

Martin County Solar Project, LLC  
Response to Siting Board's Post-Hearing Request for Information  
Case No. 2021-00029

Request No. 1: Confirm whether the Kentucky Department of Fish & Wildlife requires any public notice regarding the disenrollment of the two properties from the Hunting Access Program. Provide all measures that Martin County Solar will undertake, and specify what form of public notice it will give, regarding the new boundaries of the Hunting Access Area.

Response: Kentucky Department of Fish & Wildlife (KDFW) does not have any public notice requirements regarding the disenrollment of the properties from the Hunting Access program. See attached email exchange for additional information. When the properties are removed, KDFW will post notice on their webpage that the boundaries have changed. In addition, Martin County Solar will post signage at access points of the properties notifying hunters that the area is no longer enrolled in the public access program.

Responding Witness: Josh Adams

**From:** [Adams, Joshua](#)  
**To:** [Jason Funk](#); [Dutton, Gregory T.](#); [Erich Miarka](#)  
**Subject:** FW: Removing Areas from Hunting Access Area  
**Date:** Thursday, October 7, 2021 1:03:40 PM

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[EXTERNAL MESSAGE] Please be mindful when clicking on links, opening attachments, and replying.

## Josh Adams

Direct: 502 212-5011  
Mobile: 502-718-9512



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**Please consider the environment before printing this email.**

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**From:** McDermott, Joe (FW) <[Joe.McDermott@ky.gov](mailto:Joe.McDermott@ky.gov)>  
**Sent:** Tuesday, October 5, 2021 2:02 PM  
**To:** Adams, Joshua <[Joshua.Adams@stantec.com](mailto:Joshua.Adams@stantec.com)>  
**Subject:** Re: Removing Areas from Hunting Access Area

I got ya... no, you do not have to make any public postings or anything like that. We'll simply update the agreement to reflect the new acreage and remove the specified properties from our website and mapping materials.

Get [Outlook for iOS](#)

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**From:** Adams, Joshua <[Joshua.Adams@stantec.com](mailto:Joshua.Adams@stantec.com)>  
**Sent:** Tuesday, October 5, 2021 1:58:58 PM  
**To:** McDermott, Joe (FW) <[Joe.McDermott@ky.gov](mailto:Joe.McDermott@ky.gov)>  
**Subject:** RE: Removing Areas from Hunting Access Area

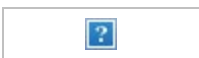
That is good information.

However, the Landowner isn't required to post any notice in local papers or things like that?

Thanks

## Josh Adams

Direct: 502 212-5011  
Mobile: 502-718-9512



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**From:** McDermott, Joe (FW) <[Joe.McDermott@ky.gov](mailto:Joe.McDermott@ky.gov)>

**Sent:** Tuesday, October 5, 2021 1:54 PM

**To:** Adams, Joshua <[Joshua.Adams@stantec.com](mailto:Joshua.Adams@stantec.com)>

**Subject:** Re: Removing Areas from Hunting Access Area

According to the written agreement between the two parties, you're supposed to send a request in writing to our Director's office. We have a 30-day termination clause as well that either party can enact. Is this what you're referring to?

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**From:** Adams, Joshua <[Joshua.Adams@stantec.com](mailto:Joshua.Adams@stantec.com)>

**Sent:** Tuesday, October 5, 2021 11:57:15 AM

**To:** McDermott, Joe (FW) <[Joe.McDermott@ky.gov](mailto:Joe.McDermott@ky.gov)>

**Subject:** RE: Removing Areas from Hunting Access Area

Joe,

I will provide more information as soon as I can. I did have one question, does KDFWR have any public notice requirements prior to removing land from the program

**Josh Adams**

Direct: 502 212-5011

Mobile: 502-718-9512



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**From:** McDermott, Joe (FW) <[Joe.McDermott@ky.gov](mailto:Joe.McDermott@ky.gov)>

**Sent:** Monday, September 20, 2021 12:58 PM

**To:** Adams, Joshua <[Joshua.Adams@stantec.com](mailto:Joshua.Adams@stantec.com)>

**Subject:** RE: Removing Areas from Hunting Access Area

Mr. Adams,

All we would need to complete your request is something in writing from Legacy to let me know they want the property removed from the agreement, and then the property boundaries for what needs to be removed. The boundaries can be sent to me as a KML, shape file, or in AutoCAD (but please provide the projection). Once we have those two things, we can get the property removed from our website and online maps.

Just out of curiosity, can you give me an idea of the location and size of the property your client is wanting to remove from the program? Also, would they entertain the idea of allowing any form of public hunting on the area for the remainder of this elk season or in the future?

Let me know if you have any questions and I'll do what I can to assist.

Thanks,

Joe McDermott  
KDFWR Deer & Elk Program Biologist  
270-226-5214

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**From:** Adams, Joshua <[Joshua.Adams@stantec.com](mailto:Joshua.Adams@stantec.com)>  
**Sent:** Monday, September 20, 2021 12:37 PM  
**To:** McDermott, Joe (FW) <[Joe.McDermott@ky.gov](mailto:Joe.McDermott@ky.gov)>  
**Subject:** Removing Areas from Hunting Access Area

Good afternoon Joe,

I have a client who is looking at developing portions of the Legacy LLC Hunting Access Area in Martin County.  
What needs to be done in order to remove portions of this property from the Access Area Program?

Thanks

**Josh Adams**

Natural Resource Team Lead, Terrestrial Wildlife Technical Lead, Principal

Direct: 502 212-5011

Mobile: 502-718-9512

Fax: 502 212-5055

[Joshua.Adams@stantec.com](mailto:Joshua.Adams@stantec.com)

Stantec

10509 Timberwood Circle Suite 100

Louisville KY 40223-5308



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Martin County Solar Project, LLC  
Response to Siting Board's Post-Hearing Request for Information  
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Request No. 2: Confirm whether Kirkland Appraisals completed any calculations or report to reach the conclusion that the expansion of the Project is not substantial enough to impact the Property Value Report. Provide a copy of any such calculations or report by Kirkland Appraisals to support this conclusion.

Response: See attached letter from Kirkland confirming no substantial impact on the Property Value Report.

Responding Witness: Erich Miarka



# Kirkland Appraisals

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

October 7, 2021

Erich Miarka  
Martin County Solar Project, LLC  
422 Admiral Boulevard  
Kansas City, MO 64106

**RE: Martin County Solar Project, Martin County, KY**

Mr. Miarka

The purpose of this letter is to address question from the Kentucky Siting Board related to differences in the application site layout and the analysis that I completed on April 12, 2021.

I have measured the distances to adjoining homes based on the new site plan and attached on the following pages. I have shown the original distances measured next to the new distances measured for comparison. These show no change for most of the parcels and those that have changed. The new closest distance distance from home to panel is 1,310 feet as opposed to the original closest distance of 1,450 feet. The average distance is now 3,751 feet while the prior average distance was 4,029 feet.

All of those distances are significantly further than the matched pair distances used in the original report, which is why I maintain that the changes in the site plan do not change the conclusion of the analysis of the original report.

The map below is the current layout of panels while the map to the right is the original map that I worked off of. All of the same parent tract parcels are involved in both versions and the general location of the panels are very similar within those parent tracts. There are some minor variations – mostly along the western and southern boundaries.

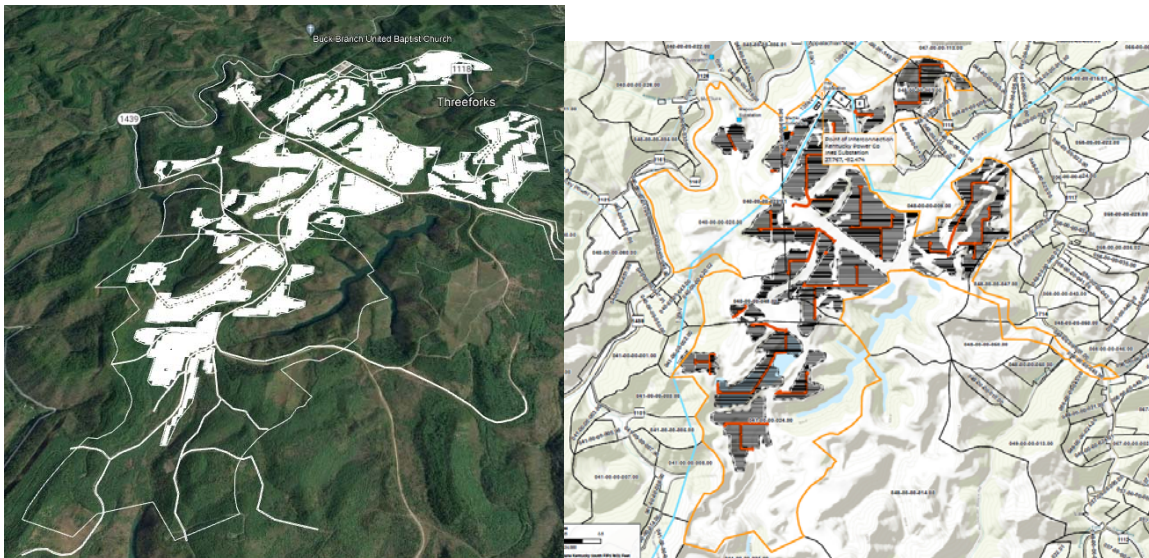


EXHIBIT B  
to  
RESOLUTION OF THE MARTIN COUNTY FISCAL COURT  
FORM OF PAYMENT IN LIEU OF TAXES AGREEMENT

\* \* \* \* \*

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT, made as of [Closing Date] (this “Agreement”), by and between the COUNTY OF MARTIN, KENTUCKY, a county and political subdivision in and of the Commonwealth of Kentucky (the “County”), the BOARD OF EDUCATION OF MARTIN COUNTY, KENTUCKY, a political subdivision of the Commonwealth of Kentucky (the “Board of Education”), [the KENTUCKY ECONOMIC DEVELOPMENT FINANCE AUTHORITY, an agency and political subdivision of the Commonwealth of Kentucky (“KEDFA”),] [the Commonwealth of Kentucky, acting by and through the KENTUCKY DEPARTMENT OF REVENUE (the “DOR”),] and MARTIN COUNTY SOLAR PROJECT, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the “Company”).

**RECITALS:**

**A.** The Company desires to develop, design, construct, own or lease, and operate a solar photovoltaic electric generating facility in the County (the “Project”) on land within the geographic boundaries of the County. The Company intends for the Project to have a maximum installed capacity of 100 to 200 megawatts of alternating current (“MWac”) developed in one or more phases (each, a “Phase” and collectively, the “Phases”).

**B.** The Company has requested the County to assist with the construction of the Project through the issuance of up to \$300,000,000 principal amount of the County Industrial Revenue Building Bonds, in one or more series (the “Bonds”), pursuant to the Industrial Building Revenue Bond Act (Section 103.200 et seq.) of the Kentucky Revised Statutes (the “Act”).

**C.** Pursuant to the Act, the Company proposes to transfer all, or substantially all, of the equipment and materials, including, without limitation, solar panels, racking, trackers, inverters, transformers, and wiring, for the Project (the “Personal Property”) to the County via a bill of sale, to construct the Project on land leased by the Company, and to lease the Personal Property from the County pursuant to a Lease Agreement between the County and the Company.

**D.** [KRS 132.020(1)(b) provides that the owner shall pay an annual ad valorem tax for state purposes at the rate of 1-1/2 cents (\$0.015) upon each one hundred dollars (\$100) of value of all privately-owned leasehold interests in industrial buildings, as defined under KRS 103.200, owned and financed by a tax-exempt governmental unit under the provisions of KRS Chapter 103, upon the prior approval of the KEDFA, except that the rate shall not apply to the proportion of value of the leasehold interest created through any private financing.

**E.** KRS 103.210(1) provides that any industrial buildings financed by bonds pursuant to KRS 103.200 to 103.285 and leased in connection with the bond financing from a tax-exempt governmental unit shall require the prior approval by KEDFA of the reduced ad valorem tax for industrial buildings under KRS 132.020. Pursuant to KRS 103.210(1), KEDFA has approved the application of the County and the Company for reduced state *ad valorem* tax for the Project under KRS 132.020 upon the terms provided in this Agreement.]

**F.** Pursuant to KRS 103.285 and Section 170 of the Kentucky Constitution, the Personal Property financed with proceeds of the Bonds will not be subject to local *ad valorem* (property) taxes so long as the Bonds are outstanding.

**G.** In connection with the issuance of the Bonds, the Company desires to make a payment in lieu of taxes in the annual amount of \$1,500 per installed MWac of capacity of the Project, which would result in \$300,000 annually if the full capacity of the Project is developed, payable in accordance with the terms of this Agreement.

**AGREEMENT:**

**NOW, THEREFORE,** the parties hereby agree as follows:

**1. PROJECT EXEMPT FROM TAXATION.** It is understood, acknowledged and agreed by the parties that pursuant to KRS 103.285 and Section 170 of the Kentucky Constitution, the Project, to include Personal Property owned by the County, is exempt from *ad valorem* taxation by the County, the Board of Education, and other political subdivisions in Kentucky to the same extent as other public property used for public purposes, so long as same is owned by the County.

**2. AGREEMENT TO MAKE LOCAL PILOT PAYMENTS.**

a. In consideration of the County's agreement to issue the Bonds and to take all other actions authorized in connection with the issuance of the Bonds, subject to the provisions below, the Company hereby agrees that in each calendar year during the term of this Agreement beginning on the first January 1st assessment date following the calendar year in which the Project is placed in service (each an "Assessment Date") that the County owns the Personal Property that the Company shall make the following payments (the "Local PILOT Payments") for each of the Assessment Dates during the term of the Bond with respect to the portion of the Project financed with the proceeds of the Bond:

(1) To the County for its general fund, an amount equal to the product of \$\_\_\_\_\_ [insert portion of \$1,500 allocable to the County] multiplied by the installed MWac capacity of the Project (the "Installed Capacity"); and

(2) To the Board of Education, an amount equal to the product of \$\_\_\_\_\_ [insert portion of \$1,500 allocable to the Board of Education] multiplied by the Installed Capacity.

(3) [additional taxing authorities TBD]



b. Any Local PILOT Payments payable in a calendar year hereunder shall be paid at the same time and in the same manner as are County property taxes for such calendar year, except that the Company shall deliver the respective payments to the addresses provided in Section 5 below, instead of to the regular tax collector. The Local PILOT Payments for each such calendar year shall be due and payable in full no later than December 31 of such year or a later date established pursuant to KRS 134.015. If the Company pays a Local PILOT Payment after December 31 or a later due date established pursuant to KRS 134.015, the Company shall increase said PILOT Payment by the corresponding penalty percentage established by KRS 134.015.

**3. ADDITIONAL OBLIGATIONS.** The County covenants that, to the extent permitted by law, it will not take any action which may be reasonably construed as tending to cause or to induce the levy or assessment of *ad valorem* or other taxes with respect to the Project until the date on which the Bonds have been fully paid or otherwise are no longer outstanding. If any such levy or assessment is threatened or occurs prior to such date, the County shall, at the request of the Company, fully cooperate with the Company in all reasonable ways to prevent or to overturn any such levy or assessment. As an inducement for the Company to effect the Bonds and to enter into this Agreement, the County hereby covenants that it (a) shall not take any action whatsoever which may be reasonably construed as tending to cause or induce the (1) loss of the exemption of the Project, or (2) levy any ad valorem or other taxes or assessments with respect to the Project for so long as the Bonds are outstanding, (b) will cooperate with the Company in any legal proceeding or in any public or private forum to avert the challenge of the validity, enforceability or the amount of the exemption of the Project or the terms of this Agreement, (c) will support any land use approvals required for the Project, (d) will use its best efforts to expedite the review and approval of all health, safety, construction and other permits required for the Project, (e) will support the Company and the Project in its petition for a construction certificate before the Kentucky Electric Generation and Transmission Siting Board, and (f) will support the award of allowable incentives before the Kentucky Economic Development Finance Authority.

**4. TERMINATION.** Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall terminate on the day immediately following the date that the Bond is no longer issued and outstanding and nothing in this Agreement shall be construed to guarantee that the Company will commence or complete construction of the Project or to require any minimum level of capacity to be developed.

**5. NOTICES.** All notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by nationally recognized overnight carrier or registered or certified mail, postage prepaid, addressed as follows:

If to the County, at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the Board of Education, at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[If to KEDFA, at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_]

[If to the DOR, at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_]

If to the Company, at: Scott Zeimetz  
Martin County Solar Project, LLC  
422 Admiral Blvd  
Kansas City, MO 64106

with a copy to Brian Zoeller  
Frost Brown Todd LLC  
400 W. Market Street, 32<sup>nd</sup> Floor  
Louisville, KY 40202

The parties may by notice given hereunder designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**6. MISCELLANEOUS.**

a. Entire Agreement. This Agreement contains all of the agreements and conditions made between the parties hereto regarding the subject matter of this Agreement and there are no other agreements or understandings, written or oral, between the parties relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings, written and oral, between the parties with respect to such subject matter. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by both parties hereto or their respective successors in interest. The invalidity, illegality or unenforceability of any provision of this Agreement will not affect the validity, legality or enforceability of the remaining provisions.

b. Assignment; Binding Effect. Company shall be permitted to assign, in whole or in part, this Agreement and its obligations under this Agreement without the prior consent of the County or the Board of Education. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns. Without limiting the foregoing, to the extent the Company (or the then current owner of the applicable Phase of the Project) assigns or partially assigns the rights, obligations, and interests of this Agreement as they relate to one or more Phases, the County and Board of Education agree to look solely to the owner of each respective Phase with respect to the payment of such Phase's proportionate share of Local PILOT Payments based on installed MWac, and shall release the owner of any other Phases from any and all liability with respect to Local PILOT Payments relating to any particular Phase owned by any other party. To the extent of an occurrence and continuance of a default caused by the owner of any one Phase under this Agreement, the County and Board of Education acknowledge

and agree that they shall have the right to partially exercise remedies under the Agreement with respect only to that Phase of the Project under which a default has occurred and is continuing, and the non-defaulting Phase or Phases and the respective developer, owner, or operator thereof shall not be subject to any such remedies and the Agreement with respect to such non-defaulting Phases shall remain in full force and effect. If requested by a party or any assignee thereof, each party hereto agrees to provide such further assurances and execute such additional documents as may be reasonably requested by the other party to give effect to the foregoing assignment and related provisions regarding Project phasing.

c. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

d. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

e. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement effective as of the date first above written.

MARTIN COUNTY, KENTUCKY

By: \_\_\_\_\_  
County Judge/Executive

Attest:

By: \_\_\_\_\_  
Fiscal Court Clerk

BOARD OF EDUCATION OF MARTIN COUNTY, KENTUCKY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

MARTIN COUNTY SOLAR PROJECT, LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[KENTUCKY ECONOMIC  
DEVELOPMENT FINANCE  
AUTHORITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_]

[KENTUCKY DEPARTMENT OF  
REVENUE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_]

0143339.0725771 4837-2078-0498v6

## Surrounding Uses

#	MAP ID	Owner	GIS Data		Adjoin	Adjoin	Distance (ft)	Distance (ft)
			Acres	Present Use	Acres	Parcels	Home/Panel	Home/Panel New
1		Unknown	1.16	Residential	0.02%	1.10%	1,695	1,310
2	040000002000	Lowe	3.30	Residential	0.06%	1.10%	N/A	N/A
3	04000001400	Jude	2.40	Residential	0.04%	1.10%	N/A	N/A
4	040000001401	Maynard	3.70	Residential	0.06%	1.10%	N/A	1,640
5	048000001600	Fletcher	1.30	Residential	0.02%	1.10%	N/A	N/A
6	040000001300	Paxton	7.60	Residential	0.13%	1.10%	2,040	1,500
7	040000001200	Lowe	2.50	Residential	0.04%	1.10%	2,315	1,740
8	040000000100	Mills	15.20	Residential	0.26%	1.10%	N/A	N/A
9	047000014100	Jones	167.10	Agricultural	2.80%	1.10%	N/A	N/A
10	047000014402	Mills	5.10	Residential	0.09%	1.10%	N/A	N/A
11	047000014401	Chapman	3.20	Residential	0.05%	1.10%	2,435	2,425
12	047000014800	Meade	3.20	Residential	0.05%	1.10%	2,280	2,245
13	047000014500	Jarrell	0.09	Residential	0.00%	1.10%	2,970	2,900
14	47000013300	Preece	0.60	Residential	0.01%	1.10%	N/A	N/A
15	047000013300	Preece	4.60	Residential	0.08%	1.10%	N/A	N/A
16	047000013300	Preece	28.60	Agricultural	0.48%	1.10%	N/A	N/A
17	047000012900	Maynard	6.60	Residential	0.11%	1.10%	N/A	N/A
18	047000011800	Farley	58.10	Agricultural	0.97%	1.10%	N/A	N/A
19	047000010500	Jude	36.50	Agri/Res	0.61%	1.10%	2,625	2,650
20	047000010600	Jude	24.50	Agricultural	0.41%	1.10%	N/A	N/A
21		unknown	1.19	Residential	0.02%	1.10%	2,060	2,000
22	047000111100	Jude	3.10	Residential	0.05%	1.10%	N/A	N/A
23	04700011200	Maynard Cmtry	0.40	Cemetery	0.01%	1.10%	N/A	N/A
24	048000000200	Moore	0.70	Residential	0.01%	1.10%	N/A	N/A
25	048000000100	Jude	4.30	Residential	0.07%	1.10%	N/A	N/A
26		unknown	0.33	Residential	0.01%	1.10%	N/A	N/A
27	048000000501	Fletcher Cmtry	0.20	Cemetery	0.00%	1.10%	N/A	N/A
28	048000000300	Maynard Cmtry	0.20	Cemetery	0.00%	1.10%	N/A	N/A
29	048000000500	Hale	64.10	Agri/Res	1.08%	1.10%	1,450	1380
30	048000000700	Triple H R.E.	17.30	Residential	0.29%	1.10%	N/A	N/A
31	048000000900	Triple H R.E.	10.50	Residential	0.18%	1.10%	N/A	N/A
32	048000000601	Nichols	1.50	Residential	0.03%	1.10%	N/A	N/A
33		unknown	1.03	Residential	0.02%	1.10%	N/A	N/A
34	0480000002800	Staton	23.20	Agricultural	0.39%	1.10%	N/A	N/A
35	0480000002700	Triple H R.E.	36.00	Agricultural	0.60%	1.10%	N/A	N/A
36	0480000002900	Howard Cmtry	0.40	Cemetery	0.01%	1.10%	N/A	N/A
37	0480000004600	Staton	14.20	Residential	0.24%	1.10%	N/A	N/A
38	0480000002700	Triple H R.E.	45.00	Agricultural	0.76%	1.10%	N/A	N/A
39	0480000004600	Moore	3.10	Residential	0.05%	1.10%	N/A	N/A
40	0560000004300	Triple H R.E.	36.20	Agricultural	0.61%	1.10%	N/A	N/A
41	0480000005000	Triple H R.E.	56.80	Agricultural	0.95%	1.10%	N/A	N/A
42	056000004500	Triple H R.E.	41.00	Agricultural	0.69%	1.10%	N/A	N/A
43	05600001600	BayPointCapitol	1719.70	Agricultural	28.85%	1.10%	N/A	N/A
44	056000004500	Triple H R.E.	44.20	Agricultural	0.74%	1.10%	N/A	N/A
45	056000004900	Triple H R.E.	19.50	Residential	0.33%	1.10%	N/A	N/A
46	04900001500	Triple H R.E.	0.80	Residential	0.01%	1.10%	N/A	N/A
47	04900001800	Triple H R.E.	2.00	Residential	0.03%	1.10%	N/A	N/A
48	04900001200	Triple H R.E.	26.30	Agricultural	0.44%	1.10%	N/A	N/A
49	04900001100	Pauley	8.70	Residential	0.15%	1.10%	N/A	N/A

#	MAP ID	Owner	GIS Data		Adjoin	Adjoin	Distance (ft)	Distance (ft)
			Acres	Present Use	Acres	Parcels	Home/Panel	Home/Panel New
50	049000001000	Pauley	7.80	Residential	0.13%	1.10%	N/A	N/A
51	049000000900	Triple H R.E.	3.60	Residential	0.06%	1.10%	N/A	N/A
52	049000000800	Triple H R.E.	2.20	Residential	0.04%	1.10%	N/A	N/A
53	049000000700	Pauley	4.20	Residential	0.07%	1.10%	N/A	N/A
54	049000000600	Triple H R.E.	2.60	Residential	0.04%	1.10%	N/A	N/A
55	049000000500	Triple H R.E.	2.60	Residential	0.04%	1.10%	N/A	N/A
56	049000000400	Pauley	5.00	Residential	0.08%	1.10%	N/A	N/A
57		Unknown	0.70	Residential	0.01%	1.10%	N/A	N/A
58	049000000200	Fletcher Cmtry	0.70	Cemetery	0.01%	1.10%	N/A	N/A
59	049000002400	Maynard	39.90	Residential	0.67%	1.10%	7,035	6980
60	049000002700	Parsley	5.50	Residential	0.09%	1.10%	7,995	7930
61	057000000200	Fields	30.40	Agricultural	0.51%	1.10%	N/A	N/A
62	057000000300	Maynard	1.50	Residential	0.03%	1.10%	8,470	8402
63	057000000400	Fields	0.09	Residential	0.00%	1.10%	N/A	N/A
64	057000000500	Fields	21.60	Agricultural	0.36%	1.10%	N/A	N/A
65	057000001300	Triple H R.E.	6.30	Residential	0.11%	1.10%	N/A	N/A
66		Unknown	0.90	Residential	0.02%	1.10%	N/A	N/A
67	049000001301	Wolf CR	0.90	Residential	0.02%	1.10%	N/A	N/A
68		Unknown	0.90	Residential	0.02%	1.10%	N/A	N/A
69	057000001500	Stanley	2.00	Residential	0.03%	1.10%	9,935	9780
70	057000001600	Pauley	48.90	Agricultural	0.82%	1.10%	N/A	N/A
71	057000001600	Pauley	44.30	Agricultural	0.74%	1.10%	N/A	N/A
72	049000003200	Moore	13.40	Residential	0.22%	1.10%	N/A	N/A
73	049000003200	Moore	55.50	Agricultural	0.93%	1.10%	N/A	N/A
74	049000003201	Moore	73.30	Agricultural	1.23%	1.10%	N/A	N/A
75	049000001400	Pocahantas	1651.60	Agricultural	27.71%	1.10%	N/A	N/A
76	041000002400	Pocahantas	857.90	Agricultural	14.39%	1.10%	N/A	N/A
77	041000001300	Pocohantas	151.50	Agricultural	2.54%	1.10%	N/A	N/A
78	041000000800	Muncy	95.70	Agricultural	1.61%	1.10%	N/A	N/A
79	041000000500	Muncy	50.30	Agricultural	0.84%	1.10%	N/A	N/A
80	041000000300	Moore	100.10	Agricultural	1.68%	1.10%	N/A	N/A
81	041000000200	Triple H R.E.	32.80	Agricultural	0.55%	1.10%	N/A	N/A
82	040000002002	Revelation Enrgy	57.90	Agricultural	0.97%	1.10%	N/A	N/A
83	040000004700	Cmnwth Coal	4.10	Residential	0.07%	1.10%	N/A	N/A
84	040000004500	Preece	1.40	Residential	0.02%	1.10%	N/A	N/A
85	040000001100	Pocohantas	4.10	Residential	0.07%	1.10%	N/A	N/A
86	040000004400	McCoy	3.00	Residential	0.05%	1.10%	3,100	3390
87	040000002000	LOwe	7.70	Residential	0.13%	1.10%	N/A	N/A
88	040000002000	Lowe	6.20	Residential	0.10%	1.10%	N/A	N/A
89	040000002000	LOwe	0.70	Residential	0.01%	1.10%	N/A	N/A
90	040000002603	Edmonds	1.20	Residential	0.02%	1.10%	N/A	N/A
91	040000002601	Blackburn Cmtry	1.70	Cemetery	0.03%	1.10%	N/A	N/A
<b>Total</b>			<b>5959.990</b>		<b>100.00%</b>	<b>100.00%</b>	4,029	

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

Sincerely,



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





Martin County Solar Project, LLC  
Response to Siting Board's Post-Hearing Request for Information  
Case No. 2021-00029

Request No. 3: Confirm whether the soil management plan, to be completed prior to construction, will alter the proposed construction methods or timeframe.

Response: The soil management plan will not alter the proposed construction methods or timeframe.

Responding Witness: Jason Crumpler

Martin County Solar Project, LLC  
Response to Siting Board's Post-Hearing Request for Information  
Case No. 2021-00029

Request No. 4: Provide the total acreage within the Project footprint that will contain solar equipment.

Response: 854 acres.

Responding Witness: Erich Miarka

Martin County Solar Project, LLC  
Response to Siting Board's Post-Hearing Request for Information  
Case No. 2021-00029

Request No. 5: Provide a copy of all environmental surveys completed by Martin County Solar, including the threatened endangered species survey.

Response: See attached exhibits, which are provided separately due to size limitations.

Responding Witness: Jason Crumpler

Martin County Solar Project, LLC  
Response to Siting Board's Post-Hearing Request for Information  
Case No. 2021-00029

Request No. 6: Confirm the distance between the proposed battery storage area and the five nearest noise receptors.

Response: The distances from the BESS to the nearest noise receptors are as follows:

R1: 2,047 feet

R2: 2,162 ft.

R3: 1,921 ft.

R4: 1,969 ft.

R5: 2,146 ft.

Responding Witness: Josh Adams

Martin County Solar Project, LLC  
Response to Siting Board's Post-Hearing Request for Information  
Case No. 2021-00029

Request No. 7: Confirm whether the distances and sound levels provided in the Noise Study remain accurate. Provide updated distances from solar equipment and the five nearest sound receptors, if necessary.

Response: The distances and sound levels provided in the Noise Study remain accurate with the exception of clarifications made in response to the Siting Board's Second Request for Information, request # 3.

Responding Witness: Josh Adams

Martin County Solar Project, LLC  
Response to Siting Board's Post-Hearing Request for Information  
Case No. 2021-00029

Request No. 8: Provide a copy of the Payment-in-lieu-of-taxes (PILOT) agreement with  
Martin County.

Response: See attached.

Responding Witness: Erich Miarka