

RESOLUTION 22-130

**A RESOLUTION AUTHORIZING THE MAYOR
TO EXECUTE A MEMORANDUM OF AGREEMENT**

WHEREAS, the United States Department of Energy has requested a Memorandum of Agreement among Ultium Cells, LLC., the City of Spring Hill, and the Tennessee Historical Society; and

WHEREAS, the Board of Mayor and Aldermen find it in the best interest of the citizens of Spring Hill to authorize the mayor to execute a Memorandum of Agreement to ensure historic preservation.

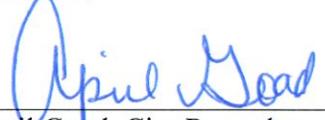
NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that the mayor is hereby authorized to execute the attached Memorandum of Agreement and Exhibits.

Passed and adopted this 20th day of June, 2022.



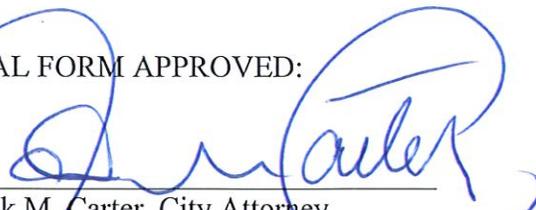
Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick M. Carter, City Attorney



Department of Energy

Washington, DC 20585

June 9, 2022

Jim Hagaman, Mayor
City of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174

SUBJECT: U.S. Department of Energy, Lithium-Ion Battery Cell Manufacturing Facility in Spring Hill, Tennessee; Final Memorandum of Agreement

Dear Mayor Hagaman:

Pursuant to its authority under Section 136 of the Energy Independence and Security Act of 2007, which established the Advanced Technology Vehicles Manufacturing Loan (ATVM) program, U.S. Department of Energy (DOE), Loan Programs Office (LPO) is evaluating whether to provide a Federal loan to Ultium Cells, LLC (Ultium) to support the tooling of a battery manufacturing facility in Lordstown, Ohio, and the construction and tooling of a battery manufacturing facility in Spring Hill, Tennessee. As described in our letter to you on October 8, 2021, DOE initiated a review of this project pursuant to Section 106 of the National Historic Preservation Act. The purpose of this letter is to provide the final Memorandum of Agreement (MOA) to resolve the adverse effects of the proposed activities in Spring Hill, Tennessee.

The revised final MOA replaces the draft MOAs submitted to your office on February 17 and April 27, 2022, incorporates the project changes described in our letter dated April 25, 2022, addresses comments provided by the Tennessee State Historical Commission (THC), the State Historic Preservation Office (SHPO), and includes an additional stipulation addressing post-review discoveries.

As requested in your email on February 25, 2022, I am providing a signature page for you as a Concurring Party to the MOA. I request that you return a signed copy of this page to me via email at your earliest convenience. Once all signatures have been received, a copy of the executed MOA will be provided to all consulting parties and Tribes.

If you have any questions, please contact me in the DOE Loan Programs Office at (303) 275-4549, or email at LPO_Environmental@hq.doe.gov.

Respectfully,

David Oster

Digitally signed by David
Oster
Date: 2022.06.09 15:24:23
-04'00'

For Todd Stribley
NEPA Document Manager
Loan Programs Office

Attachments:

Attachment 1: Final Memorandum of Agreement

Attachment 1
Final Memorandum of Agreement

MEMORANDUM OF AGREEMENT
BETWEEN THE U.S. DEPARTMENT OF ENERGY, ULTIUM CELLS, LLC.,
AND THE TENNESSEE HISTORICAL COMMISSION
REGARDING
THE ULTIUM SPRING HILL PROJECT,
MAURY COUNTY, TENNESSEE

CONCURRING PARTY:

City of Spring Hill


Name: Jim Hagaman
Title: Mayor

Date: 6-20-2022

**MEMORANDUM OF AGREEMENT
AMONG THE U.S. DEPARTMENT OF ENERGY, ULTIUM CELLS, LLC.,
AND THE TENNESSEE HISTORICAL COMMISSION
REGARDING
THE ULTIUM CELLS SPRING HILL PROJECT,
SPRING HILL, MAURY COUNTY, TENNESSEE**

WHEREAS, DOE, as the lead federal agency, is required to comply with the National Historic Preservation Act (NHPA) and its implementing regulations at 36 Code of Federal Regulations (CFR) Part 800; and

WHEREAS, Ultium Cells, LLC (Ultium), has applied to DOE for federal financial assistance in the form of a loan under Section 136 of the Energy Independence and Security Act of 2007, which established the Advanced Technology Vehicles Manufacturing Loan (ATVM) program, for providing loan funding for the construction and tooling of a battery manufacturing facility and the construction of a recycling facility building near Spring Hill, Maury County, Tennessee (the Undertaking); and

WHEREAS, the Undertaking (providing a loan to Ultium for the proposed project) would include the construction of a new lithium-ion battery cell manufacturing facility and recycling facility building near Spring Hill, Tennessee. The battery manufacturing facility would include an approximately 2.8-million-square-foot building and several auxiliary structures and features, a utility corridor, soil storage areas, and an existing spoil pile. The recycling facility building would include a 120,000 square-foot building and associated parking areas. The development of the battery cell manufacturing facility and the recycling facility buildings and auxiliary structures and features encompasses an area totaling nearly 274 acres as depicted on the map, titled "Project Limits of Disturbance", included in Attachment 1 to this Memorandum of Agreement (MOA); and

WHEREAS, the Area of Potential Effects (APE) for the Undertaking includes all areas to be developed, including all temporary and permanent easement areas, staging areas, and construction areas, as well as a half-mile buffer around all new above-ground structures to account for any indirect (viewshed) impacts as depicted on the map, titled "Architectural APE", included in Attachment 1 to this MOA; and

WHEREAS, DOE, in consultation with the Tennessee Historical Commission (THC) and in accordance with 36 CFR § 800.4(b) and § 800.4(c), has inventoried historic properties within the Undertaking's APE; and

WHEREAS, DOE and THC concur that the Haynes Haven Stock Farm is eligible for inclusion on the National Register of Historic Places (NRHP) under Criterion A for agriculture, for its association with breeding notable Tennessee Walking Horses, and for its use as a breeding and show farm; and under Criterion C for architecture, as a good local example of late classical revival architecture for the farmhouse and for good examples of a large Craftsman inspired horse barn and ca. 1890s lattice barn; and

WHEREAS, DOE and THC concur that the Middle Tennessee AgResearch and Education Center is eligible for the NRHP under Criterion A for its association with the state's efforts to foster innovation in agriculture; and

WHEREAS, in accordance with 36 CFR § 800.5(a) for determining adverse effect, DOE and THC concur that the Undertaking will have an adverse effect on the Haynes Haven Stock Farm and the Middle Tennessee AgResearch and Education Center; and

WHEREAS, in accordance with 36 CFR § 800.2, DOE notified the Alabama-Coushatta Tribe of Texas, Cherokee Nation, Chickasaw Nation, Coushatta Tribe of Louisiana, Eastern Band of Cherokee Indians, and Muscogee (Creek) Nation, collectively "Tribes" of the undertaking and invited them to participate in the Section 106 process; and

WHEREAS, DOE invited the Tribes to comment and participate in consultation pursuant to 36 CFR 800.6(c)(3) as a Concurring Party; and

WHEREAS, in accordance with 36 CFR § 800.2, DOE notified the City of Columbia, City of Spring Hill, Maury County, Maury County Historical Society, Association for Preservation of Tennessee Antiquities, and the Middle Tennessee AgResearch and Education Center at Spring Hill, of the Undertaking and inviting them to participate in the Section 106 process; and

WHEREAS, Ultium has participated in the development of this MOA, and DOE has invited Ultium to sign this MOA as an Invited Signatory, pursuant to 36 CFR § 800.6(c)(1); and

WHEREAS, in accordance with 36 CFR 800.6(a)(1), DOE has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination, and the ACHP has elected not to participate pursuant to 36 CFR Part 800.6(a)(1)(iii); and

NOW, THEREFORE, DOE, THC, and Ultium agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the adverse effects of the Undertaking on historic properties, and further agree that these stipulations shall govern the Undertaking and all of its parts until this MOA expires or is terminated and shall satisfy the DOE's Section 106 responsibilities for all aspects of the Undertaking:

STIPULATIONS

I. DEFINITIONS

The definitions set forth in 36 CFR § 800.16 are incorporated herein by reference and apply throughout this MOA.

II. TREATMENT OF ADVERSE EFFECTS

A. Vegetative Screening

Ultium will construct berms and plant trees/shrubs generally consistent with the plans included in Attachment 2 of this MOA to minimize and mitigate for the Undertaking's adverse visual effects to the Haynes Haven Stock Farm and the Middle Tennessee AgResearch and Education Center.

B. Haynes Haven NRHP Nomination

Ultium will prepare a NRHP nomination for the previously determined eligible Haynes Haven Stock Farm. The property was determined to be eligible for listing under Criterion A for its agricultural associations with horse breeding, specifically Tennessee Walking Horses, and under Criterion C for architecture as an example of Late Classical Revival style architecture. The nomination will focus on these areas of eligibility and will be prepared by a 36 CFR Part 61-qualified architectural historian according to Stipulation III.A. This nomination will be developed in consultation with THC staff and shall meet the THC's and the National Park Service's (NPS's) NRHP submission guidelines.

In the event of owner objection, the nomination will proceed through the nomination process (outlined below) as a formal Determination of Eligibility.

Based on consultations with and instructions from THC National Register staff, Ultium will complete the nomination form, as well as conduct site visits and additional background research, according to the THC's and NPS's submission guidelines. Within six months of the execution of this agreement, Ultium will submit a draft nomination packet for the Haynes Haven Stock Farm to DOE and THC for review. All comments shall be received within 45 days. Ultium will address all comments within 14 days of receipt and incorporate them into a revised nomination packet for DOE and THC review, and Ultium will consult with DOE and THC to resolve any outstanding issues, as needed. Consultation methods and frequency for the development and completion of the nomination packet will be decided upon execution of this agreement.

Ultium will complete and submit the final NRHP nomination to DOE and THC within one (1) year of the execution of this agreement. Following acceptance of the final NRHP nomination by DOE and THC, the nomination will be reviewed by the Tennessee State Review Board at their next meeting. Following the Tennessee State Review Board's approval, the THC National Register staff will submit the nomination to the NPS in Washington, D.C. for final review, approval, and listing in the NRHP.

C. Middle Tennessee AgResearch and Education Center Historical Context Report

Ultium will prepare a historical context report (i.e., historical narrative) on the Middle Tennessee AgResearch and Education Center. The report will be

researched and prepared by a 36 CFR Part 61- qualified historian according to Stipulation III.A.

Upon execution of this agreement, Ultium and THC shall meet to confirm the general scope of work for the Historical Context Report and discuss sources of information that could be accessed to prepare the historical context report. In general, the historical context report will include:

- a. An historical narrative of the property, including past ownership, Middle Tennessee AgResearch and Education Center purchase and construction, and subsequent additions and other changes to the property over time;
- b. A discussion of mid-to-late-twentieth-century activities and agricultural practices of the Middle Tennessee AgResearch and Education Center, including the development of new methodology and technologies; and
- c. A discussion of the historical role of the Middle Tennessee AgResearch and Education Center to central Tennessee, and as part of the larger University of Tennessee Agricultural Experiment Station Program.

Logistically, the preparation of the Middle Tennessee AgResearch and Education Center Historical Context Report will involve desktop and on-site archival research to appropriate local repositories, as well as a site visit to the Middle Tennessee AgResearch and Education Center property by a 36 CFR Part 61-qualified historian to document current conditions and collect photo documentation. Research involving other University of Tennessee Agricultural Experiment Stations will be limited to online desktop research only.

Ultium will submit a draft Historical Context Report to DOE and THC for review within nine (9) months of the execution of this agreement. DOE and THC will provide comments to Ultium within 30 days of receipt of the draft report. Ultium will incorporate and/or address these comments in a final version of the historical context report within 14 days of receipt. Ultium will consult with DOE and THC to resolve any outstanding issues as needed. Consultation methods and frequency for the development and completion of the Historical Context Report will be decided upon execution of this agreement.

Ultium will complete and submit a final version of the Middle Tennessee AgResearch and Education Center Historical Context Report to THC and DOE within one (1) year of the execution of this agreement.

III. POST-REVIEW DISCOVERIES

A. Discovery of Human Remains

1. Ultium shall ensure and direct all contractors that when human remains, suspected human remains, or indications of a burial are discovered construction and installation activities at the Spring Hill site, that the local law

enforcement, the county medical examiner, Ultium, and DOE shall be immediately notified, and implement reasonable efforts to protect the human remains from any harm. The human remains shall not be touched, moved, or further disturbed. All activities shall cease within a minimum of 50 feet from the area of the find (i.e., a 50-foot radius "no work" buffer shall be established).

2. DOE shall immediately notify the Tennessee State Historic Preservation Office and appropriate Consulting Parties and Indian Tribes.
3. Upon notification, Ultium shall ensure that the area of the find is secured and protected from further disturbance. Ultium shall ensure that the following procedures will be followed for discoveries on private land:
 - a. The procedures established by Tennessee Cemetery and Burial Site Laws (T.C.A. 11-6-107d) as amended.
 - b. Ultium/DOE shall notify the State Archaeologist of the discovery.
 - c. Ultium and DOE shall continue consultation with the Tennessee State Historic Preservation Office, Consulting Parties, and Indian Tribes as appropriate.
 - d. Ultium shall ensure that no remains will be removed from the area of the find until jurisdiction is established.
4. All Signatory Parties agree that the most appropriate treatment, if feasible, is to protect the human remains and permanently preserve burial sites in situ.

B. Unanticipated Discoveries and Effects

1. Ultium shall ensure and direct all contractors that when a previously unidentified cultural resources (e.g., an archaeological site) is discovered during the construction and installation activities associated with the Spring Hill site, that Ultium and DOE shall be immediately notified, and implement reasonable efforts to protect the resource from any harm. All activities shall cease within a minimum of 50 feet from the area of the find (i.e., a 50-foot radius "no work" buffer shall be established).
2. Upon notification, Ultium shall implement any additional reasonable measures necessary to avoid or minimize effects to the resource. Any previously unidentified cultural resource will be treated as though it is eligible for the NRHP until such other determination may be made.
3. DOE shall notify the Tennessee State Historic Preservation Office, Consulting Parties, and Indian Tribes of the discovery within 48 hours, and request consultation to resolve potential adverse effects.
 - a. DOE will consult with the Tennessee State Historic Preservation Office, Consulting Parties, and/or Indian Tribes, as appropriate, to determine if the resource is eligible for listing on the NRHP. If the resource is not

eligible, the suspension of work will end and construction in the area may commence.

- b. If the resource is found to be eligible for listing on the NRHP, the suspension of work will continue. The DOE, in consultation with Ultium, the Tennessee State Historic Preservation Office, Consulting Parties, and Indian Tribes will determine actions to avoid, minimize, or mitigate adverse effects to the historic property and will ensure that the appropriate actions are carried out.

4. If DOE, Ultium, the Tennessee State Historic Preservation Office, Consulting Parties, or Indian Tribes cannot agree on an appropriate course of action to address an unanticipated discovery or effects situation, then the DOE shall initiate the dispute resolution process set forth in Stipulation V.

IV. PROFESSIONAL QUALIFICATIONS AND STANDARDS

A. Professional Qualifications.

All historic preservation activities implemented pursuant to this MOA shall be conducted by, or under the direct supervision of, a person or persons meeting, at a minimum, the Secretary of Interior's *Professional Qualifications Standards* for Archeology, History, or Architectural History (48 FR 44738-39).

B. Historic Preservation Standards.

All historic preservation activities carried out pursuant to this MOA shall meet the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716-44740) as well as standards and guidelines for historic preservation activities established by THC and the National Park Service.

C. Documentation Standards.

DOE shall ensure that all written documentation prescribed by Stipulations II and III of this MOA shall conform to the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* (48 FR 44716-44740), as well as to applicable standards and guidelines established by THC.

V. ADMINISTRATIVE STIPULATIONS

A. RESOLVING OBJECTIONS.

1. Should any party to this MOA object to the manner in which the terms of this MOA are implemented or to any documentation prepared in accordance with and subject to the terms of this MOA, the objecting party shall immediately notify the other parties, in writing, of the nature of its objection. Responsive comments shall be provided by the non-objecting parties in writing within fifteen (15) calendar days following receipt of the expression of objection. As soon as practicable after notice of an objection, the parties hereto shall begin cooperative discussions for the purpose of resolving the dispute.

2. The parties agree to work cooperatively and diligently toward a mutually acceptable resolution of the objection during a consultation period not to exceed thirty (30) calendar days, beginning on the date responsive comments are received by the objecting party from the non-objecting parties. If the parties resolve the objection, the terms of the resolution shall be incorporated into a written amendment to this MOA in accordance with Stipulation V.B, below. Thereafter, DOE may proceed in accordance with the terms of the resolution.
3. During the implementation of the terms of this MOA, should an objection pertaining to such implementation be raised by a member of the public, DOE shall immediately notify the other parties to this MOA in writing of the objection and take the objection into consideration. DOE shall consult with the objecting individual or organization and, as appropriate, with the other parties to this MOA, in an effort to reach a mutually acceptable resolution. The period of consultation shall not exceed fifteen (15) calendar days. DOE shall reach a decision regarding resolution of the objection and shall notify the objecting individual or organization as well as the parties to this MOA of its decision in writing. In reaching its decision, DOE shall take into account any comments from the other Signatories and Invited Signatories to this MOA and any additional comments from the objecting individual or organization. DOE's decision regarding the resolution will be final.

B. AMENDMENTS

1. Any party to this MOA may propose that this MOA be amended, whereupon all parties to the MOA will consult for no more than thirty (30) days to consider such amendment. DOE may extend this consultation period, if necessary. The amendment process shall comply with 36 CFR § 800.6(c)(7). This MOA may be amended only upon the written agreement of the Signatories and Invited Signatories. If the MOA is not amended, it may be terminated by a Signatory or Invited Signatory in accordance with Section C of this Stipulation.
2. Stipulation II may be amended through consultation as prescribed in Section B.1 of this Stipulation without amending the MOA proper.

C. TERMINATION

1. Only a Signatory or Invited Signatory may terminate this MOA. If this MOA is not amended as provided for in Section B of this Stipulation, or if DOE or THC proposes termination of this MOA for other reasons, the Signatory proposing termination shall, in writing, notify the other parties to this MOA, explain the reasons for proposing termination, and shall consult with the other parties to this MOA for no more than thirty (30) calendar days to seek alternatives to termination. Should such consultation result in an agreement, the parties

shall proceed in accordance with the terms of that agreement and shall prepare any amendment to this MOA, if needed, in accordance with the terms of Stipulation V.B, above. Consultation shall not be required if DOE proposes termination because the Undertaking no longer meets the definition set forth at 36 CFR § 800.16(y).

2. If, after thirty (30) calendar days, consultation has not led to a resolution of the objection, the signatory party proposing termination may terminate this MOA by promptly notifying the other parties to this MOA in writing. Termination shall render this MOA without further force or effect.
3. If this MOA is terminated hereunder, and if DOE determines that the undertaking will nonetheless proceed, then DOE shall advise ACHP and request its comments in accordance with the requirements of 36 CFR § 800.6(c)(8) and 36 CFR §§ 800.7(a) and (c).

D. DURATION OF THE MOA

1. Unless terminated pursuant to Section C of this Stipulation, this MOA will remain in effect following execution by the Signatory Parties until DOE, in consultation with the other parties hereto, determines that all the terms of this MOA have been satisfactorily fulfilled. Upon a determination by DOE that all of the requirements of this MOA have been satisfactorily fulfilled, DOE shall notify the other parties to this MOA in writing that this MOA has been fully satisfied and is therefore concluded.
2. If the requirements of this MOA appear unlikely to be fully performed within five (5) years following its date of execution, DOE shall consult with the other parties hereto to reconsider its terms at least sixty (60) calendar days prior to the date on which five (5) years will have elapsed. Reconsideration may include an agreement by the parties to extend this MOA on its original terms for a mutually agreed-upon additional period, or an agreement to amend this MOA in accordance with Stipulation V.B above, or termination. In the event of termination, DOE will comply with Stipulation V.C.3 of this MOA, if it determines that the Undertaking will proceed notwithstanding termination of this MOA.
3. If DOE has not issued a loan for the Project within five (5) years following execution of this MOA, this MOA shall automatically terminate and have no further force or effect. In such event, DOE shall notify the other MOA parties in writing and, if Ultium chooses to continue with the Undertaking, DOE shall reinstate review of the Undertaking in accordance with 36 CFR Part 800.

E. EFFECTIVE DATE.

This MOA will take effect immediately upon its execution by the Signatories and Invited Signatory.

EXECUTION of this MOA by DOE, THC and Ultium, pursuant to 36 CFR § 800.6, including its transmittal by DOE to ACHP in accordance with 36 CFR § 800.6 (b)(1)(iv), and subsequent implementation of its terms, shall evidence that DOE has afforded ACHP an opportunity to comment on the Undertaking and its effects on Historic Properties, and that DOE has taken into account the effects of this Undertaking on Historic Properties in fulfillment of its duties under Section 106 of the NHPA.

**MEMORANDUM OF AGREEMENT
BETWEEN THE U.S. DEPARTMENT OF ENERGY, ULTIUM CELLS, LLC.,
AND THE TENNESSEE HISTORICAL COMMISSION
REGARDING
THE ULTIUM SPRING HILL PROJECT,
MAURY COUNTY, TENNESSEE**

SIGNATORY:

DEPARTMENT OF ENERGY, LOAN PROGRAMS OFFICE

_____ Date: _____
Name: Todd Stribley
Title: Director of Environmental Compliance, DOE Loan Programs Office

**MEMORANDUM OF AGREEMENT
BETWEEN THE U.S. DEPARTMENT OF ENERGY, ULTIUM CELLS, LLC.,
AND THE TENNESSEE HISTORICAL COMMISSION
REGARDING
THE ULTIUM SPRING HILL PROJECT,
MAURY COUNTY, TENNESSEE**

SIGNATORY:

TENNESSEE HISTORICAL COMMISSION

_____ Date: _____
Name: E. Patrick McIntyre, Jr.
Title: Executive Director and State Historic Preservation Officer

**MEMORANDUM OF AGREEMENT
BETWEEN THE U.S. DEPARTMENT OF ENERGY, ULTIUM CELLS, LLC.,
AND THE TENNESSEE HISTORICAL COMMISSION
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THE ULTIUM SPRING HILL PROJECT,
MAURY COUNTY, TENNESSEE**

INVITED SIGNATORY:

ULTIUM CELLS LLC

Name: Thomas Gallagher
Title: Vice President Operations

Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE U.S. DEPARTMENT OF ENERGY, ULTIUM CELLS, LLC.,
AND THE TENNESSEE HISTORICAL COMMISSION
REGARDING
THE ULTIUM SPRING HILL PROJECT,
MAURY COUNTY, TENNESSEE**

CONCURRING PARTY:

City of Spring Hill

Name: Jim Hagaman
Title: Mayor

Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE U.S. DEPARTMENT OF ENERGY, ULTIUM CELLS, LLC.,
AND THE TENNESSEE HISTORICAL COMMISSION
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THE ULTIUM SPRING HILL PROJECT,
MAURY COUNTY, TENNESSEE**

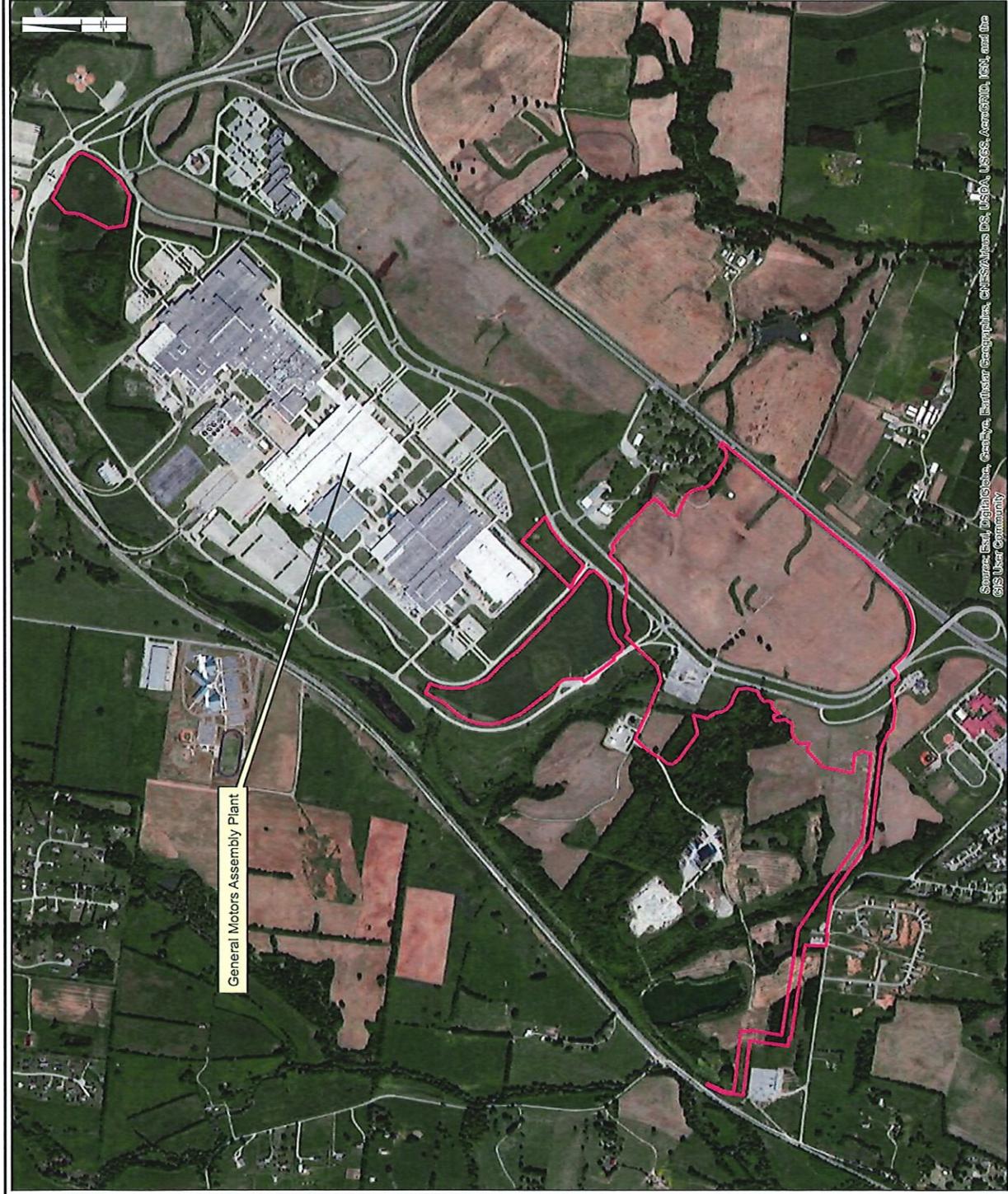
CONCURRING PARTY:

Cherokee Nation

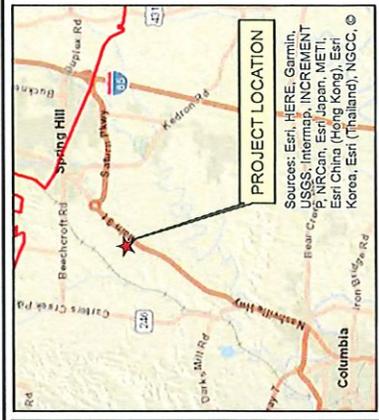
Name: Chad Harsha
Title: Secretary of Natural Resources

Date: _____

ATTACHMENT 1
Affected Properties Location Maps



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



Legend

Limits of Disturbance (274 Acres)

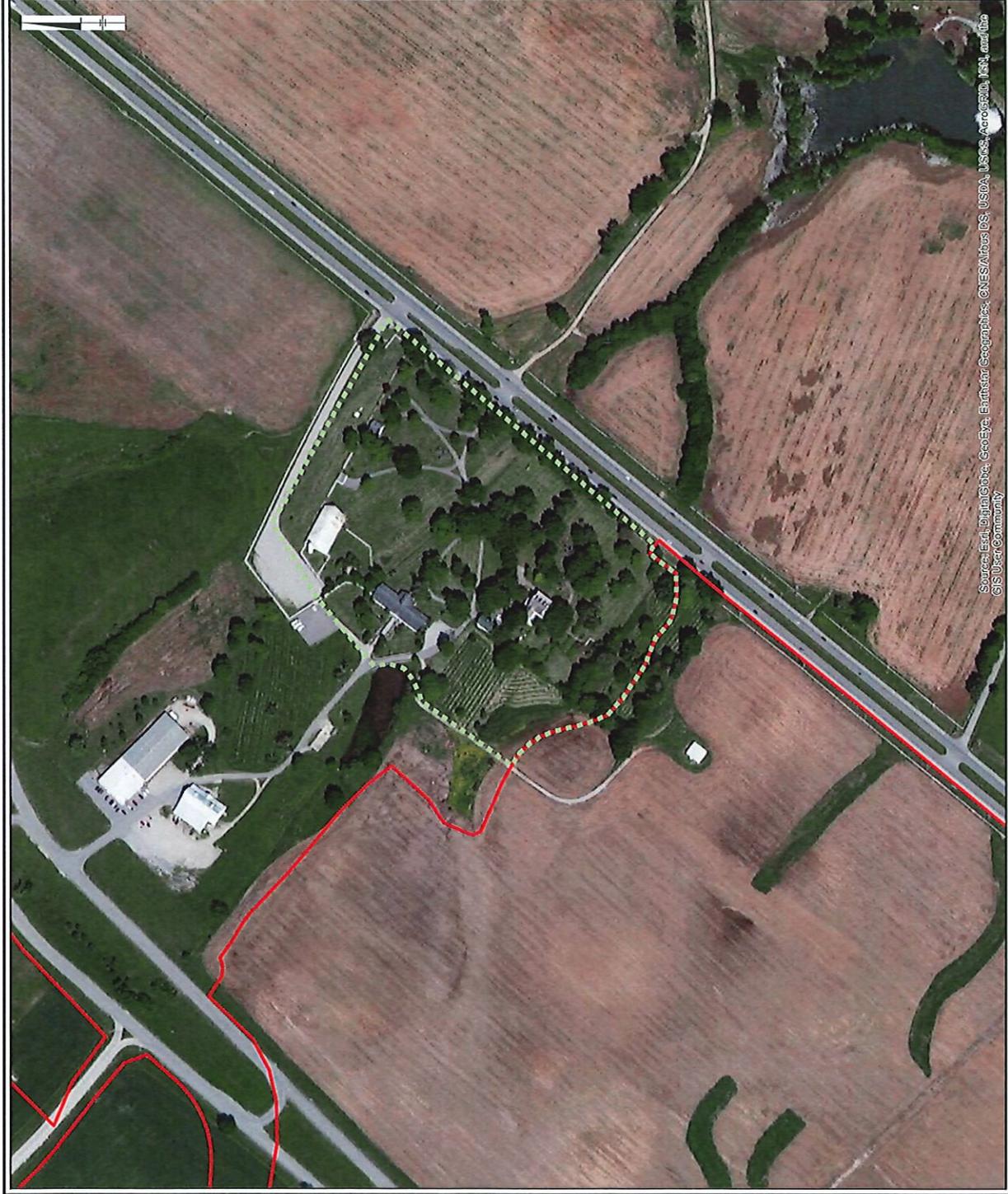


GRAPHIC SCALE

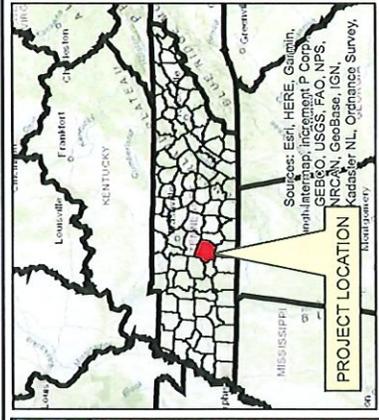
ULTIUM CELLS LLC
 SPRING HILL BATTERY CELL MANUFACTURING PLANT
 CULTURAL RESOURCES

PROJECT LIMITS OF DISTURBANCE

ultium cells | FIGURE 1.0



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



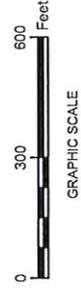
Sources: Esri, HERE, Garmin, IntelSatellite, Indigent P Corp, GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri, DeLorme, NAVTEQ, Swisstopo, UGC, AeroGRID, IGN, Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

PROJECT LOCATION

Legend

Haynes Haven Property Boundary

Project Area (274 Acres)



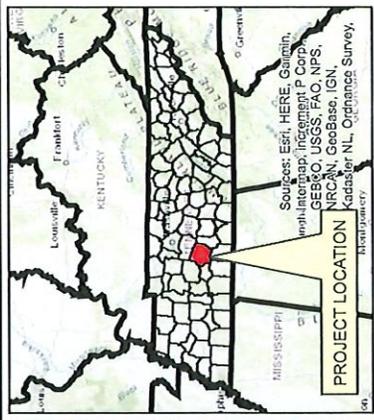
ULTIUM CELLS LLC
 SPRING HILL BATTERY CELL MANUFACTURING PLANT
 CULTURAL RESOURCES

HAYNES HAVEN LOCATION

ultium cells | **FIGURE 1.1**



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



Sources: Esri, HERE, Garmin, Intel, Satmap, Ingegno, P Corp, GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri, DeLorme, NAVTEQ, Swisstopo, UGC, AeroGRID, IGN, and the GIS User Community

PROJECT LOCATION

Legend

-  Above Ground Building Area (165 Acres)
-  Architectural APE (0.5 Mile Buffer)
-  Middle TN Ag Exp. Sta. (~1,263 Acres)



GRAPHIC SCALE

ULTIUM CELLS LLC
 SPRING HILL BATTERY CELL MANUFACTURING PLANT
 CULTURAL RESOURCES
 ARCHITECTURAL APE

ATTACHMENT 2
Landscape and Berm Screening Plans

ATTACHMENT 2 – LANDCAPE SCREENING PLANS

The design approach for landscape screening of the historic site is centered on re-establishing the natural pattern and species from within the landscape. Plant species have been selected that are native or naturalized that will ensure higher success rates, reduce long term maintenance, and help to provide replacement habitat for wildlife species. See Table 1 below for a representative list of species from which screening plantings will be selected. The proposed plantings have been positioned to replace lost vegetation while softening the views from within the historic property over time. With the berm and screening plantings located away from the primary building and closer to the affected properties their screening effectiveness is maximized.

The layout provides a mixture of canopy, evergreen and ornamental tree species placed in small groupings with the intent of mimicking natural patterns found in the regional ecology. While evergreen trees provide more immediate and fully opaque screening, canopy trees will provide the greater long-term impact as they mature and help to address the significant elevation changes on the property. With a focus on long term visual impacts, the decision was made to plant smaller trees to minimize the shock to the plant's systems, reduce plant loss during transplant, and encourage accelerated growth at the time of installation. All landscape plantings will be warranted by the contractor for one-year following completion and acceptance by Ultium. Any plants that do not survive the first year will be replaced. Planting is anticipated to be completed in June 2023.

Attachment 2.1 Landscape Master Plan

Attachment 2.2 Landscape sheet L200 - overall landscape layout plan that shows the proximity of the project and the landscaping to the affected sites.

Attachment 2.3 Landscape sheets L201-L207 and L210-L211, enlarged landscape layout plans

Table 1 – Representative Landscape Plant Schedule

PLANT SCHEDULE

	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CALIPER</u>	<u>HEIGHT</u>
TREES					
ACE SAC	Acer saccharum 'Legacy'	Legacy Sugar Maple	B & B	2"Cal	
AME ARB	Amelanchier arborea	Downy Serviceberry	B & B		8'
CER CAN	Cercis canadensis	Eastern Redbud	B & B	1.5"Cal	
CRA PHA	Crataegus phaenopyrum	Washington Hawthorn	B & B		10'
GIN BIL	Ginkgo biloba 'Autumn Gold' TM	Autumn Gold Maidenhair Tree	B & B	2"Cal	
GIN PSG	Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Maidenhair Tree	B & B	3"Cal	
GYM DIO	Gymnodadus dioica 'Espresso'	Kentucky Coffeetree	B & B	2"Cal	
JUN VIR	Juniperus virginiana	Eastern Redcedar	B & B		6'
LIQ STY	Liquidambar styraciflua	Sweet Gum	B & B	2"Cal	
MAL PRA	Malus x 'Prairifire'	Prairifire Crabapple	B & B	1.5"Cal	
PIN STR	Pinus strobus	White Pine	B & B		6'
PIN VIR	Pinus virginiana	Virginia Pine	B & B		6'
QUE RUB	Quercus rubra	Red Oak	B & B	2"Cal	
ULM PAR	Ulmus parvifolia	Lacebark Elm	B & B	2"Cal	
SHRUBS					
ARO MEL	Aronia melanocarpa	Black Chokeberry	5 gal	24" ht.	
FOR INT	Forsythia x intermedia	Border Forsythia	5 gal	24" ht.	
HAM VIR	Hamamelis virginiana	Common Witch Hazel	5 gal	24" ht.	
ILE COR	Ilex comuta 'Dwarf Burford'	Dwarf Burford Holly	5 gal	24" ht.	
ITE VIR	Itea virginica 'Henry's Garnet'	Henry's Garnet Sweetspire	5 gal	24" ht.	
JUN CHI	Juniperus chinensis 'Sea Green'	Sea Green Juniper	5 gal	24" ht.	
PAR TRI	Parthenocissus tricuspidata	Boston Ivy	1 gal	cont.	
PHY OPU	Physocarpus opulifolius 'Monro' TM	Diablo Ninebark	5 gal	24" ht.	
PRU LAU	Prunus laurocerasus 'Schipkaensis'	Schipka English Laurel	5 gal	24" ht.	
RHU TYP	Rhus typhina	Staghorn Sumac	5 gal	24" ht.	
VIB DEN	Viburnum dentatum	Arrowwood	5 gal	24" ht.	
VIB PRU	Viburnum prunifolium	Blackhaw Viburnum	5 gal	24" ht.	
VIB PRA	Viburnum x pragense	Prague Viburnum	5 gal	24" ht.	
ORNAMENTAL GRASSES					
PAN CLO	Panicum virgatum 'Cloud Nine'	Cloud Nine Switch Grass	cont.	1 gal	
PAN SHE	Panicum virgatum 'Shenandoah'	Shenandoah Switch Grass	cont.	1 gal	
SCH SCO	Schizachyrium scoparium 'Standing Ovation'	Standing Ovation Little Bluestem	cont.	1 gal	
SPO HET	Sporobolus heterolepis	Prairie Dropseed	cont.	1 gal	



1. Existing wetlands to be enhanced
2. Detention basin
3. Filter screen planting on top of land berms, to filter views towards the building
4. Easement
5. Entry forecourt plaza
6. Staff outdoor amenity area
7. Walking trail
8. Parking lot
9. Low screen shrub planting to screen utilities area



ATTACHMENT 2.1

Landscape Master Plan

