

Response to December 6, 2023 Data Request

Bright Mountain Solar Project

Perry County, Kentucky

Case No. 2022-000274

Prepared by:



Bright Mountain Solar, LLC
a subsidiary of Avangrid Renewables, Inc.
2701 NW Vaughn Street, Suite 300
Portland, OR 97210

December 22, 2023

BRIGHT MOUNTAIN SOLAR, LLC'S RESPONSE TO STAFF'S December 6, 2023, DATA REQUEST

- 1. Describe any internal road improvements or maintenance that may occur prior to or during construction and operations of the project.**

There are existing internal access roads from the Facility site's prior use as a surface coal mine. These existing access roads have been incorporated into the design of the Facility to the extent practicable. Existing access roads that will be utilized for the Facility will be improved during the construction process. The exact nature of improvements will be identified prior to construction but will likely include compaction and the use of additional gravel. The design of the Facility also includes access roads in locations where existing access roads do not currently exist. Similarly, the exact specifications of internal access roads will be determined prior to construction but will likely consist of a base of compacted subsoil and smaller aggregate, and then a layer of larger aggregate. The access roads are anticipated to be approximately 14 feet in finished width.

- 2. Provide an updated site plan indicating any changes since the Application was filed.**

No changes to the site plan have been made since the application was filed on September 15, 2023.

- 3. Refer to Bright Mountain's response to Siting Board Staff's First Request for Information (Staff's First Request), Items 11 and 12, Exhibits E Exhibit F. Confirm that the tables provide the cumulative noise levels, including both construction activities and ambient noise for these receptors. If the cumulative levels are not provided, submit revised tables with the cumulative noise levels added for each receptor.**

The construction noise levels presented in the tables provided as Attachment F to Staff's First Request in response to Items 43 and 44 do represent cumulative levels of construction noise and ambient noise. As the expected construction noise levels provided in Table 2 of Attachment F exceed the estimated ambient level of 40 dBA by more than 10 dBA, the cumulative sound level during construction is the same as the sound levels presented in Table 2. When two sound levels are more than 10 dBA apart, their summation is the same as the highest level (e.g., 40 dBA + 55 dBA = 55 dBA).

As stated in the response to Item 44 of Staff's First Request, the cumulative noise levels during operation accounting for ambient noise are only predicted to exceed the estimated ambient noise level of 40 dBA at two receptors, 232 and 259. For clarity, revised tables with cumulative noise levels accounting for ambient noise are included as Attachment A.

- 4. Refer to Bright Mountain's response to Staff's First Request, Item 11, Attachment E, Receptor Distance Tables. Provide the business name and address for the non-residential structures identified as Receptor 11 and Receptor 162.**

Receptor 11 as listed on Table 2 of Attachment E in the response to Staff's First Request is Busy Pentecostal Church, located at 4374 Couchtown Road in Busy, Kentucky 41723. Receptor 162, as listed on the same table, is a United States Postal Service Post Office located at 8550 Kentucky Highway 451 in Yerkes, Kentucky 41778.

5. Refer to the Application, Tab 12, Site Assessment Report (SAR), Exhibit G, Figure 2-1. Receptor 13 and Receptor 101 are identified as commercial properties within 1,500 feet of the project. Provide the business name and address for these structures. Explain why they were not included in the list of non-residential structures Bright Mountain's response to Staff's First Request, Item 11 and Item 12.

Figure 2-1 included with Tab 12 Exhibit G was created earlier in the development process than the receptor distance tables included as Attachment E to the response to Staff's First Request. Additional receptor data review, subsequent to the development of Exhibit G, could not confirm that receptors 13 and 101 were commercial structures. Because desktop review or field verification did not clearly indicate that a structure was **not** residential, it was assumed that the structure was residential, in order to ensure that the most sensitive possible use of the structure was considered. Receptors 13 and 101 are listed as residential receptors and are included in Table 1 of Attachment E to the response to Staff's First Request.

6. Refer to Bright Mountain's response to Staff's First Request, Items 11 and 12, Attachment E and Attachment F. Explain why Receptor 6 (Pentecostal Church) and Receptor 200 (Wedding and Event Venue) were not included in the list of non-residential structures.

There is a Pentecostal Church in the area, which is represented by receptor 11 as identified in the response to Item 4. Receptor 6 has been identified as a residential receptor as it could not be clearly determined whether it was being used as a residence, as described in the response to Item 4. The Applicant is not aware of any affiliation between receptor 6 and the Busy Pentecostal Church.

Receptor 200 is the property of the Perfect Place Wedding and Event Venue. However, based upon Perry County parcel data and field verification, the property also seems to contain an occupied residence. Because residential is a more sensitive use of a structure than commercial, as described in the response to Item 4, receptor 200 was identified as a residential receptor and included on Table 1 of Attachment E to the response to Staff's First Request.

7. Refer to Bright Mountain's response to Staff's First Request, Items 11 and 12, Attachment E and Attachment F. Update the charts to include nonresidential receptors: 6, 13, 101, and 200; and, residential receptors: 89, 160, 161, 163, and 359.

As described in the responses to Items 5 and 6 above, receptors 6, 13, 101, and 200 have all been identified as residential receptors and are all already included in Attachments E and F to the response to Staff's First Request.

Receptors 160 and 163 are included in the tables in Attachments E and F.

Receptors 89, 161, and 359 are not included in Attachments E and F. Additional receptor data review indicated that these receptor points did not identify structures, and as such they were deleted from the receptor dataset.

8. Refer to the Application, Tab 12, SAR, Proposed Mitigation Measures, page 12. Also, refer to Bright Mountain's response to Staff's First Request, Item 40. Clarify if heavy construction activity is proposed between 7 a.m. through 9 a.m. or 7 a.m. through 7 p.m.

Noise producing construction activities will be limited to 7 a.m. through dusk, or until 7 p.m. when dusk is before 7 p.m., Monday through Saturday.

9. Provide the local roads that will be utilized for the construction of the transmission line. For each road, provide:

- a. A description of current traffic and road conditions, including the number of lanes, presence of shoulders and bridges, speed limit, and weight limits.**

The proposed transmission line route and the final location of associated structures are subject to further engineering design. At this stage of development, a contractor has not yet been engaged for construction of the transmission line and final information on the roadways to be used for construction is not available. In addition to the local roadways identified as part of the preferred access route to the Facility in the Traffic and Dust Study included with the Site Assessment Report as Exhibit F, segments of Flat Gap Road, Lower Second Creek Road, Days Lane, and Kentucky Highway 267 may be utilized for the construction of the transmission line. Days Lane and a segment of Flat Gap Road are aggregate, and the rest of the mentioned roadways are asphalt. In general, the asphalt roadways are narrow with no shoulders present, and the existing asphalt shows damage in some locations. There is a small concrete bridge on Lower Second Creek Road where it intersects with Flat Gap Road. As stated in the Traffic and Dust Study, the access route for Facility construction is limited in speed limit signage. The same is true of the roads which may be utilized for transmission line construction, which are limited in speed limit signage and do not have posted weight limits.

- b. Anticipated traffic impacts from transmission line construction activities, number of construction vehicle trips by type per day, load weights, and any stoppages that will be needed for construction.**

At this stage of development, a contractor has not yet been engaged for construction of the transmission line and details on the construction process including the number and type of vehicle trips necessary are not available.

- c. Any road or traffic mitigation measures that will be implemented before, during, or after transmission line construction.**

At this stage of development, a contractor has not yet been engaged for construction of the transmission line and details on traffic control of mitigation measures to be implemented are not available. The Applicant has discussed construction of the Facility and the transmission line with Perry County (see response to Item 10) and the Applicant will continue to coordinate with Perry County to ensure any impacts to traffic or roadways as a result of construction are minimized.

10. Provide any agreement with Perry County in relation to the transmission line.

The Applicant has entered into an overhead electrical line easement agreement with Perry County. That agreement, which is regarding crossings of public roads and any necessary access road entrances, is included as Attachment B.

11. Provide the distances between transmission line structures and the closest residence(s) to each structure along the transmission line route. Indicate whether the closest residences are participating landowners.

A table providing the distances between each transmission line structure and the five closest residential receptors is included as Attachment C. Transmission Line structures were assigned an ID number in ascending order from 1 closest to the generation Facility to 64 closest to the POI at the Bonnyman substation.

12. Refer to the Application, Tab 11, Socioeconomic Report. Also, refer to Bright Mountain's response to Staff's First Request, Items 56 and 57. Provide estimates of annual tax payments that would be made to Perry County, individual local entities within the County, and to the Commonwealth of Kentucky in the absence of a Payment in Lieu of Taxes (PILOT) agreement.

At this time, the Applicant has not modeled estimated annual tax payments that would be made in the absence of a Payment in Lieu of Taxes (PILOT) and does not anticipate doing so because the Applicant has instead engaged in productive communications with Perry County regarding execution of a PILOT agreement. While those discussions are confidential, they have progressed to the point that the Applicant believes a PILOT agreement will be executed as soon as practicable after issuance of the proposed construction certificate for the Facility. The Applicant also understands that if the Board would like further information on the discussions regarding the PILOT and Industrial Revenue Bond (IRB), it can contact counsel for Perry County, Jim Parsons at the firm Keating Muething & Klekamp PLL.

**Bright Mountain Solar Project
December 6, 2023 Data Request
Case No. 2022-00274**



**Attachment A – Revised Noise
Level Tables Including
Ambient Noise**

Table 1. Cumulative Expected Noise Levels During Construction and Operation, with Inclusion of the Existing Ambient Noise Level of 40dBA

Receptor ID	Structure Type	Participating Status	Sound Pressure Level (dBA)		
			Construction (Based on Distance to Closest PV Panel)	Operation	
				Fixed-Tilt Layout	Single-Axis Layout
NSR6	Residential	Nonparticipating	61	40	40
NSR8	Residential	Nonparticipating	60	40	40
NSR11	Church	Nonparticipating	62	40	40
NSR12	Residential	Nonparticipating	62	40	40
NSR13	Residential	Nonparticipating	62	40	40
NSR31	Residential	Nonparticipating	61	40	40
NSR66	Residential	Nonparticipating	62	40	40
NSR77	Residential	Nonparticipating	58	40	40
NSR78	Residential	Nonparticipating	62	40	40
NSR79	Residential	Nonparticipating	58	40	40
NSR80	Residential	Nonparticipating	67	40	40
NSR82	Residential	Nonparticipating	58	40	40
NSR85	Residential	Nonparticipating	61	40	40
NSR87	Residential	Nonparticipating	59	40	40
NSR88	Residential	Nonparticipating	63	40	40
NSR94	Residential	Nonparticipating	62	40	40
NSR96	Residential	Nonparticipating	60	40	40
NSR99	Residential	Nonparticipating	59	40	40
NSR101	Residential	Nonparticipating	65	40	40
NSR102	Residential	Nonparticipating	61	40	40
NSR105	Residential	Nonparticipating	58	40	40
NSR107	Residential	Nonparticipating	64	40	40
NSR108	Residential	Nonparticipating	58	40	40
NSR110	Residential	Nonparticipating	62	40	40
NSR115	Residential	Participating	67	40	40
NSR116	Residential	Nonparticipating	61	40	40
NSR120	Residential	Nonparticipating	59	40	40
NSR122	Residential	Nonparticipating	62	40	40
NSR123	Residential	Nonparticipating	58	40	40
NSR124	Residential	Nonparticipating	57	40	40
NSR125	Residential	Nonparticipating	61	40	40
NSR127	Residential	Nonparticipating	62	40	40
NSR129	Residential	Nonparticipating	59	40	40

Receptor ID	Structure Type	Participating Status	Sound Pressure Level (dBA)		
			Construction (Based on Distance to Closest PV Panel)	Operation	
				Fixed-Tilt Layout	Single-Axis Layout
NSR132	Residential	Nonparticipating	62	40	40
NSR140	Residential	Nonparticipating	58	40	40
NSR141	Residential	Nonparticipating	62	40	40
NSR144	Residential	Nonparticipating	58	40	40
NSR147	Residential	Nonparticipating	60	40	40
NSR148	Residential	Nonparticipating	62	40	40
NSR149	Residential	Nonparticipating	63	40	40
NSR155	Residential	Nonparticipating	58	40	40
NSR157	Residential	Nonparticipating	58	40	40
NSR159	Residential	Nonparticipating	61	40	40
NSR160	Residential	Nonparticipating	63	40	40
NSR162	Post Office	Nonparticipating	61	40	40
NSR163	Residential	Nonparticipating	63	40	40
NSR168	Residential	Nonparticipating	62	40	40
NSR175	Residential	Nonparticipating	60	40	40
NSR180	Residential	Nonparticipating	63	40	40
NSR181	Residential	Nonparticipating	63	40	40
NSR188	Residential	Nonparticipating	63	40	40
NSR193	Residential	Nonparticipating	57	40	40
NSR196	Residential	Nonparticipating	64	40	40
NSR200	Residential	Nonparticipating	63	40	40
NSR201	Residential	Nonparticipating	64	40	40
NSR202	Residential	Nonparticipating	61	40	40
NSR203	Residential	Nonparticipating	62	40	40
NSR208	Residential	Nonparticipating	57	40	40
NSR209	Residential	Nonparticipating	61	40	40
NSR211	Residential	Nonparticipating	63	40	40
NSR212	Residential	Nonparticipating	63	40	40
NSR213	Residential	Nonparticipating	59	40	40
NSR214	Residential	Nonparticipating	58	40	40
NSR215	Residential	Nonparticipating	63	40	40
NSR217	Residential	Nonparticipating	56	40	40
NSR219	Residential	Nonparticipating	62	40	40
NSR220	Residential	Nonparticipating	58	40	40
NSR221	Residential	Nonparticipating	61	40	40

Receptor ID	Structure Type	Participating Status	Sound Pressure Level (dBA)		
			Construction (Based on Distance to Closest PV Panel)	Operation	
				Fixed-Tilt Layout	Single-Axis Layout
NSR227	Residential	Nonparticipating	63	40	40
NSR228	Residential	Nonparticipating	67	40	40
NSR232	Residential	Participating	66	44	43
NSR238	Residential	Nonparticipating	58	40	40
NSR239	Residential	Nonparticipating	63	40	40
NSR243	Residential	Nonparticipating	58	40	40
NSR244	Residential	Nonparticipating	62	40	40
NSR249	Residential	Nonparticipating	58	40	40
NSR250	Residential	Nonparticipating	61	40	40
NSR251	Residential	Nonparticipating	62	40	40
NSR254	Residential	Nonparticipating	59	40	40
NSR255	Residential	Nonparticipating	59	40	40
NSR259	Residential	Nonparticipating	68	42	41
NSR264	Residential	Nonparticipating	62	40	40
NSR265	Residential	Nonparticipating	65	40	40
NSR266	Residential	Nonparticipating	62	40	40
NSR267	Residential	Nonparticipating	63	40	40
NSR272	Residential	Nonparticipating	59	40	40
NSR273	Residential	Nonparticipating	60	40	40
NSR276	Residential	Nonparticipating	58	40	40
NSR281	Residential	Nonparticipating	57	40	40
NSR283	Residential	Nonparticipating	58	40	40
NSR284	Residential	Nonparticipating	61	40	40
NSR286	Residential	Nonparticipating	62	40	40
NSR288	Residential	Nonparticipating	59	40	40
NSR290	Residential	Participating	66	40	40
NSR297	Residential	Nonparticipating	58	40	40
NSR304	Residential	Nonparticipating	61	40	40
NSR305	Residential	Nonparticipating	60	40	40
NSR309	Residential	Nonparticipating	62	40	40
NSR310	Residential	Nonparticipating	58	40	40
NSR314	Residential	Nonparticipating	59	40	40
NSR320	Residential	Nonparticipating	58	40	40
NSR321	Residential	Nonparticipating	58	40	40
NSR324	Residential	Nonparticipating	63	40	40

Receptor ID	Structure Type	Participating Status	Sound Pressure Level (dBA)		
			Construction (Based on Distance to Closest PV Panel)	Operation	
				Fixed-Tilt Layout	Single-Axis Layout
NSR326	Residential	Nonparticipating	57	40	40
NSR331	Residential	Nonparticipating	63	40	40
NSR332	Residential	Nonparticipating	61	40	40
NSR334	Residential	Nonparticipating	68	40	40
NSR335	Residential	Nonparticipating	60	40	40
NSR341	Residential	Nonparticipating	63	40	40
NSR343	Residential	Nonparticipating	60	40	40
NSR344	Residential	Nonparticipating	59	40	40
NSR347	Residential	Nonparticipating	58	40	40
NSR348	Residential	Nonparticipating	62	40	40
NSR350	Residential	Nonparticipating	65	40	40
NSR351	Residential	Nonparticipating	60	40	40
NSR352	Residential	Nonparticipating	63	40	40
NSR353	Residential	Nonparticipating	60	40	40
NSR356	Residential	Nonparticipating	58	40	40
NSR357	Residential	Nonparticipating	61	40	40
NSR362	Residential	Nonparticipating	58	40	40
NSR366	Residential	Nonparticipating	60	40	40

Table 2. Cumulative Expected Noise Levels and Potential Maximum Levels During Construction, with Inclusion of Existing Ambient Noise Level of 40dBA

Receptor ID	Structure Type	Participating Status	Construction Sound Pressure Level (dBA) Based on Distance to Project Boundary	
			Expected	Potential Maximum (Expected + 10 dBA)
NSR6	Residential	Nonparticipating	61	71
NSR8	Residential	Nonparticipating	60	70
NSR11	Church	Nonparticipating	62	72
NSR12	Residential	Nonparticipating	62	72
NSR13	Residential	Nonparticipating	62	72
NSR31	Residential	Nonparticipating	61	71
NSR66	Residential	Nonparticipating	62	72
NSR77	Residential	Nonparticipating	58	68
NSR78	Residential	Nonparticipating	62	72
NSR79	Residential	Nonparticipating	58	68
NSR80	Residential	Nonparticipating	67	77
NSR82	Residential	Nonparticipating	58	68
NSR85	Residential	Nonparticipating	61	71
NSR87	Residential	Nonparticipating	59	69
NSR88	Residential	Nonparticipating	63	73
NSR94	Residential	Nonparticipating	62	72
NSR96	Residential	Nonparticipating	60	70
NSR99	Residential	Nonparticipating	59	69
NSR101	Residential	Nonparticipating	65	75
NSR102	Residential	Nonparticipating	61	71
NSR105	Residential	Nonparticipating	58	68
NSR107	Residential	Nonparticipating	64	74
NSR108	Residential	Nonparticipating	58	68
NSR110	Residential	Nonparticipating	62	72
NSR115	Residential	Participating	67	77
NSR116	Residential	Nonparticipating	61	71
NSR120	Residential	Nonparticipating	59	69
NSR122	Residential	Nonparticipating	62	72
NSR123	Residential	Nonparticipating	58	68
NSR124	Residential	Nonparticipating	57	67
NSR125	Residential	Nonparticipating	61	71
NSR127	Residential	Nonparticipating	62	72
NSR129	Residential	Nonparticipating	59	69

Receptor ID	Structure Type	Participating Status	Construction Sound Pressure Level (dBA) Based on Distance to Project Boundary	
			Expected	Potential Maximum (Expected + 10 dBA)
NSR132	Residential	Nonparticipating	62	72
NSR140	Residential	Nonparticipating	58	68
NSR141	Residential	Nonparticipating	62	72
NSR144	Residential	Nonparticipating	58	68
NSR147	Residential	Nonparticipating	60	70
NSR148	Residential	Nonparticipating	62	72
NSR149	Residential	Nonparticipating	63	73
NSR155	Residential	Nonparticipating	58	68
NSR157	Residential	Nonparticipating	58	68
NSR159	Residential	Nonparticipating	61	71
NSR160	Residential	Nonparticipating	63	73
NSR162	Post Office	Nonparticipating	61	71
NSR163	Residential	Nonparticipating	63	73
NSR168	Residential	Nonparticipating	62	72
NSR175	Residential	Nonparticipating	60	70
NSR180	Residential	Nonparticipating	63	73
NSR181	Residential	Nonparticipating	63	73
NSR188	Residential	Nonparticipating	63	73
NSR193	Residential	Nonparticipating	57	67
NSR196	Residential	Nonparticipating	64	74
NSR200	Residential	Nonparticipating	63	73
NSR201	Residential	Nonparticipating	64	74
NSR202	Residential	Nonparticipating	61	71
NSR203	Residential	Nonparticipating	62	72
NSR208	Residential	Nonparticipating	57	67
NSR209	Residential	Nonparticipating	61	71
NSR211	Residential	Nonparticipating	63	73
NSR212	Residential	Nonparticipating	63	73
NSR213	Residential	Nonparticipating	59	69
NSR214	Residential	Nonparticipating	58	68
NSR215	Residential	Nonparticipating	63	73
NSR217	Residential	Nonparticipating	56	66
NSR219	Residential	Nonparticipating	62	72
NSR220	Residential	Nonparticipating	58	68
NSR221	Residential	Nonparticipating	61	71

Receptor ID	Structure Type	Participating Status	Construction Sound Pressure Level (dBA) Based on Distance to Project Boundary	
			Expected	Potential Maximum (Expected + 10 dBA)
NSR227	Residential	Nonparticipating	63	73
NSR228	Residential	Nonparticipating	67	77
NSR232	Residential	Participating	66	76
NSR238	Residential	Nonparticipating	58	68
NSR239	Residential	Nonparticipating	63	73
NSR243	Residential	Nonparticipating	58	68
NSR244	Residential	Nonparticipating	62	72
NSR249	Residential	Nonparticipating	58	68
NSR250	Residential	Nonparticipating	61	71
NSR251	Residential	Nonparticipating	62	72
NSR254	Residential	Nonparticipating	59	69
NSR255	Residential	Nonparticipating	59	69
NSR259	Residential	Nonparticipating	68	78
NSR264	Residential	Nonparticipating	62	72
NSR265	Residential	Nonparticipating	65	75
NSR266	Residential	Nonparticipating	62	72
NSR267	Residential	Nonparticipating	63	73
NSR272	Residential	Nonparticipating	59	69
NSR273	Residential	Nonparticipating	60	70
NSR276	Residential	Nonparticipating	58	68
NSR281	Residential	Nonparticipating	57	67
NSR283	Residential	Nonparticipating	58	68
NSR284	Residential	Nonparticipating	61	71
NSR286	Residential	Nonparticipating	62	72
NSR288	Residential	Nonparticipating	59	69
NSR290	Residential	Participating	66	76
NSR297	Residential	Nonparticipating	58	68
NSR304	Residential	Nonparticipating	61	71
NSR305	Residential	Nonparticipating	60	70
NSR309	Residential	Nonparticipating	62	72
NSR310	Residential	Nonparticipating	58	68
NSR314	Residential	Nonparticipating	59	69
NSR320	Residential	Nonparticipating	58	68
NSR321	Residential	Nonparticipating	58	68
NSR324	Residential	Nonparticipating	63	73

Receptor ID	Structure Type	Participating Status	Construction Sound Pressure Level (dBA) Based on Distance to Project Boundary	
			Expected	Potential Maximum (Expected + 10 dBA)
NSR326	Residential	Nonparticipating	57	67
NSR331	Residential	Nonparticipating	63	73
NSR332	Residential	Nonparticipating	61	71
NSR334	Residential	Nonparticipating	68	78
NSR335	Residential	Nonparticipating	60	70
NSR341	Residential	Nonparticipating	63	73
NSR343	Residential	Nonparticipating	60	70
NSR344	Residential	Nonparticipating	59	69
NSR347	Residential	Nonparticipating	58	68
NSR348	Residential	Nonparticipating	62	72
NSR350	Residential	Nonparticipating	65	75
NSR351	Residential	Nonparticipating	60	70
NSR352	Residential	Nonparticipating	63	73
NSR353	Residential	Nonparticipating	60	70
NSR356	Residential	Nonparticipating	58	68
NSR357	Residential	Nonparticipating	61	71
NSR362	Residential	Nonparticipating	58	68
NSR366	Residential	Nonparticipating	60	70

Bright Mountain Solar Project
December 6, 2023 Data Request
Case No. 2022-00274



Attachment B – Transmission Line
Overhead Electrical Line
Easement Agreement

THIS INSTRUMENT WAS DRAFTED BY:

Aurora Solar LLC
Attn: Land Management
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Telephone: 503.796.7167

RECORDED
SEP 27 2023
CLERK

AFTER RECORDING PLEASE RETURN TO:

Winthrop & Weinstine
Attn: Krista A. Bengston-Cook
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Telephone: 612.604.6629

**OVERHEAD ELECTRICAL LINE EASEMENT
AGREEMENT**

by and between

Perry County, Kentucky

as the Landowner

and

AURORA SOLAR LLC, an Oregon limited liability company
as the Lessee

Dated August 31st, 2023

PREPARED BY:

Aurora Solar LLC
Attn: Land Management
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Telephone: 503.796.7167

AFTER RECORDING RETURN TO:

Winthrop & Weinstine
Attn: Krista A. Bengston-Cook
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Telephone: 612.604.6629

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

OVERHEAD ELECTRICAL LINE AND ROAD EASEMENT AGREEMENT

THIS OVERHEAD ELECTRICAL LINE AND ROAD EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of August 31st, 2023 (the "**Effective Date**") by and between **Perry County, Kentucky** ("**Landowner**") and **Aurora Solar LLC**, an Oregon limited liability company ("**Aurora**").

1. **GRANT OF EASEMENTS.**

- 1.1 **Transmission Line Crossing Easements.** Landowner owns those certain public road rights of way located in Perry County, Kentucky, identified on Exhibit A-1 and Exhibit A-2 attached hereto and incorporated herein by this reference (the "**Roads**"). As part of a solar energy and energy storage project (the "**Project**"), Aurora desires to construct and operate an overhead transmission line that will span across the Roads in several locations. As of the Effective Date, it is expected that the Roads to be crossed are those identified on Exhibit A-1 and the location of those crossings (the "**Crossing Points**") will be the areas depicted on Exhibit A-3 attached hereto and incorporated herein by this reference. Landowner hereby grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns, 100-foot-wide easements, at each of the Crossing Points depicted on Exhibit A-3 (the "**TL Crossing Easement Areas**"), for the installation and operation of lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses (the "**TL Crossing Easement**").
- 1.2 **Project Access Road Abutment Rights.** Aurora also desires to construct and use several access roads to serve the Project, some of which access roads will abut to and connect with Roads. As of the Effective Date, it is expected that Project access roads will abut with and connect to the roads identified on Exhibit A-2 at the locations depicted on Exhibit A-3 (the "**Abutment Areas**"). Landowner hereby grants to Aurora the right to connect its access roads to the Roads (the "**Abutment Rights**") at the Abutment Areas.
- 1.3 **Changes in TL Crossing Easement Areas or Abutment Areas.** In the event Aurora desires to alter the planned location of one or more of the TL Crossing Easement Areas or the

Abutment Areas, Aurora shall notify Landowner and Landowner agrees not to unreasonably withhold approval of Aurora's request. At such time as Aurora has finalized its plans for the location of the transmission line and Project access roads, Landowner and Aurora agree to amend this Agreement to replace Exhibit A-3 with a more precise description of the TL Crossing Easement Areas and the Abutment Areas.

- 1.4 Commercial Purposes. The parties declare that the TL Crossing Easement and the Abutment Rights granted herein are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that this Agreement and the rights granted herein are freely assignable and not personal to Aurora. Landowner and Aurora hereby agree that the TL Crossing Easement, the Abutment Rights and this Agreement are a "utility easement" pursuant to KRS 382.135(2)(e).

2. **TERM.** The term of this Agreement shall commence upon the Effective date and shall expire upon the earlier to occur of (a) the ninety (90) year anniversary of the Effective Date; or (2) the date that the Project has permanently ceased operations and all improvements related thereto have been removed.

3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that One Dollar (\$1) and other valuable consideration has been paid for the Easement.

4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein, that (a) 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 Aurora the Easement and other rights granted hereunder; (b) 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 Roads are signing this Agreement as Landowner; (c) when signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms; and (d) this Agreement is the only Agreement Aurora is required to obtain from Landowner for the Project relating to the use of county roads, the connection of project access roads to county roads and the overhead passage of electrical and communications wires and other improvements over county roads, and that other agreements, such as a Road Haul Agreement, will not be required for the Project.

5. **AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Aurora hereby represents, warrants and covenants to Landowner that:
 - 5.1. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Roads 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. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.

5.2. Indemnity. Aurora 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 Aurora's exercise of its easement rights, 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.

5.3. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora'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 Roads.

6. **ASSIGNMENT**. Aurora 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 Roads 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, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, employees, and agents.

7. **ENCUMBRANCE OF EASEMENTS**.

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora'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 Aurora 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, Aurora 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 Aurora 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 Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora 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

Aurora, 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 Aurora's interest or otherwise take possession of Aurora'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 Aurora'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 Aurora. 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 Aurora, 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 Aurora, 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 Aurora 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. Aurora's Right to Terminate. Aurora 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 Roads at any time, effective upon thirty (30) days' written notice to Landowner. If such termination is as to only part of the Roads, this Agreement shall remain in effect as to the remainder of the Roads.

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 Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora 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 Aurora, 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 Aurora, or 120 days for any Lender, Aurora or a Lender on Aurora'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 Roads or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Roads, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all of Aurora's improvements located above the Roads.

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 Aurora, 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:

County of Perry
PO Drawer 210
Hazen, KY 41702

If to Aurora:

Aurora Solar LLC
Attn: Contracts Administration
2701 NW Vaughn Street, Ste. 300
Portland, Oregon 97210

With copy to:

Aurora Solar LLC
Attn: Land Management
2701 NW Vaughn Street, Ste. 300
Portland, Oregon 97210
Facsimile: (503) 796-6901
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 Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Roads, 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 Aurora hereunder shall burden the Roads and shall run with the Roads. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora 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 AURORA 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.

[Signature and acknowledgment pages follow]

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

COUNTY OF PERRY

By: Scott Alexander
Printed Name: Scott ALEXANDER
Title: Judge Executive

STATE OF Kentucky §
COUNTY OF Perry §

The foregoing instrument was acknowledged before me this 22nd day of August, 2023 by Scott Alexander, Judge Executive of Perry County, Kentucky.

WITNESS my hand and official seal, this the 22nd day of August, 2023

(AFFIX NOTARY SEAL OR STAMP)

Holly Caudin
Notary Public
My Commission Expires: 9-12-23

Notary ID: 631266

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

"AURORA"

Aurora Solar LLC,
an Oregon limited liability company

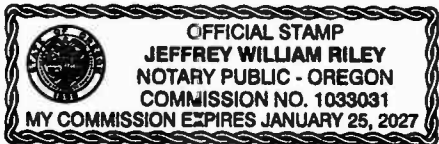
By: *Carrie Tracy*
Printed Name: Carrie Tracy
Title: Authorized Representative

By: *Stephanie La Pier*
Printed Name: Stephanie La Pier
Title: Authorized Representative

STATE OF OREGON)
)ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me August 31st, 2023, by Carrie Tracy and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.

Jeffrey Riley



Notary Public
My commission expires: January 25th, 2027
Commission No.: 1033031

EXHIBIT A-1

Identification of the Roads Crossed by Transmission Line

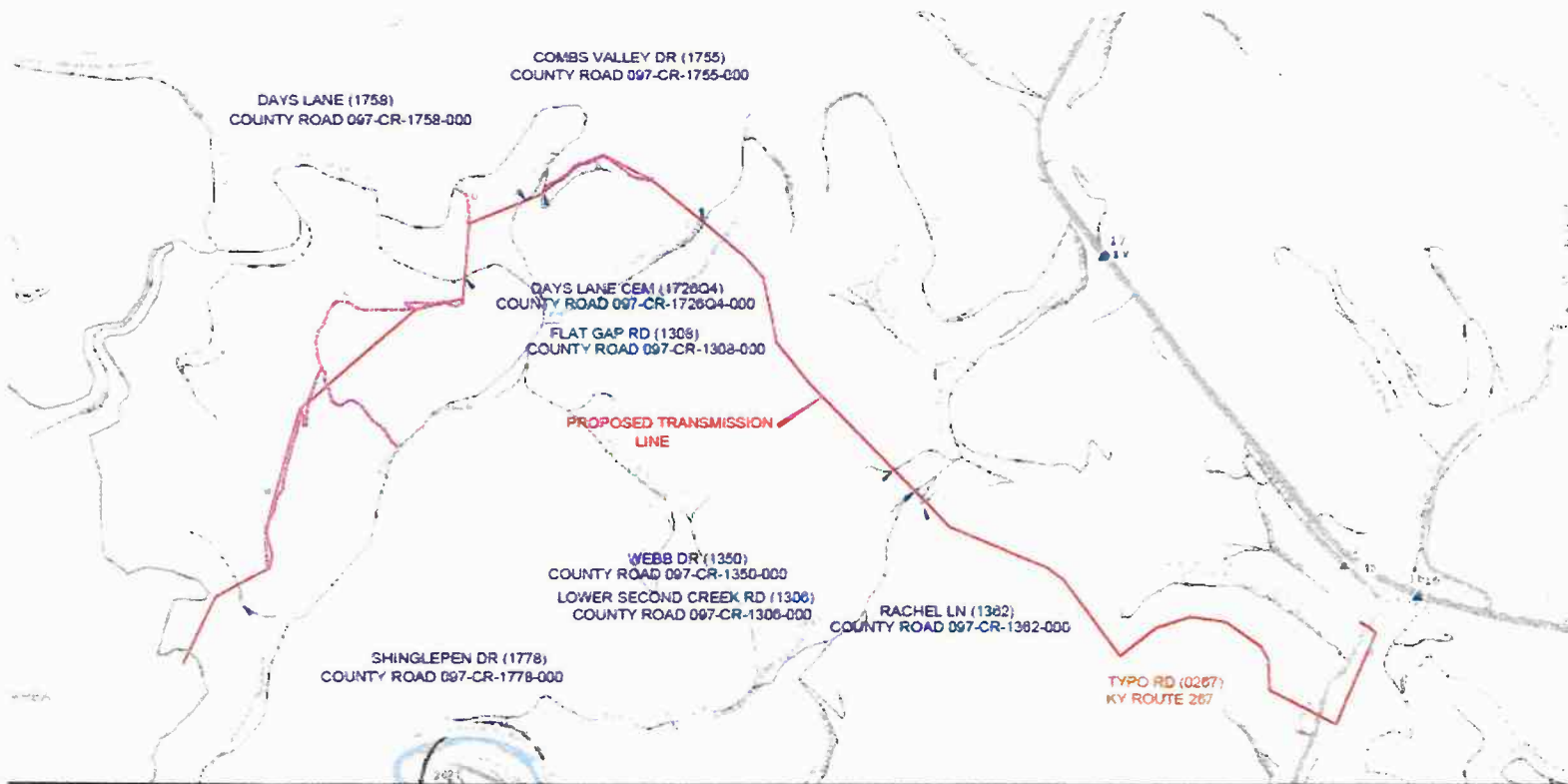
1. Shinglepen Dr. (1778); County Road 097-CR-1778-000
2. Flat Gap Rd. (1308); County Road 097-CR-1308-000
3. Days Lane (1758); County Road 097-CR-1758-000
4. Days Lane Cem (1726Q4); County Road 097-CR-1726Q4-000
5. Combs Valley Dr. (1755); County Road 097-CR-1755-0000
6. Webb Dr. (1350); County Road 097-CR-1350-000
7. Lower Second Creek Rd (1306); County Road 097-CR-1306-000
8. Rachel Ln. (1362); County Road 097-CR-1362-000
9. Typo Rd (0267); Ky Route 267 (two crossings)

EXHIBIT A-2

Identification of Roads Abutted by Project Access Roads

1. Lower Pigeonroost Road (1774); County Road 097-CR-1774-0000
2. Flat Gap Rd. (1308); County Road 097-CR-1308-000
3. Days Lane Cem (1726Q4); County Road 097-CR-1726Q4-000

- 4.



ROAD INFORMATION

ROAD INFORMATION CONTAINS THE FOLLOWING INFORMATION: ROAD NAME, COUNTY ROAD NUMBER, ROAD TYPE, ROAD STATUS, ROAD WIDTH, ROAD SURFACE, ROAD GRADE, ROAD ALIGNMENT, ROAD RIGHT-OF-WAY, ROAD EASEMENTS, ROAD UTILITIES, ROAD OBSTRUCTIONS, ROAD RESTRICTIONS, ROAD REGULATIONS, ROAD MAINTENANCE, ROAD REPAIRS, ROAD IMPROVEMENTS, ROAD CONSTRUCTION, ROAD CLOSURES, ROAD DIVERSIONS, ROAD ACCIDENTS, ROAD VIOLATIONS, ROAD ENFORCEMENT, ROAD SAFETY, ROAD SECURITY, ROAD TERRORISM, ROAD HAZARDS, ROAD RISKS, ROAD MITIGATION, ROAD RESILIENCE, ROAD ADAPTATION, ROAD CLIMATE CHANGE, ROAD SUSTAINABILITY, ROAD QUALITY, ROAD PERFORMANCE, ROAD EFFICIENCY, ROAD PRODUCTIVITY, ROAD COMPETITIVENESS, ROAD INNOVATION, ROAD TECHNOLOGY, ROAD INFRASTRUCTURE, ROAD NETWORK, ROAD CONNECTIVITY, ROAD ACCESSIBILITY, ROAD EQUITY, ROAD INCLUSIVITY, ROAD RESILIENCE, ROAD ADAPTATION, ROAD CLIMATE CHANGE, ROAD SUSTAINABILITY, ROAD QUALITY, ROAD PERFORMANCE, ROAD EFFICIENCY, ROAD PRODUCTIVITY, ROAD COMPETITIVENESS, ROAD INNOVATION, ROAD TECHNOLOGY, ROAD INFRASTRUCTURE, ROAD NETWORK, ROAD CONNECTIVITY, ROAD ACCESSIBILITY, ROAD EQUITY, ROAD INCLUSIVITY.

1. Name of the road	2. County Road Number	3. Road Type	4. Road Status	5. Road Width	6. Road Surface	7. Road Grade	8. Road Alignment	9. Road Right-of-Way	10. Road Easements	11. Road Utilities	12. Road Obstructions	13. Road Restrictions	14. Road Regulations	15. Road Maintenance	16. Road Repairs	17. Road Improvements	18. Road Closures	19. Road Diversions	20. Road Accidents	21. Road Violations	22. Road Enforcement	23. Road Safety	24. Road Security	25. Road Terrorism	26. Road Hazards	27. Road Risks	28. Road Mitigation	29. Road Resilience	30. Road Adaptation	31. Road Climate Change	32. Road Sustainability	33. Road Quality	34. Road Performance	35. Road Efficiency	36. Road Productivity	37. Road Competitiveness	38. Road Innovation	39. Road Technology	40. Road Infrastructure	41. Road Network	42. Road Connectivity	43. Road Accessibility	44. Road Equity	45. Road Inclusivity
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LEGEND

- PROPOSED POWER LINE
- STATE HIGHWAY
- COUNTY ROAD
- PROPOSED SITE AREA
- PROPOSED ACCESS ROAD

BRIGHT MOUNTAIN TRANSMISSION LINE

TRANSMISSION LINE ROAD CROSSING
EXHIBIT MAP AS OF JUNE 29, 2022

STATE OF KENTUCKY

COUNTY OF PERRY

I, WAYNE NAPIER, CLERK OF THE STATE AND COUNTY AFORESAID DO
CERTIFY THAT THE FOREGOING INSTRUMENT WAS LODGED FOR RECORD IN
MY OFFICE AND THE FOREGOING CERTIFICATE HAS BEEN RECORDED IN

Deed BOOK NO. 431 PAGE 259.

WITNESS BY MY HAND THIS 27 DAY OF September 2023.

WAYNE NAPIER
PERRY COUNTY CLERK

BY Conny Bates D.C.

**Bright Mountain Solar Project
December 6, 2023 Data Request
Case No. 2022-00274**



**Attachment C – Transmission Line
Residence Distance Table**

Transmission Line Structure ID	Receptor to Structure Distance (ft)	Receptor ID	Participation Status
1	795	115	Participating
	948	290	Participating
	990	180	Not Participating
	1019	212	Not Participating
	1027	110	Not Participating
2	672	115	Participating
	829	290	Participating
	931	180	Not Participating
	950	212	Not Participating
	991	110	Not Participating
3	482	115	Participating
	645	290	Participating
	869	180	Not Participating
	869	212	Not Participating
	895	80	Not Participating
4	295	115	Participating
	388	290	Participating
	396	80	Not Participating
	449	228	Not Participating
	570	334	Not Participating
5	327	80	Not Participating
	382	228	Not Participating
	418	88	Not Participating
	528	334	Not Participating
	551	290	Participating
6	407	80	Not Participating
	421	228	Not Participating
	519	334	Not Participating
	532	88	Not Participating
	699	127	Not Participating
7	489	334	Not Participating
	509	228	Not Participating
	562	80	Not Participating
	647	259	Not Participating
	833	88	Not Participating
8	814	334	Not Participating
	856	259	Not Participating
	887	228	Not Participating
	954	80	Not Participating
	1065	211	Not Participating
9	900	211	Not Participating
	1031	267	Not Participating

Transmission Line Structure ID	Receptor to Structure Distance (ft)	Receptor ID	Participation Status
	1117	239	Not Participating
	1145	259	Not Participating
	1160	334	Not Participating
10	866	211	Not Participating
	978	267	Not Participating
	1062	239	Not Participating
	1313	173	Not Participating
	1318	85	Not Participating
11	955	211	Not Participating
	1022	267	Not Participating
	1083	85	Not Participating
	1092	239	Not Participating
	1126	305	Not Participating
12	1056	173	Not Participating
	1178	85	Not Participating
	1201	305	Not Participating
	1281	211	Not Participating
	1327	267	Not Participating
13	1019	173	Not Participating
	1240	85	Not Participating
	1256	305	Not Participating
	1364	135	Not Participating
	1410	211	Not Participating
14	998	173	Not Participating
	1264	135	Not Participating
	1307	338	Not Participating
	1345	85	Not Participating
	1352	305	Not Participating
15	1005	338	Not Participating
	1050	173	Not Participating
	1146	135	Not Participating
	1225	174	Not Participating
	1266	28	Not Participating
16	794	338	Not Participating
	964	174	Not Participating
	1120	135	Not Participating
	1159	173	Not Participating
	1203	28	Not Participating
17	621	338	Not Participating
	701	174	Not Participating
	1018	325	Not Participating
	1114	177	Not Participating

Transmission Line Structure ID	Receptor to Structure Distance (ft)	Receptor ID	Participation Status
	1119	246	Not Participating
18	540	174	Not Participating
	554	338	Not Participating
	892	325	Not Participating
	971	246	Not Participating
	1035	177	Not Participating
19	260	174	Not Participating
	684	338	Not Participating
	782	114	Not Participating
	846	246	Not Participating
	849	325	Not Participating
20	137	174	Not Participating
	544	114	Not Participating
	801	323	Not Participating
	816	246	Not Participating
	851	338	Not Participating
21	156	174	Not Participating
	541	114	Not Participating
	545	323	Not Participating
	566	246	Not Participating
	684	325	Not Participating
22	167	171	Not Participating
	236	323	Not Participating
	274	246	Not Participating
	349	178	Not Participating
	525	325	Not Participating
23	463	333	Not Participating
	463	298	Not Participating
	481	323	Not Participating
	516	151	Not Participating
	607	113	Not Participating
24	565	333	Not Participating
	588	151	Not Participating
	613	298	Not Participating
	752	323	Not Participating
	783	113	Not Participating
25	755	151	Not Participating
	843	298	Not Participating
	859	333	Not Participating
	1014	113	Not Participating
	1099	323	Not Participating
26	931	151	Not Participating

Transmission Line Structure ID	Receptor to Structure Distance (ft)	Receptor ID	Participation Status
	1041	298	Not Participating
	1081	333	Not Participating
	1207	113	Not Participating
	1340	323	Not Participating
27	1202	151	Not Participating
	1321	298	Not Participating
	1334	333	Not Participating
	1485	113	Not Participating
	1624	323	Not Participating
28	1295	337	Not Participating
	1325	130	Not Participating
	1378	170	Not Participating
	1399	189	Not Participating
	1469	197	Not Participating
29	929	337	Not Participating
	1182	224	Not Participating
	1221	130	Not Participating
	1322	170	Not Participating
	1387	189	Not Participating
30	756	337	Not Participating
	1034	224	Not Participating
	1251	130	Not Participating
	1379	170	Not Participating
	1467	189	Not Participating
31	703	337	Not Participating
	973	224	Not Participating
	1200	299	Not Participating
	1267	242	Not Participating
	1398	130	Not Participating
32	753	337	Not Participating
	999	224	Not Participating
	1021	299	Not Participating
	1094	242	Not Participating
	1410	103	Not Participating
33	739	299	Not Participating
	830	242	Not Participating
	953	337	Not Participating
	1154	224	Not Participating
	1169	103	Not Participating
34	645	299	Not Participating
	769	242	Not Participating
	1123	103	Not Participating

Transmission Line Structure ID	Receptor to Structure Distance (ft)	Receptor ID	Participation Status
	1134	204	Not Participating
	1143	268	Not Participating
35	678	299	Not Participating
	817	242	Not Participating
	871	268	Not Participating
	892	97	Not Participating
	963	104	Not Participating
36	725	268	Not Participating
	751	299	Not Participating
	755	97	Not Participating
	817	104	Not Participating
	889	242	Not Participating
37	600	268	Not Participating
	669	97	Not Participating
	684	104	Not Participating
	840	299	Not Participating
	963	242	Not Participating
38	627	268	Not Participating
	687	104	Not Participating
	720	97	Not Participating
	999	299	Not Participating
	1010	204	Not Participating
39	782	268	Not Participating
	816	104	Not Participating
	881	97	Not Participating
	919	260	Not Participating
	1073	204	Not Participating
40	626	260	Not Participating
	973	98	Not Participating
	1017	295	Not Participating
	1024	268	Not Participating
	1030	131	Not Participating
41	290	260	Not Participating
	570	95	Not Participating
	614	308	Not Participating
	645	131	Not Participating
	658	316	Not Participating
42	172	223	Not Participating
	345	95	Not Participating
	413	316	Not Participating
	515	308	Not Participating
	614	330	Not Participating

Transmission Line Structure ID	Receptor to Structure Distance (ft)	Receptor ID	Participation Status
43	281	223	Not Participating
	567	95	Not Participating
	588	316	Not Participating
	595	315	Not Participating
	678	330	Not Participating
44	460	223	Not Participating
	636	315	Not Participating
	742	95	Not Participating
	747	316	Not Participating
	763	126	Not Participating
45	722	311	Not Participating
	747	126	Not Participating
	776	315	Not Participating
	825	109	Not Participating
	833	121	Not Participating
46	765	311	Not Participating
	805	136	Not Participating
	847	192	Not Participating
	909	342	Not Participating
	943	109	Not Participating
47	834	136	Not Participating
	864	192	Not Participating
	902	975	Not Participating
	914	311	Not Participating
	955	974	Not Participating
48	669	975	Not Participating
	761	974	Not Participating
	970	136	Not Participating
	990	192	Not Participating
	1085	182	Not Participating
49	516	975	Not Participating
	910	974	Not Participating
	1334	191	Not Participating
	1427	262	Not Participating
	1494	226	Not Participating
50	521	975	Not Participating
	651	974	Not Participating
	817	191	Not Participating
	906	262	Not Participating
	973	226	Not Participating
51	498	191	Not Participating
	549	262	Not Participating

Transmission Line Structure ID	Receptor to Structure Distance (ft)	Receptor ID	Participation Status
	599	226	Not Participating
	828	974	Not Participating
	888	975	Not Participating
52	535	226	Not Participating
	544	262	Not Participating
	585	191	Not Participating
	836	137	Not Participating
	895	327	Not Participating
53	754	226	Not Participating
	786	262	Not Participating
	851	191	Not Participating
	925	62	Not Participating
	926	318	Not Participating
54	747	62	Not Participating
	750	42	Not Participating
	828	63	Not Participating
	844	41	Not Participating
	848	43	Not Participating
55	619	42	Not Participating
	666	62	Not Participating
	696	43	Not Participating
	733	44	Not Participating
	741	41	Not Participating
56	543	43	Not Participating
	545	44	Not Participating
	582	42	Not Participating
	609	5	Not Participating
	704	4	Not Participating
57	293	44	Not Participating
	309	43	Not Participating
	354	5	Not Participating
	423	42	Not Participating
	494	4	Not Participating
58	287	5	Not Participating
	345	44	Not Participating
	395	43	Not Participating
	436	4	Not Participating
	519	280	Not Participating
59	247	5	Not Participating
	303	4	Not Participating
	312	44	Not Participating
	333	43	Not Participating

Transmission Line Structure ID	Receptor to Structure Distance (ft)	Receptor ID	Participation Status
	385	152	Not Participating
60	236	4	Not Participating
	259	152	Not Participating
	337	41	Not Participating
	349	294	Not Participating
	390	42	Not Participating
61	259	294	Not Participating
	302	41	Not Participating
	314	40	Not Participating
	316	152	Not Participating
	338	4	Not Participating
62	261	234	Not Participating
	270	38	Not Participating
	278	39	Not Participating
	287	36	Not Participating
	341	294	Not Participating
63	282	36	Not Participating
	309	38	Not Participating
	344	234	Not Participating
	362	37	Not Participating
	366	39	Not Participating
64	145	36	Not Participating
	207	38	Not Participating
	216	37	Not Participating
	292	39	Not Participating
	359	63	Not Participating