PER VERBAL AGREEMENT WITH COMMISSIONER CLYDE RIDGE FOR COUNTY ROADS 941 934 930

ATTN: CLYDE RIDGE

Permit # 2463

SPECIAL ROAD USE AGREEMENT, CONTRACT AND PERMIT

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FREESTONE §

The undersigned, hereinafter called Applicant, by and through its duly authorized agent, enters into and makes this agreement with the Commissioner's Court of Freestone County, Texas, pursuant to Article 623.018 of the Texas Transportation Code, in order to obtain a permit to use public roads and bridges in Freestone County, Texas for vehicle and combination of vehicles having a gross weight greater than thirty thousand (30,000) pounds or a greater weight than ten thousand (10,000) pounds carried on any one axle.

1.

DEFINITION:

Vehicles means any vehicle, tractor, or combination of vehicles, with or without loads, having a gross weight greater than thirty thousand (30,000) pounds or a greater weight than ten thousand (10,000) pounds carried on any one axle and includes any such vehicles operated by Applicant or its agents, employees, servants or independent contractors in the course of Applicant's business.

2.

Applicant agrees to use its vehicles only on those sections of the county roads which are evidenced by and indicated in ink on the attached county map which is made a part of this agreement and is incorporated herein by reference for all purposes. It is understood that the provisions of Paragraph Nos. 3 and 4 apply to Applicant's vehicles operating on any Freestone County road whether with or without a permit.

3.

It is expressly understood that Applicant and not Freestone County shall be responsible for any damage of whatever nature including property damage and personal injury that may result from the movement of Applicant's vehicles over any Freestone County road whether described in this permit or not and agrees to indemnify Freestone County for any liability so incurred.

Applicant hereby agrees to accept all responsibility and liability for damages of whatever nature to the road bed, road surface, bridges, culverts, signs, structures, fences, right of ways, etc., that may result from the movement of Applicant's vehicles over the roads described in this permit or any other Freestone County road.

Applicant also agrees to report any such damage immediately to the County Commissioner of the precinct where the damage occurred and to immediately repair any such damage to the satisfaction of said commissioner, and to keep such damaged road open to the traveling public at all times. If applicant shall fail to repair such damages in the manner as above described upon five (5) days written notice to Applicant at the address shown on this agreement, Applicant shall reimburse Freestone County for the cost of repairing any damages as specified by the County Commissioner in whose precinct the damage occurred.

It is understood that the failure of the Applicant to either repair such damage or pay the cost of reimbursement as above described within thirty (30) days after billing to Applicant's address as shown on this application, shall be grounds for the Freestone County Commissioner's Court to immediately suspend Applicant's permit and immediately file suit for such damages.

4.

Once a permit has been suspended or if Applicant is operating vehicles on county roads without a permit, Applicant agrees that damages are not an adequate remedy at law for the enforcement of Freestone County's rights and that Freestone County may maintain an action for injunctive relief to prohibit Applicant's vehicles from using any Freestone County road without a permit. It is further agreed that Freestone County shall be held harmless for any actual, incidental, consequential, or any other damages Applicant might suffer as a result of any action by Freestone County involving any such injunctive relief. No legal action by Freestone County shall be considered an election and Freestone County is free to seek all remedies available at law or by equity to enforce the terms of this agreement or any other legal right available.

5.

Applicant agrees to post a surety in the amount of $_____ to the Freestone County Commissioner's Court to ensure performance of this agreement. All bonds shall be submitted to the Freestone County Attorney for his approval and no permit shall be issued if a bond is required until said bond has been approved.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted by him by Article 251.153 and Article 251.157 of the Texas Transportation Code but the rights and authority granted the Commissioner by terms of Article 251.153 and Article 251.157 of the Texas Transportation Code are expressly reserved by the Commissioner in the event Applicant fails to abide by the conditions above set forth.

WITNESS our hands this the 19th day of November, 2025.

Cold Creek Construction, Ltd.
Applicant

PO Box 839
Applicant's address

Jewett, TX 75846

Judd Henderson

Phone no. 903-388-9795

This permit is hereby approved and application is granted for a road use permit for its vehicles over the road as indicated on the attached Freestone County Map for a period of one (1) year from the date of its issuance.

County Judge

Commissioner, Pct. #1

Commissioner, Pct. #2

Commissioner, Pct. #3

Commissioner, Pct. #4

FILED FOR RECORD
At 9 o'clock A M

DEC 03 2025

RENEE GREGORY
Clerk County Court, Freestone County, Texas
By Renee Gregory

COMMISSIONERS COURT FREESTONE COUNTY, TEXAS

SENT BY DAVID MASON
COLD CREEK CONSTRUCTION
CELL - 254-625-3027