Permit # 2470

Application Date: 7/23/2026

Company Name: Expand Operating LLC

Roads: County Road 241

Automatically issue another permit under the same bond for 90 days: CKck

Applicant Initial in Agreement

ROAD USE AGREEMENT, BOND, AND PERMIT

WHEREAS, Freestone County, Texas (the "County" or "Freestone County") is familiar with (the **"Project"**) contemplated by Applicant (the **"Project"**) in the portion of the County described on Exhibits attached hereto and incorporated herein by reference (**"Project Area"**);

WHEREAS, Applicant (**"Applicant"**) contemplates making certain improvements to the real property located within the Project Area (the **"Improvements"**);

WHEREAS, the undersigned, Applicant, by and through its duly authorized agent, enters into and makes this agreement with the Commissioners Court of Freestone County, Texas, pursuant to §623.018 of the Texas Transportation Code and any other applicable statutes which gives the County authority to require a permit to use county roads and bridges in Freestone County, Texas if transportation of heavy, oversized equipment by Applicant may cause substantial damage to Freestone County roads;

WHEREAS, no part of the Project Area is located within the city limits of any towns within Freestone County, and no part of the Project Area is located within the extraterritorial jurisdiction of any city within the County;

WHEREAS, the ownership, construction, operation, maintenance, and decommissioning of the Improvements will require access to, egress from, encroachments into, crossings of, and possibly upgrades to one or more roads maintained by Freestone County, or other county owned or maintained rights-of-way, and, or county held right-of-way easements located in Freestone County, Texas (collectively and as more fully described herein, the "Road Usage");

WHEREAS, by its dedication, use, and/or maintenance of the roads and holder of County rights-of-way and right-of-way easements in the County, the Commissioners Court of Freestone County has the authority on behalf of the County to permit the Road Usage;

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

NOW, THEREFORE,

BE IT ORDERED BY THE COMMISSIONERS COURT OF FREESTONE 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, and the following terms shall be referred to herein as the **"Agreement"** between the County and Applicant.

2. Applicant shall repair any material damages that pose a safety risk or are otherwise severe damage caused by Applicant or Applicant's contractors or suppliers during the course of constructing, repairing or maintaining the Improvements, and with respect to non-material or minor repairs shall by the end of construction of the Improvements return such roads to as good or better than the condition such roads were in prior to their use by Applicant or Applicant's contractors or suppliers. Obligations in this Agreement regarding damages or damage repairs do not include ordinary wear and tear.

a. Prior to the commencement of any work, or in advance of any subsequent modifications, Applicant will provide to the County a map identifying those roads (the **"Designated Roads")** which will be utilized during the construction of the Improvements to develop, install, or construct the Improvements, and any points of access to property, with such map of the Designated Roads to be approved by the County in its reasonable discretion. If, during the construction of the Improvements, Applicant proposes that one or more additional county-maintained roads be added to the list of Designated Roads, Applicant shall submit a written notice identifying such additional roads to the County, and the County shall not unreasonably withhold, delay, or condition its consent to adding such roads to the list of Designated Roads.

b. Applicant will coordinate with the Commissioner of the Precinct responsible for the roads to be used by Applicant during the construction of the Project.

c. It is understood by Applicant that no county roads other than the Designated Roads may be used for ingress or egress. Applicant shall be liable for damage it, its contractors or suppliers cause to the undesignated road. For a Designated Road damage shall be presumed to have been caused by vehicles traveling to and from the Project unless specifically proven otherwise. On reasonable request by Applicant to add additional Designated Roads, County will not unreasonably withhold its consent to any such additions. The County's consent must be in writing and approved by the Commissioners Court.

d. Where prudent engineering and design suggests appropriate, Applicant, will, at its sole cost 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 purposes 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 axle, and any load more than 12 feet in width.

e. Maintenance and Repair of Designated Roads.

   i. *During the Construction of the Improvements.* It is understood that maintenance of the Designated Roads shall be performed by Applicant during the construction of the Improvements, and such maintenance shall include all work necessary to maintain the Designated Roads.

f. All pre-construction preparation of the Designated Roads by Applicant, including the widening of roads pursuant to subsection (i) below, shall have the prior approval of the County and property owners affected by any widening (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), 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 preparation or repair by Applicant cannot be performed by Applicant or in the event Applicant fails to perform this covenant within 30 days of a demand that it do so from the County (or in a longer commercially reasonable time period agreed to with County consent not to be unreasonably withheld), then the County may perform the road repair required of Applicant pursuant to this section and Applicant agrees to reimburse the County for its reasonable and necessary costs in repairing such roads. Applicant agrees to pay the cost of any such repairs within 30 days of the date Applicant is billed for such services by the County; if Applicant fails to timely pay the cost of such repairs, the County shall be permitted to access the Financial Assurance in the manner described in subsection (l) below.

g. Applicant may not widen or change the course of any County road without the consent of the County 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 consent from the County shall not be unreasonably withheld, conditioned, or delayed so long as Applicant is not in default in its obligations under this Agreement. As a condition to granting such consent the County may require Applicant 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. Applicant 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 Applicant 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 replaced or repaired by Applicant, subject to supervision and approval of the County.

j. The Applicant agrees to post a surety bond in the amount of $ 300,000 to the Freestone County Commissioners 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. This Agreement will terminate in 2 years unless the Applicant submits a letter acknowledging which roads are still being covered by the bond. If the updated acknowledgement is submitted timely the original surety bond will continue in place if requested by the Applicant.

k. Applicant agrees to defend, indemnify and hold harmless Freestone County and its officers, representatives and employees against any and all losses, damages, claims, expenses and liabilities for physical damage to the property of Freestone County or to any person, including reasonable attorney's fees arising out of the Project with respect to (1) operations of Applicant, or any of its contractors or subcontractor for any intentional act or omission on the part of Applicant, 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 Applicant, or its contractors and subcontractors, and (3) any breach of this Agreement by Applicant. This indemnity agreement shall survive after the conclusion of all construction and the commencement of commercial operations of the Project for a period of two (2) years.

l. Applicant 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 limits of $1,000,000.00 per occurrence and a $2,000,000 aggregate limit, and (3) Automobile Liability insurance with a

combined single limit of $1,000,000. Certificates of Insurance will be provided upon request to the County. Freestone County will be identified as an additional insured on all insurance policies related to the Project. Limits can be achieved by any combination of primary and excess policies.

3. The Commissioners Court hereby grants permission to Applicant, 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 Designated Roads for the Road Usages described herein, including but not limited to, access and egress to and from the Applicant Project Area.

4. That the permission granted in Ordering Paragraph 3 includes the installation, operations, maintenance, repair, and decommissioning of the Project and Improvements, and an authorization to require upgrade of such roads where necessary and conduct geo-technical and other preliminary construction analysis of such roads and rights-of-way. Applicant must provide the County with notice and a map identifying the location of such Improvements in the Project Area with reference to the Designated Roads before Project construction work on such roads begins. If any County roads must be upgraded in connection with such construction work, Applicant will perform such upgrade work at its cost. The County may inspect such road upgrade work and Applicant 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 Project construction (such standards being those agreed to by all parties). Applicant must repair any damage to the County roads caused by its installation, maintenance or repair activities in accordance with Ordering Paragraph 2 of this Agreement.

PASSED AND APPROVED at this public hearing of the Freestone County Commissioners Court, at which a quorum was present, on the 29th day of July, 2026.

Lloyd Lane
Freestone County Judge

Andy Bonner, Commissioner
Precinct No. 1

Richard McGowan, Commissioner
Precinct No .3

Will McSwane, Commissioner
Precinct No. 2

Clyde Ridge, Commissioner
Precinct No. 4

ATTEST:

Renee Gregory, County Clerk

Christy Keith **- Regulatory Manager**

Signature of Authorized Agent

COMMISSIONERS COURT FREESTONE COUNTY, TEXAS

FILED FOR RECORD
At 9 ,o'clock A M

JUL 29 2026

RENEE GREGORY
Clerk County Court, Freestone County, Texas
By