



Davis Hill
Development

February 24, 2023

Jaisai Properties LLC
4007 Broadstone Street
Frederick, MD 21704
[REDACTED]

Exhibit 28
OZAH Case No: 25-07

RE: Property Address: 17700 Barnesville Rd., Barnesville, MD 20838
Parcel Identification Number: 11-00920793
Deed Reference: Washington County Recorder: KAB 65885, Page 0305

Dear [REDACTED]

You ("**Landowner**") are the owner of the above-referenced Property (the "**Property**"). Davis Hill Development, LLC ("**Company**") is in the business of constructing, owning and operating solar photovoltaic energy systems. Company is interested in obtaining an option to lease a portion of the Property (such portion, the "**Leased Property**") from Landowner for that purpose. This letter agreement (this "**Agreement**") sets forth the understanding between Company and Landowner regarding this matter. Company and Landowner are each a "**Party**" and, collectively, the "**Parties**".

Company and Landowner agree as follows:

1. Grant of Lease Option. In consideration of the payment by Company to Landowner of the sum of [REDACTED] (the "**Option Fee**"), the receipt and sufficiency of which are hereby acknowledged, Landowner hereby grants to Company an exclusive and irrevocable option (the "**Lease Option**") to lease approximately eleven (11) acres of the above-referenced property to be mutually agreed by the parties (the "**Option Land**"), together with an appurtenant access easement from a public right of way and other appurtenant easements and rights, including but not limited to easements for solar insulation, for the purpose of permitting, building and operating a solar energy production and/or energy storage facility (the "**Solar Facility**") on the Option Land under and in accordance with the terms of a lease which contains the material terms shown on Exhibit A attached hereto (the "**Material Terms**"). Landowner represents and warrants to Company that as of the date Landowner signs this Agreement, as reflected on the signature page below (the "**Effective Date**"), Landowner holds fee simple title to the Property subject to no encumbrances, liens, easements, or other matters recorded or unrecorded affecting title to the Property that would interfere with Company's use of the Option Land as contemplated hereunder and, in the Lease, (defined below), except as set forth below. [REDACTED]

[REDACTED] during the Option Period shall be subject to this Agreement.

	<p>In addition, at the end of the Development Period, and at the start of actual mobilization of construction of the Solar Facility, Tenant shall pay Landlord [REDACTED] and shall pay Landlord [REDACTED]</p> <p>If the Parties agree to extend the Lease after the Initial Term, during the Extension Term, Rent shall start at [REDACTED]</p>
Taxes	[REDACTED]
Ownership	<p>As between Tenant and Landlord, [REDACTED]</p> <p>[REDACTED]</p>
Decommissioning	<p>Tenant, at its own cost and expense, shall have the right and obligation to decommission the Solar Facility and remove all equipment and personal property from the Leased Property during the Decommissioning Period, and shall comply with all requirements of state and local law pertaining to the decommissioning process.</p>