



PRINCE EDWARD COUNTY
PLANNING COMMISSION
April 21, 2021

AGENDA

Due to the COVID-19 Emergency, the Prince Edward County Planning Commission is operating pursuant to and in compliance with the County's "EMERGENCY CONTINUITY OF OPERATIONS ORDINANCE." While physical (in-person) access to these public meetings is not permitted, the public may participate in these meetings by calling: **1-844-890-7777, Access Code: 390313** (If busy, please call again.)

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Public Participation and Public Hearing comments for Planning Commission meetings will be received by Karin Everhart, Deputy Clerk to the Planning Commission, using one of the following methods:

1. **Written Comments:** Please limit word count to no more than 500 words. Must be received by 2:00 p.m. the day of the meeting.
  - a. **Mailed:** Planning Commission, P.O. Box 382, Farmville, VA 23901.
  - a. **E-Mailed:** Planning Commission: [info@co.prince-edward.va.us](mailto:info@co.prince-edward.va.us)
  - b. **County Dropbox:** Written comments may also be placed in the County "payment dropbox", located in courthouse parking lot by 2:00 p.m. the day of the meeting.
2. **Verbal Comments:** Citizens may also participate remotely during the meeting. Using the meeting call-in information provided above, citizens may **phone-in to the meeting and provide comments during the Public Participation/Public Hearing portion of the agenda**; however, **citizens must pre-register** with the County Administrator's Office at 434-392-8837 by 2:00 p.m. the day of the meeting. Callers must be on the line and ready to speak when called upon by the Chair. Please state your name and district of residence. Based upon the # of pre-registered speakers, the Chair will determine the time allotted to each speaker.

- 7:00 p.m.
1. The Chairman will call the April 21, 2021 meeting to order
  2. Approve Minutes
  3. Public Hearing. Special Use Permit – Israel Yoder DBA Country Corner Dairy – Grade M Milk processing facility with retail storefront, Tax Map 073-A-9 9
  4. Public Hearing. 2232 Review – Prince Edward CSG LLC – Community Solar Facility, Tax Map 057-A-11 21
  5. Public Hearing. Special Use Permit – Prince Edward CSG LLC – Community Solar Facility, Tax Map 057-A-11 29
  6. Review of Supervisors Actions
  7. Old Business
  8. New Business

Next Meeting: May 18, 2021 at 7:00 p.m.

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County of Prince Edward  
Planning Commission  
Agenda Summary

**Meeting Date:** April 21, 2021  
**Item No.:** 2  
**Department:** Planning and Community Development  
**Staff Contact:** Robert Love  
**Issue:** Approval of Minutes

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**Summary:**  
For approval.

**Attachments:**

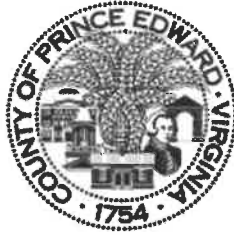
June 16, 2020 Draft Planning Commission meeting minutes.

Motion \_\_\_\_\_  
Second \_\_\_\_\_  
Prengaman \_\_\_\_\_

Paige \_\_\_\_\_  
Sandlin \_\_\_\_\_  
Jenkins \_\_\_\_\_

Hunt \_\_\_\_\_  
Gilliam \_\_\_\_\_  
Leatherwood \_\_\_\_\_

Jones \_\_\_\_\_  
Watson \_\_\_\_\_  
Peery \_\_\_\_\_



**Prince Edward County Planning Commission  
Meeting Minutes  
March 17, 2021  
7:00 pm**

|                  |                                          |                                          |
|------------------|------------------------------------------|------------------------------------------|
| Members Present: | John “Jack” W. Peery, Jr., Vice Chairman | Preston L. Hunt                          |
|                  | Henry Womack                             | Robert “Bobby” Jones                     |
|                  | Whitfield M. Paige                       | Teresa Sandlin                           |
| Absent:          | John Prengaman, Chair                    | Mark Jenkins                             |
|                  | Clifford Jack Leatherwood                | Cannon Watson                            |
| Staff Present:   | Robert Love, Planning/Zoning Director    | Douglas P. Stanley, County Administrator |

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Vice-Chairman Peery called the March 17, 2021 meeting to order at 5:30 p.m.

**In Re: Approval of Minutes**

Commissioner Jones made a motion, seconded by Commissioner Paige, to approve the meeting minutes from January 19, 2021 as presented; the motion carried:

|         |                           |      |        |
|---------|---------------------------|------|--------|
| Aye:    | Preston Hunt              | Nay: | (None) |
|         | Robert M. Jones           |      |        |
|         | Whitfield M. Paige        |      |        |
|         | John “Jack” W. Peery, Jr. |      |        |
|         | Teresa Sandlin            |      |        |
|         | Henry Womack              |      |        |
| Absent: | John Prengaman            |      |        |
|         | Mark Jenkins              |      |        |
|         | Clifford Jack Leatherwood |      |        |
|         | Cannon Watson             |      |        |

**In Re: FY 2022-2024 Capital Improvement Planning (CIP) Process Overview**

Mr. Doug Stanley, County Administrator, said the Capital Improvement Plan (CIP) is intended as a guide to assist the Board of Supervisors in the development of the County's budget. The CIP process will begin with the submission of capital expenditure requests from County Departments and associated agencies in May. The Planning Commission will evaluate the requests using a list of twelve criteria. These criteria are similar to those developed by the Virginia Department of Housing and Community Development (DHCD) and used by other jurisdictions for evaluating capital projects. The use of evaluation criteria provides objectivity to the evaluation process.

The Commission, using the criteria scores, will determine a recommended priority for the various requests. Representatives of departments making expenditure requests will be invited to comment on the proposed plan. The Planning Commission will then hold a public hearing on the proposed CIP before making a formal recommendation to the Board of Supervisors.

It should be noted that the CIP is strictly advisory. Once the plan is adopted, individual project priorities may change throughout the course of the year. It is quite possible that a certain project may not be funded during the year indicated in the CIP.

The Prince Edward County CIP includes major capital projects that are: 1) Non-recurring 2) Should have a "useful life" of five years or more 3) The estimated cost of the expenditure must exceed \$50,000 for a general government project and \$100,000 for a school project. Expenditures above this amount will be considered "capital", and those below it "operating". Projects included in this document address facilities development and/ or improvement, infrastructure and large equipment needs.

Each project will be associated with a specific operating department and will include prior funding, estimated expenditures over the next five years and the total estimated cost of the project. All figures used represent estimated expenditures of the County. Also included for each project is a complete description, justification, possible funding source, impact on departmental operating budget and the project's relationship to the County's Comprehensive Plan.

Mr. Stanley said the process is expected to take approximately eight months; he said public hearing will be held and the CIP final document in or around September, then the Board can hold a public hearing in October. He said this is the 2022-2024 CIP; the Board, in discussion regarding the budget, is looking to include funding to implement some of these projects, such as taking care of the appearance of the convenience sites and paving them, likely one site per year. He said the Planning Commission will then evaluate each project using the criteria and prioritize them to present to the Board of Supervisors for final consideration.

Commissioner Jones made a motion, seconded by Commissioner Womack, to adopt the proposed schedule, criteria scoring sheets, and justification forms for the development of the Prince Edward County FY 2022-2024 Capital Improvement Plan; the motion carried:

|         |                           |      |        |
|---------|---------------------------|------|--------|
| Aye:    | Preston Hunt              | Nay: | (None) |
|         | Robert M. Jones           |      |        |
|         | Whitfield M. Paige        |      |        |
|         | John "Jack" W. Peery, Jr. |      |        |
|         | Teresa Sandlin            |      |        |
|         | Henry Womack              |      |        |
| Absent: | John Pregelman            |      |        |
|         | Mark Jenkins              |      |        |
|         | Clifford Jack Leatherwood |      |        |
|         | Cannon Watson             |      |        |

**In Re: Presentation on Corridor Overlay Districts**

Mr. Stanley stated over the years, Code changes were not added to the online version of Prince Edward County's Code, and the most current version is from 2006. He said the Board of Supervisors passed the Prince Edward County Corridor Overlay in 2013. He said that in 2012, he was asked by the Regional Council to speak about Overlay Districts and the one Prince Edward County adopted is mirrored from one he developed in Warren County.

Mr. Stanley discussed the value of an overlay district for a community. He said how a community looks is important not only to people that live there but also to new prospects who may make an investment in the community. He said there is a relationship between a community's appearance and its economic well-being. Attractive and well-planned communities always attract more visitor and customers than do ugly ones. He said Prince Edward County and Farmville are blessed to have scenic beauty, Green Front, Longwood University, Hampden-Sydney College, the High Bridge Trail, numerous State Parks, and many reasons for people to come to this community. He said when people

come to the area, we want them to have a great time. He said necessary elements include good access such as Route 460 and Route 15, good traffic volumes and public utilities. He said the Route 460 and Route 15 corridor are a great example of that.

Mr. Stanley stated “an Overlay District is a specific geographic area upon which additional land use requirements are applied, on top of the underlying zoning code, in order to promote a specified goal. Overlay districts may be used to allow greater flexibility in development types without undergoing a large-scale rezoning and offer enhanced protection and regulation.” He said the purpose of an overlay district is to protect and improve the visual quality along the corridors, and provide guidelines to ensure buffering, landscaping, lighting, signage and proposed structures are consistent with the County’s character.

Mr. Stanley said the Overlay District addressed things such as building and parking set-backs, outdoor storage and signage, service and access roads, entrance and entrance spacing, building materials, fencing, and landscaping. He said they also maintain the service of the main highway, by spacing the stop lights, making sure there are turn lanes and funnel commercial traffic to the stop lights. He said parking lots should be at the side and rear, or if in the front, a berm, or visual buffer, is added to help screen the cars from the view from the highway. He stated building materials such as stucco, brick, architectural block, wood siding are encouraged; he presented an example, stating “no façade visible from the adjoining property or corridor highway should be constructed from unadorned cinder block, corrugated metal or sheet metal.” Building location and treatment would be developed as a cohesive unit, ensuring the building placement, architectural treatment, vehicular and pedestrian traffic work together functionally and aesthetically. He said signage must follow standards; outdoor storage and display of goods, and waste disposal areas all would be similar. Access and internal circulation would include inter-parcel connection with a shared entrance.

Mr. Stanley said the locality should have a plan in place before development arrives; national retailers should provide a regional flavor to development in the community. He said to make sure the development is integrated, with building materials, lighting, landscaping, trash receptacles, signage should be uniform. He stressed the locality can hold out for the design standards that the development must follow. He then presented several examples of projects that took place in Warren County.

Mr. Robert Love, Planning & Zoning Director, said the Overlay District is primarily right around the Granite Falls area on Route 15; he said the “RPC District” which is known as The Manor, which has the potential for development. He said there is a Turn Lane project at Worsham and a Roundabout Project at Fishin’ Pig. He said the development will come from the Town area, south of Walmart, to the Fishin’ Pig area. He said at one time, there were plans to extend the four-lane highway south to the Fishin’ Pig area; he said even though that didn’t occur, the Overlay District can use the 1,000 feet to make the two-lane portion of the roundabout seamless. He said the County will want to have a similar type of development to occur to match the Town. Discussion followed.

Mr. Stanley said it is important that the entrance to the community as a whole is attractive and coordinated in its development. He said there is a lot of land in the Town and County that will be redeveloped; he said the Town and County should work together to improve the corridors to make it more attractive and inviting so people will want to invest in redevelopment. He envisions good portions of Third Street, on both ends, being residential apartments such as at Sunchase. He added it will take time and this will not hinder development and actually helps the businesses that intend to invest the money in the community.

Mr. Love stated developers should be given a “Rule Book” as a tool to give the Planning Commission and the County more regulatory control; he said this makes it clear when building or re-doing a development. Discussion followed.

#### **In Re: Discussion of Planning & Zoning Fees**

Mr. Love presented a chart of proposed Planning and Zoning fees. He said a fee study was done of surrounding counties and towns; he said Prince Edward County is deficient in some things which cost the County money, and said currently there is no zoning permit fee, there is no fee for a site plan review, there is an adequate Conditional Use permit fees and Subdivision fees but there is no major Subdivision fee such as what would be necessary if VDOT would be involved, something well beyond five lots. Mr. Love said Conditional Use permits, Rezoning, Variances and Appeals cost the County money; they must be advertised [in the newspaper], the cost of mailings to the adjoining

neighbors and landowners for any public hearings that are held, all of that cost the taxpayers money. He said the proposed fee schedule puts everyone equal with the neighboring localities.

Mr. Love added that there is currently no charge for a Zoning Compliance letter which is a document that typically addresses zoning, setbacks, parking, and touches on every aspect of a development whether it is existing for compliance or being sold, or up for redevelopment. He said companies in the business of redevelopment expect to pay fees for these documents, and the taxpayer on a fixed income or a farmer should not have to pay to fund this review through taxes. These fees would have the development pay for itself. He said certifications for Stormwater and ENS have adequate fees, but the County is deficient from a cost recovery standpoint on the fee schedule.

Mr. Love said this will not impact the Enterprise Zone or any type of development the IDA is working on. He said the current fee schedule was adopted in 2005 and amended in 2007; fees are not posted online. Discussion followed.

Commissioner Hunt made a motion, seconded by Commissioner Jones, to approve for recommendation to the Board of Supervisors the proposed Planning and Zoning Fee Schedule as presented; the motion carried:

|         |                           |      |        |
|---------|---------------------------|------|--------|
| Aye:    | Preston Hunt              | Nay: | (None) |
|         | Robert M. Jones           |      |        |
|         | Whitfield M. Paige        |      |        |
|         | John "Jack" W. Peery, Jr. |      |        |
|         | Teresa Sandlin            |      |        |
|         | Henry Womack              |      |        |
| Absent: | John Prengaman            |      |        |
|         | Mark Jenkins              |      |        |
|         | Clifford Jack Leatherwood |      |        |
|         | Cannon Watson             |      |        |

**In Re: Review of Supervisors Actions**

Mr. Love reported the Board of Supervisors approved, by split vote, the request by Hampden-Sydney College for a Special Use Permit to operate an outdoor shooting range on Tax Map Parcel 064-A-45, with an address of 7128 Farmville, Road, Farmville, Virginia, with the conditions as set forth by the Planning Commission. He said this will be reviewed in one year from Board approval. He said this will be monitored to ensure the guidelines are followed.

**In Re: Old Business**

(None)

**New Business**

(None)

Vice-Chairman Peery adjourned the meeting at 6:40 p.m.

**Next Meeting: Wednesday, April 21, 2021 at 7:00 p.m.**

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**County of Prince Edward  
Planning Commission  
Agenda Summary**

**Meeting Date:** April 21, 2021  
**Item No.:** 3  
**Department:** Planning and Community Development  
**Staff Contact:** Robert Love  
**Issue:** Special Use Permit – Milk Processing Facility with Retail Store

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**Summary:**

The County has received an application for a Special Use Permit from Israel Yoder DBA Country Corner Dairy for a Special Use permit to operate a grade M milk processing facility to produce varieties of cheese with a retail store on Tax Map Parcel 073-A-9 on County Line Road, Cullen, VA, Attachment (1). This parcel is in an A1, Agricultural Conservation zoning district and this use is allowed in the district only after approval of a special use permit.

The public hearing notice was published in the April 9 and April 14, 2021 editions of the Farmville Herald, Attachment (2). The list of adjoining property owners and the sample letter sent to each can be found in Attachments (3) and (4). Attachment (5) is a copy of the tax map page that depicts the tax map parcel of the parcel and surrounding property. The parcel is outlined in blue.

The purpose of the Special Use is to allow for the location of a grade M milk processing facility with a retail storefront. County staff is of the opinion the use is compatible with the zoning district and will have minimal impact on surrounding properties.

**Attachments:**

1. Special Use Permit Application
2. Notice of Public Hearing
3. List of adjoining property owners
4. Sample Letter sent to adjoining property owners
5. Plat of Tax Parcel
6. Potential Conditions

**Recommendations:**

1. Conduct the Public Hearing and render a decision concerning the request for the Special Use.

Motion \_\_\_\_\_  
Second \_\_\_\_\_  
Prengaman \_\_\_\_\_

Paige \_\_\_\_\_  
Sandlin \_\_\_\_\_  
Jenkins \_\_\_\_\_

Hunt \_\_\_\_\_  
Womack \_\_\_\_\_  
Leatherwood \_\_\_\_\_

Jones \_\_\_\_\_  
Watson \_\_\_\_\_  
Peery \_\_\_\_\_



**County of Prince Edward  
Planning Commission  
Agenda Summary**

**Recommended Motions:**

I move that the Planning Commission recommend approval of the Special Use Permit request by Israel Yoder DBA Country Corner Dairy for a grade M milk processing facility with retail storefront with the following conditions:

*(list of conditions)*

I move that the Planning Commission recommend denial of the Special Use Permit request by Israel Yoder DBA Country Corner Dairy for a grade M milk processing facility with retail storefront due to the following:

*(list reasons)*

I move that the Planning Commission table the Special Use Permit request by Israel Yoder DBA Country Corner Dairy for a grade M milk processing facility with retail storefront until the next meeting in order to:

*(list reasons)*

Motion \_\_\_\_\_  
Second \_\_\_\_\_  
Prengaman \_\_\_\_\_

Paige \_\_\_\_\_  
Sandlin \_\_\_\_\_  
Jenkins \_\_\_\_\_

Hunt \_\_\_\_\_  
Womack \_\_\_\_\_  
Leatherwood \_\_\_\_\_

Jones \_\_\_\_\_  
Watson \_\_\_\_\_  
Peery \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PERMIT/APPLICATION NO \_\_\_\_\_  
ZONING DISTRICT \_\_\_\_\_  
MAGISTERIAL DISTRICT \_\_\_\_\_  
DATE SUBMITTED \_\_\_\_\_

**County of Prince Edward**

PLEASE PRINT OR TYPE

**PRINCE EDWARD COUNTY APPLICATION  
FOR SPECIAL USE PERMIT**

TO: PRINCE EDWARD COUNTY PLANNING COMMISSION      SPECIAL EXCEPTION REQUESTED:  
VIA: ZONING ADMINISTRATOR

The undersigned owner of the following described property hereby applies for a Special Use permit as provided in Section 5-124 of Article V, Site Plan requirements are found in Section 4-100 of Article IV Development Standards of the Zoning Ordinance of Prince Edward County, Virginia.

Applicant's Name: Country Corner Dairy Israel Yoder  
Applicant's Address: 3859 County Line Rd. Cullen Va. 23934  
Applicant's Telephone Number: (    ) \_\_\_\_\_

Present Land Use: Agriculture

Legal Description of Property with Deed Book and Page No. or Instrument No. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tax Map # 73A-9      Acreage: 43.750

Narrative statement evaluating effects on adjoining properties (noise, odor, dust, fumes, etc.); (Attach additional sheet if necessary.) diesel engine in block building

Statement of general compatibility with adjacent and other properties in the zoning district. (Attach additional sheet if necessary.) \_\_\_\_\_  
\_\_\_\_\_

Height of Principal Building (s): Feet 22      Stories 1

APPLICANT'S STATEMENT: (if not owner(s) of property):

I hereby certify that I have the authority to make the foregoing application, that the information given is complete and correct to the best of my knowledge, and that development and/or construction will conform with the regulations as set forth in the Prince Edward County Zoning Ordinance as written and also with the description contained in this permit application.

Signature of Applicant (if not property owner) \_\_\_\_\_ Date \_\_\_\_\_

PROPERTY OWNER(S) STATEMENT:

I hereby certify that I/We own the above described property, that the information given is complete and correct to the best of my knowledge, and the above person(s), group, corporation, or agent has the full and complete permission of the undersigned owner(s) to make application for a Conditional Use permit as set forth in the Prince Edward County Zoning Ordinance as written.

Israel Yoder      3-23-21  
Signature of Property Owner(s)      Date

Signature of Property Owner(s)      Date

Signature of Property Owner(s)      Date

NOTE: THIS PERMIT APPLICATION IS NOT VALID UNLESS ALL PROPERTY OWNER(S) SIGNATURES ARE AFFIXED AND DATED. ATTACH ADDITIONAL SHEETS IF NECESSARY.

Application Fee \$300.00      Fee Received by Isr. Yoder      Date 3/24/2021

The above mentioned application charges are nonrefundable, regardless of whether the permit application is approved or denied once submitted.

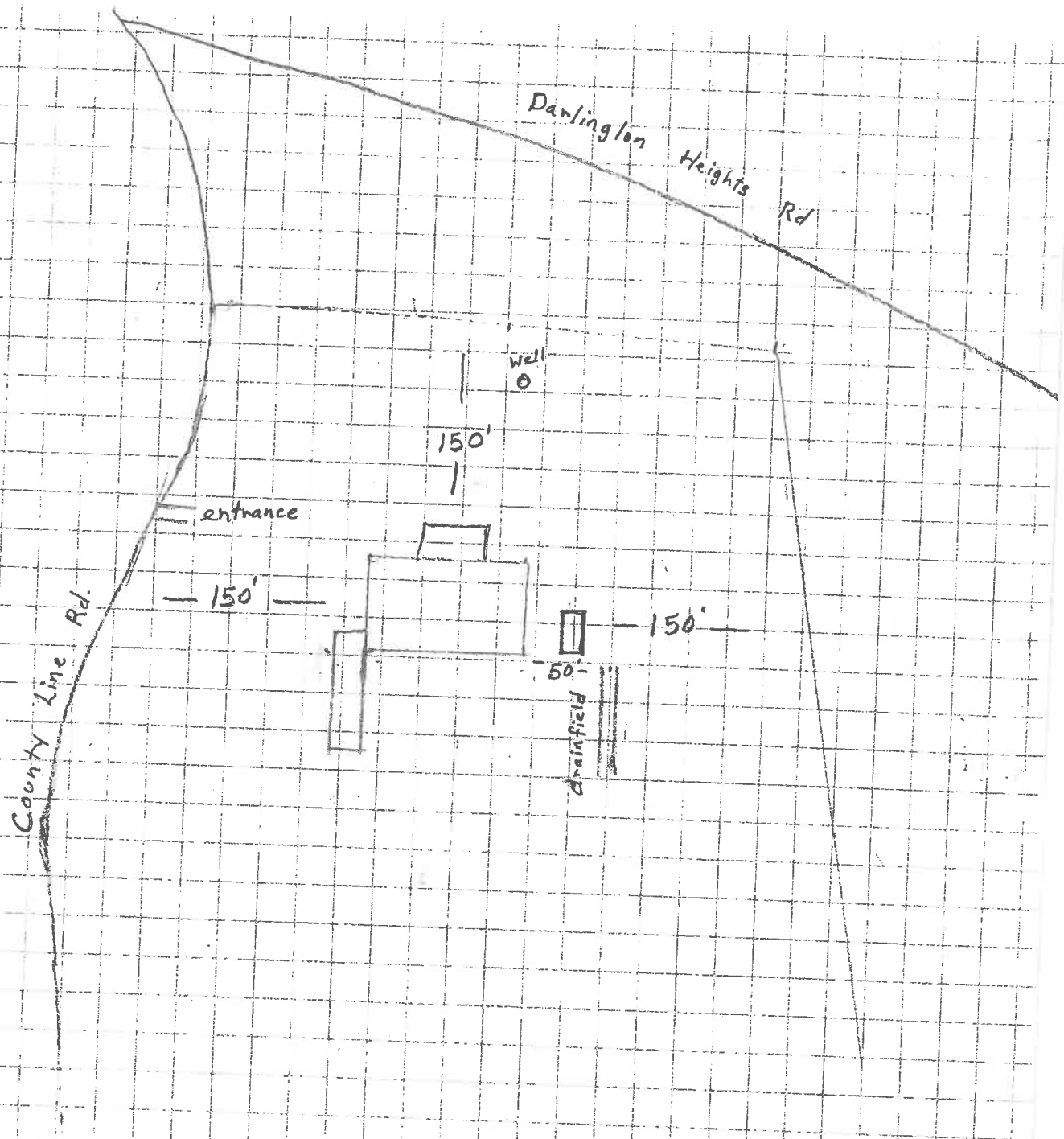
All checks for payment should be made payable to: Treasurer, Prince Edward County, Virginia.

Mail to: Department of Planning &  
Community Development  
P. O. Box 382  
Farmville, VA 23901  
(434) 392-8837

COUNTRY CORNER DAIRY

We are looking to build a grade M milk processing facility jointly owned by four farmers producing on an average a total of 700 gallons of milk a day. Building shall have concrete floors, wood frame, vinyl siding, metal roof. Windows in sides and daystars in roof for light. Whey shall be hauled off property.

We want to make different varieties of cheese. Hours of operation - 8 hours a day 5 days a wk ~~365~~ days 12 month a year. Cooler unit will be on duty 24/7 as needed. 3 employees. Wholesale and retail sales. Open to the public during normal business hours.



1" = 100'

engine room  
12x20

main building  
56x96

retail sales  
24x44

bay 20x80

5-200191  
1-100x-5'



Please publish the following public hearing notice in **THE FARMVILLE HERALD** on Friday, April 9 and Wednesday, April 14, 2021.

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### NOTICE OF PUBLIC HEARINGS

Due to the COVID-19 Emergency, the Prince Edward County Planning Commission is operating pursuant to and in compliance with the Board of Supervisors' "EMERGENCY CONTINUITY OF OPERATIONS ORDINANCE." While physical (in-person) access to the meeting is not permitted, the public may participate by calling: **1-844-890-7777, Access Code: 390313** (If busy, please call again.)

The Planning Commission will hold public hearings on Wednesday, April 21, 2021 at 7:00 p.m. in the Board of Supervisors Room located on the 3<sup>rd</sup> Floor of the Prince Edward County Courthouse, 111 N. South Street, Farmville, Virginia, to receive citizen input prior to making recommendations to the Board of Supervisors on the following:

1. A request by Israel Yoder DBA Country Corner Dairy for a Special Use permit to operate a grade M milk processing facility to produce varieties of cheese with a retail store on Tax Map Parcel 073-A-9 on County Line Road, Cullen, VA.
2. Pursuant to §15.2-2232 of the Code of Virginia, 1950 as amended, a review of a Special Use Permit application filed by Prince Edward CSG LLC to make a determination if the project is substantially in accord with the Prince Edward County Comprehensive Plan for the proposal to construct and operate a community solar energy facility on Tax Map Parcel 057-A-11 which is zoned A-1, Agricultural Conservation.
3. A request by Prince Edward CSG LLC for a Special Use permit to operate a 5.12MWdc/4.0MWac community solar facility on Tax Map Parcel 057-A-11, with an address of 14100 Thomas Jefferson Highway, Pamplin, VA.

Public Hearing comments for meetings of the Prince Edward County Planning Commission will be received by Karin Everhart, Deputy Clerk to the Planning Commission, using one the following methods:

1. Written comments may be mailed to: Planning Commission, PO Box 382, Farmville, VA 23901. Please limit word count to no more than 500 words. Must be received by 2:00 PM, the day of the meeting.
2. Written comments may also be placed in the County "payment dropbox", located in courthouse parking lot. Please limit word count to no more than 500 words. Must be received in the dropbox by 2:00 PM the day of the meeting.
3. Emailed comments may be sent to [info@co.prince-edward.va.us](mailto:info@co.prince-edward.va.us). Please limit word count to no more than 500 words. Must be received by 2:00 PM the day of the meeting.
4. Using the meeting call-in information provided above, citizens may phone-in to the meeting and provide comments during the Public Hearing portion of the agenda; however, citizens must pre-register with the County Administrator's Office at 434-392-8837 by 2:00 p.m. the day of the meeting. Callers must be on the line and ready to speak when called upon by the Planning Commission Chair. Please state your name and district of residence. Based upon the # of pre-registered speakers, the Chair will determine the time allotted to each speaker.

A complete copy of the Special Use Permit applications are available for public review in the office of the Prince Edward County Administrator, 111 N. South Street, 3<sup>rd</sup> Floor, Farmville, VA, or on the county website at [www.co.prince-edward.va.us](http://www.co.prince-edward.va.us). It is the County's intent to comply with the Americans with Disabilities Act. Should you need special accommodations, please contact Douglas Stanley, County Administrator at 434-392-8837.

# Prince Edward County

## SUP Request

Applicant: Israel Yoder DBA Country Corner Dairy

Tax Map:

073-A-9

### Schedule B

List of adjoining Property owners and mailing addresses for the property for a milk processing facility.

| Parcel ID               | Owner                              | Address                                         | Note |
|-------------------------|------------------------------------|-------------------------------------------------|------|
| 086-1-1                 | KAY ANN SANDER                     | 2541 SPRING CREEK ROAD<br>CULLEN, VA 23934      |      |
| 073-4-8A                | STEPHEN T & ROCHELLE MAE WRAY      | 220 DARLINGTON HEIGHTS ROAD<br>CULLEN, VA 23934 |      |
| 072-A-18A               | RONALD & TERESA M SANDLIN          | 842 HARDTIMES ROAD<br>FARMVILLE, VA 23901       |      |
| 073-4-1B                | GEORGE TODD & DINAH MARIE GODSEY   | 2617 SPRING CREEK ROAD<br>CULLEN, VA 23934      |      |
| 073-4-1                 | JASON S GEESAMAN                   | 3921 COUNTY LINE ROAD<br>CULLEN, VA 23934       |      |
| 10-A-20-C;<br>10-A-20-B | TOBIAS & LYDIA B HERTZLER          | 2720 COUNTY LINE ROAD<br>CULLEN, VA 23934       |      |
| 10-A-20-D               | WARREN W & GERTRUDE LEIDENHEIMER   | 2900 COUNTY LINE ROAD<br>CULLEN, VA 23934       |      |
| 10-A-20;<br>10-A-21     | ALBERT EARL JR & BONNIE N LAMBERTH | 204 HEIGHTS SCHOOL ROAD<br>PAMPLIN, VA 23958    |      |
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**PLANNING COMMISSION**

John Prengaman  
Chairman  
Robert M. Jones  
Board Representative  
Henry Womack  
Preston L. Hunt  
Mark Jenkins  
Clifford Jack Leatherwood  
Whitfield Paige  
John "Jack" W. Peery, Jr.  
Teresa Sandlin  
Cannon Watson



**COUNTY OF PRINCE EDWARD, VIRGINIA**

**Director of Planning and  
Community Development**

Robert Love

Post Office Box 382  
111 N. South Street, 3<sup>rd</sup> Floor  
Farmville, VA 23901

Office: (434) 392-8837  
Fax: (434) 392-6683

[rlove@co.prince-edward.va.us](mailto:rlove@co.prince-edward.va.us)  
[www.co.prince-edward.va.us](http://www.co.prince-edward.va.us)

April 8, 2021

To: Property Owners

From: Robert Love, Director of Planning and Community Development

Subject: Special Use Request – Prince Edward County

The Prince Edward County Planning Commission will hold a public hearing on April 21, 2021 at 7 p.m. to receive citizen input on a request by Israel Yoder DBA Country Corner Dairy for a Special Use permit to operate a grade M milk processing facility to produce varieties of cheese with a retail store on Tax Map Parcel 073-A-9, on County Line Road, Cullen, VA. This parcel is located in the A1 (Agricultural Conservation) zoning district. This use requires approval of a Special Use Permit in this zoning District.

You are receiving this notice because you own land in the vicinity of the property requested to be approved for the special use permit. Following the hearing the Prince Edward County Planning Commission may vote to approve or deny the requests.

Due to the Coronavirus all meetings of the Planning Commission are being held electronically. To ensure the safety of the public and County Boards/Commissions the Board of Supervisors adopted an Emergency Ordinance modifying procedures for public meetings and public hearing practices. The Ordinance authorizes all meetings of Prince Edward County public entities to be held by electronic means. Such meetings shall be open to electronic participation by the public and **closed** to in-person participation by the public. Instructions of how to listen or participate in the meeting and public hearing are contained on the reverse side of this letter.

If you have any questions please do not hesitate to contact me at 434-392-8837.

Respectfully,

Robert Love

Director of Planning and Community Development

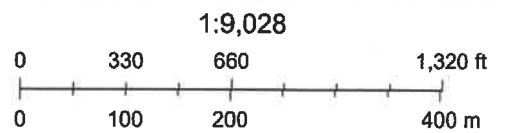
# Country Corner Dairy - SUP



April 14, 2021

- Road Centerline
- Address Points
- ▭ County Boundary
- ▭ Farmville Boundary

Address Point Labels



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

# ISRAEL YODER SUP POTENTIAL CONDITIONS

## SITE PLAN

1. Development activities on the site shall be limited to those as specified in the Special Use Permit Application and Site Plan. The final locations of incidental facilities may be adjusted provided no such adjustment violates any buffers, setbacks, or other statutory requirement. The concepts reflected in the filed special use permit dated 3/23/2021 are hereby made part of these development conditions.
2. Final site plan approval for the Milk Processing Facility shall be submitted to the Prince Edward County Planning Commission for final review and approval pursuant to Article IV Development Standards of the Prince Edward County Code (Zoning Ordinance).
3. Any proposed expansion of the operation, change of activities or additional facilities or activities shall be submitted to the Prince Edward County Planning and Community Development office for review prior to implementation. Any changes may be subject to Permit amendment procedures, including Public Hearings.
4. All buildings within the property shall be developed as a cohesive entity, ensuring that building placement, architectural treatment, parking lot lighting, landscaping, trash disposal, vehicular and pedestrian circulation and other development elements work together functionally and aesthetically.
5. All landscaping shall be mulched and maintained to the reasonable satisfaction of the Prince Edward County Planning and Community Development Director. Any vegetation found to be of poor condition shall be replaced and/or improved at the reasonable direction of the Planning and Community Development Director or his designee.

## ENVIRONMENTAL

6. All pollution control measures, erosion and sediment control measures, storm water control facilities, and all construction activities shall comply with the requirements of the appropriate federal, state, and local regulations and ordinances.
7. All facilities for the provision of potable water and sanitation and wastewater disposal systems shall be approved by the appropriate local, state, or federal agency including but not limited to Virginia Department of Health, Virginia Departments of Environmental Quality, Environmental Protection Agency, etc.
8. Any development activities of structural of land disturbing nature not specifically addressed by these Conditions shall be in conformance with applicable provisions of federal, state, and local statues and regulations.

## TRANSPORTATION

9. All entrance permits must be authorized by the Virginia Department of Transportation.
10. All internal roads used for public access shall be of compacted earth, or have a minimum of a four (4) inch stone base, or shall be paved.

11. Adequate area shall be provided on site to accommodate parking of all employees and patrons. It shall be the responsibility of the Permittee to assure that employees and patrons park only on site and not on any highway right-of-way, or on adjoining or adjacent parcels unless written consent is provided by the owner or owners thereof.

### **GENERAL**

12. All exterior lighting shall be designed and installed so as to minimize glare onto adjoining properties or any public access road. All lighting shall be full cut-off type fixtures.
13. Outdoor storage of trash containers shall be situated at the rear of buildings and shall be appropriately screened.
14. The Permittee is responsible for the appearance of the site including litter pick-up and other orderly site appearance.
15. This Permit is non-transferable, except and unless written notice from the Permittee regarding the transfer, and a signed document from the proposed new Permittee is received by the Planning and Community Development Office which states that the new Permittee agrees to comply with all terms and Conditions imposed with the original Permit Issuance. If the proposed new Permittee desires to amend the original Permit Conditions, amendments must be addressed by the Prince Edward County Planning Commission and Board of Supervisors through the Special Use Permit process.
16. Failure of Permittee to full conform to all terms and conditions may result in revocation of this Special Use Permit if said failure or failures are not corrected or addressed to the satisfaction, not to be unreasonably withheld, of the County within thirty (30) days of written notice from the County.



**County of Prince Edward  
Planning Commission  
Agenda Summary**

**Meeting Date:** April 21, 2021  
**Item No.:** 4  
**Department:** Planning and Community Development  
**Staff Contact:** Robert Love  
**Issue:** 2232 Review – Community Solar Facility

---

**Summary:**

The County has received an application for a Special Use Permit from Prince Edward CSG LLC to operate a 5.12MWdc/4.0MWac community solar generation facility on Tax Map Parcel 057-A-11, with an address of 14100 Thomas Jefferson Highway, Pamplin, VA., Attachment (1).

**Purpose of the review under Virginia Code Section 15.2-2232:**

As required by VA Code § 15.2-2232, requires that the Planning Commission review all proposed developments that include a “public utility facility” prior to the construction or authorization of such facility. A public hearing is required to determine whether the location, character, and extent of the proposed solar facility is in substantial accord with the Prince Edward County Comprehensive Plan, prior to any approval of the special use permit for the facility.

The public hearing notice was published in the April 9 and April 14, 2021 editions of the Farmville Herald, Attachment (2). The sample letter sent to adjoining localities can be found in Attachments (3). Attachment (4) is a copy of the tax map page that depicts the tax map parcel of the parcel and surrounding property. The parcel is outlined in blue.

**Existing Conditions and Zoning:**

The application property consists of a mixture of cleared land and timber land with the prior use being that of agricultural and residential. It is bordered by existing agricultural land consisting of pasture and timber land, as well as a few single-family residential homes. The property is zoned A-1, Agricultural Conservation and is adjacent to Thomas Jefferson Highway which is designated as a scenic byway. The property is shown as Agricultural and Forestal on the Future Land Use map as described in the Prince Edward County Comprehensive Plan.

**Comprehensive Plan Citations:**

Below are relevant excerpts of Prince Edward County Comprehensive Plan.

Chapter VI, Special Policy Areas, on Pg. 75 notes “When future development requests require Commission review and Board of Supervisors approval, the economic and quality of life benefits of open space and agricultural and forest land uses should be considered as well as the adequacy of of public facilities and services to the area.”

|                 |               |                   |              |
|-----------------|---------------|-------------------|--------------|
| Motion _____    | Paige _____   | Hunt _____        | Jones _____  |
| Second _____    | Sandlin _____ | Womack _____      | Watson _____ |
| Prengaman _____ | Jenkins _____ | Leatherwood _____ | Peery _____  |



**County of Prince Edward  
Planning Commission  
Agenda Summary**

Goals, Objectives, and Strategies, Land Use on Pg. 94-95 “Goal: Ensure optimal use of land resources within Prince Edward County, and promote and support an environmentally sound future land use pattern that provides for a variety of community needs, minimizes conflicts between existing, and proposed land uses, and can be supported by adequate public facilities.”

Land Use Objective #1: Strategies on Pg. 95 “Utilize well planned site designs and effective buffer areas to mitigate the impacts of adjacent land uses of differing intensities.”

Historic and Cultural Resources Strategies on Pg. 105. “Evaluate the impact of new development on local historic structures and areas. Support development proposals and site designs that respect and promote the character of adjacent or nearby historic properties.”

**Attachments:**

- 1. Special Use Permit Application
- 2. Notice of Public Hearing
- 3. Sample Letter sent to adjoining localities
- 4. Plat of Tax Parcel

**Recommendations:**

- 1. Conduct the Public Hearing and render a determination if the proposed community solar facility is in substantial accord with the Prince Edward County Comprehensive Plan, prior to any approval of the Special Use Permit for the facility.

**Recommended Motions:**

I move that the Prince Edward CSG LLC proposed 5.12MWdc/4.0MWac community solar facility as described the Special Use Permit application, is substantially in accord with the Prince Edward County Comprehensive Plan and promotes the Goals, Objectives, and Strategies noted in the Plan.

I move that the Prince Edward CSG LLC proposed 5.12MWdc/4.0MWac community solar facility as described the Special Use Permit application, is not substantially in accord with the Prince Edward County Comprehensive Plan due to the fact that it fosters/promotes land development in agricultural areas and will have a direct impact to the adjacent roadway which has a state designation as a scenic byway.

I move that the Planning Commission defer a decision on Prince Edward CSG LLC proposed 5.12MWdc/4.0MWac community solar facility until a later date.

Motion \_\_\_\_\_  
Second \_\_\_\_\_  
Prengaman \_\_\_\_\_

Paige \_\_\_\_\_  
Sandlin \_\_\_\_\_  
Jenkins \_\_\_\_\_

Hunt \_\_\_\_\_  
Womack \_\_\_\_\_  
Leatherwood \_\_\_\_\_

Jones \_\_\_\_\_  
Watson \_\_\_\_\_  
Peery \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PERMIT/APPLICATION NO \_\_\_\_\_  
ZONING DISTRICT \_\_\_\_\_  
MAGISTERIAL DISTRICT \_\_\_\_\_  
DATE SUBMITTED \_\_\_\_\_

**County of Prince Edward**

PLEASE PRINT OR TYPE

**PRINCE EDWARD COUNTY APPLICATION  
FOR SPECIAL USE PERMIT**

TO: PRINCE EDWARD COUNTY PLANNING COMMISSION      SPECIAL EXCEPTION REQUESTED:  
VIA: ZONING ADMINISTRATOR

The undersigned owner of the following described property hereby applies for a Special Use permit as provided in Section 5-124 of Article V, Site Plan requirements are found in Section 4-100 of Article IV Development Standards of the Zoning Ordinance of Prince Edward County, Virginia.

Applicant's Name: Prince Edward CSG LLC  
Applicant's Address: 3280 Peachtree Rd. 7th Floor Atlanta, GA 30305  
Applicant's Telephone Number: (877) 277-8506 x27

Present Land Use: Agriculture, Residential

Legal Description of Property with Deed Book and Page No. or Instrument No. \_\_\_\_\_  
Parcel 057-A-11 found under Deed Book 344 Page 548 and Deed Book 7, Page 100

Tax Map # 057      Acreage : 87.63

Narrative statement evaluating effects on adjoining properties (noise, odor, dust, fumes, etc.): (Attach additional sheet if necessary.) The operation of the community solar project will result in no noise, odor, dust, fume, or other impacts to adjoining properties. Please see Project Narrative.

Statement of general compatibility with adjacent and other properties in the zoning district. (Attach additional sheet if necessary.) The Project has been designed in compliance with the Prince Edward County Zoning District. Please see Project Narrative and Site Plan.

Height of Principal Building (s): Feet N/A      Stories N/A

APPLICANT'S STATEMENT: (if not owner(s) of property):

**I hereby certify that I have the authority to make the foregoing application, that the information given is complete and correct to the best of my knowledge, and that development and/or construction will conform with the regulations as set forth in the Prince Edward County Zoning Ordinance as written and also with the description contained in this permit application.**

Digitally signed by:  
Sam Youneszadeh      3/24/2021  
Signature of Applicant (if not property owner)      Date

PROPERTY OWNER(S) STATEMENT:

**I hereby certify that I/We own the above described property, that the information given is complete and correct to the best of my knowledge, and the above person(s), group, corporation, or agent has the full and complete permission of the undersigned owner(s) to make application for a Conditional Use permit as set forth in the Prince Edward County Zoning Ordinance as written.**

Digitally signed by:  
Christine D. Ault      3/24/2021  
Signature of Property Owner(s)      Date

\_\_\_\_\_  
Signature of Property Owner(s)      Date

\_\_\_\_\_  
Signature of Property Owner(s)      Date

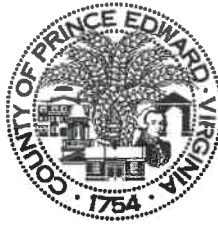
NOTE: THIS PERMIT APPLICATION IS NOT VALID UNLESS ALL PROPERTY OWNER(S) SIGNATURES ARE AFFIXED AND DATED. ATTACH ADDITIONAL SHEETS IF NECESSARY.

Application Fee    **\$300.00**      Fee Received by \_\_\_\_\_      Date \_\_\_\_\_

The above mentioned application charges are nonrefundable, regardless of whether the permit application is approved or denied once submitted.

**All checks for payment should be made payable to: Treasurer, Prince Edward County, Virginia.**

Mail to: Department of Planning &  
Community Development  
P. O. Box 382  
Farmville, VA 23901  
(434) 392-8837



Please publish the following public hearing notice in **THE FARMVILLE HERALD** on Friday, April 9 and Wednesday, April 14, 2021.

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### NOTICE OF PUBLIC HEARINGS

Due to the COVID-19 Emergency, the Prince Edward County Planning Commission is operating pursuant to and in compliance with the Board of Supervisors' "EMERGENCY CONTINUITY OF OPERATIONS ORDINANCE." While physical (in-person) access to the meeting is not permitted, the public may participate by calling: **1-844-890-7777, Access Code: 390313** (If busy, please call again.)

The Planning Commission will hold public hearings on Wednesday, April 21, 2021 at 7:00 p.m. in the Board of Supervisors Room located on the 3<sup>rd</sup> Floor of the Prince Edward County Courthouse, 111 N. South Street, Farmville, Virginia, to receive citizen input prior to making recommendations to the Board of Supervisors on the following:

1. A request by Israel Yoder DBA Country Corner Dairy for a Special Use permit to operate a grade M milk processing facility to produce varieties of cheese with a retail store on Tax Map Parcel 073-A-9 on County Line Road, Cullen, VA.
2. Pursuant to §15.2-2232 of the Code of Virginia, 1950 as amended, a review of a Special Use Permit application filed by Prince Edward CSG LLC to make a determination if the project is substantially in accord with the Prince Edward County Comprehensive Plan for the proposal to construct and operate a community solar energy facility on Tax Map Parcel 057-A-11 which is zoned A-1, Agricultural Conservation.
3. A request by Prince Edward CSG LLC for a Special Use permit to operate a 5.12MWdc/4.0MWac community solar facility on Tax Map Parcel 057-A-11, with an address of 14100 Thomas Jefferson Highway, Pamplin, VA.

Public Hearing comments for meetings of the Prince Edward County Planning Commission will be received by Karin Everhart, Deputy Clerk to the Planning Commission, using one the following methods:

1. Written comments may be mailed to: Planning Commission, PO Box 382, Farmville, VA 23901. Please limit word count to no more than 500 words. Must be received by 2:00 PM, the day of the meeting.
2. Written comments may also be placed in the County "payment dropbox", located in courthouse parking lot. Please limit word count to no more than 500 words. Must be received in the dropbox by 2:00 PM the day of the meeting.
3. Emailed comments may be sent to [info@co.prince-edward.va.us](mailto:info@co.prince-edward.va.us). Please limit word count to no more than 500 words. Must be received by 2:00 PM the day of the meeting.
4. Using the meeting call-in information provided above, citizens may phone-in to the meeting and provide comments during the Public Hearing portion of the agenda; however, citizens must pre-register with the County Administrator's Office at 434-392-8837 by 2:00 p.m. the day of the meeting. Callers must be on the line and ready to speak when called upon by the Planning Commission Chair. Please state your name and district of residence. Based upon the # of pre-registered speakers, the Chair will determine the time allotted to each speaker.

A complete copy of the Special Use Permit applications are available for public review in the office of the Prince Edward County Administrator, 111 N. South Street, 3<sup>rd</sup> Floor, Farmville, VA, or on the county website at [www.co.prince-edward.va.us](http://www.co.prince-edward.va.us). It is the County's intent to comply with the Americans with Disabilities Act. Should you need special accommodations, please contact Douglas Stanley, County Administrator at 434-392-8837.



**PLANNING COMMISSION**

John Pregelman  
Chairman  
Robert M. Jones  
Board Representative  
Henry Womack  
Preston L. Hunt  
Mark Jenkins  
Clifford Jack Leatherwood  
Whitfield Paige  
John "Jack" W. Peery, Jr.  
Teresa Sandlin  
Cannon Watson



**COUNTY OF PRINCE EDWARD, VIRGINIA**

**Director of Planning and  
Community Development**

Robert Love

Post Office Box 382  
111 N. South Street, 3<sup>rd</sup> Floor  
Farmville, VA 23901

Office: (434) 392-8837  
Fax: (434) 392-6683

[rlove@co.prince-edward.va.us](mailto:rlove@co.prince-edward.va.us)  
[www.co.prince-edward.va.us](http://www.co.prince-edward.va.us)

April 9, 2021

Susan M. Adams, County Administrator  
County of Appomattox, Virginia  
P.O. Box 863  
Appomattox, VA 24522

From: Robert Love, Director of Planning and Community Development

Subject: 2232 Review/Special Use Permits

Dear Ms. Adams;

Per §15.2-2204 (C) of the Code of Virginia (1950), as amended, you are being sent written notification of a 2232 Review concerning a potential community solar facility and for two Special Use Permit applications as listed in the attached public notice which involves a parcel of land within one-half mile of a boundary with an adjoining locality.

The Prince Edward County Planning Commission will hold public hearings on April 21, 2021 at 7 p.m. to receive input on the requests. Due to the Coronavirus all meetings of the Planning Commission are being held electronically. To ensure the safety of the public and County Boards/Commissions the Board of Supervisors adopted an Emergency Ordinance modifying procedures for public meetings and public hearing practices. The Ordinance authorizes all meetings of Prince Edward County public entities to be held by electronic means. Such meetings shall be open to electronic participation by the public and **closed** to in-person participation.

If you have any questions or comments, please forward them to my attention no later than noon on the date of the public meeting. please do not hesitate to contact me at: 434-392-8837 or by email at: [rlove@prince-edward.va.us](mailto:rlove@prince-edward.va.us)

Respectfully

Robert Love

Director of Planning and Community Development

**PLANNING COMMISSION**

John Prengaman  
Chairman  
Robert M. Jones  
Board Representative  
Henry Womack  
Preston L. Hunt  
Mark Jenkins  
Clifford Jack Leatherwood  
Whitfield Paige  
John "Jack" W. Peery, Jr.  
Teresa Sandlin  
Cannon Watson



**COUNTY OF PRINCE EDWARD, VIRGINIA**

**Director of Planning and  
Community Development**

Robert Love

Post Office Box 382  
111 N. South Street, 3<sup>rd</sup> Floor  
Farmville, VA 23901

Office: (434) 392-8837  
Fax: (434) 392-6683

rlove@co.prince-edward.va.us  
www.co.prince-edward.va.us

April 9, 2021

Daniel Witt, County Administrator  
County of Charlotte, Virginia  
P.O. Box 608  
Charlotte Court House, VA 23923

From: Robert Love, Director of Planning and Community Development

Subject: 2232 Review/Special Use Permits

Dear Mr. Witt;

Per §15.2-2204 (C) of the Code of Virginia (1950), as amended, you are being sent written notification of a 2232 Review concerning a potential community solar facility and for two Special Use Permit applications as listed in the attached public notice which involves a parcel of land within one-half mile of a boundary with an adjoining locality.

The Prince Edward County Planning Commission will hold public hearings on April 21, 2021 at 7 p.m. to receive input on the requests. Due to the Coronavirus all meetings of the Planning Commission are being held electronically. To ensure the safety of the public and County Boards/Commissions the Board of Supervisors adopted an Emergency Ordinance modifying procedures for public meetings and public hearing practices. The Ordinance authorizes all meetings of Prince Edward County public entities to be held by electronic means. Such meetings shall be open to electronic participation by the public and **closed** to in-person participation.

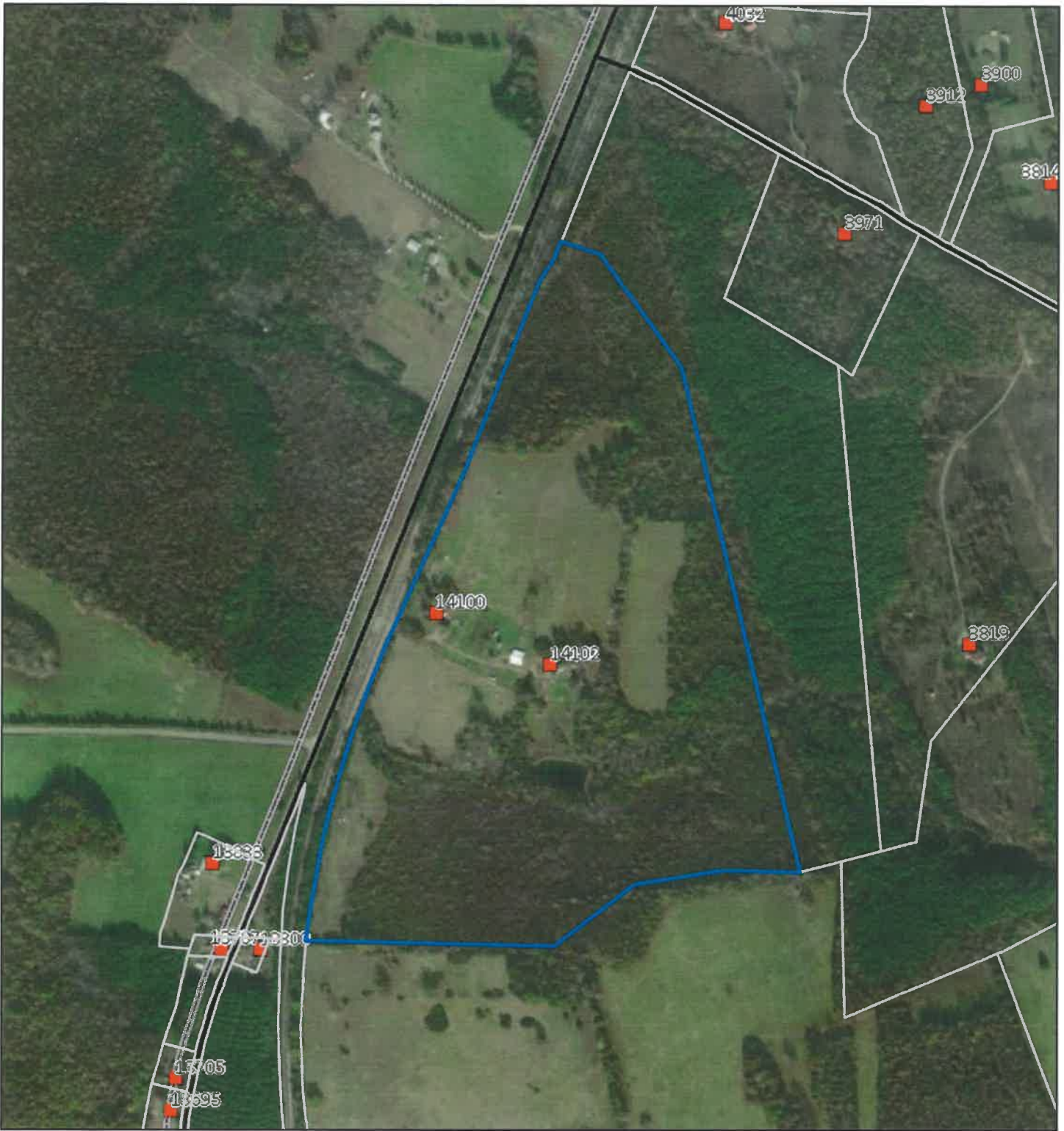
If you have any questions or comments, please forward them to my attention no later than noon on the date of the public meeting. please do not hesitate to contact me at: 434-392-8837 or by email at: rlove@prince-edward.va.us

Respectfully,

Robert Love

Director of Planning and Community Development

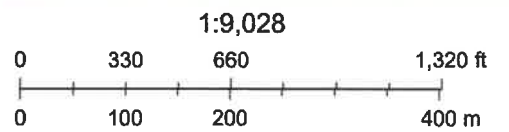
# Prince Edward CSG LLC - SUP



April 14, 2021

- Road Centerline
- Address Points
- - - County Boundary
- ⋯ Farmville Boundary

Address Point Labels



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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**County of Prince Edward  
Planning Commission  
Agenda Summary**

**Meeting Date:** April 21, 2021  
**Item No.:** 5  
**Department:** Planning and Community Development  
**Staff Contact:** Robert Love  
**Issue:** Special Use Permit – Community Solar Facility

**Summary:**

The County has received an application for a Special Use Permit from Prince Edward CSG LLC to operate a 5.12MWdc/4.0MWac community solar generation facility on Tax Map Parcel 057-A-11, with an address of 14100 Thomas Jefferson Highway, Pamplin, VA., Attachment (1). This parcel is in an A1, Agricultural Conservation zoning district and this use is allowed in the district only after approval of a special use permit.

The public hearing notice was published in the April 9 and April 14, 2021 editions of the Farmville Herald, Attachment (2). The list of adjoining property owners and the sample letter sent to each can be found in Attachments (3) and (4). Attachment (5) is a copy of the tax map page that depicts the tax map parcel of the parcel and surrounding property. The parcel is outlined in blue.

The purpose of the Special Use is to allow for the location of a community solar energy generation facility. The applicant stated that the proposed facility will not be seen nor heard and will not impact adjacent properties. The facility will not generate noise, light, dust, odor, fumes, or vibrations. Water quality will be addressed according to Virginia Stormwater Management Permit requirements and the site will not generate any significant amount of traffic with the main traffic occurring temporarily during the construction phase.

Staff does not have any major concerns of negative impacts on surrounding properties but recommends that additional buffering be considered due to the fact the Thomas Jefferson Highway is designated as a scenic byway.

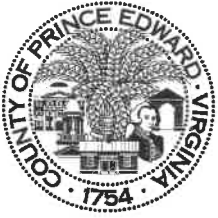
**Attachments:**

- 1. Special Use Permit Application
- 2. Notice of Public Hearing
- 3. List of adjoining property owners
- 4. Sample Letter sent to adjoining property owners
- 5. Plat of Tax Parcel
- 6. Potential Conditions

**Recommendations:**

- 1. Conduct the Public Hearing and render a decision concerning the request for the Special Use.

|                 |               |                   |              |
|-----------------|---------------|-------------------|--------------|
| Motion _____    | Paige _____   | Hunt _____        | Jones _____  |
| Second _____    | Sandlin _____ | Womack _____      | Watson _____ |
| Prengaman _____ | Jenkins _____ | Leatherwood _____ | Peery _____  |



**County of Prince Edward  
Planning Commission  
Agenda Summary**

**Recommended Motions:**

I move that the Planning Commission recommend approval of the Special Use Permit request by Prince Edward CSG LLC proposed 5.12MWdc/4.0MWac community solar facility with the following conditions:  
*(list of conditions)*

I move that the Planning Commission recommend denial of the Special Use Permit request by Prince Edward CSG LLC proposed 5.12MWdc/4.0MWac community solar facility due to the following:  
*(list reasons)*

I move that the Planning Commission table the Special Use Permit request by Prince Edward CSG LLC proposed 5.12MWdc/4.0MWac community solar facility until the next meeting in order to:  
*(list reasons)*

Motion \_\_\_\_\_  
Second \_\_\_\_\_  
Pregaman \_\_\_\_\_

Paige \_\_\_\_\_  
Sandlin \_\_\_\_\_  
Jenkins \_\_\_\_\_

Hunt \_\_\_\_\_  
Womack \_\_\_\_\_  
Leatherwood \_\_\_\_\_

Jones \_\_\_\_\_  
Watson \_\_\_\_\_  
Peery \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PERMIT/APPLICATION NO \_\_\_\_\_  
ZONING DISTRICT \_\_\_\_\_  
MAGISTERIAL DISTRICT \_\_\_\_\_  
DATE SUBMITTED \_\_\_\_\_

**County of Prince Edward**

PLEASE PRINT OR TYPE

**PRINCE EDWARD COUNTY APPLICATION  
FOR SPECIAL USE PERMIT**

TO: PRINCE EDWARD COUNTY PLANNING COMMISSION      SPECIAL EXCEPTION REQUESTED:  
VIA: ZONING ADMINISTRATOR

The undersigned owner of the following described property hereby applies for a Special Use permit as provided in Section 5-124 of Article V, Site Plan requirements are found in Section 4-100 of Article IV Development Standards of the Zoning Ordinance of Prince Edward County, Virginia.

Applicant's Name: Prince Edward CSG LLC  
Applicant's Address: 3280 Peachtree Rd. 7th Floor Atlanta, GA 30305  
Applicant's Telephone Number: (877) 277-8506 x27

Present Land Use: Agriculture, Residential

Legal Description of Property with Deed Book and Page No. or Instrument No. \_\_\_\_\_  
Parcel 057-A-11 found under Deed Book 344 Page 548 and Deed Book 7, Page 100

Tax Map # 057      Acreage : 87.63

Narrative statement evaluating effects on adjoining properties (noise, odor, dust, fumes, etc.): (Attach additional sheet if necessary.) The operation of the community solar project will result in no noise, odor, dust, fume, or other impacts to adjoining properties. Please see Project Narrative.

Statement of general compatibility with adjacent and other properties in the zoning district. (Attach additional sheet if necessary.) The Project has been designed in compliance with the Prince Edward County Zoning District. Please see Project Narrative and Site Plan.

Height of Principal Building (s): Feet N/A      Stories N/A

APPLICANT'S STATEMENT: (if not owner(s) of property):

**I hereby certify that I have the authority to make the foregoing application, that the information given is complete and correct to the best of my knowledge, and that development and/or construction will conform with the regulations as set forth in the Prince Edward County Zoning Ordinance as written and also with the description contained in this permit application.**

DocuSigned by: Sam Youneszadeh      3/24/2021  
Signature of Applicant (if not property owner)      Date

PROPERTY OWNER(S) STATEMENT:

**I hereby certify that I/We own the above described property, that the information given is complete and correct to the best of my knowledge, and the above person(s), group, corporation, or agent has the full and complete permission of the undersigned owner(s) to make application for a Conditional Use permit as set forth in the Prince Edward County Zoning Ordinance as written.**

DocuSigned by: Christine D. Bult      3/24/2021  
Signature of Property Owner(s)      Date

Signature of Property Owner(s)      Date

Signature of Property Owner(s)      Date

NOTE: THIS PERMIT APPLICATION IS NOT VALID UNLESS ALL PROPERTY OWNER(S) SIGNATURES ARE AFFIXED AND DATED. ATTACH ADDITIONAL SHEETS IF NECESSARY.

Application Fee \$300.00      Fee Received by [Signature]      Date 3-29-2021

The above mentioned application charges are nonrefundable, regardless of whether the permit application is approved or denied once submitted.

**All checks for payment should be made payable to: Treasurer, Prince Edward County, Virginia.**

Mail to: Department of Planning &  
Community Development  
P. O. Box 382  
Farmville, VA 23901  
(434) 392-8837

**From:** Snell, Steve <steve.snell@vdot.virginia.gov>  
**Sent:** Thursday, April 15, 2021 9:38 AM  
**To:** Daniel Langston; rlove@co.prince-edward.va.us  
**Cc:** Kieran Siao; Charles Edwards  
**Subject:** Re: VDOT Entrance Review - Prince Edward CSG LLC

Daniel,

The proposed use of the existing entrance for the Prince Edward CSG LLC is acceptable for zoning approval. Please include the available entrance sight distance, proposed surface improvements and proof of an access easement when submitting for the VDOT entrance permit application .

Thanks,  
Steve

On Fri, Apr 2, 2021 at 2:04 PM Daniel Langston <[daniellangston@ccl-eng.com](mailto:daniellangston@ccl-eng.com)> wrote:

Steve,

Thanks for speaking with me earlier today. Please see the attached PDF that shows site distance to the nearest intersection, approximate width of the existing site entrance based on aerial imagery, and the proposed construction schedule with an estimated number of vehicles per day. You can also see on the note that in the post-construction conditions trips to maintain the site visits would only occur every 3-4 months in order to perform maintenance.

I've also included photos of the site entrance taken from Google streetview so you can get a general idea of what is currently in the field.

Please let me know if you need anything else.

Thanks,

**daniel langston, RLA**  
landscape architect, associate

804.389.9903

[daniellangston@ccl-eng.com](mailto:daniellangston@ccl-eng.com)



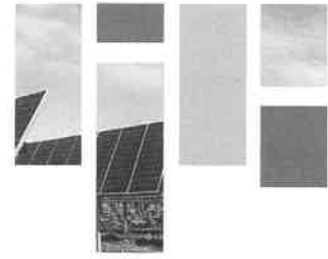


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Steve Snell, P.E.  
Assistant Resident Engineer  
Farmville Residency  
434-610-6319



March 31, 2021

**RE: Prince Edward CSG LLC Solar Project Notice of Community Meeting – April 7, 2021**

Dear Neighbor,

Prince Edward CSG LLC (Applicant) will hold a Community Meeting open house on Wednesday, April 7, 2021 from 3:00pm to 5:00 p.m., with a presentation to follow at 5:30 p.m., at the Pamplin Volunteer Fire Department, located at 2394 Pamplin Rd, Pamplin, VA 23958. The purpose of the Community Meeting is to provide information and answer questions regarding the Applicant's proposed Prince Edward CSG Solar Project, an approximately 5.12MWdc/4.0Mwac Community Solar Array located on Parcel 57-A-11 off Virginia State Route 47/Thomas Jefferson Highway in Prince Edward County, Virginia.

Please note, attendance at the open house and presentation will be limited to the maximum number of individuals permitted for indoor settings under Virginia Executive Order 72. All attendees should wear masks and practice social distancing to the extent feasible.

For more information on how to attend the presentation please call Gianna Guenther at (877) 277-8506 x30 or send an email to [gguenther@dimension-energy.com](mailto:gguenther@dimension-energy.com).

Thank you,

A handwritten signature in black ink, appearing to read "Kieran Siao".

Kieran Siao  
Prince Edward CSG LLC



4/7/2021

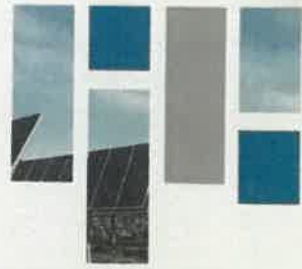
Community Meeting Notes  
Prince Edward CSG LLC

**Sign-in sheet is attached at the end of this document**

**Questions fielded during community open house and public meeting:**

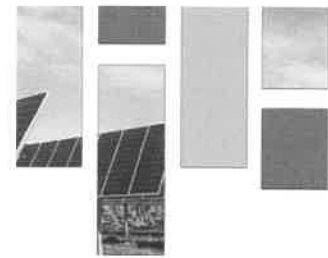
- Neighbor (Mr. Cashell) asked questions about screening, noise, and tree clearing
  - o Screening – existing vegetation within project setback along Mr. Cashell’s property will be maintained
  - o Noise – trucks during construction, almost none expected once operational outside of routine maintenance
  - o Tree clearing – minimal amount expected due to project siting mostly lying in already cleared fields
- Would Southside Electric Cooperative customers be eligible?
  - o Unfortunately not at this time. Current legislation allows for those within Dominion’s entire customer radius.
- What is land disturbance requirement for panel setup, and what’s proposed underneath?
  - o Pile-driven system requires minimal grading given current site topography
  - o Low-growth pollinator plants proposed underneath panels for stabilization
- What is the lease term?
  - o Term of Dominion’s Shared Solar Program is for 25 years. If another community solar program is available at the end of that 25 year term, the applicant could choose to opt in and extend the life of the facility. The life of the equipment is 35-40 years. If no viable program exists at the end of 25 year term, decommissioning of facility is likeliest outcome.
- Substation required?
  - o None needed for this scale of project
- Fencing proposed?
  - o Yes, 7’ fence proposed to meet compliance with national standards
- Materials in panel construction?
  - o Silicon, glass and steel (no liquids in this panel design)
- Is glass tempered in case stray hunting bullet were to hit one?
  - o Not to applicant’s knowledge
  - o If such an incident were to occur, system technology would take affected systems offline and send automated alert to team managing the site for inspection
- How is the facility staffed once constructed?
  - o Applicant hires an asset management team to manage the site
  - o Asset management team manages routine maintenance, other inspections, operations
- How are panels affected by weather?
  - o Snow buildup on panels decreases effectiveness of system until melt, though panels do move throughout the day which would likely slough off snow
  - o Cold weather allows for better absorption
- How many customers would receive this benefit?

- Approximately 800 homes based on size of facility
- Would the project be for Prince Edward County customers?
  - Legislation allows for any Dominion customer to subscribe to project
  - Applicant preference would be for Prince Edward County customers
  - Subscription service will work with local housing authorities to determine potential low-income customers who would qualify per Shared Community Solar program guidelines
- Concerns about existing vegetative buffer currently on Norfolk Southern right-of-way
  - Norfolk Southern may clear the ROW and potentially expose the project to view from Thomas Jefferson Highway
  - Additional buffering on site may be necessary, though existing berms on either side of Norfolk Southern rail line will naturally help shield the site from view
- How is decommissioning handled?
  - The applicant will handle it all through bond posted as part of permit process



**Community Meeting Sign-In Sheet | Prince Edward CSG LLC Solar Project - April 7, 2021**

| Name          | Address                              | Phone Number             | Email |
|---------------|--------------------------------------|--------------------------|-------|
| HENRY LEMBERG | 1461 THOMAS PARKIN<br>JEFFERSON HILL | 434-838-0482             |       |
| GARY JAMERSON |                                      |                          |       |
| BRIAN CASHEL  |                                      |                          |       |
| H E Womack    |                                      |                          |       |
| Robert Love   | Prince Edward Co                     | 434- <del>547</del> 2056 |       |
| Tommy James   | Prince Edward Co                     | 434-5928837              |       |
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## Prince Edward CSG LLC Project Description

Prince Edward CSG LLC (Applicant) proposes to construct and operate the Prince Edward CSG Solar Project (Project); a single axis tracker ground mounted photovoltaic (PV) community solar facility, approximately 5.12MWdc/4.0MWac in capacity. The Project is proposed to be located on a privately-owned parcel located in Prince Edward County, VA.

### Purpose and Need

The purpose of the proposed Project is to construct and operate a PV solar array, which will generate clean and renewable solar energy, with electricity offtake sold to residential customers within Halifax County and the larger Dominion Energy Utility Territory (Dominion Energy). The project is proposed under the Shared Solar Program, adopted by the Virginia legislature in 2020. The Shared Solar Program aims to serve customers who cannot put solar on their roofs by deploying an initial 200MW of community solar projects within Dominion Energy's service territory. The program targets at least 30% of customer offtake be subscribed by low-income individuals.

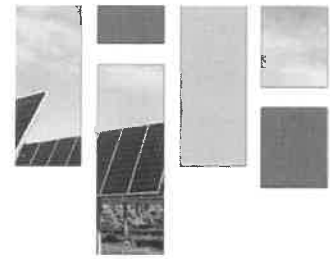
Based on its commitment to providing renewable energy, the Applicant proposes to develop the site described below to maximize its solar energy potential. In order to best determine optimal location within the site, the following factors have been analyzed:

- Significant solar radiation (insolation)
- Site accessibility
- Avoidance of environmentally sensitive areas
- Limited tree and vegetative clearing
- Limited visibility from offsite locations

### Site Setting

The proposed Project site is located on Virginia State Route 47/Thomas Jefferson Highway in Prince Edward County, on a parcel zoned General Agriculture, approximately 88 acres in size. The site is largely agricultural in nature and contains a residential structure and several ancillary structures, which will all remain in place, as well as a substantial amount of existing forest cover, which will largely stay intact.

The site is bordered to the north and east by an undeveloped and forested parcel. The site is bordered to the south by a cleared but otherwise undeveloped parcel, likely used for agriculture. The site is bordered to the west by an existing rail right-of-way (ROW), then Thomas Jefferson Highway. Beyond Thomas Jefferson highway there are one or two single family homes, though none appear to directly face the proposed Project area. The Project has been sited and designed on the parcel to comply with all local setback requirements.



The site contains robust existing vegetative buffers on all sides of the property. Additionally, the adjoining properties, including the existing rail ROW, each have their own existing vegetative buffer, which will together greatly screen the project from view from both Thomas Jefferson Highway, as well as neighboring properties. This existing vegetative buffer will be supplemented by new proposed landscaping on the property's western parcel to further screen the Project from view, in compliance with the local standards and requirements.

A wetland delineation was completed for the Project parcel to identify stream and wetland resources. The delineation identified a perennial stream and associated palustrine forested (PFO) wetlands in the northeastern corner of the property, east of the Project's proposed fence line. The Project site also contains a wetland complex comprised by a perennial stream, pond, PFO wetlands, and palustrine emergent wetlands, located in the southern half of the parcel. The Project has been designed to avoid impact to all stream and wetland resources.

The Project is proposed to be interconnected to an existing three-phase line owned by Dominion Energy along Thomas Jefferson Highway. A Combined Interconnection Study is currently underway by Dominion Energy to identify any required upgrades for interconnection. The Project will be accessed via an existing driveway off Thomas Jefferson Highway, located on an adjacent parcel owned by the same landowner.

## Key Components

The proposed Project will consist of the following key components:

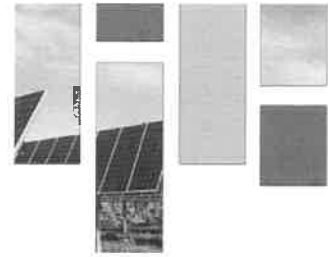
- Solar Modules
- Underground Electrical Conductors
- Balance of System Equipment
- Access Roads
- Fencing

Key components are described in the following subsections.

### Solar Modules

The proposed Project will utilize approximately 10,675 solar modules. The modules are manufactured offsite and will be delivered to the site by truck in wooden crates or cardboard boxes. Each module will measure approximately 3.4 feet by 7.2 feet and will be rated at 480 watts. Solar modules will be configured into metal frames, typically 2 modules high and will be oriented to face south at a 25° tilt to maximize exposure to the sun.

The frames of solar modules will be mounted on steel posts, which would be driven or screwed into the ground to a depth between 10 and 15 feet. The posts will be made from galvanized or corrosion-resistant metal to minimize the potential for corrosion over the lifespan of the project. Approximately 12 feet of space will be maintained between each row of solar modules for operations and maintenance access.



## Underground Electrical Conductors

Underground electrical conductors will be installed in trenches at a depth in compliance with the National Electric Code. Conductors either will be buried in a polyvinylchloride (PVC) conduit or equivalent.

## Balance of System Equipment

Balance of System Equipment including but not limited to inverters, AC combiner boxes, transformers, and/or medium voltage switchgear may be installed near the solar array within the project's fence line. Balance of System Equipment will be installed on H-Frames and concrete pads and in compliance with equipment manufacturer instructions. Full details of Balance of System Equipment will be included as part of the Project's electrical design plan set submitted for ministerial permits.

## Access Roads

The site will be accessed via an existing driveway off Thomas Jefferson Highway, which will be upgraded to accommodate the Project. The access road will be installed using gravel and geotextile fabric and extended into the Project's fence line. The access road will terminate at the Project's equipment pad with a hammerhead turnaround to accommodate maintenance vehicles. The road will be wide enough to accommodate emergency vehicles and designed in compliance with County standards.

## Fencing

The solar array and all balance of system equipment will be enclosed in a seven-foot-tall chain link fence in compliance with the National Electric Code. The fence will have at least one vehicle access gate at the boundary of the array, which will always remain locked, except during operations and maintenance activities.

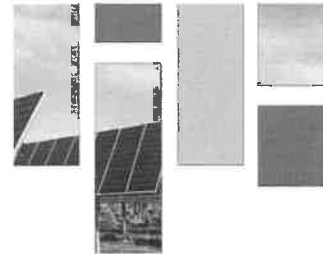
## Summary of Construction Activities and Components

Site preparation will consist of clearing the existing vegetation in those areas where construction will be undertaken, grading, and establishing temporary staging areas (including stockpile and laydown areas), as necessary. Once the site is prepared, the installation of racking equipment, modules, and balance of system equipment can begin.

## Clearing and Grading

Selected vegetation located on the proposed Project site may be removed in order to accommodate the construction of the array and its appurtenances, as well as to prevent shading on the array during operation. Because the solar modules will be placed approximately 2 feet above grade, any vegetation taller than 2 feet or expected to exceed 2 feet in height will be removed. Grass and groundcover may remain between rows and under the solar modules. After construction the ground underneath the array will be reseeded with low growth, native pollinator grasses to promote soil stability. All cleared vegetation will either be chipped and spread on site or disposed of responsibly.





Construction equipment such as tractors, backhoes, loaders, dozers, and graders may be needed to clear vegetation from the site, and to grade roads and areas where structures currently stand. While the racking equipment can tolerate some slope, minor grading of the array area may also be required to even out the terrain.

## Staging Areas

A temporary staging area will be used as a laydown area for equipment and materials such as solar crates, electric cable, structural supports, and Balance of System Equipment, as well as the location for sanitary facilities and a construction trailer. The portion of the staging area containing equipment and materials will likely be enclosed within a temporary construction fence with a lockable gate.

## Racking and Modules

The foundations securing the solar modules will be designed to withstand high winds and snow loads. Galvanized or corrosion-resistant steel piles will be driven into the ground between 10 and 15 feet, depending on soil conditions and depth to bedrock. Modules will be aggregated into frames and mounted on each supporting pile.

## Balance of System Equipment and Conductors

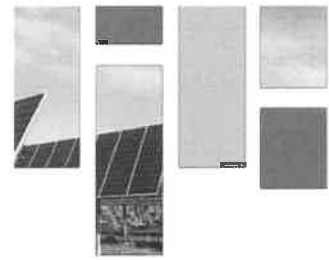
Balance of System electrical equipment will be located on concrete pads within the Project's fence line. Balance of System equipment may include inverters, cabinet style equipment such as AC combiner boxes, transformers, and medium voltage switchgear, which will be anchored directly to the concrete pad, as well as smaller metering and controls equipment, which would be mounted on H-frames or other supporting structures. Structural analysis will be performed to determine the size and thickness of the concrete pads.

Low voltage conductors connecting solar modules to the Balance of System Equipment will be run underground in conduit. Trenching will be required to install all underground wiring. All conduits will be buried at a depth in compliance with local standards.

Medium voltage conductors will mostly run underground in a similar fashion to low voltage wiring. A portion of the medium voltage conductor will ultimately come above ground and strung along new distribution poles on site, ultimately terminating at three three-phase line maintained by National Grid.

## Transportation and Traffic

Materials for the proposed Project (e.g., solar modules, supporting racks, foundation materials, electrical gear) will be brought to the site by truck over the course of construction. It is not expected that the vehicles associated with construction will have an impact of overall traffic in Prince Edward County. Once construction is complete, vehicles will be on site sparingly for operations and maintenance activities.



## Employment

A typical construction workforce for a solar facility of this size consists of approximately 96 construction jobs during the construction period, which should last approximately 6 months. Construction personnel will be divided between civil and electrical services and based on the phasing of construction it is not anticipated that all workers will be present on site at the same time. Workers will be transported to the site via construction trucks and will park in the established staging area.

## Water Use





No water will be required for construction activities, and no water infrastructure is proposed in association with the project.

## Sewer and Solid Waste

Sewer services are not anticipated. Temporary sanitary facilities will be placed onsite during construction.

**DEED OF GROUND LEASE**

**BASIC TERMS SUMMARY**

|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Effective Date</b>                        | May <u>13</u> , 2020.                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>2. Landlord</b>                              | <b>STEPHEN C. AULT and CHRISTINE D. AULT</b> (jointly, severally and collectively, " <u>Landlord</u> ")                                                                                                                                                                                                                                                                                                                                                                       |
| <b>3. Tenant</b>                                | <b>DIMENSION VA 1 LLC</b> ,<br>a Delaware limited liability company                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>4. Property</b>                              | That certain real property, along with any and all easements, rights (including without limitation, any and all access rights), privileges and appurtenances associated therewith, located at 14100 Thomas Jefferson Hwy, Pamplin, in the County of Prince Edward, Commonwealth of Virginia, consisting of approximately ninety-three and sixty-seventh hundredths (93.67) acres, assigned APN: 057-A-11; as more particularly described on <u>Exhibit A</u> attached hereto. |
| <b>5. Land</b>                                  | A portion of the Property that is comprised of approximately between ten (10) to twenty (20) acres of the Property, as depicted on <u>Exhibit B</u> .                                                                                                                                                                                                                                                                                                                         |
| <b>6. Development Term</b><br>(Section 2)       | The period commencing on the Effective Date and terminating on the earlier of (a) the first day of the Operating Term, or (b) the third (3rd) anniversary of the Effective Date.                                                                                                                                                                                                                                                                                              |
| <b>7. Intentionally Omitted</b>                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>8. Development Rent</b><br>(Section 3)       |                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>9. Commercial Operation Date</b> (Section 2) | The date on which (a) completion of the construction and successful testing of the Solar Facility has occurred, and (b) the Solar Facility has obtained final approval for interconnected operation by the local electric utility.                                                                                                                                                                                                                                            |
| <b>10. Operating Term</b><br>(Section 2)        | Period commencing on the Commercial Operation Date and terminating on the  thereof.                                                                                                                                                                                                                                                                                                        |
| <b>11. Option Terms</b><br>(Section 2)          | Two (2) successive renewal terms of five (5) years each.                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>12. Operating Rent</b><br>(Section 3)        |                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>13. Operating Rent</b>                       | The  of the Commercial Operation Date and upon                                                                                                                                                                                                                                                                                                                                             |

|                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Escalation Date</b><br><b>(Section 3)</b>                          | each anniversary of the Commercial Operation Date thereafter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>14. Operating Rent Escalation Percentage</b><br><b>(Section 3)</b> | Operating Rent shall increase by an amount equal to [REDACTED] effective as of the Operating Rent Escalation Date and on each anniversary of the Commercial Operation Date thereafter.                                                                                                                                                                                                                                                                                                                                          |
| <b>15. Landlord's Notice Address</b><br><b>(Section 26)</b>           | Stephen Ault<br>14100 Thomas Jefferson Hwy<br>Pamplin, VA 23958-2030<br>Phone: 434-664-7532<br>Email: <a href="mailto:stephencault@gmail.com">stephencault@gmail.com</a>                                                                                                                                                                                                                                                                                                                                                        |
| <b>16. Tenant's Notice Address</b><br><b>(Section 26)</b>             | Dimension VA 1 LLC<br>c/o Dimension Renewable Energy<br>3280 Peachtree Road, 7th Floor<br>Atlanta, GA 30305<br>Attn: Robert Hatton, VP of Real Estate<br>Phone: 1-(866) 777-7969<br>E-mail: <a href="mailto:rhatton@dimension-energy.com">rhatton@dimension-energy.com</a><br><br>Perspective Law Group, P.C.<br>Attn: Jason R. Morgan<br>1100 Glendon Ave., Suite 1850<br>Los Angeles, CA 90024<br>Phone: (424) 371-6730<br>Fax: (424) 316-5706<br>Email: <a href="mailto:jason@perspectivevg.com">jason@perspectivevg.com</a> |

## DEED OF GROUND LEASE

THIS DEED OF GROUND LEASE (this “Lease”) is made and entered into by and between Landlord and Tenant, as of the Effective Date. (“Tenant” and, together with Landlord, each, a “Party” and together, the “Parties”).

### RECITALS

A. WHEREAS, Landlord is the owner of the Property.

B. WHEREAS, Landlord desires to lease the Land, together with all appurtenant rights and easements thereto to Tenant for the purposes (the “Permitted Use”) of installing, operating, maintaining and removing certain improvements, including but not limited to a solar electric generating facility and/or an electrical collection and storage facility, which may include, among other things, all photovoltaic solar panels, mounting systems, inverters, transformers, integrators, all electrical lines and conduits required to collect and transmit electrical energy and/or energy storage facilities, foundations, overhead or underground electrical and communications lines and conduits and additional utility lines, cables, conduits, transformers, wires, meters, switch yards, monitoring equipment, batteries, fencing and other necessary and convenient equipment and appurtenances common to such a facility or facilities (collectively, the “Solar Facility”, “Facility” or “Facilities”).

C. NOW, THEREFORE, in consideration of the rents, covenants and agreements herein contained on the part of Tenant, Landlord and its successors and assigns, agrees to and does hereby lease to Tenant, and Tenant agrees to and does hereby lease from Landlord, subject to the terms and conditions of this Lease, a leasehold estate in the Land, together with all right, title and interest of Landlord in and to all easements, rights, privileges and appurtenances to the same belonging or in any way appertaining thereto, and all right, title and interest, if any, of Landlord in any land lying in the bed of any street, avenue or alley adjoining the parcel of land described above to the center line thereof, to have and to hold the aforesaid Land and appurtenant interests unto Tenant for the Term, and Landlord and Tenant hereby covenant and agree as follows:

1. Basic Terms Summary; Recitals; Definitions. References in the body of this Lease to a portion of the Basic Terms Summary (the “Summary”) (e.g., the defined terms in the left-hand column of the Basic Terms Summary) shall be deemed and construed to incorporate all the terms provided under each such referenced portion of the Basic Terms Summary. References in the Basic Terms Summary to a portion of the body of this Lease (e.g., Section references in the left-hand column of the Basic Terms Summary) shall be deemed and construed to incorporate all the terms provided under each such referenced portion of the body of this Lease. Notwithstanding anything set forth above, if there is any inconsistency between the Basic Terms Summary and another portion of this Lease, the terms of the Basic Terms Summary shall control. The Recitals set forth above and the Exhibits attached to this Lease are each incorporated into the body of this Lease as if set forth in full. All capitalized terms used in the body of this Lease shall have the meaning as set forth herein, whether defined before or after said terms are used herein. This Lease shall be deemed to be a Deed of Lease executed under seal, pursuant to the laws of the Commonwealth of Virginia. It is the intention of the parties hereto that this Lease shall in all events control the Landlord Tenant relationship between the Parties, notwithstanding any contrary statutory provision.

2. Term of Lease; Extension Option.

(a) Term. The initial Term of the Lease shall consist of the Development Term and the Operating Term. The “Development Term” is the period set forth in Section 6 of the Summary. Notwithstanding anything to the contrary contained herein, in the event that the Commercial Operation Date has not occurred prior to the expiration of the Development Term despite the fact that Tenant has commenced construction of the Solar Facility at the Land during the Development Term, the Development Term will automatically be extended until such date that the Commercial Operation Date occurs, provided, however, in no event shall the Development Term

pursuant to the terms of this Section 2(a) be extended for a period in excess of eighteen (18) months following the date upon which Tenant has commenced the physical construction of the Solar Facilities. “Operating Term” is the period set forth in Section 10 of the Summary. The “Commercial Operation Date” is the date set forth in Section 9 of the Summary. Landlord and Tenant agree to promptly execute and deliver a written memorandum confirming the Commercial Operation Date, the Land and the annual Operating Rent for the Land, in the form attached to the Lease as Exhibit D. Tenant shall promptly notify Landlord in writing upon the occurrence of the Commercial Operation Date. Notwithstanding the foregoing or anything to the contrary contained herein, Tenant shall have the right to terminate this Lease as to the entire Land (or any portion thereof) at any time during the Development Term, for any or no reason at all, upon at least five (5) days’ written notice to Landlord. The termination notice shall be effective upon the mailing of such notice by Tenant, or upon such later date as designated by Tenant in such notice. Upon such termination, except as expressly set forth herein, this Lease shall be of no further force or effect and all rights, duties and obligations of Landlord and Tenant under this Lease shall terminate, except for those that expressly survive termination of the Lease. Notwithstanding the foregoing, if Tenant terminates the Lease only as to a portion of the Land (as indicated in the Reduced Land Notice), this Lease shall continue in full force and effect for the remaining portion of the Land, as set forth in Section 4(c), below. Notwithstanding anything to the contrary contained herein, the Development Term and the Operating Term shall be referred to herein as the “Term”.

(b) Extension Option. Tenant shall have the option (each, an “Option”) to renew this Lease and extend the Operating Term for two (2) additional periods of [REDACTED] each (each, an “Option Term”). The Rent during each Option Term shall be calculated in the same manner as during the initial Operating Term. Tenant shall notify Landlord of its intention to exercise an Option at least [REDACTED] but no more than fifteen (15) months prior to the then-scheduled expiration date of the Lease or at least [REDACTED] but no more than [REDACTED] prior to the expiration of the first Option Term, as applicable.

### 3. Rent.

(a) Development Rent. Tenant covenants and agrees to pay to Landlord, in lawful money of the United States of America, Development Rent in the amount set forth in Section 8 of the Summary. Development Rent is payable on a quarterly basis pursuant to the terms of this Lease. Tenant shall pay the Development Rent payable for each quarter occurring during the Development Term on or before the date that is five (5) days following the commencement of such quarter of the Development Term, provided, however, that the first payment of the Development Rent payable for the first quarter of the Development Term shall be paid on the date that is forty-five (45) days after the Effective Date. In no event shall Tenant be required to pay any Development Rent at any time during which Operating Rent is payable.

(b) Operating Rent. Tenant covenants and agrees to pay to Landlord, in lawful money of the United States of America, Operating Rent in the amount set forth in Section 12 of the Summary during the Operating Term. Operating Rent is payable by Tenant, in advance, on an annual basis, during the Operating Term. The first payment of Operating Rent shall be due and payable within [REDACTED] of the Commercial Operation Date.

(c) Rent. “Rent” shall mean, as applicable, either the Development Rent or the Operating Rent. Rent shall be paid in addition to and over and above all other payments to be made by Tenant as hereinafter provided in this Lease.

(d) Additional Rent: Taxes and Late Fees. As used herein “Additional Rent” shall mean all payment obligations of Tenant to Landlord hereunder which are in excess of Tenant’s obligation to pay Rent. Tenant covenants and agrees to pay as Additional Rent only those Taxes payable by Tenant pursuant to the terms of Section 6, below, and costs, expenses, liabilities and obligations but only to the extent Tenant has expressly agreed to pay or assume the same under the provisions of this Lease or which Tenant agrees, in writing, are to be at the expense

of Tenant. In the event of any partial calendar month during the Term, Tenant shall pay a proportionate share of the applicable Rent due for such month based on the number of days in such month occurring during the applicable calendar month during the Term. Additionally, in the event of any partial year during the Term, Tenant shall pay a proportionate share of the applicable Rent due for such year based on the number of months in such year occurring during the applicable year during the Term. “Taxes” shall mean all Real Estate Taxes, excises, levies, license and permit fees, utility charges and other charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature which shall or may during the Operating Term be assessed, levied, charged, confirmed or imposed upon or become payable out of or become a lien on the Land, or any part thereof directly attributable to Tenant’s use of or occupation of the Land. For the avoidance of doubt, in no event shall Tenant be obligated to pay any Taxes during the Development Term. As used herein, “Real Estate Taxes” shall mean all real property taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, levied or assessed upon or with respect to the ownership of the Land imposed by any board, bureau, commission, department or body of any municipal, county, state or federal governmental unit or subdivision thereof, having or acquiring jurisdiction over the Land or the use and improvement thereof, including any Board of Fire Underwriters having jurisdiction over the Land (collectively, the “Governmental Authorities”) having jurisdiction. Except for taxes, fees, charges and impositions described in the next succeeding sentence, Real Estate Taxes shall not include any municipal, state or federal income, income profits or revenue tax imposed on rent, inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy. For the avoidance of doubt, in no event shall Tenant be responsible for any Real Estate Taxes or Taxes that are not attributable to the portions of the Land or Property not occupied or leased by Tenant hereunder. If either party is delinquent in the payment of any money due to the other under the terms of the Lease, including monthly installments of Rent, and such party shall fail to pay within ten (10) business days after receipt of written notice that such amount is due and payable, such party shall pay to the other upon five (5) business days’ prior written notice, on demand, interest thereon at a rate equal to the ten percent (10%) per annum.

4. Development Term Feasibility.

(a) Right of Entry. At all times during the Development Term, Tenant, its employees, agents and independent contractors shall have full and complete access, upon not less than twenty-four (24) hours’ prior notice to Landlord, which may be telephonic or via electronic mail at the number or the email address specified in Section 15 of the Summary, to the Land to evaluate, conduct, perform field inspections, pre-construction work, invasive soil and water testing, environmental audits, engineering and boundary surveys, topographical, structural and geo-technical tests, and such other tests and inspections (collectively “Tests and Investigations”) of the Land which Tenant may deem necessary or advisable in its sole discretion. Tenant has the right, but not the obligation, to perform Tests and Investigations. Tenant shall have the right to use for ingress and egress the Property and any other land or easement rights on Surrounding Lands owned by or under the control of Landlord to access the Land. Landlord consents and agrees that Tenant may make and file applications, at Tenant’s sole cost and expense, on Landlord’s behalf to any Governmental Authorities having jurisdiction whose approval may be necessary or advisable to enter the Land to perform said Tests and Investigations and to take any actions in furtherance of Tenant’s ability to proceed with timely construction of the Solar Facility. Landlord shall, within five (5) days after Tenant’s request, execute any such application or other documentation and attend hearings, as required by such authority or as would reasonably assist Tenant. In the event Landlord fails to execute such documentation within such time, Landlord hereby constitutes and appoints Tenant as Landlord’s attorney-in-fact to execute any such documentation.

(b) Condition of Title. Landlord will cooperate with Tenant, at Tenant’s cost, to allow Tenant to obtain a preliminary report to be issued by a title company of Tenant’s choosing (the “Title Company”), as well as copies of each document underlying any matters set forth in said report within twenty (20) business days of the Effective Date.

(c) Reduction of Land. If during the Development Term, Tenant determines, in its sole and absolute discretion, that only a portion of the Land shall be necessary for construction of the Solar Facility, then Tenant shall send Landlord written notice specifying that only a portion of the Land is usable by Tenant (the “Reduced Land Notice”). The Reduced Land Notice shall include a description of the portion of the Land that shall be utilized by Tenant for construction of the Solar Facility and the Permitted Use hereunder (the “Reduced Land”). From and after the delivery of the Reduced Land Notice the definition of “Land” hereunder shall mean the Reduced Land and Rent shall be adjusted to exclude the portion of the Land that Tenant has elected not to lease from Landlord pursuant to this Section 4(c).

5. Facility.

(a) At all times while this Lease is in force and effect, all rights to, title to and possession of the Facility (including without limitation, all additions, alterations, and improvements thereto or replacements thereof, all appurtenant fixtures, machinery and equipment installed therein), Environmental Attributes, Incentives, capacity, energy and anything related to or in connection with the foregoing belong solely to Tenant and shall at all times remain the personal property of Tenant and shall not attach to or be deemed a part of, or fixture to the Land. The Facility and any and all improvements located on the Land after the Effective Date through the duration of the Term including the Facility (the “Improvements”) shall at all times retain the legal status of personal property as described under the Uniform Commercial Code – Secured Transactions, VA UCC 8.9a-101 *et. seq.* Any Improvements located or constructed on the Land after the Effective Date shall be deemed to be constructed by Tenant (regardless of whether Tenant constructed the same) and shall in all cases be deemed to be Tenant’s personal property and shall not be considered fixtures to the Land. “Environmental Attributes” shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products. “Incentives” includes, without limitation, any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies.

(b) Except as expressly set forth herein, Tenant, at its sole cost and expense, shall operate and maintain the Facility throughout the Operating Term, including, without limitation, making all necessary repairs and replacements to the Facility, as determined by Tenant in its sole discretion.

(c) Tenant shall have the right to construct the Facility without Landlord’s consent, provided that the construction of the Facility shall be performed in compliance with applicable Legal Requirements (defined in Section 8(a), below). Following the initial construction of the Facility and any Improvements, Tenant shall have the right, but not the obligation, at any time and from time to time during the Term, at its expense, to (i) make additions, changes, alterations, or improvements, structural or otherwise, to the Facility; and (ii) demolish and remove the Facility, the Improvements or any other structures hereafter located on the Property. Notwithstanding any provision to the contrary set forth herein, in no event shall Landlord’s consent be required for any repairs, maintenance or replacements of or to components of the Facility and the Improvements in the ordinary course of business.

6. Taxes. Tenant shall have the right in its own name to contest the validity or amount, in whole or in part, of any Taxes (including a reduction in the assessed valuation of the Property) payable by Tenant hereunder by appropriate proceedings timely instituted, provided such contest and at all times effectively stays or prevents any official or judicial sale of the Land or any part thereof by reason of nonpayment of any Real Estate Taxes. Landlord shall, at Tenant’s request, and reasonable out-of-pocket expense payable by Tenant, fully cooperate with Tenant in all ways to contest any such Real Estate Taxes. Tenant shall hold Landlord harmless from any costs and expenses related to any such contest, and Tenant shall promptly pay any valid final adjudication enforcing any Taxes. Any refund of Real Estate Taxes or other Taxes payable as a result of any such proceedings attributable to a period of time during the Term shall be the property of Tenant. Notwithstanding anything to the contrary contained herein, throughout the Operating Term, Tenant shall pay, or cause to be paid, only those Taxes that may be imposed or



assessed on the Facilities, and Tenant shall pay, or cause to be paid, its share of any increase in Taxes accruing during the Operating Term against the Land to the extent resulting solely and directly from the presence of Facilities on the Land, provided that (i) Taxes expressly payable by Tenant hereunder assessed for fiscal periods of the taxing authority which extend beyond the Term shall be apportioned between Landlord and Tenant at the expiration or earlier termination of the Term, and (ii) Tenant shall not be required to pay Real Estate Taxes on any portion of the Property that is, or for improvements that are the property of Landlord that are, located outside the Land but on the same tax parcel as the Land. For the avoidance of doubt, any increase in Real Estate Taxes attributable to Landlord's rezoning, entitlement or redevelopment of the Property shall be the sole and absolute responsibility of Landlord. Landlord shall prior to the due date therefor forward to Tenant all notices, bills or other statements received by Landlord concerning any Taxes payable by Tenant hereunder. To the extent that any of the Real Estate Taxes payable by Tenant as Taxes (if any) are jointly assessed with Landlord's Real Estate Taxes, the Parties shall cooperate in good faith to cause such Real Estate Taxes to be separately assessed and apportioned so that Tenant pays only those Real Estate Taxes solely and directly attributable to the Land and Tenant's Improvements located thereon to the extent payable by Tenant hereunder. If Tenant is not successful in such contest, Tenant will pay such Real Estate Taxes and any increase in Real Estate Taxes for the Land expressly payable by Tenant hereunder. Tenant shall pay all such Taxes directly to the taxing authority as the same become due and payable and, provided the same are received from Landlord in a timely fashion, before any fine or penalty is added thereto for the nonpayment thereof. Notwithstanding the foregoing, to the extent payable by Tenant hereunder, Tenant may pay any Taxes (including any interest accrued on the unpaid balance of such Taxes) in installments if so payable by law, whether or not interest accrues on the unpaid balance.

7. Insurance.

(a) All Improvements on the Land shall be at Tenant's sole risk. During the Term, Tenant shall be responsible for obtaining insurance on the Improvements against loss or damage by a casualty and against loss or damage by other risks as determined by Tenant in such amounts as determined in Tenant's reasonable discretion.

(b) Tenant shall keep and maintain, or cause to be kept and maintained, a policy or policies of Commercial General Liability Insurance (ISO form or equivalent) insuring Tenant and Landlord as an additional insured, against liability for bodily injury, death and property damage occurring upon or in the Land and Improvements thereon in the following amounts:

(i) [REDACTED] for injury to or death of one person and, subject to that limitation for the injury or death of one person, of not less than [REDACTED] for injury to or death of two or more persons as a result of any one accident or incident; and

(ii) [REDACTED] for damage to or destruction of any property.

Notwithstanding anything to the contrary contained herein, Tenant may (A) increase any of the above-referenced policies or coverage amounts in its sole discretion during the Operating Term, and (B) maintain all or any portion of the insurance coverage it is required to maintain under this Lease under a self-insurance program or under policies that include self-insured retentions.

8. Alterations.

(a) Tenant may at any time, or from time to time, at its sole cost and expense and without obtaining the consent or approval of Landlord, construct Improvements, make changes, alterations, or modifications

(collectively, the “Alterations”) including, but not limited to demolition, removal and/or reconstruction of the Improvements, or any part thereof; provided, however, that such Alterations shall (i) be made in connection with the Permitted Use, and (ii) comply with all laws, statutes, regulations, governmental orders or similar, whether now or hereafter in force, applicable to the Land, or any part thereof, as to the manner of use or occupancy or the maintenance, repair or condition of the Land, or any part thereof (collectively, the “Legal Requirements”). In furtherance, but not in limitation, of the foregoing, Landlord acknowledges that Tenant intends (but shall not be obligated) to construct an energy storage facility and/or photovoltaic solar energy generation and transmission facility on the Land.

(b) Tenant shall comply with all Legal Requirements and shall, within sixty (60) days after receipt of a written demand by Landlord, discharge, by the filing of a bond or otherwise, any mechanics’, materialmen’s or other liens actually filed against the Land by reason of the making of any Alterations.

9. Repairs, Maintenance, Damage or Destruction. Except as expressly set forth herein, Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Improvements. Except in the case of Landlord’s negligence or willful misconduct, Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Improvements throughout the Term, provided that Tenant shall have no obligation to construct or reconstruct any Improvements or to maintain the Improvements in any particular condition or state of repair so long as the Improvements comply with Legal Requirements. All insurance proceeds paid on account of any damage or destruction under the insurance policies maintained by Tenant shall be paid to Tenant.

10. Use of Property; Compliance with Legal Requirements.

(a) Tenant shall have the right during the Term to use and occupy, lease and sublease the Land without the necessity of securing Landlord’s prior consent or permission for the construction, maintenance and operation of photovoltaic solar energy generation and transmission facility and/or energy storage facility and all legal uses and improvements related thereto.

(b) Tenant shall, throughout the Term, promptly comply with all applicable Legal Requirements now or hereafter applicable to the Land and the Improvements. Tenant shall, however, have the right to contest any of the foregoing, and if compliance therewith may legally be held in abeyance during such contest without the imposition of any liens on the Land or the Improvements, Tenant may postpone compliance until the final determination of such contest, provided such contest shall be prosecuted in good faith, except that Tenant shall not so postpone compliance therewith so as to subject Landlord to any fine or penalty or to prosecution for a criminal act, or to cause the Land, or any part thereof, to be condemned or vacated.

11. Condemnation. If, at any time during the Term, the Land or the Improvements, all or any part thereof, shall be taken in condemnation proceedings, the entire award or compensation that may be made in any such proceeding shall be allocated between Landlord and Tenant as follows: (a) Tenant shall first receive the portion of the condemnation award equal to the unamortized portion of the costs expended by Tenant in acquiring this Lease (not including Rent or Additional Rent paid hereunder) and constructing any Improvements on the Land (for purposes of the foregoing, such costs shall be amortized over a period of twenty (20) years); and (b) the remaining proceeds shall be divided between Tenant and Landlord in the same proportion as the value of Tenant’s unexpired leasehold interest in the Land bears to Landlord’s fee interest in the Land as encumbered by this Lease. Landlord and Tenant each agree to execute any and all documents that may be required in order to facilitate the collection of any and all such awards or compensation. Tenant shall have the right to participate in any such condemnation proceedings and to be represented by counsel for the purpose of protecting its interest hereunder. Notwithstanding the foregoing, in the event a portion of the Land or Improvements is taken, and Tenant determines (in its sole discretion) that Tenant does not wish to terminate this Lease pursuant to Section 11 below, then the

proceeds of such condemnation shall be paid as follows: (i) first, to Tenant in the amount required to cover the reasonably anticipated costs of construction or reconstruction of any Improvements necessitated by such partial taking (including any roadway Improvements); and (ii) the remainder to Landlord. If, at any time during the Term, title to less than all of the Land or the Improvements shall be taken in condemnation proceedings, then Tenant shall have the right to determine, in its sole discretion, whether to terminate this Lease or continue this Lease in full force and effect. In the event Tenant elects to continue this Lease, the Rent thereafter payable by Tenant shall be proportionately reduced.

12. Easements and Encumbrances.

(a) In the event requested by Tenant, Landlord shall grant such easements, rights of way, or other rights or encumbrances necessary for the completion, maintenance and operation of Tenant's Improvements, across, over, under or through Landlord's fee interest in the Property, Land and/or other land owned by or under the control of Landlord and not included in the Land, and such easements, rights of way and other rights or encumbrances shall be delivered by Landlord on forms prepared by Tenant within fifteen (15) days of request by Tenant, so long as such easements, rights or way or other encumbrances do not materially impact the reasonable development of Landlord's adjacent land; provided, however, that for purposes of this Section 12, no such development by Landlord or its affiliates shall be deemed to be reasonable in the event that it blocks access to the Land or the Improvements or access of sunlight to the Improvements or interferes with Tenant's rights hereunder.

(b) Landlord will not construct buildings or structures, initiate or conduct activities or plant trees or vegetation of any type or allow any trees or other vegetation on the Property or Surrounding Land under its control from overshadowing or otherwise blocking access to the Improvements or access of sunlight to the Improvements.

(c) Landlord hereby grants Tenant the right, but not the obligation, from time to time to trim and to cut down and clear away or otherwise destroy any and all trees, vegetation and brush now or hereafter on the Land, Property (or Surrounding Land) and to trim and to cut down and clear away any trees on either side of the Land, Property or Surrounding Land which now or hereafter in the reasonable opinion of Tenant may be a hazard to the Improvements, block access to the Improvements, access of sunlight to the Improvement and/or interfere with the exercise of Tenant's rights hereunder.

(d) Landlord shall not place any buildings or other structures on the Land during the Term hereof without Tenant's prior written consent, to be given or withheld in Tenant's sole and absolute discretion. Additionally, Landlord shall not place any buildings or structures on (i) any land contiguous to the Land, the Property, or other land controlled by Landlord, or any Landlord affiliate; or (ii) land adjacent to the Land or Property that Landlord or Landlord's affiliate may acquire, which blocks or interferes with access to the Improvements or access of sunlight to the Improvements (collectively, the "Surrounding Land"). Landlord and Tenant hereby acknowledge that Tenant shall have the right (but shall not be obligated) to remove, at Landlord's cost, any such buildings or other structures in violation of the preceding sentence. Tenant shall be permitted to a reimbursement of such costs as an abatement of Rent. In the event Landlord shall sell, convey or otherwise transfer ownership of any of the Surrounding Land, Landlord shall include in any instrument evidencing such transfer such prohibition. Tenant shall have the right, but not the obligation, to enter any Surrounding Land to remove or trim any flora which blocks access to the Improvements or access of sunlight to the Improvements.

(e) Landlord grants to Tenant the right, privilege, and non-exclusive easement to be located at a mutually acceptable location on a portion of the Surrounding Land to be used for temporary (i) storage and staging of tools, materials and equipment, (ii) construction laydown, (iii) parking of construction crew vehicles and temporary construction trailers, (iv) vehicular and pedestrian access and access for rigging and material handling,

and (v) other facilities reasonably necessary to construct, erect, install, expand, maintain, modify or remove the Facility.

13. Encumbrance of the Leasehold Estate; Leasehold Mortgage.

(a) Tenant shall have the right, from time to time, without the prior consent of Landlord, to mortgage, hypothecate, pledge, convey in trust or alienate or otherwise encumber Tenant's leasehold estate in the Land and/or Tenant's fee estate in the Improvements as security for payment of any indebtedness and/or the performance of any obligation by means of a mortgage which encumbers Tenant's leasehold interest in the Land and Improvements which constitutes a first lien on this Lease (each, a "Leasehold Mortgage"). A Leasehold Mortgage shall mean any lender or other legitimate holder of a Leasehold Mortgage (a "Leasehold Mortgagee"). A Leasehold Mortgagee may enforce such Leasehold Mortgage and foreclose the leasehold estate by lawful foreclosure and upon such foreclosure and judicial sale, the Leasehold Mortgagee may sell and assign the leasehold estate hereby created, provided that a Leasehold Mortgagee shall at all times have the right to assign its rights under the Leasehold Mortgage and any other security instruments and/or documents relating to the Leasehold Mortgage to a nominee for the purpose of taking title to the Land following a foreclosure of the Leasehold Mortgage or deed-in-lieu thereof. Such nominee (the "Lessee") shall be entitled to all of the rights and protections afforded a Tenant in this Lease. Any person or entity acquiring such leasehold estate so sold and assigned by the Lessee or Leasehold Mortgagee shall be liable to perform the obligations imposed on Tenant by this Lease only during the period such person has ownership of said leasehold estate of the Land. The rights and privileges hereunder of any Lessee shall be subject to the rights and privileges of any other party whose lien has priority over the lien of such Lessee. Except as provided in Section 12 above, in no event whatsoever shall Tenant have the right to encumber Landlord's fee simple interest in Land without Landlord's consent.

(b) For the benefit of the holder of any Leasehold Mortgage who shall have become entitled to notice as hereinafter provided in this Section 13, Landlord agrees not to accept a voluntary surrender of this Lease at any time while such Leasehold Mortgage shall remain a lien on the leasehold estate; and Landlord and Tenant further agree for the benefit of any such Lessee or Leasehold Mortgagee that, so long as any such Leasehold Mortgage shall remain a lien on the leasehold estate, without the prior written consent of such Lessee or Leasehold Mortgagee, Landlord and Tenant will not subordinate this Lease to any mortgage which may hereafter be placed on the fee of the Land or amend or alter any terms or provisions of this Lease or consent to any prepayment of any Rent by more than one (1) month, except as set forth herein and Landlord will simultaneously provide any notice of an Event of Default on the part of Tenant to the holder of any Leasehold Mortgage or Lessee.

(c) If at any time any Lessee shall have given to Landlord, before any default shall have occurred under this Lease, a notice specifying the name and address of such Lessee, Landlord shall send by personal delivery or by certified or registered mail or overnight courier service to such Lessee a copy of each notice of default at the same time as and whenever any such notice of default shall thereafter be given by Landlord to Tenant, addressed to such Lessee at the address last furnished to Landlord. No notice of default by Landlord shall be deemed to have been given unless and until a copy thereof shall have been so given to such Lessee. Tenant irrevocably directs that Landlord accept, and Landlord agrees to accept, performance and compliance by any such Lessee of and with any term, covenant or condition on Tenant's part to be kept, observed or performed under this Lease with the same force and effect as though kept, observed or performed by Tenant.

(d) In case of the termination of this Lease by reason of the occurrence of an Event of Default, Landlord shall give notice thereof to any Lessee who shall have notified Landlord of its name and address pursuant to Section 13(c), which notice shall be sent by personal delivery or by registered or certified mail or overnight courier service to such Lessee at the address last furnished to Landlord pursuant to Section 13(c). If, within thirty (30) days after the mailing of such notice, such Lessee shall notify Landlord that such Lessee desires to enter into a lease of the Land with Landlord, Landlord shall join with the Lessee, or its nominee, in executing and delivering

a new lease of the Land to such Lessee, or its nominee, for the remainder of the Term, at the Rent and upon the terms, covenants and conditions contained in this Lease.

(e) Any Lessee shall be liable to perform obligations under this Lease only for and during the period of time that such Lessee has taken assignment of the leasehold estate. Moreover, any Lessee or other party who acquires the leasehold estate pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations hereunder once such Lessee or other party no longer has possession and use of the leasehold estate and such possession and use has properly vested in another person or entity.

14. Assignment and Subletting.

(a) Tenant may not sell, transfer or assign this Lease without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, as long as Tenant is not in default beyond any applicable notice and cure period, then Tenant may in its sole discretion assign this Lease without the consent of Landlord to (i) any company directly or indirectly controlling, controlled by or under common control with Tenant; (ii) any entity engaged in a joint venture, partnership or similar arrangement with Tenant, an affiliate, subsidiary or parent of Tenant, or a subsidiary or affiliate of Tenant's parent; (iii) any person or entity purchasing or otherwise succeeding to all or substantially all of the assets of Tenant; (iv) a successor entity in a merger or acquisition transaction; (v) to any other company, provided the net worth of such company at the time of the proposed transfer is equal to or greater than the Tenant at the time of the proposed transfer, or (vi) to any individual, entity, financial institution, leasing company, or lender providing funds or extending credit to Tenant for the purpose of leasing the Land or constructing, maintaining, repairing and operating the Solar Facilities. Any assignment by Tenant shall relieve Tenant of all future performance, liabilities, and obligations under this Lease, provided that the assignee assumes all of the obligations of Tenant under this Lease. In the event of an assignment of this Lease pursuant to this Section 14(a), all liabilities and obligations of the assignor (including a Leasehold Mortgagee which acquires the leasehold estate pursuant to a foreclosure and sale) accruing after such assignment shall terminate and be released and discharged provided the assignee shall have assumed each and every one of the terms, covenants and provisions contained in this Lease by an instrument of assumption. Landlord shall have the right to assign this Lease provided that any such assignment shall not be made unless fee title to the Property is simultaneously transferred to the assignee and such assignee has assumed all of Landlord's obligations under this Lease in writing. Landlord shall provide Tenant with prior written notice of such assignment and written evidence thereof.

(b) Tenant shall have the right, without Landlord's consent, to sublet portions of the Land or the Improvements, or both, provided that each such sublease shall be subject and subordinate to this Lease and to the rights of Landlord hereunder. Upon the written request of Tenant, Landlord agrees to enter into a non-disturbance and attornment agreement with a subtenant of the Land or the Improvements, or both, which agreement shall provide in substance that, so long as such subtenant complies with all the terms, covenants and conditions of its sublease, Landlord, in the exercise of any of its rights or remedies under this Lease, shall not deprive the subtenant of possession, or the right of possession, of its subleased portion of the Land or the Improvements, or both, during the term of such sublease, or join the subtenant as an adverse or defendant party in any action or proceeding to enforce or terminate this Lease or to obtain possession of the premises demised in such space lease for any reason other than a breach by the subtenant of the covenants contained in its sublease.

15. Liens.

(a) Landlord acknowledges and agrees that Landlord does not have a lien on any of Tenant's personal property, including, but not limited to, the Solar Facility, Tenant's inventory, trade fixtures, removable equipment, fixtures and all Improvements ("Tenant's Personalty"), and all of Tenant's Personalty shall be deemed the personal property of Tenant in accordance with the laws of the Commonwealth of Virginia. Landlord expressly

waives its lien or related rights, if any, granted or conferred upon Landlord by the Legal Requirements on any of Tenant's Personalty. To the extent any such lien is nevertheless imposed upon Tenant's Personalty, Landlord hereby subordinates such lien to the lien of any Leasehold Mortgagee of Tenant secured by Tenant's Personalty. Landlord agrees, upon written request by Tenant, to cause any lender or mortgagee having a security interest in the Property or the Land to specifically acknowledge the rights of any Leasehold Mortgagee under this Lease. This provision is operative without execution of any further documentation, and may be relied on by any Leasehold Mortgagee in extending credit to Tenant. Any Leasehold Mortgagee shall be a third-party beneficiary of Section 15 of this Lease and may take action against Landlord (i) to enforce its rights and Tenant's rights or (ii) in the event of a breach by Landlord of its duties under this provision.

(b) As a condition precedent of any encumbrance of the Property or the Land by Landlord subsequent to the date of this Lease, (i) the Lease shall be in a first priority position (*i.e.*, no senior monetary liens may encumber the Property or the Land other than Real Estate Taxes and assessments on the Land that are a lien not yet due and payable), or (ii) the holder of each mortgage or other monetary encumbrances (*i.e.*, mechanics' liens, judgment liens, tax liens, etc.) shall promptly execute and deliver to Tenant a fully executed and acknowledged SNDA (defined below) in a form reasonably approved by Tenant. Subject to this Section and Section 24, Landlord may collaterally assign its interest in this Lease.

#### 16. Default Provisions.

(a) The following events shall be referred to herein as "Events of Default" and each an "Event of Default":

(1) if either party shall default in the due and punctual payment of any monetary sums payable under this Lease, when and as the same shall become due and payable, and such default shall continue for more than ten (10) business days after a written notice therefor shall have been received by the defaulting party; or

(2) if either party shall default in keeping, observing or performing any of the non-monetary terms, covenants or conditions contained in this Lease, and if such default is not remedied (A) within sixty (60) days after the defaulting party shall have received a written notice specifying such default, or (B) in the case of any such default which cannot with due diligence and in good faith be cured within sixty (60) days, within such additional period as may be reasonably required to cure such default with due diligence and in good faith (it being intended that, in connection with any such default which is not susceptible of being cured with due diligence and in good faith within sixty (60) days, the time within which the defaulting party is required to cure such default shall be extended for such additional period as may be necessary for the curing thereof with due diligence and in good faith, provided that in no event shall such period exceed ninety (90) days).

(b) Upon the occurrence of any Event of Default by Tenant hereunder, Landlord agrees, within five (5) days of the expiration of all applicable notice and cure periods and prior to taking any action to terminate this Lease, to send, by registered or certified mail, written notice of such default to any Lessee or Leasehold Mortgagee. If Tenant fails to cure any Event of Default under this Lease within any applicable grace and cure periods, then Landlord shall afford to Lessee or any Leasehold Mortgagee (i) for defaults by Tenant in the payment of money, an additional sixty (60) days within which Lessee or any Leasehold Mortgagee shall have the right, but not the obligation, to cure such default and (ii) for all other defaults hereunder, an additional one hundred twenty days (120) within which Lessee or any Leasehold Mortgagee shall have the right, but not the obligation, to cure such default. If Lessee or Leasehold Mortgagee elects to cure, but cannot remedy a non-monetary default completely within the aforementioned additional one hundred twenty (120) day period, then Landlord shall give Lessee or any Leasehold Mortgagee a reasonable extension of time so to do, provided that Lessee or any Leasehold Mortgagee continues to pursue such remedies with reasonable diligence. The commencement of foreclosure proceedings by a Leasehold Mortgagee shall be deemed the commencement of a non-monetary cure provided that:

(a) the Leasehold Mortgagee thereafter diligently prosecutes the same (provided, however, that if the Leasehold Mortgagee is prevented or restrained by a court of competent jurisdiction or by reason of any law, regulation, order, stay or rule from so proceeding, the time period set forth above shall be tolled, and provided further that if the default is cured, the Leasehold Mortgagee may discontinue such proceedings and/or possession); and (b) upon acquisition by either the Leasehold Mortgagee or any other direct purchaser or direct transferee of Tenant's interest under this Lease, whether at a judicial foreclosure, trustee's sale or by deed or assignment in lieu of foreclosure, such Leasehold Mortgagee, purchaser or transferee commences within one-hundred twenty (120) days after acquiring such interest, and thereafter diligently prosecutes to completion, curing all defaults hereunder reasonably capable of being cured by such Leasehold Mortgagee or transferee. The time available to any Leasehold Mortgagee entitled to notice to initiate foreclosure proceedings as aforesaid shall be deemed extended by the reasonable number of days of delay occasioned by circumstances beyond the Leasehold Mortgagee's control. During the period that such Leasehold Mortgagee or Lessee shall be in possession of the Land and/or during the pendency of any foreclosure proceedings instituted by any Leasehold Mortgagee, the Leasehold Mortgagee and/or Lessee shall pay or cause to be paid the Rent and all other charges of whatsoever nature payable by Tenant hereunder which have been accrued and are unpaid and which will thereafter accrue during said period. Landlord agrees that, so long as Leasehold Mortgagee or Lessee shall have the right to cure any default by Tenant under this Lease, as provided herein, Landlord shall not take any action to terminate this Lease. In the event that the default under this Lease is a result of the bankruptcy of Tenant or is otherwise incapable of being cured by Leasehold Mortgagee or Lessee or if the Lease is rejected in connection with a bankruptcy proceeding by Tenant, a trustee in a bankruptcy or such other party to such proceeding on behalf of Tenant, within ten (10) days after a request from Lessee or Leasehold Mortgagee, which request has been made within thirty (30) days following Lessee's or Leasehold Mortgagee's receipt of written notice of such default or rejection of the Lease in a bankruptcy proceeding, Landlord agrees that it will, at Lessee's or Leasehold Mortgagee's sole option, enter into a new ground lease (a "New Lease") with Lessee or Leasehold Mortgagee or its nominee for the remaining portion of the Term, and upon the terms and conditions that would have been applicable for such period under this Lease had the default not occurred, it being the intention of the parties, if Lessee or any Leasehold Mortgagee so elects, to preserve the Lease and the benefit of the leasehold estate created by this Lease for the benefit of Lessee or any Leasehold Mortgagee without interruption and for no additional consideration from Lessee or any Leasehold Mortgagee. Any New Lease shall be superior to all rights, liens and interests granted at any time on the fee interest in the Land and to all rights, liens and interests intervening between the date of this Lease and the granting of the New Lease, and shall be free of any and all rights of Tenant under the Lease. If Lessee or any Leasehold Mortgagee designates Tenant to enter into the New Lease in accordance with the terms hereof, Tenant and Landlord acknowledge and agree that Lender shall have the right to encumber the New Lease and the estate created thereby with a mortgage (as the case may be) on the same terms and conditions, and with the same first lien priority as the Leasehold Mortgagee, it being the intention of the parties to preserve the priority of the Leasehold Mortgagee, the New Lease and the leasehold estate created by the New Lease for the benefit of Lender without interruption. For purposes of this Lease, "Lender" shall mean a bank, savings bank, trust company, insurance company, pension or profit-sharing trust, retirement or welfare fund, real estate investment trust or any other lender.

(c) At any time or from time to time after any such expiration or termination of a cure period provided above, including any and all cure rights of Leasehold Mortgagee described in Section 16(b), above, Landlord may relet the Land, or any part thereof, in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions as Landlord may determine and may collect and receive the rents therefor.

(d) Upon the occurrence of an Event of Default on the part of Landlord hereunder, Tenant shall be entitled to any and all remedies available to Tenant at law and in equity, including, but not limited to the right to bring a claim for specific performance or a suit for damages, including in connection with contracts or agreements to which Tenant is a party to arising directly or indirectly from Landlord's breach or Event of Default under the Lease.

17. Surrender of Possession. Except as set forth herein, Tenant shall, upon expiration or earlier termination of the Term, remove the Solar Facility, all personal property and all of Tenant's Personalty and restore the Land to a condition reasonably similar to its original condition, reasonable wear and tear, casualty damage and condemnation excepted. Landlord agrees and acknowledges that the Solar Facility and all of the equipment, conduits, fixtures of Tenant and Tenant's Personalty shall remain Tenant's Personalty and at all times title to the same shall continue to be the property of Tenant (or Leasehold Mortgagee's or Lessee's, as the case may be) and Tenant (or Leasehold Mortgagee or Lessee's, as the case may be) shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Legal Requirements. Notwithstanding the foregoing, if Tenant's Personalty cannot be removed prior to the expiration or earlier termination of the Term; Tenant may hold over at the Land for a period not to exceed one hundred eighty (180) days ("Removal Period"), on the same terms and conditions as applicable during the Operating Term; provided, however, that in no event shall any Rent be payable during the Removal Period. In connection with the foregoing, Landlord shall promptly execute and deliver any and all permits and permit applications necessary or desirable so that Tenant (or Leasehold Mortgagee or Lessee's, as the case may be) may remove the Solar Facility and all of Tenant's Personalty.

18. Indemnification. Tenant hereby agrees to indemnify and hold harmless Landlord from and against any and all claims, costs and expenses, including reasonable attorneys' fees, to the extent that the same arise directly due to any grossly negligent act or omission of Tenant or Tenant's agents or employees, except if caused by Landlord, or its agents', contractors', employees' or invitees' negligence or willful misconduct. Tenant shall, at its own cost and expense, defend any and all actions, suits and proceedings which may be brought against Landlord with respect to the foregoing or in which Landlord may be impleaded. Landlord hereby agrees to indemnify and hold harmless Tenant from and against any and all claims, costs and expenses, including reasonable attorneys' fees, to the extent that they (x) arise from or are connected with the negligence or willful misconduct of Landlord or Landlord's agents, employees or invitees, or (y) result from any default or breach of this Lease or any provision therein by Landlord. Landlord shall, at its own cost and expense, defend any and all actions, suits and proceedings which may be brought against Tenant with respect to the foregoing or in which Tenant may be impleaded. Landlord shall pay, satisfy and discharge any and all final judgments, orders and decrees which may be recovered against Tenant in connection with the foregoing. The provisions of this Section 18 shall survive the expiration or earlier termination of the Term.

19. Quiet Enjoyment.

(a) Landlord covenants that Tenant, upon paying the Rent provided for in this Lease, and upon keeping, performing and observing the terms, covenants and conditions of this Lease on its part to be kept, observed and performed, shall and may peacefully and quietly have, hold, occupy and enjoy the Land for the entire Term, without hindrance, ejection or molestation by Landlord or any party claiming under or through Landlord.

(b) Landlord covenants that Tenant and Tenant's designees (including any Leasehold Mortgagee or Lessee and any local electric distribution owner or operator providing electric distribution and interconnection services to Tenant at the Land, as well as any other electric distribution or transmission owner or operator with approval and/or consent rights of any kind in connection with the Solar Facility) shall have the non-exclusive right of pedestrian and vehicular ingress and egress from a public right of way, seven (7) days a week, twenty four (24) hours a day, over, in and through the Land and to the Land for the purpose of construction, installation, operation, interconnection, inspection, maintenance, repair and improvements of the Solar Facility.

20. Inspection by Landlord. Tenant shall permit Landlord, or its authorized representatives, to enter the Land and the Improvements at all reasonable times during usual business hours, upon at least two (2) business days' prior notice from Landlord, for the purposes of inspecting the Land. In addition, Landlord's notice shall identify any third parties who intend to accompany Landlord on the Land by name and employer. Any access to



the Land must be in the accompaniment of a representative of Tenant and must be in compliance with Tenant's security procedures with respect to any such entry, which may at Tenant's reasonable discretion require the execution of a nondisclosure agreement. Tenant shall have the right to deny access to the Land to third parties if (i) Tenant determines in its reasonable discretion that allowing such third-party potential exposure to Tenants' proprietary and confidential information within the Land would be detrimental to Tenant's business interests, or (ii) such third party fails to provide Tenant with a reasonable executed non-disclosure and confidentiality agreement prior to accessing the Land. Any such access shall not unreasonably interfere with Tenant's business operations at the Land.

21. Landlord's Consent. Landlord agrees that whenever it is provided in this Lease that the prior consent or approval of Landlord is required, Landlord will not unreasonably withhold, condition or delay the giving of such consent or approval.

22. Limitation on Tenant's Liability. Landlord agrees that any claim, judgment or decree of any court or arbitrator(s) against Tenant and in favor of Landlord as a result of any default or breach of any of the terms, covenants, conditions or limitations contained in this Lease on Tenant's part to be kept, observed and performed, shall be satisfied by Landlord resorting to the interest of Tenant in this Lease and any other assets of Tenant, but not against the assets of Tenant's officers, directors, employees, shareholders, members, partners, other equity owners, and Landlord shall not have the right to seek or obtain a personal judgment against Tenant or Tenant's officers, directors, employees, shareholders, members, partners, other equity owners for any damages.

23. Landlord's Covenants, Representations and Warranties.

(a) Landlord hereby covenants and agrees to give Tenant exclusive possession of the Land on the date that is five (5) days after Tenant notifies Landlord, in writing, that it will commence construction activities at the Land, free and clear of all tenants, licensees and occupants (the "Construction Commencement Notice"). In addition, on the from and after the delivery of Construction Commencement Notice, Landlord shall have removed all of its personal property and equipment from the Land, it being understood that Landlord shall have no right to enter onto the Land from and after the date specified in the Construction Commencement Notice. Subject to the foregoing, the Land shall be delivered to Tenant on the Effective Date in "as is, where is" condition. Except for entry under the terms of this Lease, Landlord agrees, for itself and for parties under its control, not to allow entry upon the Land as expressly set forth herein, and shall not interfere with or handle any of Tenant's equipment or the Solar Facility without written authorization from Tenant, provided that Landlord will provide Tenant with at least two (2) business days' notice, except in the event of an emergency, in which case Landlord will give such notice as is practicable under the circumstances to promptly notify Tenant upon the discovery of an emergency condition at or in the Solar Facility.

(b) To the best of Landlord's knowledge, Landlord represents and warrants to Tenant that no underground storage tanks for petroleum or any other substance, or underground piping or conduits are or have previously been located on the Property or the Land, and no asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other Hazardous Substances have been placed on or in any structure on the Property or the Land by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Property or the Land, and there have been no release of or contamination by Hazardous Substances on the Property or the Land. Landlord has provided Tenant with all environmental studies, records and reports in its possession or control conducted by independent contractors or Landlord, and all correspondence with any public or quasi-public authority having jurisdiction concerning environmental conditions of the Property or the Land, or which identify underground storage tanks or otherwise relate to contamination of the soil or groundwater of the Property, the Land or effluent into the air.

(c) Landlord has not received notice of or been served with any pending or threatened litigation, condemnation, foreclosure or deed in lieu thereof with respect to any portion of the Property relating to or arising out of the ownership of the Property or the Land by any person, company or governmental instrumentality, and Landlord represents and warrants, to the best of Landlord's knowledge, the Property and the Land have lawful and valid vehicular access to and from the Property and the Land to existing public rights of way, pedestrian pathways, roads, sewer, electrical, other utility services and all utilities which serve the Property and the Land enter the Property or the Land through adjoining public streets or, if they pass through an adjoining private tract, do so in accordance with valid public easements, which easement(s) shall be sufficient for the purposes of Tenant.

(d) Landlord represents, warrants and covenants to Tenant that Exhibit B, attached hereto, accurately depicts the Land.

As used herein, the term "Hazardous Substance" as used in this Lease shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any of the statutes or regulations listed below and any and all of those substances included within the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "hazardous chemical substance or mixture", "imminently hazardous chemical substance or mixture", "toxic substances", "hazardous air pollutant", "toxic pollutant" or "solid waste" in the statutes or regulations listed below. Hazardous Substances shall also mean any and all other similar terms defined in other federal state and local law, statues, regulations, orders or rule and materials and wastes which are, or in the future become, regulated under applicable local, state or federal law for the protection of health or the environment or which are classified as hazardous or toxic substances, materials or waste, pollutants or contaminants, as defined, listed or regulated by any federal, state or local law, regulation or order or by common law decision, including, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) any petroleum products or fractions thereof, (iii) asbestos, (iv) polychlorinated biphenyls, (v) flammable explosives, (vi) urea formaldehyde, (vii) mold and fungal material, and (viii) radioactive materials and waste. In addition, a Hazardous Substance shall include: (1) A "Hazardous Substance", "Hazardous Material", "Hazardous Waste", or "Toxic Substance" under the Comprehensive Environmental Response, Compensation and Liability act of 1980, 42 U.S.C. §§ 9601, et seq., as amended by the Superfund Amendment and Reauthorization Act of 1986; (2) "Oil" or a "Hazardous Substance" listed or identified pursuant to § 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as well as any other hydrocarbonic substances or by-product; (3) A material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, damages or threatens to damage, health, safety, or the environment, or is required by any law or public agency to be remediated, including remediation which such law or public agency requires in order for the property to be put to any lawful purpose; (4) Pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136, et seq.; (5) Asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq.; (6) Any radioactive material including, without limitation, any "source material", "special nuclear material", "by-product material", "low-level wastes", "high-level radioactive waste", "spent nuclear fuel" or "transuranic waste", and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, 42 U.S.C. §§ 2011, et seq., or the Nuclear Waste Policy Act, 42 U.S.C. §§ 10101, et seq.; (7) Industrial process and pollution control wastes, whether or not "hazardous" within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.; (8) Any substances regulated under the Occupational Safety and Health Act, 29 U.S.C. §§ 651, et seq.; (9) Mold and organic material of a mold-inducing nature; (10) Radon; and (11) Any substance regulated under the Clean Air Act, 42 U.S.C. §§ 7401, et seq.

24. Subordination; Non-disturbance. Landlord shall, at its sole cost and expense, on or before any payment of Operating Rent is due, unless earlier requested by Tenant, and as a condition to Tenant's obligation to make any payment of Operating Rent, deliver to Tenant a subordination, non-disturbance and attornment

agreement(s) (each a “SNDA”) from the holder(s) of any mortgage or other monetary lien encumbering the Land, in form and substance reasonably acceptable to Tenant, which provides, among other things, that Tenant’s occupancy or use of the Land in accordance with the terms of this Lease, including the easements granted under this Lease, will not be disturbed. Such SNDA shall be recorded in the official records of the county where the Land is located. For the avoidance of doubt, as a condition to Tenant’s obligation to pay or continue to pay Operating Rent, Landlord will obtain an SNDA from any current or future lender in accordance with this Section 24.

25. Estoppel Certificates. Either Party agrees, at any time and from time to time upon not less than ten (10) business days’ prior notice by the other Party or from a Leasehold Mortgagee or Lessee, to execute, acknowledge and deliver to the other Party, or to any person designated by the other Party, a written estoppel certificate certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), and the dates to which the Rent has been paid, and stating whether or not the other Party is in default in keeping, observing or performing any term, covenant or condition contained in this Lease on the other Party’s part to be kept, observed or performed and, if in default, specifying each such default, and any other factual matters pertaining to this Lease reasonably requested by the other Party, it being intended that any such statement delivered pursuant to this Section may be relied upon by the other Party, or any prospective purchaser or encumbrancer of the Property, the Land or the Improvements or both (including any Leasehold Mortgagee or Lessee), any auditor, creditor, commercial banker, and investment banker of either Party or any purchaser of Landlord’s interest in the Property or the Land. Any Party’s failure to execute, acknowledge, and deliver, on request, such an estoppel within the specified time shall constitute acknowledgment by such Party to all persons entitled to rely on the estoppel certificate that the information contained in the form of estoppel certificate, if any, provided with the request is true and accurate in all respects; provided that said acknowledgment and waiver shall not apply to the extent such acknowledgment or waiver is inconsistent with any statement or information set out in a written notice provided by such Party to the requesting Party within the specified time.

26. Miscellaneous Provisions.

(a) All notices, approvals, disapprovals or elections required or permitted to be given under this Lease shall be in writing and shall be (a) delivered personally, (b) mailed, certified or registered mail, return receipt requested, (c) sent by email transmission, (d) sent by facsimile transmission (if facsimile numbers are provided), or (e) sent by Federal Express or other professional carrier, to the parties at the addresses set forth in Sections 15 and 16 of the Summary, as applicable. Notices shall be deemed given upon delivery or tender of delivery to the intended recipient; provided that notice sent by email shall only be deemed received when both (a) the sender has electronic confirmation that it was sent to all Parties (and has retained a printed confirmation of the delivery to the applicable fax number or email address) and (b) a hard copy of such notice is sent by other acceptable means set forth in this Section 26(a). Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Any notice sent by the attorneys representing a Party shall qualify as notice under this Lease.

(b) Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural and words in the plural shall be held to include the singular, when the context so requires. In the event that more than one person or entity or persons constitutes Landlord hereunder, the rights, duties, obligations and liabilities of the entities comprising Landlord shall be joint and several. In any instance where Landlord’s consent is needed for any action or matter arising under or related to this Lease, Tenant shall be entitled to rely on the authority of either one or both of the entities or persons comprising Landlord.

(c) The captions herein are inserted only for convenience, and they are in no way to be construed as a part of this Lease or as a limitation on the scope of the particular provisions to which they refer.

(d) This Lease is made pursuant to, and shall be construed and enforced in accordance with, the laws of the Commonwealth of Virginia.

(e) Subject to Section 14, the parties hereto covenant and agree that all of the conditions, covenants, agreements, rights, privileges, obligations, duties, specifications and recitals contained in this Lease shall be construed as covenants running with the land and as extending to, inuring to the benefit of, and being binding upon, Landlord and Tenant, and their respective successors and assigns, to the same extent as if such successors and assigns were named as original parties to this Lease, all to the end that this Lease shall always bind the owner and holder of any fee or leasehold interest in or to the Property and the Land.

(f) This Lease cannot be changed or terminated orally. This Lease contains the entire agreement between the parties and is intended by the parties to set forth their entire agreement in respect of the Land with respect to the subject matter hereof, and any agreement hereafter made shall be ineffective to change, modify or discharge this Lease, in whole or in part, unless such agreement is in writing and signed by the Party against whom enforcement of the change, modification or discharge is sought.

(g) In the event of any action between the parties hereto for enforcement or interpretation of any of the terms or conditions of this Lease, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees actually incurred, together with its other reasonable out-of-pocket costs and expenses, including expert witness fees, accounting and other professional fees from the non-prevailing party.

(h) Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, epidemics or pandemics (including the current pandemic caused by COVID-19), fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "Force Majeure"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

27. Non-Merger of Estates. The interests of Landlord and Tenant in the Property or the Land shall at all times be separate and apart, and shall in no event be merged, notwithstanding the fact that this Lease or the leasehold estate created hereby, or any interest therein, may be held directly or indirectly by or for the account of any person who shall own the fee title to the Property or the Land, or any portion thereof; and no such merger of estates shall occur by operation of law, or otherwise, unless and until all persons at the time having any interest in the Property or the Land, including any Leasehold Mortgagee or Lessee, shall join in the execution of a written instrument effecting such merger of estates.

28. Mineral Rights. Landlord hereby represents, warrants and covenants to Tenant that as of the Effective Date, Landlord has not transferred, leased, licensed or otherwise encumbered the mineral rights for the Property and that notwithstanding anything to the contrary contained herein, following the Effective Date, Landlord shall have no right to access the surface of the Property or the Land for the removal of any such minerals nor shall Landlord provide any subsequent licensee, transferee, assignee or purchaser of the mineral rights for the Property with any surface rights whatsoever to the Property or Land. In no event shall any such use interfere with Tenant's rights hereunder. Any breach of the representations, warranties and covenants set forth in this Section shall be an immediate Event of Default, entitling Tenant to any and all rights and remedies set forth herein.

29. Brokers. Neither Landlord nor Tenant shall have any obligation to pay any commissions, finder's fees or brokerage fees with respect to this Lease. Each Party represents that, it has not had any dealings with any real estate broker, finder, or other person with respect to this Lease. Each Party shall defend, protect, indemnify

and hold harmless the other from all damages or claims that may be asserted by any broker, finder, or other person with whom the indemnifying Party has purportedly dealt. The terms of this Section shall survive the expiration or earlier termination of this Lease.

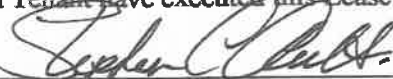
30. Recording. As a condition precedent to Tenant's obligations hereunder including the obligation to pay Rent, Landlord agrees to execute and deliver to Tenant an original counterpart of the Memorandum of this Lease in the form of Exhibit C attached hereto, which Tenant may record, at its own expense in the real property records of Prince Edward County, Virginia. The date set forth in the Memorandum of Lease is for recording purposes only. Within thirty (30) days after the expiration or earlier termination of this Lease, Tenant shall deliver to Landlord a quitclaim deed granting such Memorandum of Lease to Landlord, or such other commercially reasonable documentation necessary to remove the Memorandum of Lease from the applicable records, provided that Landlord has satisfied all material obligations under this Lease. In addition to the foregoing, Landlord agrees to execute and deliver to the Title Company such customary owner's affidavits and other instruments, undertakings and assurances as may be reasonably required by Tenant or the Title Company to issue a title policy insuring Tenant that Landlord is the sole fee owner of the Property and the Land, and that, to the best of Landlord's then-current, actual knowledge the Memorandum of Lease is not junior to any monetary liens other than Real Estate Taxes that are a lien not yet due or mortgages and/or deeds of trusts the beneficiaries of which have executed and delivered an SNDA in accordance with this Lease. "Memorandum of Lease" shall mean the memorandum attached hereto as Exhibit C attached hereto, which Memorandum of Lease shall be executed by Landlord and Tenant on or as of the Effective Date, and shall be recorded among the real property records of Prince Edward County, Virginia by Tenant, at Tenant's expense, as further described in Section 30.

31. Recording Taxes. Tenant shall pay all fees relating to the recording of the Memorandum of Lease.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the Effective Date.

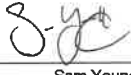
LANDLORD:

  
STEPHEN C. AULT

  
CHRISTINE D. AULT

TENANT:

**DIMENSION VA 1 LLC,**  
a Delaware limited liability company

By:   
Name: Sam Youneszadeh  
Its: Authorized Person

**EXHIBIT A**

**THE PROPERTY**

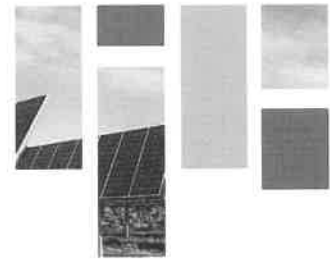
THE LAND DESCRIBED HEREIN IS SITUATED IN THE COMMONWEALTH OF VIRGINIA,  
COUNTY OF PRINCE EDWARD, AND IS DESCRIBED AS FOLLOWS:

TAX PARCEL NUMBER(S): 057-A-11

**[ADD METES AND BOUNDS LEGAL DESCRIPTION]**

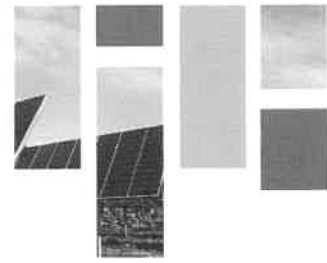
**[THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT TENANT SHALL HAVE  
THE RIGHT TO INCORPORATE THE METES AND BOUNDS LEGAL DESCRIPTION INTO  
THIS LEASE UPON PRIOR WRITTEN NOTICE TO LANDLORD AND NO AMENDMENT  
HERETO SHALL BE REQUIRED]**





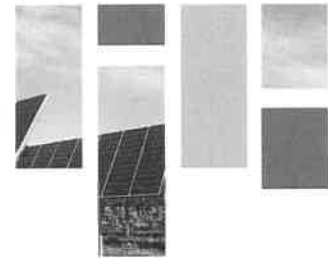
# Prince Edward CSG Solar Project Decommissioning Plan

March 2021  
Prince Edward CSG LLC



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## Introduction

Prince Edward CSG LLC proposes to construct and operate a ground mounted fixed tilt photovoltaic (PV) community solar system, approximately 5.12MWdc/4.0MWac in capacity. The Prince Edward CSG Solar Project (Project) is proposed to be located on a privately-owned parcel, in Prince Edward County, Virginia.

Ground-mounted solar facilities are designed, engineered and constructed to operate for at least 25 years and can operate up to 30 years or more. During construction, portions of the site may be compacted, excavated and graded for optimal installation and operation. This decommissioning plan outlines the steps that will be taken to remove the solar system and its associated appurtenances from the project site and return the parcel to conditions similar to pre-installation.

This Decommissioning Plan will be updated as necessary in the future to ensure that changes in technology and site restoration methods are taken into consideration.

## System Decommissioning

Prince Edward CSG LLC is responsible for decommissioning activities, as outlined in the conditions of permit approval by the local and state regulatory agencies. Decommissioning and restoration activities will align with current regulations at time of decommissioning, and conducted in accordance with applicable federal, state, and local regulation. At the end of its operational life, the entire system will be disconnected from the grid, disassembled and removed, and all materials will either be recycled or disposed of appropriately. Any necessary permits will be obtained from the County prior to decommissioning activity.

## Equipment and Material Removal

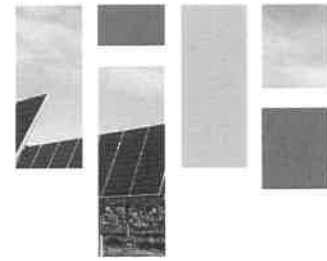
Prince Edward CSG LLC will remove all above-ground equipment (solar module panels, brackets, support structures, inverters, transformers, concrete pads for equipment) and underground equipment (buried electrical wiring and conduits, concrete foundations), structures, fencing, and access roads. All equipment and materials will be evaluated to determine the appropriate facility for salvage, recycling, or disposal.

### PV Modules

The PV modules will be disconnected from the inverters and removed from the steel racking system. The PV modules are made of silicon, glass, and aluminum and are not considered hazardous waste. PV modules will be recycled or resold on the market if determined to still be usable.

### Associated Electrical Appurtenances

All associated electrical appurtenances (i.e., inverters, switchboards, transformers, meters) will be removed from their respective concrete pads or steel frames and disposed of at an approved facility.



### Electric Wiring

All electric conductors made of copper and aluminum can be recycled. Above ground DC wires will be removed between the modules and inverters. Underground AC conductors will be pulled and removed. Above ground AC conductors back to the utility point of interconnection will be removed from the poles by the utility.

### Racking Equipment and Fencing

Metal fencing and racking equipment will be removed and recycled at an appropriate facility. All driven posts will be removed.

### Concrete Pad

Concrete pads will be excavated to a depth of two feet below grade, or the depth to require all rebar and foundation bolts. Clean concrete will be crushed and re-used either on or off site. The remaining excavation will be filled with clean material, of similar character to surrounding soils. The soils will be stabilized and reseeded.

### Access Road

If allowable by the County, the access road will remain in place of future use on the site. If required to be removed, gravel roads will be stripped of stone and any geotextile or underlying materials. Clean stone will be reused if possible, or otherwise disposed of at a proper facility, along with geotextile materials. If the underlying soils are compacted, these will be loosened, stabilized, and reseeded.

### Disposal and Recycling of Materials

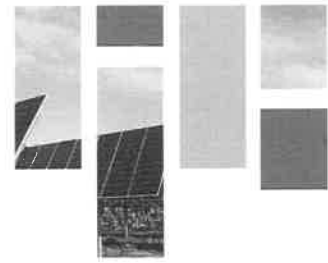
All materials will be disposed of in accordance with laws in effect at the time decommissioning is performed. Any solid waste generated during system dismantling or demolition will be disposed of as necessary to comply with the solid waste regulations then in place.

### Site Restoration

The site will be restored to a state consistent with its preconstruction condition. Any necessary construction stormwater permits will be obtained prior to decommissioning, and erosion and sediment control best management practices will be installed on site, as needed. After equipment is removed from site, soils will be de-compacted, and excavations will be filled with materials similar to soils on site. Any disturbed areas will be reseeded and erosion and sediment control BMPs will remain in place until the site is stabilized.

### Stakeholder Notification and Construction

Decommissioning activities will require the use of equipment and vehicles similar to construction activity. As necessary, interested stakeholders, such as adjacent landowners, will be notified prior to the start of work on site. As noise may be temporarily elevated by construction equipment and vehicles during decommissioning, activities will only be conducted during accepted County work hours. The site will be kept orderly and clean of refuse.



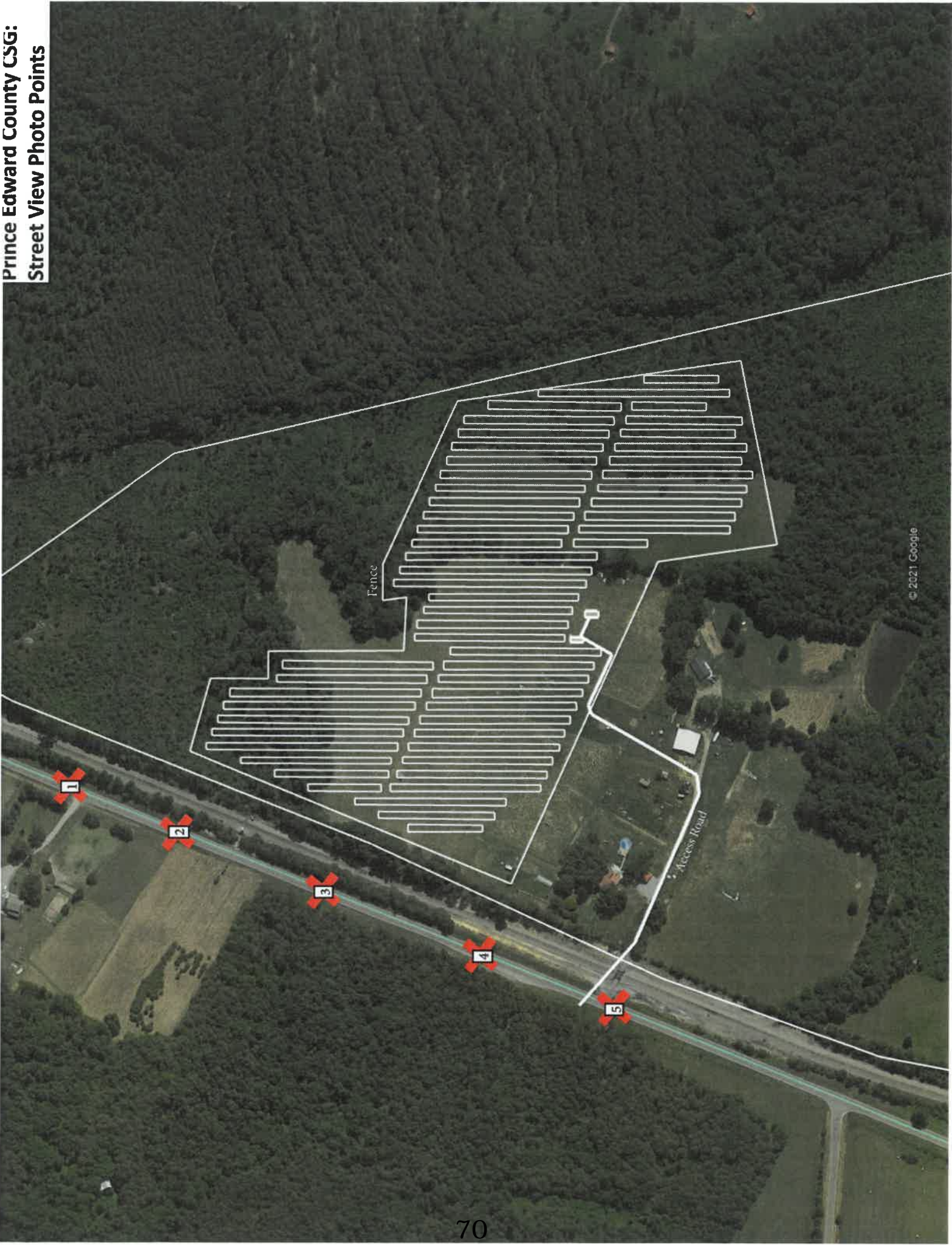
Decommissioning activity is anticipated to be completed within 120 days.

## Decommissioning Bond and Abandonment

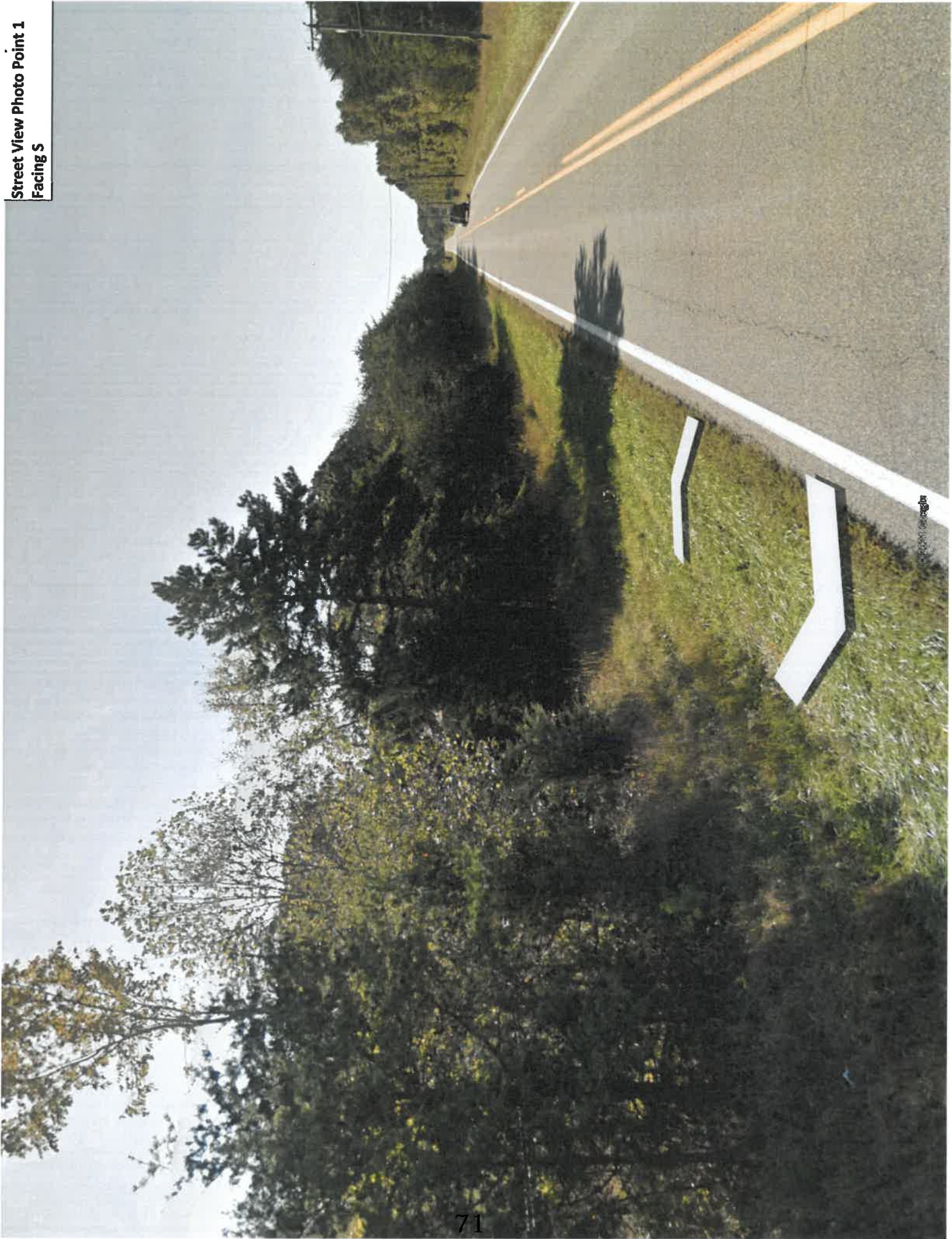
A decommissioning bond will be provided to Prince Edward County to cover the cost of removal of the installation and restoration of the site prior to issuance of the Project's building permit. The bond will be valued at the cost of removal of the solar system, and based on costs provided by the Engineering, Procurement, and Construction Contractor that is installing the Project, in compliance with the Prince Edward County's solar ordinance.

In the event the system is abandoned and/or not producing electricity for a period of six months, the County may use this decommissioning bond to remove the system from the Project site.

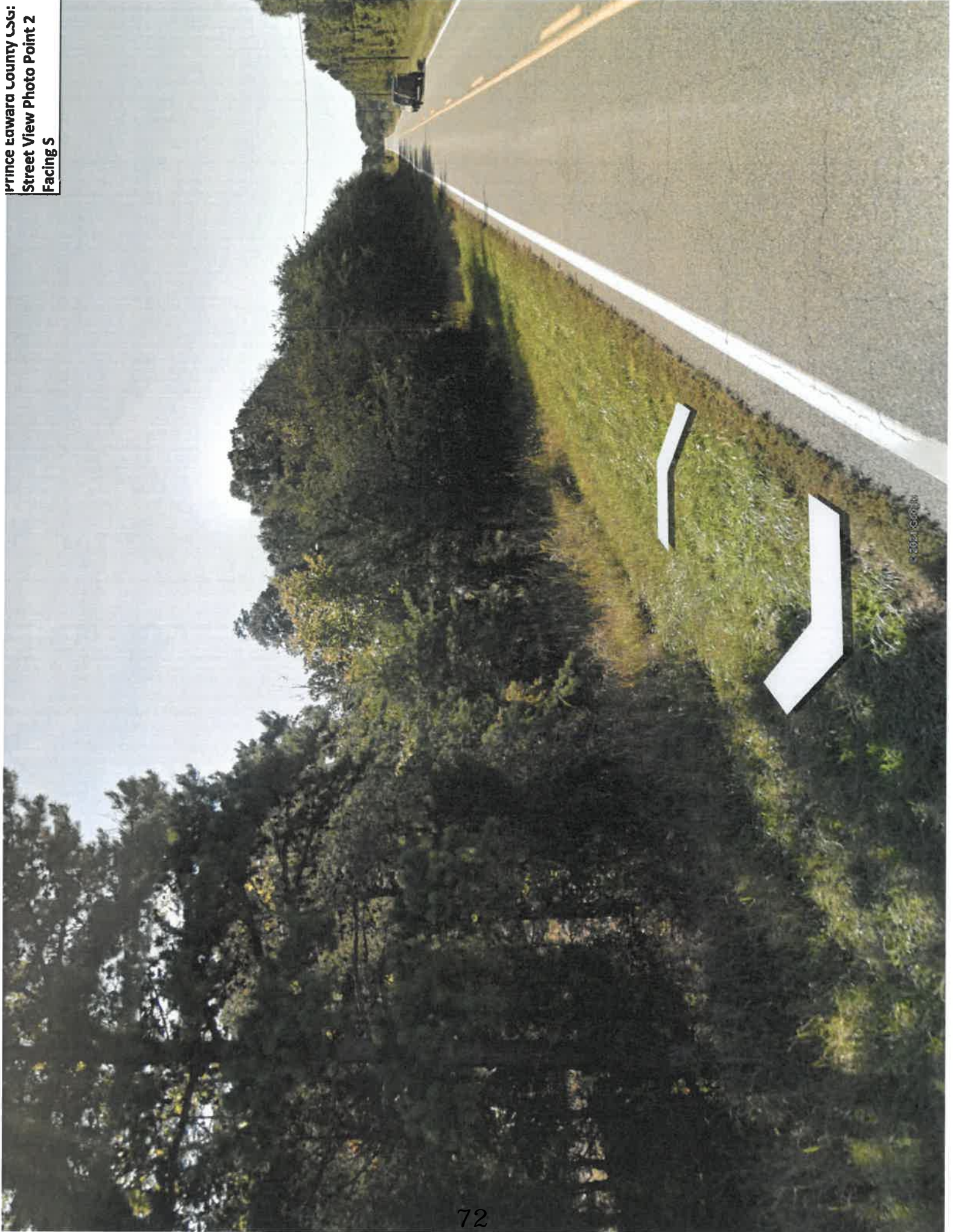
Prince Edward County CSG:  
Street View Photo Points



Street View Photo Point 1  
Facing S



Prince Edward County  
Street View Photo Point 2  
Facing S



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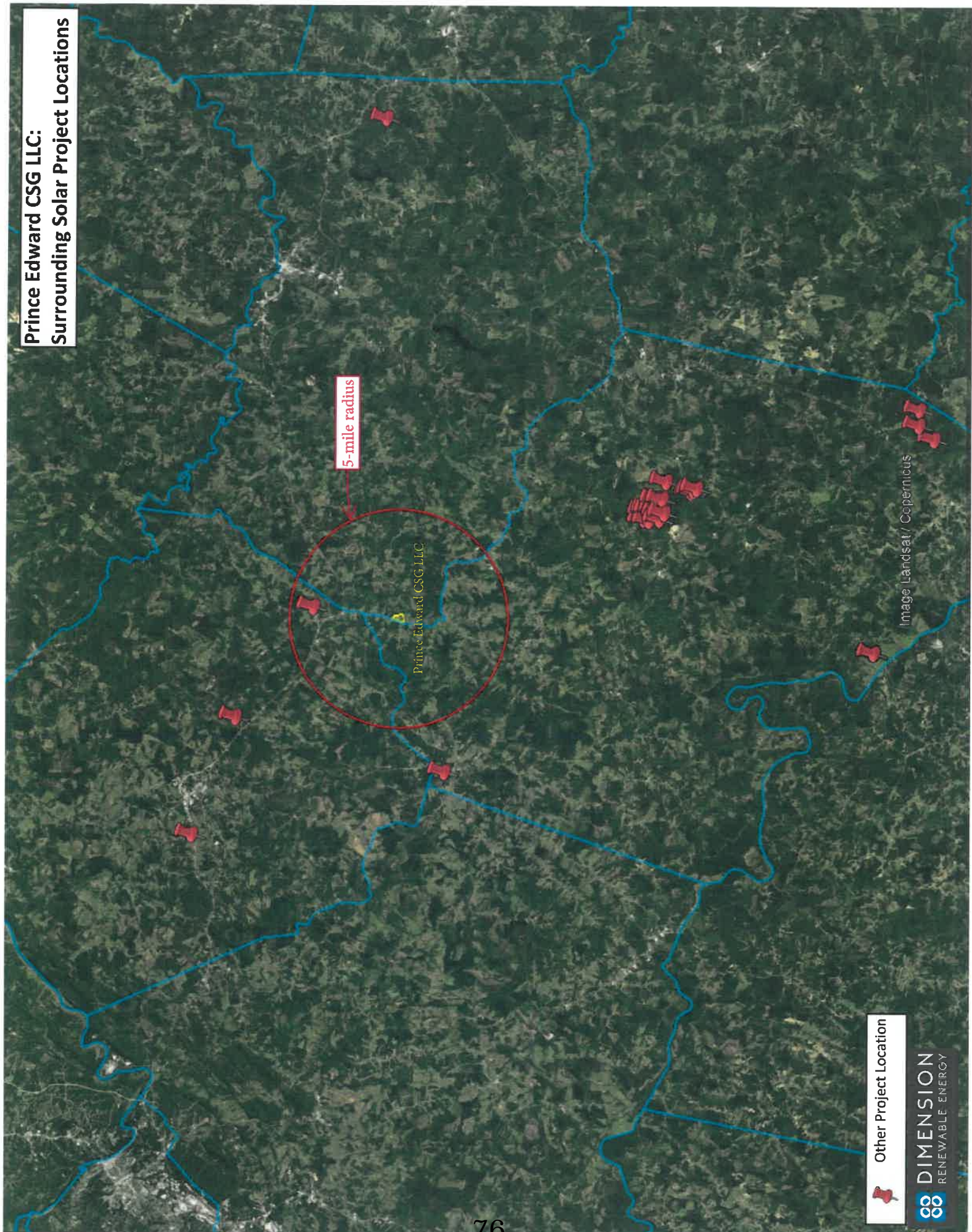
© 2021 Google

Street View Photo Point 5  
Facing N



© 2023 Google

Prince Edward CSG LLC:  
Surrounding Solar Project Locations



Intage Landsat / Copernicus

Other Project Location



APRIL 15, 2021

# PRINCE EDWARD CSG LLC

ECONOMIC AND FISCAL CONTRIBUTION TO  
PRINCE EDWARD COUNTY, VIRGINIA



4201 DOMINION BOULEVARD, SUITE 114  
GLEN ALLEN, VIRGINIA 23060  
804-346-8446  
*MANGUMECONOMICS.COM*



## About Mangum Economics, LLC

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Mangum Economics, LLC is a Richmond, Virginia based firm that specializes in producing objective economic, quantitative, and qualitative analysis in support of strategic decision making. Much of our recent work relates to IT & Telecom Infrastructure (data centers, terrestrial and subsea fiber), Renewable Energy, and Economic Development. Examples of typical studies include:

### POLICY ANALYSIS

Identify the intended and, more importantly, unintended consequences of proposed legislation and other policy initiatives.

### ECONOMIC IMPACT ASSESSMENTS AND RETURN ON INVESTMENT ANALYSES

Measure the economic contribution that businesses and other enterprises make to their localities.

### WORKFORCE ANALYSIS

Project the demand for, and supply of, qualified workers.

### CLUSTER ANALYSIS

Use occupation and industry clusters to illuminate regional workforce and industry strengths and identify connections between the two.

### The Project Team

A. Fletcher Mangum, Ph.D.

*Founder and CEO*

Martina Arel, M.B.A.

*Researcher and Economic Development Specialist*

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## Executive Summary

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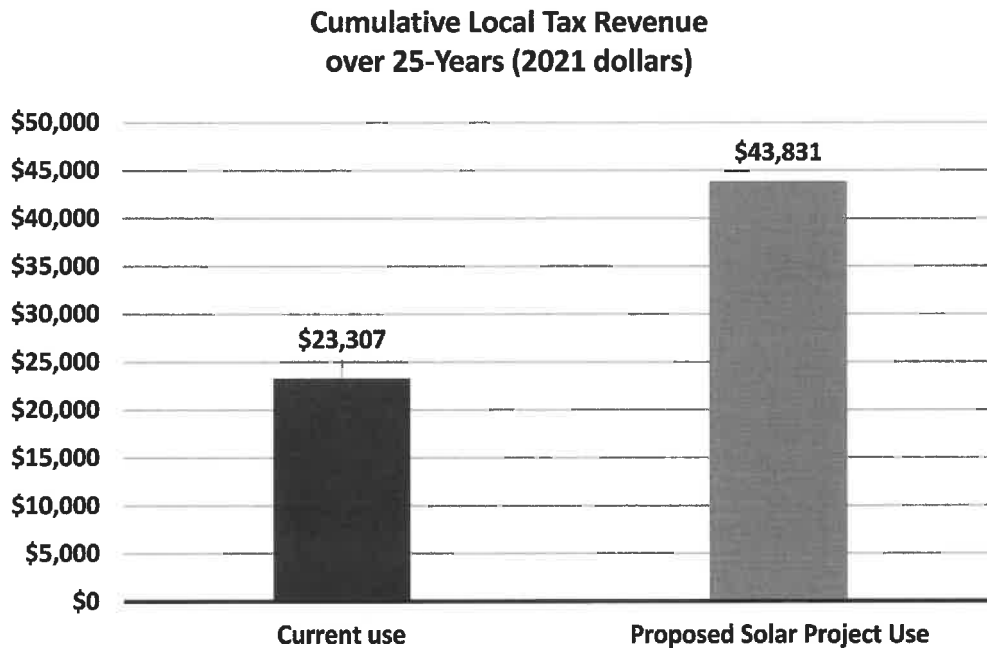
This report assesses the economic and fiscal contribution that the proposed Prince Edward CSG Solar LLC would make to Prince Edward County, Virginia. The primary findings from that assessment are as follows:

- 1) **The proposed Prince Edward CSG solar project is a 4.0-Megawatt (MW) AC solar project that would be located east of Thomas Jefferson Highway (US Route 47), north of Deer Road (State Route 699), and south of State Route 663 in Prince Edward County, Virginia. The actively used, fenced-in project site would encompass approximately 20 acres, which are currently primarily used as agricultural.**
- 2) **The proposed Prince Edward CSG solar project would make a substantial economic contribution to Prince Edward County:**
  - The proposed Prince Edward CSG solar project would provide an estimated one-time pulse of economic activity to Prince Edward County during its construction phase supporting approximately:
    - 23 jobs.
    - \$946,873 in associated labor income.
    - \$2.9 million in economic output.
  - The proposed Prince Edward CSG solar project would provide an estimated annual economic impact to Prince Edward County during its ongoing operational phase supporting approximately:
    - < 1 job.
    - \$4,895 in associated labor income.
    - \$11,650 in economic output.
- 3) **The proposed Prince Edward CSG solar project would also make a significant fiscal contribution to Prince Edward County. We estimate that the proposed project would generate approximately:**
  - \$84,673 in state and local tax revenue from the one-time pulse of economic activity associated with the project's construction.
  - \$43,831 in cumulative local revenue over the facility's anticipated 25-year operational life to Prince Edward County.



**4) The proposed Prince Edward CSG solar project would have a greater net fiscal impact on Prince Edward County than the property generates in its current use:**

- The proposed Prince Edward CSG solar project would generate approximately \$43,831 in cumulative local tax revenue for Prince Edward County over its anticipated 25-year operational life, as compared to approximately \$23,307 in cumulative county revenue for Prince Edward County in its current use.



*The estimates provided in this report are based on the best information available and all reasonable care has been taken in assessing that information. However, because these estimates attempt to foresee circumstances that have not yet occurred, it is not possible to provide any assurance that they will be representative of actual events. These estimates are intended to provide a general indication of likely future outcomes and should not be construed to represent a precise measure of those outcomes.*

## Introduction

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This report assesses the economic and fiscal contribution that the proposed Prince Edward CSG solar project would make to Prince Edward County, Virginia. This report was commissioned by Prince Edward CSG LLC and produced by Mangum Economics.

## The Project

---

The proposed Prince Edward CSG solar project is a 4.0-Megawatt (MW) AC solar project that would be located east of Thomas Jefferson Highway (US Route 47), north of Deer Road (State Route 699), and south of State Route 663 in Prince Edward County, Virginia. The actively used, fenced-in project site would encompass approximately 20 acres, which are currently primarily used as agricultural.

## Economic and Fiscal Impact

---

In this section, we quantify the economic and fiscal contribution that the proposed Prince Edward CSG solar project would make to Prince Edward County. Our analysis separately evaluates the one-time pulse of economic activity that would occur during the construction phase of the project, as well as the annual economic activity that the project would generate during its ongoing operations phase.

## Method

To empirically evaluate the likely local economic impact attributable to the proposed Prince Edward CSG solar project, we employ a regional economic impact model called IMPLAN.<sup>1</sup> The IMPLAN model is one of the most commonly used economic impact simulation models in the U.S., and in Virginia is used by UVA's Weldon Cooper Center, the Virginia Department of Planning and Budget, the Virginia Employment Commission, and other state agencies and research institutes. Like all economic impact models, the IMPLAN model uses economic multipliers to quantify economic impact.

Economic multipliers measure the ripple effects that an expenditure generates as it makes its way through the economy. For example, as when the Prince Edward CSG solar project purchases goods and services – or when contractors hired by the facility use their salaries and wages to make household purchases – thereby generating income for someone else, which is in turn spent, thereby becoming income for yet someone else, and so on, and so on. Through this process, one dollar in expenditures generates multiple dollars of income. The mathematical relationship between the initial expenditure and the total income generated is the economic multiplier.

One of the primary advantages of the IMPLAN model is that it uses regional and national production and trade flow data to construct region-specific and industry-specific economic multipliers, which are then further adjusted to reflect anticipated actual spending patterns within the specific geographic study area

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<sup>1</sup> IMPLAN v.3 is produced by Minnesota IMPLAN Group, Inc.

that is being evaluated. As a result, the economic impact estimates produced by IMPLAN are not generic. They reflect as precisely as possible the economic realities of the specific industry, and the specific study area, being evaluated.

In the analysis that follows, these impact estimates are divided into three categories. First round direct impact measures the direct economic contribution of the entity being evaluated (e.g., own employment, wages paid, goods and services purchased by the Prince Edward CSG solar project). Second round indirect and induced impact measures the economic ripple effects of this direct impact in terms of business to business, and household (employee) to business, transactions. Total impact is simply the sum of the preceding two. These categories of impact are then further defined in terms of employment (the jobs that are created), labor income (the wages and benefits associated with those jobs), and economic output (the total amount of economic activity that is created in the economy).

## Construction Phase

In this portion of the section, we assess the economic and fiscal impact that the one-time pulse of activity associated with construction of the proposed Prince Edward CSG solar project would have on Prince Edward County.

### Assumptions

In conducting our analysis, we employ the following assumptions:

- For ease of analysis, all construction expenditures are assumed to take place in a single year.
- Total investment in the Prince Edward CSG solar project is estimated to be \$6.9 million.<sup>2</sup>
- Of that total:
  - Architecture, engineering, site preparation, and other development and construction costs are estimated to be \$4.2 million.<sup>3</sup> It is estimated that approximately 50 percent of that total could be spent in Prince Edward County.<sup>4</sup>
  - Capital equipment costs are estimated to be \$2.7 million.<sup>5</sup> It is anticipated that no capital equipment will be purchased from vendors in Prince Edward County.<sup>6</sup>

### Results

By feeding these assumptions into the IMPLAN model, we obtain the following estimates of one-time economic and fiscal impact. As shown in Table 1, construction of the proposed Prince Edward CSG solar project could directly provide a one-time pulse of activity supporting approximately: 1) 17 jobs, 2) \$722,636 in labor income, and 3) \$2.1 million in economic output to Prince Edward County (in 2021

<sup>2</sup> Data Source: Prince Edward CSG LLC.

<sup>3</sup> Data Source: Prince Edward CSG LLC.

<sup>4</sup> Data Source: IMPLAN Group, LLC.

<sup>5</sup> Data Source: Prince Edward CSG LLC.

<sup>6</sup> Data Source: IMPLAN Group, LLC.

dollars). Taking into account the economic ripple effects that direct investment would generate, we estimate that the total one-time impact on Prince Edward County would support approximately: 1) 23 jobs, 2) \$946,873 in labor income, 3) \$2.9 million in economic output, and 4) \$84,673 in state and local tax revenue (in 2021 dollars).

**Table 1: Estimated One-Time Economic and Fiscal Impact on Prince Edward County from Construction of the Prince Edward CSG Solar Project (2021 Dollars)**

| Economic Impact                                                    | Employment | Labor Income     | Output             |
|--------------------------------------------------------------------|------------|------------------|--------------------|
| <b>1<sup>st</sup> Round Direct Economic Activity</b>               | 17         | \$722,636        | \$2,097,164        |
| <b>2<sup>nd</sup> Round Indirect and Induced Economic Activity</b> | 6          | \$224,237        | \$817,367          |
| <b>Total Economic Activity*</b>                                    | <b>23</b>  | <b>\$946,873</b> | <b>\$2,914,531</b> |
| <b>Fiscal Impact</b>                                               |            |                  |                    |
| <b>State and Local Tax Revenue</b>                                 |            |                  | <b>\$84,673</b>    |

*\*Totals may not sum due to rounding.*

## Ongoing Operations Phase

In this portion of the section, we assess the annual economic and fiscal impact that the proposed Prince Edward CSG solar project would have on Prince Edward County during its anticipated 25-year operational phase.

### Assumptions

In conducting our analysis, we employ the following assumptions:

- The Prince Edward CSG solar project would spend approximately \$8,700 each year for vegetative control expenditures.<sup>7</sup>
- The proposed Prince Edward CSG solar project would be situated on approximately 20.0 acres within a 93.67-acre parcel.<sup>8</sup>
- The acreage under solar use would be reappraised at \$10,000 per acre.<sup>9</sup>

### Results – Economic Impact

By feeding these assumptions into the IMPLAN model, we obtain the following estimates of annual economic impact. As shown in Table 2, annual operation of the proposed Prince Edward CSG solar project could directly support approximately: 1) < 1 job, 2) \$4,044 in labor income, and 3) \$8,677 in economic output to Prince Edward County (in 2021 dollars). Taking into account the economic ripple effects that direct impact would generate, we estimate that the total annually supported impact on

<sup>7</sup> Data Source: Prince Edward CSG LLC.

<sup>8</sup> Data Source: Prince Edward CSG LLC.

<sup>9</sup> Data Source: Assumed value based on Mangum Economics’ experience with other projects in Virginia.

Prince Edward County would be approximately: 1) < 1 job, 2) \$4,895 in labor income, and 3) \$11,650 in economic output (in 2021 dollars).

**Table 2: Estimated Annual Economic Impact on Prince Edward County from the Ongoing Operation of the Prince Edward CSG Solar Project (2021 Dollars)**

| Economic Impact                                                    | Employment   | Labor Income   | Output          |
|--------------------------------------------------------------------|--------------|----------------|-----------------|
| <b>1<sup>st</sup> Round Direct Economic Activity</b>               | <1           | \$4,044        | \$8,677         |
| <b>2<sup>nd</sup> Round Indirect and Induced Economic Activity</b> | <1           | \$851          | \$2,974         |
| <b>Total Economic Activity*</b>                                    | <b>&lt;1</b> | <b>\$4,895</b> | <b>\$11,650</b> |

*\*Totals may not sum due to rounding.*

### Results – Fiscal Impact

In this portion of the section, we quantify the direct fiscal contribution that the proposed Prince Edward CSG solar project would make to Prince Edward County. Table 3 details the local revenue that the proposed Prince Edward CSG solar project would generate over a 25-year period from increased property assessments associated with reassessing the property. As the data in Table 3 indicate, we estimate that Prince Edward CSG would provide approximately \$1,753 in annual revenue to Prince Edward County, while cumulative total local revenue over 25 years would be approximately \$43,831 for Prince Edward County.

**Table 3: Estimated Local Revenue Generated by the Proposed Prince Edward CSG solar Project over 25-Years from Real Estate Taxes (2021 Dollars)**

|                                                                    | Prince Edward County |
|--------------------------------------------------------------------|----------------------|
| Estimated Appraised Value of Property under Solar Use (20.0 acres) | \$200,000            |
| Real Estate Tax Rate                                               | 0.0051               |
| <b>Annual Real Estate Tax Revenue – Solar Use</b>                  | <b>\$1,020</b>       |
| Estimated Appraised Value of Remainder of Property (73.67 acres)   | \$143,769            |
| Real Estate Tax Rate                                               | \$0.0051             |
| <b>Annual Real Estate Tax Revenue – Remainder of Property</b>      | <b>\$733</b>         |
| <b>Annual Total Revenue*</b>                                       | <b>\$1,753</b>       |
| <b>Cumulative Total Revenue over 25 years*</b>                     | <b>\$43,831</b>      |

*\*Totals may not sum due to rounding.*

## Current Agricultural Use

In this section, we provide a benchmark for the previous estimates of the economic contribution that the proposed Prince Edward CSG solar project would make to Prince Edward County by estimating the economic and fiscal contribution that the site makes to the county in its current agricultural use. In conducting that analysis, we employ the following assumptions:

- The proposed Prince Edward CSG solar project would be situated on an approximately 20-acre tract of land used for agriculture.<sup>10</sup>
- Average annual revenue per acre for Prince Edward County cropland is approximately \$184.18.<sup>11</sup>
- Real property tax payments by current landowners to Prince Edward County are approximately \$932 each year.<sup>12</sup>

By feeding these assumptions into the IMPLAN model, we obtain the following estimates of annual economic and fiscal impact. As shown in Table 4, in its current agricultural use we estimate that the proposed Prince Edward CSG solar project site directly supports approximately: 1) < 1 job, 2) \$994 in labor income, and 3) \$3,684 in economic output to Prince Edward County. Taking into account the economic ripple effects that direct impact generates, we estimate that the total annually supported impact on Prince Edward County is approximately: 1) < 1 job, 2) \$1,261 in labor income, 3) \$4,791 in economic output, and 4) \$932 in direct real property tax payments to Prince Edward County, for a cumulative total of \$23,307 over 25-years (in 2021 dollars).

**Table 4: Total Annual Economic Impact of the Prince Edward CSG Solar Project Site on Prince Edward County – Current Agricultural Use (2021 Dollars)**

| Economic Impact                                                    | Employment    | Labor Income   | Output          |
|--------------------------------------------------------------------|---------------|----------------|-----------------|
| <b>1<sup>st</sup> Round Direct Economic Activity</b>               | < 1           | \$994          | \$3,684         |
| <b>2<sup>nd</sup> Round Indirect and Induced Economic Activity</b> | < 1           | \$268          | \$1,107         |
| <b>Total Economic Activity</b>                                     | <b>&lt; 1</b> | <b>\$1,261</b> | <b>\$4,791</b>  |
| <b>Fiscal Impact</b>                                               |               |                |                 |
| Local Tax Revenue                                                  |               |                | \$932           |
| <b>Cumulative Local Tax Revenue over 25-Years</b>                  |               |                | <b>\$23,307</b> |

*\*Totals may not sum due to rounding.*

<sup>10</sup> Data Source: Prince Edward CSG LLC.

<sup>11</sup> Data Source: Estimated based on data from the U.S. Department of Agriculture 2017 Census for cropland in Prince Edward County.

<sup>12</sup> Data Source: Derived from Prince Edward County online real estate records data.

*The estimates provided in this report are based on the best information available and all reasonable care has been taken in assessing that information. However, because these estimates attempt to foresee circumstances that have not yet occurred, it is not possible to provide any assurance that they will be representative of actual events. These estimates are intended to provide a general indication of likely future outcomes and should not be construed to represent a precise measure of those outcomes.*

## **Cultural Resources Site Assessment**

### **Ault Property (±85.3 acres) Prince Edward County, Virginia WSSI #31290.01**

#### **INTRODUCTION**

This transmittal presents an evaluation of previously recorded cultural resources within and in the vicinity of the ±85.3-acre Ault property, the potential for locating cultural resources within the project area, and an assessment of the likelihood that additional cultural resources work may be required by local, state, and federal agencies associated with the development of the project area. The project area is located approximately 750 feet south of the intersection of Thomas Jefferson Highway (Route 47) and Baker Mountain Road (Route 663) in western Prince Edward County, Virginia (Exhibit 1). The property is situated along a northwest-southeast-trending landform and appears to be generally low in topographic relief (Exhibit 2). The vegetation within the project area consists of open grassy areas surrounded by submature and mature mixed deciduous and evergreen forest (Exhibit 3). Drainage for the property is to the east into South Branch Spring Creek via an unnamed tributary located about 3,200 feet to the southeast. South Branch Spring Creek flows into Spring Creek, then Buffalo Creek, and then the Appomattox River about 17 miles to the northeast.

Several extant buildings are apparent within the central portion of the project area on aerial photography (see Exhibit 3). Most of these buildings appear to be modern in construction; however, at least three are historic (i.e., 50 years old or older), having been constructed prior to 1954 according to online historic aerial imagery.

#### **RECORDED CULTURAL RESOURCES IN THE PROJECT AREA VICINITY**

The following discussion of previously recorded cultural resources within and near the project area was established by using the Virginia Department of Historic Resources' (DHRs) online Virginia Cultural Resource Information System (V-CRIS), as well as examining cultural resource files and reports at the Thunderbird Archeology office in Gainesville, Virginia.

No cultural resources have been previously recorded within or immediately adjacent to the project area, and no previous cultural resources investigations have been conducted of the project area. Two architectural resources have been previously recorded within an approximate one-mile radius of the project area, both of which are dwellings constructed in the mid-20<sup>th</sup> century. Neither of these resources are eligible for listing or listed in the National Register of Historic Places (NRHP) or the Virginia Landmarks Register (VLR); both were recommended not eligible for listing in the NRHP by the recording surveyors but have not been evaluated for listing by DHR staff.



## ARCHEOLOGICAL SITE PROBABILITY

The following presents an assessment of the probability that archeological sites will occur within the study area; this has not been field verified.

The probability for locating prehistoric sites generally depends on the variables of topography, proximity to water, and internal drainage. Sites are more likely on well-drained landforms of low relief in close proximity to water. The study area has at least a moderate probability for containing prehistoric resources due to its low-relief topography and proximity to an unnamed tributary of South Branch Spring Creek.

If prehistoric sites are present in plowed upland settings, they are not likely to require work beyond the recordation done at the Phase I level as plowing disturbs the context of the Native American sites and reduces the information potential of a particular site. Prehistoric sites found outside of an upland setting (e.g., floodplain) or in unplowed contexts could require additional work if preserved deposits are identified.

The probability for the occurrence of historic period sites largely depends upon the history of settlement in the area, the topography and the proximity of a particular property to historic roads. Historic maps offer insight into habitation of the vicinity; however, the absence of structures on historic maps does not eliminate the possibility of an archeological site being present within the property, as it was common for tenant, slave, and African American properties to be excluded from these maps. Maps dating from the second half of the 19<sup>th</sup> century show numerous dwellings and other cultural features in the vicinity of the study area, though none are apparent within the project area. The property is also located near the historic town of Pamplin, which was likely settled in the late 18<sup>th</sup> or early 19<sup>th</sup> century based on several extant dwellings dating to those periods (Weiland 2021). Pamplin was also the location of a railroad stop for the mid-19<sup>th</sup>-century Southside Railroad (later the Atlantic, Mississippi and Ohio Railroad, then a line in the Norfolk and Western Railway system); currently, the Norfolk Southern Railroad runs immediately adjacent to the project area and in the vicinity. Additionally, as mentioned above, at least three buildings that predate 1954 are located within the project area. Based on these data, there is a high probability that the study area will contain historic period archeological resources.

Eighteenth- and 19<sup>th</sup>-century sites, if present within the project area, will likely require additional archeological work; this is particularly true of dwellings that were occupied by enslaved African Americans or tenants, as these site types have been less intensively studied. Twentieth-century sites are not likely to be considered significant or require additional archeological work unless they contain unique, intact cultural materials that would contribute new research information.

## CONCLUSION AND RECOMMENDATIONS

It is our understanding that the proposed development of the project area as a solar energy facility will not meet the thresholds that would initiate the Virginia Department of

Environmental Quality's (DEQs) Permit by Rule (PBR) regulations developed under § 10.1-1197.6 of the Code of Virginia for solar-powered electric generation projects; therefore, a discussion of PBR regulations is not provided herein.

If impacts to Waters of the United States are planned in association with the development of the project area, the U.S. Army Corps of Engineers (USACE) *can* require you conduct a Phase I cultural resources investigation subject to review by the DHR to comply with Section 106 of the National Historic Preservation Act of 1966 (as amended) in conjunction with obtaining a Clean Water Act Permit. A Phase I cultural resources investigation *could* also be required in association with any project that involves federal funding, loans, permits, and/or licenses; under this scenario, the federal agency associated with the undertaking (HUD, FCC, FHA, etc.) *can* require a Phase I cultural resources investigation subject to review by the DHR to comply with Section 106 of the National Historic Preservation Act.

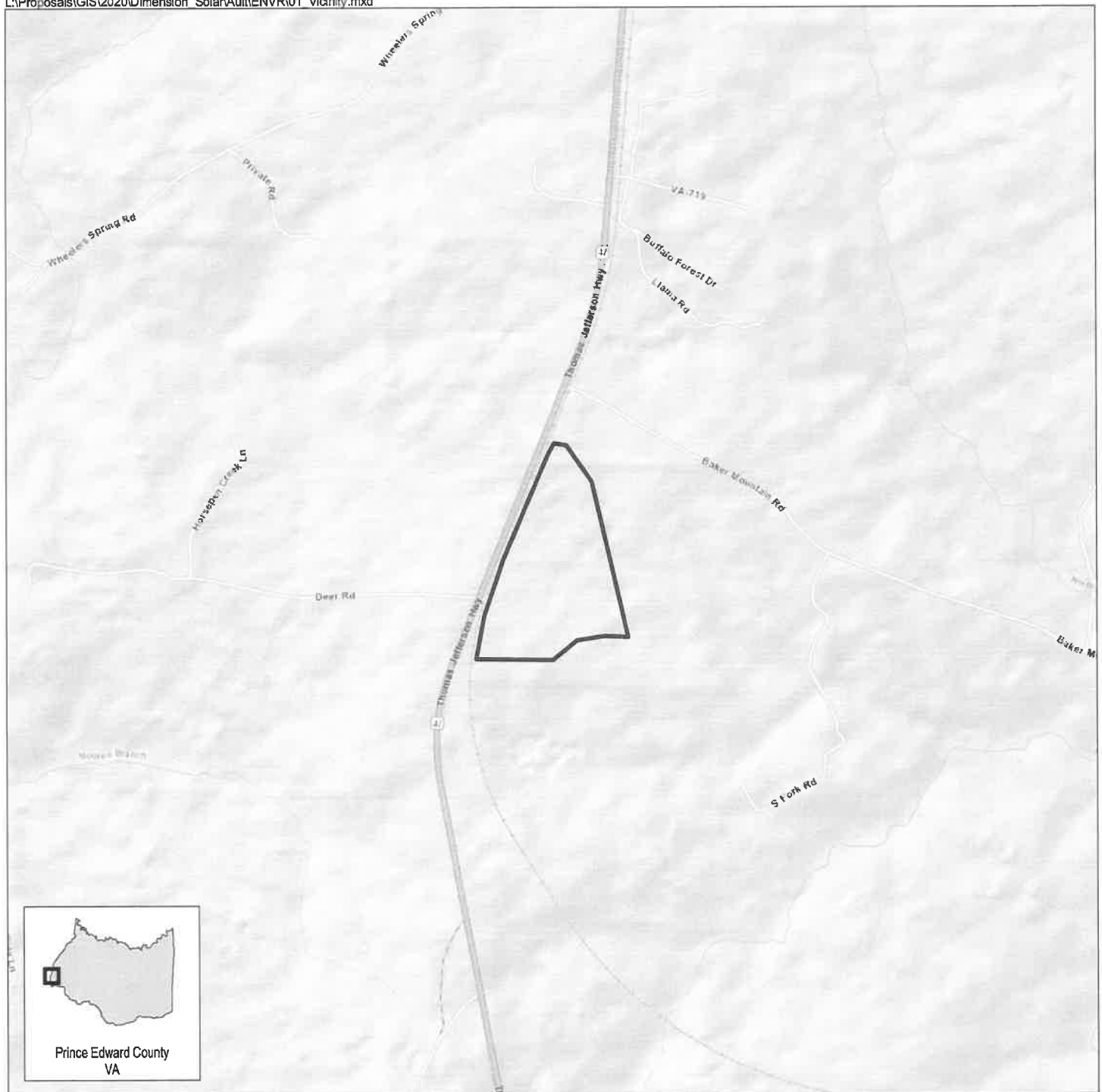
There is also a possibility that Prince Edward County *may* require a Phase I cultural resources investigation of the project area as a proffered condition if the proposed redevelopment requires rezoning or a special use or exception permit, although there is no legislation specifically requiring cultural resources investigations for solar projects in Prince Edward County if there is no PBR requirement; a cultural resources study would not likely be required if the proposed development of the project area is done "by right."

While it is possible that the USACE, other relevant federal agency, and/or Prince Edward County *may not* require a Phase I cultural resources investigation in association with the proposed development, or if required may be narrowly defined and/or specific in scope, please note that there is a potential for extended project delays if significant cultural resources are identified by any required studies. As such, in our opinion a Phase I cultural resources investigation should be conducted to determine if any significant cultural resources that may be eligible for listing in the NRHP or VLR are located within the Ault property. Additionally, in our opinion an assessment of visual effects (i.e., viewshed study) of the project on previously recorded architectural resources within an approximate one-mile radius of the property will not likely be required, as none of these resources are potentially eligible, eligible, or listed in the NRHP or VLR.

## REFERENCES CITED

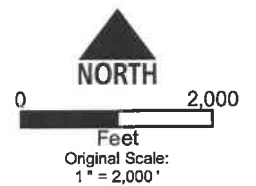
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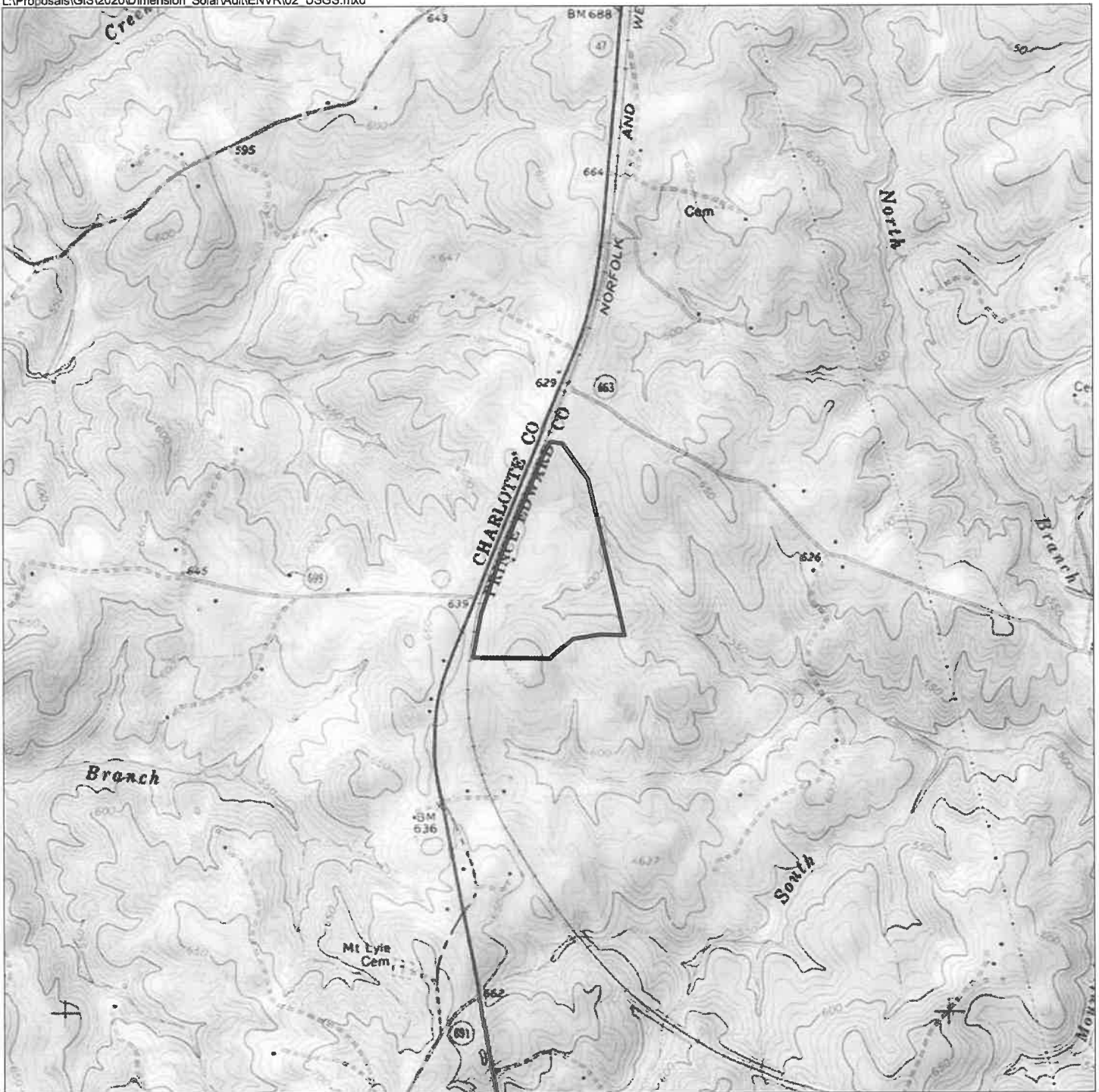


 Site

### Vicinity Map Ault Site - Dimension Solar

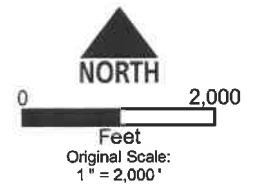


Source: World Street Map - ESRI



Site

### USGS 7.5' Quadrangle Map Ault Site - Dimension Solar

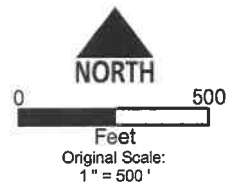


Madisonville, VA 1991  
 Latitude: 37°13'31"N  
 Longitude: 78°41'6"W  
 Hydrologic Unit Code (HUC): 020802070101; 030101020302  
 HUC12 Name: Spring Creek; Little Cub Creek  
 COE Region: Eastern Mountains and Piedmont



-  Site
-  Usable Area

**Summer 2018 Natural Color Imagery  
Ault Site - Dimension Solar**



Source: National Agriculture Imagery Program (NAIP)

# Ault Property

Prince Edward County, Virginia

WSSI #31290.01

## Waters of the U.S. (Including Wetlands) Delineation

February 15, 2021

*Prepared for:*

Dimension Energy  
880 3<sup>rd</sup> Avenue, 12<sup>th</sup> Floor  
New York, NY 10022

*Prepared by:*



717 North Courthouse Rd, Suite 101  
Richmond, Virginia 23226

Tel: 804-253-9880 Email: [contactus@wetlands.com](mailto:contactus@wetlands.com)  
[www.wetlands.com](http://www.wetlands.com)

**Waters of the U.S. (Including Wetlands) Delineation**  
**Ault Property**  
**(±73 acres)**  
**WSSI #31290.01**

**Introduction**

Wetland Studies and Solutions, Inc. (WSSI) has determined the boundaries of the jurisdictional wetlands and other waters of the U.S. (i.e., streams and ponds) on the referenced study area. As discussed in this report, jurisdictional wetlands and other waters of the U.S. (i.e., streams and ponds) are present on the study area. These waters of the U.S. include palustrine forested, palustrine scrub shrub, palustrine emergent wetlands associated with Spring Creek. Our findings are depicted (as a GPS located sketch map) on the Waters of the U.S. (Including Wetlands) Delineation Map (Attachment I) and are discussed briefly below.

**Project Location**

The study area is located south of Pamplin Virginia, east of the intersection of Deer Road and Thomas Jefferson Highway, in Prince Edward County, Virginia. Exhibit 1 is a vicinity map that depicts the approximate boundaries of the study area and its general location.

**Methodology**

This wetland delineation was performed pursuant to the “Corps of Engineers Wetlands Delineation Manual,” Technical Report Y-87-1 (1987 Manual) and subsequent guidance and modified by the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region*, Version 2.0 dated April 2012. The Routine On-Site Wetland Determination Method for sites more than 5 acres was used, with multiple transects performed as depicted on Attachment I. Field work was performed by Troy Savage, P.W.S., P.W.D., Q.E.P., C.E., C.A., E.P.<sup>1</sup> on January 22<sup>nd</sup>, 25<sup>th</sup>, and 28<sup>th</sup> of 2021.

Prior to conducting field work, relevant background information was reviewed, including study area topography, the Madisonville, VA 1991 USGS quadrangle (Exhibit 2) and Digital National Wetlands Inventory (Exhibit 3; downloaded October 2020) maps, Prince Edward County Soils Map data (Exhibit 4), and the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map, Panel 51147C0160C and 51147C0175C (Exhibit 5; Effective 10/02/2009). Aerial photographs of the study area, including a Spring 2009 Natural Color Imagery from the Virginia Base Mapping Program VBMP (Exhibit 6), and Summer 2018 Natural Color Imagery from the National Agriculture Imagery Program (NAIP) (Exhibit 7), were also examined to investigate whether signatures indicative of wetlands are found on the study area and to document recent land use changes in the vicinity of the project study area.

<sup>1</sup> Professional Wetland Scientist #2556, Society of Wetlands Scientists Certification Program, Inc.; Certified Professional Wetland Delineator #3402000168, VDPOR Board of Professional Soil Scientists and Wetland Delineators; Qualified Environmental Professional #1406630, Institute of Professional Environmental Practice and Industrial Hygiene; Certified Ecologist #189488, Ecological Society of America.

WSSI also reviewed the Palmer Drought Severity Index (Exhibit 8) and U.S. Drought Monitor (Exhibit 9) maps for the week preceding the delineation field work to determine if drought conditions that could affect stream flows were present at the time of the stream assessment field work. The Palmer Index shows that this area is in a period of normal rainfall, while the U.S. Drought Monitor shows this area is not in a drought at the time of field work.

Observations of vegetation, soils and hydrology were recorded at representative locations in the wetlands and adjacent non-wetland areas to determine the wetland boundaries. Routine Wetland Determination data forms describing representative plant communities, hydrology indicators, and soil characteristics are included as Exhibit 10. Photographs of the data point locations, representative wetland and non-wetland communities, and other existing study area conditions are included in Exhibit 11. The GPS determined locations of delineated wetlands, other waters of the U.S., data study areas, and the approximate locations of photographs are depicted on Attachment I.

### **Waters of the U.S. Delineation Findings**

In WSSI's opinion, jurisdictional wetlands and other waters of the U.S. (i.e., streams and ponds) are present on this study area. These jurisdictional waters of the U.S. include two unnamed perennial tributaries and six unnamed intermittent tributaries of Spring Creek, which flow generally eastward through the northern and southern portions of the study area and that drain from palustrine forested (PFO) wetlands in the northern portion of the study area; and from PFO and palustrine emergent (PEM) wetlands in western and southern portions of the study area.

The palustrine open water (POW) pond delineated by the "A" series of flags (Photo #10) was constructed in-line of a perennial tributary and is therefore a jurisdictional water of the U.S. The ephemeral stream delineated with the "BB" series of flags is an ephemeral stream that originates in uplands but drains through a water of the U.S. Per 33 CFR Section 328.3 in the "The Navigable Waters Protection Rule: Definition of 'Waters of the United States'" (Fed. Reg. Vol. 85, No. 77, Pg. 22338), ephemeral features (including ephemeral streams, swales, gullies, rills, and pools) are not considered to be "waters of the U.S.". Note that all ephemeral streams, regardless of whether they are considered jurisdictional under the Clean Water Act, are regulated by Virginia's Department of Environmental Quality (DEQ) as "state waters" per 9VAC25-210-10.

### **Summary**

In WSSI's opinion, jurisdictional wetlands and other waters of the U.S. are present within the study area, based on our study area observations, as described above and depicted on Attachment I.

The waters of the U.S. on the study area (i.e., the wetlands, streams, and jurisdictional pond) are regulated by Sections 401 and 404 of the Clean Water Act and by state wetlands laws and cannot be disturbed without the appropriate permits. Such permits may include permits from



local agencies, as well as the U.S. Army Corps of Engineers and the Virginia Department of Environmental Quality, depending upon the extent and type of impacts.

### **Limitations**

This study is based on examination of the vegetation, soils and hydrology and available reference documents. Field indicators can change with variations in hydrology and other factors. Therefore, our conclusions may vary significantly from future observation by others. This report assesses the potential for wetlands at the study area at the time of our review and does not address conditions at a given time in the future.

Our review and report have been prepared in accordance with generally accepted guidelines for the conduct of a survey for potential wetlands. Conclusions presented herein are based upon our review of available information, the results of our field studies, and/or professional judgement. We make no other warranties, either expressed or implied, and our report is not a recommendation to buy, sell or develop the property.

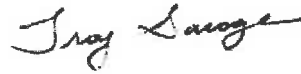
We offer no opinion and do not purport to opine on the possible application of various building codes, zoning ordinances, other land use or platting regulations, environmental or health laws and other similar statutes, laws, ordinances, code and regulations affecting the possible use and occupancy of the Property for the purpose for which it is being used, except as specifically provided above.

The foregoing opinions are based on applicable laws, ordinances, and regulations in effect as of the date hereof and should not be construed to be an opinion as to the matters set out herein should such laws, ordinances or regulations be modified, repealed or amended.

Any reuse or modification of any of this document (whether hard copies or electronic transmittals) prepared by WSSI without written verification or adaptation by WSSI will be at the sole risk of the individual or entity utilizing said document and such use is without the authorization of WSSI. WSSI shall have no legal liability resulting from any and all claims, damages, losses, and expenses, including attorney's fees arising out of the unauthorized reuse or modification of this document. Client shall indemnify WSSI from any claims arising out of unauthorized use or modification of the document whether hard copy or electronic.

This report does not constitute a jurisdictional determination of waters of the U.S. since such determinations must be verified by the U.S. Army Corps of Engineers or the Natural Resources Conservation Service (as applicable), and are subject to review by the U.S. Environmental Protection Agency. This report does not constitute a stream characterization determination.

WETLAND STUDIES AND SOLUTIONS, INC.

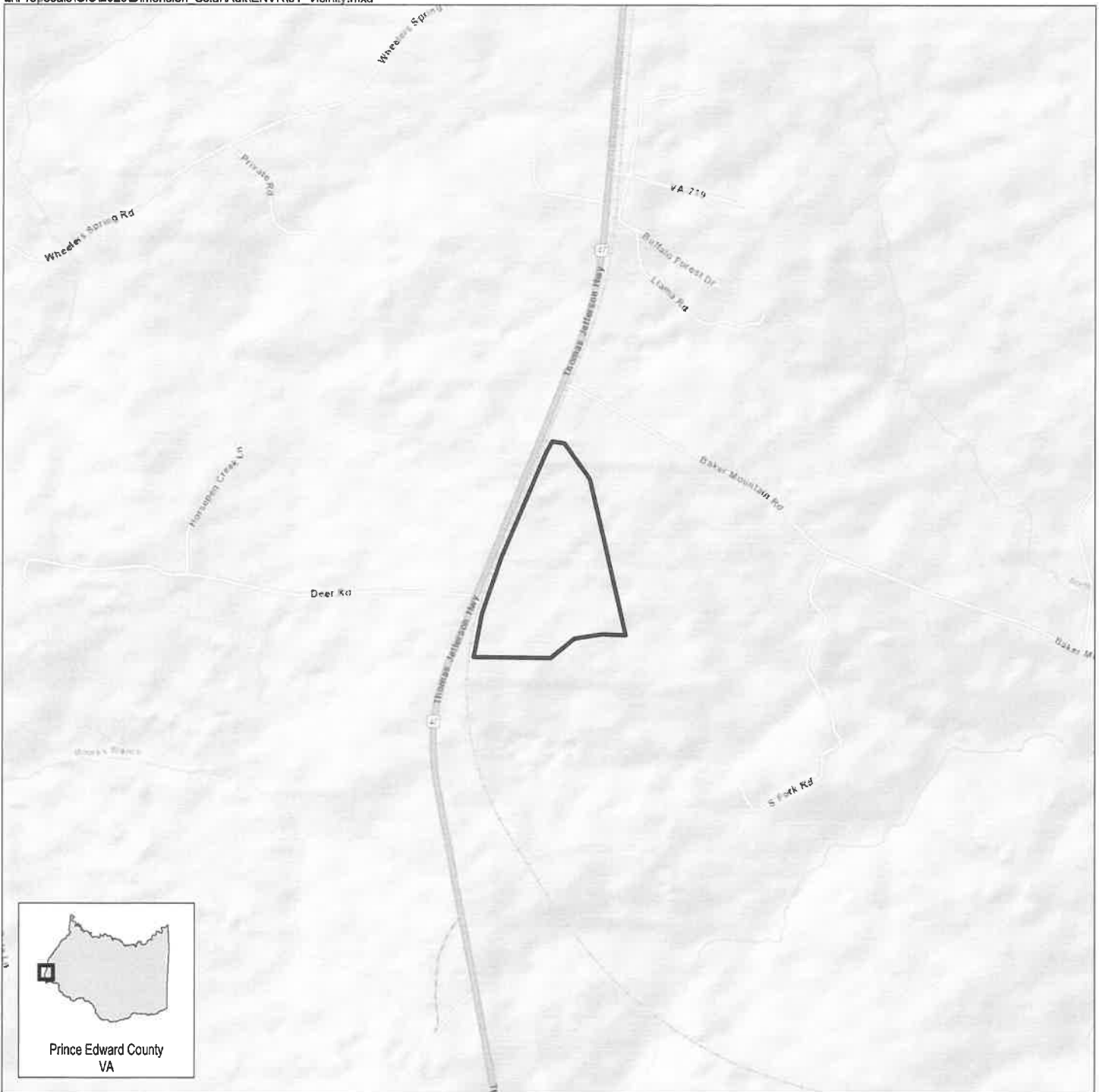


Troy Savage, PWS, PWD, QEP, EP, CE, CA  
Associate Environmental Scientist



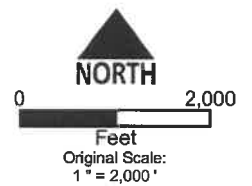
Benjamin N. Rosner, PWS, PWD, CE  
Manager – Environmental Science

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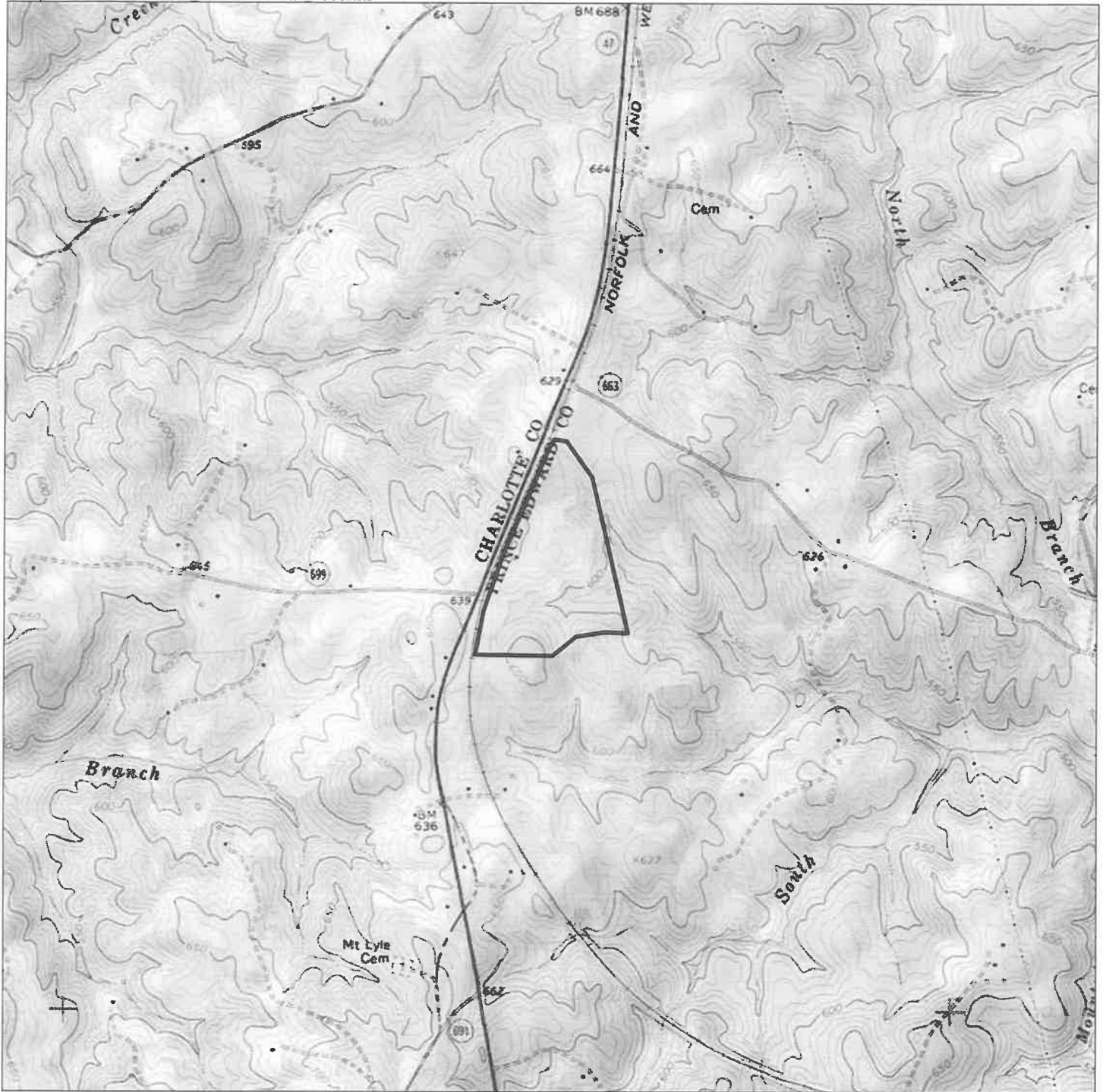


 Site

**Vicinity Map**  
**Ault Site - Dimension Energy**

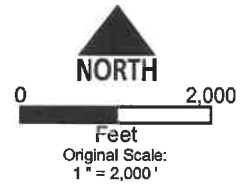


Source: World Street Map - ESRI

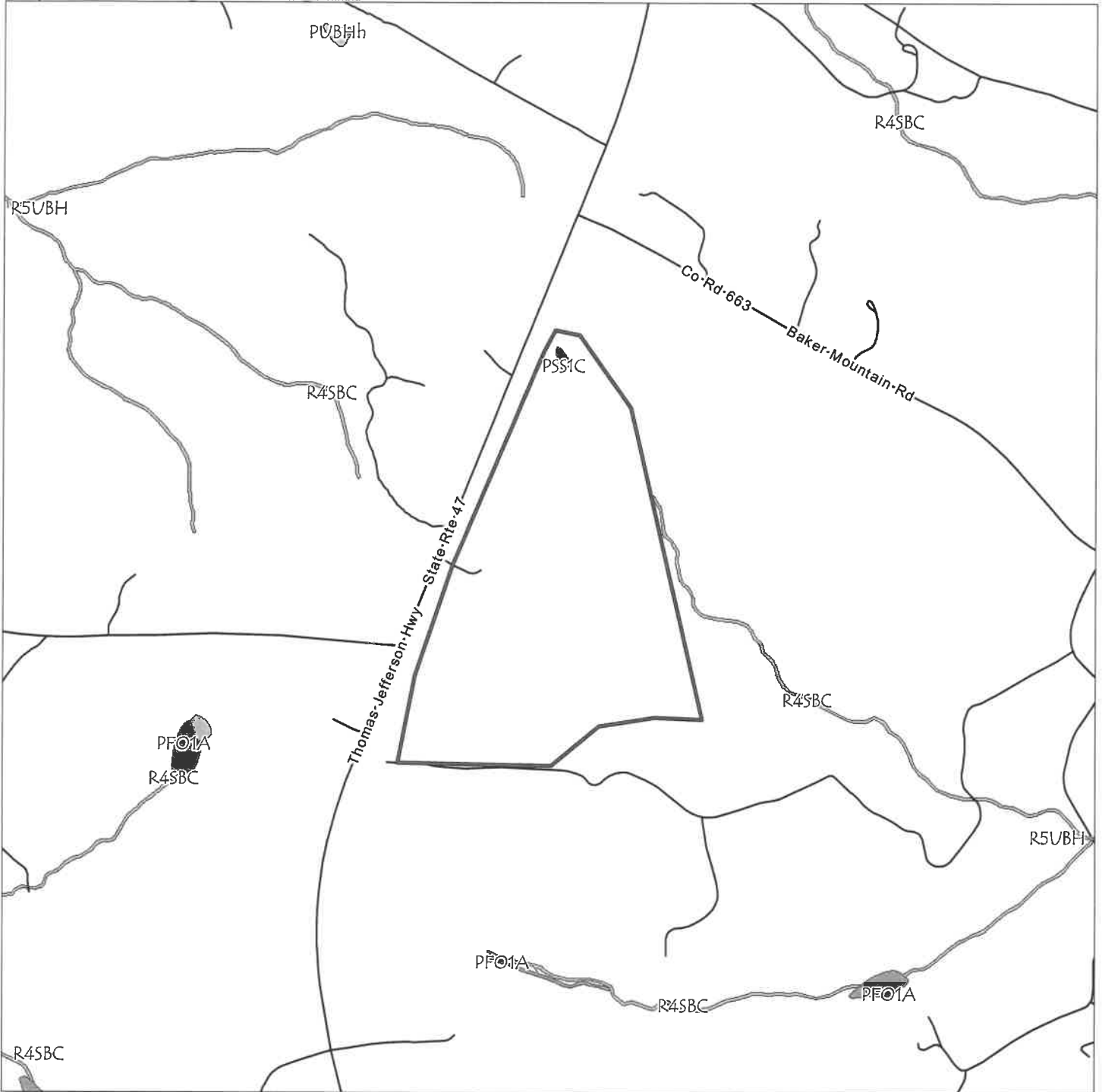








 Site

### USGS 7.5' Quadrangle Map Ault Site - Dimension Energy

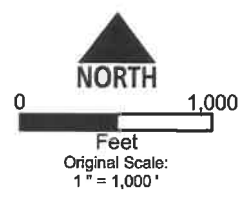


Madisonville, VA 1991  
Latitude: 37°13'31"N  
Longitude: 78°41'6"W  
Hydrologic Unit Code (HUC): 020802070101; 030101020302  
HUC12 Name: Spring Creek; Little Cub Creek  
COE Region: Eastern Mountains and Piedmont



-  Site
- Wetland Type**
-  Open Water
-  Freshwater Forested/Shrub Wetland
-  Freshwater Emergent Wetland
-  Estuarine and Marine Wetland
-  Other

### Digital National Wetlands Inventory Map Ault Site - Dimension Energy

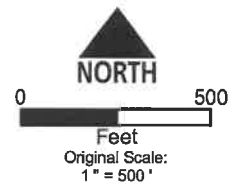


Source: U.S. Fish and Wildlife Service; October 2020



- Site
- Hydric Soil
- Soil with Hydric Inclusion
- Non-Hydric Soil
- Water

**Soils Map**  
**Ault Site - Dimension Energy**



Major Land Resource Area: Southern Piedmont, 136  
 Land Resource Region: South Atlantic and Gulf Slope Cash Crops, Forest, and Livestock Region, P  
 Source: Prince Edward County Digital Data, U.S. Department of Agriculture, 2019

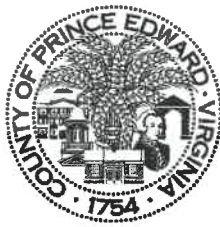
## Mapped Soils Report for Ault Study Area

Project Number: 31290.01

Applicant / Owner: Ault/Dimension Energy

County: Prince Edward, VA

| Map Symbol | Map Unit Name                | Taxonomy                   | Drainage Class   | Hydric National List | Hydric Local List | Hydric Inclusions |
|------------|------------------------------|----------------------------|------------------|----------------------|-------------------|-------------------|
| Ad         | Appling fine sandy loam      | Typic Kaniudults           | well drained     | NO                   | NO                | Coxeville         |
| Cg         | Cecil fine sandy loam        | Typic Kaniudults           | well drained     | NO                   | NO                | Worsham           |
| LA         | Iredell-Zion fine sandy loam | Oxyaquic Vertic Hapludalfs | Mod Well drained | NO                   | NO                | Yes               |
| LB         | Iredell-Zion fine sandy loam | Oxyaquic Vertic Hapludalfs | Mod Well drained | NO                   | YES               | Yes               |
| WO         | Worsham sandy loam           | Typic Endoaquults          | well drained     | Yes                  | Yes               | Freq. flooded     |
| WK         | Wilkes sandy loam            | Typic hapludults           | well drained     | NO                   | NO                | N/A               |
| Vb         | Vance fine sandy loam        | Typic hapludults           | well drained     | NO                   | NO                | N/A               |



Please publish the following public hearing notice in **THE FARMVILLE HERALD** on Friday, April 9 and Wednesday, April 14, 2021.

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### NOTICE OF PUBLIC HEARINGS

Due to the COVID-19 Emergency, the Prince Edward County Planning Commission is operating pursuant to and in compliance with the Board of Supervisors' "EMERGENCY CONTINUITY OF OPERATIONS ORDINANCE." While physical (in-person) access to the meeting is not permitted, the public may participate by calling: **1-844-890-7777, Access Code: 390313** (If busy, please call again.)

The Planning Commission will hold public hearings on Wednesday, April 21, 2021 at 7:00 p.m. in the Board of Supervisors Room located on the 3<sup>rd</sup> Floor of the Prince Edward County Courthouse, 111 N. South Street, Farmville, Virginia, to receive citizen input prior to making recommendations to the Board of Supervisors on the following:

1. A request by Israel Yoder DBA Country Corner Dairy for a Special Use permit to operate a grade M milk processing facility to produce varieties of cheese with a retail store on Tax Map Parcel 073-A-9 on County Line Road, Cullen, VA.
2. Pursuant to §15.2-2232 of the Code of Virginia, 1950 as amended, a review of a Special Use Permit application filed by Prince Edward CSG LLC to make a determination if the project is substantially in accord with the Prince Edward County Comprehensive Plan for the proposal to construct and operate a community solar energy facility on Tax Map Parcel 057-A-11 which is zoned A-1, Agricultural Conservation.
3. A request by Prince Edward CSG LLC for a Special Use permit to operate a 5.12MWdc/4.0MWac community solar facility on Tax Map Parcel 057-A-11, with an address of 14100 Thomas Jefferson Highway, Pamplin, VA.

Public Hearing comments for meetings of the Prince Edward County Planning Commission will be received by Karin Everhart, Deputy Clerk to the Planning Commission, using one the following methods:

1. Written comments may be mailed to: Planning Commission, PO Box 382, Farmville, VA 23901. Please limit word count to no more than 500 words. Must be received by 2:00 PM, the day of the meeting.
2. Written comments may also be placed in the County "payment dropbox", located in courthouse parking lot. Please limit word count to no more than 500 words. Must be received in the dropbox by 2:00 PM the day of the meeting.
3. Emailed comments may be sent to info@co.prince-edward.va.us. Please limit word count to no more than 500 words. Must be received by 2:00 PM the day of the meeting.
4. Using the meeting call-in information provided above, citizens may phone-in to the meeting and provide comments during the Public Hearing portion of the agenda; however, citizens must pre-register with the County Administrator's Office at 434-392-8837 by 2:00 p.m. the day of the meeting. Callers must be on the line and ready to speak when called upon by the Planning Commission Chair. Please state your name and district of residence. Based upon the # of pre-registered speakers, the Chair will determine the time allotted to each speaker.

A complete copy of the Special Use Permit applications are available for public review in the office of the Prince Edward County Administrator, 111 N. South Street, 3<sup>rd</sup> Floor, Farmville, VA, or on the county website at [www.co.prince-edward.va.us](http://www.co.prince-edward.va.us). It is the County's intent to comply with the Americans with Disabilities Act. Should you need special accommodations, please contact Douglas Stanley, County Administrator at 434-392-8837.



# Prince Edward County

## SUP Request

Applicant: Prince Edward GSC LLC

Tax Map:

057-A-11

### Schedule B

List of adjoining Property owners and mailing addresses for the property for a community solar facility.

| Parcel ID         | Owner                                   | Address                                         | Note |
|-------------------|-----------------------------------------|-------------------------------------------------|------|
| 057-A-17A         | WINIFRED L BARNES REVOCABLE LIVING TRST | 13800 THOMAS JEFFERSON HWY<br>PAMPLIN, VA 23958 |      |
| 057-A-16          | C EUGENE SAMS ET AL                     | 140 SOUTH FORK ROAD<br>PAMPLIN, VA 23958        |      |
| 057-A-11A         | JOHNIE L JR AND WINIFRED WRIGHT         | 13800 THOMAS JEFFERSON HWY<br>PAMPLIN, VA 23958 |      |
| 057-A-10          | BRIAND W & HELEN D CASHELL              | 3819 BAKER MOUNTAIN ROAD<br>PAMPLIN, VA 23958   |      |
| 057-A-25          | BARRY WAYNE VAN DER VEER                | 13833 THOMAS JEFFERSON HWY<br>PAMPLIN, VA 23958 |      |
| 4-A-22;<br>4-A-11 | 4- GARY THOMAS JAMERSON                 | 3931 DEER ROAD<br>PAMPLIN, VA 23958             |      |
| 4-A-9             | WALKER DURPHY C/O ESTHER ALLEN          | 3821 HAERVEST LA NW<br>ROANOKE, VA 24017        |      |
| 4-A-7-A           | JAMES M & LINSAM PRIMM                  | 14385 THOMAS JEFFERSON HWY<br>PAMPLIN, VA 23958 |      |
| 4-A-6             | HENRY & CHRISTINE LEMPERGEL TRUSTEES    | 14461 THOMAS JEFFERSON HWY<br>PAMPLIN, VA 23958 |      |
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**PLANNING COMMISSION**

John Pregelman  
Chairman  
Robert M. Jones  
Board Representative  
Henry Womack  
Preston L. Hunt  
Mark Jenkins  
Clifford Jack Leatherwood  
Whitfield Paige  
John "Jack" W. Peery, Jr.  
Teresa Sandlin  
Cannon Watson



**COUNTY OF PRINCE EDWARD, VIRGINIA**

**Director of Planning and  
Community Development**

Robert Love

Post Office Box 382  
111 N. South Street, 3<sup>rd</sup> Floor  
Farmville, VA 23901

Office: (434) 392-8837

Fax: (434) 392-6683

[rlove@co.prince-edward.va.us](mailto:rlove@co.prince-edward.va.us)

[www.co.prince-edward.va.us](http://www.co.prince-edward.va.us)

April 8, 2021

To: Property Owners

From: Robert Love, Director of Planning and Community Development

Subject: Special Use Request – Prince Edward County

The Prince Edward County Planning Commission will hold a public hearing on April 21, 2021 at 7 p.m. to receive citizen input on a request by Prince Edward CSG LLC for a Special Use permit to construct and operate a 5.12MWdc/4.0MWac community solar facility on Tax Map Parcel 057-A-11, on Thomas Jefferson Highway, Pamplin, VA. This parcel is located in the A1 (Agricultural Conservation) zoning district. This use requires approval of a Special Use Permit in this zoning District.

You are receiving this notice because you own land in the vicinity of the property requested to be approved for the special use permit. Following the hearing the Prince Edward County Planning Commission may vote to approve or deny the requests.

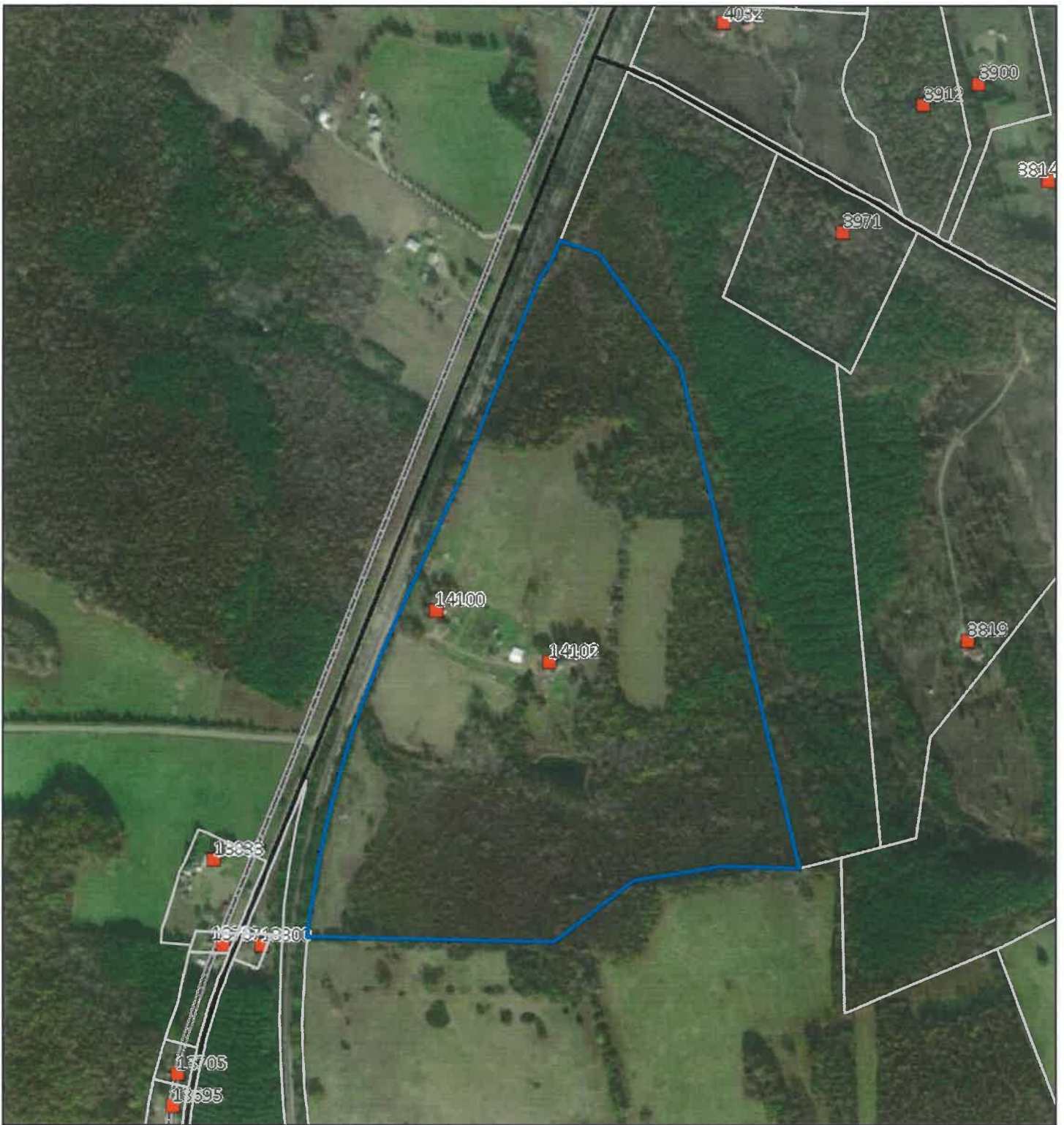
Due to the Coronavirus all meetings of the Planning Commission are being held electronically. To ensure the safety of the public and County Boards/Commissions the Board of Supervisors adopted an Emergency Ordinance modifying procedures for public meetings and public hearing practices. The Ordinance authorizes all meetings of Prince Edward County public entities to be held by electronic means. Such meetings shall be open to electronic participation by the public and **closed** to in-person participation by the public. Instructions of how to listen or participate in the meeting and public hearing are contained on the reverse side of this letter.

If you have any questions please do not hesitate to contact me at 434-392-8837.

Respectfully,  
  
Robert Love

Director of Planning and Community Development

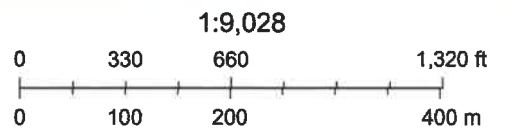
# Prince Edward CSG LLC - SUP



April 14, 2021

- Road Centerline
- Address Points
- ▭ County Boundary
- ▭ Farmville Boundary

Address Point Labels



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

# PRINCE EDWARD CSG LLC SUP POTENTIAL CONDITIONS

## SITE PLAN

1. Development activities on the site shall be limited to those as specified in the Special Use Permit Application and Site Plan. The final locations of incidental facilities may be adjusted provided no such adjustment violates any buffers, setbacks, or other statutory requirement. The concepts reflected in the filed special use permit dated 3/24/2021 are hereby made part of these development conditions.
2. Final site plan approval for the community solar energy facility shall be submitted to the Prince Edward County Planning Commission for final review and approval pursuant to Article VII Alternative Energy Facilities, Section 53-157(b) of the Prince Edward County Code (Zoning Ordinance).
3. Any proposed expansion of the operation, change of activities or additional facilities or activities shall be submitted to the Prince Edward County Planning and Community Development office for review prior to implementation. Any changes may be subject to Permit amendment procedures, including Public Hearings.
4. Setbacks of \_\_\_\_\_ feet with \_\_\_\_\_ feet of existing natural buffer and newly installed landscape buffer shall be provided.
5. Project area shall be seeded with Native Grasses and Wildflower Mix.
6. All landscaping shall be mulched and maintained to the reasonable satisfaction of the Prince Edward County Planning and Community Development Director. Any vegetation found to be of poor condition shall be replaced and/or improved at the reasonable direction of the Planning and Community Development Director or his designee.

## ENVIRONMENTAL

7. All pollution control measures, erosion and sediment control measures, storm water control facilities, and all construction activities shall comply with the requirements of the appropriate federal, state, and local regulations and ordinances.
8. Any development activities of structural of land disturbing nature not specifically addressed by these Conditions shall be in conformance with applicable provisions of federal, state, and local statues and regulations.

## TRANSPORTATION

9. All entrance permits must be authorized by the Virginia Department of Transportation.
10. All internal roads used for public access shall be of compacted earth, or have a minimum of a four (4) inch stone base, or shall be paved.

## **GENERAL**

11. All exterior lighting shall be designed and installed so as to minimize glare onto adjoining properties or any public access road. All lighting shall be full cut-off type fixtures.
12. The Permittee is responsible for the appearance of the site including litter pick-up and other orderly site appearance.
13. At the end of the useful life of the project, the property shall be restored to the same condition as existed prior to the project and as outlined in the Decommissioning Plan.
14. This Permit is non-transferable, except and unless written notice from the Permittee regarding the transfer, and a signed document from the proposed new Permittee is received by the Planning and Community Development Office which states that the new Permittee agrees to comply with all terms and Conditions imposed with the original Permit Issuance. If the proposed new Permittee desires to amend the original Permit Conditions, amendments must be addressed by the Prince Edward County Planning Commission and Board of Supervisors through the Special Use Permit process.
15. Failure of Permittee to full conform to all terms and conditions may result in revocation of this Special Use Permit if said failure or failures are not corrected or addressed to the satisfaction, not to be unreasonably withheld, of the County within thirty (30) days of written notice from the County.

**[This page intentionally left blank]**

# SPECIAL USE PERMIT

## UTILITY SCALE ENERGY FACILITY

(ARTICLE VII, SEC. 53-153 - SEC. 53-160)

### PRINCE EDWARD CSG LLC



**PROPERTY OWNER**  
 STEPHEN C. & CHRISTENE D. AJLT  
 14100 THOMAS JEFFERSON HWY  
 PAMPLIN, VA 23068

**APPLICANT / FACILITY OWNER**  
 DIMENSION RENEWABLE ENERGY, LLC  
 3280 PEACHTREE RD NE 7TH FLOOR  
 ATLANTA, GA 30305

- SHEET INDEX**
- 1 COVER SHEET
  - 2 NOTES
  - 3 EXISTING CONDITIONS PLAN
  - 4 PHOTOVOLTAIC ARRAY PLAN
  - 5 LANDSCAPE PLAN

engineering • surveying • land planning  
 christopher consultants  
 2920 W. Broad St. P 804.389.9900  
 Norfolk, VA 23220



**PRINCE EDWARD CSG LLC**  
 SPECIAL USE PERMIT  
 DIMENSION RENEWABLE ENERGY  
 PRINCE EDWARD COUNTY, VA

| MARK | DATE | DESCRIPTION |
|------|------|-------------|
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PROJECT No. 2100001010  
 DATE: 2021/05/24  
 DRAWN BY: AS NOTED  
 CHECKED BY: [Name]  
 SHEET TITLE:

a

PROJECT NOTES:

- THE APPLICANT REQUESTS THE GRANTING OF A SPECIAL USE PERMIT (SUP) TO ALLOW FOR THE INSTALLATION OF UTILITY SCALE SOLAR ENERGY FACILITIES ON THE SUBJECT PROPERTY RELEVANT TO SECTION 55.15 THROUGH 55.18 OF THE PRINCE EDWARD COUNTY ZONING ORDINANCE.
- THE SUBJECT PROPERTY IS IDENTIFIED AS THE FOLLOWING PARCEL PER AVAILABLE PRINCE EDWARD COUNTY PROPERTY RECORDS:  

| PARCEL   | OWNER                    | ACREAGE | CURRENT ZONING           |
|----------|--------------------------|---------|--------------------------|
| 097A-11  | STEPHEN & CHRISTINE HAIT | 0.73    | 0A - GENERAL AGRICULTURE |
| 109A-11A | STEPHEN & CHRISTINE HAIT | 0.86    | 0A - GENERAL AGRICULTURE |

TOTAL AREA = #93.59 ACRES
- THE APPLICANT IS DIMENSION RENEWABLE ENERGY, 3880 PEACHTREE RD NE 7TH FLOOR, ATLANTA, GA 30306.
- THE DATED SUBJECT PROPERTY BOUNDARY AND EASEMENT INFORMATION TAKEN FROM A FIELD RUN SURVEY PREPARED BY THIS FIRM AND COURT REPORTER, MAINTAINING THE SAME AS ACCURATE. THE BOUNDARY INFORMATION WAS OBTAINED FROM AVAILABLE GIS DATA. ADDITIONAL ADDRESSES AND EXISTING CONDITIONS INFORMATION WAS OBTAINED FROM AVAILABLE GIS DATA.
- TOPOGRAPHY, EXISTING BUILDINGS AND DRIVEWAYS ARE DERIVED FROM A PHOTOGRAMMETRIC SURVEY PREPARED BY QUANTUM SPACIAL DATED FEBRUARY 17, 2021. THE CONTOUR INTERVAL SHOWN IS FIVE (5) FEET.
- WETLANDS INFORMATION OBTAINED FROM A WATERS OF THE U.S. DELINEATION PREPARED BY WETLAND STUDIES AND SOLUTIONS, INC. AND DATED FEBRUARY 15, 2021. NO IMPACTS TO EXISTING WETLANDS ARE PROPOSED WITH THIS APPLICATION.
- PER FEMA FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL 514702183C, WITH AN EFFECTIVE DATE OF 10/22/2009, THERE ARE NO SPECIAL FLOOD HAZARD AREAS. THE PROPERTY IS LOCATED IN ZONE X, AREA OF MINIMAL FLOOD HAZARD.
- THE APPLICANT HAS OBTAINED ALL NECESSARY APPROVALS FROM LOCAL, STATE AND FEDERAL AGENCIES AND ADOPTED STANDARDS, UNLESS NOTED OTHERWISE.
- A GRAVE SITE ELUCATED ON THE SUBJECT PROPERTY OUTSIDE OF THE PROPERTY, BEST BEHOWN, ONE SHALL BE TAKEN TO LEAVE THE GRAVE SITE UNDISTURBED THROUGHOUT THE COURSE OF CONSTRUCTION AND OPERATION OF THE PROPOSED FACILITY.
- TO THE BEST KNOWLEDGE OF THE ENGINEER AND DEVELOPER THERE ARE NO HAZARDOUS OR TOXIC SUBSTANCES ON THE PROPERTY.
- THIS DEVELOPMENT PROPOSAL IS COMPATIBLE WITH THE EXISTING DEVELOPMENT IN THE VICINITY OF THIS SITE IN TERMS OF USE, TYPE, AND INTENSITY.
- THE SOLAR PANEL LAYOUT PROVIDED ON THIS SPECIAL USE PERMIT PLAN IS APPROXIMATE AND THE FINAL LOCATION OF THE PROPOSED SOLAR PANELS SHALL BE DETERMINED AT THE TIME OF SITE PLAN SUBMISSION.
- PROJECT SIGNAGE SHALL COMPLY WITH ALL APPLICABLE PRINCE EDWARD COUNTY REGULATIONS. WARNING SIGNAGE SHALL BE PROVIDED IN ACCORDANCE WITH THE PRINCE EDWARD COUNTY ZONING ORDINANCE.
- NOISE LEVELS FROM THE SOLAR ENERGY FACILITY WILL COMPLY WITH ALL APPLICABLE PRINCE EDWARD COUNTY NOISE REGULATIONS.
- STORMWATER MANAGEMENT SHALL BE PROVIDED IN ACCORDANCE WITH LOCAL AND STATE REQUIREMENTS.

ZONING TABULATIONS

| ZONING DISTRICT                        | REQUIREMENT / EXISTING                                                                                                                            | PROPOSED / PROVIDED                                       |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| GENERAL AGRICULTURE (0A) (SEE NOTE #1) | SINGLE-FAMILY DETACHED HOME                                                                                                                       | NO CHANGE                                                 |
| LAND USE                               | UTILITY SCALE ENERGY FACILITY (SEE NOTE #4)                                                                                                       |                                                           |
| MINIMUM LOT AREA (CONVENTIONAL)        | ONE (1) ACRE                                                                                                                                      | #93.59 ACRES (SEE NOTE #2)                                |
| MINIMUM SETBACKS (SEE NOTE #3)         |                                                                                                                                                   |                                                           |
| BUILDINGS                              | 75 FEET                                                                                                                                           | 4130 FEET                                                 |
| RIGHT-OF-WAY                           | 75 FEET                                                                                                                                           | N/A                                                       |
| ADJOINING PROPERTIES                   | 50 FEET (UP TO 100 FEET CONDITIONALLY)                                                                                                            | #50-100 FEET                                              |
| MAXIMUM HEIGHT                         | 20 FEET                                                                                                                                           | 415 FEET                                                  |
| MINIMUM BUFFER                         | LANDSCAPED STRIP AT LEAST 15-FEET-WIDE, TO BE WITHIN THE REQUIRED SETBACKS, TO BE COMPOSED OF NATURAL VEGETATION, STAGGERED TREES AND VEGETATION. | BUFFER PROVIDED AS REQUIRED - SEE LANDSCAPE PLAN, SHEET 6 |

NOTES:

- SINGLE-FAMILY DETACHED HOME USE TO REMAIN.
- USE, LOCATION AND DEVELOPMENT REQUIREMENTS BASED ON ARTICLE VI OF THE PRINCE EDWARD COUNTY ZONING ORDINANCE.
- SUBJECT PROPERTY CONSISTS OF TWO PARCELS: PARCEL 9A-11 CONTAINING 0.73 AC AND LOCATION OF 097A-11 AND PARCEL 109A-11A CONTAINING 0.86 AC AND LOCATION OF 109A-11A. THE TOTAL AREA OF THE PROPERTY IS 1.59 ACRES.
- SUBJECT PROPERTY IS A SINGLE-FAMILY DETACHED HOME LOT (CONVENTIONAL).



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Richmond, VA 23220



PRINCE EDWARD COUNTY, VA  
DIMENSION RENEWABLE ENERGY  
SPECIAL USE PERMIT  
PRINCE EDWARD CSG LLC

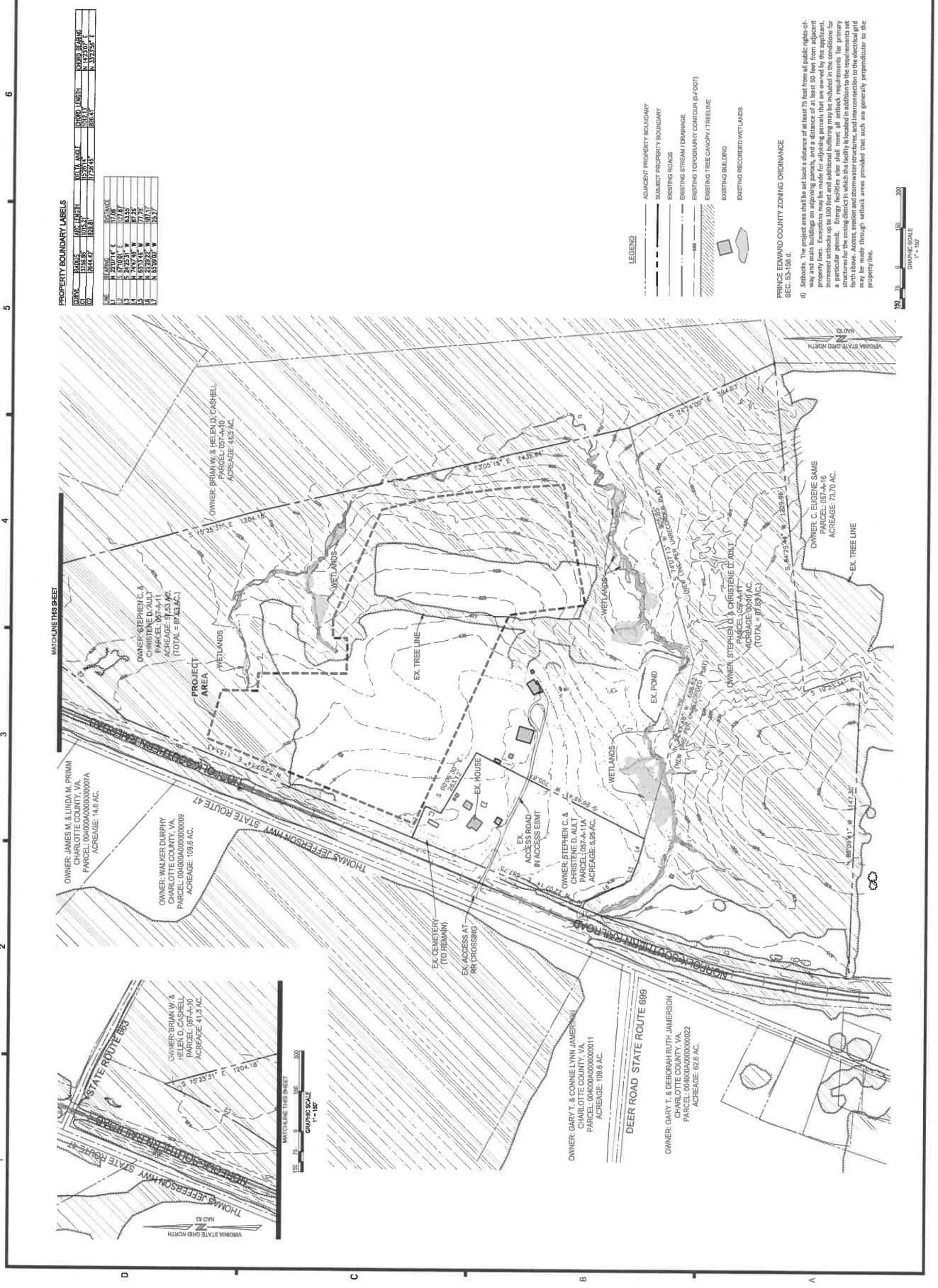
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PROJECT NO.: 2108-01-03  
DRAWING NO.: 110565  
DATE: 11/20/2024  
SCALE: AS SHOWN  
CREATOR: J.A. HAIT  
CHECKED: D.L.  
SHEET TITLE:

NOTES

SHEET NO. 2 OF 5





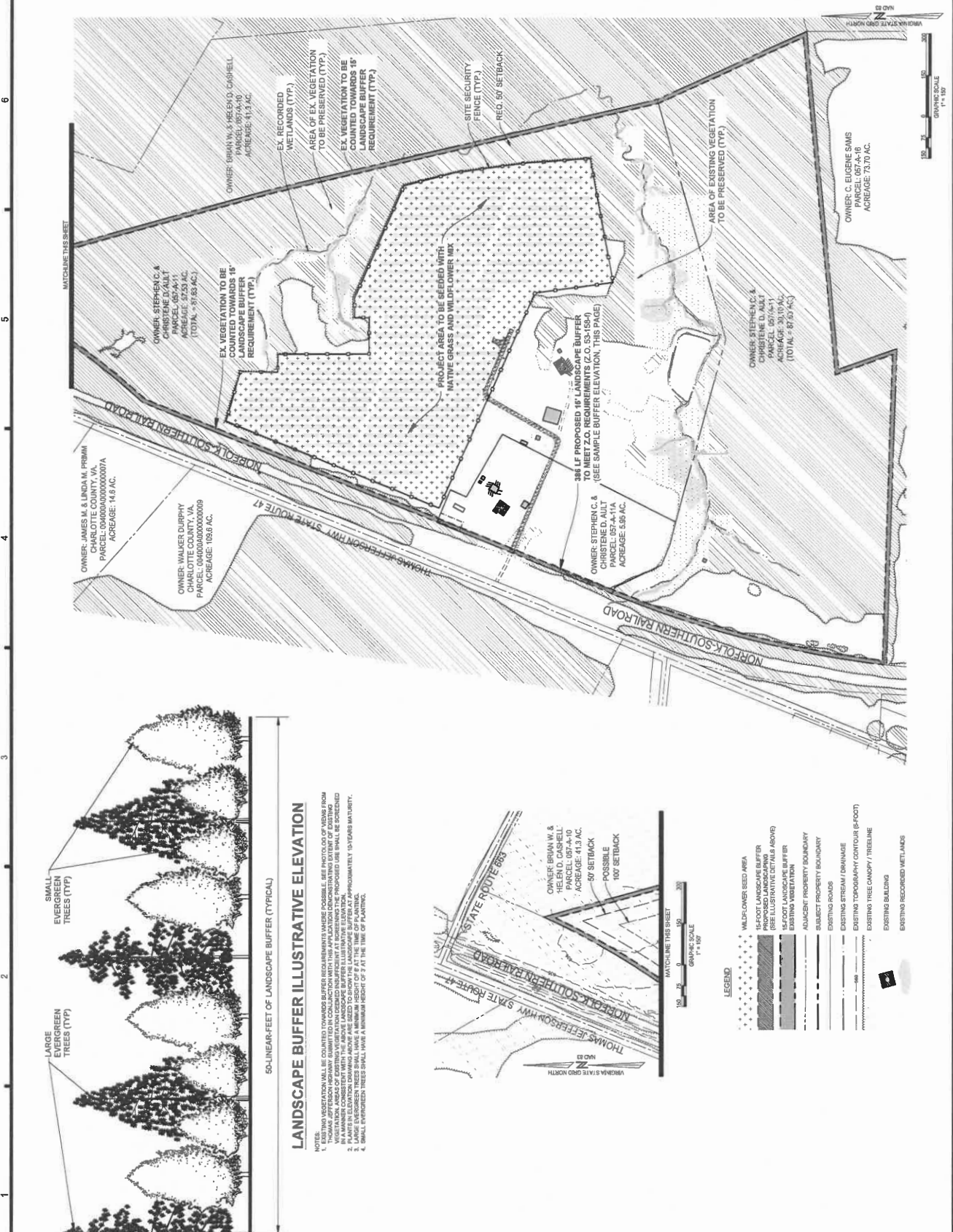


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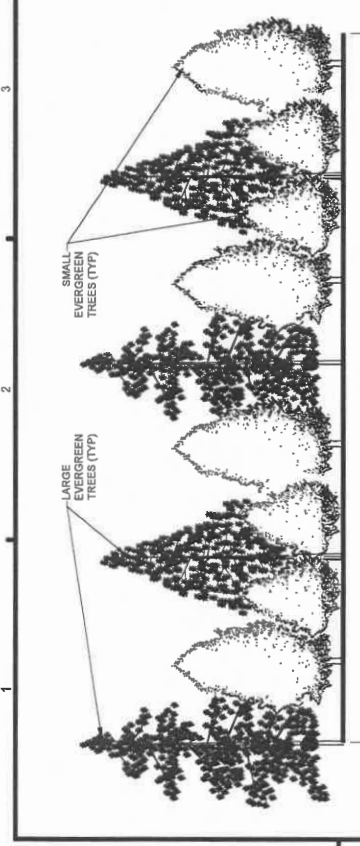
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 DRAWN: JA  
 CHECKED: DA

PRINCE EDWARD CSG LLC  
 SPECIAL USE PERMIT  
 DIMENSION RENEWABLE ENERGY  
 PRINCE EDWARD COUNTY, VA

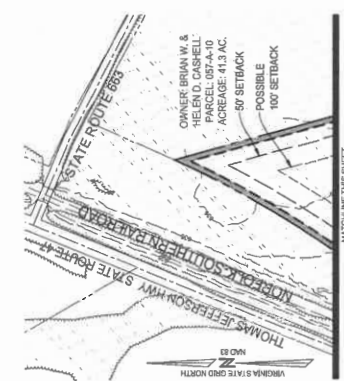
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LANDSCAPE BUFFER ILLUSTRATIVE ELEVATION



- NOTES:  
 1. BUFFER VEGETATION SHALL BE PLANTED IN CONFORMANCE WITH THE ABOVE ILLUSTRATIVE ELEVATION.  
 2. BUFFER VEGETATION SHALL BE PLANTED IN CONFORMANCE WITH THE ABOVE ILLUSTRATIVE ELEVATION.  
 3. BUFFER VEGETATION SHALL BE PLANTED IN CONFORMANCE WITH THE ABOVE ILLUSTRATIVE ELEVATION.  
 4. BUFFER VEGETATION SHALL BE PLANTED IN CONFORMANCE WITH THE ABOVE ILLUSTRATIVE ELEVATION.



LEGEND

|          |                                                           |
|----------|-----------------------------------------------------------|
| [Symbol] | MULCH COVER SEED AREA                                     |
| [Symbol] | 15-FOOT LANDSCAPE BUFFER                                  |
| [Symbol] | PROPOSED LANDSCAPING                                      |
| [Symbol] | 15-FOOT LANDSCAPE BUFFER (SEE ILLUSTRATIVE DETAILS ABOVE) |
| [Symbol] | EXISTING REVEGETATION                                     |
| [Symbol] | ADJACENT PROPERTY BOUNDARY                                |
| [Symbol] | SUBJECT PROPERTY BOUNDARY                                 |
| [Symbol] | EXISTING ROADS                                            |
| [Symbol] | EXISTING STREAM / DRAINAGE                                |
| [Symbol] | EXISTING TOPOGRAPHY CONTOUR (5-FOOT)                      |
| [Symbol] | EXISTING TREE CANOPY / TREELINE                           |
| [Symbol] | EXISTING BUILDING                                         |
| [Symbol] | EXISTING RECORDED WETLANDS                                |

