



**AGENDA**  
CITY OF TAYLOR, TEXAS  
**SPECIAL CALLED TAX INCREMENT FINANCING  
(TIF) ZONE #2 BOARD MEETING**  
CITY HALL, COUNCIL CHAMBERS, 400 PORTER STREET  
OCTOBER 23, 2025, 6:00 PM

**CALL TO ORDER AND DECLARE A QUORUM**

**CITIZENS COMMUNICATION**

*(The Board welcomes public comments on items not listed on the agenda. However, the Board cannot respond until the item is posted on a future meeting agenda. Public comments are limited to 3 minutes.)*

**REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION**

1. Election of vice-chairperson of the Board and other officers the Board deems necessary. *Brian LaBorde*
2. Discussion, consideration, and possible action on Resolution R25-22, approving the 2025 amended and restated project and financing plan for Reinvestment Zone No. Two; and, approving the first amendment to tax abatement by and between the City of Taylor and Samsung Austin Semiconductor LLC. *Brian LaBorde*

**ADJOURN**

The Board of Directors may vote and/or act upon each of the items listed in this Agenda. As authorized by Section 551.071(2) of the Texas Government Code, the Workshop Meeting and/or the Regular Meeting may be convened into Closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 5:00 p.m. on October 17, 2025 and remained posted for at least three business days before the scheduled date of said meeting. I further certify that the following news media was notified of this meeting: Taylor Press.

In compliance with the ADA the City Hall and Council Chambers is wheelchair accessible. Reasonable accommodations will be provided for persons attending meetings in need of special assistance. Please contact the City Clerk at least 24 hours prior to the meeting for special assistance.

Posted by: Lucy Aldrich Date: October 17, 2025



# TIRZ No. 2 Meeting October 23, 2025 Transmittal Letter

STRATEGIC PILLAR
Economic Vitality

**Agenda Item Number:** 1.

**Agenda Title:** Election of vice-chairperson of the Board and other officers the Board deems necessary.

**Council Action to be Taken:** Elect a vice-chairperson and other officers, as it deems appropriate.

**Department Submitted:** City Manager

**Staff Contact:** Brian LaBorde, City Manager

### 1. PURPOSE / DESCRIPTION

In accordance with CH 311 of the Tax Code, a Tax Increment Reinvestment Zone (TIRZ) Board was created to oversee the operation and implementation of projects for TIRZ Zone. Such zone was created on September 23, 2021 at City Council to allow for economic development opportunities in a defined area, more commonly known as TIRZ No. Two.

### 2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

A Resolution was passed at the October 9, 2025 Council meeting appointing the five Board of Directors for TIRZ No. Two and identifying the Mayor as the Chairperson for one (1) year successive terms until such time the City Council decides to appoint a different Chairperson. What still needs to be decided among the Board members is a Vice-Chairperson to preside in absence or vacancy of the Chair. The Vice-Chairperson does not have a term limit in accordance with CH 311 of the Tax Code. The Board shall determine when necessary to make such re-appointment.

### 3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
•	•

**4. RECOMMENDATION**

Staff recommends the Board consider a Vice-Chair to preside in the absence or vacancy of the Chairperson.

**5. FUNDING SOURCE**

n/a

**6. TIMELINE**

n/a

**7. OTHER OPTIONS**

n/a

**8. ATTACHMENTS**

1. Ordinance No. 2021-30 Designating TIF No. 2 and Creating Board
2. Resolution R25-21 Appointing TIRZ No 2 Board Members
3. Presentation - Election of Vice Chairperson

**ORDINANCE NO. 2021-30**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, DESIGNATING A CERTAIN AREA WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, AS TAX INCREMENT REINVESTMENT ZONE NO. TWO; CITY OF TAYLOR, ESTABLISHING THE BOUNDARIES OF SUCH TAX INCREMENT REINVESTMENT ZONE; CREATING A BOARD OF DIRECTORS FOR SAID TAX INCREMENT REINVESTMENT ZONE AND OTHER MATTERS RELATED THERETO; CONTAINING FINDINGS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to promote the development or redevelopment of a certain geographic area within its extraterritorial jurisdiction by the creation of a tax increment reinvestment zone, as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the "Act"); and

**WHEREAS**, in compliance with the Act, the City called a public hearing to receive public comments on the creation of the proposed Reinvestment Zone No. Two, City of Taylor (the "Reinvestment Zone" or the "Zone") and its benefits to the City and the property in the proposed Reinvestment Zone; and

**WHEREAS**, in compliance with the Act, notice of the public hearing was published in *The Taylor Daily Press*, a paper of general circulation in the City, such publication date being not later than seven (7) days prior to the date of the public hearing; and

**WHEREAS**, such public hearing was convened at the time and place mentioned in the published notice, to wit, on the 9th day of September 2021, 6:00 p.m., at the Council Chambers in the City Hall of the City of Taylor, Williamson County, Texas, which public hearing was then closed; and

**WHEREAS**, the City, at such public hearing, invited any interested person, or the person's representative, to appear and speak for or against the creation of the Reinvestment Zone, the boundaries of the proposed Reinvestment Zone, as described in Exhibit "A" attached hereto, and depicted in the map attached hereto as Exhibit "B", speak to whether all or part of the territory described in Exhibit "A" and depicted in Exhibit "B" should be included in such proposed Reinvestment Zone, and speak for or against the concept of tax increment financing; and

**WHEREAS**, all owners of property located within the proposed Reinvestment Zone were given the opportunity at such public hearing to protest the inclusion of their property in the proposed Reinvestment Zone; and

**WHEREAS**, the City has prepared a preliminary reinvestment zone financing plan attached hereto as Exhibit "C".

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, THAT:**

**SECTION 1.** The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

**SECTION 2.** The City Council, after conducting the public hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- (a) That the public hearing on adoption of the Reinvestment Zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law.
- (b) That creation of the proposed Reinvestment Zone with boundaries as described in Exhibit "A" and as depicted in Exhibit "B" will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the Reinvestment Zone.
- (c) That the Reinvestment Zone, as described in Exhibit "A" and depicted in Exhibit "B," meets the criteria for the creation of a reinvestment zone as set forth in the Act in that it is a geographic area located wholly within the extraterritorial jurisdiction of the City and the area meets the criteria set forth in the Act for designation as a reinvestment zone under Tax Code Section 311.005.
- (d) That the total appraised value of taxable real property in the proposed Reinvestment Zone and in existing reinvestment zones does not exceed fifty percent (50%) of the total appraised value of taxable real property in the City and in the industrial districts created by the City.
- (e) That the proposed improvements in the Reinvestment Zone will significantly enhance the value of all taxable real property in the Reinvestment Zone and will be of general benefit to the City.
- (f) That the development or redevelopment of the property in the proposed Reinvestment Zone will not occur solely through private investment in the reasonably foreseeable future.
- (g) That not more than more than thirty percent (30%) of the property in the proposed Reinvestment Zone, excluding property that is publicly owned, is used for residential purposes.
- (h) That the proposed Reinvestment Zone meets the requirements of Tax Code Section 311.005, as the Zone is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City.

**SECTION 3.** The City hereby creates the Reinvestment Zone over the area described in Exhibit "A," attached hereto, and with the boundaries depicted in the map attached as Exhibit "B," and such Reinvestment Zone shall hereafter be identified as "Reinvestment Zone No. Two, City of Taylor (the "Technology" or "Reinvestment Zone No. Two")."

**SECTION 4.** There is hereby established a board of directors for the Zone, which shall consist of at least five (5) but not more than fifteen (15) members, unless more members are required to be appointed to satisfy the requirements of Section 311.009, Tax Code. The board of directors of Reinvestment Zone No. Two shall be appointed as follows:

- (a) The City shall be entitled to appoint a minimum of five (5) and a maximum of ten (10) members of the board of directors, except that if there are fewer than five (5) directors appointed by taxing units other than the City, the City Council may appoint more than ten (10) members as long as the total membership of the board of directors does not exceed fifteen (15) members. The City Council shall appoint its initial members to the board of directors within sixty (60) days after passage of this Ordinance. The seats on the board of directors shall be designated by place number (e.g., Director Place 1, Director Place 2, Director Place 3, etc.).
- (b) Each member of the board of directors appointed by the City i) shall be a resident of the county in which the zone is located or a county adjacent to that county, or ii) shall own real property in the Zone, whether the individual resides in the county in which the Zone is located or a county adjacent to that county.
- (c) Each taxing unit other than the City that that levies taxes on real property in the zone may appoint one member of the board if the taxing unit has approved the payment of all or part of the tax increment produced by the taxing unit into the tax increment fund for the zone. A taxing unit eligible to appoint a member to the board of directors may waive such right.
- (d) A vacancy on the board of directors shall be filled as set forth in the Act. The board of directors shall be assigned a board position in the order of their appointment. All members appointed to the Board shall meet eligibility requirements as set forth in the Act.
- (e) The terms of the board members shall be two years. To provide for staggered terms, the initial directors appointed to odd-numbered positions shall be appointed for two-year terms, while the initial Directors appointed for even-numbered positions shall be appointed for one-year terms. All subsequent appointments shall be for terms of two years. Each year, the City Council shall designate a member of the board to serve as chairperson of the board of directors. The chairperson shall serve a term of office of one year. The board of directors shall elect from its members a vice-chairperson and other officers, as it deems appropriate.
- (f) The board of directors shall make recommendations to the City Council concerning the administration of the Zone. The board of directors shall prepare and adopt a project plan and financing plan for the Reinvestment Zone and must submit such plans to the City Council for its approval. The board of directors shall prepare required annual reports on the status of the Reinvestment Zone, which shall be subject to the approval of the City Council. The board of directors may not enter into any agreements to implement the project plan and reinvestment financing zone plan without the express authorization of the City Council.

**SECTION 5.** The Zone shall take effect on the adoption of this ordinance, and the termination of the Zone shall occur on December 31, 2054 or at an earlier time designated by subsequent Ordinance of the City Council, or at such time, subsequent to the issuance of any tax increment bonds, if any, that all project costs, tax increment bonds, notes or other obligations of the Zone, and the interest thereon, if any, have been paid in full.

**SECTION 6.** The Tax Increment Base for the Zone, which is the total appraised value of all taxable real property located in the Zone, is to be determined as of January 1, 2021, the year in which the Zone is being designated as a tax increment financing reinvestment zone (the "Tax Increment Base"). Tax Increment Base means the total appraised value of all real property taxable by a taxing unit and located in

the Zone for the 2021 tax year. Tax Increment means the amount of property taxes levied and collected by a taxing unit for that year on the captured appraised value of real property taxable by the City or taxing unit and located in the Zone. Captured appraised value of real property taxable by a taxing unit for a year means the total appraised value of all real property taxable by the taxing unit and located in the Zone for that year less the Tax Increment Base of the taxing unit. For purposes of this Ordinance, "Taxing Unit" means the City of Taylor and any other political subdivision or special district that taxes real property within the Zone that enters into an agreement with the City for the payment of all or part of the Tax Increment produced by such other taxing unit into the Tax Increment Fund for the Zone

**SECTION 7.** There is hereby created and established a tax increment fund for the Zone which may be divided into such sub-accounts as may be authorized by subsequent ordinance, into which all Tax Increment contributed by the City or other taxing unit tax increment fund are to be deposited. tax increment fund. The tax increment fund and any sub-accounts are to be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of the City. In addition to the contributions of Tax Increment by the City or another taxing unit, all revenues from the sale of any tax increment bonds, notes or certificates of obligation, hereafter issued by the City; revenues from the sale of any property acquired as part of the Reinvestment Zone financing plan; and any other revenues dedicated to the Zone shall be deposited into the tax increment fund or sub-account from which money will be disbursed to pay project costs for the Zone or to satisfy the claims of holders of tax increment bonds, notes or certificates of obligation issued for the Zone, or to satisfy other obligations authorized under the Act.

**SECTION 8.** The City will participate in the Zone by contributing annually Ninety-Three- and One-Half percent (93.5%) of the City's Tax Increment from real property ad valorem taxes in the Zone assessed and collected for Tax Years beginning January 1, 2021, and continuing until termination of the Zone.

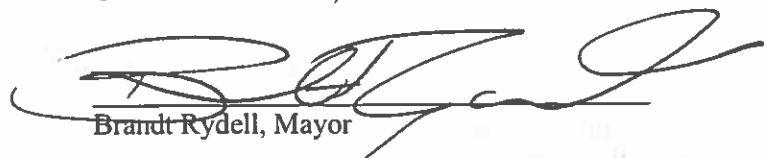
**SECTION 9.** All ordinances of the City of Taylor, Williamson County, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 10.** If any section, paragraph, clause, or provision of this ordinance shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance.

**SECTION 11.** This ordinance shall take effect immediately upon its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, ON THIS THE 23RD DAY OF SEPTEMBER 2021.**

CITY OF TAYLOR, TEXAS

  
Brandt Rydell, Mayor

ATTEST:

  
Dianna Barker, City Clerk

(Ordinance No. 2021-30)

**RESOLUTION NO. R25-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, APPOINTING THE BOARD OF DIRECTORS OF THE TAYLOR TAX INCREMENT REINVESTMENT ZONE NO. TWO; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has adopted Ordinance No. 2021-30 designating Tax Increment Reinvestment Zone No. Two, City of Taylor (the “Reinvestment Zone No. Two”); and

**WHEREAS**, Texas Tax Code Chapter 311 and the Ordinance No. 2021-30 require the City Council appoint a board of directors for Reinvestment Zone No. Two consisting of at least five (5) members (“Board of Directors”);

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, WILLIAMSON COUNTY, TEXAS, THAT:**

**SECTION 1.** The following persons are hereby appointed to the Board of Directors of Reinvestment Zone No. Two to serve the terms as set forth below beginning on the effective date of this Resolution:

Place 1: Person elected and currently serving in Council District 1 for the term which expires September 23, 2027

Place 2: Person elected and currently serving in Council District 2 for the term which expires September 23, 2026

Place 3: Person elected and currently serving in Council District 3 for the term which expires September 23, 2027

Place 4: Person elected and currently serving in Council District 4 for the term which expires September 23, 2026

Place 5: Person elected and currently serving as Mayor for the term which expires September 23, 2027

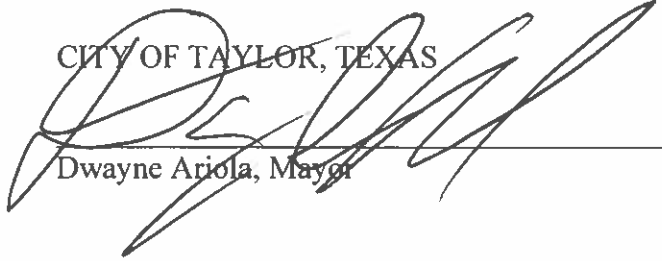
**SECTION 2.** A vacancy on the Board of Directors is filled for the remainder of the unexpired term by appointment of the City Council.

**SECTION 3.** The Mayor is appointed Chairperson of the Board of Directors for a term of one (1) year. Thereafter, the Mayor is hereby appointed as Chairperson for successive terms of one (1) year each until such time as the City Council appoints a different Chairperson. The Board of Directors may elect a Vice-Chairperson to preside in the absence of the Chairperson, or when there is a vacancy in the office of the Chairperson. The Board may elect other officers as it considers appropriate.

**SECTION 4.** This resolution shall take effect from and after its passage.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Taylor, Texas,  
on the 9th day of October, 2025.

CITY OF TAYLOR, TEXAS



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Dwayne Ariola, Mayor

ATTEST:



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Lucy Aldrich, City Clerk





# **SPECIAL CALLED TAX INCREMENT FINANCING (TIF) ZONE # 2 BOARD MEETING**



# **AGENDA ITEM #1: ELECTION OF VICE-CHAIRPERSON OF THE BOARD AD OTHER OFFICERS THE BOARD DEEMS NECESSARY**

- Original ordinance, Sept 2021, creating composition of the TIRZ #2 Board (Board), establishing City Council as the Board members for a term of two (2) years.
  - Under section 4(e), a chair, selected by Council, and vice-chair, selected from the Board, shall be designated each year.
  - Resolution establishing the inaugural Board listed Councilmember positions and names at the time.
- Resolution passed Oct 9, 2025, re-established Board appointments by Council position only and recognizing the Mayor position as Chair.
  - Vice-chair still needs to be selected from the Board; friendly recommendation could be the Mayor Pro Tem position as Vice-Chair.





# TIRZ No. 2 Meeting October 23, 2025 Transmittal Letter

STRATEGIC PILLAR
Economic Vitality

**Agenda Item Number:** 2.

**Agenda Title:** Discussion, consideration, and possible action on Resolution R25-22, approving the 2025 amended and restated project and financing plan for Reinvestment Zone No. Two; and, approving the first amendment to tax abatement by and between the City of Taylor and Samsung Austin Semiconductor LLC.

**Council Action to be Taken:** Approve Resolution R25-22 as presented.

**Department Submitted:** City Manager

**Staff Contact:** Brian LaBorde, City Manager

## 1. PURPOSE / DESCRIPTION

To consider adoption of Resolution No. R25-22 approving the 2025 Amended and Restated Project and Financing Plan for Reinvestment Zone No. Two (TIRZ No. 2) and approving the First Amendment to the Tax Abatement Agreement between the City of Taylor and Samsung Austin Semiconductor LLC.

## 2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City Council created Tax Increment Reinvestment Zone No. Two (“the Zone”) in 2021 through Ordinance No. 2021-30, as authorized by Chapter 311 of the Texas Tax Code. The Zone was expanded in 2022 by Ordinance No. 2022-23, and most recently, the boundaries were amended by Ordinance No. 2025-16 to exclude the property known as the Linde Site.

In compliance with the Texas Tax Code, a Project and Financing Plan for the Zone was previously adopted. The proposed 2025 Amended and Restated Project and Financing Plan reflects the updated Zone boundary, revised project costs, and financial projections.

Additionally, the City of Taylor and Samsung Austin Semiconductor LLC entered into a Tax Abatement Agreement on September 8, 2022, which supports major economic development efforts associated with the Zone. The proposed First Amendment to the Tax Abatement Agreement, dated June 30, 2025, updates provisions related to timing and administrative

coordination consistent with current development milestones.

The TIRZ No. 2 Board of Directors must first meet to approve and recommend that City Council approve the 2025 Amended and Restated Project and Financing Plan. The Board’s approval is formalized through adoption of Resolution No. R25-22, which also approves the First Amendment to the Tax Abatement Agreement with Samsung Austin Semiconductor LLC. Following the Board’s approval, the City Council must adopt an ordinance approving the 2025 Amended and Restated Project and Financing Plan for TIRZ No. 2. The City Council previously approved the First Amendment to the Tax Abatement Agreement under separate action.

**3. PROS and CONS**

<u>PROS</u>	<u>CONS</u>
• n/a	• n/a

**4. RECOMMENDATION**

Staff recommends that the Board of Directors approve Resolution No. R25-22 approving the 2025 Amended and Restated Project and Financing Plan for TIRZ No. 2 and approving the First Amendment to the Tax Abatement Agreement between the City of Taylor and Samsung Austin Semiconductor LLC.

**5. FUNDING SOURCE**

n/a

**6. TIMELINE**

The TIRZ No. 2 Board of Directors will consider and act on Resolution No. R25-22 at its October 23, 2025, meeting. Following Board approval, the 2025 Amended and Restated Project and Financing Plan will be presented to the City Council for consideration and adoption by ordinance at a subsequent regular meeting.

**7. OTHER OPTIONS**

n/a

**8. ATTACHMENTS**

1. Resolution Approving 2025 Amended and Restated Project and Financing Plan
2. First Amendment to Tax Abatement Agreement (Samsung)
3. Presentation - Resolution and Amendment

**RESOLUTION NO. R25-22**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NO. TWO APPROVING THE 2025 AMENDED AND RESTATED PROJECT AND FINANCING PLAN FOR REINVESTMENT ZONE NO. TWO; APPROVING THE FIRST AMENDMENT TO TAX ABATEMENT BY AND BETWEEN CITY OF TAYLOR AND SAMSUNG AUSTIN SEMICONDUCTOR LLC; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS** City Council adopted Ordinance No. 2021-30 designating Tax Increment Reinvestment Zone No. Two (“Reinvestment Zone No. Two”), as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the “Act”); and

**WHEREAS**, the City Council previously adopted Ordinance No. 2022-23 expanding the boundaries of the Zone; and

**WHEREAS** in compliance with the Act, the City Council previously approved a Project and Financing Plan for Zone; and

**WHEREAS**, the City Council adopted Ordinance No. 2025-16 amending the boundaries of the Zone to exclude certain property known as the Linde Site from the Zone; and

**WHEREAS** in compliance with the Act the Board of Directors has reviewed and recommends that the City Council approve the 2025 Amended and Restated Project and Financing Plan for the Zone attached hereto as Exhibit “A” (the “2025 Amended and Restated Project and Financing Plan”); and

**WHEREAS**, the City of Taylor and Samsung Austin Semiconductor, LLC, a Delaware limited liability company previously entered into that certain *Tax Abatement Agreement* dated September 8, 2022 (the “Tax Abatement Agreement”); and

**WHEREAS** the City of Taylor and Samsung Austin Semiconductor LLC entered that certain First Amendment to the Tax Abatement Agreement date June 30, 2025 (the “First Amendment”); and

**WHEREAS** in compliance with the Act the Board of Directors has reviewed the First Amendment and finds that such First Amendment is in the best interest of the City of Taylor and should be approved.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NO. TWO THAT:**

**SECTION 1.** The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct

**SECTION 2.** The Board of Directors hereby approves and recommends that the City Council for the City of Taylor approve the 2025 Amended and Restated Project and Financing Plan for Tax Increment Reinvestment Zone No. Two.

**SECTION 3.** The First Amendment to the Tax Abatement Agreement is hereby approved.

**SECTION 4.** Should any sentence, paragraph, subdivision, clause, phrase, or section of this Resolution be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Resolution as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional.

**SECTION 5.** All provisions of the resolutions in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

**SECTION 6.** This resolution shall take effect from and after its passage.

**PASSED, APPROVED AND ADOPTED** by the Board of Directors of Reinvestment Zone No. Two, on the 23rd day of October, 2025.

**APPROVED**

**Board of Directors  
Reinvestment Zone No. Two**

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Mayor Dwayne Ariola, Chairperson

**EXHIBIT "A"**  
**AMENDED AND RESTATED 2025 PROJECT AND FINANCING PLAN**

**REINVESTMENT ZONE NO. TWO**  
**CITY OF TAYLOR (the “TECHNOLOGY ZONE”)**  
**AMENDED PROJECT AND FINANCING PLAN**  
**June 5, 2025**

1. INTRODUCTION

1.1 Authority and Purpose

The City of Taylor, a Texas Home Rule City (the “City”), has the authority under Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the “Act”) to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction (“ETJ”) of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the “City Council”) determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the zone is feasible, and that creation of the zone is in the best interest of the City and the property in the zone. The purpose of the zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, the administration of one or more programs for the public purposes of developing and diversifying the economy of the zone, eliminating unemployment and underemployment in the zone, and developing or expanding transportation, business, and commercial activity in the zone, including programs to make grants and loans from the tax increment fund of the zone in an aggregate amount not to exceed the amount of the tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone, and other projects benefiting the zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if it is predominantly open or undeveloped and, because of obsolete platting, deterioration of structure or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is “used for residential purposes” (defined by the Act as follows: “...property is used for residential purposes if it is occupied by a house having fewer than five living units ...”) or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

1.3 Zone

The City Council adopted Ordinance No. 2021-30 creating a tax increment reinvestment zone known as “Reinvestment Zone No. Two, City of Taylor (the “Technology Zone”) (the “Zone”) that includes approximately 1,251.1 acres of land (the “Property”) Subsequently, the City Council adopted Ordinance No. 2022-23 expanding the boundaries of the Zone to include approximately 176.9205 acres and a revised total of 1,251.0510 acres of land as described in in **Appendix A**. Upon adoption of the ordinance described below, the Zone will exclude the Linde Site of approximately 7.72 acres of land resulting in a revised total of 1243.33 acres of land. The City Ordinance designating this Zone provided that the City will participate in the Zone by contributing annually up to Ninety-Three- and One-Half percent (93.5%) of the City's Tax Increment from real property ad valorem taxes in the Zone assessed and collected for Tax Years beginning January 1,

2021, and continuing until termination of the Zone. Following the adoption of Ordinance No. 2022-23 the City participation in the Zone was reduced to Ninety-Two- and One-Half percent (92.5%). The City Council has or intends to adopt an ordinance on May 21, 2025 amending the boundaries of the Zone to exclude 7.72 acres from the Zone known as the Linde Site and to conditionally reduce the City's contribution of the City's Tax Increment to the Zone beginning with the Tax Year following the date the City has made the DRRA Payments in full subject to the Maximum DRRA Payment Amount as set forth and defined in the Second Amendment to Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Agreement by and between the City and Developer dated April 30, 2025 (the "Second Amendment"). The percentage of the City's contribution of the City Tax Increment from real property ad valorem taxes in the Zone assessed and collected for respective Tax Years will be conditionally reduced as follows:

- (a) Ninety-Two and One-Half percent (92.5%) if such DRRA Payments have been paid in full during years 1-10 following the Commencement Date;
- (b) Ninety percent (90%) if such DRRA Payments have been paid in full during years 11-20 following the Commencement Date; and
- (c) Eight Five Percent (85%) if such DRRA Payments have been paid in full during years 21-30 following the Commencement Date".

Samsung Austin Semiconductor LLC (the "Developer") has purchased the Property and will construct in phases in the Zone two new manufacturing facilities for semiconductor wafer fabrication with each facility consisting of one or more buildings containing a 300-millimeter semiconductor wafer (or successor technology) manufacturing plant containing not less than 6,000,000 square feet of space other ancillary plant facilities, required parking and landscaping and other improvements (sometimes referred to as the "Projects"). The Projects include the purchase and installation of machinery and equipment used in connection with the manufacturing, processing and fabricating semiconductors in cleanroom facilities, utility additions and support structures. The estimated cost of the Projects are more than \$35,000,000,000.

The Property is currently under development, and due to its size, location, and physical characteristics, the development will not occur solely through private investment in the foreseeable future. The Property substantially impairs and arrests the sound growth of the City because it was previously predominately open and undeveloped due to factors such as the lack of public infrastructure and the need for economic incentive to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. The Developer completed voluntarily annexation into the City following the acquisition of the Property.

The Developer and the City have entered into the following agreements pursuant to Chapter 212 Subchapter G Texas Local Government Code to provide for development standards, uses and other development regulations pertaining to the development of the Property:

- Development Agreement dated November 29, 2021, between the City and the Developer, as amended by the First Amendment to the Development Agreement dated July 14, 2022;

- Project Funding Agreement dated July 15, 2022, between the City and the Developer.

The Developer and the City have also entered into the following agreements related to the Projects:

- Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Incentive Agreement by and between the City and Developer, dated November 29, 2021 as amended by that certain First Amendment to Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Agreement by and between the City and Developer dated July 15, 2022 as amended by that certain Second Amendment to Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Incentive Agreement by and between the City and Developer, dated April 30, 2025.
- Development Review Reimbursement Agreement by and between the City and Developer, dated September 24, 2021, as amended by that certain First Amendment to Development Review Reimbursement Agreement by and between the City and Developer, dated July 15, 2022, as amended by that certain Second Amendment to Development Review Reimbursement Agreement by and between the City and Developer, dated April 30, 2025.

For purposes of the Zone, the “Improvements” or “Projects means one or more improvements constructed on the Property consisting of (i) buildings housing one or more 300-millimeter semiconductor wafer (or successor technology) manufacturing plants (each a “Plant”); (ii) other buildings and ancillary facilities constructed on the property supporting the operation of the Plants that are developed and used for purposes authorized by the Development Standards (as that term is defined in the Development Agreement, as amended, and (iii) such additional related improvements constructed on the Property including, but not limited to, required parking, landscaping and all other improvements constructed on the Property.

For purposes of the Zone, “Initial Improvements” or “Initial Projects” means one or more improvements constructed on the Property, consisting of (i) the first Plant constructed on the Land, commonly referred to as Fab 1 (“Fab 1”), which is to be owned and operated by Company or a Company Affiliate, (ii) subject to and contingent upon the Fab 2 Certificate being issued, the second Plant constructed on the Land, commonly referred to as “Fab 2” (“Fab 2”), which is to be owned and operated by Developer or a Developer Affiliate, and (iii) the other buildings and ancillary facilities constructed on the Property as supporting facilities for Fab 1 or, if constructed, Fab 2, which may be owned and/or operated by Developer or third parties, including, but not limited to, required parking and landscaping, and infrastructure such as water, wastewater, electrical, bulk gas and natural gas facilities. For clarity, for purposes of meeting the requirements that Developer obtain temporary or final certificates of occupancy for certain square feet of floor space, only those parts of the Initial Improvements that are owned by Developer shall count toward the square footage requirement.

There will be significant resources and services in addition to the current City level of services to (i) achieve the planned schedule for the development of the Property and the construction of the Initial Projects and (ii) to provide the expedited and prioritized review procedures described in

Articles IV and V of the Development Agreement, as amended. Developer will advance the funds to the City for services related to the receipt and review of applications for permits and/or inspections relating to compliance with applicable laws, ordinances, and regulations, to the extent related to and reasonably necessary for the development of the Initial Projects, including, but not limited to, review and amendment of City's Comprehensive Plan as reasonable and necessary to make the Comprehensive Plan consistent with the concept plan, thoroughfare alignments, impacts on surrounding land uses and the zoning regulations enacted to govern the development and use of the Property for the Initial Projects, building plan review, building inspections, construction plan review, construction inspection, site development plan review, site development inspection, subdivision plat reviews, subdivision improvement plans review, subdivision improvement inspections and similar related services related to and reasonably necessary for the development of the Initial Project ("Development Review Services"). The costs to be incurred by City by third party contractor(s) and/or temporary full-time and part-time City employees for Development Review Services are referred to as the Development Review Costs.

On September 24, 2021, the Developer and City entered that certain Development Review Reimbursement Agreement ("DRRA") pursuant to which Developer deposited with City the sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00), which was the amount estimated by the City in Development Review Costs to be incurred by City during the first six (6) months following the effective date of the DRRA (the "Initial Deposit") not later than (i) ten (10) business days after the date of Developer's voluntary petition for annexation, or (ii) if Developer provides written notice to City that Developer desires City to provide Development Review Services prior to said date, then not later than ten (10) business after City's receipt of such written notice from Developer, which notice shall specify the date for the commencement of such Development Review Services. Each and every time during the term of the DRRA the balance of the Review Cost Escrow fell below One Hundred Thousand and No/ 100 Dollars (\$100,000.00), not later than ten (10) business days after receipt of a written request from City, the Developer was to deposit via electronic funds transfer into the Review Cost Escrow such additional sums as necessary to return the balance of the Review Cost Escrow to One Hundred Thousand and No/100 Dollars (\$100,000.00) (each an "Additional Deposit"); provided, however, the Developer's obligation to make payments to the Review Cost Escrow shall not exceed an aggregate amount (including the Initial Deposit and all Additional Deposits) of Ten Million and No/100 Dollars (\$10,000,000.00), unless the Developer agrees otherwise. On July 14, 2022, the City and the Developer entered into the First Amendment to the DRRA which increased the required deposit by the Developer to \$1,000,000 and to require additional deposits when the balance of the Review Cost Escrow falls below \$200,000 to return the balance of the Review Cost Escrow to \$200,000.

City intends to repay to Developer the funds expended by City for Development Review Services pursuant to the DRRA for the Initial Improvements without the accrual of any interest, from the tax increment from the Zone beginning on the sixth (6th) anniversary of the Commencement Date (hereinafter defined) and continue such repayment on an annual basis until the sixteenth (16th) anniversary of the Commencement Date (the "DRRA Payments").

On April 30, 2025 the City and Developer entered the Second Amendment to the DRRA which requires City to perform the Development Review Services relating to the Initial Project at certain levels and within certain time frames which represent an expedited and heightened level of

performance beyond what is required for similar actions by City generally. The Developer's obligations in that Agreement to fund the Review Cost Escrows are made in consideration of and to facilitate City's performance of the Development Review Services; more specifically, in the case of the Developer Review Cost Escrow, with respect to those portions of the Initial Improvements that are owned by Developer, and in the case of the Third Party Review Cost Escrow, with respect to those portions of the Initial Improvements that are owned by third parties ("Third Party Improvements"). City shall repay Developer amounts expended from the Developer Review Cost Escrow in accordance with the Second Amendment to Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Incentive Agreement by and between the City and Developer, dated April 30, 2025. The total of such repayments not to exceed (i) Nine Million U.S. Dollars (\$9,000,000.00) if Developer meets the Equipment Threshold (as defined below) and (ii) Five Million U.S. Dollars (\$5,000,000.00) if Developer does not meet the Equipment Threshold. The "Equipment Threshold" means Developer has installed and commissioned equipment, i.e., has completed a safety level two inspection, in connection with the Project, costing in the aggregate at least Two Billion U.S. Dollars (\$2,000,000,000) by December 31, 2026. City is not required to repay amounts expended from the Third Party Review Cost Escrow for Third Party Development Review Costs other than Third Party Development Review Costs that are City Out-of-Pocket Expenses under Section 3.2(e) of the DRRA, as amended.

The first DRRA Payment is due on the Annual Payment Date following the sixth (6th) anniversary of the Commencement Date (the earlier of (i) December 31, 2022, and (ii) the date a certificate of occupancy is issued by the City for occupancy of not less than six (6) million square feet of Improvements by Developer following the completion of the Annexation; provided, however, that the Developer 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 City) and each DRRA Payment thereafter being due on the Annual Payment Date of each calendar year thereafter until the Annual Payment Date following the thirtieth (30th) anniversary of the Commencement Date (the "Final Payment" with the due date of the Final Payment being the "Final Payment Date").

The amount of each DRRA Payment shall, subject to the Maximum DRRA Payment Amount, be equal to the balance of Tax Increment remaining on deposit in the Tax Increment Fund on the Annual Payment Date after (i) payment of the administrative costs described in Section 3.2(a)(i) of the Tax Increment Reinvestment Zone No. Two Economic Development Agreement, and Chapter 380 Economic Development Incentive Agreement, as amended and the Annual Grant and (ii) subtracting \$50,000 (being the minimum balance required to be retained in the Tax Increment Fund described in Section 3.2(a)(ii)) of the Tax Increment Reinvestment Zone No. Two Economic Development Agreement, and Chapter 380 Economic Development Incentive Agreement, as amended. In addition, as an additional payment of the DRRA Payments and subject to the Maximum DRRA Payment, City will, on an annual basis beginning the on the Annual Payment Date following the sixth (6th) anniversary of the Commencement Date and continuing until the Annual Payment Date following the thirtieth (30th) anniversary of the Commencement Date, pay Developer from its general funds (or from such other funds of the City as may be legally set aside consistent with Article III, Section 52(a) of the Texas Constitution), an economic development grant pursuant to its authority under Chapter 380 of the Texas Local Government Code, as amended, with such grant in an amount up to ten percent (10%) of the real property taxes assessed

on the Linde Site and improvements and collected for each tax year after removal of the Linde Site from the Zone.

Following City’s Final Payment as described above, if there is remaining unpaid balance of Reimbursable Expenses (taking into account all DRRA Payments made and subject to the Maximum DRRA Payment), then City shall promptly pay such remainder from its general funds (or from such other funds of the City as may be legally set aside consistent with Article III, Section 52(a) of the Texas Constitution), as an economic development grant to Developer pursuant to the City’s authority under Chapter 380 of the Texas Local Government Code, as amended.

Under the Tax Increment Reinvestment Zone No. Two Economic Development Agreement, and Chapter 380 Economic Development Incentive Agreement, as amended the City will provide thirty (30) annual grants equal to certain percentages of the City real property taxes assessed by the City against the Property and the improvements (owned by Developer) and collected by the City to be funded by the tax increment from the Zone (the “Annual Grants”). The Annual Grants are the following percentages of the City real property taxes assessed by the City against the Property owned by Developer in the Zone:

<u>Grant Year</u> (Tax Year following Commencement Date)	<u>Percentage</u>
1-10	92.5%
11-20	90%
21-30	85%

For purposes of the Annual Grants a “Grant Year” means a given Tax Year except that the “First Grant Year” shall mean the Tax Year following the calendar year in which the Commencement Date occurs.

The amount of each Annual Grant shall be the lesser of: (i) an amount equal to the percentage set forth in the grant schedule above for the respective Grant Year, of the ad valorem taxes assessed against the Improvements and the Property and collected by the City for the applicable Grant Year; and (ii) the available tax increment from the Zone, after consideration and deduction of the tax increment fund priorities set forth below.

**Tax Increment Fund Priorities:**

- (a) The funds deposited in the Tax Increment Fund from the Reinvestment Zone shall only be used for the following and shall be applied in the following order of priority:
  - (i) the allocation of the reasonable administrative costs of the Reinvestment Zone, not to exceed \$50,000.00 per year;
  - (ii) the allocation of the maintenance of a minimum balance of \$50,000.00 in the Tax Increment Fund; and
  - (iii) Annual Grant payments to Developer;
  - (iv) DRRA Payments to Developer;

Developer is required to submit a payment request for the Annual Grant with respect to a particular Grant Year on or after March 1 of the calendar year that follows such Grant Year, but no later than 180-days after March 1 of the calendar year that follows such Grant Year, beginning March 1 of the calendar year following the First Grant Year. Such Annual Grants shall be paid by the City to Developer by the Annual Payment Date (June 1 of the calendar year) beginning with the Annual Payment Date that occurs in the first full calendar year following the First Grant Year, provided the City has timely received prior to the delinquency date the City ad valorem taxes assessed against the Improvements and the Property in full for the respective Grant Year (i.e., the Tax Year immediately preceding the year in which an Annual Grant is to be made. The last Annual Grant will be paid with respect to the thirtieth (30th) Grant Year, on the Annual Payment Date that occurs after the thirtieth (30th) Grant Year. If the Developer fails to timely submit a payment request for an Annual Grant, such failure shall not constitute a breach or default of this Agreement but operates as a forfeiture of such Annual Grant for such Grant Year. If a forfeiture occurs for any Grant Year as provided in the previous sentence, the Developer will remain eligible to receive the Annual Grants for the remaining Grant Years provided the Developer is not otherwise in breach or default of this Agreement or an agreement related to the project.

If the Initial Improvements, and other projects are financed as contemplated by this Project and Financing Plan, the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City and Williamson County an economically beneficial manufacturing facility.

#### 1.4 Preliminary Plan and Hearing

Before the City adopted the ordinance designating the Zone, the City Council prepared a preliminary reinvestment zone financing plan in accordance with the Act and held a public hearing on the creation of the proposed Zone and its benefits to the City and to the Property, at which public hearing interested persons were given the opportunity to speak for and against the creation of the proposed Zone, the boundaries of the proposed Zone and the concept of tax increment financing, and at which hearing the owners of the Property were given a reasonable opportunity to protest the inclusion of the Property in the proposed Zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by the Preliminary Plan dated September 9, 2021 (the “Preliminary Plan”), the purpose of which was to describe, in general terms, the public and private improvements and projects that are being undertaken and financed by the Zone. A description of how such improvements and projects will be undertaken and financed were determined by this Final Plan, which was approved by the Board (hereinafter defined) on September 30, 2021, and by the City Council on October 14, 2021. This description remains unchanged except for the amendment to the Zone excluding the Linde Site.

#### 1.5 Creation of the Zone

Upon the closing of the above referenced public hearing, the City Council adopted an ordinance in accordance with the Act creating the Zone as (1) the City Council found that development or redevelopment of the Property would not occur solely through private investment in the reasonably

foreseeable future, (2) that the Zone is feasible, and (3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City. Among other provisions required by the Act, the ordinance creating the Zone appointed a Board of Directors for the Zone (the “Board”). These actions were followed as applicable for the amendments to the Zone described above.

## 1.6 Board Recommendations

After the creation of the Zone, the Board reviewed the Preliminary Plan and approved and recommended to the City Council this Final Project and Financing Plan for Reinvestment Zone No. Two (the “Final Plan”). The City Council approved the Final Plan by ordinance following the Board’s recommendation on October 14, 2021. This amendment to the Final Plan has been reviewed by the Board and has been recommended to the City Council to adopt this Amended Project and Financing Plan.

## 1.7 Council Action

The City Council adopted an ordinance designating the Zone, appointing the Board and after taking into consideration the recommendations of the Board, approved the Final Plan. These actions were followed as applicable for the amendments to the Zone and this amendment to the Final Plan.

# 2. DESCRIPTION AND MAPS

## 2.1 Existing Uses and Conditions

The Property is currently located in Williamson County in the City. The Property was, at the time of the adoption of the initial Final Plan, undeveloped, so the then current uses of the Property included agricultural, ranching, and related uses. The Property had limited public infrastructure to support the Projects. Development of the Projects will require public infrastructure and water and wastewater facilities which are not to be funded by the Zone Tax Increment hereinafter defined. A map of the Property and the amended Zone is shown on **Appendix B**. The Zone as amended now excludes the Linde Site as described in **Appendix B**.

## 2.2 Proposed Uses

The proposed use of the Property are manufacturing facilities to fabricate semiconductors and other related technology as further described in Section 1.3 above and is being developed pursuant to that certain Development Agreement, as amended.

## 2.3 Property Description

The property included in the Reinvestment Zone No. Two will be an area of approximately 1,251.1 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 city limits of the City of Taylor, and would include the properties listed by Williamson

Central Appraisal District Property Identification Numbers as set forth in **Appendix A**. The Zone property now excludes the 7.72 acre Linde Site.

### **3. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES AND REGULATIONS**

The Property is wholly located in the city limits of the City and will be subject to the Development Agreement, as amended. As part of the annexation the City changed the zoning from the temporary zoning classification for the Property to planned development for proposed uses for the Project, including amendments to the City Master Comprehensive Plan. In addition, Exhibit B to the Development Agreement contains the following development standards.

#### Development Standards

The following minimum development standards shall apply to the Land (as defined in the Development Agreement).

#### I. Land Uses

A. The Land may be developed and used for the Project and the following purposes:

1. All land uses permitted within a Heavy Industrial Districts (M-2) as set forth in the Zoning Ordinance as of the Effective Date;
2. All land uses for which a specific use permit may be obtained within a Heavy Industrial Districts (M-2) as set forth in the Zoning Ordinance as of the Effective Date but not including sexually oriented businesses; provided, however, approval of a specific use permit prior to the commencement of such use shall not be required; and
3. A commissary or restaurant providing food service use to employees and guests of the owner of the Land that is not open and accessible to the public shall be considered a permitted accessory use.
4. A residential use providing lodging for employees and guests of the owner of the Land that is not open and accessible to the public shall be considered a permitted accessory use, provided however, that the number of such units be limited to twenty-five (25) units, each of which may accommodate a maximum of two (2) guests. The Company shall be responsible for collecting and paying state and local hotel occupancy taxes on any lodging units for which the Company charges a fee to use in accordance with applicable state law and the City's ordinances.
5. For purposes of the Zoning Ordinance, provided the Land is developed in accordance with these Development Standards, the Project shall not be a use which could potentially create a problem to the environment due to emissions, visual quality, odor, noise, hazard, or similar factors such that the Project.

B. For purposes of the application of Section 3.3.3 of the Zoning Ordinance to the development and use of the Land, the Company shall be deemed to be in compliance with said

Section 3.3.3 so long as the Company is in substantial compliance with applicable provisions of state and federal laws and regulations relating to air quality and emissions and the provisions of all air quality permits issued by to the Company by the TCEQ in association with operation of the Project.

## II. Maximum Height

The maximum height of buildings and other structures constructed on the Land shall not exceed fifty (50) feet subject to the following:

1. The height of a building or structure may exceed 50 feet at the rate of two (2) feet for every, one (1) foot that the building or structure is setback from the Perimeter Buffer (described below); and
2. In no case shall the height of any building or structure exceed two hundred and fifty (250) feet.

For the avoidance of doubt, no restriction in the Taylor Municipal Airport Height Hazard Zoning Regulations (i.e., Appendix A, Code of Ordinances) applies to the Project notwithstanding Section 14 to Appendix A, Code of Ordinances; provided, however, such exemption from the application of the Taylor Municipal Airport Height Hazard Zoning Regulations to the Project or the Land does not otherwise exempt the development and use of the Land from applicable federal or state laws and regulations.

## III. Signs

One freestanding monument sign may be located at each entrance driveway into the Project, the sign area of which shall not exceed an area of sixty (60) square feet on each sign face; the height of which shall not exceed six (6) feet, and the length of which shall not exceed ten (10) feet).

## IV. Site Development Regulations

There shall be a fifty (50) foot building setback from the property line (the "Perimeter Buffer"). For the avoidances of doubt, the setback may overlap with any easement property. Fences and any security or utility facilities or structures may be located within the Perimeter Buffer but shall in any case be set back a sufficient distance from the edge of any roadway to prevent creating a visual obstruction to operators of vehicles or pedestrians entering or exiting the Land. This exemption includes, but is not limited to, (i) electrical substations, (ii) guard houses, (iii) security towers, (iv) hike, bike, or any nature trail or natural features.

## V. Parking

A. The only parking requirement is that the Land shall be developed with sufficient parking so that workers and visitors to the Land shall not be required to park on any street adjacent to the Land.

B. No parking study shall be required.

C. Truck bays and parking shall be of sufficient distance from the property lines such that no stacking or parking of commercial trucks entering the Land on the Perimeter Roadway Easements occurs.

## VI. Landscaping

A perimeter landscaped buffer shall be required to be developed on the Land as depicted below and in accordance with the following:

### Scenario 1

For the portions of the Land abutting the Perimeter Roadway Easements, County Road (“CR”) 401, and CR 404 as of the effective date of this Agreement, landscaping standards described in Scenario 1 shall apply.

### Scenario 2

For the portions of the Land abutting Farm-to-Market Road 973 and other public roadways not described in Scenario 1, above, or the portions of the Land abutting tracts that are not located within (i) an M-1 or M-2 Zoning District or (ii) within a Planned Development Zoning District that authorizes the property to be developed and uses for purposes only authorized by right or following approval of a specific use permit with an M-1 or M-2 Zoning District, landscaping standards described in Scenario 2 shall apply. Scenario 2 landscaping standards shall not be applicable to portions of the Land located adjacent residentially or commercially zoned tracts with an existing, primary land use of agriculture or residential with a density of less than 1 unit per 10 acres.

### Scenario 3

For the portions of the Land abutting undeveloped land, or land with an existing primary land use of agriculture or residential with a density of less than 1 unit per 10 acres as of the date of this Agreement, landscaping standards described in Scenario 3 shall apply.

When abutting undeveloped property, or property with an existing primary land use of agriculture or residential with a density of less than one (1) unit per ten (10) acres, is developed and/or redeveloped and zoned to a zoning district other than (i) and M-1 or M-2 Zoning District, or (ii) a Planned Development zoning district that authorizes the property to be developed and used for purposes only authorized by right or following approval of a specific use permit with an M-1 or M-2 Zoning District, Company shall have six (6) months from the earlier of the time the first Certificate of Occupancy (CO) is issued for the abutting property’s development or the date that the first phase of Subdivision Improvements are accepted by the City Council to comply with the Scenario 2 landscaping standards described herein. City shall have the right, not earlier than ten (10) days after delivery of written notice to the Company, to suspend issuance of any site

development permits and/or performance of any inspections associated with development of the Land until compliance with this paragraph is obtained

Notwithstanding anything in this Section VI to the contrary, (a) the Company shall have no landscaping obligation until a site development permit is approved for a portion of the Land that abuts the triggering properties described in Scenarios 1, 2, or 3; and (b) once a landscaping obligation is triggered by such a site development permit, the obligation to landscape shall only be applicable to the area abutting the triggering property.

#### VII. Tree Survey and Preservation

The City shall not prohibit the removal of trees on the site outside of the Perimeter Buffer. Tree survey, preservation and mitigation requirements shall apply only to trees that are nineteen inches (19") in diameter or greater measured at a height of 24-inches from the ground.

#### VIII. Block Length

Notwithstanding anything to the contrary in the Subdivision Ordinance, there shall be no maximum block length within the Land.

#### IX. Noise

The maximum allowable sound pressure level measured along each property line shall be based on the hourly Ldn measurement methodology, adjusted as follows for the zoning designation for the adjoining property:

- 1.) Commercial Zoning Sound Pressure Level – 65 DBA
- 2.) Industrial Zoning Sound Pressure Level – 70 DBA

These measurements should be made at the property line using the DNL (Ldn) measurement technology.

#### X. Helicopter Landing Sites

A maximum of two (2) helicopter landing sites will be allowed at the site.

#### XI. Impervious Cover

There shall be no impervious cover requirements on the Land.

#### XII. Construction Codes

As defined in Section 2.01 of the Development Agreement.

The First Amendment to the Development Agreement provided for the construction of the planned second fabrication facility.

## **4. RELOCATION OF DISPLACED PERSONS**

### 4.1 No Relocation Necessary

No persons were displaced and needed relocation due to the creation of the Zone or implementation of the Final Plan, as amended herein.

## **5. ESTIMATED NON-PROJECT COSTS**

### 5.1 List of Non-Project Costs

Non-project costs are private funds that will be spent to develop in the Zone but will not be financed by the Zone. The total non-project costs are estimated to be more than \$35,000,000,000.

## **6. PROPOSED IMPROVEMENTS**

### 6.1 Categories of Improvements

The proposed improvements not to be financed by the Zone include offsite water improvements, offsite wastewater treatment plant, roadways, building structures and related real personal property, and machinery and equipment, which shall be designed and constructed in accordance with the Development Agreement, as amended, and all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. The Developer's proposed Project Improvements are to be financed in part through the Annual Grants are described above. In addition, the City and the Board will have the option to allow for additional funds generated by the Zone to be used to fund the costs of additional roadways, other related public infrastructure, their associated maintenance costs and to promote economic development activities that promote the Zone ("Additional Improvements"). At this time, it is not anticipated that any Zone funds will be used for these Additional Improvements.

### 6.2 Locations of the Improvements

The proposed Project Improvements will be in the Zone subject to the Development Agreement, as amended, which may be revised, with the approval of the Mayor or designee, from time to time without amending the Final Plan.

## 7. ESTIMATED PROJECT COSTS

### 7.1 Project Costs

The total costs of the Developer’s Project in the Zone to be financed in part by the Zone Tax Increment are the estimated amount of the thirty (30) Annual Grants in the amount of \$801,362,920, the repayment of the Development Review Costs from the Zone Tax Increment are now subject to the Maximum DRRA Payment Amounts described above, and the costs of administering the Zone in the amount of \$405,681 (the “Project Costs”) and are estimated to be \$805,481,728.

### 7.2 Estimated Administrative Costs

The estimated costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the city to administer the Zone (the “Administrative Costs”). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, the costs of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City that are directly related to the administration of the Zone. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid. The Administrative Costs are set forth in the Zone Priority set forth above.

### 7.3 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually beginning at the time the Zone creates a new increment of real property tax revenue and through the duration of the Zone. It is estimated the Project Costs will be incurred during calendar years 2022 through 2052, as shown on **Appendix D**.

## 8. ECONOMIC FEASIBILITY

### 8.1 Feasibility Study

For purposes of this Preliminary Plan, economic feasibility was evaluated over the term of the Zone, as shown in the analyses included as **Appendix D**. This evaluation focuses on only direct financial benefits (i.e., ad valorem tax revenues from the expenditure of the Project Costs in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately \$857,072,642 in total new City real property tax revenue. This projection is slightly less based on the exclusion of the 7.72 acre Linde Site. The City, as a participant, will benefit from the new development within the Zone and will retain approximately \$39,305,642 in net additional real property tax revenue. The remaining additional revenue will be deposited in the TIRZ Fund to pay Project Costs.

The analyses show a portion of the new real property tax revenue generated by the Zone will be retained by the City. The remainder of the new real property tax revenue generated within the

Zone will be available to pay other Project Costs, until the Zone expires or is otherwise terminated. Upon expiration or termination of the Zone, one hundred percent (100%) of all tax revenue generated within the Zone will be retained by the City. Based on the foregoing, the feasibility of the Zone has been demonstrated. The plan for the development for the Improvements is economically feasible.

## 9. ESTIMATED BONDED INDEBTEDNESS

### 9.1 No Estimated Bonded Indebtedness

No bonded indebtedness issued by the City pursuant to the Act is contemplated.

## 10. APPRAISED VALUE

### 10.1 Current Appraised Value

The total appraised value of taxable real property in the Zone as of the adoption of the Final Plan is \$21,845,265 from 2025 on, as shown in **Appendix A**, which represents the Tax Increment Base, (the “Tax Increment Base”) of the Property as determined by the Williamson Central Appraisal District in accordance with Section 311.012(c) of the Act. The new total appraised value excludes the 7.72 acre Linde Site. The projected total appraised value of the taxable real property in the Zone as of January 1, 2025, is \$1,850,107,718 less the projected total appraised value of the Linde Site of \$291,000,000 resulting in a total appraised value of taxable real property in the Zone of \$1,559,107,718.

### 10.2 Estimated Captured Appraised Value

The amount of the City’s tax increment for a year during the term of the Zone is the amount of property taxes assessed and collected by the City for that year on the captured appraised value of the Property and the Improvements less the Tax Increment Base of the Property, (the “Captured Appraised Value”). The Tax Increment Base of the Property is the total taxable value of the Property for the year in which the Zone was designated, as stated in **Section 10.1**. It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be \$1,765,462,453, as shown on **Appendix D**. This estimate has been updated to exclude the 7.72 acre Linde Site.

At the estimated time (year 2026) that the Initial Improvements are completed, the Captured Appraised Value will be \$4,115,462,453 as shown on **Appendix D**. This estimate has been updated to exclude the 7.72 acre Linde Site. The actual Captured Appraised Value, as certified by the Williamson Central Appraisal District will, for each year, be used to calculate annual payment by the City into the TIRZ Fund pursuant to the Final Plan, as amended herein.

## 11. METHOD OF FINANCING

The Developer and City have entered into that certain Tax Increment Reinvestment Zone No. Two Economic Development Agreement, and Chapter 380 Economic Development Incentive

Agreement, as amended pursuant to which the City will provide thirty (30) annual grants equal to certain percentages of the City real property taxes assessed by the City against the Property and the improvements and collected by the City to be funded by the tax increment from the Zone (the “Annual Grants”) as described above.

The City may amend the Final Plan in compliance with the Act, including but not limited to what is considered a Project Cost.

## **12. DURATION OF THE ZONE, TERMINATION**

### 12.1 Duration

The stated term of the Zone shall commence on the creation of the Zone, and shall continue until December 31, 2054, unless otherwise terminated in accordance with the Act.

### 12.2 Termination

The Zone will terminate December 31, 2054. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

## APPENDIX A

### The Property

Property ID	Legal Description	Acres	
<b>2021 Parcels Added to TIRZ</b>			<b>2021 Taxable Value</b>
R019409	AW0800 LEE, T.B. SUR., ACRES 12.400	12.4000	\$ 132,758
R019700	AW0631 TYLER, B.J. SUR., ACRES 17.000	17.0000	\$ 226,823
R020073	AW0631 TYLER, B.J. SUR., ACRES 2.000	2.0000	\$ 32,686
R019412	AW0800 LEE, T.B. SUR., ACRES 8.000	8.0000	\$ 85,392
R019701	AW0631 TYLER, B.J. SUR., ACRES 10.000	10.0000	\$ 133,425
R020074	AW0631 TYLER, B.J. SUR., ACRES 2.000	2.0000	\$ 166,836
R019411	AW0800 - LEE, T.B. SUR., ACRES 158.185	158.1850	\$ 1,433,789
R430327	AW0800 - LEE, T.B. SUR., ACRES 1.5	1.5000	\$ 13,596
R430327	AW0484 - NOBLES, W. SUR., ACRES 5	5.0000	\$ 45,320
R019702	AW0632 - TYLER, L.A. SUR., ACRES 94.76	94.7600	\$ 1,163,671
R020075	AW0632 TYLER, L.A. SUR., ACRES .50	0.5000	\$ 4,899
R019408	AW0800 LEE, T.B. SUR., ACRES 62.0	62.0000	\$ 643,002
R019261	AW0318 H.T. & B.R.R. CO. SUR., ACRES 83.33	83.3300	\$ 826,633
R019977	AW0318 H.T. & B.R.R. CO. SUR., ACRES 1.0	1.0000	\$ 67,215
R019262	AW0318 H.T. & B.R.R. CO. SUR., ACRES 70.3855	70.3855	\$ 711,405
R092013	AW0318 H.T. & B.R.R. CO. SUR., ACRES 1.0	1.0000	\$ 48,902
R019706	AW0636 TYLER, G.W. SUR., ACRES 95.750	95.7500	\$ 1,095,021
R020076	AW0636 TYLER, G.W. SUR., ACRES 1.000	1.0000	\$ 64,762
R019209	AW0923 EBBERLY, J. SUR., ACRES 59.0	59.0000	\$ 539,791
R019237	AW0315 H.T. & B.R.R. CO. SUR., ACRES 79.49	71.7700	\$ 893,088
R594305	AW0315 - H.T. & B.R.R. CO. SUR., 5.30 ACRES	5.3000	\$ 149,190
R019965	AW0315 - H.T. & B.R.R. CO. SUR., 2 ACRES	2.0000	\$ 385,150
R019230	AW0315 - H.T. & B.R.R. CO. SUR., ACRES 142.7, [MH R574023]	142.7000	\$ 1,654,153
R019705	AW0634 TYLER, G.N. SUR., ACRES .879	0.8790	\$ 114,420
R577898	AW0315 AW0315 - H.T. & B.R.R. CO. SUR., ACRES 0.86	86.0000	\$ 7,338
R019264	AW0318 H.T. & B.R.R. CO. SUR., ACRES 35.85	35.8500	\$ 445,186
R019263	AW0318 H.T. & B.R.R. CO. SUR., ACRES 7.470	7.4700	\$ 159,208
R107030	AW0318 H.T. & B.R.R. CO. SUR., ACRES 21.63	21.6300	\$ 363,665
R019412	AW0800 LEE, T.B. SUR., ACRES 8.001	8.0010	\$ 85,392
<b>Total 2021</b>		<b>1,066.4105</b>	<b>\$ 11,692,716</b>
<b>2022 Parcels Added to TIRZ</b>			<b>2022 Taxable Value</b>
R019703	AW0634 TYLER, G.N. SUR., ACRES 92.0	92.0000	\$ 4,931,230
R331121	AW0923 EBBERLY, J. SUR., ACRES 8.718	8.7180	\$ 468,158
R331122	AW0923 EBBERLY, J. SUR., ACRES 35.195	35.1950	\$ 1,888,739
R331120	AW0923 AW0923 - EBBERLY, J. SUR., ACRES 6.691	6.6910	\$ 359,172
R331123	AW0923 EBBERLY, J. SUR., ACRES .50	0.5000	\$ 108,165
R019223	AW0923 EBBERLY, J. SUR., ACRES 10.0165	10.0165	\$ 1,184,171
R338860	AW0923 EBBERLY, J. SUR., ACRES 1.0	1.0000	\$ 534,043
R019235	AW0315 H.T. & B.R.R. CO. SUR., ACRES 7.43	7.4300	\$ 338,234
R327085	AW0315 H.T. & B.R.R. CO. SUR., ACRES 1.0	1.0000	\$ 340,637
Parcel 10	ROW	14.3700	\$ -
<b>Total 2022</b>		<b>176.9205</b>	<b>\$ 10,152,549</b>
<b>District Total</b>		<b>1,243.3310</b>	<b>\$ 21,845,265</b>
<b>Source: Williamson County Appraisal District</b>			

PARCEL 1  
(Northwestern Area)

VICINITY MAP



VICINITY MAP

N.T.S. 19



**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 Helman 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;

**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.

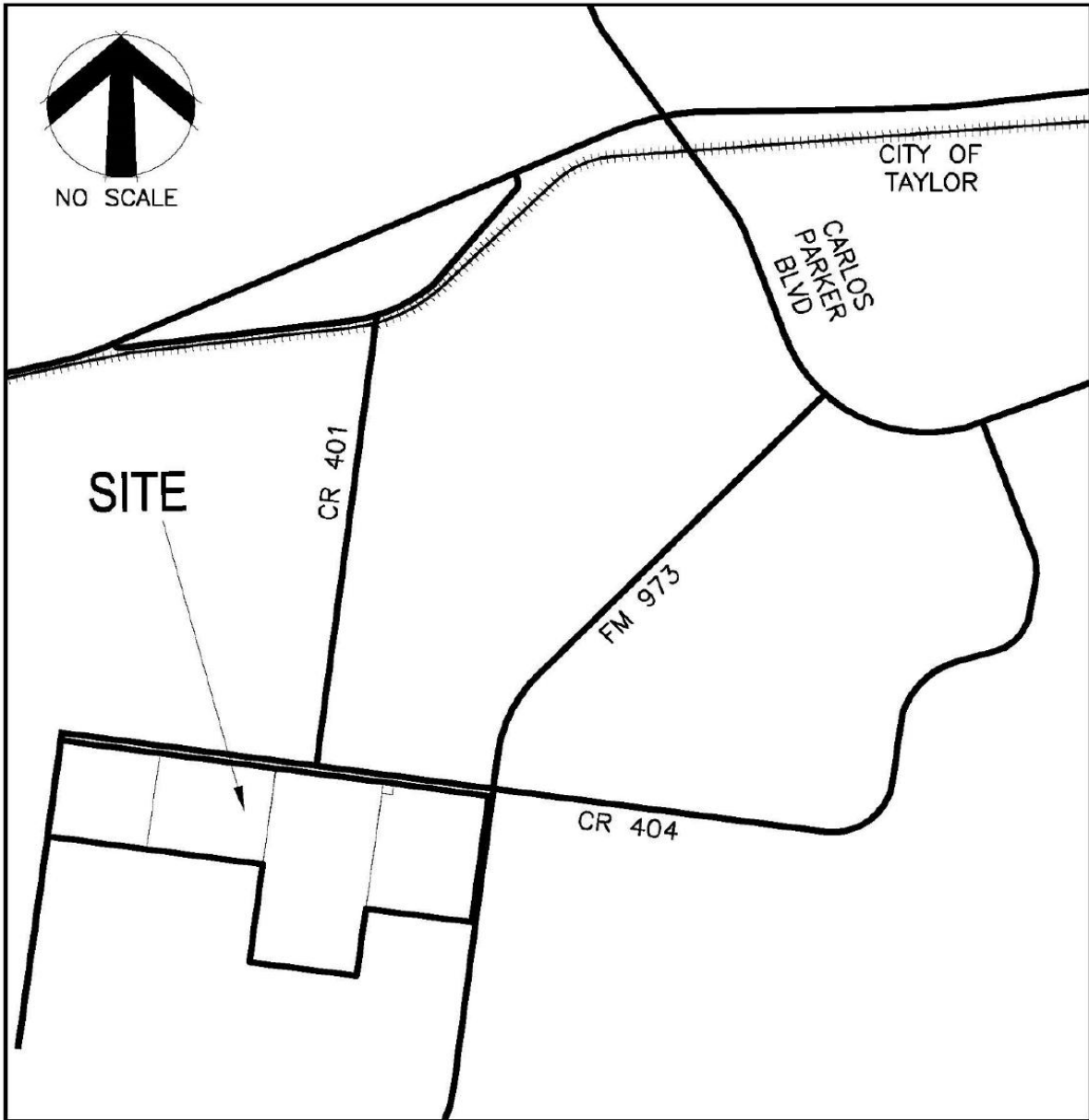
Robert J. Gertson, RPLS  
Texas Registration No. 6367  
Atwell, LLC  
805 Las Cimas Parkway, Suite 310  
Austin, Texas 78746  
Ph. 512-904-0505  
TBPE LS Firm No. 10193726



08/24/2021

PARCEL 2  
(South Central Area)

VICINITY MAP



VICINITY MAP

N.T.S. 19



**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 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

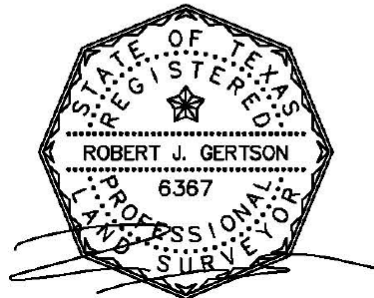
**THENCE**, with the northern line of said remainder of 100.718 acre tract and also being the southern right of way line of County Road 404, S 82° 09' 51" E, a distance of 1677.53 feet to the **POINT OF BEGINNING**.

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

**BEARING BASIS NOTE**

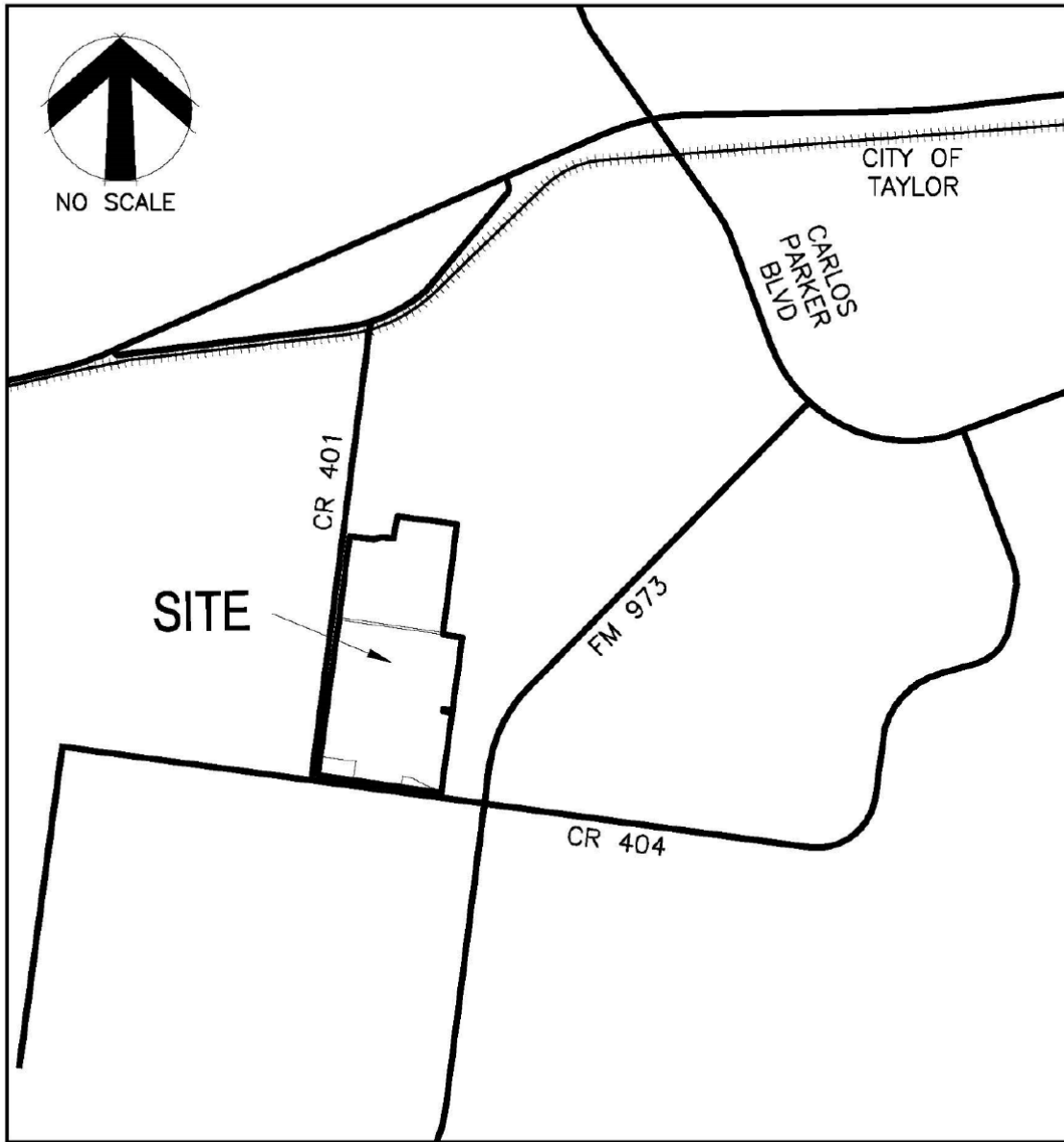
This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83 (2011 adjustment), Central Zone (4203). The Grid to Surface combined scale factor is 1.000120.

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



PARCEL 3  
(Northeastern Area)

VICINITY MAP

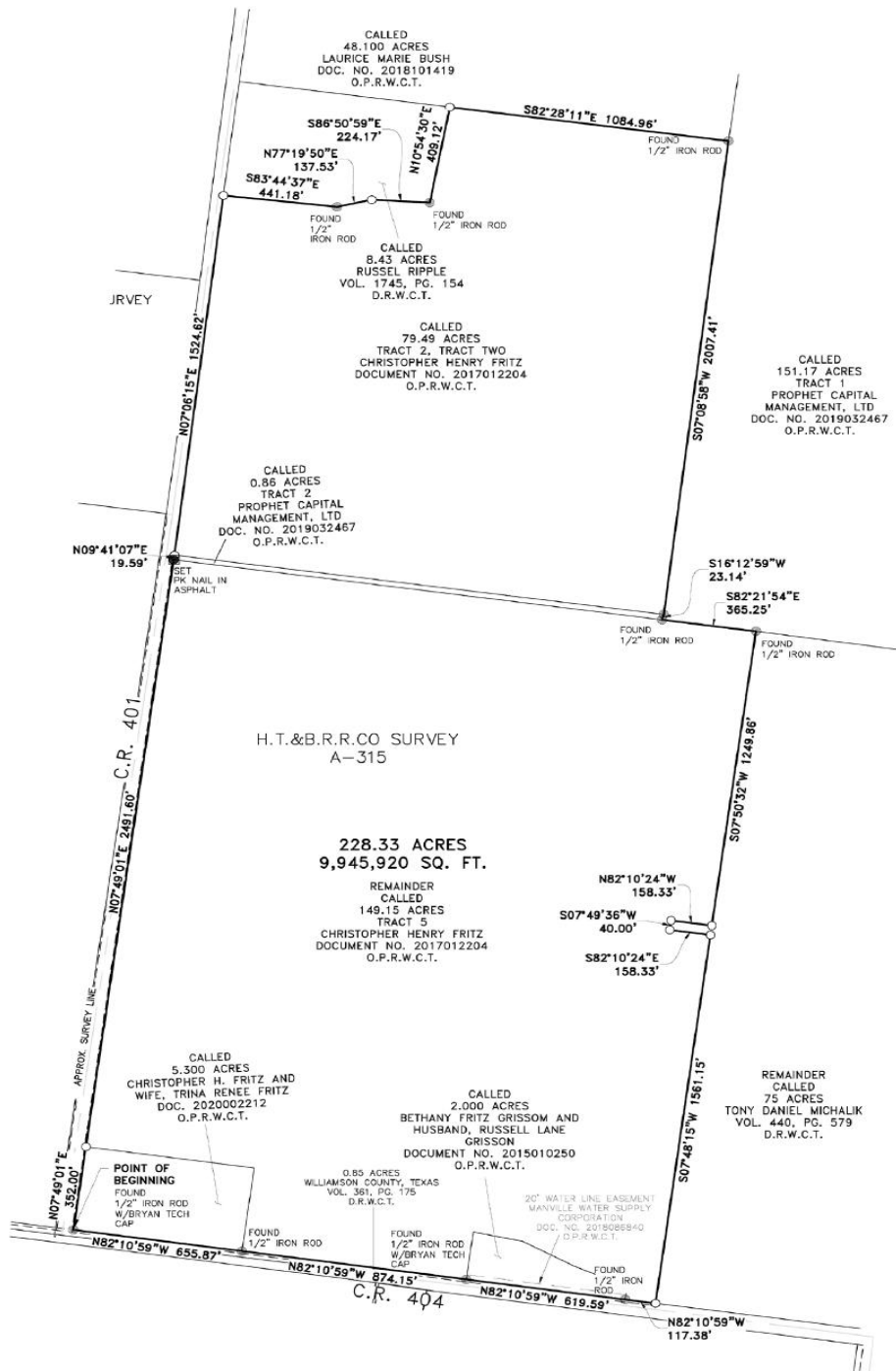


VICINITY MAP

N.T.S. 19

**PARCEL 3  
(Northeastern Area)**

**SURVEY**



**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 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 Laurie 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;

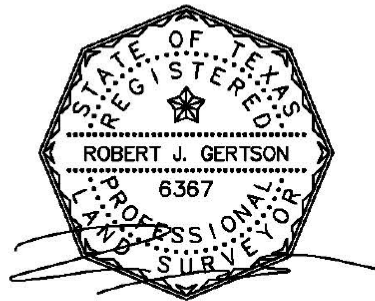
**THENCE**, with the southern line of said 5.300 acre tract and also being the northern right of way line of County Road 404, N 82° 10' 59" W, a distance of 655.87 feet to the **POINT OF BEGINNING**.

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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805 Las Cimas Parkway, Suite 310  
Austin, Texas 78746  
Ph. 512-904-0505  
TBPE LS Firm No. 10193726



08/19/2021

PARCEL 4  
(Southwestern Area)

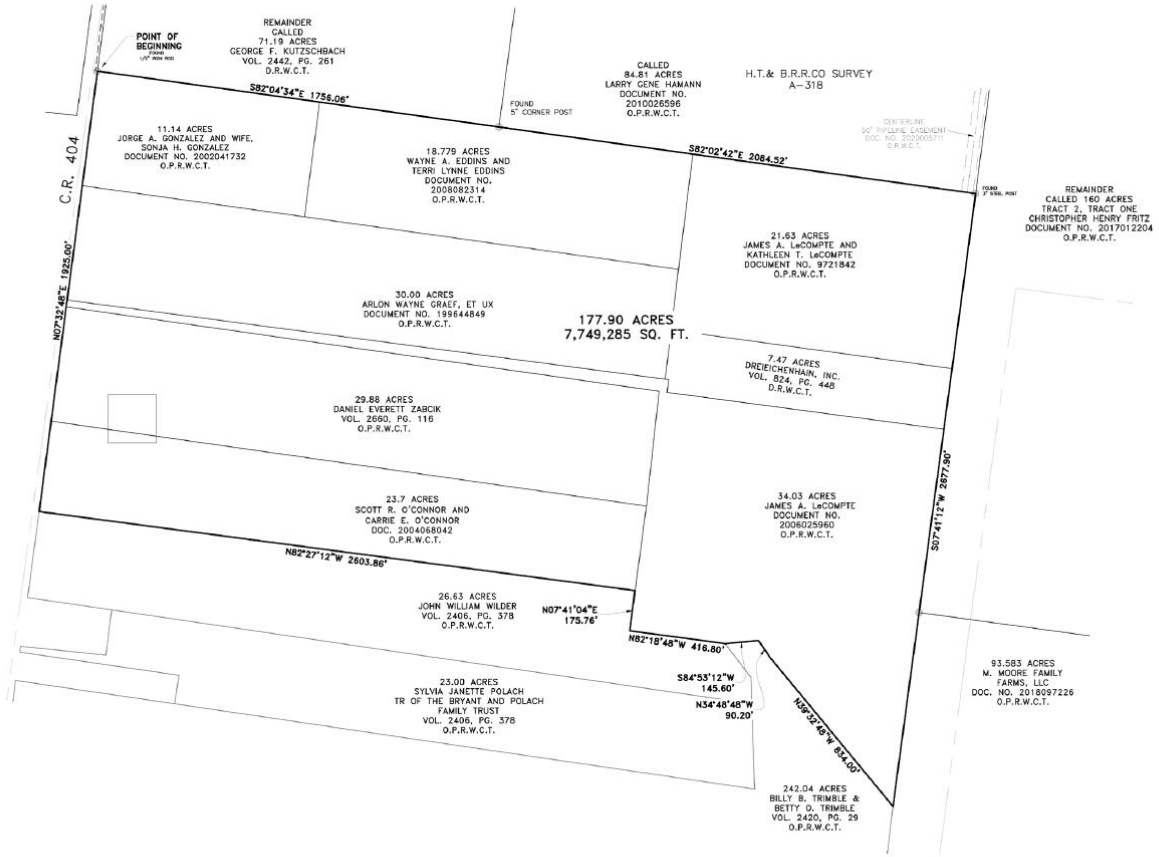
VICINITY MAP



VICINITY MAP

N.T.S.

**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:

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 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.

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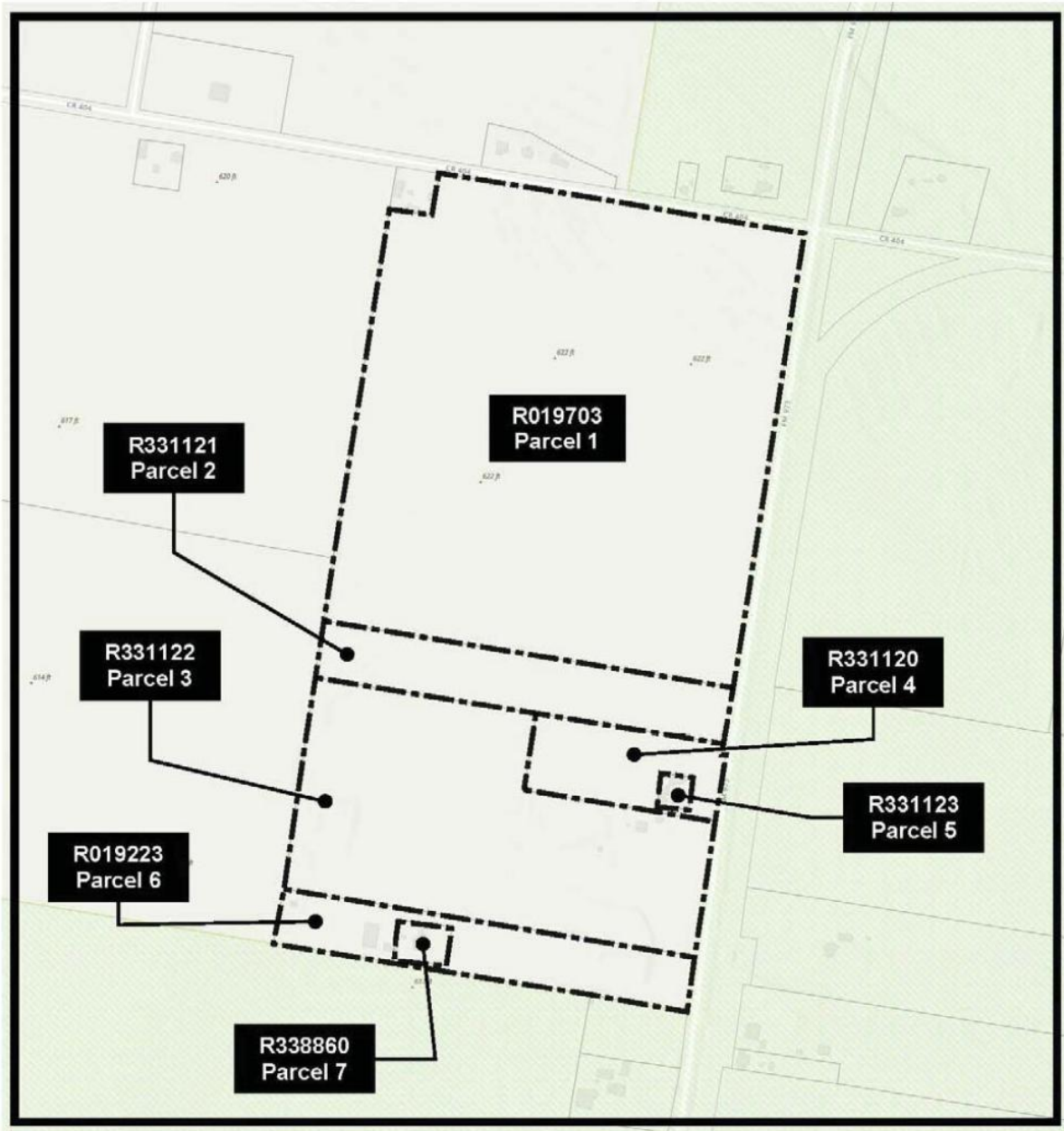
08/26/2021

Added Properties  
Visual Depiction  
(Parcels 1 through 9 – large map)



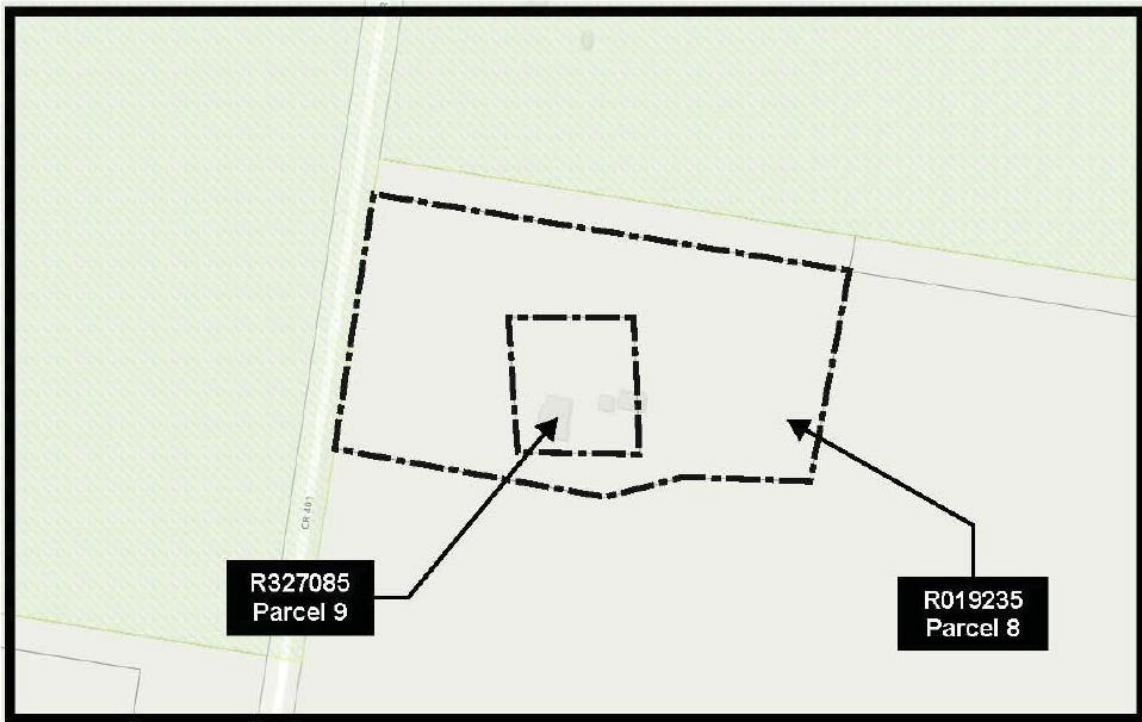
Added Properties  
Visual Depiction  
(Parcels 1 through 7 - detail)

*INSET "B"*



Added Properties  
Visual Depiction  
(Parcels 8 and 9 - detail)

*INSET "A"*















Parcels 1 and 2 consist of the following described area:

A 100.57 ACRE (4,381,046 SQUARE FEET), TRACT OF LAND, LYING WITHIN 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 1) CONVEYED TO WALLIN FARM & RANCH PARTNERSHIP, LTD. IN DOCUMENT NO. 2004043044, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR THE SOUTHWESTERN CORNER OF SAID REMAINDER OF CALLED 100.718 ACRE TRACT, BEING THE NORTHWESTERN 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 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 SOUTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE WESTERN LINE OF SAID REMAINDER OF 100.718 ACRE TRACT AND ALSO BEING THE EASTERN LINE OF SAID REMAINDER OF 160 ACRE TRACT, N 07° 36' 52" E, A DISTANCE OF 2155.97 FEET TO A FENCE CORNER FOUND FOR AN ELL CORNER OF A SAID REMAINDER OF 100.718 ACRE TRACT AND ALSO BEING THE SOUTHWESTERN CORNER 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;

THENCE, WITH A NORTHERN LINE OF SAID REMAINDER OF 100.718 ACRE TRACT AND ALSO BEING THE SOUTHERN LINE OF SAID 0.879 ACRE TRACT, S 82° 21' 59" E, A DISTANCE OF 185.22 FEET TO A FENCE CORNER FOUND;

THENCE, WITH A WESTERN LINE OF SAID REMAINDER OF 100.718 ACRE TRACT AND ALSO BEING THE EASTERN LINE OF SAID 0.879 ACRE TRACT, N 10° 05' 24" E, A DISTANCE OF 201.55 FEET TO A FENCE CORNER FOUND, FOR THE MOST NORTHERN NORTHWESTERN CORNER OF SAID REMAINDER OF 100.718 ACRE TRACT, THE NORTHEASTERN CORNER OF SAID 0.879 ACRE TRACT AND ALSO BEING ON THE SOUTHERN RIGHT OF WAY LINE OF COUNTY ROAD 404 (R.O.W. VARIES), FOR THE MOST NORTHERN NORTHWESTERN CORNER OF THE HEREIN DESCRIBED 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 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 ON THE WESTERN RIGHT OF WAY LINE OF FARM TO MARKET ROAD 973, FOR 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 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 A SAID REMAINDER OF 12.28 ACRE TRACT;

THENCE, WITH THE SOUTHERN LINE OF SAID REMAINDER OF 100.718 ACRE TRACT AND ALSO BEING THE NORTHERN LINE SAID REMAINDER OF 12.28 ACRE TRACT, N 82° 15' 01" W, A DISTANCE OF 1016.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 100.57 ACRES OR 4,381,046 SQUARE FEET, MORE OR LESS.

Parcel 3 consists of the following described area:

A 35.18 ACRE (1,532,484 SQUARE FEET), TRACT OF LAND, LYING WITHIN THE JACOB EBBERLY SURVEY, ABSTRACT 923, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 6.416 ACRE TRACT CONVEYED TO DOUGLAS R. URBANEK AND WIFE, REBECCA LYNN URBANEK IN VOLUME 2248, PAGE 653, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF A CALLED 0.533 ACRE TRACT, CONVEYED TO DOUGLAS R. URBANEK AND WIFE, REBECCA LYNN URBANEK IN VOLUME 2248, PAGE 651, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF A CALLED 28.246 ACRE TRACT, CONVEYED TO DOUGLAS R. URBANEK AND WIFE, REBECCA LYNN URBANEK IN VOLUME 2248, PAGE 656, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND A PORTION OF THE REMAINDER OF A CALLED 30.206 ACRE TRACT CONVEYED TO DOUGLAS R. URBANEK ET AL IN VOLUME 2009, PAGE 923, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A TXDOT MONUMENT FOUND FOR THE NORTHEASTERN CORNER OF SAID 28.246 ACRE TRACT, THE SOUTHEASTERN CORNER OF A CALLED 7.191 ACRE TRACT, CONVEYED TO DOUGLAS R. URBANEK IN DOCUMENT NO. 2020039592, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND ALSO BEING ON THE WESTERN RIGHT OF WAY LINE OF FARM TO MARKET ROAD 973 (R.O.W. VARIES), FOR THE POINT OF BEGINNING AND THE MOST EASTERN NORTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EASTERN LINE OF SAID 28.246 ACRE TRACT AND ALSO BEING THE WESTERN RIGHT OF WAY LINE OF FARM TO MARKET ROAD 973, S 07° 23' 06" W, A DISTANCE OF 616.97 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" SET FOR THE SOUTHEASTERN CORNER OF SAID 28.246 ACRE TRACT AND ALSO BEING THE NORTHEASTERN CORNER 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, FOR THE SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHERN LINE OF SAID 28.246 ACRE TRACT AND ALSO BEING NORTHERN LINE OF SAID 11.0165 ACRE TRACT, N 82° 17' 04" W, A DISTANCE OF 1906.01 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWESTERN CORNER OF SAID 28.246 ACRE TRACT, THE NORTHWESTERN CORNER OF SAID 11.0165 ACRE TRACT AND ALSO BEING THE EASTERN LINE OF THE REMAINDER OF A CALLED 160 ACRE TRACT, TRACT ONE, CONVEYED TO CHRISTOPHER HENRY FRITZ IN DOCUMENT NO. 2017012204, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, FOR THE SOUTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE WESTERN LINE OF SAID 28.246 ACRE TRACT AND ALSO BEING EASTERN LINE OF SAID REMAINDER OF 160 ACRE TRACT, N 07° 40' 36" E, A DISTANCE OF 775.42 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWESTERN CORNER OF SAID 28.246 ACRE TRACT AND ALSO BEING THE SOUTHWESTERN CORNER OF SAID 6.416 ACRE TRACT;

THENCE, WITH THE WESTERN LINE OF SAID 6.416 ACRE TRACT AND ALSO BEING EASTERN LINE OF SAID REMAINDER OF 160 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

1. N 07° 51' 18" E, A DISTANCE OF 146.86 FEET TO A 1/2" IRON ROD FOUND;
2. N 07° 20' 47" E, A DISTANCE OF 47.77 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWESTERN CORNER OF SAID 6.416 ACRE TRACT AND ALSO BEING 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, FOR THE NORTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHERN LINE OF SAID 6.416 ACRE TRACT AND 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 6.416 ACRE TRACT AND ALSO BEING THE NORTHWESTERN CORNER OF SAID 7.191 ACRE TRACT, FOR AN ELL CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EASTERN LINE OF SAID 6.416 ACRE TRACT AND ALSO BEING THE WESTERN LINE OF SAID 7.191 ACRE TRACT, S 07° 39' 10" W, A DISTANCE OF 355.23 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" SET FOR THE SOUTHEASTERN CORNER OF SAID 6.416 ACRE TRACT, THE SOUTHWESTERN CORNER OF SAID 7.191 ACRE TRACT, THE WESTERN CORNER OF SAID 0.533 ACRE TRACT AND ALSO BEING ON THE NORTHERN LINE OF SAID 28.246 ACRE TRACT, FOR AN ELL CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHERN LINES OF SAID 0.533 ACRE TRACT AND SAID 28.246 ACRE TRACT AND ALSO BEING THE SOUTHERN LINE OF SAID 7.191 ACRE TRACT, S 82° 27' 45" E, A DISTANCE OF 885.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.18 ACRES OR 1,532,484 SQUARE FEET, MORE OR LESS.

Parcels 4 and 5 consist of the following described area:

A 7.19 ACRE (313,308 SQUARE FEET), TRACT OF LAND, LYING WITHIN THE JACOB EBBERLY SURVEY, ABSTRACT 923, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 7.191 ACRE TRACT, CONVEYED TO DOUGLAS R. URBANEK IN DOCUMENT NO. 2020039592, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" SET FOR THE MOST NORTHERN NORTHEASTERN CORNER OF SAID 7.191 ACRE TRACT, THE SOUTHEASTERN 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 WESTERN RIGHT OF WAY LINE OF FARM TO MARKET ROAD 973, FOR THE POINT OF BEGINNING AND THE MOST NORTHERN 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 (3) COURSES AND DISTANCES:

1. S 07° 24' 04" W, A DISTANCE OF 48.03 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" SET;
2. S 82° 29' 00" E, A DISTANCE OF 20.69 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" SET;
3. S 07° 23' 06" W, A DISTANCE OF 307.06 FEET TO A TXDOT MONUMENT FOUND FOR THE SOUTHEASTERN CORNER OF SAID 7.191 ACRE TRACT AND ALSO BEING THE NORTHEASTERN CORNER OF A CALLED 28.246 ACRE TRACT, CONVEYED TO DOUGLAS R. URBANEK AND WIFE, REBECCA LYNN URBANEK IN VOLUME 2248, PAGE 656, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE MOST SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHERN LINE OF SAID 7.191 ACRE TRACT, THE NORTHERN LINE OF SAID 28.246 ACRE TRACT AND THE NORTHERN LINE OF A CALLED 0.533 ACRE TRACT, CONVEYED TO DOUGLAS R. URBANEK AND WIFE, REBECCA LYNN URBANEK IN VOLUME 2248, PAGE 651, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, N 82° 27' 45" W, A DISTANCE OF 885.80 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" SET FOR THE SOUTHWESTERN CORNER OF SAID 7.191 ACRE TRACT, THE WESTERN CORNER OF SAID 0.533 ACRE TRACT AND ALSO BEING THE SOUTHEASTERN CORNER OF A CALLED 6.416 ACRE TRACT, CONVEYED TO DOUGLAS R. URBANEK AND WIFE, REBECCA LYNN URBANEK IN VOLUME 2248, PAGE 653, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE MOST SOUTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE WESTERN LINE OF SAID 7.191 ACRE TRACT AND ALSO BEING THE EASTERN LINE OF SAID 6.416 ACRE TRACT, N 07° 39' 10" E, A DISTANCE OF 355.23 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWESTERN CORNER OF SAID 7.191 ACRE TRACT, THE NORTHWESTERN CORNER OF SAID 6.416 ACRE TRACT AND ALSO BEING ON THE SOUTHERN LINE OF SAID REMAINDER OF A CALLED 100.718 ACRE TRACT, FOR THE NORTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHERN LINE OF SAID 7.191 ACRE TRACT ALSO BEING THE SOUTHERN LINE OF SAID REMAINDER OF A CALLED 100.718 ACRE TRACT, S 82° 27' 09" E, A DISTANCE OF 863.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.19 ACRES OR 313,308 SQUARE FEET, MORE OR LESS.

Parcels 6 and 7 consist of the following described area:

A 11.02 ACRE (479,944 SQUARE FEET), TRACT OF LAND, LYING WITHIN THE JACOB EBBERLY SURVEY, ABSTRACT 923, WILLIAMSON COUNTY, TEXAS, AND BEING 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 WITH CAP STAMPED "ATWELL LLC" SET FOR THE NORTHEASTERN CORNER OF SAID 11.0165 ACRE TRACT, THE SOUTHEASTERN CORNER OF A CALLED 28.246 ACRE TRACT, CONVEYED TO DOUGLAS R. URBANEK AND WIFE, REBECCA LYNN URBANEK IN VOLUME 2248, PAGE 656, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND ALSO BEING ON THE WESTERN RIGHT OF WAY LINE OF FARM TO MARKET ROAD 973 (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 11.0165 ACRE TRACT AND ALSO BEING THE WESTERN RIGHT OF WAY LINE OF FARM TO MARKET ROAD 973, S 07° 23' 06" W, A DISTANCE OF 252.02 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" SET FOR THE SOUTHEASTERN CORNER OF SAID 11.0165 ACRE TRACT AND ALSO BEING THE NORTHEASTERN CORNER OF A CALLED LOT 1, TEICHELMAN ACES, A SUBDIVISION RECORDED IN VOLUME I, PAGE 277, PLAT RECORDS OF WILLIAMSON COUNTY, FOR THE SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHERN LINE OF SAID 11.0165 ACRE TRACT, BEING THE NORTHERN LINE OF SAID LOT 1 AND ALSO BEING 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° 16' 01" W, A DISTANCE OF 1907.29 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWESTERN CORNER OF SAID 11.0165 ACRE TRACT AND ALSO BEING THE SOUTHEASTERN CORNER OF THE REMAINDER OF A CALLED 160 ACRE TRACT, TRACT 2, TRACT ONE, CONVEYED TO CHRISTOPHER HENRY FRITZ IN DOCUMENT NO. 2017012204, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, FOR THE SOUTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE WESTERN LINE OF SAID 11.0165 ACRE TRACT AND ALSO BEING EASTERN LINE OF SAID REMAINDER OF 160 ACRE TRACT, N 07° 40' 36" E, A DISTANCE OF 251.43 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWESTERN CORNER OF SAID 11.0165 ACRE TRACT AND ALSO BEING THE SOUTHWESTERN CORNER OF SAID 28.246 ACRE TRACT, FOR THE NORTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHERN LINE OF SAID 11.0165 ACRE TRACT AND ALSO BEING THE SOUTHERN LINE OF SAID 28.246 ACRE TRACT, S 82° 17' 04" E, A DISTANCE OF 1906.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.02 ACRES OR 479,944 SQUARE FEET, MORE OR LESS.

Parcels 8 and 9 consist of the following described area:

A 8.43 ACRE (367,363 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 8.43 ACRE TRACT, CONVEYED TO RUSSEL RIPPLE IN VOLUME 1745, PAGE 154, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR THE NORTHWESTERN CORNER OF SAID 8.43 ACRE TRACT, THE SOUTHWESTERN CORNER OF A CALLED 48.100 ACRE TRACT, CONVEYED TO LAURICE MARIE BUSH IN DOCUMENT NO. 2018101419, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND ALSO BEING ON THE EASTERN RIGHT OF WAY LINE OF COUNTY ROAD 401 (RIGHT OF WAY VARIES), FOR THE POINT OF BEGINNING AND THE NORTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHERN LINE OF SAID 8.43 ACRE TRACT AND ALSO BEING THE SOUTHERN LINE OF SAID 48.100 ACRE TRACT, S 82° 28' 11" E, A DISTANCE OF 819.64 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" SET FOR THE NORTHEASTERN CORNER OF SAID 8.43 ACRE TRACT AND ALSO BEING AN ELL CORNER 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, FOR THE NORTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EASTERN LINE OF SAID 8.43 ACRE TRACT AND ALSO BEING A WESTERN LINE OF SAID 79.49 ACRE TRACT, S 10° 54' 30" W, A DISTANCE OF 409.12 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEASTERN CORNER OF SAID 8.43 ACRE TRACT AND ALSO BEING AN ELL CORNER OF SAID 79.49 ACRE TRACT, FOR THE SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHERN LINE OF SAID 8.43 ACRE TRACT AND ALSO BEING A NORTHERN LINE OF SAID 79.49 ACRE TRACT, THE FOLLOWING THREE (3) COURSE AND DISTANCES:

1. N 86° 50' 59" W, A DISTANCE OF 224.17 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" SET;
2. S 77° 19' 50" W, A DISTANCE OF 137.53 FEET TO A 1/2" IRON ROD FOUND;
3. N 83° 44' 37" W, A DISTANCE OF 441.18 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" SET FOR THE SOUTHWESTERN CORNER OF SAID 8.43 ACRE TRACT, AN ELL CORNER OF SAID 79.49 ACRE TRACT AND ALSO BEING ON THE EASTERN RIGHT OF WAY LINE OF COUNTY ROAD 401, FOR THE SOUTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE WESTERN LINE OF SAID 8.43 ACRE TRACT AND ALSO BEING THE EASTERN RIGHT OF WAY LINE OF COUNTY ROAD 401, N 07° 18' 23" E, A DISTANCE OF 482.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.43 ACRES OR 367,363 SQUARE FEET, MORE OR LESS.

But excluding therefrom the following described area:

A 1.13 acre (49,062 square feet), tract of land, lying within the H.T.&B.R.R.CO. Survey, Abstract 315, Williamson County, Texas, and being a portion of a called 8.43 acre tract, conveyed to Russel Ripple in Volume 1745, Page 154, Deed Records of Williamson County, Texas, described as follows:

**BEGINNING** at a 1/2" iron rod found for the northwestern corner of said 8.43 acre tract, the southwestern corner of a called 48.100 acre tract, conveyed to Laurice Marie Bush in Document No. 2018101419, Official Public Records of Williamson County, Texas and also being on the eastern right of way line of County Road 401 (right of way varies), for the **POINT OF BEGINNING** and the northwestern corner of the herein described tract;

**THENCE**, with the northern line of said 8.43 acre tract and also being the southern line of said 48.100 acre tract, S 82° 28' 11" E, a distance of 819.64 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northeastern corner of said 8.43 acre tract and also being an ell corner 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, for the northeastern corner of the herein described tract, from which a 1/2" iron rod found for the southeastern corner of said 48.100 acre tract and also being the northeastern corner of said 79.49 acre tract bears S 82° 28' 11" E, a distance of 1084.96 feet;

**THENCE**, with the eastern line of said 8.43 acre tract and also being a western line of said 79.49 acre tract, S 10° 54' 30" W, a distance of 60.10 feet to a calculated point, for the southeastern corner of the herein described tract, from which a 1/2" iron rod found for the southeastern corner of said 8.43 acre tract and also being an ell corner of said 79.49 acre tract bears S 10° 54' 30" W, a distance of 349.01 feet;

**THENCE**, over and across said 8.43 acre tract, N 82° 28' 11" W, a distance of 815.87 feet to a calculated point on the western line of said 8.43 acre tract and also being on the eastern right of way line of County Road 401, for the southwestern corner of the herein described tract;

**THENCE**, with the western line of said 8.43 acre tract and also being the eastern right of way line of County Road 401, N 07° 18' 23" E, a distance of 60.00 feet to the **POINT OF BEGINNING**.

Containing 1.13 acres or 49,062 square feet, more or less.

Parcel 10 consists of the following described area:

A 14.37 Acre (626,058 Square Feet), tract of land, lying within the Benjamin J. Tyler Survey Abstract 631, the Lucius A Tyler Survey Abstract 632, the Thomas B Lee Survey Abstract 800, the Watkins Nobles Survey Abstract 484, 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 H.T.&B.R.R.Co. Survey, Abstract 315, Williamson County, Texas, and being a portion of County Road 401 and County Road 404 as occupied and maintained by Williamson County Texas, as shown on Page 4 of 5, described As Follows:

**COMMENCING**, at a 1/2" iron rod found on the eastern right of way line of County Road 401 (right of way varies), being the northwestern corner of a called 1.13 acre tract, Tract 2, conveyed to Prophet Capital Management, LTD in Document No. 2021187922, Official Public Records of Williamson County, Texas and also being the southwestern corner 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 the eastern right of way line of County Road 401 and also being the western line of said 1.13 acre tract and of the remainder of a called 8.43 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184854, Official Public Records of Williamson County, Texas, S 07° 18' 23" W, a distance of 482.83 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the southwestern corner of said remainder of 8.43 acre tract and also being an ell corner of a called 79.36 acre tract, Tract 1, conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184492, Official Public Records of Williamson County, Texas;

**THENCE**, with the eastern right of way line of County Road 401 and also being the western line of said 79.36 acre tract, S 07° 06' 15" W, a distance of 365.08 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, continuing with the eastern right of way line of County Road 401 and also being the western line of said 79.36 acre tract, S 07° 06' 15" W, a distance of 1159.54 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set, for the southwestern corner of said 79.36 acre tract and also being the northwestern corner of a called 0.93 acre tract, conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021187920, Official Public Records of Williamson County, Texas;

**THENCE**, with the eastern right of way line of County Road 401 and also being the western line of said 0.93 acre tract, S 09° 41' 07" W, a distance of 19.59 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set, for the southwestern corner of said 0.93 acre tract and also being the northwestern corner of a called 140.73 conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184511, Official Public Records of Williamson County, Texas;

**THENCE**, with the eastern right of way line of County Road 401 and also being the western line of said 140.73 acre tract, S 07° 49' 01" W, a distance of 2491.60 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for an ell corner of said 140.73 acre tract and also being the northwestern corner of a called 5.30 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184505, Official Public Records of Williamson County, Texas;

**THENCE**, with the eastern right of way line of County Road 401 and also being the western line of said 5.300 acre tract, S 07° 49' 01" W, a distance of 352.00 feet to a 1/2" iron rod with cap stamped "BRYAN TECH" found for the southwestern corner of said 5.30 acre tract and also being on the northern right of way line of County Road 404 (right of way varies);

**THENCE**, with the northern right of way line of County Road 404 and also being the southern line of said 5.30 acre tract, S 82° 10' 59" E, a distance of 655.87 feet to a 1/2" iron rod found for the southeastern corner of said 5.30 acre tract and also being an ell corner of said 140.73 acre tract;

**THENCE**, with the northern right of way line of County Road 404 and also being the southern line of said 140.73 acre tract, S 82° 10' 59" E, a distance of 874.15 feet to a 1/2" iron rod with cap stamped "BRYAN TECH" found for an ell corner of said 140.73 acre tract and also being the southwestern of a called 2.00 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184507, Official Public Records of Williamson County, Texas;

**THENCE**, with the northern right of way line of County Road 404 and also being the southern line of said 2.00 acre tract, S 82° 10' 59" E, a distance of 619.59 feet to a 1/2" iron rod found for the southeastern corner of said 2.00 acre tract and also being an ell corner of said 140.73 acre tract;

THENCE, with the northern right of way line of County Road 404 and also being the southern line of said 140.73 acre tract, S 82° 10' 59" E, a distance of 117.38 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the southeastern corner of said 140.73 acre tract and also being the southwestern corner of the remainder of a called 75 acre tract, conveyed to Tony Daniel Michalik in Volume 440, Page 579, Deed Records of Williamson County, Texas;

THENCE, over and across said County Road 404, S 07° 48' 15" W, a distance of 65.26 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set on the southern right of way line of County Road 404 and also being on the northern line of a called 100.57 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184352, Official Public Records of Williamson County, Texas;

THENCE, with the southern right of way line of County Road 404 and also being the northern line of said 100.57 acre tract, N 82° 09' 51" W, a distance of 880.85 feet to a fence post found for an ell corner said 100.57 acre tract and also being the northeastern corner of a called 0.875 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021183313, Official Public Records of Williamson County, Texas;

THENCE, with the southern right of way line of County Road 404 and also being the northern line of said 0.875 acre tract, N 80° 54' 23" W, a distance of 188.66 feet to a fence post found for the northwestern corner of said 0.875 acre tract and also being the northeastern corner of a called 159.14 acre tract, Tract 2 conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184492, Official Public Records of Williamson County, Texas;

THENCE, with the southern right of way line of County Road 404 and also being the northern line of said 159.14 acre tract, N 82° 11' 33" W, a distance of 1941.14 feet to a 1/2" iron rod found, for the northwestern corner of said 159.14 acre tract and also being the northeastern corner of a called 84.06 acre tract, Tract 2 conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021181069, Official Public Records of Williamson County, Texas;

THENCE, with the southern right of way line of County Road 404 and also being the northern line of said 84.06 acre tract, the following two (2) courses and distance:

1. N 81° 52' 45" W, a distance of 1365.92 feet to a 1/2" iron rod with cap stamped "BRYAN TECH" found;
2. N 82° 10' 07" W, a distance of 718.39 feet to a mag nail on top of fence post found, for the northwestern corner of said 84.06 acre tract and also being the northeastern corner of a called 70.38 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184494, Official Public Records of Williamson County, Texas;

THENCE, with the southern right of way line of County Road 404 and also being the northern line of the said 70.38 acre tract, N 82° 00' 45" W, a distance of 1463.50 feet to a 1/2" iron rod with cap stamped "KC ENG" found;

THENCE, over and across said County Road 404, N 07° 58' 51" E, a distance of 55.72 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set on the northern right of way line of County Road 404 and also being on the southern line of a called 164.63 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184270, Official Public Records of Williamson County, Texas;

THENCE, with the northern right of way line of County Road 404 and also being the southern line of said 164.63 acre tract, S 82° 01' 09" E, a distance of 1990.31 feet to a 1/2" iron rod found for the southeastern corner of said 164.63 acre tract and also being the southwestern corner of a called 61.29 acre tract, Tract 1 conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021181069, Official Public Records of Williamson County, Texas;

THENCE, with the northern right of way line of County Road 404 and also being the southern line of said 61.29 acre tract, S 82° 09' 52" E, a distance of 871.92 feet to a 1/2" iron rod found for the southeastern corner of said 61.29 acre tract and also being the southwestern corner of a called 95.27 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184038, Official Public Records of Williamson County, Texas;

THENCE, with the northern right of way line of County Road 404 and also being the southern line of said 95.27 acre tract, S 82° 10' 39" E, a distance of 1359.65 feet to a 1/2" iron rod with cap stamped "BRYAN TECH" found for the southeastern corner of said 95.27 acre tract and also being on the western right of way line of County Road 401 (right of way varies);

THENCE, with the western right of way line of County Road 401 and also being the eastern line of said 95.27 acre tract, N 08° 05' 03" E, a distance of 3031.44 feet to a 6" wood post found for the northeastern corner of said 95.27 acre tract and also being the southeastern corner of a called 51.57 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021183993, Official Public Records of Williamson County, Texas;

THENCE, with the western right of way line of County Road 401 and also being the eastern line of said 51.57 acre tract, N 07° 34' 17" E, a distance of 990.46 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northeastern corner of said 51.57 acre tract and also being the southeastern corner of a called 79.74 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 2005011333, Official Public Records of Williamson County, Texas;

THENCE, over and across said County Road 401, S 82° 46' 28" E, a distance of 45.64 feet to the POINT OF BEGINNING.

Containing 14.37 acres or 626,058 square feet, more or less.

The Zone does not include the 7.72 acre Linde Site described and depicted below for which Williamson Appraisal District has not yet assigned account numbers:

A 7.72 Acre (336,212 Square Feet), tract of land, lying within the H.T.&B.R.R.Co Survey, Abstract 315, Williamson County, Texas, and being a portion of the remainder of a called 79.36 acre tract, Tract 1, conveyed to Samsung Austin Semiconductor, LLC, in Document No. 2021184492, Official Public Records of Williamson County, Texas, described as Follows:

**COMMENCING**, at a 1/2" iron rod found for the southeastern corner of said remainder of the 79.36 acre tract, the northeastern corner of a called 0.93 acre tract, conveyed to Samsung Austin Semiconductor, LLC, in Document No. 2021187920, Official Public Records of Williamson County, Texas 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, from which a 1/2" iron rod with "ATWELL" cap found for the northeastern corner of said remainder of the 79.36 acre tract, the southeastern corner of a called 1.50 acre tract, Tract 1 conveyed to Prophet Capital Management, LTD in Document No. 2021187922, Official Public Records of Williamson County, Texas and also being on the western line of said 151.17 acre tract bears, N 07° 08' 58" E, a distance of 1947.41 feet;

**THENCE**, over and across said remainder of the 79.36 acre tract, the following five (5) courses and distances:

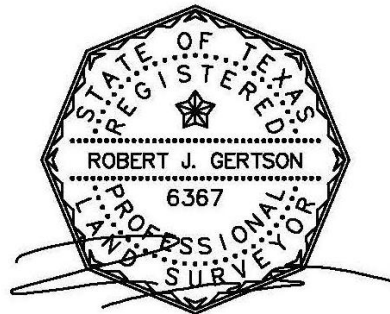
1. N 52° 34' 29" W, a distance of 1044.25 feet to a 1/2" iron rod with "ATWELL" cap set for the **POINT OF BEGINNING** of the herein described tract;
2. N 82° 11' 15" W, a distance of 817.26 feet to a 1/2" iron rod with "ATWELL" cap set;
3. N 07° 44' 04" E, a distance of 410.84 feet to a 1/2" iron rod with "ATWELL" cap set;
4. S 82° 16' 03" E, a distance of 817.18 feet to a 1/2" iron rod with "ATWELL" cap set, from which said 1/2" iron rod with "ATWELL" cap found for the northeastern corner of said remainder of the 79.36 acre tract, the southeastern corner of a said 1.50 acre tract and also being on the western line of said 151.17 acre tract bears, N 48° 48' 32" E, a distance of 1350.51 feet;
5. S 07° 43' 26" W, a distance of 411.98 feet to the **POINT OF BEGINNING**.

Containing 7.72 acres or 336,212 square feet, more or less.

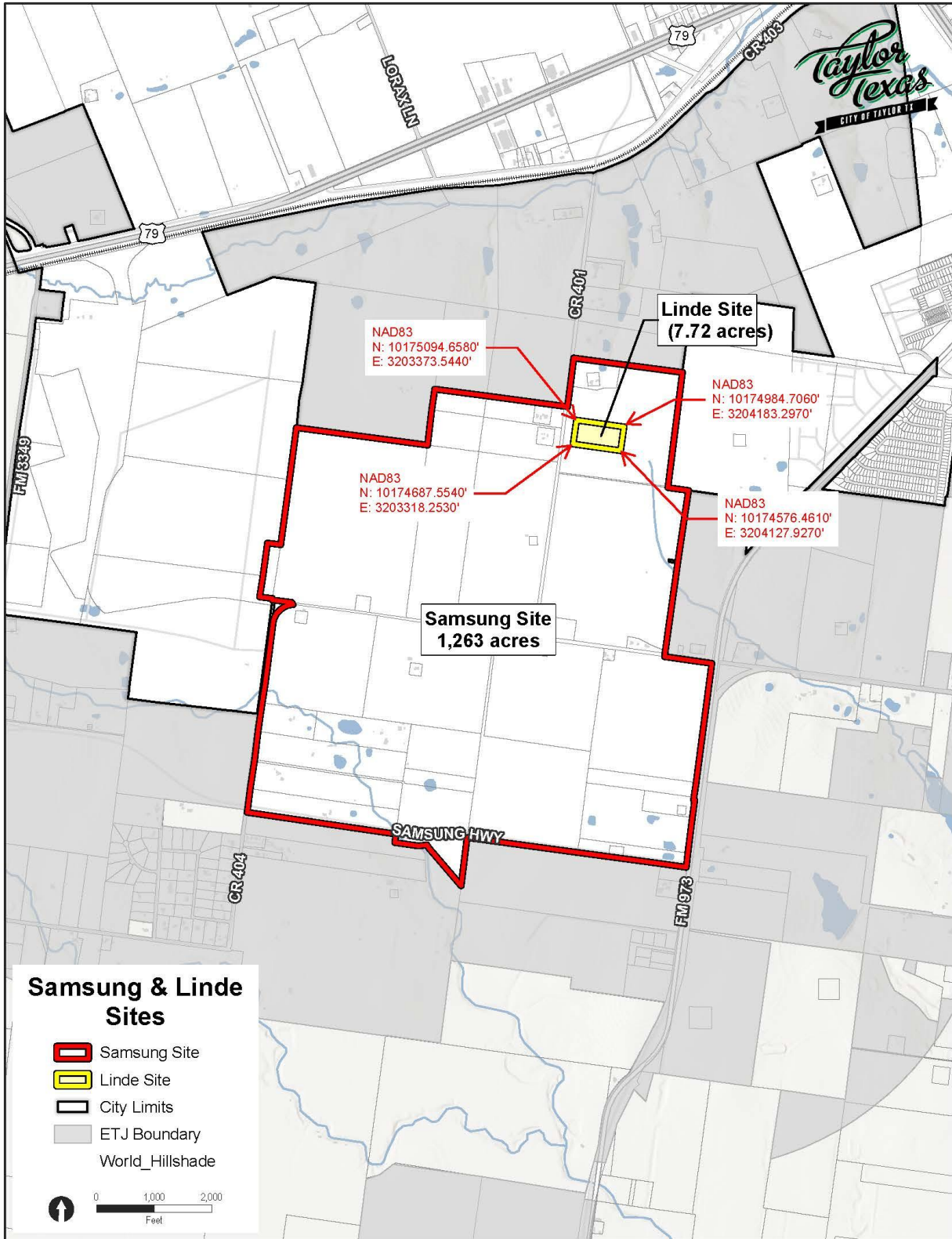
BEARING BASIS NOTE

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

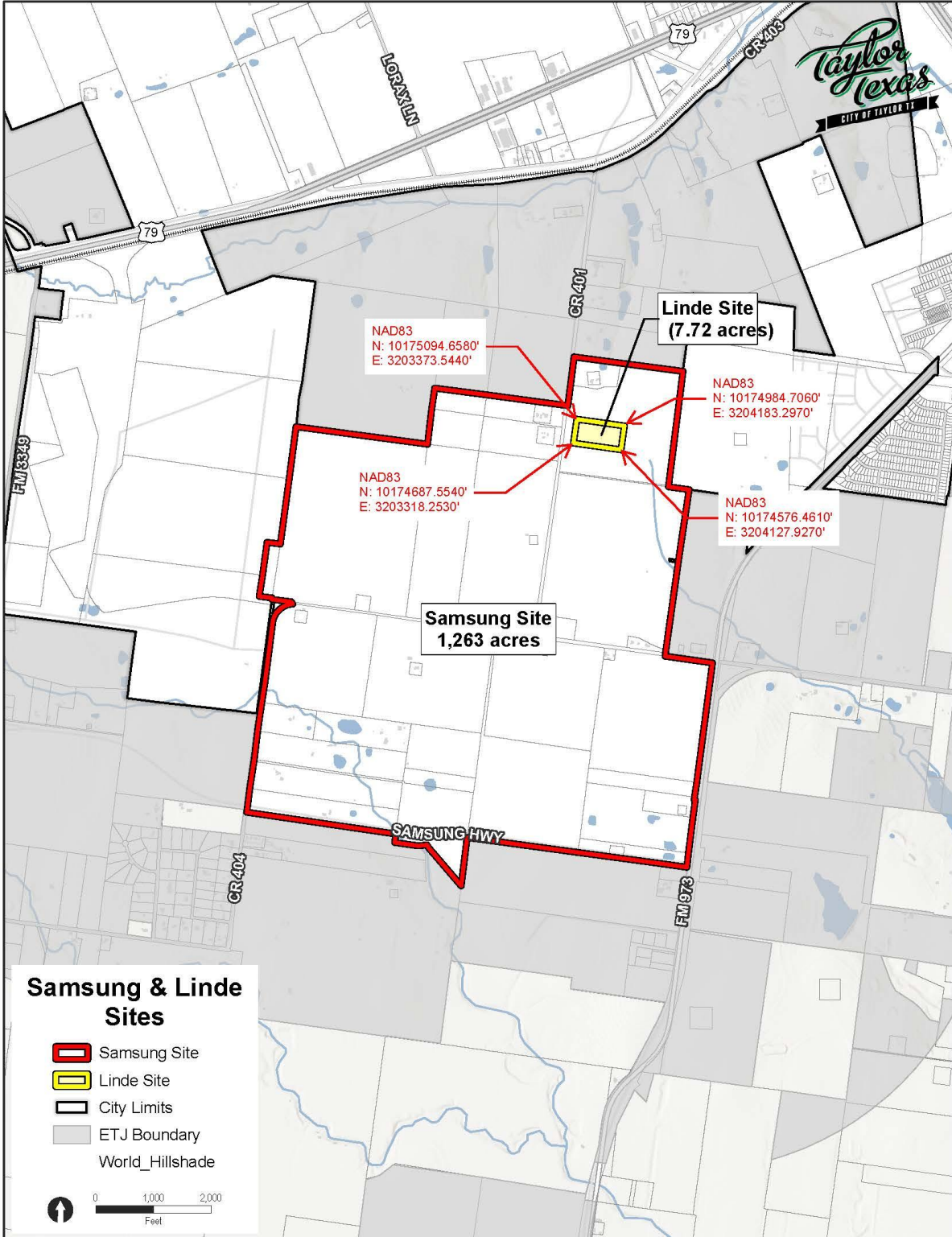


10/05/2022



# APPENDIX B

## Map of the Property



## APPENDIX C

### Estimated Timeline of Incurred Costs

Completion of Construction of the Initial Improvements. Company shall, subject to delays resulting from one or more events of Force Majeure and/or an uncured breach of a Related Agreement by City, cause Completion of Construction of the Initial Improvements on or before December 31, 2028, in phases as set forth below:

- By December 31, 2026, Company will cause Completion of Construction of a minimum of 3,000,000 square feet of Improvements (not including temporary construction facilities such as temporary modular or mobile structures) for which temporary or final certificates of occupancy may be issued, such issuances not to be unreasonably withheld, delayed or denied by the City (“Occupiable Improvements”), and a minimum of 3,000,000 square feet of non-Occupiable Improvements (“Non-Occupiable Improvements”), for a total minimum of 6,000,000 square feet of Occupiable Improvements and Non-Occupiable Improvements; and
- By December 31, 2028, Company will cause Completion of Construction of a minimum of an additional 1,000,000 square feet of Occupiable Improvements, for a total minimum of 4,000,000 square feet of Occupiable Improvements and a total minimum of 7,000,000 square feet of Occupiable Improvements and Non-Occupiable Improvements.”

## APPENDIX D

### Captured Appraised Value and Feasibility Study

This schedule has been revised to account for the exclusion of the 7.72 acre Linde Site

Year	Real Property (a)	Personal Property (a)	Projected Real and Personal Property AV Before Base	Tax Increment Base (b)	Projected Incremental Real and Personal Property AV	City of Taylor Tax Rate (c)	Projected City of Taylor Gross Ad Valorem Taxes
2023	\$ 5,000,000	\$ -	\$ 5,000,000	\$ 21,941,331	\$ -	0.628774	\$ -
2024	\$ 10,000,000	\$ -	\$ 10,000,000	\$ 21,941,331	\$ -	0.591368	\$ -
2025	\$ 1,559,107,718	\$ 1,426,810,000	\$ 2,985,917,718	\$ 21,845,265	\$ 2,964,072,453	0.591368	\$ 17,528,576
2026	\$ 1,559,107,718	\$ 2,578,200,000	\$ 4,137,307,718	\$ 21,845,265	\$ 4,115,462,453	0.591368	\$ 24,337,528
2027	\$ 1,559,107,718	\$ 3,270,260,000	\$ 4,829,367,718	\$ 21,845,265	\$ 4,807,522,453	0.591368	\$ 28,430,149
2028	\$ 1,559,107,718	\$ 3,118,750,000	\$ 4,677,857,718	\$ 21,845,265	\$ 4,656,012,453	0.591368	\$ 27,534,168
2029	\$ 1,559,107,718	\$ 3,375,140,000	\$ 4,934,247,718	\$ 21,845,265	\$ 4,912,402,453	0.591368	\$ 29,050,376
2030	\$ 1,559,107,718	\$ 3,493,840,000	\$ 5,052,947,718	\$ 21,845,265	\$ 5,031,102,453	0.591368	\$ 29,752,330
2031	\$ 1,559,107,718	\$ 2,298,124,600	\$ 3,857,232,318	\$ 21,845,265	\$ 3,835,387,053	0.591368	\$ 22,681,252
2032	\$ 1,559,107,718	\$ 1,509,422,200	\$ 3,068,529,918	\$ 21,845,265	\$ 3,046,684,653	0.591368	\$ 18,017,118
2033	\$ 1,559,107,718	\$ 957,250,000	\$ 2,516,357,718	\$ 21,845,265	\$ 2,494,512,453	0.591368	\$ 14,751,748
2034	\$ 1,559,107,718	\$ 592,088,800	\$ 2,151,196,518	\$ 21,845,265	\$ 2,129,351,253	0.591368	\$ 12,592,302
2035	\$ 1,559,107,718	\$ 402,244,400	\$ 1,961,352,118	\$ 21,845,265	\$ 1,939,506,853	0.591368	\$ 11,469,623
2036	\$ 1,559,107,718	\$ 290,124,600	\$ 1,849,232,318	\$ 21,845,265	\$ 1,827,387,053	0.591368	\$ 10,806,582
2037	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2038	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2039	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2040	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2041	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2042	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2043	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2044	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2045	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2046	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2047	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2048	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2049	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2050	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2051	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380
2052	\$ 1,559,107,718	\$ 228,200,000	\$ 1,787,307,718	\$ 21,845,265	\$ 1,765,462,453	0.591368	\$ 10,440,380

(a) - Per Impact Data Source, Williamson County Appraisal District, Section 313 Tax Abatement Proposal and reflects likely maintaining agriculture tax exemption on pc

(b) - Base value has been adjusted to exclude the 7.72 acre Linde Site per the 2025 TIRZ #1 Amendment.

(c) - Per Williamson County Appraisal District

SAS Tax Rebate %	SAS Tax Rebate	Cumulative SAS Rebate	Permit Fee Rebate %	Permit Fee Rebate	Beginning Permit Fee Reimbursement Balance	Rebate to SAS	Ending Permit Fee Reimbursement Balance (d)	TIRZ Administrative Costs	Net to City of Taylor	Cumulative to City of Taylor
92.5%	\$ -	\$ -	0.0%	\$ -	\$ 10,000,000	\$ -	\$ 10,000,000	\$ 10,000	\$ (10,000)	\$ (10,000)
92.5%	\$ -	\$ -	0.0%	\$ -	\$ 10,000,000	\$ -	\$ 10,000,000	\$ 10,200	\$ (10,200)	\$ (20,200)
92.5%	\$ 16,213,933	\$ 16,213,933	0.0%	\$ -	\$ 10,000,000	\$ -	\$ 10,000,000	\$ 10,404	\$ 1,304,239	\$ 1,284,039
92.5%	\$ 22,512,213	\$ 38,726,146	0.0%	\$ -	\$ 10,000,000	\$ -	\$ 10,000,000	\$ 10,612	\$ 1,814,703	\$ 3,098,742
92.5%	\$ 26,297,888	\$ 65,024,034	0.0%	\$ -	\$ 10,000,000	\$ -	\$ 10,000,000	\$ 10,824	\$ 2,121,437	\$ 5,220,179
92.5%	\$ 25,469,105	\$ 90,493,139	1.0%	\$ 275,342	\$ 10,000,000	\$ 275,342	\$ 9,724,658	\$ 11,041	\$ 1,778,680	\$ 6,998,859
92.5%	\$ 26,871,598	\$ 117,364,737	1.0%	\$ 290,504	\$ 9,724,658	\$ 290,504	\$ 9,434,155	\$ 11,262	\$ 1,877,013	\$ 8,875,872
92.5%	\$ 27,520,905	\$ 144,885,643	1.0%	\$ 297,523	\$ 9,434,155	\$ 297,523	\$ 9,136,631	\$ 11,487	\$ 1,922,415	\$ 10,798,286
92.5%	\$ 20,980,158	\$ 165,865,800	1.0%	\$ 226,813	\$ 9,136,631	\$ 226,813	\$ 8,909,819	\$ 11,717	\$ 1,462,565	\$ 12,260,851
92.5%	\$ 16,665,834	\$ 182,531,635	1.0%	\$ 180,171	\$ 8,909,819	\$ 180,171	\$ 8,729,648	\$ 11,951	\$ 1,159,162	\$ 13,420,013
90.0%	\$ 13,276,574	\$ 195,808,208	1.0%	\$ 147,517	\$ 8,729,648	\$ 147,517	\$ 8,582,130	\$ 12,190	\$ 1,315,467	\$ 14,735,480
90.0%	\$ 11,333,072	\$ 207,141,280	1.0%	\$ 125,923	\$ 8,582,130	\$ 125,923	\$ 8,456,207	\$ 12,434	\$ 1,120,873	\$ 15,856,353
90.0%	\$ 10,322,661	\$ 217,463,941	1.0%	\$ 114,696	\$ 8,456,207	\$ 114,696	\$ 8,341,511	\$ 12,682	\$ 1,019,584	\$ 16,875,937
90.0%	\$ 9,725,924	\$ 227,189,865	1.0%	\$ 108,066	\$ 8,341,511	\$ 108,066	\$ 8,233,445	\$ 12,936	\$ 959,656	\$ 17,835,593
90.0%	\$ 9,396,342	\$ 236,586,207	1.0%	\$ 104,404	\$ 8,233,445	\$ 104,404	\$ 8,129,041	\$ 13,195	\$ 926,439	\$ 18,762,033
90.0%	\$ 9,396,342	\$ 245,982,549	1.0%	\$ 104,404	\$ 8,129,041	\$ 104,404	\$ 8,024,637	\$ 13,459	\$ 926,176	\$ 19,688,208
90.0%	\$ 9,396,342	\$ 255,378,891	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 13,728	\$ 1,030,310	\$ 20,718,519
90.0%	\$ 9,396,342	\$ 264,775,233	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 14,002	\$ 1,030,036	\$ 21,748,554
90.0%	\$ 9,396,342	\$ 274,171,575	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 14,282	\$ 1,029,756	\$ 22,778,310
90.0%	\$ 9,396,342	\$ 283,567,917	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 14,568	\$ 1,029,470	\$ 23,807,780
85.0%	\$ 8,874,323	\$ 292,442,240	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 14,859	\$ 1,551,198	\$ 25,358,977
85.0%	\$ 8,874,323	\$ 301,316,563	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 15,157	\$ 1,550,900	\$ 26,909,877
85.0%	\$ 8,874,323	\$ 310,190,886	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 15,460	\$ 1,550,597	\$ 28,460,475
85.0%	\$ 8,874,323	\$ 319,065,209	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 15,769	\$ 1,550,288	\$ 30,010,763
85.0%	\$ 8,874,323	\$ 327,939,532	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 16,084	\$ 1,549,973	\$ 31,560,735
85.0%	\$ 8,874,323	\$ 336,813,855	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 16,406	\$ 1,549,651	\$ 33,110,386
85.0%	\$ 8,874,323	\$ 345,688,178	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 16,734	\$ 1,549,323	\$ 34,659,709
85.0%	\$ 8,874,323	\$ 354,562,501	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 17,069	\$ 1,548,988	\$ 36,208,697
85.0%	\$ 8,874,323	\$ 363,436,824	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 17,410	\$ 1,548,647	\$ 37,757,344
85.0%	\$ 8,874,323	\$ 372,311,147	0.0%	\$ -	\$ 8,024,637	\$ -	\$ 8,024,637	\$ 17,758	\$ 1,548,299	\$ 39,305,642

(d) - Any unpaid balance in this account will be paid to the Company from the City's General Fund after Year 16 of the TIRZ

STATE OF TEXAS

§  
§  
§  
§

FIRST AMENDMENT TO  
TAX ABATEMENT AGREEMENT

COUNTY OF WILLIAMSON

This **First Amendment to Tax Abatement Agreement** (“**First Amendment**”) is made by and between the **City of Taylor**, a Texas home rule municipality (the “**City**”), and Samsung Austin Semiconductor, LLC, a Delaware limited liability company (the “**Company**”) (the City and the Company are collectively referred to as the “**Parties**” and singularly as a “**Party**”), acting by and through their respective authorized officers.

WITNESSETH:

**WHEREAS**, the Parties previously entered into that certain *Tax Abatement Agreement* dated September 8, 2022 (the “**Agreement**”); and

**WHEREAS**, the Parties desire to amend the Agreement, as set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Article I of the Agreement is amended by amending the definition of “Completion of Construction” to read as follows:

“Completion of Construction” shall mean that: (i) the construction of the Improvements has been substantially completed; or (ii) solely for Occupiable Improvements (as defined in Section 5.2), a temporary or final certificate of occupancy has been issued by the City for the occupancy of the Improvements by the Owner, such issuance not to be unreasonably withheld, delayed or denied by the City.”

2. Section 5.2 of the Agreement is hereby amended to read as follows:

“5.2 As a condition precedent to the initiation of the Owner’s tax abatement pursuant to this Agreement, Owner agrees, subject to delays resulting from one or more events of Force Majeure and/or an uncured breach of a Related Agreement by City, to cause Completion of Construction of the Improvements on or before December 31, 2028, in phases as set forth below:

- (a) By December 31, 2026, Owner will cause Completion of Construction of a minimum of 3,000,000 square feet of Improvements (not including temporary construction facilities such as temporary modular or mobile structures), for which temporary or final certificates of occupancy may be issued, such issuances not to be unreasonably withheld, delayed, or denied by the City (“**Occupiable Improvements**”), and a minimum of 3,000,000 square feet of non-Occupiable Improvements (“**Non-Occupiable Improvements**”), for a total minimum of 6,000,000 square feet of Occupiable Improvements and Non-Occupiable Improvements; and

- (b) By December 31, 2028, Owner will cause Completion of Construction of a minimum of an additional 1,000,000 square feet of Occupiable Improvements, for a total minimum of 4,000,000 square feet of Occupiable Improvements and a total minimum of 7,000,000 square feet of Occupiable Improvements and Non-Occupiable Improvements.”

3. Section 6.1 of the Agreement is hereby amended to read as follows:

“If Owner fails to comply with its obligations in Section 5.2(b), and does not cure such failure within the notice and cure periods described in Section 6.2, then Owner shall be in default of this Agreement, and as liquidated damages in the event of such default, the Owner shall, within thirty (30) days after demand, pay to the City the amount equal to all taxes with respect to the time period preceding such termination which otherwise would have been paid by the Owner to the City without the benefit of the tax abatement under this Agreement, for the property subject to this Agreement, plus interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalties.

In the event Owner (i) has delinquent ad valorem taxes owed to the City, and does not cure such delinquency within sixty (60) days after written notice from the City (provided Owner retains its right to timely and properly protest such taxes or assessment); (ii) has an event of Bankruptcy or Insolvency; or (iii) breaches any of the other terms and conditions of this Agreement (i.e., other than Section 5.2(b)), or a Related Agreement, and does not cure such breach within the notice and cure periods described in Section 6.2 of this Agreement, or those described in the applicable Related Agreement, as the case may be, then Owner shall be in default of this Agreement. As liquidated damages in the event of such default, the Owner shall, within thirty (30) days after demand, pay to the City all taxes with respect to the three (3) years directly preceding the date of the notice of default which otherwise would have been paid by the Owner to the City without the benefit of the tax abatement under this Agreement, for the property subject to this Agreement, plus interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalties.

For clarity, it is understood and agreed by the Parties that if a particular action is to be performed by a certain date, and such action is not performed by the required date in the first instance but is then performed before the end of the applicable cure period, then the action shall be deemed to have been performed on time in the first instance, with no effect given to the initial delay.

The Parties acknowledge that actual damages in the event of default and termination by the City would be speculative and difficult to determine. The Parties further agree that the amount of abated tax, including interest, as a result of this Agreement, shall, in accordance with the above provisions of this Section 6.1, be recoverable against the Owner, its successors and assigns and shall constitute a tax lien against the Premises, and shall become due, owing, and shall be paid to the City within thirty (30) days after notice of termination.”

4. The Agreement shall continue in full force and effect, except as amended by this First Amendment. Unless otherwise stated in this First Amendment, capitalized terms in this First Amendment have the same meanings given to them in the Agreement.

5. Subject to the Conditions Precedent (as defined below), this First Amendment shall be effective on the date this First Amendment (including all counterparts) bears the signature of the authorized representatives of all Parties.

6. This First Amendment may be executed in identical counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument. This First Amendment may be executed in facsimile or electronically transmitted portable document format (“.PDF”) or by electronic means, and such signatures shall have the same force of law as one executed and witnessed by the Parties in person.

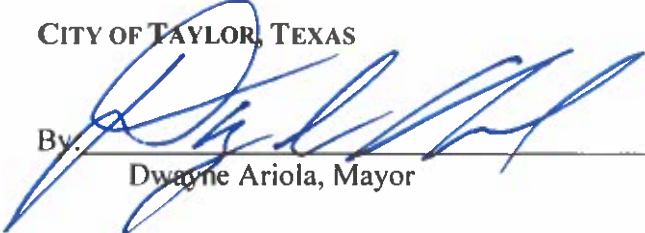
7. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this First Amendment.

8. Conditions Precedent. This First Amendment is subject to and the obligations of the Parties are expressly conditioned on the following (the “**Conditions Precedent**”): (i) the Parties’ execution of the Second Amendment to the Development Review Reimbursement Agreement; (ii) the Parties’ execution of the Second Amendment to the Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Incentive Agreement; and (iii) the City issuing a written confirmation to Company no later than April 30, 2025 that the milestones set forth in Section 5.2(b) of the version of the Agreement in effect immediately prior to execution of this First Amendment have been met in full as of December 31, 2024.

*(signature pages to follow)*

EXECUTED on this 12 day of JUNE, 2025.

CITY OF TAYLOR, TEXAS


By:   
Dwayne Ariola, Mayor

APPROVED AS TO FORM:

By:   
Mark Schroeder, City Attorney

EXECUTED on this 30th day of April, 2025.

SAMSUNG AUSTIN SEMICONDUCTOR, LLC

By:   
Name: Banyoung Koo  
Title: president



# **SPECIAL CALLED TAX INCREMENT FINANCING (TIF) ZONE # 2 BOARD MEETING**



## **AGENDA ITEM #2:**

**DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION ON RESOLUTION R25-22, APPROVING THE 2025 AMENDED AND RESTATED PROJECT AND FINANCING PLAN FOR REINVESTMENT ZONE NO. TWO; AND, APPROVING THE FIRST AMENDMENT TO TAX ABATEMENT BY AND BETWEEN THE CITY OF TAYLOR AND SAMSUNG AUSTIN SEMICONDUCTOR LLC.**



# AGENDA ITEM #2 CONT.

- History:
- April 30<sup>th</sup> ~second amendment to Development Review Reimbursement Agreement regarding *repayments not to exceed (i) Nine Million U.S. Dollars (\$9,000,000.00) if Company meets the Equipment Threshold (as defined below) and (ii) Five Million U.S. Dollars (\$5,000,000.00) if Company does not meet the Equipment Threshold. The "Equipment Threshold" means Company has installed and commissioned equipment, i.e., has completed a safety level two inspection, in connection with the Project, costing in the aggregate at least Two Billion U.S. Dollars (\$2,000,000,000) by December 31, 2026. City is not required to repay amounts expended from the Third-Party Review Cost Escrow for Third Party Development Review Costs.*
- May 8<sup>th</sup> ~ removal of Linde Gas from TIRZ # 2 (Zone #2).
- June 12<sup>th</sup> ~ First amendment to tax abatement agreement revising definitions and milestones establishing occupiable and non-occupiable improvements.



## AGENDA ITEM #2 CONT.

- Removal of Linde Gas and First Amendment to the tax abatement agreement need ratification from the Board.
- Removal of Linde Gas is reflected in the revised project and financing plan as required under CH 311 of the Tax Code.
- Amendment(s) to any existing tax abatement agreement(s) need ratification too in accordance with CH 311 the Tax Code.

