORTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EASTERN LINE OF SAID 7.191 ACRE TRACT AND ALSO BEING THE WESTERN RIGHT OF WAY LINE OF FARM TO MARKET ROAD 973 THE FOLLOWING THREE COURSES AND DISTANCES:

S 06° 35' 52" W, A DISTANCE OF 48.02 FEET TO A POINT;
S 82° 28' 24" E, A DISTANCE OF 20.02 FEET TO A POINT;
S 07° 23' 10" W, A DISTANCE OF 307.07 FEET TO THE SOUTHEASTERN CORNER OF SAID 7.191 ACRE TRACT AND THE NORTHEASTERN CORNER OF SAID REMAINDER OF 30.206 ACRE TRACT;

THENCE, WITH THE EASTERN LINE OF SAID REMAINDER OF 30.206 ACRE TRACT AND ALSO BEING THE WESTERN RIGHT OF WAY LINE OF FARM TO MARKET ROAD 973, S 07° 48' 25" W, A DISTANCE OF 617.60 FEET TO THE SOUTHEASTERN CORNER OF SAID REMAINDER OF 30.206 ACRE TRACT AND THE NORTHEASTERN CORNER OF SAID 11.0165 ACRE TRACT;

THENCE, WITH THE EASTERN LINE OF SAID 11.0165 ACRE TRACT AND ALSO BEING THE WESTERN RIGHT OF WAY LINE OF FARM TO MARKET ROAD 973, S 06° 37' 57" W, A DISTANCE OF 253.58 FEET TO THE SOUTHEASTERN CORNER OF SAID 11.0165 ACRE TRACT AND THE NORTHEASTERN CORNER OF THE REMAINDER OF A CALLED 100.43 ACRE TRACT, CONVEYED TO HOWARD E. TEICHELMAN JR. AND MARGARET TEICHELMAN IN DOCUMENT NO. 2011011311, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHERN LINE OF SAID 11.0165 ACRE TRACT, THE NORTHERN LINE OF REMAINDER OF A CALLED 100.43 ACRE TRACT AND THE NORTHERN LINE OF A CALLED 93.583 ACRE TRACT, CONVEYED TO M. MOORE FAMILY FARMS, LLC IN DOCUMENT NO. 2018097226, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, N 82° 12' 07" W, A DISTANCE OF 1906.09 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWESTERN CORNER OF SAID 11.0165 ACRE TRACT AND THE SOUTHEASTERN CORNER OF A SAID REMAINDER OF 160 ACRE TRACT, FOR THE SOUTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EASTERN LINE OF SAID REMAINDER OF 160 ACRE TRACT, BEING THE WESTERN LINE OF SAID REMAINDER OF 30.206 ACRE TRACT AND ALSO BEING THE WESTERN LINE OF SAID 11.0165 ACRE TRACT, N 07° 40' 36" E, A DISTANCE OF 1026.85 FEET TO A 1/2" IRON ROD IN CONCRETE FOUND FOR THE SOUTHWESTERN CORNER OF SAID REMAINDER OF 12.28 ACRE TRACT AND ALSO BEING THE NORTHWESTERN CORNER OF THE REMAINDER OF A SAID 30.206 ACRE TRACT;

THENCE, WITH A EASTERN LINE OF SAID REMAINDER OF 160 ACRE TRACT AND ALSO BEING THE WESTERN LINE OF SAID REMAINDER OF 12.28 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

N 07° 51' 18" E, A DISTANCE OF 146.86 FEET TO A 1/2" IRON ROD IN CONCRETE FOUND;
N 07° 20' 47" E, A DISTANCE OF 47.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 53.39 ACRES OR 2,325,666 SQUARE FEET, MORE OR LESS.

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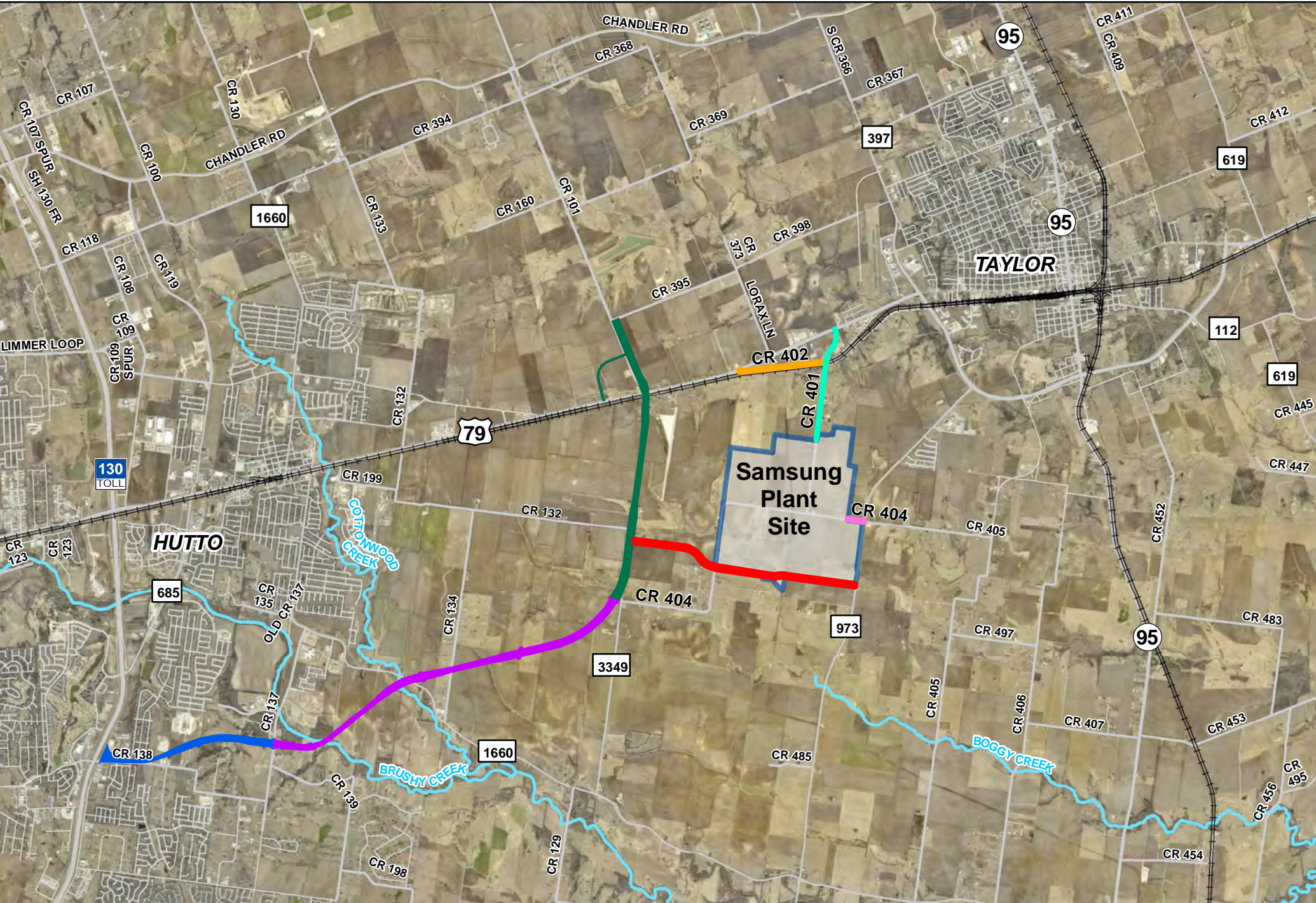


08/19/2021

EXHIBIT B

PUBLIC IMPROVEMENTS

[See attached]



Full Site Operations Access

- Future County Road
- CR 401
- CR 404
- CR 402

- SE Loop (SH 130 to CR 395)
(Controlled Access Facility)**
- Segment 1
 - Segment 2
 - Segment 3

- Samsung Development
- Union Pacific Railroad
- Rivers/Streams

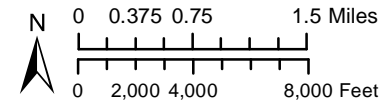
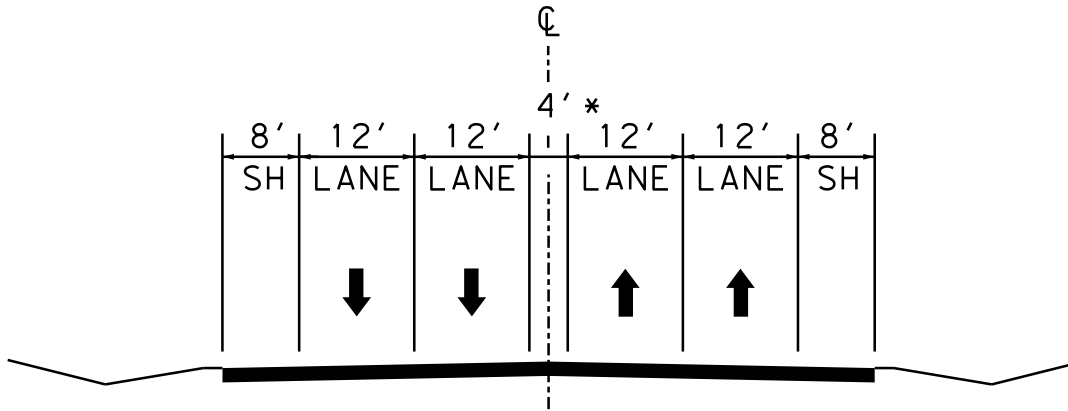


EXHIBIT C
TYPICAL SECTION

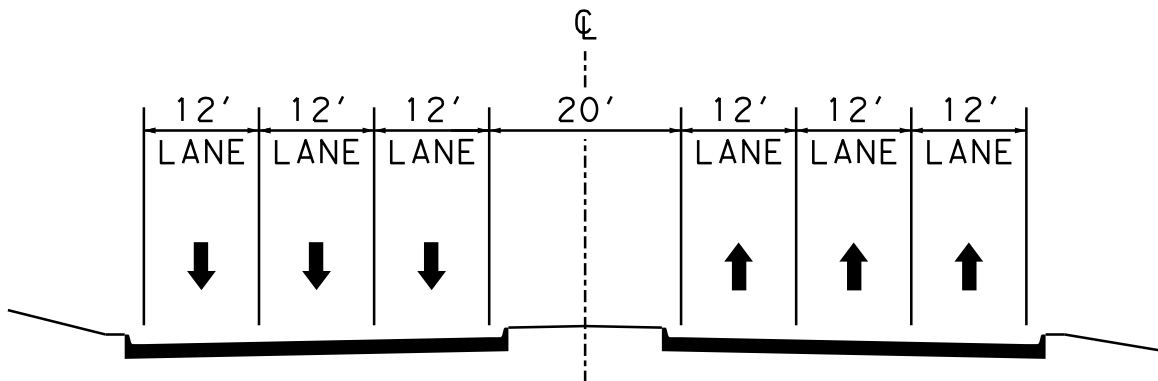
[See attached]

TYPICAL SECTION EXHIBIT
CR 401, CR 404, FUTURE COUNTY ARTERIAL



INTERIM SECTION
CR 401, CR 404, AND FUTURE COUNTY ARTERIAL

*FLUSH MEDIAN IN ACCORDANCE WITH AMERICAN ASSOCIATION
OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS DESIGN CRITERA



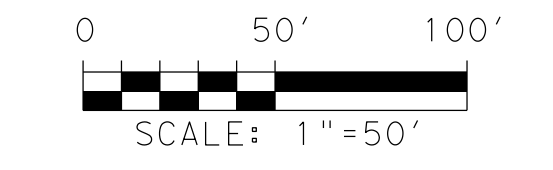
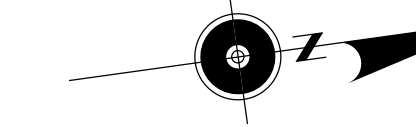
ULTIMATE SECTION
CR 401, CR 404, AND FUTURE COUNTY ARTERIAL

EXHIBIT D

UTILITY MAP

[See attached]

7/26/2021 4:49:23 PM G:\CFA\2014\0308801*W1\1\Tomson\County*2013*Road*Bond\DESIGN\CR_401\CR-401*IC-RFP-1*Abandoned.dgn



LEGEND

- EXISTING ROW
- ABANDONED/REMOVED UTILITY
- LVL B LVL C/D OVERHEAD UTILITIES:
- OH-1 OH-1 ONCOR
- TELECOMMUNICATION:
- T1-1 T1-1 AT&T UG
- WATER:
- W1-2 W1-2 JONAH WATER 2"
- W1-2 W1-2 MANVILLE WSC 2"
- W2-16 W2-16 CITY OF HUTTO 16"



TBPELS Firm Registration No. F-274
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Austin, Texas 78752
512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

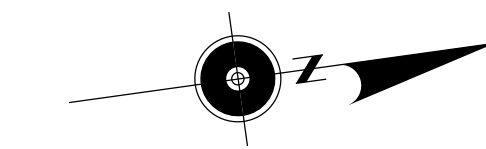
CR 401
ABANDONED UTILITY EXHIBIT

DESIGN BY: SG	SCALE: HORIZONTAL: 1"=50'
DRAWN BY: BH	SHEET: 1 OF 4
CHECKED BY: EK	
APPROVED BY: HS	
PROJECT NO:	
DATE: 7/26/2021	



LEGEND

- EXISTING ROW
- ABANDONED/REMOVED UTILITY
- LVL B LVL C/D OVERHEAD UTILITIES:
- ONCOR
- TELECOMMUNICATION:
- AT&T UG
- WATER:
- JONAH WATER 2"
- MANVILLE WSC 2"
- CITY OF HUTTO 16"

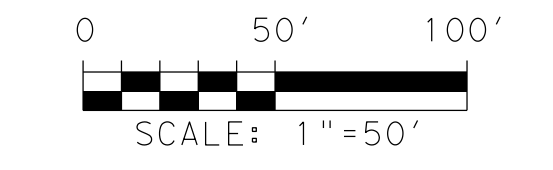
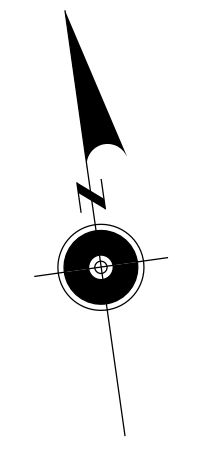


CR 401
 ABANDONED UTILITY EXHIBIT

DESIGN BY: SG	SCALE: HORIZONTAL: 1"=50'
DRAWN BY: BH	SHEET: 2 OF 4
CHECKED BY: EK	
APPROVED BY: HS	
PROJECT NO:	
DATE: 7/26/2021	

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LEGEND

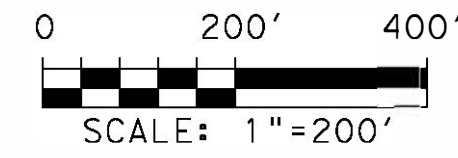
- EXISTING ROW
- ABANDONED/REMOVED UTILITY
- LVL B LVL C/D OVERHEAD UTILITIES:
- OHE-1 --- OHE-1 --- ONCOR
- OHE-2 --- OHE-2 --- TELECOMMUNICATION:
- T1-1 --- T1-1 --- AT&T UG
- W1-2 --- W1-2 --- WATER:
- W2-16 --- W2-16 --- JONAH WATER 2"
- W2-16 --- W2-16 --- MANVILLE WSC 2"
- W2-16 --- W2-16 --- CITY OF HUTTO 16"



CobbFendley
 TBPELS Firm Registration No. F-274
 505 East Huntland Drive, Suite 100
 Austin, Texas 78752
 512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

CR 404
 ABANDONED UTILITY EXHIBIT

DESIGN BY: BK	SCALE: HORIZONTAL: 1"=50'
DRAWN BY: BK	
CHECKED BY: N/A	
APPROVED BY: N/A	
PROJECT NO: 1903-099-05	SHEET: 4 OF 4
DATE: 7/26/2021	



LEGEND

- PROPOSED ROW
- EXISTING ROW
- PROPOSED ROADWAY
- PROPOSED DRAINAGE
- UTILITY EASEMENT
- FLOOD PLAIN

- | LVL B | LVL C/D | OVERHEAD UTILITIES: |
|---|---|------------------------|
| --- OH-1 | --- OH-1 | ONCOR |
| --- T1-1 | --- T1-1 | TELECOMMUNICATION: |
| | | AT&T UG |
| --- G1-36 | --- G1-36 | GAS: |
| | | WINK TO WEBSTER 36" |
| --- W1-2 | --- W1-2 | WATER: |
| --- W1-3 | --- W1-3 | MANVILLE 2" |
| --- W1-12 | --- W1-12 | MANVILLE 3" |
| --- W2-16 | --- W2-16 | MANVILLE 12" |
| --- W3-4 | --- W3-4 | CITY OF HUTTO 16" |
| | | CITY OF HUTTO 16" PROP |
| | | JONAH WATER 4" |

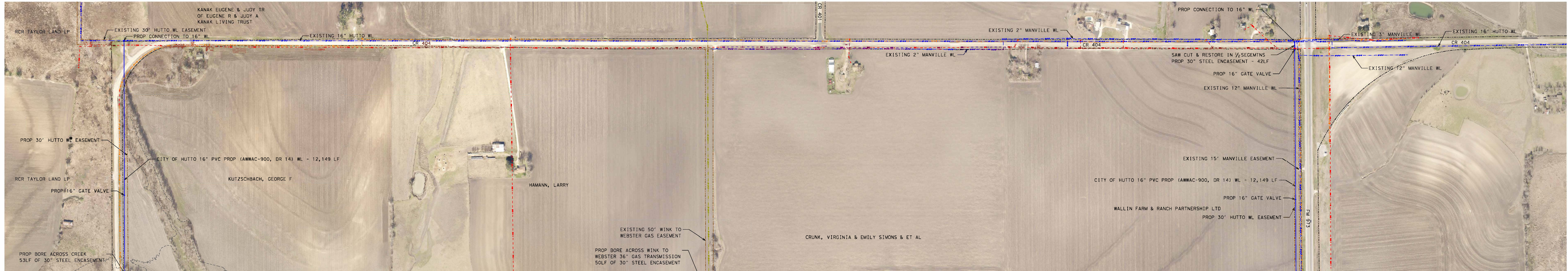
QUALITY LEVELS
 Quality Level T- Existing Records: Utilities are plotted from review of available records.
 Quality Level C- Surface Mobile Feature Survey: Quality Level T- information from existing records is correlated with surveyed surface-visible features.
 Quality Level B- Designated: In-situ horizontal, vertical, and depth information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to appropriate survey control. Utility exists are for information only.



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**CITY OF HUTTO
 16" TRANSMISSION
 WATERLINE REALIGNMENT
 OPTION**

DESIGN BY: BK	SCALE: HORIZONTAL: 1"=200'
DRAWN BY: BK	SHEET: 1 OF 1
CHECKED BY: CW	
APPROVED BY: HS	
PROJECT NO: 1903-099-05	
DATE: 7/26/2021	



7/26/2021 2:24:15 PM G:\CFA\2014\0308801\WILLIAMSON\County\2013\Road\Bond\DESIGN\CR_404\WORKSPACE\Work\In\DA\HCR-404*UC*RP-OP\TIDN_1.dgn