

**RESOLUTION**

**A RESOLUTION AND ORDER APPROVING A ROAD USE AGREEMENT  
BETWEEN NAVARRO COUNTY, TEXAS, AND BDPU SOLAR TORMES, LLC**

**WHEREAS**, BDPU Solar Tormes LLC, a Texas limited liability company ("Tormes Solar") intends to develop, construct, operate, and maintain a photovoltaic solar energy electric generation project (the "Project") in the portion of Navarro County, Texas (the "County" or "Navarro County") described on Exhibit A and Exhibit B, which are attached hereto and incorporated herein by reference ("Project Area");

**WHEREAS**, to construct the Project, Tormes Solar must make certain improvements to the real property located within the Project Area ("Improvements");

**WHEREAS**, with the exception of certain statutory provisions regarding control of county roads, such as Texas Transportation Code §251.03, 251.153, and 251.157 and Texas Utilities Code §181.044, there are no applicable Navarro County rules or ordinances that would require Tormes Solar to obtain zoning approval, a permit, or an authorization for the ownership, construction, operation, or maintenance of the Project and its Improvements within the Project Area. There are no presently existing Navarro County rules or ordinances affecting the proposed ownership, construction, operation, or maintenance of Improvements within the Project Area.

**WHEREAS**, no part of the Project Area is located within the city limits of any towns within Navarro County, and no part of the Project Area is located within the extraterritorial jurisdiction of Navarro County, Texas, or any other city within the County.

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

**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 regulate and/or permit such Road Usage.

**WHEREAS**, Tormes Solar seeks the County's permission for such Road Usage, and Navarro County has agreed to grant said permission.

**NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF  
NAVARRO COUNTY, TEXAS:**

1. That the findings and recitals in the preamble to this Order are found to be true and correct and are hereby RATIFIED, APPROVED, and ADOPTED. This Order, when executed and delivered by the Commissioners Court of Navarro County, Texas and Tormes Solar shall constitute the Road Use Agreement ("Agreement") between Navarro County and Tormes Solar.

2. The Commissioners' Court hereby grants permission to Tormes Solar and its successors and assigns, during the planning and construction phases of its project and Improvements, and thereafter during the

operation and maintenance phase of the project and Improvements until said 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 Project, (b) encroachment of Project facilities and Improvements under, along or into the right of way of said County roads, in the form of access points to and from the County road and/or underground electrical transmission or collection lines buried in the County road right-of-way, and (c) for overhead and bored underground crossings of said County roads with Project electrical collection lines (and related facilities) interconnecting portions of the Project and Improvements, and with transmission lines connecting the Project and Improvements to the electrical grid power system.

3. Tormes Solar shall repair any damage to County roads caused by Tormes Solar or Tormes Solar's contractors or suppliers during constructing, repairing, or maintaining the Improvements and shall return such roads to the condition such roads were in prior to their use by Tormes Solar or its contractors or suppliers.

(a) Prior to the commencement of any work, or in advance of any subsequent modifications, Tormes Solar will provide to Navarro County a map identifying any roads to be utilized to develop, install, or repair the Improvements (the "Designated Roads"), any points of access to property, or the location of any transmission or collection lines to be installed in any public right of way. A preliminary list of roads anticipated to be used in the project is attached hereto as Exhibit A, and a preliminary map is attached as Exhibit B. The County agrees not to unreasonably withhold, delay, or condition its consent to requests by Tormes Solar to add additional Designated Roads or points of access to property, or the location of any transmission or collection lines.

(b) Tormes Solar will complete a pre-construction survey for all Designated Roads, including current conditions and recommendations for any preparations or modifications necessary to perform required construction. In addition, the County will provide Tormes Solar, if available, with copies of any plans, cross sections, and specifications relevant to the Designated Roads. Copies of all pre-construction survey documentation shall be provided to the County. All costs associated with the pre-construction survey shall be borne solely by Tormes Solar.

(c) It is understood by Tormes Solar that no other roads may be used for ingress or egress for heavy or wide loads other than those Designated Roads identified pursuant to subsection (a) above, as it may be amended from time to time. Any truck operated by an individual utilized by Tormes Solar for heavy or wide loads that is found to be using any road not listed in conformity with subsection (a) shall be issued a citation and any subsequent violation of this agreement by that same operator shall result in that operator not being allowed to participate further in hauling for Tormes Solar.

(d) Tormes Solar will, at its sole cost and with the consent and approval of the County, prepare any Designated Roads in advance of the introduction of heavy or wide loads as necessary to sustain heavy or wide load trucks or where necessary in advance prepare access points from County Roads. Such preparations shall be consistent with prudent engineering and design. For purposes of this agreement, the term "heavy or wide loads" is defined as any load exceeding the greater of 54,000 pounds in gross weight or 36,000 pounds per axle and any load more than twelve feet (12') in width.

(e) It is understood that maintenance of the Designated Roads shall include grading, dust control, installation of drainage culverts, and placing of sufficient base material to adequately support the anticipated loading to be imposed upon the road or as outlined in the civil design.

(f) To the extent necessary, the County recognizes that electrical lines will be installed within the County Road right-of-way as a necessary component of the project. Such installations are subject to the following requirements:

(i) Tormes Solar will utilize GPS or other suitable surveying methods to locate all bore or trench installations and adequately mark the location of such electrical lines.

(ii) Tormes Solar will bury all electrical lines at a depth of not less than four feet (4') below grade and will avoid placing the lines within the traveled portion of the roadway or in the bottom of drainage ditches. In addition, within thirty (30) calendar days of completion of the burial of such lines, Tormes Solar shall provide the locations of any and all road bores under the County's road rights-of-way to the County's Planning and Zoning Department in a geo-spatially accurate manner so as to allow such Department to log the location of such buried lines in the Texas 811 portal.

(iii) Electrical collection cable installed beneath any road shall be encased in SDR 13.5 HDPE or equivalent for all road bores.

(g) All such preparation or repairs by Tormes Solar, including the widening of roads pursuant to subsection (h) below, shall have the prior approval of both the County and any property owners affected by any widening (solely if and to the extent any property that is notwithstanding the County road right-of-way will be utilized), and shall be done in accordance with the standards and specifications for road repair generally used by the County for other County roads. Tormes Solar may not widen or change the course of any County road without the approval of the Navarro County Commissioners Court and any affected property owners (to the same extent that the consent of the affected property owners would be required if the County widened or changed the course of a County road), which approval shall not be unreasonably withheld, conditioned, or delayed so long as Tormes Solar is not in default in its obligations under this Agreement. As a condition to granting such consent the County may require Tormes Solar to take any other precautions and covenants which may be commercially reasonably necessary to protect and maintain the roadway and its continued access by the public and the rights of adjoining property owners. Tormes Solar agrees to obtain any necessary permission or right from private property owners prior to using any private property for the delivery of goods or supplies used for the Improvements or for access to the site where any of the Improvements are being constructed.

(h) Upon completion of construction, Tormes Solar will complete a post-construction survey, the methods of which shall be like those of the pre-construction survey described in subsection (b) above. The two sets of pre-construction and post-construction data will be compared, and if there is any wheel lane cutting, cracking, or other damage resulting from Road Usage for the project, the County and Tormes Solar will determine the extent of the repairs or improvements needed to return the Designated Roads to a pre-construction condition, taking into consideration and excluding normal wear and tear from usage by the public. All costs associated with the

post-construction survey shall be borne solely by Tormes Solar. If this covenant for road repair by Tormes Solar cannot be performed by Tormes Solar or in the event Tormes Solar fails to perform this covenant within thirty (30) days of receiving a demand from the County, then the County may perform the road repair required of Tormes Solar pursuant to this section, and Tormes Solar agrees to reimburse the County for its reasonable and necessary costs in repairing such roads within thirty (30) days of being invoiced for such repairs. The County's cost for such repairs shall be determined using the applicable rates used by the Federal Emergency Management Administration for equipment and personnel and the County's actual cost of materials.

(i) Any roads constructed upon private property by Tormes Solar will not, and shall not hereafter, become the responsibility of the County unless the County receives from the landowner a dedicated easement of sufficient right of way, and the Commissioners Court, in its sole discretion, finds the road serves a sufficient public purpose and affirmatively accepts the road as a County road.

(j) Any County-owned culverts or bridges, if any, that must be replaced or repaired in the Project Area as a result of the construction of the project and heavy loads associated with the project will be repaired by Tormes Solar, subject to supervision and approval of the County.

(k) To implement the terms of subsection (c) of this agreement more fully, Tormes Solar agrees to establish financial security ("Road Use Financial Security") in an amount equal to one-hundred thousand dollars \$100,000.00 per linear mile. The Road Use Financial Security shall be established prior to the commencement of significant construction activities for the project, to be placed for the benefit of Navarro County, Texas and may be in the form of cash (to be held in escrow), a surety bond (posted by a licensed bonding agency), a letter of credit, or any other form of security reasonably acceptable to the County. For purposes of this Agreement, "significant construction activities" shall mean any vehicular traffic carrying loads in excess of 54,000 pounds. The Road Use Financial Security shall be available to secure Solar Tormes' performance herein or to reimburse the County for any costs incurred by Navarro County for the repair of Designated Roads in the Project Area and bridges, culverts, or other road infrastructure due to damage caused by the activities of Tormes Solar in the Project Area. The County will first give notice to Tormes Solar of the damage claimed, and Tormes Solar will have thirty (30) days in which to cure any claimed damage. Failure to cure the claimed damage will authorize the County to access the Road Use Financial Security to the extent of the actual costs of repairs incurred by the County, as documented by actual receipts for material, labor or equipment use rates, as based on FEMA publications, pursuant to subsection (h). Upon any withdrawal from or use of the Road Use Financial Security, the County shall provide notice to Tormes Solar of such withdrawal and Tormes Solar shall promptly replenish the fund to the extent of any drawdown pursuant to this section. Failure to establish the Road Use Financial Security, or to replenish said security, when and if necessary, in each case within thirty (30) days after notice from the County of such failure, shall constitute a material breach of the Road Use Agreement. At the conclusion of all construction and commencement of commercial operations, the County shall release any remaining balance or other form of security to Tormes Solar within thirty (30) days after the date completion of any required repairs based on the post-construction survey pursuant to subsection (g) of this Agreement.

(l) Tormes Solar agrees to defend, indemnify, and hold Navarro County and its officers and employees harmless against any and all losses, damages, claims, expenses and liabilities for physical damage to the property of Navarro County or to any person, including reasonable attorneys' fees, arising out of use of the Designated Roads for the project to the extent caused by (1) any negligence or willful misconduct on the part of Tormes Solar or its agents, employees, or its general contractor or sub-contractors, and all employees of such companies actually performing work related to the project and (2) any breach of this agreement. This indemnity agreement shall survive the termination of this Agreement.

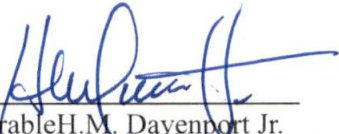
(m) Tormes Solar agrees to provide insurance at all times during construction and such insurance will include:

- (i) Worker's compensation insurance in compliance with the laws of the State of Texas;
- (ii) Commercial General Liability insurance with minimum limits of \$1,000,000.00 per occurrence; and,
- (iii) Automobile Liability insurance. Certificates of Insurance will be provided upon request to the County. Navarro County will be identified as an additional insured on all insurance policies related to the project.

4. This Agreement contains the entire understanding and agreement between the County and Company with respect to the subject matter of this Agreement and supersedes all previous communications, negotiations, and agreements, whether oral or written, between the Parties with respect to such subject matter. This Agreement may only be modified or amended through an instrument that identifies itself as an amendment hereto and is signed by duly authorized representatives of both the County and Solar Tormes. The rights and duties of the Company under this Agreement shall not be assigned without the prior written consent of the County, which consent shall not be unreasonably withheld. Such an assignment by the Company shall not be effective until the assignee has replaced the Road Use Financial Security required hereunder and such replacement has been accepted by the County.

*[Remainder of Page Left Intentionally Blank, Signature Page Follows]*

**SIGNED AND APPROVED on this 28th day of July, 2025.**

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

  
\_\_\_\_\_  
David Brewer Commissioner PCT 4



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

**EXHIBIT A**

Preliminary list of roads anticipated to be used in the Project.

<u>Path</u>	<u>Exhibit B Reference</u>	<u>Type of Use (Vehicle)</u>			
		<u>Pickup</u>	<u>Concrete</u>	<u>Rock</u>	<u>Cargo</u>
NW CR 2300 & 2290	Red Route	X	X	X	X
NW CR 2130 & 2310	Violet Route	X	X	X	X
NW CR 2260, 2250, 2200, 2840, 2130, & 2310	Green Route	X	X	X	X
NW CR 2250	Pink Route	X	X	X	X
NW CR 2280	Orange Route	X	X	X	X

**EXHIBIT B**

Preliminary Map of Roads Anticipated to be used in the Project



# Road Use Agreement Haul Route

BDPU Solar Tormes, LLC

## Legend

- Path 1 - NW CR 2300/2280 - 2.86mi
- Path 2 - NW CR 2130/2310 - 1.75mi
- Path 3 - NW CR 2260/2250/2200/2840/2130/2310 - 4.74mi
- Path 4 - NW CR 2250 - 2.0mi
- Path 5 - NW CR 2280 - 2.0mi

Google Earth

2 mi



NAVARRO COUNTY  
SPECIAL ROAD USE PERMIT APPLICATION

STATE OF TEXAS ~  
COUNTY OF NAVARRO ~

PERMIT NO. 72825

Name of applicant (Company Name):

BDPU Solar Tormes, LLC

Contact person: Ryan MacWilliams

Address: 1200 Brickell Avenue, Suite PH 2030, Miami, FL 33131

Phone: 786-939-5746

Fax: \_\_\_\_\_

Type of load: See Exhibit A

Vehicle descriptions: See Exhibit A

Gross registered vehicle weight: See Exhibit A

Gross weight of vehicle and load: \_\_\_\_\_

Route Requested (Please list all roads to be used): See Exhibit A, including haul route map

Term of Permit: Through entire construction period, being approximately 24 months beginning in September 2025 and concluding upon  
Commercial Operation Date.

Special Road Use Bond Order that governs the granting of this permit. This permit is granted, subject to the condition that the applicant, owner, operator or mover of a heavy vehicle, load, object or structure, shall:

- a. Indemnify and save harmless Navarro county from any action, claim, damage or loss whatsoever, arising from and in relation to the protection of persons and property, from injury or damage that may be caused by reason of the driving, operating or moving of any such heavy vehicle, load, object or structure.
- b. Applicant shall not impede or obstruct the flow of traffic on county roadways.
- c. Applicant shall post a road bond in the amount of \$100,000.00 per mile.

Cindy Tindell

Applicant signature

7/16/25

Date



## **EXHIBIT A**

List of roads to be used for construction of the Project.

<b>Road</b>	<b>Length (mi)</b>
NW CR 2300/2290	2.86
NW CR 2130/2310	1.75
NW CR 2260/2250/2200/2840/2130/2310	4.74
NW CR 2250	2.0
NW CR 2280	2.0

List of equipment and vehicles anticipated to be used for construction of the Project.

<b>EQUIPMENT</b>	<b>DESCRIPTION</b>	<b>WEIGHT (lbs)</b>
Trackers Van Trailer – 53’ dry box	Deliveries	31,000 plus load 40,000
Trackers Flatbed – 48’	Deliveries	31,000 plus load 40,000
Modules Van Trailer – 53’ dry box	Deliveries	31,000 plus load 43,000
MPT Trailer – 110’	Deliveries	670,000
Inverters Low Boy Trailer	Deliveries	14,000 plus load 88,000
2k Gallon water truck	Deliveries	20,640
Pick Up Trucks	Deliveries	4,000 - 10,000
Polaris Ranger	Deliveries	2,000
School Bus	Deliveries	20,000
18-wheeler Delivery Truck(s)	Deliveries	80,000
Dump Truck	Deliveries	80,000
Van Express 3500	Deliveries	5,487
<b>ADDITIONAL EQUIPMENT TO BE TRANSPORTED TO CONSTRUCTION SITE</b>		
20k Forklift	Construction Areas	46,300
12k Forklift	Construction Areas	47,300
10k Forklift	Construction Areas	34,400
9k Forklift	Construction Areas	24,900
8k Forklift	Construction Areas	24,000
7k Forklift	Construction Areas	21,000
6k Forklift	Construction Areas	9,480
Skid steer	Construction Areas	12,000
Track skid steer	Construction Areas	8,612
Backhoe	Construction Areas	40,000

<b>EQUIPMENT</b>	<b>DESCRIPTION</b>	<b>WEIGHT (lbs)</b>
Boom 60-64'	Construction Areas	16,650
Tractor 3032E-D160	Construction Areas	3,205
Excavator TB2150	Construction Areas	35,274
Mini Excavator	Construction Areas	20,000
K-Rails	Construction Areas	7,600
ART Manlift	Construction Areas	25,100
Loader Landscaper 570N EP	Construction Areas	15,000
Trailer Dump	Construction Areas	10,000
Trencher C24X	Construction Areas	1,670
Trencher C12	Construction Areas	1,360
600 Case Steiger	Construction Areas	59,265
Case Motor Grader	Construction Areas	32,077
623 E Scraper	Construction Areas	75,000
825 Compactor/roller	Construction Areas	78,326
84" Smooth Drum compactor/roller	Construction Areas	28,418
Vermeer Trencher	Construction Areas	52,000
John Deer Motor Grader	Construction Areas	45,195
Crane	Construction Areas	800,000



# Road Use Agreement Haul Route

BDPU Solar Tormes, LLC

## Legend

- Path 1 - NW CR 2300/2290 - 2.86mi
- Path 2 - NW CR 2130/2310 - 1.75mi
- Path 3 - NW CR 2260/2250/2200/2840/2130/2310 - 4.74mi
- Path 4 - NW CR 2250 - 2.0mi
- Path 5 - NW CR2280 - 2.0mi

