

VIRGINIA LAND RECORD COVER SHEET

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

FORM A – COVER SHEET CONTENT

Instrument Date: 6/3/2025

Instrument Type: ORD

Number of Parcels: 1 Number of Pages: 71

[] City [X] County KING GEORGE COUNTY COURT
CIRCUIT COURT

Tax Exempt? VIRGINIA/FEDERAL CODE SECTION

[] Grantor:

[] Grantee:

Business/Name

(Area Above Reserved For Deed Stamp Only)

1. Grantor: CLEYDAEL LIMITED PARTNERSHIP
2. Grantor: HARWOOD POWER
1. Grantee: CLEYDAEL LIMITED PARTNERSHIP
2. Grantee: HARWOOD POWER, LLC

Grantee Address

Name: CLEYDAEL LIMITED PARTNERSHIP

Address:

City: State: VA Zip Code:

Consideration: \$0.00 Existing Debt: \$0.00 Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

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

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

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

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 17/72

Short Property Description: TAX MAP 17 PARCEL 72
SPECIAL EXCEPTION APPLICATION AND SITING AGREEMENT

Current Property Address:

City: KING GEORGE State: VA Zip Code: 22485

Instrument Prepared By: JACLYN M. FISH Recording Paid By: KING GEORGE COUNTY

Recording Returned To: JACLYN M. FISH

Address: 10459 COURTHOUSE ROAD, SUITE 200

City: KING GEORGE State: VA Zip Code: 22485

FILED
KING GEORGE COUNTY, VA
Jessica M. Mattingly
CLERK OF CIRCUIT COURT

FILED Jun 03, 2025
AT 10:29 am

INST. # 250001606
TOTAL PAGES 73

AKT

VIRGINIA LAND RECORD COVER SHEET

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

FORM B – ADDITIONAL GRANTORS/GRANTEEES

Instrument Date: 6/3/2025

Instrument Type: ORD

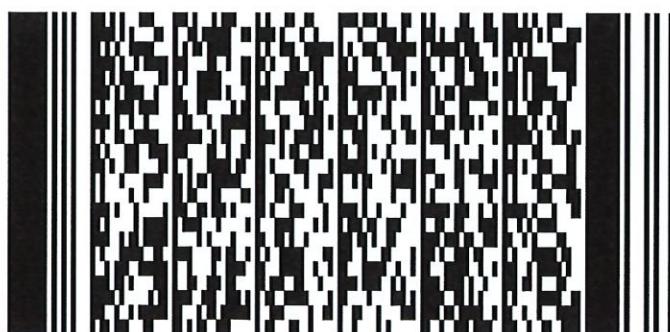
Number of Parcels: 1 Number of Pages: 71

[] City County KING GEORGE COUNTY COURT
CIRCUIT COURT

Grantor Business/Name

(Area Above Reserved For Deed Stamp Only)

Grantee Business/Name



**BOARD OF SUPERVISORS
COUNTY OF KING GEORGE
VIRGINIA**

O-03-25

At the regular meeting of the Board of Supervisors of the County of King George, in the Boardroom of the Revercomb Building in King George, Virginia, on the 18th day of February, 2025:

Present:	Vote:
Cathy Binder	NAY
Terrence "T.C." Collins	AYE
William S. Davis	AYE
Kenneth A. Stroud	AYE
David D. Sullins	AYE

Motion was made by Mr. Sullins, which carried 4-1, to adopt the following ordinance:

**AN ORDINANCE TO APPROVE SPECIAL EXCEPTION
PERMIT APPLICATION Z-2024-00218, CLEYDAEL LIMITED
PARTNERSHIP AND HARWOOD POWER, LLC, TO
AUTHORIZE THE CONSTRUCTION OF A
BATTERY ENERGY STORAGE FACILITY
ON A PORTION OF TAX MAP 17-72**

WHEREAS, Cleydael Limited Partnership (property owners) and representatives from Harwood Power, LLC (applicant) have submitted a "Special Exception Permit Application" dated August 19, 2024; and

WHEREAS, said application requests a special exception permit to establish a Battery Storage Facility, switchyard, and associated substation on a portion of a parcel identified on the King George County digital map as Tax Map 17, Parcel 72; and

WHEREAS, said application was considered by the King George County Planning Commission in accordance with applicable procedures at a formal and duly advertised public hearing on December 10, 2024, where they carefully considered the public comment received and voted 6:2 to forward a recommendation of approval to the Board of Supervisors; and

WHEREAS, within the timeframes established by the Code of Virginia and King George County Code, the Board of Supervisors scheduled and conducted a formal and duly advertised public hearing on February 4, 2025, and carefully considered the comments received, the application and conditions; and

WHEREAS, the Board of Supervisors has evaluated the application based on the current zoning of the parcel, which is Industrial, the standards set forth in the Special Exception Permit Provisions of the Zoning Ordinance (Article III, Division 4 et seq.), and the proposed conditions in the staff memo; and

WHEREAS, the Board of Supervisors finds that approval of this application would address, protect, and promote public convenience, necessity, general welfare, and good zoning practices in the County;

NOW THEREFORE, BE IT ORDAINED that on this, the 18th day of February, 2025, by the King George County Board of Supervisors, that Special Exception Permit Application Z-2024-00218, submitted by Cleydael Limited Partnership (property owners) and representatives from Harwood Power, LLC (applicant) be, and it hereby is, approved, subject to the following conditions:

HARWOOD POWER, LLC

SPECIAL EXCEPTION CONDITIONS (REVISED 2.1.25)

Special Exception Application Z-2024-00218

Approved 4-1

A Special Exception (“SE”) has been granted to Harwood Power, LLC (the “Applicant”) to construct, operate and decommission a Battery Energy Storage Facility (“BESF”) and associated Switchyard (which collects power from BESF and increases voltage between the BESF and the Substation) and 230 kV transmission Substation (collectively the “Facility”) pursuant to the King George Zoning and Subdivision Ordinance effective January 1, 2024 (the “Ordinance”). The following SE conditions (the “Conditions”) shall apply to the Facility. To the extent the Conditions are inconsistent with or more specific than the Ordinance, the Conditions shall control. All terms and phrases used but not defined in the Conditions shall have the meanings ascribed to them in the Ordinance. The SE, including approved plans and the Conditions, shall run with the land and shall not be affected by a change in ownership of the Applicant or the Facility or any portion thereof, nor by any change in the Ordinance.

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List of Exhibits:

Exhibit 1 – Conceptual Site Plan

Exhibit 2 – Harwood Power Boundary Line Adjustment Sketch and Legal Description

1. Scope of Special Exception. The Project authorized by this SE is a Battery Energy Storage Facility (the “BESF”) and associated switchyard and substation. The switchyard (the “Switchyard”) collects power from and distributes power to the BESF and changes voltage between the BESF and the 230kV substation. The 230kV substation (the “Substation”) interconnects the BESF and Switchyard to the transmission grid. The BESF, Switchyard and Substation (collectively the “Facility”) are proposed on parcel consisting of 12.29 acres, to be created from Parcel ID No. 17-72 pursuant to Condition 2 below (the “Parcel”) and shown on the Conceptual Site Plan submitted with the Application for the SE (the “Application”) attached hereto as Exhibit 1 (the “Conceptual Site Plan”).
2. Boundary Line Adjustment and Access Easement: Prior to submission of Final Site Plan for approval, Applicant shall submit to the County for approval a boundary line adjustment applicable to current Parcel ID No. 12-72 establishing a new parcel consisting of 12.29 acres as depicted and described in the Harwood Power Boundary Line Adjustment Sketch and Legal Description, attached hereto as Exhibit 2, to be accessed by an easement from Highway 301. The boundary line adjustment shall be approved by the County and a plat and easement applicable to the Parcel shall be recorded in the County land records prior to Final Site Plan approval.
3. Design.
 - a. Lighting. Permanent lighting shall: (i) be installed only for safety and security; (ii) be limited to those areas requiring illumination; (iii) operate only when in use or with motion sensors; and (iv) be directed downwards or inwards towards the Project.
 - b. Ground Vegetation. Within the fence of the Facility, the ground surface other areas not otherwise covered by roads or surface components shall be planted with a vegetative cover.
 - c. Landscaping and Buffering. The landscaping and buffering applicable to the Facility and the Property shall generally conform to that depicted in the Conceptual Site Plan attached hereto, as approved by the Zoning Administrator at Final Site Plan approval.
 - d. Standards for Design and Operation. The Facility will be designed and operated in compliance with the most recent NFPA 855 (Battery Energy Storage Systems) regulations in effect at the time of Final Site Plan approval. In the event of any conflict between NFPA 855 and the Virginia Uniform Statewide Building Code, NFPA 855 shall control. The BESF will be equipped with a Battery Management system providing for automatic fire and explosion detection and prevention.

- e. Battery Chemistry. The BESF shall not employ the use of batteries containing Lithium Nickel Manganese Cobalt (Li-NMC).
- 4. Water Access: In order to implement Section 7-6-1(E) of the Ordinance, for fire suppression purposes, the Facility shall be served by public water or an onsite 30,000 water tank or tanks and associated fire hydrants. Any water tank(s) required herein are separate and distinct from the existing water tower on the parcel, except that the water tank may be filled by the county's existing 12-inch water main line adjacent to the existing water tower, subject to agreement of the necessary parties. The selected source of water for the Facility, including any regular maintenance of the associated infrastructure, shall be finalized prior to submission of a Final Site Plan application for the Facility.
- 5. Submissions to Accompany Site Plan. Approval of a site plan complying with Article III, Division VI of the Ordinance (the "Site Plan") is required prior to issuance of any building permits. The layout of the Facility in the Site Plan will substantially conform to the Conceptual Site Plan and the other plans and studies submitted with the Application. The Applicant shall construct the Facility in accordance with the approved Site Plan. The Applicant shall provide the following to the County during the Site Plan review process.
 - a. Construction Traffic Management Plan. A construction traffic management plan prepared in accordance with applicable Virginia Department of Transportation ("VDOT") standards shall be submitted and shall address the following:
 - i. Vehicle traffic to minimize conflict with local traffic patterns, including designated routes for deliveries of equipment and materials on secondary roads providing ingress and egress to and from the Facility;
 - ii. Limitation on deliveries to and from the Facility from 7:00 a.m. to 6:00 p.m., Monday through Friday, and 7:00 a.m. to 5:00 p.m. on Saturday, and no deliveries on Sunday;
 - iii. Lane closures, flagging procedures, and directional and informational signage;
 - iv. Delivery and parking areas;
 - v. Dust control; and
 - vi. Road repairs, including pre- and post-construction road evaluations, a VDOT Land Use Permit, and posting of surety for the estimated cost of any repairs to public roads within 500 feet of each entrance to the Facility from public roads, based on an estimate reviewed and approved by the County and VDOT.
 - b. Information about Erosion and Sediment Control and Stormwater Management. The final design for erosion and sediment control shall be prepared in accordance with the Virginia Erosion and Sediment Control Handbook and reflected in the Site Plan. Stormwater management designs shall be approved by DEQ, with the

approved designs reflected in the Site Plan. For informational purposes, the Applicant shall submit DEQ's approval of the Facility's stormwater management plans with the Site Plan. The final plans for erosion and sediment control for the Facility shall comply with the Chesapeake Bay Preservation Act. Subject to the design requirements of the Erosion and Sediment Control and Stormwater plans as approved by DEQ, the Facility's stormwater management design shall include functionality allowing King George County Fire, Rescue and Emergency Services ("KGFRES"), at its discretion, to pause the drainage from the stormwater features while responding to a fire event. Procedures relating to this issue will be addressed in the Emergency Response Plan required by Section 5(d) below.

- c. Decommissioning and Reclamation Plan. A final decommissioning and reclamation plan (the "Decommissioning Plan") applicable to the BESF and Switchyard that updates the draft version submitted with the Application shall be submitted, including:
 - i. Provisions that satisfy each requirement of Section 7-6-1(L) of the Ordinance;
 - ii. Procedures for removal of the BESF and Switchyard at the end of their useful life, including provisions for the maintenance and preservation of topsoil;
 - iii. An estimate of the useful life of the Facility, an estimated cost of decommissioning the BESF and Switchyard in current dollars (the "Decommissioning Cost"), the methodologies for calculating those estimates, to be prepared by a licensed professional engineer certified by the Commonwealth of Virginia. In accordance with the Ordinance, the Decommissioning Plan and associated Decommissioning Cost shall be updated every five (5) years;
 - iv. Terms specifying that if the BESF stops operation for more than twelve (12) consecutive months, except as a result of a force majeure event as provided in the Siting Agreement, the BESF and Switchyard shall be decommissioned in accordance with the Decommissioning Plan within the following twelve (12) months unless the Facility is returned to operation within that time, subject to applicable extensions granted by the Board of Supervisors. If the BESF and Switchyard are not decommissioned as required, the County may enter the Facility without the Applicant's consent to decommission those components. As applicants for the SE, by allowing the Facility to be constructed on their property, the Applicants are deemed to agree to and acknowledge that the County may enter their property to decommission the Facility.
 - v. Surety securing the Decommissioning Cost shall be provided in the form of certified funds, cash escrow, bond, letter of credit, parent guaranty, or other means as provided by Va. Code 15.2-2241.2 in a form acceptable to the

County Attorney. If the Facility is acquired by a public service corporation as defined in Va. Code § 56-1, a parent guaranty will be sufficient and no other form of security is required for decommissioning, provided that such parent guaranty is in a form acceptable to the County Attorney. If a bond or letter of credit is used to secure the Decommissioning Cost, it shall provide for automatic notification of the County at least thirty (30) days in advance of the expiration of the bond or letter of credit.

- vi. Terms acknowledged by both Applicant and the County that only the BESF and Switchyard are subject to the decommissioning obligations contained herein and the Substation is to remain as a part of the overall transmission infrastructure in the region.
- d. Emergency Response Plan. In order to implement Section 7-6-1(M) of the Ordinance, an emergency response plan and hazard mitigation analysis developed in coordination with the KGFRES shall be submitted. This plan shall be updated as necessary during the operation of the Facility at the request of the Zoning Administrator, but no less than every five (5) years and shall address the necessary emergency signage at the Facility and the location and design of a lighted wind sock at the entrance to the Facility.
- e. Liability Insurance. Proof of adequate liability insurance shall be submitted prior to the issuance of building permits and updated annually during operations. Applicant shall maintain a commercial general liability policy of One Million Dollars (\$1,000,000.00) and an umbrella policy of Twenty Million Dollars (\$20,000,000.00). If the Facility is acquired by a public service corporation as defined in Va. Code § 56-1, it may self-insure and no proof of liability insurance is required.

6. Construction

- a. Public Liaison. The Applicant shall designate a person to act as a point of contact between citizens and construction crews. The contract information for the point of contact shall be posted at each construction access and provided to the Zoning Administrator.
- b. Construction Hours. All land clearing, grading activities shall be limited to the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday and 7:00 a.m. to 5:00 p.m. on Saturday. If construction is substantially delayed by circumstances beyond the control of the Applicant, the Zoning Administrator may allow the Applicant to conduct these activities on Sundays.
- c. Installation of Erosion and Sediment Control Measures. Erosion and Sediment Control (“ESC”) measures shall be installed as a first step in any land-disturbing activity area and shall be made functional before upslope land disturbance takes place.

d. Foreign Adversaries. Applicant shall be bound to the following practices such that no harm is caused by foreign adversaries:

- i. Applicant shall not engage as subcontractor or supplier any person or entity engaged in a long-term pattern or serious instances of conduct significantly adverse to the national security of the United States or its allies.
- ii. Applicant shall not incorporate any materials into the Equipment with two-way communications systems which are manufactured in any country which has engaged in a long-term pattern or serious instances of conduct significantly adverse to the national security of the United States or its allies.
- iii. Applicant shall comply with laws, orders, and regulations related to The Committee on Foreign Investment in the United States ("CFIUS"), which operates pursuant to section 721 of the Defense Production Act of 1950, as amended (section 721), and as implemented by Executive Order 11858, as amended, and the regulations at chapter VIII of title 31 of the Code of Federal Regulations. CFIUS is an interagency committee authorized to review certain transactions involving foreign investment in the United States and certain real estate transactions by foreign persons, in order to determine the effect of such transactions on the national security of the United States.

7. Operation

- a. County Access. The Applicant shall allow the County access to the Facility at any time for inspection purposes, with twenty-four (24) hours advance notice to the Applicant and adherence to site safety procedures. As necessary, KGFRES may conduct familiarization tours of the Facility to ensure all necessary County staff are informed on the appropriate emergency response procedures and general layout and operation of the Facility. These tours will be scheduled to coincide with training sessions as provided by Section 7(b) below and shall not exceed twice per year in frequency, except as Applicant may agree. In order to implement Section 7-6-1(H) of the Ordinance, emergency access by first responders where damage to person or property has occurred or is imminent shall be immediately available by Knox Box or other remote access technology, as approved by the County.
- b. Emergency Services Training. In order to implement Section 7-6-1(M) of the Ordinance, prior to the start of operations, the Applicant shall provide materials, education and on-site training regarding safe responses to potential on-site emergencies to emergency services personnel in coordination with KGFRES. The content and scope of this training shall be determined through coordination between Applicant and KGFRES prior to conducting the training events and correspond to the Emergency Response Plan and Hazard Mitigation Analysis as provided herein. The Applicant shall provide refresher training upon request of KGFRES, up to once per calendar year. Additional training shall be provided on an as-needed basis for newly hired KGFRES employees at the request of KGFRES, up to once per calendar year. Applicant shall be responsible for paying KGFRES employees their

respective hourly pay rate for the time spent attending training sessions and any other reasonable cost incurred by the County in the course of conducting the trainings.

- c. **Reimbursement for County Emergency Response Costs:** In the event of an emergency event at the Facility, Applicant agrees to reimburse the County for overtime wages incurred by KGFRES as a result of responding to the emergency event at the Facility.
- d. **Testing and Remediation.** In the event of a fire at the Facility that results in retained firefighting water, Applicant shall test the retained surface water for any hazardous chemicals and provide for its disposal as required by state and federal law.
- e. **Noise:** The allowable noise levels of the Facility shall not exceed 65 DBA from 7am until 7pm and 60 DBA from 7pm until 7am as measured at the proposed exterior property line of new Parcel ID No. 17-27. A sound barrier, as depicted in Figure 4 of the Noise Assessment, may be installed if deemed necessary for compliance with this condition.
- f. **Third Party Inspections.** Applicant shall reimburse the County up to Ten Thousand Dollars (\$10,000) per year, escalating three percent (3%) per annum, for the cost of hiring third party consultants or inspectors to conduct inspections of the Facility to confirm compliance with NFPA 855 and all other codes, conditions and ordinances applicable to the Facility in the event the County determines such third-party services are necessary. This obligation shall commence upon receipt of building and electrical permits for the Facility and continue for its operational lifetime. Funding shall be provided to the County within thirty (30) days of receipt of an invoice by Applicant from the County detailing the actual and reasonable third-party costs incurred.

8. **Decommissioning.**

- a. **Implementation of Decommissioning Plan.** When the requirement to decommission the Facility is triggered, the Applicant shall implement the most recent version of the Decommissioning Plan. If the County determines it is necessary, the Decommissioning Plan shall be updated prior to implementation.

9. **Administrative**

- a. **Building Permit Deadline.** The deadline for obtaining building permits for the Facility is five (5) years after the date of approval of the SE unless extended by written agreement between the County and the Applicant.
- b. **Stop Work Orders.** During construction of the Facility, any situation that either has caused or may cause immediate harm to life or significant damage to property may result in an order that the Applicant pause construction ("Stop Work Order"). Stop Work Orders may be issued 72 hours after delivery of a written notice of violation ("Pending Stop Work Order Notice") by the Zoning Administrator to the Applicant

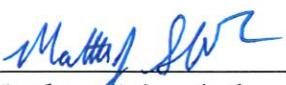
by email or written notice. Upon issuance of a Stop Work Order or Pending Stop Work Order Notice, the Applicant shall meet and/or communicate with the County and determine a process for resolving the situation. Commencement of the remedial process or agreement on a plan for such remediation to the County's satisfaction shall deem the Pending Stop Work Order Notice or the Stop Work Order, as applicable, to have been withdrawn.

- c. **Violations, Notice and Remediation.** Any material violation of these Conditions or the Ordinance that continues for more than 60 days after the date a written notice of violation ("NOV") is delivered by certified mail, return receipt requested, to the Applicant's designated point of contact as provided in writing to the Zoning Administrator may result in the initiation of proceedings by the County to revoke the SE. No such proceeding may be initiated, however, as long as the Applicant has submitted in writing to the Zoning Administrator a plan to remediate the issues raised by the NOV. The NOV may result in revocation of this SE only if the Applicant has failed to submit in writing a plan to address the violations cited in the NOV within the 60 days following Applicant's receipt of the NOV.
- d. **Binding Effect.** These Conditions are binding on the Applicant and any successors and assigns of the Facility.
- e. **Effect of Conditions.** To the extent these Conditions are inconsistent with or more specific than the Ordinance, the Conditions shall control.

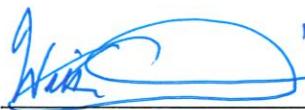
Exhibits follow on subsequent pages

BE IT FURTHER ORDAINED, that the County Administrator be, and he is hereby, directed to have a fully executed copy of this Ordinance recorded upon the Land Records of the County in the office of the Clerk of the Circuit Court.

Attest:



Matthew J. Smolnik
County Administrator



William S. Davis
Chairman

Approved as to form:

A handwritten signature in black ink, appearing to read "R.H. STUART, P.C.", is written over a horizontal line.

Richard H. Stuart, P.C.
Interim County Attorney

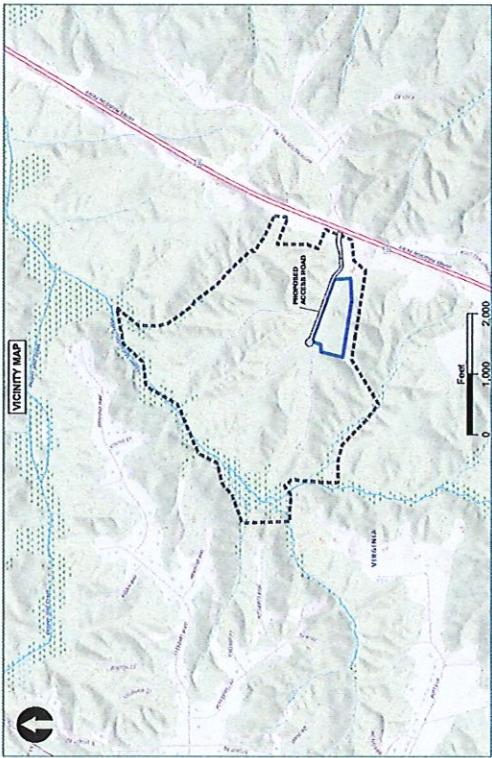
Attachments

- Exhibit 1
- Exhibit 2

HARWOOD POWER

SPECIAL EXCEPTION PERMIT CONCEPT PLAN

PARCEL 17-72
OWNER: CLEYDAEL LIMITED PARTNERSHIP
8267 LIGHTHOUSE LANE, KING GEORGE COUNTY, VIRGINIA



OPEN ROAD RENEWABLES

DEVELOPER
1105 NAVASOTA STREET
AUSTIN, TX 78702
TEL: 812-297-6611
WWW.OPENROADRENEWABLES.COM

TIMMONS GROUP

ENGINEER
1001 BOULDER PARKWAY
RICHMOND, VA
TEL: 804-200-6100
WWW.TIMMONSGROUP.COM

REVISED JULY 02, 2024

PRELIMINARY CONCEPT PLANS PREPARED BY TIMMONS GROUP





MAP PARCEL PIN OWNER NAME

N/A 17-72 CLEYDAEL LIMITED PARTNERSHIP

OWNER NAME

8267 LIGHTHOUSE LN

ADDRESS

KING GEORGE VA 22485 R-2/C-21

CITY STATE ZIPCODE ZONING

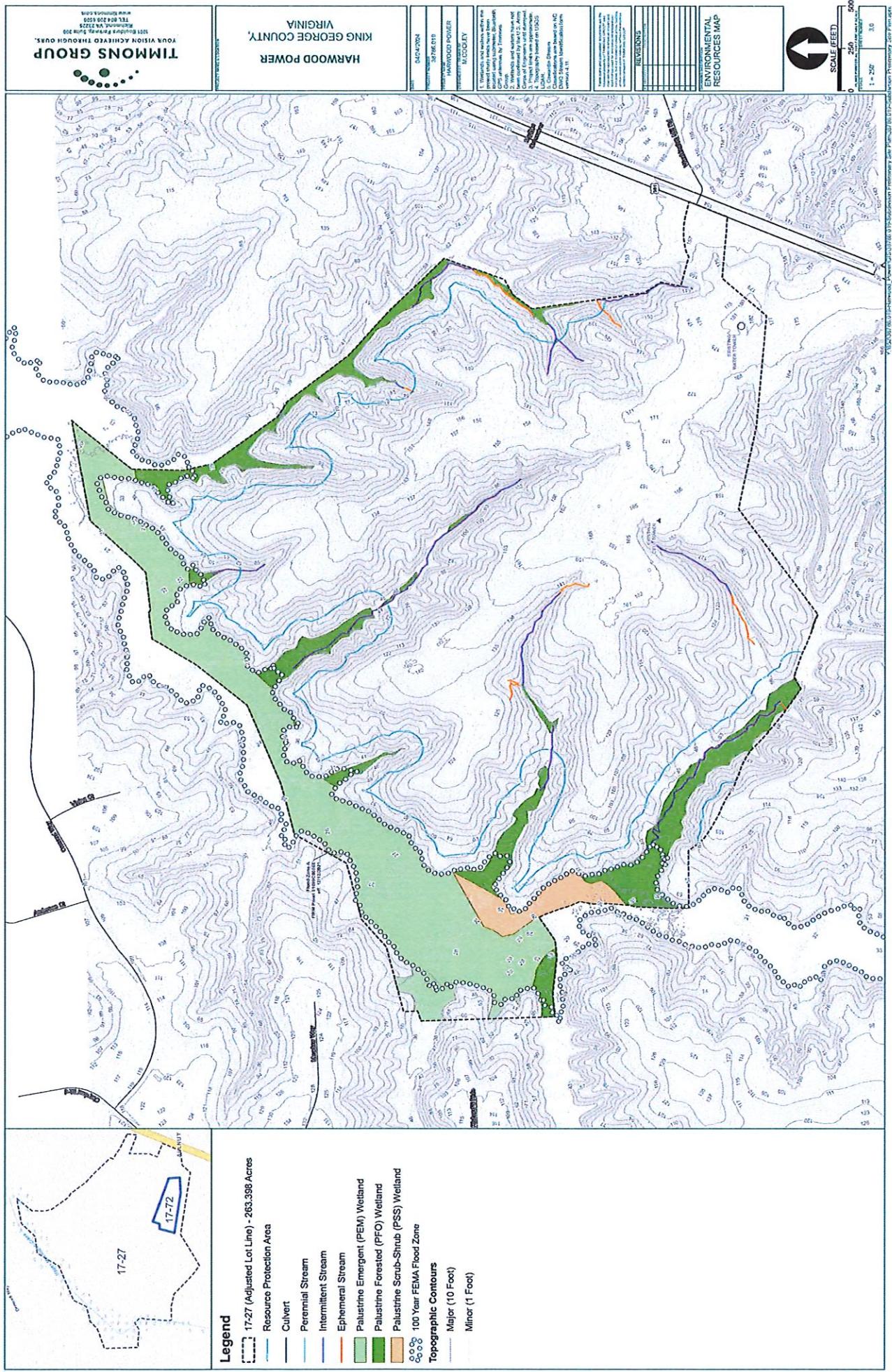


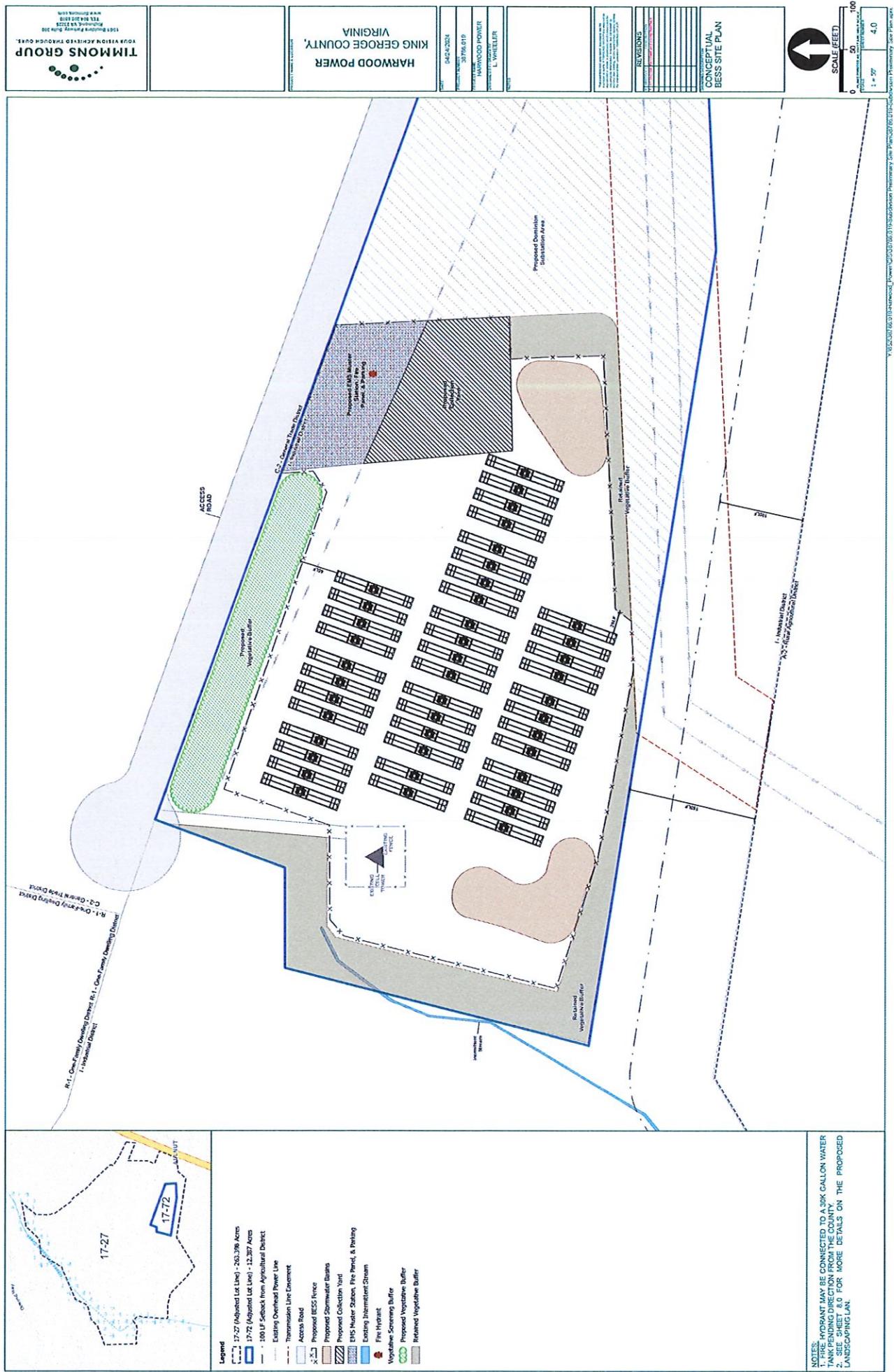
HOST PARCEL					
MAP IDENTIFIER		PARCEL PIN OWNER NAME			
N/A		17-72 CLEYDAEL LIMITED PARTNERSHIP			

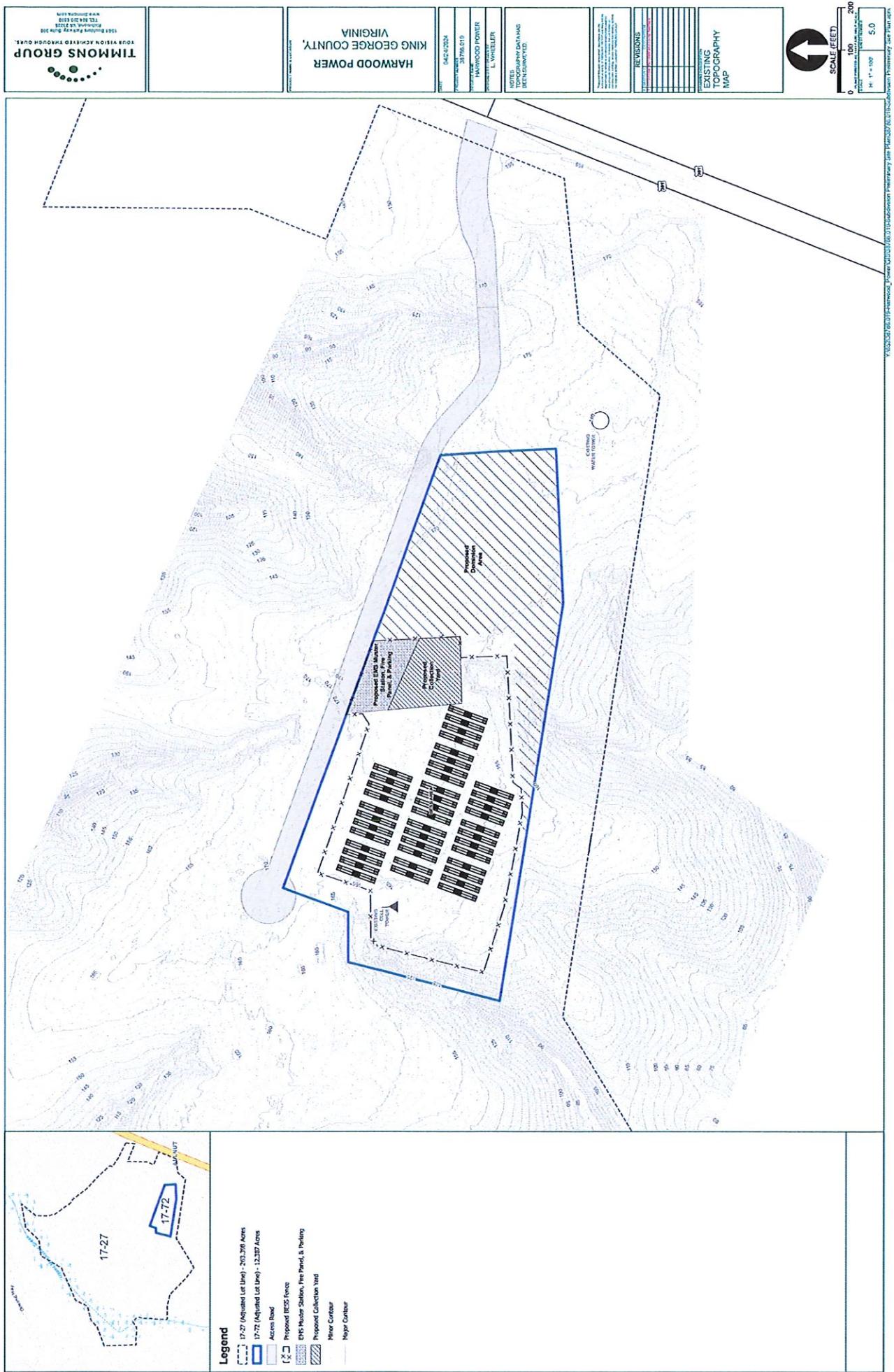
ADJACENT PARCELS

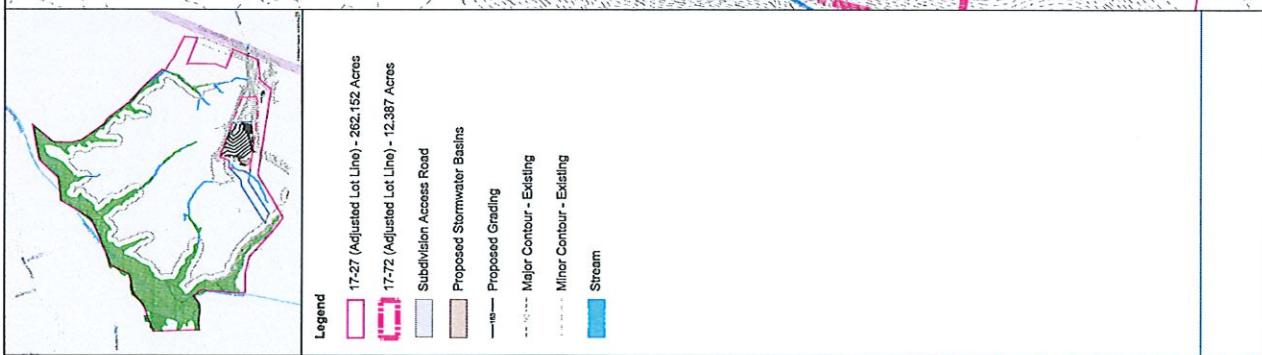
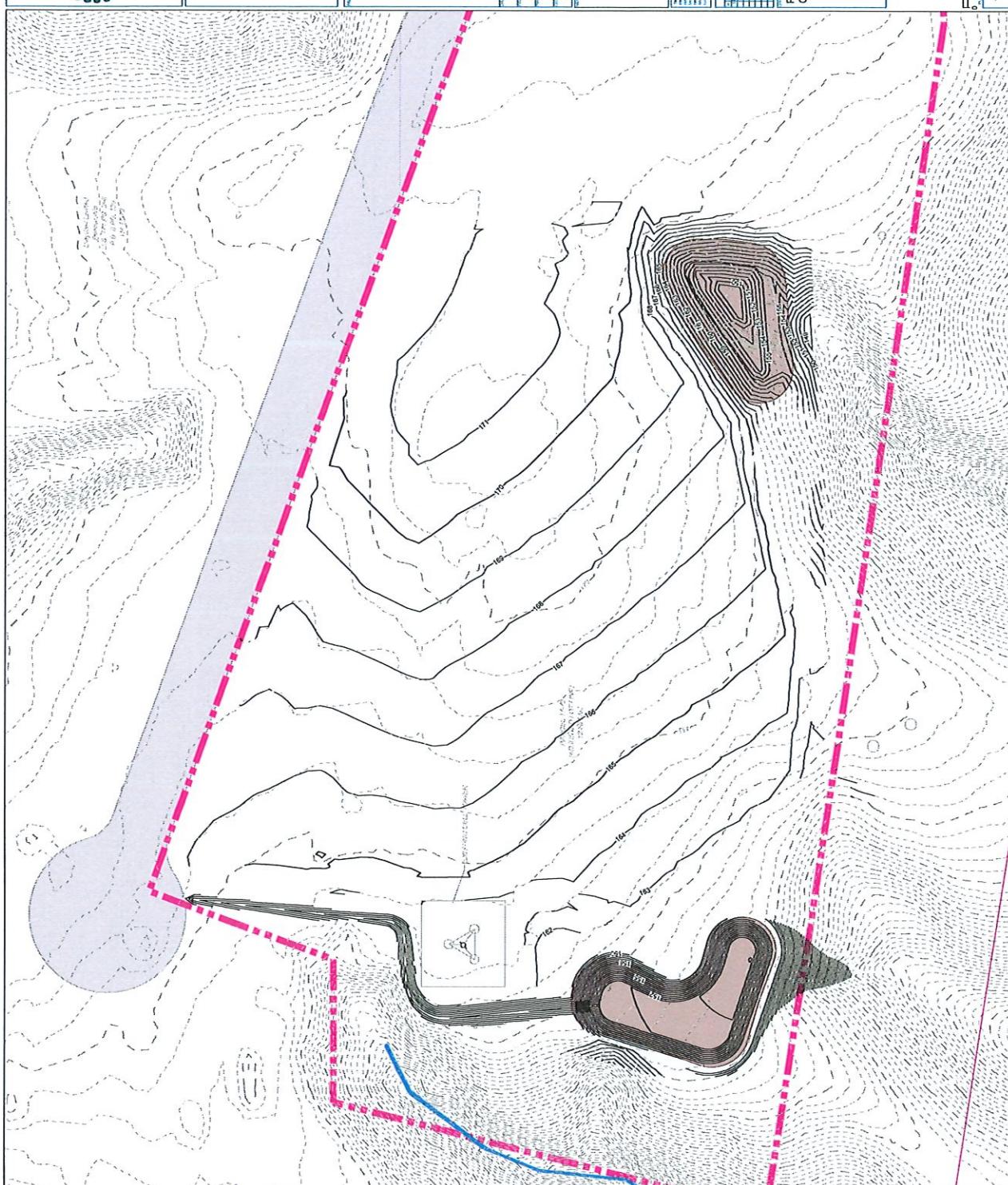
MAP IDENTIFIER	PARCEL PIN	OWNER NAME	ADDRESS	CITY	STATE ZIPCODE ZONING
1	17 27	CLEYDAEL LIMITED PARTNERSHIP	8267 LIGHTHOUSE LN	KING GEORGE	VA 22485 C2a2
2	17 58C	ELLER RONDAJ J	7428 JAMES MADISON PKWY	KING GEORGE	VA 22485 C-2
3	17 28	ELLER RONDAJ ET AL	7428 JAMES MADISON PKWY	KING GEORGE	VA 22485 C2I
4	17 30	MORRIS ELMER R JR & MARCELINE W	PO BOX 1	KING GEORGE	VA 22485 C2a2
5	17 31	SPIVEY ELLEN LAVON MORRIS NATALIE DANIELLE	10454 HUDSON RD	KING GEORGE	VA 22485 C2a2
6	16 54	MCDANIEL RESIDENTIAL PROPERTIES LLC	12350 POTTS LN	KING GEORGE	VA 22485 A-2
7	16D 3 31	WARDLAW FRONCE	12480 RICHARDS RIDGE	KING GEORGE	VA 22485 A-2
8	16D 3 32	WILMOT EWAN G	12484 RICHARDS RIDGE	KING GEORGE	VA 22485 A-2
9	16E 2 14	HANNA BRADLEY LYNN OR DEBORAH LYNN	13018 MEADOWWAY	KING GEORGE	VA 22485 A-2
10	16E 2 15	MILLER TRAVIS LEE OR KENDRA LYNN	13024 MEADOWWAY	KING GEORGE	VA 22485 A-2
11	16E 2 16	HARRIS MARVIN OR DONAK K	13029 MEADOWWAY	KING GEORGE	VA 22485 A-2
12	17B 1 116	ELIA BARRY J OR SANDRA M	6992 Vining Ct	KING GEORGE	VA 22485 R-1
13	17B 1 116	MCLAUGHLIN JENIA H	6995 Vining Ct	KING GEORGE	VA 22485 R-1
14	17B 1 121	OWENS SAL ANDREW OR JERDINE TIWANNA	13074 ORMOND WAY	KING GEORGE	VA 22485 R-1
15	17C 1 108	LINERO FRANCISCO JR	13236 ORMOND WAY	KING GEORGE	VA 22485 R-1
16	17C 1 109	BREEN CRYSTAL P	13224 ORMOND WAY	KING GEORGE	VA 22485 R-1
17	17C 1 107	BAILEY JO'DY CRUTCHER OR BOBAE HONG	13222 ORMOND WAY	KING GEORGE	VA 22485 R-1
18	17C 1 106	EGGLESTON LYNN E OR JACQUELINE H	13258 ORMOND WAY	KING GEORGE	VA 22485 R-1
19	17C 1 105	HANGER DAVID B OR AYAS S	13270 ORMOND WAY	KING GEORGE	VA 22485 R-1
20	17C 1 104	MATTESON JONATHAN D OR SMITH JORDAN	13282 ORMOND WAY	KING GEORGE	VA 22485 R-1
21	17C 1 103	MORGAN PAUL G III	13280 ORMOND WAY	KING GEORGE	VA 22485 R-1
22	17C 1 102	HOWARD STEPHEN MICHAEL OR HOWARD ASHTON CARALYNN	13322 ORMOND WAY	KING GEORGE	VA 22485 R-1
23	17C 1 101	COOPER JEREMY R OR BRANDALEE A	13342 ORMOND WAY	KING GEORGE	VA 22485 R-1
24	17C 1 100	WOODARD SHALIN M OR STACEY M	13346 ORMOND WAY	KING GEORGE	VA 22485 R-1
25	17 59	WEEDON MARY ANN	7399 JAMES MADISON PKWY	KING GEORGE	VA 22485 A-2
26	17 59A	WEEDON MARY ANN	5540 SUMMER CREEK WAY	GLEN ALLEN	VA 23059 A-2
27	17 60	SEAGER FRANCES M OR KENNETH WESLEY C/O CHARLOTTE ELLER	14036 WASHINGTON MILL ROAD	KING GEORGE	VA 22485 A-2
28	17 57A	MCDANIEL COMMERCIAL PROPERTIES	8755 DAHLGREN RD	KING GEORGE	VA 22485 C-1
29	17 58A	O'CONNOR ROBERT JR OR DUFFY LAURA E	7488 JAMES MADISON PKWY	KING GEORGE	VA 22485 A-2
30	17 27A	VEACHEY JOY G TRUSTEE	8267 LIGHTHOUSE LN	KING GEORGE	VA 22485 -
31	17 24	E T DEVELOPERS LLC	23057 CHAMBOURCIN PL	ASHBURN	VA 20148 A-2
32	17 25	ATKINSON PAUL GREGORY & ELIZABETH JANE TRUSTEES	14215 WASHINGTON MILL RD	KING GEORGE	VA 22485 A-2
33	17C 1 96	JAMIESON JOHN R	13550 ORMOND WAY	KING GEORGE	VA 22485 R-1

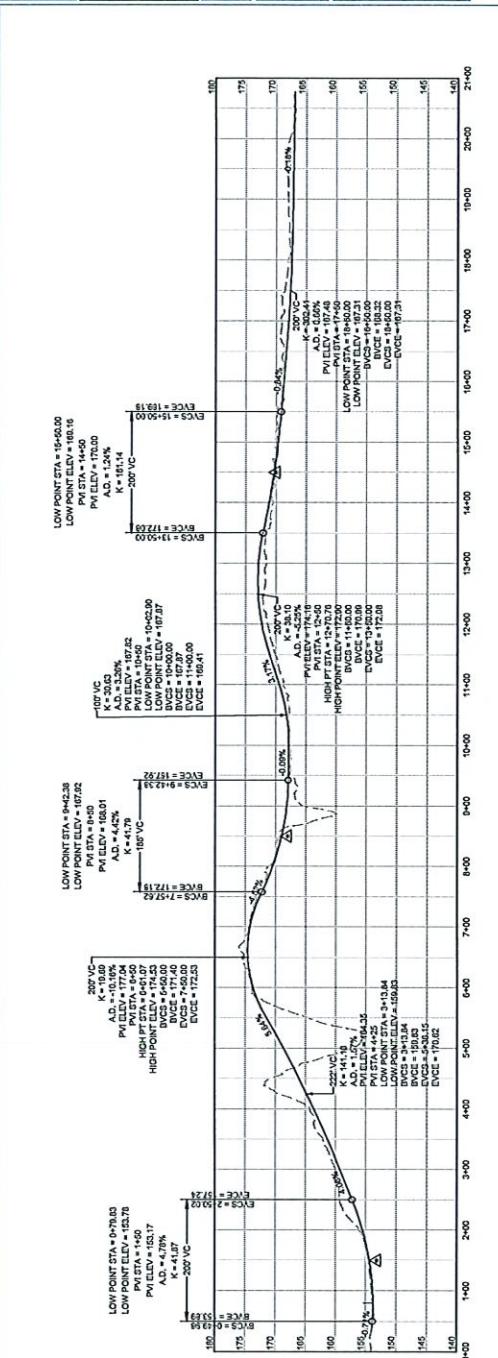
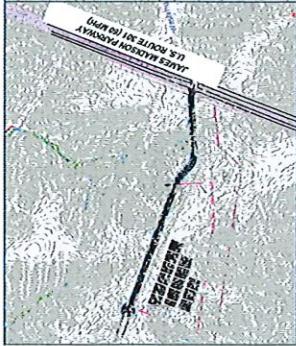
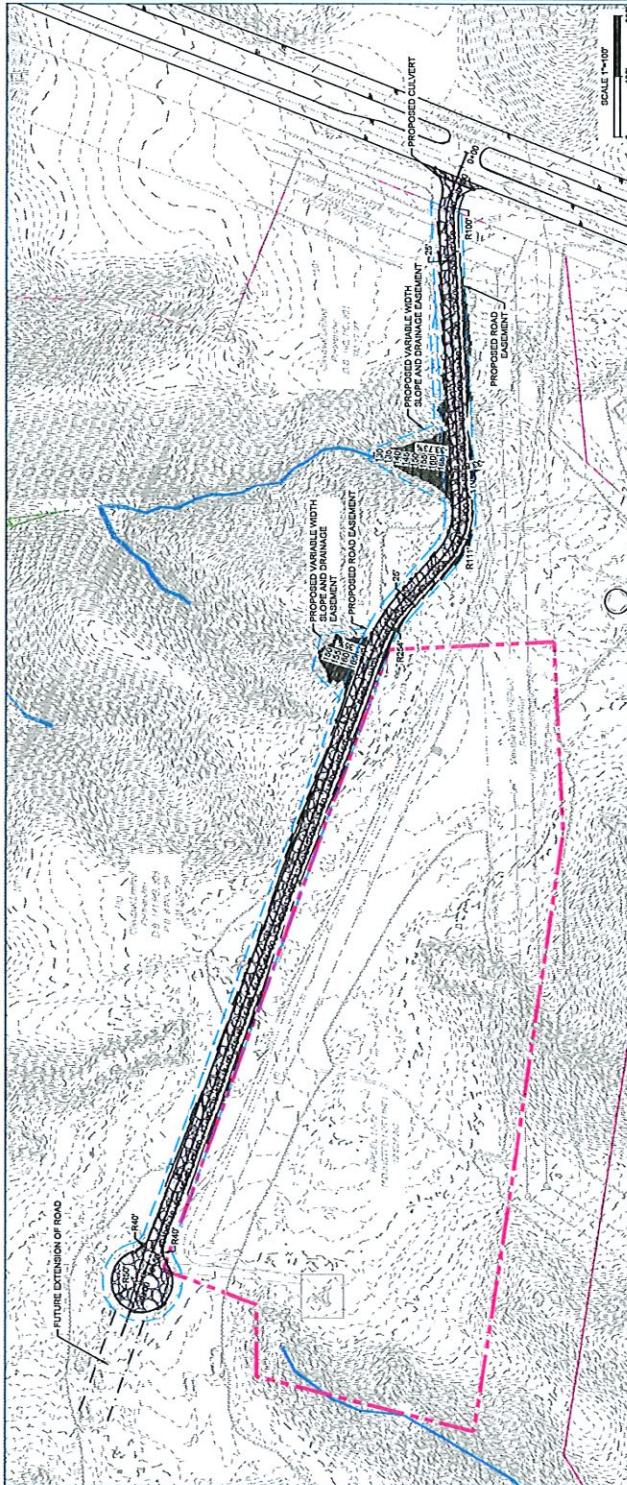






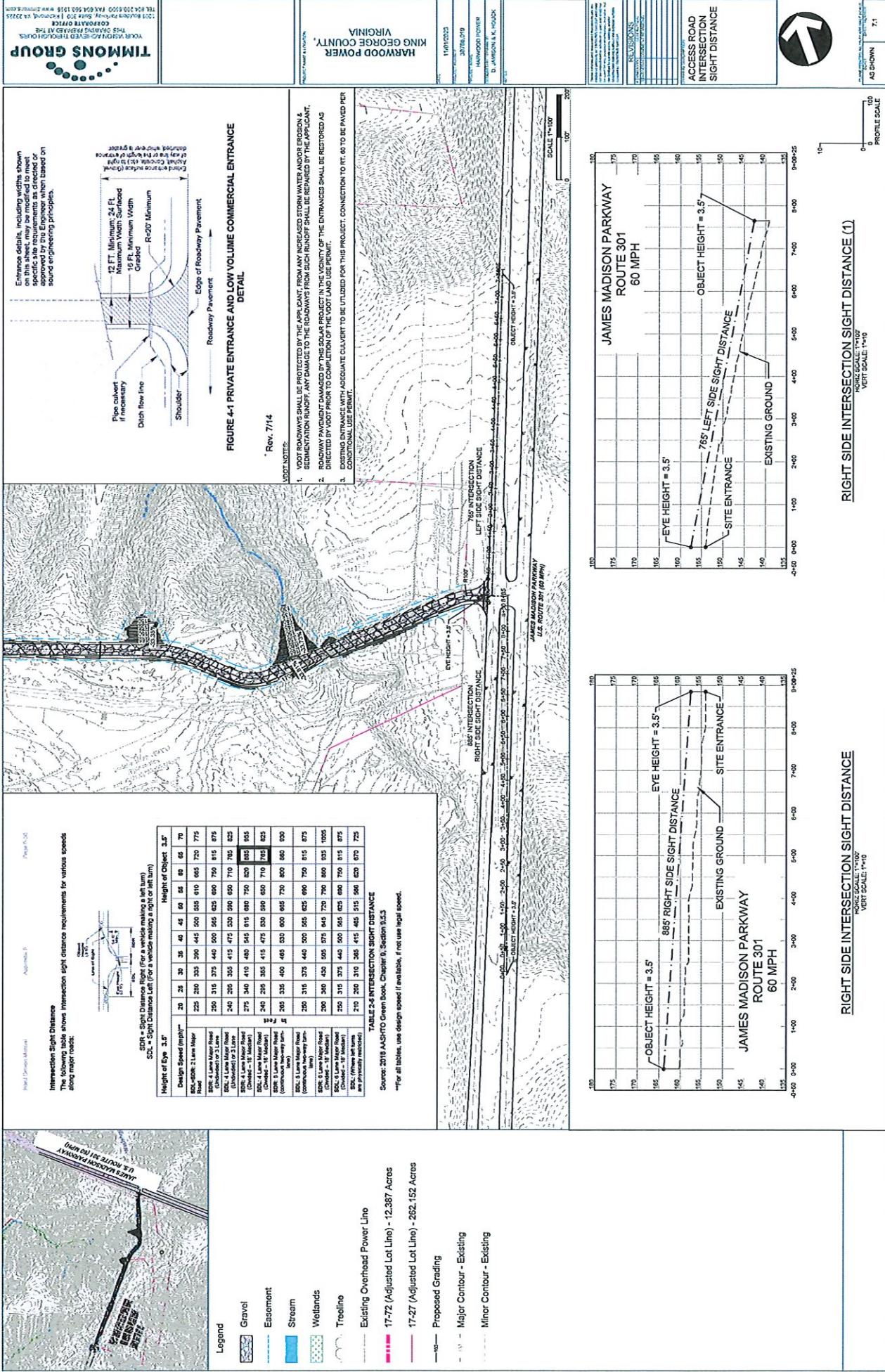






AD SHOWN
0'00

AD SHOWN
0'00





ADJUSTMENT SUMMARY		
Original Area	Adjusted Area	Adjusted Area
TM 17-72	262.152	12.387
TM 17-27	13.633	263.358
Total	275.785	275.785

Claydale Limited Partnership
D.B. #178 PG. 722
P.B. 8 PG. 139
TM 17-72 (Current)

ADJUSTED TM 17-27
263.386 AC.

50' Access Easement
contained in Amended and
Restated Memorandum
of Option Agreement
(Inst. #230002623)

15' Access Easement
(D.B. #371, PG. 69)
(Inst. #201008270004-1770)

ADJUSTED TM 17-27
12.387 AC.

Variable Width VEPCCO
Right-of-Way
(D.B. 371, PG. 69)

Inst. #201008270004-1770

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ADJUSTMENT SUMMARY		Adjusted Area
	Original Area	
TM 17-72	262.152	12.387
TM 17-27	13.633	263.398
		275.785
		275.785

LINE TABLE		
LINE	BEARING	LENGTH
L-1	S21°20'27" W	71.64'
L2	N75°55'08" W	34.64'
L3	N10°01'35" E	147.65'
L4	N10°28'00" W	69.69'
L5	N45°11'17" W	104.60'
L6	N51°42'27" W	36.65'
L7	S54°57'56" W	165.89'
L8	S83°59'01" W	99.33'
L9	N83°43'27" W	223.39'
L10	S19°04'30" W	64.59'
L11	S33°52'56" W	42.03'
L12	S20°59'05" W	63.61'
L13	N89°55'47" E	118.24'
L14	N20°11'14" E	163.57'

A Jonathan D. Mattox
Inst. # 170044020
TIA 17C-1-104

B Stephen Michael Howard
Aston Connelly Howard
Inst. # 150050300
TIA 17C-1-102

C Jeremy R. Cooper
Brandeis A. Cooper
Inst. # 210004522
TIA 17C-1-101

D Sharon M. Woodard
Stacy M. Woodard
Inst. # 120065880
TIA 17C-1-100

E John R. Jamieson
Inst. # 210001467
TIA 17C-1-99

PLAT SHOWING
BOUNDARY LINE
ADJUSTMENT BETWEEN
TM 17-27 & TM 18-28
Rappahannock District, King George
Date: April 24, 2024
Sheet 2 of 3
J.N. 387/264

LEGAL DESCRIPTION (ADJUSTED TM 17-72):

Beginning at a point having a Virginia State Plane North Zone coordinate value of N:6,798,398.20, E:11,880,880.43, said point being the POINT OF BEGINNING; thence N14°12'27"E, a distance of 371.51 feet; thence N89°53'41"E, a distance of 118.24 feet; thence N20°11'47"E, a distance of 163.57 feet; thence S70°03'31"E, a distance of 1085.94 feet; thence S03°20'37"E, a distance of 274.26 feet; thence S87°12'31"W, a distance of 365.55 feet; thence N81°01'29"W, a distance of 949.22 feet, returning to the Point of Beginning.

Described Parcel contains 12.387 Acres, more or less.

LEGAL DESCRIPTION (ADJUSTED TM 17-27):

Beginning at a point lying along the West line of James Madison Parkway (US Route 301), said point being 253 feet, more or less, north of the intersection of James Madison Parkway (US Route 301) and Washington Mill Road (Route 616), said point being the POINT OF BEGINNING; thence, with the Western line of James Madison Parkway (US Route 301) the following three (3) courses: (1) S20°58'05"W, a distance of 63.51 feet; (2) thence S21°26'19"W, a distance of 336.39 feet; (3) thence S21°20'27"W, a distance of 71.54 feet; thence, departing the West line of James Madison Parkway (US Route 301), S84°11'32"W, a distance of 343.46 feet; thence S41°09'08"W, a distance of 257.48 feet; thence N81°01'29"W, a distance of 1484.39 feet; thence S58°49'15"W, a distance of 858.28 feet; thence N54°34'03"W, a distance of 192.36 feet; thence N50°11'03"W, a distance of 150.95 feet; thence N46°07'04"W, a distance of 373.93 feet; thence N45°16'49"W, a distance of 186.81 feet; thence N76°30'55"W, a distance of 291.82 feet; thence S89°34'16"W, a distance of 332.91 feet; thence N07°45'58"W, a distance of 34.64 feet; thence N00°05'27"W, a distance of 90.04 feet; thence N02°43'01"E, a distance of 186.18 feet; thence N11°59'12"E, a distance of 45.96 feet; thence N04°10'17"E, a distance of 128.50 feet; thence N01°40'36"W, a distance of 82.66 feet; thence N10°01'38"E, a distance of 147.65 feet; thence N10°28'00"W, a distance of 69.69 feet; thence N45°11'10"W, a distance of 104.60 feet; thence N31°43'27"W, a distance of 36.66 feet; thence S54°57'58"W, a distance of 165.89 feet; thence S83°59'01"W, a distance of 99.53 feet; thence N83°43'27"W, a distance of 223.39 feet; thence S83°44'11"W, a distance of 126.30 feet; thence N01°58'52"W, a distance of 793.91 feet; thence N69°45'02"E, a distance of 499.83 feet; thence N47°30'04"E, a distance of 233.60 feet; thence N75°43'50"E, a distance of 360.96 feet; thence N25°38'53"E, a distance of 334.87 feet; thence N66°54'35"E, a distance of 883.17 feet; thence N30°11'28"E, a distance of 598.98 feet; thence N83°00'26"E, a distance of 400.22 feet; thence N43°01'00"E, a distance of 446.96 feet; thence N79°24'03"E, a distance of 607.22 feet; thence S39°26'48"W, a distance of 460.38 feet; thence S01°24'34"W, a distance of 306.69 feet; thence S12°44'02"E, a distance of 178.84 feet; thence S35°40'06"E, a distance of 478.54 feet; thence S58°55'30"E, a distance of 102.39 feet; thence S36°51'26"E, a distance of 448.82 feet; thence S47°18'00"E, a distance of 377.30 feet; thence S43°22'07"E, a distance of 435.08 feet; thence S19°04'30"W, a distance of 64.59 feet; thence S46°04'14"E, a distance of 95.65 feet; thence S48°20'39"E, a distance of 66.91 feet; thence S47°07'35"E, a distance of 57.34 feet to a point lying in the center of a creek; thence, with the center of the creek, as it meanders in a Southeasterly direction, a distance of 805 feet, more or less, to a point along the West line of James Madison Parkway (US Route 301), said point being S36°18'35"E, 680.96' feet from the previous call; thence, with the Western line of James Madison Parkway (US Route 301) the following two courses: (1) thence S33°53'58"W, a distance of 42.03 feet; (2) thence S05°28'40"W, a distance of 223.36 feet; thence, departing the Western line of James Madison Parkway (US Route 301), N68°31'24"W, a distance of 477.36 feet; thence S00°28'50"W, a distance of 487.87 feet; thence S21°28'36"W, a distance of 194.52 feet; thence S68°31'24"E, a distance of 339.64 feet, returning to the Point of Beginning.

LESS AND EXCEPT 12.387 ACRES being the following described land:

Beginning at a point having a Virginia State Plane North Zone coordinate value of N:6,798,398.20, E:11,880,880.43, said point being the POINT OF BEGINNING; thence N14°12'27"E, a distance of 371.51 feet; thence N89°53'41"E, a distance of 118.24 feet; thence N20°11'47"E, a distance of 163.57 feet; thence S70°03'31"E, a distance of 1085.94 feet; thence S03°20'37"E, a distance of 274.26 feet; thence S87°12'31"W, a distance of 365.55 feet; thence N81°01'29"W, a distance of 949.22 feet, returning to the Point of Beginning.

Described Parcel contains 263.398 Acres, more or less.

ENERGY STORAGE FACILITY SITING AGREEMENT

May 14, 2025 (the "Effective Date"), is by and between King George County, Virginia, a political subdivision of the Commonwealth of Virginia (the "County"), and Harwood Power, LLC a Delaware limited liability company ("Applicant"). The County and Applicant are herein each a "Party" and collectively, the "Parties".

Recitals

WHEREAS, Applicant intends to develop, install, build, and operate an energy storage facility (the "Facilities" or the "Project") on a certain parcel of land identified as King George County Parcel ID No. 17-72, consisting of 12.387 acres, as provided herein and as further shown in the SE (the "Property");

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

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

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

WHEREAS, pursuant to Virginia Code § 58.1-2636, the County may adopt an ordinance assessing a revenue share of (i) up to \$1,400.00 per megawatt, as measured in alternating current (AC) storage capacity of the nameplate capacity of an energy storage system ("Revenue Share Ordinance");

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

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

WHEREAS, energy storage systems constitute certified pollution control equipment, and therefore, are eligible for certain qualified tax exemptions as provided in Virginia Code § 58.1-3660;

WHEREAS, if the County adopts a Revenue Share Ordinance, such certified pollution control equipment exemption is 100% of the assessed value, pursuant to Virginia Code § 58.1-3660(H) (for energy storage systems);

WHEREAS, if the County does not adopt a Revenue Share Ordinance, such certified pollution control equipment exemption would be 80% of the assessed value in the first five years of service after commencement of commercial operation, 70% of the assessed value in the second five years in service, and 60% of the assessed value for all remaining years of service as provided in Virginia Code § 58.1-3660 (G), and (H), commonly known as the Machinery and Tools Tax Stepdown (“M&T Taxes”);

WHEREAS, Applicant has agreed to the payments and financial terms contained herein; and

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

NOW, THEREFORE, pursuant to Chapter 22, Title 15.2, Article 7.3 of the Code of Virginia, intending to be legally bound hereby and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the County and Applicant do hereby agree as follows:

Article I

Project Features, Conditions and Mitigation

1. Special Exception Permit Conditions. Applicant acknowledges and agrees that it is subject to all the terms and conditions contained in the Special Exception Permit (“SE”) approved by the Board for the Project. The SE approved by the Board on February 18, 2025 is attached hereto as **Exhibit A** and is hereby incorporated herein.

2. Violations/Enforcement. Violation by Applicant or by any of Applicant’s agents, assigns, or successors in interest of any terms and conditions of the SE continuing ten (10) business days after receiving written notice from County of such violation which has not been rectified or a plan for compliance has not been submitted to the County shall constitute a violation of this Agreement. Nonpayment pursuant to Article II, Section 2 of this Agreement enables the County to suspend or revoke the SE pursuant to Va. Code § 15.2-2309.7.

Article II

Payments

1. Purpose. The Parties acknowledge that the County has certain capital needs important to the economic, physical, and social well-being of the citizens and businesses within the County. In recognition that the Project may generate the possibility of additional

responsibilities for certain County services, Applicant agrees to the financial payments set forth herein.

2. Payment Structure. Applicant shall make payments to the County in the amounts and at such times as set forth in **Exhibit B** (each a “Payment” and collectively, the “Payments”). As used herein, “Commercial Operation” or “Commercial Operation Date” means the date on which the Project becomes fully operational and begins selling power under the terms of a power purchase or offtake agreement. Generation of test energy shall not be deemed Commercial Operation. Any Payment is separate and distinct from the amounts owed pursuant to any Revenue Share Ordinance as provided by Virginia Code § 58.1-3660 and §58.1-2636, any machinery and tool taxes on equipment pursuant to Article 2, Chapters 35 and 36 of Title 58.1 of the Code of Virginia and applicable County Ordinances, and all real estate taxes owed pursuant to Title III, Chapter 32 of the King George County, Virginia Code of Ordinances.

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

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

5. Effect of Adoption of Revenue Share. Applicant and County agree that if the County adopts a Revenue Share Ordinance, Applicant shall pay all obligations pursuant to that ordinance and shall be exempt from M&T Tax, with all other payments contained in **Exhibit B** remaining in full force and effect, payable at such values and times as contained in **Exhibit B**.

Article III

Miscellaneous Terms

1. Term; Termination. This Agreement shall commence on the Effective Date and shall continue until the completion of decommissioning of the Project in accordance with the Decommissioning Plan, as defined in the SE (the “Termination Date”). If after approval of the SE and execution of this Agreement but prior to the Commercial Operations date, Applicant chooses not to develop the Project and provides County notice of such intent (the “Notice of Early Termination”), this Agreement and all obligations contained herein shall terminate, and the Parties shall execute a release of the Memorandum as provided by Article III, Section 6 below. Notwithstanding the foregoing, Applicant shall make the Payments to the County as provided in Exhibit B which are due prior to issuing a Notice of Early Termination. Applicant shall have no obligation to make Payments after the Termination Date. The Payment due for the year in which the Project or material part thereof is decommissioned shall be prorated as of the Termination Date.

2. Mutual Covenants. Applicant covenants to the County that it will pay the County the amounts due hereunder when due in accordance with the terms of this Agreement, and will not

seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement. The County covenants to Applicant that it will not seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement.

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

4. Successors and Assigns. This Agreement shall be binding upon the successors or assigns of Applicant, and the obligations created hereunder shall be covenants running with the Property. Applicant has the right to sell, transfer, lease, or assign all or substantially all of its interests in the Project or the ownership of the Applicant (a "Transfer"). If Applicant does so, the Transfer agreement shall require this Agreement to be assumed by and be binding on the purchaser, transferee, or assignee. Such Transfer, upon full execution of the Transfer agreement, shall relieve Applicant of all obligations and liabilities under this Agreement accruing from and after the date of such Transfer, and the purchaser, transferee or assignee shall become responsible under this Agreement. Applicant shall execute such documentation as reasonably requested by the County to memorialize the assignment and assumption by the purchaser, transferee, or assignee.

5. Execution of Agreement Deems Project "Substantially In Accord" with County's Comprehensive Plan. Pursuant to Va. Code § 15.2-2316.9(C), execution of this Agreement deems the Project to be substantially in accord with the County's Comprehensive Plan in satisfaction of the requirements of Va. Code § 15.2-2232.

6. Memorandum of Agreement. Applicant shall record in the land records of the Clerk's Office of the Circuit Court of King George County, Virginia, a memorandum of this Agreement in a form substantially similar to that attached as **Exhibit C** hereto. Such recordation shall be at Applicant's sole cost and expense and shall occur as soon as reasonably practicable after the Effective Date. If Applicant chooses to not develop the Project, in its sole discretion, then the Applicant may unilaterally execute a release of such memorandum and record such release in the land records of the aforementioned Clerk's Office, after which a copy of the recorded release shall be provided to the County.

7. Notices. Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement shall be in writing and shall be delivered or sent by registered or certified U.S. mail, postage prepaid, by recognized overnight courier, or by commercial messenger to:

County

Board of Supervisors
King George, Virginia
10459 Courthouse Drive, Suite 200
King George, Virginia 22485
Attn: Matthew Smolnik, County Administrator

With a copy to:

Richard Stuart, Esq.
Interim County Attorney
P.O. Box 1146
Montross, Virginia 22520

Applicant

Harwood Power, LLC
c/o General Counsel
1105 Navasota Street
Austin, Texas 78702

With a copy to:

D. Scott Foster, Jr., Esq.
Gentry Locke
P.O. Box 780
Richmond, Virginia 23218

The County and Applicant, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices shall be sent.

8. Governing Law; Jurisdiction; Venue. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO ANY OF ITS PRINCIPLES OF CONFLICTS OF LAWS OR OTHER LAWS WHICH WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. THE PARTIES HERETO (A) AGREE THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING, AS BETWEEN THE PARTIES HERETO, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT AND TRIED ONLY IN THE CIRCUIT COURT OF KING GEORGE COUNTY, VIRGINIA, (B) CONSENT TO THE JURISDICTION OF SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING, AND (C) WAIVE ANY OBJECTION WHICH ANY OF THEM MAY HAVE TO THE LAYING OF VENUE FOR ANY SUCH SUIT, ACTION, OR PROCEEDING IN SUCH COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION, OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH SUIT, ACTION, OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

9. Severability; Invalidity Clause. Any provision of this Agreement that conflicts with any valid and applicable laws, statutes, ordinances, regulations, orders, and assessments of any Governmental Authority (defined below) with jurisdiction over the Project, the Property, any Party, or this Agreement ("Applicable Laws") or is held to be void or unenforceable, such provision shall be ineffective to the extent of such voidness, or unenforceability without

invalidating the remaining provisions hereof, which remaining provisions shall be enforceable to the fullest extent permitted under Applicable Law. If, for any reason, including a change in Applicable Law, it is ever determined by any federal, state, or local government or court, administrative agency, commission, instrumentality, or other government authority (or any political subdivision thereof) and any electric reliability organization, regional transmission organization or independent system operator, in each case, with jurisdiction over the Property, the Project, a Party, or this Agreement (a “Governmental Authority”) that this Agreement is invalid, then the Parties shall, subject to any necessary County meeting vote or procedures, undertake reasonable efforts to amend and or reauthorize this Agreement so as to render the invalid provisions herein lawful, valid, and enforceable. If the Parties are unable to do so, this Agreement shall terminate as of the date of such determination of invalidity, and the Property and Project will thereafter be assessed and taxed as though this Agreement did not exist. The Parties will cooperate with each other and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party.

10. Entire Agreement. This Agreement and any exhibits or other attachments constitute the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the Parties hereto with respect to the subject matter hereof. No provision of this Agreement can be modified, altered or amended except in a writing executed by all Parties hereto.

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

12. Force Majeure. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in Applicable Laws, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

A. Neither Party will be in breach of its obligations under this Agreement or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by the other Party if and to the extent it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred.

B. As soon as reasonably practicable after the start of a Force Majeure Event, and within a reasonable time after the end of a Force Majeure Event, any Party invoking the Force Majeure Event shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party’s obligations under this Agreement.

C. Applicant will, and will ensure that its contractors will, at all times take all reasonable steps within their respective powers and consistent with good operating practices (but without incurring unreasonable additional costs) to:

- (i) prevent Force Majeure Events affecting the performance of the Applicant's obligations under this agreement;
- (ii) mitigate the effect of any Force Majeure Event; and
- (iii) comply with its obligations under this Agreement.

D. The Parties shall consult together in relation to the above matters following the occurrence of a Force Majeure Event.

E. Should a single Force Majeure Event occur for a continuous period of more than 180 days, then the Parties shall endeavor to agree on any modifications to this Agreement (including without limitation, determination of new Payments) that are equitable, having due regard to the nature of the ability of Applicant to continue to meet its financial obligations to the County.

F. For the avoidance of doubt, a Force Majeure Event shall not include (a) financial distress or the inability of either Party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a Party's financial inability to perform its obligations hereunder, except such occurrences (a)-(c) that arise from a Force Majeure Event.

12. No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and their respective successors and permitted assigns, and no other person shall have any right, benefit, priority, or interest in, under, or because of the existence of, this Agreement.

13. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument. A signed copy of this Agreement delivered by e-mail/PDF or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

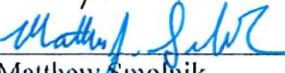
[signature page follows]

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

HARWOOD POWER, LLC

Signature 
Name: CYRUS TASHAKKORI
Title: PRESIDENT
Date: May 30, 2025

KING GEORGE COUNTY, VIRGINIA

By: 
Name: William Davis
Title: Chairman, Board of Supervisors
Date: May 14, 2025
By: 
Name: Matthew Smolnik
Title: County Administrator
Date: May 14, 2025

Approved as to form:

By: 
Richard Stuart, Interim County Attorney

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

HARWOOD POWER, LLC

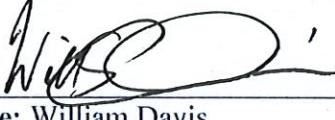
Signature

Name: _____

Title: _____

Date: _____

KING GEORGE COUNTY, VIRGINIA

By: 

Name: William Davis

Title: Chairman, Board of Supervisors

Date: May 14, 2025

By: 

Name: Matthew Smolnik

Title: County Administrator

Date: May 14, 2025

Approved as to form:

By: 

Richard Stuart, Interim County Attorney

EXHIBIT A
SPECIAL EXCEPTION PERMIT
(Continued on next page)

**BOARD OF SUPERVISORS
COUNTY OF KING GEORGE
VIRGINIA**

O-03-25

At the regular meeting of the Board of Supervisors of the County of King George, in the Boardroom of the Revercomb Building in King George, Virginia, on the 18th day of February, 2025:

Present:	Vote:
----------	-------

Cathy Binder	Nay
Terrence "T.C." Collins	Aye
William S. Davis	Aye
Kenneth A. Stroud	Aye
David D. Sullins	Aye

Motion was made by Mr. Sullins to adopt the following Ordinance, contingent upon a siting agreement that is acceptable to the Board of Supervisors, and the Special Exception conditions contained herein, seconded by Mr. Stroud. The motion carried 4:1.

**AN ORDINANCE TO APPROVE SPECIAL EXCEPTION
PERMIT APPLICATION Z-2024-00218, CLEYDAEL LIMITED
PARTNERSHIP AND HARWOOD POWER, LLC, TO
AUTHORIZE THE CONSTRUCTION OF A
BATTERY ENERGY STORAGE FACILITY
ON A PORTION OF TAX MAP 17-72**

WHEREAS, Cleydael Limited Partnership (property owners) and representatives from Harwood Power, LLC (applicant) have submitted a "Special Exception Permit Application" dated August 19, 2024; and

WHEREAS, said application requests a special exception permit to establish a Battery Storage Facility, switchyard, and associated substation on a portion of a parcel identified on the King George County digital map as Tax Map 17, Parcel 72; and

WHEREAS, said application was considered by the King George County Planning Commission in accordance with applicable procedures at a formal and duly advertised public hearing on December 10, 2024, where they carefully considered the public comment received and voted 6:2 to forward a recommendation of approval to the Board of Supervisors; and

WHEREAS, within the timeframes established by the Code of Virginia and King George County Code, the Board of Supervisors scheduled and conducted a formal and duly advertised public hearing on February 4, 2025, and carefully considered the comments received, the application and conditions; and

WHEREAS, the Board of Supervisors has evaluated the application based on the current zoning of the parcel, which is Industrial, the standards set forth in the Special Exception Permit Provisions of the Zoning Ordinance (Article III, Division 4 et seq.), and the proposed conditions contained herein; and

WHEREAS, the Board of Supervisors finds that approval of this application would address, protect, and promote public convenience, necessity, general welfare, and good zoning practices in the County;

NOW THEREFORE, BE IT ORDAINED that on this, the 18th day of February, 2025, by the King George County Board of Supervisors, that Special Exception Permit Application Z-2024-00218, submitted by Cleydael Limited Partnership (property owners) and representatives from Harwood Power, LLC (applicant) be, and it hereby is, approved, subject to the following conditions:

HARWOOD POWER, LLC

SPECIAL EXCEPTION CONDITIONS

Special Exception Application Z-2024-00218

Approved February 18, 2025

A Special Exception (“SE”) has been granted to Harwood Power, LLC (the “Applicant”) to construct, operate and decommission a Battery Energy Storage Facility (“BESF”) and associated Switchyard (which collects power from BESF and increases voltage between the BESF and the Substation) and 230 kV transmission Substation (collectively the “Facility”) pursuant to the King George Zoning and Subdivision Ordinance effective January 1, 2024 (the “Ordinance”). The following SE conditions (the “Conditions”) shall apply to the Facility. To the extent the Conditions are inconsistent with or more specific than the Ordinance, the Conditions shall control. All terms and phrases used but not defined in the Conditions shall have the meanings ascribed to them in the Ordinance. The SE, including approved plans and the Conditions, shall run with the land and shall not be affected by a change in ownership of the Applicant or the Facility or any portion thereof, nor by any change in the Ordinance.

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 - e. Battery Chemistry
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List of Exhibits:

Exhibit 1 – Conceptual Site Plan

Exhibit 2 – Harwood Power Boundary Line Adjustment Sketch and Legal Description

1. Scope of Special Exception. The Project authorized by this SE is a Battery Energy Storage Facility (the “BESF”) and associated switchyard and substation. The switchyard (the “Switchyard”) collects power from and distributes power to the BESF and changes voltage between the BESF and the 230kV substation. The 230kV substation (the “Substation”) interconnects the BESF and Switchyard to the transmission grid. The BESF, Switchyard and Substation (collectively the “Facility”) are proposed on parcel consisting of 12.387 acres, to be created from Parcel ID No. 17-72 pursuant to Condition 2 below (the “Parcel”) and shown on the Conceptual Site Plan submitted with the Application for the SE (the “Application”) attached hereto as Exhibit 1 (the “Conceptual Site Plan”).
2. Boundary Line Adjustment and Access Easement: Prior to submission of Final Site Plan for approval, Applicant shall submit to the County for approval a boundary line adjustment applicable to current Parcel ID No. 17-72 establishing a new parcel consisting of 12.387 acres as depicted and described in the Harwood Power Boundary Line Adjustment Sketch and Legal Description, attached hereto as Exhibit 2, to be accessed by an easement from Highway 301. The boundary line adjustment shall be approved by the County and a plat and easement applicable to the Parcel shall be recorded in the County land records prior to Final Site Plan approval.
3. Design.
 - a. Lighting. Permanent lighting shall: (i) be installed only for safety and security; (ii) be limited to those areas requiring illumination; (iii) operate only when in use or with motion sensors; and (iv) be directed downwards or inwards towards the Project.
 - b. Ground Vegetation. Within the fence of the Facility, the ground surface other areas not otherwise covered by roads or surface components shall be planted with a vegetative cover.
 - c. Landscaping and Buffering. The landscaping and buffering applicable to the Facility and the Property shall generally conform to that depicted in the Conceptual Site Plan attached hereto, as approved by the Zoning Administrator at Final Site Plan approval.
 - d. Standards for Design and Operation. The Facility will be designed and operated in compliance with the most recent NFPA 855 (Battery Energy Storage Systems) regulations in effect at the time of Final Site Plan approval. In the event of any conflict between NFPA 855 and the Virginia Uniform Statewide Building Code, NFPA 855 shall control. The BESF will be equipped with a Battery Management system providing for automatic fire and explosion detection and prevention.

- e. Battery Chemistry. The BESF shall not employ the use of batteries containing Lithium Nickel Manganese Cobalt (Li-NMC).
- 4. Water Access: In order to implement Section 7-6-1(E) of the Ordinance, for fire suppression purposes, the Facility shall be served by public water or an onsite 30,000 water tank or tanks and associated fire hydrants. Any water tank(s) required herein are separate and distinct from the existing water tower on the parcel, except that the water tank may be filled by the county's existing 12-inch water main line adjacent to the existing water tower, subject to agreement of the necessary parties. The selected source of water for the Facility, including any regular maintenance of the associated infrastructure, shall be finalized prior to submission of a Final Site Plan application for the Facility.
- 5. Submissions to Accompany Site Plan. Approval of a site plan complying with Article III, Division VI of the Ordinance (the "Site Plan") is required prior to issuance of any building permits. The layout of the Facility in the Site Plan will substantially conform to the Conceptual Site Plan and the other plans and studies submitted with the Application. The Applicant shall construct the Facility in accordance with the approved Site Plan. The Applicant shall provide the following to the County during the Site Plan review process.
 - a. Construction Traffic Management Plan. A construction traffic management plan prepared in accordance with applicable Virginia Department of Transportation ("VDOT") standards shall be submitted and shall address the following:
 - i. Vehicle traffic to minimize conflict with local traffic patterns, including designated routes for deliveries of equipment and materials on secondary roads providing ingress and egress to and from the Facility;
 - ii. Limitation on deliveries to and from the Facility from 7:00 a.m. to 6:00 p.m., Monday through Friday, and 7:00 a.m. to 5:00 p.m. on Saturday, and no deliveries on Sunday;
 - iii. Lane closures, flagging procedures, and directional and informational signage;
 - iv. Delivery and parking areas;
 - v. Dust control; and
 - vi. Road repairs, including pre- and post-construction road evaluations, a VDOT Land Use Permit, and posting of surety for the estimated cost of any repairs to public roads within 500 feet of each entrance to the Facility from public roads, based on an estimate reviewed and approved by the County and VDOT.
 - b. Information about Erosion and Sediment Control and Stormwater Management. The final design for erosion and sediment control shall be prepared in accordance with the Virginia Erosion and Sediment Control Handbook and reflected in the Site Plan. Stormwater management designs shall be approved by DEQ, with the

approved designs reflected in the Site Plan. For informational purposes, the Applicant shall submit DEQ's approval of the Facility's stormwater management plans with the Site Plan. The final plans for erosion and sediment control for the Facility shall comply with the Chesapeake Bay Preservation Act. Subject to the design requirements of the Erosion and Sediment Control and Stormwater plans as approved by DEQ, the Facility's stormwater management design shall include functionality allowing King George County Fire, Rescue and Emergency Services ("KGFRES"), at its discretion, to pause the drainage from the stormwater features while responding to a fire event. Procedures relating to this issue will be addressed in the Emergency Response Plan required by Section 5(d) below.

- c. Decommissioning and Reclamation Plan. A final decommissioning and reclamation plan (the "Decommissioning Plan") applicable to the BESF and Switchyard that updates the draft version submitted with the Application shall be submitted, including:
 - i. Provisions that satisfy each requirement of Section 7-6-1(L) of the Ordinance;
 - ii. Procedures for removal of the BESF and Switchyard at the end of their useful life, including provisions for the maintenance and preservation of topsoil;
 - iii. An estimate of the useful life of the Facility, an estimated cost of decommissioning the BESF and Switchyard in current dollars (the "Decommissioning Cost"), the methodologies for calculating those estimates, to be prepared by a licensed professional engineer certified by the Commonwealth of Virginia. In accordance with the Ordinance, the Decommissioning Plan and associated Decommissioning Cost shall be updated every five (5) years;
 - iv. Terms specifying that if the BESF stops operation for more than twelve (12) consecutive months, except as a result of a force majeure event as provided in the Siting Agreement, the BESF and Switchyard shall be decommissioned in accordance with the Decommissioning Plan within the following twelve (12) months unless the Facility is returned to operation within that time, subject to applicable extensions granted by the Board of Supervisors. If the BESF and Switchyard are not decommissioned as required, the County may enter the Facility without the Applicant's consent to decommission those components. As applicants for the SE, by allowing the Facility to be constructed on their property, the Applicants are deemed to agree to and acknowledge that the County may enter their property to decommission the Facility.
 - v. Surety securing the Decommissioning Cost shall be provided in the form of certified funds, cash escrow, bond, letter of credit, parent guaranty, or other means as provided by Va. Code 15.2-2241.2 in a form acceptable to the

County Attorney. If the Facility is acquired by a public service corporation as defined in Va. Code § 56-1, a parent guaranty will be sufficient and no other form of security is required for decommissioning, provided that such parent guaranty is in a form acceptable to the County Attorney. If a bond or letter of credit is used to secure the Decommissioning Cost, it shall provide for automatic notification of the County at least thirty (30) days in advance of the expiration of the bond or letter of credit.

- vi. Terms acknowledged by both Applicant and the County that only the BESF and Switchyard are subject to the decommissioning obligations contained herein and the Substation is to remain as a part of the overall transmission infrastructure in the region.
- d. Emergency Response Plan. In order to implement Section 7-6-1(M) of the Ordinance, an emergency response plan and hazard mitigation analysis developed in coordination with the KGFRES shall be submitted. This plan shall be updated as necessary during the operation of the Facility at the request of the Zoning Administrator, but no less than every five (5) years and shall address the necessary emergency signage at the Facility and the location and design of a lighted wind sock at the entrance to the Facility.
- e. Liability Insurance. Proof of adequate liability insurance shall be submitted prior to the issuance of building permits and updated annually during operations. Applicant shall maintain a commercial general liability policy of One Million Dollars (\$1,000,000.00) and an umbrella policy of Twenty Million Dollars (\$20,000,000.00). If the Facility is acquired by a public service corporation as defined in Va. Code § 56-1, it may self-insure and no proof of liability insurance is required.

6. Construction

- a. Public Liaison. The Applicant shall designate a person to act as a point of contact between citizens and construction crews. The contract information for the point of contact shall be posted at each construction access and provided to the Zoning Administrator.
- b. Construction Hours. All land clearing, grading activities shall be limited to the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday and 7:00 a.m. to 5:00 p.m. on Saturday. If construction is substantially delayed by circumstances beyond the control of the Applicant, the Zoning Administrator may allow the Applicant to conduct these activities on Sundays.
- c. Installation of Erosion and Sediment Control Measures. Erosion and Sediment Control (“ESC”) measures shall be installed as a first step in any land-disturbing activity area and shall be made functional before upslope land disturbance takes place.

d. Foreign Adversaries. Applicant shall be bound to the following practices such that no harm is caused by foreign adversaries:

- i. Applicant shall not engage as subcontractor or supplier any person or entity engaged in a long-term pattern or serious instances of conduct significantly adverse to the national security of the United States or its allies.
- ii. Applicant shall not incorporate any materials into the Equipment with two-way communications systems which are manufactured in any country which has engaged in a long-term pattern or serious instances of conduct significantly adverse to the national security of the United States or its allies.
- iii. Applicant shall comply with laws, orders, and regulations related to The Committee on Foreign Investment in the United States ("CFIUS"), which operates pursuant to section 721 of the Defense Production Act of 1950, as amended (section 721), and as implemented by Executive Order 11858, as amended, and the regulations at chapter VIII of title 31 of the Code of Federal Regulations. CFIUS is an interagency committee authorized to review certain transactions involving foreign investment in the United States and certain real estate transactions by foreign persons, in order to determine the effect of such transactions on the national security of the United States.

7. Operation

- a. County Access. The Applicant shall allow the County access to the Facility at any time for inspection purposes, with twenty-four (24) hours advance notice to the Applicant and adherence to site safety procedures. As necessary, KGFRES may conduct familiarization tours of the Facility to ensure all necessary County staff are informed on the appropriate emergency response procedures and general layout and operation of the Facility. These tours will be scheduled to coincide with training sessions as provided by Section 7(b) below and shall not exceed twice per year in frequency, except as Applicant may agree. In order to implement Section 7-6-1(H) of the Ordinance, emergency access by first responders where damage to person or property has occurred or is imminent shall be immediately available by Knox Box or other remote access technology, as approved by the County.
- b. Emergency Services Training. In order to implement Section 7-6-1(M) of the Ordinance, prior to the start of operations, the Applicant shall provide materials, education and on-site training regarding safe responses to potential on-site emergencies to emergency services personnel in coordination with KGFRES. The content and scope of this training shall be determined through coordination between Applicant and KGFRES prior to conducting the training events and correspond to the Emergency Response Plan and Hazard Mitigation Analysis as provided herein. The Applicant shall provide refresher training upon request of KGFRES, up to once per calendar year. Additional training shall be provided on an as-needed basis for newly hired KGFRES employees at the request of KGFRES, up to once per calendar year. Applicant shall be responsible for paying KGFRES employees their

respective hourly pay rate for the time spent attending training sessions and any other reasonable cost incurred by the County in the course of conducting the trainings.

- c. Reimbursement for County Emergency Response Costs: In the event of an emergency event at the Facility, Applicant agrees to reimburse the County for overtime wages incurred by KGFRES as a result of responding to the emergency event at the Facility.
- d. Testing and Remediation. In the event of a fire at the Facility that results in retained firefighting water, Applicant shall test the retained surface water for any hazardous chemicals and provide for its disposal as required by state and federal law.
- e. Noise: The allowable noise levels of the Facility shall not exceed 65 DBA from 7am until 7pm and 60 DBA from 7pm until 7am as measured at the proposed exterior property line of new Parcel ID No. 17-27. A sound barrier, as depicted in Figure 4 of the Noise Assessment, may be installed if deemed necessary for compliance with this condition.
- f. Third Party Inspections. Applicant shall reimburse the County up to Ten Thousand Dollars (\$10,000) per year, escalating three percent (3%) per annum, for the cost of hiring third party consultants or inspectors to conduct inspections of the Facility to confirm compliance with NFPA 855 and all other codes, conditions and ordinances applicable to the Facility in the event the County determines such third-party services are necessary. This obligation shall commence upon receipt of building and electrical permits for the Facility and continue for its operational lifetime. Funding shall be provided to the County within thirty (30) days of receipt of an invoice by Applicant from the County detailing the actual and reasonable third-party costs incurred.

8. Decommissioning.

- a. Implementation of Decommissioning Plan. When the requirement to decommission the Facility is triggered, the Applicant shall implement the most recent version of the Decommissioning Plan. If the County determines it is necessary, the Decommissioning Plan shall be updated prior to implementation.

9. Administrative

- a. Building Permit Deadline. The deadline for obtaining building permits for the Facility is five (5) years after the date of approval of the SE unless extended by written agreement between the County and the Applicant.
- b. Stop Work Orders. During construction of the Facility, any situation that either has caused or may cause immediate harm to life or significant damage to property may result in an order that the Applicant pause construction ("Stop Work Order"). Stop Work Orders may be issued 72 hours after delivery of a written notice of violation ("Pending Stop Work Order Notice") by the Zoning Administrator to the Applicant

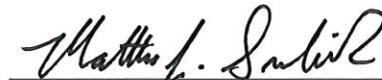
by email or written notice. Upon issuance of a Stop Work Order or Pending Stop Work Order Notice, the Applicant shall meet and/or communicate with the County and determine a process for resolving the situation. Commencement of the remedial process or agreement on a plan for such remediation to the County's satisfaction shall deem the Pending Stop Work Order Notice or the Stop Work Order, as applicable, to have been withdrawn.

- c. **Violations, Notice and Remediation.** Any material violation of these Conditions or the Ordinance that continues for more than 60 days after the date a written notice of violation ("NOV") is delivered by certified mail, return receipt requested, to the Applicant's designated point of contact as provided in writing to the Zoning Administrator may result in the initiation of proceedings by the County to revoke the SE. No such proceeding may be initiated, however, as long as the Applicant has submitted in writing to the Zoning Administrator a plan to remediate the issues raised by the NOV. The NOV may result in revocation of this SE only if the Applicant has failed to submit in writing a plan to address the violations cited in the NOV within the 60 days following Applicant's receipt of the NOV.
- d. **Binding Effect.** These Conditions are binding on the Applicant and any successors and assigns of the Facility.
- e. **Effect of Conditions.** To the extent these Conditions are inconsistent with or more specific than the Ordinance, the Conditions shall control.

Exhibits follow on subsequent pages

BE IT FURTHER ORDAINED, that the County Administrator be, and he is hereby, directed to have a fully executed copy of this Ordinance recorded upon the Land Records of the County in the office of the Clerk of the Circuit Court.

Attest:



Matthew J. Smolnik
County Administrator



William S. Davis
Chairman

Approved as to form:



Richard H. Stuart, P.C.
Interim County Attorney

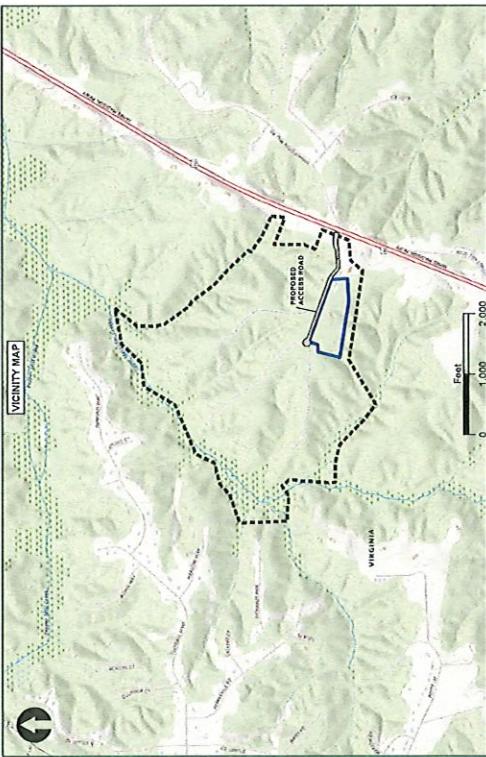
Attachments

- Exhibit 1
- Exhibit 2

HARWOOD POWER
SPECIAL EXCEPTION PERMIT CONCEPT PLAN
PARCEL 17-72
OWNER: CLEYDAEL LIMITED PARTNERSHIP
8267 LIGHTHOUSE LANE, KING GEORGE COUNTY, VIRGINIA

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5.0	EXISTING TOPOGRAPHY MAP
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7.0	ACCESS ROAD DESIGN
7.1	ACCESS ROAD INTERSECTION SIGHT DISTANCE
7.2	ACCESS ROAD STOPPING SIGHT DISTANCE
8.0	LANDSCAPING PLAN



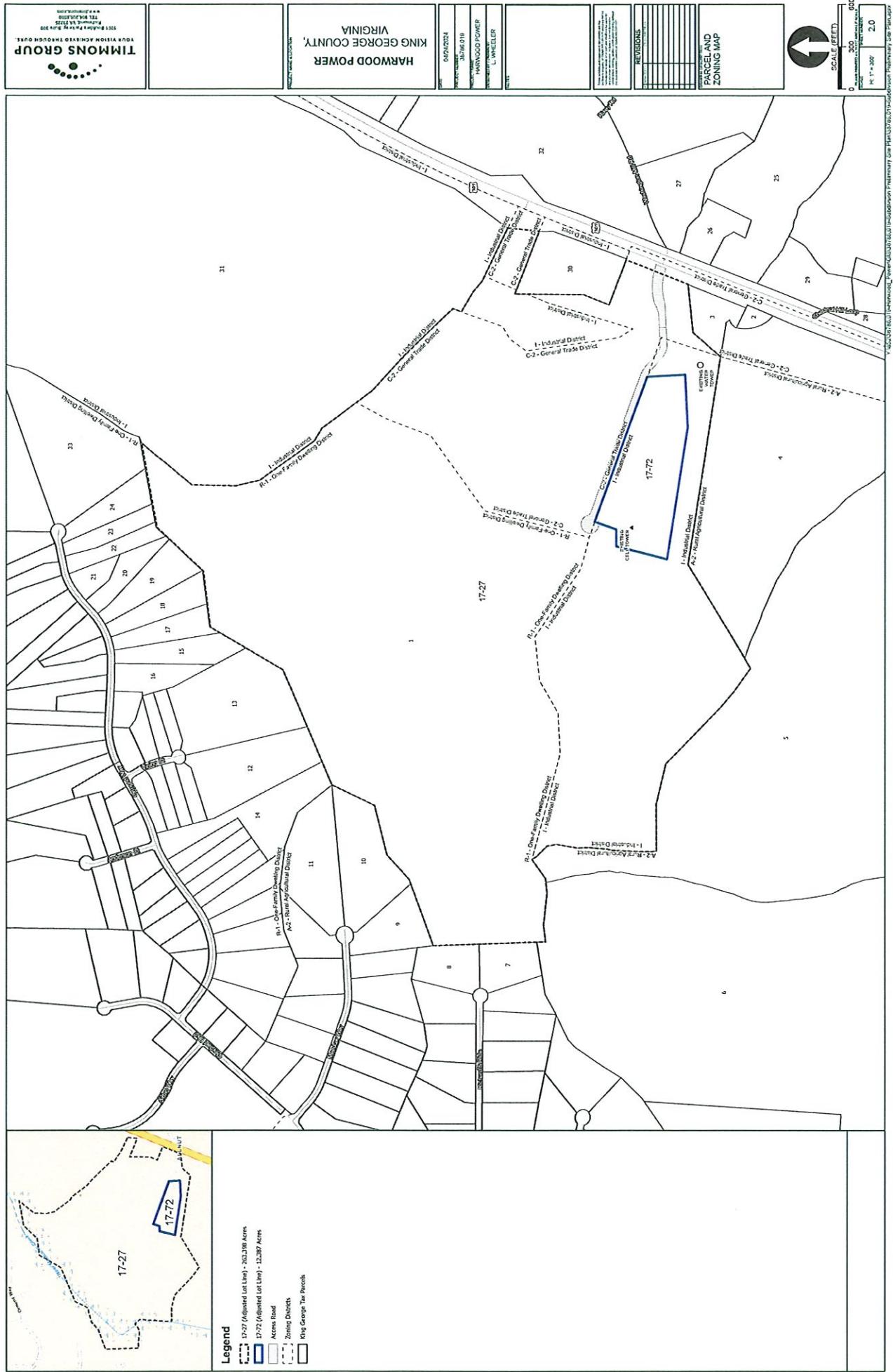
OPEN ROAD RENEWABLES **TIMMONS GROUP**

DEVELOPER
1105 NAVASOTA STREET
AUSTIN, TX 78702
TEL 812.297.6611
WWW.OPENROADRENEWABLES.COM

ENGINEER
1001 BOULDERS PARKWAY, SUITE 300
RICHMOND, VA 23225
TEL 804.200.6500
WWW.TIMMONS.COM

PRELIMINARY CONCEPT PLANS PREPARED BY TIMMONS GROUP

REVISED JULY 02, 2024





MAP IDENTIFIER	PARCEL PIN	HOST PARCEL				ZIPCODE	ZONING
		OWNER NAME	ADDRESS	CITY	STATE		
N/A	17-72	CLEYDAEL LIMITED PARTNERSHIP	8267 LIGHTHOUSE LN	KING GEORGE	VA	22485	R2/C-2J

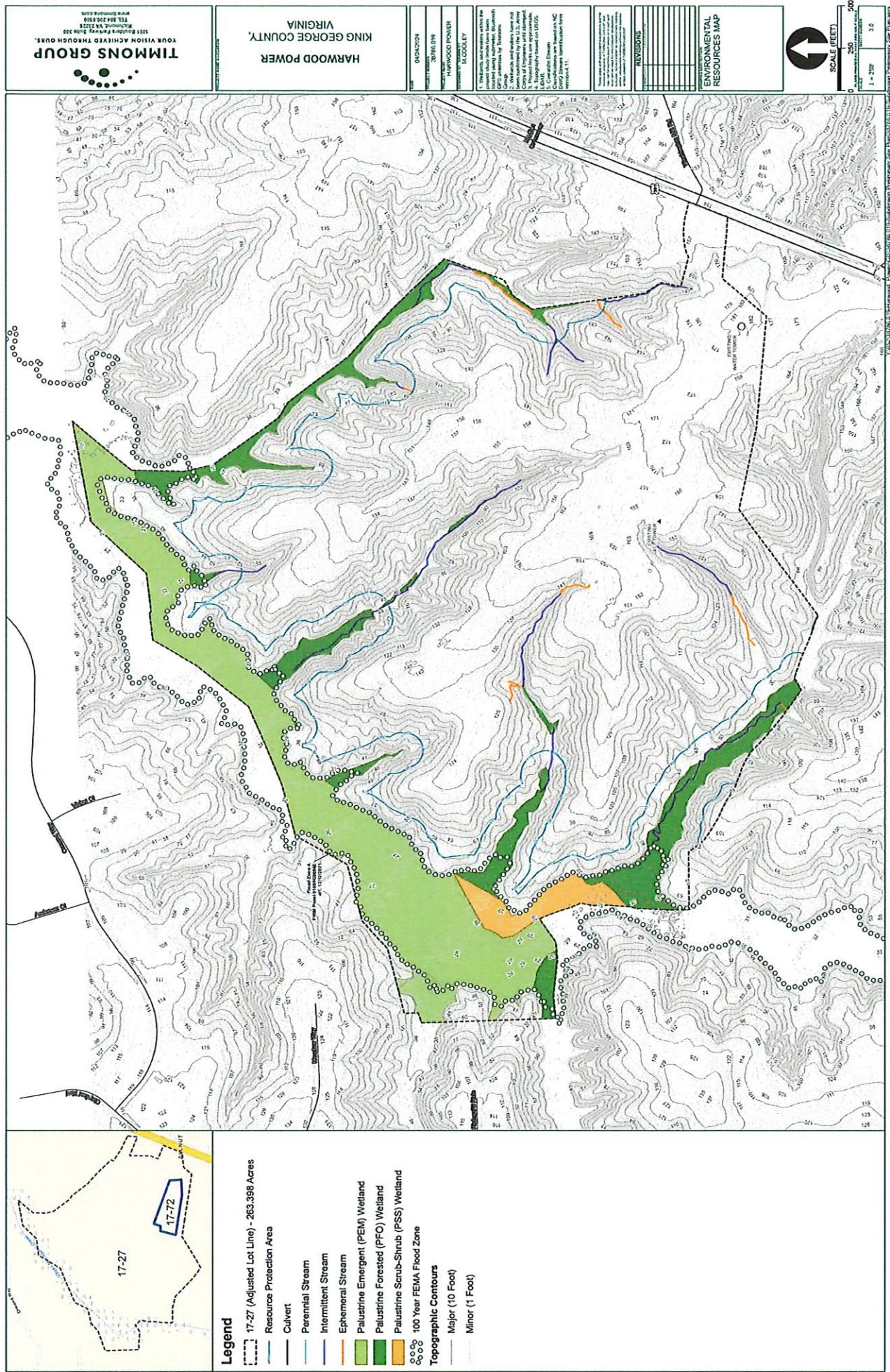
HOST PARCEI

MAP IDENTIFIER	PARCEL PIN	OWNER NAME	ADDRESS	CITY	STATE	ZIP-CODE	ZONING
NIA-17-72	CLEYDALE LIMITED PARTNERSHIP		8267 LIGHTHOUSE LN	KING GEORGE	VA	22485	R-2/C-2/1

ADJACENT PAGES

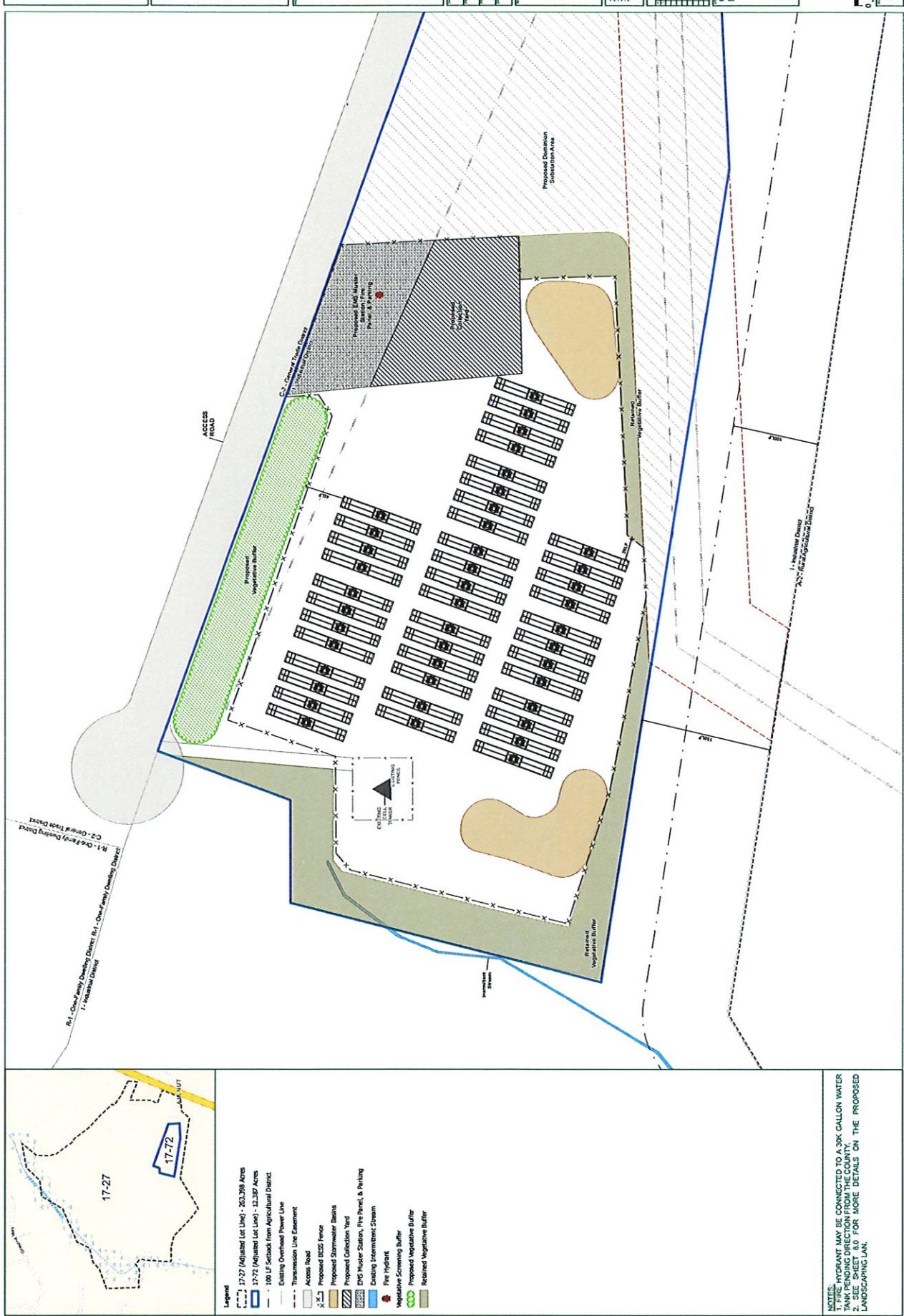
MAP IDENTIFIER	PARCEL PIN	ADJACENT PARCELS		ADDRESS	CITY	STATE	ZIPCODE	ZONING
		OWNER NAME	PROPERTY TYPE					
1	17 27	CLEYDAEL LIMITED PARTNERSHIP		8267 LIGHTHOUSE LN	KING GEORGE	VA	22485	C2A2
2	17 58C	ELLER RONDAL J		7426 JAMES MADISON PKWY	KING GEORGE	VA	22485	C-2
3	17 28	ELLER RONDAL J ET AL'S		7426 JAMES MADISON PKWY	KING GEORGE	VA	22485	C2I
4	17 30	MORRIS ELMER JR & MARCELLE W		PO BOX 1	KING GEORGE	VA	22485	C2A2
5	17 31	SPIVEY ELLEN LAVON MORRIS NATALEE DANIELLE		10454 HUDSON RD	KING GEORGE	VA	22485	C2A2
6	16 54	MC DANIEL RESIDENTIAL PROPERTIES LLC		1235G POTTS LN	KING GEORGE	VA	22485	A-2
7	16D 3	WARDLAW FROZONE		1248D RICHARDS RIDE	KING GEORGE	VA	22485	A-2
8	16D 3	WILMOT EWANG		1248A RICHARDS RIDE	KING GEORGE	VA	22485	A-2
9	16E 2 - 14	HANNA BRADLEY LYNN OR DEBORAH LYNN		13018 MEADOW WAY	KING GEORGE	VA	22485	A-2
10	16E 2 - 15	MILLER TRAVIS LEE OR KENDRA LYNN		13024 MEADOW WAY	KING GEORGE	VA	22485	A-2
11	16E 2 - 16	HARRIS MARVIN OR DONAK		13029 MEADOW WAY	KING GEORGE	VA	22485	A-2
12	17B 1 - 116	ELIA BARRY J OR SANDRA M		6892 VINEING CT	KING GEORGE	VA	22485	R-1
13	17B 1 - 115	MC LAUGHLIN JENA H		6995 VINEING CT	KING GEORGE	VA	22485	R-1
14	17B 1 - 121	OMAVENS SALLANDREW OR JERDINE TWANNA		13074 ORMOND WAY	KING GEORGE	VA	22485	R-1
15	17C 1 - 108	LINERO FRANCISCO JR		1323B ORMOND WAY	KING GEORGE	VA	22485	R-1
16	17C 1 - 109	BRENN CRYSTAL P		13224 ORMOND WAY	KING GEORGE	VA	22485	R-1
17	17C 1 - 107	BAILEY JODY OR CUTCHER OR BOBAE HONG		13252 ORMOND WAY	KING GEORGE	VA	22485	R-1
18	17C 1 - 106	EGGLESTON LYNN OR JACQUELINE H		1325B ORMOND WAY	KING GEORGE	VA	22485	R-1
19	17C 1 - 105	HANGER DAVID B OR AVA S		13270 ORMOND WAY	KING GEORGE	VA	22485	R-1
20	17C 1 - 104	MATTESON JONATHAN D OR SMITH JORDAN		13282 ORMOND WAY	KING GEORGE	VA	22485	R-1
21	17C 1 - 103	MORGAN PAUL III		13290 ORMOND WAY	KING GEORGE	VA	22485	R-1
22	17C 1 - 102	HOWARD STEPHEN MICHAEL OR HOWARD ASHTON CARALYN		13322 ORMOND WAY	KING GEORGE	VA	22485	R-1
23	17C 1 - 101	COOPER JEREMY R OR BRANDALEE A		13342 ORMOND WAY	KING GEORGE	VA	22485	R-1
24	17C 1 - 100	WOODARD SHALYN M OR STACEY M		13346 ORMOND WAY	KING GEORGE	VA	22485	R-1
25	17 59	WEEDON MARY ANN		7399 JAMES MADISON PKWY	KING GEORGE	VA	22485	A-2
26	17 59A	WEEDON MARY ANN		5530 SUMMER CREEK WAY	GLEN ALLEN	VA	23059	A-2
27	17 60	SEAGER FRANCES M OR KENNETH WESLEY CO CHARLOTTE ELLER		1403B WASHINGTON MILL ROAD	KING GEORGE	VA	22485	A-2
28	17 57A	MC DANIEL COMMERCIAL PROPERTIES		8755 DHH GREEN RD	KING GEORGE	VA	22485	C-1
29	17 58A	COONNOR ROBERT JR OR DUFFY LAURA E		7489 JAMES MADISON PKWY	KING GEORGE	VA	22485	1
30	17 27A	VEAZEY JOY G TRUSTEE		8267 LIGHTHOUSE LN	KING GEORGE	VA	22485	1
31	17 24	ET DEVELOPERS LLC		2305T CHAMBOURIN PL	ASHBURN	VA	20148	A-2
32	17 25	ATKINSON PAUL GREGORY & ELIZABETH JANE TRUSTEES		14215G WASHINGTON MILL RD	KING GEORGE	VA	22485	R-1
33	17C 1 - 99	JAMIESON JOHN R		1355G ORMOND WAY	KING GEORGE	VA	22485	R-1

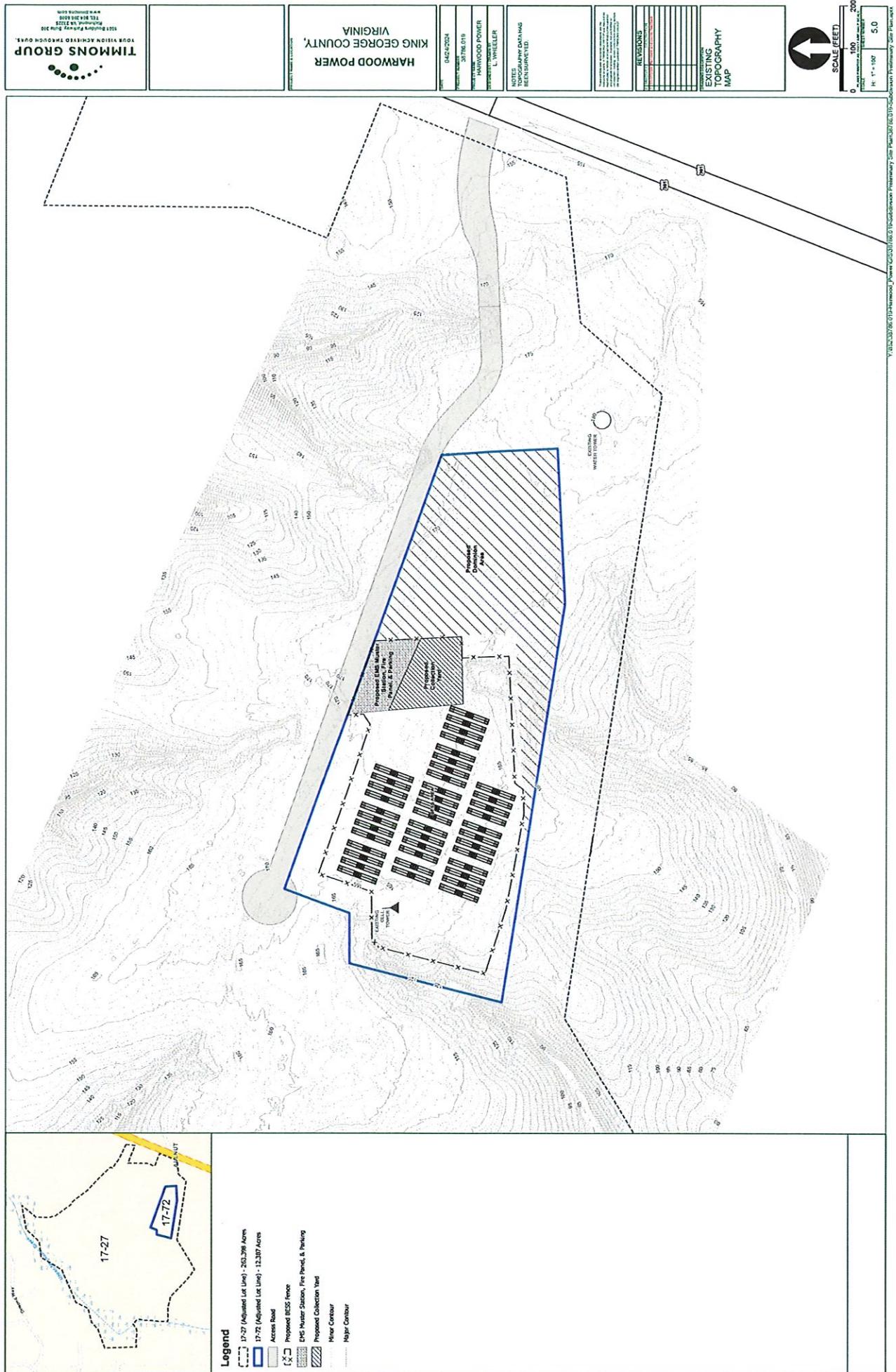


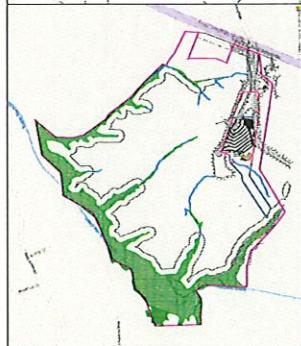
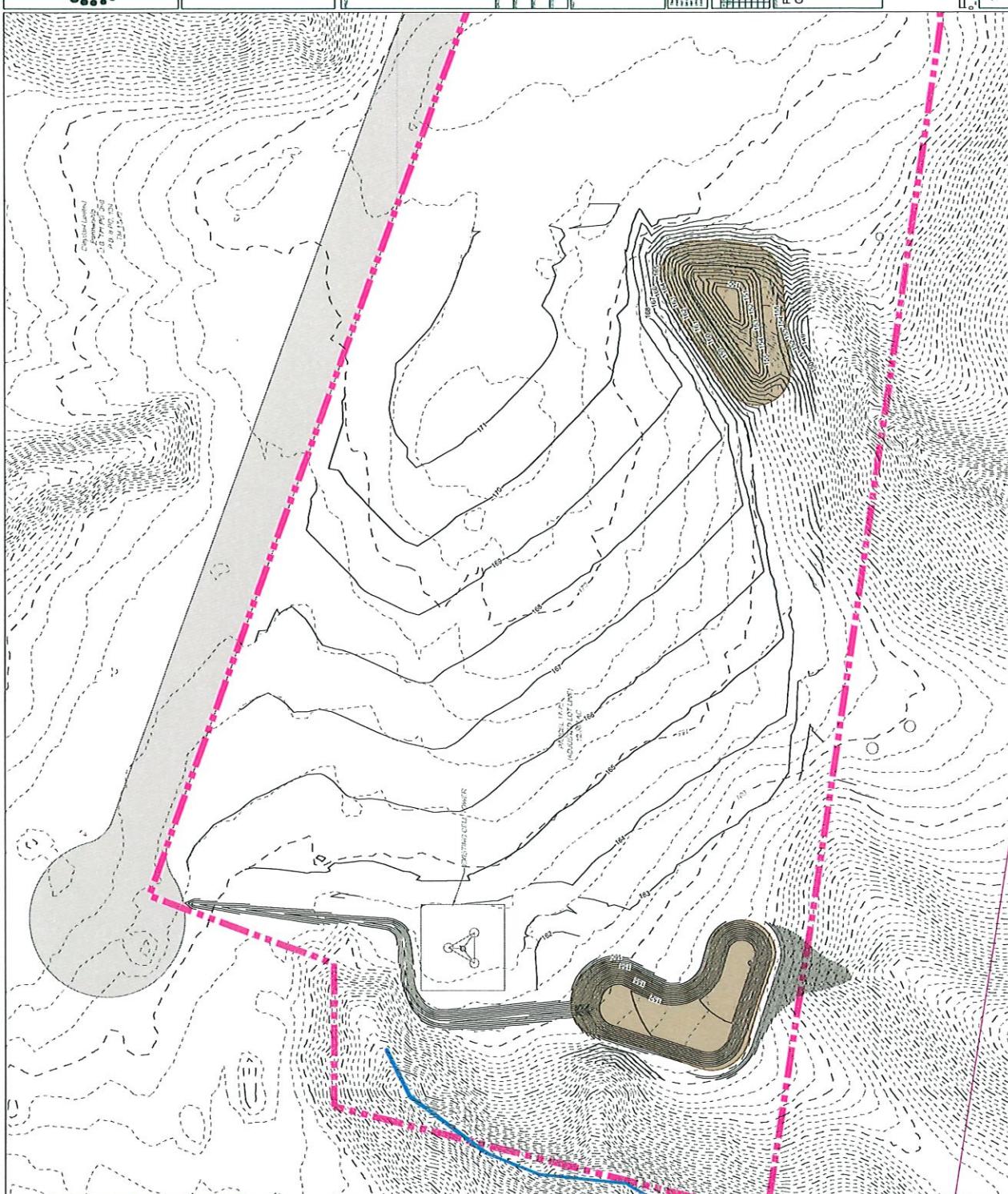




SCALE (FEET)
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Legend

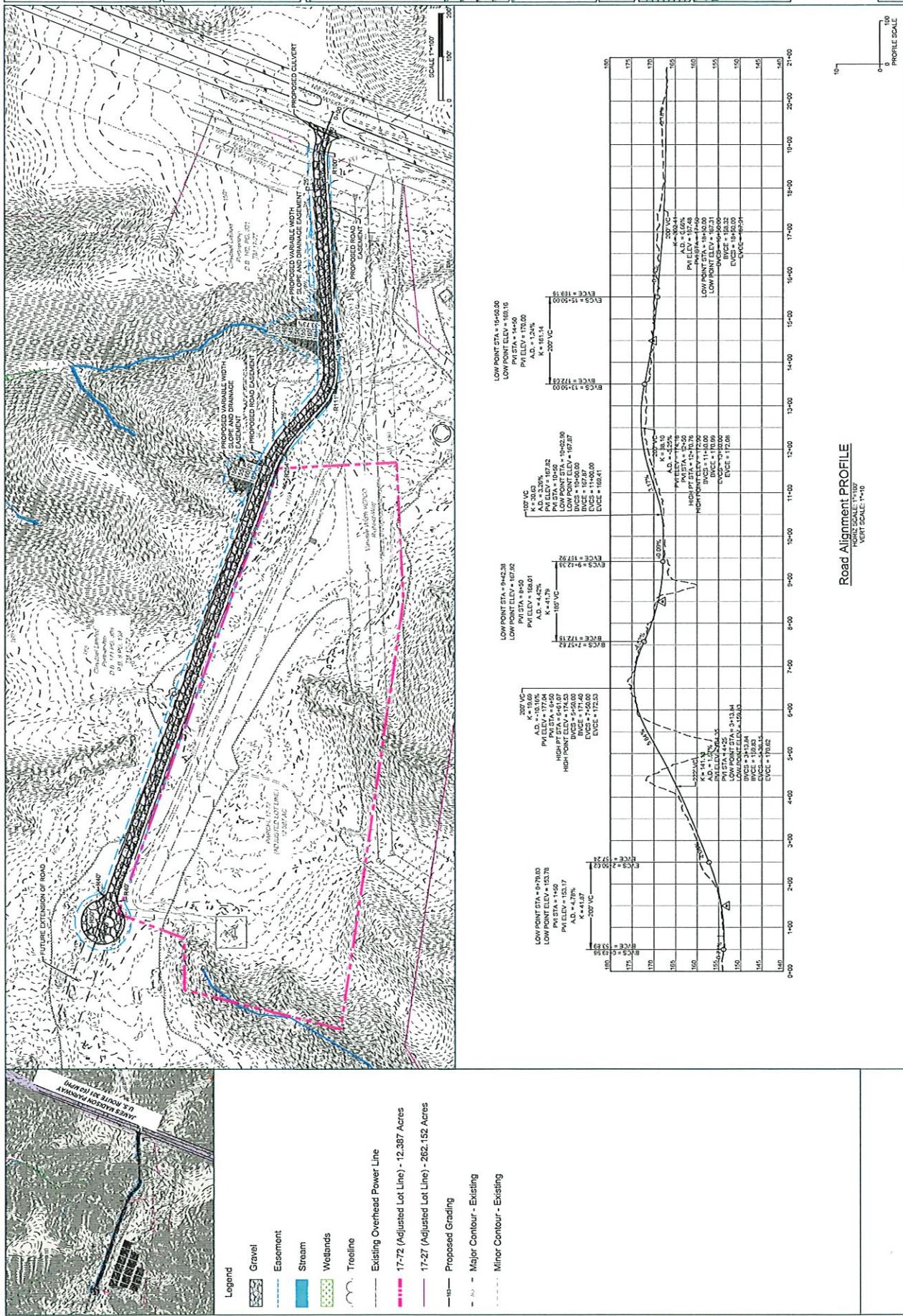
- 17-27 (Adjusted Lot Line) - 262.152 Acres
- 17-72 (Adjusted Lot Line) - 12.387 Acres
- Subdivision Access Road
- Proposed Stormwater Basins
- Proposed Grading
- Major Contour - Existing
- Minor Contour - Existing
- Stream

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REVISIONS	
REVISION NO.	REVISION DATE
1	10/10/2010
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Entrance details, including widths shown on this sheet, may be modified as directed or approved by the Engineer when based on sound engineering principles.

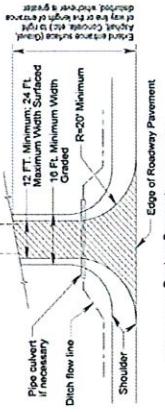
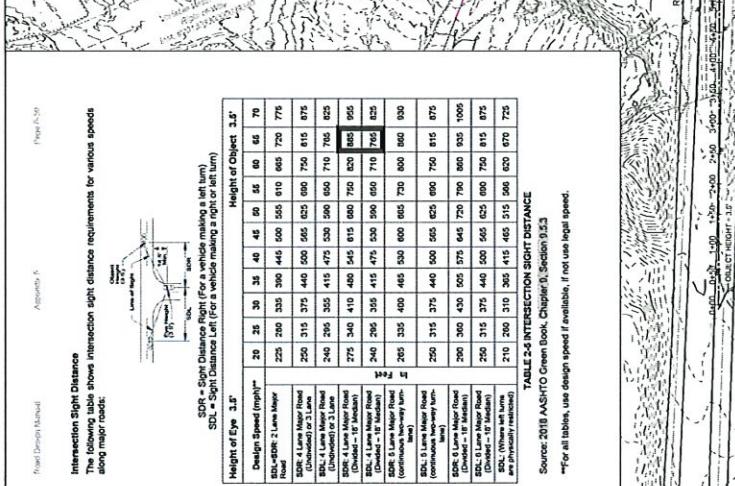
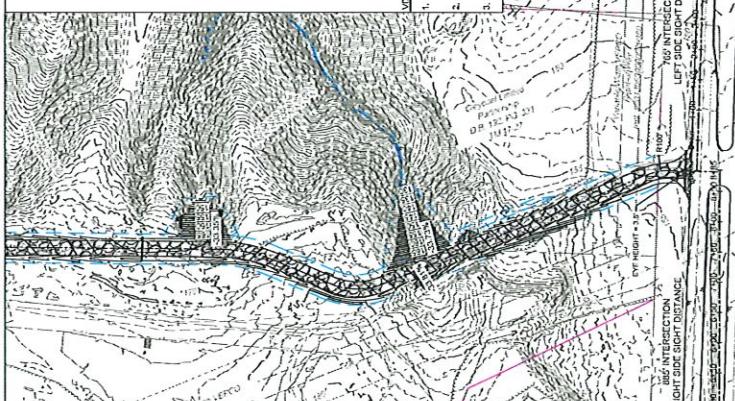


FIGURE 4-1 PRIVATE ENTRANCE AND LOW VOLUME COMMERCIAL ENTRANCE DETAIL

* Rev. 7/14

NOTES:

1. VOD ROADWAYS SHALL BE PROTECTED BY THE APPLICANT, FROM ANY INCREASED STORMWATER AND/OR EROSION HAZARD, TO THE ROADWAY, DURING THE CONSTRUCTION PHASE, UNTIL RESTORED AS ROADWAY PAVEMENT DAMAGED BY THIS ROAD PROJECT IN THE VENUE OF THE DUTRANCE SHALL BE RESTORED AS DIRECTED BY VOD THROU TO COMPLETION OF THE VOD LAND USE PERMIT.
2. CREATING DRAINAGE WITH DUGOUT CULVERT TO BE UTILIZED FOR THIS PROJECT, CONNECTION TO THE PAVED CONDITION USE PERMIT.



Source: 2010 AASHTO Green Book, Chapter 9, Section 9.5.3

*For all tables, use design speed if available, or if not use legal speed.



Legend

Stream

Wells

Trolley Line

Existing Overhead Power Line

17-72 (Adjusted Lot Line) - 112.387 Acres

17-27 (Adjusted Lot Line) - 262.152 Acres

Proposed Grading

Major Contour - Existing

Minor Contour - Existing

Existing Ground

Site Entrance

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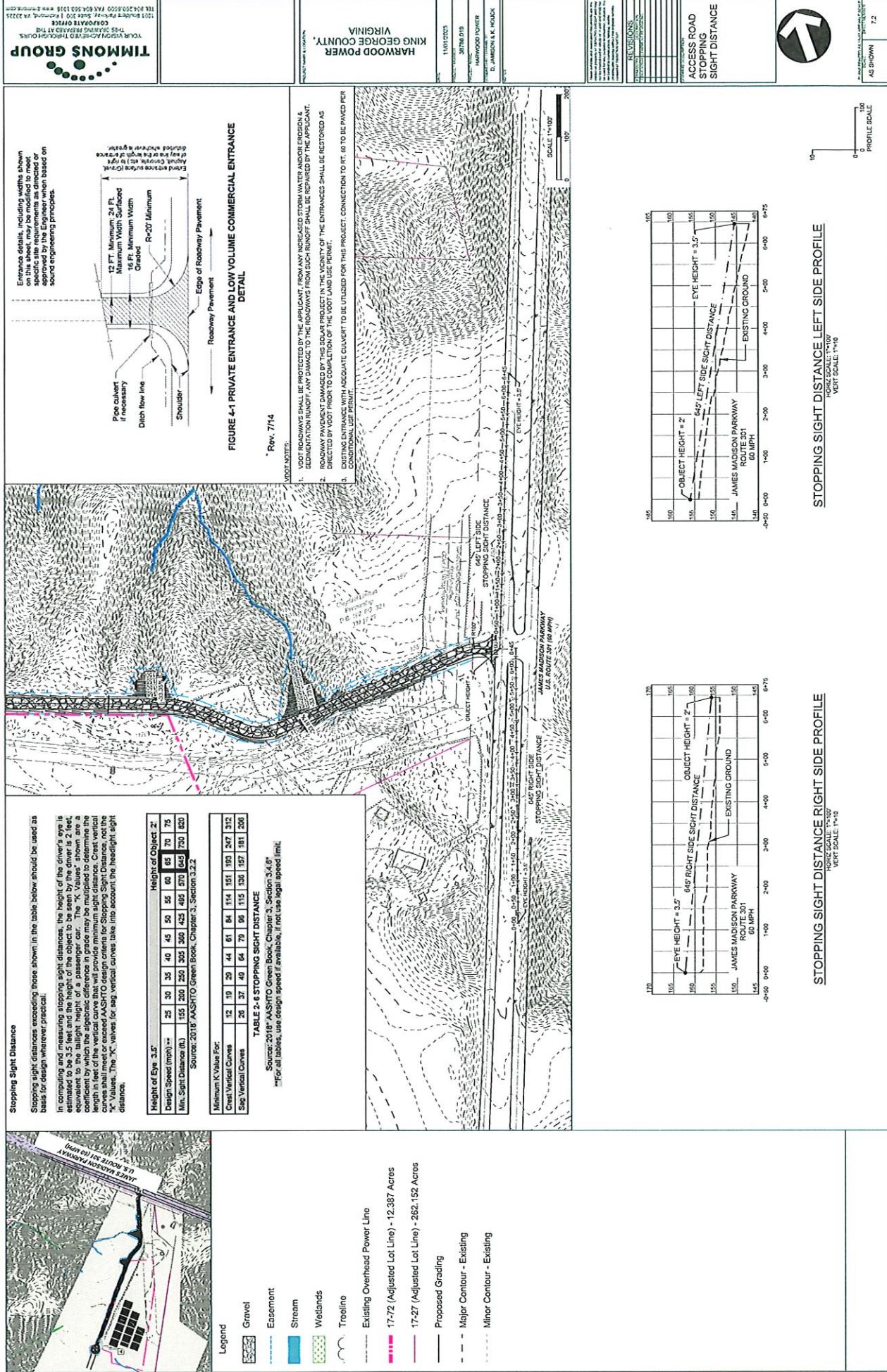
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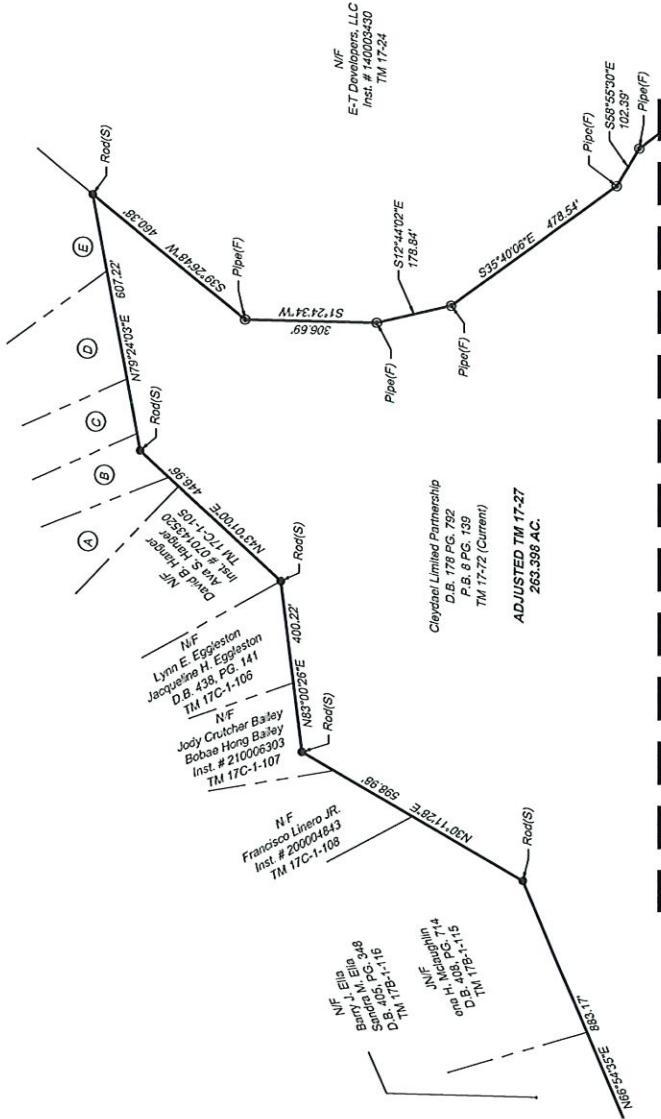
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LINE TABLE			
	LINE	BEARING	LENGTH
A	Jonathan D. Mattoon Jordan D. Smith Inst. # 172044020 TM 17C-1-104	S21°22'27"W	71.54'
B	Stephen Michael Howard Inst. # 150505030 TM 17C-1-102	N74°55'56"E	34.64"
C	Jeremy R. Cooper Brandinge A. Cooper Inst. # 10040522 TM 17C-1-100	N07°01'35"E	147.65'
D	Shaun M. Woodard Inst. # 120065860 TM 17C-1-100	N10°28'07"W	69.69"
E	John R. Jamieson Inst. # 210001467 TM 17C-1-99	N45°11'17"W	104.60"
	L1	N31°42'27"W	36.66"
	L2	S54°57'58"W	165.89"
	L3	S63°55'07"W	99.53"
	L4	N33°42'27"W	223.39"
	L5	S19°04'30"W	64.59"
	L6	S33°55'55"W	42.23"
	L7	S20°55'05"W	63.51"
	L8	N89°55'41"E	118.24"
	L9	N20°11'17"E	163.57"



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PLAT SHOWING
BOUNDARY LINE
ADJUSTMENT BETW

TM 17-27 & TM 17-72

LEGAL DESCRIPTION (ADJUSTED TM 17-72):

Beginning at a point having a Virginia State Plane North Zone coordinate value of N:6,798,398.20, E:11,880,880.43, said point being the POINT OF BEGINNING; thence N14°12'27"E, a distance of 371.51 feet; thence N89°53'41"E, a distance of 118.24 feet; thence N20°11'47"E, a distance of 163.57 feet; thence S70°03'31"E, a distance of 1085.94 feet; thence S03°20'37"E, a distance of 274.26 feet; thence S87°12'31"W, a distance of 365.55 feet; thence N81°01'29"W, a distance of 949.22 feet, returning to the Point of Beginning.

Described Parcel contains 12.387 Acres, more or less.

LEGAL DESCRIPTION (ADJUSTED TM 17-27):

Beginning at a point lying along the West line of James Madison Parkway (US Route 301), said point being 253 feet, more or less, north of the intersection of James Madison Parkway (US Route 301) and Washington Mill Road (Route 616), said point being the POINT OF BEGINNING; thence, with the Western line of James Madison Parkway (US Route 301) the following three (3) courses: (1) S20°58'05"W, a distance of 63.51 feet; (2) thence S21°26'19"W, a distance of 336.39 feet; (3) thence S21°20'27"W, a distance of 71.54 feet; thence, departing the West line of James Madison Parkway (US Route 301), S84°11'32"W, a distance of 343.46 feet; thence S41°09'08"W, a distance of 257.48 feet; thence N81°01'29"W, a distance of 1484.39 feet; thence S58°49'15"W, a distance of 858.28 feet; thence N54°34'03"W, a distance of 192.36 feet; thence N50°11'03"W, a distance of 150.95 feet; thence N46°07'04"W, a distance of 373.93 feet; thence N45°16'49"W, a distance of 186.81 feet; thence N76°30'55"W, a distance of 291.82 feet; thence S89°34'16"W, a distance of 332.91 feet; thence N07°45'58"W, a distance of 34.64 feet; thence N00°05'27"W, a distance of 90.04 feet; thence N02°43'01"E, a distance of 186.18 feet; thence N11°59'12"E, a distance of 45.96 feet; thence N04°10'17"E, a distance of 128.50 feet; thence N01°40'36"W, a distance of 82.66 feet; thence N10°01'38"E, a distance of 147.65 feet; thence N10°28'00"W, a distance of 69.69 feet; thence N45°11'10"W, a distance of 104.60 feet; thence N31°43'27"W, a distance of 36.66 feet; thence S54°57'58"W, a distance of 165.89 feet; thence S83°59'01"W, a distance of 99.53 feet; thence N83°43'27"W, a distance of 223.39 feet; thence S83°44'11"W, a distance of 126.30 feet; thence N01°58'52"W, a distance of 793.91 feet; thence N69°45'02"E, a distance of 499.83 feet; thence N47°30'04"E, a distance of 233.60 feet; thence N75°43'50"E, a distance of 360.96 feet; thence N25°38'53"E, a distance of 334.87 feet; thence N66°54'35"E, a distance of 883.17 feet; thence N30°11'28"E, a distance of 598.98 feet; thence N83°00'26"E, a distance of 400.22 feet; thence N43°01'00"E, a distance of 446.96 feet; thence N79°24'03"E, a distance of 607.22 feet; thence S39°26'48"W, a distance of 460.38 feet; thence S01°24'34"W, a distance of 306.69 feet; thence S12°44'02"E, a distance of 178.84 feet; thence S35°40'06"E, a distance of 478.54 feet; thence S58°55'30"E, a distance of 102.39 feet; thence S36°51'26"E, a distance of 448.82 feet; thence S47°18'00"E, a distance of 377.30 feet; thence S43°22'07"E, a distance of 435.08 feet; thence S19°04'30"W, a distance of 64.59 feet; thence S46°04'14"E, a distance of 95.65 feet; thence S48°20'39"E, a distance of 66.91 feet; thence S47°07'35"E, a distance of 57.34 feet to a point lying in the center of a creek; thence, with the center of the creek, as it meanders in a Southeasterly direction, a distance of 805 feet, more or less, to a point along the West line of James Madison Parkway (US Route 301), said point being S36°18'35"E, 680.96' feet from the previous call; thence, with the Western line of James Madison Parkway (US Route 301) the following two courses: (1) thence S33°53'58"W, a distance of 42.03 feet; (2) thence S05°28'40"W, a distance of 223.36 feet; thence, departing the Western line of James Madison Parkway (US Route 301), N68°31'24"W, a distance of 477.36 feet; thence S00°28'50"W, a distance of 487.87 feet; thence S21°28'36"W, a distance of 194.52 feet; thence S68°31'24"E, a distance of 339.64 feet, returning to the Point of Beginning.

LESS AND EXCEPT 12.387 ACRES being the following described land:

Beginning at a point having a Virginia State Plane North Zone coordinate value of N:6,798,398.20, E:11,880,880.43, said point being the POINT OF BEGINNING; thence N14°12'27"E, a distance of 371.51 feet; thence N89°53'41"E, a distance of 118.24 feet; thence N20°11'47"E, a distance of 163.57 feet; thence S70°03'31"E, a distance of 1085.94 feet; thence S03°20'37"E, a distance of 274.26 feet; thence S87°12'31"W, a distance of 365.55 feet; thence N81°01'29"W, a distance of 949.22 feet, returning to the Point of Beginning.

Described Parcel contains 263.398 Acres, more or less.

EXHIBIT B
SCHEDULE OF PAYMENTS

Exhibit B lists payment amounts based on the following assumptions and calculations:

- 1. Estimated M&T Taxes.** M&T Taxes applicable to the project shall be payable in accordance with King George County and Virginia Code after the Project achieves Commercial Operation. The following chart is an estimation of the M&T Tax applicable to the Facility for the first forty years of operation. M&T Taxes will be owed so long as they are provided for by state and local code and the project remains in Commercial Operation. The Parties acknowledge that these amounts are estimates and may vary from actual amounts due.
- 2. Voluntary Payments:**
 - a.** A one-time payment of Two Hundred and Fifty Thousand Dollars (\$250,000.00) paid to the County prior to final site plan approval for the Project for the purchase of emergency response equipment. This equipment may include, but not limited to, a Mobile Cascade Trailer and SCBA Air Packs, or other equipment deemed necessary to support safe response to emergencies at the Project or within the general community, or for any other purpose under Article II, Section 4 of the Agreement.
 - b.** A one-time payment of Thirty Thousand Dollars (\$30,000.) due within sixty (60) days of Commercial Operation of the Project for the purchase of a Milnor PPE Washer Extractor and RAM Air PPE Drying machine other equipment deemed necessary to support safe response to emergencies at the Project or within the general community, or for any other purpose under Article II, Section 4 of the Agreement.
 - c.** A recurring payment of Twenty Five Thousand Dollars (\$25,000.00) escalating three percent (3%) per annum, with the first payment being due within sixty (60) days of Commercial Operation of the Project and recurring every five (5) years thereafter on the anniversary of the Commercial Operation Date for a period of thirty (30) years. This payment may be used for the purchase of fire turnout gear or other equipment deemed necessary to support safe response to emergencies at the Project or within the general community, or for any other purpose under Article II, Section 4 of the Agreement.
 - d.** In any year where the reimbursement for Third Party Inspections as provided by Condition 7(f) of the SE is less than Ten Thousand Dollars (\$10,000.00) escalating three percent (3%) per annum, Applicant shall pay the difference between the value reimbursed to the County, if any, and the then applicable reimbursement limit provided by Condition 7(f) as a voluntary payment. This payment obligation shall commence on the first anniversary of the Commercial Operation Date and continue on each subsequent anniversary for so long as the Project remains in Commercial Operation. By example and for the avoidance of doubt, if the value reimbursed to the County in year five of operation of the Project is \$1,000.00 and the

reimbursement limit is \$11,592.74, the Applicant shall pay the County \$10,592.74 as a voluntary payment.

e. A recurring payment of Seventy Three Thousand Dollars (\$73,000.00), with the first payment being made within sixty (60) days of Commercial Operation of the Project and continuing for a period of four (4) years, with the four subsequent payments being made on the anniversary of the Commercial Operation Date, for a total of Three Hundred and Sixty Five Thousand Dollars (\$365,000.00).

Estimated M&T Taxes:

Year	Total Tax Revenue
1	\$265,200
2	\$259,651
3	\$253,776
4	\$247,554
5	\$240,944
6	\$318,281
7	\$305,782
8	\$291,931
9	\$264,126
10	\$248,040
11	\$291,584
12	\$267,811
13	\$243,454
14	\$217,070
15	\$189,298
16	\$159,297
17	\$128,384
18	\$95,118
19	\$59,378
20	\$30,600
21	\$162,520
22	\$154,061
23	\$147,424
24	\$143,276
25	\$138,870
26	\$134,205
27	\$129,254
28	\$124,005
29	\$112,554

30	\$106,311
31	\$99,688
32	\$92,670
33	\$85,231
34	\$77,343
35	\$68,993
36	\$60,126
37	\$50,728
38	\$40,773
39	\$30,219
40	\$23,120
TOTAL	\$6,358,649

EXHIBIT C
FORM OF MEMORANDUM

Full exhibit follows

PREPARED BY AND RETURN TO:

Harwood Power, LLC
c/o General Counsel
1105 Navasota St.
Austin, TX 78702

County Tax Map ID No. 17-72

[NOTE TO CLERK: KING GEORGE COUNTY, VIRGINIA, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA, IS A PARTY TO THIS INSTRUMENT, WHICH MAKES THE INSTRUMENT EXEMPT FROM RECORDATION TAX PURSUANT TO VA. CODE SEC. 58.1-811.A.3.]

MEMORANDUM OF
ENERGY STORAGE FACILITY SITING AGREEMENT

This Memorandum of Energy Storage Facility Siting Agreement (this “Memorandum”), dated and effective as of May 23, 2025, is made by and between **King George County, Virginia**, a political subdivision of the Commonwealth of Virginia (the “County”) and **Harwood Power, LLC** a Delaware limited liability company (the “Company”), with regard to the following:

1. **Siting Agreement**. The County and Company are parties to that Energy Storage Facility Siting Agreement, dated May 23, 2025 (the “Siting Agreement”), which describes the intent of Company to develop, install, build, and operate an energy storage facility (“Project”) on the certain parcel of land identified as County Tax Map Parcels 17-72 (the “Property”).

2. **Authorization**. The County’s execution of the Siting Agreement was authorized during that certain regular meeting of the Board of Supervisors of the County on March 18, 2025.

3. **Substantially in Accord**. The Siting Agreement states, *inter alia*, that, pursuant to Virginia Code Ann. § 15.2-2316.9(C), by entering into the Siting Agreement, the County acknowledged that the Project is deemed to be substantially in accord with the County’s Comprehensive Plan under Virginia Code Ann. § 15.2-2232.

4. **Obligations**. The Siting Agreement sets forth, *inter alia*, certain obligations of the Company to comply with the Special Exception Permit approved by the County for the Project, and to make certain payments to the County.

5. **Siting Agreement Controls**. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Siting Agreement, and County and Company executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Siting Agreement and the County’s and Company’s rights thereunder. The terms, conditions and covenants of the Siting Agreement are incorporated in this Memorandum by reference as though fully set forth herein.

6. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

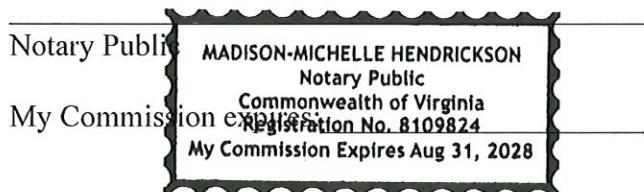
WITNESS the following signature and seal:

KING GEORGE COUNTY, VIRGINIA:


Name: William Davis
Title: Chair, Board of Supervisors

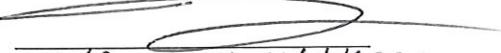
COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF King George, to-wit:

The foregoing Memorandum was acknowledged before me this May 23rd, 2025,
by William Davis, Chair of the Board of Supervisors of King George County, Virginia.



WITNESS the following signature and seal:

HARWOOD POWER, LLC,
a Delaware limited liability company

By: 
Name: CYRUS TASHAKKORI
Title: PRESIDENT

STATE OF TEXAS
CITY/COUNTY OF TRAVIS

}

Before me, a notary public in and for the jurisdiction aforesaid, this 29th day of MAY, 2025 appeared Cyrus Tashakkori, who acknowledged that he executed the foregoing instrument in his capacity as President of Harwood Power, LLC, a Delaware limited liability company, on behalf of said company.

Catherine Cox
Notary Public

My Commission expires: 06-16-2027

