

Case No. 2021-00235
Russellville Solar, LLC
Responses to Sitting Board Staff's Post-Hearing Request for Information

2. Provide a copy of the hydrology report and the correspondence with the neighboring landowner regarding the hydrology report.

Response: Please see attached: correspondence with representatives of the Vick Family Trust regarding the Siting Board Application, the related memorandum to the Vick Family Trust, and memorandum from Holistic Engineering and Land Management, Geotech.

“Correspondence_SR-Vick Family_Hydrology,” SITING BOARD_PH-RFI_2; “Vick Family Trust Response Memo_Final,” SITING BOARD_PH-RFI_2;

“20201201_RussellvilleKY_Memo_and_Exhibits,” SITING BOARD_PH-RFI_2.

Witness: Stefan Eckmann

Stefan Eckmann

From: Stefan Eckmann
Sent: Wednesday, May 25, 2022 4:01 PM
To: minniemouse5555@twc.com
Subject: RE: [External]RE: Vick Family Trust Property - Solar Development
Attachments: Vick Family Trust Response Memo_Final.pdf

Good afternoon Minerva,

I hope you and yours are well. Regarding your concern about surface runoff, I wanted to provide you with the attached assessment we had completed specifically for your family's property. The attached has maps and additional information but the gist of it is that runoff should not be an issue for your property given perennial water flow patterns are in a westward direction, away from the Vick Family Trust property and the elevation is higher on your property and decreases as you move westward.

Regarding the access easement to your property, as previously mentioned, we have built this into our design with specific instructions to our eventual construction contractor to maintain the access easement such that community members can continue to use AP Miller for regular farming operations.

I don't want you to think we're ignoring your questions as we did reach out in December and offer to meet in person, which you felt wasn't necessary at the time. The offer still stands to meet in person or would be happy to discuss any other questions you and your family have on a call.

Thanks,

STEFAN ECKMANN

Senior Manager, Project Development | Silicon Ranch

stefan.eckmann@siliconranch.com

M. +1 561-788-2825 | www.siliconranch.com

222 Second Ave S. Suite 1900 | Nashville, TN 37201

From: minniemouse5555@twc.com <minniemouse5555@twc.com>
Sent: Thursday, December 9, 2021 12:40 PM
To: Stefan Eckmann <stefan.eckmann@siliconranch.com>
Subject: [External]RE: Vick Family Trust Property - Solar Development

Warning: This email originated from outside of the Silicon Ranch email system. DO NOT CLICK LINKS or ATTACHMENTS in this email unless you recognize the sender and know the content is safe.

Good morning. We hope you are well. Thank you for your swift response to our recent concerns regard the property of the Vick Family Trust.

We do appreciate your response assuring us that easement access to our property will be maintained from A.P. Miller road. We do appreciate your response assuring us that the vegetation, tree line, and berm will remain undistributed along the entire length of the western edge of the Vick Family Trust Property. This factor is critical to the future successful cropping of the Vick Family Trust Property. And we do appreciate your response assuring us that no surface rainfall runoff will harm our property.

Given your response to these concerns of the Vick Family Trust, we feel that a personal meeting is not necessary at this time. Thank you for your willingness to visit with us. If future issues arise, we will be in contact.

Minerva Westray

From: "Stefan Eckmann"
To: "minniemouse5555@twc.com"
Cc: "Gina Brown", Harriet"
Sent: Wednesday December 8 2021 7:21:57PM
Subject: Vick Family Trust Property - Solar Development

Good evening Minerva,

Thank you for your note to us late last week. Gina relayed your questions/concerns about our proposed solar development.

We would be happy to meet with you on December 14 outside of the public meeting.

Would you be able to meet a few hours before the meeting or will you be driving in from elsewhere for the meeting? If not, we could probably meet with you around 4:30pm local time to discuss or shortly after the meeting.

Just some initial thoughts before we talk: we shouldn't have problems maintaining your easement access to the property, we plan to leave the tree line, berm and any existing vegetation/buffers on the eastern side of the properties we're leasing, and we currently do not see any increased risk of runoff but will look into this further.

Let us know what would work for you. We look forward to meeting you!

Thank you,

STEFAN ECKMANN

Manager, Project Development | Silicon Ranch

stefan.eckmann@siliconranch.com

M. +1 561-788-2825 | www.siliconranch.com

222 Second Ave S. Suite 1900 | Nashville, TN 37201



Memorandum

Date: Thursday, May 05, 2022

Project: **Logan County Solar**

To: Stefan Eckmann and P.J. Saliterman, Russellville Solar LLC

From: Caroline Ryciuk and Harriet Richardson Seacat, HDR, Inc.

Subject: Vick Family Trust Comments to the Project Siting Board Application

Vick Family Comments and Findings Summary

The Vick Family Trust owns property adjacent to the proposed site of a solar photovoltaic (PV) facility known as Logan County Solar, approximately two miles southwest of the city of Russellville in Logan County, Kentucky (Project site; Figure 1). The property of concern owned by the family consists of one parcel (PIN 055-00-00-012-00) that is primarily agricultural crop land with some forested and open lawn areas surrounding a residence and outbuildings at its northern extent. The family owns another parcel (PIN 054-00-00-019-00) to the south of this parcel that is primarily agricultural crop land and generally in a similar location topographically and in relation to the Project site as the property of concern.

The Vick Family issued a filing to the Kentucky State Board on Electric Generation and Transmission Siting (state siting board) in regard to Logan County Solar (Project). The filing requested the following:

- Specifically, and in detail, what are the plans to contain and divert surface water during construction and during operations from entering prime farm crop land operated by the Vick Family Trust?
- Specifically, and in detail, what were the plans to monitor surface and ground water for the length of this project and will the Kentucky Division of Water record these results over the life of this project?

This memorandum introduces the Project, presents the state and federal permits and coordination required for the Project, and specifically addresses the landowner filing to the state siting board by presenting details on the physical characteristics of the Project site.

Findings show that, based on a Project hydrological study (HELM 2020) and specific consideration of the Vick Family Trust property of concern, water flows westward from the Vick Family Trust property of concern and the Vick Family second parcel onto the Project site. Thus, if water runoff and eroded soils associated with the Project were to escape the Project site despite the minimization and mitigation measures described in the Water Runoff and Erosion Control Measures section, they would generally not flow to the Vick Family Trust property of concern but rather away from the property.



Project Description

Tennessee Valley Authority (TVA) entered into a power purchase agreement (PPA) with Russellville Solar LLC (Russellville Solar), a wholly owned subsidiary of Silicon Ranch Corporation (SRC), on January 8, 2021, to purchase the electric power generated by Logan County Solar. The solar facility would be owned by SRC and operated by Russellville Solar. The facility would have an installed capacity of 173 megawatts (MWs) alternating current and a battery energy storage system of 30 MW. The solar facility would connect to TVA’s adjacent existing Springfield-Logan Aluminum 161-kilovolt transmission line. To interconnect to TVA’s existing electrical grid, Russellville Solar would build the Russellville Solar 161-kV substation (also called the Project substation), and TVA would build the Cave Springs 161-kV switching station (also called the Project switching station) in the northeastern portion of the Project site. Under the terms of the PPA, TVA would purchase the electric output from the solar facility for a term of 20 years, subject to satisfactory completion of all applicable environmental reviews and per the National Environmental Policy Act (NEPA).

Logan County Solar would be built on an approximately 1,569-acre Project site (also called the Study Area) within a rural agricultural area (referred to as the Project area). The Project site is bounded on the west by Watermelon Road and the RJ Corman Railroad, which roughly parallels U.S. 79 approximately a quarter mile south of the highway. A.P. Miller Road traverses western and central portions of the Project site, and Joe Montgomery Road traverses eastern portions of the Project site. The Project site consists of row crop fields with some forested areas, wetlands, streams, ponds, and karst features. Several residences and agricultural buildings are also present onsite.

Permits and Approvals

In addition to being subject to TVA NEPA review, construction of Logan County Solar would require federal and state permits and/or coordination, as well as certification for the proper installation of some Project components. Adherence to permit or certification conditions helps to avoid or minimize environmental impacts, including those regarding stormwater runoff and erosion and sediment control, as presented in Table 1-1.

Table 1-1. Project Permits, Approvals, and Agency Coordination

Permit/Approval/Coordination	Justification	Lead Agency
Clean Water Act (CWA) Section 404 Nationwide Permit (NWP) or Individual Permit	NWPs would be required for impacts to jurisdictional waters that are less than 0.5 acre. An Individual permit would be required if the impacts were to exceed 0.5 acre.	United States Army Corps of Engineers
CWA Section 401 Water Quality Certification	Required for work under federal license or permit that would result in a discharge to waters of the U.S. (WOUS).	Kentucky Department for Environmental Protection (KDEP) Division of Water



Permit/Approval/Coordination	Justification	Lead Agency
Kentucky Pollutant Discharge Elimination System (KPDES) Stormwater Construction General Permit	Required for discharges into WOUS. Must include a Notice of Intent (NOI), erosion and sediment control plans, and a stormwater pollution prevention plan (SWPPP).	KDEP Division of Water
Septic System Permit	Required if a septic system will be installed. The permit would involve on-site evaluations to determine if site and soil conditions are suitable for on-site wastewater systems.	Kentucky Cabinet for Health and Family Services
National Historic Preservation Act (NHPA) Section 106 Consultation	In compliance with Section 106 of NHPA, TVA is consulting with the Kentucky Heritage Council (KHC), acting as the Kentucky State Historic Preservation Officer, and federally recognized tribes with interests in the Project area in relation to Project effects on historic properties (i.e., eligible for the National Register of Historic Places and other cultural resources.	KHC and federally recognized tribes
State Siting Board Approval	Project must submit a detailed application to the Kentucky State Board on Electric Generation and Transmission Siting to show that the Project is adhering to local ordinances and describe the anticipated Project effects to aspects of the human environment and how the Project will mitigate those.	Kentucky State Board on Electric Generation and Transmission Siting
Open Burning Permit	May be required for the open burning of any vegetation cleared from the site.	KDEP
Endangered Species Act (ESA) Section 7 Consultation	In compliance with Section 7 of ESA, TVA is consulting with the U.S. Fish and Wildlife Service (USFWS) in relation to Project effects on federally listed species.	USFWS

Water Runoff and Erosion Control Measures

As part of the KPDES permit authorization described in Table 1-1 and if the Project is approved by the state siting board and following from the TVA NEPA review process, the site-specific SWPPP would be finalized with the final grading and civil design and would address all construction-related activities prior to construction commencement. In accordance with TVA requirements, minimum 50-foot buffers surrounding wetlands and intermittent and perennial streams and minimum 100-foot buffers surrounding five identified sinkhole fissures/karst features would be established as avoidance measures prior to any clearing, grubbing, grading, or utility



line installation activities conducted by the construction contractor. Apart from removal of tall vegetation through nonmechanical means and leaving the roots in place, these buffered areas would be avoided during construction to the greatest extent practicable. The buffered areas would be marked and protected by silt fences and sediment traps in strategic drainage areas, and other erosion prevention and sediment control best management practices (BMPs) would be implemented, as detailed in the site-specific SWPPP. Construction activities would be sequenced to minimize the time that bare soil in disturbed areas is exposed.

Russellville Solar will work with the existing landscape (e.g., slope, drainage, utilization of existing roads) where feasible and minimize or eliminate grading work to the greatest extent possible. Grading activities would be performed with earthmoving equipment and would result in a consistent slope. Prior to any major grading, efforts would be made to preserve native topsoil, which would be removed from the area to be graded and stockpiled on site for redistribution over the disturbed area after the grading is completed. Off-site sediment migration would be minimized by the placement of silt fences around each area of ground disturbance within the Project site. Other appropriate controls, such as temporary cover, would be used as needed to minimize exposure of soil and to prevent eroded soil from leaving the work area. To manage stormwater during construction, on-site temporary sedimentation basins, sediment traps, or diversion berms would be constructed within the disturbed area of the Project site. Any necessary sedimentation basins and traps would be compliant with Kentucky Energy and Environment Cabinet (KEEC) requirements and would be constructed either by impoundment of natural depressions or by excavating the existing soil.

The floor and embankments of the sedimentation basins would be allowed to naturally revegetate after construction or replanted as necessary to provide natural stabilization and minimize subsequent erosion. Other disturbed areas would be seeded after construction using a mixture of certified weed-free, low-growing native and/or noninvasive grass and herb seeds containing species that would tend to attract pollinators and would be used as sheep fodder during operations. If conditions require, soil may be further stabilized by mulch or sprayable fiber mat. Hydroseeding may be employed as an alternative measure for areas with steep slopes. Where required, hay mulch would be applied at three tons per acre and well distributed over the area. Erosion control measures would be inspected and maintained until vegetation in the disturbed areas is stable.

During Project operations, grazing sheep would be used to help control the growth of tall vegetation and reduce mowing needs on most of the fenced solar facility. The sheep would graze the non-invasive grass and herbaceous vegetation and be rotated within three days between temporarily fenced paddocks within the permanent Project fencing. Sheep would not return to graze previous paddocks for approximately 40 to 60 days. Water needs would be provided from a Project well and/or municipal water taps. The Project would avoid grazing sheep in sensitive biological, cultural, and water resource areas. These sensitive areas are described in greater detail in the Logan County Solar Draft Environmental Assessment (HDR 2022). These practices would maintain appropriate vegetation height, while avoiding overgrazing, reducing risk of erosion, and helping maximize plant and animal diversity.



Creation of pollinator and ground-nesting bird habitat would be encouraged by allowing seed heads to reach maturity wherever possible. The sheep would disperse seeds, both on their coats and through their manure, and their movement around the site would establish new plant growth and greater diversity in species composition. This would eliminate much of the need for mowing and selective herbicide application to manage vegetation growth, although these techniques would still be used as necessary. The presence of manure would also act as a natural fertilizer and protect against erosion. Russellville Solar would monitor the ecological health of the sheep paddocks utilizing an established method to assess productivity and preservation of ecosystem services known as an ecological health index (Xu et al. 2019).

Precipitation in the region is typically adequate to remove dust and other debris from the PV modules while maintaining energy production; therefore, manual panel washing is not anticipated unless a site-specific issue is identified. If necessary, module washing would occur no more than twice a year and would comply with proper BMPs to prevent any soil erosion and/or stream and wetland sedimentation. The washing would not be expected to produce a discharge waste stream. Water during operation and maintenance would be made available through the use of on-site groundwater wells, by delivery via water trucks, or via municipal taps.

Russellville Solar would implement the following minimization and mitigation measures to reduce effects to soils and water resources:

- Utilize standard BMPs, as described in *A Guide for Environmental Protection and Best Management Practices for Tennessee Valley Authority Construction and Maintenance Activities – Revision 3*, also known as TVA's BMP manual (TVA 2017), to minimize erosion during construction, operation, and maintenance activities;
- Install silt fences along the perimeter of vegetation-cleared areas;
- Implement other soil stabilization and vegetation management measures to reduce the potential for soil erosion during site operations;
- Make an effort to balance cut-and-fill quantities to alleviate the transportation of soils off-site during construction;
- Use BMPs for controlling soil erosion and runoff, such as the use of 50-foot buffer zones surrounding intermittent and perennial streams and wetlands and the installation of erosion control silt fences and sediment traps;
- Implement other routine BMPs as necessary such as nonmechanical tree removal within surface water buffers, placement of silt fences and sediment traps along buffer edges, selective herbicide treatment to restrict application near receiving water features, and proper vehicle maintenance to reduce the potential for adverse impacts to surface water and groundwater;



- Use only U.S. Environmental Protection Agency-registered and TVA-approved herbicides in accordance with label directions designed in part to restrict applications near receiving waters and to prevent unacceptable aquatic impacts in areas requiring chemical treatment;
- Protect perennial and intermittent streams by implementing Standard Stream Protection (Category A), Protection of Important Steams, Springs, and Sinkholes (Category B), or Protection of Unique Habitat (Category C), as defined in TVA's BMP manual (TVA 2017);
- Ensure construction and maintenance activities occur during dry periods as much as possible; and
- Utilize SRC's regenerative energy program, including native and pollinator-attractive plantings, biological vegetation management (e.g., grazing sheep), and other measures that improve the land within the Project area.

While long-term Project-specific monitoring of surface and ground water is not required, in Kentucky, the KEEC Water Quality Assessment Program is responsible for providing information on the condition of Kentucky's waterbodies such as streams, rivers, lakes, reservoirs, springs and wetlands, including Project site waters (KEEC 2022). The Division of Water uses information collected by biologists and scientists to perform assessments on waterbodies to determine if that waterbody is meeting water quality standards and criteria depending on use. These assessment results are reported and published in the Integrated Report to Congress on the Condition of Water Resources in Kentucky (i.e., 305(b)/303(d) Integrated Report). Section 305(b) reports are published every other year concerning the general condition of all assessed waterbodies in the state.

Physical Characteristics of the Project Site in regard to the Vick Family Trust Property of Concern

The 1,569-acre Project site generally consists of flat to gently sloping land (Figure 2). Elevation is higher in the northeastern and central portions of the Project site, decreasing toward the southwest. Based on USGS hydrography data, stream flow generally mimics the topographic data and flows westward to southwestward (Figure 3). The perennial stream and underground conduit that bisect the Vick Family property of concern flow westward (east to west) onto the Project site. Therefore, water runoff and eroded soils and other materials would not enter the Vick Family Trust property of concern but would rather flow away (toward the west) from the Vick property.

Based on a Project hydrological study (HELM 2020) using data from the National Oceanic and Atmospheric Association National Weather Center (NOAA 2022), the maximum depth and velocity of a 100-year, 24-hour rain event near and around the Project area is depicted on digital models (Figure 4). Even given such a historic rainfall event, the majority of the Project area is subject to flows of less than 0.5 feet, though they can be as high as 11 feet in the onsite



streams. The U.S. Department of Agriculture Digital Elevation Model depicts the highest points in the eastern portions of the Project site at 835 feet above mean sea level (AMSL), and the lowest areas are in the southern and western portions of the Project site, at 536 feet AMSL (Figure 5). The relief of the Project site is approximately 299 feet, making the difference in elevation between the highest and lowest points onsite relatively small. The difference in elevation between the Project site and surrounding areas is also minor. In instances where the flow may move westward from the northeastern portion of the Project Site, the distance between the Project site and the Vick Family Trust property of concern is such that outputs would be negligible and would generally flow to the perennial stream depicting on Figure 3 and continue westward to other portions of the Project site.

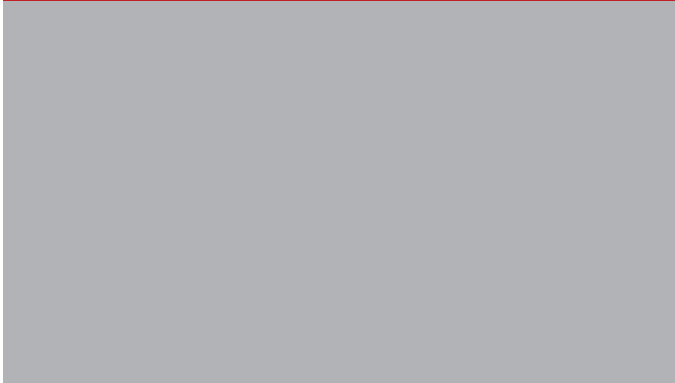
To minimize surface water flow from the Project site onto surrounding properties, the appropriate control measures would be put in place to minimize water outputs from the Project site until vegetation in the disturbed areas is stable, as described in the Water Runoff and Erosion Control Measures section. If water runoff and eroded soils associated with the Project were to escape the Project site despite these control measures, they would generally not flow to the Vick Family Trust property of concern but rather away from the property. The maximum depth and velocity flow during a 100-year rainfall event ranges between 0 and 0.438000 feet on the majority of the Vick Family Trust property of concern, as well as the Project site. In instances where the maximum depth and velocity exceed these values, the surface and ground waters flow away from the Vick Family property. Therefore, water runoff and eroded soils and other materials from the Project would have no to negligible effects on this parcel.

References Cited

- HDR, Inc. (HDR). 2022. Logan County Solar Draft Environmental Assessment Logan County, Kentucky. On file with Silicon Ranch Corporation
- Holistic Engineering and Land Management (HELM). 2020. Hydrology Memorandum. Russellville, KY Site Concept Hydrology Project. Report submitted to Silicon Ranch Corporation, Nashville, TN.
- Kentucky Energy and Environment Cabinet (KEEC). 2022. Water Quality Assessment Program and 305(b)/303(d) Integrated Reports. Available at <https://eec.ky.gov/Environmental-Protection/Water/Monitor/Pages/Assessments.aspx>, accessed May 2022.
- National Oceanic and Atmospheric Association (NOAA). 2022. NOAA Atlas 14 Precipitation Frequency Estimates in GIS Compatible Format. Available at https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_gis.html, accessed May 2022.
- Tennessee Valley Authority (TVA). 2017. A Guide for Environmental Protection and Best Management Practices for Tennessee Valley Authority Construction and Maintenance Activities, Revision 3. Chattanooga, TN. Available at https://tva-azr-eastus-cdn-ep-tvawcm-prd.azureedge.net/cdn-tvawcma/docs/default-source/energy/transmission/a-guide-for-environmental-protection-and-best-management-practices-for-tva-construction-and-maintenance-activities.pdf?sfvrsn=60c6b80d_2, accessed May 2022.
- Xu, S., J. Rowntree, P. Borrelli, J. Hodbod, and M.R. Raven. 2019. Ecological Health Index: A Short Term Monitoring Method for Land Managers to Assess Grazing Lands Ecological Health. *Environments* 6(67):1-18.



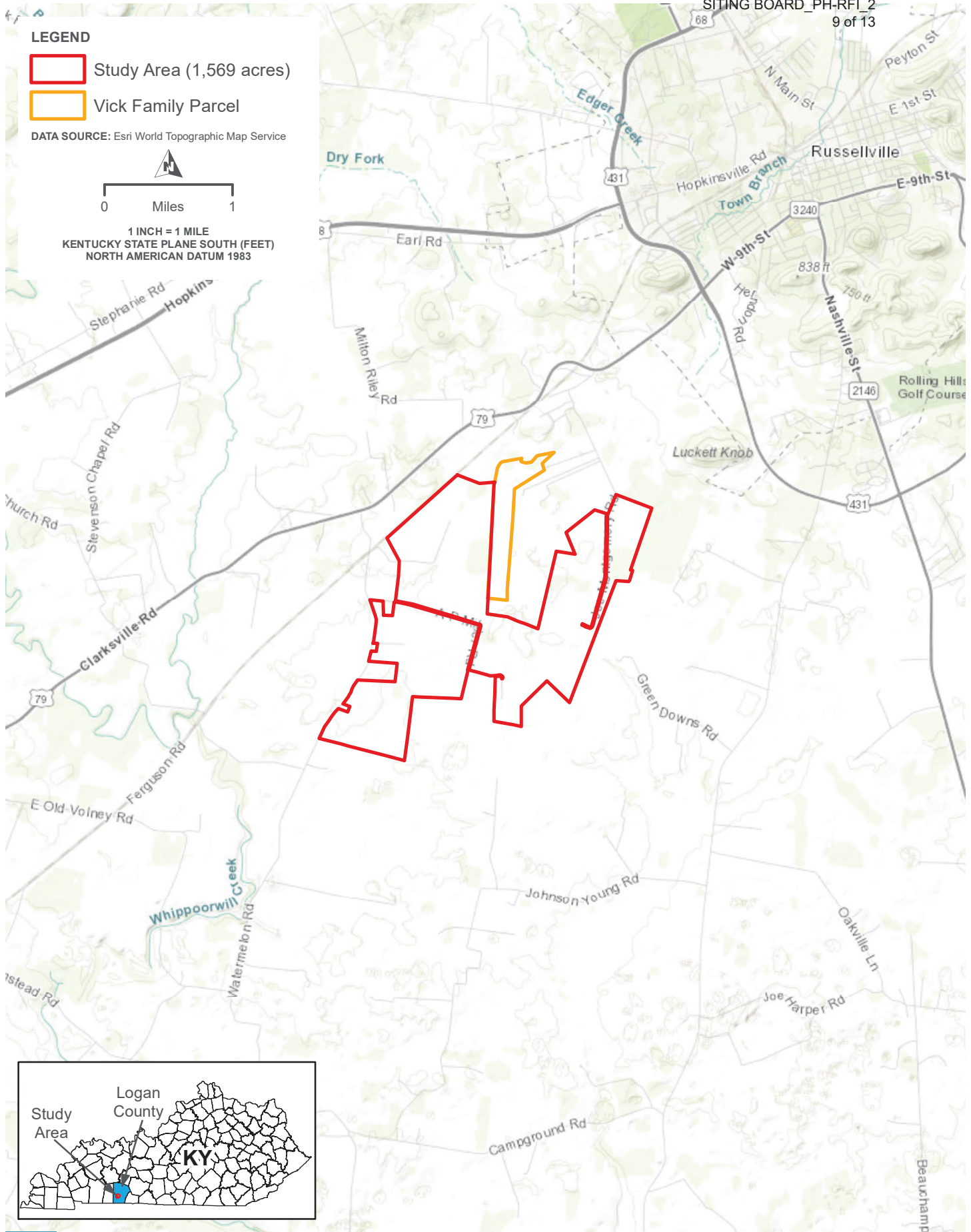
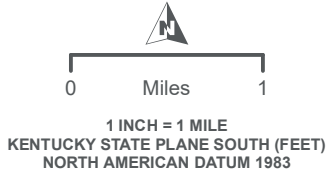
Figures



LEGEND

- Study Area (1,569 acres)
- Vick Family Parcel

DATA SOURCE: Esri World Topographic Map Service





**RUSSELLVILLE SOLAR
 VICINITY MAP**

FIGURE 1



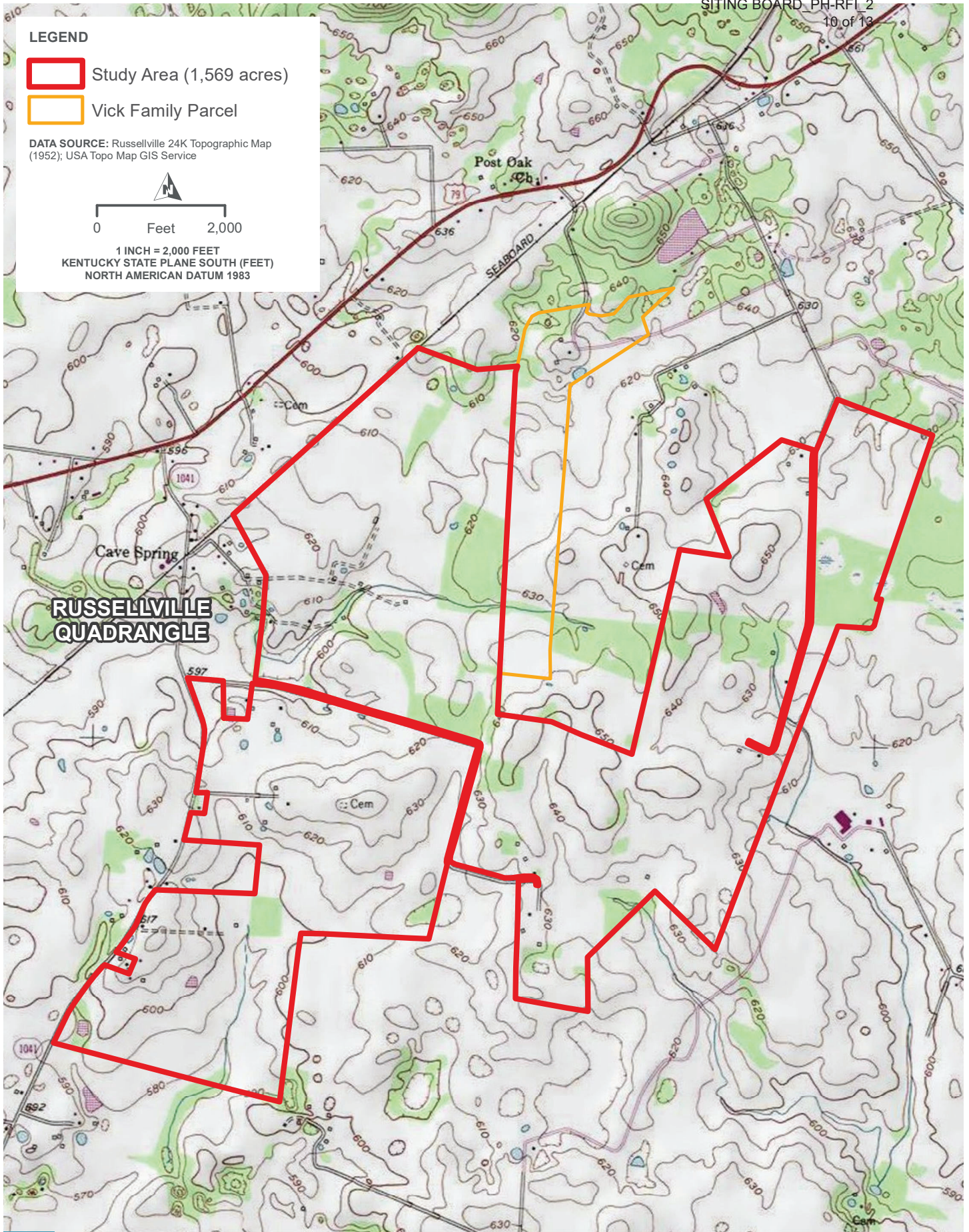
LEGEND

-  Study Area (1,569 acres)
-  Vick Family Parcel






DATA SOURCE: Russellville 24K Topographic Map (1952); USA Topo Map GIS Service



1 INCH = 2,000 FEET
KENTUCKY STATE PLANE SOUTH (FEET)
NORTH AMERICAN DATUM 1983



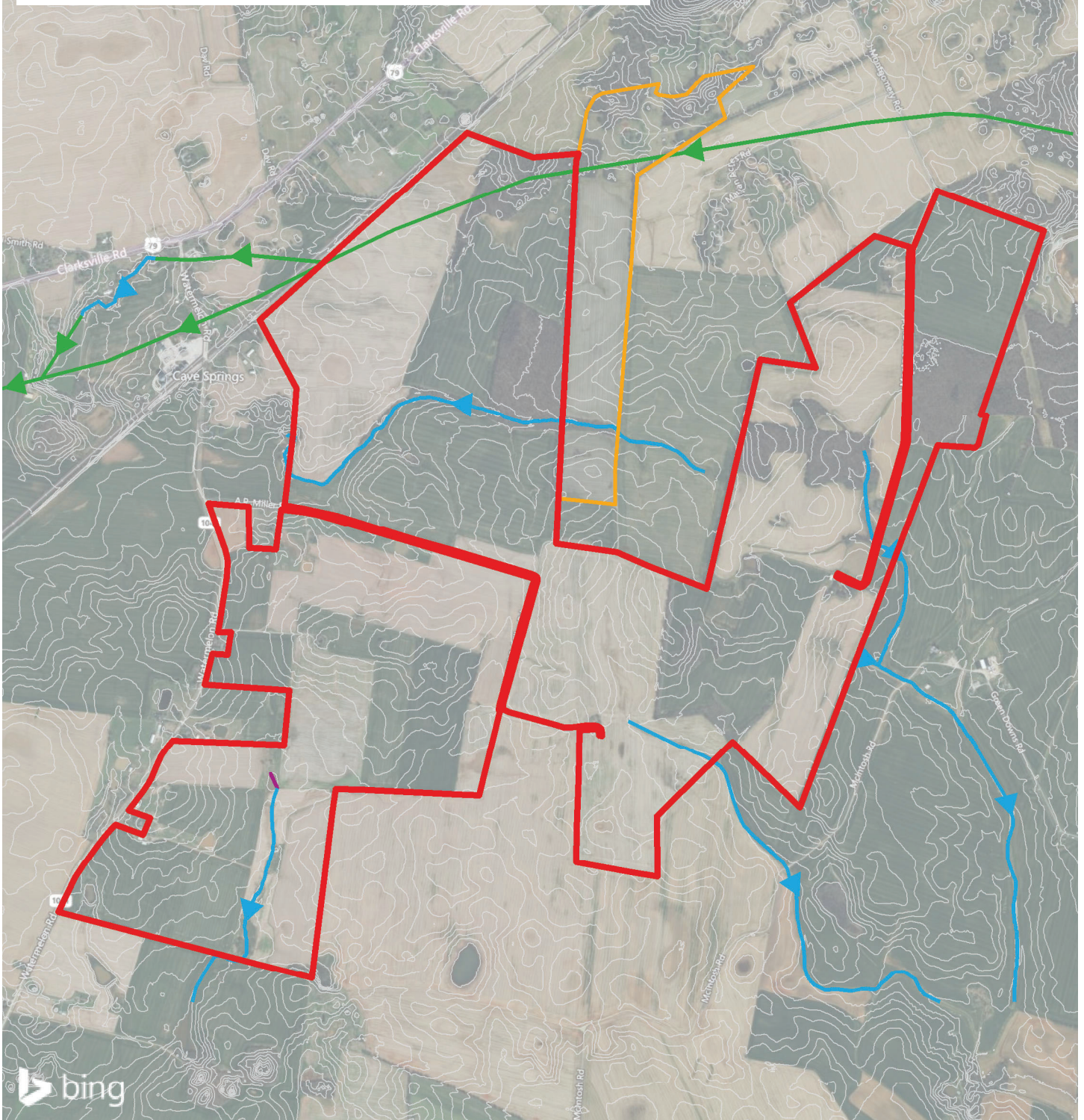
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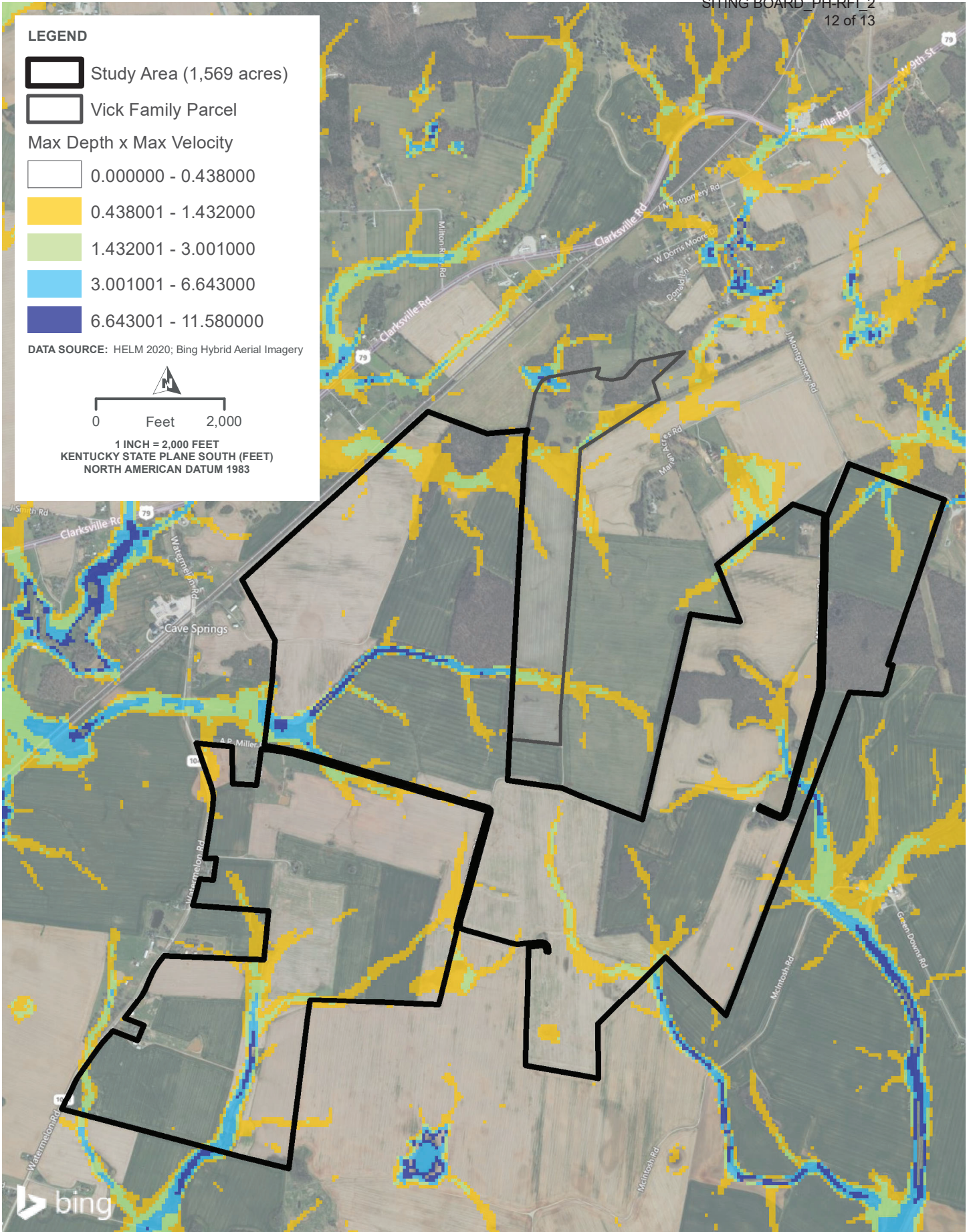
-  Study Area (1,569 acres)
-  Vick Family Parcel
-  USGS National Hydrography Data
Underground Conduit
-  Perennial
-  Artificial Path

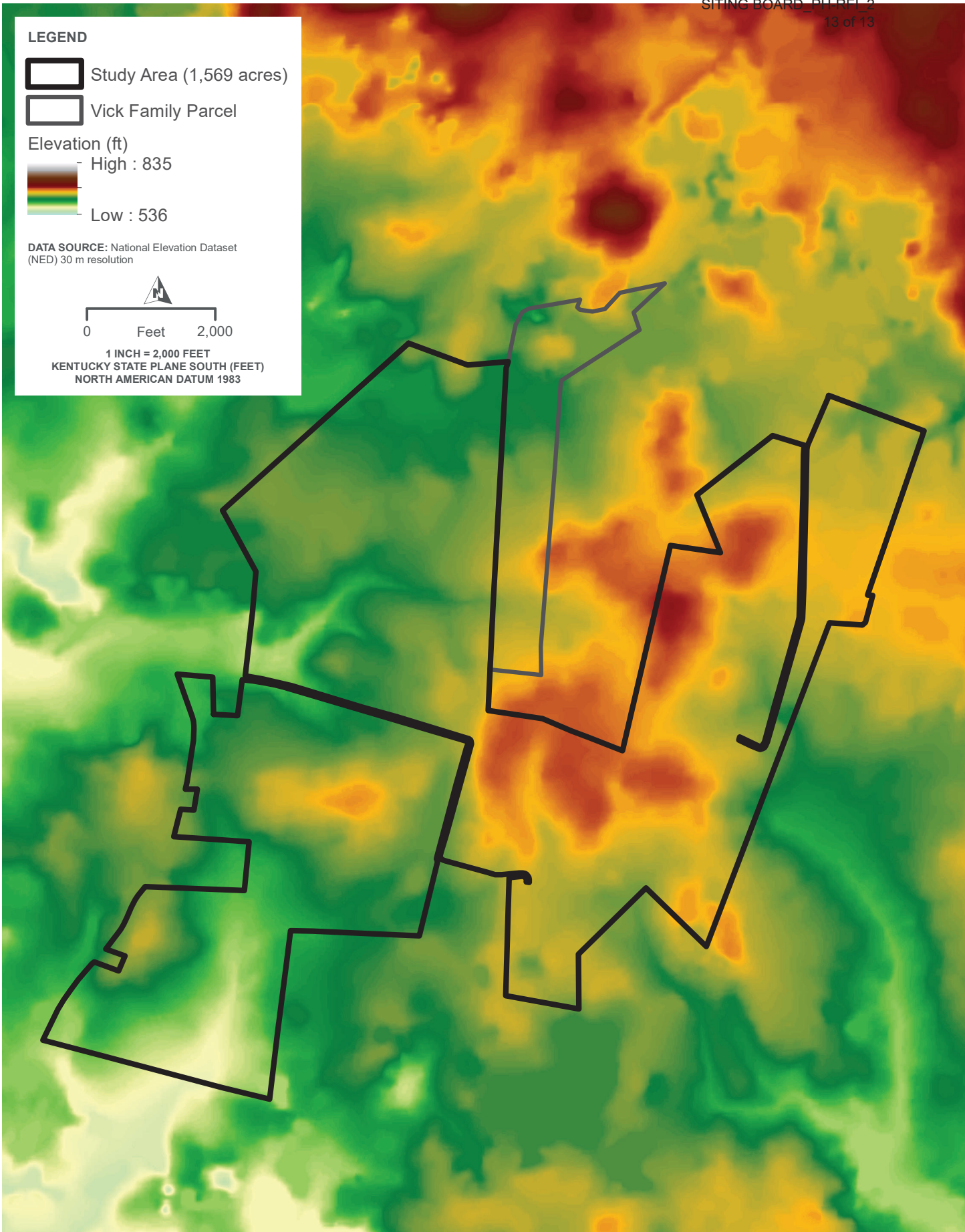
DATA SOURCE: USGS National Hydrography Dataset; Bing Hybrid Aerial Imagery



1 INCH = 2,000 FEET
KENTUCKY STATE PLANE SOUTH (FEET)
NORTH AMERICAN DATUM 1983







Date: December 1, 2020

To: Conor Goodson
Director, Project Development
Silicon Ranch
222 Second Ave S. Suite 1900, Nashville, TN 37201

From: Hari Raghavan, PhD, PE, CFM
Holistic Engineering and Land Management, Inc.
Technical Manager
14040, N Cave Creek Road Ste 104, Phoenix AZ 85022

Re: Concept Hydrology Memorandum
Russellville, KY Site Concept Hydrology Project

Mr. Goodson:

Silicon Ranch is conducting due diligence for potential development of the Russellville, KY site located near Russellville KY. In support of the due diligence process, HELM conducted a concept hydrology assessment of the subject site based on the following:

- Non-detailed, two-dimensional, H&H modeling (10-year and 100-year, 24-hour storm) of the subject site and contributing watershed using FLO-2D.
- Topography for the modeling was based on USGS data is 1/3 arc DEM rasters covering the entire contributing watershed.
- 10-year and 100-year 24-hour storm rainfall data was obtained from NOAA Atlas 14 (https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_gis.html). SCS Type II rainfall distribution was used.
- Soils data was collected from the NRCS website:
URL: <https://www.nrcs.usda.gov/wps/portal/nrcs/site/soils/home/>.
- Approximate land classification was developed by HELM which was used to approximately represent flow roughness factors (Manning's n value) and rainfall losses (using SCS curve number approach).
- FLO-2D modeling was based on a grid with 50 feet cell size for the site as well as the contributing area.

H&H evaluation findings for the site are shown graphically on the attached figures:

- Location and Vicinity Map
- FEMA Flood Hazard Overview Map
- Maximum Flow Depth and Computational Domain
- Maximum Flow Depth and Cross-Sections (Maximum Discharge)
- Maximum Flow Velocity
- Flow Conveyance (Maximum Flow Depth x Maximum Flow Velocity)

The following FLO-2D results are provided in an electronic CAD file and raster/GEOTIFF formats:

- Maximum Flow Depth (CSV file, grid and contours)
- Maximum Flow Velocity (CSV file, grid and contours)
- Flow Conveyance (CSV file and grid)

The site contains the following FEMA flood zones:

Zone X (Unshaded) - Areas outside of the 0.2%-annual chance flood event

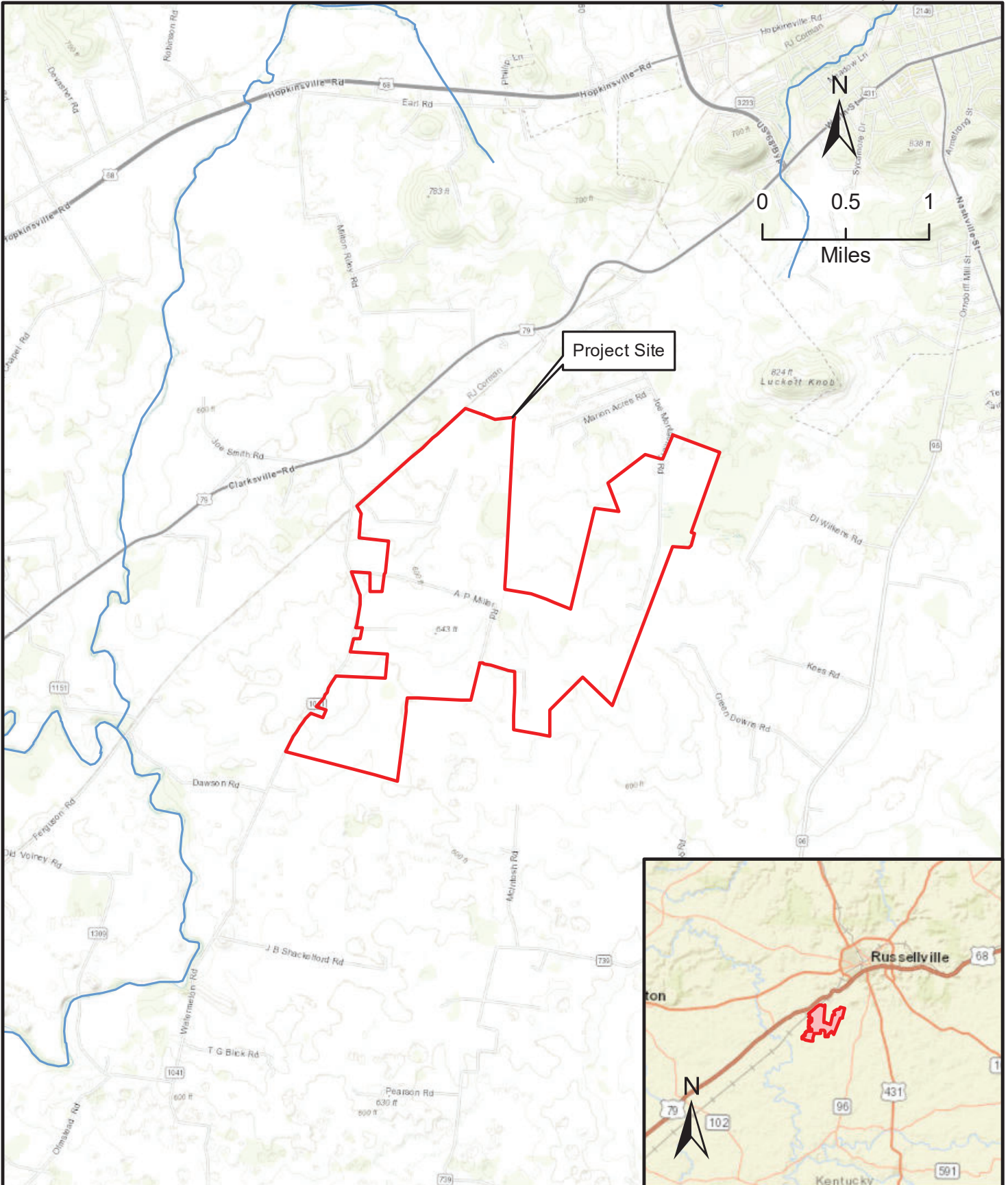
Zone A - Areas subject to inundation by the 1%-annual-chance flood event generally determined using approximate methodologies. Because detailed hydraulic analyses have not been performed, no Base Flood Elevations (BFEs) or flood depths are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.

If you have any questions, please contact me at your earliest convenience.

Sincerely,

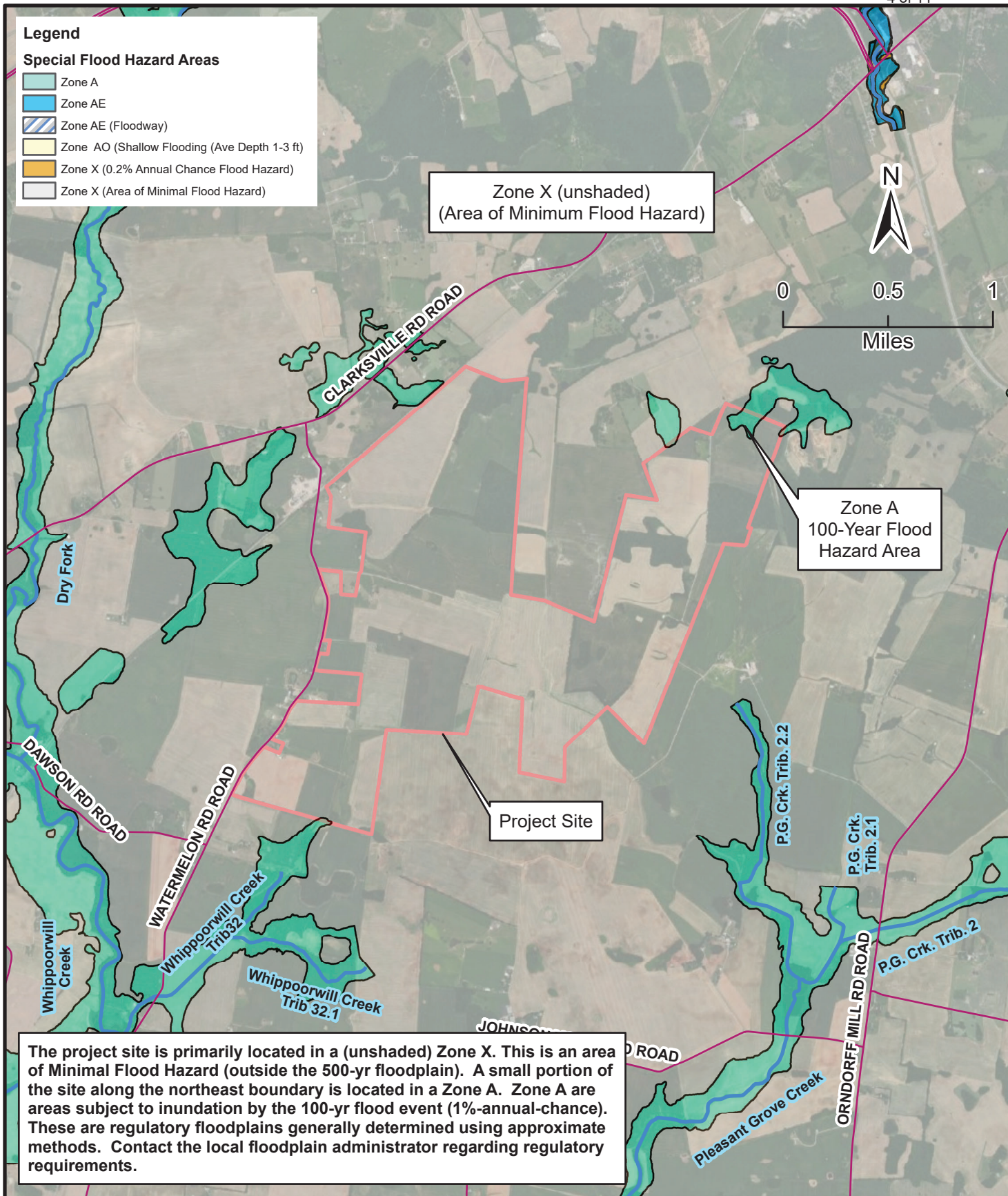
A handwritten signature in blue ink that reads "Hari Raghavan".

Hari Raghavan, Ph.D., P.E., CFM
623-252-4274
hari.raghavan@helm.world



Russellville, KY
Location & Vicinity Map





Zone X (unshaded)
 (Area of Minimum Flood Hazard)

Zone A
 100-Year Flood
 Hazard Area

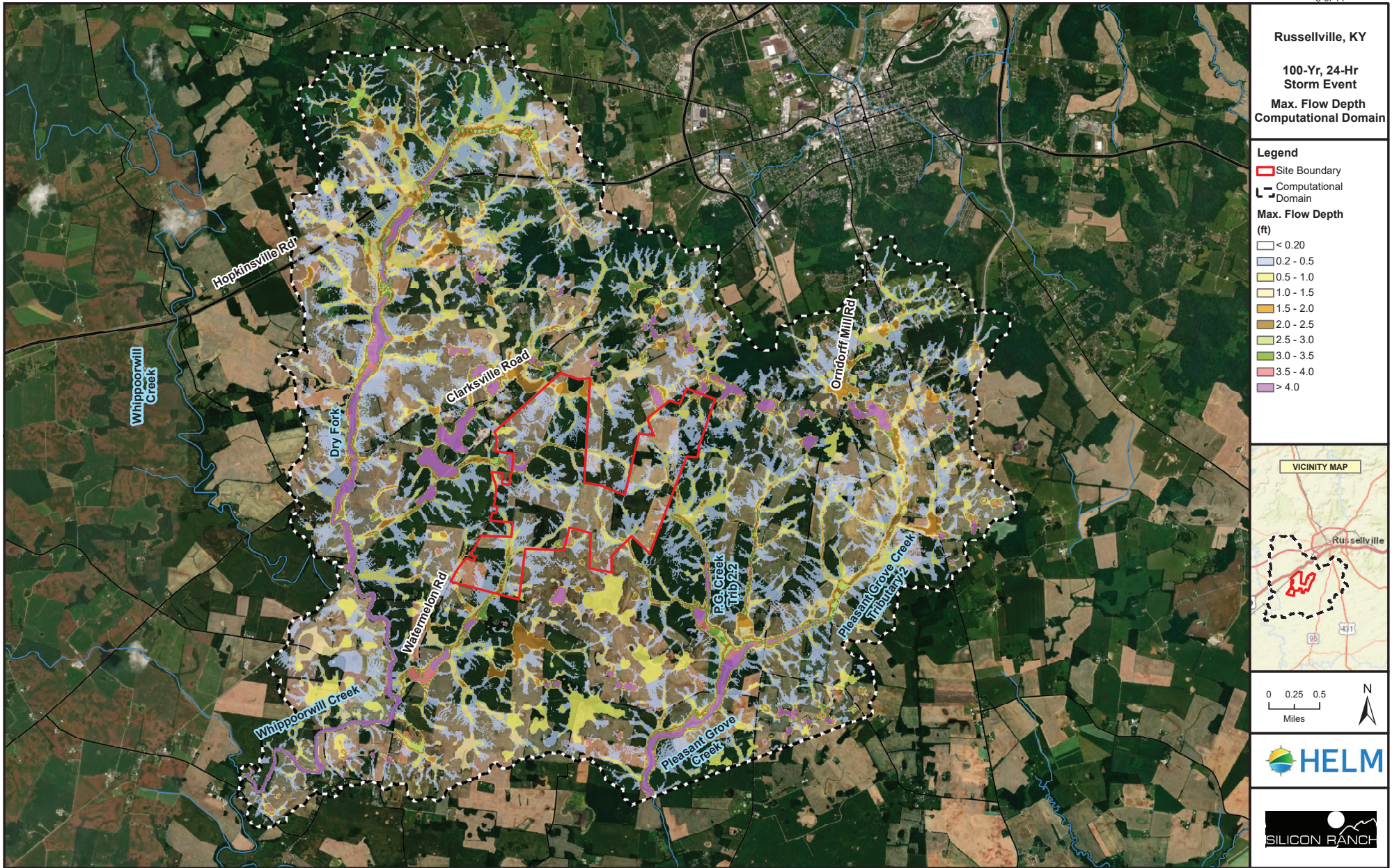
Project Site

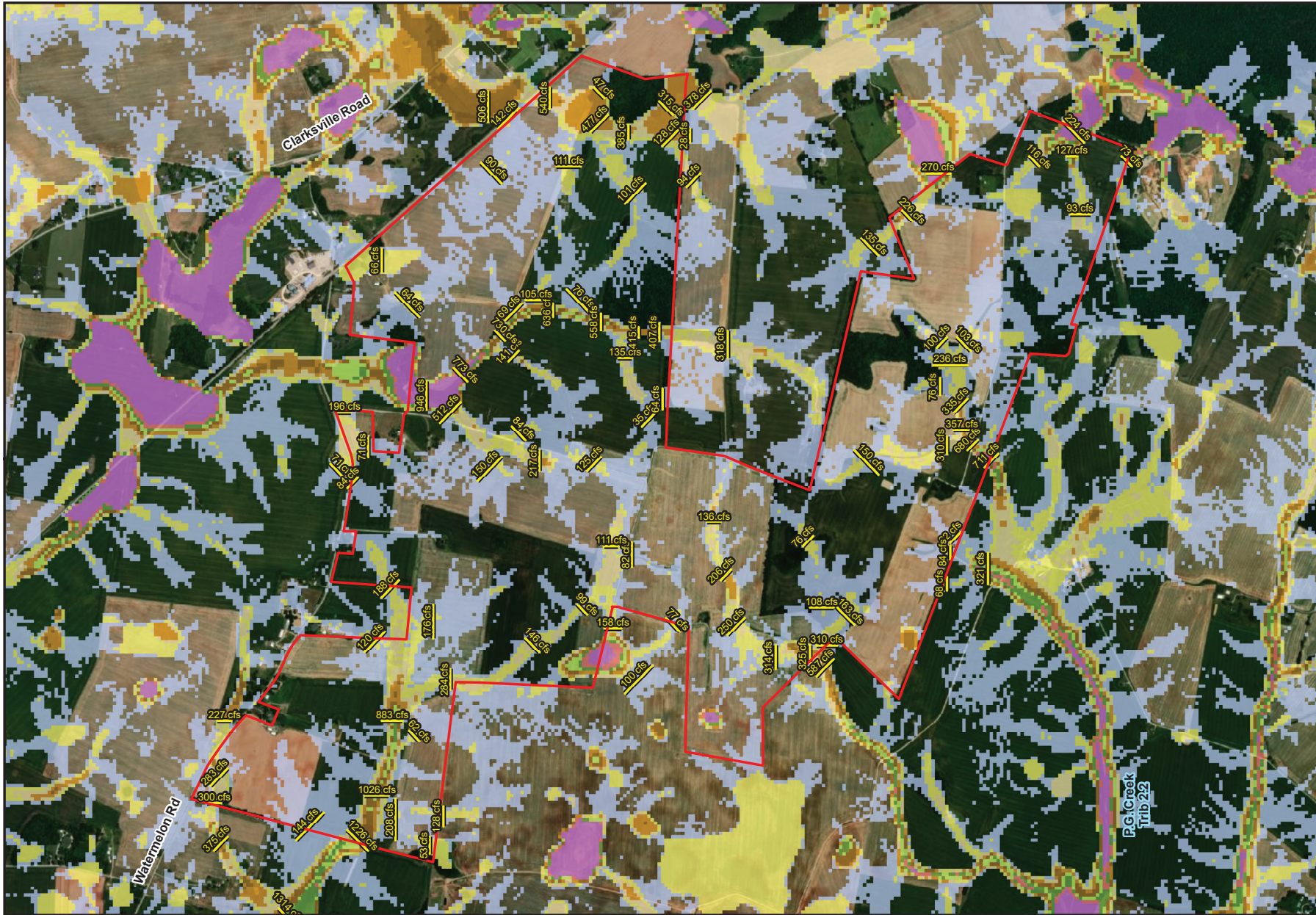
The project site is primarily located in a (unshaded) Zone X. This is an area of Minimal Flood Hazard (outside the 500-yr floodplain). A small portion of the site along the northeast boundary is located in a Zone A. Zone A are areas subject to inundation by the 100-yr flood event (1%-annual-chance). These are regulatory floodplains generally determined using approximate methods. Contact the local floodplain administrator regarding regulatory requirements.



Russellville, KY
 FEMA Flood Hazard Overview Map





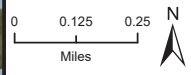
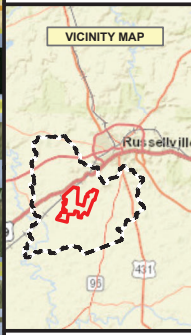


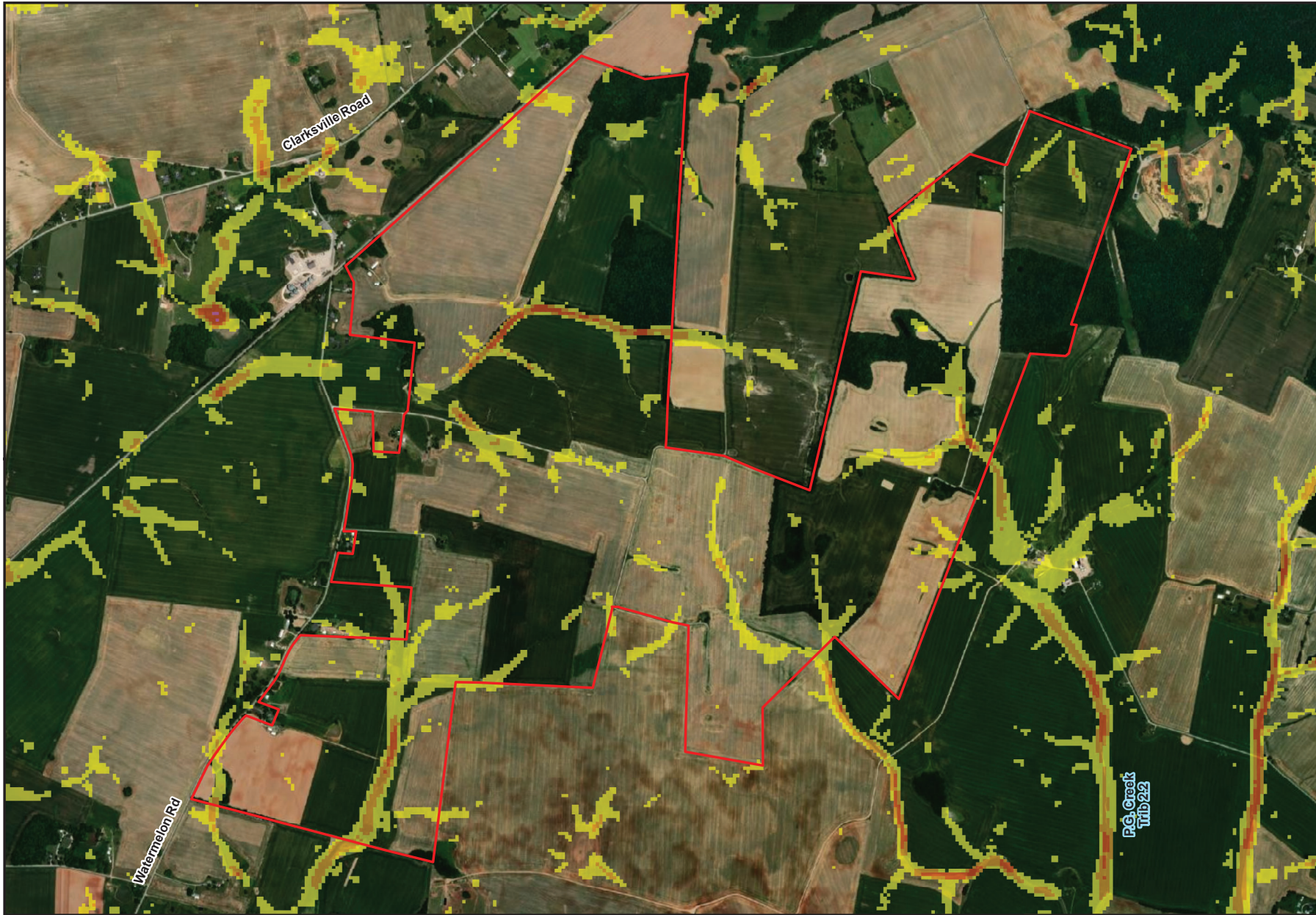
Russellville, KY

**100-Yr, 24-Hr
 Storm Event**

Max. Flow Depth

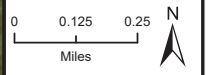
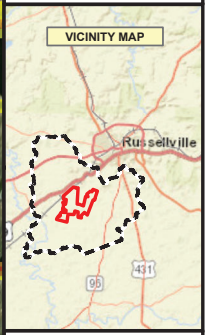
- Legend**
- Site Boundary
 - FP Cross-section
 - Peak Discharge (cfs)
- Max. Flow Depth (ft)**
- < 0.20
 - 0.2 - 0.5
 - 0.5 - 1.0
 - 1.0 - 1.5
 - 1.5 - 2.0
 - 2.0 - 2.5
 - 2.5 - 3.0
 - 3.0 - 3.5
 - 3.5 - 4.0
 - > 4.0



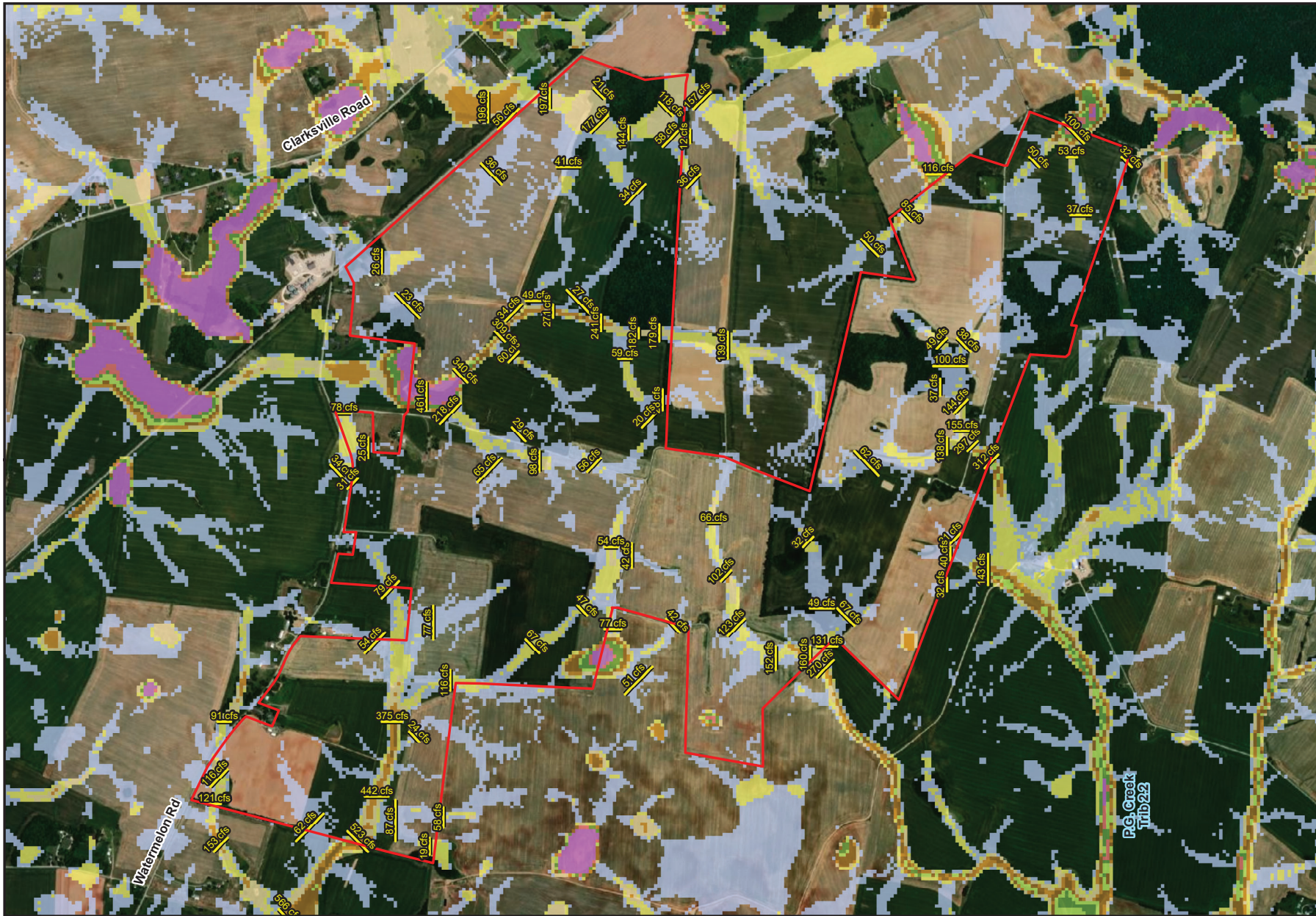


Russellville, KY
**100-Yr, 24-Hr
Storm Event**
Max. Flow Velocity

- Legend**
- Site Boundary
 - Max. Flow Velocity (ft/s)
 - 0 - 1
 - 1 - 2
 - 2 - 3
 - 3 - 5
 - 5 - 7.5
 - 7.5 - 10
 - 10 - 15
 - 15 - 20
 - > 20

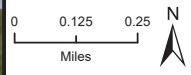
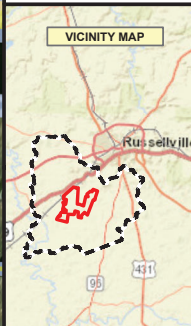






Russellville, KY
10-Yr, 24-Hr Storm Event
Max. Flow Depth

- Legend**
- Site Boundary
 - FP Cross-section
 - Peak Discharge (cfs)
- Max. Flow Depth (ft)**
- < 0.20
 - 0.2 - 0.5
 - 0.5 - 1.0
 - 1.0 - 1.5
 - 1.5 - 2.0
 - 2.0 - 2.5
 - 2.5 - 3.0
 - 3.0 - 3.5
 - 3.5 - 4.0
 - > 4.0



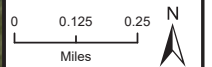
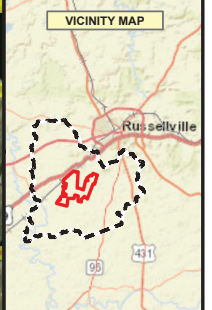


Russellville, KY

**10-Yr, 24-Hr
Storm Event**

Max. Flow Velocity

- Legend**
- Site Boundary
 - Max. Flow Velocity (ft/s)**
 - 0 - 1
 - 1 - 2
 - 2 - 3
 - 3 - 5
 - 5 - 7.5
 - 7.5 - 10
 - 10 - 15
 - 15 - 20
 - > 20





Case No. 2021-00235
Russellville Solar, LLC
Responses to Sitting Board Staff's Post-Hearing Request for Information

3. Provide a copy of the United States Army Corps of Engineers Wetland Delineation Report.

Response: Russellville Solar previously provided the United States Army Corps of Engineers Wetland Delineation Report with its response to the Siting Board's Second Request for Information Item 1. The Report was filed on May 31, 2022, as "Attachment_1b_4.1.3_Russellville_Solar_LLC_Wetlands 27-20."

Witness: Stefan Eckmann

Case No. 2021-00235
Russellville Solar, LLC
Responses to Siting Board Staff's Post-Hearing Request for Information

4. Provide a copy of any correspondence or reports generated with the United States Department of Fish and Wildlife.

Response: Russellville Solar submitted previously provided the Siting Board with a copy of the Tennessee Valley Authority's letter to the United States Department of Fish and Wildlife regarding an Endangered Species Act Section 7 consultation in its Response to the Siting Board's Second Request for Information Item 1. The letter was filed on May 31, 2022, as "Attachment_1i_TVA_Russellville Solar_LoganCounty_USFWS_Consul." Russellville Solar now provides the Commission with the United States Department of Fish and Wildlife's response to that request. See attached "22-0033571_TVA Russellville Solar_FWS Response Letter," SITING BOARD_PH-RFI_4.

Witness: Harriet Richardson Seacat



United States Department of the Interior

FISH AND WILDLIFE SERVICE

Kentucky Ecological Services Field Office
330 West Broadway, Suite 265
Frankfort, Kentucky 40601
(502) 695-0468

June 6, 2022

Liz Hamrick
TVA
400 West Summit Hill Drive
Knoxville, TN 37902

Subject: FWS 2022-0033571; Russellville Solar Project; Logan County, Kentucky

Dear Liz Hamrick:

The U.S. Fish and Wildlife Service's Kentucky Field Office (KFO) has reviewed the above-referenced project and request for concurrence received on April 13, 2022 and additional information received on May 16, 2022. The Tennessee Valley Authority (TVA) plans to purchase electric power generated by a proposed photovoltaic (PV) facility in Logan County, Kentucky. The KFO offers the following comments in accordance with the Endangered Species Act of 1973 (87 Stat. 884, as amended; 16 U.S.C. 1531 et seq.).

Project Description

The proposed solar facility will have an installed capacity of 173 megawatts and will consist of arrays of either crystalline silicon or thin-film PV panels attached to ground-mounted single-axis trackers, central inverters, transformers, a substation and battery energy storage system, a switching station, an operations and maintenance building, access roads, and all associated cabling and safety equipment. The solar facility will connect to TVA's adjacent existing Springfield-Logan Aluminum 161-kiloVolt Transmission Line (TL) and include 2,500 feet of fiber-optic overhead ground wire along the existing TL. The solar facility will occupy approximately 1,088 acres of a 1,569-acre project area. The project area primarily consists of agricultural fields, pastures, or otherwise cleared, open land. Approximately 188 acres of the project area are forested. The project will require the removal of approximately 93 acres of forested habitat. No impacts to streams or wetlands are proposed.

Federally Listed Species

The TVA has determined that the proposed project will have "no effect" on the Snuffbox (*Epioblasma triquetra*), Little-wing Pearlymussel (*Pegias fabula*), Rabbitsfoot (*Quadrula cylindrica cylindrica*), and Slabside Pearlymussel (*Pleuonaia dolabelloides*) because the proposed action will not disturb suitable habitat for these species. There is no statutory requirement to request concurrence with a "no effect" determination; however, the KFO acknowledges this determination and has no additional comments or concerns regarding these species.

The TVA has also determined that the proposed action has the potential to affect the Indiana bat (*Myotis sodalis*), northern long-eared bat (*Myotis septentrionalis*) (NLEB), and gray bat (*Myotis grisescens*).

Federally Listed Bat Species: During habitat assessments conducted in May and October 2021, 17 forest stands, 12 abandoned buildings, 5 sinkhole/karst features, and one abandoned well were identified within the project area. There are no perennial streams within the project area; therefore, no impacts to gray bat foraging habitat are expected. The forested habitat within the project area is potential summer roosting habitat for the Indiana bat and NLEB. A presence/absence survey was conducted in June 2021 and no Indiana bats or NLEBs were captured. The KFO agreed that the survey results indicated probable summer absence of these species in a July 7, 2021 email. In addition, the 12 abandoned buildings are also considered potential summer roosting habitat for the Indiana bat and NLEB. Four of these structures will be removed; however, removal will occur from October 15 to March 31, when these species are not expected to be using these structures.

The abandoned well has the potential to be used by gray bats in the summer; however, there were no signs of bat usage or staining during the active season evaluation. A 100-foot buffer will be maintained around all sinkhole/karst features. Karst Features 1 and 2 do not have openings and are not likely to be used by Indiana bats, NLEBs, and/or gray bats for summer or winter roosting. Karst Feature 3 is potentially suitable as a summer/winter roost for gray bats and a winter roost for Indiana bats and NLEBs. Karst Feature 3 will not be impacted and the 18 acres of forested habitat surrounding the entrance will not be removed; therefore, if the above-referenced bat species are using Karst Feature 3, disturbance is considered unlikely. Karst Features 4 and 5 have openings, but the openings are completely blocked by an accumulation of trash and large debris; therefore, these features are unlikely to be used by the Indiana bat, NLEB, or gray bat.

Based on the results of the presence/absence survey, observations made during the habitat assessment, and proposed minimization and avoidance measures, the KFO concurs that the proposed action “may affect, but is not likely to adversely affect” the Indiana bat, NLEB, and gray bat.

Candidate Species

The monarch butterfly (*Danaus plexippus*) is a candidate species and not yet listed or proposed for listing. There are generally no section 7 requirements for candidate species, but we encourage all agencies and project proponents to take advantage of any opportunity they may have to conserve the species. For information on monarch conservation, please visit <https://www.fws.gov/savethemonarch>.

Summary

The KFO concurs with your determination that the proposed project “may affect, but is not likely to adversely affect” the Indiana bat, NLEB, and gray bat. In view of these findings, we believe that TVA has fulfilled the section 7 requirements of the Endangered Species Act for this project. TVA must reconsider section 7 obligations if (1) new information reveals that the proposed action may affect listed species in a manner or to an extent not previously considered, (2) the

3

proposed action is subsequently modified to include activities which were not considered during this consultation, or (3) new species are listed or critical habitat is designated.

We appreciate the opportunity to review the proposed project. If you have any questions, please contact Carrie Allison of my staff at 502-695-0468, extension 46103.

Sincerely,

JENNIFER GARLAND Digitally signed by JENNIFER GARLAND
Date: 2022.06.06 14:43:56 -04'00'

for Virgil Lee Andrews, Jr.
Field Supervisor

Case No. 2021-00235
Russellville Solar, LLC
Responses to Sitting Board Staff's Post-Hearing Request for Information

5. Provide a copy of the Industrial Revenue Bond and Payment In Lieu of Taxes agreements.

Response: Please see attached Inducement Resolution with PILOT Agreement, "Inducement Resolution with PILOT," SITING BOARD_PH-RFI_5.

Witness: Stefan Eckmann

RESOLUTION NO. _____

A RESOLUTION OF THE FISCAL COURT OF THE COUNTY OF LOGAN, KENTUCKY PRELIMINARILY APPROVING THE ISSUANCE OF INDUSTRIAL REVENUE BONDS FOR THE BENEFIT OF RUSSELLVILLE SOLAR, LLC; AUTHORIZING THE ACQUISITION, CONSTRUCTION, INSTALLATION, AND EQUIPPING OF A SOLAR ELECTRICAL GENERATING FACILITY; AGREEING TO ISSUE BONDS AT THE APPROPRIATE TIME; APPROVING A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE COUNTY AND THE COMPANY; AND TAKING OTHER PRELIMINARY ACTIONS.

WITNESSETH:

WHEREAS, Russellville Solar, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company"), desires to acquire, construct, install, and equip a new approximately 173 MWac solar electrical generating facility consisting of tangible personal property and manufacturing equipment to be located at 36°47'20.05" N, 86°56'9.64" W (the "Project"), all within the jurisdictional boundaries of the County of Logan, Kentucky (the "County"); and

WHEREAS, Chapter 103 of the Kentucky Revised Statutes (the "Act") authorizes the County to issue industrial revenue bonds at the appropriate time to acquire, construct, install, and equip the Project, to lease the Project to the Company pursuant to a lease agreement to be entered into between the County and the Company, and to use the resulting lease payments to pay debt service on the industrial revenue bonds; and

WHEREAS, discussions have occurred between representatives of the Company and the County regarding the issuance of industrial revenue bonds by the County and it is the intention of the County, and the County agrees with the Company, to issue industrial revenue bonds upon compliance by the Company with such reasonable conditions and obligations as the County may require, including, but not limited to, the requirement that the bonds shall be non-callable for a period of no less than 10 years from the date of issuance, and subject to the approval by the County of the terms of all agreements, resolutions, and other documents incident to the industrial revenue bonds; and

WHEREAS, based upon the estimated costs of the Project, the County proposes to issue its industrial revenue bonds at such time as is needed by the Company in an aggregate principal amount of up to \$250,000,000 (the "Bonds") to pay costs of the Project, including costs incident to the authorization, sale, and issuance of the Bonds and other financing costs, but with such other financing and contributions from the Company as may be necessary; and

WHEREAS, the Bonds will be payable solely from payments to be made by the Company pursuant to the lease agreement and will not be payable from any funds or assets of the County whatsoever; and

WHEREAS, the Company has represented to the County that the Company will have sufficient financial resources to acquire, construct, install, and equip the Project and to operate the Project throughout the term of the Bonds, meeting the obligations of the lease agreement when due; and

WHEREAS, the County proposes to enter into the lease agreement with the Company with respect to the Project at the appropriate time under which the Company will covenant and agree to pay amounts sufficient to provide for the payment of principal of and premium, if any, and interest on the Bonds together with all bond trustee, servicing agent, or paying agent fees, if any, in connection with the Bonds and any other related charges as the same come due and payable; and to evidence the preliminary agreement of the County and the Company with respect to these matters the parties propose to enter into a Memorandum of Agreement substantially in the form set out in EXHIBIT A attached hereto; and

WHEREAS, the County proposes to enter into a payment in lieu of taxes agreement with the Company in the form set forth as EXHIBIT B attached hereto at the time the Bonds are issued, and the Company, pursuant to such agreement, proposes to make annual payments to the County and other taxing districts in which the Project will be located while the Bonds are outstanding in lieu of the ad valorem taxes that would be payable to the County and such other taxing districts by the Company if title to the Project were not held by the County while the Bonds are outstanding;

NOW, THEREFORE, BE IT RESOLVED BY THE FISCAL COURT OF THE COUNTY OF LOGAN, KENTUCKY AS FOLLOWS:

SECTION 1. INCORPORATION OF RECITALS. The facts and recitations set out in the recitals of this Resolution are adopted and incorporated as a part hereof, and the terms defined in the recitals shall have the same meanings when used herein.

SECTION 2. PUBLIC PURPOSES. The issuance of the Bonds, the acquisition, construction, installation, and equipping of the Project and the lease of the Project to the Company, as herein provided, will further the public purposes of the Act by promoting economic development, relieving conditions of unemployment, encouraging the increase of industry, and encouraging clean energy generation, all within the Commonwealth of Kentucky and particularly within the environs of the County.

SECTION 3. COMMENCEMENT OF PROJECT. The Company may initiate the Project, subject to reimbursement of certain costs of the Project from the proceeds of the bonds when issued. The Company has represented that it has sufficient financial resources to construct and acquire the Project and to place it in operation and to continue to operate, maintain, and insure the Project throughout the term of the Bond issue. The County assumes no responsibility for the acquisition, construction, installation, equipping, completion, or operation of the Project, which shall be the responsibility of the Company.

SECTION 4. COMMITMENT TO ISSUE BONDS. The County hereby undertakes to issue the Bonds to acquire, construct, install, and equip the Project and to lease the Project to the Company during the term of the Bonds, which shall be for thirty years. The foregoing undertaking is conditioned upon compliance by the Company with such reasonable conditions and obligations as

the County may require including, but not limited to, the requirement that the bonds shall be non-callable for a period of no less than 10 years from the date of issuance, and subject to the approval by the County of the terms of all agreements, resolutions, and other documents incident to the Bond issue to which the County is a party and upon the negotiation of acceptable terms with the purchaser of the Bonds and the execution of a lease agreement between the County and the Company.

SECTION 5. USE OF BOND PROCEEDS. Project costs shall be paid using the proceeds of the Bonds, such proceeds to be supplemented by contributions of the Company as necessary to complete the Project. The lease agreement shall establish sufficient safeguards to insure that all money provided by the County from the proceeds of the Bonds will be expended, by way of direct expenditure or reimbursement, solely for the purposes of the Project. The lease agreement shall also establish and provide for the funding of an account to be held by the County or a trustee to pay the costs of restoration and decommissioning of the Project's real property to (i) remove all above-ground and below-grade solar facility equipment, and (ii) use commercially reasonable efforts to restore the soil surface of the Project's real property.

SECTION 6. MAXIMUM PAR AMOUNT. The total amount of money necessary to be provided by the County through the issuance of the Bonds for the acquisition, construction, installation, and equipping of the Project will not exceed \$250,000,000.

SECTION 7. SPECIAL AND LIMITED OBLIGATIONS. No Bond shall (a) constitute a general obligation, debt, bonded indebtedness, or liability of the County, the Commonwealth of Kentucky, or any agency or political subdivision thereof (b) pledge the faith or credit of the County, the Commonwealth of Kentucky, or any agency or political subdivision thereof for payment of any principal of, premium, if any, or interest on such Bond; or (c) give rise to a general obligation or liability of, or charge against, the general credit or taxing power of the County, the Commonwealth of Kentucky, or any agency or political subdivision thereof. No holder or owner of any Bond shall have the right to require taxes or excises to be levied by the County, the Commonwealth of Kentucky, or any agency or political subdivision thereof for the payment of any principal of, premium, if any, or interest on such Bond. The Bonds, when issued, will be special and limited obligations of the County payable solely from receipts derived under the lease agreement for the Bond and under any trust estate, if any, established by the County in connection therewith. The only security pledged for the Bonds shall be the independent revenues and assets of the Company as described in the lease agreement. Neither the fiscal court of the County nor the general assembly of the Commonwealth of Kentucky will appropriate any funds to fulfill the financial obligations represented by the Bonds.

No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or upon any obligation, covenant, or agreement therein contained against any past, present, or future official, officer, member, employee, or agent of the County, the Commonwealth of Kentucky or any agency or political subdivision thereof, as such, either directly or through the County, the Commonwealth of Kentucky, or any agency or political subdivision thereof, under any rule of law or equity, statute, or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such official, officer,

member, employee, or agent as such shall be expressly waived and released as a condition of and consideration for the issuance of the Bonds.

SECTION 8. MEMORANDUM OF AGREEMENT. The County Judge/Executive of the County is hereby authorized and directed to execute, and the Fiscal Court Clerk of the County is hereby authorized and directed to attest, a Memorandum of Agreement by and among the County and the Company substantially in the form of EXHIBIT A attached hereto setting forth their preliminary agreements respecting the Bonds and the Project.

SECTION 9. PILOT AGREEMENT. The form of the Payment In Lieu of Taxes Agreement to be utilized by the County and the Company in connection with the Bonds is hereby approved and is set forth as EXHIBIT B attached hereto (the "PILOT Agreement"). The execution and delivery of the PILOT Agreement shall be authorized by the County in a subsequent ordinance or resolution authorizing the issuance, execution, and delivery of the Bonds.

SECTION 9. AUTHORIZATION OF ALL NECESSARY ACTIONS. Bond Counsel designated in the Memorandum of Agreement is authorized and directed on behalf of the County to take any legal action necessary and appropriate in connection with the authorization, issuance, and sale of the Bonds. The Company is authorized and directed to take any other legal action necessary and customary in order to satisfy any prerequisites to the issuance of the Bonds. The County Attorney is authorized and directed to assist Bond Counsel and the Company in this connection.

SECTION 10. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its adoption. To the extent any prior resolution, ordinance, or part thereof is in conflict herewith, the provisions of this Resolution shall prevail and be given effect.

[Signature page follows]

SIGNATURE PAGE TO RESOLUTION OF THE FISCAL COURT
OF COUNTY OF LOGAN, KENTUCKY

INTRODUCED, SECONDED, READ, AND ADOPTED AT A DULY CONVENED MEETING OF THE FISCAL COURT OF THE COUNTY OF LOGAN, KENTUCKY, held on May 24, 2022, on the same occasion signed in open session by the County Judge/Executive as evidence of his approval, attested under seal by the Clerk of the Fiscal Court, ordered to be filed and recorded as required by law, and declared to be in full force and effect according to law.

COUNTY OF LOGAN, KENTUCKY

(Seal)

By:


County Judge/Executive

Attest:

Fiscal Court Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the Fiscal Court of the County of Logan, Kentucky, and as such Clerk I further certify that the foregoing (with the attached EXHIBITS A and B) is a true, correct, and complete copy of a Resolution duly adopted by the Fiscal Court of the County at a duly convened meeting held on May 24, 2022, on the same occasion signed by the County Judge/Executive, duly filed, recorded, and indexed in my office and now in force and effect, and that all action taken in connection with such Resolution was in compliance with the requirements of KRS 61.810 through 61.835, all as appears from the official records of said Fiscal Court in my possession and under my control.

IN WITNESS WHEREOF, I have hereunto set my hand this May 24, 2022.

Fiscal Court Clerk

EXHIBIT A
to
RESOLUTION OF THE LOGAN COUNTY FISCAL COURT
MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made as of May 24, 2022, by and among the COUNTY OF LOGAN, KENTUCKY, a county and political subdivision duly existing under and by virtue of the Constitution and laws of the Commonwealth of Kentucky (the “County”) and RUSSELLVILLE SOLAR, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the “Company”).

WITNESSETH:

WHEREAS, the County is authorized under Chapter 103 of the Kentucky Revised Statutes (the “Act”) to issue industrial revenue bonds to pay all or a portion of the costs of acquiring, constructing, installing, and equipping industrial buildings, to lease such facilities to any person, and to use the resulting lease payments to pay debt service on the industrial revenue bonds, all in order to accomplish the public purposes of promoting economic development, relieving conditions of unemployment, encouraging the increase of industry within the Commonwealth of Kentucky, and encouraging clean energy generation; and

WHEREAS, the Company desires to acquire, construct, install, and equip a new approximately 173 MWac solar electrical generating facility consisting of tangible personal property and manufacturing equipment to be located at 36°47’20.05” N, 86°56’9.64” W (the “Project”), all within the jurisdictional boundaries of the County; and

WHEREAS, the Company has requested that the County issue its industrial revenue bonds pursuant to the Act in an aggregate principal amount not to exceed \$250,000,000 (the “Bonds”), to acquire, construct, install, and equip the Project and to lease the Project to the Company while the Bonds are outstanding; and

WHEREAS, the County has found and determined that the financing of the Project will promote the public purposes of the Act by promoting economic development, relieving conditions of unemployment, encouraging the increase of industry, and encouraging clean energy generation, all within the environs of the Commonwealth of Kentucky and particularly within the geographical boundaries of the County; and

WHEREAS, the County proposes to issue the Bonds to finance the Project and desires to authorize the Company to proceed with the acquisition, construction, installation, and equipping of the Project and be reimbursed from the proceeds of the Bonds for costs incurred related thereto before the issuance of the Bonds; and

WHEREAS, the County proposes to enter into a lease agreement (the “Lease Agreement”) with the Company relating to the Bonds, whereby the Company will agree to make payments to the County sufficient to provide for the payment of the principal of, premium, if any, and interest on the Bonds and all other costs of the County incurred in connection with the Bonds.

NOW, THEREFORE, in consideration of the premises and of the covenants and undertakings herein expressed, the County and the Company hereby agree as follows:

SECTION 1. COMMENCEMENT OF THE PROJECT. The Company may commence the acquisition, construction, installation, and equipping of the Project and may provide or cause to be provided, at its own expense, any necessary interim financing to permit such acquisition, construction, installation, and equipping to commence and continue.

SECTION 2. ISSUANCE OF THE BONDS. The County will issue and sell the Bonds pursuant to the terms of the Act in an aggregate principal amount not to exceed \$250,000,000. The Bonds shall be issued in one or more series, shall be signed by the manual or facsimile signature of the County Judge/Executive of the County, shall be attested by the manual or facsimile signature of the Fiscal Court Clerk, shall bear such title or designation, shall bear interest at such rate or rates, shall be in such denomination or denominations, shall be subject to such terms of redemption, including, but not limited to, the bonds shall be non-callable for a period of no less than 10 years from the date of issuance, shall be in registered form, shall be payable as to principal, redemption price, and interest at such place or places, and shall contain such other terms and conditions as may be fixed by or pursuant to an ordinance or resolution of the County before the sale and delivery thereof.

SECTION 3. SALE OF THE BONDS. The County will cooperate with the Company for the purpose of issuing and selling the Bonds on the best terms reasonably obtainable; and if arrangements therefor satisfactory to the County and the Company can be made, the County will authorize the execution and delivery of such instruments and the taking of such further actions as may be necessary or advisable for the authorization, issuance, and sale of the Bonds on a negotiated basis and the expenditure of the proceeds thereof to acquire, construct, install, and equip the Project (or to reimburse the Company for such costs), all as shall be authorized by law and mutually satisfactory to the County and the Company.

SECTION 4. LEASE AGREEMENT. Upon the issuance of the Bonds, the County and the Company shall enter into the Lease Agreement pursuant to which the Project shall be leased to the Company in exchange for lease payments in such sums and at such times as shall be sufficient to pay the principal, premium, if any, and interest on the Bonds, as and when the same shall become due and payable and additional payments in such sums as shall be sufficient to pay the fees and expenses of the indenture trustee or servicing agent thereof, and all related costs and expenses; and the Company shall have the option to prepay rent under the lease at such times and under such terms and conditions as are mutually satisfactory to the County and the Company.

SECTION 5. OTHER ACTIONS AUTHORIZED. The County will take or cause to be taken such other acts and adopt or cause to be adopted such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate pursuant thereto.

SECTION 6. PAYMENT OF COUNTY FEES AND EXPENSES. As an inducement to the County to enter into this Memorandum of Agreement, the Company agrees that it will pay the reasonable expenses of the County or reimburse the County for its reasonable expenses incurred in connection with the issuance of the Bonds, including the fees and expenses of its counsel, which the County

may incur at the request of the Company, or as may be necessary, arising from the execution of this Memorandum of Agreement and the performance by the County of its obligations hereunder.

SECTION 7. APPOINTMENT of BOND COUNSEL. The County hereby appoints Dinsmore & Shohl LLP to serve as Bond Counsel for the issuance of the Bonds.

SECTION 8. SPECIAL AND LIMITED OBLIGATIONS. No bond shall (a) constitute a general obligation, debt, bonded indebtedness, or liability of the County, the Commonwealth of Kentucky, or any agency or political subdivision thereof (b) pledge the faith or credit of the County, the Commonwealth of Kentucky, or any agency or political subdivision thereof for payment of any principal of, premium, if any, or interest on such bond; or (c) give rise to a general obligation or liability of, or charge against, the general credit or taxing power of the County, the Commonwealth of Kentucky, or any agency or political subdivision thereof. No holder or owner of any Bond shall have the right to require taxes or excises to be levied by the County, the Commonwealth of Kentucky, or any agency or political subdivision thereof for the payment of any principal of, premium, if any, or interest on such Bond. The Bonds, when issued, will be special and limited obligations of the County payable solely from receipts derived under the Lease Agreement for such Bond and under any trust estate established by the County in connection therewith. The only security pledged for the Bonds shall be the independent revenues and assets of the Company as described in the Lease Agreement. Neither the fiscal court of the County nor the general assembly of the Commonwealth of Kentucky will appropriate any funds to fulfill the financial obligations represented by the Bonds.

No recourse shall be had for payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or upon any obligation, covenant, or agreement therein contained against any past, present, or future official, officer, member, employee, or agent of the County, the Commonwealth of Kentucky, or any agency or political subdivision thereof, as such, either directly or through the County, the Commonwealth of Kentucky, or any agency or political subdivision thereof, under any rule of law or equity, statute, or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such official, officer, member, employee, or agent as such shall be expressly waived and released as a condition of and consideration for the execution and delivery of this Memorandum of Agreement and the issuance of the Bonds.

[Signature page follows]

SIGNATURE PAGE TO MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum of Agreement on the date first above written.

COUNTY OF LOGAN, KENTUCKY

By: 
County Judge/Executive

Attest:

Fiscal Court Clerk

RUSSELLVILLE SOLAR, LLC

By: _____

Name: _____

Title: _____

EXHIBIT B
to
RESOLUTION OF THE LOGAN 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 LOGAN, KENTUCKY, a county and political subdivision in and of the Commonwealth of Kentucky (the “County”) and RUSSELLVILLE SOLAR, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the “Company”).

WITNESSETH:

WHEREAS, all capitalized terms utilized herein shall have the meanings provided in Section 2 hereof unless the context provides otherwise; and

WHEREAS, the County, at the request of the Company, has agreed to issue its County of Logan, Kentucky, Industrial Building Revenue Bonds, Series 20[] (Russellville Solar, LLC Project) in a maximum principal amount of \$250,000,000 pursuant to the provisions of Chapter 103 of the Kentucky Revised Statutes, the proceeds of which will be used to acquire, construct, install, and equip a new approximately 173 MWac solar electrical generating facility consisting of tangible personal property and manufacturing equipment to be located at 36°47’20.05” N, 86°56’9.64”W, which Project is owned by the County and leased to the Company under a Lease Agreement dated as of [Closing Date], by and between the County and the Company; and

WHEREAS, pursuant to the provisions of Section 103.285 of the Kentucky Revised Statutes, the Project will be exempt from ad valorem taxation to the same extent as other public property used for public purposes, so long as it is owned by the County; and

WHEREAS, notwithstanding the exemption from ad valorem taxes of the Project during the period the Bonds are outstanding, it is the desire of the parties to make provisions for payments in lieu of taxes by the Company to the various taxing authorities within the County.

NOW, THEREFORE, the County and the Company hereby agree as follows:

SECTION 1. RECITALS INCORPORATED. It is hereby found, determined, and declared that the recitals set forth above are true and correct and are hereby incorporated into this Section 1 by reference.

SECTION 2. DEFINITIONS. The following words and terms as used in this Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent:

“Agreement” means this Payment in Lieu of Taxes Agreement dated as of [Closing Date], by and between the County and the Company, as the same may be amended or supplemented from time to time.

“Assessment Date” means each January 1 beginning on (and including) January 1, 20[] and ending on (and including) the earlier of (i) January 1, 20[] or (ii) the last January 1 immediately preceding the date that no Bond remains Outstanding.

“Bond Purchase Agreement” means the Bond Purchase Agreement dated [Closing Date], by and between the County and [Purchaser Name] related to the Bonds, as the same may be amended or supplemented from time to time.

“Bonds” means the County of Logan, Kentucky Industrial Building Revenue Bonds, Series 20[] Russellville Solar, LLC Project), dated [Closing Date], in an original maximum principal of \$250,000,000.

“Commonwealth” means the Commonwealth of Kentucky.

“Company” means Russellville Solar, LLC, a limited liability company organized and existing under the laws of the State of Delaware, or its assignee.

“County” means the County of Logan, Kentucky, a county and political subdivision of the Commonwealth.

“Lease Agreement” means the Lease Agreement dated [Closing Date], by and between the County and the Company related to the Bonds, as the same may be amended or supplemented from time to time.

“Outstanding” has, with respect to the Bonds, the meaning provided in the Bond Purchase Agreement.

“Payment Date” means each date a PILOT Payment is due to a Taxing Authority hereunder, such date to be determined in accordance with Section 4 hereof.

“PILOT Payment” means a payment of money by the Company to a Taxing Authority in accordance with Schedule A attached hereto and the other terms and conditions hereof, which is intended to constitute a payment made to such Taxing Authority in lieu of tangible personal property ad valorem tax revenue as a result of the County holding title to the Project from (and including) the date hereof to (and including) the last Assessment Date immediately preceding the date that no Bond remains Outstanding.

“Project” means the industrial building facilities financed with the proceeds of the Bonds, being the costs of acquiring, constructing, installing, and equipping a new approximately 173 MWac solar electrical generating facility consisting of tangible personal property and manufacturing equipment to be located at 36°47’20.05” N, 86°56’9.64” W.

“Regular Tax” means, for any Tax Year, the amount of tangible personal property ad valorem taxes that would have been assessed and owing by the Company with respect to the Project for the benefit of a Taxing Authority if the Project were owned by the Company and subject to tangible personal property ad valorem taxes by the Taxing Authority on such Assessment Date for such Tax Year.

“School District” means the Logan County School District, a public school district and political subdivision of the Commonwealth created and existing pursuant to Chapter 160 of the Kentucky Revised Statutes and governed by the Logan County Board of Education.

“Shortfall” means, for any Tax Year, an amount equal to the positive difference, if any, between (i) the Regular Tax for such Tax Year, less (ii) the PILOT Payment otherwise payable by the Company to the Taxing Authority hereunder for such Tax Year.

“Tax Year” means a calendar year for which ad valorem taxes are assessed by a Taxing Authority on the Assessment Date during such calendar year and due and payable to such Taxing Authority during the same calendar year.

“Taxing Authorities” means the County and the School District.

“Term” has the meaning provided in Section 8 hereof.

SECTION 3. TAX EXEMPTION. The County and the Company hereby acknowledge and agree that during the Term of this Agreement and the Lease Agreement, the Project will be exempt from ad valorem taxation by the Taxing Authorities to the same extent as other public property used for public purposes. For purposes of clarity, the County and the Company acknowledge that the ad valorem tax abatement provided by the Bonds excludes any ad valorem taxes related to any real property or real property interests associated with the Project and the Company and the School District, together with all other taxing districts within Logan County, will receive ad valorem taxes from the real property and real property interests associated with the Project throughout the Term of the Bonds. Accordingly, no PILOT Payments are being made by the Company to the County or the School District with respect to such real property or real property interests under this Agreement.

SECTION 4. PILOT PAYMENTS. In consideration of (a) the ad valorem tax exemption provided to the Company by the County for the Project in connection with the issuance by the County of the Bonds and (b) the agreement of the County to continue to hold title to the Project for so long as the Bonds are Outstanding, for each Tax Year that the Bonds are Outstanding, the Company shall pay a PILOT Payment to each Taxing District on or before each Payment Date immediately following the Assessment Date for such Tax Year. The amount of each such PILOT Payment shall equal the amount shown for each such Taxing Authority for such Tax Year on Schedule A attached hereto; provided, however, if there shall be a Shortfall to either of the Taxing Authorities in any Tax Year as a result of the foregoing, the Company shall also pay the Shortfall to such Taxing Authority the School District on or before the applicable Payment Date.

SECTION 5. CALCULATION OF SHORTFALL. When determining the Shortfall in any Tax Year, if any, the amount of Regular Taxes for such Tax Year shall equal (a) the Fair Cash Value of the Project as of the Assessment Date for such Tax Year, multiplied by (b) the tangible personal property ad valorem tax rate levied by the Taxing Authority for such Tax Year.

SECTION 6. DETERMINATION OF FAIR CASH VALUE. The Fair Cash Value for tangible personal property subject to this Agreement for any Tax Year shall be determined by the Company based upon the reported value of such tangible personal property as reported in the Kentucky Tangible Personal Property Tax Return (Form 62A500 or successor return) of the Company for such Tax Year.

SECTION 7. TIMING OF PILOT PAYMENTS. Any PILOT Payment payable in a Tax Year hereunder shall be paid at the same time and in the same manner as ad valorem taxes levied by the Taxing Authorities for such Tax Year, except that the Company shall deliver PILOT Payments to the Taxing Authorities at the addresses provided in Section 10 below, instead of to the regular tax collector. The PILOT Payments for each such Tax Year shall be due and payable in full no later than December 31st of that year or a later date established pursuant to KRS 134.015.

SECTION 8. TERM. This Agreement shall be effective for the period beginning on (and including) [Closing Date], and shall terminate on the earlier of (a) [Maturity Date] or (b) the first date that no Bonds remain Outstanding.

SECTION 9. NOTICES AND PAYMENTS. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, addressed as follows:

To the County: County of Logan, Kentucky
P.O. Box 365
200 West Fourth Street
Russellville, Kentucky 42276

To the Company: Russellville Solar, LLC
222 Second Avenue South, Suite 1900
Nashville, Tennessee, 40444
Attention: Reagan Farr

To the School District: Logan County School District
2222 Bowling Green Road
Russellville, Kentucky 42276

SECTION 10. 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 respect 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.

SECTION 11. BINDING EFFECT. This Agreement shall inure to the benefit of and shall be binding upon the County and the Company and the Taxing Authorities (as a third party beneficiaries), and their respective successors and assigns.

SECTION 12. 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.

SECTION 13. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth.

SECTION 14. 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]

SIGNATURE PAGE TO PAYMENT IN LIEU OF TAXES AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF LOGAN, KENTUCKY

By: 
County Judge/Executive

Attest:

By: _____
Fiscal Court Clerk

RUSSELLVILLE SOLAR, LLC

By: _____

Name: _____

Title: _____

Case No. 2021-00235
Russellville Solar, LLC
Responses to Siting Board Staff's Post-Hearing Request for Information

6. The Site Assessment Report, Exhibit D contained a Preliminary Site Layout.

Provide any updates to the Preliminary Site Layout.

Response: There have been no updates to the Preliminary Site Layout since the updated layout that was provided in Russellville Solar's response Item 4 of the Siting Board Staff's Second Request for Information.

Witness: David Weise





Case No. 2021-00235
Russellville Solar, LLC
Responses to Sitting Board Staff's Post-Hearing Request for Information

7. Submit an enlargement of the AP Miller Road area and indicate the location of the county road, other existing gravel roads, the proposed fence line, and any easements. Distinguish by symbol the required easement for a county road, leased easements that are part of the original boundary definitions of the leased property, any other types of easement agreements that the applicant has made, and any proposed buffers by the applicant as part of the project. Include copies of all agreements involving easements along AP Miller Road.

Response: An exhibit has been attached detailing the location of A.P. Miller Road, a 30-foot county ingress-egress easement, the locations of proposed fence lines, and the existing gravel road neighbors use that splits north off A.P. Miller Road. See attachment "Russellville Project Road and Fence (A.P. Miller)," SITING BOARD_PH-RFI_7. Although there is no existing easement for the gravel road leading to neighboring parcels, Russellville Solar, LLC will maintain at least 50 feet between project fence lines to provide neighbors with continued access to this road. The 30-foot county ingress-egress easement on A.P. Miller Road is referenced in the attached Deed for the Dawson Family Farms, LLC (a participating landowner), "Dawson Family Farms Deed," SITING BOARD_PH-RFI_7.

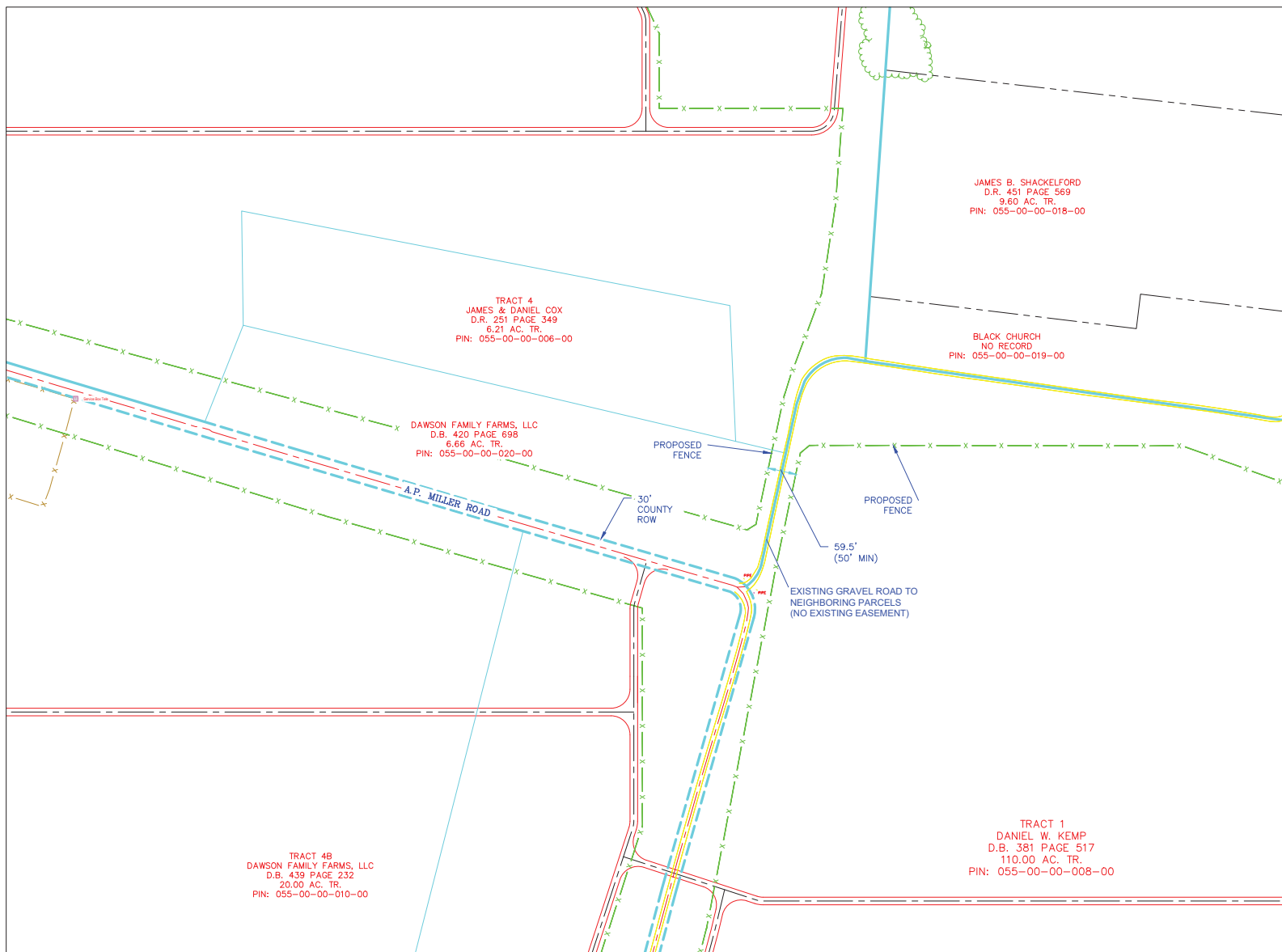
Witness: Stefan Eckmann

LEGEND:

-  PV PLANT FENCE
-  PROPERTY LINES
-  ROW LINES
-  16.00' INTERNAL ROAD



OVERALL EXHIBIT SCALE
 SCALE: 1" = 100'



PLAN TITLE: **RUSSELLVILLE SOLAR PROJECT**

SHEET TITLE: **AP MILLER ACCESS**



REVISIONS			
NO.	DATE	BY	DESCRIPTION
01	07.07.2022	MP	INITIAL ISSUANCE

PLAN DATE: 7/7/2022

PAGE: **1 of 1**

(344,1,1)

①

Exhibit A

RECORDED IN Deed BOOK
NO. 409 PAGE 354

DEED

JBC

THIS DEED, made and entered into this 14 day of December, 2012,
by and between Karl W. Dawson and wife, Sally Lynn Dawson of 6039 Laurel Trail,
Henderson, Ky 42420, parties of the first part, and Dawson Family Farms, LLC, a
Kentucky limited liability company, of 6039 Laurel Trail, Henderson, Ky 42420,
party of the second part;

WITNESSETH: That for and in consideration of the perfection of title, and
for no monetary consideration, the parties of the first part do hereby bargain, sell and
convey unto the party of the second part, in fee simple, its successors and assigns
forever, the following described property situated in Logan County and Simpson
County, Kentucky, and being more particularly described as follows:

See Attached Exhibit A for description and source of title

The parties of the first part, joined by the party of the second part, certify that
the consideration set forth herein is the full consideration paid for the property and
the estimated fair cash value is \$ 3,600,000.

The in care of address to send the current year's property tax bill is 6039
Laurel Trail Road, Henderson, Ky 42420.

TO HAVE AND TO HOLD said property unto the party of the second part in
fee simple, its successors and assigns forever, with Covenant of General Warranty,
releasing all rights of Homestead and Dower.

IN TESTIMONY WHEREOF, witness the hands of the parties the day and
date first above written.

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Karl W. Dawson
KARL W. DAWSON, GRANTOR

Sally Lynn Dawson
SALLY LYNN DAWSON, GRANTOR

DAWSON FAMILY FARMS, LLC

BY: Karl W. Dawson
KARL W. DAWSON, MEMBER

BY: Sally Lynn Dawson
SALLY LYNN DAWSON,
MEMBER

STATE OF KENTUCKY

COUNTY OF LOGAN

The foregoing instrument was acknowledged before me this 14 day of
December 2012, by Karl W. Dawson and wife, Sally Lynn Dawson, Grantors, and
by Karl W. Dawson and wife, Sally Lynn Dawson in their capacities as Members of
Dawson Family Farms, LLC, a Kentucky limited liability company, Grantee, to be
the duly authorized act and deed of said company.

J. Gran Clark
NOTARY PUBLIC

My commission expires 9-23-16.

PREPARED BY:

J. Gran Clark
J. Gran Clark, Attorney at Law, P. O. Box 116, Russellville, KY 42276

Being Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 of Trice Estate Property, Farm 1, found in Plat Cabinet 2, Envelope 82 in the office of the Clerk of the Logan County Court.

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Being the same property conveyed to Karl Wayne Dawson and wife, Lynn Dawson, by deed dated May 1, 2001, from Jesse L. Riley, Jr., Executor of the Jesse Trice Estate, as recorded in Deed Book 334, page 482, in the office of the Clerk of the Logan County Court.

Beginning at a set iron pin in the East right of way of Kentucky Highway 1041 approximately 25 feet from centerline, corner to Dawson (Deed Book 286, page 604); thence with said right of way N 11 deg. 38' 57" E 446.41 feet to a set iron pin, a new corner; thence turning right leaving said right of way on a new division line S 85 deg. 46' 42" E 201.14 feet to a set iron pin; thence turning left N 08 deg. 39' 01" E 342.17 feet to a set iron pin in the South line of an existing 38 feet wide ingress-egress easement; thence turning left with said easement N 88 deg. 27' 50" W 182.20 feet to a set iron pin in said right of way line; thence turning right with said right of way N 12 deg. 19' 38" E 15.27 feet to a set iron pin; thence N 12 deg. 19' 38" E 133.20 feet; thence N 07 deg. 06' 32" E 193.02 feet; thence N 08 deg. 21' 36" E 303.51 feet to a set iron pin; thence N 08 deg. 21' 36" E 40.77 feet; thence along a curve to the left having a radius of 1301.99 feet, an arc length of 402.22 feet and a chord distance of 400.63 feet bearing N 00 deg. 57' 55" W; thence N 21 deg. 31' 44" W 127.05 feet to a set iron pin; thence N 21 deg. 31' 44" W 630.41 feet to a set iron pin in the South right of way of the A. P. Miller Road, approximately 15 feet from centerline; thence turning right with the South right of way of the A. P. Miller Road S 86 deg. 09' 45" E 669.07 feet to a set iron pin, corner to Finch (Deed Book 227, page 383); thence turning right leaving said right of way with the line of Finch S 05 deg. 53' 54" W 570.00 feet to a set iron pin; thence turning left S 86 deg. 09' 45" E 360.00 feet to a set iron pin in the line of Dawson (Deed Book 157, page 245 - First Tract); thence turning right with the line of Dawson S 05 deg. 53' 54" W 577.81 feet to a set iron pin; thence S 05 deg. 53' 54" W 577.81 feet to a set iron pin; thence turning left S 87 deg. 04' 08" E 442.90 feet to a set iron in the line of Brown (Deed Book 157, page 469); thence turning right with the line of Brown S 06 deg. 20' 30" W 208.96 feet to a found stone; thence turning left S 81 deg. 37' 01" E 1124.89 feet to a found post with a set witness iron in at its base, corner to Brown (Deed Book 172, page 059); thence turning right with the line of Brown S 05 deg. 19' 54" W 1797.87 feet to a found post with a set witness iron pin at its base in the line of Moorman (Deed Book 240, page 263 - Fifth Tract); thence turning right with the line of Moorman and then Dawson (Deed Book 286, page 616- Tract Number One) N 89 deg. 57' 02" W 1134.72 feet to an existing post with a set witness iron pin at its base, corner to Dawson (Deed Book 286, page 616 - Tract Number Three); thence turning right with the line of Dawson (Deed Book 286, page 616 - Tract Number Three), Dawson Deed Book 286, page 616 - Tract Number Two), and then Dawson (Deed Book 286, page 604) N 05 deg. 04' 53" E 1379.32 feet to an existing post with a set witness iron pin at its base; thence turning left N 87 deg. 43' 40" W 1183.83 feet to the point of beginning, described parcel containing 92.56 acres as shown by survey performed by Jeffrey L. Harris, PLS #3148 with Benchmark Land Surveying, August 28, 2001.

Being the same property conveyed to Karl Wayne Dawson and wife, Sally Lynn Dawson, by deed dated November 14, 2001, from Mike Riley and wife, Melynda Riley, and Alice Elizabeth McLean and husband, Mark McLean, as recorded in Deed Book 337, page 685, in the office of the Clerk of the Logan County Court.

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TRACT ONE: Beginning at a red oak on the Watermelon Road, corner to King and Ferguson; thence with Ferguson's line N 80 E 155 poles to a stake, corner to King and Bibb; thence South with Bibb's line to a stake, corner to a tract of land sold and conveyed by D. D. Dawson to Mrs. M. E. Hall; thence with Mrs. Hall's line N 75 W to a stake near a cedar tree on the Watermelon Road, corner to King and Bibb; thence northwardly with said road to the beginning, containing 81 acres.

TRACT TWO: Beginning at a rock in the road; thence S 33 W 2.60 chains to center of said road; thence S 21-1/2 W 2.77 chains to center of road and corner to P. K. Hadden; thence E 25 97 chains to a rock corner to P. K. Hadden; thence E 25 97 chains to a rock corner to P. K. Hadden and in Bascom Johnson's (now E. P. Herndon's) line; thence N 3-1/2 E 4.93 chains to a rock; thence W 23.70 chains to the beginning, containing 12 acres, more or less.

TRACT THREE: Beginning at a red oak, corner to Marion Riley; thence with the line of same N 82-1/2 W 27.60 chains to a stake, corner to P. E. Herndon; thence with his line N 3-1/2 E 4.17 chains to a rock, W _____ 25.97 chains to the center of the Watermelon Road; thence S 21-1/2 W 5.23 chains to the beginning, containing 12 acres, more or less.

TRACT FOUR: Beginning at a corner to King in the center of the Watermelon Road; thence S 31-1/4 W 9.66 chains to the center of said road; thence S 21 W 8.34 chains to the center of same; thence S 79-1/4 W 55.16 chains with D. C. Dawson's line to a rock, corner to said Dawson and in Bibb's line; thence with Bibb's line N 2 E 13.64 chains to a stake in Bibb's line; thence with King's line N 75 W 48.20 chains to the beginning, containing 80 acres.

There is excepted therefrom the home and the area same consisting of approximately two acres.

Being the same property conveyed to Karl Wayne Dawson and wife, Lynn R. Dawson, by deed dated March 13, 2004, from Christy Wilkins, single, as recorded in Deed Book 352, page 641, in the office of the Clerk of the Logan County Court.

The home and the area same consisting of approximately two acres, being the exception retained by Mildred Dawson in Deed found of record in Deed Book 309, page 349 in the office of the Logan County Court Clerk.

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Being the same property conveyed to Karl Wayne Dawson and wife, Lynn R. Dawson, by deed dated July 17, 2009, from Robert R. Dawson and wife, Tina H. Dawson, as recorded in Deed Book 389, page 158, in the office of the Clerk of the Logan County Court.

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TRACT ONE: Beginning at a rock in H. L. Anderson's line, and corner to P. E. Herndon; running with Anderson's line S 89-1/2 E 26-1/4 poles to a rock at Anderson's gate; thence with another of Anderson's lines N 4 E 27 poles to a rock corner to the same; thence with same, S 77-1/2 E 157-2/5 poles to a rock in the Oakville and Cave Spring Road, now corner to P. E. Herndon; thence with said road N 77 W 167 poles to a rock; thence N 88-1/2 W 26-1/4 poles to a rock another corner to Herndon; thence with a new dividing line S 4 W 106-2/5 poles to the beginning, containing 100 acres more or less.

TRACT TWO: Beginning at a rock at the rock of the Oakville and Cave Springs Road, corner to Purvis, Miller and Herndon; thence with said road N 77 W 25-1/3 poles to a rock corner to Riley; thence with Riley's line S 11 W 76 poles to a rock in Anderson's line; thence S 77-1/2 E 2-3/5 poles to a rock Anderson corner; thence with another of his line S 11-1/2 W 41-3/5 poles to a rock; thence S 78 E 26-4/5 poles to a rock corner to Miller; thence with Miller's line N 11 E 116-2/5 poles to the beginning, containing 20 acres more or less.

Being the same property conveyed to Karl Wayne Dawson and wife, Lynn R. Dawson, by deed dated December 28, 2009, from Robert R. Dawson and wife, Tina H. Dawson, as recorded in Deed Book 391, page 428, in the office of the Clerk of the Logan County Court.

Ex A

A certain tract of land in Simpson County, Kentucky, located approximately five miles northeast of Franklin, situated on the east side of Black Jack Road, (Kentucky Highway 1171) and on the North side of Leffew Road and further described from a survey dated September 7, 2006, by Robert G. May, LPLS # 2142, as follows:

Unless stated otherwise, any monument referred to herein as a pin and cap is a set ½ x 18" rebar with yellow plastic cap stamped RG May 2142. All bearings stated herein are referred to the recorded bearing along the south line of Louise Henderson as shown in Deed Book 156, page 124, Simpson County Clerk's Office.

Beginning at a pin and cap in the east right of way line (monumental 25' from existing center line) of Blackjack Road, (Ky Hwy 1171), a corner to Jeff Henderson, (Deed Book 235, page 172); thence with the lines of Jeff Henderson, Joyce & Hershel Henderson, (Deed Book 219, page 380); and Porter Uhls (Deed Book 138, page 34) S 84 deg. 19 min. 39 sec. E 1101.44' to a pin and cap, a corner to Uhls and continuing with the lines of Porter Uhls, two calls: (1) S 05 deg. 59' 13" W. 780.45 to a pin and cap (2) N 89 deg. 54' 17" E 693.62' to a pin and cap, a corner to same and Louis Henderson (Deed Book 255, page 87); thence with the line of Louis Henderson, S 02 deg. 32' 02" W 1611.42' to an existing 10" wood post set in concrete, a corner to same in the line of Harry & Jody Cassetty (Deed Book 177, page 212); thence with the line of Cassetty, S 01 deg 17' 51" W 163.19' to an existing tee post in the line of same, a corner to Harry S. Cassetty, (Deed Book 177, Page 212); thence with line of Cassetty two Calls: (1) N 82 deg. 45' 01" W 338.93' to a found corner stone (2); S 11 deg. 12' 44" W 375.44' to a pin and cap, a corner to same in the north right of way line (monumented 20' from existing center line of Leffew Road, (Order Book 11, page 06); thence with aforesaid right of way line four calls: (1) N 83 deg. 49' 58" W 432.86 (2) on a curve to the right with radius of 101.38', a chord of N 37 deg. 52' 44" W 132.94', an arc length of 144.98', (3) N 06 deg. 02' 58" E 199.06' (4) N 03 deg. 14' 31" E 22.50' to a pin and cap, a corner to Louis Henderson (Deed Book 156, page 124), three calls: (1) S 83 deg. 52' 00" E 229.30' to a pin and cap. (2) N 66' 45' 00" E 109.60' to a pin and cap, (3) N 44' 25' 00" W 211.00' to pin and cap continuing on agreed lines with Louis Henderson, three calls: (1) N 72 deg. 27' 58" W 150.23' to pin and cap, (2) N 00 deg. 43' 23" W 223.79' to a pin and cap, (3) N 75 deg. 22' 52" 350.54' to an existing tee post, a corner to same in the line of Darrell Uhls (Deed Book 68, page 512); thence with the line of Darrel Uhls, N 08 deg. 04' 28" 1456.88 to an existing 16" stump in fence line, with pin and cap (witness monument) set at base on east side, a corner to Darrel Uhls in the east right of way line of Blackjack Road, (Ky. Highway. 1171); thence with aforesaid right of way line, three calls; (1) N 08 deg. 04' 28" E 19.35' to an existing 4" wood post with pin and cap (witness monument) set at a base on south side, (2) N 08 deg. 06' 53" E 280.95', (3) on a curve to the right with a radius of 783.38', a chord on N 17 deg. 45' 17" E 366.43', an arc length of 369.85' to the beginning point, containing 98.334 acres.

Note: This conveyance is subject to any and all covenants and restrictions, Federal, State and Local, recorded and unrecorded, which run with the above described property and are effective as

such. Additionally, mobile homes, modular homes, and/or manufactured homes, basement homes, commercial live stock, including but not limited to swine, poultry and/or

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Being the same property conveyed to Karl W. Dawson and wife, Lynn R. Dawson, by deed dated July 1, 2011, from Red Rock Partners, LLC, as recorded in Deed Book 293, Page 377, in the office of the Clerk of the Simpson County Court.



253785
Filed on:12/14/2012 10:58:37 AM
Book: DEED Number: 489
Pages: 354 - 362
Scottie Harper ,Logan County
DC: DIANE DENNISON
Deed Tax:\$8.00

Case No. 2021-00235
Russellville Solar, LLC
Responses to Siting Board Staff's Post-Hearing Request for Information

8. Provide a copy of the decommissioning plan as soon as it is available.

Response: Consistent with recent Siting Board orders, Russellville Solar will draft a decommissioning plan at least one month prior to construction of the Project. It will submit a copy of the decommissioning plan to the Siting Board when it is complete.

Witness: Stefan Eckmann

Case No. 2021-00235
Russellville Solar, LLC
Responses to Sitting Board Staff's Post-Hearing Request for Information

9. Provide the anticipated frequency that personnel will be on site during operations to monitor the panels.

Response: On-site field technicians and maintenance employees will walk the project grounds on a weekly basis to identify and report any evidence of damage or issues with cabling, modules, and racks. Proposed modules are encased in two layers of heat strengthened glass, which makes module breakage very rare. If a module shatters to the point that internal material has been exposed, the inverter module feeding the panel will trip offline and alert Russellville Solar's remote operations and management center. If a module shatters but internal material is not exposed, either on-site technicians will discover this in regular maintenance or scheduled annual equipment reviews will reveal the problem before it becomes a concern.

Witness: Michael Baute

**COMMONWEALTH OF KENTUCKY
BEFORE THE KENTUCKY STATE BOARD
ON ELECTRIC GENERATION AND TRANSMISSION SITING**

In the Matter of:)
)
APPLICATION OF RUSSELLVILLE SOLAR LLC)
FOR CERTIFICATE OF CONSTRUCTION FOR: AN) **Case No. 2021-00235**
APPROXIMATELY 173-MEGAWATT MERCHANT)
ELECTRIC SOLAR GENERATING FACILITY IN
LOGAN COUNTY, KENTUCKY PURSUANT TO
KRS 278.700, ET SEQ., AND 807 KAR 5:110

CERTIFICATION

This is to certify that I have supervised the preparation of Russellville Solar LLC's responses to the Kentucky Siting Board Staff's Post-Hearing Request for Information and that the responses are true and accurate to the best of my knowledge, information, and belief after reasonable inquiry.

Date: 7/11/2022



Stefan Eckmann