

County Board of County Commissioners Agenda Request

Date of Meeting: May 18, 2021

Date Submitted: April 29, 2021

To: Honorable Chairwoman and Members of the Board

From: Edward J. Dixon, County Administrator
Diane Quigley, AICP, Growth Management Director
Jill Jeglie, AICP, Senior Planner

Subject: Public Hearing (Quasi-Judicial) – FL Solar D1, LLC, Conceptual and Preliminary Site Plan (SP-2021-02)

Statement of Issue:

This agenda item seeks Board consideration of a conceptual/preliminary site plan to construct a solar power generation facility (SPGF or Solar Farm) on a 35.72± acre parcel referred to by Tax Parcel ID #2-15-3N-2W-0000-00333-0000 located north of Potter Woodberry Road.

Background:

FL Solar D1, LLC has entered into a lease with Eulace Baxley to develop the site with a solar photovoltaic system (SPGF) to generate electricity with Talquin Electric Cooperative (Talquin) as the primary user of the generated electricity. SPGFs are permitted in the Agriculture 2 and 3 future land use categories subject to Board approval as a Class II, Type II site plan review as a quasi-judicial action per Subsection 1304 of the LDC.

All cites in this agenda request refer to the Land Development Code (LDC) unless otherwise noted.

Analysis:

<u>Property Owner:</u>	Eulace Bryan Baxley
<u>Applicant:</u>	FL Solar D1, LLC
<u>Agent:</u>	Elva Peppers, Florida Environmental & Land Services, Inc.
<u>Location of Property:</u>	Potter Woodberry Rd. (CR 159), Havana
<u>Tax Parcel ID Number:</u>	2-15-3N-2W-0000-00333-0000
<u>Area of Subject Parcel:</u>	35.72 acres (Survey)
<u>Current (Existing) Use:</u>	Timber II 80-90(5500) (Property Appraiser)
<u>Proposed Use:</u>	A Solar Power Generation Facility (SPGF) (Solar Farm)

Wetlands: 0.80 acres

Flood Zone: Zone X

Available Sanitary Sewer Facilities: Not Applicable

Available Potable Water Facilities: Not Applicable

Electric Provider: Talquin Electric Cooperative

All cites refer to the Gadsden County Land Development Code unless otherwise noted.

Future Land Use:

The subject property is designated ‘Agriculture 2 (AG 2)’ future land use on the Gadsden County Comprehensive Plan (Comp Plan) Future Land Use Map (FLUM) (Attachments #2). Table 1 identifies the future land use category and existing use of parcels adjacent to the proposed SPGF. The site is currently planted with pines and has areas of upland vegetation and wetlands. An existing pole barn will be removed.

Table 1. FUTURE & CURRENT LAND USE OF ADJACENT PROPERTY		
Direction	Future Land Use Category*	Current (Existing) Use**
East	Heavy Industrial	Hoover Treated Wood Products & Timber III (Coastal Forest Resource)
South	Rural Residential (RR)	Non- Agriculture (Vacant)
West	Agriculture 2 (AG-2)	Timber II

*Gadsden County Geographical Information Systems (GIS). **Gadsden County Property Appraiser’s website.

Concurrency:

After completion of construction, the average daily traffic to the site will be less than one (1) vehicle. There will be no addition to peak traffic on Potter Woodberry Road (CR 159). Therefore the Level of Service (LOS) (capacity-to-serve) will not be reduced.

Standards for Solar Power Generation Facilities (Sub. 5404.D.2):

The following standards apply to solar power generation facilities (SPGF) as a principal use in the Agriculture 2 (AG-2) and Agriculture 3 (AG-3) future land use category subject to approval by the Board of County Commissioners (Attachments #3 & 4):

- a. Setbacks. All photovoltaic modules (panels) and associated above ground equipment that is used in the conversion of solar energy to electricity shall be located no closer than fifty (50) feet from any property line. A minimum of 100’ setback is required from all right-of-ways. Required setbacks from environmentally sensitive lands shall be maintained.

Sheet 2 of the Site Plan includes the required fifty (50') foot setback from property lines. The project is more than 100' and not adjacent to a right-of-way. The fifty (50') foot natural buffer required adjacent to wetlands has been labelled (Attachment #7).

- b. Height. For ground mounted facilities, a maximum of 15 feet in height as measured when the panels are tilted to the design degree that creates the greatest overall height. All other structures shall conform to the principal structure height requirements of this code.

The height of the panels when tilted to the design degree that creates the greatest overall height will be approximately 8.5 feet.

- c. Buffers. Buffers shall be required as identified in Subsection 5302 of this Code.

A 50' buffer opaque buffer is required adjacent to the property to the south designated Rural Residential. Except for direct access, vehicular use areas are prohibited within a required buffer (Sub. 5302.C). At Final Plan, the applicant will be required to verify that the opacity standards have been met. The preservation of existing vegetation is preferred with augmentation for areas that do not provide an evergreen buffer.

- d. Ground-mounted facilities shall be enclosed with a security fence with a minimum height of six feet to discourage unauthorized entry. The fence shall be interior to required buffers and to any setback from public or private right-of-way lines.

A six (6') foot tall security perimeter fence with three (3) strands of barbed wire making the overall height of seven (7') feet has been shown interior the required buffers (Sheets #2 and 7 of Attachment #7).

- e. On-site power lines and interconnections shall be placed underground to the extent possible.

The agent has indicated that the applicant intends to comply. A note shall be added to the Sheet 3 of the site plan that, "On-site power lines and interconnections shall be placed underground and detail shall be provided on the Final Plan."

- f. Minimum Site Size. Solar sites must be a minimum of ten (10) acres in the Agricultural 2 and a minimum of twenty (20) acres in the Agricultural 3 future land use category.

The FL Solar D1 site is 35.72 acres and is designated as Agriculture 2.

- g. Reflection angles for solar collectors shall be oriented such that they do not direct glare toward residential uses on adjacent property.

The proposed solar arrays utilize a single-axis tracker that will be oriented north-south so that the panels will face east in the morning and then rotate towards the west in the afternoon. The Rural Residential property to the south is vacant and will be separated by a fifty (50') wide opaque buffer to run adjacent to the property line and with only one driveway cut permitted.

Subsection 5611. Streets, Driveways and Access Management:

The solar farm is proposed to access Potter Woodberry road through an easement through the 41.21 acre vacant parcel to the south designated as Rural Residential on the Future Land Use Map

(FLUM). The owners of this vacant property (Lamar and Daphne Davis) have provided a letter indicating that they have no objection to the SPGF accessing through their property. The applicant had pursued obtaining access through the property located to the east (Hoover Wood Products). However, there is an existing easement in favor of Coastal Lumber Resources located there.

A 20' minimum width ingress/egress easement is required for a driveway. However, the easement must be sufficient to include the driveway and applicable stormwater swales. Therefore the survey, site plan, cross-sections are to be revised to indicate the varying width of the ingress/egress easement of sufficient width to include the driveway and stormwater swale. The driveway cross-section at Potter Woodberry is required to be paved to the property line and stabilized with gravel an additional 75' into the site. The driveway will also comply with the required 350' separation distance between access points on Potter Woodberry Road, a minor collector. The clear sight triangle has also been shown at the intersection of the proposed driveway and Potter Woodberry Road (Sub. 5609). The driveway has incorrectly been labelled as a road on the site plan sheets (Attachment #7).

Environmental (Section 5400):

An 'Environmental Assessment' has been provided (Attachment #5). Pursuant to the 'Site Plan Approval Narrative' 15.18 acres of upland and 0.8 acres of wetland habitat will be left undeveloped (Attachments #4 & 5). The wetland areas are to be protected and a 50' wide natural buffer is to be maintained adjacent to wetland areas (Sub. 5401.B.20).

Tree Protection (Subsection 5404):

The SPGF is proposed to be located in areas on the property that are vegetated with coniferous plantations (planted pines) and mixed hardwoods. The removal of trees is necessary to allow the solar panels to be located without obstruction from the sun. The LDC requires that trees 20" in diameter at breast height (dbh) are required to be protected unless approved for removal based on site specific conditions. However utility operations including those working under contract for utility companies are exempt from the protected tree requirements as specified in Sub. 5405.D.2. The applicant has provided a tree survey of the development area showing the location of protected trees 20" in diameter at breast height (dbh). Table 1, FL D1 Tree Survey indicates that 18 protected trees to be removed. The table will be revised to indicate replants only for trees to be removed outside of the limits of construction (Attachment #4). Tree replants will be required at a rate of 1" replant per 2" of trees removed outside of the SPGF limits of construction. Sheet #2 shows the location of the protected trees. The site plan will be required to show the number and species of replants and their location within the buffer or setbacks.

Public Notice:

While no longer required, a Citizen's Growth Management and Planning Bill of Rights (CBOR) Meeting was held on Tuesday, January 26, 2021 and an e-mail option was also provided. Two representatives of Coastal Forest Resources attended the meeting and had no objections to the project (Attachment #4).

The public notice requirements of Subsection 1304 of the LDC have been met: An advertisement was posted in the three (3) local papers, a public hearing notice mailed to all property owners within 1,000 feet of the property, and a sign has been posted on the property.

Planning Commission Recommendation:

At their April 15th public meeting, the Planning Commission voted unanimously (10-0) to recommend approval of Option #1.

Options:

1. Approve the FL Solar D1, LLC, Conceptual/Preliminary Site Plan (SP-2021-02) with the following conditions, and based on the findings provided in this agenda request, and testimony provided at the public hearing with the revisions to the site plan as follows:
 - a. Relabel the signature block on the Cover Sheet to indicate ‘Gadsden County Conceptual and Preliminary Site Plan’.
 - b. Revise the survey and Sheet #3 and Sheet #8 of the Site Plan to indicate the variable widths of the ingress/egress and utility easement which at all points must not be less than 20’ in width.
 - c. Add a note to Sheet 3 of the Site Plan stating that, “On-site power lines and interconnections shall be placed underground and detail shall be provided on the Final Plan.”
 - d. Relabel the note on Sheet #6 of the Site Plan to indicate 50’ wetland buffer. The current note indicates 25’ in width.
 - e. Label the proposed driveway as a driveway (as opposed to a road) on all plan sets.
 - f. Revise Sheet 8 cross-sections to include the easement width all cross-sections and at the intersection of Potter Woodberry Road to accommodate the driveway and stormwater swales.
 - g. Revise the Site Entrance Detail to indicate gravel extending 75’ from the paved apron at the property line.
 - h. Revised the note on Sheet #7 to refer to the driveway detail on Sheet #8 of the site plan.
2. Deny the FL Solar D1, LLC, Conceptual/Preliminary Site Plan (SP-2021-02) based on the following finding of fact provided in this report and testimony provided at the public hearing.
3. Board direction.

County Administrator’s Recommendation:

Option 1.

Attachments:

1. Location Map
2. Future Land Use Map
3. Subsection 5204.D & 5302, Standards for Solar Generation Facilities and Buffer Areas
4. Application with Attachments

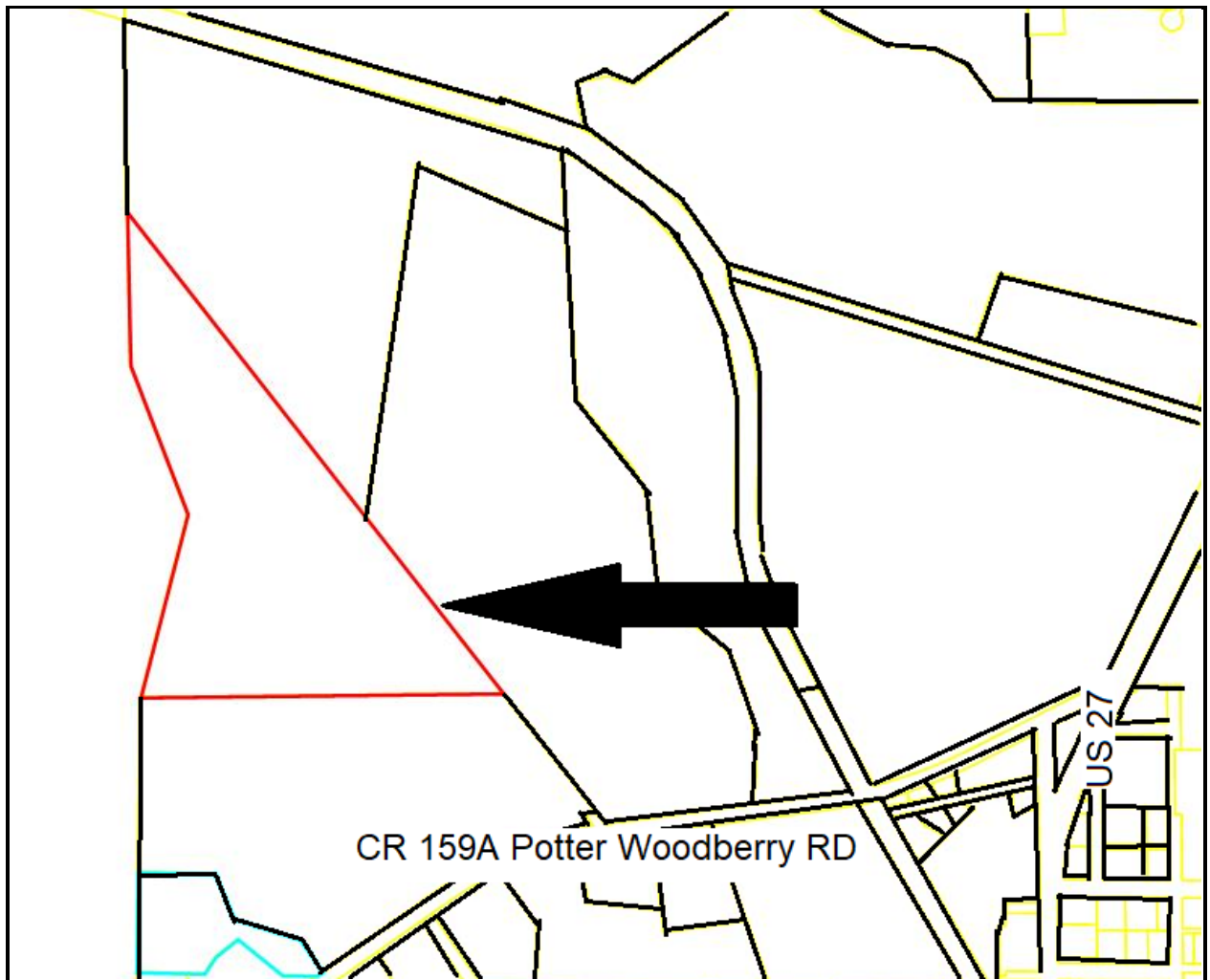
5. Environmental Assessment (Cardno)
6. Newspaper Advertisement
7. Site Plan and Survey

LOCATION MAP

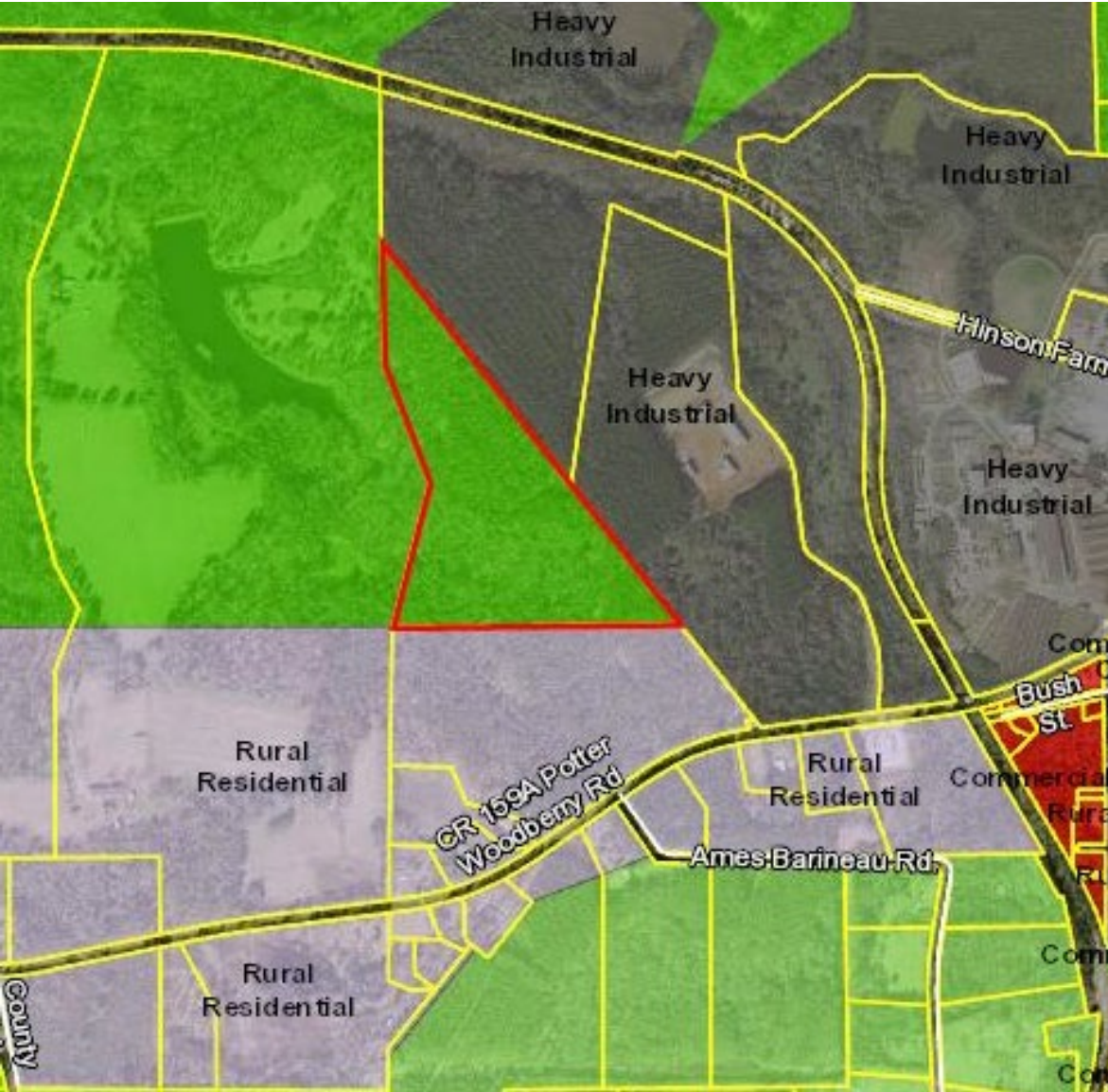
FL Solar DI LLC Solar Conceptual/Preliminary Class II Site Plan

Project Number: SP 2021-02

Tax Parcel ID #: 2-15-3N-2W-0000-00333-0000



FUTURE LAND USE MAP



SOLAR REGULATIONS

Gadsden County Land Development Code

Chapter 2. Definitions

Subsection 2102. Specifically

Solar access. The access of a solar energy system to direct sunlight.

Solar collector. A device, structure for which the primary purpose is to transform solar radiant energy into thermal, mechanical, chemical, or electrical energy.

Solar Energy System. A set of components that can collect, store and convert solar energy for the purpose of providing electric generation, water heating, pool/spa heating, space heating or space cooling as an accessory use to a permitted principal use.

Solar Farm: (See Solar Power Generation Facility)

Solar Power Generation Facility. A production facility for electric power that utilizes photovoltaic modules (panels) to convert solar energy to electricity whereby all of the electricity that is produced is consumed off-site and is distributed and sold by an electric utility provider. Solar generation stations typically utilize photovoltaic solar cells, but can also be a combination of light reflectors, concentrators, and heat exchangers. A solar generation station is also known as a solar farm, solar power plant, solar generation plant, solar photovoltaic farm or park, solar power plant or solar thermal power plant. It is generally the principal use of the property.

Utility/ Centralized Utilities: Man made systems that supply the basic necessities for habitation. This includes but is not limited to retail provision of water systems, sewer systems, natural gas and power supply.

Chapter 5. Development Standards

Subsection 5204. Special Use Standards

D. Standards for Solar Power Generation Facilities.

1. **Purpose and Procedure.** This section establishes standards for solar power generation facilities as a principal use in the Agricultural 2 (AG-2) and Agricultural 3 (AG-3) Future Land Use Categories subject to review and approval by the Board of County Commissioners.

2. Development Standards.

- a. Setbacks. All photovoltaic modules (panels) and associated above ground equipment that is used in the conversion of solar energy to electricity shall be located no closer than fifty (50) feet from any property line. A minimum of 100' setback is required from all right-of-ways. Required setbacks from environmentally sensitive lands shall be maintained.
- b. Height. For ground mounted facilities, a maximum of 15 feet in height as measured when the panels are tilted to the design degree that creates the greatest overall height. All other structures shall conform to the principal structure height requirements of this code.
- c. Buffers. Buffers shall be required as identified in Subsection 5302 of this Code.
- d. Ground-mounted facilities shall be enclosed with a security fence with a minimum height of six feet to discourage unauthorized entry. The fence shall be interior to required buffers and to any setback from public or private right-of-way lines.
- e. On-site power lines and interconnections shall be placed underground to the extent possible.
- f. Minimum Site Size. Solar sites must be a minimum of ten (10) acres in the Agricultural 2 and a minimum of twenty (20) acres in the Agricultural 3 future land use category.
- g. Reflection angles for solar collectors shall be oriented such that they do not direct glare toward residential uses on adjacent property.

3. **Abandonment.** The solar power generation facility shall be considered abandoned after a two-year period without energy production. The property owner shall be responsible for removing all energy production and transmission equipment and appurtenance within 120 days of abandonment.

E. Standards for Solar Energy Systems.

Nothing in this regulation is meant to prohibit or have the effect of expressly prohibiting the installation of solar energy systems pursuant to Chapter 163.04(4) Florida Statutes.

(Ord. #2016-019, Sept. 06, 2016)

Subsection 5302. Buffer Areas. The buffer areas prescribed in this subsection are

intended to reduce, both visually and physically, the actual or perceived negative impacts generated by abutting uses. Buffer areas shall be located on the other perimeter or a lot or parcel, extending to the parcel boundary. Buffer areas shall not be located on any portion of an existing or dedicated public or private street or right-of-way.

A. Standards. The buffer areas prescribed in this subsection are intended to reduce, both visually and physically, the actual or perceived negative impacts generated by abutting uses. Buffer areas shall be located on the other perimeter or a lot or parcel, extending to the parcel boundary. Buffer areas shall not be located on any portion of an existing or dedicated public or private street or right-of-way.

4. Type D, opaque buffer areas. This buffer shall be a minimum of fifty feet (50') wide to separate solar power generation facilities from adjacent property in the Rural Residential Future Land Use and existing platted residential subdivisions. The buffer shall be a minimum of one hundred feet (100') wide adjacent to collector or arterial roadways. Vegetation is required to be seventy percent (70%) opaque at planting and a minimum of six feet (6') in height and one hundred (100) percent opaque within two (2) years. Fences or walls may be utilized to meet opacity provided that they are a minimum of six (6) feet in height, opaque and located interior to vegetation. Vegetation is required to be fifty (50) percent opaque at planting and a minimum of six (6') feet in height within two (2) years.

B. Opacity Standards. Compliance with opacity standards shall be certified by a landscaped architect or other similar, certified landscape design professional.

1. All buffer areas shall include one (1) shade tree for each fifty (50') lineal feet or fraction thereof.
2. Decrease of buffer widths. Minimum buffer yards may be decreased by twenty five percent if the buffer incorporates any of the following components:
 - a) Utilize berms and plantings to meet minimum buffer requirements.
 - b) Utilize plantings, berms and wall to meet minimum buffer requirements, where wall is combined with berm to meet minimum height requirements.
 - c) Utilize wall plantings where the plantings are parallel for at least seventy-five percent (75%) of the linear length of the wall and covers at least twenty-five percent (25%) of the required buffer width.

C. Use of Buffer Yards. All of the buffer areas options may be counted toward open space and setback requirements. Passive recreation uses such as walkways, bikeways, hiking trails may be located within the buffer areas. Playgrounds, swimming pools, tennis courts, vehicular use areas and storage

buildings are prohibited in buffer areas.

(Ord. # 1996-005, 7-2-06)



Florida Environmental & Land Services Inc.

221-4 Delta Court
Tallahassee, Florida 32303
Tel (850) 385.6255

March 1, 2021

Diane Quigley
Gadsden County Planning Director
PO Box 1799
Quincy, FL 32353-1799

RE: New Solar Facility Site Plan Application

Dear Ms. Quigley,

We are pleased to present the included application on behalf of FL Solar D1, LLC. Included with this letter are the applications for the Site Plan and Concurrency, check for the application fees, and a thumb drive with the digital files.

Background

The FL Solar D1, LLC is the applicant who will be developing the site and Talquin Electric Cooperative (Talquin), is the ultimate user of the generated electricity. The property is owned by Eulace Baxley, who leases it to FL Solar D1, LLC. The property has a Future Land Use of Ag 2, of which the use is a compatible use. Information and maps of the location are included.

About the Proposed Solar Facility

The solar photovoltaic system will have a rated capacity of 5.2 MW-DC/4.0 MW-AC which is enough energy to power approximately 1200 homes each year. The system will consist of approximately 12,150 solar panels which will be installed in rows of 1-panel high in portrait orientation from north to south across the parcel. Spacing between rows will be approximately 18 feet. Each row of panels will be elevated approximately 2 feet above ground to allow for landscaping maintenance. The height of each module is approximately 6.5-feet, therefore the maximum height of the installation above ground will be approximately 8.5-feet which is within the 15' height requirement of the Gadsden County Solar Ordinance. The entire solar array area will be fenced around its perimeter by a 7-foot high chain-link fence with barbed wire. All solar array components are designed to be setback at least 50 feet from all property lines as required by the County Solar ordinance. Because of the surrounding buffer and the newer low-glare design, there will be no impacts from glare on any roadway.

About Construction of the Facility

This project proposes the construction of a solar energy generation facility consisting of solar photovoltaic panels, single-axis tracker racking system, string inverters, electrical switchgears, transformers along with the associated access roads for maintenance purposes.

Site construction will consist of civil construction activities to include grading, installation of erosion control features roads, etc. Mechanical construction to include the installation of all racking structural components, solar panel, and other solar equipment. Electrical construction will consist of interconnecting panel to panel in strings which will be terminated at approximately 32 string inverters distributed throughout the solar array. From the inverters, electrical wiring will be buried underground, over to the switchgear and transformers on the south end of the site. From there the

system will be interconnected to the Talquin Electric distribution grid. The Talquin Electric Station is located on the south side of Potter Woodberry Road within a Rural Residential land use designation. The construction period is expected to last 5 months and number of workers on site is expected to vary from week to week from 12 to 60 skilled laborers, safety and project management personnel.

Compatibility of Use

The use of Ag 2 as a solar facility, is an allowable use (Policy 1.1.1 G) and requires a Type II review Site Plan Application. As evidence of this project's compliance with Policy 1.4.1, the following information is provided.

Community Meeting and Input

A public meeting was noticed through the Havana Herald and by mailed out notices to property owners within one half mile of the property. A meeting was held near the site on January 26, 2021. The only attendees were two representatives from Coastal Forest Resources, the property to the north, attended the community meeting. They offered no objection to the proposed facility and expressed interested in accommodating any future expansion.

The property to the east is an industrial parcel with ongoing industrial use. The Hoover company representatives have been contacted and have raised no objections to the use of the property as a solar facility. The property to the south has recently been sold by the Baxley family to the Davis' in the fall of 2020 with disclosure of the intended use of the property and the dedicated access road for the subject property's underground distribution line. The Davis' have not raised any objections to the use of the property as a solar facility.

No other input has been received from others in the community. Additional proof of this meeting is included in the application package.

Access Road/Traffic

The proposed site is land locked, therefore, access to the site is proposed through a legally dedicated 30' easement obtained through the parcel directly south (Parcel ID# 2-22-3N-2W-0000-00212-01000- Davis property) to provide the site with proper egress/ingress to site to Potter Woodberry Road. The current condition of this easement is as a developed dirt access road.



The proposed 20' access road will look very similar as the existing roadway, except it will be stabilized with base material (no paving). A new culvert is proposed at the junction with the paved public road. The access easement is 30' in width and is greater than 150' from the nearest driveway.

Other than for the 5 month construction period, the site will only have traffic at an expected frequency of one pick up truck per month to inspect the site and do minor maintenance, therefore the impact of traffic is almost immeasurable.

The use of the portion of the property within the Rural Residential land use will be limited to the almost immeasurable traffic and for a buried electrical distribution line, which is an allowable use within all land use designations. There has been no community objection raised during this process and distribution lines are an allowable use in all land use designations, therefore we conclude that this project is consistent with Policy 1.4.1.

We appreciate the efforts of the Gadsden County planning staff to date and look forward to moving this application through the process to authorize Gadsden County's first solar facility. Please let us know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Elva L Peppers".

Elva Peppers
Project Manger

Cc: Jill Jeglie, GCGM
Craig Fisher, Origis Energy/ FL Solar D1, LLC
Richard Stephens, S&S Environmental

March 24, 2021

Ms. Jill Jeglie
Gadsden County Planning Department
P.O. Box 1799
Quincy, FL 32353

Re: FL Solar D1, LLC Site Plan Application for Solar Farm, Hinson, Gadsden County, FL

Dear Ms. Jeglie,

We own the property to the south (Parcel ID# 2-22-3N-2W-0000-00212-01000- Davis) of the parcel that is subject to the referenced solar farm site plan application on Parcel ID No. Parcel ID# 2-15-3N-2W-0000-00333-0000. We are aware of the proposed development and the access easement to provide the access over our property. We have no objection to the use of this easement for their purpose of a solar farm.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Lamare and Daphne Davis', written over a horizontal line.

Lamare and Daphne Davis

Contact Information: lamaredavis@earthlink.net or (850) 228-5788

**FL D1 Photovoltaic Solar Generation Development
Site Plan Approval Narrative
March 2021**

Prepared by:



Florida Environmental
& Land Services Inc.

Kimley»»Horn

Expect More. Experience Better.



FL D1 Photovoltaic Solar Generation Development

The proposed FL Solar D1, LLC site is located off Potter Woodberry Road in Gadsden County, Florida. This project proposes the construction of an alternative energy production facility consisting of photovoltaic panels with the associated maintenance access roads and transformers. The primary project area is a portion of the 35.72-acre parcel with Parcel ID# 2-15-3N-2W-0000-00333-0000 as well as an off-site access road located on Parcel ID# 2-22-3N-2W-0000-00212-0100 (owned by Daphne and Lamare Davis) leading from Potter Woodberry Road to the proposed solar site.

According to the Gadsden County property appraiser website, the subject parcel is owned by Eulace Baxley. The subject property has been leased to FL Solar D1, LLC for the purposed of this development. Please see the attached Lease and Easement Agreement.

The numbers in this narrative correspond with the numbers located in the Gadsden County Land Development Code 'Chapter 5 Development Standards' for Contents and Review of Site Plan.

Subsection 5204. Special Use Standards.

D. Standards for Solar Power Generation Facilities

- (1) *Purpose and Procedure.* This section establishes standards for solar power generation facilities as a principal use in the Agricultural 2 (AG-2) and Agricultural 3 (AG-3) Future Land Use Categories subject to review and approval by the Board of County Commissioners.
- (2) *Development Standards.*
 - (a) *Setbacks.* All photovoltaic modules (panels) and associated above ground equipment that is used in the conversion of solar energy to electricity shall be located no closer than fifty (50) feet from any property line. A minimum of 100' setback is required from all right-of-ways. Required setbacks from environmentally sensitive lands shall be maintained.
Sheet 2 'Site Plan' includes the required 50' property line buffer and 50' wetland buffer. The project area is more than 100 feet from any right-of way.
 - (b) *Height.* For ground mounted facilities, a maximum of 15 feet in height as measured when the panels are tilted to the design degree that creates the greatest overall height. All other structures shall conform to the principal structure height requirements of this code.
The height of the panels when tilted to the design degree that creates the greatest overall height will be approximately 8.5 feet.
 - (c) *Buffers.* Buffers shall be required as identified in Subsection 5302 of this Code.
The Future Land Use category is Heavy Industrial to the east of the project area and Agriculture 2 to the west-northwest. The southern line of the project area is adjacent to property in the Rural Residential Future Land Use. Existing vegetation along the southern line will be managed to fit the conditions in Subsection 5302.A.4, retaining one hundred percent opacity and a minimum height of six feet.
 - (d) Ground-mounted facilities shall be enclosed with a security fence with a minimum height of six feet to discourage unauthorized entry. The fence shall be interior to required buffers and to any setback from public or private right-of-way lines.
A security perimeter fence (Sheet 2 and 7, 'Site Plan') shall be 6'0" chainlink with 3 strands of barbed wire to make an overall height of 7'0". The fence shall be interior to required buffers and to any setback from public or private right-of-way lines, in accordance with Subsection 5204.2.d.
 - (e) On-site power lines and interconnections shall be placed underground to the extent possible.
The applicant intends to comply.
 - (f) *Minimum Site Size.* Solar sites must be a minimum of ten (10) acres in the Agricultural 2 and a minimum of twenty (20) acres in the Agricultural 3 future land use category.
The FL-D1 solar site is designated Agricultural 2 and is 35.72 acres.
 - (g) Reflection angles for solar collectors shall be oriented such that they do not direct glare toward residential uses on adjacent property.
The applicant intends to comply. Residential land use designation is adjacent only to the south of the proposed solar system. The proposed system is a single-axis tracker that will be oriented north-south so that the panels will face east in the morning and then rotate towards west in the afternoon. The panels will not be pointing south toward the residential land use at any time of the day.

- (3) *Abandonment.* The solar power generation facility shall be considered abandoned after a two-year period without energy production. The property owner shall be responsible for removing all energy production and transmission equipment and appurtenance within 120 days of abandonment.
[The applicant intends to comply.](#)

E. Standards for Solar Energy Systems.

Nothing in this regulation is meant to prohibit or have the effect of expressly prohibiting the installation of solar energy systems pursuant to Chapter 163.04(4) Florida Statutes.

(Ord. # 1996-005, 7-2-96; Ord. # 2003-006, 8-19-03; Ord. #2016-019)

Subsection 5206. Preliminary Site Plans.

D. Standards for Solar Power Generation Facilities

- (A) *Requirements.* A preliminary site plan for Class I and Class II land uses shall be submitted with the application form. Preliminary site plans shall be drawn to a minimum scale of one inch equals one hundred (100) feet on an overall Gadsden County LDC Chapter 5 I Development Standards October 20, 2020 Page 29 of 106 sheet size not to exceed twenty-four by thirty-six inches (24" X 36"). When more than one sheet is required, an index sheet of the same size shall be included showing the entire parcel with individual sheet numbers referenced thereon. Thirty (30) sets of the preliminary site plan drawings shall be submitted to the DRC along with the application. These drawings shall be prepared by a registered architect, landscape architect, professional site planner, or registered civil engineer licensed in the State of Florida. All stormwater management plans and calculations shall be prepared by a civil engineer licensed in the State of Florida. Preliminary Site Plans shall include the following:

1. Site Plan Name.
[FL Solar D1 Grid-Tie Photovoltaic System](#)
2. Property owner's name, address and telephone number; and the designated project applicant or representative and authorization for such representation if other than the property owner.
[The property owner Eulace Bryan Baxley has leased the subject property to FL Solar D-1, LLC. Please see attached 'Lease and Easement Agreement' for details. Please see attached 'Authorization to Represent' for owner and authorized representative details.](#)
3. The architect, landscape architect, site planner or engineer's name, address and telephone number (unsealed drawings).
[See attached Site Plan.](#)
4. North arrow, scale and date prepared.
[See attached Site Plan.](#)
5. Legal description.
[See attached Survey. Legal description is also included in the attached Deed.](#)
6. Location map.
[A location map is included as Figure 1. A Vicinity Map is also included in attached Site Plan and Survey.](#)
7. Land use district assigned to the property which is the subject of the site plan and to the properties contiguous thereto.
[The land use of the FL Solar D1 site is Agriculture-2. The intended usage of the property is for a Photovoltaic System and will not require a land use amendment. The land use of the property to the east of the FL Solar D1 site is Heavy Industrial, the property to the south is Rural Residential, and the property to the west is Agriculture-2.](#)
8. Gross and net site area expressed in square feet and acres with comparison to requirements in the Land Development code.
[See attached Site Plan.](#)
9. Number of units proposed, if any and resulting gross density.
[Not applicable.](#)
10. Floor area devoted to each category of use and floor area ratio with comparison to requirements in the Land Development Code.
[Not applicable.](#)
11. General location of all driveways, parking area and curb cuts with comparison to requirements in the Land Development Code.

- The proposed location of the access road and access gates, as well as the transformer pad and proposed fencing are shown on Sheet 2 of the provided plans. To comply with Subsection 5611F, the driveway width is 20' and is positioned >150' from the nearest driveway.
12. The location, size and height of all existing and proposed buildings and structures on the site.
See attached 'Site Plan'.
 13. Areas to be protected from tree and vegetation removal.
Trees within the 50' buffer, 100% of the wetlands and slopes, totaling 15.18 acres, will be preserved. Vegetated natural buffer is indicated on Sheet 4 'Site Plan'.
 14. Location of all public and private easements and streets within and adjacent to the site.
The private ingress and egress easement is shown on page 2 of the attached Alta survey.
 15. Location of nearest fire hydrant.
The nearest fire hydrant is located on the eastern boundary of Coastal Plywood Company (8007 FL-GA Hwy) which is approximately 0.4 miles east-northeast of the subject property.
 16. Delineation in mapped form and computation of the area of the site devoted to building coverage, open space, buffer areas for the lot and open space for the front yard, expressed in square feet and as a percentage of the overall site.
See attached Sheet 2 'Site Plan'.
 17. The location and size of existing public utilities.
Not applicable; none in vicinity of project area.
 18. Proposed method of water supply and wastewater disposal.
Not applicable. There will be no onsite employees or need for water.
 19. Identification of water courses and/or wetlands.
Wetlands and the associated 50' buffer are represented in attached Site Plan.
 20. Conceptual drainage and utility plan.
See attached Drainage Report and Site Plan.
 21. Preliminary surface drainage with flow directions and method of disposition.
Included in Sheet 3 'Pre Development Drainage Plan' and Sheet 4 'Post Development Drainage Plan' of Site Plan.
 22. Proposed irrigation system.
Due to the nature of the project, there is no proposed irrigation.
 23. Flood zone for site (if applicable).
The entire FL Solar D1 site is classified as Flood Zone X (Area of Minimal Flood Hazard as identified on FEMA panel No. 12039C-0116C and 12039C-0118C effective date 02/04/2009). Zone X is located outside the 0.2% annual chance floodplain.
 24. Number of parking spaces required (stated in relationship to the applicable formula) and proposed (including handicapped spaces required by Code). Plan must show typical dimensions.
Due to the nature of this project, there are no proposed parking spaces associated with this project.
 25. Total paved vehicular use area (including but not limited to all paved parking spaces and driveways), expressed in square feet.
Proposed impervious surface includes an access road and a pad for the transformer. The associated acreages are shown on Sheet 2 'Site Plan' of the provided plans.
 26. Depiction (by shading or cross hatching) of required parking lot interior landscape areas.
There is no parking lot proposed for this project. This project intends to only remove trees that are inhibiting the productivity of the facility. Trees not shading the solar panels will be left in place in the natural 50' buffer that surrounds the project area.
 27. Total land area devoted to parking lot interior landscaping, expressed in square feet and as a percentage of the paved vehicular area.
Not applicable; no parking area is proposed for the facility.
 28. The definition and location of all refuse collection facilities including screening to be provided.
A solid waste disposal plan is unnecessary for this project due to usage being limited to maintenance purposes only.

(Ord. # 1996-005, 7-2-96; Ord. # 2003-006, 8-19-03)

Subsection 5401. Development Standards for Areas Containing Land and Water-based Natural Resources.

- (B) Design Guidelines to Protect Environmentally Sensitive Areas, Threatened and Endangered Species of Plants and Animals and Their Habitats. Uncontrolled development of land containing natural resources

impairs the natural functions of those lands. The guidelines of this subsection are mandatory and shall apply to all areas containing threatened and endangered species of plants and animals. Review of a proposed development shall include these guidelines.

23. The County shall ensure the protection of all plant and animal species that are listed by either state or federal agencies as threatened, endangered, or as species of special concern by restricting development as defined in Section 380.04, Florida Statutes, through proper site plan reviews, buffering, etc., in accordance with the following guidelines.

a) Within all areas designated as CONSERVATION on the Future Land Use Map and for uses within areas designated as flood prone, high aquifer recharge or wetlands on the Future Land Use Map Series, all development proposals shall be accompanied by evidence that an inventory of soils posing severe limitation to construction, state and/or federally listed threatened and endangered species of wildlife and plants and species of special concern and areas prone to periodic flooding has been conducted. Where development is determined to encroach upon one of these resources, in order to ensure the protection, preservation or natural functions of the resource, a specific management plan shall be prepared by the developer, which includes necessary modifications to the development, specific setbacks and buffers, clustering of development away from the site resources and Gadsden County LDC Chapter 5 I Development Standards October 20, 2020 Page 44 of 106 any other measures that may be necessary to mitigate impacts. Such management plan shall be incorporated into the development order. In order to assure that the improvements necessary for environmental mitigation are constructed as required by Gadsden County, the developer shall post to the County a bond at least equal to the cost of the improvements.

Not applicable to this project, FL Solar D1 is designated as Agriculture-2 on the Future Land Use Map and is not designated as flood prone, high aquifer recharge or wetlands.

b) If state and/or federally-listed plant and animal species designated as endangered or threatened or as species of special concern are found on development sites, coordination will be initiated by the County with the Florida Fish and Wildlife Conservation Commission and other applicable agencies to assure adequate protection of these wildlife populations consistent with State and Federal law.

An environmental survey of the proposed FL Solar D1 site was conducted by qualified biologists on November 3, 2020. Pyramid magnolia (*Magnolia pyramidata*), which is listed as endangered in the state of Florida, was found within the surveyed parcel boundary and the coordinates of its location collected via GPS. Pyramid magnolia was also observed in the vicinity of the project area. According to Chapter 5B-40, F.A.C., state-only listed species do not have to be preserved on private lands. No state or federally listed animal species were observed within the proposed project area during the survey.

24. A professionally conducted survey of native vegetative communities shall be required in upland wildlife habitats for all proposed development sites of forty (40) acres or more that involves non-residential developments or more than ten (10) dwelling units to inventory wildlife and to determine whether state and federally listed threatened and endangered species of plants and animals and those designated as special concern exists on the site. For proposed developments which are developed at a residential density equal to or lower than one (1) unit per five (5) acres, a survey as envisioned by this Code is not necessary. For proposed developments containing less than forty (40) acres or which are part of a parcel or contiguous parcels of land containing forty (40) acres or more which was under common ownership of the effective date of the 2001, Comprehensive Plan (November 26, 1991) a minimum of forty (40) acres shall be surveyed inclusive of the proposed development area to be cleared. This survey shall be conducted by an ecologist, biologist, or similar professional. In addition, the following conditions shall apply.

a) Site surveys shall address the following:

- i. The size and distribution of the native habitats;
- ii. Wildlife and listed species populations within the proposed development site;
- iii. The feasibility of and viability of on-site protection and management; and
- iv. Whether the proposed development site includes a wildlife corridor and feasibility of maintaining the wildlife corridor;

Due to the nature and design of this project, no onsite protection or management plans for wildlife will be required. There is approximately 15.18 acres of upland and 0.8 acres of wetland habitat left undeveloped on the parcel for wildlife usage. Although the site is less than 40 acres, a professionally conducted environmental survey was completed and is included as an attachment.

- b) Protected wildlife habitat shall include a combination of connected upland habitats and any wetland/aquatic habitat on the site.
Wetland habitat and 50' buffer are included in attached Site Plan.
- c) Clearing of native habitat shall be prohibited prior to development, meaning that clearing for uses other than legitimate agricultural and Gadsden County LDC Chapter 5 I Development Standards October 20, 2020 Page 45 of 106 silvicultural uses shall be defined to be clearing as an adjunct to construction, and shall be subject to all provisions in the Gadsden County Comprehensive Plan, 2001 that apply to the development.
The current pine plantation present at the proposed solar site is a bonafide silviculture operation which will be cleared a final time prior to development of the site. A clearing permit for any additional clearing will be applied for. A tree survey of the proposed project area was conducted by qualified biologists on February 24, 2021 to flag all non-pines with DBH of 20" or greater and to survey for threatened or endangered plants. The locations of these trees are shown on Figure 3 – Tree Survey.
- d) If state and/or federally-listed endangered and threatened plant and animal species and species of special concern are found on the proposed development site, coordination will be initiated by the County with the Florida Fish and Wildlife Conservation Commission and other applicable agencies to ensure that the required management plan is consistent with State and Federal law.
See note above regarding Pyramid Magnolia (23.b).
- e) A listed plant and animal species survey shall not be required for:
- i. Lands depicted upon the 1988 Gadsden County LANDSAT Satellite Imagery Map projected by the Florida Fish and Wildlife Conservation Commission as:
 - ii. Exotic plant communities;
 - iii. Shrub and brush land;
 - iv. Grassland; or
 - v. Barren land; and
 - vi. Lands involving silvicultural activities provided those silvicultural activities area part of a resource management plan approved by the Division of Forestry or other appropriate agency.

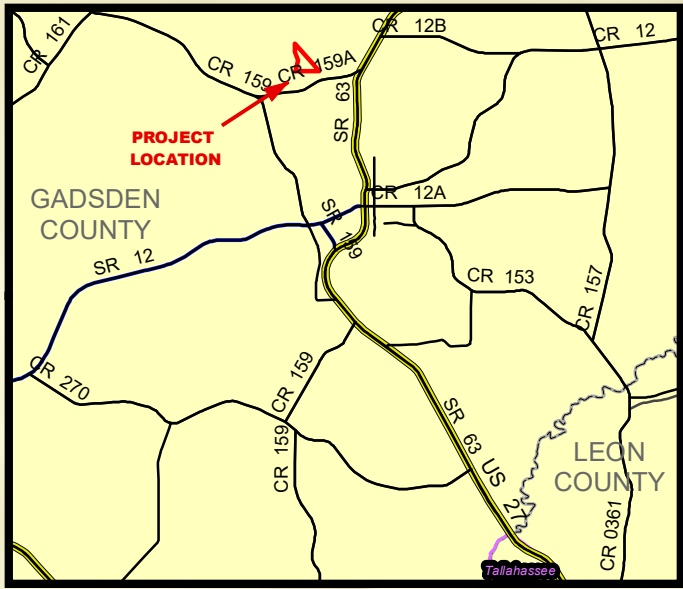
(Ord. # 1996-005, 7-2-06; Ord. # 2003-006, 8-19-03)

Subsection 5404. Tree and Native Vegetation Protection Standards.

B. Tree protection.

3. Protected trees must be shown on preliminary plats or preliminary site plans. Location of smaller trees is not required, but will facilitate documentation of tree preservation credits.

There are 15.18 acres of naturally forested areas that will not be impacted. These areas will serve to offset the trees removed. Please see Table 1 and Figure 3 – Tree Survey. There are a total of 18 non-pines >20" DBH within the project area that will be removed.



PROJECT LOCATION

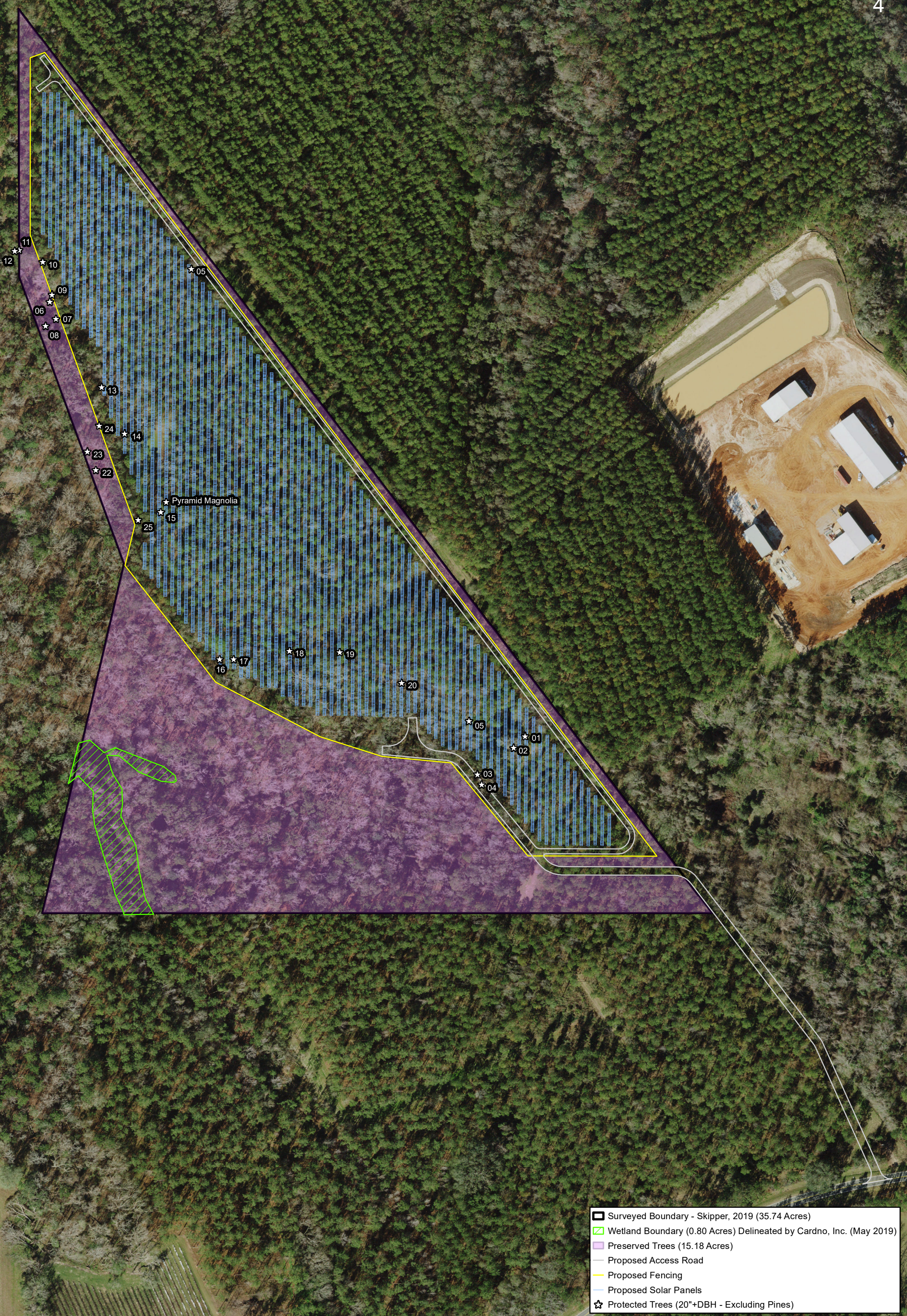


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community



Soils		
Key	Description	Hydric Rating
23	Fuquay-Lucy-Orangeburg complex, 0-5% slopes	No
35	Lucy-Troup complex, 8-15% slopes	No
47	Orangeburg-Tifton-Norfolk complex, 5-8% slopes	No
63	Troup-Nankin complex, 15-45% slopes	No
89	Bibb-Rains-Garcon complex, occasionally flooded	Yes

- Surveyed Boundary - Skipper, March 15, 2019 (35.74 Acres)
- Soils (SSURGO)
- Surveyed 1' Contours
- Magnolia pyramidata



- Surveyed Boundary - Skipper, 2019 (35.74 Acres)
- Wetland Boundary (0.80 Acres) Delineated by Cardno, Inc. (May 2019)
- Preserved Trees (15.18 Acres)
- Proposed Access Road
- Proposed Fencing
- Proposed Solar Panels
- Protected Trees (20"+DBH - Excluding Pines)

Table 1. FL D1 Tree Survey

ID #	Scientific Name	Common Name	DBH (in)	Notes
1	<i>Quercus nigra</i>	Water Oak	20.1	
2	<i>Quercus virginiana</i>	Live Oak	69.2	3 trunk
3	<i>Quercus laurifolia</i>	Laurel Oak	31.6	
4	<i>Liquidambar styraciflua</i>	Sweet Gum	20.5	
5	<i>Prunus serotina</i>	Black Cherry	22.0	
6	<i>Quercus laurifolia</i>	Laurel Oak	29.4	
7	<i>Quercus laurifolia</i>	Laurel Oak	31.2	
8	<i>Quercus laurifolia</i>	Laurel Oak	28.2	
9	<i>Quercus laurifolia</i>	Laurel Oak	22.6	
10	<i>Quercus laurifolia</i>	Laurel Oak	22.1	
11	<i>Quercus laurifolia</i>	Laurel Oak	34.2	
12	<i>Quercus laurifolia</i>	Laurel Oak	26.2	
13	<i>Quercus falcata</i>	Southern Red Oak	51.0	
14-D	<i>Quercus nigra</i>	Water Oak	42.0	
15-D	<i>Quercus nigra</i>	Water Oak	30.1	
16-D	<i>Quercus nigra</i>	Laurel Oak	35.6	
17	<i>Quercus nigra</i>	Water Oak	29.5	
18	<i>Quercus laurifolia</i>	Laurel Oak	28.4	
19	<i>Prunus serotina</i>	Black Cherry	21.1	
20	<i>Prunus serotina</i>	Black Cherry	30.5	
21	<i>Quercus nigra</i>	Water Oak	24.9	
22	<i>Quercus laurifolia</i>	Laurel Oak	32.4	
23	<i>Quercus laurifolia</i>	Laurel Oak	37.4	
24	<i>Quercus laurifolia</i>	Laurel Oak	35.5	
25	<i>Quercus laurifolia</i>	Laurel Oak	27.3	

Note: Trees to be removed are highlighted in yellow

D - Tree is dead/decayed



1-B East Jefferson Street, Post Office Box 1799, Quincy, FL 32353-1799
Phone: (850) 875-8663 Fax: (850) 875-7280
E-mail: planning@gadsdencountyfl.gov Web site: www.gadsdencountyfl.gov

Class II, Type II Site Plan

____ Conceptual/Preliminary ____ Conceptual ____ Preliminary

1. APPLICANT/OWNER
 NAME (Print): _____
 CONTACT PERSON (If Corporation): _____
 ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____
 TELEPHONE: () _____ E-MAIL: _____

2. AUTHORIZED REPRESENTATIVE NAME: _____
 ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____
 TELEPHONE: () _____ E-MAIL: _____

3. Parcel Identification Number _____
4. Land Use Category: _____ Existing Use: _____

5. Project Description: _____
 Total Parcel Area: _____ Total Development Area: _____
 Number of Buildings: _____ Gross Floor Area: _____ Floor Area Ratio: _____
 Number of Stories: _____ Height: _____ Area in Wetlands: _____
 Area of Stormwater Facilities: _____ Impervious Surface Area: _____
 Number of Seats for Restaurants or other places of Assembly: _____
 Parking & Driveway Area Paved: _____ Unpaved Parking Area: _____
 Number of Parking Spaces: _____ Number of Handicapped Spaces: _____
6. NFIP# 12039C- _____ Flood Zone: _____ (Label and Locate on plans.)

7. The following plans and documents are required to complete this application for review (also see County Land Development Code (LDC) Chapter 5, Subsections 5207 and 5208 and Chapter 7, Subsection 7102 (Level I) or Subsection 7103 (Level II)):
 - a. ____ Two copies of this application with fee (\$625) plus concurrency, if applicable.
 - b. ____ Six (6) Folded Preliminary Site Plan 24" x 36" prints, **2 signed and sealed** (copies must include the signature and seal), and **a .pdf copy (electronic copy)**. Plans shall addressing the requirements of the LDC (See Sub.5206 & 5207).

- c. An up-to-date survey (signed and sealed) with legal description.
- d. A title opinion (or qualifying deed) with legal descriptions (See Sub. 7103.C of the LDC).
- e. Indicate FEMA Flood Zones/special flood hazard areas and environmental resources (wetlands, streams, creeks, etc.) and setbacks to be protected on plans, as applicable.
- f. Authorization to Represent, if applicable.
- g. Two (2) copies of an Environmental Impact Assessment per County Land Development Code Section 5400, if applicable.
- h. Two (2) copies of a Certified Tree Survey as required per Subsection 5404.B.3 for protected trees, as applicable. Protected trees (greater than 20" diameter) must be shown on site plans.
- i. The completed Concurrency Review Application and traffic analysis, if applicable.

I hereby certify that the information contained in this application is correct and accurate and that I am either the sole property owner of the subject property, or am the authorized representative of the property owner(s) in all regards pertaining to this application pursuant to proof and/or attached authorization.

I AM THE OWNER.

I AM THE LEGAL REPRESENTATIVE OF THE OWNER (Attach Authorization to Represent) of the property described which is the subject matter of this application.

Elva L. Peppers
 (Signature of Owner or Authorized Representative)

The foregoing instrument was acknowledged before me this 1st day of March 20, by Elva L. Peppers who is personally known to me, or has produced _____ as identification and who did (did not) take an oath.

By Elva Peppers - Florida Environmental & Land Services, Inc.
 Print (Owner or Authorized Representative)

SEAL:

Selena A. Jenkins
 Notary Signature



SELENA A JENKINS
 Commission # GG 206728
 Expires April 10, 2022
 Bonded thru Budget Notary Services

Selena A. Jenkins
 Notary Printed Name

Commission Number: GG 206728

Prepared by:

Owen Title Company, Inc.
pursuant to the issuance of title insurance
2865 Remington Green Circle
Tallahassee, Florida 32308

Recording Fee: \$44.00
Doc Stamps: \$1,449.00

GADSDEN COUNTY NICHOLAS THOMAS
Instrument: 160007377 Recorded: 10/24/2016 3:50 PM

File Number: 16-9162

The interest of Glenn Lewis Loch and Helen Margaret Loch, individually and as Trustees of The Loch Family Revocable Trust dated October 13, 2000 is conveyed by separate Warranty Deed.

**WARRANTY DEED
(INDIVIDUAL)**

Made this October 21, 2016 A.D. By **William Potter Woodbery, III; Sarah Woodbery; Susan Day; Mary Dale W. Smith a/k/a Mary Dale Woodbery Joyce; John E. Woodbery and Diana Behm Woodbery a/k/a Diana B. Woodbery**, whose post office address is c/o John Woodbery, 23324 171 Avenue Southeast, Monroe, WA 98272, hereinafter called the grantor, to **EULACE BRYAN BAXLEY**, whose post office address is: P.O. Box 975, Havana, FL 32333, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Gadsden County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida.

Parcel ID Number: 2-22-3N-2W-0000-00220-0000; 2-15-3N-2W-0000-00333-0000; 2-22-3N-2W-0000-00212-0100

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2015.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Debra Ann Parker
Witness Printed Name Debra Ann Parker

William Potter Woodbery, III (Seal)
William Potter Woodbery, III

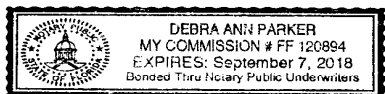
Lenn C. Mooney
Witness Printed Name Lenn C. Mooney

Mary Dale Woodbery Joyce (Seal)
Mary Dale Woodbery Joyce

SEE ATTACHED SIGNATURE/NOTARY PAGES FOR THE FOLLOWING: Sarah Woodbery; Susan Day; John E. Woodbery and Diana Behm Woodbery a/k/a Diana B. Woodbery

State of Florida
County of Leon

The foregoing instrument was acknowledged before me this 21st day of October, 2016, by William Potter Woodbery, III, and Mary Dale W. Smith a/k/a Mary Dale Woodbery Joyce, who is/are personally known to me or who has produced Drivers License as identification.



Debra Ann Parker
Notary Public
Print Name: Debra Ann Parker
My Commission Expires: 9/7/18

ATTACHED TO AND PART OF THAT CERTAIN WARRANTY DEED FROM: William Potter Woodbery, III; Sarah Woodbery; Susan Day; Mary Dale W. Smith a/k/a Mary Dale Woodbery Joyce; John E. Woodbery and Diana Behm Woodbery a/k/a Diana B. Woodbery, as grantor, to EULACE BRYAN BAXLEY, as grantee:

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Witness
Signature: X [Signature]
Print Name: Kevin Bain

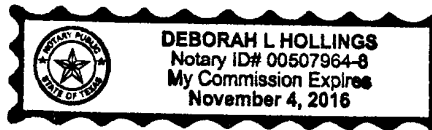
[Signature]
SARAH WOODBERY

Witness
Signature: X [Signature]
Print Name: Deborah L. Hollings

State of TEXAS
County of * Dallas

THE FOREGOING INSTRUMENT was acknowledged before me on October 17th, 2016, by: SARAH WOODBERY, who is personally known to me or who has produced DRIVER LICENSE as identification and who has taken an oath.

* [Signature]
Notary Public



Notary Seal X

ATTACHED TO AND PART OF THAT CERTAIN WARRANTY DEED FROM: William Potter Woodbery, III; Sarah Woodbery; Susan Day; Mary Dale W. Smith a/k/a Mary Dale Woodbery Joyce; John E. Woodbery and Diana Behm Woodbery a/k/a Diana B. Woodbery, as grantor, to EULACE BRYAN BAXLEY, as grantee:

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Witness
Signature: *Brenda MacLonnachie*
Print Name: Brenda MacLonnachie

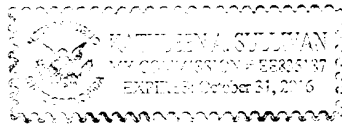
Susan Day
SUSAN DAY

Witness
Signature: *Kathleen A. Sullivan*
Print Name: Kathleen A. Sullivan

State of FLORIDA
County of * BREVARD

THE FOREGOING INSTRUMENT was acknowledged before me on October * 18, 2016, by:
SUSAN DAY, ~~who is personally known to me or~~ who has produced DRIVER LICENSE as identification and who has taken an oath.

Kathleen A. Sullivan
Notary Public



Notary Seal *

ATTACHED TO AND PART OF THAT CERTAIN WARRANTY DEED FROM: William Potter Woodbery, III; Sarah Woodbery; Susan Day; Mary Dale W. Smith a/k/a Mary Dale Woodbery Joyce; John E. Woodbery and Diana Behm Woodbery a/k/a Diana B. Woodbery, as grantor, to EULACE BRYAN BAXLEY, as grantee:

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Witness
Signature: X [Handwritten Signature]

Print Name: Kurtis Dane

Witness
Signature: X [Handwritten Signature]

Print Name: Jesse Smith

● [Handwritten Signature: John E. Woodbery]
JOHN E. WOODBERY

● [Handwritten Signature: Diana Behm Woodbery]
DIANA BEHM WOODBERY

State of WASHINGTON
County of KING

THE FOREGOING INSTRUMENT was acknowledged before me on October 18th, 2016, by:
JOHN E. WOODBERY AND DIANA BEHM WOODBERY, who are personally known to me or who have produced
DRIVER LICENSE as identification and who has taken an oath.

[Handwritten Signature: William C. Ruthford]
Notary Public

Notary Seal ✶

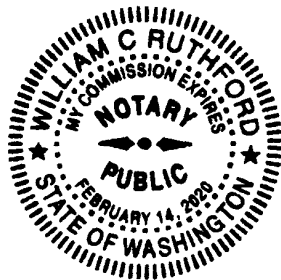


Exhibit "A"

Parcel A:

All that part of the Southwest Quarter of Section 15, Township 3 North, Range 2 West, which lies Southwest of the Public Road.

Less and Except any portion of Parcel A in OR Book 388/1094 that extends into Section 15. Also less any portion of the SW 1/4 in Section 15 South of the Road described in OR Book 643/793 and OR Book 667/661. Less and except any portion lying in the lands described in that instrument recorded in Official Records book 795, page 45, Public Records of Gadsden County, Florida.

Parcel B:

So much of the Northeast 1/4 of the Northwest 1/4 of Section 22, Township 3 North, Range 2 West, that lies North of State Road 159-A and South and West of a line that commences from a point on the boundary line dividing Section 15 and 16, Township 3 North; Range 2 West, that lies 6 chains (396 feet) South of the Northwest corner of the Southwest 1/4 of Section 15, Township 3 North, Range 2 West, and goes South 42 degrees East a certain distance to the North right-of-way boundary of State Road 159-A.

Parcel C:

The NW 1/4 of the NW 1/4 of Section 22, Township 3 North, Range 2 West.

Less lands in OR Book 331/1111; OR Book 710/1666 and Parcel B in OR Book 388/1094 and less State Rd Right of Way. Less and except any portion lying in the lands described in that instrument recorded in Official Records book 795, page 45, Public Records of Gadsden County, Florida.

All lands lying in Gadsden County, Florida.

File Number: 16-9162

Legal Description with Non Homestead



AUTHORIZATION TO REPRESENT

If the applicant is not the property owner an 'Authorization to Represent' is required.

This letter serves as notice that on this date: February 23, 2021, 20²¹

I/We, FL Solar D1, LLC
(Print name of property owner(s) and/or entity & authorized representative)

Hereby give authorization to,

Florida Environmental and Land Services, Inc. - Elva Peppers

(Print name of authorized representative or entity. Print the name of all individuals representing the entity)

850-385-6255

elvapeppers@felsi.org

Telephone number

E-mail Address

To apply for an Site Plan Class II, Type II
application(s) and all necessary permits as part of the Gadsden County, Florida review process from the Gadsden County Building & Planning & Department for the property described below:

2-15-3N-2W-0000-00333-0000

(Parcel identification number)

(E911 address)

(Signature of property owner or entity & representative)

Samir Verstyn

(Print name of property owner and/or entity)

State of Florida Miami-Dade
County of ~~Gadsden~~

The foregoing instrument was acknowledged before me this 23 day of February, 20²¹
by Samir Verstyn who is personally known to me/or has produced
Personally known as identification and did not take an oath.

Isis Pellon
Notary Signature

Isis Pellon
Notary Name Printed

Notary Seal



ISIS PELLON
Commission # GG 201571
Expires July 29, 2022
Bonded Thru Budget Notary Services



MEMORANDUM

To: Gadsden County Growth Management Planning Division

From: Kelsey Riley
Kimley-Horn and Associates, Inc.

Date: February 23, 2021

Subject: Proposed FL Solar D1 Site – Gadsden County Transportation Concurrency Assessment

On behalf of Talquin Electric, FL Solar D1, LLC (Origis) is proposing to construct a 4 MW photovoltaic solar energy generation facility on approximately 15 acres within an approximately 36-acre parcel located in Gadsden County, Florida. The proposed solar energy generation facility is located north of Hinson on the north side of County Road 159A, immediately east of Ames Barineau Road. The ITE Trip Generation Manual 10th Edition does not provide an estimate for trips generated by a small-scale solar energy generation facility. Therefore, as an alternative, information from Origis on the operations of similarly sized solar facilities has been used as an alternative. Based on similar sites owned and operated by Origis, a solar site of this size is expected to produce a maximum of 2 trips per week (1 roundtrip).

County Road 159A is not part of the concurrency network utilized by Gadsden County and it is not anticipated that this site will generate peak hour trips. Through coordination with the County it was determined a segment analysis is not required for this site.

Based on the limited number of trips anticipated to be generated by this proposed solar facility, the proposed development is not expected to have adverse impacts to the existing roadway facilities.

LEASE AND EASEMENT AGREEMENT

BY AND BETWEEN

EULACE BRYAN BAXLEY (“OWNER”)

AND

FL SOLAR D-1, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“OPERATOR”)

DATED: OCTOBER 16, 2020

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LEASE AND EASEMENT AGREEMENT

1. **Parties; Condition Precedent.** This Lease and Easement Agreement (“**Agreement**”) is made by and between **Eulace Bryan Baxley** (“**Owner**”) and **FL Solar D-1, LLC**, a Delaware limited liability company (“**Operator**”) as of October 16, 2020 (the “**Effective Date**”). Owner and Operator are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”.

2. **Project.** This Agreement relates to the solar-powered electrical power generation project known as “FL Solar D-1, LLC” to be located in Gadsden County, Florida (“**Project**”), which may be wholly or partially located on the land more particularly described on Exhibit A, attached to this Agreement (“**Land**”) and covered by the Lease referenced in Section 3. This Agreement also includes (i) the Easements referenced in Section 4 that are located on the Land, and (ii) the Improvements referenced in Section 7 to be constructed on the Land. The Lease, Easements, Improvements and any other right, title or interest of Operator in the Land are sometimes collectively referred to as the “**Operator Property**”.

3. **Grant of Lease.** Upon the Lease Commencement Date pursuant to Section 5.2, Owner leases to Operator, and Operator leases from Owner, for the Lease Term referenced in Section 5, that portion of the Land depicted on and legally described in Exhibit B, attached to this Agreement (hereinafter the “**Leased Land**”), together with all rights and appurtenances relating thereto (including the Mineral Estate described in Section 8.3) in accordance with the terms and conditions of this Agreement. Operator’s leasehold estate in the Leased Land is sometimes referred to as the “**Lease**”.

4. **Grant of Easements.** In addition to the Lease and the right of use and possession given to Operator thereby, Owner grants to Operator, and Operator accepts from Owner, for the Lease Term referenced in Section 5.1, and each Extended Lease Term referenced in Section 5.4, if applicable, the following irrevocable easements over, under and across the Land in accordance with the terms and conditions of this Agreement. The easements, restrictions, benefits, obligations and rights granted or reserved hereunder shall create benefits and servitudes running with the land for the benefit of the Leased Land, and any owner, lessee or mortgagee of any portion thereof. The terms, conditions and covenants of this Agreement shall bind and inure to the benefit of the Operator and its respective successors, assigns, lessees, grantees, sub-tenants, invitees, licensees, mortgagees, and all other subsequent owners of any portion of the property affected by this Agreement. The foregoing easements located on the Land are collectively referred to as the “**Easements**”.

4.1 **Access Easement.** Owner grants to Operator an easement for vehicular and pedestrian ingress and egress over, across and along that portion of the Land depicted on and legally described in Exhibit B-1, attached to this Agreement by means of any existing roads or lanes thereon, or otherwise by such route or routes as Operator or Owner may construct from time to time.

4.2 **Weather Meter Easement.** Owner grants to Operator an exclusive easement for the construction, installation, maintenance, use, operation, expansion, repair, replacement, relocation or removal of one or more Weather Meters (as defined in Section 7.4) on that portion of the Land depicted on and legally described in Exhibit B-1.

4.3 **Effects Easement.** Owner grants to Operator an easement over that portion of the Land depicted on and legally described in Exhibit B-1 (“**Owner’s Property**”) for audio, visual, view, light, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner’s Property (“**Effects Easement**”).

4.4 **Sun Non-Obstruction Easement.** Owner grants to Operator an exclusive easement, for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Leased Land. Owner shall not interfere, or permit any other party to interfere with the free, unobstructed and natural sunlight over and across the Leased Land, whether by constructing buildings or other structures or, by planting trees, or by engaging in any other activity on the Land or on Owner’s Property that might, in the sole opinion of Operator, cause a decrease in the output or efficiency of the Solar Facilities (as defined in Section 7.1) located on the Leased Land. Without

limitation of the foregoing, Owner agrees not to construct or erect any building or structure on the Land higher than twenty-five (25) feet, without the prior written approval of Operator, which approval shall not be unreasonably withheld by Operator.

4.5 **Telecommunication Easement**. Owner grants to Operator an easement for the construction, installation, maintenance, use, operation, expansion, repair, replacement, relocation or removal of Telecommunication Facilities (as defined in Section 7.5) on, over, across, along and under that portion of the Land depicted on and legally described in Exhibit B-1.

4.6 **Substation Easement**. Owner grants to Operator an exclusive easement for the construction, installation, maintenance, use, operation, expansion, repair, replacement, relocation or removal of one or more Substations (as defined in Section 7.3) located on that portion of the Land depicted on and legally described in Exhibit B-1.

4.7 **Transmission Facilities Easement**. Owner grants to Operator an exclusive easement for the construction, installation, maintenance, use, operation, expansion, repair, replacement, relocation and removal of Transmission Facilities (as defined in Section 7.2) on, over, across, along and under that portion of the Land depicted on and legally described in Exhibit B-1. In addition, Owner covenants and agrees to cooperate with Operator, and to negotiate in good faith with Operator, to provide Operator with an easement on that portion of Owner's Property that is reasonably required to provide access for its Transmission Facilities to the nearest public roadway and/or Project interconnection point as needed.

4.8 **Easements to Transmission Service Provider**. Owner shall cooperate with the transmission and/or distribution service provider ("TSP") that Operator is working with for the Project if it becomes necessary for the Owner to grant easements for Access, Transmission, and/or Telecommunication on the Land for the benefit of the TSP and the Project. Owner shall grant such easements provided that such easements do not materially and adversely affect the Owner's remaining use of the Leased Land.

4.9 **Relocation of Easements**. The exact locations and routes of the Access, Transmission, Weather Meter, Telecommunication and other Easements referenced in this Section 4 may not be determined until the Lease Commencement Date (referenced in Section 5.2), and Owner and Operator acknowledge and agree that the locations and routes of such Easements may be relocated or rerouted by Operator, at any time during the Term of this Agreement, so long as the nature and extent of any such relocated or rerouted Easements are not materially different and impose no greater burden on the Land than the original locations or routes, and so long as Operator takes appropriate actions to minimize any disruption or inconvenience to Owner and the uses of the Leased Land reserved to Owner in Section 9.2. Operator agrees to provide Owner an "as built" survey of any such relocated or rerouted Easements.

4.10 **Clarification of Easements and Uses**. Notwithstanding anything to the contrary contained in this Section 4, each Easement granted by Owner herein is intended to burden that portion of the Land (and Owner's Property where expressly indicated) that is not ultimately being leased hereunder, and to benefit the Leased Property.

5. **Term**. The term of this Agreement ("**Term**"); the Lease Term referenced in Section 5.1; and the Easement Term referenced in Section 5.5.

5.1 **Lease Term**. The term of the Lease referenced in Section 3 ("**Lease Term**") includes the Initial Lease Term referenced in Section 5.2 and each Extended Lease Term referenced in Section 5.4.

5.2 **Initial Lease Term**. The initial term of the Lease ("**Initial Lease Term**") shall commence on October 16, 2020 ("**Lease Commencement Date**"). The Initial Lease Term shall end, subject to the Operator's right to extend as set forth in Section 5.4, twenty-five (25) years after the date when all of the Improvements (as those terms are defined in Section 7) required for the Project have been constructed and installed and the entire Project has achieved the status of a commercially operable solar electrical generation facility ("**Project Operation Commencement Date**"). Operator shall give Owner written notice of the Project Operation Commencement Date after the occurrence thereof.

5.3 **Delays During Initial Lease Term.** At Operator’s option, the Lease Term may be extended for a period of time equal to any period of time during the Lease Term that the operation of the Project is delayed because of the occurrence of a Regulatory Suspension or Force Majeure, which are defined as follows:

5.3.1. **“Regulatory Suspension”** shall mean the enactment or application of any law, order, rule, or regulation of the Florida Public Service Commission, Federal Energy Regulatory Commission, or other local, state, or federal government authority having jurisdiction over the Project or Operator, or the failure of any such governmental authority to issue an approval or permit pursuant to any such law, order, rule, or regulation, which results in the delay, interruption, or suspension of the production, sale or transmission and/or distribution of electricity from the Solar Facilities;

5.3.2. **“Force Majeure”** shall mean causes beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure, including but not limited to acts of God, labor unrest (including, but not limited to, slowdowns, picketing, boycotts or strikes), flood, earthquake, storm, fire, lightning, explosion, power failure or power surge, vandalism, theft, the cutting of power, transmission, distribution or other lines, wires or cables to the Project by persons other than Project employees, epidemic, war, revolution, riot, civil disturbance, sabotage, change in law or applicable regulation subsequent to the Project Operation Commencement Date and action or inaction by any federal, state or local legislative, executive, administrative or judicial agency or body which in any of the foregoing cases, by exercise of due foresight such Party could not reasonably have expected to avoid, and which, by the exercise of due diligence, it is unable to overcome.

5.3.3. **Notice of Force Majeure or Regulatory Suspension.** The Parties shall be excused from performing their respective obligations under this Agreement and shall not be liable in damages or otherwise if and to the extent that they are unable to so perform or are prevented from performing by a Force Majeure or Regulatory Suspension event, provided that: (i) the non-performing Party, as promptly as practicable after the occurrence of the Force Majeure, but in no event later than thirty (30) days thereafter, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure; (iii) the non-performing Party uses good faith and commercially reasonable efforts to remedy its inability to perform; and (iv) as soon as the non-performing Party is able to resume performance of its obligations excused as a result of the occurrence, each party shall give prompt written notification thereof to the other Party. Upon giving the notice of the commencement of a Regulatory Suspension or Force Majeure event and so long as the event is in effect, the non-performing Party shall be excused from performance of any and all of its obligations under this Lease, including without limitation any Annual Installment Payments that may otherwise arise under this Agreement and the non-performing Party shall not be liable in damages or otherwise if and to the extent that it is unable to so perform or is prevented from performing by a Force Majeure or a Regulatory Suspension.

5.4 **Extended Lease Terms.** Operator shall have the additional right and option to extend the term of this Lease and Easement Term for two 5-year periods (each an **“Extended Lease Term”**). The first Extended Lease Term shall commence on the day following the expiration of the Initial Lease Term. The second Extended Lease Term shall commence on the day following the expiration of the first Extended Lease Term. The Operator may exercise its option for an Extended Lease Term by providing written notice to Owner of its intent to extend such Extended Lease Term at any time prior to the expiration of the Term then in effect. If Operator extends the Term of the Lease, Operator agrees to pay Owner the amounts set forth in Exhibit C as consideration for the Lease and Easements and Operator’s other rights and interests in the Operator Property.

5.5 **Easement Term.** The term of the Easements referenced in Section 4 (**“Easement Term”**) and the effective date thereof shall commence on the Lease Commencement Date referenced in Section 5.2, and shall continue and remain in effect during the Lease Term, and each Extended Lease Term, if applicable.

5.6 **Termination.** For purposes of this Agreement, the term “PPA” shall mean that certain Agreement for the Purchase of Solar Capacity, Energy and Environmental Attributes between Owner and Seminole Electric Cooperative, Inc. dated December 18, 2019. Notwithstanding anything in this agreement to the contrary, if the Commercial Operation Date (as that term is defined in the PPA) has not occurred by May 15, 2022, as extended under the PPA, then either Owner or Operator shall have the right to terminate this agreement effective thirty (30) days after written notice of such termination to the other party. However, the termination of the PPA occurring subsequent to the Commercial Operation Date shall not affect the Term of this Lease or any Extended Lease Term. Further, if

Operator determines to terminate the PPA in accordance with Section 3.4 thereof, Operator shall have the right to terminate this Agreement effective thirty (30) days after written notice of such termination to the other party.

6. **Payments.** Operator agrees to pay Owner the amounts set forth in Exhibit C (which amounts, together with any other amounts to be paid by Operator under this Agreement shall be referred to hereinafter as “**Payments**”) as consideration for the Lease and Easements and Operator’s other rights and interests in the Operator Property. Any sales or use taxes payable with respect to any payments due hereunder, including sales tax, if any, on ad valorem taxes paid by Operator, shall be paid by Operator.

7. **Improvements.** Operator shall have the right, at its sole cost and expense, to construct, install, maintain, use, operate, expand, repair, replace, relocate and remove all facilities, structures, equipment, machinery, wires, conduit, cables, poles, fencing, materials and property of every kind and character required for the construction and operation of the Project on the Leased Land, and as otherwise authorized by the Easements on the Land, including, but not limited to, the Solar Facilities, Transmission Facilities, Substations, Weather Meters, Telecommunication Facilities and Roadway Improvements referenced in Sections 7.1 through 7.6 (collectively, the “**Improvements**”).

7.1 **“Solar Facilities”** shall mean any photovoltaic energy system designed for the generation of electrical power from the collection of sunlight, including without limitation, the photovoltaic panels, foundations, support structures/tracking system, pad-mount transformers, power inverter units, electrical collection system (including on-site substation), and directly related equipment.

7.2 **“Transmission Facilities”** shall mean all Improvements whose purpose is to deliver electrical power generated and collected by the Solar Facilities to an electrical power grid or other system, including without limitation, transformers and overhead and underground electrical transmission and/or distribution lines and interconnection facilities.

7.3 **“Substations”** shall mean electrical lines, meters, monitoring and control equipment, switches, transformers, batteries and other devices for storage of electrical energy, all structures, equipment, enclosures, fencing, security devices, and other electrical and communications equipment necessary to condition and increase the voltage of electricity generated by the Solar Facilities to make it suitable for transmission on, and to deliver it to, Transmission Facilities connected to an electric power grid or other system.

7.4 **“Weather Meters”** shall mean instruments used primarily to gather and transmit solar irradiance and meteorological data relating to the Project, and includes the instrument’s foundations, guy wires, data acquisition equipment, power source, and any required data and electrical transmission and/or distribution lines.

7.5 **“Telecommunication Facilities”** shall mean all Improvements whose purpose is to provide telecommunication services solely relating to the Project or any of Operator’s solar powered projects, including telephone, closed-circuit television, microwave, internet, computer data and other telecommunication services.

7.6 **“Roadway Improvements”** shall mean all Improvements that may be necessary to construct, maintain and repair any new and existing roadways and other means of ingress and egress over, across and along the Leased Land, including paving or surfacing of the roadways with asphalt, caliche or other roadway materials, and the construction and installation of culverts, bridges, drainage ditches, gates, cattle guards and similar structures and facilities.

7.7 **Ownership of Improvements.** Except when Operator has exercised its remedies under Section 16 in connection with a default under this Agreement, all Improvements shall at all times remain the property of Operator, and Owner shall have no right, title or interest therein. Except when Operator has exercised its remedies under Section 16 in connection with a default under this Agreement, all Improvements constructed or placed on the Leased Land by Operator during the Term of this Agreement may be replaced, relocated, removed, added to or expanded upon by Operator at any time during the Term of this Agreement. Nothing in this Section 7.7 shall be deemed to release Operator from its obligations under Section 9 of this Agreement.

7.8 **Construction Liens.** Operator hereby indemnifies and agrees to hold Owner and the Land free, clear and harmless of and from all mechanics' liens and claims of liens and all other liability, claims and demands, including attorneys' fees, for amounts owed by Operator for construction of the Improvements. If at any time during the Lease Term, any lien or claim for lien of a mechanic, materialman or laborer shall be filed against the Land or any part thereof for any work, labor, or materials furnished or claimed to have been furnished to, or pursuant to agreement with Operator, any agent or subtenant of Operator, or any agent, subtenant, contractor, or subcontractor of any of them (such work, labor, or materials being "**Lessee's Work**"), Operator shall, at Operator's cost, within ninety (90) days after the filing thereof and notice of such filing, either (a) cause the lien to be discharged of record or transferred from the Land by payment, deposit, bond, order of court of competent jurisdiction, appropriate legal proceedings or otherwise; or (b) cause a title insurer of national recognition to insure Owner without exception for loss or damage to Owner's interest in the Land that may be occasioned by such lien; or (c) deposit with a Mortgagee or Owner cash, a letter of credit, a surety bond or other reasonable security in an amount at least equal to one hundred percent (100%) of such lien. If any action or proceeding is brought against Owner or any agent of Owner in connection with any Lessee's Work or any lien or claim for lien for any Lessee's Work, Operator either shall, at its cost, defend the same on behalf of Owner or any such agent, as the case may be, to the extent allowed by law, and to pay the amount of any award or judgment made in such action or proceeding, prior to the issuance of any execution against Owner or the Land, or both, to satisfy such award or judgment. OPERATOR IS NOT THE AGENT OF OWNER FOR THE CONSTRUCTION, ALTERATION, OR REPAIR OF ANY BUILDINGS OR IMPROVEMENTS ON THE LAND BY OPERATOR DURING THE TERM OF THIS LEASE, AND ALL CONTRACTORS, MATERIALMEN, MECHANICS, AND LABORERS ARE HEREBY CHARGED WITH NOTICE THAT THEY MUST LOOK TO OPERATOR ONLY FOR THE PAYMENT OF ANY CHARGE FOR WORK DONE OR MATERIALS FURNISHED ON THE LAND DURING THE TERM OF THIS LEASE.

7.9 **Location of Improvements.** Notwithstanding any references or depictions of the proposed location of all or part of the Improvements on the attached Exhibit A and Exhibit B, the exact location of the Improvements may not be determined until the completion of Operator's inspection, testing, studying, and survey of the Land prior to the Lease Commencement Date. Following construction of the Project, Operator shall provide Owner an "as-built" survey of all Improvements on the Land, which shall serve as Exhibit B-2 to this Agreement.

7.10 **Removal of Improvements.** No later than the earlier of ninety (90) days after expiration or termination of the Lease Term, Operator shall remove all of the Improvements on the Land (other than the Roadway Improvements) and restore the Leased Land substantially to its original condition that existed before Operator constructed its Improvements, except for the Roadway Improvements, all at Operator's sole cost and expense. Such removal by Operator shall include any subsurface Improvements located within one (1) foot of the surface of the Leased Land or three (3) feet on cultivated land.

7.11 **Performance of Work.** All work performed by Operator in connection with the Improvements at the Land shall be done in a good and workmanlike manner and in compliance with all applicable laws, rules, and regulations. Operator shall cause any general contractor performing material work at the Land to name Owner as an additional insured on such general contractor's liability insurance. Operator agrees that it shall be solely responsible for all stormwater runoff and drainage, both on-site and off-site, from the use and operation of the Operator Property and all buildings, structures, and improvements now or hereafter constructed thereon and shall be solely responsible for providing, at Operator's cost and expense, any and all on-site or off-site retention or detention as may be required from time-to-time by any governmental regulatory authorities or as otherwise provided in this Agreement. Operator also agrees that it shall be solely responsible for obtaining, at Operator's sole cost and expense, any and all necessary governmental or other regulatory authority approvals or permits relating to the Improvements.

8. **Owner Representations & Warranties.**

8.1 **Ownership & Authority.** Except as set forth in the title commitment obtained by Operator (the "**Title Commitment**") and the matters disclosed on that survey obtained by Operator (the "**Survey**"), Owner represents and warrants that it is the holder of fee simple title to all of the Land, and has the right, without the joinder of any other party, to enter into this Agreement and grant Operator the Lease and Easements in accordance with the

terms of this Agreement. To Owner's actual knowledge, Owner is not the subject of any bankruptcy, insolvency or probate proceedings.

8.2 **Other Agreements.** Except as set forth in the Title Commitment or the Survey, Owner represents and warrants that the Land is not subject to any other agreements, options, rights of first refusal or other prior right of any party to purchase, lease or acquire easements in the Land, or create any prior claim or right that would preclude or interfere with Operator's rights and interests under this Agreement and the Lease and Easements.

8.3 **Minerals.** Unless otherwise disclosed to Operator at the time of the execution of this Agreement in the Title Commitment or the Survey, Owner owns all of oil, gas, and other minerals in and under the Land (the "**Mineral Estate**").

8.4 **Owner Mortgage.**

8.4.1. Owner represents and warrants that if there is one or more deeds of trust or mortgages encumbering the Land, as of the reference date of this Agreement, (each, an "**Owner Mortgage**"), then Owner agrees to make all payments under each such Owner Mortgage when due. In the event that Owner receives from the Mortgagee of any such Owner Mortgage any notice that payments under such Owner Mortgage are overdue, Owner shall so notify Operator and each Operator Mortgagee by sending a copy of such notice to Operator within the earlier of (i) five (5) days of receipt, and (ii) three (3) business days prior to the date by which a default under or in respect of such prior Mortgage could occur. If Operator or any Operator Mortgagee determines that it would be in Operator's interest to make such overdue payments under such Owner Mortgage on Owner's behalf, whether as a result of receiving such notice or otherwise, Operator shall have the right to make such payments and to credit the payments so made against the Payment next due under the Agreement.

8.4.2. Owner shall deliver to Operator an executed and duly acknowledged Subordination, Non-Disturbance and Attornment Agreement ("**SNDA**"), to be prepared and provided by Operator, from each mortgagee of each Owner Mortgage pursuant to which such mortgagee agrees, among other things, not to disturb Operator's possession and use of the Land. Operator shall, at its sole cost and expense, record each such SNDA in the Official Records of the County in which the Land is located. In the event Owner has failed to deliver a SNDA from each holder of an Owner Mortgage, Operator may, at its sole option, either (i) terminate this Agreement immediately upon written notice to Owner, or (ii) take such action as it deems reasonably necessary to effect the rights granted to Operator hereunder, and off-set all amounts expended in such efforts against the Payments and any other amounts due hereunder or in respect hereof.

8.5 **Physical Condition.** There are no existing physical conditions of the Land which constitute a violation of any currently applicable governmental law, ordinance, order, rule or regulation.

8.6 **Legal Restrictions.** Without having made any specific investigation thereof, and without undertaking to do so, Owner has no actual knowledge of any law, regulation, ordinance or order of any local, state or federal governmental authority or any other restriction which would prohibit or significantly restrict Operator's development of the Land pursuant to this Agreement. This Agreement does not violate any contract, agreement, instrument, judgment or order to which Owner is a party or which affects the Land. The Land is currently in full and complete compliance with all governmental laws, ordinances, orders, rules and regulations applicable to the Land.

8.7 **No Litigation.** Owner represents and warrants that no litigation is pending and, to the best of Owner's actual knowledge, no litigation or administrative actions are proposed, threatened or anticipated with respect to any matter affecting the Land. If Owner learns of any litigation or administrative action proposed, threatened or instituted with respect to the Land, Owner shall give Operator prompt notice thereof.

8.8 **Payment Allocation Schedule.** Owner represents and warrants that all Payments to Owner shall be made based upon the schedule referenced in the attached Exhibit C.

8.9 **Survival.** The Owner's representations and warranties are hereby reaffirmed as of the Commencement Date of the Lease.

8.10 **Actual Knowledge of Owner.** The term “actual knowledge” set forth in this Section 8, shall have the meaning set forth in Section 13.5.

9. **Use, Operation & Maintenance.**

9.1 **Exclusive Use by Operator.** Subject to the limitations in Section 9.3, Operator shall have the exclusive right (i) to use and possess the Operator Property in connection with solar-powered electrical power generation projects; (ii) to use and convert all of the solar resources on the Leased Land; and (iii) to undertake such other activities on the Land that may be related to solar-powered electrical power generation projects, including, without limitation, the storage of towers, materials and equipment during the installation and construction of the Solar Facilities and other Improvements; (iii) development and operation of communications systems; and (iv) site tours of the Project for visitors and other interested parties.

9.2 **Uses Reserved by Owner.** Owner expressly reserves the right to use the Land, other than the Leased Land, for all other purposes not expressly granted to Operator under this Agreement. Such uses by Owner shall include, but are not limited to, the joint use of the roadways now or hereafter located on the Access Easement, subject to the following conditions, requirements and limitations:

9.2.1. **Oil & Gas Exploration and Production.** Owner shall not permit any oil and gas exploration and production within the fenced area of the Project. Owner agrees to provide Operator during the term of this Agreement with current information concerning the status and location of all oil and gas exploration and production activities on the Land. Any new oil and gas leases or renewals and/or extensions of existing oil and gas leases, options to lease, seismic permits, or any other agreement made by Owner with a third party in search of oil, gas or other minerals shall be made subject to the terms and conditions hereof and shall be inferior and subordinate to the rights created under this Agreement and this Agreement shall be dominant and superior to the Mineral Estate. All such agreements entered into by Owner shall include a surface use agreement between Operator and such third party, and shall contain among other things, provisions for restrictions on exploration activities and appropriate indemnification provisions as well as joint maintenance of roads, setback provisions from the Improvements, as well as any other provisions Operator deems necessary to prevent the oil and gas exploration and production activities and related activities from interfering with the Project or Operator’s use of the Land.

9.2.2. **Ranching & Agricultural Uses.** Owner and Operator agree to cooperate with each other in a manner that will allow Owner to continue the current ranching and agricultural uses of the Land, outside of the Leased Land, in a manner that does not unreasonably interfere with Operator’s use of the Land.

9.2.3. **Hunting & Other Recreational Uses.** Owner shall not permit any hunting and other recreational uses of the Operator Property within the fenced area of the Project. Outside of the fenced area of the Project, Owner and Operator agree to cooperate with each other in a manner that will allow Owner to use the Land for hunting and other recreational purposes in a manner that does not unreasonably interfere with Operator’s use of the Land.

9.3 **Permits & Approvals.** Operator shall be responsible, at its sole cost and expense, for obtaining any governmental permits and approvals necessary for the construction and operation of the Project and the construction and operation of the Improvements. Owner shall cooperate at Operator’s cost with Operator as reasonably necessary to obtain any governmental or utility approvals or permits, provided that Operator shall reimburse Owner for all its out-of-pocket expenses directly incurred in connection with such cooperation.

9.4 **Compliance with Laws.** Operator shall comply in all material respects with valid laws applicable to the Land and the Operator Property. Operator shall have the right, in its sole discretion and at its sole expense, in Operator’s name or Owner’s name, to contest the validity or applicability to the Land and the Operator Property of any law, ordinance, statute, order, regulation, property assessment or the like made by any governmental agency or entity. Operator shall control any such contest and Owner shall cooperate at Operator’s cost with Operator in every reasonable way in such contest, at no out-of-pocket expense to Owner.

9.5 **Care & Appearance.** Operator shall maintain during the Lease Term, the Land and the Improvements in good order and repair and in a neat, clean and presentable condition. Operator shall not willfully or negligently damage or destroy the Leased Land and shall keep the Leased Land clean and free of debris created by Operator, its contractors, or others brought on to the Land by Operator. Operator shall not use the Land for storage, except for materials, construction equipment and vehicles directly associated with construction or maintenance of the Improvements on the Land or adjacent properties that are part of the Project.

9.6 **No Interference.** Subject to other provisions contained within this Agreement and provided that Operator is not otherwise in default as a result of an Operator Payment Default pursuant to Section 16.1. Owner covenants and agrees that neither Owner nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Operator of its rights granted by this Agreement; (ii) take any action which will interfere with or impair the availability, accessibility, frequency, sunlight over and above the Land; (iii) take any action which will in any way interfere with or impair the transmission and/or distribution of electric, electromagnetic or other forms of energy to or from the Land; or (iv) take any action which will interfere with or impair Operator's access to the Land and the Operator Property for the purposes specified in this Agreement.

9.7 **Fences, Gates & Cattle Guards.** At Owner's request, Operator shall repair or replace any fences, gates or cattle guards damaged or removed in connection with Operator's activities on the Land with comparable quality. Fences removed from the Land by Operator, if replaced, shall be rebuilt by Operator at its expense in mutually agreeable locations. Once completed, all such replacement fences, gates and cattle guards shall be owned and maintained by Owner. To minimize the need for temporary fencing, Owner will cooperate with Operator to avoid pasturing animals on or near the Improvements during periods of construction, maintenance or removal activity by Operator.

9.8 **Water.** Operator may, at its option, use water from Owner's existing wells located on the Land. To the extent allowed by law, Operator may construct its own water wells upon the Land; in which event Operator shall not be charged for the use of the water, but Operator shall allow Owner to use water from such wells at no cost to Owner, but only to the extent such wells produce water in excess of Operator's needs for the Project. Upon termination of this Agreement and request by Owner, Operator shall disassemble any water wells that it has constructed and cause such area of the Land to be returned to its approximate original condition as existed before the installation of Operator's water wells, all at Operator's sole cost and expense, and all in accordance with Section 7.10.

10. **Taxes.**

10.1 **Owner's Taxes.** Owner covenants and agrees to pay prior to delinquency all real and personal property and other taxes, general and special assessments, and other charges of every description ("**Taxes**") levied or assessed against the Land and all improvements thereon, other than Operator's Taxes referenced in Section 10.2 ("**Owner's Taxes**").

10.2 **Operator's Taxes.** During the Lease Term subject to timely receipt from Owner of the relevant statement for Taxes pursuant to this Section 10.2, Operator shall pay to Owner prior to delinquency, (a) the amount of any Taxes levied against the Land attributable to the taxable value of the Operator Property in excess of the amount of Taxes owed by the Owner on the Land had there been no Operator Property installed, but in no event shall such amount of Taxes payable by the Operator under this clause (a) exceed \$1,820 annually, and (b) any personal property taxes on the Improvements made by Operator ("**Operator's Taxes**"). Operator shall not be responsible for Taxes attributable to improvements installed by Owner or others on the Land. Owner shall submit the annual statement for Taxes to Operator within thirty (30) days after the date Owner receives the written statement from the taxing authority. Operator may elect to have the statement for Taxes sent directly to Operator or Operator may obtain the statement for Taxes from the tax collector website for the county where the Land is located. Operator shall pay all Operator's Taxes to the appropriate taxing authority prior to delinquency, and Owner shall pay the Owner's Taxes prior to delinquency (or Operator may offset such amount against the Payments). If Operator receives such statement directly, Operator shall submit a copy of the statement for Taxes to Owner within thirty (30) days after the date Operator receives the statement from the taxing authority.

10.3 **Failure to Pay.** In the event of the failure of either Party to pay their part of the Taxes prior to delinquency, the non-defaulting Party shall have the right to cure such default by payment of those Taxes and any penalties or interest on such Taxes which are due, and to add or deduct, as the case may be, such amounts to the other Payments due under this Agreement.

10.4 **Operator's Right to Contest.** Operator may contest the legal validity or amount of any such Taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers necessary, provided that Operator shall bear all expenses in pursuing such contest or proceeding. With respect to any Taxes which may constitute a lien on the Land, Operator shall promptly pay such Taxes unless the proceeding in which it contests such Taxes shall operate to prevent or stay the collection of the Taxes so contested or unless Operator removes any such lien by bonding or otherwise. Owner agrees to reasonably cooperate at Operator's cost with Operator in contesting the validity or amount of any such Taxes, including joining in the signing of any reasonable protests or pleading which Operator may deem advisable to file; provided, however, that Operator shall reimburse Owner for its out-of-pocket expenses, including reasonable attorneys' fees incurred in connection with providing such assistance.

11. **Mortgage of Operator Property.**

11.1 **Right to Mortgage.** Operator may, upon notice to Owner, but without Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of Operator's interest in the Operator Property. These various security interests in all or a part of the Operator Property are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee**". Any such Mortgagee shall use the Operator Property only for the uses permitted under this Agreement. Whenever Operator has mortgaged an interest under this Section 11, it will give notice of the Mortgage (including the address of the Mortgagee for notice purposes) to Owner; provided that failure to give this notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner with respect to such Mortgage until notice is given.

11.2 **Notice of Default & Opportunity to Cure.** As a precondition to exercising any rights or remedies related to any alleged default by Operator under this Agreement, Owner shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Operator, specifying in detail the alleged event of default and the required remedy. Each Mortgagee shall have the same right to cure any default as Operator, and/or the same right to remove any Improvements or other property owned by Operator or such Mortgagee located on the Land. The cure period for any Mortgagee shall be the later of (i) the end of the Operator cure period; (ii) thirty (30) days after such Mortgagee's receipt of the default notice; or (iii) if applicable, the extended cure period provided for in Section 11.3. Failure by Owner to give a Mortgagee notice of default shall not diminish Owner's rights against Operator, but shall preserve all rights of the Mortgagee to cure any default and to remove any Improvements or other property of Operator or the Mortgagee located on the Land.

11.3 **Extended Cure Period.** If any default by Operator under this Agreement cannot be cured without the Mortgagee obtaining possession of all or part of the Operator Property, then any such default shall be deemed remedied if a Mortgagee: (i) within sixty (60) days after receiving notice from Owner as set forth in Section 11.2, acquires possession of all or part of the Operator Property, or begins appropriate judicial or nonjudicial proceedings to obtain the same; (ii) diligently prosecutes any such proceedings to completion; and (iii) after gaining possession of all or part of the Operator Property performs all other obligations as and when the same are due in accordance with the terms of this Agreement. If a Mortgagee is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the sixty (60) day period specified above for commencing proceedings shall be extended for the period of such prohibition.

11.4 **Mortgagee Liability.** Any Mortgagee that does not directly hold an interest in the Operator Property, or whose interest is held solely for security purposes, shall have no obligation or liability under this Agreement prior to the time the Mortgagee succeeds to absolute title to Operator's interest in the Operator Property and the rights of Operator under this Agreement. A Mortgagee shall be liable to perform obligations under this Agreement only for and during the period it directly holds such absolute title.

11.5 **Certificates & Other Documents.** Owner shall execute any estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Agreement, if such be the case), consents to assignment and non-disturbance agreements as Operator or any Mortgagee may reasonably request from

time to time. Owner and Operator shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Operator or any Mortgagee to implement the provisions contained in this Agreement or to preserve a Mortgagee's security interest.

11.6 **Mortgagee's Right to Enforce Mortgage & Assign Operator Property.** A Mortgagee shall have the absolute right: (i) to assign its Mortgage; (ii) to enforce its lien and acquire title to all or any portion of the Operator Property by any lawful means; (iii) to take possession of and operate all or any portion of the Operator Property and to perform all obligations to be performed by Operator under this Agreement, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of the Operator Property by foreclosure or by an assignment in lieu of foreclosure and thereafter, without Owner's consent, to assign or transfer all or any portion of the Operator Property to a third party. Any Mortgagee or other party who acquires Operator's interest in the Operator Property pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Operator by this Agreement which are incurred or accruing after such Mortgagee or other party no longer has ownership or possession of the Operator Property.

11.7 **New Agreement.** If the Operator Property is foreclosed upon or there is an assignment in lieu of foreclosure, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights and, within ninety (90) days after such event, Operator or any Mortgagee or other purchaser at a foreclosure sale shall have arranged to the reasonable satisfaction of Owner for the payment of all Payments or other charges due and payable by Operator as of the date of such event, then Owner shall execute and deliver to Operator or such Mortgagee or other purchaser at a foreclosure sale, or to a designee of one of these parties, as the case may be, a new agreement ("**New Agreement**") which (i) shall be for a term equal to the remainder of the Term of this Agreement before giving effect to such rejection or termination; (ii) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by Operator or any Mortgagee or other purchaser at a foreclosure sale prior to rejection or termination of this Agreement); and (iii) shall include that portion of the Operator Property in which Operator or such other Mortgagee or other purchaser at a foreclosure sale had an interest on the date of rejection or termination. If more than one Mortgagee makes a written request for a New Agreement pursuant to this provision, the New Agreement shall be delivered to the Mortgagee requesting such New Agreement whose Mortgage has lien priority, and the written request of any other Mortgagee whose lien is subordinate shall be void and of no further force or effect. The provisions of this Section 11 shall survive the termination, rejection or disaffirmation of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 11 were a separate and independent contract made by Owner, Operator and each Mortgagee, and, from the effective date of such termination, rejection or disaffirmation of this Agreement to the date of execution and delivery of such New Agreement, such Mortgagee or other purchaser at a foreclosure sale may use and enjoy the Operator Property without hindrance by Owner or any person claiming by, through or under Owner; provided that all of the conditions for the New Agreement as set forth above are complied with.

11.8 **Mortgagee's Consent to Amendment, Termination or Surrender.** Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as there exists an unpaid Mortgagee, this Agreement shall not be modified or amended, and Owner shall not accept a surrender, cancellation or release of all or any part of the Operator Property from Operator, prior to expiration of the Term of this Agreement, without the prior written consent of the Mortgagee. This provision is for the express benefit of and shall be enforceable by each Mortgagee as if it were a party named in this Agreement.

12. **Assignment & Sublease.** Except as otherwise provided herein, Operator will neither assign this Agreement nor sublease all or part of the Operator Property without Owner's consent, which Owner may withhold in its sole discretion. The foregoing sentence notwithstanding, Operator shall have the right, without Owner's consent, to sell, convey, lease, or assign all or any portion of the Operator Property, on either an exclusive or a non-exclusive basis to any Mortgagee or affiliate of Operator, or to any transferee to which an Assignment of the PPA is permitted (as defined therein), or to grant subleases, subeasements, co-easements, separate leases, easements, licenses or similar rights with respect to the Operator Property to any Mortgagee or affiliate of Operator (collectively, "**Assignment**"). Any attempted transfer, assignment or subletting without Owner's written consent in violation of this Section 12 shall be void and confer no rights upon any third person. When Operator entered into an Assignment as permitted by and in compliance with this Section 12, Operator shall give notice of the Assignment (including the address of the Assignee for notice purposes) to Owner; provided that, the failure to give such notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner with respect to such assignment or conveyance

until such notice is given. Any such permitted assignment by Operator of its interests in this Agreement shall release Operator from the obligations under this Agreement, except that if the Assignee (defined below) affirms this Agreement in writing and assumes the Operator's obligations under this Agreement in writing by a recordable instrument, then the Operator will be released from obligations accruing after the date that liability for such obligations is assumed by the Assignee. As used herein, "**Assignee**" means the holder of the interest conveyed or assigned by Operator permitted by this Section 12. As used in this Section, an "affiliate" shall mean an entity that is controlling, controlled by or under common control with Operator.

13. **Hazardous Materials.**

13.1 **Owner's Covenants Regarding Hazardous Materials.** Owner represents and warrants that, to Owner's actual knowledge, without any independent investigation, the Land is not and has not been in violation of any federal, state or local environmental health or safety laws, statute, ordinance, rule, regulation or requirement ("**Environmental Laws**"), and Owner has not received any actual notice from any governmental authorities alleging that the Land is in violation of any Environmental Laws. "**Hazardous Materials**" shall mean any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation. Owner represents and warrants that, except as disclosed to Operator in writing, to the best of Owner's knowledge, no underground storage tanks and no Hazardous Materials are or were located on the Land during or prior to Owner's ownership of the Land. Owner shall not violate in a material way any Environmental Laws relating to the Land.

13.2 **Other User's Obligations Regarding Hazardous Materials.** Prior to granting to any other party the right to use any portion of the Land, Owner shall require such party to enter into an agreement that includes the following provision:

"Environmental Hazards. User [any other party being given access to the property] shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under, the Property, by any waste, pollutant, or contaminant. User shall not bring or permit to remain on the Property any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation ("**Hazardous Materials**"), except ordinary products commonly used in connection with the permitted use and stored in the usual manner and quantities. User's violation of the foregoing prohibition shall constitute a material breach and default hereunder and User shall indemnify, hold harmless and defend Owner and any other tenant or user of the Property from and against any claims, damages, penalties, liabilities, and costs (including reasonable attorneys' fees and court costs) caused by or arising out of (i) a violation of the foregoing prohibition or (ii) the presence, release, or disposal of any Hazardous Materials on, under, or about the Property during User's occupancy or control of the Property. User, at its sole cost and expense, shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the presence or release of any Hazardous Materials in, on, under, or about the Property during User's occupancy of the Property in conformance with the requirements of applicable law. User shall immediately give Owner and any other tenant or user of the Property written notice of any breach or suspected breach of this Paragraph, upon learning of the presence or any release of any Hazardous Materials which may affect the Property. The obligations of User hereunder shall survive the expiration or earlier termination, for any reason, of this agreement."

13.3 **Operator's Covenants Regarding Hazardous Materials.** Operator shall not violate in a material way any Environmental Laws relating to the Land. Operator shall, at Operator's sole cost and expense, promptly take removal or remedial action with regard to any material violation of any Environmental Laws due to any Hazardous Materials brought onto the Land by Operator or its employees, agents, contractors, guests or invitees. Owner shall reasonably cooperate with Operator with regard to any scheduling or access to the Land in connection with any action required hereunder.

13.4 **Operator's Indemnity Regarding Hazardous Materials.** Operator shall indemnify, defend, protect and hold Owner harmless from any liability based on: (i) the release of Hazardous Materials in, on, under or about the Land caused by Operator or its employees, agents, contractors, guests or invitees, or (ii) the violation by Operator or its employees, agents, contractors, guests or invitees of any Environmental Law in connection with the Project. The indemnity obligations set forth herein shall be in addition to those set forth in Section 13.5, and shall survive termination of this Agreement.

13.5 **Actual Knowledge and Notice of Owner.** As used in this Agreement, or in any other agreement, document, certificate or instrument delivered by Owner to Operator, the phrase "to Owner's actual knowledge", "to the best of Owner's knowledge", "Owner has no actual knowledge" or any similar phrase shall mean the actual, not constructive or imputed, knowledge of Eulace Bryan Baxley. Owner represents and warrants that Eulace Bryan Baxley is the individual among Owner's employees, officers, directors or agents who is most knowledgeable about the Land. For purposes of this Section, the words "actual notice," "written notice," or "actual written notice" shall mean that written notice received by Owner, its agents, contractors, licensees, or third parties acting on Owner's behalf, or any constructive notice of information not physically received by Owner.

14. **Indemnity and Insurance.**

14.1 **Indemnity by Operator.** Operator shall defend, indemnify, protect and hold Owner harmless from and against all liabilities, costs, expenses, obligations, losses, damages, claims, penalties, causes of action and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively "**Claims**") imposed upon, incurred by, or asserted against Owner resulting from (a) any accident, occurrence, injury to, or death of persons (including workmen) or loss of or damage to property occurring during the Lease Term on or about the Operator Property or any part thereof, (b) any use, non-use, or condition of the Operator Property or any part thereof during the Lease Term, (c) performance of any labor or services or the furnishing of any materials or other property in respect of the Operator Property or any part thereof during the Lease Term, or (d) any act or action brought or asserted by any party, including any governmental agency, for anything alleged to have occurred or originated on the Operator Property during the Lease Term, including but not limited to any claim for wrongful discharge of stormwater or any substance that may be alleged to result in harm to the environment during the Lease Term, except to the extent any of the foregoing is caused by any act or omission of Owner or its partners, principals, or beneficiaries or their respective agents, officers, directors, shareholders, employees, servants, contractors, subcontractors, successors, or assigns and except to the extent any of the foregoing is caused by or arises from any condition existing prior to the commencement of the Lease Term. In case any action, suit, or proceeding is brought against Owner by reason of any such occurrence for which Operator has indemnified Owner, Operator, upon Owner's request, shall, at Operator's expense, resist and defend such action, suit, or proceeding. The obligations of Operator under this Section arising by reason of any such occurrence taking place during the Lease Term of this Agreement shall survive any termination of this Agreement.

14.2 **Indemnity by Owner.** Owner shall defend, indemnify, protect, and hold Operator harmless from and against all Claims imposed upon, incurred by, or asserted against Operator resulting from (a) any accident, occurrence, injury to, or death of persons (including workmen) or loss of or damage to property occurring during the Lease Term on or about that part of the Land excluding the Leased Land (the "**Owner Retained Land**"), (b) any use, non-use, or condition of the Owner Retained Land or any part thereof during the Lease Term, (c) performance of any labor or services or the furnishing of any materials or other property in respect of the Owner Retained Land or any part thereof during the Lease Term, or (d) any act or action brought or asserted by any party, including any governmental agency, for anything alleged to have occurred or originated on the Owner Retained Land during the Lease Term, including but not limited to any claim for wrongful discharge of stormwater or any substance that may be alleged to result in harm to the environment during the Lease Term, except to the extent any of the foregoing is caused by any act or omission of Operator or its partners, principals, or beneficiaries or their respective agents, officers, directors, shareholders, employees, servants, contractors, subcontractors, successors, or assigns. In case any action, suit, or proceeding is brought against Operator by reason of any such occurrence for which Owner has indemnified Owner, the Owner, upon Operator's request, shall, at Owner's expense, resist and defend such action, suit, or proceeding. The obligations of Owner under this Section arising by reason of any such occurrence taking place during the Lease Term of this Agreement shall survive any termination of this Agreement.

14.3 **Limitation on Owners Liability.** Operator agrees that any claim, judgment or decree of any court or arbitrator(s) against Owner and in favor of Operator as a result of any default or breach of any of the terms,

covenants, conditions or limitations contained in this Agreement on Owner's part to be kept, observed and performed, shall be satisfied by Operator resorting exclusively to the Owner's interest in this Agreement and not against any other assets of Owner or any of its affiliates, officers, directors, employees, or agents (each an "**Owner Party**"). Operator shall not have the right to seek or obtain a personal judgment against Owner or any Owner Party for any damages. The provisions of this Section 14.3 shall survive the expiration or earlier termination of this Agreement.

14.4 **Limitation on Operator's Liability.** Owner agrees that any claim, judgment or decree of any court or arbitrator(s) against Operator and in favor of Owner as a result of any default or breach of any of the terms, covenants, conditions or limitations contained in this Agreement on Operator's part to be kept, observed and performed, shall be satisfied by Owner resorting exclusively to the Operator's interest in this Agreement, the Operator Property and not against any other assets of Operator or any of its affiliates, officers, directors, employees, or agents (each an "**Operator Party**"). Owner shall not have the right to seek or obtain a personal judgment against Operator or any Operator Party for any damages. The provisions of this Section 14.3 shall survive the expiration or earlier termination of this Agreement.

14.5 **Survival.** The obligations of the Parties under this Sections 13.5.1 through 14.4 shall survive expiration or other termination of this Agreement.

14.6 **Liability Insurance.** Operator, at its own expense, shall provide and keep in force for the benefit of Owner and Operator, comprehensive general public liability insurance, liability insurance, to the extent available, insuring against liability for bodily injury, death, and property damage and having a combined single-limit of Two Million Dollars (\$2,000,000.00). The foregoing limits of insurance shall be reviewed and adjusted periodically by Operator upon Owner's written request (but not more than one time in any five year period) so that the amounts of insurance maintained are comparable to that maintained on properties comparable in size, operation, and location to the Operator Property or, as to such portion of the Operator Property which has been subleased to subtenants of national or regional recognition, are comparable with the insurance maintained by such subtenants on properties of comparable size and operation. Any and all such insurance may be provided by blanket insurance policies covering the Operator Property. Operator shall furnish Owner with a certificate of such insurance. Operator may satisfy this obligation by causing the Owner to be named as an additional insured under a policy maintained by a subtenant which meets the requirements of this paragraph.

14.7 **Waiver of Subrogation.** Notwithstanding any other provision of this Agreement to the contrary but subject to the other provisions of this Paragraph, Owner and Operator each hereby waive all rights of action against the other for loss or damage to the Operator Property, any improvements located thereon or any part thereof, or any property of Operator in such improvements, which loss or damage is insured or is required pursuant to this Agreement to be insured by valid and collectible insurance policies. Each policy of insurance required to be maintained by Operator under the terms of this Agreement shall be endorsed with a clause providing that any release from liability or waiver of claim for recovery entered into in writing by the insured or any additional insured prior to any loss or damage shall not affect the validity of such policy or the right of any insured or additional insured to recover thereunder. The foregoing waiver of subrogation shall not be effective unless the waiver can be obtained without additional cost or premium to the insured party (unless, if a premium is due, the other party pays or reimburses the insured party the amount of such premium).

15. **Confidentiality.** This agreement includes confidential and proprietary information relating to Operator and Owner and the Project. Owner and Operator agree not to provide copies of the Agreement or disclose the terms of the Agreement to any unauthorized person or entity, without the written consent of the other party. Each party (the "non-disclosing party") authorizes the other party (the "disclosing party") to provide copies of the Agreement and disclose the terms thereof to the disclosing party's board of directors, board of trustees, officers, employees, attorneys, accountants, financial advisors and any existing or prospective mortgagees, lessees, or purchasers for the sole purpose of evaluating and advising the disclosing party and for no other purpose, so long as such authorized parties agree in writing to become subject to the confidentiality provisions hereto and not to provide copies of the Agreement or disclose the terms thereof to any unauthorized person or entity. Any disclosing party shall return all material containing any confidential information to the non-disclosing party immediately upon its request. Any disclosing party agrees to destroy immediately upon request by the non-disclosing party such analyses, compilation, studies or other documents, and any oral information will continue to be subject to the terms of this Agreement. Each party agrees that the other party will have no adequate remedy at law if any party violates any of the terms of this Agreement.

In such event the non-disclosing party will have the right, in addition to any other rights of the non-disclosing party may have, to obtain injunctive relief to restrain any breach or threatened breach by third party or specific enforcement of such terms plus reimbursement of attorneys' fees, court costs and all associated expenses. Except as otherwise expressly provided herein (including as provided in Section 19.1, no party shall publish, file for public record, reproduce, or otherwise disseminate this document or any of the terms and provisions hereof to any party, other than the parties set forth above without the prior written consent of the non-disclosing party, which consent may be withheld for any reason and in non-disclosing party sole discretion. Nothing herein shall be construed to prevent disclosure of confidential and proprietary information as may be compelled by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency.

16. **Default & Remedies.**

16.1 **Operator Payment Default.** If Operator shall fail to pay any Payment within thirty (30) days from receipt of written notice from Owner that such amount is due, then Operator shall be in default ("**Operator Payment Default**") and Owner shall have the following remedies:

16.1.1. **Collection of Payments.** With or without terminating this Agreement, Owner may file a lawsuit against Operator to collect any unpaid rental payment, together with interest thereon that accrues during the continuance of the Operator Payment Default, calculated at a rate ("**Default Rate**"), which is five percent (5%) per annum. Owner shall also be entitled to recover all court costs and reasonable attorneys' fees that may be incurred by Owner in collecting such amounts.

16.1.2. **Terminate Agreement.** Owner may not terminate this Agreement because of any Operator Payment Default without first giving Operator written notice of its intention to terminate the Agreement ("**Termination Notice**"), to be effective on a date to be specified by Owner that is at least thirty (30) days after the date of the Termination Notice. If, by the date specified in the Termination Notice, Operator fails to pay the amount required to cure the Operator Payment Default (including interest at the Default Rate that accrues during the continuance of the Operator Payment Default), Owner's termination of this Agreement shall become effective on the date specified in the Termination Notice. Upon such termination, the Parties shall be relieved of all further duties and obligations under this Agreement, other than (i) the payment of any accrued and unpaid obligations owed by either Party as of the date of termination (including the amount owed by Operator with respect to the Operator Payment Default and interest payable with respect thereto); (ii) the removal of the Improvements by Operator pursuant to Section 7.10; and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Owner's right to terminate this Agreement pursuant to this Section 16.1.2 is subject to and conditioned upon Owner giving any Operator Mortgagee written notice of the default and opportunity to cure the Operator Payment Default as provided in Section 11.2.

16.2 **Other Operator Default.** The breach by Operator of any provision hereof, other than an Operator Payment Default as set forth in Section 16.1 ("**Other Operator Default**"), may only result in a cause of action by Owner under applicable law and, other than as set forth in this Section 16.2, Owner hereby waives all other rights it may have, in law or in equity, to terminate this Agreement prior to the expiration of the Term. In the event of any such breach by Operator, Owner shall, at least thirty (30) days prior to commencing any cause of action, give written notice of the cause of breach to Operator, and any Operator Mortgagee (of which it has been notified in writing) concurrently, specifying in detail the alleged event of breach and the required remedy. If Operator does not cure or commence curing such breach within thirty (30) days of receipt of notice, the Operator Mortgagee shall have the absolute right to substitute itself for Operator and perform the duties of Operator hereunder for the purposes of curing such breach. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Operator Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Land to complete such performance with all the rights, privileges and obligations of Operator hereunder. Owner may cure any default by Operator after Operator's cure period has expired. If Owner at any time by reason of Operator's default, pays any sum or performs any act that requires the payment of any sum, the sum paid by Owner shall be due immediately from Operator to Owner, together with interest on such sum calculated at the Default Rate.

16.3 **Additional Other Operator Defaults.** In addition to any of the Other Operator Defaults set forth in Section 16.2, each of the following occurrences shall constitute an Other Operator Default: (a) Operator shall be adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against

Operator asking reorganization of Operator under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any state, shall be entered, and any such decree or judgment or order shall not have been vacated or set aside within ninety (90) days from the date of the entry or granting thereof; or (b) Operator shall file or admit the jurisdiction of the court and the material allegations contained in any petition in bankruptcy or any petition pursuant or purporting to be pursuant to the Federal bankruptcy laws as now or hereafter amended, or Operator shall institute any proceeding or shall give its consent to the institution of any proceeding for any relief of Operator under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition, or extension; or (c) Operator shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Operator or any of the property of Operator; or (d) the Operator Property is levied upon by any revenue officer or similar officer and such levy shall not have been set aside within ninety (90) days from the date thereof; or (e) a decree or order appointing a receiver of the property of Operator shall be made and such decree or order shall not have been vacated or set aside within ninety (90) days from the date of entry or granting thereof, unless Operator is current with all monetary obligations hereunder.

16.4 **Waiver of Liens.** In consideration of the Payments and other benefits arising under this Agreement, Owner, to the extent permitted by the laws and Constitution of the State of Florida, hereby waives all contractual liens and its statutory liens created by law or under this Agreement (or the successor thereto) in any property of Operator (including, but not limited to, all Improvements and any other fixtures, machinery, equipment, furnishings, and other articles of personal property now or hereafter placed on the Operator Property by Operator).

16.5 **Owner Default.** Owner shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement and shall not cure such default within thirty (30) days after receiving notice thereof from Operator (or if such default cannot be cured through the exercise of reasonable diligence within such thirty (30) day period, if Owner fails to commence corrective action within such thirty (30) day period and thereafter diligently prosecutes same to completion) (“**Owner Default**”). Upon the occurrence of an Owner Default, Operator shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever: (i) terminate this Agreement without being liable for prosecution or any claim of damages therefor; and (ii) pursue any and all other action or remedies that may be available to Operator at law or in equity, including but not limited to all loss or damage which Operator may suffer by reason of a termination of this Agreement and the loss of the value of the Operator Property, subject to the limitation set forth in Section 14.3.

16.6 **Remedies Cumulative.** Section 16.1 and Section 16.2 expressly set forth all remedies available to Owner in the event of an Operator Default and shall be considered to exclude or suspend any other remedy, provided herein or available under Florida law.

16.7 **No Waiver.** No delay or omission of Owner or Operator to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Agreement shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant.

17. **Condemnation.**

17.1 If, at any time during the Term, all or any part of the Land shall be condemned or transferred in lieu of condemnation, the net proceeds of such condemnation or transfer shall be divided between Owner and Operator in the proportions specified in the condemnation award or agreement of transfer or, if not so specified, in proportion to the fair value of Owner’s and Operator’s respective interests in this Agreement and the Land, provided that to the extent the net proceeds of any condemnation or transfer in lieu of condemnation are attributable to the Improvements, such proceeds shall be paid solely to Operator with Owner receiving any proceeds attributable solely to the residual value of the fee estate of the Land. For the purpose of this Section 17, the net proceeds of a condemnation or transfer in lieu of condemnation shall mean the total proceeds of such condemnation or transfer less the costs and expenses incurred in connection therewith (including legal fees).

17.2 If the entire Land is condemned or transferred in lieu of condemnation, the Term shall terminate at the time title vests in the condemning authority. If a portion of the Land is condemned or transferred in lieu of

condemnation, the Lease shall continue in full force and effect with respect to that portion of the Land which has not been so condemned or transferred, and the Payments shall be equitably adjusted. Notwithstanding the foregoing, Operator may terminate this Lease without penalty by giving written notice of termination to Owner if, in Operator's sole and absolute discretion, the Land is not suitable for Operator's intended use following such condemnation or transfer in lieu thereof.

18. **Notice.**

18.1 **Writing.** All notices, approvals, disapprovals or elections required or permitted to be given under this Agreement shall be in writing and sent by certified or registered mail, return receipt requested; (i) sent by email transmission; (ii) sent by facsimile transmission; or (iii) sent by Federal Express or other professional carrier, to the parties at the addresses described in Section 18.2 below or at such other addresses as shall be designated by Operator or Owner in writing.

18.2 **Delivery.** Except as expressly set forth in this Agreement, notices shall be deemed given upon delivery or tender of delivery to the intended recipient; provided that notice sent by email or facsimile shall only be deemed received when both (x) the sender has electronic confirmation that it was sent to all parties (and has retained a printed confirmation of the delivery to the applicable fax number or email address) and (y) at least one addressee entitled to notice under this Section 18 for the applicable party has acknowledged receipt of the transmission. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notice shall be delivered by name and address to the party or person intended as follows:

Notice to Owner: Eulace Bryan Baxley
Post Office Box 975
Havana, Florida 32333

Phone No.: 850-556-5849
Email: bryanbaxley@bellsouth.net

Notice to Operator: FL Solar D-1, LLC
800 Brickell Avenue, Suite 1000
Miami, FL 33131
Attn: President

19. **Miscellaneous Provisions.**

19.1 **Memorandum.** Simultaneously with the execution of this Agreement, Owner and Operator agree to execute and acknowledge a Memorandum of Agreement ("**Memorandum**"). The Memorandum shall be held by Operator for recording until Operator is awarded with a power purchase agreement for the Project. Operator shall record the Memorandum at its expense in the Official Public Records of the County in which the Land is located.

19.2 **Further Assurance.** The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof.

19.3 **Approvals.** Whenever in this Agreement the approval or consent of either Party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld or delayed.

19.4 **Amendments.** This Agreement shall not be amended or modified in any way except by an instrument signed by Owner and Operator and consented to by any Operator Mortgagee.

19.5 **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

19.6 **Governing Law.** Except as otherwise provided herein, this Agreement shall be governed by the applicable laws of the State of Florida without application of provisions relating to conflicts of law, and the County where the Land is located shall be considered the proper forum or jurisdiction for any disputes arising in connection with this Agreement.

19.7 **Attorneys' Fees.** In the event of any action between the parties hereto for enforcement or interpretation of any of the terms or conditions of this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees actually incurred, together with its other reasonable out-of-pocket costs and expenses, including expert witness fees, accounting and other professional fees.

19.8 **Waiver of Jury Trial.** EACH PARTY HERETO WAIVES, TO THE FULL EXTENT PERMITTED BY LAW, THE RIGHT TO A JURY TRIAL IN ANY LITIGATION CONCERNING THIS AGREEMENT OR ANY DEFENSE, CLAIM, COUNTERCLAIM, CLAIM OF SET-OFF OR SIMILAR CLAIM OF ANY NATURE.

19.9 **Section Headings.** The Section headings herein are inserted only for convenience of reference and shall in no way define, limit or describe the scope or intent of any provision of this Agreement.

19.10 **Entire Agreement.** This Agreement and the attached Exhibits shall constitute the entire agreement between the Parties and supersedes all other prior writings and understandings.

19.11 **Effect of Termination.** Notwithstanding any other provision of this Agreement to the contrary, any termination of this Agreement pursuant to the terms hereof shall not release either Party from liabilities, obligations or indemnities arising prior to the effective date of such termination or which survive the termination hereof.

19.12 **Time of Essence.** Time is of the essence of each provision of this Agreement.

19.13 **Calculation of Time.** As used in this Agreement with respect to time of notice or performance, the term "day" shall refer to business days that are normal business days for major banks in Gadsden County, Florida.

19.14 **No Waiver.** No waiver by either Party of any provision of this Agreement shall be deemed to be a waiver of any provision hereof or of any subsequent breach by the other Party.

19.15 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

19.16 **Authority.** The signatories hereto warrant that each has the authority to execute this Agreement on behalf of any entities which are Parties to this Agreement and that each such entity has executed this Agreement pursuant to its organizational documents or a resolution or consent of their Board of Directors or other governing body.

19.17 **Successors & Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties.

19.18 **No Merger with Other Agreements.** It is the intent of the parties hereto that this Agreement is separate from, and that it not be merged with or extinguished by, any other agreement or agreements executed by either or both of the Parties hereto.

19.19 **No Partnership Relationship.** Notwithstanding any provision of this Agreement, the intention to form a partnership or any other association (other than that of landlord and tenant) as between Owner and Operator is denied, and no partnership, joint venture, or other entity or association, or relationship of principal and agent, shall be deemed to result from any provision of this Agreement or otherwise.

19.20 **Net/Net/Net Ground Lease.** Except as otherwise provided herein, this is a net/net/net ground lease, and Operator shall pay or cause to be paid, when due, all expenses of every kind associated with the Operator Property and any business conducted thereon or therefrom, including but not limited to insurance, service charges, liens, and Impositions (as hereinafter defined) of any kind and description in connection with the Agreement, the Operator Property, the rental paid hereunder or any business conducted thereon or therefrom. In the event any special assessment or tax is imposed on the Operator Property or any business conducted thereon, Owner, shall upon request from Operator, elect, to the extent available, to have such tax paid in the maximum number of installments permitted, but Operator shall be fully responsible for paying all such tax accruing during the Lease Term as provided above. “**Impositions**” shall be defined as all taxes and assessments (including but not limited to ad valorem, tangible personal property, water and sewer rents, rates and charges and charges for public utilities. The foregoing provisions in this Section notwithstanding, Owner shall pay all of the ad valorem taxes assessed against the Leased Land not arising out of the increase in property value attributable to the Operator Property.

19.21 **Waste.** Operator shall not commit or permit any waste to the Operator Property or any improvements located thereon, except that the foregoing shall not in any way limit the right of Operator, its agents, employees and subtenants, to demolish, renovate, remove, rebuild, construct, modify, alter and improve, in whole or in part, at any time or from time to time, the Improvements now or hereafter located on the Operator Property in accordance with Section 7 herein.

19.22 **Brokers.** Each party represents and warrants to the other party that it has not engaged the services of or dealt with any broker in connection with this Agreement; and each party hereby indemnifies and agrees to defend and hold the other harmless from any and all losses, costs, damages, liabilities, claims, and expenses, including, without limitation, reasonable attorneys' fees, suffered or incurred by the other party in connection with any claim of any broker claiming to have dealt with the party providing the indemnification.

19.23 **Clearance Work.** On or about February 17, 2020, Owner and Talquin Electric Cooperative, Inc. (“**Talquin**”) entered into a Lease of the Land (the “**Predecessor Lease**”) which Predecessor Lease is set to terminate at or around the time of the Lease Commencement Date as provided therein. Owner acknowledges the Predecessor Lease obligated Owner to clear the Land of trees, stumps and other items as reasonably required (the “**Clearance Work**”), within 150 days of notice (“**Clearance Notice**”) from Talquin. Owner agrees that he shall be obligated under this Lease, for no additional consideration, to undertake any Clearance Work then remaining as reasonably required by Operator. The Clearance Work will be undertaken in a diligent manner (for the remaining time allotted after any existing Clearance Notice in the Predecessor Lease) from the date of the termination of the Predecessor Lease. In the event Talquin did not issue a Clearance Notice, Operator shall be entitled to deliver a Clearance Notice to Owner and Owner shall proceed with diligence to undertake the Clearance Work within 150 days of the Operator’s Clearance Notice. Failure to timely comply with this provision shall constitute an Owner Default under this Lease.

[Signatures on Next Pages]

MUTUALLY EXECUTED on the date set forth above.

Owner:

E. Bryan Baxley
Eulace Bryan Baxley

ACKNOWLEDGMENT

STATE OF Florida)
COUNTY OF Wadsden)

On ~~January~~ ^{September} 23, 2020, before me, Eulace Bryan Baxley, Notary Public, personally appeared [] who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same by his/her/their signature(s) on the instrument.

WITNESS my hand and official seal.



Donna L. Dunn
Notary Public, State and County aforesaid
Print Name: Donna L. Dunn
My Commission Expires: _____

[NOTARY SEAL]

Signed, sealed, and delivered
In the presence

Operator:
FL Solar D-1, LLC, a Delaware limited liability company

[Signature]
1st Witness – Signature
1st Witness – Print Name: Julieta Melgar

[Signature]
By: _____
Print Name: Samir Verstyn
Title: Secretary

[Signature]
2nd Witness – Signature
2nd Witness – Print Name: Patricia Lopez

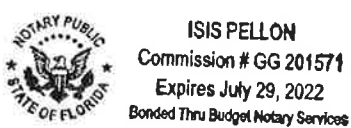
ACKNOWLEDGMENT

STATE OF Florida)
COUNTY OF Miami-Dade)

On October 16, 2020 before me, Isis Pellon, Notary Public, personally appeared Samir Verstyn who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[NOTARY SEAL]



[Signature]
Notary Public, State and County aforesaid
Print Name: Isis Pellon
My Commission Expires: 7/29/2022

EXHIBIT A**Legal Description of the Land****[TO BE INSERTED AT A LATER DATE]**

Comprehensive land due diligence will be conducted by the Operator during development. Please note the subject Land for purposes of this Agreement comprises a 45.00± acre parcel of real property located on Potter Woodberry Road in Gadsden County, Florida having tax parcel identification number 2-15-3N-2W-0000-00333-0000.

EXHIBIT B

Legal Description of Leased Land

[NARRATIVE DESCRIPTION TO BE INSERTED AT A LATER DATE]

All parties agree that the Leased Land is as shown below. Operator will conduct comprehensive land and environmental due diligence during the development and engineering period. Should Operator identify issues which require relocation of portions of the solar array and subsequent adjustment to the Leased Land, both parties agree to negotiate in good faith these adjustments to the Leased Land.

Existing BellSouth (AT&T) Easement Along Proposed Access Road – All parties acknowledge that an existing telecommunication easement exists within the proposed access road area. All parties acknowledge that the access road will need to shift west and to work in good faith to identify a mutually agreeable location within the overall Leased Land to provide adequate access to the site.

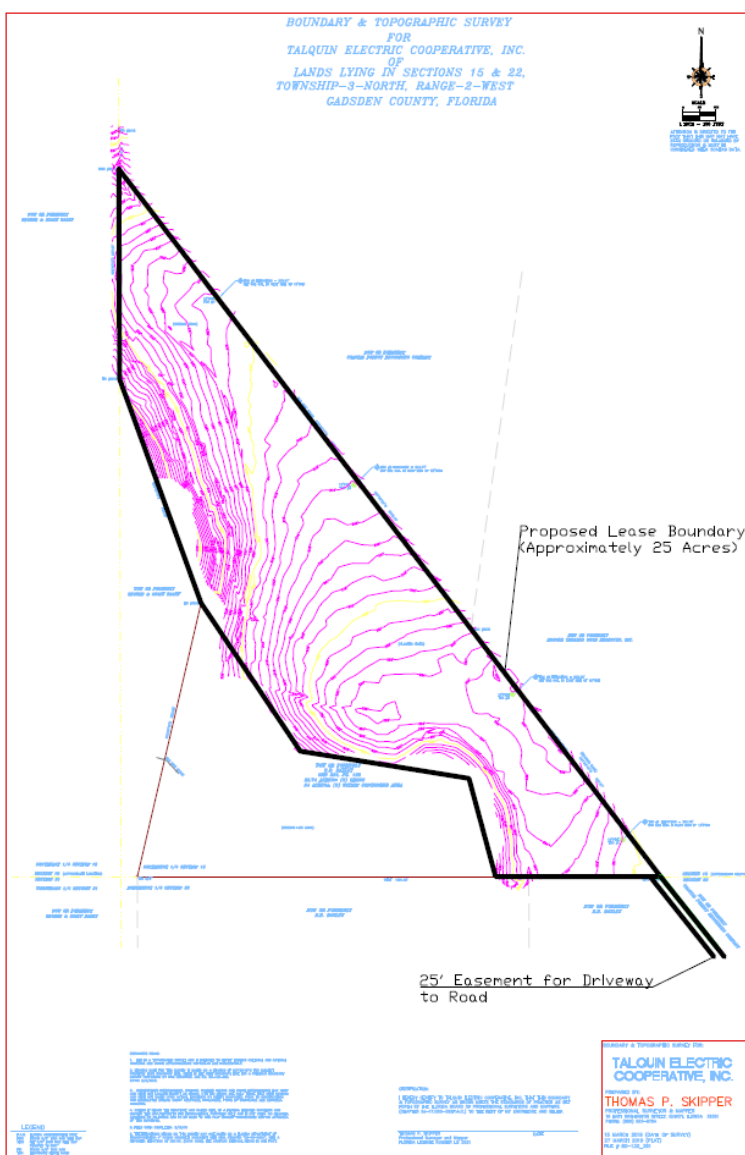


EXHIBIT B-1

Composite Exhibit of Easements on the Land Granted by Section 4

[TO BE INSERTED AT A LATER DATE]

EXHIBIT B-2

As-Built Survey of All Improvements on the Land

[TO BE INSERTED AT A LATER DATE]

EXHIBIT C

Lease Payments

(1) Payment for Lease and Easements.

(1)(a) Payments Prior to Project Operation Commencement Date. For the period commencing on the Lease Commencement Date of this Agreement through February 28, 2021, Operator will pay Owner the total sum of \$5,637.00, such payment being made no later than 30 days after the Lease Commencement Date. For the period commencing on March 1, 2021 to December 15, 2021 (the latter being the “**Estimated Project Operation Commencement Date**”), Operator will pay Owner the sum of \$12,108.00 (the “**Interim Payment**”), such payment being made no later than 30 days after March 1, 2021. Thereafter, Annual Installment Payments will be made in accordance with subparagraph (1)(b) below. Should the actual Project Operation Commencement Date occur earlier or later than December 15, 2021, the next Annual Installment Payment after the Project Operation Commencement Date will be adjusted to account for each day that the actual Project Operation Commencement Date is earlier or later than the Estimated Project Operation Commencement Date, as the case may be. Such adjustment will be based on the prorated daily amount for the Interim Payment.

(1)(b) Initial Lease Term. Beginning on the Project Operation Commencement Date Operator shall pay annually to Owner \$600.00 per useable acre during the Initial Lease and Easement Terms, to be annually increased by a factor of 2.00%, which acreage shall initially be estimated by the calculation stated in Exhibit B and finally determined by the calculation stated in Exhibit B-1 for the Lease and Easements. The payment stated in this subparagraph and stated in subparagraph (1)(c) shall be collectively and individually referred to as the “**Annual Installment Payments**”.

(1)(c) Partial Years. Annual Installment Payments for partial years shall be prorated based on the number of days in the partial year included in the Term. If a part of the Improvements is removed before the end of the Term, future Annual Installment Payments due from Operator to Owner for the Lease and Easements shall be reduced by the acreage attributable to the Improvements removed. If a part of the Improvements remains after the end of the Term, Operator shall continue to make Annual Installment Payments at the rate paid for the last year of the Term until Operator’s Removal Obligations are fulfilled (“**Removal Date**”). However, such payments shall not excuse Operator from its Removal Obligations, nor extend the time for Operator to comply with such Removal Obligations.

(1)(d) Extended Lease Term(s). The first Annual Installment Payment for the Lease and Easements during the first and second Extended Lease Terms shall be the prevailing Annual Installment Payment in the year immediately before the commencement of the respective Extended Lease Term as escalated by 2.00%, and each subsequent Annual Installment Payment during the respective Extended Lease Terms shall be escalated by a 2.00% factor annually.

(2) Timing of Payments. Payments for the first partial year of the Term shall be made on the Commencement Date. All subsequent Annual Installment Payments shall be due on or before February 28th of the calendar year or partial calendar year to which they are attributable during the Term. For example purposes only, Annual Installment Payments for the 2022 calendar year would be due on or before February 28, 2022. After Operator delivers Exhibit B-1 to Owner, any necessary payment adjustments shall be paid within thirty (30) days by Operator or credited against the next payment due from Operator to Owner.

(3) Payment Allocation Schedule. All payments to Owner shall be made based on the following allocation:

100% to Eulace Bryan Baxley.

Operator shall not be required to pay any amounts to Owner until it receives a completed and signed W-9 form(s) from Owner.



Florida Environmental & Land Services Inc.

221-4 Delta Court
Tallahassee, Florida 32303
Tel (850) 385.6255

December 3, 2020

Richard Stephens
S&S Environmental Consultants LLC
Email: Richards@ssenvironmentalconsultants.com

RE: Site Inspection & Environmental Summary
FL D1 – Gadsden County
Parcel ID# 2-15-3N-2W-0000-00333-0000
Gadsden County, FL

Mr. Stephens,

Qualified biologists from Florida Environmental & Land Services, Inc. (FELSI) conducted a site visit on the above referenced 35.74-acre site on November 3, 2020 to verify the Environmental Assessment Report completed by Cardno, Inc. in April 2019 (Project No. E219003600), attached. A location map of the project boundary is included in Figure 1.

Wetlands and Surface Waters

The presence and locations of wetlands in the project area were confirmed during the site visit. The headwater ravine stream and associated riparian forest habitat noted in the previous assessment were confirmed. No alterations were made to the previous determination completed by Cardo, Inc.

Listed Species

The project area was surveyed for the presence of state and federally protected species. No listed wildlife species or indicators were observed on the site. Pyramid magnolia (*Magnolia pyramidata*), which is listed as endangered in the state of Florida, was found within the property limits and the coordinates of its location collected via GPS. Pyramid magnolia was also observed in the vicinity of the project area. Pyramid magnolia is a small tree with large leaves and showy white flowers, blooming in spring. The wooded ravine habitat found within the parcel area is ideal for this rare species.

A list of state regulated plants can be found in the Regulated Plant Index, Chapter 5B-40.0055, F.A.C. State-only listed species do not have to be preserved on private lands. Relocation of the pyramid magnolia may be attempted should it fall into the project area. The locations of the observed trees are included in the aerial map in Figure 2, and a photo of the specimen is included below.

The Florida Natural Areas Inventory (FNAI), USFWS Information, Planning, and Conservation (IPaC) System, and Florida Fish and Wildlife Conservation Commission (FFWCC) databases were consulted for protected species within the project vicinity. No new occurrences or likely elements were found.

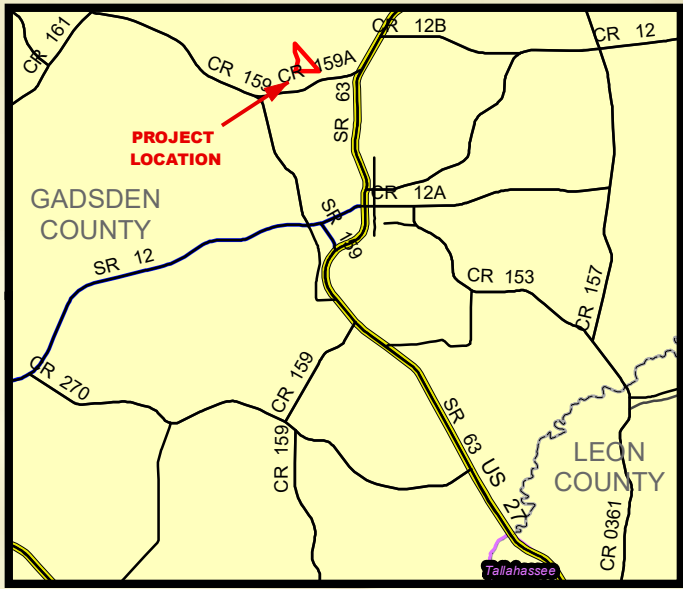


Magnolia pyramidata – FL D1 – Gadsden County

Please let us know if you have any questions.

Sincerely,

Elva L. Peppers, President



PROJECT LOCATION



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

Environmental Assessment Report

Talquin Electric Cooperative
Gadsden Solar Parcel

April 19, 2019

Project No. E219003600



Document Information

Prepared for Talquin Electric Cooperative (TEC)
Project Name Environmental Assessment
Project Number E219003600
Project Manager Joshua Hofkes, PWS
Date April 19, 2019

Prepared for:



Talquin Electric Cooperative Inc.
P. O. Box 1679, Quincy, FL 32353

Prepared by:

A handwritten signature in black ink, appearing to read 'Joshua Hofkes', is written over a horizontal line.

Joshua Hofkes, PWS
Senior Project Scientist



Cardno, Inc.
2420 Lakeshore Drive, Suite 100, Tallahassee, FL 32312

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1 Introduction/Overview

Cardno has completed an Environmental Assessment (EA) of the TEC Gadsden County Solar Parcel (40 acres) to evaluate various, potentially regulated, environmental features onsite. This process includes a combination of site-specific surveys and database reviews. Identified onsite regulated features were limited to approximately 0.8 acres of headwater, gully ravine, seepage stream and associated forested wetlands along a narrow riparian zone as described below. A summary of the findings from the surveys conducted in March 2019 are provided in this report.

The ecological evaluation results include the following:

- No designated critical habitat is present in the study area.
- No federally or state protected species were observed in the study area.
- No Essential Fish Habitat (EFH) is present within the study area.
- No gopher tortoise (*Gopherus polyphemus*) burrows were observed within the project boundary. However, supplemental surveys should be conducted for gopher tortoises during permitting, as potential habitat is present. The proposed action will have a federal effect determination of “May Affect, Not Likely to Adversely Effect” on gopher tortoises.
- No known wood stork nesting colonies are recorded onsite or on adjacent lands and none were observed during onsite surveys. However, the subject tract is located within designated Core Foraging Habitat for this species.
- Approximately 0.8 acres of wetlands and other surface waters are present onsite, consisting of a headwater ravine stream and associated forested riparian zones.
- A letter containing the minimum documentation required for State Historic Preservation Offices (SHPO) review was sent April 2, 2019. A response letter from SHPO will be issued stating whether cultural resources are determined to occur onsite.

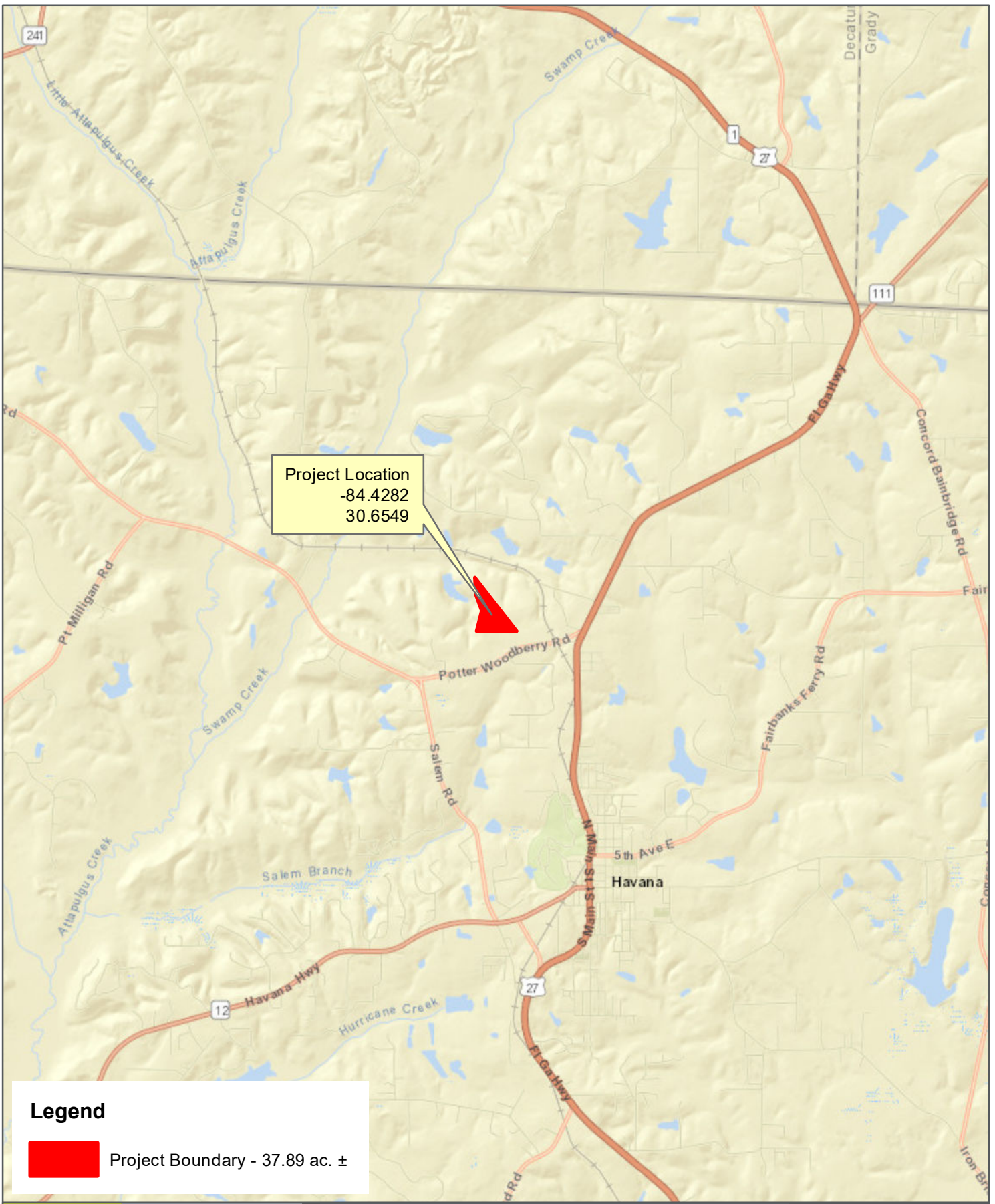
1.1 Site Location

The parcel is located in Section 15, Township 03 North, Range 02 West, in northeastern Gadsden County, near Hinson, FL. The site is situated north of Coastal Lumber Road (Hwy. 159A) one half mile west of its intersection with Hwy. 27. Hwy. 159A is to the south of the parcel and rail tracks to the north though it borders neither. The Tax Parcel ID Number is 2-15-3N-2W-0000-00333-0000. A location map and USGS QUAD map are provided as Figure 1 and 2 respectively.

2 Soils

The Natural Resources Conservation Service (NRCS) soil survey for Gadsden County was utilized to determine the approximate extent of soil mapping units within the project boundaries. Five soil mapping units were identified as occurring within the project limits; (23)—Fuquay-Lucy-Orangeburg complex, 0 to 5 percent slope, all well drained soils (21.58 acres), (35)—Lucy-Troup Complex, 8 to 15 percent slopes, well drained and somewhat excessively drained soils (4.15 ac.), (47)—Orangeburg-Norfolk-Tifton Complex, 5 to 8 percent slopes, all well drained soils (10.2 ac.), (63)—Troup-Nankin Complex, 15 to 45 percent slopes, somewhat excessively drained and well drained soils, and (89)—Bibb-Rains-Garcon Complex, occasionally flooded, poorly drained and somewhat poorly drained soils (1.64 ac.). The Bibb-

Rains-Garcon Complex, occasionally flooded mapping unit is listed as being dominated by hydric soils. A soils map is provided as **Figure 3**.



Project Location
 -84.4282
 30.6549

Legend

Project Boundary - 37.89 ac. ±

Figure 1: Location Map
 Gadsden County Solar Farm
 Gadsden County, Florida

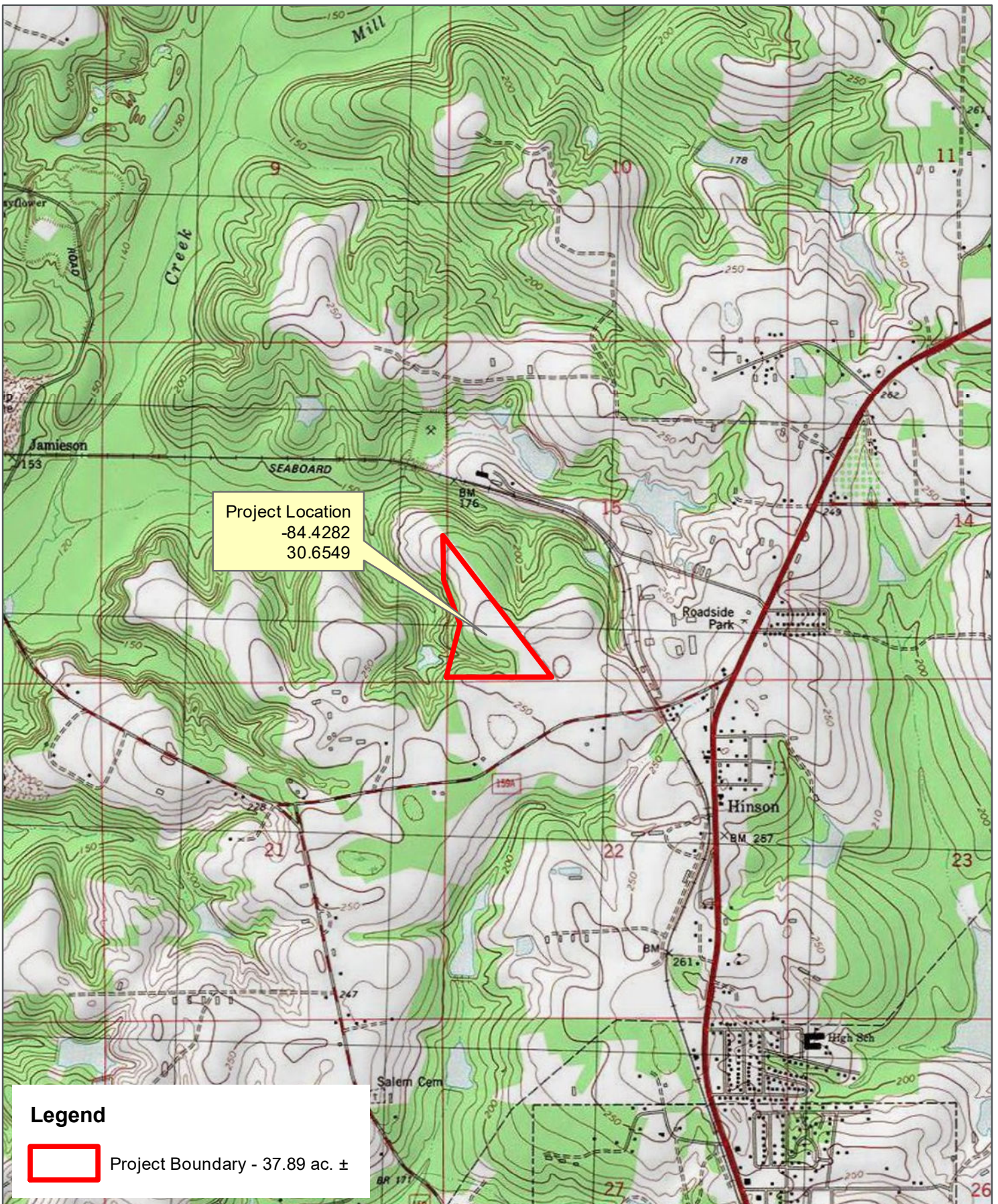


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Image:ESRI
 Data Source:
 Sec 15
 Twp 03 N
 Rng 02 W

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Project Location
 -84.4282
 30.6549

Legend

Project Boundary - 37.89 ac. ±

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Figure 2: USGS Quad Map
 Gadsden County Solar Farm
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0 2,000 4,000 Feet
 0 610 1,220 Meters

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Legend

-  Project Boundary - 37.89 ac. ±
-  23 - FUQUAY-LUCY-ORANGEBURG COMPLEX, 0 TO 5 PERCENT SLOPES - 21.58 ac. ±
-  35 - LUCY-TROUP COMPLEX, 8 TO 15 PERCENT SLOPES - 4.15 ac. ±
-  47 - ORANGEBURG-NORFOLK-TIFTON COMPLEX, 5 TO 8 PERCENT SLOPES - 10.19 ac. ±
-  63 - TROUP-NANKIN COMPLEX, 15 TO 45 PERCENT SLOPES - 0.33 ac. ±
-  89 - BIBB-RAINS-GARCON COMPLEX, OCCASIONALLY FLOODED - 1.64 ac. ±

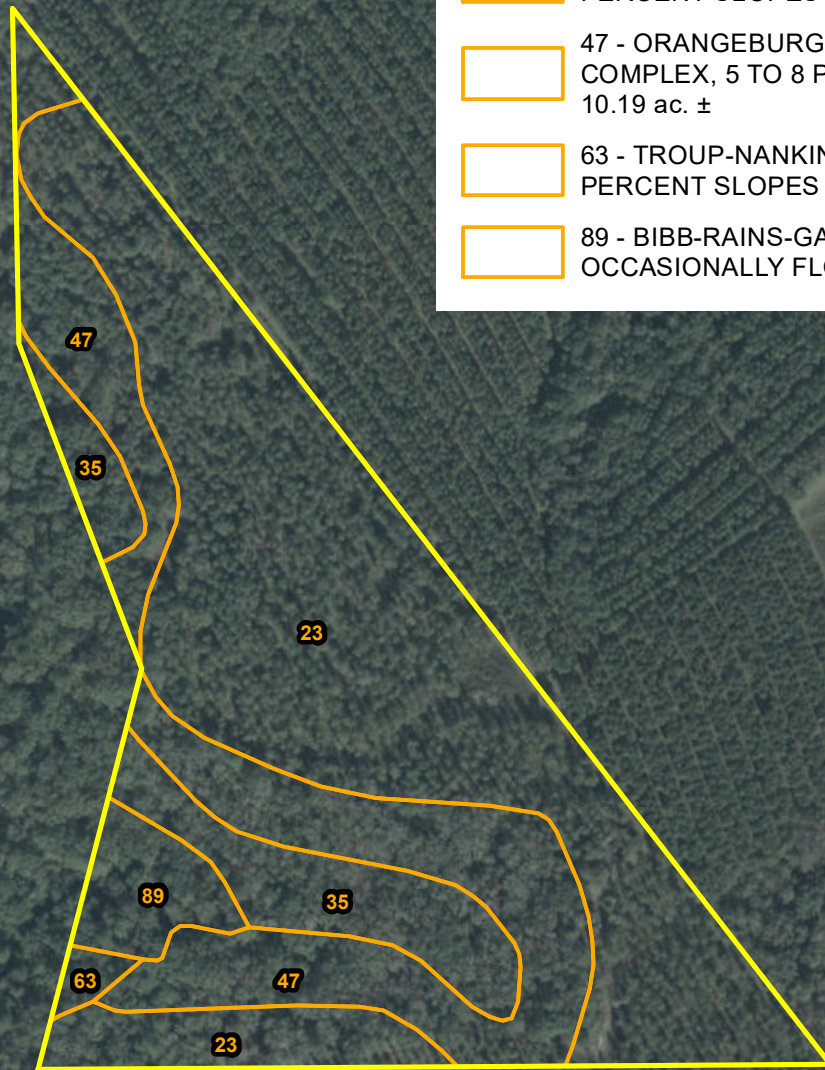


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Figure 3: NRCS Soils Map
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3 Plant Communities

Prior to field surveys, ecologists reviewed the most current information regarding the location and extent of wetlands and surface waters in the project area. The information reviewed included, but was not limited to:

- Florida Natural Areas Inventory (FNAI) Landcover Maps
- USGS Topographic Maps
- USFWS National Wetlands Inventory (NWI)
- Natural Resources Conservation Service (NRCS) Soil Survey of Wakulla County
- NFWMD Land Use and Cover Forms

The Florida Land Use, Cover and Forms Classification System (FLUCCS) (FDOT, 1999) was utilized to classify habitats and land features found within the study area. This method was designed by the Florida Department of Transportation as a way to develop a unified land use classification system for all land cover and plant communities found throughout the state of Florida. Additionally, the FNAI Florida Natural Communities definitions were applied to the site as applicable.

The acreage of each area was calculated using the aerial photography interpretation, upland interface field verification, and wetland GPS sub-meter survey data. Brief descriptions of the vegetative communities and land uses located within the study area are provided herein. The limits of each delineated community type are depicted in **Figure 4**.

Wetlands and surface waters within the study area were evaluated using Rule 62-340, F.A.C. for jurisdiction by the State of Florida and the Corps of Engineers Wetland Delineation Manual, 1987; Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region, 2010 for federal jurisdiction. The wetlands and surface waters were further defined according to the USFWS's Classification of Wetlands and Deepwater Habitats in the United States (Cowardin et al., 1979) and the FLUCCS and FNAI definitions where practicable.

Delineated wetland lines have not been reviewed by the appropriate State and federal agencies.

3.1 Surface Waters and Wetland Plant Communities

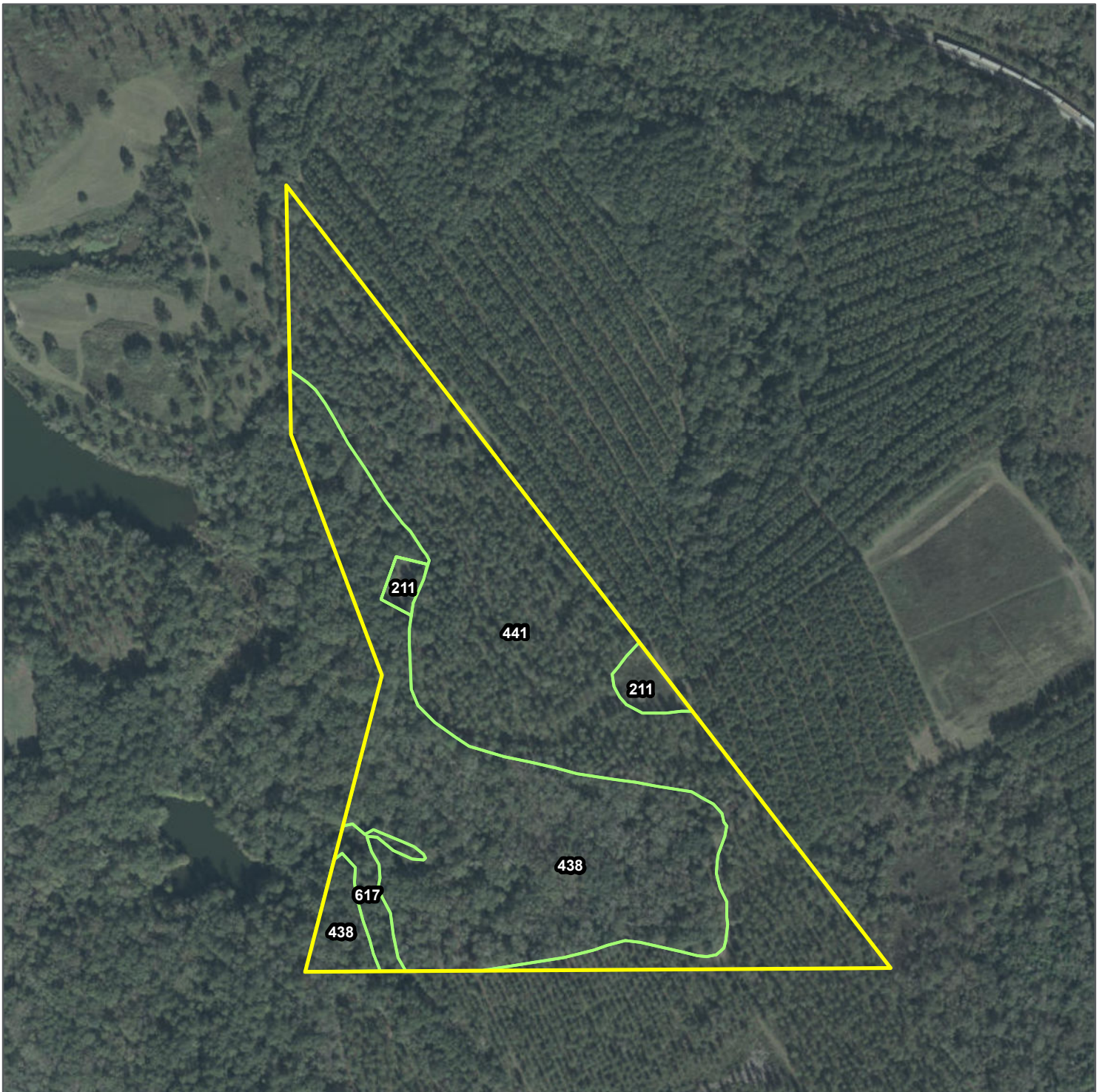
Cardno delineated all wetlands and other surface waters within the project site in accordance with the Florida Department of Environmental Protection (FDEP) wetland delineation methodology and Corps of Engineers Wetland Delineation Manual, 1987; Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region. Wetland boundaries limits were demarked in the field with flagging tape, flags were then located by sub-meter GPS and mapped. A map depicting onsite wetland limits is included as **Figure 5**.

3.1.1 Seepage Stream / Mixed Wetland Hardwoods (FLUCCS 510/617 – 0.8 acres)


A gully ravine complex occupies the southwestern corner of the site. Two distinct ravines are present within the complex. The principal ravine contains a small, unnamed, first order, perennial stream that begins slightly south of the property and flows northerly before turning to the west near the western property boundary. A tributary ravine contributes ephemeral flow from the east but only a portion of this ravine is a wetland/surface water. The majority of this tributary ravine extends farther eastward but shows no sign of active surface flows until the downslope point at which an ephemeral, deluge flow, waterfall is present, which marks the upper most extent of wetlands/surface waters for the tributary. Flow from the

tributary is rare and dependent upon unusually large precipitation events. However, when they occur these events appear to create substantial discharge but for relatively brief periods.


Ground water seepage from surficial sands supports the base perennial flow of the stream within the principal ravine. This ravine is very deeply incised, with the portion near the head exhibiting a gully form over 20 feet below the surrounding land surface. This ravine height decreases moving downstream. Surficial ground water discharge occurs along the length of the ravine and extends upslope a short distance supporting a narrow, riparian wetland. Flow is relatively swift and supports a macroinvertebrate fauna indicative of good water quality and specialized to headwater ravine streams including; the mayfly *Habrophlebiodes brunneipennis*, caddis flies *Diplectrona modesta* and *Psilotreta frontalis* and the Dobsonfly *Nigronia serricornis*. Vegetation in the narrow, riparian wetland is characterized by a canopy of mixed wetland hardwood trees including; tulip poplar (*Liriodendron tulipifera*), red maple (*Acer rubrum*), sweetbay magnolia (*Magnolia virginiana*), iron wood (*Carpinus caroliniana*), spruce pine (*Pinus glabra*) and sweetgum (*Liquidambar styraciflua*). The groundcover layer is sparse on ravine slopes but covers the wetland riparian zone with a variety of ferns and other herbaceous species.




Legend

 Project Boundary - 37.89 ac. ±

FLUCFCS Codes & Descriptions

 211 - Improved Pastures - 0.85 ac. ±

 438 - Mixed Hardwoods - 16.56 ac. ±

 441 - Coniferous Plantations - 19.67 ac. ±

 617 - Mixed Wetland Hardwoods - 0.8 ac. ±

Image: 2015
 Data Source:
 State of FL
 Cardno
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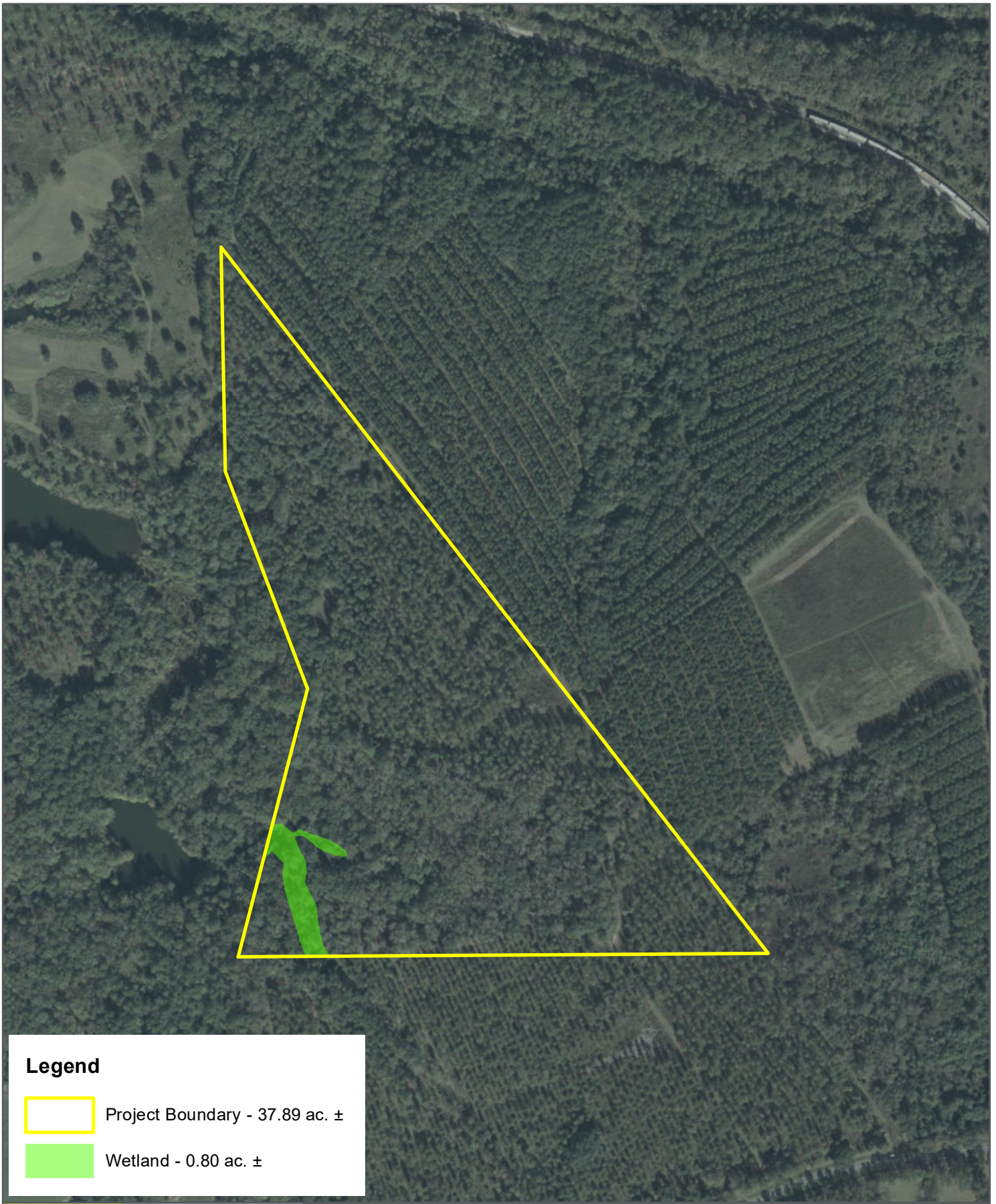
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Figure 4: Land Use Map



**Gadsden County Solar Farm
 Gadsden County, Florida**




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Legend

-  Project Boundary - 37.89 ac. ±
-  Wetland - 0.80 ac. ±


 Image:2015
 Data Source:
 StateofFL
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Figure 5: Wetland Map
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Gadsden County, Florida



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3.2 Potential Future Wetland Resource Permitting

Environmental permits are required from one or more regulatory agencies for most land alterations, including the addition of impervious surfaces; construction, alteration, or abandonment of stormwater management facilities; impacts to wetland or surface waters (including navigable waters); and actions that could adversely affect specific protected wildlife species and/or their habitat.

The USACE has the authority to issue permits for activities involving the discharge of dredge and fill materials into waters of the United States, including wetlands.

An Individual Environmental Resource Permit (ERP) will be required from the State of Florida for stormwater, and wetland and surface water impacts. The Florida Department of Environmental Protection (FDEP) is the State's primary environmental regulatory agency. However, the ERP for this type of project, in this region of Florida, is delegated to the Northwest Florida Water Management Districts (NFWFMD).

3.3 Upland Plant Communities

3.3.1 Pine Plantation (FLUCCS 441 – 19.67 acres)

This land use classification occupies slightly more than half of the site in its current condition and consists of upland areas with minimal slopes that have been planted in loblolly pine (*Pinus taeda*), most having reached canopy size. In down slope areas and openings in the pine canopy, a few canopy hardwood species such as southern magnolia (*Magnolia grandiflora*), upland laurel oak (*Quercus hemisphaerica*), water oak (*Quercus nigra*), sweet gum (*Liquidambar styraciflua*), and live oak (*Quercus virginiana*) are established. The sub-canopy layer consists of sapling and regenerating species listed above and shrubs such as wax myrtle (*Morella cerifera*), deer berry (*Vaccinium stamineum*), yaupon holly (*Ilex vomitoria*), and persimmon (*Diospyros virginiana*) with a sparse herbaceous layer present. The invasive, exotic shrub, small leaf privet (*Ligustrum sinense*) is found across the designation.

3.3.2 Mixed Hardwoods (FLUCCS 438 – 16.56 acres)

This designation describes the sloping upland areas between wetland ravines and the planted pine on the site. It is characterized by a closed canopy of a variety of hardwood species including live oak (*Quercus virginiana*), white oak (*Quercus alba*), southern red oak (*Quercus falcata*), upland laurel oak (*Quercus hemisphaerica*), water oak (*Quercus nigra*), eastern hophornbeam (*Ostrya virginiana*), southern magnolia (*Magnolia grandiflora*), hickories (*Carya sp.*), black gum (*Nyssa sylvatica sylvatica*), eastern red cedar (*Juniperus virginiana*), black cherry (*Prunus serotina*), and sweet gum (*Liquidambar styraciflua*). The sub-canopy strata consists of saplings of the canopy species above and beauty berry (*Callicarpa americana*), hawthorn species (*Crataegus sp.*), red buckeye (*Aesculus pavia*), laurel cherry (*Prunus caroliniana*), yaupon holly (*Ilex vomitoria*), witch hazel (*Hamamelis virginiana*), and the exotics, small leaf ligustrum (*Ligustrum sinense*), nandina (*Nandina domestica*), and silverthorn (*Elaeagnus pungens*).

3.3.3 Improved Pasture (FLUCCS 211 - 0.85 acres)

This site designation describes areas onsite used for the facilitation of game species recruitment. This includes plots within the upland planted pine which have been tilled and planted with forage grass species, a small barn, and open areas used for land management equipment.

4 Listed Species

Prior to initiating site-specific surveys for state and federally protect species, the Florida Fish and Wildlife Conservation Commission (FFWCC), USFWS, Information, Planning, and Conservation (IPaC) System, and FNAI databases were consulted for known protected species occurrence within the region.

Although these databases identified no protected species located on or within 0.5 mile of the study area, numerous federal and state listed species are known to occur within the region. The potential for a species to occur in the project area was determined by using a historical occurrence in the area, habitat preferences and distributions and existing site conditions. The project does not fall within any USFWS consultation area.

Frequently observed listed species found in the region include the southeastern American kestrel (*Falco sparverius paulus*), red-cockaded woodpecker (RCW; *Picoides borealis*), gopher tortoise (*Gopherus polyphemus*) and state-listed wading birds. The survey efforts focused on locating these species and other sensitive species known to occur within the region. Regional listed species utilization through habitat signature analysis was also conducted using aerial photography.

Site-specific surveys were initiated to determine the presence of listed species regulated by local, state, and federal government agencies. Survey transects were established such that all the habitats which are present were canvassed. Surveys were conducted on March 28, 2019 using pedestrian transects. Pedestrian surveys included meandering transects, line transects and spot surveys at wetland features and areas with unique aerial signatures. Pedestrian transects were conducted by ecologists walking parallel to each other through various habitats. The width of these transects varied ensuring that the surveyors had an overlapping field of view for specific species surveys. Specifically, the listed species surveys targeted potential gopher tortoise habitat and burrows, nest trees for red-cockaded woodpecker and habitat for rare botanical species.

4.1 Federally Protected Species

The FNAI database search results identified no previous records of federal listed species onsite or within 0.5 mile of the project limits. No federal listed species were observed or inferred to utilize the project study area. Based upon the USFWS's online IPaC database, the known ranges of seven (7) federally listed animal species overlap the study area. These species are listed in Table 1. Federally listed species, proposed and candidate species and critical habitat that potentially could occur in the study area are discussed herein.

Seven USFWS listed species were evaluated in this study. No adverse effects are anticipated to these species.

State-only listed species are discuss in Section 4.4, State Listed Species.

Table 1. Federally Protected Species Potentially Occurring in the Study Area

Scientific Name	Common Name	USFWS Status	Habitat Preference	Potential Occurrence
Reptiles				
<i>Drymarchon corais couperi</i>	Eastern indigo snake	T	Upland and wetland mosaic, gopher tortoise burrows, hydric ecotones	Low
<i>Gopherus polyphemus</i>	Gopher tortoise	CS	Xeric uplands, pine flatwoods, pastures, open, ruderal habitats	Low
Birds				
<i>Mycteria americana</i>	Wood stork	T	Nests in forested wetlands, utilizes shallow, open wetlands, ditches and ponds that concentrate prey for foraging.	Low

Clams				
<i>Medionidus simpsonianus</i>	Ochlockonee moccasinshell	E	Ochlockonee river and tributaries	None, no habitat present
<i>Pleurobema pyriforme</i>	Oval pigtoe	E	Medium sized creeks to small rivers	None, no habitat present
<i>Elliptoideus sloatianus</i>	Purple bankclimber	T	Small to large rivers	None, no habitat present
<i>Lampsilis subangulata</i>	Shiny-rayed pocketbook	E	Medium sized creeks and rivers	None, no habitat present

USFWS = U.S. Fish and Wildlife Service

T = Threatened

E = Endangered

CS = Candidate Species

4.1.1 **Eastern indigo snake (*Drymarchon corais couperi*), Federal and State Threatened**

This is a potentially large, robust, blue-black colored snake. Eastern indigo snakes are found in a variety of habitats within the Southeast, but in northern Florida they primarily occur in sandhill and other xeric habitats associated with gopher tortoise burrows. Good overall habitat often involves the close association of the upland shelter habitat with wetland edges. Some very limited gopher tortoise habitat is present, as are the wetland edges. However, no gopher tortoise burrows were found during surveys. There are other types of holes and cavities located along the ravine slopes of stream system that could provide habitat although it is not ideal. Because of this, the use of the USFWS's Standard Protection Measure for the Eastern Indigo Snake is advised.

Surveys for this species were conducted whenever appropriate habitat was encountered. Preferred habitat for this species was not observed within the study area. This species was not observed or inferred to utilize the study area. FNAI reports no occurrences of this species within the project area. The proposed action will have a federal effect determination of No Effect.

4.1.2 **Gopher tortoise (*Gopherus polyphemus*), Federal Candidate and State Threatened**

Gopher tortoises occupy a wide range of habitats with sandhill, mesic and scrubby pine flatwoods, dry prairies (treeless flatwoods), scrub, and xeric hammock being the most productive. Gopher tortoises will also occupy some heavier textured upland soils at lesser density provided that an appropriate, open, low-growing ground cover with a sparse to open canopy is present.

Very little potential habitat was observed onsite as most upland habitat exhibits a closed canopy. Gopher tortoise surveys were conducted in all upland habitats found onsite and no gopher tortoises or gopher tortoise burrows were found. This species was not observed or inferred to utilize the study area. FNAI reports no occurrences of this species within the project area. The proposed action will have a federal effect determination of No Effect.

4.1.3 **Wood Stork (*Mycteria americana*), Federal Threatened**

These large wading birds feed primarily on minnows and other aquatic organisms in open canopy, shallow water pools created by fluctuating tides or receding levels in freshwater during dry seasons. Breeding occurs in large rookeries and generally corresponds to climatic periods that favor the concentration of prey in shallow water. Foraging ranges from rookeries can extend outward to 80 miles but are usually less. In North Florida, Core Foraging Areas (CFAs) include suitable foraging habitat (SFH) within a 13-mile radius of a colony. SFH is defined by the Service as "...any area containing patches of relatively open (<25%) aquatic vegetation, calm water, and having a permanent or seasonal water depth between 2 and 15 inches". Examples of SFH include, but are not limited to freshwater marshes and stock

ponds, shallow, seasonally flooded roadside or agricultural ditches, narrow tidal creeks or shallow tidal pools, managed impoundments, and depressions in cypress heads and swamp sloughs." Two colonies to the south of the project area in Leon County have CFAs that overlap the project area. However, none of the wetland areas onsite provide suitable foraging habitat (SFH) for wood storks as they are significantly wooded with mostly closed canopy and involve a flowing freshwater stream which does not concentrate prey.

Surveys for this species were conducted whenever appropriate habitat was encountered onsite. Preferred habitat for this species was not observed within the site although adjacent offsite areas likely have habitat conditions potentially appropriate for utilization where the stream has been impounded. This species was not observed or inferred to utilize the project site. FNAI reports no occurrences of this species within the project area. For this reason we are suggesting the he proposed action will have a federal effect determination of May Affect, Not Likely to Adversely Affect.

4.1.4 Freshwater mussels, Federal Endangered / Threatened

Four freshwater mussels have ranges that overlap the project area; Oval pigtoe (*Pleurobema pyriforme*), Ochlockonee moccasinshell (*Medionidus simpsonianus*), Shiny-rayed pocketbook (*Lampsilis subangulata*) and Purple bankclimber (*Elliptioideus sloatianus*). All of these species are federal and State endangered except the Purple bankclimber which is federal and State threatened. Critical habitat (CH) has been established for all of these mussels but none of the CH overlaps the project area.

Aquatic surveys were conducted whenever appropriate habitat was encountered. No mussels were collected. In addition, the stream was walked with no mussel shells observed. Preferred habitat for this species was not observed within the site. These species were not observed or inferred to utilize the site. FNAI reports no occurrences of these species within the project area. The proposed action will have a federal effect determination of No Effect.

4.2 Federal Listed Critical Habitat

According to the USFWS, critical habitat refers to the specific areas within the geographic area, occupied by the species at the time it was listed, that contain the physical or biological features essential to the conservation of endangered and threatened species and that may need special management or protection. Critical habitat may also include areas that were not occupied by the protected species at the time of listing. No designated critical habitat is present in the study area. The proposed project is not anticipated to result in the destruction or adverse modification of critical habitat.

4.3 Potential Future Federal Protected Species Permitting

Environmental permits are required from one or more regulatory agencies for most land alterations, including the addition of impervious surfaces; construction, alteration, or abandonment of stormwater management facilities; impacts to wetland or surface waters (including navigable waters); and actions that could adversely affect specific protected wildlife species and/or their habitat.

The USFWS and the NMFS serve as the federal wildlife commenting agencies during the USCG and U.S. Army Corps of Engineers (USACE) federal permitting processes. These agencies act as lead permitting agencies for Section 10 permitting under the ESA. Based on the findings of this environmental assessment, federal permitting for protected species is not anticipated.

Migratory birds are protected under the Migratory Bird Treaty Act (16 U.S.C. 703-711) from activities that present foreseeable risk of their death or injury. Loss and degradation of habitat are potential effects of construction. There is also the potential to kill or injure migratory birds during construction activities. To reduce effects to migratory birds, if necessary, land-clearing activities will be timed to avoid nesting periods.

4.4 State Listed Species

The FNAI database search results identified no documented historical record of state listed species within 0.5 mile of the project limits. Additional listed species were identified in the FNAI database search results as likely to occur or potential to occur.

The FFWCC maintains the list of animal species that have been awarded state listing and associated regulatory protections. The Florida Department of Agriculture and Consumer Services (FDACS) maintains the list of plant species that have been awarded state listing. Species listed only by the state of Florida that may potentially occur in the project area, based on known ranges and the presence of suitable habitat, are presented in Table 2. A complete list of state regulated plants is detailed in the Regulated Plant Index, Chapter 5B-40.0055, F.A.C.

Table 2. State-only Protected Species Potentially Occurring in the Study Area

Scientific Name	Common Name	FFWCC Status	Habitat Preference	Potential Occurrence
Reptiles				
<i>Pituophis melanoleucus mugitus</i>	Florida pine snake	ST	pine-turkey oak woodlands, abandoned fields, scrub, sandhills, longleaf pine forest	Low
Plants				
<i>Brickellia cordifolia</i>	Flyr's Brickell-bush	E	Mesic to dry-mesic pine-hardwood or oak-hickory upland forests	Low
<i>Magnolia ashei</i>	Ashes's magnolia	E	Bluffs, hammocks, bayheads	Low
<i>Matelea floridana</i>	Florida spiny-pod	E	Bluffs, floodplains	Low
<i>Rhododendron austrinum</i>	Florida flame azalea	E	Bluffs, hammocks, floodplains	Low

FFWCC = Florida Fish and Wildlife Conservation Commission

T = Threatened

E = Endangered

ST = State-designated Threatened

SSC = Species of Special Concern

4.4.1 **Florida Pine Snake (*Pituophis melanoleucus mugitus*), Florida Threatened**

This snake is large, stocky, and tan or rusty colored with darker blotches. The Florida pine snake prefers relatively open canopies with dry soils in which it burrows. The Florida pine snake is a fossorial snake that typically utilizes pocket gopher burrows and occasionally gopher tortoise burrows. The site has low potential to support the Florida pine snake due to a lack of gopher tortoise populations, along with significant silviculture activities in uplands.

Surveys for this species were conducted whenever appropriate habitat was encountered. Preferred habitat for this species was not observed within the site. This species was not observed or inferred to utilize the site. FNAI reports no occurrences of this species within the project area. The proposed action will have a state effect determination of No Effect Anticipated.

4.4.2 **Flyr's Brickell-bush (*Brickellia cordifolia*), Florida Endangered**

An erect, perennial herb of dry, upland pine-oak woods and ravine slopes. Purplish-pink flower heads at the top of stems occur in late summer and early fall. Plants typically prefer sunny locations in gaps or on the edge of forest and benefit when fire extends into the edge of hardwood/conifer mixed forest. Conversion of upland woods to pine plantations has greatly reduced the occurrence of this species.

Surveys for this species were conducted whenever appropriate habitat was encountered. This species was not observed or inferred to utilize the study area. FNAI reports no occurrences of this species within the project area. The proposed action will have a state effect determination of No Effect Anticipated.

4.4.3 Ashe's Magnolia (*Magnolia ashei*), Florida Endangered

Ashe's magnolia is a deciduous, understory shrub or small tree with very large leaves and flowers. Blooms occur in late spring. Ashe's magnolia grows in the shade of mixed hardwood forests, upland ravine slopes, steepheads and bluffs. In natural, shaded habitats plants are often sprawling, with short trunks and spreading branches. This rare species is endemic to the Florida Panhandle with two centers of population; from Leon and Wakulla counties west to the Apalachicola River, then in the central through western panhandle. Some authors assign Ashe's magnolia to subspecies status as *Magnolia macrophylla* subsp. *ashei*. However, the ranges of *Magnolia macrophylla* subsp. *macrophylla* and *M. m.* subsp. *ashei* do not overlap, so even as a sub-species this plant is rare and endemic to Florida.

Surveys during the bloom period for this species were conducted whenever appropriate habitat was encountered. No Ashe's magnolia was found within the project study area. The proposed action will have a state effect determination of No Effect Anticipated.

4.4.4 Florida spiny-pod (*Matelea floridana*), Florida Endangered

This species is a members of the dogbane family (*Apocynaceae*) and contain white, milky sap. This herbaceous, twining vines has broad, opposite, ovate-heart-shaped leaves. This species preferred habitat is mesic to wet forests and thickets.

Surveys for this species were conducted whenever appropriate habitat was encountered. No individuals were found within the site. The proposed action will have a state effect determination of No Effect Anticipated.

4.4.5 Florida Flame Azalea (*Rhododendron austrinum*), Florida Endangered

Florida flame azalea, a native azalea, is a medium to large, deciduous, spring blooming shrub exhibiting conspicuous, honeysuckle scented, orange, golden or yellow flowers. This species occupies upland hardwood forests and the bluffs and banks of streams nearly throughout the panhandle. The potential habitat for this plant within the study area is either already converted to silviculture or was totally surveyed along the ravine systems.

Surveys for this species were conducted whenever appropriate habitat was encountered No Florida Flame azalea were found within the project study area. The proposed action will have a state effect determination of No Effect Anticipated.

4.5 Potential Future State Protected Species Permitting

Environmental permits are required from one or more regulatory agencies for actions that could adversely affect specific protected wildlife species and/or their habitat.

The FFWCC serves as the state wildlife commenting agency on state environmental permits and issue certain protected species permits.

Based on the findings of this environmental assessment, state permitting for protected species is not anticipated.

4.6 Other Protected Species and Habitats

4.6.1 Bald Eagle (*Haliaeetus leucocephalus*)

The bald eagle was removed from the ESA in 2007 and Florida's Endangered and Threatened Species list in 2008; however, the eagle remains protected under the BGEPA, the MBTA, and Florida's bald eagle rule, Chapter 68A-16.002, Florida Administrative Code. The location of known bald eagle's nests in the state is maintained by the FWC. According to this data, the closest bald eagle nest is 5.27 miles away from the project study area (#GA004), was last surveyed in 2012 and determined active at that time.

Surveys for this species were conducted whenever appropriate habitat was encountered. Preferred habitat for this species was not observed within the site. This species was not observed or inferred to utilize the study area. FNAI nor FFWCC reports no occurrences of this species within the project area. The proposed action will have an effect determination of No Effect Anticipated.

4.6.2 Florida Black Bear (*Ursus americanus floridanus*)

The Florida black bear was removed from the state's list of protected species in 2012; however, the bear remains protected under Chapter 68A-4.009, Florida Administrative Code, the Florida Black Bear Conservation Plan. The black bear requires large amounts of space for its home range and a variety of forested habitats, including flatwoods, swamps, scrub oak ridges, bayheads, and hammocks. The project area is located within the range of the Apalachicola population of the black bear and is in the Eastern Panhandle Bear Management Unit (BMU) as identified in the 2012 Bear Management Plan. According to the FFWCC Eastern Panhandle BMU range map (2016), the project is within the occurrence designation of 'common'.

Though this species may occur in the vicinity and traverse the area occasionally it was not observed or inferred to utilize the site. Neither FNAI nor FFWCC report occurrences of this species within the project area. The proposed action will have an effect determination of No Effect Anticipated.

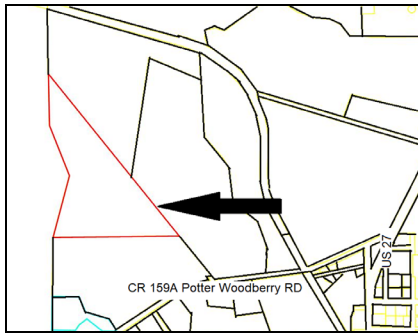
5 Cultural Resources Clearance

Cardno has prepared the minimum documentation required for a State Historic Preservation Office review. This package was sent to the Division of Historical Resources Compliance Review on April 2, 2019. After their review, the Division of Historical Resources will either request that a professional cultural survey be conducted on the subject property or issue a clearance letter stating no cultural resources have been determined to occur onsite. This documentation will be provided when received.

GADSDEN COUNTY BOARD OF COMMISSIONERS REVISED MEETING NOTICE

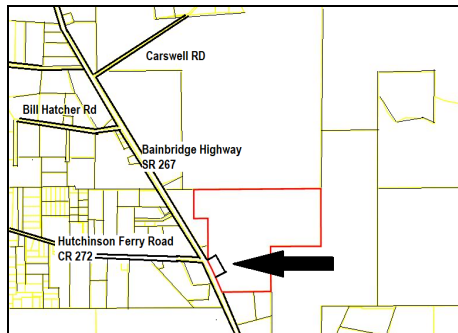
The Gadsden County Board of County Commissioners will virtually hold and broadcast their bi-monthly regular meeting and public hearings on **Tuesday, May 18, 2021, at 6:00 p.m.** Those wishing to provide public testimony for the meeting and public hearings will be able to do so by attending the meeting. Due to the restrictions on gatherings as a result of the COVID-19 virus, this meeting may be viewed by accessing the Gadsden County Board of County Commissioners Facebook Page, www.facebook.com/GadsdenCountyBOCC. Virtual meeting access details will be posted to the Gadsden County website, www.gadsdencountyfl.gov. Anyone wishing to speak on agenda items or non-agenda items should schedule or notify the County Public Information Officer at 850-875-8671 or at media@gadsdencountyfl.gov before attending the meeting and will be asked to follow the Gadsden County Public Meetings Citizens Access Guidelines. Public comment for Commissioners meetings can be submitted via email to CitizensToBeHeard@gadsdencountyfl.gov until **3:00 p.m. on Tuesday, May 18, 2021**. Comments submitted after the deadline but prior to the meeting will be added to the official record, but the County cannot guarantee that Commissioners and staff will have adequate time to review comments prior to the meeting. The proposed agenda will include the following scheduled Public Hearings:

FL Solar DI LLC Solar Conceptual/Preliminary Site Plan (Quasi-Judicial) (SP 2021-02) - Consideration of a conceptual/preliminary site plan to allow construction of a solar power generation facility (solar farm) on a 35.72± acre parcel referred to by Tax Parcel ID #2-15-3N-2W-0000-00333-0000 located north of Potter Woodberry Road.



SR 267 Bainbridge Rd Future Land Use Map Amendment, Coastal Forest Resources Co. (Legislative) (SSPA 2020-01) – Consideration of Ordinance #2021-003 to amend the Comprehensive Plan Future Land Use Map from Agriculture 1 to the Commercial future land use district for 2.5± acres of a 115.65 acre parcel, referred to by Tax Parcel Identification # 2-14-3N-4W-0000-00110-0000 as follows:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP TO CHANGE THE LAND USE DESIGNATION FOR THE PARCEL IDENTIFIED BY PARCEL ID NUMBER 2-14-3N-4W-0000-00110-0000; TOTALING 2.5+/- ACRES FROM AGRICULTURE 1 TO COMMERCIAL; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY, CORRECTION OF SCRIVENER’S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM A CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.



The files for the proposals are available for public inspection at least at the Gadsden County Planning Division, 1B E. Jefferson St., Quincy, Florida and on the County website at www.gadsdencountyfl.gov.

If you are a person with a disability who needs any accommodation in order to participate in this meeting, you are entitled, at no cost to you, to the provision of certain assistance. Persons needing assistance in obtaining any information from the County must contact the County Public Information by calling (850)875-8671 or emailing media@gadsdencountyfl.gov at least 48 hours prior to the meeting. If you are hearing or voice impaired call 711.

SECURITY FENCE (TYP.)
50 FT. SETBACK
PROPERTY BOUNDARY

PROPOSED 25' WETLAND BUFFER
0.80 AC WETLAND TO REMAIN UNDISTURBED
50 FT. SETBACK
PROPERTY BOUNDARY

SECURITY FENCE (TYP.)
PROPOSED TRANSFORMER PADS

MATCHLINE SEE THIS SHEET

20' ACCESS ROAD

20' ENTRANCE
SITE ENTRANCE, SEE DETAIL SHEET 7

EXISTING GRAVEL ROAD TO REMAIN

SECURITY FENCE (TYP.)
12' ACCESS ROAD

20' ACCESS ROAD

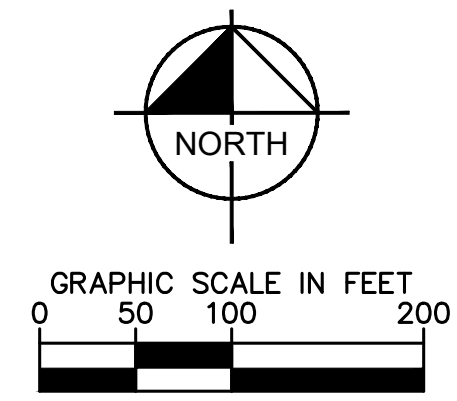
ACCESS GATE

20' ACCESS ROAD

MATCHLINE SEE THIS SHEET

LEGEND

- PROPERTY BOUNDARY
- - - 50 FT. PROPERTY SETBACK
- FENCE LINE
- TRANSFORMER PAD
- ▨ PV MODULE
- ▨ ACCESS ROAD, SEE DETAILS ON SHEET 7
- ▨ WETLANDS
- PROPOSED 25' WETLAND BUFFER



FL SOLAR D1 GRID-TIE PHOTOVOLTAIC SYSTEM
SECTION 15, TOWNSHIP 3 NORTH RANGE 2 WEST, GADSDEN COUNTY, FL

OWNER
FL SOLAR D1, LLC

PROJECT
FL SOLAR D1 GRID-TIE PHOTOVOLTAIC SYSTEM
LOCATION: POTTER WOODBURY ROAD, GADSDEN COUNTY, FL

SITE COVERAGE

SITE COVERAGE TABLE			
DESCRIPTION	SQ. FT.	ACREAGE	% OF SITE
PROPOSED ACCESS ROAD	69,618	1.60	4.39
TRANSFORMER PADS	662	0.02	0.05
TOTAL IMPERVIOUS	70,280	1.62	4.44
TOTAL PERVIOUS	1,517,896	34.85	95.57
PROJECT AREA (FENCED)	889,532	20.42	56.00
PROJECT AREA (ON-SITE)	1,555,760	35.72	97.97
PROJECT AREA (OFF-SITE)	32,416	0.74	2.03
TOTAL AREA	1,588,176	36.46	100
EXISTING WETLANDS	34,806	0.80	2.19

SURFACING
ACCESS ROAD: BASE MATERIAL
TRANSFORMER PADS: STABILIZED AGGREGATE BASE
OPEN SPACE: GRASS AREA

NOTE: ALL DISTURBED AREAS SHALL BE SEEDED UNLESS SPECIFIED OTHERWISE

ZONING

SITE ZONING SETBACKS	
FRONT	50'
SIDE	50'
REAR	50'

STRUCTURE DISTANCE TO PROPERTY BOUNDARY
SOLAR PANELS ARE MINIMUM 50' FROM PROPERTY BOUNDARY

100-YEAR FLOODPLAIN
THE FACILITY LIES WITHIN FLOOD ZONE X (AREA OF MINIMAL FLOOD HAZARD AS IDENTIFIED ON FEMA PANEL No. 12039C00118C, EFFECTIVE DATE 02/04/2009). ZONE X IS LOCATED OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SECURITY FENCING
PERIMETER FENCE SHALL BE 6'-0" CHAINLINK WITH 3 STRANDS OF BARBED WIRE TO MAKE AN OVERALL HEIGHT OF 7'-0".

Kimley»Horn
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100 RICHARD JACKSON BOULEVARD, SUITE 120-C
PANAMA CITY BEACH, FL 32407 PHONE: 850-553-3522
WWW.KIMLEY-HORN.COM CA 00006996

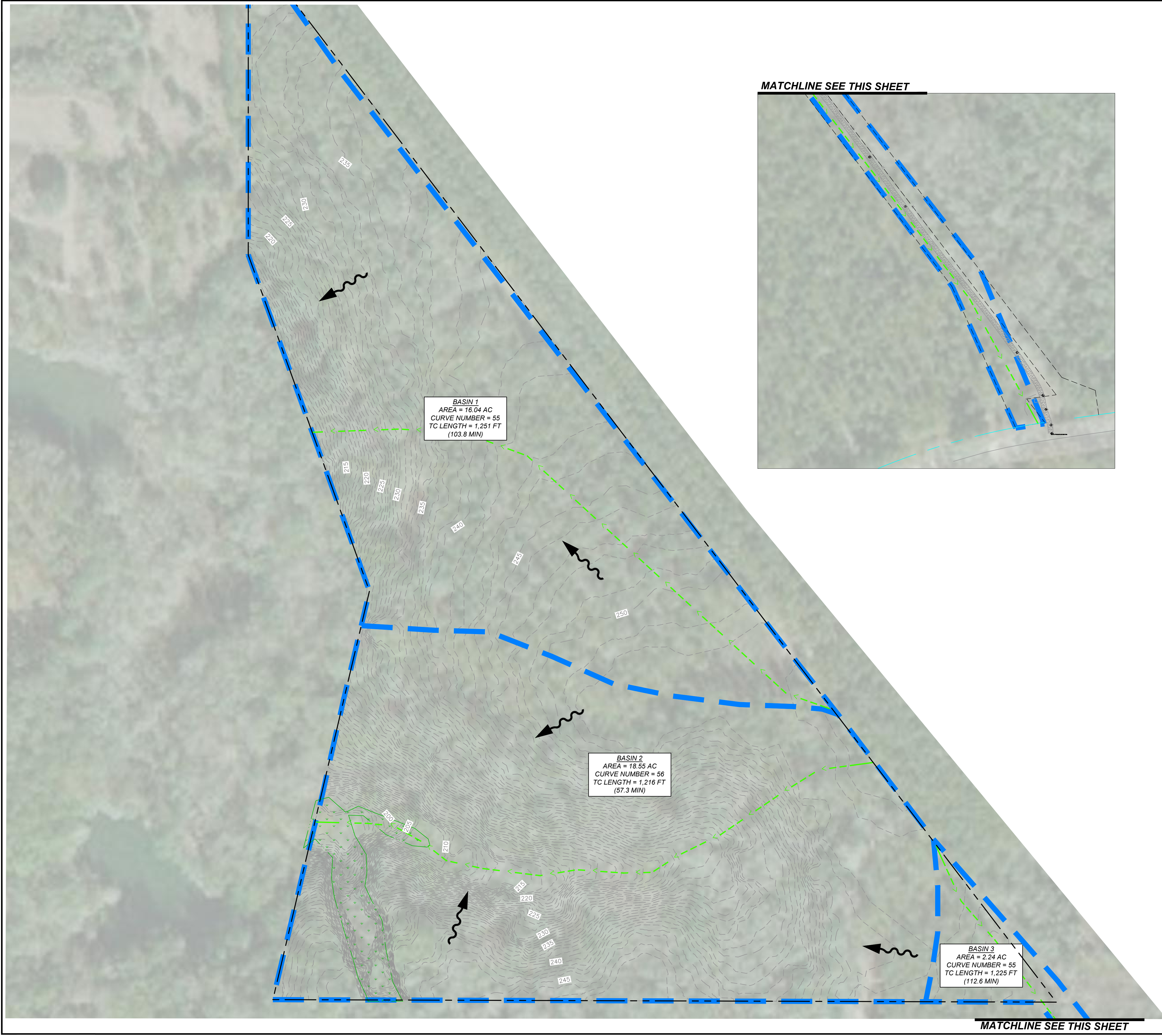


KHA PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
140767003	2/26/2021	AS SHOWN	JMB	MDW	JMB

SITE PLAN

FL SOLAR D1 GRID-TIE PV SYSTEM
PREPARED FOR
FL SOLAR D1, LLC
GADSDEN COUNTY FLORIDA

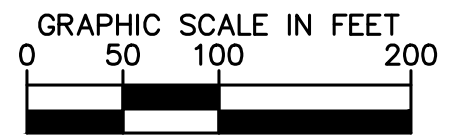
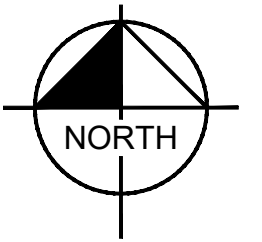
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MATCHLINE SEE THIS SHEET



MATCHLINE SEE THIS SHEET



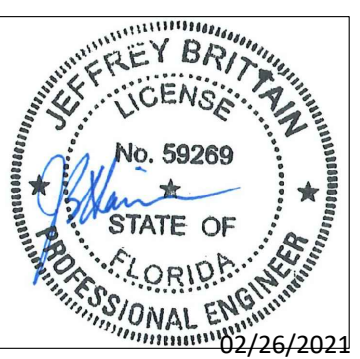
NOTES:

1. BOUNDARY AND TOPOGRAPHIC SURVEY COMPLETED BY SOUTHEASTERN SURVEYING AND MAPPING CORPORATION, DATED 11/17/2020.
2. LIDAR SURVEY INFORMATION OBTAINED FROM NOAA. DATA IS 2018 USGS LIDAR - FLORIDA PANHANDLE.
3. AERIAL IMAGERY FROM FDOT A- PLUS AERIAL IMAGERY, ACQUIRED 2019 - 0.50 FT.
4. THE CN VALUES SHOWN ARE PRE DEVELOPMENT VALUES.

LEGEND

- PROPERTY BOUNDARY
- DRAINAGE BASIN
- TIME OF CONCENTRATION FLOW PATH
- EXISTING CONTOURS
- SHEET FLOW ARROW
- WETLANDS

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KHA PROJECT	140767003
DATE	2/26/2021
SCALE	AS SHOWN
DESIGNED BY	JMB
DRAWN BY	MDW
CHECKED BY	JMB

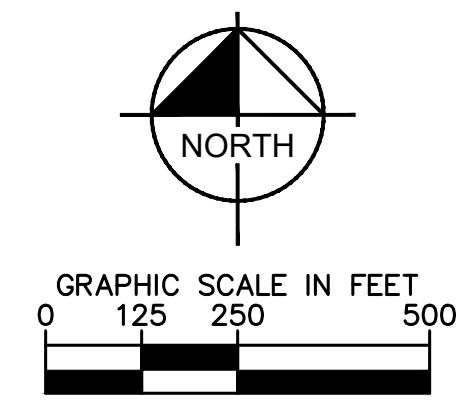
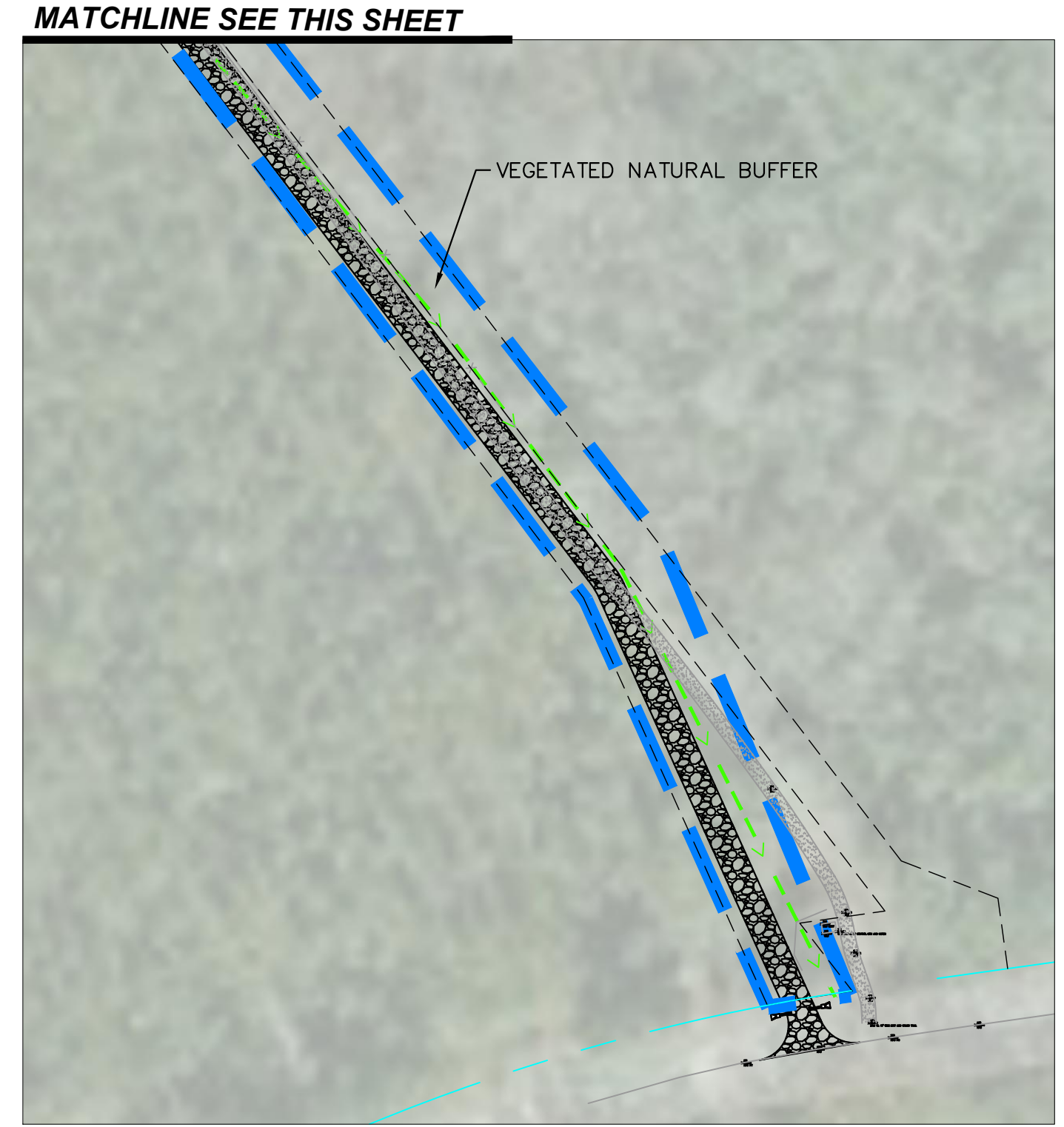
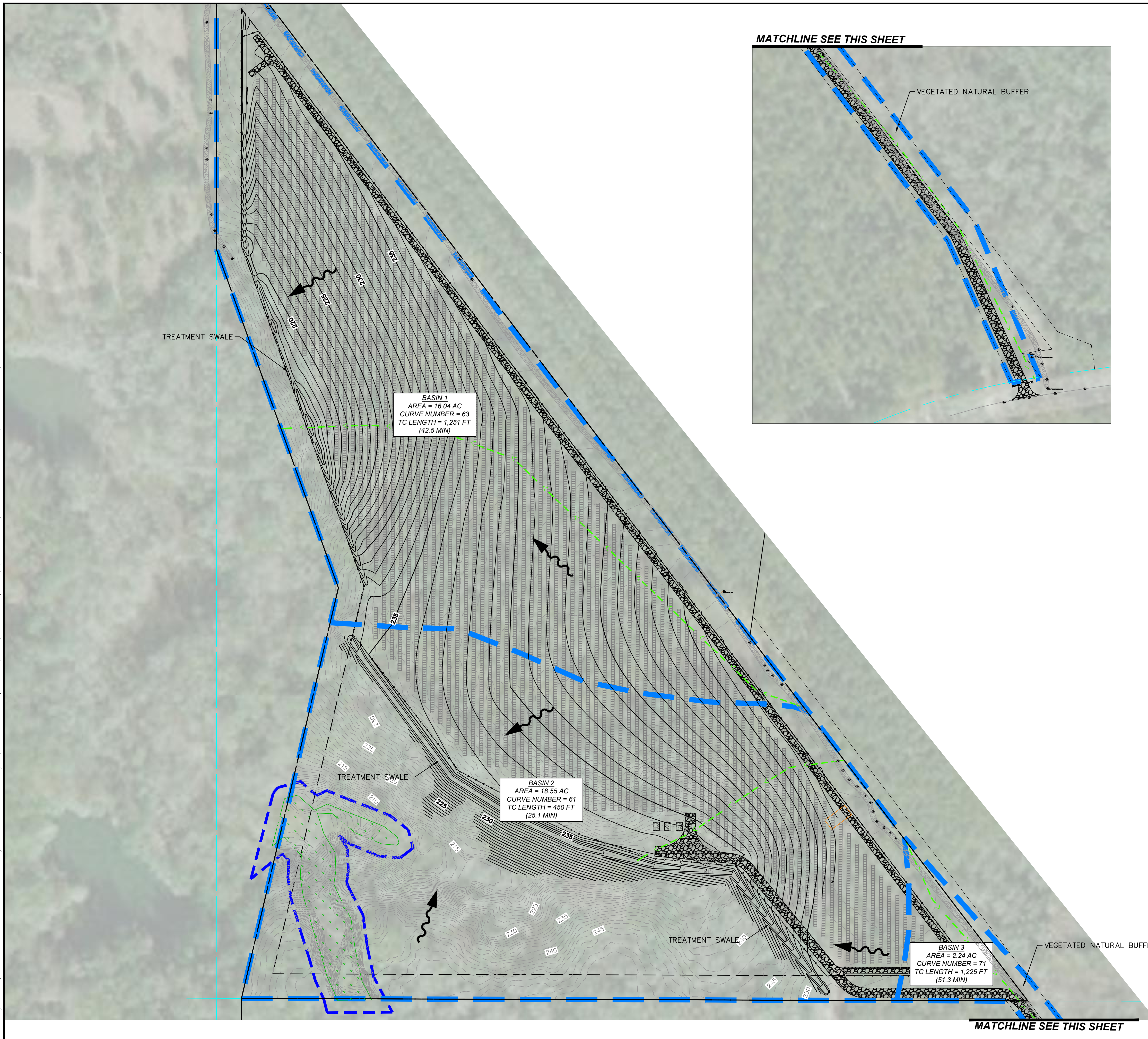
**FL SOLAR D1
 GRID-TIE PV SYSTEM PRE DEVELOPMENT
 DRAINAGE PLAN**

PREPARED FOR
FL SOLAR D1, LLC
 GADSDEN COUNTY FLORIDA

SHEET NUMBER
3

No.	REVISIONS	DATE	BY

Plotted By: Stewart, Erin Sheet Set: HINSON, SOLAR Layout: POST DEV February 23, 2021 12:50:03pm C:\Users\Erin.Stewart\Desktop\Florida Solar\Tallahassee Sites\Hinson\CAD\Plan Sheets\4-POST-DEV-DRAINAGE-MAP.dwg



- NOTES:**
1. BOUNDARY AND TOPOGRAPHIC SURVEY COMPLETED BY SOUTHEASTERN SURVEYING AND MAPPING CORPORATION, DATED 11/17/2020.
 2. LIDAR SURVEY INFORMATION OBTAINED FROM NOAA. DATA IS 2018 USGS LIDAR - FLORIDA PANHANDLE.
 3. AERIAL IMAGERY FROM FDOT A- PLUS AERIAL IMAGERY, ACQUIRED 2019 - 0.50 FT.
 4. THE CN VALUES SHOWN ARE POST DEVELOPMENT VALUES.

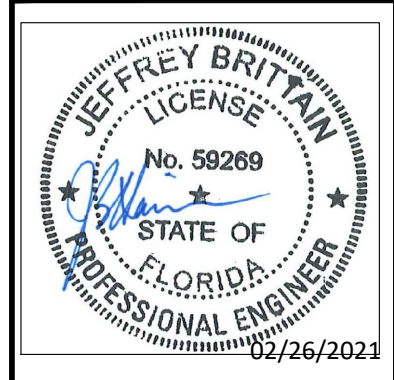
LEGEND

	PROPERTY BOUNDARY
	DRAINAGE BASIN
	TIME OF CONCENTRATION FLOW PATH
	EXISTING CONTOURS
	PROPOSED CONTOURS
	SHEET FLOW ARROW
	WETLANDS
	PROPOSED 25' WETLAND BUFFER

NO.	REVISIONS	DATE	BY

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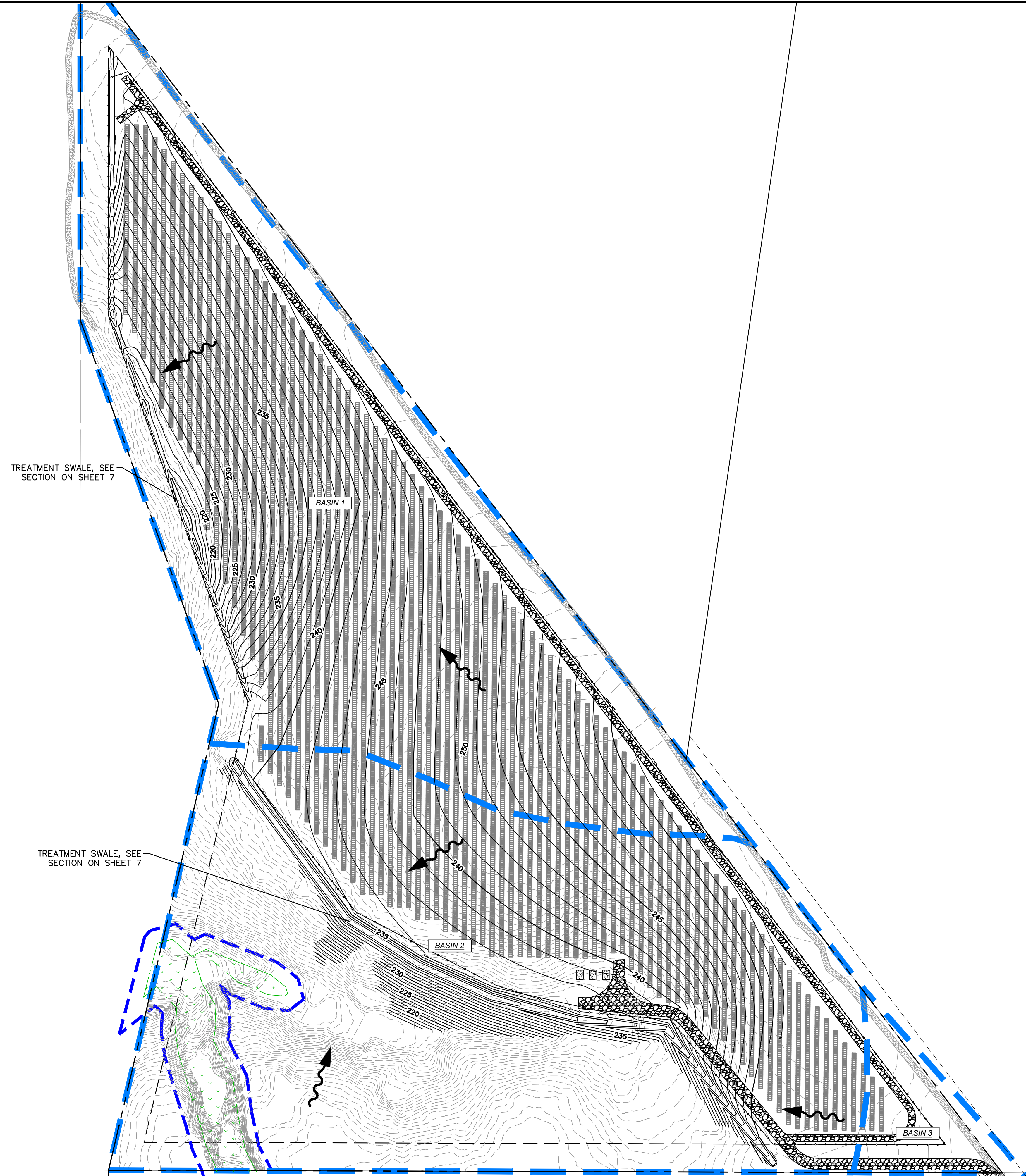


KHA PROJECT 140767003	DATE 2/26/2021	SCALE AS SHOWN	DESIGNED BY JMB	DRAWN BY MDW	CHECKED BY JMB
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POST DEVELOPMENT DRAINAGE PLAN

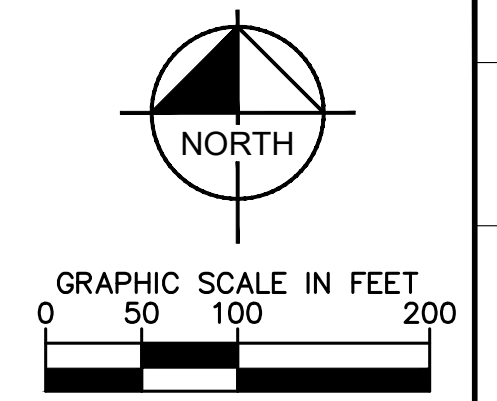
FL SOLAR D1 GRID-TIE PV SYSTEM
PREPARED FOR
FL SOLAR D1, LLC
PADSDEN COUNTY FLORIDA

SHEET NUMBER
4



NOTES:

1. TRANSFORMER PADS TO BE A MINIMUM OF 12" ABOVE FINISH GRADE.
2. ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN DATUM OF 1988 (NAVD88).
3. SERVICE PATH SLOPES SHALL NOT EXCEED 4% LONGITUDINALLY.



LEGEND

- PROPERTY BOUNDARY
- - - FENCE LINE
- - - 240 - - - EXISTING CONTOURS
- TRANSFORMER PAD
- ▨ PV MODULE
- ▨ ACCESS ROAD
- - - - - BASIN BOUNDARY
- ▭ BASIN 2 BASIN IDENTIFICATION
- ~ SHEET FLOW ARROW
- - - 240 - - - PROPOSED CONTOUR
- ▭ WETLANDS
- - - - - 25' WETLAND BUFFER

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KHA PROJECT	140767003
DATE	2/26/2021
SCALE	AS SHOWN
DESIGNED BY	JMB
DRAWN BY	MDW
CHECKED BY	JMB

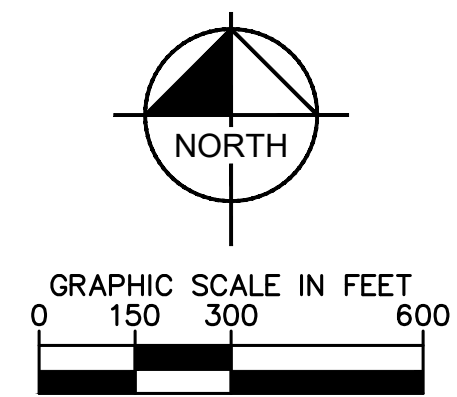
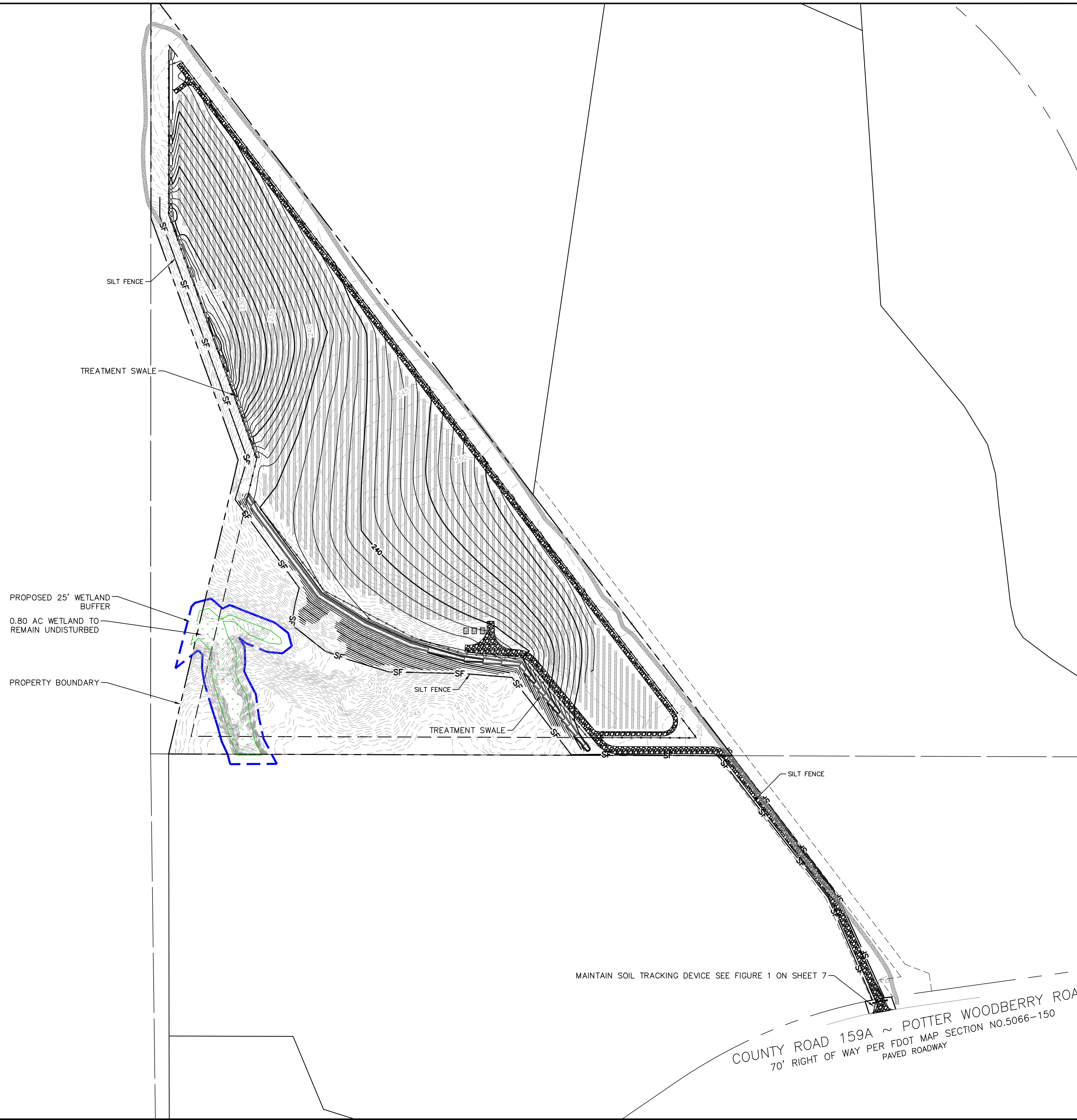
GRADING PLAN

FL SOLAR D1
 GRID-TIE PV SYSTEM
 PREPARED FOR
 FL SOLAR D1, LLC
 GADSDEN COUNTY FLORIDA

SHEET NUMBER
5

No.	REVISIONS	DATE	BY

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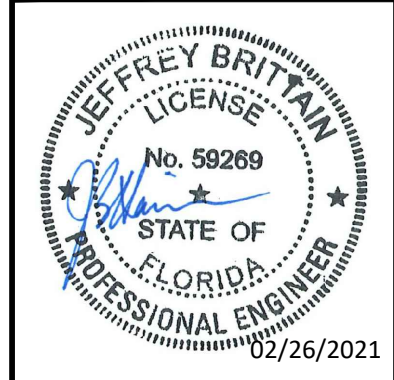


- LEGEND**
- PROPERTY BOUNDARY
 - - - 50 FT. PROPERTY SETBACK
 - - - FENCE LINE
 - ☐ TRANSFORMER PAD
 - ▨ PV MODULE
 - ▨ ACCESS ROAD, SEE DETAILS ON SHEET 7
 - ▨ WETLANDS
 - - - PROPOSED 25' WETLAND BUFFER
 - SF - SILT FENCE
 - ☐ SOIL TRACKING PREVENTION DEVICE

No.	REVISIONS	DATE	BY

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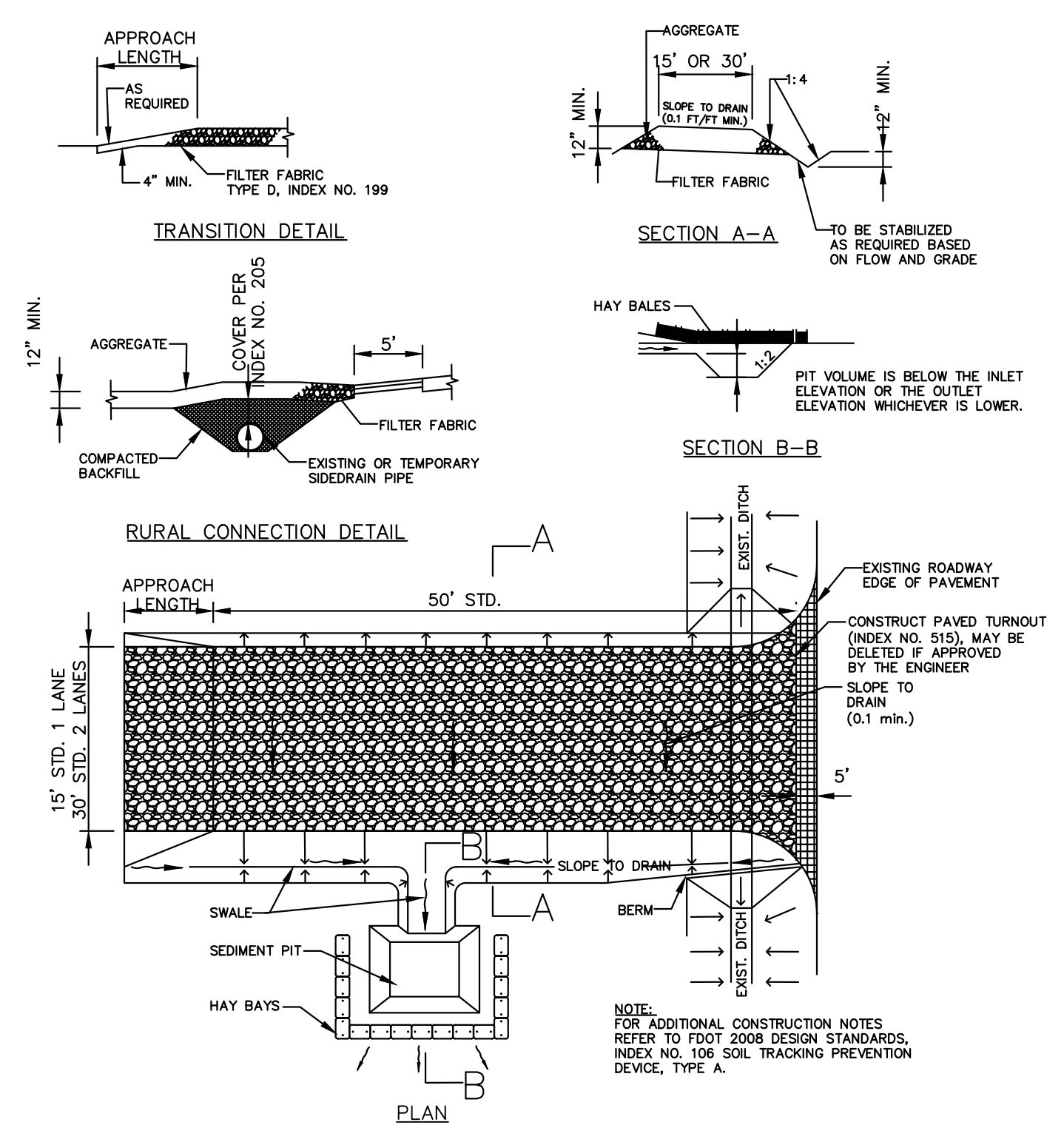
KHA PROJECT 140767003	DATE 2/26/2021	SCALE AS SHOWN	DESIGNED BY JMB	DRAWN BY MDW	CHECKED BY JMB
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EROSION CONTROL PLAN

FL SOLAR D1
 GRID-TIE PV SYSTEM
 PREPARED FOR
 FL SOLAR D1, LLC
 GADSDEN COUNTY FLORIDA

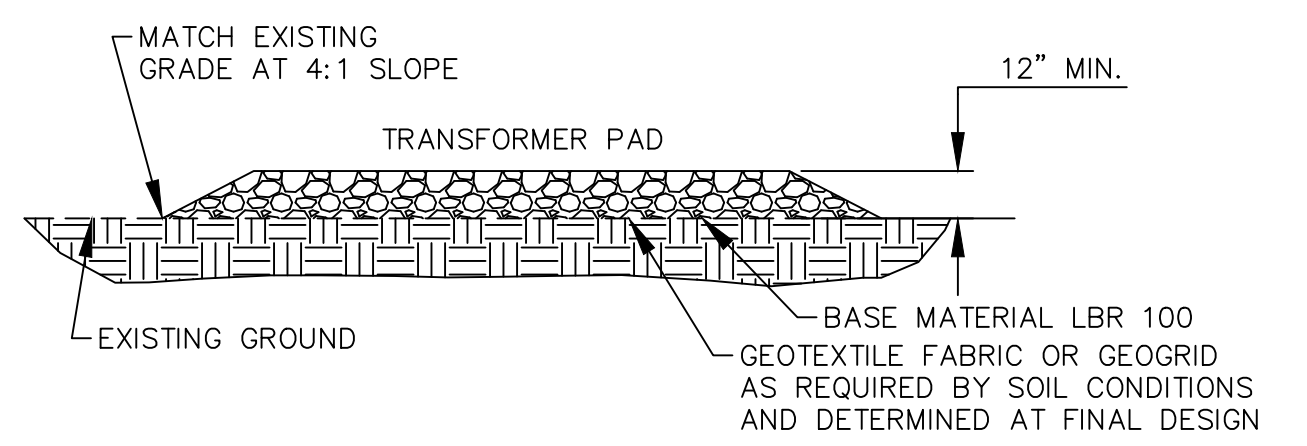
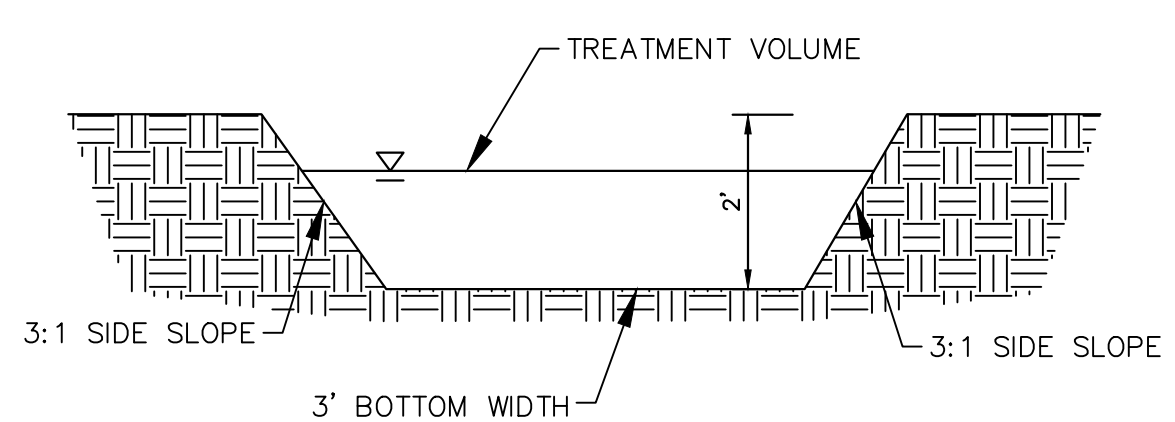
CALL 2 BUSINESS DAYS BEFORE YOU DIG
 IT'S THE LAW! DIAL 811
 Know what's below. Call before you dig.
 SUNSHINE STATE ONE CALL OF FLORIDA, INC.

Plotted By: Stewart, Erin Sheet: Set-HINSON SOLAR Layout: EROS DETAILS February 23, 2021 12:50:45pm C:\Users\Erin.Stewart\Desktop\Solar\Tallahassee Sites\Hinson\CAD\Plan Sheets\7-EROSION-CONTROL-DETAILS.dwg

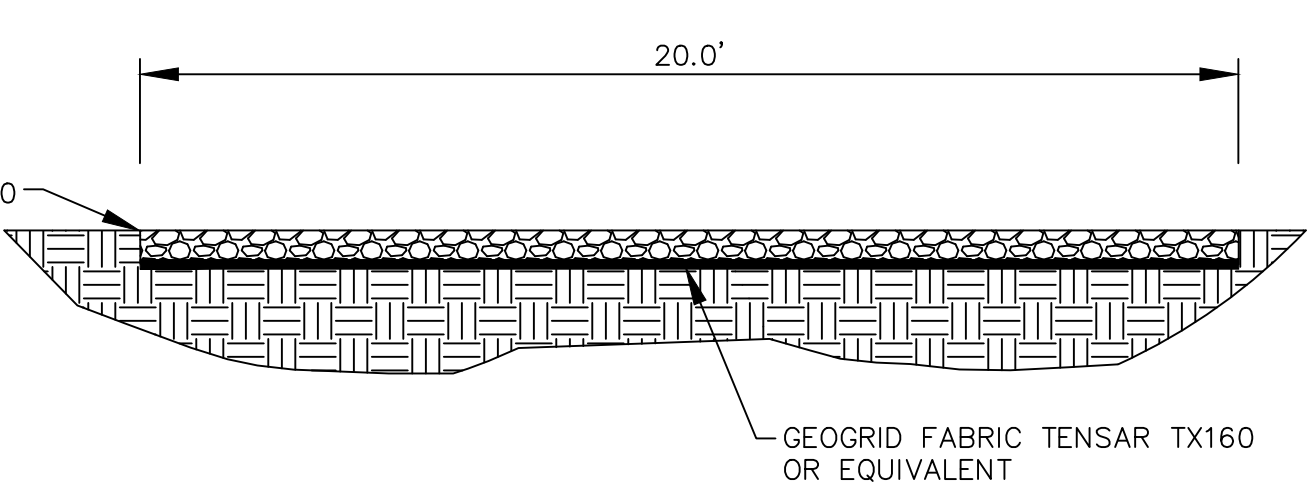


SOIL TRACKING PREVENTION DEVICE
 N.T.S.
FIGURE 1

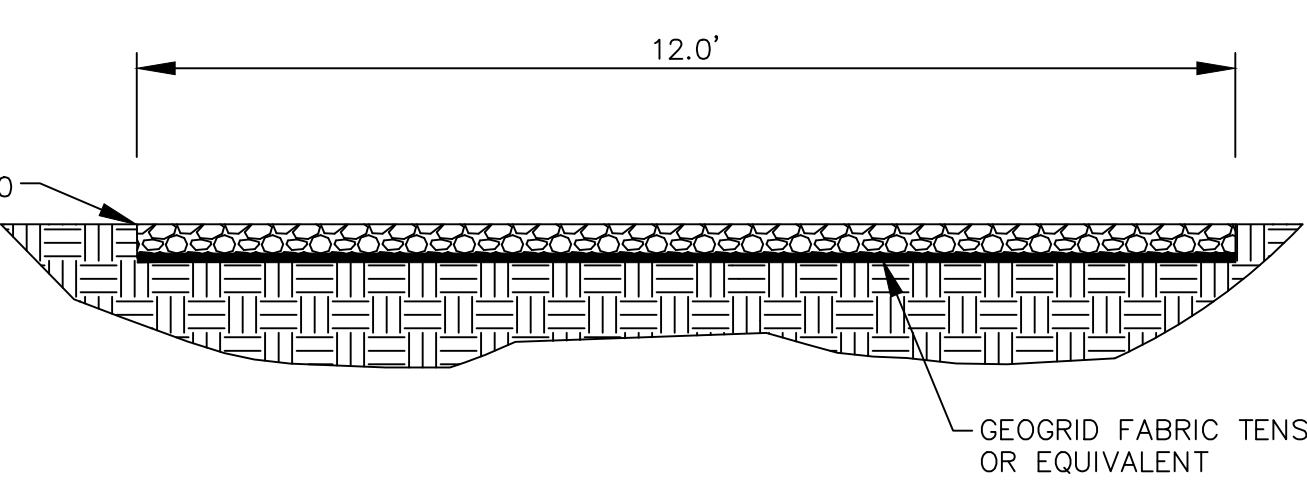
NOTES:
 1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
 2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
 3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE.



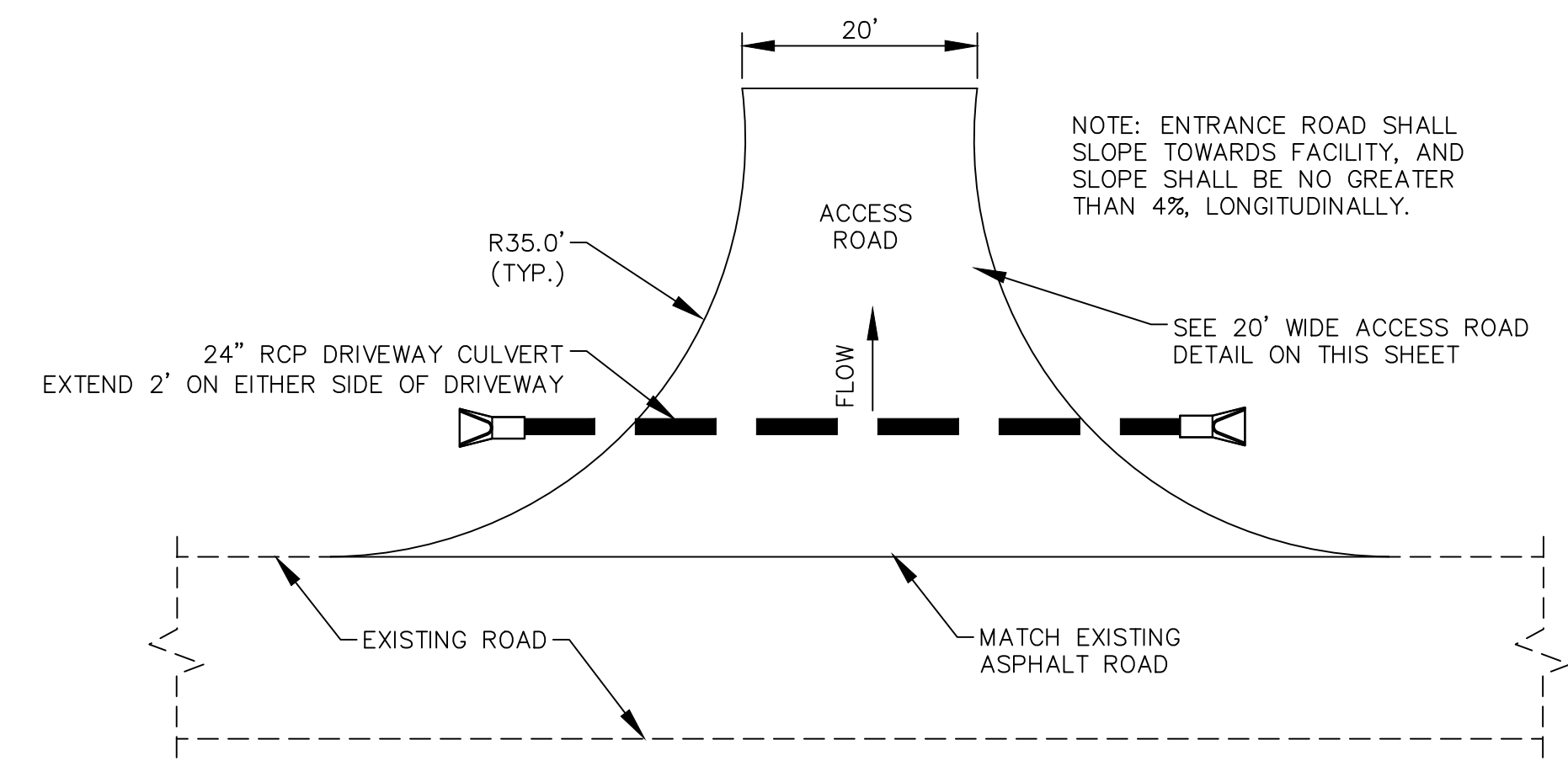
TRANSFORMER PAD
 SCALE: NTS



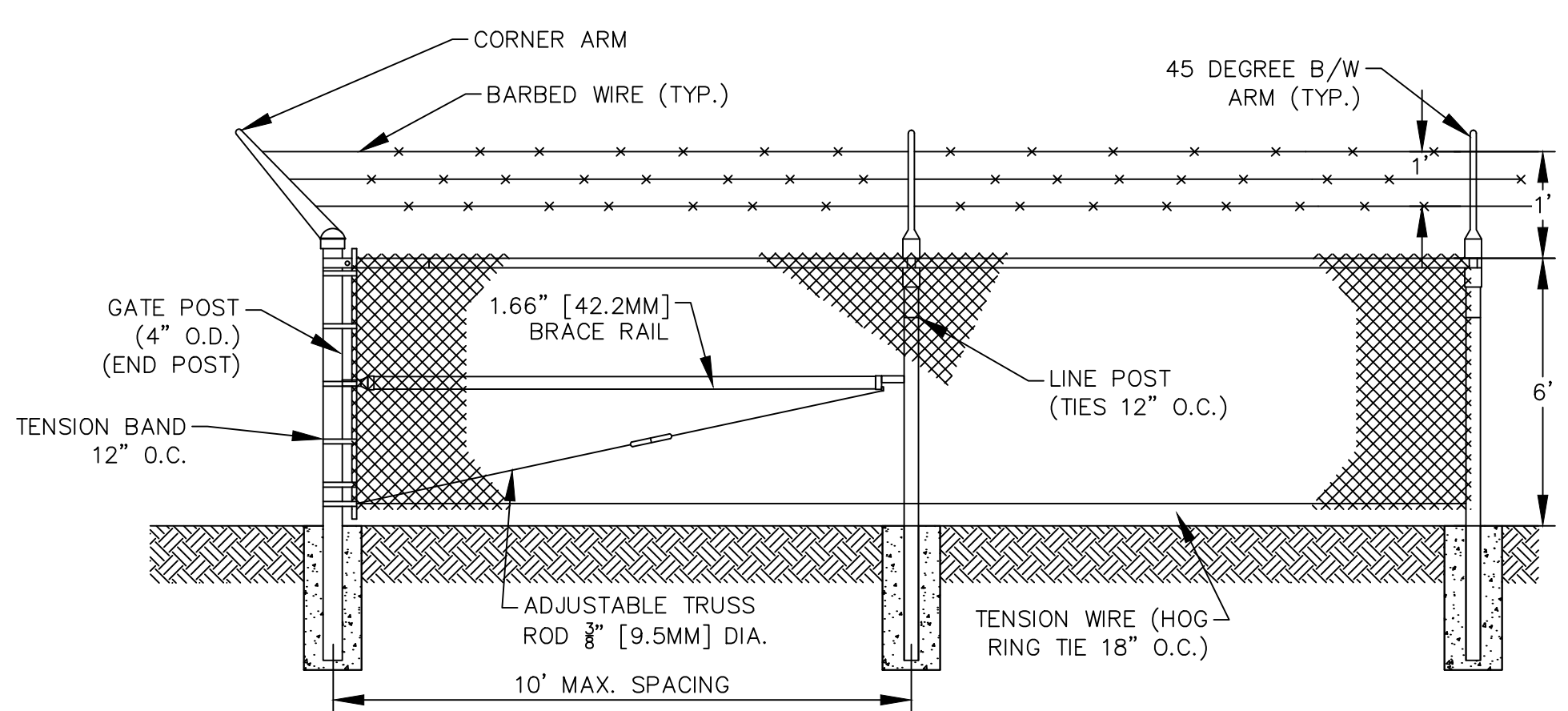
20' WIDE ACCESS ROAD
 SCALE: NTS
 NOTE: ROAD SECTION PER DRAFT GEOTECH REPORT DATED DECEMBER 30, 2020.



12' WIDE ACCESS ROAD
 SCALE: NTS
 NOTE: ROAD SECTION PER DRAFT GEOTECH REPORT DATED DECEMBER 30, 2020.



SITE ENTRANCE DETAIL
 SCALE: NTS



SECURITY FENCE DETAIL
 SCALE: NTS

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 IT'S THE LAW! DIAL 811
 Know what's below. Call before you dig.
 SUNSHINE STATE ONE CALL OF FLORIDA, INC.

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 WWW.KIMLEY-HORN.COM CA 0000696

JEFFREY BRITAIN
 LICENSE No. 59269
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 02/26/2021

KHA PROJECT 140767003	DATE 2/26/2021	SCALE AS SHOWN	DESIGNED BY JMB	DRAWN BY MDW	CHECKED BY JMB
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DETAILS

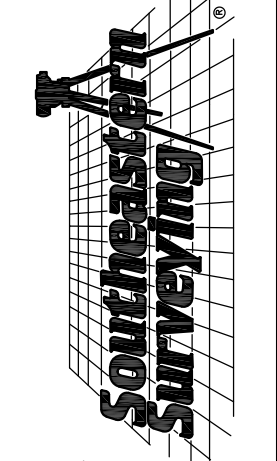
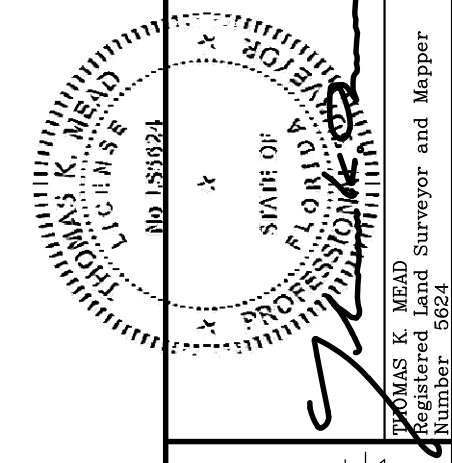
FL SOLAR D1 GRID-TIE PV SYSTEM
 PREPARED FOR FL SOLAR D1, LLC
 GADSDEN COUNTY FLORIDA

ALTA/NSPS LAND TITLE SURVEY

POTTER WOODBERRY ROAD, HAVANNA, FLORIDA

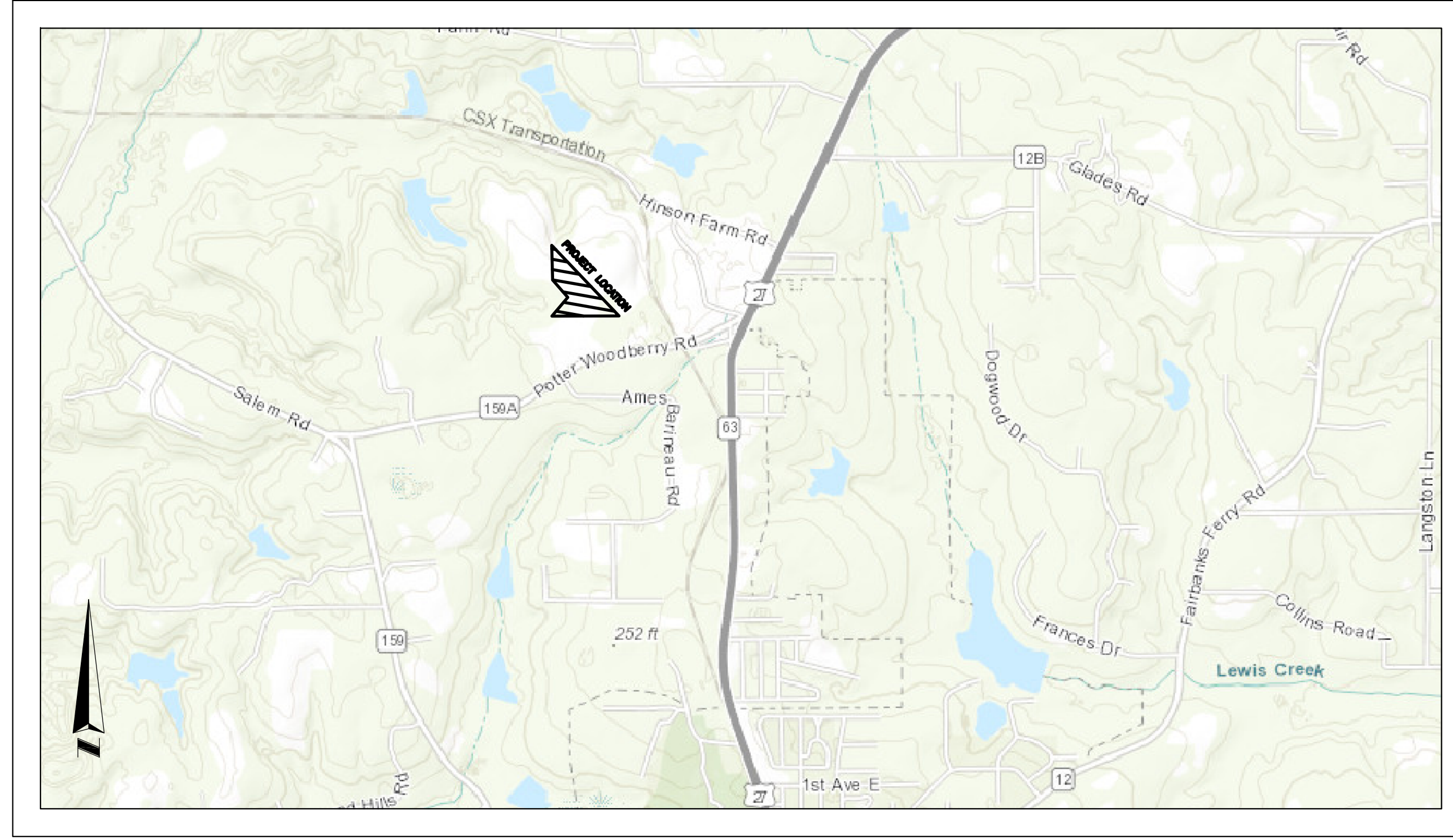
SECTION 15, TOWNSHIP 3 NORTH, RANGE 2 WEST

GADSDEN COUNTY, FLORIDA



SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
 1130 Highway 90
 Chipley, Florida 32428
 e-mail: info@southeasternsurveying.com
 Certification Number: LB2108

VICINITY MAP
NOT TO SCALE



- LEGEND & ABBREVIATIONS:**
- X- = FIELDWIRE FENCE
 - ORB = OFFICIAL RECORDS BOOK
 - PG(S) = PAGE(S)
 - (D) = DEED DIMENSION
 - LB = LICENSED BUSINESS
 - PSM = PROFESSIONAL SURVEYOR AND MAPPER
 - ID = IDENTIFICATION
 - NAVD = NORTH AMERICAN VERTICAL DATUM
 - TRAV.PT. = TRAVERSE POINT
 - NAD = NORTH AMERICAN DATUM
 - SSMC = SOUTHEASTERN SURVEYING & MAPPING CORPORATION
 - = FOUND CONCRETE MONUMENT
 - = FOUND IRON ROD
 - ⊗ = SOIL BORING
 - ⊕ = TELEPHONE MANHOLE
 - 0.0 = SOFT ELEVATION
 - 0.00 = HARD ELEVATION

DESCRIPTION (PER FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NUMBER: 4-05742(A)):

PARCEL A:
 ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 2 WEST, WHICH LIES SOUTHWEST OF THE PUBLIC ROAD, LESS AND EXCEPT ANY PORTION OF PARCEL A IN OR BOOK 388/1094 THAT EXTENDS INTO SECTION 15, ALSO LESS ANY PORTION OF THE SW 1/4 OF SECTION 15 SOUTH OF THE ROAD DESCRIBED IN OR BOOK 643/793 AND OR BOOK 667/661, LESS AND EXCEPT ANY PORTION LYING IN THE LANDS DESCRIBED IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 795, PAGE 45, PUBLIC RECORDS OF GADSDEN COUNTY, FLORIDA.

PARCEL B:
 SO MUCH OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 2 WEST, THAT LIES NORTH OF STATE ROAD 159-A AND SOUTH AND WEST OF A LINE THAT COMMENCES FROM A POINT ON THE BOUNDARY LINE DIVIDING SECTION 15 AND 16, TOWNSHIP 3 NORTH, RANGE 2 WEST, THAT LIES 6 CHAINS (396 FEET) SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 15 TOWNSHIP 3 NORTH, RANGE 2 WEST, AND GOES SOUTH 42 DEGREES EAST A CERTAIN DISTANCE TO THE NORTH BOUNDARY OF STATE ROAD 159-A.

PARCEL C:
 THE NW 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 2 WEST, LESS LANDS IN OR BOOK 331/1111; OR BOOK 710/1666 AND PARCEL B IN OR BOOK 388/1094 AND LESS STATE ROAD RIGHT OF WAY, LESS AND EXCEPT ANY PORTION LYING IN THE LANDS DESCRIBED IN THAT INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 795, PAGE 45, PUBLIC RECORDS OF GADSDEN COUNTY, FLORIDA.

LESS AND EXCEPTING FROM PARCELS B AND C:
 ALL THOSE PORTIONS OF PARCELS B AND C ABOVE LYING IN THE LANDS DESCRIBED IN THAT CERTAIN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 882, PAGE 1763, PUBLIC RECORDS OF GADSDEN COUNTY, FLORIDA.

- SURVEYOR'S REPORT:**
1. UTILITY LOCATIONS IF SHOWN HEREON ARE BASED ON FIELD LOCATION OF MARKINGS BY UTILITY COMPANY REPRESENTATIVES, SURFACE FEATURES AND CONSTRUCTION PLANS FURNISHED TO THE SURVEYOR. ADDITIONAL SUB-SURFACE UTILITIES MAY EXIST THAT HAVE NOT BEEN FIELD LOCATED.
 2. EASEMENTS OR RIGHTS OF WAY THAT APPEAR ON RECORDED PLANS OR THAT HAVE BEEN FURNISHED TO THE SURVEYOR BY OTHERS HAVE BEEN INCORPORATED INTO THIS DRAWING WITH APPROPRIATE NOTATION. OTHER EASEMENTS MAY BE DISCOVERED BY A SEARCH OF THE PUBLIC RECORDS.
 3. MINIMUM HORIZONTAL ACCURACY FOR THIS SURVEY IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATION CODE. THE MAP AND MEASUREMENT METHODS USED FOR THIS SURVEY MEET OR EXCEED THIS REQUIREMENT. THE DIMENSIONS SHOWN HEREON ARE IN UNITED STATES STANDARD SURVEY FEET AND DECIMALS THEREOF.
 4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP OF THE LANDS SHOWN HEREON.
 5. UNDERGROUND FOUNDATIONS HAVE NOT BEEN LOCATED.
 6. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, AND IF SHOWN HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062 AND FLORIDA STATUTE 472.025.
 7. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
 8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
 9. BEARINGS SHOWN HEREON ARE GRID AND ARE BASED ON FLORIDA DEPARTMENT OF TRANSPORTATION'S "FLORIDA PERMANENT REFERENCE NETWORK" GPS CONTINUOUSLY OPERATING REFERENCE STATION "FLJL", THE RELATIVE BEARING IS 50°00'02"W ALONG THE MONUMENTED WEST LINE OF SECTION 15. BEARINGS AND DISTANCES SHOWN HEREON ARE FIELD MEASURED UNLESS OTHERWISE NOTED.
 10. HORIZONTAL POSITIONS FOR ALL FEATURES SHOWN ON THE MAP ARE RELATIVE TO NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE. CONTROL POINT USED FOR THIS SURVEY IS FLORIDA DEPARTMENT OF TRANSPORTATION STATION: "50-01-B03G". DISTANCES SHOWN ARE GRID DISTANCES.
 11. VERTICAL INFORMATION SHOWN HEREON REFERS TO FLORIDA DEPARTMENT OF TRANSPORTATION STATION "50-02-B22V", BEING A 4" X 4" CONCRETE MONUMENT WITH BRASS DISK, ELEVATION = 257.10 (NAVD88). THE CONTOUR INTERVAL IS ONE FOOT.
 12. UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES FOUND WITHIN THE BOUNDARIES OF THIS SURVEY OR IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED PARCEL BOUNDARY HAVE BEEN LOCATED.
 13. I HAVE REVIEWED THE FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NUMBER 4-05742(A), DATED SEPTEMBER 28, 2020 AND ALL RECORDED ENCUMBRANCES, EXCEPT LIENS, IDENTIFIED IN SCHEDULE B-II OF THE TITLE INSURANCE COMMITMENT HAVE BEEN SHOWN OR NOTED ON THE SURVEY.
 14. TITLE COMMITMENT SCHEDULE B-II EXCEPTIONS 1, 4, 6, 7, 8 AND 10 ARE NOT A SURVEY MATTER MAY REQUIRE A LEGAL OPINION AS TO THEIR AFFECTING OR NOT AFFECTING THE SUBJECT PARCEL THEREFORE THE SURVEYOR IS NOT QUALIFIED BY LAW TO RENDER A CONCLUSIVE LEGAL OPINION AS TO THOSE NON-SURVEY MATTER EXCEPTIONS.
 15. THE ABOVE DESCRIBED PARCEL CONTAINS 35.72 ACRES, MORE OR LESS.
 16. ADJACENT PROPERTY INFORMATION SHOWN HEREON, THAT WAS NOT FURNISHED TO THIS SURVEYOR, WAS COMPILED USING LATEST AVAILABLE DATA. NO ATTEMPT WAS MADE BY THIS FIRM TO VERIFY ITS ACCURACY.
 17. BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP (FIRM), MAP NUMBER 12039C0116C, EFFECTIVE DATE FEBRUARY 04, 2009 AND MAP NUMBER 12039C0118C, EFFECTIVE DATE FEBRUARY 04, 2009, THE ABOVE DESCRIBED PROPERTY LIES ENTIRELY WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
 18. SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 2 WEST, GADSDEN COUNTY, FLORIDA WAS CALCULATED PER CCR#0004495, ALONG WITH DESCRIPTION IN OFFICIAL RECORDS BOOK 882, PAGE 1763 OF THE PUBLIC RECORDS FOR GADSDEN COUNTY, FLORIDA.
 19. NORTHWEST CORNER OF SOUTHWEST 1/4, SECTION 15, TOWNSHIP 3 NORTH, RANGE 2 WEST, GADSDEN COUNTY, FLORIDA WAS FIELD LOCATED & VERIFIED TO BE A 4" X 4" CONCRETE MONUMENT (NO ID) WHICH AGREES WITH CCR#0005708.
 20. NORTHEAST CORNER OF SOUTHWEST 1/4, SECTION 15, TOWNSHIP 3 NORTH, RANGE 2 WEST, GADSDEN COUNTY, FLORIDA WAS CALCULATED USING FDOT RIGHT OF WAY MAPPING DATABASE FPN#4415461 AND FDOT RIGHT OF WAY MAP SECTION #5004 OF STATE ROAD #63.
 21. SOUTHEAST CORNER OF SOUTHWEST 1/4, SECTION 15, TOWNSHIP 3 NORTH, RANGE 2 WEST, GADSDEN COUNTY, FLORIDA WAS CALCULATED USING FDOT RIGHT OF WAY MAPPING DATABASE FPN#4415461 AND FDOT RIGHT OF WAY MAP SECTION #5004 OF STATE ROAD #63.
 22. PER GADSDEN COUNTY PLANNING AND ZONING DEPARTMENT SUBJECT PARCEL IS ZONED FOR AGRICULTURE 2. PER SECTION 4103 OF THE LAND DEVELOPMENT CODE OF GADSDEN COUNTY, FLORIDA SETBACKS ARE 50' FROM ALL PROPERTY LINES, AND 100' FROM ALL RIGHT OF WAYS.

NOTICE OF LIABILITY:

THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR.

SURVEYOR'S CERTIFICATION:

ORGIS ENERGY, FL SOLAR D1, AMTRUST, FIRST AMERICAN TITLE INSURANCE COMPANY AND CALLOWAY TITLE & ESCROW, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-5, 7(A,B-1,C), 8, 11, 13, 16 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 20, 2021.

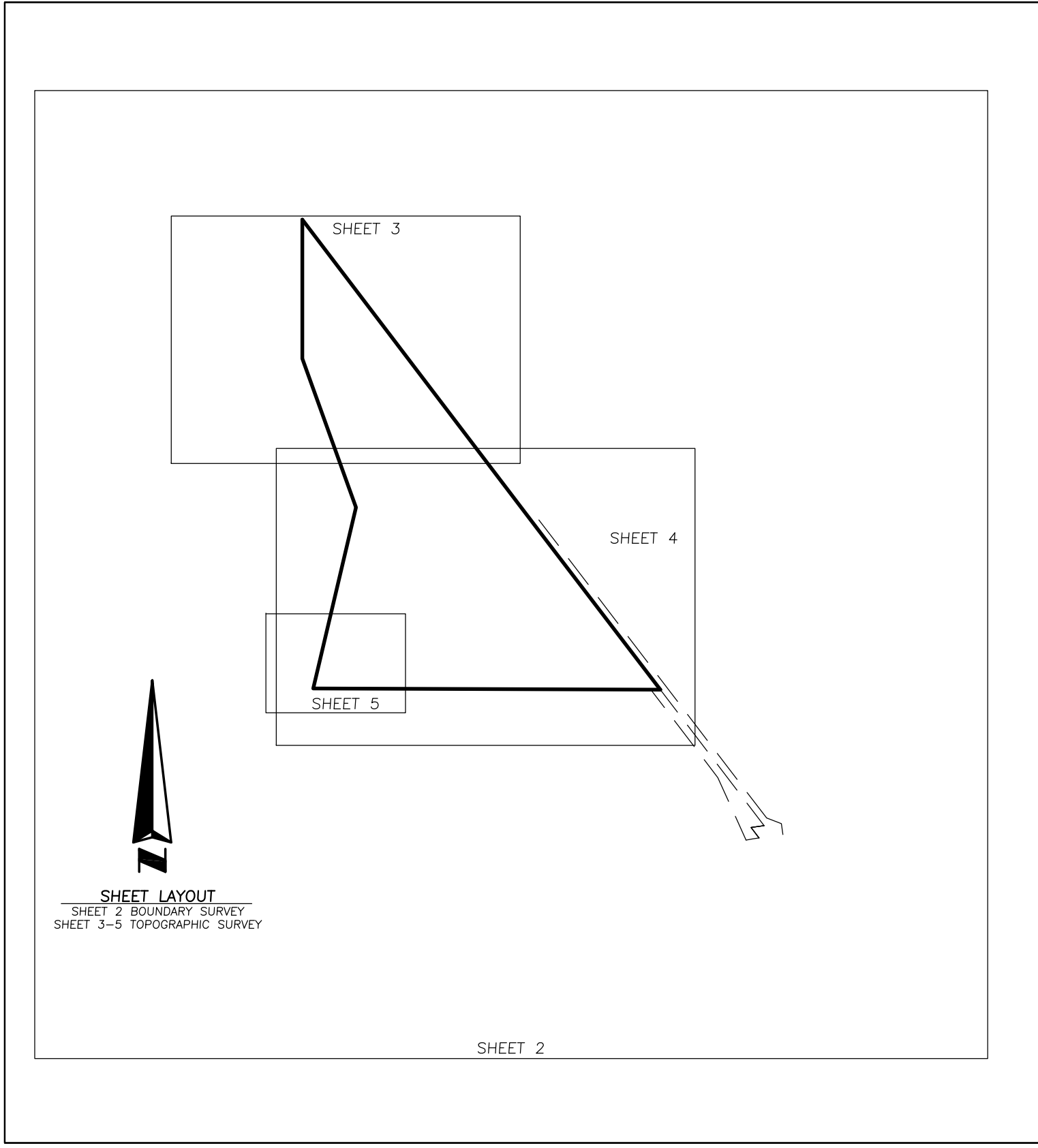
DATE OF PLAT OR MAP: MARCH 23, 2021

ITEMS SHOWN ON SCHEDULE B - SECTION II TITLE COMMITMENT ORDER NUMBER: 04-05742(A)
DATED SEPTEMBER 28, 2020 ISSUED BY: FIRST AMERICAN TITLE INSURANCE COMPANY

②	ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS. NONE OBSERVED DURING SURVEY.
③	ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. ALL OBSERVED EVIDENCE SHOWN HEREON.
⑤	ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT, IS AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER. NO EVIDENCE OBSERVED DURING SURVEY
⑨	THE PUBLIC RECORDS DO NOT SHOW ANY LEGAL RIGHT OF ACCESS TO OR FROM THE LAND, AND, BY REASON THEREOF, THE COMPANY DOES NOT INSURE ANY RIGHT OF ACCESS TO AND FROM THE INSURED PROPERTY. NOTE: THE RECENT ACCESS AND UTILITY EASEMENT AGREEMENT RECORDED SEPTEMBER 8, 2020 IN BOOK 882, PAGE 1778 APPEARS TO PROVIDE ACCESS. DOES AFFECT SUBJECT PARCEL AND IS SHOWN HEREON.

TABLE OF UTILITIES

OWNER	UTILITY CONTACT	PHONE NUMBERS	UTILITY TYPE
AT&T/DISTRIBUTION	DINO FARRUGGIO	DAY: (561) 683-2729	TELEPHONE
TOWN OF HAVANA	BRONSON PINSON SHELIA EVANS BRONSON PINSON	DAY: (850) 539-2820 ALT: (850) 539-2820 EMER: (850) 539-2820	ELECTRIC, GAS, SEWER, WATER



REVISION DATE	REVISION	BY	REVISION	BY
03/23/2021	CHANGED EASEMENT TAG ON MAP	KMA		
			SHEET NUMBER 1 OF 5	
			NOT VALID WITHOUT SHEETS 1 THROUGH 5	

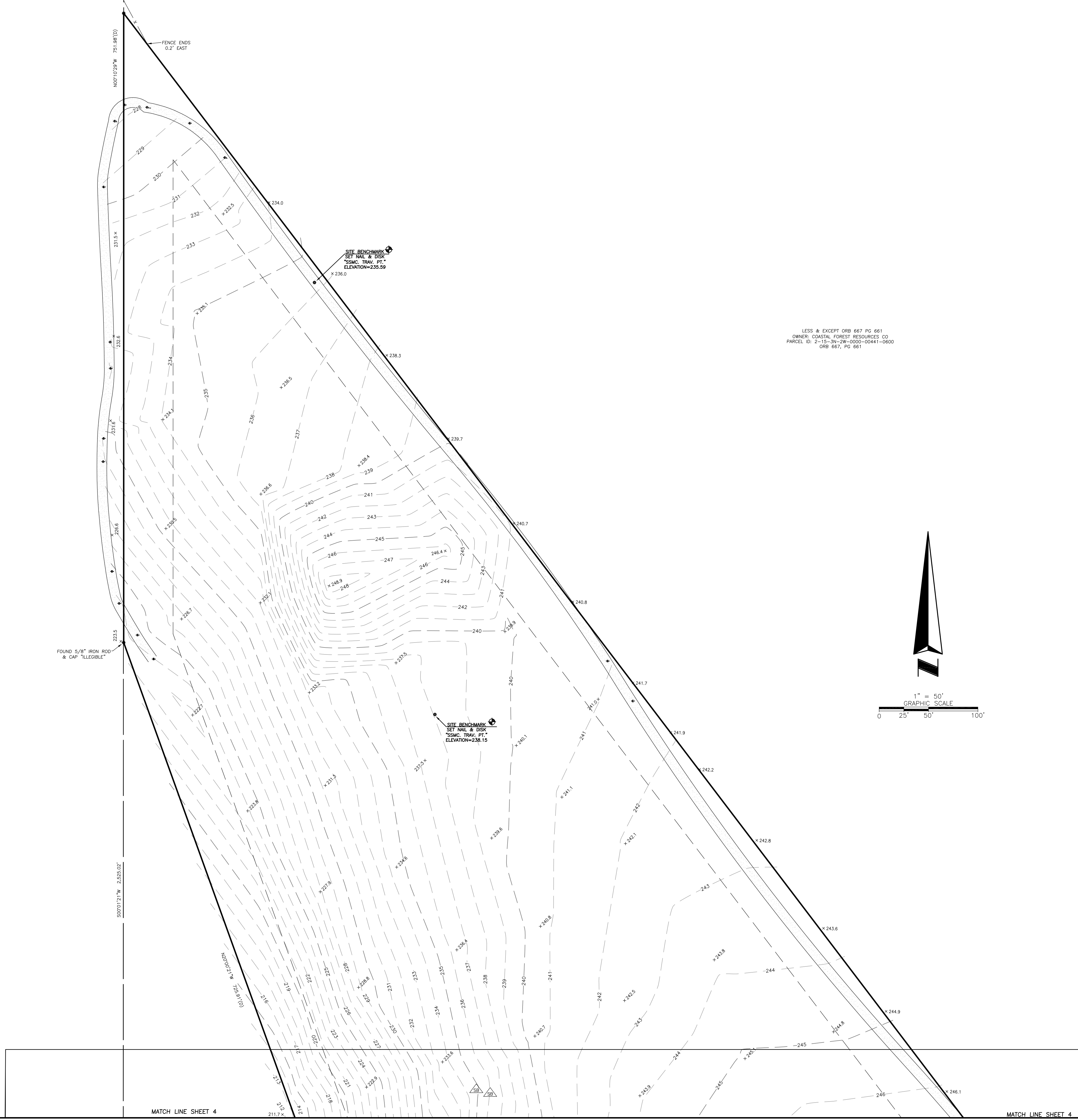
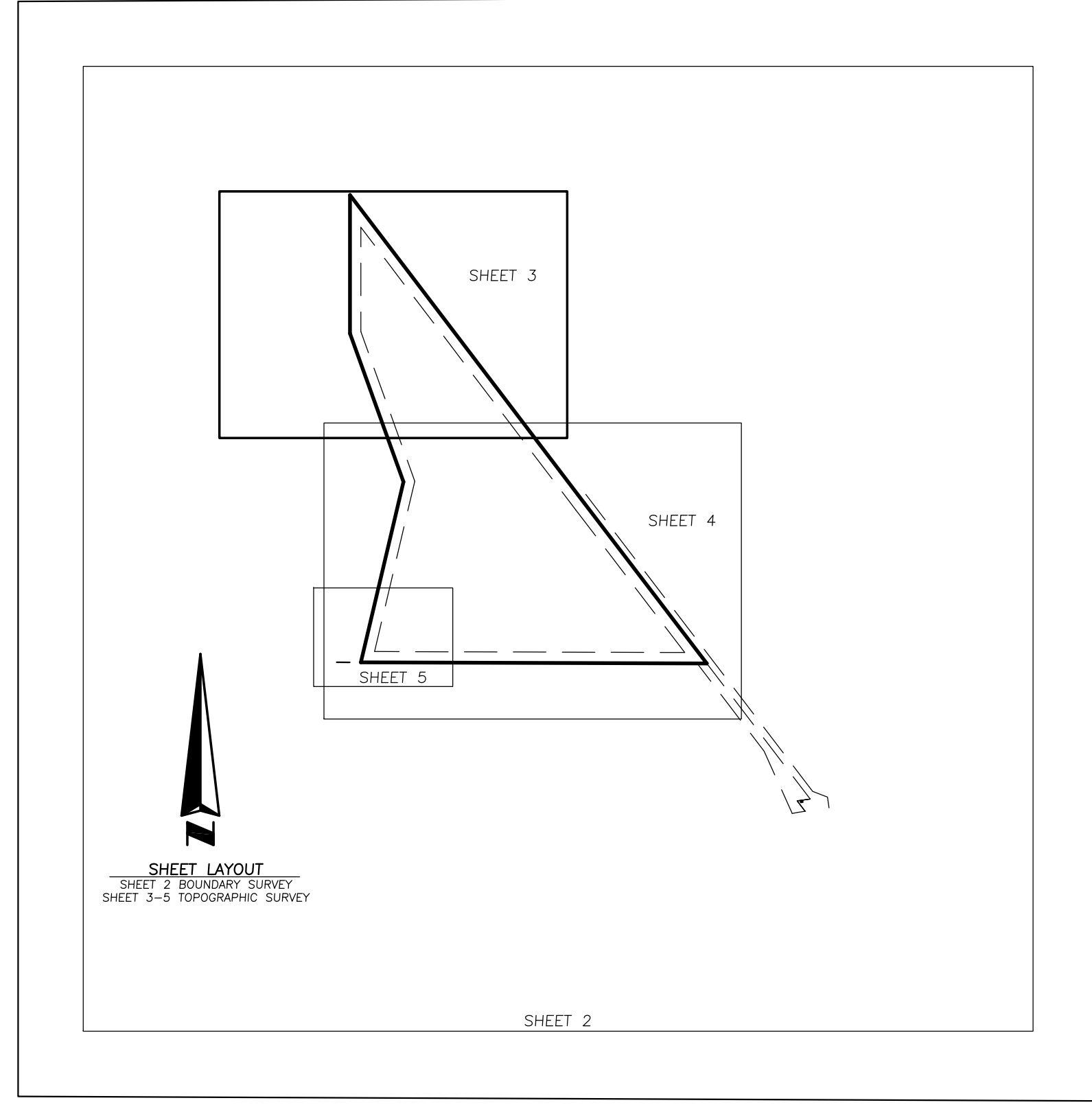
ALTA/NSPS LAND TITLE SURVEY
FL SOLAR D1
HAVANNA, FLORIDA

Scale: 1" = 200'
 Drawn By: KMA
 Field Date: 01-20-2021

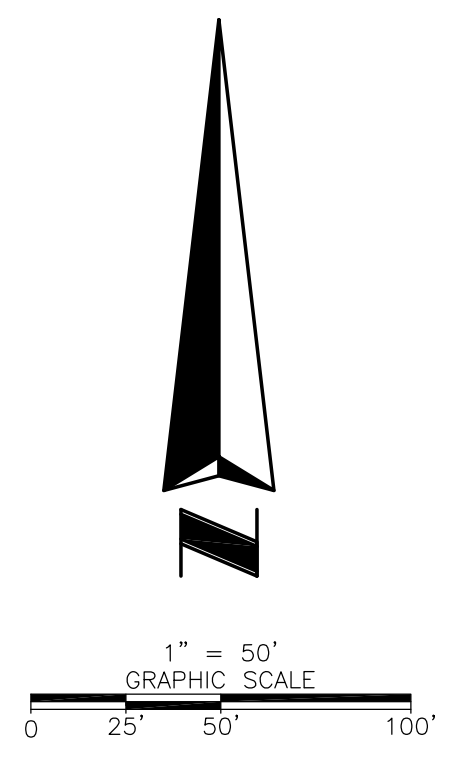
ORGIS ENERGY
FL SOLAR D1
AMTRUST

FIRST AMERICAN TITLE INSURANCE COMPANY
CALLOWAY TITLE & ESCROW, LLC

DRAWING NUMBER
64898002
SHEET NUMBER
1 OF 5



LESS & EXCEPT ORB 667 PG 661
OWNER: COASTAL FOREST RESOURCES CO
1150 Highway 202
Chilton, FL 32620
(850) 638-0790
ORB 667, PG 661



SHEET NUMBER 3 OF 5
NOT VALID WITHOUT SHEETS
1 THROUGH 5

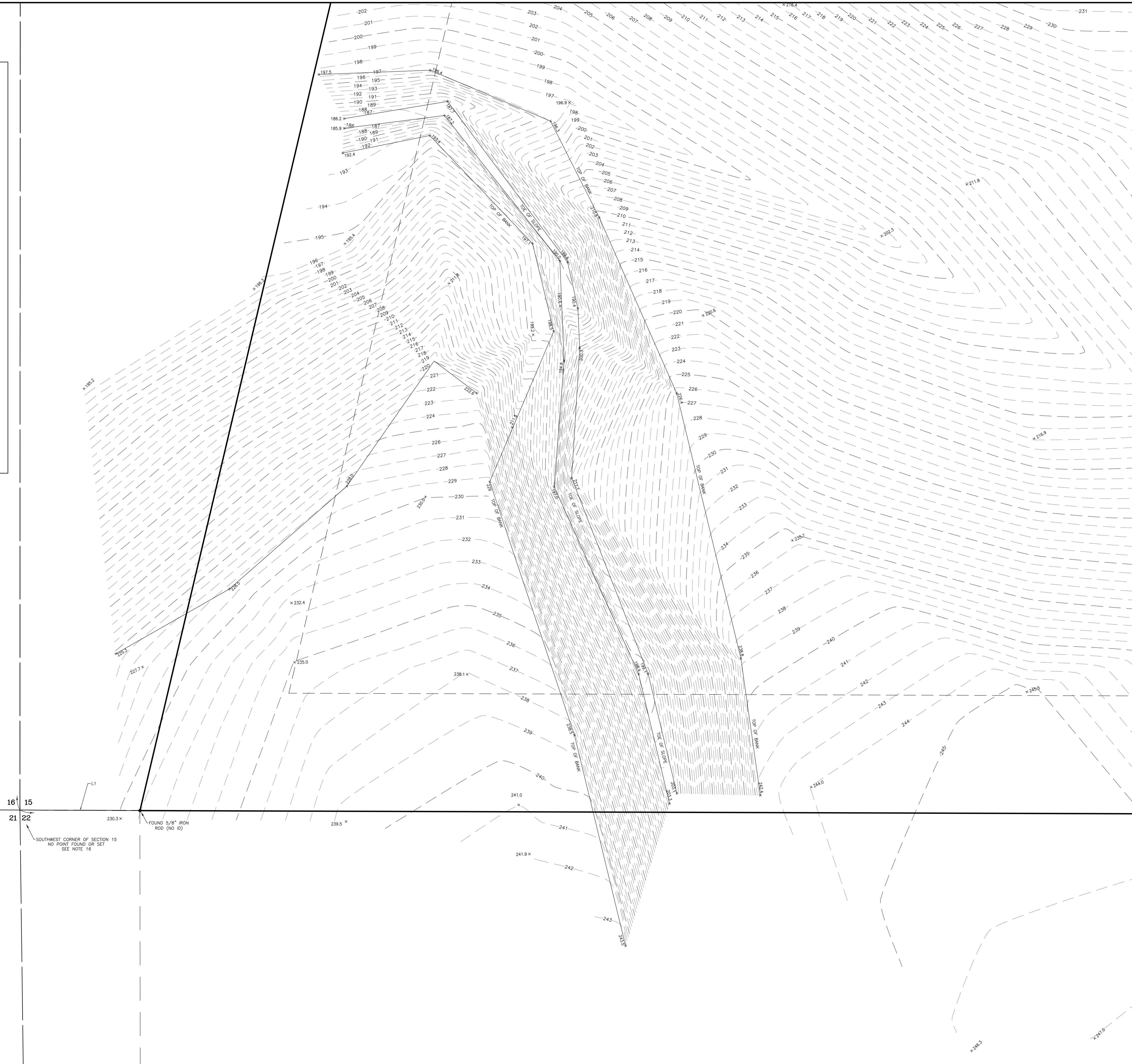
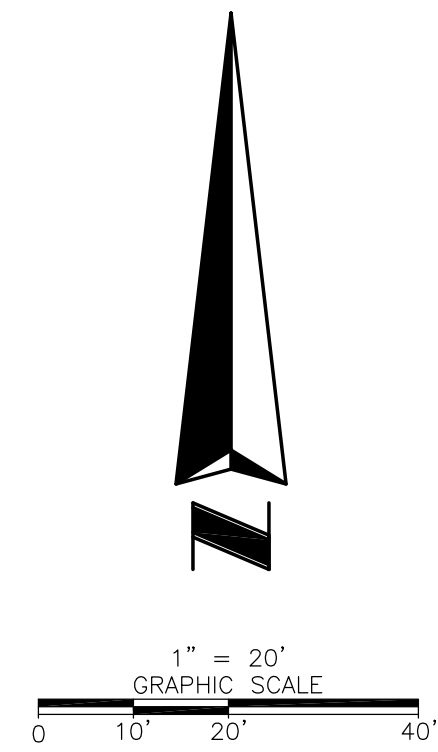
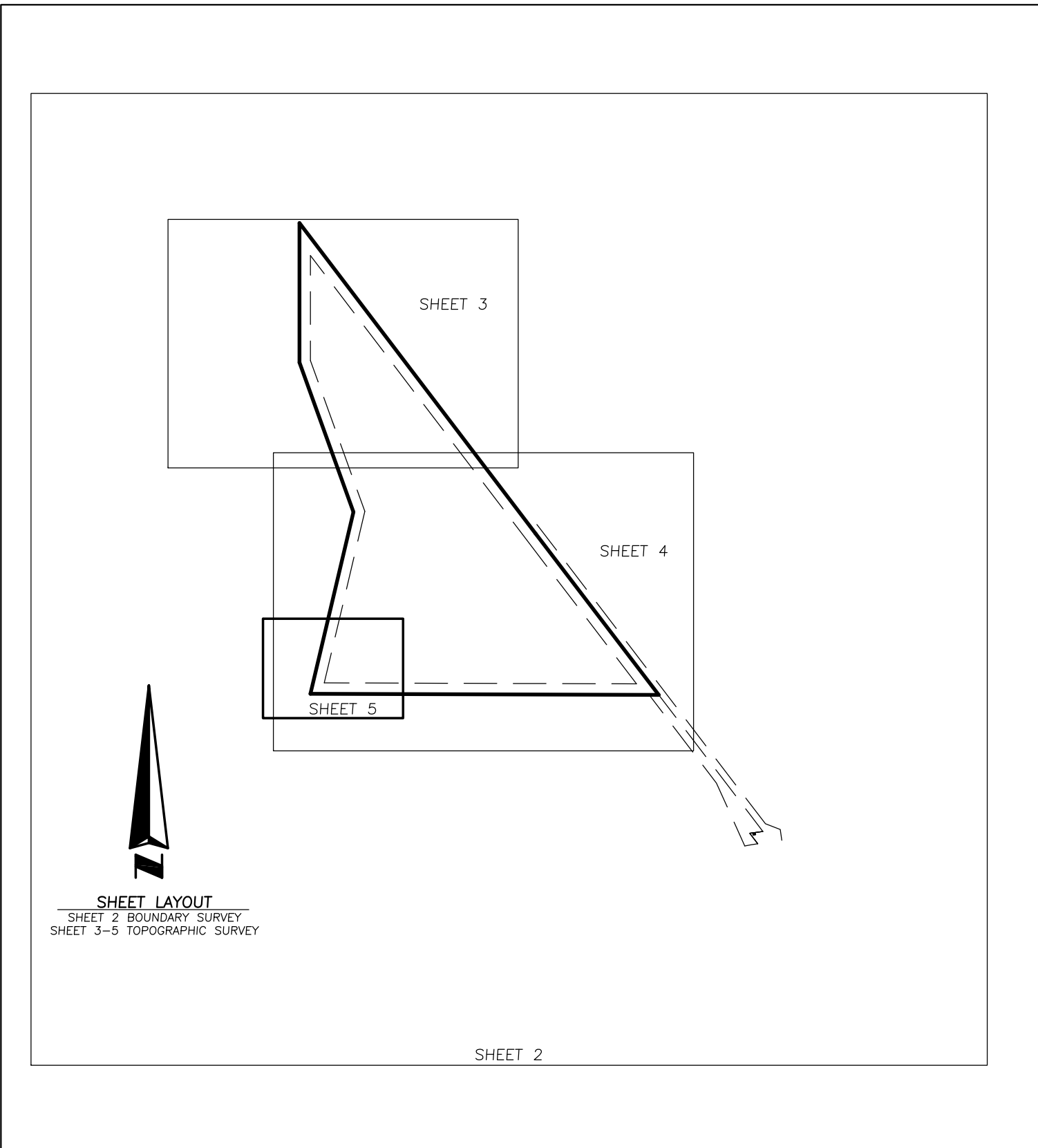
**SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION**
1150 Highway 202
Chilton, FL 32620
(850) 638-0790
e-mail: info@southesternsurveying.com
Certification Number 1d5208

BY	REVISION	REVISION DATE

ALTA/NSPS LAND TITLE SURVEY
PROJECT: **FL SOLAR DI
HAVANA, FLORIDA**
Field Date: 01-20-2021
Scale: 1" = 200'
Drawn By: KMA

SEE SHEET 1 FOR NOTES,
LEGEND AND DESCRIPTION.

DRAWING NUMBER
64898002
SHEET
NUMBER
3 OF 5



SHEET NUMBER 5 OF 5
NOT VALID WITHOUT SHEETS
1 THROUGH 5

**SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION**
1150 Highway 202
Chula Vista, CA 92028
(650) 638-0790
e-mail: info@southesternsurveying.com
Certification Number: L25108

BY	REVISION	REVISION DATE

ALTA/NSPS LAND TITLE SURVEY
FL SOLAR DI
HAVANA, FLORIDA
Project:
Field Date: 01-20-2021 Drawn By: KMA Scale: 1" = 200'

SEE SHEET 1 FOR NOTES,
LEGEND AND DESCRIPTION.

DRAWING NUMBER
64898002
SHEET
NUMBER
5 OF 5