

IN THE COMMISSIONERS COURT
OF
KNOX COUNTY, TEXAS
A RESOLUTION AND ORDER APPROVING A ROAD USE AGREEMENT BETWEEN
KNOX COUNTY, TEXAS AND ZSS POWER, LLC

WHEREAS, Knox County, Texas (the "County" or Knox County) is familiar with the solar energy project contemplated by ZSS Power, LLC (ZSS Solar) in the portion of the county described on Exhibit A, attached hereto and incorporated by reference.

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

WHEREAS, no part of the Project Area is located within the city limits of any towns within Knox County, and no part of the Project Area is located within the extraterritorial jurisdictions of any other city within the County.

WHEREAS, the ownership, construction, operations and maintenance of the Improvements will require access to, egress from, encroachments into, crossing of, and possibly upgrades to ("Road Usage") County roads, County owned rights-of-way, and County-held right-of-way easements located in Knox 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 Knox County, Texas have authority on behalf of the County to permit such Road Usage;

WHEREAS, ZSS Solar seeks the County's permission for such Road Usage and Knox County, Texas has agreed to grant said permission.

NOW, THEREFORE,

BE IT ORDERED BY THE COMMISSIONERS COURT OF KNOX 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.
2. ZSS Solar shall repair any damage to County roads that exist during ZSS Solar or ZSS Solar's contractors, or suppliers use during the course of constructing, repairing or maintaining the improvements and shall return such roads to the conditions such roads were in prior to their use by ZSS Solar or ZSS Solar's contractors or suppliers.
 - a. Prior to the commencement of any work, or in advance of any subsequent modifications, ZSS Solar, will provide Knox County a map identifying those roads which will be utilized to develop, install or repair the improvements, and any points of access to the property, or the location of any transmission or collection lines to be installed in the public right of way.

- b. ZSS Solar will have a pre-construction survey completed for all Designated Roads, which will include current conditions and recommendations for any preparations or modifications that will be necessary to perform required construction. In addition, the County will provide ZSS 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 ZSS Solar.
- c. It is understood by ZSS Solar that no other roads may be used for ingress or egress than those roads identified pursuant to paragraph (a) above. Any truck operated by an individual utilized by ZSS Solar that is found to be using any road not listed in conformity with paragraph (a) shall be issued a citation, and subsequent violation of this agreement by that operator shall result in that operator not being allowed to participate further in hauling for ZSS Solar.
- d. Where prudent engineering and design suggests appropriate, ZSS Solar, will, at its sole costs and with the consent and approval of the County, prepare any 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. For the purpose of this agreement, the term heavy or wide loads are defined as any load exceeding 54,000 pounds in gross weight or 36,000 pounds per axel, and any load more than 12 feet in width,
- e. It is understood that maintenance of the roads to be utilized by ZSS Solar and to be performed by ZSS Solar includes, but is not limited to, grading, dust control, traffic control, and placing sufficient base material to adequately support the anticipated loading to be imposed upon the road or as outlined in the Civil Design.
- f. All such preparations or repairs by ZSS Solar, including widening of roads pursuant to subsection (c) below, shall require the prior approval of the County and property owners affected by any widening, and shall be done in accordance with the standards and specifications for road repair generally used by the County for other county roads. If this covenant for road repair by ZSS Solar cannot be performed by ZSS Solar or in the event ZSS Solar fails to perform this covenant within 30 days of a written demand that it receives from the County, then the County may perform the road repair required of ZSS Solar pursuant to this section and ZSS Solar agrees to indemnify and reimburse the County for its reasonable and necessary costs in repairing such roads within thirty (30) days of receipt of such invoice for the costs of repairs as extended by the County. The County's cost for such repairs shall be determined using the applicable actual replacement costs for equipment and personnel and the County's actual cost of material for repairs of the road to the original condition. ZSS Solar agrees to pay the cost of any such repairs withing 30 days of the date ZSS Solar receives an invoice for such services by the County.

- g. ZSS Solar may not widen or change the course of any County road without the written consent of the County and any affected property owners (to the same extent that the consent of the affected property owner would be required if the County widened or changed the course of a County road), which consent shall not be unreasonably withheld, conditioned, or delayed so long as ZSS Solar is not in default in its obligations under this Agreement. As a condition to granting such consent the County may require ZSS 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. ZSS 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. Any roads constructed upon private property by ZSS Solar will not, and shall not hereafter, become the responsibility of the County unless the County receives from the landowner a dedication 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.
- i. Any county owned culverts or bridges, if any, that must be replaced or repaired in the Project Area as result of the construction of the project and heavy loads associated with the project will be repaired by ZSS Solar, subject to supervision and approval of the County.
- j. ZSS Solar agrees to defend, indemnify and hold harmless Knox County and its officer, representatives and employees against any and all losses, damages, claims, expenses and liabilities for physical damage to the property of Knox County or to any person, including reasonable attorney fees arising out of the project with respect to (1) operations of ZSS Solar or any of its contractors or subcontractors for any intentional act or omission on the part of ZSS Solar, or its agents, representatives, employees, or its general contractor or sub-contractors and all employees of such companies actually performing work related to the project, and (2) any negligent, careless or reckless act or omission on the part of ZSS Solar, or its contractors and subcontractors, and (2) any breach of this agreement. This indemnity agreement shall survive the termination of this agreement.
- k. ZSS Solar agrees to provide insurance at all times during construction and such insurance will include: (1) Worker's compensation insurance in compliance with the laws of the State of Texas (2) Commercial General Liability insurance with minimum of \$1,000,000.00 per occurrence, and (3) Automobile Liability insurance One Million Dollars (\$1,000,000) per occurrence for all auto owned, hired , rented and leased. Certificates of Insurance will be provided upon request to the County. Knox County will be identified as an additional insured on all insurance policies related to the project.

3. The Commissioners' Court hereby grants permission to ZSS Solar, and its successors and assigns, during the planning and construction phases of its solar power project and Improvements and thereafter during the operation and maintenance phase of the solar power project and improvements until said solar power 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 Power Project, (b) encroachment of Solar Power Project 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 solar power project electrical collection lines (and related facilities) interconnecting portions of the solar power project and improvements, and with transmission lines connecting the solar power project and improvements to the electrical grid power system. For the purpose of this Order, said County roads are to include, without limitation, all of the roads within the County map book located within the Project Area.

PASSED AND APPROVED at this public hearing of the Knox County Commissioners' Court, at which a quorum was present on the 21 day of Nov, 2025.



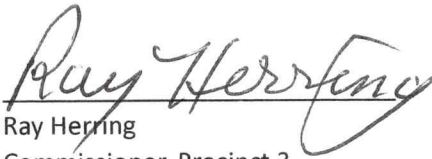
Hon. Don Thompson, County Judge
Knox County, Texas



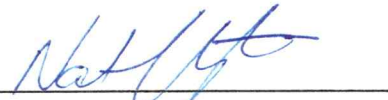
Louis Baty
Commissioner, Precinct 1



Kim Sealy
Commissioner, Precinct 2

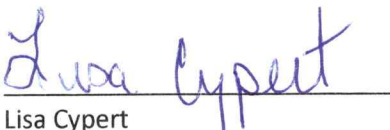


Ray Herring
Commissioner, Precinct 3



Nathan Urbanczyk
Commissioner, Precinct 4

ATTEST:

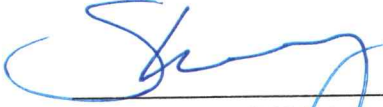


Lisa Cypert
Knox County Clerk

November 21, 2025

Date

ACCEPTED:



ZSS Power, LLC (ZSS Solar)

10/24/25

Date