

Draft Siting Agreement for Louisa County

SOLAR FACILITY SITING AGREEMENT

This Solar Facility Siting Agreement (the “Agreement”), dated as of _____, 2023 (the “Effective Date”), is made by and between Louisa County, Virginia, a political subdivision of the Commonwealth of Virginia (the “County”), and Louisa Solar 1 LLC, a Virginia limited liability company (the “Applicant”). The County and the Applicant are referred to herein each as a “Party” and collectively, the “Parties”.

RECITALS

WHEREAS, the Applicant intends to build, operate, and decommission a commercial solar photovoltaic (electric energy) generation facility and associated electric grid interconnection facilities (collectively, the “Project”) on certain real property in the County identified as Tax Map Parcel Number 1 3 (the “Property”);

WHEREAS, the Project will be five (5) megawatts or less and therefore is not subject to (i) the requirements of Virginia Code § 15.2-2316.7 including, without limitation, the obligation of the Applicant to meet, discuss and negotiate a siting agreement with the County, or (ii) the revenue share ordinance adopted by the County pursuant to Virginia Code § 58.1-2636;

WHEREAS, notwithstanding the foregoing, the County issued a Conditional Use Permit (_____) for the Project dated _____ (the “CUP”), which CUP requires, among other things, that the Project be developed, constructed, operated and decommissioned in compliance with a solar facility siting agreement between the Applicant and the County;

WHEREAS, in furtherance of the satisfaction of the conditions set forth in the CUP, the Parties desire to enter into this Agreement to provide certain financial compensation to the County as authorized by Virginia Code § 15.2-2288.8(B) and pursuant to the terms and conditions hereof;

WHEREAS, the Applicant has agreed to the payments and financial terms contained herein; and

WHEREAS, pursuant to the requirement of Virginia Code § 15.2-2316.8(B), the County held a public hearing in accordance with subdivision A of Virginia Code § 15.2-2204 for the purpose of considering this Agreement, after which a majority of a quorum of the members of the Louisa County Board of Supervisors approved this Agreement.

AGREEMENT

NOW, THEREFORE, the County and the Applicant, intending to be legally bound hereby and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

Article I

Conditions

1. CUP Conditions. The Applicant acknowledges and agrees that it is bound by all the terms and conditions contained in the CUP. The CUP is attached hereto as **Exhibit B** and is hereby incorporated herein. Violation by the Applicant or by any of the Applicant's agents, assigns, or successors in interest of any terms and conditions of the CUP or of any other applicable zoning requirements of the County shall constitute an event of default under Section 13 of this Agreement.

Article II

Payments

1. Purpose. The Parties acknowledge that the payments required hereunder shall be made to the County for use in funding substantial public improvements, the need for which is not generated solely by the granting of the CUP, and that such payments are reasonably related to the Project; in recognition thereof, the Applicant agrees to make the payments set forth on **Exhibit A** (in accordance with paragraph 2 of this Article), as permitted under Virginia Code § 15.2-2288.8(B).

2. Payment Structure. The Applicant shall make payments to the County, as follows:

a. A \$25,000.00 one-time payment due within six (6) months of acceptance into the **Shared Solar Program** (as defined below) and \$25,000.00 one-time payment due within six (6) months of the Commercial Operation Date. (as defined below) (the "**Initial Payment**").

b. Annual payments as set forth in **Exhibit A** attached hereto and incorporated herein (each, an "**Annual Payment**", and collectively, the "**Annual Payments**", and together with the Initial Payment, the "**Payments**"). As used herein, the Initial Payment contingent upon the acceptance into the shared solar program means the date on which the Project has been accepted in Virginia Electric and Power Company d/b/a Dominion Energy Virginia's Shared Solar Program (the "**Shared Solar Program**"). For purposes of this Agreement, the Shared Solar Program acceptance date shall be based off of the date of the fully executed copy of the Shared Solar Subscriber Organization Coordination Agreement between Dominion Energy and the Applicant. The Annual Payments shall begin no later than six (6) months following the Commercial Operation Date on a prorated basis for that year.¹ As used herein, "**Commercial Operation Date**" means the date on which the Project commences "**Commercial Operation**," which means the point at which the Project becomes fully operational and can begin selling power under the terms of a power purchase or offtake agreement. Generation of test energy shall not be deemed Commercial Operation. The Annual Payments shall be due and payable on or before December 1st of each year following the Commercial Operation Date until the completion of the decommissioning of the Project by the Applicant (the "**Termination Date**"), as evidenced by written notice to the County from the Applicant that decommissioning of the Project is complete. The Parties acknowledge that,

¹ If the Commercial Operation Date is June 1 or later, that first year's prorated payment shall be due and payable on or before December 1 of that first year.

Draft Siting Agreement for Louisa County

except as otherwise provided herein, the Applicant's obligation to make the Annual Payments shall be conditioned upon the Project commencing Commercial Operation. Each Annual Payment shall be made to the County in one lump sum payment made annually during the term of this Agreement.

3. Structure of the Payments; Statement of Benefit. The Applicant agrees that, by entering into this Agreement, it is bound by law to make the Payments in accordance with this Agreement. The Parties acknowledge and agree that this Agreement is fair and mutually beneficial to them both and that this Agreement provides for a clear and predictable stream of future payments to the County in amounts fair to both Parties.

Article III

Miscellaneous Terms

1. Term; Termination; Automatic Renewal. This Agreement shall commence on the Effective Date and shall continue until the Termination Date. The Applicant shall have no obligation to make any Payments after the Project is decommissioned. The Annual Payment due for the year in which the Project is decommissioned shall be prorated as of the Termination Date. Written notice of termination shall be given by Applicant (a "Notice of Termination"), and such Notice of Termination shall provide an anticipated termination date that is at least three (3) months from the date the Notice of Termination is given. The termination of this Agreement shall not limit the Applicant's legal obligation to pay local taxes in accordance with applicable law at such time and for such period as the Project remains in operation. Notwithstanding anything contained herein to the contrary, the Applicant may, in its sole discretion, terminate this Agreement at any time prior to Commercial Operation by delivery of written notice thereof to the County.

2. Mutual Covenants. The Applicant covenants to the County that it will pay the County the amounts due hereunder when due in accordance with the terms of this Agreement, and will not seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement. The County covenants to the Applicant that it will not seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement.

3. No Obligation to Develop. The Applicant has no obligation to develop or construct the Project, and this Agreement does not require any Payments until after the Commercial Operation Date. Any test energy or other energy produced prior to the Commercial Operation Date shall not trigger any Payments under this Agreement. It is understood that development of the Project by the Applicant is contingent upon several factors including, but not limited to, regulatory approvals, availability and cost of equipment and financing, and market demand for the Project's energy. No election by the Applicant to terminate, defer, suspend, or modify plans to develop the Project shall be deemed a default of the Applicant under this Agreement.

4. Successors and Assigns. This Agreement shall be binding upon the successors or assigns of the Applicant, and the obligations created hereunder shall be covenants running with the Property. If Applicant sells, transfers, leases, or assigns all or substantially all of its interests in the Project or the ownership of the Applicant, this Agreement will automatically be assumed by and be binding on the purchaser or transferee. Upon such assumption, the sale, transfer, lease, or assignment shall relieve the Applicant of all obligations and liabilities under this Agreement

Draft Siting Agreement for Louisa County

accruing from and after the date of sale or transfer, and the purchaser or transferee shall automatically become responsible under this Agreement. The Applicant shall execute such documentation as reasonably requested by the County to memorialize the assignment and assumption by the purchaser or transferee.

5. Execution of Agreement Deems Project “Substantially In Accord” with County’s Comprehensive Plan. Pursuant to Virginia Code § 15.2- 2316.9(C), execution of this Agreement deems the Project to be substantially in accord with the County’s Comprehensive Plan in satisfaction of the requirements of Virginia Code § 15.2-2232.

6. Memorandum of Agreement. A memorandum of this Agreement, in a form substantially similar to that attached as **Exhibit C** hereto (the “Memorandum”), shall be recorded in the land records of the Clerk’s Office of the Circuit Court of the County (the “Clerk’s Office”). Such recordation shall be at the Applicant’s sole cost and expense and shall occur as soon as reasonably practicable after the Effective Date. Upon the termination of this Agreement, the Parties shall execute and record a release of the Memorandum in the Clerk’s Office.

7. Notices. Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement shall be in writing and shall be delivered or sent by registered or certified mail, postage prepaid, by recognized overnight courier, or by commercial messenger to:

If to the County:

Louisa County, Virginia
1 Woolfolk Avenue
Louisa, VA 23093
Attn: Christian Goodwin, County Administrator

If to the Applicant:

Louisa Solar 1 LLC
Attn: James Wrathall
2530 Riva Rd Suite 200
Annapolis, MD 21401

The County and the Applicant, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices shall be sent.

8. Governing Law; Jurisdiction; Venue. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO ANY OF ITS PRINCIPLES OF CONFLICTS OF LAWS OR OTHER LAWS WHICH WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. THE PARTIES HERETO (A) AGREE THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING, AS BETWEEN THE PARTIES HERETO, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT AND TRIED ONLY IN THE CIRCUIT COURT OF LOUISA COUNTY, VIRGINIA, (B) CONSENT TO THE JURISDICTION OF SUCH COURT IN ANY SUCH SUIT,

Draft Siting Agreement for Louisa County

ACTION OR PROCEEDING, AND (C) WAIVE ANY OBJECTION WHICH ANY OF THEM MAY HAVE TO THE LAYING OF VENUE OR ANY SUCH SUIT, ACTION, OR PROCEEDING IN SUCH COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION, OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH SUIT, ACTION, OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

9. Confidentiality. This Agreement, once placed on the docket for consideration by the Louisa County Board of Supervisors, is a public document, subject to production under the Virginia Freedom of Information Act (“FOIA”). The County understands and acknowledges that the Applicant, and as applicable, its associates, contractors, partners and affiliates, utilize confidential and proprietary “state-of-the-art” information and data in their operations (“Confidential Information”), and that disclosure of any such information, including, but not limited to, disclosures of technical, financial or other information concerning the Applicant or any affiliated entity could result in substantial harm to them and could thereby have a significant detrimental impact on their employees and also upon the County. The County acknowledges that during the development and negotiation of this Agreement, certain Confidential Information may be, or may have been, shared with the County by the Applicant. The Applicant agrees to clearly identify any information it deems to be Confidential Information and not subject to mandatory disclosure under FOIA or other applicable law as Confidential Information at the time it provides such information to the County. The County agrees that, except as required by law and pursuant to the County’s police powers, neither the County nor any employee, agent, or contractor of the County will (i) knowingly or intentionally disclose or otherwise divulge any such Confidential Information to any person, firm, governmental body or agency, or any other entity unless a request for such Confidential Information is made and granted under an applicable provision of local, state or federal law. Upon receipt of such a request but before transmitting any documents or information which may contain Confidential Information to the requestor, the County shall contact Applicant to review the request for information and associated documents to determine if any Confidential Information is at risk of disclosure. If Confidential Information exists, the Applicant may intervene on behalf of the County and defend against disclosure of the Confidential Information. The County agrees to cooperate in this defense and to the extent allowed by law, work to protect the Confidential Information of the Applicant.

10. Insurance. Upon commencement of construction of the Project and throughout Commercial Operation, the Applicant will obtain and maintain in force the following policies of insurance covering the Project facilities and the Applicant’s activities on the Property: comprehensive general liability insurance with minimum coverage of at least \$500,000 for property damage, \$1,000,000 for bodily injury or death to any one person, and a minimum combined occurrence and annual coverage of \$2,000,000.

11. Modification. This Agreement may be modified only in writing duly executed by the Parties hereto.

12. Assignment. This Agreement may be assigned by the Applicant to any party without the prior consent of the County, so long as such assignment is expressly made subject to

Draft Siting Agreement for Louisa County

all terms and conditions of this Agreement, and provided that such assignment shall not be effective against the County until such time as the Applicant delivers written notice of such assignment.

13. Default.

A. In the event of a default under this Agreement, the non-defaulting Party shall give written notice to the defaulting Party, describing the alleged default in reasonably sufficient detail. If a Party has not cured, as described by this Agreement, its default within thirty (30) days after receiving written notice of the default from the non-defaulting Party, or if the default cannot be cured within thirty (30) days thereof and the defaulting Party has not begun and pursued with diligence to cure said default within such thirty (30) day period, the non-defaulting Party shall have the right, but not the obligation, to cure such default and to charge the defaulting Party for the cost of curing such default, including the right to offset said costs of curing the default against any sums due or which become due to the defaulting Party under this Agreement. Such non-defaulting Party shall, in its reasonable judgment, attempt to use the most economically reasonable method of curing any such default.

B. This Agreement may be terminated by the County in the event of a material breach of this Agreement that has not been cured within sixty (60) days after written notice thereof. If a cure is initiated within such period, the Agreement shall not terminate. A material breach shall mean a failure to comply with (1) any of the provisions of this Agreement relating to the Payments, (2) the permits and approvals under which the Project will be operated or built, which failure results in a loss of such permits and approvals such that the Project is prohibited from operating, or (3) applicable federal or state laws, approvals, or regulations. A material breach shall also include the insolvency of the Applicant or its assignee, such insolvency to be established by the filing of a voluntary petition in bankruptcy that is not dismissed within one hundred eighty (180) days of its filing. A material breach shall also include a violation of the Special Use Permit issued to the Applicant, attached hereto as Exhibit B. Provided, however, the Applicant complying or taking action consistent with any governmental or regulatory warning letter, notice of violation, or plan of action shall be deemed a cure if the compliance or the action is initiated within sixty (60) days of the Applicant receiving the warning letter, notice of violation, or action plan. In the event the Applicant receives notice of a material breach that state or federal authorities determine threatens the safety of the public or threatens to cause material environmental damage and fails to resolve such material breach as soon as is reasonably practicable, the County shall be entitled to terminate this Agreement. If a dispute exists as to whether an amount is owed or a breach of this Agreement has occurred, either Party may seek a declaratory judgment or other appropriate action in the Louisa County Circuit Court. If the dispute involves an amount owed to the County, the Applicant shall submit said disputed amount to the Clerk's Office to be held pending resolution of the dispute. The cure period and any termination of this Agreement shall be extended and tolled pending a decision by the Louisa County Circuit Court on the declaratory judgment or other action filed.

C. If either the County or the Applicant files a lawsuit, counterclaim, or crossclaim to enforce any provision of this Agreement or to seek a declaratory judgment, the prevailing Party is entitled to all reasonable attorneys' fees, litigation expenses, and court costs.

14. Severability; Invalidity Clause. Any provision of this Agreement that conflicts with applicable law or is held to be void or unenforceable shall be ineffective to the extent of such conflict, voidness, or unenforceability without invalidating the remaining provisions hereof, which remaining provisions shall be enforceable to the fullest extent permitted under applicable law. If, for any reason, including a change in applicable law, it is ever determined by any court or governmental authority of competent jurisdiction that this Agreement is invalid, then the Parties shall, subject to any necessary County meeting vote or procedures, undertake reasonable efforts to amend and or reauthorize this Agreement so as to render the invalid provisions herein lawful, valid, and enforceable. If the Parties are unable to do so, this Agreement shall terminate as of the date of such determination of invalidity, and the Property and Project will thereafter be assessed and taxed as though this Agreement did not exist. The Parties will cooperate with each other and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party.

15. Entire Agreement. This Agreement and any exhibits or other attachments constitute the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the Parties hereto with respect to the subject matter hereof. No provision of this Agreement can be modified, altered, or amended except in a writing executed by all Parties hereto.

16. Construction. This Agreement was drafted with input by the County and the Applicant, and no presumption shall exist against any Party.

17. Force Majeure.

A. “Force Majeure Event” means the occurrence of:

(i) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder;

(ii) a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the construction, operation, or maintenance of the Project, as for example but not in limitation, the interruption in the supply of replacement solar panels, and which is not attributable to any unreasonable action or inaction on the part of Applicant or any of its subcontractors or suppliers and the settlement of which is beyond the reasonable control of all such persons;

(iii) specific incidents of exceptional adverse weather conditions in excess of those required to be designed for;

(iv) tempest, earthquake, or any other natural disaster of overwhelming proportions and the disruption of operations resulting therefrom;

(v) discontinuation of electricity supply, or unanticipated termination of a power purchase agreement;

(vi) other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected Party to take precautions and which

Draft Siting Agreement for Louisa County

the affected Party cannot avoid even by using its best efforts, including quarantines ordered by competent governmental authority in the event of a public health emergency, which in each case directly causes either party to be unable to comply with all or a material part of its obligations under this Agreement.

B. Neither Party will be in breach of its obligations under this Agreement or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if and to the extent it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred.

C. As soon as reasonably practicable after the start of a Force Majeure Event, and within a reasonable time after the end of a Force Majeure Event, any Party invoking it will submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

D. Applicant will, and will ensure that its contractors will, at all times take all reasonable steps within their respective powers and consistent with good operating practices (but without incurring unreasonable additional costs) to:

- (i) prevent Force Majeure Events affecting the performance of Applicant's obligations under this Agreement;
- (ii) mitigate the effect of any Force Majeure Event; and
- (iii) comply with its obligations under this Agreement.

E. The Parties will consult together in relation to the above matters following the occurrence of a Force Majeure Event.

F. Should a single Force Majeure Event occur for a continuous period of more than one hundred eighty (180) days, then the Parties shall endeavor to agree on any modifications to this Agreement (including without limitation, determination of new revenue sharing payments) that are equitable, having due regard to the nature of the ability of Applicant to continue to meet its financial obligations to the County.

G. For the avoidance of doubt, a Force Majeure Event shall not include (a) financial distress or the inability of either Party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a Party's financial inability to perform its obligations hereunder, except such occurrences (a)-(c) that arise from a Force Majeure Event.

18. Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and their respective successors and permitted assigns, and no other person shall have any right, benefit, priority, or interest in, under, or because of the existence of, this Agreement.

Draft Siting Agreement for Louisa County

19. Counterparts; Electronic Signatures. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument. A signed copy of this Agreement delivered by e-mail/PDF or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signature page follows]

Draft Siting Agreement for Louisa County

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the authorized representatives whose names and titles appear below as of the Effective Date.

Louisa Solar 1 LLC, a Virginia limited liability company

By: _____

Name: _____

Title: _____

Date: _____

LOUISA COUNTY, VIRGINIA,
a political subdivision of the Commonwealth of Virginia

By:_____

Name: _____

Title: _____

Date: _____

Approved as to form:

By: _____
County Attorney

EXHIBIT A

SCHEDULE OF PAYMENTS

The following schedule of payments assumes an estimated Project nameplate capacity of 5 MW-ac, and all payments shall be adjusted proportionally if the nameplate capacity of the constructed Project differs from such estimate. As used herein, “Commercial Operation Date” means the date on which the Project commences “Commercial Operation,” which means the point at which the Project becomes fully operational and can begin selling power under the terms of a power purchase or offtake agreement. The Parties acknowledge that, except as otherwise provided herein, the Applicant’s obligation to make the Annual Payments shall be conditioned upon the Project commencing Commercial Operation. Each Annual Payment shall be made to the County in one lump sum payment made annually during the term of this Agreement.

One-Time Payments: \$25,000.00 due within six (6) months of acceptance into the Shared Solar Program and \$25,000.00 due within six (6) months of the Commercial Operation Date.

Annual Payments:

Annual Payment A: \$1,540 per MW-ac paid annually beginning upon the commencement of Commercial Operation; Escalating at a rate of ten percent (10%) beginning at the 6th Year of Commercial Operation, and every five (5) years thereafter.

Annual Payment B: \$2,500 per MW-ac paid annually beginning upon the commencement of Commercial Operations. Annual Payment B does not escalate.

The Annual Payments shall begin no later than six (6) months following the Commercial Operation Date on a prorated basis for that year. The Annual Payments shall be due and payable on or before December 1st of each year following the Commercial Operation Date pursuant to Section 2 of this Agreement.

Annual Payment for any automatic renewal pursuant to Section 1 of this Agreement: \$15,005.12, escalating at a rate of ten percent (10%) upon the expiration of the fortieth (40th) year of Commercial Operation, and every five (5) years thereafter.

Annual Payment A			
Year of Commercial Operation	Annual Payment	Escalation Rate	Cumulative Amount Paid
1	\$7,700.00		\$7,700.00
2	\$7,700.00		\$15,400.00
3	\$7,700.00		\$23,100.00
4	\$7,700.00		\$30,800.00
5	\$7,700.00		\$38,500.00
6	\$8,470.00	10.00%	\$46,970.00
7	\$8,470.00		\$55,440.00

Draft Siting Agreement for Louisa County

8	\$8,470.00		\$63,910.00
9	\$8,470.00		\$72,380.00
10	\$8,470.00		\$80,850.00
11	\$9,317.00	10.00%	\$90,167.00
12	\$9,317.00		\$99,484.00
13	\$9,317.00		\$108,801.00
14	\$9,317.00		\$118,118.00
15	\$9,317.00		\$127,435.00
16	\$10,248.70	10.00%	\$137,683.70
17	\$10,248.70		\$147,932.40
18	\$10,248.70		\$158,181.10
19	\$10,248.70		\$168,429.80
20	\$10,248.70		\$178,678.50
21	\$11,273.57	10.00%	\$189,952.07
22	\$11,273.57		\$201,225.64
23	\$11,273.57		\$212,499.21
24	\$11,273.57		\$223,772.78
25	\$11,273.57		\$235,046.35
26	\$12,400.93	10.00%	\$247,447.28
27	\$12,400.93		\$259,848.20
28	\$12,400.93		\$272,249.13
29	\$12,400.93		\$284,650.06
30	\$12,400.93		\$297,050.99
31	\$13,641.02	10.00%	\$310,692.00
32	\$13,641.02		\$324,333.02
33	\$13,641.02		\$337,974.04
34	\$13,641.02		\$351,615.06
35	\$13,641.02		\$365,256.08
36	\$15,005.12	10.00%	\$380,261.21
37	\$15,005.12		\$395,266.33
38	\$15,005.12		\$410,271.45
39	\$15,005.12		\$425,276.57
40	\$15,005.12		\$440,281.69

Annual Payment B		
Year of Commercial Operation	Annual Payment	Cumulative Amount Paid
1	\$2,500.00	\$2,500.00
2	\$2,500.00	\$5,000.00

Draft Siting Agreement for Louisa County

3	\$2,500.00	\$7,500.00
4	\$2,500.00	\$10,000.00
5	\$2,500.00	\$12,500.00
6	\$2,500.00	\$15,000.00
7	\$2,500.00	\$17,500.00
8	\$2,500.00	\$20,000.00
9	\$2,500.00	\$22,500.00
10	\$2,500.00	\$25,000.00
11	\$2,500.00	\$27,500.00
12	\$2,500.00	\$30,000.00
13	\$2,500.00	\$32,500.00
14	\$2,500.00	\$35,000.00
15	\$2,500.00	\$37,500.00
16	\$2,500.00	\$40,000.00
17	\$2,500.00	\$42,500.00
18	\$2,500.00	\$45,000.00
19	\$2,500.00	\$47,500.00
20	\$2,500.00	\$50,000.00
21	\$2,500.00	\$52,500.00
22	\$2,500.00	\$55,000.00
23	\$2,500.00	\$57,500.00
24	\$2,500.00	\$60,000.00
25	\$2,500.00	\$62,500.00
26	\$2,500.00	\$65,000.00
27	\$2,500.00	\$67,500.00
28	\$2,500.00	\$70,000.00
29	\$2,500.00	\$72,500.00
30	\$2,500.00	\$75,000.00
31	\$2,500.00	\$77,500.00
32	\$2,500.00	\$80,000.00
33	\$2,500.00	\$82,500.00
34	\$2,500.00	\$85,000.00
35	\$2,500.00	\$87,500.00
36	\$2,500.00	\$90,000.00
37	\$2,500.00	\$92,500.00
38	\$2,500.00	\$95,000.00
39	\$2,500.00	\$97,500.00
40	\$2,500.00	\$100,000.00

EXHIBIT B

CONDITIONAL USE PERMIT

EXHIBIT C

FORM OF MEMORANDUM

Full exhibit follows

PREPARED BY AND RETURN TO:

Louisa Tax Map ID No. 1 3

[NOTE TO CLERK: LOUISA COUNTY, VIRGINIA, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA, IS A PARTY TO THIS INSTRUMENT WHICH, ACCORDINGLY, IS EXEMPT FROM RECORDATION TAX PURSUANT TO VA. CODE SEC. 58.1-811.A.3.]

MEMORANDUM OF SOLAR FACILITY SITING AGREEMENT

This Memorandum of Solar Facility Siting Agreement (this “Memorandum”), dated and effective as of _____, 20____, is made by and between **Louisa County, Virginia**, a political subdivision of the Commonwealth of Virginia (the “County”) and **Louisa Solar 1 LLC**, a Virginia limited liability company (the “Applicant”), regarding the following:

1. Siting Agreement. The County and the Applicant are parties to that Solar Facility Siting Agreement, dated _____, 2023 (the “Siting Agreement”), which describes the intent of the Applicant to develop, install, build, and operate a commercial solar photovoltaic (electric energy) generation facility and associated electric grid interconnection facilities (“Project”) on that certain parcel of land identified as Louisa County Tax Map ID No. 1 3 (the “Property”).
2. Authorization. The County’s execution of the Siting Agreement was authorized during that certain regular meeting of the Board of Supervisors of Louisa County on _____, 2023.
3. Substantially in Accord. The Siting Agreement states, *inter alia*, that, pursuant to Virginia Code Ann. § 15.2-2316.9(C), by entering into the Siting Agreement, the County acknowledged that the Project is deemed to be substantially in accord with the Louisa County Comprehensive Plan under Virginia Code Ann. § 15.2-2232.
4. Obligations. The Siting Agreement sets forth, *inter alia*, certain obligations of the Applicant to comply with the Conditional Use Permit approved by the County for the Project, and to make certain payments to the County.
5. Siting Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Siting Agreement, and the County and the Applicant executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Siting Agreement and the County’s and the Applicant’s rights thereunder. The terms, conditions and covenants of the Siting Agreement are incorporated in this Memorandum by reference as though fully set forth herein.
6. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

Draft Siting Agreement for Louisa County

WITNESS the following signature and seal:

LOUISA COUNTY, VIRGINIA,
a political subdivision of the Commonwealth of
Virginia

By: _____

Name: _____

Title: _____

Date: _____

COMMONWEALTH OF VIRGINIA,
COUNTY OF _____, to-wit:

Before me, a notary public in and for the jurisdiction aforesaid, this ____ day of _____, 2023, appeared _____, who acknowledged that they executed the foregoing instrument in their capacity as _____ of Louisa County, Virginia, on behalf of said political subdivision of the Commonwealth of Virginia.

Notary Public

My Commission Expires: _____

Notary Registration No. _____

Draft Siting Agreement for Louisa County

WITNESS the following signature and seal:

Louisa Solar 1 LLC,
a Virginia limited liability company

By: _____

Name: _____

Title: _____

Date: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

Before me, a notary public in and for the jurisdiction aforesaid, this ____ day of _____, 2023, appeared _____, who acknowledged that they executed the foregoing instrument in their capacity as _____ of Louisa Solar 1 LLC, a Virginia limited liability company, on behalf of said company.

Notary Public

My Commission Expires: _____

Notary Registration No. _____