

**Pisgah Ridge Solar, LLC**

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**The Commissioners' Court of**

**Navarro County, Texas**

**ROAD AND RIGHT-OF-WAY AGREEMENT**

THIS ROAD AND RIGHT-OF-WAY AGREEMENT (the "**Agreement**") is entered into and effective as of the \_\_\_ of \_\_\_\_\_, 2021 (the "**Effective Date**") between NAVARRO COUNTY, TEXAS (the "**County**") and PISGAH RIDGE SOLAR, LLC, a Delaware limited liability company (the "**Solar Company**").

WHEREAS, the County is familiar with the solar energy project ("**Solar Project**") contemplated by the Solar Company in the portion of Navarro County described on Exhibit A ("**Project Area**"); and

WHEREAS, the Solar Company contemplates making certain improvements to the real property located within the Project Area consisting of a solar powered electric power generating facility ("**Improvements**"); and

WHEREAS, there are no Navarro County rules or ordinances that would require the Solar Company to obtain zoning approval, a permit, or an authorization for the ownership, construction, operation or maintenance of a solar energy project and its Improvements within the Project Area, and there are no Navarro County rules or ordinances regarding decommissioning, safety buffer zones, set back requirements, noise restrictions, shade, flicker, shadow or visibility restrictions, or other zoning rules or regulations affecting the proposed ownership, construction, operation, or maintenance of the Improvements within the Project Area; and

WHEREAS, no part of the Project Area is located within the city limits of any city, and no part of the Project Area is located within the extraterritorial jurisdiction of any city located in the County; and

WHEREAS, the ownership, construction, operation, and maintenance of the Improvements will require access to, egress from, encroachments into, crossings of, and certain upgrades to (collectively, "**Road Usage**") County roads, County owned rights-of-way, and County-held right-of-way easements located in Navarro County, Texas, specifically CR 2100, CR 2110, CR 2190, CR 2200, CR 2210, and CR 2220 (collectively "**County Roads**"); and

WHEREAS, by its dedication, use, and/or maintenance of the roads and as the owner and holder of County rights-of-way and right-of-way easements in the County, the Commissioners Court of Navarro County, Texas has the authority on behalf of the County to permit such Road Usage; and

WHEREAS, the Solar Company seeks the County's permission for such Road Usage, and the County has agreed to grant said permission subject to the conditions and provisions of this Agreement.

NOW, THEREFORE, IT IS AGREED TO BETWEEN THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS AND PISGAH RIDGE SOLAR, LLC:

1. That the findings and recitals in the preamble to this Agreement are true and correct, and are hereby AGREED TO, RATIFIED, APPROVED and ADOPTED.

2. That the County hereby grants permission to Solar Company and its successors and assigns, during the planning and construction phases of its Solar Project and Improvements, and thereafter during the operation and maintenance phase of the Solar Project and Improvements until said Solar Project and Improvements are completely abandoned, to use all County Roads for the Road Usages described herein, including but not limited to: (a) access and egress to and from the Solar Project, including the construction of access driveways, (b) encroachment of Solar Project facilities and Improvements into the right-of-way of said County Roads, and (c) for overhead and underground crossings of said County Roads with (i) Solar Project electrical collection lines (overhead and underground) interconnecting portions of the Solar Project and Improvements, (ii) overhead and underground transmission lines connecting the Solar Project and Improvements to the electrical grid power system, and (iii) other related lines such as communication lines and grounding lines, whether overhead or underground. County and Solar Company further agree that all underground crossings shall be installed to a depth of at least four (4) feet below the then-existing surface elevation. Solar Company shall be solely responsible, in its sole discretion, for the design and configuration of its Improvements.

3. That the permission granted in Paragraph 2 herein includes the installation, maintenance, and repair of Solar Project collection and transmission lines (and other related lines such as communication lines and grounding lines) within the rights-of-way of said County Roads and right-of-way easements held by the County, and an authorization to upgrade of such County Roads where necessary, and to conduct geotechnical and other preliminary construction analysis of such roads and rights-of-way. Solar Company must provide the County with notice and a map identifying the location of its Improvements in the Project Area to the extent located within the County Roads or rights-of-way before Solar Company begins construction work on such Improvements. If any County Roads must be upgraded in connection with Solar Company's construction work, including the widening of any County Roads, Solar Company will perform such upgrade work at its cost. The County may inspect such road upgrade work, and Solar Company will perform additional work if needed to cause the upgrades to meet the same or better road standards as in effect at the commencement of construction of the Improvements (such standards being those agreed to by all parties). Solar Company must repair any damage to the County Roads caused by its installation, maintenance, or repair activities, including any damages caused by its contractors or subcontractors. Any poles or other improvements that will be installed at the surface of the real property within the County rights-of-way or easements requires specific written permission and approval of the County and the respective County Commissioner in whose jurisdiction the property is located; by way of clarification, this specific approval is only required for improvements that are installed at surface level and shall not be required for underground lines or for overhead lines that overhang, span or cross County rights-of-way or easements without having a pole, guy, or anchor installed in the surface of the County right-of-way or easement.

4. The rights and responsibilities of Solar Company hereunder may be assigned, in whole or in part, without the County's prior consent in the following instances: (i) by Solar Company to an affiliate of Solar Company, (ii) by Solar Company to a person or entity (whether or not an affiliate of Solar Company) that acquires all or any portion of Solar Company's interest in the Improvements or this Agreement, (iii) by Solar Company to a lender as collateral in connection with a financing of the Solar Project by or on behalf of Solar Company and its affiliate, or (iv) by a lender to a third party transferee of the lender in the event that the lender has exercised a right of foreclosure with respect to the Improvements; provided however, that Solar Company (or the party assigning the Agreement) shall give written notice of any such assignment to the County, and, with respect to the assignment contemplated in clause (i), (ii) or (iv), the assignee shall have executed an instrument of assumption of the assignor's obligations in form and

The first part of the paper is devoted to a general discussion of the problem of the structure of the state space of a quantum system. It is shown that the state space of a quantum system is a Hilbert space, and that the physical states of the system are represented by rays in this space. The second part of the paper is devoted to a discussion of the problem of the structure of the state space of a quantum system. It is shown that the state space of a quantum system is a Hilbert space, and that the physical states of the system are represented by rays in this space. The third part of the paper is devoted to a discussion of the problem of the structure of the state space of a quantum system. It is shown that the state space of a quantum system is a Hilbert space, and that the physical states of the system are represented by rays in this space.

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substance reasonably satisfactory to the County. For any other proposed assignment by Solar Company of its rights and responsibilities hereunder, the rights and responsibilities of Solar Company hereunder may be assigned, in whole or in part, only after obtaining the County's prior consent which consent shall not be unreasonably withheld, conditioned, or delayed.

5. This Agreement shall inure to the benefit of and be binding upon County and Solar Company and to its respective heirs, transferees, successors and permitted assigns, and all persons claiming under them.

6. All notices, claims, certificates, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed (registered or certified mail, postage prepaid, return receipt requested) as follows: (i) if to Navarro County, to the County Judge at his or her published address, and (ii) if to Solar Company, as follows:

Pisgah Ridge Solar, LLC  
550 South Caldwell Street  
Suite 600 / Mail Code NAS06  
Charlotte, NC 28202  
Attn: Graham Furlong

7. This Agreement (including the Exhibits) shall constitute the complete and entire agreement between the parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. Except as set forth in this Agreement, this Agreement may be amended only by a written agreement signed by the parties. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to the conflict of laws provisions. This Agreement, and any amendment hereto, may be executed in any number of counterparts and by each party hereto on separate counterparts with the same effect as if all signatory parties had signed the same document, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument. Should any provision of this Agreement be held, in a final and un-appealable decision by a court of competent jurisdiction, to be either invalid, void, or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.

8. Solar Company agrees to post within fifteen (15) calendar days prior to the start of significant construction activities on the Solar Project a single surety bond with the Navarro County Auditor in an amount equal to Fifty Thousand and No/100 Dollars (\$50,000) per mile (prorated for any partial mile) of those segments of the County Roads in and/or in the vicinity of the Project Area totaling approximately seven and seventy five hundredths (7.75) miles (such segments as depicted in Exhibit B attached hereto and incorporated herein) to ensure performance of road repairs contemplated hereunder ("**Bond**"). The Bond shall provide, in the event of default by Solar Company of its obligations hereunder, for prompt payment by the surety upon demand by Navarro County for repair, replacement, and/or maintenance costs incurred by Navarro County to return the County Roads subject hereunder to substantially the same condition as existing prior to the start of significant construction activities on the Solar Project. Navarro County shall release the Bond at the later of (i) final completion of the construction of the Solar Project or, (ii) completion by Solar Company of its work pursuant to Section 3 above.

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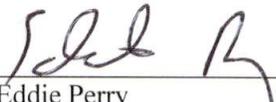
IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County, as authorized by the County Commissioners' Court, and by Solar Company on the respective dates shown below. The later of the dates shown below shall be the "Effective Date" of this Agreement.

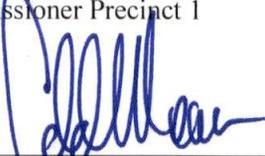
ATTEST/SEAL:

  
\_\_\_\_\_  
H.M. Davenport  
County Judge

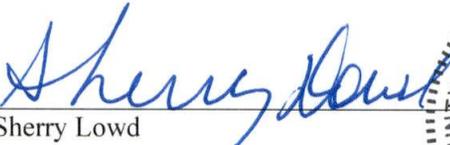
DATE: 5-24-2021

  
\_\_\_\_\_  
Jason Grant  
Commissioner Precinct 1

  
\_\_\_\_\_  
Eddie Perry  
Commissioner Precinct 2

  
\_\_\_\_\_  
Eddie Moore  
Commissioner Precinct 3

  
\_\_\_\_\_  
James Olsen  
Commissioner Precinct 4

  
\_\_\_\_\_  
Sherry Lowd  
County Clerk



SOLAR COMPANY:  
Pisgah Ridge Solar, LLC, a Delaware limited liability company

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

Name: Brian K. Stallman

Its: Vice President

Date: May 6, 2021

Exhibit A

Project Area

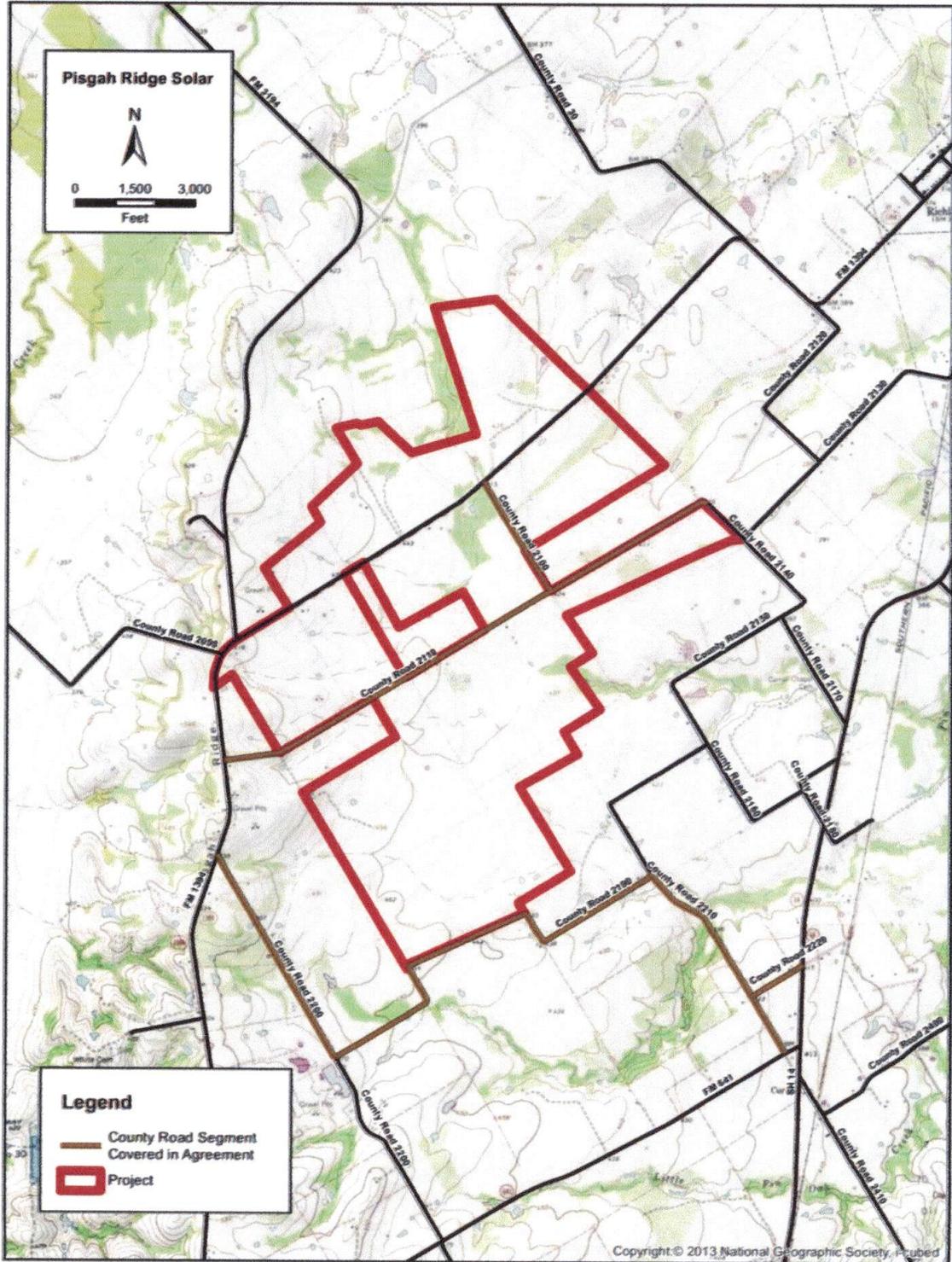


Exhibit B

County Roads Segments

1. County Road 2100.
2. County Road 2110, the western 2.6 miles from FM 1394 until the southeasterly bend toward County Road 2140.
3. County Road 2190, between County Road 2200 and the junction with County Road 2210.
4. County Road 2210, between FM 641 and the junction with County Road 2190.
5. County Road 2220, between State Hwy 14 and County Road 2210.
6. County Road 2200, between FM 1394 and the junction with County Road 2190.