

STATE OF TEXAS

COUNTY OF WILLIAMSON

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FIRST AMENDMENT TO
DEVELOPMENT REVIEW REIMBURSEMENT AGREEMENT

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

WITNESSETH:

WHEREAS, the Parties previously entered that certain Development Review Reimbursement Agreement dated September 24, 2021 (the “Original Agreement”); and

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

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

1. Article I of the Original Agreement is hereby amended to add definitions of “Company Affiliate,” “Company Development Review Costs,” “First Amendment Execution Date,” “Review Cost Escrows,” and “Third Party Development Review Costs,” and by amending the definitions of “Completion of Construction,” “Development Review Costs,” “Development Review Services,” and “Initial Improvements” or “Initial Project” to read as follows:

“Company Affiliate” shall mean any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, Company. 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.

“Company Development Review Costs” shall mean Development Review Costs incurred with respect to those portions of the Initial Improvements that are owned by Company.

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

“Development Review Costs” shall mean the costs incurred by City for the provision of Development Review Services by one or more third party contractors

and/or temporary full-time and part-time City employees in relation to the Initial Project. For clarity, (a) Development Review Costs consists of the Company Development Review Costs (as defined herein) and Third Party Development Review Costs (as defined herein), with the distinction between those subsets being whether or not the costs are incurred for Initial Improvements owned by Company or for Initial Improvements owned by third parties; and (b) with respect to Development Review Services performed by temporary full-time and part-time City employees in relation to the Initial Project, Development Review Costs shall also include City's costs relating to (i) the purchase, maintenance, repair, and/or operation of furniture, equipment, materials, supplies, and other personal property and (ii) the lease of office space and/or improvements to real property constituting working space for such temporary full-time and part-time City employees (not to exceed \$50,000 over the Term without the prior written approval of Company), all of which are reasonably necessary to allow such temporary full-time and part-time City employees to perform Development Review Services ("**City Out-of-Pocket Expenses**").

"Development Review Services" means 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 Project, including, but not limited to, review and amendment of City's Comprehensive Plan and City's plan for fire service to the Initial Project as reasonable and necessary to make the Comprehensive Plan and plan for fire service to the Initial Project 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 Land for the Initial Project, 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.

"First Amendment Execution Date" means the date that both City and Company have executed the First Amendment to this Agreement.

"Initial Improvements" or "Initial Project" means one or more improvements constructed on the Land, consisting of (i) the first Plant constructed on the Land, commonly referred to as Fab 1 ("Fab 1"), which is to be owned and operated by Company or a Company Affiliate, (ii) subject to and contingent upon the Fab 2 Certificate being issued, the second Plant constructed on the Land, commonly referred to as "Fab 2" ("Fab 2"), which is to be owned and operated by Company or a Company Affiliate, and (iii) the other buildings and ancillary facilities constructed on the Land as supporting facilities for Fab 1 or, if constructed, Fab 2, which may be owned and/or operated by Company or third parties, including, but not limited to, required parking and landscaping, and infrastructure such as water, wastewater, electrical, bulk gas and natural gas

facilities. The general layout and concept of the Initial Improvements and the approximate boundary of the area of the Land on which the Initial Improvements will be constructed is depicted on Exhibit "B," attached hereto.

"Review Cost Escrows" means collectively, the Company Review Cost Escrow and the Third Party Review Cost Escrow.

"Third Party Development Review Costs" shall mean Development Review Costs incurred with respect to those portions of the Initial Improvements that are owned by third parties (i.e., not Company) including, without limitation, EPCOR and Linde.

2. Section 3.1 of the Original Agreement is hereby amended to read as follows:

"3.1 Development Review Services. The Parties acknowledge and agree that the Development Agreement requires City to perform the Development Review Services relating to the Initial Project at certain levels and within certain time frames which represent an expedited and heightened level of performance beyond what is required for similar actions by City generally. The Company's obligations in this Agreement to fund the Review Cost Escrows are made in consideration of and to facilitate City's performance of the Development Review Services; more specifically, in the case of the Company Review Cost Escrow, with respect to those portions of the Initial Improvements that are owned by Company, and in the case of the Third Party Review Cost Escrow, with respect to those portions of the Initial Improvements that are owned by third parties ("Third Party Improvements"). City shall repay Company all amounts expended from the Company Review Cost Escrow in accordance with the Incentive Agreement solely for Company Development Review Costs and for Third Party Development Review Costs that are City Out-of-Pocket Expenses under Section 3.2(e). City is not required to repay amounts expended from the Third Party Review Cost Escrow for Third Party Development Review Costs other than Third Party Development Review Costs that are City Out-of-Pocket Expenses under Section 3.2(e)."

3. Sections 3.2 of the Original Agreement is hereby amended by amending subsection (b), (c), and (d), and adding subsection (e) to read as follows:

"(b) Review Cost Escrows.

(i) Company Review Cost Escrow. City agrees to deposit the Initial Deposit into a separate financial account with the City's depository bank ("**Company Review Cost Escrow**") and to spend such funds solely for the costs and expenses reasonably incurred by City for Company Development Review Costs.

(ii) Third Party Review Cost Escrow. Not later than ten (10) business days after the First Amendment Execution Date, the Company agrees to deposit with City the sum of One Million and No/100 Dollars (\$1,000,000.00),

which the City agrees to deposit into a separate financial account with the City's depository bank ("**Third Party Review Cost Escrow**") and to spend such funds solely for the costs and expenses reasonably incurred by City for Third Party Development Review Costs.

(c) Additional Deposits. Each and every time during the term of this Agreement the balance of a Review Cost Escrow falls below Two Hundred Thousand and No/100 Dollars (\$200,000.00), not later than ten (10) business days after receipt of a written request from City, Company shall, deposit via electronic funds transfer into such Review Cost Escrow such additional sums as necessary to return the balance of such Review Cost Escrow to One Million and No/100 Dollars (\$1,000,000.00) (each an "**Additional Deposit**").

(d) Initial Improvements Completion. Company shall provide written notice to City when Completion of Construction of the Initial Improvements has occurred ("**Initial Improvements Completion Notice**"). City agrees not later than sixty (60) days after receipt of the Initial Improvements Completion Notice to refund to Company any funds remaining in the Company Review Cost Escrow after all reasonable Company Development Review Costs have been fully paid, and to refund to Company any funds remaining in the Third Party Review Cost Escrow after all reasonable Third Party Development Review Costs have been fully paid.

(e) City Out-of-Pocket Expenses. With respect to those portions of Development Review Costs constituting City Out-of-Pocket Expenses (including, for clarity, those incurred as Company Development Review Costs and those incurred as Third Party Development Review Costs) for which City desires to be paid or reimbursed:

(i) Such payment or reimbursement shall only be made from the Company Review Cost Escrow;

(ii) City shall account for and provide back-up documentation to Company for such City Out-of-Pocket Expenses in the same manner as City is required to account for and provide back-up documentation to Company Development Review Costs pursuant to Section 3.3, below.

City acknowledges and agrees that City Out-of-Pocket Expenses (including, for clarity, those incurred as Company Development Review Costs and those incurred as Third Party Development Review Costs) shall constitute Reimbursable Expenses as defined in Section 3.9 of the Incentive Agreement as amended by that certain First Amendment To Tax Increment Reinvestment Zone No. Two Economic Development Agreement and Chapter 380 Economic Development Agreement between the Parties."

4. Sections 3.3 and 3.5 of the Original Agreement are amended to replace the words "the Review Cost Escrow" with the words "any Review Cost Escrow" in each instance.

5. Article IV of the Original Agreement is hereby amended to read as follows:

**“Article IV
Accounting for Third Party Development Review Costs**

4.1 Accounting for Third Party Development Review Costs. The Parties acknowledge and agree that, unlike amounts funded by Company to the Company Review Cost Escrow, amounts funded by Company to the Third Party Review Cost Escrow to pay Third Party Development Review Costs are not required to be repaid by City pursuant to this or any Related Agreement, except as set forth in Section 3.2(d) or Section 3.5 (for clarity, it is understood this does not limit the repayment of Third Party Development Review Costs that are City Out-of-Pocket Expenses under Section 3.2(e)). To ensure City has no obligation to repay any Development Review Costs that constitute Third Party Development Review Costs (other than Third Party Development Review Costs that are City Out-of-Pocket Expenses), and that expenditures from the Company Review Cost Escrow and Third Party Review Cost Escrow are properly accounted for, City shall cause all persons providing professional and other services related to the provision of Development Review Services to identify time spent and costs incurred with respect to Development Review Services provided in relation to Third Party Improvements so that Company Development Review Costs incurred can be distinguished from Third Party Development Review Costs incurred.”

6. Section 5.1 of the Original Agreement is hereby amended to read as follows:

“5.1 Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the respective Parties. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed; provided, however, the Company may (without the consent of the City) assign this Agreement in its entirety to a Company 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 Company Affiliate to assume all rights and obligations of Company set forth in this Agreement.”

7. **Exhibit “A”** to the Original Agreement is replaced in its entirety with **Exhibit “A”** to this First Amendment, and the term “Land” is modified accordingly.

8. The Original Agreement is amended by adding **Exhibit “B”** titled “Concept Plan for Initial Improvements” to read as set forth in Exhibit “B” to this First Amendment.

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

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

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


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

13. Conditions Precedent. This First Amendment is subject to and the obligations of the Parties are expressly conditioned on the following (the "Conditions Precedent"): (i) the Parties' execution of the Project Funding Agreement by and between the Parties dated approximate date herewith; (ii) the Parties' execution of the First Amendment to Incentive Agreement dated approximate date herewith; (iii) the Parties' execution of a Tax Abatement Agreement dated within approximately thirty to forty-five days after the date hereof; (iv) the Parties' execution of that certain Chapter 380 Economic Development Agreement by and between the Parties for Use Tax Sharing dated approximate date herewith; and (v) the Parties' execution of the First Amendment to the Development Agreement by and between the Parties dated approximate date herewith; 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.

(signature pages to follow)

EXECUTED on this 14 day of July, 2022.

CITY OF TAYLOR, TEXAS

By: 
Brandt Rydell, Mayor

APPROVED AS TO FORM:

By: 
Ted Hejl, City Attorney

EXECUTED on this 15th day of JULY, 2022.

SAMSUNG AUSTIN SEMICONDUCTOR, LLC,

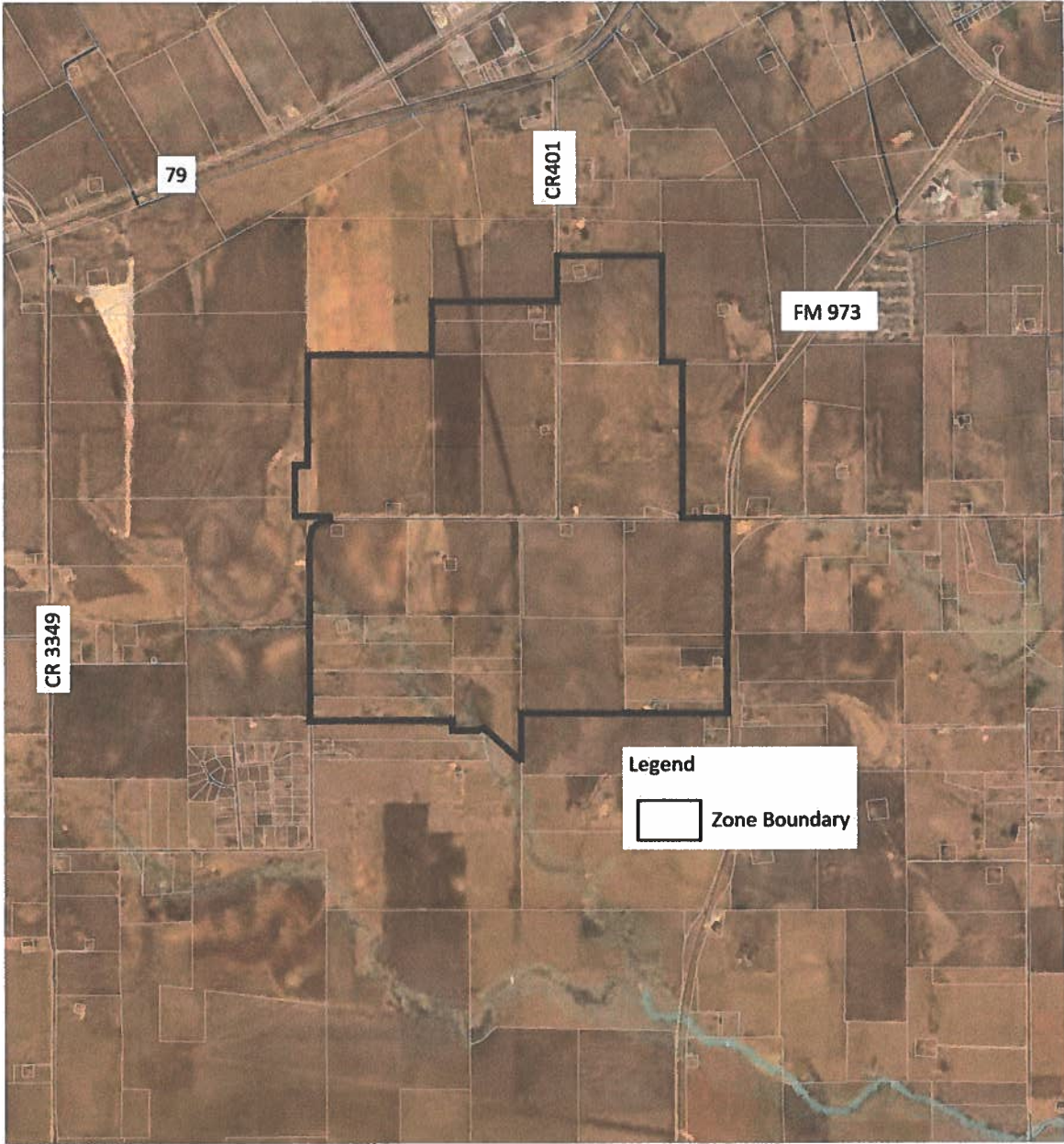
By: 
Name: SANGKI BAE
Title: CHIEF FINANCIAL OFFICER

EXHIBIT "A"
Description of 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.

Property ID	WCAD Legal Description
R019703	AW0634 TYLER, G.N. SUR.
R331121	AW0923 - EBBERLY, J. SUR.
R331122	AW0923 - EBBERLY, J. SUR.
R331120	AW0923 - EBBERLY, J. SUR.
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.



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 Eberly 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 Partnership in Document No. 2005011334, Official Public Records of Williamson County, Texas, for the most western northwestern corner of the herein described tract;

THENCE, with the northern line of said 164.63 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

Page 3 of 3



Exhibit B

Concept Plan of Initial Improvements

