

SOLAR FACILITY SITING AGREEMENT

This Solar Facility Siting Agreement (the “Agreement”), dated as of _____ (the “Effective Date”), is by and between Nelson County, Virginia, a political subdivision of the Commonwealth of Virginia (the “County”) and Wild Rose Solar Project, LLC, a Delaware limited liability company (the “Applicant”). The County and Applicant are herein each a “Party” and collectively, the “Parties”.

RECITALS

WHEREAS, Applicant intends to develop, install, build, and operate the solar project approved by the Nelson County Board of Supervisors (the “Board”) pursuant to Special Use Permit # _____ (the “Project”) on certain parcels of land identified as the County Tax Map Parcels listed on Exhibit A-1 attached hereto (collectively, the “Property”);

WHEREAS, pursuant to Chapter 22, Title 15.2, Article 7.3 of the Code of Virginia (“Code”) titled “Siting of Solar Projects and Energy Storage Projects,” Applicant and the County may enter into a siting agreement for such facilities;

WHEREAS, pursuant to Code § 15.2-2316.7(B), said siting agreement may contain terms and conditions, including (i) mitigation of any impacts of such solar project or energy storage project; (ii) financial compensation to the host locality to address capital needs set out in the (a) capital improvement plan adopted by the host locality, (b) current fiscal budget of the host locality, or (c) fiscal fund balance policy adopted by the host locality; or (iii) assistance by the Applicant in the deployment of broadband, as defined in § 56-585.1:9, in such locality;

WHEREAS, after negotiation between the County and the Applicant, the Parties desire to enter into this Agreement to provide said financial compensation to the County and to address impacts of the Project;

WHEREAS, pursuant to Code § 58.1-2636, the County may adopt an ordinance assessing a revenue share of (i) up to \$1,400.00 per megawatt, as measured in alternating current (AC) generation capacity of the nameplate capacity of the Project (“Revenue Share Ordinance”).

WHEREAS, the County has not adopted a Revenue Share Ordinance, but may choose to do so at a later date;

WHEREAS, pursuant to Code § 58.1-3660, “certified pollution control equipment” is exempt from state and local taxation pursuant to Article X, Section 6(d) of the Constitution of Virginia;

WHEREAS, solar photovoltaic (electric energy) systems and energy storage systems are certified pollution control equipment, and therefore, subject to certain qualified tax exemptions as provided in Code § 58.1-3660;

WHEREAS, if the County adopts a Revenue Share Ordinance, such certified pollution control equipment exemption is 100% of the assessed value, pursuant to Code § 58.1-3660(D) (for solar photovoltaic (electric energy) projects);

WHEREAS, if the County does not adopt a Revenue Share Ordinance, such certified pollution control equipment exemption would be 80% of the assessed value, or in certain circumstances, the exemption would “step down” after five years of service to 70%, and then 60% for the remaining years of service, as provided by state law and local ordinances, including Code § 58.1-3660 (C), (D), and (F), commonly known as the Machinery and Tools Tax Stepdown (“M&T Taxes”);

WHEREAS, Applicant has agreed to the payments and financial terms contained herein, including payment of the M&T Taxes together with voluntary annual payments supplementing the M&T Taxes in amounts that would result in a total annual payment equal to the greater of the M&T Taxes or what would otherwise be due under a Revenue Share Ordinance, regardless of whether the County actually adopts a Revenue Share Ordinance; and

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

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

Article I

Project Features, Conditions and Mitigation

1. Special Use Permit Conditions. Applicant acknowledges and agrees that it is subject to all the terms and conditions contained in the Special Use Permit (“SUP”) approved by the Board for the Project. The SUP approved by the Board on _____ is attached as **Exhibit A** and is hereby incorporated herein.

2. Violations/Enforcement. Violation by the Applicant or by any of Applicant’s agents, assigns, or successors in interest of any terms and conditions of the SUP shall constitute a violation of this Agreement. An uncured violation of this Agreement enables the County to suspend or revoke the SUP in accordance with Section ___ of the SUP.

Article II

Payments

1. Payment Structure. Except as provided in Section 2 below, the Applicant shall make payments to the County, in the amounts and at such times as set forth in **Exhibit B** (each a “Payment” and collectively, the “Payments”). Applicant’s obligation to make the Payments shall

be conditioned upon the Project commencing Commercial Operation. As used herein, “Commercial Operation” or “Commercial Operation Date” means the date on which the Project becomes fully operational and begins selling power under the terms of a power purchase or offtake agreement. Generation of test energy shall not be deemed Commercial Operation.

2. Voluntary Payments for Ministerial Permit Application Timing. The Applicant shall make the following voluntary payments to the County should the Applicant not submit applications for Final Site Plan approval and necessary County building permits within the time periods stated below. For avoidance of doubt, this voluntary payment shall be in addition to the voluntary payments in Exhibit B that are due at Final Site Plan approval and County building permit issuance:

a. If Applicant does not submit an application for Final Site Plan approval and the required County building permits within twenty-four (24) months of SUP approval, but submits such applications within thirty-six (36) months of SUP approval, Applicant shall make an additional voluntary payment of Fifty Thousand Dollars (\$50,000) upon the later of Final Site Plan approval or issuance of County building permits.

b. If Applicant does not submit an application for Final Site Plan approval and the required County building permits within thirty-six (36) months of SUP approval, but submits such applications within forty-eight (48) months of SUP approval, Applicant shall make an additional voluntary payment of One Hundred Thousand Dollars (\$100,000) upon the later of Final Site Plan approval or issuance of County building permits.

c. If Applicant does not submit an application for Final Site Plan approval and the required County building permits within forty-eight (48) months of SUP approval, Applicant shall make an additional voluntary payment of One Hundred Fifty Thousand Dollars (\$150,000) upon the later of Final Site Plan approval or issuance of County building permits.

3. County Building Permit Fees. The Applicant’s total payment for County building permit fees shall not exceed Fifty Thousand Dollars (\$50,000.00) for the Project.

4. Statutory Structure of Payments; Statement of Benefit. Applicant agrees that, by entering into this Agreement, pursuant to Chapter 22, Title 15.2, Article 7.3 of the Code, the Payments are authorized by statute, and Applicant acknowledges that it is bound by law to make the Payments in accordance with this Agreement. The Parties acknowledge that this Agreement is fair and mutually beneficial to both Parties. Applicant acknowledges that this Agreement provides for a reasonably predictable stream of future payments to the County in amounts fair to both Parties.

5. Use of Payments by the County. The Payments may be used for any lawful purpose.

Article III

Miscellaneous Terms

1. **Term; Termination.** This Agreement shall commence on the Effective Date and shall continue until completion of decommissioning of the Project in accordance with the decommissioning plan (“the Termination Date”). **Applicant shall have no obligation to make Payments after the Termination Date.** The Payment due for the year in which the Project or material part thereof is decommissioned shall be prorated as of the Termination Date.

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.** Applicant has no obligation to develop or construct the Project. It is understood that development of the Project by Applicant is contingent upon a number of factors including regulatory approvals, availability and cost of equipment and financing, and market demand for the Project’s energy. No election by Applicant to terminate, defer, suspend, or modify plans to develop the Project shall be deemed a default of Applicant under this Agreement.

4. **Successors and Assigns.** This Agreement shall be binding upon the successors or assigns of 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 (a “Transfer”), the Transfer agreement shall require this Agreement to be assumed by and be binding on the purchaser, transferee or assignee. Such Transfer, upon full execution of the Transfer agreement, shall relieve Applicant of all obligations and liabilities under this Agreement accruing from and after the date of such Transfer, and the purchaser or transferee shall become responsible under this Agreement. 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 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 Code § 15.2-2232.

6. **Right of First Refusal and Decommissioning Notice.** The County shall have a Right of First Refusal (“ROFR”) on the purchase of Project equipment owned by the Applicant at the time the Project is decommissioned. Pursuant to this ROFR, Applicant shall provide written notice to the County twelve (12) months prior to the anticipated date of commencement of decommissioning of the Project (“Decommissioning Notice”). The County shall respond in writing within twelve (12) months of the Decommissioning Notice with its intent to exercise its right of first refusal for the Project equipment owned by the Applicant.

7. **Memorandum of Agreement.** A memorandum of this Agreement, in a form substantially similar to that attached as **Exhibit C** hereto, shall be recorded in the land records of the Clerk's Office of the Circuit Court of Nelson County, Virginia. Such recordation shall be at Applicant's sole cost and expense and shall occur as soon as reasonably practicable after the Effective Date. If in Applicant's sole discretion, it chooses to not develop the Project, the County shall execute a release of the memorandum filed in the aforementioned Clerk's Office.

8. **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:

Candice W. McGarry
County Administrator
84 Courthouse Square
P.O. Box 336
Lovingson, Virginia 22949

With a copy to:

Phillip Payne, Esq.
County Attorney
402 Court Street, 2nd Floor
Post Office Box 299
Lovingson, Virginia 22949

If to the Applicant:

Wild Rose Solar Project, LLC
c/o Savion, LLC
422 Admiral Blvd
Kansas City, Missouri 64106

With a copy to:

Scott Foster, Esq.
Gentry Locke Attorneys
PO Box 780
Richmond, Virginia 23218

The County and 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 NELSON COUNTY, VIRGINIA, (B) CONSENT TO THE JURISDICTION OF SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING, AND (C) WAIVE ANY OBJECTION WHICH ANY OF THEM MAY HAVE TO THE LAYING OF VENUE FOR 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 County Board of Supervisors, is a public document, subject to production under the Virginia Freedom of Information Act (“FOIA”). The County understands and acknowledges 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. 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 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, 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. 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.

11. 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.

12. Construction. This Agreement was drafted with input by the County and the Applicant, and no presumption shall exist against any Party. The headings contained in this Agreement are for the convenience of the Parties and for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

13. Force Majeure. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor 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.

14. No 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.

15. Counterparts; Electronic Signatures. This Agreement may be executed 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]

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

WILD ROSE SOLAR PROJECT, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

NELSON COUNTY, VIRGINIA

By: _____
Name: J. David Parr
Title: Chairman, Board of Supervisors

By: _____
Name: Candice W. McGarry
Title: County Administrator

Approved as to form:

By: _____
County Attorney

EXHIBIT A
SPECIAL USE PERMIT

EXHIBIT A-1

TAX PARCELS

Nelson County Tax Map Parcels: UPDATE BASED ON NEW PARCEL DATA

EXHIBIT B

ILLUSTRATIVE SCHEDULE OF PAYMENTS

The following illustrative schedule of payments assumes an estimated Project nameplate capacity of 90 MWac, and all payments shall be adjusted proportionally if the nameplate capacity of the constructed Project differs from such estimate. **Exhibit B** lists payment amounts based on the following assumptions and calculations:

(A) **Revenue Share Equivalent.** The “Revenue Share Equivalent” is an annual payment amount determined by multiplying \$1,400 per MWac (the “Solar Revenue Share”) by an assumed nameplate capacity of 90 MWac.

(B) **Estimated M&T.** An estimate of the annual M&T Taxes (which will fluctuate in any given year, depending on the Project’s machinery and tools).

(C) **Supplemental Voluntary Payments.** In the years when the M&T Taxes are higher than the Revenue Share Equivalent, Applicant will pay only its annual M&T Taxes. In the years when the Revenue Share Equivalent is higher than the M&T Taxes, Applicant will pay its annual M&T Taxes plus a supplemental voluntary payment in order to provide the County a total annual payment that equates to the Revenue Share Equivalent, which shall be based on the Solar Revenue Share authorized under Special Session I in Chapters 49, 50 and 429, for the life of the Project, regardless of whether the County adopts a Solar Revenue Share Ordinance or not. The M&T Taxes shall be assessed pursuant to Chapters 35 and 36 of Title 58.1 of the Code of Virginia as applicable, and the County Ordinances in effect as of the date of this Agreement, for the life of the Project.

(D) **Additional Voluntary Payment(s).** Additional voluntary payments shall be made to the County as follows:

1. **Initial Payment:** One Hundred and Twelve Thousand Dollars (\$112,000) due within sixty (60) days of approval of this Agreement and approval of the SUP# _____.
2. **Final Site Plan Approval Payment:** One Million Dollars (\$1,000,000) due within sixty (60) days of the County’s approval of the Final Site Plan for the Project.
3. **Final Building Permit Payment:** One Million Dollars (\$1,000,000) due within sixty (60) days of the County’s issuance of all necessary building permits for the construction of the Project.
4. **Commercial Operation Payments:** Five Million Dollars (\$5,00,000.00) payable in installments as described below, commencing on the first anniversary of the Commercial Operation Date and continuing on each subsequent anniversary of the Commercial Operation Date thereafter for a period of seven (7) years:
 - a. **First Commercial Operation Payment:** Seven Hundred and Fifteen Thousand Dollars (\$715,000)
 - b. **Second Commercial Operation Payment:** Seven Hundred and Fifteen Thousand Dollars (\$715,000)

- c. **Third Commercial Operation Payment:** Seven Hundred and Fifteen Thousand Dollars (\$715,000)
- d. **Fourth Commercial Operation Payment:** Seven Hundred and Fifteen Thousand Dollars (\$715,000)
- e. **Fifth Commercial Operation Payment:** Seven Hundred and Fifteen Thousand Dollars (\$715,000)
- f. **Sixth Commercial Operation Payment:** Seven Hundred and Fifteen Thousand Dollars (\$715,000)
- g. **Seventh Commercial Operation Payment:** Seven Hundred and Ten Thousand Dollars (\$710,000).

YEAR	REVENUE SHARE EQUIVALENT (A)	ESTIMATED M&T (B)	ANNUAL PAYMENT (C) If A ≥ B, then C=A If B ≥ A, then C=B	<i>Supplemental payment amount</i> (If Revenue Share Equivalent is greater than Estimated M&T)	ADDITIONAL VOLUNTARY PAYMENT (D)	TOTAL REVENUE (C + D)
S.A. Approval					\$112,000	\$112,000
Final Site Plan Approval					\$1,000,000	\$1,000,000
Building Permit Issuance					\$1,000,000	\$1,000,000
1	\$ 138,600	\$139,283	\$139,283	\$0	\$715,000	\$ 854,283
2	\$ 138,600	\$139,283	\$139,283	\$0	\$715,000	\$ 854,283
3	\$ 138,600	\$139,283	\$139,283	\$0	\$715,000	\$ 854,283
4	\$ 138,600	\$139,283	\$139,283	\$0	\$715,000	\$ 854,283
5	\$ 152,460	\$139,283	\$139,283	\$0	\$715,000	\$ 854,283
6	\$ 152,460	\$205,924	\$205,924	\$0	\$715,000	\$ 920,924
7	\$ 152,460	\$205,924	\$205,924	\$0	\$710,000	\$ 915,924
8	\$ 152,460	\$205,924	\$205,924	\$0		\$ 205,924
9	\$ 152,460	\$205,215	\$205,215	\$0		\$ 205,215
10	\$ 167,706	\$201,737	\$201,737	\$0		\$ 201,737
11	\$ 167,706	\$264,071	\$264,071	\$0		\$ 264,071
12	\$ 167,706	\$258,885	\$258,885	\$0		\$ 258,885
13	\$ 167,706	\$253,394	\$253,394	\$0		\$ 253,394
14	\$ 167,706	\$247,536	\$247,536	\$0		\$ 247,536
15	\$ 184,477	\$241,343	\$241,343	\$0		\$ 241,343
16	\$ 184,477	\$234,784	\$234,784	\$0		\$ 234,784
17	\$ 184,477	\$227,828	\$227,828	\$0		\$ 227,828
18	\$ 184,477	\$220,476	\$220,476	\$0		\$ 220,476
19	\$ 184,477	\$212,636	\$212,636	\$0		\$ 212,636
20	\$ 202,924	\$204,368	\$202,924	\$0		\$ 202,924
21	\$ 202,924	\$195,582	\$202,924	\$7,342		\$ 202,924
22	\$ 202,924	\$186,277	\$202,924	\$16,647		\$ 202,924
23	\$ 202,924	\$176,424	\$202,924	\$26,500		\$ 202,924
24	\$ 202,924	\$165,960	\$202,924	\$36,964		\$ 202,924
25	\$ 223,217	\$154,885	\$223,217	\$68,332		\$ 223,217
26	\$ 223,217	\$143,110	\$223,217	\$80,107		\$ 223,217
27	\$ 223,217	\$130,663	\$223,217	\$92,554		\$ 223,217
28	\$ 223,217	\$117,453	\$223,217	\$105,764		\$ 223,217
29	\$ 223,217	\$103,481	\$223,217	\$119,736		\$ 223,217
30	\$ 245,538	\$88,624	\$245,538	\$156,914		\$ 245,538
31	\$ 245,538	\$72,912	\$245,538	\$172,626		\$ 245,538
32	\$ 245,538	\$56,255	\$245,538	\$189,283		\$ 245,538

33	\$ 245,538	\$38,592	\$245,538	\$206,946		\$ 245,538
34	\$ 245,538	\$30,507	\$245,538	\$215,031		\$ 245,538
35	\$ 270,092	\$30,507	\$270,092	\$239,585		\$ 270,092
36	\$ 270,092	\$30,507	\$270,092	\$239,585		\$ 270,092
37	\$ 270,092	\$30,507	\$270,092	\$239,585		\$ 270,092
38	\$ 270,092	\$30,507	\$270,092	\$239,585		\$ 270,092
39	\$ 270,092	\$30,507	\$270,092	\$239,585		\$ 270,092
40	\$ 297,101	\$30,507	\$297,101	\$266,594		\$ 297,101
TOTAL			\$8,888,048		\$7,112,000	\$16,000,048

EXHIBIT C

FORM OF MEMORANDUM

Full exhibit follows

PREPARED BY AND RETURN TO:

Wild Rose Solar Project, LLC
c/o Savion, LLC
422 Admiral Blvd
Kansas City, Missouri 64106

County Tax Map ID Nos.: [UPDATE]

[NOTE TO CLERK: NELSON 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 _____, is made by and between **Nelson County, Virginia**, a political subdivision of the Commonwealth of Virginia (the “County”) and **Wild Rose Solar Project, LLC**, a Delaware limited liability company (“Company”), with regard to the following:

1. Siting Agreement. The County and Company are parties to that Solar Facility Siting Agreement, dated _____ (the “Siting Agreement”), which describes the intent of Company to develop, install, build, and operate a solar facility (“Project”) on that certain parcel of land identified as County Tax Map Parcels [UPDATE] (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 the County on _____.
3. Substantially in Accord. The Siting Agreement states, *inter alia*, that, pursuant to Virginia Code § 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 County Comprehensive Plan under Virginia Code § 15.2-2232.
4. Obligations. The Siting Agreement sets forth, *inter alia*, certain obligations of Company to comply with the Special 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 Company executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Siting Agreement and the County’s and Company’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.

WITNESS the following signature and seal:

NELSON COUNTY, VIRGINIA:

Name: Candice W. McGarry
Title: County Administrator

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

The foregoing Memorandum was acknowledged before me this _____, _____
2024, by Candice W. McGarry, County Administrator of Nelson County, Virginia.

Notary Public

My Commission expires:

WITNESS the following signature and seal:

NELSON COUNTY, VIRGINIA:

Name: J. David Parr
Title: Chairman, Board of Supervisors

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

The foregoing Memorandum was acknowledged before me this _____, _____
2024, by J. David Parr, Chairman of the Board of Supervisors of Nelson County, Virginia.

Notary Public

My Commission expires:

WITNESS the following signature and seal:

