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September 7, 2022

Via Electronic Filing

Ms. Tanowa Troupe
Administration/Docketing
Public Utilities Commission of Ohio
180 East Broad Street, 11th Floor
Columbus, OH 43215-3793

Re: Arche Energy Project, LLC, Case No 20-979-EL-BGN

Dear Ms. Troupe:

On April 15, 2021, the Ohio Power Siting Board (“OPSB” or “Board”) issued a certificate of environmental compatibility and public need to Arche Energy Project, LLC (“Arche”) for the constructions, operation, and maintenance of a 107 MW solar generation facility located in Fulton County, Ohio.

As part of the Certificate, Arche must comply with various conditions related to the construction and operation of the facility. Certificate Condition No. 24 requires:

Prior to commencement of construction activities that require transportation permits, the Applicant shall obtain all such permits. The Applicant shall coordinate with the appropriate authority regarding any temporary road closures, road use agreements, driveway permits, lane closures, road access restrictions, and traffic control necessary for construction and operation of the proposed facility. Coordination shall include, but not be limited to, the county engineer, the Ohio Department of Transportation, local law enforcement, and health and safety officials. The Applicant shall detail this coordination as part of a final transportation management plan submitted to Staff prior to the preconstruction conference for review and confirmation by Staff that it complies with this condition

In compliance with Condition No. 24, attached is a copy of Arche’s Transportation Management Plan dated August 2022.

Case No. 20-979-EL-BGN
September 7, 2022
Page 2

Please do not hesitate to contact me if you have any questions.

Sincerely,



Dylan F. Borchers

Attachment

Cc: Jim O'Dell (w/Attachment)

TRANSPORTATION MANAGEMENT PLAN COVER LETTER

Arche Energy Project
Fulton County, Ohio

August 2022

Lightsource Renewable Energy Operations, LLC has asked Verdantas to prepare a Transportation Management Plan (TMP) to satisfy Arche Energy project, LLC's Ohio Power Siting Board (OPSB) Certificate of Environmental Compatibility and Public Need, Condition 24. The TMP includes the Traffic Control Plan that details the procedures to coordinate with the appropriate authorities for temporary road closures, road use agreements, lane closures, road access restrictions, and traffic control necessary for the construction and operation of the proposed facility. In conjunction with the Traffic Control Plan, all the necessary driveway permits, right-of-way permits, and final Road Use, Repair and Maintenance Agreement have been obtained and are incorporated into this TMP by reference.

If additional permits are required and obtained during construction, this plan will be updated and submitted to OPSB staff prior to the start of those permitted activities.

The following attachments are included as part of the Transportation Management Plan:

- Attachment 1. Traffic Control Plan
- Attachment 2. Executed Road Use, Repair and Maintenance Agreement
- Attachment 3. Driveway Permits
- Attachment 4. Right of Way Permits (County and State)

Sincerely,



Nick Vandia, P.E.
Project Manager



Mark J. Bonifas, P.E.
Senior Consultant

Attachment 1

Traffic Control Plan

TRAFFIC CONTROL PLAN

Arche Energy Project
Fulton County, Ohio

August 2022

Prepared for:
Lightsource Renewable Energy Operations, LLC
400 Montgomery Street
San Francisco, California 94104

Prepared by:
Verdantas LLC
6397 Emerald Parkway, Suite 200
Dublin, Ohio 43016

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1.0 INTRODUCTION

This Traffic Control Plan (Plan) has been prepared for the Arche Energy Project for development of a solar energy facility to be located in rural Fulton County, Ohio. The Arche Energy Project includes approximately 675 acres that is planned to include solar panels, along with associated infrastructure such as access pathways, electrical collection lines, and a project substation.

This Plan was prepared by Verdantas LLC. This Plan will satisfy, in part, conditions of the project's Certification of Environmental Compatibility and Public Need.

The Arche Energy Project has developed this Plan to:

- Provide roadway users with adequate knowledge of regulations, warnings and guidance needed for the uniform and efficient operation
- Provide protection for workers who may be endangered by vehicular traffic
- Provide written instruction for Temporary Traffic Control Person(s)(TTCP)
- Protect vehicular and/or pedestrian traffic that may travel on these probable routes:
 - CR 23
 - CR-N
 - TR 22
 - TR-R
 - TR 21-2
- Provide consideration to the most convenient route for vehicular and/or pedestrian traffic throughout the duration of this project
- Provide the five basic requirements for an effective traffic control device
 - Fulfill a need
 - Command attention
 - Convey a clear, simple meaning
 - Command respect from road users
 - Give adequate time for proper response

The material in this document reflects Verdantas's professional judgement considering the scope, schedule and other limitations stated in the document. The information is subject to change based on constructability and site conditions.

2.0 LEADERSHIP AND ADMINISTRATION

The purpose of this section is to define the responsibilities of the construction contractor, subcontractor and any workers who will directly oversee or perform any temporary traffic control operations on this project. It is the responsibility of the contractor and the subcontractor to ensure that all workers in their respected areas have been oriented to this Plan. In addition, all personnel involved with temporary traffic control operations shall have necessary training records.

Every employer shall develop and implement a Plan for any worker that may be exposed to hazards from vehicular traffic.

The Plan:

- shall specify the vehicular traffic hazards and the measures described to protect workers
- shall be kept at the project site and made available to an inspector or a worker upon request.

The contractor is responsible for maintaining the following traffic control principles:

- Traffic movement should be disrupted as little as possible
- Road users shall be guided in a clear and positive manner while approaching and within construction, maintenance, and utility work areas
- Routine inspections and maintenance of traffic control elements should be performed both day and night.
- Both the local agency and the contractor should assign at least one person on each project to have day-to-day responsibility for assuring that the traffic control elements are operating effectively, and any needed operational changes are brought to the attention of their supervisors.

WORKER (TEMPORARY TRAFFIC CONTROL PERSON) RESPONSIBILITIES

This section applies with respect to directing vehicular traffic that may be a hazard to workers on a public way.

- A worker shall not direct vehicular traffic for more than one lane in the same direction
- A worker shall not direct vehicular traffic if the normal posted speed limit of the public way is more than 55 Miles per hour.
- A worker who is required to direct vehicular traffic,
 - shall be a competent worker
 - shall not perform any other work while directing vehicular traffic
 - shall be positioned in such a way that he or she is endangered as little as possible by vehicular traffic

- shall be given adequate written and oral instructions, in a language that he or she understands, with respect to directing vehicular traffic, and those instructions shall include a description of the signals that are to be used.

All workers shall be knowledgeable of this project-specific Plan, the standards, and guidelines provided within. In addition, all workers who serve as TTCP on this project will be responsible for immediately reporting to the Project Superintendent any contravention(s) or concern(s) with the project-specific Plan.

Please refer to the Ohio Manual of Uniform Traffic Control Devices¹. If the TTCP cannot perform the work as noted, the contractor shall develop a plan to eliminate the hazards (change the route) or implement a device (light or police-directed traffic) to safely complete the job.

¹https://www.dot.state.oh.us/Divisions/Engineering/Roadway/DesignStandards/traffic/OhiOMUTCD/Pages/OMUTCD2012_current_default.aspx

3.0 SAFETY PROCEDURES

One of the most important things to consider throughout construction is safety. The following is a list of key points that every worker should be familiar with.

- **Be seen.** Make sure you wear high visibility clothing, including a vest and hard hat.
- **Communicate.** If you are working near construction vehicles and equipment, make sure the operator/ driver knows where you are located. DO NOT assume he/she can see you.
- **Stay back.** Do not approach moving equipment. Communicate with the driver using a radio, hand signals, etc. Only approach the vehicle once the operator has stopped operations.
- **Plan.** Set up a plan or procedure — some call it an "internal traffic control plan" — to separate workers from the paths of vehicles and equipment. Make sure vehicles operators know where workers are located, and workers know where equipment is operating.
- **Look out for other workers.** Use a whistle, air-horn, or other device to warn fellow workers when they are in danger.
- **Positive Separation.** Separate workers from traffic using "positive separation," such as barriers, road closures, shadow vehicles, and buffer space. Remember, this separation is important for BOTH roadway traffic and construction vehicles.
- **Backing a Vehicle.** All drivers are required to have a spotter when/if they are backing their vehicle on the project site.

FLAGGERS AND DIRECTING TRAFFIC

- **Get trained.** Do not accept an assignment to be a flagger unless you have been properly trained. You must know where to stand, how to dress, and how to properly communicate with motorists.

- **Wear high visibility clothing.** Know what type of clothing you should wear depending on the speed of traffic, the time of day, and the complexity of your surroundings.
- **Stay focused.** Keep your eyes on oncoming traffic. Make sure your signals are clear and do not conflict with other traffic control signals.
- **Plan an escape.** Plan a route so you can move quickly to safety if a motorist does not appear to heed your signals.
- **Warn fellow workers.** Make sure you have a way to quickly warn other workers when vehicles do not respond to your signals.
- **Respect motorists.** Be courteous. Do not respond to abusive drivers. Notify law enforcement if necessary.

4.0 PERSONAL PROTECTIVE EQUIPMENT

The purpose of personal protective equipment (PPE) is to minimize exposure to hazards that can cause serious workplace injuries and illnesses. These injuries and illnesses may result from contact with chemical, radiological, physical, electrical, mechanical, or other workplace hazards. PPE may include items such as gloves, safety glasses and shoes, earplugs or muffs, hard hats, respirators, or coveralls, vests, and full body suits. The contractor is responsible for equipping any onsite personnel with the minimum required PPE. In addition, the contractor is responsible to ensure that all workers have been equipped with task-specific PPE and has received the proper training.

TASK-SPECIFIC PPE FOR TEMPORARY TRAFFIC CONTROL PERSON(S)

General PPE for Work Zone and Traffic Control workers includes:

- Hard hat for overhead impact or electrical hazards
- Eye protection with side shields
- Gloves chosen for job hazards expected
- ANSI–approved protective footwear
- Respiratory protection as necessary – N, R, or P95, filtering facepieces may be used for nuisance dusts and mold. Filters with a charcoal layer may be used for odors.
- High Visibility Clothing - For daytime, flaggers shall wear high-visibility safety apparel that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High Visibility Apparel and Headwear" and labelled as meeting the ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. The apparel background (outer) material color shall be fluorescent orange-red, fluorescent yellow-green, or a combination of the two as defined in the ANSI standard. The retroreflective material shall be orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and shall be visible at a minimum distance of 1000 feet. The retroreflective safety apparel shall be designed to clearly identify the wearer as a person.

TASK-SPECIFIC TOOLS/EQUIPMENT FOR TEMPORARY TRAFFIC CONTROL PERSON(S)

As outlined in the Ohio Department of Transportation, Guidelines for Traffic Control in Work Zones.

5.0 GENERAL PROJECT GUIDELINES FOR TEMPORARY TRAFFIC

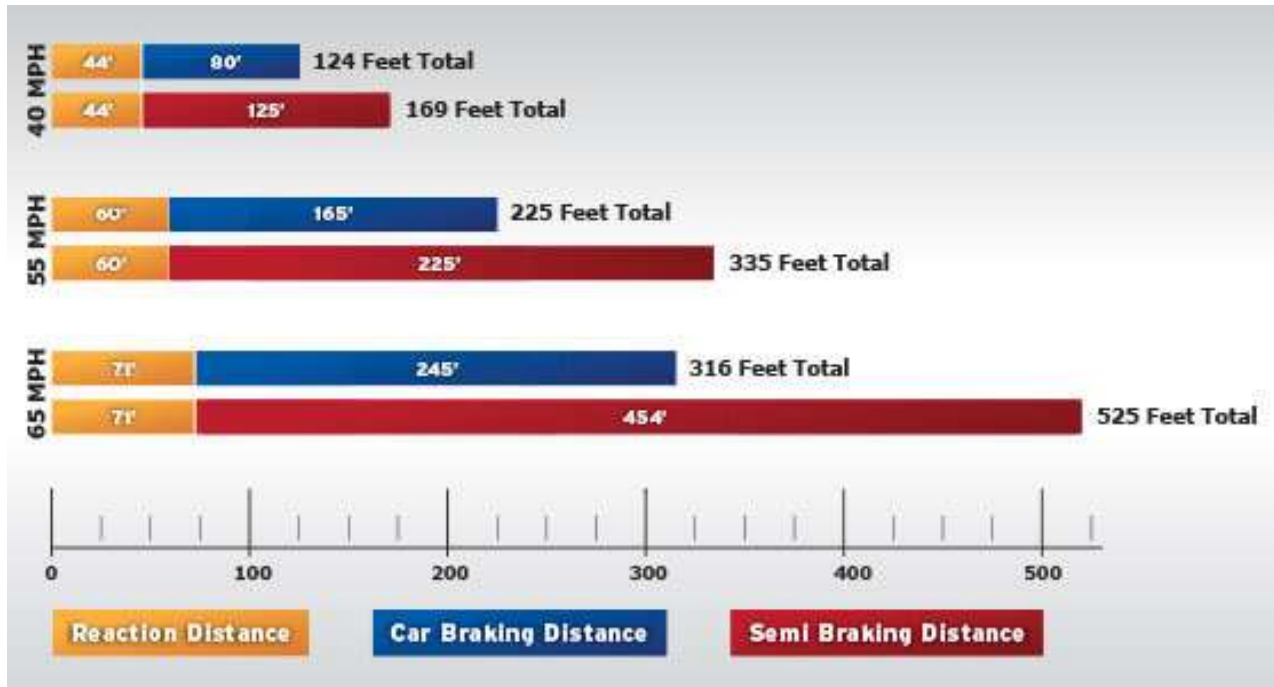
CONTROL PERSON(S)

The TTCP will follow these general project requirements:

- Health and safety are a top priority. At all times, the workers must be mindful of their environment when directing/assisting vehicular and pedestrian traffic.
- Plan an emergency exit strategy that is free of obstructions and potential slip/trip hazards if you need to react quickly. Obstructions could include, but are not limited to:
 - Jersey barriers, guardrails, traffic delineation devices, fencing.
 - Parked vehicles, equipment, or machinery
 - Stockpiled materials; and
 - Fixed/temporary structures such as existing buildings or gate sheds.
- Be alert and stand while on duty. Never sit down as this could impede your response time and ability to react to avoid personal injury caused by vehicles and/or equipment. The use of personal phones, radios or other electronic devices is strictly prohibited while on duty.
- Always face oncoming traffic and never turn your back to moving vehicles and/or equipment.
- Workers shall be mindful of the environment in which they are working and shall consider how it may impede the reaction time of any motorists, pedestrians, or operators. Examples include but are not limited to:
 - Curves in the roadway
 - Hills before or after your assigned position
 - Posted speed limits on the roadway or intended path of travel

- Weather conditions (wet/slippy roads from rain/snow/ice vs dry conditions) and
- Lighting (consider potential glare caused by sunrise and sunset).

The following illustrates how long it takes to stop an average-sized vehicle:



- Traffic speed can be reduced to ensure the safety of TTCP if adequate sight distance cannot be achieved. If a reduction in traffic speed is warranted, signage shall be used to notify drivers that the speed has changed.
- When possible, ensure that you are standing alone and avoid mingling with other workers on the project as this may cause motorists, pedestrians, or operators to lose sight of your signals and/or direction.
- Position yourself just outside of the traffic lane or intended path of travel to avoid potential injuries.
- Consider potential blind spots of motorists, pedestrians or operators while giving signals. Always maintain eye contact with the motorist or operator you are directing to ensure understanding and compliance with your signals and/or direction.

- Verify that the appropriate temporary traffic control signage is in place prior to taking your position on any public roadway. The signage required is referred to as a TC-21 (as shown in the ODOT Traffic Control & Maintenance of Traffic Standard Drawings) and must be removed or covered when a TTCP is not present to control traffic. This includes break periods.
- Be alert for any oncoming emergency vehicles that have priority rights. Take the necessary actions to allow them to safely pass through your designated area as quickly as possible.
- Since this is an agricultural area there will be heavier use of roadways by local farmers during planting and harvest seasons. Be alert at all times for the potential of any such traffic due to the size of equipment and possible slowdown as these vehicles do not necessarily travel at the posted speed limits.
- Be aware of high pedestrian traffic areas such as school bus/public transit stops. Remember that most of these utilize a consistent schedule through the week.
- Coordinate your operations with any nearby traffic control signal systems like railway crossings, pedestrian crosswalks, and intersection lighting to avoid conflicting with them.
- Scheduled break periods are to be coordinated with your immediate supervisor. Only another competent worker that has been adequately trained and who is wearing the appropriate task specific PPE for a TTCP can relieve you of this position.
- DO NOT leave your designated traffic control position unattended at any time.
- Visitors, Delivery Drivers and Vendors entering the project must be directed to the construction contractor's project office. This is required to ensure that they sign-in and sign-out and report to the responsible primary contact on the project.

- Anyone entering the prescribed area in which PPE is required, must comply with the Project Safety Plan. As a TTCP, you have the authority to withhold workers and visitors from entering the project without the minimum PPE requirements.
- The project perimeter fencing is to be maintained as per the project Plot Plan (see section 6.0). The set-up and design of the perimeter fencing is to be established to maintain project security at all times.
- Complete a daily review of the Plan, Traffic Safety Map, and daily Job Safety Analysis (JSA) to ensure you are knowledgeable of current project conditions, hazards, and controls.
- Designated gates are to be kept closed unless there is a steady flow of traffic in/out of the project.
- In the event of an emergency, immediately contact your supervisor. Depending on the nature of the emergency or incident, there may be a requirement to clear the area or direct vehicular or pedestrian traffic to an alternate location. Follow the direction of your immediate supervisor.
- In the event that you are subjected to any form of workplace violence, harassment, discrimination or issues pertaining to compliance with this project specific Plan by any worker, visitor, vendor or member of the general public, contact your immediate supervisor. DO NOT engage or provoke the situation any further. You will be held accountable for your actions.
- Remember that while working as a TTCP on this project, you could be required to directly interact with the general public. Be cautious of any gestures or comments made while on duty as you represent your company and will be held accountable for your actions at all time

TRAFFIC CONTROL ON PUBLIC ROADS

Workers can be endangered on projects adjacent to, or on, public roads. The main hazards involve placing traffic control devices on the roadway and working alongside moving traffic. The best way to prevent hazards from the motoring public is to plan the work site carefully beforehand. Consider traffic control devices, access and egress, signage, timing of work, and worker training.

TRAFFIC CONTROL DEVICES

Signs will be posted at entrances to advise drivers and operators that a signaler will be required to guide vehicles wherever the view of the intended path is obstructed, or workers may be in danger.

Please refer to the ODOT Traffic Control and Maintenance of Traffic Standard Drawings² for proper guidance and layout of the traffic control for this project.

²<https://www.dot.state.oh.us/SCDs/Pages/traffic.aspx>

6.0 PROJECT SPECIFIC CONSIDERATIONS

The following section has been developed to outline project-specific details including:

- Primary Route(s) and intersection(s) - See the Route Evaluation Study Report

PROJECT PLOT PLAN/PROJECT SPECIFIC TRAFFIC PLAN

A Designated Route Map is included in Appendix A. This map will communicate the following to all workers and visitors:

- Adjacent streets or intersections
- Access gates
- Perimeter fencing configuration
- Emergency assembly area(s)/muster point(s)
- Contractor's project office and Subcontractor offices (if applicable)
- First aid kits
- Spill kit(s)
- Designated storage / laydown area (if applicable)
- Project-specific information

A copy of the project-specific Designated Route Plan will be posted on the project safety bulletin board.

7.0 PERMITS AND GENERAL CONSIDERATIONS FOR TRAFFIC CONTROL

CHECKLIST BEFORE ANY DELIVERY

- Coordinate with the appropriate authority regarding any temporary road closures, lane closures, road access restrictions, and traffic control necessary for construction and operation of the proposed facility. Coordination shall include, but not be limited to, the County Engineer, the Ohio Department of Transportation, local law enforcement, and health and safety officials.
- Criteria to be taken into consideration:
 - School Bus Routes
 - Emergency Service Responder Information / Emergency Response Plan
 - Traffic Routes Load Bearing and Structural Rating Information
 - Road Surface Type and Widths
 - Culvert Cover and Conditions
 - Posted Signs of Caution
 - Overhead Clearance
 - Traffic and Transportation Mitigation Measures
 - Monitoring of Roads during construction to assess potholing and deterioration and address repairs/ improvements
 - Road Use and Maintenance Agreements (RUMA)

8.0 MATERIAL DELIVERY AND TRUCKING ROUTES

TRUCKING ROUTES

- Prior to all deliveries, a detailed investigation will be conducted of road integrity along the designated routes. Reporting any damage and commencing repairs shall be coordinated with the agency having jurisdiction.
- Prior to all deliveries, a route analysis of overhead obstructions, particularly the clearance of electrical lines, shall be performed.
- The contractor shall notify the County Highway Superintendent in advance of any oversize loads.
- If road closures are required, the construction contractor must give minimum advance notice of 24 hours to the County Engineer.
- The contractor will set up the delivery routes to the laydown areas. To coordinate the delivery to the correct gates, the contractor will highlight a map and communicate to the routes to the delivery company.
- All major deliveries will be held in the staging area and will be directed where to go.
- All drivers without a backup camera are required to have a spotter when/if they are backing their vehicle on the project site.
- Major delivery routes will be coordinated using:
 - US 20
 - CR 23
 - CR-N
 - TR 22
 - TR-R
 - TR 21-2
- Roadway maintenance will be completed (as needed) during construction. Maintenance items may include:
 - Mud cleaning/street cleaning
 - Sign removal or damage repair (only signs installed by contractor)

- Dust control
- The delivery driver will have ample notice of where he/she is going. The notice will be completed by email or phone call. Giving ample notice for direction will reduce the chances of missed exits, causing delays in delivery and inconvenience to the neighboring community roads.
- Once the driver has arrived at the site, he/she will be met by one of the contractor's employees for further direction. Upon leaving the driver will be given exit instructions.
- The driver will also have instructions, from the vendor, in advance to where he/she will be asked to wait/park for the construction contractor's direction. At this time, the driver will
 - Receive orientation
 - Sign in
 - Be provided a delivery slip for the shipment
 - The driver is not to start offloading or drive onto the site until he/she is directed by offloading sub-trade. After offloading is complete, the driver will sign out and exit the site.

APPENDIX A

DESIGNATED ROUTE MAP

ARCHE Solar Haul Path

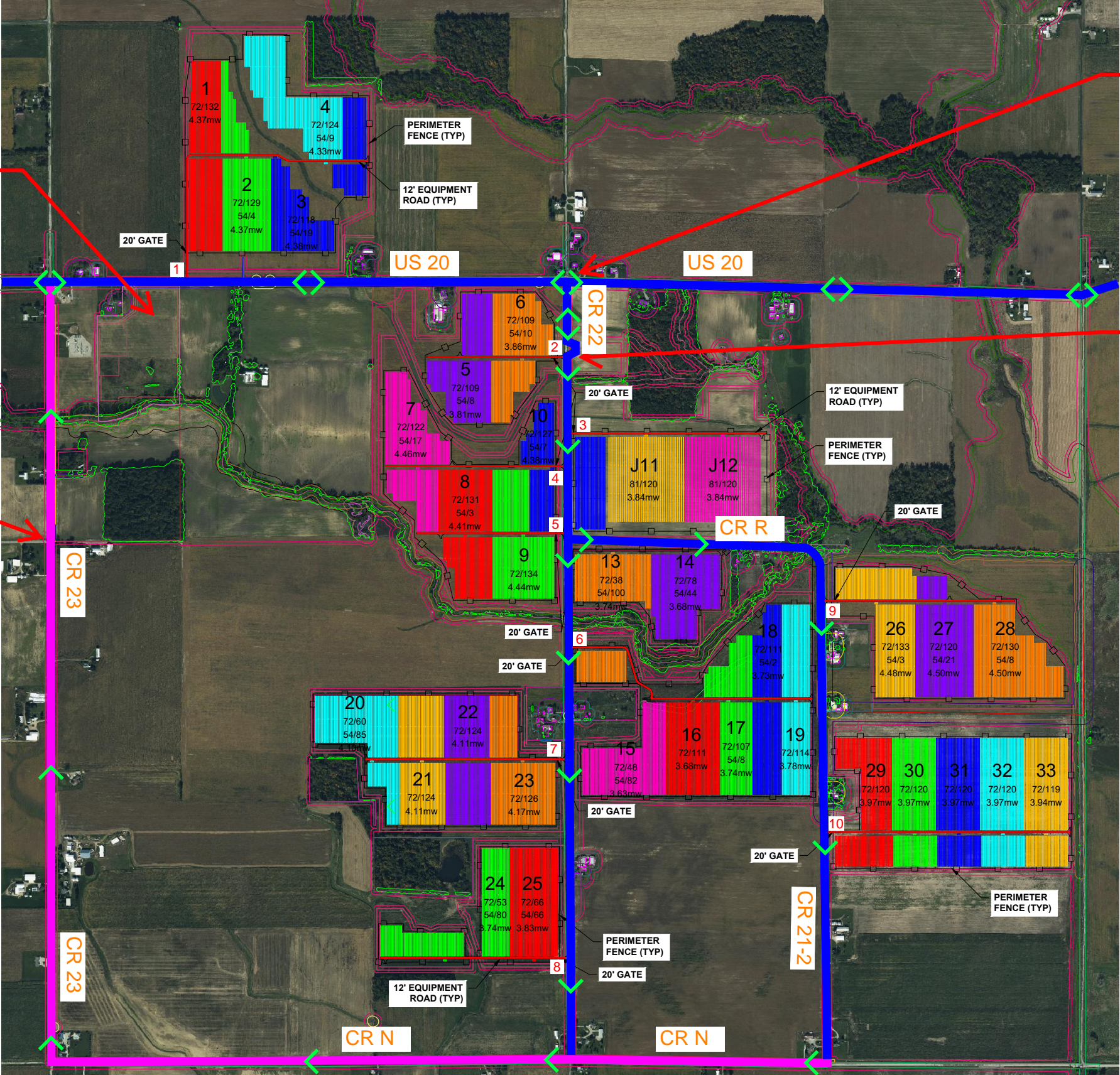


LIGHTSOURCE BP
ARCHE SOLAR FACILITY
FULTON COUNTY, OHIO

BSnyder

3/4/2022

ARCHE

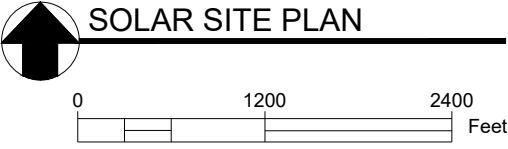


ALL
CONSTRUCTION
TRAFFIC TO
ENTER ON CO RD
22 (MCCARTHY
SIGNAGE)

DELIVERY TRUCKS
TO CHECK IN AT
TRAILER COMPLEX

Loaded Path of Enter
Unloaded Path to Exit
Travel Direction

PRELIMINARY
CONCEPTUAL DESIGN



22773 US 20,
Fayette, OH 43521

DELIVERY TRUCKS
TO EXIT THROUGH
CR 23 ONLY

Plot Date: 3/4/2022 10:13:37 AM FILE: C:\Users\bsnyder\Desktop\Work\Projects\Arche\Arche - NXT-72 - PE-3.4 - 3.4.22.dwg

Attachment 2

Executed Road Use, Repair and Maintenance Agreement

COUNTY OF FULTON
ROADWAY USE, REPAIR AND MAINTENANCE AGREEMENT

This ROADWAY USE, REPAIR AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered into on _____, 202_ by and between Gorham Township, a political subdivision whose mailing address is 23392 County Road S, Fayette, OH 43521 and Fulton County, a political subdivision whose mailing address is 152 S. Fulton St., Suite 270, Wauseon, OH 43567 (the political subdivisions are hereinafter collectively referred to as "County") and Arche Energy Project, LLC a Delaware limited liability company (the "Company"). The Company and the County are sometimes referred to herein individually as a "Party" and collectively as the "Parties." The term "Company Representative(s)" shall include the Company's contractors, sub-contractors, employees, material suppliers, vendors, transport providers, representatives, and designees.

RECITALS

- A. The Company is a validly existing Delaware limited liability company authorized to do business in the State of Ohio.
- B. The Company intends to construct an approximately 107 megawatt photovoltaic solar energy facility with associated on-site substation, inverters, fencing, road and other ancillary facilities (the "Project") in and across portions of Fulton County, (the "County"), Ohio (the "State").
- C. In association with the Project, the Company intends to use roads under the County's jurisdiction for construction, routine maintenance and eventual decommissioning of the Project.
- D. The Company will provide to the County a preliminary alignment plan and map for the Project showing the haul route, road crossings, and construction access roads prior to the start of construction on the Project, to be referred to as the "Project Layout Map".
- E. The public rights-of-way under the jurisdiction of the County are a public resource which are constructed, maintained, and repaired for the benefit of the citizens of the County and the County has a duty to ensure that the public rights-of-way are constructed, used, maintained, and repaired in a manner which serves the public interest.
- F. By this Agreement, the Company and the County desire to address certain issues relating to the Company's use of the roads under the jurisdiction of, operated and maintained by, the County or Township (s) (collectively, the "County Highways").
- G. In consideration of the benefits provided to the County by the Project, the County agrees to provide the Company (and its assigns, contractors, subcontractors, licensees and permittees) a right to use the Roads as provided herein.
- H. The Company and the County wish to set forth their understanding and agreement as to the road issues relating to the construction, operation, and decommissioning of the Project.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the Parties, intending to be legally bound, agree as follows herein.

SECTION 1. COMPANY UNDERTAKINGS.

(A) **PRE-CONSTRUCTION REQUIREMENTS.** Prior to the start of construction on the Project, the Company shall complete the following:

(1) **Local Right-of-Way Permits.** At or prior to the start of construction of the Project Facilities, the Company shall complete all applicable local road use permits and pay appropriate fees as follows (mark applicable with an "x"):

(a) X Permit to Occupy Right of Way

(b) X Drive and Lawn Permit

(c) X Oversize and Overweight Vehicle Permit

(d) X Permit to Reconstruct or Alter A Ditch, Drain or Watercourse

(e) Other _____

(2) **Permit Fees.** Payment of the applicable permit fees shall be made, at the Company's discretion, by check or wire transfer in accordance with instructions provided by the County. This payment(s) shall be deemed full consideration for all permits issued in accordance with this Agreement, and for: 1) the right to allow overweight, oversize, and over-width vehicles, if any, related to the Project to travel upon the County Highways as designated on the Project Traffic Map; 2) the issuance of driveway access permits and utility installation permits; 3) the use and alteration of the County Highways and rights-of-way for Project construction and maintenance as provided for in this Agreement; 4) permits issued in accordance with this Agreement; 5) use of the public right-of-way for installation of the transmission, communication and collection system cables and crossings; 6) and for the issuance of any other permit, inspection, consent, or approval required under this Agreement. The Parties further agree that the fee compensates the County for time spent on this Project by County personnel prior to and subsequent to the execution of this Agreement, and to ensure the County's taxpayers do not bear any financial burden as result of the construction of Project.

(3) **Notice of Construction Manager.** The Company shall provide written notice to the County identifying the Company's designated Construction contact; and providing both regular and emergency contact information (address, telephone, and email) for the individual.

(4) **One Call.** The Company shall become a member of One Call utility locating service ("One Call") for the State and shall provide One Call with the necessary information to update its records and memorialize where the underground cables are located under the County Highways and rights-of-way. The Company shall, upon request, provide proof of its membership in One Call to the County. The Company shall preserve and protect all properties of public and private utility companies, such as lines, conduits, gas or water pipes, sewers and tile lines which run over, through, or under any part of the County Highways and rights of way used by the Company. It shall be the Company's responsibility to contact the various public and private utility companies, and locate their properties prior to construction. The Company shall assume full responsibility for reimbursing owners for any damage or injury to such properties which may be caused by the Company's activities and operations.

(5) **Scheduling and Traffic Control Plan.** The Company shall provide the County a construction schedule which reasonably minimizes the adverse impact on the motoring public, emergency vehicle access, mail delivery, school bus transport, and local agricultural truck transport for the scheduling of Project construction traffic. The Company shall consult with all public or semi-public entities as designated by the County that may be affected by Project construction including, but not limited to, schools, mail carriers, ambulance providers, and fire protection districts. Through this process, the Company shall develop and implement a traffic control plan in compliance with the Manual on Uniform Traffic Control Devices issued by the DOT.

(6) **Road and Drainage Inventory.** The Company shall complete a Road and Drainage Inventory as specified in Section 3. The purpose of this Inventory is to establish a baseline for road conditions in preparation for the Company's completion of any needed Road Repairs as specified in Section 4.

(7) **Financial Assurance.** The Company shall post a Financial Assurance as detailed in Section 5 of this Agreement. The purpose of the Financial Assurance is to provide a readily available source of funds that the County can use for repairs for damage caused by Company Representatives, if after notice and reasonable opportunity to cure Company Representatives fails to make the repair.

(B) **CONSTRUCTION REQUIREMENTS.** Throughout the duration of the construction period, the Company shall adhere to the following:

(1) **Super Load Provisions.** Except as otherwise provided for in this Agreement, the Company shall ensure the Company's Representative(s) transporting overweight, oversize, and overwide loads use the County Highways during daylight hours only. The Company shall apply to the County for a "Super Load" movement permit at least seven (7) business days in advance of movement of the oversize/overwide load. A load is considered a "Super Load" if at least one of the following is true: (1) WIDTH is greater than 14'-6", (2) LENGTH is greater than 145'-0", HEIGHT is greater than 15'-0", or (4) WEIGHT is greater than 120,000 lbs. gross. A "Super Load" may also be defined in accordance with information obtained by a Party from the DOT the Permit Office for the State Department of Transportation ("DOT").

(2) **Scheduling.** The Company shall adhere to the construction schedule, and the traffic control plan as agreed upon between the County and the Company prior to the commencement of construction. In the event of traffic conflicts, priority shall be given to emergency response vehicles, rural mail delivery, transportation of children to and from school, the transportation of agricultural commodities and implements of husbandry, and funeral processions. The Company shall comply with the time limits established by the County with respect to any requested closures of County Highways for Project construction. In any event, no road closures shall exceed three (3) hours past the approved starting time for which such closures shall be approved by the County, unless otherwise agreed to by the Parties. Notwithstanding the foregoing, the Parties agree that road closures necessary for pre-construction road improvement work, post-construction road repair work, and emergency road repairs may exceed three (3) hours; provided, that, such maximum closure time has been approved by the County. The Company shall provide reasonable notice to the County Highway Department, the County Emergency Services and Disaster Agency, local law enforcement agencies, affected rural mail providers, affected school districts, and fire protection and ambulance service providers of road closings prior to closing any roads, portion of roads, or intersections. In the event this provision is violated by the

Company, the County may issue a "Notice of Violation" and impose a fine of \$[1000.00] for each thirty (30) minute increment the approved road closure period is exceeded and the Company shall pay any fine imposed within thirty (30) business days. The County may issue a Notice of Violation and impose a fine of \$[10,000.00] in the event the Company fails to notify the County of a road closure; provided, however, that in the case of an emergency the Company shall not be required to provide prior notice to the County, but shall notify the County as soon as reasonably practical.

(3) **Posting of Construction Zones - Highways.** At its expense, the Company shall post signs for all highway construction zones, including road and intersection closures, in accordance with the Manual on Uniform Traffic Control Devices. All road closures shall comply with the DOT low volume road standards.

(4) **Posting of Construction Zones - Local Roads.** At its expense, the Company shall post signs or mark routes for Project construction traffic in accordance with the Project Traffic Map (Exhibit A). The Company shall obtain and post signs advising "No Solar Farm Construction Traffic" at various locations as an aid to traffic management. All such signs or postings shall comply with the Manual on Uniform Traffic Control Devices.

(5) **Construction Traffic - Use of Designated Routes.** All of the construction traffic attributable to the Company and the Company's Representative(s) related to the Project shall exclusively use the routes designated for use by construction traffic on the Project Traffic Map (Exhibit A), and shall not use County Highways other than those so designated except in the case of emergency. "Construction traffic" shall mean any traffic in support of the Project, including travel by workers to and from any job site in vehicles weighing five (5) tons or more.

(6) **Road Debris During Construction.** The Company shall keep all County Highways and appurtenances used by the Company or the Company's Representative(s) clear of mud, dirt, excessive dust, spilled or tracked material, garbage, obstructions, or other hazards created or caused by Company's construction activities. Upon request of the County, the Company shall clear any construction-related mud, dirt, debris, garbage, obstructions, or hazards from a County Highway, culvert, or ditch prior to dusk on the day such a request is made, or the following morning if request is made after dusk. The Company is not responsible for the removal of mud or debris related to third-party agricultural operations.

(7) **Storage Areas.** The Company shall not use County Highway rights of way as storage or staging areas or as parking areas for the Company's or the Company's Representative's vehicles and equipment.

(8) **Temporary Road Modifications.** The Company shall make the necessary temporary improvements for the widening of any corner radius necessary to facilitate delivery of the main power transformer (MPT) transport trucks used by Company or Company's Representative(s). Such modifications shall be designed by a civil engineer licensed in the State in which the Project is located, who regularly practices and has experience in highway construction and design standards in such state and is mutually acceptable to the Company and the County (the "Engineer") and shall satisfy the applicable DOT standards for temporary improvements (the "the DOT Standards"). The proposed modifications must be approved by the County before any changes are made to an intersection. When the widened corners are no longer needed, the Company shall repair all damage, replace signs, guardrails and other appurtenances, remove temporary culvert extensions, return the corners substantially to their

original lines and grades, and ensure proper drainage in accordance with the DOT Standards; unless the County requests that the widened corners remain as improved.

(9) **Road Repairs.** The Company shall pay for the costs of all repairs to all County Highways and appurtenances that are damaged by Company or Company's Representative(s) during the construction of the Project in accordance with Section 4 of this Agreement.

(10) **Road Weatherization Activities.** All such methods undertaken by the Company to prepare the roads for winter conditions and the plowing of the roads by the County shall be subject to approval by the County. In the event rapidly changing winter weather conditions (by way of example and not limitation, sudden thaws or heavy rains) make road conditions hazardous for the motoring public, the County may close the road to construction traffic upon providing reasonable notice to the Company.

(11) **Section Monuments.** In accordance with Standard Specifications for Highway Construction, all section corner stones and monuments shall be properly preserved.

(12) **County Access.** The County and/or its designee(s) shall have unfettered access to the County Highways to inspect the roads, culverts, adjacent ditches, *et cetera*.

(13) **Public Ditch Crossings – Temporary and Permanent.**

(a) The Company shall, at its own expense, hire a qualified civil engineer to hydraulically and structurally assess any new temporary or permanent bridges or structures on a public drainage ditch crossings to be installed by Company's Parties and provide documentation to the reasonable satisfaction of the County of acceptable structural integrity and conveyance of flow. Any such structure shall be properly rip rapped and slopes stabilized to prevent erosion, and the Company shall be responsible for reseeding and any ditch cleaning required by construction and/or washouts. Short term crossings may be sized to accommodate the existing flow so long as such crossings are removed prior to foreseeable events that may exceed the crossings flow capacity.

(b) If, during construction, it is necessary to cross a public ditch for which a hydraulic analysis from a professional engineer is not available, the Company will take the following actions with regard to the crossing:

(1) The necessary pipe will be sized with an equal or larger end area than the immediate downstream structure, or,

(2) Pipe size may be reduced if the crossing will be lowered within 12 hours of crane use, prior to foreseeable rain event that might exceed the crossings flow capacity.

(C) **OPERATIONAL REQUIREMENTS.** During the operations and maintenance phase of the Project, the Company shall abide by the terms and conditions set forth below:

(1) **Additional Permits.** As needed, the Company shall apply for applicable permits from the County using the application forms currently in effect and shall not move such vehicles until the necessary permits are issued. These permits shall include but not be limited to: overweight, oversize, and over-width vehicle, Drive and Lawn Permits, Permit to Occupy Right of Way.

(2) **Repair & Maintenance.** The Company shall be financially responsible for damage to the County Highways caused by Project vehicle traffic during the course of ordinary operations and maintenance of the Project. Repairs shall be made in accordance with Section 4.

(D) **DECOMMISSIONING REQUIREMENTS.** During the Decommissioning phase of the Project, the Company agrees to, and shall cause the Company's Representative(s) to, abide by the terms and conditions set forth in the Decommissioning Plan on file with the (enter regulatory authority) and as specified in Section 1(B), Construction Requirements.

(E) **FINANCIAL OBLIGATIONS.**

(1) **Violations – Procedures & Fines.** In the event that any provision of this Agreement is violated by the Company the County may issue a Notice of Violation and impose a fine of **\$5000.00** per occurrence on the Company. Before issuing a Notice of Violation the County shall notify and direct the Company to correct the deficiency within one business day, based upon the urgency of the situation and the nature of the deficiency. Such time for curing a traffic control deficiency may be extended as may be reasonably required due to the nature of the deficiency; provided, that the Company is using diligent efforts to actively cure the deficiency. A deficiency may be any lack of repair, maintenance, or non-compliance with the traffic control plan.

(2) **Attorney's Fees and Costs.** The Company agrees to reimburse the County for all reasonable attorneys' fees and costs associated with the negotiation and execution of this Agreement, and for the ongoing review of compliance with the Agreement in the ordinary course.

SECTION 2. COUNTY UNDERTAKINGS. In consideration of the obligations of the Company under this Agreement, the County agrees to permit the Company and the Company's agents, licensees, permittees, contractors and subcontractors (collectively, "Representatives") access to the County's Highways and appurtenance as set forth below. Whenever the consent or approval of the County is required such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, the County shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

(A) **Use of Right of Way - Utilities.** The County consents to the use of the County Highway's rights-of-way for utility encroachments for the Project provided the Company submits a permit application for utility installations and the installation conforms to good utility practice. The Parties anticipate that cable installations will not be within one hundred fifty feet (150') of any bridges or box culverts (measured from the center of the stream or ditch and within the right-of-way) and any parallel installations shall be no closer than twenty feet (20') from the edge of public right-of-way, unless otherwise agreed upon by the Parties. Any proposed cable installations within 150 feet of any bridges or box culvert shall be subject to review and approval by the Fulton County Engineer. Any utility permit issued by the County is effective only to the extent of County's property interest and such consent shall not be binding on any owner of a fee over or under which the highway is located and shall not relieve the Company or the Company's Representative(s) from obtaining by purchase, or otherwise the necessary approval of any owner of the fee over or under which the highway is located if such approval is required.

(B) **Use of Right of Way – Access.** The County consents to Access Entrances from the County Highways provided the Company submits a permit application for a road entrance and the installation conforms to the requirements stated in the permit application.

(C) **Use of Right of Way – Oversized Loads.** The Company may transport overweight or oversize loads or vehicles or otherwise engage in construction activities on the County Highways during

the spring posting season; provided, however, in the event weather conditions (by way of example and not limitation, sudden thaws or heavy rains) make road conditions hazardous for the motoring public, the County may close the road to construction traffic upon providing reasonable notice and details of such hazardous conditions to the Company. Delivery of the MPT(s) are the only overweight/oversize vehicles expected to be utilized for the project.

(D) **Use of Right of Way – Super Loads.** The County will issue individual "Super Load" permits provided the Company submits a Super Load permit application and the proposed movement conforms to the requirements stated in this Agreement and the permit application.

(E) **Location of Public Drainage System.** At the request of Company, the County will locate all Public Drainage Tile and Roadway Ditches and determine design elevations from the plans and specifications and will provide said information to the Company.

(F) **Coordination.** The County will coordinate with Company and Company's Representative(s) so as to minimize the adverse impact of Project construction on the motoring public and the County's Highways.

(G) **Routine Maintenance.** The County will perform all routine maintenance on the County Highways in accordance with Section 4(B) of this Agreement.

SECTION 3. ROAD AND DRAINAGE INVENTORY. The Company shall complete the following road inventory requirements:

(A) **Pre-Construction Inventory - Roads.** Prior to the effective date of this Agreement, the Company has retained Verdantas LLC (the "Independent Engineer"), which Independent Engineer has been approved by the County, to perform an inventory and/or survey to record the condition of the pavement surface of the County Highways designated on the Project Traffic Map (Exhibit A). The road survey shall produce a high-definition video, geo referenced, date stamped, and compiled to provide a viewer a virtual drive of the County Highways. In addition, to the extent reasonably accessible, the road survey shall include photographs of the interior of all bridges, box culverts, culverts and the road surface above each bridge, box culvert and culvert on County Highways designated for use by construction and delivery vehicles. The County will provide the Company or the Company's Representative(s) copies of any plans, cross-sections and specifications relevant to the existing road structure in possession of the County, if requested.

(B) **Pre-Construction Inventory - Drainage Structures.** In addition, the Company shall, before using the County Highways, retain the Independent Engineer to complete the following:

(1) **Drainage Map.** Based upon records and maps provided by the County, the Company shall prepare a map of any drainage structures on the County Highways designated for use during Project construction. The structures included on this map shall include: (1) bridges, culverts, and box culverts in accordance with National Bridge Inspection Standards, and a load rating of all load carrying components of any such bridge or box culvert that will be crossed by a "Super Load", or that has an Operating Rating of less than 36 tons shall be completed by an Engineer; and (2) tile drains, including lateral drains connecting directly thereto, that lie under, or within one hundred feet (100') of, any point at which the Company Representatives may conduct any Project construction activity or operate a motor vehicle or other equipment weighing more than five (5) tons (the "Affected Drains").

(2) **Inspection Report.** The Engineer shall complete an inspection report to set forth recommendations as to actions, if any, to be taken in advance of Project construction to assure that the bridges and box culverts can withstand the volume and weight of Project construction vehicles; or recommended pre-construction improvements, such as constructing a jump bridge, temporarily shoring, or strengthening the structure such that the bridge or box culvert is then capable of withstanding the volume and weight of Project construction vehicles.

(C) **Post-Construction Inventory.** Upon completion of construction of the Project, the Company shall retain an Engineer, acceptable to the County, to perform a post-construction inventory and/or survey, the methods of which shall be identical to those of the pre-construction survey of the highways and drainage structures. The two sets of data will be compared and if there is any wheel lane rutting, cracking or other damage in excess of the original survey, the parties shall cooperate in good faith to determine the extent of the repairs or improvements needed to repair the County Highways and drainage structures in accordance with Section 4.

(D) **Optional Interim Inventory.** The Company may conduct one or more interim inventories and/or surveys, using methods and formulating appropriate photographs and other data comparable to that of the pre-construction inventory and the post-construction inventory to aid the Parties in ascertaining and differentiating the damage caused to County Highways and drainage Structures by the Company and the Company's Representatives from that caused by other parties' use and traffic.

SECTION 4. REPAIR AND MAINTENANCE. The Company shall complete the following repair and maintenance requirements:

(A) **Repairs.** The Company, at its sole expense, shall maintain the County Highways, roadway appurtenances and drainage infrastructure to the extent damage and/or degradation is caused by the Company and the Company's Representative(s) and repairs or maintenance work is needed to ensure the continued safe passage of the motoring public. To the extent a condition exists posing an immediate threat to public safety, the Company shall immediately implement repairs required to make the County Highway safe for the motoring public. If any necessary repair or maintenance action is not promptly undertaken by the Company, the County may initiate the necessary repair and the Company shall reimburse the County for the reasonable costs of such repairs within thirty (30) business days of a written request for reimbursement. All work shall be in accordance with the DOT Design Standards and the DOT Standard Specifications for Highway Construction limited to the material specifications and means and methods prescribed, but not with respect to the cross section geometry and clearances where conditions not meeting the DOT Design Standards currently exist, unless otherwise approved by the County.

(B) **Routine Maintenance.** The daily routine maintenance of the County Highways affected by Project construction, including snow removal, striping, and routine signage, but not including blading of aggregate surfaced roads, shall be the responsibility of the County.

(C) **Financial Responsibility.** The Company shall bear financial responsibility for necessary improvements and repairs to the Local Roads as a result of Project construction, including the costs incurred for inspections by the County. The Parties cannot acknowledge that the County Highways currently do not require significant improvements, reconstruction, or significant repairs to accommodate the current use of the County Highways by the motoring public until the pre-construction road inventory is made.

(D) **Nature of Repairs.** The Parties agree that post-construction repairs and pre-construction improvements (the "Road Work") may include the work described in the following paragraphs.

(1) Subsurface repair work may be required as evidenced by ruts deeper than four inches (4"), or noticeable longitudinal displacement on the surface of the road. In addition to such subsurface repair work, the Company shall be responsible for the following items (if needed following Project construction):

(a) Repairing drainage problems resulting from Project construction so that post-construction drainage performance equals or exceeds pre-construction conditions.

(b) Ditch and shoulder work to be completed as required by the particular conditions existing of each road at the time of the post-construction road work. Disturbed ditches will be graded and seeded in accordance with the DOT Standard Specifications with respect to materials and methods, but correcting pre-existing geometric deficiencies shall not be the responsibility of the Company.

(c) All culverts and reinforced concrete pipes shall be inspected for damage following Project construction by a qualified Engineer and compared to the documented pre-construction condition. Culverts and reinforced concrete pipes damaged by construction activities, but not by County, road user, or landowner owner activities, such as ditch mowing or run-off the road incidences, shall be replaced with new culverts of the same size which are reinforced concrete pipe (ODOT 706.02), corrugated polyethylene smooth lined pipe (ODOT 707.33), PVC solid wall pipe (ODOT 707.45). No metal or spiral culverts shall be used.

(d) All bridges and box culverts shall be inspected by a qualified structural engineering firm mutually agreed upon by the Parties for damage following Project construction and compared to the documented pre-construction condition. Damage caused by construction activities, but not from implements of husbandry or hauling activities related to farming as documented by Optional Interim Inventories as described in Section 3(D), shall be repaired or, if necessary, the bridges or box culverts replaced as needed.

(e) With respect to roadbed damage (ruts deeper than four inches or noticeable longitudinal displacement on the surface of the road) to all roads resulting from subbase failures caused by Project construction activities, the repair work will include completing subsurface base repairs including subsurface drainage work. The entire length and width of the damaged roadway shall be marked for repair and excavated to a depth sufficient to construct a suitable base. The design of the repair shall be based on a geotechnical analysis of the subsoils, and is subject to review by the County. The area shall be backfilled and compacted in controlled lifts in accordance with the DOT Standard Specifications for Highway Construction.

(f) Shoulders shall be restored adjacent to the road to the extent to which they existed prior to construction or as required by the DOT.

(2) **Drain Tile Repairs.** If a Public Drainage Tile is damaged by the Company, and water is flowing through the damaged tile, the Company shall immediately notify the County, and commence with repairs. If the damage impedes the flow of water, the Company shall excavate the area

and remove the damaged section so that normal flow can resume until the repairs can be made. If the damaged tile is not actively carrying water, the Company shall make repairs within 30 days of the discovery of the damage.

(3) **Replacement of Public Drain Tiles.** If at the end of the Project construction, there is evidence that any Public Drain Tiles under Haul Routes, Project access roads, or at collection line crossings have been damaged by the Company, those damaged tiles shall be replaced at the Company's expense in a manner that is reasonably acceptable to the County. Public roads shall have the new drainage tiles bored under the road. Open cuts are not allowed on public roads.

(E) **Completion of Repairs.** Upon the Company's determination, to be made in coordination with the County, that construction of the Project and repair of the affected County Highways, or a portion of the Project, is substantially complete, the Company shall arrange for a Proof Roll of the applicable aggregate surfaced County Highways, and inspection of the affected roads, culverts, bridges, and box culverts. Based on the Proof Roll and inspections the County shall prepare and deliver to the Company a punch list, clearly identifying the scope of repairs and work to be performed by the Company for the repairs to the County Highways to be considered complete (the "Punch List"). The Punch List shall be made in good faith to assess, qualify, and quantify the remaining repairs to correct the damages resulting from Project construction. The Company shall then have fourteen (14) calendar days to accept or dispute the Punch List from the date the Punch List is delivered by overnight delivery to the Company. If the Company disputes the Punch List, the Company shall, within the fourteen (14) calendar days, deliver by overnight delivery, a written notice to the County setting forth disputed portions of the Punch List and the factual basis the disputed portions. The Parties shall then make a good faith effort to resolve the dispute(s). If the Parties are unable to resolve the dispute, the Parties may submit the dispute to the Neutral Engineer, as provided for in this Agreement for resolution.

(F) **Completion Disputes.** In the event the negotiation efforts of the Parties are unsuccessful or upon written demand by either Party, the Parties, within twenty-one (21) calendar days shall select a neutral engineer for resolution of the dispute (the "Neutral Engineer"). The Neutral Engineer shall be an independent civil engineering firm which regularly practices and has experience in highway construction and design standards in the State in which the Project is located. The Neutral Engineer shall have no prior relationship with the Parties unless such relationship is fully disclosed to, and waived by, the other Party. The Parties and the Neutral Engineer shall promptly agree to procedures for submitting position papers and information to the Neutral Engineer and for an on-site inspection (if needed) by the Neutral Engineer. The Neutral Engineer shall complete its review and inspection within thirty (30) business days of its engagement by the Parties and issue its written report. The determination of the Neutral Engineer shall be binding upon the Parties. The costs for such inspection and report by the Neutral Engineer shall be paid by the Company.

SECTION 5. FINANCIAL SECURITY. Prior to the commencement of any pre-construction improvements or use of the County Highways, the Company shall provide to the County a Performance Bond, an irrevocable Letter of Credit, Parental Guaranty or other financial security in the amount of \$2,500,000.00 (the "Financial Security") in form and substance reasonably acceptable to the Parties. The Parties acknowledge that the exact terms of the Financial Security may be subject to terms requested by the financial institution issuing the Financial Security.

(A) In the event the Company fails to perform any Road Work required by this Agreement, the Financial Security may be used by the County to perform such Road Work; provided, however, that

the County shall not be permitted to draw on the Financial Security until thirty (30) calendar days after the delivery of a written notice to the Company specifying a default hereunder by the Company, during which thirty (30) calendar days the Company may cure such default and, in the event the Company so cures, or commences to cure and is diligently working towards the same, the County shall not draw on the Financial Security on account of such default. For the avoidance of doubt, the amount stated on the Financial Security shall not be deemed to be the limit of the Company's financial obligations under this Agreement. Should the cost or expense of any of the Company's financial responsibilities under this Agreement exceed the amount stated on the Financial Security, the Company shall remain liable for any additional cost or expense.

(B) The Financial Security shall remain in effect until the date that is two years after the Company ceases construction of the Project, completes road repairs, or completes all items on the Punch List prepared by the County, whichever is later (the "Warranty Period").

SECTION 6. INSURANCE. The Company shall at all times throughout the term of this Agreement maintain in full force and effect, the following insurance coverages:

(A) If the Company has employees, Workers Compensation Insurance covering all employees engaged in the work to the limits required by the applicable laws in the State in which the Project is located;

(B) Automobile Liability Insurance covering all motor vehicles, owned, operated and/or licensed or leased by Company, if any, and engaged in constructing or overseeing construction of the Project. Limits of liability shall not be less than two million dollars (\$2,000,000) for the accidental death of one or more persons, or damage to or destruction of property as a result of one accident; and

(C) Commercial General Liability Insurance with minimum limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate, covering the activities of the Company contemplated by this Agreement, without restricting the generality of the foregoing, such coverage shall include, but not be limited to bodily injury and property damage, non-owned automobile, sudden and accidental pollution liability, employer's liability, products and completed operations and contractual liability. The insurance shall be written by a company rated by Standard & Poor's rating group as B+ or better or as otherwise determined to be acceptable by the County. The policy shall name the County as an additional insured to the Commercial General Liability policy.

The Company may utilize any combination of primary and/or excess insurance to satisfy the above requirements. A Certificate of Insurance shall be submitted to the County prior to the initiation of any work or transportation of any materials or equipment on the County Highways by the Company or the Company's Representative(s). The insurance policy shall provide for a thirty (30) day "prior notice of changes or termination" provision in favor of the County. Should the Company allow such liability insurance to terminate, the County shall have recourse against the Financial Security for funds sufficient to cause the liability insurance to be reinstated.

SECTION 7. INDEMNIFICATION. The Company shall hold harmless, indemnify, defend, pay costs of defense (including reasonable attorneys' fees), and pay any and all claims or judgments which may hereafter accrue against the County, and/or (notwithstanding that such individuals are not specifically named herein) their respective elected and appointed officials, employees, contractors and consultants,

caused by the Company or the Company's Representative(s) in connection with construction of the Project or improvements, repairs, or reconstruction of the County Highways performed by the Company.

SECTION 8. MISCELLANEOUS.

(A) **Recitals.** The recitals set forth in the Agreement are hereby incorporated herein and made a part of this Agreement.

(B) **Remedies and Enforcement.** Each of the Parties hereto, their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party, or their successors or assigns, which default is not cured for a period of thirty (30) calendar days after receipt of a written notice to the defaulting Party of such default or such longer period for default, that cannot be reasonably cured within thirty (30) calendar days provided the defaulting party commences the cure within such thirty (30) calendar day period and diligently pursues a cure of the same, the Party seeking to enforce said provisions shall thereafter have the right to file a breach of contract claim, an action for a declaratory relief and/or to seek the remedies of specific performance and injunctive relief, as well as other remedies available at law or in equity. Notwithstanding the foregoing, the County may, without notice, take remedial action if immediate hazards exist and the Company is unable to or fails to take immediate action to make the Local Roads safe for the motoring public and any costs reasonably incurred by the County in such a circumstance shall be reimbursed by.

(C) **Severability.** If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

(D) **Entire Agreement.** This Agreement contains the entire understanding of the Parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between the Parties.

(E) **Amendments.** No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by the Party against whom enforcement is sought.

(F) **Notices.** All notices shall be in writing. Unless otherwise provided, a notice shall be deemed to be received by a Party (1) on the date of personal service; (2) five (5) calendar days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (3) on the next business day if sent by overnight delivery service (e.g. Federal Express) with all fees prepaid. Notice may be sent via e-mail to the e-mail address provided, however, notice sent via e-mail shall be followed by notice delivered by personal service or via registered or certified mail, return receipt requested, postage prepaid or by overnight delivery unless such additional notice is waived in writing (which writing may be delivered via e-mail) by the Party receiving the notice. If notice is effected by e-mail, notice shall be deemed received on the date the receiving Party provides written notification to the other Party that a delivery of notice by supplemental means is not required.

Company: Arche Energy Project, LLC
C/O BP Alternative Energy North America, Inc.
201 Helios Way, 3rd Floor
Houston, TX 77079
Attn: Solar Portfolio Coordinator
Email: GSolarNotices@bp.com

County: Name Frank T. Onweller, P.E., P.S.
Fulton County Engineer
Fulton County
9120 County Road 14
Wauseon, OH 43567
Phone: (419) 335-3816

(G) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by email shall be as effective as delivery of a manually signed counterpart to this Agreement.

(H) **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State in which the Project is located, irrespective of any conflict of laws' provisions.

(I) **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors and permitted assignees. This Agreement may not be assigned without the written consent of the other Party hereto, such consent not to be unreasonably withheld, conditioned or delayed; provided, however, that the Company may without the consent of the County, assign this Agreement or any or all of its rights, interests, and obligations under this Agreement to: (i) any affiliate or subsidiary of the Company; (ii) to a company that acquires substantially all of the assets of the Company; or (iii) to a public utility purchasing power the Project. In addition, the Company may collaterally assign this Agreement in connection with any financing or refinancing of the Project. Any such permitted assignment will not relieve the Company of its obligations under this Agreement. In the event of such a permitted assignment, the Company shall, no later than thirty (30) calendar days after such assignment, provide written notice of such assignment to the County, along with evidence that the assignee assumes and agrees to be bound by the terms and conditions of this Agreement.

(J) **Termination.** Company shall have the right to terminate this Agreement at any time for convenience by providing fifteen (15) days prior written notice to the County of its intent to terminate this Agreement. In the event such termination occurs, the Financial Security shall remain in place as follows, rather than the date specified in Section 5, Paragraph (B) of this Agreement. In the event such termination occurs prior to the initiation of any work on the Project in the County, including the transportation of materials or equipment on the roads identified on Exhibit A that are subject to this Agreement, then notwithstanding anything herein to the contrary the Financial Security, and 90% of the sum paid to the County shall be returned to the Company and the Company shall have no further liability to the County under this Agreement. In the event such termination occurs after the commencement of construction on the Project or transportation of materials or equipment on the roads identified on Exhibit A, but prior to commencement of commercial operations of the Project in the County, the Financial Security shall remain in place until the expiration of the Warranty Period.

(K) **Term.** Unless earlier terminated in accordance with the terms hereof, this Agreement shall remain in full force and effect until the Project has been fully decommissioned.

(K) **Due Authorization.** The Company hereby represents and warrants that this Agreement has been duly authorized, executed and delivered, and is a binding obligation of the Company, enforceable against the Company in accordance with its terms. The County hereby represents and warrants that this Agreement has been duly authorized, executed and delivered and is a binding obligation of the County, enforceable against the County in accordance with its terms.

(L) **No Waiver or Relinquishment of Right to Enforce Agreement.** Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

(Signatures appear on following page)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

COUNTY:

Fulton County Commissioners

By: _____

Jon Rupp

By: _____

Jeff Rupp

By: _____

Joe Short

Fulton County Engineer

By: _____

Frank T. Onweller, P.E., P.S.

COMPANY:

Arche Energy Project, LLC, a Texas limited

By: BP Solar SHP LLC, a Texas limited liability company, its sole member

By: BP Solar SHH LLC, a Texas limited liability company, its sole member

By: BP Solar Holding LLC, a Delaware limited liability company, its sole member

By: _____

Printed Name: Javier Fuentes

Title: Vice President

Gorham Township, Fulton County, Ohio:

Gorham Township Trustees

By: _____

Brian Towers

By: _____

Elliott Richardson

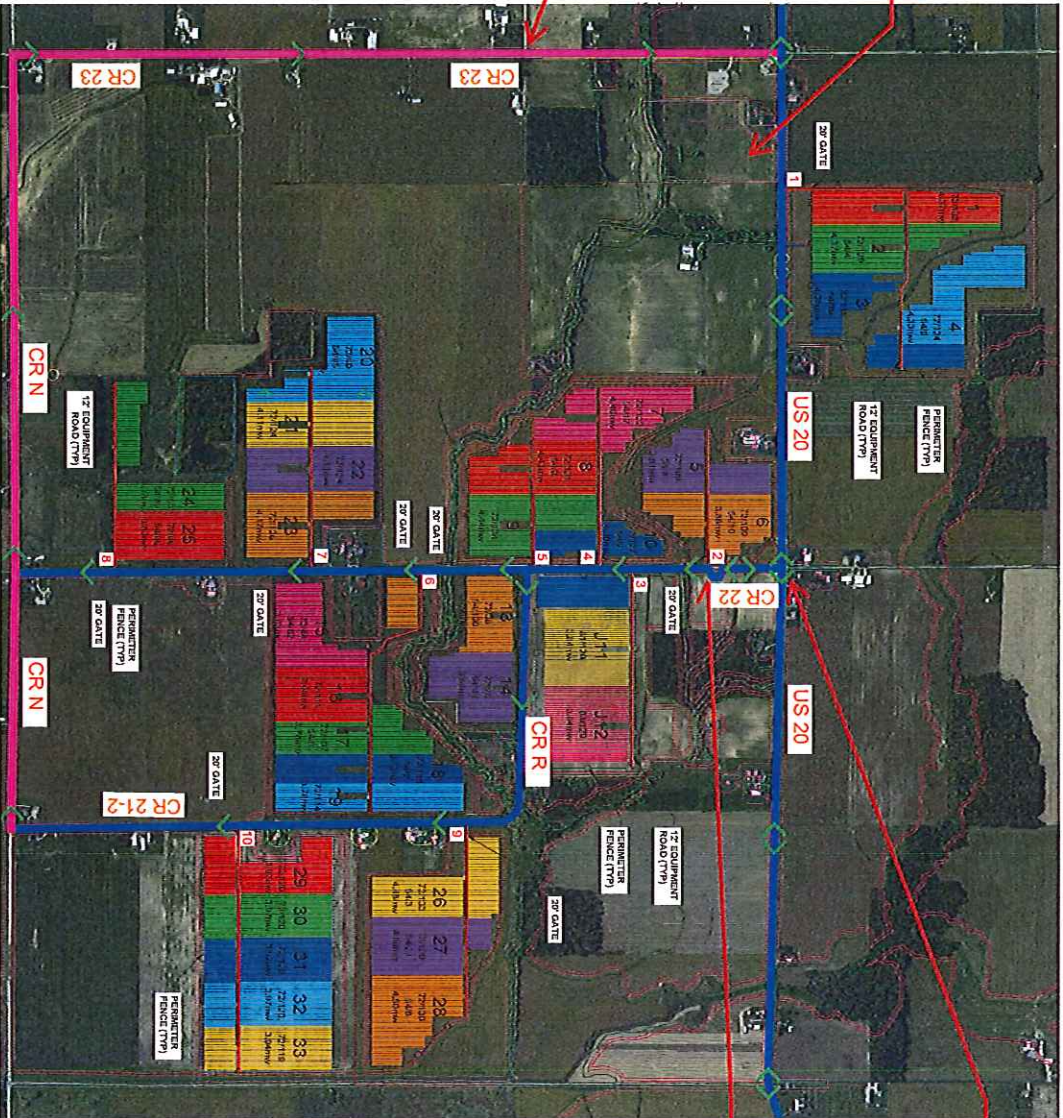
By: _____

Jason Simon

EXHIBIT A
Project Traffic Map

To be provided by COMPANY

ARCHE Solar Haul Path



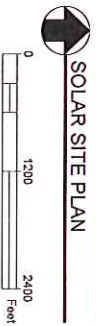
ALL
CONSTRUCTION
TRAFFIC TO
ENTER ON CO RD
22 (MCCARTHY
SIGNAGE)

DELIVERY TRUCKS
TO CHECK IN AT
TRAILER COMPLEX

DELIVERY TRUCKS
TO EXIT THROUGH
CR 23 ONLY

22773 US 20,
Fayette, OH 43521

- Loaded Path of Enter
- Unloaded Path to Exit
- Travel Direction



PRELIMINARY
CONCEPTUAL DESIGN

LIGHTSOURCE BP
ARCHE SOLAR FACILITY
FULTON COUNTY, OHIO



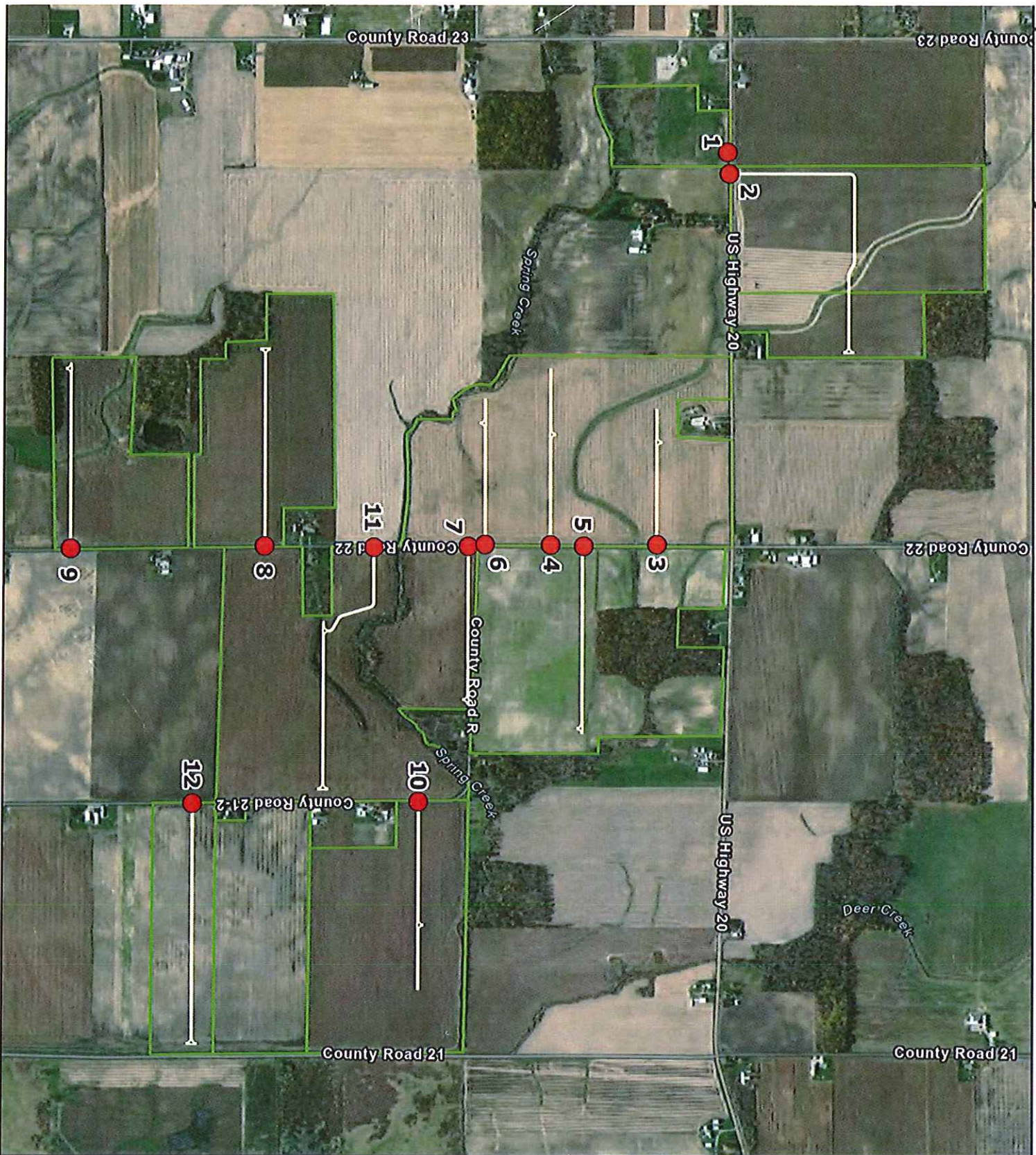
BSnyder	3/4/2022	ARCHE
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Proposed Driveway Location

Lightsource BP, advancing solar



Arche Solar
Fulton County, OH
Date: March 3, 2022



- Arche Solar - Parcel Lines
- Proposed Driveway Locations



Attachment 3

Driveway Permits

MR-509
Rev. 5-82

Permit Number: 0200072022
Work Order:

County: FULTON
Route 20 Section: 5.33
PID:

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION
PERMIT
District 2

Subject to all terms, conditions, and restrictions printed, written below and on the reverse side hereof, permission is hereby granted to:

Construction Contact:

Jerry Short

P.O. Box 117
Fayette, OH 43521

TO:

The radius should start on the East property line, centerline of access shall be 37' from the property line. Construct, to ODOT standards, a 24' wide Standard BP-4.1 type 1, agriculture access with 25' radii. No culvert pipe is required under the proposed access at this time. No other access points would be granted for this parcel. Any change in the use of the permitted access inconsistent with its terms and conditions will be considered a violation of this permit and cause for removal of the non-permitted work at the permittee's cost. No cutting of the pavement shall be permitted. Any terrain that has been disturbed do to this work shall be restored to the original condition. See attachments for additional requirements. Nothing in this permit waives any local, state or federal regulations or requirements that would mandate the permittee either comply with said laws and regulations or to seek a separate permit under those laws and regulations in the prosecution of the work permitted herein.

LOCATION In FULTON across/ X along 20, miles or 1288 EAST of County Road 23 on the SOUTH side of the road.

NOTES: The following notes apply: [01], [02], [03], [04], [05], [06], [07], [08], [09], [10], [11], [12], [13], [14], 803.2, 803.21, 803.22, 803.23, 805, 805.1, 805.2, F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, F-11, F-12, F-13, F-14, F-15, F-16, W-17

This permit or a copy is to be on site at all times while work is being performed in ODOT's right of way. And is to be shown with all attachments upon request to any Law Enforcement Personnel or Employees of the Department of Transportation.

This permit is not a substitute for satisfying the rights of any other party that may have interest in the underlying fee.

Prior to any excavation in the highway right-of-way, the Ohio Utilities Protection Service (OUPS) must be contacted in accordance with ORC Section 3781.25 to 3781.32. OUPS/811 can be reached at 1-800-362-2764 or by dialing 811.

No work shall be done under this permit until the party or parties to whom it is granted shall have communicated with and received instructions from: DREW KRONBERG, 419-409-0002

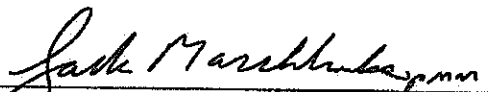
You are also required to contact the above person upon completion of work.

This permit shall be void unless the work here in contemplated shall have been completed before: 7/30/2022

Dated Monday, January 31, 2022

c: File
Kronberg

Attachments: Cover Letter
General provision sheet
Note sheet F
Standard Field Drive Design
Access Control Right of Way Use Permits
MOT - 1,3,10
Application
Plan


Director of Transportation
Jack Marchbanks, Ph.D.

General Provisions Applicable to All Permits

(Sections 5515.01 and 5515.02 of O.R.C.)

- [01] This permit is not a substitute for satisfying the rights of any other party who may have an interest in the underlying fee.
- [02] The granting of this permit does not convey to the permittee or to the property served any rights, title, or interest in state highway rights-of-way or in the design or operation of the state highway; or in any way abridge the right of the Director of Transportation in his jurisdiction over state highways. If, in the process, of any future work or for the benefit of the traveling public, it becomes necessary, in the opinion of the Director of Transportation to order the removal, reconstruction, relocation, or repair of any fixtures, or work performed under this permit, said removal, reconstruction, relocation, or repair shall be wholly at the expense of the owners thereof and be made as directed by the Director of Transportation.
- [03] The District Deputy Director acts for and on behalf of the Director in issuing and carrying out the provisions of all permits. The District Deputy Director has full authority to ensure that all provisions of the permit are met and to reject any materials, design, and workmanship that do not meet applicable Department standards. The District Deputy Director, at his/her discretion, may require a performance bond or certified check as a prerequisite to the issuance of a permit.
- [04] Failure on the part of the permittee to comply fully with the provisions and conditions of the permit will be cause for suspension, revocation, or annulment of the permit thereby rendering the permit illegal and subject to appropriate Departmental action. By accepting the permit, the permittee agrees to comply with all conditions, terms, and restrictions printed or written on or attached to the permit. If the permittee performs any work contrary to the conditions of the permit or to the instructions of the District Deputy Director and, after due notice, fails to correct the problem, the Department of Transportation may, with or without notice, correct such work and the permittee shall reimburse the Department for the costs.
- [05] The permittee shall hold harmless the Department of Transportation, the State of Ohio, and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damages sustained by any person or property in consequences of any neglect or on account of any act or omission as a result of the issuance of the permit.
- [06] All work authorized under the permit shall be performed to the Department's satisfaction, and the entire expense shall be borne by the permittee. No work shall be performed until the permittee has contacted the Department's appointed representative named on the permit and received instructions. The Department's representative may inspect all work covered by the permit, or the Department reserves the right, during the time any or all of the work is being performed, to appoint an inspector over the work who shall represent the interest of the State on the work and any compensation arranged for shall be paid wholly by the permit holder. Work not in compliance shall be halted and the District Deputy Director shall be notified of the cause. The permittee shall be notified of the Department's action and its causes, and given an opportunity to correct the problem.
- [07] Failure to complete all work within the time specified on the permit shall void the permit, thereby making the permit illegal and subject to appropriate Departmental action. The permittee may request an extension in writing from the District Office, explaining why the extension is necessary and when the work is expected to be completed.
- [08] All work infringing on the pavement or shoulders shall comply with applicable standards and requirements regarding traffic control devices. Failure to comply will be cause for revocation or suspension of the permit. Any closure of lanes or shoulders shall be described in terms of location, duration, time of day, etc. Such work shall not begin until all traffic control devices are in place.
- [09] If any grading, sidewalk, or other work allowed by a permit interferes with the drainage of the highway in any way, such catch basins and outlets as necessary shall be constructed to take proper care of said drainage.
- [10] Upon completion of the work, the permittee shall leave the highway clean of all rubbish, excess materials, temporary structures and equipment, and all parts of the highway shall be left in a condition acceptable to the Department. Upon satisfactory completion of the work authorized by the permit, the Department's appointed representative shall complete the Permit Inspection Certificate, Form No. MR 678 certifying that the permittee has complied with the terms of the permit.
- [11] Except as herein authorized, no excavation shall be made or obstacle placed within the limits of the highway so as to interfere with the travel over the road.
- [12] All pole lines are to be built in accordance with Rule 4901:3-1-08 of Ohio Administrative Code promulgated and enforced by the Public Utilities Commission of Ohio.
- [13] The permittee shall comply with the Air Pollution requirements of Rule 3745-17-08 of the Ohio Administrative Code promulgated and enforced by the Ohio Environmental Protection Agency.
- [14] The permittee certifies that he or she is fully authorized to sign this permit. This permit shall apply to and be binding upon the permittee and his/her successors in interest. No change in ownership of the underlying property or of the facility owned by permittee shall in any way alter the permittee's obligations under this permit.

Farm Access Note Sheet

This permit is valid only within the limits of Right of Way of this State Route. Permits for that portion of your facilities located along county or Township Right of Way must be obtained from the appropriate authorities.

A copy of your permit is to be on site at all times while working.

- F-01 To assure the proper installation, the Ohio Department of Transportation County Manager or his representative must be notified, a minimum of 24 hours prior to any work being started and must be present to approve grades, location, and material used.
- F-02 There is to be NO parking of equipment, service vehicles, erecting of lights, or placing of advertising devices within the State Highway Right of Way. Similarly no equipment, service vehicles, device or structures are permitted to overhang the State Highway.
- F-03 All work requiring men or vehicles on the pavement or shoulders shall comply fully with the Ohio Manual of Traffic Control for Construction and Maintenance Operations, and item 614 (Maintaining Traffic) in the Department of Transportation Construction and Material Specifications. Failure to comply with this requirement will be just cause for immediate suspension of this permit until such time the proper traffic control is in place.
- F-04 The use of the pavement, land or berm for depositing any excavated materials will not be permitted.
- F-05 If required a valley gutter across driveways will be constructed to conform with existing drainage conditions. Construction of the drive must not interfere with the existing roadside drainage.
- F-06 Sod will be removed from the bottom of the ditch to assure the new pipe is not above or below the existing flow line. The pipe will slope in such a manner that waters will flow freely through the tile and not be trapped inside.
- F-07 Corrugated polyethylene pipe conforming to ODOT specification type D conduit may be used. This type of culvert pipe requires a 6" bedding of aggregate type 304 and no less than 12" of cover over the pipe. The Ohio Department of Transportation County Manager or his representative must inspect this installation prior to filling to maintain the validity of this permit.
- F-08 Reinforced concrete pipe or corrugated metal pipe conforming to ODOT specification type D conduits may be used. These culvert pipes require a minimum of 6" bedding of aggregate type 304 and no less than 6" of cover over the pipe.
- F-09 If in the future, the driveway pipe is found to be inadequate, it will be the responsibility of the property owner to have it resized and replaced.
- F-10 If in the future, your driveway requires a pipe, it will be supplied and placed at the expense of the property owner.
- F-11 Drive approaches will slope down and away from the through pavement edge at the same rate of a slope as the highway shoulder slope. The profile of the driveway must be a minimum of 1/2" inch per foot down and away from the pavement edge to the ditch line. No surface water will be allowed to drain onto the Highway Pavement.
- F-12 The top of the drive over the pipe will be a minimum 6" inches or more below the edge of the pavement.
- F-13 Driveway composition will be in accordance with the Location & Design Manual refer to section 805.2 item D.
- F-14 A 2:1 slope is to be maintained from the edge of the driveway to the flow line of the ditch.
- F-15 All areas where the vegetation has been injured or disturbed or destroyed by this installation, will be fertilized, seeded, and mulched. All restoration work is to be completed within 30 days after completing work.
- F-16 The permittee shall take any and all appropriate measures to limit soil erosion during and after construction authorized herein. As such he shall be fully accountable to the Ohio EPA, the Soil Conservation Service, and other appropriate agencies for any violation or disregard of the applicable governing standards and regulations related to the protection and conservation of soils that are affected by this permitted work.

Access Control Right of Way Use Permits and Drive Design For Residential Drives

This permit is valid only within the limits of Right of Way of this State Route. Permits for that portion of your facilities located along county or Township Right of Way must be obtained from the appropriate authorities.

A copy of your permit is to be on site at all times while working.

- 803.2 Rural and residential and field drives should normally conform to the type one design shown in standard construction drawing BP-4.1.
- 803.21 New driveways should intersect the highway at an angle between 70 and 90 degrees. However, in some cases it may be necessary to retain existing drive angles that vary from these desired range.
- 803.22 If a project involves existing drives, the existing drive width is normally retained unless it is less than 12' feet, in which case, it should be widened to provide a 12' foot throat width. In cases of new drives the width should be normally 12' foot at the throat. If the new driveway is a combined drive between two properties, the width should normally not exceed 24' feet. Also, a wider field drive may be used if it will keep the farm equipment operator from encroaching on the opposing traffic lane when entering or exiting the highway.
- 803.23 The radii of type one driveways should normally be 25' feet. The radii, may be increased on field drives if the larger values will improve driveway operation and reduce the hazard to the motorists and farm equipment operators.
- 805 Driveway Pavement Design
- 805.1 Field drives should consist of 7" inches, 411 aggregate base on 8 inches of type 1, 304 aggregate base.
- 805.2 Residential driveways will be paved from the edge of the pavement to a point where the grade of the new driveway intersects the grade of the existing, or on relocated driveways to the point where the geometric limit of the new driveway meets the existing driveway. Residential driveways having an existing hard surface or an existing aggregate surface will be replaced with a similar type, insofar as practicable, using one of the following designs for the portion beyond the flared apron.
- A. 6" inches of 452 Plain Portland Cement Concrete.
 - B. 2" inches of 404 Asphalt Concrete on 408 Prime Coat at 0.4 gallons per square yard, on 6" inches of 304 Aggregate Base or 7" inches of 411 Stabilized Crushed Aggregate.
 - C. 1 1/4" inches of 404 Asphalt Concrete on 3 3/4" inches of 301 Bituminous Aggregate Base.
 - D. 8" inches of 411 or 304 Aggregate Base.

In uncurbed areas, the apron pavement design depends on the treated shoulder material as follows.

A. The flared portion of a residential driveway adjacent to paved shoulders will be constructed of the same material and composition as used in the treated shoulder paving.

B. The flared portion of a residential driveway adjacent to surface treated aggregate shoulders will be constructed of the same material as used in the treated shoulder, except it will be surfaced with 2" inches of 404 asphalt concrete.

C. The flared portion of residential drive on projects for which earth shoulders are specified will be paved with either 6" inches of 452 plain Portland cement concrete or with 2" inches of 404 asphalt concrete on 6" inches of 411 or 304 aggregates.

1. MR 505
App No ~~2916~~
8494

State of Ohio
Department of Transportation
Permit Application
See Reverse side for additional requirements

Office Use Only
County/
Jurisdiction Fulton
Rte 20 LogPt 5.33
AccCat _____

[1] This form must be completed by the property owner or agents working for a utility company (if applicable). Application by contractor is unacceptable.

Name Jerry Short, Trustee

Address PO Box 117

City Fayette

State OH

Zip 43521 Phone (419) 583-6659

Other (Fax, E-mail) _____

[2] Type of Permit requested: _____ Commercial (See other side) _____ Residential _____ Field _____ Utility _____ Drainage
_____ Beautification (See other side) _____ Spraying, trimming, tree removal ☒ Other _____ Driveway

[3] Briefly describe work to be performed. (Attach plans and see Instructions.)

Construction of a gravel access road using typical methods and preparation work such as stabilization of localized subgrade areas through undercutting, or geogrid reinforcement.

Traffic Plan

[4] Location where work is to be performed. Give sufficient detail to locate the site accurately, such as the distance in miles or feet from a mile post or from some geographical feature such as an intersecting highway. 1288'

In Fulton County (along, across) State Route US 20, _____ miles or 2235 feet

North _____ East ☒ West _____ South _____ of CO RD 23

Work to commence on March 15, 2022 and will require _____ days to complete

[5] Does the property owner own or have any interests in any adjacent property? _____ Yes ☒ No
If yes, please describe. _____

[6] Prior to any excavation in the highway right-of-way, the Ohio Utilities Protection Service (OUPS) must be contacted in accordance with ORC Section 3781.25 to 3781.32. OUPS can be reached at 1-800-362-2764. A call must be made to OGPUPS at 1-800-925-0988.

[7] Open cutting of pavement shall not be permitted unless no reasonable alternate method is available. Written approval of the Ohio Department of Transportation District Office must be obtained.

[8] All work requiring men or vehicles within ODOT right of way shall comply with all applicable requirements of the Ohio Manual of Traffic Control Devices and Item 614 (Maintaining Traffic) of the Construction and Material Specifications, latest editions. Failure to comply with these requirements will be cause for immediate revocation or suspension of the permit until the proper traffic control devices have been provided.

[9] I have received a copy of the policies and regulations pertaining to the permit for which I have applied. If a permit is subsequently issued to me by the Ohio Department of Transportation, I understand that the permit will state the terms and conditions for its use, and I agree to comply with all conditions and regulations stipulated on or attached to the permit. I also understand and agree that failure to comply fully with all conditions and regulations of the permit or any change in the use of the permit inconsistent with its terms and conditions will be considered a violation and cause for suspension, revocation, or annulment of the permit thereby rendering the permit illegal and subject to appropriate Department action, up to an including removal of the installation at the permittee's expense.

SIGN and
PRINT here

→ Jerry L. Short Trustee
Signature of Property Owner or Agent for Owner
Date 1-22-2022

Day time Phone (419) 583-6659

Office use only

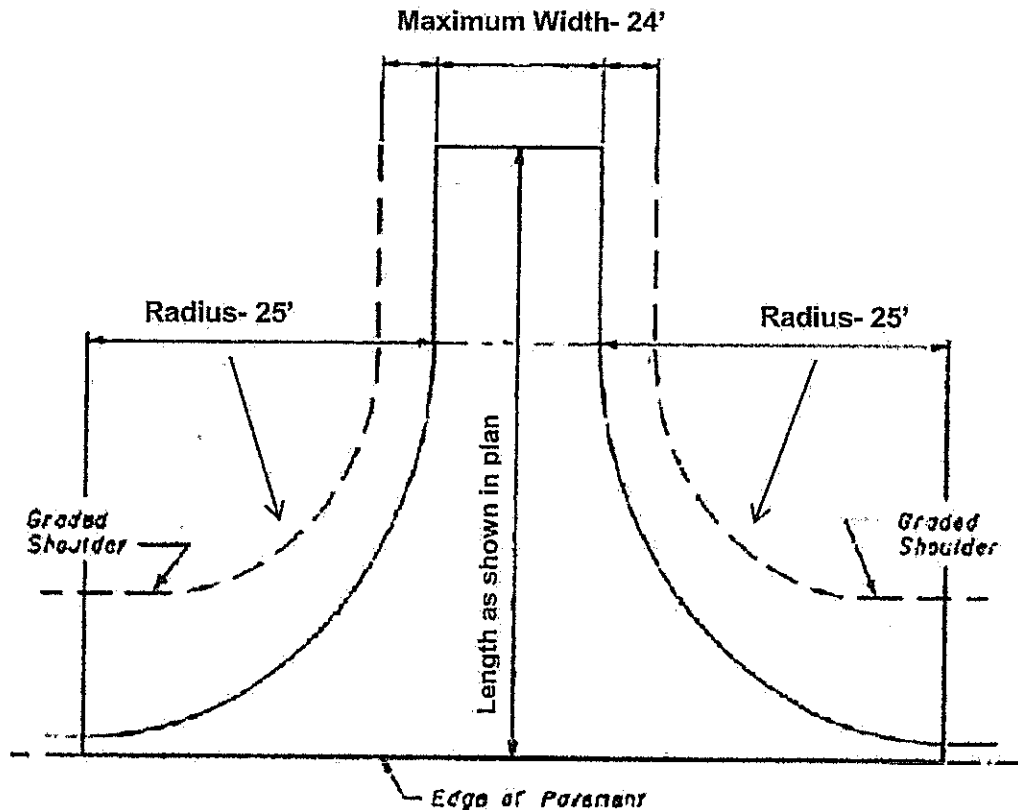
Date Received _____

By _____

Date Accepted _____

By _____

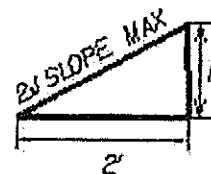
STANDARD FIELD DRIVE DESIGN



ACCESS APPROACH COMPOSITIONS THE MINIMUM COMPOSITION FOR ALL FIELD ACCESSSES:

Field driveways should be paved with 6 inches of 411 or 304 aggregate. They shall be paved from the edge of traveled way or treated shoulders, to a point where the grade of the new driveway intersects the grade of the existing driveway, or on relocated driveways to where the grade of the new driveway intersects the existing ground.

NOTE: A 2:1 SLOPE IS TO BE MAINTAINED FROM THE EDGE OF THE PROPOSED ACCESS TO THE FLOW LINE OF THE DITCH.





Summary

Parcel Number 18-035936-00.000
 Map Number 18-22C-012-00
 Location Address US HIGHWAY 20
 FAYETTE OH 43521
 Acres 22.298
 Legal Description 1E-9S-21 NW SW EX PARS 22.298 AC
 (Note: Not to be used on legal documents.)
 Land Use 110 - Agr vacant land qualified CAUV
 (Note: Land Use is for valuation purposes only. Consult the local jurisdiction for zoning and legal use.)
 Neighborhood 11800 - GORHAM FAYE Agri
 City Gorham Twp
 Township GORHAM TWP EXC FAYETTE CORP
 School District GORHAM-FAYETTE LSD
 Homestead Reduction: No
 Owner Occupancy Credit: No
 Effective Tax Rate 58.742231

X Jerry L. Short Trustee

Owners

Owner Address
 SHORT JERRY L TRUSTEE
 PO BOX 117
 FAYETTE OH 43521

Tax Payer Address
 SHORT COLENZO & JOY
 PO BOX 117
 FAYETTE OH 43521

Land

Land Type	Calculated Acres	Actual Frontage	Effective Frontage	Depth	Depth Factor	Base Rate	Unit Rate	Adjusted Rate	Appraised Value (100%)
RW - Row	0.379	0	0	0	169%	0	0	0	\$0
WS - Waste	0.376	0	0	0	169%	0	0	0	\$0
TA - Tillable	21.543	0	0	0	100%	6500	6500	6500	\$140,030
Total	22.298								\$140,030

Ag Soil

Soil Type	Land Usage	Land Type	Acres	Base Rate	Unit Rate	Adjusted Rate	CAUV Value (100%)
MF MERMILL L 0-2 %	O - Other	A4 - Undeveloped	0.176	230	230	230	\$40
SGB2 SHINROCK-TUSCOLA C 3-8% MED	O - Other	A4 - Undeveloped	1.563	230	230	230	\$360
KFA KIBBIE FSL 0-2%	O - Other	A4 - Undeveloped	1.782	230	230	230	\$410
SO SLOAN-ft-ph SICL 0-2 %	O - Other	A4 - Undeveloped	3.451	230	230	230	\$790
GNC2 GLYNWOOD L 6-12% MED ERODED	O - Other	A4 - Undeveloped	2.258	230	230	230	\$520
GEN GENERIC	O - Other	RW - Row	0.379	0	0	0	\$0
GEN GENERIC	O - Other	WS - Waste	0.376	0	0	0	\$0
LF LENAWEE SICL 0-2 %	C - Crop	ZC - Crop	1.168	2080	2080	2080	\$2,430
MF MERMILL L 0-2 %	C - Crop	ZC - Crop	0.163	2180	2180	2180	\$360
KFA KIBBIE FSL 0-2%	C - Crop	ZC - Crop	7.247	1990	1990	1990	\$14,420
SGB2 SHINROCK-TUSCOLA C 3-8% MED	C - Crop	ZC - Crop	2.041	350	350	350	\$710
SO SLOAN-ft-ph SICL 0-2 %	C - Crop	ZC - Crop	0.156	1300	1300	1300	\$200
TUB TUSCOLA FSL 3-8%	C - Crop	ZC - Crop	1.538	890	890	890	\$1,370
Total			22.30				\$21,610

CAUV Tax Savings

Enrolled	2011 Savings	2012 Savings	2013 Savings	2014 Savings
Ag District: Enrolled	\$655.58	\$657.34	\$667.96	\$668.44

Sales

Sale Date	Sale Price	Seller	Buyer	No. Of Properties	Land Only Sale	Deed Type	Conveyance Number
5/31/2012	\$0	SHORT COLENZO J & JOY A OR SURV	SHORT JERRY L TRUSTEE	7	N	XW-EXEMPT WARRANTY DEED	
10/21/2008	\$150,000	SHORT COLENZO J & JOY A OR SURV	SHORT COLENZO J & JOY A OR SURV	1	Y	WD-WARRANTY DEED	575
6/11/1999	\$0	SHORT COLENZO J & JOY A	**PARCEL SPLIT	2	N	JS	447
6/11/1999	\$0	**PARCEL SPLIT	SHORT COLENZO J & JOY A OR SURV	2	N	JS	447
1/1/1990	\$0	unknown	SHORT COLENZO J & JOY A	0	Y		0

Proposed Driveway Location

Arche Solar
Fulton County, OH
Date: January 14, 2022

- Project Parcel Lines
- Property Location
- Proposed Access Location
- Century Link - Underground Fiber Line
- Toledo Edison - Overhead Line
- Public Right-of-Way
- Distance from Proposed Driveway Location to Property Line

J. L.





OHIO DEPARTMENT OF TRANSPORTATION
Mike DeWine, Governor
Jack Marchbanks, Ph.D., Director

District 2
317 East Poe Rd., Bowling Green, OH 43402-1330
419-353-8131
transportation.ohio.gov

Dear Permittee,

Attached is your permit to work within the State's Right of Way. The provisions contained in the permit should be reviewed carefully and must be followed. On the face copy of your permit is your ODOT contact person. Who must be contacted at least 24 hours in advance of starting any work.

All maintenance of traffic control will need to meet or exceed those listed in the Temporary Traffic Control Manual. The latest edition. If you're planning to have a contractor perform this work, they must always have a copy of this permit on site while work is being performed and fully understand the provisions that apply.

Should any unforeseen circumstances delay you from completing your work, you can file for a time extension. This request needs to be in writing and submitted in advance of your permit's expiration date. In addition, the following information needs to be included, permit number, County, Route and Section and when your work will be completed.

Please submit permit extensions to the Office of Permits, 317 East Poe Road, Bowling Green, Ohio 43402 prior to the expiration date.

Please feel free to contact the Permit Office @ (419) 373-4301 or by e-mail @ Michele.pennell@dot.ohio.gov

If you have any questions concerning your permit or its provisions.

Sincerely,

Michele A Pennell

Michele A Pennell
Permit Tech D02
Office of Planning and Engineering

MR-509
Rev. 5-82

Permit Number: 0200642022
Work Order:

County: FULTON
Route 20 Section: 5.35
PID:

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION
PERMIT
District 2

Subject to all terms, conditions, and restrictions printed, written below and on the reverse side hereof, permission is hereby granted to:

Construction Contact:

Nancy Wyse
CJ Investments, LLC
7183 County Road 23
Archbold, OH 43502

TO:

Construct temporary access on US 20 the radius shall start at the West property line. The temporary access shall have a max throat width of 24' with a minimum radii of 10' and a max of a 35' radii, with a 12" culvert pipe. A 2:1 slope is to be maintained from the edge of the proposed access to the flow line of the ditch. Any change in the use of the permitted access inconsistent with its terms and conditions will be considered a violation of this permit and cause for immediate suspension of this permit and cause for removal of the permitted access at the permittee cost. All work shall be performed per the attached approved plans. The temporary access shall be reconstructed to a 24' throat with 25' radius, agricultural access by the expiration date on this permit. Care shall be taken not to damage existing pavement and the paved shoulders. Any damage shall be corrected by CJ Capital Investments and all repair work shall be preapproved by ODOT District 2. Contractor shall comply with all revisions outlined in the ODOT CMS Dated January 1, 2016 and ODOT SS 832. Cutting of the pavement is not permitted. See attachments for additional requirements. Nothing in this permit waives any local, state or federal regulations or requirements that would mandate the permittee either comply with said laws and regulations or to seek a separate permit under those laws and regulations in the prosecution of the work permitted herein. ASPHALT GRINDINGS ARE NOT PERMITTED.

LOCATION In FULTON ___ across/ X along 20, miles or 1392 EAST of County Road 23 on the NORTH side of the road.

NOTES: The following notes apply: [01], [02], [03], [04], [05], [06], [07], [08], [09], [10], [11], [12], [13], [14], 803.2, 803.21, 803.22, 803.23, 805, 805.1, 805.2, F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, F-11, F-12, F-13, F-14, F-15, F-16

This permit or a copy is to be on site at all times while work is being performed in ODOT's right of way. And is to be shown with all attachments upon request to any Law Enforcement Personnel or Employees of the Department of Transportation.

This permit is not a substitute for satisfying the rights of any other party that may have interest in the underlying fee.

Prior to any excavation in the highway right-of-way, the Ohio Utilities Protection Service (OUPS) must be contacted in accordance with ORC Section 3781.25 to 3781.32. OUPS/811 can be reached at 1-800-362-2764 or by dialing 811.

No work shall be done under this permit until the party or parties to whom it is granted shall have communicated with and received instructions from: **DREW KRONBERG, 419-409-0002**


You are also required to contact the above person upon completion of work.

This permit shall be void unless the work here in contemplated shall have been completed before: 12/19/2022

Dated Wednesday, June 22, 2022

c: File
Kronberg

Attachments: Cover Letter
General provision sheet
Note sheet F
Standard Field Drive design
Stabilized Construction entrance
Access Control Right of Way Use Permits
MOT - 1,3,10
Application
Plan


Director of Transportation
Jack Marchbanks, Ph.D.

General Provisions Applicable to All Permits

(Sections 5515.01 and 5515.02 of O.R.C.)

- [01] This permit is not a substitute for satisfying the rights of any other party who may have an interest in the underlying fee.
- [02] The granting of this permit does not convey to the permittee or to the property served any rights, title, or interest in state highway rights-of-way or in the design or operation of the state highway; or in any way abridge the right of the Director of Transportation in his jurisdiction over state highways. If, in the process, of any future work or for the benefit of the traveling public, it becomes necessary, in the opinion of the Director of Transportation to order the removal, reconstruction, relocation, or repair of any fixtures, or work performed under this permit, said removal, reconstruction, relocation, or repair shall be wholly at the expense of the owners thereof and be made as directed by the Director of Transportation.
- [03] The District Deputy Director acts for and on behalf of the Director in issuing and carrying out the provisions of all permits. The District Deputy Director has full authority to ensure that all provisions of the permit are met and to reject any materials, design, and workmanship that do not meet applicable Department standards. The District Deputy Director, at his/her discretion, may require a performance bond or certified check as a prerequisite to the issuance of a permit.
- [04] Failure on the part of the permittee to comply fully with the provisions and conditions of the permit will be cause for suspension, revocation, or annulment of the permit thereby rendering the permit illegal and subject to appropriate Departmental action. By accepting the permit, the permittee agrees to comply with all conditions, terms, and restrictions printed or written on or attached to the permit. If the permittee performs any work contrary to the conditions of the permit or to the instructions of the District Deputy Director and, after due notice, fails to correct the problem, the Department of Transportation may, with or without notice, correct such work and the permittee shall reimburse the Department for the costs.
- [05] The permittee shall hold harmless the Department of Transportation, the State of Ohio, and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damages sustained by any person or property in consequences of any neglect or on account of any act or omission as a result of the issuance of the permit.
- [06] All work authorized under the permit shall be performed to the Department's satisfaction, and the entire expense shall be borne by the permittee. No work shall be performed until the permittee has contacted the Department's appointed representative named on the permit and received instructions. The Department's representative may inspect all work covered by the permit, or the Department reserves the right, during the time any or all of the work is being performed, to appoint an inspector over the work who shall represent the interest of the State on the work and any compensation arranged for shall be paid wholly by the permit holder. Work not in compliance shall be halted and the District Deputy Director shall be notified of the cause. The permittee shall be notified of the Department's action and its causes, and given an opportunity to correct the problem.
- [07] Failure to complete all work within the time specified on the permit shall void the permit, thereby making the permit illegal and subject to appropriate Departmental action. The permittee may request an extension in writing from the District Office, explaining why the extension is necessary and when the work is expected to be completed.
- [08] All work infringing on the pavement or shoulders shall comply with applicable standards and requirements regarding traffic control devices. Failure to comply will be cause for revocation or suspension of the permit. Any closure of lanes or shoulders shall be described in terms of location, duration, time of day, etc. Such work shall not begin until all traffic control devices are in place.
- [09] If any grading, sidewalk, or other work allowed by a permit interferes with the drainage of the highway in any way, such catch basins and outlets as necessary shall be constructed to take proper care of said drainage.
- [10] Upon completion of the work, the permittee shall leave the highway clean of all rubbish, excess materials, temporary structures and equipment, and all parts of the highway shall be left in a condition acceptable to the Department. Upon satisfactory completion of the work authorized by the permit, the Department's appointed representative shall complete the Permit Inspection Certificate, Form No. MR 678 certifying that the permittee has complied with the terms of the permit.
- [11] Except as herein authorized, no excavation shall be made or obstacle placed within the limits of the highway so as to interfere with the travel over the road.
- [12] All pole lines are to be built in accordance with Rule 4901:3-1-08 of Ohio Administrative Code promulgated and enforced by the Public Utilities Commission of Ohio.
- [13] The permittee shall comply with the Air Pollution requirements of Rule 3745-17-08 of the Ohio Administrative Code promulgated and enforced by the Ohio Environmental Protection Agency.
- [14] The permittee certifies that he or she is fully authorized to sign this permit. This permit shall apply to and be binding upon the permittee and his/her successors in interest. No change in ownership of the underlying property or of the facility owned by permittee shall in any way alter the permittee's obligations under this permit.

Farm Access Note Sheet

This permit is valid only within the limits of Right of Way of this State Route. Permits for that portion of your facilities located along county or Township Right of Way must be obtained from the appropriate authorities.

A copy of your permit is to be on site at all times while working.

- F-01 To assure the proper installation, the Ohio Department of Transportation County Manager or his representative must be notified, a minimum of 24 hours prior to any work being started and must be present to approve grades, location, and material used.
- F-02 There is to be NO parking of equipment, service vehicles, erecting of lights, or placing of advertising devices within the State Highway Right of Way. Similarly no equipment, service vehicles, device or structures are permitted to overhang the State Highway.
- F-03 All work requiring men or vehicles on the pavement or shoulders shall comply fully with the Ohio Manual of Traffic Control for Construction and Maintenance Operations, and item 614 (Maintaining Traffic) in the Department of Transportation Construction and Material Specifications. Failure to comply with this requirement will be just cause for immediate suspension of this permit until such time the proper traffic control is in place.
- F-04 The use of the pavement, land or berm for depositing any excavated materials will not be permitted.
- F-05 If required a valley gutter across driveways will be constructed to conform with existing drainage conditions. Construction of the drive must not interfere with the existing roadside drainage.
- F-06 Sod will be removed from the bottom of the ditch to assure the new pipe is not above or below the existing flow line. The pipe will slope in such a manner that waters will flow freely through the tile and not be trapped inside.
- F-07 Corrugated polyethylene pipe conforming to ODOT specification type D conduit may be used. This type of culvert pipe requires a 6" bedding of aggregate type 304 and no less than 12" of cover over the pipe. The Ohio Department of Transportation County Manager or his representative must inspect this installation prior to filling to maintain the validity of this permit.
- F-08 Reinforced concrete pipe or corrugated metal pipe conforming to ODOT specification type D conduits may be used. These culvert pipes require a minimum of 6" bedding of aggregate type 304 and no less than 6" of cover over the pipe.
- F-09 If in the future, the driveway pipe is found to be inadequate, it will be the responsibility of the property owner to have it resized and replaced.
- F-10 If in the future, your driveway requires a pipe, it will be supplied and placed at the expense of the property owner.
- F-11 Drive approaches will slope down and away from the through pavement edge at the same rate of a slope as the highway shoulder slope. The profile of the driveway must be a minimum of ½" inch per foot down and away from the pavement edge to the ditch line. No surface water will be allowed to drain onto the Highway Pavement.
- F-12 The top of the drive over the pipe will be a minimum 6" inches or more below the edge of the pavement.
- F-13 Driveway composition will be in accordance with the Location & Design Manual refer to section 805.2 item D.
- F-14 A 2:1 slope is to be maintained from the edge of the driveway to the flow line of the ditch.
- F-15 All areas where the vegetation has been injured or disturbed or destroyed by this installation, will be fertilized, seeded, and mulched. All restoration work is to be completed within 30 days after completing work.
- F-16 The permittee shall take any and all appropriate measures to limit soil erosion during and after construction authorized herein. As such he shall be fully accountable to the Ohio EPA, the Soil Conservation Service, and other appropriate agencies for any violation or disregard of the applicable governing standards and regulations related to the protection and conservation of soils that are affected by this permitted work.

Access Control Right of Way Use Permits and Drive Design For Residential Drives

This permit is valid only within the limits of Right of Way of this State Route. Permits for that portion of your facilities located along county or Township Right of Way must be obtained from the appropriate authorities.

A copy of your permit is to be on site at all times while working.

- 803.2 Rural and residential and field drives should normally conform to the type one design shown in standard construction drawing BP-4.1.
- 803.21 New driveways should intersect the highway at an angle between 70 and 90 degrees. However, in some cases it may be necessary to retain existing drive angles that vary from these desired range.
- 803.22 If a project involves existing drives, the existing drive width is normally retained unless it is less than 12' feet, in which case, it should be widened to provide a 12' foot throat width. In cases of new drives the width should be normally 12' foot at the throat. If the new driveway is a combined drive between two properties, the width should normally not exceed 24' feet. Also, a wider field drive may be used if it will keep the farm equipment operator from encroaching on the opposing traffic lane when entering or exiting the highway.
- 803.23 The radii of type one driveways should normally be 25' feet. The radii, may be increased on field drives if the larger values will improve driveway operation and reduce the hazard to the motorists and farm equipment operators.
- 805 Driveway Pavement Design
- 805.1 Field drives should consist of 7" inches, 411 aggregate base on 8 inches of type 1, 304 aggregate base.
- 805.2 Residential driveways will be paved from the edge of the pavement to a point where the grade of the new driveway intersects the grade of the existing, or on relocated driveways to the point where the geometric limit of the new driveway meets the existing driveway. Residential driveways having an existing hard surface or an existing aggregate surface will be replaced with a similar type, insofar as practicable, using one of the following designs for the portion beyond the flared apron.
- A. 6" inches of 452 Plain Portland Cement Concrete.
 - B. 2" inches of 404 Asphalt Concrete on 408 Prime Coat at 0.4 gallons per square yard, on 6" inches of 304 Aggregate Base or 7" inches of 411 Stabilized Crushed Aggregate.
 - C. 1 1/4" inches of 404 Asphalt Concrete on 3 3/4" inches of 301 Bituminous Aggregate Base.
 - D. 8" inches of 411 or 304 Aggregate Base.

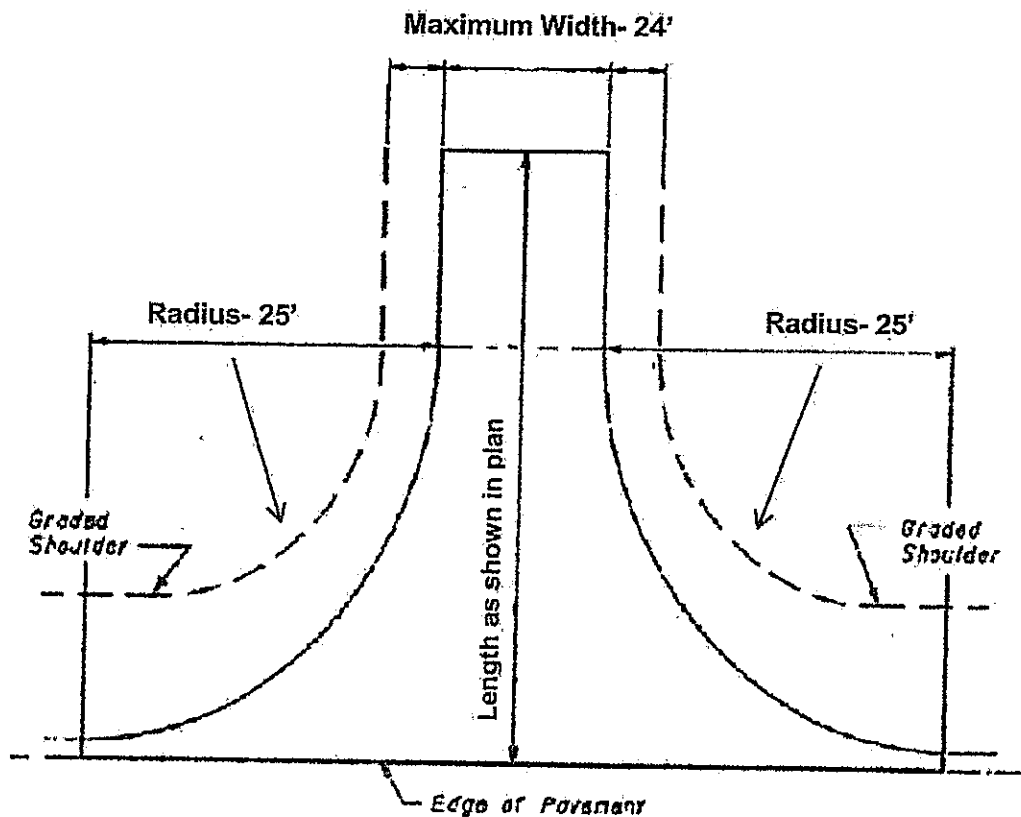
In uncurbed areas, the apron pavement design depends on the treated shoulder material as follows.

A. The flared portion of a residential driveway adjacent to paved shoulders will be constructed of the same material and composition as used in the treated shoulder paving.

B. The flared portion of a residential driveway adjacent to surface treated aggregate shoulders will be constructed of the same material as used in the treated shoulder, except it will be surfaced with 2" inches of 404 asphalt concrete.

C. The flared portion of residential drive on projects for which earth shoulders are specified will be paved with either 6" inches of 452 plain Portland cement concrete or with 2" inches of 404 asphalt concrete on 6" inches of 411 or 304 aggregates.

STANDARD FIELD DRIVE DESIGN

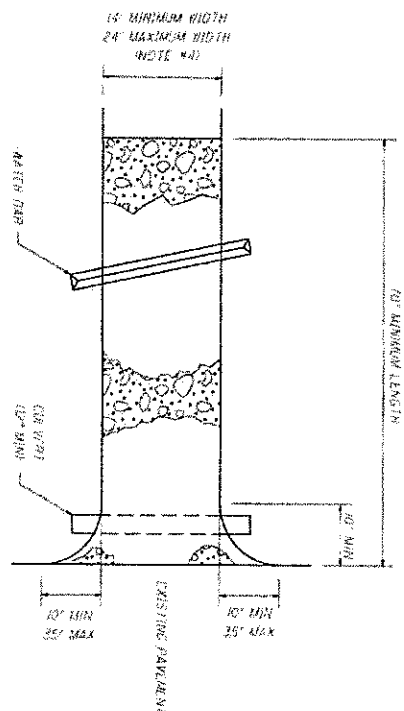


ACCESS APPROACH COMPOSITIONS THE MINIMUM COMPOSITION FOR ALL FIELD ACCESSSES:

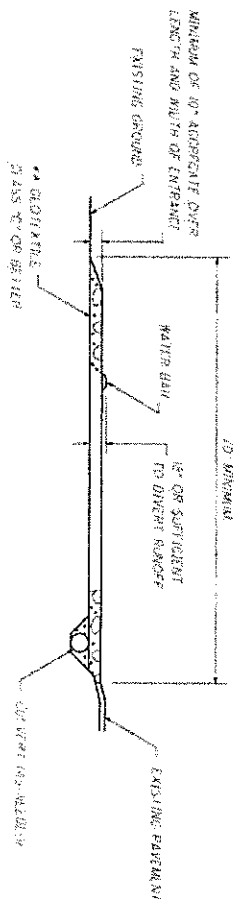
Field driveways should be paved with 6 inches of 411 or 304 aggregate. They shall be paved from the edge of traveled way or treated shoulders, to a point where the grade of the new driveway intersects the grade of the existing driveway, or on relocated driveways to where the grade of the new driveway intersects the existing ground.

NOTE: A 2:1 SLOPE IS TO BE MAINTAINED FROM THE EDGE OF THE PROPOSED ACCESS TO THE FLOW LINE OF THE DITCH.





PLAN



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- CONSTRUCTION REQUIREMENTS
1. STONE SET - 0001 #11.5-2.5 INCH STONE SHALL BE USED, OR EQUIVALENT EQUIVALENT.
2. FILL - THE CONSTRUCTION ENTRANCE SHALL BE AS LOW AS REQUIRED TO STABILIZE HIGH WATER AREAS BUT NOT LESS THAN 10 FT.
3. PROGRESS - THE STONE LAYER SHALL BE AT LEAST 10 INCHES.
4. WIDTH - THE ENTRANCE SHALL BE AT LEAST 20 FT. WIDE, BUT NOT LESS THAN 24 FT. AT POINTS WHERE PROGRESS OR EGRESS OCCURS.
5. CLOSURE - A CLOSURE SHALL BE LAID OVER THE PIERCE AREA PRIOR TO THE STONE SET. IT SHALL BE COMPOSED OF WOOD, NOT POLYMER MATERIALS USE VARIOUS SPECIFICATION AND CONSTRUCTION ENTRANCE TABLE 1.
6. TYPING - THE CONSTRUCTION ENTRANCE SHALL BE INSTALLED AS SHOWN AS ITS PROJECTED BEFORE AND DURING ACTIVITIES FOR CONSTRUCTION ENTRANCE SHALL BE REMOVED IMMEDIATELY UPON COMPLETION OF WORK HERE THE ENTRANCE.
7. CLOSURE - A PIERCE CLOSURE SHALL BE CONSTRUCTED UNDER THE ENTRANCE 12 INCHES WIDE WATER FROM ALL ANGLES ACROSS THE ENTRANCE OR TO PREVENT ROUND 1 FROM BEING DEFLECTED OUT ONTO PAVED SURFACES. THE PIERCE SHALL BE A MINIMUM OF 12".
8. WATER SEAL - A WATER SEAL SHALL BE CONSTRUCTED AS PART OF THE CONSTRUCTION ENTRANCE WHERE NECESSARY TO PREVENT SURFACE RUNOFF FROM ENTERING THE LENGTH OF THE CONSTRUCTION ENTRANCE AND OUT ONTO PAVED SURFACES.
9. MAINTENANCE - TOP SURFACING OF ADDITIONAL STONE SHALL BE APPLIED AS CONDITIONS DEMAND, AND SOFTEN, DISINTEGRATION, OR TRACKED ONTO PAVED AREAS, OR ANY DAMAGE TO THE SURFACE IS NOT CAUSED BY STORMS OR COLLISIONS, SHALL BE REPAIRED IMMEDIATELY. REPAIRS SHALL BE ACCORDING TO THE SPECIFICATIONS ON SIGNING.
10. CONSTRUCTION ENTRANCES SHALL NOT BE ALLOWED TO BE IN PLACE FOR MORE THAN 30 DAYS AND SHALL BE REMOVED IMMEDIATELY AFTER THE PIERCE AND CLEAR THE CONSTRUCTION SITE SHALL BE RECONSTRUCTED FROM BEFORE AREAS.

ALLOT XYLE CONSTRUCTION FROM CONSTANTION MATERIAL	
MINIMUM TENSILE STRENGTH	200 lbs.
MINIMUM ELASTICITY STRENGTH	80 psi.
MINIMUM TENSILE STRENGTH	50 lbs.
MINIMUM BENDING STRENGTH	200 psi.
MINIMUM ELASTICITY	200
ELASTICITY OPENING SIZE	FOOT 6 in.
PERCENTILE	100.1 percent.

- 02 The distances shown in Table 6E-1, which provides information regarding the stopping sight distance as a function of speed, may be used for the location of a flagger station. These distances may be increased for downgrades and other conditions that affect stopping distance.

Guidance:

- 03 *Flagger stations should be located such that an errant vehicle has additional space to stop without entering the work space. The flagger should identify an escape route that can be used to avoid being struck by an errant vehicle.*

Standard:

- 04 **Except in emergency situations, flagger stations shall be preceded by an advance warning sign or signs. Except in emergency situations, flagger stations shall be illuminated at night.**

Table 6E-1. Stopping Sight Distance as a Function of Speed

Speed *	Distance
20 mph	115 feet
25 mph	155 feet
30 mph	200 feet
35 mph	250 feet
40 mph	305 feet
45 mph	360 feet
50 mph	425 feet
55 mph	495 feet
60 mph	570 feet
65 mph	645 feet
70 mph	730 feet
75 mph	820 feet

* Posted speed, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed

Table 6H-2. Meaning of Symbols on Typical Application Diagrams
























	Arrow board		Shadow vehicle
	Arrow board support or trailer (shown facing down)		Sign (shown facing left)
	Changeable message sign or trailer		Surveyor
	Channelizing device		Temporary barrier
	Crash cushion		Temporary barrier with warning light
	Direction of temporary traffic detour		Traffic or pedestrian signal
	Direction of traffic		Truck-mounted attenuator
	Flagger		Type 3 barricade
	High-level warning device (Flag tree)		Warning light
	Longitudinal channelizing device		Work space
	Luminaire		Work Vehicle
	Pavement markings that should be removed for a long-term project		

Table 6H-3. Meaning of Letter Codes on Typical Application Diagrams

Road Type	Distance Between Signs (Feet) **		
	A	B	C
Urban (low speed) *	100	100	100
Urban (high speed) *	350	350	350
Rural	500	500	500
Expressway / Freeway	1,000	1,500	2,640

* Speed category to be determined by highway agency.

** The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)

Table 6H-4. Formulas for Determining Taper Lengths

Speed (S)	Taper Length (L) in Feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$

Where: L = taper length in feet
W = width of offset in feet
S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

Notes for Figure 6H-1—Typical Application 1
Work Beyond the Shoulder

Guidance:

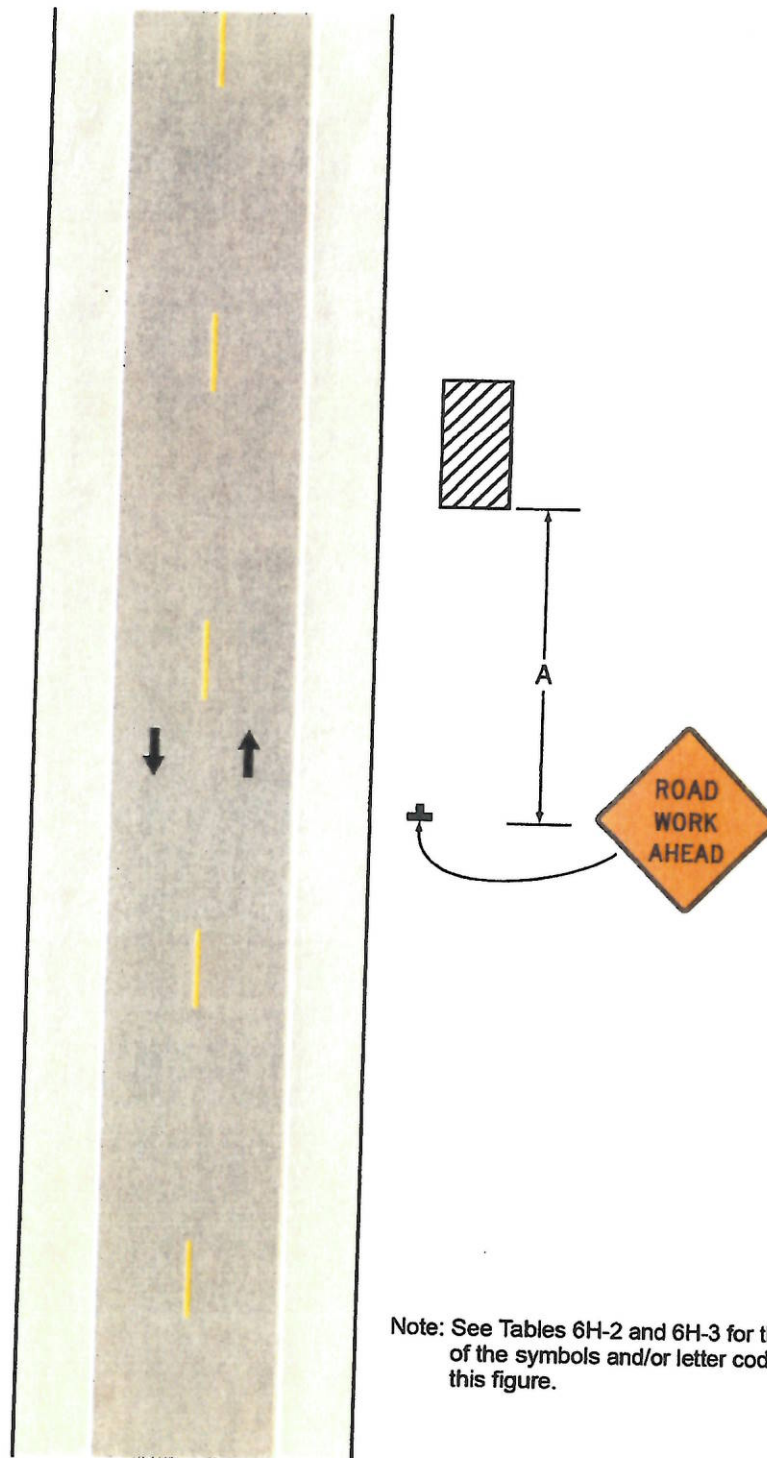
1. *If the work space is in the median of a divided highway, an advance warning sign should also be placed on the left side of the directional roadway.*

Option:

2. The ROAD WORK AHEAD sign may be replaced with other appropriate signs such as the SHOULDER WORK sign. The SHOULDER WORK sign may be used for work adjacent to the shoulder.
3. The ROAD WORK AHEAD sign may be omitted where the work space is behind a barrier, more than 24 inches behind the curb, or 15 feet or more from the edge of any roadway.
4. For short-term, short-duration or mobile operation, all signs and channelizing devices may be eliminated if a vehicle with activated high-intensity rotating, flashing, oscillating, or strobe lights is used.
5. Vehicle hazard warning signals may be used to supplement high-intensity rotating, flashing, oscillating, or strobe lights.

Standard:

6. **Vehicle hazard warning signals shall not be used instead of the vehicle's high-intensity rotating, flashing, oscillating, or strobe lights.**

Figure 6H-1. Work Beyond the Shoulder (TA-1)

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

Typical Application 1

Notes for Figure 6H-3—Typical Application 3
Work on the Shoulders

Guidance:

1. *A SHOULDER WORK sign should be placed on the left side of the roadway for a divided or one-way street only if the left shoulder is affected.*

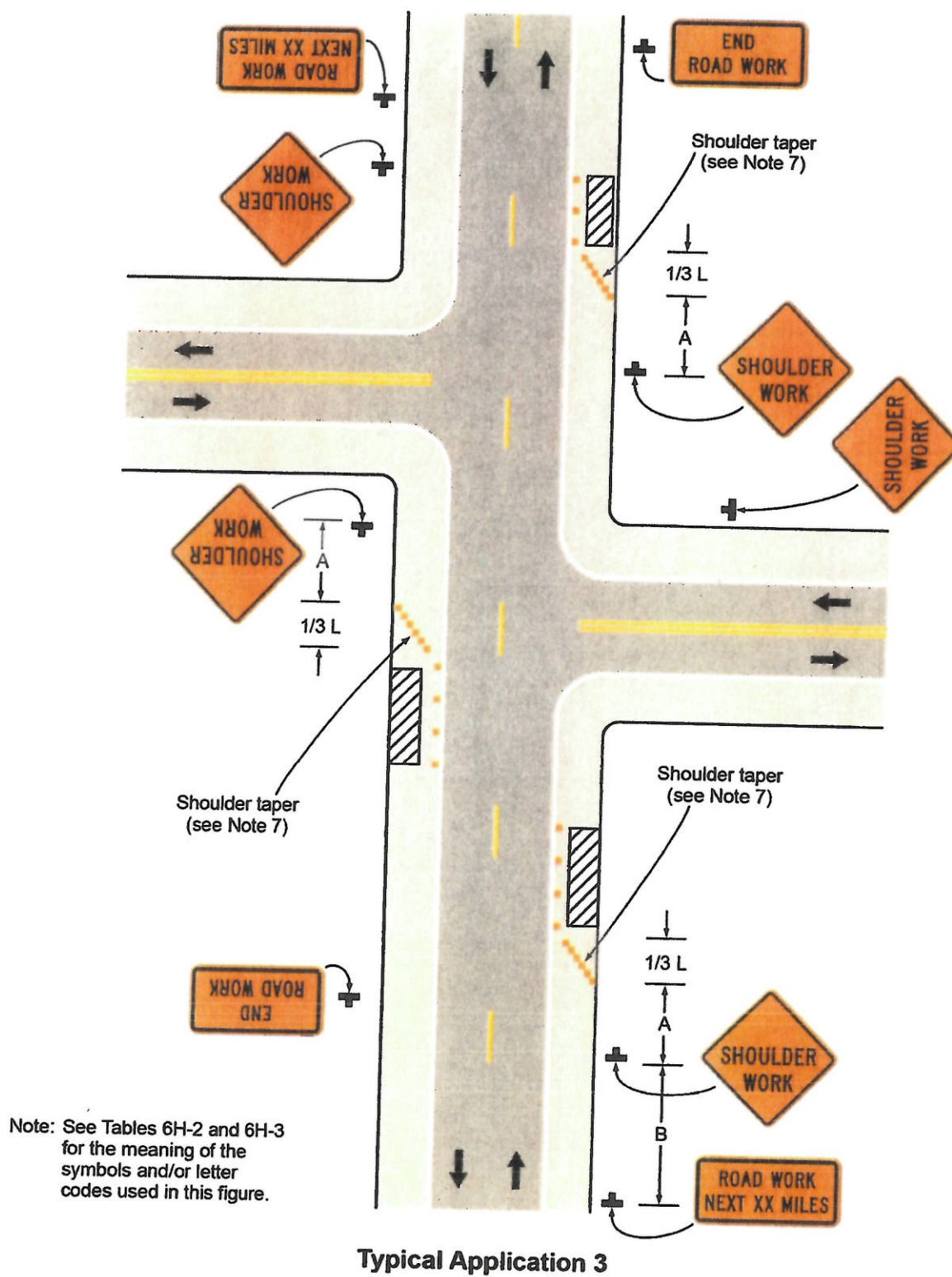
Option:

2. The Workers symbol signs may be used instead of SHOULDER WORK signs.
3. The SHOULDER WORK AHEAD sign on an intersecting roadway may be omitted where drivers emerging from that roadway will encounter another advance warning sign prior to this activity area.
4. For short-duration operations of 60 minutes or less, all signs and channelizing devices may be eliminated if a vehicle with activated high-intensity rotating, flashing, oscillating, or strobe lights is used.
5. Vehicle hazard warning signals may be used to supplement high-intensity rotating, flashing, oscillating, or strobe lights.

Standard:

6. **Vehicle hazard warning signals shall not be used instead of the vehicle's high-intensity rotating, flashing, oscillating, or strobe lights.**
7. **When paved shoulders having a width of 8 feet or more are closed, at least one advance warning sign shall be used. In addition, channelizing devices shall be used to close the shoulder in advance to delineate the beginning of the work space and direct vehicular traffic to remain within the traveled way.**

Figure 6H-3. Work on the Shoulders (TA-3)



Notes for Figure 6H-10—Typical Application 10
Lane Closure on a Two-Lane Road Using Flaggers

Option:

1. For low-volume situations with short work zones on straight roadways where the flagger is visible to road users approaching from both directions, a single flagger, positioned to be visible to road users approaching from both directions, may be used (see Chapter 6E).
2. The ROAD WORK AHEAD and the END ROAD WORK signs may be omitted for short-duration operations.
3. Flashing warning lights and/or flags may be used to call attention to the advance warning signs. A BE PREPARED TO STOP sign may be added to the sign series.

Guidance:

4. *The buffer space should be extended so that the two-way traffic taper is placed before a horizontal (or crest vertical) curve to provide adequate sight distance for the flagger and a queue of stopped vehicles.*

Standard:

5. **At night, flagger stations shall be illuminated, except in emergencies.**

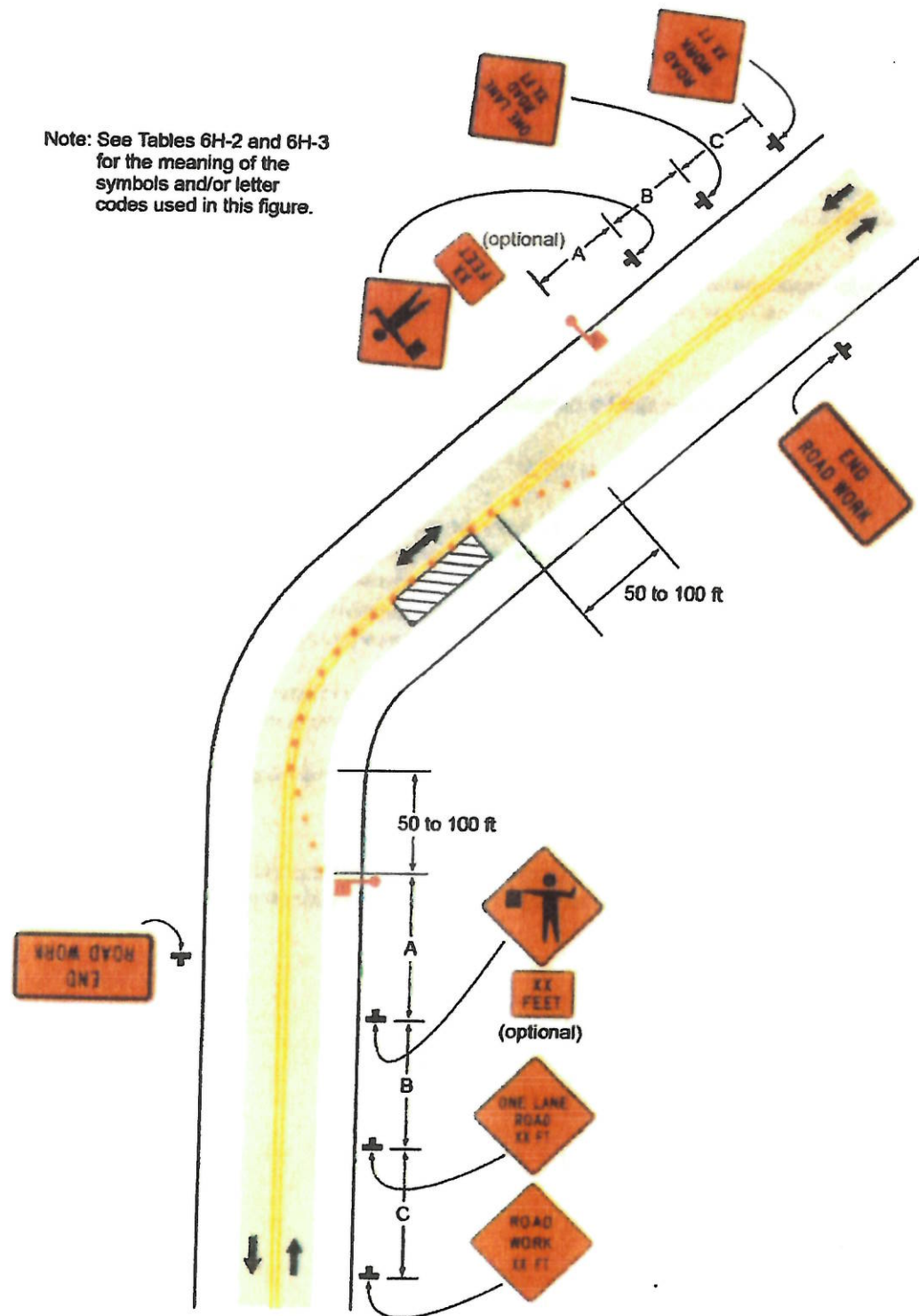
Guidance:

6. *When used, the BE PREPARED TO STOP sign should be located between the Flagger sign and the ONE LANE ROAD sign.*
7. *When a grade crossing exists within or upstream of the transition area and it is anticipated that queues resulting from the lane closure might extend through the grade crossing, the TTC zone should be extended so that the transition area precedes the grade crossing.*
8. *When a grade crossing equipped with active warning devices exists within the activity area, provisions should be made for keeping flaggers informed as to the activation status of these warning devices.*
9. *When a grade crossing exists within the activity area, drivers operating on the left-hand side of the normal center line should be provided with comparable warning devices as for drivers operating on the right-hand side of the normal center line.*
10. *Early coordination with the railroad company or light rail transit agency should occur before work starts.*

Option:

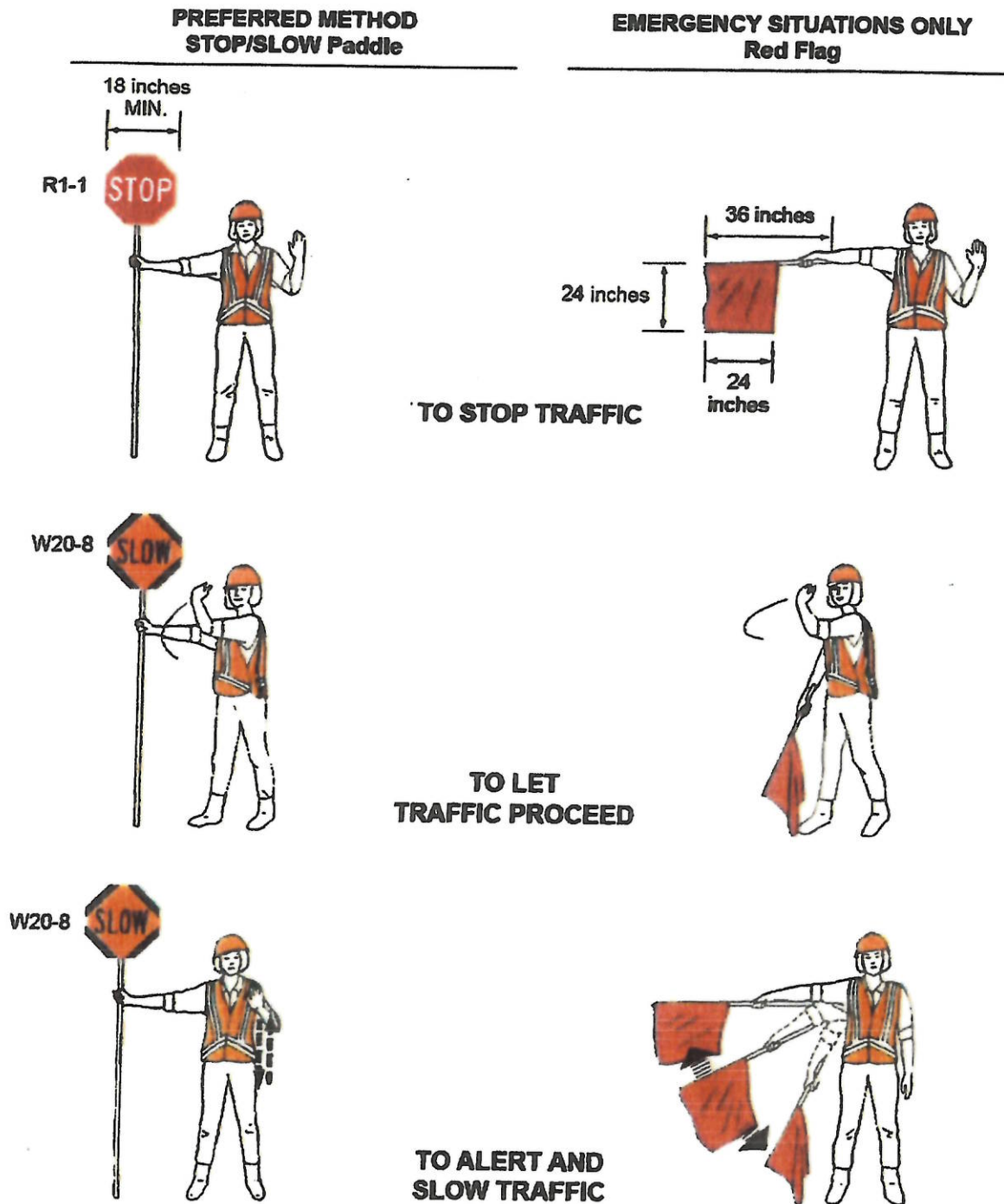
11. A flagger or a uniformed law enforcement officer may be used at the grade crossing to minimize the probability that vehicles are stopped within 15 feet of the grade crossing, measured from both sides of the outside rails.

Figure 6H-10. Lane Closure on a Two-Lane Road Using Flaggers (TA-10)



Typical Application 10

Figure 6E-3. Use of Hand-Signaling Devices by Flaggers



1. MR 505
App No 8550

State of Ohio
Department of Transportation
Permit Application
See Reverse side for additional requirements

Office Use Only	
County/	Jurisdiction <u>Fulton</u>
Rte <u>20</u>	LogPt <u>5.35</u>
AccCat _____	

[1] This form must be completed by the property owner or agents working for a utility company (if applicable). Application by contractor is unacceptable.

Name CJ Capital Investments, LLC

Address 7183 County Road 23 City Archbold State OH
Zip 43502 Phone (419) 551-6341 Other (Fax, E-mail) _____

[2] Type of Permit requested: _____ Commercial (See other side) _____ Residential _____ Field _____ Utility _____ Drainage
_____ Beautification (See other side) _____ Spraying, trimming, tree removal ☒ Other _____ Driveway

[3] Briefly describe work to be performed. (Attach plans and see Instructions.)

Construction of a gravel access road using typical methods and preparation work such as stabilization of localized subgrade areas through undercutting, or geogrid reinforcement.

Traffic Plan _____

[4] Location where work is to be performed. Give sufficient detail to locate the site accurately, such as the distance in miles or feet from a mile post or from some geographical feature such as an intersecting highway.

In Fulton County (along, across) State Route US 20, _____ miles or 1,392 feet
North _____ East ☒ West _____ South _____ of CO RD 23 on the North ☒ East _____ West _____ South _____ side of the road.
Work to commence on June 15, 2022 and will require _____ days to complete

[5] Does the property owner own or have any interests in any adjacent property? ☒ Yes _____ No
If yes, please describe. Adjacent 29.03 acres with additional road frontage on US 20.

[6] Prior to any excavation in the highway right-of-way, the Ohio Utilities Protection Service (OUPS) must be contacted in accordance with ORC Section 3781.25 to 3781.32. OUPS can be reached at 1-800-362-2764. A call must be made to OGPUPS at 1-800-925-0988.

[7] Open cutting of pavement shall not be permitted unless no reasonable alternate method is available. Written approval of the Ohio Department of Transportation District Office must be obtained.

[8] All work requiring men or vehicles within ODOT right of way shall comply with all applicable requirements of the Ohio Manual of Traffic Control Devices and Item 614 (Maintaining Traffic) of the Construction and Material Specifications, latest editions. Failure to comply with these requirements will be cause for immediate revocation or suspension of the permit until the proper traffic control devices have been provided.

[9] I have received a copy of the policies and regulations pertaining to the permit for which I have applied. If a permit is subsequently issued to me by the Ohio Department of Transportation, I understand that the permit will state the terms and conditions for its use, and I agree to comply with all conditions and regulations stipulated on or attached to the permit. I also understand and agree that failure to comply fully with all conditions and regulations of the permit or any change in the use of the permit inconsistent with its terms and conditions will be considered a violation and cause for suspension, revocation, or annulment of the permit thereby rendering the permit illegal and subject to appropriate Department action, up to and including removal of the installation at the permittee's expense.

SIGN and
PRINT here

→ Nancy J. Wlyse
Signature of Property Owner or Agent for Owner
Date 4-28-22

Day time Phone (419) 572-1695

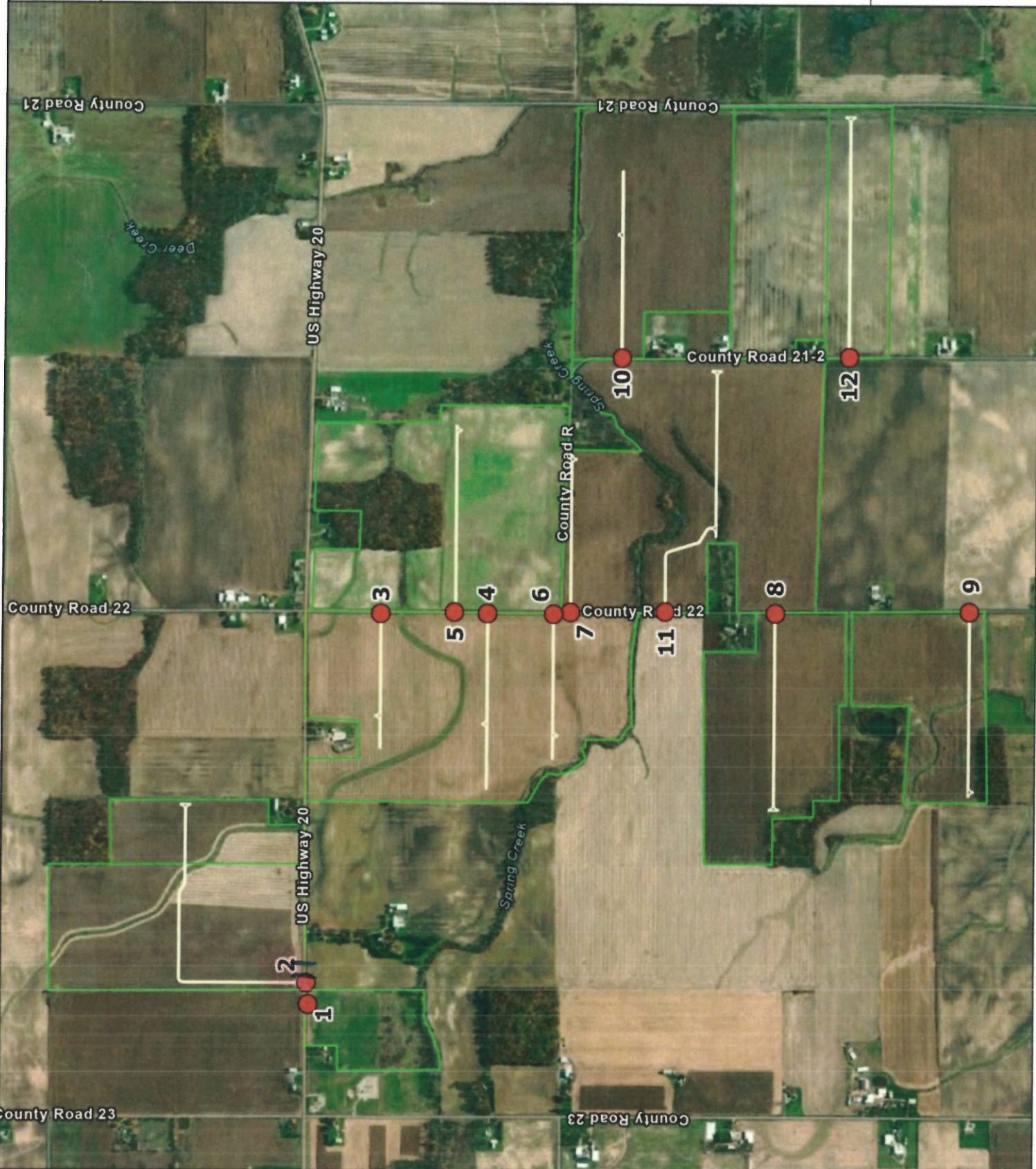
Office use only

Date Received _____
By _____
Date Accepted _____
By _____

Proposed Driveway Location

Arche Solar
Fulton County, OH
Date: March 3, 2022

- Arche Solar - Parcel Lines
- Project_Roads
- Proposed Driveway Locations



GORD 2022 - 001

DRIVEWAY AND LAWN PERMIT

I hereby request permission to fill in the Township Road ditch for the purpose of:

✓ _____ Constructing a driveway

_____ Establishing a lawn area

I agree to construct this project to the requirements of the Township and County Engineer and to pay all installation costs, future maintenance costs and to pay for any and all damages to the Township and County Highways and the users thereof that might be caused by this installation or by future maintenance.

The Township must be notified at least 48 hours prior to construction so that grade stakes can be set.

This permit is not valid until the work proposed has been inspected and approved by the Township.

****Approval may take up to 3 weeks****

LOCATION OF PROPOSED WORK:

ROAD CO RD 22 _____ 1.5 _____ tenths mile N (S) E W of Road US 20 _____

on the N S E (W) side of road. _____ House Number _____ DRIVE #3
(circle one)

DESCRIPTION OF PROPOSED WORK: Construction of a gravel access road using typical methods and

preparation work. PLACE 12" DRIVE PIPE, SET TO DRAIN SOUTH TO DITCH.

DATE 2/16/22 _____

See Memo recorded 5/19/2020

OWNER'S SIGNATURE _____

Kunkle LLC
PROPERTY OWNER NAME (PRINT)
24430 CO RD T
ADDRESS
Fayette, OH 43521
ADDRESS
419/583-0058
PHONE

APPROVAL:

3/21/22
DATE

[Signature]
[Signature]
Brian Towne
GORDHAM Township Trustees
[Signature]
Fulton County Engineer, Representing The
Board of Fulton County Commissioners

7/19/22
DATE

WORK INSPECTED BY _____ DATE _____

COMMENTS _____

PL
3/21/2022

CORD 2022-002

DRIVEWAY AND LAWN PERMIT

I hereby request permission to fill in the Township Road ditch for the purpose of:

✓ _____ Constructing a driveway
_____ Establishing a lawn area

I agree to construct this project to the requirements of the Township and County Engineer and to pay all installation costs, future maintenance costs and to pay for any and all damages to the Township and County Highways and the users thereof that might be caused by this installation or by future maintenance.

The Township must be notified at least 48 hours prior to construction so that grade stakes can be set.

This permit is not valid until the work proposed has been inspected and approved by the Township.

****Approval may take up to 3 weeks****

LOCATION OF PROPOSED WORK:

ROAD CO RD 22 3.7 tenths mile N (S) E W of Road US 20
(circle one) DRIVE #4
on the N S E (W) side of road. House Number _____
(circle one)

DESCRIPTION OF PROPOSED WORK: Construction of a gravel access road using typical methods and

preparation work. PLACE 8" DRIVE PIPE, SET TO DRAIN SOUTH

DATE 2/16/22

See Memo recorded 5/19/2020

OWNER'S SIGNATURE _____

Kunkle LLC

PROPERTY OWNER NAME (PRINT)

24430 CO RD T

ADDRESS

Fayette, OH 43521

ADDRESS

419/583-0058

PHONE

APPROVAL:

3/21/22
DATE

[Signature]
[Signature]
BOLHAM Township Trustees

[Signature]
Fulton County Engineer, Representing The
Board of Fulton County Commissioners

7/19/22
DATE

WORK INSPECTED BY _____ DATE _____

COMMENTS _____

BL
3/21/22

DRIVEWAY AND LAWN PERMIT

GORD 2022-003

I hereby request permission to fill in the Township Road ditch for the purpose of:

✓ _____ Constructing a driveway
 _____ Establishing a lawn area

I agree to construct this project to the requirements of the Township and County Engineer and to pay all installation costs, future maintenance costs and to pay for any and all damages to the Township and County Highways and the users thereof that might be caused by this installation or by future maintenance.

The Township must be notified at least 48 hours prior to construction so that grade stakes can be set.

This permit is not valid until the work proposed has been inspected and approved by the Township.

****Approval may take up to 3 weeks****

LOCATION OF PROPOSED WORK:

ROAD CO RD 22 3 tenths mile N S E W of Road US 20
 (circle one)
 on the N S E W side of road. House Number DRIVE #5
 (circle one)

DESCRIPTION OF PROPOSED WORK: Construction of a gravel access road using typical methods and
preparation work. PLACE 12" DRIVE PIPE, SET TO DRAIN NORTH TO
THE DITCH

DATE 2/9/22

See Memo recorded 3/17/2020

OWNER'S SIGNATURE _____

James Randall, Trustee

PROPERTY OWNER NAME (PRINT)

22291 CO RD M

ADDRESS

Fayette, OH 43521

ADDRESS

419/654-2329

PHONE

APPROVAL:

3/21/22
 DATE

[Signature]
[Signature]
Brian Tjorne
GORD 2022-003 Township Trustees

[Signature]
 Fulton County Engineer, Representing The
 Board of Fulton County Commissioners

7/19/22
DATE

WORK INSPECTED BY _____ DATE _____

COMMENTS _____

BL
 3/21/2022

DRIVEWAY AND LAWN PERMIT

CORD 2022-004

I hereby request permission to fill in the Township Road ditch for the purpose of:

✓ _____ Constructing a driveway
_____ Establishing a lawn area

I agree to construct this project to the requirements of the Township and County Engineer and to pay all installation costs, future maintenance costs and to pay for any and all damages to the Township and County Highways and the users thereof that might be caused by this installation or by future maintenance.

The Township must be notified at least 48 hours prior to construction so that grade stakes can be set.

This permit is not valid until the work proposed has been inspected and approved by the Township.

****Approval may take up to 3 weeks****

LOCATION OF PROPOSED WORK:

ROAD CO RD 22 _____ 4.9 _____ tenths mile N S E W of Road US 20 _____
(circle one)
on the N S E W side of road. House Number _____ DRIVE #60
(circle one)

DESCRIPTION OF PROPOSED WORK: Construction of a gravel access road using typical methods and
preparation work. PLACE 10" DRIVE PIPE, SET TO DRAIN SOUTH

DATE 2/16/22 _____

See Memo recorded 5/19/2020

OWNER'S SIGNATURE _____

Kunkle LLC
PROPERTY OWNER NAME (PRINT)
24430 CO RD T
ADDRESS
Fayette, OH 43521
ADDRESS
419/583-0058
PHONE

APPROVAL:

3/21/22
DATE

[Signature]
[Signature]
Ronan Town
GOCHAM Township Trustees

[Signature]
Fulton County Engineer, Representing The
Board of Fulton County Commissioners

7/15/22
DATE

WORK INSPECTED BY _____ DATE _____

COMMENTS _____

BL
3/21/22

DRIVEWAY AND LAWN PERMIT

GORD 2022-005

I hereby request permission to fill in the Township Road ditch for the purpose of:



Constructing a driveway

Establishing a lawn area

I agree to construct this project to the requirements of the Township and County Engineer and to pay all installation costs, future maintenance costs and to pay for any and all damages to the Township and County Highways and the users thereof that might be caused by this installation or by future maintenance.

The Township must be notified at least 48 hours prior to construction so that grade stakes can be set.

This permit is not valid until the work proposed has been inspected and approved by the Township.

****Approval may take up to 3 weeks****

LOCATION OF PROPOSED WORK:

ROAD CO RD 22 0.1 tenths mile N S E W of Road County Road R
(circle one)
on the N S E W side of road. House Number DRIVE #17
(circle one)

DESCRIPTION OF PROPOSED WORK: Construction of a gravel access road using typical methods and

preparation work. PLACE 12" DRIVE PIPE, SET TO DRAIN SOUTH TO DITCH

DATE 2/9/22

See Memo recorded 7/29/2019

OWNER'S SIGNATURE _____

Daren Meyers, Trustee

PROPERTY OWNER NAME (PRINT)

22047 CO RD M

ADDRESS

West Unity, OH 43570

ADDRESS

419/630-7549

PHONE

APPROVAL:

3/21/22
DATE

[Signature]
[Signature]
Bryan Towns
GORDHAM Township Trustees

[Signature]
Fulton County Engineer, Representing The
Board of Fulton County Commissioners

7/19/22
DATE

WORK INSPECTED BY _____ DATE _____

COMMENTS _____

BL
3/21/22

DRIVEWAY AND LAWN PERMIT

GORD 2022-006

I hereby request permission to fill in the Township Road ditch for the purpose of:

✓ _____ Constructing a driveway
_____ Establishing a lawn area

I agree to construct this project to the requirements of the Township and County Engineer and to pay all installation costs, future maintenance costs and to pay for any and all damages to the Township and County Highways and the users thereof that might be caused by this installation or by future maintenance.

The Township must be notified at least 48 hours prior to construction so that grade stakes can be set.

This permit is not valid until the work proposed has been inspected and approved by the Township.

****Approval may take up to 3 weeks****

LOCATION OF PROPOSED WORK:

ROAD CO RD 22 5.7 tenths mile (N) S E W of Road County Rd N
(circle one)
on the N S E (W) side of road. House Number DRIVE #8
(circle one)

DESCRIPTION OF PROPOSED WORK: Construction of a gravel access road using typical methods and

preparation work. PLACE 15" DRIVE PIPE, SET TO DRAIN SOUTH

DATE 2/9/22

See Memo recorded 5/19/2020

OWNER'S SIGNATURE _____

Kunkle LLC

PROPERTY OWNER NAME (PRINT)

24430 CO RD T

ADDRESS

Fayette, OH 43521

ADDRESS

419/583-0058

PHONE

APPROVAL:

DATE 3/21/22

[Signature]
[Signature]
Bryan Tawia
GORDHAM Township Trustees

[Signature]
Fulton County Engineer, Representing The
Board of Fulton County Commissioners

7/19/22
DATE

WORK INSPECTED BY _____ DATE _____

COMMENTS _____

BL
3/21/22

DRIVEWAY AND LAWN PERMIT

CORD 2022-007

I hereby request permission to fill in the Township Road ditch for the purpose of:

✓ _____ Constructing a driveway
_____ Establishing a lawn area

I agree to construct this project to the requirements of the Township and County Engineer and to pay all installation costs, future maintenance costs and to pay for any and all damages to the Township and County Highways and the users thereof that might be caused by this installation or by future maintenance.

The Township must be notified at least 48 hours prior to construction so that grade stakes can be set.

This permit is not valid until the work proposed has been inspected and approved by the Township.

****Approval may take up to 3 weeks****

LOCATION OF PROPOSED WORK:

ROAD CO RD 22 1.8 tenths mile N S E W of Road County Rd N
(circle one) DRIVE #9
on the N S E W side of road. House Number _____
(circle one)

DESCRIPTION OF PROPOSED WORK: Construction of a gravel access road using typical methods and

preparation work. PLACE 15" DRIVE PIPE, SET TO DRAIN SOUTH

DATE 2/22/22

See Memo recorded 5/19/2020

OWNER'S SIGNATURE _____

Kunkle LLC

PROPERTY OWNER NAME (PRINT)

24430 CO RD T

ADDRESS

Fayette, OH 43521

ADDRESS

419/583-0058

PHONE

APPROVAL:

3/21/22
DATE

[Signature]
Bryan Tower
Township Trustees

[Signature]
Fulton County Engineer, Representing The
Board of Fulton County Commissioners

7/10/22
DATE

WORK INSPECTED BY _____ DATE _____

COMMENTS _____

BL
3/21/2022

DRIVEWAY AND LAWN PERMIT

61RD2022-008

I hereby request permission to fill in the Township Road ditch for the purpose of:



Constructing a driveway

Establishing a lawn area

I agree to construct this project to the requirements of the Township and County Engineer and to pay all installation costs, future maintenance costs and to pay for any and all damages to the Township and County Highways and the users thereof that might be caused by this installation or by future maintenance.

The Township must be notified at least 48 hours prior to construction so that grade stakes can be set.

This permit is not valid until the work proposed has been inspected and approved by the Township.

****Approval may take up to 3 weeks****

LOCATION OF PROPOSED WORK:

ROAD CO RD 21-2 0.9 tenths mile N (S) E W of Road County Road R
(circle one)
on the N S (E) W side of road. House Number DRIVE #10
(circle one)

DESCRIPTION OF PROPOSED WORK: Construction of a gravel access road using typical methods and

preparation work. PLACE 12" DRIVE PIPE, SET TO DRAIN NORTH TO DITCH

DATE 2/9/22

See Memo recorded 7/29/2019

OWNER'S SIGNATURE _____

William G and Sandra J McKinney

PROPERTY OWNER NAME (PRINT)

13712 CR 21-2

ADDRESS

Fayette, OH 43521

ADDRESS

419/ 583-9655

PHONE

APPROVAL:

3/21/22
DATE

Brian Towers
BORTHAM Township Trustees

Frank Dellen
Fulton County Engineer, Representing The
Board of Fulton County Commissioners

7/19/22
DATE

WORK INSPECTED BY _____ DATE _____

COMMENTS _____

2022/12/13

DRIVEWAY AND LAWN PERMIT

GORD 2022 - 009

I hereby request permission to fill in the Township Road ditch for the purpose of:

✓ _____ Constructing a driveway
_____ Establishing a lawn area

I agree to construct this project to the requirements of the Township and County Engineer and to pay all installation costs, future maintenance costs and to pay for any and all damages to the Township and County Highways and the users thereof that might be caused by this installation or by future maintenance.

The Township must be notified at least 48 hours prior to construction so that grade stakes can be set.

This permit is not valid until the work proposed has been inspected and approved by the Township.

****Approval may take up to 3 weeks****

LOCATION OF PROPOSED WORK:

ROAD CO RD 22 2.1 tenths mile N (S) E W of Road County Road R
(circle one) DRIVE #11
on the N S (E) W side of road. House Number _____
(circle one)

DESCRIPTION OF PROPOSED WORK: Construction of a gravel access road using typical methods and
preparation work. PLACE 15" DRIVE PIPE, SET TO DRAIN NORTH
TO DITCH

DATE 2/22/22

See Memo recorded 7/29/2019

OWNER'S SIGNATURE _____

Daren Meyers, Trustee

PROPERTY OWNER NAME (PRINT)

22047 CO RD M

ADDRESS

West Unity, OH 43570

ADDRESS

419/630-7549

PHONE

APPROVAL:

3/21/22
DATE

[Signature]
[Signature]
Brian Tawer
GORHAM Township Trustees

[Signature]
Fulton County Engineer, Representing The
Board of Fulton County Commissioners

7/19/22
DATE

WORK INSPECTED BY _____ DATE _____

COMMENTS _____

BL
3/21/2022

DRIVEWAY AND LAWN PERMIT

GORD2022-016

I hereby request permission to fill in the Township Road ditch for the purpose of:

✓ _____ Constructing a driveway

_____ Establishing a lawn area

I agree to construct this project to the requirements of the Township and County Engineer and to pay all installation costs, future maintenance costs and to pay for any and all damages to the Township and County Highways and the users thereof that might be caused by this installation or by future maintenance.

The Township must be notified at least 48 hours prior to construction so that grade stakes can be set.

This permit is not valid until the work proposed has been inspected and approved by the Township.

****Approval may take up to 3 weeks****

LOCATION OF PROPOSED WORK:

ROAD CO RD 21-2 4.4 tenths mile (N) S E W of Road County Road N
(circle one) DRIVE #12
on the N S (E) W side of road. House Number _____
(circle one)

DESCRIPTION OF PROPOSED WORK: Construction of a gravel access road using typical methods and

preparation work. PLACE 8" DRIVE PIPE, SET TO DRAIN SOUTH

DATE 2/22/22

See Memo recorded 7/29/2019

OWNER'S SIGNATURE _____

William G and Sandra J McKinney

PROPERTY OWNER NAME (PRINT)

13712 CR 21-2

ADDRESS

Fayette, OH 43521

ADDRESS

419/ 583-9655

PHONE

APPROVAL:

3/21/22
DATE

[Signature]
[Signature]
Brian Tower
GORDHAM Township Trustees

[Signature]
Fulton County Engineer, Representing The
Board of Fulton County Commissioners

7/19/22
DATE

WORK INSPECTED BY _____ DATE _____

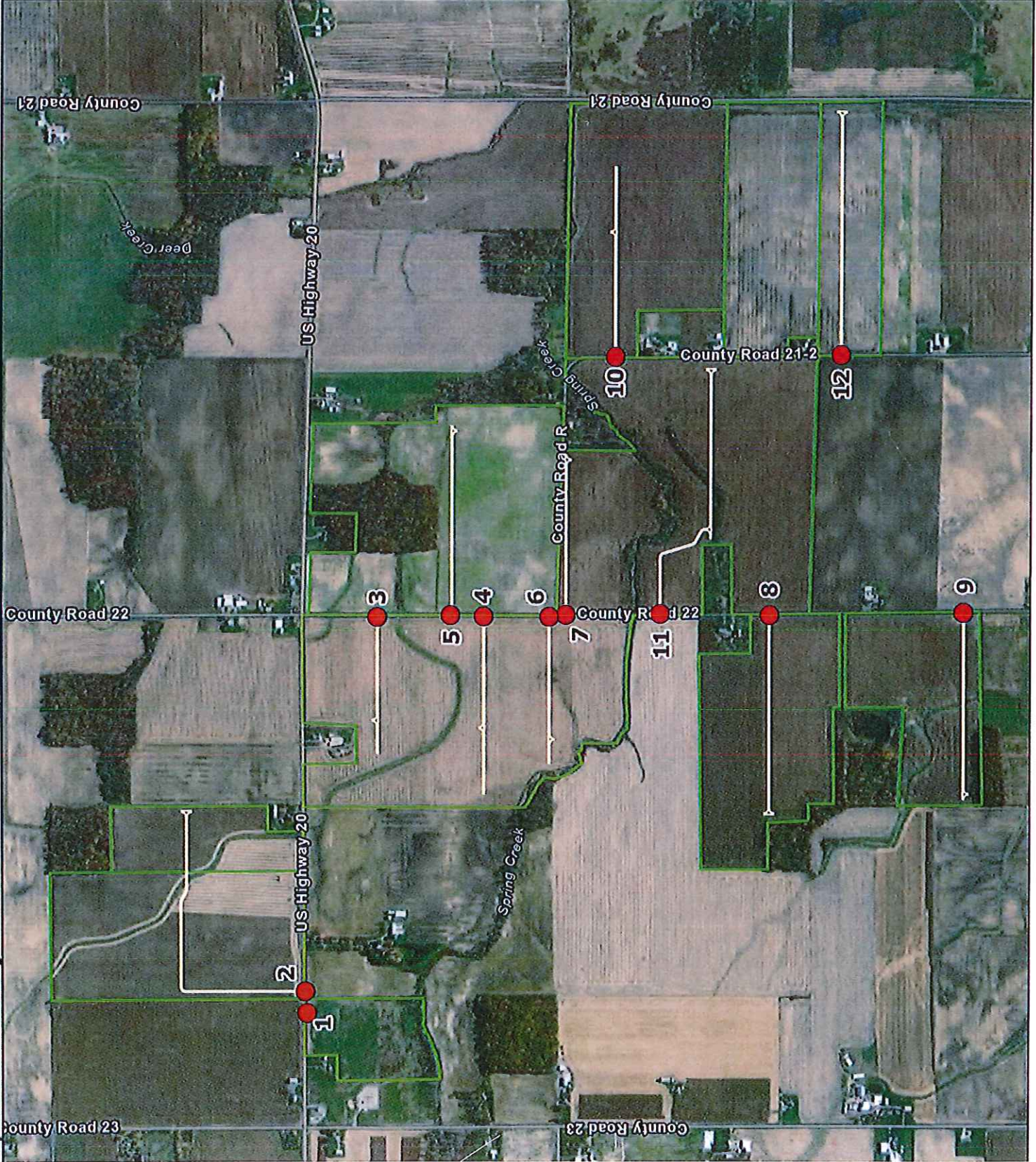
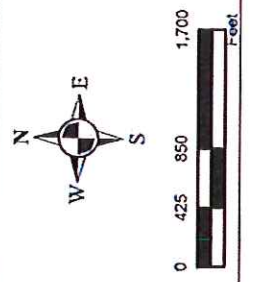
COMMENTS _____

BL 3/21/2022

Proposed Driveway Location

Arche Solar
Fulton County, OH
Date: March 3, 2022

- Arche Solar - Parcel Lines
- Project_Roads
- Proposed Driveway Locations



COMMERCIAL DRIVES

Commercial drive approaches must be paved from the edge of the existing pavement to the right-of-way line using one of the following ODOT pavement thickness designs for commercial drives:

- | | | | |
|----|-------------|-----|---|
| 1. | 8 inches | 452 | Non-Reinforced Concrete Pavement* |
| 2. | 1.25 inches | 448 | AC Surface Course, Type 1 PG64-22 |
| | | 407 | Tack Coat for Intermediate Course |
| | 1.75 inches | 448 | AC Intermediate Course, Type 2, PG64-22 |
| | | 408 | Prime Coat |
| | 8 inches | 304 | Aggregate Base |
| 3. | 1.25 inches | 448 | AC Surface Course, Type 1, PG64-22 |
| | | 407 | Tack Coat |
| | 5 inches | 301 | Asphalt Concrete Base, PG64-22 |

* Keep the concrete pavement back a foot from the edge of the existing pavement and fill between the concrete approach and the existing pavement with 8 inches of AC Surface Course, Type 1, PG64-22.

Drive profiles should slope away from the existing pavement at a slope of 1"/ft.

Attachment 4

Right of Way Permits



OHIO DEPARTMENT OF TRANSPORTATION
Mike DeWine, Governor
Jack Marchbanks, Ph.D., Director

District 2
317 East Poe Rd., Bowling Green, OH 43402-1330
419-353-8131
transportation.ohio.gov

Dear Permittee,

Attached is your permit to work within the State's Right of Way. The provisions contained in the permit should be reviewed carefully and must be followed. On the face copy of your permit is your ODOT contact person. Who must be contacted at least 24 hours in advance of starting any work.

All maintenance of traffic control will need to meet or exceed those listed in the Temporary Traffic Control Manual. The latest edition. If you're planning to have a contractor perform this work, they must always have a copy of this permit on site while work is being performed and fully understand the provisions that apply.

Should any unforeseen circumstances delay you from completing your work, you can file for a time extension. This request needs to be in writing and submitted in advance of your permit's expiration date. In addition, the following information needs to be included, permit number, County, Route and Section and when your work will be completed.

Please submit permit extensions to the Office of Permits, 317 East Poe Road, Bowling Green, Ohio 43402 prior to the expiration date.

Please feel free to contact the Permit Office @ (419) 373-4301 or by e-mail @ Michele.pennell@dot.ohio.gov

If you have any questions concerning your permit or its provisions.

Sincerely,

Michele A Pennell

Michele A Pennell
Permit Tech D02
Office of Planning and Engineering

MR-509
Rev. 5-82

Permit Number: 0200832022
Work Order:

County: FULTON
Route 20 Section: 4.4
PID:

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION
PERMIT
District 2

Subject to all terms, conditions, and restrictions printed, written below and on the reverse side hereof,
permission is hereby granted to:

Construction Contact:

Javier Fuentes
Arche Energy Project, LLC
201 Helios Way, 3rd Floor
Houston, TX 77079

TO:

Directional bore under US 20. Cutting of the pavement shall not be permitted. Excavation in ODOT right of way, is not permitted. Bore pits will be on private property. All installations shall be a minimum depth of 48" below the existing ground level or 48" below the bottom of the ditch whichever is greater. All work shall be performed per the attached approved plans. Failure on the part of the permittee or their contractor to comply with the regulations contained in this permit will be cause for immediate suspension of this permit. Any terrain that has been disturbed do to this work shall be restored to the original condition. See attachments for additional requirements. Nothing in this permit waives any local, state or federal regulations or requirements that would mandate the permittee either comply with said laws and regulations or to seek a separate permit under those laws and regulations in the prosecution of the work permitted herein.

LOCATION In FULTON_X_ across/ ___ along 20, miles or 1420 EAST of County Road 23 on the N&S side of the road.

NOTES: The following notes apply: [01], [02], [03], [04], [05], [06], [07], [08], [09], [10], [11], [12], [13], [14], U-01, U-02, U-03, U-04, U-05, U-06, U-07, U-08, U-09, U-10, U-11, U-12, U-13, U-14, U-15, U-16, U-17, U-18, U-19, U-20, U-21, U-22, U-23, U-24, U-25, U-26, U-27, U-28, U-29, U-30, U-31, U-32

This permit or a copy is to be on site at all times while work is being performed in ODOT's right of way. And is to be shown with all attachments upon request to any Law Enforcement Personnel or Employees of the Department of Transportation.

This permit is not a substitute for satisfying the rights of any other party that may have interest in the underlying fee.

Prior to any excavation in the highway right-of-way, the Ohio Utilities Protection Service (OUPS) must be contacted in accordance with ORC Section 3781.25 to 3781.32. OUPS/811 can be reached at 1-800-362-2764 or by dialing 811.

No work shall be done under this permit until the party or parties to whom it is granted shall have communicated with and received instructions from: **DREW KRONBERG, 419-409-0002**


You are also required to contact the above person upon completion of work.

This permit shall be void unless the work here in contemplated shall have been completed before: 1/24/2023

Dated Thursday, July 28, 2022

c: File
Kronberg

Attachments: Cover Letter
General provision sheet
Note sheet U
MOT - 1,3,10
Application
Plan


Director of Transportation
Jack Marchbanks, Ph.D.

General Provisions Applicable to All Permits

(Sections 5515.01 and 5515.02 of O.R.C.)

- [01] This permit is not a substitute for satisfying the rights of any other party who may have an interest in the underlying fee.
- [02] The granting of this permit does not convey to the permittee or to the property served any rights, title, or interest in state highway rights-of-way or in the design or operation of the state highway; or in any way abridge the right of the Director of Transportation in his jurisdiction over state highways. If, in the process, of any future work or for the benefit of the traveling public, it becomes necessary, in the opinion of the Director of Transportation to order the removal, reconstruction, relocation, or repair of any fixtures, or work performed under this permit, said removal, reconstruction, relocation, or repair shall be wholly at the expense of the owners thereof and be made as directed by the Director of Transportation.
- [03] The District Deputy Director acts for and on behalf of the Director in issuing and carrying out the provisions of all permits. The District Deputy Director has full authority to ensure that all provisions of the permit are met and to reject any materials, design, and workmanship that do not meet applicable Department standards. The District Deputy Director, at his/her discretion, may require a performance bond or certified check as a prerequisite to the issuance of a permit.
- [04] Failure on the part of the permittee to comply fully with the provisions and conditions of the permit will be cause for suspension, revocation, or annulment of the permit thereby rendering the permit illegal and subject to appropriate Departmental action. By accepting the permit, the permittee agrees to comply with all conditions, terms, and restrictions printed or written on or attached to the permit. If the permittee performs any work contrary to the conditions of the permit or to the instructions of the District Deputy Director and, after due notice, fails to correct the problem, the Department of Transportation may, with or without notice, correct such work and the permittee shall reimburse the Department for the costs.
- [05] The permittee shall hold harmless the Department of Transportation, the State of Ohio, and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damages sustained by any person or property in consequences of any neglect or on account of any act or omission as a result of the issuance of the permit.
- [06] All work authorized under the permit shall be performed to the Department's satisfaction, and the entire expense shall be borne by the permittee. No work shall be performed until the permittee has contacted the Department's appointed representative named on the permit and received instructions. The Department's representative may inspect all work covered by the permit, or the Department reserves the right, during the time any or all of the work is being performed, to appoint an inspector over the work who shall represent the interest of the State on the work and any compensation arranged for shall be paid wholly by the permit holder. Work not in compliance shall be halted and the District Deputy Director shall be notified of the cause. The permittee shall be notified of the Department's action and its causes, and given an opportunity to correct the problem.
- [07] Failure to complete all work within the time specified on the permit shall void the permit, thereby making the permit illegal and subject to appropriate Departmental action. The permittee may request an extension in writing from the District Office, explaining why the extension is necessary and when the work is expected to be completed.
- [08] All work infringing on the pavement or shoulders shall comply with applicable standards and requirements regarding traffic control devices. Failure to comply will be cause for revocation or suspension of the permit. Any closure of lanes or shoulders shall be described in terms of location, duration, time of day, etc. Such work shall not begin until all traffic control devices are in place.
- [09] If any grading, sidewalk, or other work allowed by a permit interferes with the drainage of the highway in any way, such catch basins and outlets as necessary shall be constructed to take proper care of said drainage.
- [10] Upon completion of the work, the permittee shall leave the highway clean of all rubbish, excess materials, temporary structures and equipment, and all parts of the highway shall be left in a condition acceptable to the Department. Upon satisfactory completion of the work authorized by the permit, the Department's appointed representative shall complete the Permit Inspection Certificate, Form No. MR 678 certifying that the permittee has complied with the terms of the permit.
- [11] Except as herein authorized, no excavation shall be made or obstacle placed within the limits of the highway so as to interfere with the travel over the road.
- [12] All pole lines are to be built in accordance with Rule 4901:3-1-08 of Ohio Administrative Code promulgated and enforced by the Public Utilities Commission of Ohio.
- [13] The permittee shall comply with the Air Pollution requirements of Rule 3745-17-08 of the Ohio Administrative Code promulgated and enforced by the Ohio Environmental Protection Agency.
- [14] The permittee certifies that he or she is fully authorized to sign this permit. This permit shall apply to and be binding upon the permittee and his/her successors in interest. No change in ownership of the underlying property or of the facility owned by permittee shall in any way alter the permittee's obligations under this permit.

Utility Permits

This permit is valid only within the limits of Right of Way of this State Route. Permits for that portion of your facilities located along county or Township Right of Way must be obtained from the appropriate authorities.

A copy of your permit is to be on site at all times while working.

- U-01 To assure the proper installation, the Ohio Department of Transportation Office of Permits must be notified at (419) 373-4301, a minimum of 24 hours prior to any work being started. The proposed work will be performed at no cost to the State of Ohio or Federal Highway Administration. A copy of this permit is to be on site at all times while working. Deviations from the approved plans requires advance written notice prior to making said deviation.
- U-02 There is to be NO parking of equipment, service vehicles, erecting of lights, or placing of advertising devices within the State Highway Right of Way. Similarly no equipment, service vehicles, device or structures are permitted to overhang the State Highway.
- U-03 Written permission must be granted by ODOT in advance of any road closure and/or lane closures using jersey barriers or other traffic control devices. All closures must be open between December 1st and March 31st. Any approved closure will require a 15 day notice to the permit office.
- U-04 All work requiring men or vehicles to occupy traveled lanes, paved and/ or unpaved shoulders and areas beyond the pavement limits, shall fully comply with the Temporary Traffic Control Manual, edition 2012 and item 614 (Maintaining Traffic) in the Department of Transportation Construction and Material Specifications.
- U-05 If traffic should need to be stopped the Ohio State Highway Patrol or Local Law Enforcement personnel should be present.
- U-06 All work will be restricted to off-peak traffic hours. Rolling road blocks and lane closures are allowed between 12 midnight and 12 noon on Saturday & Sunday only.
- U-07 The contractor shall notify the Ohio Department of Transportation no less than two weeks prior to starting any work, allowing an ample amount of time for ODOT to obtain site elevations at the proposed location.
- U-08 The ODOT Intelligent Transportation System (ITS) Infrastructure and device are not currently listed in the OHio Utility Protection Services (OUPS) program. Please send a copy of the OUPS ticket or locate request to the ODOT ITS Section via email to CEN.ITS.LAB@dot.ohio.gov, in order to get the ITS utility infrastructure marked.
- U-09 The contractor must give property owners a minimum of 24 hours notice before cutting any driveways. Also, the permit holder shall give ample notice to all property owners before trenching or cable plowing operations begin.
- U-10 The minimum depth for any installation under a highway or flow line of a ditch will be 48" inches and 60" under all major water ways, drainage structures and footers. All trenches and or bore pits are to be closed or protected while work is not being
- U-11 All underground facilities shall be as close to edge of the Right of Way line as possible.
- U-12 In Accepting this permit, the permittee assures that warning monuments will be placed and maintained on each side of the State Highway. And said monuments shall state that there is an underground utility at the location. Also, it must state the name and telephone number of the utility company.
- U-13 Tracer tape shall be installed and placed 1 foot above the proposed conduit and shall extend the full length.
- U-14 The cutting of the pavement will not be permitted
- U-15 The use of the highway clear zone, traveled lanes, stabilized or un-stabilized berm's for the storage of construction materials or depositing of excavated material is NOT Permitted.
- U-16 Bore pits shall maintain a minimum distance of 10' to the edge of pavement, and casing pipe shall extend the same.
- U-17 When the bore opening under the pavement exceeds by 2" inches the outside diameter of the pipe installed, the opening around the pipe shall be filled with grout in a manner suitable to the Ohio Department of Transportation. All sanitary force main and water mains crossing the highway shall be encased.
- U-18 All water services 2" inches or less shall consist of polyethylene, and be of a length to extend under the pavement without a joint to a minimum distance of 3' feet beyond each pavement edge. Such service pipe shall have a minimum coverage of 3 # feet and the diameter of the opening provided for the installation shall be not more than 1 # times the outside diameter of the tubing to be installed.
- U-19 Casing is required for non-plastic lines less than 16 inches in diameter crossing the highway and carrying liquid petroleum or under gas pressure if the pipe carries an internal pressure in excess of 30 percent (30%) SMYS of the pipe. Pipe lines 16 inches and over must comply with 49 CFR 192.
- U-20 Casing is required for plastic pipe crossing the highway and carrying liquid petroleum or gas if the internal pressure exceeds 100 psig. The following information shall be provided by a Utility Company when using plastic pipe on a State Highway Right of Way 1) Manufactures name; 2) The brand name of the pipe; 3) The pipe material designation; 4) The pipe size and wall thickness; 5) The working pressure.
- U-21 It shall be the responsibility of the permittee to insure the construction or placement of any poles will not obstruct the site distance of any intersection.

- U-22 All aerial facilities shall be as close to the edge of the Right of Way line as possible.
- U-23 All roadway crossings will have a minimum vertical clearance which is equal to or greater than that required by the National Electric Safety Code.
- U-24 Upon substantial completion of this project, all areas where vegetation has been disturbed and/ or destroyed will be fertilized, seeded, and mulched, in accordance with CMS item 659.
- U-25 All drainage tiles and/ or outlets, including field tile outlets, disturbed by this operation shall be restored to working order to the satisfaction of the owner.
- U-26 The permittee shall take any and all appropriate measures to limit soil erosion during and after construction authorized herein. As such, he shall be fully accountable to the Ohio EPA, the Soil Conservation Service, and other appropriate agencies for any violation or disregard of the applicable governing standards and regulations related to the protection and conservation of soils that are affected by this permitted work. Ref-SS877
- U-27 All public and private property including highway fence that is disturbed by the contractor will be repaired to a condition equal to or better than the original condition, including sidewalks and driveways.
- U-28 The permittee, site inspectors or project supervisor shall not allow the removal, damage or re-erection of any ODOT signs along the proposed project route. Should any signs obstruct the proposed installation, the permittee or contractor shall notify ODOT no less than 72 hrs in advance allowing time to schedule the relocation of said obstruction. Contact is to be made at the following number, (419) 373-4414 or (419) 373-4483. The permittee shall further be responsible for any and all cost associated with the replacing, relocating of said signs.
- U-29 All trenches and/ or bore pits are to be closed during non-working hours, or protected by steel plating and illuminated by reflective barrels with amber lights.
- U-30 Underground facilities shall not be installed between the shoulder area and the outer extremities where mailboxes and/ or highway signs are typically installed.
- U-31 Failure to comply with the provisions stimulated in this permit will be just cause for immediate suspension of this permit.
- U-32 If your utility is above ground in any way, you must mark your utility with a fluorescent colored marker that corresponds with the universal OUPS color code. The marker must be no shorter than six feet in height and you must maintain the marker. Guide wires must be marked a fluorescent yellow. Failure to do so will result in no reimbursement for damage to your property.

Table 6H-2. Meaning of Symbols on Typical Application Diagrams


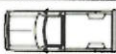





















	Arrow board		Shadow vehicle
	Arrow board support or trailer (shown facing down)		Sign (shown facing left)
	Changeable message sign or trailer		Surveyor
	Channelizing device		Temporary barrier
	Crash cushion		Temporary barrier with warning light
	Direction of temporary traffic detour		Traffic or pedestrian signal
	Direction of traffic		Truck-mounted attenuator
	Flagger		Type 3 barricade
	High-level warning device (Flag tree)		Warning light
	Longitudinal channelizing device		Work space
	Luminaire		Work Vehicle
	Pavement markings that should be removed for a long-term project		

Table 6H-3. Meaning of Letter Codes on Typical Application Diagrams

Road Type	Distance Between Signs (Feet) **		
	A	B	C
Urban (low speed) *	100	100	100
Urban (high speed) *	350	350	350
Rural	500	500	500
Expressway / Freeway	1,000	1,500	2,640

* Speed category to be determined by highway agency.

** The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)

Table 6H-4. Formulas for Determining Taper Lengths

Speed (S)	Taper Length (L) in Feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$

Where: L = taper length in feet
W = width of offset in feet
S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

Notes for Figure 6H-1—Typical Application 1
Work Beyond the Shoulder

Guidance:

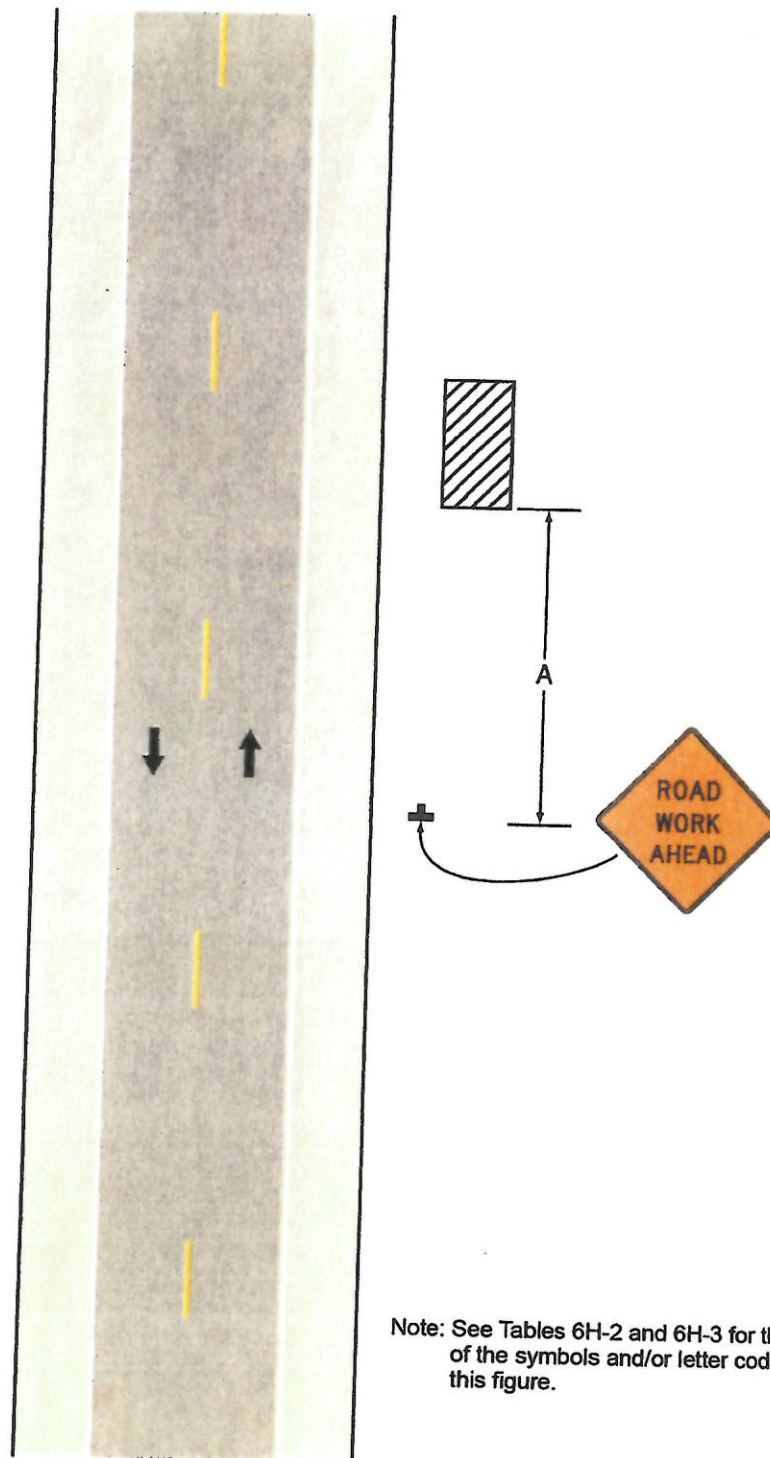
1. *If the work space is in the median of a divided highway, an advance warning sign should also be placed on the left side of the directional roadway.*

Option:

2. The ROAD WORK AHEAD sign may be replaced with other appropriate signs such as the SHOULDER WORK sign. The SHOULDER WORK sign may be used for work adjacent to the shoulder.
3. The ROAD WORK AHEAD sign may be omitted where the work space is behind a barrier, more than 24 inches behind the curb, or 15 feet or more from the edge of any roadway.
4. For short-term, short-duration or mobile operation, all signs and channelizing devices may be eliminated if a vehicle with activated high-intensity rotating, flashing, oscillating, or strobe lights is used.
5. Vehicle hazard warning signals may be used to supplement high-intensity rotating, flashing, oscillating, or strobe lights.

Standard:

6. **Vehicle hazard warning signals shall not be used instead of the vehicle's high-intensity rotating, flashing, oscillating, or strobe lights.**

Figure 6H-1. Work Beyond the Shoulder (TA-1)

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

Typical Application 1

Notes for Figure 6H-3—Typical Application 3
Work on the Shoulders

Guidance:

1. *A SHOULDER WORK sign should be placed on the left side of the roadway for a divided or one-way street only if the left shoulder is affected.*

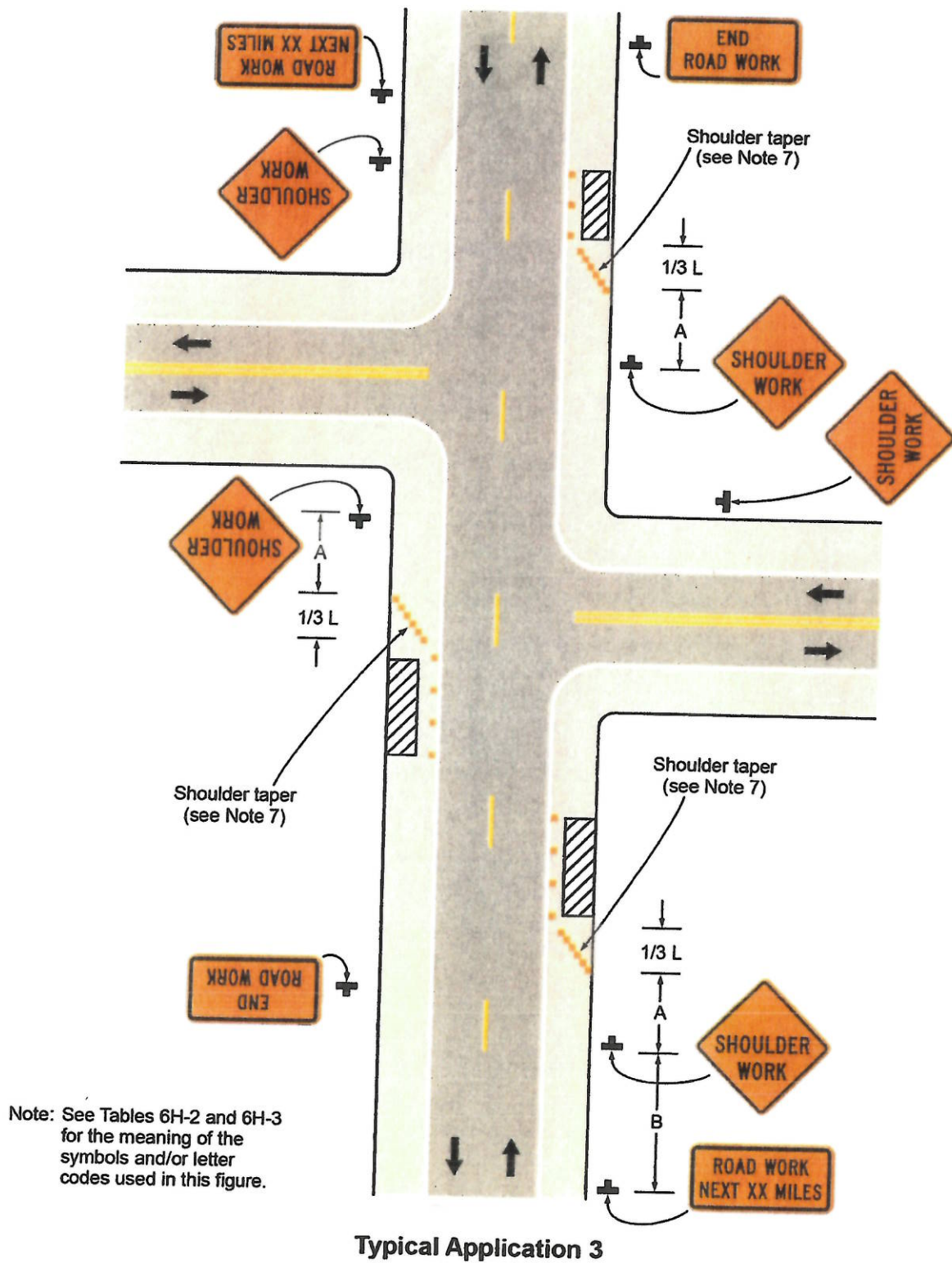
Option:

2. The Workers symbol signs may be used instead of SHOULDER WORK signs.
3. The SHOULDER WORK AHEAD sign on an intersecting roadway may be omitted where drivers emerging from that roadway will encounter another advance warning sign prior to this activity area.
4. For short-duration operations of 60 minutes or less, all signs and channelizing devices may be eliminated if a vehicle with activated high-intensity rotating, flashing, oscillating, or strobe lights is used.
5. Vehicle hazard warning signals may be used to supplement high-intensity rotating, flashing, oscillating, or strobe lights.

Standard:

6. Vehicle hazard warning signals shall not be used instead of the vehicle's high-intensity rotating, flashing, oscillating, or strobe lights.
7. When paved shoulders having a width of 8 feet or more are closed, at least one advance warning sign shall be used. In addition, channelizing devices shall be used to close the shoulder in advance to delineate the beginning of the work space and direct vehicular traffic to remain within the traveled way.

Figure 6H-3. Work on the Shoulders (TA-3)



Notes for Figure 6H-10—Typical Application 10
Lane Closure on a Two-Lane Road Using Flaggers

Option:

1. For low-volume situations with short work zones on straight roadways where the flagger is visible to road users approaching from both directions, a single flagger, positioned to be visible to road users approaching from both directions, may be used (see Chapter 6E).
2. The ROAD WORK AHEAD and the END ROAD WORK signs may be omitted for short-duration operations.
3. Flashing warning lights and/or flags may be used to call attention to the advance warning signs. A BE PREPARED TO STOP sign may be added to the sign series.

Guidance:

4. *The buffer space should be extended so that the two-way traffic taper is placed before a horizontal (or crest vertical) curve to provide adequate sight distance for the flagger and a queue of stopped vehicles.*

Standard:

5. **At night, flagger stations shall be illuminated, except in emergencies.**

Guidance:

6. *When used, the BE PREPARED TO STOP sign should be located between the Flagger sign and the ONE LANE ROAD sign.*
7. *When a grade crossing exists within or upstream of the transition area and it is anticipated that queues resulting from the lane closure might extend through the grade crossing, the TTC zone should be extended so that the transition area precedes the grade crossing.*
8. *When a grade crossing equipped with active warning devices exists within the activity area, provisions should be made for keeping flaggers informed as to the activation status of these warning devices.*
9. *When a grade crossing exists within the activity area, drivers operating on the left-hand side of the normal center line should be provided with comparable warning devices as for drivers operating on the right-hand side of the normal center line.*
10. *Early coordination with the railroad company or light rail transit agency should occur before work starts.*

Option:

11. A flagger or a uniformed law enforcement officer may be used at the grade crossing to minimize the probability that vehicles are stopped within 15 feet of the grade crossing, measured from both sides of the outside rails.

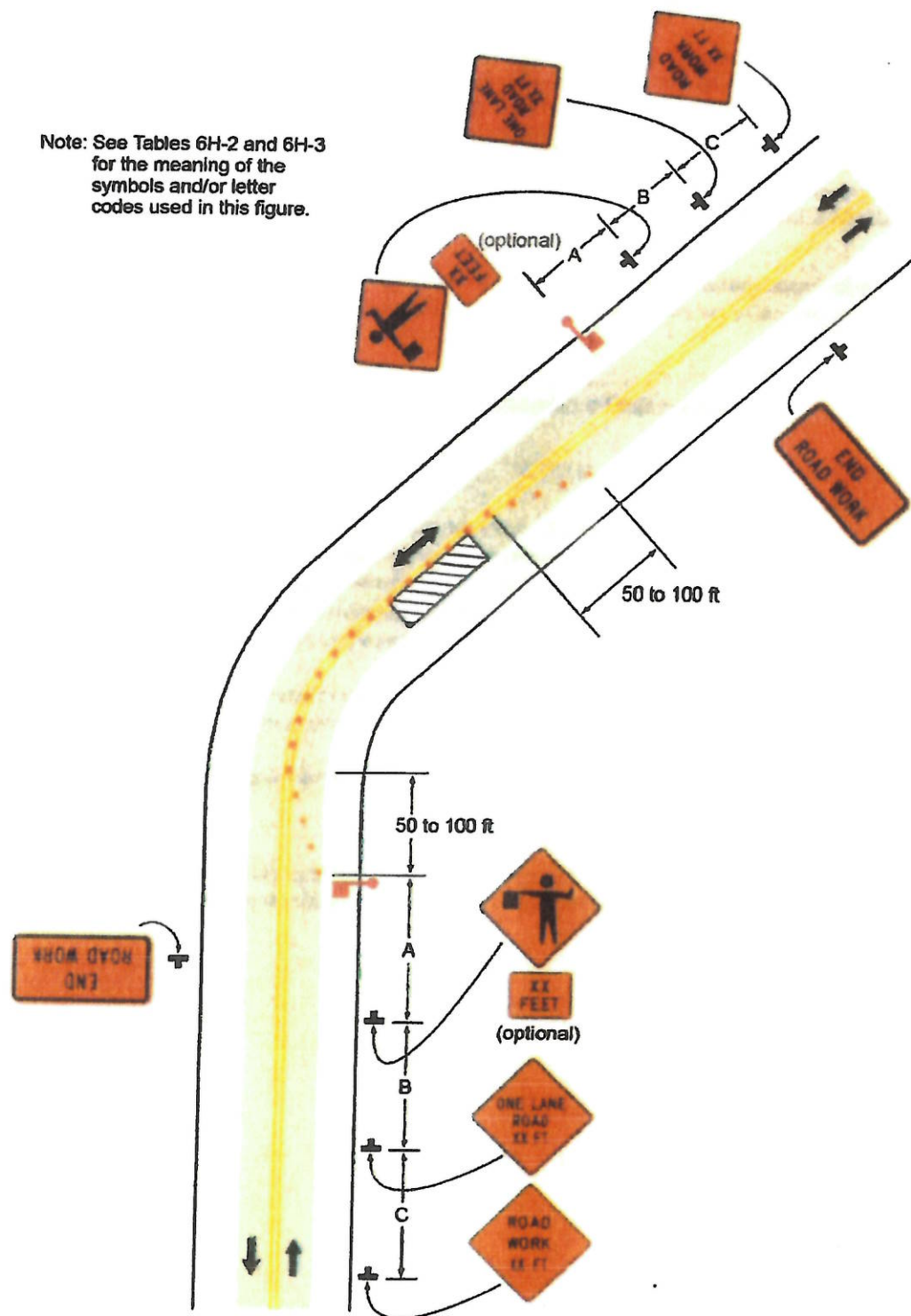
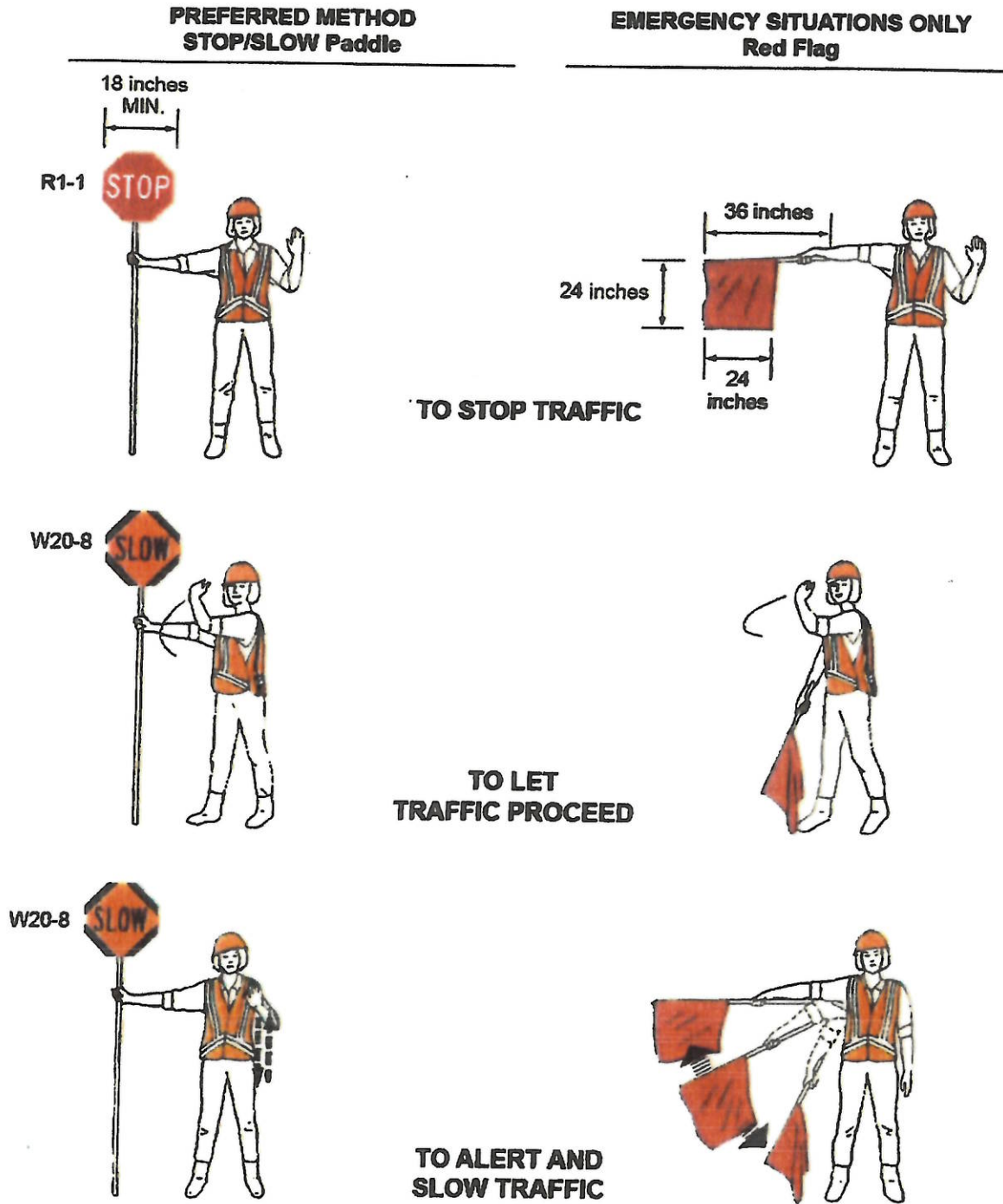
Figure 6H-10. Lane Closure on a Two-Lane Road Using Flaggers (TA-10)**Typical Application 10**

Figure 6E-3. Use of Hand-Signaling Devices by Flaggers



1. MR 505
App No 8568

State of Ohio
Department of Transportation
Permit Application
See Reverse side for additional requirements

Office Use Only	
County/	<u>Ful</u>
Jurisdiction	<u>Ful</u>
Rte <u>20</u>	LogPt <u>4.4</u>
AccCat	

[1] This form must be completed by the property owner or agents working for a utility company (if applicable). Application by contractor is unacceptable.

Name Arche Energy Project, LLC

Address c/o BP Alternative Energy North America, Inc 201 Helios Way, 3rd Fl City Houston State TX
Zip 77079 Phone ((917)) 921-4473 Other (Fax, E-mail) cliff.scher@lightsourcebp.com

[2] Type of Permit requested: ☐ Commercial (See other side) ☐ Residential ☐ Field ☒ Utility ☐ Drainage
☐ Beautification (See other side) ☐ Spraying, trimming, tree removal ☐ Other

[3] Briefly describe work to be performed. (Attach plans and see Instructions.)

Installation of a below ground mid-voltage cable (34.5kV) crossing public ROW of US 20. Typical methods and preparation to be utilized including directional boring.

Traffic Plan

[4] Location where work is to be performed. Give sufficient detail to locate the site accurately, such as the distance in miles or feet from a mile post or from some geographical feature such as an intersecting highway.

In Fulton County (along, across) State Route US 20, 1,420 miles or 1,420 feet
North East ☒ West South of CR 23 on the North East West South side of the road.
Work to commence on 10/5/2022 and will require 90 days to complete

[5] Does the property owner own or have any interests in any adjacent property? ☒ Yes ☐ No
If yes, please describe. Arche Energy Project will own the property to the North and has an easement on the property to the South.

[6] Prior to any excavation in the highway right-of-way, the Ohio Utilities Protection Service (OUPS) must be contacted in accordance with ORC Section 3781.25 to 3781.32. OUPS can be reached at 1-800-362-2764. A call must be made to OGPUPS at 1-800-925-0988.

[7] Open cutting of pavement shall not be permitted unless no reasonable alternate method is available. Written approval of the Ohio Department of Transportation District Office must be obtained.

[8] All work requiring men or vehicles within ODOT right of way shall comply with all applicable requirements of the Ohio Manual of Traffic Control Devices and Item 614 (Maintaining Traffic) of the Construction and Material Specifications, latest editions. Failure to comply with these requirements will be cause for immediate revocation or suspension of the permit until the proper traffic control devices have been provided.

[9] I have received a copy of the policies and regulations pertaining to the permit for which I have applied. If a permit is subsequently issued to me by the Ohio Department of Transportation, I understand that the permit will state the terms and conditions for its use, and I agree to comply with all conditions and regulations stipulated on or attached to the permit. I also understand and agree that failure to comply fully with all conditions and regulations of the permit or any change in the use of the permit inconsistent with its terms and conditions will be considered a violation and cause for suspension, revocation, or annulment of the permit thereby rendering the permit illegal and subject to appropriate Department action, up to an including removal of the installation at the permittee's expense.

SIGN and
PRINT here

→ J-F JAVIER FUENTES
Signature of Property Owner or Agent for Owner

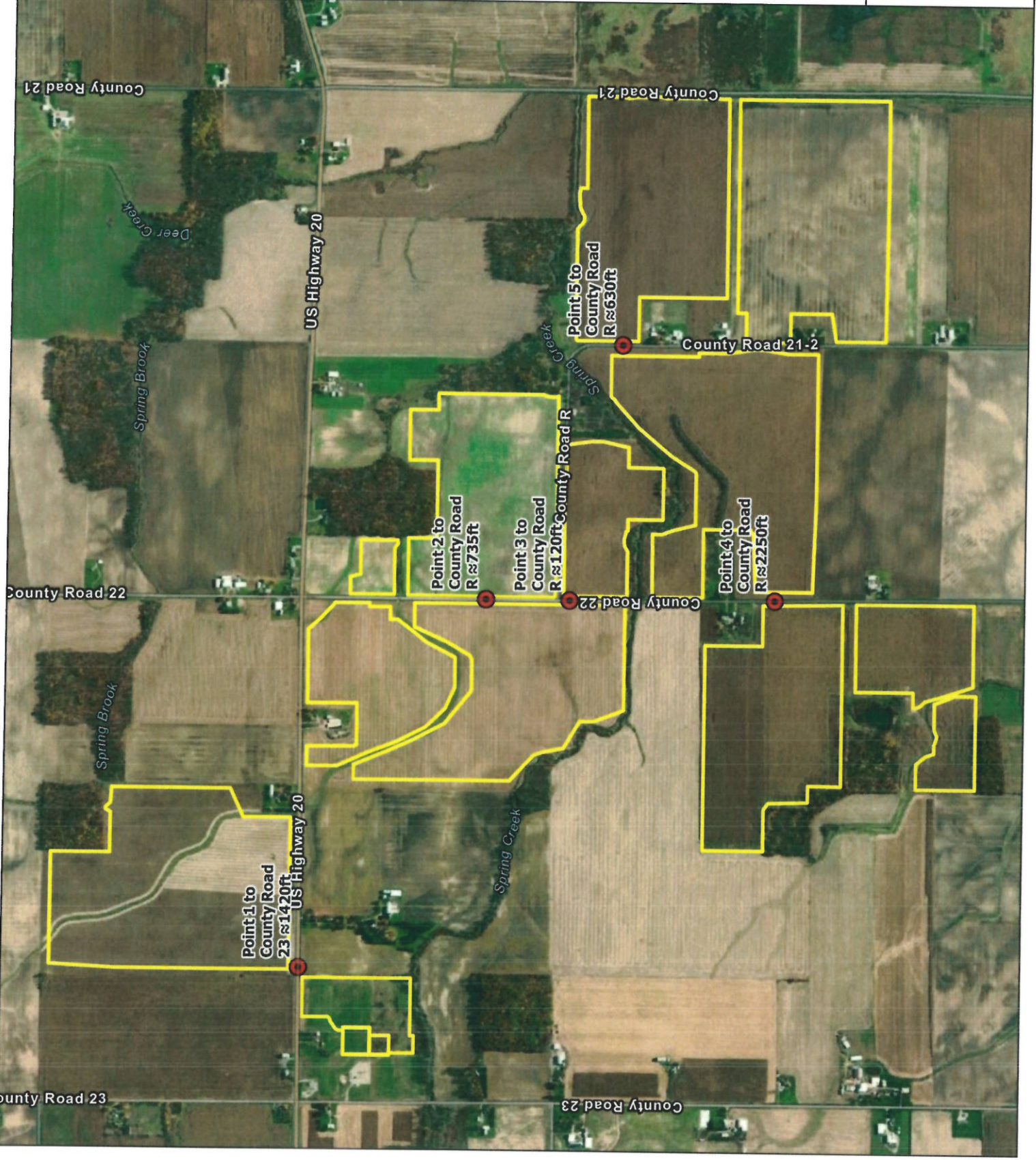
Date 07/14/2022
Day time Phone 832-541-0565

Office use only	
Date Received	
By	
Date Accepted	
By	

Arche Solar - MV Cables in Public ROW

Arche Solar
Fulton County, OH
Date: May 5, 2022

- Legend**
- MV Cables intersecting in Public ROWs according to McCarthy 60% Design
 - OPSB Permit Boundary



TRANSMISSION RIGHT-OF-WAY EASEMENT AGREEMENT

This TRANSMISSION RIGHT-OF-WAY EASEMENT AGREEMENT (the "Agreement") is executed to be effective as of June 22, 2020 (the "Effective Date"), by and between Robin Brinegar, Trustee, whose address is, 22643 US 20, Fayette, OH 43521 (hereinafter "Grantor"), in favor of Arche Energy Project, LLC, a Texas limited liability company (hereinafter "Grantee", which by definition includes its affiliates and assigns), with an address at 3809 Juniper Trace, #100, Austin, TX 78738.

RECITALS

A. Grantor is fee title owner of certain real property located in Fulton County, State of Ohio, as more particularly described on Exhibit 'A' attached hereto and incorporated herein (the "Property").

B. Grantee desires, and Grantor has agreed to grant to Grantee, a Transmission Right-of-Way Easement for the transmission of electric power and the right to erect and/or install such facilities on the Property upon the terms and conditions described in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and received, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, its licensees, agents, invitees, successors and assigns an irrevocable, non-exclusive easement (the "Easement") for the purposes set forth in this Agreement on, over, under and across the Property (the "Easement Area," as may be amended as provided herein). Grantor and Grantee shall execute and record an Memorandum of Easement, the form of which is attached as Exhibit B.

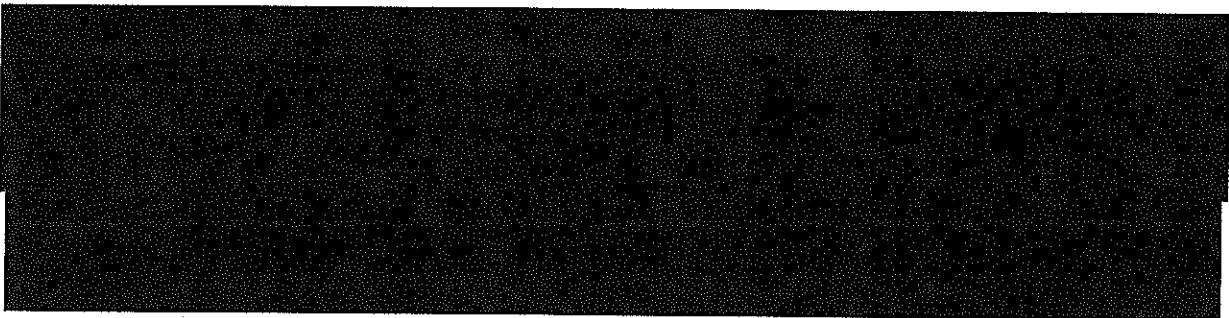
2. **Development Period Due Diligence.** During the Development Period, as defined in Section 3, Grantor grants Grantee and its permitted designees, access onto the Property, and Grantee shall be permitted to conduct complete and thorough due diligence activities. Grantee and its representatives shall be permitted to visit the Property site on any number of occasions during the Development Period and to conduct any reasonable studies, including geotechnical investigations, that Grantee determines are necessary for the evaluation of the Property upon reasonable advance notice to Grantor. All information, studies, reports and business documents relating to the Property obtained by Grantee, either by examination of its agents or representatives, or observation, or disclosed to it by Grantor, shall remain confidential. Grantee shall have the right to share information regarding the Property (including, without limitation, the parcel location, boundaries and survey metes and bounds) and any other representation of land with overlays as requested or required by Fulton County, state agencies within the State of Ohio, federal reviews by the Army Corps of Engineers or any other federal agency, or any other review as required to complete all authorizations for the development of the Project.

3. **Development Period.** The Development Period shall commence on the Effective Date and shall continue for a term of four (4) years. If, at the end of the Development Period, Grantee has not delivered an Easement Area Notice in accordance with Section 4, the Agreement shall terminate, and Grantee shall comply with the provisions in Section 9(a), if applicable.

4. **Operations Period.** At any time during the Development Period, Grantee may elect, in its sole and absolute discretion, to reduce the Easement Area by delivering to Grantor written notice of such election, along with an ALTA survey of the reduced Easement Area (the "**Easement Area Notice**"), which, upon delivery to Grantor, shall become Exhibit A-1 to this Agreement. The reduced Easement Area shall be no more than three corridors not exceeding one hundred feet (100') in width. The maximum operating voltage of any of the transmission lines must not exceed 138 kV at any time during the term of this Agreement. Upon delivery of the Easement Area Notice, the Operations Period shall commence, and the Easement shall convert to an exclusive, irrevocable easement for a term of fifty (50) years. Within thirty (30) days of Grantee's delivery of the Easement Area Notice, Grantor and Grantee shall execute and record an Amended and Restated Memorandum of Easement, identifying (a) the Easement as an exclusive, irrevocable Easement; and (b) the reduced Easement Area.

5. **Easement Area.** All Transmission Facilities shall be constructed and contained within the "Easement Area," which In addition, Grantor desires to grant to Grantee a temporary, non-exclusive workspace easement of 20 feet on each side of the Easement Area for the purpose of accommodating the construction and installation of the Utility Line (the "**Workspace Easement**").

6. **Payment.** Payment under this Agreement shall be as follows:



7. **Use of Easement.** The Easement granted by Grantor to Grantee includes the following rights and uses: .

a. The right to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage as long as such maximum operating voltage of any of the lines does not exceed 138 kV, remove, maintain and use the following from time to time: a single line of towers, with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary and proper poles, foundations, guy wires, footings, crossarms, and other appliances, inverters, facilities and fixtures for use in connection with said towers, wires and/or cables under, on, along and confined within the reduced Easement Area (collectively, the "**Transmission Facilities**").

b. Grantee's rights hereunder include the appropriate non-exclusive rights of way, on, along and in the Easement Area for vehicular (including cranes and other heavy construction equipment) and pedestrian access to the Transmission Facilities and for other activities, which, without limiting the generality of the foregoing, shall entitle Grantee to enter upon the reduced Easement Area with equipment, tools, materials and personnel and dig trenches and conduct such other construction, installation, repair, reinstallation, maintenance, brush clearing, and such tests, surveys, studies and inspections, as Grantee in its sole discretion deems necessary or desirable to install, maintain, repair and/or operate any of the foregoing. Grantee shall allow Grantor the time necessary to harvest their

existing crop or, if time does not permit or Grantee damages a portion of the crop, Grantee shall compensate Grantor for the fair market value of the crop.

c. The right to use all necessary means of ingress to and egress from the reduced Easement Area, including the right to use existing and future roads, rights of way, and access roads, and to construct and to make improvements thereto from time to time, on the Property as shall be necessary to Grantee's access to and use of the reduced Easement Area, or any extension of the Easement Area on the lands of others, from the public road most convenient thereto, for the uses and purposes and the exercising of the rights granted in this Easement.

d. The right to temporarily utilize on an intermittent basis, with Grantor's prior written approval, not to be unreasonably withheld, portions of the Property within and adjoining the reduced Easement Area as shall be necessary to Grantee's construction, installation, improvement, reconstruction, enlargement, removal, relocation or replacement of the Transmission Facilities on the reduced Easement Area.

e. The right for Grantee to allow its contractors, subcontractors, agents, employees, lessees, invitees, licensees, and any public utility providers to use the Easement in accordance with the terms of this Agreement.

6. No Interference with Easement.

a. Grantor's activities and any grant of rights Grantor makes to any person or entity, whether located in the Easement Area or elsewhere on the Property, shall not, currently or in the future, impede or interfere with the exercise of Grantee's rights pursuant to this Agreement. Grantee shall have the right, from time to time, to clear and to keep clear the Easement Area and the real property affected thereby, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences, and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of the Easement and the Easement Area and every part thereof.

b. In addition to the right of the Grantee to remove trees from the Easement Area, Grantee shall also have the right, from time to time, to trim or top and to keep trimmed or topped any and all trees within the Easement Area, and any and all trees on the Property adjacent to the Easement Area for a distance of 50 feet from the exterior lines of the Easement Area, to such heights as in the judgment of Grantee, shall be reasonably necessary for the proper construction, operation and maintenance of the Transmission Facilities, or as Grantee deems necessary to comply with applicable state or federal regulation.

c. No other easement or easements shall be granted on, under or over the Easement Area by Grantor to any person or entity without the prior written consent of Grantee, which consent shall not be unreasonably withheld.

d. Grantor may use the Easement Area for its own purposes so long as such uses do not interfere with Grantee's full enjoyment of the rights granted to Grantee under this Agreement.

e. Grantor shall cooperate where it is not burdensome to do so, with Grantee to obtain or comply with any environmental impact assessments or any other approvals required or deemed desirable by Grantee in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Transmission Facilities, including

execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Grantor may agree, depending on necessity and in relation to the terms and rights under this Agreement, to join with Grantee in the signing of any protest, petition, appeal or pleading that Grantee may require pursuant to any necessary regulatory approvals. Grantee shall reimburse Grantor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation within thirty (30) days of such incurred expenses.

7. **Grantee Responsibilities.** During the Easement, Grantee shall: (i) comply, in all material respects, with all municipal, state and federal ordinances, rules and statutes applicable to Grantee's operations on and use of the Easement Area; (ii) remove any mechanics' liens filed against the Property due to labor, services, supplies, equipment or materials purchased by Grantee or any related or third-party associated with Grantee; and (iii) pay all property taxes attributable to the Transmission Facilities and Improvements within the Easement Area.

8. **Improvements.** The Transmission Facilities, all road facilities, facilities and other improvements that Grantee constructs, installs or places within the Easement Area shall be entirely at Grantee's expense and shall be owned by Grantee.

9. **Termination of Easement.**

a. At any time during the Development Period or the Operations Period, Grantee has the unilateral right to terminate the Easement upon furnishing written notice to Grantor. Grantee shall have twelve (12) months from the date of termination to remove the Transmission Facilities, and Grantee will be responsible for all costs and damages (if any) resulting from the removal of the Transmission Facilities. In no event shall Grantee be entitled to reimbursement for any funds paid to Grantor in accordance with this Agreement.

b. No act or failure to act on the part of Grantee or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, and shall not impair, terminate or otherwise affect the validity or effectiveness of the Easement, except upon recordation by such holder of a release specifically releasing the Easement back to Grantor. Nonuse of any of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed.

10. **Grantor's Reserved Rights.** Subject to the other provisions of this Agreement, Grantor reserves all other rights to the Property that are not inconsistent with Grantee's rights and interests under this Agreement. Such reserved rights of Grantor shall include, but shall not necessarily be limited to, the following:

a. the right to retain (all to be maintained by Grantor or a third-party of Grantor's, at its sole expense) existing roads, driveways, fences and sewer, water, electrical and other utility lines and pipelines on the Property at their existing locations as of the Effective Date; provided, however, Grantee shall have the right to remove and relocate any such existing fence, at its expense;

b. the right to install and construct (all to be maintained by Grantor or a third-party of Grantor, at its sole expense) new water, sewer, electrical and other utility lines across and within the Easement Area, provided that (i) Grantor repairs and restores the surface of the

Easement Area to the condition in which it existed prior to the installation of such new utility lines; (ii) all new utility lines that will cross the Easement Area shall do so at an angle of not less than thirty degrees (30°), such angle to be measured between the centerline of the utility line at the point of crossing; (iii) no such new utility line shall be located within twenty feet (20') of any component of the Transmission Facilities; and (iv) all such new utility lines are installed and constructed in strict compliance with all clearance requirements of the National Electrical Safety Code and/or other lawful regulations then-applicable to electric facilities;

c. the right to install and construct (all to be maintained by Grantor or a third-party of Grantor, at its sole expense) new water, sewer, electrical and other utility across and within any area of access for the Easement Area, provided that Grantor repairs and restores the surface of the area to the condition in which it existed prior to the installation of such new utility lines;

d. the right to install and construct (all to be maintained by Grantor or a third-party of Grantor, at its sole expense) new fences within the Easement Area, provided that all such new fences are located parallel to and at least twenty feet (20') from the outside perimeter of each side of the Transmission Facilities.

Before exercising any of the foregoing rights, Grantor shall give Grantee at least forty-five (45) days' prior written notice describing in detail Grantor's plans for such work.

11. **Grantor's Mineral, Groundwater and Other Rights.** Except as may be shown by documents filed in the Official Records, or un-recorded documents as disclosed by Grantor to Grantee, Grantor retains all rights, title and interests in and to the oil, gas, other minerals, sand, gravel, caliche and dirt and groundwater in, on or under the Easement Area. Grantor and/or Grantor's lessees or other parties shall not be permitted to drill for or remove oil, gas, other minerals, sand, gravel, caliche, dirt or groundwater from or under the Easement Area by direct drilling or by mining or quarrying, but Grantor may extract oil, gas, other minerals and groundwater by directional or horizontal drilling or other means conducted outside the Easement Area, so long as such activities do not interfere with, disturb, hinder, impair, endanger or obstruct (i) the Transmission Facilities or the access to and use, construction, installation and operation of same, or (ii) Grantee's exercise of all of its rights and interests under this Agreement.

12. **Right to Mortgage.** Both Parties shall have the right at any time and from time to time, to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement or the Easement Area (holders of these various security interests are referred to as "**Mortgagees**") provided, in no event will such assignment, encumbrance or grant encumber either Parties underlying fee interest in the Property. **Assignment and Estoppel.** Grantee and any Mortgagee which has succeeded to Grantee's interests under this Agreement shall have the right, without Grantor's prior consent or approval, at any time and from time to time, to sell, convey, assign or partially assign all or any part of its interest in the Easement Area for the uses permitted under this Agreement to one or more persons or entities (collectively, "**Assignees**"). Following any such sale, conveyance, or assignment, the term "Grantee" shall be deemed to include each "Assignee" then holding Grantee's interest in this Agreement or the Easement Area. However, no Mortgagee or Assignee shall by virtue of Grantee's conveyance to it acquire any greater interest in the Easement Area than Grantee then has under this Agreement. Grantor and Grantee agree that they shall, at any time and from time to time during the term of this Agreement and within (20) days after a written request by the other party, execute, acknowledge and deliver to the requesting party a written statement certifying that this Agreement is unmodified and in full force and effect (or modified and stating the modifications), the dates to which the

payments and any other charges have been paid, and that there are no defaults existing (or that defaults exist and stating the nature of such defaults), and stating such other facts as the requesting party may reasonably provide. The failure of a party to deliver any such certificate within such time shall be conclusive upon such party that this Agreement is unmodified and in full force and effect, all payments to such party are current, there are no defaults existing, and such other facts are true and correct.

14. Grantor's Representations and Warranties. Grantor hereby represents warrants and covenants to Grantee as follows:

a. Grantor is the sole owner of the Property and owns the Property in fee simple, subject to no liens or encumbrances except as would appear in a title report for the Property, or as otherwise disclosed in writing to Grantee prior to execution of this Agreement. Grantor and each person signing this Agreement on behalf of Grantor has the full and unrestricted right and authority to execute and deliver this Agreement and to grant to Grantee the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Grantor is authorized to do so, and all persons having any ownership or possessory interest in the Easement Area (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. Grantor hereby releases and waives all rights under and by virtue of any applicable homestead exemption laws as to the Easement and other rights granted hereunder. Except as disclosed to Grantee in writing, Grantor is not the subject of any bankruptcy, insolvency or probate proceeding.

b. There are no liens, encumbrances, leases, mortgages, deeds of trust, fractured interests, mineral or oil and gas rights, or other exceptions to Grantor's fee title ownership of the Property except as disclosed in a title report or other writing obtained by Grantee and reviewed by Grantor prior to the Effective Date. There are no tenants on the Property, except those disclosed by Grantor to Grantee in writing prior to the Effective Date. Grantor shall cooperate with Grantee to obtain non-disturbance, subordination and other title curative agreements with respect to any liens, encumbrances, mortgages, leases or other exceptions to Grantor's fee title to the Property to the extent reasonably deemed necessary by Grantee to eliminate any actual or potential interference with any rights granted to Grantee under this Agreement.

c. Grantor shall not violate, and shall indemnify Grantee for, from and against any violation (past, present or future) by Grantor or Grantor's agents or contractors of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Easement Area.

d. Grantee shall not violate, and shall indemnify Grantor for, from and against any violation (past, present or future) by Grantee or Grantee's agents or contractors of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Easement Area.

e. To Grantor's knowledge, there are no material adverse facts (including the existence of any threatened or pending lawsuits or legal actions) or conditions relating to the Property or any portion thereof, that could delay, interfere with or impair Grantee's operations or the exercise of any

of Grantee's other rights under this Agreement or the Easement, or which could, with the passage of time, the giving of notice or both, have such an effect.

f. As long as Grantee observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Grantor or any person lawfully or equitably claiming by, through or under Grantor.

g. Grantor shall pay when due any property taxes levied or assessed by any governmental authority upon the Property, and any other monetary obligations associated with the Property; subject to Grantor's right to contest the same in a manner that does not jeopardize Grantee's rights hereunder. If Grantor fails to pay the taxes or any other monetary obligations for which it is responsible hereunder, or otherwise defaults under this Agreement, then, in addition to its other rights and remedies, Grantee shall have the right to pay such taxes and other obligations, and/or remedy any such default, by any appropriate means; and the cost thereof shall be reimbursed to Grantee by Grantor within thirty (30) days. Grantee may offset such cost against any amounts owed to Grantor under this Agreement.

15. **Insurance.** Grantee shall obtain and maintain in force policies of insurance covering Grantee's activities, or any third-party associated with Grantee, within the Easement Area during the Easement Term. The policies shall include commercial general liability insurance and, if applicable, workers' compensation and commercial auto liability insurance. Such insurance coverage may be provided as part of a blanket policy that also covers other facilities or properties of Grantee. Further, Grantee must provide Grantor a copy of such policy (ies) with ten (10) days if requested by Grantor during the Easement Term.

15. **Indemnity.** EACH PARTY, GRANTOR AND GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, DEMANDS, COSTS AND EXPENSES, INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES (COLLECTIVELY, "**CLAIMS**") THAT RESULT FROM INJURY TO OR DEATH OF PERSONS AND DAMAGE TO THE EASEMENT AREA CAUSED BY THE INDEMNIFYING PARTY'S USE OF THE EASEMENT AREA DURING THE EASEMENT TERM, BUT ONLY TO THE EXTENT CAUSED BY SUCH INDEMNIFYING PARTY'S (OR ITS EMPLOYEES', AGENTS' REPRESENTATIVES', OR CONTRACTORS') NEGLIGENCE ACTS, NEGLIGENCE OR INTENTIONAL OMISSIONS OR WILLFUL MISCONDUCT.

16. **Waiver of Certain Damages.** NEITHER PARTY, GRANTOR OR GRANTEE, SHALL BE ENTITLED TO, AND EACH PARTY HEREBY WAIVES AND RELEASES ANY AND ALL OF ITS RIGHTS TO, ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY AND/OR SIMILAR TYPES OF DAMAGES, WHETHER THE CLAIM MADE UNDER THIS AGREEMENT IS ASSERTED IN CONTRACT, TORT, OR OTHERWISE.

17. **Notices.** All notices to a party pursuant to this Agreement must be in writing and shall be sent only by United States Mail (first-class, certified, return-receipt requested); personal delivery; by an overnight courier service which keeps records of deliveries; or, if party's address is a P.O. Box, by regular mail with a copy of such Notice sent via email. For purposes of giving notice hereunder, the addresses of the parties are, until changed as hereinafter provided, as set forth on page 1 above. A party may change its address at any time by giving written notice of such change to the other party in the manner provided herein.

18. **Governing Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the state in which the Property is situated. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute

shall be resolved in the federal court located in the county in which the Property is situated, or if none, then a federal court nearest the county in which the Property is situated. THE PARTIES' LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT, STRICT LIABILITY, STATUTORY OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES, AND IN NO EVENT SHALL GRANTOR, GRANTEE, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, SHAREHOLDERS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER.

19. **Further Assurances.** The parties hereto shall at all times hereafter execute any documents and do any further acts that may be necessary or desirable to carry out the purposes of this Agreement.

20. **No Dedication for Public Use.** The provisions hereof are not intended to and do not constitute a dedication for public use, and the rights herein created are private and for the benefit only of the parties hereto and their successors and assigns.

21. **Covenants Running With the Land.** It is the intention of the parties hereto that the rights and easement herein established for the benefit of Grantee shall run with, and be appurtenant to, the Property and shall be a burden upon the Property, shall run with the Property and shall bind Grantor and its successors, tenants, assigns, successors-in-title, and mortgagees.

22. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one instrument.

23. **Ownership.** All persons having any ownership interest in the Property (including, without limitation, interests under an installment sale contract) have signed this Agreement.

24. **Severability.** If any term or provision of this Agreement is, to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25. **No Partnership.** Nothing herein contained shall make, or be construed to make, Grantee or Grantor a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

26. **No Waiver.** The failure of either Party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any Party to enforce any of such provisions, rights, or elections will not prejudice such Party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the Effective Date.

GRANTOR:

By: Robin Brinegar Trustee
Robin Brinegar, Trustee

STATE OF MD §
§
COUNTY OF Fulton §

This instrument was acknowledged before me by Robin Brinegar, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expresses.

Given under my hand and seal this 19th day of June, 2020.



TONYA BAILEY
Notary Public, State of Ohio
My Commission Expires 1-6-23

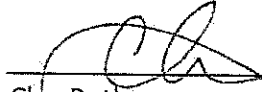
Tonya Bailey
Notary Public

My Commission Expires: 1-6-23

GRANTEE:

Arche Energy Project LLC
a Texas limited liability company

By:



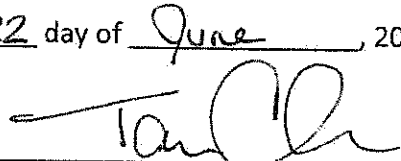
Clay Butler
President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me by Clay Butler, as President of Arche Energy Project LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expresses.

Given under my hand and seal this 22 day of June, 2020.





Notary Public

EXHIBIT A

All that Real Property situated in Fulton County, State of Ohio, described as follows:

Tract One:

That part of the West Half (W 1/2) of the Southwest Quarter (SW ¼) of Section 21 in Township 9 South of Range 1 East, which lies South of the center of the ditch running across said premises, **saving and excepting therefrom** the South one-half acre thereof, containing 40 acres of land, more or less.

SAVE AND EXCEPT THEREFROM:

Being a parcel of land located in the Southwest 1/4 of Section 21 Township 9 South, Range 1 East, Gorham Township, Fulton County, Ohio more particularly described as commencing at a point N 0° 10' E a distance of 682.07' from the Southwest Corner of the above described section,

THENCE continuing on the same line and bearing a distance of 272'

THENCE N 88° 14' E a distance of Three hundred seventy-three feet (373')

THENCE S 0° 10' W a distance of 272'

THENCE S 88° 14' W a distance of 373' to the place of beginning and containing 2.32.

Containing after said exception, 37.68 acres, more or less.

Parcel No.: 18-035916-00.000

Tract Two:

Being the East Half (1/2) of the Southwest quarter (1/4) and the West Half (1/2) of the West Half (1/2) of the Southeast quarter (1/4) of Section 21 Township 9 South of Range 1 East containing 120 acres of land be the same more or less.

Also situated in the aforesaid County of Fulton and State of Ohio and described and known as a parcel of land in the South Half (1/2) of Section 21 Township 9 South Range 1 East;

Beginning on the West line of the East half of West half of Southeast quarter (1/4) of said section in the West line of land owned by David Ford where it is intersected by the South line of the East and West highway extending along the center line of said section;

THENCE West along said South line of East and West highway to the West line of the Northeast quarter (1/4) of the Southwest quarter of said Section 21 to a point in the East line of land owned by W. O. Ford,

THENCE South 25 feet,

THENCE East parallel to said South line of the East and West highway to West line of the East half of the West half of the Southeast quarter (1/4) of said section;

THENCE North 25 feet to the place of beginning. Being formerly the right of way of The Toledo and Western Railway Company as described in a deed recorded in Volume 82, Page 259 Fulton County Deed records, together with all privileges and appurtenances thereunto belonging.

Containing in all 120.01 acres of land, more or less.

Parcel No.: 18-035940-00.000

EXHIBIT A-1

100' WIDE EASEMENT, FOR OVER AND ACROSS A PORTION OF THE REAL PROPERTY DESCRIBED BELOW
SITUATED IN FULTON COUNTY, OHIO:

SURVEYED AREA TO BE PROVIDED WITH THE EASEMENT AREA NOTICE.

OPTION CONTRACT FOR SALE & PURCHASE OF REAL PROPERTY

THIS OPTION CONTRACT FOR SALE & PURCHASE OF REAL PROPERTY ("Contract") made and entered into this 21 day of February, 2020, by and between CJ Capital Investments LLC, whose principal address is 7183 County Road 23, Archbold, OH 43502 (hereinafter referred to as "Owner") and Arche Energy Project, LLC, a Delaware limited liability company (or their Successor), (hereinafter referred to as "Optionee"); whose principal address is 3809 Juniper Trace, Suite 100, Austin, TX 78738.

WITNESSETH:

WHEREAS, Owner is the fee simple owner of certain real property being, lying and situated in the Fulton County, State of Ohio, such real property described in Exhibit "A" (the "Property") attached hereto and made a part hereof;

Subject to the term and conditions of this Contract, Optionee (or their successors or assigns) desires to procure a Contract for the Property from Owner upon the terms and provisions as hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties hereto and for the mutual covenants contained herein, Owner and Optionee hereby agree as follows:

1. DEFINITIONS. For the purposes of this Contract, the following terms shall have the following meanings:

- (a) "Execution Date" shall mean the day upon which the last party to this Contract shall duly execute this Contract;
- (b) "Option Exercise Date" shall mean that date, within the Option Term, upon which the Optionee shall send its written notice to Owner exercising its Option to Purchase;
- (c) "Closing Date" shall mean the last day of the closing term or such other date during the closing term selected by Optionee;
- (d) "Option Payment" shall mean the payment described in Section 3 below, secured by the Property encumbered under this Contract, payable as set forth in Section 3;
- (e) "Option Term" shall be for a period of 40 months commencing on the Execution Date herein and ending on or before midnight, June 21, 2023;

2. GRANT OF OPTION. For and in consideration of the Option Fee payable to Owner as set forth herein, Owner does hereby grant to Optionee the exclusive right and Option ("Option") to purchase all of the Property upon the terms and conditions as set forth herein. During the Option Period (as defined in Paragraph 4 below), Owner shall not enter into any other Contracts to encumber the Property, Lease, or other development of any portion of the Property without the written consent of the Optionee

or its successors or assigns. Notwithstanding, Owner may lease the Property to third parties for agriculture, timber and cattle purposes during the Option Period so long as the leases are terminable by notice.

4. EXERCISE OF OPTION. Optionee may exercise its exclusive right to purchase the Property pursuant to the Option, at any time during the Option Term, by giving written notice thereof to Owner. As provided for above, the date of sending of said notice shall be the Option Exercise Date. In the event the Optionee does not exercise its exclusive right to purchase the Property granted by the Option during the Option Term, Owner shall be entitled to retain the Option Fee, and this Contract shall become absolutely null and void and neither party hereto shall have any other liability, obligation or duty herein under or pursuant to this Contract.

5. CONTRACT FOR PURCHASE & SALE OF REAL PROPERTY. In the event that the Optionee exercises its exclusive Option as provided for in the preceding paragraph, Owner agrees to sell and Optionee agrees to buy the Property and both parties agree to the following terms and conditions for such purchase and sale of the Property.

(b) Closing Date. The closing date shall be within 90 days of the date Optionee notifies Owner either via email or a mail delivery service company (i.e. UPS, Fed Ex) as to their intent to Exercise the option or at any other date during the Option Term as may be selected by Optionee;

(c) Closing Costs. Optionee's and Owner's costs of closing the Contract shall be borne by Optionee. All closing costs of the Owner will be paid by Optionee including transfer tax and pro-rated real estate taxes (Owner is responsible for taxes attributable to the period of time prior to the Closing Date. Optionee will be responsible for taxes attributable to the period of time after the Closing Date).

(d) Default by Optionee. Remedies of Owner. In the event Optionee, after exercise of the Option, fails to proceed with the closing of the purchase of the Property pursuant to the terms and provisions as contained herein and/or under the Contract, Owner shall be entitled to retain the Option Fee as liquidated damages and shall have no further recourse against Optionee;

(e) Default by Owner. Remedies of Optionee. In the event Owner fails to close the sale of the Property pursuant to the terms and provisions of this Contract, Optionee shall be entitled to either sue for specific performance of the real estate purchase and sale contract or terminate such

Contract and sue for money damages.

(f) **Hazardous Substances.** To Owner's best knowledge, there are no Hazardous Substances (as defined hereafter) on or under the Property. Owner is not aware that Hazardous Substances have been stored, handled, disposed of or released on or about any portion of the Property, except as disclosed to Optionee in writing. The term "Hazardous Substances" as used in this Contract shall include, without limitation, any substances, materials, or wastes which are or may become regulated or classified as hazardous or toxic under federal, state or local laws or regulations; any petroleum or refined petroleum product or byproduct; asbestos; any flammable explosive; or radioactive material. To the best of Owner's knowledge, there are no storage or other tanks or containers below the surface of the Property, nor have any storage or other tanks or containers ever previously been located below the surface of the Property

(g) **Possession.** Owner shall deliver the Property to Optionee free and clear of any Leases and parties in possession on the closing date.

(h) **Warranty Deed.** Owner shall execute and to have it notarized the transfer of title document (Warranty Deed) as required and approved by the Fulton County Recorder.

6. **RIGHT OF ENTRY.** From and after the Effective Date, Optionee or its designated agents may enter upon the Property upon reasonable prior notice to Owner to conduct, at Optionee's sole cost and expense, any inspections, tests, surveys, engineering, environmental, and/or market and economic feasibility studies, and due diligence matters related thereto, concerning the Property. Any activities of Optionee on the Property shall be conducted in such a manner so as not to cause any material damage to the Property and so as to not unreasonably interfere with the current use of the Property. In addition, Optionee shall take reasonable care and precaution to clean all vehicles and equipment to prevent the spread of noxious and invasive weeds onto the Property.

7. **MEMORANDUM OF OPTION.** Concurrently with the execution of this Contract, the Owner shall execute, acknowledge and deliver to Optionee, a fully executed and notarized 'Memorandum of Option of Contract of Sale & Purchase of Real Property' in the form attached hereto as Exhibit 'B' (the "Memorandum"), and thereafter Optionee shall cause it to be recorded in the Official Records of Fulton County, State of Ohio. At the termination of this Contract, Optionee shall execute, acknowledge and record in said Fulton County, a 'Release of Option Contract' which will nullify this Contract.

8. MISCELLANEOUS.

(a) **Execution by Both Parties.** This Contract shall not become effective and binding until fully executed by both Optionee and Owner. Concurrently with execution of this Contract, Owner and Optionee shall execute and notarize the Memorandum of Contract in the form attached as **Exhibit 'B'** hereto (the "Memorandum"), and Optionee shall record such Memorandum in the Office of the Fulton County Recorder's Office as promptly as reasonably possible.

(b) **Notice.** All notices, demands and/or consents provided for in this Contract shall be in writing and shall be delivered to the parties hereto by hand or by United States Mail or Fed Ex courier with postage pre-paid. Such notices shall be deemed to have been served on the date mailed. All such notices and communications shall be addressed to the Owner at 7183 County Road 23, and to

Optionee at 3809 Juniper Trace, Suite 100, Austin, TX 78738 or at such other address as either may specify to the other in writing.

(c) Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Ohio.

(d) Successors and Assigns. This Contract shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective heirs, successors, and or assigns, to the extent as if specified at length throughout this Contract.

(e) Time. Time is of the essence of this Contract.

(f) General Provisions. This Contract contains the entire Contract between the parties relating to the transaction contemplated hereby. All prior Contracts, understandings, representations and statements, oral or written, are merged herein. This Contract may not be amended without the written consent of both parties. Both parties agree to perform in good faith, any and all further steps and actions, and shall execute and acknowledge any and all further documents, as may be reasonably necessary in order to effectuate the intents and purposes of this Contract.

(g) Assignment. Optionee shall have the rights to sell, transfer or assign (collectively, an "Assignment") this Contract or any interest therein without prior consent or Notice to Owner.

(h) Entire Contract. This Contract contains all of the terms, promises, covenants, conditions and representations made or entered into by or between Owner and Optionee and supersedes all prior discussions and Contracts whether written or oral between Owner and Optionee with respect to the Option and all other matters contained herein and constitutes the sole and entire Contract between Owner and Optionee with respect thereto. This Contract may not be modified or amended unless such amendment is set forth in writing and executed by both Owner and Optionee with the formalities hereof.

(i) Development Approval Processing. Owner acknowledges that the Optionee desires to develop a solar generation facility on the Property. Owner agrees to allow Optionee to cooperate to secure such appropriate approvals and zoning for the development of the solar facility. Owner agrees to assist and participate in any such approval and rezoning process at the reasonable request of the Optionee, but will not be required to bear any out of pocket cost for said approval and rezoning process.

(j) Counterparts. This Contract may be executed in one or more counterparts (each of which shall be deemed an original, but all of which together shall constitute one and the same instrument) and shall be effective as of the Effective Date upon execution and delivery by the parties hereto, and such execution and delivery may be effectuated by facsimile transmission, transmission of an executed PDF copy via email, a third party electronic signature verification program or process, by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means. Signatures of the Parties transmitted by any of the foregoing methods shall be deemed to be their original signatures for all purposes and signature pages may be detached from the counterparts and attached to a single copy of this Contract to physically form one document.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed under proper authority:

OWNER

CJ Capital Investments, LLC

BY: Nancy Wyse

NAME: Nancy Wyse

TITLE: partner

PHONE: 419-572-1695

EMAIL: nancywyse@gmail.com

BY: Ronald L. Rupp

NAME: Ronald L. Rupp

TITLE: _____

PHONE: (419) 551-6341

EMAIL: rlrupp@gmail.com

State of _____ }

County of _____ }

I, the undersigned Notary Public, hereby certify that Ronald L. Rupp, as _____ of CJ Capital Investments LLC, whose name is signed to the foregoing instrument, and who is known to me or proved to me on the basis of satisfactory evidence, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.



Given under my hand this 6th day of February, 2020.

DEBORAH E. KRUSE
Notary Public, State of Ohio
My Comm. Expires 03/30/2024
Recorded in Henry County

Deborah E. Kruse
Notary Public

My Commission Expires: March 30, 2024

State of Ohio }
County of Fulton }

I, the undersigned Notary Public, hereby certify that Nancy Wyse, as partner of CJ Capital Investments LLC, whose name is signed to the foregoing instrument, and who is known to me or proved to me on the basis of satisfactory evidence, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand this 1st day of February, 2020.

(Seal)



COURTNEY BEHRMAN
Notary Public, State of Ohio
My Comm. Expires Oct. 14, 2023
Recorded in Henry County

Courtney Behrman
Notary Public

My Commission Expires: 10/14/2023

DEBORAH E. KRUSE
Notary Public, State of Ohio
My Comm. Expires 03/30/2024
Recorded in Henry County



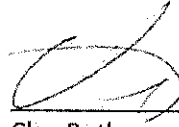
COURTNEY BEHRMAN
Notary Public, State of Ohio
My Comm. Expires Oct. 14, 2023
Recorded in Henry County



OPTIONEE

Arche Energy Project, LLC
A Delaware limited liability company

By:



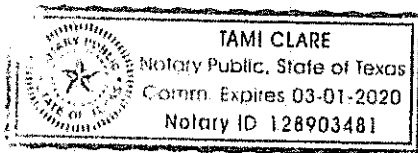
Clay Butler
President

EMAIL: real.estate@7x.energy

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me by Clay Butler, as President of Arche Energy Project, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expresses.

Given under my hand and seal this 21 day of February, 2020.



Notary Public

My Commission Expires: 3-1-20

EXHIBIT 'A'

ALL that real property situated in the Township of Gorham, County of Fulton and State of Ohio, described as follows:

PARCEL 1:

Parcel No.: 18-035904-00.000

80 acres, more or less

And being the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of Section Twenty-one (21), Township Nine (9) South of Range One (1) East, containing eighty (80) acres of land, more or less.

PARCEL 2:

Parcel No.: 18-035928-01.000

29.034 acres, more or less

Being a parcel of land situated in the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-one (21), Township Nine South (T-9-S), Range One East (R-1E), Gorham Township, Fulton County, State of Ohio, and more particularly described as follows:

Commencing at the Interior Corner of the above described section marked by a one inch pipe and being the place of beginning; thence North two degrees thirty minutes East (N 02°30' E) binding upon the North-South Quarter Section Line two thousand twenty and eighty-five hundredths feet (2,020.85') to a point marked by a metal surveyor's stake; thence South eighty-seven degrees fifty-one minutes East (S 87° 51' E) six hundred seventy-six and forty-six hundredths feet (676.46') to a point marked by a metal surveyor's stake; thence South two degrees thirty-eight minutes West (S 02° 38' W) one thousand six hundred fifty-one and six hundredths feet (1,651.06') to a point marked by a metal surveyors stake; thence North eighty-seven degrees forty-two minutes West (N 87 deg. 42' W) two hundred sixty-three and ninety-one hundredths feet (263.91') to a point marked by a metal surveyor's stake; thence South two degrees thirty minutes West (S 2° 30' W) three hundred seventy-one and fifty-four hundredths feet (371.54') to a point; thence North eighty-seven degrees forty-two minutes West (N 87° 42' W) binding upon the East-West Quarter Section Line and U.S. Highway 20 for hundred eight and fifty hundredths feet (408.50') to the place of beginning an & twenty-nine and thirty-four thousandths (29.034) acres of land, more or less.

6081W 2022-001

PERMIT TO OCCUPY TOWNSHIP ROAD RIGHT OF WAY
FULTON COUNTY, OHIO

I hereby request permission to install and/or maintain Collection Line Cables along
(Type of Installation)
and/or under the right-of-way of Road 22, .13921 miles, North from Road R
(Distance) (Direction)

The Permittee agrees to pay for any and all damages to the road rights-of-way including ditches, tile drains, drainage structures, pavements, bridges, culverts and other appurtenances that are the result of the proposed installation activity or damages to the right-of-way that may be caused by any future maintenance or repairs of their facilities. The contractor shall be responsible to return the landowners' frontage to its original condition or better. It is understood that a bond may be required in an amount determined by the County Engineer to cover all damages that may accrue as a result of the installation or maintenance activity proposed.

Further, it is understood that the Permittee will be responsible for the control of traffic and the safety of the general public. It is agreed that all traffic control signing shall conform to all provisions of the Ohio Department of Transportation regulations, the Ohio Manual of Uniform Traffic Control Devices, and any specific supplemental specifications that may be required by the County Engineer.

Further, the Permittee is responsible for contacting all utilities that may have facilities that could be affected by the work proposed.

The Permittee agrees to hold harmless, indemnify and defend the Township Trustees, Fulton County, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or law suits for damages arising from, allegedly arising from, or in any way related to the work to be performed in conjunction with this permit. A certificate of insurance may be required.

The Permittee agrees to place their facilities, including poles, pedestals, manholes, fire hydrants, etc., at a location to not inconvenience a property owner. (Keep pedestals away from drives and avoid placing in front yards, etc.)

Finally, the Permittee agrees that should any future right-of-way improvements or repairs be undertaken by Township Trustees or Fulton County, or in the event Township Trustees or Fulton County widens, repairs or reconstructs any roadway, regardless of whether those activities require Township Trustees or Fulton County to obtain or procure additional right-of-way subsequent to the date of the execution of this Permit, the Permittee will be required to make any necessary repairs or relocations of their facilities promptly at their expense if the County Engineer determines, in his sole discretion, that Permittee's facilities are in conflict with the improvements, widening, repairs or construction proposed. Furthermore, and notwithstanding the above, Permittee further agrees and acknowledges that it does not and shall not have any ability or authority to control or impede Township Trustees or Fulton County's improvement, widening, repair or reconstruction activities.

This permit may at any time be revoked or annulled by the Township Trustees and/or Fulton County for non-performance of or noncompliance with any of the said conditions, restrictions and regulations thereof. The permit automatically transfers to future owners of the facilities installed and automatically expires should facilities be removed. This permit shall become void if the proposed installation/work is not completed within one (1) year of the approval date.

Appropriate plans, specifications, maps and schematic drawings are attached.

****Approval may take up to 3 weeks****

Permittee Signature: J-L

Approval: GORHAM Township Trustees

Permittee Name: Arche Energy Project, LLC

[Signature] 7/18/22

Company Name: Arche Energy Project, LLC

[Signature] 0719-22

Address: c/o BP Alternative Energy North America, Inc

Brian Town 7-18-22

201 Helios Way, 3rd Floor, Houston, TX 77079

Approval: [Signature] Date: 7/20/22

Phone/Fax: _____

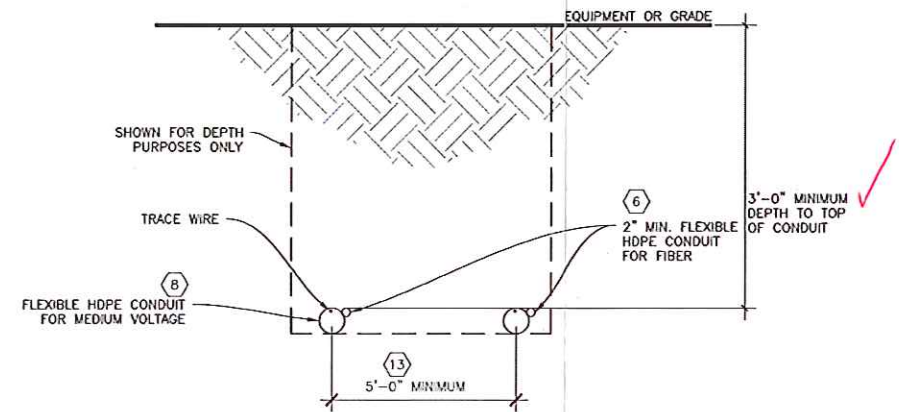
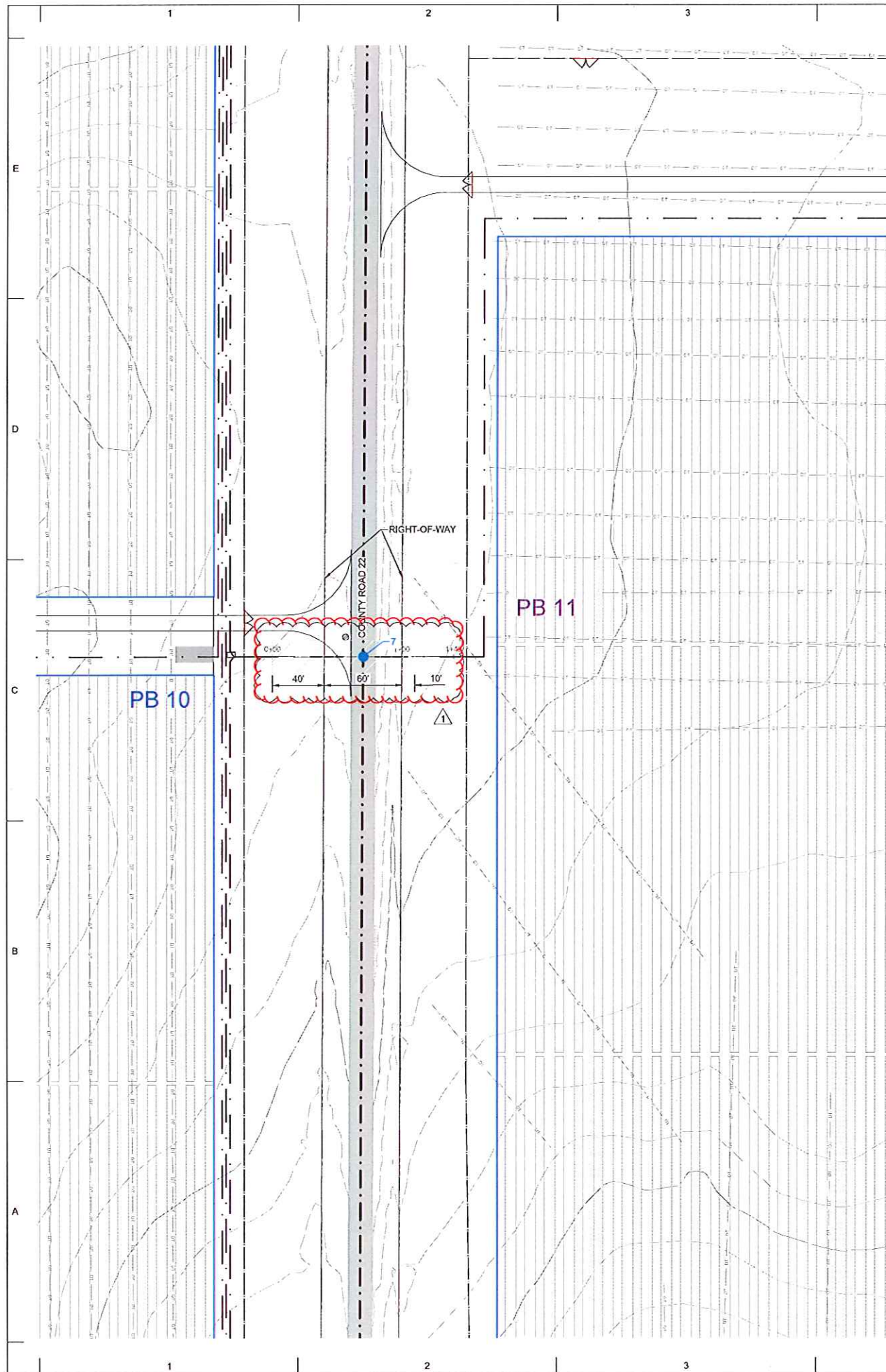
Fulton County Engineer, Representing the

Bond required: _____ Amount: \$ RUMA

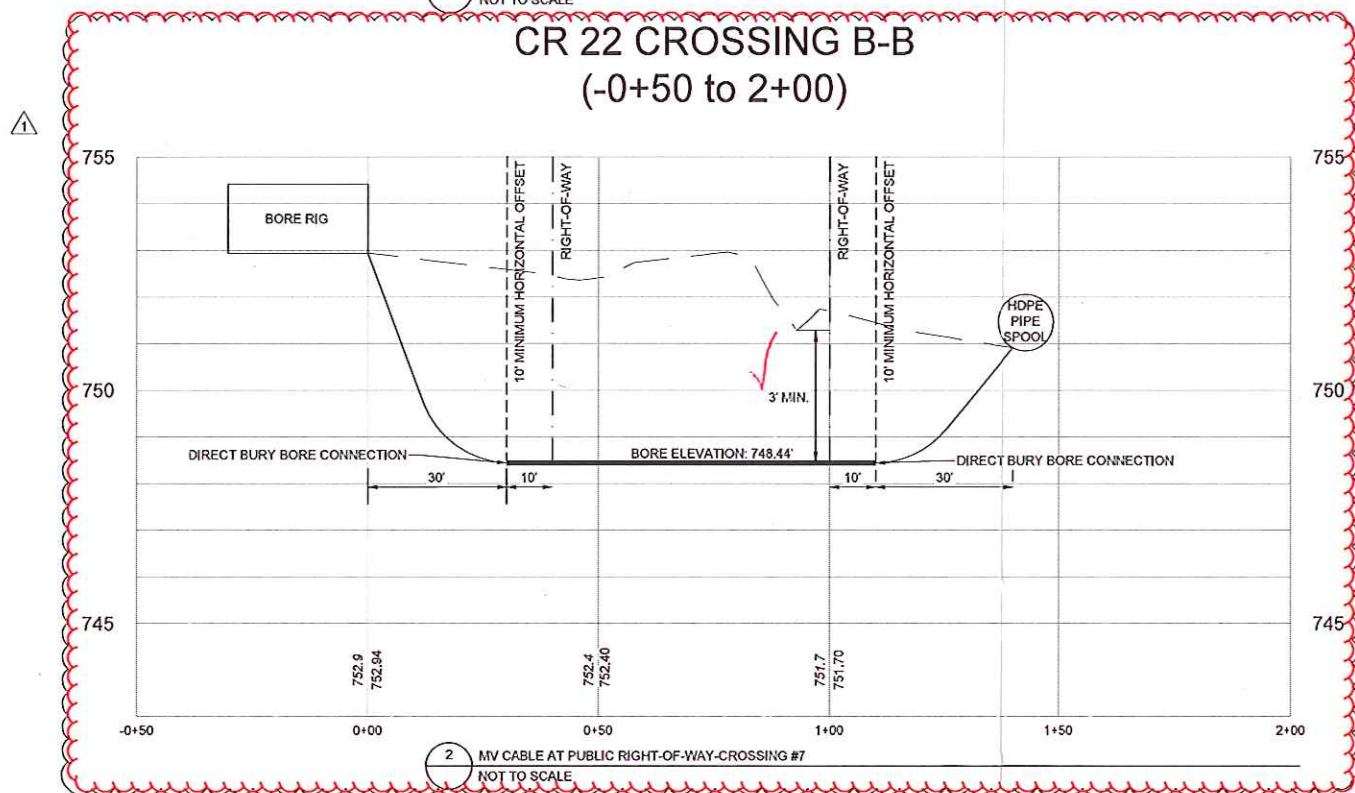
Board of Fulton County Commissioners

Special Conditions attached _____

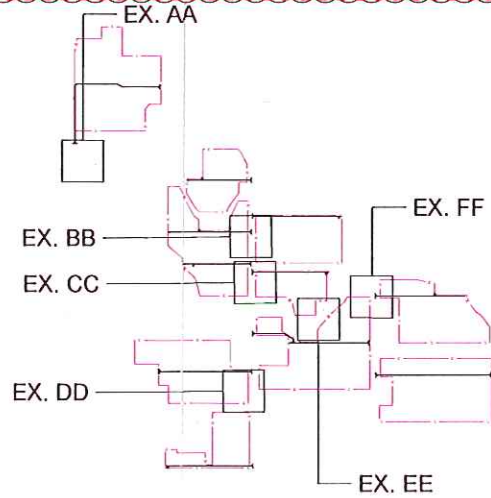
6/15/22



MV - DIRECTIONAL BORE SECTION
SCALE: NTS
1 MCCALMONT TRENCH CROSSING DETAILS
NOT TO SCALE



2 MV CABLE AT PUBLIC RIGHT-OF-WAY-CROSSING #7
NOT TO SCALE



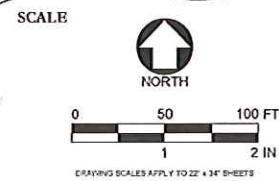
EVS
EVS, INC.
10025 Valley View Road, Suite 140
Eden Prairie, Minnesota 55344
Phone: 952-648-0236
www.evs-eng.com



CLIENT
PROJECT
ARCHE SOLAR

LOCATION
FULTON COUNTY
FAYETTE, OH

SUBMITTAL
60% SUBMITTAL



#	DATE	DESCRIPTION
1	3/18/22	LAYOUT UPDATE

PROFESSIONAL CERTIFICATION

PRELIMINARY NOT FOR
CONSTRUCTION OR PROCUREMENT

DRAWN BY
DG/CL/AF
CHECKED BY
BJ/NW
DATE
2022.03.18
PROJECT #
2022-013

SHEET NAME
ARCHE MV CROSSINGS

SHEET NUMBER
EXHIBIT BB

PERMIT TO OCCUPY TOWNSHIP ROAD RIGHT OF WAY
FULTON COUNTY, OHIO

GORHAM 2022-002

I hereby request permission to install and/or maintain Collection Line Cables along
and/or under the right-of-way of Road 22, .02273 miles, South from Road R
(Distance) (Direction)

The **Permittee** agrees to pay for any and all damages to the road rights-of-way including ditches, tile drains, drainage structures, pavements, bridges, culverts and other appurtenances that are the result of the proposed installation activity or damages to the right-of-way that may be caused by any future maintenance or repairs of their facilities. The contractor shall be responsible to return the landowners' frontage to its original condition or better. It is understood that a bond may be required in an amount determined by the **County Engineer** to cover all damages that may accrue as a result of the installation or maintenance activity proposed.

Further, it is understood that the **Permittee** will be responsible for the control of traffic and the safety of the general public. It is agreed that all traffic control signing shall conform to all provisions of the Ohio Department of Transportation regulations, the Ohio Manual of Uniform Traffic Control Devices, and any specific supplemental specifications that may be required by the **County Engineer**.

Further, the **Permittee** is responsible for contacting all utilities that may have facilities that could be affected by the work proposed.

The **Permittee** agrees to hold harmless, indemnify and defend the **Township Trustees, Fulton County**, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or law suits for damages arising from, allegedly arising from, or in any way related to the work to be performed in conjunction with this permit. A certificate of insurance may be required.

The **Permittee** agrees to place their facilities, including poles, pedestals, manholes, fire hydrants, etc., at a location to not inconvenience a property owner. (Keep pedestals away from drives and avoid placing in front yards, etc.)

Finally, the **Permittee** agrees that should any future right-of-way improvements or repairs be undertaken by **Township Trustees or Fulton County**, or in the event **Township Trustees or Fulton County** widens, repairs or reconstructs any roadway, regardless of whether those activities require **Township Trustees or Fulton County** to obtain or procure additional right-of-way subsequent to the date of the execution of this Permit, the **Permittee** will be required to make any necessary repairs or relocations of their facilities promptly at their expense if the **County Engineer** determines, in his sole discretion, that **Permittee's** facilities are in conflict with the improvements, widening, repairs or construction proposed. Furthermore, and notwithstanding the above, **Permittee** further agrees and acknowledges that it does not and shall not have any ability or authority to control or impede **Township Trustees or Fulton County's** improvement, widening, repair or reconstruction activities.

This permit may at any time be revoked or annulled by the **Township Trustees and/or Fulton County** for non-performance of or noncompliance with any of the said conditions, restrictions and regulations thereof. The permit automatically transfers to future owners of the facilities installed and automatically expires should facilities be removed. This permit shall become void if the proposed installation/work is not completed within one (1) year of the approval date.

Appropriate plans, specifications, maps and schematic drawings are attached.

****Approval may take up to 3 weeks****

Permittee Signature: [Signature]

Approval: GORHAM Township Trustees

Permittee Name: Arche Energy Project, LLC

[Signature] 7/18/22

Company Name: Arche Energy Project, LLC

[Signature] 07-18-22

Address: c/o BP Alternative Energy North America, Inc

Brian Jones 7/18/22

201 Helios Way, 3rd Floor, Houston, TX 77079

Approval: [Signature] Date: 7/20/22

Phone/Fax: _____

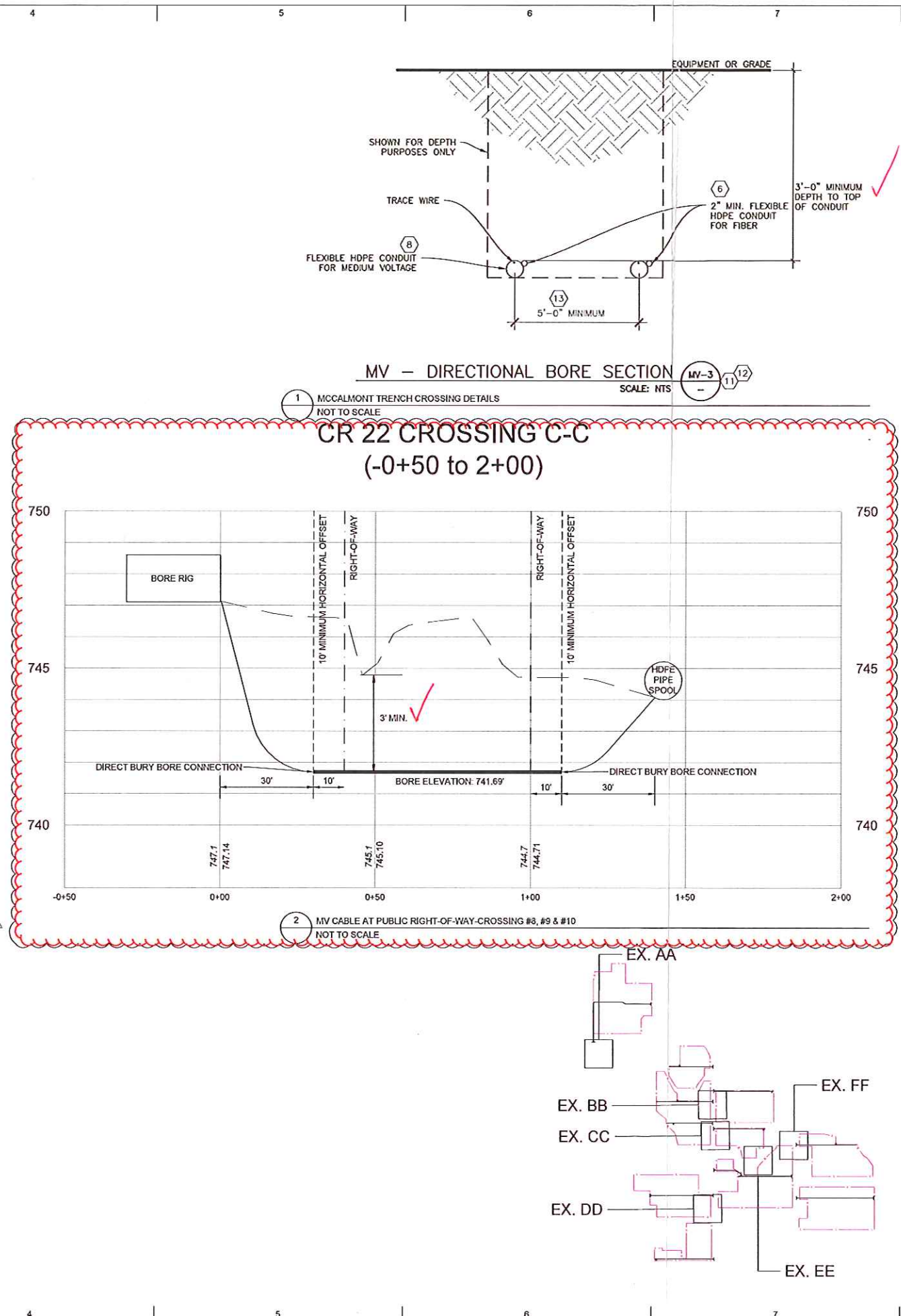
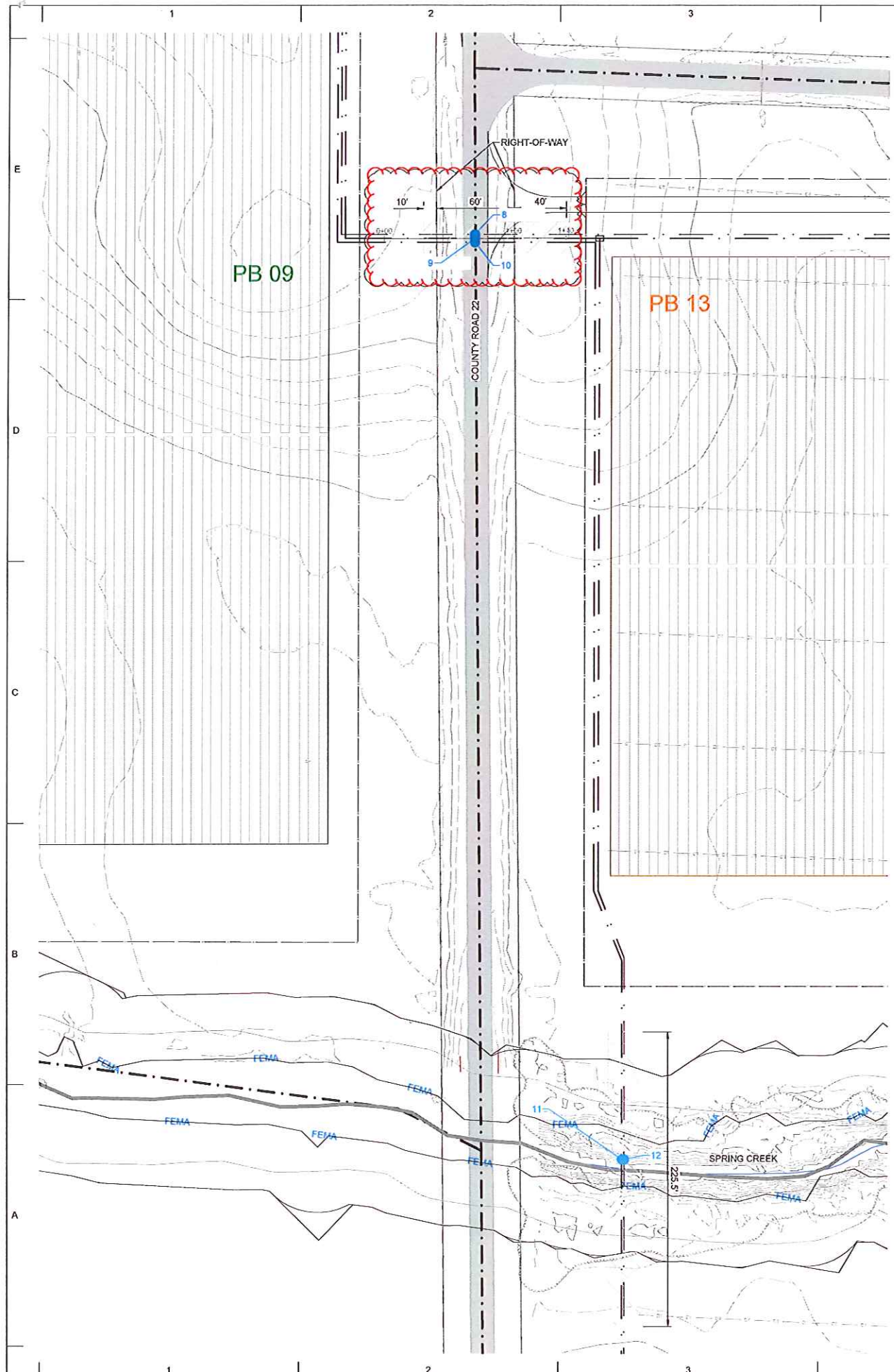
Fulton County Engineer, Representing the

Bond required: _____ Amount: \$ RUMA

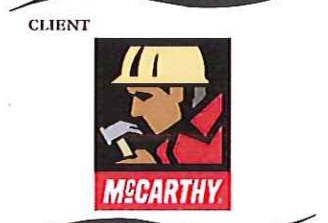
Board of Fulton County Commissioners

Special Conditions attached _____

PL
6/20/22

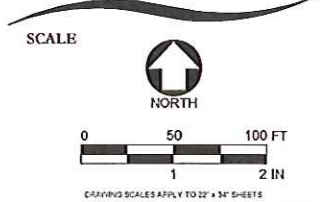


EVS
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LOCATION
FULTON COUNTY
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SUBMITTAL
60% SUBMITTAL

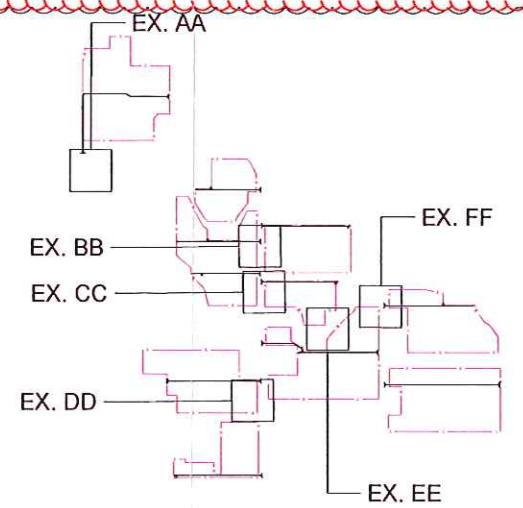


#	DATE	DESCRIPTION
1	3/18/22	LAYOUT UPDATE

PROFESSIONAL CERTIFICATION
PRELIMINARY NOT FOR
CONSTRUCTION OR PROCUREMENT

DRAWN BY
DG/CL/AF
CHECKED BY
BJ/NW
DATE
2022.03.18
PROJECT #
2022-013

SHEET NAME
ARCHE MV CROSSINGS
SHEET NUMBER
EXHIBIT CC



PERMIT TO OCCUPY TOWNSHIP ROAD RIGHT OF WAY
FULTON COUNTY, OHIO

GORROW2022-003

I hereby request permission to install and/or maintain Collection Line Cables along
and/or under the right-of-way of Road 22, .42614 miles, South from Road R
(Distance) (Type of Installation) (Direction)

The Permittee agrees to pay for any and all damages to the road rights-of-way including ditches, tile drains, drainage structures, pavements, bridges, culverts and other appurtenances that are the result of the proposed installation activity or damages to the right-of-way that may be caused by any future maintenance or repairs of their facilities. The contractor shall be responsible to return the landowners' frontage to its original condition or better. It is understood that a bond may be required in an amount determined by the County Engineer to cover all damages that may accrue as a result of the installation or maintenance activity proposed.

Further, it is understood that the Permittee will be responsible for the control of traffic and the safety of the general public. It is agreed that all traffic control signing shall conform to all provisions of the Ohio Department of Transportation regulations, the Ohio Manual of Uniform Traffic Control Devices, and any specific supplemental specifications that may be required by the County Engineer.

Further, the Permittee is responsible for contacting all utilities that may have facilities that could be affected by the work proposed.

The Permittee agrees to hold harmless, indemnify and defend the Township Trustees, Fulton County, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or law suits for damages arising from, allegedly arising from, or in any way related to the work to be performed in conjunction with this permit. A certificate of insurance may be required.

The Permittee agrees to place their facilities, including poles, pedestals, manholes, fire hydrants, etc., at a location to not inconvenience a property owner. (Keep pedestals away from drives and avoid placing in front yards, etc.)

Finally, the Permittee agrees that should any future right-of-way improvements or repairs be undertaken by Township Trustees or Fulton County, or in the event Township Trustees or Fulton County widens, repairs or reconstructs any roadway, regardless of whether those activities require Township Trustees or Fulton County to obtain or procure additional right-of-way subsequent to the date of the execution of this Permit, the Permittee will be required to make any necessary repairs or relocations of their facilities promptly at their expense if the County Engineer determines, in his sole discretion, that Permittee's facilities are in conflict with the improvements, widening, repairs or construction proposed. Furthermore, and notwithstanding the above, Permittee further agrees and acknowledges that it does not and shall not have any ability or authority to control or impede Township Trustees or Fulton County's improvement, widening, repair or reconstruction activities.

This permit may at any time be revoked or annulled by the Township Trustees and/or Fulton County for non-performance of or noncompliance with any of the said conditions, restrictions and regulations thereof. The permit automatically transfers to future owners of the facilities installed and automatically expires should facilities be removed. This permit shall become void if the proposed installation/work is not completed within one (1) year of the approval date.

Appropriate plans, specifications, maps and schematic drawings are attached.

****Approval may take up to 3 weeks****

Permittee Signature: J. J.

Approval: GORHAM Township Trustees

Permittee Name: Arche Energy Project, LLC

Shelley 7/18/22

Company Name: Arche Energy Project, LLC

Paul 07-18-22

Address: c/o BP Alternative Energy North America, Inc.

Brian Towner 7-18-22

201 Helios Way, 3rd Floor, Houston, TX 77079

Approval: Frank Deller Date: 7/20/22

Phone/Fax: _____

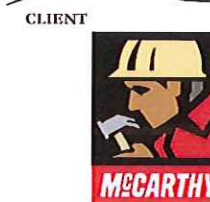
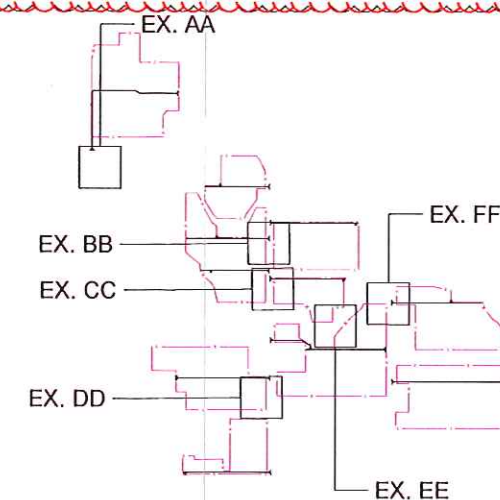
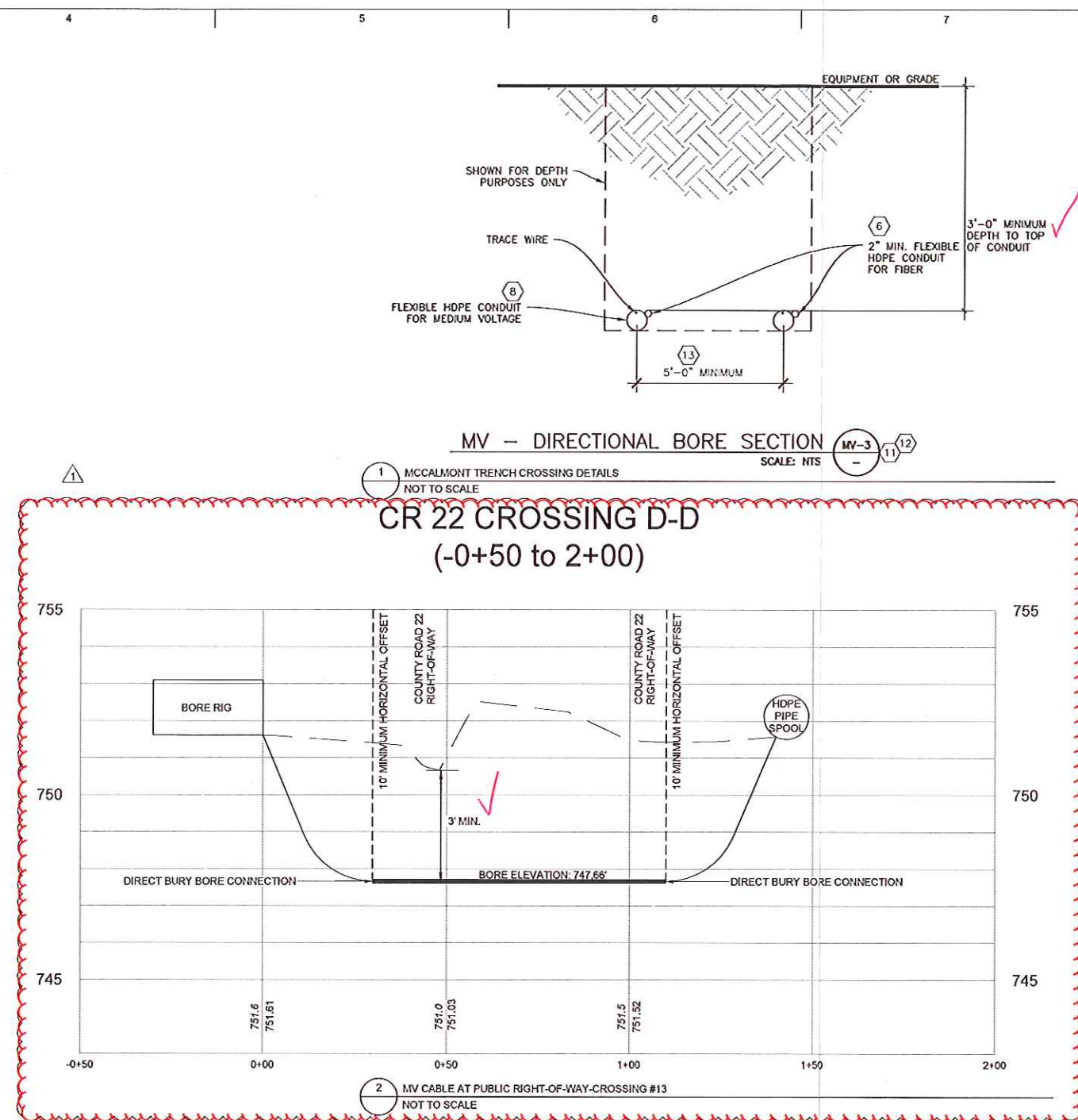
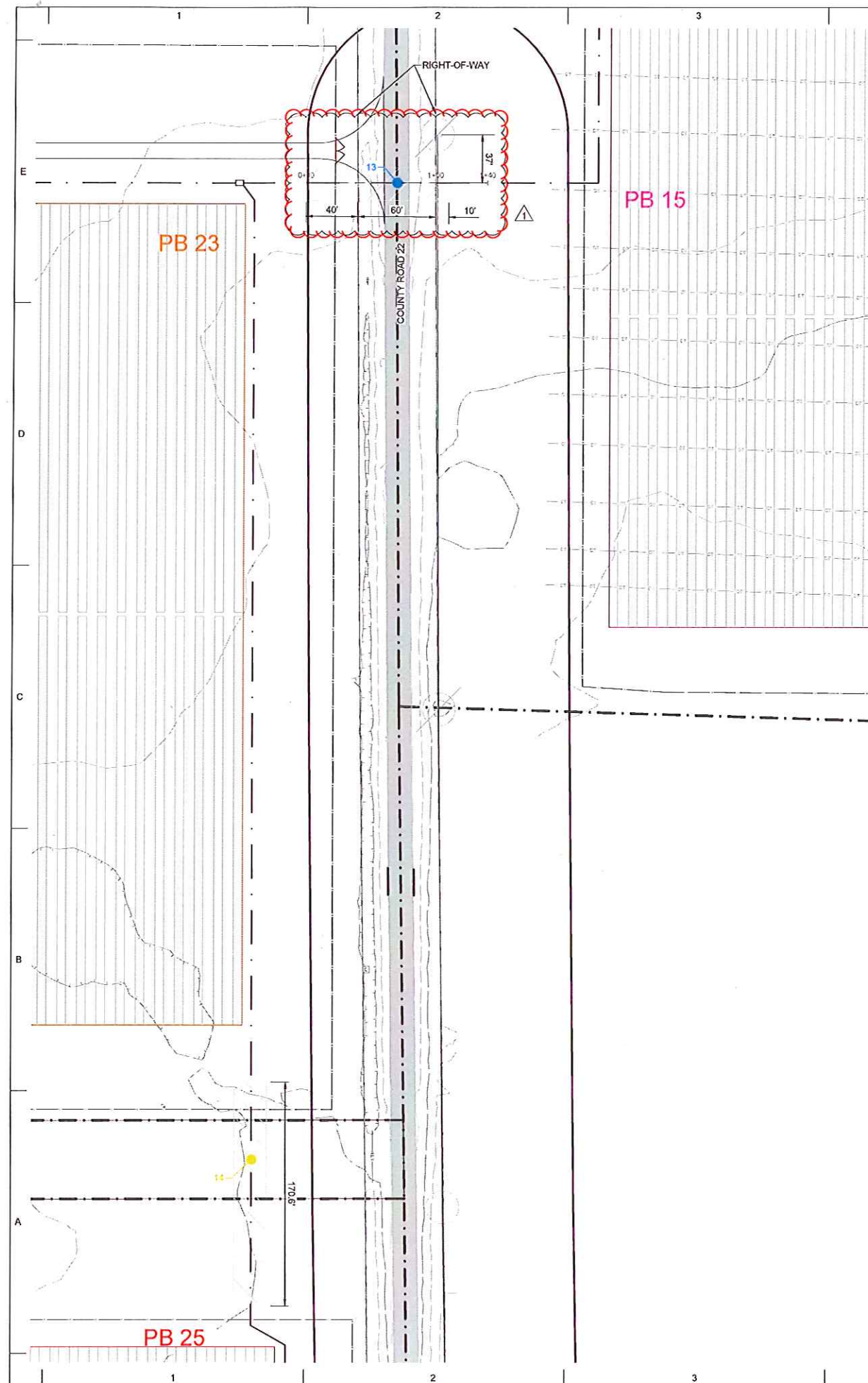
Fulton County Engineer, Representing the

Bond required: _____ Amount: \$ RUMA

Board of Fulton County Commissioners

Special Conditions attached _____

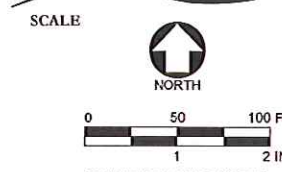
BL
6/30/22



CLIENT
PROJECT
ARCHE SOLAR

LOCATION
FULTON COUNTY
FAYETTE, OH

SUBMITTAL
60% SUBMITTAL



#	DATE	DESCRIPTION
1	3/18/22	LAYOUT UPDATE

PROFESSIONAL CERTIFICATION

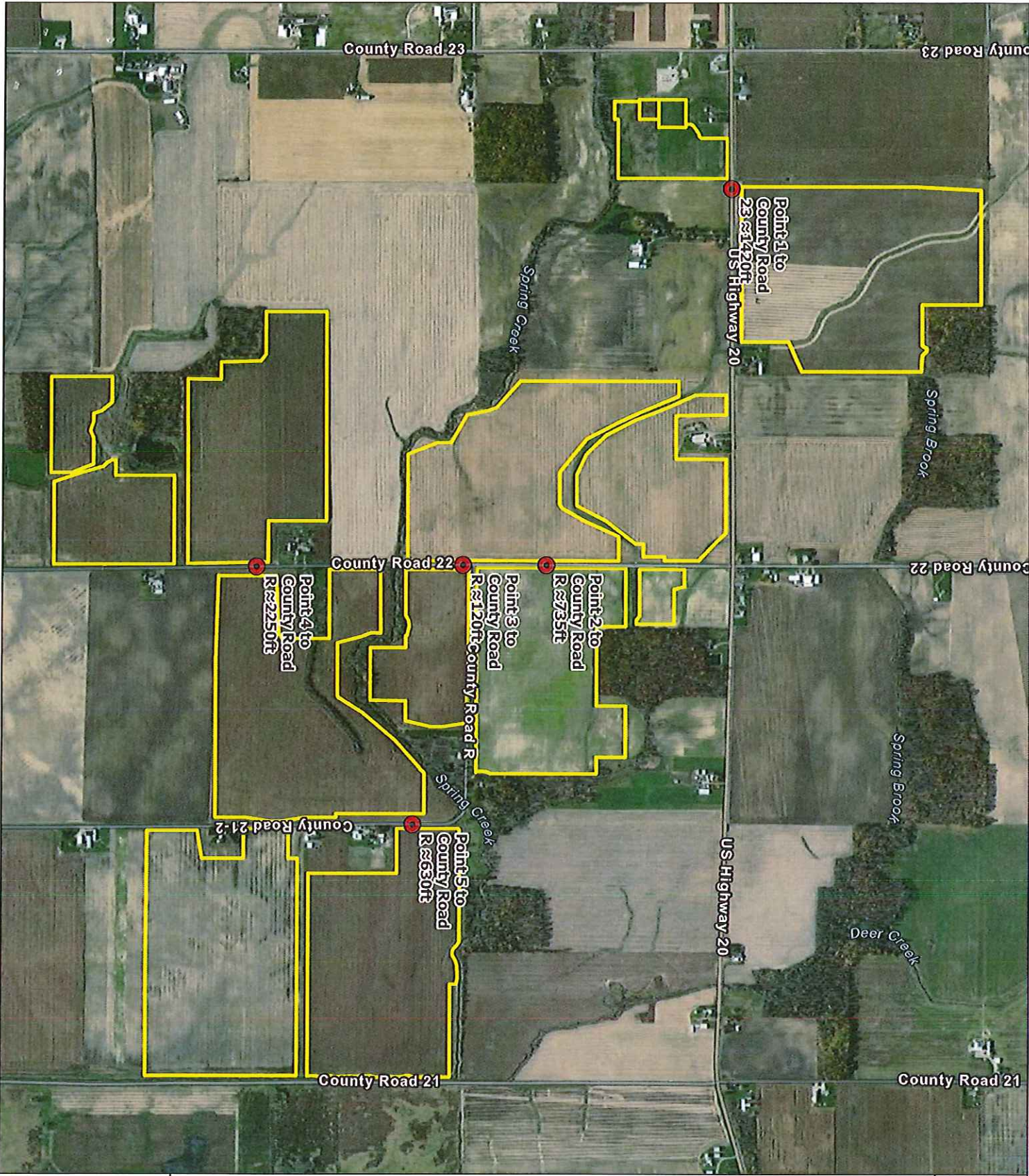
PRELIMINARY NOT FOR
CONSTRUCTION OR PROCUREMENT

DRAWN BY
DG/CL/AF
CHECKED BY
BJ/NW
DATE
2022.03.18
PROJECT #
2022-013

SHEET NAME
ARCHE MV CROSSINGS

SHEET NUMBER
EXHIBIT DD

Arche Solar - MV Cables in Public ROW

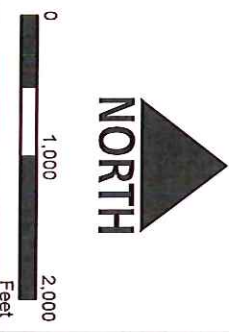


Lightsource BP, advancing solar



Arche Solar
Fulton County, OH
Date: May 5, 2022

- Legend**
- MV Cables intersecting in Public ROWs according to McCarthy 60% Design
 - OPSB Permit Boundary



PERMIT TO OCCUPY TOWNSHIP ROAD RIGHT OF WAY
FULTON COUNTY, OHIO

GORROW 2022-004

I hereby request permission to install and/or maintain Collection Line Cables along
and/or under the right-of-way of Road 21-2, .11932 miles, South from Road R
(Distance) (Direction)

The Permittee agrees to pay for any and all damages to the road rights-of-way including ditches, tile drains, drainage structures, pavements, bridges, culverts and other appurtenances that are the result of the proposed installation activity or damages to the right-of-way that may be caused by any future maintenance or repairs of their facilities. The contractor shall be responsible to return the landowners' frontage to its original condition or better. It is understood that a bond may be required in an amount determined by the County Engineer to cover all damages that may accrue as a result of the installation or maintenance activity proposed.

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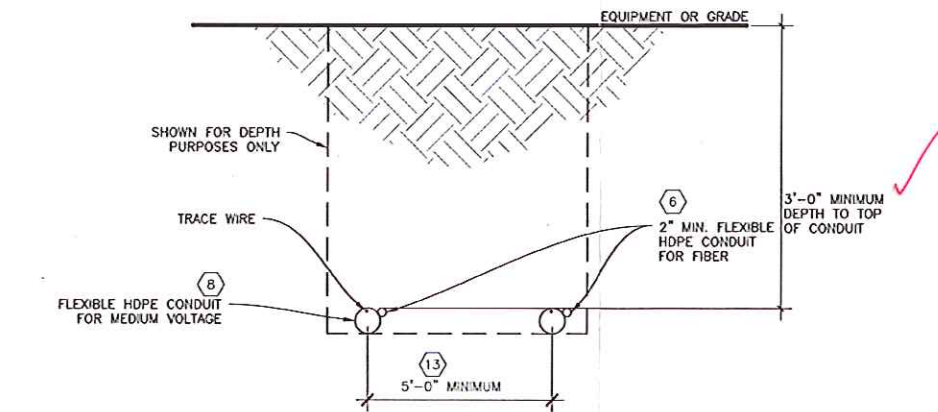
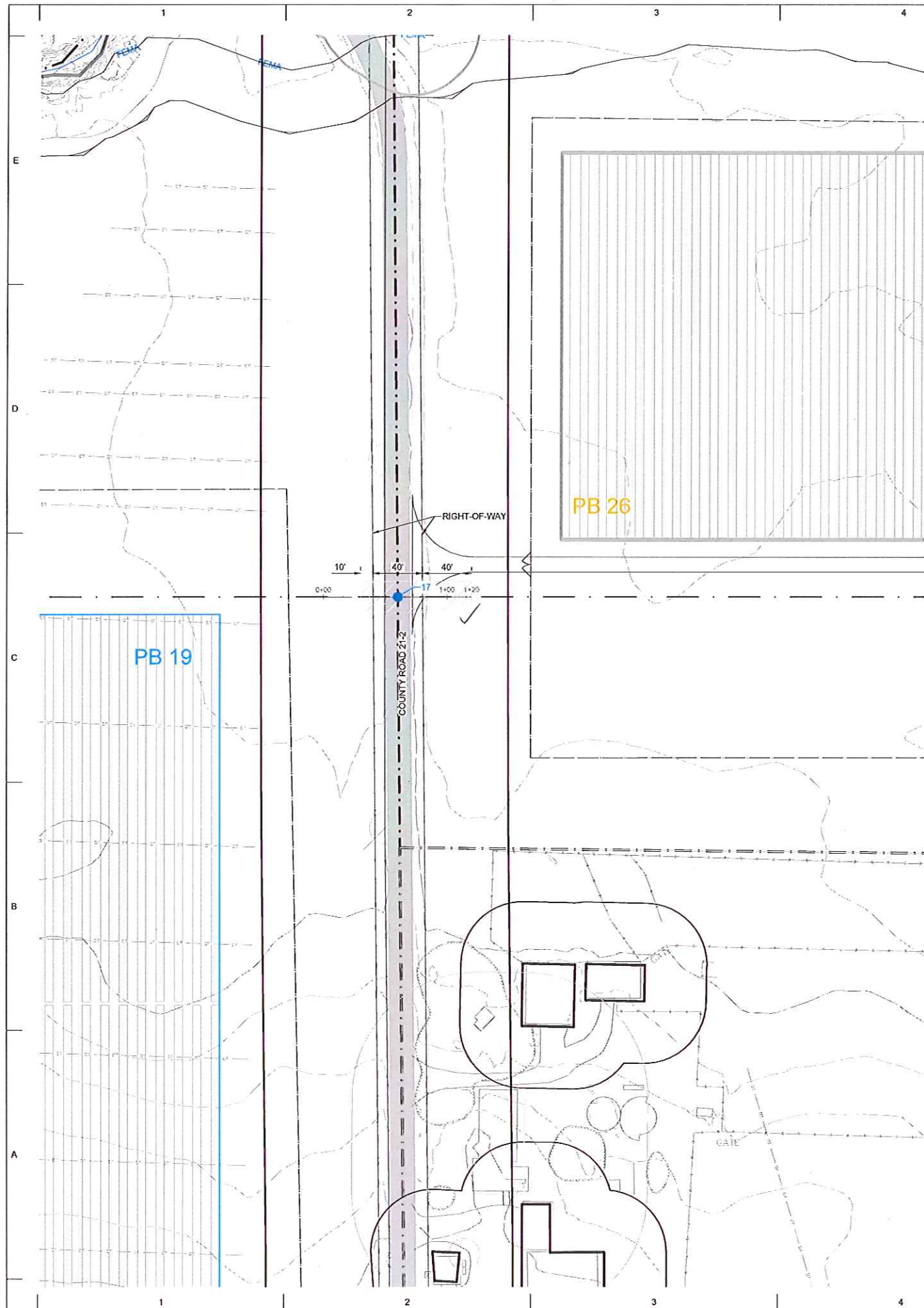
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Appropriate plans, specifications, maps and schematic drawings are attached.

****Approval may take up to 3 weeks****

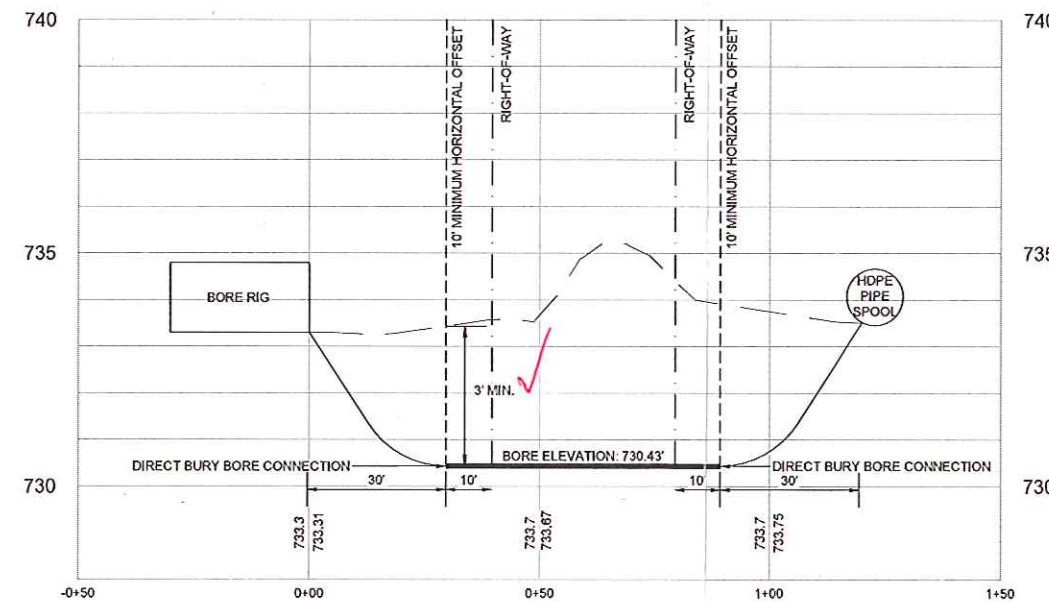
Permittee Signature: [Signature] Approval: GORHAM Township Trustees
Permittee Name: Arche Energy Project, LLC [Signature] 7/18/22
Company Name: Arche Energy Project, LLC [Signature] 07-18-22
Address: c/o BP Alternative Energy North America, Inc. [Signature] 7-18-22
201 Helios Way, 3rd Floor, Houston, TX 77079 Approval: [Signature] Date: 7/20/22
Phone/Fax: _____ Fulton County Engineer, Representing the
Bond required: _____ Amount: \$ RUMA Board of Fulton County Commissioners
Special Conditions attached _____

PL
6/30/22

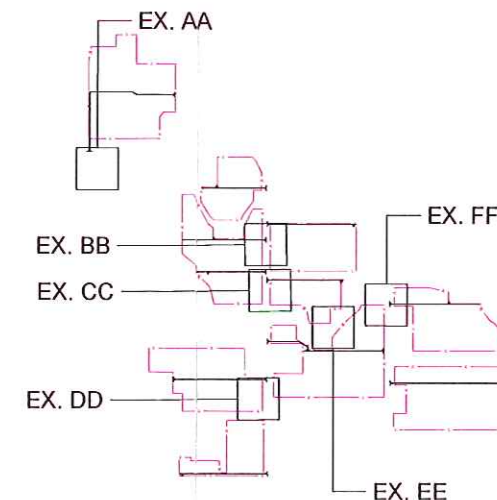


MV - DIRECTIONAL BORE SECTION
SCALE: NTS
1 MCCALMONT TRENCH CROSSING DETAILS
NOT TO SCALE

CR 21-2 F-F CROSSING (-0+50 to 1+50)



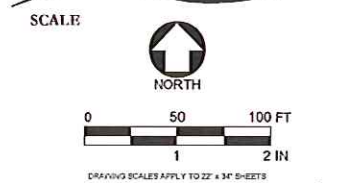
2 MV CABLE AT SPRING CREEK CROSSING #17
NOT TO SCALE



CLIENT
**PROJECT
ARCHE SOLAR**

LOCATION
**FULTON COUNTY
FAYETTE, OH**

SUBMITTAL
60% SUBMITTAL



#	DATE	DESCRIPTION
1	3/18/22	LAYOUT UPDATE

PROFESSIONAL CERTIFICATION

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DRAWN BY
DG/CL/AF
CHECKED BY
BJ/NW
DATE
2022.03.18
PROJECT #
2022-013

SHEET NAME
ARCHE MV CROSSINGS

SHEET NUMBER
EXHIBIT FF

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

9/7/2022 2:27:32 PM

in

Case No(s). 20-0979-EL-BGN

Summary: Notice of Compliance with Condition No. 24 - Transportation
Management Plan electronically filed by Teresa Orahod on behalf of Dylan F.
Borchers