AGENDA

CITY OF TAYLOR, TEXAS

TAX INCREMENT REINVESTMENT ZONE NO. TWO BOARD OF DIRECTORS

CITY HALL, COUNCIL CHAMBERS, 400 PORTER STREET

AUGUST 25, 2022, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

CITIZEN COMMUNICATION

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

1. Consideration and approval of Resolution R22-21, final project and financing plan and tax abatement agreement by and between City of Taylor, Texas and Samsung Austin Semiconductor LLC., for Tax Increment Reinvestment Zone No. Two. (Brian LaBorde; Jeff Wood)

ADJOURN

The Board may vote and/or act upon each of the items listed in this Agenda. The Board reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act including: Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development). I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 p.m. on August 22, 2022 and remained posted for at least 72 hours continuously before the scheduled time 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 city council meetings in need of special assistance. Please contact the City Clerk at least 24 hours prior to the meeting for special assistance.

Posted By: Dianna McLean Date 8.22.2022

Dianna McLean, City Clerk

Tax Increment Reinvestment Zone No. Two Board of Directors August 25, 2022 Transmittal Letter

STRATEGIC PILLAR	
☐	Streets/Infrastructure
☐	Quality of Life
☒	Economic Vitality

Agenda Item #: 1

Agenda Title: **Consideration and approval by Resolution R22-21, final project and financing plan and tax abatement agreement by and between City of Taylor, Texas and Samsung Austin Semiconductor LLC., for Tax Increment Reinvestment Zone No. Two.** ***(Brian LaBorde, City Manager; Jeff Wood, CFO)***

Board Action to be taken: Consider Resolution and tax abatement agreement

Department Submitted: City Management

Staff Contact: Brian LaBorde, City Manager; Jeff Wood, CFO

1. PURPOSE/DESCRIPTION

In accordance with CH 311 of the Tex. Tax Code, the TIRZ Board needs to consider a recommendation to any amendments to the existing final project and financial plan as well as the tax abatement agreement. The original plan was approved by the Board in September, 2021 subsequently approved by Council in October, 2021.

TIRZ # 2 Project and Financial Plan was amended to account the additional properties that missed the original adoption of the zone in October, 2021.

Tax abatement agreement also needs to be considered by the TIRZ #2 Board in order to consider the additional properties into the original tax abatement agreement. Any agreement affecting the Zone needs consideration from TIRZ Board prior to council review and a 30-day notice of such action to be taken.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

The original plan was recommended for approval by the Board in September, 2021 via resolution and, subsequently approved by Council via ordinance in October, 2021. Any changes to the plan will need TIRZ Board recommendation prior to Council consideration.

Furthermore, regarding a property tax abatement, if any changes to the existing agreement fall within the same zone as a CH 311, the TIRZ Board overseeing such zone shall provide for recommendation for such abatement prior to Council consideration.

3. STAFF ANALYSIS (How and Why)

Attached herein is the revised final document from staff and with the assistance of outside consulting meeting the requirements as set forth in Tex. Tax Code CH 311.

Moreover, attached is a final tax abatement agreement for TIRZ consideration.

4. RECOMMENDATION

For Board recommendation, a resolution is attached herein along with the Project and Finance Plan for consideration in addition to the property tax abatement agreement.

5. FUNDING SOURCE

N/A

6. TIMELINE

Please see attachments

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

1a. Resolution R22-21 approving TIRZ Final Project and Finance Plan for TIRZ No. Two
1b. Revised Final Project and Finance Plan for TIRZ No. Two
1c. Property Tax Abatement Agreement

RESOLUTION NO. R22-21

A RESOLUTION OF THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NO. TWO APPROVING THE PROJECT AND FINANCING PLAN FOR REINVESTMENT ZONE NO. TWO; APPROVING A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF TAYOR, TEXAS AND SAMSUNG AUSTN 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 in compliance with the Act, the City Council previously approved a Preliminary Project and Financing Plan for Reinvestment Zone No. Two; and

WHEREAS in compliance with the Act the Board of Directors has reviewed and recommends that the City Council approve the Project and Financing Plan for Reinvestment Zone No. Two attached hereto as Exhibit "A" (the "Project and Financing Plan"); and

WHEREAS the City of Taylor intends to enter that certain tax abatement agreement with Samsung Austin Semiconductor LLC for Tax Abatement Reinvestment Zone No. 9 attached as Exhibit "B" ("Tax Abatement Agreement"); and

WHEREAS in compliance with the Act the Board of Directors has reviewed the Tax Abatement Agreement and finds that such Tax Abatement Agreement 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 Project and Financing Plan for Reinvestment Zone No. Two.

SECTION 3. 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 _____ day of _____, 2022.

APPROVED

Board of Directors
Reinvestment Zone No. Two

_____
By: Brandt Rydell, Chairperson

ATTEST:

_____
Dianna McLean, City Clerk

EXHIBIT "A"
PROJECT AND FINANCING PLAN

EXHIBIT "B"
TAX ABATEMENT AGREEMENT FOR ZONE NO. 9

REINVESTMENT ZONE NO. TWO

CITY OF TAYLOR (the "TECHNOLOGY ZONE")

PROJECT AND FINANCING PLAN

August 25, 2022

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 created 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") as described by metes and bounds on **Appendix A**. The City Ordinance designating this Zone provides 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.

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;
- Project Funding Agreement dated July 14, 2022, between the City and the Developer; and,
- First Amendment to the Development Agreement dated July 14, 2022, between the City and the Developer providing for the construction of the second fabrication plant.

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 and the First Amendment to the Development Agreement), 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 for which certificates of occupancy have been issued by the City which, in the aggregate, shall consist of not less than 6,000,000 square feet of floor space consisting of (i) the first and second Plants; (ii) other buildings and ancillary facilities constructed on the Property supporting the operation of the first and second Plants that are developed and used for purposes authorized by the Development Standards (as that term is defined in the Development Agreement and the First Amendment to the Development Agreement), and (iii) such additional related improvements including, but not limited to, required parking,

landscaping, and all other improvements constructed on the Property in accordance with the Development Standards.

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. 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"). The amount of each DRRA Payment shall be equal to one percent (1%) of the City tax increment contributed to the tax increment fund for the Zone and paid June 1 of each calendar year (or the immediately following business day if June 1 is not a business day) beginning June 1 of the calendar year immediately following the sixth (6th) anniversary date of the Commencement Date, and a minimum of one percent (1%) starting after year 10.

The Developer and City entered into that certain Tax Increment Reinvestment Zone No. Two Economic Development Agreement, and Chapter 380 Economic Development Incentive Agreement, both dated November 19, 2021, 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"). On July 15, 2022, the City and the Developer entered into the First Amendment to the Tax Increment Reinvestment Zone No. Two Economic Development Agreement to both provide for the construction of the second fabrication plant and to revise the contribution percentages as follows:

- The Grant Percentage is set at 93.5% per year for the initial 20 years or until such time that the City's obligations under the DRRA have been satisfied; and,
- The Grant Percentage for years 21 through 30 is set at a maximum of 93.5% per year but reduced to the percentage required to limit the Annual Grant to those as projected for years 21 through 30 as presented in Appendix D.

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. Commencement Date means 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 the 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 stating such desire (a "Notice of Commencement Change"), and in such case, the Commencement Date shall be the date identified in the Notice of Commencement Change.

The amount of each Annual Grant shall be the lesser of: (i) an amount equal to the percentage set forth in the grant schedule below 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.

Grant Year (Tax Year following Commencement Date)	**Percentage**
1 - 10	93.5%
11 - 20	93.5% [subject to (v) below]
21 -30	93.5% [subject to (vi) 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;
(v) The Grant Percentage is set at 93.5% per year for the initial 20 years or until such time that the City's obligations under the DRRA have been satisfied; and,
(vi) The Grant Percentage for years 21 through 30 is set at a maximum of 93.5% per year but reduced to the percentage required to limit the Annual Grant to those as projected for years 21 through 30 as presented in Appendix D.

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.

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").

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.

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.

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**.

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 and First Amendment to the Development Agreement.

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.**

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 and First Amendment to the Development Agreement as executed by the City and the Developer. 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.

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, the First Amendment to the Development Agreement, 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 and the First Amendment to the Development Agreement, 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 through one percent of the Zone Tax Increment during the period beginning with the sixth (6^{th}) anniversary of the Commencement Date and ending on the sixteenth (16^{th}) anniversary of the Commencement Date in the amount of $3,713,127, 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 has been 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. The City, as a participant, will benefit from the new development within the Zone and will retain approximately $51,590,914 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 current total appraised value of taxable real property in the Zone is $21,941,331, as shown in **Appendix A**, which represents the Tax Increment Base, (the "Tax Increment Base") of the Property and is determined by the Williamson Central Appraisal District in accordance with Section 311.012(c) of the Act.

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 $3,753,745,147, as shown on **Appendix D**.

At the estimated time (year 2026) that the Initial Improvements are completed, the Captured Appraised Value will be $3,646,258,669 as shown on **Appendix D**. 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.

11. METHOD OF FINANCING

.

The Developer and City have entered into that certain Tax Increment Reinvestment Zone No. Two Economic Development Agreement, the First Amendment to the Tax Increment Reinvestment Zone No. Two Economic Development Agreement, and Chapter 380 Economic Development Incentive Agreement 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").

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. Commencement Date means 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 the 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 stating such desire (a "Notice of Commencement Change"), and in such case, the Commencement Date shall be the date identified in the Notice of Commencement Change.

The amount of each Annual Grant shall be the lesser of: (i) an amount equal to the percentage set forth in the grant schedule below 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.

Grant Year (Tax Year following Commencement Date)	**Percentage**
1 - 10	93.5%
11 - 20	93.5% [subject to (v) below]
21 -30	93.5% [subject to (vi) 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; and

(iv) DRRA Payments to Developer;

(v) The Grant Percentage is set at 93.5% per year for the initial 20 years or until such time that the City's obligations under the DRRA have been satisfied; and,

(vi) The Grant Percentage for years 21 through 30 is set at a maximum of 93.5% per year but reduced to the percentage required to limit the Annual Grant to those as projected for years 21 through 30 as presented in Appendix D.

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.

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	
2021 Parcels Added to TIRZ			**2021 Taxable Value**
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	79.4900	$ 989,154
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 AWO315 - 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
Total 2021		**1,074.1305**	**$ 11,788,782**
2022 Parcels Added to TIRZ			**2022 Taxable Value**
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	$ -
Total 2022		**176.9205**	**$ 10,152,549**
District Total		**1,251.0510**	**$ 21,941,331**
Source: Williamson County Appraisal District			

PARCEL 1
(Northwestern Area)

VICINITY MAP

VICINITY MAP

N.T.S. US 79

1

PARCEL 1
(Northwestern Area)

SURVEY

PARCEL 1
(Northwestern Area)

LEGAL DESCRIPTION

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

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

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

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

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

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

1. N 07° 20' 22" E, a distance of 963.95 feet to a found post for an ell corner of said 164.685 acre tract and also being an ell corner of said 183.84 acre tract;
2. S 82° 39' 33" E, a distance of 232.48 feet to a 1/2" iron rod with Sam Surveying cap found for an ell corner of said 164.685 acre tract and also being an ell corner of said 183.84 acre tract;
3. N 07° 36' 06" E, a distance of 2035.60 feet to a 1/2" iron rod found for the northwestern corner of said 164.685 acre tract and also being the southwestern corner of a called 305.22 acre tract, conveyed to C. Ernest Lawrence Family Limited Partneship 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;

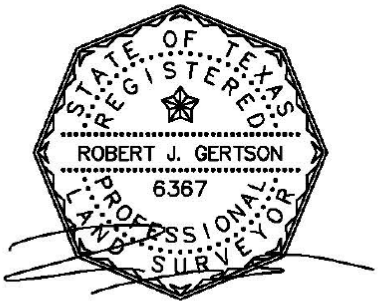
THENCE, with the northern line of said 51.4 acre tract and also being the southern line of said 79.74 acre tract, S 82° 46' 28" E, a distance of 2283.33 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northeastern corner of said 51.4 acre tract, the southeastern corner of said 79.74 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.

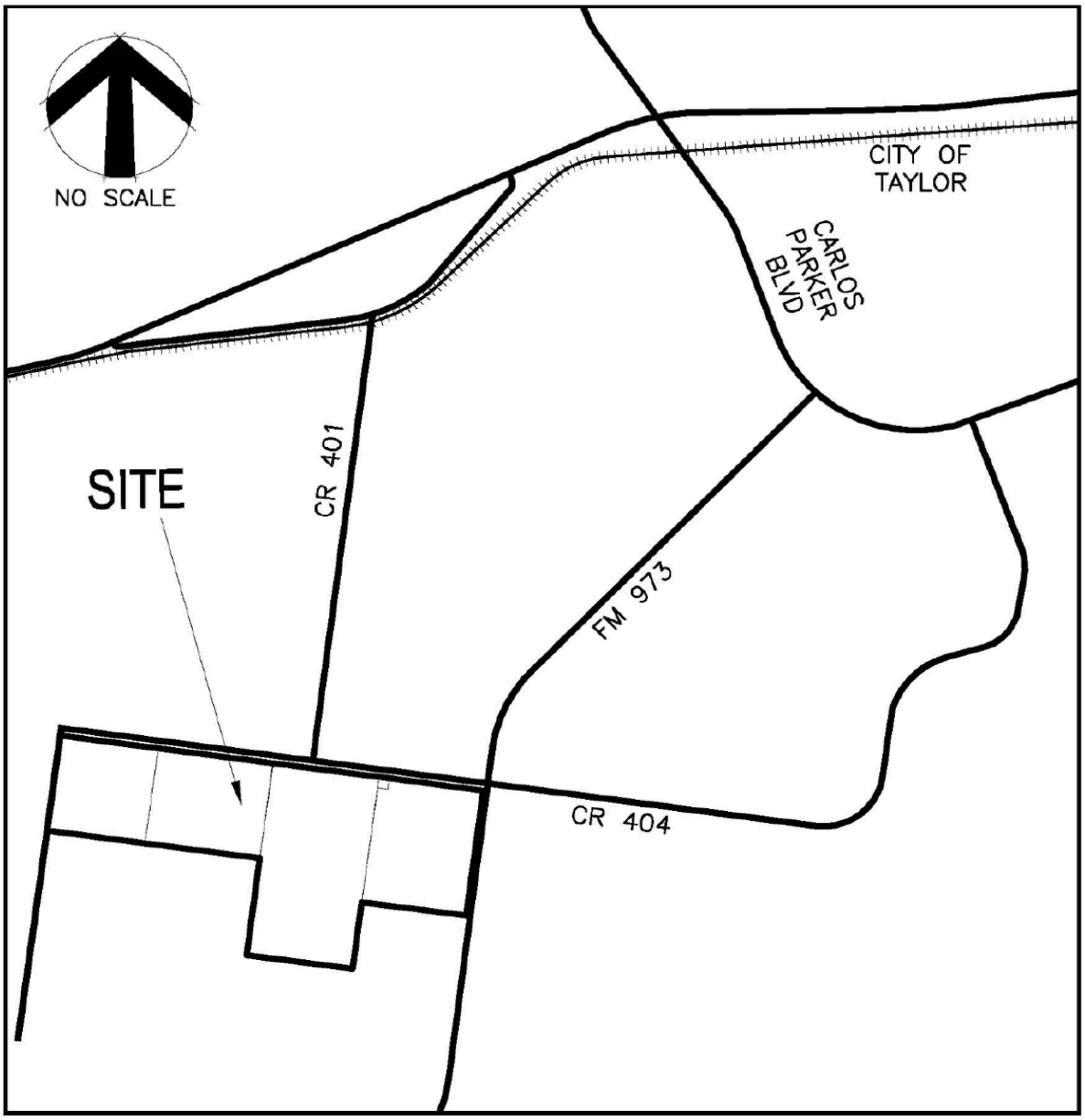
Robert J. Gertson, RPLS
Texas Registration No. 6367
Atwell, LLC
805 Las Cimas Parkway, Suite 310
Austin, Texas 78746
Ph. 512-904-0505
TBPE LS Firm No. 10193726



08/24/2021

PARCEL 2
(South Central Area)

VICINITY MAP

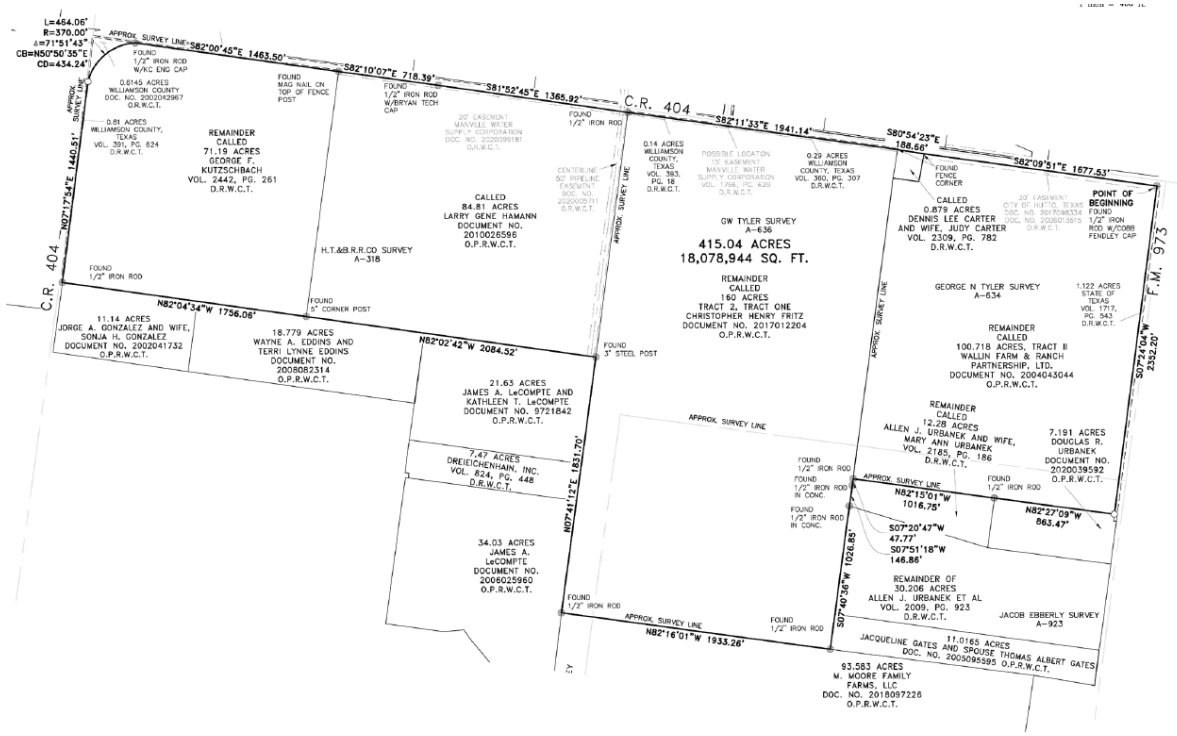


VICINITY MAP

N.T.S. US 79

PARCEL 2
(South Central Area)

SURVEY



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

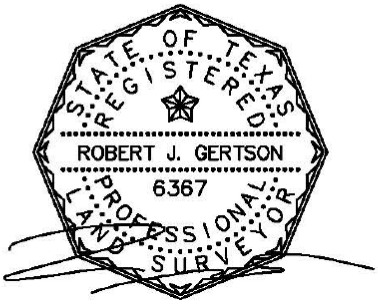
THENCE, with the northern line of said remainder of 100.718 acre tract and also being the southern right of way line of County Road 404, S 82° 09' 51" E, a distance of 1677.53 feet to the **POINT OF BEGINNING**.

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

BEARING BASIS NOTE

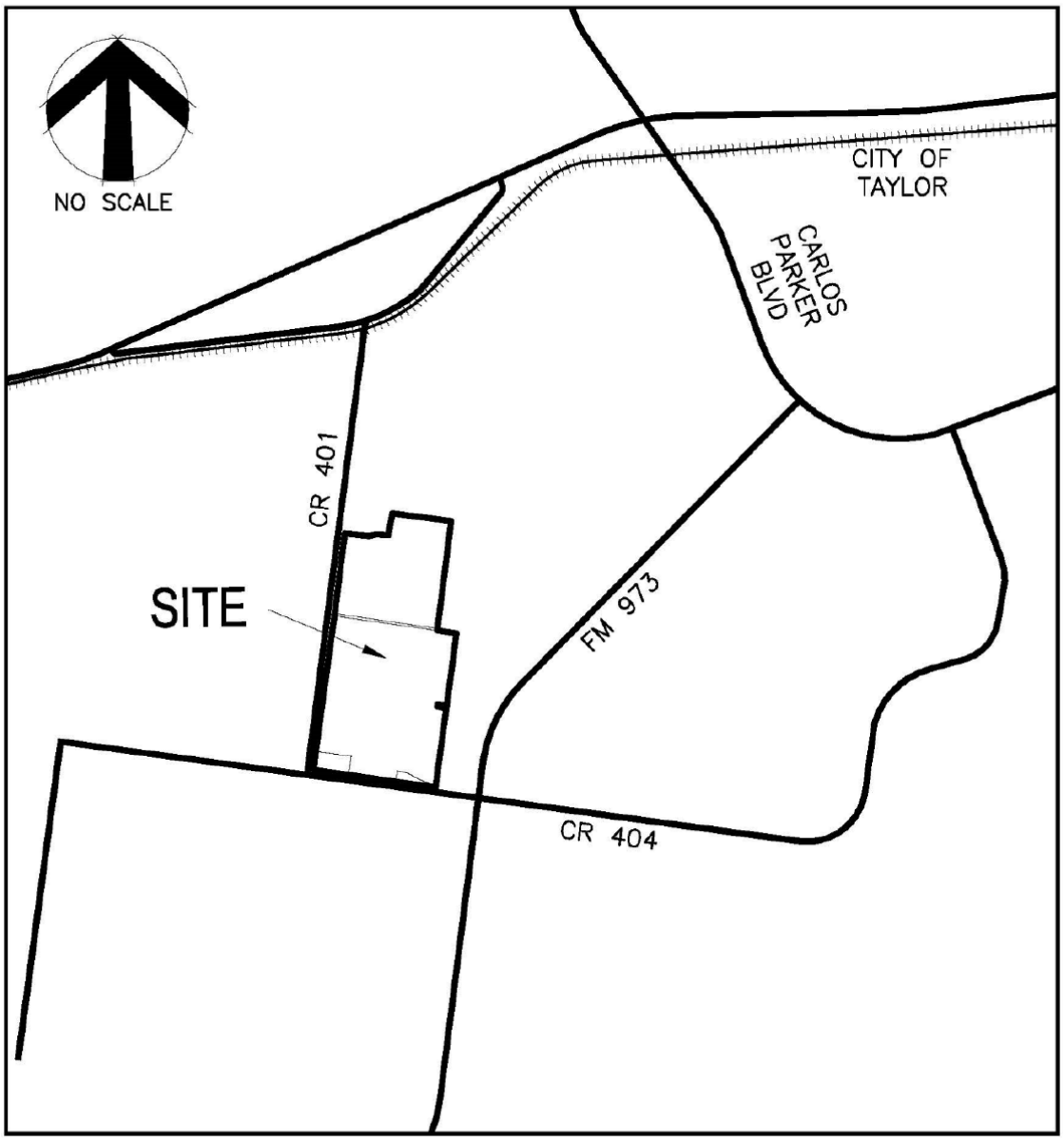
This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83 (2011 adjustment), Central Zone (4203). The Grid to Surface combined scale factor is 1.000120.

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

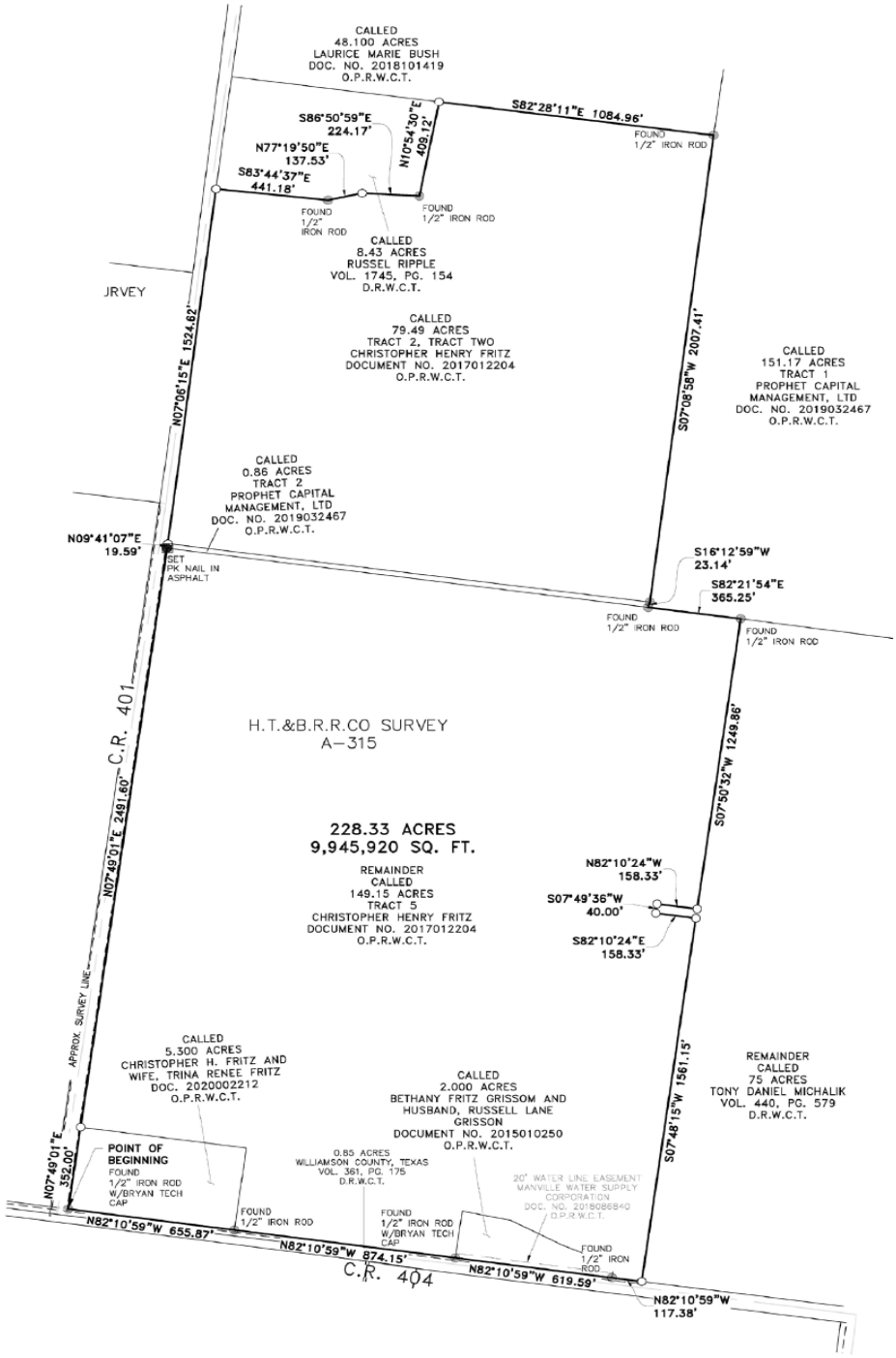


VICINITY MAP

N.T.S. US 79

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 Laurice Marie Bush in Document No. 2018101419, Official Public Records of Williamson County, Texas;

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

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

THENCE, with the eastern line of said 0.86 acre tract and also being the western line of said 151.17 acre tract,

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

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

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

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

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

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

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

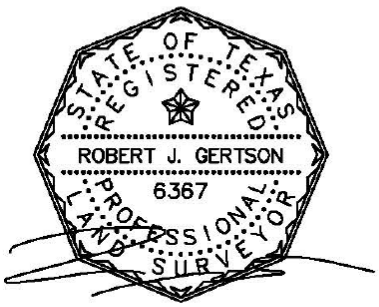
THENCE, with the southern line of said 5.300 acre tract and also being the northern right of way line of County Road 404, N 82° 10' 59" W, a distance of 655.87 feet to the **POINT OF BEGINNING**.

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

BEARING BASIS NOTE

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

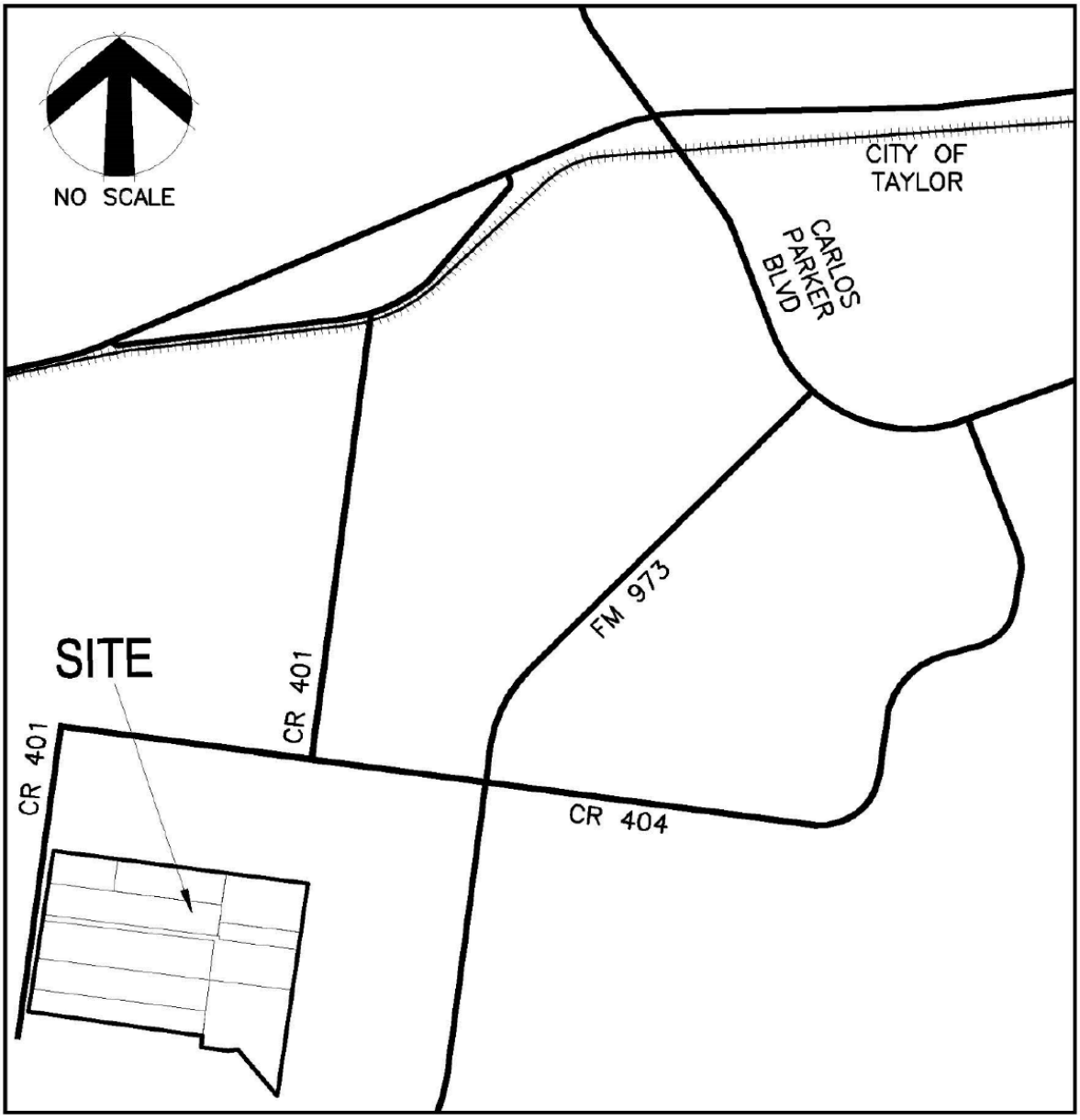
Robert J. Gertson, RPLS
Texas Registration No. 6367
Atwell, LLC
805 Las Cimas Parkway, Suite 310
Austin, Texas 78746
Ph. 512-904-0505
TBPE LS Firm No. 10193726



08/19/2021

PARCEL 4
(Southwestern Area)

VICINITY MAP

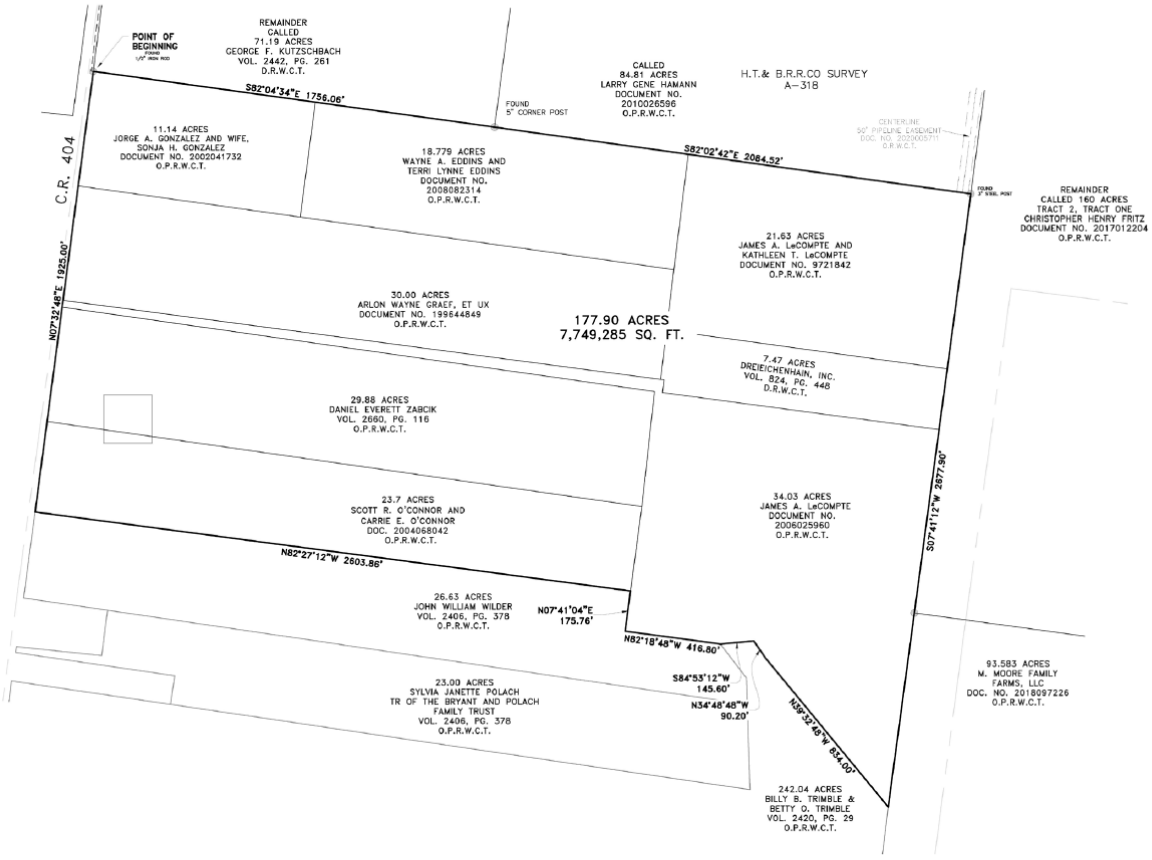


VICINITY MAP

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 Distict Linework. No on the ground survey was performed.

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

08/26/2021

Added Properties

Visual Depiction

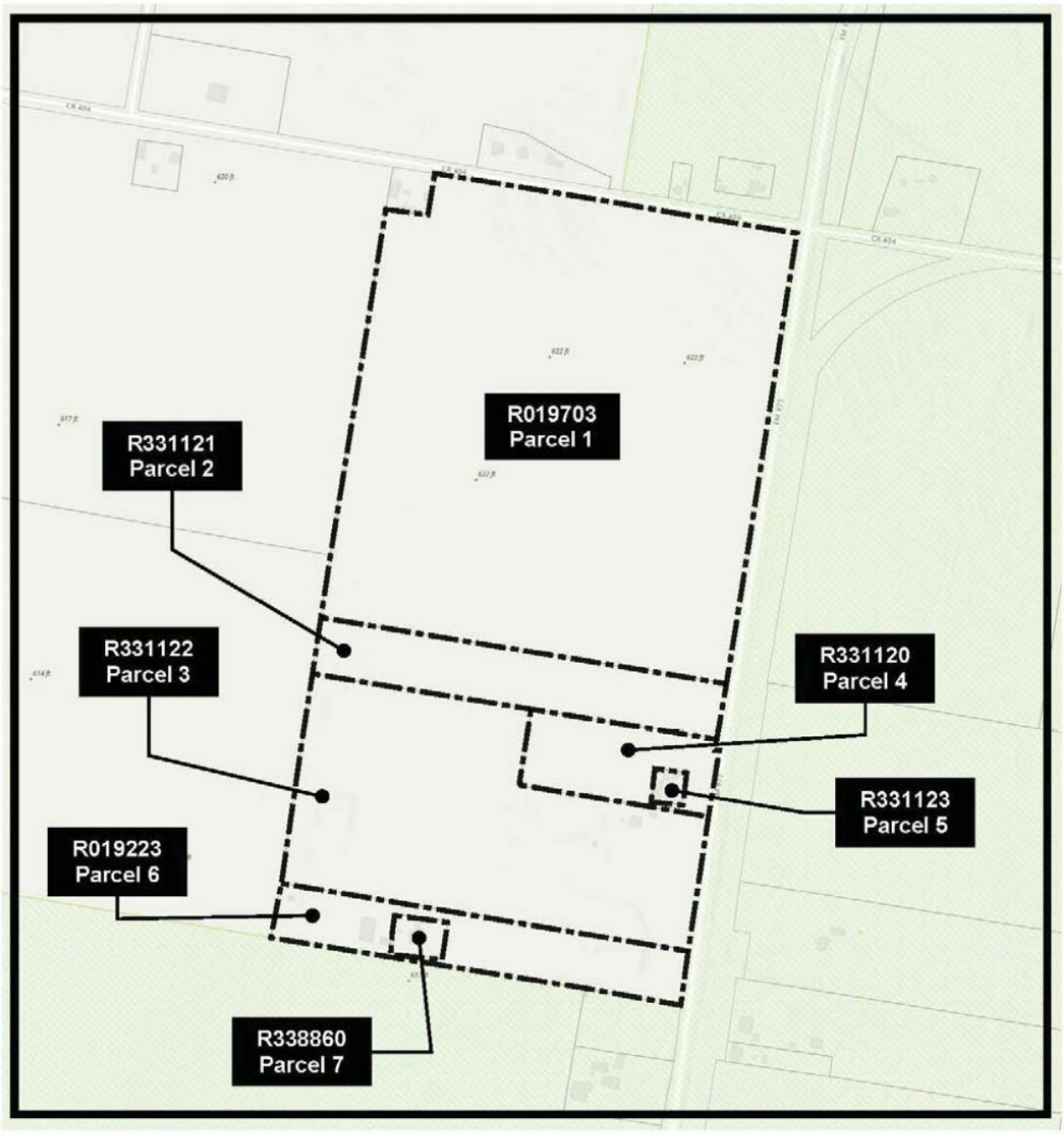
(Parcels 1 through 9 – large map)

Added Properties

Visual Depiction

(Parcels 1 through 7 - detail)

INSET "B"

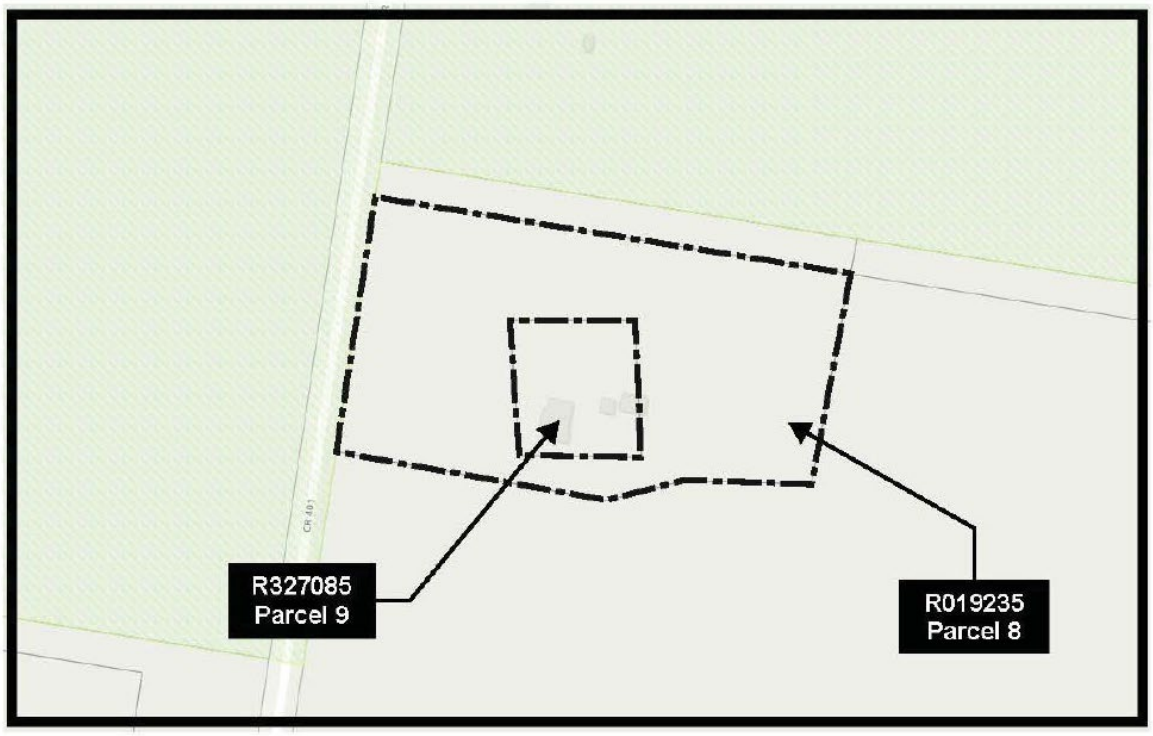


Added Properties

Visual Depiction

(Parcels 8 and 9 - detail)

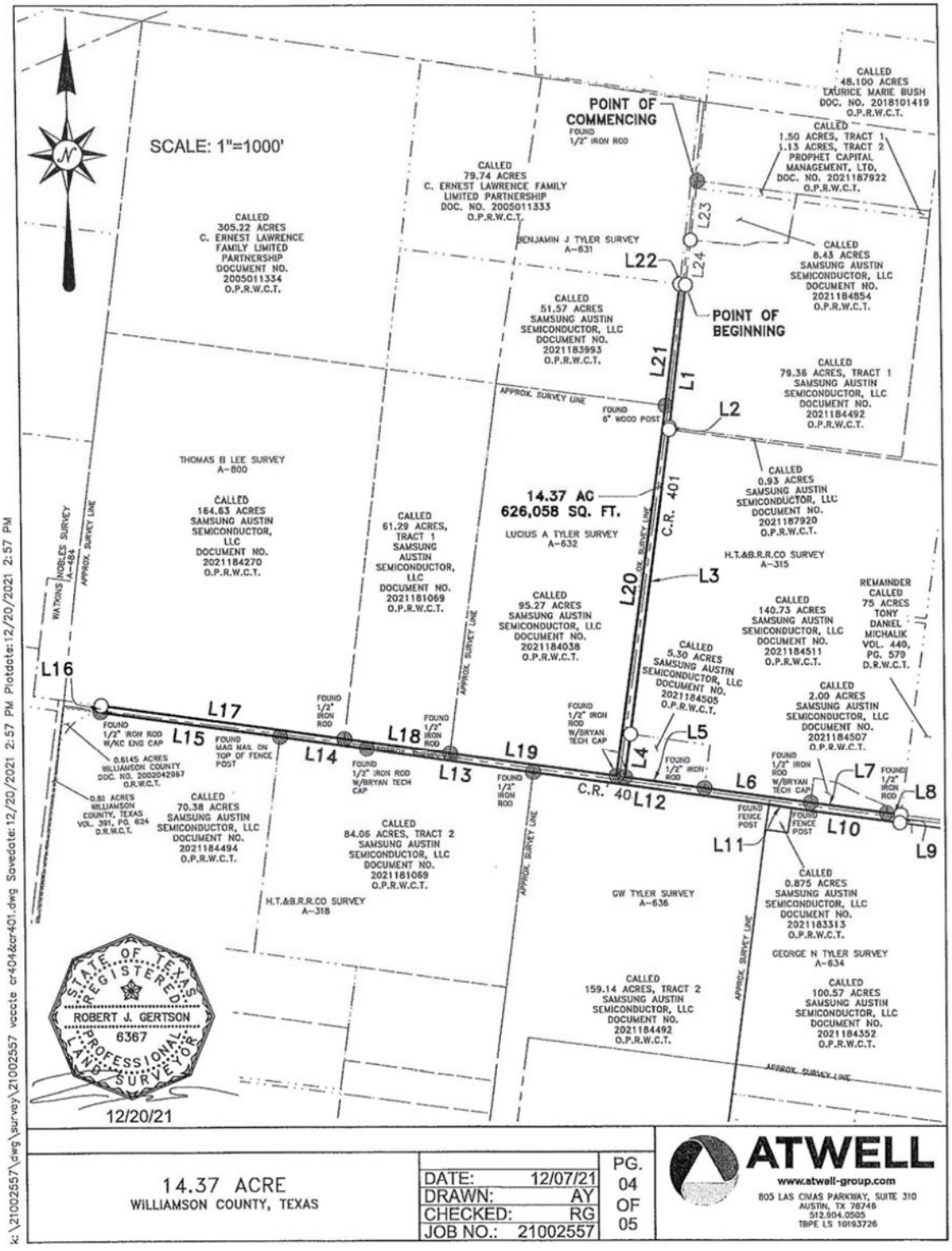
INSET "A"

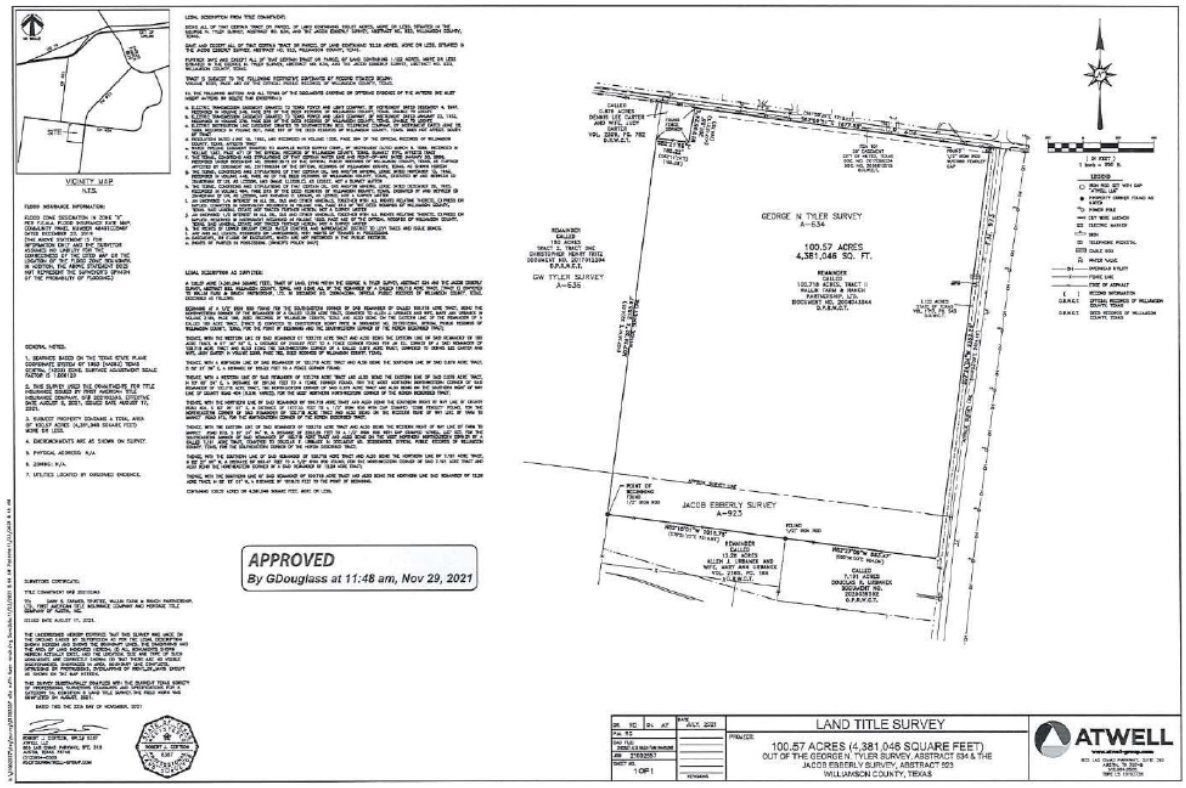


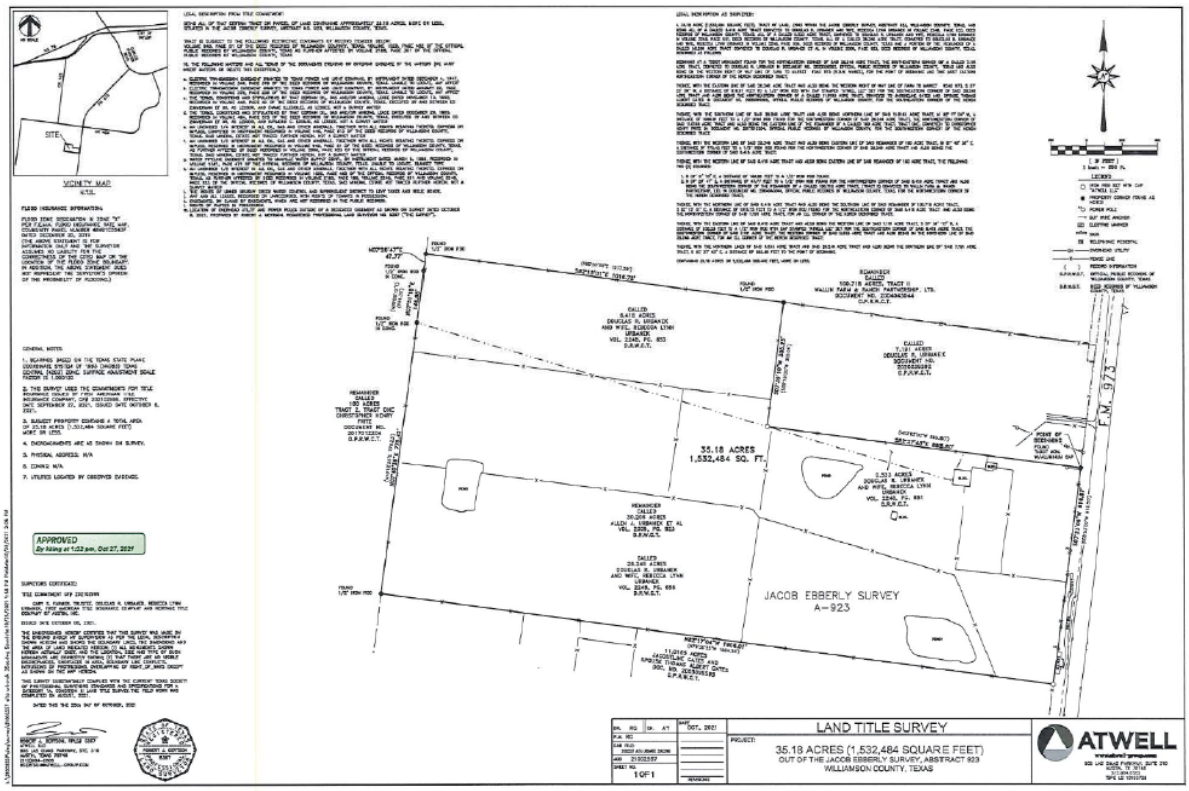
Added Properties

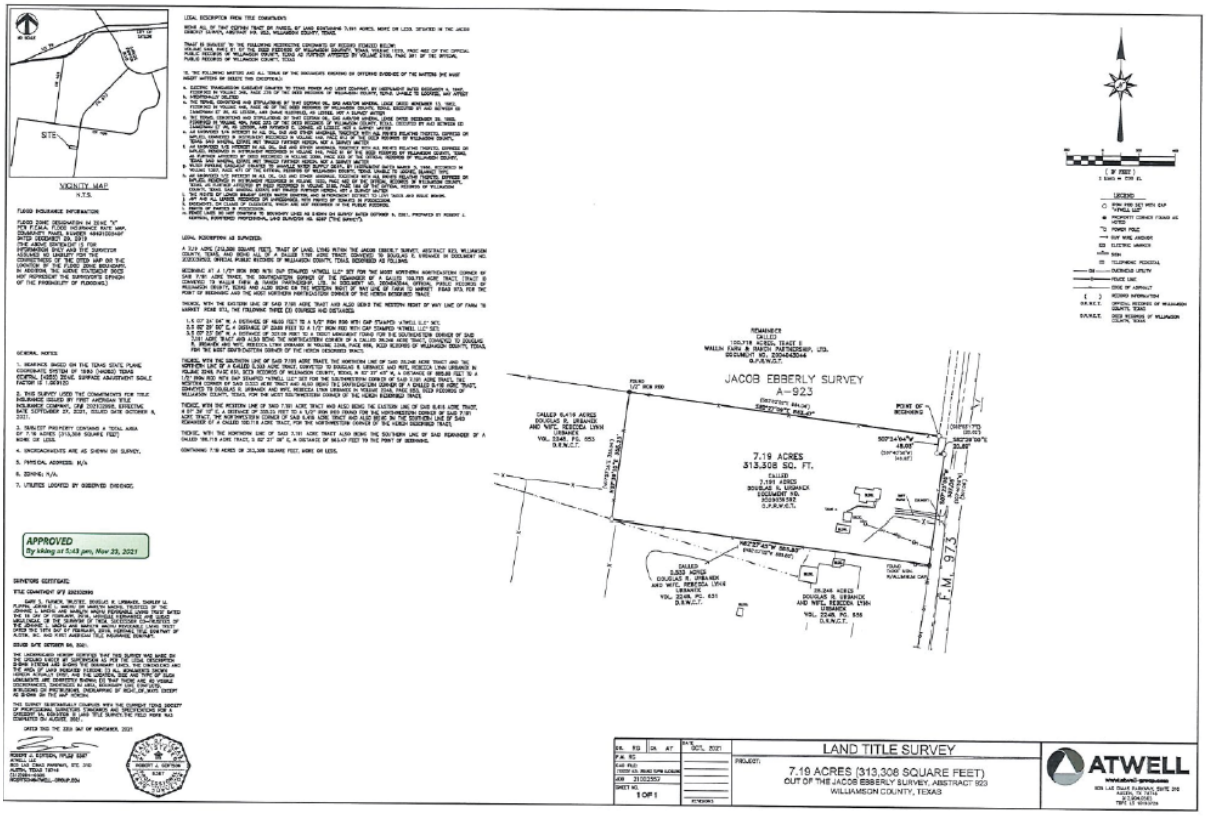
Visual Depiction

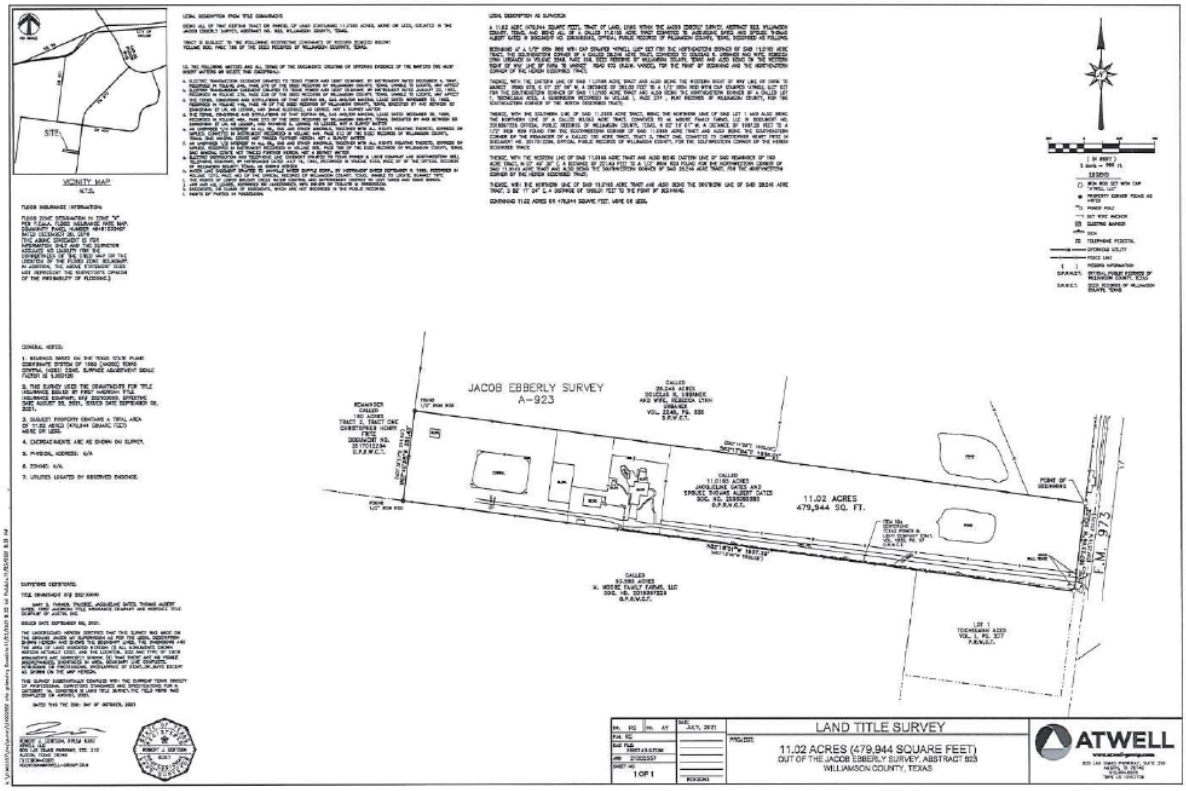
(Parcel 10)

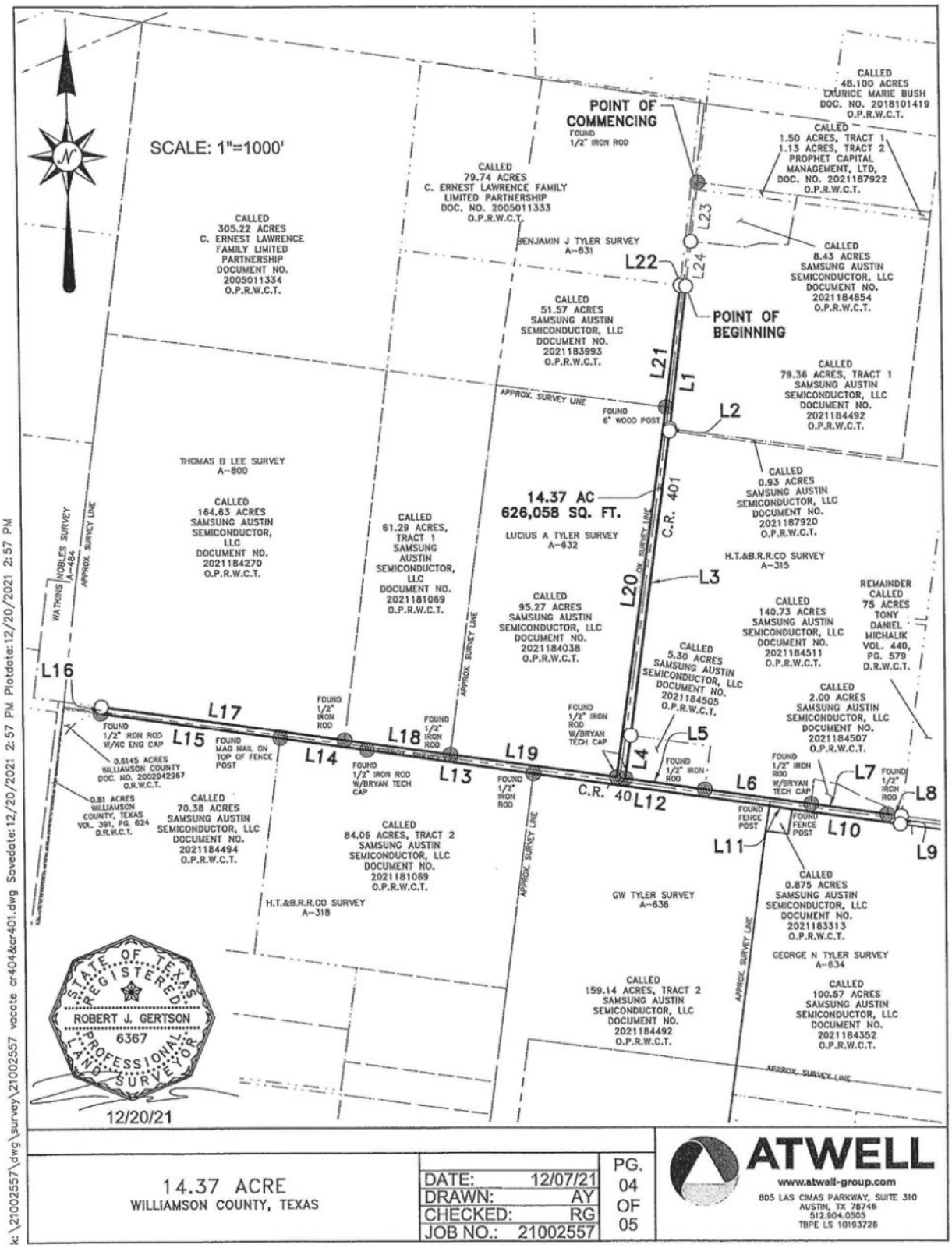



APPROVED
By GDouglass at 11:48 am, Nov 29, 2021
GEORGE N. TYLER SURVEY
A-634
100.57 ACRES
4,381,046 SQ. FT.
JACOB EBBERLY SURVEY
A-923
GW TYLER SURVEY
A-636
LAND TITLE SURVEY
100.57 ACRES (4,381,046 SQUARE FEET)
OUT OF THE GEORGE N. TYLER SURVEY, ABSTRACT 634 & THE
JACOB EBBERLY SURVEY, ABSTRACT 923
WILLIAMSON COUNTY, TEXAS
ATWELL


VICINITY MAP
SITE
35.18 ACRES
1,532,484 SQ. FT.
JACOB EBBERLY SURVEY
A-923
F.M. 973
APPROVED
By hbing at 1:22 pm, Oct 27, 2021
LAND TITLE SURVEY
35.18 ACRES (1,532,484 SQUARE FEET)
OUT OF THE JACOB EBBERLY SURVEY, ABSTRACT 923
WILLIAMSON COUNTY, TEXAS
OCT., 2021
10F1
ATWELL


VICINITY MAP
N.T.S.
SITE
JACOB EBBERLY SURVEY
A-923
7.19 ACRES
313,308 SQ. FT.
POINT OF BEGINNING
F.M. 973
APPROVED
By Mking at 5:43 pm, Nov 23, 2021
LAND TITLE SURVEY
7.19 ACRES (313,306 SQUARE FEET)
OUT OF THE JACOB EBBERLY SURVEY, ABSTRACT 923
WILLIAMSON COUNTY, TEXAS
ATWELL


JACOB EBBERLY SURVEY
A-923
11.02 ACRES
479,944 SQ. FT.
F.M. 973
LAND TITLE SURVEY
11.02 ACRES (479,944 SQUARE FEET)
OUT OF THE JACOB EBBERLY SURVEY, ABSTRACT 923
WILLIAMSON COUNTY, TEXAS
ATWELL
1 OF 1



14.37 ACRE
WILLIAMSON COUNTY, TEXAS

DATE:	12/07/21
DRAWN:	AY
CHECKED:	RG
JOB NO.:	21002557

PG. 04 OF 05

ATWELL
www.atwell-group.com
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
512.904.0505
TBPE LS 10193728

k:\21002557\dwg\survey\21002557 vacate cr404&cr401.dwg Savedate:12/20/2021 2:57 PM Plotdate:12/20/2021 2:57 PM

Parcels 1and 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 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, 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 HERBIN 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 ACRES, 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 0.875acre 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;

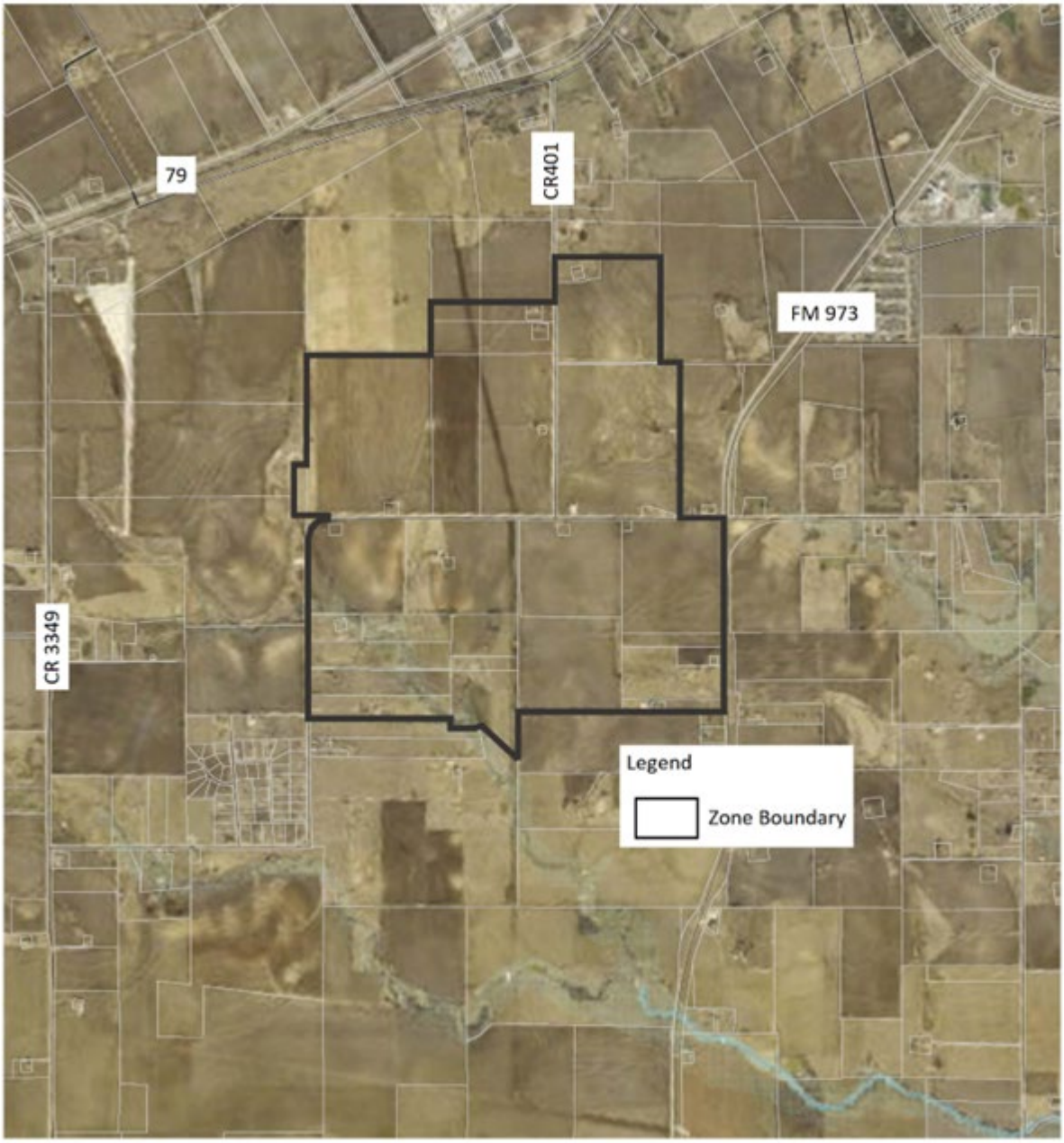
THENCE, with the western right of way line of County Road 401 and also being the eastern line of said 51.57 acre tract, N 07° 34' 17" E, a distance of 990.46 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northeastern corner of said 51.57 acre tract and also being the southeastern 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.

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, 2023, Company will cause Completion of Construction of a minimum of 2,500,000 square feet of Improvements;

- By December 31, 2024, Company will cause Completion of Construction of a minimum of an additional 1,500,000 square feet of Improvements, totaling 4,000,000 square feet of Improvements;

- By December 31, 2026, Company will cause Completion of Construction of a minimum of an additional 2,000,000 square feet of Improvements, totaling 6,000,000 square feet of Improvements; and

- Subject to and contingent upon the Fab 2 Certificate being issued, by December 31, 2028, Company will cause Completion of Construction of a minimum of an additional 1,000,000 square feet of Improvements, totaling 7,000,000 square feet of Improvements.

APPENDIX D

Captured Appraised Value and Feasibility Study

Year	Real Property (Land) (a)	Real Property (Buildings) Fab 1	Real Property (Buildings) Fab 2	Personal Property (a)	Projected Real and Personal Property AV Before Base	Tax Increment Base	Projected Incremental Real and Personal Property AV	City of Taylor Tax Rate (b)	Projected City of Taylor Gross Ad Valorem Taxes
2023	$ 5,000,000	$ -	$ -	$ -	$ 5,000,000	$ 21,941,331	$ -	0.765115	$ -
2024	$ 10,000,000	$ 695,000,000	$ -	$ -	$ 705,000,000	$ 21,941,331	$ 683,058,669	0.765115	$ 5,226,184
2025	$ 15,000,000	$ 695,000,000	$ 175,000,000	$ 1,426,810,000	$ 2,311,810,000	$ 21,941,331	$ 2,289,868,669	0.765115	$ 17,520,129
2026	$ 20,000,000	$ 695,000,000	$ 375,000,000	$ 2,578,200,000	$ 3,668,200,000	$ 21,941,331	$ 3,646,258,669	0.765115	$ 27,898,072
2027	$ 25,000,000	$ 695,000,000	$ 1,825,000,000	$ 3,270,260,000	$ 5,815,260,000	$ 21,941,331	$ 5,793,318,669	0.765115	$ 44,325,550
2028	$ 25,000,000	$ 695,000,000	$ 1,850,000,000	$ 3,118,750,000	$ 5,688,750,000	$ 21,941,331	$ 5,666,808,669	0.765115	$ 43,357,603
2029	$ 25,000,000	$ 750,000,000	$ 1,920,000,000	$ 3,375,140,000	$ 6,070,140,000	$ 21,941,331	$ 6,048,198,669	0.765115	$ 46,275,675
2030	$ 25,000,000	$ 805,000,000	$ 1,958,400,000	$ 3,493,840,000	$ 6,282,240,000	$ 21,941,331	$ 6,260,298,669	0.765115	$ 47,898,484
2031	$ 25,000,000	$ 860,000,000	$ 1,997,568,000	$ 2,298,124,600	$ 5,180,692,600	$ 21,941,331	$ 5,158,751,269	0.765115	$ 39,470,380
2032	$ 25,000,000	$ 914,000,000	$ 1,977,592,320	$ 1,509,422,200	$ 4,426,014,520	$ 21,941,331	$ 4,404,073,189	0.765115	$ 33,696,225
2033	$ 25,000,000	$ 969,000,000	$ 1,957,816,397	$ 957,250,000	$ 3,909,066,397	$ 21,941,331	$ 3,887,125,066	0.765115	$ 29,740,977
2034	$ 25,000,000	$ 1,025,000,000	$ 1,938,238,233	$ 592,088,800	$ 3,580,327,033	$ 21,941,331	$ 3,558,385,702	0.765115	$ 27,225,743
2035	$ 25,000,000	$ 1,135,000,000	$ 1,918,855,851	$ 402,244,400	$ 3,481,100,251	$ 21,941,331	$ 3,459,158,920	0.765115	$ 26,466,544
2036	$ 25,000,000	$ 1,144,605,400	$ 1,899,667,292	$ 290,124,600	$ 3,359,397,292	$ 21,941,331	$ 3,337,455,961	0.765115	$ 25,535,376
2037	$ 25,000,000	$ 1,245,000,000	$ 1,880,670,619	$ 228,200,000	$ 3,378,870,619	$ 21,941,331	$ 3,356,929,288	0.765115	$ 25,684,370
2038	$ 25,000,000	$ 1,300,000,000	$ 1,861,863,913	$ 228,200,000	$ 3,415,063,913	$ 21,941,331	$ 3,393,122,582	0.765115	$ 25,961,290
2039	$ 25,000,000	$ 1,355,000,000	$ 1,843,245,274	$ 228,200,000	$ 3,451,445,274	$ 21,941,331	$ 3,429,503,943	0.765115	$ 26,239,649
2040	$ 25,000,000	$ 1,410,000,000	$ 1,824,812,821	$ 228,200,000	$ 3,488,012,821	$ 21,941,331	$ 3,466,071,490	0.765115	$ 26,519,433
2041	$ 25,000,000	$ 1,465,000,000	$ 1,806,564,693	$ 228,200,000	$ 3,524,764,693	$ 21,941,331	$ 3,502,823,362	0.765115	$ 26,800,627
2042	$ 25,000,000	$ 1,520,000,000	$ 1,788,499,046	$ 228,200,000	$ 3,561,699,046	$ 21,941,331	$ 3,539,757,715	0.765115	$ 27,083,217
2043	$ 25,000,000	$ 1,575,000,000	$ 1,770,614,055	$ 228,200,000	$ 3,598,814,055	$ 21,941,331	$ 3,576,872,724	0.765115	$ 27,367,190
2044	$ 25,000,000	$ 1,630,000,000	$ 1,752,907,915	$ 228,200,000	$ 3,636,107,915	$ 21,941,331	$ 3,614,166,584	0.765115	$ 27,652,531
2045	$ 25,000,000	$ 1,685,000,000	$ 1,735,378,836	$ 228,200,000	$ 3,673,578,836	$ 21,941,331	$ 3,651,637,505	0.765115	$ 27,939,226
2046	$ 25,000,000	$ 1,740,000,000	$ 1,718,025,047	$ 228,200,000	$ 3,711,225,047	$ 21,941,331	$ 3,689,283,716	0.765115	$ 28,227,263
2047	$ 25,000,000	$ 1,795,000,000	$ 1,700,844,797	$ 228,200,000	$ 3,749,044,797	$ 21,941,331	$ 3,727,103,466	0.765115	$ 28,516,628
2048	$ 25,000,000	$ 1,850,000,000	$ 1,683,836,349	$ 228,200,000	$ 3,787,036,349	$ 21,941,331	$ 3,765,095,018	0.765115	$ 28,807,307
2049	$ 25,000,000	$ 1,905,000,000	$ 1,666,997,985	$ 228,200,000	$ 3,825,197,985	$ 21,941,331	$ 3,803,256,654	0.765115	$ 29,099,287
2050	$ 25,000,000	$ 1,905,000,000	$ 1,650,328,006	$ 228,200,000	$ 3,808,528,006	$ 21,941,331	$ 3,786,586,675	0.765115	$ 28,971,743
2051	$ 25,000,000	$ 1,905,000,000	$ 1,633,824,726	$ 228,200,000	$ 3,792,024,726	$ 21,941,331	$ 3,770,083,395	0.765115	$ 28,845,474
2052	$ 25,000,000	$ 1,905,000,000	$ 1,617,486,478	$ 228,200,000	$ 3,775,686,478	$ 21,941,331	$ 3,753,745,147	0.765115	$ 28,720,467

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

(b) - Per Williamson County Appraisal District

Year	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(c)	TIRZ Administrative Costs	Net to City of Taylor	Cumulative to City of Taylor
2023	93.5%	$ -	$ -	0.0%	$ -	$ 10,000,000	$ -	$ 10,000,000	$ 10,000	**$ (10,000)**	**$ (10,000)**
2024	93.5%	$ 4,886,482	$ 4,886,482	0.0%	$ -	$ 10,000,000	$ -	$ 10,000,000	$ 10,200	**$ 329,502**	**$ 319,502**
2025	93.5%	$ 16,381,320	$ 21,267,803	0.0%	$ -	$ 10,000,000	$ -	$ 10,000,000	$ 10,404	**$ 1,128,404**	**$ 1,447,906**
2026	93.5%	$ 26,084,697	$ 47,352,500	0.0%	$ -	$ 10,000,000	$ -	$ 10,000,000	$ 10,612	**$ 1,802,763**	**$ 3,250,669**
2027	93.5%	$ 41,444,389	$ 88,796,889	0.0%	$ -	$ 10,000,000	$ -	$ 10,000,000	$ 10,824	**$ 2,870,336**	**$ 6,121,005**
2028	93.5%	$ 40,539,359	$ 129,336,248	1.0%	$ 433,576	$ 10,000,000	$ 433,576	$ 9,566,424	$ 11,041	**$ 2,373,627**	**$ 8,494,633**
2029	93.5%	$ 43,267,756	$ 172,604,005	1.0%	$ 462,757	$ 9,566,424	$ 462,757	$ 9,103,667	$ 11,262	**$ 2,533,901**	**$ 11,028,533**
2030	93.5%	$ 44,785,083	$ 217,389,087	1.0%	$ 478,985	$ 9,103,667	$ 478,985	$ 8,624,682	$ 11,487	**$ 2,622,930**	**$ 13,651,463**
2031	93.5%	$ 36,904,805	$ 254,293,892	1.0%	$ 394,704	$ 8,624,682	$ 394,704	$ 8,229,979	$ 11,717	**$ 2,159,154**	**$ 15,810,617**
2032	93.5%	$ 31,505,970	$ 285,799,862	1.0%	$ 336,962	$ 8,229,979	$ 336,962	$ 7,893,016	$ 11,951	**$ 1,841,341**	**$ 17,651,959**
2033	93.5%	$ 27,807,813	$ 313,607,676	1.0%	$ 297,410	$ 7,893,016	$ 297,410	$ 7,595,607	$ 12,190	**$ 1,623,564**	**$ 19,275,523**
2034	93.5%	$ 25,456,069	$ 339,063,745	1.0%	$ 272,257	$ 7,595,607	$ 272,257	$ 7,323,349	$ 12,434	**$ 1,484,982**	**$ 20,760,505**
2035	93.5%	$ 24,746,218	$ 363,809,964	1.0%	$ 264,665	$ 7,323,349	$ 264,665	$ 7,058,684	$ 12,682	**$ 1,442,977**	**$ 22,203,482**
2036	93.5%	$ 23,875,577	$ 387,685,541	1.0%	$ 255,354	$ 7,058,684	$ 255,354	$ 6,803,330	$ 12,936	**$ 1,391,510**	**$ 23,594,992**
2037	93.5%	$ 24,014,886	$ 411,700,426	1.0%	$ 256,844	$ 6,803,330	$ 256,844	$ 6,546,486	$ 13,195	**$ 1,399,446**	**$ 24,994,437**
2038	93.5%	$ 24,273,806	$ 435,974,232	1.0%	$ 259,613	$ 6,546,486	$ 259,613	$ 6,286,873	$ 13,459	**$ 1,414,412**	**$ 26,408,850**
2039	93.5%	$ 24,534,072	$ 460,508,304	0.0%	$ -	$ 6,286,873	$ -	$ 6,286,873	$ 13,728	**$ 1,691,849**	**$ 28,100,699**
2040	93.5%	$ 24,795,670	$ 485,303,974	0.0%	$ -	$ 6,286,873	$ -	$ 6,286,873	$ 14,002	**$ 1,709,761**	**$ 29,810,460**
2041	93.5%	$ 25,058,586	$ 510,362,560	0.0%	$ -	$ 6,286,873	$ -	$ 6,286,873	$ 14,282	**$ 1,727,758**	**$ 31,538,218**
2042	93.5%	$ 25,322,808	$ 535,685,368	0.0%	$ -	$ 6,286,873	$ -	$ 6,286,873	$ 14,568	**$ 1,745,841**	**$ 33,284,059**
2043	93.5%	$ 25,588,322	$ 561,273,690	0.0%	$ -	$ 6,286,873	$ -	$ 6,286,873	$ 14,859	**$ 1,764,008**	**$ 35,048,067**
2044	93.5%	$ 25,855,116	$ 587,128,807	0.0%	$ -	$ 6,286,873	$ -	$ 6,286,873	$ 15,157	**$ 1,782,258**	**$ 36,830,325**
2045	93.5%	$ 26,123,177	$ 613,251,983	0.0%	$ -	$ 6,286,873	$ -	$ 6,286,873	$ 15,460	**$ 1,800,590**	**$ 38,630,915**
2046	93.5%	$ 26,392,491	$ 639,644,474	0.0%	$ -	$ 6,286,873	$ -	$ 6,286,873	$ 15,769	**$ 1,819,003**	**$ 40,449,918**
2047	93.5%	$ 26,663,047	$ 666,307,521	0.0%	$ -	$ 6,286,873	$ -	$ 6,286,873	$ 16,084	**$ 1,837,496**	**$ 42,287,414**
2048	93.5%	$ 26,934,832	$ 693,242,353	0.0%	$ -	$ 6,286,873	$ -	$ 6,286,873	$ 16,406	**$ 1,856,069**	**$ 44,143,483**
2049	93.5%	$ 27,207,833	$ 720,450,186	0.0%	$ -	$ 6,286,873	$ -	$ 6,286,873	$ 16,734	**$ 1,874,719**	**$ 46,018,202**
2050	93.5%	$ 27,088,579	$ 747,538,766	0.0%	$ -	$ 6,286,873	$ -	$ 6,286,873	$ 17,069	**$ 1,866,094**	**$ 47,884,297**
2051	93.5%	$ 26,970,518	$ 774,509,283	0.0%	$ -	$ 6,286,873	$ -	$ 6,286,873	$ 17,410	**$ 1,857,546**	**$ 49,741,842**
2052	93.5%	$ 26,853,637	$ 801,362,920	0.0%	$ -	$ 6,286,873	$ -	$ 6,286,873	$ 17,758	**$ 1,849,072**	**$ 51,590,914**

(c) - 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 §
§ **TAX ABATEMENT AGREEMENT**
COUNTY OF WILLIAMSON §

This Tax Abatement Agreement (the "Agreement") is entered into 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 "Owner") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

W I T N E S S E T H:

WHEREAS, the Owner owns the real property in Williamson County, Texas, being further described in **Exhibit "A"** attached hereto (the "Land")**;** and

WHEREAS, the Owner intends to develop the Land for the Project (hereinafter defined); and

WHEREAS, the City Council has adopted an ordinance designating an area that includes the Land as Tax Abatement Reinvestment Zone No. 9 (the "Reinvestment Zone") as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code; and

WHEREAS, in compliance with the Act, the City Council has held a public hearing to receive public comments on the creation of the proposed Reinvestment Zone and its benefits to the City and the property in the proposed Reinvestment Zone; and has notified the governing body of each taxing unit that levies real property taxes within the proposed Reinvestment Zone of its intent to establish the Reinvestment Zone; and

WHEREAS, the City has adopted guidelines for tax abatement that are current under Tax Code Section 312.002(b) (the "Tax Abatement Guidelines"); and

WHEREAS, the Tax Abatement Guidelines contain appropriate guidelines and criteria governing tax abatement agreements to be entered by the City as contemplated by the Tax Code; and

WHEREAS, the City has adopted a resolution stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, in order to maintain and enhance the commercial and industrial economic and employment base of the Taylor area, it is in the best interests of the taxpayers for the City to enter into this Agreement in accordance with said Zone Ordinance, the Tax Abatement Guidelines and the Tax Code; and

WHEREAS, Owner's development efforts described herein will create permanent new jobs in the City; and

WHEREAS, the City Council after a public hearing has found that the contemplated use of the Premises (hereinafter defined), and the contemplated Improvements are consistent with encouraging development of the proposed Reinvestment Zone and that the proposed tax abatement will be in compliance with the Tax Abatement Guidelines, the Tax Code, and all other applicable laws; and

WHEREAS, the City Council has found that the Improvements sought are feasible and practicable and would be of benefit to the Premises to be included in the proposed Reinvestment Zone and to the City after expiration of this Agreement; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Tax Code, to the presiding officers of the governing bodies of each of the taxing units in which the Premises is located; and

WHEREAS, this Agreement was approved at a regularly scheduled meeting of the City Council of the City;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment, the attraction of major investment in the Reinvestment Zone, which contributes to the economic development of Taylor and the enhancement of the tax base in the City, the Parties agree as follows:

Article I
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"Act" shall mean the Property Redevelopment and Tax Abatement Act, Chapter 312, Texas Tax Code, as amended.

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of a receiver for any part of a Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party, and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"City" is defined in the introductory paragraph.

"Completion of Construction" shall mean that: (i) the construction of the Improvements has been substantially completed; and (ii) a temporary or final certificate of occupancy has been issued by the City for the occupancy of the Improvements by the Owner.

"County" shall mean Williamson County, Texas.

"Development Agreement" shall mean that certain City of Taylor, Texas Development Agreement pursuant to Chapter 212, Subchapter G, Texas Local Government Code, between the Parties, dated November 29, 2021.

"Development Review Reimbursement Agreement" shall mean that certain Development Review Reimbursement Agreement by and between Owner and City dated September 24, 2021.

"Effective Date" shall mean the day after the later of (i) the full execution hereof by all of the Parties; and (ii) the day that all conditions precedent listed at Section 9.12 have been satisfied.

"Expiration Date" shall mean March 1 of the calendar year following the expiration of the last of the tax abatements provided herein.

"First Year of Abatement" shall mean the earlier of (a) the year commencing on January 1, 2024 or (b) first full tax year following the Owner's obtaining a Certificate of Occupancy from the City of Taylor, Texas for a minimum of 6,000,000 square feet of facilities on the Land; provided, however, that the Owner may, at its sole discretion and sole option, elect to delay the First Year of Abatement by up to one (1) year by delivering a notice to the City and the Williamson Central Appraisal District (or its successor) stating such desire (a "Notice of First Year of Abatement Change"), and in such case, the First Year of Abatement shall be the date identified in the Notice of First Year of Abatement Change.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns, work stoppages, or incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or other causes affecting the area in which the Project is located, or the Owner's labor or supply chain, or the availability of services ("**Epidemiological Event**") that result in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not. If a Party is unable to perform its obligations under this Agreement due to a Force Majeure, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is

delayed provides written notice to the other Party not later than fifteen (15) business days after occurrence of the event(s) or condition(s) causing the delay describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred. The Parties acknowledge that as of the Effective Date, the outbreak of COVID-19 ("COVID-19 Outbreak") is an Epidemiological Event, that, notwithstanding the COVID-19 Outbreak, the existing effects of the COVID-19 Outbreak could not have been reasonably anticipated, and that the potential continuing effects of the COVID-19 Outbreak cannot reasonably be anticipated by City or Company nor be prevented nor overcome, wholly or in part, by the exercise of commercially reasonable diligence by such Party provided, however, the COVID-19 Outbreak is not an excuse from performance of any obligation under this Agreement unless it actually renders a party unable to perform such obligation in the specific instance.

"Improvements" or "Project" shall mean one or more improvements constructed on the Land 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 Land 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), and (iii) such additional related improvements constructed on the Land including, but not limited to, required parking, landscaping and all other improvements constructed on the Land and which may be more fully described in the submittals filed by Owner with the City from time to time, in order to obtain building permit(s).

"Land" is defined in the Recitals.

"New Tangible Personal Property" shall mean each installation or delivery of Tangible Personal Property installed or located at the Improvements for which Owner provides the City and the Williamson Central Appraisal District, not more than once each year during the Term, a separate written rendition for such new Tangible Personal Property, including the date of delivery, location, or installation at the Improvements, and a description and historic cost or opinion of value for such property and for which Owner and City have requested the Williamson Central Appraisal District to assign an account number separate and apart from any other Tangible Personal Property tax account for appraisal purposes.

"Owner" is defined in the introductory paragraph.

"Owner Affiliate" shall mean any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, Owner. The term "control" shall mean direct or indirect ownership of more than fifty percent (50%) of the voting stock of a corporation (or equivalent equity interest for other types of entities) or the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities, by contract or otherwise.

"Premises" shall mean collectively, the Land and the Improvements following construction thereof.

"Reinvestment Zone" is defined in the Recitals.

"Related Agreement" shall mean any agreement, other than this Agreement, related to the Project by and between (i) the City and the Owner, or (ii) if the operation of the Project is transferred to any entity that controls Owner or that is controlled by or under common control with Owner, then such other entity.

"Tangible Personal Property" shall have the same meaning assigned by Texas Tax Code, Section 1.04 and shall mean all tangible personal property, equipment, and machinery, inventory and supplies owned or leased by the Company, and located in the Improvements on January 1 of a given Tax Year. Tangible Personal Property shall not include Freeport Goods or Goods in Transit pursuant to Section 11.251 or 11.253 of the Texas Tax Code if such items qualify for and are allowed exemption from City property taxes in a given year during the Term, and nothing in this Agreement prevents application for such exemptions, if applicable and available.

"Tax Code" shall mean the Texas Tax Code.

"Taxable Value" shall mean the appraised value of Tangible Personal Property as certified by the Williamson Central Appraisal District, or its successor, as of January 1 of a given year.

"Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Incentive Agreement" shall mean that certain Taxable Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Incentive Agreement between City and Owner dated November 29, 2021.

"Zone Ordinance" shall mean the ordinance of the City of Taylor, Texas designating the Reinvestment Zone No. 9 pursuant to Chapter 312 of the Texas Tax Code.

Article II
General Provisions

2.1 Owner is the owner of the Land, which Land is located within the city limits of the City and within the Reinvestment Zone. Owner intends to construct, or cause to be constructed, the Improvements on the Land.

2.2 The Premises are not in an improvement project financed by tax increment bonds.

2.3 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

2.4 The Premises are not owned or leased by any member of the Taylor City Council or any member of the Taylor Planning and Zoning Commission.

2.5 Owner shall, on or before May 1, of each calendar year that this Agreement is in effect, certify in writing to the City that it is in compliance with each term of the Agreement.

2.6 The Land and the Improvements constructed thereon shall be used in the manner (i) that at the time of construction is consistent with the City's Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Reinvestment Zone.

2.7 The "Term" of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

Article III
Phase I Tax Abatement Authorized

3.1 This Agreement is authorized by the Tax Code and in accordance with the City Tax Abatement Guidelines that were approved by resolution of the City Council no more than two (2) years before the Effective Date of this Agreement.

3.2 Subject to the terms and conditions of this Agreement, the City hereby grants Owner an abatement of ninety-two and one-half percent (92.5%) of the Taxable Value of New Tangible Personal Property in each annual rendition of New Tangible Personal Property occurring after the Effective Date of this Agreement and within the nine (9) calendar years after the First Year of Abatement ("Phase I"). The City will work with Williamson Central Appraisal District to ensure the Williamson Central Appraisal District will assign each new installation, delivery, or location of New Tangible Personal Property an account number separate and apart from any other Tangible Personal Property for appraisal purposes, and establish, if necessary, a mutually acceptable administrative method to allow compliance with this Agreement.

3.3 The period of tax abatement for New Tangible Personal Property in each annual rendition shall be for a period of ten (10) consecutive years beginning with the first calendar year after each rendition of New Tangible Personal Property during Phase I.

3.4 During the period of tax abatement herein authorized, Owner shall be subject to all taxation not abated, including, but not limited to, ad valorem taxation on the Land; however, for clarity, this provision is not intended to limit or restrict the rights and obligations under the Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Incentive Agreement.

Article IV
Phase II and Phase III Tax Abatement Authorized

4.1 Subject to the terms and conditions of this Agreement, the City grants Owner a tax abatement for New Tangible Personal Property for: (i) calendar years ten (10) through nineteen

(19) *after* the First Year of Abatement (herein "Phase II"); and (ii) calendar years twenty (20) through twenty-nine (29) *after* the First Year of Abatement (herein "Phase III").

4.2 Subject to the terms and conditions of this Agreement, the City hereby grants Owner an abatement of ninety percent (90%) of the Taxable Value of New Tangible Personal Property in each annual rendition of New Tangible Personal Property occurring within Phase II.

4.3 The period of tax abatement for each installation, delivery or location of New Tangible Personal Property during Phase II shall be for a period of ten (10) consecutive years beginning with the first calendar year after each rendition of New Tangible Personal Property during Phase II.

4.4 Subject to the terms and conditions of this Agreement, the City hereby grants Owner an abatement of eighty-five percent (85%) of the Taxable Value of New Tangible Personal Property in each annual rendition of New Tangible Personal Property occurring within Phase III.

4.5 The period of tax abatement for each installation, delivery or location of New Tangible Personal Property during Phase III shall be for a period of ten (10) consecutive years beginning with the first calendar year after each rendition of New Tangible Personal Property during Phase III.

4.6 Notwithstanding any provision of this Agreement to the contrary: (i) in no case shall any tax abatement be granted for New Tangible Personal Property rendered in Phase III for the thirtieth (30th) year *after* the First Year of Abatement or thereafter; and (ii) in no case shall any New Tangible Personal Property receive abatement for more than ten (10) years.

Article V
Improvements

5.1 Owner owns a portion of the Land and intends to construct or cause to be constructed the Improvements on the Land and to locate Tangible Personal Property at such Improvements. Nothing in this Agreement shall obligate Owner to construct the Improvements on the Land or to locate Tangible Personal Property thereat, but said actions are conditions precedent to tax abatement pursuant to this Agreement.

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, 2023 - Owner will cause Completion of Construction of a minimum of 2,500,000 square feet of Improvements;

(b) By December 31, 2024 - Owner will cause Completion of Construction of a minimum of an additional 1,500,000 square feet of Improvements, totaling 4,000,000 square feet of Improvements;

(c) By December 31, 2026 - Owner will cause Completion of Construction of an additional 2,000,000 square feet of Improvements, totaling 6,000,000 square feet of Improvements; and

(d) Subject to and contingent upon the Fab 2 Certificate being issued, by December 31, 2028 - Owner will cause Completion of Construction of a minimum of an additional 1,000,000 square feet of Improvements, totaling 7,000,000 square feet of Improvements.

Notwithstanding anything to the contrary in this Agreement, Owner's obligation to cause Completion of Construction of that portion of the Improvements described under Section 5.2(d) is contingent upon, and shall only apply if, the Comptroller issues the Fab 2 Certificate (as defined below).

5.3 Construction plans for the Improvements constructed on the Land will be filed with the City, which shall be deemed to be incorporated by reference herein and made a part hereof for all purposes.

5.4 Owner agrees to maintain the Improvements during the Term of this Agreement in accordance with all applicable state and local laws, codes, and regulations in all material respects, or shall diligently pursue the cure of any material non-compliance.

5.5 The City, its agents and employees shall have the right of access to the Premises during and following construction to inspect the Improvements at reasonable times and with reasonable notice to Owner, and in accordance with visitor access and security policies of the Owner, in order to ensure that the construction of the Improvements are in accordance with this Agreement and all applicable state and local laws and regulations (or valid waiver thereof).

Article VI
Default: Recapture of Tax Revenue

6.1 If Owner fails to comply with its obligations in Section 5.2(c) (or, if the Fab 2 Certificate is received, then in the event Owner fails to comply with its obligations in Section 5.2(d)), 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(c) (or, if the Fab 2 Certificate is received, then any other terms and conditions in this Agreement other than Section 5.2(d)), 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.

6.2 Upon breach by Owner of any of the obligations under this Agreement, the City shall notify Owner in writing, and Owner shall have ninety (90) days from receipt of the notice in which to cure any such default. If the default cannot reasonably be cured within such 90-day period, and the Owner has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the City shall extend the period in which the default must be cured for an additional sixty (60) days.

6.3 If the Owner fails to cure the default within the time provided as specified above or, as such time period may be extended, the City, at its sole option, shall have the right to terminate this Agreement by providing written notice to the Owner.

6.4 Upon termination of this Agreement by City, the amount of liquidated damages set forth in Section 6.1, shall become a debt to the City as liquidated damages, and shall become due and payable not later than thirty (30) days after a notice of termination is provided. The City shall have all remedies for the collection of the abated tax provided generally in the Tax Code for the collection of delinquent property tax, but without penalties. The computation of the abated tax for the purposes of the Agreement shall be based upon the full Taxable Value of the New Tangible Personal Property without tax abatement for the applicable years for which recapture is required as set forth above and in which tax abatement hereunder was received by the Owner, as determined by the Williamson Central Appraisal District, multiplied by the tax rate of the years in question, as calculated by the City Tax Assessor-Collector. The liquidated damages shall incur interest as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

Article VII
Annual Application for Tax Exemption

It shall be the responsibility of the Owner, pursuant to Section 11.43 of the Tax Code, as amended, to file, **on or before April 30**, an annual exemption application form for the New Tangible Personal Property with the Williamson County Chief Appraiser. A copy of the respective exemption application shall be submitted to the City upon request.

Article VIII
Annual Rendition

The Owner shall annually render the value of the New Tangible Personal Property to the Williamson Central Appraisal District and shall provide a copy of the same to the City upon written request.

Article IX
Miscellaneous

9.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received upon the earlier of (a) actual receipt or (b) three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below, or such other address as is designated by the applicable Party from time to time, or on the day actually received as sent by courier or otherwise hand delivered.

If intended for City, to:	With a copy to:
Attn: Brian LaBorde City Manager City of Taylor, Texas 400 Porter Street Taylor, Texas 76574	Ted W. Hejl City Attorney Hejl & Schroder, P.C. 311 Talbot P.O. Box 192 Taylor, Texas 76574
If intended for Owner, to:	With a copy to:
Attn: Chief Financial Officer Samsung Austin Semiconductor, LLC 12100 Samsung Boulevard Austin, Texas 78754	Attn: General Counsel Samsung Austin Semiconductor LLC 12100 Samsung Boulevard Austin, Texas 78754

9.2 Authorization. This Agreement was authorized by resolution of the City Council approved by its Council at a meeting authorizing the Mayor to execute this Agreement on behalf of the City.

9.3 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal, unconstitutional or unenforceable, such invalidity, illegality,

unconstitutionality or unenforceability shall not affect other provisions, and it is the intention of the Parties that in lieu of each provision that is held to be invalid, illegal, unconstitutional or unenforceable, a provision will be added to this Agreement which is valid, legal, constitutional and enforceable and is as similar in terms as possible to the provision held to be invalid, illegal, unconstitutional or unenforceable.

9.4 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

9.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. This Agreement 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.

9.6 Entire Agreement. This Agreement, together with the Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Incentive Agreement, is the entire agreement of the Parties with respect to the tax abatements provided for hereunder. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto or as that are otherwise expressly identified and described in this Agreement as being an agreement to be entered concurrently with or subsequent to this Effective Date of this Agreement. This Agreement cannot be modified without written agreement of the Parties.

9.7 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

9.8 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

9.9 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by the Owner without the prior written consent of the City Manager not to be unreasonably withheld, delayed, or conditioned; and provided that Owner may (without the consent of the City or City Manager) assign this Agreement in its entirety to an Owner Affiliate upon written notice to the City; provided, however, no such assignment without the City's consent shall be effective as to the City unless and until the City receives a copy of the written assignment that provides for the Owner Affiliate to assume all rights and obligations of Owner set forth in this Agreement.

9.10 Employment of Undocumented Workers. Owner has executed the certification attached hereto as **Exhibit "B."** During the Term of this Agreement, the Owner agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C.

Section 1324a (f), the Owner shall repay the taxes abated herein, and any other funds received by the Owner from the City as of the date of such violation within 120 days after the date the Owner is notified by the City of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Owner is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Owner or by a person with whom Owner contracts. Owner hereby verifies in accordance with the requirements of Chapters 2271, 2274, and 2274 of the Government Code and subject to applicable law that Owner will not Boycott Israel, does not and will not Boycott Energy Companies, and does not and will not Discriminate Against Firearm Entities or Firearm Trade Associations, as such capitalized terms are defined in such chapters of the Government Code and subject to the provisions of such chapters of the Government Code.

9.11 Right of Offset. The City may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from the Owner, regardless of whether the amount due arises pursuant to the terms of this Agreement or a Related Agreement or otherwise and regardless of whether or not the debt due the City has been reduced to judgment by a court.

9.12 Conditions Precedent. This Agreement shall not be effective until such time as the following conditions precedent have been met: (i) the Parties' execution of the Project Funding Agreement by and between the Parties dated approximate date herewith or earlier; (ii) the Parties' execution of the First Amendment to the Development Review Reimbursement Agreement dated approximate herewith or earlier; (iii) the Parties' execution of the First Amendment to the Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Incentive Agreement dated approximate date herewith or earlier; (iv) the Parties' execution of that certain Chapter 380 Economic Development Agreement dated approximate date herewith or earlier; (v) the Parties' execution of the First Amendment to the Development Agreement dated approximate date herewith or earlier; and (vi) the Parties' execution of that certain Agreement for the Provision of Nonstandard Retail Water and Wastewater Service by and between the Parties relating to the provision of retail water and wastewater services by City to the Property as referenced in Articles VII and VIII of the Development Agreement, as amended.

9.13 Original Tax Abatement Agreement Terminated and Superseded. The parties entered into that certain Tax Abatement Agreement, dated as of November 29, 2021 (the "Original Tax Abatement Agreement"). Upon the Effective Date, this Agreement shall terminate, supersede and replace the Original Tax Abatement Agreement, which shall be of no further force or effect thereafter.

9.14 Fab 2 Certificate. Owner represents, and City acknowledges, that Owner has submitted an application to the Texas Comptroller for Public Accounts (the "Comptroller") for appraised value limitation on qualified property under Chapter 313 of the Texas Tax Code, with respect to the second Plant that Owner is considering constructing on the Land (commonly referred to as "Fab 2") and its supporting facilities (the "Fab 2 Application"). The "Fab 2 Certificate" means a certificate for a limitation on appraised value under Chapter 313 of the Texas Tax Code issued by the Comptroller with respect to the Fab 2 Application.

[Signature page to follow]

EXECUTED this ___ day of _____ 2022.

CITY OF TAYLOR, TEXAS

By: _____
Brandt Rydell, Mayor

APPROVED AS TO FORM:

By:_____
Ted Hejl, City Attorney

EXECUTED this ___ day of _____ 2022.

SAMSUNG AUSTIN SEMICONDUCTOR, LLC

By: _____
Name:_____
Title:_____

EXHIBIT "A"
Description of the Land

Property 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 of Taylor, including the properties listed below by Williamson Central Appraisal District Property Identification Number:

Property ID	WCAD Legal Description
R019409	AW0800 LEE, T.B. SUR.
R019700	AW0631 TYLER, B.J. SUR.
R020073	AW0631 TYLER, B.J. SUR.
R019412	AW0800 LEE, T.B. SUR.
R019701	AW0631 TYLER, B.J. SUR.
R020074	AW0631 TYLER, B.J. SUR.
R019411	AW0800 - LEE, T.B. SUR.
R020004	AW0800 - LEE, T.B. SUR.
R430327	AW0484 - NOBLES, W. SUR.
R019702	AW0632 - TYLER, L.A. SUR.
R020075	AW0632 TYLER, L.A. SUR.
R019408	AW0800 LEE, T.B. SUR.
R019261	AW0318 H.T. & B.R.R. CO. SUR.
R019977	AW0318 H.T. & B.R.R. CO. SUR.
R019262	AW0318 H.T. & B.R.R. CO. SUR.
R092013	AW0318 H.T. & B.R.R. CO. SUR.
R019706	AW0636 TYLER, G.W. SUR.
R020076	AW0636 TYLER, G.W. SUR.
R019209	AW0923 EBBERLY, J. SUR.
R019237	AW0315 H.T. & B.R.R. CO. SUR.
R019230	AW0315 - H.T. & B.R.R. CO. SUR.
R594305	AW0315 - H.T. & B.R.R. CO. SUR.
R019965	AW0315 - H.T. & B.R.R. CO. SUR.
R019705	AW0634 TYLER, G.N. SUR.
R019264	AW0318 H.T. & B.R.R. CO. SUR.
R019263	AW0318 H.T. & B.R.R. CO. SUR.
R107030	AW0318 H.T. & B.R.R. CO. SUR.
R019259	AW0318 H.T. & B.R.R. CO. SUR.
R333621	AW0318 H.T. & B.R.R. CO. SUR.
R337975	AW0318 - H.T. & B.R.R. CO. SUR.
R019267	AW0318 - H.T. & B.R.R. CO. SUR.
R019260	AW0318 H.T. & B.R.R. CO. SUR.
R019269	AW0318 H.T. & B.R.R. CO. SUR.
R577898	AW0315 AWO315 - H.T. & B.R.R. CO. SUR.
R019703	AW0634 TYLER, G.N. SUR.
R331121	AW0923 - EBBERLY, J. SUR.
R331122	AW0923 - EBBERLY, J. SUR.
R331120	AW0923 - EBBERLY, J. SUR.

EXHIBIT "A"
Description of the Land

Property ID	WCAD Legal Description
R331123	AW0923 - EBBERLY, J. SUR.
R019223	AW0923 - EBBERLY, J. SUR.
R338860	AW0923 - EBBERLY, J. SUR.
R019235	AW0315 - H.t. & B.r.r. Co. Sur.
R327085	AW0315 H.t. & B.r.r. Co. Sur.

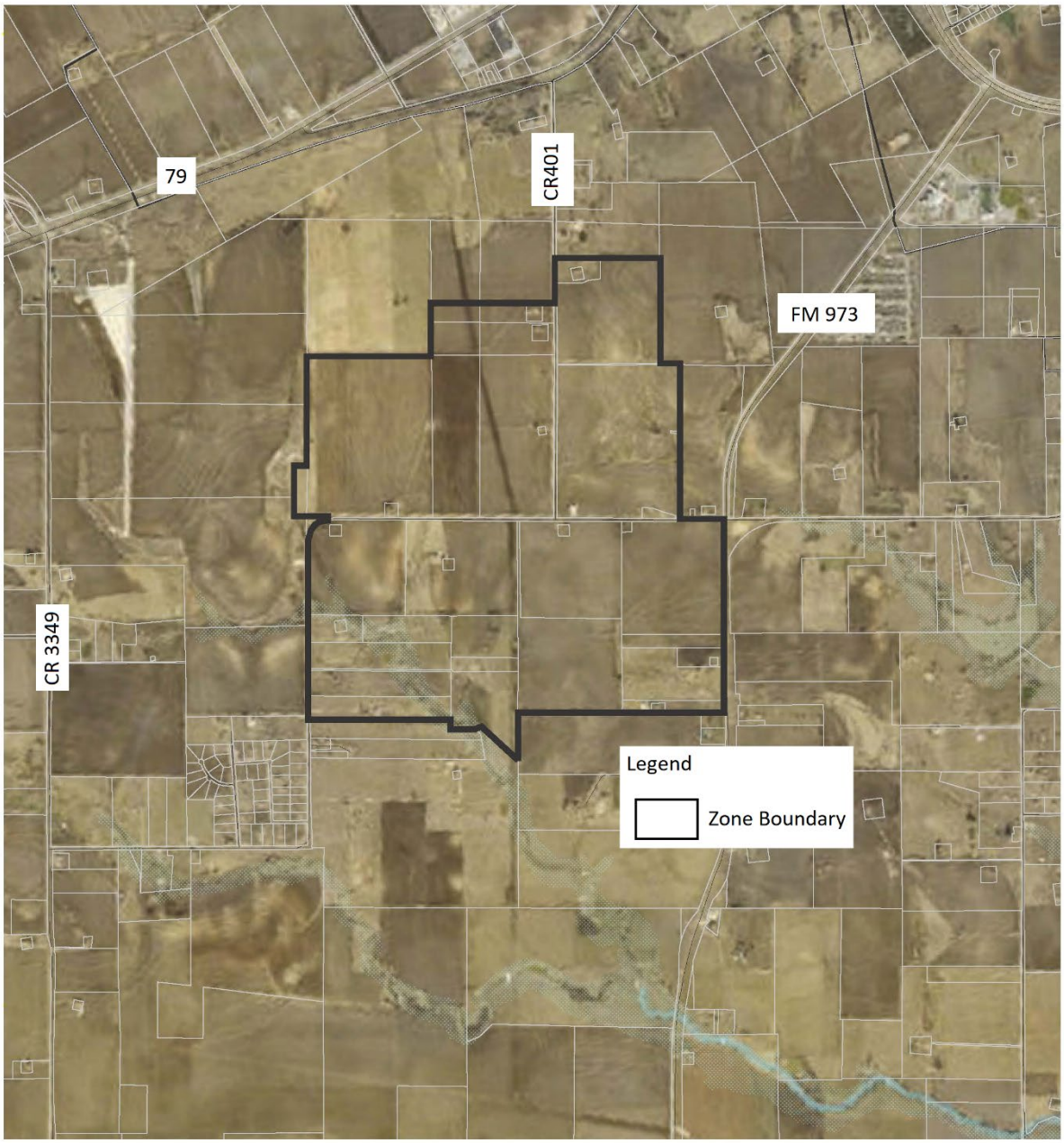


EXHIBIT "A"
Description of the Land

DESCRIPTION

A 1268.23 Acre (55,244,173 Square Feet), tract of land, lying within the Benjamin J. Survey Abstract 631, the Thomas B. Lee Survey Abstract 800, the Lucius A. Tyler Survey Abstract 632, the H.T.&B.R.R.Co Survey Abstract 315, 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 following tracts conveyed to Samsung Austin Semiconductor, LLC, a called 100.57 acre tract in Document No. 2021184352, a called 7.19 acre tract in Document No. 2021184013, a called 35.18 acre tract in Document No. 2021183985, a called 11.02 acre tract in Document No. 2021184141, the remainder of a called 79.36 acre tract, Tract 1 and a called 159.14 acre tract, Tract 2 both in Document No. 2021184492, a called 33.62 acre tract, Tract 1, Parcel A, a called 1.85 acre tract, Tract 1, Parcel B, and a called 21.67 acre tract, Tract 2 all three in Document No. 2021184917, a called 23.58 acre tract in Document No. 2021184841, a called 29.87 acre tract in Document No. 2021183753, a called 29.99 acre tract in Document No. 2021184513, a called 11.18 acre tract in Document No. 2021185096, a called 70.38 acre tract in Document No. 2021184494, a called 61.29 acre tract, Tract 1 and a called 84.06 acre tract, Tract 2 both in Document No. 2021181069, a called 18.92 acre tract in Document No. 2021184843, a called 7.85 acre tract in Document No. 2021184919, a called 0.875 acre tract in Document No. 2021183313, a called 2.00 acre tract in Document No. 2021184507, a called 5.30 acre tract in Document No. 2021184505, a called 140.73 acre tract in Document No. 2021184511, a called 0.93 acre tract in Document No. 2021187920, a called 95.27 acre tract in Document No. 2021184038, a called 164.63 acre tract in Document No. 2021184270, a called 51.57 acre tract in Document No. 2021183993, the remainder of a called 8.43 acre tract in Document No. 2021184854 and a portion of a called 15.23 acre tract in Document No. 2021189911 all in the Official Public 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 100.57 acre tract and also being the intersection point of the southern right of way line of County Road 404 (right of way varies) with the western right of way line of Farm to Market Road 973 (right of way varies) for the **POINT OF BEGINNING** of the herein described tract;

THENCE, with the western right of way line of said Farm to Market Road 973 and also being the eastern line of said 100.57 acre tract, said 7.19 acre tract, said 35.18 acre tract and said 11.02 acre tract, the following three (3) courses and distances:

1. S 07° 24' 04" W, a distance of 2400.22 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
2. S 82° 29' 00" E, a distance of 20.69 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
3. S 07° 23' 06" W, passing at a distance of 307.06 feet a TxDOT monument with aluminum cap found for the southeastern corner of said 7.19 acre tract and also being the most eastern northeastern corner of said 35.18 acre tract, in all a total distance of 1176.05 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the southeastern corner of the herein described tract;

THENCE, with the southern line of said 11.02 acre tract and said 159.14 acre tract 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, passing at a distance of 1907.29 feet a 1/2" iron rod found for the southwestern corner of said 11.02 acre tract and also being the southeastern corner of said 159.14 acre tract, in all a total distance of 3840.55 feet to a 1/2" iron rod found for the southwestern corner of said 159.14 acre tract, the northwestern corner of said 93.583 acre tract and also being on the eastern line of said 33.62 acre tract;

THENCE, with the eastern line of said 33.62 acre tract and also being the western line of said 93.583 acre tract, S 07° 05' 14" W, a distance of 843.78 feet to a 2 1/2" wagon wheel hub found for the southeastern corner of said 33.62 acre tract and also being the northeastern corner of a called 242.54 acre tract, conveyed to Billy B. Trimble and wife, Betty O'Brien Trimble in Volume 2420, Page 29, Deed Records of Williamson County, Texas;

THENCE, with the southern line of said 33.62 acre tract, the northern lines of said 242.54 acre tract and of a called 26.63 acre tract, conveyed to John William Wilder in Volume 2406, Page 378, Official Records of Williamson County, Texas, the following four (4) courses and distances;

1. N 39° 26' 18" W, a distance of 834.84 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
2. N 34° 42' 04" W, a distance of 91.04 feet to a 1/4" iron rod found;
3. S 84° 59' 56" W, a distance of 145.60 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
4. N 82° 12' 04" W, a distance of 424.95 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the southwestern corner of said 33.62 acre tract and also being an ell corner of said 26.63 acre tract;

THENCE, with the western line of said 33.62 acre tract and also being the eastern lines of said 26.63, N 07° 29' 21" E, a distance of 142.58 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the southeastern corner of said 23.58 acre tract and also being the northeastern corner of said 26.63 acre tract;

THENCE, with the southern line of said 23.58 acre tract and also being the northern lines of said 26.63 acre tract, N 81° 50' 43" W, a distance of 2604.65 feet to a 1 1/4" iron rod found for the southwestern corner of said 23.58 acre tract, the northwestern corner of said 26.63 acre tract and also being on the eastern right of way line of County Road 404 (right of way varies), for the southwestern corner of the herein described tract;

THENCE, with the eastern right of way line of said County Road 404 and also being the western line of said 23.58 acre tract, said 29.87 acre tract, said 1.85 acre tract, said 29.99 acre tract and said 11.18 acre tract, N 07° 33' 46" E, passing at a distance of 394.60 feet a 1/2" iron rod found for the northwestern corner of said 23.58 acre tract and also being the southwestern corner of said 29.87 acre tract, passing at a distance of 894.20 feet a 1/2" iron rod found for the northwestern corner of said 29.87 acre tract and also being the southwestern corner of said 1.85 acre tract, in all a total distance of 1924.49 feet to a 1/2" iron rod found for the northwestern corner of said 11.18 acre tract and also being the southwestern corner of said 70.38 acre tract;

THENCE, continuing with the eastern right of way line of said County Road 404 and also being the western line of said 70.38 acre tract, the following two (2) courses and distances:

1. N 07° 17' 54" E, a distance of 1440.52 feet to a 1/2" iron rod with "ATWELL LLC" cap set, for 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 a 1/2" iron rod with "KC ENG" cap found for the most eastern northwestern corner of said 70.38 acre tract and also being the most southern southwestern corner of said 14.37 acre tract;

THENCE, with the eastern right of way line of said County Road 404 and also being the western line of said 14.37 acre tract, N 07° 58' 51" E, a distance of 55.72 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the most northern southwestern corner of said 14.37 acre tract, being on the southern line of said 164.63 acre tract and also being on the northern right of way of said County Road 404;

THENCE, with the southern line of said 164.63 acre tract and also being the northern right-of-way line of said County Road 404, N 82° 01' 09" W, a distance of 555.93 feet to a 1/2" iron rod with plastic cap found for the southwestern corner of said 164.63 acre tract and also being an ell corner of the remainder 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;

THENCE, with the western line of said 164.63 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 post found;
2. S 82° 39' 33" E, a distance of 232.48 feet to a 1/2" iron rod with "SAM SURVEYING" cap found;
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 164.63 acre tract and also being the southwestern corner of a called 305.22 acre tract, conveyed to C. Ernest Lawrence Family Limited Partneship 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 164.63 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 164.63 acre tract, the southeastern corner of said 305.22 acre tract, the northwestern corner of said 61.29 acre tract and also being the southwestern corner of said 51.57 acre tract;

THENCE, with the western line of said 51.57 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 51.57 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 51.57 acre tract and northern line of said 14.37 acre tract also being the southern line of said 79.74 acre tract and the southern ROW line of County Road 401 (right of way varies), S 82° 46' 28" E, a distance of 2328.97 feet to a 1/2" iron rod with "ATWELL LLC" cap set on the eastern right of way line of said County Road 401 and also being on the western line of said 79.36 acre tract;

THENCE, with the eastern right of way line of said County Road 401 and also being on the western line of said 79.36 acre tract, N 07° 06' 15" E, a distance of 365.08 feet to a 1/2" iron rod with "ATWELL LLC" cap set for an ell corner of said 79.36 acre tract and also being the southwestern corner of said remainder of 8.43 acre tract;

THENCE, with the eastern right of way line of said County Road 401 and also being the western line of said remainder of 8.43 acre tract, N 07° 18' 23" E, a distance of 422.83 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the northwestern corner of said remainder of 8.43 acre tract and also being the southwestern 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;

THENCE, with the southern line of said 1.13 acre tract and 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 the northern line of said remainder of 8.43 acre tract and said remainder of 79.36 acre tract, S 82° 28' 11" E, a distance of 1904.77 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the southeastern corner of said 1.50 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 79.36 acre tract and also being the western line of said 151.17 acre tract, S 07° 08' 58" W, a distance of 1947.41 feet to a 1/2" iron rod found for the southeastern corner of said 79.36 acre tract and also being the northeastern corner of said 0.93 acre tract;

THENCE, with the eastern line of said 0.93 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 the southeastern corner of said 0.93 acre tract, the southwestern corner of said 151.17 acre tract and also being on the northern line of said 140.73 acre tract;

THENCE, with the northern line of said 140.73 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 140.73 acre tract and also being the northwestern 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, with the eastern line of said 140.73 acre tract and said 14.37 acre tract and also being the western line of said 75 acre tract, the following five (5) courses and distances:

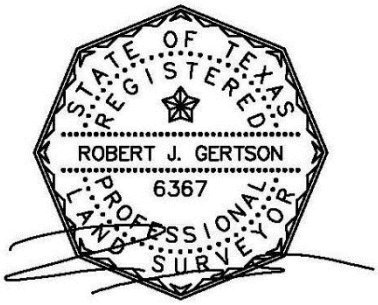
1. S 07° 50' 32" W, a distance of 1249.86 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
2. N 82° 10' 24" W, a distance of 158.33 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
3. S 07° 49' 36" W, a distance of 40.00 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
4. S 82° 10' 24" E, a distance of 158.33 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
5. S 07° 48' 15" W, a distance of 1626.42 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the most southern southeastern corner of said 14.37 acre tract, being on the northern line of said 100.57 acre tract and also being on the southern right of way line of County Road 404 (right of way varies);

THENCE, with the southern right of way line of said County Road 404 and also being the northern line of said 100.57 acre tract, S 82° 09' 51" E, a distance of 796.69 feet to the **POINT OF BEGINNING**.

Containing 1268.23 acres or 55,244,173 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



12/30/2021

EXHIBIT "A"
Description of the Land

EXHIBIT "B"
Certification

Certification Regarding Employment of Undocumented Aliens

Samsung Austin Semiconductor, LLC, a Delaware limited liability company (the "**Company**") hereby certifies to the City of Taylor that Company and any branches, divisions, or departments of Company do not and will not knowingly employ an undocumented worker, as that term is defined by Section 2264.001(4) of the Texas Government Code.

Samsung Austin Semiconductor, LLC

By: _____
Name: _____
Title: _____