

Armadillo Solar Center, LLC

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The Commissioners' Court of  
Navarro County

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

THIS ROAD AND RIGHT-OF-WAY AGREEMENT ("the "Agreement") is entered into and effective as of the 8<sup>th</sup> day of October, 2021 (the "Effective Date") between NAVARRO COUNTY, TEXAS (the "County") and ARMADILLO SOLAR CENTER, LLC, a Delaware limited liability company (the "Company").

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

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

WHEREAS, there are no Navarro County rules or ordinances that would require the 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;

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;

WHEREAS, the ownership, construction, operation, and maintenance of the Improvements will require access to, egress from, encroachments into, crossings of, and possibly upgrades to County roads, County owned rights-of-way, and County-held right-of-way easements located in Navarro County, Texas (collectively, "Road Usage");

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 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 ARMADILLO SOLAR CENTER, 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 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 those County roads described below 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) 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, and (c) the driving, operating or moving of any heavy vehicle, load, object, or structure over the County roads by the Company and the Company's contractors, affiliates, successors, and assigns (collectively, the "Road Uses"). County and 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. Company shall be solely responsible, in its sole discretion, for the design and configuration of its Improvements. For the purposes of this Agreement, said County roads are to include those County roads within the County more particularly described in Exhibit B attached hereto.

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 require upgrade of such roads where necessary and to conduct geotechnical and other preliminary construction analysis of such roads and rights-of-way. 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 Company begins construction work on such Improvements. If any County roads must be upgraded in connection with Company's construction work, Company will perform such upgrade work at its cost. The County may inspect such road upgrade work, and 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). 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 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 Company shall indemnify and hold harmless the County from any action, claim, damage, or loss whatsoever, arising out of or in relation to the Road Uses. Furthermore, the Company agrees to pay a bond in the amount of fifty thousand dollars (\$50,000.00) per mile of roads to be used in connection with the Road Uses. For the avoidance of doubt, Company and County acknowledge and agree that the total miles of road to be used in connection with the Road Uses shall be 8.9 miles, and the total amount of the bond the Company shall pay to the County shall be in the amount of four hundred and forty-five thousand dollars (\$445,000.00).

5. The rights and responsibilities of Company hereunder may be assigned, in whole or in part, without the County's prior consent in the following instances: (i) by Company to an affiliate of Company, (ii) by Company to a person or entity (whether or not an affiliate of Company) that acquires all or any portion of Company's interest in the Improvements or this Agreement, (iii) by Company to a lender, or (iv) by a lender to a third party after the lender has exercised a right of foreclosure with respect to the Improvements; provided however, that Company (or the party assigning the Agreement) shall give written notice of any such assignment to the County, and the assignment shall require that all conditions and obligations in this Agreement shall apply to and be binding upon the assignee. For any other proposed assignment, the rights and responsibilities of 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. Notwithstanding anything to the contrary in this Agreement, the parties agree that a transfer of all or a portion of the ownership interests in Company to a third party shall not be considered an assignment under the terms of this Agreement and shall not require any consent of the County.

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

7. 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 Company, as follows:

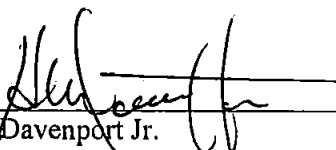
Phillip Moore  
Senior Vice President  
Armadillo Solar Center, LLC  
c/o Orsted Onshore North America, LLC  
401 N. Michigan Ave, Suite 501  
Chicago, IL 60611  
ATTN: General Counsel

8. This Agreement (including 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.

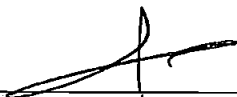
9. Upon execution of this Agreement, the County agrees to issue a Special Road Use Permit and permit number, and any other permits or consents necessary or required for the Company to undertake the Road Uses.


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

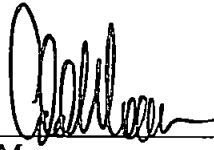
ATTEST/SEAL:


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

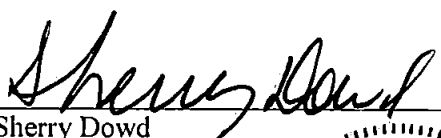
DATE: 10-8-2021

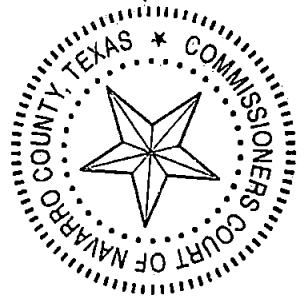
  
\_\_\_\_\_  
Jason Grant  
Commissioner Precinct 1

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

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

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

  
\_\_\_\_\_  
Sherry Dowd  
County Clerk



OWNER:

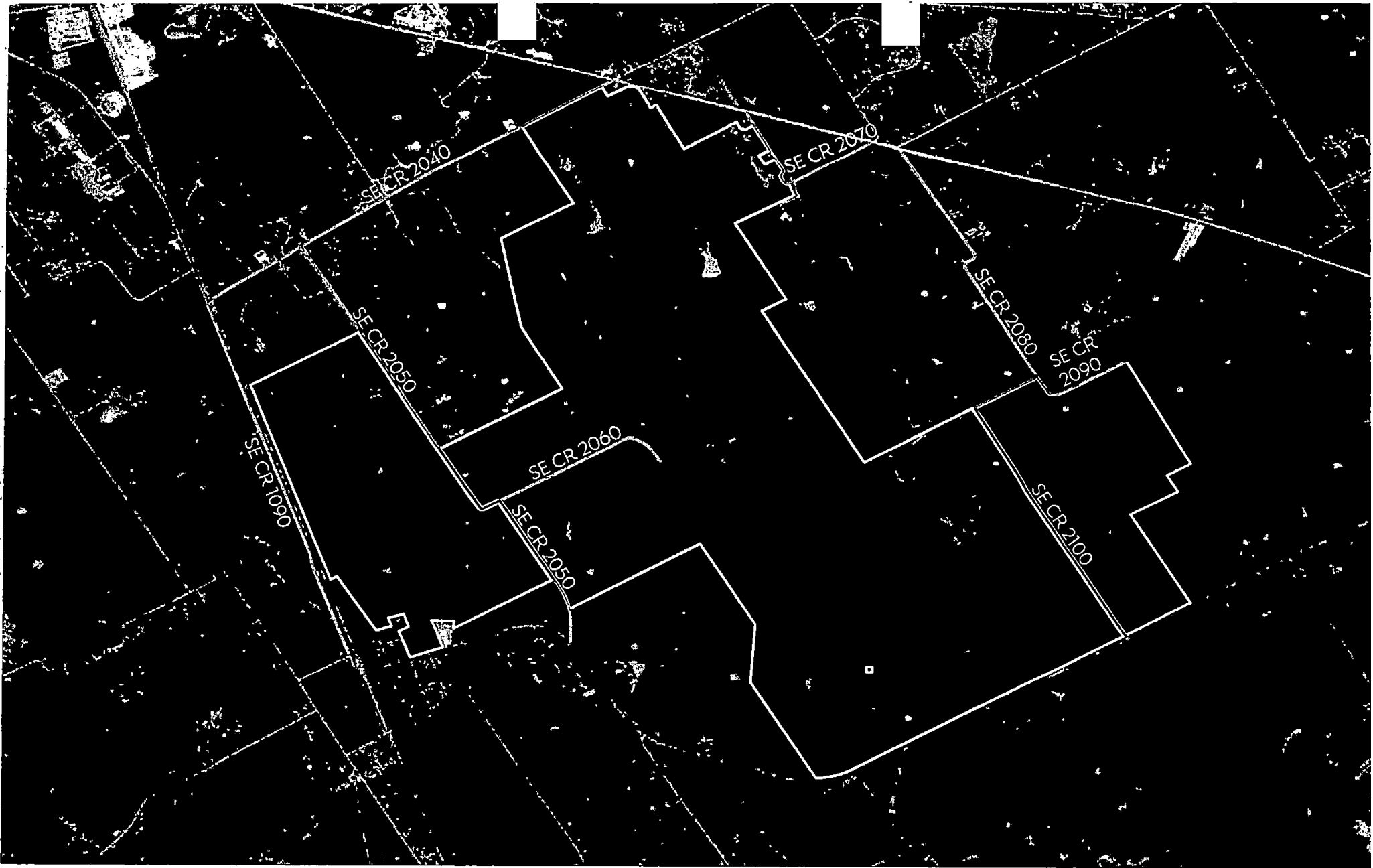
Armadillo Solar Center, LLC,  
a Delaware limited liability company

By: Orsted Onshore DevCo, LLC  
Its: sole member

By: Orsted Onshore North America, LLC  
Its: sole member

By: \_\_\_\_\_  
Philip Moore, Senior Vice President

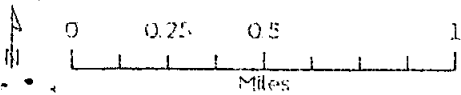
Date: \_\_\_\_\_



# Armadillo Solar

Navarro County, TX

August 2021



Not for construction. Map for reference and discussion purposes only

- Armadillo Project Area
- Adjacent County Roads

- SE CR 2090: 0.38 Miles
- SE CR 2100: 1.03 Miles
- SE CR 2060: 0.7 Miles
- SE CR 2040: 1.59 Miles
- SE CR 2070: 0.62 Miles
- SE CR 2050: 1.86 Miles
- SE CR 2080: 1.26 Miles
- SE CR 1090: 1.46 Miles

**Total = 8.91 Miles**

