

## **CITY OF TAYLOR, TEXAS DEVELOPMENT AGREEMENT**

This **Development Agreement** (the “**Agreement**”) is entered into as of the Effective Date between the **City of Taylor**, a Texas home-rule municipality (the “**City**”), and **Samsung Austin Semiconductor, LLC**, a Delaware limited liability company (the “**Company**”), pursuant to the authority granted to the City by its powers as a home rule municipal corporation and the general laws of the State of Texas, including Section 212.172 of the Texas Local Government Code.

### **RECITALS**

**WHEREAS**, the Company owns a portion of or is under contract to purchase a portion of the real property in Williamson County, Texas, and contiguous to the City’s corporate limits, as described in the depiction and descriptions included in **Exhibit A** (the “**Land**”) and is considering a significant investment on the Land; and

**WHEREAS**, the Company has selected the City and the Land as the location for the Project; and

**WHEREAS**, the Company has represented to the City that the Initial Project will include at least six million (6,000,000) square feet of new buildings to be constructed on the Land; and

**WHEREAS**, the City finds that the development of the Project on the Land will attract additional businesses, development, and investment in and adjacent to the City’s corporate limits, recognizes that development of the Project will likely serve as an economic stimulus to the area, resulting in significant job growth and increased tax revenue for the City, the County, and Taylor ISD, and is consistent with the policies and objectives of the City’s Comprehensive Plan, as amended from time to time; and

**WHEREAS**, as of the Effective Date, the vast majority of the Land is located either within the City’s extraterritorial jurisdiction or adjacent to the City’s extraterritorial jurisdiction (but outside the extraterritorial jurisdiction of any other municipality) such that the Company will have the ability to petition the City to annex such portion of the Land into the City’s extraterritorial jurisdiction; and

**WHEREAS**, this Agreement is entered into pursuant to § 212.172 of the Texas Local Government Code, which allows the City to enter into contracts affecting land in the City’s extraterritorial jurisdiction; and

**WHEREAS**, the City and the Company desire to enter into this Agreement establishing a structure for development of the Project, as well as regulations that will govern such development; and

**WHEREAS**, the City has authorized its Mayor to enter into this Agreement with the Company on behalf of the City in recognition of the positive economic benefits to the City through development of the Project on the Land.

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

## **I. INTERPRETATION, FINDINGS, AND RECITALS**

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

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

## **II. DEFINITIONS**

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

“**Agreement**” means this Development Agreement by and among the City and the Company, including any and all exhibits attached to this Agreement, which are incorporated by reference and expressly made part of this Agreement as if copied verbatim, and inclusive of any amendments or addenda to this Agreement as may be entered between the Parties from time to time.

“**Annexation**” shall mean the voluntary annexation of the Land into the City’s corporate limits in accordance with applicable provisions of Chapter 43 of the Texas Local Government Code, as amended.

“**Applicable Amendments**” means amendments to the Code of Ordinances after the Effective Date relating to (i) Construction Codes, (ii) regulations to prevent imminent destruction of property or injury to persons from flooding that are effective only within a flood plain established by a federal flood control program and enacted to prevent the flooding of buildings intended for public occupancy construction standards for public works located on public lands or easements; and (iv) construction standards for public works located on public lands or easements.

“**Average Daily Water Demand**” or “**ADD**” means the total volume of water provided to the Project, as measured by one or multiple water meters, within a calendar year divided by the number of days in the calendar year, either three-hundred sixty-five (365) or three-hundred sixty-six (366), provided that for any partial calendar year the exact number of applicable calendar days are used. ADD is expressed in MGD.

**“Average Daily Wastewater Flows”** or **“ADF”** means the arithmetic average of all total twenty-four (24)-hour wastewater volumes to be generated by the Project within a period of one (1) calendar month, measured in MGD.

**“Business Day”** means any day other than a Saturday, a Sunday, a federally observed national holiday, the Friday after Thanksgiving Day, and December 24<sup>th</sup>.

**“Charter”** means City’s City Charter adopted in accordance with Art. XI, Sec. 5 of the Texas Constitution.

**“City Council”** means the elected governing body of the City, as such term is defined in Article 7 of the City Charter.

**“City Development Costs”** shall have that same meaning assigned to that phrase in the Development Review Reimbursement Agreement.

**“City Incentive Agreements”** means one or more agreements entered between the Parties of approximate date herewith pursuant to Chapter 380 of the Texas Local Government Code and/or Chapters 311 and/or 312 of the Texas Tax Code, in which the City has agreed to provide certain economic incentives to the Company in exchange for annexation of the Land and constructing and operating the Project on the Land.

**“City Manager”** means the City’s city manager selected in accordance with Article 9 of the City Charter, which shall include such person as may from time to time be authorized to perform the duties of City Manager as Acting City Manager or Interim City Manager pursuant to Section 9.3 of the City Charter.

**“Code of Ordinances”** means the Taylor City Code (together with any uncodified ordinances, the Subdivision Ordinance and the Zoning Ordinance) as of the Effective Date and the Applicable Amendments thereto.

**“Company Affiliate”** shall mean any entity that is directly or indirectly controlled by or is under common control with the Company.

**“Conditions Precedent”** shall have that same meaning assigned to that phrase in the Development Review Reimbursement Agreement.

**“County”** means Williamson County, a political subdivision of the State of Texas.

**“Comprehensive Plan”** means the Comprehensive Plan adopted by the City Council, as amended from time to time.

**“Concept Plan”** means the plans required under Chapter 3.1 of the Subdivision Ordinance, and attached hereto as **Exhibit D**, and as amended from time to time.

**“Construction Codes”** means:

- (a) The 2021 edition of the following codes published by the International Code Congress:
  - (1) International Building Code;
  - (2) International Fire Code;
  - (3) International Mechanical Code;
  - (4) International Plumbing Code;
  - (5) International Fuel Gas Code; and
  - (6) International Energy Conservation Code, and
- (b) The 2020 Edition of the National Electrical Code as published by the National Fire Protection Association.

Notwithstanding the above to the contrary, “Construction Codes” shall mean the most recent edition of the uniform codes referenced above (if newer than the edition identified above) that are required by State law to be enforced with respect to the construction of buildings and structures within the City constructed on or after the date State law requires such uniform code(s) to be used.

**“Development Review Reimbursement Agreement”** means that certain agreement between the Company and the City providing the terms and conditions by which the Company agrees to reimburse (i) Development Review Costs to the City for providing Development Review Services and (ii) the City Development Costs.

**“Development Review Costs”** shall have the meaning assigned to that phrase in the Development Review Reimbursement Agreement.

**“Development Standards”** means the minimum standards governing the development and use of the Land pursuant to this Agreement as set forth in **Exhibit B**, attached hereto.

**“Effective Date”** means the date (i) this Agreement bears the signatures of authorized representatives of both Parties, whether on the same instrument or on duplicate counterparts and (ii) fee title to the last parcel of the Land has been conveyed to the Company.

**“Epcor”** means Epcor Utilities USA, Inc., a Delaware corporation, or an affiliated business entity controlled by or under common with Epcor.

**“Epcor Water Agreement”** means the agreement described in Section 7.08 below.

**“Epcor Wastewater Agreement”** means the agreement described in Section 8.09 below.

**“Execution Date”** means the date this Agreement bears the signatures of authorized representatives of both Parties, whether on the same instrument or on duplicate counterparts.

**“Final Plat”** means a final plat of the Land, or portion thereof, submitted and approved in accordance with Section 4.01(b) below and the Subdivision Ordinance, to the extent that it is not in conflict with Section 4.01(b) below.

**“Fire Access Road”** means the road described in Section 10.02(a) below and attached hereto as **Exhibit E**.

**“Improvements”** or **“Project”** means 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, 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 the Company with the City from time to time, in order to obtain building permit(s).

**“Initial Development Period”** means the period described in Section 4.01(b) below.

**“Initial Improvements”** or **“Initial Project”** means one or more improvements constructed on the Land 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 Plant and (ii) other buildings and ancillary facilities constructed on the Land supporting the operation of the first Plant that are developed and used for purposes authorized by the Development Standards, and (iii) such additional related improvements including, but not limited to, required parking, landscaping, and all other improvements constructed on the Land in accordance with the Development Standards, and which may be more fully described in the submittals filed by the Company with the City from time to time, in order to obtain building permit(s).

**“MGD”** means “million gallons per day.”

**“Parties”** means, collectively, the City and the Company.

**“Peak Daily Water Demand”** or **“PDD”** means the maximum rate of water provided to the Project, as measured by one or multiple water meters, expressed in MGD, over the twenty-four (24)-hour period of heaviest consumption.

**“Peak Daily Wastewater Flows”** or **“PDF”** means the largest volume of wastewater flow generated by the Project during a continuous twenty-four (24)-hour period, measured in MGD.

**“Perimeter Roadway Easements”** means the easements described in Section 10.02(c) and the locations of which are generally shown in **Exhibit F**, attached hereto.

**“Planning Director”** means the City’s Assistant City Manager/Director of Development Services, or designee, and such other person appointed from time to time by the City Manager to manage the City’s Development Services Department and its various divisions, including, but not limited to, the Planning Division and the Building Division.

**“Planning and Zoning Commission”** means the Planning and Zoning Commission of the City, as provided for in Chapter 21, Article 3 of the Code of Ordinances.

**“Preliminary Plat”** means a preliminary plat submitted in accordance with the Subdivision Ordinance, to the extent that it is not in conflict with Section 4.01(b) below.

**“Related Agreement”** shall mean any agreement (other than this Agreement) by and between the City and the Company and/or any Company Affiliate, including, but not limited to, the City Incentive Agreements and the Development Services Reimbursement Agreement.

**“Site Plan”** means a Site Plan application submitted in accordance with Section 4.01.

**“Subdivision Ordinance”** means the Subdivision Ordinance of the City of Taylor, Texas, codified as Appendix C of the Code of Ordinances, as of the Effective Date, and the Applicable Amendments.

**“TCEQ”** means the Texas Commission on Environmental Quality or its successor agency.

**“Thoroughfare Plan”** means the Thoroughfare Plan included in the Code of Ordinances as of the Effective Date.

**“Water Service Agreement”** means the agreement described in Section 7.05 below.

**“Wastewater Service Agreement”** means the agreement described in Section 8.06 below.

**“Zoning Ordinance”** means the Zoning Ordinance of the City of Taylor, Texas, codified as Appendix B of the Code of Ordinances, as of the Effective Date and the Applicable Amendments.

### **III. DEVELOPMENT STANDARDS**

**3.01 Applicable Regulations.** The Land will be developed in compliance with (a) the Development Standards, and (b) unless otherwise provided herein, the Code of Ordinances. In the event of an irreconcilable conflict between the Code of Ordinances and the Development Standards, the Development Standards shall control. Without limiting the generality of the foregoing, to the extent any state or federal regulation, rule, or statute related to air navigation (an “Air Navigation Regulation”), because of the proximity of the Land to Taylor Municipal Airport, hinders the Company’s ability to construct a building or structure on the Land to the height specifications authorized by the Development Standards, the City will use best efforts to address the issue to the reasonable satisfaction of the Company. Such efforts shall include reasonable

cooperation with the Texas Department of Transportation and the Federal Aviation Administration or other relevant agency or regulatory body. The Company shall be responsible for the preparation, submission, prosecution, and cost of any application and any studies applicable thereto to a state or federal regulator related to an Air Navigation Regulation required to be in the name of the Company or owner of the Land.

**3.02 Vesting of Rights and Continuation of Use.** The City acknowledges and agrees (i) the Company has vested authority to develop the Project in accordance with this Agreement, including the Development Standards, to the extent granted in Chapters 212 and 245 of Texas Local Government Code and (ii) pursuant to Texas Local Government Code § 43.002(a)(2), this Agreement is deemed to be an authorization required by law or a completed application for initial authorization for the use of the Land for development in accordance with the Development Standards such that the City may not, after annexing the Land, prohibit the Company from beginning and/or continuing to use the Land in a manner consistent with the Development Standards or this Agreement. For purposes of Chapter 245 of the Texas Local Government Code, this Agreement and the draft Concept Plan, attached hereto as **Exhibit D**, is the “first permit” in the series. Land added to the Project by the Company pursuant to Article XIII of this Agreement shall be deemed to have been part of the Land and the Project as of the Effective Date, and the City agrees that the terms of this Agreement shall fully govern and determine all aspects of the Company’s entitlements with respect to the Land.

#### **IV. ADMINISTRATIVE APPROVAL PROCESS**

**4.01 Initial Project Approval Procedures.** Development of the Initial Project must comply with the following approval process:

- (a) **Concept Plan.** The City acknowledges and agrees that it has been provided with a Concept Plan, attached hereto as **Exhibit D**, and that, prior to the Effective Date, the Company met with the City Manager or his designee to discuss the “concept” of the Initial Project, as required by Section 3.1 of the Subdivision Ordinance. The Concept Plan generally shows the original layout for the Initial Project on the Land. The Company reserves the right to amend the Concept Plan at the Company’s sole discretion, so long as it complies with the Development Standards and this Agreement; provided, however, the Company agrees to pay or reimburse the City for reasonable costs to be incurred by the City relating to changes in the design or the location of any public improvements for which the City is obligated to design and/or construct pursuant to this Agreement, including, but not limited to, costs of relocating and/or reconstructing any such public improvements for which construction has commenced and costs for acquiring any additional interests in real property necessary for such relocated improvement, that, because of the changes in the Concept Plan made by the Company pursuant to this Section 4.01(a), are reasonably necessary in order to comply with the City’s provision of water and wastewater services and access to the Land.
- (b) **Platting.** Pursuant to Texas Local Government Code Sections 212.004, 212.0045, and 212.172, the City exempts the Land from the filing of any Preliminary or Final

Plat application until the expiration of twelve (12) months from the Effective Date (the “Initial Development Period”). To the extent any recordation typically associated with the platting process in the Code of Ordinances is required, during the Initial Development Period, the City shall accept separately recordable documents during the Site Plan and Building Permit process described in Section 4.01(c), below. After the conclusion of the Initial Development Period, the applicable provisions of the Code of Ordinances and Subdivision Ordinance shall apply with respect to prosecuting, approving, and recording applications for Final Plats of the Land or portions thereof. No new Concept Plan or Preliminary Plat will be required at any point for the Initial Project as long as the Concept Plan and initial Final Plat of the Land include within their scope the entirety of the Land and no further subdivision of the Land occurs after approval of the initial Final Plat of the Land.

- (c) Site Development Plan, Building Permit, or Other Permit. For so long as the Development Review Reimbursement Agreement remains in full force and effect, each Site Development Plan, Building Permit, and any permit required for site development work (“Other Permit”) must conform to the Development Standards, all other terms of this Agreement, and applicable provisions of the Code of Ordinances. Not later than ten (10) business days after receipt of an application for a Site Development Plan, Building Permit, or Other Permit (each a “Permit Application”), the Planning Director shall determine if that Permit Application is complete and notify the Company in writing of the decision regarding completeness (a “Completeness Notice”). An application for a Permit Application shall be deemed complete if the Planning Director fails to deliver to the Company a Completeness Notice within such ten (10) business day period. Not later than ten (10) business days after issuance of the Completeness Notice, the Planning Director shall determine if a Permit Application conforms to the Development Standards and are consistent with all terms of this Agreement and relevant provisions of the Code of Ordinances. If the Planning Director determines that a Permit Application conforms to the Development Standards, this Agreement, and relevant provisions of the Code of Ordinances, the Permit Application must be approved by the Planning Director. An application for a Permit Application shall be deemed as conforming to the Development Standards and consistent with all terms of this Agreement and relevant provisions of the Code of Ordinances if the Planning Director fails to respond within such ten (10) business day period. If the Planning Director determines that a Permit Application does not conform to the Development Standards, is inconsistent with the terms of this Agreement, or does not comply with a relevant provision of the Code of Ordinances, the Planning Director will deliver written notice to the Company representative identified on the Permit Application as the person or entity to whom replies regarding the Permit Application are to be sent, specifying each item that does not conform (each a “Noncompliance Notice”). The Planning Director shall consider the Company’s resubmission of a Permit Application in response to a Noncompliance Notice not later than five (5) business days after receipt of the revised Permit Application. A resubmission of a Permit Application in response to a Noncompliance Notice shall

be deemed as conforming to the Development Standards and consistent with all terms of this Agreement and relevant provisions of the Code of Ordinances if the Planning Director fails to respond within such five (5) business day period. The foregoing procedures shall continue until the Permit Application fully complies with the Development Standards, this Agreement, and the relevant provisions of the Code of Ordinances and the Site Development Plan is approved or Building Permit or Other Permit is issued, as applicable. The City agrees that it will not provide further comment to the extent that any comment has previously been addressed to the City's reasonable satisfaction in a prior review; provided, however, comments on new non-conformities relating to or arising from changes made to a resubmission of a Permit Application shall not constitute comments on matters previously addressed.

- (d) **Rejected Permit Application.** The Company shall have the right to appeal to the City Manager any rejection of a Permit Application by the Planning Director not later than ten (10) business days after receipt of the Noncompliance Notice from the Planning Director. The decision of the Planning Director shall become final if the Company fails to appeal the Planning Director's decision before the end of said ten (10) day period. In case of an appeal to the City Manager, the decision of the City Manager shall be final.
- (e) **Variances and Waivers.**
  - (1) The Planning and Zoning Commission shall have authority to grant variances to the Subdivision Ordinance relating to the approval of a Final Plat to the extent authorized by Section 3.6 of the Subdivision Ordinance;
  - (2) The City's Zoning Board of Adjustment shall be authorized to grant special exceptions and variances from the Development Standards in accordance with Section 7.4 of the Zoning Ordinance. The Zoning Board of Adjustment shall hear the Company's application for a special exception or variance not later than ten (20) days after receipt of such application, whether or not it is required to call a special session;
  - (3) The Planning Director shall be authorized to approve alternative materials design, and method of construction and equipment ("AMOC") in accordance with Section 5.01(c).
- (f) **Interim Work Permitted.** Notwithstanding any other provision of this Agreement, the City shall allow the Company to (i) demolish building and structures, (ii) construct temporary jobsite trailers, (iii) remove abandoned utilities on the Land, and (iv) begin site preparation work, including any and all clearing, grading, and excavation for utilities and roadways on the Land before receiving any permit required by the Code of Ordinances or this Agreement.

**4.02 Project Plan Nondisclosure; Public Information Act Requests.** Prior to their submission to the City, the Company and/or its contractors shall stamp or mark all engineering and architectural plans relating to the Project (the “Project Plans”) that the Company desires to withhold from public disclosure as “confidential and proprietary” in a color and font size easily readable by a person reviewing such plans. Except as otherwise required by law, the City agrees to use best efforts, and to require the City’s employees and contractors who may have possession of the Project Plans to use their best efforts, to prevent disclosure of the Project Plans to any person not otherwise to have access to or responsible for reviewing the Project Plans.

## **V. PRIORITIZED REVIEW**

**5.01 City Obligations.** This Section 5.01 will only be applicable to the development and construction of the Initial Project and only for so long as the Development Review Reimbursement Agreement remains in full force and effect.

- (a) The City will ensure that the Company is given priority for all Site Development Plan, Building Plan, or any other required City permit review and approval, including any amendments thereto, and on-site inspection services in accordance with Section 4.01 and this Section 5.01. In order to facilitate the City’s review times of Permit Applications associated with this Agreement and to allow the City to more efficiently marshal and allocate resources in relation to the anticipated work load, the Company will make a reasonable effort to regularly provide the City a general schedule of when Permit Applications are expected to be delivered and the number and scope of work covered by such Permit Applications; provided, however, failure to provide such schedule is not default under this Agreement.
- (b) The City Manager will develop a unique project specific approach to the plan review and inspection of the Initial Project, to be approved by the Company, which approval shall not be unreasonably withheld or delayed, to implement the application review and approval process in Section 4.01, above, and inspection services for the Initial Project which includes the following:
  - (1) Commit dedicated plan review staff, including, but not limited to, a dedicated single point of contact, hazardous materials engineer, Building, Plumbing, Mechanical, Electrical, Structural, and all other related departments;
  - (2) Provide turn-around time for inspections of not more than two (2) business days from time receipt of request by the City.
- (c) AMOCs.
  - (1) As early as possible at the outset of the Project, the Company will meet with the Development Services Department, or successor department, and

associated partner department plan review team to identify AMOCs to be requested, including AMOCs involving any hazardous materials.

- (2) AMOCs, including AMOCs involving any hazardous materials, shall be reviewed and approved by City Staff in the context of the current Construction Codes, and the Company shall make efforts to document and request AMOCs prior to starting detailed design. The City agrees that granting of AMOCs shall not be unreasonably denied.

**5.02 Development Review Reimbursement Agreement.** The Company acknowledges and understands the City's ability to comply with the provisions of Section 5.01 is dependent on the City obtaining and paying for the personnel and material resources to timely perform the tasks set forth in Section 5.01 pursuant to the Development Review Reimbursement Agreement and further acknowledges and agrees that the City's obligations set forth in Section 5.01 is subject to the Company's compliance with the Development Review Reimbursement Agreement and the Development Review Reimbursement Agreement remaining in full force and effect. Any third-party reviewer shall be required to execute a nondisclosure agreement in a form reasonably acceptable to the Company.

**5.03 Additional Reviews.** The Company will meet with the Development Services Department, or successor department, and associated partner department plan review team as early as possible to:

- (a) Determine the phasing of the Project for review and inspections; and
- (b) Provide a hazardous materials inventory statement, including density tables.

## **VI. ANNUAL PERMIT**

Subject to the provisions of this Article VI, the City agrees to allow the Company to complete alterations, maintenance and repairs to any already approved installation without having to pull individual building permits (the "Annual Permit").

**6.01 Company Responsibilities.** The Company shall be responsible for all work that is performed under the Annual Permit for mechanical, electrical and plumbing, and will inspect the work performed to ensure compliance with the applicable Construction Code- and associated City of Taylor local amendments. For work covered by this Section 6.01, the Company will implement an internal inspection request, complete the internal inspection, and generate an "Internal Inspection Report" within forty-eight (48) hours of task completion. Such Internal Inspection Report shall include:

- (i) Company Responsible Official
- (ii) Facility Information
- (iii) Contractor Information
- (iv) Work Order Number
- (v) Description of Work

- (vi) Justification for work under Annual Permit
- (vii) Date of installation
- (viii) Name(s) of installers
- (ix) Date of inspection
- (x) Name of inspector

Work must be performed and inspected by professionals licensed to such undertake work in accordance with State law. The completed Internal Inspection Reports shall be aggregated and submitted to the City of Taylor before the first (1<sup>st</sup>) day of the first month of each calendar quarter (January, April, July, October).

**6.02 City of Taylor Responsibilities.** The City's Building Official, Planning Director, or designee shall issue an Annual Permit not later than ten (10) days after receipt of application throughout the term of this Agreement. The City retains the right to periodically perform on-site inspections of work covered under this Article VI.

**6.03 Annual Permit Renewal.** The Company shall submit for Annual Permit renewal prior to January 1 of each year.

**6.04 Scopes of Work Covered by Annual Permit.** Work performed under an Annual Permit is limited to the following

6.04.1 Building work that:

- (i) Does not alter a bearing wall or other structural elements
- (ii) Does not require a change to an exit system
- (iii) Does not alter fire-resistive construction
- (iv) Is performed on or in a structure with a certificate of occupancy that is consistent with the existing occupancy
- (v) Includes core-hole penetration
- (vi) Does not alter natural gas piping or medical gas piping systems
- (vii) Does not alter hazardous production material (HPM) supply or waste piping in areas of the building not currently classified as an H occupancy
- (viii) Does not remove, relocate, replace, or install a backflow prevention device
- (ix) Does not increase the existing square footage of the facility
- (x) Otherwise complies with all other applicable provisions of this title
- (xi) Is performed by licensed contractors as required by the Plumbing Code, Electrical Code or Mechanical Code.

6.04.2 Electrical work that:

- (i) Repairs, modifies or installs equipment or branch circuits

- (ii) Does not involve sub-panels, panels, electrical service or other similar work that requires a permit in Section 80.19 of the Electrical Code
- (iii) Is performed by an electrical contractor employee with the proper license classification or a licensed master electrical employed by the facility
- (iv) Is performed consistent with Section 80.40 (Supervision) of the Electric Code.

6.04.3 Mechanical work that involves:

- (i) Replacement, modification or relocation of existing ductwork, fan coil units, VAV boxes, volume dampers, environmental make-up air systems and related equipment
- (ii) Installation and modification of existing hazardous production material (HPM) supply systems, HPM drain systems and HPM exhaust systems in H occupancy areas, as defined in the Building Code, and in exterior areas to accommodate the installation or relocation of equipment.

6.04.4 Plumbing work that involves installation, repair and replacement of fixtures, traps, shut-off valves, water distribution piping, drains, building waste piping, vent stacks and water heaters with a capacity of 100 gallons or less and a rating of 75,000 BTU or less, provided the work does not require approval of the Williamson County Health Department, the City of Taylor, or the Texas Department of Licensing and Regulation.

## VII. WATER

**7.01 Interim Water Delivery Schedule**. The City shall deliver treated potable water to the Land in the quantities and in accordance with the timelines set forth in Table 7.1 below.

**Table 7.1 Interim Water Delivery Schedule (MGD)**

Year	2023					2024				2025
	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
PDD (in MGD)	0.08	0.38	0.76	1.54	3.08	4.63	2.57	0.61	0.61	0.61
ADD (in MGD)	0.06	0.26	0.52	1.07	2.15	3.22	1.95	0.61	0.61	0.61

**7.02 Long Term Water Delivery Schedule**. The City shall deliver treated potable water to the Land in the quantities and in accordance with the timelines set forth in Table 7.2 below.

**Table 7.2 Long Term Water Delivery Schedule (MGD)**

Year	2025			2026			
	Q2	Q3	Q4	Q1	Q2	Q3	Q4
PDD (in MGD)	0.67	0.74	0.87	0.87	0.87	0.87	0.87
ADD (in MGD)	0.67	0.74	0.87	0.87	0.87	0.87	0.87

The quarterly water quantities delivered to the Project in 2026 shall remain valid through the term of the Agreement.

**7.03 Water Quality.** The water provided by the City to the Project shall comply with the water quality standards described in Title 30 Texas Administrative Code (30 TAC), Chapter 290 – PUBLIC DRINKING WATER.

**7.04 Delivery Points.** The City shall deliver the water quantities and qualities specified in Sections 7.01 through 7.03 at, or within a commercially reasonable distance from, the Land's northern boundary with County Road 401. The City may propose an alternative location, which the Company may approve, at its sole and absolute discretion.

**7.05 City Water Pricing.** The City shall provide the water quantities and qualities specified herein at prices to be agreed upon in the Water Service Agreement.

**7.06 Water Delivery and Water Line Easement.** At its sole cost and expense, the City shall design, construct, and maintain water lines and offsite facilities servicing the Land so that it can meet the requirements stated in this Section. The Company shall convey at no cost to the City through dedication by plat or execution of a separate recordable instrument in a form reasonably acceptable to the Parties, one or more perpetual easements for the purposes of constructing, operating, maintaining, repairing, and replacing the water lines (the “Water Line Easements”) at designated locations at the Land proposed by the Company, such locations being subject to the City’s approval, which approval shall not be unreasonably withheld. The locations of the Water Line Easements and any temporary construction areas shall be based on various factors, including, but not limited to, (i) alignment of connection points to existing water lines, (ii) the proximity to the Land’s perimeter, which shall be as close as reasonably possible, and (iii) the Company’s desire to retain its privacy and protect its trade secrets. The Water Line Easements shall include licenses allowing for temporary use of a reasonable portion of the Land during construction or repair of the water line. The Water Line Easement shall contain a reverter in favor of the Company providing that if the land is used for any purpose other than constructing, operating, maintaining, repairing, and replacing a water line, the Water Line Easement shall be extinguished, and fee simple ownership of the land shall automatically revert to the Company. The Water Line Easement shall include a provision allowing the Company to relocate the Water Line Easement and the improvements located in the Water Line Easement at the Company’s reasonable discretion and cost to accommodate the construction or expansion of the Project following delivery of reasonable notice to the City.

**7.07 Offsite Water Line Easements.** The City shall be responsible, at the City's costs, for acquiring easements located outside of the Land (the "Offsite Water Line Easements") determined by the City as being necessary for the extension of the water lines required to deliver the quantities of water specified in Tables 7.1 and 7.2. The City's cost for acquiring the Offsite Water Line Easements may be factored into the establishment of water rates charged by the City to the Company pursuant to the Water Service Agreement.

**7.08 Industrial Water Demands.** Pursuant to a separate agreement with Epcor (the "Epcor Water Agreement"), the Company will be provided with its industrial water demands according to the pricing and terms of the Epcor Water Agreement.

**7.09 Backup Continuation Provision.** If Epcor is delayed in its provision of water to the Company at the expected demands pursuant to the Epcor Water Agreement, the City agrees to use its best efforts to continue to supply water to the Company at the necessary demand level until the Epcor failure is remedied.

**7.10 Water CCN Transfer.** The Company agrees to provide a request for service and inclusion into the City's Water Certificate of Convenience and Necessity ("Water CCN"). To the extent necessary, the City shall submit to the Manville Water Supply Corporation and/or the Jonah Water Special Utility District a request for a transfer agreement resulting in the transfer to the City's Water CCN of those portions of the CCN for water service held by the Manville Water Supply Corporation and/or the Jonah Water Special Utility District within the Land such that the provisions of this Agreement may be realized. If the Company elects to petition for disannexation from the foregoing water CCN's, to the extent such petition(s) is/are granted, the City shall not be required submit any request for a transfer agreement. The City shall also submit any required applications to the Public Utility Commission of Texas ("PUC") and use its best efforts such that all required permits are issued to, and CCN's or portions thereof transferred to, the City so that the water delivery schedules provided herein can be achieved.

**7.11 Drought Regulations.** To the extent drought requirements are imposed on the City by the Brazos River Authority ("BRA") and specified in the Region G Regional Water Plan, the City will use best efforts to limit their impact on the Project.

**7.12 Water Customer Obligation.** Notwithstanding any other provision of this Agreement, the Company is obligated to use eighty (80%) of the Average Daily Flow per quarter. To the extent this minimum usage obligation is not met, the City may charge, and the Company agrees to pay the City for the rates required in the Water Service Agreement.

**7.13 Compliance Deadlines; Extension.** The City acknowledges and agrees that the City is required to comply with the deadlines of Tables 7.1 and 7.2 by the first day of each referenced Quarter. The Company acknowledges and agrees that in order for the City to comply with the foregoing deadlines, the Company shall be obligated from and after the Execution Date to reimburse the City for City Development Costs to the extent required by the Development Review Reimbursement Agreement. The Parties further acknowledge and agree that the Company will only have liability for City Development Cost to the extent provided in the Development Review Reimbursement Agreement.

**7.14 Delays Based on Execution Date or Notice to Proceed.** Notwithstanding anything to the contrary herein, the delivery deadlines set forth in Tables 7.1 and 7.2 shall be extended by one (1) day for each day between September 8, 2021 and the date the Company delivers to the City a written notice to proceed to commence the work reasonable and necessary to design and construct the facilities required for City to provide the quantities and quality of water set forth in this Article VII. The Parties shall reasonably cooperate to minimize or eliminate any such delay.

## VIII. WASTEWATER

**8.01 Interim Wastewater Capacity Delivery Schedule.** The City agrees to deliver wastewater capacity to the Land in the quantities and within the time set forth in Table 8.1 below.

**Table 8.1 Interim Wastewater Capacity Delivery Schedule (MGD)**

Year	2022	2023				2024				2025
Component	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
PDF (in MGD)	0.02	0.27	0.54	1.13	2.26	3.39	0.82	0.82	0.68	0.68
ADF (in MGD)	0.01	0.24	0.48	0.98	1.97	2.95	0.31	0.31	0.26	0.26

**8.02 Long Term Wastewater Capacity Delivery Schedule.** The City shall deliver wastewater capacity to the Land in the time and quantities as set forth in Table 8.2 below.

**Table 8.2 Long Term Wastewater Capacity Delivery Schedule (MGD)**

Year	2025			2026			
Component	Q2	Q3	Q4	Q1	Q2	Q3	Q4
PDF (in MGD)	0.89	0.97	0.98	0.98	1.17	1.17	0.98
ADF (in MGD)	0.35	0.38	0.37	0.37	0.45	0.45	0.37

The quarterly wastewater capacities delivered to the Project in 2026 shall remain valid through the term of the Agreement.

**8.03 Wastewater Quality.** The City agrees to accept only industrial effluent included in the Interim Wastewater Capacity delivered under Table 8.1 and Long Term Wastewater Capacity delivered under Table 8.2 that complies with the standards set forth in the Code of Ordinances, Chapter 29 Art. III, Division 2 and subject to a concentration of Ammonia/TKN not exceeding 50 mg/l, Hydrogen Peroxide (H<sub>2</sub>O<sub>2</sub>) not exceeding 30 mg/l, Chloride not exceeding 200 mg/l, Sulfate not exceeding 150 mg/l, Total Dissolved Solids not exceeding 800 mg/l, a maximum temperature of 91 degrees Fahrenheit, and a pH in the range of 6.5 to 9.0. The City agrees to accept non-industrial wastewater that meets existing City standards for wastewater effluent without any pretreatment from the Company. Notwithstanding the foregoing, the City's ability to accept industrial wastewater of any particular quality shall be subject to and limited by the standards set

forth in any permits issued by the TCEQ relating to the operation of the City's Mustang Creek Wastewater Treatment Plant.

**8.04 TCEQ Permitting.** The Company acknowledges that the City's ability to accept wastewater of the quantity required beginning in Q1 2024 and afterwards shall be subject to and limited by its ability to receive required TCEQ approvals, which the City will use its best efforts to obtain.

**8.05 Wastewater Capacity Take Point.** The City shall deliver the wastewater conveyance capacities and qualities specified in Sections 8.01 through 8.03 at a single location. The City will propose the single location, subject to the Company's approval, which shall not be unreasonably withheld or delayed, which shall take into consideration construction costs, the Company's security concerns, topography, distance from the City's Mustang Creek Wastewater Treatment Plant, and the proposed location of the Company's buildings on the Land.

**8.06 Pricing.** The City shall provide the wastewater quantities and qualities specified herein at prices to be agreed upon by the Parties in the "Wastewater Service Agreement". The City's costs for acquiring temporary facilities and obtaining any required permits from the TCEQ necessary to comply with the requirements of 1Q 2024 pursuant to Table 8.1 shall be shown as a rate surcharge in the Wastewater Service Agreement to be paid by the Company.

**8.07 Wastewater Conveyance Easement.** At its sole cost and expense, the City shall design, construct, operate, and maintain, or caused to be designed, constructed, operated, and maintained, one or more wastewater lines and offsite facilities (collectively, the "Wastewater Lines") servicing the Land so that the City can comply with the requirements stated in Sections 8.01 and 8.02. The Company shall convey through dedication by plat or execution of a separate recordable instrument in a form reasonably acceptable to the Parties one or more perpetual easements for the purpose of constructing, operating, maintaining, repairing, and replacing the wastewater lines (the "Wastewater Line Easements") at designated locations at the Land proposed by the Company, which locations shall be subject to the City's approval, which shall not be unreasonably withheld. The locations of the Wastewater Line Easements and any temporary construction areas shall be based on various factors, including, but not limited to, (i) alignment of connection points to existing sanitary sewer lines, (ii) proximity to the Land's perimeter, which shall be as close as reasonably possible, and (iii) the Company's desire to retain its privacy and protect its trade secrets. The Wastewater Line Easements shall include licenses allowing for temporary use of a reasonable portion of the Land during construction or repair of the Wastewater Lines. The Wastewater Line Easements shall contain a reverter in favor of the Company providing that if the land is used for any purpose other than constructing, operating, maintaining, repairing, and replacing the Wastewater Lines, the Wastewater Line Easement shall be extinguished, and fee simple ownership of the land shall automatically revert to the Company. The Wastewater Line Easement shall include a provision allowing the Company to relocate the Wastewater Line Easement and the improvements located is said Wastewater Line Easement at the Company's reasonable discretion and cost to accommodate the construction or expansion of the Project following delivery of reasonable notice to the City.

**8.08 Offsite Easements.** The City shall be responsible, at the City's sole costs, for acquiring easements located outside of the Land (the "Offsite Sewer Line Easements") determined by the City as being necessary for the extension of the Wastewater Lines required to deliver the wastewater conveyance specified in Tables 8.1 and 8.2. The City's cost for acquiring the Offsite Sewer Line Easements may be factored into the establishment of rates charged by the City to the Company pursuant to the Wastewater Service Agreement.

**8.09 Industrial Wastewater Demands.** Pursuant to a separate agreement with Epcor (the "Epcor Wastewater Agreement"), the Company will be provided with conveyance for its industrial wastewater demands according to the pricing and terms of the Epcor Wastewater Agreement.

**8.10 Backup Continuation Provision.** In the event Epcor is delayed in its provision of wastewater conveyance capacity to the Company at the expected demands, the City will agree to use its best efforts to continue to supply wastewater conveyance capacity to the Company at an ADF of 2.95 MGD until Epcor commences accepting the Company's industrial wastewater pursuant to the Epcor Wastewater Agreement.

**8.11 Wastewater CCN.** The Company agrees to provide a request for service and inclusion into the City's Wastewater Certificate of Convenience and Necessity ("Wastewater CCN"). To the extent necessary, the City shall submit a request for a transfer agreement to the holder of any wastewater CCN in which the Land is located resulting in the transfer to the City of those portions of the CCN for wastewater service held by such third parties such that the provisions of this Agreement may be realized. If the Company elects to petition for disannexation from the foregoing water CCN's, to the extent such petition(s) is/are granted, the City shall not be required submit any request for a transfer agreement. The City shall also submit any required applications to the Texas Commission on Environmental Quality ("TCEQ") and to use its best efforts such that all required permits are issued to, and CCN's or portions thereof transferred to, the City so that the wastewater capacity delivery schedules provided herein can be achieved.

**8.12 Wastewater Customer Obligation.** Notwithstanding any other provision of this Agreement, the Company is obligated to use eighty (80%) of the Average Daily Flow per quarter. To the extent this minimum usage obligation is not met, the City may charge, and the Company agrees to pay the City for the rates required in the Wastewater Service Agreement.

**8.13 Compliance Deadlines; Extension.** The City acknowledges and agrees that the City is required to comply with the deadlines of Tables 8.1 and 8.2 by the first day of each referenced Quarter. The Company acknowledges and agrees that in order for the City to comply with the foregoing deadlines, the Company shall be obligated from and after the Execution Date to reimburse the City for City Development Costs to the extent required by the Development Review Reimbursement Agreement. The Parties further acknowledge and agree that the Company will only have liability for City Development Cost to the extent provided in the Development Review Reimbursement Agreement.

**8.14 Delays Based on Execution Date or Notice to Proceed.** Notwithstanding anything to the contrary herein, the delivery deadlines set forth in Tables 8.1 and 8.2 shall be extended by one (1)

day for each day between September 8, 2021 and the date the Company delivers to the City a written notice to proceed to commence the work reasonable and necessary to design and construct the facilities required for City to provide the quantities and quality of water set forth in this Article VIII. The Parties agree to reasonably cooperate to minimize or eliminate any such delay.

## IX. ENERGY

The Parties acknowledge the City does not own or operate an electric or natural gas utility and that the Company shall be responsible for obtaining its electric energy and natural gas needs through agreements with third party providers.

## X. TRANSPORTATION

**10.01 Roads.** The Parties acknowledge that the Company has or intends to negotiate an agreement with the County regarding, among other things, providing roadway access to the Land.

**10.02 Traffic and Roadway Impacts.** Notwithstanding anything to the contrary in the Code of Ordinances, the Company's sole responsibility with respect to traffic improvements and mitigation, and the only requirements applicable to applications for the Project with respect to traffic improvements and mitigation, shall be as set forth in this Section 10.02 and the Development Standards.

(a) **Fire Access Road.** Not later than the earlier of the fifth (5<sup>th</sup>) anniversary of the Effective Date and the date such access is otherwise required by law, the City, at the City's sole cost and expense, shall design, construct, and maintain a road to the Land at the general location shown on **Exhibit E** ("**Fire Access Road**"), attached hereto, that qualifies under applicable standards as a secondary fire access. The Company will be solely responsible for constructing all fire lanes or any extension into the Land of the Fire Access Road on the interior of the Land as required to comply with the City's Fire Code or other applicable provisions of the Code of Ordinances. The City shall not be required to construct the Fire Access Road if by the date that completion of the Fire Access Road would otherwise be required, other public or private access to the Land that complies with the City's requirements for a secondary fire access to the Land has already been constructed.

(b) **Thoroughfare Plan Amendment.** The City agrees to amend the Thoroughfare Plan and Thoroughfare Plan map to remove and/or modify the location of public roads shown on the Thoroughfare Plan and Thoroughfare Plan map such that they are not routed through the Land.

(c) **Perimeter Roadway Easements.** The Company shall convey to the City, at no cost to the City, one or more public street and general utility easements to be dedicated and used for the purposes of constructing, operating, maintaining, and repairing, public streets and utilities around the perimeter of the Land (the "**Perimeter Roadway Easements**"), at locations generally designated in **Exhibit F**, the exact locations and widths to be determined by the City at the time of actual design for the public streets and related improvements to be constructed within the Perimeter Roadway Easements, such locations and widths to be subject to the Company's approval, which shall not be unreasonably withheld or delayed; provided, however, the width of the Perimeter Road

Easements to be conveyed by the Company shall not be required to exceed the lesser of (i) one-half of the right of way required to construct the full width of the roadway based on the City's classification of the road (e.g. collector, arterial, etc.) to be constructed at the location of such easement, and (ii) sixty-five feet (65.0'). The Perimeter Roadway Easements will include licenses allowing for temporary use of the Land during the construction of such perimeter roadways, and such easements shall be subject to pre-existing access easements as long as such pre-existing access easements do not impede the use of the Perimeter Roadway Easements for their intended purpose and such pre-existing access easements expire upon the construction of the public streets within the Perimeter Roadway Easements. The locations of the Perimeter Roadway Easements and temporary construction areas shall be based on various factors, including but not limited to (i) transportation industry standards, and (ii) the Company's desire to retain its privacy and protect its trade secrets for operations located on the Land. The Perimeter Roadway Easements granted to the City shall contain a reverter in favor of the Company providing that if the easement is used for any purpose other than the purpose for which the Perimeter Roadway Easements are granted, the Perimeter Roadway Easements shall be extinguished and fee simple ownership of the land shall automatically revert the Company. The Perimeter Roadway Easement shall include a provision allowing the Company at the Company's cost and upon reasonable notice to the City, to relocate the Perimeter Roadway Easement and the improvements constructed within the Perimeter Roadway Easement to accommodate the construction or expansion of the Project. The Perimeter Roadway Easements, Water Line Easements, and Wastewater Line Easements may overlap.

(d) County Easements. To the extent the City becomes a successor in interest to any County street deed, roadway easement, or public utility easement of any kind on the Land, the City agrees to abandon or release the City's interest in such property and, to the extent necessary or desired, allow the County to continue its work to relocate such infrastructure. The Company acknowledges and agrees that the City shall have no obligation to remove and/or relocate any roadway, drainage, or utility improvements located within any easement described in the prior sentence.

(e) TIA. The Company shall not be required by the City during the Initial Project (i) to conduct any traffic study or impact analysis, (ii) to construct any public roadways, or (iii) to contribute monies in connection with any roadways except as expressly provided herein. The Company and City acknowledge and agree that, following the completion of the Initial Project, any future major phases of development, including additional manufacturing plants, may require a traffic study and/or impact analysis. In such event, the City agrees to meet with the Company and the County to reach a collective solution for any future traffic improvements, but nothing herein shall be deemed to obligate the City to construct or pay for any additional traffic improvements.

## **XI. DRAINAGE/STORMWATER MANAGEMENT**

The Company is required to develop the Land in a manner that detains and/or retains on the Land developed surface water in accordance with the City's Drainage Criteria Manual.

## **XII. FLOODPLAIN.**

The Company will comply with requirements of the Code of Ordinances, if the Company elects to develop any portion of the Land that is located within a designated floodplain as shown on the most recent Flood Insurance Rate Map encompassing the Land.

## **XIII. ANNEXATION**

**13.01 Annexation.** Not later than ninety (90) days after the Effective Date, the Company will file with the City a Voluntary Petition and Municipal Services Agreement substantially in the form attached hereto as **Exhibit C** requesting annexation of the portion of the Land within the City's extraterritorial jurisdiction ("ETJ") into the City's corporate limits. The application shall be heard at the next regularly scheduled meeting of the City Council at which it is possible to meet the public notice and meeting requirements; provided, however, such petition shall not be heard earlier than the meeting at which the City Council will consider the Initial Zoning as provided in Section 13.02, below. To the extent that a portion of the Land is outside of the City's ETJ on the Effective Date, the Company will first petition for that portion of the Land to be added to the City's ETJ. Upon any portion of the Land initially located outside of the City's ETJ being added to the City's ETJ before the Voluntary Petition and Municipal Services Agreement is filed, the Company shall file with the City an updated voluntary petition for annexation to incorporate such additional portions of the Land.

**13.02 Zoning.** Concurrently with filing the Annexation Petition with the City, the Company shall submit to the City an application for the initial zoning of the Land (the "**Initial Zoning**"). The application for the Initial Zoning shall request the establishment of a Planned Development (PD) Zoning District with development and use regulations substantially the same as those set forth in the Development Standards. The application shall be heard at the next regularly scheduled Planning and Zoning Commission meeting at which it is possible to meet public notice and meeting requirements, and the City shall use its best efforts to process the application for the Initial Zoning, including conducting all legally required public hearings, pursuant to a schedule that results in the approval of the ordinance annexing the Land pursuant to the Annexation Petition concurrently with the ordinance adopting the Initial Zoning and so that the application will be heard. The City, by virtue of approval of this Agreement, inclusive of the Development Standards, represents it intends to approve an ordinance for the Initial Zoning consistent with the Development Standards; provided, however, nothing in this Agreement shall be construed as contractually obligating the City to adopt the Initial Zoning or any specific zoning regulations relating to the development and use of the Land. Notwithstanding the contents of the ordinance adopting the Initial Zoning, the City acknowledges and agrees that this Agreement and the Development Standards (i) will control for purposes of establishing the uses and site development standards on the Land to the extent of any irreconcilable conflict with the Code of Ordinances, and (ii) that any and all development consistent with the Development Standards shall not be considered a nonconforming or noncomplying use or structure.

## **XIV. ADDITIONAL LANDS**

On or before the second (2nd) anniversary of the Effective Date, the Company may, without the prior consent of the City, purchase and subject to this Agreement, and include as part of the Project, land that is not included within the Land as of the Effective Date (the “Added Land”), provided:

- (i) the Added Land is contiguous to the Land (including across any rights of way running through the Land);
- (ii) the Company provides written notice to the City of the addition of such property to the Project, which notice shall include:
  - (a) a surveyed boundary description of the Added Land;
  - (b) a petition for voluntary annexation of the Added Land if such Added Land has not already been annexed into the City’s corporate limits; and
  - (c) an application for the initial zoning of the Added Land if such Added Land has not already been annexed into the City’s corporate limits.

Upon annexation of the Added Land, this Agreement shall be deemed to be amended to include the Added Land as part of the Land without the necessity of execution of a formal amendment to this Agreement.

## **XV. WAIVER OF FEES**

No impact or other fees shall be assessed by the City on the Company to the extent provided in the City Incentive Agreements; provided, however, nothing herein shall in any way modify the other provisions of this Agreement or the Related Agreements that specifically require the payment of fees.

## **XVI. TERM OF AGREEMENT**

The term of this Agreement shall be forty-five (45) years unless the maximum permitted period of a development agreement permitted by the Texas Local Government Code Section 212.172(d) is amended to allow a longer term, in which case, the term shall be any such longer period.

## **XVII. ADDITIONAL PERMITS**

**17.01 Crossing Permits.** The City will apply for required crossing permits and/or license agreements from Union Pacific Railroad to provide for crossing over or under any rail right-of-way with public streets or utilities for which the City has the obligation to construct and maintain. The Company acknowledges the City cannot guarantee any date relating to issuance of such crossing permits and/or license agreement; provided, however, the City agrees to use its best efforts to obtain such permits or license agreement in accordance with the Project development timeline.

**17.02 Eminent Domain.** The City's obligations in this Agreement include, where applicable, that the City acquire interests in real property, whether by agreement or by exercising its legally available powers of eminent domain. The Company acknowledges that the City's ability to acquire such real property interests is limited by legal processes which do not have fixed timelines such that a delay caused by such processes may result, which delays shall not be considered a breach or event of default so long as the City uses its best efforts to acquire such real property interests.

## **XVIII. MISCELLANEOUS PROVISIONS**

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

**18.02 Default; Remedies.**

(a) No Party shall be in default under this Agreement until Notice of the alleged failure of such Party to perform has been given (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure or to commence efforts to cure the alleged failure, such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days or more than 180 days after written Notice of the alleged failure has been given. In addition, no Party shall be in default under this Agreement for a non-monetary default if, within the applicable cure period, the Party to whom the Notice was given or another Party begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

(b) If a Party is in default beyond any applicable notice and cure period, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. Notwithstanding the foregoing, however, no default under this Agreement shall:

(i) entitle the aggrieved Party to terminate this Agreement; or

(ii) adversely affect or impair the current or future obligations of the City to provide water or sewer service or any other service to the Land or Project; or

(iii) entitle the aggrieved Party to seek or recover consequential monetary damages of any kind.

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

**18.03 Undocumented Workers.** The Company certifies that, during the term of this Agreement, it does not and will not knowingly employ an undocumented worker for the construction of the Public Improvements in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, the Company is convicted of a violation under 8 U.S.C. § 1324a(f), the Company shall repay the amount of the public subsidy provided under this Agreement not later than one hundred twenty (120) days after the date the Company 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. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

**18.04 Prohibition of Boycott Israel.** The Company verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

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

**18.06 Assignment.** Except as otherwise provided in this section, the Company may not assign all or part of its rights and obligations under this Agreement to a third party without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Company may assign (without the City's consent) all or part of its rights and obligations under this Agreement to a Company Affiliate; provided, however, no assignment by the Company shall be enforceable against the City until the Company has provided a copy of any such assignment to the City, which copy shall be provided not later than fifteen (15) days after the effective date of the assignment.

**18.07 Amendment.** Except as otherwise provided in this Agreement, this Agreement may only be amended by written agreement signed by all of the Parties.

**18.08 Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received 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 on the day received as sent by courier or otherwise hand delivered. (each, a "Notice"):

If to City:

Attn: Brian LaBorde, City Manager  
City of Taylor, Texas  
400 Porter Street  
Taylor, Texas 76574

With a required copy to:

Ted W. Hejl, City Attorney  
Hejl & Schroder, P.C.  
311 Talbot  
P.O. Box 192  
Taylor, Texas 76574

If to the Company:

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

With a required copy to:

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

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

**18.09 Applicable Law.** This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in a state court of competent jurisdiction in Williamson County, Texas.

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

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

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

**18.13 Force Majeure.** Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (each, an "Event of Force Majeure"). An Event of Force Majeure for the purposes of this Agreement means 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 Company'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, 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 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 Epidemiological Event so long as state and federal law permit construction at the Land.

**18.14 Requests for Public Information.** If any person requests the City to disclose any information of a confidential, proprietary or trade secret nature relating to the Company, this Agreement, or the Improvements under the Texas Public Information Act (Tex. Gov't. Code Ann Sec. 552.001 et seq.) or any equivalent or successor statute (the "**Open Records Act**") and such information is subject to, or potentially subject to, an exception under the Open Records Act, then prior to making any such disclosure and to the extent permitted under applicable law, the City shall promptly send notice to the Company of such request. Promptly, but no longer than four (4) business days after the Company's receipt of such notice from the City, the Company shall notify the City in writing whether the Company opposes the release and desires the City to request a determination from the Texas Attorney General (an "**Opinion Request**") as to whether the requested information or portion thereof, must be disclosed pursuant to the Open Records Act. Contingent upon the Company's timely cooperation, the City shall submit a request to the Texas Attorney General identifying the basis for any claimed exception; provided, however, that the City shall only be required to comply with the foregoing to the extent that the City, in good faith, believes there is a reasonable basis for claiming that the requested information is subject to an exception under the Open Records Act, and the Open Records Act permits the City to make an Opinion Request in the circumstance in question; and provided, however, that nothing herein shall prevent or limit the Company's right to claiming any exemption from disclosure it believes applicable directly to the Texas Attorney General. The Company shall bear the burden of establishing to the Attorney General the applicability of any sections of the Open Records Act

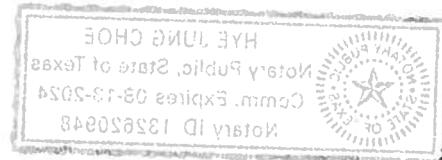
claimed as an exception to disclosure in the Opinion Request by timely submitting written comments to the Attorney General.

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

- Exhibit A:** Land Descriptions
- Exhibit B:** Development Standards
- Exhibit C:** Voluntary Petition and Municipal Services Agreement
- Exhibit D:** Concept Plan
- Exhibit E:** Fire Access Road
- Exhibit F:** Perimeter Roadway Easements

**18.16 No Joint Venture.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

*[Execution Pages to Follow]*



Executed effective the Date first above stated.

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

By: *Hyun*  
Name: *Sangki Bae*  
Title: *CFO*

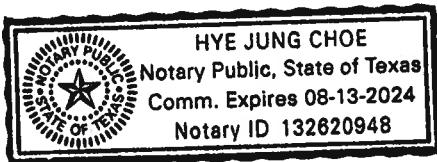
STATE OF Texas §

COUNTY OF Travis §

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

Given under my hand and seal of office on November 29, 2021.

[Seal]



*Hyun*  
Notary Public, State of Texas

**THE CITY OF TAYLOR,  
a Texas home-rule municipality**

By:   
Brandt Rydell, Mayor

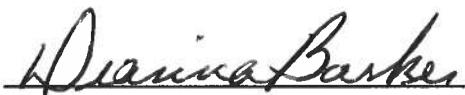
**STATE OF TEXAS**

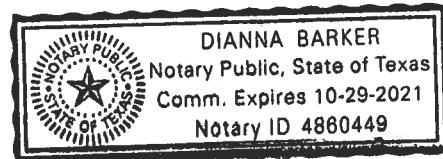
§  
§  
§

**COUNTY OF WILLIAMSON**

§  
§  
§

This instrument was acknowledged before me on the 14 day of October, 2021, by Brandt Rydell, Mayor of the City of Taylor, a Texas home-rule municipality, on behalf of said municipality.

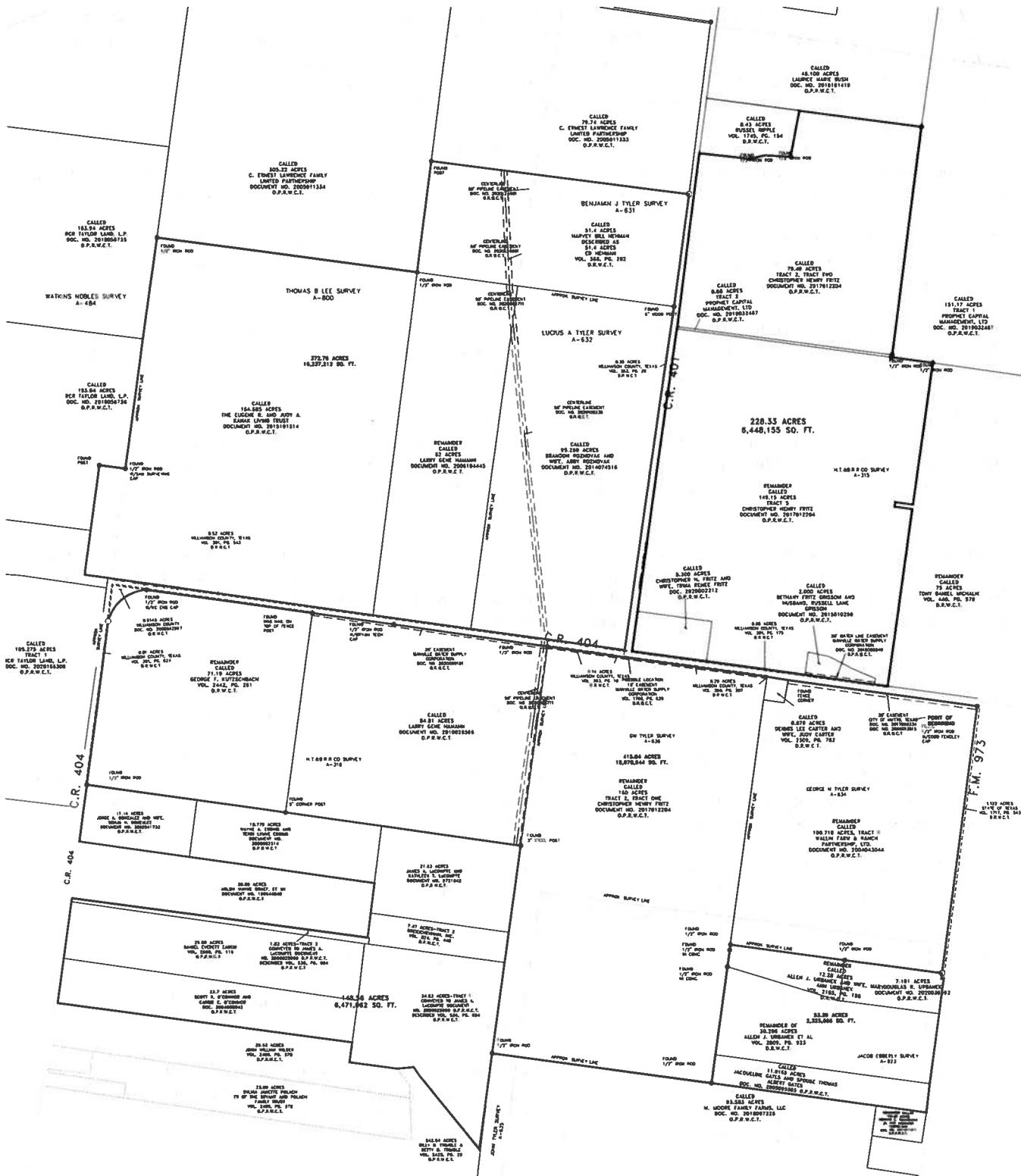
  
DIANNA BARKER  
Notary Public, State of Texas



**Exhibit A**

**Property Description**

100% ownership interest in the property located at 1000 N. 10th Street, Phoenix, Arizona 85004, consisting of approximately 10,000 square feet of office space.



## DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**BEARING BASIS NOTE**

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

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



08/24/2021

## DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### BEARING BASIS NOTE

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

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



08/19/2021

## DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### BEARING BASIS NOTE

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

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## DESCRIPTION

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

**BEGINNING** at a 1/2" iron rod found for the northermost 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 northermost 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 southermost 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 southermost 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 southermost 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 northermost corner of said 26.63 acre tract also being on the eastern line of said right of way line of County Road 404 (R.O.W. varies),

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

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

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

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

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

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

### BEARING BASIS NOTE

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

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09/02/2021

## DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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08/19/2021

## **Exhibit B**

### **Development Standards**

The following minimum development standards shall apply to the Land.

#### **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 general 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 general 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 considered to 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 avoidance 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		Scenario 2	
Maximum of 65' perimeter road ROW dedication if applicable	Property Line	variable width utility easement	Public Roadway or Developed Adjacent Property
	Mowed and maintained native ground cover		Property Line
variable width utility easement	Berms, ground cover and equivalent of 4 shrubs for every 2,000 square feet (may be planted in clusters). Includes fences, signs, and retaining walls	variable width utility easement	Berms, ground cover and equivalent of 4 shrubs for every 2,000 square feet (may be planted in clusters). Includes fences, signs, and retaining walls
25' landscape buffer	Equivalent of 1 tree every 50' (may be planted in clusters)	25' landscape buffer	Equivalent of 1 tree every 50' (may be planted in clusters)
Scenario 3		NOTES:	
Undeveloped Adjacent Property		1. Tree, shrubs, vines, ground cover, and lawn grass described herein shall conform to the Planting Criteria described in City of Taylor Code of Ordinances Chapter 28, Article II, Section 28-28.	
variable width utility easement	Property Line	2. Signs described herein shall comply with the terms specified in this Agreement.	
	Mowed and maintained native ground cover. Includes fences, signs, and retaining walls		
25' landscape buffer	Equivalent of 1 tree every 100' (may be planted in clusters)		

### **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 this Agreement.

**Exhibit C**

**Voluntary Petition and Municipal Services Agreement**

## VOLUNTARY ANNEXATION AGREED SERVICE PLAN

This **Voluntary Annexation Service Plan** ("Service Plan"), which is incorporated by reference as additional terms, conditions, and provisions of that certain *Development Agreement* between the Parties (the "Development Agreement"), shall constitute, and is hereby deemed to be, the written agreement between the City and the Company (as the owner of the Property) required by Section 43.0672 of the Texas Local Government Code relating to the provision of municipal services to the Property upon enactment by the City of an ordinance annexing the Property into the City's corporate limits in response to the Company's voluntary petition requesting annexation ("the Petition") delivered to the City pursuant to Section 43.0671 of the Texas Local Government Code. For purposes of this Service Plan, the Property, as described in Exhibit "A" to the Petition, shall be referred to as the "Annexed Area."

The City will provide the Annexed Area with Municipal Services in compliance with the Texas Local Government Code in accordance with the following schedule:

- A. CODE ENFORCEMENT, BUILDING INSPECTION, ETC.:** The City will provide code enforcement, building inspection services, and permit issuances to the area immediately upon annexation to the Annexed Area and in accordance with Article IV, Article V, and other applicable provisions of the Development Agreement. To the extent such services are not addressed in the Development Agreement, they shall be provided immediately upon annexation in accordance with the City's ordinances and policies and in accordance with City budget appropriations
- B. EMERGENCY MEDICAL SERVICES:** Emergency Medical Services will be provided to the Annexed Area by Williamson County EMS and the City's Fire Department. Said services will be made available to the Annexed Area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the Annexed Area and in accordance with City budget appropriations.
- C. FIRE:** The City has a full-time career fire department under the direction of the Fire Chief, and Assistant Fire Chief to provide fire protection and paramedic-level emergency medical services. Upon the effective date of the annexation, said services will also be made available to the Annexed Area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the proposed Annexed Area in accordance with City budget appropriations.
- D. POLICE:** The City provides municipal police protection to its businesses and residents, including routine patrols throughout the City and law enforcement services upon call. Upon the effective date of the Annexation, said services will also be made available to the Annexed Area on the same basis as they are made available to other parts of the City with

land uses and population densities similar to those reasonably contemplated or projected in the Annexed Property and in accordance with City budget appropriations.

- E. WATER AND WASTEWATER SERVICE:** Water and Wastewater Service to the Annexed Area will be provided by the City and/or third parties in accordance with Articles VI and VII of the Development Agreement.
- F. SOLID WASTE COLLECTION:** Solid Waste Collection services will be provided to the Annexed Area upon annexation in accordance with ordinances and City policies in effect at the time of annexation and within the City's budget appropriations.
- G. MAINTENANCE OF ROADS, STREET, AND STREET LIGHTING:** The City will begin maintenance of current roads and streets within the Annexed Area upon the effective date of the Annexation except for those roads and streets located within the boundaries of the Annexed Area that are to be abandoned as public roads and streets in accordance with Section 9.02 of the Development Agreement. Such streets and roads shall be maintained in their current condition and on the same basis as other areas in the City with topography, land uses and population densities similar to those reasonably contemplated or projected in the Annexed Area. Any such resurfacing or upgrade shall be made in accordance with current City policies and adopted Standard Construction Details or as approved by the City Engineer. The City will coordinate any request for street lighting with electric providers in accordance with City policy.
- H. PUBLIC LIBRARY SERVICES AND OTHER PUBLICLY OWNED FACILITIES, BUILDINGS AND SERVICES:** At this time there are no public library services in the Annexed Area. Property owners and residents of the Annexed Area may use the City's existing public library and other publicly owned facilities, buildings, and services within the City on the same basis as other residents of the City upon annexation with such privileges being provided within the City budget appropriations.
- I. PARKS, PLAYGROUNDS AND OTHER PUBLIC RECREATION FACILITIES AND SERVICES:** At this time there are no parks, playgrounds, or other public recreation facilities in the Annexed Area. Property owners and residents of the Annexed Area may use the City's existing public parks, playgrounds, and other recreational facilities and services of the City on the same basis as other residents of the City upon annexation and in accordance with City budget appropriations.
- J. GENERAL MUNICIPAL ADMINISTRATION:** General municipal administration services will be available to the Annexed Area upon the effective date of the Annexation.

This Service Plan provides for full municipal services to the Annexed Area that are adequate to serve the Annexed Area on the same basis as municipal services are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the Annexed Area. Further, said municipal services are equal to or greater than the services and level of such services in existence in the Annexed Area immediately preceding the effective date of Annexation. This Service Plan does not constitute a right to a superior level of

services in the Annexed Area; provided, however, the Parties acknowledge the Development Agreement may, in some cases, provide for the City to provide certain services at a superior level as they relate to the development and use of the Annexed Area than otherwise applicable to other property within the City, in which case, the provisions of the Development Agreement will control. Subject to the provisions of the Development Agreement as it relates to the Annexed Area, the City retains its authority to (i) adjust programs on a city-wide basis to provide more effective services through changes in operating procedures and standards and (ii) adjust services on a city-wide basis should economic or emergency circumstances dictate.

**PETITION FOR VOLUNTARY ANNEXATION  
INTO THE CITY OF TAYLOR, TEXAS**

Pursuant to the provisions of Section 43.0671 of the Local Government Code and that certain Development Agreement between the City of Taylor, Texas and Samsung Austin Semiconductor, LLC, dated August \_\_\_, 2021, Samsung Austin Semiconductor, LLC, as the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), hereby requests the Property be annexed into the corporate limits of the City of Taylor, Texas.

**EXECUTED** on this \_\_\_\_ day of \_\_\_\_\_ 2021.

**SAMSUNG AUSTIN SEMICONDUCTOR,  
LLC, a Delaware Limited Liability Company**

By:  
Its:

**STATE OF TEXAS** §  
**COUNTY OF WILLIAMSON** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021, by SAMSUNG AUSTIN SEMICONDUCTOR, LLC, a Delaware Limited Liability Company on behalf of said company and in the capacity herein stated.

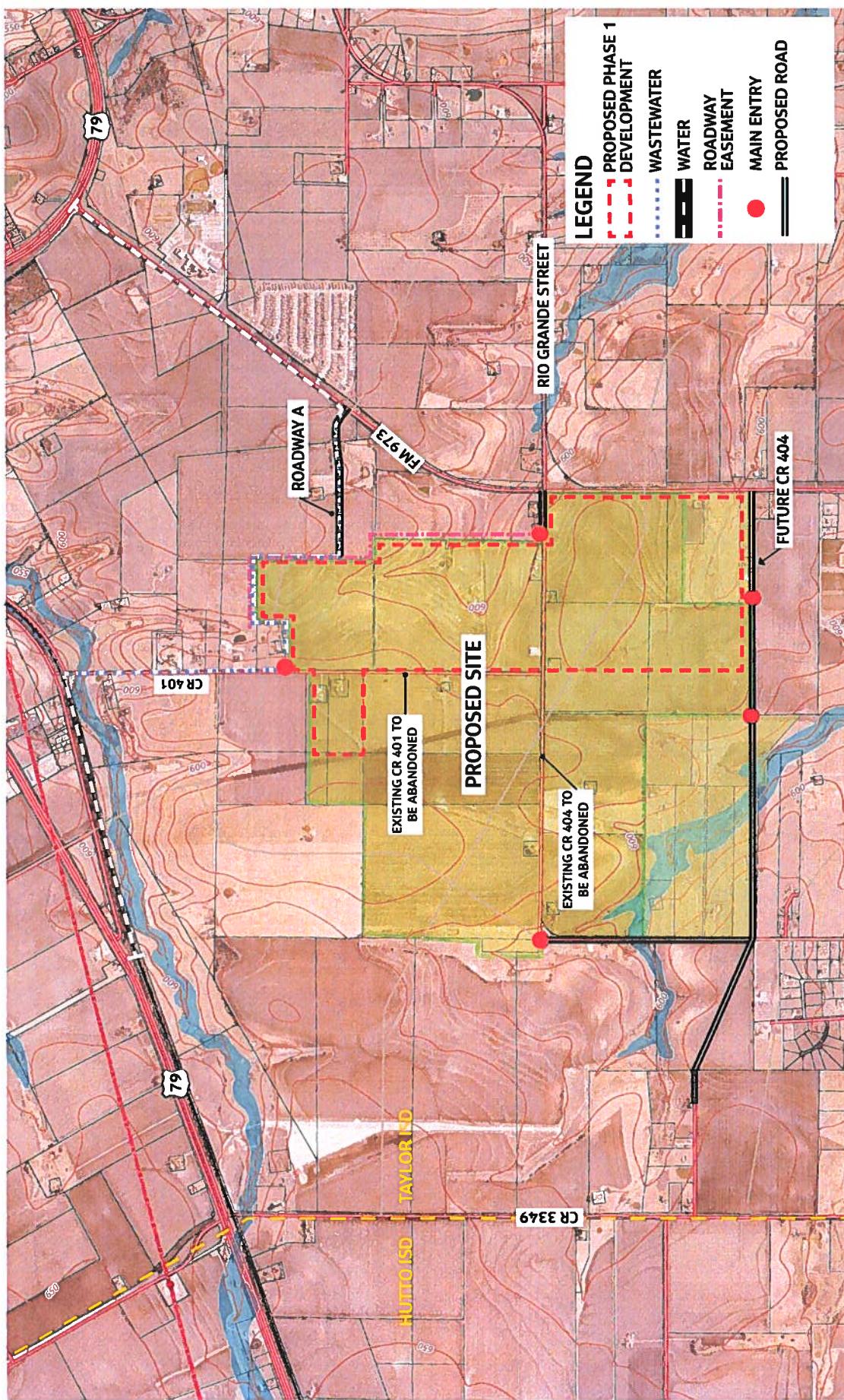
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**Notary Public, State of Texas**

**Exhibit D**

**Concept Plan**

# CONCEPT PLAN



**Exhibit E**

**Fire Access Road**

DESIGN SPEED: 30 MPH  
FUNCTIONAL CLASS: COLLECTOR  
DESIGN VEHICLE: FIRE TRUCK

PARCEL ID: 2,035 FT = 0.365 MI  
ROW TAKE  
ROW LENGTH  
PARCEL ID: RO19236

SCALE IN FEET  
0 200 400 600

PRELIMINARY  
THIS PLAN IS PUBLISHED FOR INFORMATION ONLY.  
THE PLAN INFORMATION OR OTHER DATA SHOWN HEREIN IS  
SUBJECT TO CHANGE AND MUST NOT BE CONSTRUED AS FINAL.

## ROADWAY A PROPOSED RIGHT OF WAY EXHIBIT

LEGEND  
PROPOSED RIGHT OF WAY  
EXISTING PROPERTY LINE  
PROPOSED ROADWAY  
PROPOSED WATER LINE  
PROPOSED SANITARY SEWER LINE

Reeves  
Engineering

DR  
Dodd & Rees  
Engineering



**Exhibit F**  
**Perimeter Roadway Easements**

DESIGN SPEED: 30 MPH  
FUNCTIONAL CLASS: COLLECTOR  
DESIGN VEHICLE: FIRE TRUCK

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ROADWAY	OVERALL ROADWAY LENGTH	PARCEL 10 ROW TAKE
A	2,033 FT = 0.385 MI	ROI19236 6.3 AC
B	6,962 FT = 1.319 MI	ROI19232 4.3 AC ROI19233 4.6 AC ROI19237 4.7 AC ROI19238 4.4 AC ROI19255 1.3 AC ROI19231 3.0 AC

A vertical scale bar with markings at 0, 400, 800, 1200, and 1600 feet. The text "SCALE IN FEET" is written vertically to the right of the bar.

**PROPOSED RIGHT OF WAY  
EXHIBIT**

LEGEND

- PROPOSED RIGHT OF WAY (Red dashed line)
- EXISTING PROPERTY LINE (Green solid line)
- PROPOSED ROADWAY (Black solid line)

H2  
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