



CAMDENCOUNTY
new energy. new vision.

PLANNING BOARD

July 19, 2017

7:00 PM

Regular Meeting

Historic Courtroom

Courthouse Complex

Agenda

**Camden County Planning Board
Regular Meeting
July 19, 2017, 7:00 PM
Historic Courtroom, Courthouse Complex**

ITEM I. Call to Order & Welcome

ITEM II. Consideration of Agenda

ITEM III. Consideration of Minutes - June 21, 2017

PB Minutes from June 21, 2017

ITEM IV. Public Comments

ITEM V. Old Business

ITEM VI. New Business

Item A. UDO 2017-06-14 Rezoning Old Swamp + Lilly Rds - Glen A Carey

1. UDO 2017-06-14 Rezoning Old Swamp + Lilly Rds - Glen a Carey

Item B. UDO 2017-06-15 Rezoning Sharon Ch Rd - Glen A Carey

1. UDO 2017-06-15 Rezoning Sharon Ch Rd - Glen a Carey

Item C. UDO 2017-06-04 SUP Camden Dam Solar

1. UDO 2017-06-04 SUP Camden Dam Solar

Item D. UDO 2017-06-07 SUP Sandy Solar LLC

1. UDO 2017-06-07 SUP Sandy Solar LLC

ITEM VII. Information from Board and Staff

ITEM VIII. Consider Date of Next Meeting - August 16, 2017

ITEM IX. Adjourn



**Camden County Planning Board
AGENDA ITEM SUMMARY SHEET**

Minutes

Item Number:

Meeting Date: July 19, 2017

Submitted By: Amy Barnett, Planning Clerk
Planning & Zoning
Prepared by: Amy Barnett

Item Title PB Minutes from June 21, 2017

Attachments: pbmins_06212017 (PDF)

Summary

Minutes from June 21, 2017 Planning Board Meeting

Recommendation

For your review and possible approval.

CAMDEN COUNTY PLANNING BOARD

Regular Meeting - June 21, 2017

Camden County Planning Board
Regular Meeting
June 21, 2017, 7:00 PM
Historic Courtroom, Courthouse Complex
Camden, North Carolina

MINUTES

The regular meeting of the Camden County Planning Board was held on June 21, 2017 in the Historic Courtroom, Camden, North Carolina. The following members were present:

CALL TO ORDER & WELCOME

Chairman Calvin Leary called the meeting to order at 7:00 PM.

Planning Board Members Present:

Attendee Name	Title	Status	Arrived
Calvin Leary	Chairman	Present	6:50 PM
Fletcher Harris	Board Member	Present	6:50 PM
Patricia Delano	Vice Chairman	Present	6:50 PM
Michael Etheridge	Board Member	Absent	
Rick McCall	Board Member	Absent	
Ray Albertson	Board Member	Present	6:50 PM
Steven Bradshaw	Board Member	Present	6:50 PM

Staff And Others Present

Staff Present:

Attendee Name	Title	Status	Arrived
Dan Porter	Planning Director	Present	6:50 PM
Dave Parks	Permit Officer	Present	6:50 PM
Amy Barnett	Planning Clerk	Present	6:30 PM

Others Present:

Name	Title	Company / Address	Purpose
Eddie Hyman	Engineer	E.T. Hyman Surveying	Rep. Applicant NB-A
Aaron Pippen	Adj Prop Owner	Sleepy Hollow Road	Speak Regarding NB-A
Joe Forbes	Adj Prop Owner	Sawyers Creek Rd	Speak Regarding NB-A
Miles Gregory	Adj Prop Owner	Sleepy Hollow Road	Speak Regarding NB-A
Jason Mizelle	Engineer	Eastern Carolina Eng.	Rep. Applicant NB-B

Attachment: pbmins_06212017 (1754 : PB Minutes from June 21, 2017)

CAMDEN COUNTY PLANNING BOARD

Regular Meeting – June 21, 2017

CONSIDERATION OF AGENDA

43

44

45

Motion to Approve Agenda As Presented

46

RESULT: PASSED [UNANIMOUS]

47

MOVER: Patricia Delano, Vice Chairman

48

SECONDER: Steven Bradshaw, Board Member

49

AYES: Leary, Harris, Delano, Albertson, Bradshaw

50

ABSENT: Etheridge, McCall

51

52

CONSIDERATION OF MINUTES (FEB, MAR, APR 2017)

53

54

Motion to Approve Minutes from 2-15-17 As Written

55

RESULT: PASSED [UNANIMOUS]

56

MOVER: Steven Bradshaw, Board Member

57

SECONDER: Ray Albertson, Board Member

58

AYES: Leary, Harris, Delano, Albertson, Bradshaw

59

ABSENT: Etheridge, McCall

60

61

Motion to Approve Minutes from 3-15-17 As Written

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RESULT: PASSED [UNANIMOUS]

63

MOVER: Ray Albertson, Board Member

64

SECONDER: Steven Bradshaw, Board Member

65

AYES: Leary, Harris, Delano, Albertson, Bradshaw

66

ABSENT: Etheridge, McCall

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68

Motion to Approve Minutes from 4-19-17 As Written

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RESULT: PASSED [UNANIMOUS]

70

MOVER: Ray Albertson, Board Member

71

SECONDER: Patricia Delano, Vice Chairman

72

AYES: Leary, Harris, Delano, Albertson, Bradshaw

73

ABSENT: Etheridge, McCall

74

75

PUBLIC COMMENTS

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None

78

79

OLD BUSINESS

80

81

None

Attachment: pbmins_06212017 (1754 : PB Minutes from June 21, 2017)

CAMDEN COUNTY PLANNING BOARD

Regular Meeting – June 21, 2017

82 **NEW BUSINESS**

83

84 *Item A: UDO 2017-05-21 Sketch Plan Sleepy Hollow Estates*

85

86 Dave Parks went over the Staff Report as incorporated herein below:

87

88

89 **STAFF REPORT**

90

91 **UDO 2017-05-21**

92

93 **Sketch Plan Sleepy Hollow Estates**

94

95 **Major Subdivision**

96

97 **PROJECT INFORMATION**

98

99 **File Reference:** UDO 2017-05-21

100

101 **Project Name:** Sleepy Hollow Estates

102

103 **PIN:** 02-8935-01-28-8169

104

105 **Applicant:** Daniel Cartwright

106

107 **Address:** 366 N. Gregory Rd, Shawboro, NC 27973

108

109 **Phone:** (252) 202-6645

110

111 **Email:**

112

113 **Agent for Applicant:** E.T. Hyman Surveying

114

115 **Address:** 133 U.S. Hwy 158 W., Camden, NC 27921

116

117 **Phone:** (252) 338-2913

118

119 **Email:**

120

121 **Current Owner of Record:**

122

123 **Application Received:** 9/26/16

124

125 **By:** David Parks, Permit Officer

126

127 **Application Fee paid:** \$2,400 Check #231

128

129 **Completeness of Application:** Application is generally complete

130

131 **Documents received upon filing of application or otherwise included:**

132

133 **A.** Land Use Application

134

135 **B.** Sketch / Yield Plan

136

137 **C.** Agent for Applicant letter

138

139 **D.** Deed

140

141 **E.** Perc Tests (2) from Albemarle Regional Health Services

142

143 **F.** TRC Inputs

144

145 **Meeting Dates:**

146

147 06/07/2017 Neighborhood Meeting

148

149 06/06/2017 Technical Review Committee

150

151 06/21/2017 Planning Board

152

153 **PROJECT LOCATION:**

154

155 **Street Address:** Off Sleepy Hollow Road Adjacent to address 312

156

157 **Location Description:** Courthouse Township

CAMDEN COUNTY PLANNING BOARD

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136 **REQUEST:**

137
 138 Sketch/Yield Plan Sleepy Hollow Estates Major Subdivision - 9 lots - Article 151.230 of the Code of
 139 Ordinances

140 **SITE DATA**

141
 142
 143 **Lot Size:** Approximately 23 acres
 144 **Flood Zone:** Zone AE/X
 145 **Zoning District(s):** Mixed Single Family Residential (R2)
 146 **Adjacent Property Uses:** Predominantly agriculture with some residential
 147 **Streets:** Shall be dedicated to public under control of NCDOT
 148 **Street/Subdivision Name:** Subdivision Name: Sleepy Hollow Estates
 149 Street Name: Blue Bill Way
 150 **Open Space:** Required: 12 acres x .05 = .61 acres
 151 **Landscaping:** Landscaping Plan required at Preliminary Plat.
 152 **Buffering:** Per Article 151.232(N), a 50' landscaped vegetative buffer required along all
 153 property lines that abut non-residential uses.
 154 **Recreational Land:** N/A

155
156 **ENVIRONMENTAL ASSESSMENT**

157
 158 **Streams, Creeks, Major Ditches:**
 159 **Distance & description of nearest outfall:**

160
161 **TECHNICAL REVIEW STAFF (SKETCH PLAN) COMMENTS**

- 162
 163 1. **South Camden Water.** Approved.
 164 2. **Albemarle Regional Health Department.** Approved.
 165 3. **South Camden Fire Department.** Reviewed with no comments.
 166 4. **Pasquotank EMS (Central Communications).** Subdivision name approved.
 167 5. **Sheriff's Office.** Approved.
 168 6. **Postmaster Elizabeth City.** No response.
 169 7. **Superintendent/Transportation Director of Schools.** Approved with comments.
 170 8. **Camden Soil & Water Conservationist.** Approved with comments. Outfall runs through adjacent
 171 property. Need to work with them on maintenance of ditch.
 172 9. **NCDOT.** No response.
 173 10. **Mediacom.** No response.
 174 11. **Century Link.** Reviewed no comments.

175
176 **PLANS CONSISTENCY**

177
 178 **CAMA Land Use Plan Policies & Objectives:** BOTH Consistent AND Inconsistent. CAMA Land
 179 Suitability Maps has land designated as Moderate Suitability and Future Land Use Maps has land
 180 designated as Low Density Residential.

181
 182 **2035 Comprehensive Plan:** Inconsistent. Property zoned R2 (Mixed Single Family Residential) prior to
 183 adoption of Comprehensive Plan Future Land Use Maps which has area designated as Rural
 184 Preservation.

185
 186 **Comprehensive Transportation Plan:** Consistent. Property abuts Sleepy Hollow Road (SR 1202).
 187

Attachment: pbmins_06212017 (1754 : PB Minutes from June 21, 2017)

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188 **FINDINGS REGARDING ADDITIONAL REQUIREMENTS:**

189
190 **Endangering the public health and safety?** No. In staff's opinion, application does not appear to
191 endanger public health and safety.

192
193 **Injure the value of adjoining or abutting property?** No. In staff's opinion, application does not appear
194 to injure the value of adjoining or abutting property. Current zoning allows for Double-wide, Modular and
195 Site built homes, consistent with the area.

196
197 **EXCEED PUBLIC FACILITIES:**

198
199 **Schools:** YES; Proposed development will generate 6 students (.67 per household x 9 lots). High
200 School over capacity: **2016/2017 capacity: 570, Enrollment: 607.**

201
202 **Fire & Rescue:** No. Approved.

203
204 **Law Enforcement:** No. Approved.

205
206 **Staff's Recommendation:**

- 207
208 1. Need to look at obtaining drainage easements from adjacent property owners to the outfalls.
209 2. Consider all TRC Comments.

210 -----
211
212 Dave Parks introduced Eddie Hyman, agent for the applicant, who spoke briefly regarding this
213 development. After Mr. Hyman spoke, Dave Parks opened the floor to public comment.

214
215 *Aaron Pippen, Adjacent Property Owner, Sleepy Hollow Road*

- 216 • Boundary lines unclear between 2 different surveys.
217 • Property down side, about 200 feet overlap

218
219 Mr. Hyman addressed the boundary line issue saying that the area Mr. Pippen referred to was not
220 proposed as part of the subdivision. Mr. Hyman added that there may be a litigation issue
221 regarding the area referred to and so he could not discuss that area except to say that it was not
222 part of the proposed subdivision.

223
224 Mr. Pippen stated that he believes the boundary line issue should be cleared up prior to the
225 subdivision moving forward.

226
227 Mr. Hyman added that for this development, they are not working in that area and the boundary
228 line issues will not affect this development.

229
230 Steven Bradshaw asked about the original number of lots, which was originally stated as 17.
231 Dave Parks stated that it was dropped down to 9 lots so as to not include the 11 acre residual area
232 whereupon the boundary line is at issue. Mr. Hyman added that after adjudication of that parcel
233 clears up the boundary line issues, a new application for further development may be submitted
234 at a later date. Only the 9 lot parcel is under consideration at this time.

235
236 Fletcher Harris asked if the drainage is affected by the 11 acre residual parcel. Mr. Hyman stated
237 that it is not.

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238 Chairman Calvin Leary re-iterated what Mr. Hyman had stated, that the 11 acre residual parcel
 239 will not have any affect on the 9 lot proposed subdivision for which the sketch plan is under
 240 consideration at this time. Dan Porter added that when the boundary lines are cleared up, if the
 241 developer wishes to develop that other parcel, he will have to submit an entirely new application
 242 for a new development since that parcel is not included in any way at this time.

243
 244 Mr. Phippen briefly inquired regarding the drainage on the other parcel. Dan Porter replied that
 245 prior to any development on the other parcel, a Drainage Plan will be required, and will be
 246 reviewed by the County's Stormwater Engineer. If the other parcel is developed in the future,
 247 regulations stipulate that the previous development / parent parcel has to be taken into
 248 consideration when they develop the drainage plan it.

249

250 Joe Forbes, Adjacent Property Owner, Sawyers Creek Road

- 251 • Concerned about drainage. Stated it goes through his property, through his woods.

252
 253 Mr. Hyman spoke briefly regarding the location of where water drains through to the outfall
 254 ditch. He added that at Preliminary Plat, he will be in contact with Mr. Forbes to address issues
 255 such as an easement for drainage and stormwater design. Tonight's proceedings are just
 256 conceptual in nature.

257

258 Miles Gregory, Adjacent Property Owner, Sawyers Creek Road

- 259 • Also concerned regarding the boundary lines and overlap issues.
- 260 • Feels the boundary issue should be cleared up prior to any development.

261
 262 Dave Parks re-iterated that the development under consideration at this time does not include the
 263 property whereupon there is a boundary line issue. Mr. Parks added that before the 11 acre
 264 parcel, which is the subject of the boundary line dispute, can be developed the developer will
 265 have to come back before the Planning Board with a whole new application and that hopefully
 266 by the time that happens the property line dispute will have been resolved. What is under
 267 consideration at this time is the 9 lot subdivision located on the south-eastern portion of the
 268 parcel.

269
 270 Dan Porter stated that before the developer can develop the 11 acre parcel which is the subject of
 271 the dispute, the property line dispute will have to be resolved before they can apply for further
 272 development.

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273 At this time Chairman Calvin Leary asked if there were any further public comments. Hearing
 274 none, he entertained a motion.

275

276 ***Motion to Approve UDO 2017-05-21 Sketch Plan Sleepy Hollow Estates***

277	RESULT:	PASSED [UNANIMOUS]
278	MOVER:	Fletcher Harris, Board Member
279	SECONDER:	Steven Bradshaw, Board Member
280	AYES:	Leary, Harris, Delano, Albertson, Bradshaw
281	ABSENT:	Etheridge, McCall

282

283

284 ***Item B: UDO 2016-09-14 Special Use Permit Preliminary Plat Sandy Hook Crossing***

285

286 ***Motion to Recuse Steven Bradshaw***

287 Steven Bradshaw is the applicant for UDO 2016-09-14 Special Use Permit
 288 Preliminary Plat Sandy Hook Crossing, therefore he has asked to be recused from the
 289 consideration of this item. He will not sit at the Board nor participate in any
 290 deliberations regarding this item.

291

292

293	RESULT:	PASSED [UNANIMOUS]
294	MOVER:	Fletcher Harris, Board Member
295	SECONDER:	Ray Albertson, Board Member
296	AYES:	Leary, Harris, Delano, Albertson, Bradshaw
297	ABSENT:	Etheridge, McCall

298

299 Dan Porter went over the Staff Findings of Facts as incorporated herein below:

300

301

302 **STAFF FINDINGS OF FACTS**

303 **SPECIAL USE PERMIT**

304 **UDO 2016-09-14**

305 **PRELIMINARY PLAT**

306 **SANDY HOOK CROSSING**

307

308 **PROJECT INFORMATION**

309

310 **File Reference:** UDO 2016-09-14
 311 **Project Name:** Sandy Hook Crossing
 312 **PIN:** 03-8964-00-94-3691-0000
 313
 314 **Applicant:** Sandy Hook Crossing LLC, Steve Bradshaw
 315 **Address:** 102 Avery Drive, Shiloh, NC, 27974
 316 **Phone:** (252) 455-1028
 317 **Email:**

CAMDEN COUNTY PLANNING BOARD

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318 **Agent for Applicant:** Eastern Carolina Engineering, Jason Mizelle
 319 **Address:** 154 US Hwy 158 East, Camden, NC, 27921
 320 **Phone:** (252) 335-1888
 321 **Email:**

322
 323 **Current Owner of Record:** Same as Applicant

324
 325 **Application Received:** 5/15/2017
 326 **By:** David Parks, Permit Officer

327
 328 **Application Fee Paid:** \$3,200; Check # 1003

329
 330 **Completeness of Application:** Application is generally complete

331
 332 **Documents received upon filing of application or otherwise included:**

- 333 **A.** Land Use Application
 334 **B.** Preliminary Plat (10 Copies)
 335 **C.** Construction Drawings (2 Copies)
 336 **D.** Perc Tests (16) from Albemarle Regional Health Services
 337 **E.** Approval letter for Drainage Plan
 338 **F.** Technical Review Committee inputs

339
 340 **Meeting Dates:**
 341 06/06/2017 Technical Review
 342 06/21/2017 Planning Board

343
 344 **PROJECT LOCATION**

345
 346 **Street Address:** Property fronted by Bartlett and Sandy Roads
 347 **Location Description:** Shiloh Township

348
 349 **REQUEST:** Special Use Permit Preliminary Plat Sandy Hook Crossing Major Subdivision - 16 lots
 350 **Article 151.230 of the Code of Ordinances.**

351
 352 **SITE DATA**

353
 354 **Lot Size:** Approximately 22 acres
 355 **Flood Zone:** Zone X (Located outside the 100 year flood)
 356 **Zoning District(s):** Basic Residential (R3-1)
 357 **Adjacent Property Uses:** Predominantly agriculture with some residential
 358 **Streets:** Shall be dedicated to public under control of NCDOT
 359 **Street Name:** Sheba Court
 360 **Open Space:** Required: 22 acres x .05 = .44; Provided 4.97 acres
 361 **Landscaping:** Provided in Construction Drawings
 362 **Buffering:** Per Article 151.232(N), a 50' landscaped vegetative buffer required along all
 363 property lines that abut non-residential uses.
 364 **Recreational Land:** N/A (Under required 30 lot minimum)

365
 366 **ENVIRONMENTAL ASSESSMENT**

367
 368 **Streams, Creeks, Major Ditches:** None
 369 **Distance & Description of Nearest Outfall:** ¼ mile across Sandy Hook Road through farm field ditch
 370 out to Crooked Creek.

Attachment: pbmins_06212017 (1754 : PB Minutes from June 21, 2017)

CAMDEN COUNTY PLANNING BOARD

Regular Meeting – June 21, 2017

371 **TECHNICAL REVIEW STAFF (PRELIMINARY PLAT) COMMENTS**

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1. **South Camden Water.** Approved.
2. **Albemarle Regional Health Department.** Perc test completed on all lots.
3. **South Camden Fire Department.** Approved.
4. **Postmaster Elizabeth City.** Did not attend TRC. Community Mail Box location on plans.
5. **Army Corps of Engineers.** Delineation complete. No wetlands on site.
6. **Superintendent Camden County Schools.** Did not attend TRC or respond.
7. **Superintendent/Transportation Director of Schools.** Approved with Comments.
8. **Sheriff's Office.** Approved.
9. **Camden Soil & Water Conservationist.** Reviewed no comments.
10. **NCDOT.** Approved.
11. **Mediacom.** Did not attend TRC meeting.
12. **Albemarle EMC.** Approved.
13. **Century Link.** Reviewed no comments.
14. **Pasquotank EMS.** Approved.

PLANS CONSISTENCY

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CAMA Land Use Plan Policies & Objectives: Consistent. Land Suitability Maps (below) reflect Moderate Suitability for the property proposed to be subdivided.

2035 Comprehensive Plan: Inconsistent. Property zoned R3-1 (farmland) is inconsistent with Comprehensive Plan as area to be subdivided is designated as Rural Preservation.

Comprehensive Transportation Plan: Consistent. Property abuts Sandy Hook (SR 1107) and Bartlett Road (SR 1118).

FINDINGS REGARDING ADDITIONAL REQUIREMENTS:

Endangering the public health and safety? No; Staff's opinion is that application does not appear to endanger the public health and safety.

Injure the value of adjoining or abutting property? No; Without any evidence to the contrary - staff's opinion is that application does not appear to injure the value of adjoining or abutting property.

Harmony with the area in which it is located? Yes AND NO; Property was rezoned to R3-1 (one acre lots) in February 2012. Comprehensive Plan has property identified as Rural Preservation.

EXCEED PUBLIC FACILITIES:

Schools: Yes; Proposed development will generate 11 students (.67 per household x 16 households). High School over capacity: **2016/2017 capacity: 570; Enrollment: 607.**

Fire and Rescue: No; Approved by the South Camden Fire Chief.

Law Enforcement: No; Approved by Sheriff's Office.

Attachment: pbmins_06212017 (1754 : PB Minutes from June 21, 2017)

CAMDEN COUNTY PLANNING BOARD

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PLANNING STAFF RECOMMENDATION:**Planning Staff recommends approval of the Special Use Permit for Preliminary Plat Sandy Hook Crossing with the following conditions:**

1. The applicant must strictly abide by all requirements of the Unified Development Ordinance of Camden County, North Carolina, and must also strictly comply with all other local, state, and federal ordinances, laws, rules and regulations as one or more ordinances, laws, rules and regulations may apply to this development.
2. The applicant shall complete the development strictly in accordance with the approved Preliminary Plat and specification submitted to the Planning Office of Camden County, North Carolina, and contained in the file titled UDO 2016-09-14.
3. No land disturbing activities shall start until the Camden County Planning Department receives approved DENR Stormwater Permit and Erosion & Sedimentation Control Plan for the development.
4. All lots shall be crowned to where the dwelling is located to an elevation at or above the 100 year flood as indicated in the Construction drawings listed as Building Pad Elevations. These elevations shall be verified by a Surveyor or Engineer licensed to do business in North Carolina prior to final inspection for the dwelling.
5. Developer shall make reasonable efforts to obtain off site drainage / maintenance easements to the outfall.
6. Developer and/or Home Owners Association shall provide Camden County certification by a licensed North Carolina Engineer of compliance with approved Drainage Plan for Sandy Hook Crossing every five years starting from the recording of Final Plat in the Camden County Registry of Deeds.
7. Home Owners Restrictive Covenants shall include the following information:
 - a. All requirements (to include Maintenance and allowable built upon area) listed under NCDENR Stormwater Permit.
 - b. Maintenance requirements of the outfall ditch leading into Crooked Creek.
 - c. The re-certification to the County of the approved drainage plan every five years from date of recording of Final Plat.
 - d. Maintenance of all open space and improvements throughout the subdivision.
8. If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this approval in its entirety shall be void and have no effect.

At this time, Mr. Porter introduced Mr. Jason Mizelle, the agent for the applicant.

Jason Mizelle, Engineer/Agent for Applicant, Eastern Carolina Engineering

- Lot layouts are unchanged between the sketch plan and preliminary plat
- Drainage design has been submitted to both County and State

Dan Porter stated that the County Engineer is still reviewing the Stormwater Plan, and any approval by the Planning Board will be subject to the approval of the Stormwater Plan.

Mr. Mizelle added the following:

- The 2 open space areas will have wet ponds for drainage/stormwater retention
- Water line is a 6" line up to the hydrant, then 4" around the end of the cul-de-sac
- Water pressure for Fire Flow is better than originally expected, so no problem with fire suppression ability
- Soil & Water, and EMS have been submitted and are currently being reviewed
- Lots drain to lot line swales then ditches that drain to the ponds
- Ponds have spillways that drain to ditches at the perimeter of the property

CAMDEN COUNTY PLANNING BOARD

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469 Chairman Calvin Leary asked what kind of homes would be built. Steve Bradshaw responded
470 that they would be Stick Built homes.

471
472 Dan Porter stated that the Public Hearing for this would be set for August 7, 2017.

473
474 Chairman Calvin Leary asked if there were any further questions or comments from Board or
475 Staff. Hearing none, he entertained a motion.

476
477 ***Motion to Approve UDO 2016-09-14 Special Use Permit Preliminary Plat Sandy Hook***
478 ***Crossing with Conditions as stated in Staff Findings***

479	RESULT:	PASSED [4 TO 0]
480	MOVER:	Ray Albertson, Board Member
481	SECONDER:	Patricia Delano, Vice Chairman
482	AYES:	Leary, Harris, Delano, Albertson
483	ABSENT:	Etheridge, McCall
484	RECUSED:	Bradshaw

485
486 **INFORMATION FROM BOARD AND STAFF - NONE**

487
488 **CONSIDER DATE OF NEXT MEETING - JULY 19, 2017**

489
490 **ADJOURN**

491
492 ***Motion to Adjourn***

493	RESULT:	PASSED [UNANIMOUS]
494	MOVER:	Ray Albertson, Board Member
495	SECONDER:	Fletcher Harris, Board Member
496	AYES:	Leary, Harris, Delano, Albertson, Bradshaw
497	ABSENT:	Etheridge, McCall

498
499 Meeting Adjourned at 7:40 PM.

500
501
502
503 _____
504 *Chairman Calvin Leary*
505 *Camden County Planning Board*

506 *ATTEST:*
507
508
509 _____
510 *Amy Barnett*
511 *Planning Clerk*



**Camden County Planning Board
AGENDA ITEM SUMMARY SHEET**

New Business

Item Number: 6.A.1

Meeting Date: July 19, 2017

Submitted By: Dave Parks, Permit Officer
Planning & Zoning
Prepared by: Amy Barnett

Item Title UDO 2017-06-14 Rezoning Old Swamp + Lilly Rds - Glen a
Carey

Attachments: UDO 2017-06-14 Rezoning Old Swamp + Lilly Rds - Glen A
Carey (PDF)

Summary

Glen A. Carey has applied to rezone approximately 24 acres at the corner of Old Swamp and Lilly Roads in South Mills Township from Basic Residential R3-2 to R3-1.

Recommendation

Consider application and motion to either approve or not approve.

Ordinance No. 2017-07-02

**An Ordinance
Amending the Camden County
Zoning Map
Camden County, North Carolina**

Article I: Purpose

The purpose of this Ordinance is to amend the Zoning Map of Camden County, North Carolina, which was originally adopted by the County Commissioners on December 20, 1993, and subsequently amended.

Article II. Amendment to Zoning Map

The Official Zoning Map of Camden County, North Carolina, which was adopted on December 20, 1993, and subsequently amended, is hereby amended as follows:

The property currently shown in the Camden County Tax Assessor’s Office as PIN 01-7090-00-73-2313 is hereby re-zoned from Basic Residential (R3-2) to Basic Residential (R3-1).

Article III. Penalty

1. Violations of the provision of this Ordinance or failure to comply with any of its Requirements, including violations of any conditions and safeguards established in connection with grants of variances or Special Use or Conditional Use Permits, shall constitute a misdemeanor, punishable by a fine of up to five-hundred (\$500) dollars or a maximum thirty (30) days imprisonment as provided in G. S. 14-4.
2. Any act constituting a violation of the provisions of this Ordinance or a failure to comply with any of its requirements, including violations of any conditions and safeguards established in connection with the grants of variances or Special Use or Conditional Use Permits, shall also subject the offender to a civil penalty of one-hundred (\$100) dollars for each day the violation continues. If the offender fails to pay the penalty within ten (10) days after being cited for a violation, the penalty may be recovered by the county in a civil action in the nature of debt. A civil penalty may not be appealed to the Board of Adjustment if the offender was sent a final notice of violation in accordance with Article 151.568 and did not take an appeal to the Board of Adjustment within the prescribed time.
3. This Ordinance may also be enforced by any appropriate equitable action.

- 4. Each day that any violation continues after notification by the administrator that such violation exists shall be considered a separate offense for purposes of the penalties and remedies specified in this section.
- 5. Any one, all or any combination of the foregoing penalties and remedies may be used to enforce this Ordinance.

Article IV. Severability

If any language in this Ordinance is found to be invalid by a court of competent jurisdiction or other entity having such legal authority, then only the specific language held to be invalid shall be affected and all other language shall be in full force and effect.

Article V. Effective Date

This Ordinance is effective upon adoption.

Adopted by the Board of Commissioners for the County of Camden this day of 2017.

County of Camden

Clayton Riggs, Chairman
Camden County Board of Commissioners

ATTEST:

Karen Davis
Clerk to the Board

(SEAL)

STAFF REPORT**UDO 2017-06-14
Zoning Map Amendment****PROJECT INFORMATION**

File Reference:	UDO 2017-06-14	Application Received:	6/9/17
Project Name;	N/A	By:	David Parks, Permit Officer
PIN:	01-7090-00-73-2313	Application Fee paid:	\$790 Check #18684
Applicant:	Glen A. Carey	Completeness of Application:	Application is generally complete
Address:	P.O. Box 211 South Mills, NC	Documents received upon filing of application or otherwise included:	
Phone:	(252) 333-8596	A.	Rezoning Application
Email:		B.	Health Department Soil Evaluation
Agent for Applicant:		C.	Aerial of portion of property requested to be rezoned.
Address:		D.	Deed
Phone:		E.	GIS Aerial, existing zoning, Comprehensive Plan future land use and CAMA Land Use Plan Suitability Maps
Email:			
Current Owner of Record:	Same as applicant		
Meeting Dates:			
7/19/2017	Planning Board		

PROJECT LOCATION:

Street Address: Property located intersection of Old Swamp and Lilly Roads.
Location Description: South Mills Township

Vicinity Map:



REQUEST: Rezone approximately 24 acres from Basic Residential (R3-2) to Basic Residential (R3-1)

From: Basic Residential (R3-2)

To: Basic Residential (R3-1)

The R3 Districts are designed to provide for low density residential development in areas that are adjacent to those areas primarily devoted to agriculture. Subdivision in the R3-2 district requires a minimum of two acres per lot.

The R3 Districts are designed to provide for low density residential development in areas that are adjacent to those areas primarily devoted to agriculture. Subdivision in the R3-1 district requires a minimum of one acre per lot.

SITE DATA

Lot size: Approximately 24 acres.
Flood Zone: Shaded X/AE (100 year flood)
Zoning District(s): Basic Residential (R3-2)
Existing Land Uses: Agriculture

Adjacent Zoning & Uses:

	North	South	East	West
Zoning	Basic Residential (R3-2)	Basic Residential (R3-2)	Residential (R3-2) (R2)	Basic Residential (R3-2)
Use & size	Farmland/Some Housing	Tar Corner Subdivision	Farmland/Two Houses	Farmland

Proposed Use(s):

The Uses will remain the same; just the density change is requested from two to one acre.

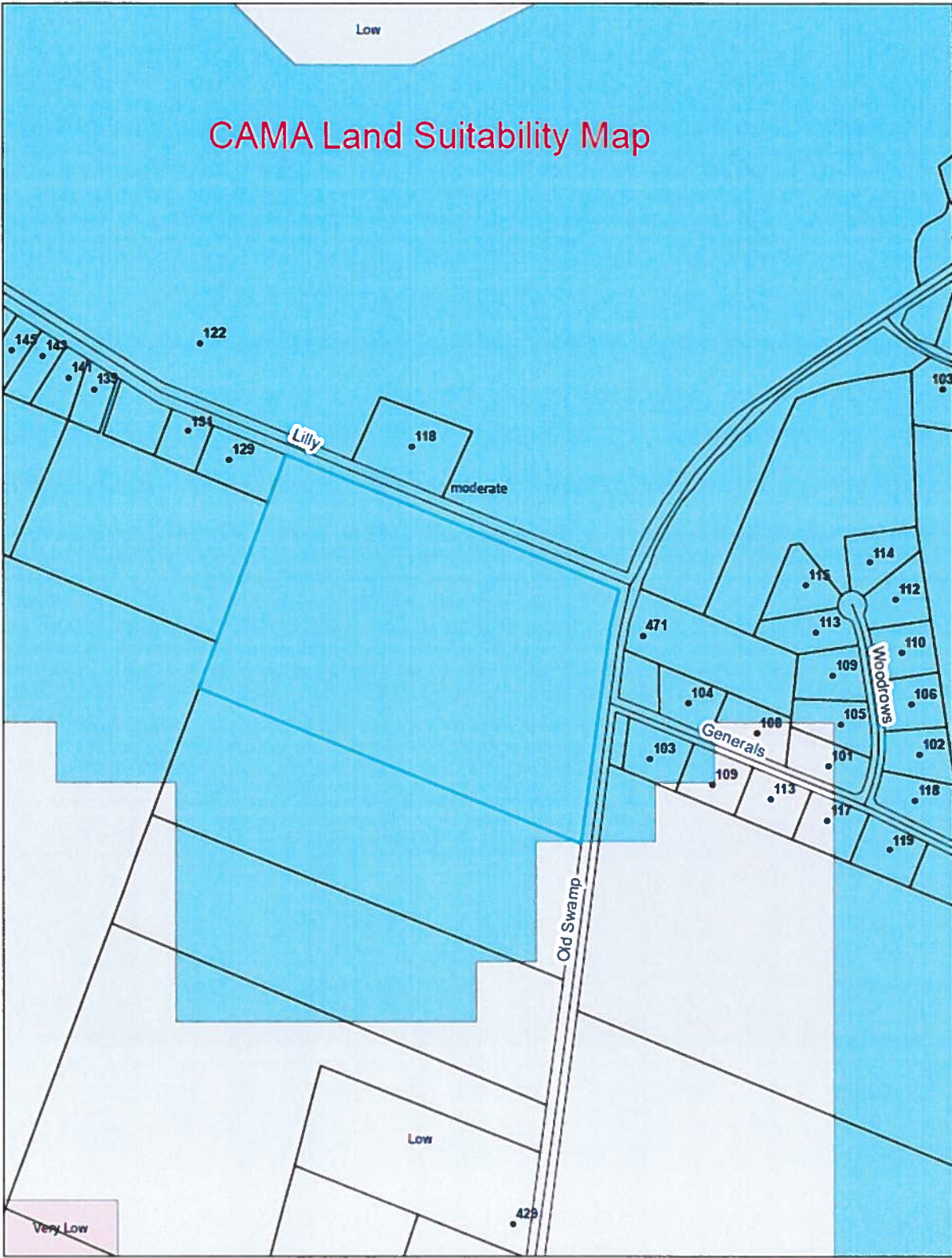
Description of property:

Property abuts Old Swamp Road and Lilly Roads. Property has been in farm use for quite some time.

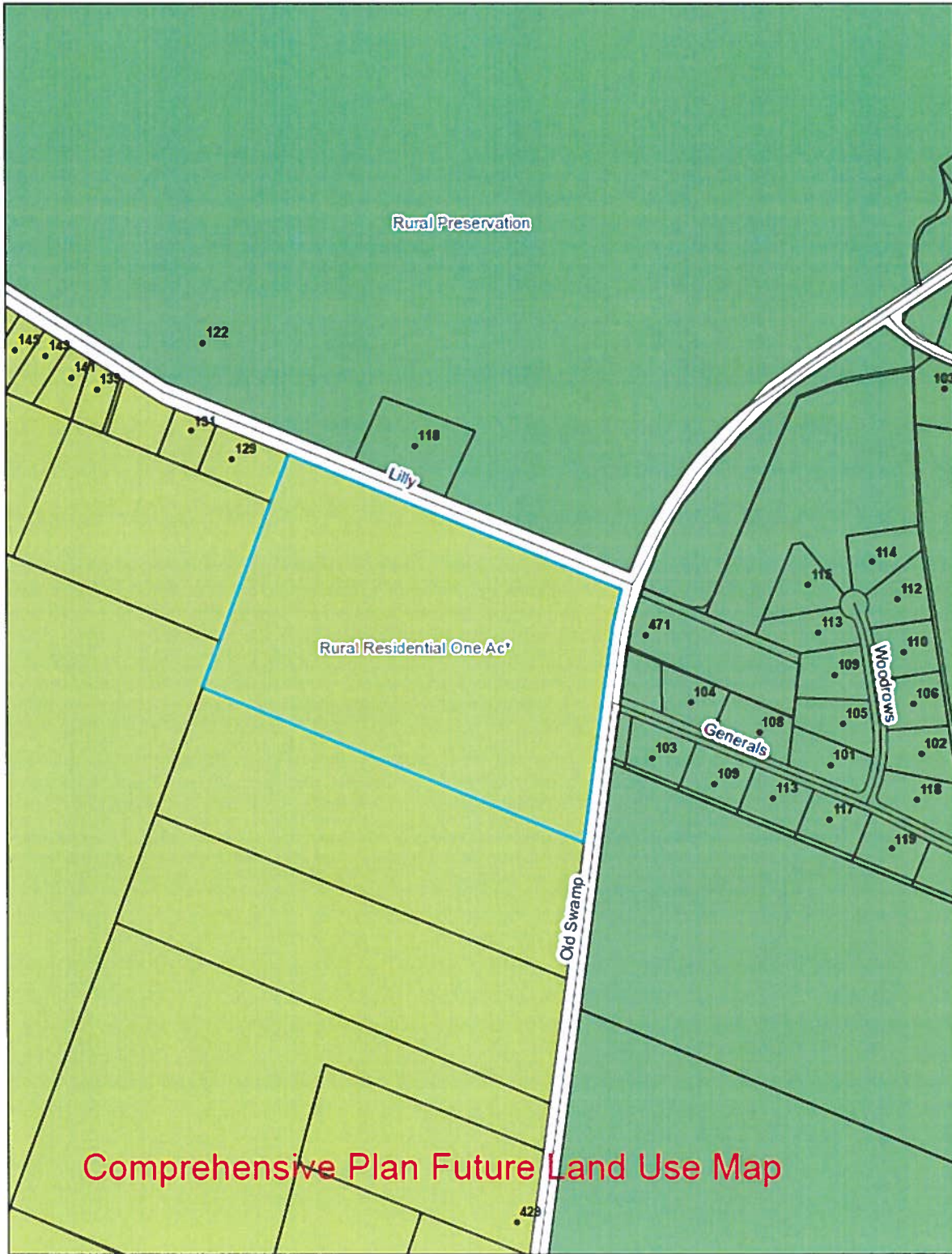
ENVIRONMENTAL ASSESSMENT

Streams, Creeks, Major Ditches: Joyce Creek.
Distance & description of nearest outfall: Less than 1 mile.

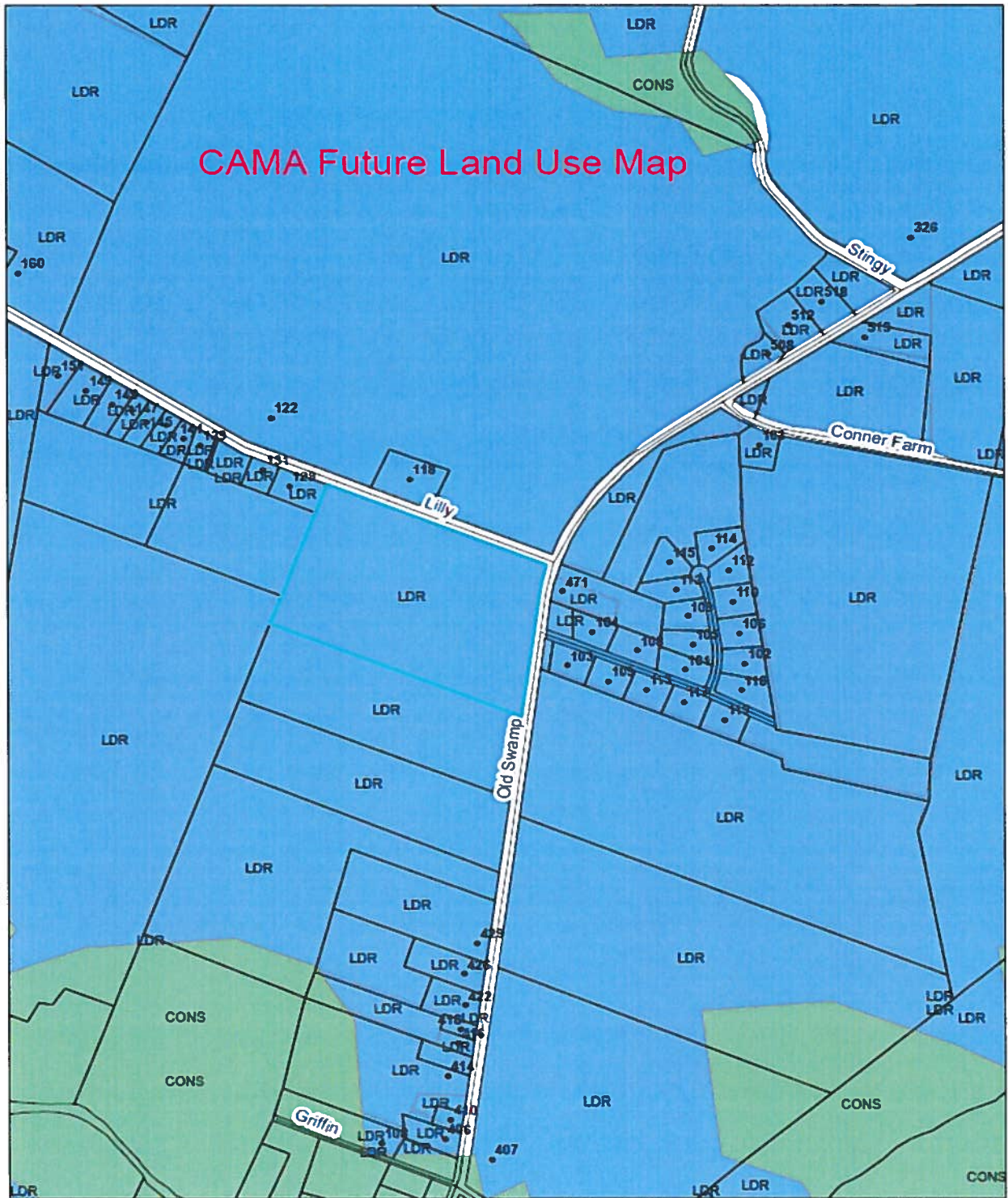
CAMA Land Suitability:



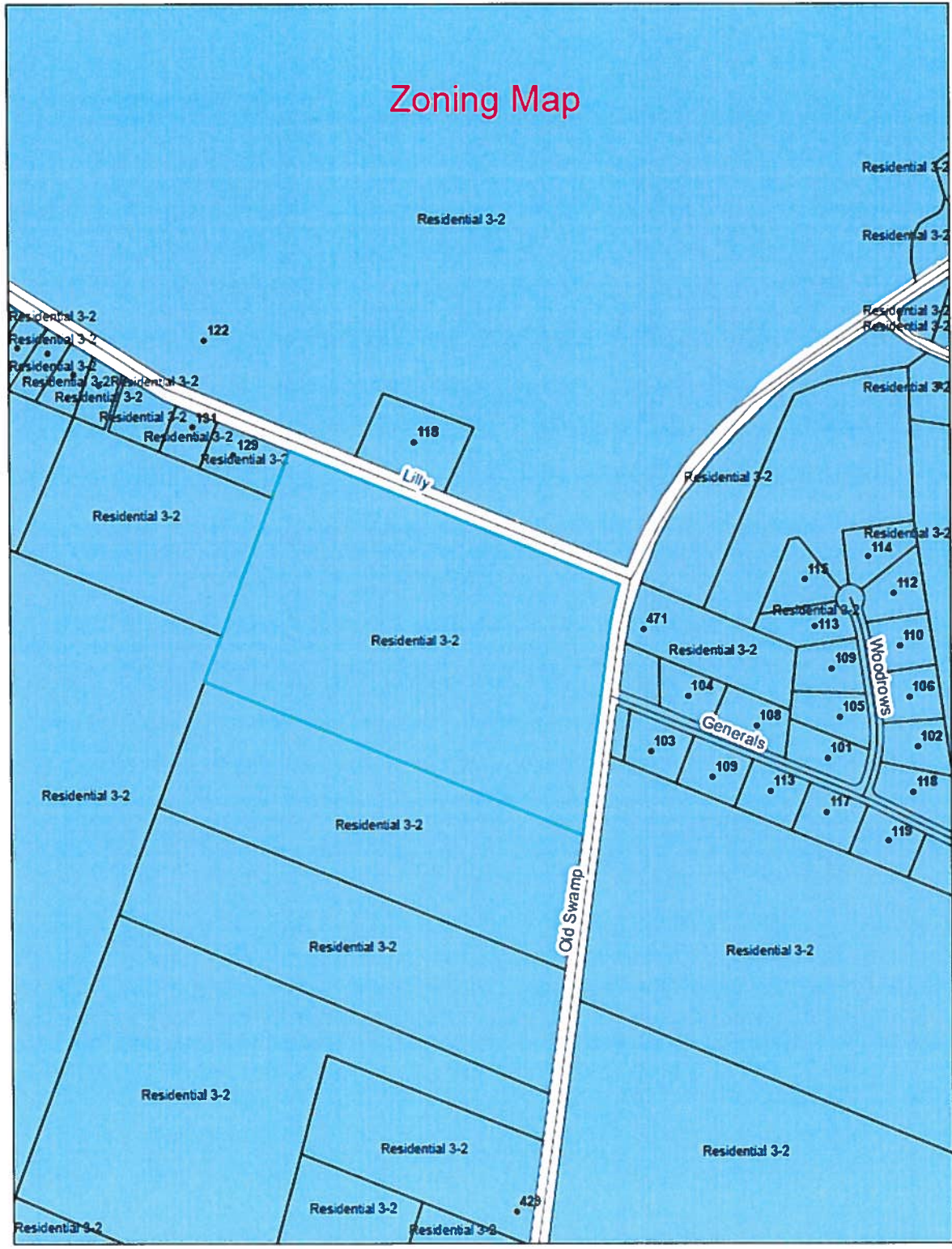
Comprehensive Plan Future Land Use Map



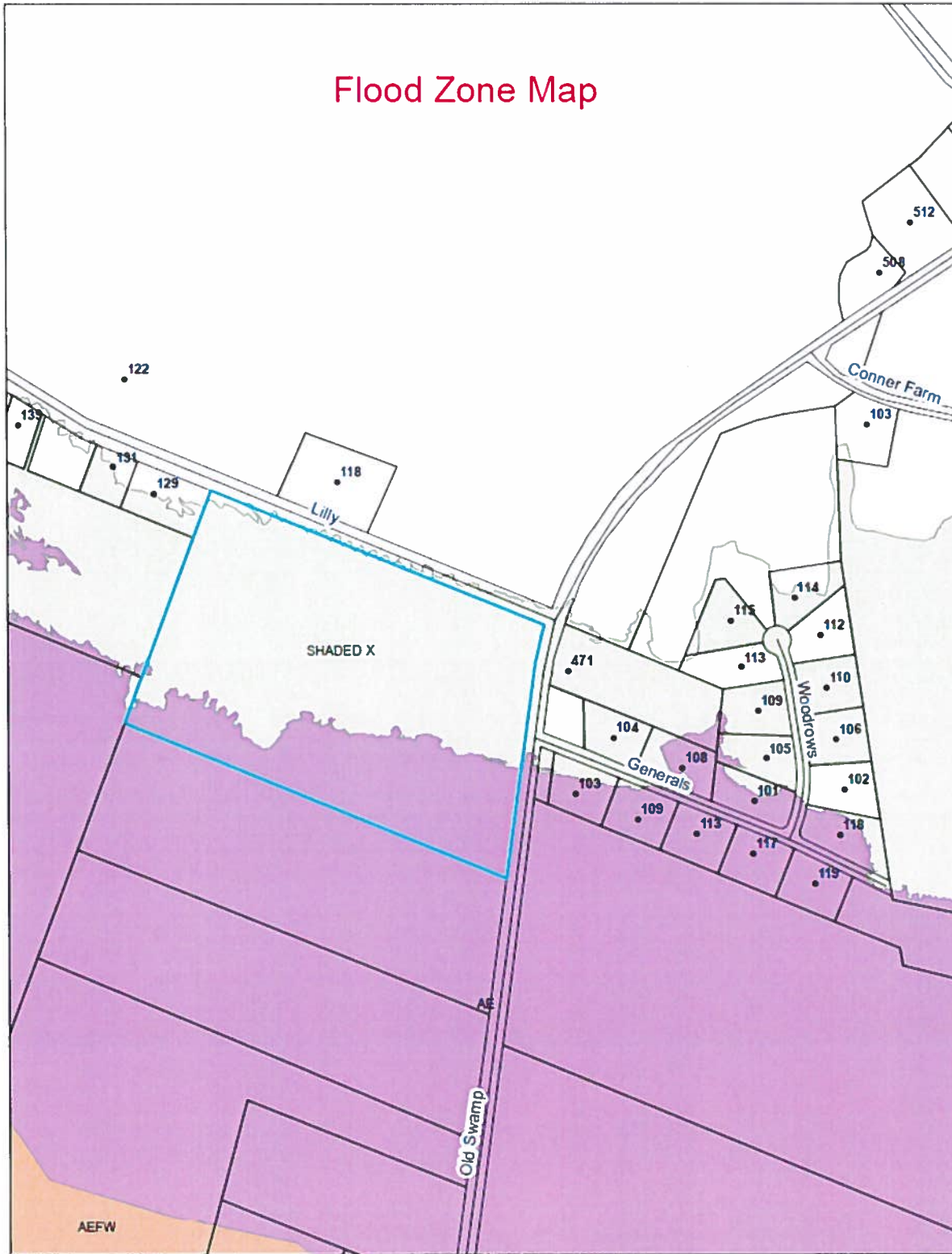
Comprehensive Plan Future Land Use Map



Zoning Map:



Floodplain Map



INFRASTRUCTURE & COMMUNITY FACILITIES

Water	Water lines are located adjacent to property along Old Swamp and Lilly roads.
Sewer	Perc test provided.
Fire District	South Mills Fire District. Property located approximately 3 miles from Station on Keeter Barn Road.
Schools	Impact calculated at subdivision.
Traffic	Staffs opinion is traffic will not exceed road capacities.

PLANS CONSISTENCY**CAMA Land Use Plan Policies & Objectives:**

Consistent Inconsistent

The proposed zoning change is consistent with the CAMA Land Use Plan which was adopted by the Camden County Board of Commissioners on April 4, 2005 in that the Future Land Use Maps has area as Low Density Residential 1-2 acres or greater.

PLANS CONSISTENCY – cont.**2035 Comprehensive Plan**

Consistent Inconsistent

Consistent with Comprehensive Plan (Adopted 2012) as Future Land Use Maps reflect land identified as Rural Residential 1 acre lots.

PLANS CONSISTENCY – cont.

Comprehensive Transportation Plan

Consistent Inconsistent

Property abuts Old Swamp and Lilly Roads.

Other Plans officially adopted by the Board of Commissioners

N/A

FINDINGS REGARDING ADDITIONAL REQUIREMENTS:

Yes No **Will the proposed zoning change enhance the public health, safety or welfare?**

Reasoning: The proposed zoning change will enhance the public health, safety, or welfare as the proposed change will allow for higher density residential development to support future commercial development providing a needed tax base for County residents.

Yes No **Is the entire range of permitted uses in the requested classification more appropriate than the range of uses in the existing classification?**

Reasoning: The allowable uses in the R3 (Basic Residential) zoning will not change as the request is for higher density from two acres to one acre.

For proposals to re-zone to non-residential districts along major arterial roads:

Yes No **Is this an expansion of an adjacent zoning district of the same classification? N/A**

Reasoning:

Yes No **What extraordinary showing of public need or demand is met by this application? N/A**

Reasoning:

Yes No **Will the request, as proposed cause serious noise, odors, light, activity, or unusual disturbances?**

Reasoning: All uses allowed in the requested zoning classification should not cause any serious noise, odors, light activity, or unusual disturbances.

Yes No **Does the request impact any CAMA Areas of Environmental Concern?**

Reasoning: Property is outside any CAMA Areas of Environmental Concern.

Yes No **Does the county need more land in the zoning class requested?**

Reasoning: Higher density development in areas identified in the Comprehensive and CAMA plans provides needed roof tops to support commercial development.

Yes No **Is there other land in the county that would be more appropriate for the proposed uses?**

Reasoning: Proposed uses will not change.

Yes No **Will not exceed the county’s ability to provide public facilities:**

Schools – The higher density would have an impact on the high school as it is over capacity. Owner desires to create a four lot minor subdivision and preserve the rest in farmland.

Fire and Rescue – Minimal impact.

Law Enforcement – Minimal impact.

Parks & Recreation – Minimal impact

Traffic Circulation or Parking – N/A

Other County Facilities – No.

Yes No **Is This A Small Scale “Spot” Rezoning Request Requiring Evaluation Of Community Benefits?**

If Yes (regarding small scale spot rezoning) – Applicants Reasoning:

	Personal Benefits/Impact	Community Benefits/Impact
With rezoning	Will allow owner to cut out a 4 lot minor subdivision of one acre lots.	Preservation of farmland and providing additional roof tops to support commercial development.
Without rezoning	Property owner will be wasting 4 acres of farm land under current zoning requiring two acre lot sizes.	No Change.

STAFF COMMENTARY:

The owner would like to create a 4 lot minor subdivision and preserve as much farm land as possible. By requesting to rezone the entire tract, if in the future the owner would need to subdivide again (there is a five year wait between minor subdivisions) the zoning will already be in place.

STAFF RECOMMENDATION: Staff recommends approval of the rezoning as it is consistent with both the CAMA Land Use Plan and Comprehensive Plan as it allows for densities as low as one acre.



Zoning Change Application County of Camden, North Carolina

A rezoning may be obtained pursuant to Article 151.580 of the Unified Development Ordinance (UDO) of Camden County and upon approval by the Board of Commissioners after a recommendation from the Planning Board.

Please consult the Planning Office (1-252-338-1919) with any questions about your application.

PLEASE PRINT OR TYPE

Please Do Not Write in this Box	
PIN:	<u>01-7090-00-73-2313</u>
UDO#	<u>2017-06-14</u>
Date Received:	<u>6/19/17</u>
Received by:	<u>DP</u>
Zoning District:	<u>R3-2</u>
Fee Paid \$	<u>790.⁰⁰</u>

Applicant's Name: Glenn A. Carey

rd ck# 18684

If the Applicant is acting as agent for another person (the "principal"), please give that person's name on the line below and submit a copy of the agency agreement/letter with this Application. *jd*

Applicant's Mailing Address: P.O. Box 211
South Mills, NC 27976

Daytime Phone Number: (252) 333-8596

Street Address Location of Property: Intersection of Old Swamp and Lilly Roads

General Description of Proposal: Request rezone 24 acres from Basic Residential (R3-2) to Basic Residential (R3-1)

I swear or affirm that the foregoing information and all attachments hereto (now or subsequently provided as part of this application) are true and correct to the best of my knowledge.

Signed: *Glenn A. Carey*
Dated: 6/19/17

* Information to be filled out by Planning Department

*Is the Property in a Watershed Protection area? No

*Flood Zone (from FIRM Map): AE *Taxes paid? no

Zoning Change Application Questions

The UDO requires the Board to consider to principal issues when considering an application for a zoning change. Please respond to each issue in the space provided below or on a separate sheet.

(A) How will the proposed zoning change enhance the public health, safety or welfare? (Article 151.585)

Provides added residential density to support Commercial development.

(B) Is the entire range of permitted uses in the requested classification more appropriate than the range of uses in the existing classification? (Article 151.585)

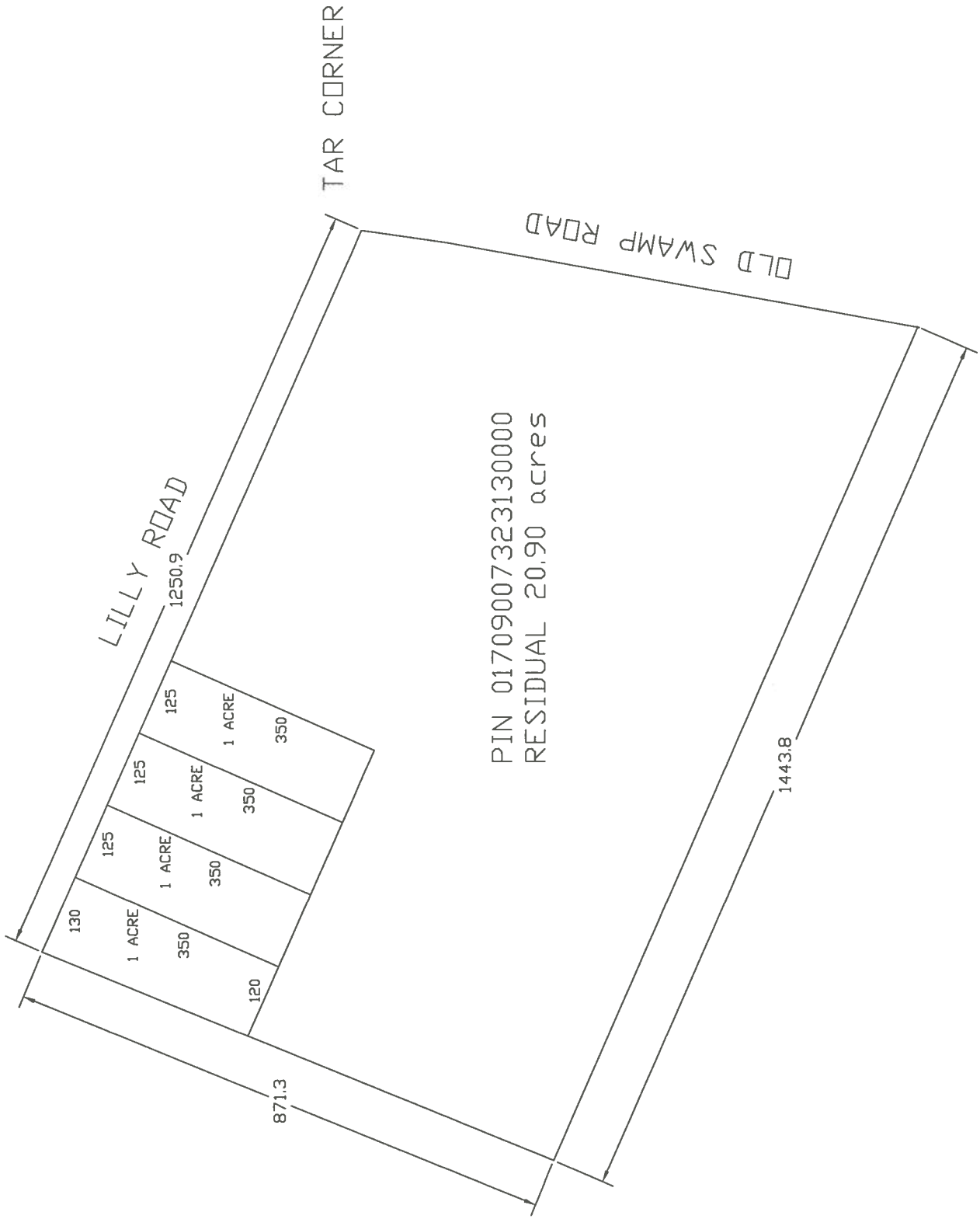
Uses will not change / higher density / 2ac. lots to 1ac. lots

(C) For proposals to re-zone to non-residential districts along major arterial roads (Article 151.586):

(1) Is this an expansion of an adjacent zoning district of the same classification?

(2) What extraordinary showing of public need or demand is met by this application?

N/A



Camden County Department of Public Health



Health Director

Director, Environmental Health

June 27, 2017

BB

CAREY JR., GLENN A.
P.O. BOX 211
SOUTH MILLS, NC 27976

Re: Application for improvement permit for Tax Lot 1; Tax Block ; Property Site
LILLY ROAD, SOUTH MILLS; Health Department file No. 240275-1

Dear CAREY JR., GLENN A.:

The Camden County Health Department, Environmental Health Division on 06/27/2017 evaluated the above-referenced property at the site designated on the plat/site plan that accompanied your improvement permit application. According to your application the site is to serve a 4 Bedroom Home with a design wastewater flow of 480 gallons per day. The evaluation was done in accordance with the laws and rules governing wastewater systems in North C General Statute 130A-333 including related statutes and Title 15A, Subchapter 18A, of the North Carolin Administrative Code, Rule. 1900 and related rules.

Based on the criteria set out in Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rules .1940 through .1948, the evaluation indicated that the site is **UNSUITABLE** for a sanitary system of sewage treatment and disposal. Therefore, your request for an improvement permit is **DENIED**. A copy of the site evaluation is enclosed. The site is unsuitable based on the following:

- X Unsuitable soil wetness condition (Rule .1942)

These severe soil or site limitations could cause premature system failure, leading to the discharge of untreated sewage on the ground surface, into surface waters, directly to ground water or inside your structure.

The site evaluation included consideration of possible site modifications, and modified, innovative or alternative systems. However, the Health Department has determined that none of the above options will overcome the severe conditions on this site. A possible option might be a system designed to dispose of sewage to another area of suitable soil or off-site to additional property.

For the reasons set out above, the property is currently classified **UNSUITABLE**, and no improvement permit shall be issued for this site in accordance with Rule .1948(c).

However, the site classified as **UNSUITABLE** may be classified as **PROVISIONALLY SUITABLE** if written documentation is provided that meets the requirements of Rule .1948(d). A copy of this rule is enclosed. You may hire a consultant to assist you if you wish to try to develop a plan under which your site could be reclassified as **PROVISIONALLY SUITABLE**.

You have a right to an informal review of this decision. You may request an informal review by the soil scientist or environmental health supervisor at the local health department. You may also request an informal review by the North Carolina Department of Health and Human Services regional soil specialist. A request for informal review must be made in writing to the local health department.

You also have a right to a formal appeal of this decision. To pursue a formal appeal, you must file a petition for a contested case hearing with the Office of Administrative Hearings, 6714 Mail Center, Raleigh, N.C. 27699-6714. To get a copy of a petition form, you may write the Office of Administrative Hearings or call the office at (919) 431-3000 or from the OAH web site at www.ncoah.com/forms.htm. The petition for a contested case hearing must be filed in accordance with the provision of North Carolina General Statutes 130A-24 and 150B-23 and all other applicable provisions of Chapter 150B. N.C. General Statute 130A-335 (g) provides that your hearing would be held in the county where your property is located.

Please note: If you wish to pursue a formal appeal, you must file the petition form with the Office of Administrative Hearings **WITHIN 30 DAYS OF THE DATE OF THIS LETTER**. The date of this letter is June 27, 2017. Meeting the 30 day deadline is critical to your right to a formal appeal.

If you file a petition for a contested case hearing with the Office of Administrative Hearings, you are required by law (N.C. General Statute 150B-23) to serve a copy of your petition on the Office of General Counsel, N.C. Department of Health and Human Services, 2001 Mail Service Center, Raleigh, N.C. 27699-2001.

Do **NOT** serve the copy of the petition on your local health department. Sending a copy of your petition to the local health department will **NOT** satisfy the legal requirement in N.C. General Statute 150B-23 that you send a copy to the Office of General Counsel, N.C. Department of Health and Human Services.



**Camden County Planning Board
AGENDA ITEM SUMMARY SHEET**

New Business

Item Number: 6.B.1

Meeting Date: July 19, 2017

Submitted By: Dave Parks, Permit Officer
Planning & Zoning
Prepared by: Amy Barnett

Item Title UDO 2017-06-15 Rezoning Sharon Ch Rd - Glen a Carey

Attachments: UDO 2017-06-15 Rezoning Sharon Ch Rd - Glen A Carey
(PDF)

Summary

Glen A. Carey has applied to rezone approximately 68 acres located off Sharon Church Road from Basic Residential R3-2 to R3-1.

Recommendation

Consider application and motion to either approve or not approve.

Ordinance No. 2017-07-01

**An Ordinance
Amending the Camden County
Zoning Map
Camden County, North Carolina**

Article I: Purpose

The purpose of this Ordinance is to amend the Zoning Map of Camden County, North Carolina, which was originally adopted by the County Commissioners on December 20, 1993, and subsequently amended.

Article II. Amendment to Zoning Map

The Official Zoning Map of Camden County, North Carolina, which was adopted on December 20, 1993, and subsequently amended, is hereby amended as follows:

The properties currently shown in the Camden County Tax Assessor’s Office as PIN 01-7081-02-90-5366 & 01-7080-00-89-9851 are hereby re-zoned from Basic Residential (R3-2) to Basic Residential (R3-1).

Article III. Penalty

1. Violations of the provision of this Ordinance or failure to comply with any of its Requirements, including violations of any conditions and safeguards established in connection with grants of variances or Special Use or Conditional Use Permits, shall constitute a misdemeanor, punishable by a fine of up to five-hundred (\$500) dollars or a maximum thirty (30) days imprisonment as provided in G. S. 14-4.
2. Any act constituting a violation of the provisions of this Ordinance or a failure to comply with any of its requirements, including violations of any conditions and safeguards established in connection with the grants of variances or Special Use or Conditional Use Permits, shall also subject the offender to a civil penalty of one-hundred (\$100) dollars for each day the violation continues. If the offender fails to pay the penalty within ten (10) days after being cited for a violation, the penalty may be recovered by the county in a civil action in the nature of debt. A civil penalty may not be appealed to the Board of Adjustment if the offender was sent a final notice of violation in accordance with Article 151.568 and did not take an appeal to the Board of Adjustment within the prescribed time.
3. This Ordinance may also be enforced by any appropriate equitable action.

- 4. Each day that any violation continues after notification by the administrator that such violation exists shall be considered a separate offense for purposes of the penalties and remedies specified in this section.
- 5. Any one, all or any combination of the foregoing penalties and remedies may be used to enforce this Ordinance.

Article IV. Severability

If any language in this Ordinance is found to be invalid by a court of competent jurisdiction or other entity having such legal authority, then only the specific language held to be invalid shall be affected and all other language shall be in full force and effect.

Article V. Effective Date

This Ordinance is effective upon adoption.

Adopted by the Board of Commissioners for the County of Camden this day of 2017.

County of Camden

Clayton Riggs, Chairman
Camden County Board of Commissioners

ATTEST:

Karen Davis
Clerk to the Board

(SEAL)

STAFF REPORT**UDO 2017-06-15
Zoning Map Amendment****PROJECT INFORMATION**

File Reference:	UDO 2017-06-15	Application Received:	6/9/17
Project Name;	N/A	By:	David Parks, Permit Officer
PIN:	01-7081-02-90-5366 01-7080-00-89-9851	Application Fee paid:	\$1230 Check #18684
Applicant:	Glen A. Carey	Completeness of Application:	Application is generally complete
Address:	P.O. Box 211 South Mills, NC	Documents received upon filing of application or otherwise included:	
Phone:	(252) 333-8596	A.	Rezoning Application
Email:		B.	Health Department Soil Evaluation
Agent for Applicant:		C.	Aerial of portion of property requested to be rezoned.
Address:		D.	Deed
Phone:		E.	GIS Aerial, existing zoning, Comprehensive Plan future land use and CAMA Land Use Plan Suitability Maps
Email:			
Current Owner of Record:	Same as applicant		
Meeting Dates:			
7/19/2017	Planning Board		

PROJECT LOCATION:

Street Address: Properties located off Sharon Church Road.
Location Description: South Mills Township

Vicinity Map:



REQUEST: Rezone approximately 68 acres from Basic Residential (R3-2) to Basic Residential (R3-1)

From: Basic Residential (R3-2)

To: Basic Residential (R3-1)

The R3 Districts are designed to provide for low density residential development in areas that are adjacent to those areas primarily devoted to agriculture. Subdivision in the R3-2 district requires a minimum of two acres per lot.

The R3 Districts are designed to provide for low density residential development in areas that are adjacent to those areas primarily devoted to agriculture. Subdivision in the R3-1 district requires a minimum of one acre per lot.

SITE DATA

Lot size: Lot one is approximately 58 acres and Lot two is approximately 10 acres
Flood Zone: Zone X
Zoning District(s): Basic Residential (R3-2)
Existing Land Uses: Agriculture

Adjacent Zoning & Uses:

	North	South	East	West
Zoning	Basic Residential (R3-2)	Basic Residential (R3-2)	Residential (R3-2) (R2)	Basic Residential (R3-2)
Use & size	Farmland	Farmland	Farmland/Housing	Farmland

Proposed Use(s):

The Uses will remain the same; just the density change is requested from two to one acre.

Description of property:

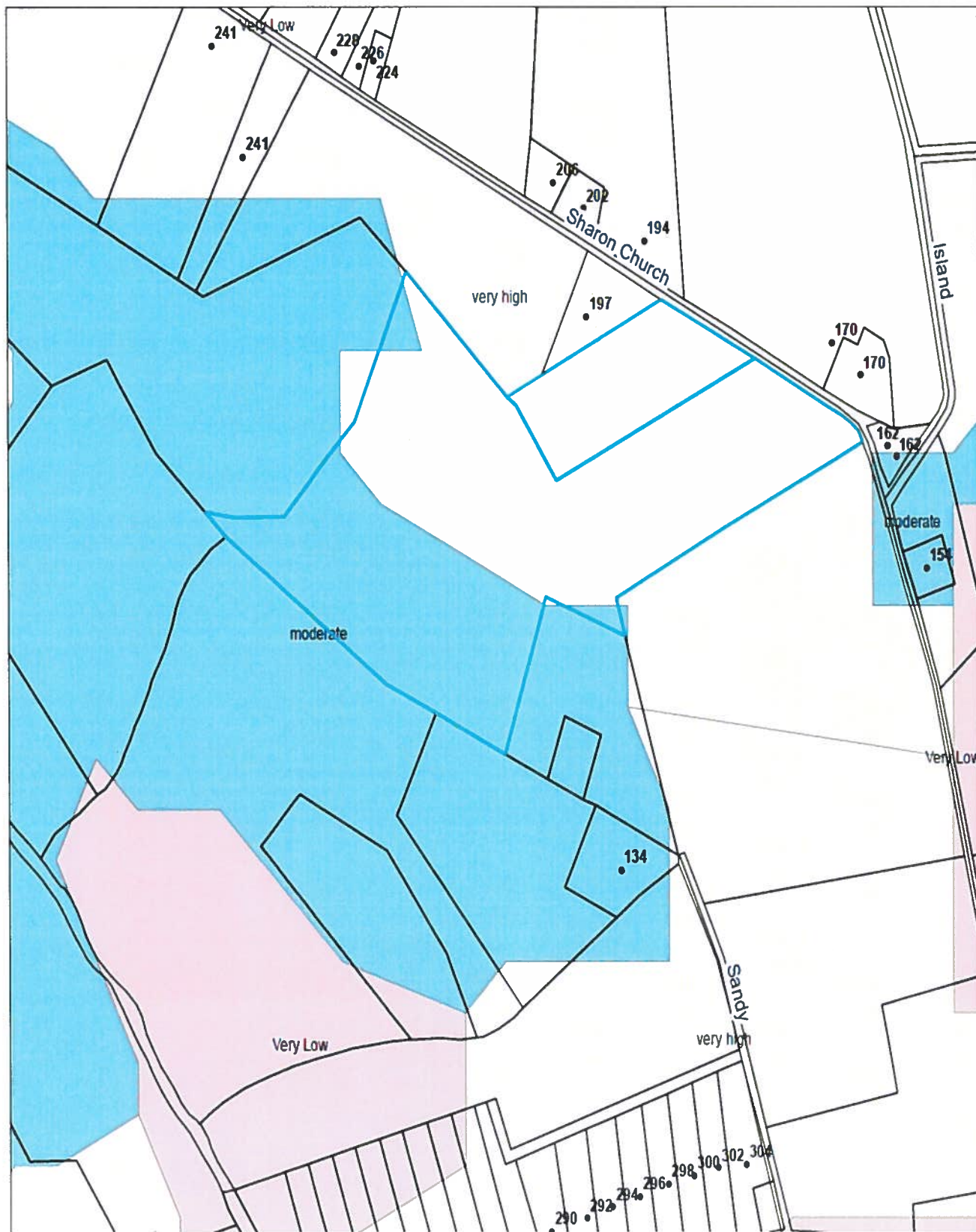
Property abuts Sharon Church Road. Property has been in farm use for quite some time.

ENVIRONMENTAL ASSESSMENT

Streams, Creeks, Major Ditches: Mill Run Ditch.

Distance & description of nearest outfall: Less than 1 mile.

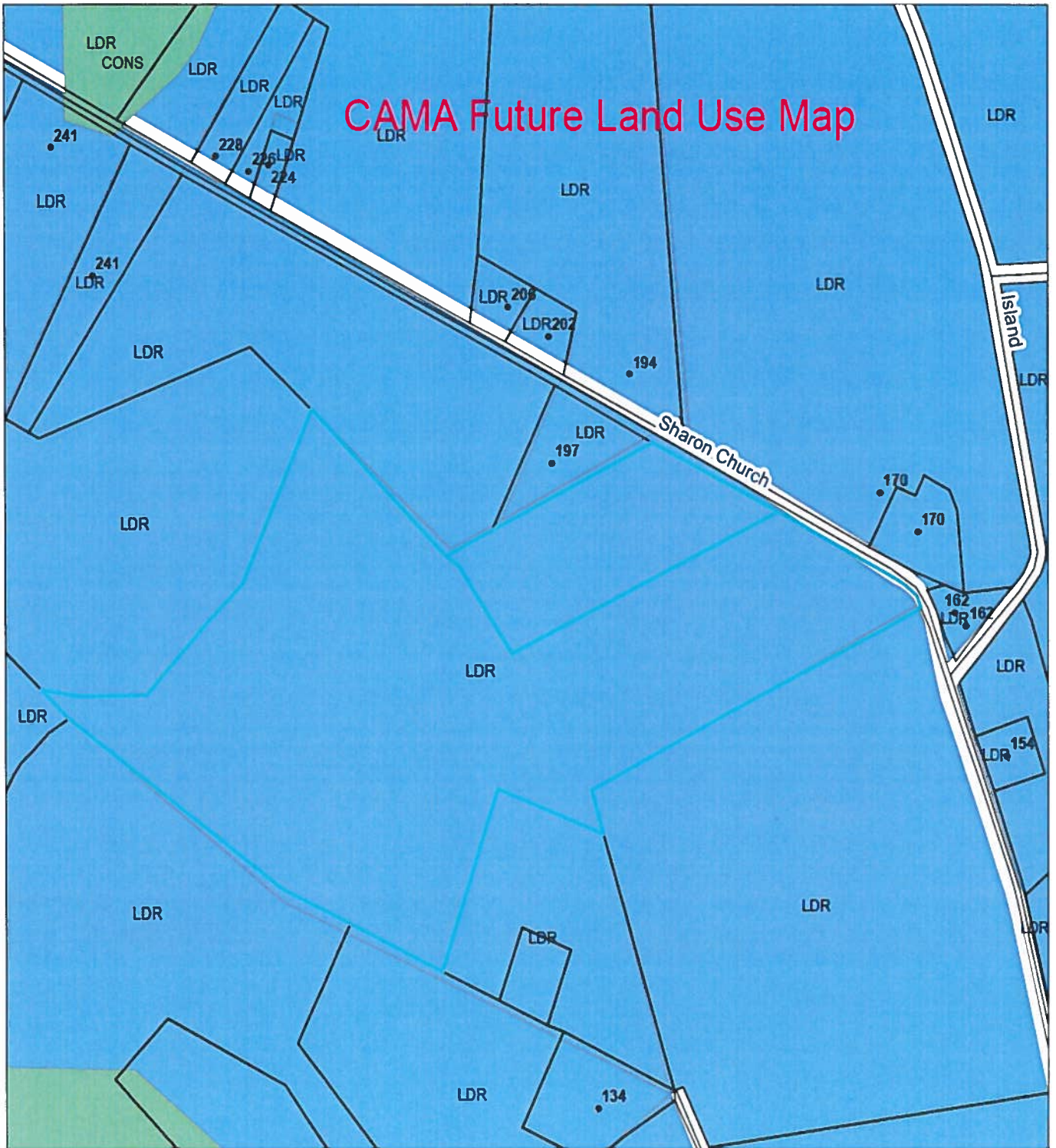
CAMA Land Suitability:



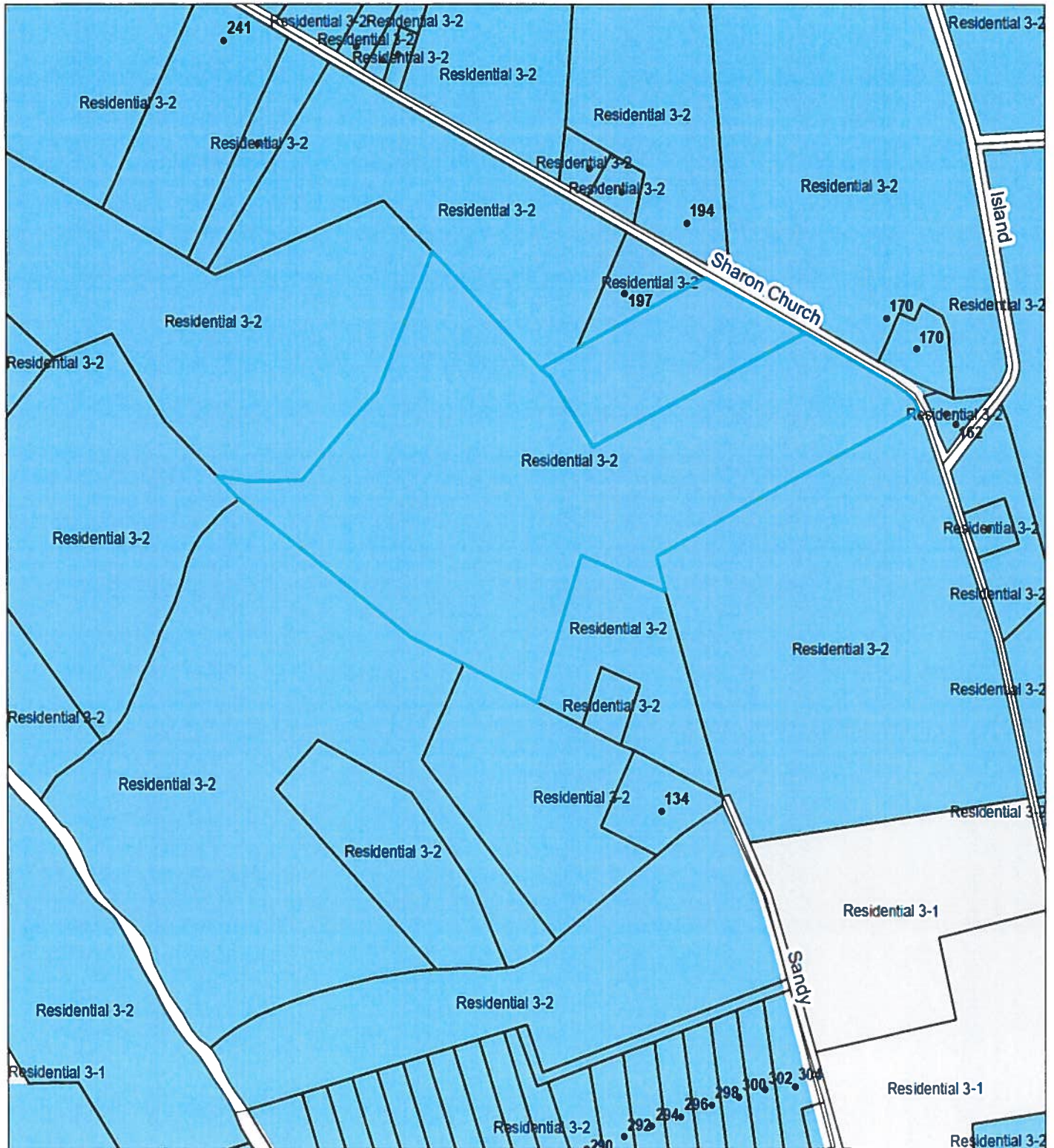
Comprehensive Plan Future Land Use Map



CAMA Future Land Use Map



Zoning Map:



INFRASTRUCTURE & COMMUNITY FACILITIES

Water	Water lines are located adjacent to property along Sharon Church road.
Sewer	Perc test provided.
Fire District	South Mills Fire District. Property located approximately 3 miles from Station on Keeter Barn Road.
Schools	Impact calculated at subdivision.
Traffic	Staffs opinion is traffic will not exceed road capacities.

PLANS CONSISTENCY**CAMA Land Use Plan Policies & Objectives:**

Consistent Inconsistent

The proposed zoning change is consistent with the CAMA Land Use Plan which was adopted by the Camden County Board of Commissioners on April 4, 2005 in that the Future Land Use Maps has area as Low Density Residential 1-2 acres or greater.

PLANS CONSISTENCY – cont.**2035 Comprehensive Plan**

Consistent Inconsistent

Consistent with Comprehensive Plan (Adopted 2012) as Future Land Use Maps reflect land identified as Rural Residential 1 acre lots.

PLANS CONSISTENCY – cont.

Comprehensive Transportation Plan

Consistent Inconsistent

Property abuts Sharon Church Road.

Other Plans officially adopted by the Board of Commissioners

N/A

FINDINGS REGARDING ADDITIONAL REQUIREMENTS:

Yes No **Will the proposed zoning change enhance the public health, safety or welfare?**

Reasoning: The proposed zoning change will enhance the public health, safety, or welfare as the proposed change will allow for higher density residential development to support future commercial development providing a needed tax base for County residents.

Yes No **Is the entire range of permitted uses in the requested classification more appropriate than the range of uses in the existing classification?**

Reasoning: The allowable uses in the R3 (Basic Residential) zoning will not change as the request is for higher density from two acres to one acre.

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Yes No **Is this an expansion of an adjacent zoning district of the same classification? N/A**

Reasoning:

Yes No **What extraordinary showing of public need or demand is met by this application? N/A**

Reasoning:

Yes No **Will the request , as proposed cause serious noise, odors, light, activity, or unusual disturbances?**

Reasoning: All uses allowed in the requested zoning classification should not cause any serious noise, odors, light activity, or unusual disturbances.

Yes No **Does the request impact any CAMA Areas of Environmental Concern?**

Reasoning: Property is outside any CAMA Areas of Environmental Concern.

Yes No **Does the county need more land in the zoning class requested?**

Reasoning: Higher density development in areas identified in the Comprehensive and CAMA plans provides needed roof tops to support commercial development.

Yes No **Is there other land in the county that would be more appropriate for the proposed uses?**

Reasoning: Proposed uses will not change.

Yes No **Will not exceed the county’s ability to provide public facilities:**

Schools – The higher density would have an impact on the high school as it is over capacity. Owner desires to create a four lot minor subdivision and preserve the rest in farmland.

Fire and Rescue – Minimal impact.

Law Enforcement – Minimal impact.

Parks & Recreation – Minimal impact

Traffic Circulation or Parking – N/A

Other County Facilities – No.

Yes No **Is This A Small Scale “Spot” Rezoning Request Requiring Evaluation Of Community Benefits?**

If Yes (regarding small scale spot rezoning) – Applicants Reasoning:

	Personal Benefits/Impact	Community Benefits/Impact
With rezoning		
Without rezoning		

STAFF COMMENTARY:

The owner would like to do a 4 lot minor subdivision and preserve as much farm land as possible, so in order not to classify this as spot zoning and if owner needs to subdivide more lots in the future (there is a five year what between minor subdivisions) owner is requesting the whole tract be rezoning.

STAFF RECOMMENDATION: Staff recommends approval of the rezoning as it is consistent with both the CAMA Land Use Plan and Comprehensive Plan as it allows for densities as low as one acre.



Zoning Change Application County of Camden, North Carolina

A rezoning may be obtained pursuant to Article 151.580 of the Unified Development Ordinance (UDO) of Camden County and upon approval by the Board of Commissioners after a recommendation from the Planning Board.

Please consult the Planning Office (1-252-338-1919) with any questions about your application.

Please Do Not Write in this Box	
PIN: 01-7081-02-90-5366	01-7080-00-89-9851
UDO#	<u>2017-06-15</u>
Date Received:	<u>6/19/17</u>
Received by:	<u>DP</u>
Zoning District:	<u>R3-2</u>
Fee Paid \$	<u>1230.00</u>

PLEASE PRINT OR TYPE

Applicant's Name: Glenn A. Carey

*pa
ck #
18684*

If the Applicant is acting as agent for another person (the "principal"), please give that person's name on the line below and submit a copy of the agency agreement/letter with this Application.

Applicant's Mailing Address: P.O. Box 211
South Mills, NC 27976

Daytime Phone Number: (252) 333-8596

Street Address Location of Property: Adjacent to 197 Sharon Church Road

General Description of Proposal: Request rezone 68 acres from Basic Residential (R3-2) to Basic Residential (R3-1)

I swear or affirm that the foregoing information and all attachments hereto (now or subsequently provided as part of this application) are true and correct to the best of my knowledge.

Signed: *Glenn A. Carey*
Dated: 6/19/17

* Information to be filled out by Planning Department

*Is the Property in a Watershed Protection area? No

*Flood Zone (from FIRM Map): AE *Taxes paid? no

Zoning Change Application Questions

6.B.1.a

Packet Pg. 50

The UDO requires the Board to consider to principal issues when considering an application for a zoning change. Please respond to each issue in the space provided below or on a separate sheet.

(A) How will the proposed zoning change enhance the public health, safety or welfare? (Article 151.585)

Provides added residential density to support Commercial development.

(B) Is the entire range of permitted uses in the requested classification more appropriate than the range of uses in the existing classification? (Article 151.585)

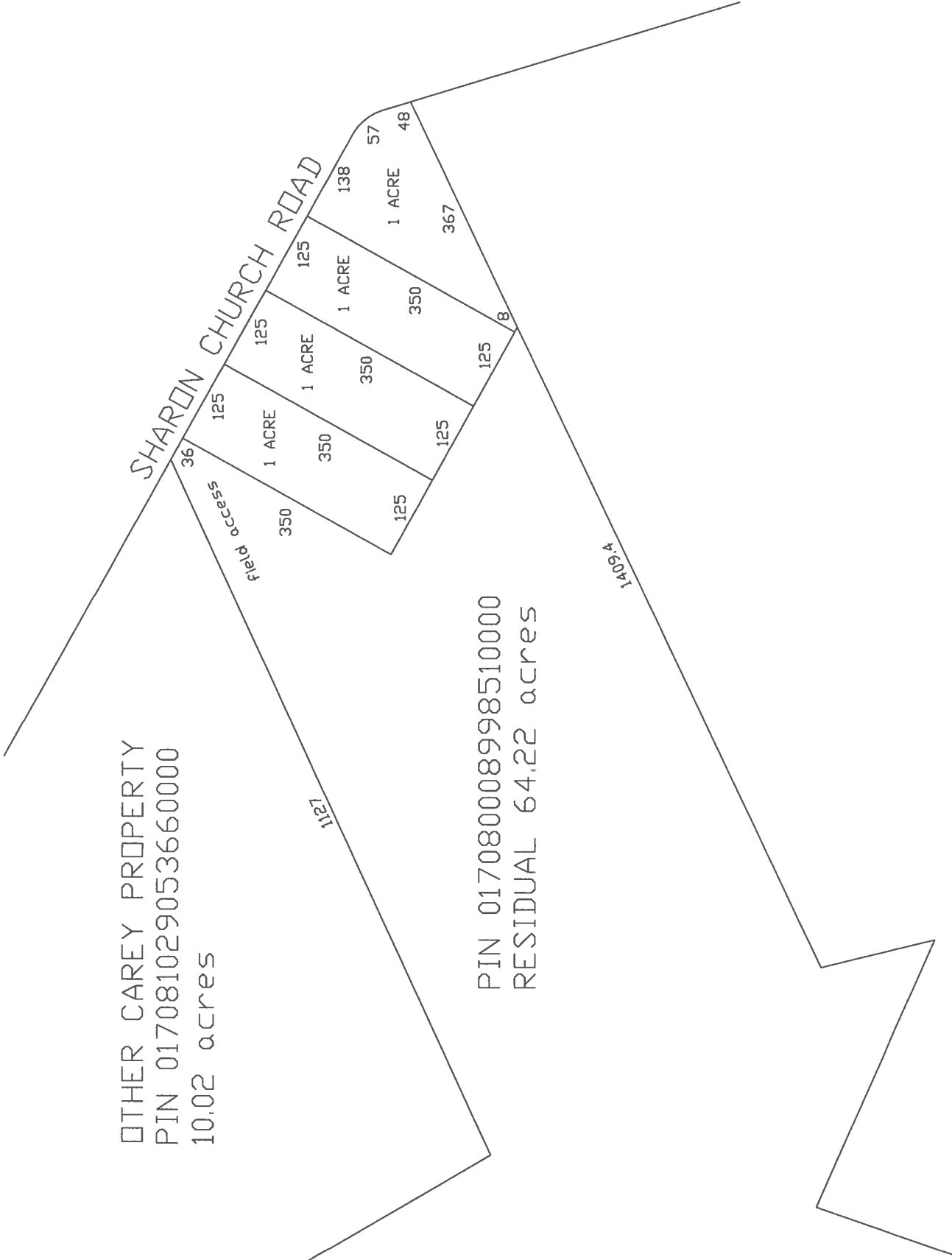
Uses will not change / higher density / 2 acres lots to 1 acre lots.

(C) For proposals to re-zone to non-residential districts along major arterial roads (Article 151.586):

(1) Is this an expansion of an adjacent zoning district of the same classification?

(2) What extraordinary showing of public need or demand is met by this application?

N/A



OTHER CAREY PROPERTY
 PIN 017081029053660000
 10.02 acres

PIN 017080008998510000
 RESIDUAL 64.22 acres

Camden County Department of Public Health

Health Director

Director, Environmental Health



June 27, 2017

CAREY JR., GLEN A.
P.O. BOX
SOUTH MILLS, NC 27976

Re: Application for improvement permit for Tax Lot 4; Tax Block ; Property Site
SHARON CHURCH ROAD, SOUTH MILLS; Health Department file No. 240276-1

Dear CAREY JR., GLEN A.:

The Camden County Health Department, Environmental Health Division on 06/27/2017 evaluated the above-referenced property at the site designated on the plat/site plan that accompanied your improvement permit application. According to your application the site is to serve a 4 Bedroom Home with a design wastewater flow of 480 gallons per day. The evaluation was done in accordance with the laws and rules governing wastewater systems in North Carolina General Statute 130A-333 including related statutes and Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rule. 1900 and related rules.

Based on the criteria set out in Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rules .1940 through .1948, the evaluation indicated that the site is **UNSUITABLE** for a sanitary system of sewage treatment and disposal. Therefore, your request for an improvement permit is **DENIED**. A copy of the site evaluation is enclosed. The site is unsuitable based on the following:

- Unsuitable soil characteristics (structure or clay mineralogy) (Rule .1941)
- Unsuitable soil wetness condition (Rule .1942)

These severe soil or site limitations could cause premature system failure, leading to the discharge of untreated sewage on the ground surface, into surface waters, directly to ground water or inside your structure.

The site evaluation included consideration of possible site modifications, and modified, innovative or alternative systems. However, the Health Department has determined that none of the above options will overcome the severe conditions on this site. A possible option might be a system designed to dispose of sewage to another area of suitable soil or off-site to additional property.

For the reasons set out above, the property is currently classified **UNSUITABLE**, and no improvement permit shall be issued for this site in accordance with Rule .1948(c).

However, the site classified as **UNSUITABLE** may be classified as **PROVISIONALLY SUITABLE** if written documentation is provided that meets the requirements of Rule .1948(d). A copy of this rule is enclosed. You may hire a consultant to assist you if you wish to try to develop a plan under which your site could be reclassified as **PROVISIONALLY SUITABLE**.

You have a right to an informal review of this decision. You may request an informal review by the soil scientist or environmental health supervisor at the local health department. You may also request an informal review by the North Carolina Department of Health and Human Services regional soil specialist. A request for informal review must be made in writing to the local health department.

You also have a right to a formal appeal of this decision. To pursue a formal appeal, you must file a petition for a contested case hearing with the Office of Administrative Hearings, 6714 Mail Center, Raleigh, N.C. 27699-6714. To get a copy of a petition form, you may write the Office of Administrative Hearings or call the office at (919) 431-3000 or from the OAH web site at www.ncoah.com/forms.htm. The petition for a contested case hearing must be filed in accordance with the provision of North Carolina General Statutes 130A-24 and 150B-23 and all other applicable provisions of Chapter 150B. N.C. General Statute 130A-335 (g) provides that your hearing would be held in the county where your property is located.

Please note: If you wish to pursue a formal appeal, you must file the petition form with the Office of Administrative Hearings **WITHIN 30 DAYS OF THE DATE OF THIS LETTER**. The date of this letter is June 27, 2017. Meeting the 30 day deadline is critical to your right to a formal appeal.

If you file a petition for a contested case hearing with the Office of Administrative Hearings, you are required by law (N.C. General Statute 150B-23) to serve a copy of your petition on the Office of General Counsel, N.C. Department of Health and Human Services, 2001 Mail Service Center, Raleigh, N.C. 27699-2001.

Do **NOT** serve the copy of the petition on your local health department. Sending a copy of your petition to the local health department will **NOT** satisfy the legal requirement in N.C. General Statute 150B-23 that you send a copy to the Office of General Counsel, N.C. Department of Health and Human Services.



**Camden County Planning Board
AGENDA ITEM SUMMARY SHEET**

New Business

Item Number: 6.C.1

Meeting Date: July 19, 2017

Submitted By: Dave Parks, Permit Officer
Planning & Zoning
Prepared by: Amy Barnett

Item Title UDO 2017-06-04 SUP Camden Dam Solar

Attachments: UDO 2017-06-04 SUP Camden Dam Solar LLC (PDF)
UDO 2017-06-04 SUP Camden Dam Solar LLC Map (PDF)

Summary

Camden Dam Solar LLC has applied for a Special Use Permit for a 5MW AC solar farm located on North Mill Dam Road. Special Use Permit Application with Planning Board recommendation will go to Board of Commissioners for Public Hearing on August 7, 2017.

Recommendation

Consider application and motion to either approve or not approve.

**STAFF FINDINGS OF FACTS
SPECIAL USE PERMIT
UDO-2017-06-04
SOLAR FARM**

PROJECT INFORMATION

File Reference: UDO 2017-06-04
Project Name; Camden Dam Solar, LLC
PIN: 02-8944-00-75-7172
Applicant: CAMDEN DAM SOLAR, LLC
SUNENERGY1
Address: 192 Raceway Drive
Mooresville, NC 28117
Phone: (704) 662-0375
Email:
Agent for Applicant:
Address
Phone:
Email:
Current Owner of Record: Kim Sawyer
Meeting Dates: 7/19/2017
Planning Board

Application Received: 6/2/17
By: David Parks, Permit Officer

Application Fee paid: \$400 Check # 18532

Completeness of Application: Application is generally complete

Documents received upon filing of application or otherwise included:

- A. Land Use/Development Application
- B. Commercial Site Plan
- C. Project Summary Letter
- D. Deed & Lease Agreement
- E. Documentation of all requirements from NC State Utilities Commission
- F. Technical Review comments
- G. Drainage Report (Not in packet)

PROJECT LOCATION:

Street Address: West of 122 Mill Dam Road
Location Description: Courthouse Township

Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)

Vicinity Map:



Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)

REQUEST: Construction of a 5MW AC Solar Facility. Camden County Code Article 151.334 Table of Permissible Uses (Use # 17.400); Specific Standards – Article 151.347(V).

SITE DATA

Lot size: Approximately 50 acres in size
Flood Zone: AE/X
Zoning District(s): General Use District (GUD)
Existing Land Uses: Farmland/Woodland

Adjacent Zoning & Uses:

	North	South	East	West
Zoning	GUD	GUD	GUD	GUD
Use & size	Woodland- 11 acres/Ar	Woodland – 12 plus acres	3 residential lots	Farmland – 50 acres

Proposed Use(s): 5MW AC Solar Facility

Description of property:

Property has approximately 5 acres of woodland and 50 acres under farm use.

ENVIRONMENTAL ASSESSMENT

Streams, Creeks, Major Ditches: Arnuese Creek is to the North

Distance & description of nearest outfall:

INFRASTRUCTURE

There are currently no utilities servicing the property.

Traffic: During construction phase there will be increased traffic along South 343 and Mill Dam Road .

1. Utilities:

- A. Does the application include a letter or certificate from the District Health Department regarding septic tanks?** Applicant requesting use of portable toilet during construction phase.
- B. Does the applicant propose the use of public sewage systems?** No
- C. Does the applicant propose the use of public water systems?** No.
- D. Distance from existing public water supply system:** Approximately 250 feet on NC 343.
- E. Is the area within a five-year proposal for the provision of public water?** No

Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)

F. Is the area within a five-year proposal for the provision of public sewage? No

2. Landscaping

A. Is any buffer required? Yes. Indicated on site plan.

B. Is any landscaping described in application: Yes.

3. Findings Regarding Additional Requirements:

Yes No

Endangering the public health and safety?

Staffs opinion is that application does not appear to endanger the public health and safety.

Yes No

Injure the value of adjoining or abutting property.

Without any evidence to the contrary - staffs opinion is that application does not appear to injure the value of adjoining or abutting property.

Yes No

Harmony with the area in which it is located.

Property zoned for proposed use. Comprehensive Plan has property identified as Rural Preservation.

EXCEED PUBLIC FACILITIES:

Yes No

Schools: Proposed development will not impact schools.

Yes No

Fire and rescue:

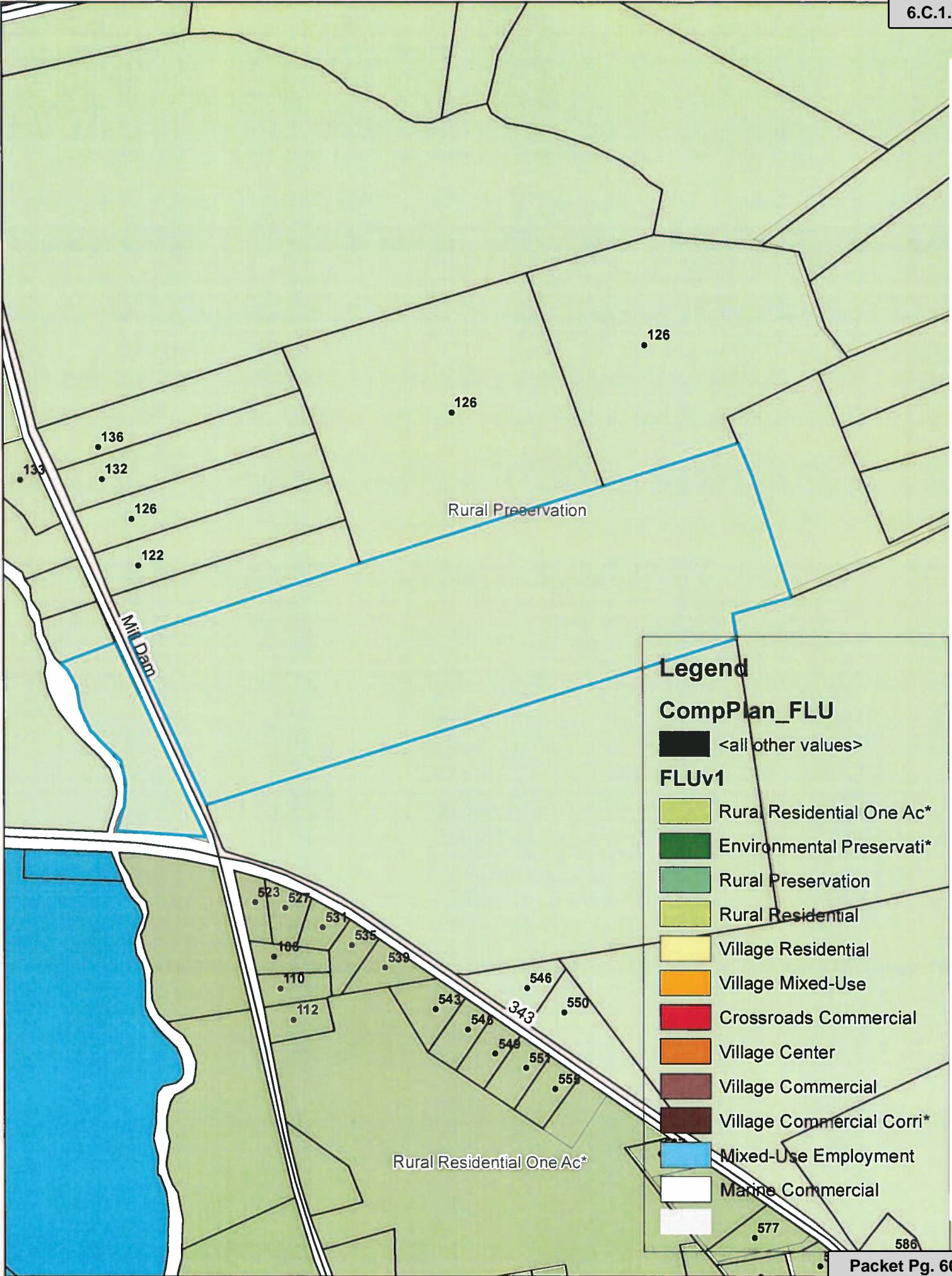
Yes No

Law Enforcement:

Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)

Planning Staff recommends approval with the following conditions:

1. The applicant must strictly abide by all requirements of the Unified Development Ordinance of Camden County, North Carolina, and must also strictly comply with all other local, state, and federal ordinances, laws, rules and regulations as one or more ordinances, laws, rules and regulations may apply to this development.
2. The applicant shall complete the development strictly in accordance with the approved plans contained in the file titled UDO 2017-06-04.
3. Applicant shall provide Camden County Planning Office proof of the continuous operation annually (no later than January 30th) or upon request of the county which shall not be unreasonable in the form a letter from the facility owner stating the facility has been operational during the previous year.
4. Upon completion of the installation of the solar farm, Sun Energy shall provide training to Fire Marshall, South Camden Volunteer Fire Department and Sheriff's Office personnel as to the potential risks involved in case of an emergency inside the facility.
5. Applicant shall provide the Sheriff's Office with a key or combination to the entrance into the facility in case of an emergency. Sheriff's office shall contact owner prior to entry to ensure all power has been secured.
6. Hours of operations during construction phase shall be Monday – Saturday, dawn to dusk.
7. Property shall be maintained throughout the solar farms lifetime to include maintenance of the buffer area and grass. Grass shall not exceed 24 inches in height.
8. Applicant shall provide Camden County with a third party estimate of the salvage value of all equipment related to the project.
9. If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this approval in its entirety shall be void and have no effect.



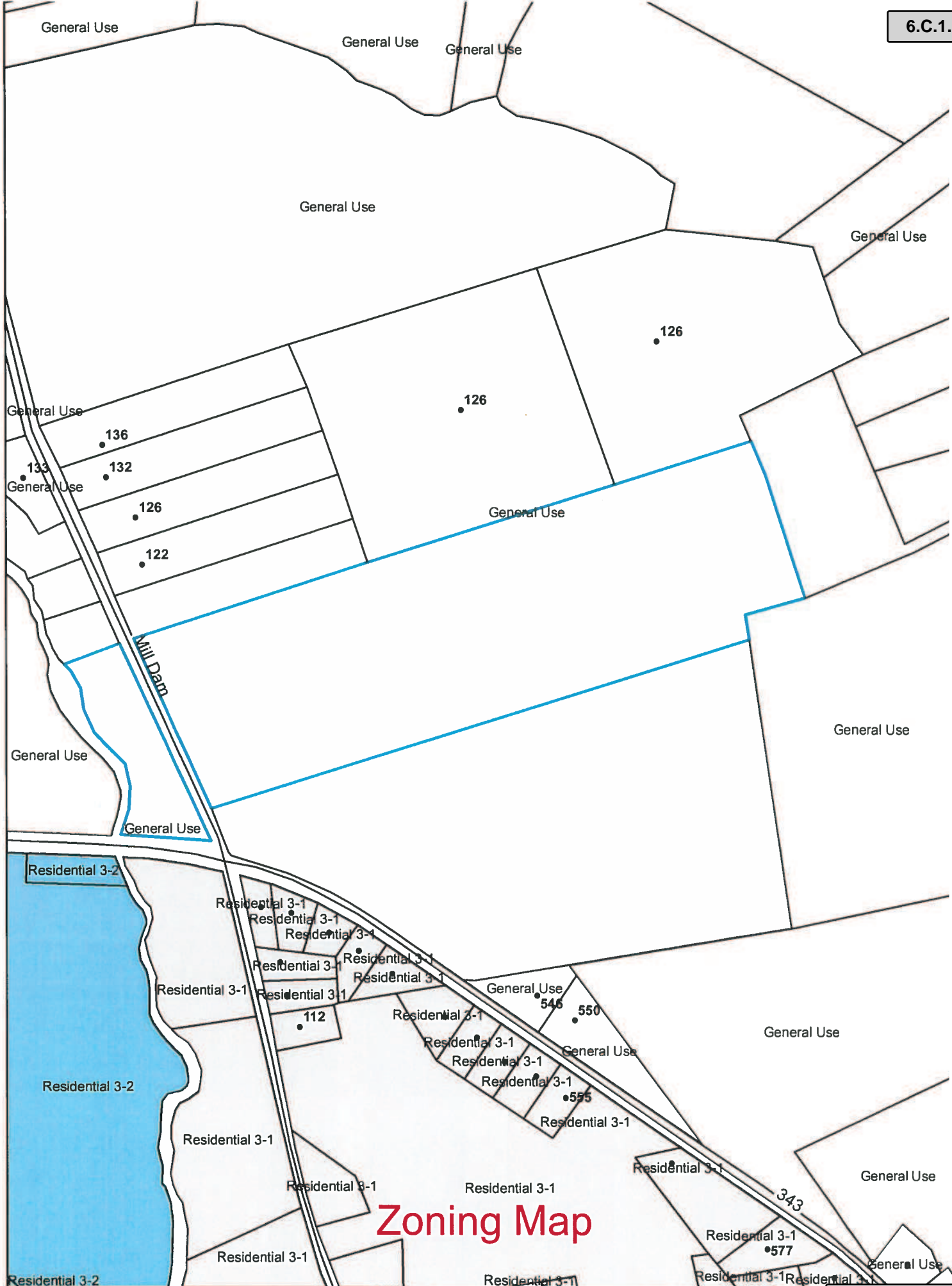
Legend

CompPlan_FLU

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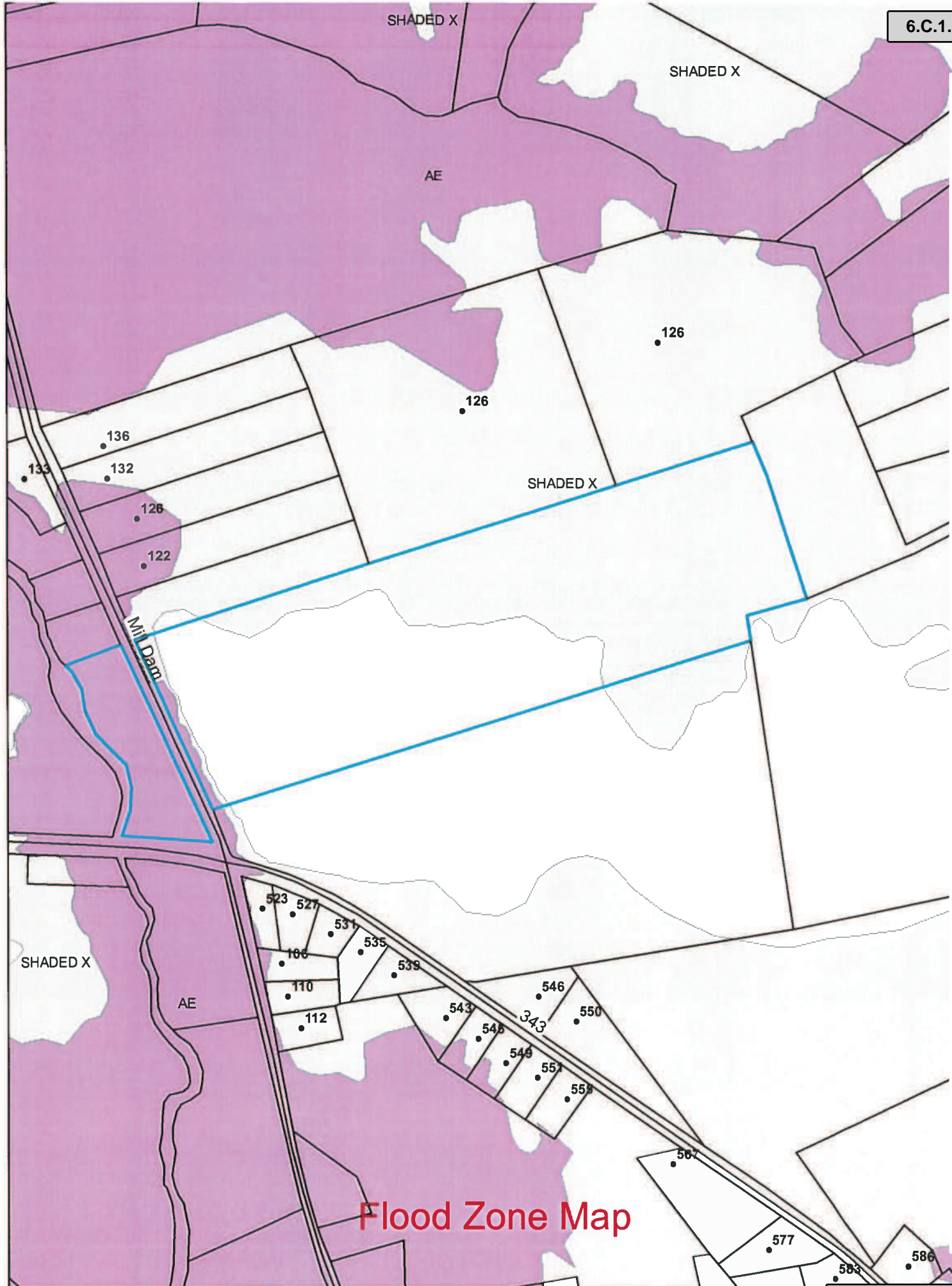
FLUv1

- Rural Residential One Ac*
- Environmental Preservati*
- Rural Preservation
- Rural Residential
- Village Residential
- Village Mixed-Use
- Crossroads Commercial
- Village Center
- Village Commercial
- Village Commercial Corri*
- Mixed-Use Employment
- Marine Commercial



Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)

Zoning Map



Flood Zone Map

Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)



Land Use/Development Application

County of Camden, North Carolina

Depending upon the type of proposal, the proposal may require a Zoning Permit, Conditional Use Permit, or Special Use Permit. This form is used as the start of application process. All applicants must submit a site plan (see "Minimum Site Plan Requirements") and a valid Health Department permit. Applicants for a Conditional Use Permit or Special Use Permit should review the "Requirements for Conditional Use Permit and Special Use Permit Applications".

Applicants for a subdivision must submit this form as their Special Use Permit application.

Please consult the Planning Office (1-252-338-1919) with any questions about your application.

Please Do Not Write in this Box	
PIN:	<u>02-8944-06-75-7172</u>
UDO#	<u>2017-06-04</u>
Date Received:	<u>6/2/17</u>
Received by:	<u>OP</u>
Zoning District:	<u>640</u>
Fee Paid \$	<u>400.00</u>

CK H 18532

PLEASE PRINT OR TYPE

Applicant's Name: Camden Dam Solar, LLC

If the Applicant is acting as agent for another person (the "principal"), please give that person's name on the line below and submit a copy of the agency agreement/letter with this Application.

Applicant's Mailing Address: 192 Raceway Drive Mooresville, NC 28117

Daytime Phone Number: (704) 662-0375

Street Address Location of Property: approximately at 122 North Mill Dam Road Camden, NC 27921 GPS Point 36.184461 & -76.073217

General Description of Proposal: Construction of a 5MW AC solar facility.

I swear or affirm that the foregoing information and all attachments hereto (now or subsequently provided as part of this application) are true and correct to the best of my knowledge.

Signed: [Signature]

Dated: 5/31/17

* Information to be filled out by Planning Department

*Is the Property in a Watershed Protection area? NO

*Flood Zone (from FIRM Map): X *Taxes paid? no

Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)

(F) Applicants for a Conditional Use Permit or a Special Use Permit must respond to the following issues and include those responses with their application: [Article 151.509] (The applicant may use separate sheets for answers to these questions.)

(1) Will the proposal in any way endanger the public health or safety?

The installation of the solar photovoltaic facility will not endanger public health or safety. The solar panels do not generate any emissions that will cause negative health effects to the public. The panels do not generate any noise, odor or lighting. The panels are safe and the technology have been widely used since the 1950s. Additionally, the panels do not have any impact on the environment.

(2) Will the proposal in any way injure the value of adjoining or abutting property?

The proposed solar facility will not injure the property value of adjoining or abutting properties in the vicinity of the project site. Studies conducted by home value assessors have concluded that having a solar facility next to your home does not affect the value of that home positively or negatively. The solar facility will implement setbacks from property boundaries as required by the county ordinance. Additionally, a vegetative buffer will be added to mitigate any visual impact. A solar facility is a low impact use of neighboring property. A long term lease of the proposed solar facility site protects the property current zoning status and ensures there are no additional development of the property for 25+ years. A list of property owners within 250 feet of the proposed site is shown on the preceding page.

(3) Is the proposal in conformity with the:

(a) Land Use Plan The parcel is currently zoned General Use and conforms to Camden County Special Use Permit table of permissible (151.334) Use No 17.400 for Solar farms.

(b) Thoroughfare Plan Not applicable

(c) Watershed Plan Not applicable

(4) Will the proposal exceed the county's ability to provide adequate public facilities, including, but not limited to, schools, fire and rescue, law enforcement, and other county facilities?

(a) Schools The installation of the solar facility will not affect nor impact the Camden county school system in anyway.

(b) Fire and rescue

The solar facility will not affect the Camden county fire and rescue facilities. The applicant is willing to provide emergency training to the fire and rescue team.

(c) Law Enforcement

The construction of the facility will not impact the Camden county law enforcement. The applicant is willing to provide emergency training to law enforcement.

(d) Other County facilities

There will be no additional burden to the Camden County infrastructure including the roadway system, water and sewer service.

Camden Dam Solar, LLC

Adjoining/Abutting Property Owners approximately 250 feet from purposed site

Owner Name	Owner's Address	PIN #
William & Brenda Jones	P.O Box 88 Camden NC 27921	028944009471510000
Maria Clarke & Howard D. Clarke III	960 Othello Court Delton, FL 32738	028944005489290000
Michael H. Francis & Heather L. Francis	126-C North Mill Dam Rd, Camden NC 27921	028944007670490000
Edward L. Sawyer	162 Milltown Rd, Shiloh NC 27974	028944007318680000
Stacy M. & Trisha A. Wilkins	126-B North Mill Dam Rd Camden, NC 27921	028944006577420000
Kim Sawyer	8236 Station House Court Lorton, VA 22079	028944007571720000
Brent & Stephanie Harding	442 Morgans Ridge Road Front Royal VA 22630	028944008535520000
Bradley Grundman	132 North Mill Dam Road Camden, NC 27921	028944005555720000
Ryan Cottrell & Courtney Cote	136 North Mill Dam Road Camden, NC 27921	028944005557200000
Walter & Rosita Golden	527 South Hwy 343 Camden, NC 27921	028944005385570000 028944005395900000
Robert & Elizabeth Fraser	531 South Hwy 343 Camden, NC 27921	028944006314450000
Danise & Jimmy Lane	913 Hanbury Ct. Chesapeake, VA 23322	028944006323750000
Merlin Kynaston	539 South Hwy 343 Camden, NC 27921	028944006332970000

Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)



CAMDEN DAM SOLAR, LLC

PROPOSED SOLAR PROJECTS

SPECIAL USE PERMIT APPLICATION

Project Overview:

Camden Dam Solar, LLC (the "Applicant") is proposing to build a 5 MW (AC) renewable energy generating facility within Camden County. The facility will be constructed on approximately 50 acres of land. The Camden Dam solar site is located approximately at 122 North Mill Dam Road Camden, North Carolina 27921 GPS point 36.184461 & -76.073217.

The 5 MW AC project will be a ground-mounted solar photovoltaic facility utilizing a single-axis tracking system and comprised of approximately 21,2,2 solar modules. There will be 6-foot security fence with 1-foot barbed wire that will enclose the solar facility and there will be a 40-foot wide security access gate(s) to allow operation and maintenance personnel access to the site. Once the solar farm has been constructed, it is anticipated the crew will visit each site less than once a month. There will be no additional burden to Camden County infrastructure including the roadway system, water and sewer service or schools.

The panels do not generate any noise, have no emissions, odor or lighting and are remotely monitored on a 24-hour basis. The panels will be mounted on a racking system secured by piles driven into the ground. Geotechnical evaluations will determine the depth of the piles and all work will be in accordance with North Carolina Codes and certified by North Carolina engineers. The structural design will be designed to withstand local hurricane requirements.

Construction Timeframe & Jobs:

We anticipate construction of the site will take two to three months from issuance of a building permit and intend to hire local vendors and subcontractors whenever possible. We anticipate the creation of 100-200 full-time jobs during construction.

Permits:

The Applicant, will comply with all local building codes, North Carolina Utilities Commission rules & regulations, storm-water and erosion control standards, and Federal Energy Regulatory Commission regulations to ensure a safe and viable development for Camden County and its residents. Applicant will follow all Camden County zoning requirements in regards to setbacks, buffering, height & decommissioning restrictions.



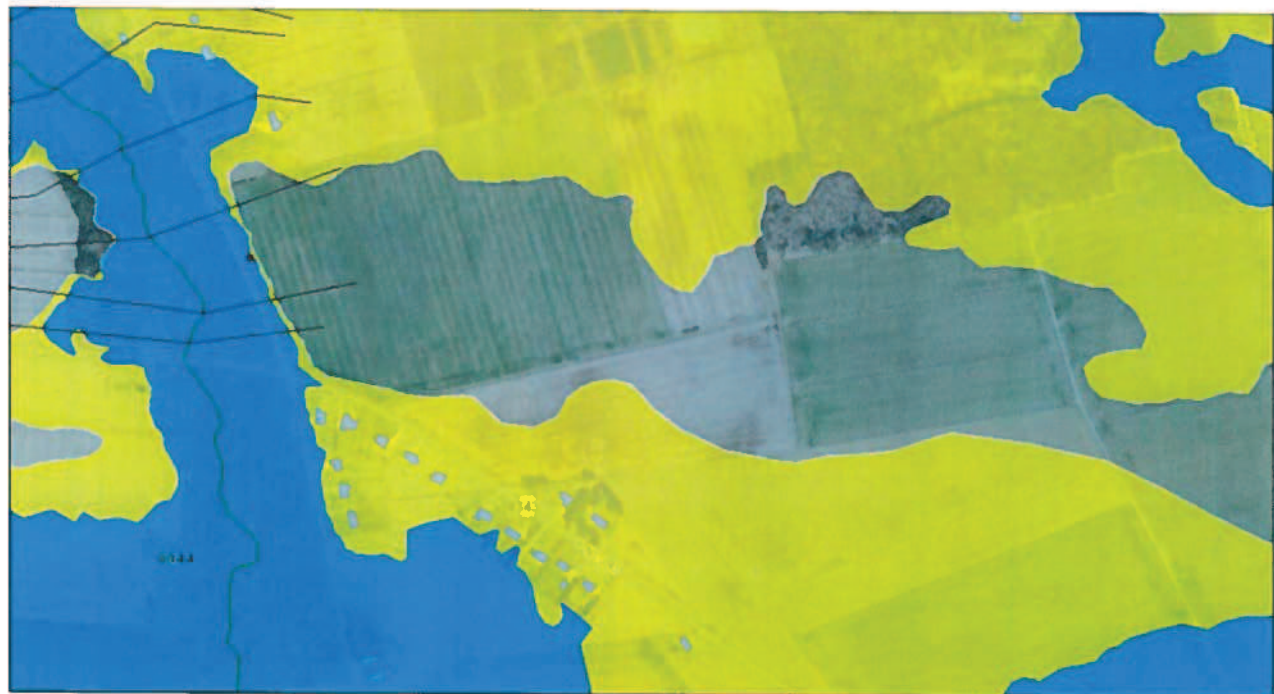
Land Control:

Camden Dam Solar LLC has entered into an Option to Lease with the below property owner and will own 100% of the generating facility built on the site. The site is comprised of the parcel as identified below:

Owner	Parcel #	Owner Address	Current Zoning
Kim Sawyer	028944007571720000	8236 Station House Court Lorton, VA 22079	General Use

Flood Zone:

The proposed site is located on three different flood zones as can be seen on the below map. Portion of the parcel is located on a minimal flood risk zone, zone AE and 0.2% (or 500 year) annual chance flood hazard. The Applicant will elevate all electrical connections one foot above the base flood elevation to meet the county requirement.



Legend

Panels	Flood Hazard Areas
Political Areas	AE
Stream Centerline	Floodway (AE)
Cross Sections	0.2 % Chance Annual Flood Hazard
Levee	Future Conditions 1% Annual Chance Flood Hazard

North Carolina Floodplain Mapping Program



192 Raceway Drive, Mooresville, NC 28117 · Phone: 704.662.0375 · info@sunenergy1.com

www.sunenergy1.com

Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)



Decommissioning Plan:

The Applicant will follow Camden County ordinance for decommissioning. If the solar facility does not generate any electricity for a continuous period of 12 months, the facility owner has 12 months to complete decommissioning. However, the 12 months does not include any delay resulting from force majeure.

Camden Dam Solar Project has an estimated useful lifetime of 30 years or more, with an extended opportunity for a lifetime of 50 years or more with equipment replacement and repowering. This section of the document, however, assumes that at the end of the useful lifetime of the original equipment the facility will be completely dismantled, materials removed, recycled, and the site returned to its original agricultural state.

Decommissioning of the project will be handle by the solar facility owner. All cost (labor, disposal) associated with the decommissioning of the project site will be the facility owner's responsibility.

As discussed above the end of life of the facility is within 30 years, however the facility can be decommissioned if any of the below items occurs;

1. The end of the land lease where the property owner declines to renew the lease with the facility owner
2. The solar facility is abandoned and no longer provide any power production for a duration of 12 months
3. The system is damaged and cannot be repaired or replaced
4. At the facility owner' discretion

Procedures for decommissioning after ceasing operation

The project consists of numerous recyclable materials, including glass, semiconductor material, steel, wood, aluminum, copper, and plastics. When the Project reaches the end of its operational life, the component parts can be dismantled and recycled. The Project components will be dismantled and removed using minimal impact conventional construction equipment and recycled or disposed of safely.



Temporary Erosion Control

Appropriate temporary (construction-related) erosion and sedimentation control best management practices (BMP) will be used during the decommissioning phase of the project. The BMPs will be inspected on a regular basis to ensure their function.

General Removal Process

Effectively, the decommissioning of the solar plant proceeds in reverse order of the installation.

- The PV facility shall be disconnected from the utility power grid.
- PV modules, shall be disconnected, collected and returned per the Solar Collection and Recycling Program
- Site aboveground and underground electrical interconnection and distribution cables shall be removed and recycled off-site by an approved recycling facility.
- PV module support beams and aluminum racking shall be removed and recycled off-site by an approved recycler.
- PV module support steel and support posts shall be removed and recycled off-site by an approved metals recycler.
- Electrical and electronic devices as applicable, including transformers and inverters shall be removed and recycled off-site by an approved recycler.
- Fencing shall be removed and will be recycled off-site by an approved recycler.
- Any roads constructed for the project site will be the interior and perimeter access roads constructed of a minimum 4" aggregate base. These roads can remain onsite should the landowner choose to retain them, or be removed and the gravel repurposed either on- or off-site.
- The Project Site may be converted to other uses in accordance with applicable land use regulations in effect at that time of decommissioning. There are no permanent changes to the site and it can be restored to its original condition including re-vegetation. Any soil removed for construction purposes will be relocated on the site or used for landscaping after construction is complete.



In case of abandonment of project during construction, the same decommissioning procedures will be undertaken and the same decommissioning and restoration program will be honored. The facility will be dismantled, materials removed and recycled, the soil that was removed will be graded and the site returned to its preconstruction state.

The estimated cost of removal will be prepared by a third-party engineer and submitted prior to receipt of the building permit. The estimated cost is subject to the final decision from the Camden County Board of Commissioners on solar ordinance No. 2017-05-01 "An Ordinance Amending the Camden County Code of Ordinances" Section 10 and 11.

Applicant/Applicant Representative Signature:  Date: 6/1/17

Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)

Issued Nov 29 2001
\$.00
State of Camden
North Carolina County
Real Estate Excise Tax

Filed in Camden County, NC
on Nov 29 2001 at 10:48:12 AM
by Peggy C. Kight
Register of Deeds

NORTH CAROLINA EXCISE STAMPS
ATTACHED AND CANCELLED \$ 0.00
\$2.00 per 1,000 value

BOOK 152 PAGE 455

Excise Tax Recording Time, Book and Page
Tax Lot No. Parcel Identifier No. 02-8944-00-75-2526
Verified by 395-02-LSG County on the 29th day of November, 2001
by - - -

Mail after recording to H.T. Mullen, Jr., Attorney at Law
Post Office Box 365 Elizabeth City, NC 27907
This instrument was prepared by H.T. Mullen, Jr.
Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 20th day of July, 2001, by and between

GRANTOR
Edward L. Sawyer, Free Trader;
Kim Sawyer, unmarried; and
Janice Pressnel Sawyer, widow

GRANTEE
Kim (formerly Ida May) Sawyer
8236 Station House Court
Lorton, VA 22079

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.
The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.
WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Courthouse Township, Camden County, North Carolina and more particularly described as follows:

Lot # 3 of that certain map or plat entitled "L. R. Sawyer Heirs", Camden County, North Carolina and the same being dated January 20, 1967 and July 11, 2001, the same having been prepared by S. Elmo Williams, Registered Surveyor and a copy of the aforesaid map or plat is by reference incorporated herein.
The above-described lands were acquired by Deed dated the December 30, 1976 and the same being of record in Deed Book 66 at Page 23 of the Camden County Public Registry.

N.C. Bar Assoc. Form No. 3-D 1916, Revised 1977.
Printed by Agreement with the N.C. Bar Assoc. (1977)

Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)

BOOK 152 PAGE 456

The property hereinabove described was acquired by Grantor by instrument recorded in _____

A map showing the above described property is recorded in Plat Book _____ page _____ TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

BY: _____ (Corporate Name) _____ Edward L. Sawyer, Free Trader (SEAL) _____ Kim Sawyer, unmarried (SEAL) _____ Janice Pressnel Sawyer, widow (SEAL) _____ Secretary (Corporate Seal) _____ (SEAL)



NORTH CAROLINA, Pasquotank County. I, a Notary Public of the County and State aforesaid, certify that Edward L. Sawyer, Free Trader & Kim Sawyer, unmarried, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 20th day of July, 2001. My commission expires: 9-21-03 K. Alison Bray, Notary Public



ALABAMA, LIMESTONE County. I, a Notary Public of the County and State aforesaid, certify that Janice Pressnel Sawyer, widow, personally came before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 13th day of Oct, 2001. My Commission Expires 8-13-2002. _____ Notary Public

The foregoing Certificate(s) of K. Alison Bray, Notary Public of Camden Co., NC and Lisa D. Williams, Notary Public of the State of Alabama at Large

I/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof. _____ REGISTER OF DEEDS FOR CAMDEN COUNTY By _____ Deputy/Assistant - Register of Deeds

Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)

Camden County, North Carolina

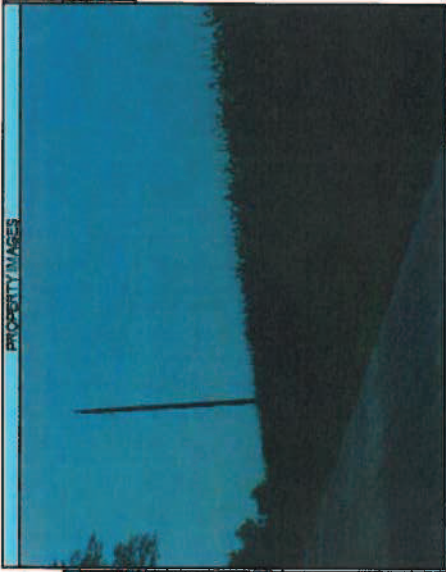
PO Box 126, Camden, NC 27821 (252) 338-1919

02.8944.00.75.7172.0000 1 of 1 1

SAPYER KIM

**8236 STATION HOUSE COURT
LORION VA 22079**

NOTES



911 STREET ADDRESS	
MILL DAM RD N	
DEED BOOK PAGE	PLAT BK PG
152 455	3-98A
ACCOUNT	NEED CODE
20000000	5/05/2017

LEGAL DESCRIPTION		LOT	SALES INFORMATION				
ZONE	CODE	DESCRIPTION	FRONT	DEPTH	UNITS	RATE	VALUE
GUD	20160	OPEN LAND AC	49.830	A	49.830 A	\$5,608.79	\$279,486
Acres		49.830	Total Land Value		\$279,486		
ZONE	CODE	DESCRIPTION	FRONT	DEPTH	UNITS	RATE	VALUE
GUD	124000	OPEN LAND #4	3.360	A	3.360 A	\$40.00	\$134
GUD	121000	OPEN LAND #1	46.470	A	46.470 A	\$1,200.00	\$55,764
Total Land Use Value			Total Land Use Value		\$55,898		
BUILDING INFORMATION		STORIES	BUILDING SECTIONS				
STRUCTURE	FOUNDATION	CONDITION	SOFT	RATE	COST	NEW	VALUE
		0.000					
EXT SIDING	ROOF STYLE	YEAR BUILT	OTHER FEATURES				
		0	TOTAL VALUE	Total Sections Value			\$0
ROOF MATERIAL	INSIDE WALLS	EFFECTIVE YEAR					
		0					
FLOORING	HEAT	BATHS	LAND	BUILDING	OUT BUILDINGS	ASSESSED VALUE	\$279,486
		0.00				\$0	\$279,486
						LESS DEFERRED	\$223,588
HEAT FUEL	FIREPLACES	TOTAL SOFT				TAXABLE VALUE	\$55,898
		0					
AIR COND							

COURTHOUSE

SAW-2016-02215

**U.S. ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT**

Action ID. **SAW-2016-02215**County: **Camden**

NO DEPARTMENT OF THE ARMY AUTHORIZATION REQUIRED

Property Owner: **Eric Schudt**
Sun Energy 1
 Address: **6750 NC Highway 30 East**
Bethel, NC, 27812

Telephone Number: **(252) 825-1731**

Size and Location of Property (waterbody, road name/number, town, etc.): Property is located at the junction of North Mill Dam Road and Route 343 in Camden, Camden County, North Carolina. It is primarily agricultural land of 49.81 acres. The nearest tributary is Mill Dam Creek which flows into the Areneuse Creek a tributary to the Pasquotank River a TNW.

Description of Activity: Proposed Solar Energy Site.

Your work as proposed does not require Department of the Army authorization for the following reason(s):

- There are no jurisdictional waters or wetlands within the boundaries of the property.
- The proposed project does not impact jurisdictional waters or wetlands.
- The proposed project is exempt from Department of the Army regulation.
Specify: _____.

This Department of the Army determination does not relieve the permittee of the responsibility to obtain any other required Federal, State, or local approvals/permits. The permittee may need to contact appropriate State and local agencies before beginning work.

For any activity within the twenty coastal counties, before beginning work, you must contact the N.C. Division of Coastal Management in Washington, North Carolina, at (252) 956-6481 to discuss any required State authorization.

Any changes in the above described work must be coordinated with the Corps of Engineers prior to commencement. If you have any questions regarding the Corps of Engineers regulatory program, please contact **Krystynka Stygar** at telephone number 910-251-4619 or Krystynka.B.Stygar@usace.army.mil.

Regulatory Project Manager Signature **STYGAR.KRSTYNKA**, Digitally signed by
BETHANIE.1408680 DN: ce=US, o=U.S. Government, ou=DoD
 ou=PKI, ou=USA
 cn=STYGAR.KRSTYNKA BETHANIE 1408680430
 Date: 2016.12.12 11:37:19 -05'00'
 430

Date: **December 12, 2016**

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete our Customer Satisfaction Survey, located online at http://corpsmapu.usace.army.mil/cm_apex/f?p=136:4:0.

Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)

SAW-2016-02215

SURVEY PLATS, FIELD SKETCH, WETLAND DELINEATION FORM, ETC., MUST BE ATTACHED TO THE FILE COPY OF THIS FORM, IF REQUIRED OR AVAILABLE.

Copy Furnished:

Brad Breslow
Resource Environmental Solutions, LLC
302 Jefferson Street, Suite 110
Raleigh, NC 27605

(919)209-1062

Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)

U.S. ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT

Action Id. SAW-2016-02215 County: Camden U.S.G.S. Quad: NC-ELIZABETH CITY

NOTIFICATION OF JURISDICTIONAL DETERMINATION

Property Owner/Applicant: Sun Energy 1
Eric Schudt
Address: 6750 NC Highway 30 East
Bethel, NC, 27812

Telephone Number: (252) 825-1731

Size (acres)	<u>49.81</u>	Nearest Town	<u>Camden</u>
Nearest Waterway	<u>Areneuse Creek</u>	River Basin	<u>Albemarle-Chowan</u>
USGS HUC	<u>03010205</u>	Coordinates	Latitude: <u>36.311156</u> Longitude: <u>-76.126218</u>

Location description: Property is located at the junction of North Mill Dam Road and Route 343 in Camden, Camden County, North Carolina.

Indicate Which of the Following Apply:

A. Preliminary Determination

- There are waters, including wetlands, on the above described project area, that may be subject to Section 404 of the Clean Water Act (CWA)(33 USC § 1344) and/or Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403). The waters, including wetlands, have been delineated, and the delineation has been verified by the Corps to be sufficiently accurate and reliable. Therefore this preliminary jurisdiction determination may be used in the permit evaluation process, including determining compensatory mitigation. For purposes of computation of impacts, compensatory mitigation requirements, and other resource protection measures, a permit decision made on the basis of a preliminary JD will treat all waters and wetlands that would be affected in any way by the permitted activity on the site as if they are jurisdictional waters of the U.S. This preliminary determination is not an appealable action under the Regulatory Program Administrative Appeal Process (Reference 33 CFR Part 331). However, you may request an approved JD, which is an appealable action, by contacting the Corps district for further instruction.
- There are wetlands on the above described property, that may be subject to Section 404 of the Clean Water Act (CWA)(33 USC § 1344) and/or Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403). However, since the waters, including wetlands, have not been properly delineated, this preliminary jurisdiction determination may not be used in the permit evaluation process. Without a verified wetland delineation, this preliminary determination is merely an effective presumption of CWA/RHA jurisdiction over all of the waters, including wetlands, at the project area, which is not sufficiently accurate and reliable to support an enforceable permit decision. We recommend that you have the waters of the U.S. on your property delineated. As the Corps may not be able to accomplish this wetland delineation in a timely manner, you may wish to obtain a consultant to conduct a delineation that can be verified by the Corps.

B. Approved Determination

- There are Navigable Waters of the United States within the above described property subject to the permit requirements of Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403) and Section 404 of the Clean Water Act (CWA)(33 USC § 1344). Unless there is a change in law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- There are waters of the U.S., including wetlands, on the above described project area subject to the permit requirements of Section 404 of the Clean Water Act (CWA) (33 USC § 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- We recommend you have the waters of the U.S. on your property delineated. As the Corps may not be able to accomplish this wetland delineation in a timely manner, you may wish to obtain a consultant to conduct a delineation that can be verified by the Corps.

Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)

SAW-2016-02215

The waters of the U.S., including wetlands, on your project area have been delineated and the delineation has been verified by the Corps. If you wish to have the delineation surveyed, the Corps can review and verify the survey upon completion. Once verified, this survey will provide an accurate depiction of all areas subject to CWA and/or RHA jurisdiction on your property which, provided there is no change in the law or our published regulations, may be relied upon for a period not to exceed five years.

The waters of the U.S., including wetlands, have been delineated and surveyed and are accurately depicted on the plat signed by the Corps Regulatory Official identified below on _____. Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.

There are no waters of the U.S., to include wetlands, present on the above described property which are subject to the permit requirements of Section 404 of the Clean Water Act (33 USC 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.

The property is located in one of the 20 Coastal Counties subject to regulation under the Coastal Area Management Act (CAMA). You should contact the Division of Coastal Management in Elizabeth City, NC, at (252) 264-3901 to determine their requirements.

Placement of dredged or fill material within waters of the US, including wetlands, without a Department of the Army permit may constitute a violation of Section 301 of the Clean Water Act (33 USC § 1311). Placement of dredged or fill material, construction or placement of structures, or work within navigable waters of the United States without a Department of the Army permit may constitute a violation of Sections 9 and/or 10 of the Rivers and Harbors Act (33 USC § 401 and/or 403). If you have any questions regarding this determination and/or the Corps regulatory program, please contact Krystynka Stygar at 910-251-4619 or Krystynka.B.Stygar@usace.army.mil.

C. Basis for Determination: This site exhibits no wetland criteria as described in the 1987 Corps Wetland Delineation Manual and supplemental Atlantic and Gulf Coast supplement.

D. Remarks: Agricultural field has been effectively drained and ditched since the 1980s, and has become normal conditions for this state. Please see attached Map titled: Camden Dam Wetland Map

E. Attention USDA Program Participants

This delineation/determination has been conducted to identify the limits of Corps' Clean Water Act jurisdiction for the particular site identified in this request. The delineation/determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985. If you or your tenant are USDA Program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service, prior to starting work.

F. Appeals Information (This information applies only to approved jurisdictional determinations as indicated in B. above)

This correspondence constitutes an approved jurisdictional determination for the above described site. If you object to this determination, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and request for appeal (RFA) form. If you request to appeal this determination you must submit a completed RFA form to the following address:

US Army Corps of Engineers
South Atlantic Division
Attn: Jason Steele, Review Officer
60 Forsyth Street SW, Room 10M15
Atlanta, Georgia 30303-8801

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by **February 10, 2017**.

It is not necessary to submit an RFA form to the Division Office if you do not object to the determination in this correspondence.

Corps Regulatory Official: STYGAR.KRSTYNKA Digitally signed by
STYGAR.KRSTYNKA.BETHANIE.1408680430
DN: c=US, o=U.S. Government, ou=DoD,
ou=PKI, ou=USA,
cn=STYGAR.KRSTYNKA.BETHANIE.1408680430
Date: 2016.12.12 11:42:17 -05'00'
.BETHANIE.140868
0430

Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)

SAW-2016-02215

Date: December 12, 2016

Expiration Date: December 12, 2021

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete our Customer Satisfaction Survey, located online at http://corpsmapu.usace.army.mil/cm_apex/f?p=136:4:0.

Copy Furnished:

Brad Breslow

Resource Environmental Solutions , LLC

302 Jefferson Street , Suite 110

Raleigh, NC 27605

(919)209-1062

Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)

SAW-2016-02215

**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND
REQUEST FOR APPEAL**

Applicant: Eric Schudt Sun Energy 1	File Number: SAW-2016-02215	Date: December 12, 2016
Attached is:	See Section below	
<input type="checkbox"/> INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A	
<input type="checkbox"/> PROFFERED PERMIT (Standard Permit or Letter of permission)	B	
<input type="checkbox"/> PERMIT DENIAL	C	
<input checked="" type="checkbox"/> APPROVED JURISDICTIONAL DETERMINATION	D	
<input type="checkbox"/> PRELIMINARY JURISDICTIONAL DETERMINATION	E	

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits.aspx> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the district engineer. This form must be received by the division engineer within 60 days of the date of this notice.

Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)

SAW-2016-02215

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

**District Engineer, Wilmington Regulatory Division,
Attn: Krystynka Stygar
2407 west 5th street
Washington, NC 27889**

If you only have questions regarding the appeal process you may also contact:

Mr. Jason Steele, Administrative Appeal Review Officer
CESAD-PDO
U.S. Army Corps of Engineers, South Atlantic Division
60 Forsyth Street, Room 10M15
Atlanta, Georgia 30303-8801
Phone: (404) 562-5137

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.

Date:

Telephone number:

For appeals on Initial Proffered Permits send this form to:

District Engineer, Wilmington Regulatory Division, Krystynka Stygar, 2407 West 5th Street, Washington , NC 27889

For Permit denials, Proffered Permits and approved Jurisdictional Determinations send this form to:

**Division Engineer, Commander, U.S. Army Engineer Division, South Atlantic, Attn: Mr. Jason Steele,
Administrative Appeal Officer, CESAD-PDO, 60 Forsyth Street, Room 10M15, Atlanta, Georgia 30303-8801
Phone: (404) 562-5137**

Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)

STATE OF NORTH CAROLINA

OPTION TO LEASE

COUNTY OF CAMDEN

THIS OPTION TO LEASE (this "Agreement") made as of the 20th day of December, 2016 (the "Effective Date") by and between KIM SAWYER, having an address at 8236 Stationhouse Court, Lorton, Virginia 22079 ("Owner") and CAMDEN DAM SOLAR, LLC, a North Carolina limited liability company, having a principal business address at 192 Raceway Drive, Mooresville, NC 28117, and its related affiliated entities ("Tenant").

WITNESSETH

WHEREAS, Owner owns approximately 49.83 acres of real property located in Camden County, North Carolina, together with any improvements located thereon and all rights, privileges, and easements appurtenant thereto;

WHEREAS, Tenant desires to acquire an option to lease up to approximately 49.83 acres for the purpose of constructing and operating certain improvements thereon consisting of solar photovoltaic electricity generating facilities and related facilities (collectively, the "Development"); and

NOW, THEREFORE, in consideration of the promises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Option.

(a) Owner, for and in consideration of the sum of [REDACTED] (the aforesaid sum, together with all interest earned thereon and any extension payments made in accordance with the provisions of Paragraph 2 below, is hereinafter referred to as the "Option Fee") to be paid by Tenant within five (5) business days after the full execution of this Agreement to Owner, does hereby give and grant unto Tenant, its successors or assigns, or Tenant's related affiliate, its successors or assigns, the exclusive right, option and privilege to lease the Property (the "Option") in accordance with the terms and conditions set forth in this Agreement. The Option Fee shall be nonrefundable and shall be retained by Owner regardless of whether Tenant exercises the Option, except as provided in Section 12 below.

(b) Tenant, and/or Tenant's related affiliate, contemplates developing solar photovoltaic electricity generating facilities and related facilities on the Property. Prior to the end of the Option Period (as defined below), Tenant shall cause the Property, and to the extent then identified, the "Easement Areas", as such term is defined in the form of Ground Lease and Easement Agreement (collectively, the "Lease") attached as Exhibit B to this Agreement, to be surveyed. The term "Property", as used herein, shall mean both the land described on Exhibit A (herein sometimes referred to as the "Site") and also such property(ies) of Owner, if any, as Tenant shall identify as the "Easement Areas" (as such

Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)

term is defined in the Lease). The legal description of the Site and the Easement Areas shall be attached to the Lease as Exhibit A of the Lease and the aggregate number of gross acres of the Site shall be inserted into Section 4.1 of the Lease and shall be used to calculate the Base Rent (as defined herein) payable thereunder. Upon such designation of the Easement Areas with specificity, the parties shall execute and record a supplemental Memorandum of Option which shall describe the Site and Easement Areas with specificity.

2. Option Term. This Option shall begin as of the date hereof and shall expire, unless extended as hereinafter provided, on December 31, 2017 (the aforesaid period is hereinafter referred to as the "Option Period"). In the event Tenant shall be unable to determine during the Option Period whether the Property is suitable for the Development, then it may allow the Option to expire without being exercised.

3. Option Exercise.

(a) At any time during the Option Period and following the written approval by both Tenant and Owner (such approval not to be unreasonably withheld, conditioned or delayed) of the final legal description of the Site as described above, Tenant may exercise this Option with respect to the Site by delivering to Owner written notice of its election. Promptly following such exercise of its Option, Tenant will deliver to Owner four (4) originals of the Lease identifying the Site (together with each Easement Agreement, the form of which is included therewith) fully executed by Tenant. Upon said delivery of the Lease by Tenant, Owner shall also execute the Lease (together with each Easement Agreement, the form of which is included therewith) and thereby lease to Tenant, and Tenant shall lease from Owner, the Site and the Easement Areas. In the event Tenant does not exercise the Option in accordance with this Paragraph 3, all rights of Tenant and obligations of Owner under this Agreement shall terminate, except as otherwise specifically provided below.

(b) Site Preparation. In the event Tenant does exercise the Option in accordance with this paragraph 3, Owner agrees, covenants and warrants that the Site shall be free and clear of all crops, trees and other structures or obstructions as of the Effective Date of the Lease, except as otherwise provided in Rider A to the Lease, if applicable.

4. The Lease. Owner and Tenant agree and acknowledge that the Lease, along with all of the exhibits to the Lease, has been negotiated in good faith by both parties. In the event Tenant exercises its option pursuant to Section 3 herein, both parties shall execute the Lease and all exhibits to the Lease in the form attached hereto as Exhibit B, with the final acreage and the descriptions of the Site and the Easement Areas which will comprise the Property (as determined pursuant to Section 1(b) above) to be inserted into said Lease.

5. Base Rent. In the event Tenant exercises its Option pursuant to Section 3 above and enters into a Lease with Owner, Tenant and Owner agree that the annual rent ("Base Rent") during the initial fifteen (15) year term shall be [REDACTED] of the Site per year, payable annually in advance. During the first five (5) year renewal term, the Base Rent shall be in the amount of [REDACTED] of the Site

per year, payable annually in advance. During the second five (5) year renewal term, the Base Rent shall be in the amount of [REDACTED] of the Site per year, payable annually in advance. During the third five (5) year renewal Term, Base Rent shall be in the amount of [REDACTED] of the Site per year, payable annually in advance.

6. Title and Survey Matters. It is understood and agreed that should the Option be exercised, the Property will be leased to Tenant, and/or Tenant's related affiliate, under the Lease free and clear of all liens and encumbrances except (i) the lien of real and personal property ad valorem taxes for the year in which the Lease shall commence, (ii) such easements, covenants and restrictions as are of record as of the Effective Date and disclosed on Tenant's title commitment respecting the Property which title commitment is subject to review and approval by Owner prior to Tenant's exercise of the Option, and (iii) such matters as would be revealed by a current, accurate survey of the Property, as of the date that is the earlier of the date Tenant exercises its Option hereunder or the date of the survey, if any, obtained by Tenant regarding the Property (collectively the "Permitted Exceptions").

7. Tenant Due Diligence. During the Option Period, Tenant and its agents may enter the Property to conduct certain tests and inspections (including, without limitation surveys, engineering and environmental studies, soil tests, groundwater measurements, test borings and such other tests or studies which Tenant may deem advisable) and conduct other evaluations of, and inquiries into the suitability of the Property for development of the Development thereon (collectively, the "Due Diligence"). Tenant shall not damage or alter the Property while conducting its inspections, tests and studies. Tenant agrees to indemnify and hold Owner harmless from any claim, liability, loss, cost, damage, or expense suffered by Owner as a result of Tenant's Due Diligence activities on the Property. Owner agrees to cooperate with Tenant in conjunction with the Due Diligence, and will promptly upon the execution hereof furnish Tenant with copies of (or otherwise make available to Tenant for its inspection) any information in its possession specifically requested by Tenant that would be relevant to Tenant's Due Diligence.

8. Owner's Representations. Excepting for and subject to the application and impact of the above Permitted Exceptions thereon, Owner hereby represents and warrants to Tenant as follows, which representations and warranties shall be deemed made by Owner to Tenant also as of the date of Tenant's exercise of the Option.

(a) Owner has full power and authority to execute, deliver and carry out the terms and provisions of this Agreement. This Agreement has been duly executed and delivered by Owner and (upon execution and delivery by Tenant) constitutes the legal, valid and binding obligation of Owner, enforceable against it in accordance with the terms hereof, subject as to enforceability of remedies to limitations imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(b) There are no material claims, actions, suits, or proceedings pending, or to the best of Owner's knowledge, threatened against or affecting the Property.

(c) No person, firm or other legal entity has any right or option to acquire the Property or any portion or portions thereof or any interest or interests therein, including but not limited to agricultural and/or farming leases.

(d) Owner has not entered into any agreement with reference to the Property, and neither Owner nor the Property is subject to any claim, demand, suit, unfiled lien, proceeding or litigation of any kind, pending or outstanding, or to the best of Owner's knowledge, threatened or likely to be made or instituted which would (i) be binding upon Tenant; or (ii) limit Tenant's full use and enjoyment of the Property; or (iii) limit Owner's ability to enter into this Agreement and consummate the transaction contemplated hereby.

(e) There is no pending or, to Owner's best knowledge, threatened, condemnation or similar proceeding or special assessment, affecting the Property, nor to Owner's best knowledge is any such proceeding or assessment contemplated by any governmental authority.

(f) Owner holds valid fee simple and marketable title to the Property (subject to the Permitted Exceptions), has done nothing to impair such title to the entire interest in the Property as Owner received, and will warrant and defend the title against the lawful claims of all persons claiming by, under, or through Owner.

(g) In the event this Option is exercised, occupancy and possession of the Property shall be delivered to the Tenant at the commencement of the Term of the Lease free and clear of (i) adverse parties in possession, (ii) leases in effect covering the Property, including any agricultural and/or farm leases and (iii) deed or other restrictions on the Property except for covenants and restrictions as are of record as of the Effective Date and disclosed on Tenant's title commitment respecting the Property.

(h) To the best of Owner's knowledge, Owner has complied with all federal, state and local laws, rules and regulations relating to the Property.

(i) Access to the Property is by public road or by non-exclusive easement that is shared by Owner and other landowners whose tracts adjoin the easement or otherwise depend on it for access to the public road. To the best knowledge and belief of Owner, there is no pending or threatened governmental proceeding which would impair or result in the limitation or termination of such access;

(j) Owner has not stored any hazardous substance or toxic waste on, in or under the Property or permitted the Property to be used for the storage, release or discharge of any of the same. To the best of Owner's knowledge, there has been no storage, release or discharge of any hazardous substance or toxic material on, in or under the Property or the location of any underground storage tank, landfill or dumping ground on, in or under or related to the Property. Owner has no knowledge of the assertion of any environmental problem or proceeding with respect to the Property by any governmental agency, authority or instrumentality. To the best of Owner's knowledge, there has been no assertion of any environmental problem or proceeding with respect to any adjoining property by any governmental agency, authority or instrumentality. Owner shall indemnify and hold Tenant

harmless from any cost, loss or liability incurred with respect to any hazardous substance, toxic material, underground storage tank, landfill or dumping ground being found on, in or under the Property which results from any occurrence to the commencement of the Lease not caused by Tenant or by Tenant's agents, employees or contractors.

(k) Except as specifically provided for herein, Owner has received the consent or approval of any outside person or entity (including, but not limited to, governmental agencies or authorities) that is required with respect to the execution and delivery of this Agreement or the Lease by Owner or the consummation by Owner of the transaction contemplated hereby or the performance by Owner of its obligations hereunder.

9. Representations and Warranties of Tenant. Tenant represents and warrants unto Owner as follows:

(a) Tenant has full power and authority to execute, deliver and carry out the terms and provisions of this Agreement. This Agreement has been duly executed and delivered by Tenant and (upon execution and delivery by Owner) constitutes the legal, valid and binding obligation of Tenant, enforceable against it in accordance with the terms hereof, subject as to enforceability of remedies to limitations imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(b) Except as specifically provided for herein, no consent or approval of any outside person or entity (including, but not limited to governmental agencies or authorities) is required with respect to the execution and delivery of this Agreement or the Lease by Tenant or the consummation by Tenant of the transaction contemplated hereby or the performance by Tenant of its obligations hereunder.

(c) Tenant shall be responsible for and promptly pay before default any personal property taxes or special assessments, if any, that may be levied or assessed against any improvements, or other personal property, situated on the Property, it being the mutual intention of the parties that Owner shall not be required to pay any taxes on personal property by reason of permitting Tenant to enter this Agreement or any resulting Lease. Tenant also agrees to indemnify Owner against any loss or liability resulting from any and all claims or liens in connection with such taxes and assessments.

10. Memorandum of Option. The parties hereto agree to enter into a short form Memorandum of Option for the purpose of recording the same in the Camden County, North Carolina Public Registry or other applicable recording office. Tenant shall bear the cost of preparing and recording said Memorandum of Option.

11. No Waste. During the Option Period, Owner shall commit no waste upon the Property.

12. Default/Remedies. In the event of a breach of this Option by Owner, Tenant shall have the option, as its remedy hereunder, either (a) to terminate this Option and receive a return of its Option Fee, in which event neither party shall have any further obligation to the other hereunder

except for the indemnification obligations of Paragraph 6 and Paragraph 14; or (b) to demand and sue for specific performance by Owner of its obligations hereunder.

13. Survey, Engineering Data, Development Plans, Building Plans, Etc. As soon as possible after the date hereof, Owner shall deliver to Tenant (or otherwise make available to Tenant for copying) copies of all surveys, engineering studies, site plans, development plans, building plans, special use permits, zoning information, water and sewer permits and tap-ons, and related data, licenses, permits and information with respect to the Property, if any, which may be owned by and readily available to Owner at no cost or expense other than reasonable reproduction charges.

14. Notice. Any notice required to be given hereunder shall be in writing and shall be deemed to have been duly delivered as of: (i) the date and time the same is either delivered personally or by email, unless such delivery is made (a) on a day that is not a business day in the place of receipt or (b) after 5:00 p.m. local time on a business day in the place of receipt, in either of which cases such delivery will be deemed to be made on the next succeeding business day, (ii) on the next business day after timely delivery to a reputable overnight courier, or (iii) deposited, postage prepaid, in the United States mail, to be mailed by registered or certified mail, return receipt requested, addressed to the party to whom the same is directed at the following addresses:

If to Tenant: Camden Dam Solar, LLC
192 Raceway Drive
Mooresville, NC 28117
Attention: Kenny Habul, Manager
Email: kenny@sunenergy1.com

With a copy to: SunEnergy1, LLC
192 Raceway Drive
Mooresville, NC 28117
Attention: Legal Department
Email: legal@sunenergy1.com

If to Owner: Ms. Kim Sawyer
8236 Stationhouse Court
Lorton, VA 22079

With a copy to: _____

15. Brokerage. Tenant and Owner warrant and represent to each other that no real estate agents' commissions, binders, fees or other like charges are due and owing or, to the best of the knowledge and belief of either of them, are claimed or asserted by any person, firm or corporation in connection with this Option and any subsequent leasing of the Property. Each

Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)

party agrees to hold the other harmless from and against any expense (including court costs and attorney's fees) resulting from any such claim which is based upon any dealings by any third party with the indemnifying party.

16. Survival. Section 19 of this Agreement shall survive the expiration or any other termination of this Agreement for a period of 12 months. In the event the Option is exercised and the Lease is executed, the provisions of this Agreement shall not survive and the provisions of the Lease shall control.

17. Assignment. This Agreement may be assigned by Tenant without the consent of Owner to (a) any entity which controls, is controlled by or under common control with Tenant; (b) any entity resulting from the merger or consolidation of Tenant; (c) any person or entity which acquires all of the assets of Tenant as a going concern of the business that is being conducted on the Site, provided that said transferee assumes all of the obligations of Tenant under the Ground Lease; provided, however, Tenant shall notify Owner in writing of any such Assignment.

18. General Provisions.

(a) No Waiver. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

(c) Amendment. No amendment to this Agreement shall be binding upon any of the parties hereto unless such amendment is in writing and executed by all parties hereto.

(d) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective administrators, executors, personal representatives, successors and assigns.

(e) Counterparts; Signatures. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. Owner and Tenant hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. Owner and Tenant (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other Party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Ground Lease based on the foregoing forms of signature.

(f) Headings, etc. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

(g) Severability. If any term or provision of this Option to Lease Agreement is, to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Option to Lease Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. Confidentiality. Owner agrees to use commercially reasonable efforts to keep confidential, and not publicly disclose, the terms of this Option or of the Lease and any information provided by Tenant to Owner in relation to the transaction contemplated hereby.

20. Advice of Counsel. Owner and Tenant represent and warrant to each other that each has read and fully understands the terms and provisions of this Agreement and the Lease attached as Exhibit B, has had an opportunity to review this Agreement and the Lease with legal counsel, and has executed this Agreement based upon such party's own judgment and advice of independent legal counsel (if sought).

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Option to Lease Agreement to be executed under seal as of the date first above written.

OWNER:

By: Kim Sawyer
Name: Kim Sawyer

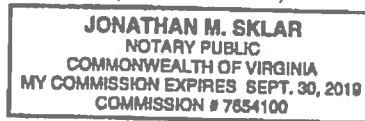
STATE OF VIRGINIA
COUNTY OF Fairfax

I, Jonathan M. Sklar, a Notary Public, do hereby certify that KIM SAWYER personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 8 day of December, 2016.

Jonathan M. Sklar
Notary Public
My Commission Expires: 09/30/2019

(Official Seal)



[SIGNATURES CONTINUE ON NEXT PAGE]

Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)

TENANT

CAMDEN DAM SOLAR, LLC

By: 
Name: Kenny Habul
Title: Manager

STATE OF NORTH CAROLINA
COUNTY OF IREDELL

I, Julie N. Williamson, a Notary Public, do hereby certify that KENNY HABUL personally appeared before me this day and acknowledged that he is the Manager of CAMDEN DAM SOLAR, LLC, and by authority duly given and as the act of Manager, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 25th day of January, 2017


Notary Public
My Commission Expires: 9/14/18

(Official Seal)

JULIE N WILLIAMSON
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
9/14/18

Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)

EXHIBIT A

Legal Description of the Property

Located in Camden County, North Carolina, and more particularly described as follows:

Certain real property consisting of up to approximately 49.83 acres, owned by Kim Sawyer, located at/near 122 North Mill Dam Road, Camden, NC 27921 (PIN# 02.8944.00.75.7172.0000). The particular acreage will be described in a survey. The survey descriptions will replace this paragraph in the final Ground Lease and Easement Document as well as this Option Document.



Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)

Dave Parks

From: Kirk Jennings <kirkjennings@centurylink.net>
Sent: Friday, June 16, 2017 11:01 AM
To: Dave Parks
Subject: Re: Solar Farms

Yes, that would be the only thing that we would request.

Thanks
Kirk

Sent from my iPhone

On Jun 16, 2017, at 9:08 AM, Dave Parks <dparks@camdencountync.gov> wrote:

Tony and Kirk,

The last solar farm (located on Sassafras in Shiloh) that was approved a condition was placed on the Special Use Permit as follows:

1. Upon completion of the installation of the solar farm, Sun Energy shall provide training to Fire Marshall, South Camden Volunteer Fire Department and Sheriff's Office personnel as to the potential risks involved in case of an emergency inside the facility.

I have two more applications for Special Use Permits for Solar farms. Do you desire the same condition in place for each Solar Farm considered for approval?

Thanks,

David Parks
Permit Officer
Camden County

Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)

Dave Parks

From: Tony Perry <tperry@camdencountync.gov>
Sent: Friday, June 16, 2017 9:07 AM
To: 'Dave Parks'; kirkjennings@centurylink.net
Cc: Colonel Rodney Meads; Lt. Max Robeson
Subject: RE: Solar Farms

Yes, place the same condition on these Special Use Permits. I don't know any other requirements at this time. Thanks.

Sheriff Tony Perry

Camden County Sheriff's Office
 PO Box 57, 117 North NC343,
 Camden, NC 27921
 Office: 252-338-5046
 Fax: 252-335-4300

"The only thing necessary for the triumph of evil is for good men to do nothing."
 Edmund Burke

From: Dave Parks [mailto:dparks@camdencountync.gov]
Sent: Friday, June 16, 2017 9:09 AM
To: 'Tony Perry'; kirkjennings@centurylink.net
Subject: Solar Farms

Tony and Kirk,

The last solar farm (located on Sassafras in Shiloh) that was approved a condition was placed on the Special Use Permit as follows:

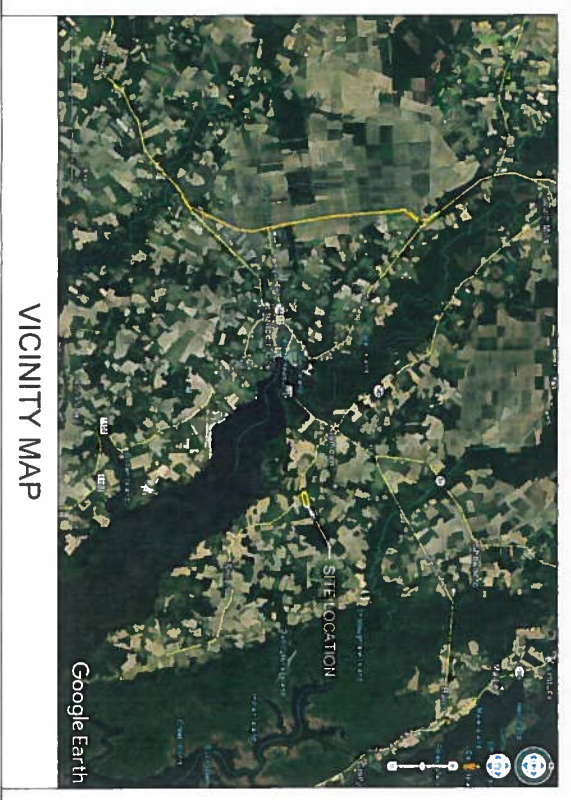
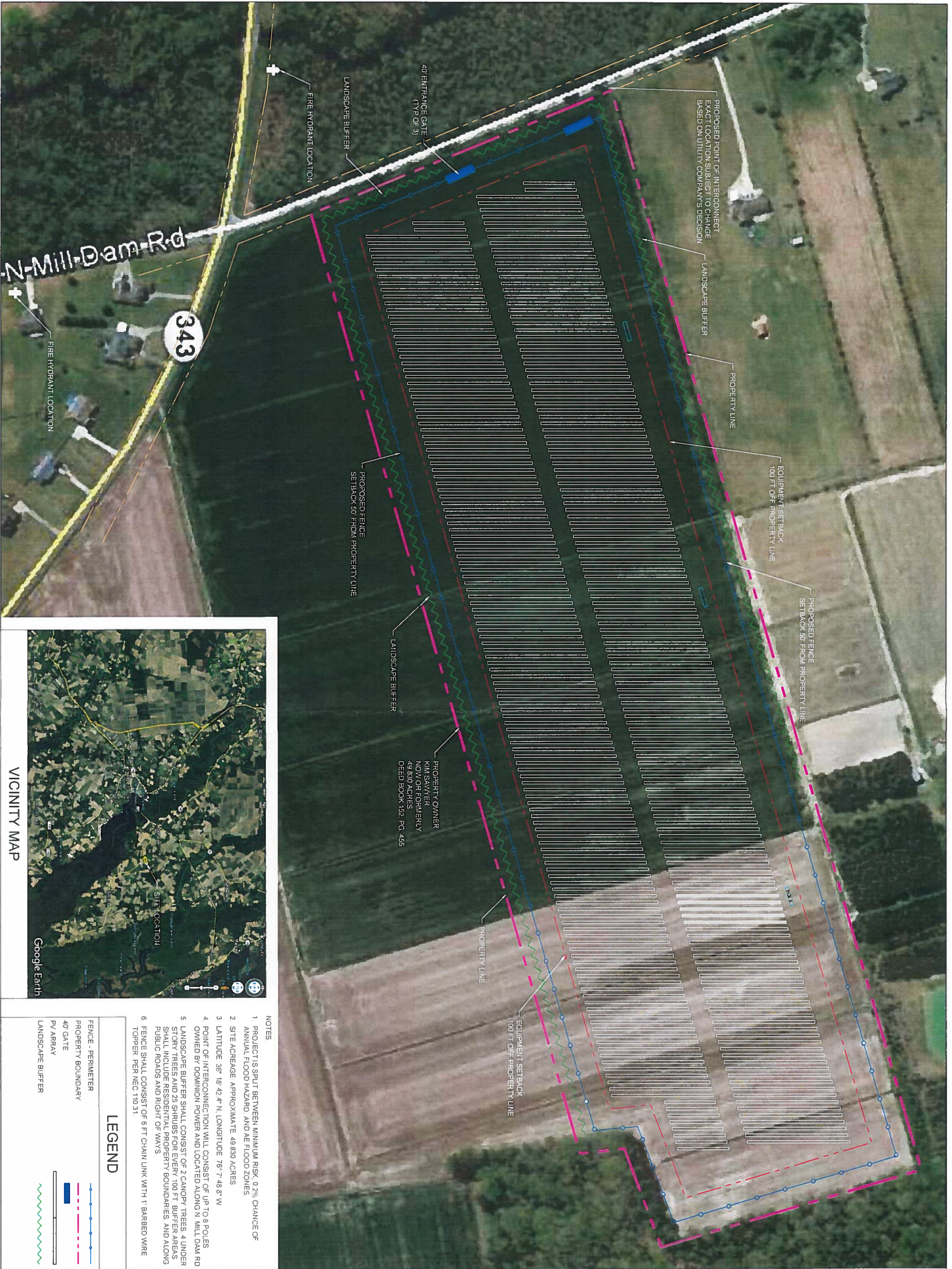
1. Upon completion of the installation of the solar farm, Sun Energy shall provide training to Fire Marshall, South Camden Volunteer Fire Department and Sheriff's Office personnel as to the potential risks involved in case of an emergency inside the facility.

I have two more applications for Special Use Permits for Solar farms. Do you desire the same condition in place for each Solar Farm considered for approval?

Thanks,

David Parks
 Permit Officer
 Camden County

Attachment: UDO 2017-06-04 SUP Camden Dam Solar LLC (1757 : UDO 2017-06-04 SUP Camden Dam Solar)



- NOTES**
- 1 PROJECT IS SPLIT BETWEEN MINIMUM RISK, 0.2% CHANCE OF ANNUAL FLOOD HAZARD, AND AE FLOOD ZONES.
 - 2 SITE ACREAGE APPROXIMATE 49.830 ACRES
 - 3 LATITUDE 36° 18' 42.4" N, LONGITUDE 76° 7' 48.8" W
 - 4 POINT OF INTERCONNECTION WILL CONSIST OF UP TO 8 POLES OWNED BY DOMINION POWER AND LOCATED ALONG N. MILL DAM RD
 - 5 LANDSCAPE BUFFER SHALL CONSIST OF 2 CANOPY TREES, 4 UNDER STORY TREES AND 25 SHRUBS FOR EVERY 100 FT. BUFFER AREAS SHALL INCLUDE RESIDENTIAL PROPERTY BOUNDARIES, AND ALONG PUBLIC ROADS AND RIGHT OF WAYS
 - 6 FENCE SHALL CONSIST OF 6 FT CHAIN LINK WITH 1" BARBED WIRE TOPPER PER NEC 110.31

LEGEND

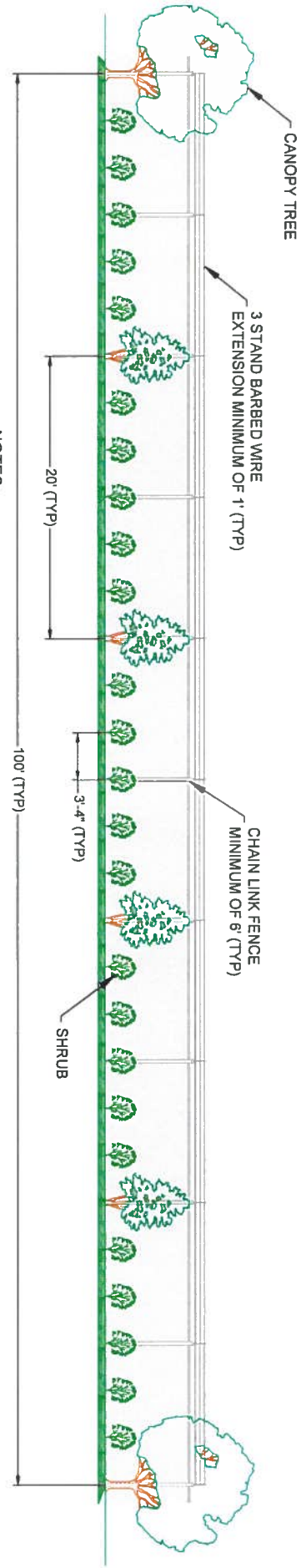
FENCE - PERIMETER	
PROPERTY BOUNDARY	
40' GATE	
PV ARRAY	
LANDSCAPE BUFFER	

PROJECT NAME	
CAMDEM DAM SOLAR, LLC	
FOR PV POWER PLANT	
122 N. MILL DAM RD	
JOB NO	CHECKED
PJM AA1-061	KCR
LATEST REVISION	DRAWN
21 JUNE 2017	HJN

DRAWING LOG		
NO	DATE	DESCRIPTION
0	05/01/17	DEVELOPMENT SET
1	05/02/17	REVISED TO MEET HOW CAMDEN COUNTY ORDINANCES
2	05/02/17	REVISED PER CAMDEN COUNTY COMMENTS

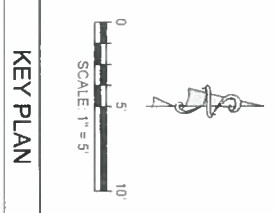
192 Raceway Dr.
Mooresville, NC 28117
(T) 704-662-0375
(F) 704-662-0352

KEY PLAN	



- NOTES:**
1. FENCE SHALL BE CHAIN LINK INSTALLED AT A MINIMUM OF 6' IN HEIGHT, WITH A MINIMUM OF 1' TOPPER UTILIZING AT LEAST 3 STRANDS OF BARBED WIRE. PER NEC 110.31
 2. LANDSCAPE BUFFER SHALL CONSIST OF 2 CANOPY TREES, 4 UNDER STORY TREES, AND 25 SHRUBS FOR EVERY 100 FT.
 3. FENCE SETBACK A MINIMUM OF 50' FEET FROM PROPERTY BOUNDARY.

LANDSCAPING BUFFER DETAIL
SECTION VIEW SCALE: 1"=5'-0"



KEY PLAN

DRAWING LOG		
NO.	DATE	DESCRIPTION
0	01/26/17	DEVELOPMENT SET
1	05/23/17	PLANNING 10 MILE NEAR CAMDEN COUNTY ORDINANCES
2	06/21/17	REVISED PER CAMDEN COUNTY COMMENTS

192 Raceway Dr.
Mooresville, NC 28117
(T) 704-662-0375
(F) 704-662-0352

PROJECT NAME CAMDEM DAM SOLAR, LLC FOR PV POWER PLANT 122 N. MILL DAM RD	
JOB NO. PJM AA1-061	CHECKED KCR
LATEST REVISION 21 JUNE 2017	DR1/HH HJN

DRAWING TITLE
LANDSCAPE DETAIL

DRAWING NO.
SL1.2



**Camden County Planning Board
AGENDA ITEM SUMMARY SHEET**

New Business

Item Number: 6.D.1

Meeting Date: July 19, 2017

Submitted By: Dave Parks, Permit Officer
Planning & Zoning
Prepared by: Amy Barnett

Item Title UDO 2017-06-07 SUP Sandy Solar LLC

Attachments: UDO 2017-06-07 SUP Sandy Solar LLC (PDF)
UDO 2017-06-07 SUP Sandy Solar LLC Map (PDF)

Summary

Sandy Solar LLC has applied for a Special Use Permit for a 5MW AC solar farm located on Sandy Hook Road. Special Use Permit Application with Planning Board recommendation will go to Board of Commissioners for a Public Hearing on August 7, 2017.

Recommendation

Consider application and motion to approve or not approve.

**STAFF FINDINGS OF FACTS
SPECIAL USE PERMIT
UDO-2017-06-07
SOLAR FARM**

PROJECT INFORMATION

File Reference: UDO 2017-06-07
Project Name; Sandy Solar, LLC
PIN: 03-8965-00-62-8349
Applicant: SANDY SOLAR,
LLC SUNENERGY1
Address: 192 Raceway Drive
Mooresville, NC
28117
Phone: (704) 662-0375
Email:

Agent for Applicant:
Address
Phone:
Email:

Current Owner of Record: James Williams &
Linda Nash

Meeting Dates:

7/19/2017

Planning Board

Application Received: 6/7/17
By: David Parks, Permit Officer

Application Fee paid: \$400

Completeness of Application: Application is generally complete

Documents received upon filing of application or otherwise included:

- A. Land Use/Development Application
- B. Commercial Site Plan
- C. Project Summary Letter
- D. Lease Agreement
- E. Documentation of all requirements from NC State Utilities Commission
- F. Technical Review comments
- G. Drainage Report (Not in packet)

PROJECT LOCATION:

Street Address: Across from 467 Sandy Hook Road

Location Description: Shiloh Township

Attachment: UDO 2017-06-07 SUP Sandy Solar LLC (1758 : UDO 2017-06-07 SUP Sandy Solar LLC)

Vicinity Map:



Attachment: UDO 2017-06-07 SUP Sandy Solar LLC (1758 : UDO 2017-06-07 SUP Sandy Solar LLC)

REQUEST: Construction of a 5MW AC Solar Facility. Camden County Code Article 151.334 Table of Permissible Uses (Use # 17.400); Specific Standards – Article 151.347(V).

SITE DATA

Lot size: Approximately 73 acres in size
Flood Zone: X/AE
Zoning District(s): General Use District (GUD)
Existing Land Uses: Farmland

Adjacent Zoning & Uses:

	North	South	East	West
Zoning	GUD	GUD	GUD	R2
Use & size	Farmland – 65 acres	Farmland – 88 acres	Woodland – 142 acres	Residential – various sizes

Proposed Use(s): 5MW AC Solar Facility

Description of property:

Property is active farmland

ENVIRONMENTAL ASSESSMENT

Streams, Creeks, Major Ditches: Indian Town Creek to the east.

Distance & description of nearest outfall: Nearest outfall is Indian Town Creek 1 mile to the East.

INFRASTRUCTURE

There are currently no utilities servicing the property.

Traffic: During construction phase there will be increased traffic along Sandy Hook Road.

1. Utilities:

- A. Does the application include a letter or certificate from the District Health Department regarding septic tanks?** Applicant requesting use of portable toilet during construction phase.
- B. Does the applicant propose the use of public sewage systems?** No
- C. Does the applicant propose the use of public water systems?** No.
- D. Distance from existing public water supply system:** Adjacent to property on Sandy Hook Rd.
- E. Is the area within a five-year proposal for the provision of public water?** N/A
- F. Is the area within a five-year proposal for the provision of public sewage?** No

2. Landscaping

- A. Is any buffer required? Yes. Indicated on site plan.
- B. Is any landscaping described in application: Yes.

3. Findings Regarding Additional Requirements:

Yes No

Endangering the public health and safety?

Staffs opinion is that application does not appear to endanger the public health and safety.

Yes No

Injure the value of adjoining or abutting property.

Without any evidence to the contrary - staffs opinion is that application does not appear to injure the value of adjoining or abutting property.

Yes No

Harmony with the area in which it is located.

Property zoned for proposed use. Comprehensive Plan has property identified as Rural Preservation.

EXCEED PUBLIC FACILITIES:

Yes No

Schools: Proposed development will not impact schools.

Yes No

Fire and rescue: Request training after completed.

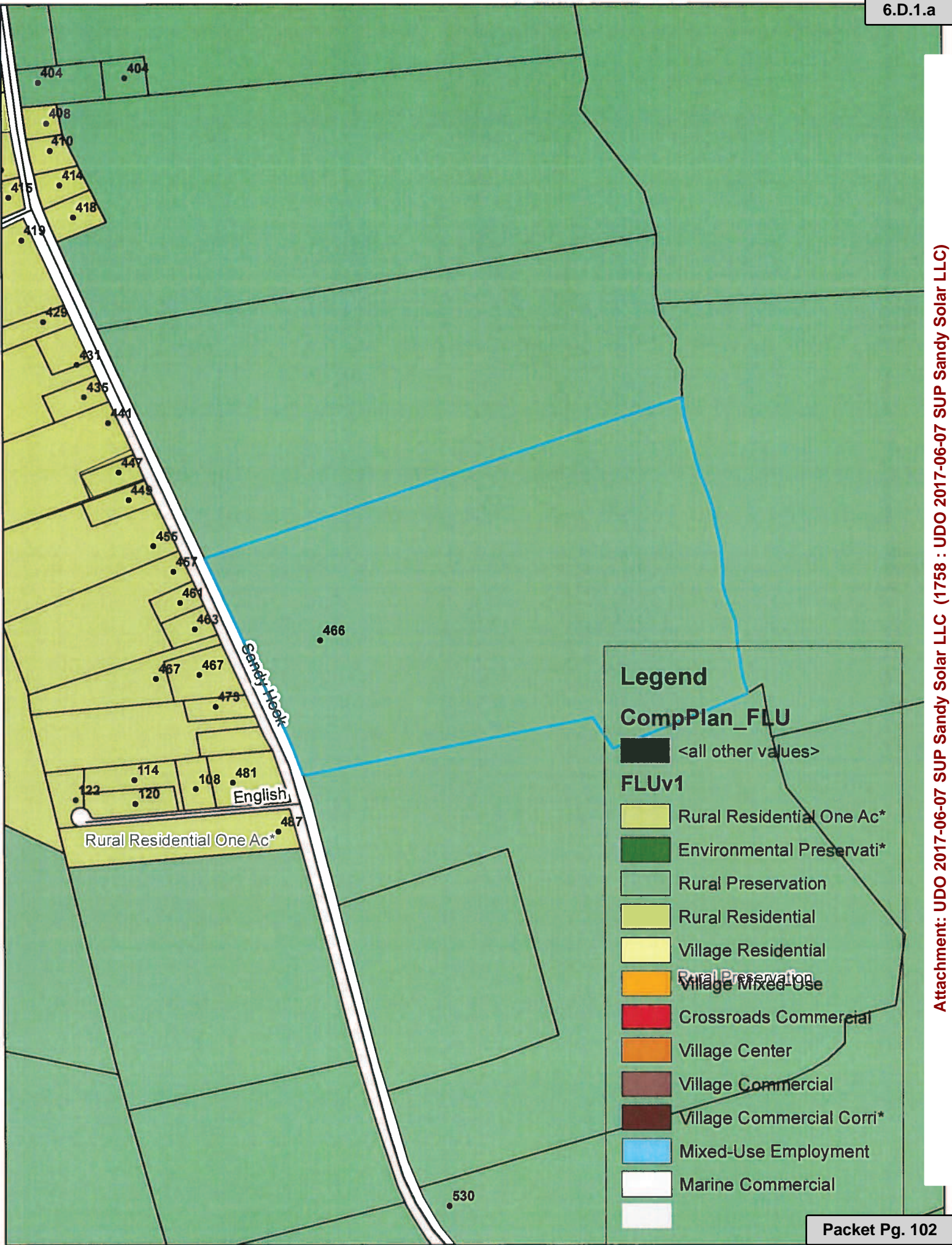
Yes No

Law Enforcement: Request training after completed.

Attachment: UDO 2017-06-07 SUP Sandy Solar LLC (1758 : UDO 2017-06-07 SUP Sandy Solar LLC)

Planning Staff recommends approval with the following conditions:

1. The applicant must strictly abide by all requirements of the Unified Development Ordinance of Camden County, North Carolina, and must also strictly comply with all other local, state, and federal ordinances, laws, rules and regulations as one or more ordinances, laws, rules and regulations may apply to this development.
2. The applicant shall complete the development strictly in accordance with the approved plans contained in the file titled UDO 2017-06-07.
3. Applicant shall provide Camden County Planning Office proof of the continuous operation annually (no later than January 30th) or upon request of the county which shall not be unreasonable in the form a letter from the facility owner stating the facility has been operational during the previous year.
4. Upon completion of the installation of the solar farm, Sun Energy shall provide training to Fire Marshall, South Camden Volunteer Fire Department and Sheriff's Office personnel as to the potential risks involved in case of an emergency inside the facility.
5. Applicant shall provide the Sheriff's Office with a key or combination to the entrance into the facility in case of an emergency. Sheriff's office shall contact owner prior to entry to ensure all power has been secured.
6. Hours of operations during construction phase shall be Monday – Saturday, dawn to dusk.
7. Property shall be maintained throughout the solar farms lifetime to include maintenance of the buffer area and grass. Grass shall not exceed 24 inches in height.
8. Applicant shall provide Camden County with a third party estimate of the salvage value of all equipment related to the project.
9. If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this approval in its entirety shall be void and have no effect.



Legend

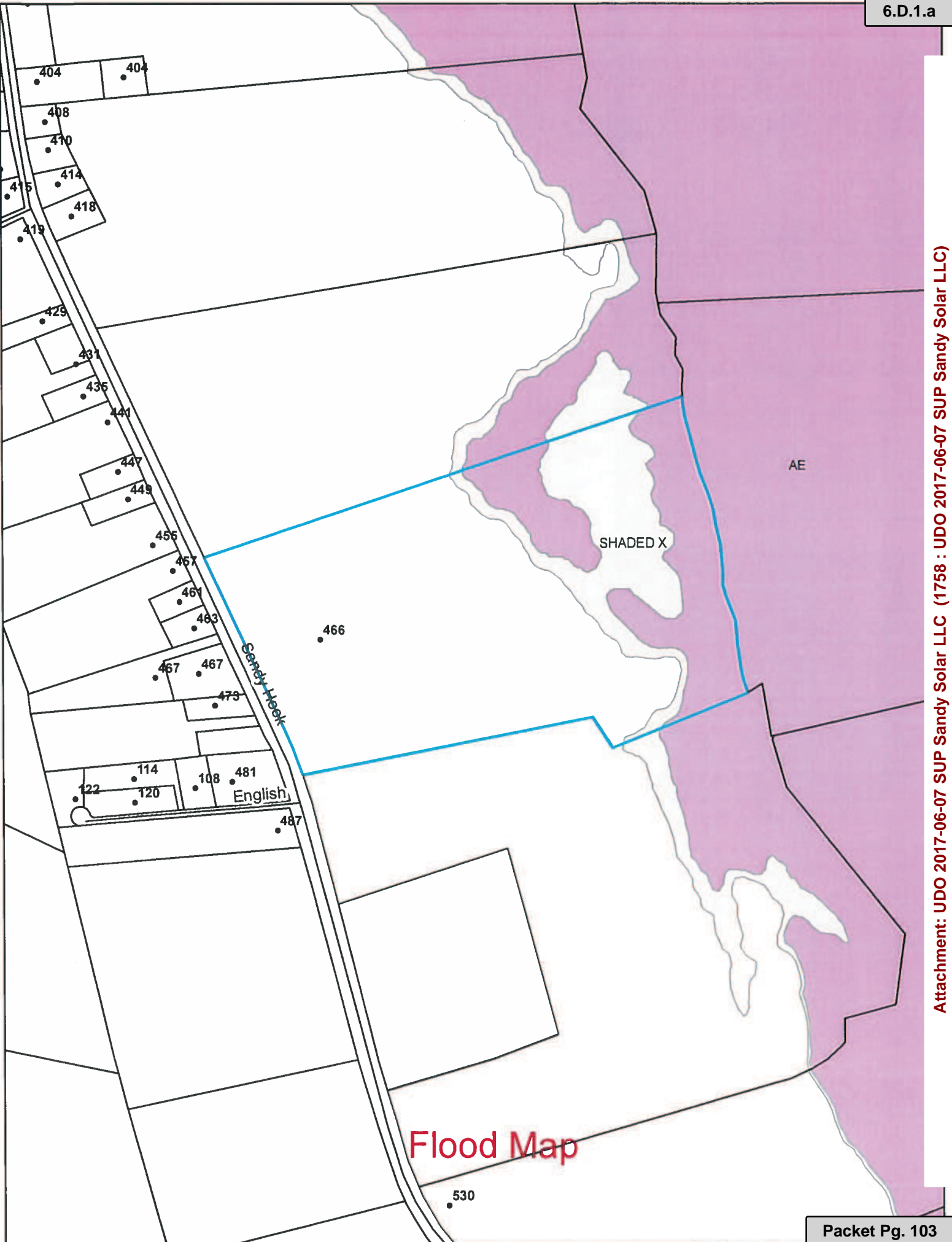
CompPlan_FLU

█ <all other values>

FLUv1

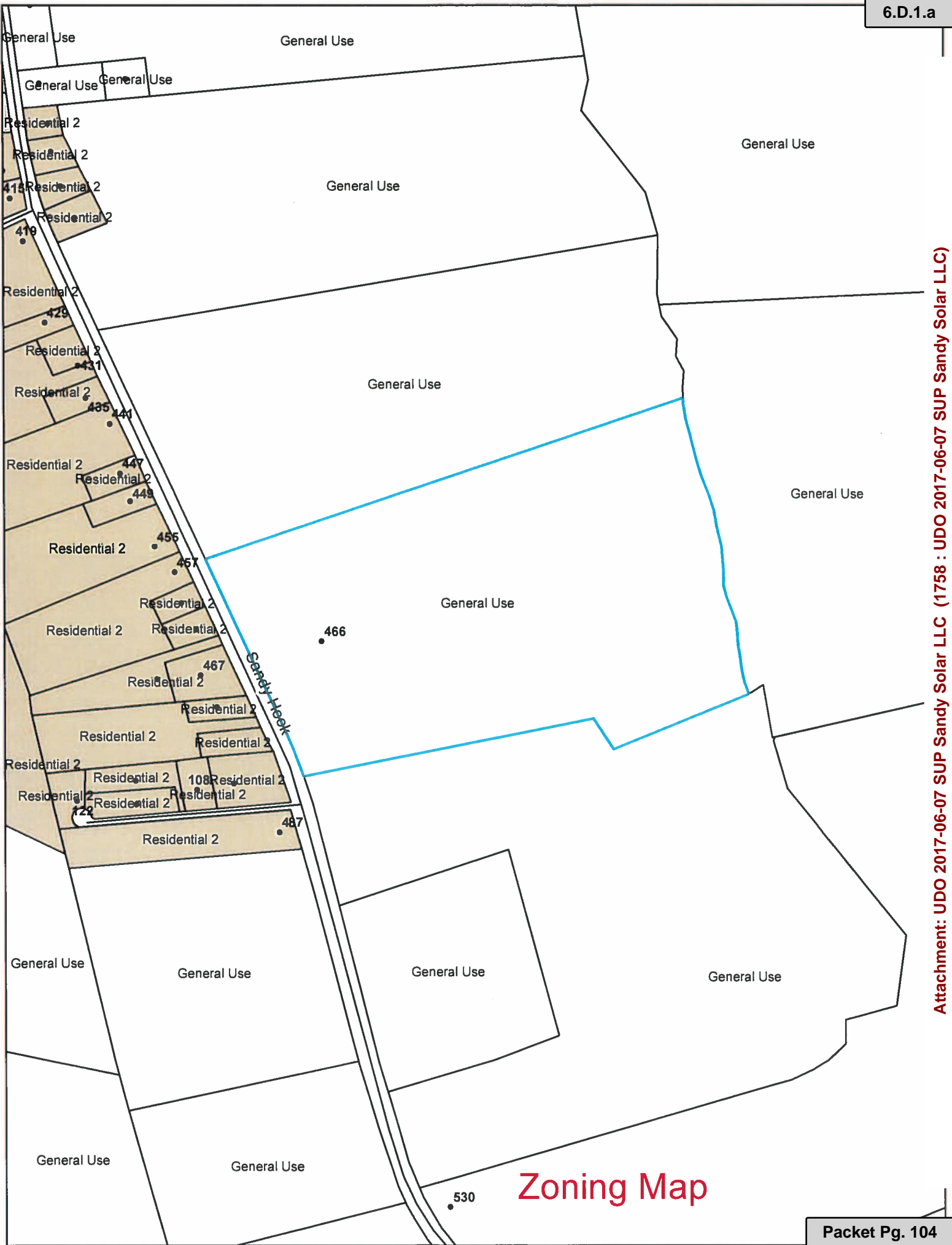
- █ Rural Residential One Ac*
- █ Environmental Preservati*
- █ Rural Preservation
- █ Rural Residential
- █ Village Residential
- █ Village Mixed-Use
- █ Crossroads Commercial
- █ Village Center
- █ Village Commercial
- █ Village Commercial Corri*
- █ Mixed-Use Employment
- █ Marine Commercial

Attachment: UDO 2017-06-07 SUP Sandy Solar LLC (1758 : UDO 2017-06-07 SUP Sandy Solar LLC)



Flood Map

Attachment: UDO 2017-06-07 SUP Sandy Solar LLC (1758 : UDO 2017-06-07 SUP Sandy Solar LLC)



Zoning Map

Attachment: UDO 2017-06-07 SUP Sandy Solar LLC (1758 : UDO 2017-06-07 SUP Sandy Solar LLC)



Land Use/Development Application

County of Camden, North Carolina

Depending upon the type of proposal, the proposal may require a Zoning Permit, Conditional Use Permit, or Special Use Permit. This form is used as the start of application process. All applicants must submit a site plan (see "Minimum Site Plan Requirements") and a valid Health Department permit. Applicants for a Conditional Use Permit or Special Use Permit should review the "Requirements for Conditional Use Permit and Special Use Permit Applications".

Applicants for a subdivision must submit this form as their Special Use Permit application.

Please consult the Planning Office (1-252-338-1919) with any questions about your application.

Please Do Not Write in this Box	
PIN:	<u>03-8965-00-62-8349</u>
UDO#	<u>2017-06-07</u>
Date Received:	<u>6/12/17</u>
Received by:	<u>W</u>
Zoning District:	<u>640</u>
Fee Paid \$	<u>400.00</u>

*f.d. CAH
18533*

PLEASE PRINT OR TYPE

Applicant's Name: ^{Sandy} ~~Frotman Road~~ Solar, LLC

If the Applicant is acting as agent for another person (the "principal"), please give that person's name on the line below and submit a copy of the agency agreement/letter with this Application.

Applicant's Mailing Address: 192 Raceway Drive Mooresville, NC 28117

Daytime Phone Number: (704) 662-0375

Street Address Location of Property: approximately at 474 North Sandy Hook Rd, Shawboro NC *466 Sandy Hook Rd*

General Description of Proposal: Construction of a 5MW AC solar facility.

I swear or affirm that the foregoing information and all attachments hereto (now or subsequently provided as part of this application) are true and correct to the best of my knowledge.

Signed: *[Signature]*

Dated: 6/12/17

* Information to be filled out by Planning Department

*Is the Property in a Watershed Protection area? NO

*Flood Zone (from FIRM Map): X IAF *Taxes paid? no

Attachment: UDO 2017-06-07 SUP Sandy Solar LLC (1758 : UDO 2017-06-07 SUP Sandy Solar LLC)

(F) Applicants for a Conditional Use Permit or a Special Use Permit must respond to the following issues and include those responses with their application: [Article 151.509] (The applicant may use separate sheets for answers to these questions.)

(1) Will the proposal in any way endanger the public health or safety?

The installation of the solar photovoltaic facility will not endanger public health or safety. The solar panels do not generate any emissions that will cause negative health effects to the public. The panels do not generate any noise, odor or lighting. The panels are safe and the technology have been widely used since the 1950s. Additionally, the panels do not have any impact on the environment.

(2) Will the proposal in any way injure the value of adjoining or abutting property?

The proposed solar facility will not injure the property value of adjoining or abutting properties in the vicinity of the project site. Studies conducted by home value assessors have concluded that having a solar facility next to your home does not affect the value of that home positively or negatively. The solar facility will implement setbacks from property boundaries as required by the county ordinance. Additionally, a vegetative buffer will be added to mitigate any visual impact. A solar facility is a low impact use of neighboring property. A long term lease of the proposed solar facility site protects the property current zoning status and ensures there are no additionally development of the property for 25+ years.

(3) Is the proposal in conformity with the:

(a) Land Use Plan The parcel is currently zoned General Use and conforms to Camden County Special Use Permit table of permissible (151.334) Use No 17.400 for Solar farms.

(b) Thoroughfare Plan Not applicable

(c) Watershed Plan Not applicable

(4) Will the proposal exceed the county's ability to provide adequate public facilities, including, but not limited to, schools, fire and rescue, law enforcement, and other county facilities?

(a) Schools The installation of the solar facility will not affect nor impact the Camden county school system in anyway.

(b) Fire and rescue

The solar facility will not affect the Camden county fire and rescue facilities. The applicant is willing to provide emergency training to the fire and rescue team.

(c) Law Enforcement

The construction of the facility will not impact the Camden county law enforcement. The applicant is willing to provide emergency training to law enforcement.

(d) Other County facilities

There will be no additional burden to the Camden County infrastructure including the roadway system, water and sewer service.



SANDY SOLAR LLC

PROPOSED SOLAR PROJECT

SPECIAL USE PERMIT APPLICATION

Project Overview:

Sandy Solar, LLC (the “Applicants”) formerly known as Shiloh Sandy Hook Solar, LLC is proposing to build a 5 MW (AC) renewable energy generating facility within Camden County. The facility will be constructed on approximately 50 acres of land.

The Sandy Solar site is located approximately at 474 North Sandy Hook Rd, Shawboro, North Carolina, GPS point 36.330625 & -76.059464.

The 5 MW AC projects will be a ground-mounted solar photovoltaic facility utilizing a single-axis tracking system and comprised of approximately 21,212 solar modules. There will be 6-foot security fence encompassing each solar farm and there will be a 40-foot wide security access gate to allow operation and maintenance personnel access to the site. Once the solar farm has been constructed, it is anticipated the crew will visit the site less than once a month. There will be no additional burden to Camden County infrastructure including the roadway system, water and sewer service, schools or fire/police.

The panels do not generate any noise, have no emissions, no odor, no lighting and are remotely monitored on a 24-hour basis. The panels will be mounted on a racking system secured by piles driven into the ground. Geotechnical evaluations will determine the depth of the poles and all work will be in accordance with North Carolina Codes and certified by North Carolina engineers. The structural design will be designed to withstand local hurricane requirements.

Construction Timeframe & Jobs:

We anticipate construction of each site will take two to three months from issuance of a building permit and will hire local vendors and subcontractors whenever possible. We anticipate the creation of 100-200 full-time jobs during construction and four to five permanent positions at each site.

Permits:

The Applicants, will comply with all local building codes, North Carolina Utilities Commission rules & regulations, storm-water and erosion control standards, and Federal Energy Regulatory Commission regulations to ensure a safe and viable development for Camden



County and its residents. Applicant will follow all Camden County zoning requirements in regards to setbacks, buffering, height & decommissioning restrictions.

Land Control:

The Applicant has entered into an Option to Lease with the below property owner(s) and will own 100% of the generating facility built on the site. The site is comprised of the parcels as identified below:

Owner	Parcel #	Owner Address	Current Zoning
James Williams & Linda Nash	038965006283490000	45 Cypress Lane, Southern Shores NC 27949	General Use

Flood Zone:

The proposed site is located on three different flood zones as can be seen on the below map. Portion of the parcel is located on flood Zone X which is a minimal flood risk zone. Other portions of the parcel are location on a 1% annual chance flood hazard and on a 0.2% (or 500 year) annual chance flood hazard. The Applicant will elevate all electrical connections one foot above the base flood elevation to meet the county requirement for equipment located within 100-year flood zone.



192 Raceway Drive, Mooresville, NC 28117 · Phone: 704.662.0375 · info@sunenergy1.com

www.sunenergy1.com

Attachment: UDO 2017-06-07 SUP Sandy Solar LLC (1758 : UDO 2017-06-07 SUP Sandy Solar LLC)



Decommissioning Plan:

The Applicant will follow Camden County ordinance for decommissioning. If the solar facility does not generate any electricity for a continuous period of 12 months, the facility owner has 12 months to complete decommissioning. However, the 12 months does not include any delay resulting from force majeure.

Sandy Solar Project has an estimated useful lifetime of 30 years or more, with an extended opportunity for a lifetime of 50 years or more with equipment replacement and repowering. This section of the document, however, assumes that at the end of the useful lifetime of the original equipment the facility will be completely dismantled, materials removed, recycled, and the site returned to its original agricultural state.

Decommissioning of the project will be handle by the solar facility owner. All cost (labor, disposal) associated with the decommissioning of the project site will be the facility owner's responsibility.

As discussed above the end of life of the facility is within 30 years, however the facility can be decommissioned if any of the below items occurs;

1. The end of the land lease where the property owner declines to renew the lease with the facility owner
2. The solar facility is abandoned and no longer provide any power production for a duration of 12 months
3. The system is damaged and cannot be repaired or replaced
4. At the facility owner' discretion

Procedures for decommissioning after ceasing operation

The project consists of numerous recyclable materials, including glass, semiconductor material, steel, wood, aluminum, copper, and plastics. When the Project reaches the end of its operational life, the component parts can be dismantled and recycled. The Project components will be dismantled and removed using minimal impact conventional construction equipment and recycled or disposed of safely.



Temporary Erosion Control

Appropriate temporary (construction-related) erosion and sedimentation control best management practices (BMP) will be used during the decommissioning phase of the project. The BMPs will be inspected on a regular basis to ensure their function.

General Removal Process

Effectively, the decommissioning of the solar plant proceeds in reverse order of the installation.

- The PV facility shall be disconnected from the utility power grid.
- PV modules, shall be disconnected, collected and returned per the Solar Collection and Recycling Program
- Site aboveground and underground electrical interconnection and distribution cables shall be removed and recycled off-site by an approved recycling facility.
- PV module support beams and aluminum racking shall be removed and recycled off-site by an approved recycler.
- PV module support steel and support posts shall be removed and recycled off-site by an approved metals recycler.
- Electrical and electronic devices as applicable, including transformers and inverters shall be removed and recycled off-site by an approved recycler.
- Fencing shall be removed and will be recycled off-site by an approved recycler.
- Any roads constructed for the project site will be the interior and perimeter access roads constructed of a minimum 4" aggregate base. These roads can remain onsite should the landowner choose to retain them, or be removed and the gravel repurposed either on- or off-site.
- The Project Site may be converted to other uses in accordance with applicable land use regulations in effect at that time of decommissioning. There are no permanent changes to the site and it can be restored to its original condition including re-vegetation. Any soil removed for construction purposes will be relocated on the site or used for landscaping after construction is complete.



In case of abandonment of project during construction, the same decommissioning procedures will be undertaken and the same decommissioning and restoration program will be honored. The facility will be dismantled, materials removed and recycled, the soil that was removed will be graded and the site returned to its preconstruction state.

The estimated cost of removal will be prepared by a third-party engineer and submitted prior to receipt of the building permit. The estimated cost is subject to the final decision from the Camden County Board of Commissioners on solar ordinance No. 2017-05-01 "An Ordinance Amending the Camden County Code of Ordinances" Section 10 and 11.

Applicant/Applicant Representative Signature: [Handwritten Signature] Date: 6/2/17

Attachment: UDO 2017-06-07 SUP Sandy Solar LLC (1758 : UDO 2017-06-07 SUP Sandy Solar LLC)

Sandy Solar, LLC

Adjoining/Abutting Property Owners approximately 250 feet from purposed site

Owner Name	Owner's Address	PIN #
Garland Dustan Jr.	P.O Box 402 Kitty Hawk NC 27949	038965006335000000
James Williams	45 Cypress Lane Southern Shores, NC 27949	038965006283490000
Larry & Janet Grimes	1921 Hillock Drive Raleigh NC 27612	038965007057620000
Heirs Stevens C/O William Art Stevens	P.O. Box 341 Camden, NC 27921	038965009249520000
Susan Mason Bundy	463 Sandy Hook Road, Shawboro, NC 27973	038965005231490000
Belinda UTE MCcauley Trustee	142 Edinburg CT Lake Mary FL, 32746	038965004198380000
Janise Ferrell Mason	457 Sandy Hook Rd Shawboro, NC 27973	038965004292140000
Wesley Mason	461 Sandy Hook Rd, Shawboro NC 27973	038965005233040000
Barbara & Alan Maver	475 Sandy Hook Rd, Shawboro, NC 27973	038965005116680000, 038965005158200000, 038965005156730000
Lillie Forbes English	481 Sandy Hook Rd, Shawboro, NC 27973	038965005164100000
Brandon & Casey Ferrell C/O Wesley Ferrell	449 Sandy Hook Rd Shawboro, NC 27973	038965004276510000
Larry & Isadora Gibbs	487 Sandy Hook Rd Shawboro, NC 27973	038965005131100000

Attachment: UDO 2017-06-07 SUP Sandy Solar LLC (1758 : UDO 2017-06-07 SUP Sandy Solar LLC)

STATE OF NORTH CAROLINA

OPTION TO LEASE

COUNTY OF CAMDEN

THIS OPTION TO LEASE (this "Agreement") made as of the 30th day of December, 2016 (the "Effective Date") by and between JAMES R. WILLIAMS, having an address at 45 Cypress Lane, Southern Shores, NC 27949 and LINDA NASH having an address at 247 Ivy Neck Road, Camden, NC 27921 (collectively "Owner") and SHILOH SANDY HOOK SOLAR, LLC, a North Carolina limited liability company, having a principal business address at 192 Raceway Drive, Mooresville, NC 28117, and its related affiliated entities ("Tenant").

WITNESSETH

WHEREAS, Owner owns approximately 72.9 acres of real property located in Camden County, North Carolina, together with any improvements located thereon and all rights, privileges, and easements appurtenant thereto;

WHEREAS, Tenant desires to acquire an option to lease up to approximately 50 acres for the purpose of constructing and operating certain improvements thereon consisting of solar photovoltaic electricity generating facilities and related facilities (collectively, the "Development"); and

NOW, THEREFORE, in consideration of the promises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Option.

(a) Owner, for and in consideration of the sum of [REDACTED] (the aforesaid sum, together with all interest earned thereon and any extension payments made in accordance with the provisions of Paragraph 2 below, is hereinafter referred to as the "Option Fee") to be paid by Tenant within ten (10) business days after the full execution of this Agreement to Owner, in equal shares, does hereby give and grant unto Tenant, its successors or assigns, or Tenant's related affiliate, its successors or assigns, the exclusive right, option and privilege to lease the Property (the "Option") in accordance with the terms and conditions set forth in this Agreement. The Option Fee shall be nonrefundable and shall be retained by Owner regardless of whether Tenant exercises the Option, except as provided in Section 12 below.

(b) Tenant, and/or Tenant's related affiliate, contemplates developing solar photovoltaic electricity generating facilities and related facilities on the Property. Prior to the end of the Option Period (as defined below), Tenant shall cause the Property, and to the extent then identified, the "Easement Areas", as such term is defined in the form of Ground Lease and Easement Agreement (collectively, the "Lease") attached as Exhibit B to this Agreement, to be surveyed. The term "Property", as used herein, shall mean both the land

Attachment: UDO 2017-06-07 SUP Sandy Solar LLC (1758 : UDO 2017-06-07 SUP Sandy Solar LLC)

described on Exhibit A (herein sometimes referred to as the "Site") and also such property(ies) of Owner, if any, as Tenant shall identify as the "Easement Areas" (as such term is defined in the Lease). The legal description of the Site and the Easement Areas shall be attached to the Lease as Exhibit A of the Lease and the aggregate number of gross acres of the Site shall be inserted into Section 4.1 of the Lease and shall be used to calculate the Base Rent (as defined herein) payable thereunder. Upon such designation of the Easement Areas with specificity, the parties shall execute and record a supplemental Memorandum of Option which shall describe the Site and Easement Areas with specificity.

2. Option Term. This Option shall begin as of the date hereof and shall expire on December 31, 2017 (the aforesaid period is hereinafter referred to as the "Option Period"). In the event Tenant shall be unable to determine during the Option Period whether the Property is suitable for the Development, then it may allow the Option to expire without being exercised.

3. Option Exercise.

(a) At any time during the Option Period and following the written approval by both Tenant and Owner (such approval not to be unreasonably withheld, conditioned or delayed) of the final legal description of the Site as described above, Tenant may exercise this Option with respect to the Site by delivering to Owner written notice of its election. Promptly following such exercise of its Option, Tenant will deliver to Owner four (4) originals of the Lease identifying the Site (together with each Easement Agreement, the form of which is included therewith) fully executed by Tenant. Upon said delivery of the Lease by Tenant, Owner shall also execute the Lease (together with each Easement Agreement, the form of which is included therewith) and thereby lease to Tenant, and Tenant shall lease from Owner, the Site and the Easement Areas. In the event Tenant does not exercise the Option in accordance with this Paragraph 3, all rights of Tenant and obligations of Owner under this Agreement shall terminate, except as otherwise specifically provided below.

(b) Site Preparation. In the event Tenant does exercise the Option in accordance with this paragraph 3, Owner agrees, covenants and warrants that the Site shall be free and clear of all crops, trees and other structures or obstructions as of the Effective Date of the Lease, except as otherwise provided in Rider A to the Lease, if applicable.

4. The Lease. Owner and Tenant agree and acknowledge that the Lease, along with all of the exhibits to the Lease, has been negotiated in good faith by both parties. In the event Tenant exercises its option pursuant to Section 3 herein, both parties shall execute the Lease and all exhibits to the Lease in the form attached hereto as Exhibit B, with the final acreage and the descriptions of the Site and the Easement Areas which will comprise the Property (as determined pursuant to Section 1(b) above) to be inserted into said Lease.

5. Base Rent. In the event Tenant exercises its Option pursuant to Section 3 above and enters into a Lease with Owner, Tenant and Owner agree that the annual rent ("Base Rent") during the initial fifteen (15) year term shall be [REDACTED] per acre of the Site per year, payable annually in advance. During the first five (5) year

renewal term, the Base Rent shall be in the amount of [REDACTED] of the Site per year, payable annually in advance. During the second five (5) year renewal term, the Base Rent shall be in the amount of [REDACTED] per acre of the Site per year, payable annually in advance. During the third five (5) year renewal Term, Base Rent shall be in the amount of [REDACTED] of the Site per year, payable annually in advance.

6. Title and Survey Matters. It is understood and agreed that should the Option be exercised, the Property will be leased to Tenant, and/or Tenant's related affiliate, under the Lease free and clear of all liens and encumbrances except (i) the lien of real and personal property ad valorem taxes for the year in which the Lease shall commence, (ii) such easements, covenants and restrictions as are of record as of the Effective Date and disclosed on Tenant's title commitment respecting the Property which title commitment is subject to review and approval by Owner prior to Tenant's exercise of the Option, and (iii) such matters as would be revealed by a current, accurate survey of the Property, as of the date that is the earlier of the date Tenant exercises its Option hereunder or the date of the survey, if any, obtained by Tenant regarding the Property (collectively the "Permitted Exceptions").

7. Tenant Due Diligence. During the Option Period, Tenant and its agents may enter the Property to conduct certain tests and inspections (including, without limitation surveys, engineering and environmental studies, soil tests, groundwater measurements, test borings and such other tests or studies which Tenant may deem advisable) and conduct other evaluations of, and inquiries into the suitability of the Property for development of the Development thereon (collectively, the "Due Diligence"). Tenant shall not damage or alter the Property while conducting its inspections, tests and studies. Tenant agrees to indemnify and hold Owner harmless from any claim, liability, loss, cost, damage, or expense suffered by Owner as a result of Tenant's Due Diligence activities on the Property. Owner agrees to cooperate with Tenant in conjunction with the Due Diligence, and will promptly upon the execution hereof furnish Tenant with copies of (or otherwise make available to Tenant for its inspection) any information in its possession specifically requested by Tenant that would be relevant to Tenant's Due Diligence.

8. Owner's Representations. Excepting for and subject to the application and impact of the above Permitted Exceptions thereon, Owner hereby represents and warrants to Tenant as follows, which representations and warranties shall be deemed made by Owner to Tenant also as of the date of Tenant's exercise of the Option.

(a) Owner has full power and authority to execute, deliver and carry out the terms and provisions of this Agreement. This Agreement has been duly executed and delivered by Owner and (upon execution and delivery by Tenant) constitutes the legal, valid and binding obligation of Owner, enforceable against it in accordance with the terms hereof, subject as to enforceability of remedies to limitations imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(b) There are no material claims, actions, suits, or proceedings pending, or to the best of Owner's knowledge, threatened against or affecting the Property.

(c) No person, firm or other legal entity has any right or option to acquire the Property or any portion or portions thereof or any interest or interests therein, including but not limited to agricultural and/or farming leases.

(d) Owner has not entered into any agreement with reference to the Property, and neither Owner nor the Property is subject to any claim, demand, suit, unfiled lien, proceeding or litigation of any kind, pending or outstanding, or to the best of Owner's knowledge, threatened or likely to be made or instituted which would (i) be binding upon Tenant; or (ii) limit Tenant's full use and enjoyment of the Property; or (iii) limit Owner's ability to enter into this Agreement and consummate the transaction contemplated hereby.

(e) There is no pending or, to Owner's best knowledge, threatened, condemnation or similar proceeding or special assessment, affecting the Property, nor to Owner's best knowledge is any such proceeding or assessment contemplated by any governmental authority.

(f) Owner holds valid fee simple and marketable title to the Property (subject to the Permitted Exceptions), has done nothing to impair such title to the entire interest in the Property as Owner received, and will warrant and defend the title against the lawful claims of all persons claiming by, under, or through Owner.

(g) In the event this Option is exercised, occupancy and possession of the Property shall be delivered to the Tenant at the commencement of the Term of the Lease free and clear of (i) adverse parties in possession, (ii) leases in effect covering the Property, including any agricultural and/or farm leases and (iii) deed or other restrictions on the Property except for covenants and restrictions as are of record as of the Effective Date and disclosed on Tenant's title commitment respecting the Property.

(h) To the best of Owner's knowledge, Owner has complied with all federal, state and local laws, rules and regulations relating to the Property.

(i) Access to the Property is by public road or by non-exclusive easement that is shared by Owner and other landowners whose tracts adjoin the easement or otherwise depend on it for access to the public road. To the best knowledge and belief of Owner, there is no pending or threatened governmental proceeding which would impair or result in the limitation or termination of such access;

(j) Owner has not stored any hazardous substance or toxic waste on, in or under the Property or permitted the Property to be used for the storage, release or discharge of any of the same. To the best of Owner's knowledge, there has been no storage, release or discharge of any hazardous substance or toxic material on, in or under the Property or the location of any underground storage tank, landfill or dumping ground on, in or under or related to the Property. Owner has no knowledge of the assertion of any environmental problem or proceeding with respect to the Property by any governmental agency, authority or instrumentality. To the best of Owner's knowledge, there has been no assertion of any environmental problem or proceeding with respect to any adjoining property by any governmental agency, authority or instrumentality. Owner shall indemnify and hold Tenant

harmless from any cost, loss or liability incurred with respect to any hazardous substance, toxic material, underground storage tank, landfill or dumping ground being found on, in or under the Property which results from any occurrence to the commencement of the Lease not caused by Tenant or by Tenant's agents, employees or contractors.

(k) Except as specifically provided for herein, Owner has received the consent or approval of any outside person or entity (including, but not limited to, governmental agencies or authorities) that is required with respect to the execution and delivery of this Agreement or the Lease by Owner or the consummation by Owner of the transaction contemplated hereby or the performance by Owner of its obligations hereunder.

9. Representations and Warranties of Tenant. Tenant represents and warrants unto Owner as follows:

(a) Tenant has full power and authority to execute, deliver and carry out the terms and provisions of this Agreement. This Agreement has been duly executed and delivered by Tenant and (upon execution and delivery by Owner) constitutes the legal, valid and binding obligation of Tenant, enforceable against it in accordance with the terms hereof, subject as to enforceability of remedies to limitations imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(b) Except as specifically provided for herein, no consent or approval of any outside person or entity (including, but not limited to governmental agencies or authorities) is required with respect to the execution and delivery of this Agreement or the Lease by Tenant or the consummation by Tenant of the transaction contemplated hereby or the performance by Tenant of its obligations hereunder.

(c) Tenant shall be responsible for and promptly pay before default any personal property taxes or special assessments, if any, that may be levied or assessed against any improvements, or other personal property, situated on the Property, it being the mutual intention of the parties that Owner shall not be required to pay any taxes on personal property by reason of permitting Tenant to enter this Agreement or any resulting Lease. Tenant also agrees to indemnify Owner against any loss or liability resulting from any and all claims or liens in connection with such taxes and assessments.

10. Memorandum of Option. The parties hereto agree to enter into a short form Memorandum of Option for the purpose of recording the same in the Camden County, North Carolina Public Registry or other applicable recording office. Tenant shall bear the cost of preparing and recording said Memorandum of Option.

11. No Waste. During the Option Period, Owner shall commit no waste upon the Property.

12. Default/Remedies. In the event of a breach of this Option by Owner, Tenant shall have the option, as its remedy hereunder, either (a) to terminate this Option and receive a return of its Option Fee, in which event neither party shall have any further obligation to the other hereunder

except for the indemnification obligations of Paragraph 6 and Paragraph 14; or (b) to demand and sue for specific performance by Owner of its obligations hereunder.

13. Survey, Engineering Data, Development Plans, Building Plans, Etc. As soon as possible after the date hereof, Owner shall deliver to Tenant (or otherwise make available to Tenant for copying) copies of all surveys, engineering studies, site plans, development plans, building plans, special use permits, zoning information, water and sewer permits and tap-ons, and related data, licenses, permits and information with respect to the Property, if any, which may be owned by and readily available to Owner at no cost or expense other than reasonable reproduction charges.

14. Notice. Any notice required to be given hereunder shall be in writing and shall be deemed to have been duly delivered as of: (i) the date and time the same is either delivered personally or by email, unless such delivery is made (a) on a day that is not a business day in the place of receipt or (b) after 5:00 p.m. local time on a business day in the place of receipt, in either of which cases such delivery will be deemed to be made on the next succeeding business day, (ii) on the next business day after timely delivery to a reputable overnight courier, or (iii) deposited, postage prepaid, in the United States mail, to be mailed by registered or certified mail, return receipt requested, addressed to the party to whom the same is directed at the following addresses:

If to Tenant: Shiloh Sandy Hook Solar, LLC
192 Raceway Drive
 Mooresville, NC 28117
Attention: Kenny Habul, Manager
Email: kenny@sunenergy1.com

With a copy to: SunEnergy1, LLC
192 Raceway Drive
 Mooresville, NC 28117
Attention: Legal Department
Email: legal@sunenergy1.com

If to Owner: James R. Williams
45 Cypress Lane
Southern Shores, NC 27949

Linda Nash
247 Ivy Neck Road
Camden, NC 27921

With a copy to: _____

Attachment: UDO 2017-06-07 SUP Sandy Solar LLC (1758 : UDO 2017-06-07 SUP Sandy Solar LLC)

15. Brokerage. Tenant and Owner warrant and represent to each other that no real estate agents' commissions, binders, fees or other like charges are due and owing or, to the best of the knowledge and belief of either of them, are claimed or asserted by any person, firm or corporation in connection with this Option and any subsequent leasing of the Property. Each party agrees to hold the other harmless from and against any expense (including court costs and attorney's fees) resulting from any such claim which is based upon any dealings by any third party with the indemnifying party.

16. Survival. Section 19 of this Agreement shall survive the expiration or any other termination of this Agreement for a period of 12 months. In the event the Option is exercised and the Lease is executed, the provisions of this Agreement shall not survive and the provisions of the Lease shall control.

17. Assignment. This Agreement may be assigned by Tenant without the consent of Owner to (a) any entity which controls, is controlled by or under common control with Tenant; (b) any entity resulting from the merger or consolidation of Tenant; (c) any person or entity which acquires all of the assets of Tenant as a going concern of the business that is being conducted on the Site, provided that said transferee assumes all of the obligations of Tenant under the Lease; provided, however, Tenant shall notify Owner in writing of any such Assignment.

18. General Provisions.

(a) No Waiver. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

(c) Amendment. No amendment to this Agreement shall be binding upon any of the parties hereto unless such amendment is in writing and executed by all parties hereto.

(d) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective administrators, executors, personal representatives, successors and assigns.

(e) Counterparts; Signatures. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. Owner and Tenant hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. Owner and Tenant (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other Party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

(f) Headings, etc. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

(g) Severability. If any term or provision of this Agreement is, to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. Confidentiality. Owner agrees to use commercially reasonable efforts to keep confidential, and not publicly disclose, the terms of this Option or of the Lease and any information provided by Tenant to Owner in relation to the transaction contemplated hereby.

20. Advice of Counsel. Owner and Tenant represent and warrant to each other that each has read and fully understands the terms and provisions of this Agreement and the Lease attached as Exhibit B, has had an opportunity to review this Agreement and the Lease with legal counsel, and has executed this Agreement based upon such party's own judgment and advice of independent legal counsel (if sought).

[Signature Pages Follow]

OWNER:

By: James R. Williams
Name: James R. Williams

By: Linda Nash x
Name: Linda Nash

STATE OF NORTH CAROLINA
COUNTY OF Nash

I, Jim A. Harris, a Notary Public, do hereby certify that JAMES R. WILLIAMS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 13 day of December, 2016.

Jim A. Harris
Notary Public
My Commission Expires: 2-01-2020

(Official Seal)

JIM A. HARRIS
NOTARY PUBLIC
NASH COUNTY, NC
COMMISSION EXPIRES 2-01-2020

STATE OF NORTH CAROLINA
COUNTY OF Nash

I, Jim A. Harris, a Notary Public, do hereby certify that LINDA NASH personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 12 day of December, 2016.

Jim A. Harris
Notary Public
My Commission Expires: 2-01-2020

(Official Seal)

JIM A. HARRIS
NOTARY PUBLIC
NASH COUNTY, NC
COMMISSION EXPIRES 2-01-2020

Attachment: UDO 2017-06-07 SUP Sandy Solar LLC (1758 : UDO 2017-06-07 SUP Sandy Solar LLC)

[Signatures Continued From Previous Page]

TENANT

SHILOH SANDY HOOK SOLAR, LLC

By: [Signature]
Name: Kenny Habul
Title: Manager

STATE OF NORTH CAROLINA
COUNTY OF IREDELL

I, Julie N. Williamson, a Notary Public, do hereby certify that KENNY HABUL personally appeared before me this day and acknowledged that he is the Manager of SHILOH SANDY HOOK SOLAR, LLC, and by authority duly given and as the act of Manager, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 20th day of December, 2016.

[Signature]
Notary Public
My Commission Expires: 9/14/18

(Official Seal)

JULIE N WILLIAMSON
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
9/14/18

Attachment: UDO 2017-06-07 SUP Sandy Solar LLC (1758 : UDO 2017-06-07 SUP Sandy Solar LLC)

EXHIBIT A

Legal Description of the Property

Located in Camden County, North Carolina, and more particularly described as follows:

Certain real property consisting of up to approximately 50 acres, owned by James R. Williams and Linda Nash, located at 474 N. Sandy Hook Road, Shiloh, NC; a portion of Parcel ID 03.8965.00.62.8349.0000. The particular acreage will be described in a survey. The survey descriptions will replace this paragraph in the final Lease.



Attachment: UDO 2017-06-07 SUP Sandy Solar LLC (1758 : UDO 2017-06-07 SUP Sandy Solar LLC)

Camden County, North Carolina

PO Box 128, Camden, NC 27021 (252) 338-1919

PRICE	CARD	PAGE
03.8965.00.62.8349.0000	1 of 1	1

WILLIAMS JAMES R.
 45 CYPRESS LANE
 SOUTHERN SHORES NC 27949

NOTES



PROPERTY MAP		
SANDY HOOK RD		
DEED BOOK PAGE	PLAT BK PG	EXEMPT
107 583		
APPROVAL	REC CODE	EXPIRES
30000000		5/05/2017

LEGAL DESCRIPTION: 1/2 INTEREST

BUILDING INFORMATION		STORIES	0.000
STRUCTURE		CONDITION	
FOUNDATION		GRADE	
EXT SIDING		YEAR BUILT	0
ROOF STYLE		EFFECTIVE YEAR	0
ROOF MATERIAL		DRPT	0
INSIDE WALLS		BATHS	0.00
FLOORING		FIREPLACES	
HEAT		TOTAL SQFT	0
HEAT FUEL			
AIR COND			

SALES INFORMATION	
DATE	
PRICE	\$0
QUALIFIED	--

ZONE	CODE	DESCRIPTION	FRONT DEPTH	UNITS	RATE	VALUE
GUD	20080	OPEN LAND AC		72.900 A	\$4,223.99	\$153,964

Acres: 72.900 Total Land Value: \$153,964

ZONE	CODE	DESCRIPTION	FRONT DEPTH	UNITS	RATE	VALUE
GUD	122000	OPEN LAND #2		11.790 A	\$990.00	\$5,836
GUD	121000	OPEN LAND #1		55.380 A	\$1,200.00	\$33,228
GUD	124000	OPEN LAND #4		0.020 A	\$40.00	
GUD	123000	OPEN LAND #3		5.710 A	\$740.00	\$2,112

Total Land Use Value: \$41,176

DESCRIPTION	LENGTH	WIDTH	UNITS	AD RATE	YEAR	VALUE
Total Out Building Value						\$0

DESCRIPTION	SOFT	RATE	COST NEW	VALUE

OTHER FEATURES: Total Sections Value: \$0

TOTAL SECTION VALUE			
LAND	\$153,964	ASSESSED VALUE	\$153,964
BUILDING	\$0	LESS	
OUT BUILDINGS	\$0	DEFERRED	\$112,788
		TAXABLE VALUE	\$41,176

HOTIHS

Attachment: UDO 2017-06-07 SUP Sandy Solar LLC (1758 : UDO 2017-06-07 SUP Sandy Solar LLC)

BOOK 107 583

Filed
'95 JAN 10 AM 11 38

RECORDS
CAMDEN COUNTY, N.C.

NORTH CAROLINA EXCISE TAX
APPLICABLE AND CANCELLED
\$2.00 PER \$1,000 VALUE

Excise Tax

Recording Time, Book and Page

Tax lot No. Parcel Identifier No. 03 8905 000 000 000 000
Verified by S. G. L. S. County on the 10th day of January, 1995

Mall after recording to Mrs. Linda W. Bash, Ivy Beck Road, Camden, N. C. 27921

This instrument was prepared by E. Roy Etheridge, Attorney

Brief description for the Index



NORTH CAROLINA GENERAL WARRANTY DEED

OF GIFT
THIS DEED/made this 6th day of January, 1995, by and between

GRANTOR

GRANTEE

JOHN THOMAS (JOHNIE) WILLIAMS and wife,
DORIS V. WILLIAMS

LINDA W. BASH
Ivy Beck Road
Camden, N. C. 27921

Enter in appropriate block for each party: name, address, and if appropriate, character of entity, e.g. corporation or partnership

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Camden

County, North Carolina and more particularly described as follows:
Beginning at a laurel at the south of a ditch known as the James Berry and Millies Hughes land ditch; thence Westwardly binding said ditch to the main road; thence South corner down the main road to W. L. Forbes corner line; binding said Forbes land to a black oak at B. V. Stevens corner line; thence Eastwardly down a line of marked trees to the first station, containing 80 acres, more or less. Being the same one half interest which A. W. Dozier, V and wife, Gayle S. Dozier conveyed to Ralton B. Forbes and wife, Marguerite P. Forbes, by deed recorded in the Office of the Register of Deeds of Camden County, and being the same one half interest in those lands devised by Item Four of the last Will and Testament of H. G. Dozier to his grandson, Ambrose M. Dozier, V. Said one half interest is also the one half interest acquired by B. G. Dozier from W. M. Morrisette, widower, by deed recorded in Book 25, page 572, in the same Registry. The remaining one half undivided interest is owned by James P. Williams.

N.C. GEN. STAT. § 41-1.1 (1995) (Repealed 1997)

Attachment: UDO 2017-06-07 SUP Sandy Solar LLC (1758 : UDO 2017-06-07 SUP Sandy Solar LLC)

BOOK 107 584

The property hereinabove described was acquired by Grantor by instrument recorded in Book 56, page 119, Camden County Registry, from Bailey D. Forbes and wife, Marguerite P. Forbes

A map showing the above described property is recorded in Plat Book _____ page _____ TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written. (Corporate Name) BY: John Thomas (Johnnie) Williams, President; Doris W. Williams, Secretary (Corporate Seal)



NORTH CAROLINA, Pasquotank County, I, a Notary Public of this County and State aforesaid, certify that John Thomas (Johnnie) Williams and wife, Doris W. Williams personally appeared before me this day and acknowledged the execution of their foregoing instrument. My commission expires Oct. 7, 1995.

SEAL-STAMP NORTH CAROLINA, I, a Notary Public of the County and State aforesaid, certify that personally came before me this day and acknowledged that he is a North Carolina corporation and that he, with its designation and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by me with my hand and official stamp on this day of January, 1995. My commission expires _____

The foregoing certificate(s) of Nettie Umplett, a Notary Public of Perquimans Co., NC

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof. Betty M. Jones, Register, Assistant Register of Deeds, CAMDEN, DISTRICT

Attachment: UDO 2017-06-07 SUP Sandy Solar LLC (1758 : UDO 2017-06-07 SUP Sandy Solar LLC)

Dave Parks

From: Kirk Jennings <kirkjennings@centurylink.net>
Sent: Friday, June 16, 2017 11:01 AM
To: Dave Parks
Subject: Re: Solar Farms

Yes, that would be the only thing that we would request.

Thanks
Kirk

Sent from my iPhone

On Jun 16, 2017, at 9:08 AM, Dave Parks <dparks@camdencountync.gov> wrote:

Tony and Kirk,

The last solar farm (located on Sassafras in Shiloh) that was approved a condition was placed on the Special Use Permit as follows:

1. Upon completion of the installation of the solar farm, Sun Energy shall provide training to Fire Marshall, South Camden Volunteer Fire Department and Sheriff's Office personnel as to the potential risks involved in case of an emergency inside the facility.

I have two more applications for Special Use Permits for Solar farms. Do you desire the same condition in place for each Solar Farm considered for approval?

Thanks,

David Parks
Permit Officer
Camden County

Attachment: UDO 2017-06-07 SUP Sandy Solar LLC (1758 : UDO 2017-06-07 SUP Sandy Solar LLC)

Dave Parks

From: Tony Perry <tperry@camdencountync.gov>
Sent: Friday, June 16, 2017 9:07 AM
To: 'Dave Parks'; kirkjennings@centurylink.net
Cc: Colonel Rodney Meads; Lt. Max Robeson
Subject: RE: Solar Farms

Yes, place the same condition on these Special Use Permits. I don't know any other requirements at this time. Thanks.

Sheriff Tony Perry

Camden County Sheriff's Office
 PO Box 57, 117 North NC343,
 Camden, NC 27921
 Office: 252-338-5046
 Fax: 252-335-4300

"The only thing necessary for the triumph of evil is for good men to do nothing."
 Edmund Burke

From: Dave Parks [<mailto:dparks@camdencountync.gov>]
Sent: Friday, June 16, 2017 9:09 AM
To: 'Tony Perry'; kirkjennings@centurylink.net
Subject: Solar Farms

Tony and Kirk,

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Attachment: UDO 2017-06-07 SUP Sandy Solar LLC (1758 : UDO 2017-06-07 SUP Sandy Solar LLC)



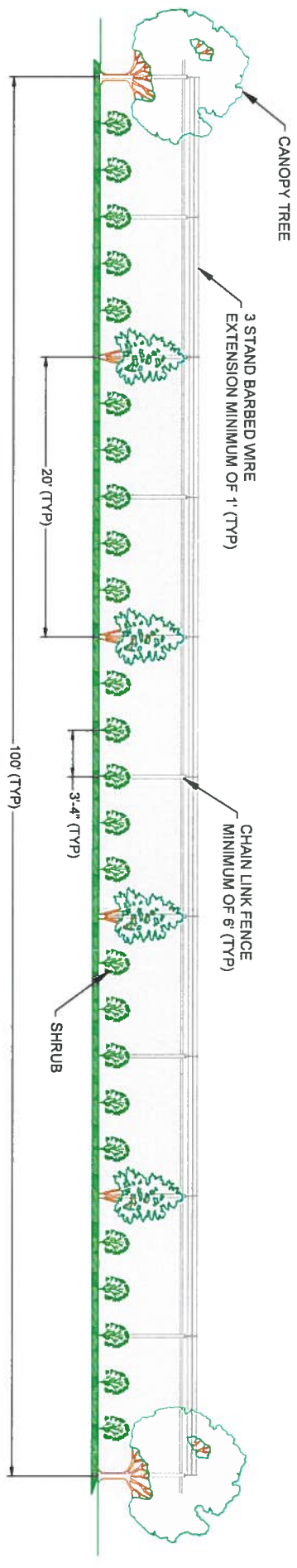
- NOTES**
1. PROJECT IS SPLIT BETWEEN MINIMUM RISK, 0% CHANCE, 0 ANNUAL FLOOD HAZARD, AND AEFLOOD ZONES.
 2. SITE ACREAGE APPROXIMATELY 74.88 ACRES.
 3. LATITUDE 36° 19' 52.34" N, LONGITUDE 77° 3' 24.19" W.
 4. POINT OF INTERCONNECT WILL CONSIST OF UP TO 8 (EIGHT) OWNED BY DOMINION POWER AND LOCATED ALONG NORTH SANDY HOOK RD.
 5. LANDSCAPE BUFFER SHALL CONSIST OF 3 CANOPY TREES, 4 U.D. STORY TREES AND 25 SHRUBS FOR EVERY 100 FT. BUFFER AREAS SHALL INCLUDE RESIDENTIAL, PROPERTY BOUNDARIES, AND LOCAL PUBLIC ROADS AND RIGHT OF WAYS.
 6. FENCE SHALL CONSIST OF 6 FT CHAIN LINK WITH 1" BARB D. 1/8" TOPPER PER NEC 110.31.

LEGEND

- FENCE - PERIMETER
- PROPERTY BOUNDARY
- 40' GATE
- PV ARRAY
- LANDSCAPE BUFFER




PROJECT NAME SANDY SOLAR, LLC FOR PV POWER PLANT IN CAMDEN, NC	CHECKED KCR		DRAWING LOG <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>3/31/16</td> <td>PRELIMINARY LAYOUT</td> </tr> <tr> <td>1</td> <td>06/02/17</td> <td>REVISED TO MEET NEW CAMDEN COUNTY ORDINANCES</td> </tr> <tr> <td>2</td> <td>06/21/17</td> <td>REVISED PER CAMDEN COUNTY COMMENTS</td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	0	3/31/16	PRELIMINARY LAYOUT	1	06/02/17	REVISED TO MEET NEW CAMDEN COUNTY ORDINANCES	2	06/21/17	REVISED PER CAMDEN COUNTY COMMENTS	192 Raceway Dr. Mooresville, NC 28117 (T) 704-662-0375 (F) 704-662-0352	KEY PLAN
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JOB NO. NC14063	DRAWN HJN	LATEST REVISION 06 JUNE 2017															



- NOTES:**
1. FENCE SHALL BE CHAIN LINK INSTALLED AT A MINIMUM OF 6' IN HEIGHT, WITH A MINIMUM OF 1' TOPPER UTILIZING AT LEAST 3 STRANDS OF BARBED WIRE, PER NEC 110.31
 2. LANDSCAPE BUFFER SHALL CONSIST OF 2 CANOPY TREES, 4 UNDER STORY TREES, AND 25 SHRUBS FOR EVERY 100 FT.
 3. FENCE SETBACK A MINIMUM OF 50' FEET FROM PROPERTY BOUNDARY.

LANDSCAPING BUFFER DETAIL
SECTION VIEW SCALE: 1"=5'-0"

Attachment: UDO 2017-06-07 SUP Sandy Solar LLC Map (1758 : UDO 2017-06-07 SUP Sandy Solar LLC)

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LANDSCAPE DETAIL
SL1.2