Industrial District Agreement

This Industrial District Agreement ("Agreement") is made and entered into between the **City of Lufkin, Texas,** a municipal corporation in Angelina County, Texas, hereinafter also referred to as "Lufkin" or "City," **Verdant Industries, LLC,** a limited liability company, ("VI") and **Verdant Industries Realty, LLC,** a Texas limited liability company (hereinafter together with "VI" referred to as "Property Owner"). In consideration of the promises and of the mutual covenants and agreements herein contained, it is agreed by and between the City and Property Owner as follows:

I. PARTIES

This Agreement is made under the authority of Texas Local Government Code Annotated §42.044 (Vernon 1993), article XI, §5 of the Texas Constitution and other applicable law. The parties to the Agreement and their addresses are:

1. The "City"

   City of Lufkin, Texas
   Attn: City Manager
   P.O. Box 190
   Lufkin, TX 75902-0190

   Copy to:

   City of Lufkin, Texas
   Attn: City Attorney
   P.O. Box 190
   Lufkin, TX 75902-0190



2. The "Property Owner"

   Verdant Industries, LLC
   6004 S. First Street
   Lufkin, Texas 75901

   Verdant Industries Realty, LLC
   6004 S. First Street
   Lufkin, Texas 75901

   Tax Statement Address:

   Verdant Industries, LLC
   6004 S. First Street
   Lufkin, Texas 75901

   Verdant Industries Realty, LLC
   6004 S. First Street
   Lufkin, Texas 75901

II. IDENTIFICATION OF PROPERTY AND INDUSTRIAL DISTRICT

This Agreement includes provisions concerning certain real estate and tangible personal property owned or leased by the Property Owner. Real estate located outside the corporate limits of the City is sometimes referred to herein as the "affected area," and it is described in Exhibits A and B, which are attached to this Agreement and made a plat hereof. Acting pursuant to the above-mentioned authority, the City Council of the City has by ordinance, previously designated the affected area as an industrial district, the same to be known as Lufkin Industrial District No. 1 (the "Industrial District").

III. TERM

The term of this Agreement is ten (10) tax years, from 2022 through 2032, unless it is sooner terminated under the provisions hereof. This Agreement shall be effective and binding on the parties hereto upon execution hereof on behalf of the parties to this Agreement and shall remain in effect for ten (10) years. This Agreement supersedes any prior existing agreements between the Property Owner and the City relating to the subject matter hereof and governing the affected area; to the extent any such prior existing agreement required payment on or after January 1, 2022, such payment obligations are hereby canceled and are superseded by the provisions contained herein.

IV. LIMITED IMMUNITY FROM ANNEXATION BY THE CITY

In consideration of the obligations of the Property Owner herein set forth, the City hereby guarantees the continuation of the extraterritorial status of the District for the term of this Agreement and grants immunity of the affected area from annexation of any type by the City except for such parts of the affected property as may be necessary to annex property owned by third parties within the Industrial District that the City may decide to annex.

V. INDUSTRIAL DISTRICT PAYMENT

As part of the consideration for the City's undertakings as set forth above, the Property Owner agrees to pay to the City on or before December 31st of each year during the term hereof a sum of money equal to the Base Value Industrial District Payment plus the Annual Industrial District Tax Payment. The sum of the Base Value Industrial District Payment plus the Annual Industrial District Tax Payment shall be referred to as the Industrial District Payment.

A.
Base Value Industrial District Payment

The Base Value Industrial District Payment shall be Twenty-Thousand Dollars ($20,000.00), hereinafter referred to as the "Base Year."

B.
Annual Industrial District Tax Payment

The Annual Industrial District Tax Payment shall be calculated as follows:

> The tangible property, real, personal or mixed, within the affected area, as most recently certified by the ACAD chief appraiser, multiplied by the City tax rate per $100.00 of assessed valuation adopted by the City Council for the City for each year of the term of this Agreement.

VI. VALUATIONS

For the purpose of providing a procedure for determining and collecting the amounts payable by the Property Owner hereunder, there are hereby adopted and made a part hereof all provisions of the Constitution and statutes of the State of Texas pertaining to ad valorem taxation as amended throughout the term of this Agreement (including, in particular, the Texas Property Tax Code), except, however, that (i) to the extent that any of such provisions would require the assessment of the Property Owner's property on an equal and uniform basis with property in the general corporate limits of the City, the provisions of this Agreement will control where in conflict with the provisions of such laws and (ii) the income method of appraisal as described in Section 23.012 of the Texas Property Tax Code shall not be limited to only properties for which a rental market exists. Specifically, nothing contained herein shall limit the income method of appraisal specified in Section 23.012 of the Texas Property Tax Code to only properties for which a rental market exists, instead if such method is used, the chief appraiser shall:

1. use income and expense data pertaining to the property, if possible and applicable;
2. make any projections of future income and expenses only from clear and appropriate evidence;
3. use data from generally accepted sources in determining an appropriate capitalization rate;
4. determine a capitalization rate for income-producing property that includes a reasonable return on investment, taking into account the risk associated with the investment.

A.
Valuation of Property Inside the Corporate Limits but Subsequently Disannexed

If land, improvements and tangible property, real or mixed, of the Property Owner, are disannexed from the corporate limits of the City during the term of this Agreement, they shall become part of the Industrial District immediately upon disannexation. The value for such land, improvements and tangible property, real or mixed, shall be based upon the appraised value as finally determined by the ACAD or its legal successor (or through administrative or judicial appeal of the ACAD's determination) and shall be utilized to determine the Annual Industrial District Tax Payment as specified in Article V for purposes of payment hereunder on January 1st of the year the same is disannexed.

B.
Valuation of Property Outside the Corporate Limits

The parties hereto recognize that said ACAD is not required to appraise the land, improvements, and tangible property, real or mixed, in the Industrial District, which are not within the corporate limits of the City, for the purpose of computing the payments hereunder. Therefore, the parties agree that, in the event the ACAD does not appraise the Industrial District property, the parties agree to an appraisal conducted by an independent appraiser selected by mutual agreement, with the cost of the appraisal assessed against the Property Owner.

C.
Binding Effect

Determination of the Annual Industrial District Tax Payment Value in the above-stated manner outside the corporate limits shall be made based on an appraisal by the ACAD or an independent appraiser as set forth in Section V. above. Such final fair market value shall be final and binding unless either party within thirty (30) days after receipt of the determination petitions for a Declaratory Judgment to the District Court of Angelina County, Texas, as provided for by Section XIII. hereof.

D.

Statements

The City shall mail one statement to the Property Owner on or about October 1st of each year showing the total amount due on January 31st of the following year pursuant to this Agreement. Such statement shall be mailed to the "Tax Statement Address" noted in this Agreement. Any amounts due on January 31st that are not paid when due shall become delinquent on February 1st of that year. Delinquent amounts shall be immediately subject to the same penalties, interest, attorneys' fees and costs of collection as recoverable by the City in the case of delinquent ad valorem taxes. The City shall have a lien upon the Property Owner's land within the affected area upon any delinquency in the Industrial District Payment.

E.

Valuation Contests

If any differences concerning the appraised values shall not have been finally determined by the due date of the Property Owner's payment hereunder and the Property Owner desires to pursue any additional available remedies, the Property Owner shall, without prejudice to such remedies pay to the City such amount as is provided in the Texas Property Tax Code, for payments made under such conditions by owners of property within the general corporate limits of the City subject to ad valorem taxation. Any refund payable by the City to the Property Owner hereunder shall be paid within 60 days after receipt by the City of both ACAD's form notification that the appraised value of the property has been reduced and a written refund request by the Property Owner; if not paid timely, the refund amount shall bear interest at eight percent per annum beginning sixty (60) days after the City received both the Property Owner's written refund request and the ACAD's formal notification that the appraised value of the property has been reduced.

VII. COMPLIANCE WITH LAW

The City and the Property Owner mutually recognize that the health and welfare of Lufkin residents require adherence to high standards of quality in the air emissions, water effluents and noise, vibration and toxic levels of those industries located in the Industrial District, and that development within the District may have an impact on the drainage of surrounding areas. To this end, the Property Owner and the City agree that the same standards and criteria relative to noise, vibration and toxic levels and drainage and flood control that are adopted by the City and made applicable to portions of the City adjacent to the Industrial District shall also be applicable to the affected area. The Property Owner agrees that any industrial or other activity carried on within the affected area will be constructed in strict compliance with all applicable valid state and federal air and water pollution control standards. If the Property Owner's property within the affected area is subject to the Occupational Safety and Health Act, 29 U.S.C. 65, et seq., as amended, then the Property Owner shall undertake to ensure that its facilities and improvements in the affected area comply with the applicable fire safety standards of such act and the resolutions from time to time promulgated hereunder (the "OSHA Standards"), but there shall be no obligation to obtain any permits of any kind from the City in connection with the construction, operation or maintenance of improvements and facilities in the affected area not located within the corporate limits of the City.

The City and the Property Owner recognize that activities in the City's industrial districts are subject to regulation by other governmental entities, including the state and federal governments and their various departments and agencies. The City and the Property Owner also recognize that the City may have an interest in activities in the City's industrial districts that are regulated by other governmental entities. Nothing in this Agreement is intended to limit the City's right and authority to communicate its interest in, or opposition to, those activities to the applicable regulatory agencies or to participate, to the extent allowed by law, in any related administrative or judicial proceeding.

VIII. INSPECTIONS

The Chief Appraiser of the ACAD and the City or its independent appraiser shall have the same right to enter and inspect the Property Owner's premises and the same right to examine the Property Owner's books and records to determine the value of the Property Owner's properties as are provided in the Texas Property Tax Code as amended.

IX. DEFAULT

A.
Default by Property Owner

In the event of default by the Property Owner in the performance of any of the terms of this Agreement, including the obligation to make the payments above provided for, the City shall have the option, if such default is not fully corrected within sixty (60) days from the giving of written notice of such default to the Property Owner to either (i) declare this Agreement terminated or (ii) continue the term of this Agreement and collect the payments required hereunder. Notwithstanding any to the contrary contained herein, should the City determine the Property Owner is in default according to the terms and conditions of Section IX. hereof, the City shall notify the Property Owner in writing by U.S. Mail, certified return receipt requested, at the address stated in this Agreement, and if such default is not cured within sixty (60) days from the date of such notice (the "Cure Period") then such failure to cure shall constitute a material breach of this Agreement; provided that, in the case of a default under Section VII for causes beyond the Property Owner's control that cannot with due diligence be cured within such sixty (60) day period or in the event that the failure to cure results from ongoing negotiations with federal or state officials, administrative proceedings or litigation regarding the necessary cure steps, then the cure period shall be extended until such negotiations, administrative proceedings or litigation are concluded.

B.
Default by City

In the event of default by the City, the Property Owner may, if such default is not fully corrected within sixty (60) days from giving written notice of such default to the City, terminate this Agreement. Upon such termination, both the Property Owner and the City shall be relieved of all further obligations hereunder, but the Property Owner shall not be relieved of the obligation to pay any amounts that accrued prior to such termination. In the event of termination, the City shall have the right to repeal the ordinance designating the affected area as an industrial district. Provided, however, if the termination occurs as a result of the City's exercising its option to terminate (as provided in the first sentence of this Section IX), the City shall not have the right to annex the affected area into the general corporate limits of the City so as to subject the affected area to ad valorem taxes for any part of the period covered by the Property Owner's last payment hereunder.

X. NOTICE

Any notice to the Property Owner or the City concerning the matters to which the Agreement relates may be given in writing by registered or certified mail addressed to the Property Owner or the City at the appropriate respective addresses set forth on the cover page of this Agreement. Any such notice in writing may be given in any other manner. If given by registered or certified mail, the notice shall be effective when mailed. With the exception of annual bills for payments due herein, notice given in any other manner shall be effective when received by the Property Owner or the City, as the case may be.

XI. NO FURTHER EXPANSION OF TAXING JURISDICTION

Nothing herein contained shall be construed to change or enlarge the jurisdiction, power or authority of the City over or with respect to the affected area as prescribed by applicable law, except as specifically provided in this Agreement. The Property Owner shall not be obligated by virtue of this Agreement, or the establishment of the industrial district covering the affected area not within the corporate limits of the City, to make any payments to the City in the nature of a tax or assessment based upon the value of the Property Owner's property in the affected area during the term of this Agreement other than the payments specified herein. Specifically, the Property Owner shall not be liable for any City taxes within the affected area, including, without limitation, City ad valorem taxes on taxable property within the affected area.

XII. FIRE FIGHTING SERVICES

The City agrees to furnish fire-fighting services to the Property Owner, the compensation for which is covered under the Base Value Industrial District Payment.

XIII. DECLARATORY JUDGMENT ACTION

If any disagreement arises between the parties concerning the interpretation of this Agreement, it is agreed that either of the said parties may petition any District Court of Angelina County, Texas, for a Declaratory Judgment determining said controversy and the cause shall be tried as other civil causes. If the controversy affects an Industrial District Payment, the Property Owner shall, pending final determination of said controversy, pay to the City on the due date the amount specified in Section V. above, pending final determination of the controversy.

XIV. ASSIGNMENT

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Property Owner and the City only. If the Property Owner conveys all or any part of the property then covered hereby, the Property Owner shall notify the City within thirty (30) days of the conveyance and shall thereafter cease to be obligated with respect to the property so conveyed and the Base Year Value plus the Annual Industrial District Tax Payment shall be apportioned between the Property Owner and the grantee based upon the property conveyed, only if the grantee thereof enters into an Industrial District Agreement with the City with respect to such property so conveyed. No right or obligation under this Agreement may be sold, assigned or transferred.

XV. AUTHORITY

The Property Owner covenants that it has the authority to enter into this Agreement by virtue of being either the legal or equitable owner of a possessory estate (including a leasehold estate) in the land comprising the affected area, which will not terminate before the expiration date of this Agreement. Additionally, the officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he or she represents.

XVI. NO MUNICIPAL SERVICES OBLIGATION

It is agreed that during the term of this Agreement, the City is under no obligation to provide any governmental, proprietary or other municipal services to the affected area. The Property Owner shall have no right to have extended to it any services by the City, including without limitation hereby; water, sanitary sewer, sewer disposal, garbage and trash disposal, drainage, police, fire, ambulance, street improvement or maintenance; and that all Land, including that which has been heretofore annexed, shall not have extended to it by Ordinance any rules and regulations (a) governing plats and subdivisions of land, (b) prescribing any building, electrical, plumbing or inspection code or codes, or (c) attempting to exercise in any manner whatever control over the conduct of business thereon. The aforementioned notwithstanding, the City agrees to provide water and sewer services to the Property Owner, at in City rates, for the term of this Agreement, as well as fire-fighting services as set forth in Section XII above.

XVII. SEVERABILITY

If any provision of this Agreement, or any covenant, obligation or agreement contained herein, including, without limitation, that term hereof, is determined by a court to be invalidated or unenforceable, such provision, covenant, obligation or agreement shall be reformed so as to comply with applicable law. If it is not possible to so reform such provision, covenant, obligation or agreement, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. Provided, further that such invalidity or unenforceability shall not affect any valid and enforceable provision thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law. Notwithstanding the above, if the application of this Section XVII requires reformation or revision of any term that removes or materially diminishes the obligation of the Property Owner to make the payments to the City described herein (except in the event of a reformation that shortens the term of this Agreement), the City shall have the option to declare this Agreement terminated.

XVIII. COMPLETE AGREEMENT

This Agreement contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.

XIX. NON-WAIVER

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance.

XX. AMBIGUITIES

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

XXI. HEADINGS

The headings appearing at the first of each numbered section in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement or any provision hereof, or in connection with the duties, obligations or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent should arise.

XXII. CHOICE OFLAW; VENUE

This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas and the City, regardless of the place of its execution or performance. The place of making and the place of performance for all purposes shall be Lufkin, Angelina County, Texas.

XXIII. AGREEMENT READ

The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed in multiple counterparts on behalf of the Property Owner this 8th day of December, 2022, and on behalf of the City this 8th of, December ,2022.

FOR PROPERTY OWNER:

Verdant Industries, LLC.

By: _____
Printed Name: Steven C. Bradley
Title: Manager

Verdant Industries Realty, LLC.,
A Texas Limited Liability Company

By: _____
Printed Name: Harold L. Estes
Title: President

CITY OF LUFKIN

By: _____
Kevin T. Gee, P.E., City Manager

ATTEST:

_____
Kara Andreport, City Secretary

APPROVED AS TO FORM ONLY:

_____
Kristi C. Skillern, City Attorney

_____
Belinda Melancon, Finance Director

EXHIBIT "A"
IINDUSTRIAL DISTRICT #1 FIELDNOTES
±682.473 ACRE TRACT
ANGELINA COUNTY, TEXAS

BEGINNING at a point on the eastern ROW line of FM 842; said point being on the northern ROW line of the Angelina & Neches River Railroad, and being the southwest property corner of a tract described and recorded in Document No. 293039 from Abitibi Consolidated to Verdant Industries;

THENCE in a northerly direction approximately 631.81 feet, following a western boundary of the aforementioned tract and the eastern ROW line of FM 842, to a point for corner;

THENCE in an easterly direction approximately 209.66 feet, following a northern boundary line of the afore mentioned tract, to a point for corner;

THENCE in a northerly direction approximately 40.44 feet, following a western boundary line of the afore mentioned tract, to a point for corner;

THENCE in an easterly direction approximately 2039.78 feet, following a southern boundary line of a 4.7 acre tract described in a deed from TXU Electric Delivery to Oncor Electric Delivery and recorded in Volume 1502, Page 306, to a point for corner;

THENCE in a northerly direction approximately 93.34 feet, following the eastern boundary line of the afore mentioned 4.7 acre tract, to a point for corner;

THENCE traversing around a 4.216 acre tract described in a deed from Abitibi Consolidated to the City of Lufkin and recorded in Document No. 254060, as follows:

S 79°12'09" E	200.00 feet
N 45°49'17" E	288.35 feet
N 40°03'16" E	95.43 feet
N 01°18'45" E	71.36 feet
N 53°08'47" W	159.55 feet
S 78°56'21" W	47.69 feet
N 26°57'51" W	85.94 feet
N 89°16'40" W	275.18 feet
S 02°43'10" E	475.00 feet to a point for corner that encloses the afore

mentioned 4.216 acre tract;

THENCE in a westerly direction approximately 2038.88 feet, following a southern boundary line of a 23.601 acre tract described in a deed from Abitibi Consolidated to Verdant Industries Realty LLC and recorded in Document No. 293039, to a point for corner;

THENCE in a northerly direction approximately 280.63 feet, following a western boundary line of the afore mentioned 23.601 acre tract, to a point for corner;

THENCE in an easterly direction approximately 630.44 feet, following a northern boundary line of the afore mentioned 23.601 acre tract, the same being the southwestern point of a 89.311 acre tract described in a deed from Abitibi Consolidated to Verdant Industries Realty LLC and recorded in Document No. 293039, to a point for corner;

THENCE in a northerly direction approximately 540.09 feet, following a western boundary line of said 89.311 acre tract, to a point for corner;

THENCE in an easterly direction approximately 79.73 feet, following a western boundary line of said 89.311 acre tract, to a point for corner;

THENCE in a northerly direction approximately 392.76 feet, following a western boundary line of said 89.311 acre tract, to a point for corner;

THENCE in a northeasterly direction approximately 72.30 feet, following a western boundary line of said 89.311 acre tract, to a point for corner,

THENCE in a northeasterly direction approximately 131.00 feet, following a western boundary line of said 89.311 acre tract, to a point for corner;

THENCE in a northerly direction approximately 825.37 feet, following a western boundary line of said 89.311 acre tract, to a point for corner;

THENCE in an easterly direction approximately 1385.61 feet, cutting across said 89.311 acre tract into an adjacent 302.454 acre tract described in a deed from Abitibi Consolidated to Verdant Industries LLC and recorded in Document No. 271442, to a point for corner;

THENCE in a northerly direction approximately 1284.03 feet, following the western boundary of a water line easement, to a point for corner;

THENCE in an easterly direction approximately 614.61 feet, to the western edge of a service road, to a point for corner;

THENCE in a northerly direction approximately 3673.04 feet, following the western edge of said service road, to a point for corner;

THENCE in an easterly direction approximately 581.13 feet, following the northern edge of said service road, to a point for corner;

THENCE in a northerly direction approximately 1218.83 feet, following the western edge of said service road, to a point for corner;

THENCE in an easterly direction approximately 1210.31 feet, following the northern edge of said service road, to a point for corner;

THENCE in a southerly direction approximately 664.66 feet, to a point for corner;

THENCE in a southerly direction approximately 1297.03 feet, to a point for corner;

THENCE in a southerly direction approximately 1799.28 feet, to a point for corner;

THENCE is a southeasterly direction approximately 422.98 feet, to the eastern edge of Twin Oaks Road, to a point for corner;

THENCE in a southerly direction approximately 1527.02 feet, following the eastern edge of said road, to a point for corner;

THENCE in a southwesterly direction approximately 687.45 feet, following the southeastern edge of said road, to a point for corner;

THENCE in a westerly direction approximately 1438.42 feet, following the southern edge of said road, to a point for corner;

THENCE in a southwesterly direction approximately 45.92 feet, following the southeastern edge of said road, to a point for corner, the same being on a southern boundary line of a 315.665 acre tract described in a deed from Abitibi Consolidated to Verdant Industries LLC, and recorded in Document No. 271442;

THENCE in a westerly direction approximately 18.33 feet, following a southern boundary line of the afore mentioned 315.665 acre tract, to a point for corner;

THENCE S 02° 59' 08" E at 624.63 feet, generally along and within Twin Oaks Road, to a ½-inch iron rod found for corner;

THENCE N 86° 58' 16" E at 138.92 feet, to a point for corner, from which a ½-inch iron rod found bears S 02° 04' 08" E at 2.72 feet and another ½-inch iron rod found bears N 64° 34' 26" E at 6.25 feet;

THENCE S 02° 04' 08" E at 2562.88 feet, generally continuing within the limits of said road, to a ½-inch iron pipe found for corner in the westerly margin of said road;

THENCE S 86° 53' 27" W at 98.92 feet, along a southerly line of the said 970.082 acre tract, to a concrete monument stamped "A-583X" found for corner;

THENCE S 23° 41' 11" E at 943.97 feet, continuing generally along the southwesterly limits of said road, to a ½-inch iron pipe found for corner;

THENCE S 37° 27' 48" W at 466.83 feet, continuing generally along the northwesterly limits of the said road, to a ½-inch iron rod found for corner in the northerly ROW of the A & N. R. Railroad;

THENCE in a northwesterly direction along said railroad ROW as follows:

N 75° 15' 52" W at 356.93 feet to a concrete monument found,
N 75° 15'58" W at 766.20 feet to a ½-inch iron rod found,
S 89° 13' 30" W at 53.94 feet to a ½-inch iron rod found,
N 75° 20' 47" W at 94.20 feet to a ½-inch iron rod found,
N 73° 34' 48" W at 104.60 feet to a ½-inch iron rod found,
N 74° 40' 45" W at 67.13 feet to a ½-inch iron rod found,
N 66° 02' 58" W at 67.39 feet to a ½-inch iron rod found,
N 75° 43' 17" W at 314.12 feet to a concrete monument found,
N 66° 20' 49" W at 20.15 feet to a concrete monument found,
N 75° 14' 15" W at 1251.38 feet to a concrete monument found,
N 72° 20' 52" W an arc to the right, with a radius of 1867.43 feet, at 204.78 feet, to a 1 inch iron pipe found, and

EXHIBIT "A"

THENCE in a northwesterly direction at approximately 1542.18 feet, to a point being on the northern ROW line of the Angelina & Neches River Railroad, and being the southwest property corner of a tract described and recorded in Document No. 293039 from Abitibi Consolidated to Verdant Industries, to the place and point of beginning, consisting of approximately +684.889 acres.

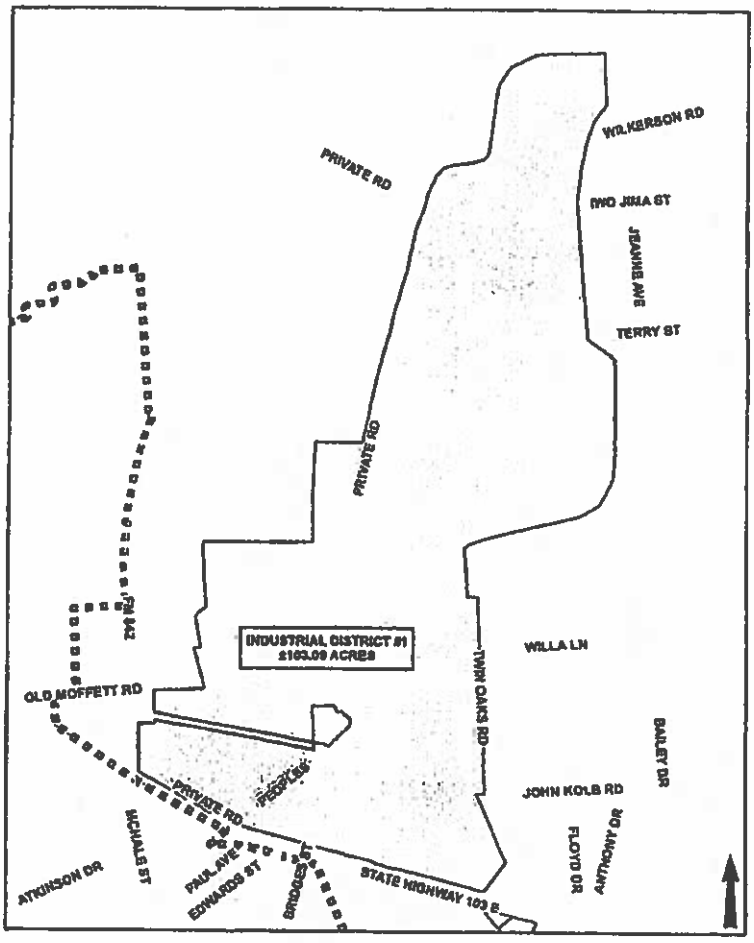


EXHIBIT "A"



Legend
- Current ETJ
- City Limits
- Industrial District
- Angelina County Parcels
- Revised ETJ

Industrial District #1
Exhibit "B"

0 0.375 0.75 1.5 Miles

N W E S

isclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-round survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained n this product.The City of Lufkin makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof, and (3) releases the City of Lufkin from any damage, loss, or liability arising from such use.