PRINCE EDWARD 2 SOLAR PROJECT – SPECIAL USE PERMIT SUMMARY

3.8 MW AC
SHARED SOLAR GARDEN

Prepared for: Prince Edward County, Virginia - Department of Planning and Community Development
111 N. South Street,
Farmville, VA 23901

Applicant Details:

Applicant:	Prince Edward Solar 2 LLC
Applicant Address:	2530 Riva Road, Annapolis, MD 21401
Applicant Parent Company:	New Energy Equity, LLC
Agreement Type:	Land Lease located on Private Land
Permitting Point of Contact:	Grif Jones
Phone Number / Email:	717-743-0313 gjones@newenergyequity.com
Real Property Owner(s):	Andrew and Christy Elder
Parcel ID(s) (PID):	043 A 36B

A - PROJECT NARRATIVE

Prince Edward Solar 2 LLC, a subsidiary of New Energy Equity, LLC, ("Applicant") has prepared this Project Summary for the proposed development, installation, and operation of a 3.8 MW AC shared solar photovoltaic facility, including the proposed construction and operation of a permanent access road on parcel PID: 043 A 36B (the "Solar Facility") for the purpose of obtaining a Special Use Permit from the Prince Edward County Board of Supervisors. Given the size of the proposed facility, it will be classed as a Utility Scale Energy Facility per the Prince Edward County Code. This will be a Shared Energy Facility also known as a Community Solar Garden.

The project (also known as the Elder project) will be constructed in the eastern portion of the parcel

away from roads and residences and will be largely surrounded by existing trees. The project will be a 3.8 MW AC Shared Solar Garden and the total area for permitting will be approximtely 18.5 acres out of a total of 75.15 total parcel acres. The project will be configured as a solar tracking array and will include approximately 8,450 solar modules. The parcel is owned by Andrew and Christy Elder who have entered into an Option for Land Lease with the applicant. Memorandum of Option for Land Lease and Easements is attached as Exhibit A. Access to the project will be mostly through existing on-site access roads coming off a local road rather than a state road.

The site was selected due to its physical characteristics, proximity to existing electrical infrastructure and distribution lines, zoning and permitting requirements, and landowner participation. The Solar Facility's final design will follow all regulatory, technical, and environmental guidance, requests, rules and requirements of the Utility, County, Involved Agencies, as well as following National Electrical Safety Code, the U.S. Department of Labor and Occupational Safety and Health Standards for the safety and protection of landowners, general public, and property.

Environmental Considerations: The project will not impact any known wetlands, streams or mapped floodplains. The only species noted on the US Fish and Wildlife database is the Monarch Butterfly which is currently only a proposed Threatened Species and not yet listed as protected. No environmental resources will be impacted by the project.

Prince Edward County Code: In order to simplify review of the application and demonstrate compliance with the code, relevant headings of Sec. 7-108 are listed below together with responses addressing those sections of the code.

Signage

Required signage will be placed at key locations on the outside of the project fence. Signage will consist of anything required by federal and local agencies as well suitable warning signs containing identification of operator and emergency contact numbers. There will be no other signs or advertising associated with the project.

Noise

The only noise typically associated with a solar farm is generated by the power inverters which convert DC power to AC power during daylight hours. The Sunny Highpower Peak 3 Inverters proposed for this project have an audible noise emission at full power of less than 69 dB(A) at one meter. Given that inverters are placed in the interior of a solar array rather than on the perimeter, expected noise levels are less than 40 dB(A) at the parcel boundary which is approximately equivalent to noise levels in a library. There is no noise generated at night. See Exhibit A Sheet E1 for equipment details.

Setbacks

Project fence line will be approximately 1,400 feet back from the ROW of Route 47 and there will be a minimum 20' vegetated buffer included in the 50' setback between the fence and any property line. All setbacks noted in the code will be met by the project. See Exhibit A Sheet PV2B.

Fencing

The entire solar farm will be surrounded by 8' high fencing with a self-locking gate per National Electric

Code. See Exhibit A Sheet PV9 for more details of fencing.

Height

Maximum height of panels at full tilt is generally between 8 and 12 feet, well below the 20 foot requirement noted in the ordinance.

Lighting

Lighting will be limited to what is needed to ensure security together with any lighting required by local or state laws.

Density and Location

While New Energy Equity is aware of the language in the Comprehensive Plan regarding preferences for proximity to another utility scale energy facility, the applicant believes the project successfully minimizes impacts associated with proximity.
There is an existing project under construction on the parcel immediately adjacent to the proposed project. Projects will share access road and connection to electric transmission line in an effort to minimize impacts. The combined size and impacts associated with the two projects is much less than a typical utility scale solar energy facility.

Entry and Inspection

Designated county officials will be allowed access to the property for inspection purposes subject to operator's safety requirements and protocols.

The project will comply fully with the Uniform Statewide Building Code, the National Electric Code and the regulations governing electric energy supply.

FAA regulations

Per Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) tool, the project does not exceed FAA Notice Criteria and is not required to file notice with the FAA..

B – Site Plan

A complete Plan Set is attached as Exhibit A. This Plan Set shows existing conditions, proposed future site conditions, setbacks and improvements. Also included are details of equipment proposed for the solar facility.

C - Right to use property

New Energy Equity LLC has in place an executed Option for Land Lease and Easements. attached as Exhibit B. Note that the agreement is in the name of IPS Development Virginia LLC, a subsidiary of New Energy Equity LLC. The Special Use Permit application form also contains consent to act on behalf of the owners of the property.

D - Decommissioning

A Decommissioning Plan is attached as Exhibit C. This details procedures and costs associated with removing the solar farm at the end of its useful life or when it has ceased operating for 12 months.

E - Liability Insurance

Applicant or its successor will provide a certificate of insurance meeting the following requirements:

- Insurance provider must be rated B+ or better by "Best."
- Limits of $2,000,000 for each occurrence.
- Coverage against claims for damages resulting from bodily injury, wrongful death, and property damage arising out of the Interconnection Customer's ownership and/or operating of the Generation System under the interconnection agreement.
- Contain a severability of interest clause of cross-liability insurance.

F - Landscaping and screening

The project site is largely surrounded by trees at present and a buffer of trees will remain around the proposed solar array to limit any possible visual impacts. Where natural tree screening is not sufficient, the applicant proposes to plant Arborvitae Green Giant or other native Virginia tree species, two rows 6' to 8' apart, staggered plantings 5-6' tall in areas deemed necessary. See Exhibit A Sheet PV 6 for more planting details. All solar panels to be installed are built with anti-reflective materials. In addition, a Forgesolar glare analysis has been carried out and indicates no glare issues associated with the project. The Glare analysis is attached as Exhibit D.

Pollinator Habitats

A specially developed seed mix for solar farms will be used to enhance pollinator habitat within the vegetative buffer which will be a minimum of 20' wide. While the applicant is happy to work with Prince Edward County on selecting a suitable seed mix, a suggested mix at this time would be ERNMX- 146 Fuzz & Buzz Seed Mix from Ernst Seeds. This provides a good balance of stabilization and pollination and will also support sheep grazing if needed.

G - Erosion and Sediment Control Plan – An erosion and sediment control plan will be prepared and submitted to the county for approval prior to any earth disturbance associated with the project.

H - Stormwater Management Plan – A stormwater management plan will be prepared and submitted to the county for approval prior to any earth disturbance associated with the project.

I – Cultural Resources – Per attached Exhibit E, the VCRIS database search is not showing any cultural resources in proximity to the proposed project. There are also no National Historic Register sites on or in proximity to the proposed project.

L - Community meeting: per the Prince Edward County Code of Ordinances, a community meeting was held at the Pamplin Fire Hall at 7 pm on September 22, 2025. All of the adjoining landowners were informed by mail and the meeting was advertised in the Farmville Herald on September 12, 2025.

The only people to attend the meeting were the landowner (Andrew Elder), one neighbor (Frances Reeve) and Matt & Carla Webb from Charlotte County. There were no objections to the proposed project and the main reason for attending was to find out a little more. A follow up phone call was received two days later from another neighbor, Craig Mohr, who requested a proposed site plan. This was provided the same day.

See attached Exhibit F for details of the Community meeting.

Additional Exhibits

The following items have been provided to assist with evaluating the project and benefits it will bring to Prince Edward County.

- A draft Solar Siting Agreement (Exhibit G)
- A Construction Sequence and Erosion Control narrative (Exhibit H)
- A table showing how the proposed project aligns with the Prince Edward County Comprehensive Plan (Exhibit I)

The project will comply with all applicable local, state and federal laws, rules, regulations, permit requirements and ordinances.

List of Exhibits

A. Plan Set
B. Memorandum of Option
C. Decommissioning Plan
D. Glare Study
E. Cultural Resources
F. Community Meeting details
G. Draft Solar Siting Agreement
H. Construction Sequence and Erosion Control

I. Comprehensive Plan Review

COMMENTS: _____

PERMIT/APPLICATION NO _____
ZONING DISTRICT _____
MAGISTERIAL DISTRICT _____
DATE SUBMITTED _____

County of Prince Edward

PLEASE PRINT OR TYPE

PRINCE EDWARD COUNTY APPLICATION FOR SPECIAL USE PERMIT

TO: PRINCE EDWARD COUNTY PLANNING COMMISSION SPECIAL EXCEPTION REQUESTED:
VIA: ZONING ADMINISTRATOR
The undersigned owner of the following described property hereby applies for a Special Use permit as provided in Section 5-124 of Article V, Site Plan requirements are found in Section 4-100 of Article IV Development Standards of the Zoning Ordinance of Prince Edward County, Virginia.

Applicant's Name: Grif Jones / Prince Edward Solar 2 LLC
Applicant's Address: 2530 Riva Road, Annapolis, MD 21401
Applicant's Telephone Number: (717) 743-0313

Present Land Use: Grazing

Legal Description of Property with Deed Book and Page No. or Instrument No. 180001748

47 Llama Road, Pamplin VA 23958

Tax Map # 043 A 36B Acreage : 77.53

Narrative statement evaluating effects on adjoining properties (noise, odor, dust, fumes, etc.): There will be some increase in traffic during construction. The amount of traffic during operation will be less than what is normally associated with a residence. Solar facilities do not emit odors or fumes, the ground surface is grassed so no dust, and operational noise is very limited – approximately the same level as household appliance when measured at the property boundary. There is no noise associated with the facility at night. See Project Summary for more information.

Statement of general compatibility with adjacent and other properties in the zoning district. The project is located at the rear of a larger farm parcel and not near any densely residential areas. There are a couple of rural residential properties to the south of the project with existing tree screening in between. The remainder of the project area is surrounded by forest and farmland. Visibility from any roads or residential areas is very limited and there should be no negative impacts to local viewsheds or aesthetics. See Project Summary for more information.

Height of Principal Building (s): Feet 10 Stories N/A

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

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

Signature of A ner) 10/6/2025
Date

PROPERTY OWNER(S) STATEMENT:

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

Signature of Property Owner(s) 10/4/2025
Date

Signature of Property Owner(s) 10-04-25
Date

Signature of Property Owner(s)
Date

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

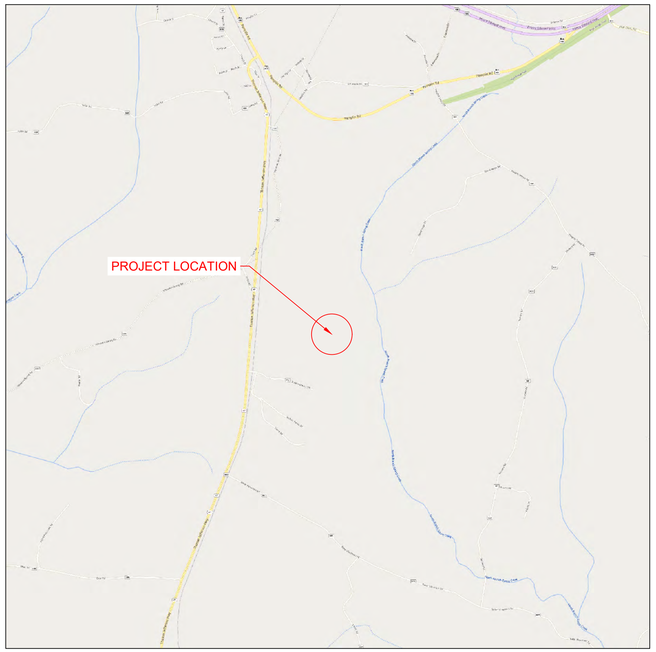
Application Fee $300.00 Fee Received by _____ Date _____

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

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

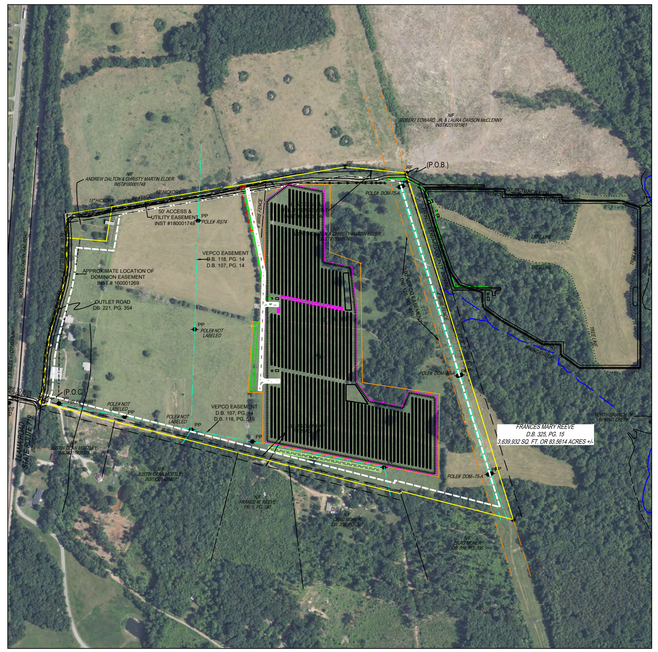
Mail to: Department of Planning & Community Development
P. O. Box 382
Farmville, VA 23901
(434) 392-8837

ELDER CSG



1 ARRAY LOCATION

Scale: 1" = 2000'



2 OVERHEAD MAP

Scale: 1" = 400'

SHEET INDEX

SHEET #	DESCRIPTION	REVISION #	REVISION DATE
T1	TITLE SHEET	1	9/30/2025
PV1	EXISTING CONDITIONS	1	9/30/2025
PV2A	SITE PLAN	1	9/30/2025
PV2B	SITE PLAN SETBACKS	1	9/30/2025
PV3	PERMITTING DETAILS	1	9/30/2025
PV4	PID MAP	1	9/30/2025
PV5	SOIL MAP	1	9/30/2025
PV6	TREE DETAILS	1	9/30/2025
PV7	VIEW PROFILES	1	9/30/2025
PV8	SAT RACKING DETAIL	1	9/30/2025
PV9	FENCE DETAIL	1	9/30/2025
E1	MODULE & INVERTER SPECS	1	9/30/2025

PROJECT TEAM

PROJECT OWNER
PRINCE EDWARD SOLAR 2 LLC
2530 RIVA RD SUITE 200
ANNAPOLIS, MD 21401

PROJECT DEVELOPER
NEW ENERGY EQUITY
2530 RIVA RD SUITE 200
ANNAPOLIS, MD 21401

GENERAL INFO

PROJECT ACREAGE
PARCEL ACREAGE: 75.82 ACRES
FENCE ACREAGE: 18.36 ACRES
LIMITS OF PERMITTING ACREAGE: 22.2
LOT COVERAGE: 6.415/ 75.82 = 8.5%
*AREA OF MODULES, ROAD, AND EQUIPMENT PADS DIVIDED BY PARCEL AREA

PARCEL DESCRIPTION
PROPERTY OWNER: ELDER ANDREW DALTON JR & CHRISTY
PARCEL ID NUMBER: 043 A 36B
ZONING CLASSIFICATION: A1
APPLICATION TYPE: SUP

SETBACKS
PARCEL BOUNDARY - 50'

NEW ENERGY EQUITY

PROJECT ENTITY: PRINCE EDWARD SOLAR 2 LLC

NEW ENERGY EQUITY, LLC
2530 RIVA ROAD, SUITE 200
ANNAPOLIS, MD 21401
NEWENERGYEQUITY.COM
443-267-5012

PROJECT ADDRESS
47 LLAMA RD
PAMPLIN, VA 23958

LAT: 37.243293
LONG: -78.677011

SYSTEM SPECIFICATIONS	
SYSTEM SIZE DC	4985.5 kW
SYSTEM SIZE AC	POWER LIMITED TO 3800 kW
DC/AC RATIO	1.312
AZIMUTH	180°
TILT	+/- 52°
MODULE COUNT	8450
MODULE TYPE	HANWA Q.PEAK DUO XL-G11S SERIES
MODULE STC RATING	590 W
INVERTER COUNT	27
INVERTER TYPE	SMA SUNNY HIGHPOWER PEAK-3 150kW (SHP 150-US-21)
INVERTER POWER	POWER LIMITED TO 140.740kW
RACKING TYPE	SINGLE AXIS TRACKER
MONITORING	ALSO ENERGY

DESIGN CRITERIA	
MIN/MAX TEMP.	-16°C / 34°C
WIND SPEED (ASCE 7-16)	105 MPH
BUILDING CATEGORY	I
EXPOSURE CATEGORY	C
GROUND SNOW LOAD	30 PSF
BUILDING HEIGHT	0'-0"

OTHER NOTES

UTILITY APP ID: VA25181
NO POSITION, DISTANCE, OR CLEARANCE ISSUES WITH OVERHEAD ELECTRIC SERVICE LINES OR OTHER UTILITIES IN RELATION TO THE PV PANELS.

24/7 UNESCORTED KEYLESS ACCESS PROVIDED FOR ALL UTILITY ENERGY EQUIPMENT INCLUDING THE METERS AND AC DISCONNECT.

INTERCONNECTION TYPE: PRIMARY

REVISIONS

#	DESCRIPTION	BY	DATE
0	ORIGINAL DESIGN	SP	1/21/2025
1	SITE VISIT COMMENTS	SP	1/30/2025
2	AC SIZE CHANGE	SP	9/11/2025
3	CUP	SP	9/29/2025
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PROJECT NAME
ELDER

DRAWING TITLE
TITLE SHEET

SCALE [1]
AS NOTED 0 1" 2"

SHEET
T1

[1] DRAWING SCALE ACCURATE WHEN THIS PAGE IS PRINTED ON 24"x36" PAPER.

VICINITY MAP

SPACE FOR PE STAMP:

SHEET NOTES:

UTILITY POLES ARE SHOWN FOR INDICATING LOCATIONS ONLY. SPACING BETWEEN POLES, PHYSICAL PROTECTION BARRIER FOR SWITCHBOARDS, ETC. WILL BE ADDED IN THE DRAWINGS PREPARED FOR THE CONSTRUCTION DOCUMENTS

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PROJECT NAME
ELDER

DRAWING TITLE
EXISTING CONDITIONS

SCALE [1]
1" = 100'
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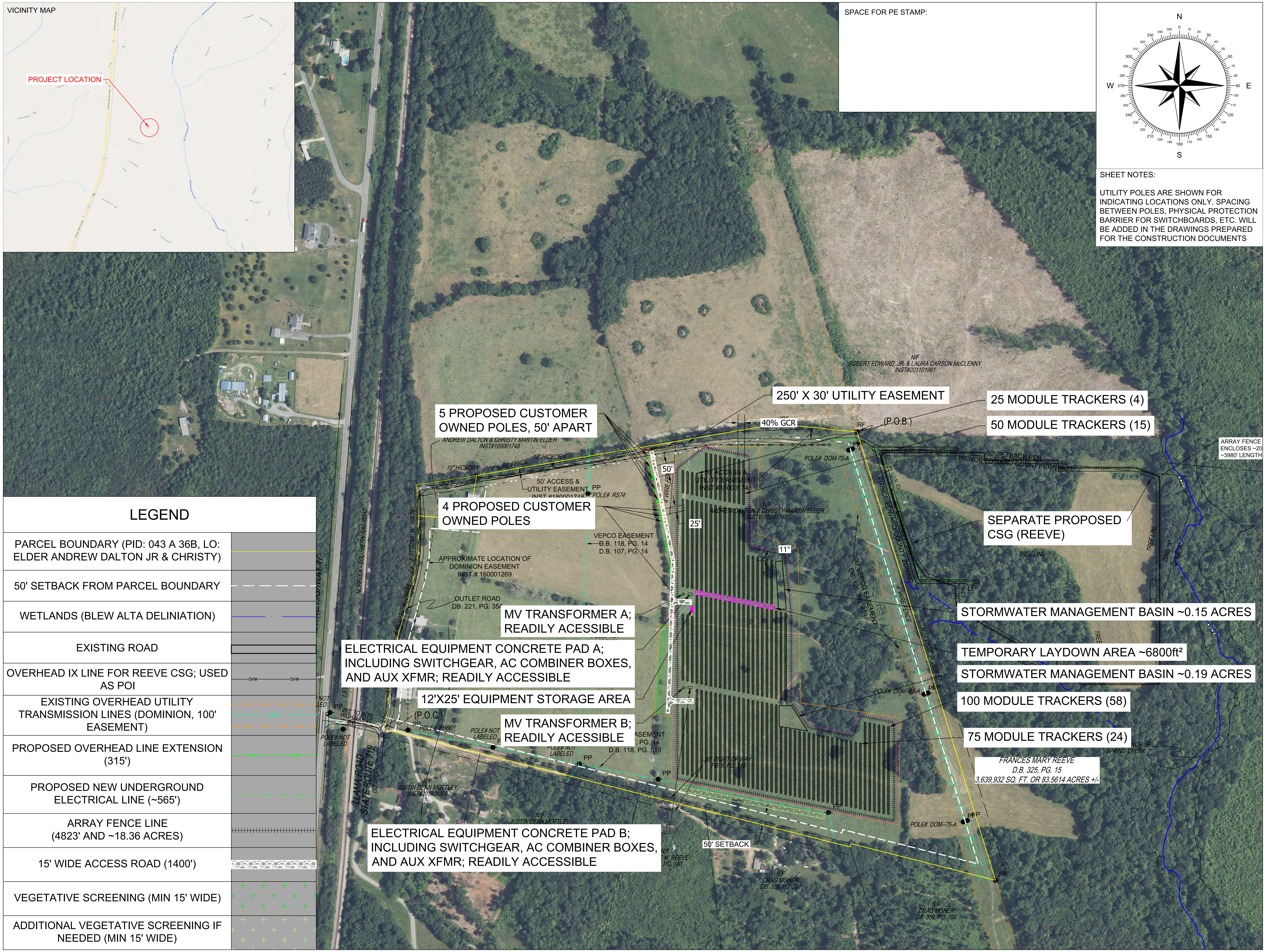
SHEET
PV1

[1] DRAWING SCALE ACCURATE WHEN THIS PAGE IS PRINTED ON 24"x36" PAPER.



SPACE FOR PE STAMP:

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LEGEND

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50' SETBACK FROM PARCEL BOUNDARY	
WETLANDS (BLEW ALTA DELINIATION)	
EXISTING ROAD	
OVERHEAD IX LINE FOR REEVE CSG; USED AS POI	OHW OHW
EXISTING OVERHEAD UTILITY TRANSMISSION LINES (DOMINION, 100' EASEMENT)	
PROPOSED OVERHEAD LINE EXTENSION (315')	
PROPOSED NEW UNDERGROUND ELECTRICAL LINE (~565')	
ARRAY FENCE LINE (4823' AND ~18.36 ACRES)	
15' WIDE ACCESS ROAD (1400')	
VEGETATIVE SCREENING (MIN 15' WIDE)	
ADDITIONAL VEGETATIVE SCREENING IF NEEDED (MIN 15' WIDE)	

NEW ENERGY EQUITY

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4			
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PROJECT NAME
ELDER

DRAWING TITLE
SITE PLAN

SCALE [1]
1" = 180'
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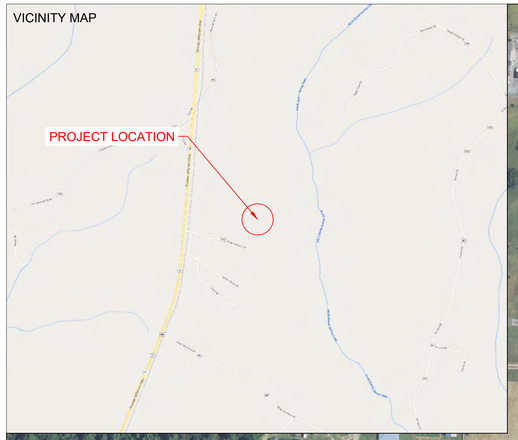
SHEET
PV2A

[1] DRAWING SCALE ACCURATE WHEN THIS PAGE IS PRINTED ON 24"x36" PAPER.

VICINITY MAP



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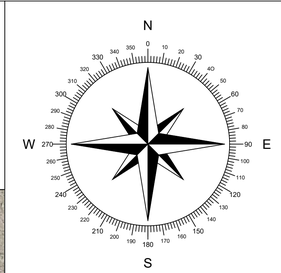

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PROJECT NAME
ELDER

DRAWING TITLE
SITE PLAN SETBACKS

SCALE [1]
1" = 120'
0 1" 2"

SHEET
PV2B

[1] DRAWING SCALE ACCURATE WHEN THIS PAGE IS PRINTED ON 24"x36" PAPER.

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WETLANDS (BLEW ALTA DELINIATION)	
OVERHEAD IX LINE FOR REEVE CSG; USED AS POI	OHW
EXISTING OVERHEAD UTILITY TRANSMISSION LINES (DOMINION, 100' EASEMENT)	OHE
PROPOSED OVERHEAD LINE EXTENSION (315')	OHW
PROPOSED NEW UNDERGROUND ELECTRICAL LINE (~565')	
ARRAY FENCE LINE (4823' AND ~18.36 ACRES)	
15' WIDE ACCESS ROAD (1400', FROM TERRAFORM)	
VEGETATIVE SCREENING (MIN 20' WIDE)	
LEASE AREA (19.43 ACRES)	
LIMITS OF PERMITTING (22.2 ACRES)	
UTILITIES EASEMENT (250' X 30')	

NEW ENERGY EQUITY

PROJECT ENTITY: PRINCE EDWARD SOLAR 2 LLC

NEW ENERGY EQUITY, LLC
2530 RIVA ROAD, SUITE 200
ANNAPOLIS, MD 21401
NEWENERGYEQUITY.COM
443-267-5012

PROJECT ADDRESS
47 LLAMA RD
PAMPLIN, VA 23958

LAT: 37.243293
LONG: -78.677011

SYSTEM SPECIFICATIONS	
SYSTEM SIZE DC	4985.5 kW
SYSTEM SIZE AC	POWER LIMITED TO 3800 kW
DC/AC RATIO	1.312
AZIMUTH	180°
TILT	+/- 52°
MODULE COUNT	8450
MODULE TYPE	HANWA Q.PEAK DUO XL-G11S SERIES
MODULE STC RATING	590 W
INVERTER COUNT	27
INVERTER TYPE	SMA SUNNY HIGHPOWER PEAK-3 150kW (SHP 150-US-21)
INVERTER POWER	POWER LIMITED TO 140.740kW
RACKING TYPE	SINGLE AXIS TRACKER
MONITORING	ALSO ENERGY

DESIGN CRITERIA	
MIN/MAX TEMP.	-16°C / 34°C
WIND SPEED (ASCE 7-16)	105 MPH
BUILDING CATEGORY	I
EXPOSURE CATEGORY	C
GROUND SNOW LOAD	30 PSF
BUILDING HEIGHT	0'-0"

OTHER NOTES

UTILITY APP ID: VA25181
NO POSITION, DISTANCE, OR CLEARANCE ISSUES WITH OVERHEAD ELECTRIC SERVICE LINES OR OTHER UTILITIES IN RELATION TO THE PV PANELS.

24/7 UNESCORTED KEYLESS ACCESS PROVIDED FOR ALL UTILITY ENERGY EQUIPMENT INCLUDING THE METERS AND AC DISCONNECT.

INTERCONNECTION TYPE: PRIMARY

REVISIONS

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0	ORIGINAL DESIGN	SP	1/21/2025
1	SITE VISIT COMMENTS	SP	1/30/2025
2	AC SIZE CHANGE	SP	9/11/2025
3	CUP	SP	9/29/2025
4			
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PROJECT NAME
ELDER

DRAWING TITLE
PERMITTING DETAIL

SCALE [1]
1" = 100'
0 1" 2"

SHEET
PV3

[1] DRAWING SCALE ACCURATE WHEN THIS PAGE IS PRINTED ON 24"x36" PAPER.

VICINITY MAP

SPACE FOR PE STAMP:

SHEET NOTES:

UTILITY POLES ARE SHOWN FOR INDICATING LOCATIONS ONLY. SPACING BETWEEN POLES, PHYSICAL PROTECTION BARRIER FOR SWITCHBOARDS, ETC. WILL BE ADDED IN THE DRAWINGS PREPARED FOR THE CONSTRUCTION DOCUMENTS

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4			
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PROJECT NAME
ELDER

DRAWING TITLE
PID MAP

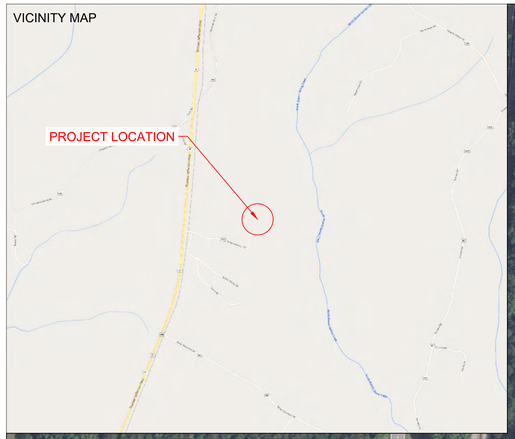
SCALE [1]
1" = 300'

0 1" 2"

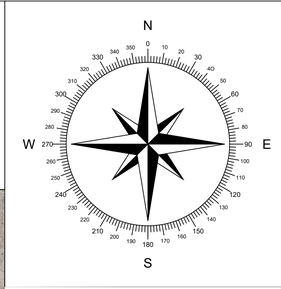
SHEET
PV4

[1] DRAWING SCALE ACCURATE WHEN THIS PAGE IS PRINTED ON 24"x36" PAPER.

VICINITY MAP



SPACE FOR PE STAMP:



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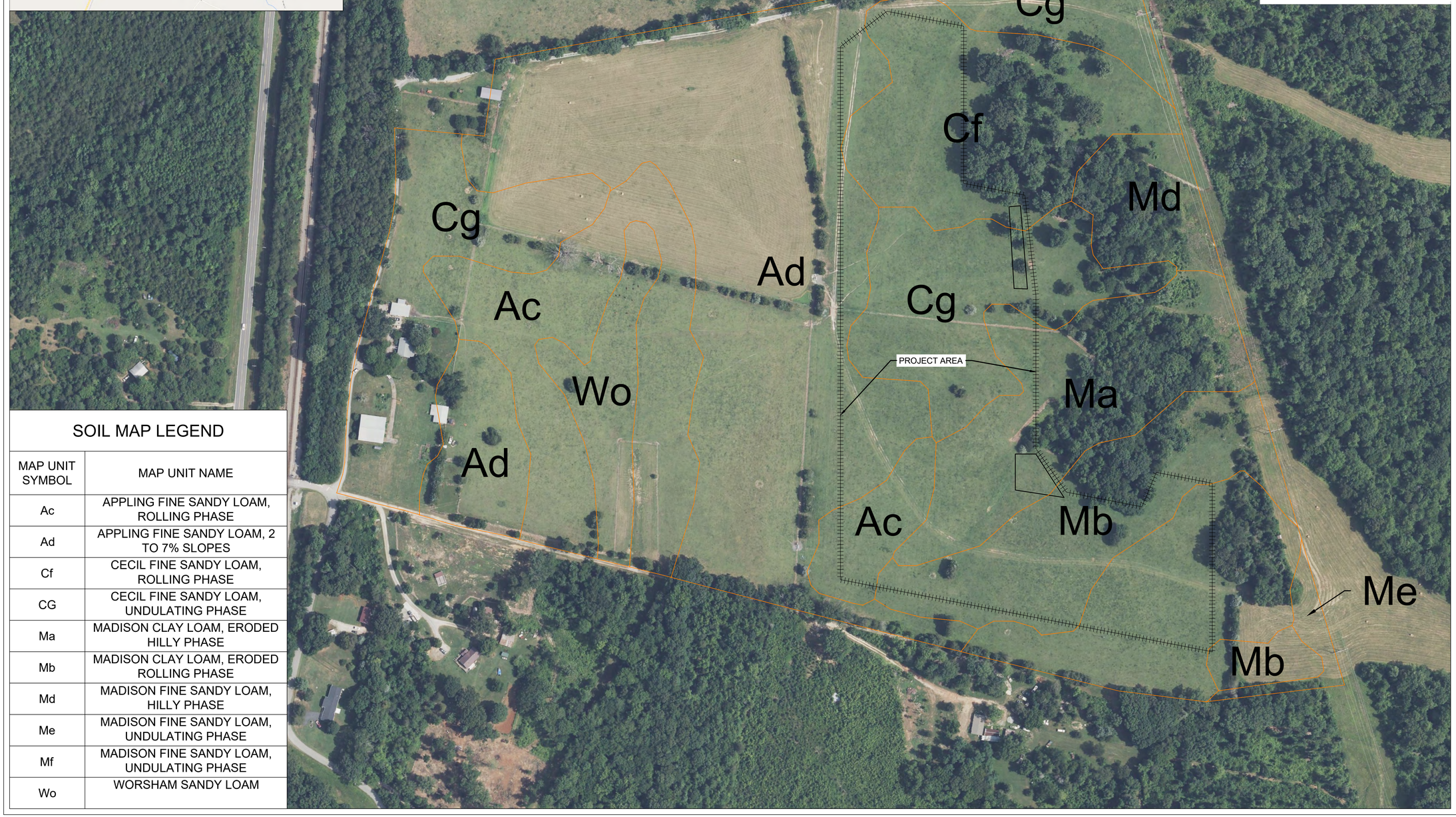

SOIL MAP LEGEND

MAP UNIT SYMBOL	MAP UNIT NAME
Ac	APPLING FINE SANDY LOAM, ROLLING PHASE
Ad	APPLING FINE SANDY LOAM, 2 TO 7% SLOPES
Cf	CECIL FINE SANDY LOAM, ROLLING PHASE
CG	CECIL FINE SANDY LOAM, UNDULATING PHASE
Ma	MADISON CLAY LOAM, ERODED HILLY PHASE
Mb	MADISON CLAY LOAM, ERODED ROLLING PHASE
Md	MADISON FINE SANDY LOAM, HILLY PHASE
Me	MADISON FINE SANDY LOAM, UNDULATING PHASE
Mf	MADISON FINE SANDY LOAM, UNDULATING PHASE
Wo	WORSHAM SANDY LOAM

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443-267-5012

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PAMPLIN, VA 23958

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MONITORING	ALSO ENERGY

DESIGN CRITERIA	
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GROUND SNOW LOAD	30 PSF
BUILDING HEIGHT	0'-0"

OTHER NOTES

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3	CUP	SP	9/29/2025
4			
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PROJECT NAME
ELDER

DRAWING TITLE
SOIL MAP

SCALE [1]
1" = 120'
0 1" 2"

SHEET
PV5

[1] DRAWING SCALE ACCURATE WHEN THIS PAGE IS PRINTED ON 24"x36" PAPER.

1 ATLANTIC WHITE CEDAR
NTS

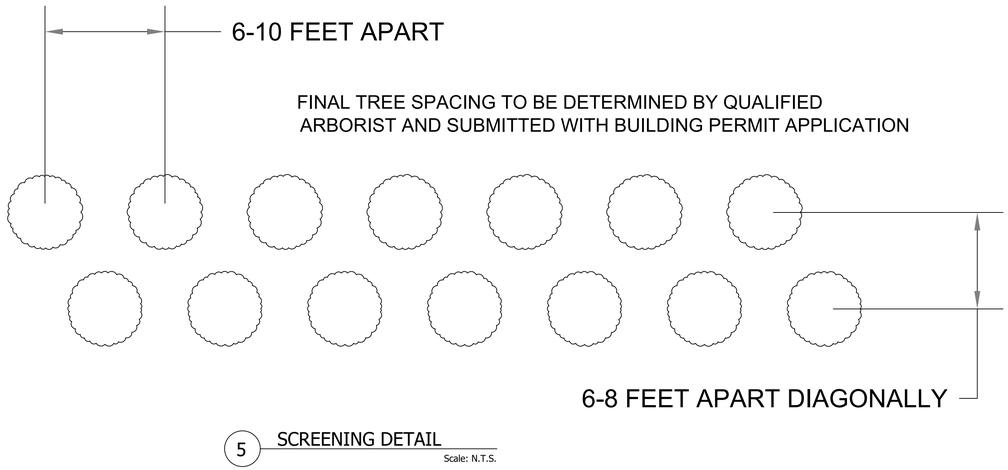
2 GREEN GIANT ARBORVITAE
NTS

3 LOBLOLLY PINE
NTS

4 SOUTHERN MAGNOLIA
NTS

TREE DETAILS - SUBJECT TO AVAILABILITY		
#	DESCRIPTION	MAX TREE HEIGHT
1	GREEN GIANT ARBORVITAE - PLANT 10-12 FEET SPACING TO GROW AS PRIVACY FENCE.	50-60 FEET
2	ATLANTIC WHITE CEDAR - FOR PRIVACY PLANT 5-10 FEET APART AS THEY WILL SPREAD TO ABOUT 10 FEET IN WIDTH	60-80 FEET
3	LOBLOLLY PINE - 6-8 FEET IN SPACING	50-80 FEET
4	SOUTHERN MAGNOLIA - 8-10 FEET APART BUT 20 FEET FROM ANY EVERGREEN.	60-80 FEET

*ALL TREES WILL BE MIN 3' AT PLANTING, 8' WITHIN 3 YEARS



5 SCREENING DETAIL
Scale: N.T.S.

INSIDE SEDIMENT BASIN:
A NATIVE WETLAND SEED MIX, WHICH PROVIDES A MIX OF NATIVE GRASSES AND WILDFLOWERS WILL BE USED.

WET POND VEGETATION WILL BE MAINTAINED AND TRIMMED IN ACCORDANCE WITH THE DEQ GUIDANCE SPECIFICATION NO. 14, WHICH INCLUDES GUIDANCE SUCH AS MOWING TWICE A YEAR, REMOVING DEBRIS, REPAIRING ERODED BARE SOIL AREAS, AND TRASH REMOVAL.

OUTSIDE THE SEDIMENT BASIN:
A SEED MIXTURE THAT IS IDENTIFIED IN THE VIRGINIA DEQ GUIDE WILL BE USED. FOR EXAMPLE A PERMANENT SEED MIXTURE THAT IS SUITABLE FOR THE PIEDMONT REGION MIGHT USE GRASSES SUCH AS A KENTUCKY 31 FESCUE, KENTUCKY BLUEGRASS, RED TOP GRASS, OR RYE GRASS.

NEW ENERGY EQUITY

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443-267-5012

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OTHER NOTES

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PROJECT NAME
ELDER

DRAWING TITLE
TREE PLAN

SCALE [1]
NTS

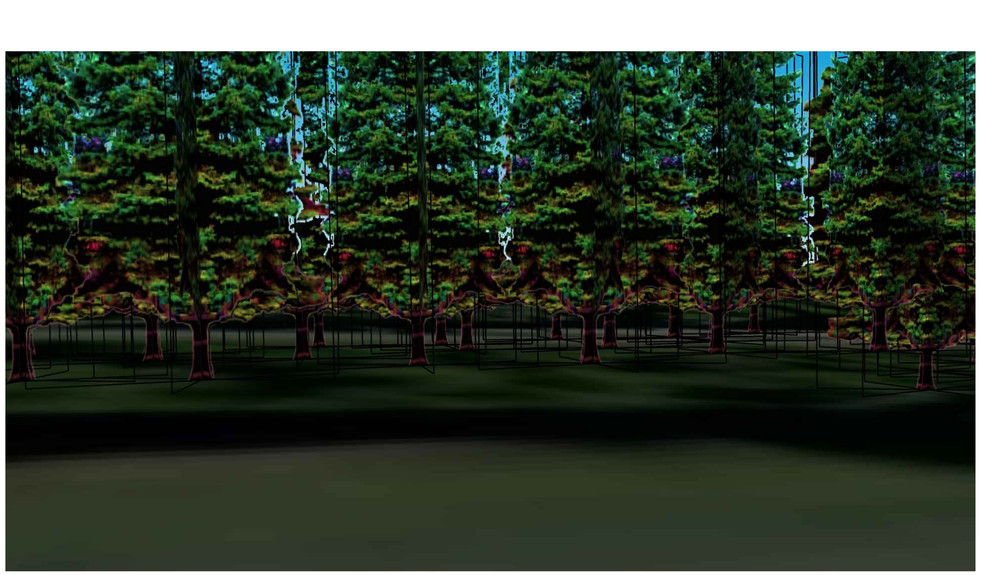
SHEET
PV6

[1] DRAWING SCALE ACCURATE WHEN THIS PAGE IS PRINTED ON 24"x36" PAPER.

EXISTING VEGETATIVE SCREENING

1 VIEW FACING WEST FROM THOMAS JEFFERSON HWY
NTS

2 VIEW FACING NORTHWEST FROM THOMAS JEFFERSON HWY
NTS



3 VIEW FACING SOUTHWEST FROM THOMAS JEFFERSON HWY
NTS

NEW ENERGY EQUITY

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2530 RIVA ROAD, SUITE 200
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47 LLAMA RD
PAMPLIN, VA 23958

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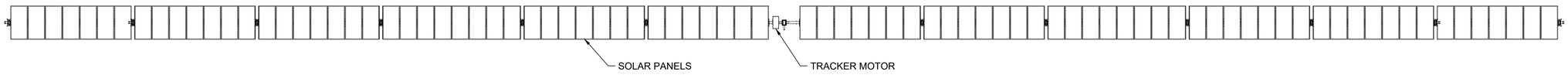
PROJECT NAME
ELDER

DRAWING TITLE
VIEW PROFILES

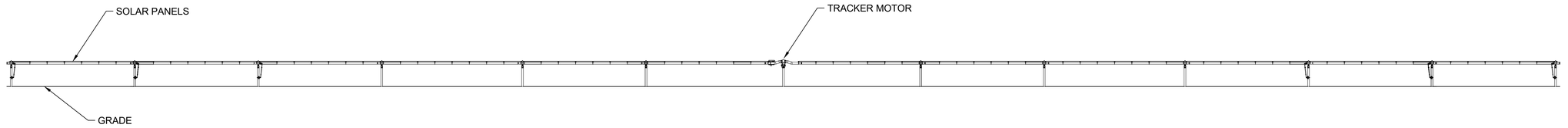
SCALE [1]
NTS

SHEET
PV7

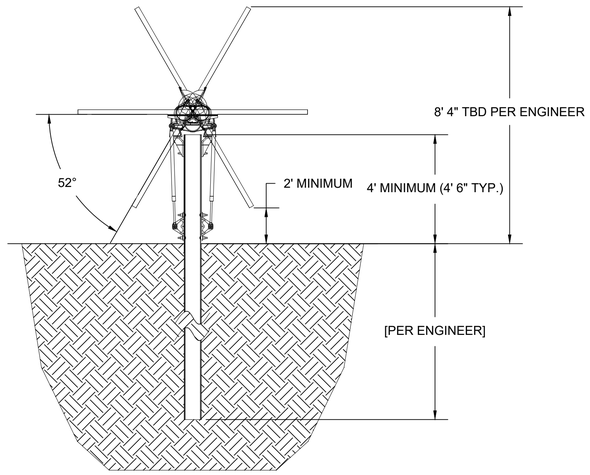
[1] DRAWING SCALE ACCURATE WHEN THIS PAGE IS PRINTED ON 24"x36" PAPER.



1 SINGLE AXIS TRACKER TOP DOWN VIEW
NTS



2 SINGLE AXIS TRACKER EAST-WEST ELEVATION
NTS



3 SINGLE AXIS TRACKER NORTH-SOUTH ELEVATION
NTS

NEW ENERGY EQUITY

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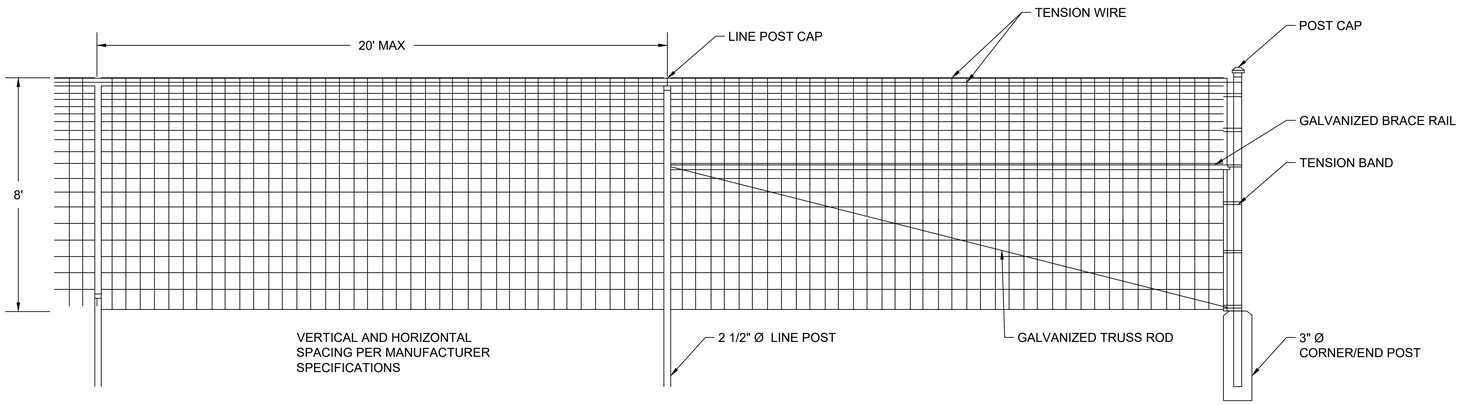
PROJECT NAME
ELDER

DRAWING TITLE
SAT RACKING DETAIL

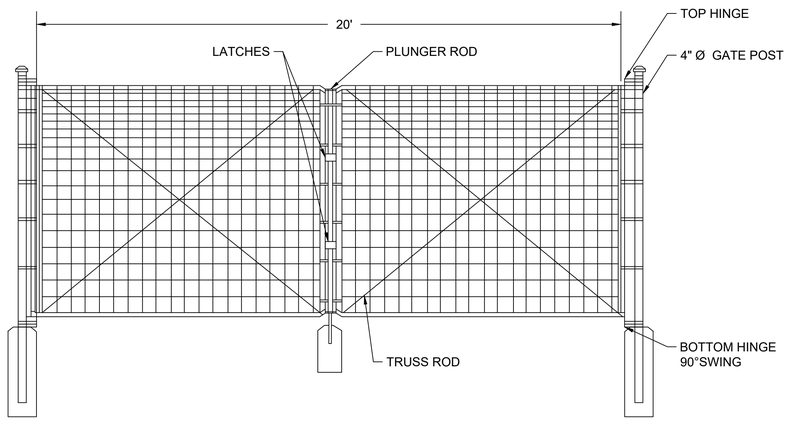
SCALE [1]
NTS

SHEET
PV8

[1] DRAWING SCALE ACCURATE WHEN THIS PAGE IS PRINTED ON 24"x36" PAPER.



1 8' FIXED KNOT FENCE
NTS



2 8' FIXED KNOT FENCE GATE
NTS

NOTE:
1. THIS DRAWING IS FOR INFORMATIONAL PURPOSES ONLY AND NOT TO BE USED FOR CONTRUCTION.
2. DO NOT SCALE DRAWING

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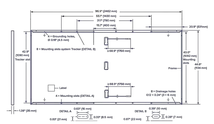
PROJECT NAME
ELDER

DRAWING TITLE
FENCE DETAIL

SCALE [1]
NTS

SHEET
PV9

[1] DRAWING SCALE ACCURATE WHEN THIS PAGE IS PRINTED ON 24"x36" PAPER.



SUNNY HIGHPOWER PEAK3 125-US / 150-US

Cost effective	Maximum flexibility	Simple install, commissioning	Highly innovative
• Modular architecture reduces BOS and maximizes system uptime • Compact design and high power density maximize transportation and logistical efficiency	• Scalable 1,500 VDC building block with best-in-class performance • Flexible architecture creates scalability while maximizing land usage	• Ergonomic handling and simple connections enable quick installation • Centralized commissioning and control with SMA Data Manager	• SMA Smart Connected reduces O&M costs and simplifies field-service • Powered by award winning ennexOS cross sector energy management platform

SUNNY HIGHPOWER PEAK3 125-US / 150-US

A superior modular solution for large-scale power plants

The PEAK3 1,500 VDC inverter offers high power density in a modular architecture that achieves a cost-optimized solution for large-scale PV integrators. With fast, simple installation and commissioning, the Sunny Highpower PEAK3 is accelerating the path to energization. SMA has also brought its field-proven Smart Connected technology to the PEAK3, which simplifies O&M and contributes to lower lifetime service costs. The PEAK3 power plant solution is powered by the ennexOS cross sector energy management platform, 2018 winner of the Intersolar smarter E AWARD.

Technical Data	Sunny Highpower PEAK3 125-US	Sunny Highpower PEAK3 150-US
Input (DC)		
Maximum array power	187500 Wp STC	225000 Wp STC
Maximum system voltage	1500 VDC	
Rated MPP voltage range	705 V ... 1450 V	880 V ... 1450 V
MPPT operating voltage range	684 V ... 1500 V	855 V ... 1500 V
MPP trackers	1	
Maximum operating input current	180 A	
Maximum input short-circuit current	325 A	
Output (AC)		
Nominal AC power	125000 W	150000 W
Maximum apparent power	125000 VA	150000 VA
Output phases / line connections	3 / 3-PE	
Nominal AC voltage	480 V	600 V
Compatible transformer winding configuration	Wye-grounded	
Maximum output current	151 A	
Rated grid frequency	60 Hz	
Grid frequency / range	50 Hz, 60 Hz / -6 Hz ... +6 Hz	
Power factor at rated power / adjustable displacement	1 / 0.0 leading ... 0.0 lagging	
Harmonics (THD)	<3%	
Efficiency		
CEC efficiency	98.5 %	99.0 %
Protection and safety features		
Ground fault monitoring: Riso / Differential current	● / ●	
DC reverse polarity protection	●	
AC short circuit protection	●	
Monitored surge protection (Type 2): DC / AC	● / ●	
Protection class / overvoltage category (as per UL 840)	I / IV	
General data		
Device dimensions (W / H / D)	770 / 830 / 444 mm (30.3 / 32.7 / 17.5 in.)	
Device weight	98 kg (216 lbs)	
Operating temperature range	-25 °C ... +60 °C (-13 °F ... +140 °F)	
Storage temperature range	-40 °C ... +70 °C (-40 °F ... +158 °F)	
Audible noise emission (full power @ 1m and 25 °C)	< 69 dB(A)	
Internal consumption at night	< 5 W	
Topology	Transformerless	
Cooling concept	OptiCool (forced convection, variable speed fans)	
Enclosure protection rating	Type 4X (as per UL 50E)	
Maximum permissible relative humidity (non-condensing)	100%	
Additional information		
Mounting	Rack mount	
DC connection	Terminal lugs - up to 600 kcmil CU/AL	
AC connection	Screw terminals - up to 300 kcmil CU/AL	
LED indicators (Status/Fault/Communication)	●	
SMA Speedwire (Ethernet network interface)	● (2 x RJ45 ports)	
Data protocols: SMA Modbus / SunSpec Modbus	● / ●	
Integrated Plant Control / Q on Demand 24/7	● / ●	
Off-grid capable / SMA Hybrid Controller compatible	– / ●	
SMA Smart Connected (proactive monitoring and service)	●	
Certifications		
Certifications and approvals	UL 62109, UL 1998, CAN/CSA-C22.2 No.62109	
FCC compliance	FCC Part 15, Class A	
Grid interconnection standards	IEEE 1547, UL 1741 SA - CA Rule 21, HECO Rule 14H	
Advanced grid support capabilities	L/HFRT, L/HVRT, Volt-VAr, Volt-Watt, Frequency-Watt, Ramp Rate Control, Fixed Power Factor	
Warranty		
Standard	5 years	
Optional extensions	10 / 15 / 20 years	
Type designation	SHP 125-US-20	SHP 150-US-20

Technical data as of May 2020 ● Standard features ○ Optional features – Not available

SHP-US-DS-en-17 Changes to products and services, including those resulting from country-specific requirements, as well as deviations from technical data are subject to change at any time without notice. SMA assumes no liability for typographical or other errors. Please visit www.SMA-Solar.com for the latest information.

Toll Free +1 888 4 SMA USA
www.SMA-America.com

SMA America, LLC

Q.PEAK DUO XL-G11S SERIES

585 - 600 Wp | 156 Cells
21.5 % Maximum Module Efficiency

MODEL Q.PEAK DUO XL-G11S.3 / BFG

Bifacial energy yield gain of up to 21%
Bifacial Q.ANTUM solar cells make efficient use of light shining on the module rear-side for radically improved LCOE.

Low electricity generation costs
Q.ANTUM DUO technology with optimized module layout to boost module power and improve LCOE.

A reliable investment
Double glass module design enables extended lifetime with 12-year product warranty and improved 30-year performance warranty[1].

Enduring high performance
Long-term yield security with Anti LID and Anti PID Technology[2], Hot-Spot Protect.

Frame for versatile mounting options
High-tech aluminum alloy frame protects from damage, enables use of a wide range of mounting structures and is certified regarding IEC for high snow (5400 Pa) and wind loads (3750 Pa)[3].

Innovative all-weather technology
Optimal yields, whatever the weather with excellent low-light and temperature behavior.

[1] See data sheet on rear for further information.
[2] APT test conditions according to IEC/TS 62804-1:2015 method B (−1500 V, 168 h) including post treatment according to IEC 61215-1-1 Ed. 2.0 (CD)
[3] See Installation Manual for instructions

The ideal solution for:

- Ground-mounted solar power plants
- Solar power plants with tracker

Q.PEAK DUO XL-G11S SERIES

Mechanical Specification

Format	96.9 in × 44.6 in × 1.38 in (including frame) (2462 mm × 1134 mm × 35 mm)
Weight	76.9 lbs (34.9 kg)
Front Cover	0.08 in (2.0 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	0.08 in (2.0 mm) semi-tempered glass
Frame	Anodized aluminum
Cell	6 × 26 monocrystalline Q.ANTUM solar half cells
Junction box	2.09-3.98 × 1.26-2.36 × 0.59-0.71 in (53-101 mm × 32-60 mm × 15-18 mm), Protection class IP67, with bypass diodes
Cable	4 mm² Solar cable; (+) ≥68.9 in (1750 mm), (–) ≥68.9 in (1750 mm)
Connector	Stäubli MC4; Stäubli MC4-Evo2; - IP68

Electrical Characteristics

POWER CLASS: 585 | 590 | 595 | 600

MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC[1] (POWER TOLERANCE +5 W / −0 W)

				*	585	BSTC*	590	BSTC*	595	BSTC*	600	BSTC*
Minimum	Power at MPP[1]	P_{MPP}	[W]		585	639.9	590	645.4	595	650.8	600	656.3
	Short Circuit Current[1]	I_{SC}	[A]		13.72	15.01	13.74	15.04	13.77	15.07	13.80	15.10
	Open Circuit Voltage[1]	V_{OC}	[V]		53.57	53.76	53.60	53.79	53.63	53.82	53.66	53.85
	Current at MPP	I_{MPP}	[A]		13.07	14.30	13.12	14.36	13.17	14.41	13.25	14.50
	Voltage at MPP	V_{MPP}	[V]		44.75	44.74	44.96	44.95	45.18	45.17	45.30	45.27
	Efficiency[1]	η	[%]		≥21.0		≥21.1		≥21.3		≥21.5	

Bifaciality of P_{MPP} and I_{SC} 70 % ± 5 % • Bifaciality given for rear side irradiation on top of STC (front side) • According to IEC 60904-1-2

[1] Measurement tolerances P_{MPP} ±3 %; I_{SC}, V_{OC} ±5 % at STC: 1000 W/m²; *at BSTC: 1000 W/m² + φ × 135 W/m², φ = 70 %, 25 ± 2 °C, AM 1.5 according to IEC 60904-3

MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT[2]w

				585	590	595	600
Minimum	Power at MPP	P_{MPP}	[W]	440.5	444.2	448.0	451.8
	Short Circuit Current	I_{SC}	[A]	11.05	11.07	11.09	11.11
	Open Circuit Voltage	V_{OC}	[V]	50.67	50.69	50.72	50.75
	Current at MPP	I_{MPP}	[A]	10.30	10.34	10.38	10.45
	Voltage at MPP	V_{MPP}	[V]	42.79	42.97	43.15	43.24

[1] Measurement tolerances P_{MPP} ±3 %; I_{SC}; V_{OC} ±5 % at STC: 1000 W/m², 25 ± 2 °C, AM 1.5 according to IEC 60904-3 • [2] 800 W/m², NMOT, spectrum AM 1.5

Qcells PERFORMANCE WARRANTY

At least 98 % of nominal power during first year. Thereafter max. 0.45 % degradation per year. At least 93.95 % of nominal power up to 10 years. At least 84.95 % of nominal power up to 30 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Qcells sales organization of your respective country.

*Standard terms of guarantee for the 5 PV companies with the highest production capacity in 2021 (February 2021)

PERFORMANCE AT LOW IRRADIANCE

Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²).

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I_{SC}	α	[% / K]	+0.04	Temperature Coefficient of V_{OC}	β	[% / K]	−0.27
Temperature Coefficient of P_{MPP}	γ	[% / K]	−0.34	Nominal Module Operating Temperature	NMOT	[°F]	108 ± 5.4 (42 ± 3 °C)

Properties for System Design

Maximum System Voltage	V_{SYS}	[V]	1500	PV module classification	Class II
Maximum Series Fuse Rating		[A DC]	30	Fire Rating based on ANSI / UL 61730	TYPE 29[4]
Max. Push Load[3], Test / Design		[lbs / ft²]	113 (5400 Pa) / 75 (3600 Pa)	Permitted Module Temperature on Continuous Duty	−40 °F up to +185 °F (−40 °C up to +85 °C)
Max. Pull Load[3], Test / Design		[lbs / ft²]	78 (3750 Pa) / 52 (2500 Pa)		

[3] See Installation Manual for instructions

[4] New Type is similar to Type 3 but with metallic frame

Qualifications and Certificates

UL61730-1 & UL61730-2, CE-compliant,
IEC 61215:2016,
IEC 61730:2016,
U.S. Patent No. 9,893,215
(solar cells)

www.tuv.com
ID 1111220277

Find product recycling details at QR code above

* Contact your Qcells Sales Representative for details regarding the module's eligibility to be Buy American Act (BAA) compliant.

Qcells pursues minimizing paper output in consideration of the global environment.

Note: Installation instructions must be followed. Contact our technical service for further information on approved installation of this product.
Hanwha Q CELLS USA Corp. 300 Spectrum Center Drive, Suite 500, Irvine, CA 92618, USA | TEL +1 949 748 5996 | EMAIL na.support@qcells.com | WEB www.qcells.com/us

Specifications subject to technical changes © Qcells Q.PEAK_DUO_XL-G11S-BFG_series_Long Cable_585-600_2025-04_Rev04_NA

PV MODULE REFLECTION – GLARE

PV MODULE REFLECTION – GLARE

When light falls on a surface it is split; some of the light traverses the surface (transmission), some light enters the surface and is lost (absorption) and some is redirected away from the surface (reflection). In order for a PV module to produce as much power as possible, the cover glass is optimized for high transmission. This is why Hanwha Q CELLS PV modules have cutting-edge anti-reflective coatings (ARC) in order to maximize transmission and limiting the possibility for reflections.

Each of these actions, transmission, absorption and reflection, can be measured as a proportion of the original light falling on the surface, eg. T + A + R = 100 %. For our purposes it is only necessary to look at the proportion of this original light, as the intensity of the light falling on the surface of the PV module glass will change with numerous factors including different system configurations, locations and times of both the day and year.

Figure 1: Light falling on a surface

The proportion of light reflected from any surface is dependent upon the angle at which the light hits the glass, called the incident angle where 0° is direct light and 90° is parallel to the surface. The proportion of reflected light can be calculated for different incident angles using the Fresnel equations. For a sheet of glass it would be necessary to calculate the reflection twice, once for the frontside of the glass and once for the backside. However as the rear of PV module glass is connected to an EVA and light absorbing PV cell it is only necessary to consider the frontside effect. To calculate the reflection the refractive index of the involved media is needed. As an example air has an index of 1, for normal “window” glass the value is around 1.5, for water it is 1.33 and for PV module glass it is around 1.25. From these figures alone it is possible to, correctly, presume that the glass used in PV modules creates less reflected light than normal “window” glass or a body of water. Figure 2 shows the curves of these different cases, along with measurements by TÜV Rheinland of Hanwha Q CELLS modules. It can be seen that the proportion of light reflected starts close to zero but rises as the incident angle gets closer to 90°.

Figure 2: Reflection vs. incident angle

CONCLUSION

From both the theoretical and measured data it is clear that ARC glass used in all Hanwha Q CELLS currently produced PV modules reflects less light than both naturally occurring features, such as bodies of water, and common manmade structures. Moreover for incident angles below 55° less than 4 % of the initial light is reflected away from the PV module.

EMAIL: service@q-cells.com
TEL: +49 (0)3494 66 99 23222

Hanwha Q CELLS Module_reflection_2017-02_Rev01_EN

PROJECT ENTITY: PRINCE EDWARD SOLAR 2 LLC

NEW ENERGY EQUITY, LLC
2530 RIVA ROAD, SUITE 200
ANNAPOLIS, MD 21401
NEWENERGYEQUITY.COM
443-267-5012

PROJECT ADDRESS
47 LLAMA RD
PAMPLIN, VA 23958

LAT: 37.243293
LONG: -78.677011

SYSTEM SPECIFICATIONS	
SYSTEM SIZE DC	4985.5 kW
SYSTEM SIZE AC	POWER LIMITED TO 3800 kW
DC/AC RATIO	1.312
AZIMUTH	180°
TILT	+/- 52°
MODULE COUNT	8450
MODULE TYPE	HANWA Q.PEAK DUO XL-G11S SERIES
MODULE STC RATING	590 W
INVERTER COUNT	27
INVERTER TYPE	SMA SUNNY HIGHPOWER PEAK-3 150kW (SHP 150-US-21)
INVERTER POWER	POWER LIMITED TO 140.740kW
RACKING TYPE	SINGLE AXIS TRACKER
MONITORING	ALSO ENERGY

DESIGN CRITERIA	
MIN/MAX TEMP.	-16°C / 34°C
WIND SPEED (ASCE 7-16)	105 MPH
BUILDING CATEGORY	I
EXPOSURE CATEGORY	C
GROUND SNOW LOAD	30 PSF
BUILDING HEIGHT	0'-0"

OTHER NOTES

UTILITY APP ID: VA25181
NO POSITION, DISTANCE, OR CLEARANCE ISSUES WITH OVERHEAD ELECTRIC SERVICE LINES OR OTHER UTILITIES IN RELATION TO THE PV PANELS.

24/7 UNESCORTED KEYLESS ACCESS PROVIDED FOR ALL UTILITY ENERGY EQUIPMENT INCLUDING THE METERS AND AC DISCONNECT.

INTERCONNECTION TYPE: PRIMARY

REVISIONS

#	DESCRIPTION	BY	DATE
0	ORIGINAL DESIGN	SP	1/21/2025
1	SITE VISIT COMMENTS	SP	1/30/2025
2	AC SIZE CHANGE	SP	9/11/2025
3	CUP	SP	9/29/2025
4			
5			
6			
7			
8			
9			
10			
11			

PROJECT NAME
ELDER

DRAWING TITLE
MODULE & INVERTER SPECS

SCALE[1]
NTS

SHEET
E1

DRAWING SHEETS AND CONTENTS NOT TO BE DISTRIBUTED WITHOUT EXPLICIT WRITTEN CONSENT FROM NEW ENERGY EQUITY LLC.

[1] DRAWING SCALE ACCURATE WHEN THIS PAGE IS PRINTED ON 24"x36" PAPER.

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

FORM A – COVER SHEET CONTENT

Instrument Date: 1/2/2025

Instrument Type: OPL

Number of Parcels: 1 Number of Pages: 7

[ ] City [X] County PULASKI
CIRCUIT COURT

Tax Exempt? VIRGINIA/FEDERAL CODE SECTION

[ ] Grantor:

[ ] Grantee:

(Area Above Reserved For Deed Stamp Only)

Business/Name

1 Grantor: ELDER, ANDREW DALTON JR

2 Grantor: ELDER, CHRISTY

1 X Grantee: IPS DEVELOPMENT VIRGINIA LLC

Grantee:

Grantee Address

Name: IPS DEVELOPMENT VIRGINIA LLC

Address:

City: State: VA Zip Code:

Consideration: $8,000.00 Existing Debt: $0.00 Actual Value/Assumed: $0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: $0.00 Fair Market Value Increase: $0.00

Original Book No.: Original Page No.: Original Instrument No.:

Prior Recording At: [ ] City [ ] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 043 A 36B

Short Property Description:

Current Property Address:

City: PAMPLIN State: VA Zip Code: 23958

Instrument Prepared By: NEW ENGERY EQUITY Recording Paid By: NEW ENGERY EQUITY

Recording Returned To: NEW ENGERY EQUITY

Address: ATTN REAL ESTATE, 2530 RIVA RD SUITE 200

City: ANNAPOLIS State: MD Zip Code: 21401

This instrument prepared by
and after recording return to:

New Energy Equity, LLC
2530 Riva Road, Ste 200
Annapolis, MD 21401
Attn: Real Estate

Prince EdwardsTax Map Number(s): 043 A 36B

Consideration: $ 8,000

MEMORANDUM OF OPTION FOR LAND LEASE AND EASEMENTS

This MEMORANDUM OF OPTION FOR LAND LEASE AND EASEMENTS ("**Memorandum of Option**") is entered into this 2 day of January 2025 by and between **Andrew Dalton Elder Jr & Christy Elder**, married (collectively, "**Grantor**"), and **IPS Development Virginia LLC**, a Virginia limited liability company, and its successors and assigns ("**Grantee**").

RECITALS:

A. Grantor and Grantee have executed that certain Option for Land Lease and Easements dated December 30, 2024 ("**Option**"), whereby Grantor has granted to Grantee an exclusive and irrevocable option to lease [a portion of]that certain real property, which lease shall include certain access and utility easement rights and an exclusive Solar Easement across said real property as more particularly described in the Option, in the County of Prince Edwards, State of Virginia and being more particularly described in Schedule A attached hereto and made a part hereof (the "**Property**").

B. The Parties wish to give notice of the existence of such Option.

IN CONSIDERATION for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. Grantor and Grantee have entered into the Option and Grantor has granted to Grantee an exclusive and irrevocable option to lease the Property, which such lease shall include certain

access and utility rights and an exclusive Solar Easement across the Property as more particular described in the Option, all in accordance with the terms and conditions set forth in the Option.

2. The Option provides for an Option Term of three (3) years from the Effective Date.

3. The Option will inure to the benefit of and be binding upon Grantor and Grantee and, to the extent provided in any assignment or other transfer under the Option, any assignee of Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. This Memorandum of Option has been executed and delivered by the Parties for the purpose of recording and giving notice of the option to lease and other easement rights in accordance with the terms, covenants and conditions of the Option.

5. The terms and conditions of the Option are incorporated by reference into this Memorandum of Option as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Option and this Memorandum of Option, the Option will control. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Option.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first hereinabove written.

GRANTOR:

Andrew Dalton Elder Jr.

STATE/COMMONWEALTH OF VIRGINIA)
) ss.
CITY/COUNTY OF Appomattox)

The foregoing instrument was acknowledged before this 13th day of December 2024, by Andrew Dalton Elder Jr, personally known to me or having provided satisfactory evidence of identification.

Notary Public

My Commission expires: May 31, 2026

Rebecca Darlene McFadden
Commonwealth of Virginia
Notary Public
Commission No. 8005926
My Commission Expires May 31, 2026

GRANTOR:

Christy Elder

STATE/COMMONWEALTH OF VIRGINIA)
) ss.
CITY/COUNTY OF Appomattox)

The foregoing instrument was acknowledged before this 13th day of December, 2024, by Christy Elder, personally known to me or having provided satisfactory evidence of identification.

Notary Public

My Commission expires: May 31, 2026

Rebecca Darlene McFadden
Commonwealth of Virginia
Notary Public
Commission No. 8005926
My Commission Expires May 31, 2026

GRANTEE:

IPS Development Virginia LLC,
a Virginia limited liability company

By: _____

Name: Matthew Hankey

Title: manager

STATE OF MARYLAND)
) ss.
COUNTY OF ANNE ARUNDEL)

The foregoing instrument was acknowledged before this 2 day of January 2025 by Matthew Hankey, the manager of IPS Development Virginia LLC, a Virginia limited liability company, personally known to me or having provided satisfactory evidence of identification, on behalf of said limited liability company.

_____
Notary Public

My Commission expires: 8/7/28

CHRISTINA LEVITT
NOTARY PUBLIC
ANNE ARUNDEL COUNTY, MARYLAND

Schedule A

TO MEMORANDUM OF OPTION

Legal Description of Property

All that certain real property situated in the County of between Prince Edwards, State of Virginia described as follows:

APN	Town	Acreage +/-	Deed Book / Page
043 A 36B		77.53	

All that certain tract or parcel of land situated in Buffalo Magisterial District, Prince Edward County, Virginia, containing 77.53 acres, according to that certain plat of survey by Elisha E. Hodges, III, L.S., dated September 7, 2018 and which plat is attached hereto and, by reference, is made a part hereof for a more particular description of the herein conveyed property by metes and bounds.

PIN: 043 A 36B

All that certain tract, piece or parcel of land lying and being in the Buffalo Magisterial District, Prince Edward County, Virginia, containing 0.84 acres of land as shown on plat of survey made by Ralph P. Hines, C.L.S., dated August 17, 1982 and recorded in Deed Book 221 at page 354. Reference is hereby made to said plat for a more particular metes and bounds description as contained in said plat. The description contained in said plat is incorporated herein by reference as if same were textually herein contained.

SUBJECT, HOWEVER, TO: The Grantor herein hereby reserves unto herself, her heirs, devisees, assigns and successors, perpetual non-exclusive easements for the purpose of ingress, egress, regress and the location of utilities from Virginia Highway no. 47 to the remaining parcels of land owned by Grantor: firstly, over and along that road designated on the aforesaid plat as "outlet road," the centerline of which forms the western boundaries of Parcels 1 and 2, above; secondly, within that easement designated on the aforesaid plat as "Proposed 50ft. Access and Utility Easement" which is bounded by the northern boundaries of said Parcels 1 and 2, above; and, thirdly, within that easement designated as "50ft. Rightof- way" which generally follows the southern boundary of Parcel 1, above, on the aforesaid plat, and said easements shall run with and forever benefit the parcels designated on the aforesaid plat as "TM43-A- 36"' and *TM57-3-1."

LESS and EXCEPT the same property conveyed to David R. Reeve and Dorothy S. Reeve, husband and wife from Tivis Reeve, JR. and Pauline R. Reeve, individual dated August 20, 1982 and recorded on August 20, 1982 in Book 221, Page 352.

Being the same property conveyed to Andrew Dalton Elder, JR. and Christy Martin Elder, husband and wife, as tenants by the entirety with common law right of survivorship from Frances M. Reeve (fka Frances R. Hellmuth), by Deed dated September 27, 2018 and recorded on September 28, 2018 in Instrument No:180001748.

INSTRUMENT 202500076
RECORDED IN THE CLERK'S OFFICE OF
PRINCE EDWARD COUNTY CIRCUIT COURT ON
JANUARY 17, 2025 AT 10:33 AM
LYNNETTE COE, CLERK
RECORDED BY: JBR

Elder Solar Array

Decommissioning Plan

Prepared for:

Edward Solar 2 LLC
2530 Riva Road Suite 200, Annapolis, MD, 21401

Location: Pamplin, VA
October 8, 2025

NEW ENERGY EQUITY

Table of Contents

1.0 Introduction

The purpose of this report is to describe the decommissioning process for the Elder solar photovoltaic generation facility ("the project") located at 47 Llama Rd, Pamplin, VA 23958. The project consists of 8450 solar modules mounted to a driven pile, Single Axis Tracker system. After final circuit consolidation at the equipment pad mounted switchboard, the system's voltage will be stepped-up to distribution level at a transformer and interconnected, onto an existing utility distribution circuit.

The project converts approximately 18.36 acres of agricultural land into a power generation facility. Construction includes solar modules mounted on driven steel piles, inverters, concrete transformer and equipment pads, and gravel access roads.

2.0 Summary Statement of Expected Decommissioning Cost

The expected residual value of the solar facility is the difference between the removal/restoration cost and the salvage value. The decommissioning cost to remove the solar PV facility and reestablish the property back to a grassy field is not expected to exceed a net expenditure of $99823.39.

3.0 Basis of Plan Narrative

The following is a list of assumptions and clarifications to further define the methodology used to establish the scope and values of the removal costs and salvage values.

3.1 General

- The intent of the decommissioning work will be to fully remove the solar facility, dispose of any components, and restore the site to a permanently stabilized grassed field.
- The service life of the facility is assumed to be 35 years. Because of this there is inherent uncertainty with pricing estimates that far into the future. All dollar amounts are in net present value (NPV). It is assumed that all values will inflate/deflate consistent with inflation, therefore, the NPV comparison of removal cost to salvage value will remain relevant at the end of the service life.
- Costs associated with this plan represent a "turn key" operation for a general contractor to be hired for this work, including permits, mobilization, contingency, etc.
- Haul costs assume a maximum distance of 60 miles between the project and nearest disposal or recycling facility.
- No maximum duration has been assigned for this work. It has been assumed that this work would be handled by a single crew without full time site personnel.

3.2 Civil Infrastructure

- Topsoil used to backfill excavations will be borrowed from onsite locations. No topsoil import is included.
- Removal of rip rap at stormwater basins is included.
- Aggregate removal will be the full depth of the aggregate section for roads, equipment pads, and other areas utilizing aggregate. No aggregate will be buried. Includes subgrade scarification prior to backfilling with topsoil.
- Turf establishment includes mulch, fertilizer, and water as necessary to achieve 70% ground cover as required to satisfy the NPDES Construction General Permit.
- Sediment control cost consists of silt fence but could also be fiber logs. Location of sediment control will be downslope from exposed soils only in areas where sedimentation offsite or into onsite water bodies can reasonably be expected.
- Trees and shrubs shall be protected and shall remain in place.

3.3 Structural Infrastructure

- Steel pile foundation removal is estimated at 25% the effort and cost as pile installation.
- Steel racking removal is estimated at 50% the effort and cost of racking installation.

3.4 Electrical Infrastructure

- PV modules to be recycled. Assumption is that the module value will be based off the module wattage. i.e. a higher wattage module will be worth more than a lower one.
- Switchgear including transformers will be removed from their respective concrete pads and recycled or returned to the manufacturer.
- Copper wiring will be dug up (if required) and recycled.
- Aluminum wiring will be dug up (if required) and recycled.
- Customer owned site riser or interconnection poles shall be removed.
- A two-person crew can dismantle a string inverter and recycle the components.
- Transformers are pad mounted and weigh approximately 8,500 pounds. These are dry type transformers, so there is no need for any oil disposal.
- Underground power and communication cables can be removed by excavating with a power trencher or excavator.

3.5 Recycling PV Modules

- Recycling solar modules have environmental benefits such as
    - Creating a useful and sustainable method of disposal
    - Providing raw materials for repurposing and reprocessing
    - Recovering up to 90% of the photovoltaic glass and up to 95% of the
    - semiconductor material necessary for further production
    - Recycling of rare earth metals.

4.0 Schedule of Removal and Restoration Costs

Removal and Restoration Costs						
CIVIL INFRASTRUCTURE						
		QUANTITY	**UNITS**	**$/UNIT**	**COST**	**NOTES**
1	Road Aggregate, Rip Rap, and Geotextile Removal	14000	ft^3	$ 1.00	$ 14,000.00	Remove full section of aggregate road, rip rap, and geotextile fabrics
2	Road Aggregate, Rip Rap, and Geotextile Haul and Offsite Disposal	14000	ft^3	$ 3.26	$ 45,600.00	Hauling offsite
3	Topsoil Backfill	7500	ft^3	$ 1.00	$ 7,500.00	Onsite relocation of topsoil to backfill road and equipment pad excavations
4	Chainlink Fence Removal	4,823	ft	$ 1.00	$ 4,823.00	Includes fence mesh, post framing, concrete foundations, gates, etc.
5	Chainlink Fence Haul and Offsite Disposal	24,115	lbs	$ 0.03	$ 800.00	
6	Concrete Equipment Pad Removal	2	EA	$ 5,000.00	$ 10,000.00	
7	Concrete Waste Haul and Offsite Disposal	2	EA	$ 2,500.00	$ 5,000.00	
8	Site Grading	1.836	Acres	$ 5,000.00	$ 9,180.00	Grading smooth all areas disturbed by removals, excavations, etc, assumed (0.1 x project area) + Road Area + Equipment Pad Area
9	Turf Establishment	18.36	Acres	$ 1,500.00	$ 27,540.00	Hydroseed all areas disturbed by removals, excavations, etc
10	Sediment Control	1608	ft	$ 10.00	$ 16,076.67	Silt fence installation
Structural Infrastructure						
11	Foundation Removal	1859	EA	$ 19.05	$ 35,420.23	~25% of Install cost
12	Foundation Haul and Offsite Disposal	1859	EA	$ 5.97	$ 11,097.62	
13	Racking Removal	261950	lbs	$ 0.34	$ 87,782.91	~50% of Install cost
14	Racking Haul and Offsite Disposal	261950	lbs	$ 0.03	$ 8,000.61	
Electrical Infrastructure						
15	Removal of Solar Modules	8,450	EA	$ 5.00	$ 42,250.00	
16	Removal of String Inverters	27	EA	$ 1,000.00	$ 27,000.00	
17	Removal of Switchgear/Xfmr	2	EA	$ 5,000.00	$ 10,000.00	
18	Removal of Riser and Interconnection Poles	9	EA	$ 1,000.00	$ 9,000.00	
19	Removal of SCADA/Aux Panel/Weather Station	1	EA	$ 200.00	$ 200.00	
20	Removal of DC Copper Wire	4,986	lbs	$ 2.00	$ 9,971.00	
21	Removal of AC Aluminum Wires	6,840	lbs	$ 2.00	$ 13,680.00	
	Total Cost				**$ 394,922.04**	

5.0 Schedule of Salvage Values

Salvage Values					
Structural Infrastructure					
		QUANTITY	UNITS	$/UNIT	VALUE
1	Steel Pile	363350	lbs	$ 0.10	$ 35,426.63
2	Steel Racking	261950	lbs	$ 0.10	$ 25,540.13
3	Chainlink Fence	4,823	ft	$ 0.49	$ 2,351.21
Electrical Infrastructure					
		QUANTITY	UNITS	$/UNIT	VALUE
4	PV Modules	8,450	$/Panel	$ 29.50	$ 249,275.00
5	Equipment Switchgear in Xfmrs	2	EA	$ 1,200.00	$ 2,400.00
6	DC Copper Wires	4,986	lbs	$ 1.10	$ 5,484.05
7	AC Aluminum Wires	6,840	lbs	$ 0.62	$ 4,240.80
	Total				**$ 324,717.81**

6.0 Schedule of Summary

Summary		
Description	**Cost**	**Units**
Decommissioning Estimate (DE)	$ 394,922.04	$
Factor of Safety (FoS)	1.075	
DE with FoS	$ 424,541.20	$
Salvage Estimate (SE)	$ 324,717.81	$
Total Cost (DE-SE)	$ 99,823.39	$
Average Inflation rate	2.50%	%
Time Period	35	Years
Total Cost with FoS and Inflation after Time Period	$ 231,123.29	$

FORGESOLAR GLARE ANALYSIS

Project: **Elder (VA)**
Elder glare analysis

Site configuration: **Untitled**

Created 09 Oct, 2025
Updated 09 Oct, 2025
Time-step 1 minute
Timezone offset UTC-8
Minimum sun altitude 0.0 deg
DNI peaks at 1,000.0 W/m^2
Category 1 MW to 5 MW
Site ID 161492.27123

Ocular transmission coefficient 0.5
Pupil diameter 0.002 m
Eye focal length 0.017 m
Sun subtended angle 9.3 mrad
PV analysis methodology V2

Summary of Results No glare predicted

PV Array	Tilt	Orient	Annual Green Glare		Annual Yellow Glare		Energy
	°	°	min	hr	min	hr	kWh
PV array 1	SA tracking	SA tracking	0	0.0	0	0.0	-

Total glare received by each receptor; may include duplicate times of glare from multiple reflective surfaces.

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Thomas Jefferson HWY	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0

Component Data

PV Arrays

Name: PV array 1
Axis tracking: Single-axis rotation
Backtracking: Shade
Tracking axis orientation: 180.0°
Max tracking angle: 52.0°
Resting angle: 0.0°
Ground Coverage Ratio: 0.4
Rated power: -
Panel material: Smooth glass with AR coating
Reflectivity: Vary with sun
Slope error: correlate with material

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	37.243235	-78.676800	669.07	6.00	675.07
2	37.243145	-78.676269	654.78	6.00	660.78
3	37.242206	-78.676269	659.92	6.00	665.92
4	37.242078	-78.675861	655.09	6.00	661.09
5	37.240421	-78.675786	628.38	6.00	634.38
6	37.239968	-78.674413	638.09	6.00	644.09
7	37.240045	-78.674102	639.27	6.00	645.27
8	37.239122	-78.674134	654.38	6.00	660.38
9	37.239532	-78.677160	657.69	6.00	663.69

Route Receptors

Name: Thomas Jefferson HWY
Path type: Two-way
Azimuthal view angle: 50.0°
Downward view angle: 90.0°

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	37.238646	-78.682567	656.22	6.00	662.22
2	37.243653	-78.682065	665.76	6.00	671.76
3	37.246164	-78.681743	689.56	6.00	695.56

Discrete Observation Point Receptors

Name	ID	Latitude (°)	Longitude (°)	Elevation (ft)	Height (ft)
OP 1	1	37.240610	-78.680907	672.48	6.00
OP 2	2	37.238500	-78.675699	659.53	6.00
OP 3	3	37.238954	-78.680329	665.86	6.00

Obstruction Components

Name: Obstruction 1
Top height: 65.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	37.240172	-78.681716	665.85
2	37.246731	-78.681160	669.61

Name: Obstruction 2
Top height: 65.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	37.238186	-78.681421	658.92
2	37.239360	-78.681105	674.51
3	37.240031	-78.681491	668.94

Name: Obstruction 3
Top height: 50.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	37.239652	-78.679642	656.64
2	37.238716	-78.675767	656.63

Name: Obstruction 4
Top height: 65.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	37.238687	-78.675541	658.52
2	37.238503	-78.674146	658.93
3	37.238629	-78.672955	631.42

Name: Obstruction 5
Top height: 6.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	37.241287	-78.677344	671.67
2	37.240313	-78.677397	664.74

Name: Obstruction 6
Top height: 30.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	37.241817	-78.677316	681.13
2	37.242024	-78.677313	684.43
3	37.243216	-78.677608	678.73

Glare Analysis Results

Summary of Results No glare predicted

PV Array	Tilt	Orient	Annual Green Glare		Annual Yellow Glare		Energy
	°	°	min	hr	min	hr	kWh
PV array 1	SA tracking	SA tracking	0	0.0	0	0.0	-

Total glare received by each receptor; may include duplicate times of glare from multiple reflective surfaces.

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Thomas Jefferson HWY	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0

PV: PV array 1 no glare found

Receptor results ordered by category of glare

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Thomas Jefferson HWY	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0

PV array 1 and Route: Thomas Jefferson HWY

No glare found

PV array 1 and OP 1

No glare found

PV array 1 and OP 2

No glare found

PV array 1 and OP 3

No glare found

Assumptions

"Green" glare is glare with low potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.
"Yellow" glare is glare with potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.
Times associated with glare are denoted in Standard time. For Daylight Savings, add one hour.
The algorithm does not rigorously represent the detailed geometry of a system; detailed features such as gaps between modules, variable height of the PV array, and support structures may impact actual glare results. However, we have validated our models against several systems, including a PV array causing glare to the air-traffic control tower at Manchester-Boston Regional Airport and several sites in Albuquerque, and the tool accurately predicted the occurrence and intensity of glare at different times and days of the year.
Several V1 calculations utilize the PV array centroid, rather than the actual glare spot location, due to algorithm limitations. This may affect results for large PV footprints. Additional analyses of array sub-sections can provide additional information on expected glare. This primarily affects V1 analyses of path receptors.
Random number computations are utilized by various steps of the annual hazard analysis algorithm. Predicted minutes of glare can vary between runs as a result. This limitation primarily affects analyses of Observation Point receptors, including ATCTs. Note that the SGHAT/ ForgeSolar methodology has always relied on an analytical, qualitative approach to accurately determine the overall hazard (i.e. green vs. yellow) of expected glare on an annual basis.
The analysis does not automatically consider obstacles (either man-made or natural) between the observation points and the prescribed solar installation that may obstruct observed glare, such as trees, hills, buildings, etc.
The subtended source angle (glare spot size) is constrained by the PV array footprint size. Partitioning large arrays into smaller sections will reduce the maximum potential subtended angle, potentially impacting results if actual glare spots are larger than the sub-array size. Additional analyses of the combined area of adjacent sub-arrays can provide more information on potential glare hazards. (See previous point on related limitations.)
The variable direct normal irradiance (DNI) feature (if selected) scales the user-prescribed peak DNI using a typical clear-day irradiance profile. This profile has a lower DNI in the mornings and evenings and a maximum at solar noon. The scaling uses a clear-day irradiance profile based on a normalized time relative to sunrise, solar noon, and sunset, which are prescribed by a sun-position algorithm and the latitude and longitude obtained from Google maps. The actual DNI on any given day can be affected by cloud cover, atmospheric attenuation, and other environmental factors.
The ocular hazard predicted by the tool depends on a number of environmental, optical, and human factors, which can be uncertain. We provide input fields and typical ranges of values for these factors so that the user can vary these parameters to see if they have an impact on the results. The speed of SGHAT allows expedited sensitivity and parametric analyses.
The system output calculation is a DNI-based approximation that assumes clear, sunny skies year-round. It should not be used in place of more rigorous modeling methods.
Hazard zone boundaries shown in the Glare Hazard plot are an approximation and visual aid based on aggregated research data. Actual ocular impact outcomes encompass a continuous, not discrete, spectrum.
Glare locations displayed on receptor plots are approximate. Actual glare-spot locations may differ.
Refer to the Help page at **www.forgesolar.com/help/** for assumptions and limitations not listed here.

Default glare analysis parameters and observer eye characteristics (for reference only):

- Analysis time interval: 1 minute
- Ocular transmission coefficient: 0.5
- Pupil diameter: 0.002 meters
- Eye focal length: 0.017 meters
- Sun subtended angle: 9.3 milliradians

V-CRIS
Virginia Cultural Resource Information System

Attention: To access new features in the Da
clear your browser's cache.

Welcome to Virginia Department of Historic Resources
Submit your suggestions and feedback to help us improve V-CRIS

Search | Results | Map

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  - Historic Resources
    - Architecture Labels
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    - VLR/NRHP/NHL Listed
    - Public View Historic Districts
    - Public View DHR Easements
  - Reference Data
    - USGS GIS Place Names
    - Roads
    - Streams (NHD)
    - County Boundaries
    - Congressional District
    - Virginia House District
    - Jurisdictional Boundary
    - Zip Code Boundary
    - Hydrologic Unit Code Boundary

Tools | Print | Bookmarks | Help | Address: pamplin, va | Search

VGIN Most Recent Aerials

2500 ft

Deg Min Sec | Lon (X): 78° 42' 26.31"W Lat (Y): 37° 14' 03.28"N

Pamplin Volunteer Fire Department
PO Box 1099
Pamplin, VA 23958

Receipt

Date	Receipt No.
9/8/2025	7267

Griff Jones

Check No.	Payment Method
	Check

Description	Amount
Old Building Donation (New Energy Equity Meeting)	150.00
Total	$150.00

Thank you for your generous donation. It is only through faithful supporters like yourself that the needs in our community can be met.

With sincere thanks that we can all be proud of.

Sincerely,

Bob Card Jr - Treasurer
On behalf of the Officers and Members of the Pamplin Volunteer Fire Department

Thank you for your support

NEW ENERGY EQUITY

AN ALLETE COMPANY

Neighborhood Meeting Notice

Monday, September 22nd, 2025 – 7:00 to 8:00 PM

Location: Pamplin Fire Hall

2394 Pamplin Rd, Pamplin, VA 23958

Please join New Energy Equity to discuss a proposed solar project in Prince Edward County, VA on Monday, September 22nd at 7 pm.

The meeting will outline the shared solar project which is planned on land owned by Andrew and Christy Elder located at 47 Llama Road. At this neighborhood meeting, New Energy Equity will have staff available to present a summary of this project, solar projects in general and answer questions and comments from the neighboring residents.

If you have any questions, please contact Grif Jones with New Energy Equity at 717-743-0313 or gjones@newenergyequity.com

We look forward to seeing you there

GRIF JONES
REGIONAL DIRECTOR OF PERMITTING
717-743-0313
NEW ENERGY EQUITY | newenergyequity.com |

NEW ENERGY EQUITY

is hosting a

COMMUNITY MEETING

to outline a shared solar project which is planned on land owned by Andrew and Christy Elder located at 47 Llama Road, Pamplin, Virginia. At this community meeting, New Energy Equity will have staff available to present a summary of the project, solar projects in general and answer questions and comments from the neighboring residents. The meeting will be held at the Pamplin Volunteer Fire Department on Monday, September 22, 2025 at 7 pm.

Bird Club members travel around Cape Horn

BY STEPHANIE COOK
Special to The Farmville Herald

Following its summer hiatus, the Margaret Watson Bird Club (MWBC) held its first meeting of the season on Thursday, Sept. 4 at the Prince Edward County Extension Office in Farmville.

Nearly 40 people packed the room for the meeting, which began with social time and snacks, followed by the featured presentation — MWBC club members Damien Fehrer and David Spears with a slideshow entitled "Around Cape Horn – Black Crested Buzzard Eagles, Flightless Steamer Ducks, and Other Birds of the Southern Hemisphere."

The eagerly anticipated talk was a follow-up to the pair's April 2025 presentation, "Expedition to Antarctica - Penguins, Pelagics, and other Sightings on the Southern Oceans."

Having boarded a plane in the winter bleakness of central Virginia in late January 2024, Fehrer and Spears touched down nine hours later in the relative warmth of summertime in Santiago, Chile. There they embarked on a 16-day cruise that toured both coasts of southern South America and flirted with the northern reaches of Antarctica.

Ever the ornithologists, our travelers immediately donned their binoculars and started ticking new sightings off their life lists, spotting Chilean swallows before ever leaving the airport. The bus trip from Santiago to the awaiting cruise ship in the port city of Valparaiso provided additional birding opportunities.

A stop at a winery near the town of Casablanca yielded sightings both exotic and familiar, from the vulture-sized black-chested buzzard eagle and chimango caracara to the eared dove, which bore a striking resemblance to our mourning dove.

At Valparaiso, the travelers joined almost 2,700 other passengers on the Sapphire Princess and set sail into the Pacific. While most of the other passengers remained indoors for the majority of the cruise, drinking, dining and gambling, Fehrer and Spears soon found themselves embraced by an elite club of a dozen dedicated birders, who whenever conditions allowed, could be found braving the winds and chill

Black Chested Buzzard Eagle

on the ship's decks; summertime in the south Pacific most often brings not tropical conditions but rather 50-degree days and howling winds.

With the aid of their new friends, dubbed the "Bird Club," Fehrer and Spears soon identified an impressive array of pelagic birds, such as albatrosses, shearwaters, petrels, skuas and penguins. They spotted many wandering albatrosses, which have the largest wingspan of any bird in the world.

Side trips during the cruise included a visit to Fort Bulnes Historic Park, where a nature walk revealed unique vegetation as well as new bird sightings: austral blackbirds, black-chinned siskins, the wren-like thorn-tailed rayadito and the strikingly colored Patagonian Sierra-finch. Ruddy-headed geese made themselves at home within an eerily large pet cemetery passed on the drive to Punta Arenas.

Punta Arenas featured ducks, gulls, shorebirds and cormorants.

After departing from Punta Arenas, the travelers awoke to the "jaw-dropping scenery" of Beagle Channel, which gleamed with the white walls of glaciers pushing through the jutting islands formed where the Andes Mountains plunge into the sea.

In Ushuaia, Argentina, the southernmost city in the world, the hardscrabble town was adorned with gardens boasting the abundant blooms of plants nurtured by the cool, damp weather and 16-hour days. Here our birders spotted fightless steamer ducks, whose wings have evolved into small, calloused appendages used not for flight but for pushing frenzied bodies away from both predators and looming cruise ships. Here also, the Andean condor presented itself. This massive predator is the world's heaviest flying bird.

From Ushuaia, the ship bypassed Cape Horn and made a beeline for the world's largest iceberg, A23a, afloat off the Antarctic coast.

Sadly, according to news reports, in recent days the iceberg has begun breaking up in the warm waters of the south Atlantic. The pelagic birds sighted during this four-day leg of the journey were the subject of Fehrer and Spears's May 2025 presentation to the MWBC.

Heading back north from Antarctica, the cruise ship docked in the city of Stanley in the Falkland Islands. This sparsely populated island, the subject of a territorial tug-of-war between Great Britain and Argentina, featured African geology and English architecture. Having broken away from what is now Africa during the separation of Pangaea, this wind-swept land was covered by heath, with plants that included the comically named diddle dee berry, and balsam bog, an unusual cushion formed by tightly packed plants that sheltered each other from the harsh conditions. Among this dwarf vegetation were found the burrows of Magellanic penguins, where babies nestled in the openings tempted visitors to reach in and give them a pat; however, the tour guides advised against this, lest the balls of fluff shed their fleas onto the unsuspecting humans.

The tour continued north to Montevideo, Uruguay, where bird sightings included Harris hawk, a summer visitor to the southwestern United States.

The trip ended in the city of Buenos Aires, where urbanized birds such as the chalk-browed mockingbird took advantage of the few green spaces, and whistling herons and white-winged coots enjoyed the harbor. By the end of the journey, Fehrer and Spears had added more than 100 birds to their life lists, returning home with handmade jewelry for their wives and plenty of photos of their remarkable journey.

As the lights came up and the MWBC members and guests mentally returned to the meeting room, the group shared local sightings, which included whip-poor-wills, common nighthawks, a screech owl and green herons.

The excitement in birding comes from learning about local species, discovering uncommon visitors and migrants and exploring the birds of other locales.

The public is invited to attend any of the MWBC's monthly meetings, which take place at 7 p.m. (6:30 p.m. for refreshments) on the first Thursday of the month (September through May) at the Prince Edward County Extension Office.

The next event will be a trash cleanup and birding at the Rochelle Tract of the High Bridge Trail State Park Saturday, September 27. All are welcome.

The public is also invited to visit our booth at the Heart of Virginia Festival Saturday, Sept. 13 to learn more about the club.

Lee to lead retired teachers' group

A Buckingham County native has been named the executive director of the Tennessee Retired Teachers Association (TRTA).

Antoinette Lee assumed the executive director position effective Sept. 1.

The TRTA Board of Directors voted unanimously to appoint Lee during its meeting in August, ushering in a new chapter for the organization as it continues to advocate for retired educators across the state.

Antoinette Lee

A passionate and dedicated champion of public education, Lee brings decades of experience in education, advocacy and public service. Since 2001, she has served as a UniServ coordinator and lobbyist for the Tennessee Education Association, where she built a legacy of leadership and unwavering commitment to Tennessee's public-school educators.

"Antoinette's unique blend of government relations expertise, organizational leadership and educator advocacy makes her exceptionally well-suited to lead TRTA into its next phase," said TRTA President Elouise Jones.

A proud native of Buckingham County, Lee began her career in the early 1980s as a language arts teacher in special education and quickly became active in her local association, serving as president for five years.

Prior to joining the Tennessee Education Association, Lee worked for the Memphis Education Association, Alabama Education Association, and Arizona Education Association. She also completed an early-career internship with the Indiana State Teachers Association. She holds a bachelor's degree in special education and a master's degree in organizational management.

In 2017, Lee expanded her public service by entering elected office. She currently represents District 33 on the Metro Nashville City Council, a position to which she has been elected three times.

"I am honored and humbled to be chosen to lead TRTA and look forward to working with retired public-school educators across Tennessee as we continue to advocate for the best public schools for every student," Lee said. "Though I have retired from TEA, I will carry the friendships and experiences with me always."

DRAFT SOLAR FACILITY SITING AGREEMENT

This Solar Facility Siting Agreement (the "Agreement"), dated as of _____, 2025 (the "Effective Date"), is made by and between Prince Edward County, Virginia, a political subdivision of the Commonwealth of Virginia (the "County"), and Prince Edward Solar 2 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 043-A-36B (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;

find

WHEREAS, notwithstanding the foregoing, the County issued a Special Use Permit for the Project dated _____, 2025 (the "SUP"), which SUP 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 SUP, 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 Prince Edward 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. SUP Conditions. The Applicant acknowledges and agrees that it is bound by all the terms and conditions contained in the SUP. The SUP 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 SUP 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 SUP, 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 $12,500.00 one-time payment due within six (6) months of acceptance into the Shared Solar Program (as defined below) and $12,500.00 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 American Electric Power d/b/a Appalachian Power Company 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; provided, however, 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 the first year. 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, 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

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:

Douglas Stanley, County Administrator
Prince Edward County
111 N. South Street, Farmville, VA 23901

If to the Applicant:

Prince Edward Solar 2 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 KING WILLIAM 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 Prince Edward 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

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 Prince Edward 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 Prince Edward 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

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.

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]

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.

Prince Edward Solar 2 LLC, a Virginia limited liability company

By: _____

Name: _____

Title: _____

Date: _____

PRINCE EDWARD 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: $12,500.00 due within six (6) months of acceptance into the Shared Solar Program and $12,500.00 due within six (6) months of the Commercial Operation Date.

Annual Payments:

Annual Payment: $1,400 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.

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: $13,643.00, 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 should the Commercial Operation period be extended.

Annual Payment			
Year of Commercial Operation	Annual Payment	Escalation Rate	Cumulative Amount Paid
1	$7,000.00		$7,000.00
2	$7,000.00		$14,000.00
3	$7,000.00		$21,000.00
4	$7,000.00		$28,000.00
5	$7,000.00		$35,000.00
6	$7,700.00	10%	$42,700.00
7	$7,700.00		$50,400.00
8	$7,700.00		$58,100.00

9	$7,700.00		$65,800.00
10	$7,700.00		$73,500.00
11	$8,470.00	10%	$81,970.00
12	$8,470.00		$90,440.00
13	$8,470.00		$98,910.00
14	$8,470.00		$107,380.00
15	$8,470.00		$115,850.00
16	$9,317.00	10%	$125,167.00
17	$9,317.00		$134,484.00
18	$9,317.00		$143,801.00
19	$9,317.00		$153,118.00
20	$9,317.00		$162,435.00
21	$10,249.00	10%	$172,684.00
22	$10,249.00		$182,933.00
23	$10,249.00		$193,182.00
24	$10,249.00		$203,431.00
25	$10,249.00		$213,680.00
26	$11,274.00	10%	$224,954.00
27	$11,274.00		$236,228.00
28	$11,274.00		$247,502.00
29	$11,274.00		$258,776.00
30	$11,274.00		$270,050.00
31	$12,402.00	10%	$282,452.00
32	$12,402.00		$294,854.00
33	$12,402.00		$307,256.00
34	$12,402.00		$319,658.00
35	$12,402.00		$332,060.00
36	$13,643.00	10%	$345,703.00
37	$13,643.00		$359,346.00
38	$13,643.00		$372,989.00
39	$13,643.00		$386,632.00
40	$13,643.00		$400,275.00

EXHIBIT B

SPECIAL USE PERMIT

(To be attached once approved)

EXHIBIT C

FORM OF MEMORANDUM

Full exhibit follows

PREPARED BY AND RETURN TO:

Prince Edward Tax Map ID No. 043-A-36B

[NOTE TO CLERK: PRINCE EDWARD 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 **Prince Edward County, Virginia**, a political subdivision of the Commonwealth of Virginia (the "County") and **Prince Edward Solar 2 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 _____, 2025 (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 Prince Edward County Tax Map ID No. 043-A-36B (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 Prince Edward County on _____, 2025.

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 Prince Edward 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 Special

5. Use Permit approved by the County for the Project, and to make certain payments to the County.

6. 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.

7. 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:

PRINCE EDWARD 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 _____, 2025, appeared _____, who acknowledged that they executed the foregoing instrument in their capacity as _____ of Prince Edward County, Virginia, on behalf of said political subdivision of the Commonwealth of Virginia.

_____
Notary Public

My Commission Expires:_____

Notary Registration No. _____

WITNESS the following signature and seal:

Prince Edward Solar 2 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 _____, 2025, appeared _____, who acknowledged that they executed the foregoing instrument in their capacity as _____ of Prince Edward Solar 2 LLC, a Virginia limited liability company, on behalf of said company.

_____
Notary Public

My Commission Expires:_____

Notary Registration No. _____

PRINCE EDWARD SOLAR 2 PROJECT – EROSION & SEDIMENT CONTROL MEASURES AND CONSTRUCTION SEQUENCE

Prepared for:
Prince Edward County, Virginia – Planning Commission and Board of Supervisors
111 N. South Street, Farmville, VA 23901

EROSION AND SEDIMENT CONTROL MEASURES

Construction will be conducted in a manner that minimizes the potential for uncontrolled erosion and sediment migration. The main earth disturbance areas will be associated with the construction of the access road and equipment pad. No topsoil stripping or heavy grading is proposed. All erosion and sediment control measures were designed in accordance with the VADEQ Erosion and Sediment Control Manual to restrict erosion and sediment migration.

Erosion and sediment control measures will be in place prior to upslope earth disturbance. Additional details and notes regarding the erosion and sediment control measures are presented on the attached ESCP Drawings. Temporary and permanent erosion and sediment control measures will be required during the construction and post-construction phases of the project. These measures are described below and illustrated on the drawings. All BMPs shall be maintained as described in this plan.

Temporary Erosion and Sediment Control Measures

Temporary controls include various control structures and work practices that can be installed and implemented temporarily during construction. The following temporary controls will be utilized.

Compost Filter Socks

Compost Filter socks are a best management practice that can be used in lieu of filter fence. A filter sock is a tubular sediment control device filled with well-decomposed organic material (typically composted wood mulch). The filter sock traps sediment by filtering water that passes through the sock netting and filler material. The sock slows the flow of stormwater runoff, which causes the water to pond allowing solids and pollutants to settle. Filter socks work well on slopes and give sprouting seeds ample time to develop an intricate root system that will continue the task of stabilization after the filter socks decompose. Filter sock sizing calculations are provided in Appendix A. Details showing proper installation and maintenance are included on the drawings.

Erosion Control Products

Erosion Control Blankets

Erosion control blankets will be 100-percent biodegradable mats with an agricultural straw fiber matrix design for a typical functional longevity of approximately 12 months. The blanket will be of consistent thickness with the straw evenly distributed over the entire area of the mat. The blanket will be covered on the top and bottom sides with 100-percent biodegradable woven natural fiber netting. The top netting will consist of machine directional strands formed from two intertwined yarns with cross-directional strands interwoven through the twisted machine strands (commonly referred to as a Leno weave) to form a mesh. The blanket will be sewn with biodegradable thread. Installation staking patterns will be clearly marked on the erosion control blanket with environmentally safe paint. The blanket will be manufactured with a colored line or thread stitched along both outer edges to ensure proper material overlapping. The seed bed (including lime, fertilizer, and seed) will be prepared prior to the installation of the blankets. The areas to be blanketed should be smooth and uniform to ensure continuous contact between the blanket and the underlying soil. Blankets will be secured by biodegradable wooden stakes or staples and will be utilized along slopes (3H:1V and steeper).

Hydraulically Applied Erosion Control Product (HECP)

HECP is a hydraulically applied, 100% biodegradable, high performance – flexible growth medium (HP-FGM) composed of 100% recycled thermally refined wood fibers, crimped interlocking man-made biodegradable fibers, micro-pore granules, naturally derived cross-linked biopolymers and water absorbents. The HP-FGM is phytosanitized, free from plastic netting, requires no curing period, and upon application forms an intimate bond with the soil surface to create a continuous, porous, absorbent, and flexible erosion resistant blanket that allows for rapid germination and accelerated plant growth. Approved hydro-spraying machines with fan-type nozzles (50-degree tip) will be used for installation. To achieve optimum soil surface coverage, the HP-FGM will be applied from opposing directions. Slope interruption devices or water diversion techniques will be used when slope lengths exceed 100 feet on 3H:1V slope. For steeper slopes, shorter slope interruption lengths will be used. The application area will be measured and staked prior to installation to ensure proper application rates. The loading rates will be confirmed with the equipment manufacturer.

Rock Construction Entrance

Construction entrances minimize the amount of sediment leaving the site. A rock construction entrance(s) that is 100-feet long by 20-feet wide and includes a dedicated wash rack will be maintained at the site entrance(s). See plan set for more details. Any sediment deposited on

pavement adjacent to the construction areas will be removed at the end of each construction day. Culverts may be used to convey stormwater under rock construction entrances. Culverts will be installed a minimum of one foot below the RCE surface at a minimum of 2 percent slope to prevent sediment accumulation. Culverts will extend beyond the fill slope and discharge into a suitable outlet protection device to dissipate the energy at the outlet.

Permanent Erosion and Sediment Control Measures

Permanent measures proposed for this project include those specified below.

Native Revegetation

This BMP utilizes vegetation (i.e., native species) that does not require significant chemical maintenance. Native species have the greatest tolerances, resist pests, and require less fertilization. Suitable pollinator species will be included in selected seed mixes. Native revegetation assists in runoff volume reduction and water quality improvement. As species grow and mature, the volume of runoff would be expected to be lower compared to conventional permanent seeding. Water quality is improved by reducing the chemicals associated with fertilization.

Permanent Seeding

Disturbed areas will be stabilized with an erosion resistant grass cover. Seeding will be established in general accordance with the seeding specifications illustrated on the drawings. Upland and riparian areas may be held to different vegetative requirements, as noted on the drawings.

CONSTRUCTION SEQUENCE

All earth disturbance activities will proceed in accordance with the following sequence. Deviation from the plan must be approved in writing from the engineer.

1. An on-site preconstruction meeting will take place before starting any earth disturbance activities (including clearing and grubbing), and the owner or operator will invite all contractors involved in those activities, the landowner, the engineer, VADEQ and Prince Edward County will be notified of the preconstruction meeting at least seven (7) days before the meeting occurs.
2. At least seven (7) days before starting any earth disturbance activities, the engineer will notify all appropriate county and state officials of the intent to begin construction.

3. At least three (3) days before starting any earth disturbance activities, all contractors involved in those activities will notify the Virginia VA811 system to locate existing underground utilities.
4. The project limits of disturbance will be field located along with the locations of the E&S controls and other pertinent construction features.

The following is the sequence of construction for the project.

1. Install any necessary site signage to appropriately mark the site location and permitted site access point. Contractor to ensure all permits and approved plans are available onsite at all times.
2. Surveyor to stake-out the site in accordance with the approved land development, stormwater management, and erosion and sediment control drawings. This will include any sensitive existing features such as wetlands, floodway, stream boundaries/buffers, utilities, and setbacks. Proposed features should also be staked out to include the permitted limits of disturbance, fence line, access drive, equipment pads, racking piles, inverter locations, utility poles, stormwater management BMP's (if required), and erosion and sediment control features.
3. Once the site has been properly staked out, install the rock construction entrance(s) and any orange protection/exclusion fencing around sensitive environmental features as shown in locations shown on the drawings.
4. Clear and grub only as necessary for the installation of the erosion and sediment control measures as shown on the drawings. Work should begin in the portions of the disturbed area nearest to the site access, working from lower elevations to higher elevations to limit unnecessary land disturbance and traversing of the entire site with heavy machinery. Clearing and grubbing at the site shall be completed only where necessary and any disturbed areas shall be permanently stabilized.
5. Ensure that all filter sock and erosion and sediment control measures are in place and functioning properly prior to any other earth disturbance. No disturbance is allowed downgradient of the filter sock and erosion and control measures at any times.

   <u>Notes:</u>

   - Refer to the drawing details for specific BMP installation instructions.
   - Every effort must be taken to avoid earth disturbance and compaction. These installations must be accomplished with care. Construction should occur during normal weather conditions and avoid saturated ground conditions to limit earth disturbance and sedimentation. A licensed professional or designee shall monitor the

installation of the erosion and sediment control facilities to ensure their conformance to design standards.

6. Construct access road and any roadside swales in accordance with the plan drawings and details.
7. Construct temporary laydown areas and temporary stabilize. Place any temporary storage containers only within the areas designated as temporary lay-down and storage areas. Any temporary storage structures must be removed from the site post-construction.
8. Deliver and install permanent perimeter fencing and any access gates or man doors.
9. Once the site is secure, receive remaining deliveries and stockpile materials to include solar modules, racking piles, racking foundations, wire, inverters, etc. This equipment will be delivered palletized and stored in the temporary lay-down areas.
10. Any earthwork in areas with a slope of 3:1 or greater shall receive temporary erosion control matting as designated on the drawings. Contractor to immediately repair any rutting, excavations, or signs of erosion that has occurred at all times. At no point should earth disturbance be exposed for an extended duration.
11. Install racking piles using low-pressure ground equipment. Once racking piles are installed racking foundations can be installed.
12. Materials should be hauled using low-pressure tracked equipment to avoid creating disturbance down each of the solar array rows.
13. Install the remainder of the solar arrays electrical systems to include stringing, combiners, and homeruns. Trenching for electrical installation will be temporary in nature and will be immediately backfilled and restored/seeded upon approval by electrical inspector. Trenching shall be performed only during dry weather events. Inspections should be scheduled to avoid extended exposure periods with backfilling and restoration being an immediate priority.
14. Excavate areas for permanent equipment pads. Install sub-base and pour concrete. Similar to the installation of wiring and trenching, excavation of equipment pads and installation of foundations should occur during dry weather events with immediate installation and restoration/seeding.
15. Install transformer, switchgear, and other related electrical equipment on equipment pads. Install pole sequence and interconnections. Inspect all equipment and connections.
16. Install required signage and safety measures.

17. Complete site stabilization and permanent seeding.

    - Reclaim laydown areas and immediately have topsoil restored, replaced, or amended, seeded, mulched, or otherwise permanently stabilized and protected from accelerated erosion and sedimentation. Non-gravel areas will be reclaimed to meadow conditions, or better, and will be seeded and mulched to help stabilize the disturbed areas.

    - *Temporary Stabilization* – Upon temporary cessation of an earth disturbance activity or any stage or phase of an activity, the site will be immediately seeded, mulched, or otherwise protected from accelerated erosion and sedimentation pending future earth disturbance activities.

    - *Permanent Stabilization* – Upon final completion of an earth disturbance activity or any stage or phase of an activity, the site will immediately have topsoil restored, replaced, or amended, seeded, mulched, or otherwise permanently stabilized and protected from accelerated erosion and sedimentation.

11. Upon establishment of 90% uniform perennial vegetative cover over disturbed areas, the developer shall notify Prince Edward County and VADEQ for inspection prior to the removal of temporary erosion control measures.

12. Restore site to the satisfaction of the owner or owner's representative.

13. Upon completion of earth disturbance activities and installation of permanent best management practices, a notice of termination will be submitted to the VADEQ.

- All disturbed areas shall be stabilized immediately with rock and/or seeding and mulching.

- All earthmoving activities must incorporate measures to minimize accelerated erosion. The ESCP must be at the site of activity at all times and available for inspection by a representative of VADEQ.

All earth disturbance activities will proceed in accordance with the sequence provided in the plan drawings. **Deviation from the sequence must be approved in writing by Prince Edward County and VADEQ prior to implementation.**

VADEQ will be notified seven (7) days prior to the start of the project construction and prior to any plan changes.

Best Management Practices for Emerging Land Uses - Solar	Project specific comments
Facilities should be located within 2 miles of any existing transmission line corridor easement. Any generation lead lines (gen-tie) should be located underground or buffered to block visibility from roadways.	Project is located in close proximity to a transmission corridor.
The siting of facilities at least 1 mile away from the Sandy River Reservoir and Appomattox River is preferred.	Proposed project is not within 1 mile of Sandy River Reservoir and Appomattox River
The siting of facilities away from or completely screened from view of major corridors and scenic byways is preferred.	Site is completely removed from and screened from major corridors and scenic byways
The siting of facilities away from or completely screened from view of natural, cultural, and historic resources is preferred.	No known resources in the vicinity.
The siting of facilities on brownfield sites is preferred.	While brownfields are included in our searches, no suitable brownfield sites with access to interconnection appeared in our searches for this area
The siting of facilities away from densely residential areas is preferred.	The project is located at the rear of a larger farm parcel and not near any densely residential areas. There are a couple of rural residential properties to the south of the project with existing tree screening in between and additional tree buffers to be added as needed. The remainder of the project area is surrounded by forest, farmland and a small solar facility currently under construction.
Scenic viewsheds and vistas are important recreational and economic resources for the County, and the location and design of facilities should not detract from the existing value, aesthetics, or rural character of the viewsheds or vistas.	Project is located at the rear of a larger farm parcel, visibility from any roads or residential areas is very limited and there should be no negative impacts to local viewsheds or aesthetics
Facilities should be located a minimum distance of 1 mile from any Town boundary.	Northern property boundary is just over 1 mile from Pamplin town boundary
Facilities should avoid development of areas identified as Class IV or Class V for agricultural suitability as defined by the Virginia Department of Conservation and Recreation Agricultural Model and/or areas actively farmed within two years preceding an application, unless portions of the parcels utilized for the facility will continue to be farmed.	The project will be located in an area which is a mix of Class II, III, IV and V soils. Approximately 2/3 of the parcel will continure to be farmed and the project area will be returned to agriculture at the end of the lease.
Facilities should avoid development of areas with Forest Conservation Values or Ecological Cores rated High to Outstanding as defined by the Virginia Department of Conservation and Recreation and/or another equivalent state department.	There will be minimal tree removal and any trees removed will be from areas of Average to Moderate Conservation Value and no Ecological Core areas present per the Virginia Department of Conservation and Recreation mapping.
A minimum distance of two miles should be provided between utility-scale energy facilities of the same type.	There is an existing project under construction on the parcel immediately adjacent to the proposed project. Projects will share access road and connection to electric transmission line in an effort to minimize impacts. The combined size of the two projects is much less than a typical utility scale solar energy facility.
Wildlife Corridors should be incorporated in the design of facilities and the latest guidance of state environmental departments should be considered. For instance, the Virginia Department of Wildlife Resources has Solar Energy Facility Guidance which includes recommendations for wildlife passages and fencing.	The entire project will be less than the 40 acres recommended by Virginia DWR as a maximum size, fencing will be of a wildlife-permeable type and will be 96" high so that deer will be unlikely to enter the site.
Solar panels included as part of the same facility should be required to be sited on contiguous parcels to limit fragmentation and preserve rural character.	Solar panels will all be on the same parcel.
Facilities, including fencing and support equipment, should be significantly screened from the ground- level view of adjacent properties and rights-of-way by a buffer zone at least 150 feet wide that shall consist of natural vegetation and landforms and/or be landscaped with plant materials consisting of an evergreen and deciduous mix at least six feet in height at the time of planting. Landscaping materials should be native to the County and exclude the use of invasive species. Additional screening and/or setbacks may be proposed or required to mitigate for the potential impacts of a project owing to the location or design.	The project will be at the rear of a farm parcel, largely removed from view. In addition, natural vegetative screening will be provided in key locations to ensure minimal effect on surrounding properties. See the site plan and landscaping plan provided in the application for more details.
Facilities should provide maximum economic benefits to the County as demonstrated through an economic analysis.	The proposed project will provide significant revenue to Prince Edward County without any need for water, sewer, roads or schools. There will be no outlay by the county associated with the project either during construction or operation. The draft siting agreement provides details of proposed up front payments as well as ongoing payments for the life of the project. In addition there will be opportunities for sull time employment during construction and part time employment for the life of the project. Local residents will also have the opportunity to subscribe to the shared solar facility thereby saving money on their monthly bill while gaining access to green energy.
Facilities should ensure adequate planned water access for cooling purposes.	Does not apply to solar facilities, no water, sewer, roads or schools needed
Facilities should provide adequate education to local emergency services on best management practices and fire suppression.	Training will be provided to local emergency services before site becomes operational and on a yearly basis after that.

Natural Resources Impact Review
Prince Edward Solar 2 LLC
Prince Edward County, Virginia

Prepared for:

Prince Edward Solar 2 LLC
2530 Riva Road STE 200
Annapolis, MD 21401

Prepared by:

Area M Consulting, LLC
Environmental Consultants
2023 Alameda Street
Roseville, MN 55113
www.areamconsulting.com

AREAM

February 2026

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APPENDICES

INTRODUCTION

Area M Consulting (Area M) conducted a natural resources impact review for the Prince Edward Solar 2 LLC (Project) located in Prince Edward County, Virginia. The proposed Project is a 1.3MW community solar garden (CSG) consisting of a photovoltaic solar array supported on piles, an access road, vegetative screening, and infiltration pond, a temporary lay-down area, and various equipment pads. Potential Project impacts to federal and state threatened and endangered (T&E) species, critical habitat, birds, and other protected features (hereafter, "Sensitive Resources") were evaluated by Area M using United States Fish and Wildlife Service (USFWS), Virginia Department of Conservation and Recreation (VDCR), Virginia Department of Forestry (VDOF), and Virginia Department of Wildlife Resources (VDWR) databases. Area M conducted a subsequent field survey to assess T&E species habitat and opportunistically identify species present at the time. Each Sensitive Resource identified as potentially occurring with the Project was then designated an effects determination based on the desktop analysis and field survey. This study has been conducted to assist the Client with site planning, risk assessment, and to provide best-practice recommendations to mitigate impacts on Sensitive Resources.

ENVIRONMENTAL FRAMEWORK

Sensitive wildlife species, their associated habitats, and rare natural features are protected in Virginia under a range of federal and state laws, regulated by the USFWS, VDCR, VDOF, VDWR, and other agencies. Imperiled wildlife species, or those at risk of extinction either globally or locally (T&E species), migratory birds, native birds, game birds, and bald and golden eagles, are generally protected from "Take," defined as any action that harms, pursues, hunts, shoots, wounds, kills, traps, captures, or collects a species. These Sensitive Resources are protected under the following laws:

- Endangered Species Act of 1973 (ESA)
- Migratory Bird Treaty Act of 1918 (MBTA)
- Bald and Golden Eagle Protection Act (BGEPA)
- Virginia Endangered Species Act – 4VAC15-20-130

Although this Project does not have a state or federal nexus based on the provided information, "Take" remains prohibited and enforced by the relevant agencies.

PROJECT SETTING

The Project, encompassing 24.8 acres, is located 1.5 miles south of Pamplin, VA in Prince Edward County (Appendix A: Map 1 & 2) (Study Area). The Study Area encompasses a flat bench which slopes gently towards North Branch Spring Creek 0.3 miles to the east. The entire Study Area is agricultural and used as pastureland for cattle and/or hayland. Fragmented deciduous woodlands bound the eastern and southern extents of the Study Area. The western and northern edge are bounded by shelterbelts. Wetland and waterways are absent from the Study Area. The surrounding landscape is a mosaic of cropland, pastureland, and woodlands. The entire Study Area is private land. Small groups of trees may be removed for Project construction, but wetlands/waterways will not be impacted.

METHODOLOGY

Prior to fieldwork, Area M staff conducted a desktop assessment and database review to identify potential Sensitive Resources within and near the Study Area. The USFWS Information for Planning and Consultation (IPaC) tool (for federal species) was queried to obtain an Official Species List of Sensitive Resources known to occur within the Project vicinity.

The VDWR Wildlife Environmental Review Map Service (WERMS) dataset was reviewed to identify known records of federal and state-protected species, bald eagle concentration areas and roosting locations, bat roosting trees and hibernacula, colonial waterbird sites, and anadromous fish habitat within 2-miles of the Study Area. Additionally, a Natural Heritage Review (NHR) request was submitted to the DCR to query T&E species recorded within 100 feet of the Study Area.

Finally, Area M conducted a pedestrian field survey within the Study Area to document Sensitive Resources and associated habitats on February 20, 2026. The field survey aimed to summarize on-site habitat, document species present, and opportunistically identify Sensitive Resources. This survey was not intended as a substitute for species-specific surveys required or recommended for detecting targeted species.

These components were synthesized to identify potential Project impacts to Sensitive Resources. Area M has included an effects determination for each identified Sensitive Resource (Table 1). Aquatic species (e.g., mussels, fish) have been omitted from this review due to aquatic resource avoidance and the use of erosion/runoff mitigation. State species of Special Concern, state-protected plant species, and federal candidate species are omitted from this review due to their lack of protection on private land unless documented in the Natural Heritage Review.

RESULTS

Overall, three T&E species with the potential to occur with the vicinity of the Study Area species were identified.

- Monarch butterfly (*Danaus Plexippus*)
- Bald eagle (*Haliaeetus leucocephalus*)
- Migratory birds

The individual results of each query, database review, and field investigation are described below.

USFWS IPaC Review

Area M completed the IPaC review for the Project on February 23, 2026, to obtain an official list of federally protected species and critical habitats within the vicinity. The IPaC review identified one proposed threatened species (monarch butterfly) with the potential to occur within the Project vicinity (Appendix B) (USFWS, 2026). Critical habitat is absent from the Study Area.

Monarch butterfly

The monarch butterfly is likely the most well-known butterfly species in North America, ranging throughout the majority of the continental USA with famous overwintering sites in California and Mexico

(USFWS, 2025b). This species is large and conspicuous, with bright orange and black wings with white markings (USFWS, 2025c). The monarch utilizes a diverse suite of habitats during its life cycle but is obligated to lay its eggs on milkweed (*Asclepias spp.*), which the larvae feed and use as substrate until after metamorphosis. Nearby flowering plants are used as nectar sources during the summer. Although this species is not offered any official protection under the ESA or state statutes, it may be listed as Threatened under the ESA in the future. During the field survey, no milk weed was identified. Furthermore, the entire Study Area is pastureland and grazed/hayed annually. Due to the lack of observed milk weed and current agricultural land use, Area M has determined the Project will have No Effect on the monarch butterfly.

WERMS Review

The WERMS database was reviewed to confirm species observations (elements) within two miles of the Study Area. Natural resource features tracked by the WERMS database include:

- Bald eagle concentration areas and roosts
- Colonial waterbirds
- NLEB roost trees
- Bat hibernacula
- Observed species (all species)
- Wildlife corridors
- Anadromous Fish Habitat

The WERMS dataset includes 88 elements representing 26 unique species confirmed within two miles of the Study Area (Appendix A: Map 4, Table 1). No T&E species, bald eagle concentration areas, waterbird colonies, bat roost trees/hibernacula, wildlife corridors, or anadromous fish habitat have been identified within the Study Area or search radius. Note that known roost and winter habitat locations for the northern long-eared bat (*Myotis septentrionalis*), tri-colored bat (*Perimyotis subflavus*), and little brown bat (*Myotis lucifugus*) are absent from the Study Area and 2-mile radius.

Table 1. WERMS species observed within 2-miles of the Study Area

Common Name	Scientific Name	Group	Status[1]	Number of Observations[2]
Bass, large mouth	*Micropterus nigricans*	Fish	--	10
Bluegill	*Lepomis macrochirus*	Fish	--	8
Bluegill x redear sunfish	*Lepomis macrochirus x*	Fish	--	2
Bullhead, yellow	*Ameiurus natalis*	Fish	--	2
Chub, bluehead	*Nocomis leptocephalus*	Fish	--	2
Chub, creek	*Semotilus atromaculatus*	Fish	--	4
Dace, blacknose	*Rhinichthys atratulus*	Fish	--	4
Dace, mountain redbelly	*Chrosomus oreas*	Fish	--	4
Dace, rosyside	*Clinostomus funduloides*	Fish	--	4
Darter, fantail	*Etheostoma flabellare*	Fish	--	4
Darter, johnny	*Etheostoma nigrum*	Fish	--	2
Frog, upland chorus	*Pseudacris feriarum*	Amphibians	--	4
Lizard, eastern fence	*Sceloporus undulatus*	Reptiles	--	2
Madtom, margined	*Noturus insignis*	Fish	--	2
Perch, pirate	*Aphredoderus sayanus*	Fish	--	2
Pickerel, chain	*Esox niger*	Fish	--	2
Redear x green sunfish	*Lepomis microlophus x cyanellus*	Fish	--	2
Salamander, eastern red-backed	*Plethodon cinereus*	Amphibians	--	4
Salamander, southern two-lined	*Eurycea cirrigera*	Amphibians	--	2
Shiner, crescent	*Luxilus cerasinus*	Fish	--	4
Sucker, torrent	*Thoburnia rhothoeca*	Fish	--	4
Sucker, white	*Catostomus commersonii*	Fish	--	2
Sunfish, green	*Lepomis cyanellus*	Fish	--	2
Sunfish, redear	*Lepomis microlophus*	Fish	--	4
Toad, eastern narrow-mouthed	*Gastrophryne carolinensis*	Amphibians	--	2
Turtle, woodland box	*Terrapene carolina*	Reptiles	III	4

[1] FT-Federal Threatened; FE – Federal Endangered; ST – State Threatened; SE-State Endangered; SC-State Concerned; I-IV-VWAP Tier

<u>Migratory Bird Treaty Act – Native bird species</u>

A total of 490 bird species has been officially documented within Virgina, as observed by the Virginia Society of Ornithology (American Ornithologists' Union, 1998). Of these species, the majority are federally protected under the MBTA, a Treaty signed in 1918 to ensure the sustainability of populations of all migratory bird species. Notably, the MBTA protects species that are migratory and non-migratory; a total of 1,106 native bird species is protected by the USFWS under the MBTA. The IPAC query highlights the following MBTA-protected species of particular concern within the Project vicinity, representing birds with the highest conservation priorities (Birds of Conservation Concern).

- Bald Eagle (*Haliaeetus leucocephalus*)
- Cerulean Warbler (*Setophaga cerulea*)
- Chimney Swift (*Chaetura pelagica*)
- Eastern Whip-poor-will (*Antrostomus vociferus*)

- Grasshopper Sparrow (*Ammodramus savannarum perpallidus*)
- Prairie Warbler (*Setophaga discolor*)
- Red-headed Woodpecker (*Melanerpes erythrocephalus*)
- Wood Thrush (*Hylocichla mustelina*)

Species protected under the MBTA utilize a diverse range of habitats ranging from old growth forests to short-grass prairie to urban landscapes. Furthermore, nesting substrates for protected species include traditional trees, bare-ground, commercial structures, and cut banks. The comprehensive nesting season for Virginia birds is long, ranging from January for certain species to as late as November for others, though the typical nesting period is 1-2 months. This combination of diverse nesting habitats and wide-ranging nesting phenology creates difficulties in designing universal mitigation strategies for birds, specifically because mitigation strategies are most effective during nesting.

Generally, Area M recommends avoiding grading, earth-moving, and tree-removal May 15 - August 15, when the majority of bird species nest. If nesting birds are documented during Project activities, Area M recommends stopping construction activity near the nest and contacting USFWS or Area M for further guidance, which would likely include stopping work within a designated buffer until the nest either fledges or fails. Pre-construction nesting bird surveys can be performed as an alternative, to effectively clear the Project landscape prior to ground-disturbing activities or tree-removal. Area M did not identify any raptor stick nests during the survey.

For solar projects such as this, the USFWS recommends burying or installing collector lines beneath PV panels, co-locating generation tie lines with existing infrastructure, and limiting new generation tie lines to a maximum of two miles can help minimize bird collisions (USFWS, 2025e). Additionally, fence marking is a cost-effective measure that can be beneficial for certain bird species. The USFWS recommends that all new power lines incorporate avian-safe pole designs to reduce the risk of electrocution. Whenever possible, vegetation management should be scheduled outside of the nesting season.

Bald and golden eagles

Bald and golden eagles, the only two resident eagle species in North America, are provided further protection under the Bald and Golden Eagle Protection Act. Protections for these species extend to unoccupied nests. Only bald eagles are common in this region.

The Study Area does not contain suitable eagle nesting substrate, but mature trees are located within 0.25 miles. The WERMS dataset and Center of Conservation Biology (CCB) eagle nest mapping portal do not include records of bald eagle nests or roosts within 2 miles of the Study Area (CCB, 2026). Area M did not identify bald eagle nests within the viewshed of the Study Area. Area M recommends avoiding and minimizing disturbance near eagle nests, whenever practicable, if observed.

DCR Natural Heritage Data Review

The Virginia Department of Conservation and Recreation (DCR) maintains datasets of rare plants, animals, habitats, and natural communities in Virginia. These datasets are used for conservation planning, project review, biodiversity conservation, and protection of natural heritage resources. Area M submitted an official Project review request to the interactive Natural Heritage Data Explorer to obtain a list of potential or known protected species within the vicinity. The resulting letter has not yet been issued.

Field Review

During the field survey, suitable brooding and roosting habitat was not observed for species identified in the IPAC database. No state or federal T&E species were observed during the field survey. Representative photographs of habitat within the Study Area are provided in Appendix C.

CONCLUSIONS AND RECOMMENDATIONS

Three total Sensitive Resources with the potential to occur within the Project were identified through the database review in conjunction with the field survey. The USFWS, VDWR, and Area M have largely determined the Project will have "No Effect" on T&E species with tailored mitigation like avoiding key nesting or breeding seasons where slight risks remain. These determinations are due to the absence of habitat, lack of proposed habitat impacts (no tree removal), or lack of Sensitive Resource observations. However, the lack of known T&E species records within the Project vicinity does not confirm their absence. If tree removal does become necessary, Area M recommends clearing trees April 14 -September 1. Migratory bird species are present within the Project vicinity and will be nesting on the landscape from April - September. Area M recommends, when feasible, conducting construction work outside of bird nesting season to mitigate for potential Take of species protected under the MBTA.

The VDCR Natural Heritage Data Project review letter has not been issued at the time of publication of this report. The VDCR may provide list of T&E species known to occur within the Project vicinity and a list of recommended mitigation.

This assessment is based on project plans provided by the Client. Area M understands that the Project is entirely on Private land, does not receive federal funding, and does not require permitting through USFWS, VDCR, or VDWR. If the Project requires Environmental Species Act (ESA) Section 7/10 consultation through the USFWS, additional clearance surveys or further mitigation efforts may be required. Any alterations to project plans should be reviewed for impacts on potential Sensitive Resources. If any T& E species are identified during Project activities, the Client should immediately suspend work and contact the DWR, USFWS, or Area M for further instruction.

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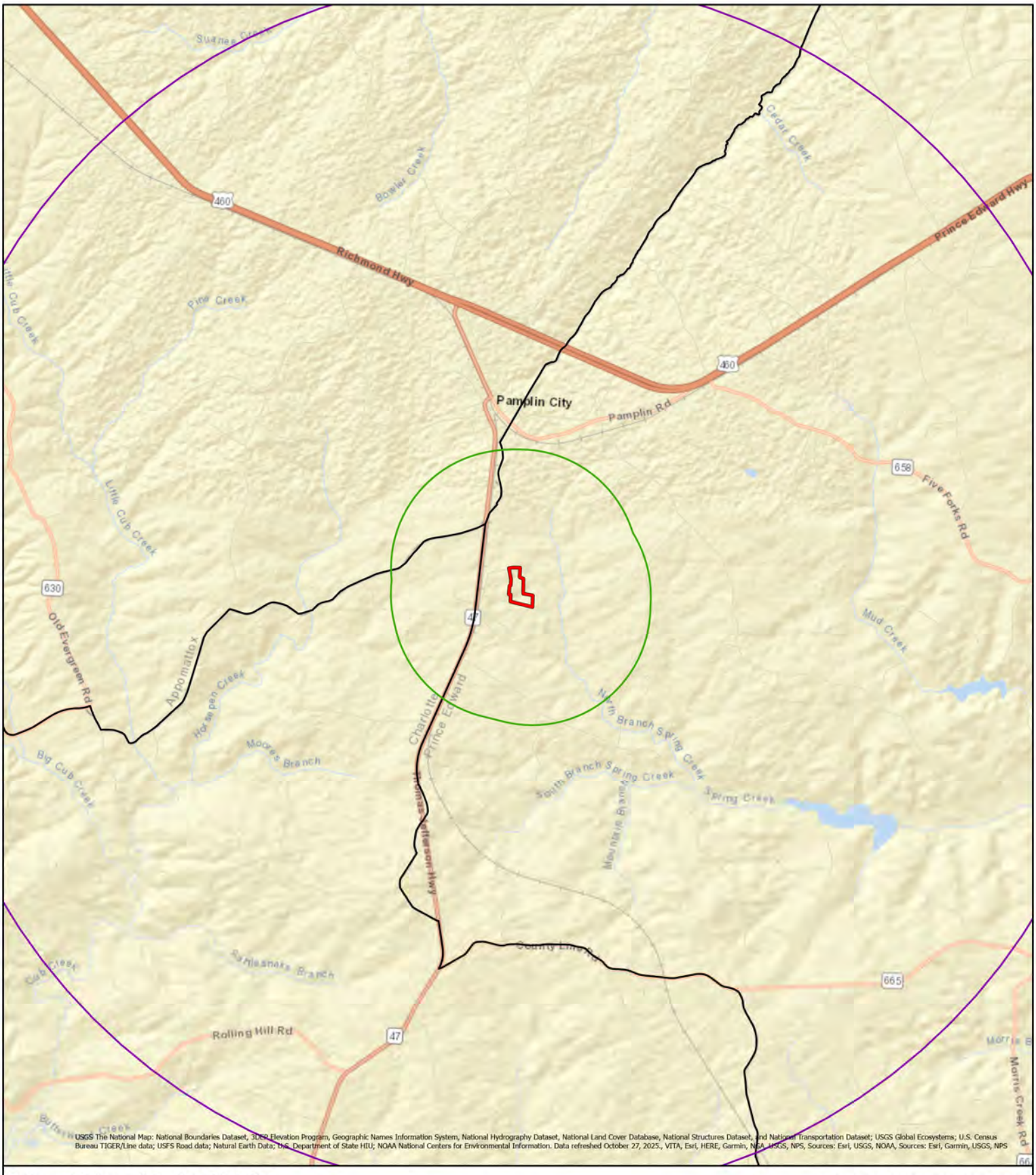
Appendix A:

Maps



Prince Edward Solar 2 LLC

Map 1. Location Map

Prince Edward County, VA

24.8 Acres

37.241356 Lat

-78.676189 Long

Study Area

Project Location

1-Mile Buffer

5-Mile Buffer

County Boundary

N

W

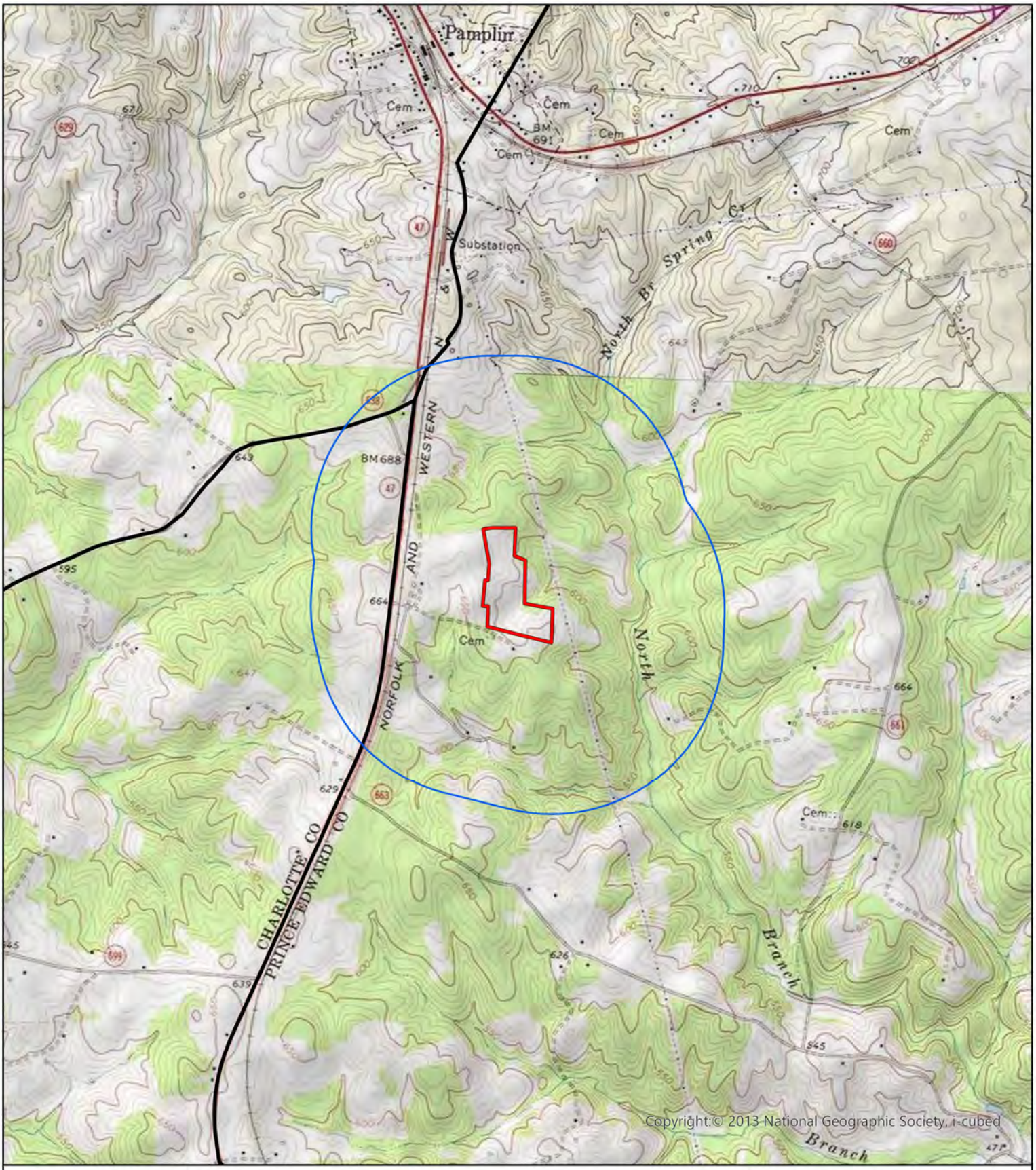
E

S

AREAM

0 0.25 0.5 1 Miles

1:70,000



Prince Edward Solar 2 LLC

Map 2. 1:24,000 Topographic Map

Prince Edward County, VA

Date Exported: 2/23/2026

Study Area

0.5-mile Buffer

N

W E

S

AREA M

Prince Edward Solar 2 LLC

Map 3. Aquatic Resources Map

Prince Edward County, VA

Date Exported: 2/23/2026

Study Area

NWI

NHD Flowline

NHD Waterbody

N

W

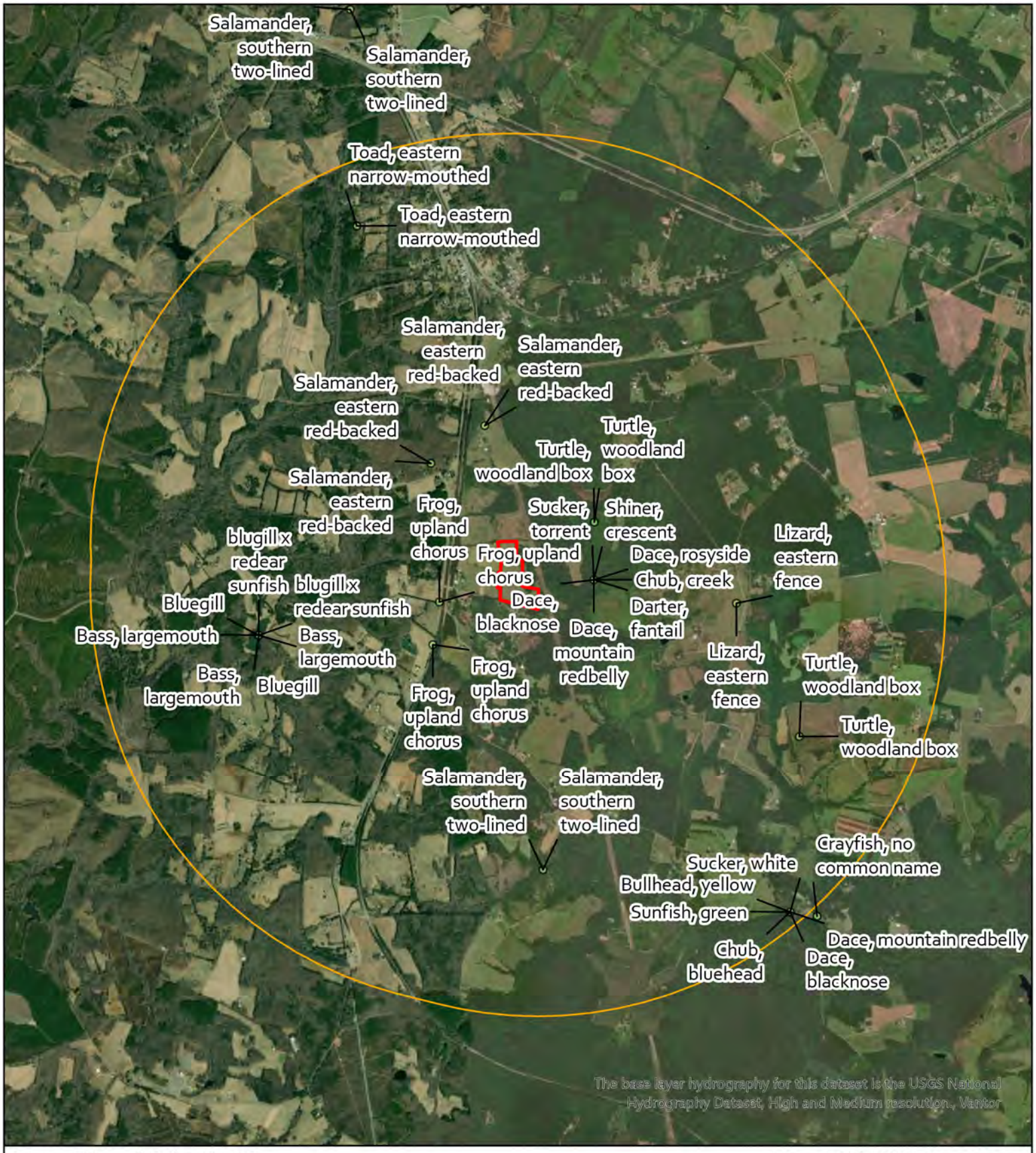
E

S

AREA M

0 75 150 300 Feet

1:2,970



Prince Edward Solar 2 LLC

Map 4. WERMS Resources

Prince Edward County, VA

Date Exported: 2/23/2026

- Study Area
- 2-Mile Buffer
- NLEB Roost
- All bat Hibernacula

Bald Eagle

- Roost
- Summer Concentration Area
- Winter Concentration Area
- Colonial Water Birds

- T&E Species Observations
- Species Observations - All
- Trout Streams
- Anadromous Fish Habitat

N

AREA M

0 2,000 4,000 Feet

Appendix B:

IPaC Official Species List

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Virginia Ecological Services Field Office
6669 Short Lane
Gloucester, VA 23061-4410
Phone: (804) 693-6694

In Reply Refer To: 02/23/2026 16:19:15 UTC
Project Code: 2026-0053345
Project Name: Prince Edward Solar 2 LLC

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*). Any activity proposed on National Wildlife Refuge lands must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts, see https://www.fws.gov/program/migratory-bird-permit/what-we-do.

It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures, see https://www.fws.gov/library/collections/threats-birds.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit https://www.fws.gov/partner/council-conservation-migratory-birds.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Project Code in the header of this

letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Bald & Golden Eagles
- Migratory Birds

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Virginia Ecological Services Field Office
6669 Short Lane
Gloucester, VA 23061-4410
(804) 693-6694

PROJECT SUMMARY

Project Code: 2026-0053345
Project Name: Prince Edward Solar 2 LLC
Project Type: Power Gen - Solar
Project Description: Ground mounted community solar facility proposed for construction in 2026-2027. Trees will not be removed. Wetlands will avoided.

Project Location:

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@37.2411959,-78.67642466679587,14z

Counties: Prince Edward County, Virginia

ENDANGERED SPECIES ACT SPECIES

There is a total of 1 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

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1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

INSECTS

NAME	STATUS
Monarch Butterfly *Danaus plexippus* There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/9743	Proposed Threatened

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

BALD & GOLDEN EAGLES

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act [2] and the Migratory Bird Treaty Act (MBTA) [1]. Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate avoidance and minimization measures, as described in the various links on this page.

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1. The Bald and Golden Eagle Protection Act of 1940.
2. The Migratory Birds Treaty Act of 1918.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

There are Bald Eagles and/or Golden Eagles in your project area.

Measures for Proactively Minimizing Eagle Impacts
For information on how to best avoid and minimize disturbance to nesting bald eagles, please review the National Bald Eagle Management Guidelines. You may employ the timing and activity-specific distance recommendations in this document when designing your project/

activity to avoid and minimize eagle impacts. For bald eagle information specific to Alaska, please refer to Bald Eagle Nesting and Sensitivity to Human Activity.

The FWS does not currently have guidelines for avoiding and minimizing disturbance to nesting Golden Eagles. For site-specific recommendations regarding nesting Golden Eagles, please consult with the appropriate Regional Migratory Bird Office or Ecological Services Field Office.

If disturbance or take of eagles cannot be avoided, an incidental take permit may be available to authorize any take that results from, but is not the purpose of, an otherwise lawful activity. For assistance making this determination for Bald Eagles, visit the Do I Need A Permit Tool. For assistance making this determination for golden eagles, please consult with the appropriate Regional Migratory Bird Office or Ecological Services Field Office.

Ensure Your Eagle List is Accurate and Complete
If your project area is in a poorly surveyed area in IPaC, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the Supplemental Information on Migratory Birds and Eagles, to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to bald or golden eagles on your list, see the "Probability of Presence Summary" below to see when these bald or golden eagles are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

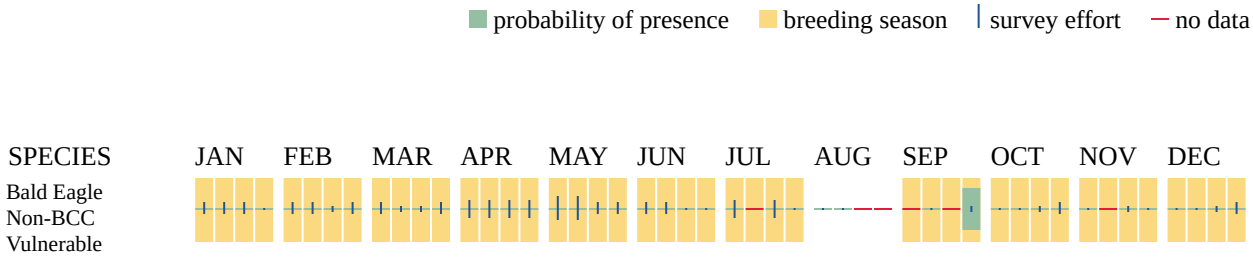
Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)
Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (–)
A week is marked as having no data if there were no survey events for that week.



Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

MIGRATORY BIRDS

The Migratory Bird Treaty Act (MBTA) [1] prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service (Service).

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1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the "Probability of Presence Summary" below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31
Cerulean Warbler *Setophaga cerulea* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/2974	Breeds Apr 28 to Jul 20
Chimney Swift *Chaetura pelagica* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9406	Breeds Mar 15 to Aug 25
Eastern Whip-poor-will *Antrostomus vociferus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/10678	Breeds May 1 to Aug 20
Grasshopper Sparrow *Ammodramus savannarum perpallidus* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/8329	Breeds Jun 1 to Aug 20
Prairie Warbler *Setophaga discolor* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9513	Breeds May 1 to Jul 31
Red-headed Woodpecker *Melanerpes erythrocephalus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9398	Breeds May 10 to Sep 10
Wood Thrush *Hylocichla mustelina* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9431	Breeds May 10 to Aug 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)
Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (–)
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Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

IPAC USER CONTACT INFORMATION

Agency: Private Entity
Name: Jonathan Knudsen
Address: 2023 Alameda Street
City: Roseville
State: MN
Zip: 55113
Email jknudsen@areamconsulting.com
Phone: 2082415280

Appendix C:

Field Photos

Representative pastureland/hayfield, viewed to the south from the northwestern corner of the Study Area

Representative pastureland/hayfield, viewed to the east towards a woodlot from the center of the Study Area

Representative pastureland/hayfield, viewed to northeast from the south-central portion of the Study Area

Representative pastureland/hayfield, viewed to the south from the west-central portion of the Study Area