

COMMONWEALTH OF KENTUCKY

BEFORE THE KENTUCKY STATE BOARD ON
ELECTRIC GENERATION AND TRANSMISSION SITING

IN THE MATTER OF:

THE ELECTRONIC APPLICATION OF BRIGHT)	
MOUNTAIN SOLAR, LLC FOR A CERTIFICATE)	
OF CONSTRUCTION FOR AN UP TO 80 MEGAWATT)	
MERCHANT ELECTRIC SOLAR GENERATING)	CASE NO. 2022-00274
FACILITY AND RELATED NONREGULATED)	
TRANSMISSION LINE OF APPROXIMATELY 4 MILES)	
IN PERRY COUNTY, KENTUCKY PURSUANT TO)	
KRS 278.700 AND 807 KAR 5:110)	

BRIGHT MOUNTAIN SOLAR, LLC’S RESPONSE TO
STAFF’S FIRST DATA REQUEST REGARDING MOTION TO AMEND

1. Refer to Bright Mountain’s Motion to Amend Transmission Line Route. Explain to the Siting Board the phrase “this parcel is needed to provide optionality for alternative route” with the understanding that the Siting Board did not approve two potential routes for a transmission line.

Response: By the Project’s Motion to Amend the Transmission Line Route, the Project is seeking approval of an alternative transmission line route, which utilizes one additional parcel instead of a certain existing parcel. The reason for seeking approval of the alternative route is that, when performing title curative and final survey work on the parcels for the existing route, an ambiguity on ownership boundaries was discovered between a parcel utilized for the original route (074-00-00-002.00) and the parcel to its south (062-00-00-017.05).

The proposed alternative route substitutes parcel 074-00-00-009.00 for parcel 074-00-00-002.00, This substitution provides an alternative approved option should it become necessary or desirable to avoid parcel 074-00-00-002.00 and, with it, the possibility of lengthy and/or costly title curative work.

2. Explain in detail why one additional parcel needs to be included in the transmission line route.

Response: An explanation of the need for the alternative transmission line route and the use of parcel 074-00-00-009.00 is included in Response 1.

3. Explain whether the landowners of parcel 074-00-00-009.00 are participating landowners with a signed easement. If so, provide a copy of the easement.

Response: Yes, the landowners of parcel 074-00-00-009.00 are participating landowners. Please refer to Attachment 1 for a copy of the signed easement agreement.

4. Provide the distance from the nearest nonparticipating residence to both the transmission line route and the closest right-of-way boundary.

Response: Near the new parcel (074-00-00-009.00), the proposed alternative route is approximately 450 feet from the nearest non-participating residence and approximately 400 feet from the closest right-of-way boundary.

For a complete list of the distances from residences to the transmission line from the existing route, see Bright Mountain's Response to the Board's Second Set of Data Requests, filed December 22, 2023, at DR 5 and Attachment C.

5. Explain what communication has occurred with landowners of parcel 074-00-00-009.00 since 2023.

Response: Discussions with the landowner of parcel 074-00-00-009.00 began in early 2026, when the discrepancy on the parcel for the existing route was discovered. The owner of parcel 074-00-00-009.00 has since signed an easement agreement with the Project. Attachment 1 is a copy of the easement agreement.

6. Explain in detail why the alternative route with the additional parcel is preferable to the transmission line route that was approved by the Siting Board.

Response: The Project is seeking approval of the potential alternative route due to an ambiguity in parcel ownership discovered during curative title work, as described above in Response 1. Both routes remain suitable and are very similar. However, use of the proposed alternative route may avoid the need for use of the parcel on which the ownership ambiguity was discovered. The minor route adjustments between the original transmission line route and this proposed alternative route do not reduce the distance between the route and the nearest non-participating residence in the vicinity of parcel 074-00-00-009.00, as described in Response 7.

7. Explain whether adding the additional parcel to the transmission line route will reduce the distance between the line and the nearest nonparticipating parcel or residence.

Response: In the vicinity of parcel 074-00-00-009.00, the changes associated with the proposed alternative route represent an increase of approximately 145 feet in the distance between the route and the nearest non-participating residence as compared to the existing route. As stated in Response 4, in the vicinity of parcel 074-00-00-009.00 where the proposed alternative transmission line route deviates from the existing route, the nearest non-participating residence is located approximately 450 feet from the proposed alternative route.

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KRS 278.700 AND 807 KAR 5:110)	

**VERIFICATION OF BRIGHT MOUNTAIN SOLAR, LLC’S RESPONSE TO FIRST
DATA REQUESTS REGARDING MOTION TO AMEND**

This is to certify that I assisted in the preparation of the responses of Bright Mountain Solar, LLC to the Siting Board’s First Set of Data Requests regarding Bright Mountain’s Motion to Amend in the above-referenced case, and that the matters and things set forth therein as having been provided by me are true and accurate to the best of my knowledge, information and belief, formed after reasonable inquiry.



Jeffrey Reinkemeyer, on behalf of Bright Mountain
Solar, LLC

ATTACHMENT 1

PERRY COUNTY
D449 PG283

DOCUMENT NO: 1112301
RECORDED: 5/29/2026 3:28:46 PM
VIA ERECORDING
TRANSFER TAX: \$0.00
TOTAL FEES: \$83.00
COUNTY CLERK: WAYNE NAPIER
DEPUTY CLERK: deputy
COUNTY: PERRY COUNTY
BOOK: D449 PAGES: 283-298

**THIS INSTRUMENT WAS DRAFTED
BY AND AFTER RECORDING PLEASE
RETURN TO:**

Bright Mountain Solar, LLC
c/o Avangrid Power LLC
Attn: Land Management
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Telephone: 503.796.7167

OVERHEAD ELECTRICAL LINE EASEMENT AGREEMENT

by and between

Herman Grigsby, Jr. and Christine Grigsby, husband and wife

as the Landowner

and

BRIGHT MOUNTAIN SOLAR, LLC, a Delaware limited liability company
as the Grantee

Dated May 21, 2026

**THIS INSTRUMENT WAS DRAFTED
BY AND AFTER RECORDING PLEASE
RETURN TO:**

Bright Mountain Solar, LLC
c/o Avangrid Power LLC
Attn: Land Management
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Telephone: 503.796.7167

(Space above this line for Recorder's use only)

OVERHEAD ELECTRICAL LINE EASEMENT AGREEMENT

THIS OVERHEAD ELECTRICAL LINE EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of May 21, 2026 (the "**Effective Date**") by and between Herman Grigsby, Jr. and Christine Grigsby, husband and wife (collectively, "**Landowner**") and **Bright Mountain Solar, LLC**, a Delaware limited liability company ("**Grantee**").

- 1.1. **Grant of Easement.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**Property**"). Grantee requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project. Landowner grants, transfers, conveys and warrants to Grantee, its licensees, agents, invitees, successors and assigns an overhead collection system easement and right-of-way on, over, under and across the Property (collectively, the "**Easement**") consisting, as of the Effective Date, of an area of one hundred (100) feet in width (the "**Easement Corridor**") for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the "**Overhead Appurtenances**"), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property. Grantee retains the right to relocate the 100-foot wide Easement Corridor within the "250' Buffer" area shown on Exhibit B attached hereto and incorporated herein by this reference, but in no event shall the outside boundary of the Easement Corridor be less than two hundred (200) feet from the family cemetery located on the Property and shown on Exhibit B. At such time as Grantee's design of the Overhead Appurtenances is finalized, a metes and bounds description of the Easement Corridor showing a width of no greater than one hundred (100) feet (and located within the "250' Buffer") shall be prepared by a licensed surveyor retained by Grantee, and Grantee shall be entitled to unilaterally record an amendment to this Agreement to replace the depiction

or description contained on Exhibit B with a metes and bounds description of the one hundred (100) foot wide Easement Corridor. . The Easement shall include the right to access the Easement Corridor through the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may designate from time to time. The Easement shall not include the right to construct new roads on the Property. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the “**Electrical Line Facilities**”.

- 1.2. **Easement for Commercial Purposes.** The Parties declare that the Easement is for commercial purposes and Agreement is a “utility easement” pursuant to KRS 382.135(2)(a). Therefore, notwithstanding any rule of the law to the contrary, it is the intention of the Parties that the Easement is freely assignable and not personal to Grantee. The Landowner further consents to the granting by Grantee to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.

2. **TERM.** The term of the Easement and of this Agreement shall be up to forty-eight (48) years from the Effective Date.

3. **PAYMENTS TO LANDOWNER.** Landowner and Grantee agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit C attached hereto and incorporated herein. Landowner and Grantee agree that Exhibit C SHALL BE REMOVED PRIOR TO RECORDING OF THIS EASEMENT.

4. **LANDOWNER’S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Grantee during the term of this Agreement and the Easement granted herein:
 - 4.1. **Landowner’s Authority.** Landowner warrants that it owns the entire interest in the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Grantee in a title report or other document delivered to Grantee prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Grantee the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner’s interest in the Property, by way of assignment, conveyance or otherwise, without Grantee’s prior written consent. If at any time during the term of this Agreement it is determined that Landowner lacked authority to enter

into this Agreement or grant the Easement, Landowner shall take all reasonably necessary action to cure such deficiencies in the execution of this Agreement, which shall include pursuing any remedy available at law or equity to secure such authority. Additionally, if it is determined that the Easement covered anything less than the entire interest in the Property, Landowner shall cooperate with Grantee to secure and grant any outstanding interests, in easement, to Grantee. In providing such cooperation, Landowner shall not be required to incur any out-of-pocket costs unless such costs will be promptly reimbursed by Grantee. Landowner, however, shall be obligated to amend and ratify this Agreement to cure any deficiencies in its execution, or to convey any outstanding interests in the Property.

- 4.2. No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities; or (iii) the undertaking of any other activities of Grantee permitted under this Agreement.
- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Grantee in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Grantee in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Grantee shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Grantee has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Grantee to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Grantee under this Agreement. In addition, the Parties acknowledge that the description shown in Exhibit A represents the best description of the Property available as of the Effective Date. If, upon additional investigation, it is determined that the description of the Property is inaccurate or covers more or less land than is actually owned by Landowner, Grantee may amend this Agreement to reflect a more accurate description of the Property.
- 4.5. Quiet Enjoyment. As long as Grantee observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement

for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.

- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Grantee for, from and against liability for physical damage to Grantee's property (including, without limitation, Grantee's Electrical Line Facilities) and for physical injuries or death to Grantee or its tenants, invitees, contractors or the public, while on the Property, but only to the extent (a) caused by Landowner or Landowner's tenants or invitees, and (b) not caused or contributed to by the gross negligence or willful misconduct of Grantee. It is expressly agreed and understood that Landowner shall have no duty to indemnify Grantee against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.
- 4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Grantee for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.
- 4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Grantee's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within four hundred (400) feet of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Grantee, within fifteen (15) days of any request made by Grantee from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Grantee hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Grantee, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Grantee.
- 4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Grantee's solar energy and energy storage project in Perry County, Kentucky. To the extent

Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Grantee's development of its solar energy and energy storage project in Perry County, Kentucky.

5. **GRANTEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Grantee hereby represents, warrants and covenants to Landowner that:

- 5.1. **Insurance.** Grantee shall, at its expense, maintain a commercial general liability insurance policy insuring Grantee against loss or liability caused by Grantee's occupation and use of the Property under this Agreement, in an amount not less than Five Million Dollars (\$5,000,000.00) of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Grantee shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.2. **Indemnity.** Grantee will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Grantee's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.3. **Construction Liens.** Grantee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Grantee's use of the Property pursuant to this Agreement; provided, however, that if Grantee wishes to contest any such lien, Grantee shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.
- 5.4. **Hazardous Materials.** Grantee shall not violate, and shall indemnify Landowner against, any violation by Grantee or Grantee's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property. Grantee will provide Landowner with advance notice of any planned spraying of the Property with pesticides, herbicides or similar chemicals.

6. **ASSIGNMENT.** Grantee shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Grantees, employees, and agents. The Easement shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees, Grantees, employees, and agents.
7. **ENCUMBRANCE OF EASEMENTS.**
 - 7.1. Right to Encumber. Grantee and its successors and assigns may at any time mortgage to any entity (herein, a "**Lender**") all or any part of Grantee's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.
 - 7.2. Covenants for Lender's Benefit. Should Grantee or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Grantee and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:
 - 7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.
 - 7.2.2. A Lender shall have the right to do any act or thing required to be performed by Grantee or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Grantee's rights under this Agreement as if done by Grantee itself.
 - 7.2.3. No default that requires the giving of notice to Grantee or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Grantee, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) additional days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Landowner that it must foreclose on Grantee's interest or otherwise take possession of Grantee's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Grantee's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Grantee. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.
 - 7.2.4. In case of any termination of this Agreement as a result of any uncured default by Grantee, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within sixty (60) days after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this

Agreement by reason of default of Grantee, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Grantee and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

8. **Default and Termination.**

8.1. Grantee's Right to Terminate. Grantee shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Grantee's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Grantee and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within ninety (90) days after Grantee, or within one hundred and twenty (120) days in the case of all Lenders, receive the written notice, or, if cure will take longer than 90 days for Grantee, or 120 days for any Lender, Grantee or a Lender on Grantee's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Grantee shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Grantee's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Grantee installed below grade improvements to a level three (3) feet below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Grantee fails to remove such Electrical Line Facilities within eighteen (18) months after termination of this Agreement, Landowner may do so, in which case Grantee shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within thirty (30) days after receipt of an invoice from Landowner.

9. Miscellaneous.

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Grantee, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

Herman & Christine Grigsby
107 Wagon Wheel Drive
Bonnyman, Kentucky 41719
Telephone: 606-436-0670

If to Grantee:

Bright Mountain Solar LLC
Attn: Contracts Administration
2701 NW Vaughn Street, Suite 300
Portland, Oregon 97210

With copy to:

Bright Mountain Solar LLC
Attn: Land Management
2701 NW Vaughn Street, Suite 300
Portland, Oregon 97210
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Grantee respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

9.3. Successors and Assigns. This Agreement and the easements granted to Grantee hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Grantee hereunder shall inure to the benefit of and be binding upon Landowner and Grantee and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.

- 9.5. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND GRANTEE HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.
- 9.6. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.
- 9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Grantee may remove any or all of the Electrical Line Facilities at any time.

[Signature and acknowledgment pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LANDOWNER

Herman Grigsby
Herman Grigsby, Jr.

Christine Grigsby
Christine Grigsby

STATE OF Kentucky §
 §
COUNTY OF Perry §

The foregoing instrument was acknowledged before me this May 12, 2026 by Herman Grigsby, Jr.

WITNESS my hand and official seal, this the 12 day of May, 2026.

(AFFIX NOTARY SEAL OR STAMP)

[Signature]
Notary Public
My Commission Expires: 8-19-29
Notary ID: KYNP103979

STATE OF Kentucky §
 §
COUNTY OF Perry §

The foregoing instrument was acknowledged before me this May 12, 2026 by Christine Grigsby.

WITNESS my hand and official seal, this the 12 day of May, 2026.

(AFFIX NOTARY SEAL OR STAMP)

[Signature]
Notary Public
My Commission Expires: 8-19-29
Notary ID: KYNP103979

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"GRANTEE"

Bright Mountain Solar, LLC,
A Delaware limited liability company

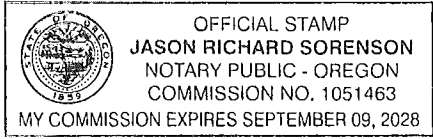
By: *Carrie Tracy*
Printed Name: **Carrie Tracy**
Title: Authorized Representative

By: *[Signature]*
Printed Name: **Heather Pingree**
Title: Authorized Representative

STATE OF OREGON)
)ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me May 21, 2026, by Carrie Tracy and Heather Pingree, Authorized Representatives of Bright Mountain Solar, LLC, a Delaware limited liability company, on its behalf.

Jason Sorenson
Notary Public
My commission expires: 9/09/2028
Commission No.: 1051463



This instrument prepared by:

[Signature]
D.J. Crass, Esq.
Bricker Graydon Wyatt, LLP
400 West Market Street, Suite 2000
Louisville, Kentucky 40202
502.562.7170

EXHIBIT A
Description of the Property

That certain tract or parcel of land lying and being in Perry County, Kentucky, identified as Parcel Number 074-00-00-009.00, and being more particularly bounded and described as follows:

Tract 1:

One tract or parcel of land lying and being in Perry County, Kentucky, on Second Creek a tributary of the North Fork of the Kentucky River and Bounded as follows:

Beginning at County Road at a small drain at James Campbell's line; thence with the drain to the top of point between Deep Hollow and Bee Branch; thence with top of ridge to Company Line; thence with said line to the top of spur to a rock marked "X"; being Bob Collins line, thence down the hill with Bob Collins line to the Bee Branch; thence down the Bee Branch to the County Road; thence down the creek with the County Road to the beginning, containing 25 acres, more or less.

Tract 2:

Lying and being in the County of Perry and State of Kentucky, and located on the Bee Branch, a tributary of the Lower Second Creek, also a tributary of the North Fork of the Kentucky River, and bounded as follows:

Beginning at the right gate post thence running with the upper edge of the road to the top of the hill near a Basket Oak Tree, to the center of the hill; thence with said line to a rock marked "X" and the fence to Lida Feltner and Bill Engle's line; thence with the fence to the beginning, containing 3 acres, more or less.

Tract 3:

A certain tract or parcel of land lying and being in Perry County, Kentucky, on Second Creek, a tributary of the North Fork of the Kentucky River and bounded as follows, to-wit:

BEGINNING at the mouth of the Bee Branch, at the confluence with the County road, thence running up the branch to directly opposite the corner of the Alamander Fugate house; thence a straight line from the branch to the corner of the house being the back side corner of the garden; thence running with the back of the garden to the drive way, thence backdown the hill with the drive way to the county road, at the mouth of the Bee Branch, the beginning corner, containing approximately $\frac{1}{4}$ acre.

Being a portion of the property conveyed from Alamander Fugate and his wife, Merline Fugate and Sallie C. Fugate a widow, to Herman Grigsby, Jr. and his wife, Christine Fugate in Deed dated January 28, 1975, and recorded in Deed Book 160, Page 352, in the Office of the Clerk of Perry County, Kentucky.

LESS AND EXCEPT THE FOLLOWING:

1. Property conveyed by Herman Grigsby, Jr., and Christine Grigsby to James L. Spencer in Deed dated January 12, 1980, and recorded in Deed Book 181, Page 388, in the Office of the Clerk of Perry County, Kentucky.
2. Property conveyed by Herman Grigsby, Jr., and Christine Grigsby to Charles Eddie Feltner in Deed dated January 12, 1980, and recorded in Deed Book 184, Page 392, in the Office of the Clerk of Perry County, Kentucky.
3. Property conveyed by Herman Grigsby, Jr., and Christine Grigsby to Jack Hurt in Deed dated January 12, 1980, and recorded in Deed Book 185, Page 523, in the Office of the Clerk of Perry County, Kentucky.
4. Property conveyed by Herman Grigsby, Jr., and Christine Grigsby to Edward Kirkland and Jacqueline Kirkland in Deed dated September 17, 2007, and recorded in Deed Book 334, Page 57, in the Office of the Clerk of Perry County, Kentucky.
5. Property conveyed by Herman Grigsby, Jr., and Christine Grigsby to Mitchell Grigsby in Deed dated September 16, 2019, and recorded in Deed Book 406, Page 326, in the Office of the Clerk of Perry County, Kentucky.
6. Property conveyed by Herman Grigsby, Jr., and Christine Grigsby to Debra Noble in Deed dated March 18, 2021, and recorded in Deed Book 414, Page 164 in the Office of the Clerk of Perry County, Kentucky.
7. Property conveyed by Herman Grigsby and Christine Grigsby to Mitchell Grigsby and April D. Grigsby in Deed dated September 7, 2023, and recorded in Deed Book 430, Page 746 in the Office of the Clerk of Perry County, Kentucky; as affected by Deed of Correction dated April 24, 2024, and recorded in Deed Book 435, Page 40.
8. Property conveyed by Herman Grigsby and Christine Grigsby to Harley Ethan Grigsby in Deed dated September 7, 2023 and recorded in Deed Book 430, Page 749 in the office of Clerk of Perry County, Kentucky.

EXHIBIT B
Depiction of the Easement Corridor

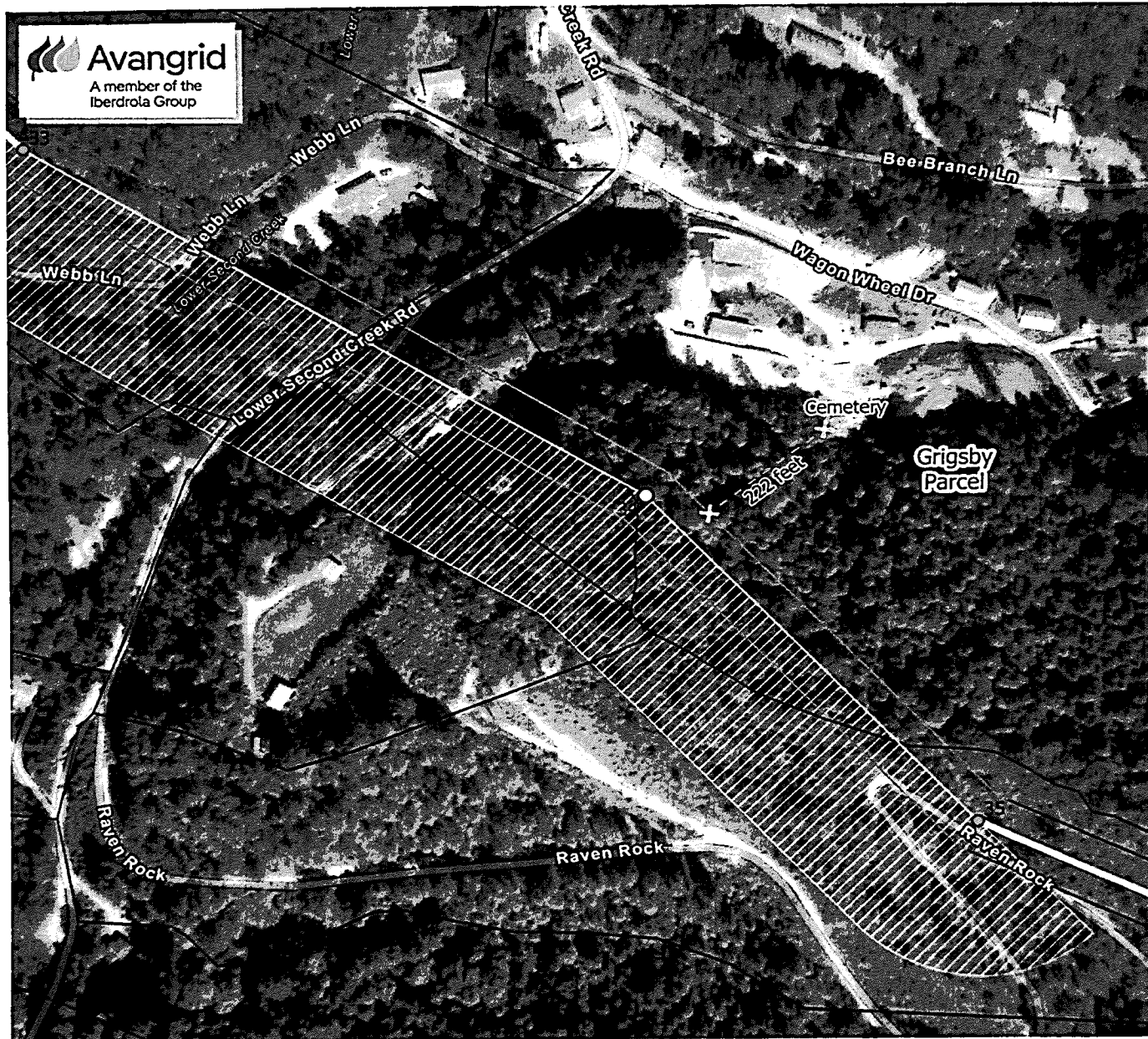
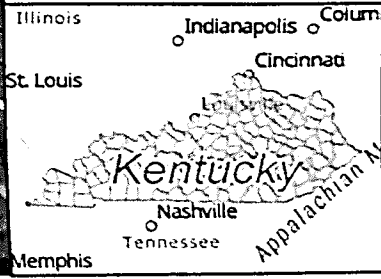
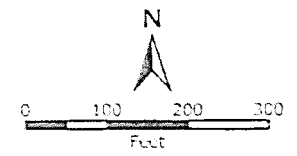


Exhibit B: Transmission line area of interest

Bright Mountain Solar
Perry County, KY

- Proposed transmission structures (area of interest)
- Proposed transmission structures (B&V 3/18/2026)
- Proposed transmission line (B&V 3/18/2026)
- Proposed transmission line (area of interest)
- ▭ 100' wide corridor
- ▭ 250' buffer
- Parcel boundaries (Bowman 4/23/26)



PERRY COUNTY
D449 PG298

Map prepared by the Kentucky Department of Transportation, Mountain Station, Mountain, KY 40375