

**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

---

**Vicinity Map:**



**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:**

	<b>North</b>	<b>South</b>	<b>East</b>	<b>West</b>
<b>Zoning</b>	GUD	GUD	GUD	GUD
<b>Use &amp; size</b>	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

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

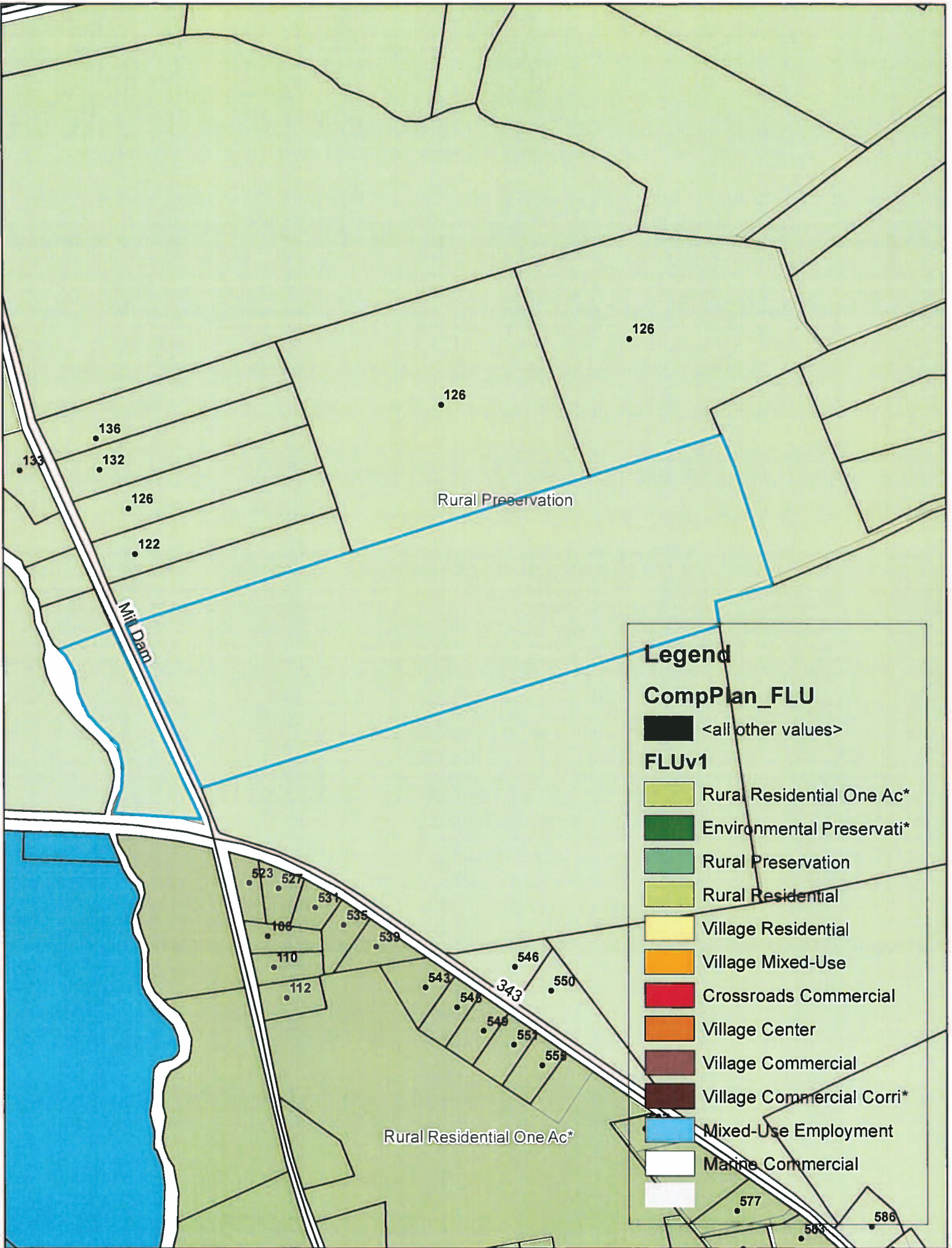
**Fire and rescue:**

Yes  No

**Law Enforcement:**

**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.



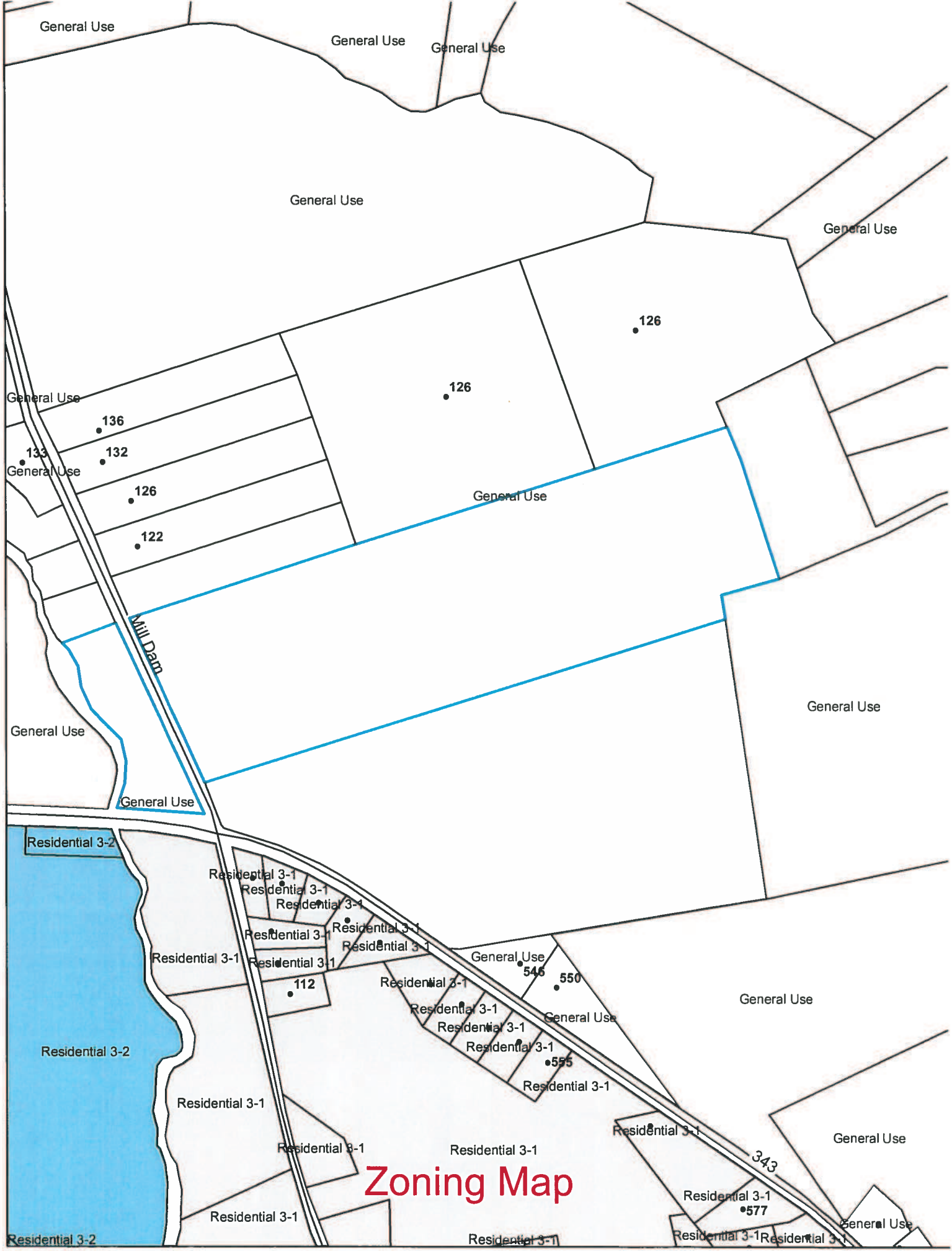
**Legend**

**CompPlan\_FLU**

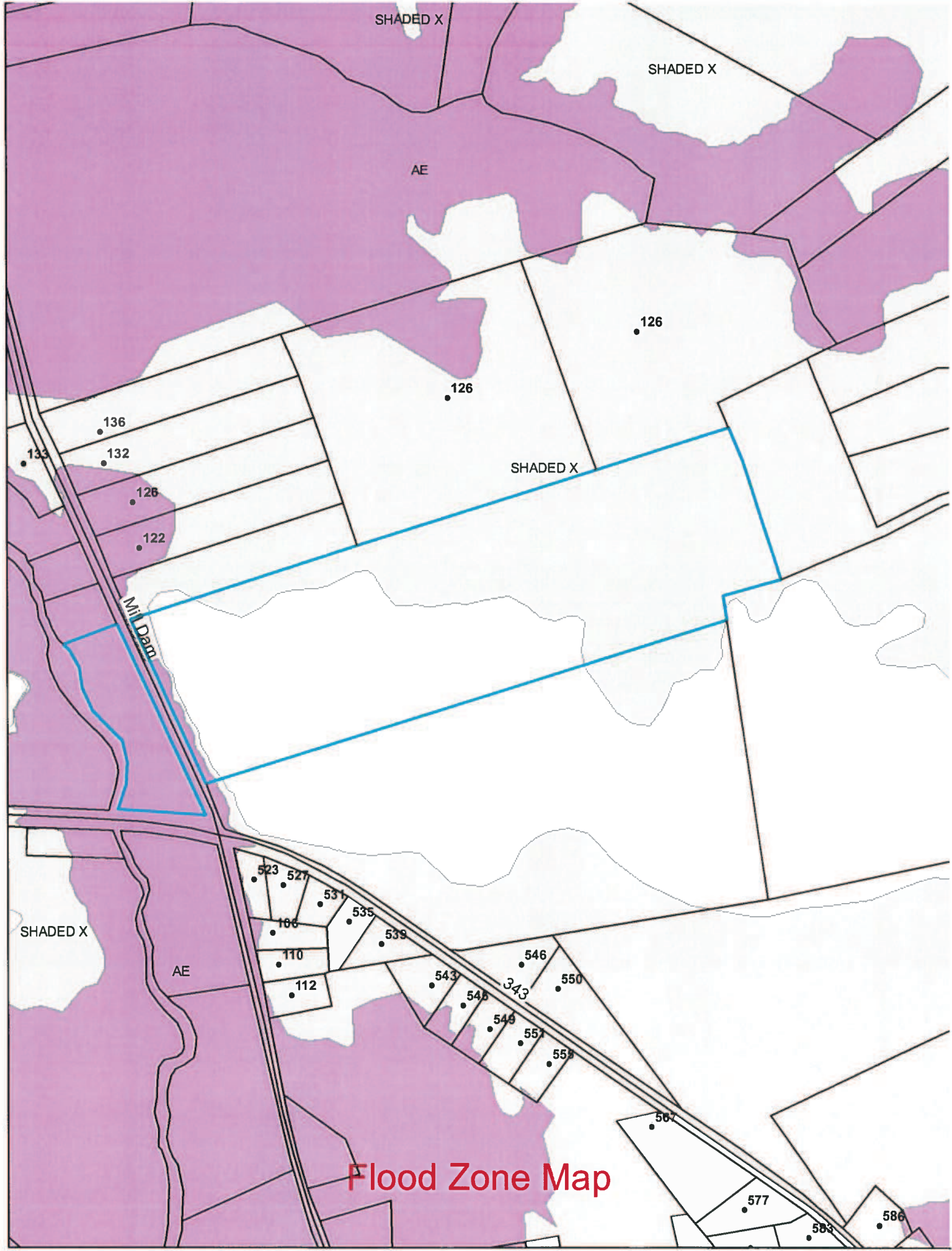
■ <all other values>

**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



# Zoning Map



Flood Zone Map





**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

**(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**

<b>Owner Name</b>	<b>Owner's Address</b>	<b>PIN #</b>
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



# **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 21,22 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.



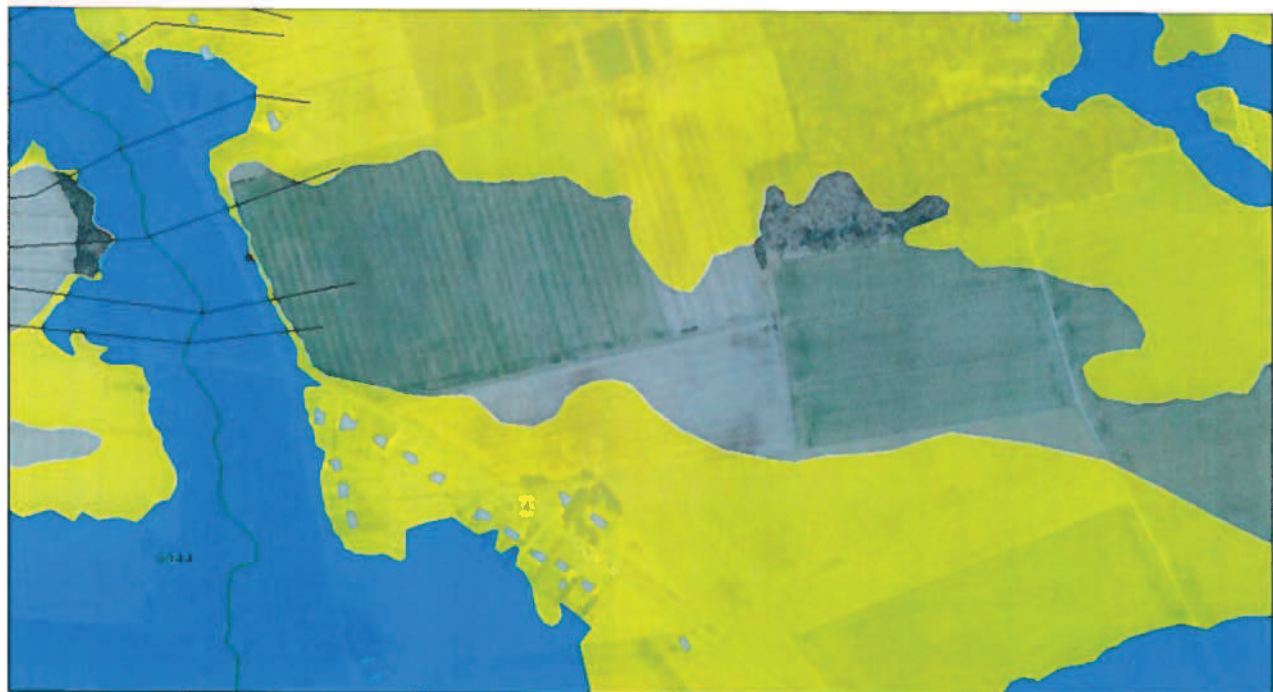
**Land Control:**

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





### 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



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. 02-8944-10-75-2526  
Verified by 395-02-LSG County on the 29<sup>th</sup> 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.



# Camden County, North Carolina

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

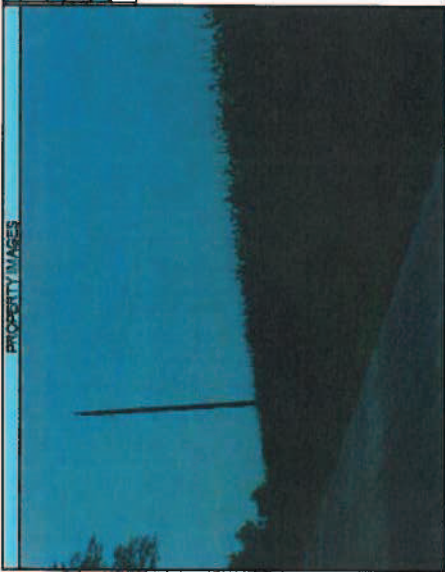
**02.8944.00.75.7172.0000** 1 of 1 1

**SAPYER KIM**

**8236 STATION HOUSE COURT  
LORION VA 22079**

NOTES

## PROPERTY IMAGES



911 STREET ADDRESS  
**MILL DAM RD N**  
 DEED BOOK PAGE **3-98A**  
**152 455**  
 ACCOUNT  
**20000000**  
 5/05/2017

SALES INFORMATION		
DATE	1/8/2005	
PRICE	\$175,000	
QUALIFIED	Q	

LEGAL DESCRIPTION	LOT
	3

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

ZONE	CODE	DESCRIPTION	FRONT	DEPTH	LAND USE	UNITS	RATE	VALUE
GUD	20160	OPEN LAND AC				49.830 A	\$5,608.79	\$279,486

Acres		49.830		Total Land Value		\$279,486	
ZONE	CODE	DESCRIPTION	FRONT	DEPTH	LAND USE	UNITS	VALUE
GUD	12400	OPEN LAND #4				3.360 A	\$134
GUD	12100	OPEN LAND #1				46.470 A	\$55,764

Total Land Use Value		\$55,898			
DESCRIPTION	LENGTH	WIDTH	ADIRATE	YEAR	VALUE

DESCRIPTION	SQFT	RATE	BUILDING SECTIONS		VALUE																														
			COST NEW	VALUE																															
<table border="1"> <thead> <tr> <th colspan="2">OTHER FEATURES</th> <th colspan="2">Total Sections Value</th> <th colspan="2">\$0</th> </tr> <tr> <th>TOTAL VALUE</th> <th>LAND</th> <th>BUILDING</th> <th>OUT BUILDINGS</th> <th>TOTAL PARCE VALUE</th> <th>ASSESSED VALUE</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>\$279,486</td> <td>\$0</td> <td>\$279,486</td> <td>\$279,486</td> </tr> <tr> <td></td> <td></td> <td>\$0</td> <td>\$0</td> <td>\$0</td> <td>\$223,588</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td><b>\$55,898</b></td> </tr> </tbody> </table>						OTHER FEATURES		Total Sections Value		\$0		TOTAL VALUE	LAND	BUILDING	OUT BUILDINGS	TOTAL PARCE VALUE	ASSESSED VALUE			\$279,486	\$0	\$279,486	\$279,486			\$0	\$0	\$0	\$223,588						<b>\$55,898</b>
OTHER FEATURES		Total Sections Value		\$0																															
TOTAL VALUE	LAND	BUILDING	OUT BUILDINGS	TOTAL PARCE VALUE	ASSESSED VALUE																														
		\$279,486	\$0	\$279,486	\$279,486																														
		\$0	\$0	\$0	\$223,588																														
					<b>\$55,898</b>																														

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](mailto:Krystynka.B.Stygar@usace.army.mil).

Regulatory Project Manager Signature

STYGAR.KRSTYNKA,  
BETHANIE.1408680  
430

Digitally signed by  
STYGAR.KRSTYNKA.BETHANIE.1408680430  
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

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](http://corpsmapu.usace.army.mil/cm_apex/f?p=136:4:0).

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

**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.

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

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](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



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

Applicant: <b>Eric Schudt</b> <b>Sun Energy 1</b>	File Number: <b>SAW-2016-02215</b>	Date: <b>December 12, 2016</b>
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.

**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 5<sup>th</sup> 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 5<sup>th</sup> 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**

STATE OF NORTH CAROLINA

OPTION TO LEASE

COUNTY OF CAMDEN

THIS OPTION TO LEASE (this "Agreement") made as of the 20<sup>th</sup> 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

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



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

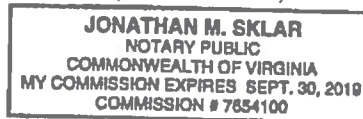
STATE OF VIRGINIA  
COUNTY OF Fairfax

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]

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 25<sup>th</sup> 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

## 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.



## 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](mailto: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

## 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