

**NOTICE IS HEREBY GIVEN THAT  
THE SURRY COUNTY BOARD OF SUPERVISORS  
WILL HOLD A PUBLIC HEARING ON  
THURSDAY, SEPTEMBER 11, 2025 AT 6:00 P.M.  
IN THE GENERAL DISTRICT COURTROOM LOCATED AT  
THE SURRY COUNTY GOVERNMENT CENTER  
45 SCHOOL STREET, SURRY, VIRGINIA  
TO CONSIDER AND MAY OR MAY NOT TAKE ACTION ON THE FOLLOWING:**

**Conditional Use Permit No. 2025-01**

The Applicant, Bear Island Battery Storage LLC, seeks a Conditional Use Permit for a Battery Energy Storage System, and Utility Service/Major for an associated switchyard and substation, as permitted by Article III, Section 3-302, Permitted Uses, subsection (C) of the Surry County Zoning Ordinance. The subject property, Tax Map Parcel No. 54-1, is a 416 acre parcel zoned A-R, Agricultural-Rural, located in the Bacon's Castle District on White Marsh Road (SR 617), south of Colonial Trail East (SR 10). The proposed conditional use permit will allow the Applicant to build a 89-megawatt battery energy storage system and utility switchyard on 32.5 acres in the interior of this site. The Comprehensive Plan Map indicates that the project parcel is suitable for Rural Preservation.

**Facility Siting Agreement**

Pursuant to Virginia Code Section § 15.2-2316.6 et seq., consider the terms and conditions of the siting agreement related to the Bear Island Battery Storage LLC Battery Energy Storage System within 32.5 acres on Surry County Parcel 54-1, whereby the Applicant intends to develop, install, build, and operate an energy storage facility and utility switchyard. In accordance with Va. Code § 15.2-2316.7, the siting agreement includes terms and conditions related to mitigation of energy project impacts and financial compensation to Surry County. At the conclusion of the public hearing, if a majority of a quorum of the members of the Board of Supervisors present at such public hearing approve of such siting agreement, the siting agreement shall be executed by the parties.

The public hearing will be held pursuant to § 15.2-2204 and § 15.2-2316.8 of the Code of Virginia (1950, as amended). A copy of the related material may be reviewed or obtained on the County's website at <https://www.surrycountyva.gov/413/Public-Notices>, or a copy of the related material may be examined at the Department of Planning and Community Development, Surry County Government Center, 45 School Street, Surry, Virginia. Office hours are Monday through Friday from 9:00 am to 5:00 pm.

All interested persons are invited to participate in the public hearing. If assistance or special accommodations are needed to participate in the hearing, please contact the Department of Planning & Community Development Monday – Friday from 9:00 a.m. to 5:00 p.m. at least 72 hours prior to the hearing.

Melissa Rollins, ICMA  
County Administrator  
(757) 294-5271

## ENERGY STORAGE FACILITY SITING AGREEMENT

This Energy Storage Facility Siting Agreement (the “Agreement”), dated as of \_\_\_\_\_, 2025 (the “Effective Date”), is by and between Surry County, Virginia, a political subdivision of the Commonwealth of Virginia (the “County”), and Bear Island Battery Storage LLC, a Delaware limited liability company (“Applicant”). The County and Applicant are herein each a “Party” and collectively, the “Parties”.

### Recitals

WHEREAS, Applicant intends to develop, install, build, and operate an energy storage facility (the “Facilities” or the “Project”) on approximately 32.5 acres located within that certain parcel of land currently identified as Surry County Parcel ID No. 54-1, (the “Property”), as further shown in the Conditional Use Permit described below (“CUP”);

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

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

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

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

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

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

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

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

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

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

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

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

## Article I

### Project Features, Conditions and Mitigation

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

**2. Violations/Enforcement.** Violation by Applicant or by any of Applicant’s agents, assigns, or successors in interest of any terms and conditions of the CUP continuing thirty (30) business days after receiving written notice from County of such violation which has not been rectified or a plan for compliance has not been submitted to the County shall constitute a violation of this Agreement. Nonpayment pursuant to Article II, Section 2 of this Agreement enables the County to suspend or revoke the CUP pursuant to Va. Code § 15.2-2309.7.

## Article II

### Payments

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

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

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

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

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

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

## Article III

### Miscellaneous Terms

**1. Term; Termination.** This Agreement shall commence on the Effective Date and shall continue until the completion of decommissioning of the Project in accordance with the Decommissioning Plan, as defined in the CUP (the “Termination Date”). This Agreement and all obligations contained herein shall terminate, and the Parties shall execute a release of the Memorandum as provided by Article III, Section 6 below. Notwithstanding the foregoing, Applicant shall make the Payments to the County as provided in Exhibit B which are due prior to issuing a Notice of Early Termination. Applicant shall have no obligation to make Payments after the Termination Date. The Payment due for the year in which the Project or material part thereof is decommissioned shall be prorated as of the Termination Date.

**2. Mutual Covenants.** Applicant covenants to the County that it will pay the County the amounts due hereunder when due in accordance with the terms of this Agreement, and will not seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement. The County covenants to Applicant that it will not seek to invalidate this

Agreement or otherwise take a position adverse to the purpose or validity of this Agreement.

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

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

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

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

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

County

Surry County Board of Supervisors  
Surry County, Virginia  
45 School Street  
Surry, Virginia 23883  
Attn: Melissa Rollins, County Administrator

With a copy to:

Lola Perkins  
County Attorney  
P.O. Box 65  
Surry, Virginia 23883

Applicant

Bear Island Battery Storage LLC  
c/o General Counsel  
999 W. Main St., Suite 800  
Boise, Idaho 83702

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[signature page follows]*

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

**BEAR ISLAND BATTERY STORAGE LLC**

By: CRE-Bear Island Virginia LLC,  
Its Sole Member  
By: Clenera DevCo, LLC, its Sole Member  
By: Clenera Holdings, LLC, its Sole Member

**Signature**  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**SURRY COUNTY, VIRGINIA**

**By:** \_\_\_\_\_  
**Name:** Robert Elliott, Jr.  
**Title:** Chairman, Board of Supervisors  
**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Name:** Melissa Rollins  
**Title:** County Administrator  
**Date:** \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Lola Perkins, County Attorney

**EXHIBIT A**  
**CONDITIONAL USE PERMIT**

**DRAFT**

## **EXHIBIT B** **SCHEDULE OF PAYMENTS**

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

- 1. Estimated M&T Taxes.** M&T Taxes applicable to the project shall be payable in accordance with Surry County and Virginia Code after the Project achieves Commercial Operation. The following chart is an estimation of the M&T Tax applicable to the Facility for the first twenty years of operation. M&T Taxes will be owed so long as they are provided for by state and local code and the project remains in Commercial Operation. The Parties acknowledge that these amounts are estimates and may vary from actual amounts due.
- 2. Voluntary Payments:**
  - a.** A one-time payment of Three Hundred Thousand Dollars (\$300,000.00) for the purchase of emergency response equipment, to be paid within 30 days of site plan approval. This equipment may include, but is not limited to, a fire and EMS all-terrain vehicle/utility task vehicle, a fire and EMS brush truck, or other equipment deemed necessary to support safe response to emergencies at the Project or within the general community, or for any other purpose under Article II, Section 4 of the Agreement.
  - b.** A recurring payment of Fifteen Thousand Dollars (\$15,000.00) escalating two percent (3%) per annum, with the first payment being due within sixty (60) days of Commercial Operation of the Project and recurring annually thereafter on the anniversary of the Commercial Operation Date for a period of thirty (30) years, or until such time the Project ceases to operate. This payment may be used for the purchase of fire turnout gear, other equipment, or equipment repairs as deemed necessary to support safe response to emergencies at the Project or within the general community, or for any other purpose under Article II, Section 4 of the Agreement.
  - c.** A series of “Other Payments” made annually over four years after the Project achieves Commercial Operation. The payments shall total Two-Hundred and Fifty Thousand Dollars (\$250,000), and are to be paid as follows: 1) One-Hundred Thousand Dollars (\$100,000) in the first year after Commercial Operation, 2) Seventy-five Thousand Dollars (\$75,000) in the second year after Commercial Operation, 3) Fifty Thousand Dollars (\$50,000) in the third year after Commercial Operations, and 4) Twenty-five Thousand Dollars (\$25,000) in year four after Commercial Operation.

## Estimated Payments

Year	M&T Tax	Site Plan Approval	Annual Emergency Response Payments	Other Payments
	300,000			
1	153,360		15,000	100,000
2	153,360		15,300	75,000
3	153,360		15,606	50,000
4	153,360		15,918	25,000
5	153,360		16,236	
6	230,040		16,561	
7	230,040		16,892	
8	230,040		17,230	
9	229,248		17,575	
10	225,363		17,926	
11	294,996		18,285	
12	289,203		18,651	
13	283,068		19,024	
14	276,525		19,404	
15	269,607		19,792	
16	262,280		20,188	
17	254,509		20,592	
18	246,296		21,004	
19	237,538		21,424	
20	228,302		21,852	
21	218,487		22,289	
22	208,092		22,735	
23	197,085		23,190	
24	185,395		23,653	
25	173,024		24,127	
26	159,869		24,609	
27	145,965		25,101	
28	131,208		25,603	
29	115,599		26,115	
30	99,002		26,638	
31	81,451		27,170	
32	62,844		27,714	
33	43,111		28,268	
34	34,080		28,833	
35	34,080		29,410	
<b>TOTAL</b>	<b>6,443,148</b>	<b>300,000</b>	<b>720,507</b>	<b>250,000</b>

DRAFT

**EXHIBIT C**  
**FORM OF MEMORANDUM**

*Full exhibit follows*

**PREPARED BY AND RETURN TO:**

Bear Island Battery Storage LLC  
c/o General Counsel  
999 W. Main St.  
Boise, ID 83702

**County Tax Map ID No. \_\_\_\_\_**

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

**MEMORANDUM OF**  
**ENERGY STORAGE FACILITY SITING AGREEMENT**

This Memorandum of Energy Storage Facility Siting Agreement (this “Memorandum”), dated and effective as of \_\_\_\_\_, 2025, is made by and between **Surry County, Virginia**, a political subdivision of the Commonwealth of Virginia (the “County”) and **Bear Island Battery Storage LLC** (the “Company”), with regard to the following:

1. **Siting Agreement.** The County and Company are parties to that Energy Storage Facility Siting Agreement, dated \_\_\_\_\_, 2025 (the “Siting Agreement”), which describes the intent of Company to develop, install, build, and operate an energy storage facility (“Project”) on the certain parcel of land identified as County Tax Map Parcels 54-1 (the “Property”).
2. **Authorization.** The County’s execution of the Siting Agreement was authorized during that certain regular meeting of the Board of Supervisors of the County on \_\_\_\_\_, 2025.
3. **Substantially in Accord.** The Siting Agreement states, *inter alia*, that, pursuant to Virginia Code Ann. § 15.2-2316.9(C), by entering into the Siting Agreement, the County acknowledged that the Project is deemed to be substantially in accord with the County’s Comprehensive Plan under Virginia Code Ann. § 15.2-2232.
4. **Obligations.** The Siting Agreement sets forth, *inter alia*, certain obligations of the Company to comply with the Conditional Use Permit approved by the County for the Project, and to make certain payments to the County.
5. **Siting Agreement Controls.** This Memorandum does not supersede, modify, amend, or otherwise change the terms, conditions or covenants of the Siting Agreement, and County and Company executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Siting Agreement and the County’s and Company’s rights thereunder. The terms, conditions and covenants of the Siting Agreement are incorporated in this Memorandum by reference as though fully set forth herein.
6. **Counterparts.** This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same

document.

WITNESS the following signature and seal:

**SURRY COUNTY, VIRGINIA:**

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**Name:** Robert Elliott, Jr.  
**Title:** Chair, Board of Supervisors

COMMONWEALTH OF VIRGINIA,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing Memorandum was acknowledged before me this \_\_\_\_\_, 2025,  
by Robert Elliott, Jr., Chair of the Board of Supervisors of Surry County, Virginia.

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Notary Public

My Commission expires: \_\_\_\_\_

WITNESS the following signature and seal:

**BEAR ISLAND BATTERY STORAGE LLC,**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

}  
}  
}

CITY/COUNTY OF \_\_\_\_\_

Before me, a notary public in and for the jurisdiction aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 2025 appeared \_\_\_\_\_, who acknowledged that he executed the foregoing instrument in his capacity as \_\_\_\_\_ of Bear Island Battery Storage LLC, on behalf of said company.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_