



Lee County - Leesburg - Smithville Planning Commission

CLAY GRIFFITH, VICE-CHAIRMAN
MIKE MCVEY, JIM QUINN, JASON SHEFFIELD, SHIRLEY STILES, RICKY WATERS

AGENDA

December 1, 2022 at 6:00 P.M.

Opal Cannon Auditorium

T. Page Tharp Governmental Building

102 Starksville Avenue North

Leesburg, GA 31763

	PAGE(S)
I. CALL TO ORDER	
II. ACKNOWLEDGEMENT OF GEORGIA LAW REGARDING CAMPAIGN CONTRIBUTIONS	
III. APPROVAL OF MINUTES	
(A) Approval of the minutes from the July 7, 2022 Planning Commission meeting.	1 - 3
IV. NEW BUSINESS	
(A) Acknowledgement of the resignation of Chairman Chris Guarnieri.	4
(B) Approval of the proposed 2023 Planning Commission Meeting Calendar.	5
V. PUBLIC HEARINGS	
(A) CONDITIONAL USE:	
<u>SR DeSoto 2, LLC (Z22-004):</u> Connor Echols has submitted an application to the Lee County Planning Commission requesting a Conditional Use for a large scale (1,566 total acres) ground mounted solar energy system as a principal use in the AG-1 (Active Agriculture District). Project is known as SR DeSoto 2, LLC. Of the 1,566 total acres, a total of 944 acres is fenced/ developed area. There are multiple property owners, as follows: Silicon Ranch Corporation, Wherrell 41, LLC., Roger Howell, and John & Eddie Berryhill, collectively, ("Landowners") of land being part of Land Lots 188, 189, 195, 196, 197, 221, 222, 227, and 228 of the Fourteenth Land District, of Lee County, Georgia. The property involved is presently zoned AG-1.	6 - 52

The Lee County Board of Commissioners will conduct a public hearing on the conditional use request on **Tuesday, December 13, 2022 at 6:00 p.m.** and a final vote on **Tuesday, January 10, 2023 at 6:00 p.m.** in the T. Page Tharp Governmental Building, Opal Cannon Auditorium, 102 Starksville Avenue North, Leesburg, GA.



(B) CONDITIONAL USE:

SR DeSoto 3, LLC (Z22-004): Connor Echols has submitted an application to the Lee County Planning Commission requesting a Conditional Use for a large scale (1,566 total acres) ground mounted solar energy system as a principal use in the AG-1 (Active Agriculture District). Project is known as SR DeSoto 3, LLC. Of the 1,566 total acres, a total of 944 acres is fenced/ developed area. There are multiple property owners, as follows: Silicon Ranch Corporation, Wherrell 41, LLC., Roger Howell, and John & Eddie Berryhill, collectively, (“Landowners”) of land being part of Land Lots 188, 189, 195, 196, 197, 221, 222, 227, and 228 of the Fourteenth Land District, of Lee County, Georgia. The property involved is presently zoned AG-1.

53 - 79

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VI. UNFINISHED BUSINESS

NONE

VII. ANNOUNCEMENTS

VIII. ADJOURNMENT

Agenda subject to change without notice

Meetings of the Planning Commission and the Board of Commissioners are open to the public. Georgia law requires that all parties who have made campaign contributions to any member of the Board of Commissioners in excess of two hundred fifty dollars (\$250) within two (2) years immediately preceding the filing of this request, and who desire to appear at the public hearing in opposition to the application, shall, at least five (5) days prior to the public hearing, file a campaign contribution report with the Lee County Planning Commission.

Persons with special needs relating to handicapped accessibility or foreign language interpretation should contact the ADA Coordinator at (229) 759-6000 or through the Georgia Relay Service (800) 255-0056 (TDD) or (800) 355-0135 (voice). This person can be contacted at the T. Page Tharp Building in Leesburg, Georgia between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, and will assist citizens with special needs given proper notice of seven (7) working days. The meeting rooms and buildings are handicap accessible.

Lee County/ Leesburg/ Smithville Planning Commission

CHRIS GUARNIERI, CHAIRMAN CLAY GRIFFITH, VICE-CHAIRMAN

**MIKE MCVEY, JIM QUINN, JASON SHEFFIELD, SHIRLEY STILES,
RICKY WATERS**

Planning Commissioners

MEETING MINUTES

JULY 7, 2022 AT 6:00PM

OPAL CANNON AUDITORIUM

T. PAGE THARP GOVERNMENTAL BUILDING

102 STARKSVILLE AVENUE NORTH

LEESBURG, GA 31763

- Members Present:** Clay Griffith, Jason Sheffield, Mike McVey, Jim Quinn, Shirley Stiles, Ricky Waters
- Members Absent:** Chris Guarnieri
- Staff Present:** Jason Scott, Trey Dunbar, Christi Dockery
- Public Present:** Amanda Wiley – Applicant

I. MEETING CALLED TO ORDER

Vice-Chairman Clay Griffith called the meeting to order at 6:00 p.m.

- II.** Jason Scott read the Georgia Law regarding campaign contributions.

III. APPROVAL OF MINUTES for MAY 5, 2022

Commissioner Jim Quinn made the **MOTION** to **APPROVE** the minutes as presented, seconded by Commissioner Shirley Stiles. The **MOTION** was unanimous with Commissioners Griffith, Sheffield, McVey and Waters voting yea.

IV. ZONING APPLICATIONS

Vice-Chairman Clay Griffith opened the public hearing at 6:15 p.m.

Commissioner Jason Sheffield read the applications into the record.

Amanda Wiley (Z22-002) has submitted an application to the Lee County Planning Commission requesting to rezone a total of 3.937 acres from C-2 (General Business District) to C-4 (Traditional Office District). The property owner is Southland Restoration, LLC. Parcel Number: 029B 182. The property is located in Land Lots 281, 264 and 263 of the Second Land District of Lee County, Georgia.

Applicant Amanda Wiley spoke during public hearing. Commissioner Stiles also expressed her concerns over the proposed C-4 zoning and went on to explain her reasons for wanting the residence to be zoned as R-1 due to the single-family dwelling use expressed in the rezoning application.

The staff then informed Commissioner Stiles of the following points recently submitted by Wood PLC (contracted planners):

- The adjacent property is zoned I, so establishing a R1 zoning adjacent to an I zoning would be less compatible than a C4 next to an I
- The immediate vicinity around the property is primarily commercial, so C4 is more compatible with the general vicinity (and the future land use plan in the comprehensive plan)
- The property is already zoned C2, so a change to C4 is a relatively minimal change; there are not very many commercial uses allowed in C4 that are not allowed in C2
- The roads providing access to the property have become more commercial in nature; typical R1 streets in Lee County look quite different from this one
- Overall, the trend in this area seems to be towards commercial and away from long ago residential and agricultural, so C4 is keeping with trends

Commissioner Jim Quinn made a **MOTION** to **APPROVE**, seconded by Commissioner Ricky Waters. The **MOTION** was a 5-1 split vote with Commissioners Mike McVey, Jim Quinn, Jason Sheffield, Ricky Waters, and Clay Griffith voting **yea** and Shirley Stiles voting **nay**.

Lanier Engineering, Inc. (GD22-001) has submitted an application for a General Development Plan to the Lee County Planning Commission, requesting approval for residential development (Sawtooth Farms, Sec. 1 - 6) on 354.751 acres. Property is zoned R-1 (Single Family Residential District). The property owner is Lexwig, LLC. Parcel Number: 039D 121. The property is located in Land Lots 209 and 210, 2nd Land District, Lee County, GA.

Commissioner Jim Quinn made a **MOTION** to **TABLE** the general development plan for Sawtooth until such time that the requirement of developmental impact study could be completed, seconded by Mike McVey. The **MOTION** was unanimous with Commissioners Mike McVey, Clay Griffith, Jason Sheffield, Ricky Waters, and Shirley Stiles all voting **yea**.

Proposed General Development Plan information is on file at the Lee County Planning, Zoning and Engineering Department, 102 Starksville Avenue N, Room 202, Leesburg, GA 31763 and may be reviewed along with any other information regarding these requests between 8:00 a.m. and 5:00 p.m., Monday through Friday.

The Planning Commission will forward its recommendation(s) to the Lee County Board of Commissioners.

The Lee County Board of Commissioners will conduct a public hearing on Tuesday, July 12, 2022 followed by a final vote on Tuesday, July 26, 2022 at 6:00 p.m. at the T. Page Tharp Governmental Building, Opal Cannon Auditorium, located at 102 Starksville Avenue North, Leesburg, GA.

V. **OLD BUSINESS**

None

VI. **ADJOURNMENT**

Commissioner Jason Sheffield made a motion to **ADJOURN**, seconded by Commissioner Shirley Stiles. The **MOTION** was unanimous with Commissioners Clay Griffith, Mike McVey, Jim Quinn and Shirley Stiles voting yea. The meeting adjourned at 6:40 p.m.

Clay Griffith, Vice-Chairman

Date

Kaitlyn Good, County Clerk

Date

**Chris Guarnieri
226 Leland Ferrell Drive
Leesburg, Georgia 31763**

Dear Planning Department and Planning Commissioners,

I, Chris Guarnieri, will resign effective today from the Lee County Planning Commission. As many of you know I sought the office vacated by our former Commissioner and will now take on the role of County Commissioner for the Century District. I have thoroughly enjoyed serving on the planning commission for the past 12 years and feel that we have made a positive influence on the growth and quality of life in Lee County. I seek to continue that now as one of your commissioners. I know that I leave this Commission and this Department in very capable hands and look forward to working with many of you in the near future. I will soon make an appointment with the Planning Commission to replace my vacant seat.

Sincerely,

Chris Guarnieri

2023 Planning Commission Schedule

Planning Commission Meeting Date: (Public Hearing and Vote)	5-Jan	2-Feb	2-Mar	6-Apr	4-May	1-Jun	6-Jul	3-Aug	7-Sep	5-Oct	2-Nov	7-Dec
Complete Application Submitted By:	12-Dec	10-Jan	10-Feb	10-Mar	10-Apr	10-May	12-Jun	10-Jul	10-Aug	11-Sep	10-Oct	10-Nov
AD Posted in Paper & on Parcel(s) By:	21-Dec	18-Jan	15-Feb	22-Mar	19-Apr	17-May	21-Jun	19-Jul	23-Aug	20-Sep	18-Oct	22-Nov

Final Public Hearing & Vote Schedule

BOC Public Hearing Date:	10-Jan	14-Feb	14-Mar	11-Apr	9-May	13-Jun	11-Jul	8-Aug	12-Sep	10-Oct	14-Nov	12-Dec
BOC Voting Date:	24-Jan	28-Feb	28-Mar	25-Apr	23-May	27-Jun	25-Jul	22-Aug	26-Sep	24-Oct	14-Nov	12-Dec
Leesburg Public Hearing & Vote Date:	7-Feb	7-Mar	4-Apr	2-May	6-Jun	5-Jul	1-Aug	5-Sep	3-Oct	7-Nov	5-Dec	2-Jan
Smithville Public Hearing & Vote Date:	17-Jan	20-Feb	20-Mar	17-Apr	15-May	20-Jun	17-Jul	21-Aug	18-Sep	16-Oct	20-Nov	18-Dec



Chokee

DESOTO I

COURTHOUSE RD.

GRAY MOSS RD.

DAN GREEN RD.

DESOTO III

SUBSTATIONS

DESOTO II

BATTS RD

New York Rd

ISSUED FOR PERMITTING

NO WARRANTY IS MADE BY THE ENGINEER FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

SILICON RANCH		PROJECT NO.	413291-05-0003A	DATE	05/00/11
DESOTO II SOLAR FACILITY		DRAWING NO.	DS-0001A	SCALE	
DESOTO II SOLAR FACILITY		DATE		BY	
DESOTO II SOLAR FACILITY		DATE		CHECKED	



NOTICE OF PUBLIC HEARING

Lee County – Leesburg – Smithville Planning Commission

CONDITIONAL USE APPLICATION

SR DeSoto 2 & 3, LLC (Z22-004): Connor Echols has submitted an application to the Lee County Planning Commission requesting a Conditional Use for a large scale (1,566 total acres) ground mounted solar energy system as a principal use in the AG-1 (Active Agriculture District). Project is known as SR DeSoto 2 & 3, LLC. Of the 1,566 total acres, a total of 944 acres is fenced/ developed area. There are multiple property owners, as follows: Silicon Ranch Corporation, Wherrell 41, LLC., Roger Howell, and John & Eddie Berryhill, collectively, (“Landowners”) of land being part of Land Lots 188, 189, 195, 196, 197, 221, 222, 227, and 228 of the Fourteenth Land District, of Lee County, Georgia. The property involved is presently zoned AG-1.

Exact legal descriptions of the property are on file at the Lee County Planning, Zoning and Engineering Department, 102 Starksville Avenue North, Room 202, Leesburg, GA 31763 and can be reviewed along with any other information regarding this request between 8:00 a.m. and 5:00 p.m. Monday through Friday.

The Lee County Planning Commission conducted a public hearing on the conditional use request on Thursday, December 1, 2022 at 6:00 p.m. in the T. Page Tharp Governmental Building, Opal Cannon Auditorium, 102 Starksville Avenue North, Leesburg, GA and forwarded its recommendation to the Lee County Board of Commissioners. The Lee County Board of Commissioners will conduct a public hearing on the conditional use request on **Tuesday, December 13, 2022 at 6:00 p.m.** and a final vote on **Tuesday, January 10, 2023 at 6:00 p.m.** in the T. Page Tharp Governmental Building, Opal Cannon Auditorium, 102 Starksville Avenue North, Leesburg, GA.

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Georgia law requires that all parties who have made campaign contributions to any member of the Board of Commissioners in excess of two hundred fifty dollars (\$250) within two (2) years immediately preceding the filing of this request, and who desire to appear at the public hearing in opposition to the application, shall, at least five (5) days prior to the public hearing, file a campaign contribution report with the Lee County Planning Commission.

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LEE COUNTY
STATE OF GEORGIA

MEMORANDUM OF UNDERSTANDING

THIS **MEMORANDUM OF UNDERSTANDING** (the “**Memorandum**”) is executed as of this 30th day of October, 2020 by and between **SR DeSoto, LLC**, a Delaware limited liability company and its successors and assigns (hereinafter, the “**Company**”), the **Lee County Development Authority** (the “**Authority**”), a development authority corporate and politic created pursuant to the Development Authorities Law (O.C.G.A. Section 36-62-1 et seq.) and activated by a resolution of the Lee County Board of Commissioners, the **Lee County Board of Commissioners** (the “**Board of Commissioners**”), the **Lee County Board of Tax Assessors** (the “**Tax Assessors**”), and the **Lee County Tax Commissioner** (the “**Tax Commissioner**”). The Company, the Authority, the Board of Commissioners, the Tax Assessors, and the Tax Commissioner are each a “**Party**” and are collectively the “**Parties.**”

WITNESSETH:

WHEREAS, the Company is engaged in the construction of solar energy production facilities in the Southeastern United States;

WHEREAS, the Company has been aggressively recruited by various local and state economic development officials in other states and communities and has been offered a variety of incentive proposals;

WHEREAS, officials from the Authority have actively engaged in the recruitment of Company in hopes that Company will make an affirmative decision to purchase real property within the geographic boundaries of Lee County (the “**County**”), and to construct, equip and

operate thereon a solar energy production facility in one or more phases with a production capacity of 250 MW (the "Project") with an estimated personal property investment of approximately Two Hundred Twenty-Five Million Dollars (\$225,000,000) with an estimated total capital investment of Two Hundred Fifty-Five Million Dollars (\$255,000,000);

WHEREAS, after considering numerous economic incentive proposals from other communities and states, and acting in reliance upon the incentives offered and other representations, covenants, and commitments made by the Board of Commissioners, the Tax Commissioner, the Authority and other County officials, and subject to the Company entering into a Power Purchase Agreement with a utility or other direct purchaser of solar-generated electrical power, the Company has made a decision to construct the Project in the County;

WHEREAS, the Parties hereto wish to reduce their understanding and agreement to this legally enforceable writing and in accordance with provisions of the Intergovernmental Clause of the Constitution of the State of Georgia (Article 9, Section 3, Paragraph 1),

NOW, THEREFORE, for the mutual considerations noted hereinafter, the Parties do hereby contract and agree as follows:

1. Project Description. The Project shall involve the design, construction, and equipping by the Company of a solar, photovoltaic electrical generating system in two phases having a production capacity of 250 MW on a 3,028 acre site to be purchased by the Company (or an affiliate) within the County (the "Project Site). The Project shall include the installation and/or use of photovoltaic panels, racking systems, inverters, breakers, switches, cabling power transformers, battery storage, generator tie-in, and related equipment (the "Personal Property"). Such Personal Property shall not include the Project Site or the electric substation to be built

contiguous to the Project Site by the Georgia Transmission Corporation. The Project shall be “sold” by the Company to the Authority, which shall then leaseback the Project to the Company (the “Bond Lease”) pursuant to the terms and conditions set forth in the Bond Lease and as described below.

2. Personal Property Tax Savings Incentive for the Project. Contingent upon the Company closing the bond issuance described in Section 8 below on or before June 30, 2021 and commencing commercial operation of the first phase of the Project on or before December 31, 2023, the Board of Commissioners, the Tax Commissioner, and the Tax Assessors shall provide to the Company a sixty-five percent (65%) personal property tax abatement over a 25-year term (the “Savings Incentive Term”), commencing on the date the Project begins commercial operation, with Company making annual payments in lieu of taxes (hereinafter the “PILOT Payments”), as detailed in Exhibit “A” attached hereto.

3. Personal Property Interest. The Parties agree that during the Savings Incentive Term, the Company’s interest in the Personal Property shall be deemed a usufruct and not subject to ad valorem taxation; provided, however, after commercial operations commence, the Company shall make a PILOT Payment each year of the Savings Incentive Term to the Tax Commissioner as specified below. Prior to commercial operation, there shall be no PILOT Payment or property tax assessment on the Personal Property being installed at the Project Site.

At the end of the Savings Incentive Term or earlier termination as provided in Section 11 hereof, title to the Personal Property involved in the Project shall be transferred to the Company by Bill of Sale for the consideration of Ten Dollars (\$10.00).

4. Project Site. Prior to commercial operation, the Company shall cause the Project Site to be removed from any applicable conservation use value assessment (CUVA) or similar program affecting its assessed value for ad valorem property tax purposes and will pay any applicable penalties related thereto. During the Savings Incentive Term, the Project Site (exclusive of the Project Personal Property) shall be assessed by the County at fair market value (and consistent with its valuation of similarly-situated real property within the County), but in no event less than the purchase price paid by the Company for the Project Site, and ad valorem taxes shall be paid in compliance with the applicable annual property tax assessment based on the millage rates set by the Board of Commissioners and the Lee County Board of Education each year of the Savings Incentive Term. Exhibit "A" sets forth an estimate of the additional ad valorem property taxes to be paid by the Company for the Project Site during the Savings Incentive Term, based upon the purchase price of the Project Site and the 2019 millage rates.

5. PILOT Payment. The PILOT Payments shall be paid by the Company annually and in the amounts identified in Exhibit "A", subject to the following adjustments. In the event the purchase price of the Personal Property subject to the property tax abatement for the completed phases of the Project is more than Two Hundred Forty Million Dollars (\$240,000,000), the amount of the annual PILOT Payment to be made by the Company shall be increased on a percentage pro-rated basis equal to the amount of increase above the Two Hundred Twenty-Five Million Dollars (\$225,000,000) estimate. Conversely, in the event the purchase price of the personal property subject to the property tax abatement for the completed phases of the Project is less than Two Hundred Ten Million Dollars (\$210,000,000), the amount of the annual PILOT Payment to be made by the Company shall be decreased on a percentage pro-rated basis equal to the amount of the decrease below the Two Hundred Twenty-Five Million

Dollars (\$225,000,000) estimate. The PILOT payments shall be billed by the Tax Commissioner to the Company, or its assignee, annually at the same time and in the same manner that annual ad valorem taxes are billed to property owners in the County. The PILOT payments shall be due annually at the same time as ad valorem taxes are due, and late payments shall be subject to the same interest and penalties as ad valorem taxes. Upon receipt of the PILOT payments, the Tax Commissioner shall remit such PILOT payments to the Board of Commissioners in the same manner and in accord with the same payments schedule as ad valorem tax payments are remitted.

6. Permits and Fees. The Company shall pay County impact fees, land disturbance fees, construction/building permit fees, and inspection fees required to construct and begin operation of the Project, not to exceed Twelve Thousand Dollars (\$12,000).

7. Title. In connection with the Bond Lease, the Authority shall hold legal title to the Project, including the Personal Property. The Authority shall lease the Project, including the Personal Property, to the Company under the terms of the Bond Lease.

8. Bond Issuance. The Company shall apply to the Authority for a bond inducement resolution for the Project in the amount of Two Hundred Twenty-Five Million Dollars (\$225,000,000) and proceed with the issuance of a bond necessary to secure the property tax abatement (the "Bonds"). The Company shall purchase the Bonds and assume all responsibility and liability for any and all payments and financial obligations related to the Bonds. The Bonds shall be limited recourse bonds, and as such the Authority's obligation to repay the Bonds shall be limited to its rights to receive payments under the applicable Company lease and its interest in the Project. At the bond closing, the Company shall pay to the Authority a one-time issuance fee of Fifty Thousand Dollars (\$50,000) and on or before December 15th each year of the Savings

Incentive Term the Company shall pay to the Authority an annual administrative fee of Five Thousand Dollars (\$5,000).

Under no circumstance shall the citizens of Lee County, the Board of Commissioners, the Authority, or the County have any financial obligation for the Bonds. The Bond Documents shall provide an indemnity to provide complete financial protection for the foregoing Lee County local governmental entities and citizens. In addition, the Company shall be responsible for paying all other transactional costs related thereto, including reasonable fees for the Authority's counsel (Gatewood Skipper & Rambo PC) and bond counsel (Miller & Martin PLLC), and all court or filing fees. The amount and payment terms of these legal fees shall be agreed upon by the Company and the respective counsels in separate agreements.

9. Company Commitments. For the benefit of the Authority and the County, the Company does hereby make the following commitments:

a. During the Savings Incentive Term and Project construction, the Company shall maintain general liability insurance to include reasonably priced environmental/pollution coverage on the Project in a minimum aggregate amount of Five Million Dollars (\$5,000,000) through an insurance company with an A.M. Best financial strength rating of A- or better. Such insurance policy shall list the Authority and the County as additional insureds.

b. The transactional documents relating to issuance of the Bonds shall provide an indemnification provision by the Company and Silicon Ranch Corporation for the Authority, Members of the Authority, and the elected and appointed County officials with respect to any financial or other liability related to the bond issuance.

c. Construction and design of the Project shall include setbacks, installation of chain-link or similar quality fencing in compliance with the terms of Chapter 70, Article XXI of the Lee County Code of Ordinances, relating to the licensure, installation, operation and decommissioning of solar energy systems, and the special or conditional use permit issued for the Project. Such improvements shall not be included as Personal Property for purposes of the tax abatement.

d. The Company and Silicon Ranch Corporation shall indemnify, hold harmless and defend the County, and the Authority, including their members, officers, employees and representatives from any loss, liabilities or claims relating to the Bonds, the operation or construction of the Project and the removal of the solar equipment as provided in Section 11.

e. During the Savings Incentive Term, the Company shall provide an annual contribution of Ten Thousand Dollars (\$10,000) for a local scholarship to be administered pursuant to a separate agreement between the Company and the Authority.

10. Assignability. Parties agree that the Company may assign, mortgage, pledge or otherwise directly or indirectly assign its interest in the Project in connection with the financing or refinancing of the Project. The Authority agrees to provide, without liability or obligation, its written consent to the foregoing, including a subordination of its interest in the Project as requested by such assignor or lender. The Company may at any time sell or transfer its interest in the Project and its rights and benefits under this Memorandum to an unaffiliated third-party upon the prior, express consent of the Authority (which consent will not be unreasonably withheld, conditioned, or delayed), provided, however, the Company shall not be required to

seek the Authority's consent if such third-party has a net worth of at least Twenty Million Dollars (\$20,000,000). In the event of any assignment or transfer to an unaffiliated third-party, such transferee shall expressly agree to be legally bound by and subject to the terms of this Memorandum, including, but not limited to, the obligations to make the PILOT Payments provided on attached Exhibit "A" each year of the Savings Incentive Term. The assumption of the obligations under the Surety for Removal of the Personal Property (Section 11), and the assumption of all financial obligations for payment of the Bonds, indemnities, and other amounts as provided in this Memorandum for the benefit and protection of the County, and the Authority shall release the Company and Silicon Ranch Corporation ("Silicon Ranch") from all duties, responsibilities and obligations. The Company shall expressly notify the Authority within ninety (90) days after such sale or assignment to which the Authority has not previously consented.

11. Surety for Removal of the Personal Property. If at any time during the Savings Incentive Term or thereafter, the Project ceases commercial operation for a period of three hundred and sixty-five (365) consecutive days (excluding periods of force majeure, storm damage or other catastrophic events as defined in the Bond documents, or when the Project is under repair or maintenance), the Company shall dismantle and remove from the Project Site the Personal Property at its own expense and in accordance with all applicable laws and ordinances (including environmental, health and safety, and zoning laws and ordinances, including the terms of Chapter 70, Article XXI of the Lee County Code of Ordinances, relating to the licensure, installation, operation and decommissioning of solar energy systems). If the Project ceases commercial operation, the PILOT Payment obligation on the Personal Property shall cease. As surety for the benefit of the County and the Authority, so long as the Authority has an ownership interest in the Project, Silicon Ranch shall provide a Reclamation Guaranty of One Million

Dollars (\$1,000,000) as provided in attached Exhibit "B" for the removal and appropriate recycling, reuse and/or disposal of such Personal Property.

12. Miscellaneous. The following miscellaneous provisions shall be deemed to apply to this Memorandum:

a. Entire Agreement. This writing, together with the attached and referenced exhibits, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into this Memorandum and its attached and referenced exhibits. However, this Memorandum contemplates that the Parties shall negotiate in good faith in the drafting and execution of the Bond documents. Furthermore, the Bond documents shall be consistent with the terms contained in this Memorandum and shall contain additional terms and conditions relating to the Project and the financing.

b. This Memorandum shall be governed by and interpreted under the laws of the State of Georgia (without regard to conflicts of laws) and should any provision of this Memorandum be found to be unenforceable or unconstitutional, all other provisions shall remain enforceable and in full effect.

c. Subject to the contingencies stated herein, the Parties hereto acknowledge that the incentives provided for herein represent a legally binding, contractual commitment by the Board of Commissioners, the Authority, the Tax Assessors, and the Tax Commissioner, and the Company, in reliance upon the foregoing incentives, shall make its final site selection decision to locate the Project in the County.

d. Subject to the contingencies stated herein, the contractual commitments provided for the benefit of the Company shall be legally binding upon future elected and/or appointed officials, unless otherwise prohibited by law or judicial order.

e. In the event a taxpayer group or other third-party files a lawsuit challenging the incentives and benefits set forth herein, the Authority and the Board of Commissioners shall promptly, expressly notify the Company, which shall assume, at its expense, the primary defense of any such lawsuit, including all decisions regarding selection of defense counsel, strategy, and potential settlement. The Authority, the Tax Commissioner, the Tax Assessors, and the Board of Commissioners shall provide reasonable and good faith assistance with such defense, provided the Company shall reimburse such Parties for all out of pocket expenses incurred in providing such assistance.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum on the day and the year first above written.

The "Authority"

LEE COUNTY DEVELOPMENT AUTHORITY

By: 

Title: Chairman

Attest:


Secretary

(Authority's Seal)

[SIGNATURES CONTINUE ON NEXT PAGE]

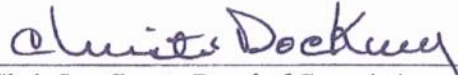
The "Board of Commissioners"

LEE COUNTY BOARD OF COMMISSIONERS

By: 

Title: Chairman

Attest:


Clerk, Lee County Board of Commissioners

(County's Seal)

[SIGNATURES CONTINUE ON NEXT PAGE]

The "Tax Assessors"

LEE COUNTY BOARD OF TAX ASSESSORS

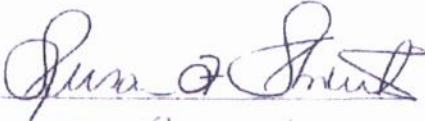
By: Timothy A. Summers
Title: Chairman of the board

Johnny Pennington
Charles A. Hall JR

[SIGNATURES CONTINUE ON NEXT PAGE]

The "Tax Commissioner"

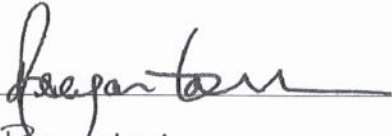
LEE COUNTY TAX COMMISSIONER

By: 
Title: Tax Commissioner

[SIGNATURES CONTINUE ON NEXT PAGE]

The "Company"

SR DESOTO, LLC

By: 

Title: President

[SIGNATURES CONTINUE ON NEXT PAGE]

Exhibit "A"

PILOT Payments

SR DESOTO, LLC
 Property Tax Abatement
 25-year abatement (constant payment)
 65%/ years 1-25
 Lee County

Year	SR Desoto Orig. Equip. Cost	Dep. Fac.	SR Desoto Equip. FMV	SR DeSoto Assessed Value	SR DeSoto PILOT Pymt	Substation Tax Payment	Addit. RE Prop. Taxes	TOTAL NEW TAXES
1	\$225,000.000	0.95	\$213,750.000	\$85,500.000	\$470.412	\$91,380	\$215.692	\$777.483
2	\$225,000.000	0.91	\$204,750.000	\$81,900.000	\$470.412	\$87.532	\$215.692	\$773.636
3	\$225,000.000	0.87	\$195,750.000	\$78,300.000	\$470.412	\$83.684	\$215.692	\$769.788
4	\$225,000.000	0.82	\$184,500.000	\$73,800.000	\$470.412	\$78.875	\$215.692	\$764.979
5	\$225,000.000	0.79	\$177,750.000	\$71,100.000	\$470.412	\$75.989	\$215.692	\$762.093
6	\$225,000.000	0.75	\$168,750.000	\$67,500.000	\$470.412	\$72.142	\$215.692	\$758.245
7	\$225,000.000	0.7	\$157,500.000	\$63,000.000	\$470.412	\$67.332	\$215.692	\$753.436
8	\$225,000.000	0.63	\$141,750.000	\$56,700.000	\$470.412	\$60.599	\$215.692	\$746.703
9	\$225,000.000	0.57	\$128,250.000	\$51,300.000	\$470.412	\$54.828	\$215.692	\$740.931
10	\$225,000.000	0.52	\$117,000.000	\$46,800.000	\$470.412	\$50.018	\$215.692	\$736.122
11	\$225,000.000	0.47	\$105,750.000	\$42,300.000	\$470.412	\$45.209	\$215.692	\$731.313
12	\$225,000.000	0.41	\$92,250.000	\$36,900.000	\$470.412	\$39.437	\$215.692	\$725.541
13	\$225,000.000	0.35	\$78,750.000	\$31,500.000	\$470.412	\$33.666	\$215.692	\$719.770
14	\$225,000.000	0.31	\$69,750.000	\$27,900.000	\$470.412	\$29.819	\$215.692	\$715.922
15	\$225,000.000	0.29	\$65,250.000	\$26,100.000	\$470.412	\$27.895	\$215.692	\$713.999
16	\$225,000.000	0.28	\$63,000.000	\$25,200.000	\$470.412	\$26.933	\$215.692	\$713.037
17	\$225,000.000	0.2	\$45,000.000	\$18,000.000	\$470.412	\$19.238	\$215.692	\$705.342
18	\$225,000.000	0.2	\$45,000.000	\$18,000.000	\$470.412	\$19.238	\$215.692	\$705.342
19	\$225,000.000	0.2	\$45,000.000	\$18,000.000	\$470.412	\$19.238	\$215.692	\$705.342
20	\$225,000.000	0.2	\$45,000.000	\$18,000.000	\$470.412	\$19.238	\$215.692	\$705.342
21	\$225,000.000	0.2	\$45,000.000	\$18,000.000	\$470.412	\$19.238	\$215.692	\$705.342
22	\$225,000.000	0.2	\$45,000.000	\$18,000.000	\$470.412	\$19.238	\$215.692	\$705.342
23	\$225,000.000	0.2	\$45,000.000	\$18,000.000	\$470.412	\$19.238	\$215.692	\$705.342
24	\$225,000.000	0.2	\$45,000.000	\$18,000.000	\$470.412	\$19.238	\$215.692	\$705.342
25	\$225,000.000	0.2	\$45,000.000	\$18,000.000	\$470.412	\$19.238	\$215.692	\$705.342
					\$11,760,293	\$1,098,479	\$5,392,300	\$18,251,072

Exhibit "B"

**SOLAR PROJECT RECLAMATION GUARANTY
LEE COUNTY, GEORGIA**

Silicon Ranch Corporation (the "Company"), parent corporation of its wholly-owned subsidiary **SR DeSoto LLC**, does hereby grant **Lee County, Georgia** (the "County") and the **Lee County Development Authority** (the "Authority") its corporate guaranty of One Million Dollars (\$1,000,000) (the "Guaranty") as surety for the benefit of the County and the Authority for the removal and appropriate recycling, reuse and/or disposal of the photovoltaic panels, racking systems, inverters, breakers, switches, cabling power transformers, and generator tie-in, and related equipment (collectively, the "Equipment") for the 250 MW project to be located in the County, as further defined in the Memorandum of Understanding dated the ____ day of October, 2020 (the "Project").

In the event the Project ceases operations for a period of three hundred and sixty-five (365) consecutive days (excluding periods of force majeure, storm damage or other catastrophic events as defined in the Bond documents, or when the Project is under repair or maintenance), the County may demand the Company dismantle and remove all Equipment related to the Project from the Project Site. The Company shall have one hundred and eighty (180) days to comply with the demand from the County. If the Company does not comply with the demand, the County shall be entitled to receive a total cash payment from the Company for the actual cost of removal which shall not exceed One Million Dollars (\$1,000,000).

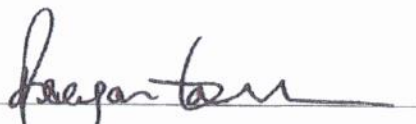
In the event the net worth of the Company at any time during the Savings Incentive Term (as defined in the Memorandum of Understanding (dated the ____ day of October, 2020) falls below Twenty Million Dollars (\$20,000,000), this Guaranty shall be further secured by an

irrevocable standby letter of credit issued by a national or regional bank selected by the Company and approved by the County.

Any transfer, assignment or sale of the Project to a third-party during the Savings Incentive Term, defined in the Memorandum of Understanding dated the ___ day of October, 2020, to a third-party, shall be conditioned upon the third party's express acknowledgment and acceptance of this Guaranty for the benefit of the County and the Authority and all of the provisions contained herein, including providing a standby letter of credit, if the net worth of the transferee is less than Twenty Million Dollars (\$20,000,000). The initial sale/lease back transaction associated with the Project shall be exempt from this contingent obligation.


This Guaranty shall terminate upon the termination of the Authority's ownership interest in the Project.

SILICON RANCH CORPORATION

By: 
Name: Reagan Farr
Title: President

(CORPORATE SEAL)

Attest:

By: 
Name: Carla L. W. Dodd
Title: Senior Manager, Office + Human Resources



LEE COUNTY
Planning Department
Lee County, Georgia
Staff Report

Conditional Use Application Review – SR DeSoto II (Silicon Ranch)

Application Name: SR DeSoto II

Date: 10/5/2022

Applicant Name: Silicon Ranch Corporation

Property Owner: Silicon Ranch Corporation, Wherrell 41, LLC, John and Eddie Berryhill, and Roger Howell

Location: 14th Land District, Land Lots 188, 189, 195, 196, 197, 222, 227, 221, and 228

Parcel Size: Approximately 524 acres

Existing Zoning: CUP and AG-1

Application Summary

The applicant proposes to develop a large-scale ground mounted solar energy system (large scale SES). This application is for Phase II of the proposed three phase solar energy system to be located at 140 Gray Moss Road, DeSoto, GA (unofficial address). The subject property is owned by four different owners, including parcels owned by the Silicon Ranch Corporation. The existing parcels are zoned CUP and AG-1.

Staff Analysis

The analysis of the application is made based upon the conditional uses review as set forth in the Solar related Lee County Code Ordinance in place at the time of the Memorandum of Understanding (MOU) signed by the County and SR DeSoto, LLC on October 30, 2020. Conditional use review in current Lee County Code Sec. 70-698 shall not apply to this case based upon the conditions agreed to in the MOU.

Conditional uses may be granted upon finding that, if granted, the conditional use will not cause occurrence of any of the following:

- 1. Whether the proposed SES facility can coexist with healthy tree coverage within the area where the proposed SES facility is to be located;**
The submitted application notes that the project will preserve vegetation and trees to the extent reasonably practicable. Staff does not expect that this will cause unhealthy tree coverage impacts beyond tree removals needed for solar installation. Large portions of the project area are currently open fields without trees.
- 2. Whether the SES facility will negatively affect the ecological benefits of forestland with respect to the forestland's continuing ability to maintain their clean water filtration capacity, soil erosion control, clean air, wildlife habitat, aesthetics and recreation potential is substantial. With respect to such analysis, the following should be considered with respect to such potentially impacted forestland:**

This proposed phase of the project is not expected to negatively impact the area's ability to maintain clean water filtration capacity, soil erosion control, recreation potential, or clean air. There may be minor impacts to wildlife habitat, but wildlife corridors are being maintained. The aesthetics of the subject property will be changed, but preservation and maintenance of visual buffers is proposed as required by the ordinances.

3. Whether the proposed SES Site will avoid clear cutting forests entirely.

The proposed layout plan avoids cutting forested areas where possible to accommodate the large-scale SES. The majority of the proposed solar panels will be placed in existing open field areas.

4. If a solar energy system is proposed on forestland, the footprint or design (a) avoids the healthiest sections of forest and oldest trees, and (b) adopts habitat corridors to protect wildlife.

While some forested area will be impacted along the perimeter of the southern section of Phase II, impacted forested area is a small portion of the project area. It is not apparent if any of the oldest or healthiest trees will be impacted by the proposed tree removal. The proposed layout plan maintains a habitat corridor between the two sections of this phase of the project.

5. Whether the proposed plan establishes that a policy of zero net loss should be followed, meaning both planting the same number of trees that were cut elsewhere.

The applicant does not note any intent to establish a policy of zero tree loss. The applicant did not include any landscaping information outside of providing a visual buffer in areas adjacent to residential dwellings, which may include new plantings as needed.

6. Whether the proposed SES facility shall be physically positioned in such a way that glare does not affect adjacent properties or roadways.

While the applicant does not discuss glare reduction or configuration, the applicant intends to use vegetated buffers to screen lighting which would also reduce glare impacts in some areas.

7. Whether the proposed SES (7) facility complies with required setbacks, visual buffers and signage requirements.

The proposed SES facility meets the large-scale SES setback requirements of 25 feet from any property line, 30 feet from any public right of way, and no closer than 100 feet from any residential dwelling unit on an adjacent lot per Sec. 70-694 standards at the time of the MOU. This phase has residential lots to the west and southwest, as noted in the visual buffer map provided in the narrative. The visual buffers, proposed to be provided to the extent reasonably practicable, would be expected to reduce impacts on adjacent residential dwellings as required in Sec. 70-694. Signage will be provided to identify risks on the site, clarify the owner's identity, provide a 24-hour emergency contact, and comply with all local and state sign requirements.

8. Whether the proposed SES application provides long-term plans to minimize stormwater runoff and soil erosion impacts from the SES facility through the following site design practices:

The applicant does not detail stormwater management plans other than noting general basin locations on the layout plan. Vegetated grass cover crops, which will be pollinator friendly native grasses, will be utilized for erosion control. In addition, the applicant plans to use sheep grazing to maintain the vegetation, with a rotation schedule to prevent overgrazing.

9. **Whether the proposed SES application provides for the avoidance of soil compaction underneath and around panels during and after construction by using low impact construction techniques.**

The applicant does not discuss if they will use construction techniques to avoid over compaction of the soil during and after construction.

10. **Whether the proposed SES application provides for maintaining natural soil and vegetative groundcover in good condition underneath the panels, rather than cement, gravel or bare dirt. Such vegetative groundcover should include: (i) a meadow condition with native grasses that are low growing, low maintenance, and have deeper roots which help decrease soil compaction; (ii) planting pollinator friendly habitat (native plant species, such as shrubs, grasses, and wildflowers) between, below, and alongside solar panels, thus, helping restore pollinator population through dual land uses.**

The applicant has a detailed plan to provide pollinator friendly native grasses underneath and around the solar panels to provide wildlife habitat and reduce soil erosion while providing for water infiltration. The applicant proposes to implement regenerative grazing practices by using managed sheep grazing around the solar panels and grassland.

11. **Whether the proposed SES application provides for avoiding chemical fertilizers, pesticides and fungicides, as this can pollute stormwater runoff and may require stormwater treatment and requiring mowing of the grass areas.**

The sheep grazing and manure is proposed to serve as a natural fertilizer for the grassed areas. Other pesticides and fungicides are not discussed or stated as proposed to be used on the site. Manure from the sheep, while a more natural fertilizer option, will require stormwater management to ensure that water quality is not impacted by runoff from the site.

Staff Recommendation & Conditional Recommendations

Based on the standards and limitations for conditional use applications, this request does meet all necessary conditions to grant a conditional use. Should the present request be approved, staff recommends the following conditions to be fulfilled at the owner/developer's expense.

1. Design and construction of structures shall meet or exceed the standards indicated on the concept plan, narrative, and other documents submitted with the conditional use application and attached hereto. This condition shall not construe approval of any standard that is not in conformity with the Lee County Code of Ordinances.
2. Design and engineering for land development should ensure that storm water management requirements are met to minimize stormwater runoff and ensure the quality of water exiting the site.
3. The applicant should ensure that low impact construction techniques are utilized to avoid soil compaction during and after construction.



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

OWNER: Roger Howell

ADDRESS: 746 Dan Green Road, DeSoto GA 31743

DAYTIME PHONE #: _____ EMAIL: _____

ADDRESS OR LOCATION OF PROPERTY: Dan Green Rd. DeSoto, GA

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning AG-1 Present Use of Property: Agriculture

196 Land Lot Number 14th Land District 107.57 # of Acres

The subject property is described as follows:

Agriculture

Why are you requesting a conditional use?

Large Scale SES

ALSO ATTACH: (1 copy of each) _____ Plat of property, including vicinity map (both plat sizes: 8 1/2 x 11 and 11 x 17)
_____ Legal description Containing Metes and Bounds

I hereby certify that I am the owner and/or legal agent of the owner, in fee simple of the above-described property.

WITNESS [Signature]

OWNER [Signature]

DATE 10/03/2022

DATE 10/03/2022

Application Fee: _____ Date Paid: _____ Received by: _____

In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the application.

Applicant Name: SR DeSoto II, LLC, a wholly owned subsidiary of Silicon Ranch Corporation

Address: 222 2nd Ave. S. Nashville, TN 37201

Phone #: _____ Email: _____



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

OWNER: John and Eddie Berryhill
ADDRESS: 848 Dan Green Road, De Soto, GA 31744 31743
DAYTIME PHONE #: _____ EMAIL: _____
ADDRESS OR LOCATION OF PROPERTY: Dan Green Rd. DeSoto, GA

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning AG-1 Present Use of Property: Agriculture

195 Land Lot Number 14th Land District 65.62 # of Acres

The subject property is described as follows:
_____ Agriculture _____

Why are you requesting a conditional use?
_____ Large Scale SES _____

ALSO ATTACH: (1 copy of each) _____ Plat of property, including vicinity map (both plat sizes: 8 1/2 x 11 and 11 x 17)
_____ Legal description Containing Metes and Bounds

I hereby certify that I am the owner and/or legal agent of the owner, in fee simple of the above-described property.

WITNESS [Signature] OWNER John Berryhill
[Signature] Eddie Berryhill

DATE 10/04/2022 DATE 10/04/2022

Application Fee: _____ Date Paid: _____ Received by: _____

In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the application.

Applicant Name: SR DeSoto II, LLC a wholly owned subsidiary of silicon Ranch Corporation

Address: 222 2nd Ave. S. Nashville, TN 37201

Phone #: _____ Email: _____



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

OWNER: Wherrell 41, LLC
ADDRESS: 1254 SW 24th Avenue, Okeechobee, FL 34794

DAYTIME PHONE #: _____ EMAIL: _____

ADDRESS OR LOCATION OF PROPERTY: Dan Green Rd. DeSoto, GA

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning AG-1 Present Use of Property: Agriculture

18A, 18J, 197 et al. Land Lot Number 14th Land District 747.79 # of Acres

The subject property is described as follows:
Agriculture

Why are you requesting a conditional use?
Large Scale SES

ALSO ATTACH: (1 copy of each) _____ Plat of property, including vicinity map (both plat sizes: 8 1/2 x 11 and 11 x 17)
_____ Legal description Containing Metes and Bounds

I hereby certify that I am the owner and/or legal agent of the owner, in fee simple of the above-described property.

WITNESS Sherry Hancock

OWNER Monreal Chandler

DATE 9/30/2022

DATE Sept 30 - 2022

Application Fee: _____ Date Paid: _____ Received by: _____

In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the application.

Applicant Name: SR DeSoto II, LLC

Address: 222 2nd Ave. S. Nashville, TN 37201

Phone #: _____ Email: _____



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

OWNER: Silicon Ranch Corporation
ADDRESS: 222 Second Avenue S, Suit 1900, Nashville, TN 37201

DAYTIME PHONE #: _____ EMAIL: _____

ADDRESS OR LOCATION OF PROPERTY: Dan Green Rd. DeSoto, GA

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning CUP Present Use of Property: Large Scale SES

222, 227, 221, 228 Land Lot Number 14th Land District 500+ # of Acres

The subject property is described as follows:
ancillary property adjacent to (and unused by) the DeSoto I Large Scale SES
(acreage is 345.59 acre parcel south of Dan Green Rd., and the western portion of the 1453 acre parcel north of Dan Green Rd.)

Why are you requesting a conditional use?
Large Scale SES to support DeSoto II and DeSoto III projects

ALSO ATTACH: (1 copy of each) _____ Plat of property, including vicinity map (both plat sizes: 8 1/2 x 11 and 11 x 17)
_____ Legal description Containing Metes and Bounds

I hereby certify that I am the owner and/or legal agent of the owner, in fee simple of the above-described property.

WITNESS Mary Balthus OWNER [Signature]
DATE 10/5/22 DATE 10/5/22

Application Fee: _____ Date Paid: _____ Received by: _____

In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the application.

Applicant Name: SR DeSoto II, LLC

Address: 222 2nd Ave. S. Nashville, TN 37201

Phone #: _____ Email: _____

AUTHORIZATION OF SR DESOTO II, LLC
Application for Conditional Use Permit

I swear that I am the Chief Commercial Officer of SR DeSoto II, LLC (the "Company").

I authorize the person named below to act as an authorized agent of the Company as the applicant in the pursuit of a conditional use permit for property located in Lee County, Georgia.

Name of Applicant Connor Echols

Address c/o Silicon Ranch Corporation, 222 2nd Avenue South, Suite 1900, Nashville, TN 37201, Attn: Connor Echols

Telephone Number _____

SR DESOTO II, LLC

By: *[Signature]*

Name: Matt Beasley

Title: CCO

Personally appeared before me

[Signature] Matt Beasley

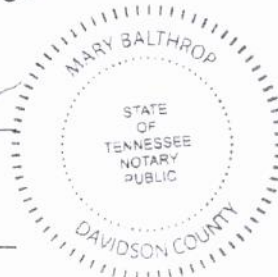
who swears/affirms that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

[Signature] Mary Balthrop

Notary Public

Exp: 1-11-26

Date 10/5/22



**APPLICATION FOR CONDITIONAL USE PERMIT
LEE COUNTY**

APPLICATION NO. _____

AFFIDAVIT

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The undersigned, Matt Beasley, being the Chief Commercial Officer of SR DeSoto II, LLC, a Delaware limited liability company ("Applicant"), deposes and says, to the best of Applicant's knowledge, as follows:

1. The undersigned intends to develop, construct, own, and operate a Solar Energy System, as that term is defined in An Ordinance Amending the Lee County Zoning Code to Provide Comprehensive Guidelines for the Safe and Orderly Development of Solar Energy in Lee County, Georgia, approved January 28, 2020 by the Board of Commissioners of Lee County, Georgia (the "Authority");
2. This Affidavit is being delivered to the Authority in connection with the Applicant's request for a Conditional Use Permit;
3. The real property on which the Solar Energy System will be constructed and operated is currently owned by owned by each of (i) Wherrell 41, LLC, (ii) Roger Howell, (iii) John and Eddie Berryhill ((i), (ii), and (iii) collectively, "Landowners");
4. Silicon Ranch Corporation ("SRC"), a Delaware corporation and affiliate of Applicant is party to a series of purchase options to purchase the real property from the Landowners;
5. The Landowners and SRC have each authorized Applicant to file this application for a Conditional Use Permit;
6. The construction and operation of the Solar Energy System will comply with all applicable federal and state laws;
7. The construction and operation of the Solar Energy System will comply with all local statutes, rules, regulations and ordinances, including the requirements of the Lee County zoning code, unless waived by Lee County; and
8. Applicant will maintain commercial general liability insurance throughout the siting, construction, installation, operation, and decommissioning of the Solar Energy System of at least \$1,000,000 dollars, and will provide written proof of the same within thirty (30) calendar days of receipt of written request from Lee County or any agency of Lee County. Applicant will cause the liability insurance carrier to provide at least thirty (30) calendar days' written notice to Lee County prior to the cancellation of such insurance.

[Signature page follows]

Further Affiant saith not.

APPLICANT:

SR DeSoto II, LLC

By: Matt Beasley

Name: Matt Beasley

Title: Chief Commercial Officer

Date: 10/5/22

Sworn to and subscribed before me this 5th day of October, 2022.

Mary Balthrop
Notary Public

My Commission Expires: 1-11-24



Conditional Use Application – Lee County, GA

SR DESOTO II

October 10th, 2022



A Shell New Energies Partner

Silicon Ranch Corporation
222 Second Ave. S. Suite 1900
Nashville, TN 37201

1.0 Basic Information

Address of Site- 905 Dan Green Road, DeSoto, GA 31743 (unofficial)

Applicant's Information :

SR DeSoto II, LLC
222 2nd Ave S. Nashville, TN 37201

Phone-

Email-

2.0 Regenerative Energy Project Description

The SR DeSoto II project consists of approximately 524 fenced acres in Lee County, Georgia. Historically, the property consisted of agricultural fields, undeveloped land, and timber forests, with the surrounding land primarily consisting of agricultural fields and timber forests. The goals of this project are to produce affordable clean electricity and pasture-based lamb/sheep through regenerative grazing practices, while improving ecological outcomes, enhancing wildlife habitat, and increasing overall biodiversity of the project site. During construction and within array fencing, temporary and permanent soil stabilization practices will be used to meet all regulatory requirements. Post-construction, long term vegetation will consist of a regionally appropriate, sheep grazing-compatible, diverse perennial mix of grasses, clovers, and forbs. Annual cover crop species may be used to provide ongoing erosion control and to increase forage production for managed sheep grazing. A cost-effective, pollinator friendly, and native grass species composition will be used outside array fencing and within the shading buffers, which must be maintained as grasslands to prevent shading, to attract pollinators and provide habitat for various species of wildlife.

Managed sheep grazing is performed using a variant of rotational grazing practices, specifically Adaptive Multi-Paddock Grazing (AMP Grazing). Within array fencing, temporary electric fence will be used to subdivide the array into various 'paddocks', into which flocks of sheep are rotated rapidly through. The sheep will typically spend 3 days or less in each paddock to avoid overgrazing. Sheep are not rotated back to previous paddocks for 40-60 days, depending on weather and other abiotic factors, allowing vegetation an adequate 'recovery period' to regrow. Manure is evenly distributed across the project due to the rapid rotations, serving as a fertilizer that further supports perennial vegetation health while reducing instance of erosion. This technique mimics the way bison and grasslands co-evolved over millions of years in the great plains of North America, and over time the overall functionality of the solar-grassland ecosystem will be improved. Mechanical 'finish mowing' is used as a support tool for the vegetation to remain compliant with solar industry vegetation management performance specifications. Pollinator habitat established in shading buffers will be managed to accommodate various habitats and nesting needs of wildlife while also preventing woody perennial species from establishing.

Additional infrastructure considerations necessary for safe and humane pasture-based livestock are incorporated into the facility and management plans, including livestock guardian animals, water systems, and grazing fencing. Existing agricultural wells are restored and/or new wells are established to distribute livestock water across the site as needed and to support module washing activities. Grazing fencing is established to optimize land management needs of the entire property, inside and outside array fencing, while meeting the various energy production, livestock, and wildlife goals of the project.

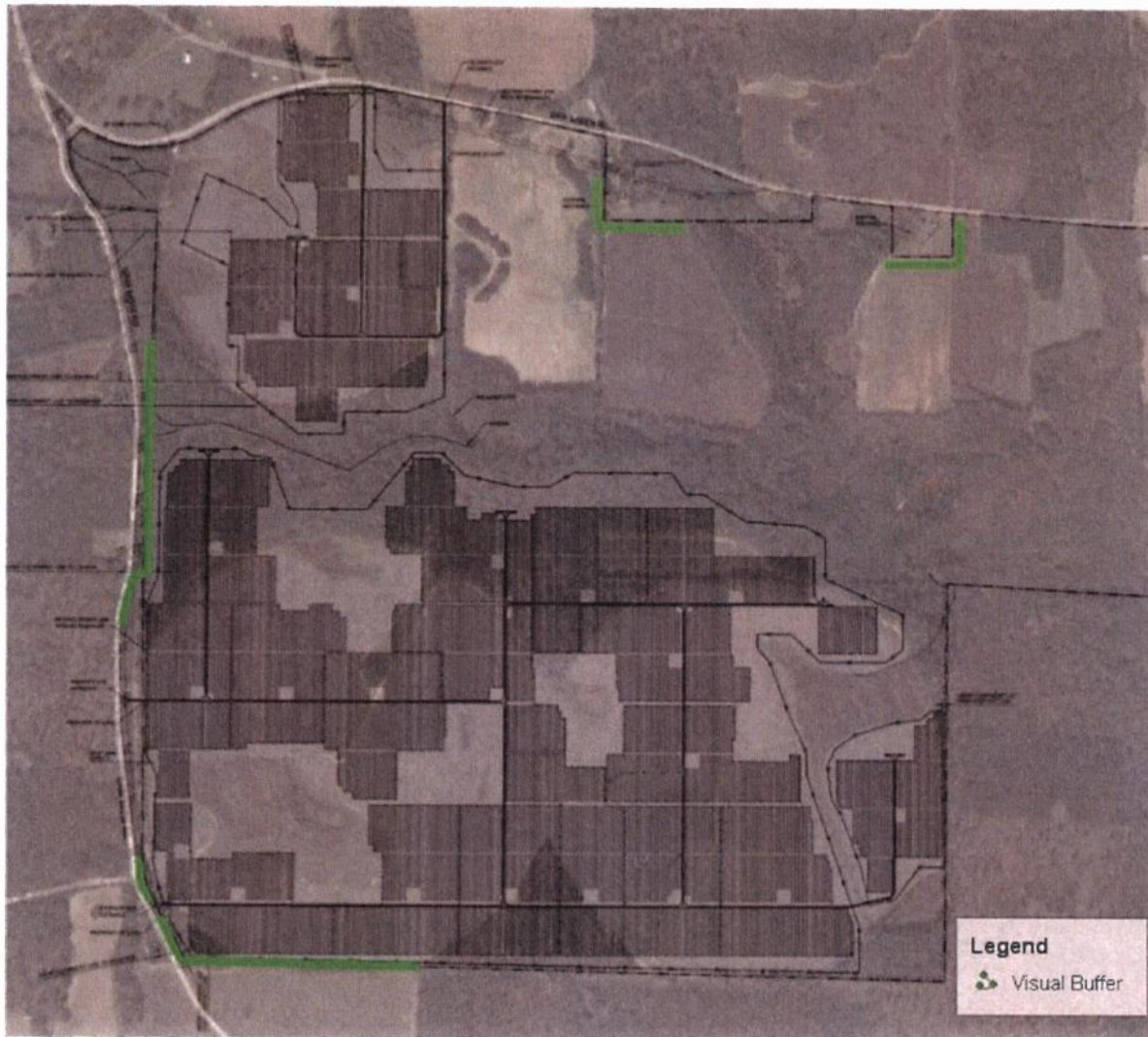
Silicon Ranch's onsite 'Agrivoltaic Technicians' provide regenerative land management, grazing management, and civil maintenance services as well as address any non-electric solar PV maintenance needs for the project. This creates additional long-term jobs post-construction, further distributing additional economic impacts of the project throughout the agricultural sector of the local economy.

3.0 Visual Buffers

SR DeSoto II shall have to the extent reasonably practicable, a year-round visual buffer of either introduced plantings or original growth. This vegetation will provide a reasonable visual and lighting screen to restrict the view of the site from adjacent public or private property (including those lots located across a public right-of-way). Visual buffers will minimize impacts of the site on adjacent residential dwelling units. Their installation will be prioritized along Gray Moss Road and Dan Green Road, with emphasis on locations adjacent to residential structures.

For the avoidance of doubt, it is SR DeSoto II's understanding that the DeSoto II project is subject to the terms of the version of Chapter 70, Article XXI of the Lee County Code of Ordinances that was in place as of the Effective Date of the Memorandum of Understanding executed between SR DeSoto, LLC and the Lee County Development Authority, Lee County Board of Commissioners, Lee County Board of Tax Assessors and the Lee County Tax Commissioner (as the same has been amended from time to time). A copy of the applicable ordinance has been submitted with this application for convenience.

SR DeSoto II Visual Buffer Map-



4.0 Lighting and Signage

SR DeSoto II will limit lighting to the minimum amount reasonably necessary for its safe operation, direct lighting downward where reasonably feasible, incorporate full cut-off fixtures, and reasonably utilize motion sensors. SR DeSoto II will also have proper signage that indicates the risks that may result from contact with SR DeSoto II, as well as the contact information and name of SR DeSoto II's owner or operator. These signs will comply with applicable zoning restrictions and ordinances.

5.0 List of Endangered Species that may be within 1,000 ft. of the property

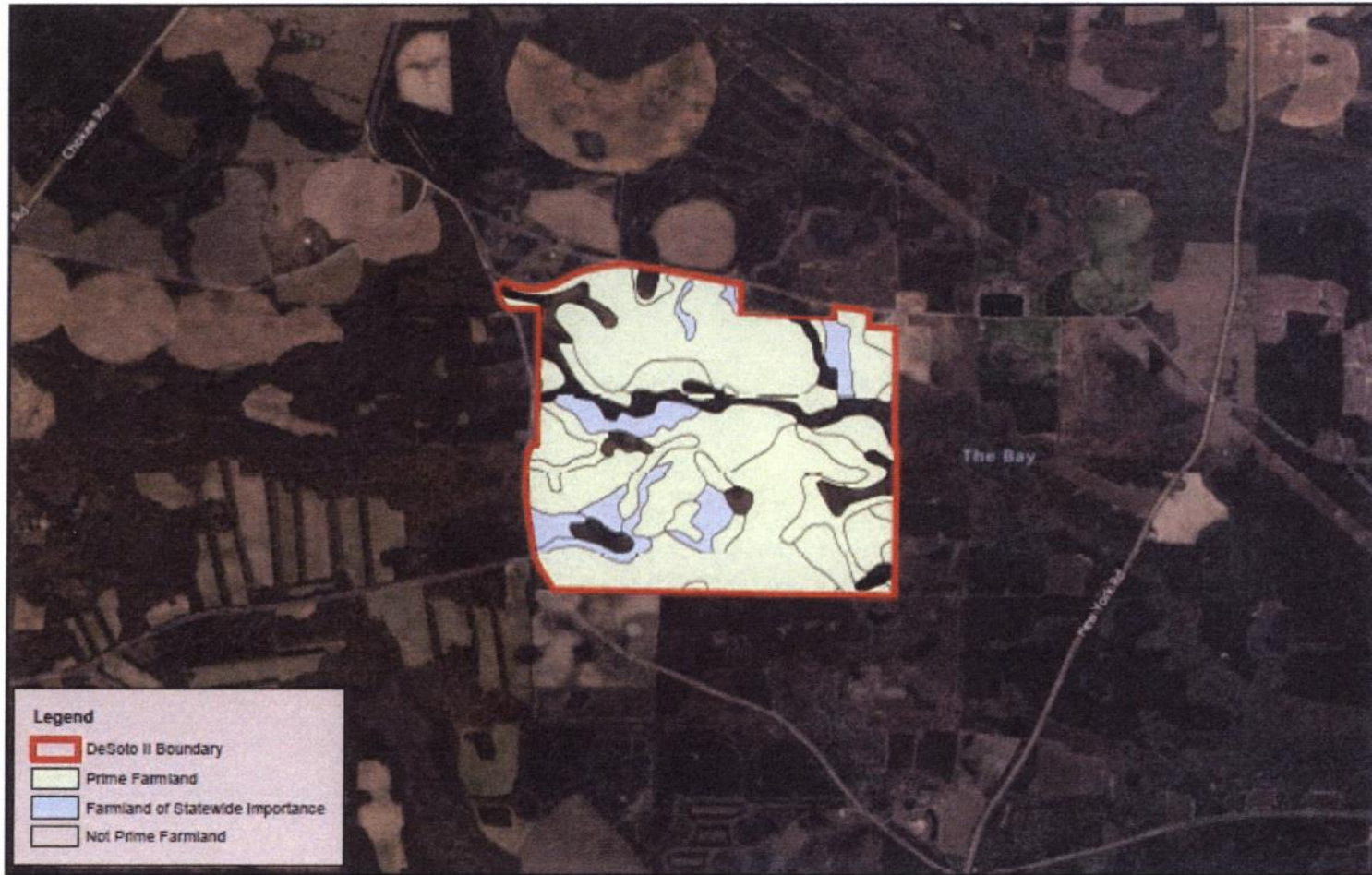
Table 2. Federal Threatened and Endangered Species Summary

Common Name	Scientific Name	*Federal Status	*State Status	Habitat Requirements
Fauna				
Barbour's map turtle	<i>Graptemys barbouri</i>	NL	T	Rivers and large creeks of Apalachicola River drainage possibly in Ochlockonee
delicate spike	<i>Elliptio arctata</i>	NL	E	Creeks and rivers with moderate current, mainly in crevices and under large rocks in silt deposits
eastern indigo snake	<i>Drymarchon corais couperi</i>	T	T	Sandhills; pine flatwoods; dry hammocks; summer habitat includes wetlands
gopher tortoise	<i>Gopherus polyphemus</i>	C	T	Sandhills; dry hammocks; longleaf pine-turkey oak woods; old fields
gulf moccasinshell	<i>Medionidus penicillatus</i>	E	E	**Large rivers to small creeks, found in a variety of substrates
halloween darter	<i>Percina crypta</i>	NL	T	Larger streams in riffle/shoal habitat
inflated spike	<i>Elliptio purpurella</i>	NL	T	Medium creeks to small rivers; clay, sand, and gravel substrate; moderate current
oval pigtoe	<i>Pleurobema pyriforme</i>	E	E	**Large rivers to small creeks with slow to moderate current in pool, run, and riffle habitats; combinations of clay, sand, and gravel substrate
purple bankclimber	<i>Elliptioideus sloatianus</i>	T	T	**Medium to large rivers in ACF and Ochlockonee basins; all substrates except bedrock
rayed creekshell	<i>Strophitus radiatus</i>	NL	T	Small creeks to large rivers, mud, sand, or gravel substrates
reticulated flatwoods salamander	<i>Ambystoma bishopi</i>	E	E	Pine flatwoods, moist savannahs, isolated cypress/gum ponds
shinyrayed pocketbook	<i>Hamiota subangulata</i>	E	E	**Medium sized creeks to large rivers in sand substrates in slow to swift flowing water
wood stork	<i>Mycteria americana</i>	T	NL	Freshwater and estuarine wetlands, primarily nesting in cypress or mangrove swamps.

Flora				
canby's dropwort	<i>Oxypolis canbyi</i>	E	E	Cypress ponds and sloughs; wet savannas
relict trillium	<i>Trillium reliquum</i>	E	E	Mesic hardwood forests; limesink forests; usually with <i>Fagus</i> and <i>Tilia</i>

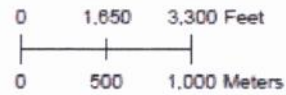
*E = Endangered C = Candidate T = Threatened NL = Not Listed

**Critical Habitat



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Figure 10. NRCS Prime Farmland Soils Map



Silicon Ranch - DeSoto II
Lee County, GA
April 2022

7.0 Project Topography Declaration

After a thorough engineering review, SR DeSoto II will not be built on slopes of 10% or higher.

8.0 Project Timeline

SR DeSoto II (65 MWac) Timeline

Plant Design: August 2022-January 2023

Plant Construction: February 2023 – December 2022

Project Commissioning: May 2023 – December 2023

Plant Mechanical Completion: November 2023

Commercial Operation: December 2023

SR DeSoto II

Decommissioning Plan

Submitted to:

Lee County Planning and Zoning

Submitted on behalf of:

SR DeSoto II, LLC
222 2nd Ave South, Suite 1900
Nashville, TN 37201

October 2022

TABLE OF CONTENTS

1	INTRODUCTION	1
	1.1 Background.....	1
	1.2 Decommissioning Plan Purpose.....	2
2	PROJECT COMPONENTS.....	2
	2.1 Site Construction Preparation.....	2
	2.2 PV Equipment Installation	3
	2.3 Roads	4
	2.4 Vegetation During Operation.....	4
3	PROJECT DECOMMISSIONING AND RECYCLING.....	5
	3.1 Decommissioning Preparation.....	5
	3.2 PV Equipment Removal and Recycling.....	5
	3.3 Roads	7
	3.4 Site Restoration	7
	3.4.1 Evaluation of Restoration Requirements	7
	3.4.2 Restoration Plan.....	8
	3.4.3 Monitoring.....	8
	3.4.4 Criteria for Restoration Success	9
	3.4.5 Reporting and Schedule	9
	3.4.6 Fence	10
4	FUTURE LAND USE	10

1. INTRODUCTION

1.1 Background

SR DeSoto II, LLC will construct, own, and operate a 65-megawatt (MW) (nominal plant capacity) solar photovoltaic (PV) power generation facility and associated electrical transmission facilities, collectively referred to as SR DeSoto II ("Project").

This Facility Decommissioning Plan ("Decommissioning Plan") is developed for Lee County. The Decommissioning Plan provides for the decommissioning and deconstruction of the facility, and for restoration of the Project site, collectively referred to as "decommissioning". The Decommissioning Plan is to be implemented upon discontinuance of operations or abandonment of the Project in whole or in part.

The Decommissioning Plan includes the following:

1. Removal of solar panel structures and all appurtenant above-ground equipment;
2. Removal of on-site overhead poles and above-ground electricity lines within the Project area;
3. Removal of permanent above-ground transmission lines and poles located in the public right-of-way if determined not usable by the applicable public or private utility. Otherwise, such transmission lines and poles shall be allowed to remain;
4. Restoration of any disturbed soil and re-vegetation of the site to the pre-construction condition, with native vegetation similar to the vegetation in the surrounding vicinity; and
5. Restoration or reclamation of project roads to their pre-construction condition unless the then-existing owner of the site elects to retain the improved roads for access throughout the site

The Decommissioning Plan shall factor in the following items, some of which are redundant with those above:

1. Cost to remove solar panels and support structures, with allowance for salvage value for the support structures;
2. Replacement of disturbed soil from removal of support structures;

1.2 Decommissioning Plan Purpose

The purpose of this Decommissioning Plan is to clarify the process to conducting decommissioning activities for the permanent closure of the Project or a portion of the Project. The facility is intended to operate for 40 years or more. This Decommissioning Plan describes the approach for removal and/or proper abandonment of facilities and equipment associated with the Project and describes anticipated land restoration activities at the end of the term or earlier if all or a portion of the Project is discontinued. Elements of this process may be adjusted based on baseline conditions at the time of decommissioning.

2. PROJECT COMPONENTS

The Project's components subject to decommissioning include the equipment summarized below. The decommissioning activities associated with these components are discussed in Section 3.0 of

this Decommissioning Plan.

2.1 Site Construction Preparation

Construction facilities will be located in Lee County within the Project Site, located off Gray Moss Road and Dan Green Road. The construction facilities will include the construction entrance/exit, roadway and the parking and staging areas for vehicle and equipment storage and maintenance. The laydown area will be used for pre-assembly of components and materials storage/staging. Space in the construction facility area will also provide construction worker parking.

Access points will be built for access to the site via new gates at each access point shown on the Site Plan. The site access driveway(s) and gate(s) will remain in place for the operational phase of the Project.

2.2 PV Equipment Installation

The PV equipment for the Project will consist of First Solar PV modules mechanically fastened onto a steel mounting system. The steel mounting system will include galvanized steel posts that will be driven into the ground.

A Light-on-Land philosophy will be used for the grading and installation of the entire Project. Several features of this philosophy are as follows:

1. Minimal soil disturbance. Existing vegetation will be preserved, and soil disturbance will be reduced to the greatest extent possible.
2. Preservation of property. Temporary fencing will be used to protect areas not to be disturbed. Existing improvements, properties, utilities, facilities, trees, and plants that are not to be removed will be protected from injury or damage.
3. Temporary staging areas will be utilized within the solar field and they will ultimately be built over with solar arrays or interconnection facilities. The areas will be seeded after construction is complete.
4. Site internal roads in the solar field will be constructed by compacting existing soil.

2.3 Roads

Access to the project will be from Gray Moss Road and Dan Green Road.

2.4 Vegetation During Operation

Vegetation will be monitored and controlled throughout the production term in order to provide adequate vegetative cover and reduce erosion. Control methods include mechanical control via typical mowing equipment and/or biological control via managed sheep grazing, as well as appropriate use of herbicide for noxious/invasive weed control. Vegetation will not be allowed to grow more than 24" and controlled no lower than 3" during any control operation.

Typical control prescription is as follows:

- Vegetation management operations to occur at a frequency of 4 to 5 per year as needed during growing season
- Appropriate herbicide to be used as needed for control of noxious/invasive weed populations

3. PROJECT DECOMMISSIONING AND RECYCLING

The activities involved in the facility closure will depend on the expected future use of the site.

Certain facility equipment may have future uses, such as roads. The currently envisaged plan involves completion of the initial decommissioning in a six-month period with full restoration requiring additional time for plant re-growth and establishment as required.

In general, decommissioning will attempt to maximize the recycling of all facility components. Specific opportunities for recycling (e.g., PV solar modules) are discussed below in the context of various site components. The individual Project components to be decommissioned will be recycled to the maximum extent practical.

The key Project components to be affected by decommissioning activities are discussed below. The general decommissioning approach will be the same whether a portion of the Project or the entire Project is decommissioned.

3.1 Decommissioning Preparation

The first step in the decommissioning process will be to assess existing site conditions and prepare the site for demolition.

Site decommissioning and equipment removal can take several months. Therefore, access roads, fencing and electrical power will temporarily remain in place for use by the decommissioning and restoration workers until no longer needed. Re-vegetation of disturbed areas can take several years to establish.

Demolition debris will be placed in temporary onsite storage area(s) for no more than 120 days per location with no more than one 120-day extension per location if determined.

3.2 PV Equipment Removal and Recycling

During decommissioning, Project components that are no longer needed will be removed from the site and recycled. The PV solar panels and rack supports will be removed in their entirety from the site using forklifts, dump trucks, and flat-bed and rear-loader garbage trucks. The support posts will be removed by backhoes with attachments. Cranes will be required to remove the inverters, transformers, and their foundations.

The demolition debris and removed equipment may be cut or dismantled into pieces that can be safely lifted or carried with the on-site equipment being used. The majority will be processed for transportation to an offsite recycling center. All steel, copper, and aluminum will be recycled.

The First Solar Modules will be de-energized and dismantled from the table mounts by sliding the panels off the table once the mounting clamps have been loosened. The panels will then be collected and loaded into standard enclosed trucks and transported to a recycling or disposal facility as appropriate.

3.3 Roads

Onsite roads will remain in place to accomplish decommissioning at the end of the facility's life. At

the time of decommissioning, if the landowner determines that some of these roads will be beneficial for future use of the site, those roads may remain after decommissioning. Roads that will not be re-used will be restored to preconstruction conditions. The ground surface will be restored and revegetated as described in Section 3.10.

3.4 Site Restoration

Once removal of Project equipment is complete, the site will be restored to preconstruction conditions and re-vegetated.

3.4.1 Evaluation of Restoration Requirements

Revegetation of disturbed areas can take several years to accomplish. The restoration will be enhanced by the operational landscape re-vegetation and restoration plan outlined in Section 2.9 earlier.

3.4.2 Restoration Plan

All decommissioning shall be completed in a manner where appropriate dust suppression can be achieved. Based on the site conditions, a biologist will develop a restoration plan acceptable to the County at the time of decommissioning. The restoration plan will include de-compaction as appropriate and re-vegetation requirements to restore the site to pre-construction conditions. Any land that is to be returned to farming will not be re-vegetated, but instead be cultivated. Because of the limited disturbance to soils and site contours by the construction of the Project, it is expected that restoration will largely involve reseeding. De-compaction, as required, may involve disking or similar method. Reseeding will be accomplished by broadcast possibly using manually operated cyclone-type bucket spreaders, mechanical seed spreaders, blowers, hydroseeders, rubber-tired all-terrain vehicles equipped with mechanical broadcast spreaders, or other similar or more effective measures. Seed in the spreader hoppers will be mixed to discourage separation of the component seed types. Where broadcast seeding is employed, seeded areas may be raked or harrowed to cover the seed.

Re-vegetation will be monitored to evaluate the recovery status of rehabilitated areas, identify the need for additional re-vegetation, and to make a final determination regarding re-vegetation success. Seeding efforts will be monitored during the first growing season after seeding to assess initial vegetation establishment, distribution, soil stability, and erosion control. Monitoring will occur annually during each successive growing season and cease when rehabilitation meets the criteria for success.

3.4.3 Monitoring

All rehabilitated areas will be visually inspected to: 1) detect areas that require attention, such as areas in which erosion is occurring and 2) identify areas that may require additional measures. Additional measures will be implemented, as necessary, to ensure vegetation growth/establishment. Temporary fencing, when necessary, will be installed to avoid adverse effects to rehabilitation efforts, such as vehicular use of these areas during growth establishment.

Following each growing season, the re-vegetated areas will be visually inspected to identify

areas that may require additional measures. Monitoring will qualitatively assess the effectiveness of temporary and permanent erosion control structures in stabilizing disturbed areas and controlling runoff. Site areas requiring remedial work will be identified and any additional erosion control work will be performed. It is anticipated that any active erosion problems will be apparent during the first year or two following re-vegetation or after the first major storm or runoff event. It is anticipated that the monitoring process will continue for at least three growing seasons.

3.4.4 Criteria for Restoration Success

Success criteria for site restoration will be established prior to commencement of decommissioning activities, based on the documented pre-construction conditions, experience gained with re-vegetation during operation and the condition of the site at the time of decommissioning. After a re-vegetated area meets success criteria, re-vegetation will be considered complete and re-vegetation monitoring will cease in that area.

3.4.5 Reporting and Schedule

Acceptable levels of re-vegetation success and the schedule for achieving them could vary based on various factors such as soil and rainfall conditions. It is expected that successful re-vegetation will be accomplished within three years of initiation of re-vegetation activities.

3.4.6 Fence

Following removal of all Project-related equipment, the chain link fence and gates surrounding the project site can be removed and recycled. We assume a salvage value of \$65 per ton for the chain link fence.

4. FUTURE LAND USE

The activities involved in the facility closure will depend on the expected future use of the site. Certain facility equipment may be utilized for future uses. Therefore, the extent of site closure activities will be determined at the time of the closure. Future uses of the lands occupied by the Project will be contingent on the County land use plans and regulations applicable to the site at the time such future use is proposed to be established.



LEE COUNTY
Planning Department
Lee County, Georgia
Staff Report

Conditional Use Application Review – SR DeSoto III (Silicon Ranch)

Application Name: SR DeSoto III

Date: 10/10/2022

Applicant Name: Silicon Ranch Corporation

Property Owner: Silicon Ranch Corporation, Wherrell 41, LLC, John and Eddie Berryhill, and Roger Howell

Location: 14th Land District, Land Lots 188, 189, 195, 196, 197, 222, 227, 221, and 228

Parcel Size: Approximately 524 acres

Existing Zoning: CUP and AG-1

Application Summary

The applicant proposes to develop a large-scale ground mounted solar energy system (large scale SES). This application is for Phase III of the proposed three phase solar energy system to be located at 915 Dan Green Road, DeSoto, GA (unofficial address). The subject property is owned by four different owners, including parcels owned by the Silicon Ranch Corporation. The existing parcels are zoned CUP and AG-1.

Staff Analysis

The analysis of the application is made based upon the conditional uses review as set forth in the Solar related Lee County Code Ordinance in place at the time of the Memorandum of Understanding (MOU) signed by the County and SR DeSoto, LLC on October 30, 2020. Conditional use review in current Lee County Code Sec. 70-698 shall not apply to this case based upon the conditions agreed to in the MOU.

Conditional uses may be granted upon finding that, if granted, the conditional use will not cause occurrence of any of the following:

- 1. Whether the proposed SES facility can coexist with healthy tree coverage within the area where the proposed SES facility is to be located;**
The submitted application notes that the project will preserve vegetation and trees to the extent reasonably practicable. Staff does not expect that this will cause unhealthy tree coverage impacts beyond tree removals needed for solar installation. Approximately 50% of the project area is currently open fields without trees.
- 2. Whether the SES facility will negatively affect the ecological benefits of forestland with respect to the forestland's continuing ability to maintain their clean water filtration capacity, soil erosion control, clean air, wildlife habitat, aesthetics and recreation potential is substantial. With respect to such analysis, the following should be considered with respect to such potentially impacted forestland:**

This proposed phase of the project is not expected to negatively impact the area's ability to maintain clean water filtration capacity, soil erosion control, recreation potential, or clean air. There may be minor impacts to wildlife habitat, but wildlife corridors are being maintained. The aesthetics of the subject property will be changed, but preservation and maintenance of visual buffers is proposed as required by the ordinances.

3. Whether the proposed SES Site will avoid clear cutting forests entirely.

The proposed layout plan results in approximately 50% of the project phase area requiring tree removal to install solar panels in the proposed locations. The proposed areas to be clear cut are adjacent to existing open fields. The proposed clearing is needed for the solar energy system to reach the proposed total size.

4. If a solar energy system is proposed on forestland, the footprint or design (a) avoids the healthiest sections of forest and oldest trees, and (b) adopts habitat corridors to protect wildlife.

While forested area will be impacted along the perimeter of most areas of Phase III, these impacts to forested area are required to construct the proposed SES facility. It is not apparent to what extent the oldest or healthiest trees will be impacted by the proposed tree removal. The proposed layout plan maintains a habitat corridor between the two sections of this phase of the project.

5. Whether the proposed plan establishes that a policy of zero net loss should be followed, meaning both planting the same number of trees that were cut elsewhere.

The applicant does not note any intent to establish a policy of zero tree loss. The applicant did not include any landscaping information outside of providing a visual buffer in areas adjacent to residential dwellings, which may include new plantings as needed.

6. Whether the proposed SES facility shall be physically positioned in such a way that glare does not affect adjacent properties or roadways.

While the applicant does not discuss glare reduction or configuration, the applicant intends to use vegetated buffers to screen lighting which would also reduce glare impacts in some areas.

7. Whether the proposed SES (7) facility complies with required setbacks, visual buffers and signage requirements.

The proposed SES facility meets the large-scale SES setback requirements of 25 feet from any property line and 30 feet from any public right of way. Regarding the requirement to be no closer than 100 feet from any residential dwelling unit on an adjacent lot (per Sec. 70-694 standards at the time of the MOU), it is not clear from the layout plan if this requirement is met for the solar panels to be placed along the eastern border of Phase III. There are residential lots to the east of the Phase III area along New York Road and small portions along Dan Green Road, as noted in the visual buffer map provided in the narrative. The proposed visual buffers, to be provided to the extend reasonably practicable, would be expected to reduce impacts on adjacent residential dwellings as required in Sec. 70-694. Signage will be provided to identify risks on the site, clarify the owner's identity, provide a 24-hour emergency contact, and comply with all local and state sign requirements.

8. Whether the proposed SES application provides long-term plans to minimize stormwater runoff and soil erosion impacts from the SES facility through the following site design practices:

The applicant does not detail stormwater management plans other than noting general basin locations on the layout plan. Vegetated grass cover crops, which will be pollinator friendly native grasses, will be utilized for erosion control. In addition, the applicant plans to use sheep grazing to maintain the vegetation, with a rotation schedule to prevent overgrazing.

9. Whether the proposed SES application provides for the avoidance of soil compaction underneath and around panels during and after construction by using low impact construction techniques.

The applicant does not discuss if they will use construction techniques to avoid over compaction of the soil during and after construction.

10. Whether the proposed SES application provides for maintaining natural soil and vegetative groundcover in good condition underneath the panels, rather than cement, gravel or bare dirt. Such vegetative groundcover should include: (i) a meadow condition with native grasses are low growing, low maintenance, and have deeper roots which help decrease soil compaction; (ii) planting pollinator friendly habitat (native plant species, such as shrubs, grasses, and wildflowers) between, below, and alongside solar panels, thus, helping restore pollinator population through dual land uses.

The applicant has a detailed plan to provide pollinator friendly native grasses underneath and around the solar panels to provide wildlife habitat and reduce soil erosion while providing for water infiltration. The applicant proposes to implement regenerative grazing practices by using managed sheep grazing around the solar panels and grassland.

11. Whether the proposed SES application provides for avoiding chemical fertilizers, pesticides and fungicides, as this can pollute stormwater runoff and may require stormwater treatment and requiring mowing of the grass areas.

The sheep grazing and manure is proposed to serve as a natural fertilizer for the grassed areas. Other pesticides and fungicides are not discussed or stated as proposed to be used on the site. Manure from the sheep, while a natural fertilizer option, will require stormwater management to ensure that water quality is not impacted by runoff from the site.

Staff Recommendation & Conditional Recommendations

Based on the standards and limitations for conditional use applications, this request does meet all necessary conditions to grant a conditional use. Should the present request be approved, staff recommends the following conditions to be fulfilled at the owner/developer's expense.

1. Design and construction of structures shall meet or exceed the standards indicated on the concept plan, narrative, and other documents submitted with the conditional use application and attached hereto. This condition shall not construe approval of any standard that is not in conformity with the Lee County Code of Ordinances.
2. Design and engineering for land development should ensure that storm water management requirements are met to minimize stormwater runoff and ensure the quality of water exiting the site.
3. The applicant should ensure that low impact construction techniques are utilized to avoid soil compaction during and after construction.



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

OWNER: Roger Howell

ADDRESS: 746 Dan Green Road, DeSoto GA 31743

DAYTIME PHONE #: _____ EMAIL: _____

ADDRESS OR LOCATION OF PROPERTY: Dan Green Rd. DeSoto, GA

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning AG-1 Present Use of Property: Agriculture

196 Land Lot Number 14th Land District 107.57 # of Acres

The subject property is described as follows:

Agriculture

Why are you requesting a conditional use?

Large Scale SES

ALSO ATTACH: (1 copy of each) _____ Plat of property, including vicinity map (both plat sizes: 8 1/2 x 11 and 11 x 17)
_____ Legal description Containing Metes and Bounds

I hereby certify that I am the owner and/or legal agent of the owner, in fee simple of the above-described property.

WITNESS John DeSoto

OWNER Roger J Howell

DATE 10/03/2022

DATE 10/03/2022

Application Fee: _____ Date Paid: _____ Received by: _____

In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the application.

Applicant Name: SR DeSoto III, LLC, a wholly owned subsidiary of Silicon Ranch Corporation

Address: 222 2nd Ave. S. Nashville, TN 37201

Phone #: _____ Email: _____



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

OWNER: John and Eddie Berryhill

ADDRESS: 848 Dan Green Road, De Soto, GA 31744 31743

DAYTIME PHONE #: _____ EMAIL: _____

ADDRESS OR LOCATION OF PROPERTY: Dan Green Rd. DeSoto, GA

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning AG-1 Present Use of Property: Agriculture

195 Land Lot Number 14th Land District 65.62 # of Acres

The subject property is described as follows:
_____ Agriculture _____

Why are you requesting a conditional use?
_____ Large Scale SES _____

ALSO ATTACH: (1 copy of each) _____ Plat of property, including vicinity map (both plat sizes: 8 1/2 x 11 and 11 x 17)
_____ Legal description Containing Metes and Bounds

I hereby certify that I am the owner and/or legal agent of the owner, in fee simple of the above-described property.

WITNESS [Signature]

OWNER [Signature]

DATE 10/04/2022

DATE 10/04/2022

Application Fee: _____ Date Paid: _____ Received by: _____

In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the application.

Applicant Name: SR DeSoto III, LLC A wholly owned subsidiary of silicon Ranch Corporation

Address: 222 2nd Ave. S. Nashville, TN 37201

Phone #: _____ Email: _____



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

OWNER: Wherrell 41, LLC
ADDRESS: 1254 SW 24th Avenue, Okeechobee, FL 34794

DAYTIME PHONE #: _____ EMAIL: _____

ADDRESS OR LOCATION OF PROPERTY: Dan Green Rd. DeSoto, GA

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning AG-1 Present Use of Property: Agriculture

168,169,197 et al Land Lot Number 14th Land District 747.79 # of Acres

The subject property is described as follows:
Agriculture

Why are you requesting a conditional use?
Large Scale SES

ALSO ATTACH: (1 copy of each) _____ Plat of property, including vicinity map (both plat sizes: 8 1/2 x 11 and 11 x 17)
_____ Legal description Containing Metes and Bounds

I hereby certify that I am the owner and/or legal agent of the owner, in fee simple of the above-described property.

WITNESS [Signature]

OWNER [Signature]

DATE 9/30/2022

DATE Sept. 30, 2022

Application Fee: _____ Date Paid: _____ Received by: _____

In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the application.

Applicant Name: SR DeSoto III, LLC

Address: 222 2nd Ave. S. Nashville, TN 37201

Phone #: _____ Email: _____



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

OWNER: Silicon Ranch Corporation
ADDRESS: 222 Second Avenue S, Suit 1900, Nashville, TN 37201
DAYTIME PHONE #: _____ EMAIL: _____
ADDRESS OR LOCATION OF PROPERTY: Dan Green Rd. DeSoto, GA

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning CUP Present Use of Property: Large Scale SES

^{222, 227, 221, 228} Land Lot Number 14th Land District 500+ # of Acres

The subject property is described as follows:
ancillary property adjacent to the DeSoto I Large Scale SES
(acreage is 345.59 acre parcel south of Dan Green Rd., and the western portion of the 1453 acre parcel north of Dan Green Rd.)

Why are you requesting a conditional use?
Large Scale SES to support DeSoto II and DeSoto III projects

ALSO ATTACH: (1 copy of each) _____ Plat of property, including vicinity map (both plat sizes: 8 1/2 x 11 and 11 x 17)
_____ Legal description Containing Metes and Bounds

I hereby certify that I am the owner and/or legal agent of the owner, in fee simple of the above-described property.

WITNESS May Balthus

OWNER [Signature]

DATE 10/5/22

DATE 10/5/22

Application Fee: _____ Date Paid: _____ Received by: _____

In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the application.

Applicant Name: SR DeSoto III, LLC

Address: 222 2nd Ave. S. Nashville, TN 37201

Phone #: _____ Email: _____

AUTHORIZATION OF SR DESOTO III, LLC
Application for Conditional Use Permit

I swear that I am the Chief Commercial Officer of SR DeSoto III, LLC (the "Company").

I authorize the person named below to act as an authorized agent of the Company as the applicant in the pursuit of a conditional use permit for property located in Lee County, Georgia.

Name of Applicant Connor Echols

Address c/o Silicon Ranch Corporation, 222 2nd Avenue South, Suite 1900, Nashville, TN 37201, Attn: Connor Echols

Telephone Number _____

SR DESOTO III, LLC

By: *Matt Beasley*

Name: Matt Beasley

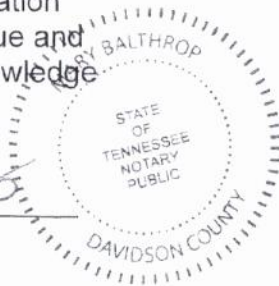
Title: CCO

Personally appeared before me

Matt Beasley

who swears/affirms that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

Mary Balthrop



Notary Public

Exp: *1/11-24*

Date *10/5/22*

**APPLICATION FOR CONDITIONAL USE PERMIT
LEE COUNTY**

APPLICATION NO. _____

AFFIDAVIT

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The undersigned, Matt Beasley, being the Chief Commercial Officer of SR DeSoto III, LLC, a Delaware limited liability company ("Applicant"), deposes and says, to the best of Applicant's knowledge, as follows:

1. The undersigned intends to develop, construct, own, and operate a Solar Energy System, as that term is defined in An Ordinance Amending the Lee County Zoning Code to Provide Comprehensive Guidelines for the Safe and Orderly Development of Solar Energy in Lee County, Georgia, approved January 28, 2020 by the Board of Commissioners of Lee County, Georgia (the "Authority");
2. This Affidavit is being delivered to the Authority in connection with the Applicant's request for a Conditional Use Permit;
3. The real property on which the Solar Energy System will be constructed and operated is currently owned by owned by each of (i) Wherrell 41, LLC, (ii) Roger Howell, (iii) John and Eddie Berryhill ((i), (ii), and (iii) collectively, "Landowners");
4. Silicon Ranch Corporation ("SRC"), a Delaware corporation and affiliate of Applicant is party to a series of purchase options to purchase the real property from the Landowners;
5. The Landowners and SRC have each authorized Applicant to file this application for a Conditional Use Permit;
6. The construction and operation of the Solar Energy System will comply with all applicable federal and state laws;
7. The construction and operation of the Solar Energy System will comply with all local statutes, rules, regulations and ordinances, including the requirements of the Lee County zoning code, unless waived by Lee County; and
8. Applicant will maintain commercial general liability insurance throughout the siting, construction, installation, operation, and decommissioning of the Solar Energy System of at least \$1,000,000 dollars, and will provide written proof of the same within thirty (30) calendar days of receipt of written request from Lee County or any agency of Lee County. Applicant will cause the liability insurance carrier to provide at least thirty (30) calendar days' written notice to Lee County prior to the cancellation of such insurance.

[Signature page follows]

Further Affiant saith not.

APPLICANT:

SR DeSoto III, LLC

By: *SR DeSoto III*

Name: Matt Beasley

Title: Chief Commercial Officer

Date: 10/9/22

Sworn to and subscribed before me this 5th day of October, 2022.

Mary Balthrop
Notary Public

My Commission Expires: 1-11-2020



Conditional Use Application – Lee County, GA

SR DESOTO III

October 10th, 2022



A Shell New Energies Partner

Silicon Ranch Corporation
222 Second Ave. S. Suite 1900
Nashville, TN 37201

1.0 Basic Information

Address of Site- 915 Dan Green Rd., DeSoto, GA 31743 (unofficial)

Applicant's Information :

SR DeSoto III, LLC
222 2nd Ave S. Nashville, TN 37201

Phone-

Email- :

2.0 Regenerative Energy Project Description

The SR DeSoto III project consists of approximately 420 fenced acres in Lee County, Georgia, a portion of which was previously approved for but unused by SR DeSoto I via the Conditional Use Application approved by the Board of Commissioners on June 22nd, 2021. Historically, the property consisted of agricultural fields, undeveloped land, and timber forests, with the surrounding land primarily consisting of agricultural fields and timber forests. The goals of this project are to produce affordable clean electricity and pasture-based lamb/sheep through regenerative grazing practices, while improving ecological outcomes, enhancing wildlife habitat, and increasing overall biodiversity of the project site. During construction and within array fencing, temporary and permanent soil stabilization practices will be used to meet all regulatory requirements. Post-construction, long term vegetation will consist of a regionally appropriate, sheep grazing-compatible, diverse perennial mix of grasses, clovers, and forbs. Annual cover crop species may be used to provide ongoing erosion control and to increase forage production for managed sheep grazing. A cost-effective, pollinator friendly, and native grass species composition will be used outside array fencing and within the shading buffers, which must be maintained as grasslands to prevent shading, to attract pollinators and provide habitat for various species of wildlife.

Managed sheep grazing is performed using a variant of rotational grazing practices, specifically Adaptive Multi-Paddock Grazing (AMP Grazing). Within array fencing, temporary electric fence will be used to subdivide the array into various 'paddocks', into which flocks of sheep are rotated rapidly through. The sheep will typically spend 3 days or less in each paddock to avoid overgrazing. Sheep are not rotated back to previous paddocks for 40-60 days, depending on weather and other abiotic factors, allowing vegetation an adequate 'recovery period' to regrow. Manure is evenly distributed across the project due to the rapid rotations, serving as a fertilizer that further supports perennial vegetation health while reducing instance of erosion. This technique mimics the way bison and grasslands co-evolved over millions of years in the great plains of North America, and over time the overall functionality of the solar-grassland ecosystem will be improved. Mechanical 'finish mowing' is used as a support tool for the vegetation to remain compliant with solar industry vegetation management performance specifications. Pollinator habitat established in shading buffers will be managed to accommodate various habitats and nesting needs of wildlife while also preventing woody perennial species from establishing.

Additional infrastructure considerations necessary for safe and humane pasture-based livestock are incorporated into the facility and management plans, including livestock guardian animals, water systems, and grazing fencing. Existing agricultural wells are restored and/or new wells are established to distribute livestock water across the site as needed and to support module washing activities. Grazing fencing is established to optimize land management needs of the entire property, inside and outside array fencing, while meeting the various energy production, livestock, and wildlife goals of the project.

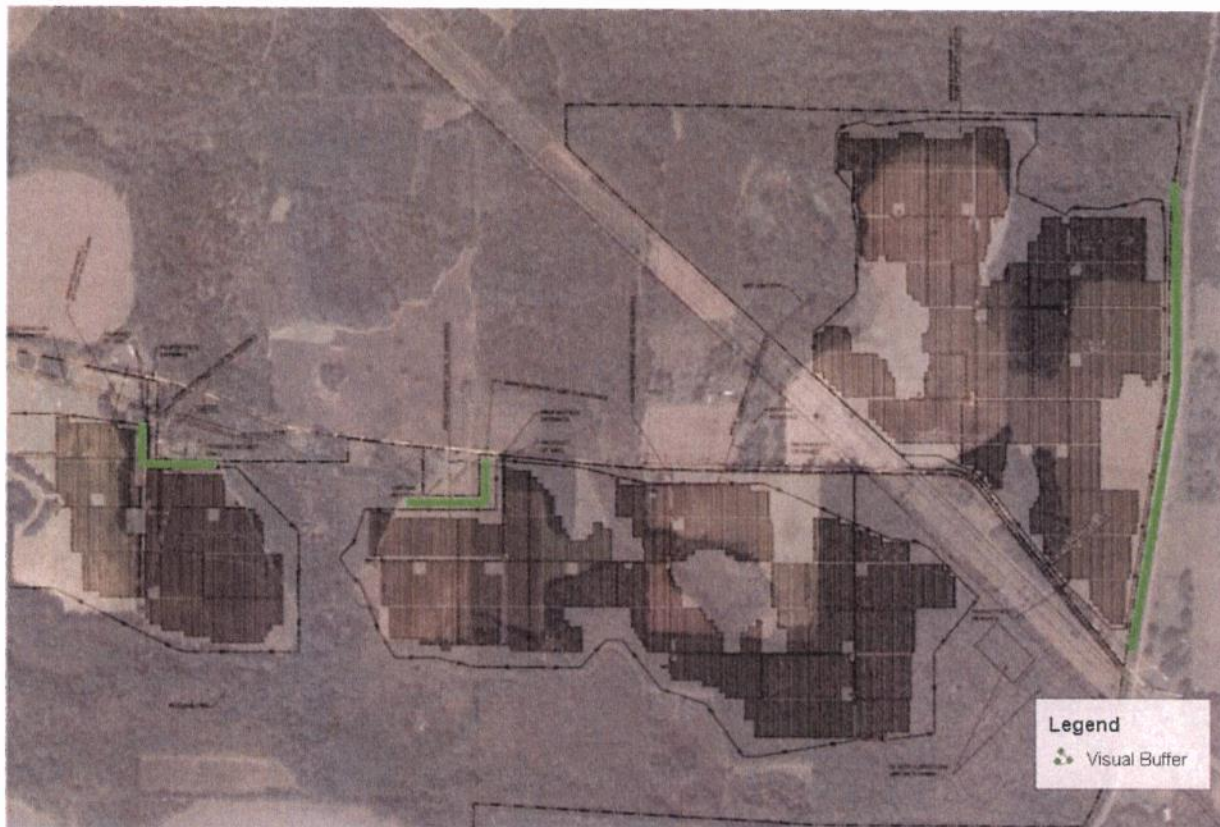
Silicon Ranch's onsite 'Agrivoltaic Technicians' provide regenerative land management, grazing management, and civil maintenance services as well as address any non-electric solar PV maintenance needs for the project. This creates additional long-term jobs post-construction, further distributing additional economic impacts of the project throughout the agricultural sector of the local economy.

3.0 Visual Buffers

SR DeSoto III shall have to the extent reasonably practicable, a year-round visual buffer of either introduced plantings or original growth. This vegetation will provide a reasonable visual and lighting screen to restrict the view of the site from adjacent public or private property (including those lots located across a public right-of-way). Visual buffers will minimize impacts of the site on adjacent residential dwelling units. Their installation will be prioritized along Dan Green Road and New York Road, with emphasis on locations adjacent to residential structures.

For the avoidance of doubt, it is SR DeSoto III's understanding that the DeSoto III project is subject to the terms of the version of Chapter 70, Article XXI of the Lee County Code of Ordinances that was in place as of the Effective Date of the Memorandum of Understanding executed between SR DeSoto, LLC and the Lee County Development Authority, Lee County Board of Commissioners, Lee County Board of Tax Assessors and the Lee County Tax Commissioner (as the same has been amended from time to time). A copy of the applicable ordinance has been submitted with this application for convenience.

SR DeSoto III Visual Buffer Map-



4.0 Lighting and Signage

SR DeSoto III will limit lighting to the minimum amount reasonably necessary for its safe operation, direct lighting downward where reasonably feasible, incorporate full cut-off fixtures, and reasonably utilize motion sensors. SR DeSoto III will also have proper signage that indicates the risks that may result from contact with SR DeSoto III, as well as the contact information and name of SR DeSoto III's owner or operator. These signs will comply with applicable zoning restrictions and ordinances.

5.0 List of Endangered Species that may be within 1,000 ft. of the property

Table 2. Federal Threatened and Endangered Species Summary

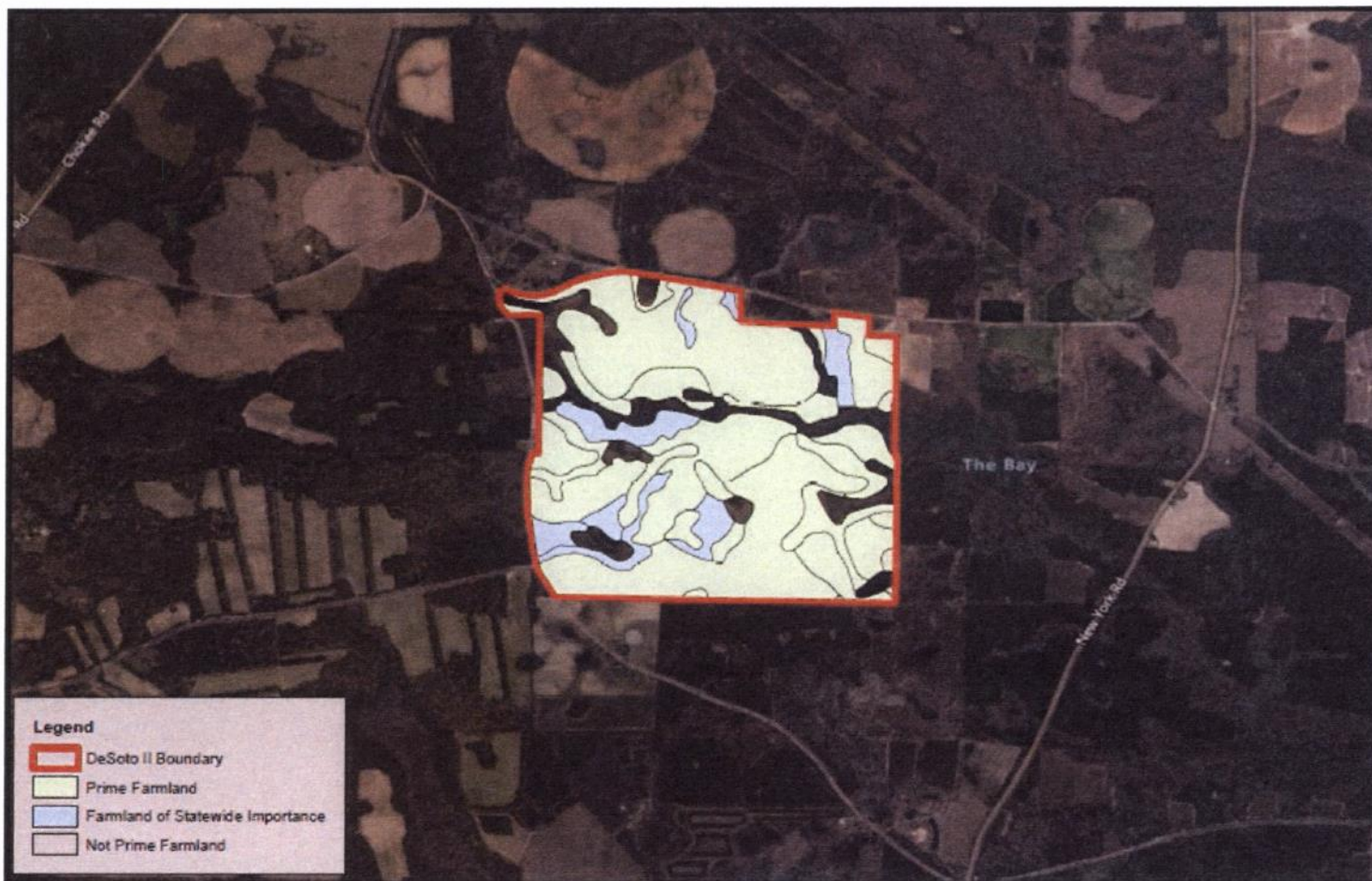
Common Name	Scientific Name	*Federal Status	*State Status	Habitat Requirements
Fauna				
Barbour's map turtle	<i>Graptemys barbouri</i>	NL	T	Rivers and large creeks of Apalachicola River drainage possibly in Ochlockonee
delicate spike	<i>Elliptio arcata</i>	NL	E	Creeks and rivers with moderate current; mainly in crevices and under large rocks in silt deposits
eastern indigo snake	<i>Drymarchon corais couperi</i>	T	T	Sandhills; pine flatwoods; dry hammocks; summer habitat includes wetlands

gopher tortoise	<i>Gopherus polyphemus</i>	C	T	Sandhills; dry hammocks; longleaf pine-turkey oak woods; old fields
gulf moccasinshell	<i>Medionidus penicillatus</i>	E	E	**Large rivers to small creeks; found in a variety of substrates
halloween darter	<i>Percina crypta</i>	NL	T	Larger streams in riffle/shoal habitat
inflated spike	<i>Elliptio purpurella</i>	NL	T	Medium creeks to small rivers; clay, sand, and gravel substrate; moderate current
oval pigtoe	<i>Pleurobema pyriforme</i>	E	E	**Large rivers to small creeks with slow to moderate current in pool, run, and riffle habitats, combinations of clay, sand, and gravel substrate
purple bankclimber	<i>Elliptoideus sloatianus</i>	T	T	**Medium to large rivers in ACF and Ochlockonee basins; all substrates except bedrock
rayed creekshell	<i>Strophitus radiatus</i>	NL	T	Small creeks to large rivers, mud, sand, or gravel substrates
reticulated flatwoods salamander	<i>Ambystoma bishopi</i>	E	E	Pine flatwoods, moist savannahs, isolated cypress/gum ponds
shinyrayed pocketbook	<i>Hamiota subangulata</i>	E	E	**Medium sized creeks to large rivers in sand substrates in slow to swift flowing water
wood stork	<i>Mycteria</i>	T	NL	Freshwater and estuarine wetlands, primarily nesting in cypress or

Flora				
canby's dropwort	<i>Oxypolis canbyi</i>	E	E	Cypress ponds and sloughs; wet savannas
relict trillium	<i>Trillium reliquum</i>	E	E	Mesic hardwood forests; limesink forests; usually with Fagus and Tilia

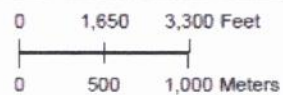
*E = Endangered C = Candidate T = Threatened NL= Not Listed

**Critical Habitat

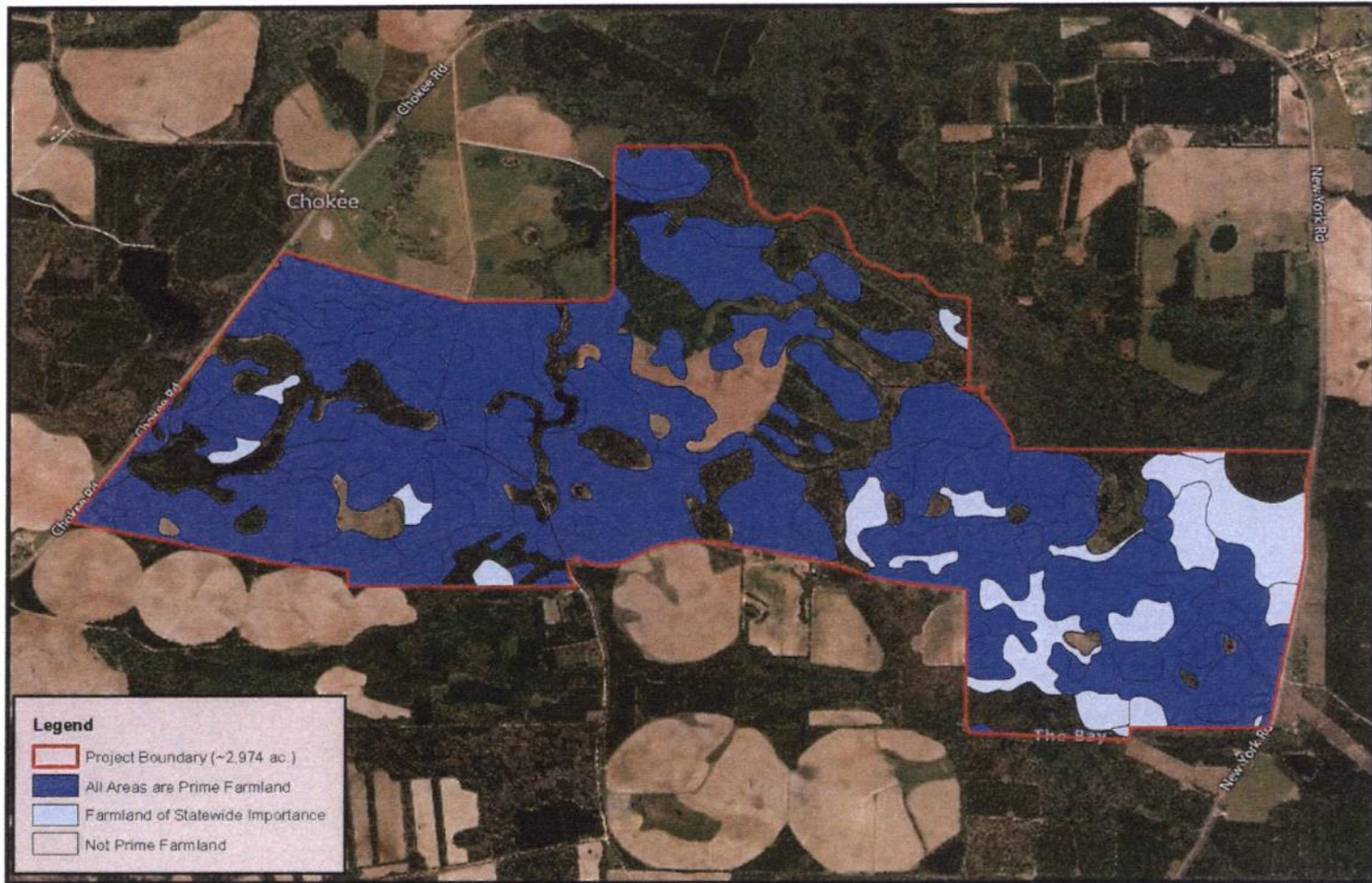


Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Figure 10. NRCS Prime Farmland Soils Map

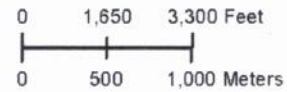


Silicon Ranch - DeSoto III
Lee County, GA
April 2022



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Figure 10. NRCS Prime Farmland Soils Map



Silicon Ranch - DeSoto
Lee County, GA
September 2020

7.0 Project Topography Declaration

After a thorough engineering review, SR DeSoto III will not be built on slopes of 10% or higher.

8.0 Project Timeline

SR DeSoto III (60 MWac) Timeline

Plant Design: August 2022-January 2023

Plant Construction: February 2023 – December 2022

Project Commissioning: May 2023 – December 2023

Plant Mechanical Completion: November 2023

Commercial Operation: December 2023

SR DeSoto III
Decommissioning Plan

Submitted to:
Lee County Planning and Zoning

Submitted on behalf of:
SR DeSoto III, LLC
222 2nd Ave South, Suite 1900
Nashville, TN 37201

October 2022

TABLE OF CONTENTS

1 INTRODUCTION 1
 1.1 Background..... 1
 1.2 Decommissioning Plan Purpose..... 2

2 PROJECT COMPONENTS..... 2
 2.1 Site Construction Preparation..... 2
 2.2 PV Equipment Installation 3
 2.3 Roads 4
 2.4 Vegetation During Operation..... 4

3 PROJECT DECOMMISSIONING AND RECYCLING..... 5
 3.1 Decommissioning Preparation..... 5
 3.2 PV Equipment Removal and Recycling..... 5
 3.3 Roads 7
 3.4 Site Restoration 7
 3.4.1 Evaluation of Restoration Requirements 7
 3.4.2 Restoration Plan..... 8
 3.4.3 Monitoring..... 8
 3.4.4 Criteria for Restoration Success..... 9
 3.4.5 Reporting and Schedule..... 9
 3.4.6 Fence 10

4 FUTURE LAND USE 10

1. INTRODUCTION

1.1 Background

SR DeSoto III, LLC will construct, own and operate a 60-megawatt (MW) (nominal plant capacity) solar photovoltaic (PV) power generation facility and associated electrical transmission facilities, collectively referred to as SR DeSoto III ("Project").

This Facility Decommissioning Plan ("Decommissioning Plan") is developed for Lee County. The Decommissioning Plan provides for the decommissioning and deconstruction of the facility, and for restoration of the Project site, collectively referred to as "decommissioning". The Decommissioning Plan is to be implemented upon discontinuance of operations or abandonment of the Project in whole or in part.

The Decommissioning Plan includes the following:

1. Removal of solar panel structures and all appurtenant above-ground equipment;
2. Removal of on-site overhead poles and above-ground electricity lines within the Project area;
3. Removal of permanent above-ground transmission lines and poles located in the public right-of-way if determined not usable by the applicable public or private utility. Otherwise, such transmission lines and poles shall be allowed to remain;
4. Restoration of any disturbed soil and re-vegetation of the site to the pre-construction condition, with native vegetation similar to the vegetation in the surrounding vicinity; and
5. Restoration or reclamation of project roads to their pre-construction condition unless the then-existing owner of the site elects to retain the improved roads for access throughout the site

The Decommissioning Plan shall factor in the following items, some of which are redundant with those above:

1. Cost to remove solar panels and support structures, with allowance for salvage value for the support structures;
2. Replacement of disturbed soil from removal of support structures;

1.2 Decommissioning Plan Purpose

The purpose of this Decommissioning Plan is to clarify the process to conducting decommissioning activities for the permanent closure of the Project or a portion of the Project. The facility is intended to operate for 40 years or more. This Decommissioning Plan describes the approach for removal and/or proper abandonment of facilities and equipment associated with the Project and describes anticipated land restoration activities at the end of the term or earlier if all or a portion of the Project is discontinued. Elements of this process may be adjusted based on baseline conditions at the time of decommissioning.

2. PROJECT COMPONENTS

The Project's components subject to decommissioning include the equipment summarized below. The decommissioning activities associated with these components are discussed in Section 3.0 of

this Decommissioning Plan.

2.1 Site Construction Preparation

Construction facilities will be located in Lee County within the Project Site, located off Dan Green Road and New York Road. The construction facilities will include the construction entrance/exit, roadway and the parking and staging areas for vehicle and equipment storage and maintenance. The laydown area will be used for pre-assembly of components and materials storage/staging. Space in the construction facility area will also provide construction worker parking.

Access points will be built for access to the site via new gates at each access point shown on the Site Plan. The site access driveway(s) and gate(s) will remain in place for the operational phase of the Project.

2.2 PV Equipment Installation

The PV equipment for the Project will consist of First Solar PV modules mechanically fastened onto a steel mounting system. The steel mounting system will include galvanized steel posts that will be driven into the ground.

A Light-on-Land philosophy will be used for the grading and installation of the entire Project. Several features of this philosophy are as follows:

1. Minimal soil disturbance. Existing vegetation will be preserved, and soil disturbance will be reduced to the greatest extent possible.
2. Preservation of property. Temporary fencing will be used to protect areas not to be disturbed. Existing improvements, properties, utilities, facilities, trees and plants that are not to be removed will be protected from injury or damage.
3. Temporary staging areas will be utilized within the solar field and they will ultimately be built over with solar arrays or interconnection facilities. The areas will be seeded after construction is complete.
4. Site internal roads in the solar field will be constructed by compacting existing soil.

2.3 Roads

Access to the project will be from Dan Green Road and New York Road.

2.4 Vegetation During Operation

Vegetation will be monitored and controlled throughout the production term in order to provide adequate vegetative cover and reduce erosion. Control methods include mechanical control via typical mowing equipment and/or biological control via managed sheep grazing, as well as appropriate use of herbicide for noxious/invasive weed control. Vegetation will not be allowed to grow more than 24" and controlled no lower than 3" during any control operation.

Typical control prescription is as follows:

- Vegetation management operations to occur at a frequency of 4 to 5 per year as needed during growing season
- Appropriate herbicide to be used as needed for control of noxious/invasive weed populations

3. PROJECT DECOMMISSIONING AND RECYCLING

The activities involved in the facility closure will depend on the expected future use of the site.

Certain facility equipment may have future uses, such as roads. The currently envisaged plan involves completion of the initial decommissioning in a six-month period with full restoration requiring additional time for plant re-growth and establishment as required.

In general, decommissioning will attempt to maximize the recycling of all facility components. Specific opportunities for recycling (e.g., PV solar modules) are discussed below in the context of various site components. The individual Project components to be decommissioned will be recycled to the maximum extent practical.

The key Project components to be affected by decommissioning activities are discussed below. The general decommissioning approach will be the same whether a portion of the Project or the entire Project is decommissioned.

3.1 Decommissioning Preparation

The first step in the decommissioning process will be to assess existing site conditions and prepare the site for demolition.

Site decommissioning and equipment removal can take several months. Therefore, access roads, fencing and electrical power will temporarily remain in place for use by the decommissioning and restoration workers until no longer needed. Re-vegetation of disturbed areas can take several years to establish.

Demolition debris will be placed in temporary onsite storage area(s) for no more than 120 days per location with no more than one 120-day extension per location if determined.

3.2 PV Equipment Removal and Recycling

During decommissioning, Project components that are no longer needed will be removed from the site and recycled. The PV solar panels and rack supports will be removed in their entirety from the site using forklifts, dump trucks, and flat-bed and rear-loader garbage trucks. The support posts will be removed by backhoes with attachments. Cranes will be required to remove the inverters, transformers, and their foundations.

The demolition debris and removed equipment may be cut or dismantled into pieces that can be safely lifted or carried with the on-site equipment being used. The majority will be processed for transportation to an offsite recycling center. All steel, copper, and aluminum will be recycled.

The First Solar Modules will be de-energized and dismantled from the table mounts by sliding the panels off the table once the mounting clamps have been loosened. The panels will then be collected and loaded into standard enclosed trucks and transported to a recycling or disposal facility as appropriate.

3.3 Roads

Onsite roads will remain in place to accomplish decommissioning at the end of the facility's life. At

the time of decommissioning, if the landowner determines that some of these roads will be beneficial for future use of the site, those roads may remain after decommissioning. Roads that will not be re-used will be restored to preconstruction conditions. The ground surface will be restored and revegetated as described in Section 3.10.

3.4 Site Restoration

Once removal of Project equipment is complete, the site will be restored to preconstruction conditions and re-vegetated.

3.4.1 Evaluation of Restoration Requirements

Revegetation of disturbed areas can take several years to accomplish. The restoration will be enhanced by the operational landscape re-vegetation and restoration plan outlined in Section 2.9 earlier.

3.4.2 Restoration Plan

All decommissioning shall be completed in a manner where appropriate dust suppression can be achieved. Based on the site conditions, a biologist will develop a restoration plan acceptable to the County at the time of decommissioning. The restoration plan will include de-compaction as appropriate and re-vegetation requirements to restore the site to pre-construction conditions. Any land that is to be returned to farming will not be re-vegetated, but instead be cultivated. Because of the limited disturbance to soils and site contours by the construction of the Project, it is expected that restoration will largely involve reseeding. De-compaction, as required, may involve disking or similar method. Reseeding will be accomplished by broadcast possibly using manually operated cyclone-type bucket spreaders, mechanical seed spreaders, blowers, hydroseeders, rubber-tired all-terrain vehicles equipped with mechanical broadcast spreaders, or other similar or more effective measures. Seed in the spreader hoppers will be mixed to discourage separation of the component seed types. Where broadcast seeding is employed, seeded areas may be raked or harrowed to cover the seed.

Re-vegetation will be monitored to evaluate the recovery status of rehabilitated areas, identify the need for additional re-vegetation, and to make a final determination regarding re-vegetation success. Seeding efforts will be monitored during the first growing season after seeding to assess initial vegetation establishment, distribution, soil stability, and erosion control. Monitoring will occur annually during each successive growing season and cease when rehabilitation meets the criteria for success.

3.4.3 Monitoring

All rehabilitated areas will be visually inspected to: 1) detect areas that require attention, such as areas in which erosion is occurring and 2) identify areas that may require additional measures. Additional measures will be implemented, as necessary, to ensure vegetation growth/establishment. Temporary fencing, when necessary, will be installed to avoid adverse effects to rehabilitation efforts, such as vehicular use of these areas during growth establishment.

Following each growing season, the re-vegetated areas will be visually inspected to identify

areas that may require additional measures. Monitoring will qualitatively assess the effectiveness of temporary and permanent erosion control structures in stabilizing disturbed areas and controlling runoff. Site areas requiring remedial work will be identified and any additional erosion control work will be performed. It is anticipated that any active erosion problems will be apparent during the first year or two following re-vegetation or after the first major storm or runoff event. It is anticipated that the monitoring process will continue for at least three growing seasons.

3.4.4 Criteria for Restoration Success

Success criteria for site restoration will be established prior to commencement of decommissioning activities, based on the documented pre-construction conditions, experience gained with re-vegetation during operation and the condition of the site at the time of decommissioning. After a re-vegetated area meets success criteria, re-vegetation will be considered complete and re-vegetation monitoring will cease in that area.

3.4.5 Reporting and Schedule

Acceptable levels of re-vegetation success and the schedule for achieving them could vary based on various factors such as soil and rainfall conditions. It is expected that successful re-vegetation will be accomplished within three years of initiation of re-vegetation activities.

3.4.6 Fence

Following removal of all Project-related equipment, the chain link fence and gates surrounding the project site can be removed and recycled. We assume a salvage value of \$65 per ton for the chain link fence.

4. FUTURE LAND USE

The activities involved in the facility closure will depend on the expected future use of the site. Certain facility equipment may be utilized for future uses. Therefore, the extent of site closure activities will be determined at the time of the closure. Future uses of the lands occupied by the Project will be contingent on the County land use plans and regulations applicable to the site at the time such future use is proposed to be established.