

## BEFORE THE OHIO POWER SITING BOARD

- - - - -

In the Matter of the :  
 Application of Scioto :  
 Farms Solar Project, :  
 LLC for a Certificate :  
 of Environmental : Case No. 21-868-EL-BGN  
 Compatibility and :  
 Public Need for the :  
 Construction of a :  
 Solar-Powered Electric :  
 Generation Station in :  
 Wayne Township, :  
 Pickaway County, :  
 Ohio. :

- - - - -

## VIDEOTAPED DEPOSITION OF THOMAS E. EBENHACK

- - - - -

Taken at Bricker & Eckler LLP  
 100 South Third Street  
 Columbus, OH 43215-4291  
 February 15, 2023, 3:32 p.m.

- - - - -

Spectrum Reporting LLC  
 400 S. Fifth Street, Ste. 201  
 Columbus, Ohio 43215  
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## A P P E A R A N C E S

ON BEHALF OF SCIOTO FARMS SOLAR PROJECT, LLC:

Bricker & Eckler LLP  
100 South Third Street  
Columbus, OH 43215-4291  
By Sommer L. Sheely, Esq.

ON BEHALF OF INTERVENORS SCARLETT EBENHACK, THOMAS  
EBENHACK, WESLEY EBENHACK, SUZANNAH EBENHACK AND  
THOMAS J. EBENHACK:

Van Kley Law, LLC  
132 Northwoods Boulevard, Ste. C-1  
Columbus, OH 43235  
By Jack Van Kley, Esq.

ALSO PRESENT:

Michael Lane - Videographer  
Jim Woodruff  
Harry Rubin  
Wesley Ebenhack  
Scarlett Ebenhack

Wednesday Afternoon Session

February 15, 2023, 3:32 p.m.

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S T I P U L A T I O N S

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It is stipulated by counsel in attendance that the deposition of Thomas E. Ebenhack, an Intervenor herein, called by the Petitioner for cross-examination, may be taken at this time by the notary pursuant to notice and subsequent agreement of counsel, that said deposition may be reduced to writing in stenotypy by the notary, whose notes may thereafter be transcribed out of the presence of the witness; that proof of the official character and qualification of the notary is waived.

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## I N D E X

Examination By	Page
Ms. Sheely - Cross	5
Mr. Van Kley - Direct	77

Exhibits	Page
Exhibit 1 - Direct Testimony of Thomas E. Ebenhack	14
Exhibit 2 - Map	17
Exhibit 3 - Letter to OPSB from T.E. Ebenhack	25
Exhibit 4 - Letter to Pelanda from T.E. Ebenhack	40
Exhibit 5 - Letter to Baldridge from T.E. Ebenhack	48
Exhibit 6 - Memorandum of Lease Option Agreement, 3/2/18	53
Exhibit 7 - Assignment and Assumption Agreement, 12/17/19	55
Exhibit 8 - Memorandum of Land Lease and Solar Easement, 1/29/21	57
Exhibit 9 - Termination of Lease Option Agreement, 4/13/21	58
Exhibit 10 - First Amendment to Memorandum of Land Lease and Solar Easement	59
Exhibit 11 - Corrective Recording in Ross County, Ohio, 12/6/22	60

(Original exhibits returned to Ms. Sheely.)



1 THE VIDEOGRAPHER: The following  
2 deposition of Thomas Ebenhack is being taken on  
3 February 15th, 2023, at 100 South Third Street,  
4 Columbus, Ohio, in the matter of the Application  
5 of Scioto Farms Solar Project, LLC, et cetera,  
6 before the Ohio Power Siting Board, Case  
7 No. 21-868-EL-BGN.

8 The court reporter is Mary Bradley and  
9 the videographer is Michael Lane. This deposition  
10 is being recorded by Spectrum Reporting LLC.

11 We're on the record at 3:32. Will  
12 counsel please announce their presence.

13 MS. SHEELY: Sommer Sheely with Bricker  
14 & Eckler on behalf of Scioto Farms Solar Project,  
15 LLC.

16 MR. VAN KLEY: Jack Van Kley, Van Kley  
17 Law on behalf of the Ebenhacks.

18 - - - - -

19 THOMAS E. EBENHACK  
20 being first duly sworn, testifies and says as  
21 follows:

22 CROSS-EXAMINATION

23 BY MS. SHEELY:

24 Q. Good afternoon, Mr. Ebenhack. My name

1 is Sommer Sheely. I am a lawyer with the law firm  
2 Bricker & Eckler, and I represent the Scioto Farms  
3 Solar Project, LLC relative to its application in  
4 this proceeding before the Ohio Power Siting  
5 Board.

6 Are you familiar with that proceeding  
7 generally?

8 A. Generally.

9 Q. And you are an intervenor in that  
10 proceeding?

11 A. Correct.

12 Q. Okay. Can you please state your full  
13 name for us?

14 A. Thomas Emmett Ebenhack.

15 Q. And is it Dr. Ebenhack?

16 A. Yes. I'm a DVM.

17 Q. Okay.

18 A. Doctor of Veterinary Medicine.

19 Q. I apologize. I previously called you  
20 Mr. I'll try to remember to call you doctor from  
21 now on.

22 A. That's okay.

23 Q. Can you give me basically your  
24 educational background beginning with high school?

1 A. I went to Circleville High School.  
2 Then went on to Ohio State University for one year  
3 at their branch college in Chillicothe. I  
4 transferred to Ohio State. I went one more year  
5 undergrad. And then applied to the college of  
6 veterinary medicine at Ohio State, which I was  
7 there for four years.

8 Q. Okay. When did you graduate?

9 A. I graduated in 1974 from Ohio State  
10 University. 1968 from Circleville High School.

11 Q. And what degree did you obtain from  
12 Ohio State University as an undergraduate?

13 A. Well, it was in absentia, I think is  
14 what they call it, since it wasn't four years.  
15 Veterinary college did not, at that time, require  
16 a full Bachelor's degree.

17 Q. And you then -- and from the veterinary  
18 school you have a Doctor of Veterinary Medicine?

19 A. Correct.

20 Q. Have you -- once you obtained your  
21 Doctor of Veterinary Medicine degree from Ohio  
22 State, did you attend any other postgraduate  
23 activities or any additional degree?

24 A. No other degree, no. Just --

1 Q. Did you --

2 A. -- just yearly continuing education.

3 Q. Did you have to obtain a license to  
4 become a veterinarian as well?

5 A. I had to pass an, oh, a state board  
6 type exam. Then I had to get a license from the  
7 government to do health certificates and such. So  
8 I have that license plus the license from the Ohio  
9 State -- Ohio -- let's see, the Ohio Veterinary  
10 Board of Licensing, I think.

11 Q. When did you first get those licenses?

12 A. 1974, as soon as I graduated.

13 Q. And have you maintained them  
14 continuously --

15 A. Yes.

16 Q. -- thereafter?

17 And I didn't do a whole lot to give you  
18 a background on this. Have you given a deposition  
19 before by chance?

20 A. I have done work for the Ohio State  
21 Racing Commission. I've been at hearings. I'm  
22 not sure that I really did a deposition.

23 Q. Okay. Just a couple of ground rules so  
24 that I make sure I don't skip that part. I'll ask

1 questions, you'll have an opportunity to answer.  
2 So that our court reporter can take them down,  
3 it's important to speak one at a time so that I  
4 can fully finish my question and you can fully  
5 finish your answer. And I have to say your son  
6 did wonderfully at that, so we've been having a  
7 good day in that regard so far.

8 If there is any question you don't  
9 understand, either because you didn't hear it or  
10 I've asked a bad question or anything, please just  
11 ask me to clarify and I'll be happy to do that.

12 A. Okay.

13 Q. If you do answer a question, then I  
14 will assume that you've understood it. Is that  
15 fair?

16 A. Correct. Yes.

17 Q. Okay. If you need a break at any time  
18 other than if there is a question pending right  
19 then, I would be happy to take one, so just let me  
20 know.

21 A. Okay.

22 Q. Is there anything that you are aware of  
23 today health or medication or anything else, and I  
24 ask this of every witness, that would prevent you

1 from answering the questions fully and truthfully?

2 A. No.

3 Q. Okay. Once you obtained your  
4 licensure, did you practice as a veterinarian?

5 A. Yes, I've practiced ever since.

6 Q. And has that been your sole  
7 professional activity since you became a  
8 veterinarian?

9 A. Yes.

10 Q. Are you a farmer?

11 A. I have a pharmacy license.

12 Q. Okay. Are you a farmer, as in  
13 agriculture?

14 A. Oh, farmer? I'm sorry.

15 Q. That's okay.

16 A. I thought you said pharmacy. I --

17 Q. It fits more with your profession than  
18 what my question probably did.

19 A. I worked on the farm for my father.  
20 And after going to college and being a  
21 veterinarian, I've done some part-time work as a  
22 farmer.

23 Q. What kind of --

24 A. I'm still doing hay off of our farm. I

1 have done little other things, like raise indian  
2 corn. Help my son with their project.

3 Q. How many acres of land do you and your  
4 wife own in Pickaway County?

5 A. Pickaway County?

6 Q. Yes.

7 A. The -- wait a minute. The two farms  
8 together are 482 acres. The one farm is 252 acres  
9 in Ross County with 40 acres from the other farm.  
10 So that would be 292 acres in Ross County and the  
11 remainder in Pickaway County. And there's tenths  
12 that I don't remember.

13 Q. And of all the acreage you just  
14 described, are the owners of that acreage yourself  
15 and your wife together?

16 A. My wife and I own all but -- our sons  
17 have a small portion in the 29-acre plot adjacent  
18 to the project.

19 Q. Okay. So if we --

20 A. That's the only exception.

21 Q. Okay. So any of the remaining acreage  
22 that we're talking about, that would be owned by  
23 yourself and your wife?

24 A. Correct.

1 Q. So by my back of the envelope math,  
2 it's about 180 acres in Pickaway -- 190 acres in  
3 Pickaway County, does that sound right?

4 A. Should be 29, 20 and 40 off the -- 140  
5 in the last section.

6 Q. That adds to be 199. So we're within  
7 10 acres?

8 A. That should be in the right vicinity.

9 Q. Okay. We've talked a little bit about  
10 the Yellowbud project that I know you were here  
11 for the end of Wesley's deposition a minute ago.

12 But I wanted to just talk about how you  
13 were using the land, other than the 29-acre plot  
14 in Pickaway County, before you signed on for that  
15 project.

16 Was that land being cultivated for  
17 agriculture at all?

18 A. All the land was cultivated for  
19 agriculture except the wooded areas and, well,  
20 barn areas, buildings.

21 Q. And did you farm any of that or was  
22 that done by farmers who worked on the land?

23 A. If you go way back, I helped my father  
24 farm it. Then we had tenant farmers doing it.



1 Right now we're cash renting to Metzgers, the crop  
2 land.

3 Q. When's the last time you personally  
4 were participating in farming the land?

5 A. Well, it depends if you wish to count  
6 me doing hay, I'm still doing it.

7 Q. Is the hay on that land or is it on the  
8 30-acre plot?

9 A. The hay would be on one section of the  
10 29-acre one and one section on the 180-acre of  
11 the -- what I call the Ebenhack Farm. And there's  
12 around 8 acres that is still out of the project  
13 next to the Yellowbud project. Nice and  
14 complicated.

15 Q. I'm working on learning the things.  
16 Thank you for helping me with that.

17 The Metzger is currently the only --

18 A. Rent.

19 Q. -- cash rent -- cash renters for any of  
20 the property?

21 A. Correct.

22 Q. And how long has that arrangement been  
23 in place?

24 A. Two years. Or for two crops, whatever.

1 Q. I might have to go back just a bit more  
2 than that. Before that arrangement, who -- did  
3 you have a tenant farmer?

4 A. Shaw brothers farmed. And it was what  
5 we call a 50/50 halves.

6 Q. And so how long had they been under  
7 that arrangement?

8 A. Dad died in '71, I think two years -- I  
9 would say 1975, approximately, to two years.  
10 Well, that started with their father and then  
11 evolved into them.

12 - - - - -

13 Thereupon, Exhibit 1 is marked for  
14 purposes of identification.

15 - - - - -

16 Q. Can you take a look at this document  
17 here in front of you, it's been marked Exhibit 1.

18 You can take time to review it if you  
19 need to. Does this look familiar to you?

20 A. Oh, yes.

21 Q. Okay. Is this your direct testimony  
22 that was filed with the OPSB?

23 A. Correct.

24 Q. Did you help to prepare this testimony?

1 A. I dictated it to our attorney.

2 Q. Do you know of anything right now in  
3 here that needs to be corrected or updated?

4 A. Well, without reading every bit of it,  
5 it looks like it should be correct.

6 Q. I just have a few questions about it.  
7 There is a reference on page 3 at  
8 question 9, it's right in the middle about the  
9 events barn.

10 A. Yes.

11 Q. Do you know who paid for the  
12 construction and improvements on the events barn?

13 A. Who paid for it?

14 Q. Yeah.

15 A. It was a mixture, my son Wesley and my  
16 wife and I.

17 Q. Do you recall the approximate cost to  
18 renovate or construct that building?

19 A. The honest answer is my wife signed  
20 everything, even though it was from us, so I don't  
21 know.

22 Q. If we look at Exhibit A to your  
23 testimony, do you recognize that?

24 A. This?

1 Q. Yes.

2 A. Yes.

3 Q. Did you participate in taking this  
4 petition around for people to consider it and sign  
5 it?

6 A. Yes.

7 Q. Did you provide information to those  
8 people about the project?

9 A. You want the correct answer, it would  
10 be that I did a lot of names, the exact details  
11 are a little hard, but normally what I would say,  
12 do you know about the project? Are you  
13 interested? And are you opposed to it? And if  
14 they were, I would ask them if they would sign.

15 Q. Okay. And if you came across someone  
16 who didn't know about it, did you provide  
17 information to them?

18 A. To the best of my knowledge, I don't  
19 think I ever had to.

20 Q. Were there people who declined to sign  
21 the petition?

22 A. One of the people that lived on 104  
23 that had the new houses, Christine, I went up to  
24 ask her about signing, because she had been so

1 adamant against it at our meeting, I assumed she  
2 would. And on asking her, she said no, I want --  
3 I'm keeping my options open. I know what I assume  
4 from that, but that's an assumption. So she  
5 declined.

6 Q. What did you say her name was?

7 MS. EBENHACK: Christine.

8 A. Christine.

9 MS. EBENHACK: Kristin.

10 A. Kristin.

11 Q. You actually can't answer for him. I  
12 know you're just helping.

13 Was it Kristin?

14 A. Kristin.

15 Q. Okay.

16 A. I'm not a good name person.

17 She has a house on 104 -- State Route  
18 104.

19 Q. Can I mark this Exhibit 2? This is  
20 going to be 2.

21 - - - - -

22 Thereupon, Exhibit 2 is marked for  
23 purposes of identification.

24 - - - - -

1 Q. Do you recognize what this is?

2 A. Let me get my bearings. Looks like  
3 this should be the Yellowbud project.

4 Q. Yeah. Does this look like the layout  
5 for the Yellowbud project --

6 A. Yes.

7 Q. -- to you?

8 A. Yes.

9 Q. If you would just let me finish my  
10 question so --

11 A. Oh.

12 Q. -- we have one at a time. That's okay.

13 A. I'm sorry.

14 Q. It happens all the time.

15 Okay. Are you able on this map to  
16 identify the acreage that is yours that's part of  
17 this project area?

18 A. According to our contract, I think it's  
19 222 acres. Goes along Ebenhack Road to where  
20 there's a little cutout section of the wooded  
21 area. And then it zigzags and goes back. I mean,  
22 I can point it out if you wish.

23 Q. Let's try this if you would.

24 Whatever's easier, a pen or one of these

1 highlighters, would you be able to outline it on  
2 the map?

3 A. I'm not sure if that's showing as good.  
4 Let's try this one. Yeah, I think that one's  
5 better. Now, do you want me to try to cut out the  
6 wooded area that is excluded from it?

7 Q. If it's your property, let's leave it  
8 in. If it's not --

9 A. Okay.

10 Q. -- then --

11 A. All right. They don't show the break.  
12 I'll have to be approximate on this one.

13 Q. Okay.

14 MR. VAN KLEY: Do that on mine, too.  
15 It's the same thing, just do the same markings so  
16 that I have a copy of it.

17 A. This section here, these are two  
18 properties, and I don't know the -- it's  
19 approximately half and half. And I probably  
20 didn't do quite half. I'm sorry.

21 Q. You're talking about the portion right  
22 in the middle there --

23 A. Yes.

24 Q. -- where we can't follow --

1 A. Right.

2 Q. -- a clean line?

3 A. The other section belongs to the Dunlap  
4 estate, my cousin who passed away.

5 Q. Is your residence visible on this map?

6 A. It's right here.

7 Q. Can you circle it for me?

8 A. I used the blue pen on that.

9 Q. So you have trees surrounding your  
10 home?

11 A. Uh-huh.

12 Q. Can you see the panels from your home?

13 A. Oh, yes.

14 Q. Can I use that one more second? Thank  
15 you.

16 And my understanding from your  
17 testimony is that you are unable to provide  
18 testimony in some respects about the Yellowbud  
19 project because the project does not want you to?

20 A. Yes.

21 Q. Is that correct?

22 A. They threatened to sue me.

23 Q. Okay. So if you hit the line where you  
24 can't answer a question, just let me know, but I'm



1 hoping to be asking questions that should not be  
2 problematic for that.

3 When you signed up for the Yellowbud  
4 project, which other -- did you know of other  
5 landowners who were signed up at that time?

6 A. Yes, the, oh, Gearharts had signed up  
7 some of their property and the Metzgers had signed  
8 up some of their property.

9 Q. Do you know about how many acres were  
10 already signed up?

11 A. Should have been around 500, maybe 600.  
12 I don't think I knew the exact number.

13 Q. Did you know of the total acreage or  
14 approximately that the project --

15 A. We heard --

16 Q. -- was --

17 A. Seven.

18 Q. One second, if you wouldn't mind.

19 A. I'm sorry. I'm sorry.

20 Q. That's okay. That's okay. It's very  
21 natural to do. It's no problem.

22 The total acreage that the project was  
23 looking to get under lease for the Yellowbud  
24 project?

1       A.           I understood it to be like 700, maybe a  
2       little more.

3       Q.           Did you think that there were going to  
4       be additional landowners signed up after you did?

5       A.           Not really, no.

6       Q.           Did you personally have conversations  
7       with neighbors about the fact that you were going  
8       to sign land up to be part of the project?

9       A.           Yes.

10      Q.           How many neighbors did you speak with?

11      A.           I talked with Metzgers. Well, the one  
12      sister-in-law I chatted with as far as the  
13      Gearharts. I talked to Shaws who farmed the  
14      farms. I'm forgetting somebody. I did not know  
15      the -- how to get ahold of the one farm that was  
16      in a set-aside, so I did not talk to them. And  
17      Klines I called a couple times and never got an  
18      answer, and considered that they were absentee,  
19      they probably really didn't care. I dropped it.  
20      So I talked to about two-thirds of them maybe,  
21      something like that.

22      Q.           Two-thirds of the people who --

23      A.           Are adjacent to me.

24      Q.           To your property --

1 A. Yeah.

2 Q. -- that you were signing up?

3 A. Yeah.

4 Q. What about neighbors who were adjacent  
5 to other parts of the land that were under lease  
6 or --

7 A. Well, at the time I didn't know, so  
8 most of them I did not. I think a couple of them  
9 I did just out of curiosity.

10 Q. In the course of any conversations that  
11 you had with adjacent neighbors, did anybody say  
12 they opposed the project?

13 A. No.

14 Q. Do you think that any of them should  
15 have been able to tell you one way or the other  
16 whether you could or couldn't sign up?

17 A. I don't --

18 MR. VAN KLEY: Objection.

19 Go ahead and answer.

20 MS. SHEELY: What's the grounds so I  
21 understand?

22 MR. VAN KLEY: I think it's vague.

23 MS. SHEELY: Okay.

24 Q. Do you -- I'll rephrase it so it's

1 hopefully less vague.

2 Do you think your neighbor has the  
3 right to tell you whether or not you can sign a  
4 lease agreement to be part of a solar project?

5 A. Right -- if you say it right, I would  
6 say no. Would I consider their opinion?  
7 Definitely.

8 I can tell you one thing, my wife may  
9 yell at me for talking beyond, but one of the  
10 discussions was with the farmer Donny Shaw. And  
11 if he said this would hurt me, I would never have  
12 signed it.

13 \* \* \* \* \*

14 (Testimony given at this point has been designated  
15 confidential attorneys' eyes only and has been  
16 bound separately.)

17 \* \* \* \* \*

18 MR. VAN KLEY: Is Wesley out there with  
19 you?

20 MR. RUBIN: What?

21 MR. VAN KLEY: Was Wesley out there  
22 with you?

23 MS. SHEELY: We can go off.

24 THE VIDEOGRAPHER: We are off the

1 record. The time is 4:01.

2 (A recess is taken.)

3 (Mr. W. Ebenhack entered the room.)

4 THE VIDEOGRAPHER: We are back on the  
5 record. The time is 4:04.

6 - - - - -

7 Thereupon, Exhibit 3 is marked for  
8 purposes of identification.

9 - - - - -

10 Q. I believe Exhibit 2 -- 3.

11 Do you recognize Exhibit 3?

12 A. Uh-huh, yes.

13 Q. Is this a letter that you wrote and  
14 submitted to the Ohio Power Siting Board?

15 A. Uh-huh.

16 Q. Yes?

17 A. Yes.

18 Q. Sorry, you have to say yes or no --

19 A. I'm sorry. Yes.

20 Q. -- as opposed to "uh-huh."

21 And the date on it is April 21st, 2022,  
22 the stamp on the side of it. Do you see that?

23 A. Yeah.

24 Q. You have to turn it a little bit

1       sideways.

2       A.           Okay. That sounds about right.

3       Q.           Did you have -- did you draft this  
4       letter yourself?

5       A.           Yes.

6       Q.           Did you have any help drafting it?

7       A.           No.

8       Q.           This would have been after you  
9       intervened as the party in the case, correct?

10      A.           I don't remember when that was.

11      Q.           If I told you you intervened on  
12      March 11th, 2022, does that sound right?

13      A.           It's -- yes.

14      Q.           A couple of questions about this. You  
15      did not disclose in this particular letter that  
16      you are a participating landowner in the Yellowbud  
17      project, correct?

18      A.           I don't think so. I don't think so.

19      Q.           Okay. So you said that the Yellowbud  
20      project is on the south side. And if you approve  
21      the Scioto project, my family will be sandwiched  
22      between them.

23                   That's the second sentence there. Do  
24      you see where that is?

1 A. Yes.

2 Q. Okay. Did you consider disclosing that  
3 you're a participating landowner in Yellowbud in  
4 this letter to the OPSB?

5 A. I assumed the Ohio Siting part -- Board  
6 would know.

7 Q. So did you think about it and choose to  
8 leave it out, or did not think about it?

9 A. For the most part I would say I didn't  
10 think about it. I said I assume that they would  
11 know. And it didn't change the fact that I would  
12 be sandwiched between two.

13 Q. Close to the bottom you said here: I  
14 talked to a board member of an electric company.

15 A. Correct.

16 Q. Who did you speak with?

17 A. Tom Lamb.

18 Q. And what electric company?

19 A. South Central Power.

20 Q. What's the footprint of that company?

21 A. I'm sorry, footprint? I don't  
22 understand.

23 Q. Where are they?

24 A. They supply my electric.

1 Q. Okay.

2 A. They have a solar project in Fairfield  
3 County.

4 Q. You said South Central Power?

5 A. South Central Power.

6 Q. Okay. In the following paragraph you  
7 indicated: I called the Ohio Department of  
8 Natural Resources to ask about studies on how  
9 solar projects affect wildlife, especially deer.

10 A. Yes.

11 Q. Who did you speak to?

12 A. If I knew her name at the time, I do  
13 not know it now. It was a female that -- what I  
14 can tell you was when I called the department, I  
15 said I wanted to talk to somebody that is expert  
16 or is in the know on deer. They said there were  
17 two of them. And it was a female that I talked  
18 to.

19 Q. And that person said that there aren't  
20 any studies to provide?

21 A. They said -- they said there was no  
22 studies and they had been looking for them. They  
23 were already on the alert about it.

24 Q. And you said, I called both Department



1 of Health and EPA to ask about any health issues.

2 A. Yes.

3 Q. Like what studies of any contamination  
4 of the soil and water, especially in 5, 10, 20,  
5 25 years, not just brand new panels.

6 Do you see where that is?

7 A. Yes.

8 Q. Okay. Who did you speak with at  
9 Department of Health?

10 A. At that time, I would say I was  
11 agitated, I did not even ask who it was. It was a  
12 female again.

13 Q. Did you get any information responsive  
14 to your questions?

15 A. She said no studies whatsoever.

16 Q. Did you speak with someone at EPA?

17 A. That was EPA that told me that. I'm  
18 sorry.

19 Q. That's okay.

20 So EPA, spoke to a female, they said no  
21 studies?

22 A. Right.

23 Q. Was that Ohio EPA I assume?

24 A. Ohio EPA.

1 Q. How about Department of Health?

2 A. Department of Health, I asked them and  
3 they basically said, we only deal with  
4 contaminated wells and this is not our area. You  
5 need to talk to EPA.

6 Q. So did not provide studies?

7 A. Didn't provide me anything.

8 Q. At the bottom here, looks like there's  
9 a note?

10 A. Yes.

11 Q. Is that your handwriting?

12 A. Yes.

13 Q. Are those your initials at the end  
14 there?

15 A. Correct.

16 Q. Is that T.E.?

17 A. Yes. It's easy to know it's mine, I  
18 have lousy handwriting.

19 Q. On the next page of this there is what  
20 looks like an article --

21 A. Correct.

22 Q. -- called Energy Security?

23 A. Uh-huh.

24 Q. Did you provide this along with this

1 letter?

2 A. Correct.

3 Q. Why did you provide this document?

4 A. It was to go along with the statement  
5 from Tom Lamb about that solar energy has problems  
6 as the underlined section says, unfortunately it's  
7 not simply realistic in the next 20 to 30 years.  
8 And I underlined the aspect of the term  
9 intermittent. Tom used the term undependable.

10 Q. Do you know how the energy for South  
11 Central Power is currently supplied?

12 A. They purchase it. To say I know  
13 details, all I can tell you is what I know that  
14 they do not have I think a coal burning facility  
15 or anything. They do have one solar facility  
16 because Tom told me they did.

17 Q. Do you know the author of this article  
18 Pat O'Loughlin?

19 A. Personally, no. He's the president of  
20 the Ohio Electric Co-ops.

21 Q. Are you familiar with that organization  
22 personally?

23 A. I receive their magazine, I'm not sure  
24 monthly. I know I receive it multiple times a

1 year. Aside from that, no.

2 Q. On the back here, the last page --

3 A. Yes.

4 Q. -- that's your handwriting at the top,  
5 too?

6 A. There are thousands, possibly millions  
7 of roofs that solar panels could go on and not  
8 lose good farmland that could produce the food we  
9 need even more.

10 Q. And this is a --

11 A. Out of the farm --

12 Q. That's okay. Thank you.

13 This is an article that came out of the  
14 Farm Journal?

15 A. Correct.

16 Q. Looks like March 2022?

17 A. That -- yes.

18 Q. And why did you provide this article  
19 with your letter?

20 A. For the section I underlined that says,  
21 this year, and then I skip, the world's going to  
22 need every bushel of U.S. -- bushel U.S. farmers  
23 can muster.

24 Q. Okay. Do you know Clinton Griffiths,

1 the editor of the Farm Journal?

2 A. I've seen his articles. That's it. So  
3 not personally.

4 Q. And Farm Journal is a publication that  
5 supports agriculture, correct?

6 A. Correct.

7 Q. Did you receive any response from any  
8 OPSB staff members to this letter?

9 A. No.

10 Q. Did you talk with OPSB staff members at  
11 any point in time?

12 A. I've called in and talked mainly to  
13 Matt Butler.

14 Q. What would you talk with Matt Butler  
15 about?

16 A. I talked to him several times. I know  
17 I talked to him about -- give me a moment -- the  
18 contamination issue. I talked to him about the  
19 potential of solar panels providing contamination  
20 that could be leached off into the ground and then  
21 eventually into the water source.

22 At which he replied, these panels are  
23 tested, they're sealed. And I came back to say,  
24 what about in 5, 10, 25 years? And he smiled and

1 answered, there's no studies. Which reaffirmed  
2 what I got from EPA.

3 Q. Have you done research about whether  
4 solar panels can leach chemicals into the ground?

5 A. I have reached out. I cannot find  
6 anything.

7 Q. When you say, "reached out," did you  
8 reach out places other than what we just talked  
9 about?

10 A. I've looked some online and not found  
11 anything. Can I go one step farther? The problem  
12 that upsets me is it doesn't appear anybody is.  
13 So we do not know the answer whether it will or  
14 will not. And with a 25-year commitment,  
15 probably, it's -- what happens in 10 years and  
16 they're leaching out contaminating our water  
17 source? It would be nice to have a study for  
18 long-term saying it's safe, but we don't have it.

19 Q. Where did the belief come from that  
20 they could leach in the first place, if you  
21 remember? Where did you first learn about an idea  
22 like that?

23 A. It was verbal, so I don't know if  
24 that's worth citing.

1 Q. Did someone tell you that that can  
2 happen?

3 A. I understood that there was a group  
4 that had said without documentation, which is why  
5 I started calling, that it would happen in about  
6 five years.

7 Q. Do you know who the group was?

8 A. I don't know.

9 Q. Is there a person associated with the  
10 group?

11 A. No.

12 Q. Was this Jim Thompson's group?

13 A. No. No.

14 Q. Did you do any research into things  
15 like whether there are electromagnetic field  
16 issues associated with solar projects?

17 A. I've read some.

18 Q. Online?

19 A. Online. In fact, I got one yesterday.

20 Q. How do you know whether one article you  
21 read is credible or whether it's not credible?

22 A. That is a worry. And the one I got  
23 yesterday was supposedly from the World Health  
24 Organization. And it made a definite statement

1       that there is health issues through people living  
2       around solar projects.

3       Q.           Did it say what the issues are?

4       A.           Fatigue, headaches, sleeping disorders.  
5       I think that was it.

6       Q.           Have you researched any other aspects,  
7       for example, any concerns with regard to fire  
8       safety?

9       A.           I came across articles online, a couple  
10      different sources. And I thought I provided those  
11      to the Ohio Power Siting Board. I thought those  
12      were also sent on to your office on a request  
13      that -- in San Bernardino Valley there was a fire  
14      caused by a bird flying in and contacting two of  
15      the panels setting the whole project on fire, and  
16      it destroyed the whole project, as well as some of  
17      the area around. The fire chief on there made a  
18      statement that they were unable to fight the fire;  
19      that they could only try to contain it from the  
20      edges.

21      Q.           Did you do any other research about  
22      fire safety other than what you were just  
23      describing?

24      A.           There was some other articles that I



1 didn't feel like pursuing because I did not get  
2 enough information on them. There were pictures  
3 showing at least another half dozen fires. I'm  
4 not a good person with the computer.

5 Q. Have you personally spoken with the  
6 Williamsport Fire Department?

7 A. I talked to one of their volunteers and  
8 my wife talked to the chief. Both going along  
9 with what was said by the fireman -- oh, fire  
10 department in California, San Bernardino, that  
11 they cannot fight the fire because it's an  
12 electric fire. And the comment that my wife  
13 received from the fire chief was: The only thing  
14 we can do is try to evacuate you.

15 Q. And you had said here: In addition we  
16 found that in California, there has been a problem  
17 of birds flying into solar panels that they think  
18 is water.

19 A. Yes.

20 Q. Okay. Do you -- do you have research  
21 on that topic?

22 A. My son found online pictures showing  
23 birds that had been injured by flying into the  
24 panels.

1 Q. Anything else?

2 A. The same time I looked and saw the  
3 thing from the World Health Organization, there  
4 was an article, and I don't know where it's from,  
5 basically saying that the birds think that they're  
6 a lake and fly into them. I was going to  
7 hopefully get that tracked down, but I ran out of  
8 time.

9 Q. Have you done any research about what  
10 recycling options exist for solar panels?

11 A. I tried to get ahold of information  
12 from one in Arizona and I have not succeeded.

13 Q. Are you familiar with the fact that in  
14 this case, the Scioto Farms project has indicated  
15 that it's only planning to use panels that pass  
16 environmental testing with regard to whether  
17 chemicals can leach?

18 A. I think I've heard this, but I don't  
19 know any details.

20 Q. If that were true, would that help to  
21 alleviate your concerns?

22 A. My understanding was there were still  
23 toxic agents inside the panels. Unless I'm  
24 misled, if there's still toxic agents still inside

1 the panels, any damage would seem like it would  
2 still leave a gray area.

3 Q. So it sounds like, no, you would still  
4 have a concern even if the panels passed the  
5 environmental testing?

6 A. Yes. Also this is not -- I don't know  
7 which panels the Scioto will use, but at the  
8 meeting that we had with the Yellowbud project,  
9 oh, gosh, I don't remember the date, it's been  
10 probably two months ago now, they brought up the  
11 subject, it was the landowners to the Yellowbud  
12 project. And the Yellowbud project personnel  
13 stated that they had talked with the Arizona  
14 company about recycling and that they would  
15 recycle the glass and aluminum out of that, only  
16 leaving the toxic substances.

17 That was the reason I was trying to  
18 reach out to the Arizona company and find out what  
19 happens to the toxic substances.

20 Q. And what was the outcome of that?

21 A. I haven't gotten ahold of anybody yet.

22 Q. So you don't know one way or the other  
23 what that process might be?

24 A. That's some of what worries me is not

1 knowing some of these answers.

2 - - - - -

3 Thereupon, Exhibit 4 is marked for  
4 purposes of identification.

5 - - - - -

6 Q. This will be Exhibit 4.

7 Do you recognize Exhibit 4?

8 A. Yes.

9 Q. Is this a letter that you drafted and  
10 sent to Dorothy Pelanda, the Ohio -- the director  
11 to the Ohio Department of Agriculture?

12 A. Yes.

13 Q. And do you recall when you sent this to  
14 Director Pelanda?

15 A. Oh, no. It would have been after the  
16 one on 4/21/22, but I do not remember exactly  
17 when.

18 Q. Do you know Director Pelanda?

19 A. No.

20 Q. Are you aware that she is a sitting  
21 member of the Ohio Power Siting Board as well?

22 A. That was the reason I sent it to her.

23 Q. And this was also posted on the OPSB  
24 docket in our case, correct?

1 A. Yes.

2 Q. A couple questions here about the  
3 content. Indicated here to her: The  
4 representatives -- I'm in the third sentence --  
5 the representatives said Ohio had mandated AEP to  
6 generate electric with solar.

7 Do you know if that part's true?

8 A. I've heard it from a number of sources,  
9 so I tend to believe it's true.

10 Q. The project should be sub Appalachia,  
11 south of Pickaway County.

12 Where did you learn that information?

13 A. That was from the representatives of  
14 the Yellowbud project when they were trying to  
15 sell it to us.

16 Q. And what was the -- what was meant to  
17 be the positive of the fact that it would be sub  
18 Appalachia?

19 A. My understanding was it was because  
20 that would booster the economics to the counties  
21 needing it more.

22 Q. And would be thousand-acre project in  
23 Ross County?

24 A. That sounded like that would be the

1 most the acreage would be. Originally they told  
2 to us like 700 plus. And I thought well, it might  
3 -- maybe they would get something else. I didn't  
4 know. But I didn't -- I really didn't think it  
5 would be more, but that way I felt like I was  
6 safe. That it wouldn't be more than that, which  
7 it is.

8 Q. So was this letter sent in 2022?

9 A. Yes.

10 Q. And it was after you had entered leases  
11 with Yellowbud?

12 A. Yes.

13 Q. Is that fact disclosed in here that  
14 you're a participating landowner in Yellowbud?

15 A. Again, I may not have thought of it one  
16 way or the other.

17 Q. In the second paragraph -- so no, it's  
18 not disclosed in here, correct?

19 A. I don't think so.

20 Q. In the middle of the second paragraph,  
21 in Pickaway County alone, it sounds like the loss  
22 of 10,000 to possibly 20,000 acres of good  
23 farmland.

24 Do you agree that's not a correct

1 number?

2 A. There were rumors and that was what I  
3 was going on. Let's see, the Chipmunk project was  
4 supposed to be 3,500 acres. The one at Atlanta I  
5 thought -- I thought might be a couple thousand  
6 acres. And the Circleville project, I think was  
7 supposed to be more than a thousand acres. And  
8 then the Scioto project was supposed to be like a  
9 thousand acres. And there were rumors of several  
10 more projects that people had said at some of the  
11 meetings that they are hearing of farms being put  
12 under lease. So that's the reason this number  
13 seemed like it was a credible number at the time.

14 Q. And in reality, the number of acres for  
15 the projects that have sought approval in Pickaway  
16 County is far less --

17 A. Oh, yes.

18 Q. -- than 10,000, correct?

19 A. Well, not far less than the 10. I  
20 don't know what you added up.

21 Q. And you're aware that the Chipmunk  
22 project has withdrawn its application, correct?

23 A. Last I was able to find out, they said  
24 they were withdrawing, but had not done it

1 officially.

2 Q. Did you look at their docket on the  
3 OPSB Web site?

4 A. I'm sorry, what?

5 Q. Did you look at the docket on the --

6 A. I called and talked to --

7 Q. -- OPSB?

8 A. -- Matt Butler, he told me -- there's  
9 another thing I talked to him. He told me that  
10 it's not official dropped.

11 Q. In your experience around the  
12 community, did people oppose the Chipmunk project  
13 more than the other ones?

14 A. There's more people behind fighting it.

15 Q. And did they --

16 A. It's more populated.

17 Q. I'm sorry. I didn't mean to interrupt  
18 you.

19 A. It's just a more populated area.

20 Q. Okay. And it was a much larger  
21 project, correct?

22 A. A much larger project.

23 Q. Do you think that the breadth and  
24 intensity of opposition to the projects -- the



1 solar projects in the county went up once Chipmunk  
2 announced that it was going to build their  
3 project?

4 A. That's hard to say. I really sort of  
5 hate answering, because I'm not sure.

6 MR. VAN KLEY: Don't speculate.

7 A. Yeah.

8 MR. VAN KLEY: Answer the question --

9 A. I better say I don't know.

10 MR. VAN KLEY: -- to the extent of your  
11 knowledge.

12 Q. Okay. Looking at your letter here.  
13 End of the second paragraph it says: If this  
14 happens -- it's just right after the sentence I  
15 just read -- there will be farmers going out of  
16 business and there will be a ripple effect on the  
17 economy of the county, less seed, fertilizer,  
18 chemicals, farm equipment, and on to even less  
19 income for spending on local businesses.

20 A. Uh-huh.

21 Q. Did you do any work to attempt to, you  
22 know, quantify that or research that?

23 A. I talked to, oh, one of the companies  
24 that handles seed and fertilizer, and they agreed

1       that this could -- this would -- let's see, this  
2       would probably affect them.

3               It seems totally logical to them that  
4       if there's less acreage being farmed, there's  
5       going to be less seed, less fertilizer, less  
6       chemicals. And if the farmers aren't farming as  
7       much, then there should be less equipment.

8       Q.           Is it fair to say that any one of these  
9       projects in isolation probably wouldn't have drawn  
10      as much opposition as the whole group of them  
11      together did?

12      A.           Well, that would make sense.

13      Q.           Are you familiar with the percentage of  
14      cultivated land in Pickaway County that the  
15      acreage for this project represents?

16      A.           Percent-wise I better not say. It's  
17      small.

18      Q.           Do you have any less concern or  
19      opposition to this project if the Chipmunk solar  
20      project is not going to proceed?

21      A.           I think it will -- by -- by virtue of  
22      the Chipmunk project not proceeding, it will have  
23      less trauma on the farmers in this -- in  
24      supporting businesses in this community. I think

1 the Scioto project, if it doesn't go through, will  
2 have less impact on the farmers and their business  
3 and supporting businesses also.

4 Q. So as far as your opposition goes, is  
5 your -- your opposition to this project and to the  
6 other projects in Pickaway County is unchanged  
7 by --

8 A. It's --

9 Q. -- the fact that Chipmunk is not going  
10 to proceed?

11 A. I feel that Chipmunk not proceeding is  
12 one of a number of victories we want -- wish to  
13 have.

14 Q. Is it the goal to have zero additional  
15 solar facilities in Pickaway County?

16 A. Yes.

17 Q. Does that include rooftop solar?

18 A. No.

19 Q. Does it include fewer than 50 megawatt  
20 solar installations?

21 A. I'm opposed to even 50, yes.

22 Q. Okay. So if there --

23 A. However you worded that. I'm not sure.

24 Q. If there's a business that can install

1 a 10 megawatt facility on its own ground to  
2 provide its own power, are you opposed to that?

3 A. Especially if it doesn't impact the  
4 farmland, I'm not opposed.

5 Q. Okay. So in that instance, if that  
6 property were across the street from someone and  
7 they had to view the panels, would --

8 A. I would --

9 Q. -- that be part of your consideration?

10 A. Yes.

11 Q. So you might still be opposed?

12 A. Yes.

13 Q. Did you get any response from Director  
14 Pelanda's office to your letter?

15 A. No.

16 Q. Mark this one. I apologize. I don't  
17 have these copies stapled, I just ran them.

18 - - - - -

19 Thereupon, Exhibit 5 is marked for  
20 purposes of identification.

21 - - - - -

22 Q. This is Exhibit 5. Here's a paper  
23 clip.

24 Okay. Do you recognize this?

1 A. Yes.

2 Q. And is this something that was filed to  
3 the docket yesterday in the Scioto Farms case?

4 A. Uh-huh.

5 Q. Yes?

6 A. Yes. I'm sorry.

7 Q. Is this something that you drafted?

8 A. I drafted it myself.

9 Q. And this is addressed to Brian  
10 Baldridge, Ohio Director of Agriculture?

11 A. Correct.

12 Q. Why did you draft this?

13 A. To reinforce what I had sent before.  
14 We have a new director coming on.

15 Q. And so what's included in this packet  
16 generally?

17 A. Well, it's a redundancy of what we said  
18 about from the Farm Journal, and to support  
19 statements I had here in the letter. Biggest  
20 aspect was that it sounds like the world needs to  
21 be working on providing more food, especially for  
22 the future, but more food. And why should we be  
23 taking out good farmland for solar projects? Put  
24 them on other areas like strip mines that can't be

1       used for food production, rooftops.

2                   I also brought up about that there are  
3       other ways crops can do to reduce the carbon  
4       problem by replacing petroleum.

5       Q.           And you're relying on the content of  
6       these articles, right? To educate the director --

7       A.           Uh-huh.

8       Q.           -- about the topics you were just  
9       listing?

10      A.           Yes.

11      Q.           And do you know one way or the other  
12      whether these are credible, authoritative sources  
13      on these topics?

14      A.           Well, the Farm Journal I -- I think is  
15      credible. The one about the electric production  
16      for my solar panels on my barn is credible. I  
17      found a couple different sources saying the same  
18      thing about the soy beans being used by the tires  
19      and replacement for the pavement, so it seems like  
20      it should be credible.

21      Q.           And you didn't -- you're not an expert  
22      and didn't conduct independent research on these  
23      things, correct?

24      A.           No.

1 Q. The second, or I guess it's the third  
2 sentence of your letter here: The Scioto project  
3 will lose three good farms and hurt three farm  
4 families, since the owners are absentee landowners  
5 not farmers.

6 Who are the "lose three good farms"?  
7 Who are you referring to?

8 A. That would be the Tootles' farm, the  
9 Hattenburg[sic] farm and, oh, it's now called the  
10 Bennington & Associates or -- not associates,  
11 Bennington and all, I think.

12 Q. So essentially the farms of the three  
13 participating --

14 A. Right.

15 Q. -- landowners?

16 A. Yes.

17 Q. Hurt three farm families, who is that?

18 A. Bill Hamman farms the Bennington group.  
19 He does not have a large amount of farmland. This  
20 would be very severe to him. The Hatten farm and  
21 part of the Tootle farm are being farmed by the  
22 Metzgers. Metzgers have just lost 1,200 acres of  
23 land in Franklin County to warehouses. They did  
24 give up some of their land, which was lesser, not

1 a big deal to them, on the Yellowbud project.

2 So this would take out probably over  
3 300 acres. I need to double check on that, but I  
4 would say, because I think the Hatten farm is over  
5 200 acres, and I think it's around 150 they're  
6 farming, I think, on the Tootle farm. They'll  
7 lose that. So economically, they are taking a  
8 hit.

9 Shaws are farming the remaining part of  
10 the Tootle farm. Shaws have lost my farm.  
11 They've lost Harp farm. There was a farm in the  
12 Yellowbud project about 250 acres that Shaws  
13 farmed. They've lost it. This will be  
14 devastating to them.

15 Q. I assume that you've not received a  
16 response to this yet --

17 A. Oh, no.

18 Q. -- obviously just being submitted  
19 yesterday?

20 A. Yes, I did. There was a note I got  
21 saying that they received it and they appreciated  
22 it. So I did at least get something from this  
23 one.

24 Q. Okay. Before the hearing, which starts



1 February 27th, do you intend to submit any  
2 additional materials to the public comments?

3 A. I was hoping to do one more letter to  
4 the Siting Board. But between working my office,  
5 the farm and meetings, I don't know if I'm going  
6 to get it done or not, but I was going to try to  
7 do one more letter to the Siting Board.

8 Q. Are you still in veterinary practice?

9 A. I'm doing part-time. I sold the  
10 practice to my associate. I'm working for her  
11 now.

12 Q. What's the name of your practice?

13 A. Canal's Edge Veterinary Clinic, LLC.

14 Q. And where's it located?

15 A. At the intersection of State Route 56  
16 and U.S. Route 22 west of Circleville.

17 Q. Okay.

18 - - - - -

19 Thereupon, Exhibit 6 is marked for  
20 purposes of identification.

21 - - - - -

22 Q. Do you recognize Exhibit 6?

23 A. Yes.

24 Q. Can you turn to page 4? Oh, there are

1 two page 4s. I think these are just signature  
2 pages. The first page 4.

3 A. Okay.

4 Q. Is --

5 A. Says witness? I guess they both do.

6 Q. Yes. Is that your signature there?

7 A. Yes.

8 Q. And you signed this document?

9 A. Did I sign it?

10 Q. Yes.

11 A. Yes.

12 Q. And the date on the first page here is  
13 November 22nd, 2017?

14 A. Uh-huh.

15 Q. Yes?

16 A. Yes. I'm sorry.

17 Q. Okay. What is the -- what is this  
18 document generally for?

19 A. This was the lease document for the  
20 property in Ross County in the Yellowbud project.

21 Q. And you said Ross County?

22 A. Ross County.

23 Q. Did you enter into the lease for the  
24 property in Pickaway County at the same time?

1 A. No.

2 Q. Okay. So are there 2018 -- 2017, 2018  
3 documents for Pickaway County?

4 A. No.

5 Q. Okay.

6 A. We did not enter anything into Pickaway  
7 County.

8 Q. Okay. Just making sure I wasn't  
9 missing something.

10 - - - - -

11 Thereupon, Exhibit 7 is marked for  
12 purposes of identification.

13 - - - - -

14 MR. W. EBENHACK: Do I need to be out  
15 of the room?

16 MS. SHEELY: No. These are all  
17 publicly filed, so it's fine. Thank you.

18 Q. Do you recognize Exhibit 7?

19 MR. VAN KLEY: A copy for me?

20 MS. SHEELY: Oh, I'm sorry. Here you  
21 go.

22 A. I think so. I've had so many  
23 documents, but I think so.

24 Q. And this isn't something that you

1 signed, correct?

2 A. No.

3 Q. Were you provided a copy of it around  
4 the time that it was signed and recorded, though?

5 A. I apologize for taking this long.

6 Q. No, please take your time.

7 A. Like I said, there's been too many  
8 documents and it looks like something I probably  
9 received.

10 Q. This will be 8 in a minute.

11 A. To be 100 percent sure to say yes, I  
12 would have to go back to my packet that has all  
13 these. I would assume I've seen it. To say I  
14 remember it for sure, no.

15 Q. Okay. And this one deals with the Ross  
16 County portion of the land in Yellowbud, correct?

17 A. Yes.

18 Q. And generally, do you recognize it to  
19 be an assignment --

20 A. Uh-huh.

21 Q. -- from First Solar to Yellowbud Solar,  
22 LLC?

23 A. Yes. Yeah. I remember this one.

24 - - - - -

1           Thereupon, Exhibit 8 is marked for  
2 purposes of identification.

3                               - - - - -

4       Q.           Okay. Let's look at Exhibit 8. Did I  
5 give you a copy of that one yet?

6       A.           Yes.

7       Q.           Okay. Do you recognize that one?

8       A.           That -- yes.

9       Q.           Is your signature on page 5 --

10      A.           5.

11      Q.           -- of 7 of this one?

12      A.           That's my signature.

13      Q.           Are you familiar with your wife's  
14 signature?

15      A.           Yes.

16      Q.           Is that also her signature?

17      A.           Yes.

18      Q.           Was she there with you when you signed  
19 these?

20      A.           Correct, yes.

21      Q.           And what generally do you understand  
22 this one to be?

23      A.           Oh, thank you.

24                   As I remember, this was sort of a

1 refinement from the first leases, a few  
2 modifications.

3 Q. Do you remember what the nature of  
4 those were?

5 A. No. No, not at this time.

6 Q. And this was dated January 20, 2021?

7 A. Uh-huh.

8 Q. Yes?

9 A. Yes.

10 Q. And what was going on around that time?

11 A. The simplest answer is they were  
12 getting closer to being able to actually do the  
13 project.

14 Q. Did you have counsel relative to  
15 reviewing these documents that I've --

16 A. Yes.

17 Q. -- shown you so far?

18 A. Carolyn Eselgroth.

19 Q. Let's mark this one.

20 - - - - -

21 Thereupon, Exhibit 9 is marked for  
22 purposes of identification.

23 - - - - -

24 Q. Do you recognize this one?

1 A. This one looks correct, too.

2 Is this to do with transfer to National  
3 Grid?

4 Q. This one's called Termination of Lease  
5 Option Agreement, but --

6 A. I -- I thought this would be to be able  
7 to transfer it to the National Grid from the First  
8 Solar, I think. Again, that's -- a lot of things  
9 we did according to counsel, the attorney.

10 - - - - -

11 Thereupon, Exhibit 10 is marked for  
12 purposes of identification.

13 - - - - -

14 Q. 10. Do you recognize this one,  
15 Exhibit 10?

16 A. Oh, I do remember the date. I wanted  
17 to change the time of the payments. I think that  
18 was the main thing I remember about this.

19 Q. You signed this one?

20 A. 10? Yes.

21 Q. And your wife signed it on the  
22 following page?

23 A. On page 4 of 6.

24 Q. And then she signed on 5 of 6?

1 A. Yes. Yes.

2 - - - - -

3 Thereupon, Exhibit 11 is marked for  
4 purposes of identification.

5 - - - - -

6 Q. 11. Do you recognize 11?

7 A. I received this and we've signed it.

8 Q. Do you understand this to be a copy of  
9 the same thing that's Exhibit 8 except your  
10 attorney put her notary stamp on it?

11 A. Correct.

12 Q. Okay. So if you look at Exhibits 6  
13 through 11, these are all Ross County, are they  
14 not?

15 A. Should be, yeah. It even says Ross  
16 County that I see -- that I've looked for. It  
17 should be, yes.

18 MS. SHEELY: Okay. Can we go off the  
19 record for just a moment?

20 THE VIDEOGRAPHER: We are off the  
21 record. The time is 4:58.

22 (A recess is taken.)

23 THE VIDEOGRAPHER: We are back on the  
24 record. The time is 5:01.



1 Q. Do you have a role with regard to the  
2 business that's conducted by the Farmstead Market?

3 A. No.

4 Q. And a business that's registered as  
5 Ebenhack Family Farm, LLC, who owns that business?

6 A. That would be me and my wife. I'm  
7 trying to think, did we include T.J. and Wes? I'm  
8 not sure.

9 Q. What activities are covered under that  
10 business?

11 A. It's just the farm in general.

12 Q. Okay. When you say, "the farm in  
13 general," what does that consist of in terms of  
14 the --

15 A. 482 acres --

16 Q. -- day-to-day operations?

17 A. -- the farm, and anything that just  
18 comes up that needs handled. If they need me to  
19 help with some project in Farm -- that would  
20 relate to Farmstead, I would do it. If I need a  
21 little help with the hay, they would do it. So  
22 whatever's needed.

23 Q. Who keeps the books and records for the  
24 Ebenhack Family Farm, LLC?

1 A. Myself and my wife.

2 Q. Are there streams of income associated  
3 with that business?

4 A. I'm sorry?

5 Q. What are kind of -- if there are  
6 streams of revenue that are associated with that  
7 business --

8 A. Okay.

9 Q. -- what are the streams of revenue?

10 A. The primary is the cash rent to the  
11 Metzgers. We also receive some government  
12 payments. And that's basically it.

13 Q. What type of government payments?

14 A. Oh, I want to say it's through CAUV.  
15 We have two areas that have drainage that we've  
16 planted grass in. It comprises about half an  
17 acre. There's a government payment once a year  
18 for it.

19 Q. For an easement or something?

20 A. No. It's for conservation.

21 Q. Oh, like a CREP payment or something?

22 A. CREP. Thank you.

23 Q. Okay. Any other streams of revenue  
24 that relate to Ebenhack Family Farm, LLC?

1 A. No.

2 Q. Do you think that the -- that business  
3 will have adverse effects from the building of  
4 this Scioto Farms Solar Project?

5 A. No.

6 Q. Do you have an opinion one way or the  
7 other as to whether the Farmstead Market business  
8 will have an adverse effect?

9 MR. VAN KLEY: Objection. Lack of  
10 foundation.

11 MS. SHEELY: I think the question was  
12 just whether you have an opinion or not.

13 I think you can answer unless  
14 Mr. Van Kley feels otherwise.

15 MR. VAN KLEY: No, you can answer,  
16 understanding it's not your business.

17 A. I think it could affect it and probably  
18 will.

19 Q. Why do you have that understanding?

20 A. I overheard my son. People that  
21 we've -- that they've asked come out to see a farm  
22 not to go past solar projects.

23 Q. When you say people come out --

24 A. Clients.

1 Q. -- who are your thinking of?

2 Customers?

3 A. Customers.

4 Q. Have you had conversations with any of  
5 the other intervenors in the case? And I can just  
6 sort of walk through them one by one. How about  
7 the trustees of Wayne Township?

8 A. Only conversation was Kenny Davis said  
9 that they are doing it. That was the whole  
10 conversation.

11 Q. "They are doing it," what does that  
12 mean?

13 A. They're intervening and that they're  
14 having the disposition -- or -- yeah, disposition,  
15 whatever would call that we're doing now.

16 Q. Did you talk with any of the trustees  
17 about passing a resolution against solar in the  
18 township?

19 A. We were in a meeting together. I'm  
20 sure I said something, but --

21 Q. Do you recall whether you were present  
22 at the February 2022 meeting where the Wayne  
23 Township Trustees took statements from people in  
24 the public?

1 A. Yeah, I was there. And that's why I  
2 assumed something was said. We were chitchatting.

3 Q. Did you make a statement in opposition  
4 to the project at that meeting?

5 A. I'm trying to think if I did a public  
6 one. I'm sure I said things that I was opposed to  
7 it to somebody.

8 Q. Did you keep any notes from that  
9 meeting?

10 A. No.

11 Q. Did you do anything to prepare any type  
12 of a presentation or anything for the meeting?

13 A. No.

14 Q. Did you meet with other potential  
15 opponents before the meeting?

16 A. No.

17 Q. So if there were some meetings before  
18 that that were held at the farmstead, did you  
19 attend those?

20 A. I attended -- well, with these  
21 gentlemen, I met at least three, maybe four times.  
22 And we had a meeting for anyone that wanted to  
23 come in the township early. I know we had that  
24 meeting.

1 Q. Was this all before the February --

2 A. Oh, yes.

3 Q. -- 2022 meeting?

4 A. Oh, way before.

5 Q. And you think you met with Mr. Woodruff  
6 and Mr. Rubin --

7 A. Yes.

8 Q. -- before then?

9 Did you attend meetings at Wesley and  
10 Suzie's home with potential opponents for the  
11 project?

12 A. At their home? If we did, I've  
13 forgotten.

14 Q. Were the meetings that you attended  
15 among opponents specific to this project or were  
16 they in opposition to more than one of the  
17 Pickaway County projects?

18 A. Most of the meetings I went to was to  
19 projects other or in general.

20 Q. Was there any meeting you remember  
21 being at among opponents that was just specific to  
22 this project? And I'm not talking about  
23 conversations you might have had with your son and  
24 daughter-in-law.

1       A.           No. The one at the -- the old school  
2       was the only one I really remember that, and the  
3       one at Farmstead the one time.

4       Q.           Do you remember having any other  
5       meetings with the Wayne Township Trustees either  
6       together as a body, or just individually about  
7       this project?

8       A.           They're neighbors. I see them  
9       infrequently, but I want to say no.

10      Q.           Did you ever talk with their lawyer  
11      Tony Chamberlain about -- Tony Chamberlain, do you  
12      know that name?

13      A.           It's not ringing a bell. I'm sorry.

14      Q.           Did you ask any other people to  
15      intervene in this case?

16      A.           No.

17      Q.           Do you know whether Wesley asked other  
18      people to intervene?

19      A.           I do not know.

20      Q.           Do you know whether -- same question  
21      for your wife and for Suzie?

22      A.           I -- I don't know they did. I would  
23      have assumed that they would have --

24                   MR. VAN KLEY: Stop. No assumptions.

1 THE WITNESS: Okay.

2 MS. SHEELY: Well, I think he can  
3 answer the question with the caveat that --

4 MR. VAN KLEY: Not when he's making  
5 assumptions he can't.

6 MS. SHEELY: Well, no, that's not a --

7 MR. VAN KLEY: That's different than  
8 knowledge.

9 MS. SHEELY: Okay. He's not -- the  
10 only reason we should be instructing a witness not  
11 to answer is privilege. And this isn't privilege.  
12 And I can inquire further about what the basis of  
13 his assumption is.

14 MR. VAN KLEY: Well, you can make --  
15 you can ask the question and he can answer it, but  
16 I'm objecting on the basis that it has no  
17 foundation.

18 MS. SHEELY: That's fine.

19 A. I assume they would have told me. So I  
20 would assume it's no.

21 Q. Other than circulating the petition,  
22 did you attempt to gather people or sign people up  
23 to be opponents to the project?

24 A. No.



1 Q. Did you ever talk with any  
2 representatives from the IBEW? Do you know what  
3 that is, the electrical workers union?

4 A. No.

5 Q. Did you ever talk with anyone from the  
6 intervenor called Ohio Partners for Affordable  
7 Energy?

8 A. I don't recognize the name, so I would  
9 have to say no.

10 Q. Did you ever talk with anyone from the  
11 Ohio Attorney General's Office about your  
12 opposition to this project?

13 A. No.

14 Q. Did you ever report any concerns  
15 regarding the Yellowbud project via the complaint  
16 resolution program for that project?

17 A. Complaint resolution? I -- that does  
18 not ring a bell to me.

19 Q. Did you ever talk with a project  
20 manager on site about the Yellowbud project?

21 A. I've talked with Greg Courtier a number  
22 of times on the project.

23 Q. Did you raise issues of concern?

24 A. I know I told him the road was a mess.

1 I think I told him that there had been crop damage  
2 to the cornfield by their trucks. I talked to him  
3 about semis going past our house that were not  
4 supposed to.

5 Q. Would that be on Ebenhack Road?

6 A. Yes. I've talked to him about the dry  
7 wells that they've put in on property, which was  
8 not on my property. Those -- those are what I can  
9 remember.

10 Q. And do you feel like those issues were  
11 addressed or resolved after you did that?

12 A. Dry wells no. The road still has mud  
13 issues every time it rains. And oh, the trucks.  
14 I talked to him once and told him the semi went  
15 by. He said, I'll take care of it. I had to call  
16 him back another time because another semi went  
17 by. I have not caught another one go by.

18 Q. Is that road allowed to be used for  
19 construction worker vehicle traffic?

20 A. My understanding was nobody. None of  
21 the Yellowbud project.

22 Oh, I'll take it back. I did say  
23 something about the workers, and his answer was, I  
24 will try, but I can't make them not.

1 Q. Have you visited other solar projects  
2 around Ohio?

3 A. Have I visited?

4 Q. Yes.

5 A. The only place I have been was out to  
6 Atlanta and it was in the pre-stage.

7 Q. So is it fair to say you've not  
8 observed any other solar project under active  
9 construction?

10 A. Correct.

11 MS. SHEELY: Just one moment. Can we  
12 take three minutes? Three minutes, step outside  
13 for a second?

14 THE VIDEOGRAPHER: We're off the  
15 record. The time is 5:14.

16 (A recess is taken.)

17 THE VIDEOGRAPHER: We are back on the  
18 record. The time is 5:23.

19 MR. VAN KLEY: Okay. I believe that  
20 the witness has brought to my attention a couple  
21 of corrections that he wants to make.

22 MS. SHEELY: Well, I had just -- do you  
23 want to wait or do this before, or I still have a  
24 few questions. Did you want to handle it --

1 MR. VAN KLEY: No, just go ahead and do  
2 it now. And then if you have any follow-up  
3 questions, you can include that in your --

4 MS. SHEELY: Thank you. Okay.

5 A. The Ebenhack Farm, LLC was started but  
6 it's not actually been completed. And I don't  
7 think that was understood. I failed to explain  
8 that.

9 Q. When you say started but not completed,  
10 what do you mean?

11 A. We contacted the attorney and I think  
12 the number actually is filed I believe, but we had  
13 not proceeded because there were details we had  
14 not worked out.

15 Q. Okay.

16 A. The other thing was I guess when I said  
17 on my education I used the wrong initials, I  
18 didn't realize. I went to the branch in  
19 Chillicothe of Ohio University, OU, not Ohio  
20 State. Then I transferred to Ohio State.

21 Q. Okay.

22 THE WITNESS: And did you want to  
23 ask --

24 MR. VAN KLEY: No, you're good for now.

1 THE WITNESS: Okay.

2 MR. VAN KLEY: I'll have more questions  
3 later.

4 THE WITNESS: Okay.

5 Q. Did you have any communications about  
6 this project or any of the Pickaway County solar  
7 projects with the Pickaway County Commissioners?

8 A. Yes, I had talked with them. Casual  
9 comments. To say I know exactly the details, no.  
10 But I think it was mainly in the lines, are you  
11 against it or not? And the main comments I got  
12 was that they were against it. And then I heard  
13 that they came out officially against it. So yes,  
14 I've talked with them, but not giving them details  
15 of things like we've talked about.

16 Q. Did you talk with all three of them?

17 A. Yes.

18 Q. Do you know if all three of them are  
19 opposed?

20 A. I know -- yes. I heard indirectly the  
21 third, so yes.

22 Q. Are you familiar with the county  
23 resolution against solar projects?

24 A. I understood it was done, yes.

1 Q. Did you provide any information to the  
2 county commissioners as part of that resolution  
3 being adopted?

4 A. No.

5 Q. Do you have any text messages that  
6 relate to this project?

7 A. No. I hate texting.

8 Q. Okay. Do you have emails?

9 A. I don't even do email.

10 Q. Okay.

11 A. So no.

12 Q. So I can stop right there on Instagram  
13 and --

14 A. Yes.

15 Q. -- things like that?

16 A. Yes.

17 Q. Okay.

18 MS. EBENHACK: Doesn't even know what  
19 it is.

20 Q. Okay. Do you keep documents on your  
21 computer that you might have researched about  
22 this?

23 A. I don't -- at our office --

24 Q. Do you have a computer?

1       A.           At the office I try to use it to get on  
2       the Internet and occasionally I succeed.  Elsewise  
3       I don't touch computers.  I don't have one.

4       Q.           Okay.  When you look at things on the  
5       Internet, do you tend to print them off?

6       A.           Some of -- I think some of the ones  
7       that were sent through I did, I think.

8       Q.           Do you have a file that you keep of  
9       printed material about --

10      A.           I just --

11      Q.           -- solar projects?

12      A.           -- have a stack at home of whatever  
13      I've got, like what you've shown here.

14      Q.           Have you given those over to  
15      Mr. Van Kley?

16      A.           I sent everything in that we had.  
17      Well, except the contracts.

18                   MS. SHEELY:  Okay.  All right.  Those  
19      are all the questions that we have.

20                   MR. VAN KLEY:  Okay.  I just have a  
21      little bit of follow-up for you.

22                   - - - - -

23                   DIRECT EXAMINATION

24      BY MR. VAN KLEY:

1 Q. Since the time that you heard the  
2 Chipmunk project was being abandoned, have you  
3 noticed any difference in the amount of opposition  
4 to the Scioto Farms project?

5 A. There's actually been more people ask  
6 me about it. And as I understand, more people  
7 were sending in letters to the Ohio Power Siting  
8 Board, so I would say there was an increase.

9 Q. Increase in what?

10 A. Opposition.

11 Q. Okay. Do you have any expectation as  
12 to whether or not the abandonment of the Chipmunk  
13 project will decrease opposition to the solar --  
14 to the Scioto Farms project?

15 A. I don't think it will diminish the  
16 resistance at all.

17 MR. VAN KLEY: Okay. Okay. That's all  
18 I have.

19 THE WITNESS: Okay.

20 MS. SHEELY: Nothing further.

21 THE WITNESS: Is that it?

22 MS. SHEELY: Thank you. We appreciate  
23 your time.

24 THE VIDEOGRAPHER: This concludes the



1 deposition. We are off the record. The time is  
2 5:29.

3 MR. VAN KLEY: Read the written.

4 (Signature not waived.)

5 - - - - -

6 Thereupon, the foregoing proceedings  
7 concluded at 5:29 p.m.

8 - - - - -

1 State of Ohio : C E R T I F I C A T E  
2 County of Franklin: SS

3 I, Mary Bradley, RPR, CRR, a Notary Public in  
4 and for the State of Ohio, do hereby certify the  
5 within named Thomas E. Ebenhack was by me first  
6 duly sworn to testify to the whole truth in the  
7 cause aforesaid; testimony then given was by me  
8 reduced to stenotypy in the presence of said  
9 witness, afterwards transcribed by me; the  
10 foregoing is a true record of the testimony so  
11 given; and this deposition was taken at the time  
12 and place as specified on the title page.

13 I do further certify I am not a relative,  
14 employee or attorney of any of the parties hereto,  
15 and further I am not a relative or employee of any  
16 attorney or counsel employed by the parties  
17 hereto, or financially interested in the action.

18 IN WITNESS WHEREOF, I have hereunto set my  
19 hand and affixed my seal of office at Columbus,  
20 Ohio, on February 17, 2023.

21 

22 Mary Bradley, RPR, CRR, Notary Public - State of  
23 Ohio. My commission expires September 19, 2024.  
24

Witness Errata and Signature Sheet  
 Correction or Change Reason Code  
 1-Misspelling 2-Word Omitted 3-Wrong Word  
 4-Clarification 5-Other (Please explain)

Page/Line	Correction or Change	Reason Code
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I, Thomas E. Ebenhack, have read the entire transcript of my deposition taken in this matter, or the same has been read to me. I request that the changes noted on my errata sheet(s) be entered into the record for the reasons indicated.

Date\_\_\_\_\_Signature\_\_\_\_\_

Ref: Mb307658te

<div>Exhibits</div> <div>307658 Thomas E. Ebenhack Exhibit 001 4:6 14:13,17</div> <div>307658 Thomas E. Ebenhack Exhibit 002 4:7 17:19,22 25:10</div> <div>307658 Thomas E. Ebenhack Exhibit 003 4:8 25:7,11</div> <div>307658 Thomas E. Ebenhack Exhibit 004 4:9 40:3,6,7</div> <div>307658 Thomas E. Ebenhack Exhibit 005 4:11 48:19, 22</div> <div>307658 Thomas E. Ebenhack Exhibit 006 4:12 53:19, 22</div> <div>307658 Thomas E. Ebenhack Exhibit 007 4:14 55:11, 18</div> <div>307658 Thomas E. Ebenhack Exhibit 008 4:15 57:1,4 60:9</div> <div>307658 Thomas E. Ebenhack Exhibit 009 4:17 58:21</div> <div>307658 Thomas E. Ebenhack Exhibit 010 4:18 59:11, 15</div> <div>307658 Thomas E. Ebenhack Exhibit 011 4:20 60:3</div> <div>1</div> <div>1 14:13,17</div> <div>1,200 51:22</div> <div>10 12:7 29:4 33:24 34:15</div>	<div>43:19 48:1 59:11,14,15, 20</div> <div>10,000 42:22 43:18</div> <div>100 5:3 56:11</div> <div>104 16:22 17:17,18</div> <div>11 60:3,6,13</div> <div>11th 26:12</div> <div>140 12:4</div> <div>150 52:5</div> <div>15th 5:3</div> <div>180 12:2</div> <div>180-acre 13:10</div> <div>190 12:2</div> <div>1968 7:10</div> <div>1974 7:9 8:12</div> <div>1975 14:9</div> <div>199 12:6</div> <div>2</div> <div>2 17:19,20,22 25:10</div> <div>20 12:4 29:4 31:7 58:6</div> <div>20,000 42:22</div> <div>200 52:5</div> <div>2017 54:13 55:2</div> <div>2018 55:2</div> <div>2021 58:6</div> <div>2022 25:21 26:12 32:16 42:8 64:22 66:3</div> <div>2023 5:3</div> <div>21-868-EL-BGN 5:7</div> <div>21st 25:21</div> <div>22 53:16</div> <div>222 18:19</div> <div>22nd 54:13</div> <div>25 29:5 33:24</div> <div>25-year 34:14</div> <div>250 52:12</div> <div>252 11:8</div> <div>27th 53:1</div> <div>29 12:4</div> <div>29-acre 11:17 12:13 13:10</div> <div>292 11:10</div> <div>3</div> <div>3 15:7 25:7,</div>	<div>10,11</div> <div>3,500 43:4</div> <div>30 31:7</div> <div>30-acre 13:8</div> <div>300 52:3</div> <div>3:32 5:11</div> <div>4</div> <div>4 40:3,6,7 53:24 54:2 59:23</div> <div>4/21/22 40:16</div> <div>40 11:9 12:4</div> <div>482 11:8 61:15</div> <div>4:01 25:1</div> <div>4:04 25:5</div> <div>4:58 60:21</div> <div>4s 54:1</div> <div>5</div> <div>5 29:4 33:24 48:19,22 57:9,10 59:24</div> <div>50 47:19,21</div> <div>50/50 14:5</div> <div>500 21:11</div> <div>56 53:15</div> <div>5:01 60:24</div> <div>5:14 71:15</div> <div>5:23 71:18</div> <div>5:29 77:2,7</div> <div>6</div> <div>6 53:19,22 59:23,24 60:12</div> <div>600 21:11</div> <div>7</div> <div>7 55:11,18 57:11</div> <div>700 22:1 42:2</div> <div>71 14:8</div> <div>8</div> <div>8 13:12 56:10 57:1,4 60:9</div> <div>9</div> <div>9 15:8 58:21</div> <div>A</div> <div>abandoned</div>	<div>76:2</div> <div>abandonment 76:12</div> <div>absentee 22:18 51:4</div> <div>absentia 7:13</div> <div>acre 62:17</div> <div>acreage 11:13,14,21 18:16 21:13, 22 42:1 46:4,15</div> <div>acres 11:3,8, 9,10 12:2,7 13:12 18:19 21:9 42:22 43:4,6,7,9, 14 51:22 52:3,5,12 61:15</div> <div>active 71:8</div> <div>activities 7:23 61:9</div> <div>activity 10:7</div> <div>adamant 17:1</div> <div>added 43:20</div> <div>addition 37:15</div> <div>additional 7:23 22:4 47:14 53:2</div> <div>addressed 49:9 70:11</div> <div>adds 12:6</div> <div>adjacent 11:17 22:23 23:4,11</div> <div>adopted 74:3</div> <div>adverse 63:3,8</div> <div>AEP 41:5</div> <div>affect 28:9 46:2 63:17</div> <div>Affordable 69:6</div> <div>afternoon 5:24</div> <div>agents 38:23,24</div> <div>agitated 29:11</div> <div>agree 42:24</div> <div>agreed 45:24</div> <div>agreement 24:4 59:5</div> <div>agriculture 10:13 12:17, 19 33:5 40:11 49:10</div> <div>ahead 23:19 72:1</div> <div>ahold 22:15 38:11 39:21</div>	<div>alert 28:23</div> <div>alleviate 38:21</div> <div>allowed 70:18</div> <div>aluminum 39:15</div> <div>amount 51:19 76:3</div> <div>announce 5:12</div> <div>announced 45:2</div> <div>answering 10:1 45:5</div> <div>answers 40:1</div> <div>apologize 6:19 48:16 56:5</div> <div>Appalachia 41:10,18</div> <div>application 5:4 6:3 43:22</div> <div>applied 7:5</div> <div>appreciated 52:21</div> <div>approval 43:15</div> <div>approve 26:20</div> <div>approximate 15:17 19:12</div> <div>approximately 14:9 19:19 21:14</div> <div>April 25:21</div> <div>area 18:17, 21 19:6 30:4 36:17 39:2 44:19</div> <div>areas 12:19, 20 49:24 62:15</div> <div>Arizona 38:12 39:13, 18</div> <div>arrangement 13:22 14:2,7</div> <div>article 30:20 31:17 32:13, 18 35:20 38:4</div> <div>articles 33:2 36:9,24 50:6</div> <div>aspect 31:8 49:20</div> <div>aspects 36:6</div> <div>assignment 56:19</div> <div>associate 53:10</div> <div>associates 51:10</div>
---	--	--	---	--

**assume** 9:14  
17:3 27:10  
29:23 52:15  
56:13 68:19,  
20  
**assumed**  
17:1 27:5  
65:2 67:23  
**assumption**  
17:4 68:13  
**assumptions**  
67:24 68:5  
**Atlanta** 43:4  
71:6  
**attempt**  
45:21 68:22  
**attend** 7:22  
65:19 66:9  
**attended**  
65:20 66:14  
**attention**  
71:20  
**attorney**  
15:1 59:9  
60:10 69:11  
72:11  
**attorneys'**  
24:15  
**author** 31:17  
**authoritative**  
50:12  
**aware** 9:22  
40:20 43:21

## B

**Bachelor's**  
7:16  
**back** 12:1,23  
14:1 18:21  
25:4 32:2  
33:23 56:12  
60:23 70:16,  
22 71:17  
**background**  
6:24 8:18  
**bad** 9:10  
**Baldrige**  
49:10  
**barn** 12:20  
15:9,12  
50:16  
**basically**  
6:23 30:3  
38:5 62:12  
**basis** 68:12,  
16  
**beans** 50:18  
**bearings**  
18:2  
**beginning**  
6:24  
**behalf** 5:14,  
17  
**belief** 34:19

**bell** 67:13  
69:18  
**belongs** 20:3  
**Bennington**  
51:10,11,18  
**Bernardino**  
36:13 37:10  
**big** 52:1  
**Biggest**  
49:19  
**Bill** 51:18  
**bird** 36:14  
**birds** 37:17,  
23 38:5  
**bit** 12:9 14:1  
15:4 25:24  
75:21  
**blue** 20:8  
**board** 5:6 6:5  
8:5,10 25:14  
27:5,14  
36:11 40:21  
53:4,7 76:8  
**body** 67:6  
**books** 61:23  
**booster**  
41:20  
**bottom**  
27:13 30:8  
**bound** 24:16  
**Bradley** 5:8  
**branch** 7:3  
72:18  
**brand** 29:5  
**breadth**  
44:23  
**break** 9:17  
19:11  
**Brian** 49:9  
**Bricker** 5:13  
6:2  
**brothers**  
14:4  
**brought**  
39:10 50:2  
71:20  
**build** 45:2  
**building**  
15:18 63:3  
**buildings**  
12:20  
**burning**  
31:14  
**bushel** 32:22  
**business**  
45:16 47:2,  
24 61:2,4,5,  
10 62:3,7  
63:2,7,16  
**businesses**  
45:19 46:24  
47:3  
**Butler** 33:13,

14 44:8

## C

**California**  
37:10,16  
**call** 6:20 7:14  
13:11 14:5  
64:15 70:15  
**called** 6:19  
22:17 28:7,  
14,24 30:22  
33:12 44:6  
51:9 59:4  
69:6  
**calling** 35:5  
**Canal's**  
53:13  
**carbon** 50:3  
**care** 22:19  
70:15  
**Carolyn**  
58:18  
**case** 5:6 26:9  
38:14 40:24  
49:3 64:5  
67:15  
**cash** 13:1,19  
62:10  
**Casual** 73:8  
**caught** 70:17  
**caused**  
36:14  
**CAUV** 62:14  
**caveat** 68:3  
**Central**  
27:19 28:4,5  
31:11  
**certificates**  
8:7  
**cetera** 5:5  
**Chamberlain**  
67:11  
**chance** 8:19  
**change**  
27:11 59:17  
**chatted**  
22:12  
**check** 52:3  
**chemicals**  
34:4 38:17  
45:18 46:6  
**chief** 36:17  
37:8,13  
**Chillicothe**  
7:3 72:19  
**Chipmunk**  
43:3,21  
44:12 45:1  
46:19,22  
47:9,11  
76:2,12  
**chitchatting**  
65:2

**choose** 27:7  
**Christine**  
16:23 17:7,8  
**circle** 20:7  
**Circleville**  
7:1,10 43:6  
53:16  
**circulating**  
68:21  
**citing** 34:24  
**clarify** 9:11  
**clean** 20:2  
**Clients** 63:24  
**Clinic** 53:13  
**Clinton**  
32:24  
**clip** 48:23  
**Close** 27:13  
**closer** 58:12  
**Co-ops**  
31:20  
**coal** 31:14  
**college** 7:3,  
5,15 10:20  
**Columbus**  
5:4  
**comment**  
37:12  
**comments**  
53:2 73:9,11  
**Commission**  
8:21  
**commissioners** 73:7 74:2  
**commitment**  
34:14  
**communications** 73:5  
**community**  
44:12 46:24  
**companies**  
45:23  
**company**  
27:14,18,20  
39:14,18  
**complaint**  
69:15,17  
**completed**  
72:6,9  
**complicated**  
13:14  
**comprises**  
62:16  
**computer**  
37:4 74:21,  
24  
**computers**  
75:3  
**concern** 39:4  
46:18 69:23  
**concerns**  
36:7 38:21  
69:14

**concluded**  
77:7  
**concludes**  
76:24  
**conduct**  
50:22  
**conducted**  
61:2  
**confidential**  
24:15  
**conservation**  
62:20  
**consideration** 48:9  
**considered**  
22:18  
**consist**  
61:13  
**construct**  
15:18  
**construction**  
15:12 70:19  
71:9  
**contacted**  
72:11  
**contacting**  
36:14  
**contaminate**  
d 30:4  
**contaminating** 34:16  
**contamination** 29:3 33:18,  
19  
**content** 41:3  
50:5  
**continuing**  
8:2  
**continuously**  
8:14  
**contract**  
18:18  
**contracts**  
75:17  
**conversation**  
64:8,10  
**conversations** 22:6 23:10  
64:4 66:23  
**copies** 48:17  
**copy** 19:16  
55:19 56:3  
57:5 60:8  
**corn** 11:2  
**cornfield**  
70:2  
**correct** 6:11  
7:19 9:16  
11:24 13:21  
14:23 15:5  
16:9 20:21  
26:9,17  
27:15 30:15,  
21 31:2  
32:15 33:5,6  
40:24 42:18,

24 43:18,22 44:21 49:11 50:23 56:1, 16 57:20 59:1 60:11 71:10				
<b>corrected</b> 15:3	<b>damage</b> 39:1 70:1	<b>discussions</b> 24:10	<b>Edge</b> 53:13	<b>Exhibit</b> 14:13,17
<b>corrections</b> 71:21	<b>date</b> 25:21 39:9 54:12 59:16	<b>disorders</b> 36:4	<b>edges</b> 36:20	15:22 17:19, 22 25:7,10, 11 40:3,6,7
<b>cost</b> 15:17	<b>dated</b> 58:6	<b>disposition</b> 64:14	<b>educate</b> 50:6	48:19,22 53:19,22
<b>counsel</b> 5:12 58:14 59:9	<b>daughter-in-law</b> 66:24	<b>docket</b> 40:24 44:2,5 49:3	<b>education</b> 8:2 72:17	55:11,18 57:1,4 58:21
<b>count</b> 13:5	<b>Davis</b> 64:8	<b>doctor</b> 6:18, 20 7:18,21	<b>educational</b> 6:24	59:11,15 60:3,9
<b>counties</b> 41:20	<b>day</b> 9:7	<b>document</b> 14:16 31:3 54:8,18,19	<b>effect</b> 45:16 63:8	<b>Exhibits</b> 60:12
<b>county</b> 11:4, 5,9,10,11 12:3,14 28:3 41:11,23 42:21 43:16 45:1,17 46:14 47:6, 15 51:23 54:20,21,22, 24 55:3,7 56:16 60:13, 16 66:17 73:6,7,22 74:2	<b>day-to-day</b> 61:16	<b>documentati on</b> 35:4	<b>effects</b> 63:3	<b>exist</b> 38:10
<b>couple</b> 8:23 22:17 23:8 26:14 36:9 41:2 43:5 50:17 71:20	<b>deal</b> 30:3 52:1	<b>documents</b> 55:3,23 56:8 58:15 74:20	<b>electric</b> 27:14,18,24 31:20 37:12 41:6 50:15	<b>expectation</b> 76:11
<b>court</b> 5:8 9:2	<b>deals</b> 56:15	<b>Donny</b> 24:10	<b>electrical</b> 69:3	<b>experience</b> 44:11
<b>Courtier</b> 69:21	<b>declined</b> 16:20 17:5	<b>Dorothy</b> 40:10	<b>electromagn etic</b> 35:15	<b>expert</b> 28:15 50:21
<b>cousin</b> 20:4	<b>decrease</b> 76:13	<b>double</b> 52:3	<b>Elsewise</b> 75:2	<b>explain</b> 72:7
<b>covered</b> 61:9	<b>deer</b> 28:9,16	<b>dozen</b> 37:3	<b>email</b> 74:9	<b>extent</b> 45:10
<b>credible</b> 35:21 43:13 50:12,15,16, 20	<b>definite</b> 35:24	<b>draft</b> 26:3 49:12	<b>Emmett</b> 6:14	<b>eyes</b> 24:15
<b>CREP</b> 62:21, 22	<b>degree</b> 7:11, 16,21,23,24	<b>drafted</b> 40:9 49:7,8	<b>end</b> 12:11 30:13 45:13	<hr/> <b>F</b> <hr/>
<b>crop</b> 13:1 70:1	<b>department</b> 28:7,14,24 29:9 30:1,2 37:6,10 40:11	<b>drafting</b> 26:6	<b>energy</b> 30:22 31:5,10 69:7	<b>facilities</b> 47:15
<b>crops</b> 13:24 50:3	<b>depends</b> 13:5	<b>drainage</b> 62:15	<b>enter</b> 54:23 55:6	<b>facility</b> 31:14,15 48:1
<b>CROSS- EXAMINATIO N</b> 5:22	<b>deposition</b> 5:2,9 8:18, 22 12:11 77:1	<b>drawn</b> 46:9	<b>entered</b> 25:3 42:10	<b>fact</b> 22:7 27:11 35:19 38:13 41:17 42:13 47:9
<b>cultivated</b> 12:16,18 46:14	<b>describing</b> 36:23	<b>dropped</b> 22:19 44:10	<b>envelope</b> 12:1	<b>failed</b> 72:7
<b>curiosity</b> 23:9	<b>designated</b> 24:14	<b>dry</b> 70:6,12	<b>environment al</b> 38:16 39:5	<b>fair</b> 9:15 46:8 71:7
<b>Customers</b> 64:2,3	<b>destroyed</b> 36:16	<b>duly</b> 5:20	<b>EPA</b> 29:1,16, 17,20,23,24 30:5 34:2	<b>Fairfield</b> 28:2
<b>cut</b> 19:5	<b>details</b> 16:10 31:13 38:19 72:13 73:9, 14	<b>Dunlap</b> 20:3	<b>equipment</b> 45:18 46:7	<b>familiar</b> 6:6 14:19 31:21 38:13 46:13 57:13 73:22
<b>cutout</b> 18:20	<b>devastating</b> 52:14	<b>DVM</b> 6:16	<b>Eselgroth</b> 58:18	<b>families</b> 51:4,17
<hr/> <b>D</b> <hr/>	<b>dictated</b> 15:1	<hr/> <b>E</b> <hr/>	<b>essentially</b> 51:12	<b>family</b> 26:21 61:5,24 62:24
<b>Dad</b> 14:8	<b>died</b> 14:8	<b>early</b> 65:23	<b>estate</b> 20:4	<b>farm</b> 10:19, 24 11:8,9 12:21,24 13:11 22:15 32:11,14 33:1,4 45:18 49:18 50:14 51:3,8,9,17, 20,21 52:4, 6,10,11 53:5 61:5,11,12, 17,19,24 62:24 63:21 72:5
	<b>difference</b> 76:3	<b>easement</b> 62:19	<b>evacuate</b> 37:14	<b>farmed</b> 14:4 22:13 46:4 51:21 52:13
	<b>diminish</b> 76:15	<b>easier</b> 18:24	<b>events</b> 15:9, 12	<b>farmer</b> 10:10,12,14, 22 14:3 24:10
	<b>direct</b> 14:21 75:23	<b>easy</b> 30:17	<b>eventually</b> 33:21	
	<b>director</b> 40:10,14,18 48:13 49:10, 14 50:6	<b>Ebenhack</b> 5:2,19,24 6:14,15 13:11 17:7,9 18:19 25:3 55:14 61:5, 24 62:24 70:5 72:5 74:18	<b>evolved</b> 14:11	
	<b>disclose</b> 26:15	<b>Ebenhacks</b> 5:17	<b>exact</b> 16:10 21:12	
	<b>disclosed</b> 42:13,18	<b>Eckler</b> 5:14 6:2	<b>exam</b> 8:6	
	<b>disclosing</b> 27:2	<b>economically</b> 52:7	<b>EXAMINATIO N</b> 75:23	
		<b>economics</b> 41:20	<b>exception</b> 11:20	
		<b>economy</b> 45:17	<b>excluded</b> 19:6	

<b>farmers</b> 12:22,24 32:22 45:15 46:6,23 47:2 51:5 <b>farming</b> 13:4 46:6 52:6,9 <b>farmland</b> 32:8 42:23 48:4 49:23 51:19 <b>farms</b> 5:5,14 6:2 11:7 22:14 38:14 43:11 49:3 51:3,6,12,18 63:4 76:4,14 <b>farmstead</b> 61:2,20 63:7 65:18 67:3 <b>farther</b> 34:11 <b>father</b> 10:19 12:23 14:10 <b>Fatigue</b> 36:4 <b>February</b> 5:3 53:1 64:22 66:1 <b>feel</b> 37:1 47:11 70:10 <b>feels</b> 63:14 <b>felt</b> 42:5 <b>female</b> 28:13,17 29:12,20 <b>fertilizer</b> 45:17,24 46:5 <b>fewer</b> 47:19 <b>field</b> 35:15 <b>fight</b> 36:18 37:11 <b>fighting</b> 44:14 <b>file</b> 75:8 <b>filed</b> 14:22 49:2 55:17 72:12 <b>find</b> 34:5 39:18 43:23 <b>fine</b> 55:17 68:18 <b>finish</b> 9:4,5 18:9 <b>fire</b> 36:7,13, 15,17,18,22 37:6,9,11, 12,13 <b>fireman</b> 37:9 <b>fires</b> 37:3 <b>firm</b> 6:1 <b>fits</b> 10:17 <b>fly</b> 38:6 <b>flying</b> 36:14 37:17,23	<b>follow</b> 19:24 <b>follow-up</b> 72:2 75:21 <b>food</b> 32:8 49:21,22 50:1 <b>footprint</b> 27:20,21 <b>foregoing</b> 77:6 <b>forgetting</b> 22:14 <b>forgotten</b> 66:13 <b>found</b> 34:10 37:16,22 50:17 <b>foundation</b> 63:10 68:17 <b>Franklin</b> 51:23 <b>front</b> 14:17 <b>full</b> 6:12 7:16 <b>fully</b> 9:4 10:1 <b>future</b> 49:22 <hr/> <b>G</b> <hr/> <b>gather</b> 68:22 <b>Gearharts</b> 21:6 22:13 <b>general</b> 61:11,13 66:19 <b>General's</b> 69:11 <b>generally</b> 6:7,8 49:16 54:18 56:18 57:21 <b>generate</b> 41:6 <b>gentlemen</b> 65:21 <b>give</b> 6:23 8:17 33:17 51:24 57:5 <b>giving</b> 73:14 <b>glass</b> 39:15 <b>goal</b> 47:14 <b>good</b> 5:24 9:7 17:16 19:3 32:8 37:4 42:22 49:23 51:3,6 72:24 <b>gosh</b> 39:9 <b>government</b> 8:7 62:11, 13,17 <b>graduate</b> 7:8 <b>graduated</b> 7:9 8:12 <b>grass</b> 62:16	<b>gray</b> 39:2 <b>Greg</b> 69:21 <b>Grid</b> 59:3,7 <b>Griffiths</b> 32:24 <b>ground</b> 8:23 33:20 34:4 48:1 <b>grounds</b> 23:20 <b>group</b> 35:3, 7,10,12 46:10 51:18 <b>guess</b> 51:1 54:5 72:16 <hr/> <b>H</b> <hr/> <b>half</b> 19:19,20 37:3 62:16 <b>halves</b> 14:5 <b>Hamman</b> 51:18 <b>handle</b> 71:24 <b>handled</b> 61:18 <b>handles</b> 45:24 <b>handwriting</b> 30:11,18 32:4 <b>happen</b> 35:2, 5 <b>happy</b> 9:11, 19 <b>hard</b> 16:11 45:4 <b>Harp</b> 52:11 <b>hate</b> 45:5 74:7 <b>Hatten</b> 51:20 52:4 <b>Hattenburg[</b> <b>sic</b> 51:9 <b>hay</b> 10:24 13:6,7,9 61:21 <b>headaches</b> 36:4 <b>health</b> 8:7 9:23 29:1,9 30:1,2 35:23 36:1 38:3 <b>hear</b> 9:9 <b>heard</b> 21:15 38:18 41:8 73:12,20 76:1 <b>hearing</b> 43:11 52:24 <b>hearings</b> 8:21 <b>held</b> 65:18 <b>helped</b> 12:23	<b>helping</b> 13:16 17:12 <b>high</b> 6:24 7:1,10 <b>highlighters</b> 19:1 <b>hit</b> 20:23 52:8 <b>home</b> 20:10, 12 66:10,12 75:12 <b>honest</b> 15:19 <b>hoping</b> 21:1 53:3 <b>house</b> 17:17 70:3 <b>houses</b> 16:23 <b>hurt</b> 24:11 51:3,17 <hr/> <b>I</b> <hr/> <b>IBEW</b> 69:2 <b>idea</b> 34:21 <b>identification</b> 14:14 17:23 25:8 40:4 48:20 53:20 55:12 57:2 58:22 59:12 60:4 <b>identify</b> 18:16 <b>impact</b> 47:2 48:3 <b>important</b> 9:3 <b>improvement</b> <b>s</b> 15:12 <b>include</b> 47:17,19 61:7 72:3 <b>included</b> 49:15 <b>income</b> 45:19 62:2 <b>increase</b> 76:8,9 <b>independent</b> 50:22 <b>indian</b> 11:1 <b>indirectly</b> 73:20 <b>individually</b> 67:6 <b>information</b> 16:7,17 29:13 37:2 38:11 41:12 74:1 <b>infrequently</b> 67:9 <b>initials</b> 30:13 72:17	<b>injured</b> 37:23 <b>inquire</b> 68:12 <b>inside</b> 38:23, 24 <b>Instagram</b> 74:12 <b>install</b> 47:24 <b>installations</b> 47:20 <b>instance</b> 48:5 <b>instructing</b> 68:10 <b>intend</b> 53:1 <b>intensity</b> 44:24 <b>interested</b> 16:13 <b>intermittent</b> 31:9 <b>Internet</b> 75:2,5 <b>interrupt</b> 44:17 <b>intersection</b> 53:15 <b>intervene</b> 67:15,18 <b>intervened</b> 26:9,11 <b>intervening</b> 64:13 <b>intervenor</b> 6:9 69:6 <b>intervenors</b> 64:5 <b>isolation</b> 46:9 <b>issue</b> 33:18 <b>issues</b> 29:1 35:16 36:1,3 69:23 70:10, 13 <hr/> <b>J</b> <hr/> <b>Jack</b> 5:16 <b>January</b> 58:6 <b>Jim</b> 35:12 <b>Journal</b> 32:14 33:1,4 49:18 50:14 <hr/> <b>K</b> <hr/> <b>keeping</b> 17:3 <b>Kenny</b> 64:8 <b>kind</b> 10:23 62:5 <b>Kley</b> 5:16 19:14 23:18, 22 24:18,21 45:6,8,10 55:19 63:9,
--	--	--	--	--

14,15 67:24 68:4,7,14 71:19 72:1, 24 73:2 75:15,20,24 76:17 77:3 <b>Klines</b> 22:17 <b>knew</b> 21:12 28:12 <b>knowing</b> 40:1 <b>knowledge</b> 16:18 45:11 68:8 <b>Kristin</b> 17:9, 10,13,14	<b>letter</b> 25:13 26:4,15 27:4 31:1 32:19 33:8 40:9 42:8 45:12 48:14 49:19 51:2 53:3,7 <b>letters</b> 76:7 <b>license</b> 8:3, 6,8 10:11 <b>licenses</b> 8:11 <b>Licensing</b> 8:10 <b>licensure</b> 10:4 <b>lines</b> 73:10 <b>listing</b> 50:9 <b>lived</b> 16:22 <b>living</b> 36:1 <b>LLC</b> 5:5,10, 15 6:3 53:13 56:22 61:5, 24 62:24 72:5 <b>local</b> 45:19 <b>located</b> 53:14 <b>logical</b> 46:3 <b>long</b> 13:22 14:6 56:5 <b>long-term</b> 34:18 <b>looked</b> 34:10 38:2 60:16 <b>lose</b> 32:8 51:3,6 52:7 <b>loss</b> 42:21 <b>lost</b> 51:22 52:10,11,13 <b>lot</b> 8:17 16:10 59:8 <b>lousy</b> 30:18	<b>map</b> 18:15 19:2 20:5 <b>March</b> 26:12 32:16 <b>mark</b> 17:19 48:16 58:19 <b>marked</b> 14:13,17 17:22 25:7 40:3 48:19 53:19 55:11 57:1 58:21 59:11 60:3 <b>Market</b> 61:2 63:7 <b>markings</b> 19:15 <b>Mary</b> 5:8 <b>material</b> 75:9 <b>materials</b> 53:2 <b>math</b> 12:1 <b>Matt</b> 33:13, 14 44:8 <b>matter</b> 5:4 <b>meant</b> 41:16 <b>medication</b> 9:23 <b>medicine</b> 6:18 7:6,18, 21 <b>meet</b> 65:14 <b>meeting</b> 17:1 39:8 64:19, 22 65:4,9, 12,15,22,24 66:3,20 <b>meetings</b> 43:11 53:5 65:17 66:9, 14,18 67:5 <b>megawatt</b> 47:19 48:1 <b>member</b> 27:14 40:21 <b>members</b> 33:8,10 <b>mess</b> 69:24 <b>messages</b> 74:5 <b>met</b> 65:21 66:5 <b>Metzger</b> 13:17 <b>Metzgers</b> 13:1 21:7 22:11 51:22 62:11 <b>Michael</b> 5:9 <b>middle</b> 15:8 19:22 42:20 <b>millions</b> 32:6 <b>mind</b> 21:18 <b>mine</b> 19:14 30:17	<b>mines</b> 49:24 <b>minute</b> 11:7 12:11 56:10 <b>minutes</b> 71:12 <b>misled</b> 38:24 <b>missing</b> 55:9 <b>mixture</b> 15:15 <b>modification</b> <b>s</b> 58:2 <b>moment</b> 33:17 60:19 71:11 <b>monthly</b> 31:24 <b>months</b> 39:10 <b>mud</b> 70:12 <b>multiple</b> 31:24 <b>muster</b> 32:23	<b>observed</b> 71:8 <b>obtain</b> 7:11 8:3 <b>obtained</b> 7:20 10:3 <b>occasionally</b> 75:2 <b>office</b> 36:12 48:14 53:4 69:11 74:23 75:1 <b>official</b> 44:10 <b>officially</b> 44:1 73:13 <b>Ohio</b> 5:4,6 6:4 7:2,4,6, 9,12,21 8:8, 9,20 25:14 27:5 28:7 29:23,24 31:20 36:11 40:10,11,21 41:5 49:10 69:6,11 71:2 72:19,20 76:7 <b>one's</b> 19:4 59:4 <b>online</b> 34:10 35:18,19 36:9 37:22 <b>open</b> 17:3 <b>operations</b> 61:16 <b>opinion</b> 24:6 63:6,12 <b>opponents</b> 65:15 66:10, 15,21 68:23 <b>opportunity</b> 9:1 <b>oppose</b> 44:12 <b>opposed</b> 16:13 23:12 25:20 47:21 48:2,4,11 65:6 73:19 <b>opposition</b> 44:24 46:10, 19 47:4,5 65:3 66:16 69:12 76:3, 10,13 <b>OPSB</b> 14:22 27:4 33:8,10 40:23 44:3,7 <b>Option</b> 59:5 <b>options</b> 17:3 38:10 <b>organization</b> 31:21 35:24 38:3 <b>Originally</b> 42:1 <b>OU</b> 72:19
<hr/> <b>L</b> <hr/> <b>Lack</b> 63:9 <b>lake</b> 38:6 <b>Lamb</b> 27:17 31:5 <b>land</b> 11:3 12:13,16,18, 22 13:2,4,7 22:8 23:5 46:14 51:23, 24 56:16 <b>landowner</b> 26:16 27:3 42:14 <b>landowners</b> 21:5 22:4 39:11 51:4, 15 <b>Lane</b> 5:9 <b>large</b> 51:19 <b>larger</b> 44:20, 22 <b>law</b> 5:17 6:1 <b>lawyer</b> 6:1 67:10 <b>layout</b> 18:4 <b>leach</b> 34:4, 20 38:17 <b>leached</b> 33:20 <b>leaching</b> 34:16 <b>learn</b> 34:21 41:12 <b>learning</b> 13:15 <b>lease</b> 21:23 23:5 24:4 43:12 54:19, 23 59:4 <b>leases</b> 42:10 58:1 <b>leave</b> 19:7 27:8 39:2 <b>leaving</b> 39:16 <b>lesser</b> 51:24	<hr/> <b>M</b> <hr/> <b>made</b> 35:24 36:17 <b>magazine</b> 31:23 <b>main</b> 59:18 73:11 <b>maintained</b> 8:13 <b>make</b> 8:24 46:12 65:3 68:14 70:24 71:21 <b>making</b> 55:8 68:4 <b>manager</b> 69:20 <b>mandated</b> 41:5	<hr/> <b>N</b> <hr/> <b>names</b> 16:10 <b>National</b> 59:2,7 <b>natural</b> 21:21 28:8 <b>nature</b> 58:3 <b>needed</b> 61:22 <b>needing</b> 41:21 <b>neighbor</b> 24:2 <b>neighbors</b> 22:7,10 23:4,11 67:8 <b>nice</b> 13:13 34:17 <b>notary</b> 60:10 <b>note</b> 30:9 52:20 <b>notes</b> 65:8 <b>noticed</b> 76:3 <b>November</b> 54:13 <b>number</b> 21:12 41:8 43:1,12,13, 14 47:12 69:21 72:12	<hr/> <b>O</b> <hr/> <b>O'LOUGHLIN</b> 31:18 <b>objecting</b> 68:16 <b>Objection</b> 23:18 63:9	



<b>outcome</b> 39:20	<b>Pelanda</b> 40:10,14,18	<b>posted</b> 40:23	<b>project</b> 5:5, 14 6:3 11:2, 18 12:10,15 13:12,13 16:8,12 18:3,5,17 20:19 21:4, 14,22,24 22:8 23:12 24:4 26:17, 20,21 28:2 36:15,16 38:14 39:8, 12 41:10,14, 22 43:3,6,8, 22 44:12,21, 22 45:3 46:15,19,20, 22 47:1,5 51:2 52:1,12 54:20 58:13 61:19 63:4 65:4 66:11, 15,22 67:7 68:23 69:12, 15,16,19,20, 22 70:21 71:8 73:6 74:6 76:2,4, 13,14	37:1 <b>put</b> 43:11 49:23 60:10 70:7
<b>outline</b> 19:1	<b>Pelanda's</b> 48:14	<b>postgraduate</b> 7:22		<hr/> <b>Q</b> <hr/>
<b>overheard</b> 63:20	<b>pen</b> 18:24 20:8	<b>potential</b> 33:19 65:14 66:10		<b>quantify</b> 45:22
<b>owned</b> 11:22	<b>pending</b> 9:18	<b>power</b> 5:6 6:4 25:14 27:19 28:4,5 31:11 36:11 40:21 48:2 76:7		<b>question</b> 9:4, 8,10,13,18 10:18 15:8 18:10 20:24 45:8 63:11 67:20 68:3, 15
<b>owners</b> 11:14 51:4	<b>people</b> 16:4, 8,20,22 22:22 36:1 43:10 44:12, 14 63:20,23 64:23 67:14, 18 68:22 76:5,6	<b>practiced</b> 10:5		<b>questions</b> 9:1 10:1 15:6 21:1 26:14 29:14 41:2 71:24 72:3 73:2 75:19
<b>owns</b> 61:5	<b>percent</b> 56:11	<b>practice</b> 10:4 53:8,10,12		<hr/> <b>R</b> <hr/>
<hr/> <b>P</b> <hr/>	<b>Percent-wise</b> 46:16	<b>pre-stage</b> 71:6		<b>Racing</b> 8:21
<b>p.m.</b> 77:7	<b>percentage</b> 46:13	<b>prepare</b> 14:24 65:11		<b>rains</b> 70:13
<b>packet</b> 49:15 56:12	<b>person</b> 17:16 28:19 35:9 37:4	<b>presence</b> 5:12		<b>raise</b> 11:1 69:23
<b>pages</b> 54:2	<b>personally</b> 13:3 22:6 31:19,22 33:3 37:5	<b>present</b> 64:21		<b>ran</b> 38:7 48:17
<b>paid</b> 15:11, 13	<b>personnel</b> 39:12	<b>presentation</b> 65:12		<b>reach</b> 34:8 39:18
<b>panels</b> 20:12 29:5 32:7 33:19,22 34:4 36:15 37:17,24 38:10,15,23 39:1,4,7 48:7 50:16	<b>petition</b> 16:4, 21 68:21	<b>president</b> 31:19	<b>projects</b> 28:9 35:16 36:2 43:10,15 44:24 45:1 46:9 47:6 49:23 63:22 66:17,19 71:1 73:7,23 75:11	<b>reached</b> 34:5,7
<b>paper</b> 48:22	<b>petroleum</b> 50:4	<b>prevent</b> 9:24		<b>read</b> 35:17, 21 45:15 77:3
<b>paragraph</b> 28:6 42:17, 20 45:13	<b>pharmacy</b> 10:11,16	<b>previously</b> 6:19		<b>reading</b> 15:4
<b>part</b> 8:24 18:16 22:8 24:4 27:5,9 48:9 51:21 52:9 74:2	<b>Pickaway</b> 11:4,5,11 12:2,3,14 41:11 42:21 43:15 46:14 47:6,15 54:24 55:3,6 66:17 73:6,7	<b>primary</b> 62:10		<b>reaffirmed</b> 34:1
<b>part's</b> 41:7	<b>pictures</b> 37:2,22	<b>print</b> 75:5		<b>realistic</b> 31:7
<b>part-time</b> 10:21 53:9	<b>place</b> 13:23 34:20 71:5	<b>printed</b> 75:9		<b>reality</b> 43:14
<b>participate</b> 16:3	<b>places</b> 34:8	<b>privilege</b> 68:11		<b>realize</b> 72:18
<b>participating</b> 13:4 26:16 27:3 42:14 51:13	<b>planning</b> 38:15	<b>problem</b> 21:21 34:11 37:16 50:4		<b>reason</b> 39:17 40:22 43:12 68:10
<b>Partners</b> 69:6	<b>planted</b> 62:16	<b>problematic</b> 21:2		<b>recall</b> 15:17 40:13 64:21
<b>parts</b> 23:5	<b>plot</b> 11:17 12:13 13:8	<b>problems</b> 31:5		<b>receive</b> 31:23,24 33:7 62:11
<b>party</b> 26:9	<b>point</b> 18:22 24:14 33:11	<b>proceed</b> 46:20 47:10		<b>received</b> 37:13 52:15, 21 56:9 60:7
<b>pass</b> 8:5 38:15	<b>populated</b> 44:16,19	<b>proceeded</b> 72:13		<b>recess</b> 25:2 60:22 71:16
<b>passed</b> 20:4 39:4	<b>portion</b> 11:17 19:21 56:16	<b>proceeding</b> 6:4,6,10 46:22 47:11		<b>recognize</b> 15:23 18:1 25:11 40:7 48:24 53:22 55:18 56:18 57:7 58:24 59:14 60:6 69:8
<b>passing</b> 64:17	<b>positive</b> 41:17	<b>proceedings</b> 77:6		
<b>past</b> 63:22 70:3	<b>possibly</b> 32:6 42:22	<b>process</b> 39:23		
<b>Pat</b> 31:18		<b>produce</b> 32:8		
<b>pavement</b> 50:19		<b>production</b> 50:1,15		
<b>payment</b> 62:17,21		<b>profession</b> 10:17		
<b>payments</b> 59:17 62:12, 13		<b>professional</b> 10:7		
		<b>program</b> 69:16	<b>purposes</b> 14:14 17:23 25:8 40:4 48:20 53:20 55:12 57:2 58:22 59:12 60:4	
			<b>pursuing</b>	

<b>record</b> 5:11 25:1,5 60:19,21,24 71:15,18 77:1	<b>Reporting</b> 5:10	<b>Rubin</b> 24:20 66:6	<b>showing</b> 19:3 37:3,22	<b>sons</b> 11:16
<b>recorded</b> 5:10 56:4	<b>represent</b> 6:2	<b>rules</b> 8:23	<b>shown</b> 58:17 75:13	<b>sort</b> 45:4 57:24 64:6
<b>records</b> 61:23	<b>representativ es</b> 41:4,5,13 69:2	<b>rumors</b> 43:2, 9	<b>side</b> 25:22 26:20	<b>sought</b> 43:15
<b>recycle</b> 39:15	<b>represents</b> 46:15	<b>S</b>	<b>sideways</b> 26:1	<b>sound</b> 12:3 26:12
<b>recycling</b> 38:10 39:14	<b>request</b> 36:12	<b>safe</b> 34:18 42:6	<b>sign</b> 16:4,14, 20 22:8 23:16 24:3 54:9 68:22	<b>sounded</b> 41:24
<b>reduce</b> 50:3	<b>require</b> 7:15	<b>safety</b> 36:8, 22	<b>signature</b> 54:1,6 57:9, 12,14,16 77:4	<b>sounds</b> 26:2 39:3 42:21 49:20
<b>redundance</b> 49:17	<b>research</b> 34:3 35:14 36:21 37:20 38:9 45:22 50:22	<b>San</b> 36:13 37:10	<b>signed</b> 12:14 15:19 21:3, 5,6,7,10 22:4 24:12 54:8 56:1,4 57:18 59:19, 21,24 60:7	<b>source</b> 33:21 34:17
<b>reference</b> 15:7	<b>researched</b> 36:6 74:21	<b>sandwiched</b> 26:21 27:12	<b>signing</b> 16:24 23:2	<b>sources</b> 36:10 41:8 50:12,17
<b>referring</b> 51:7	<b>residence</b> 20:5	<b>school</b> 6:24 7:1,10,18 67:1	<b>simplest</b> 58:11	<b>south</b> 5:3 26:20 27:19 28:4,5 31:10 41:11
<b>refinement</b> 58:1	<b>resistance</b> 76:16	<b>Scioto</b> 5:5,14 6:2 26:21 38:14 39:7 43:8 47:1 49:3 51:2 63:4 76:4,14	<b>simply</b> 31:7	<b>soy</b> 50:18
<b>regard</b> 9:7 36:7 38:16 61:1	<b>resolution</b> 64:17 69:16, 17 73:23 74:2	<b>sealed</b> 33:23	<b>sister-in-law</b> 22:12	<b>speak</b> 9:3 22:10 27:16 28:11 29:8, 16
<b>registered</b> 61:4	<b>resolved</b> 70:11	<b>section</b> 12:5 13:9,10 18:20 19:17 20:3 31:6 32:20	<b>site</b> 44:3 69:20	<b>specific</b> 66:15,21
<b>reinforce</b> 49:13	<b>Resources</b> 28:8	<b>Security</b> 30:22	<b>Siting</b> 5:6 6:4 25:14 27:5 36:11 40:21 53:4,7 76:7	<b>Spectrum</b> 5:10
<b>relate</b> 61:20 62:24 74:6	<b>respects</b> 20:18	<b>seed</b> 45:17, 24 46:5	<b>sitting</b> 40:20	<b>speculate</b> 45:6
<b>relative</b> 6:3 58:14	<b>response</b> 33:7 48:13 52:16	<b>sell</b> 41:15	<b>skip</b> 8:24 32:21	<b>spending</b> 45:19
<b>relying</b> 50:5	<b>responsive</b> 29:13	<b>semi</b> 70:14, 16	<b>sleeping</b> 36:4	<b>spoke</b> 29:20
<b>remainder</b> 11:11	<b>revenue</b> 62:6,9,23	<b>semis</b> 70:3	<b>small</b> 11:17 46:17	<b>spoken</b> 37:5
<b>remaining</b> 11:21 52:9	<b>review</b> 14:18	<b>sending</b> 76:7	<b>smiled</b> 33:24	<b>stack</b> 75:12
<b>remember</b> 6:20 11:12 26:10 34:21 39:9 40:16 56:14,23 57:24 58:3 59:16,18 66:20 67:2,4 70:9	<b>reviewing</b> 58:15	<b>sense</b> 46:12	<b>soil</b> 29:4	<b>staff</b> 33:8,10
<b>renovate</b> 15:18	<b>ring</b> 69:18	<b>sentence</b> 26:23 41:4 45:14 51:2	<b>solar</b> 5:5,14 6:3 24:4 28:2,9 31:5, 15 32:7 33:19 34:4 35:16 36:2 37:17 38:10 41:6 45:1 46:19 47:15, 17,20 49:23 50:16 56:21 59:8 63:4,22 64:17 71:1,8 73:6,23 75:11 76:13	<b>stamp</b> 25:22 60:10
<b>rent</b> 13:18,19 62:10	<b>ringing</b> 67:13	<b>separately</b> 24:16	<b>soiled</b> 33:24	<b>stapled</b> 48:17
<b>renters</b> 13:19	<b>ripple</b> 45:16	<b>set-aside</b> 22:16	<b>soil</b> 29:4	<b>started</b> 14:10 35:5 72:5,9
<b>renting</b> 13:1	<b>road</b> 18:19 69:24 70:5, 12,18	<b>setting</b> 36:15	<b>soil</b> 29:4	<b>starts</b> 52:24
<b>rephrase</b> 23:24	<b>role</b> 61:1	<b>severe</b> 51:20	<b>soil</b> 29:4	<b>state</b> 6:12 7:2,4,6,9,12, 22 8:5,9,20 17:17 53:15 72:20
<b>replacement</b> 50:19	<b>roofs</b> 32:7	<b>Shaw</b> 14:4 24:10	<b>soil</b> 29:4	<b>stated</b> 39:13
<b>replacing</b> 50:4	<b>rooftop</b> 47:17	<b>Shaws</b> 22:13 52:9,10,12	<b>soil</b> 29:4	<b>statement</b> 31:4 35:24 36:18 65:3
<b>replied</b> 33:22	<b>rooftops</b> 50:1	<b>Sheely</b> 5:13, 23 6:1 23:20,23 24:23 55:16, 20 60:18 63:11 68:2, 6,9,18 71:11,22 72:4 75:18 76:20,22	<b>soil</b> 29:4	<b>statements</b> 49:19 64:23
<b>report</b> 69:14	<b>room</b> 25:3 55:15	<b>show</b> 19:11	<b>son</b> 9:5 11:2 15:15 37:22 63:20 66:23	<b>step</b> 34:11 71:12
<b>reporter</b> 5:8 9:2	<b>Ross</b> 11:9,10 41:23 54:20, 21,22 56:15 60:13,15			<b>stop</b> 67:24 74:12
	<b>Route</b> 17:17 53:15,16			<b>streams</b> 62:2,6,9,23
				<b>street</b> 5:3 48:6
				<b>strip</b> 49:24

<b>studies</b> 28:8, 20:22 29:3, 15,21 30:6 34:1	<b>tenant</b> 12:24 14:3	29:17 31:16 42:1 44:8,9 68:19 69:24 70:1,14	<b>undergrad</b> 7:5	71:23
<b>study</b> 34:17	<b>tend</b> 41:9 75:5	<b>Tom</b> 27:17 31:5,9,16	<b>undergraduate</b> 7:12	<b>waived</b> 77:4
<b>subject</b> 39:11	<b>tenth</b> 11:11	<b>Tony</b> 67:11	<b>underlined</b> 31:6,8 32:20	<b>walk</b> 64:6
<b>submit</b> 53:1	<b>term</b> 31:8,9	<b>Tootle</b> 51:21 52:6,10	<b>understand</b> 9:9 23:21 27:22 57:21 60:8 76:6	<b>wanted</b> 12:12 28:15 59:16 65:22
<b>submitted</b> 25:14 52:18	<b>Termination</b> 59:4	<b>Tootles'</b> 51:8	<b>understandin</b> g 20:16 38:22 41:19 63:16,19 70:20	<b>warehouses</b> 51:23
<b>substances</b> 39:16,19	<b>terms</b> 61:13	<b>top</b> 32:4	<b>understood</b> 9:14 22:1 35:3 72:7 73:24	<b>water</b> 29:4 33:21 34:16 37:18
<b>succeed</b> 75:2	<b>tested</b> 33:23	<b>topic</b> 37:21	<b>union</b> 69:3	<b>Wayne</b> 64:7, 22 67:5
<b>succeeded</b> 38:12	<b>testifies</b> 5:20	<b>topics</b> 50:8, 13	<b>University</b> 7:2,10,12 72:19	<b>ways</b> 50:3
<b>sue</b> 20:22	<b>testimony</b> 14:21,24 15:23 20:17, 18 24:14	<b>total</b> 21:13, 22	<b>updated</b> 15:3	<b>Web</b> 44:3
<b>supplied</b> 31:11	<b>testing</b> 38:16 39:5	<b>totally</b> 46:3	<b>upsets</b> 34:12	<b>wells</b> 30:4 70:7,12
<b>supply</b> 27:24	<b>text</b> 74:5	<b>touch</b> 75:3		<b>Wes</b> 61:7
<b>support</b> 49:18	<b>texting</b> 74:7	<b>township</b> 64:7,18,23 65:23 67:5	<b>V</b>	<b>Wesley</b> 15:15 24:18, 21 66:9 67:17
<b>supporting</b> 46:24 47:3	<b>thing</b> 19:15 24:8 37:13 38:3 44:9 50:18 59:18 60:9 72:16	<b>toxic</b> 38:23, 24 39:16,19	<b>Valley</b> 36:13	<b>Wesley's</b> 12:11
<b>supports</b> 33:5	<b>things</b> 11:1 13:15 35:14 50:23 59:8 65:6 73:15 74:15 75:4	<b>tracked</b> 38:7	<b>Van</b> 5:16 19:14 23:18, 22 24:18,21 45:6,8,10 55:19 63:9, 14,15 67:24 68:4,7,14 71:19 72:1, 24 73:2 75:15,20,24 76:17 77:3	<b>west</b> 53:16
<b>supposed</b> 43:4,7,8 70:4	<b>thinking</b> 64:1	<b>traffic</b> 70:19	<b>vehicle</b> 70:19	<b>whatever's</b> 18:24 61:22
<b>supposedly</b> 35:23	<b>Thomas</b> 5:2, 19 6:14	<b>transfer</b> 59:2,7	<b>vague</b> 23:22 24:1	<b>whatsoever</b> 29:15
<b>surrounding</b> 20:9	<b>Thompson's</b> 35:12	<b>transferred</b> 7:4 72:20	<b>verbal</b> 34:23	<b>When's</b> 13:3
<b>Suzie</b> 67:21	<b>thought</b> 10:16 36:10, 11 42:2,15 43:5 59:6	<b>trauma</b> 46:23	<b>veterinarian</b> 8:4 10:4,8, 21	<b>wife</b> 11:4,15, 16,23 15:16, 19 24:8 37:8,12 59:21 61:6 62:1 67:21
<b>Suzie's</b> 66:10	<b>thousand</b> 43:5,7,9	<b>true</b> 38:20 41:7,9	<b>veterinary</b> 6:18 7:6,15, 17,18,21 8:9 53:8,13	<b>wife's</b> 57:13
<b>sworn</b> 5:20	<b>thousand-</b> <b>acre</b> 41:22	<b>trustees</b> 64:7,16,23 67:5	<b>vicinity</b> 12:8	<b>wildlife</b> 28:9
<b>T</b>	<b>thousands</b> 32:6	<b>truthfully</b> 10:1	<b>victories</b> 47:12	<b>Williamsport</b> 37:6
<b>T.E.</b> 30:16	<b>threatened</b> 20:22	<b>turn</b> 25:24 53:24	<b>view</b> 48:7	<b>withdrawing</b> 43:24
<b>T.J.</b> 61:7	<b>time</b> 7:15 9:3,17 13:3 14:18 18:12, 14 21:5 23:7 25:1,5 28:12 29:10 33:11 38:2,8 43:13 54:24 56:4,6 58:5,10 59:17 60:21, 24 67:3 70:13,16 71:15,18 76:1,23 77:1	<b>two-thirds</b> 22:20,22	<b>virtue</b> 46:21	<b>withdrawn</b> 43:22
<b>taking</b> 16:3 49:23 52:7 56:5	<b>times</b> 22:17 31:24 33:16 65:21 69:22	<b>type</b> 8:6 62:13 65:11	<b>visible</b> 20:5	<b>wonderfully</b> 9:6
<b>talk</b> 12:12 22:16 28:15 30:5 33:10, 14 64:16 67:10 69:1, 5,10,19 73:16	<b>tires</b> 50:18	<b>U</b>	<b>visited</b> 71:1, 3	<b>wooded</b> 12:19 18:20 19:6
<b>talked</b> 12:9 22:11,13,20 27:14 28:17 33:12,16,17, 18 34:8 37:7,8 39:13 44:6,9 45:23 69:21 70:2, 6,14 73:8, 14,15	<b>today</b> 9:23	<b>U.S.</b> 32:22 53:16	<b>volunteers</b> 37:7	<b>Woodruff</b> 66:5
<b>talking</b> 11:22 19:21 24:9 66:22	<b>told</b> 26:11	<b>uh-huh</b> 20:11 25:12, 15,20 30:23 45:20 49:4 50:7 54:14 56:20 58:7	<b>W</b>	<b>worded</b> 47:23
		<b>unable</b> 20:17 36:18	<b>wait</b> 11:7	<b>work</b> 8:20 10:21 45:21
		<b>unchanged</b> 47:6		<b>worked</b> 10:19 12:22 72:14
		<b>undependabl</b> <b>e</b> 31:9		<b>worker</b> 70:19
				<b>workers</b> 69:3 70:23
				<b>working</b> 13:15 49:21 53:4,10

**world** 35:23  
38:3 49:20

**world's**  
32:21

**worries**  
39:24

**worry** 35:22

**worth** 34:24

**written** 77:3

**wrong** 72:17

**wrote** 25:13

---

**Y**

---

**year** 7:2,4  
32:1,21  
62:17

**yearly** 8:2

**years** 7:7,14  
13:24 14:8,9  
29:5 31:7  
33:24 34:15  
35:6

**yell** 24:9

**Yellowbud**  
12:10 13:13  
18:3,5 20:18  
21:3,23  
26:16,19  
27:3 39:8,  
11,12 41:14  
42:11,14  
52:1,12  
54:20 56:16,  
21 69:15,20  
70:21

**yesterday**  
35:19,23  
49:3 52:19

---

**Z**

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**zigzags**  
18:21

**BEFORE  
THE OHIO POWER SITING BOARD**

In The Matter of The Application of Scioto )  
Farms Solar Project, LLC, for a Certificate of )  
Environmental Compatibility and Public Need )  
For The Construction of a Solar Powered ) Case No. 21-868-EL-BGN  
Electric Generation Facility in Wayne )  
Township, Pickaway County, Ohio )

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**DIRECT TESTIMONY OF THOMAS E. EBENHACK**

---

**Q.1. Please state your name and address.**

A.1. Thomas E. Ebenhack. I live at 28901 Ebenhack Road, Circleville, Ohio 43113 with my wife Scarlett Ebenhack.

**Q.2. On whose behalf are you offering testimony in this case?**

A.2. I am offering testimony on my behalf.

**Q.3. Are you an intervenor in this case?**

A.3. Yes.

**Q.4. Are you familiar with the locations that Scioto Farms Solar Project, LLC has proposed for its solar project in this case?**

A.4. Yes. I have become familiar with the locations of the proposed project area by reviewing maps of the project area in the application filed with the Ohio Power Siting Board. In my testimony, I will refer to Scioto Farms Solar Project, LLC as "Scioto Farms," the Scioto Farms solar project as the "Project," and the land proposed for the site of the Project as the "Project Area."

**Q.5. Do you or any members of your immediate family own property adjacent to the Project Area?**

**EXHIBIT**

TE

1 A.5. Yes. Scarlett Ebenhack, Wesley Ebenhack, Thomas J. Ebenhack, and I share in the fee  
2 simple ownership of a parcel of about 25.1 acres of land adjacent to the Project Area,  
3 including the buildings on the parcel. This parcel is identified by the Pickaway County  
4 Auditor as Parcel P3300010013900. Scarlett Ebenhack, Wesley Ebenhack, and Thomas  
5 J. Ebenhack, and I also own a parcel of about 4.4 acres of land identified by the Pickaway  
6 County Auditor as Parcel P3300010014000, which is not adjacent to the Project Area, but  
7 which adjoins Parcel P3300010013900. My testimony will refer to these two parcels as  
8 "Ebenhack Farm." Wesley Ebenhack and Thomas J. Ebenhack are Scarlett Ebenhack's  
9 and my sons.

10 **Q.6. Please describe the property on Ebenhack Farm.**

11 A.6. Ebenhack Farm consists of approximately 29.5 acres of land in Pickaway County Parcels  
12 P3300010013900 and P3300010014000. One side of P3300010013900 is located along  
13 Dungan Road, which runs in a northwestern to southeastern direction from west to east.  
14 Ebenhack Road runs along the west side of Ebenhack Farm. Yellowbud Creek flows  
15 through this property and a recreational pond also is located on the parcel. Ebenhack  
16 Farm contains a house in which Wesley Ebenhack and Suzannah Ebenhack live, a  
17 residential cabin used by guests, a barn and a shed used for storing equipment, produce,  
18 and supplies, and an events barn used for sales of fruits and vegetables and social events.

19 **Q.7. Describe the history of ownership in the Ebenhack Farm by your family.**

20 A.7. I inherited the farm from my parents. Prior to that time, the farm had been in the  
21 Ebenhack family since around 1899. My parents, grandparents, and great grandparents  
22 all owned this land. My great grandfather, Frank Ebenhack, donated some land from the  
23 farm and other land to the township so that about half of Ebenhack Road could be

1 constructed. Scarlett Ebenhack and I have shared in the farm's ownership since 2000. In  
2 2018 and 2019, we transferred partial ownership interests in the farm to our sons Wesley  
3 Ebenhack and Thomas J. Ebenhack as a generational transfer. Starting in 2018, we  
4 arranged for Wesley Ebenhack and Suzannah Ebenhack to assume responsibility for the  
5 fruit and vegetable growing and marketing operations on that farm as a business of their  
6 own to support their family. Wesley Ebenhack previously had been growing fruit trees,  
7 blackberries, and other fruits and vegetables there starting around 2011.

8 **Q.8. Where is Ebenhack Farm located relative to the Project Area?**

9 A.8. Ebenhack Farm is adjacent to the Project Area, which is located across Dungan Road.  
10 The Project Area is located to the north and to the east of Ebenhack Farm on land owned  
11 by Ruth Tootle and others.

12 **Q.9. Before the events barn was being constructed, did you know that Scioto Farms Solar**  
13 **was planning to construct the Project?**

14 A.9. No.

15 **Q.10. Have you noticed any wildlife in and near the Project Area, and if so, where do you**  
16 **see them?**

17 A.10. Yes. I often see deer in and along the Project Area while driving on Dungan Road and  
18 State Route 104 adjacent to the Project Area. Deer routinely feed and walk in fields in  
19 the Project Area north of and adjacent to Dungan Road. On three occasions, deer have  
20 collided with my vehicle as I drove on State Route 104 or on Dungan Road in areas  
21 adjacent to the Project Area.

22 **Q.11. Do you have any experience with the effects of solar facility construction on persons**  
23 **who live in the vicinity of the facility being constructed?**

1 A.11. Yes. Scarlett Ebenhack and I have leased about 222 acres of our land to Yellowbud  
2 Solar, LLC for the construction and operation of a solar facility. However, I am not  
3 providing testimony about the Yellowbud Project, because Yellowbud Solar's lawyers  
4 have threatened legal action if I do so.

5 **Q. 12. Can you identify the attached Exhibit A, and if so, what is it?**

6 A. 12. Exhibit A is a true and accurate copy of a pages of a petition that was signed by  
7 Pickaway County residents stating their opposition to the Project. Wesley Ebenhack,  
8 Suzannah Ebenhack, and I collected the signatures on this petition. To collect signatures  
9 for this petition, I traveled alone on some trips, with Suzannah Ebenhack on some trips,  
10 and with Wesley Ebenhack on some trips, to the homes of residents in Wayne Township  
11 (in Pickaway County), asked these residents whether they would like to sign the petitions,  
12 watched them sign the petitions, and verified the home addresses they wrote next to their  
13 signatures. During trips on which I was alone in collecting signatures, only two of the  
14 individuals I visited on these trips declined to sign the petition. One other person  
15 declined to sign the petition on a trip in which Wesley Ebenhack accompanied me. No  
16 one declined to sign the petition on trips that Suzannah Ebenhack and I took together to  
17 collect signatures. I have verified that I was present to see the persons write the  
18 signatures and their addresses on the petition for all such entries marked with a "T" or  
19 "TE" on Exhibit A.

20 **Q.13. Does this conclude your direct testimony?**

21 A.13. Yes.  
22

23 **CERTIFICATE OF SERVICE**  
24



1           The Ohio Power Siting Board's e-filing system will electronically serve notice of the  
2   filing of this document on the parties referenced in the service list of the docket card who have  
3   electronically subscribed to this case. In addition, I hereby certify that, on February 13, 2023, a  
4   copy of the foregoing testimony was served by electronic mail on the following:

5                   tchamberlain@pickawaycountyohio.gov  
6                   ssheely@bricker.com  
7                   dborchers@bricker.com  
8                   thomas.shepherd@ohioAGO.gov  
9                   robert.eubanks@OhioAGO.gov  
10                  werner.margard@OhioAGO.gov  
11                  shaun.lyons@OhioAGO.gov  
12                  rdove@keglerbrown.com  
13                  cendsley@ofbf.org  
14                  lcurtis@ofbf.org

15  
16                                   /s/ Jack A. Van Kley  
17                                   Jack A. Van Kley  
18

This is a Petition representing Ohio Residents that are AGAINST Industrial Solar Projects on Agricultural Land in Pickaway County with an emphasize on Ohio Power Siting Board case # 21-0868-EL-BGN

We the undersigned believe the following statements to be true and it our desire that the Ohio Power Siting Board deny approval for case # 21-0868-EL-BGN

There has NOT been an established basis of need for the facility's electric generation and transmission.

There has NOT been a realistic and accurate nature of understanding to the environmental impact within the rural community.

There is NOT quantifiable data established to determine whether the facility represents minimum adverse environmental impact and there have been NO alternative solutions proposed.

This facility is NOT consistent with regional expansion plans for the Ohio power grid. There is also NO evidence that the facility will serve the interest of electric system economy and reliability.

This facility does NOT serve the public interest. This facility does NOT serve public convenience. This facility does NOT serve public necessity.

The facility's impact on the continued agricultural viability of any land had NOT been substantiated and evidence of any such actual land viability post facility conversion has not been substantiated.

Name	Signature	Address and Township	Phone Number	
Thomas E. Ebenbach	Thomas E. Ebenbach	28901 Ebonhack Rd. Circleville, Wayne	740-474-4211	TE
Dawn M Snyder	Dawn M Snyder	2902 Westfall Rd, Williamsport, OH 43081	740-207-5567	TE
Robert A Snyder	Robert A Snyder	29021 Westfall Rd, Williamsport, OH 43081	Same	TE
Wm A Snyder	Wm A Snyder	2902 Westfall Rd, Williamsport, Wayne	740-207-5567	TE
Rex Parker	Rex Parker	361 Hickory Bend Rd, Circleville, OH 43113	740-207-0909	TE
Kenneth Reeser	Kenneth Reeser	23650 Canal Rd, Circleville, Ohio 43113	740-474-5271	TE
Regina Reeser	Regina Reeser	23650 Canal Rd, Circleville, Ohio 43113	740-474-5271	TE
Bruce S. Richards	Bruce S. Richards	23745 Canal Rd, Circleville, Ohio 43113	740-474-3602	TE
Betty A. Richards	Betty A. Richards	23745 Canal Rd, Circleville, OH 43113	740-412-5092	TE
Bob Richards	Bob Richards	25630 Canal Rd, Circleville, OH 43113	740-420-2973	TE

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Name	Signature	Address and Township	Phone Number
Allison Barnhart	<i>Allison Barnhart</i>	2840 US Hwy 22 W. Circleville OH Wayne TWP	937-344-8207
Travis Barnhart	<i>Travis Barnhart</i>	2840 US Hwy 22 W Circleville OH Wayne TWP	937-329-1004
Melissa Barnhart	<i>Melissa Barnhart</i>	2842 US Hwy 22 W Circleville, OH Wayne TWP	614-560-7050
Roger H. Barnhart	<i>Roger H. Barnhart</i>	2842 US Hwy 22 west Circleville Ohio Wayne TWP	740-207-1131
Lucinda K. Hartsock	<i>Lucinda K. Hartsock</i>	24666 State Route 104 Circleville, Oh 43113	(740) 207-7341
Thomas W. Hartsock	<i>Thomas W. Hartsock</i>	24666 St. Rt. 104 Circleville Ohio 43113	740-404-0119
Jennifer Booth	<i>J Booth</i>	25660 Sisk Rd Circleville OH 43113	614-207-1149
David C. Booth	<i>David C. Booth</i>	25660 Sisk Rd. Circleville, OH 43113	740-207-0753
Randy Nelson	<i>Randy Nelson</i>	25176 Sisk Rd Circleville OH 43113	614-332-5016
Anita J. Dowden	<i>Anita J. Dowden</i>	25020 Sisk Rd " "	740-474-6783

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Name	Signature	Address and Township	Phone Number
Valerie Cross	Valerie Cross	26265 Emmet Rd., Circleville Wayne Township	740-477-1130
Roger David	Roger David	20541 Innert Rd, Circleville Wayne Township	740 477 1196
Jenni E Metzger	Jenni E Metzger	4680 DUNSMON Rd Circleville Wayne Township	790-207-5768
Myron Metzger	Myron Metzger	4680 Dunsan Rd Circleville Wayne Township	740-207-0137
Charles E. Lanson		28697 SR104 Circleville Wayne Township	740-477-5713
Steve Laddico		21504 SR 104 Circleville	614-892-7093
Steve Barton	Steve Barton	26450 SR104 CIRCLEVILLE	740 412 2137
Bob Miedema		24376 SR 104 Circleville	740-207-0027
Andy Miedema		24376 St. Rt. 104 Circleville	740-207-6371
Jan Miedema	Jan Miedema	24376 st. Rt. 104 circleville	740-207-6370

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Name	Signature	Address and Township	Phone Number	
Benny Mauer	Benny Mauer	24500 Sisk Rd Circleville, OH	740-474-7259	S/W
Jefferson Kiser	Jeff Kiser	26845 Immell Rd., Circleville, OH	740-601-2202	S/W
April Kiser	April Kiser	26845 Immell Rd. Circleville, OH	740-248-9295	S/W
Drew Kiser	Drew Kiser	24380 Sisk road Circleville, OH	740-207-8073	S/W
Eric Bueris	Eric Bueris	24381 Sisk Rd Circleville OH		S/W
Bill Treco	Bill Treco	24240 Sisk Rd	740-414-1993	TE
G.R. Yapek	G.R. Yapek	24120 Sisk Road		TE
Lorigha Sargent	Lorigha Sargent	1400 US. Hwy 22 W, Circleville, OH	937-844-2545	T
Nicholas Davis	Nicholas Davis	1359 U.S. 22 W, Circleville, OH	740-571-1292	T
Amanda Cvil	Amanda Cvil	23775 Sisk Rd + 104 Circleville, OH	830 303-9938	T

This is a Petition representing Ohio Residents that are AGAINST Industrial Solar Projects on Agricultural Land in Pickaway County with an emphasize on Ohio Power Siting Board case # 21-0868-EL-BGN

We the undersigned believe the following statements to be true and it our desire that the Ohio Power Siting Board deny approval for case # 21-0868-EL-BGN

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Name	Signature	Address and Township	Phone Number	
Brenda Bailey	Brenda Bailey	25427 SR 104, Circleville, OH	740-248-9075	S/W
Don S. Davis	Don Davis	25375 Sisk Rd Circleville OH		S/W
Jeff Thomas	Jeff Thomas	25110 Sisk Rd Circleville OH	614 226-8060	S/W
Lisa Thomas	Lisa Thomas	25110 Sisk Rd Circleville OH	614 404-5308	S/W
Ricky Sexton	Ricky Sexton	24869 Sisk Rd Circleville, OH	740-601-2744	S/W
Patty Mills	Patty Mills	24869 Sisk Rd Circleville	740-207-3371	S/W
Michele Cooper	Michele Cooper	24781 Sisk Rd. Circleville, OH	740-601-4882	S/W
Mike Lind		24560 Sisk Rd Circleville OH		S/W
Rob Kuhlwein	Rob Kuhlwein	24530 Sisk Rd Circleville OH	614 266-1596	S/W
Nellie Mowery	Nellie Mowery	24500 Sisk Rd. Circleville, OH	740-474-7259	S/W

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Name	Signature	Address and Township	Phone Number
Ethel M. Welch	Ethel M. Welch	25630 Canal Rd Waynes	740-420-2973
R. THOMAS HARP	R. Thomas Harp	25553 STATE ROUTE 104 CHILLICOTHE OH	740-993-4974
Mary Harp	Mary Harp	25553 State Route 104, Chillicothe	740-993-4974
Linda A. Moss	Linda A. Moss	34160 Sisk Rd, Circleville, OH, Wayne	740-474-3664
Jack W. Pothous	Jack W. Pothous	22590 Smith House Rd Circleville, OH 43113	740-474-3812
RICHARD PATTON	Richard Patton	21944 SMITH HOUSE RD. CIRCLEVILLE	740-474-1444
Scarlett Ebenhack	Scarlett Ebenhack	28701 Ebenhack Rd. Circleville, OH	740-474-4211
Suzie Ebenhack	Suzie Ebenhack	28620 Ebenhack Rd Circleville OH Wayne	740-438-5280

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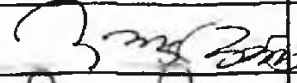
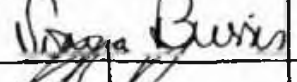
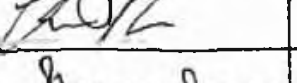
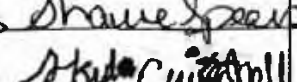
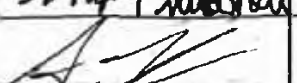
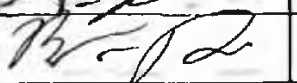
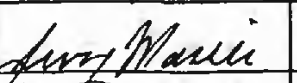
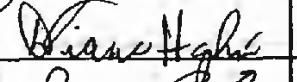


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Roger Burris		24397 Sisk Rd Wayne	740-412-2593	WE/SE
Sonya Burris		24397 Sisk Rd Wayne	940-412-2592	WE/SE
Richard Davis		2985 Dungan Rd	740-571-3831	WE/SE
Sharonne Spars		2985 Dungan RD	740-248-0075	WE/SE
Styler Mitchell		2985 Dungan RD	740-447-7276	SE
Sean Kesser		5280 Hickory Bend Rd	(740) 497-7165	TE/WE
Brent Davis		5363 Hickory Bend Rd	(740) 442-3846	TE/WE
Jerry Massie		5345 S F RT 138	740-590-6810	TE/WE
Pamela Hopkins		5486 SR 138	740-412-7578	TE/WE
James Sires		5255 SR 138	614-989-2121	TE/WE



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CARL BROFFANO	Carl Broffano	13415 Smith Stula Rd Circleville, OH 43013	614-329-1679
Doug Brackett	Doug Brackett	23241 Smith Hulse Rd Circleville, OH 43013	740-601-8757
Lisa Lawrence	Lisa Lawrence	23158 Smith Hulse Rd Circleville, OH 43113	740-808-1016
Brian Somers	Brian Somers	23158 Smith Hulse Rd Circleville, OH 43113	740-808-2503
Mark Carter	Mark H. Carter	23037 Smith Hulse Rd Circleville	740-912-1824
Mitchell Cohen	Mitchell Cohen	23015 Smith Hulse Rd Circleville	740-429-3247
Bobbie Passco	Bobbie Passco	22651 Smith Hulse Rd Circleville, OH 43113	740-474-9821
Jeffery Robinson	Jeffery Robinson	22887 Smith Hulse Rd Circleville, OH 43113	740-207-1580
Cynthia Woodward	Cynthia Woodward	25070 31st Rd. Circleville, OH 43113	(740) 474-8390

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Name	Signature	Address and Township	Phone Number	
Ronald Russell	<i>Ronald Russell</i>	2805 SR 22 W Circleville	614 679 0597	T/S
Chris Charney	<i>Chris Charney</i>	28233 SR 104 Circleville oh	740-571-1677	T/S
John Hoffman	<i>John Hoffman</i>	24737 SR 104 Circleville	740 207-1029	T
John Stephens	<i>John Stephens</i>	4995 St Rt 138	740-248-3561	T W
Steve Stevens	<i>Steve Stevens</i>	4995 State Rt 138 Circleville, OH 43113	740 248 2759	T W
Clark Stevens	<i>Clark Stevens</i>	4995 St Rt 138 Circleville, OH	740-601-6541	T W
Shawn Daniel	<i>Shawn Daniel</i>	4995 St Rt 138 Circleville, OH	740 248 6655	T W
Amber Daniel	<i>Amber Daniel</i>	4995 St Rt 138 Circleville, OH	740 248 7557	T W
Ross Stevenson	<i>Ross Stevenson</i>	4995 St Rt 138 Circleville, OH	740-248-1086	T W
Ernest Adams	<i>Ernest Adams</i>	4555 St Rt 138 Circleville, OH	740-571-1519	T W

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Name	Signature	Address and Township	Phone Number
Paula Metzger	PAULA METZGER	4127 Dungan Rd.	740 207 0136
Leo A. Metzger	Leo A. Metzger	4127 Dungan Rd.	740-207-0135
Connie Kiser	Connie Kiser	27061 Westfall Rd	740-601-3137
Joyce Metzger	Joyce Metzger	28890 Westfall Rd.	740.207.0072
Sara Metzger	Sara Metzger	28890 Westfall Rd	740.412.1509
Sam Hastings	Sam Hastings	28905 Westfall Rd	612 801 3008
Margaret M. Hoffman	Margaret M. Hoffman	26898 Westfall Rd. (502 Dry Run Road) Chillicothe, OH	(740) 701-0650
Ashley Metzger	Ashley Metzger	377 Harwich Rd Circleville	740 601-4114
Colin Metzger	Colin Metzger	377 Harwich Rd Circleville	740 601 4114
Wanda Weaver	Wanda Weaver	5255 S.R. 138 Circleville	740-605-9375

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Larry B Smith	LARRY B Smith	CIRCLEVILLE OH 4585 SR 138	740-412-4808
Judith Smith	Judith A. Smith	Circleville, O. 4585 S.R. 138	740-474-3981
Paul Norris	Paul Norris	4430 State Route 138	740 412 6353
ANDY York	Andy York	4382 State Route 138	606-369-7582
Rebecca Norris	Rebecca Norris	4430 St Rt 138 Circleville, OH 43113	740-497-1844
Breah Norris	Breah Norris	4320 St Rt 138 Circleville OH	740 412 8602
Brady Norris	Brady Norris	4320 St Rt 138 Circleville, OH	740 497-7289
Briley Norris	Briley Norris	3979 State Route 22 West Circleville	740-412-9338
Chris Starner	Chris Starner	4086 St. Rte 138 Circleville, Ohio 43113	740-207-7427
Dawn Starner	Dawn M Starner	4086 St. Rt. 138 Circleville, Ohio 43113	740-248-3736

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Name	Signature	Address and Township	Phone Number
Vivien Mounce		424 Glenmont Ct, Circleville	740- <del>474-2008</del> <sup>412-5530</sup>
Will Hamman		11000 Judas Road Perry	740-207-0182
John Hamman		27219 54th St 104 WYANE Twp	614-205-5695

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Name	Signature	Address and Township	Phone Number
KATHY Wilson	Kathy Wilson	4005 Hickory Bend Rd (Wayne)	1-740-444-6533
BUE Cooper	BUE Cooper	2642 North Rd Wayne	1-740-447-6354

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Name	Signature	Address and Township	Phone Number
Shirley Hearn		26576 Westfall Rd Circleville Ohio	740-497-9868
Rick Hearn		26576 Westfall Rd 43113	740-497-9867
Joseph A. Brown		26488 Westfall Rd Circleville, Oh	740-477-6870
Traci Brown		26488 Westfall Rd, Circleville Ohio	740-477-6870
Ryan Brown		26488 Westfall Rd, Circleville Ohio	740-477-6870
Mallory Bethel		26422 Westfall Rd. Circleville Ohio	740-877-6212
Dustin Bethel		26422 Westfall Rd. Circleville, OH 43113	740-649-4048
Wayne Rodgers		25598 Sisk Rd Circleville, Oh 43113	740-207-1360
Lindsay Rodgers		25598 Sisk Rd Circleville, OH 43113	11
Dustin H. Bethel		26422 Westfall Rd, Circleville, OH 43113	740-600-1602

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This is a Petition representing Ohio Residents that are AGAINST Industrial Solar Projects on Agricultural Land in Pickaway County with an emphasize on Ohio Power Siting Board case # 21-0868-EL-BGN, # 21-1090-EL-BGN, # 21-0960-EL-BGN. Additionally, we are opposed to any other future solar projects within Pickaway County at this time.

We the undersigned believe the following statements to be true and it our desire that the Ohio Power Siting Board deny approval for case # 21-0868-EL-BGN, # 21-1090-EL-BGN, # 21-0960-EL-BGN

There has NOT been an established basis of need for the facility's electric generation and transmission.

This facility has the ability to decrease property values in the area.

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Steve Stone	Steve Stone	13681 Huber Hitler Rd	740-500-7707
Larry Stonerock	Larry Stonerock	580 E. Circleville, Ohio 43113	740-601-3841
MEL SMITH	Mel Smith	611 S. S. Circleville	740-248-1250
Donald Lamb	Donald Lamb	19482 Commercial Pt Rd Circleville	740-207-0982

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Derek Caudill	<i>[Signature]</i>	6578 Putnam dr	740 207 9805
LUTHER RUFF DR	<i>[Signature]</i>	20416 STONEBROOK RD CIRCLEVILLE OH 43113	740-417-2374
Josh Adalg	<i>[Signature]</i>	24744 Huber Hitler Rd. Circleville OH 43113	614-425-2360
Robert J. Apple	<i>[Signature]</i>	1019 Lynwood Ave Circleville OH	
RANDY K. WENGER	<i>[Signature]</i>	121 W. CORWIN ST, CIRCLEVILLE, OHIO	- NA -
NEAL MATTHIAS	<i>[Signature]</i>	1791 EDGEWOOD DR OH 43113	N/A
BRAD MATTHIAS	<i>[Signature]</i>	1925 SHAWNEE TRL CIRCLEVILLE, OH 43113	N/A
Leonard Cooper	<i>[Signature]</i>	26445 ST Route 23	NA
Kenneth E. Gregory	<i>[Signature]</i>	249 Timberline Dr Circleville OH	614-209-6141
Phil Gordon	<i>[Signature]</i>	9301 Stoutville OHIO	NA

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Name	Signature	Address and Township	Phone Number
Helen Gillian	Helen Gillian	Locust Grove Rd, Williamsport Ohio	740-412-7591
Jane Roberts	Jane Roberts	26484 merris Glen Rd.	
JAMES CROSBY	JAMES CROSBY	250 CLARK DR CINCINNATI OH	740-438-9497
Scott Riddle	Scott Riddle	19284 LONDON RD CINCINNATI OH	740 601-8681
Edward G. Moore	Edward G. Moore	713 DUNBAR CREEK RD. WILLIAMS PORT OH	740-412-1411
Brandon Fulton	Brandon Fulton	10335 Winchester Stn rd Stoutsville OH	614-329-5138
Erin Dilling	Erin Dilling	3550 U.S 22 W Circleville	614-419-6894
Mike Loebing	Mike Loebing	518 Forestraw Ct. Circleville OH	740 464 1077
MARIE BELLIS	MARIE BELLIS	316 CEDAR HT CINCINNATI OH	614-206-0773
ROGER L. NEWTON	Roger L. Newton	26 E. Front ST. New Holland OH. Perry Twp.	740-495-3006

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The facility's impact on the continued agricultural viability of any land had NOT been substantiated and evidence of any such actual land viability post facility conversion has not been substantiated.

Name	Signature	Address and Township	Phone Number	
Jody Tarbill	Jody Tarbill	3451 Northup Ave Lot 1 South Bloomfield OH 43103 Harrison	740 288 5077	T
L Jay Webb	L Jay Webb	4745 Anderson Rd. Circleville, OH Jackson	740-207-1524	T
Pick Township	Pick Township	7700 Rt 316 C. R. Clev. L.L. 43113 Circleville, OH Harrison	614-270-2775	T
TRAVIS J. ADAMS	Travis J. Adams	1083 Portus Rd. Circleville, OH. Twp	740-474-5479	T
Molly A GARRISON	Molly A Garrison	576 Edgewood CIRCLEVILLE TWP	740 601 7502	T
Chris Schen	Chris Schen	9900 You're town Pk Lebanon OH 43164	—	T
Warren R Spangler	Warren R Spangler	17100 Cromby Rd. Walnut Ashville OH. 43103 Twp	—	T
Mammy Smith	Mammy Smith	1955 5100x 20R Circleville OH	740 812 7460	T
Riley Minor	Riley Minor	18001 Florence Chapel Pike Circleville OH	740 412 9232	T
Paul D. Jacobs	Paul D. Jacobs	9435 Pickaway St Circleville OH	740 412-6161	T

This is a Petition representing Ohio Residents that are AGAINST Industrial Solar Projects on Agricultural Land in Pickaway County with an emphasize on Ohio Power Siting Board case # 21-0868-EL-BGN

We the undersigned believe the following statements to be true and it our desire that the Ohio Power Siting Board deny approval for case # 21-0868-EL-BGN

There has NOT been an established basis of need for the facility's electric generation and transmission.

There has NOT been a realistic and accurate nature of understanding to the environmental impact within the rural community.

There is NOT quantifiable date established to determine whether the facility represents minimum adverse environmental impact and there have been NO alternative solutions proposed.

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Name	Signature	Address and Township	Phone Number
<i>Jack Mader</i>	<i>Jack Mader</i>	125 E UNION ST YAMASSEE	NO 412 3104
<i>Russell Friele</i>	<i>Russell Friele</i>	1000 mill RD Circleville OH 43113	740 207 7955
<i>Glenn Becker</i>	<i>Glenn Becker</i>	180 Sylvan Court Circleville OH 43113	740-474-5611
<i>Joseph Fongas</i>	<i>Joseph Fongas</i>	140 Folsom Ave Circleville OH 43113	740 225 8157
<i>Scott Strand</i>	<i>Scott Strand</i>	8250 Warner Huffer Road 43113	—
<i>Robert Foster</i>	<i>Robert Foster</i>	322 meadow Ln Circleville OH 43113	—
<i>Tim Mogan</i>	<i>Tim Mogan</i>	410 E MOYND ST CIRCLEVILLE OH 43113	740 601 2825
<i>Steve Palmer</i>	<i>Steve Palmer</i>	447 E Ohio St Circleville 43113	740-412-1224
<i>Andy B...</i>	<i>Andy B...</i>	11265 Court St. Circleville	—

T T T T T T T T T

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Name	Signature	Address and Township	Phone Number
Vivian Mone	<i>Vivian Mone</i>	424 Glenmont Ct, Circleville	740-474-2098 <sup>412-5530</sup>
Will Hamman	<i>Will Hamman</i>	11000 Judas Road Perry	740-207-0182
John Hamman	<i>John Hamman</i>	27219 St Rt 104 WAYNE Twp	614-205-5695

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**in**

**Case No(s). 21-0868-EL-BGN**

Summary: Testimony of Thomas E. Ebenhack electronically filed by Jack A Van  
Kley on behalf of Thomas E. Ebenhack







PUBLIC COMMENT

20-0972-EL-BCN

21-0808-EL-BCN

Dr. T.E. Ebenhack, D.V.M.  
28901 Ebenhack Road Circleville, Ohio 43113  
Phone: 740-474-4211

EXHIBIT

To Ohio Power Siting Board,

TE 3

I am a resident of Pickaway County and live on a 5<sup>th</sup> generation farm on the Pickaway-Ross County line. The Yellowbud Project is on my south side and if you approve the Scioto Project, my family will be sandwiched between them. How can you consider that fair? The more that we have looked into solar projects the more problems and questionable things we have found.

On December 7, 2021, there was a meeting at Deer Creek Lodge. Matt Butler was there and at the end of a discussion I gave him several pages about solar fires, with the understanding that he would give them to the Power Siting Board. So, I would think by now you have had ample time to read and consider the danger you put residents in if you approve the Scioto Project. What do you plan to do or require the solar company to do to protect area residents, like my family, from the potential of these fires? So far I have found literally nothing is being done! The Williamsport Volunteer Fire Department is responsible for the Scioto Project as well as part of the Yellowbud, Circleville, and Chipmunk Projects. We called them to ask about them protecting us from the solar fire. They had already looked into this and answered: we can't fight a solar fire and the only thing we can do is try to evacuate the residents. The paper that I sent in, "stop solar", has in it the fire was started by a bird (I assume flying into the panels). In addition we found that in California there has been a problem of birds flying into solar panels that they think is water. I would like to add, this area is a migrating path for geese and duck, plus there is a large flock of turkeys and some eagles living there now. (I have thought that we are supposed to protect eagles?)

In the papers I sent with Matt Butler the one at top says "We need our elected officials to represent the citizens that help elect them" The section B,1,2&a refers to the hazards of the toxins in the smoke of the fire, shouldn't solar fields be at least a mile from home bound individuals (or even anybody). Some other things in this paper should be of major concern. Is it a good idea to lose thousands of acres of farmland? Is it a good idea to expect that this industry will sometime provide a way to dispose of panels when damaged or "end of life"? Shouldn't the Siting Board have in writing that the solar companies have in place a recycling program in place and the money to do it (not just a bond by a LLC company)? So did the Yellow bud project have set in place a recycling program 60 days before construction?

I would appreciate the Board members coming down to the Yellowbud Project. I did not expect to see what I see now. The company stated that the land at the end of the project can go back in production, what I see is they are destroying the land for agriculture.

I talked to a board member of an electric company. I asked what his view was of solar energy. His answer was that they did not like solar, because it is unpredictable and its peak production of electric is between their biggest demands.

I called Ohio Department of Natural Resources to ask about studies on how solar projects effects wildlife, especially deer. The answers was their department personal said, they are trying to find studies but there isn't any. Shouldn't the Siting Board require these solar companies get some studies, before you keep approving more projects (I have heard Kentucky, has put a moratorium on projects for now)

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I called both Departments of Health and EPA to ask about any health issues, like what studies of any contamination of the soil and water, especially in 5, 10, 20, 25 years (not just brand new panels). Health Department said this is not our job (the health of Ohio residents?) EPA said they didn't know of any studies-I asked would EPA do testing on the solar fields-to see if it happens. The staff person said, "we don't have the funds to do that and if a factory goes in it could pollute also." (somehow that answer didn't make me feel any better.)

So is the real answer why the Power Siting Board keeps approving these projects is that you really don't care about us residents in the areas around solar projects? And also, do you feel a need to help these solar companies make large profits-they sell electric and the carbon credits, and get large (30%) tax credits? I would like to think your answer would be no. (We hear there may even be federal money helping them)

There are pros and cons to most things. Solar energy does have cons! Pickaway County will suffer its agriculture agricultural industry if you keep approving solar projects, as well as a ripple effect to other businesses. Several people now regret having leased land in the Yellowbud project but it is too late. Locals that wanted to oppose the project couldn't because it was online and reception is very bad down here. Please go to these projects and see what you have approved already. Most days I hear the equipment moving the top soil ( that they told me and others they wouldn't do). Put solar panels on the thousands of roofs and leave good farm land to grow the food we need.

Sincerely,

Thomas E Ebenhack D.V.M.



Department of  
Agriculture

*I hope the board  
members read this  
pages and then go see  
what the projects are doing.  
T.E.*

[www.agri.ohio.gov](http://www.agri.ohio.gov)

# Energy security

*I think this helps bring up some of the flaws of massive solar expansion.*

**T**he recent invasion of Ukraine by Russia is a stark reminder of what a cold, harsh place the world can be. I have no idea how bad this invasion will turn out to be. Most of us can only wait for news and pray for the safety of the Ukrainian people enduring this brutal attack.

As shock waves of this assault — launched during a time of relative peace — reverberate around the world, it demonstrates once again how important it is to nurture an “all of the above” energy strategy for our country. We cannot isolate ourselves from the effects of world events, but we must ensure an adequate supply of energy resources to meet our most basic security needs. All the world’s nations, and especially those in Europe, are being taught a lesson in vulnerability.

There are voices saying the lesson to be learned is to abandon fossil fuels in favor of green energy as a way to insulate us from the effects of an energy-supply crisis. Unfortunately, that is simply not realistic in the next 20 to 30 years. The non-fossil fuel technologies required to “firm up” the intermittent nature of wind and solar — nuclear power, battery storage, hydrogen — are all at least 20 years away from making a meaningful impact on our energy infrastructure. We will certainly make progress during that time, but we’ll still be dependent on diverse fossil fuel resources if we are to have an affordable, reliable, on-demand supply of energy that our current way of life requires.

In the meantime, your electric cooperatives will continue to promote policies that encourage the efficient and environmentally responsible development of energy resources of all types. The risks of favoring limited-supply sources, like only renewable energy, however, have been made all too clear.

Let’s pray for peace but be strong enough to endure the threats that exist.



**Pat O'Loughlin**  
PRESIDENT & CEO  
OHIO'S ELECTRIC  
COOPERATIVES

**All the world's nations, and especially those in Europe, are being taught a lesson in vulnerability.**



There are thousands (probably, millions) of roofs that solar panels could go on and not lose good farm land that could produce the food we need even more!

## EDITOR'S NOTEBOOK

# A HISTORIC OPPORTUNITY



## FARM JOURNAL

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## FARM JOURNAL



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to Africa, the situation in Ukraine has already increased costs from \$60 million to \$75 million. It says 2022 started with unprecedented hunger challenges that could get even worse.

All of that means U.S. farmers are needed more than ever. Not just to battle inflation here at home but to truly feed a hungry world. It's a calling often repeated in meeting halls and among social media circles.

This year, unless a big de-escalation happens soon, the world is going to need every bushel U.S. farmers can muster. It's a big responsibility but a challenge our industry is ready to meet head on.

*Clinton*

Clinton Griffiths, Editor  
[editor@farmjournal.com](mailto:editor@farmjournal.com)

## Breadbasket of the Black Sea

**70%** of its land is in production agriculture.

(102.5 million acres)

Ukraine is the world's leading exporter of **SUNFLOWER OIL**.

For 2021/22, Ukrainian exports will represent...



**18%**  
of global  
**BARLEY**



**16%**  
of global  
**CORN**



**12%**  
of global  
**WHEAT**



SCAN TO READ  
OUR ONGOING  
COVERAGE  
OF UKRAINE.



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Dr. T.E. Ebenhack, D.V.M.  
28901 Ebenhack Road Circleville, Ohio 43113  
Phone: 740-474-4211

To Dorothy Pelanda, Ohio Director of Agriculture,

My name is Thomas Ebenhack and I am a life long resident of Pickaway County owning a farm on the County line with Ross County. Representatives of the Yellowbud Solar project contacted us approximately 5 years ago. The representatives said Ohio had mandated AEP to generate electric with solar, the projects should be "sub-Appalachia" (south of Pickaway County), this would be 1000 acre project in Ross County, they would not be moving top soil, and that they would contact local residents in the area to make sure there was no opposition (which later they said that they had done). After the end of the project they would remove the panels, etc. and then the fields would go back into full production. All but possibly Ohio mandating AEP to generate electric with solar were untrue.

As the Director of Agriculture, I would think that you would be supportive of agriculture in Ohio. Projects like the Scioto Project are going to takeout good farm land-depriving farmers who have been renting this land for many years. In Pickaway County alone it sounds like the loss of 10,000 to possibly 20,000 acres of good farm land. If this happens, there will be farmers going out of business and there will be a ripple effect on the economy of the county-less seed, fertilizer, chemicals, farm equipment and on to even less income for spending on local businesses.

These projects are supposed to last 25 years and we have been told that the companies will come and remove everything and the land go right back into full production. They told us they would not be scraping off the top soil-they are and there are daily convoys of trucks hauling gravel dumping on those fields. One of our group talked to a professor at Ohio State Ag. Department- who said it would take a couple of decades to get back to production if then. Almost every day we hear the clamor of this equipment (moving the dirt that they said they were not doing) day after day, week after week. Have you gone to see what your Power Siting Board have approved? Come and see what I see everyday where they are raping the land. I would have thought the Director of Agriculture would be someone to protect farm land instead of destroying it.

When we realized that some of what we were told by the solar representatives were lies, we started looking on the internet. I was shocked to find out about solar field fires. The fire department can't fight them! If you allow the Scioto project to go ahead, my family and I will have 2 large solar projects on each side of us! Can you really tell me that is fair?

I contacted the Department of Health, EPA, and Natural Resources. I asked about my concerns to the wildlife, solar fires that cannot be fought, the smoke from the solar fires, and contamination of ground and water table in years of use. Nobody had any answers-no studies or plans for monitoring or protecting us who live around these solar projects. And yet you and the board keep approving projects.

So I am reaching out to you and hoping that the loss of good farm land in our County and our State may lead to at least a moratorium on these projects (like I have heard Kentucky has already done).

Sincerely,

Thomas E Ebenhack D.V.M.

P.S. There are thousands of roof tops to put these panels on that wouldn't take up an acre of farmland.

EXHIBIT

TE 4

 **FILE**

DR.T.E.Ebenhack  
28901 Ebenhack Road  
Circleville, Ohio 43113  
740-474-4211

21-868-EL-B6N

DOCKETING DIVISION  
Public Utilities Commission of Ohio

FEB 14 2023

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To Brian Baldridge, Ohio Director of Agriculture,

This is the second letter that I have sent to the Director of Agriculture office. I stated that I would think you would be supportive of agriculture in Ohio. The Scioto project will lose 3 good farms and hurt 3 farm families, since the owners are absentee landowners, not farmers, I am enclosing some articles. The American Farmland Trust says that the U.S. is losing 2,000 acres a day, already, and do you want to lose thousands more? The Farm Journal editor says that the world is going to need every bushel U.S. farmers can muster. An article in American Agriculturist January, 2022, says that production will need to increase by 70% to feed the world by 2050, and in the January 2023 issue an article said that the world population in 2016 was 7.4 billion and is expected to reach 9.1 billion by 2050. The president and CEO of Ohio's Electric Cooperative says that wind and solar are intermittent. I have solar panels on my barn - I included the Third Solar year layout. The highest yield of solar electricity is in the summer and the lowest in winter, with the highest need is in the winter! So does it really make sense, when we need to produce as much food as we can, to remove large amounts of good farm land for solar? If you want to put more solar in Ohio, put it on old strip mines (like AEP owns).

I am enclosing an article about soybean use to "replace" petroleum, as an asphalt modifier and in Goodyear tire production. The article says that the U.S. already use 7% of soybean oil for products such as paints, plastics, foam, and cleaners. Successful Farming December 2022 article says Chevron is making biodiesel and renewable diesel. To get the soybean oil, we need good farmland to produce the grain (isn't that green). The article from American Farmland says by 2040 we will lose 18.4 million acres- so why lose more to solar projects (We need to at least slow the loss instead of increasing the loss. Don't you think so? I am sending a copy of this plus other areas of concerns and some more articles to the Ohio Power Siting Board.

Sincerely,

Thomas E. Ebenhack

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EXHIBIT

TE 5



1-31-2023



Thomas Ebenhack

Tracy Jantzen:  
The Director of  
Agriculture seats on  
the Ohio Power Siting  
Board which oversees  
and decides on solar  
projects in Ohio.  
Please pass this on  
to the new director.  
If you have any questions  
of me, please call me.  
The more I look into  
solar projects, the more  
problems or questions I  
find. J.E. Ebenhack

Y2230471

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## 2,000 Acres a Day

Every day 2,000 acres of agricultural land are paved over, fragmented, or converted to uses that jeopardize farming. Join us in our mission to protect farmland, promote sound farming practices, and keep farmers on the land.

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Clinton Griffiths, Editor  
editors@farmjournal.com



SCAN TO READ  
OUR ONGOING  
COVERAGE  
OF UKRAINE.

For 2021/22, Ukrainian exports will represent...



**18%**  
of global  
BARLEY



**16%**  
of global  
CORN



**12%**  
of global  
WHEAT

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FARM JOURNAL





ed for the annual

## e dairy

to feature the farm's ex-  
n and information about  
n house.

visited the calves and  
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it takes to get it to their  
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et. Take a shot of a calf,  
ed, when you see it. You  
: photo on social media  
or later with your com-

all the story of your farm.  
rare your dairy farm's  
great June Dairy Month.  
in western Pennsylvania.  
vania 2019 Outstanding  
lture and is a past presi-  
Agri-Women.

# Our global farming community

## GENERATION NOW

BY SHELBY WATSON-HAMPTON



WE ALL KNOW the  
classic speech by  
Paul Harvey called  
"God Made A Farmer."

His spoken-word  
piece about our life in  
agriculture is truly a treasure, and it  
speaks to my soul every time I hear it.

I bring it up here for a specific  
reason. Interspersed among the other  
lines about the busy life of a farmer  
on the farm are also a few phrases on  
what farmers do for their community.

He says it because it's true. We  
farmers are committed to our com-  
munities, and we're proud of it.

Well, our community has grown  
beyond just a few miles from our  
farms. If the pandemic, the war in  
Ukraine, and the recent ups and  
downs in the world economy have  
taught us anything, it's that we are a  
global community now.

In this global community, we are  
all neighbors. And unfortunately, the  
metaphorical barn is on fire.

The newest United Nations report  
on climate change, released April 4,  
says that harmful global carbon emis-  
sions have never been higher in all of  
human history.

Simultaneously, according to the  
U.S. Farmers & Ranchers in Action,  
the next 30 years are the most impor-  
tant in the history of agriculture.

"Food production will need to in-  
crease by 70% to feed the world by  
2050. How do we nourish a growing  
population while our farmable  
land is shrinking?" USFRA CEO Erin  
Fitzgerald asks. She adds that "this is  
a call to leaders in food, finance and  
science to be part of the solution to  
co-create sustainable food systems  
with U.S. farmers and ranchers."

Many groups across the agricul-  
tural community are answering that  
call. One such group is Solutions from  
the Land.

SFL was conceived in 2009 by a  
team of agriculture, forestry, con-

servation, academic and industry  
leaders. It began as a dialogue on  
what the future of agriculture might  
look like, co-sponsored by the  
United Nations Foundation, The  
Nature Conservancy, Conservation  
International and Farm Foundation.

It has since evolved into a nonprofit  
operating in eight states, offering na-  
tional and global advocacy for land-  
based solutions to world problems.

Guess what? I was asked to  
partner!

I thought, why me? Can I do this?  
Do I even know enough to sound intel-  
ligent enough to potentially stand in  
front of a U.N. committee one day?

Then I thought, well, why not me?  
Someone has to help, right?

As the computer made the  
whooshing sound of a sent email, I  
looked down at my future farmer  
sleeping on my chest and thought,  
"I'm doing this for you. For the future  
you might be farming in."

The response came two weeks  
later. I was in!

Wish me luck! Actually, wish all of  
us luck!

Here's the list of this year's other  
cohorts:

- Jocelyn Anderson, Willows,  
Calif., a fourth-generation  
almond farmer
- Kyle Bridgforth, Tanner, Ala.,  
of Bridgforth Farms, a fifth-  
generation row crop operation
- Brad Doyle, Weiner, Ark., a soy-  
bean, rice, wheat and grass hay  
farmer
- Ben LaCross, Leelanau County,  
Mich., a second-generation  
farmer raising cherries
- Amella Levin Kent, Clinton, La.,  
co-owner of Kent Farms LLC,  
which raises and markets cattle
- Allyson Maxwell, Beaverton,  
Mich., a farmer raising sugar-  
beets, corn, soybeans and  
wheat
- Verity Uilbarri, Melrose, N.M.,  
owner and operator of a crop  
and livestock farm

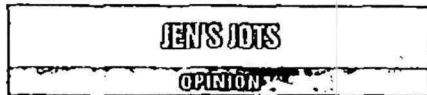
*Watson-Hampton farms with her  
family on their fourth-generation family  
farm in Brandywine, Md.*



# agriculture going to make it?

THE FACTS about

long, agricultural supporting ignorantly as-



sumed those outside of the industry knew what it took to grow food, fiber, feed and festivities — agritourism and the beverage

industry are growing. That includes extensive capital investment, time, inputs, technology, risk, expectations, conservation, logistics and so much more.

The average age of the U.S. farmer is about 57.5 years, according to the last U.S. Census (2017). Those older than 65 years



**YOUNG FARMERS:** My daughter Emily Malkin and son-in-law Tyler Malkin recently bought a cash-crop farm from Tyler's grandfather, Warren Malkin, as part of a succession plan. Tyler is pictured here during harvest with his son, Tucker Joseph. Part of the agreement includes a clause that the roughly 400-acre farm cannot be split up and sold for 20 years. PHOTO BY EMILY MALKIN

— the largest segment of producers and the largest controllers of land — are expected to retire and exit production in the next several years.

How land is transferred, and the timing, will have major implications for the industry. The world's population is expected to reach 9.1 billion people in 2050, up from 7.4 billion in 2016.

It appears we have a problem. A growing population will fuel demand with an increasing amount of dollars to spend, as more and more join the middle class around the world.

Farmers who are older than 65 outnumber farmers who are younger than 45. The difference is substantial, with 2.1 older growers for every farmer younger than 45.2. Thankfully, there are resources to help with the transition.

## NEW FEATURE

In this next year, Michigan Farmer and Ohio Farmer online and American Agriculturist will report on efforts being made to educate the public about agriculture, from farm to table, and the many steps in between. The first article on a Farm Science Lab in Michigan can be found on Page 14.

We'll also explore the challenges and opportunities for aspiring and beginning farmers, including succession plans to facilitate the transfer of skills, knowledge, equipment and land. There's no one answer or one-size-fits-all. The first step of an effective farm succession plan begins with discussion, which leads to defining goals by prioritizing needs. Then, you can incorporate the needs of future generations.

Read more about outreach efforts and this process throughout 2023. I'd love to

## PREPARING FOR THE NEXT GENERATION

MARCH 9-11, 2023  
ORLANDO

Join us in Orlando March 9-11, 2023 for America's largest farmer-led, farmer-focused educational and agricultural experience.



Established in 1996, Commodity Classic is presented annually by these associations:



The recent invasion of Ukraine by Russia is a stark reminder of what a cold, harsh place the world can be. I have no idea how bad this invasion will turn out to be. Most of us can only wait for news and pray for the safety of the Ukrainian people enduring this brutal attack.

As shock waves of this assault — launched during a time of relative peace — reverberate around the world, it demonstrates once again how important it is to nurture an “all of the above” energy strategy for our country. We cannot isolate ourselves from the effects of world events, but we must ensure an adequate supply of energy resources to meet our most basic security needs. All the world’s nations, and especially those in Europe, are being taught a lesson in vulnerability.

There are voices saying the lesson to be learned is to abandon fossil fuels in favor of green energy as a way to insulate us from the effects of an energy-supply crisis. Unfortunately, that is simply not realistic in the next 20 to 30 years. The non-fossil fuel technologies required to “firm up” the intermittent nature of wind and solar — nuclear power, battery storage, hydrogen — are all at least 20 years away from making a meaningful impact on our energy infrastructure. We will certainly make progress during that time, but we’ll still be dependent on diverse fossil fuel resources if we are to have an affordable, reliable, on-demand supply of energy that our current way of life requires.

In the meantime, your electric cooperatives will continue to promote policies that encourage the efficient and environmentally responsible development of energy resources of all types. The risks of favoring limited-supply sources, like only renewable energy, however, have been made all too clear.

Let’s pray for peace but be strong enough to endure the threats that exist.

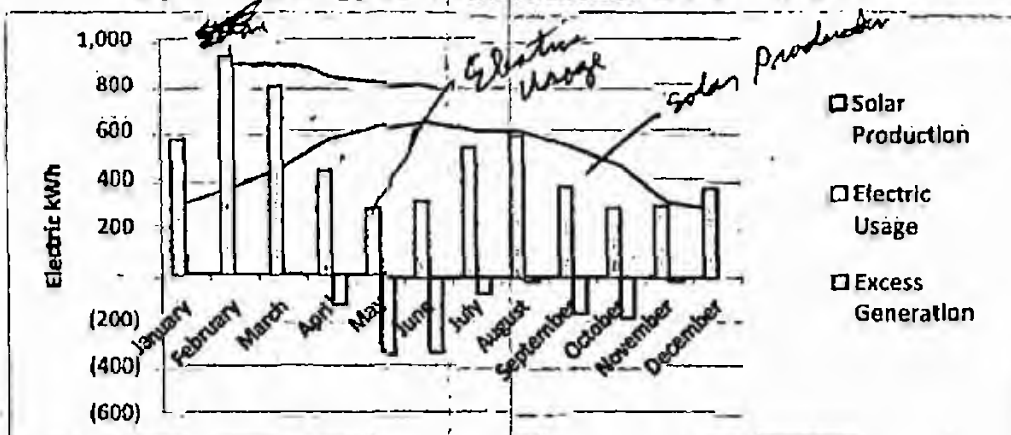


Pat O'Loughlin  
PRESIDENT & CEO  
OHIO'S ELECTRIC  
COOPERATIVES

All the world's  
nations, and  
especially those in  
Europe, are being  
taught a lesson in  
vulnerability.



## System Energy and Environmental Performance



	Solar kWh Generated	Electric kWh Used	% From Solar	Excess Generation
January	297	563	53%	-
February	370	929	40%	-
March	448	793	57%	-
April	565	435	130%	130
May	618	279	222%	339
June	651	323	201%	328
July	615	541	114%	74
August	610	593	103%	17
September	544	382	142%	162
October	472	291	162%	181
November	318	302	105%	16
December	286	379	75%	-
Year	5,793	5,810	99.7%	1,246

**% Solar: 99.7%**

- Your solar array will generate the above percentage of your building's electricity usage on an annual basis.
- If you generate more than you use in any single month, that "Excess Generation" will be carried forward as a \$ credit on your utility bill.



BY JENNIFER KIEL

SOYBEAN OIL HAS proven to be versatile beyond being a food product. Industrial purposes account for 7% of soybean oil used in the U.S. That includes products such as paints, plastics, foam and cleaners.

Here's a new one maybe you haven't heard of yet — Biorestor. It's a restorative asphalt modifier that has been shown to increase a pavement's life cycle by up to 40%.

According to the manufacturer, Biorestor penetrates to restore pavement from within, decreasing the brittleness and improving the flexibility of the pavement — and decreasing cracking.

To showcase its application and effectiveness, the product was applied to a 1-mile stretch of Colony Road near Fowler in mid-Michigan's Clinton County this summer.

According to Lisa Harris, owner of Roadway Bioseal, Biorestor is known for enhancing asphalt performance properties and longevity.

Compared to transitional sealants, the pavement rejuvenator has also performed well in terms of visual appeal, and at two-thirds the cost of the standard chip seal, the soybean-based rejuvenator was a great solution for Clinton County, Harris says.

The cost of applying the soybean oil-based asphalt enhancement product was covered by the Michigan Soybean Committee and Soy Transportation Coalition (STC), in partnership with the Clinton County Road Commission.

Not only to showcase the product, the Clinton County road was chosen for Biorestor for a couple other reasons.

"The Soy Transportation Coalition works to create an effective and reliable transportation system for soybean farmers and stakeholders, so we were seeking a road that soybean farmers use to complete their day-to-day tasks," says Hanna Campbell, MSC demand specialist.

"Additionally, Biorestor must be applied to good-condition asphalt, as it is used to prevent deterioration, not solve existing issues. MSC is looking forward to participating in more projects like this that highlight the exciting opportunities for new uses of Michigan soy and support soybean farmers by creating new markets for their product. In addition, soy-based



**BIORESTOR:** Biorestor, a soybean oil-based asphalt enhancement product, is designed to penetrate and restore pavement from within, decreasing the brittleness and improving the flexibility of the pavement — and decreasing cracking. It was applied to a 1-mile stretch in mid-Michigan as a demonstration project. PHOTO COURTESY OF MSC



**APPLICATION:** Biorestor must be applied to asphalt that is in good condition. It is used to prevent deterioration, not solve existing issues.

alternatives also conserve fossil fuels and can enhance both environmental and human well-being."

The rejuvenator itself costs \$61 per gallon, which is about \$7,900 per mile. That equates to more than a 40% extension on a pavement lifecycle for 61 cents per square yard, according to the company.

For a 1-mile pass, the product contains 200 gallons of soybean oil. The company touts its benefits as:

- increasing pavement flexibility by reducing viscosity
- increasing penetration
- reducing permeability, ravel and cracking

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- ▣ Increasing pavement flexibility by reducing viscosity
- ▣ Increasing penetration
- ▣ reducing permeability, ravel and cracking

- ▣ giving an additional service of four to seven years with retreatment evaluation

- ▣ reducing life-cycle costs

- ▣ reducing deterioration of pavement

Further development and use of concrete, asphalt and dust suppressants that are soy-based are ongoing.

"Being able to improve the longevity of our rural infrastructure by utilizing a product derived from soybeans is a win-win scenario," said Dan Rajzer, a soybean farmer from Decatur, Mich., and a MSCSTC board member.

"Through this demonstration project, we hope to encourage greater use of environmentally sustainable products like BioRestor that maintain our infrastructure and enhance farmer profitability. We look forward to further promoting this within the state of Michigan."

## OTHER SOYBEAN-OIL BASED PRODUCTS

Goodyear Tires has set a goal to eliminate all petroleum products in its tires by 2040 and replace that petroleum with soybean oil, Campbell says.

In 2017, Goodyear released its passenger vehicle soy tires (Assurance WeatherReady, Assurance ComfortDrive and Eagle Exhilarate), which were recently followed by its transit fleet and waste haul soy tires (Metro Miller & Endurance WHA).

"We are excitedly anticipating the release of their farm and truck soy tire lines soon," Campbell says. "Soybean oil, when incorporated into the tread of tires, gives drivers better tire performance, including increased flexibility in lower temperatures, as well as added traction in both rain and snow."

In partnership with Goodyear, Skechers has recently released soy-based rubber outsoles on its "Goodyear" shoe line. "By using soybean oil in the soles of their shoes, Skechers was able to create a long-lasting, durable and better gripping shoe for all weather conditions," Campbell says.

Another use includes Roof Maxx, which is a soy infusion technology that soaks shingles to restore their flexibility. As shingles age, they become dry and brittle, and eventually need to be replaced. The company boasts that by applying Roof Maxx to shingles every five years, it can add up to 15 years of life per roof, save money and keep construction waste out of landfills.



Q&amp;A

The Successful  
Interview

## KEVIN LUCKE

Chevron renewable energy group says future bright for biofuel.

By Cassidy Walter, Business Management Editor  
CassidyWalter@agriculture.com | @CassidyAWalter

In June, Chevron completed its acquisition of the Iowa-based company Renewable Energy Group — one of the largest producers of biodiesel and renewable diesel in the country. The newly formed Chevron Renewable Energy Group is headquartered in Ames, Iowa, and will be the central hub of the renewable fuels aspect of Chevron's business going forward.

Kevin Lucke, president of Chevron Renewable Energy Group, sat down with *Successful Farming* to discuss what this acquisition means for American farmers.

**SF: Your career with Chevron has taken you around the world, but you got your start at Iowa State University. How does it feel to be back in the Midwest?**

**KL:** Never in my wildest dreams could I have imagined I'd be back here — in Ames in particular. I got my job offer from Chevron when I was still on campus, and here I am back in Iowa. Both my wife and I have family in western Iowa, and so it's just fantastic to be back in the Midwest.

**SF: How does the acquisition of Renewable Energy Group fit into Chevron's vision for the future?**

**KL:** Our objective at Chevron is "higher returns, lower carbon." Our chairman has used that mantra as a guiding principle extensively for the last five years. As we have used that as our rallying cry to change the footprint of our business, we have also established a target of getting to 100,000 barrels per day of renewable fuels production

capacity by 2030. The Renewable Energy Group acquisition really turbocharges Chevron to get to that goal. About one-third of those 100,000 barrels per day are able to be produced currently by what Chevron Renewable Energy Group does.

**SF: How does these two companies becoming one impact the direction of both?**

**KL:** I think for Chevron, Renewable Energy Group brings a wealth of experience in the renewable fuels area. They've been the biofuels leader for probably the last 20 years. From the Renewable Energy Group perspective, I think what it also brings is some larger growth ambitions Chevron has and can help support.

**SF: What will this transition mean for the American farmer?**

**KL:** The Geismar [Louisiana] facility expansion will increase our capacity to produce renewable diesel. Soybean oil is one of the feedstocks that we will be processing in Geismar. This expansion will increase our demand for fats and oils coming from the agriculture industry, and that's a concrete example that's happening in real time.

**SF: Renewable Energy Group is known for using a variety of feedstocks. Will that still be the case?**

**KL:** That's really part of the secret sauce of what's been making Renewable Energy Group successful — their ability to take corn oil from ethanol plants, used cooking oil from restaurants, soybean oil, animal tallow, you name it ... and create biodiesel. That will continue.

**SF: There is a lot of new interest in renewable diesel, but will there still be a place for biodiesel?**

**KL:** The future is really, I think, bright for both renewable diesel and biodiesel. To meet the growing lower carbon energy demands, we're going to need all those forms of renewable fuels. So, the answer is yes, we're going to need all of the above to be able to meet those expectations.

**SF: What would you say to those hesitant to view a petroleum company as a renewable fuel partner?**

**KL:** Chevron is committed to lower carbon fuels. The reality is it's going to take both traditional petroleum companies and renewable fuels companies working together to find a solution for where we need to head as a society. In the past, perhaps traditional energy companies and the biofuels businesses didn't see eye to eye. I know that's changing and has to change for us ... to offer lower carbon solutions to customers in the U.S. and the world. ☐

**SF Bio**

**Name:** Kevin Lucke  
**Background:** Lucke is president of Chevron Renewable Energy Group. Previously, he was director, Integrated Supply Chain. He has spent 40 years at Chevron in the Downstream & Chemicals business.  
**Education:** Lucke received his bachelor's degree in chemical engineering from Iowa State University and his MBA from Pepperdine University.





JIM EKSTRAND/ALAMY

# New Report: Smarter Land Use Planning Is Urgently Needed to Safeguard the Land That Grows Our Food

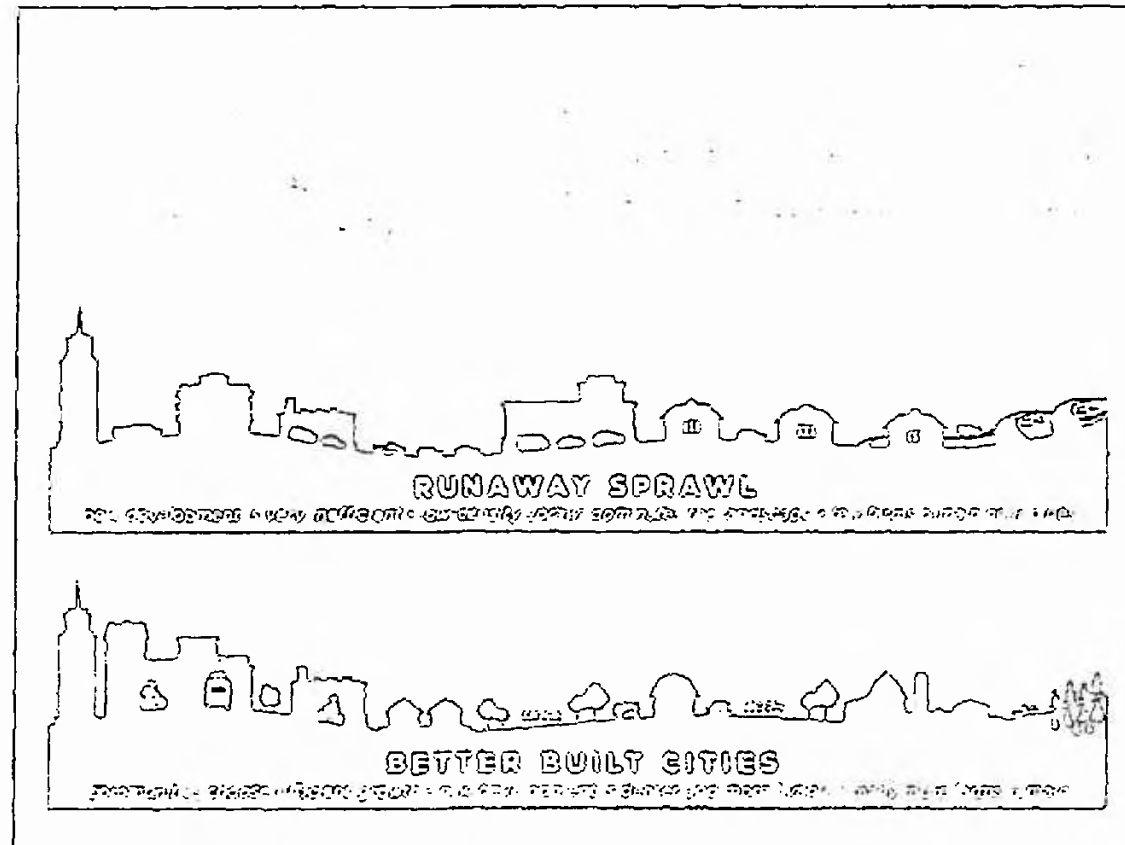
BY BRENNAN HAFNER

America's farmland and ranchland is rapidly disappearing. If we continue developing it at the current pace, we'll lose another 18.4 million acres by 2040—an area nearly the size of South Carolina.

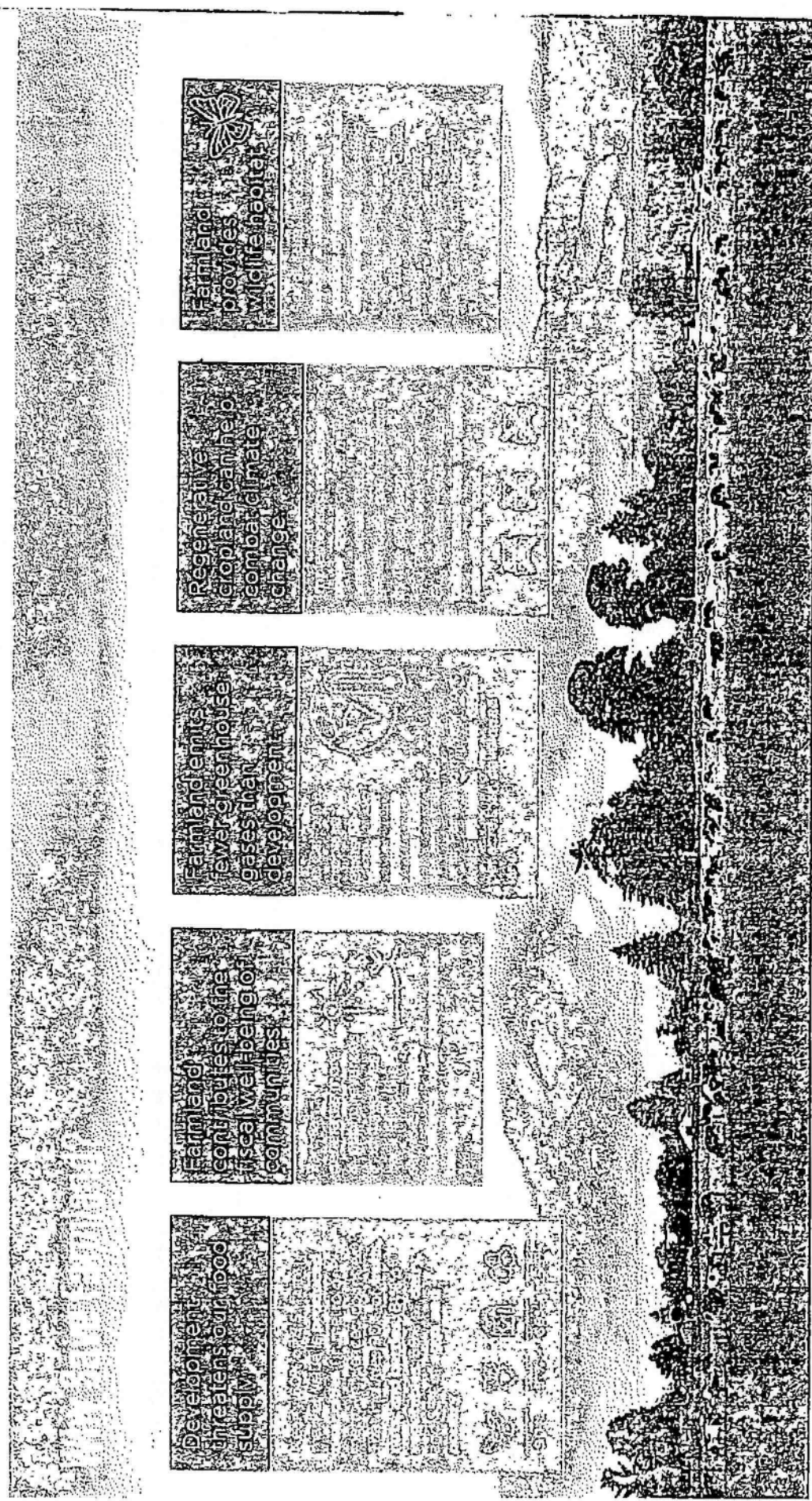
Such poorly planned development threatens the viability of our farms, our rural communities, and future food security. And because the conversion is concentrated near cities and towns, it will have an outsized impact on smaller farms. It also drives greenhouse gas emissions by lengthening commutes, reinforcing car dependence, and covering the soil essential for carbon sequestration.

We face a choice: let poorly planned development continue or work to safeguard farmland through better land-use planning and additional farmland protection tools.

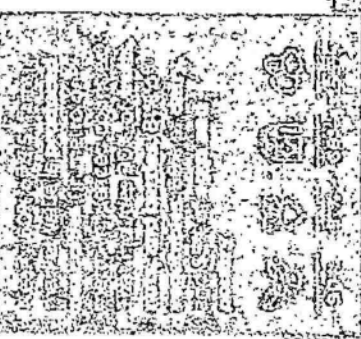
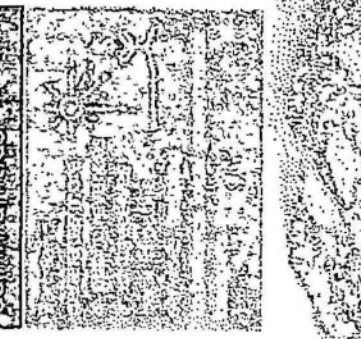
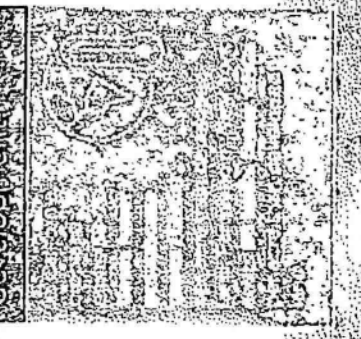
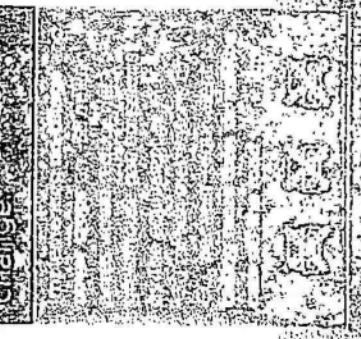
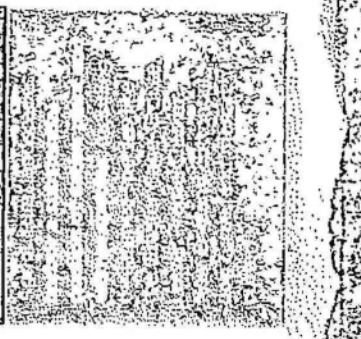
Our newest installment of *Farms Under Threat*, our effort to advance cutting-edge solutions for farmland protection, shows how significant development choices can be to the future of agricultural land by mapping alternative futures out to the year 2040. *Farms Under Threat 2040: Choosing an Abundant Future* demonstrates that safeguarding local



The three future scenarios modeled in the report.



JIM EASTMAN/ALAMY

<p>Development threatens our food supply.</p> 	<p>Farmland contributes to the fiscal well-being of communities.</p> 	<p>Farmland emits fewer greenhouse gases than development.</p> 	<p>Regenerative cropland can help combat climate change.</p> 	<p>Farmland provides a wildlife habitat.</p> 
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BY BRENNAN HAFNER

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threatens the viability of our farms, our rural communities, and future food security. And because the conversion is concentrated near cities and towns, it will have an outsized impact on smaller farms. It also drives greenhouse gas emissions by lengthening commutes, reinforcing car dependence, and covering the soil essential for carbon sequestration.

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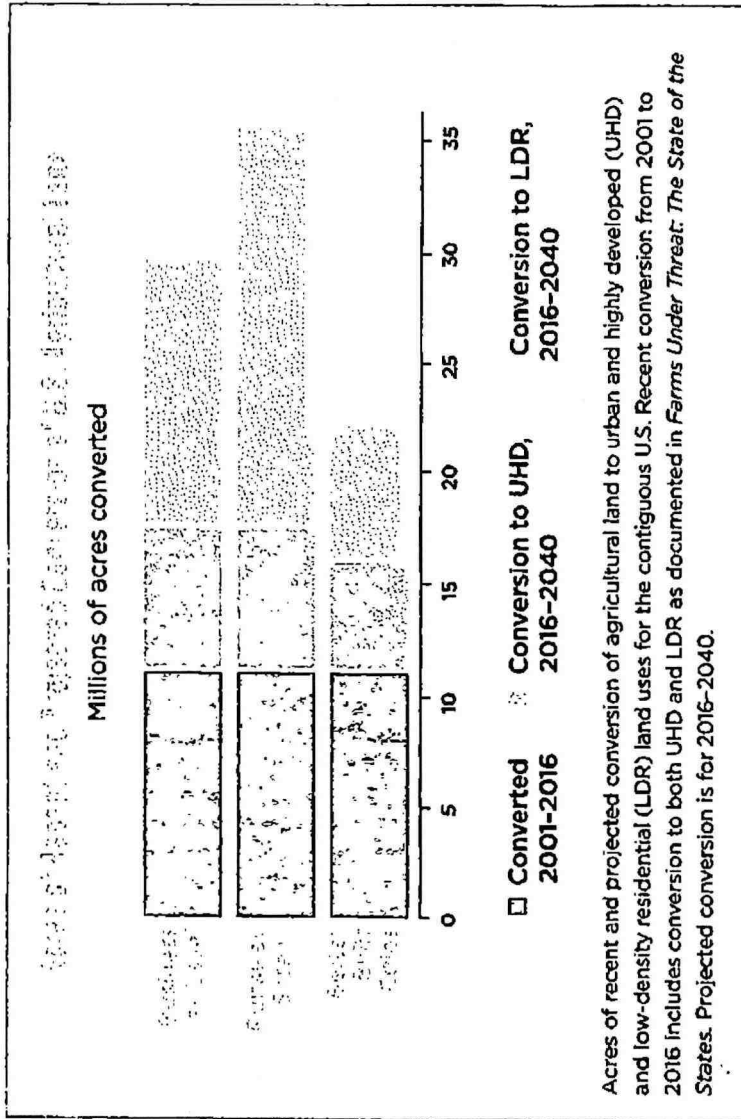
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We can all play a part in making this vision a reality. Developers can revitalize urban spaces and build compact communities rather than wipe away wider expanses of farmland. All of us can support farm-focused land trusts and buy locally produced food. And if we own farmland, we can protect it in perpetuity with an agricultural conservation easement.

Our findings suggest the urgent need for a more thoughtful, equitable, and sustainable path forward. We can build better. We can protect farmland and support the farmers who steward it. We can stem climate change and conserve water. We can help usher in a new, more diverse generation of farmers and ranchers.



The three future scenarios modeled in the report.



## C: TOMORROW

### Future of Fuels

Efforts to reduce carbon in transportation may seem focused on electric vehicles. In reality, liquid fuels will also play an important role, especially in agriculture and rural America.

"It will take an evolution, not a revolution, for our country to reduce its carbon footprint," says Darin Hunhoff, who leads CHS' energy businesses. "This means relying on a mix of versatile energy solutions, like electric, wind and solar, but also renewable fuels, and fossil fuels."

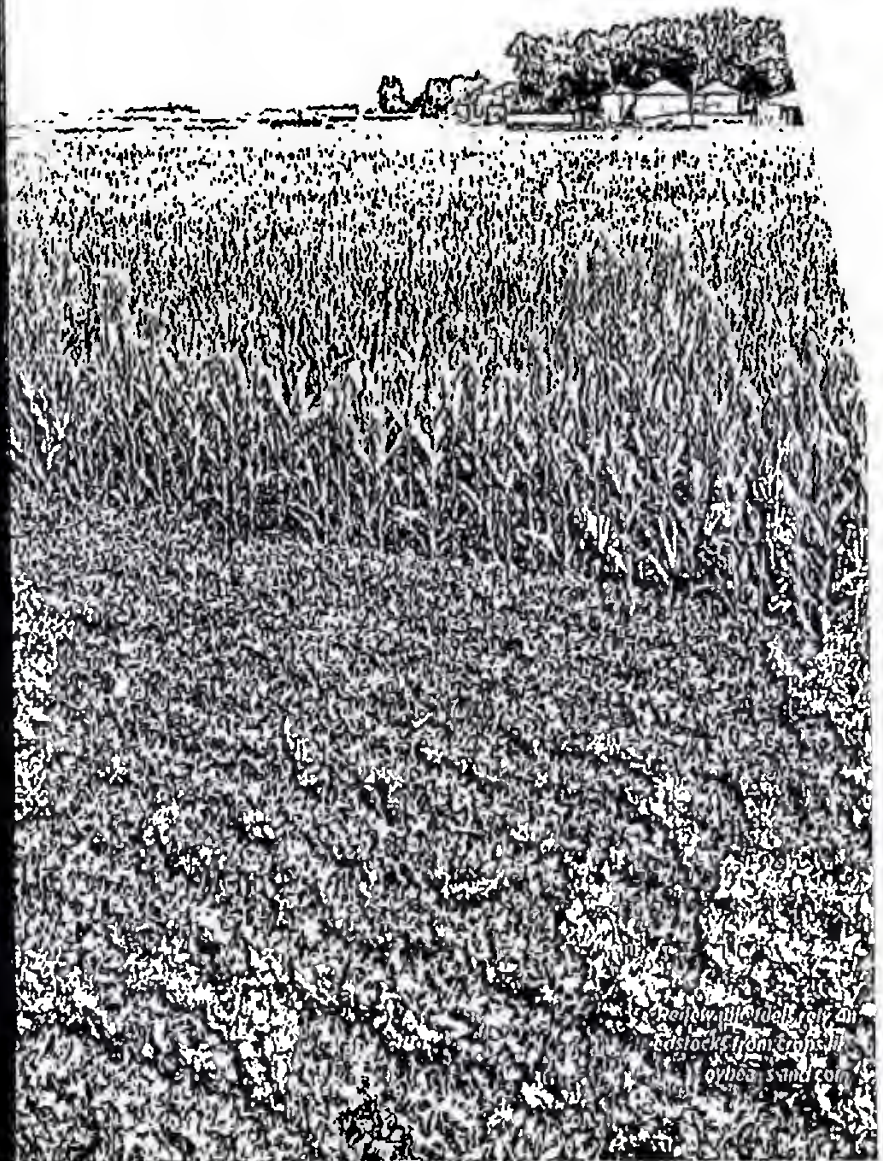
"As a producer of fossil fuels, producer of soybean oil and ethanol, and a global grain marketer, CHS has a unique perspective on how vital energy and agriculture will be in the future."

CHS has formed an employee-led group across energy, grain, processing and government affairs to educate policymakers about the importance of liquid fuels. "We knew we had to come to this issue as one CHS to make sure our policymakers understand how important liquid fuel is for rural America," says Hunhoff.

Informed by both ag and energy perspectives, the CHS government affairs team advocates for owners on issues including the low Carbon Fuel Standard, refining regulations and ethanol policy. The group also meets regularly to discuss emerging trends, like renewable diesel production and E15 regulation.

"The unique voice we bring to the table can help cut through the noise with a clear vision on the importance of liquid fuels," says Hunhoff. "We know our owners and customers will rely on liquid fuels for the foreseeable future and we will make sure their needs of our owners are heard."

— Sarah Haugen



I added this in. There is a place for wind, solar, fossil fuel, and ~~renewable~~ renewable fuels—but we need the good farm land to be farmed. Put solar other places.



*This is the 1st draft copy of what I sent to Dorothy Pelanda.*

Dr. T.E. Ebenhack, D.V.M.

28901 Ebenhack Road Circleville, Ohio 43113

Phone: 740-474-4211

To Dorothy Pelanda, Ohio Director of Agriculture,

My name is Thomas Ebenhack and I am a life long resident of Pickaway County owning a farm on the County line with Ross County. Representatives of the Yellowbud Solar project contacted us approximately 5 years ago. The representatives said Ohio had mandated AEP to generate electric with solar, the projects should be "sub-Appalachia" (south of Pickaway County), this would be 1000 acre project in Ross County, they would not be moving top soil, and that they would contact local residents in the area to make sure there was no opposition (which later they said that they had done). After the end of the project they would remove the panels, etc. and then the fields would go back into full production. All but possibly Ohio mandating AEP to generate electric with solar were untrue.

As the Director of Agriculture, I would think that you would be supportive of agriculture in Ohio. Projects like the Scioto Project are going to takeout good farm land-depriving farmers who have been renting this land for many years. In Pickaway County alone it sounds like the loss of 10,000 to possibly 20,000 acres of good farm land. If this happens, there will be farmers going out of business and there will be a ripple effect on the economy of the county-less seed, fertilizer, chemicals, farm equipment and on to even less income for spending on local businesses.

These projects are supposed to last 25 years and we have been told that the companies will come and remove everything and the land go right back into full production. They told us they would not be scraping off the top soil-they are! One of our group talked to a professor at Ohio State Ag. Department- who said it would take a couple of decades to get back to production if then. Almost every day we hear the clamor of this equipment (moving the dirt that they said they were not doing) day after day, week after week. Have you gone to see what your Power Siting Board have approved? Come and see what I see everyday where they are raping the land. I would have thought the Director of Agriculture would be someone to protect farm land instead of destroying it.

*And there  
are daily  
convoy  
of truck  
hauling  
gravel  
dumping on  
these fields*

When we realized that some of what we were told by the solar representatives were lies, we started looking on the internet. I was shocked to find out about solar field fires. The fire department can't fight them! If you allow the Scioto project to go ahead, my family and I will have 2 large solar projects on each side of us! Can you really tell me that is fair?

I contacted the Department of Health, EPA, and Natural Resources. I asked about my concerns to the wildlife, solar fires that cannot be fought, the smoke from the solar fires, and contamination of ground and water table in years of use. Nobody had any answers-no studies or plans for monitoring or protecting us who live around these solar projects. And yet you and the board keep approving projects.

So I am reaching out to you and hoping that the loss of good farm land in our County and our State ~~may~~ MAY lead to at least a moratorium on these projects (like I have heard Kentucky has already done).

Sincerely,

Thomas E Ebenhack D.V.M.

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

First Solar Development, LLC  
c/o First Solar Inc.  
11757 Katy Freeway, Suite 400  
Houston, TX 77079  
Attention: Records Department

201800001494  
Filed for Record in  
ROSS COUNTY, OH  
KATHY DUNN  
03-02-2018 At 12:23 pm.  
LEASE 96.00  
OR VOLUME 518 PAGE 2141 - 2148

RECEIVED  
MARCH 2 2018  
Thomas M. Spetnagel Jr.  
AUDITOR ROSS COUNTY, OHIO

*Thomas M. Spetnagel Jr.*

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

## MEMORANDUM OF LEASE OPTION AGREEMENT

THIS MEMORANDUM OF LEASE OPTION AGREEMENT ("**Memorandum**") is made as of this 22 day of November, 2017, by Thomas E. Ebenhack & Scarlett Y. Ebenhack, husband and wife (collectively, "**Optionor**") in favor of First Solar Development, LLC, a Delaware limited liability company ("**Optionee**").

### RECITALS

A. Optionor holds a fee simple interest in approximately two hundred twenty-two (222) acres of real property situated in the County of Ross, State of Ohio, which real property is described on Exhibit A attached hereto, including all rights and benefits appurtenant thereto and improvements thereon, including, any easements and rights-of-way benefiting such real property, and any water and surface mineral rights pertaining thereto, as well as the right to access and utilize all radiant energy emitted from the sun upon, over and across said real property (collectively, the "**Property**").

B. Optionor and Optionee are parties to that certain Lease Option Agreement, dated November 22, 2017 (the "**Option Agreement**") pursuant to which Optionor granted to Optionee and Optionee acquired from Optionor an option to lease all or a portion of the Property on the terms and conditions as described in greater detail therein. Capitalized terms used herein without definition shall have the definitions set forth in the Option Agreement.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Grant of Option to Lease Property. Pursuant to the Option Agreement Optionor has granted and hereby grants to Optionee an option to lease all or a portion of the Property on the terms and conditions set forth in the Option Agreement (the "**Option**"). The Option term shall commence on the Effective Date and continue until the earlier of (i) the third (3rd) anniversary of the Effective Date (the "**Initial Term**") or (ii) the date Optionee has either delivered an Exercise

RECEIVED  
ROSS COUNTY ENGINEER'S MAP ROOM  
DATE 03/02/2018 BY MONE

Notice (as defined below) or a Termination Notice (as defined below) with respect to every portion of Property and which Initial Term may be extended by written notice one (1) time for an additional period from the date of expiration of the Initial Term until the earlier of (i) the second (2nd) anniversary of the date of expiration of the Initial Term or (ii) the date Optionee has either delivered an Exercise Notice or a Termination Notice with respect to every portion of Property (the “**Extended Term**” and collectively with the Initial Term, the “**Option Term**”).

2. Option Exercise and/or Termination. During the Term, Optionee shall have the right on one or more occasions to (i) exercise the Option by delivering written notice (each, an “**Exercise Notice**”) to Optionor setting forth its intent to exercise the Option with respect to all or a portion of the Property upon which Optionee desires to obtain exclusive leasehold rights to construct and operate a solar project (“**Project Site Property**”) and/or portion(s) of the Property upon which Optionee desires to obtain nonexclusive access, gen-tie and utility easement rights (the “**Access and Utility Property**”) pursuant to the applicable Lease, and/or to (ii) terminate the Option with respect to all or a portion of the Property (each, “**Termination Notice**”). Following delivery of an Exercise Notice, the Lease of the Project Site Property and Access and Utility Property (collectively, “**Lease Property**”) shall be granted on the Closing Date. Following delivery of a Termination Notice, Optionor and Optionee shall record an amendment to this Memorandum reflecting the termination of the Option with respect to the Property described in the Termination Notice. From and after the date Optionee has delivered a Termination Notice or signed a Lease with respect to any portion of the Property originally subject to the Option, the term Property as used in the Option Agreement shall be deemed amended to exclude the portion of the Property originally subject to the Option for which a Termination Notice has been delivered or a Lease has been signed.

3. License to Conduct Due Diligence Activities. Optionee and its representatives, agents, and contractors shall have a license to enter upon the Property, at Optionee’s cost and expense, in connection with Optionee’s evaluating the Property, including, without limitation, the right to conduct the studies and inspections referred to in this Section 3. Such license shall begin on the Effective Date and continue until the expiration of the Term or the date Optionee delivers a Termination Notice with respect to all or a portion of the Property, or, if Optionee delivers an Exercise Notice with respect to all or a portion of the Property, then such license shall continue through Close of Escrow with respect to such Property. Such right of entry shall include, but not be limited to, (1) the right to conduct geotechnical, biological and cultural resource investigations; (2) the right to install solar monitoring station(s); (3) the right to conduct a Phase I Environmental Site Assessment; and (4) the right to undertake a Phase II Environmental Site Assessment if recommended by Optionee’s Phase I Environmental Site Assessment or if otherwise determined to be prudent by Optionee in Optionee’s sole and absolute discretion.

4. Maintenance of Property. Until the Close of Escrow or the termination of the Option Agreement with respect to the Property or applicable portion thereof, (i) Optionor shall ensure that the Property is maintained substantially in accordance with its current condition and in compliance with all applicable laws, (ii) Optionor shall maintain current levels and coverages of insurance, (iii) Optionor shall not voluntarily take any action to render any of the representations or warranties of Optionor set forth in the Option Agreement incorrect, (iv) Optionor shall not without the prior written consent of Optionee, which consent shall not be unreasonably withheld, (x) voluntarily create or acquiescence in the creation of any additional liens, encumbrances,

covenants, conditions, easements, rights of way or similar matters or other exception to title to the Property, (y) convey any interest in the Property, or (z) modify, extend, terminate or otherwise change any of the terms, covenants or conditions of the leases or material contracts affecting the Property, or enter into new leases or any other material contracts affecting the Property, which would, in each case survive the Close of Escrow, as applicable, and become binding upon Optionee, except, with respect to clause (y) and (z), a Permitted Farm Lease, and (v) Optionor shall not make any material alterations to the Property, and Optionor shall pay for all capital and other improvements (including labor and materials) which are performed or contracted for by Optionor at or prior to the Close of Escrow.

4. Right of First Offer. If during the term of the Option Agreement (including any extended term) plus a period of ninety (90) days following the expiration or termination of the term, Optionor intends to sell, assign, transfer or convey all or a portion of the Property or the direct owner of Optionor proposes to sell a controlling interest in Optionor (any of the foregoing, a "Disposition") to any third party (other than (i) any Optionor Affiliates or (ii) persons related by blood, adoption, or marriage to Optionor), then, provided no Event of Default by Optionee then exists and is continuing which Optionee is not diligently proceeding to cure as permitted under the Lease, Optionor shall give notice of such contemplated Disposition and Optionee shall have the right of first offer (the "ROFO"), exercisable by notice which may be given on or before the thirtieth (30th) day after the notice of Disposition is given. The full terms and conditions of Optionee's ROFO and the rights and obligations of Optionee and Optionor with respect thereto are set forth in the Option Agreement.

5. Effect of Memorandum. Optionor and Optionee have executed and recorded this Memorandum to give notice of the Option Agreement and their respective rights and obligations with respect to the Property. This Memorandum shall not be construed as modifying the terms or conditions of the Option Agreement. In the event of a conflict between this Memorandum and the Option Agreement, the Option Agreement shall control.

6. Counterparts. This Memorandum may be signed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Memorandum.

Signature page follows

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

OPTIONEE:

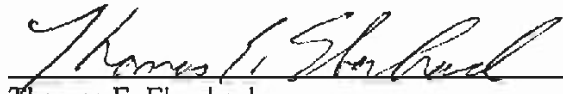
First Solar Development, LLC, a Delaware limited liability company

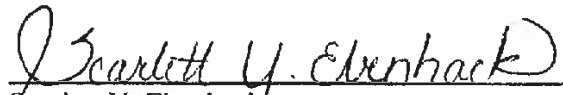
By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

OPTIONOR:

  
\_\_\_\_\_  
Thomas E. Ebenhack,  
as tenant-in-common

  
\_\_\_\_\_  
Scarlett Y. Ebenhack,  
as tenant-in-common

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

OPTIONEE:

First Solar Development, LLC, a Delaware limited liability company

By: 

Name: Omar Aboudaher

Its: Authorized Representative

DS  
JG

OPTIONOR:

Thomas E. Ebenhack,  
as tenant-in-common

Scarlett Y. Ebenhack.  
as tenant-in-common



ACKNOWLEDGEMENTS

State of Ohio,

County of Franklin, ss:

On this date of November 22, 2017, before me personally appeared Thomas E. Ebenhack and Scarlett Y. Ebenhack, who proved to me upon satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed it.

WITNESS my hand and official seal.

Carolyn D. Eselgroth Notary Public

My commission expires:

NOTARY SEAL

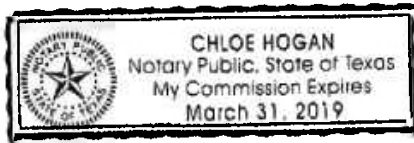


CAROLYN D. ESELGROTH  
ATTORNEY AT LAW  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Section 147.03 R.C.

STATE OF TEXAS )  
 ) ss.  
COUNTY OF Harris )

This instrument was acknowledged before me on December 11<sup>th</sup>, 2017 by Omar Aboudaner, as Authorized representative of First Solar Development, LLC, a Delaware limited liability company, on behalf of such limited liability company.

NOTARY SEAL:



Unbe Hogan  
Signature of notarial officer

Chice Hogan  
Printed Name

My commission expires: 3-31-2019

**This instrument was prepared by:**

**Krystal McKinnie**  
First Solar Inc.  
11757 Katy Freeway, Suite 400  
Houston, TX 77079

EXHIBIT A TO MEMORANDUM OF LEASE OPTION AGREEMENT

LEGAL DESCRIPTION

The land referred to in the Commitment is described as follows:

Situated in the Township of Union, County of Ross, State of Ohio, described as follows:

Situated in the Township of Union, in the County of Ross and in the State of Ohio and bounded described as follows:

First Tract. Beginning at a stone on the original east line of Survey 4207-4719, and west line of survey 1447 and N. 20 deg. 52 min. E. 87 poles 20 links from stone in public highway and starting point to tract this day deeded to Charles J. Lutz; thence N. 69 deg. 08 min. W. 58 poles to a stone; thence N. 20 deg. 52 min. E. 15 poles 11 links to a stone near ditch; thence N. 69 deg. 03 min. W. 100 poles closely following ditch to stone on the edge of the ditch an oak tree bearing N. 20 deg. 52 min. E. 81 1/2 links distant; thence N. 20 deg. 52 min. E. 176 poles 15 links to a stone thence S. 69 deg. 08 min. E. 158 poles to a stone on original east line of survey No. 4207-4719; thence with said line of Survey 4207-4719) S. 20 deg. 52 min. W. 182 poles 1 link to the place of beginning, containing 180 acres of land more or less (being a part of Survey 4207-4719) excepting from the same one rod in width along the last named line for a private road, and for a public road if needed, the said tract hereby conveyed being the premises heretofore conveyed by Isaac Lutz et ux. to Mary E. Dunlap by warranty deed dated November 13th, 1895, recorded in Ross County Deed Record 119 page 546.

Second Tract. Beginning at a stone in the south east corner of a certain tract of land deeded to David J. Parker by Ada Eisenbrey and John H. Eisenbrey her husband, by deed dated March 3rd, 1896, recorded in Ross Co. Deed Record 121, page 27, and also corner to the land of Mary E. Dunlap and the Thomas Brown heirs; thence with the line of the Thomas Brown heirs N. 70 3/4 W. 125 poles to a stone corner to Wm. Parker's land (from which a hickory bears N. 65 W. a distance of 37 feet); thence with the line of Wm. Parker N. 19 1/4 E. 91 poles and 20 links to a stone and in the line of George Tootle; thence with the line of George Tootle S. 70 3/4 E. 128 poles and 13 links to a stone corner to Mary E. Dunlap; thence with Dunlap's line S. 21 3/4 W. 93 poles to the place of beginning containing 72 acres 2 roods and 31 poles, more or less, and also a certain right of way one rod wide extending from the above described lands through the lands of Wm. Parker to the Westfall road; the said tract hereby conveyed being the premises heretofore conveyed by Bochard et al to Mary E. Dunlap by deeds dated December 14th and 29th respectively, and recorded in Ross County Deed Records 162, pages 190 and 192.

Parcel Nos. 370902021000 and 370902018000

201800001494  
Electronic Filing  
From: Corporation Service Company  
Thru: ERX

EXHIBIT

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Yellowbud Solar, LLC  
c/o First Solar Development, LLC  
11757 Katy Freeway, Suite 400  
Houston, TX 77079  
Attn: Manager, Real Estate

RECEIVED  
12/17/2019

*Thomas E. Ebenhack*  
AUDITOR ROSS COUNTY, OHIO

201900009088 12/17/2019 8:55AM  
Filed for Record in ROSS County, OH  
Kathy Dunn, Recorder Rec Fees: \$82.00  
ASNL OR Vol 537 Pgs 3310 - 3314  
ERECORDING

Space above this line reserved for County Recorder's use.

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made as of December 10, 2019 ("Effective Date") by and between First Solar Development, LLC, a Delaware limited liability company ("Assignor"), and Yellowbud Solar, LLC, a Delaware limited liability company ("Assignee"), with reference to the following facts:

### RECITALS

WHEREAS, Assignor, as Optionee and Thomas E. Ebenhack & Scarlett Y. Ebenhack, together as Optionor, previously entered into that certain Lease Option Agreement (the "Agreement"), dated November 22, 2017, a memorandum of which was recorded on March 2, 2018 in the Official Records of Ross County, Ohio as Instrument No. 201800001494 at Volume 518 Page 2141, pursuant to which Optionor granted to Optionee an exclusive option to lease certain real property owned by Optionor as more particularly described on Exhibit A attached hereto. Capitalized terms used but not defined herein have the meanings given to those terms in the Agreement.

WHEREAS, Assignor desires to assign, and Assignee desires to assume, all of Assignor's rights and obligations under the Agreement effective from and after the Effective Date.

### AGREEMENT

NOW, THEREFORE, in consideration of the promises herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption. Assignor hereby assigns to Assignee all of Assignor's right, title and interest, in, to, and under the Agreement and delegates all of Assignor's liabilities and obligations as contained in the Agreement. Assignee hereby accepts such assignment of Assignor's right, title and interest in, to and under the Agreement and assumes such liabilities and obligations, and agrees to pay, perform and observe all of Assignor's liabilities, obligations,

covenants, agreements and conditions to be paid, performed or observed thereunder and be bound by all provisions of the Agreement applicable to Assignor.

2. Notice. Assignee's address for notice shall be as follows:

Yellowbud Solar, LLC  
c/o First Solar, Inc.  
11757 Katy Freeway, Suite 400  
Houston, TX 77079  
Attn: Manager, Real Estate

with copy to:

First Solar, Inc.  
350 West Washington Street, Suite 600  
Tempe, Arizona 85281  
Attention: General Counsel

3. Successors and Assigns. This Assignment shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns.

4. Further Assurances. Assignor and Assignee each agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be required hereunder or by law, to effectuate the terms of this Assignment.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal substantive laws of the State of Ohio applicable to contracts made and to be performed in that state (without reference to choice of law principles).

6. Entire Agreement. This Assignment constitutes the entire agreement between the Assignor and Assignee with respect to the assignment and assumption of the Agreement and may not be modified or amended in any manner other than by supplemental written agreement executed by the parties hereto.

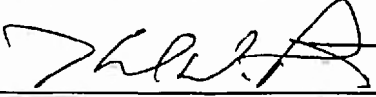

7. Multiple Counterparts. This Assignment may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment as of the Effective Date.



**ASSIGNOR:**

FIRST SOLAR DEVELOPMENT, LLC  
a Delaware limited liability company

By:    
Name: Karl Pierce  
Title: Authorized Representative

**ASSIGNEE:**

YELLOWBUD SOLAR, LLC,  
a Delaware limited liability company

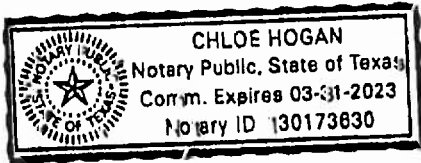
By:    
Name: Karl Pierce  
Title: Authorized Representative

ACKNOWLEDGMENTS

STATE OF TEXAS           )  
COUNTY OF Harris       )

This instrument was acknowledged before me on December 12<sup>th</sup>, 2019 by Harl W Pierce  
~~Authorized Representative~~ of First Solar Development, LLC, a Delaware limited liability company, on  
behalf of said limited liability company.

(Personalized Seal)



Chloe Hogan  
Notary Public in and for  
THE STATE OF TEXAS

*[If impression notary seal is used, please complete  
the following]*

Printed Name: Chloe Hogan

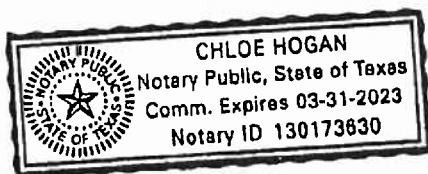
Jurisdiction: Texas

Commission Expiration: 3-31-2023

STATE OF TEXAS           )  
COUNTY OF Harris       )

This instrument was acknowledged before me on December 12<sup>th</sup>, 2019 by Harl W Pierce  
~~Authorized Representative~~ of Yellowbud Solar, LLC, a Delaware limited liability company, on behalf  
of said limited liability company.

(Personalized Seal)



Chloe Hogan  
Notary Public in and for  
THE STATE OF TEXAS

*[If impression notary seal is used, please complete  
the following]*

Printed Name: Chloe Hogan

Jurisdiction: Texas

Commission Expiration: 3-31-2023

RECEIVED  
ROSS COUNTY  
ENGINEER'S MAP ROOM  
12/17/2019 BY pmorrissey

**EXHIBIT A**  
**Legal Description**

Situated in the Township of Union, in the County of Ross and in the State of Ohio and bounded described as follows:

First Tract. Beginning at a stone on the original east line of Survey 4207-4719, and west line of survey 1447 and N.20 deg. 52 min. E. 87 poles 20 links from stone in public highway and starting point to tract this day deeded to Charles J. Lutz; thence N. 69 deg. 08 min. W. 58 poles to a stone; thence N. 20 deg. 52 min. E. 15 poles 11 links to a stone near ditch; thence N. 69 deg. 03 min. W. 100 poles closely following ditch to stone on the edge of the ditch an oak tree bearing N. 20 deg. 52 min. E. 81 1/2 links distant; thence N. 20 deg. 52 min. E. 176 poles 15 links to a stone thence S. 69 deg. 08 min. E. 158 poles to a stone on original east line of survey No. 4207-4719; thence with said line of Survey 4207-4719) S. 20 deg. 52 min. W. 182 poles 1 link to the place of beginning, containing 180 acres of land more or less (being a part of Survey 4207-4719) excepting from the same one rod in width along the last named line for a private road, and for a public road if needed, the said tract hereby conveyed being the premises heretofore conveyed by Isaac Lutz et ux. to Mary E. Dunlap by warranty deed dated November 13th, 1895, recorded in Ross County Deed Record 119 page 546.

Tax Parcel 37-0902021.000

Second Tract. Beginning at a stone in the southeast corner of a certain tract of land deeded to David J. Parker by Ada Eisenbrey and John H. Eisenbrey her husband, by deed dated March 3rd, 1896, recorded in Ross Co. Deed Record 121, page 27, and also corner to the land of Mary E. Dunlap and the Thomas Brown heirs; thence with the line of the Thomas Brown heirs N. 70 3/4 W. 125 poles to a stone corner to Wm. Parker's land (from which a hickory bears N. 65 W. a distance of 37 feet); thence with the line of Wm. Parker N. 19 1/4 E. 91 poles and 20 links to a stone and in the line of George Tootle; thence with the line of George Tootle S. 70 3/4 E. 128 poles and 13 links to a stone corner to Mary E. Dunlap; thence with Dunlap's line S. 21 3/4 W. 93 poles to the place of beginning containing 72 acres 2 roods and 31 poles, more or less, and also a certain right of way one rod wide extending from the above described lands through the lands of Wm. Parker to the Westfall road; the said tract hereby conveyed being the premises heretofore conveyed by Bochard et al to Mary E. Dunlap by deeds dated December 14th and 29th respectively, and recorded in Ross County Deed Records 162, pages 190 and 192.

Tax Parcel 37-0902018.000

First Solar Development, LLC  
11757 KATY FWY STE 400  
HOUSTON, TX 77079-1719

Inst #201900009088



No Transfer Necessary  
01/29/2021

*Thomas M. Spetnagel*  
AUDITOR ROSS COUNTY, OHIO

This conveyance has been examined and the  
Grantor has complied with Section 319.202 of  
the Revised Code.

Transfer Fee:

Conveyance Fee:

Exempt: EX:142 REASON: I

Thomas M. Spetnagel, Jr., County Auditor

202100000838 01/29/2021 2:36PM  
Filed for Record in ROSS County, OH  
Kathy Dunn, Recorder Rec Fees: \$94.00  
L OR Vol 547 Pgs 3892 - 3898  
RECORDING

(ABOVE LINE FOR RECORDER'S USE ONLY)

### MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT ("Memorandum of Lease") is entered into this 20<sup>th</sup> day of January, 2021, by and between Thomas E. Ebenhack and Scarlett Y. Ebenhack, husband and wife, whose address is 28901 Ebenhack Rd., Circleville, Ohio 43113 ("Lessor"), and Yellowbud Solar, LLC, a Delaware limited liability company, whose address is 8400 Normandale Lake Blvd., Suite 1200, Bloomington, MN 55437 ("Lessee"), and its successors and assigns.

#### PURPOSE OF AGREEMENT

Lessor, who owns certain real property in Union Township, Ross County, Ohio, legally described on the attached Exhibit A (the "**Property**"), has entered into a certain Land Lease and Solar Easement with Lessee, who intends to develop and operate a solar energy project on this Property, adjoining properties and other properties in the vicinity of the Property owned by others, for solar energy purposes (the "**Project**").

#### SUMMARY OF LEASE

1. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated January 20, 2021 (the "**Lease Agreement**"), whereby Lessor agreed to lease to Lessee a portion of the Property (as identified in Schedule A-1 and more fully described in the Lease Agreement, the "**Premises**"), together with certain easement interests, including, without limitation an Access Easement and a Solar Easement (each as defined below) across the Property, as shown on the site plan attached as Schedule A-1 (the "**Site Plan**").

2. The initial term of the Lease Agreement is for a period of up to two (2) years, commencing on the Effective Date (the "**Development Period**"). The Lease Agreement will automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date construction of Solar Facilities (as defined in the Lease Agreement) on the Premises commences ("**Construction Date**"); or (ii) the date Lessor receives written notice from Lessee of

**EXHIBIT**

TE 8

Lessee's election to extend the term of the Lease Agreement for the Construction Period ("**Construction Period Notice Date**"). The Construction Period ("**Construction Period**") is two (2) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. The Lease Agreement will automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date the Project begins commercial operation ("**Commercial Operation Date**"); or (ii) the date Lessor receives written notice from Lessee of Lessee's election to extend the term of the Lease Agreement for the Extended Term ("**Extended Term Notice Date**"). The Extended Term ("**Extended Term**") is twenty-five (25) years from the commencement of the Extended Date, unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for one (1) additional period of ten (10) years upon written notice to Lessor.

3. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. "Commercial solar energy purposes" means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with related activities, all as more particularly described in the Lease Agreement. The Lease Agreement contains certain easement grants by Lessor to Lessee, including, without limitation, the following easement interests that Lessor grants and conveys of record to evidence the same: (1) easements over, under, across, and on the Property for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of existing roads and lanes, if any, or otherwise by the route or routes Lessee constructs from time to time, as shown on the Site Plan (the "**Access Easement**"); and (2) an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction (without regard for height or location) of direct sunlight (collectively, the "**Solar Easement**") throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel is or may be located at any time from time to time (each point referred to as a "**Site**") and for a distance from each Site to the boundaries of the Property, together vertically through all space located above the surface of the Property, that is, one hundred eighty degrees (180°) or greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Property through each Site to each point and on and along the line to the opposite exterior boundary of the Property, as shown on the Site Plan, and both as more fully set forth in the Lease Agreement and subject to its terms.

2. Lessor will have no ownership and other interest in any Solar Facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease Agreement, and Lessee may remove any or all Solar Facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease Agreement, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber, or transfer to one or more third parties or to any affiliate of Lessee's the Lease Agreement, or any right or interest in the Lease Agreement, or any or all right or interest of Lessee in the Premises or in any or all of the solar power facilities that Lessee or any other party may now or hereafter install on the Premises, except (i) any assignment, transfer or conveyance shall not extend beyond the term of the Lease Agreement; (ii) the assignee or transferee will be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee will not be relieved from liability for any of its obligations under the Lease Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease Agreement to the assignee or transferee, in which event Lessee has no continuing liability.

4. The Lease Agreement and the easement and rights granted Lessee in the Lease Agreement, including the Access Easement and the Solar Easement, burden the Property and run with the land for the Term of the Lease Agreement. The Lease Agreement inures to the benefit of and binds Lessee, and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee of Lessee, and their respective heirs, transferees, successors, assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving constructive notice of the Lease Agreement and easement rights in accordance with the terms, covenants, and conditions of the Lease Agreement.

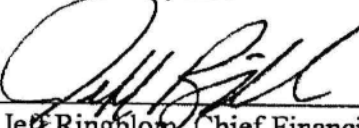
6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully within this Memorandum of Lease. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement controls.

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**LESSEE SIGNATURE PAGE**

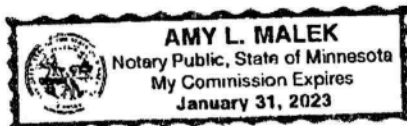
**LESSEE**

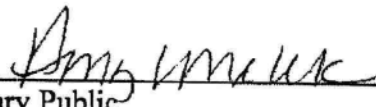
Yellowbud Solar, LLC

By:   
Jeff Ringblom, Chief Financial Officer

STATE OF MINNESOTA           )  
  ) ss.  
COUNTY OF HENNEPIN       )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of January, 2021, by Jeff Ringblom, the Chief Financial Officer of Yellowbud Solar, LLC, a Delaware limited liability company, on behalf of the limited liability company.



  
Notary Public

LESSOR SIGNATURE PAGE

LESSOR

Thomas E. Ebenhack

Thomas E. Ebenhack

Scarlett Y. Ebenhack

Scarlett Y. Ebenhack

STATE OF OHIO )  
 ) ss.  
COUNTY OF PICKAWAY )

The foregoing instrument was acknowledged before me this January 20, 2021, by Thomas E. Ebenhack and Scarlett Y. Ebenhack, husband and wife.

Carolyn D. Eselgroth

Notary Public

Printed Name: Carolyn D. Eselgroth

My Commission Expires:

No expiration

This instrument prepared by:  
Yellowbud Solar, LLC  
c/o National Grid Renewables Development, LLC  
8400 Normandale Lake Blvd., Suite 1200  
Bloomington, MN 55437

SCHEDULE A  
TO MEMORANDUM

DESCRIPTION OF PROPERTY

Tax Parcel No.: 370902018000, 370902021000

Situated in the Township of Union, County of Ross, State of Ohio, described as follows:

Situated in the Township of Union, in the County of Ross and in the State of Ohio and bounded described as follows:

First Tract. Beginning at a stone on the original east line of Survey 4207-4719, and west line of survey 1447 and N. 20 deg. 52 min. E. 87 poles 20 links from stone in public highway and starting point to tract this day deeded to Charles J. Lutz; thence N. 69 deg. 08 min. W. 58 poles to a stone; thence N. 20 deg. 52 min. E. 15 poles 11 links to a stone near ditch; thence N. 69 deg. 03 min. W. 100 poles closely following ditch to stone on the edge of the ditch an oak tree bearing N. 20 deg. 52 min. E. 81 1/2 links distant; thence N. 20 deg. 52 min. E. 176 poles 15 links to a stone thence S. 69 deg. 08 min. E. 158 poles to a stone on original east line of survey No. 4207-4719; thence with said line of Survey 4207-4719) S. 20 deg. 52 min. W. 182 poles 1 link to the place of beginning, containing 180 acres of land more or less (being a part of Survey 4207-4719) excepting from the same one rod in width along the last named line for a private road, and for a public road if needed, the said tract hereby conveyed being the premises heretofore conveyed by Isaac Lutz et ux. to Mary E. Dunlap by warranty deed dated November 13th, 1895, recorded in Ross County Deed Record 119 page 546.

Second Tract. Beginning at a stone in the south east corner of a certain tract of land deeded to David J. Parker by Ada Eisenbrey and John H. Eisenbrey her husband, by deed dated March 3rd, 1896, recorded in Ross Co. Deed Record 121, page 27, and also corner to the land of Mary E. Dunlap and the Thomas Brown heirs; thence with the line of the Thomas Brown heirs N. 70 3/4 W. 125 poles to a stone corner to Wm. Parker's land (from which a hickory bears N. 65 W. a distance of 37 feet); thence with the line of Wm. Parker N. 19 1/4 E. 91 poles and 20 links to a stone and in the line of George Tootle; thence with the line of George Tootle S. 70 3/4 E. 128 poles and 13 links to a stone corner to Mary E. Dunlap; thence with Dunlap's line S. 21 3/4 W. 93 poles to the place of beginning containing 72 acres 2 roods and 31 poles, more or less, and also a certain right of way one rod wide extending from the above described lands through the lands of Wm. Parker to the Westfall road; the said tract hereby conveyed being the premises heretofore conveyed by Bochard et al to Mary E. Dunlap by deeds dated December 14th and 29th respectively, and recorded in Ross County Deed Records 162, pages 190 and 192.

The parcel contains approximately 252.69 acres more or less.



Geronimo Energy, LLC  
7650 EDINBOROUGH WAY STE 725  
EDINA, MN 55435

Inst #202100000838

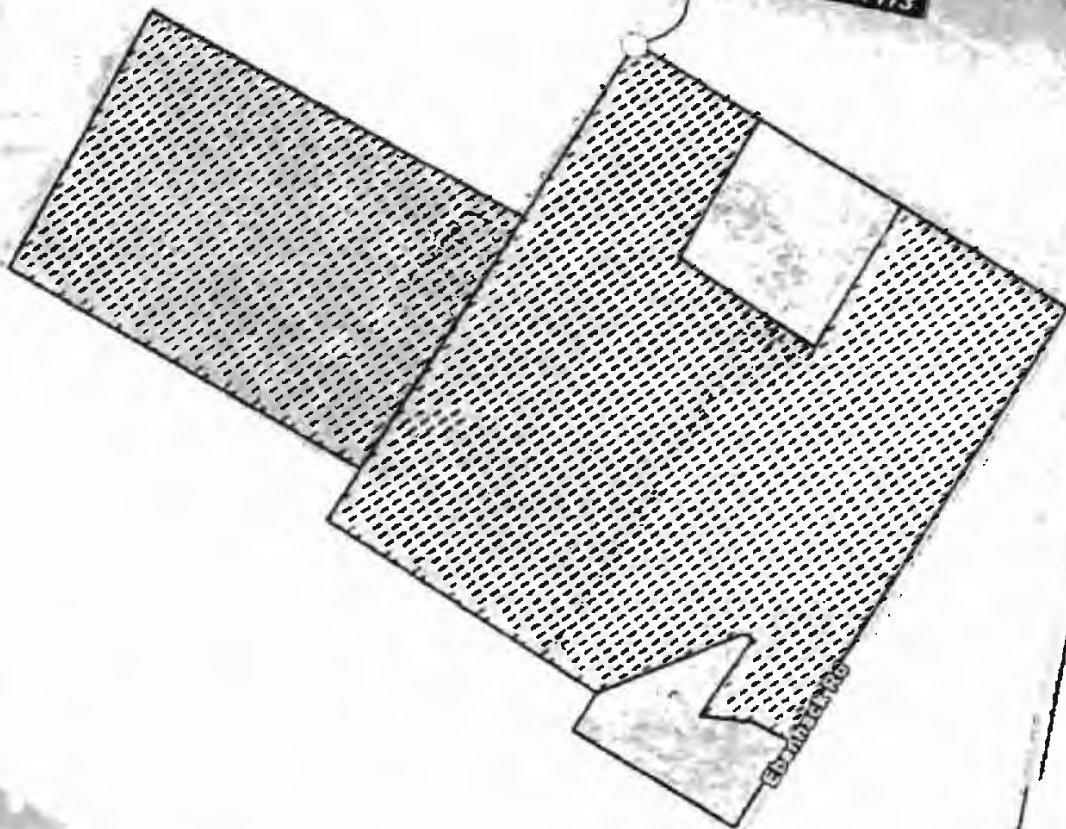
# SCHEDULE A-1 TO MEMORANDUM

## SITE PLAN

Thomas E & Scarlett Y Ebenhack  
Parcel No: 370902018000, 370902021000  
Ross County, Ohio

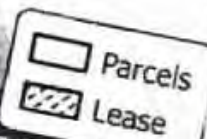
Lease Area contains approximately 224.8 acres  
Entire Parcel Area contains approximately 252.9 acres

39.507551, -83.047113



\*All distances are approximate

71589640 v8



OUNTY, OH

01/29/2021 02:36:17 PM

OR 547 3898

202100000838

RECEIVED  
04/13/2021

*Thomas M. [Signature]*  
AUDITOR ROSS COUNTY, OHIO

202100003287 04/13/2021 3:35PM  
Filed for Record in ROSS County, OH  
Kathy Dunn, Recorder Rec Fees: \$74.00  
REL OR Vol 549 Pgs 5008 - 5011  
ERECDING

DRAFTED BY AND RETURN TO:  
LAURA VAUGHAN  
C/O NATIONAL GRID RENEWABLES DEVELOPMENT, I.LLC  
8400 NORMANDALE LAKE BLVD, SUITE 1200  
BLOOMINGTON, MN 55437  
952-988-9000

THE SPACE ABOVE THIS LINE IS RESERVED FOR RECORDING PURPOSES.

### TERMINATION OF LEASE OPTION AGREEMENT

THIS TERMINATION OF LEASE OPTION AGREEMENT ("**Termination**") is made and entered into as of this 13 day of April, 2021 (the "**Effective Date**"), by Yellowbud Solar, LLC, a Minnesota limited liability company, whose address is 8400 Normandale Lake Blvd, Suite 1200, Bloomington MN 55437. ("**Lessee**").

WHEREAS, Thomas E. Ebenhack and Scarlett Y. Ebenhack, whose address is 28901 Ebenhack Road, Circleville, OH 43113 (hereinafter "**Lessor**") and First Solar Development, LLC, a Delaware limited liability company ("**First Solar**"), entered into that certain Lease Option Agreement dated November 22, 2017, whereby Lessor agreed to grant Lessee an option to lease all or a portion of certain premises located in the County of Ross, State of Ohio, as more fully described therein (the "**Agreement**"), as evidenced by Memorandum of Lease Option Agreement dated November 22, 2017, recorded in the Office of the Ross County Recorder on March 2, 2018, in Official Record Book No. 518, Page 2141;

WHEREAS, First Solar assigned its rights under the Agreement to Lessee, pursuant a certain Assignment and Assumption Agreement (the "**Assignment**") recorded in the Office of the Ross County Recorder of Deeds on December 17, 2019, in Official Record Book No. 537, Page 3310;

WHEREAS, Lessee desires to terminate the Agreement as to the entirety of the real property described in the Agreement and being set forth on the attached Exhibit A (the "**Released Property**"), and desires to release such Released Property from the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned states the following:

1. Lessee has elected to terminate the Agreement as to the Released Property, and hereby terminates the Agreement as to the entire Released Property as of the date hereof. The Released Property is hereby released and discharged from the terms and conditions of the Agreement from



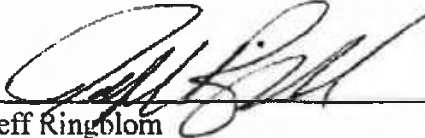
and after the Effective Date, and the Agreement shall be rendered null, void and of no further force and effect as to the Released Property.

2. This Termination is made in and shall be governed by the laws of the State of Ohio.

[The Remainder of this Page is Intentionally Left Blank]

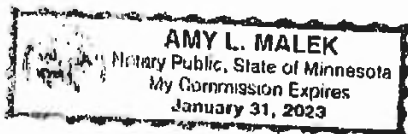
[Signature Page to Termination of Option Agreement]

Yellowbud Solar, LLC, a Delaware limited liability company

By:   
Jeff Ringblom  
Its: Chief Financial Officer

STATE OF MINNESOTA            )  
  ) SS:  
COUNTY OF HENNEPIN        )

This instrument was acknowledged before me this 6<sup>th</sup> day of April, 2021 by Jeff Ringblom, Chief Financial Officer of Yellowbud Solar, LLC, a Delaware limited liability company, on behalf of said limited liability company.



  
Notary Public

*This instrument prepared by:*  
Laura Vaughan  
Yellowbud Solar, LLC  
C/O NATIONAL GRID RENEWABLES DEVELOPMENT, LLC  
8400 NORMANDALE LAKE BLVD, SUITE 1200  
BLOOMINGTON, MN 55437

4895177\_1.DOC

**Exhibit A**  
**Released Property**

Situated in the Township of Union, in the County of Ross and in the State of Ohio and bounded described as follows:

First Tract. Beginning at a stone on the original east line of Survey 4207-4719, and west line of survey 1447 and N.20 deg. 52 min. E. 87 poles 20 links from stone in public highway and starting point to tract this day deeded to Charles J. Lutz; thence N. 69 deg. 08 min. W. 58 poles to a stone; thence N. 20 deg. 52 min. E. 15 poles 11 links to a stone near ditch; thence N. 69 deg. 03 min. W. 100 poles closely following ditch to stone on the edge of the ditch an oak tree bearing N. 20 deg. 52 min. E. 81 1/2 links distant; thence N. 20 deg. 52 min. E. 176 poles 15 links to a stone thence S. 69 deg.08 min. E. 158 poles to a stone on original east line of survey No. 4207-4719; thence with said line of Survey 4207-4719) S. 20 deg. 52 min. W. 182 poles 1 link to the place of beginning, containing 180 acres of land more or less (being a part of Survey 4207-4719) excepting from the same one rod in width along the last named line for a private road, and for a public road if needed, the said tract hereby conveyed being the premises heretofore conveyed by Isaac Lutz et ux. to Mary E. Dunlap by warranty deed dated November 13<sup>th</sup>, 1895, recorded in Ross County Deed Record 119 page 546.

**Tax Parcel 37-0902021.000**

Second Tract. Beginning at a stone in the southeast corner of a certain tract of land deeded to David J. Parker by Ada Eisenbrey and John H. Eisenbrey, her husband, by deed dated March 3rd, 1896, recorded in Ross Co. Deed Record 121, page 27, and also corner to the land of Mary E. Dunlap and the Thomas Brown heirs; thence with line of the Thomas Brown heirs N. 70 3/4 W. 125 poles to a stone corner to Wm. Parker's land (from which a hickory bears N. 65 W. a distance of 37 feet); thence with the line of Wm. Parker N. 19 1/4 E. 91 poles and 20 links to a stone and in the line of George Tootle; thence with the line of George Tootle S. 70 3/4 E. 128 poles and 13 links to a stone corner to Mary E. Dunlap; thence with Dunlap's line S. 21 3/4 W. 93 poles to the place of beginning containing 72 acres, 2 roods and 31 poles, more or less, and also a certain right of way one rod wide extending from the above described lands through the lands of Wm. Parker to the Westfall road; the said tract hereby conveyed being the premises heretofore conveyed by Bochard et al to Mary E. Dunlap by deeds dated December 14th and 29th respectively, and recorded in Ross County Deed Records 162, pages 190 and 192.

**Tax Parcel 37-0902018.000**

Geronimo Energy, LLC  
7650 EDINBOROUGH WAY STE 725  
EDINA, MN 55435

Inst #202100003287

4895177\_1.DOC

RECEIVED  
07/07/2021

*Thomas E. Ebenhack*  
AUDITOR ROSS COUNTY, OHIO

202100006057 07/07/2021 10:21AM  
Filed for Record in ROSS County, OH  
Kathy Dunn, Recorder Rec Fees: \$90.00  
LA OR Vol 552 Pgs 1784 - 1789  
ERECORDING

(ABOVE LINE FOR RECORDER'S USE ONLY)

**FIRST AMENDMENT TO MEMORANDUM OF LAND LEASE  
AND SOLAR EASEMENT**

THIS FIRST AMENDMENT TO MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT ("Amendment") is entered into this 19<sup>th</sup> day of June, 2021 pursuant to Ohio Revised Code Section 5301.351 by and between Thomas E. Ebenhack and Scarlett Y. Ebenhack, husband and wife ("Lessor") and Yellowbud Solar, LLC, a Delaware limited liability company, ("Lessee"), and its successors and assigns.

A Lessor and Lessee are parties to that certain Land Lease and Solar Easement dated January 20, 2021 (the "Lease"), as evidenced by that certain Memorandum of Land Lease and Solar Easement dated January 20, 2021, recorded January 29, 2021 in Official Record Book 547, Page 3892 in the Ross County, Ohio Recorder's Office Records (the "Memorandum").

B. The above referenced Land Lease and Solar Easement was amended by the parties by that certain First Amendment to Land Lease and Solar Easement dated June 19, 2021. Said First Amendment, together with the Original Lease, are together the "Lease." The Lease affects that certain real property in Ross County, Ohio described on the attached Exhibit A (the "Property"). Lessee leases all or a portion of such Property and possesses the easements as provided in the Lease and/or the prior recorded Memorandum cited above. Having amended the Lease, the parties desire to provide evidence of such action by recording this Amendment.

1. Section 3.2 of the Lease was amended to provide for a different time schedule for certain rent payments. The parties acknowledge that neither the revised payment schedule nor commencement of construction of the Project substation on or near the Property shall be deemed to trigger the commencement of the Construction Period.

2. This First Amendment to Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving constructive notice of the Lease (as amended)

10792431.1

**EXHIBIT**

TE 10

and easement rights in accordance with the terms, covenants and conditions of the Lease. The terms and conditions of the Lease as amended and the prior Memorandum are incorporated by reference into this Amendment as if set forth fully herein at length. Except as hereby amended the Memorandum remains in effect. In the event of any conflict between the terms and provisions of the Lease and this Amendment, the Lease as amended shall control.

This Instrument Prepared By:  
Yellowbud Solar, LLC  
c/o National Grid Renewables, LLC  
8400 Normandale Lake Blvd., Suite 12020  
Bloomington, MN 55437

[The remainder of this page is intentionally blank; signature pages to follow.]

[Lessee Signature Page to First Amendment to  
Memorandum of Land Lease and Solar Easement]

LESSEE:

Yellowbud Solar, LLC,  
a Delaware limited liability company

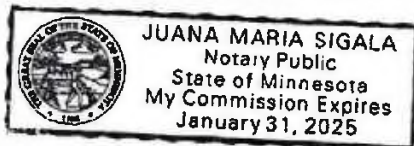
By: 

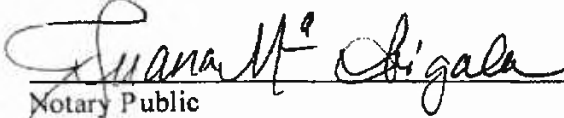
Name: David Keamer

Its: President

STATE OF MINNESOTA       )  
  ) ss.  
COUNTY OF HENNEPIN       )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of June, 2021 by David Keamer, the President of Yellowbud Solar, LLC, a Delaware limited liability company, on behalf of the limited liability company. This is an acknowledgement, and no oath or affirmation was administered to the signer.



  
Notary Public

10792431.1

[Lessor Signature Page to First Amendment to  
Memorandum of Land Lease and Solar Easement]

LESSOR:

Thomas E. Ebenhack  
Thomas E. Ebenhack

STATE OF OHIO )  
COUNTY OF Pickaway ) ss.

The foregoing instrument was acknowledged before me this June 19, 2021 by Thomas E. Ebenhack. This is an acknowledgement, and no oath or affirmation was administered to the signer.

Carolyn D. Eiselgroth

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



CAROLYN D. EISELGROTH  
Attorney At Law  
Notary Public, State of Ohio  
My commission has no expiration date  
Sec. 147.03 R.C.

[Lessor Signature Page to First Amendment to  
Memorandum of Land Lease and Solar Easement]

LESSOR:

Scarlett Y. Ebenhack  
Scarlett Y. Ebenhack

STATE OF OHIO

COUNTY OF Pickaway ) ss.

The foregoing instrument was acknowledged before me this June 19, 2021 by  
Scarlett Y. Ebenhack. This is an acknowledgement, and no oath or affirmation was administered  
to the signer.

Carolyn D. Eiselgroth

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



CAROLYN D. EISELGROTH  
Attorney At Law  
Notary Public, State of Ohio  
My commission has no expiration date  
Sec. 147.03 R.C.



**EXHIBIT A  
TO  
FIRST AMENDMENT TO MEMORANDUM OF  
LAND LEASE AND SOLAR EASEMENT**

**PROPERTY**

**Legal Description of the Property**

**Tax Parcel No.:** 370902018000 and 370902021000

Situated in the Township of Union, County of Ross State of Ohio, described as follows:

First Tract. Beginning at a stone on the original east line of Survey 4207-4719, and west line of survey 1447 and N. 20 deg. 52 min. E. 87 poles 20 links from stone in public highway and starting point to tract this day deed to Charles J. Lutz; then N. 69 deg. 08min. W. 58 poles to a stone; thence N. 20 deg. 52 min. E. 15 poles 11 links to a stone near ditch; thence N. 69 deg. 03 min. W. 100 poles closely following ditch to stone on the edge of the ditch an oak tree bearing N. 20 deg. 52 min. E. 81 1/2 links distant; thence N. 20 deg. 52 min E., 176 poles 15 links to a stone thence S. 69 deg. 08 min. E. 158 poles to a stone on original east line of survey No. 4207-4719; thence with said line of Survey 4207-4719) S. 20 deg. 52 mins. W. 182 poles 1 link to the place of beginning, containing 180 acres of land more or less (being a part of Survey 4207-4719) excepting from the same one rod in width along the last named line for a private road, and for a public road if needed, the said tract hereby conveyed being the premises heretofore conveyed by Isaac Lutz et ux. To Mary Dunlap by warranty deed dated November 13<sup>th</sup>, 1895, recorded in Ross County Deed Record 119 page 546.

Second Tract. Beginning at a stone in the south east corner of a certain tract of land deeded to Daid J. Parker by Ada Eisenbrey and John H. Eisenbrey her husband, by deed dated March 3<sup>rd</sup>, 1896, recorded in Ross Co. Deed Record 121, page 27, and also corner to the land of Mary E. Dunlap and the Thomas Brown heirs; thence with the line of the Thomas Brown heirs N. 70 <sup>3</sup>/<sub>4</sub> W. 125 poles to a stone corner to Wm. Parker's land (from which a hickory bears N. 65 W. a distance of 37 feet); thence with the line of Wm. Parker N. 19 <sup>1</sup>/<sub>4</sub> E. 91 poles and 20 links to a stone and in a line of Geoge Tootle; thence with the line of George Tootle s. 70 <sup>3</sup>/<sub>4</sub> E. 128 poles and 13 links to a stone corner to Mary E. Dunlap; thence with Dunlap's line S. 21 <sup>3</sup>/<sub>4</sub> W. 93 poles to the place of beginning containing 72 acres 2 rods and 31 poles, more or less, and also a certain right of way one rod wide extending from the above described lands through the lands of Wm. Parker to the Westfall road; the said tract herby conveyed being the premises heretofore conveyed by Bochar et al to Mary E. Dunlap by deeds dated December 14th and 29<sup>th</sup> respectively, and recorded in Ross County Deed Records 162, pages 190 and 192.

The parcel contains approximately 252.69 acres more or less.

RECEIVED  
12/06/2022

*Robyn M. Brewster*

AUDITOR ROSS COUNTY, OHIO

202200009184 12/06/2022 11:13AM  
Filed for Record in ROSS County, OH  
Kathy Dunn, Recorder Rec Fees: \$106.00  
L OR Vol 565 Pgs 900 - 907  
ERECORDING

### CORRECTIVE RECORDING IN ROSS COUNTY, OHIO

**Document:** Memorandum of Land Lease and Solar Easement ("Memorandum of Lease")

**Lessors:** Thomas E. Ebenhack and Scarlett Y. Ebenhack, husband and wife

**Lessee:** Yellowbud Solar, LLC, a Delaware limited liability company

**Recording Date:** January 29, 2021

**Recording Information:** Official Record Book 547, Page 3892

The notary for the Lessors, Carolyn Eselgroth, inadvertently omitted her notary seal from the Lessors' notary acknowledgment in the Memorandum of Lease recorded as set forth above. The aforementioned Memorandum of Lease is being re-recorded to add such missing notary seal, effectively correcting the defect of record.

*Ex 8*

EXHIBIT

*TE 11*

(ABOVE LINE FOR RECORDER'S USE ONLY)

**MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT**

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT ("**Memorandum of Lease**") is entered into this 20<sup>th</sup> day of January, 2021, by and between Thomas E. Ebenhack and Scarlett Y. Ebenhack, husband and wife, whose address is 28901 Ebenhack Rd., Circleville, Ohio 43113 ("**Lessor**"), and Yellowbud Solar, LLC, a Delaware limited liability company, whose address is 8400 Normandale Lake Blvd., Suite 1200, Bloomington, MN 55437 ("**Lessee**"), and its successors and assigns.

**PURPOSE OF AGREEMENT**

Lessor, who owns certain real property in Union Township, Ross County, Ohio, legally described on the attached Exhibit A (the "**Property**"), has entered into a certain Land Lease and Solar Easement with Lessee, who intends to develop and operate a solar energy project on this Property, adjoining properties and other properties in the vicinity of the Property owned by others, for solar energy purposes (the "**Project**").

**SUMMARY OF LEASE**

1. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated January 20, 2021 (the "**Lease Agreement**"), whereby Lessor agreed to lease to Lessee a portion of the Property (as identified in Schedule A-1 and more fully described in the Lease Agreement, the "**Premises**"), together with certain easement interests, including, without limitation an Access Easement and a Solar Easement (each as defined below) across the Property, as shown on the site plan attached as Schedule A-1 (the "**Site Plan**").

2. The initial term of the Lease Agreement is for a period of up to two (2) years, commencing on the Effective Date (the "**Development Period**"). The Lease Agreement will automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date construction of Solar Facilities (as defined in the Lease Agreement) on the Premises commences ("**Construction Date**"); or (ii) the date Lessor receives written notice from Lessee of

Lessee's election to extend the term of the Lease Agreement for the Construction Period ("**Construction Period Notice Date**"). The Construction Period ("**Construction Period**") is two (2) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. The Lease Agreement will automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date the Project begins commercial operation ("**Commercial Operation Date**"); or (ii) the date Lessor receives written notice from Lessee of Lessee's election to extend the term of the Lease Agreement for the Extended Term ("**Extended Term Notice Date**"). The Extended Term ("**Extended Term**") is twenty-five (25) years from the commencement of the Extended Date, unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for one (1) additional period of ten (10) years upon written notice to Lessor.

3. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. "Commercial solar energy purposes" means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with related activities, all as more particularly described in the Lease Agreement. The Lease Agreement contains certain easement grants by Lessor to Lessee, including, without limitation, the following easement interests that Lessor grants and conveys of record to evidence the same: (1) easements over, under, across, and on the Property for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of existing roads and lanes, if any, or otherwise by the route or routes Lessee constructs from time to time, as shown on the Site Plan (the "**Access Easement**"); and (2) an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction (without regard for height or location) of direct sunlight (collectively, the "**Solar Easement**") throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel is or may be located at any time from time to time (each point referred to as a "**Site**") and for a distance from each Site to the boundaries of the Property, together vertically through all space located above the surface of the Property, that is, one hundred eighty degrees (180°) or greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Property through each Site to each point and on and along the line to the opposite exterior boundary of the Property, as shown on the Site Plan, and both as more fully set forth in the Lease Agreement and subject to its terms.

2. Lessor will have no ownership and other interest in any Solar Facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease Agreement, and Lessee may remove any or all Solar Facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease Agreement, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber, or transfer to one or more third parties or to any affiliate of Lessee's the Lease Agreement, or any right or interest in the Lease Agreement, or any or all right or interest of Lessee in the Premises or in any or all of the solar power facilities that Lessee or any other party may now or hereafter install on the Premises, except (i) any assignment, transfer or conveyance shall not extend beyond the term of the Lease Agreement; (ii) the assignee or transferee will be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee will not be relieved from liability for any of its obligations under the Lease Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease Agreement to the assignee or transferee, in which event Lessee has no continuing liability.

4. The Lease Agreement and the easement and rights granted Lessee in the Lease Agreement, including the Access Easement and the Solar Easement, burden the Property and run with the land for the Term of the Lease Agreement. The Lease Agreement inures to the benefit of and binds Lessee, and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee of Lessee, and their respective heirs, transferees, successors, assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving constructive notice of the Lease Agreement and easement rights in accordance with the terms, covenants, and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully within this Memorandum of Lease. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement controls.

**The remainder of this page is intentionally blank.**

LESSEE SIGNATURE PAGE

LESSEE

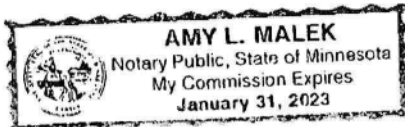
Yellowbud Solar, LLC

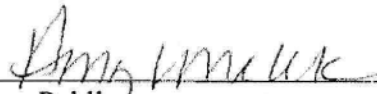
By: 

Jeff Ringblom, Chief Financial Officer

STATE OF MINNESOTA           )  
  ) ss.  
COUNTY OF HENNEPIN        )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of September, 2021, by Jeff Ringblom, the Chief Financial Officer of Yellowbud Solar, LLC, a Delaware limited liability company, on behalf of the limited liability company.



  
Notary Public

LESSOR SIGNATURE PAGE

LESSOR

Thomas E. Ebenhack  
Thomas E. Ebenhack

Scarlett Y. Ebenhack  
Scarlett Y. Ebenhack

STATE OF OHIO )  
COUNTY OF Pickaway ) ss.

The foregoing instrument was acknowledged before me this January 20, 2021, by Thomas E. Ebenhack and Scarlett Y. Ebenhack, husband and wife.

Carolyn D. Eiselgroth  
Notary Public

Printed Name: Carolyn D. Eiselgroth

My Commission Expires:

No expiration



CAROLYN D. EISELGROTH  
Attorney At Law  
Notary Public, State of Ohio  
My commission has no expiration date  
Sec. 147.03 R.C.

This instrument prepared by:  
Yellowbud Solar, LLC  
c/o National Grid Renewables Development, LLC  
8400 Normandale Lake Blvd., Suite 1200  
Bloomington, MN 55437

**SCHEDULE A  
TO MEMORANDUM**

**DESCRIPTION OF PROPERTY**

Tax Parcel No.: 370902018000, 370902021000

Situated in the Township of Union, County of Ross, State of Ohio, described as follows:

Situated in the Township of Union, in the County of Ross and in the State of Ohio and bounded described as follows:

First Tract. Beginning at a stone on the original east line of Survey 4207-4719, and west line of survey 1447 and N. 20 deg. 52 min. E. 87 poles 20 links from stone in public highway and starting point to tract this day deeded to Charles J. Lutz; thence N. 69 deg. 08 min. W. 58 poles to a stone; thence N. 20 deg. 52 min. E. 15 poles 11 links to a stone near ditch; thence N. 69 deg. 03 min. W. 100 poles closely following ditch to stone on the edge of the ditch an oak tree bearing N. 20 deg. 52 min. E. 81 1/2 links distant; thence N. 20 deg. 52 min. E. 176 poles 15 links to a stone thence S. 69 deg. 08 min. E. 158 poles to a stone on original east line of survey No. 4207-4719; thence with said line of Survey 4207-4719) S. 20 deg. 52 min. W. 182 poles 1 link to the place of beginning, containing 180 acres of land more or less (being a part of Survey 4207-4719) excepting from the same one rod in width along the last named line for a private road, and for a public road if needed, the said tract hereby conveyed being the premises heretofore conveyed by Isaac Lutz et ux. to Mary E. Dunlap by warranty deed dated November 13th, 1895, recorded in Ross County Deed Record 119 page 546.

Second Tract. Beginning at a stone in the south east corner of a certain tract of land deeded to David J. Parker by Ada Eisenbrey and John H. Eisenbrey her husband, by deed dated March 3rd, 1896, recorded in Ross Co. Deed Record 121, page 27, and also corner to the land of Mary E. Dunlap and the Thomas Brown heirs; thence with the line of the Thomas Brown heirs N. 70 3/4 W. 125 poles to a stone corner to Wm. Parker's land (from which a hickory bears N. 65 W. a distance of 37 feet); thence with the line of Wm. Parker N. 19 1/4 E. 91 poles and 20 links to a stone and in the line of George Tootle; thence with the line of George Tootle S. 70 3/4 E. 128 poles and 13 links to a stone corner to Mary E. Dunlap; thence with Dunlap's line S. 21 3/4 W. 93 poles to the place of beginning containing 72 acres 2 roods and 31 poles, more or less, and also a certain right of way one rod wide extending from the above described lands through the lands of Wm. Parker to the Westfall road; the said tract hereby conveyed being the premises heretofore conveyed by Bocharl et al to Mary E. Dunlap by deeds dated December 14th and 29th respectively, and recorded in Ross County Deed Records 162, pages 190 and 192.

The parcel contains approximately 252.69 acres more or less.

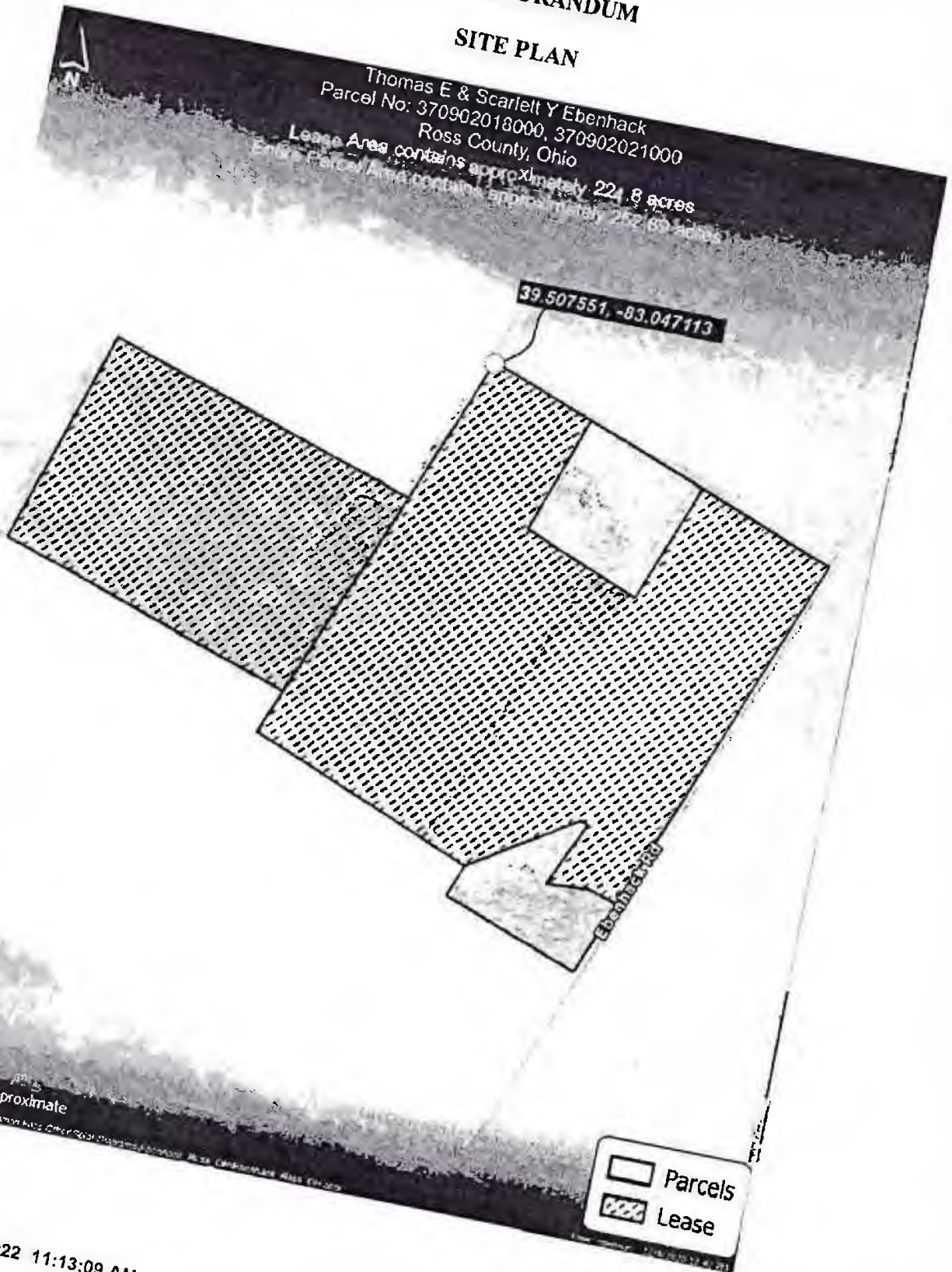


National Grid Renewables, LLC  
8400 NORMANDALE LAKE BLVD STE 1200  
MINNEAPOLIS, MN 55437-3850

Inst #202200009184

# SCHEDULE A-1 TO MEMORANDUM

## SITE PLAN



Y, OH

12/06/2022 11:13:09 AM

OR 565 907

202200009184

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

**2/23/2023 4:23:09 PM**

**in**

**Case No(s). 21-0868-EL-BGN**

Summary: Deposition of Thomas E. Ebenhack by Scioto Farms Solar Project, LLC  
electronically filed by Teresa Orahoad on behalf of Sommer Sheely