



105 N. 4<sup>th</sup> Street, P.O. Box 349 Gunter, TX 75058  
903-433-5185

**AGENDA**  
**Gunter Planning and Zoning Commission Regular Meeting**  
**Thursday, May 14, 2026**  
**6:00 p.m.**

Pursuant to Chapter 551 of the Texas Government Code, notice is hereby given of a meeting of the Planning and Zoning Commission of the City of Gunter, Texas, to be held on May 6, 2026, at 6:00 p.m. in the Gunter Public Safety Building, located at 105 N. 4<sup>th</sup> Street, Gunter, Texas, at which time the following will be discussed and considered:

**CALL TO ORDER, PLANNING AND ZONING COMMISSION MEETING** [Chair will call the meeting to order, establish a quorum if present, and declare notices legally posted pursuant to the Open Meetings Act.]

**INVOCATION AND PLEDGE**

**CITIZEN COMMENTS**

**DIRECTOR'S REPORT**

**MINUTES**

1. Consider approval of Minutes of the Gunter Planning and Zoning Commission Regular Meeting on February 12, 2026.

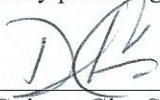
**REGULAR AGENDA**

2. Discuss, consider, and act upon a Preliminary Plat for of approximately 22.982 acre situated in the Houston Tap & Brazoria Railroad Company Survey, Abstract #606, Preston Fields Estates Lots 1-19, Block 1 located within the City of Gunter and Gunter ETJ located along Old Tioga Rd. generally west of Bounds Road.
3. Discuss, consider, and act upon a Zoning Change request from Planned Development to a revised Planned Development for BNSF North Dallas Logistics Center, of approximately 515.553 acre tract of land situated in the Daniel Lloyd Survey, Abstract No. 706, the ASA Hartfield Survey, Abstract No. 490 and the Harry Campbell Survey, Abstract No. 244 City of Gunter, Grayson County, Texas and being all of tract of land described to BN Leasing Corporation by deed recorded in county clerks file no. 2912-40235 (proposed Lots 1-5, Blk. 1 BSNF Logistic Center North Dallas. The property is generally located on the east side of the intersection of State Highway 289 and the BNSF Railroad, north of Mackey Road, located within the City of Gunter and Gunter ETJ.
4. Discuss, consider, and act upon a Preliminary Plat for BNSF North Dallas Logistics Center, of an approximately 943.935 acre tract of land situated in the Mary Miller survey, Abstract No. 775, Daniel Lloyd survey, Abstract No. 706, Harry Campbell Survey, Abstract No. 22, ASA Hartfield Survey, Abstract No. 490, to Lots 1-5, Blk. 1 BSNF Logistic Center North Dallas. The property is

generally located on the east side of the intersection of State Highway 289 and the BNSF Railroad, north of Mackey Road, located within the City of Gunter and Gunter ETJ.

## ADJOURN

I, the undersigned authority, do hereby certify that the above Notice of a Regular Meeting of Planning & Zoning Committee of the City of Gunter, Texas is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the window of City Hall of said Gunter, Texas, a place convenient to the public, and said Notice was posted on May 8, 2026, before 6:00 p.m. and remained so posted continuously for at least seventy-two hours immediately preceding the date of said meeting.



\_\_\_\_\_  
Detra Gaines, City Secretary

*Pursuant to Section 551.127, Texas Government Code, one or more Commission members or employees may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting. If during the course of the meeting covered by this notice, the P&Z Commission should determine that a closed or executive meeting or session of the Commission or a consultation with the attorney for the City should be held or is required, then such closed or executive meeting or session or consultation with attorney as authorized by the Texas Open Meetings Act, Texas Government Code § 551 .001 et. seq., will be held by the Commission at the date, hour and place given in this notice as the Commission may conveniently meet in such closed or executive meeting or session or consult with the attorney for the City concerning any and all subjects and for any and all purposes permitted by the Act, including, but not limited to, the following sections and purposes:*

Texas Government Code Section:

§ 551.071 – Private consultation with the attorney for the City on any item listed on the agenda

§ 551.072 – Discussing purchase, exchange, lease or value of real property.

*Persons with disabilities who plan to attend this meeting and who may need assistance should contact Detra Gaines, City Secretary, at (903) 433-5185 two working days prior to the meeting so that appropriate arrangements can be made.*



**PLANNING AND ZONING COMMISSION  
MEETING  
May 14, 2026  
6:00 PM**

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**AGENDA ITEM #1**

Consider approval of Minutes of the Gunter Planning and Zoning Commission Regular Meeting on February 12, 2026.

**SUBMITTED BY**

Eric Wilhite, Director of Planning & Development

**AGENDA ITEM SUMMARY/BACKGROUND**

**PUBLIC NOTICE:**

N/A

**LOCATION MAP:**

**RECOMMENDATION:**

**ATTACHMENTS:**



105 N. 4<sup>th</sup> Street, P.O. Box 349 Gunter, TX 75058  
903-433-5185

**AGENDA**  
**Gunter Planning and Zoning Commission Regular Meeting**  
**Thursday, February 12, 2026**  
**6:00 p.m.**

*Meeting Opened At 6:10 p.m.*

**Members Present:** *Billy Stewart, Davida Miorin, Ken Boyd, Carey Frazier, Joshua Fuller*

**Members Absent:** *Jorda Wilde*

**Staff Present:** *Director of Planning & Development Eric Wilhite*

Pursuant to Chapter 551 of the Texas Government Code, notice is hereby given of a meeting of the Planning and Zoning Commission of the City of Gunter, Texas, to be held on February 12, 2026, at 6:00 p.m. in the Gunter Public Safety Building, located at 105 N. 4<sup>th</sup> Street, Gunter, Texas, at which time the following will be discussed and considered:

**CALL TO ORDER, PLANNING AND ZONING COMMISSION MEETING** [Chair will call the meeting to order, establish a quorum if present, and declare notices legally posted pursuant to the Open Meetings Act.]

**INVOCATION AND PLEDGE**

**CITIZEN COMMENTS** – *No Comments*

**DIRECTOR’S REPORT**

**MINUTES**

1. Consider approval of Minutes of the Gunter Planning and Zoning Commission Regular Meeting on November 13, 2025.

*Carey Frazier made the motion to approve Minutes from the P & Z Regular Meeting on November 13, 2025. Ken Boyd seconded the motion. Motion passed 5-0*

**REGULAR AGENDA**

2. Review and discuss staff recommended amendments to THE CODE OF ORDINANCES BY AMENDING CHAPTER 3, TITLED “BUILDING REGULATIONS,” ARTICLE 3.06, TITLED “SIGNS”, TO AMEND AND UPDATE PROVISIONS FOR THE REGULATION OF ON-PREMISE AND OFF-PREMISE SIGNS.

*Discussion continued regarding amendments to the Code of Ordinances “Building Regulations”, amend and update provisions for the regulation of on-premises and off-premises signs.*

3. Review and discuss staff recommended amendments to THE CODE OF ORDINANCES BY AMENDING Exhibit 14A Zoning Ordinance Article 25 TITLED “Use of Land and Buildings,” and related Tables and Article 26, Titled Description/Definition of Uses, TO AMEND AND UPDATE PROVISIONS FOR THE REGULATION OF Land and Buildings.

*Discussion continued regarding amendments to the Code of Ordinances “Use of Land and Buildings”.*

**ADJOURN**

*Adjourned At 7:05 p.m.*

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Jordan Wilde, President

ATTEST:

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Detra Gaines, City Secretary



**PLANNING AND ZONING COMMISSION  
MEETING  
May 14, 2026  
6:00 PM**

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**AGENDA ITEM #2**

Discuss, consider, and act upon a Preliminary Plat for an approximately 22.982 acre tract of land Houston Tap & Brazoria Railroad Company Survey, Abstract #606, to Preston Fields Estates, Lots 1-19, Blk. 1. The property is generally located on the northside of Old Tioga Rd., just west of Bounds Road.

**SUBMITTED BY**

Bryan Weisgerber, CROSS Engineering Consultants.

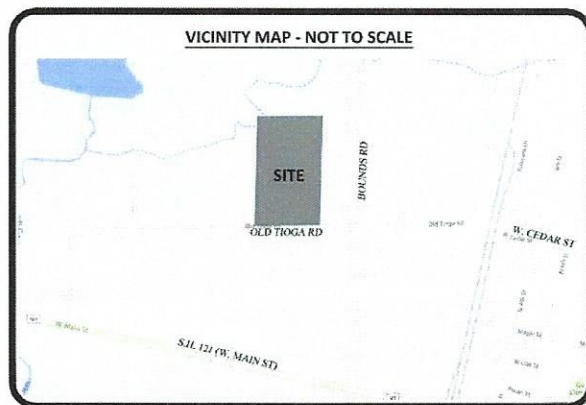
**AGENDA ITEM SUMMARY/BACKGROUND**

The owner is requesting a preliminary plat for a future residential development.

**PUBLIC NOTICE:**

N/A

**LOCATION MAP:**



**STAFF ANALYSIS:**

The preliminary plat meets all the subdivision standards required for preliminary plats. This includes on-site infrastructure plans as well as off-site. Plans have been approved by the City of Gunter Engineer as well as Mustang SUD.

It is the intent of the owner to also initiate annexation of the property into the City of Gunter and possible petition for the creation of a PID.

**RECOMMENDATION:**

Staff recommends approval of the plat.

**ATTACHMENTS:**

- Preliminary Plat Exhibit.
- Letter of Intent.



# CITY OF GUNTER

105 N. 4th Street · Gunter, Texas 75058 · (903) 433-5185 · (903) 433-8039 fax · [www.Guntertx.gov](http://www.Guntertx.gov)

## Universal Application Form

All applications must be submitted with (1) a complete Universal Application Form, (2) a completed application checklist, and (3) all materials listed in the appropriate checklist. The Planning and Development Department staff is available to assist you in person at City Hall or by phone, please call 940-498-3206 for an appointment. Applications shall be processed based on the City's official submission dates. Click or tap to enter a date.

APPLICATION TYPE			(Box 1 of 8)
Zoning Related Applications	Subdivision Related Applications		Miscellaneous Applications
<input type="checkbox"/> Reinstatement Nonconforming Rights	<input checked="" type="checkbox"/> Preliminary Plat	<input type="checkbox"/> Comprehensive Plan Amendment	
<input type="checkbox"/> Zoning Map Amendment (Rezoning)	<input type="checkbox"/> Final Plat	<input type="checkbox"/> Fence Variance	
<input type="checkbox"/> PD, Planned Development Zoning Map Amendment (Rezoning)	<input type="checkbox"/> Minor Plat	<input type="checkbox"/> Sign Building Permit	
<input type="checkbox"/> Specific Use Permit	<input type="checkbox"/> Replat	<input type="checkbox"/> Sign Building Permit (Conditional)	
<input type="checkbox"/> Administrative Decision Appeal	<input type="checkbox"/> Amending Plat	<input type="checkbox"/> Sign Variance	
<input type="checkbox"/> Zoning Variance	<input type="checkbox"/> Conveyance Plat	<input type="checkbox"/> Unified Sign Plan	
<input type="checkbox"/> Zoning Special Exception	<input type="checkbox"/> Plat Vacation		
<input type="checkbox"/> Zoning Vested Rights	<input type="checkbox"/> Engineering Construction Plan		
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Park/Trail Dedication		
<input type="checkbox"/> Alternative Compliance	<input type="checkbox"/> Subdivision Waiver		
	<input type="checkbox"/> Proportionality Appeal		
	<input type="checkbox"/> Subdivision Vested Rights		

APPLICANT INFORMATION		(Box 2 of 8)
Applicant Name: Bryan Weisgerber	Company: Cross Engineering Consultants	
Address: 1720 W Virginia Street		
City/State/Zip: McKinney, Tx 75069		
Contact Number: 972-957-5136	Secondary No.: 972-562-4409	
Email: bweisgerber@crossengineering.biz		
Project Name: Preston Fields Estates		

POINT-OF-CONTACT INFORMATION		(Box 3 of 8)
Name: Bryan Weisgerber	Company: Cross Engineering Consultants	
Contact Number: 972-957-5136		
Email: Bweisgerber@crossengineering.biz		

PROPERTY OWNER INFORMATION		(Box 4 of 8)
Owner's Name: Preston Fields Estates, LLC	Company: Preston Fields Estates, LLC	
Address: 2319 Trellis Ln		
City/State/Zip: Plano, Tx 75075		
Contact Number: Click or tap here to enter text.	Secondary No: Click or tap here to enter text.	
Email: Click or tap here to enter text.		

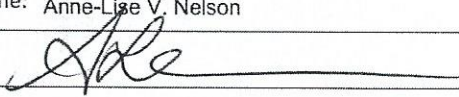
  

SUBJECT PROPERTY INFORMATION		(Box 5 of 8)
Address: Geo ID: 268 06060040		
Parcel Tax ID#: 453052		



# CITY OF GUNTER

105 N. 4th Street · Gunter, Texas 75058 · (903) 433-5185 · (903) 433-8039 fax · [www.Guntertx.gov](http://www.Guntertx.gov)

Legal Description: Houston Tap & Brazoria Railroad Company, Abstract # 606	Block: 1	Lot: 1-19
Subdivision Name: Preston Fields Estates		
<b>BILL FEES TO</b> (Box 6 of 8)		
Name: Preston Fields Estates, LLC      Company: Preston Fields Estates, LLC		
Address: 2319 Trellis Lane		
City/State/Zip: Plano, TX 75075		
Contact Number: 972-533-4422		
Contact Email: Anne-Lise@DesignerRealty.com		
<b>PROPERTY OWNER CONSENT/ AGENT AUTHORIZATION</b> (Box 7 of 8)		
<p>By my signature, I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the application being requested for this property. Additionally, my signature below indicates my awareness of the fee required at the time of the application submittal and any additional fees as noted in the City's fee schedule. This fee is non-refundable even in the event of application withdrawal. I have the power to authorize and hereby grant permission for City of Gunter officials to enter the property on official business as part of the application process.</p> <p>By signing this form, the owner of the property authorizes the City of Gunter to begin proceeding in accordance with the process for the type of application indicated on this application. The owner/applicant further requests a Waiver of Right to 30-Day Action. The owner acknowledges that submission of an application does not in any way obligate the City to approve the application, and, that although City staff may make certain recommendations regarding this application, the decision-making authority may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.</p> <p>We, the undersigned, being owners of subject real property, do hereby authorize:</p>		
Printed Name: Bryan Weisgerber		
Address: 1720 W Virginia Street, McKinney, Tx		
...to act as our Agent in the matter of this request. The term agent shall be construed to mean any lessee, developer, option holder, or authorized individual who is authorized to act in behalf of the owner(s) of said property.		
<b><u>SIGNATURES OF ALL PROPERTY OWNERS</u></b>		
Printed Name: Anne-Lise V. Nelson		
Signature: 		
Address: 2319 Trellis Lane, Plano TX 75075		
Printed Name: Faisal Wahid		
Signature:		
Address: 6408 Sudbury Road, Plano TX 75024		



# CITY OF GUNTER

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Printed Name:

Signature:

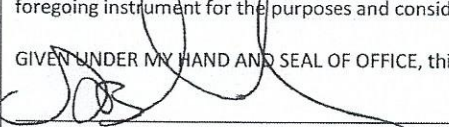
Address:

**NOTARY** (Box 8 of 8)

STATE OF TEXAS §  
COUNTY OF COLLIN §

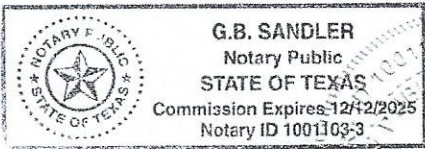
BEFORE ME, the undersigned authority in and for COLLIN County, Texas, on this day personally appeared ANNE-LISE V NELSON, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is ANNE-LISE V. NELSON, and that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of OCTOBER, 2021

  
Notary Public in and for the State of Texas

Click or tap here to enter text. G.B. SANDLER  
Type or Print Notary's Name

My Commission Expires: Enter Date 12-12-2025



STAFF USE ONLY BELOW

\$

FEES PAID

DATE FEES PAID

DATE APPLICATION  
RECEIVED BY CITY:

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# CROSS ENGINEERING CONSULTANTS

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1720 W. Virginia St.  
972.562.4409

•  
•

McKinney, Texas 75069  
Fax 972.562.4471

October 22, 2024

City of Gunter  
Planning Department  
105 N 4<sup>th</sup> Street  
Gunter, Texas 75058

Attn: Mr. Eric Wilhite

**Re: Preliminary Plat (Preston Fields Estates)**

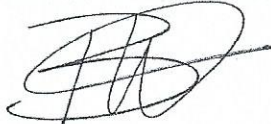
Dear Mr. Wilhite:

Attached please find the Preliminary Plat Submittal for Lots 1-19, Block 1 of Preston Fields Estates. The property is located on the northside of Old Tioga Road, approximately 420' west of Bounds Road. Project details are summarized as follows:

- Lots 1-19, Block 1 of Preston Fields Estates
- 22.982 acres
- Northside of Old Tioga Road, approximately 420' west of Bounds Road.

Thank you in advance for your consideration for this specific use permit. Please contact me if you have any questions or concerns.

Sincerely,  
**CROSS ENGINEERING CONSULTANTS, INC.**



Bryan Weisgerber, P.E.  
Project Manager





**PLANNING AND ZONING COMMISSION  
MEETING  
May 14, 2026  
6:00 PM**

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**AGENDA ITEM #3**

Discuss, consider, and act upon a Zoning Change request for BNSF North Dallas Logistics Center, of approximately 515.553 acre tract of land situated in the Daniel Lloyd Survey, Abstract No. 706, the ASA Hartfield Survey, Abstract No. 490 and the Harry Campbell Survey, Abstract No. 244 City of Gunter, Grayson County, Texas and being all of tract of land described to BN Leasing Corporation by deed recorded in county clerks file no. 2912-40235 (proposed Lots 1-5, Blk. 1 BSNF Logistic Center North Dallas. The property is generally located on the east side of the intersection of State Highway 289 and the BNSF Railroad, north of Mackey Road, located within the City of Gunter and Gunter ETJ.

**SUBMITTED BY**

Kelly Hart & Hallman, LLP and Hayes, Berry, White & Vanzant, LLP on behalf of BN Leasing Co. & BSNF Development Co., LLC.

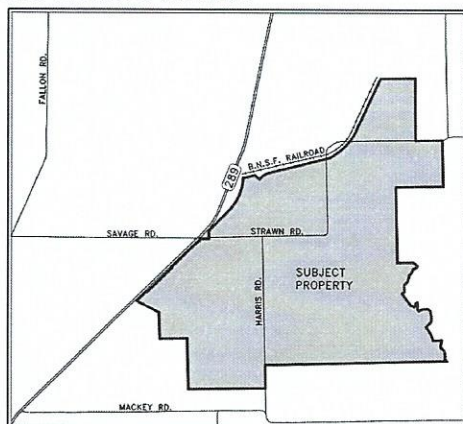
**AGENDA ITEM SUMMARY/BACKGROUND**

The owner is requesting a preliminary plat for a future light industrial/commercial logistics center development.

**PUBLIC NOTICE:**

N/A

**LOCATION MAP:**



**STAFF ANALYSIS:**

A portion of the subject property is currently within the City limits and is currently zoned Planned Development (PD). An updated Development Agreement was done between the City of Gunter and BNSF which will establish this new PD District by this zoning change for the portions currently within the city limits and same zoning will occur when the portions within the ETJ are annexed.

A Preliminary Plat has been submitted concurrently with this zoning change request.

**RECOMMENDATION:**

The PD- Planned Development zoning request is consistent with and follows all development standards and land uses specified in the Development Agreement. Therefore, it has been placed on agenda for consideration.

The required Flood Study and Traffic Impact Study have been reviewed and completed by the City Engineer. Final Plat and Civil Site Development plans will be finalized and approved.

Staff recommends approval of the Zoning Change request.

**ATTACHMENTS:**

- Zoning Change Ordinance
- Zoning Change Application.

**EXHIBIT "A"**  
**515.553 ACRES**

BEING 515.553 ACRES OF LAND SITUATED IN THE DANIEL LLOYD SURVEY, ABSTRACT NO. 706, THE ASA HARTFIELD SURVEY, ABSTRACT NO. 490, AND THE HARRY CAMPBELL SURVEY, ABSTRACT NO. 244, CITY OF GUNTER, GRAYSON COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2021-40235 (HEREINAFTER REFERRED TO AS "PARCEL 2"), DEED RECORDS OF GRAYSON COUNTY, TEXAS, AND ALL OF A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2021-43257 (HEREINAFTER REFERRED TO AS "PARCEL 3") OF SAID DEED RECORDS AND A PORTION OF A TRACT OF LAND DESCRIBED TO BNSF RAILWAY CO BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2020-16069 (HEREINAFTER REFERRED TO AS "PARCEL 23") OF SAID DEED RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A POINT ON THE EAST LINE OF SAID PARCEL 2, FROM WHICH THE COMMON NORTH CORNER OF SAID PARCEL 2 AND A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION AND BNSF DEVELOPMENT CO LLC BY DEED RECORDED IN COUNTY CLERK FILE NO. 2021-43856 (HEREINAFTER REFERRED TO AS "PARCEL 1") OF SAID DEED RECORDS BEARS NORTH 01°26'03" WEST, A DISTANCE OF 119.44 FEET;

THENCE SOUTH 01°26'03" EAST, WITH THE WEST LINE OF SAID PARCEL 1, A DISTANCE OF 2163.66 FEET TO THE NORTH LINE OF A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2021-41585 (HEREINAFTER REFERRED TO AS "PARCEL 5") OF SAID DEED RECORDS;

THENCE SOUTH 88°46'34" WEST, WITH THE NORTH LINE OF SAID PARCEL 5, A DISTANCE OF 1857.24 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO GUNTER SPECIAL UTILITY DISTRICT BY DEED RECORDED IN VOLUME 3284, PAGE 904 OF SAID DEED RECORDS;

THENCE SOUTH 01°17'55" EAST, WITH THE WEST LINES OF SAID GUNTER SPECIAL UTILITY DISTRICT TRACT AND A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED RECORDED IN COUNTY CLERK FILE NO. 2021-41251 (HEREINAFTER REFERRED TO AS "PARCEL 4") OF SAID DEED RECORDS, A DISTANCE OF 1637.75 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 4, SAME BEING A REENRANT CORNER OF SAID PARCEL 2;

THENCE NORTH 88°54'56" EAST, WITH THE SOUTH LINES OF SAID PARCELS 4 AND 5, A DISTANCE OF 3999.73 FEET TO THE SOUTHEAST CORNER OF PARCEL 5 ON THE WEST LINE OF A TRACT OF LAND DESCRIBED TO RUSSELL LINDA STRAWN BY DEED RECORDED IN COUNTY CLERK FILE NO. 2020-15349 OF SAID DEED RECORDS;

THENCE WITH THE WESTERLY LINE OF SAID STRAWN TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 51°47'29" WEST, A DISTANCE OF 79.56 FEET;

SOUTH 34°25'11" EAST, A DISTANCE OF 242.52 FEET;

SOUTH 38°08'37" EAST, A DISTANCE OF 164.31 FEET;

SOUTH 63°50'04" EAST, A DISTANCE OF 113.04 FEET;

NORTH 53°09'54" EAST, A DISTANCE OF 56.17 FEET;

**EXHIBIT "A"**  
**515.553 ACRES**

NORTH 16°32'54" WEST, A DISTANCE OF 58.86 FEET;  
NORTH 51°39'13" EAST, A DISTANCE OF 71.95 FEET;  
SOUTH 15°37'12" EAST, A DISTANCE OF 63.73 FEET;  
SOUTH 03°48'48" WEST, A DISTANCE OF 134.29 FEET;  
SOUTH 33°28'05" EAST, A DISTANCE OF 63.24 FEET;  
NORTH 66°11'11" EAST, A DISTANCE OF 104.46 FEET;  
NORTH 86°12'32" EAST, A DISTANCE OF 166.28 FEET;  
SOUTH 51°05'17" EAST, A DISTANCE OF 90.01 FEET;  
SOUTH 10°13'17" EAST, A DISTANCE OF 170.02 FEET;  
SOUTH 01°21'43" WEST, A DISTANCE OF 150.02 FEET;  
SOUTH 46°41'43" WEST, A DISTANCE OF 200.02 FEET;  
SOUTH 34°23'17" EAST, A DISTANCE OF 200.02 FEET;  
SOUTH 26°06'17" EAST, A DISTANCE OF 135.02 FEET;  
SOUTH 15°03'17" EAST, A DISTANCE OF 110.01 FEET;  
NORTH 89°08'43" EAST, A DISTANCE OF 85.01 FEET;  
NORTH 84°15'43" EAST, A DISTANCE OF 155.02 FEET;  
SOUTH 10°12'43" WEST, A DISTANCE OF 200.02 FEET;  
SOUTH 44°17'17" EAST, A DISTANCE OF 160.02 FEET;  
SOUTH 08°43'17" EAST, A DISTANCE OF 135.02 FEET;  
SOUTH 01°13'43" WEST, A DISTANCE OF 95.01 FEET;

SOUTH 44°30'41" EAST, A DISTANCE OF 77.44 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2, SAME BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED TO HARRIS STREETMAN LLC BY DEED RECORDED IN COUNTY CLERK FILE NO. 2009-24390 OF SAID DEED RECORDS;

THENCE SOUTH 88°39'00" WEST, WITH THE SOUTH LINE OF SAID PARCEL 2, A DISTANCE OF 5163.14 FEET TO THE EAST LINE OF A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED RECORDED IN COUNTY CLERK FILE NO. 2021-41251 (HEREINAFTER REFERRED TO AS "PARCEL 6") OF SAID DEED RECORDS;

THENCE NORTH 01°11'43" WEST, WITH THE EAST LINE OF SAID PARCEL 6, A DISTANCE OF 776.75 FEET TO THE NORTHEAST CORNER OF SAME PARCEL AND BEING A REENTRANT CORNER OF SAID PARCEL 2;

**EXHIBIT "A"**  
**515.553 ACRES**

THENCE SOUTH 89°16'25" WEST, WITH THE SOUTH LINE OF SAID PARCEL 2, A DISTANCE OF 2974.99 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED TO PADOVA INVESTMENT GROUP INC BY DEED RECORDED IN VOLUME 4204, PAGE 251 OF SAID DEED RECORDS;

THENCE NORTH 01°53'30" WEST, WITH THE EAST LINE OF SAID PADOVA TRACT, A DISTANCE OF 753.84 FEET TO THE NORTHEAST CORNER OF SAME TRACT;

THENCE NORTH 62°59'18" WEST, WITH THE NORTHEAST LINE OF SAID PADOVA TRACT, A DISTANCE OF 710.62 FEET TO THE WESTERNMOST CORNER OF SAID PARCEL 2 ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 289, A VARIABLE WIDTH RIGHT-OF-WAY;

THENCE WITH SAID EASTERLY RIGHT-OF-WAY, THE FOLLOWING COURSES AND DISTANCES:

NORTH 45°34'45" EAST, A DISTANCE OF 386.88 FEET;

SOUTH 44°25'15" EAST, A DISTANCE OF 20.00 FEET;

NORTH 45°35'23" EAST, A DISTANCE OF 1000.12 FEET;

NORTH 43°23'25" WEST, A DISTANCE OF 20.00 FEET;

NORTH 45°32'06" EAST, A DISTANCE OF 872.84 FEET;

NORTH 51°21'35" EAST, A DISTANCE OF 164.81 FEET;

NORTH 45°40'51" EAST, A DISTANCE OF 119.24 FEET;

NORTH 88°27'27" EAST, A DISTANCE OF 217.24 FEET;

NORTH 01°08'20" WEST, A DISTANCE OF 209.02 FEET;

NORTH 39°06'06" EAST, A DISTANCE OF 103.67 FEET;

NORTH 45°33'39" EAST, A DISTANCE OF 658.93 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1477.98 FEET AND A CHORD BEARING NORTH 24°42'32" EAST, 1059.61 FEET;

WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 42°00'44", AN ARC-DISTANCE OF 1083.73 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 3;

THENCE NORTH 75°48'01" EAST, WITH THE NORTH LINE OF SAID PARCEL 3, A DISTANCE OF 330.75 FEET TO THE WEST LINE OF SAID PARCEL 2;

THENCE OVER AND ACROSS SAID PARCELS 2 AND 23, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 46°43'22" EAST, A DISTANCE OF 240.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 495.00 FEET AND A CHORD THAT BEARS NORTH 59°32'28" EAST, 277.26 FEET;

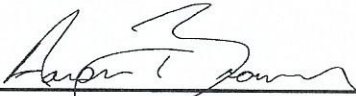
WITH SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 32°31'40", AN ARC-DISTANCE OF 281.02 FEET;

**EXHIBIT "A"**  
**515.553 ACRES**

NORTH 75°48'18" EAST, A DISTANCE OF 1440.56 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1637.00 FEET AND A CHORD THAT BEARS NORTH 71°43'32" EAST, 232.91 FEET;

WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08°09'32", AN ARC-DISTANCE OF 233.11 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 515.553 ACRES (22,457,506 SQ. FEET) OF LAND.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH TBPELS ACTS AND RULES PAGE 97 OF 109 UPDATED APRIL 1, 2021 INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



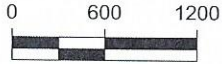
(Revised March 19, 2026)

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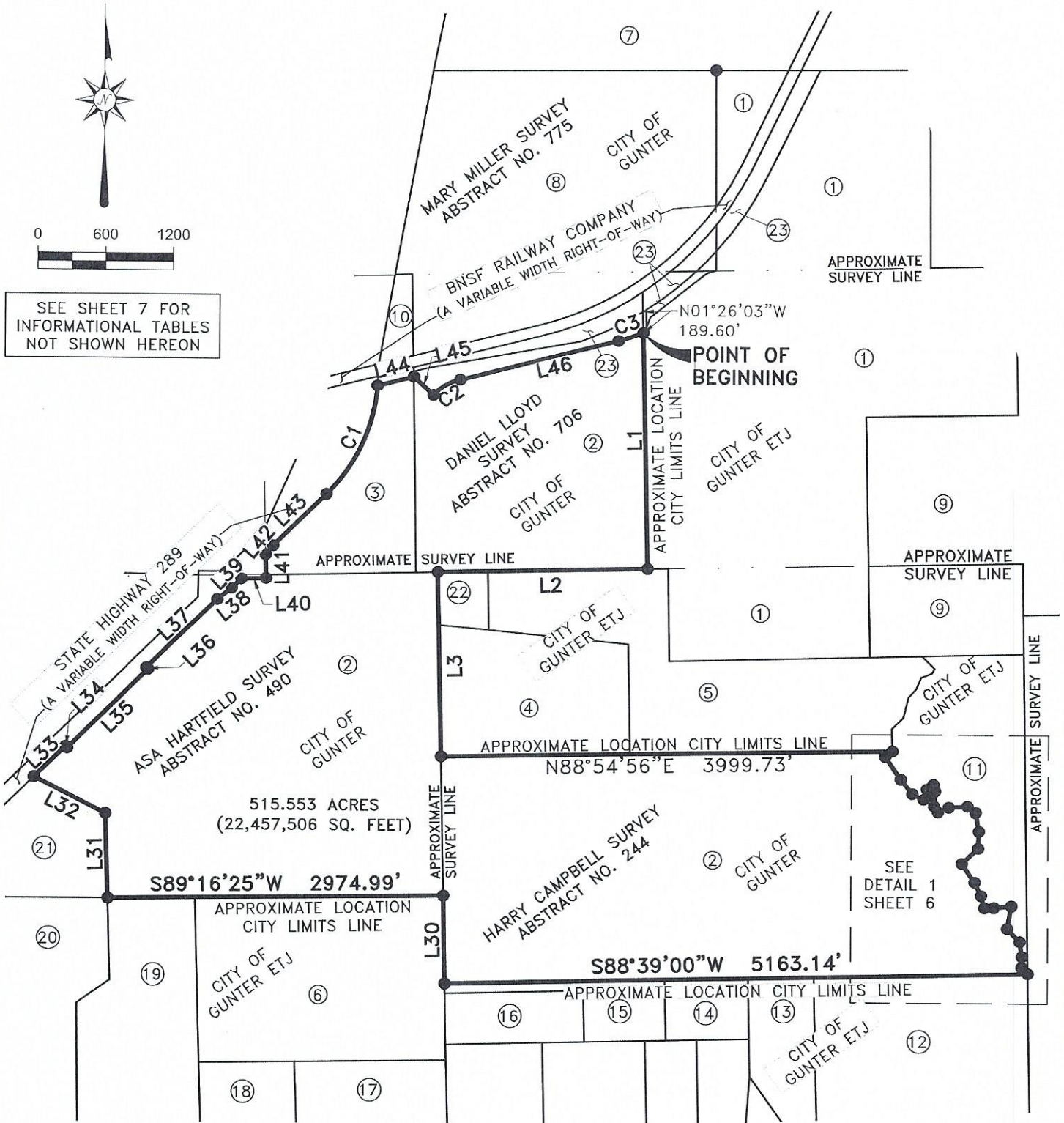
Aaron C. Brown, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Registration No. 6702  
LIA Surveying, Inc.  
3017 West 7<sup>th</sup> Street, Suite 300  
Fort Worth, Texas 76107  
817-288-1900  
TBPELS Firm No. 10194382

March 29, 2023





SEE SHEET 7 FOR INFORMATIONAL TABLES NOT SHOWN HEREON



**LEGEND**  
 D.R.G.C.T.  
 #  
 C.C.#

DEED RECORDS,  
 GRAYSON COUNTY, TEXAS  
 PARCEL NUMBERS  
 COUNTY CLERK'S FILE NO.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH TBPELS ACTS AND RULES PAGE 97 OF 109 UPDATED APRIL 1, 2021 INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

BASIS OF BEARINGS IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, (NAD83 (2011) EPOCH 2010), AS DETERMINED BY GPS OBSERVATIONS

(REV. 03/19/2026)

PAGE 5  
 OF 7

DATE:	03/29/2023
DRWN BY:	S.A.T.
CHKD BY:	A.C.B.
PROJ NO.	LJAR2123

**EXHIBIT "A"**  
 515.553 TOTAL ACRES  
 IN THE DANIEL LLOYD SURVEY, ABST. NO. 706,  
 HARRY CAMPBELL SURVEY, ABST. NO. 244 AND THE  
 ASA HARTFIELD SURVEY, ABST. NO. 490  
 CITY OF GUNTER, GRAYSON COUNTY, TEXAS

**LJA Surveying, Inc.**  
 3017 West 7th Street  
 Suite 300  
 Fort Worth, Texas 76107  
 Phone 817-288-1900  
 T.B.P.E.L.S. Firm No. 10194382

S:\NTX-SUR\2-NTX Survey-Projects\LJAR2123-2201\_Dorchester\LJAR2123EX02\_REV2.dwg 3/19/2026



**PROPERTY OWNERSHIP TABLE**

①	BN LEASING CORPORATION AND BNSF DEVELOPMENT CO LLC C.C.# 2021-43856 D.R.G.C.T.	⑨	TAYLOR LEE STRAWN AND ERNEST B STRAWN JR C.C.# 2019-25572 D.R.G.C.T.	⑰	GUNTERVEST LLC C.C.# 2019-9823 D.R.G.C.T.
②	BN LEASING CORPORATION C.C.# 2021-40235 D.R.G.C.T.	⑩	AP DUPONT LP VOL. 4175, PG. 33 D.R.G.C.T.	⑱	SU AND AJ AHMED REVOCABLE TRUST C.C.# 2021-12754 D.R.G.C.T.
③	BN LEASING CORPORATION C.C.# 2021-43257 D.R.G.C.T.	⑪	RUSSELL LINDA STRAWN C.C.# 2020-15349 D.R.G.C.T.	⑲	RICH MEADOWS LLC C.C.# 2019-19844 D.R.G.C.T.
④	BN LEASING CORPORATION C.C.# 2021-41425 D.R.G.C.T.	⑫	HARRIS STREETMAN LLC C.C.# 2009-24390 D.R.G.C.T.	⑳	DAVID R & MARY COLTER VOL. 3204, PG. 318 D.R.G.C.T.
⑤	BN LEASING CORPORATION C.C.# 2021-41585 D.R.G.C.T.	⑬	JOHN STANDEFER III AND ROXANNE STANDEFER C.C.# 2018-18767 D.R.G.C.T.	㉑	PADOVA INVESTMENT GROUP INC VOL. 4204, PG. 251 D.R.G.C.T.
⑥	BN LEASING CORPORATION C.C.# 2021-41251 D.R.G.C.T.	⑭	SCOTLAND ADVISOR LP C.C.# 2020-30974 D.R.G.C.T.	㉒	GUNTER SPECIAL UTILITY DISTRICT VOL. 3824, PG. 904 D.R.G.C.T.
⑦	PRESTON BEND LP VOL. 4749, PG. 574 D.R.G.C.T.	⑮	KEVIN KLAS AND LEE ANNE KEMP VOL. 5927, PG. 445 D.R.G.C.T.	㉓	BNSF RAILWAY CO C.C.# 2020-16069 D.R.G.C.T.
⑧	PRESTON BEND LP VOL. 4749, PG. 561 D.R.G.C.T.	⑯	RICKIE JOEL STREETMAN VOL. 5930, PG. 511 D.R.G.C.T.		

LINE	BEARING	DISTANCE
L1	S01°26'03"E	2093.49'
L2	S88°46'34"W	1857.24'
L3	S01°17'55"E	1637.75'
L4	S51°47'29"W	79.56'
L5	S34°25'11"E	242.52'
L6	S38°08'37"E	164.31'
L7	S63°50'04"E	113.04'
L8	N53°09'54"E	56.17'
L9	N16°32'54"W	58.86'
L10	N51°39'13"E	71.95'
L11	S15°37'12"E	63.73'
L12	S03°48'48"W	134.29'
L13	S33°28'05"E	63.24'
L14	N66°11'11"E	104.46'
L15	N86°12'32"E	166.28'
L16	S51°05'17"E	90.01'
L17	S10°13'17"E	170.02'
L18	S01°21'43"W	150.02'
L19	S46°41'43"W	200.02'
L20	S34°23'17"E	200.02'
L21	S26°06'17"E	135.02'
L22	S15°03'17"E	110.01'
L23	N89°08'43"E	85.01'

LINE	BEARING	DISTANCE
L24	N84°15'43"E	155.02'
L25	S10°12'43"W	200.02'
L26	S44°17'17"E	160.02'
L27	S08°43'17"E	135.02'
L28	S01°13'43"W	95.01'
L29	S44°30'41"E	77.44'
L30	N01°11'43"W	776.75'
L31	N01°53'30"W	753.84'
L32	N62°59'18"W	710.62'
L33	N45°34'45"E	386.88'
L34	S44°25'15"E	20.00'
L35	N45°35'23"E	1000.12'
L36	N43°23'25"W	20.00'
L37	N45°32'06"E	872.84'
L38	N51°21'35"E	164.81'
L39	N45°40'51"E	119.24'
L40	N88°27'27"E	217.24'
L41	N01°08'20"W	209.02'
L42	N39°06'06"E	103.67'
L43	N45°33'39"E	658.93'
L44	N75°48'01"E	330.75'
L45	S46°43'22"E	240.08'
L46	N75°48'18"E	1440.56'

CURVE	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	42°00'44"	1477.98'	N24°42'32"E	1059.61'	1083.73'
C2	32°31'40"	495.00'	N59°32'28"E	277.26'	281.02'
C3	08°09'32"	1637.00'	N71°43'32"E	232.91'	233.11'

(REV. 03/19/2026)

PAGE 7  
OF 7

DATE:	03/29/2023
DRWN BY:	S.A.T.
CHKD BY:	A.C.B.
PROJ NO.	LJAR2123

**EXHIBIT "A"**  
515.553 TOTAL ACRES  
IN THE DANIEL LLOYD SURVEY, ABST. NO. 706,  
HARRY CAMPBELL SURVEY, ABST. NO. 244 AND THE  
ASA HARTFIELD SURVEY, ABST. NO. 490  
CITY OF GUNTER, GRAYSON COUNTY, TEXAS

**LJA Surveying, Inc.**  
3017 West 7th Street Phone 817-288-1900  
Suite 300  
Fort Worth, Texas 76107 T.B.P.E.L.S. Firm No. 10194382

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
BNSF RAILWAY COMPANY, BNSF DEVELOPMENT CO., LLC, BN LEASING  
CORPORATION AND THE CITY OF GUNTER, TEXAS**

This Development Agreement (this "Agreement") is executed between BNSF RAILWAY COMPANY, a Delaware corporation, BNSF DEVELOPMENT CO., LLC, a Delaware limited liability company, and BN LEASING CORPORATION, a Delaware corporation (collectively the "Owner"), and the CITY OF GUNTER, TEXAS, a Type A general law city (the "City") (Owner and City being referred to individually as a "Party" and collectively as the "Parties"), to be effective on the Effective Date as defined in Section 13.11.

**RECITALS**

**WHEREAS**, Owner is the owner of approximately 519.336 acres of land wholly within the jurisdictional limits of the City and (the "City Property", as further defined herein) situated in the Daniel Lloyd Survey, Abstract Number 706, the Asa Hartfield Survey, Abstract No. 490, and the Harry Campbell Survey, Abstract No. 244, City of Gunter, Grayson County, Texas (the "County") described by metes and bounds on Exhibit "A" and shown on Exhibit "B", which property is undeveloped; and

**WHEREAS**, Owner is the owner of approximately 429.924 acres of land wholly within the extraterritorial jurisdiction ("ETJ") of the City and (the "ETJ Property", as further defined herein) situated in the Daniel Lloyd Survey, Abstract Number 706, and the Harry Campbell Survey, Abstract No. 244, Grayson County, Texas (the "County") described by metes and bounds on Exhibit "C" and shown on Exhibit "D", which property is undeveloped (City Property and the ETJ Property is collectively referred to as the "Property"); and

**WHEREAS**, adjacent to the ETJ Property and the City Property is a tract of land in the ETJ owned by Mustang Special Utility District ("MSUD"), and containing approximately 5.1 acres of land, which property is more particularly described by metes and bounds on Exhibit E and shown on Exhibit "F" attached hereto (the "MSUD Property"); and

**WHEREAS**, Owner intends that the City Property, ETJ Property and MSUD Property, (collectively the "Property") be developed as a logistics center offering direct-rail service in a multi-customer, multi-commodity business park that will provide shovel ready facility sites that include rail infrastructure, mainline turnarounds, and interior roads; and

**WHEREAS**, in order to accommodate such logistics center development, the Parties intend that the City Property be developed as a Planned Development ("PD") in accordance with the City of Gunter Comprehensive Zoning Ordinance, manufacturing/industrial district – light (M-1) and the development regulations contained in this Agreement, and that the ETJ Property and MSUD Property be developed as a PD with a base zoning of M-1, with certain added permitted uses, pursuant to development regulations contained in this Agreement; and

**WHEREAS**, a memorandum of this Agreement will be recorded in the deed records of the County (so as to bind Owner and all future owners of the Property or any portion thereof), and will provide regulatory certainty during the term of this Agreement; and

**WHEREAS**, the Property is located within the sewer and water certificate of convenience and necessity ("CCN") of entities other than the City, and the Parties intend that such entities will be the retail provider of water and sewer to the Property; and

**WHEREAS**, City provided water, sewer, drainage, roadway, and other public infrastructure is not currently available to serve the Property, but Owner is able to provide or obtain from other sources; and

**WHEREAS**, Owner will manage the construction of infrastructure and improvements necessary to serve the Property, including both on-site private improvements and off-site, public improvements; and

**WHEREAS**, City desires to encourage development within the City in order to increase both ad valorem, sales tax, and other revenues, expand and diversify City's tax base, attract visitors and expand the customer base for retail and commercial businesses within the City, and has determined that development of the Property as contemplated herein will promote and stimulate such development; and

**WHEREAS**, the City recognizes the positive impact that the Public Infrastructure for the development contemplated herein will bring to the City and recognizes further that the development will promote state and local economic development; stimulate business and commercial activity in the municipality; advance the development and diversification of the economy of the state; advance development and expansion of commerce in the state; and contribute to the elimination of unemployment or underemployment in the state; and

**WHEREAS**, this Agreement is entered into pursuant to Chapter 43 of the Texas Local Government Code ("LGC"), and in exchange for the promises made by the City as provided herein, the Owner agrees to the voluntary annexation of the ETJ Property in accordance with the terms of this Agreement; and

**WHEREAS**, the Parties intend that this Agreement be a development agreement as provided for by LGC Section 212.172; and

**WHEREAS**, the parties agree to the ETJ Property being annexed and incorporated into the corporate boundaries of the City and to the Property being developed in accordance with the terms of this Agreement; and

**WHEREAS**, the Parties have the authority to enter into this Agreement under state law, including but not limited to the authority granted by LGC Section 212.171; and

**WHEREAS**, this Agreement shall constitute a "permit" under LGC Chapter 245 and as allowed pursuant to LGC Section 212.172(g); and

**WHEREAS**, on November 16, 2023 the Owner submitted its Preliminary Plat Application, Grading Plan, and Development Concept Plan. By letter dated December 1, 2023, the Preliminary Plat Application was determined “not administratively complete,” and the Preliminary Plat Application was returned to Owner. The City contends that the Preliminary Plat Application includes the Grading Plan and the Development Concept plan. Owner asserts that the submittal of and the City’s receipt of the Grading Plan and Development Concept Plan vested Owner’s rights in the development of the Property; and

**WHEREAS**, by letter dated March 18, 2024, Owner submitted responses to the City comments dated December 1, 2023, along with a revised Preliminary Plat Application, attached hereto and incorporated herein as Exhibit “G,” to the City, which submission was accepted by the City; and

**WHEREAS**, the Owner claims that its rights vested in the development on November 16, 2023, pursuant to Chapter 245 of the LGC by the filing of the Development Concept Plan and Grading Plan; and

**WHEREAS**, the Parties previously entered into that certain Development Agreement effective May 18, 2023, and terminated by mutual agreement of the Parties on October 19, 2023; and

**WHEREAS**, on or about May 10, 2024, the City denied the Preliminary Plat Application; and

**WHEREAS**, On May 17, 2024, Owner filed its Original Petition and Application for Writ of Mandamus and Permanent Injunction, stating claims to compel approval of Owner’s Preliminary Plat Application; and

**WHEREAS**, approval of this Agreement will resolve the matters that are the subject of the lawsuit. Thus, upon approval of this Agreement and the Preliminary Plat Application, Owner will nonsuit the litigation, with prejudice; and

**WHEREAS**, nothing contained in this Agreement shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council’s legislative discretion or functions with respect to any matters not specifically addressed in this Agreement; and

**WHEREAS**, the Parties intend for this Agreement to take effect on the Effective Date.

**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:

#### **ARTICLE I.** **DEFINITIONS**

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

**Affiliates of Owner** means any other person or entity directly or indirectly controlling, directly or indirectly controlled by or under direct or indirect common control with Owner. As used in this definition, the term “control”, “controlling” or “controlled by” shall mean the possession, directly or indirectly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of Owner or (b) direct or cause the direction of management or policies of Owner, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of Owner or any affiliate of such lender.

**Building Codes** means all building, residential, plumbing, electrical, energy conservation, gas, mechanical, and fire codes, inclusive of all local amendments thereto, adopted by the City from time to time and uniformly enforced by the City with the City’s corporate limits and uniformly applicable to similarly situated development within the City’s corporate limits.

**City** means the City of Gunter, a Type A general-law municipality located in Grayson County, Texas.

**City Council** means the City Council of the City.

**City Regulation(s)** means any City Code provision, ordinance, rule, regulation, standard, policy, order, guideline, master plans, design standards, uniform and international building and construction codes, or other City-adopted or City-enforced requirement, as amended and duly adopted by the City.

**Effective Date** has the meaning set forth in Section 11.12.

**End User** means any owner, developer, tenant, user, or occupant of a Fully Developed and Improved Parcel.

**Force Majeure** means any act that (1) materially and adversely affects a party’s ability to perform the relevant obligations under this Agreement or delays such affected party’s ability to do so, (ii) is beyond the reasonable control of the affected party, (iii) is not due to the affected party’s fault of negligence and (iv) could not be avoided by the party who suffers it by the exercise of commercially reasonable efforts. “Force Majeure” shall include (a) natural phenomena, such as storms, floods, lightning, and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected party; (e) fires; (f) epidemics or pandemics; (g) governmental shutdowns, and (h) actions or omissions of a governmental authority (including the actions of the City in its capacity as a governmental authority) that were not voluntarily induced or promoted by the affected party, or brought about by the breach of its obligations under this Agreement or any applicable law or failure to comply with City Regulations; provided however, that under no circumstances shall Force Majeure include any of the following events: (a) changes in market conditions; (b) any strike or labor dispute involving the employees of the Owner or any affiliate of the Owner, other than industry or nationwide strikes or labor disputes; (c) the occurrence of any

manpower, material or equipment shortages. The events listed in (a) through (c) that are beyond the reasonable control of the Owner shall be included in Force Majeure.

**Fully Developed and Improved Parcel** means any parcel of land in the City Property and after annexation, the ETJ Property and the MSUD Property, regardless of proposed use, which has received all necessary City permits and approvals needed to obtain a certificate of occupancy.

**Governmental Authority** means any Federal, state or local governmental entity (including any taxing authority) or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof) and any arbitrator to whom a dispute has been presented under Governmental Rule, pursuant to the terms of this Agreement or by agreement of the Parties.

**Governmental Rule** means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order of any Governmental Authority, as amended from time to time, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority.

**Impact Fees** means all water and sewer impact fees assessed, imposed and/or collected by the City in accordance with City Regulations adopted by the City or hereinafter adopted.

**Mayor** means the Mayor of the City.

**Notice** means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

**Final Plat Review Fees** shall have the meaning set forth in Section 5.01.

**Private Improvements** means the improvements to the Property which are not dedicated for public use.

**Property** means the 519.336 acres of land wholly within the jurisdictional limits of the City and (the "City Property") situated in the Daniel Lloyd Survey, Abstract Number 706, the Asa Hartfield Survey, Abstract No. 490, and the Harry Campbell Survey, Abstract No. 244, City of Gunter, Grayson County, Texas described by metes and bounds on Exhibit "A" and shown on Exhibit "B", which property is undeveloped; and the 429.924 acres of land wholly within the extraterritorial jurisdiction ("ETJ") of the City and (the "ETJ Property"), situated in the Daniel Lloyd Survey, Abstract Number 706, and the Harry Campbell Survey, Abstract No. 244, Grayson County, Texas described by metes and bounds on Exhibit "C" and shown on Exhibit "D", which property is undeveloped, the MSUD property, containing approximately 5.1 acres of land, which property is more particularly described by metes and bounds on Exhibit "E" and shown on Exhibit "F".

**Public Infrastructure** means drainage, public street and road improvements, public utility improvements, or other public improvements and facilities for the service of and of benefit to land located within the City Property and after annexation, the ETJ Property and MSUD Property.

**Public Infrastructure Costs** means the actual costs to design and construct the Public Infrastructure, including design, engineering, legal, required payment, performance and maintenance bonds, bidding, support, construction, construction management, administrative and inspection costs.

## **ARTICLE II** **PROJECT OVERVIEW**

**Section 2.01 Logistics Center.** Owner intends that the Property be developed as a logistics center offering direct-rail service in a multi-customer, multi-commodity business park. Owner plans to invest directly in the development of the Logistics Center (the “Facility”) to create fully-permitted, shovel-ready sites with rail infrastructure-including mainline turnouts, industry common track and interior roads. The Facilities are designed to serve both manifest mixed freight and unit train single commodity customers.

**Section 2.02. Public Infrastructure Funding.** Public Infrastructure Costs, if any, shall be paid by Owner. Upon completion and acceptance by the State of Texas, Grayson County, Texas or the City of Gunter, Texas, as applicable, Public Infrastructure, if any, shall be owned and maintained by the applicable Governmental Authority.

**Section 2.03. Private Improvements Funding.** All costs of the design, construction and installation of the Private Improvements shall be paid by the Owner. All costs of maintenance, operation and repair, including capital repair and replacement of the Private Improvements, shall be paid by the Owner.

## **ARTICLE III.** **GOVERNING REGULATIONS**

**Section 3.01. Governing Regulations.** The City Property shall be developed as a Planned Development for light manufacturing and industrial uses in accordance with this Agreement and City Regulations attached hereto and incorporated herein for all intents and purposes as Exhibit “H”. The ETJ Property and MSUD Property shall be developed as a Planned Development for light manufacturing and industrial uses, with certain added permitted uses in accordance with this Agreement and City Regulations in Exhibit “H, Development Regulations, attached hereto and incorporated herein for all intents and purposes. In the event of any conflict between the City Regulations and this Agreement, the provisions of this Agreement shall control, except as otherwise expressly provided in this Agreement.

**Section 3.02. Vested Rights.** This Agreement shall constitute a “permit” under LGC Chapter 245 that is deemed filed with the City on the Effective Date. The Owner does not, by entering into this Agreement, waive any rights or obligations arising under said Chapter 245, including its claim that Owner’s rights vested on November 16, 2023. Upon an administratively complete application for a final plat for any portion of the Property, Owner may claim additional vested rights not already acquired as to the portion of the Property contained in the final plat based upon City Regulations in effect at the time of Preliminary Plat Application.

**Section 3.03. Annexation.**

Section 3.03.01 Within five (5) years of the Effective Date of this Agreement and the PD zoning for light manufacturing and industrial uses (M-1) for the City Property, Owner agrees to submit a written petition for voluntary annexation of the ETJ Property and MSUD Property into the City for all municipal purposes pursuant to LGC Chapter 43. The Owner agrees, subject to MSUD approval, to execute and supply any and all instruments and/or documentation necessary for the City to annex the ETJ Property and the MSUD Property into the City's corporate limits. The Parties agree to cooperate in requesting MSUD to sign the written petition for annexation and zoning of the MSUD Property. This Agreement constitutes the written service plan agreement for providing City services to the Property, and if later acquired by Owner, the MSUD Property, in compliance with LGC Chapter 43, Subchapter C-3. Upon annexation of the ETJ Property and the MSUD Property, the City will provide the same municipal services, including without limitation, police and fire services, available to other citizens of the City.

Section 3.03.02. Owner agrees that prior to annexation, use of the ETJ Property shall be restricted to the light manufacturing and industrial uses described in Exhibit "H" of this Agreement. Further, Owner agrees to develop the ETJ Property as described and depicted in the Concept Plan attached hereto as Exhibit "I" and incorporated herein for all purposes. Owner acknowledges and agrees that Section 3.03 was a material inducement for the City to enter into this Agreement with Owner. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's authority to annex the ETJ Property.

Section 3.03.03. The Owner acknowledges the City's compliance with Federal and State Constitutions, rules and regulations, and all statutes, case law, and local ordinances relating to annexations and waives any right or claim for a taking relating thereto. The Parties agree to cooperate in good faith with each other in such annexation process, including, but not limited to, the execution by the Owner and the City of such further documents or instruments as may be reasonably requested from time to time by either party to properly effectuate such voluntary annexation.

Section 3.03.04. The Owner acknowledges and agrees that:

- a. Owner is not required to enter into this Agreement;
- b. The annexation procedures described in this Agreement require Owner's consent, and by entering into this Agreement, Owner hereby voluntarily provides such consent; and
- c. With this Agreement and the provisions contained herein, City has provided to Owner the written disclosure required by LGC Section 212.172(b-1).

Section 3.03.05. Zoning.

- a. Owner shall apply for PD Planned Development zoning of the City Property for manufacturing and industrial uses consistent with M-1 –

Manufacturing/Industrial District – Light and Exhibit “H” of this Agreement. The City Council shall consider the zoning change applications for the City Property consistent with the above-described zoning.

- b. Immediately following the annexation of the ETJ Property and the MSUD Property, Owner shall apply for PD Planned Development zoning for the ETJ Property and the MSUD Property. The ETJ Property and MSUD Property zoning shall be for light manufacturing and industrial uses consistent with Exhibit “H” of this Agreement. The City Council shall consider and act upon the zoning change applications for the ETJ Property and the MSUD Property consistent with the above-described zoning within 60 days of annexation. While the Parties expressly acknowledge that the ETJ Property and the MSUD Property will be voluntarily annexed in accordance with Section 3.03 of this Agreement, the Parties agree that the applicable provisions of this Agreement memorialize the plan for development of the ETJ Property and MSUD Property to be annexed into the City as provided for in Section 212.172 of the LGC. Through this Agreement, the Owner expressly consents and agrees to the zoning of the ETJ Property and the MSUD Property consistent with and as contemplated by this Section 4.03.5. In the event of a conflict between this Agreement and the zoning of the ETJ Property and MSUD Property, the Parties agree that his Agreement shall control. Nothing in this Section 3.03.05 is intended to constitute a delegation or contracting away of the governmental authority of the City to zone, or to determine appropriate zoning, and the City reserves the right, at all times, to control the zoning process for all Property that is to be zoned as provided herein. The Owner agrees that nothing in this Agreement shall prevent Exhibits “H”, and “I” and the City Regulations, including but not limited to zoning, from being enforced against an End User.

**Section 3.04.** Traffic Impact Analysis. Owner shall provide responses to comments of City Engineer dated October 9, 2024, regarding the Traffic Impact Analysis (TIA) submitted with the Plat Application. The Parties agree to work in good faith to resolve the City Engineer comments.

**Section 3.05.** Drainage Study. Owner shall provide responses to comments of City Engineer dated October 9, 2024, regarding the Drainage Study. The Parties agree to work in good faith the resolve the City Engineer comments.

#### **ARTICLE IV** **DEVELOPMENT PROCESS**

**Section 4.01** Design and Construction of the Public Infrastructure. Although no Public Infrastructure is anticipated to be constructed by Owner for dedication to the City pursuant to this Agreement, any necessary Public Infrastructure, including drainage facilities, public street and road improvements, utility improvements, parks and recreation areas or other public improvements for the service of the Property, will be constructed by Owner. Any Public Infrastructure will be built in conformance with the Gunter Code of Ordinances as of November 16, 2023.

(a) In the event that Public Infrastructure is necessary, prior to construction, Owner shall make, or cause to be made, application for any necessary permits and approvals required by City and any applicable governmental authorities to be issued for the construction of the Public Infrastructure, if any. Owner shall require the design, inspection and supervision of the construction of the Public Infrastructure, to be undertaken in accordance with City standards and regulations.

(b) In the event that Public Infrastructure is necessary, Owner shall, and shall require its contractors, to comply with all local and state laws and regulations regarding the design and construction of the Public Infrastructure applicable to similar facilities constructed by City, including, but not limited to, any applicable requirement relating to payment, performance and maintenance bonds. Upon the completion of the construction of any portion of the Public Infrastructure, Owner shall provide City with proof that all amounts owing to contractors and subcontractors have been paid in full evidenced by the customary affidavits executed by Owner and/or its contractors.

(c) In the event that Public Infrastructure is necessary, Owner agrees to cause the contractors and subcontractors which construct the Public Infrastructure to provide payment bonds and performance bonds for the construction of the Public Infrastructure to ensure completion of the Public Infrastructure in the same manner as contracts that are subject to Chapter 2253, Texas Government Code, in forms reasonably satisfactory to City.

(d) In the event that Public Infrastructure is necessary and unless otherwise approved in writing by the City, all Public Infrastructure shall be constructed and dedicated to the City in accordance with the City Regulations, including the provision of payment and performance bonds customarily required by the City.

**Section 4.02. Construction Agreements.**

(a) In the event that Public Infrastructure is necessary, the following requirements apply to Construction Agreements:

- (i) Plans and specifications shall comply with all Governing Regulations;
- (ii) Prior to commencement of construction for any Public Infrastructure (or portions or segments thereof), the Owner shall provide to the City fully executed copies of all Construction Agreements, and thereafter the Owner shall provide the City with any amendments, supplements, and change orders thereto;
- (iii) Each Construction Agreement shall provide that the Owner is an independent contractor, independent of and not the agent of the City and that the Owner is responsible for retaining, and shall retain, the services of necessary and appropriate architects and engineers licensed in the State of Texas; and

- (iv) Each Construction Agreement shall provide that if any provision is in conflict with this Agreement, this Agreement shall control to the extent of the conflict.
- (v) Each Construction Agreement shall provide that the Owner shall indemnify the City for the negligent acts or omissions of contractors.

(b) In the event that Public Infrastructure is necessary, each Construction Agreement shall require its contractors and, to the extent the contractor's coverage does not include subcontractors, its subcontractors to carry the following types of insurance:

- (i) Commercial general liability insurance insuring the City, Owner, and Owner's contractors and subcontractors against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of Owner, Owner's contractors and subcontractors, the City and their respective officers, directors, agents, contractors, or employees, in the amount of \$1,000,000 Per Occurrence, \$2,000,000 General Aggregate Bodily Injury and Property Damage. Owner contractor(s) may procure and maintain a Master or Controlled Insurance policy to satisfy the requirements of this section, which may cover other property or locations of Owner's contractor(s) and its affiliates, so long as the coverage required in this section is separate;
- (ii) Worker's Compensation insurance as required by law;
- (iii) \$2,000,000 Umbrella/Excess insurance;
- (iv) Automobile insurance covering all operations of Owner's contractor(s) pursuant to the applicable Construction Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

(c) In the event that Public Infrastructure is necessary, each Construction Agreement shall include the following with respect to insurance coverage:

- (i) To the extent available, each policy shall be endorsed to provide that the insurer waives all rights of subrogation against the City;
- (ii) Each policy of insurance with the exception of Worker's Compensation and professional liability shall be endorsed to include the City (including its former, current, and future officers, directors, agents, and employees) as additional insureds;
- (iii) Policies shall be procured from financially sound and reputable insurers licensed to do business in the State of Texas and having an A.M. Best rating of not less than A-8 or, if not rated with A.M. Best, the equivalent of A.M. Best's surplus size of A-8 (or otherwise approved by the City Manager);

- (iv) Each policy, with the exception of Worker's Compensation and professional liability, shall be endorsed to provide the City thirty (30) days' written notice prior to any cancellation, termination or material change of coverage; and
- (v) Owner shall cause each contractor to deliver to the City the policies, copies of policy endorsements, and/or certificates of insurance evidencing the required insurance coverage before the commencement of construction of the Public Infrastructure and within 10 days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of premium. On every date of renewal of the required insurance policies, the contractor shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the contractor shall within ten (10) business days after written request provide the City with the Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies).

(d) In the event that Public Infrastructure is necessary, Owner shall submit to the City plans and specifications for the Public Infrastructure prior to commencing construction, advertising for bids, or requesting proposals for such improvements. No advertising for bids or requests for proposal shall be delivered and no construction shall commence until the related plans and specifications have been approved in writing by the Mayor, the approval of which shall not be unreasonably withheld, delayed or denied. Owner shall not be required to publicly bid or solicit competitive sealed bids for any Public Infrastructure constructed or financed in compliance with §252.022(a)(9), LGC.

(e) The City will engage a third-party reviewer for commercial building permits for the City Property and after annexation, the ETJ Property and MSUD Property. The City and the third-party reviewer shall provide initial plan review comments of the plans and specifications as soon as reasonably possible but in no case more than thirty (30) business days after receipt of a complete set of plans and supporting documents or any amendments or resubmittals with changes. The costs associated with the third-party reviewer shall be paid by Owner.

**Section 4.03 Bonds, Insurance and Inspection of Public Infrastructure.** In the event that Public Infrastructure is necessary, on acceptance by the City of any portion of the Public Infrastructure constructed on the City Property and after annexation, the ETJ Property and MSUD Property, the Owner's contractor shall submit to the City a maintenance bond, in a form acceptable to the City, in the sum of one hundred per cent (100%) of the total contract price for construction of such portion of the Public Infrastructure and conditioned that the contractor will repair or replace all defects due to faulty material and/or workmanship that appear within two years from the date of final approval by the City. Owner shall procure and maintain in force public liability and property damage insurance in accordance with this Agreement. All Public Infrastructure shall be inspected and tested for compliance with the Governing Regulations at Owner's cost by a City employee or third-party inspector retained by the City.

**Section 4.04** Building Permits; Inspection of Structures.

(a) Owner shall not construct, or allow to be constructed, on the portion of the City Property and after annexation, the ETJ Property or MSUD Property owned by such Owner, a Structure until a permit is issued by the City certifying that the plans and specifications for the Structure are in compliance with the applicable Building Codes and applicable City development standards (a "Building Permit").

(b) Commercial site development permits may be issued prior to Building Permits to allow commencement of development, including but not limited to site grading work, retaining wall installation, and construction of underground utilities, parking and drainage facilities.

(c) Owner may satisfy the requirement for two points of fire access using an all-weather gravel base for construction.

(d) Each Structure shall be inspected for compliance with the Building Permit issued for the Structure and the applicable plans and specifications, Codes and ordinances. At the City's option, inspections may be performed by a City employee or by a third-party contractor retained by the City.

**ARTICLE V.**  
**DEVELOPMENT FEES**

**Section 5.01.** Final Plat Review Fees. Development of the Property shall be subject to payment to the City of the reasonable and customary fees and charges applicable to the City's final plat review and approval process (the "Final Plat Review Fees") according to the fee schedule adopted by the City Council and in effect on the date of submittal of each plat application.

**Section 5.02.** Plan Review Fees and Construction Review Fees. Development of the Property shall be subject to payment to the City of the reasonable and customary fees and charges applicable to the City's review of plans and specifications for Public Infrastructure (the "Plan Review Fees") according to the fee schedule adopted by the City Council and in effect on the date of submittal of each set of plans and specifications. Any commercial projects within the Property shall be reviewed either by the City or by a third-party and the costs associated with the review shall be paid by an applicant in accordance with the City's then current fee schedule and ordinances.

**Section 5.03.** Impact Fees. The City acknowledges and agrees that Owner may provide certain capital improvements to the City at the cost of the Owner, and Owner shall receive full dollar credit against any water, sanitary sewer, drainage and roadway impact fees for any CIP improvements made or constructed by Owner and conveyed to the City, pursuant to Chapter 395, Texas Local Government Code. Such credit shall not exceed the amounts utilized in the City's Impact Fee Study for each of the eligible projects.

**Section 5.04.** Park Land Dedication. Owner agrees that the Logistics Center contemplated by this Agreement may result in a population increase in the City as a result of the new employment opportunities at the Logistics Center. Therefore, Owner agrees to pay the City a cash payment of money in the amount of twenty thousand dollars (\$20,000) to be dedicated to

the Parkland Dedication Fund to be used for acquisition and development of parks, hike-and-bike trails or public open space located within the City.

**Section 5.05. Payment of Fees.** Except for the fees which are expressly exempted or waived in this Agreement, Owner shall be responsible for and pay all fees or charges of any kind are due and payable to the City in connection with the development of the Property.

**ARTICLE VI.**  
**TITLE TO PUBLIC INFRASTRUCTURE**

**Section 6.01. Roadways.** The Parties recognize that the Project—a logistics center—while primarily focusing on rail transportation, will also allow commercial truck traffic ingress and egress to the Property. Owner recognizes the City’s concerns about commercial traffic not being confined on State Highway 289 (Preston Road), and FM 121 (Main Street) and interior roads in the Project. Owner agrees to work with the City to provide signage on the Property to notify commercial traffic of the City’s preferred routes.

**Section 6.02. Drainage.** Owner shall construct drainage improvements on the Property in accordance with the City Regulations, except that no underground drainage facilities shall be required.

**Section 6.03. Dedication and Ownership of Public Infrastructure.** Upon completion of construction of Public Infrastructure, if any, in accordance with the City Regulations and accepted by the Mayor or designee on behalf of the City, title to the Public Infrastructure shall transfer to the City, after which the City shall own and maintain the completed Public Infrastructure.

**ARTICLE VII.**  
**FIRE PROTECTION**

**Fire Protection.** Owner specifically understands that the City of Gunter is served by a volunteer fire organization that may not be equipped to handle the possible extreme fire hazards posed by such operations on the Property. Because the City volunteers and equipment are thus likely insufficient to meet the possible fire hazards that may occur on the Property, Owner agrees to provide annual hazardous materials response training to the City Fire Department volunteers and other City personnel upon written request by the City at no cost to the City.

**ARTICLE VIII.**  
**TERM OF AGREEMENT; TERMINATION**

**Section 8.01. The Term.** This Agreement shall be (i) twenty-five (25) years after the Effective Date unless extended by mutual agreement of Owner and the City (as extended, the “Term”). Upon expiration of the Term, the City shall have no obligations under this Agreement with the exception of maintenance and operation of the Public Infrastructure.

**Section 8.02. Termination of Agreement.** This Agreement may be terminated as to all of the Property (a) at any time by mutual written consent of the City and Owner, (b) for any uncured

default in performance of the terms and conditions of this Agreement in accordance with Article IX, or (c) if PD Planned Development zoning of the Property in accordance with Article III is not approved within forty five (45) days of the filing for said zoning.

**ARTICLE IX.**  
**EVENTS OF DEFAULT; REMEDIES**

**Section 9.01. Events of Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

**Section 9.02. Owner Default.** Each of the following events shall be an “Event of Default” by the Owner under this Agreement:

(a) So long as the City has complied with the terms and provisions of this Agreement, the Owner shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) days after the date on which written notice thereof is given by the City to the Owner;

(b) The Owner shall fail in any material respect to maintain any of the insurance or bonds required by this Agreement, and the continuation of the failure without cure for a period of thirty (30) days after the written notice thereof by City to Owner; or

(c) The Owner shall fail to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within ninety (90) days after written notice thereof is given by the City to the Owner (provided that if such default cannot reasonably be cured within ninety (90) days, then the Owner shall have an additional reasonable period of time within which to cure such default, not to exceed an additional ninety (90) days).

**Section 9.03. City Default.** Each of the following events shall be an Event of Default by the City under this Agreement:

(a) So long as the Owner has complied with the terms and provisions of this Agreement, the City shall fail to pay to the Owner any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) days after written notice thereof is given by the Owner to the City;

(b) The City shall fail to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of money, and shall not cure such failure within ninety (90) days after written notice thereof is given by the Owner to the City (provided that if such default cannot reasonably be cured within ninety (90) days, then the City shall have an

additional reasonable period of time within which to cure such default, not to exceed an additional ninety (90) days).

**Section 9.04. Remedies.** IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Owner A" based on the grounds that Owner A is in default with respect to any other tract or based on the grounds that any other developer is in default with respect to any other tract) unless the default is in the nature of the failure to undertake a shared obligation as between such tracts or developers; or
- (c) adversely affect or impair the current or future obligations of the City to provide utility service to any portion of the Property within its CCN; or
- (d) entitle the aggrieved Party to seek or recover monetary damages of any kind; or
- (e) limit the Term.

#### **ARTICLE X.** **ASSIGNMENT AND ENCUMBRANCE**

**Section 10.01. Assignment by Owner to Successor Owners.** Owner has the right, with the written consent of the City, such consent not to be unreasonably withheld, to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property. Notwithstanding the foregoing, Owner may assign any obligation, right, or interest to Affiliate by providing written notice of the assignment to the City. Each assignment shall be in writing in a form reasonably approved by the City executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned to such Assignee. A copy of each assignment shall be provided to all Parties. Provided that the Assignee assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement as to the Property or portion of the Property in question, the Owner will be released from any rights and obligations under this Agreement as to the portion of the Property involved in such assignment, effective upon receipt of a copy of the assignment by the City. It is specifically intended that this Agreement and all terms, conditions, and covenants herein shall survive a transfer, conveyance or assignment occasioned by the exercise of foreclosure of lien rights to a creditor or a party hereto, whether judicial or nonjudicial, as evidenced by consent to this Agreement by all lien holders against the Property as

of the Effective Date subordinating such liens to this Agreement. 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 true and correct copies of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement. Notwithstanding the foregoing, no assignment of this Agreement or any rights of or receivables due the Owner under this Agreement or any other agreement relating to the Property may be made by the Owner to any party or entity for the purpose of or relating to the issuance of bonds or other obligations.

**Section 10.02. Assignment by the City.** The City shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, without the prior written approval of Owner, which shall not be unreasonably withheld, denied, or delayed.

**Section 10.03. Encumbrance by Owner and Assignees.** Owner has the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement for the benefit of its lenders without the consent of, but with prompt written notice to, the City, and in no event provided later than twenty (20) days after any such encumbrance takes effect. 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. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

**Section 10.04. Encumbrance by City.** The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Owner's prior written consent.

## ARTICLE XI.

### RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

**Section 11.01. Binding Obligations.** A memorandum of this Agreement will be recorded in the deed records of the County. In addition, all assignments of this Agreement shall be recorded in the deed records of the County and a copy of the recorded assignment shall be delivered to the City as a condition to the City having notice of the assignment or having the assignment binding upon the City. This Agreement, when recorded, shall be binding upon the Property, the Parties,

and all successor Owners of all or any part of the Property, provided, however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-User of a Fully Developed and Improved Parcel except for the land use and development regulations that apply to specific parcels. An End-User shall not be considered an Owner. For purposes of this Article XI, the Parties agree the term "land use and development regulations that apply to specific parcels" means all of the Governing Regulations.

**Section 11.02. Releases.** From time to time upon written request of Owner, the Mayor shall execute, in recordable form, subject to approval as to form by the City Attorney, a partial release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of the Building Codes and the Development Regulations.

**Section 11.03. Estoppel Certificates.** From time to time upon written request of Owner, the Mayor will execute a written estoppel certificate, subject to approval as to form by the City Attorney, identifying any obligations of Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, Owner is in compliance with its duties and obligations under this Agreement, except as expressly identified. The City is entitled to recover all of the City's out-of-pocket expenses for gathering the information required to sign the estoppel certificate, including professional and consulting fees and related expenses, and such expenses shall be paid prior to the City releasing the estoppel certificate.

## **ARTICLE XII. ADDITIONAL PROVISIONS**

**Section 12.01. Recitals.** The recitals contained in this Agreement: (a) are legislative findings by the City Council; (b) are true and correct as of the Effective Date; (c) contribute to the basis upon which the Parties negotiated and entered into this Agreement; and (d) reflect the final intent of the Parties as stated therein. In the event 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.

**Section 12.02. 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 5<sup>th</sup> business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested, with a confirming copy sent by e-mail; (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 by delivery in person or by regular mail. Notices given pursuant to this section shall be addressed as follows:

To the City:	City of Gunter
	Attn: Mayor

P.O. Box 349 (mailing)  
105 N 4th Street  
Gunter, Texas 75058  
e-mail: ksouther@ci.gunter.tx.us

City of Gunter  
Attn: City Secretary  
P.O. Box 349 (mailing)  
105 N 4th Street  
Gunter, Texas 75058  
e-mail: citysecretary@ci.gunter.tx.us

With a copy to:

Courtney Goodman-Morris  
Nichols Jackson  
1800 Ross Tower  
500 N. Akard St.  
Dallas, Texas 75201  
e-mail: cmorris@nicholsjackson.com

To the Owner:

BNSF Development Co., LLC  
BNSF Railway Company  
BN Leasing Corporation  
Attn: Lacy Kreger  
2650 Lou Menk Dr., MOB-2  
Fort Worth, Texas 76131  
e-mail: lacy.kreger@bnsf.com

With a copy to:

BNSF Railway Company  
Attn: Law Department  
2650 Lou Menk Dr.  
Fort Worth, Texas 76131  
e-mail: shanna.cargill@bnsf.com

**Section 12.03. Authority and Enforceability.** The City represents and warrants that this Agreement has been approved 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, and that the individuals executing this Agreement on behalf of Owner have 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.

**Section 12.04. Entire Agreement; Severability; Amendment.** This Agreement 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 City, Owner, and the owner of the portion of the Property affected by the amendment. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. If it is determined by a judgment of a trial court with jurisdiction over the matter that any of the Property is not located within the City's ETJ, this Agreement shall remain in full force and effect with respect to the remainder of the Property unless Owner elects to terminate the Agreement pursuant to Article VII.

**Section 12.05 INDEMNIFICATION and HOLD HARMLESS.** OWNER, ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL THIRD PARTY CLAIMS, LAWSUITS, JUDGMENTS, DAMAGES AND DEMANDS, COSTS AND EXPENSES FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT MAY ARISE OUT OF OR BE OCCASIONED BY OWNER'S BREACH OF THIS AGREEMENT OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR OTHER WRONGFUL CONDUCT OF THE OWNER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY TO THE EXTENT THAT IT RESULTS FROM THE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR BREACH OF OWNER AND CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

**Section 12.06. 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 Grayson County. Venue and exclusive jurisdiction for any action to enforce or construe this Agreement shall be a state court of competent jurisdiction in Grayson County, Texas.

**Section 12.07. No 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 of this Agreement. 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.

**Section 12.08. No Third Party Beneficiaries.** Except as otherwise provided in this section, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. An End-User shall be considered a third-party beneficiary of this Agreement, but only for the limited purposes for which an End-User 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.

**Section 12.09. Force Majeure.** Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

**Section 12.10. Effective Date.** This Agreement will become effective on the later to occur of: (a) approval and authorization of this Agreement by majority vote of a quorum of the City Council following the fulfillment of all notice and public meeting requirements of Texas law; and (b) execution by Owner or Owner’s duly authorized representative, and (c) the approval and adoption of the final plat of the Property by majority vote of a quorum of the City Council.

**Section 12.11. 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.

**Section 12.12. Further Documents.** Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

**Section 12.13. Obligations of the Parties.** This Agreement is subject to the obligations of the Parties as follows: (i) City adoption of PD zoning for the City Property; (ii) the Owner requesting voluntary annexation of the ETJ Property and MSUD Property within five (5) years of the Effective Date of this Agreement; (iii) City annexation of ETJ Property and MSUD Property and concurrent PD zoning of ETJ Property and MSUD Property as provided herein; (iv) City and Owner having entered into an separate agreement providing for Owner to reimburse City for all reasonable and necessary costs for professional fees, including, but not limited to, reasonable and necessary fees for attorneys, financial advisors, engineers, surveyors, and other professionals engaged by City to provide professional services relating to the development of the Property. Notwithstanding the foregoing, Owner is not obligated to pay for any fees or cost incurred by the City associated with Cause No. CV-24-1241 pending in the 15<sup>th</sup> Judicial District Court of Grayson

County, Texas, and the City is not obligated to pay any fees or costs incurred by BNSF associated with Cause No. CV-24-1241 pending in the 15<sup>th</sup> judicial District Court of Grayson county, Texas.

**Section 12.14. Employment of Undocumented Workers.** During the term of this Agreement, Owner agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), Owner shall repay the amount of any Reimbursement Payment or other funds received by Owner from City from the date of this Agreement to the date of such violation within 120 days after the date Developer is notified by City of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. Owner is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Owner or by a person with whom Owner contracts.

**Section 12.15 Boycott Israel.** Owner verifies that the Owner (including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Owner) does not Boycott Israel and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

**Section 12.16 Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code.** As of the Effective Date, the Owner represents that, to the extent this Agreement constitutes a "governmental contract" within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required or permitted by or under applicable federal law, neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 (as enacted by Acts 2017, 85th Leg., ch. 96, Senate Bill 253) or 2252.153 of the Texas Government Code.

**Section 12.17 Form 1295 Certificate of Interested Parties.** Prior to its execution of this Agreement, Owner agrees to file with the City pursuant to Texas Government Code 2252.908 (a) signed and completed Texas Ethics Commission ("TEC") Form 1295 and a certification of filing with TEC.

**Section 12.18 Exhibits.** The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of City Property
Exhibit B	Depiction of City Property
Exhibit C	Metes and Bounds Description of ETJ Property
Exhibit D	Depiction of ETJ
Exhibit E	Metes and Bounds Description of the MSUD Property
Exhibit F	Depiction of MSUD Property
Exhibit G	Preliminary Plat Application
Exhibit H	Development Regulations
Exhibit I	Concept Plan

**Section 12.19. Federal Preemption.** Notwithstanding anything herein to the contrary, nothing in this Agreement shall apply to or act to regulate or condition the railroad transportation

services provided by BSNF Railway Company, as such term is contemplated by 49 U.S.C. § 10501. Notwithstanding anything in this Agreement to the contrary, the City has no jurisdiction or approval rights over any track design. In addition, by agreeing to this Agreement, Owner does not intend to waive its preemptive rights under federal law.

Executed by the City and Owner to be effective on the Effective Date.

CITY OF GUNTER

By: [Signature]  
Karen Souther, Mayor

ATTEST:

By: [Signature]  
Detra Gaines, City Secretary



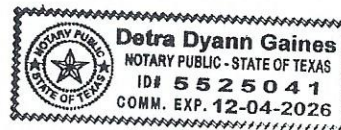
APPROVED AS TO FORM:

[Signature]  
Courtney Goodman-Morris, City Attorney

STATE OF TEXAS                   §  
   §  
COUNTY OF GRAYSON         §

This instrument was acknowledged before me on the 21 day of January, 2025, by Karen Souther, Mayor of the City of Gunter, a Texas Type A general-law municipality, on behalf of said municipality.

[Signature]  
Notary Public, State of Texas



OWNER:

BN LEASING CORPORATION

a Delaware corporation

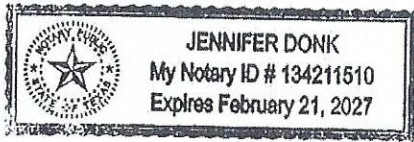
By: 

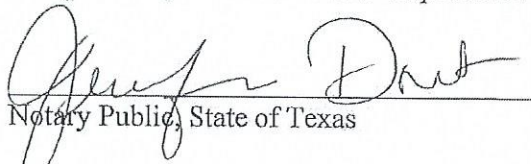
Lacy Kreger, General Director

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of January 2025, by Lacy Kreger for BN Leasing corporation, a Delaware corporation, on behalf of said corporation.



  
Notary Public, State of Texas

OWNER:

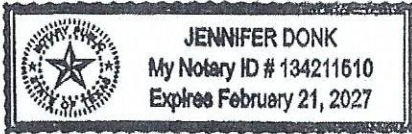
BNSF DEVELOPMENT CO., LLC  
a Delaware limited liability company

By: [Signature]  
Lacy Kreger, General Director

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 22 day of January, 2025, by Lacy Kreger for BNSF Development Co., LLC a Delaware limited liability company on behalf of said limited liability company.

[Signature]  
Notary Public, State of Texas



OWNER:

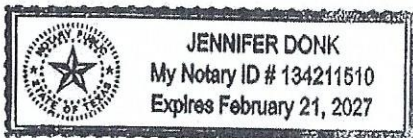
BNSF RAILWAY COMPANY  
a Delaware corporation

By: [Signature]  
Lacy Kreger, General Director

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 22 day of January, 2025, by Lacy Kreger for BNSF Railway Company a Delaware corporation on behalf of said corporation.

[Signature]  
Notary Public, State of Texas



**EXHIBIT "A"**  
**METES AND BOUNDS DESCRIPTION OF CITY PROPERTY**

(See attached)



**EXHIBIT "A"**  
**519.336 ACRES**

BEING 519.336 ACRES OF LAND SITUATED IN THE DANIEL LLOYD SURVEY, ABSTRACT NO. 706, THE ASA HARTFIELD SURVEY, ABSTRACT NO. 490, AND THE HARRY CAMPBELL SURVEY, ABSTRACT NO. 244, CITY OF GUNTER, GRAYSON COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2021-40235 (HEREINAFTER REFERRED TO AS "PARCEL 2"), DEED RECORDS OF GRAYSON COUNTY, TEXAS, AND ALL OF A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2021-43257 (HEREINAFTER REFERRED TO AS "PARCEL 3") OF SAID DEED RECORDS AND A PORTION OF A TRACT OF LAND DESCRIBED TO BNSF RAILWAY CO BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2020-16069 (HEREINAFTER REFERRED TO AS "PARCEL 23") OF SAID DEED RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A POINT ON THE EAST LINE OF SAID PARCEL 2, FROM WHICH THE COMMON NORTH CORNER OF SAID PARCEL 2 AND A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION AND BNSF DEVELOPMENT CO LLC BY DEED RECORDED IN COUNTY CLERK FILE NO. 2021-43856 (HEREINAFTER REFERRED TO AS "PARCEL 1") OF SAID DEED RECORDS BEARS NORTH 01°26'03" WEST, A DISTANCE OF 119.44 FEET;

THENCE SOUTH 01°26'03" EAST, WITH THE WEST LINE OF SAID PARCEL 1, A DISTANCE OF 2163.66 FEET TO THE NORTH LINE OF A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2021-41585 (HEREINAFTER REFERRED TO AS "PARCEL 5") OF SAID DEED RECORDS;

THENCE SOUTH 88°46'34" WEST, WITH THE NORTH LINE OF SAID PARCEL 5, A DISTANCE OF 1857.24 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO GUNTER SPECIAL UTILITY DISTRICT BY DEED RECORDED IN VOLUME 3284, PAGE 904 OF SAID DEED RECORDS;

THENCE SOUTH 01°17'55" EAST, WITH THE WEST LINES OF SAID GUNTER SPECIAL UTILITY DISTRICT TRACT AND A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED RECORDED IN COUNTY CLERK FILE NO. 2021-41251 (HEREINAFTER REFERRED TO AS "PARCEL 4") OF SAID DEED RECORDS, A DISTANCE OF 1637.75 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 4, SAME BEING A REENTRANT CORNER OF SAID PARCEL 2;

THENCE NORTH 88°54'56" EAST, WITH THE SOUTH LINES OF SAID PARCELS 4 AND 5, A DISTANCE OF 3999.73 FEET TO THE SOUTHEAST CORNER OF PARCEL 5 ON THE WEST LINE OF A TRACT OF LAND DESCRIBED TO RUSSELL LINDA STRAWN BY DEED RECORDED IN COUNTY CLERK FILE NO. 2020-15349 OF SAID DEED RECORDS;

THENCE WITH THE WESTERLY LINE OF SAID STRAWN TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 51°47'29" WEST, A DISTANCE OF 79.56 FEET;

SOUTH 34°25'11" EAST, A DISTANCE OF 242.52 FEET;

SOUTH 38°08'37" EAST, A DISTANCE OF 164.31 FEET;

SOUTH 63°50'04" EAST, A DISTANCE OF 113.04 FEET;

NORTH 53°09'54" EAST, A DISTANCE OF 56.17 FEET;

**EXHIBIT "A"**  
**519.336 ACRES**

NORTH 16°32'54" WEST, A DISTANCE OF 58.86 FEET;  
NORTH 51°39'13" EAST, A DISTANCE OF 71.95 FEET;  
SOUTH 15°37'12" EAST, A DISTANCE OF 63.73 FEET;  
SOUTH 03°48'48" WEST, A DISTANCE OF 134.29 FEET;  
SOUTH 33°28'05" EAST, A DISTANCE OF 63.24 FEET;  
NORTH 66°11'11" EAST, A DISTANCE OF 104.46 FEET;  
NORTH 86°12'32" EAST, A DISTANCE OF 166.28 FEET;  
SOUTH 51°05'17" EAST, A DISTANCE OF 90.01 FEET;  
SOUTH 10°13'17" EAST, A DISTANCE OF 170.02 FEET;  
SOUTH 01°21'43" WEST, A DISTANCE OF 150.02 FEET;  
SOUTH 46°41'43" WEST, A DISTANCE OF 200.02 FEET;  
SOUTH 34°23'17" EAST, A DISTANCE OF 200.02 FEET;  
SOUTH 26°06'17" EAST, A DISTANCE OF 135.02 FEET;  
SOUTH 15°03'17" EAST, A DISTANCE OF 110.01 FEET;  
NORTH 89°08'43" EAST, A DISTANCE OF 85.01 FEET;  
NORTH 84°15'43" EAST, A DISTANCE OF 155.02 FEET;  
SOUTH 10°12'43" WEST, A DISTANCE OF 200.02 FEET;  
SOUTH 44°17'17" EAST, A DISTANCE OF 160.02 FEET;  
SOUTH 08°43'17" EAST, A DISTANCE OF 135.02 FEET;  
SOUTH 01°13'43" WEST, A DISTANCE OF 95.01 FEET;  
SOUTH 44°30'41" EAST, A DISTANCE OF 77.44 FEET TO THE SOUTHEAST CORNER OF SAID  
PARCEL 2, SAME BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED TO HARRIS  
STREETMAN LLC BY DEED RECORDED IN COUNTY CLERK FILE NO. 2009-24390 OF SAID DEED  
RECORDS;  
THENCE SOUTH 88°39'00" WEST, WITH THE SOUTH LINE OF SAID PARCEL 2, A DISTANCE OF 5163.14  
FEET TO THE EAST LINE OF A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED  
RECORDED IN COUNTY CLERK FILE NO. 2021-41251 (HEREINAFTER REFERRED TO AS "PARCEL 6") OF  
SAID DEED RECORDS;  
THENCE NORTH 01°11'43" WEST, WITH THE EAST LINE OF SAID PARCEL 6, A DISTANCE OF 776.75 FEET  
TO THE NORTHEAST CORNER OF SAME PARCEL AND BEING A REENTRANT CORNER OF SAID PARCEL 2;

**EXHIBIT "A"**  
**519.336 ACRES**

THENCE SOUTH 89°16'25" WEST, WITH THE SOUTH LINE OF SAID PARCEL 2, A DISTANCE OF 2974.99 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED TO PADOVA INVESTMENT GROUP INC BY DEED RECORDED IN VOLUME 4204, PAGE 251 OF SAID DEED RECORDS;

THENCE NORTH 01°53'30" WEST, WITH THE EAST LINE OF SAID PADOVA TRACT, A DISTANCE OF 753.84 FEET TO THE NORTHEAST CORNER OF SAME TRACT;

THENCE NORTH 62°59'18" WEST, WITH THE NORTHEAST LINE OF SAID PADOVA TRACT, A DISTANCE OF 710.62 FEET TO THE WESTERNMOST CORNER OF SAID PARCEL 2 ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 289, A VARIABLE WIDTH RIGHT-OF-WAY;

THENCE WITH SAID EASTERLY RIGHT-OF-WAY, THE FOLLOWING COURSES AND DISTANCES:

NORTH 45°34'45" EAST, A DISTANCE OF 386.88 FEET;

SOUTH 44°25'15" EAST, A DISTANCE OF 20.00 FEET;

NORTH 45°35'23" EAST, A DISTANCE OF 1000.12 FEET;

NORTH 43°23'25" WEST, A DISTANCE OF 20.00 FEET;

NORTH 45°32'06" EAST, A DISTANCE OF 872.84 FEET;

NORTH 51°21'35" EAST, A DISTANCE OF 164.81 FEET;

NORTH 45°40'51" EAST, A DISTANCE OF 119.24 FEET;

NORTH 88°27'27" EAST, A DISTANCE OF 217.24 FEET;

NORTH 01°08'20" WEST, A DISTANCE OF 209.02 FEET;

NORTH 39°06'06" EAST, A DISTANCE OF 103.67 FEET;

NORTH 45°33'39" EAST, A DISTANCE OF 658.93 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1477.98 FEET AND A CHORD BEARING NORTH 24°42'32" EAST, 1059.61 FEET;

WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 42°00'44", AN ARC-DISTANCE OF 1083.73 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 3;

THENCE NORTH 75°48'01" EAST, WITH THE NORTH LINE OF SAID PARCEL 3, A DISTANCE OF 330.75 FEET TO THE WEST LINE OF SAID PARCEL 2;

THENCE OVER AND ACROSS SAID PARCELS 2 AND 23, THE FOLLOWING COURSES AND DISTANCES:

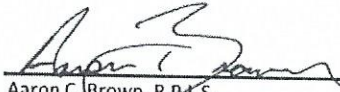
SOUTH 52°41'59" EAST, A DISTANCE OF 185.58 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 485.00 FEET AND A CHORD THAT BEARS NORTH 56°33'10" EAST, 319.84 FEET;

WITH SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 38°30'16", AN ARC-DISTANCE OF 325.93 FEET;

**EXHIBIT "A"**  
**519.336 ACRES**

NORTH 75°48'18" EAST, A DISTANCE OF 1666.16 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 519.336 ACRES (22,622,264 SQ. FEET) OF LAND.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH TBPELS ACTS AND RULES PAGE 97 OF 109 UPDATED APRIL 1, 2021 INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



(Revised May 2, 2023)

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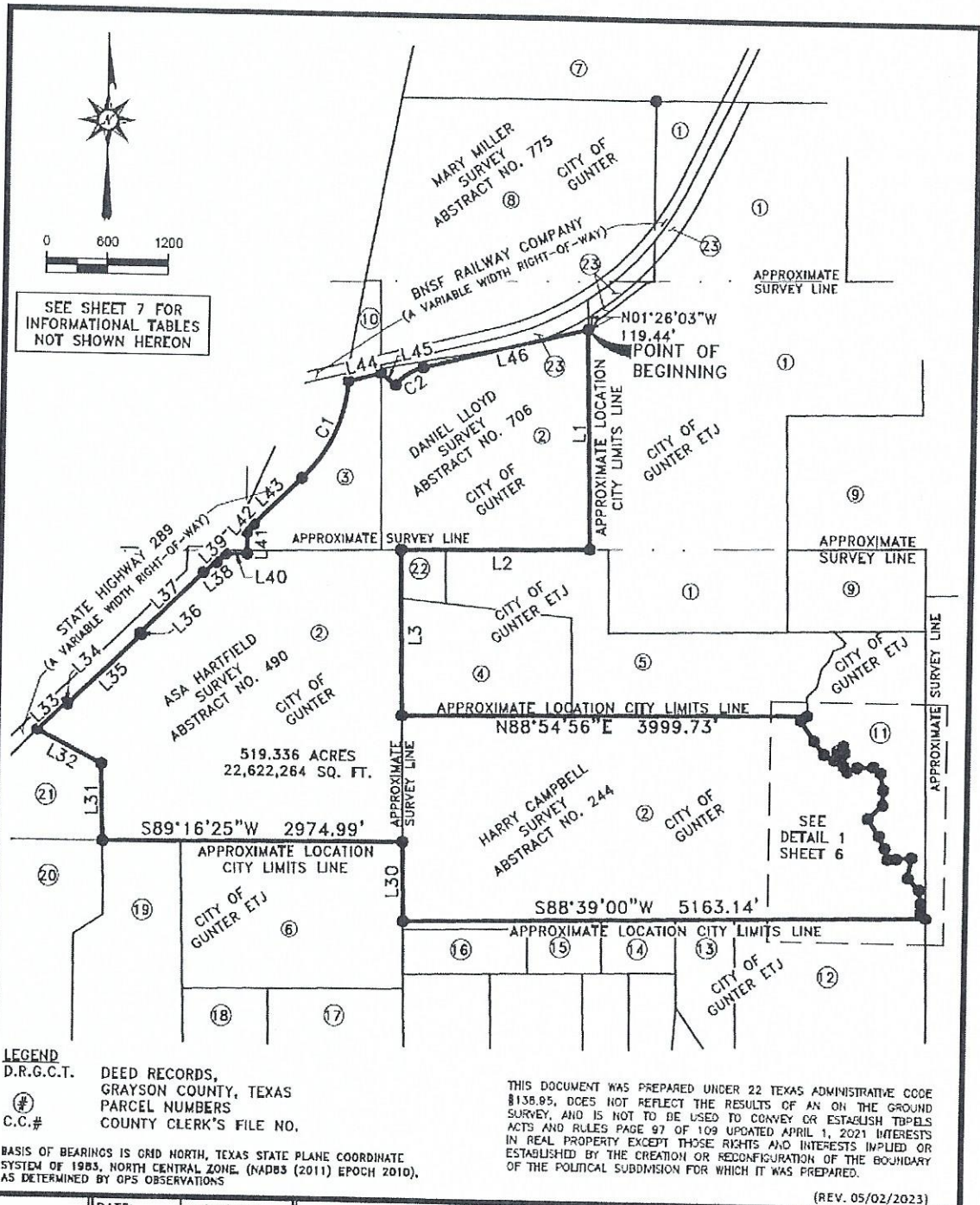
Aaron C. Brown, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Registration No. 6702  
LJA Surveying, Inc.  
3017 West 7<sup>th</sup> Street, Suite 300  
Fort Worth, Texas 76107  
682-747-0800  
TBPELS Firm No. 10194382

March 29, 2023



**EXHIBIT "B"**  
**DEPICTION OF CITY PROPERTY**

(See attached)



**LEGEND**  
 D.R.G.C.T. DEED RECORDS, GRAYSON COUNTY, TEXAS  
 (#) PARCEL NUMBERS  
 C.C.# COUNTY CLERK'S FILE NO.

BASIS OF BEARINGS IS GND NORTH, TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, (NAD83 (2011) EPOCH 2010), AS DETERMINED BY GPS OBSERVATIONS

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.05, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH TRUSTS, ACTS AND RULES PAGE 97 OF 109 UPDATED APRIL 1, 2021 INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

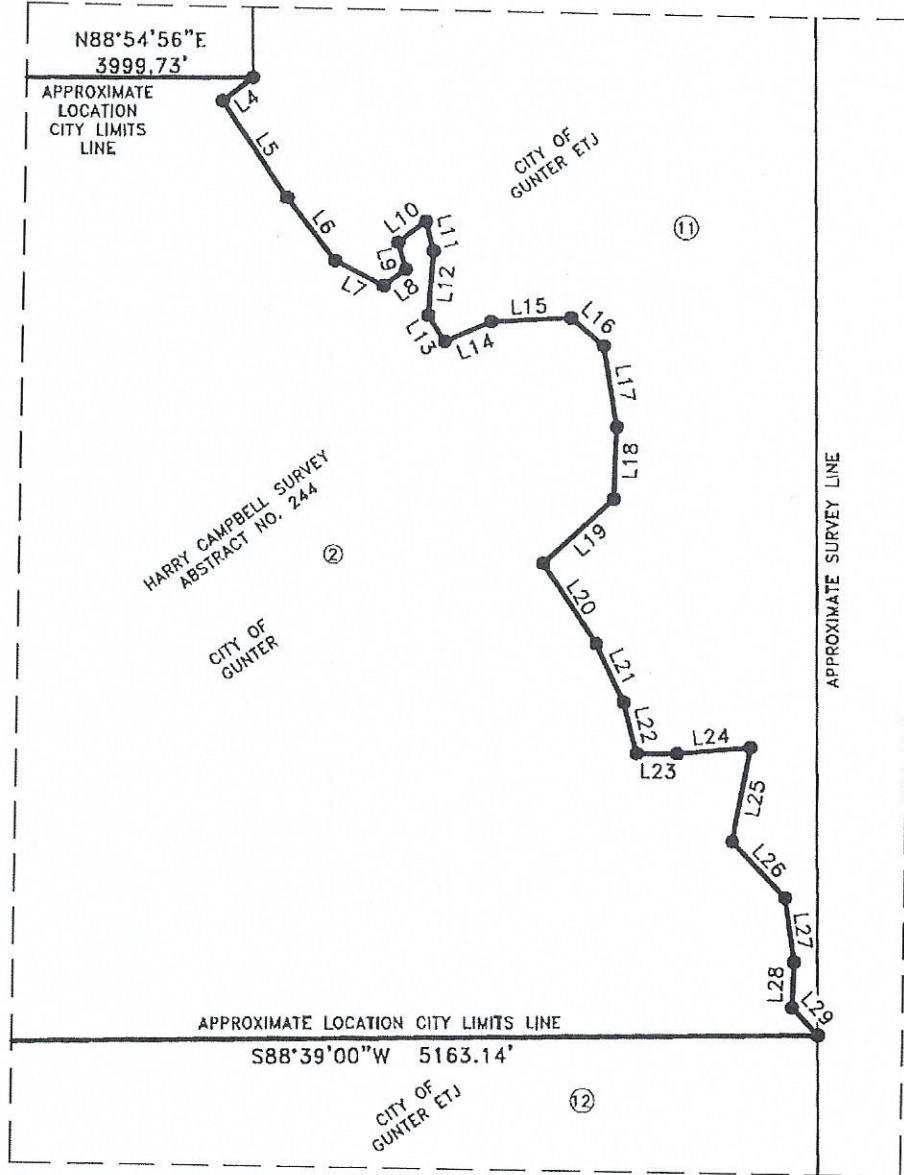
(REV. 05/02/2023)

PAGE 5 OF 7	DATE:	03/29/2023
	DRWN BY:	S.A.T.
	CHKD BY:	A.C.B.
	PROJ NO.	LJAR2123

**EXHIBIT "A"**  
 519.336 TOTAL ACRES  
 IN THE DANIEL LLOYD SURVEY, ABST. NO. 706,  
 HARRY CAMPBELL SURVEY, ABST. NO. 244 AND THE  
 ASA HARTFIELD SURVEY, ABST. NO. 490  
 CITY OF GUNTER, GRAYSON COUNTY, TEXAS

**LJA Surveying, Inc.**  
 3017 West 7th Street  
 Suite 300  
 Fort Worth, Texas 76107  
 Phone 817.747.0800  
 T.S.P.E.L.S. Firm No. 10194382

DETAIL 1  
(NOT TO SCALE)



(REV. 05/02/2023)

S:\VT-SURV\2-DT\_Survey-Profiles\Projects\LA02123-2201\_Donchiana\2005SURVEY\210\_Environment\LA02123\1E02\_80.dwg 5/7/2023

PAGE 6 OF 7	DATE:	03/29/2023
	DRWN BY:	S.A.T.
	CHKD BY:	A.C.B.
	PROJ NO.	LJAR2123

**EXHIBIT "A"**

519.336 TOTAL ACRES

IN THE DARRELL LLOYD SURVEY, ABSTRACT NO. 706,  
HARRY CAMPBELL SURVEY, ABSTRACT NO. 244 AND THE  
ASA HASTFIELD SURVEY, ABSTRACT NO. 400  
CITY OF GUNTER, GRAYSON COUNTY, TEXAS

**LJA Surveying, Inc.**

3017 West 7th Street  
Suite 300  
Fort Worth, Texas 76107

Phone 862.747.0800

T.B.P.E.L.S. Firm No. 10194382

**PROPERTY OWNERSHIP TABLE**

①	BN LEASING CORPORATION AND BNSF DEVELOPMENT CO LLC C.C.# 2021-43856 D.R.G.C.T.	⑨	TAYLOR LEE STRAWN AND ERNEST B STRAWN JR C.C.# 2019-25572 D.R.G.C.T.	⑰	GUNTERVEST LLC C.C.# 2019-9823 D.R.G.C.T.
②	BN LEASING CORPORATION C.C.# 2021-40235 D.R.G.C.T.	⑩	AP DUPONT LP VOL. 4175, PG. 33 D.R.G.C.T.	⑱	SU AND AJ AHMED REVOCABLE TRUST C.C.# 2021-12754 D.R.G.C.T.
③	BN LEASING CORPORATION C.C.# 2021-43257 D.R.G.C.T.	⑪	RUSSELL LINDA STRAWN C.C.# 2020-15349 D.R.G.C.T.	⑲	RICH MEADOWS LLC C.C.# 2019-19844 D.R.G.C.T.
④	BN LEASING CORPORATION C.C.# 2021-41425 D.R.G.C.T.	⑫	HARRIS STREETMAN LLC C.C.# 2009-24390 D.R.G.C.T.	⑳	DAVID R & MARY COLTER VOL. 3204, PG. 318 D.R.G.C.T.
⑤	BN LEASING CORPORATION C.C.# 2021-41585 D.R.G.C.T.	⑬	JOHN STANDEFER III AND ROXANNE STANDEFER C.C.# 2018-18767 D.R.G.C.T.	㉑	PADOVA INVESTMENT GROUP INC VOL. 4204, PG. 251 D.R.G.C.T.
⑥	BN LEASING CORPORATION C.C.# 2021-41251 D.R.G.C.T.	⑭	SCOTLAND ADVISOR LP C.C.# 2020-30974 D.R.G.C.T.	㉒	GUNTER SPECIAL UTILITY DISTRICT VOL. 3824, PG. 904 D.R.G.C.T.
⑦	PRESTON BEND LP VOL. 4749, PG. 574 D.R.G.C.T.	⑮	KEVIN KLAS AND LEE ANNE KEMP VOL. 5927, PG. 445 D.R.G.C.T.	㉓	BNSF RAILWAY CO C.C.# 2020-16069 D.R.G.C.T.
⑧	PRESTON BEND LP VOL. 4749, PG. 561 D.R.G.C.T.	⑯	RICKIE JOEL STREETMAN VOL. 5930, PG. 511 D.R.G.C.T.		

LINE	BEARING	DISTANCE
L1	S01°26'03"E	2163.66'
L2	S88°46'34"W	1857.24'
L3	S01°17'55"E	1637.75'
L4	S51°47'29"W	79.56'
L5	S34°25'11"E	242.52'
L6	S38°08'37"E	164.31'
L7	S63°50'04"E	113.04'
L8	N53°09'54"E	56.17'
L9	N16°32'54"W	58.86'
L10	N51°39'13"E	71.95'
L11	S15°37'12"E	63.73'
L12	S03°48'48"W	134.29'
L13	S33°28'05"E	63.24'
L14	N66°11'11"E	104.46'
L15	N86°12'32"E	166.28'
L16	S51°05'17"E	90.01'
L17	S10°13'17"E	170.02'
L18	S01°21'43"W	150.02'
L19	S46°41'43"W	200.02'
L20	S34°23'17"E	200.02'
L21	S26°06'17"E	135.02'
L22	S15°03'17"E	110.01'
L23	N89°08'43"E	85.01'

LINE	BEARING	DISTANCE
L24	N84°15'43"E	155.02'
L25	S10°12'43"W	200.02'
L26	S44°17'17"E	160.02'
L27	S08°43'17"E	135.02'
L28	S01°13'43"W	95.01'
L29	S44°30'41"E	77.44'
L30	N01°11'43"W	776.75'
L31	N01°53'30"W	753.84'
L32	N62°59'18"W	710.62'
L33	N45°34'45"E	386.88'
L34	S44°25'15"E	20.00'
L35	N45°35'23"E	1000.12'
L36	N43°23'25"W	20.00'
L37	N45°32'06"E	872.84'
L38	N51°21'35"E	164.81'
L39	N45°40'51"E	119.24'
L40	N88°27'27"E	217.24'
L41	N01°08'20"W	209.02'
L42	N39°06'06"E	103.67'
L43	N45°33'39"E	658.93'
L44	N75°48'01"E	330.75'
L45	S52°41'59"E	185.58'
L46	N75°48'18"E	1666.16'

CURVE	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	42°00'44"	1477.98'	N24°42'32"E	1059.61'	1083.73'
C2	38°30'16"	485.00'	N56°33'10"E	319.84'	325.93'

(REV. 05/02/2023)

PAGE 7 OF 7	DATE:	03/29/2023	<b>EXHIBIT "A"</b> 519.336 TOTAL ACRES IN THE DANIEL LLOYD SURVEY, ACCT. NO. 706, PATRY CAMPBELL SURVEY, ACCT. NO. 244 AND THE ASA HARTFIELD SURVEY, ACCT. NO. 499 CITY OF DUNCAN, GRAYSON COUNTY, TEXAS	<b>LJA Surveying, Inc.</b> 3017 West 7th Street Suite 300 Ft Worth, Texas 76107 T.B.P.E.L.S. Firm No. 10194382
	DRWN BY:	S.A.T.		
	CHKD BY:	A.C.B.		
PROJ NO.	LJAR2123			

**EXHIBIT "C"**  
**METES AND BOUNDS DESCRIPTION OF ETJ PROPERTY**

**(See attached)**

**EXHIBIT "A"**  
**429.924 TOTAL ACRES**

**TRACT 1:**

BEING 357.092 ACRES OF LAND SITUATED IN THE DANIEL LLOYD SURVEY, ABSTRACT NO. 706, AND THE HARRY CAMPBELL SURVEY, ABSTRACT NO. 244, GRAYSON COUNTY, TEXAS, AND BEING A PORTION OF A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION AND BNSF DEVELOPMENT CO LLC BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2021-43856 (HEREINAFTER REFERRED TO AS "PARCEL 1"), DEED RECORDS OF GRAYSON COUNTY, TEXAS, A PORTION OF A TRACT OF LAND DESCRIBED TO BNSF RAILWAY CO BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2020-16069 (HEREINAFTER REFERRED TO AS "PARCEL 23") OF SAID DEED RECORDS, ALL OF A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2021-41425 (HEREINAFTER REFERRED TO AS "PARCEL 4") OF SAID DEED RECORDS, AND ALL OF A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2021-41585 (HEREINAFTER REFERRED TO AS "PARCEL 5") OF SAID DEED RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT THE NORTHEAST CORNER OF SAID PARCEL 1, SAME BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO TAYLOR LEE STRAWN AND ERNEST B STRAWN, JR BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2019-25572 OF SAID DEED RECORDS;

THENCE WITH THE WESTERLY LINE OF SAID STRAWN TRACT, THE FOLLOWING COURSES AND DISTANCES:

- SOUTH 00°21'29" EAST, A DISTANCE OF 1743.21 FEET;
- NORTH 88°46'34" EAST, A DISTANCE OF 753.10 FEET;
- SOUTH 01°13'26" EAST, A DISTANCE OF 1319.60 FEET;
- SOUTH 88°46'34" WEST, A DISTANCE OF 1341.30 FEET;
- SOUTH 01°13'26" EAST, A DISTANCE OF 2133.29 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1, SAME BEING THE NORTHEAST CORNER OF SAID PARCEL 5;
- NORTH 88°24'55" EAST, A DISTANCE OF 460.14 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO RUSSELL LINDA STRAWN BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2020-15349 OF SAID DEED RECORDS;

THENCE WITH THE WESTERLY LINE OF SAID RUSSELL LINDA STRAWN TRACT, THE FOLLOWING COURSES AND DISTANCES:

- SOUTH 45°27'50" EAST, A DISTANCE OF 154.23 FEET;
- SOUTH 27°29'26" WEST, A DISTANCE OF 45.83 FEET;
- SOUTH 67°21'29" WEST, A DISTANCE OF 101.88 FEET;
- SOUTH 23°01'35" WEST, A DISTANCE OF 113.03 FEET;
- SOUTH 41°55'44" WEST, A DISTANCE OF 101.11 FEET;
- SOUTH 14°17'37" WEST, A DISTANCE OF 187.42 FEET;
- SOUTH 44°39'21" WEST, A DISTANCE OF 136.94 FEET;

**EXHIBIT "A"**  
**429.924 TOTAL ACRES**

SOUTH 01°14'47" EAST, A DISTANCE OF 196.04 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 5;

THENCE SOUTH 88°54'56" WEST, WITH THE SOUTH LINE OF SAID PARCELS 5 AND 4, A DISTANCE OF 3999.73 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 4;

THENCE NORTH 01°17'55" WEST, WITH THE WEST LINE OF SAID PARCEL 4, A DISTANCE OF 1162.87 FEET TO THE COMMON WEST CORNER OF SAID PARCEL 4 AND A TRACT OF LAND DESCRIBED TO GUNTER SPECIAL UTILITY DISTRICT BY DEED RECORDED IN VOLUME 3824, PAGE 904 OF SAID DEED RECORDS;

THENCE SOUTH 84°31'50" EAST, WITH THE COMMON LINE OF SAID PARCEL 4 AND SAID GUNTER SPECIAL UTILITY DISTRICT TRACT, A DISTANCE OF 446.05 FEET TO THE WESTERNMOST SOUTHWEST CORNER OF SAID PARCEL 5;

THENCE NORTH 01°15'08" WEST, WITH THE COMMON LINE OF SAID GUNTER SPECIAL UTILITY DISTRICT AND SAID PARCEL 5, A DISTANCE OF 526.86 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 5;

THENCE NORTH 88°46'34" EAST, WITH THE NORTH LINE OF SAID PARCEL 5, A DISTANCE OF 1413.86 FEET TO THE NORTHERNMOST SOUTHEAST CORNER OF SAID PARCEL 2, SAME BEING A WESTERLY CORNER OF SAID PARCEL 1;

THENCE NORTH 01°26'03" WEST, WITH THE WEST LINE OF SAID PARCEL 1, A DISTANCE OF 2163.66 FEET;

THENCE DEPARTING SAID NORTHWESTERLY LINE, OVER AND ACROSS SAID PARCELS 1 AND 23, THE FOLLOWING COURSES AND DISTANCES:

NORTH 75°48'18" EAST, A DISTANCE OF 95.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 165.00 FEET AND A CHORD THAT BEARS NORTH 67°12'35" EAST, 49.32 FEET;

WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°11'25", AN ARC-DISTANCE OF 49.50 FEET;

NORTH 58°36'53" EAST, A DISTANCE OF 98.88 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1602.69 FEET AND A CHORD THAT BEARS NORTH 42°23'20" EAST, 895.65 FEET;

WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 32°27'05", AN ARC-DISTANCE OF 907.73 FEET;

NORTH 25°35'07" WEST, A DISTANCE OF 989.64 FEET TO SAID NORTHWESTERLY LINE OF PARCEL 1;

THENCE NORTH 26°10'15" EAST, WITH SAID NORTHWESTERLY LINE, A DISTANCE OF 685.23 FEET TO THE COMMON LINE OF SAID PARCEL 1 AND A TRACT OF LAND DESCRIBED TO PRESTON BEND LP BY DEED RECORDED IN VOLUME 4749, PAGE 574 OF SAID DEED RECORDS;

THENCE NORTH 89°24'13" EAST, WITH SAID COMMON LINE, A DISTANCE OF 976.81 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 357.092 ACRES (15,554,921 SQ. FEET) OF LAND.

EXHIBIT "A"  
429.924 TOTAL ACRES

TRACT 2:

BEING 72.832 ACRES OF LAND SITUATED IN THE ASA HARTFIELD SURVEY, ABSTRACT NO. 490, GRAYSON COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION (HEREINAFTER REFERRED TO AS "PARCEL 6") BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2021-41251, DEED RECORDS OF GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 6, SAME BEING ON THE SOUTHERLY LINE OF SAID PARCEL 2 AND BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED TO RICH MEADOWS LLC BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2019-19844 OF SAID DEED RECORDS; THENCE NORTH 89°16'25" EAST, WITH THE NORTH LINE OF SAID PARCEL 6, A DISTANCE OF 2201.51 FEET TO A REENTRANT CORNER OF SAID PARCEL 2;

THENCE SOUTH 01°11'43" EAST, WITH THE EAST LINE OF SAID PARCEL 6, A DISTANCE OF 1442.80 FEET TO THE SOUTHEAST CORNER OF SAME PARCEL, SAME BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED TO GUNTERVEST LLC BY DEED RECORDED IN COUNTY CLERK FILE NO. 2019-9823 OF SAID DEED RECORDS;

THENCE SOUTH 89°10'39" WEST, WITH THE NORTH LINE OF SAID GUNTERVEST LLC TRACT AND THE NORTH LINE OF A TRACT OF LAND DESCRIBED TO SU AND AJ AHMED REVOCABLE TRUST BY DEED RECORDED IN COUNTY CLERK FILE NO. 2021-12754 OF SAID DEED RECORDS, A DISTANCE OF 2190.79 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 6;

THENCE NORTH 01°37'08" WEST, WITH THE EAST LINE OF SAID RICH MEADOWS LLC TRACT, A DISTANCE OF 1446.60 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 72.832 ACRES (3,172,567 SQ. FEET) OF LAND.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH TBPELS ACTS AND RULES PAGE 97 OF 109 UPDATED APRIL 1, 2021 INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



(Revised May 2, 2023)

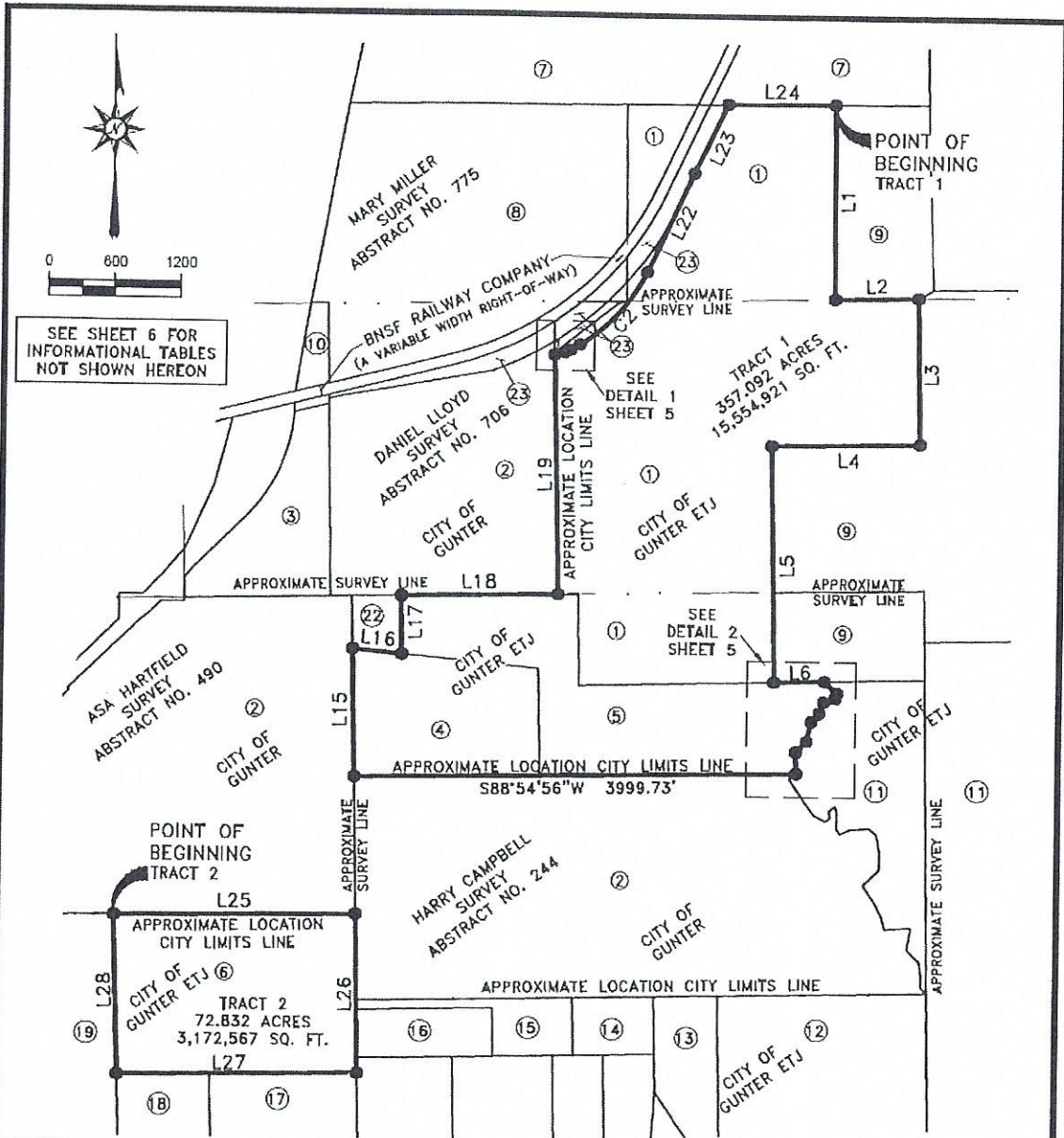
Aaron C. Brown, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Registration No. 6702  
LJA Surveying, Inc.  
3017 West 7<sup>th</sup> Street, Suite 300  
Fort Worth, Texas 76107  
682-747-0800  
TBPELS Firm No. 10194382

April 11, 2023



**EXHIBIT "D"**  
**DEPICTION OF ETJ PROPERTY**

(See attached)



**LEGEND**  
 D.R.G.C.T. DEED RECORDS,  
 GRAYSON COUNTY, TEXAS  
 # PARCEL NUMBERS  
 C.C.# COUNTY CLERK'S FILE NO.

BASIS OF BEARINGS IS OLD NORTH, TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, (NAD83 (2011) EPOCH 2010), AS DETERMINED BY GPS OBSERVATIONS

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §134.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH TBPELS ACTS AND RULES PAGE 97 OF 109 UPDATED APRIL 1, 2021 INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

[REV. 05/02/2023]

PAGE 4  
 OF 6

DATE:	04/11/2023
DRWN BY:	S.A.T.
CHKD BY:	A.C.B.
PROJ NO.	LJAR2123

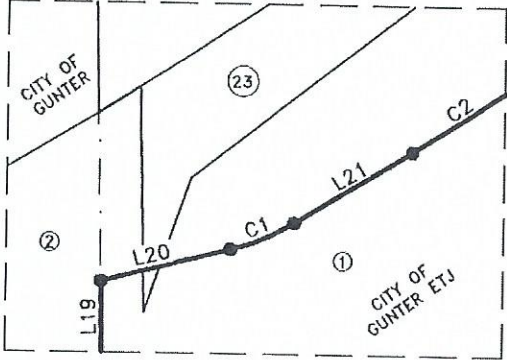
**EXHIBIT "A"**

429.924 TOTAL ACRES  
 IN THE DANIEL LLOYD SURVEY, ABST. NO. 706,  
 HARRY CAMPBELL SURVEY, ABST. NO. 244  
 AND THE ASA HARTFIELD SURVEY, ABST. NO. 490  
 CITY OF GUNTER ETJ, GRAYSON COUNTY, TEXAS

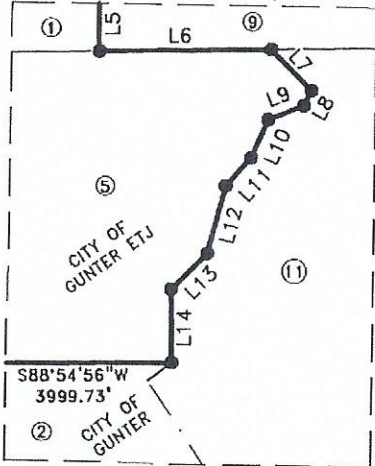
**LJA Surveying, Inc.**  
 3017 West 7th Street Phone 682.747.0800  
 Suite 300  
 Fort Worth, Texas 76107 T&P E.L.S. Firm No. 10194382

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DETAIL 1  
(NOT TO SCALE)



DETAIL 2  
(NOT TO SCALE)



[REV. 05/02/2023]

PAGE 5 OF 6	DATE:	04/11/2023
	DRWN BY:	S.A.T.
	CHKD BY:	A.C.B.
	PROJ NO.	LJAR2123

**EXHIBIT "A"**  
429.924 TOTAL ACRES  
IN THE DANIEL BLOD SURVEY, ABST. NO. 706,  
HARRY CAMPBELL SURVEY, ABST. NO. 244  
AND THE ASA HARTFIELD SURVEY, ABST. NO. 412  
CITY OF GUNTER ETJ, CRAYSON COUNTY, TEXAS

**LJA Surveying, Inc.**  
3017 West 7th Street  
Suite 300  
Fork Worth, Texas 76107  
Phone 682.747.0800  
T E P E L S Firm No. 10194382

**PROPERTY OWNERSHIP TABLE**

①	BN LEASING CORPORATION AND BNSF DEVELOPMENT CO LLC C.C.# 2021-43856 D.R.G.C.T.	⑨	TAYLOR LEE STRAWN AND ERNEST B STRAWN JR C.C.# 2019-25572 D.R.G.C.T.	⑰	GUNTERVEST LLC C.C.# 2019-9823 D.R.G.C.T.
②	BN LEASING CORPORATION C.C.# 2021-40235 D.R.G.C.T.	⑩	AP DUPONT LP VOL. 4175, PG. 33 D.R.G.C.T.	⑱	SU AND AJ AHMED REVOCABLE TRUST C.C.# 2021-12754 D.R.G.C.T.
③	BN LEASING CORPORATION C.C.# 2021-43257 D.R.G.C.T.	⑪	RUSSELL LINDA STRAWN C.C.# 2020-15349 D.R.G.C.T.	⑲	RICH MEADOWS LLC C.C.# 2019-19844 D.R.G.C.T.
④	BN LEASING CORPORATION C.C.# 2021-41425 D.R.G.C.T.	⑫	HARRIS STREETMAN LLC C.C.# 2009-24390 D.R.G.C.T.	⑳	DAVID R & MARY COLTER VOL. 3204, PG. 318 D.R.G.C.T.
⑤	BN LEASING CORPORATION C.C.# 2021-41585 D.R.G.C.T.	⑬	JOHN STANDEFER III AND ROXANNE STANDEFER C.C.# 2018-18767 D.R.G.C.T.	㉑	PADOVA INVESTMENT GROUP INC VOL. 4204, PG. 251 D.R.G.C.T.
⑥	BN LEASING CORPORATION C.C.# 2021-41251 D.R.G.C.T.	⑭	SCOTLAND ADVISOR LP C.C.# 2020-30974 D.R.G.C.T.	㉒	GUNTER SPECIAL UTILITY DISTRICT VOL. 3824, PG. 904 D.R.G.C.T.
⑦	PRESTON BEND LP VOL. 4749, PG. 574 D.R.G.C.T.	⑮	KEVIN KLAS AND LEE ANNE KEMP VOL. 5927, PG. 445 D.R.G.C.T.	㉓	BNSF RAILWAY CO C.C.# 2020-16069 D.R.G.C.T.
⑧	PRESTON BEND LP VOL. 4749, PG. 561 D.R.G.C.T.	⑯	RICKIE JOEL STREETMAN VOL. 5930, PG. 511 D.R.G.C.T.		

LINE	BEARING	DISTANCE
L1	S00°21'29"E	1743.21'
L2	N88°46'34"E	753.10'
L3	S01°13'26"E	1319.60'
L4	S88°46'34"W	1341.30'
L5	S01°13'26"E	2133.29'
L6	N88°24'55"E	460.14'
L7	S45°27'50"E	154.23'
L8	S27°29'26"W	45.83'
L9	S87°21'29"W	101.88'
L10	S23°01'35"W	113.03'
L11	S41°55'44"W	101.11'
L12	S14°17'37"W	187.42'
L13	S44°39'21"W	136.94'
L14	S01°14'47"E	196.04'

LINE	BEARING	DISTANCE
L15	N01°17'55"W	1162.87'
L16	S84°31'50"E	446.05'
L17	N01°15'08"W	526.86'
L18	N88°46'34"E	1413.86'
L19	N01°26'03"W	2163.66'
L20	N75°48'18"E	95.05'
L21	N58°36'53"E	98.88'
L22	N26°09'48"E	201.60'
L23	N25°35'07"E	989.84'
L24	N89°24'13"E	976.81'
L25	N89°16'25"E	2201.51'
L26	S01°11'43"E	1442.80'
L27	S89°10'39"W	2190.79'
L28	N01°37'08"W	1446.60'

CURVE	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	17°11'25"	165.00'	N67°12'35"E	49.32'	49.50'
C2	32°27'05"	1602.69'	N42°23'20"E	895.65'	907.73'

(REV. 05/02/2023)

PAGE 6 OF 6	DATE:	04/11/2023
	DRWN BY:	S.A.T.
	CHKD BY:	A.C.B.
	PROJ NO.	LJAR2123

**EXHIBIT "A"**

429.924 TOTAL ACRES  
IN THE DANIEL LLOYD SURVEY, ACCT. NO. 706,  
HARRY CAMPBELL SURVEY, ACCT. NO. 744  
AND THE ASA HARTFIELD SURVEY, ACCT. NO. 412  
CITY OF GUNTERVILLE, GRAYSON COUNTY, TEXAS

**LJA Surveying, Inc.**  
3017 West 7th Street Phone 682.747.0800  
Suite 300  
Ft Worth, Texas 76107 T.B.P.E.L.S. Firm No. 10194382

**EXHIBIT "E"**  
**METES AND BOUNDS DESCRIPTION OF MSUD PROPERTY**

All that certain tract of land situated in the Harry Campbell Survey, Abstract No. 244, Grayson County, Texas, and being part of called 114 acre tract of land as described in Tract Two in the Deed to Brandon Douglas Hunter, filed on 11 July 2002, Recorded in Volume 3278 Page 336 of the Deed Records of the County of Grayson, State of Texas; and being more particularly described as follows.

**BEGINNING** for the Northwest corner of the herein described tract at a found 1/2 Steel Rebar for the Northwest corner of said Campbell Survey, the Northeast corner of the Asa Hartfield Survey, Abstract No.490 at the intersection of Harris and Strawn Roads, said rebar also being the Northwest corner of said Hunter tract, and on the South line of a called 278.389 acre tract of land described by Deed to Edwin A. Trapp Jr., Trustee, filed on 24 May 1993, and Recorded in Volume 2271 Page 274 of said Deed Records;

Thence: North 87 degrees 41 minutes 15 seconds East, with the North line of said Hunter tract, and said Campbell Survey, and the South line of said 278.389 acre tract, and the Daniel Lloyd Survey, Abstract No. 706, and in said Strawn Road, a distance of 443.29 feet to a set survey mark nail with a washer marked COX 4577 for the Northeast corner of this tract,

Thence: South 02 degrees 21 minutes 16 seconds East, and passing at 20.00 feet a set 1/2 inch Steel Square Tubing with a plastic cap marked COX 4577 on the south side of said road, and continuing on said course for a total distance of 527.17 feet to a set 1/2 inch Steel Square Tube with a plastic cap marked COX 4577 for the Southeast corner of this tract;

Thence: North 85 degrees 37 minutes 06 seconds West, along and near a an old fence line, and passing a pipe fence corner post at 412.49 feet on the East side of said Harris Road, and continuing on said course for a total distance of 446.37 feet to a set survey mark nail with a washer marked COX 4577 in said Road on the West line of said Campbell Survey and the East line of said Hartfield Survey and the west line of said Hunter tract;

Thence: North 02 degrees 21 minutes 16 seconds West, with the west line of said Hunter tract, the East line of said Hartfield Survey, and the West line of said Campbell Survey in said Road, a distance of 475.14 feet to the PLACE OF BEGINNING and containing 5.100 acres of land.

EXHIBIT "F"

DEPICITION OF MSUD PROPERTY



EXHIBIT "G"  
PLAT APPLICATION



**EXHIBIT "H"**  
**DEVELOPMENT REGULATIONS**

- a. Buffer Zone. The Preliminary Plat shall include an interior buffer zone of at least 500 feet measured from the property line around the entire exterior portion of the Property designed to protect surrounding properties and the City from noise, air, and light pollution and vibration. The buffer zone shall include vegetation including berms, trees, shrubs, and turf. Immediately inside the buffer zone screening that conforms to the City Code of Ordinances, Chapter 14, Exhibit 14 A §27.8 shall be installed.
- b. Land Use Regulations. Development within the Property shall comply with the following land use regulations:
- i. Permitted uses of the City Property shall include all uses permitted in the M1 Manufacturing/Industrial District as defined in the City of Gunter Zoning Ordinance, Section 25, codified as Chapter 14, Exhibit 14A as of the Effective Date.
  - ii. Permitted uses of the ETJ Property and MSUD Property shall include all uses permitted in the M1 Manufacturing/Industrial District defined in the City of Gunter Zoning Ordinance, Section 25, codified as Chapter 14, Exhibit 14A as of the Effective Date, plus the following uses:
    - Asphalt Manufacture/refining (except prohibited on Lot 5 of Exhibit "T");
    - Concrete (batch plant, distribution, production, processing, and recycling) (except prohibited on Lot 5 of Exhibit "T");
    - Contractor's shop & storage yard (temporary);
    - Mill, grain/flour/food products;
    - Petroleum products, sales, wholesale;
    - Scrap metal sales and storage;
    - Cement/lime/gypsum/plaster of paris manufacture;
    - Chemical manufacturing;
    - Gas manufacture;
    - General Commercial plant;
    - Food Products processing;
    - Pipe sales and supply;
    - Plastics products manufacture (not including processing or [of] raw materials);
    - Steel fabrication;

- Storage/wholesale warehouse, heavy
- iii. Height Regulations. Structures, meaning anything that is built or constructed on the Property shall not exceed 55 feet in height. If a silo, antennae or elevated water storage tank is constructed on the Property, such elevated water storage tank shall not exceed 175 feet.
  - iv. Setbacks. Buildings, railroad spur tracks, outdoor storage areas, laydown yards, and all other area on all leased tracts of land used for any kind of production, or manufacturing shall have the following minimum yards measured from the edge of buffer zone of the Lot:
    1. Front yard – 320 feet minimum if adjacent to a residential zoned lot; none otherwise.
    2. Side yard – 320 feet minimum if adjacent to a residential zoned lot; none otherwise.
    3. Rear yard – 320 feet if adjacent to a residential zoned lot; none otherwise.
  - v. Off-street Parking. Off-street parking shall conform to the parking regulations set forth in Section 29 .6.21 of Chapter 14 of the City Code.
  - vi. Off-street Loading. Off-street loading shall conform to the regulations set forth in Section 29.13 of Chapter 14 of the City Code. There shall be no off-street loading on US 289 (Preston Road).
  - vii. Exterior Design Standards. All building products and materials published by the International Code Council and adopted by the City as the technical and construction code standards for the City apply to the construction, renovation, maintenance or other alteration of a building are authorized for exterior use. Otherwise, no exterior design standards shall apply.
  - viii. Landscaping. Landscaping of leased land tracts shall not be required. Landscaping of interior streets within the Property shall not be required. Landscaping of vehicular access areas to the Property shall conform to the regulations set forth in the City of Gunter Code of Ordinances, Chapter 14, Exhibit 14A, Attachment 2.
  - ix. Screening. Screening of permitted uses on leased land tracts shall not be required. Screening of permitted uses on leased tracts adjacent to and facing a residential zoned lot shall conform to the regulations set forth in Section 27.8 of Chapter 14 of the City Code.

- x. Signage. Signage shall conform to the regulations set forth in Article 3.06 of the City Code.
- xi. Streets. Streets within the interior of the Lot shall not be dedicated for public use, and shall be maintained by the Owner, however, streets shall be constructed at a minimum to City street design standards. Sidewalks shall not be required within the interior of the Property.
- xii. Operational Standards. Permitted uses shall be entitled to operate seven days per week. Hours of operations shall be:

Monday through Sunday- Twenty-four hours per day.
- xiii. Above-ground utilities shall be permitted as determined by Owner in its sole discretion.
- xiv. No public park shall be required within the Property.
- c. Additional Standards. The following standards shall apply instead of Section 20.1.3 and 20.1.4 of Chapter 14 of the City Code:
  - i. Off-site Street Usage: BNSF shall adhere to and include in all leases with tenants, lessees, or other users of the Project, that all commercial truck traffic shall restrict travel to and from the Project to approved truck routes. Commercial truck traffic shall not be allowed on side or residential streets.
  - ii. Smoke: No operation shall be conducted unless it conforms to the standards established by any applicable state and federal health rules and regulations pertaining to emission of particulate matter.
  - iii. Particulate Matter: No operation shall be conducted unless it conforms to the standards established by applicable state and federal health rules and regulations pertaining to emission of particulate matter.
  - iv. Dust, Odor, Gas, Fumes, Glare, or Vibration: No emission of these matters shall result in a concentration at or beyond the property line which is detrimental to the public health, safety or general welfare or which causes injury or damage to property; said emissions shall in all cases conform to the standards established by applicable state and federal health rules and regulations pertaining to said emissions.
  - v. Radiation Hazards and Electrical Disturbances: No operation shall be conducted unless it conforms to the standards established by applicable state and federal health rules and regulations pertaining to radiation control.

- vi. Noise: No operation shall be conducted in a manner so that any noise produced is objectionable due to intermittence, beat frequency, or shrillness. Sound levels of noise at the property line shall not exceed 75 db(A) permitted for a maximum of fifteen (15) minutes in any one (1) hour; said operation shall in all cases conform to the standards established by applicable state and federal health rules and regulations and to other city ordinances pertaining to noise.
- vii. Water Pollution: No water pollution shall be emitted by manufacturing or other processing. In a case in which potential hazards exist, it shall be necessary to install safeguards acceptable to the appropriate State and national health and environmental protection agencies prior to issuance of a certificate of occupancy. The applicant shall have the burden of establishing that said safeguards are acceptable to said agency or agencies.
- viii. Wireless Communication: BNSF and its tenants, lessees, or any other person or entity with the right of possession or control of any structure or building located on the Property shall not lease any portion of the Property, or structure or building located thereon to a third party for any kind of wireless communication infrastructure, including but not limited to antenna, nodes, towers, receivers, stealth wireless systems, transmission equipment, or any other equipment or structure intended to transmit voice or data by wireless means.
- ix. Dark Skies: Dark Sky refers to the preservation of the natural night environment by reducing light pollution from artificial sources, which can disrupt nocturnal wildlife, impact human health, and diminish our ability to view the stars and other celestial phenomena. BNSF shall control glare and light trespass, minimize obtrusive light, while maintaining safety, security and productivity, and curtail the degradation of the nighttime visual environment. To that end:
  - 1. Full Cut-Off Lighting:
    - a. All parking area lighting shall be full cut-off type fixtures designed to direct all light downwards, minimize glare, skyglow, and light trespass and may include pole-mounted lights, wall packs, and bollards that eliminate light above the horizontal plane of the fixture. Pole-mounted lights shall be a maximum height of twenty-five feet (25'), measured from ground level to the base of the light fixture.
    - b. All building lighting for security or aesthetics will be full cut-off or a shielded type, not allowing any upward distribution of light, and shall not

exceed a height of twenty-five feet (25'), measured from ground level and may include wall packs or bollards.

- c. Beam angles of all cut-off lighting shall not exceed 45 degrees from the vertical axis and shall restrict the amount of light emitted at angles greater than 45 degrees to less than 2.5% of the total lumen output.
2. Floodlighting is discouraged. However, if necessary for safety and security, flood lighting must be shielded to prevent:
  - a. Light trespass beyond the property line.
  - b. Light above a ninety degree (90°) horizontal plane.
  - c. Unshielded wall-pack type fixtures shall not be used.
3. Adjacent to residential property, no direct light source shall be visible at the property line at ground level or above.
4. Externally lit signs, display, building and aesthetic lighting must be lit from the top and shine downward. The lighting must be shielded to prevent direct glare and/or light trespass. The lighting must also be, as much as physically possible, contained to the target area.
5. Lumens: The "maintained horizontal illuminance recommendations" set by the Illuminating Engineering Society of North America (IES) shall be observed.
- d. Development Plan. Owner will maintain ownership of the Property. Owner will grade the Property, install necessary infrastructure, and develop an unlimited number of leased parcels within the Property, consistent with the Concept Plan attached hereto as Exhibit "I". The parcels will be ground leased to tenants of Owner. The tenants will be responsible for obtaining City permits for and constructing all vertical improvements necessary to support the tenant's business operations, including certificates of occupancy, for the City Property and the ETJ Property upon annexation and zoning.

**EXHIBIT "I"**  
**CONCEPT PLAN**

**(See attached)**



**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN  
BNSF DEVELOPMENT CO., LLC, BNSF RAILWAY COMPANY, BN LEASING  
CORPORATION AND THE CITY OF GUNTER, TEXAS**

This **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN BNSF DEVELOPMENT CO., LLC, BNSF RAILWAY COMPANY, BN LEASING CORPORATION AND THE CITY OF GUNTER, TEXAS** (“First Amendment”) is made and executed to be effective as of August 7, 2025 (“Effective Date”) and is by and between **BNSF DEVELOPMENT CO., LLC**, a Delaware limited liability company, **BNSF RAILWAY COMPANY**, a Delaware corporation and **BN LEASING CORPORATION**, a Delaware corporation (collectively “Owner”) and **CITY OF GUNTER, TEXAS** (“City”). City and Owner are sometimes collectively referred to herein as the “Parties” and each of the Parties is sometimes singularly referred to herein as a “Party.”

**P R E M I S E S:**

**WHEREAS**, the Parties executed that certain Development Agreement By and Between BNSF Railway Company, BNSF Development Co., LLC, BN Leasing Corporation and City of Gunter, Texas, dated January 22, 2024 (the “Development Agreement”) for the development of approximately 954.36 acres of land located in the City’s corporate limits and extraterritorial jurisdiction, as particularly described in **Attachment 1** attached hereto and incorporated herein for all purposes, and Exhibits “A” through “F” of the Development Agreement (the “Property”); and

**WHEREAS**, the Parties desire to amend the Development Agreement as provided below.

**A G R E E M E N T:**

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

1. Capitalized Terms. All capitalized terms used in this First Amendment, but not otherwise defined herein, shall have the same meanings assigned to the terms in the Development Agreement.

2. Amendments.

2.1 The first sentence of Section 3.03. Annexation, Section 3.03.01 is amended as follows:

Within thirty-six (36) months of the Effective Date of the PD zoning for light manufacturing and industrial uses (M-1) for the City Property, Owner agrees to submit a written petition for voluntary annexation of the ETJ Property and MSUD Property into the City for all

municipal purposes pursuant to LGC Chapter 43.

2.2 Section a. of **EXHIBIT H - DEVELOPMENT REGULATIONS** is deleted in its entirety and replaced with wording to read as follows:

a. Buffer Zone.

1. Southern Property Boundary. The Final Plat shall include an interior buffer zone of at least 500 feet measured from the property line along the southern exterior portion of the Property designed to protect surrounding properties and the City from noise, air, and light pollution and vibration. Pre-existing native vegetation, including the trees along the southern property line shall be preserved as part of the buffer zone. The buffer zone shall also include vegetation including berms, trees, shrubs, and turf. Inside the buffer zone, where existing trees do not provide screening, screening consisting of a combination of large canopy or evergreen trees with a minimum of three (3) caliper inches at time of planting and evergreen screening plants at least twenty-four (24) inches high at time of planting of a type and species on the recommended plant list that will attain a minimum height of three (3) feet within eighteen (18) months of planting, and will form a continuous hedge shall be installed.
2. Northern, Eastern and Western Property Boundary. No buffer zone is required along the northern, western and eastern portions of the Property due to pre-existing native vegetative buffers and the railroad right-of-way on the north, Preston Road right-of-way and existing trees and native vegetation on the west and flood plain/East Fork of the Trinity River on the east. All pre-existing native vegetative buffers, including but not limited to trees, shrubs, scrub, and turf shall not be disturbed by BNSF except as required for floodplain mitigation, detention, utility easements, and Private Road 1 ingress/egress depicted on **Attachment 2**.
3. Notwithstanding the foregoing provisions hereof, the following improvements shall be allowed within the buffer zone: (1) a portion of Owner's Operating Track, and 30' Waterline Easement as depicted in **Attachment 2** attached hereto and incorporated herein for all purposes; (2) Mustang Special Utility District and Grayson County facilities, improvements and structures for utilities to serve the Property.

2.3 Section b., subsection ii. of **EXHIBIT H - DEVELOPMENT REGULATIONS** is amended as follows:

b. Land Use Regulations. Development within the Property shall comply with the following land use regulations:

ii. Permitted uses of the ETJ Property and MSUD Property shall include all uses permitted in the M1 Manufacturing/Industrial District - Light defined in the City of Gunter Zoning Ordinance, Section 25, codified as Chapter 14, Exhibit 14A as of the Effective Date, plus the following uses:

- Asphalt Manufacture/refining (an additional 300-foot buffer zone measured from the edge of the interior 500-foot buffer zone, as depicted in **Attachment 2** attached hereto, shall apply if not wholly contained within an enclosed structure);
- Concrete (batch plant, distribution, production, processing, and recycling) (an additional 300-foot buffer zone measured from the edge of the interior 500-foot buffer zone, as depicted in **Attachment 2** attached hereto, shall apply if not wholly contained within an enclosed structure);
- Contractor's shop & storage yard (temporary);
- Mill, grain/flour/food products;
- Petroleum products, sales, wholesale;
- Scrap metal sales and storage;
- Cement/lime/gypsum/plaster of paris manufacture (an additional 300-foot buffer zone measured from the edge of the interior 500-foot buffer zone, as depicted in **Attachment 2** attached hereto, shall apply if not wholly contained within an enclosed structure);
- Chemical manufacturing (an additional 300-foot buffer zone measured from the edge of the interior 500-foot buffer zone, as depicted in **Attachment 2** attached hereto, shall apply if not wholly contained within an enclosed structure);
- Gas manufacture (an additional 300-foot buffer zone measured from the edge of the interior 500-foot buffer zone, as depicted in **Attachment 2** attached hereto, shall apply if not wholly contained within an enclosed structure);
- General Commercial plant;
- Food Products processing;
- Pipe sales and supply;
- Plastics products manufacture (not including processing or [of] raw materials);
- Steel fabrication (an additional 300-foot buffer zone measured from the edge of the interior 500-foot buffer zone, as depicted in **Attachment 2** attached hereto, shall apply if not wholly contained within an enclosed structure);
- Storage/wholesale warehouse, heavy

2.4 Section b. subsection iv. of **EXHIBIT H - DEVELOPMENT REGULATIONS** is deleted in its entirety and replaced with wording to read as follows:

iv. Setbacks. Buildings, outdoor storage areas, laydown yards, and all other area on all leased tracts of land used for any kind of production, or manufacturing shall have the following minimum yards measured from the property lines along the northern, western and eastern exterior portions of the Property:

Front yard – 20 feet minimum if adjacent to a residential zoned lot; none otherwise.

Side yard – 10 feet minimum if adjacent to a residential zoned lot; none otherwise.

Rear yard – 10 feet if adjacent to a residential zoned lot; none otherwise.

2.5 Subsection ix. of Section b. of **EXHIBIT H - DEVELOPMENT REGULATIONS** is deleted in its entirety and replaced with wording to read as follows:

ix. Streets. Streets within the interior of the Lot shall not be dedicated for public use, and

shall be maintained by the Owner. Sidewalks shall not be required within the interior of the Property. Street pavement shall be concrete base with pavement width of 30' edge-to-edge. Minimum curve radius of 30' shall be permitted. Open roadside drainage channels shall be permitted in lieu of stormwater conveyance. Curb and gutter are not required. Owner shall submit a right-of-way abandonment/vacation agreement to the City to abandon/vacate the portions of Strawn Road and Harris Road within the Property. The City Council shall consider approval of the agreement in conjunction with the consideration of the zoning of the Property.

2.6 **EXHIBIT I - CONCEPT PLAN** is deleted in its entirety and replaced with **Attachment 2** attached hereto and incorporated herein for all purposes.

3. Ratification of Development Agreement. Except as provided herein, all terms and provisions of the Development Agreement and the rights of the Parties thereunder shall remain unchanged and in full force and effect, and the Development Agreement is hereby ratified and confirmed in all respects. In the event of a conflict between the terms of the Development Agreement and the terms hereof, the terms of this First Amendment shall control. From and after the date hereof, all references to the Development Agreement shall be deemed references thereto as amended hereby.

4. Counterparts. This First Amendment may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument. For purposes of this First Amendment, any signature transmitted by facsimile or e-mail (in .pdf or comparable format) shall be considered to have the same legal and binding effect as any original signature.

(Signatures appear on the following pages)

IN WITNESS WHEREOF, the Parties have executed this First Amendment to be effective as of the Effective Date set forth above.

CITY OF GUNTER, TEXAS:

By: [Signature]  
Karen Souther, Mayor

ATTEST:

[Signature]  
Detra Gaines, City Secretary

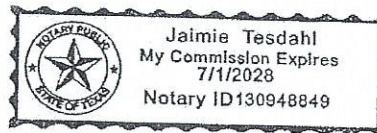
APPROVED AS TO FORM:

[Signature]  
Courtney Goodman-Morris, City Attorney

STATE OF TEXAS                   §  
   §  
COUNTY OF GRAYSON         §

This instrument was acknowledged before me on the 7 day of August, 2025 and executed by Karen Souther, the Mayor of the City of Gunter, Texas, a Type A general law municipality, on behalf of said municipality.

[Signature]  
Notary Public, State of Texas



**OWNER:**

**BNSF DEVELOPMENT CO., LLC,**  
a Delaware limited liability company

\_\_\_\_\_  
By: Lacy Kreger, General Director

STATE OF TEXAS

§

COUNTY OF TARRANT

§

§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025 and executed by Lacy Kreger, General Director, BNSF Development Co., LLC, a Delaware limited liability company, on behalf of said limited liability company.

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

**OWNER:**

**BNSF RAILWAY COMPANY,**  
a Delaware corporation

\_\_\_\_\_  
By: Lacy Kreger, General Director

STATE OF TEXAS

§

COUNTY OF TARRANT

§

§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025 and executed by Lacy Kreger, General Director, BNSF Railway Company, a Delaware corporation, on behalf of said corporation.

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

**OWNER:**

**BN LEASING CORPORATION**  
a Delaware corporation

By: \_\_\_\_\_  
Lacy Kreger, General Director

STATE OF TEXAS           §  
                                     §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by Lacy Kreger for BN Leasing Corporation, a Delaware corporation, on behalf of said corporation.

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

Attachment 1  
Property

**519.336 ACRES**

BEING 519.336 ACRES OF LAND SITUATED IN THE DANIEL LLOYD SURVEY, ABSTRACT NO. 706, THE ASA HARTFIELD SURVEY, ABSTRACT NO. 490, AND THE HARRY CAMPBELL SURVEY, ABSTRACT NO. 244, CITY OF GUNTER, GRAYSON COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2021-40235 (HEREINAFTER REFERRED TO AS "PARCEL 2"), DEED RECORDS OF GRAYSON COUNTY, TEXAS, AND ALL OF A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2021-43257 (HEREINAFTER REFERRED TO AS "PARCEL 3") OF SAID DEED RECORDS AND A PORTION OF A TRACT OF LAND DESCRIBED TO BNSF RAILWAY CO BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2020-16069 (HEREINAFTER REFERRED TO AS "PARCEL 23") OF SAID DEED RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A POINT ON THE EAST LINE OF SAID PARCEL 2, FROM WHICH THE COMMON NORTH CORNER OF SAID PARCEL 2 AND A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION AND BNSF DEVELOPMENT CO LLC BY DEED RECORDED IN COUNTY CLERK FILE NO. 2021-43856 (HEREINAFTER REFERRED TO AS "PARCEL 1") OF SAID DEED RECORDS BEARS NORTH 01°26'03" WEST, A DISTANCE OF 119.44 FEET;

THENCE SOUTH 01°26'03" EAST, WITH THE WEST LINE OF SAID PARCEL 1, A DISTANCE OF 2163.66 FEET TO THE NORTH LINE OF A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2021-41585 (HEREINAFTER REFERRED TO AS "PARCEL 5") OF SAID DEED RECORDS;

THENCE SOUTH 88°46'34" WEST, WITH THE NORTH LINE OF SAID PARCEL 5, A DISTANCE OF 1857.24 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO GUNTER SPECIAL UTILITY DISTRICT BY DEED RECORDED IN VOLUME 3284, PAGE 904 OF SAID DEED RECORDS;

THENCE SOUTH 01°17'55" EAST, WITH THE WEST LINES OF SAID GUNTER SPECIAL UTILITY DISTRICT TRACT AND A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED RECORDED IN COUNTY CLERK FILE NO. 2021-41251 (HEREINAFTER REFERRED TO AS "PARCEL 4") OF SAID DEED RECORDS, A DISTANCE OF 1637.75 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 4, SAME BEING A REENTRANT CORNER OF SAID PARCEL 2;

THENCE NORTH 88°54'56" EAST, WITH THE SOUTH LINES OF SAID PARCELS 4 AND 5, A DISTANCE OF 3999.73 FEET TO THE SOUTHEAST CORNER OF PARCEL 5 ON THE WEST LINE OF A TRACT OF LAND DESCRIBED TO RUSSELL LINDA STRAWN BY DEED RECORDED IN COUNTY CLERK FILE NO. 2020-15349 OF SAID DEED RECORDS;

THENCE WITH THE WESTERLY LINE OF SAID STRAWN TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 51°47'29" WEST, A DISTANCE OF 79.56 FEET;

SOUTH 34°25'11" EAST, A DISTANCE OF 242.52 FEET;

SOUTH 38°08'37" EAST, A DISTANCE OF 164.31 FEET;

SOUTH 63°50'04" EAST, A DISTANCE OF 113.04 FEET;

NORTH 53°09'54" EAST, A DISTANCE OF 56.17 FEET;

**519.336 ACRES**

NORTH 16°32'54" WEST, A DISTANCE OF 58.86 FEET;  
NORTH 51°39'13" EAST, A DISTANCE OF 71.95 FEET;  
SOUTH 15°37'12" EAST, A DISTANCE OF 63.73 FEET;  
SOUTH 03°48'48" WEST, A DISTANCE OF 134.29 FEET;  
SOUTH 33°28'05" EAST, A DISTANCE OF 63.24 FEET;  
NORTH 66°11'11" EAST, A DISTANCE OF 104.46 FEET;  
NORTH 86°12'32" EAST, A DISTANCE OF 166.28 FEET;  
SOUTH 51°05'17" EAST, A DISTANCE OF 90.01 FEET;  
SOUTH 10°13'17" EAST, A DISTANCE OF 170.02 FEET;  
SOUTH 01°21'43" WEST, A DISTANCE OF 150.02 FEET;  
SOUTH 46°41'43" WEST, A DISTANCE OF 200.02 FEET;  
SOUTH 34°23'17" EAST, A DISTANCE OF 200.02 FEET;  
SOUTH 26°06'17" EAST, A DISTANCE OF 135.02 FEET;  
SOUTH 15°03'17" EAST, A DISTANCE OF 110.01 FEET;  
NORTH 89°08'43" EAST, A DISTANCE OF 85.01 FEET;  
NORTH 84°15'43" EAST, A DISTANCE OF 155.02 FEET;  
SOUTH 10°12'43" WEST, A DISTANCE OF 200.02 FEET;  
SOUTH 44°17'17" EAST, A DISTANCE OF 160.02 FEET;  
SOUTH 08°43'17" EAST, A DISTANCE OF 135.02 FEET;  
SOUTH 01°13'43" WEST, A DISTANCE OF 95.01 FEET;  
SOUTH 44°30'41" EAST, A DISTANCE OF 77.44 FEET TO THE SOUTHEAST CORNER OF SAID  
PARCEL 2, SAME BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED TO HARRIS  
STREETMAN LLC BY DEED RECORDED IN COUNTY CLERK FILE NO. 2009-24390 OF SAID DEED  
RECORDS;

THENCE SOUTH 88°39'00" WEST, WITH THE SOUTH LINE OF SAID PARCEL 2, A DISTANCE OF 5163.14  
FEET TO THE EAST LINE OF A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED  
RECORDED IN COUNTY CLERK FILE NO. 2021-41251 (HEREINAFTER REFERRED TO AS "PARCEL 6") OF  
SAID DEED RECORDS;

THENCE NORTH 01°11'43" WEST, WITH THE EAST LINE OF SAID PARCEL 6, A DISTANCE OF 776.75 FEET  
TO THE NORTHEAST CORNER OF SAME PARCEL AND BEING A REENTRANT CORNER OF SAID PARCEL 2;

519.336 ACRES

THENCE SOUTH 89°16'25" WEST, WITH THE SOUTH LINE OF SAID PARCEL 2, A DISTANCE OF 2974.99 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED TO PADOVA INVESTMENT GROUP INC BY DEED RECORDED IN VOLUME 4204, PAGE 251 OF SAID DEED RECORDS;

THENCE NORTH 01°53'30" WEST, WITH THE EAST LINE OF SAID PADOVA TRACT, A DISTANCE OF 753.84 FEET TO THE NORTHEAST CORNER OF SAME TRACT;

THENCE NORTH 62°59'18" WEST, WITH THE NORTHEAST LINE OF SAID PADOVA TRACT, A DISTANCE OF 710.62 FEET TO THE WESTERNMOST CORNER OF SAID PARCEL 2 ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 289, A VARIABLE WIDTH RIGHT-OF-WAY;

THENCE WITH SAID EASTERLY RIGHT-OF-WAY, THE FOLLOWING COURSES AND DISTANCES:

NORTH 45°34'45" EAST, A DISTANCE OF 386.88 FEET;

SOUTH 44°25'15" EAST, A DISTANCE OF 20.00 FEET;

NORTH 45°35'23" EAST, A DISTANCE OF 1000.12 FEET;

NORTH 43°23'25" WEST, A DISTANCE OF 20.00 FEET;

NORTH 45°32'06" EAST, A DISTANCE OF 872.84 FEET;

NORTH 51°21'35" EAST, A DISTANCE OF 164.81 FEET;

NORTH 45°40'51" EAST, A DISTANCE OF 119.24 FEET;

NORTH 88°27'27" EAST, A DISTANCE OF 217.24 FEET;

NORTH 01°08'20" WEST, A DISTANCE OF 209.02 FEET;

NORTH 39°06'06" EAST, A DISTANCE OF 103.67 FEET;

NORTH 45°33'39" EAST, A DISTANCE OF 658.93 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1477.98 FEET AND A CHORD BEARING NORTH 24°42'32" EAST, 1059.61 FEET;

WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 42°00'44", AN ARC-DISTANCE OF 1083.73 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 3;

THENCE NORTH 75°48'01" EAST, WITH THE NORTH LINE OF SAID PARCEL 3, A DISTANCE OF 330.75 FEET TO THE WEST LINE OF SAID PARCEL 2;

THENCE OVER AND ACROSS SAID PARCELS 2 AND 23, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 52°41'59" EAST, A DISTANCE OF 185.58 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 485.00 FEET AND A CHORD THAT BEARS NORTH 56°33'10" EAST, 319.84 FEET;

WITH SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 38°30'16", AN ARC-DISTANCE OF 325.93 FEET;

519.336 ACRES

NORTH 75°48'18" EAST, A DISTANCE OF 1666.16 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 519.336 ACRES (22,622,264 SQ. FEET) OF LAND.

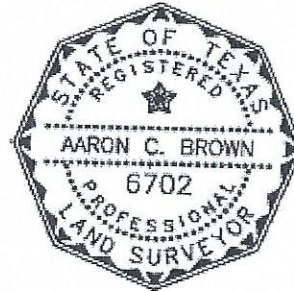
THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH TBPELS ACTS AND RULES PAGE 97 OF 109 UPDATED APRIL 1, 2021 INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

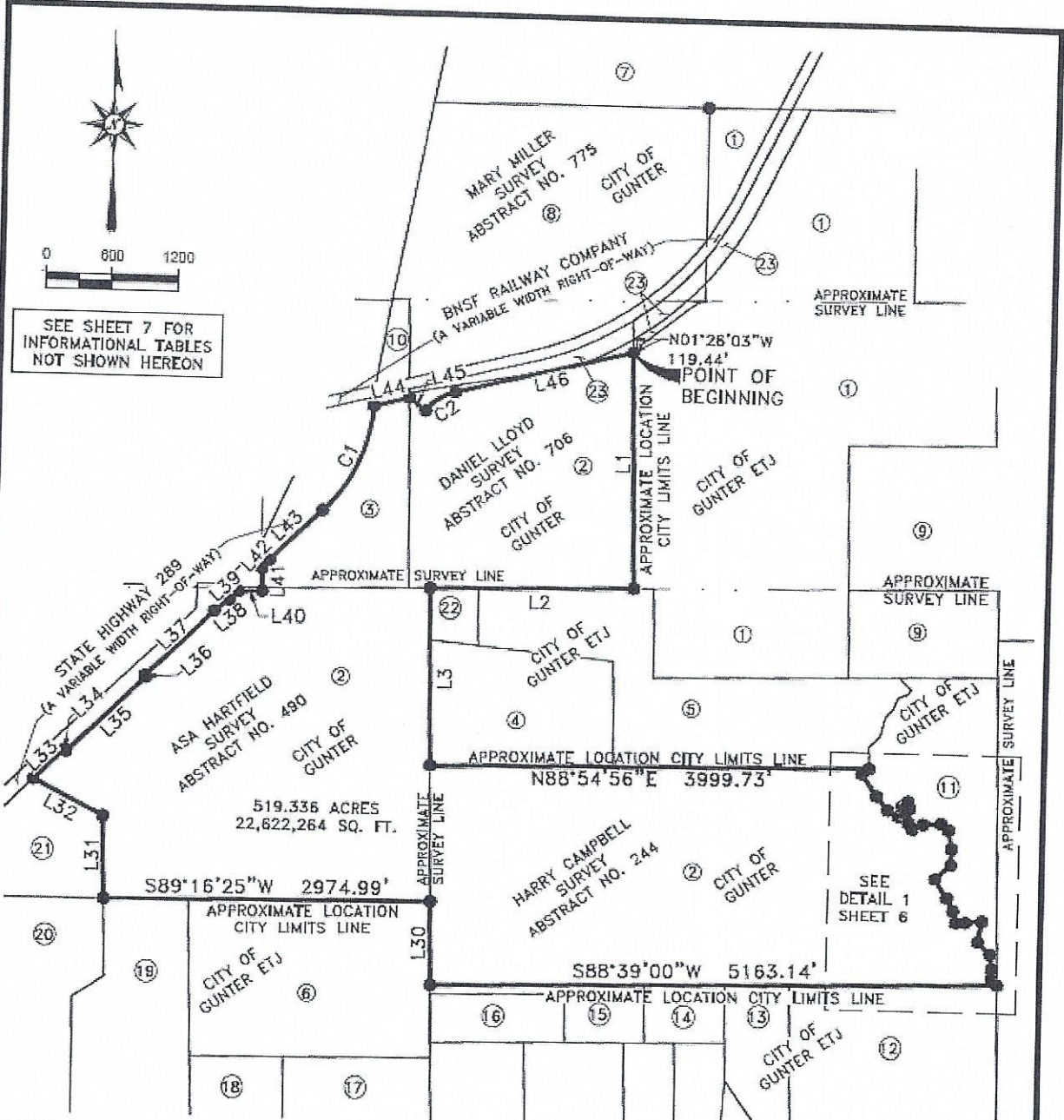


(Revised May 2, 2023)

Aaron C. Brown, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Registration No. 6702  
LJA Surveying, Inc.  
3017 West 7<sup>th</sup> Street, Suite 300  
Fort Worth, Texas 76107  
682-747-0800  
TBPELS Firm No. 10194382

March 29, 2023





SEE SHEET 7 FOR  
INFORMATIONAL TABLES  
NOT SHOWN HEREON

S:\NTX-SURV-07X-Survey-Plat\1489121-2201- final\ntx\1489121\EX-07- 98\dwg\ 9/27/2023

**LEGEND**  
D.R.G.C.T. DEED RECORDS,  
GRAYSON COUNTY, TEXAS  
PARCEL NUMBERS  
C.C.# COUNTY CLERK'S FILE NO.

BASIS OF BEARINGS IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, (NAD83 (2011) EPOCH 2010), AS DETERMINED BY GPS OBSERVATIONS

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

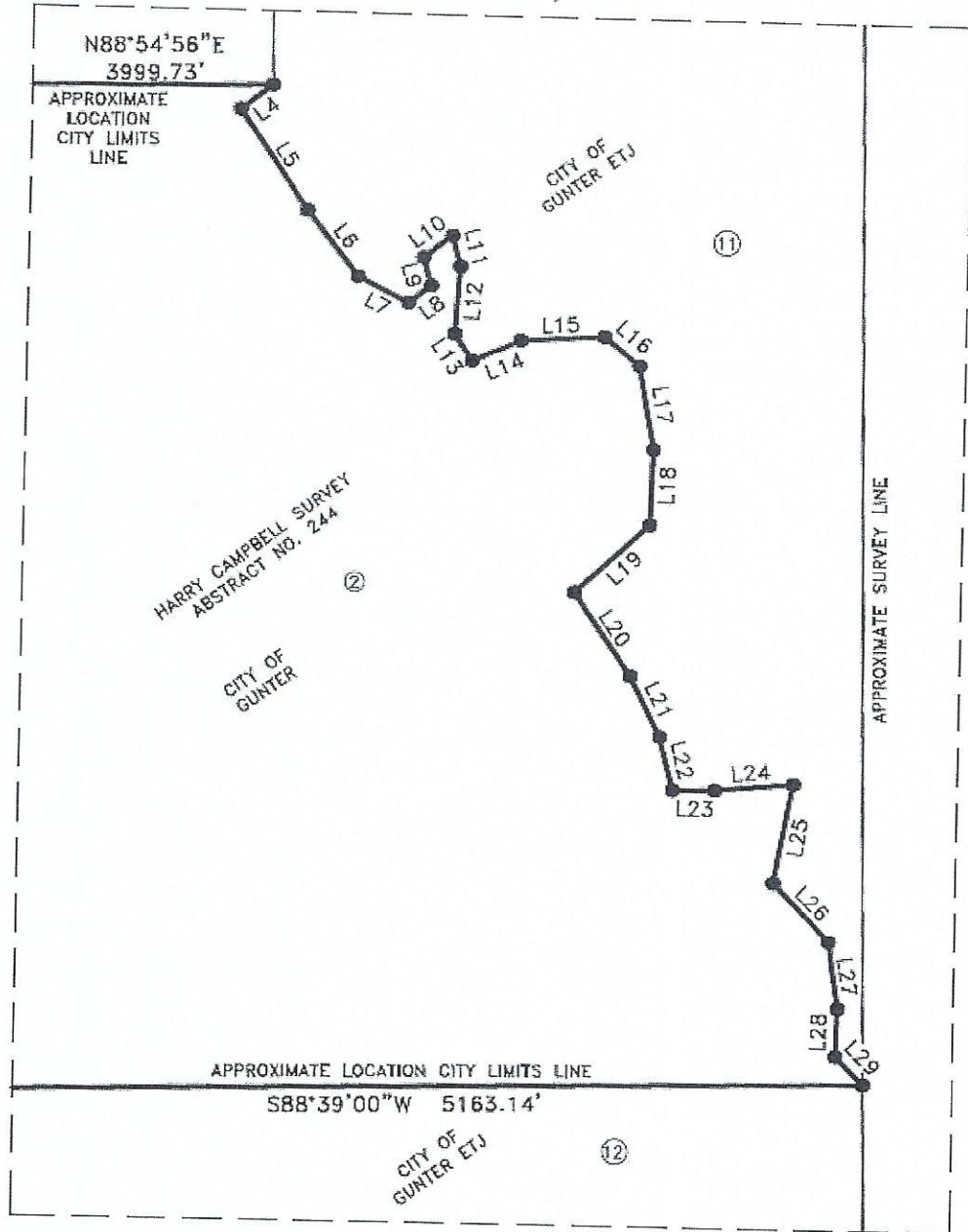
(REV. 05/02/2023)

PAGE 5 OF 7	DATE:	03/29/2023
	DRWN BY:	S.A.T.
	CHKD BY:	A.C.B.
	PROJ NO.	LJAR2123

**EXHIBIT "A"**  
519.336 TOTAL ACRES  
IN THE DANIEL LLOYD SURVEY, ABST. NO. 706,  
HARRY CAMPBELL SURVEY, ABST. NO. 244 AND THE  
ASA HARTFIELD SURVEY, ABST. NO. 490  
CITY OF GUNTER, GRAYSON COUNTY, TEXAS

**LJA Surveying, Inc.**  
5017 West 7th Street  
Suite 300  
Ft Worth, Texas 76107  
Phone 562.747.2800  
T.E.P.E.L.S. Firm No. 10194382

DETAIL 1  
(NOT TO SCALE)



S:\MDS-SUBV2-INTL-Survey-Projects\LA02123-2021-District\LA02123\ED02-88\plan\_5/2/2023

PAGE 6  
OF 7

DATE:	03/29/2023
DRWN BY:	S.A.T.
CHKD BY:	A.C.B.
PROJ NO.	LJAR2123

**EXHIBIT "A"**

519.936 TOTAL ACRES  
IN THE DANIEL LLOYD SURVEY, ACST. NO. 706,  
HARRY CAMPBELL SURVEY, ACST. NO. 243 AND THE  
AIA HARTFIELD SURVEY, ACST. NO. 498  
CITY OF GUNTER, GRAYSON COUNTY, TEXAS

**LJA Surveying, Inc.**  
3017 West 7th Street  
Suite 300  
Fort Worth, Texas 76107  
Phone 817.747.0800  
T.E.P.E.L.S. Firm No. 10194382

(REV. 05/02/2023)

**PROPERTY OWNERSHIP TABLE**

①	BN LEASING CORPORATION AND BNSF DEVELOPMENT CO LLC C.C.# 2021-43856 D.R.G.C.T.	⑨	TAYLOR LEE STRAWN AND ERNEST B STRAWN JR C.C.# 2019-25572 D.R.G.C.T.	⑰	GUNTERVEST LLC C.C.# 2019-9823 D.R.G.C.T.
②	BN LEASING CORPORATION C.C.# 2021-40235 D.R.G.C.T.	⑩	AP DUPONT LP VOL. 4175, PG. 33 D.R.G.C.T.	⑱	SU AND AJ AHMED REVOCABLE TRUST C.C.# 2021-12754 D.R.G.C.T.
③	BN LEASING CORPORATION C.C.# 2021-43257 D.R.G.C.T.	⑪	RUSSELL LINDA STRAWN C.C.# 2020-15349 D.R.G.C.T.	⑲	RICH MEADOWS LLC C.C.# 2019-19844 D.R.G.C.T.
④	BN LEASING CORPORATION C.C.# 2021-41425 D.R.G.C.T.	⑫	HARRIS STREETMAN LLC C.C.# 2009-24390 D.R.G.C.T.	⑳	DAVID R & MARY COLIER VOL. 3204, PG. 31B D.R.G.C.T.
⑤	BN LEASING CORPORATION C.C.# 2021-41585 D.R.G.C.T.	⑬	JOHN STANDEFER III AND ROXANNE STANDEFER C.C.# 2018-18767 D.R.G.C.T.	㉑	PADOVA INVESTMENT GROUP INC VOL. 4204, PG. 251 D.R.G.C.T.
⑥	BN LEASING CORPORATION C.C.# 2021-41251 D.R.G.C.T.	⑭	SCOTLAND ADVISOR LP C.C.# 2020-30974 D.R.G.C.T.	㉒	GUNTER SPECIAL UTILITY DISTRICT VOL. 3824, PG. 904 D.R.G.C.T.
⑦	PRESTON BEND LP VOL. 4749, PG. 574 D.R.G.C.T.	⑮	KEVIN KLAS AND LEE ANNE KEMP VOL. 5927, PG. 445 D.R.G.C.T.	㉓	BNSF RAILWAY CO C.C.# 2020-16069 D.R.G.C.T.
⑧	PRESTON BEND LP VOL. 4749, PG. 561 D.R.G.C.T.	⑯	RICKIE JOEL STREETMAN VOL. 5930, PG. 511 D.R.G.C.T.		

LINE	BEARING	DISTANCE
L1	S01°26'03"E	2163.66'
L2	S88°46'34"W	1857.24'
L3	S01°17'55"E	1637.75'
L4	S51°47'29"W	79.56'
L5	S34°25'11"E	242.52'
L6	S38°08'37"E	164.31'
L7	S63°50'04"E	113.04'
L8	N53°09'54"E	56.17'
L9	N16°32'54"W	58.86'
L10	N51°39'13"E	71.95'
L11	S15°37'12"E	63.73'
L12	S03°48'48"W	134.29'
L13	S33°28'05"E	63.24'
L14	N66°11'11"E	104.46'
L15	N86°12'32"E	166.28'
L16	S51°05'17"E	90.01'
L17	S10°13'17"E	170.02'
L18	S01°21'43"W	150.02'
L19	S46°41'43"W	200.02'
L20	S34°23'17"E	200.02'
L21	S26°06'17"E	135.02'
L22	S15°03'17"E	110.01'
L23	N89°08'43"E	85.01'

LINE	BEARING	DISTANCE
L24	N84°15'43"E	155.02'
L25	S10°12'43"W	200.02'
L26	S44°17'17"E	160.02'
L27	S08°43'17"E	135.02'
L28	S01°13'43"W	95.01'
L29	S44°30'41"E	77.44'
L30	ND1°11'43"W	776.75'
L31	N01°53'30"W	753.84'
L32	N62°59'18"W	710.62'
L33	N45°34'45"E	386.88'
L34	S44°25'15"E	20.00'
L35	N45°35'23"E	1000.12'
L36	N43°23'25"W	20.00'
L37	N45°32'06"E	872.84'
L38	N51°21'35"E	164.81'
L39	N45°40'51"E	119.24'
L40	N88°27'27"E	217.24'
L41	ND1°08'20"W	209.02'
L42	N39°06'06"E	103.67'
L43	N45°33'39"E	658.93'
L44	N75°48'01"E	330.75'
L45	S52°41'59"E	185.58'
L46	N75°48'18"E	1866.16'


CURVE	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	42°00'44"	1477.98'	N24°42'32"E	1059.61'	1083.73'
C2	38°30'16"	485.00'	N56°33'10"E	319.84'	325.93'

S:\MDS-SURV-ITX-Survey-Projects\LA2123-2201 - Daniel LLOYD SURVEY, ARST. NO. 706, HARRY CAMPBELL SURVEY, ARST. NO. 244 AND THE AS4 HARTFIELD SURVEY, ARST. NO. 400 CITY OF DUNN, GRAYSON COUNTY, TEXAS

PAGE 7 OF 7	DATE:	03/29/2023
	DRWN BY:	S.A.T.
	CHKD BY:	A.C.B.
	PROJ NO.	LJAR2123

**EXHIBIT "A"**  
539.336 TOTAL ACRES  
IN THE DANIEL LLOYD SURVEY, ARST. NO. 706,  
HARRY CAMPBELL SURVEY, ARST. NO. 244 AND THE  
AS4 HARTFIELD SURVEY, ARST. NO. 400  
CITY OF DUNN, GRAYSON COUNTY, TEXAS

(REV. 05/02/2025)

**LJA Surveying, Inc.**   
3017 West 7th Street Phone 652.747.0800  
Suite 300  
Fort Worth, Texas 76107 T.B.P.E.L.S. Firm No. 10024382

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**429.924 TOTAL ACRES**

**TRACT 1:**

BEING 357.092 ACRES OF LAND SITUATED IN THE DANIEL LLOYD SURVEY, ABSTRACT NO. 706, AND THE HARRY CAMPBELL SURVEY, ABSTRACT NO. 244, GRAYSON COUNTY, TEXAS, AND BEING A PORTION OF A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION AND BNSF DEVELOPMENT CO LLC BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2021-43856 (HEREINAFTER REFERRED TO AS "PARCEL 1"), DEED RECORDS OF GRAYSON COUNTY, TEXAS, A PORTION OF A TRACT OF LAND DESCRIBED TO BNSF RAILWAY CO BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2020-16069 (HEREINAFTER REFERRED TO AS "PARCEL 23") OF SAID DEED RECORDS, ALL OF A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2021-41425 (HEREINAFTER REFERRED TO AS "PARCEL 4") OF SAID DEED RECORDS, AND ALL OF A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2021-41585 (HEREINAFTER REFERRED TO AS "PARCEL 5") OF SAID DEED RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT THE NORTHEAST CORNER OF SAID PARCEL 1, SAME BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO TAYLOR LEE STRAWN AND ERNEST B STRAWN, JR BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2019-25572 OF SAID DEED RECORDS;

THENCE WITH THE WESTERLY LINE OF SAID STRAWN TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00°21'29" EAST, A DISTANCE OF 1743.21 FEET;

NORTH 88°46'34" EAST, A DISTANCE OF 753.10 FEET;

SOUTH 01°13'26" EAST, A DISTANCE OF 1319.60 FEET;

SOUTH 88°46'34" WEST, A DISTANCE OF 1341.30 FEET;

SOUTH 01°13'26" EAST, A DISTANCE OF 2133.29 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1, SAME BEING THE NORTHEAST CORNER OF SAID PARCEL 5;

NORTH 88°24'55" EAST, A DISTANCE OF 460.14 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO RUSSELL LINDA STRAWN BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2020-15349 OF SAID DEED RECORDS;

THENCE WITH THE WESTERLY LINE OF SAID RUSSELL LINDA STRAWN TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45°27'50" EAST, A DISTANCE OF 154.23 FEET;

SOUTH 27°29'26" WEST, A DISTANCE OF 45.83 FEET;

SOUTH 67°21'29" WEST, A DISTANCE OF 101.88 FEET;

SOUTH 23°01'35" WEST, A DISTANCE OF 113.03 FEET;

SOUTH 41°55'44" WEST, A DISTANCE OF 101.11 FEET;

SOUTH 14°17'37" WEST, A DISTANCE OF 187.42 FEET;

SOUTH 44°39'21" WEST, A DISTANCE OF 136.94 FEET;

429.924 TOTAL ACRES

SOUTH 01°14'47" EAST, A DISTANCE OF 196.04 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 5;

THENCE SOUTH 88°54'56" WEST, WITH THE SOUTH LINE OF SAID PARCELS 5 AND 4, A DISTANCE OF 3999.73 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 4;

THENCE NORTH 01°17'55" WEST, WITH THE WEST LINE OF SAID PARCEL 4, A DISTANCE OF 1162.87 FEET TO THE COMMON WEST CORNER OF SAID PARCEL 4 AND A TRACT OF LAND DESCRIBED TO GUNTER SPECIAL UTILITY DISTRICT BY DEED RECORDED IN VOLUME 3824, PAGE 904 OF SAID DEED RECORDS;

THENCE SOUTH 84°31'50" EAST, WITH THE COMMON LINE OF SAID PARCEL 4 AND SAID GUNTER SPECIAL UTILITY DISTRICT TRACT, A DISTANCE OF 446.05 FEET TO THE WESTERNMOST SOUTHWEST CORNER OF SAID PARCEL 5;

THENCE NORTH 01°15'08" WEST, WITH THE COMMON LINE OF SAID GUNTER SPECIAL UTILITY DISTRICT AND SAID PARCEL 5, A DISTANCE OF 526.86 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 5;

THENCE NORTH 88°46'34" EAST, WITH THE NORTH LINE OF SAID PARCEL 5, A DISTANCE OF 1413.86 FEET TO THE NORTHERNMOST SOUTHEAST CORNER OF SAID PARCEL 2, SAME BEING A WESTERLY CORNER OF SAID PARCEL 1;

THENCE NORTH 01°26'03" WEST, WITH THE WEST LINE OF SAID PARCEL 1, A DISTANCE OF 2163.66 FEET;

THENCE DEPARTING SAID NORTHWESTERLY LINE, OVER AND ACROSS SAID PARCELS 1 AND 23, THE FOLLOWING COURSES AND DISTANCES:

NORTH 75°48'18" EAST, A DISTANCE OF 95.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 165.00 FEET AND A CHORD THAT BEARS NORTH 67°12'35" EAST, 49.32 FEET;

WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°11'25", AN ARC-DISTANCE OF 49.50 FEET;

NORTH 58°36'53" EAST, A DISTANCE OF 98.88 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1602.69 FEET AND A CHORD THAT BEARS NORTH 42°23'20" EAST, 895.65 FEET;

WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 32°27'05", AN ARC-DISTANCE OF 907.73 FEET;

NORTH 25°35'07" WEST, A DISTANCE OF 989.64 FEET TO SAID NORTHWESTERLY LINE OF PARCEL 1;

THENCE NORTH 26°10'15" EAST, WITH SAID NORTHWESTERLY LINE, A DISTANCE OF 685.23 FEET TO THE COMMON LINE OF SAID PARCEL 1 AND A TRACT OF LAND DESCRIBED TO PRESTON BEND LP BY DEED RECORDED IN VOLUME 4749, PAGE 574 OF SAID DEED RECORDS;

THENCE NORTH 89°24'13" EAST, WITH SAID COMMON LINE, A DISTANCE OF 976.81 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 357.092 ACRES (15,554,921 SQ. FEET) OF LAND.

429.924 TOTAL ACRES

TRACT 2:

BEING 72.832 ACRES OF LAND SITUATED IN THE ASA HARTFIELD SURVEY, ABSTRACT NO. 490, GRAYSON COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION (HEREINAFTER REFERRED TO AS "PARCEL 6") BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2021-41251, DEED RECORDS OF GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 6, SAME BEING ON THE SOUTHERLY LINE OF SAID PARCEL 2 AND BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED TO RICH MEADOWS LLC BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2019-19844 OF SAID DEED RECORDS;

THENCE NORTH 89°16'25" EAST, WITH THE NORTH LINE OF SAID PARCEL 6, A DISTANCE OF 2201.51 FEET TO A REENTRANT CORNER OF SAID PARCEL 2;

THENCE SOUTH 01°11'43" EAST, WITH THE EAST LINE OF SAID PARCEL 6, A DISTANCE OF 1442.80 FEET TO THE SOUTHEAST CORNER OF SAME PARCEL, SAME BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED TO GUNTERVEST LLC BY DEED RECORDED IN COUNTY CLERK FILE NO. 2019-9823 OF SAID DEED RECORDS;

THENCE SOUTH 89°10'39" WEST, WITH THE NORTH LINE OF SAID GUNTERVEST LLC TRACT AND THE NORTH LINE OF A TRACT OF LAND DESCRIBED TO SU AND AJ AHMED REVOCABLE TRUST BY DEED RECORDED IN COUNTY CLERK FILE NO. 2021-12754 OF SAID DEED RECORDS, A DISTANCE OF 2190.79 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 6;

THENCE NORTH 01°37'08" WEST, WITH THE EAST LINE OF SAID RICH MEADOWS LLC TRACT, A DISTANCE OF 1446.60 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 72.832 ACRES (3,172,567 SQ. FEET) OF LAND.

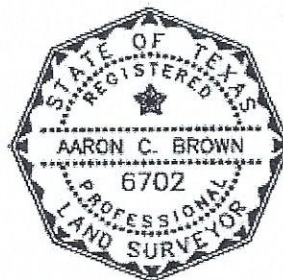
THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH TBPELS ACTS AND RULES PAGE 97 OF 109 UPDATED APRIL 1, 2021 INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



(Revised May 2, 2023)

Aaron C. Brown, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Registration No. 6702  
LJA Surveying, Inc.  
3017 West 7<sup>th</sup> Street, Suite 300  
Fort Worth, Texas 76107  
682-747-0800  
TBPELS Firm No. 10194382

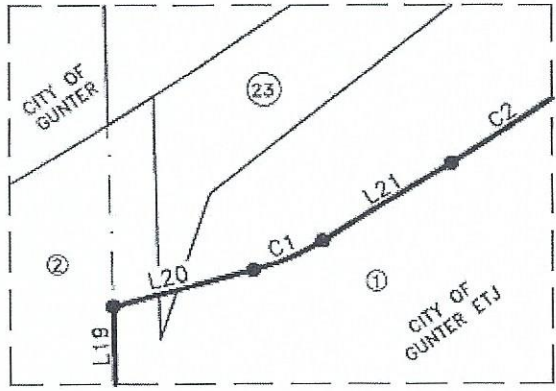
April 11, 2023



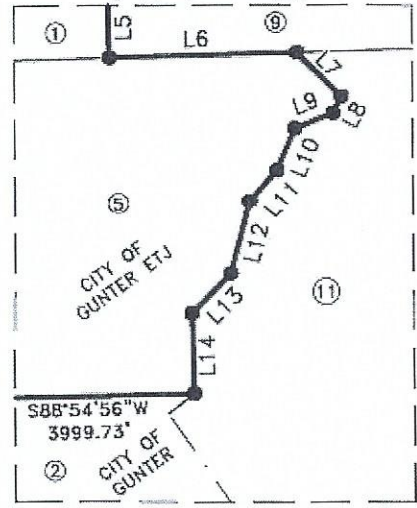


S:\MTX-5148-V-MTX Survey-Projects\1482123-2201 Bonclima\70068\REV\200 Estacimn\LA82123.Exo - REV.dwg 9/2/2023

DETAIL 1  
(NOT TO SCALE)



DETAIL 2  
(NOT TO SCALE)



(REV. 05/02/2023)

PAGE OF	5	DATE:	04/11/2023	<b>EXHIBIT "A"</b> 429.924 TOTAL ACRES IN THE DANIEL ELDYDE SURVEY, ABST. NO. 706, HARRY CAMPBELL SLEEVES, ABST. NO. 241 AND THE RSA HARTFIELD SURVEY, ABST. NO. 410 CITY OF GUNTER L#1, CRAYSON COUNTY, TEXAS	<b>LJA Surveying, Inc.</b> 3017 West 7th Street Suite 300 Fort Worth, Texas 76107 Phone 862.747.0800 T.S.P.E.L.S. Firm No. 10194382
	6	DRWN BY:	S.A.T.		
		CHKD BY:	A.C.B.		
		PROJ NO.	LJAR2123		

**PROPERTY OWNERSHIP TABLE**

①	BN LEASING CORPORATION AND BNSF DEVELOPMENT CO LLC C.C.# 2021-43856 D.R.G.C.T.	⑨	TAYLOR LEE STRAWN AND ERNEST B STRAWN JR C.C.# 2019-25572 D.R.G.C.T.	⑰	GUNTERVEST LLC C.C.# 2019-9823 D.R.G.C.T.
②	BN LEASING CORPORATION C.C.# 2021-40255 D.R.G.C.T.	⑩	AP DUPONT LP VOL. 4175, PG. 33 D.R.G.C.T.	⑱	SU AND AJ AHMED REVOCABLE TRUST C.C.# 2021-12754 D.R.G.C.T.
③	BN LEASING CORPORATION C.C.# 2021-43257 D.R.G.C.T.	⑪	RUSSELL LINDA STRAWN C.C.# 2020-15349 D.R.G.C.T.	⑲	RICH MEADOWS LLC C.C.# 2019-19844 D.R.G.C.T.
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⑤	BN LEASING CORPORATION C.C.# 2021-41585 D.R.G.C.T.	⑬	JOHN STANDEFER III AND ROXANNE STANDEFER C.C.# 2018-18767 D.R.G.C.T.	㉑	PADOVA INVESTMENT GROUP INC VOL. 4204, PG. 251 D.R.G.C.T.
⑥	BN LEASING CORPORATION C.C.# 2021-41251 D.R.G.C.T.	⑭	SCOTLAND ADVISOR LP C.C.# 2020-30974 D.R.G.C.T.	㉒	GUNTER SPECIAL UTILITY DISTRICT VOL. 3824, PG. 904 D.R.G.C.T.
⑦	PRESTON BEND LP VOL. 4749, PG. 574 D.R.G.C.T.	⑮	KEVIN KLAS AND LEE ANNE KEMP VOL. 5927, PG. 445 D.R.G.C.T.	㉓	BNSF RAILWAY CO C.C.# 2020-16069 D.R.G.C.T.
⑧	PRESTON BEND LP VOL. 4749, PG. 561 D.R.G.C.T.	⑯	RICKIE JOEL STREETMAN VOL. 5930, PG. 511 D.R.G.C.T.		

LINE	BEARING	DISTANCE
L1	S00°21'29"E	1743.21'
L2	N88°46'34"E	793.10'
L3	S01°13'26"E	1319.60'
L4	S88°46'34"W	1341.30'
L5	S01°13'26"E	2133.29'
L6	N88°24'55"E	460.14'
L7	S45°27'50"E	154.23'
L8	S27°29'26"W	45.83'
L9	S67°21'29"W	101.88'
L10	S23°01'35"W	113.03'
L11	S41°55'44"W	101.11'
L12	S14°17'37"W	187.42'
L13	S44°39'21"W	136.94'
L14	S01°14'47"E	196.04'

LINE	BEARING	DISTANCE
L15	N01°17'55"W	1162.87'
L16	S84°31'50"E	446.05'
L17	N01°15'08"W	526.86'
L18	N88°46'34"E	1413.85'
L19	N01°26'03"W	2163.66'
L20	N75°48'18"E	95.05'
L21	N58°36'53"E	98.88'
L22	N26°09'48"E	201.60'
L23	N25°35'07"E	989.64'
L24	N89°24'13"E	976.81'
L25	N89°16'25"E	2201.51'
L26	S01°11'43"E	1442.80'
L27	S89°10'39"W	2190.79'
L28	N01°37'08"W	1446.60'

CURVE	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	17°11'25"	165.00'	N67°12'35"E	49.32'	49.50'
C2	32°27'05"	1602.69'	N42°23'20"E	895.65'	907.73'

(REV. 05/02/2023)

PAGE 6  
OF 6

DATE:	04/11/2023
DRWN BY:	S.A.T.
CHKD BY:	A.C.B.
PROJ NO.	LJAR2123

**EXHIBIT "A"**

429.924 TOTAL ACRES  
IN THE DAVIS LLOYD SURVEY, ABST. NO. 706,  
HARRY CAMPBELL SURVEY, ABST. NO. 241  
AND THE ASA HARTFIELD SURVEY, ABST. NO. 432  
CITY OF CANTON TWP, GRAYSON COUNTY, TEXAS

**LJA Surveying, Inc.**  
3017 West 7th Street  
Suite 300  
Fort Worth, Texas 76107

Phone 502.747.0003  
T.B.P.E.L.S. Firm No. 10194382

S:\MFG-2023-03-NR-Survey-Projects\100503\AR50A-280-Exhibits\LA2023\Doc- 8D.dwg, 5/2/2023

All that certain tract of land situated in the Harry Campbell Survey, Abstract No. 244, Grayson County, Texas, and being part of called 114 acre tract of land as described in Tract Two in the Deed to Brandon Douglas Hunter, filed on 11 July 2002, Recorded in Volume 3278 Page 336 of the Deed Records of the County of Grayson, State of Texas; and being more particularly described as follows:

BEGINNING for the Northwest corner of the herein described tract at a found 1½ Steel Rebar for the Northwest corner of said Campbell Survey, the Northeast corner of the Asa Hartfield Survey, Abstract No. 490 at the intersection of Harris and Strawn Roads, said rebar also being the Northwest corner of said Hunter tract, and on the South line of a called 278.389 acre tract of land described by Deed to Edwin A. Trapp Jr., Trustee, filed on 24 May 1993, and Recorded in Volume 2271 Page 274 of said Deed Records;

Thence: North 87 degrees 41 minutes 15 seconds East, with the North line of said Hunter tract, and said Campbell Survey, and the South line of said 278.389 acre tract, and the Daniel Lloyd Survey, Abstract No. 706, and in said Strawn Road, a distance of 443.29 feet to a set survey mark nail with a washer marked COX 4577 for the Northeast corner of this tract;

Thence: South 02 degrees 21 minutes 16 seconds East, and passing at 20.00 feet a set 1½ inch Steel Square Tubing with a plastic cap marked COX 4577 on the south side of said road, and continuing on said course for a total distance of 527.17 feet to a set 1½ inch Steel Square Tube with a plastic cap marked COX 4577 for the Southeast corner of this tract;

Thence: North 85 degrees 37 minutes 06 seconds West, along and near a an old fence line, and passing a pipe fence corner post at 412.49 feet on the East side of said Harris Road, and continuing on said course for a total distance of 446.37 feet to a set survey mark nail with a washer marked COX 4577 in said Road on the West line of said Campbell Survey and the East line of said Hartfield Survey and the west line of said Hunter tract;

Thence: North 02 degrees 21 minutes 16 seconds West, with the west line of said Hunter tract, the East line of said Hartfield Survey, and the West line of said Campbell Survey in said Road, a distance of 475.14 feet to the PLACE OF BEGINNING and containing 5.100 acres of land.



Attachment 2

(See attached)



CITY OF GUNTER, TEXAS

ORDINANCE NO. \_\_\_\_\_

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUNTER, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF GUNTER, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FOR AN APPROXIMATELY 515.553 ACRE TRACT OF LAND SITUATED IN THE DANIEL LLOYD SURVEY, ABSTRACT NO. 706, THE ASA HARTSFIELD SURVEY, ABSTRACT NO. 490 AND THE HARRY CAMPBELL SURVEY, ABSTRACT NO. 244, CITY OF GUNTER, GRAYSON COUKNTY, TEXAS AND BEING ALL OF TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2021-40235 (HEREINAFTER REFERRED TO AS "PARCEL 2") LOCATED GENERALLY ON THE EAST SIDE OF THE INTERSECTION OF STATE HIGHWAY 289 AND THE BNSF RAILROAD, NORTH OF MACKEY ROAD, LOCATED IN THE CITY OF GUNTER, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, BY GRANTING A CHANGE IN ZONING FROM PLANNED DEVELOPMENT DISTRICT \_\_\_\_\_ TO PLANNED DEVELOPMENT NO. \_\_\_\_ (PD-\_\_\_\_) TO ALLOW FOR THE DEVELOPMENT OF AN INDUSTRIAL DIRECT RAIL LOGISTICS CENTER; PROVIDING FOR A CONFLICTS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission of the City of Gunter, Texas, and the governing body of the City of Gunter, in compliance with the laws of the State of Texas, and the Ordinances of the City of Gunter, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GUNTER, TEXAS:

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Gunter, Texas, duly passed by the governing body of the City of Gunter, Texas, on the 24th day of May, 2016, as heretofore amended, be, and the same are hereby further amended by granting a zoning change from Planned Development-\_\_\_\_ (PD-\_\_\_\_), to Planned Development-\_\_\_\_ (PD-\_\_\_\_) on an approximately 515.553 acre tract of land located in the Daniel Lloyd Survey, Abstract

No. 706, the ASA Hartfield Survey, Abstract No. 490 and the Harry Campbell Survey, Abstract No. 244, **City of Gunter, Grayson County, Texas and being all of tract of land described to BN Leasing Corporation by deed recorded in county clerks file no. 2021-40235 (HEREINAFTER REFERRED TO AS "PARCEL 2")** (proposed Lots 1-5, Blk. 1 BNSF Logistic Center North Dallas), Grayson County, Texas, and generally located on east of State Highway 289 and the BNSF Railroad, north of Mackey Road, located in the City of Gunter, Grayson County, Texas, and being more particularly described in **Exhibit "A"** attached hereto (the "Property"), by granting a change in zoning from Planned Development (\_\_\_\_) to Planned Development-\_\_\_\_ (PD-\_\_\_\_) to allow for a Planned Development for the development of an industrial direct rail logistics center.

**SECTION 2.** That the Property shall be developed and used only in accordance with the following development conditions:

**A. CONCEPT PLAN.** The Property shall be developed in general conformance with the Development Agreement Exhibit agreed to in the Development Agreement by and between BNSF Railway Company, BNSF Development Co., L.L.C., BN Leasing Corporation and the City of Gunter, Texas, (hereinafter "BNSF Development Agreement"), attached hereto as **Exhibit "B"** as amended by the First Amendment to the BNSF Development Agreement, attached hereto as **Exhibit "C"** both of which are incorporated herein by reference (the "Concept Plan").

**B. PERMITTED USES.** Permitted uses shall be compliant with the City of Gunter Zoning Ordinance; base zoning of Manufacturing/Industrial District – Light (M-1) with certain other uses permitted pursuant to the BNSF Development Agreement.

**C. DEVELOPMENT REGULATIONS.** Development Regulations provided in the BNSF Development Agreement shall govern the development of land within **PD-\_\_\_\_**. The Development Regulations generally combine certain existing guidelines within Manufacturing/Industrial District – Light (M-1) and Manufacturing/Industrial District – Heavy (M-2), with certain deviations.

**D. DISTRICT REGULATIONS.** The Property shall be subject to the district regulations as provided in the attached **Exhibit "B"** and **Exhibit "C,"** District Regulations with regard to buffer zone, maximum height, side yard width, rear yard, front yard, lot area, minimum lot width, minimum lot depth, maximum lot coverage, minimum dwelling size and minimum enclosed garage size.

**E. WATER, SEWER, AND DRAINAGE.** The Property shall be developed with regard to water, sewer, and drainage improvements as provided in the attached **Exhibit "B"** and **Exhibit "C"**. Minor modifications to water, sewer, or drainage improvements that do not alter the general alignment shown on the Concept Plan may be made.

**F. STREET IMPROVEMENTS.** The Property shall be developed with regard to street improvements as provided in the attached **Exhibit "B"** and **Exhibit "C"**. Minor modifications

to streets and driveways that do not alter the general alignment shown on the Concept Plan may be made.

**SECTION 3.** That the above property shall be used only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Gunter, as heretofore amended, and as amended herein.

**SECTION 4.** That, to the extent of any irreconcilable conflict with the provisions of this ordinance and other ordinances of the City of Gunter governing the use and development of the Property and which are not expressly amended by this ordinance, the provisions of this ordinance shall be controlling.

**SECTION 5.** That all provisions of the Ordinances of the City of Gunter in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City of Gunter not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**SECTION 6.** That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

**SECTION 7.** An offense committed before the effective date of this Ordinance is governed by the prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 8.** That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Gunter, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 9.** This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such case provides.

**IT IS ACCORDINGLY SO ORDAINED.**

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GUNTER, TEXAS, THE \_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSTENTIONS \_\_\_\_\_

CITY OF GUNTER, TEXAS

\_\_\_\_\_  
Karen Souther, Mayor

ATTEST:

\_\_\_\_\_  
Detra Gaines, City Secretary

DRAFT

## EXHIBIT "A"

### PROPERTY DESCRIPTION

#### 519.336 ACRES

BEING 519.336 ACRES OF LAND SITUATED IN THE DANIEL LLOYD SURVEY, ABSTRACT NO. 706, THE ASA HARTFIELD SURVEY, ABSTRACT NO. 490, AND THE HARRY CAMPBELL SURVEY, ABSTRACT NO. 244, CITY OF GUNTER, GRAYSON COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2021-40235 (HEREINAFTER REFERRED TO AS "PARCEL 2"), DEED RECORDS OF GRAYSON COUNTY, TEXAS, AND ALL OF A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2021-43257 (HEREINAFTER REFERRED TO AS "PARCEL 3") OF SAID DEED RECORDS AND A PORTION OF A TRACT OF LAND DESCRIBED TO BNSF RAILWAY CO BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2020-16069 (HEREINAFTER REFERRED TO AS "PARCEL 23") OF SAID DEED RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A POINT ON THE EAST LINE OF SAID PARCEL 2, FROM WHICH THE COMMON NORTH CORNER OF SAID PARCEL 2 AND A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION AND BNSF DEVELOPMENT CO LLC BY DEED RECORDED IN COUNTY CLERK FILE NO. 2021-43856 (HEREINAFTER REFERRED TO AS "PARCEL 1") OF SAID DEED RECORDS BEARS NORTH 01°26'03" WEST, A DISTANCE OF 119.44 FEET;

THENCE SOUTH 01°26'03" EAST, WITH THE WEST LINE OF SAID PARCEL 1, A DISTANCE OF 2163.66 FEET TO THE NORTH LINE OF A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED RECORDED IN COUNTY CLERKS FILE NO. 2021-41585 (HEREINAFTER REFERRED TO AS "PARCEL 5") OF SAID DEED RECORDS;

THENCE SOUTH 88°46'34" WEST, WITH THE NORTH LINE OF SAID PARCEL 5, A DISTANCE OF 1857.24 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO GUNTER SPECIAL UTILITY DISTRICT BY DEED RECORDED IN VOLUME 3284, PAGE 904 OF SAID DEED RECORDS;

THENCE SOUTH 01°17'55" EAST, WITH THE WEST LINES OF SAID GUNTER SPECIAL UTILITY DISTRICT TRACT AND A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED RECORDED IN COUNTY CLERK FILE NO. 2021-41251 (HEREINAFTER REFERRED TO AS "PARCEL 4") OF SAID DEED RECORDS, A DISTANCE OF 1637.75 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 4, SAME BEING A REENRANT CORNER OF SAID PARCEL 2;

THENCE NORTH 88°54'56" EAST, WITH THE SOUTH LINES OF SAID PARCELS 4 AND 5, A DISTANCE OF 3999.73 FEET TO THE SOUTHEAST CORNER OF PARCEL 5 ON THE WEST LINE OF A TRACT OF LAND DESCRIBED TO RUSSELL LINDA STRAWN BY DEED RECORDED IN COUNTY CLERK FILE NO. 2020-15349 OF SAID DEED RECORDS;

THENCE WITH THE WESTERLY LINE OF SAID STRAWN TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 51°47'29" WEST, A DISTANCE OF 79.56 FEET;

SOUTH 34°25'11" EAST, A DISTANCE OF 242.52 FEET;

SOUTH 38°08'37" EAST, A DISTANCE OF 164.31 FEET;

SOUTH 63°50'04" EAST, A DISTANCE OF 113.04 FEET;

NORTH 53°09'54" EAST, A DISTANCE OF 56.17 FEET;

**519.336 ACRES**

NORTH 16°32'54" WEST, A DISTANCE OF 58.86 FEET;  
NORTH 51°39'13" EAST, A DISTANCE OF 71.95 FEET;  
SOUTH 15°37'12" EAST, A DISTANCE OF 63.73 FEET;  
SOUTH 03°48'48" WEST, A DISTANCE OF 134.29 FEET;  
SOUTH 33°28'05" EAST, A DISTANCE OF 63.24 FEET;  
NORTH 66°11'11" EAST, A DISTANCE OF 104.46 FEET;  
NORTH 86°12'32" EAST, A DISTANCE OF 166.28 FEET;  
SOUTH 51°05'17" EAST, A DISTANCE OF 90.01 FEET;  
SOUTH 10°13'17" EAST, A DISTANCE OF 170.02 FEET;  
SOUTH 01°21'43" WEST, A DISTANCE OF 150.02 FEET;  
SOUTH 46°41'43" WEST, A DISTANCE OF 200.02 FEET;  
SOUTH 34°23'17" EAST, A DISTANCE OF 200.02 FEET;  
SOUTH 26°06'17" EAST, A DISTANCE OF 135.02 FEET;  
SOUTH 15°03'17" EAST, A DISTANCE OF 110.01 FEET;  
NORTH 89°08'43" EAST, A DISTANCE OF 85.01 FEET;  
NORTH 84°15'43" EAST, A DISTANCE OF 155.02 FEET;  
SOUTH 10°12'43" WEST, A DISTANCE OF 200.02 FEET;  
SOUTH 44°17'17" EAST, A DISTANCE OF 160.02 FEET;  
SOUTH 08°43'17" EAST, A DISTANCE OF 135.02 FEET;  
SOUTH 01°13'43" WEST, A DISTANCE OF 95.01 FEET;  
SOUTH 44°30'41" EAST, A DISTANCE OF 77.44 FEET TO THE SOUTHEAST CORNER OF SAID  
PARCEL 2, SAME BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED TO HARRIS  
STREETMAN LLC BY DEED RECORDED IN COUNTY CLERK FILE NO. 2009-24390 OF SAID DEED  
RECORDS;

THENCE SOUTH 88°39'00" WEST, WITH THE SOUTH LINE OF SAID PARCEL 2, A DISTANCE OF 5163.14  
FEET TO THE EAST LINE OF A TRACT OF LAND DESCRIBED TO BN LEASING CORPORATION BY DEED  
RECORDED IN COUNTY CLERK FILE NO. 2021-41251 (HEREINAFTER REFERRED TO AS "PARCEL 6") OF  
SAID DEED RECORDS;

THENCE NORTH 01°11'43" WEST, WITH THE EAST LINE OF SAID PARCEL 6, A DISTANCE OF 776.75 FEET  
TO THE NORTHEAST CORNER OF SAME PARCEL AND BEING A REENTRANT CORNER OF SAID PARCEL 2;

**519.336 ACRES**

THENCE SOUTH 89°16'25" WEST, WITH THE SOUTH LINE OF SAID PARCEL 2, A DISTANCE OF 2974.99 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED TO PADOVA INVESTMENT GROUP INC BY DEED RECORDED IN VOLUME 4204, PAGE 251 OF SAID DEED RECORDS;

THENCE NORTH 01°53'30" WEST, WITH THE EAST LINE OF SAID PADOVA TRACT, A DISTANCE OF 753.84 FEET TO THE NORTHEAST CORNER OF SAME TRACT;

THENCE NORTH 62°59'18" WEST, WITH THE NORTHEAST LINE OF SAID PADOVA TRACT, A DISTANCE OF 710.62 FEET TO THE WESTERNMOST CORNER OF SAID PARCEL 2 ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 289, A VARIABLE WIDTH RIGHT-OF-WAY;

THENCE WITH SAID EASTERLY RIGHT-OF-WAY, THE FOLLOWING COURSES AND DISTANCES:

NORTH 45°34'45" EAST, A DISTANCE OF 386.88 FEET;

SOUTH 44°25'15" EAST, A DISTANCE OF 20.00 FEET;

NORTH 45°35'23" EAST, A DISTANCE OF 1000.12 FEET;

NORTH 43°23'25" WEST, A DISTANCE OF 20.00 FEET;

NORTH 45°32'06" EAST, A DISTANCE OF 872.84 FEET;

NORTH 51°21'35" EAST, A DISTANCE OF 164.81 FEET;

NORTH 45°40'51" EAST, A DISTANCE OF 119.24 FEET;

NORTH 88°27'27" EAST, A DISTANCE OF 217.24 FEET;

NORTH 01°08'20" WEST, A DISTANCE OF 209.02 FEET;

NORTH 39°06'06" EAST, A DISTANCE OF 103.67 FEET;

NORTH 45°33'39" EAST, A DISTANCE OF 658.93 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1477.98 FEET AND A CHORD BEARING NORTH 24°42'32" EAST, 1059.61 FEET;

WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 42°00'44", AN ARC-DISTANCE OF 1083.73 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 3;

THENCE NORTH 75°48'01" EAST, WITH THE NORTH LINE OF SAID PARCEL 3, A DISTANCE OF 330.75 FEET TO THE WEST LINE OF SAID PARCEL 2;

THENCE OVER AND ACROSS SAID PARCELS 2 AND 23, THE FOLLOWING COURSES AND DISTANCES:


SOUTH 52°41'59" EAST, A DISTANCE OF 185.58 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 485.00 FEET AND A CHORD THAT BEARS NORTH 56°33'10" EAST, 319.84 FEET;

WITH SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 38°30'16", AN ARC-DISTANCE OF 325.93 FEET;

**519.336 ACRES**

NORTH 75°48'18" EAST, A DISTANCE OF 1666.16 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 519.336 ACRES (22,622,264 SQ. FEET) OF LAND.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH TBPELS ACTS AND RULES PAGE 97 OF 109 UPDATED APRIL 1, 2021 INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

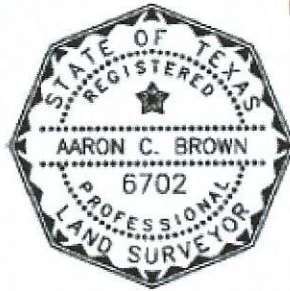


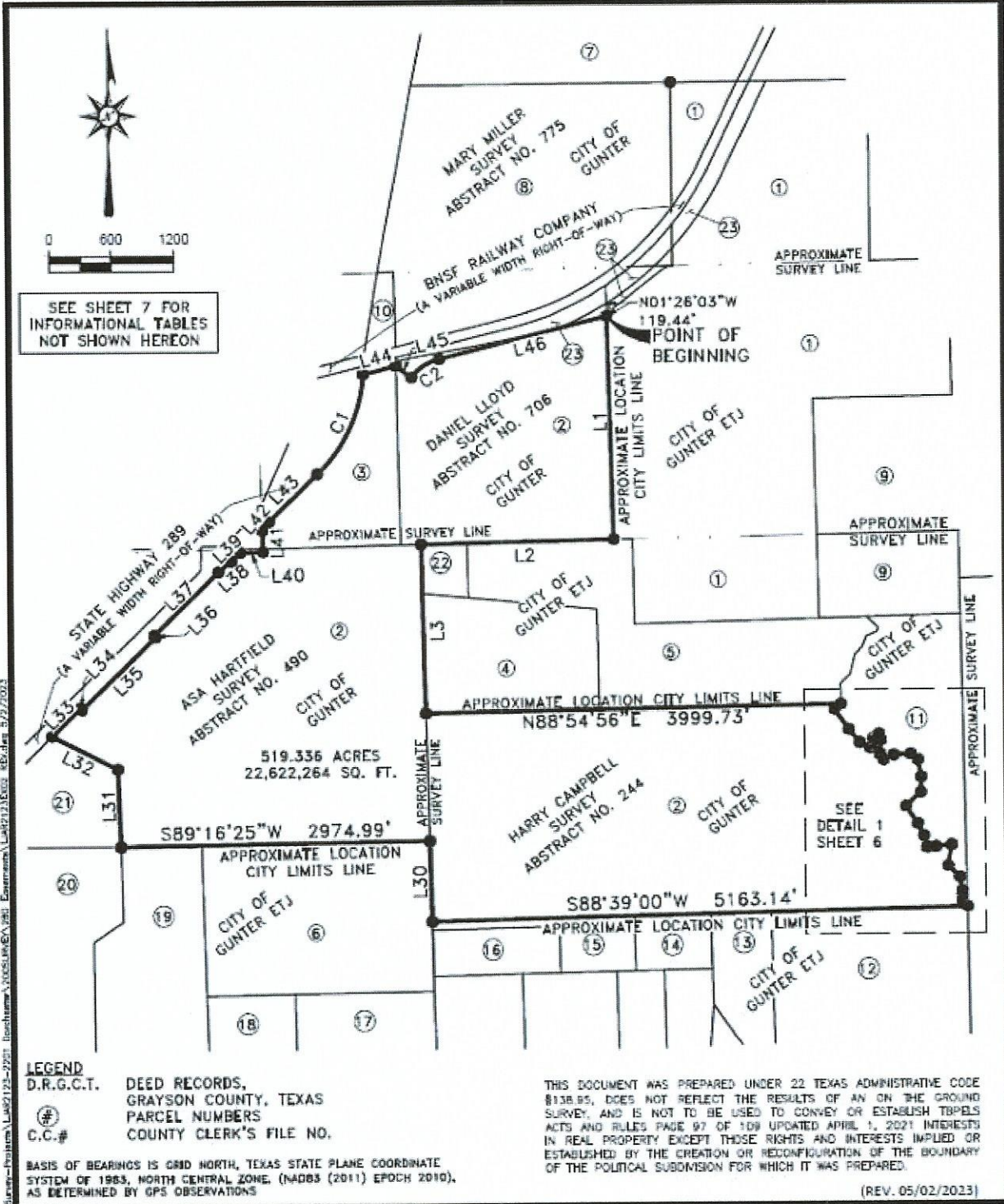
(Revised May 2, 2023)

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Aaron C. Brown, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Registration No. 6702  
LJA Surveying, Inc.  
3017 West 7<sup>th</sup> Street, Suite 300  
Fort Worth, Texas 76107  
682-747-0800  
TBPELS Firm No. 10194382

March 29, 2023





SEE SHEET 7 FOR INFORMATIONAL TABLES NOT SHOWN HEREON

**LEGEND**  
 D.R.G.C.T. DEED RECORDS,  
 GRAYSON COUNTY, TEXAS  
 # PARCEL NUMBERS  
 C.C.# COUNTY CLERK'S FILE NO.

BASIS OF BEARINGS IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM OF 1985, NORTH CENTRAL ZONE, (NAD83 (2011) EPOCH 2010), AS DETERMINED BY GPS OBSERVATIONS

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.05, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH TRP/ELS ACTS AND RULES PAGE 97 OF 109 UPDATED APRIL 1, 2021 INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

(REV. 05/02/2023)

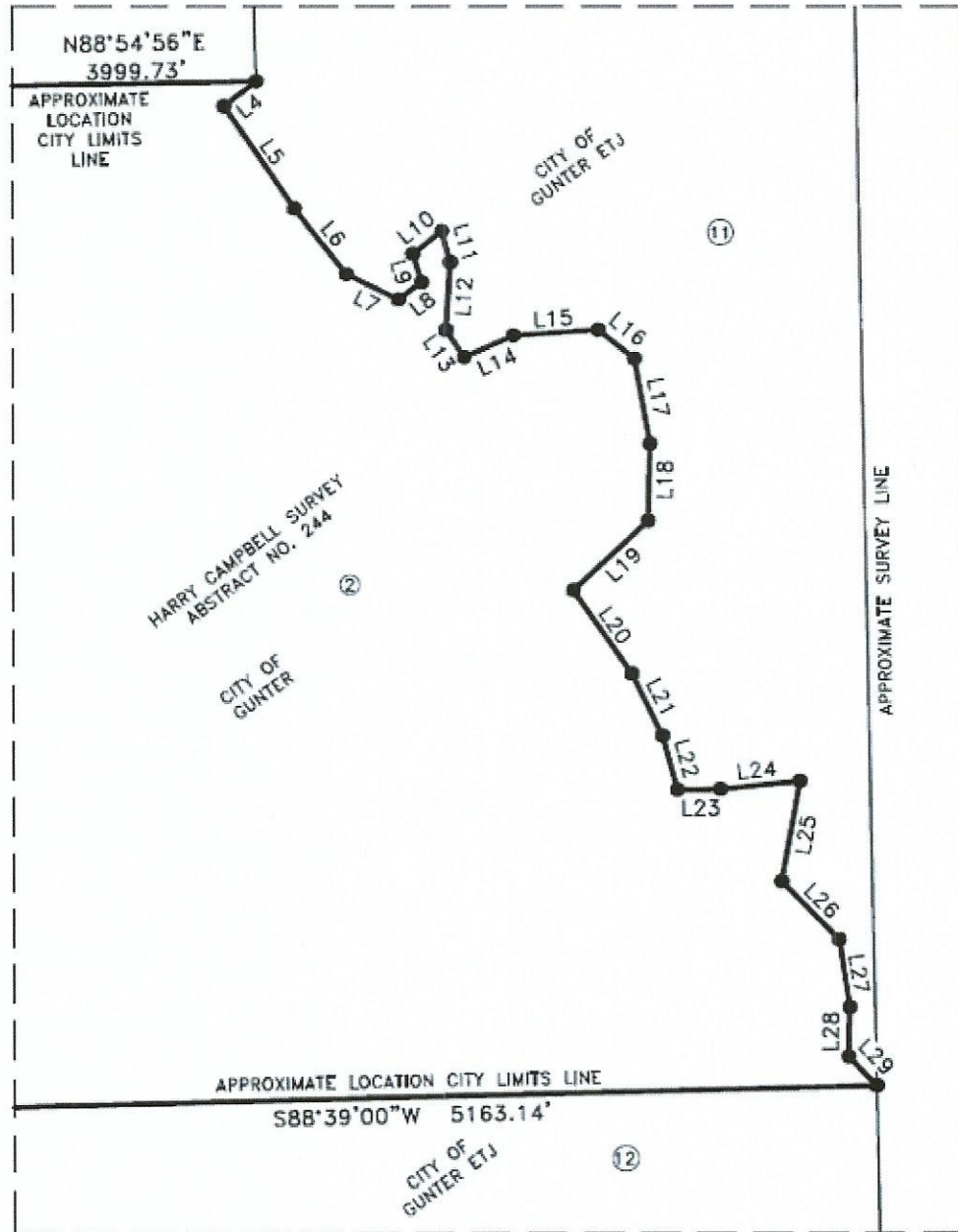
PAGE 5 OF 7	DATE:	03/29/2023
	DRWN BY:	S.A.T.
	CHKD BY:	A.C.B.
	PROJ NO:	LJAR2123

**EXHIBIT "A"**

519.336 TOTAL ACRES  
 IN THE DANIEL LLOYD SURVEY, ABST. NO. 706,  
 HARRY CAMPBELL SURVEY, ABST. NO. 244 AND THE  
 ASA HARTFIELD SURVEY, ABST. NO. 490  
 CITY OF GUNTER, GRAYSON COUNTY, TEXAS

**LJA Surveying, Inc.**  
 3017 West 7th Street Phone 800.747.0800  
 Suite 300  
 Fort Worth, Texas 76107 T.B.P.E.L.S. Firm No. 10194382

DETAIL 1  
(NOT TO SCALE)



(REV. 05/02/2023)

PAGE 6  
OF 7

DATE:	03/29/2023
DRWN BY:	S.A.T.
CHKD BY:	A.C.B.
PROJ NO.	LJAR2123

EXHIBIT "A"

519.336 TOTAL ACRES  
IN THE DANIEL LLOYD SURVEY, ABST. NO. 706,  
HARRY CAMPBELL SURVEY, ABST. NO. 244 AND THE  
A24 HAYFIELD SURVEY, ASST. NO. 493  
CITY OF GUNTER, GRAYSON COUNTY, TEXAS

**LJA Surveying, Inc.**  
3017 West 7th Street  
Suite 300  
Fort Worth, Texas 76107  
Phone 682.747.0800  
T.E.P.E.L.S. Firm No. 10194382

**PROPERTY OWNERSHIP TABLE**

①	BN LEASING CORPORATION AND BNSF DEVELOPMENT CO LLC C.C.# 2021-43856 D.R.G.C.T.	⑨	TAYLOR LEE STRAWN AND ERNEST B STRAWN JR C.C.# 2019-25572 D.R.G.C.T.	⑰	GUNTERVEST LLC C.C.# 2019-9823 D.R.G.C.T.
②	BN LEASING CORPORATION C.C.# 2021-40235 D.R.G.C.T.	⑩	AP DUPONT LP VOL. 4175, PG. 33 D.R.G.C.T.	⑱	SU AND AJ AHMED REVOCABLE TRUST C.C.# 2021-12754 D.R.G.C.T.
③	BN LEASING CORPORATION C.C.# 2021-43257 D.R.G.C.T.	⑪	RUSSELL LINDA STRAWN C.C.# 2020-15349 D.R.G.C.T.	⑲	RICH MEADOWS LLC C.C.# 2019-19844 D.R.G.C.T.
④	BN LEASING CORPORATION C.C.# 2021-41425 D.R.G.C.T.	⑫	HARRIS STREETMAN LLC C.C.# 2009-24390 D.R.G.C.T.	⑳	DAVID R & MARY COLTER VOL. 3204, PG. 318 D.R.G.C.T.
⑤	BN LEASING CORPORATION C.C.# 2021-41585 D.R.G.C.T.	⑬	JOHN STANDEFER III AND ROXANNE STANDEFER C.C.# 2018-18767 D.R.G.C.T.	㉑	PADOVA INVESTMENT GROUP INC VOL. 4204, PG. 251 D.R.G.C.T.
⑥	BN LEASING CORPORATION C.C.# 2021-41251 D.R.G.C.T.	⑭	SCOTLAND ADVISOR LP C.C.# 2020-30974 D.R.G.C.T.	㉒	GUNTER SPECIAL UTILITY DISTRICT VOL. 3824, PG. 904 D.R.G.C.T.
⑦	PRESTON BEND LP VOL. 4749, PG. 574 D.R.G.C.T.	⑮	KEVIN KLAS AND LEE ANNE KEMP VOL. 5927, PG. 445 D.R.G.C.T.	㉓	BNSF RAILWAY CO C.C.# 2020-16069 D.R.G.C.T.
⑧	PRESTON BEND LP VOL. 4749, PG. 561 D.R.G.C.T.	⑯	RICKIE JOEL STREETMAN VOL. 5930, PG. 511 D.R.G.C.T.		

LINE	BEARING	DISTANCE
L1	S01°26'03"E	2163.66'
L2	S88°46'34"W	1857.24'
L3	S01°17'55"E	1637.75'
L4	S51°47'29"W	79.56'
L5	S34°25'11"E	242.52'
L6	S38°08'37"E	164.31'
L7	S63°50'04"E	113.04'
L8	N53°09'54"E	56.17'
L9	N16°32'54"W	58.86'
L10	N51°39'13"E	71.95'
L11	S15°37'12"E	63.73'
L12	S03°48'48"W	134.29'
L13	S33°28'05"E	63.24'
L14	N66°11'11"E	104.46'
L15	N86°12'32"E	166.28'
L16	S51°05'17"E	90.01'
L17	S10°13'17"E	170.02'
L18	S01°21'43"W	150.02'
L19	S46°41'43"W	200.02'
L20	S34°23'17"E	200.02'
L21	S26°06'17"E	135.02'
L22	S15°03'17"E	110.01'
L23	N89°08'43"E	85.01'

LINE	BEARING	DISTANCE
L24	N84°15'43"E	155.02'
L25	S10°12'43"W	200.02'
L26	S44°17'17"E	160.02'
L27	S08°43'17"E	135.02'
L28	S01°13'43"W	95.01'
L29	S44°30'41"E	77.44'
L30	N01°11'43"W	776.75'
L31	N01°53'30"W	753.84'
L32	N62°59'18"W	710.62'
L33	N45°34'45"E	386.88'
L34	S44°25'15"E	20.00'
L35	N45°55'23"E	1000.12'
L36	N43°23'25"W	20.00'
L37	N45°32'06"E	872.84'
L38	N51°21'35"E	164.81'
L39	N45°40'51"E	119.24'
L40	N88°27'27"E	217.24'
L41	N01°08'20"W	209.02'
L42	N39°06'06"E	103.67'
L43	N45°53'39"E	658.93'
L44	N75°48'01"E	330.75'
L45	S52°41'59"E	185.56'
L46	N75°48'18"E	1666.16'

CURVE	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	42°00'44"	1477.98'	N24°42'32"E	1059.61'	1083.73'
C2	38°30'16"	485.00'	N56°33'10"E	319.84'	325.93'

(REV. 05/02/2023)

S:\NTS-30492-001\_Survey-Projects\LA82123-2201\_Dorchester\2008\KVA\240\_Example.dwg LA82123-2201\_8/2/2023

PAGE 7 OF 7	DATE:	03/29/2023
	DRWN BY:	S.A.T.
	CHKD BY:	A.C.B.
	PROJ NO.	LJAR2123

**EXHIBIT "A"**  
519.336 TOTAL ACRES  
IN THE DANIEL LLOYD SURVEY, ACCT. NO. 791,  
HARRY CAMPBELL SURVEY, ACCT. NO. 244 AND THE  
ASA HARTFIELD SURVEY, ACCT. NO. 490,  
CITY OF DUNCAN, GRAYSON COUNTY, TEXAS

**LJA Surveying, Inc.**  
3017 West 7th Street Phone 682.747.0800  
Suite 300  
Fort Worth, Texas 76107 T.B.P.E.L.S. Firm No. 10194382

**EXHIBIT "B"**

**DEVELOPMENT AGREEMENT BY AND BETWEEN BNSF RAILWAY COMPANY,  
BNSF DEVELOPMENT CO., L.L.C., BN LEASING CORPORATION AND THE CITY  
OF GUNTER, TEXAS**

DRAFT

**EXHIBIT "C"**  
**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN BNSF  
RAILWAY COMPANY, BNSF DEVELOPMENT CO., L.L.C., BN LEASING  
CORPORATION AND THE CITY OF GUNTER, TEXAS**

DRAFT



# CITY OF GUNTER

105 N. 4th Street · Gunter, Texas 75058 · (903) 433-5185 · (903) 433-8039 fax · www.Guntertx.gov

## Universal Application Form

All applications must be submitted with (1) a complete Universal Application Form, (2) a completed application checklist, and (3) all materials listed in the appropriate checklist. The Planning and Development Department staff is available to assist you in person at City Hall or by phone, please call 940-498-3206 for an appointment. Applications shall be processed based on the City's official submission dates.

**Date:**

APPLICATION TYPE			(Box 1 of 8)
Zoning Related Applications	Subdivision Related Applications	Miscellaneous Applications	
<input type="checkbox"/> Reinstate Nonconforming Rights	<input type="checkbox"/> Preliminary Plat	<input type="checkbox"/> Comprehensive Plan Amendment	
<input type="checkbox"/> Zoning Map Amendment (Rezoning)	<input type="checkbox"/> Final Plat	<input type="checkbox"/> Fence Variance	
<input checked="" type="checkbox"/> PD, Planned Development Zoning Map Amendment (Rezoning)	<input type="checkbox"/> Minor Plat	<input type="checkbox"/> Sign Building Permit	
<input type="checkbox"/> Specific Use Permit	<input type="checkbox"/> Replat	<input type="checkbox"/> Sign Building Permit (Conditional)	
<input type="checkbox"/> Administrative Decision Appeal	<input type="checkbox"/> Amending Plat	<input type="checkbox"/> Sign Variance	
<input type="checkbox"/> Zoning Variance	<input type="checkbox"/> Conveyance Plat	<input type="checkbox"/> Unified Sign Plan	
<input type="checkbox"/> Zoning Special Exception	<input type="checkbox"/> Plat Vacation		
<input type="checkbox"/> Zoning Vested Rights	<input type="checkbox"/> Engineering Construction Plan		
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Park/Trail Dedication		
<input type="checkbox"/> Alternative Compliance	<input type="checkbox"/> Subdivision Waiver		
	<input type="checkbox"/> Proportionality Appeal		
	<input type="checkbox"/> Subdivision Vested Rights		

APPLICANT INFORMATION		(Box 2 of 8)
Applicant Name: Ray Oujesky and Lance Vanzant	Company: Kelly Hart & Hallman, LLP and Hayes, Berry, White & Vanzant, LLP	
Address: 201 Main Street, Suite 2500 and 512 W. Hickory Street. Suite 100		
City/State/Zip: Fort Worth, Texas 76102 and Denton, Texas 76201		
Contact Number: (817) 878-3556	Secondary No.: (940) 387-3518	
Email: ray.oujesky@kellyhart.com and lvanzant@hbwvllaw.com		
<b>Project Name: North Dallas Logistic Center</b>		

POINT-OF-CONTACT INFORMATION		(Box 3 of 8)
Name: Ray Oujesky	Company: Kelly Hart & Hallman LLP	
Contact Number: (817) 878-3556		
Email: ray.oujesky@kellyhart.com		

PROPERTY OWNER INFORMATION		(Box 4 of 8)
Owner's Name: BNSF Development Co., LLC, BNSF Railway Company and BN Leasing Corporation	Company:	
Address: 2650 Lou Menk Dr.		
City/State/Zip: Fort Worth, Texas 76131		
Contact Number: (817) 593-4003	Secondary No: (817) 867-6845	
Email: Suganth.Baskaran@BNSF.com		

SUBJECT PROPERTY INFORMATION		(Box 5 of 8)
Address: Strawn Road, Gunter, Texas		
Parcel Tax ID#: A-706		



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Legal Description: BEING 519.336 ACRES OF LAND SITUATED IN THE DANIEL LLOYD SURVEY, ABSTRACT NO. 706, THE ASA HARTFIELD SURVEY, ABSTRACT NO. 490, AND THE HARRY CAMPBELL SURVEY, ABSTRACT NO. 244, CITY OF GUNTER, GRAYSON COUNTY, TEXAS;

Subdivision Name: N/A

## BILL FEES TO

(Box 6 of 8)

Name: BNSF Development Co., LLC, Attention: Sugarth Baskaran

Company:

Address: 2650 Lou Menk Dr.

City/State/Zip: Fort Worth, Texas 76131

Contact Number: (817) 593-4003

Contact Email: Suganth.Baskaran@BNSF.com

## PROPERTY OWNER CONSENT/ AGENT AUTHORIZATION

(Box 7 of 8)

By my signature, I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the application being requested for this property. Additionally, my signature below indicates my awareness of the fee required at the time of the application submittal and any additional fees as noted in the City's fee schedule. This fee is non-refundable even in the event of application withdrawal. I have the power to authorize and hereby grant permission for City of Gunter officials to enter the property on official business as part of the application process.

By signing this form, the owner of the property authorizes the City of Gunter to begin proceeding in accordance with the process for the type of application indicated on this application. The owner/applicant further requests a Waiver of Right to 30-Day Action. The owner acknowledges that submission of an application does not in any way obligate the City to approve the application, and, that although City staff may make certain recommendations regarding this application, the decision-making authority may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.

We, the undersigned, being owners of subject real property, do hereby authorize:

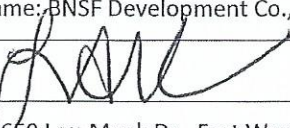
Printed Name: Ray Oujesky, Kelly Hart & Hallman, LLP and Lance Vanzant, Hayes, Berry, White & Vanzant, LLP

Address: 201 Main Street, Suite 2500, Fort Worth, Texas 76102 and 512 W. Hickory Street, Suite 100, Denton, Texas 76201

...to act as our Agent in the matter of this request. The term agent shall be construed to mean any lessee, developer, option holder, or authorized individual who is authorized to act in behalf of the owner(s) of said property.

### SIGNATURES OF ALL PROPERTY OWNERS

Printed Name: BNSF Development Co., LLC

Signature: 

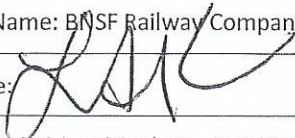
Address: 2650 Lou Menk Dr., Fort Worth, Texas 76131



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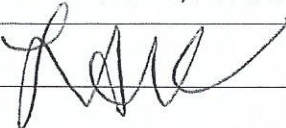
Printed Name: BNSF Railway Company

Signature: 

Address: 2650 Lou Menk Dr., Fort Worth, Texas 76131

Printed Name: BN Leasing Corporation

Address: 2650 Lou Menk Dr., Fort Worth, Texas 76131

Signature: 



# CITY OF GUNTER

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## NOTARY

(Box 8 of 8)

STATE OF TEXAS §  
COUNTY OF Jarvis §

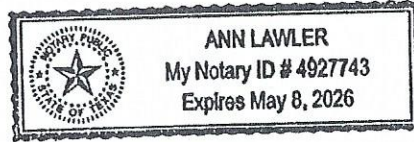
BEFORE ME, the undersigned authority in and for Jarvis County, Texas, on this day personally appeared Lacy Kruger, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is Banker, and that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of March 2026

[Signature]  
Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires: May 8, 2026



STAFF USE ONLY BELOW



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FEES PAID

DATE FEES PAID



**PLANNING AND ZONING COMMISSION  
MEETING  
May 14, 2026  
6:00 PM**

**AGENDA ITEM #4**

Discuss, consider, and act upon a Preliminary Plat for BNSF North Dallas Logistics Center, of an approximately 943.935 acre tract of land situated in the Mary Miller survey, Abstract No. 775, Daniel Lloyd survey, Abstract No. 706, Harry Campbell Survey, Abstract No. 22, ASA Hartfield Survey, Abstract No. 490, to Lots 1-5, Blk. 1 BSNF Logistic Center North Dallas. The property is generally located on the east side of the intersection of State Highway 289 and the BNSF Railroad, north of Mackey Road, located within the City of Gunter and Gunter ETJ.

**SUBMITTED BY**

Kelly Hart & Hallman, LLP and Hayes, Berry, White & Vanzant, LLP on behalf of BN Leasing Co. & BSNF Development Co., LLC.

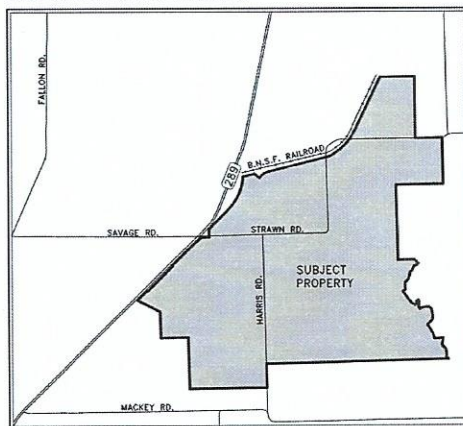
**AGENDA ITEM SUMMARY/BACKGROUND**

The owner is requesting a preliminary plat for a future light industrial/commercial logistics center development.

**PUBLIC NOTICE:**

N/A

**LOCATION MAP:**



**STAFF ANALYSIS:**

A portion of the subject property is currently within the City limits and is currently zoned Planned Development (PD). An updated Development Agreement was done between the City of Gunter and BNSF which will establish a new Planned Development District for the portions currently within the city limits and same zoning will occur when the portions within the ETJ are annexed.

The preliminary plat was originally submitted for review in November 2023. At that time the application was reviewed and was determined that the Preliminary Plat submittal was not administratively complete. An updated resubmittal was made March 2026 and deficient items had been submitted and other comments addressed. Therefor the Preliminary Plat has been placed on agenda for action.

**RECOMMENDATION:**

The Preliminary Plat is an administrative function if it meets all subdivision requirements. Therefore it has been placed on agenda for consideration.

The required Flood Study and Traffic Impact Study have been reviewed and completed by the City Engineer. Any items needing addressed in these documents will be completed prior to the Final Plat and Civil Site Development plans being approved. Some right-of-way has been abandoned by ordinance.

Staff recommends approval of the plat with the conditions that the zoning is approved by City Council. Which there is no reason it should not be, as it follows all the conditions established in the Development Agreement approved and executed.

**ATTACHMENTS:**

- Preliminary Plat Exhibit - BSNF Logistics Center North Dallas.
- Letter of Intent from BSNF.













Lacy Kreger  
General Director  
Economic Development

BNSF Railway Company  
2650 Lou Menk Drive  
Fort Worth, TX 76131  
tel 817.867.6845  
lacy.kreger@bnsf.com

Re: Letter of Intent

Please accept the enclosed revised preliminary plat application and supporting documentation filed pursuant to Gunter's Subdivision Ordinance and its preliminary plat checklist. Also enclosed is a detailed response to the Gunter City Attorney's letter of December 1, 2023.

By filing this revised application the owners do not intend to waive their preemptive rights under federal law, its vested or other development rights under state law, or its right to challenge any jurisdictional boundaries. If the City provides review comments please do so under the signature of the Gunter City Engineer.

Sincerely,

A handwritten signature in black ink, appearing to read "LACY KREGER", written over a horizontal line.

Lacy Kreger  
General Director  
BNSF Railway  
3/18/24



Lacy A. Kreger  
General Director  
Economic Development

BNSF Railway Company  
P.O. Box 961051  
Fort Worth, Texas 76161-0051  
2650 Lou Menk Drive  
Fort Worth, Texas 76131-2830  
Tel: (817) 867-6845  
Lacy.Kreger@bnsf.com

April 9, 2026

Mr. Eric Wilhite  
City of Gunter  
105 N. 4<sup>th</sup> Street  
Gunter, TX 75058

RE: BNSF Plat Application (26-000068)

BNSF Development Co., LLC, BNSF Railway Company, and BN Leasing Corporation waive the 30-day time period for approval of the plat application.

Sincerely,

A handwritten signature in black ink, appearing to be "Lacy Kreger", written in a cursive style.

Lacy Kreger  
General Director, Economic Development  
BNSF Railway