



**WHEN RECORDED, RETURN TO:**

Lucky 7 Solar Farm LLC  
c/o Sabanci Renewables  
Attn: Atilla Akarsu  
701 Brazos Street, Suite 1540  
Austin, TX 78701

**Road and Right of Way Agreement between  
Hopkins County, Texas and Lucky 7 Solar Farm  
LLC**

*State of Texas*

*County of Hopkins*

This Road and Right of Way Agreement (the "**Agreement**") is made and entered into by and between Hopkins County, Texas ("**County**"), acting through its duly elected officers, and Lucky 7 Solar Farm LLC ("**Owner**"). This Agreement shall become effective upon final signature by both parties (which date shall be the "**Effective Date**") and shall remain in effect until fulfillment of the obligations described in herein, unless terminated earlier as provided herein.

WHEREAS, Owner is developing a solar energy project (the "Project and Improvements") to be located in the portion of Hopkins County, generally described in Exhibits A and B attached hereto and incorporated herein by reference (the "Project Area");

WHEREAS, the Project and Improvements consists of certain improvements that will be installed within the Project Area, including, but not limited to solar energy measurement, collection, conversion, generation, storage, dispatch, transmission and distribution systems, including all equipment and improvements necessary or useful for the conversion of solar energy into electricity and storage thereof (the "Project Improvements");

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

WHEREAS, the ownership, construction, operation and maintenance of the Project and Improvements will require access to, egress from, encroachments onto, crossings of, and upgrades to County roads, County owned rights-of-way, and County-held right-of-way easements collectively "Road Usage"; and

WHEREAS, Owner desires to receive and County is willing to grant permission for such Road Usage subject to the conditions and provisions of this Agreement;

**NOW, THEREFORE, IT IS AGREED TO BY AND BETWEEN THE COMMISSIONERS COURT OF HOPKINS COUNTY, TEXAS, AND OWNER:**

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 County hereby grants to Owner and its successors and assigns permission to utilize the County roads during the development and construction phases of the Project and Improvements, and thereafter for operation and maintenance of the Project until it is fully decommissioned, for access to, egress from, crossings of, upgrades to, including the construction, installation, and maintenance of access driveways and driveway aprons, (collectively the "Access Improvements") and; construction, installation, and maintenance of overhead and underground crossings County roads with electrical transmission and distribution facilities, telecommunication apparatus, and other appliances, signs, facilities and fixtures for use in connection with the foregoing, including, without limitation, other overhead and underground and above ground conductors, conduits, poles, lines, pads, transformers, switches, cabinets and vaults (the "Transmission and Communication Facilities"). All underground Transmission and Communication Facilities shall be installed to a depth of at least four (4) feet below the then-existing lowest surface elevation. Owner shall be solely responsible, in its sole discretion, for the design and configuration of the Transmission and Communication Facilities. The Access Improvements and Transmission and Communication Facilities that will be constructed, installed, and maintained within County roads are collectively referred to herein as the "Encroaching Facilities" The location of such crossing(s) or installation (s) shall be proposed in writing to the County and approved by the Precinct Commissioner prior to installation.

Owner shall, by contract, cause its prime contractor and major equipment suppliers to restrict their travel to and from the Project Area to the following County roads:

A. County Road 1114

Owner may add additional County roads to the list of roads upon which it may travel to and from the Project and Improvements, upon written notice to and consent from the County, such consent not to be unreasonably withheld, conditioned, or delayed.

3. After the completion of the Road Improvements defined in Exhibit A, Owner will repair any damage to the improved County roads caused by its installation, maintenance, or repair activities, including any damages caused by its contractors or subcontractors. Any poles or other Project Improvements that will be installed at the surface of the real property within the County rights-of-way or easements require 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 Project 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. Owner will be wholly responsible for damage to County roads and rights-of-way (including bridges, culverts, ditches, etc.), if said damage is caused directly thereto as a result of the

construction of the Project and Improvements or Access Improvements, or directly as a result of operations and maintenance activity conducted on the Project and Improvements, Encroaching Facilities or Access Improvements (normal wear and tear excluded), including:

- a. Actual costs incurred by County to maintain County roads and rights-of-way in an effort to keep County roadways safe for the traveling public will be tracked by County, and damage caused by Owner shall be reasonably documented by County, discussed with Owner, and invoiced to Owner, who shall remit payment within sixty days (60) of receipt of billing;
- b. Charges to Owner shall be based on a methodology designed to evaluate the isolated impact of Owner's use of the County roads and will be limited to actual and reasonable repair costs incurred by County and documented and invoiced to Owner as described on Section 4(a) above. These costs will include all reasonable construction costs as well as all related professional services for the repair work, not to exceed 110% of a cost estimate delivered to Owner by a qualified third-party road construction contractor.
- c. Subject to County approval, which shall not be unreasonably withheld, Owner may conduct dust control and grading activities on County roads utilized for the Project and Improvements.
- d. Notwithstanding the foregoing, County hereby preserves all rights and remedies provided under Chapter 251 of the Texas Transportation Code.

5. Owner shall, on or before September 1st of each Calendar Year after the commercial operations date of the Project and Improvements ("COD") certify annually to County its compliance with this Agreement by providing a written statement of compliance to the County Judge.

6. Owner shall have the right from time to time, upon the prior written consent of County, which shall not be unreasonably withheld, conditioned, or delayed, to assign or transfer, in whole or in part, this Agreement or Owner's interests in this Agreement. Owner (or its assigns) may, without County's consent, assign, pledge, and mortgage or transfer its rights and privileges under this Agreement to any lender of Owner (or such successors or assigns), or any purchaser pursuant to a foreclosure sale, assignment in lieu of foreclosure, or otherwise (collectively, "**Mortgagee**") without the prior written consent of County. County and Owner agree, for the benefit of Mortgagee, that for so long as any such mortgage remains in effect: (i) this Agreement shall not be modified or amended without the prior written consent of the Mortgagee, and County shall execute such estoppel certificates and non-disturbance agreements as are reasonably required by Mortgagee; (ii) County shall give written notice to Mortgagee if Owner fails to perform any obligations under this Agreement or of any intent by County to pursue remedies as a result of Owner's failure of performance, and Mortgagee shall have sixty (60) days following notice by County to Mortgagee to cure such failure of performance and to thereby continue this Agreement in full force and effect, provided that if within such sixty (60) day period Mortgagee notifies County that it must foreclose on Owner's interest or otherwise take possession of Owner's interest under this Agreement in order to cure the default, County shall not terminate this Agreement and shall permit Mortgagee a sufficient period of time as maybe necessary for Mortgagee, with the exercise of due diligence, to foreclose or acquire Owner's interest under this Agreement and to

perform or cause to be performed all of the covenants and agreements to be performed and observed by Owner; and (iii) County shall allow Mortgagee the right to assume all rights and obligations of Owner upon any termination of this Agreement or in the event of a foreclosure or assignment in lieu of foreclosure of Owner's interests herein, and County shall, if requested by Mortgagee, promptly enter into a new Agreement with Mortgagee on the same terms and provisions set forth herein.

7. This Agreement shall remain in full force and effect until the expiration or termination hereof and shall inure to the benefit of and be binding upon County and Owner and to its respective transferees, successors and assigns, and all persons claiming under them.

8. 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 Hopkins County, to the County Judge at his or her published address, and (ii) if to Owner, as follows:

Lucky 7 Solar Farm LLC  
c/o Sabanci Renewables  
Attn: Atilla Akarsu  
701 Brazos Street, Suite 1540  
Austin, TX 78701  
Telephone: (737) 309-7452  
Email: [aakarsu@sabancict.com](mailto:aakarsu@sabancict.com)

With a copy, which shall not constitute notice, to:

Amit Kumar Sharma  
Email: [Aksharma@sabancict.com](mailto:Aksharma@sabancict.com)

9. 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 herein, 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.

10. Within 30 days after the County's approval and execution of this Agreement at a regularly called meeting of the Commissioners Court, Owner shall remit to County a fee of \$7,500.00 which shall be used to offset soft costs incurred by the County in the development of this Agreement.

11. If a party hereto breaches any of its obligations under this Agreement, such party shall cure such breach within thirty (30) days after such notice is given by the other party and thereafter shall diligently prosecute such cure; provided, however, that such 30-day period may be extended an

additional 90 days to complete such cure so long as the cure was commenced within the initial 30-day period. If the defaulting party remains in default of this Agreement after all applicable cure periods hereunder, the non-defaulting party shall have the right to pursue all remedies available at law or equity, including but not limited to a suit for damages for any compensable breach or noncompliance herewith and/or an action for specific performance or injunction. All remedies provided herein or by law or equity shall be cumulative and not exclusive.

12. In assuming and performing the obligations of this Agreement, Owner and County are each acting as independent parties, and neither shall be considered or represent itself as a joint venturer, partner, agent, or employee of the other. There is no intent by Owner or County to create or establish third-party beneficiary status or rights in any third party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and Owner and County expressly disclaim any such third-party benefit.

13. If any term or provision (or application of a term or provision) of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby. Any term or provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.


15. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver.

16. Each party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the Agreement or any earlier draft of the same.


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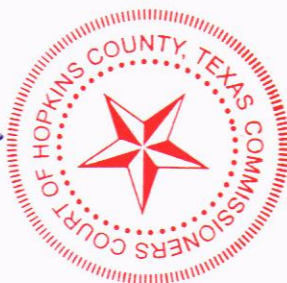
IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County as authorized by the County Commissioners Court and executed by OWNER on the respective dates shown below.

**HOPKINS COUNTY, TEXAS**

By:   
Robert Newsom, County Judge

Date: 4-14-26

  
Attest: Tracy Smith, County Clerk



LUCKY 7 SOLAR FARM LLC

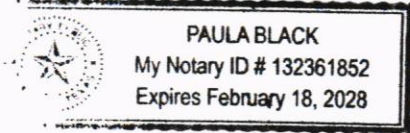
By SABANCI RENEWABLES

By: [Signature]

Date: 04/09/2026

Print Name: Atilla Akarsu

Print Title: Treasurer



STATE OF TEXAS )

COUNTY OF TRAVIS )

The foregoing instrument was acknowledged before me on 4/09/2026, by ATILLA AKARSU as TREASURER of SABANCI RENEWABLES

[Signature]

NOTARY PUBLIC

Residing at: 701 BRAZOS #1540

AUSTIN, TEXAS 78750

My Commission Expires:

02/18/2028

## EXHIBIT A

### Location, Scope, Beginning and Ending Points, and Specifications of Access Improvements to be provided by Owner in the Project Area

1. **Roadway Name or Designation:**

County Road 1114

2. **Type of Facility:**

Two Lane Rural

3. **Existing Surface:**

Asphalt

4. **County Road Improvements Approximate Limits:**

County Road 1114:

Begin: 33.079688°, -95.725797°

End: 33.079668°, -95.726125°

5. **Process and Scope of Work:**

a. **PRIOR TO PROJECT COMMENCEMENT:**

CR 1114 shall be constructed as described in paragraph (b) below from FM 3389 near 33.079688°, -95.725797° to a point not less than 100 feet west of the intersection of CR 1119 with CR 1114.

**County Road 1114 will be used as the primary ingress-egress route for this project.** Other roads will be used only as necessary, and only with the prior consent of the respective County Commissioner.

- b. In addition to constructing CR 1114 as required in section (a) above, a performance bond, payable to the County Judge or to the Judge's successor in office, in the amount of \$500,000.00 (Five Hundred Thousand dollars) to ensure proper construction of improvements on CR 1114, executed with sureties as may be approved by the Court, will be required.

See Hopkins County Standard Roadway Cross Section, Exhibit D, for 40 Foot Right of Way for widths of subgrade, base, and driving surface as required in paragraph (b) below.

Owner will conduct and provide County with date-stamped video and photo-documentation of pre-construction and post-construction road conditions. Owner will be responsible for repairing all public road damage that arises from the Project and Improvements' construction activities, such that roads will be maintained during construction and left in the same or better condition as documented prior to construction.

All trees overhanging the traveled roadway shall be trimmed to a height of not less than 15 feet above the centerline of the traveled roadway. Any trees within the 40-foot prescriptive county ROW may be removed to accommodate the construction of CR 1114 with permission of the respective County Commissioner.

Signage shall be installed at the locations indicated in Exhibit C to prevent construction traffic from using unapproved routes to access the project.

Owner shall notify the Respective County Commissioner at least 48 hours prior to performing any work within county ROW.

- c. Owner will be responsible for all road damage related to the Project and Improvements on CR 1114 and damaged areas on any other county roads in the vicinity of the Project, will be constructed or repaired per the following requirements:
- i. Subgrade stabilization - Minimum six inches or as designed by a licensed Professional Engineer after review of geotechnical recommendations for the soil conditions existing on each road.

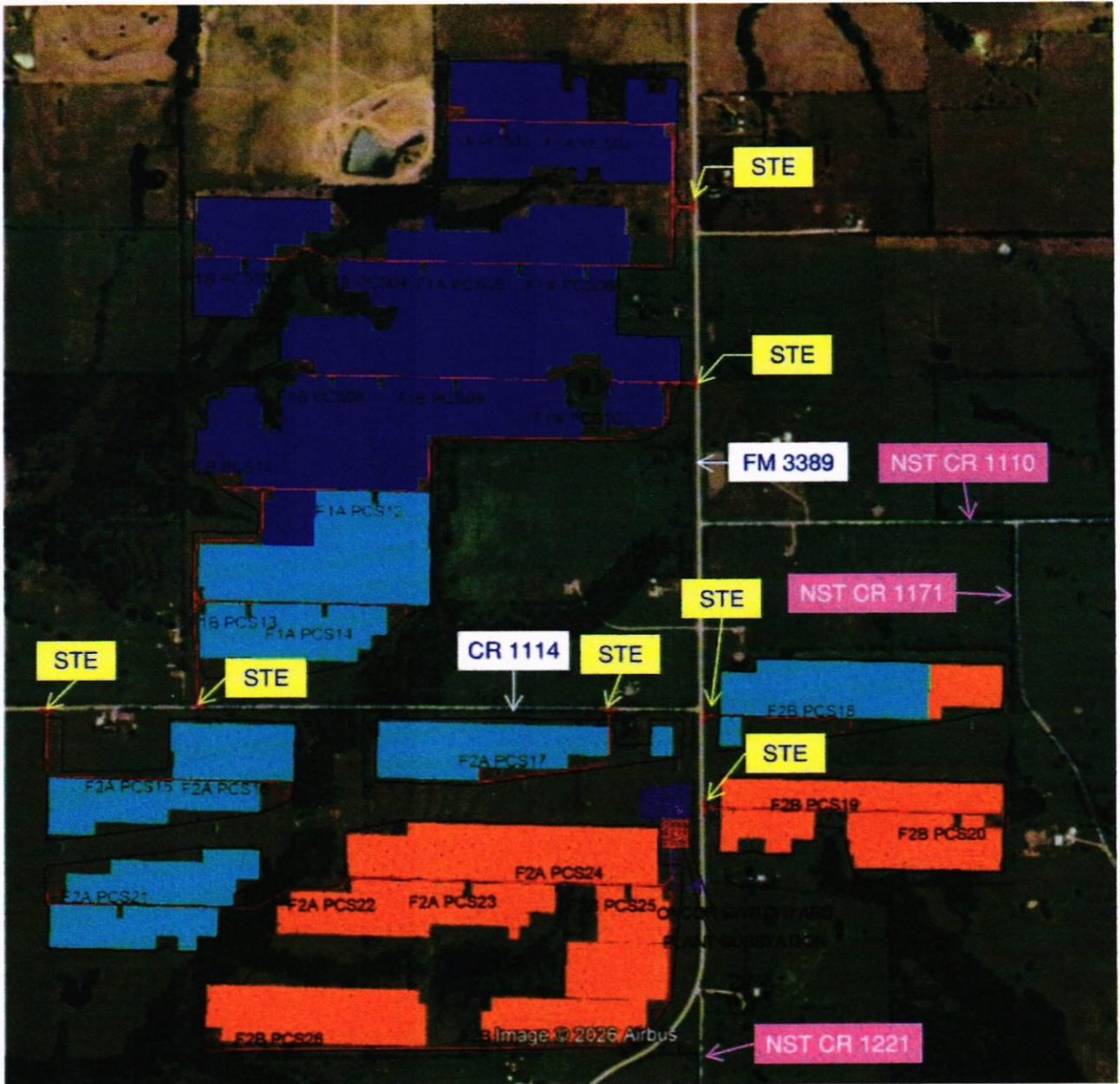
Borings shall be taken each one half mile and to a depth of five feet. The design and geotechnical report shall be submitted to the County for approval which shall not be unreasonably withheld, conditioned, or delayed.

- ii. Road Base -Minimum six inches of flexible base material, Type A, Grade 1, compacted to 95% density (TxDOT Standard)
- iii. Minimum two inches of H.M.A.C. Type D, compacted to 91%-95% of maximum theoretical specific gravity. One course of prime coat shall be placed on the base before H.M.A.C. placement. As an alternative, one course of prime coat with chip seal may be approved by the respective County Commissioner.
- iv. The Owner will contract with a third party, TxDOT approved testing laboratory, to monitor, test, and provide test reports to the County Commissioner whether the above construction specifications have been met or not.
- v. Drainage features shall be returned to pre-construction, or better, conditions. Owner to provide culverts with minimum diameter of 36 inches or as specified by the Respective County Commissioner.
- vi. All project entrance driveways must be permitted in advance by the Respective County Commissioner. Contact Shannon Pennington by email at [spennington@hopkinscountytexas.org](mailto:spennington@hopkinscountytexas.org) for the permit.
- vii. Owner shall remediate damaged roads caused by the Project and Improvements' construction activities, as soon as reasonably possible as to not inhibit traffic or endanger public safety.

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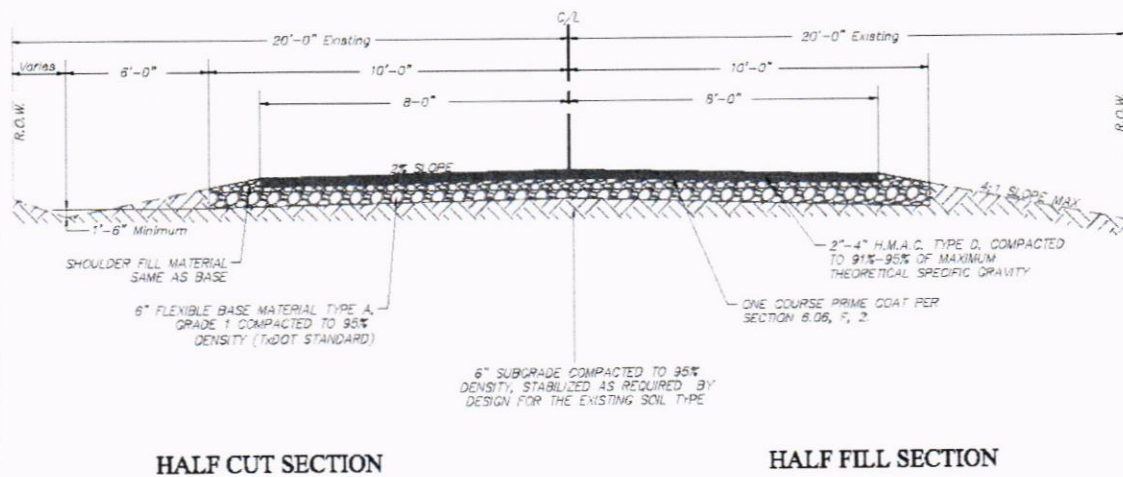


# EXHIBIT C



# EXHIBIT D

## STANDARD ROADWAY CROSS SECTION FOR 40 FOOT RIGHT OF WAY



HOPKINS COUNTY, TEXAS

118 Church Street  
Sulphur Springs, Texas 75482  
Phone: 903-438-4006  
hopkinscountytexas.org

SCALE: NTS

DATE: 01/05/2026

REVISIONS: