

RESOLUTION NO. 25-104

A RESOLUTION OF THE CITY OF SWEENEY, TEXAS, APPROVING AN ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT BY AND BETWEEN THE SWEENEY ECONOMIC DEVELOPMENT CORPORATION, A TYPE B DEVELOPMENT CORPORATION OPERATING PURSUANT TO CHAPTER 505 OF THE TEXAS LOCAL GOVERNMENT CODE AND EQUIPMENTSHARE.COM INC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sweeny Economic Development Corporation (the SEDC) is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended, and Equipmentsshare.com Inc. who desires to operate an equipment rental company within the city limits of the City of Sweeny, Texas; and

WHEREAS, the SEDC desires to enter an Economic Incentive and Development Agreement, a copy of which is attached as Exhibit "A" and is incorporated herein for all purposes, with Equipmentsshare.com, Inc., to construct and operate an equipment rental business on a 7.678 acre tract of land located in the Sweeny Economic Development Park addition; and

WHEREAS, Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Sweeny, Texas, to consider for approval all programs and expenditures of the SEDC.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF SWEENEY, TEXAS:

Section One (1): The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section Two (2): That the City Council of the City of Sweeny, Texas, does hereby approve and authorize the execution of the Performance Agreement by and between the SEDC and Equipmentsshare.com Inc., a copy of which is attached hereto and incorporated herein for all purposes.

Section Three (3): This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this _____ day of _____, 2025.

DUSTY HOPKINS, Mayor of the
City of Sweeny, Texas

ATTEST:

KAYDI SMITH, City Secretary

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between the **SWEENY ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “EDC”), and **EQUIPMENTSHARE.COM INC**, a Delaware corporation (hereinafter referred to as “Developer”), is made and executed on the following recitals, terms and conditions.

WHEREAS, the EDC is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are: (1) for the creation or retention of primary jobs; and (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; . . . (F) recycling facilities; . . . (I) distribution centers; (J) small warehouse facilities capable of serving as decentralized storage and distribution centers; (K) primary job training facilities for use by institutions of higher education; or (L) regional or national corporate headquarters facilities”; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Developer has applied to the EDC for economic development assistance necessary to construct and operate a shop, warehouse, wash bay, office, and stabilized yard for its Advanced Solutions division to be located on an approximately 7.678 acre tract of land in the Sweeny Economic Development Park addition, an addition to the City of Sweeny, Brazoria County, Texas (hereinafter referred to as the “Property”); and

WHEREAS, the EDC’s Board of Directors have determined the economic development assistance to be provided to Developer pursuant to this Agreement is consistent and meets the definition of “project” as that term is defined in Sections 501.101 and 501.103 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Sweeny, Texas, to approve all programs and expenditures of the EDC, and accordingly this Agreement is not effective until City Council has approved this project at a City Council meeting called and held for that purpose.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and

other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the EDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2040**, unless terminated sooner under the provisions hereof. If the aggregate taxable sales from the Property during the Term of this Agreement equals or exceeds **Two Hundred Fourteen Thousand, Nine Hundred Eighty-Four and No/100 Dollars (\$214,984.00)** with proof acceptable to the EDC for taxable sales any time on or before **December 31, 2028**, this Agreement shall terminate automatically without further notice to either party.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **Developer.** The word “Developer” means Equipmentsshare.com Inc, a Delaware corporation, its successors and assigns, whose address for the purposes of this Agreement is 5710 Bull Run, Columbia, Missouri 65201.
- (d) **EDC.** The term “EDC” means the Sweeny Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 111 W. 3rd Street, Sweeny, Texas 77480.
- (e) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer and the EDC.
- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (g) **Full-Time Equivalent Employment Position.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and

include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.

- (h) **Property.** The word “Property” means the approximately 7.678 acre tract of land in the Sweeny Economic Development Park addition, an addition to the City of Sweeny, Brazoria County, Texas, as generally described and/or depicted in ***Exhibit A*** of this Agreement, which is attached hereto and is incorporated herein for all purposes.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of the construction of a shop, warehouse, wash bay, office, and stabilized yard, consisting of a minimum 12,000 square foot building with 2,500 square feet of conditioned space, located on the Property, and which meet the definition of “project” as that term is defined in Sections 501.101 and 501.103 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act.
- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

Developer covenants and agrees with EDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Qualified Expenditures.** Developer covenants and agrees to commence construction of the Qualified Expenditures within 120 days of the EDC’s completion of the road and utilities leading to the Property. Further, Developer covenants and agrees to complete construction of the shop, warehouse, wash bay, office, and stabilized yard within eighteen (18) months of the City of Sweeny’s completion of the road and utilities leading to the Property. Developer may begin construction on the Effective Date, and the City of Sweeny will work in good faith to minimize the disruption of the Developer’s construction of the Qualified Expenditures while the City of Sweeny is completing the road and utilities leading to the Property.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to apply for or cause to be obtained within eighteen (18) months of the EDC’s completion of the road and utilities leading to the Property, a certificate of occupancy from the City of Sweeny, Texas, for a shop, warehouse, wash bay, office, and stabilized yard located on the Property.
- (c) **Operate Shop, Warehouse, Office, and Yard.** Developer covenants and agrees to maintain and operate the shop, warehouse, office, and yard located on the Property starting no later than eighteen (18) months of the EDC’s completion of the road and utilities leading to the Property, and during the Term of this Agreement.
- (d) **Job Creation and Retention.** Developer covenants and agrees during the Term of this

Agreement to employ and maintain a minimum of seven (7) Full-Time Equivalent Employment Positions working at the Property. Additionally, Developer covenants and agrees to employ and maintain a minimum of thirteen (13) additional Full-Time Equivalent Employment Positions working at the Property by **December 31, 2040**. Developer covenants and agrees on or before **September 1, 2026**, Developer shall deliver to EDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the "Compliance Verification"). The Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

- (e) **Acquisition of the Property.** Developer covenants and agrees to acquire the Property from the EDC within ninety (90) days of the Effective Date of this Agreement or consistent with the terms of a real estate sales contract in a form mutually agreeable and executed by and between the Developer and the EDC. The Developer covenants and agrees the Property has a value of **Two Hundred Fourteen Thousand, Nine Hundred Eighty-Four and No/100 Dollars (\$214,984.00)** ("Original Property Value"). Developer covenants and agrees to execute a deed of trust lien or other lien in a form acceptable to the EDC providing a first lien position the Property.
- (f) **Performance Conditions.** Developer agrees to make, execute, and deliver to EDC such other instruments, documents and other agreements as EDC or its attorneys may reasonably request to evidence this Agreement.
- (g) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer and EDC.

SECTION 5. AFFIRMATIVE COVENANTS OF EDC.

EDC covenants and agrees with Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Conveyance of the Property.** The EDC covenants and agrees to convey to the Developer good and indefeasible fee simple title to the Property, free and clear of any liens or other encumbrances, by special warranty deed within ninety (90) days of the Effective Date of this Agreement or consistent with the terms of a real estate sales contract in a form mutually agreeable and executed by and between the Developer and the EDC.
- (b) **Performance.** EDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer and EDC.
- (c) **Third Party Financing.** EDC agrees the Developer's obligation to fulfill the terms of this

Agreement is contingent on the Developer obtaining third-party financing to fund the construction of the shop, warehouse, office, and yard on the Property. In the event the Developer fails to obtain third-party financing within thirty (30) days of the EDC approving this contract and the City's approval to construct the road and utilities, the Developer may unilaterally terminate this Agreement. In such case, the Property will not be conveyed to Developer.

- (d) **Construction of Road and Utilities.** EDC agrees the Developer's obligation to fulfill the terms of this Agreement is contingent on the EDC constructing a road and installation of utilities to the Property, in accordance with the Scope of Work attached hereto as ***Exhibit B*** of this Agreement, which is attached hereto and is incorporated herein for all purposes.

SECTION 6. CESSATION OF ADVANCES.

If the EDC has made any commitment to provide any economic development assistance to Developer, whether under this Agreement or under any other agreement, the EDC shall have no obligation to advance or provide said economic development assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs, while such default is continuing.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or EDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or EDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and EDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made herein to EDC by Developer that is false or misleading in any material respect is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer, that is not dismissed within sixty (60) days is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City of Sweeny, Texas, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from EDC and/or Brazoria County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate or maintain a cause of action for damages caused by the event(s) of default.

In the event Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the Parties agree and acknowledge that the actual damages to the EDC resulting from such a default would be difficult or impracticable to calculate with precision. The Developer shall immediately pay to the EDC liquidated damages in an amount calculated as follows: Original Property Value - Cumulative Sales Tax Generated and Remitted. The “Cumulative Sales Tax Generated and Remitted” means the total verifiable sales tax revenue generated from operations on the Property and remitted to the City of Sweeny from the Effective Date through the date of default (the difference between the two being the “Liquidated Damages”). The minimum Liquidated Damages amount shall be \$0.00, even if the calculation results in a negative number. In the event of default, Developer shall provide documentation of all sales tax remitted to the City of Sweeny. The Parties agree the specified Liquidated Damages represent a reasonable estimate of the anticipated harm and are agreed upon as fair compensation, not as a penalty.

SECTION 9. INDEMNIFICATION.

Each party (the “Indemnifying Party”) shall indemnify, defend, and hold harmless the other party, including its respective directors, officers, agents, attorneys, and employees (collectively, the “Indemnitees”), from and against any and all third-party claims, demands, actions, proceedings, liabilities, losses, damages, or expenses (including reasonable attorneys’ fees) to the extent arising from (i) the gross negligence, willful misconduct, or breach of this Agreement by the Indemnifying Party or its agents, representatives, or employees; or (ii) any use of funds or assistance provided under this Agreement that violates applicable law or this Agreement. Notwithstanding the foregoing, no party shall be liable for any indemnification to the extent such claim arises out of the gross negligence, willful misconduct, or breach of this Agreement by the Indemnitee. The Indemnitee shall promptly notify the Indemnifying Party of any such claim, demand, or action; however, failure to provide prompt notice shall not relieve the Indemnifying Party of its obligations under this Section unless such failure materially prejudices its ability to defend against the claim. The Indemnifying Party shall have the right to participate in and, if it so elects, assume the defense of any such claim with counsel reasonably acceptable to the Indemnitee. Any proposed settlement or compromise that may result in an obligation of the Indemnifying Party shall be subject to the Indemnifying Party’s prior written consent, which shall not be unreasonably withheld or delayed.

SECTION 10. EARLY TERMINATION.

In the event that Developer desires to terminate this Agreement prior to the end of the Term, Developer shall provide notice to EDC and pay, as an early termination fee, the amount of Liquidated Damages that would be due if an Event of Default were to occur, as set forth *infra* in Section 8.

SECTION 11. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Brazoria County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party, but such consent shall not be unreasonably withheld, delayed, or conditioned.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. EDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Filing.** This Agreement shall be filed in the deed records of Brazoria County, Texas. The provisions of this Agreement shall be deemed to run with the land and shall be binding on heirs, successors and assigns of the Developer.
- (h) **Notices.** Any notice or other communication required or permitted by this Agreement

(hereinafter referred to as the “Notice”) is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to EDC: Sweeny Economic Development Corporation
111 W. 3rd Street
Sweeny, Texas 77480
Attn: Michelle Medina, Executive Director
Telephone: (979) 548-2894

if to Developer: Equipmentsshare.com Inc
5710 Bull Run
Columbia, Missouri 65201
Attn: Legal Department
Telephone: _____
Email: legal.general@equipmentsshare.com

- (i) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (k) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the EDC notifies Developer of the violation.

[The Remainder of this Page Intentionally Left Blank]

DEVELOPER:

EQUIPMENTSHARE.COM INC,
a Delaware corporation,

By: _____

Jabbok Schlacks, CEO

Date Signed: _____

STATE OF _____

§

§

COUNTY OF _____

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This instrument was acknowledged before me on the ____ day of _____, 2025,
by Jabbok Schlacks, CEO of Equipmentsshare.com, Inc., a Delaware corporation, on behalf of said
Delaware corporation.

Notary Public, State of _____

Exhibit A

[Legal Description and/or Depiction of the Property]

Exhibit B

[Scope of Work for EDC running road and utilities to Property]

FIELD NOTES FOR 67.263 ACRES

DESCRIPTION OF A 67.263 ACRE TRACT OF LAND, LOCATED WITHIN THE C. BREEN SURVEY, ABSTRACT NO. 46 BEING A PORTION OF THE REMAINDER OF A CALLED 77.74 ACRE TRACT AS RECORDED IN COUNTY CLERK'S FILE NO. (C.C.F.N.) 201001263 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY TEXAS (O.P.R.B.C.T.), REFERRED TO HEREINAFTER AS THE ABOVE REFERENCED TRACT OF LAND, SAID 67.263 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS):

BEGINNING AT A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR A SOUTHERLY CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING IN THE EAST LINE OF A CALLED 24.5936 ACRE TRACT AS RECORDED IN C.C.F.N. 2020020258 OF THE O.P.R.B.C.T. AND THE NORTHWEST CORNER OF RESTRICTED RESERVE "F" SWEENEY ECONOMIC DEVELOPMENT PARK AS RECORDED IN C.C.F.N. 2014041799 OF THE O.P.R.B.C.T.;

THENCE NORTH 07°36'22" EAST, ALONG A SOUTHERLY LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE EAST LINE OF SAID 24.5936 ACRE TRACT, A DISTANCE OF 128.56 FEET TO A 4-INCH CAP IN CONCRETE FOUND FOR AN INTERIOR CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTHEAST CORNER OF SAID 24.5936 ACRE TRACT;

THENCE NORTH 81°43'17" WEST, CONTINUING ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, A DISTANCE OF 447.91 FEET TO A 1/2-INCH CAPPED IRON ROD FOUND FOR CORNER, SAME BEING THE NORTHWEST CORNER OF SAID 24.5936 ACRE TRACT;

THENCE SOUTH 44°50'41" WEST, CONTINUING ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING A NORTHWEST LINE OF SAID 24.5936 ACRE TRACT, A DISTANCE OF 185.09 FEET TO A 4-INCH CAP IN CONCRETE FOUND FOR THE SOUTHWEST CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING IN THE WEST LINE OF SAID 24.5936 ACRE TRACT AND THE EAST CORNER OF A CALLED 14.44 ACRE TRACT AS RECORDED IN C.C.F.N. 2021059022 OF THE O.P.R.B.C.T.;

THENCE NORTH 23°07'58" WEST, ALONG THE SOUTHWEST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTHEAST LINE OF SAID 14.44 ACRE TRACT, A DISTANCE OF 18.28 ACRES TRACT AS RECORDED IN C.C.F.N. 2013004757 OF THE O.P.R.B.C.T. AND THE NORTHEAST LINE OF A CALLED 17.82 ACRE TRACT AS RECORDED IN C.C.F.N. 2004058650 OF THE O.P.R.B.C.T., A DISTANCE OF 1,193.50 FEET TO A 4-INCH CAP IN CONCRETE FOUND FOR THE WEST CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE SOUTHWEST CORNER OF A CALLED 115.7 ACRE TRACT AS RECORDED IN C.C.F.N. 2022061028 OF THE O.P.R.B.C.T. FOR THE NORTH CORNER OF SAID 17.82 ACRE TRACT;

THENCE NORTH 42°03'51" EAST, ALONG THE NORTHWEST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE SOUTHWEST LINE OF SAID 115.7 ACRE TRACT, THE SOUTHWEST LINE OF A CALLED 76.56 ACRE TRACT AS RECORDED IN C.C.F.N. 1982027916 OF THE O.P.R.B.C.T. AND THE SOUTHWEST LINE OF A CALLED 90 ACRE TRACT AS RECORDED IN C.C.F.N. 2015051684 OF THE O.P.R.B.C.T., A DISTANCE OF 1,631.24 FEET TO A 4-INCH CAP IN CONCRETE FOUND FOR THE NORTH CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE WEST CORNER OF A CALLED 4.78 ACRE TRACT AS RECORDED IN C.C.F.N. 2005073181 OF THE O.P.R.B.C.T. FOR THE EAST CORNER OF SAID 90 ACRE TRACT;

THENCE SOUTH 48°04'13" EAST, ALONG THE NORTHEAST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE SOUTHWEST LINE OF SAID 4.78 ACRE TRACT, A DISTANCE OF 684.58 FEET TO A 3/8-INCH IRON PIPE, FOUND FOR CORNER, SAME BEING THE WEST CORNER OF A CALLED 9.55 ACRE TRACT AS RECORDED IN C.C.F.N. 2017010213 OF THE O.P.R.B.C.T. AND THE SOUTH CORNER OF SAID 4.78 ACRE TRACT;

THENCE SOUTH 47°33'16" EAST, CONTINUING ALONG THE NORTHEAST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE SOUTHWEST LINE OF SAID 9.55 ACRE TRACT, A DISTANCE OF 270.89 FEET TO A 4-INCH CAP IN CONCRETE, FOUND FOR THE SOUTHWEST CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTH CORNER OF A CALLED 7.96 ACRE TRACT AS RECORDED IN C.C.F.N. 2012048472 OF THE O.P.R.B.C.T.;

THENCE SOUTH 03°38'37" WEST, ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE WEST LINE OF SAID 7.96 ACRE TRACT, A DISTANCE OF 1,192.14 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR CORNER, SAME BEING THE NORTHWEST CORNER OF A CALLED 54.35 ACRE TRACT AS RECORDED IN C.C.F.N. 2010048392 OF THE O.P.R.B.C.T. AND THE SOUTH CORNER OF SAID 7.96 ACRE TRACT;

THENCE SOUTH 03°49'08" WEST, CONTINUING ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE WEST LINE OF SAID 54.35 ACRE TRACT, A DISTANCE OF 577.97 FEET TO A 1/2-INCH CAPPED IRON ROD, STAMPED "STROUD", FOUND FOR THE SOUTHEAST CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTHEAST CORNER OF THE CALVIE BROWN SUBDIVISION AS RECORDED IN C.C.F.N. 2006036605 OF THE O.P.R.B.C.T.;

THENCE SOUTHWESTERLY, ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE NORTH LINE OF SAID CALVIE BROWN SUBDIVISION, THE FOLLOWING COURSES AND DISTANCES:

THENCE NORTH 88°09'42" WEST, A DISTANCE OF 41.76 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "CDW", FOUND FOR CORNER;

THENCE SOUTH 27°37'20" WEST, A DISTANCE OF 135.64 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "CDW", FOUND FOR CORNER;

THENCE SOUTH 47°43'33" WEST, A DISTANCE OF 192.13 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "CDW", FOUND FOR CORNER, SAID POINT BEING IN THE WEST RIGHT-OF-WAY LINE OF CALVIE BROWN ROAD (80 FEET WIDE) AND IN THE ARC OF A CURVE TO THE RIGHT;

THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 139.72 FEET, SAID CURVE HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 08°00'19", A CHORD WHICH BEARS NORTH 13°02'15" EAST, A DISTANCE OF 139.80 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR CORNER;

THENCE NORTH 73°01'24" WEST, CONTINUING ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, OVER AND ACROSS SAID CALVIE BROWN ROAD AND ALONG THE NORTH LINE OF SAID RESTRICTED RESERVE "F", A DISTANCE OF 186.51 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR CORNER, SAME BEING AN INTERIOR CORNER OF SAID RESERVE "F";

THENCE NORTH 07°36'22" EAST, CONTINUING ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTH LINE OF SAID RESTRICTED RESERVE "F", A DISTANCE OF 79.12 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR AN INTERIOR CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING A NORTHWEST CORNER OF SAID RESERVE "F";

THENCE NORTH 82°23'38" WEST, CONTINUING ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTH LINE OF SAID RESERVE "F", A DISTANCE OF 243.20 FEET TO THE POINT OF BEGINNING OF THE ABOVE REFERENCED TRACT OF LAND, CONTAINING 67.263 ACRE OF LAND, MORE OR LESS.

CITY COUNCIL APPROVAL

I CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF SWEENEY ECONOMIC DEVELOPMENT PARK SUBDIVISION, WAS APPROVED

THIS THE 20th DAY OF February, 2024, BY THE CITY COUNCIL OF THE CITY OF SWEENEY, TEXAS.

DUSTY J. PINKINS
MAYOR
MARK MORGAN JR.
POSITION NO. 1

REESE COOK
POSITION NO. 2
BRAN BROOKE
POSITION NO. 3

JAMES W. MOSE
POSITION NO. 4
TIM PETTIGREW
POSITION NO. 5

OWNER ACKNOWLEDGEMENT:

I, Devin Lemon, AN AUTHORIZED AGENT OF SWEENEY ECONOMIC DEVELOPMENT CORPORATION, OWNER OF LAND SHOWN ON THIS PLAT, DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL EASEMENTS, RIGHTS-OF-WAY OR SETBACKS AFFECTING THE SUBJECT PROPERTY, NO ADDITIONAL RESEARCH REGARDING THE EXISTENCE OF EASEMENTS, RESTRICTIONS, OR OTHERS MATTERS OF RECORD HAVE BEEN PERFORMED BY THE SURVEYOR.

NAME
SWEENEY ECONOMIC DEVELOPMENT CORPORATION

STAT

CO. OF BRAZORIA
BEP. ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED
KN. TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND
AD. I WITNESSED TO ME THAT THE SAME WAS THE ACTING OWNER FOR THE PURPOSES AND CONSIDERATION
THAT IS EXPRESSED AND IN THE CAPACITY THEREIN EXPRESSED.

ON UNDER MY HAND AND SEAL OF OFFICE, THIS 5 DAY OF March, 2024

NAME
SWEENEY ECONOMIC DEVELOPMENT CORPORATION

11/10/2024
SWEENEY ECONOMIC DEVELOPMENT CORPORATION
111 W 3RD STREET
SWEENEY, TX 77480

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photo-copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

BRAZORIA COUNTY, TEXAS

C. BREEN SURVEY, A-46

BRIAN HARTER ET AL
CALLED 90 ACRES
C.C.F.N. 2015051684
O.P.R.B.C.T.

DAVID & ANGELA
ANDERSON
CALLED 4.78 ACRES
C.C.F.N. 2005073181
O.P.R.B.C.T.

CEBERN SEDBERRY
CALLED 9.55 ACRES
C.C.F.N. 2017010213
O.P.R.B.C.T.

ESTATE OF LYNDON
MAYBERRY
CALLED 7.96 ACRES
C.C.F.N. 2010048472
O.P.R.B.C.T.

ESTATE OF LYNDON
MAYBERRY
CALLED 54.35 ACRES
C.C.F.N. 2012049392
O.P.R.B.C.T.

P.O.B.
SET 5/8" C.I.R.
"BAKER & LAWSON"

LARRY BRIGHT
CALLED 24.5936 ACRES
C.C.F.N. 2020020258
O.P.R.B.C.T.

CHARLES FOSTER &
MISTY ROBERTSON
CALLED 14.44 ACRES
C.C.F.N. 2021059022
O.P.R.B.C.T.

RONNIE FINKELMAN
CALLED 15.26 ACRES
C.C.F.N. 2013004757
O.P.R.B.C.T.

SHEILA ELSTER
CALLED 115.7 ACRES
C.C.F.N. 2022061026
O.P.R.B.C.T.

Equipment
Share

Stark, Inc.

Stark

Trilogy Resources, LLC

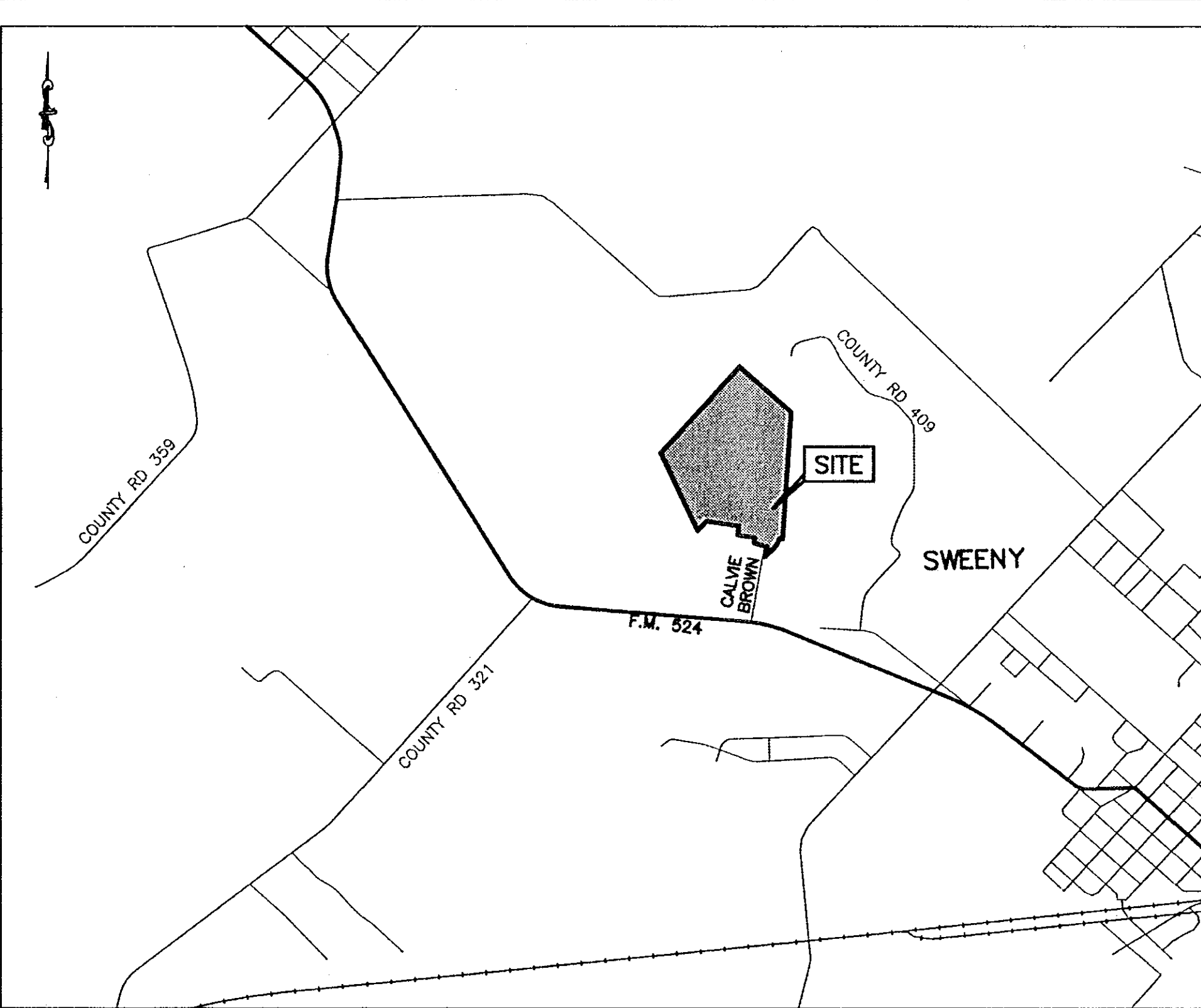
Trilogy

Line No.	Length	Direction
L1	128.56'	N07°36'22"E
L2	185.05'	S44°50'41"W
L3	41.76'	N88°09'42"W
L4	135.64'	S27°37'20"W
L5	192.13'	S47°43'33"W
L6	186.51'	N73°01'24"W
L7	79.12'	N07°36'22"E
L8	243.20'	N82°23'38"W

Line No.	Length	Direction
L9	82.71'	N15°15'21"E
L10	30.03'	S62°17'07"W
L11	60.00'	N27°31'12"W
L12	120.00'	N62°17'07"E
L13	60.00'	S27°52'35"E
L14	21.99'	S62°17'07"W
L15	84.52'	N15°15'21"E
L16	15.00'	S24°46'57"E
L17	100.00'	S65°13'03"W
L18	50.00'	N24°46'57"W
L19	100.00'	N65°13'03"E
L20	15.00'	S24°46'57"E
L21	141.21'	N58°08'43"E
L22	41.05'	N48°08'54"E
L23	24.67'	S88°03'26"E
L24	27.85'	S27°31'12"E
L25	291.65'	N62°28'48"E
L26	225.50'	S27°43'02"E

Curve No.	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	139.72'	1000.00'	8°00'19"	N13°02'15"E	139.60'
C2	181.00'	320.00'	32°24'30"	N00°56'54"W	178.60'
C3	15.05'	84.00'	10°16'05"	N22°17'12"W	15.03'
C4	25.81'	144.00'	10°16'05"	S22°17'12"E	25.77'

2024009862
Brazoria County - Joyce Hudman, County Clerk
03/08/2024 08:51 AM
Total Pages: 1
Fee: 122.00



VICINITY MAP

SCALE 1"=2500'

NOTES:

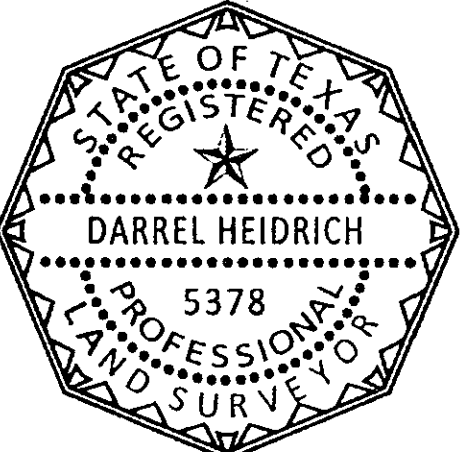
- THE PURPOSE OF THIS PLAT IS TO REPLAT THE FINAL PLAT OF THE SWEENEY ECONOMIC DEVELOPMENT PARK INTO 9 LOTS AND 2 RESERVES. LOT 3 WAS RECONFIGURED.
- ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NO. 48039C0565K, REVISED DATE OF DECEMBER 30, 2020, THE SURVEYED PROPERTY LIES WITHIN ZONE "X", UNSHADED.
- ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
- ALL DRAINAGE EASEMENTS AND DETENTION POND RESERVES SHOWN ON THIS PLAT, WILL BE MAINTAINED BY THE PROPERTY OWNERS AND/OR BUSINESS OWNERS; PROVIDED, HOWEVER, AND GOVERNMENTAL ENTITY HAVE JURISDICTION, INCLUDING, WITHOUT LIMITATION, BRAZORIA COUNTY, TEXAS AND BRAZORIA COUNTY DRAINAGE DISTRICT # 11, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO ENTER UPON THE DRAINAGE EASEMENTS TO PERFORM MAINTENANCE OPERATIONS AT ANY TIME AFTER THE DATE HEREOF.
- THE PROPERTY IDENTIFIED IN THE FOREGOING PLAT LIES WITH BRAZORIA COUNTY DRAINAGE DISTRICT #11.
- SITE BENCHMARK: TEMPORARY BENCHMARK "A" 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER AND LAWSON" ±165' NORTH OF COUNTY ROAD 542 IN THE MEDIAN OF CALVIE BROWN ROAD, ELEVATION 34.02 FEET (NGVD83) BASED ON GPS OBSERVATION.
- ABOVE GROUND EVIDENCE OF PIPELINES ARE AS SHOWN. NO UNDERGROUND RESEARCH OR PROBING WAS CONDUCTED DURING FIELD SURVEYING.
- A METES AND BOUNDS DESCRIPTION OF THE SURVEYED PROPERTY WAS PREPARED IN CONJUNCTION WITH AND ACCOMPANIES THIS SURVEY.

CITY PLANNING LETTER NOTES:

THE SURVEYOR HAS RELIED UPON THE CITY PLANNING LETTER ISSUED BY ABSTRACT SERVICES OF HOUSTON, G.F. NO. 7910-23-2859, DATED JUNE 13, 2023 WITH REGARD TO ANY EASEMENTS, RIGHTS-OF-WAY OR SETBACKS AFFECTING THE SUBJECT PROPERTY. NO ADDITIONAL RESEARCH REGARDING THE EXISTENCE OF EASEMENTS, RESTRICTIONS, OR OTHERS MATTERS OF RECORD HAVE BEEN PERFORMED BY THE SURVEYOR.

PIPELINE EASEMENT VOL. 304, PG. 357 D.R.B.C.T.
DOES NOT AFFECT SUBJECT TRACT
PIPELINE EASEMENT VOL. 375, PG. 19 D.R.B.C.T.
BLANKET EASEMENT, NOT PLOTTABLE
PIPELINE EASEMENT VOL. 443, PG. 83 D.R.B.C.T.
BLANKET EASEMENT, NOT PLOTTABLE
PIPELINE EASEMENT VOL. 449, PG. 234 D.R.B.C.T.
DOES NOT AFFECT THE SUBJECT TRACT
PIPELINE EASEMENT VOL. 460, PG. 229 D.R.B.C.T.
TRACT 1 PLOTTED AND SHOWN, TRACT 2 NOT PLOTTABLE
TRACT 3 DOES NOT AFFECT THE SUBJECT TRACT
PIPELINE EASEMENT VOL. 493, PG. 632 D.R.B.C.T.
BLANKET EASEMENT, NOT PLOTTABLE
PIPELINE EASEMENT VOL. 854, PG. 671 D.R.B.C.T.
BLANKET EASEMENT, NOT PLOTTABLE

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND, UNDER MY SUPERVISION ON THE 5TH DAY OF MAY, 2023.

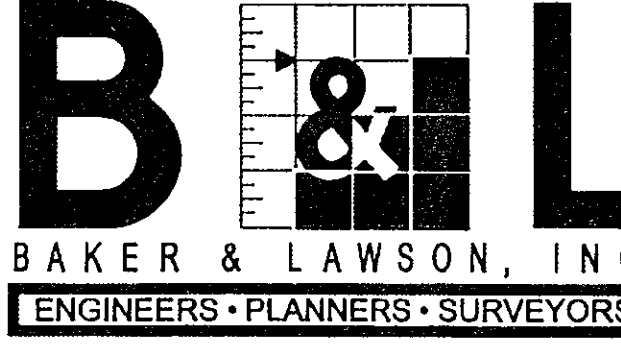


2/14/2024
DARREL HEIDRICH
REGISTERED PROFESSIONAL LAND SURVEYOR
LAND SURVEYOR NO. 5378

REPLAT
OF THE SWEENEY ECONOMIC
DEVELOPMENT PARK

A 67.263 ACRE
9 LOTS 2 RESERVES SUBDIVISION
BEING ALL OF THE SWEENEY ECONOMIC
DEVELOPMENT PARK
AS RECORDED IN C.C.F.N. 2023029981
OF THE O.P.R.B.C.T.

LOCATED IN THE
C. BREEN SURVEY
ABSTRACT NO. 46
CITY OF SWEENEY, BRAZORIA COUNTY, TEXAS



4005 TECHNOLOGY DR., SUITE 1530
ANGLETON, TEXAS 77515
OFFICE: (979) 849-6681
TBPES NO. 10052500 REG. NO. F-825

PROJECT NO: 15541
DRAWING NO: 15541 REPLAT SWOVRK REV 1
SCALE: 1" = 150'
DATE: 2/15/2024
DRAWN BY: AD
CHECKED BY: DH