

**Resolution authorizing an agreement with Epic Y-Grade Logistics, L.P., under Chapter 212 of the Texas Local Government Code, relating to the development of property in the City's extraterritorial jurisdiction**

WHEREAS, Epic Y-Grade Logistics, L.P. ("Epic") has purchased certain property within the extra-territorial jurisdiction of the City of Corpus Christi, which it intends to develop for industrial purposes;

WHEREAS, Epic has agreed to allow the property to become part of a new Industrial District known as Industrial District No. 4 and to enter into Industrial District Agreement No. 102 with the City;

WHEREAS, the City and Epic desire to lay out the regulations that will be applicable to the development and set certain requirements for the development in accordance with section 212.172 of the Texas Local Government Code;

WHEREAS, Epic has agreed to be bound by the terms of an agreement with the City under Chapter 212 of the Texas Local Government Code, which includes certain provisions related to the construction of public infrastructure; and

WHEREAS, the City finds that it is in the best interest of the City to enter into the agreement with Epic to set out the requirements of the development and memorialize the agreement that Epic provide said public infrastructure.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:**

**SECTION 1.** That the findings of the City Council and its actions approving this Resolution taken at the council meeting are hereby approved and adopted.

**SECTION 2.** That the City Manager, or designee, is authorized to execute a Chapter 212 **Development Agreement** with Epic Y-Grade Logistics, L.P., relating to the development of property in the City's extraterritorial jurisdiction. A copy of said agreement is attached hereto.

**ATTEST:**

**THE CITY OF CORPUS CHRISTI**

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Rebecca Huerta  
City Secretary

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Joe McComb  
Mayor

Corpus Christi, Texas

\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_

The above resolution was passed by the following vote:

Joe McComb \_\_\_\_\_

Roland Barrera \_\_\_\_\_

Rudy Garza \_\_\_\_\_

Paulette M. Guajardo \_\_\_\_\_

Gil Hernandez \_\_\_\_\_

Michael Hunter \_\_\_\_\_

Ben Molina \_\_\_\_\_

Everett Roy \_\_\_\_\_

Greg Smith \_\_\_\_\_

## DEVELOPMENT AGREEMENT

STATE OF TEXAS           §  
                                     §  
COUNTY OF NUECES     §

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipality, (hereinafter referred to as "City"), and Epic Y-Grade Logistics, LP, its successors and assigns (hereinafter referred to as "Owner"), for the purpose of setting forth the terms and obligations between City and Owner (hereinafter referred to collectively as the "Parties"), with respect to the development of two tracts of land totaling approximately 497.80 acres of land in the extraterritorial jurisdiction of the City of Corpus Christi, Texas; Tract 1 being approximately 297.80 acres of land as described in the attached Exhibit "A" and Tract 2 being approximately 200 acres of land as described in the attached Exhibit "B" (hereinafter collectively the "Property").

### RECITALS

WHEREAS, the City is a home rule municipal corporation of the State of Texas; and

WHEREAS, Owner is a Texas limited partnership; and

WHEREAS, Owner and the City are sometimes individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, the Property, insofar as it will be developed, is located wholly within the extraterritorial jurisdiction ("ETJ") of the City and not within the ETJ or corporate limits of any other town or city; and

WHEREAS, Owner intends to develop the Property for industrial purposes as contemplated by Ordinance 15898 approved November 26, 1980, as amended, in accordance with a general development plan ("GDP") as subsequently described herein; and

WHEREAS, Owner and City desire the Property to be included within the boundaries of either Industrial District No. 2, as amended or to be amended or a new Industrial District to be created by the City pursuant to Section 42.044 of the Texas Local Government Code and in conformity with City Ordinance No. 15898, as amended; and

WHEREAS, Owner will enter into an Industrial District Agreement ("IDA") with the City to govern the future use of the Property and to maintain the extraterritorial jurisdiction of the Property; and

WHEREAS, Owner has entered into an agreement with Terminal Refinery Fire Services for fire protection for the Property; and

WHEREAS, the Parties intend for the Property to be developed in one or more phases within the City's ETJ as part of an Industrial District, and that, in accordance with the IDA, the City will not exercise any jurisdiction over the development of the Property other than the design,

construction, installation, and inspection of water and specified roadway public infrastructure (“Public Infrastructure”) to serve the Property so long as the Owner complies with all ordinances related to the use of the City’s utility services or waste disposal services if they are provided and does not subdivide the land; and

WHEREAS, the Parties intend that this Agreement be a development agreement as provided for by Section 212.172 of the Texas Local Government Code; and

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

1. General Development Plan.

1.01 Description of the Property. Owner’s Property is approximately 497.80 acres of land located in the ETJ of the City of Corpus Christi, Nueces County, Texas as more fully described in Exhibits “A” and “B” and as depicted on the survey plats attached hereto as Exhibits “C” and “D”. Owner will provide a complete schedule of Nueces County Appraisal District account numbers and geographic identification numbers for all tracts prior to the date of execution of the IDA between the Owner and the City.

1.02 Development of the Property shall be governed solely by the GDP and the following regulations (collectively, the “Governing Regulations”):

1.02.1 The exhibit for the GDP is attached hereto as Exhibit “E”, as amended from time to time in accordance with this Agreement (which GDP is a development plan for purposes of Section 212.172 (b) (2) of the Texas Local Government Code);

1.02.2 Public Road Infrastructure. Subject to any future amendments to the Urban Transportation Plan (“UTP”), Owner will dedicate the entire right of way, in so far as it traverses Owner’s Property, being 125 feet in width, for the future arterial road labeled as Southern Oak Road on the UTP (“Southern Oak Road”) at such time as the City provides notice to Owner that the property to the south of the future Southern Oak Road has been platted for development or subdivision or a request to open that road and commence construction of Southern Oak Road has been made in connection with a planned development of adjoining property. Owner will not be responsible for payment for the acquisition of any other right of way for Southern Oak Road. Owner will be responsible for payment of one-half of the necessary construction cost for Southern Oak Road to the standards of a rural cross section (“Owner’s Roadway Share”) as such road is located on the right-of-way to be dedicated to the public by Owner. Owner’s Roadway Share shall be due and payable in installments when payments are required to be made under contracts for the construction of Southern Oak Road (copies of which contracts shall be provided to Owner). No installment payment shall exceed 50% of the contract payment that is due. Failure of Owner to comply with this provision shall be considered a petition for annexation of the Property by the City in accordance with Chapter 43 of the Texas Local Government Code, or any future legislation. Failure to comply with this provision will also

be considered consent to annexation of the Property by the City regardless of the existence of any IDA between the Parties.

1.02.3 Continuing Obligation of Owner. The agreement of the Owner to pay the Owner's Roadway Share for Southern Oak Road shall be a continuing obligation of the Owner of the Property and such obligation will be a real covenant running with the title to the land binding upon the Property, the Parties, their grantees, successors, trustees and assigns and all others holding any interest in the Property now or in the future in the proportion each Owner's acreage bears to the total acreage of the Property. The Owner's obligation shall be assignable as set out in Section 4.02 below.

1.02.4 Water Utility Rules. Connection of the Property to the City's potable water mains will be subject to the payment to the City of the capital recovery fees ("Impact Fees") and charges for retail water service necessitated by and attributable to the development of the Property subject to the provisions set forth in this Agreement. With the exception of Impact Fees for water, no other impact fees, capital recovery fees or charges of any kind or assessments shall be charged in connection with the development of the Property unless agreed to by Owner. Water infrastructure to be constructed by Owner shall be designed and constructed to comply with the City Utility Code;

1.02.5 Water Infrastructure Obligations of Owner. Owner will provide easements for, and tender for dedication to and acceptance by the City, underground water utility easements as shown on the GDP. Owner will construct the potable water Public Infrastructure required to serve the Property including, but not limited to, any off-site extension required to extend water service to the Property and the water main extension loop as shown on the GDP. Owner shall have the potable water extension completed and accepted by City prior to first application for water service within the Property.

1.02.6 Building Permits. City will not require a building permit or certificate of occupancy for any improvements on the Property.

1.02.7 City Fees. Development of the Property will not be subject to payment to the City of any fees and charges in connection with the approval of any development of the Property other than those directly connected with the issuance of water utility connection permits and according to the fee schedule adopted by the City Council and in effect on the submittal date of each application for a water utility connection. The fees applicable to the Property shall be uniformly applicable to all development within the boundaries of an Industrial District of the City except as expressly modified herein.

1.03 Minor Revisions. The City Manager of the City has the authority to administratively approve "minor revisions" to the GDP to: (a) adjust right-of-way dedications for water utility easements or road ways, or (b) modify water infrastructure to serve other facilities constructed within the Property.

1.04 Jurisdiction. The City covenants that for so long as the Owner does not subdivide the Property the City will not exercise any jurisdiction over the review and approval of any development plats which may be required by Nueces County. The City's sole jurisdiction and

regulation will be limited to the design, construction, installation and inspection of public water supply infrastructure and the dedication and construction of one public roadway as described in the GDP. In the event of any conflict between this Agreement and the Interlocal Agreement between the City and Nueces County, this Agreement shall control.

2. Utility Services.

2.01 Water Service Capacity. The City agrees to provide such information as is within the possession or control of the City to establish that water service capacity to the Property can be designed to provide for delivery of 1,875 gallons per minute ("GPM") at full build out of all phases, with a minimum flow rate of not less than 625 GPM from the City's existing system. Owner will not be required to extend a water main from the Owner's planned tap on the Property along Violet Road, along the proposed Southern Oak Road or through the Property to any other point. The cost of retail water service to the Property, if provided by the City, shall be based on a standard utility cost of service study and shall not exceed the City's industrial rate charged in Industrial District 2.

2.02 Waste Water Service. The City agrees that waste water service to the Property will be supplied by an on-site septic facility ("OSSF") licensed pursuant to State of Texas standards and permitted by the Nueces County Health Department. The Owner will not construct, extend or connect to any City sanitary sewer main.

3. Jurisdictional Status.

3.01 Addition of Property to Industrial District. The Owner consents to the inclusion of the Property in an Industrial District by the appropriate action of the City Council, and the Parties will take such additional actions as are necessary to cause the Property to be added to an Industrial District and enter into an appropriate IDA.

4. General Provisions.

4.01 Duration. This Agreement shall run concurrently with the term of the IDA.

4.02 Assignment by Owner to Successor Owners. Owner has the right to assign all or part of its obligations, rights, title, or interests under this Agreement to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by Owner and Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to all Parties within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that Owner shall be released from performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Owner shall not be released until the City receives such assignment. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain written records of all assignments, including a copy of each executed assignment and the Assignee's Notice information, and, upon written request from any Party or Assignee, shall provide a copy of

such records to the requesting person or entity. An Assignee shall be considered a "Party" to this Agreement.

4.03 Encumbrance by Owner and Assignees. Owner and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders (each, a "Lender") without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any Lender to perform any obligations or incur any liability under this Agreement unless the Lender agrees in writing to perform such obligations or incur such liability. When the City has been given a copy of all documents creating the Lender's interest, including Notice (hereinafter defined) information for the Lender, the City shall deliver Notice to Lender of any default concurrently with the delivery of Notice to a defaulting Party. Notwithstanding the foregoing, however, nothing in this section or elsewhere in this Agreement shall create any encumbrance or lien against any property owned by the City.

4.04 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement, all amendments hereto and all assignments of this Agreement shall be promptly recorded in the deed records of Nueces County. This Agreement, when recorded, shall be a covenant running with the land and binding upon the Property, the Parties, their grantees, successors, trustees and assigns and all others holding any interest in the Property now or in the future.

4.05 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. If it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

4.06 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by resolution or ordinance duly adopted by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner, that the individual executing this Agreement on behalf of Owner has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by Section 212.171 of the Texas Local Government Code.

4.07 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions. No provision of this Agreement may be waived except by writing signed by the Party

waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

4.08 Entire Agreement; Severability. This Agreement, along with the IDA between the Parties, constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties or their Assignees. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances except to the extent that the severed provision(s) is a dependent substantive term the removal of which affects the intent and effect of the remaining provisions.

4.09 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the tenth (10th) business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail. Notices given pursuant to this section shall be addressed as follows:

If to the City:

For Overnight Mail or Hand Delivery:

Office of the City Manager  
Attn: City Manager  
1201 Leopard Street  
Corpus Christi, TX 78401

For Regular Mail:

P.O. Box 9277 Corpus Christi, TX 78649

With a copy to:

Mr. Miles Risley, City Attorney  
1201 Leopard Street  
Corpus Christi, TX 78401

P.O. Box 9277  
Corpus Christi, TX 78469

And a copy to: City Secretary  
1201 Leopard Street  
Corpus Christi, TX 78401

P.O. Box 9277  
Corpus Christi, TX 78649

If to Owner Epic Y-Grade Logistics, LP  
Attn. Mr. Robert W. Smith, Sr. VP  
18615 Tuscany Stone, Suite 300  
San Antonio, Texas 78258

With a copy to: Mr. Nick Fransen  
842 Cantwell Ln.  
Corpus Christi, Texas 78408

And a copy to: Branscomb|PC  
Attn. Grady B. Jolley  
711 Navarro Street, Suite 500  
San Antonio, Texas 78204

4.010 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Nueces County, Texas. Venue for any action to enforce or construe this Agreement shall also be in Nueces County.

4.011 No Third Party Beneficiaries. This Agreement inures only to the benefit of, and may only be enforced by, the Parties and any successor or assign of the Owner. A Lender shall be considered a third-party beneficiary of this Agreement, but only for the limited purposes for which such Lender is bound by this Agreement. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

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

4.013 Exhibits. The following Exhibits to this Agreement are incorporated herein by reference for all purposes:

Exhibit A Legal Description of Tract 1

Exhibit B Legal Description of Tract 2

Exhibit C Survey Plat of Tract 1

Exhibit D Survey Plat of Tract 2

Exhibit E      General Development Plan

Regardless of the date this Agreement is executed, the “Effective Date” shall be the date on which City Council has approved an appropriate resolution authorizing the execution of this Agreement by the City official designated therein.

Executed to be effective on the Effective Date.

CITY OF CORPUS CHRISTI

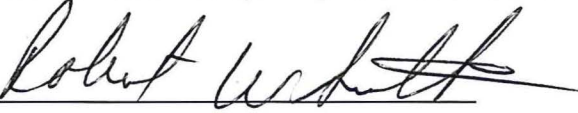
By:\_\_\_\_\_

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

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

EPIC Y-GRADE LOGISTICS, LP

By: EPIC Y-GRADE GP, LLC, its General Partner

By: 

Name: ROBERT W SMITH

Title: SR VP

STATE OF TEXAS       §  
                                  §  
COUNTY OF NUECES   §

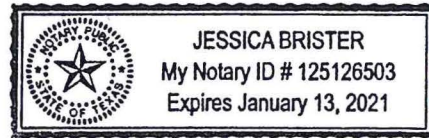
      This instrument was acknowledged before me on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2019, by \_\_\_\_\_, \_\_\_\_\_, on behalf of  
City of Corpus Christi.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF NUECES   §

This instrument was acknowledged before me on the 12<sup>th</sup> day of March, 2019, by Robert Smith, Senior Vice President of EPIC-Y Grade GP, LLC, as general partner, on behalf of EPIC-Y Grade Logistics, LP.

Jessica Brister  
Notary Public, State of Texas  
My commission expires: January 13, 2021



# EXHIBIT A

## LEGAL DESCRIPTION

Being all of Lots 1, 2 & 5 of the *J.A. Hunter Subdivision of the J.A. Hunter Tract*, as shown in Volume 3, Page 27 in the Map Records of Nueces County, Texas, being the same tract as conveyed to Clara Driscoll Sevier in Volume 199, Page 475 in the Deed Records of Nueces County, Texas, Less & Except a called 1.802 acre tract, as conveyed to the State of Texas in Volume 547, Page 595 in the Deed Records of Nueces County, Texas. Said Tract being out of the "EL DIEZMERO" GREGORIO FARIAS Survey No. 599, Abstract No. 592, with the Point of Beginning being located approximately 3.90 miles N 60° 06' E, from Robstown, Texas. This said 297.80 acre tract being more particularly described as follows:

**BEGINNING** at a 1" iron bar (X=1,270,865.82 & Y=17,187,506.53) found on the North line of a called 209.122 acre tract, as conveyed to HAC Materials, LTD. In Document #2013016795 in the Official Public Records of Nueces County, Texas, being the Southeast corner of a called 200 acre tract, as conveyed to Thomas M. Bernsen and Delores Hill Bernsen, described as Tract 4 in Document #2005035072 in the Official Public Records of Nueces County, Texas, same being the Southeast corner of Lot 3 of said Subdivision and the Southwest corner of said Lot 2, for the Southwest corner of this herein described tract;

**THENCE** N 01° 04' 47" W, a distance of 2,153.71 feet (called N 00° 28' 30" W – 2,153.95') to a 1" iron bar found for an interior corner of said 200 acre tract, being the Northeast corner of said Lot 3 and the Northwest corner of said Lot 2, for an exterior corner of this herein described tract;

**THENCE** N 89° 33' 49" E, a distance of 319.63 feet (called S 89° 50' 00" E – 319.27') to a 1" iron bar in concrete found on the North line of said Lot 2, being an exterior corner of said 200 acre tract, for the Southeast corner of Lot 4 of said Subdivision and the Southwest corner of said Lot 5, for an interior corner of this herein described tract;

**THENCE** N 01° 04' 23" W, a distance of 1,859.93 feet (called N 00° 28' 30" W – 1,860.08') to a 1" iron bar found on the South line of Lot 6 of said Subdivision, same being the South line of a called 213.554 acre tract, as conveyed to 4 J Land, LTD, described as Tract II in Document #2015004604 in the Official Public Records of Nueces County, Texas, being the Northeast corner of said Lot 4, the Northeast corner of said 200 acre tract, the Northwest corner of said Lot 5 and the Northwest corner of this herein described tract;

**THENCE** N 89° 13' 50" E, a distance of 1,095.44 feet (called S 89° 50' 00" E – 1,093.85') to a 5/8" iron rod with plastic cap stamped Bass and Welsh found on the Southwest line of a called 48.589 acre tract, as conveyed to Herbert L. Holcomb and Yvette D. Holcomb in Document # 830913 in the Official Public Records of Nueces County, Texas, being the Southeast corner of said Lot 6 and said 213.554 acre tract, being the upper Northeast corner of Lot 5 and of this herein described tract;

**THENCE** S 53° 55' 07" E, a distance of 3,467.55 feet (called S 53° 15' 00" E) to a 5/8" iron rod with plastic cap stamped #5652 set on the West Right of Way of F.M. 24 (Violet Road), for the Southeast corner of said 48.589 acre tract, being on the upper East line of said Lot 1, for the Northwest corner of a called 1.802 acre tract, as conveyed to the State of Texas in Volume 547, Page 595 in the Deed Records of Nueces County, Texas, for the Northeast corner of this herein described tract;

**THENCE** S 09° 38' 59" W, with the West line of said F.M. 24 (Violet Road) a distance of 1,977.50 feet (called S 10° 22' W) to a 5/8" iron rod (0.16 feet Southwest of a 1/2" iron rod with plastic cap stamped CDS Muery) found on the South line of said Lot 1 and the West Right of Way of F.M. 24 (Violet Road), being the Southwest corner of said 1.802 acre tract and the Northeast corner of a called 246.302 acre tract, as conveyed to Equistar Chemicals, LP in Document #1999027620 in the Official Public Records of Nueces County, Texas, for the Southeast corner of this herein described tract;

**THENCE** S 89° 22' 27" W, a distance of 3,076.73 feet (called N 89° 50' W) to a 5/8" iron rod found on the South line of said Lot 1, for the Northwest corner of said 246.302 acre tract and the Northeast corner of said 209.122 acre tract, for a corner of this herein described tract;

**THENCE** S 89° 37' 33" W, (called N 89° 50' W) a distance of 733.93 feet to the **POINT OF BEGINNING** and containing 297.80 acres of land, more or less.

## EXHIBIT B Legal Description

Being all of Lots 3 & 4 of the **J.A. Hunter Subdivision of the J.A. Hunter Tract**, as shown in Volume 3, Page 27 in the Map Records of Nueces County, Texas, being the same tract as conveying partial interest to Thomas M. Bernsen and Delores Hill Bernsen, described as Tract 4 in Document #2005035072 in the Official Public Records of Nueces County, Texas, Less & Except a called 2.50 acre tract, as surveyed for Thomas Marvin Bernsen, et al, shown as (5) 0.50 acre lots "A" thru "E" in Volume 1402, Page 474 in the Deed Records of Nueces County, Texas, Less & Except a called 1.198 acre tract, as conveyed to the State of Texas in Volume 659, Page 178 in the Deed Records of Nueces County, Texas. Said Tract being out of the **"EL DIEZMERO" GREGORIO FARIAS** Survey No. 599, Abstract No. 592, with the Point of Beginning being located approximately 3.90 miles, N 60° 06' E, from Robstown, Texas. This said 196.52 acre tract being more particularly described as follows:

**BEGINNING** at a 1" iron bar (X=1,270,865.82 & Y=17,187,506.53) found on the North line of a called 209.122 acre tract, as conveyed to HAC Materials, LTD. In Document #2013016795 in the Official Public Records of Nueces County, Texas, being the Southwest corner of a called 297.80 acre tract, as conveyed to EPIC Y-Grade Logistics, LP, in Document #2018013202 in the Official Public Records of Nueces County, Texas, same being the Southeast corner of Lot 3 of said Subdivision and the Southwest corner of said Lot 2, for the Southeast corner of this herein described tract;

**THENCE** N 01° 04' 47" W, a distance of 2,153.71 feet (called N 00° 28' 30" W – 2,153.95') to a 1" iron bar found for an exterior corner of said 297.80 acre tract, being the Northeast corner of said Lot 3 and the Northwest corner of said Lot 2, for an interior corner of this herein described tract;

**THENCE** N 89° 33' 49" E, a distance of 319.63 feet (called S 89° 50' 00" E – 319.27') to a 1" iron bar in concrete found on the North line of said Lot 2, being an interior corner of said 297.80 acre tract, for the Southeast corner of Lot 4 of said Subdivision and the Southwest corner of said Lot 5, for an exterior corner of this herein described tract;

**THENCE** N 01° 04' 23" W, a distance of 1,859.93 feet (called N 00° 28' 30" W – 1,860.08') to a 1" iron bar found on the South line of Lot 6 of said Subdivision, same being the South line of a called 213.554 acre tract, as conveyed to 4 J Land, LTD, described as Tract II in Document #2015004604 in the Official Public Records of Nueces County, Texas, being the Northeast corner of said Lot 4, the Northwest corner of said 297.80 acre tract, the Northwest corner of said Lot 5 and the Northeast corner of this herein described tract;

**THENCE** S 89° 29' 28" W, at 2,298.33 feet a found 5/8" iron rod 0.18 feet right, continuing for a total distance of 2,328.12 feet to a point on the North line of said Lot 4 and South line of said Lot 6, being on the East Right of Way of F.M. 1694 (Callicoate Road), being the Northeast corner of said 1.198 acre tract, for the Northwest corner of this herein described tract, from which, a found 1/2" iron rod bears: S 89° 29' 28" W - 2.44 feet;

**THENCE** S 00° 54' 03" E, (called S 00° 28' 30" E), a distance of 1,858.99 feet to a point on the East Right of Way of F.M. 1694 (Callicoate Road), for the Northwest corner of said 2.50 acre tract, for a corner of this herein described tract;

**THENCE** N 89° 43' 17" E, (called S 89° 50' E – 198'), a distance of 198.09 feet to a 1/2" iron rod found for the Northeast corner of said 2.50 acre tract, for an interior corner of this herein described tract;

**THENCE** S 00° 54' 03" E, (called S 00° 28' 30" E – 550'), at 2.07 feet a found 5/8" iron bar 0.35 feet right, Continuing for a total distance of 550.00 feet to a point for the Southeast corner of said 2.50 acre tract, for an interior corner of this herein described tract;

## EXHIBIT B

(Continued)

**THENCE** S 89° 42' 08" W, (called N 89° 50' W – 198'), a distance of 198.09 feet to a point on the East Right of Way of F.M. 1694 (Callicoate Road), for the Southwest corner of said 2.50 acre tract, for a corner of this herein described tract, from which, a found 1/2" iron pipe bears: S 88° 21' 40" W - 1.06 feet;

**THENCE** S 00° 54' 03" E, (called S 00° 28' 30" E), a distance of 1,594.63 feet to a highway concrete monument found on the South line of said Lot 3, being on the East Right of Way of F.M. 1694 (Callicoate Road), for the Southeast corner of said 1.198 acre tract, for the Southwest corner of this herein described tract;

**THENCE** N 89° 45' 31" E, (called S 89 ° 50' E) at 3.46 feet a 5/8" iron rod in concrete found to the left 0.12 feet, at 6.76 feet passing a highway concrete monument, for a total distance of 2,020.89 feet to the **POINT OF BEGINNING** and containing 196.52 acres of land, more or less, within these metes and bounds.

# **EXHIBIT C**

## **Survey of Tract 1**



**EXHIBIT D**

**Survey of Tract 2**

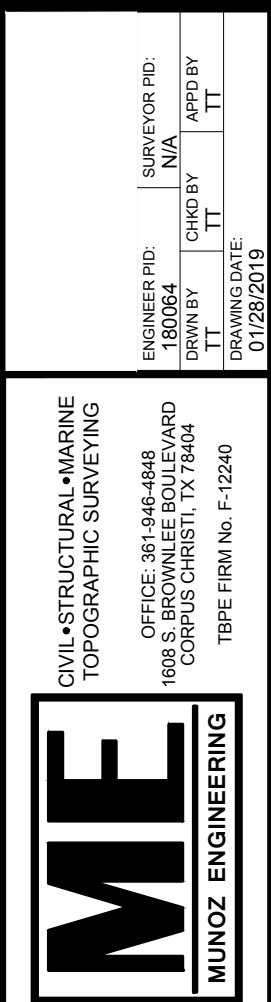
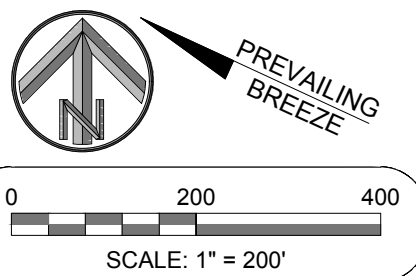


**EXHIBIT E**

**General Development Plan**

P1 - BERNSEN DELORES & LORENA ESCAMILLA, HUNTER J A. 5 AC OUT OF NW COR LT 3 TR A, DOC NO. 2017027023, OPRNCT P2 - BERNSEN DELORES & LORENA ESCAMILLA, HUNTER J A. 5 AC OUT OF NW COR LT 3 TR B, DOC NO. 2017027023, OPRNCT P3 - BERNSEN DELORES & LORENA ESCAMILLA, HUNTER J A. 5 AC OUT OF NW COR LT 3 TR C, DOC NO. 2017027023, OPRNCT P4 - MICHAEL MENDEZ, HUNTER J A. 5 AC OUT OF NW COR LT 3 TR D, DOC NO. 2017027023, OPRNCT P5 - DIMAS MAGANA, HUNTER J A. 5 AC OUT OF NW COR LT 3 TR D, DOC NO. 2017012458, OPRNCT

LINE TABLE		
LINE ID	LENGTH	BEARING
L3	111.68'	N9° 39' 13.08"E
L2	114.05'	N68° 30' 39.77"E
L1	114.05'	N68° 30' 39.77"E



**GENERAL DEVELOPMENT PLAN OF  
EPIC Y-GRADE  
NUECES COUNTY, TEXAS.**