

CASE NO. 2020-00040
TURKEY CREEK SOLAR, LLC
RESPONSES TO SITING BOARD'S SUPPLEMENTAL REQUEST FOR INFORMATION

1. The property for the proposed solar project is served by two electric distribution utilities: Kentucky Utilities Company (KU) in the northern end of the site and Inter-County Energy Cooperative (Inter-County) for the majority of the acreage. See the boundary on the web by following these instructions:

- Go to: <https://kygeonet.ky.gov/govmaps/>
- Scroll down to “Featured Web Maps and click on “Electric Service Areas”
- Fill in the address “1928 Crab Orchard Rd, Lancaster, KY, 40444” in the space labeled “Find address or place” and click on the search button. Use the – button to zoom out to cover most of the project site.
- Some suggestions: Change the Basemap to “Imagery Hybrid”. Under “Contents” the layers can be clicked on and off.

a. State whether Turkey Creek has been approached by any of these electric distribution utilities about supplying electric power to the site during the construction or operation phase. If so, please describe the interaction.

b. State whether the proposed solar facility will need to have electricity supplied to both electric territories during the construction or operation phase. State whether the electricity will be provided by both KU and Inter-County to serve the proposed solar facility that is located in their respective service territory.

c. State whether Turkey Creek intends to use one electric supplier and have the chosen utility file an electric territory boundary change with the Public Service Commission.

RESPONSE: 1a. No. Neither Turkey Creek nor its past or present representatives have

CASE NO. 2020-00040
TURKEY CREEK SOLAR, LLC
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been approached by an electric distribution utility.

1b. During the construction phase there is potential for power to be delivered from either utility. Depending on where the temporary construction laydown yard will be, the power will need to be delivered to that general area for a construction trailer. The construction trailer will be temporary and should be considered to be the same load as a standard small office space. During the operational phase distribution power will not be needed from the local retail supplier.

1c. Turkey Creek intends to use one electric supplier. The supplier used will be based on the territory boundary where the laydown yard will be located. Turkey Creek does not anticipate asking the chosen utility to file an electric territory boundary change with the PSC.

Witness: 1a. Carson Harkrader
 1b. Hugh Tillett
 1c. Hugh Tillett

CASE NO. 2020-00040
TURKEY CREEK SOLAR, LLC
RESPONSES TO SITING BOARD'S SUPPLEMENTAL REQUEST FOR INFORMATION

2. There is an interstate gas transmission pipeline that crosses the project site. See the pipeline on the web by following these instructions:

- Go to the National Pipeline Mapping System at <https://www.npms.phmsa.dot.gov/>
- Click on the “Use Public Map Viewer” and then choose Kentucky and Garrard County.
- Press the Zoom (+) button once, and then focus on the pipeline that runs between route 27 and 39. Reposition the image by holding down the mouse button and moving the pointer.
- Use the identify (blue i) button to click on the pipeline to find the following information: Tennessee Gas Pipeline Company, pipeline 800-1, active with natural gas as of 3/12/2019 and the contact information for the Public Awareness Coordinator at (800) 276-9927, email: PUBLICAWARENESS@KINDERMORGAN.COM, 1001 Louisiana Street Suite1000, Houston, TX 77002.

a. State whether Turkey Creek has contacted Kindermorgan / Tennessee Gas Pipeline Company regarding this pipeline. Describe all contacts with this company.

b. Does Turkey Creek have a copy of the right of way easement for the pipeline? If so, provide a copy of the easement.

c. Revise the site map ([Exhibit_A2_Turkey_Creek_Siting_Layout_-_12.09_-_reduced.pdf_\(01285415xA9D25\).pdf](#)) to show the right of way easement for the pipeline as well as easements for the KU and EKPC transmission lines.

d. State whether the location of the pipeline will have any impact on the location of the solar panels. If so, show the revision on the site map as well.

e. State whether Kindermorgan has any stipulations about the access roads that will cross the pipeline. State whether there is a vehicular weight or frequency limit either from

CASE NO. 2020-00040
TURKEY CREEK SOLAR, LLC
RESPONSES TO SITING BOARD'S SUPPLEMENTAL REQUEST FOR INFORMATION

Kindermorgan or the U.S. Department of Transportation's Pipeline and Hazardous Materials Administration regarding use of any access roads that will cross the pipeline.

f. State whether Turkey Creek has any arrangements to work with Kindermorgan during project construction.

g. If known, state whether Kindermorgan has any plans to replace the existing pipeline or expand the right of way to accommodate an additional pipeline.

RESPONSE: 2a. Carolina Solar energy reached out to Tennessee Gas Pipeline Company on 5/19/2020. Carolina Solar was directed to Dee Mann at Kinder Morgan. Once connected with Kinder Morgan, Carolina Solar and Silicon Ranch had a call on 5/26/2020 to discuss the encroachment permit process. As a condition to approving an encroachment agreement, Kinder Morgan will require Silicon Ranch to obtain various diligence reports and to provide to Kinder Morgan design plans for its review and comment. Silicon Ranch plans to continue to working with Kinder Morgan to establish a diligence plan sufficient for the subsequent design/permitting phase. Silicon Ranch anticipates receiving the encroachment permit once the engineered drawings are submitted to Kinder Morgan and approved.

2b. See attached Exhibit.

2c. See attached Exhibit.

2d. Yes, the location of the easement could potentially have an impact on the panels' placement. However, the panels will not be located within the easement area.

2e. Kinder Morgan has certain requirements as to how developers must cross their pipelines. Turkey Creek will have a site access road that crosses the Kinder Morgan pipeline. During the design and permitting phase, Turkey Creek will work with Kinder Morgan

CASE NO. 2020-00040
TURKEY CREEK SOLAR, LLC
RESPONSES TO SITING BOARD'S SUPPLEMENTAL REQUEST FOR INFORMATION

to ensure the project is engineered and constructed in a manner that meets all required vehicular weight, frequency limits, or other applicable crossing requirement of the U.S. Department of Transportation's Pipeline and Hazardous Materials Administration.

2f. Turkey Creek will coordinate with Kinder Morgan during the design and permitting phase of the project.

2g. Turkey Creek does not know whether Kinder Morgan has plans to replace or expand the right of way.

- Witness:
- 2a. Hugh Tillett/Carson Harkrader
 - 2b. Hugh Tillett
 - 2c. Carson Harkrader
 - 2d. Carson Harkrader
 - 2e. Hugh Tillett
 - 2f. Hugh Tillett
 - 2g. Hugh Tillett

C.L.L.

FORM 707 1-12-REV. 4

Ky PW 689

KENTUCKY

L.L. KY: PW-689

RIGHT OF WAY AGREEMENT

COMMONWEALTH OF KENTUCKY

COUNTY OF GARRARD

153464

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Shirley Hudson and Mary B. Hudson, his wife

(hereinafter called Grantor, whether one or more), for and in consideration of the sum of Three Hundred Eighteen and no/100-----(\$ 318.00--) Dollars, in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto TENNESSEE GAS TRANSMISSION COMPANY, a Delaware Corporation, its successors and assigns (hereinafter called GRANTEE), the right, privilege and authority for the purposes of laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of and replacing pipe line (with fittings, tie-overs and appliances, including Catholic Protection equipment) for the transportation of oil, gas, petroleum products or any other liquids, gasses or substances which can be transported through pipe line, and of erecting, maintaining and removing a line of poles and appurtenances thereon for the operation thereon of telephone, telegraph, and electric transmission lines, the Grantee to have the right to select, change or alter the routes under, upon, over and through lands which the undersigned owns or in which the undersigned has an interest, situated in the County of Garrard, Commonwealth of Kentucky, described as follows:

- Bounded: On the North by the lands of John M. Evans
On the East by the lands of Dalton Estate
On the South by the lands of J. W. Cormney
On the West by the lands of L. & N. Railroad

And being the same lands described in deed dated December 31, 1915, recorded in Deed Book 33, page 148; by deed dated April 27, 1917, recorded in Deed Book 35, page 109; by deed dated December 27, 1917, recorded in Deed Book 36, page 158; by deed dated December 31, 1919, recorded in Deed Book 39, page 262, all the aforementioned Deed Books being a part of the Public Records in the County Court Clerk's Office, Garrard County, Kentucky.

The R/W is limited to 75' in width throughout, except at L&N Railroad, where R/W shall be 150' in width extending eastward for a distance of 150'. A passway for livestock and implements shall be provided at a location to be selected by Grantor. Grantee agrees to remove from the R/W all rock 6" or more in diameter. The pipeline shall be located as presently surveyed and staked and the pipe shall be buried to below normal plow depth. Grantor reserves the right to re-need R/W at his own expense.

Dollars per foot for any additional line/ The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign the rights, privileges and authority herein granted and conveyed, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or in severalty.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free right of ingress and egress over and across said lands.

TO HAVE AND TO HOLD the said rights, privileges and authority, unto said Grantee, its successors and assigns, until such pipe line be constructed and so long thereafter as a pipe line, telephone line, telegraph line or electric transmission line is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The undersigned Grantor, his successors, heirs or assigns, reserves the right to fully use and enjoy the said premises subject to the rights, privileges and authority herein granted and conveyed; provided, however, that the Grantee shall have the right from time to time to cut and remove all trees, undergrowth and other obstructions that may injure, endanger or interfere with the construction and use of said pipe line, telephone, telegraph or electric transmission lines or fittings and appliances appurtenant to any of said line.

The Grantee, by the acceptance hereof, agrees to pay for any damage to crops, fences and timber, which may arise from laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of and replacing such pipe line. Said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns, or in case such rights, privileges and authority are owned or held by more than one owner such appointment shall be made by the Grantee, its successors and assigns, against whom damages are claimed; and the third by the two persons aforesaid, and the award of such three persons shall be final and conclusive.

All payments hereunder may be made by check or draft of Grantee direct or by mail to Grantor at Lancaster, Kentucky, or to [blank], who is hereby appointed agent and is authorized to receive and receipt for the same; or, at the option of Grantee, such payments may be made by depositing the same in [blank] Bank, at [blank]

to the credit of Grantor, or said agent, said Bank, and its successors, being hereby designated as the depository for such purpose, irrespective of any future change in the ownership of the lands hereinabove described. Should there be any change in the ownership of said lands, then such deposit shall be made in the aforesaid depository to the credit of those acquiring said lands, but no change in ownership of said lands shall be binding upon Grantee until the muniment of title by which such change becomes effective has been placed of record in the County wherein such lands are located and a certified copy thereof delivered to Grantee.

It is mutually understood and agreed that this agreement as written covers all the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms hereof.

IN WITNESS WHEREOF, the Grantors herein, who hereby also release all rights of dower in the premises, have executed this conveyance this 13 day of August, 1918

WITNESS: [Signature]

[Signature] Shirley Hudson

[Signature] Mary B. Hudson



STATE OF KENTUCKY

Sct.

County of Garrard

I, William R. Layton, Clerk of the Garrard County Court do hereby certify that the foregoing
Right of Way Agreement from Shirley Hudson & wife
 to James E. Hudson
 was on 28 day of Aug, 1958, filed in my office for record,
 and the same together with certificate thereon and this certificate duly recorded in S. B. 77
 This 28 day of Aug, 1958, Page 541
 Attest William R. Layton Clerk, G.C.C.
 By David King D. C.

JOINT ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY }
 COUNTY OF GARRARD } SS.

I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the above and
 foregoing instrument of writing was produced to me in said Commonwealth and County by Shirley Hudson
 and Mary B. Hudson, his wife, who acknowledged and delivered the same to be their acts and deeds
 WITNESS my hand and Notarial Seal this 13th day of August, 1958
 My Commission will expire on the 5th day of October, 1960.

Hugh R. Miller
 NOTARY PUBLIC, State at Large ~~Kentucky~~ Ky.

(AFFIX NOTARY SEAL HERE)

18093
 W.B. 77
 P. 541

LINE NO. _____
 LIST NO. _____
 ORDER NO. _____

RIGHT OF WAY

Dated _____, 19____

From _____

To _____

TENNESSEE GAS TRANSMISSION
 COMPANY
 LOCATION _____

County of _____

COMMONWEALTH OF KENTUCKY

28 Aug 58
7:30 COST

Consideration See instrument

Additional Sum \$ _____

Total \$ _____

Ent. Indexed Examined

Sub. No. _____

Statement No. _____

RETURN TO
 LAND DEPARTMENT, T. G. T. CO.
 BOX 2511, HOUSTON 1, TEXAS

CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY }
 COUNTY OF _____ } SS.

I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the above and
 foregoing instrument in writing was this day produced to me in said Commonwealth and County by _____
 of _____, a corporation, who for and on behalf of said corporation,
 acknowledged and delivered the same to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal this _____ day of _____, 19____

My Commission will expire on the _____ day of _____, 19____

(AFFIX NOTARY SEAL HERE)

NOTARY PUBLIC, _____ COUNTY, Ky.

c.l.p.

FORM TGT 1488

RA Grant Ky
Hudson.
AUG 19 1958
LL#
343819

L.L. KY. PW-689

ROAD GRANT

STATE OF KENTUCKY
COUNTY OF GARRARD

FOR AND IN CONSIDERATION OF Five Hundred Ninety Two and 50/100 (\$ 592.50 Dollars to them in hand paid, the receipt of which is hereby acknowledged, Shirley X Hudson and Mary B. Hudson, his wife do

hereby grant unto TENNESSEE GAS TRANSMISSION COMPANY, incorporated under the laws of the State of Delaware, its successors and assigns, the right to open, repair, maintain and use a roadway on, over and through certain lands situate in

Garrard County, Kentucky, bounded and described as follows:

- Bounded: On the North by the lands of John M. Evans
- On the East by the lands of the Dalton Estate
- On the South by the lands of J. W. Cormney
- On the West by the lands of the L & N Railroad

upon the route described in general terms as follows: Running from U. S. Highway 27 across the L & N Railroad track, through the Hudson farm in a south easterly direction to the Tennessee Gas Transmission Co.'s Right of Way at Station 410 & 37.

It is understood and agreed that this road right of way does not and shall not extend generally for the use of the public, but is limited to and for the use of the said TENNESSEE GAS TRANSMISSION COMPANY, its successors and assigns, for its agents and employees, and for persons, firms and corporations doing work for the said Company, its successors and assigns. ~~It is also understood and agreed that the grantee shall be responsible for the opening, repairing, maintaining and use of the said roadway~~ grantee agrees, after construction, to generally restore said roadway to a condition as good as it was prior to construction, and any damages caused by future use.

WITNESS the following signature and seal this 13th day of August A. D. 19 58.

WITNESSES:

Hugh P. Miller _____

Shirley Hudson (SEAL)
Mary B. Hudson (SEAL)
Mary B. Hudson

JOINT ACKNOWLEDGMENT

STATE OF KENTUCKY
COUNTY OF GARRARD

SS.

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that the above and foregoing instrument in writing was this day produced to me in said State and County by Shirley Hudson and Mary B. Hudson, his wife, who acknowledged and delivered the same to be their acts and deeds.

WITNESS my hand and Notarial Seal this 13 day of August 19 58
My Commission will expire on the 5th day of October 19 60.

Hugh P. Miller
(AFFIX NOTARY SEAL HERE) NOTARY PUBLIC, State at Large BOONE, KY.

STATE OF KENTUCKY

Sct.

County of Garrard

I, William R. Layton, Clerk of the Garrard County Court do hereby certify that the foregoing

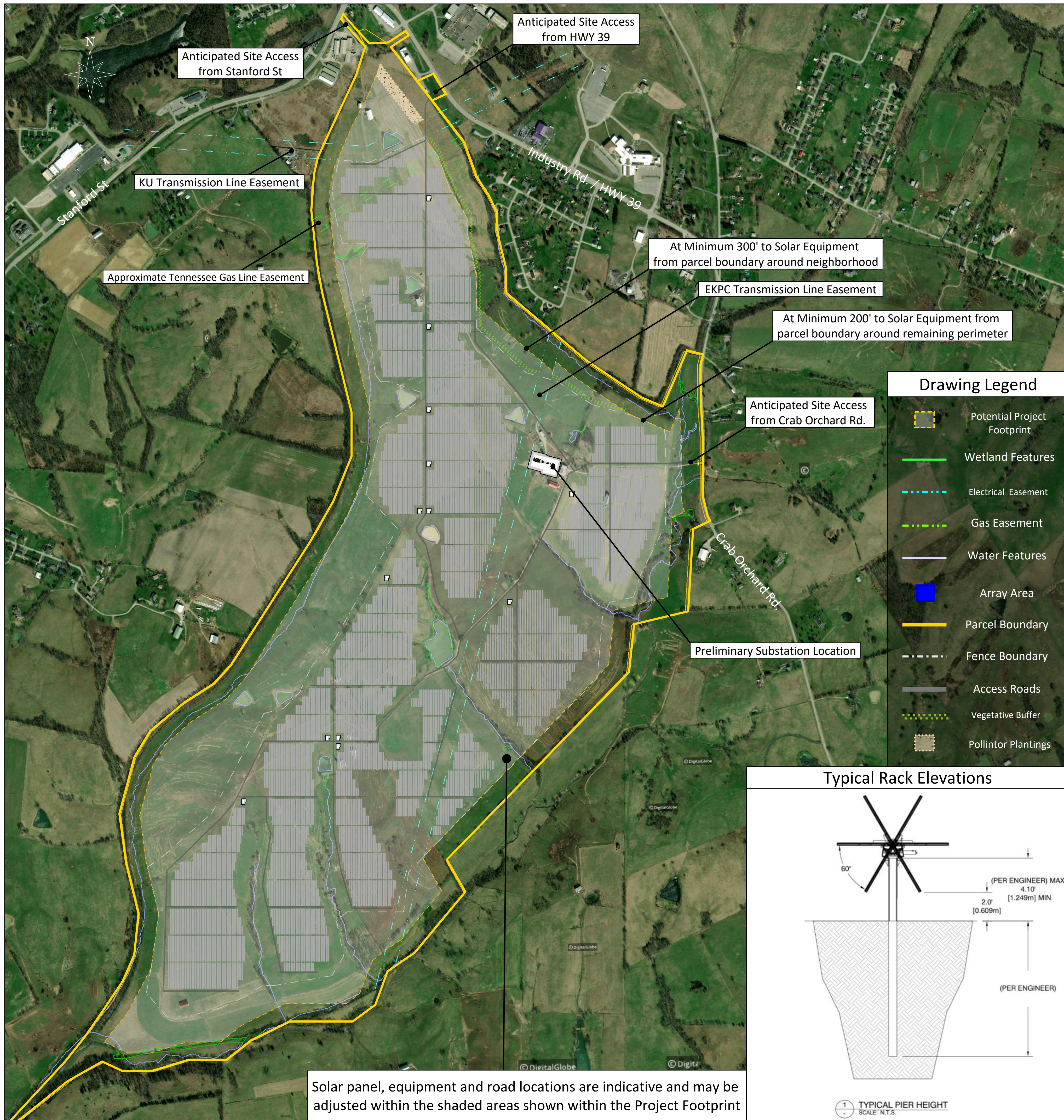
Leed Grant from *Shirley Hudson & Eugene*
to *Franklin B. Jones, Co*

was on 27 day of Aug 19 58, filed in my office for record,
and the same together with certificate thereon and this certificate duly recorded in B. 17

This 29 day of Aug 19 58 Page 573

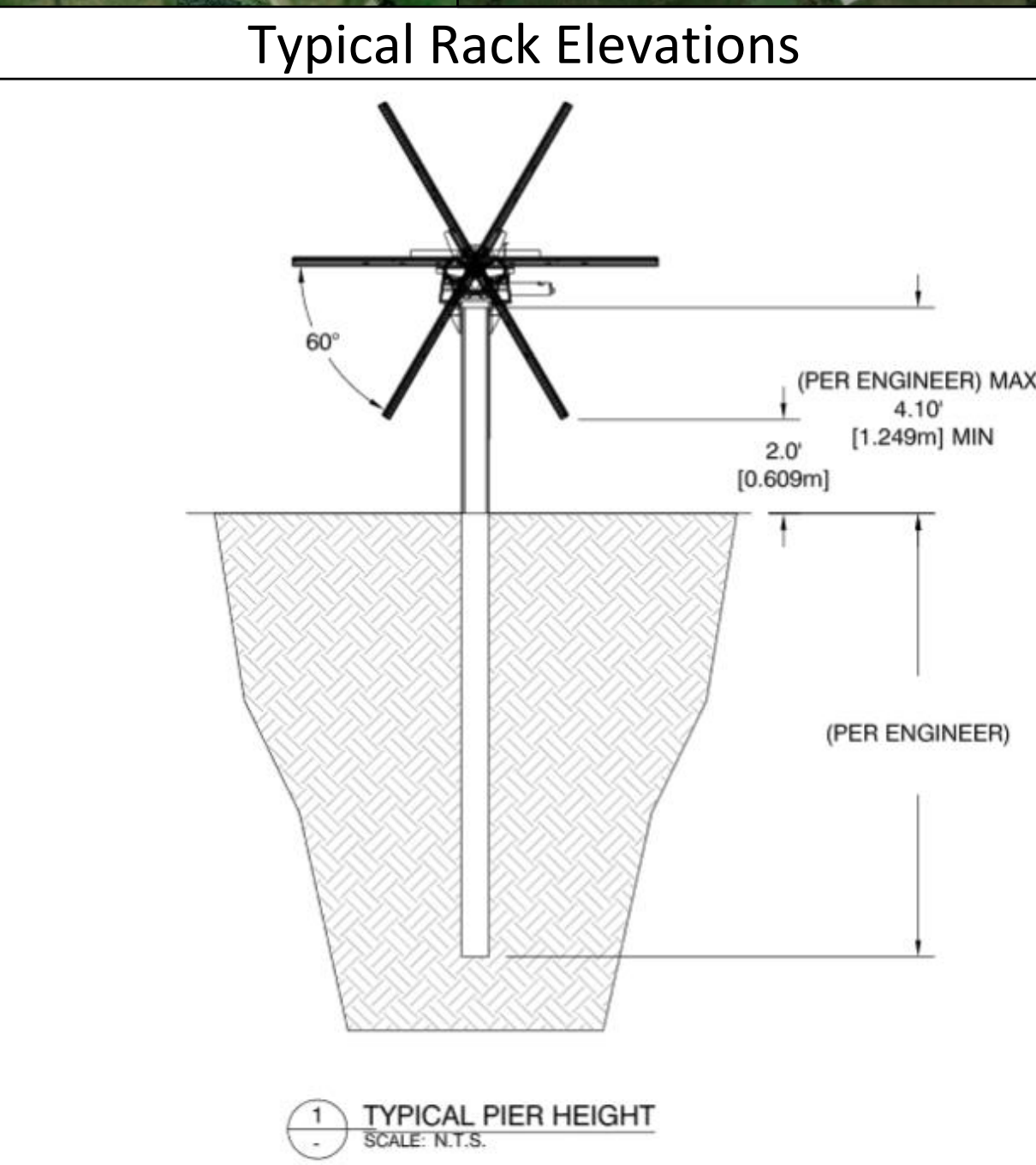
Attest *Wm R. Layton* Clerk, G.C.C.

By *David R. King* D. C.

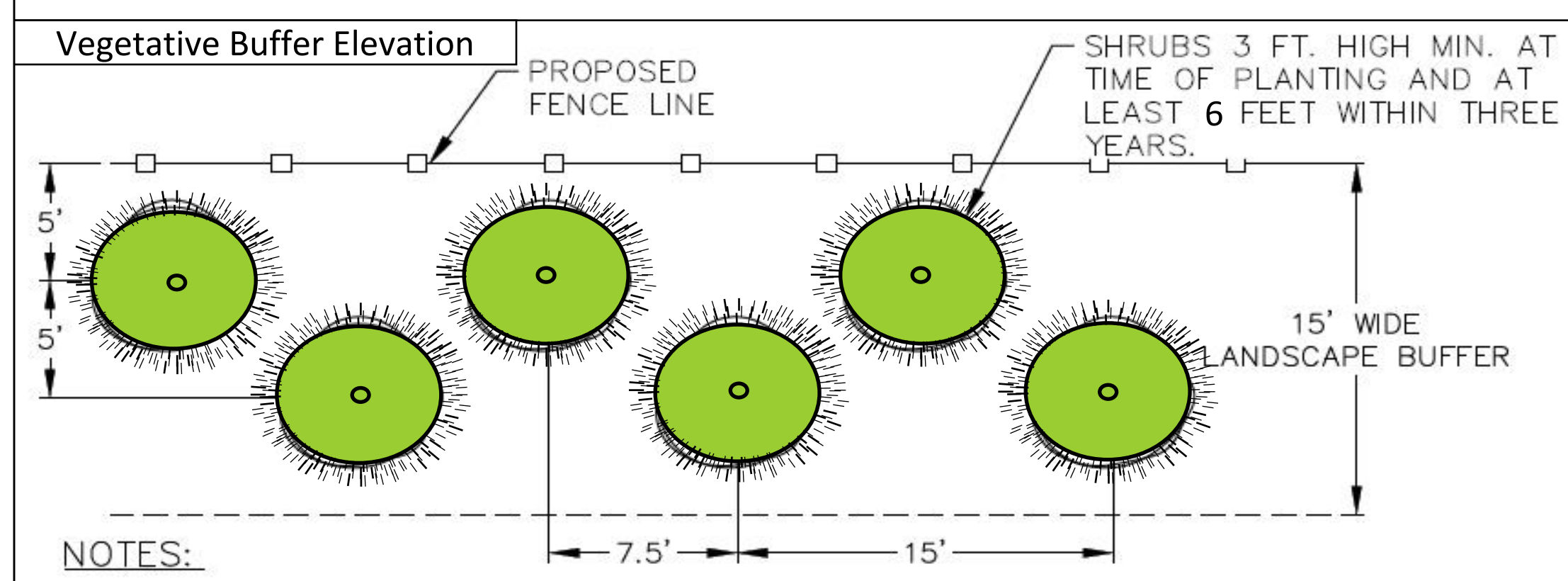


Solar panel, equipment and road locations are indicative and may be adjusted within the shaded areas shown within the Project Footprint

Drawing Legend	
	Potential Project Footprint
	Wetland Features
	Electrical Easement
	Gas Easement
	Water Features
	Array Area
	Parcel Boundary
	Fence Boundary
	Access Roads
	Vegetative Buffer
	Pollinator Plantings



- Standard Notes
- (1) The Purpose of this plan is for a Power Generation Permit for review and approval by the Kentucky State Siting Board to construct a solar energy system. All information shown is for planning purposes only.
 - (2) The property lines, existing improvements, and topographic data shown hereon are not based on a field survey and have been completed from ArcGIS & Google Earth Imagry. No field evidence of property markers were located with this Exhibit.
 - (3) Wetlands and Streams are shown representative of a delineation received by Carolina Solar Energy.
 - (4) Project area will be cleared and grubbed as necessary, retaining pre-development drainage patterns as much as possible. Minor grading will occur around inverter areas to divert surface drainage. Areas subject to rutting during construction will be temporarily stabilized with gravel that will remain after construction. Soil conditions and equipment loads will determine final design.
 - (5) Proposed construction and temporary laydown yard/construction staging area to be used during site construction. A portion of this area will be covered with gravel to allow delivery of construction materials. Prior to construction, this area will be compacted by a smooth drum or sheepsfoot roller to reduce/prevent rutting. Following construction gravel laydown yard will be removed.
 - (6) Access aisles shown on this plan indicate construction and maintenance access points for ingress/egress. Prior to construction, these aisles are compacted by a smooth drum or sheepsfoot roller to reduce/prevent rutting. Gravel may be placed in high traffic or poorly draining areas during construction activities to improve access. Soil access aisle will be scarified, aerated, and re-seeded after construction. Access aisles to inverters may require gravel to support delivery equipment loads. Soil conditions and final equipment selection will determine if gravel access aisles will be required to inverter locations
 - (7) All Right-Of-Ways are public unless noted otherwise.
 - (8) Utility lines and services shown hereon are approximate per aerial photography or as reported by various responsible parties. Location of underground utilities are not shown. Call appropriate authorities before digging.
 - (9) No lighting is proposed for the array area. The Interconnection Substation will have some lighting.
 - (10) 6' tall chain link fence with three strands of barbed wire or similar to meet National Electric Code requirements. The proposed access gate will be will be locked with a standard keyed or combination lock. Emergency personnel will be provided a key or combination for access.



Carolina Solar Energy
 400 W Main St
 Durham, NC 27701
 Suite 503

PROJECT
 Turkey Creek

ISSUE
 7.8.20

PROJECT
 Turkey Creek Farm
 50 MWAC

DRAWN BY
 CJ

DESCRIPTION
 Array Layout

a

01

CASE NO. 2020-00040
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3. Refer to the Notice of Transfer filed on June 12, 2020.

a. State whether Silicone Ranch Corporation has a good environmental compliance history and provide all supporting information for establishing good environmental compliance history.

b. State whether Silicone Ranch Corporation has the financial, technical, and managerial capacity to meet any obligations imposed by the terms of any approval or has the ability to contract to meet those potential obligations.

RESPONSE: 3a. Silicon Ranch Corporation has an excellent environmental compliance history. It has complied in all material respects with all state and federal environmental laws and regulations, does not have any material pending federal or state actions against it alleging violations of environmental laws or regulations, and has never been subject to fines or penalties for any alleged violation of law. Since the company was founded nearly a decade ago, Silicon Ranch has remained steadfast in its devotion to operating responsibly and requires both its employees and its contractors to adhere to its Code of Conduct and its Policy on Health, Security, Safety, the Environment, and Social Performance. In recognition of its environmental performance, Silicon Ranch has received national and state awards, including but not limited to the Green Power Leadership Award from the Center for Resource Solutions, the Diamond Award for Excellence in Environmental Leadership from the Arkansas Environmental Foundation, and the inaugural Environmental Technology Award from the Arkansas Department of Environmental Quality. Moreover, Silicon Ranch's transformative Regenerative Energy platform is a holistic, outcome-based model for land management that co-locates clean electricity generation with regenerative agriculture to restore biodiversity and soil health, improve water quality, and sequester atmospheric carbon in the soil, all while keeping the land housing its solar

CASE NO. 2020-00040
TURKEY CREEK SOLAR, LLC
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arrays in agricultural production. Earlier this year, the Savory Institute issued certificates certifying that six of Silicon Ranch's projects in Tennessee and Mississippi are the world's first sites ever to be declared "regenerative" through application of Ecological Outcome Verification protocols.

3b. Silicon Ranch Corporation has the financial, technical, and managerial capacity to meet reasonable obligations imposed by the terms of any approval or has the ability to contract to meet reasonable obligations. It is the U.S. solar platform for Shell New Energies US, LLC, an affiliate of Royal Dutch Shell, plc, and one of the largest independent solar power producers in the country. It develops-to-own all of its solar farm projects and has a 100 percent track record of seeing them through from start to finish. Its diverse portfolio includes more than 120 solar farms across 14 states from New York to California. The portfolio includes more than 1.6 Gigawatts of PV systems that are contracted, under construction, or operating coast to coast. Silicon Ranch's team is comprised of nearly 50 individuals, including President and CEO Reagan Farr. Under Mr. Farr's leadership, Silicon Ranch has transacted in excess of \$1.5 billion of project financing with regional and global financial institutions. Silicon Ranch's Board of Directors includes Matt Kisber, the former Tennessee Commissioner of Economic Development and 10-term Tennessee State Representative, and Former Tennessee Governor Philip Bredesen. For additional information about Silicon Ranch, please see the company website:

<https://www.siliconranch.com/>.

Witness: 3a. Hugh Tillett

 3b. Hugh Tillett

CASE NO. 2020-00040
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4. Refer to Attachment A of the application, Volume II, Property Value Impact Report, page 2, regarding the statement that the nearest residential property is located 240 feet from the proposed solar facility. Refer also to Attachment C of the application, Volume II, Noise and Traffic Study, page 2, which states that the dwelling nearest to any proposed solar structure is located approximately 400 feet from the nearest solar panel. Lastly, refer to the motion for deviation, Exhibit 1, which shows that the closest residence (located in Merriwood Estates) to the solar facility is 300 feet. Reconcile the difference in these three statements regarding the closest residential property to the solar facility.

Response: Please see the attached letter explaining the 240 ft distance listed in the Property Value impact report. The approximate 400 ft distance from solar panel to dwelling is correct. The 300 ft distance from the general Merriwood Estates area to the Project boundary is correct as well. The difference is the approximate 400 ft distance is from structure to structure, whereas the approximate 300ft distance is from the property boundary to the project boundary.

Witness: Hugh Tillett



Kirkland Appraisals

Richard C. Kirkland, Jr., MAI
9408 Northfield Court
Raleigh, North Carolina 27603
Phone (919) 414-8142
rkirkland2@gmail.com
www.kirklandappraisals.com

July 7, 2020

Carson Harkrader
Carolina Solar Energy
400 West Main Street, Suite 503
Durham, NC 27701

RE: Turkey Creek Solar Impact Study, Garrard County, KY

Ms. Harkrader

The purpose of this letter is to address a question from the Kentucky Siting Board related to the market impact analysis that I completed on this project on March 4, 2020.

The question relates to the closest distance from home to panel and a discrepancy in my report and the final submittal. The measurements that I took were based on earlier maps. The most recent map I have shows 200-foot and 300-foot setbacks from equipment to property boundaries. That map is dated 5/26/20 which is after the date of my appraisal. My measurements were based on measurements from an older kmz file that included a building envelope. The measurements that you are currently showing are more current and should replace the measurements cited in my report. As the distances are greater than those considered in my report, I do not consider this increase in buffering distance to impact my conclusion in that impact analysis.

If you have any further questions please call me any time.

Sincerely,

Richard C. Kirkland, Jr., MAI
Kirkland Appraisals, LLC

