

2026 MAY 29 PM 5:00



HILL COUNTY COMMISSIONER COURT

SHANE BRASSELL

County Judge

Jim Holcomb

Commissioner Precinct 1

Larry Crumpton

Commissioner Precinct 2

Scotty Hawkins

Commissioner Precinct 3

Martin Lake

Commissioner Precinct 4

AGENDA

Thursday, June 4, 2026

Notice is hereby given that a Special Meeting of the Hill County Commissioners Court will be held on the 4th day of June, 2026, at 8:30 a.m. in the Hill County Courtroom, 80 North Waco Street, Hillsboro, Texas 76645.

The meeting is open to the public both in person and online. An opportunity to view and hear the meeting as well as to address the Commissioners Court is available at:

<https://us02web.zoom.us/j/82722600415>. The agenda and accompanying documents are accessible at: co.hill.tx.us/page/hill.Public.Notices.

The public may make online comments by signing up to speak by no later than Thursday, June 4, 2026, 8:00 a.m. at kgoodspeed@co.hill.tx.us. Participants will need to provide their name and a phone number. You will be placed in a queue and will receive a phone call when it is your time to speak.

The following subjects will be discussed, considered, passed or adopted, to-wit:

- I. CALL TO ORDER – Shane Brassell
- II. OPEN FORUM
- III. COURT ORDERS
 1. Discussion and/or action on resignation of Hill County Commissioner Precinct No.3 Scotty Hawkins.
 2. Discussion and/or action on adopting the Hill County Data Center Development Review Checklist.
 3. Discussion and/or action on adopting National Fire Safety Standards.
 4. Discussion and/or action on adoption of the proposed Proclamation of the Hill County Commissioners Court regarding Large Scale Industrial Construction Projects.
 5. Discussion and/ or action regarding posting a Request for Proposal (RFP) for engineering firms to review potential heavy industrial projects such as wind, solar, data centers, electrical power generation, or battery energy storage systems.
 6. Discussion and/or action on budget amendment for FM Lateral #2 to move \$145,435 from Capital Outlay to Construction Material.

7. Discussion and/or action on budget amendment for Precinct #2 to allocate \$120,000 to Capital Lease for the recent equipment purchase.
8. Discussion and/or action on purchasing donations for the July 4th - America's 250th Anniversary, to be displayed at the courthouse and/or other County building locations.
9. Discussion and/or action on budget amendment to move \$750 from Contingencies to Miscellaneous for July 4th - America's 250th Anniversary decorations.
10. Pursuant to Section 551.071 of the Texas Government Code, the Hill County Commissioners Court will meet in a closed/executive session to consult with attorney on current litigation regarding the Agrilife Building, the RCM Hill, LLC, Plaintiff, v. Hill County, Shane Brassell, Jim Holcomb, Larry Crumpton, United States District Court Western District of Texas Waco Division, Civil Action No. 6:26-CV-00340, legalities of a waiver for C.R. 3106 Data Center Project.
11. Reconvene regular meeting to discussion and/or action on any action needed as a result from the Executive Session on current litigation regarding the Agrilife Building.
12. Discussion and/or action on RCM Hill, LLC, Plaintiff, v. Hill County, Shane Brassell, Jim Holcomb, Larry Crumpton, United States District Court Western District of Texas Waco Division, Civil Action No. 6:26-CV-00340, legalities of a waiver for C.R. 3106 Data Center Project.
13. Discussion and/or action on a request for a waiver of the County's Moratorium for C.R. 3106 Data Center Project.

IV. ADJOURN.


Dated this 29th day of May, 2026.

COMMISSIONERS COURT OF HILL COUNTY TEXAS

BY: 
 COUNTY JUDGE, HILL COUNTY, TEXAS

I, undersigned County Clerk, of the Hill County Commissioners Court, do hereby certify that the above Notice of Meeting of the Hill County Commissioners Court, is a true and correct copy of said Notice, and that I have received and posted said Notice on the Courthouse door and the bulletin board at the Courthouse of Hill County, Texas, at a place readily accessible to the general public at all times on the 29th day of May, 2026, at 5:00 p.m. said Notice remained so posted continuously for at least 3 business days preceding the scheduled time of each Meeting.

Dated this 29th day of May, 2026.


 Nicole Tanner, County Clerk
 Hill County, Texas

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Proclamation

Of

The Hill County Commissioners Court

WHEREAS, the Commissioners Court of Hill County, Texas, has statutory duties under the laws of the State of Texas to protect and maintain county infrastructure, roads, bridges, drainage systems, floodplain management systems, and public safety; and

WHEREAS, the Commissioners Court recognizes the increasing development of large-scale industrial and technology-related facilities, including data centers and associated utility infrastructure, within unincorporated areas of the county; and

WHEREAS, the Commissioners Court desires to ensure that all development occurring within the unincorporated areas of Hill County complies with all applicable state laws, county regulations, engineering standards, and public infrastructure protection requirements; and

WHEREAS, Texas Transportation Code §251.016 authorizes the Commissioners Court to exercise general control over county roads, highways, and bridges; and

WHEREAS, Texas Transportation Code §251.003 authorizes the Commissioners Court to make and enforce necessary rules and orders for the construction and maintenance of public roads; and

WHEREAS, Texas Transportation Code §§254.005 and 254.006 authorize and require the county to address drainage, culverts, natural water flow, and roadway flooding protection associated with county roads and rights-of-way; and

WHEREAS, Texas Local Government Code Chapter 232 authorizes counties to regulate plats, subdivisions, roadway standards, drainage infrastructure, utility coordination, and related infrastructure matters within the county's lawful jurisdiction; and

WHEREAS, Hill County participates in floodplain management and public infrastructure responsibilities associated with state and federal requirements, including applicable FEMA and National Flood Insurance Program standards; and

WHEREAS, the Commissioners Court recognizes its obligations to protect public

infrastructure, emergency access routes, roadway safety, drainage systems, and the health, safety, and welfare of county residents;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. All large-scale industrial development projects proposed within the unincorporated areas of Hill County shall comply with all applicable federal, state, and county laws, regulations, standards, permits, and engineering requirements.
2. Developers are encouraged to coordinate with the Hill County Development Services Department, Emergency Management personnel, floodplain administrators, and other applicable county officials prior to commencement of development activities.
3. Hill County shall continue to enforce all applicable statutory authorities relating to:
 - a. County roadway protection;
 - b. Drainage and stormwater management;
 - c. Culvert and natural water flow protection;
 - d. Floodplain management;
 - e. Access permitting;
 - f. Road use and roadway damage mitigation;
 - g. Platting and subdivision review where applicable under Texas law;
 - h. Emergency access and public safety coordination; and
 - i. Any other authority lawfully granted to the county under the Constitution and laws of the State of Texas.
4. The Commissioners Court directs county staff to coordinate with applicable state and regional agencies, including the Texas Department of Transportation, the Texas Commission on Environmental Quality, regional utility providers, emergency services entities, and floodplain management authorities as appropriate.
5. Nothing in this Resolution shall be construed as prohibiting lawful development, nor shall this Resolution be interpreted as creating regulations beyond the authority granted to counties under Texas law.

PASSED AND APPROVED by the Commissioners Court of Hill County, Texas, on this ___ day of _____, 2026.

Shane Brassell
County Judge

Jim Holcomb
Commissioner Pct. 1

Larry Crumpton
Commissioner Pct. 2

Scotty Hawkins
Commissioner Pct. 3

Martin Lake
Commissioner Pct. 4

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Hill County Major Industrial Development Review Policy

Purpose

The purpose of this policy is to establish a consistent process for the review of large-scale industrial developments that may have significant impacts on county infrastructure, transportation systems, water resources, emergency services, public safety, drainage systems, and other county interests. The Commissioners Court finds that projects such as data centers, battery energy storage facilities, electrical generation facilities, large renewable energy projects, and similar developments require a level of technical review beyond the expertise and resources available within county government. This policy is intended to provide a mechanism for obtaining independent professional evaluation of information submitted by project developers and to assist the Commissioners Court in making informed decisions regarding matters that may come before the County.

Applicability

This policy shall apply to any industrial, utility, energy, technology, or infrastructure project that, in the judgment of the Commissioners Court or Development Services Department, has the potential to create substantial impacts on county roads, bridges, drainage infrastructure, groundwater resources, emergency services, public safety operations, or other county functions. The Commissioners Court may designate additional project types for review under this policy as circumstances warrant.

Submission Requirements

Prior to requesting county approvals, development agreements, road use agreements, tax abatements, infrastructure agreements, subdivision approvals, or any other discretionary action by the County, the applicant shall submit a complete development review package to the Development Services Department. The submission shall include all information required by the Hill County Major Industrial Development Review Checklist as adopted and amended by the Commissioners Court.

Development Services shall review the submission for completeness. A submission determined to be incomplete may be returned to the applicant with a request for additional information. No formal review shall commence until Development Services determines that the required materials have been provided.

Independent Technical Review

Following acceptance of a complete submission, the County shall retain one or more qualified professional firms to conduct an independent review of the information provided by the applicant. Such firms may include engineers, hydrogeologists, transportation specialists, environmental consultants, acoustical consultants, emergency management professionals, financial analysts, or other technical experts deemed necessary by the County.

The purpose of the independent review shall be to evaluate the accuracy, adequacy, and completeness of the materials submitted by the applicant and to identify any potential impacts upon county infrastructure, public resources, emergency response capabilities, or public health and safety.

The independent reviewer shall act solely on behalf of the County and shall not be subject to the direction or control of the applicant.

Escrow Funding

Because the review of major industrial developments may require substantial professional services, applicants shall provide funding sufficient to cover the County's anticipated review expenses. Prior to commencement of the review process, the applicant shall deposit funds into an escrow account in the amount of \$150,000 established by the County for that purpose.

The amount of the initial deposit shall be determined by Development Services based upon the size, complexity, and anticipated impacts of the proposed project. If the County determines that additional funds are necessary to complete the review, the applicant shall replenish the escrow account upon request. Review activities may be suspended until sufficient funds are available.

The County shall utilize escrow funds solely for costs associated with technical, engineering, environmental, legal, financial, or professional review services related to the proposed development.

Any unused escrow funds remaining after completion of the review process shall be returned to the applicant.

Review Findings

Upon completion of the technical review, the independent reviewer shall provide a written report to Development Services and the Commissioners Court. The report may identify deficiencies in

the submitted materials, recommend additional studies, propose mitigation measures, or provide professional opinions regarding the project's potential impacts.

The report may also include recommendations concerning road improvements, traffic management, drainage facilities, water resources, emergency response capabilities, environmental protection measures, noise mitigation, lighting controls, utility infrastructure, or other matters relevant to the proposed development.

The findings and recommendations of the reviewer shall be advisory in nature and shall not be binding upon the Commissioners Court.

Commissioners Court Consideration

Upon receipt of the review report, the Commissioners Court may consider the findings when evaluating any request for county action associated with the proposed development. The Court may request additional information, require further review, negotiate development-related agreements, impose lawful conditions through authorized agreements, or take any other action permitted by law.

Nothing in this policy shall be construed as creating an obligation upon the County to approve any project, agreement, permit, incentive, or request submitted by an applicant.

Administrative Authority

The Development Services Department is authorized to administer this policy, establish application procedures, coordinate reviews, engage qualified consultants pursuant to applicable procurement requirements, and recommend modifications to the review checklist as necessary to address emerging technologies and development practices.

The Commissioners Court may amend this policy and the associated review checklist from time to time as deemed necessary to protect the interests of Hill County and its citizens.

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HILL COUNTY MAJOR INDUSTRIAL DEVELOPMENT REVIEW CHECKLIST AND REQUIRED SUBMITTALS

For Data Centers, Battery Energy Storage Systems (BESS), Electrical Generation Facilities, Renewable Energy Projects, and Other Large-Scale Industrial Developments

PURPOSE

The purpose of this checklist is to establish the minimum information required for submission to Hill County Development Services for proposed large-scale industrial developments that may impact county infrastructure, transportation systems, groundwater resources, drainage systems, emergency services, public safety, and surrounding property owners. Submission of the information contained herein does not constitute approval of a project. The information required by this checklist shall be subject to independent technical review as determined by Hill County.

SECTION 1. INITIAL DEVELOPMENT APPLICATION PACKAGE

1.01 Project Identification

The applicant shall provide documentation addressing the following:

- (a) Legal entity ownership structure;
- (b) Parent company disclosures;
- (c) Registered agent information;
- (d) Site control documentation, including deeds, purchase agreements, lease agreements, and easements;
- (e) Project description;
- (f) Campus master plan;
- (g) Phasing schedule;
- (h) Expected construction timeline;
- (i) Estimated operational lifespan;
- (j) Decommissioning plan; and

(k) Expected expansion acreage.

1.02 Site Mapping

The applicant shall provide the following mapping and survey information:

- (a) Boundary survey;
- (b) ALTA survey;
- (c) Existing conditions survey;
- (d) FEMA floodplain map;
- (e) Topographic survey;
- (f) Wetlands delineation;
- (g) Drainage map;
- (h) Utility corridor map;
- (i) Identification of existing water wells located within five (5) miles of the project site;
- (j) Existing residences and schools map;
- (k) Adjacent land use map;
- (l) Transmission infrastructure map;
- (m) Pipeline map; and
- (n) Railroad map.

SECTION 2. LAND USE AND COUNTY DEVELOPMENT REVIEW

2.01 Platting and Subdivision Requirements

The applicant shall provide, as applicable:

- (a) Preliminary plat;
- (b) Final plat;

- (c) Replat;
- (d) Development agreement;
- (e) Utility easements;
- (f) Drainage easements; and
- (g) Public right-of-way dedication.

2.02 Road and Transportation Review

The applicant shall provide:

- (a) Traffic Impact Analysis (TIA);
- (b) Heavy haul route study;
- (c) Construction traffic plan;
- (d) Bridge capacity analysis;
- (e) Pavement degradation study;
- (f) Road maintenance agreement;
- (g) TxDOT driveway or access permit;
- (h) Oversize or overweight route plan; and
- (i) Emergency access analysis.

The County may require mitigation measures including developer-funded road improvements, turn lanes, signalization, road widening, and dust control measures where determined necessary by the independent reviewer or Commissioners Court.

SECTION 3. WATER SUPPLY REQUIREMENTS

3.01 Water Source Documentation

The applicant shall provide:

- (a) Total projected water demand;

- (b) Peak water demand;
- (c) Annual water consumption estimate;
- (d) Cooling technology description;
- (e) Closed-loop versus evaporative cooling analysis;
- (f) Water recycling plan;
- (g) Backup water supply plan; and
- (h) Drought contingency plan.

3.02 Hydrogeological Studies

The applicant shall provide:

- (a) Aquifer impact study;
- (b) Groundwater availability study;
- (c) Drawdown modeling;
- (d) Neighboring well interference analysis;
- (e) Long-term sustainability study; and
- (f) Recharge impact analysis.

3.03 Water Rights and Provider Coordination

The applicant shall provide:

- (a) Water utility commitment letter;
- (b) Groundwater district approvals;
- (c) Water transport agreements; and
- (d) Surface water rights documentation, if applicable.

The applicant shall identify all coordination conducted with the Texas Water Development Board, applicable Groundwater Conservation Districts, River Authorities, and Water Supply Corporations.

SECTION 4. WASTEWATER AND SEWER REQUIREMENTS

4.01 Wastewater Disposal Plan

The applicant shall provide:

- (a) Estimated wastewater generation;
- (b) Industrial wastewater characterization;
- (c) Pretreatment analysis;
- (d) Sanitary sewer engineering plans;
- (e) Septic feasibility study, if applicable; and
- (f) Package plant permit documentation.

4.02 State Permits

The applicant shall identify all applicable permits and approvals, including:

- (a) TPDES wastewater permits;
- (b) Industrial discharge authorizations; and
- (c) Reuse or reclaimed water approvals.

Documentation shall identify coordination with the Texas Commission on Environmental Quality.

SECTION 5. STORMWATER AND DRAINAGE REQUIREMENTS

5.01 Drainage Studies

The applicant shall provide:

- (a) Hydrologic study;
- (b) Hydraulic study;
- (c) Detention and retention design;
- (d) One hundred (100) year flood analysis;

- (e) Increased runoff analysis;
- (f) Erosion and sediment control plan; and
- (g) Downstream impact study.

5.02 Stormwater Permitting

The applicant shall provide:

- (a) Stormwater Pollution Prevention Plan (SWP3);
- (b) Notice of Intent filing documentation; and
- (c) Evidence of compliance with applicable Construction General Permits.

5.03 Floodplain Review

The applicant shall provide:

- (a) FEMA compliance certification;
- (b) No-rise certification;
- (c) CLOMR or LOMR documentation, if applicable; and
- (d) Floodplain development permit information.

SECTION 6. ELECTRICAL INFRASTRUCTURE AND POWER REVIEW

6.01 ERCOT and Grid Analysis

The applicant shall provide:

- (a) ERCOT interconnection status;
- (b) Transmission availability study;
- (c) Power demand forecast;
- (d) Peak load analysis;
- (e) Backup generation plan;
- (f) Blackstart or islanding capability analysis; and

(g) Reliability assessment.

6.02 On-Site Generation

Where gas turbines, reciprocating engines, or other generators are proposed, the applicant shall provide:

- (a) Air emissions inventory;
- (b) Fuel storage plan;
- (c) Stack analysis;
- (d) Emergency generator operating hours;
- (e) Noise study; and
- (f) Air permit applicability analysis.

SECTION 7. AIR QUALITY AND EMISSIONS REVIEW

7.01 Air Permitting

The applicant shall provide all applicable air permitting documentation, including:

- (a) TCEQ air permit applicability determinations;
- (b) Minor source permits;
- (c) Standard permits;
- (d) Prevention of Significant Deterioration permits; and
- (e) Generator emissions modeling.

The applicant shall identify anticipated emissions of nitrogen oxides, volatile organic compounds, particulate matter, greenhouse gases, and other regulated pollutants.

SECTION 8. NOISE IMPACT REQUIREMENTS

8.01 Noise Analysis

The applicant shall provide:

- (a) Baseline ambient noise study;

- (b) Daytime and nighttime decibel analysis;
- (c) Property-line noise modeling;
- (d) Low-frequency noise analysis;
- (e) Generator testing noise analysis;
- (f) Transformer noise analysis; and
- (g) Cooling fan noise analysis.

8.02 Noise Mitigation

The applicant shall provide:

- (a) Noise mitigation plan;
- (b) Acoustic wall design;
- (c) Berm plan; and
- (d) Vegetative screening plan.

SECTION 9. LIGHT POLLUTION REQUIREMENTS

9.01 Lighting Analysis

The applicant shall provide:

- (a) Photometric study;
- (b) Night sky impact analysis;
- (c) FAA lighting analysis;
- (d) Glare study;
- (e) Shielded fixture design; and
- (f) Operational lighting plan.

The applicant shall identify proposed compliance measures related to dark-sky practices, downward-directed lighting, property-line illumination levels, and security lighting controls.

SECTION 10. ENVIRONMENTAL AND ECOLOGICAL STUDIES

10.01 Federal Environmental Review

The applicant shall provide documentation regarding:

- (a) National Environmental Policy Act review, if applicable;
- (b) Environmental Assessments; and
- (c) Environmental Impact Statements.

10.02 Biological Studies

The applicant shall provide:

- (a) Threatened and endangered species survey;
- (b) Migratory bird analysis;
- (c) Habitat assessment;
- (d) Wetlands delineation; and
- (e) Stream impact study.

10.03 Wetlands and Waters

The applicant shall provide documentation regarding:

- (a) Section 404 permits; and
- (b) Section 401 Water Quality Certifications.

SECTION 11. HAZARDOUS MATERIALS AND FIRE PROTECTION

11.01 Hazardous Materials Review

The applicant shall provide:

- (a) Battery Energy Storage System plan;
- (b) Lithium-ion hazard assessment;

- (c) Fuel storage plan;
- (d) Chemical inventory;
- (e) Spill prevention plan;
- (f) Fire suppression system design; and
- (g) Hazardous materials response plan.

11.02 Emergency Coordination

The applicant shall document coordination with:

- (a) County Fire Marshal;
- (b) Local Volunteer Fire Departments; and
- (c) Emergency Management Coordinator.

SECTION 12. PUBLIC SAFETY AND EMERGENCY PLANNING

12.01 Emergency Planning

The applicant shall provide:

- (a) Emergency Operations Plan;
- (b) Cybersecurity response coordination plan;
- (c) Mutual aid coordination plan;
- (d) Evacuation route analysis;
- (e) Hazard mitigation analysis;
- (f) Disaster recovery plan; and
- (g) Severe weather continuity plan.

SECTION 13. ECONOMIC AND FISCAL IMPACT REVIEW

13.01 Economic Impact Documentation

The applicant shall provide:

- (a) Tax impact analysis;
- (b) PILOT agreement disclosures;
- (c) Abatement requests;
- (d) Employment projections;
- (e) Permanent job estimates; and
- (f) Construction job estimates.

The applicant shall provide any additional information requested by Hill County, Development Services, the County's independent engineering consultant, or Commissioners Court necessary to evaluate the potential impacts of the proposed development.

ADOPTED BY THE HILL COUNTY COMMISSIONERS COURT THIS ____ DAY OF _____, 2026.

HILL COUNTY, TEXAS

SHANE BRASSELL
COUNTY JUDGE

ATTEST:

COUNTY CLERK
HILL COUNTY, TEXAS

MORATORIUM WAIVER AGREEMENT

THIS MORATORIUM WAIVER AGREEMENT (this "**Agreement**") is entered into on June 4th, 2026, to be effective on June 4th, 2026 hereinafter defined as "Effective Date", by and between **Abbott Land Holdings, LLC**, a Texas limited liability company ("**Property Owner**"), and Hill County, Texas ("**Hill County**"). Property Owner and Hill County are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Property Owner is the owner of the real property located in the unincorporated area of Hill County, Texas reflected on **Exhibit A. Whereas, Property Owner has made investments to progress the Property as developable for a data center project to the point of receiving offers to purchase the Property for such use, including but not limited to** working for the past 14 months to secure a power interconnect agreement on the ERCOT power grid for a proposed data center project ("**C.R. 3106 Data Center Project**")

WHEREAS, on May 12, 2026 Hill County passed its Green Energy and Data Center Moratorium ("**Moratorium**") that purports to prevent construction of any new data centers in Hill County for one year.

WHEREAS, Property Owner continues to maintain that Hill County did not have the legal authority to enact the Moratorium nor the authority to enforce it. Nevertheless, Property Owner, in the spirit of compromise, is willing to agree with Hill County to be fully exempt from the Moratorium and any future moratoriums through the Moratorium's allowance for a waiver as set forth herein in lieu of filing a lawsuit against Hill County challenging the Moratorium. For the avoidance of doubt, upon the Hill County's execution of this Agreement, Property Owner shall have the right to construct the C.R. 3106 Data Center Project in Hill County, subject **only** to adhering to its specific defined obligations in this Agreement and shall **not** be subject to the Moratorium or any future moratoriums and/or any other future county rules, laws, restrictions or other attempts of any kind to prohibit construction of data centers in Hill County, TX. This agreement is not contingent upon the legality and validity of the Moratorium.

WHEREAS, rather than litigate the validity and enforceability of the Moratorium, the Parties desire to agree to coordinate with respect to construction of the C.R. 3106 Data Center Project as specifically outlined in this Agreement pursuant to the four waiver standards in the Moratorium.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, and other good and value consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the below meets the waiver requirements in the Moratorium for the C.R. 3106 Data Center Project.

1. **Property Owner Escrow:** Property Owner agrees that prior to the start of construction of the C.R. 3106 Data Center Project it will deposit into an escrow account a refundable cash escrow **security deposit of \$202,500**, calculated as \$750 per acre, to be available to Hill County for use as a mitigation measure in the event the C.R. 3106 Data Center Project material impacts Hill County infrastructure, emergency response capability, or public safety (“**Escrow Deposit**”).
 - a. Property Owner’s Escrow Deposit shall only be used strictly in the event that the Property Owner failed to perform its specific obligations outlined in this agreement and after Hill County provides a written notice of deficiency of the obligations in this agreement and provides the Property Owner a 45 day “Cure Period” to remedy the deficiency. After the Cure Period, Hill County will have the right to pay for the deficiencies of the obligations in this Agreement by withdrawing the amounts owed from the Escrow Deposit, thus reducing in-kind the balance of the Escrow Deposit.
 - b. Upon completion of construction of the C.R. 3106 Data Center Project, the Property Owner shall provide a written notice of completion that details the performance of its obligations under this Agreement. Hill County shall have 30 days to review and request any additional supporting documentation or perform an on-site review. After this 30-day period is complete, Hill County shall return the Escrow Deposit in full to the Property Owner less any non-refundable withdrawals Hill County used to pay to ensure that the specific obligations in this Agreement were completed.
 - c. For the avoidance of doubt, this agreement shall only pertain to the property identified in Exhibit A for this specific C.R. 3106 Data Center Project and shall not govern to any other tracts of land that are not part of this Agreement. Additionally, the Escrow Deposit and the obligations herein are only required in the event of construction of a data center project on the property and shall not apply for any other uses for the property.

2. **Property Owner Agrees County Infrastructure Will Not Be Materially Impaired and to Adequate Roadway Use Protections and Mitigation Measures**
 - a. Except as set forth in subsection (b) below, Property Owner agrees construction materials and labor for C.R. 3106 Data Center Project will be brought to the job site primarily using Interstate IH-35, a 4-lane federal interstate highway, and FM 1242, a two-lane paved State Road.
 - b. Property Owner will also utilize a back entrance to the northern part of the property for the C.R. 3106 Data Center Project via C.R. 3106 and possibly C.R. 3145 for construction activities, both of which are county roads. Property Owner shall repair all damages to C.R. 3106 and C.R. 3145 from FM 1242 caused by the construction of the C.R. 3106 Data Center Project to repair the county roads to their pre-construction condition (“**County Road Repair Obligations**”).
 - c. Property Owner agrees that both during construction and after completion of the C.R. 3106 Data Center Project, that upon written request by Hill County to make any County Road Repair Obligations, it will make good faith commercially reasonable effort to complete any County Road Repair Obligations in a timely manner. Furthermore, Property Owner understands that should it not complete its County Road Repair Obligations in a timely manner, that Hill County reserves the right to either make or pay for the County Road Repair Obligations itself, and

charge Property Owner for these costs of the specific incomplete County Road Repair Obligations. Should Property Owner not reimburse Hill County for these expenses within 30 days, these costs shall be paid out of the Escrow Deposit held by Hill County and thereafter this specific portion shall be **non-refundable** to Property Owner and paid to Hill County.

- d. Property Owner agrees that the C.R. 3106 Data Center Project will contain a number of retention ponds throughout the site as well as potentially swales and drainage ditches for stormwater runoff. Property Owner agrees the engineering drainage plan for the C.R. 3106 Data Center Project will be designed to help detain runoff, reduce peak discharge of water, and minimize impacts of post development stormwater runoff to neighboring property owners.
- e. Property Owner will pay for all required culverts on the site to execute the drainage plan. Drainage Study for the C.R. 3106 Data Center Project will also evaluate any existing County culverts that are already located within 100 feet of the Property boundary lines of the C.R. 3106 Data Center Project (“Nearby County Drainage Culverts”). Should the drainage plan conducted by an engineer or stormwater specialist show that the Nearby County Drainage Culverts will need to be upsized as a result of a potential increase in stormwater runoff as a direct result of the C.R. 3106 Data Center Project, Property Owner agrees to pay for the costs of installing the new larger drainage culvert.
- f. Upon written request from Hill County, Property Owner will provide a copy of the Drainage plan that specifically pertains to stormwater runoff impacts to Nearby County Drainage Culverts. Should the Drainage Plan show that these Nearby County Drainage Culverts need to be upsized to a particular size to accommodate water flow from the project, and should the Developer have failed to install or pay for these larger upsized culvert, Hill County reserves the right after a 45-day written notice is provided to the Property Owner to proceed with paying for the cost to upsize the culvert consistent with the size outlined in the drainage plan and then invoice the property owner. Should Property Owner not pay this invoice within 30 days, these specific cash funds will be removed from the Escrow Deposit and become fully non-refundable and paid to Hill County.

3. Emergency Response Capability Will No Be Materially Impacted

- a. Property Owner understands that Hill County has a voluntary fire department and does not have the same resources as fire departments staffed with full-time employees and budgets.
- b. Property Owner agrees to make a good faith commercially reasonable effort to install a fire suppression system to help reduce the risk of fire spreading from the C.R. 3106 Data Center Project to neighboring property owners by providing the following:
 - i. Fire hydrants on the property will meet or exceed the following standards: minimum of 20 pounds per square inch water pressure at the hydrant, minimum water flow of 2,000 GPM (1500 GPM in the event that buildings are fully sprinklered) of water flow, and water flow duration of 2 hours.
 - ii. Fire hydrants along the exterior of any Data Center Buildings will be spaced no more than 500 feet apart.

- iii. Upon request by Hill County, Property Owner agrees to meet with local fire department upon completion of construction, and allow Hill County to test the fire hydrants to ensure that they are working properly and consistent with standards set forth herein. Property Owner agrees to make a good faith commercially reasonable effort to correct any issues identified by Hill County to ensure compliance with fire standards set therein.
- iv. Property Owner agrees that should it fail to make any required fire hydrant requested repairs within 45 days after receipt of written notice from Hill County after this completion of construction fire hydrant test, that Hill County reserves the right to make any fire hydrant repairs to ensure that fire hydrants adhere to the standards herein, and can charge the Property owner for these specific costs. Should this invoice not be paid within 30 days, Hill County reserves the right to withhold a portion of the Escrow Deposit to cover Hill County's cost of these expenses and this portion will become non-refundable and paid to Hill County.

4. C.R. 3106 Data Center Project Demonstrates Compliance with Applicable State and Federal Requirements:

- a. In May 2026, Property Owner retained Integrated Environmental Solutions to conduct an inspection to identify any potential "Waters of the United States" to ensure compliance with US Army Corps of Engineer regulations pertaining to protecting Waters of the United States. Field survey identified one potential possible "Water of the United States", which Property Owner is proposing to avoid in its current site plan to avoid any impacts to Waters of the United States.
- b. Property Owner had IES conduct a preliminary field inspection to identify any environmental contaminants or hazardous materials on site. Preliminary field survey did not identify any environmental contaminants or hazardous materials on site.
- c. Property Owner agrees to keep C.R. 3106 Data Center Project in compliance with all state and federal regulations and understands it will need to comply with existing rules and regulations of FEMA, USACE, TCEQ and Prairie Lands Ground Water Conservation District with respect to the construction of this site.

5. Property Owner Agrees C.R. 3106 Data Center Project Will Not Adversely Affect the Public Health, Safety and Welfare:

- a. Property owner agrees that prior to completion of construction, that it will ensure that there are either screening walls or acoustic enclosures or natural berms, or the placement of buildings, that are located directly **between** any generators and residential homes on neighboring property, in all instances where there is a generator located within a quarter of a mile of any existing residential home to help minimize direct noise impacts from the generators for the proposed data center project.
- b. Property Owner also agrees to maintain Insurance during the construction period in accordance herewith, the Property Owner shall maintain, or cause to be maintained, general liability insurance insuring against bodily injury or property damage claims that may arise from or be occasioned by the construction of this C.R. 3106 Data

Center Project. Property Owner shall obtain an insurance policy, according to the provisions hereof, from a reputable insurance company or companies qualified to provide insurance in the State of Texas and that is rated by Best's Insurance Reports not less than "A-"; and such policy of insurance shall have limits for bodily injury or property damage in amounts of not less than \$2,000,000.00 for each occurrence and \$2,000,000.00 annual aggregate. Property Owner agrees that prior to the start of construction of the C.R. 3106 Data Center Project that it will provide Hill County a copy of this policy as evidence that it has met this requirement.

- c. Property Owner has not found any statistical evidence or studies that show the public health, safety and welfare will be adversely affected by this proposed C.R. 3106 Data Center Project. Furthermore, in an effort to be a good neighbor, Property Owner is committing to a number of obligations that it is not legally required to provide, including posting the Escrow Deposit, to provide further assurance to Hill County that it will perform the obligations outlined in this Agreement to ensure the public is not adversely impacted.

6. Right to Develop C.R. 3106 Data Center Project

- a. Hill County agrees Property Owner and the C.R. 3106 Data Center Project are fully exempt from the Moratorium and any future moratoriums through the Moratorium's allowance for a waiver as set forth herein in lieu of Property Owner filing a lawsuit against Hill County challenging the Moratorium. Hill County agrees that upon execution of this Agreement, Property Owner shall have the right to construct the C.R. 3106 Data Center Project in Hill County on the entire property located in Exhibit A, subject **only** to adhering to its specific defined obligations in this Agreement and shall **not** be subject to the Moratorium or any future moratoriums and/or any other future county rules, laws, restrictions or other attempts of any kind to prohibit construction of data centers in Hill County, TX and/or a data center located on the entire property located in Exhibit A. The Parties agree this Agreement is not contingent upon the legality and validity of the Moratorium.

7. Miscellaneous

- a. Modification or Amendment. This Agreement may not be modified or amended, in whole or in part, or terminated, except with the consent of each Party, or their successors and assigns in title, and then only by a written instrument duly executed by each Party.
- b. Binding Effect; Covenants Running with Land; Successors and Assigns. The terms of this Agreement shall constitute covenants running with the land and shall bind the real estate described herein and inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns and all persons now owning or holding or hereafter acquiring any interest in the property identified in Exhibit A for construction of the C.R. 3106 Data Center Project. However, for the avoidance of doubt, after the construction of the C.R. 3106 Data Center Project and Hill County return of any refundable Property Owner Escrow Deposit to Property Owner, both Parties agree that this Agreement shall then be fully terminated and

neither party will have any further obligations under this Agreement. Additionally, for the avoidance of doubt, the Property Owner will only need to adhere to these obligations in the event of a construction of a data center on the property, and these obligations shall not be applicable to any other potential uses of the property. Additionally, for the avoidance of doubt, should the Property Owner sell convey or transfer all or the majority of the property, these rights and obligations shall be assigned in writing to the new owner. The Parties agree consent from Hill County is not required for the Property Owner to assign the rights and obligations of this Agreement. Once this Agreement is assigned, Hill County agrees the Property Owner, shall no longer have any obligations with respect to this Agreement.

- c. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same agreement. The executed signature pages of any counterpart hereof may be appended or attached to any other counterpart hereof; and, *provided* that all Parties hereto shall have executed a counterpart hereof, this Agreement shall be valid and binding upon the Parties notwithstanding the fact that the execution of all Parties may not be reflected upon any one single counterpart. For the avoidance of doubt, a majority vote by the Hill County, TX County Commissioners shall constitute an approval of this Waiver of this Moratorium and all future moratoriums.
- d. Notices. Any notice or communication required or permitted hereunder will be given in writing, sent by (a) personal delivery; (b) a nationally-recognized overnight service via overnight service; (c) United States Mail, postage prepaid, registered or certified mail; *provided* that, United States Mail may not be utilized for any notices required to be provided to any notice Party located at an address outside of the United States, or (d) e-mail with a follow-up copy sent by one of the means specified in clauses **Error! Reference source not found.** through **Error! Reference source not found.**. Any such notice or communication will be deemed to have been given (i) at the time of personal delivery; or (ii) one (1) business day following deposit with such nationally-recognized overnight delivery service; or (iii) three (3) business days following deposit in the United States Mail; or (iv) on the date of sending by email if sent during business hours on a business day, otherwise on the following business day. Legal counsel to a Party may deliver notices or communications on behalf of its client. If a Party has multiple notice parties at the same physical address, such notices may be delivered in one transmittal to such physical address. For purposes of notice, the addressees of the parties will be as set forth below; *provided, however*, that any Party will have the right to change its address for notice hereunder to any other location within the United States by the giving of ten (10) business days' notice to the other Parties in the manner set forth hereinabove:

Property Owner:

Abbott Land Holdings, LLC

Attn: Justin Griffin

(Due to Confidentiality reasons, Property Owner will separately provide Hill County appropriate contact info.)

Hill County:

With a Copy to: Hill County, TX

And with a Copy to:

- e. Headings. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.
- f. Construction. Each Party hereto hereby acknowledges that this Agreement has not been procured by and no Party hereto has acted under fraud, duress or compulsion (whether legal, economic or otherwise), or overreaching. Each Party hereto has carefully read this Agreement and is completely aware not only of its contents but also of its legal effects. The terms, provisions and conditions of this Agreement represent the results of negotiations between the Parties. Accordingly, the terms, provisions and conditions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the Parties expressly, knowingly and voluntarily waive the application, in connection with the interpretation and construction of this Agreement, of any rule of law or procedure to the effect that ambiguous or conflicting terms, conditions or provisions shall be interpreted or construed against the Party whose attorney prepared the executed version or any prior draft of this Agreement.
- g. Other Improvements. Notwithstanding anything to the contrary contained herein, the scope of this Agreement is limited to the specific items identified in this agreement, and is not intended to create approval rights over construction and/or engineering plans or any liability for costs or expenses in connection with the construction and/or installation of utility lines, access roads or other improvements or upgrades that are not specifically discussed in this Agreement.
- h. Exhibits. The following Exhibits are attached hereto and incorporated into this Agreement:
 - i. Exhibit A: Identification of 270 acres in Hill County, Texas for the C.R. 3106 Data Center Project

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

EXECUTED to be effective as of the Effective Date.

Abbott Land Holdings, LLC, a Texas limited liability company

By: _____
Name: Justin Griffin
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of June 4th, 2026 by Justin Griffin, Manager of Abbott Land Holdings, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

Exhibit A

Legal Description of the ~270 Acres for the Proposed C.R. 3106 Data Center Project located in Hill County, TX.

Survey of approximately 271.236 acres of certain lot, tract, or parcel of land including the following tracts located in Hill County, TX:

- 1) 138.448 acres out of the J. Cox Survey A-175 (Hill County, TX Property ID: 108569)
- 2) 99.766 acres out of the John Mills Survey A-62 (Hill County, TX Property ID: 109001)
- 3) 31.942 acres out of the B.R. Norvell survey A-688 (Hill County, TX Property ID: 109033)
- 4) 1.080 acres out of the T.Vivion Survey (A-928)

Said land is part of that certain 346.56 acre tract described in a deed from Richard Kazda to J.P Griffin Family Limited Partnership recorded in Vol 1177, Page 421 of the Official Public records, Hill County, TX and being more particularly described herein.

Exhibit A Continued:
Further map depiction of the ~270 acres located in Hill County, TX

Property Map (Close Up)

