POSSESSION AND USE AGREEMENT FOR TRANSPORTATION/UTILITY PURPOSES

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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Project: Future County Road and CR 404

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS (the "County"), and Samsung Austin Semiconductor, LLC, a Delaware limited liability company (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed reasonably necessary by the County, an irrevocable right to possession and use of portions of the Grantor's property for the purpose of constructing the Future County Road and CR 404 and related appurtenances and utility relocations (the "Roadway Construction Projects") according, in part, to that certain Williamson County Development Agreement (the "Development Agreement") recorded under Document No. 2022044232 in the Public Records of Williamson County, Texas. The property subject to this Agreement is described fully in field notes, plat map or other description (attached as "Exhibit "A") and made a part of this Agreement by reference (the "Property").

- 1. For the consideration paid by the County which is set forth in Paragraph 2 below and the Development Agreement, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County the right of entry and possession and use of the Property for the purpose of constructing the Roadway Construction Projects and related utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Projects. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed reasonably necessary by the County for the purpose of the Roadway Construction Projects. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.
- 2. In full consideration for this irrevocable grant of possession and use and other Grantor and Grantee covenants, warranties, and obligations under this Agreement, the County and Grantor agree to postpone any proceeding with a formal condemnation proceedings so that the parties may engage in additional good faith efforts to negotiate all available monetary and non-monetary compensation alternatives for acceptable conveyance of the Property upon terms which are acceptable to the parties herein. The County will be entitled to take possession and use of the Property upon full execution and recording of this document by County in the Official Records of Williamson County, subject to the conditions in Paragraph 13 below, if any. The parties agree that the conditions and representations in this Agreement and the Development Agreement represent adequate and full compensation for the possession and use of the Property.

- 3. The effective date of this Agreement will be the date on which the final required party executes the Agreement (the "Effective Date").
- 4. The Grantor warrants and represents by, through, or under Grantor but not otherwise, that, except for the Permitted Encumbrances (defined below), the title to the Property is free and clear of all liens and encumbrances (and any subsequent updates prior to the Effective Date) that would interfere with the Roadway Construction Projects, and that, if required, proper releases will be executed for the Property prior to the commencement of the Roadway Construction Projects project work. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.
- 5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.
- This Agreement is made with the understanding that the County will continue to proceed with acquisition of interest(s) in the Property as described in the Development Agreement and as further required by the County. The Grantor reserves all rights of compensation for the proposed interest(s) in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for the proposed interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings, except as such removal or construction of improvements may impact or damage the Remainder. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
- 7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until sixty (60) days after entry of judgment.
- 8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Projects without delay and to allow the Grantor and Grantee to continue negotiations for monetary and/or non-monetary alternative forms of compensation for the Property which is acceptable to both parties. The Grantor expressly acknowledges that the proposed Roadway Construction Projects is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway

- Construction Projects, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
- 9. The undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date until the Property has been conveyed to the County.
- 10. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
- 11. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
- 12. It is agreed the County will record this document.
- 13. To the extent allowed by law, Grantee agrees to defend, indemnify and hold Grantor and its successors and assigns, and Grantor property harmless from any and all injuries, losses, liens, claims judgments, liabilities, costs, expenses or actual damages (including reasonable attorneys' fees and court costs) that are incurred by Grantor to the extent arising out of or in connection with the Roadway Construction Projects work by Grantee or its authorized representatives and agents.
- 14. This Agreement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the property, including but not limited to (a) the Exxon/Winks Pipeline, (b) natural gas lines, (c) any existing water, wastewater, fire water, or drainage facilities, and (d) any easements contemplated or included in the Chapter 212 Development Agreement with the City of Taylor Texas, recorded as Document Number 2022044163 in the Public Records of Williamson County, Texas, the Development Agreement with Williamson County, recorded as Document Number 2022044232 in the Public Records of Williamson County, Texas, and that certain Water Utility Easement by and between Grantor and the City of Hutto, Texas, recorded as Document No. 2022061139 in the Public Records of Williamson County, Texas (the "Permitted Encumbrances").
- 15. Exxon/Winks Pipeline Relocation. So long as such relocation does not unreasonably interfere with the Roadway Construction Projects, Grantor or its designee reserves the right to relocate relevant portions of the Exxon/Winks Pipeline such that it crosses the Property. Grantee shall grant to the pipeline owner/operator at no cost to the Company, one or more nonexclusive perpetual easements for the purposes of such relocation. Such encroachment is subject to review and approval by Grantee, which shall not be unreasonably withheld.
- 16. Other conditions: N/A

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

Samsung Austin Semiconductor, LLC, a Delaware limited liability company

Ву:

Name:_Sangki Bae

Its: CFO

ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF TRANS

This instrument was acknowledged before me on this the 2 day of August, 2022 by Sangki Bae, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

ELIZABETH CATHERINE WHITTEN
Notary ID #10647865
My Commission Expires
March 18, 2025

COUNTY:

WILLIAMSON COUNTY, TEXAS

Bill Gravell, Jr. County Judge

ACKNOWLEDGMENT

STATE OF TEXAS COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 2th day of August, 2022 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

REBECCA PRUITT
Notary Public, State of Texas
Comm. Expires 08-31-2024
Notary ID 132650479

Notary Public, State of Texas

County: Williamson Page 1 of 4
Parcel No.: 12
June 24, 2022

Highway: C.R. 401/404 Limits: From: FM 973

To: Intersection of US 79

PROPERTY DESCRIPTION FOR PARCEL 12

DESCRIPTION OF A 1.533 ACRE (66,767 SQ. FT.) PARCEL OF LAND LOCATED IN THE H.Y. & B.R.R. CO. SURVEY NO. 2, ABSTRACT NO. 634, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 100.57 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO SAMSUNG AUSTIN SEMICONDUCTOR, LLC, RECORDED DECEMBER 3, 2021 IN DOCUMENT NO. 2021184352, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 1.533 ACRE (66,767 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod with a plastic cap stamped "Bryan Tech Services" found 68.85 feet left of County Road 404 (C.R. 404) Engineer's Centerline Station (E.C.S.) 228+30.41 on the existing north right-of-way line of C.R. 404, a variable width right-of-way as described to Williamson County in Volume 361, Page 175, Deed Records of Williamson County, Texas (D.R.W.C.TX.), for the southeast corner of a called 2.00 acre tract of land, described in a deed to Samsung Austin Semiconductor, LLC, recorded in Document No. 2021184507, O.P.R.W.C.TX., from which a 5/8-inch iron rod with a plastic cap stamped "Bryan Tech Services" found for the northeast corner of said 2.00 acre tract bears N 07°49'03" E, a distance of 53.26 feet;

THENCE S 54°51'34" E, departing the existing north right-of-way line of said C.R. 404, over and across said C.R. 404, a distance of 131.97 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,171,022.32, E=3,204,927.75) set 8.29 feet left of C.R. 404 E.C.S. 229+47.67 at the intersection of the existing south right-of-way line of said C.R. 404 and the proposed south right-of-way line of C.R. 404, for the northwest corner and the **POINT OF BEGINNING** of the parcel described herein;

- 1) **THENCE** S 82°05′50" E, departing the proposed south right-of-way line of said C.R. 404, with the existing south right-of-way line of said C.R. 404, a distance of 799.77 feet to a calculated point at the intersection of the existing south right-of-way line of said C.R. 404 and the existing west right-of-way line of Farm to Market Road 973 (F.M. 973), a 200 foot wide right-of-way, recorded in Volume 1717, Page 543, D.R.W.C.TX., as depicted in TxDOT right-of-way strip map CSJ No. 2295-01-007, dated 1992, for the northeast corner of said 100.57 acre tract and the parcel described herein;
- 2) **THENCE** S 07°26′52″ W, departing the existing south right-of-way line of said C.R. 404, with the existing west right-of-way line of said F.M. 973, a distance of 289.58 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 282.35 feet right of C.R. 404 E.C.S. 237+49.35 on the proposed south right-of-way line of said C.R. 404, for the southeast corner of the parcel described herein;

County: Williamson Page 2 of 4
Parcel No.: 12 June 24, 2022

Highway: C.R. 401/404 Limits: From: FM 973

To: Intersection of US 79

THENCE departing the existing west right-of-way line of said F.M. 973, with the proposed south right-of-way line of said C.R. 404, over and across said 100.57 acre tract, the following three (3) courses and distances numbered 3-5:

- 3) N 07°32'23" W, a distance of 222.30 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 404 E.C.S. 236+90.45, for an interior corner of the parcel described herein,
- 4) N 82°10'24" W, a distance of 742.76 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 404 E.C.S. 229+47+68, for the southwest corner of the parcel described herein, and
- 5) N 07°49'03" E, a distance of 76.29 feet to the **POINT OF BEGINNING**, and containing 1.533 acres (66,767 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

COUNTY OF TRAVIS §

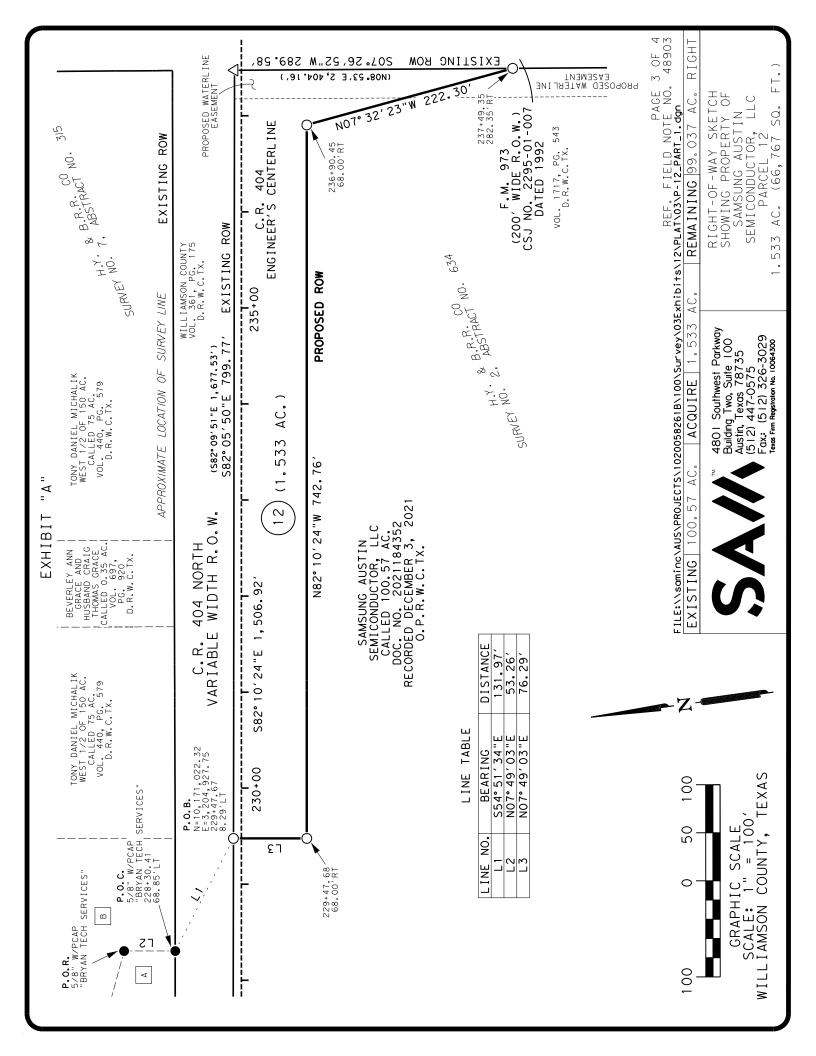
That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Preliminary
06/24/2022 10:50:08 AM

SURVEYING AND MAPPING, LLC 4801 Southwest Pkwy Building Two, Suite 100 Austin, Texas 78735 TX. Firm No. 10064300

Scott C. Brashear Date Registered Professional Land Surveyor No. 6660 – State of Texas



٤٢6 .M.7 AC.) SEMICONDUCTOR, LLC CALLED 100.57 AC. DOC. NO. 2021184352 RECORDED DECEMBER 3, 2021 O.P.R.W.C.TX. (1.533)SAMSUNG AUSTIN PARENT TRACT NOT TO SCALE 404 12 <u>a</u> ت ك SAMSUNG AUSTIN SEMICONDUCTOR, LLC CALLED 140.37 AC. DOC. NO. 2021184511 O.P.R.W.C.TX. SAMSUNG AUSTIN SEMICONDUCTOR, LLC CALLED 2.000 AC. DOC. NO. 2021184507 O.P.R.W.C.TX. **∀** : EXHIBIT В IXDOT TYPE II BRONZE DISK IN CONCRETE FOUND IRON ROD SET WITH ALUMINUM CAP PED "WILLIAMSON COUNTY" 1/2" IRON PIPE FOUND UNLESS NOTED 1/2" IRON ROD FOUND UNLESS NOTED IYPE I CONCRETE MONUMENT FOUND DEED LINE (COMMON OWNERSHIP) OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS OFFICIAL PUBLIC RECORDS (WILLIAMSON COUNTY, TEXAS DEED RECORDS OF WILLIAMSON COUNTY, TEXAS FENCE POST (TYPE NOTED) DISTANCE NOT TO SCALE POINT OF COMMENCING RECORD INFORMATION POINT OF REFERENCE POINT OF BEGINNING LEGEND CALCULATED POINT 80D NAIL FOUND MAGNAIL FOUND SPINDLE FOUND PROPERTY LINE RAILROAD TIE NOT TO SCALE 5/8" IRON STAMPED ' O. P. R. W. C. TX. D. R. W. C. TX O. R. W. C. TX P. O. R. N. T. S. P. O. C. P. O. B.

- 1. ALL BEARINGS SHOWN ARE BASED ON NADB3/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE, ALL DISTANCES SHOWN ARE SUBFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SUBFACE ADJUSTMENT FACTOR OF 1,00012352. ALL COORDINATES SHOWN ARE IN SUBFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR.

 PROJECT UNITS ARE IN U.S. SURVEY FEET.
- 2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- 3.C.R. 404 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 2021. 4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.

HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY JIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO HE BEST OF MY KNOWLEDGE AND BELIEF.

Preliminary

SCOTT C. BRASHEAR REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6660, STATE OF TEXAS

06/24/2022 10:50:16 AM

Building Two, Suite 100' Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 4801 Southwest Parkway Texas Firm Registration No. 10064300 DATE

PAGE 4 OF 4 REF. FIELD NOTE NO. 48903 EXISTING 100 S7 AC A ACCIONAL ACCIONA RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF SAMSUNG AUSTIN SEMICONDUCTOR, LLC PARCEL 12

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County: Williamson Page 1 of 16 Parcel No.: 14 June 23, 2022

Highway: Future County Road Limits: From: C.R. 404

To: F.M. 973

PROPERTY DESCRIPTION FOR PARCEL 14

DESCRIPTION OF A 52.689 ACRE (2,295,133 SQ. FT.) PARCEL OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY NO. 1, ABSTRACT NO. 318, THE H.T. & B.R.R. CO. SURVEY NO. 2, ABSTRACT NO. 636, AND IN THE JACOB EBBERLY SURVEY, ABSTRACT NO. 923, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 23.58 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO SAMSUNG AUSTIN SEMICONDUCTOR, LLC, RECORDED DECEMBER 6, 2021 IN DOCUMENT NO. 2021184841, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), A PORTION OF A CALLED 33.62 ACRE TRACT OF LAND, DESCRIBED AS TRACT 1 PARCEL A IN A DEED TO SAMSUNG AUSTIN SEMICONDUCTOR, LLC, RECORDED DECEMBER 6, 2021 IN DOCUMENT NO. 2021184917, O.P.R.W.C.TX., A PORTION OF A CALLED 159.14 ACRE TRACT OF LAND, DESCRIBED AS TRACT 2 IN A DEED TO SAMSUNG AUSTIN SEMICONDUCTOR, LLC, RECORDED DECEMBER 3, 2021 IN DOCUMENT NO. 2021184492, O.P.R.W.C.TX., AND A PORTION OF A CALLED 11.02 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO SAMSUNG AUSTIN SEMICONDUCTOR, LLC, RECORDED DECEMBER 3, 2021 IN DOCUMENT NO. 2021184491, O.P.R.W.C.TX.; SAID 52.689 ACRE (2,295,133 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a TXDOT Type II Bronze Disk in concrete found 149.79 feet left of Future County Road Engineer's Centerline Station (E.C.S.) 372+41.47 on the existing west right-of-way line of F.M. 973, a variable width right-of-way, no record information found, and as depicted in TXDOT right-of-way strip map CSJ No. 2295-01-012, same being the east line of said 11.02 acre tract;

THENCE S 07°26'52" W, with the existing west right-of-way line of said F.M. 973, a distance of 15.95 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,167,530.84, E=3,205,319.20) set 107.82 feet left of Future County Road E.C.S. 372+62.67 on the proposed north right-of-way line of Future County Road, for the northeast corner and the **POINT OF BEGINNING** of the parcel described herein;

- 1) **THENCE** S 07°26′52″ W, departing the proposed north right-of-way line of said Future County Road, continuing with the existing west right-of-way line of said F.M. 973, a distance of 201.84 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of Future County Road E.C.S. 372+42.59, for the northeast corner of a remainder of a called 100.43 acre tract of land, described in a deed to Howard E. Teichelman, Jr. and Margaret Teichelman, husband and wife, recorded in Document No. 2011011311, O.P.R.W.C.TX., same being the southeast corner of said 11.02 acre tract and the parcel described herein,
- 2) **THENCE** N 82°15'31" W, departing the existing west right-of-way line of said F.M. 973, with the common line of said 11.02 acre tract and said remainder of a called 100.43 acre tract, passing at a distance of 1,906.35 feet a 1/2-inch iron rod found on the north line of a called 93.583 acre tract of land described in a deed to M. Moore Family Farms, LLC, a Texas Limited Liability Company, recorded in Document No. 2018097226, O.P.R.W.C.TX., for the southwest corner of said 11.02 acre tract, same being the southeast corner of said 159.14 acre tract, and continuing with the common line of said 159.14 acre tract and said 95.583 acre tract for a total distance of 3,839.74 feet to a 1/2-inch iron rod found 68.00 feet right of Future County Road E.C.S. 334+02.85 on the east line of said 33.62 acre tract, for the northwest corner of said 95.583 acre tract, same being the southwest corner of said 159.14 acre tract.

County: Williamson Page 2 of 16 Parcel No.: 14 June 23, 2022

Highway: Future County Road Limits: From: C.R. 404

To: F.M. 973

THENCE departing the common line of said 159.14 acre tract and said 95.583 acre tract, with the common line of said 33.62 acre tract and said 93.583 acre tract, the following two (2) courses and distances numbered 3-4:

- 3) S 07°05'56" W a distance of 204.65 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 272.64 feet right of Future County Road E.C.S. 334+05.14, on the proposed south right-of-way line of said Future County Road, and
- 4) S 07°05'56" W a distance of 638.67 to a 2-inch iron pipe found 911.28 feet right of Future County Road E.C.S. 334+12.30 for the most easterly northeast corner of a called 242.54 acre tract of land, described in a deed to Billy R. Trimble and Wife, Betty O' Brien Trimble, recorded in Volume 2420, Page 29, Official Public Records of Williamson County, Texas (O.R.W.C.TX.), same being the southeast corner of said 33.62 acre tract.

THENCE departing the common line of said 33.62 acre tract and said 93.583 acre tract, with the common line of said 33.62 acre tract and said 242.54 acre tract, the following three (3) courses and distances numbered 5-7:

- 5) N 39°26'26" W a distance of 834.63 feet to a calculated point 263.22 feet right of Future County Road E.C.S. 327+90.34,
- 6) N 34°42'12" W a distance of 91.02 feet to a calculated point 196.52 feet right of Future County Road E.C.S. 327+34.62, and
- 7) S 84°59'48" W a distance of 145.56 feet to a calculated point 230.80 feet right of Future County Road E.C.S. 325+93.15, for the most northerly northeast corner of said 242.54 acre tract, same being the most easterly northeast corner of a called 23.63 acre tract of land, described in a deed to John William Wilder, recorded in Volume 2406, Page 378, O.R.W.C.TX., being further described in Volume 547, Page 614, Deed Records of Williamson County, Texas (D.R.W.C.TX.)

THENCE departing the common line of said 33.62 acre tract and said 242.54 acre tract, along the common line of said 33.62 acre tract and said 26.63 acre tract, the following three (3) courses and distances numbered 8-10:

- 8) N 82°12'12" W a distance of 424.84 feet to a calculated point 236.86 feet right of Future County Road E.C.S. 321+68.35, same being the southwest corner of said 33.62 acre tract,
- 9) N 07°29'13" E a distance of 37.03 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 199.84 feet right of Future County Road E.C.S. 321+67.62, on the south proposed right-of-way of Future County Road, and
- 10) N 07°29'13" E a distance of 105.40 feet to a calculated point 94.45 feet right of Future County Road E.C.S.321+65.54, for the most northerly northeast corner of said 26.63 acre tract and the southeast corner of said 23.58 acre tract.

County: Williamson Page 3 of 16 Parcel No.: 14 June 23, 2022

Highway: Future County Road Limits: From: C.R. 404

To: F.M. 973

- 11) **THENCE** N 81°50′40″ W, departing the common line of said 33.62 acre tract and said 26.63 acre tract, with the common line of said 23.58 acre tract and said 26.63 acre tract, a distance of 2,604.68 feet to a railroad spike found 115.31 feet right of Future County Road E.C.S. 295+60.94 on the existing east right-of-way line of C.R. 404, a variable width right-of-way as described to Williamson County in Volume 393, Page 118, for the northwest corner of said 26.63 acre tract, same being the southwest corner of said 23.58 acre tract and the parcel described herein,
- 12) **THENCE** N 07°34'33" E, departing the common line of said 26.63 acre tract and said 23.58 acre tract, with the existing east right-of-way line of said C.R. 404, a distance of 288.15 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 172.79 feet left of Future County Road E.C.S. 295+55.72, on the proposed north right-of-way line of said Future County Road, for the northwest corner of the parcel described herein.
- 13) **THENCE** S 82°12'22" E departing the existing right-of-way line of said C.R. 404, with the proposed north right-of-way line of said Future County Road, over and across said 23.58 acre tract, said 33.62 acre tract, said 159.14 acre tract, and said 11.02 acre tract, a distance of 7,675.80 feet to the **POINT OF BEGINNING**, and containing 52.689 acres (2,295,133 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

THE STATE OF TEXAS

§ KNOW ALL MEN BY THESE PRESENTS: COUNTY OF TRAVIS

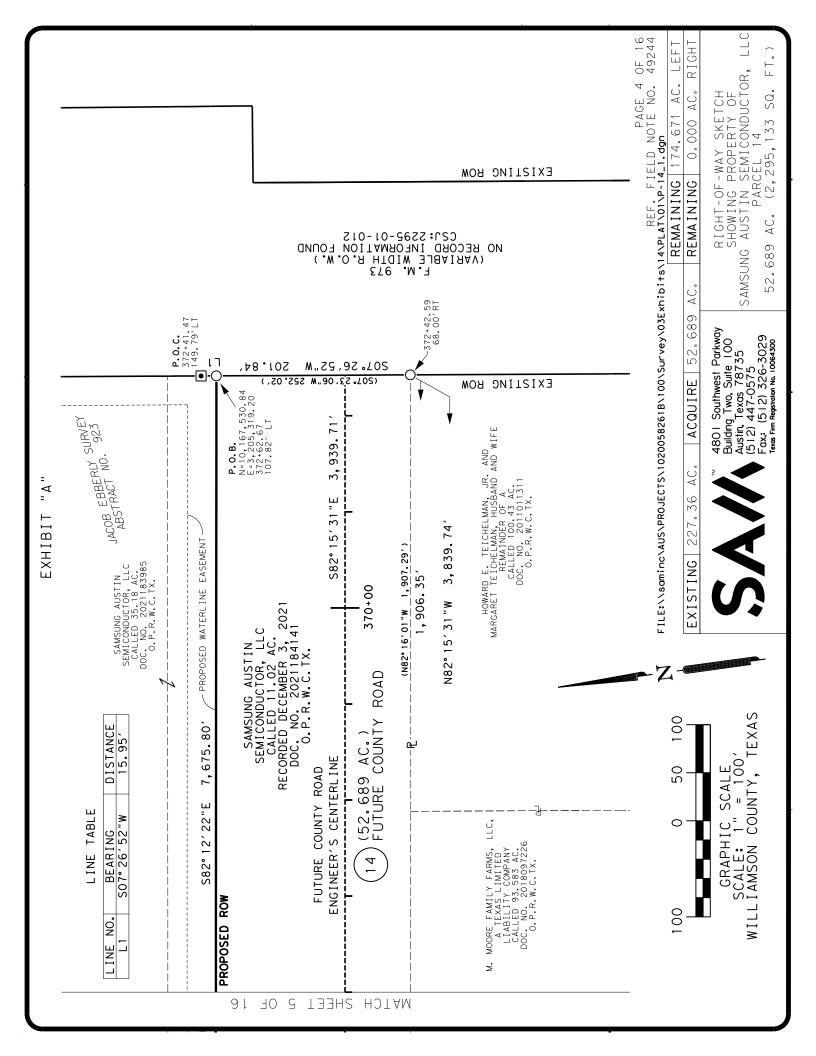
That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

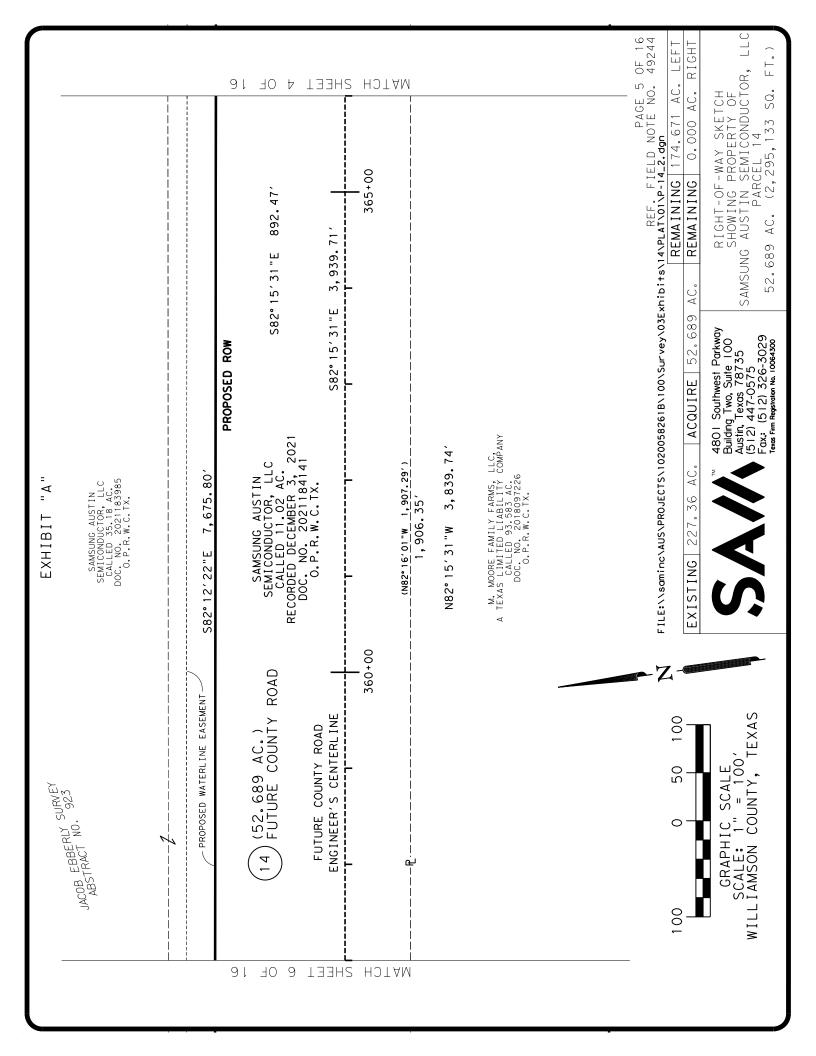
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

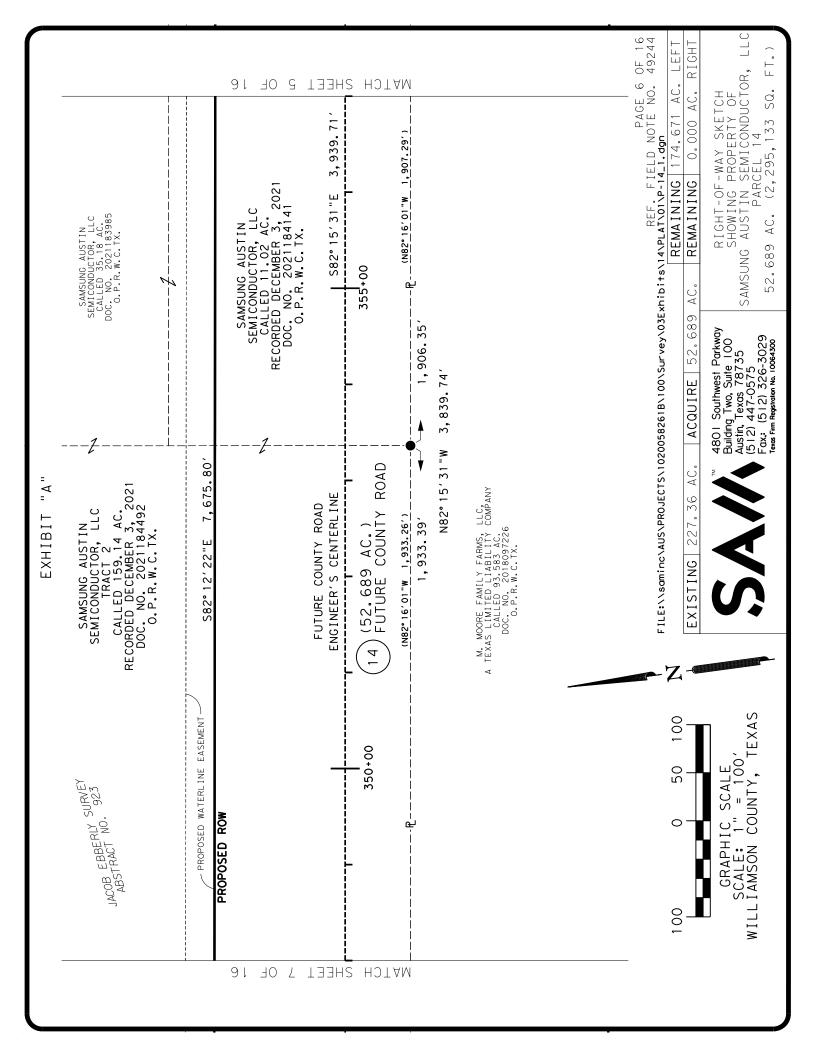
Preliminary
06/23/2022 3:19:30 PM

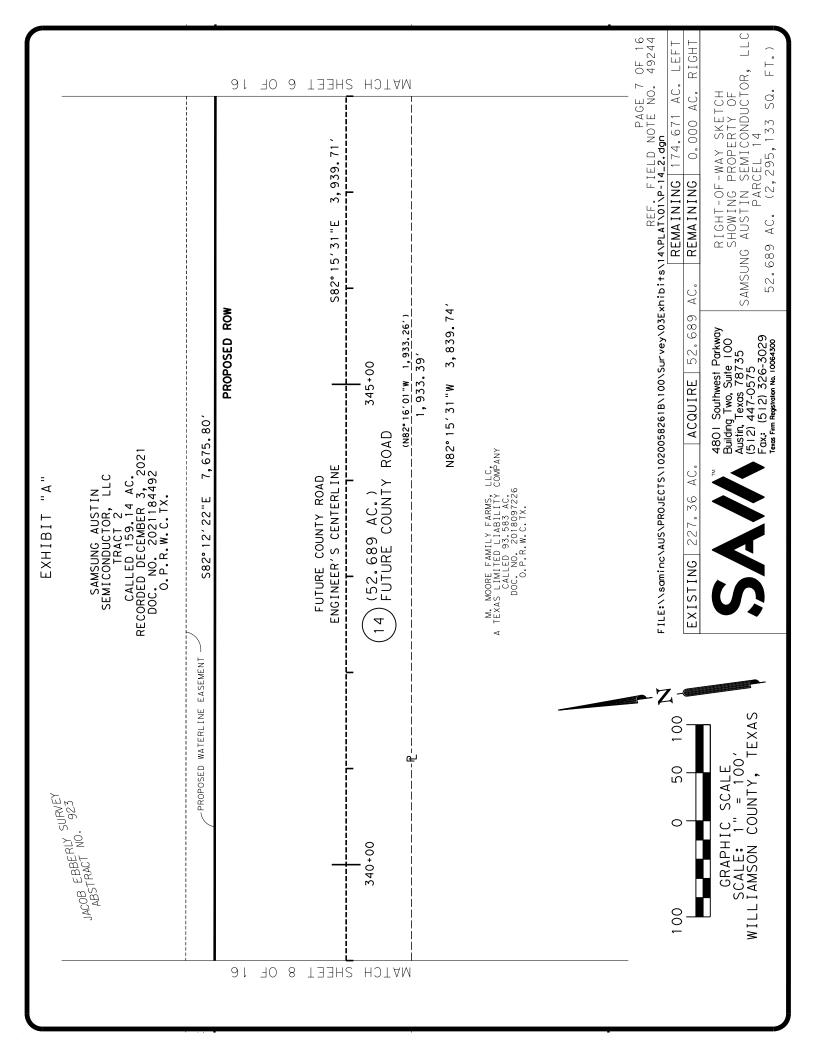
SURVEYING AND MAPPING, LLC 4801 Southwest Pkwy Building Two, Suite 100 Austin, Texas 78735 TX. Firm No. 10064300

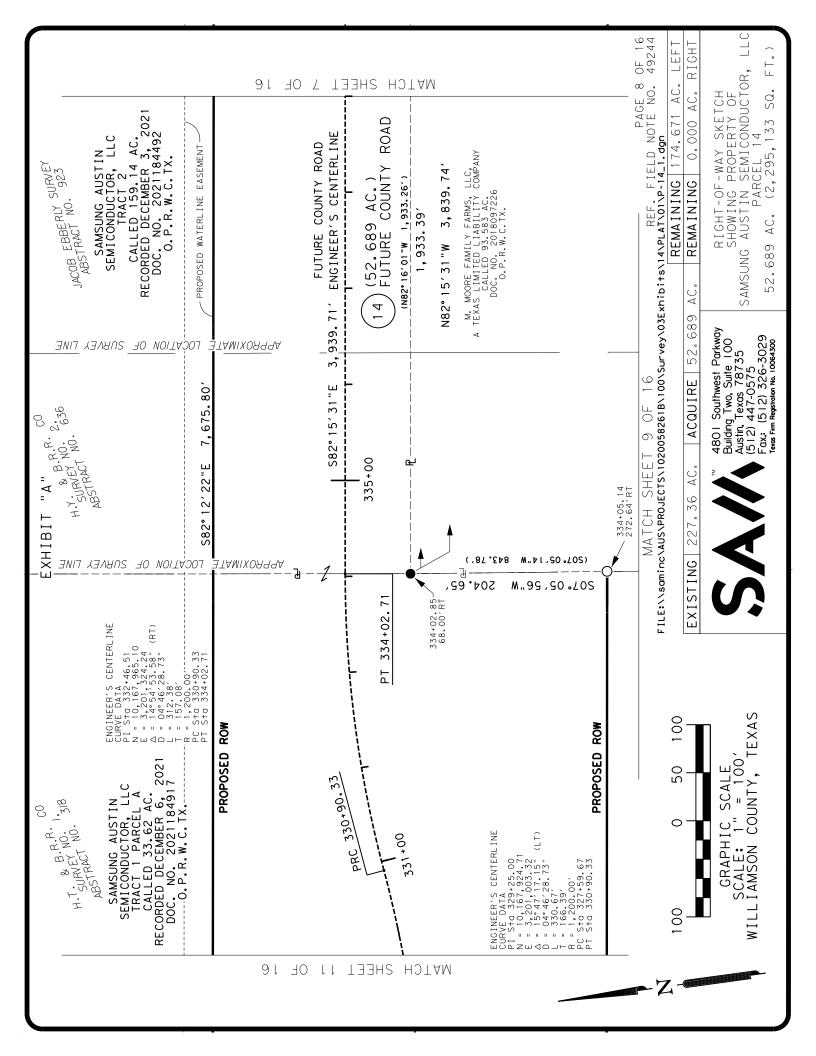
Scott C. Brashear Date Registered Professional Land Surveyor No. 6660 – State of Texas

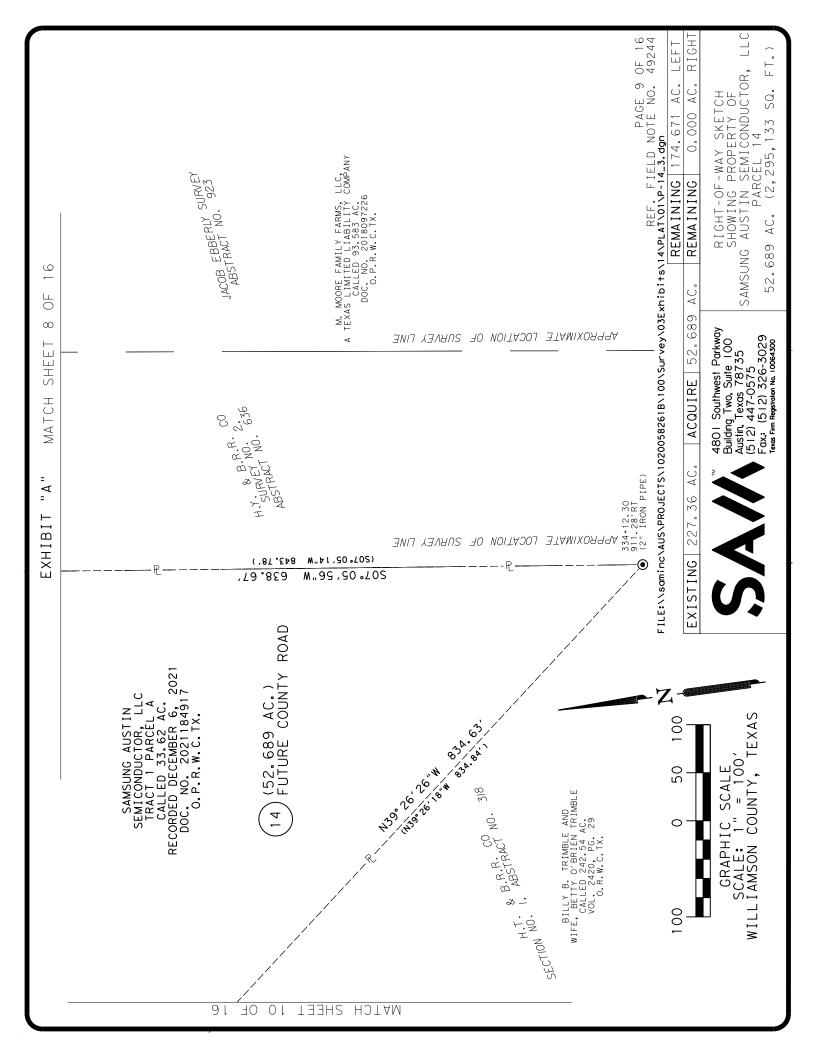


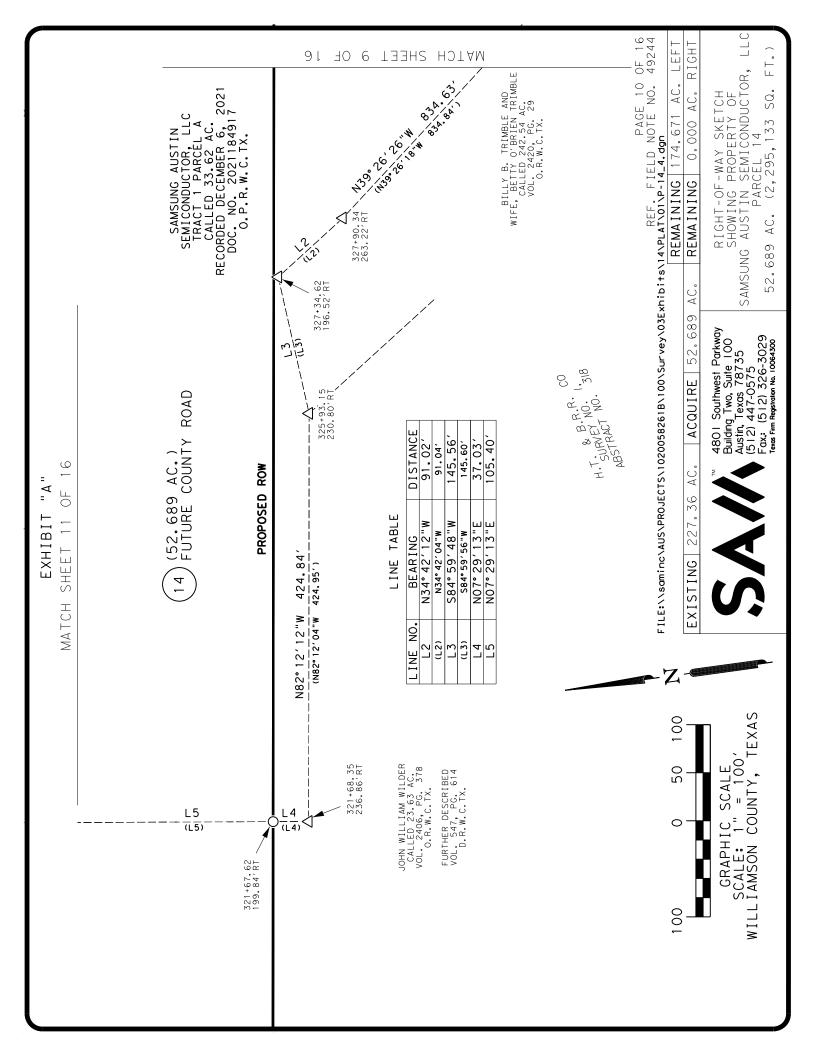


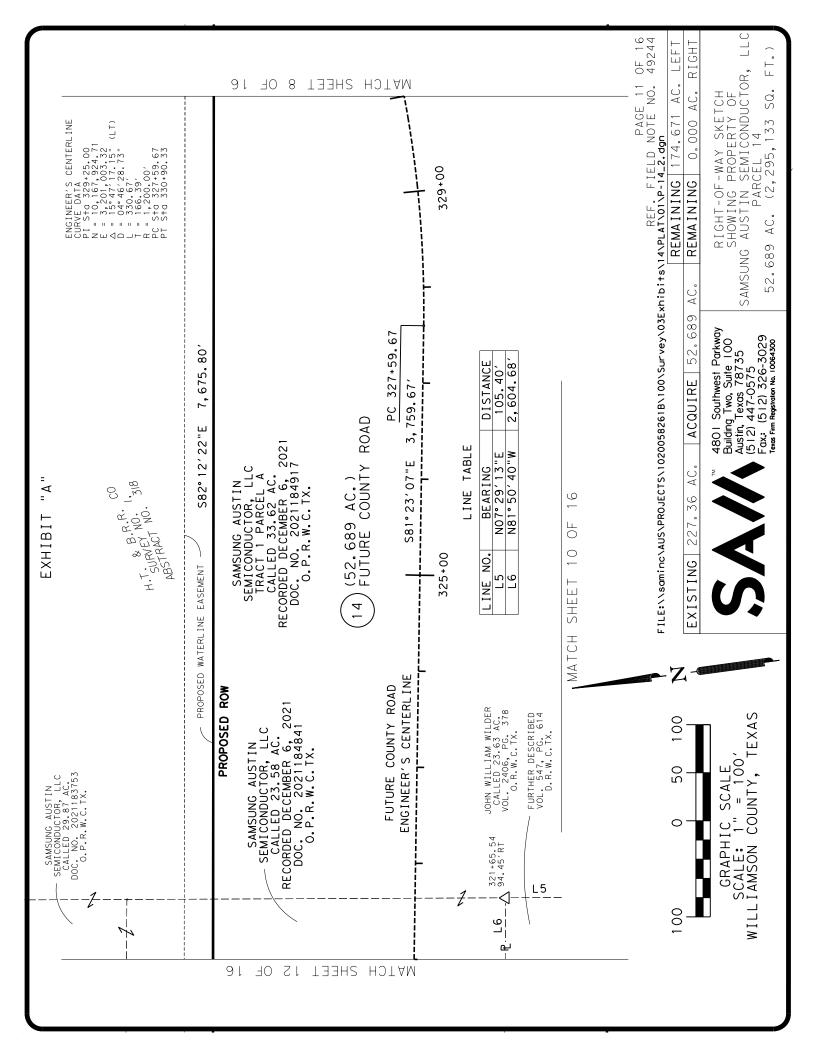


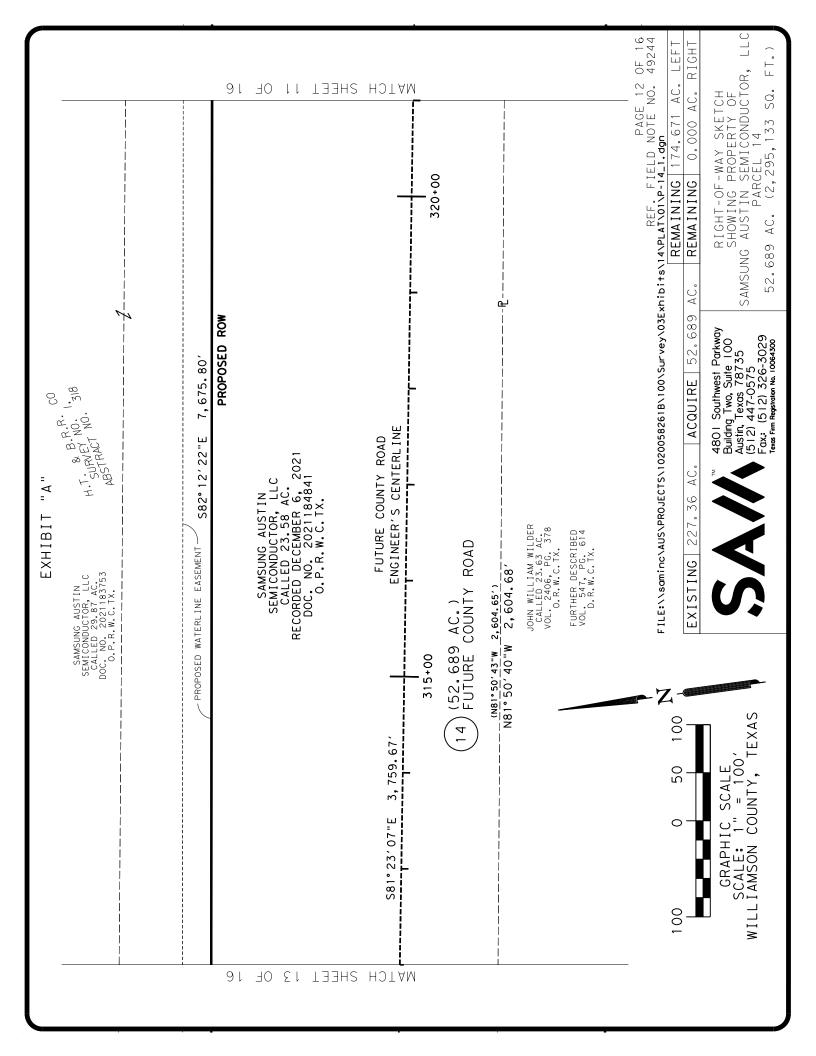


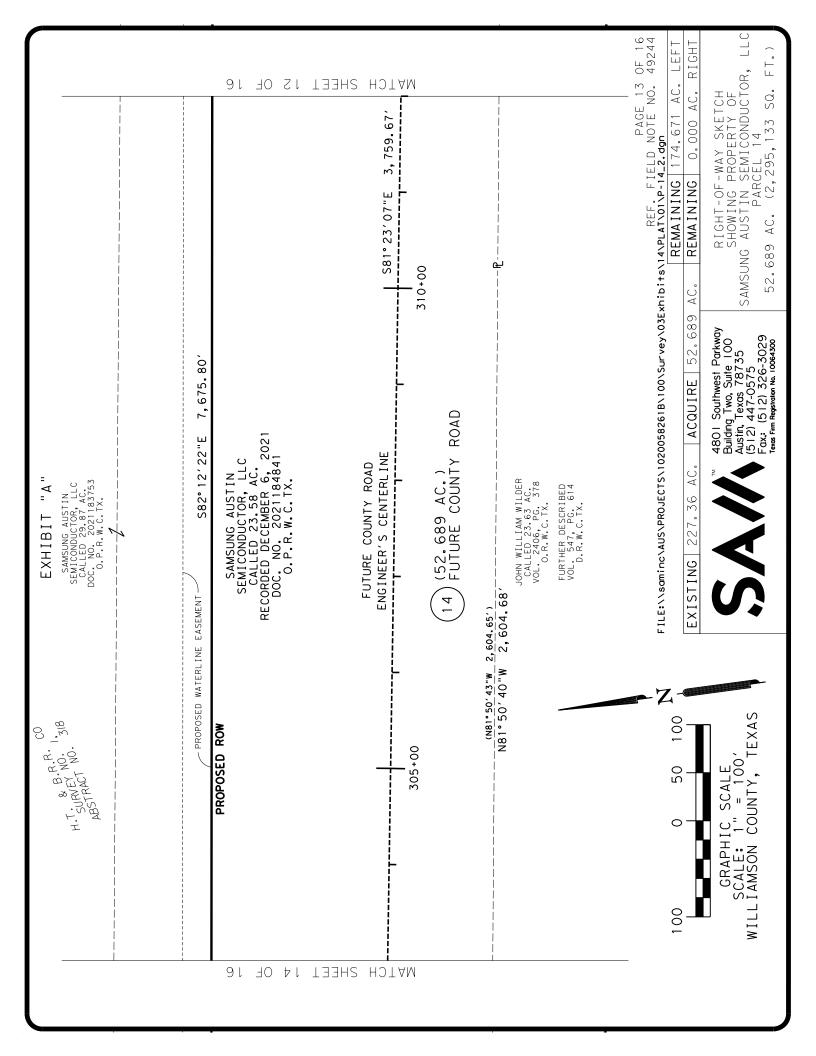


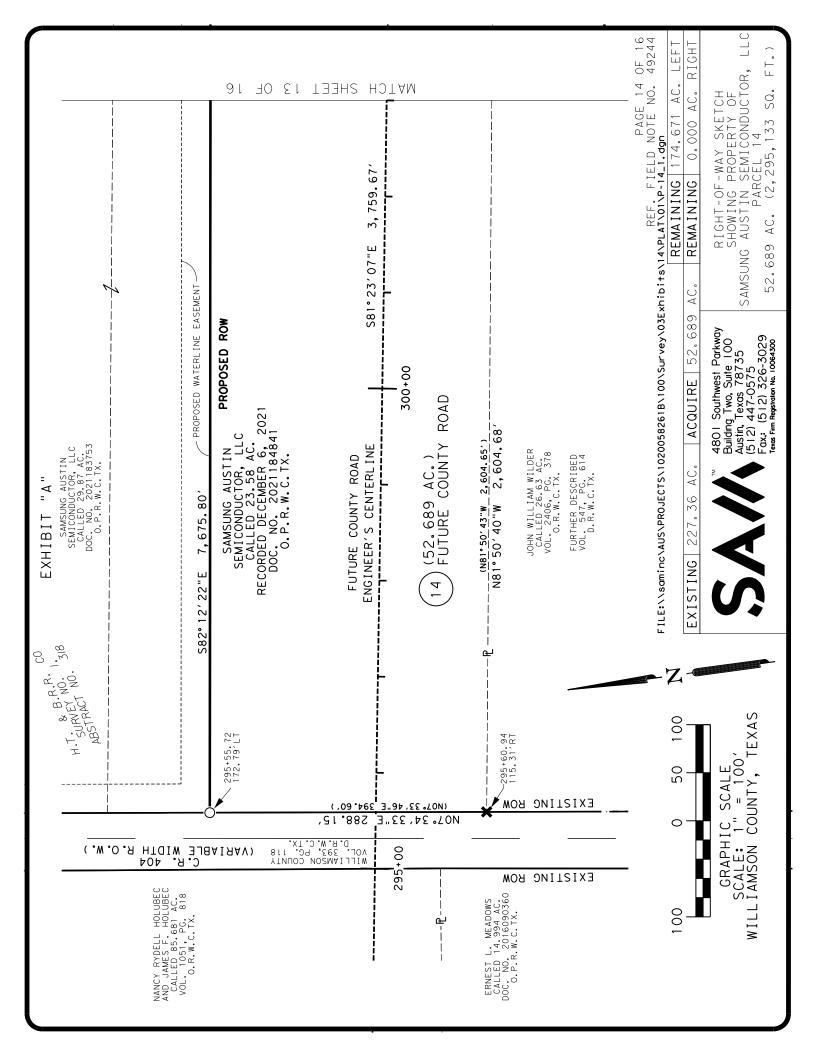


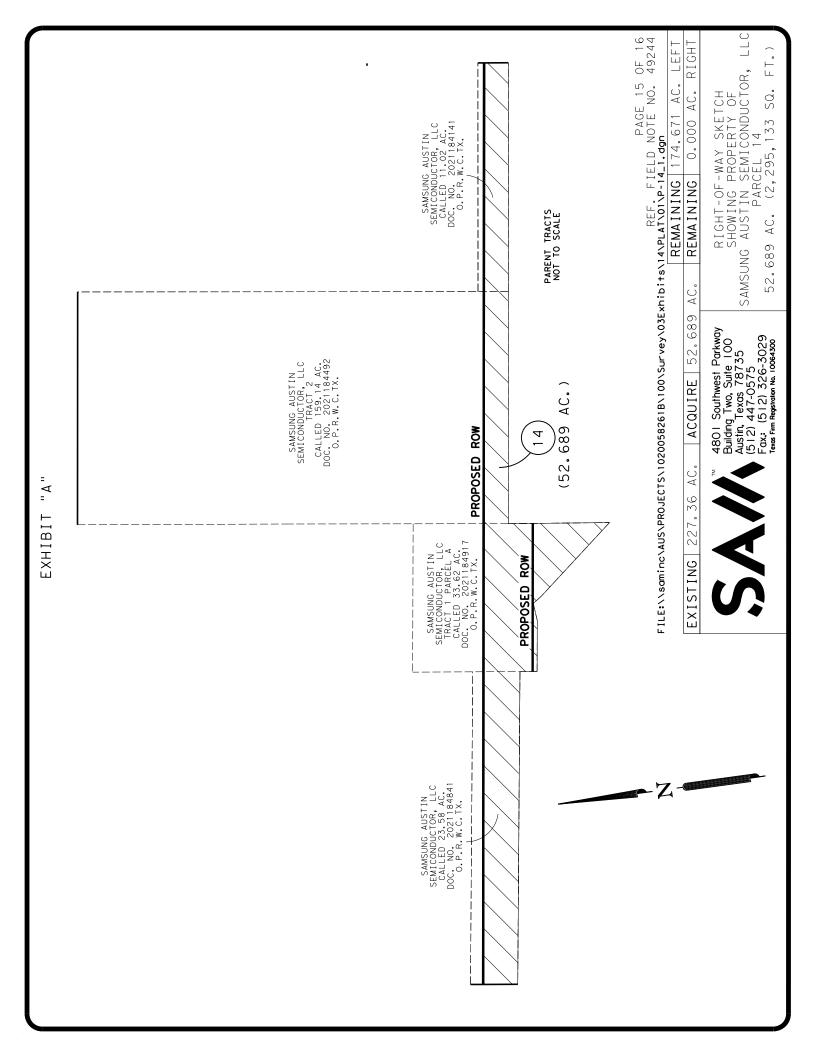












- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- TYPE I CONCRETE MONUMENT FOUND FENCE POST (TYPE NOTED
- IXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- 1/2" IRON PIPE FOUND UNLESS NOTED
 - 80D NAIL FOUND
 - MAGNAIL FOUND
- SPINDLE FOUND
- RAILROAD SPIKE
- CALCULATED POINT
- RECORD INFORMATION PROPERTY LINE
- POINT OF COMMENCING POINT OF BEGINNING P. O. B.
 - POINT OF REFERENCE P. O. C. P. O. R.
- DEED RECORDS OF WILLIAMSON COUNTY, TEXAS NOT TO SCALE D. R. W. C. TX. N. T. S.
- OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS O. R. W. C. TX.
- OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS O. P. R. W. C. TX.

DEED LINE (COMMON OWNERSHIP) DISTANCE NOT TO SCALE

NOTES:

- 1. ALL BEARINGS SHOWN ARE BASED ON NADB3/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE, ALL DISTANCES SHOWN ARE SUBFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1,00012352, ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR.

 PROJECT UNITS ARE IN U.S. SURVEY FEET.
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE
 MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE
 NOT SHOWN.
- 3. FUTURE COUNTY ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 2021.
- 4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.

PAGE 16 OF 16 FIELD NOTE NO. 49244 174.671 AC. REF. FIELD NC AND SUPEY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO FILE:\\saminc\AUS\PROJECTS\IO20058261B\IO0\Survey\O3Exhibits\Id\PLAT\O1\P-14_1.dgn
THE BEST OF MY KNOWLEDGE AND BELIEF. REMA I N I NG

06/23/2022 3:19:39 PM Prelimina

SCOTT C. BRASHEAR REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6660, STATE OF TEXAS

Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Frm Registration No, 10064300 4801 Southwest Parkway

RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF SAMSUNG AUSTIN SEMICONDUCTOR, PARCEL 14

RIGHT

0,000 AC.

REMAINING

AC.

52,689

ACQUIRE

EXISTING 227, 36 AC.

L L L

FT.) SQ. (2, 295, 133)AC. 52.689

DATE