

## **WILLIAMSON COUNTY DEVELOPMENT AGREEMENT**

This Development Agreement ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and among the Williamson County, Texas (the "County"), a political subdivision of the State of Texas, and Samsung Austin Semiconductor, LLC, a Delaware limited liability company, (the "Company"). The County, and the Company are collectively, the "Parties" to this Agreement.

### **RECITALS**

**WHEREAS**, the Company is or will be the owner of certain real property in the County (the "Property"), generally located south of US 79 and west of FM 973, as described in **Exhibit A**, attached hereto;

**WHEREAS**, the Company is considering a significant investment (the "Project") on the Property;

**WHEREAS**, it is currently envisioned that the Project will include approximately six million (6,000,000) square feet of buildings (collectively, the "Facility");

**WHEREAS**, the Project is anticipated to generate millions of dollars in new personal and property tax revenues in the County both in and around the Property, as well as provide up to eighteen hundred (1,800) jobs;

**WHEREAS**, the County strongly desires that the Company locate the Project in the County;

**WHEREAS**, the County is willing to consider construction of certain transportation improvements ("Public Improvements") which it deems necessary to develop the Project in the County;

**WHEREAS**, the County has authorized its County Judge to enter into this Agreement on behalf of the County with the Company in recognition of the positive economic benefits to the County through development of the Project on the Property;

**WHEREAS**, the County has found that the Public Improvements are required and necessary to develop the Property and to promote or develop new business enterprises around the Project; and

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:

## **ARTICLE I**

### **PURPOSE AND INTERPRETATION**

#### **1.01 Objectives.**

(a) The Company has designated the County and the Property as a potential location for the Project. The County believes that the development of the Project will attract additional businesses, development, and investment in the County. The County 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 County, the Taylor ISD, and the City of Taylor, Texas.

(b) The Parties acknowledge that the present infrastructure of streets in the vicinity of the Property is insufficient to support the Project. In order to encourage the Company to locate the Project on the Property, the Company has requested that the County to construct Public Improvements, as described herein, which the County acknowledges that the Public Improvements shall be necessary to enable the Company to construct and operate the Facilities.

**1.02 Legal Representation of the Parties.** This Agreement was negotiated by the Parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply.

**1.03 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.

## **ARTICLE 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 County 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.

"**County**" means the Williamson County, Texas.

"**Company**" means Samsung Austin Semiconductor, LLC, a Delaware limited liability company.

"**Public Improvements**" mean the transportation improvements as described herein.

"**Parties**" means the County and the Company.

"**Project**" means the construction of the Facilities on the Property.

"**Property**" means the real property described and shown on **Exhibit A**.

### **ARTICLE III**

#### **PUBLIC IMPROVEMENTS**

**3.01    General.** It is understood that construction of Public Improvements will be necessary to adequately serve the Property and the surrounding area. The approximate locations of the proposed Public Improvements described below are shown on **Exhibit "B"**, attached hereto, and to the standards provided and shown on **Exhibit "C"** attached hereto.

**3.02    Initial Construction Access.** The County will, at its sole cost and expense, re-surface with hot mix asphaltic concrete CR 402 at Highway 79 to CR 401, CR 401 from CR 402 to the northern boundary of the Property, and CR 404 from FM 973 to the eastern boundary of the Property, both prior to December 30, 2021, time being of the essence.

**3.03    CR 401.** The County will, at its sole cost and expense, construct a new four lane CR 401 from US 79 to the northern boundary of the Property, including a new US 79 median opening and signal at US 79/CR401 within twenty (20) months of the execution of this Agreement, time being of the essence.

**3.04    CR 404.** CR 404, if used as a site entrance from FM 973, will, at the County's sole cost and expense, be reconstructed as a four (4)-lane roadway from FM 973 to the eastern boundary of the Property within eighteen (18) months of the execution of this Agreement, time being of the essence. If CR 404 is not used as a site entrance, a decision to be made at the sole and absolute discretion of the Company, CR 404 will be terminated at the eastern boundary of the Property and remain a public roadway serving the Property from said termination point to FM 973, at the County's sole cost and expense.

**3.05    Future County Road.** A new four lane county road from FM 3349 to FM 973 will be constructed by the County (the "Future County Road") as generally shown on **Exhibit B**. The

segment between FM 973 and the western boundary of the Property will be constructed within two (2) years of the execution of this Agreement, time being of the essence. The segment from the western property boundary to FM 3349 will be constructed within thirty-four (34) months of the execution of the agreement, time being of the essence. Two (2) left turn lanes will be provided at locations determined by the Company at a later date. Traffic signals shall be constructed at the left turn lane locations when State of Texas traffic warrants for signals are met. In consideration of said construction, the Company will dedicate to the County, in fee simple and by special warranty deed, an approximately one hundred eighty (180)-foot right of way to include the Public Improvements (the "Future County Road ROW"), at the time and in a form and exact location to be provided by the Company generally along the southern Property boundary as shown in **Exhibit B**. The property dedicated for the Future County Road ROW may be subject to leaseback provisions allowing continued use of such property until June, 30, 2022, at the latest.

**3.06 Southeast Loop.** The County will, at its sole cost and expense, construct a new minimum three (3) lane roadway from CR 138 to CR 137 and a three (3) lane roadway from CR 404 to US 79 including a railroad and US 79 grade separation by June 2025, time being of the essence.

**3.07 Termination and Dedication of Right-of-Way.** Subject to compliance with state law, the County will abandon the prescriptive easements for existing CR 401 and CR 404, as well as any additional County-benefitting easements, within the Property within two (2) months after the date the Company completes the legal transfer of the Property, or later, if agreed to by the Parties in a writing signed by both Parties.

**3.08 Disconnection, Capping, and Trenching of Existing Utilities.** The County will disconnect, cap, and trench (to a five (5)-foot depth), or cause to be disconnected, capped, and trenched to a five (5)-foot depth, across the rights of way (where applicable) any and all existing public and private utilities and infrastructure within the boundaries of the Property, with the single exception of the Exxon/Wink to Webster Pipeline, (a map of such easements, utilities and infrastructure is found in **Exhibit D** attached hereto) at the boundary of the Property so that they are safe for demolition by the Company within three (3) months after the date the Company completes the legal transfer of the Property or December 31, 2021, whichever is later.

**3.09 Relocation of Existing Utilities.** Within three (3) months after the date the Company completes the legal transfer of the Property or by December 31, 2021, whichever is later (the "Relocation Deadline"), the County will relocate any and all infrastructure on the Property required to remain in use and which may not be capped, including the water line currently existing through CR 404 (the "Water Line"), with the single exception of the Exxon/Wink to Webster Pipeline. In consideration of said removal and relocation, the Company will dedicate a thirty (30)-foot utility easement, in a form to be approved by the Company, along the east and west Property boundaries from the existing northern CR 404 right of way to the northern boundary of the Future County Road ROW. The County will have the right of use and possession of the utility easements



and the Future County Road ROW in order to relocate such infrastructure and to construct roadways immediately upon the Company completing legal transfer of the property. To the extent that (i) the Company has not dedicated the Future County Road ROW by the Relocation Deadline, or (ii) the Future County Road ROW dedication includes leaseback provisions preventing the full use of such property, the Company will provide a fifty (50)-foot strip of such Future County Road ROW property by easement or other form and in the exact location to be provided by the Company.

To the extent any public and private easements, utility, or infrastructure within the boundaries of the Project is found within two (2) years of the Effective Date, the Company may notify the County of such remaining easement, utility, or infrastructure and request that it be abandoned, disconnected, capped, trenched, and/or relocated at the County's sole cost and expense. The County shall have three (3) months from such notice to abandon any such easement and to disconnect, cap, and trench any such utility/infrastructure in cases where it is not required to remain in use and six (6) months from such notice if the utility/infrastructure must be relocated. If relocation is required, the Company shall provide a replacement easement, to the extent necessary, in a form, size, and location to be approved by the Company.

**3.10 Financial Consideration and Gonzalez Tract.** For additional consideration of the County's construction of the Future County Road, relocation of the Water Line and in exchange for a certain approximately 11.14-acre tract of real property (the "Gonzalez Tract") described in **Exhibit A**, the Company will remit to the County Six Million Three Hundred and Fifty-Two Thousand Dollars (\$6,352,000) as its contribution to the construction of the Future County Road (\$2,239,000), purchase of the Gonzalez Tract (\$663,000), and relocation of the Water Line (not to exceed \$3,450,000). The County, upon completion of the Water Line's relocation, will refund any balance of the \$3,450,000 not expended. The County is the owner of the Gonzalez Tract and agrees to deed such tract by special warranty deed to the Company. The above payment will be made and the Gonzalez Tract will be conveyed to the City within fourteen (14) days of the Effective Date. The Gonzalez Tract will be conveyed free and clear of any deed of trust liens or other liens securing any indebtedness of the County.

**3.11 Traffic Impact Analysis ("TIA").** The Company shall not be required to conduct any Traffic Impact Analysis or other rough proportionality study as regarding any portion of the Project and the Company will have no obligation to contribute monies in connection with any roadways except as expressly provided herein.

**3.12 Thoroughfare Plan.** The County agrees to amend its Thoroughfare Plan and Thoroughfare Plan map to reroute public roads around the Property.

**3.13 Condemnation.** For the avoidance of doubt, the County's obligations in this Agreement include, where applicable, that the County acquire right-of-way for any and all property needed to construct the Public Improvements, whether by agreement or by using its legally available

condemning powers or powers of eminent domain to obtain any and all property, it being agreed that failure to obtain such right of way or other property is not a condition precedent to the County's obligations to perform under this Agreement. The County shall be responsible, at its sole cost and expense, for causing any private or public utilities (including without limitation, cell towers or telecommunication providers) to cease operation and relocate from the areas necessary to place, construct and operate the Public Improvements.

**3.14 Subdivision Ordinance.** Also for the avoidance of doubt, Section 8 of the Williamson County Subdivision Regulations is inapplicable to the development of the Property.

**3.15 Maintenance.** The Public Improvements described herein, (including any additional drainage improvements necessitated by the construction) shall be installed and maintained by the County, whereas any internal roads shall be installed and maintained by the Company. For clarification, the Company shall have no obligation with respect to the Public Improvements.

#### **ARTICLE IV**

#### **ADDITIONAL LANDS**

**4.01 Additional Lands.** Upon approval from the County and City, which may not be unreasonably withheld, the Company may subject lands contiguous to the Property to this Agreement.

#### **ARTICLE V**

#### **FEES AND CREDITS**

**5.01 County Fees.** The Company is not responsible for any County fees typically associated with the subdivision or development of property in the County; specifically, the County hereby waives the following fees, to extent applicable: any (1) ROW/highway or road dedication/right to use fees; (2) fees associated with a roadway/highway modification or floodplain development permit; (3) utility impact fees.

#### **ARTICLE VI**

#### **TERM OF AGREEMENT**

**6.01 Term.** This Agreement shall become enforceable upon its Effective Date and shall expire upon the earlier of (i) the 90th day following the thirtieth (30<sup>th</sup>) anniversary of the Effective Date, (ii) County's substantial completion of the Public Improvements, or (iii) the Company's termination under Section 7.13 below.

#### **ARTICLE VII**

## **MISCELLANEOUS**

**7.01 Mutual Assistance.** The County 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 Property.

**7.02 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 following written Notice of such alleged failure by the non-defaulting party, 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; provided, however, no cure period shall cause any time period or deadline stated herein regarding the County's performance to extend beyond 180 days from the originally stated deadline.

(b) If the County is in default beyond any applicable notice and cure period set forth in this Agreement, the Company 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 Judgement Act, specific performance, mandamus, and injunctive relief. If the Company is in default beyond any applicable notice and cure period set forth in this Agreement, the County's sole and absolute remedy shall be limited to a termination of this Agreement, and the County shall no longer be obligated to perform its obligation to construct and complete the Public Improvements hereunder. Notwithstanding the foregoing, however, no default under this Agreement shall:

(i) adversely affect or impair the current or future obligations of the County to provide water or sewer service or any other service to the Property or Project; or

(ii) entitle the aggrieved Party to seek or recover consequential, punitive or special 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.

**7.03 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 as required by law. 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.

**7.04 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 County waives immunity from suit for the purposes of adjudicating a claim or damages for breach of the Agreement.

**7.05 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 County, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Company may assign (without the County's consent) all or part of its rights and obligations under this Agreement to an entity that is controlled by or under common control with the Company (a "Permitted Assignee"). The Company shall provide a copy of any such assignment to the County within fifteen (15) days after the effective date of the assignment.

**7.06 Amendment.** The Company may amend the Agreement upon approval of the County, which shall not be unreasonably withheld.

**7.07 Notice.** Any notice and or statement required and permitted to be delivered shall be in writing and be deemed delivered by actual delivery, by electronic mail, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses (each, a "Notice"):

If to County:

County Judge  
710 Main Street  
Georgetown, TX 78628

With a required copy to:

Hal Hawes  
710 Main Street  
Georgetown, TX 78628

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.

**7.08 Interpretation.** 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.

**7.09 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 Williamson County, Texas.

**7.10 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.

**7.11 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.

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

**7.13 No Obligation.** Notwithstanding any other provision of this Agreement, the Company may elect to forgo the Project in part or altogether and is not bound to make any investment at the Property, it being agreed that such election in writing by the Company shall cause this Agreement to terminate without consent of the County.

**7.14 Representations and Warranties.** The County represents and warrants to the Company that the County has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all

necessary County proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the County, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority. The Company represents and warrants to the County that the Company has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all actions necessary, subject to the terms of Section 7.13 above. Accordingly, subject to Section 7.13 above, this Agreement constitutes the legal, valid, and binding obligation of the Company, is enforceable in accordance with its terms and provisions, and does not require the consent of any other authority or entity.

**7.15 Waiver of Immunity.** Notwithstanding anything to the contrary herein, to the extent allowed by law, the County and the Company hereby acknowledge and agree that this Agreement is subject to the provisions of Subchapter 1 of Chapter 271, Texas Local Government Code, as amended. The County agrees that its immunity from suit is waived for the purpose of adjudicating a claim for breach of this Agreement, which is subject to the terms and conditions of Subchapter 1 of Chapter 271, Texas Local Government Code, as amended.

**7.16 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 shall include, but not be limited to, acts of God, fire; explosion, vandalism; storm or similar occurrences; orders or acts of military or civil authority; changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay; unusual weather events; and unusual delays in obtaining approvals of plats, permits, or other development approvals (issued by parties other than the County, with respect to the County's obligations to perform hereunder) required to construct and operate the Project. Except as otherwise expressly provided herein, so long as, with respect to the County's obligations hereunder, the Event of Force Majeure is not the result of an order or other ruling made by the County, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any Event of Force Majeure (it being agreed that a day-for-day adjustment for each day of an Event of Force Majeure shall be deemed equitable).

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

- Exhibit A:** Property Description and Depiction
- Exhibit B:** Public Improvements
- Exhibit C:** Typical Section Exhibit
- Exhibit D:** Utility Map

**7.18 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 County, its past, present and future officers, elected officials, employees and agents

of the County, 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.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

EXECUTED to be effective as of the Effective Date.

**WILLIAMSON COUNTY, TEXAS,**

By: \_\_\_\_\_  
Bill Gravell, County Judge

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021,  
by \_\_\_\_\_, \_\_\_\_\_ Williamson County, Texas, on behalf of said jurisdiction.

\_\_\_\_\_  
Notary Public, State of Texas



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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

Before me, the undersigned notary, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ 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 \_\_\_\_\_.

[Seal]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**EXHIBIT A**

**PROPERTY DESCRIPTION**

**[See attached]**



## 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,

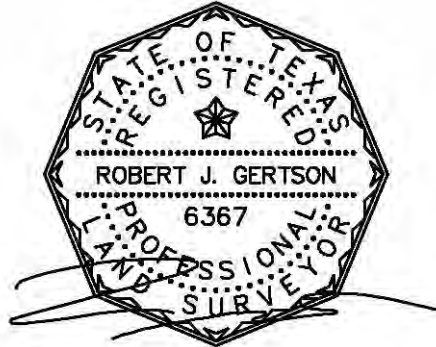
S 08° 05' 03" W, a distance of 3031.44 feet to the **POINT OF BEGINNING**.

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.

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

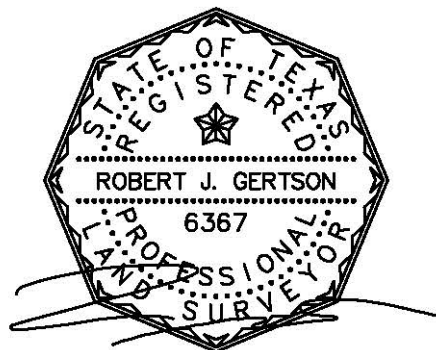
**THENCE**, with the southern line of said 5.300 acre tract and also being the northern right of way line of County Road 404, N 82° 10' 59" W, a distance of 655.87 feet to the **POINT OF BEGINNING**.

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

**BEARING BASIS NOTE**

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

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08/19/2021

## 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 northernmost corner of said 11.14 acre tract, also being the southwestern corner of the remainder of a called 71.19 acre tract conveyed to George F. Kutzschbach in Volume 2442, Page 261, Deed Records of Williamson County, Texas, also being the eastern right of way line of County Road 404 (R.O.W. varies) for the **POINT OF BEGINNING** and the northernmost corner of the herein described tract;

**THENCE**, with the northern line of said 11.14 acre tract and said 18.779 acre tract, also being the southern line of said 71.19 acre tract, S 82° 04' 34" E, a distance of 1756.06 feet to a 5" fence corner post found for the southeastern corner of said 71.19 acre tract, also being the southwestern corner of a called 84.81 acre tract conveyed to Larry Gene Hamann in Document No. 2010026596 for a northern corner of the herein described tract;

**THENCE**, with the northern line of said 18.779 acre tract, also being the southern line of said 84.81 acre tract and also being the northern line of said 21.63 acre tract, S 82° 02' 42" E, a distance of 2084.52 feet to a 3" steel corner post found for the southernmost corner of said 84.81 acre tract, also being on the western line of the remainder of a called 160 acre tract, (Tract 2) conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas; for the easternmost corner of the herein described tract;

**THENCE**, with the western line of said remainder of 160 acre tract also being the eastern line of said 21.63 acre tract, the eastern line of said 7.47 acre tract and the eastern line of said 34.03 acre tract, S 07° 41' 12" W, passing a point at a distance of 1831.70 feet for the southwestern corner of said remainder of 160 acre tract, also being a northwestern corner of a called 93.583 continuing for a total distance of 2677.90 feet to the southernmost point of the herein described tract, also being a northeastern corner of a called 242.04 acre tract conveyed to Billy B. Trimble and Betty O. Trimble in Volume 2420, Page 29, Official Public Records of Williamson County, Texas, and also being in the western line of said 93.583 acre tract;

**THENCE**, with the southern line of said 34.03 acre tract and also being the northern line of said 242.04 acre tract, the following three (3) courses and distances:

1. N 39° 32' 48" W, a distance of 834.00 feet to point on the southern line of the herein described tract;
2. N 34° 48' 48" W, a distance of 90.20 feet to point on the southern line of the herein described tract;
3. S 84° 53' 12" W, a distance of 145.60 feet to point on the southern line of the herein described tract; also being a northern corner of said 242.04 acre tract and a northeastern corner of a called 26.63 acre tract conveyed to John William Wilder in Volume 2406, Page 378 Official Public Records of Williamson County, Texas;

**THENCE**, with the southern line of said 34.03 acre tract also being the northern line of said 26.63 acre tract, the following two (2) courses and distances:

1. N 82° 18' 48" W, a distance of 416.80 feet to point on the southern line of the herein described tract;
2. N 07° 41' 04" E, a distance of 175.76 feet to point on the southern line of the herein described tract, also being the southernmost corner of said 23.7 acre tract;

**THENCE**, with the southern line of said 23.7 acre tract also being the northern line of said 26.63 acre tract, N 82° 27' 12" W, a distance of 2603.86 feet to point for the southwestern corner of said 23.7 acre tract and the herein described tract, also being the northernmost corner of said 26.63 acre tract also being on the eastern line of said right of way line of County Road 404 (R.O.W. varies);

**THENCE**, with the eastern right of way line of County Road 404 (R.O.W. Varies) also being the western 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 northernmost 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);

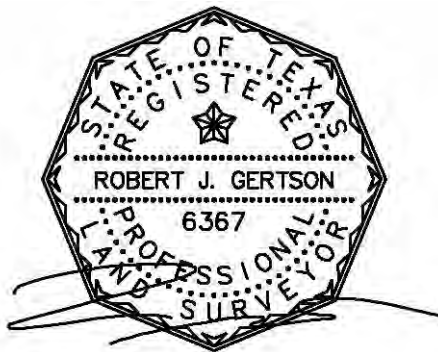
**THENCE**, with the eastern right of way line of County Road 404 (R.O.W. Varies) also being the western line of said 11.14 acre tract, N 07° 32' 52" E, a distance of 500.22 feet to the **POINT OF BEGINNING**.

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;

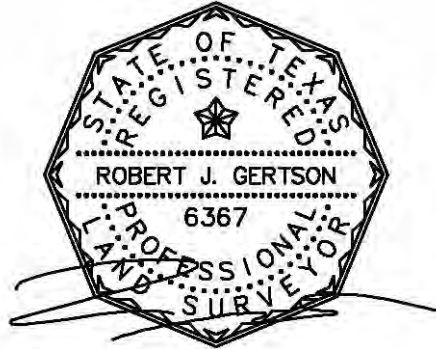
THENCE, WITH A EASTERN LINE OF SAID REMAINDER OF 160 ACRE TRACT AND ALSO BEING THE WESTERN LINE OF SAID REMAINDER OF 12.28 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

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.

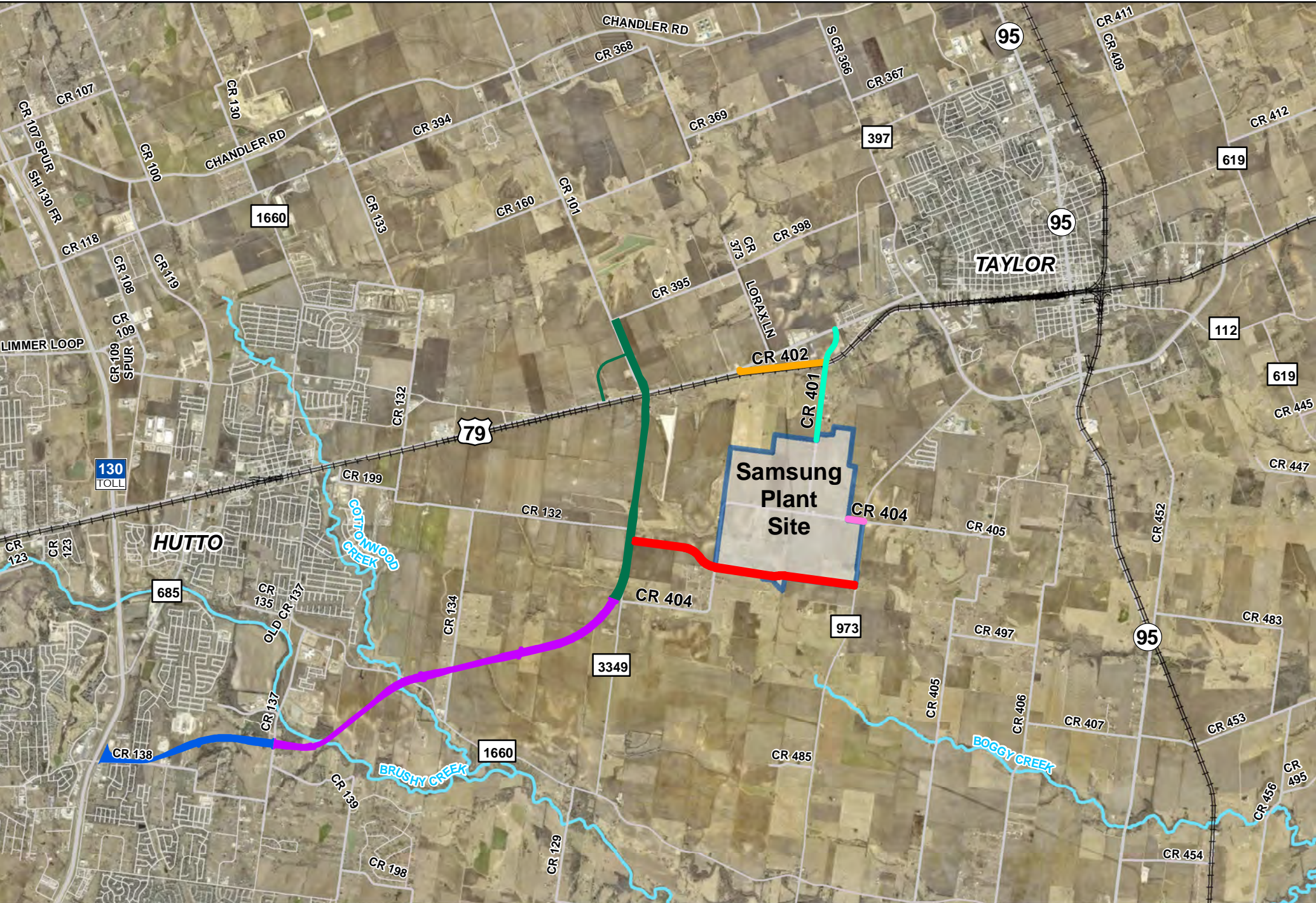
Robert J. Gertson, RPLS  
Texas Registration No. 6367  
Atwell, LLC  
805 Las Cimas Parkway, Suite 310  
Austin, Texas 78746  
Ph. 512-904-0505  
TBPE LS Firm No. 10193726




08/19/2021

**EXHIBIT B**  
**PUBLIC IMPROVEMENTS**  
**[See attached]**







# Full Site Operations Access

Future County Road

CR 401

CR 404

CR 402

SE Loop (SH 130 to CR 395)  
(Controlled Access Facility)

Segment 1

Segment 2

Segment 3

Samsung Development

Union Pacific Railroad

Rivers/Streams

0 0.375 0.75 1.5 Miles

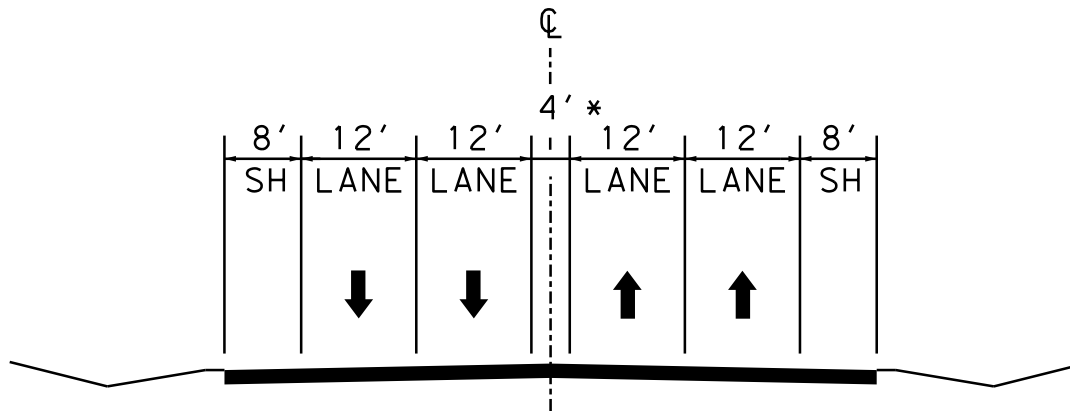
0 2,000 4,000 8,000 Feet



**EXHIBIT C**  
**TYPICAL SECTION**  
**[See attached]**

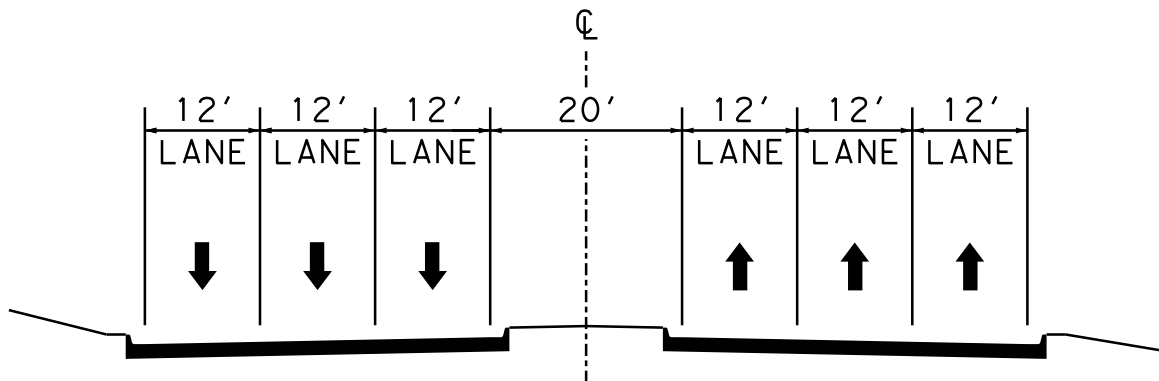
# TYPICAL SECTION EXHIBIT

## CR 401, CR 404, FUTURE COUNTY ARTERIAL



INTERIM SECTION  
CR 401, CR 404, AND FUTURE COUNTY ARTERIAL

\*FLUSH MEDIAN IN ACCORDANCE WITH AMERICAN ASSOCIATION  
OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS DESIGN CRITERA



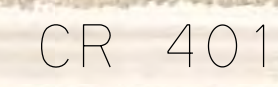
ULTIMATE SECTION  
CR 401, CR 404, AND FUTURE COUNTY ARTERIAL

**EXHIBIT D**

**UTILITY MAP**

**[See attached]**





EXISTING ROW  
ABANDONED/REMOVED UTILITIES

LVL B	LVL C/D	
— OHE-1 —	— OHE-1 —	OVERHEAD UTILITIES: ONCOR
— T1-1 —	— T1-1 —	TELECOMMUNICATION: AT&T UG
— W1-2 —	— W1-2 —	WATER: JONAH WATER 2"
— W1-2 —	— W1-2 —	MANVILLE WSC 2"
— W2-1 —	— W2-1 —	CITY OF HUTTO 16"



7/26/2021 4:58:19 PM G:\CFA\2014\030801-WI\1\omson\County\*2013\*Road\*Bond\DESIGN\CR 401\CR-401\*ICRP-2\*Abandoned.dgn



050'100'  
SCALE: 1"=50'

LEGEND

EXISTING ROW

ABANDONED/REMOVED UTILITY

LVL B

LVL C/D

OVERHEAD UTILITIES:

ONCOR

TELECOMMUNICATION:

AT&T UG

WATER:

JONAH WATER 2"

MANVILLE WSC 2"

CITY OF HUTTO 16"

CobbFendley

TBPELS Firm Registration No. F-274

505 East Huntland Drive, Suite 100  
Austin, Texas 78752  
512.834.9798 | fax 512.832.7727 | www.cobb fendley.com


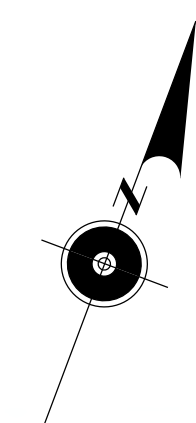
CR 401  
ABANDONED UTILITY EXHIBIT

DESIGN BY: SG	SCALE: HORIZONTAL: 1"=50'
DRAWN BY: BH	
CHECKED BY: EK	
APPROVED BY: HS	
PROJECT NO:	
DATE: 7/26/2021	SHEET: 2 OF 4



7/26/2021 4:46:24 PM G:\CFA\2014\0308801\*W1\Williamson\*County\*2013\*Road\*Band\DESIGN\CR\_404\WORKSPACE\Work\Inq\DAH\Abandonment\_Plots\CR\_404\*UC\*RP-3.dgn





LEGEND

-----		EXISTING ROW
-----		ABANDONED/REMOVED UTILITY
LVL B	LVL C/D	OVERHEAD UTILITIES:
— OHE-1 —	— OHE-1 —	ONCOR
— T1-1 —	— T1-1-D —	TELECOMMUNICATION:
		AT&T UG
WATER:		
— W1-2 —	— W1-2-D —	JONAH WATER 2"
— W1-2 —	— W1-2-D —	MANVILLE WSC 2"
— W2-16 —	— W2-16-D —	CITY OF HUTTP 16"





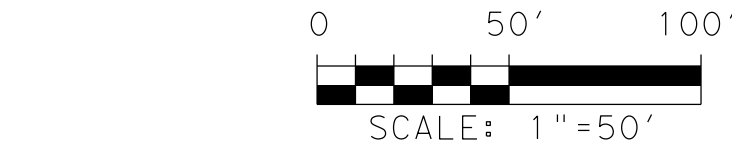
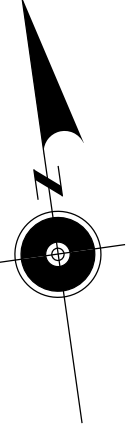
505 East Huntland Drive, Suite 100  
Austin, Texas 78752  
512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

CR 404  
ABANDONED UTILITY EXHIBIT

DESIGN BY:	BK	SCALE:
DRAWN BY:	BK	HORIZONTAL: 1"=50'
CHECKED BY:	N/A	
APPROVED BY:	N/A	
PROJECT NO:	1903-099-05	
DATE:	7/26/2021	SHEET: 3 OF 4



7/26/2021 4:41:12 PM G:\CFA\2014\030801\WT1\WilliamsonCounty\*2013\*Road\*Bond\DESIGN\CR\_404\WORKSPACE\CR\_404\Abandonment\_Plots\CR\_404\UC\*AP-4\*Abandoned.dgn



LEGEND	
-----	EXISTING ROW
-----	ABANDONED/REMOVED UTILITY
LVL B	LVL C/D
OHE-1	OHE-1
T1-1	T1-1
W1-2	W1-2
W1-2	W1-2
W2-16	W2-16
OVERHEAD UTILITIES:	
ONCOR	
TELECOMMUNICATION:	
AT&T UG	
WATER:	
JONAH WATER 2"	
MANVILLE WSC 2"	
CITY OF HUTTO 16"	



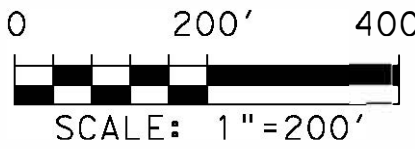
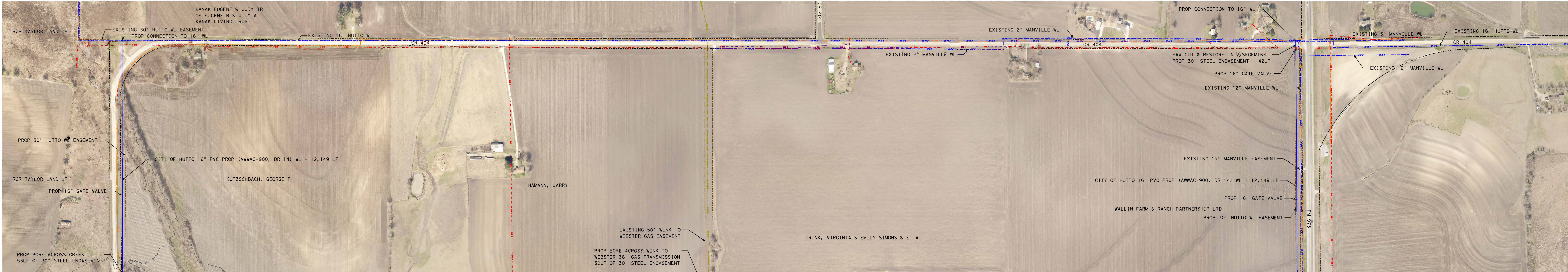
**CobbFendley**  
TBPELS Firm Registration No. F-274  
505 East Huntland Drive, Suite 100  
Austin, Texas 78752  
512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

CR 404  
ABANDONED UTILITY EXHIBIT

DESIGN BY:	BK	SCALE:
DRAWN BY:	BK	HORIZONTAL: 1"=50'
CHECKED BY:	N/A	
APPROVED BY:	N/A	
PROJECT NO:	1903-099-05	
DATE:	7/26/2021	SHEET: 4 OF 4



7/26/2021 2:24:15 PM G:\CFA\2014\0308801\WILLIAMSON\COUNTY\2013\Road\Bond\DESIGN\CR 404\WORKSPACE\WORKING\DA\NCR-404\*UC\*RP-OPTION 1.dgn



LEGEND

- PROPOSED ROW
- EXISTING ROW
- PROPOSED ROADWAY
- PROPOSED DRAINAGE
- UTILITY EASEMENT
- FLOOD PLAIN

- | LVL B     | LVL C/D   | OVERHEAD UTILITIES:    |
|-----------|-----------|------------------------|
| — OH-1 —  | — OH-1 —  | ONCOR                  |
| — T1-1 —  | — T1-1 —  | TELECOMMUNICATION:     |
|           |           | AT&T UG                |
| — G1-36 — | — G1-36 — | GAS:                   |
|           |           | WINK TO WEBSTER 36"    |
| — W1-2 —  | — W1-2 —  | WATER:                 |
| — W1-3 —  | — W1-3 —  | MANVILLE 2"            |
| — W1-12 — | — W1-12 — | MANVILLE 3"            |
| — W2-16 — | — W2-16 — | MANVILLE 12"           |
| — W3-4 —  | — W3-4 —  | CITY OF HUTTO 16"      |
|           |           | CITY OF HUTTO 16" PROP |
|           |           | JONAH WATER 4"         |

QUALITY LEVELS

Quality Level T- Existing Records: Utilities are plotted from review of available records.  
Quality Level T- Surface Visible Features Survey: Quality Level T- Information from existing records is correlated with surveyed surface-visible features.  
Quality Level B- Designated: Two-dimensional horizontal mapping. The information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to appropriate survey control. Utility exhibits are for information only.



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Austin, Texas 78752  
512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

CITY OF HUTTO  
16" TRANSMISSION  
WATERLINE REALIGNMENT  
OPTION

DESIGN BY: BK  
DRAWN BY: BK  
CHECKED BY: CW  
APPROVED BY: HS  
PROJECT NO: 1903-099-05  
DATE: 7/26/2021

SCALE:  
HORIZONTAL: 1"=200'

SHEET: 1 OF 1