ECONOMIC DEVELOPMENT GRANT PROGRAM AGREEMENT BETWEEN ANGELINA COUNTY AND SUMITOMO MACHINERY CORPORATION OF AMERICA

This Economic Development Grant Program Agreement ("Agreement") is made and entered into between Angelina County, a Texas political subdivision (the "County"), and Sumitomo Machinery Corporation of America, a Delaware corporation registered and authorized to do business in Texas ("Owner/Grantee").

RECITALS

WHEREAS, the County, by approval of this Agreement, hereby finds the terms of this Agreement will establish a business or commercial development project which will: (1) Enhance the economic vitality of the County; (2) Add to the tax base of the County; (3) Increase jobs in the County; and (4) Generate revenues to the County which will outweigh costs associated with the financial incentives. The County further finds that the planned use of the subject property will not constitute a hazard to public safety, health, or morals; and

WHEREAS, the Owner/Grantee currently owns and operates an industrial, high speed drive and gear manufacturing/repair facility (the "Facility"), which is located on U.S. Highway 69 in Angelina County, Texas; and

WHEREAS, the Owner/Grantee desires to expand and improve the capabilities of the existing Facility by constructing a new office building, containing approximately 7,500 square feet of office space, to include private offices, conference rooms, training rooms, workstation areas, a break room and an expanded restroom facility (the "Project"), and to also participate in the Economic Development Grant Program established in this Agreement; and

WHEREAS, the County desires to establish the Program outlined herein and to offer an Economic Development Grant (the "Grant") to Owner/Grantee to expand and improve its existing facilities and to thereby create and retain full time permanent jobs in the County; and

WHEREAS, the County is authorized, by Section 381.004 of the Texas Local Government Code, to promote state and local economic development and to stimulate, encourage and develop business location and commercial activity within the County. Further, the County has determined that a substantial economic benefit, including the creation and retention of primary jobs, will accrue to the County if Owner/Grantee's facility is expanded and remains located within the County.

WHEREAS, pursuant to Section 381.004(h) of the Texas Local Government Code, the County does hereby establish a Program to implement the Economic Development Grant to Owner/Grantee, as described and agreed to herein;

NOW THEREFORE, in consideration of the foregoing and the covenants, agreements, representations, and warranties hereinafter set forth and for other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Owner/Grantee agree as follows:

AGREEMENTS

Section 1. Recitals

The recitals set forth above are incorporated herein by reference, as if fully set forth.

Section 2. Property Subject to Economic Development Grant

a. The real property ("Real Property") subject to this Agreement consists of the following described tract of land located in Angelina County, Texas: Tract Ten Revised of the Crazy Horse Subdivision, as shown on the official map or plat of said tract of record in Cabinet I, Slide 6-B, of the Map and Plat Records of Angelina County, Texas, containing 10.020 acres, more or less, along with the manufacturing facility, structures, and other improvements currently existing on said Real Property (the "Facility"), as well as those to be constructed thereon in accordance with the terms of this Agreement. A map or plat of the Real Property is attached hereto as Exhibit "A". A map or plat of the Facility, showing the office building to be constructed on the Real Property, is attached hereto as Exhibit "B".

b. The tangible personal property ("Personal Property") subject to this Agreement is the tangible personal property, if any, to be located at the improvement to the Facility (office building) to be constructed and located on the above described Real Property (excluding inventory, supplies and office equipment) and used by Owner/Grantee in connection with the manufacture or repair of industrial, high speed drives and gears.

c. Grant approved will be based on the appraisal rolls of the Angelina County Appraisal District for each year of the Grant Term, as that term is defined in Section 5(b).

Section 3. Owner/Grantee Representations

a. Owner/Grantee represents that the Real Property and Personal Property will be used as set forth in this Agreement.

b. Owner/Grantee represents that it has complied with the required application procedures as adopted by the Angelina County Commissioners Court.

c. Owner/Grantee represents that a minimum capital investment of Three Million, Five Hundred Thousand Dollars ($3,500,000.00), plus or minus ten percent, shall be made

in the Project subject to this Agreement no later than December 31, 2025 (in accordance with the Benchmarks schedule outlined in section 6).

d. Owner/Grantee represents that the investment set forth herein will serve to retain at least 43 full time, primary jobs and to also create a minimum of 10 additional full time, primary jobs with Owner/Grantee in Angelina County, Texas, no later than December 31, 2029 (in accordance with the Benchmarks schedule outlined in Section 6).

e. Owner/Grantee represents that, at all times, it will operate and maintain the Facility in accordance with prudent industry standards and all applicable federal, state and local laws, codes, ordinances and regulations.

f. Owner/Grantee represents that it is authorized to do business and is in good standing in the State of Texas during the term of this agreement. Further, Owner/Grantee has taken all necessary corporate action to authorize Owner/Grantee's execution and delivery of this Agreement and Owner/Grantee's performance of the obligations hereunder.

g. Owner/Grantee represents that it will pay all ad valorem property taxes on the Real Property and Personal Property, in a timely manner, whether assessed by the County or any other taxing jurisdiction.

h. Owner/Grantee represents that there are no bankruptcy proceeding or other proceedings currently pending or contemplated and that Owner/Grantee has not been informed of any potential involuntary bankruptcy proceedings.

i. Owner/Grantee represents that there is no litigation or governmental proceeding pending or threatened against or affecting Owner/Grantee that may result in any material adverse change in Owner/Grantee's business, properties or operations. Further, no consent, approval or authorization of, or registration or declaration with, any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated herein.

j. Owner/Grantee represents that it has acquired and maintains or that, prior to commencement of construction of the Facility under the terms hereof, it will acquire and maintain all necessary rights, licenses, permits and authority to carry on its business in Angelina County, Texas.

k. Owner/Grantee represents that it will fully and timely comply with all of the terms and conditions of this Agreement,

Section 4. Owner/Grantee Requirements

a. Owner/Grantee agrees to invest a minimum of Three Million Five Hundred Thousand Dollars ($3,500,000.00) in the Project, to add, improve, modernize, upgrade or

renovate the Real and tangible Personal Property at its Facility in accordance with the Benchmark Schedule outlined in Section 6.

b. Owner/Grantee agrees to continuously operate the Facility, for purpose of manufacturing and repairing industrial drives and gears, for the duration of the Grant Term;

c. Owner/Grantee agrees to retain an average of forty (43) full time primary jobs per calendar year at the Facility during the term of this Agreement, calculated by averaging the total number of employees at the end of each calendar quarter;

d. Owner/Grantee agrees to add a minimum of ten (10) full time primary jobs by December 31, 2029 (in accordance with the Benchmarks Schedule outlined in Section 6);

e. Owner/Grantee agrees to remain current in its payment of ad valorem taxes to all local taxing entities. Nothing in this Agreement waives the Owner/Grantee's rights to protest valuation or other legal challenges to taxes assessed by any or all taxing jurisdictions;

f. Owner/Grantee agrees to furnish the Chief Appraiser of the Angelina County Appraisal District with such information as may be necessary for appraisal purposes;

g. Owner/Grantee agrees to provide access to the Facility for inspection during regular business hours or at a mutually agreeable time to representatives of the County and/or the Angelina County Appraisal District to ensure that improvements (upgrades) are made in accordance with the requirements and conditions of this Agreement. The County and/or Appraisal District shall give Owner/Grantee reasonable advance notice of the inspections conducted pursuant to this Agreement and they shall be conducted in accordance with standard safety precautions and so as not to interfere with or interrupt the operation of the Facility;

h. Owner/Grantee agrees to annually certify in writing its compliance with the terms of this Agreement as set forth in Section 8 below.

Section 5. <u>County Requirements</u>

a. Provided that Owner/Grantee complies with the terms of this Agreement, the County agrees to provide Owner/Grantee an Economic Development Grant, based on the County portion of ad valorem taxes. The Grant shall be awarded within thirty (30) calendar days of Owner/Grantee paying all ad valorem taxes to local taxing entities and filing the Certificate of Compliance with the office of the County Judge in accordance with the requirements of Section 8. The Grant Award will be based on the additional value of the Real and Personal Property improvements reported on the appraisal rolls of Angelina County Appraisal District (excluding current value of

buildings, improvements, and land) for the tax years listed below, resulting from investment at the Facility made subsequent to this Agreement, as follows:

Year One (2025)	100%
Year Two (2026)	100%
Year Three (2027)	80%
Year Four (2028)	60%
Year Five (2029)	40%
Year Six (2030)	20%

b. The period of the abatement will be six (6) years, commencing on January 1, 2025 (the "Commencement Date"), and expiring on December 31, 2030 (the "Grant Term");

Section 6. Benchmarks

Date	**Performance Benchmarks**
First Year of Grant Term	Commence & complete construction of the improvement to the Facility (office building), making a minimum capital investment of Three Million Five Hundred Thousand Dollars ($3,500,000.00) in Real and/or Tangible Personal Property. Retain at least 43 full time jobs at the Facility.
Second Year of Grant Term	Complete full year of continuous operations at Facility. Retain at least 43 full time jobs at the Facility.
Third Year of Grant Term	Complete full year of operations at Facility. Retain at least 43 full time jobs at the Facility. Hire at least 5 new full time employees at the Facility.
Fourth Year of Grant Term	Complete full year of operations at Facility. Retain at least 43 full time jobs at the Facility.
Fifth Year of Grant Term	Complete full year of operations at Facility. Retain at least 43 full time jobs at the Facility. Hire at least 5 new full time employees at the Facility.
Sixth Year of Grant Term	Complete full year of operations at Facility. Retain at least 43 full time jobs at the Facility.

Failure to meet the performance benchmarks above or failure to materially comply with any term of this Agreement may result in the early termination of this Agreement as provided herein.

Section 7. Default and Recapture

a. Subject to the default provisions of Section 7(d) below, pertaining to retention of full time jobs, If Owner/Grantee refuses or fails to materially comply with any of the terms of this Agreement, or if any representation made by Owner/Grantee in the Economic Development Program Application is false in any material respect, the County may declare Owner/Grantee in default. In the event of default, and after the expiration of the Cure Period below, the County may terminate this Agreement and all awarded Grant Funds, shall be recaptured under the provisions of this Section.

b. In the event that the County determines Owner/Grantee to be in default of this Agreement, the County will notify Owner/Grantee in writing at the Owner/Grantee's business headquarters address set forth in this Agreement. If the default is not cured within thirty (30) days, or as soon as practicable in the event default is of a nature that cure is not possible within thirty (30) days, from the date such notice is received (the "Cure Period"), this Agreement will be deemed terminated. A total bill for recaptured Grant Funds calculated in accordance with this Section will be sent to the Owner/Grantee at the Owner/Grantee's business headquarters address set forth in this Agreement, and Owner/Grantee agrees to pay the total amount within thirty (30) days of receipt. Interest at the rate of twelve percent (12%) per annum on unpaid amounts will begin to accrue on all amounts that remain unpaid following sixty (60) days after receipt of the bill. If Owner/Grantee cures the default following notice by the County, Owner/Grantee shall not be liable to repay the recaptured Grant Funds, and it shall be entitled to the benefits under this Agreement for the current and any future years in which it is not in default. Should the default be cured by Owner/Grantee within the thirty (30) day notice period, Owner/Grantee shall be responsible for so advising the County and obtaining a release from the notice of default from the County, failing in which, the Agreement shall be terminated.

c. If during the Grant Term the Owner/Grantee permanently ceases operation in Angelina County, Texas, then the County shall be entitled to recapture ONE HUNDRED PERCENT (100%) of the Grant Funds awarded in prior years and the year in which such discontinuance occurs.

d. During the period commencing January 1, 2025 and continuing through the end of the Grant Term, if in a given year the average number of full-time primary jobs (as certified to the County in accordance with Section 8(a)) drop more than ten percent (10%) below the minimum required number as set forth in Section 6, then the Grant percentage set forth in Section 5(a) shall be forfeited for that tax year. In the event Owner/Grantee fails to retain the minimum number of required jobs for a period of three (3) consecutive years, then County may declare Owner/Grantee in default and shall be entitled to recapture one hundred percent (100%) of the Grant Funds awarded in prior years.

e. Neither party shall be required under this Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is actually, materially and reasonably delayed or prevented by acts of God, fire, explosion or other casualty or accident or natural disaster, or other event beyond the reasonable control of the parties.

f. The burden shall be upon Owner/Grantee to prove to the satisfaction of the County that the discontinuance, whether temporary or permanent, of the operation of the Facility was as a result of a fire, explosion, or other casualty or accident or natural disaster or other event beyond the control of Owner/Grantee. In the event Owner/Grantee meets this burden and the County is satisfied that the discontinuance of the operations of the Facility was the result of events beyond the control of Owner/Grantee, then Owner/Grantee shall have a period of one (1) year in which to resume operations of the Facility, or as soon as practicable within the one (1) year period. In the event that Owner/Grantee fails to resume such operation within one (1) year, then this Agreement shall terminate. The one (1) year time period, hereinabove mentioned, shall commence upon written notification from the County to Owner/Grantee.

g. In the event that Owner/Grantee allows ad valorem taxes on real property or business personal property taxes owed to the local taxing authorities to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, then in such event this Agreement shall terminate.

h. In accordance with Chapter 2264, Texas Government Code, Owner/Grantee certifies that Owner/Grantee, or a branch, division, or department of Owner/Grantee does not and will not knowingly employ an undocumented worker. Owner/Grantee further certifies that in the event that Owner/Grantee, or a branch, division, or department of Owner/Grantee, is convicted of a violation under 8 U.S.C. Section 1324a(f), Owner/Grantee shall repay the Grant Funds previously awarded pursuant to this Agreement. Such a conviction shall be cause for this Agreement to terminate.

i. In every case of termination set forth above: (1) the County shall determine in its sole discretion whether default has occurred by Owner/Grantee in the terms and conditions of this Agreement, which determination shall not be unreasonably withheld or delayed; and (2) Owner/Grantee shall be responsible for repayment to the County any Grant Funds awarded pursuant to this Agreement. Repayment shall be made to the County as set forth in 7(b) above.

Section 8. <u>Certification of Compliance by Owner/Grantee</u>

a. On or before January 1st of each year that this Agreement is in effect, Owner/Grantee shall certify in writing to the County its compliance with all provisions of this Agreement. Such certification shall include any and all documentation establishing that Owner/Grantee has met the annual employment requirement, if any, for the

previous year and that all taxes related to the Property have been paid in full as required by law. The certification shall be filed with the County Judge.

Section 9. Term

a. From its effective date, this Agreement shall be effective for a period extending through the Grant Term in Section 5(b) above, unless otherwise terminated in accordance with another section of this Agreement.

Section 10. Entire Agreement

a. This Agreement contains the entire agreement between the County and Owner/Grantee with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by the County and Owner/Grantee.

Section 11. Successors and Assigns

a. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Owner/Grantee may assign all or part of its rights and obligations hereunder only upon prior written approval of the County.

Section 12. Notices

a. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

Owner/Grantee:	Sumitomo Machinery Corporation of America 4200 Holland Boulevard Chesapeake, VA 23323
County:	County Judge Angelina County, Texas P. O. Box 908 Lufkin, TX 75902

Section 13. Interpretation

a. Regardless of the actual drafter of this Agreement, this Agreement shall in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

Section 14. Applicable Law

a. This Agreement is made and shall be construed and interpreted under the laws of the State of Texas and exclusive venue for any cause of action, claim, dispute, or legal proceeding arising out of this Agreement shall lie in the state district courts of Angelina County, Texas.

Section 15. Indemnification

a. Owner/Grantee shall indemnify, defend and hold harmless the County, its elected officials, officers, employees and agents from and against any and all claims, losses, damages, causes of actions, suits, liabilities, judgments, liens and expenses (including without limitation, court costs, attorney fees, investigation costs, removal and remediation costs, and governmental oversight costs) of any nature, kind or description, arising out of, resulting from, or related to (in whole or in part) Owner/Grantee's performance of its obligations pursuant to this Agreement.

b. The County shall promptly notify Owner/Grantee of any indemnified losses or claims for indemnified losses in respect to which the County may be entitled to indemnification under this section. Such notice shall be given as soon as reasonably practicable after the County becomes aware of the loss or claim.

c. In the event any action or proceeding shall be brought against the County by reason of any matter for which the County is indemnified by Owner/Grantee hereunder, Owner/Grantee shall, upon notice from County or its authorized agent or representative, at Owner/Grantee's sole cost and expense, resist and defend the same with legal counsel selected by Owner/Grantee. Provided, however, Owner/Grantee shall not admit liability in such matter on behalf of the County. Owner/Grantee obligation to defend shall apply regardless of whether the County is concurrently negligent. Nothing herein shall be deemed to prevent the County at its election and at its own expense from cooperating with Owner/Grantee and participating in the defense of any litigation by its own counsel. If Owner/Grantee fails to retain defense counsel within seven (7) business days after receipt of County's written notice that the County is invoking its right to indemnification under this Agreement, the County shall have the right to retain defense counsel on their own behalf and Owner/Grantee shall be liable for all usual and customary defense costs incurred by the County.

d. The amount owing to County will be the amount of the County's losses less the amount of any insurance proceeds received by the County following a reasonable effort by County to obtain such insurance proceeds.

Section 16. Attorney's Fees

a. The parties hereto agree that the prevailing party in any dispute between the parties arising out of this Agreement shall be entitled to recover its attorney's fees and costs.

Section 17. Severability

a. In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Signature page follows this page.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 14th day of January 2025.

ANGELINA COUNTY, TEXAS

Keith Wright
County Judge

ATTEST:

Amy Fincher
County Clerk

SUMITOMO MACHINERY CORPORATION OF AMERICA

James D. Solomon
President & Chief Executive Officer

ACKNOWLEDGEMENT

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared James D. Solomon, President and Chief Executive Officer of Sumitomo Machinery Corporation of America, a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me he executed the same as a duly authorized officer of such corporation, and as the act and deed of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10 day of January, A.D., 2025.

ASHLEY JANEEN WIGGINS
NOTARY PUBLIC
REGISTRATION # 7837010
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JULY 31, 2027

Notary Public in and for the State of Virginia

Ashley Wiggins
(Typed/Printed Name of Notary)

My Commission Expires: July 31, 2027

EXHIBIT "A"

Plat of Real Property

CRAZY HORSE SUBDIVISION
TRACT TEN REVISED

A SUBDIVISION OF 10.020 ACRES OF LAND IN THE V. MICHELLI SURVEY, A-29 LUFKIN, ANGELINA COUNTY, TEXAS

FEBRUARY 2024

LOCATED AND LAID OUT BY GOODWIN-LASITER-STRONG

Owner's Certificate

State of Texas §
County of Angelina §

Whereas Sumitomo Machinery Corporation of America is the owner of those two tracts of land lying in Angelina County, Texas, situated in the V. Michelli Survey, Abstract No. 29, being all of that certain Tract Two of the Crazy Horse Subdivision, recorded in the Plat and Plat Records of Angelina County, Texas (SUBJECT) in Cabinet B on Slide 124-B, deed Reference 01-2021, conveyed in Special Warranty Deed from BUY LUF TEX Lease Co., LLC to Sumitomo Machinery Corporation of America, recorded in the Official Public Records of Angelina County, Texas as Document Number 2021-004182 dated December 17, 2021 and being all of that certain called 1.5762 acre tract conveyed in Special Warranty Deed from Timberland, Inc. Johnson to Sumitomo Machinery Corporation of America, recorded in the Official Public Records of Angelina County, Texas (CONTRACT) in Document No. 2021-004181, dated November 29, 2021, to which reference is hereby made for any and all purposes and said tract being described by metes and bounds as follows to wit:

Beginning at the most Northerly corner of referenced Tract Two, said point being the Basic corner of Tract Six of said Crazy Horse subdivision, said point being located on the South right-of-way line of U. S. Highway 69, (60' ROW Width) and said point being in the approximate centerline of a 150.00 foot wide Transmission Line Easement, recorded in the CONTRACT in Volume 387 on Page 268, said point being a 5/8 in. iron rod found bank for corner and the Point of Beginning of the herein described tract;

Thence S62°37'10"E, a distance of 980.86 feet, with the West boundary line of referenced Tract Two and East boundary line of said Tract Six and with the approximate centerline of said Transmission line, to the Southeast corner of Tract Six, the Northeast corner of Tract Six and Whereas the South boundary line of that certain called 3.477 acre tract described in the Official Public Records of Angelina County, Texas (OPR/ACT) in Volume 321 on Page 528, said point being a 5/8 in iron rod (capped 5000) found for corner;

Thence S89°39'43"E, a distance of 177.86 feet, (called S89°42'00"E - 177.94 feet) with the South boundary line of referenced Tract Two and South boundary line of said 3.477 acre tract to the Northeast corner of Tract Two and retained the West boundary line of the remains of that certain called 45.4 acre tract (Steve and George R.E) tract, described in Tract Six, and recorded in the OPR/ACT in Volume 1277 on Page 149, same being the North corner of the referenced 0.982 acre tract, a 5/8 in. iron rod (illegible) monument found for corner;

Thence S05°20'27"E, a distance of 439.71 feet with the Northeast boundary line of referenced 0.982 acres and the West boundary line of the remains of the said 45.4 acre tract, to the East corner of the 0.982 acres and the East corner of the herein described tract, a 1/2 in. iron rod with a yellow plastic cap marked Goodwin-Lasiter found for corner;

Thence S34°25'57"W, with the South boundary line of referenced 0.982 acre tract and Southeast boundary line of referenced Tract Two passing at 332.46 feet a 5/8 in. iron rod marked 5000 found for the East corner of Tract Two and the South corner of the 0.982 acres, also being the North corner of that certain Lot 1 of the Crazy Horse Subdivision Tract Nine amended re-subdivided in the OPR/ACT in Cabinet D on Slide 243-A, continuing an adjusted 695.64 feet with the Southeast boundary line of referenced Tract Two and continuing boundary line of said Lot 1, to the Basin corner of Tract Two and West corner of Lot 1 and intersect the North Right-of-way line of U. S. Highway 69, in a total distance of 758.58 feet, a 1 in. iron rod found for corner, witnessed by a 5/8 in. iron rod capped 5000 found bearing S44°39'59"E, 0.22 feet;

Thence N65°17'52"W, a distance of 448.68 feet, with the Southwest boundary line of referenced Tract Two and North Right-of-way line of said highway, to the Point of Beginning of the herein described tract and found to contain 10.020 acres more or less.

The Bearings of this survey are based on the Southeast boundary line of referenced Tract Two, as recorded in Cabinet C on Slide 112 B of the OPR/ACT.

Surveyor's Certificate

KNOW ALL MEN BY THESE PRESENTS

That I, Daniel E. Cumming, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my supervision in accordance with the Subdivision Regulations of the City of Lufkin, Angelina County, Texas.

Daniel E. Cumming
Registered Professional Land Surveyor No. 5200
Goodwin-Lasiter, Inc.
1616 E. Chestnut St., Suite 201
Lufkin, TX 75901

DANIEL E. CUMMING 5200 REGISTERED LAND SURVEYOR

STATE OF TEXAS §
COUNTY OF ANGELINA §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Daniel E. Cumming, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 22nd day of February, 2024.

Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF ANGELINA §

KNOW ALL MEN BY THESE PRESENTS:

That Sumitomo Machinery Corporation of America, Owner, does hereby adopt the plat designating the herein above described property as CRAZY HORSE SUBDIVISION, TRACT TEN REVISED, a Subdivision in the City of Lufkin, Texas, and do hereby dedicate, in fee simple, to the public use forever, streets as shown. The streets and alleys shown thereon. The Easements as shown, and the use thereof, are dedicated for the public use forever, for the purposes indicated on the plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the Easements as shown thereon, but it is understood that in the event it may be utilized in Landscape Easements. If approved by the City of Lufkin, or portions of the Easements may also be used for gardens and shrubs or other ornamental purposes, but such uses and improvements shall be at the risk of being removed by the City of Lufkin, or the public utility having jurisdiction, if it becomes necessary in the maintenance of the Easement for the use given to the City of Lufkin and the public utility agencies; and that the City of Lufkin and all public utility agencies shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said Easements. The City of Lufkin and all public utility agencies shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, adding to or removing all or parts of their respective systems without the necessity, at any time, procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Lufkin, Texas.

Sumitomo Machinery Corporation of America

By: _____
Name: Vice President & Chief Financial Officer
Sumitomo Machinery Corporation of America

Acknowledgment of Notary
State/Territory of Commonwealth of Virginia

The foregoing instrument was acknowledged before me this 22 day of February, 2024 by

Name of Person: [illegible]

Notary Public's Signature: [illegible]

My commission expires: 2/29/2028

CERTIFICATE OF PLAT

THE STATE OF TEXAS §
COUNTY OF ANGELINA §

I, Amy Fincher, the County Clerk of Angelina County, Texas, do hereby certify that the subdivision and certificates and acknowledgements of this plat of SUMITOMO TRACT TEN REVISED, a subdivision in Angelina County, Texas were filed in my office on the 26th day of Feb, 2024, A.D. and recorded in Cabinet C on Slide 26 of the map and plat records of Angelina County, Texas.

Witnessed by my hand and seal of the County Court of the office in Lufkin, Texas, the date last above written.

Amy Fincher
County Clerk, Angelina County, Texas

By: _____

FILED
FEB 26 2024

VICINITY
NTS

LOT 1
(10.020 ACRES)

LEGEND

CERTIFICATE OF APPROVAL BY THE CITY OF LUFKIN, TEXAS

Approved and accepted for the City of Lufkin, this the 27th day of February, 2024 A.D. by the Planning Department and the Engineering Department of the City of Lufkin, Texas.

Planning Department
City of Lufkin

Engineering Department
City of Lufkin

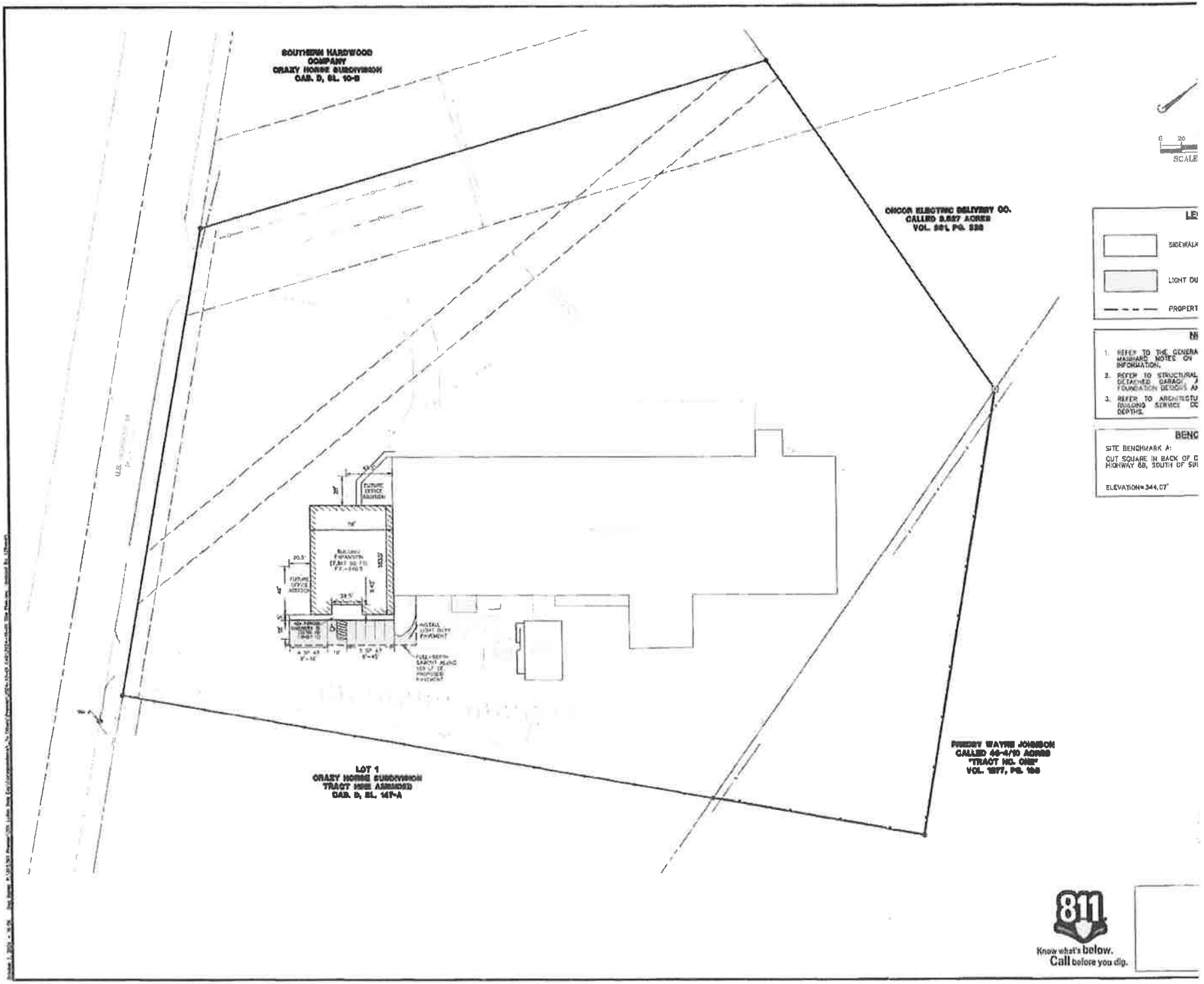
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CRAZY HORS
TRACT TE
A SUBDIVISION OF 10
THE V. MICHEL
LUFKIN, ANGELI
FEB

ARCHITECTURE · EN
LANDSCAP

EXHIBIT "B"

Facility Map and Plat


SOUTHERN HARDWOOD COMPANY
CRAZY HORSE SUBDIVISION
CAB. D, SL. 10-B
ONCOR ELECTRIC DELIVERY CO.
CALLED 2.557 ACRES
VOL. 881, PG. 338
FUTURE OFFICE ADDITION
BUILDING EXPANSION
FUTURE OFFICE ADDITION
INSTALL LIGHT DUTY PAVEMENT
LOT 1
CRAZY HORSE SUBDIVISION
TRACT NOW ASSIGNED
CAB. D, SL. 141-A
PERRY WAYNE JOHNSON
CALLED 46.470 ACRES
TRACT NO. ONE
VOL. 1877, PG. 105
SCALE
SIDEWALK
PROPERT
1. REFER TO THE GENERA
2. REFER TO STRUCTURAL
3. REFER TO ARCHITECTU
SITE BENCHMARK A:
ELEVATION=344.07'
811
Know what's below.
Call before you dig.