

## **SOLAR FACILITY SITING AGREEMENT**

This Solar Facility Siting Agreement (“Agreement”), dated as of \_\_\_\_\_, 2022 (the “Effective Date”), is by and between NORTHUMBERLAND COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the “County”) and COMMUNITY POWER GROUP, LLC, a Delaware limited liability company (“CPG”) authorized to do business in the Commonwealth of Virginia. The County and CPG, including any authorized agents or representatives of County and CPG, are each a “Party” and collectively, the “Parties”.

### **RECITALS**

WHEREAS, CPG intends to develop, install, build, operate, maintain, and decommission a ground-mounted solar photovoltaic electric generating facility (“Project”) on certain parcel(s) of land identified as Northumberland County Tax Map Parcels 37-(1)-195 and 195-A (collectively the “Property”);

WHEREAS, pursuant to Virginia Code § 58.1-3660, certified pollution control equipment and facilities (including the solar photovoltaic (electric energy) facilities associated with the Project) shall be exempt from state and local taxation pursuant to Article X, Section 6 (d) of the Constitution of Virginia (“Machinery and Tool Tax Exemption”). In accordance with Virginia Code § 58.1-3660(F), the Machinery and Tool Tax Exemption applies to certain solar photovoltaic projects on a step-down basis as follows: 80 percent of the assessed value in the first five years in service after commencement of commercial operation, 70 percent of the assessed value in the second five years in service, and 60 percent of the assessed value for all remaining years in service (“Step-Down Abatement”).

WHEREAS, pursuant to Virginia Code § 58.1-2636, the County has the option to adopt an ordinance (“Solar Revenue Share Ordinance”) assessing a revenue share of up to \$1,400.00 per megawatt per year, as measured in alternating current (AC) generation capacity of the nameplate capacity of the Solar Facility (“Solar Revenue Share”), subject to an escalation of ten (10) percent every five (5) years beginning on July 1, 2024.

WHEREAS, if the County adopts a Solar Revenue Share Ordinance pursuant to Virginia Code § 58.1-3660, the solar photovoltaic (electric energy) facilities associated with the Project shall be considered “certified pollution control equipment” and be exempt from all (100%) state and local taxation pursuant to Article X, Section 6 (d) of the Constitution of Virginia (the “Tax Exemption”);

WHEREAS, pursuant to the County’s adoption of the Solar Revenue Share Ordinance and the Tax Exemption or the use of the Machinery and Tool Tax Exemption, the Parties have agreed that the County will receive substantial tax revenue over the life of the Project and the payments and financial terms contained herein.

WHEREAS, pursuant to Chapter 22, Title 15.2, Article 7.3 of the Code of Virginia titled “Siting of Solar Energy Facilities”, CPG and the County may enter into a siting agreement for solar generating facilities;

WHEREAS, after negotiation between the County and CPG, the Parties desire to enter into this Agreement to offset certain potential economic impacts of the Project and provide financial compensation to the County to provide community benefits that address capital needs set out in the County’s capital improvement plan, current fiscal budget, or fiscal fund balance policy.

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

NOW, THEREFORE, pursuant to the Chapter 22, Title 15.2, Article 7.3 of the Code of Virginia, 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 CPG do hereby agree as follows:

## ARTICLE I

### Permits and Approvals

1. Comprehensive Land Use Plan. The County acknowledges that the general location, character, and extent of the Project, as further described on the plat attached as **Exhibit A** of this Agreement, promotes the County’s economic and social goals and policies, as stated in the County’s Comprehensive Land Use Plan. Upon approval of this Agreement by the County’s Board of Supervisors, the Project shall be deemed to be substantially in accord with the County’s Comprehensive Land Use Plan and satisfy the requirements of Va. Code § 15.2-2232. The Comprehensive Land Use Plan approval under this Paragraph shall survive any termination or invalidation of this Agreement.

2. Conditions. CPG has applied to the County for a conditional use permit (“Conditional Use Permit”), in accordance with the Northumberland Zoning Ordinance, for the Project that sets forth the terms and conditions upon which the Project may be constructed, operated, and decommissioned, which conditions are incorporated and made a part of this Agreement as if fully set forth herein. The County shall not require CPG to make any cash proffers as a condition to the Conditional Use Permit and acknowledges that the Payment (as defined below) is beneficial to the County and satisfies any public need that might otherwise be addressed by a cash proffer.

3. Approved Plans. All applicable federal, state, and local permits shall be obtained and filed with the Northumberland County Planning Department prior to receipt of a building permit and commencing operations.

4. Cooperation. As part of the consideration for this Agreement, the County will cooperate fully with CPG's efforts to obtain licenses, approvals, and permits as required by federal, state, and local laws, regulations, and ordinances authorizing the Project construction and/or operation, including, but not limited to, the performance of infrastructure studies, traffic studies, environmental studies, and the collection and analysis of other information necessary for those licenses, approvals, and permits, which requirement is deemed fully satisfied by virtue of execution of this Agreement by the County. The County will make available to CPG upon request access to all records and data in its possession or control pertaining to the Project. The County will use its best efforts to support and cooperate with CPG's efforts to obtain necessary licenses, approvals, and permits, including any necessary amendments thereto, for the Project construction, and for the Project's operation, and will process expeditiously requests for permits and other approvals required by County ordinances. The County will take no action intended to frustrate or prevent CPG from receiving and maintaining any license, approval, or permit that is consistent with the applicable ordinances and zoning, including any conditional use permit; provided, however, nothing herein shall be construed to require the Board of Supervisors to exercise any legislative function in favor of CPG.

## ARTICLE II

### Payment Structure

1. Payment. CPG will make payments to the County as set forth in **Exhibit B**, (each a "Payment" and collectively, the "Payments"). The Payments are based on an upfront payment of \$11,450 / MW in Year 1, \$687 / MW in Years 2 – 23, and \$611 / MW in Years 24-30. The Payments shall begin no later than six (6 months) following the date on which the Project commences commercial operation ("Commercial Operation Date") on a prorated basis for that year. The regular Payments shall be due and payable on or before December 1st each year thereafter until the "Termination Date" as described in Article V. The Payments shall be made to the County in any year in one lump sum payment during the term of this Agreement. The County acknowledges that the Project will remain subject to these payment terms and will not be subject to any subsequent or modified tax or assessment regime except by mutual agreement between Applicant and The County. For purposes of this Agreement, (i) "Commercial Operation" shall mean the Project is generating electric energy on a commercial basis and is receiving payment from the consuming entity in exchange for such energy production; and (ii) "Commercial Operation Date" shall mean the date on which the Project obtains Commercial Operation. The Parties acknowledge that CPG's obligation to make the Payment shall be conditioned upon the Project beginning Commercial Operation. Any test energy or other energy produced prior to the Commercial Operation Date shall not trigger payment under this Paragraph. The Payment is separate and distinct from any federal, state, and local taxes owed and from any monies owed pursuant to any Solar Revenue Share Ordinance the County may adopt pursuant to Virginia Code §§ 58.1-2636 and 58.1-3660.

2. Statutory Structure of Payment; Statement of Benefit. CPG agrees that by entering into this Agreement, pursuant to Virginia Code § 15.2-2316.7, the Payment is authorized by statute and that it acknowledges it is bound by law to make the Payment in accordance with this Agreement. The Parties acknowledge that this Agreement is fair and mutually beneficial to them both. CPG acknowledges that this Agreement is beneficial to CPG in allowing it to proceed with the installation of the Project with clear project design terms, which provide for various offsets to certain potential economic impacts of the Project.

3. Use of Payment by the County. The County may use the Payment for any purpose permitted by law, including, without limitation, each expressly permitted by Virginia Code § 15.2-2316.7: (a) to fund the capital improvement plan of the County (b) to meet needs of the current fiscal budget of the County, (c) supplement or establish any fund for which the County maintains a fiscal balance policy; or (d) support broadband funding.

### **ARTICLE III**

1. Solar Revenue Share. In anticipation of the County adopting a Solar Revenue Share Ordinance, the parties agree that CPG shall pay the County a Solar Revenue Share subject to the Tax Exemption until the Termination Date (as defined below) in accordance with the terms and conditions of this Agreement and the Solar Revenue Share Ordinance. If the County does not adopt a Solar Revenue Share Ordinance, the County agrees that the Project qualifies for and shall receive the Machinery and Tool Tax Exemption and the Step-Down Abatement.

### **ARTICLE IV**

#### **Default**

1. Material Breach. In the event of a Material Breach of this Agreement, the non-breaching Party shall provide written notice to the breaching Party within thirty (30) days of the alleged breach and the breaching Party shall cure the alleged breach within ninety (90) days from receiving notice thereof. A “Material Breach” shall mean a failure to comply with any provision of this Agreement, including payment of any amount owed hereunder. CPG’s 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 by CPG within ninety (90) days of CPG receiving the warning letter, notice of violation, or action plan.

2. Third Party Cure. Any third party, including without limitation, an assignee, prospective buyer of the Project, or lender, may cure a Material Breach of this Agreement on behalf of the breaching Party and the non-breaching Party agrees that such third-party cure shall satisfy any cure obligations of the breaching Party under this Agreement.

3. Cost of Cure. In the event of a default under this Agreement, if a Party has not cured, as described by this Agreement, 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, without limitation, 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.

## ARTICLE V

### Miscellaneous Terms

1. Term; Termination. This Agreement shall commence on the Effective Date and shall continue until the Termination Date. For purposes of this Agreement, "Termination Date" shall mean the earlier of (i) CPG's commencement of the decommissioning of all or a material portion of the Project, (ii) cessation of Commercial Operation of a period of longer than six (6) months at any point after commencing Commercial Operation, except as provided herein, or (iii) thirty (30) years after the Commercial Operation Date. The termination of this Agreement shall not limit CPG'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.

2. Mutual Covenants. CPG covenants to the County that it will pay the County the amount 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. So long as CPG is not in breach of this Agreement during its term, the County covenants to CPG 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. CPG has no obligation to develop the Project and this Agreement is expressly contingent upon the project commencing Commercial Operation. It is understood that development of the Project by CPG is contingent upon a number of factors including, but not limited to, regulatory approvals, availability and cost of equipment and financing, and demand for renewable energy and renewable energy credits. No election by CPG to terminate, defer, suspend or modify plans to develop the Project shall be deemed a default of CPG under this Agreement.

4. Costs. The County and CPG shall bear its own costs with respect to the negotiation, execution, and implementation of this Agreement, including, without limitation, the cost of any consultants and other experts in matters pertaining to the Project and this Agreement.

5. Successors and Assigns. This Agreement will be binding upon the successors and assigns of CPG, and the obligations created hereunder shall be covenants running with the Property upon which the Project is developed. If CPG sells, transfers, leases or assigns all or substantially all of its interest in the Project or the ownership of CPG, this Agreement will automatically be assumed by and be binding on the purchaser, transferee or assignee. Upon such assumption, the sale, transfer, lease or assignment shall relieve CPG of all obligations and liabilities under this Agreement accruing from and after the date of sale or transfer, and the purchaser or transferee shall automatically become responsible under this Agreement. CPG shall execute such documentation as reasonably requested by the County to memorialize the assignment and assumption by the purchaser or transferee.

6. Memorandum of Agreement. A memorandum of this Agreement, in a form acceptable to the County Attorney and substantially similar to that attached as **Exhibit C** hereto, may be recorded in the land records of the Northumberland County Clerk's Office of the Circuit Court in which the Project is located. Such recordation shall be at CPG's sole cost and expense and shall occur as soon as reasonably practicable after the full execution of this Agreement. If CPG chooses in its sole discretion to not develop the Project, the County shall execute a release

of the memorandum filed in the aforementioned 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 County:

Northumberland County, Virginia  
P.O. Box 129  
72 Monument Place  
Heathsville, VA 22473  
Attn: County Attorney

If to Community Power Group:

Community Power Group, LLC  
5636 Connecticut Avenue #42729  
Washington, DC 20015  
Attention: Michael Borkowski

The County and CPG, 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 NORTHUMBERLAND 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 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 Northumberland County Board of Supervisors, is a public document, subject to production under the Freedom of Information Act (FOIA). The County understands and acknowledges CPG, and as applicable, their 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 information, including, but not limited to, disclosures

of technical, financial or other information concerning CPG 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 of this Agreement, certain Confidential Information may be shared with the County by CPG. 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 or proprietary information to any person, firm, governmental body or agency, or any other entity unless the request for Confidential Information is made under a provision of Local, State or Federal law. Upon receipt of such request but before transmitting any documents or information which may contain Confidential Information, the County will contact CPG to review the request for information and associated documents to determine if any Confidential Information is at risk of disclosure. If Confidential Information exists, CPG 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 CPG.

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. Recitals. All recitals set forth herein are contractual in nature, not merely recitals of fact and are incorporated herein by reference as if fully set forth word for word.

12. Entire Agreement. This Agreement and any schedules or exhibits attached hereto 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.

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

14. Force Majeure. In the event a party's performance hereunder is delayed by Force Majeure (as defined below), then the applicable deadline for the party's performance shall be extended upon a day for day basis for a period equal to the period during which the party was reasonably unable to perform due to Force Majeure. The term "Force Majeure" means (a) strikes, lockouts, labor disputes, disputes arising from a failure to enter into a union or collective bargaining agreement, inability to procure materials attributable to market-wide shortages,

failure of utilities, labor shortages or explosions; (b) acts of God, tornadoes, hurricanes, floods, sinkholes, fires and other casualties, landslides, earthquakes, epidemics, quarantine, pestilence, pandemics and/or abnormal inclement weather; (c) acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrections, riots, civil disturbances, or national or international calamities; (d) concealed and unknown conditions of an unusual nature that are encountered below ground or in an existing structure; (e) any temporary restraining order, preliminary injunction or permanent injunction, or mandamus or similar order, or any litigation or administrative delay which impedes the ability of CPG to complete any development phase of the Project, unless based in whole or in part on the actions or failure to act of CPG; (f) the failure by, or unreasonable delay of, the City or Commonwealth or other Governmental Authority to issue any permits or approvals necessary for CPG to develop, construct, open or operate any development phase of the Project unless such failure or delay is based materially in whole or in part on the actions or failure to act of CPG, or its agents and contractors; (g) any impacts to major modes of transportation to the Property, whether private or public, which adversely and materially impact access to the Property, including but not limited to, sustained and material closure of airports or sustained and material closure of highways servicing the Property; and (h) events that create an impossibility of performance or frustration of purpose or any other event sufficient to constitute an excuse to performance of a contract under the laws of the Commonwealth of Virginia.

15. 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.

16. 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 but one and the same instrument. A signed copy of this Agreement delivered by facsimile, 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.

[SIGNATURES ON THE FOLLOWING PAGE]



SOLAR FACILITY SITING AGREEMENT  
[Signature Page]

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

**COMMUNITY POWER GROUP, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NORTHUMBERLAND COUNTY, VIRGINIA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairman, Board of Supervisors

Approved as to form:

By: \_\_\_\_\_  
County Attorney

**EXHIBIT A**  
Conditional Use Application – Site Plan  
*Full exhibit follows*







**EXHIBIT B**

The Payments (Based on 5 MWac facility)

|              |      | Siting Agreement | Revenue Sharing | Total             |
|--------------|------|------------------|-----------------|-------------------|
| Year 1       | 2023 | \$57,250         | \$7,000         | \$ 64,250         |
| Year 2       | 2024 | \$3,435          | \$7,000         | \$ 10,435         |
| Year 3       | 2025 | \$3,435          | \$7,000         | \$ 10,435         |
| Year 4       | 2026 | \$3,435          | \$7,700         | \$ 11,135         |
| Year 5       | 2027 | \$3,435          | \$7,700         | \$ 11,135         |
| Year 6       | 2028 | \$3,435          | \$7,700         | \$ 11,135         |
| Year 7       | 2029 | \$3,435          | \$7,700         | \$ 11,135         |
| Year 8       | 2030 | \$3,435          | \$7,700         | \$ 11,135         |
| Year 9       | 2031 | \$3,435          | \$8,470         | \$ 11,905         |
| Year 10      | 2032 | \$3,435          | \$8,470         | \$ 11,905         |
| Year 11      | 2033 | \$3,435          | \$8,470         | \$ 11,905         |
| Year 12      | 2034 | \$3,435          | \$8,470         | \$ 11,905         |
| Year 13      | 2035 | \$3,435          | \$8,470         | \$ 11,905         |
| Year 14      | 2036 | \$3,435          | \$9,315         | \$ 12,750         |
| Year 15      | 2037 | \$3,435          | \$9,315         | \$ 12,750         |
| Year 16      | 2038 | \$3,435          | \$9,315         | \$ 12,750         |
| Year 17      | 2039 | \$3,435          | \$9,315         | \$ 12,750         |
| Year 18      | 2040 | \$3,435          | \$9,315         | \$ 12,750         |
| Year 19      | 2041 | \$3,435          | \$10,250        | \$ 13,685         |
| Year 20      | 2042 | \$3,435          | \$10,250        | \$ 13,685         |
| Year 21      | 2043 | \$3,435          | \$10,250        | \$ 13,685         |
| Year 22      | 2044 | \$3,435          | \$10,250        | \$ 13,685         |
| Year 23      | 2045 | \$3,435          | \$10,250        | \$ 13,685         |
| Year 24      | 2046 | \$3,055          | \$11,275        | \$ 14,330         |
| Year 25      | 2047 | \$3,055          | \$11,275        | \$ 14,330         |
| Year 26      | 2048 | \$3,055          | \$11,275        | \$ 14,330         |
| Year 27      | 2049 | \$3,055          | \$11,275        | \$ 14,330         |
| Year 28      | 2050 | \$3,055          | \$11,275        | \$ 14,330         |
| Year 29      | 2051 | \$3,055          | \$12,400        | \$ 15,455         |
| Year 30      | 2052 | \$3,055          | \$12,400        | \$ 15,455         |
| Year 31      | 2053 |                  | \$12,400        | \$ 12,400         |
| Year 32      | 2054 |                  | \$12,400        | \$ 12,400         |
| Year 33      | 2055 |                  | \$12,400        | \$ 12,400         |
| Year 34      | 2056 |                  | \$13,640        | \$ 13,640         |
| Year 35      | 2057 |                  | \$13,640        | \$ 13,640         |
| Year 36      | 2058 |                  | \$13,640        | \$ 13,640         |
| Year 37      | 2059 |                  | \$13,640        | \$ 13,640         |
| Year 38      | 2060 |                  | \$13,640        | \$ 13,640         |
| Year 39      | 2061 |                  | \$15,005        | \$ 15,005         |
| Year 40      | 2062 |                  | \$15,005        | \$ 15,005         |
| <b>Total</b> |      |                  |                 | <b>\$ 570,465</b> |

**EXHIBIT C**  
Form of Memorandum  
*Full exhibit follows*

**PREPARED BY AND RETURN TO:**  
Community Power Group, LLC  
5636 Connecticut Avenue NW #42729  
Washington, DC 20015

**Northumberland County Tax Map ID No. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_**

**[NOTE TO CLERK: NORTHUMBERLAND 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 \_\_\_\_\_, 2022, is made by and between **Northumberland County, Virginia**, a political subdivision of the Commonwealth of Virginia (the “County”) and **Community Power Group, LLC**, a Delaware limited liability company (“CPG”), with regard to the following:

1. Siting Agreement. The County and CPG are parties to that Solar Facility Siting Agreement, dated \_\_\_\_\_, 2022 (the “Siting Agreement”), which describes the intent of CPG to develop, install, build, operate, maintain and decommission a solar facility (“Project”) on that certain parcel of land identified as Northumberland County Tax Map Parcels 37-(1)-195 and 195-A (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 \_\_\_\_\_, 2022].
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 Northumberland County Comprehensive Plan under Virginia Code Ann. § 15.2-2232.
4. Obligations. The Siting Agreement sets forth, *inter alia*, certain obligations of CPG 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 CPG executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Siting Agreement and the County’s and CPG’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:

**NORTHUMBERLAND COUNTY, VIRGINIA:**

\_\_\_\_\_  
Name:

Title: Chairman, Board of Supervisors

COMMONWEALTH OF VIRGINIA,  
COUNTY OF \_\_\_\_\_, to-wit;

The foregoing Memorandum was acknowledged before me this \_\_\_day of \_\_\_\_\_, 2022, by \_\_\_\_\_, Chairman of the Board of Supervisors of Northumberland County, Virginia.

\_\_\_\_\_  
Notary Public

My Commission expires:

WITNESS the following signature and seal:

**COMMUNITY POWER GROUP, LLC**  
A Delaware limited liability company

\_\_\_\_\_  
Name:  
Title:

COMMONWEALTH OF VIRGINIA,  
COUNTY OF \_\_\_\_\_, to-wit;

Before me, a notary public in and for the jurisdiction aforesaid, this \_\_\_\_ day of \_\_\_\_\_ 2022, appeared \_\_\_\_\_, who acknowledged that they executed the foregoing instrument in their capacity as \_\_\_\_\_ of Community Power Group, LLC, a Delaware limited liability company, on behalf of said corporation.

\_\_\_\_\_  
Notary Public

My Commission expires: