



**David C. Levy**

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Omaha, NE 68102-2068  
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dlevy@bairdholm.com  
www.bairdholm.com

July 12, 2024

**VIA E-MAIL AND HAND DELIVERY**

Mr. Michael Jensen  
Zoning Administrator  
Cass County, Nebraska  
13860 12th Street  
Plattsmouth, Nebraska 68048-1964

**Re: Application for Conditional Use Permit for Cass County Solar Project**

Dear Mr. Jensen:

On behalf of Cass County Solar Nebraska, LLC ("Applicant"), we respectfully submit this application for a Conditional Use Permit ("CUP") for the proposed Cass County Solar Project (the "Project"). Applicant is a wholly-owned subsidiary of NextEra Energy Resources, LLC. The Project is a proposed utility-scale solar farm in eastern Cass County, northwest of the Village of Murray.

Applicant would construct, operate and maintain the Project in accordance with the Zoning Regulations of Cass County, Nebraska (the "Regulations") and Nebraska law.<sup>1</sup> The overall Project would encompass approximately 2,400 total signed acres across the zoning jurisdictions of Cass County and the Village of Murray.

Within the County's zoning jurisdiction, the Project Site (defined below) would encompass approximately 2,000 signed acres, with approximately 1,100 buildable acres containing Project improvements (area within the fence). Project improvements would have a ground coverage ratio of approximately 38 percent.

Applicant would construct the Project solely on the land of voluntarily participating local landowners. At the end of the Project's operational life, those landowners may return the land to the prior agricultural use.

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<sup>1</sup> All references are to the Zoning Regulations of Cass County, Nebraska unless stated otherwise.

The Project would produce clean, local electricity. It would use no water to operate and produce no emissions. To minimize aesthetic impacts, Applicant would use the natural topography of the area and plant additional vegetative screening. The Project would be compatible with existing agricultural land uses and meet all site and design standards in the Regulations.

The Project would have a total nameplate capacity of approximately 265 megawatts ("MW"), with approximately 205 MW in the unincorporated portion of the County. The Project would include a 105 MW energy storage facility, along with a substation and possible operation and maintenance facility.

The Project would interconnect to the Omaha Public Power District's transmission system at the existing Cass County Station, between 24th and 42nd Streets along Mill Road. Applicant estimates the Project could begin commercial operation in 2027 or 2028.

Applicant has performed extensive environmental evaluation of the Project and the Project Site. Applicant has consulted with the Nebraska Game and Parks Commission and the U.S. Fish and Wildlife Service – Nebraska Field Office. These agencies expressed no concerns regarding the Project. Applicant will engage in continual environmental monitoring.

The Project would inject a capital investment into the County of approximately \$566,000,000. It would support the local economy through the purchase of local and regional goods and services. Applicant estimates the Project would provide up to 345 construction jobs and up to 12 full-time operation and maintenance jobs.

Applicant estimates the Project would generate approximately \$1,200,000 in average annual property tax revenue, or approximately \$36,000,000 over a 30-year operational life. Applicant estimates the Project would generate average annual property tax revenue of approximately \$800,000 for the Conestoga Public School District and approximately \$265,000 for the County itself. Other local taxing authorities would also benefit, including local fire districts, agricultural societies, natural resource districts, community colleges and educational service units.

According to the Bureau of Business Research at the University of Nebraska – Lincoln Department of Economics ("UNL"), the Project would provide a regional economic benefit of approximately \$190,000,000 during development and construction and over \$6,000,000 annually during operations. Over a 30-year operational life, UNL estimates the Project would provide a total regional economic benefit of approximately \$380,000,000. For the full UNL economic impact study of the Project, please see Exhibit M below.

Applicant respectfully requests that the Cass County Board of Commissioners (the "County Board") approve the Project as proposed. Applicant anticipates the County Board will impose conditions of approval. Applicant looks forward to working with the County Board to develop them. The list below addresses the application requirements under the Regulations.

**1. Contacts.**

Primary Contact:

David C. Levy  
Baird Holm LLP  
1700 Farnam Street, Suite 1500  
Omaha, Nebraska 68102  
(402) 636-8310  
[dlevy@bairdholm.com](mailto:dlevy@bairdholm.com)

Secondary Contact:

Matthew Jones  
NextEra Energy Resources, LLC  
700 Universe Boulevard  
Juno Beach, Florida 33408  
(561) 685-9043  
[matthew.jones@nexteraenergy.com](mailto:matthew.jones@nexteraenergy.com)

**2. Conditional Use Permit Application Form / Application Fee. § 4.21(Q).**

**Exhibit A** is a copy of the County's Conditional Use Permit Application form, including a copy of the check evidencing payment of the \$5,000 application fee.

**3. Project Description. § 8.21.05(C)(3).**

Page one above and the Site Plan (defined below) contain the Project description, including electrical generation capacity and the means of interconnecting with the electrical grid.

**4. Site Plan. §§ 8.21.05(C)(1)-(2). Exhibit B** is the "Site Plan" of the property on

which Applicant proposes to construct the Project (the "Project Site"). The Site Plan is to scale, depicts all participating parcels within the Project Site and the total site acreage, landscape and buffer areas and tree preservation. The Site Plan further includes:

- The location of all structures;
- Proposed location of the solar panels;
- Distances from solar panels to structures on property;
- Distances from solar panels to overall Project boundary lines;
- Roads;
- Electrical lines; and
- Overhead utility lines.

**5. Manufacturer's Recommendations. § 8.21.05(C)(4). Exhibit C** contains

manufacturer specifications for anticipated Project components.

**6. Participating Parcels; Legal Descriptions. Exhibit D** contains the names of

the participating landowners and the legal descriptions of the participating parcels.

**7. Authorization from Participating Landowners. § 8.21.05(C)(5).**

Applicant has reached agreements with participating landowners for the property rights necessary to construct, operate and maintain the Project (collectively, "Authorization"). **Exhibit E** is evidence of Authorization in the form of memoranda of leases, participation agreements and designation of agent forms for the participating parcels.

**8. Environmental Compliance. § 8.21.05(C)(6).** The Project complies with commonly accepted management practices for avian, wildlife and environmental protection. **Exhibit F** is evidence of environmental compliance from Olsson engineering and environmental.

**9. Emergency Management. § 8.21.05(C)(7).** Applicant conducted a training meeting with first responders, including the Murray Fire District, on June 13, 2024. Applicant will comply with any specific emergency management requirements the County or the Murray Fire District may direct. Prior to Project operation, Applicant will prepare and provide to the County an Emergency Action Plan for the as-built Project Site, including safety guidelines and procedures for potential emergency incidents during Project operation and decommissioning.

**10. Decommissioning Plan; Security. § 8.21.05(C)(8)-(9).** **Exhibit G** is a "Decommissioning Plan" detailing the means, procedures and costs to remove Project improvements and foundations and restore the underlying soil and vegetation.

The Decommissioning Plan includes a net decommissioning cost estimate. Kimley-Horn engineering prepared the net decommissioning cost estimate. Applicant will update the net decommissioning cost estimate no later than every five years, pursuant to the Regulations.

Upon the first five-year interval when such estimate shows a positive net decommissioning cost, Applicant will provide the County with a bond, letter of credit, parent company guaranty or other equivalent security instrument acceptable to the County Board to secure the net decommissioning cost ("Decommissioning Security"). Thereafter, Applicant will adjust the Decommissioning Security to match each updated net decommissioning cost estimate.

**11. Site Development Standards. § 8.21.05(B)(1)-(12).** As shown on the Site Plan, the Project meets all site and development standards under the Regulations, including, without limitation, setbacks, visual screening and fencing.

**12. Sight Line Study; Visual Simulations. § 8.21.05(B)(6).** **Exhibit H** is a sight line study including visual simulations from key vantage points around the Project Site.

**13. Vegetation Management and Landscape Screening Plan. Exhibit I** is a vegetation management and landscape screening plan for the Project Site from Olsson engineering and environmental ("Vegetation Management Plan"). The Vegetation Management Plan provides for the establishment and maintenance of perennial ground cover and visual screening. It also provides for soil stabilization, erosion control and weed control.

**14. Single Line Drawing of Electrical Components. § 8.21.05(D)(1).** **Exhibit J** is a single line drawing of Project electrical components.



**15. Operation and Maintenance Plan. § 7.02. Exhibit K** is an operation and maintenance plan for the Project.

**16. Notice Requirements. § 7.03. Exhibit L** is a list of all landowners within one-half (1/2) mile of the Project Site and all registered airports within 10 miles (collectively, "Notice Parties"). Applicant shall coordinate with the County to publish notice of this application in a legal paper of general circulation in the County and to provide written notice to all Notice Parties at least 10 days prior to public hearing before the Planning Commission.

**17. Economic Impact Study. Exhibit M** is an economic impact study of the Project from UNL. The economic impact study substantiates the economic projections in this application.

**18. Glint and Glare Analysis.** At the County's request, and in addition to the required application materials, Applicant has commissioned a glint and glare analysis for the Project Site and surrounding area from aviation consultant Capitol Airspace Group. Applicant will provide the full analysis when complete and in advance of public hearing.

\* \* \*

Thank you for receiving this application. Please confirm it satisfies the County's requirements and schedule it for hearing before the Planning Commission as soon as possible. Should you have questions or need anything else, please let us know.

Sincerely,



David C. Levy

Enclosures

cc: Cass County Solar Nebraska, LLC (NextEra Energy Resources)

**Exhibit A**

**Conditional Use Permit Application Form /  
Application Fee**

(PLEASE SEE ATTACHED)

EXHIBIT A

**CONDITIONAL USE PERMIT APPLICATION**

**CASS COUNTY, NEBRASKA**

Instructions:

1. Fill out application form completely. Please print or type. Use additional sheets if needed.
2. Filing fee: \$500.00 Make check payable to Cass County Zoning Department.
3. Contact Cass County Zoning if you have any questions @ 402-296-9359

1. **Owner's name:** Please see Exhibit D

2. **Applicant's name:** Cass County Solar Nebraska, LLC  
(Please supply notarized letter as owner's agent if different from owner)

3. **Applicant's address:** 700 Universe Boulevard  
Juno Beach, Florida Zip code: 33408

4. **Telephone (business):** 561-685-9043 (home): \_\_\_\_\_

5. **Present use of property:** Agricultural

6. **Desired use of property:** Commercial Solar Conversion System

7. **Present zoning:** AG / TA

8. **Legal description of property:** Please see Exhibit D

9. **Under what provisions of the zoning regulations are you seeking this permit?** \_\_\_\_\_

Section 8.21.05 - Commercial Solar Conversion Systems (CSCS)

10. **Explain in detail what you propose to do:** Please see cover letter

11. **How are adjoining properties used? Indicate both zoning districts designation and actual uses.**  
Adjacent land undeveloped, or agricultural and residential uses. Zoning districts are AG / TA.

North: \_\_\_\_\_ South: \_\_\_\_\_  
East: \_\_\_\_\_ West: \_\_\_\_\_

12. This authorizes the Cass County Zoning Administrator to enter upon the property during normal Working hours for the purpose of becoming familiar with the proposed situation. The Administrator may be accompanied by members of the County Board or the County Planning Commission.

\_\_\_\_\_  
Owner's signature

\_\_\_\_\_  
Applicant/agent signature

**BH | BAIRDHOLM<sup>LLP</sup>**  
ATTORNEYS AT LAW  
1700 Farnam Street  
Suite 1500  
Omaha, Nebraska 68102-2068

US Bank  
Farnam at Seventeenth  
27-2/1040 Omaha NE 68102 US  
148701575901

Check No: [REDACTED]


DATE: 07/05/2024

PAY FIVE THOUSAND AND 00/100 DOLLARS \*\*\*

\$ \*\*\*5,000.00\*\*\*

Baird Holm LLP - Operating Account

TO Cass County Zoning Department  
THE 13860 12th Street  
ORDER Plattsmouth, NE 68048  
OF

  
Void after 90 days

[REDACTED]

Baird Holm LLP - Operating Account  
Payee ID: 2669976

Payee: Cass County Zoning Department

Check #: [REDACTED]  
Check Date: 07/05/2024

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Amount Paid</u>
July 2, 2024	[REDACTED]	[REDACTED]	\$5,000.00
<b>Total:</b>			<b>\$5,000.00</b>

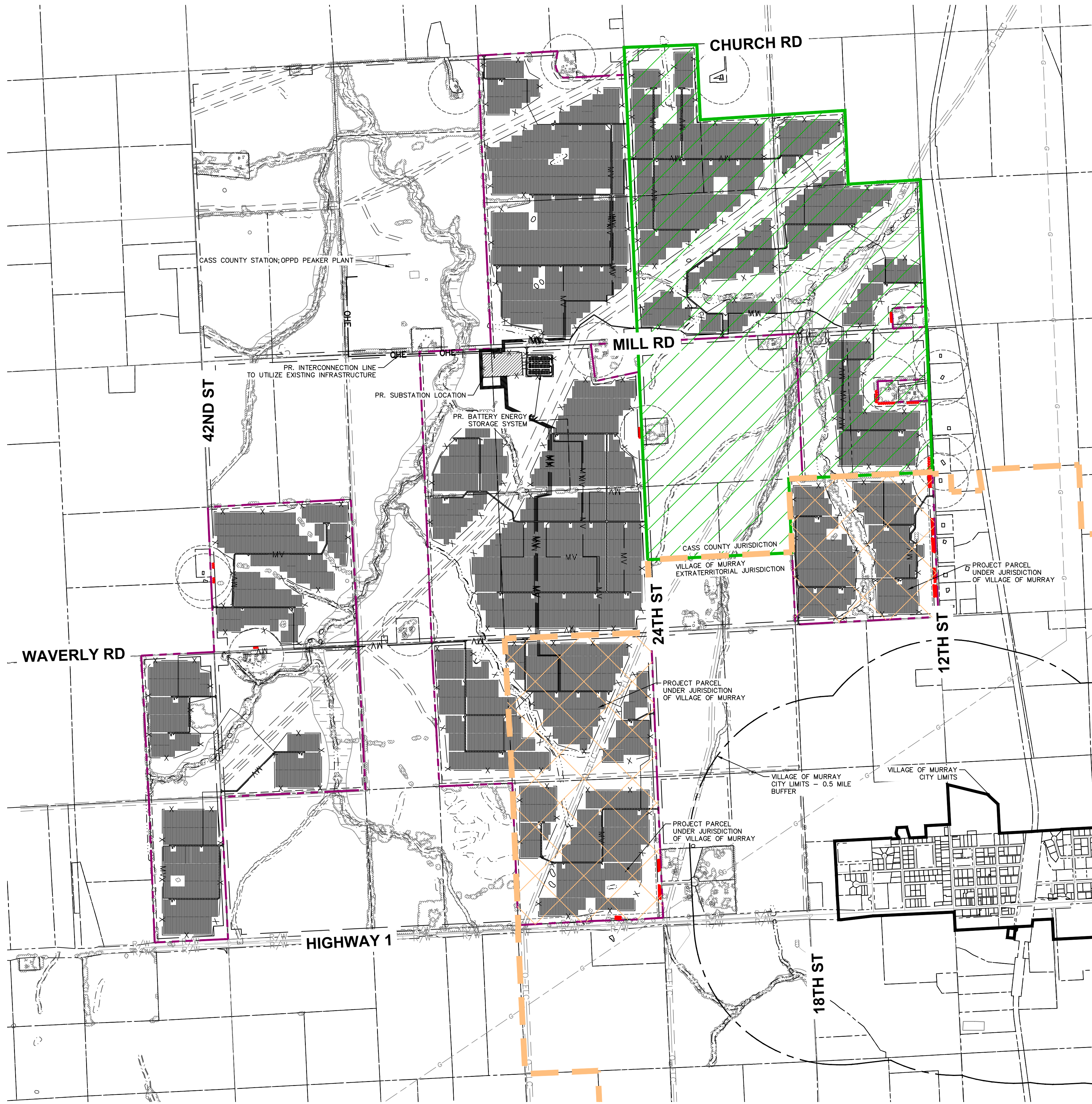
**Exhibit B**  
**Site Plan**

(PLEASE SEE ATTACHED)

EXHIBIT B



PRELIMINARY - NOT FOR CONSTRUCTION

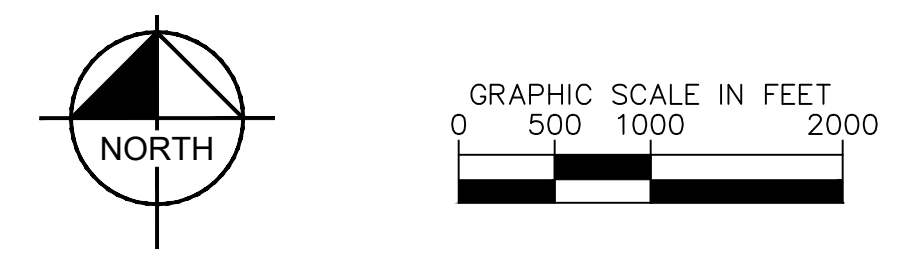
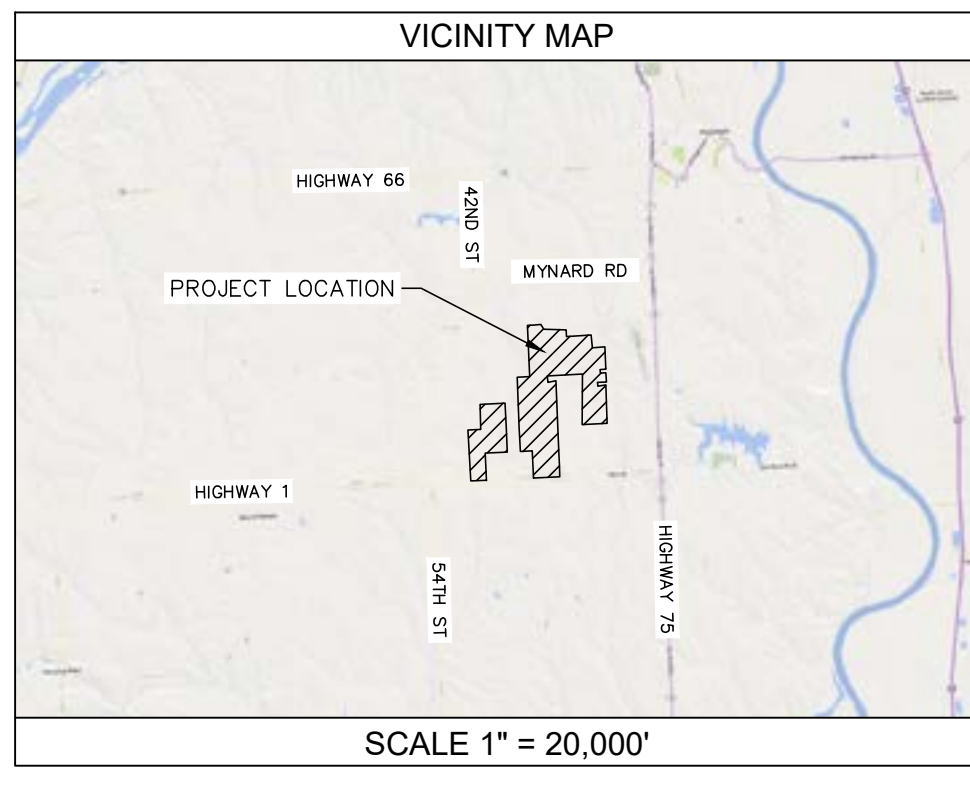


### SITE DATA TABLE

ZONING JURISDICTION	CASS COUNTY/VILLAGE OF MURRAY
CURRENT LAND USE	AGRICULTURE/TRANSITIONAL AGRICULTURE
PROPOSED USE	COMMERCIAL SOLAR CONVERSION SYSTEM
TOTAL PARCEL AREA	2435 ± AC
PRELIMINARY DISTURBED AREA	1419 ± AC (AREA WITHIN FENCE)
PRELIMINARY SOLAR AREA	1209 ± AC
DC/AC RATIO AT POI	1.35
TOTAL POWER OUTPUT (DC)	354.38 MW
TOTAL POWER OUTPUT (AC)	262.50 MW
GROUND COVER RATIO (GCR)	0.38

#### GENERAL NOTES:

- THIS PLAN WAS PRODUCED UTILIZING CASS COUNTY GIS RESOURCES AND INFORMATION FROM MULTIPLE SOURCES, INCLUDING CASS COUNTY, NEXTERA ENERGY, PICTOMETRY IMAGERY, AND USGS TOPOGRAPHIC INFORMATION.
- SETBACKS SHOWN ON PLAN ARE BASED ON THE CASS COUNTY ZONING REQUIREMENTS FOR COMMERCIAL SOLAR CONVERSION SYSTEM (CSCS) AND VILLAGE OF MURRAY ORDINANCE NO. 683.
- WETLAND AND STREAM BUFFER, ORCHID SPECIES HABITAT AND TREELINE PROVIDED BY NEXTERA ENERGY ON 02/06/24.
- A PORTION OF PROJECT AREA LIES WITHIN A SPECIAL FLOOD HAZARD, ZONE A, AS SHOWN ON THE FLOOD INSURANCE RATE MAP (COMMUNITY PANELS, 3102502050, 3102502060, AND 3102502070 EFF. 11/26/2010) PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). NO PROPOSED IMPROVEMENTS IMPACT THE FEMA FLOOD ZONE A.
- THE LOCATIONS OF PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO: FENCING, SOLAR ARRAY RACKING, INVERTER/TRANSFORMER PADS, OVERHEAD POLES AND LINES, ETC., SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MODIFICATION DUE TO SITE CONDITIONS, ADDITIONAL PERMITTING REQUIREMENTS, EQUIPMENT SPECIFICATIONS, AND/OR OTHER CONSTRAINTS.
- PROJECT AREA, INCLUDING CONSTRUCTION STAGING AREAS, WILL BE CLEARED AND GRUBBED AS NECESSARY, RETAINING PRE-DEVELOPMENT DRAINAGE PATTERNS TO THE BEST EXTENT POSSIBLE. CONSTRUCTION STAGING AND AREAS SUBJECT TO RUTTING DURING CONSTRUCTION WILL BE TEMPORARILY STABILIZED WITH GRAVEL. SOIL CONDITIONS AND EQUIPMENT LOADS WILL DETERMINE FINAL DESIGN.
- CONTRACTOR SHALL CALL 811 AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO LOCATE EXISTING UTILITIES. ADDITIONALLY, CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES.
- CONTRACTOR SHALL MAINTAIN ACCESS AND UTILITY SERVICES TO ANY REMAINING BUILDING(S) OR ADJACENT BUILDING(S) THROUGHOUT CONSTRUCTION TO THE SATISFACTION OF THE OWNER BY THE CONTRACTOR RESPONSIBLE FOR THE DAMAGE.
- THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO PROVIDE SIGNS, BARRICADES, WARNING LIGHTS, GUARD RAILS, AND EMPLOY FLAGGERS AS NECESSARY WHEN CONSTRUCTION ENDANGERS EITHER VEHICULAR OR PEDESTRIAN TRAFFIC. THESE DEVICES SHALL REMAIN IN PLACE UNTIL THE TRAFFIC MAY PROCEED NORMALLY AGAIN.
- STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICES TO BE PROVIDED AS REQUIRED BY COUNTY AND/OR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMITTING. REQUIREMENTS TO BE DETERMINED DURING FINAL ENGINEERING.
- THE MAXIMUM HEIGHTS OF ANY SOLAR PANEL SHALL NOT EXCEED 25 FEET PER CASS COUNTY COMMERCIAL SOLAR CONVERSION SYSTEMS ZONING REGULATIONS AND VILLAGE OF MURRAY ORDINANCE NO. 683.
- COLLECTION LINES WITHIN THE SOLAR FARM WILL BE LOCATED AND MAINTAINED UNDERGROUND.
- COUNTY ROAD RIGHT-OF-WAY SETBACKS ARE TAKEN FROM THE CENTER LINE OF THE COUNTY ROAD PER CASS COUNTY ZONING REGULATIONS SECTION 5.06.1 AND VILLAGE OF MURRAY ORDINANCE NO. 683.
- GAS PIPELINE LINEWORK AND OVERHEAD ELECTRIC LINE WAS PULLED FROM THE HOMELAND INFRASTRUCTURE FOUNDATION-LEVEL DATA RESOURCE ON 12/7/23.
- ELECTRICAL AND SOLAR ARRAY LAYOUT, ROAD/FENCE AND SUBSTATION LAYOUT PROVIDED BY REVAMP ENGINEERING ON 6/10/24.
- EXISTING SITE TOPOGRAPHY OBTAINED BY SURVEYING AND MAPPING, LLC. DATED 01/27/23 AND USGS PUBLICLY AVAILABLE TOPOGRAPHY DATA.
- EXISTING BUILDING, STRUCTURES AND ROADS OBTAINED BY SURVEY AND MAPPING, LLC. DATED 01/27/23. ANY ADDITIONAL STRUCTURES EXCLUDED FROM SURVEY TRACED VIA AERIAL.
- EXISTING OVERHEAD ELECTRIC LINE UTILIZED ASSUMED EASEMENT OF 100'.
- OIL/GAS WELL BUFFERS PROVIDED BY NEXTERA ON 12/06/23.
- PIPELINE BUFFER PROVIDED BY NEXTERA ON 01/23/24.
- RESIDENCE SETBACKS ARE TAKEN FROM THE PROPERTY LINE; APPLIED IF RESIDENTIAL STRUCTURES ARE WITHIN 500' OF THE PROPERTY LINE OF THE CSCS PROJECT EVEN IF IT IS SEPERATED BY A PUBLIC RIGHT-OF-WAY OR EASEMENT PER THE VILLAGE OF MURRAY ORDINANCE NO. 683.
- VILLAGE OF MURRAY CITY LIMITS LINEWORK PULLED FROM CASS COUNTY GIS RESOURCES.
- LANDSCAPE INSTALLATION SHOWN FOR REFERENCE ONLY. REFER TO CASS COUNTY SOLAR ZONING MANAGEMENT AND LANDSCAPE SCREENING PLAN FOR MORE INFORMATION. FINAL ENGINEERING TO MEET THE DESIGN AND INSTALLATION REQUIREMENTS OF CASS COUNTY ZONING REGULATIONS SECTION 8.21.05 (B)(6) AND VILLAGE OF MURRAY ORDINANCE NO. 683.



#### LEGEND

- US HIGHWAY 27 PROJECT BOUNDARY
- ROAD NAME
- EX. PROPERTY LINE
- RIGHT-OF-WAY SETBACK
- RESIDENCE SETBACK
- PROPERTY SETBACK
- PIPELINE BUFFER
- ASSUMED EASEMENT
- EX. RIGHT-OF-WAY
- EX. ROAD
- EX. GAS PIPELINE
- EX. OVERHEAD ELECTRIC LINE
- EX. TREELINE
- EX. DELINEATED WETLAND BUFFER
- EX. NW/NHD WETLAND BUFFER
- EX. ORCHID SPECIES HABITAT
- EX. STRUCTURE
- EX. OIL/GAS WELL BUFFER
- EX. FEMA FLOOD ZONE
- EX. VILLAGE OF MURRAY LIMITS EXTRA TERRITORIAL JURISDICTION LIMITS
- EX. VILLAGE OF MURRAY CITY LIMITS - 0.5 MI BUFFER
- EX. VILLAGE OF MURRAY CITY LIMITS
- PARCELS UNDER CASS COUNTY JURISDICTION ZONING: AGRICULTURAL
- PARCELS UNDER CASS COUNTY JURISDICTION ZONING: TRANSITIONAL AGRICULTURAL
- PARCELS UNDER VILLAGE OF MURRAY JURISDICTION
- PR. ACCESS ROAD
- PR. SOLAR ARRAY
- PR. INVERTER PAD
- PR. MV ROUTING
- PR. ACCESS GATE
- PR. FENCE
- PR. OVERHEAD ELECTRIC LINE
- PR. SUBSTATION
- PR. LANDSCAPE INSTALLATION

CASS COUNTY CONSTRAINT DESCRIPTION	SETBACK/BUFFER VALUE
County Road Right-of-Way Setback (From centerline of road)	70'
State Highway Right-of-Way Setback (From Right-of-Way Line)	75'
Side/Rear Property Line Setback	50'
Side/Rear Property Line Setback (Abutting Non-Participating Residence)	70'
Residential Setback (from center of non-participating residential structure)	500'
County Road Intersection Setback	250'
State Highway Intersection Setback (From Right-of-Way Line)	250'
Overhead Electric Line Assumed Easement	100'
VILLAGE OF MURRAY CONSTRAINT DESCRIPTION	SETBACK/BUFFER VALUE
Abutting Residence Property Line Setback (see General Note 22)	100'
Side/Rear Property Line Setback	50'
County Road Right-of-Way Setback (From centerline of road)	70'
State Highway Right-of-Way Setback (from centerline of state highway)	75'

CLIENT COMMENTS 07/08/2024

ELECTRICAL WIRING UPDATES 07/05/2024

CLIENT COMMENTS 06/27/2024

ELECTRICAL LAYOUT UPDATE 06/16/2024

ETJ LIMITS COMMENTS 05/30/2024

UPDATED ETJ LIMITS 05/24/2024

REVISIONS

DATE

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.  
805 PENNSYLVANIA AVE., SUITE 150  
KANSAS CITY, MO 64105 (816)-652-0350  
WWW.KIMLEY-HORN.COM

PRELIMINARY - NOT FOR CONSTRUCTION

KHA PROJECT 168528028

DATE 04/15/2024

SCALE AS SHOWN

DESIGNED BY SLW

DRAWN BY SLW

CHECKED BY TAM

OVERALL SITE PLAN

CASS COUNTY SOLAR NEBRASKA, LLC

PREPARED FOR NEXTERA ENERGY

CASS COUNTY, NE

SHEET NUMBER EX-1





# CONDITIONAL USE PERMIT PLANS

## FOR

# CASS COUNTY SOLAR NEBRASKA, LLC

### LOCATED AT MILL ROAD & 24TH ST CASS COUNTY, NEBRASKA

#### APPLICANT/PROJECT OWNER

NEXTERA ENERGY  
700 UNIVERSE BOULEVARD  
JUNO BEACH, FL 33408  
CONTACT: JOE TALAVERA  
PHONE: (386) 401-0770

#### CIVIL ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.  
805 PENNSYLVANIA AVE., SUITE 150  
KANSAS CITY, MO 64105  
CONTACT: DAN MARSHALL  
PHONE: (312) 445-8636

#### APPLICABLE CODES

- CASS COUNTY ZONING REGULATIONS SECTION 8.21.05
- CASS COUNTY ZONING REGULATIONS SECTION 5.06.1

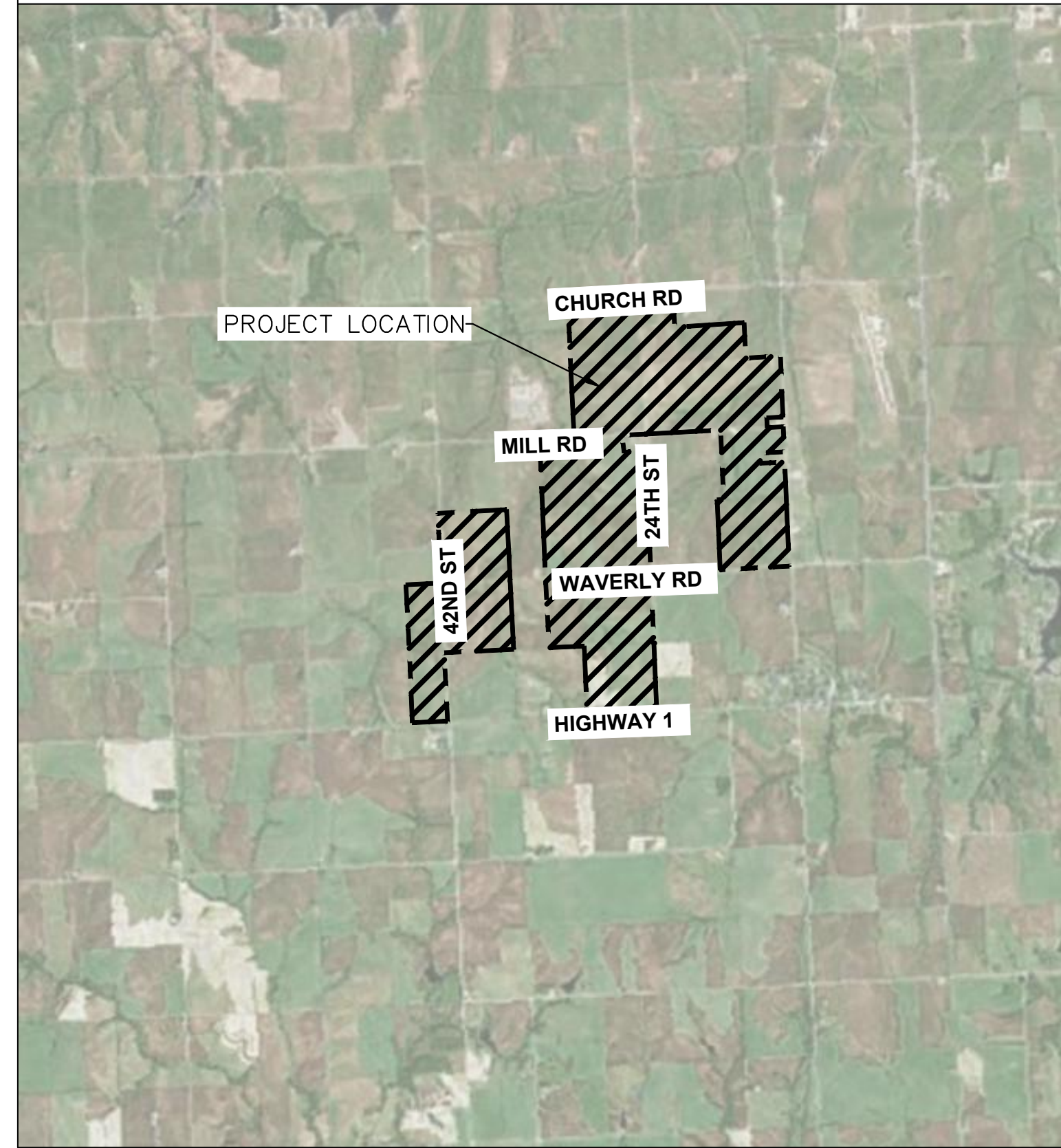
#### SITE INFORMATION

**PARCEL ZONING**  
AG: AGRICULTURAL  
TA: TRANSITIONAL AGRICULTURE

**PROJECT DESCRIPTION**  
205.62 MW-AC SINGLE AXIS TRACKER SOLAR ARRAY PROJECT

#### LOCATION MAP

SCALE: 1" = 5000'



#### STATE COUNTY MAP

(NOT TO SCALE)



Sheet List Table	
Sheet Number	Sheet Title
C-100	COVER SHEET
C-200	OVERALL CONDITIONAL USE PERMIT SITE PLAN
C-201	CONDITIONAL USE PERMIT SITE PLAN
C-202	CONDITIONAL USE PERMIT SITE PLAN
C-203	CONDITIONAL USE PERMIT SITE PLAN
C-204	CONDITIONAL USE PERMIT SITE PLAN
C-205	CONDITIONAL USE PERMIT SITE PLAN
C-300	SITE DETAILS
C-301	SITE DETAILS
E-100	BESS SITE PLAN



PRELIMINARY - NOT FOR CONSTRUCTION

KHA PROJECT	166528028
DATE	04/15/2024
SCALE	AS SHOWN
DESIGNED BY	SLW
DRAWN BY	SLW
CHECKED BY	TAM

COVER SHEET

CASS COUNTY SOLAR  
NEBRASKA, LLC  
PREPARED FOR  
NEXTERA ENERGY  
CASS COUNTY, NE

SHEET NUMBER  
C-100

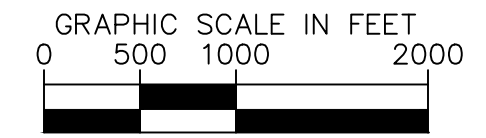
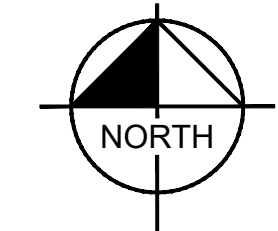
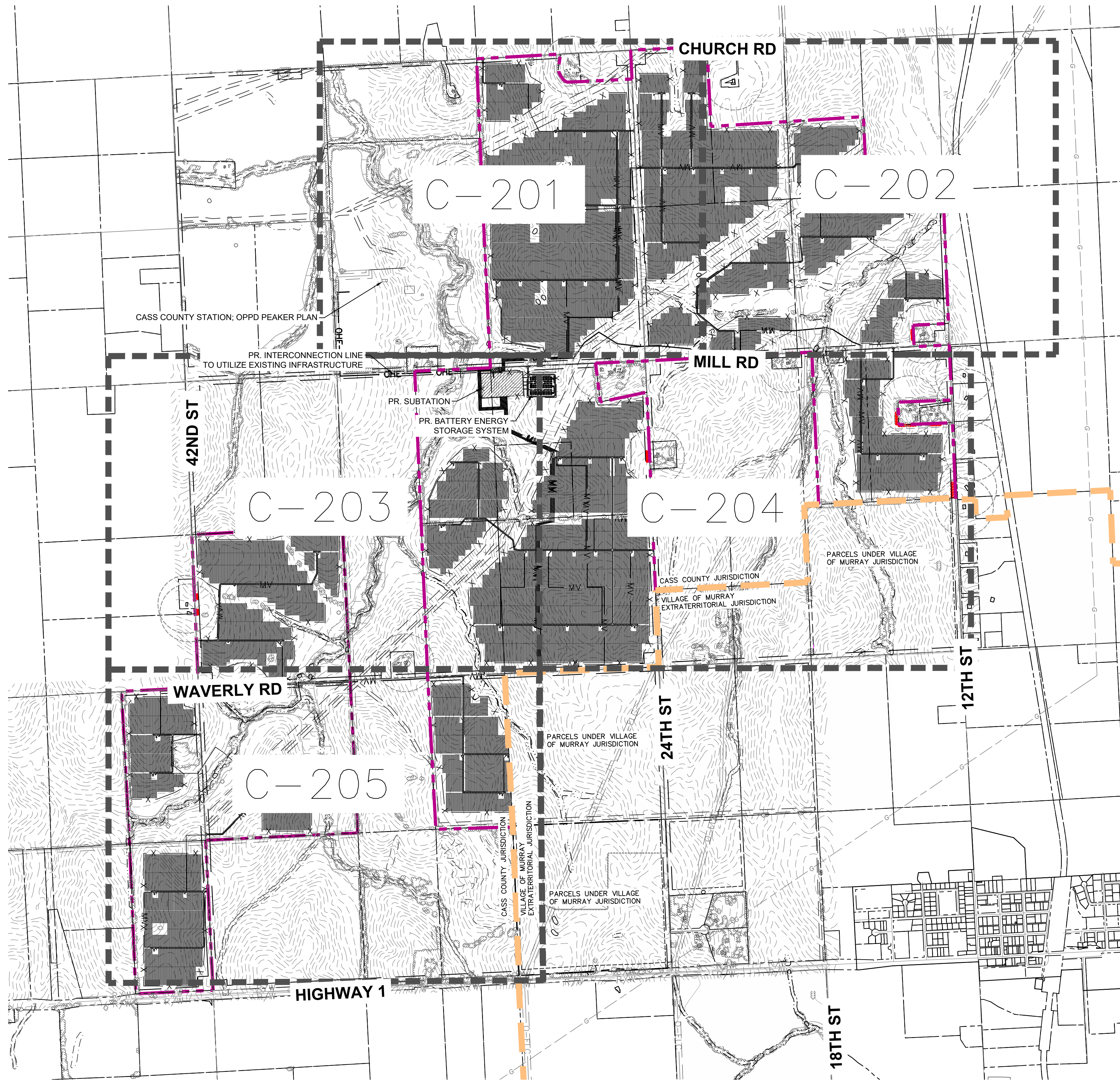
No.	REVISIONS	DATE
1	CLIENT COMMENTS	07/08/2024
2	ELECTRICAL WIRING UPDATES	07/05/2024
3	CLIENT COMMENTS	06/27/2024
4	ELECTRICAL LAYOUT UPDATE	06/18/2024
5	ETJ LIMITS COMMENTS	05/30/2024
6	UPDATED ETJ LIMITS	05/24/2024



PRELIMINARY - NOT FOR CONSTRUCTION



PRELIMINARY - NOT FOR CONSTRUCTION



**LEGEND**

- US HIGHWAY 27
- PROJECT BOUNDARY
- ROAD NAME
- EX. PROPERTY LINE
- RIGHT-OF-WAY SETBACK
- RESIDENCE SETBACK
- PROPERTY SETBACK
- PIPELINE BUFFER
- ASSUMED EASEMENT
- EX. RIGHT-OF-WAY
- EX. ROAD
- EX. GAS PIPELINE
- EX. OVERHEAD ELECTRIC LINE
- EX. TREETLINE
- EX. DELINEATED WETLAND BUFFER
- EX. NW/NHD WETLAND BUFFER
- EX. ORCHID SPECIES HABITAT
- EX. STRUCTURE
- EX. OIL/GAS WELL BUFFER
- EX. CONTOURS
- EX. FLOW (DIRECTION AND SLOPE)
- EX. FEMA FLOOD ZONE
- EX. VILLAGE OF MURRAY EXTRA TERRITORIAL JURISDICTION LIMITS
- PR. ACCESS ROAD
- PR. SOLAR ARRAY
- PR. INVERTER PAD
- PR. MV ROUTING
- PR. ACCESS GATE
- PR. FENCE
- PR. OVERHEAD ELECTRIC LINE
- PR. SUBSTATION
- PR. LANDSCAPE INSTALLATION

**GENERAL NOTES:**

1. THE PURPOSE OF THIS PLAN IS FOR CONDITIONAL USE PERMIT FOR REVIEW AND APPROVAL BY CASS COUNTY TO CONSTRUCT A COMMERCIAL SOLAR CONVERSION SYSTEM (CSCS).
2. THIS PLAN WAS PRODUCED UTILIZING CASS COUNTY GIS RESOURCES AND INFORMATION FROM MULTIPLE SOURCES, INCLUDING CASS COUNTY, NEXTERA ENERGY, PICTOMETRY IMAGERY, AND USGS TOPOGRAPHIC INFORMATION.
3. SETBACKS SHOWN ON PLAN ARE BASED ON THE CASS COUNTY ZONING REQUIREMENTS FOR CSCS.
4. WETLAND AND STREAM BUFFER, ORCHID SPECIES HABITAT AND TREETLINE PROVIDED BY NEXTERA ENERGY ON 02/06/24.
5. A PORTION OF PROJECT AREA LIES WITHIN A SPECIAL FLOOD HAZARD, ZONE A, AS SHOWN ON THE FLOOD INSURANCE RATE MAP (COMMUNITY PANELS 31025C0255D, 31025C0260D, AND 31025C0275D EFF. 11/26/2010) PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). NO PROPOSED IMPROVEMENTS IMPACT THE FEMA FLOOD ZONE A.
6. THE LOCATIONS OF PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO: FENCING, SOLAR ARRAY RACKING, INVERTER/TRANSFORMER PADS, OVERHEAD POLES AND LINES, ETC. SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MODIFICATION DUE TO SITE CONDITIONS, ADDITIONAL PERMITTING REQUIREMENTS, EQUIPMENT SPECIFICATIONS, AND/OR OTHER CONSTRAINTS.
7. PROJECT AREA, INCLUDING CONSTRUCTION STAGING AREAS, WILL BE CLEARED AND GRUBBED AS NECESSARY, RETAINING PRE-DEVELOPMENT DRAINAGE PATTERNS TO THE BEST EXTENT POSSIBLE. CONSTRUCTION STAGING AND AREAS SUBJECT TO RUTTING DURING CONSTRUCTION WILL BE TEMPORARILY STABILIZED WITH GRAVEL. SOIL CONDITIONS AND EQUIPMENT LOADS WILL DETERMINE FINAL DESIGN.
8. CONTRACTOR SHALL CALL 811 AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. ADDITIONALLY, CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES.
9. CONTRACTOR SHALL MAINTAIN ACCESS AND UTILITY SERVICES TO ANY REMAINING BUILDING(S) OR ADJACENT BUILDING(S) THROUGHOUT CONSTRUCTION TO THE SATISFACTION OF THE OWNER BY THE CONTRACTOR RESPONSIBLE FOR THE DAMAGE.
10. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO PROVIDE SIGNS, BARRICADES, WARNING LIGHTS, GUARD RAILS, AND EMPLOY FLAGGERS AS NECESSARY WHEN CONSTRUCTION ENDANGERS EITHER VEHICULAR OR PEDESTRIAN TRAFFIC. THESE DEVICES SHALL REMAIN IN PLACE UNTIL THE TRAFFIC MAY PROCEED NORMALLY AGAIN.
11. STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICES TO BE PROVIDED AS REQUIRED BY COUNTY AND/OR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMITTING. DESIGN TO BE COMPLETED DURING FINAL ENGINEERING.
12. THE MAXIMUM HEIGHTS OF ANY SOLAR PANEL SHALL NOT EXCEED 25 FEET PER CASS COUNTY COMMERCIAL SOLAR CONVERSION SYSTEMS (CSCS) ZONING REGULATIONS.
13. COLLECTION LINES WITHIN THE SOLAR FARM WILL BE LOCATED AND MAINTAINED UNDERGROUND.
14. LANDSCAPE INSTALLATION SHOWN FOR REFERENCE ONLY. REFER TO CASS COUNTY SOLAR VEGETATION MANAGEMENT AND LANDSCAPE SCREENING PLAN FOR MORE INFORMATION. FINAL ENGINEERING TO MEET THE DESIGN AND INSTALLATION REQUIREMENTS OF CASS COUNTY ZONING REGULATIONS SECTION 8.21.05 (B)(6).
15. PARCEL LINES AND PARCEL INFORMATION WERE PULLED FROM CASS COUNTY GIS RESOURCES ON 12/12/23.
16. COUNTY ROAD RIGHT-OF-WAY SETBACKS ARE TAKEN FROM THE CENTER LINE OF THE COUNTY ROAD PER CASS COUNTY ZONING REGULATIONS SECTION 5.06.1
17. GAS PIPELINE LINEWORK AND OVERHEAD ELECTRIC LINE WAS PULLED FROM THE HOMELAND INFRASTRUCTURE FOUNDATION-LEVEL DATA RESOURCE ON 12/7/23.
18. ELECTRICAL AND SOLAR ARRAY LAYOUT, ROAD/FENCE AND SUBSTATION LAYOUT PROVIDED BY REVAMP ENGINEERING ON 6/10/24.
19. DIMENSIONS TO RESIDENTIAL STRUCTURES ARE TO THE APPROXIMATE CENTER OF A RESIDENCE.
20. EXISTING SITE TOPOGRAPHY OBTAINED BY SURVEYING AND MAPPING, LLC. DATED 01/27/23 AND USGS PUBLICLY AVAILABLE TOPOGRAPHY DATA.
21. EXISTING BUILDINGS, STRUCTURES AND ROADS OBTAINED BY SURVEY AND MAPPING, LLC. DATED 01/27/23. ANY ADDITIONAL STRUCTURES EXCLUDED FROM SURVEY TRACED VIA AERIAL.
22. EXISTING OVERHEAD ELECTRIC LINE UTILIZED ASSUMED EASEMENT OF 100'.
23. OIL/GAS WELL BUFFERS PROVIDED BY NEXTERA ON 12/06/23.
24. PIPELINE BUFFER PROVIDED BY NEXTERA ON 01/23/24.
25. RIGHT-OF-WAY LINEWORK WERE PULLED FROM NEBRASKA DEPARTMENT OF TRANSPORTATION GIS RESOURCES ON 12/12/23.

SITE DATA TABLE	
ZONING JURISDICTION	CASS COUNTY
CURRENT LAND USE	AGRICULTURE/TRANSITIONAL AGRICULTURE
PROPOSED USE	COMMERCIAL SOLAR CONVERSION SYSTEM
TOTAL PARCEL AREA	1961 ± AC
PRELIMINARY DISTURBED AREA	1114 ± AC (AREA WITHIN FENCE)
PRELIMINARY SOLAR AREA	953 ± AC
COUNTY ROAD RIGHT-OF-WAY SETBACK	70'
STATE HIGHWAY RIGHT-OF-WAY SETBACK	75'
SIDE/REAR PROPERTY LINE SETBACK	50'
SIDE/REAR PROPERTY LINE SETBACK (ABUTTING NON-PARTICIPATING RESIDENCE)	70'
RESIDENTIAL SETBACK (NON-PARTICIPATING RESIDENCE)	500'
INTERSECTION SETBACK	250'
DC/AC RATIO AT POI	1.35
TOTAL POWER OUTPUT (DC)	277.59 MW
TOTAL POWER OUTPUT (AC)	205.62 MW
GROUND COVER RATIO (GCR)	0.38

\*ZONING SITE PLAN IS BEING SUBMITTED FOR CONDITIONAL USE PERMIT TO CONSTRUCT/OPERATE A COMMERCIAL SOLAR CONVERSION SYSTEM (CSCS)

CLIENT COMMENTS	DATE
▲ ELECTRICAL WIRING UPDATES	07/08/2024
▲ CLIENT COMMENTS	07/05/2024
▲ ELECTRICAL LAYOUT UPDATE	06/27/2024
▲ ETJ LIMITS COMMENTS	06/18/2024
▲ UPDATED ETJ LIMITS	05/30/2024
▲	05/24/2024



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 KANSAS CITY, MO 64105 (816)-652-0350  
 WWW.KIMLEY-HORN.COM

PRELIMINARY - NOT FOR CONSTRUCTION

KHA PROJECT	DATE
168528028	04/15/2024

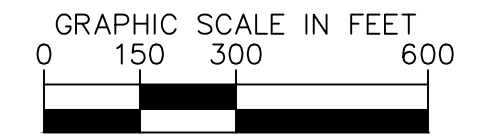
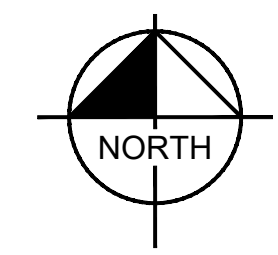
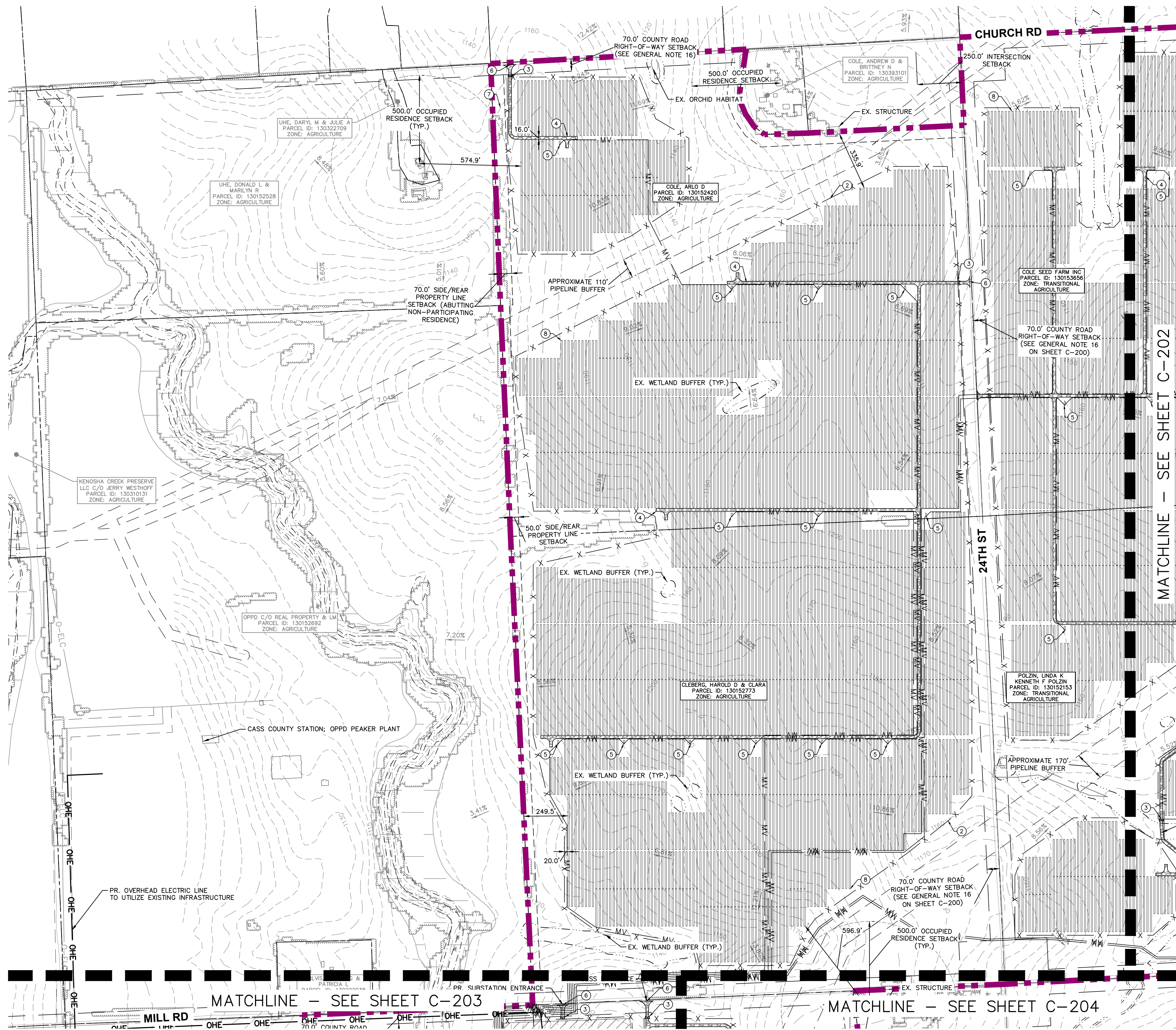
OVERALL CONDITIONAL USE PERMIT SITE PLAN

CASS COUNTY SOLAR NEBRASKA, LLC  
 PREPARED FOR NEXTERA ENERGY  
 CASS COUNTY, NE





PRELIMINARY - NOT FOR CONSTRUCTION



**LEGEND**

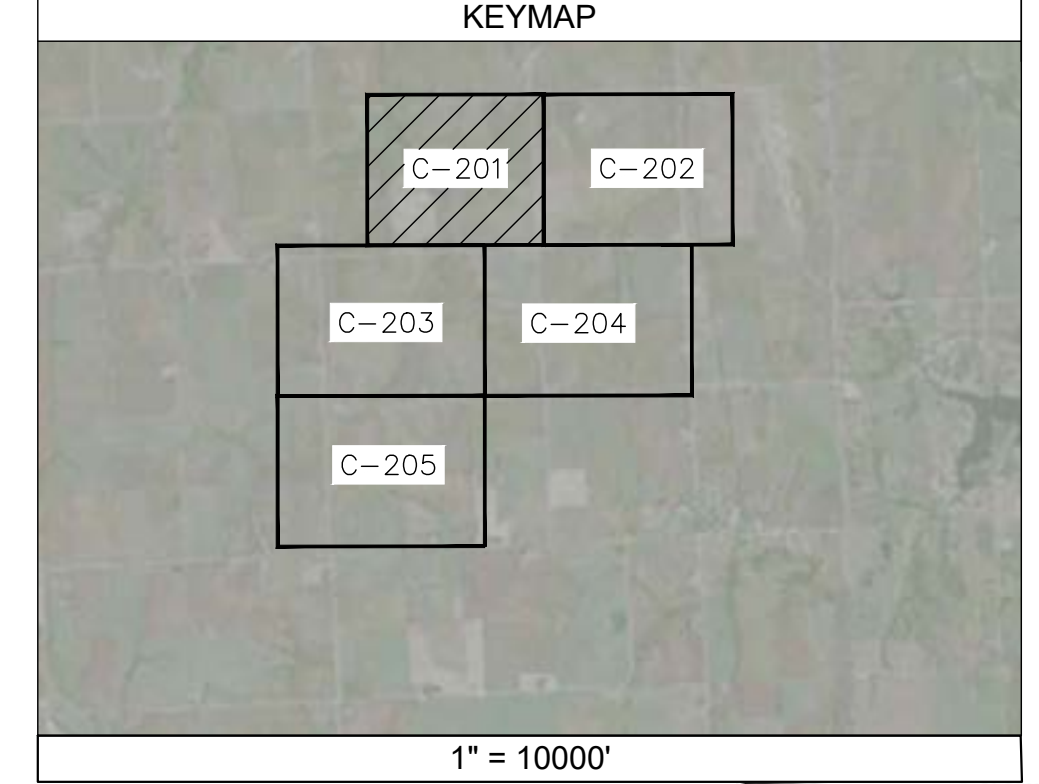
	PROJECT BOUNDARY
	ROAD NAME
	EX. PROPERTY LINE
	RIGHT-OF-WAY SETBACK
	RESIDENCE SETBACK
	PROPERTY SETBACK
	PIPELINE BUFFER
	ASSUMED EASEMENT
	EX. RIGHT-OF-WAY
	EX. ROAD
	EX. GAS PIPELINE
	EX. OVERHEAD ELECTRIC LINE
	EX. TREELINE
	EX. DELINEATED WETLAND BUFFER
	EX. NW/NHD WETLAND BUFFER
	EX. ORCHID SPECIES HABITAT
	EX. STRUCTURE
	EX. OIL/GAS WELL BUFFER
	EX. CONTOURS
	EX. FLOW (DIRECTION AND SLOPE)
	EX. FEMA FLOOD ZONE
	EX. VILLAGE OF MURRAY EXTRA TERRITORIAL JURISDICTION LIMITS
	PR. ACCESS ROAD
	PR. SOLAR ARRAY
	PR. INVERTER PAD
	PR. MV ROUTING
	PR. ACCESS GATE
	PR. FENCE
	PR. OVERHEAD ELECTRIC LINE
	PR. SUBSTATION
	PR. LANDSCAPE INSTALLATION

**CONSTRUCTION NOTES**

- 1 SUBSTATION AND BESS CHAIN LINK FENCE; REFER TO DETAIL 5A, SHEET C-301.
- 2 GAME FENCE DETAIL; REFER TO DETAIL 5B, SHEET C-301.
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CONSTRAINT DESCRIPTION	SETBACK/BUFFER VALUE
County Road Right-of-Way Setback (From centerline of road)	70'
State Highway Right-of-Way Setback (From Right-of-Way Line)	75'
Side/Rear Property Line Setback	50'
Side/Rear Property Line Setback (Abutting Non-Participating Residence)	70'
Residential Setback (from center of non-participating residential structure)	500'
County Road Intersection Setback (From centerline of road)	250'
State Highway Intersection Setback (From Right-of-Way line)	250'

\*ALL PROPERTY, ROW AND RESIDENTIAL SETBACKS REFER TO THE SOLAR ARRAYS. FENCE AND LANDSCAPE ARE ALLOWED PER SECTION 8.21.05 OF THE CASS COUNTY ORDINANCE.



1" = 10000'

CLIENT COMMENTS	CLIENT WIRING UPDATES	ELECTRICAL LAYOUT UPDATE	ETJ LIMITS COMMENTS	UPDATED ETJ LIMITS	REVISIONS	DATE
					No.	



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 KANSAS CITY, MO 64105 (816)-652-0350  
 WWW.KIMLEY-HORN.COM

PRELIMINARY - NOT FOR CONSTRUCTION

KHA PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
168528028	04/15/2024	AS SHOWN	SLW	SLW	TAM

**CONDITIONAL USE PERMIT SITE PLAN**

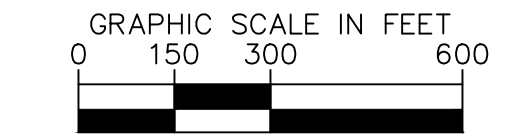
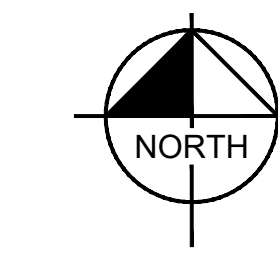
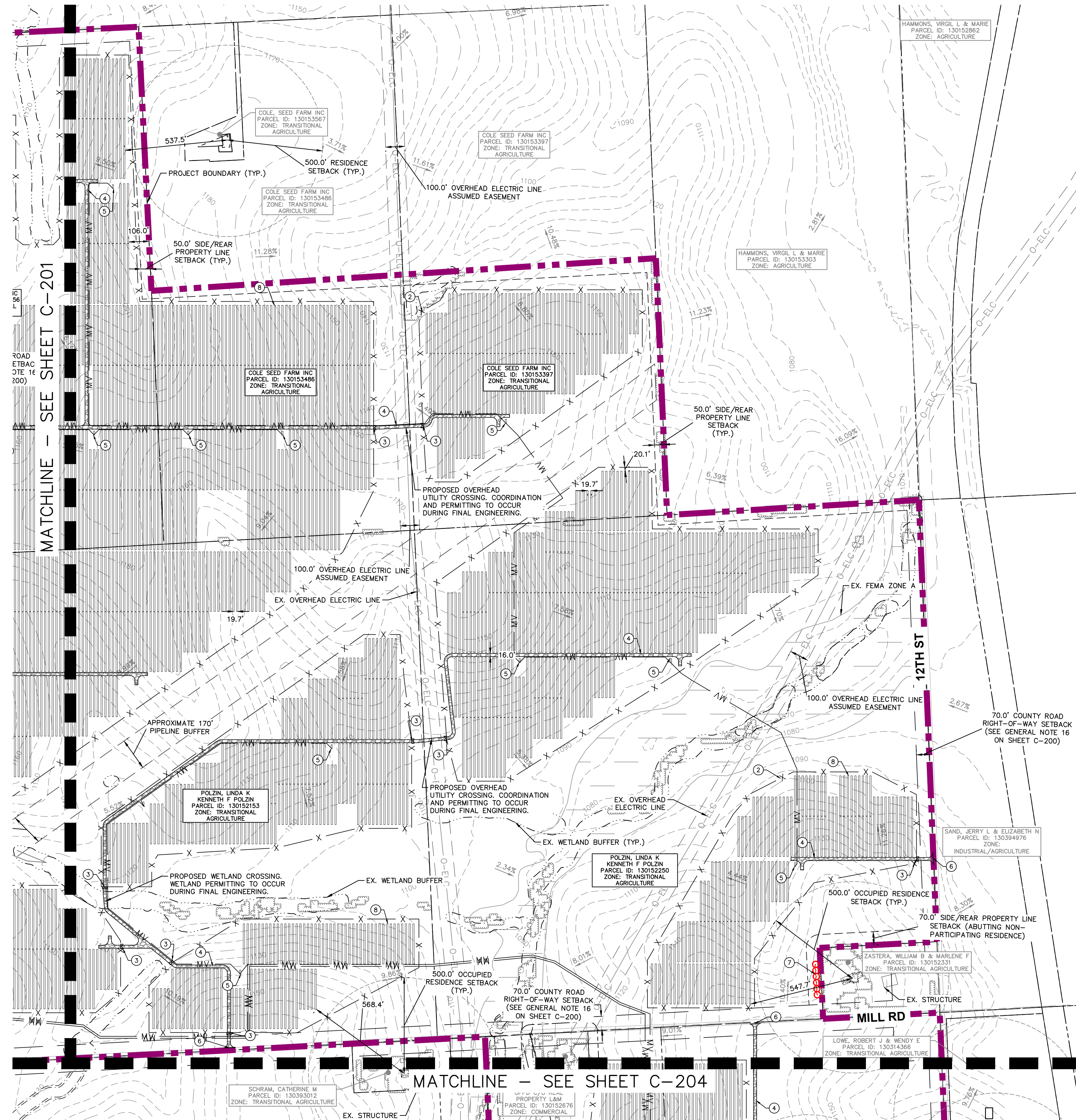
**CASS COUNTY SOLAR**  
**NEBRASKA, LLC**  
 PREPARED FOR  
**NEXTERA ENERGY**  
 CASS COUNTY, NE

SHEET NUMBER  
**C-201**





PRELIMINARY - NOT FOR CONSTRUCTION



**LEGEND**

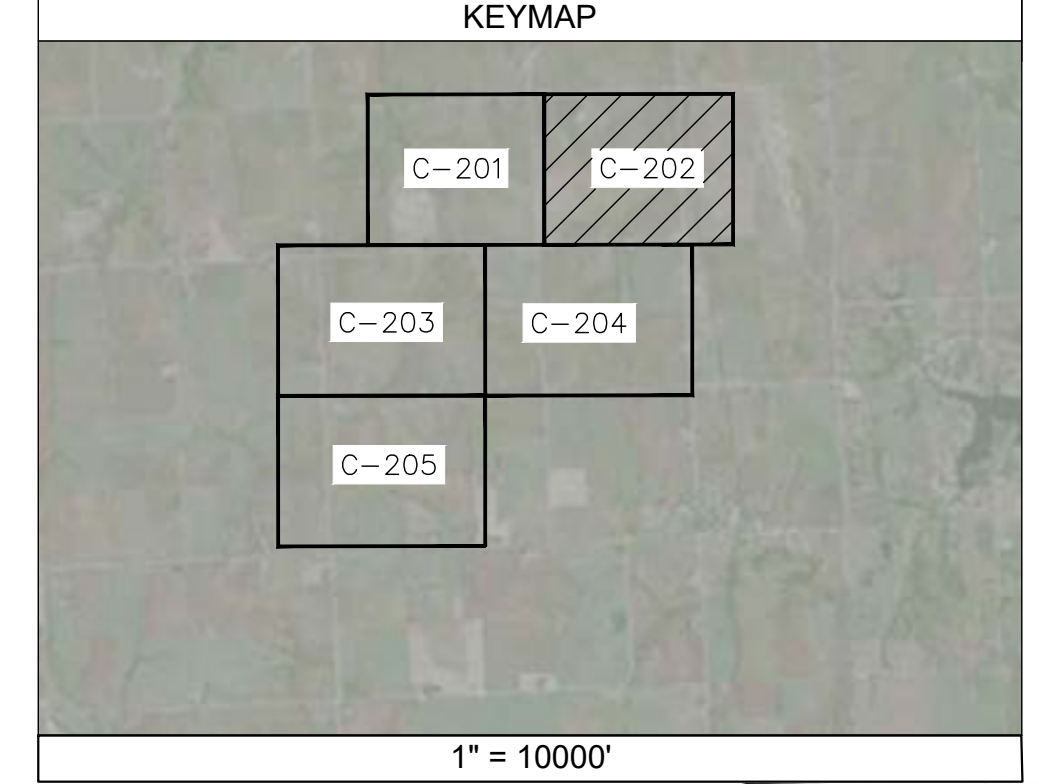
	PROJECT BOUNDARY
	ROAD NAME
	EX. PROPERTY LINE
	RIGHT-OF-WAY SETBACK
	RESIDENCE SETBACK
	PROPERTY SETBACK
	PIPELINE BUFFER
	ASSUMED EASEMENT
	EX. RIGHT-OF-WAY
	EX. ROAD
	EX. GAS PIPELINE
	EX. OVERHEAD ELECTRIC LINE
	EX. TREE LINE
	EX. DELINEATED WETLAND BUFFER
	EX. NW/NHD WETLAND BUFFER
	EX. ORCHID SPECIES HABITAT
	EX. STRUCTURE
	EX. OIL/GAS WELL BUFFER
	EX. CONTOURS
	EX. FLOW (DIRECTION AND SLOPE)
	EX. FEMA FLOOD ZONE
	EX. VILLAGE OF MURRAY EXTRA TERRITORIAL JURISDICTION LIMITS
	PR. ACCESS ROAD
	PR. SOLAR ARRAY
	PR. INVERTER PAD
	PR. MV ROUTING
	PR. ACCESS GATE
	PR. FENCE
	PR. OVERHEAD ELECTRIC LINE
	PR. SUBSTATION
	PR. LANDSCAPE INSTALLATION

**CONSTRUCTION NOTES**

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CONSTRAINT DESCRIPTION	SETBACK/BUFFER VALUE
County Road Right-of-Way Setback (From centerline of road)	70'
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1" = 10000'

CLIENT COMMENTS	DATE	REVISIONS
CLIENT WIRING UPDATES	07/08/2024	No.
CLIENT COMMENTS	07/05/2024	No.
ELECTRICAL LAYOUT UPDATE	06/27/2024	No.
ETJ LIMITS COMMENTS	06/18/2024	No.
UPDATED ETJ LIMITS	05/30/2024	No.
	05/24/2024	No.



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PRELIMINARY - NOT FOR CONSTRUCTION

KHA PROJECT	166528028
DATE	04/15/2024
SCALE	AS SHOWN
DESIGNED BY	SLW
DRAWN BY	SLW
CHECKED BY	TAM

**CONDITIONAL USE PERMIT SITE PLAN**

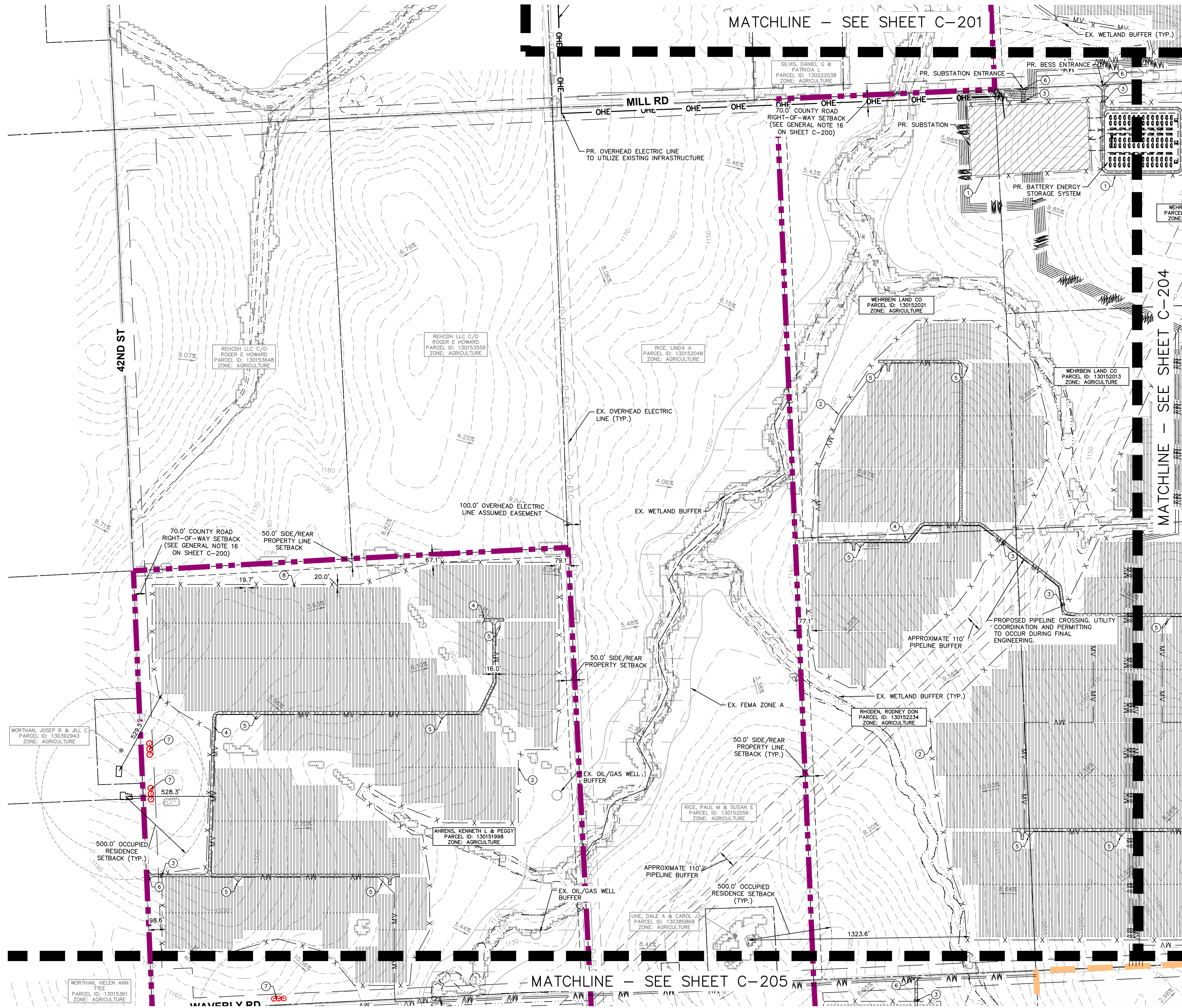
**CASS COUNTY SOLAR NEBRASKA, LLC**  
 PREPARED FOR  
**NEXTERA ENERGY**  
 CASS COUNTY, NE

SHEET NUMBER  
**C-202**





PRELIMINARY - NOT FOR CONSTRUCTION



NORTH

GRAPHIC SCALE IN FEET

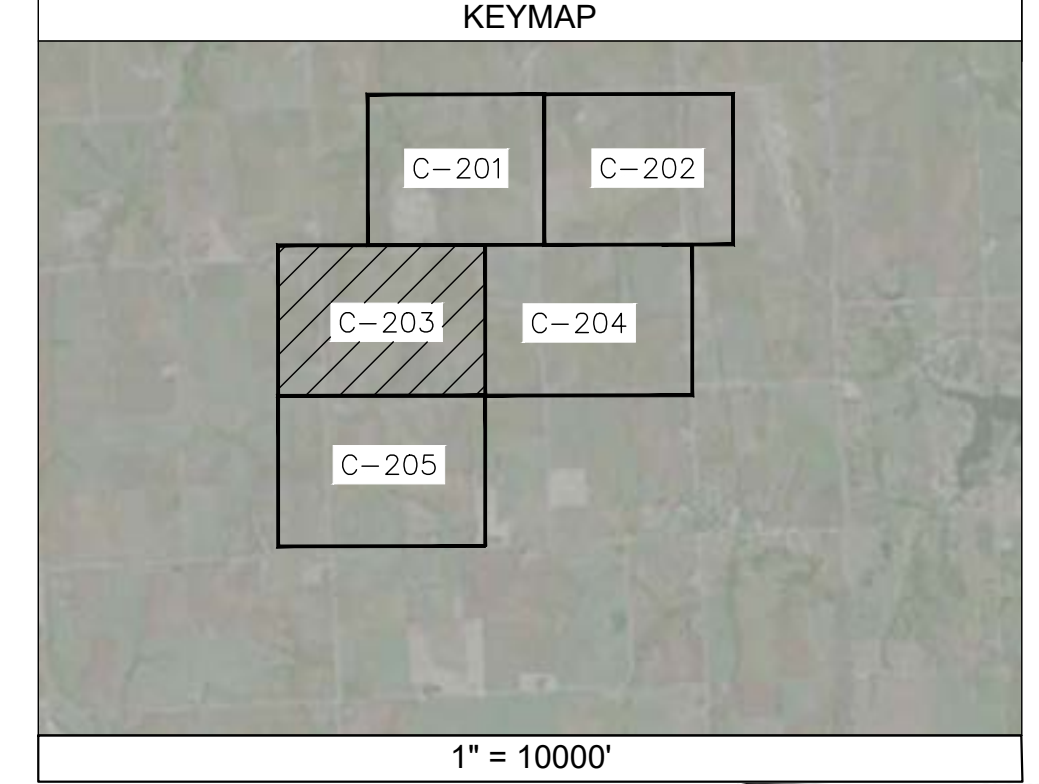
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	US HIGHWAY 27		PROJECT BOUNDARY
	ROAD NAME		EX. PROPERTY LINE
	RIGHT-OF-WAY SETBACK		RESIDENCE SETBACK
	PROPERTY SETBACK		PIPELINE BUFFER
	ASSUMED EASEMENT		EX. RIGHT-OF-WAY
	EX. ROAD		EX. GAS PIPELINE
	EX. OVERHEAD ELECTRIC LINE		EX. TREETLINE
	EX. DELINEATED WETLAND BUFFER		EX. NW/NHD WETLAND BUFFER
	EX. ORCHID SPECIES HABITAT		EX. STRUCTURE
	EX. OIL/GAS WELL BUFFER		EX. CONTOURS
	EX. FLOW (DIRECTION AND SLOPE)		EX. FEMA FLOOD ZONE
	EX. VILLAGE OF MURRAY EXTRA TERRITORIAL JURISDICTION LIMITS		PR. ACCESS ROAD
	PR. SOLAR ARRAY		PR. INVERTER PAD
	PR. MV ROUTING		PR. MV GATE
	PR. ACCESS GATE		PR. FENCE
	PR. OVERHEAD ELECTRIC LINE		PR. SUBSTATION
	PR. LANDSCAPE INSTALLATION		

- CONSTRUCTION NOTES**
- SUBSTATION AND BESS CHAIN LINK FENCE; REFER TO DETAIL 5A, SHEET C-301.
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CLIENT COMMENTS 07/08/2024

ELECTRICAL WIRING UPDATES 07/05/2024

CLIENT COMMENTS 06/27/2024

ELECTRICAL LAYOUT UPDATE 06/16/2024

ETJ LIMITS COMMENTS 05/30/2024

UPDATED ETJ LIMITS 05/24/2024

REVISIONS

No.

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KANSAS CITY, MO 64105 (816)-652-0350  
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**PRELIMINARY - NOT FOR CONSTRUCTION**

KHA PROJECT 166528028

DATE 04/15/2024

SCALE AS SHOWN

DESIGNED BY SLW

DRAWN BY SLW

CHECKED BY TAM

**CONDITIONAL USE PERMIT SITE PLAN**

CASS COUNTY SOLAR NEBRASKA, LLC

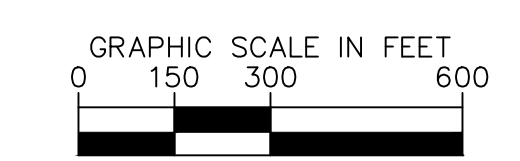
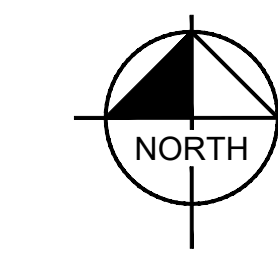
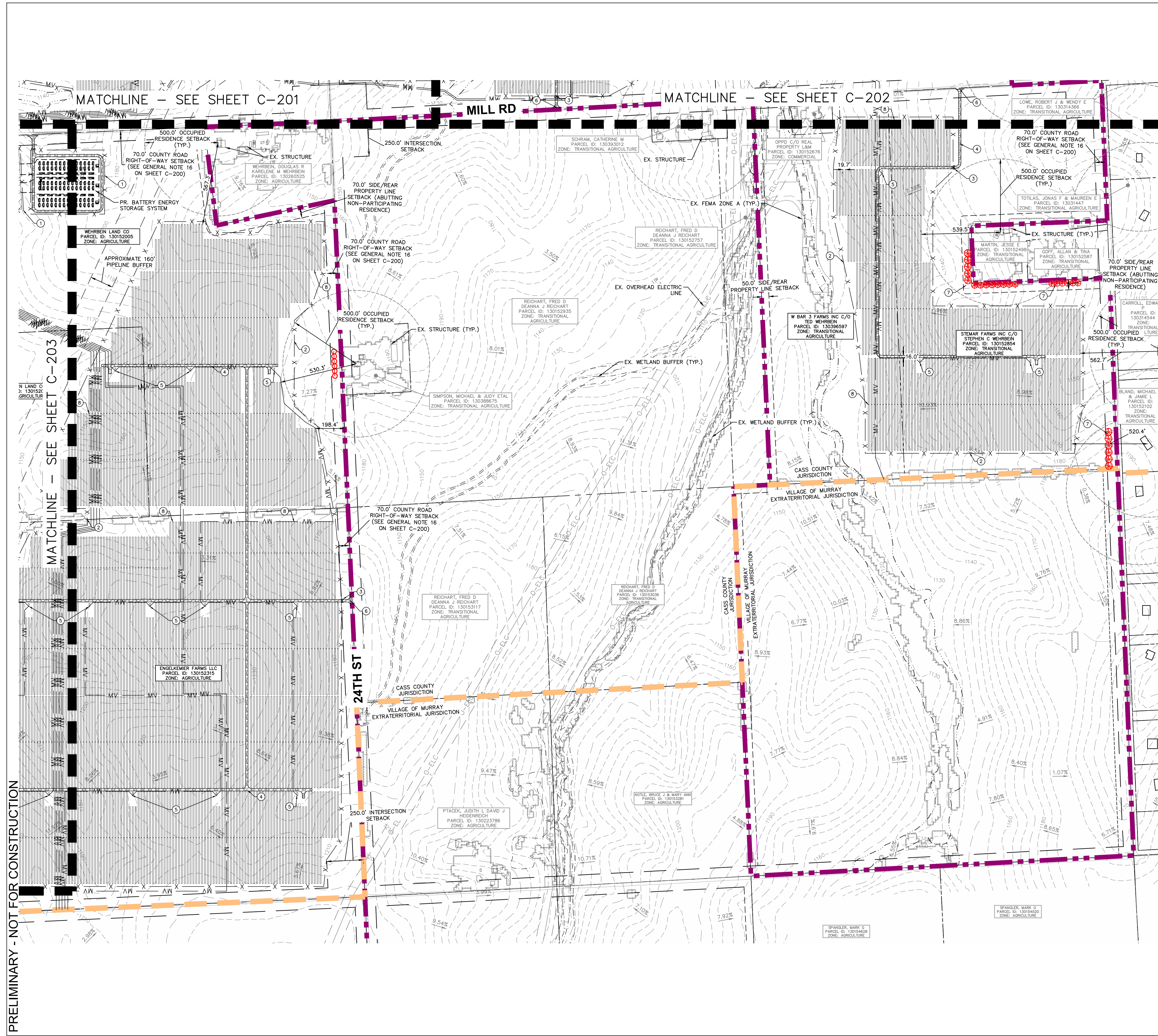
PREPARED FOR NEXTERA ENERGY

CASS COUNTY, NE

SHEET NUMBER

**C-203**





**LEGEND**

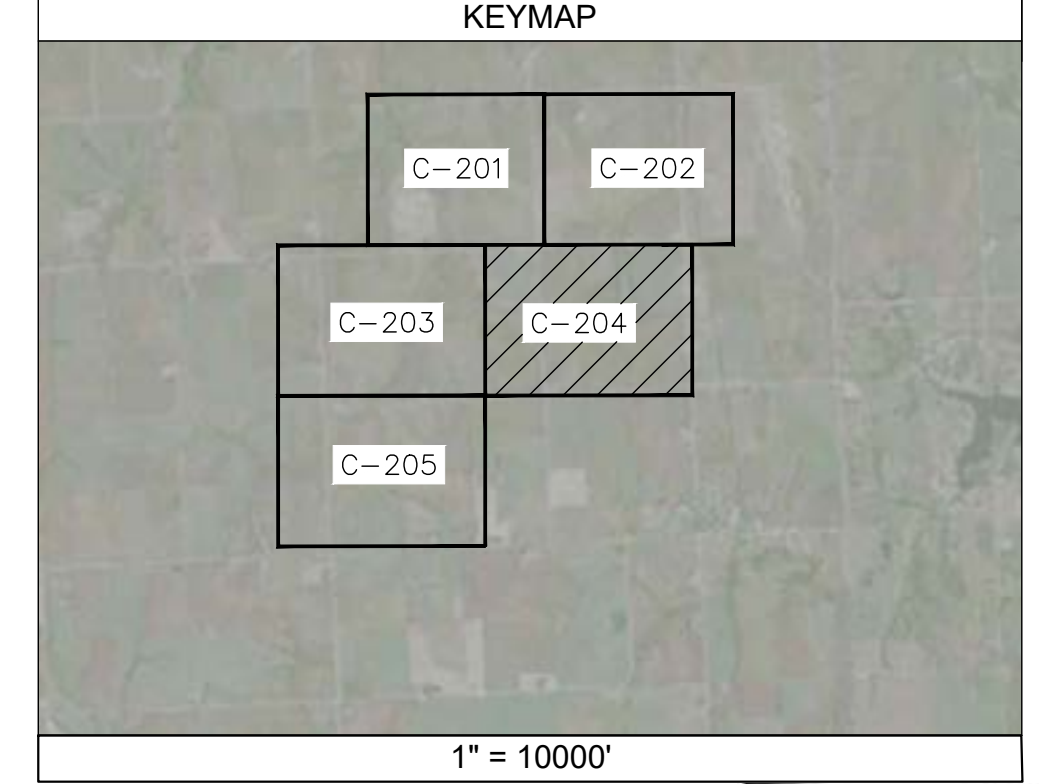
- US HIGHWAY 27
- PROJECT BOUNDARY
- ROAD NAME
- EX. PROPERTY LINE
- RIGHT-OF-WAY SETBACK
- RESIDENCE SETBACK
- PROPERTY SETBACK
- PIPELINE BUFFER
- ASSUMED EASEMENT
- EX. RIGHT-OF-WAY
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PRELIMINARY - NOT FOR CONSTRUCTION

CLIENT COMMENTS	DATE	REVISIONS
ELECTRICAL WIRING UPDATES	07/08/2024	No.
ELECTRICAL WIRING UPDATES	07/05/2024	No.
ELECTRICAL LAYOUT UPDATE	06/27/2024	No.
ETJ LIMITS COMMENTS	06/18/2024	No.
UPDATED ETJ LIMITS	05/30/2024	No.
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KHA PROJECT	DATE	SCALE	DESIGNED BY	SLW	SLW	TAM
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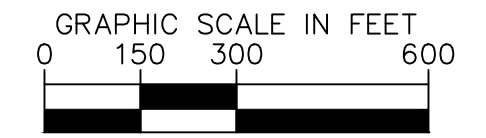
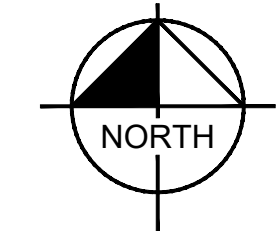
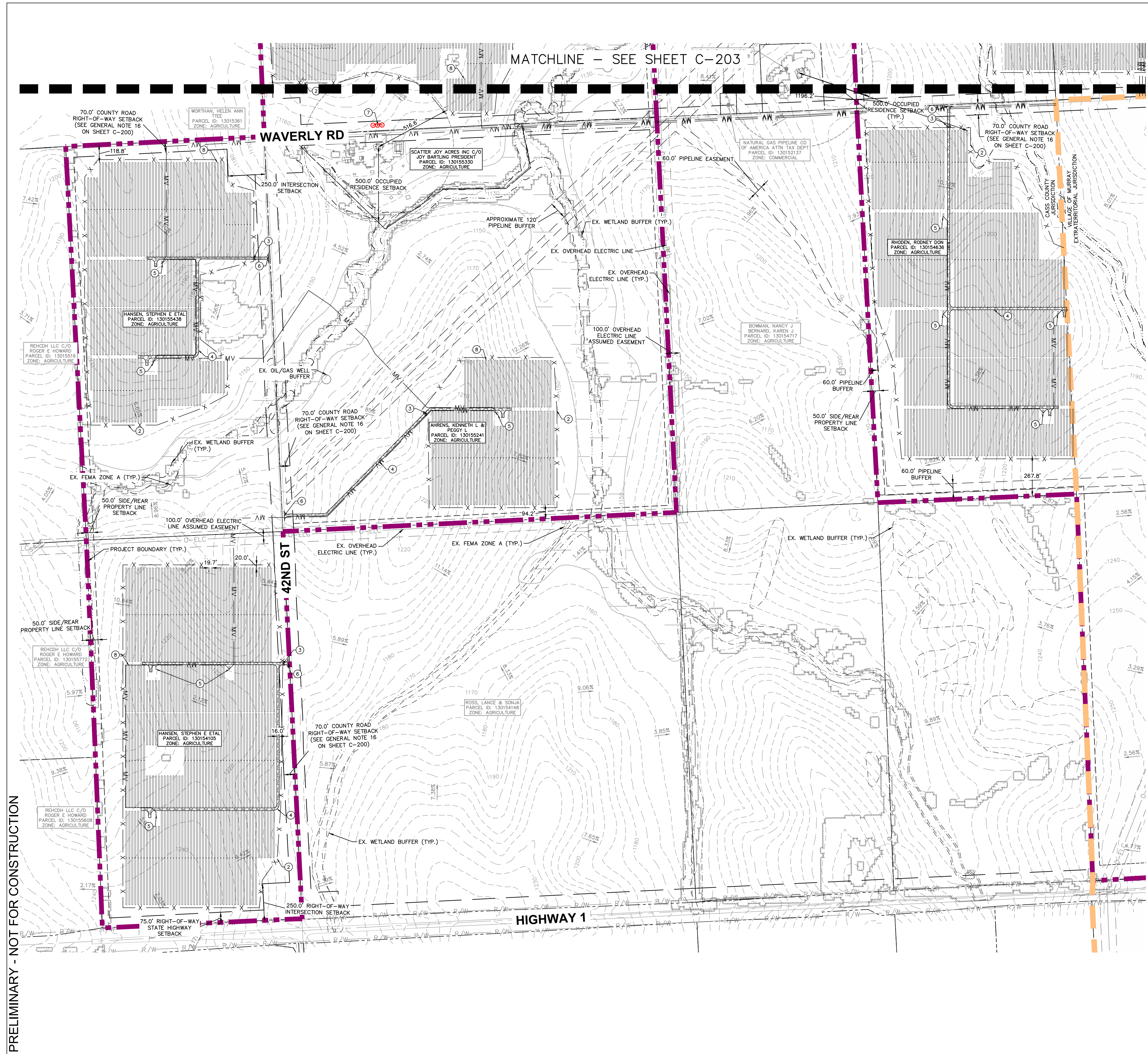
CONDITIONAL USE PERMIT SITE PLAN

CASS COUNTY SOLAR NEBRASKA, LLC PREPARED FOR NEXTERA ENERGY CASS COUNTY, NE





PRELIMINARY - NOT FOR CONSTRUCTION



**LEGEND**

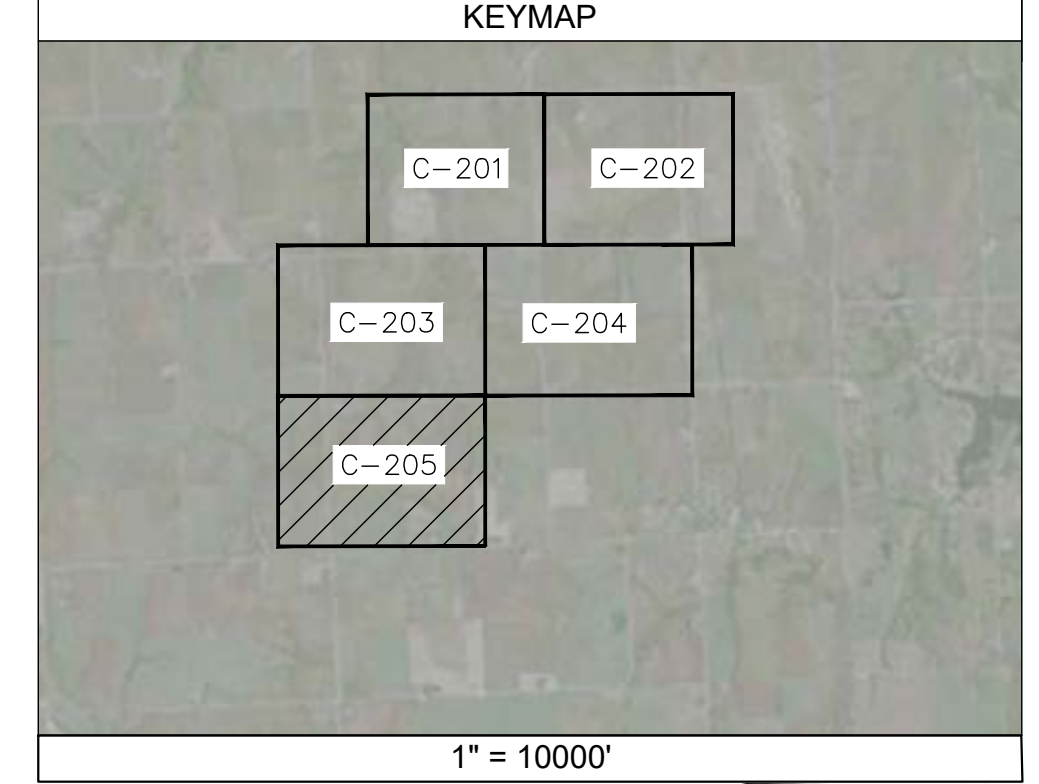
	PROJECT BOUNDARY
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	EX. PROPERTY LINE
	RIGHT-OF-WAY SETBACK
	RESIDENCE SETBACK
	PROPERTY SETBACK
	PIPELINE BUFFER
	ASSUMED EASEMENT
	EX. RIGHT-OF-WAY
	EX. ROAD
	EX. GAS PIPELINE
	EX. OVERHEAD ELECTRIC LINE
	EX. TREELINE
	EX. DELINEATED WETLAND BUFFER
	EX. NW/NHD WETLAND BUFFER
	EX. ORCHID SPECIES HABITAT
	EX. STRUCTURE
	EX. OIL/GAS WELL BUFFER
	EX. CONTOURS
	EX. FLOW (DIRECTION AND SLOPE)
	EX. FEMA FLOOD ZONE
	EX. VILLAGE OF MURRAY EXTRA TERRITORIAL JURISDICTION LIMITS
	PR. ACCESS ROAD
	PR. SOLAR ARRAY
	PR. INVERTER PAD
	PR. MV ROUTING
	PR. ACCESS GATE
	PR. FENCE
	PR. OVERHEAD ELECTRIC LINE
	PR. SUBSTATION
	PR. LANDSCAPE INSTALLATION

**CONSTRUCTION NOTES**

- 1 SUBSTATION AND BESS CHAIN LINK FENCE; REFER TO DETAIL 5A, SHEET C-301.
- 2 GAME FENCE DETAIL; REFER TO DETAIL 5B, SHEET C-301.
- 3 PERIMETER VEHICULAR GATE; REFER TO DETAIL 1, SHEET C-300. ADJACENT TO GATE, SIGNAGE SHALL BE PROVIDED, CONFORMING TO THE CASS COUNTY SIGN REGULATIONS.
- 4 AGGREGATE SITE ACCESS ROAD; REFER TO DETAIL 6, SHEET C-301. DESIGN SUBJECT TO CHANGE BASED ON FINAL GEOTECHNICAL REPORT.
- 5 APPROXIMATE EQUIPMENT PAD. LOCATION SUBJECT TO CHANGE BASED ON FINAL ENGINEERING.
- 6 TYPICAL ACCESS ROAD ENTRANCE; REFER TO DETAIL 2, SHEET C-300. LOCATION SUBJECT TO CHANGE BASED ON FINAL ENGINEERING.
- 7 PRELIMINARY LANDSCAPE INSTALLATION AREA; REFER TO CASS COUNTY SOLAR VEGETATION MANAGEMENT AND LANDSCAPE SCREENING PLAN.
- 8 SINGLE AXIS TRACKER SOLAR ARRAY; REFER TO DETAIL 3, SHEET C-300.

CONSTRAINT DESCRIPTION	SETBACK/BUFFER VALUE
County Road Right-of-Way Setback (From centerline of road)	70'
State Highway Right-of-Way Setback (From Right-of-Way Line)	75'
Side/Rear Property Line Setback	50'
Side/Rear Property Line Setback (Abutting Non-Participating Residence)	70'
Residential Setback (from center of non-participating residential structure)	500'
County Road Intersection Setback (From centerline of road)	250'
State Highway Intersection Setback (From Right-of-Way line)	250'

\*ALL PROPERTY, ROW AND RESIDENTIAL SETBACKS REFER TO THE SOLAR ARRAYS. FENCE AND LANDSCAPE ARE ALLOWED PER SECTION 8.21.05 OF THE CASS COUNTY ORDINANCE.



1" = 10000'

CLIENT COMMENTS	DATE	REVISIONS
ELECTRICAL WIRING UPDATES	07/08/2024	No.
ELECTRICAL WIRING UPDATES	07/05/2024	No.
ELECTRICAL WIRING UPDATES	06/27/2024	No.
ELECTRICAL LAYOUT UPDATE	06/16/2024	No.
ETJ LIMITS COMMENTS	05/30/2024	No.
UPDATED ETJ LIMITS	05/24/2024	No.



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PRELIMINARY - NOT FOR CONSTRUCTION

KHA PROJECT	166528028
DATE	04/15/2024
SCALE	AS SHOWN
DESIGNED BY	SLW
DRAWN BY	SLW
CHECKED BY	TAM

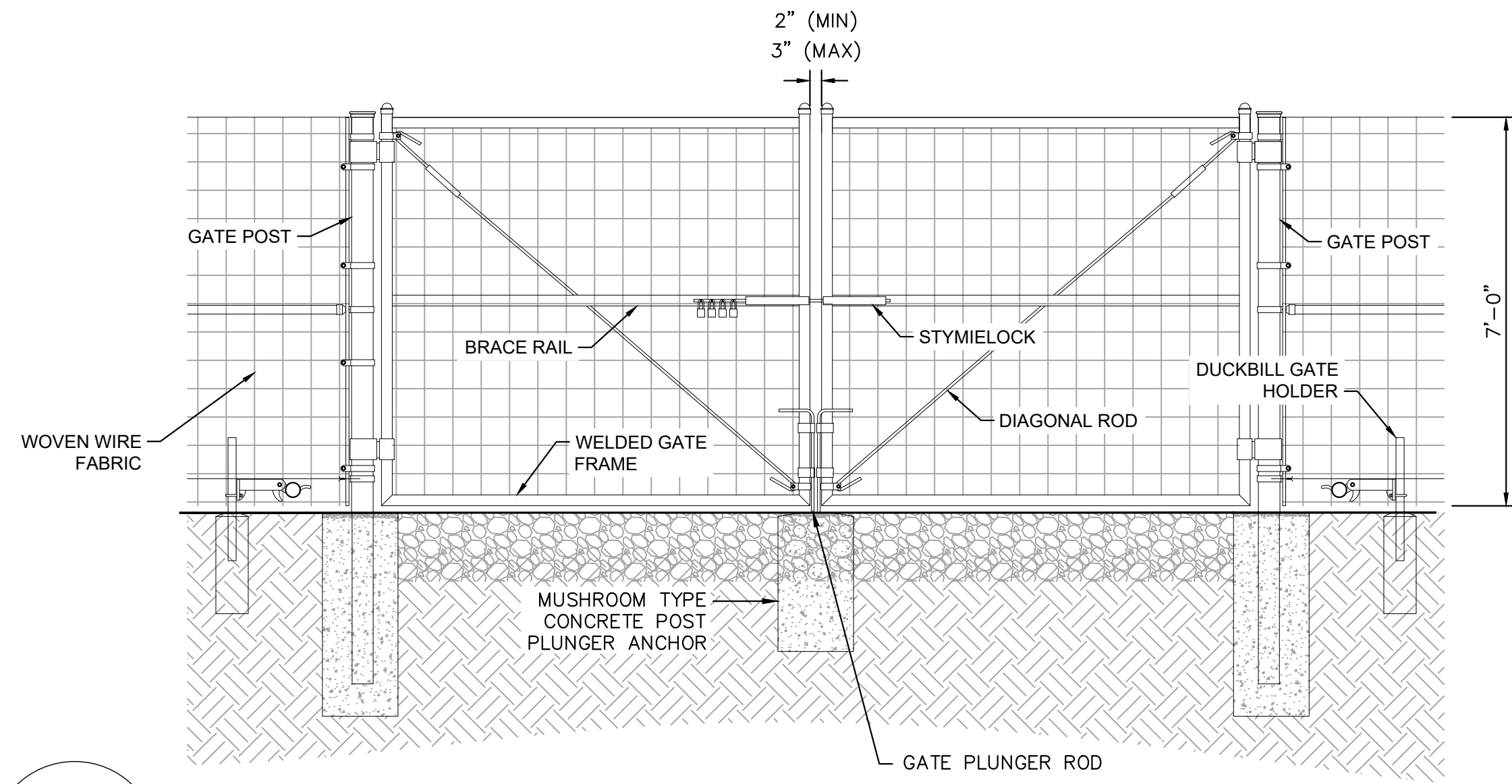
**CONDITIONAL USE PERMIT SITE PLAN**

**CASS COUNTY SOLAR NEBRASKA, LLC**  
 PREPARED FOR  
**NEXTERA ENERGY**  
 CASS COUNTY, NE

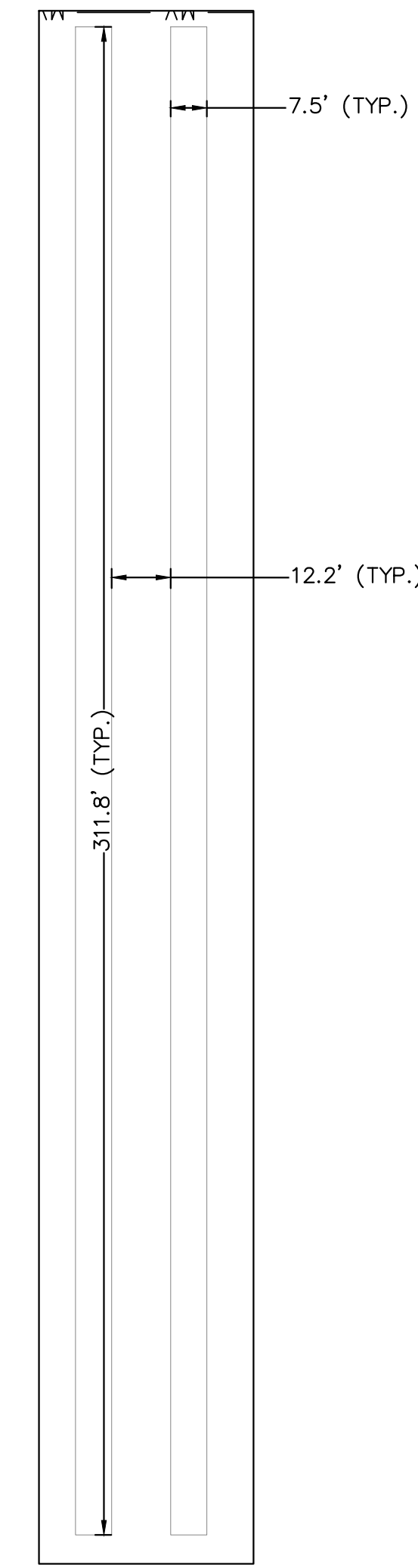
SHEET NUMBER  
**C-205**





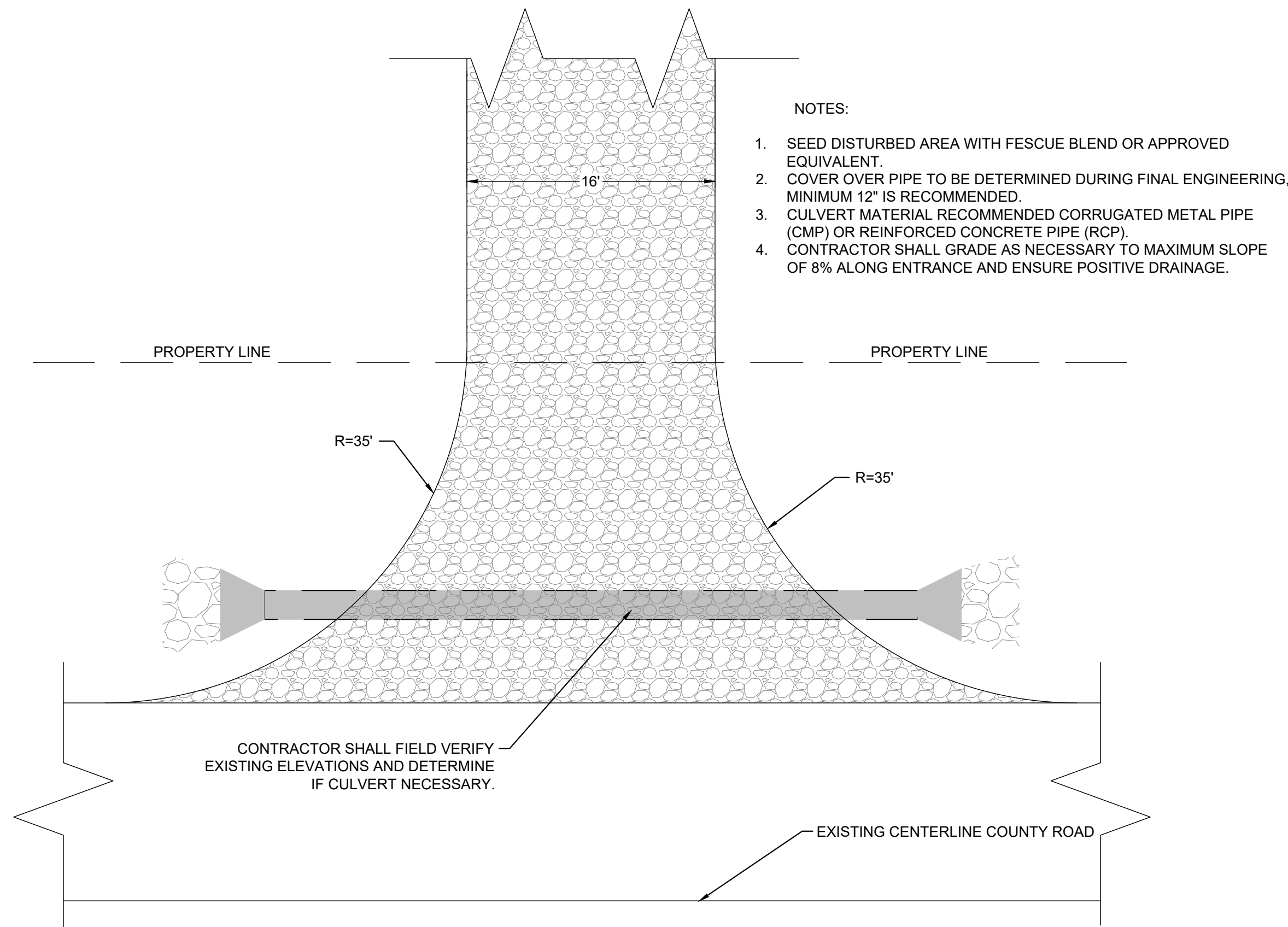


1 PV ARRAY PERIMETER VEHICULAR GATE DETAIL  
 C-300 FOR REFERENCE ONLY = SUBJECT TO CHANGE PENDING FINAL ENGINEERING SCALE: NTS

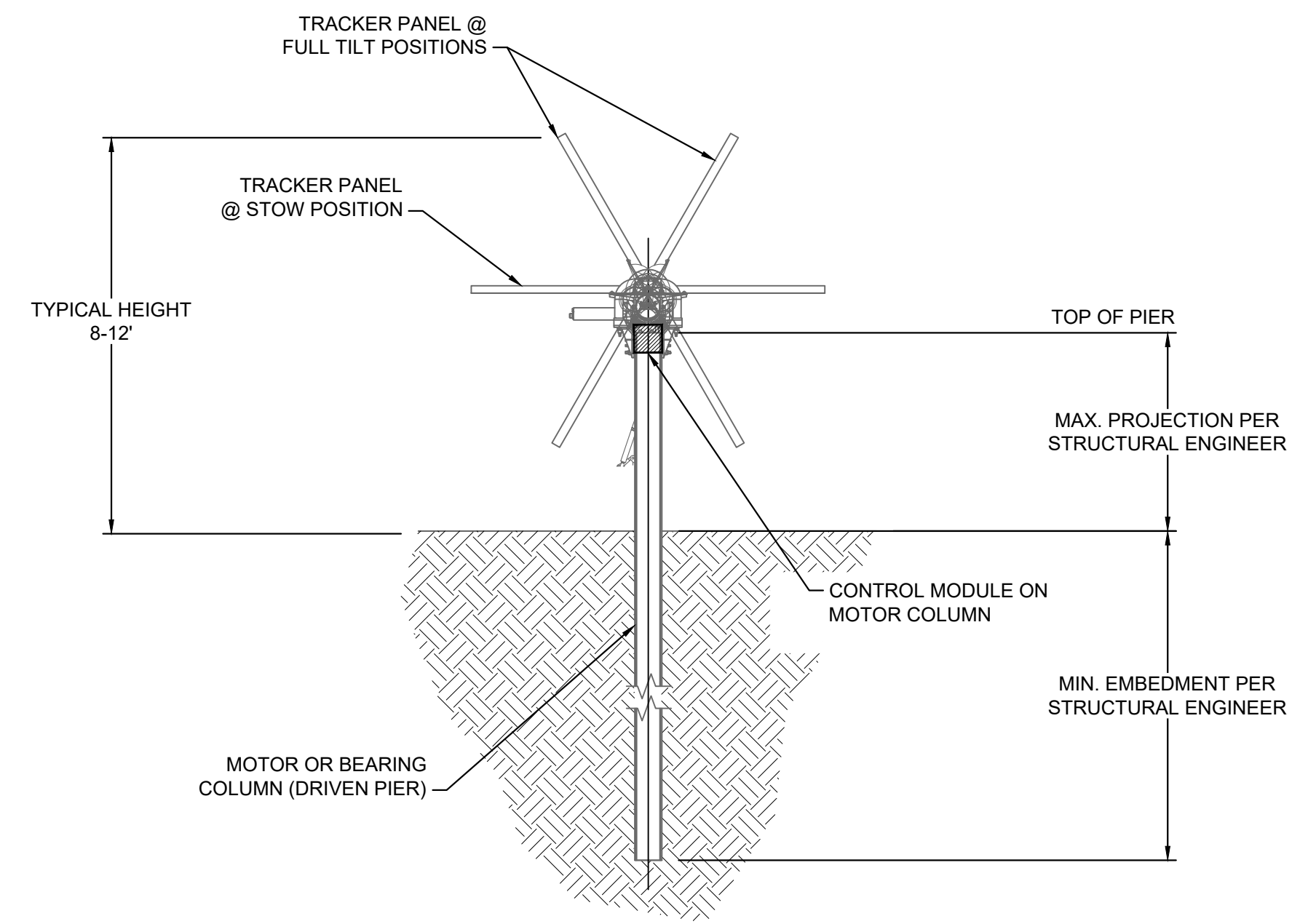


NOTES:  
 1. THIS IS REPRESENTATIVE OF A FULL LENGTH TRACKER. ALTERNATE SIZED TRACKERS ARE ALSO USED THROUGHOUT THE LAYOUT.  
 2. ALL DIMENSIONS AND LENGTHS ARE SUBJECT TO CHANGE PENDING FINAL ELECTRICAL ENGINEERING PLANS AND COORDINATION.

3 TRACKER DETAIL - FULL LENGTH  
 C-300 FOR REFERENCE ONLY = SUBJECT TO CHANGE PENDING FINAL ENGINEERING SCALE: NTS



2 TYPICAL ACCESS ROAD ENTRANCE DETAIL  
 C-300 FOR REFERENCE ONLY = SUBJECT TO CHANGE PENDING FINAL ENGINEERING SCALE: NTS



NOTES:  
 1. PIER AND TRACKER DESIGN TO BE COMPLETED DURING FINAL ENGINEERING.  
 2. MAXIMUM HEIGHT OF THE GROUND MOUNTED CSCS SHALL NOT EXCEED 25' PER THE CASS COUNTY ZONING ORDINANCE.

4 EXAMPLE SINGLE-AXIS TRACKER SIDE ELEVATION  
 C-300 FOR REFERENCE ONLY = SUBJECT TO CHANGE PENDING FINAL ENGINEERING SCALE: NTS

PRELIMINARY - NOT FOR CONSTRUCTION

CLIENT COMMENTS	DATE
△ ELECTRICAL WIRING UPDATES	07/08/2024
△ ELECTRICAL WIRING UPDATES	07/05/2024
△ CLIENT COMMENTS	06/27/2024
△ ELECTRICAL LAYOUT UPDATE	06/18/2024
△ ETJ LIMITS COMMENTS	05/30/2024
△ UPDATED ETJ LIMITS	05/24/2024
No.	REVISIONS
	DATE



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PRELIMINARY - NOT FOR CONSTRUCTION

KHA PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
166528028	04/15/2024	AS SHOWN	SLW	SLW	TAM

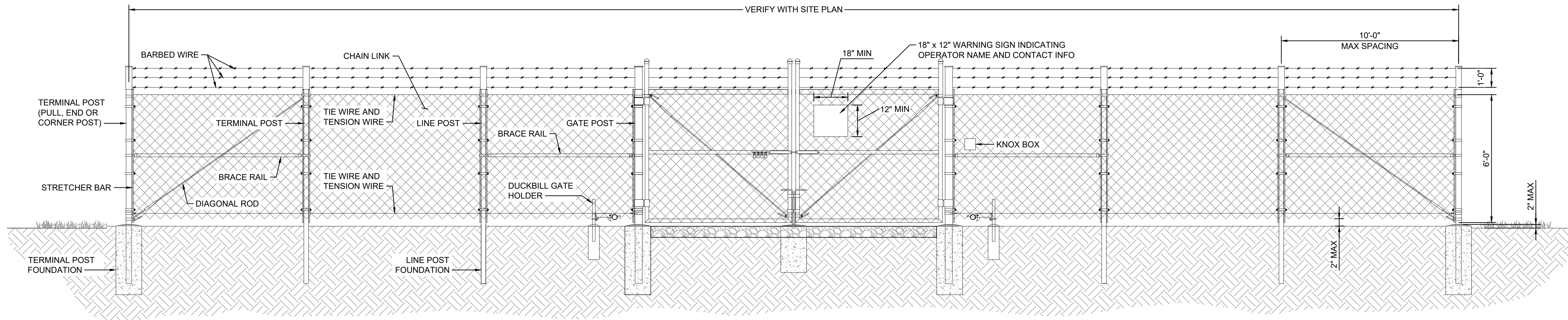
SITE DETAILS

CASS COUNTY SOLAR  
 NEBRASKA, LLC  
 PREPARED FOR  
 NEXTERA ENERGY  
 CASS COUNTY, NE

SHEET NUMBER  
 C-300





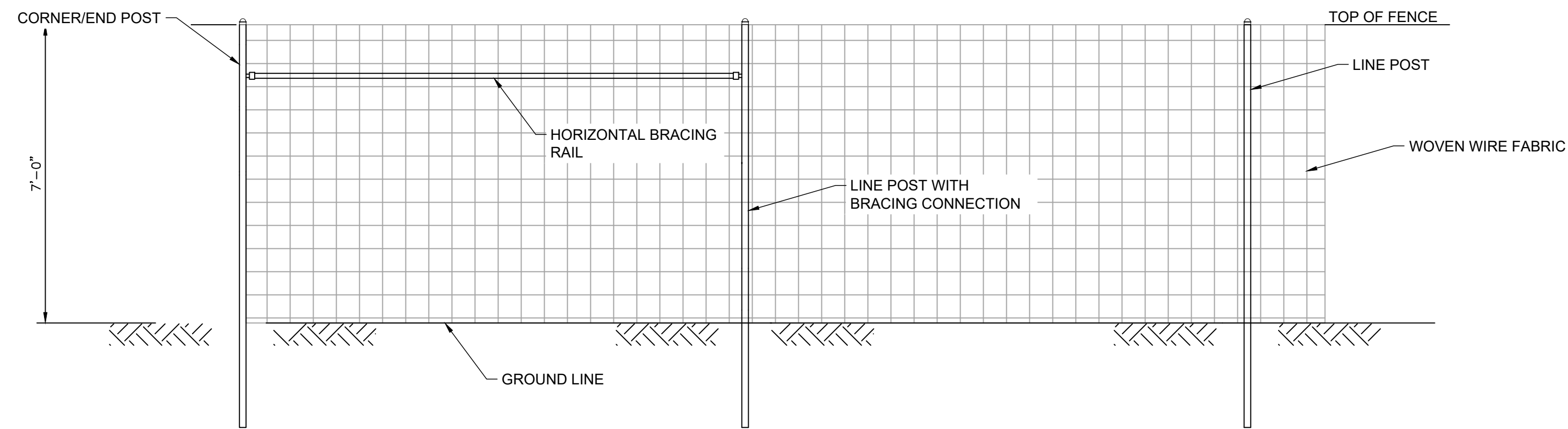


- NOTES:
1. ALL FENCING TO BE INSTALLED PER MANUFACTURER'S DESIGN, RECOMMENDATION AND SPECIFICATIONS.
  2. MAXIMUM FENCING SHALL BE 8' TALL.
  3. CHAIN LINK FENCING TO BE UTILIZED FOR SUBSTATION AND BESS ONLY. FOR PV ARRAY FENCING, REFER TO DETAIL 5B.

5a SUBSTATION AND BATTERY ENERGY STORAGE SYSTEM (BESS) – CHAIN LINK FENCING DETAIL

C-301 FOR REFERENCE ONLY = SUBJECT TO CHANGE PENDING FINAL ENGINEERING

SCALE: NTS

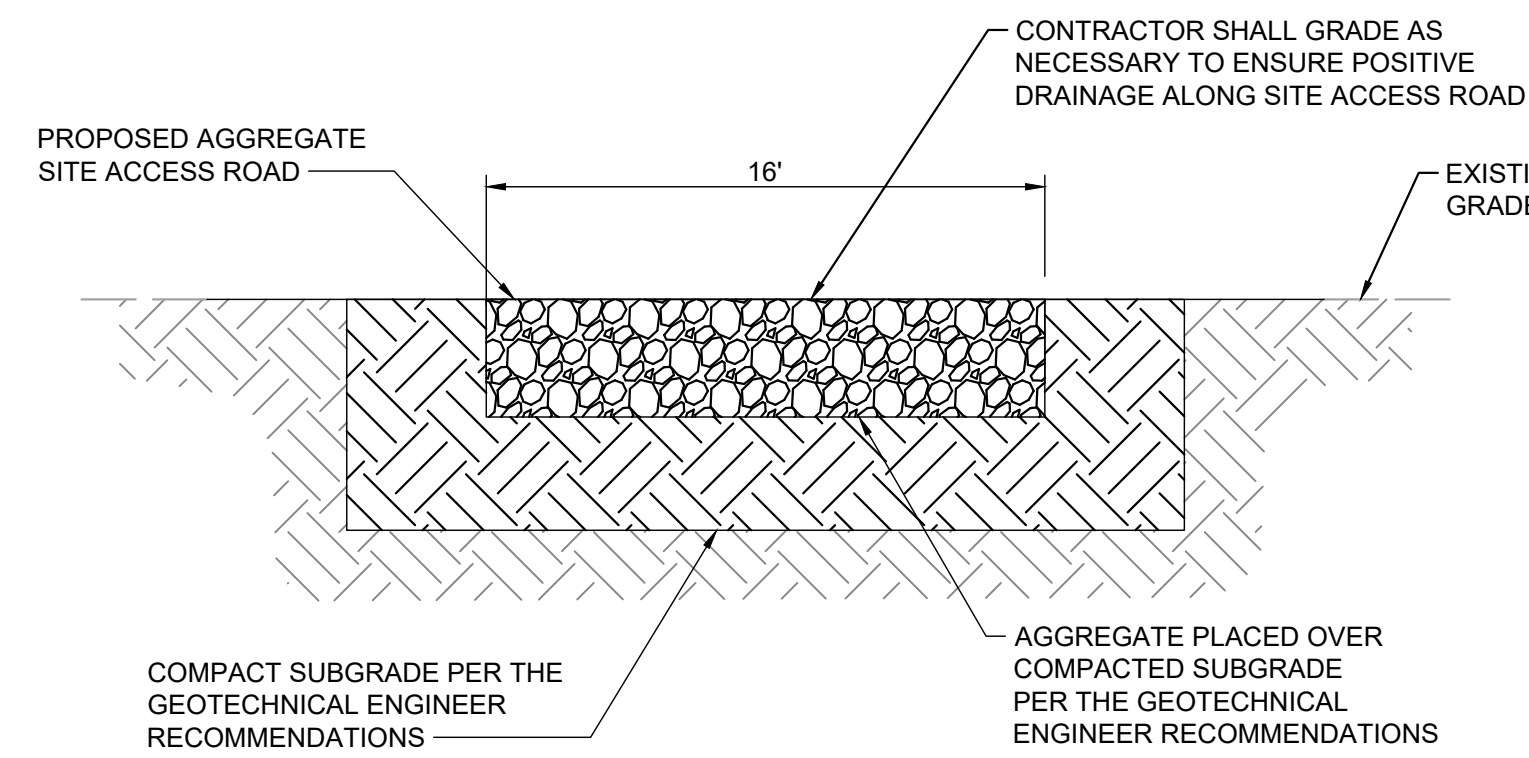


- NOTES:
1. ALL FENCING TO BE INSTALLED PER MANUFACTURER'S DESIGN, RECOMMENDATION AND SPECIFICATIONS.
  2. MAXIMUM FENCING SHALL BE 8' TALL.
  3. GAME FENCE TO BE UTILIZED FOR ALL SOLAR ARRAY AREAS. FOR SUBSTATION AND BESS FENCING, REFER TO DETAIL 5A.

5b GAME FENCE DETAIL

C-301 FOR REFERENCE ONLY = SUBJECT TO CHANGE PENDING FINAL ENGINEERING

SCALE: NTS



- NOTES:
1. REMOVE ALL GRASSES AND ORGANICS WITHIN ACCESS ROAD AREA.
  2. SCARIFY, MOISTURE CONDITION, AND RE-COMPACT EXISTING NATIVE SOILS PER THE GEOTECHNICAL REPORT.
  3. COMPACTION SHALL BE VERIFIED BY TESTING BY THE GEOTECHNICAL ENGINEER.
  4. AGGREGATE DEPTH TO BE DETERMINED BY GEOTECHNICAL ENGINEER.

6 AGGREGATE SITE ACCESS ROAD

C-301 FOR REFERENCE ONLY = SUBJECT TO CHANGE PENDING FINAL ENGINEERING

SCALE: NTS

CLIENT COMMENTS	DATE
CLIENT COMMENTS	07/08/2024
ELECTRICAL WIRING UPDATES	07/05/2024
CLIENT COMMENTS	06/27/2024
ELECTRICAL LAYOUT UPDATE	06/18/2024
ETJ LIMITS COMMENTS	05/30/2024
UPDATED ETJ LIMITS	05/24/2024
REVISIONS	DATE



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PRELIMINARY - NOT FOR CONSTRUCTION

PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
KHA PROJECT 166528028	04/15/2024	AS SHOWN	SLW	SLW	TAM

SITE DETAILS

CASS COUNTY SOLAR  
 NEBRASKA, LLC  
 PREPARED FOR  
 NEXTERA ENERGY  
 CASS COUNTY, NE

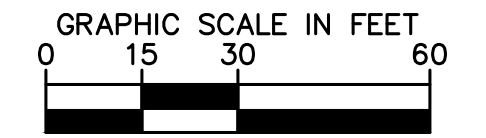
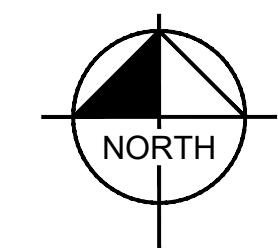
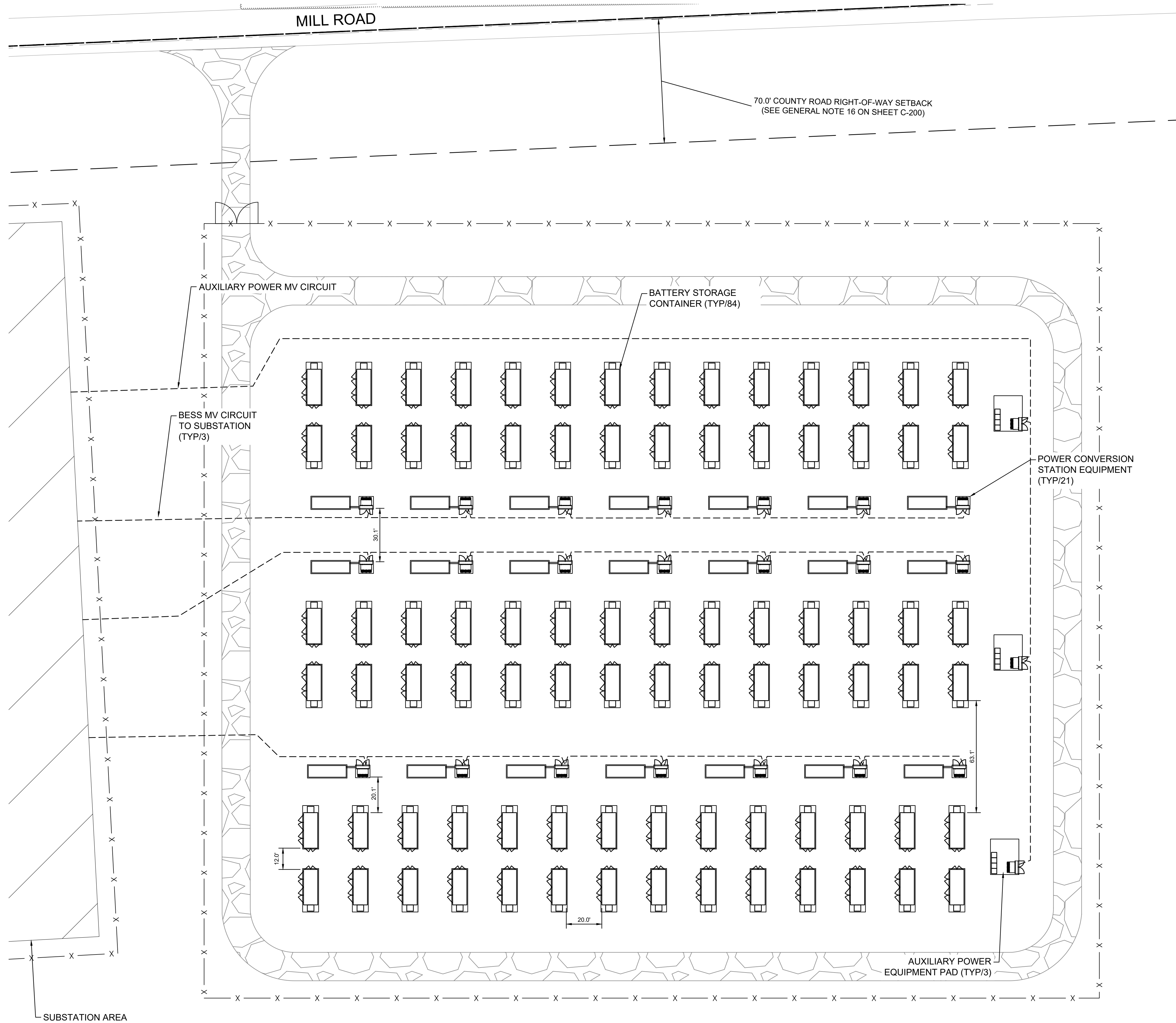
SHEET NUMBER  
 C-301



PRELIMINARY - NOT FOR CONSTRUCTION



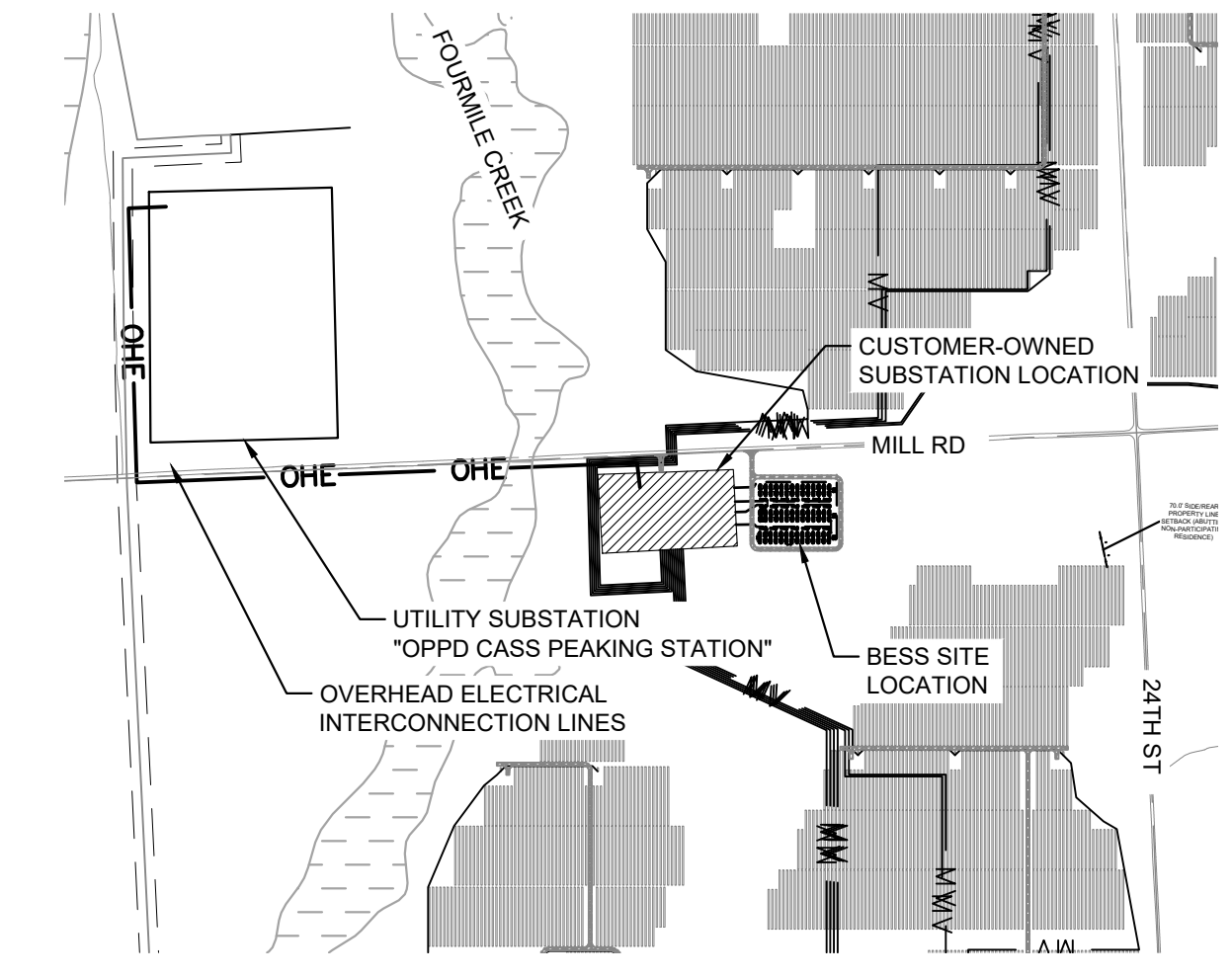
PRELIMINARY - NOT FOR CONSTRUCTION



**GENERAL NOTES**

1. CONTRACTOR TO VERIFY EXISTING SITE CONDITIONS AND EQUIPMENT LOCATIONS PRIOR TO STARTING ANY WORK.
2. CONDUIT ROUTING IS SHOWN DIAGRAMMATICALLY ON PLANS AND IS ONLY AN APPROXIMATION. THE EXACT ROUTING SHALL BE FIELD VERIFIED AND INSTALLED PER JURISDICTIONAL, MANUFACTURER, AND CLIENT REQUIREMENTS.

INTERCONNECTION SUMMARY	
UTILITY	XXXXXXXXXXXXXXXXXXXX
INTERCONNECTION VOLTAGE	345 kVac
FEEDER NAME	XXXXXXXXXXXXXXXXXXXX
FEEDER NUMBER	XXXXXXXXXXXXXXXXXXXX
SITE LAT/LONG	40.488389, -122.346000
BESS CAPACITY (kW / kWh)	75,000 / 300,000
POWER CONVERSION STATION INVERTER	
MAKE	POWER ELECTRONICS
MODEL	FREEMAQ MULTI PCSM FP4200M4
QUANTITY	(21) 4,200 kW INVERTERS
ENERGY STORAGE SYSTEM	
MAKE	CATL
MODEL	10P416S
CONFIGURATION TO GRID	AC COUPLED
DURATION	4 HOURS
CONTAINER CAPACITY	930kW / 3,720 kWh
CONTAINER QUANTITY	84



2 KEY PLAN  
E-100 SCALE: N.T.S.

No.	REVISIONS	DATE
1	CLIENT COMMENTS	07/08/2024
2	ELECTRICAL WIRING UPDATES	07/05/2024
3	CLIENT COMMENTS	06/27/2024
4	ELECTRICAL LAYOUT UPDATE	06/18/2024
5	ETU LIMITS COMMENTS	05/30/2024
6	UPDATED ETU LIMITS	05/24/2024



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PRELIMINARY - NOT FOR CONSTRUCTION

KHA PROJECT	168528028
DATE	04/15/2024
SCALE	AS SHOWN
DESIGNED BY	NJA
DRAWN BY	NJA
CHECKED BY	CRH

**BESS SITE PLAN**

**CASS COUNTY SOLAR**  
**NEBRASKA, LLC**  
PREPARED FOR  
**NEXTERA ENERGY**  
CASS COUNTY, NE





**Exhibit C**

**Manufacturer's Recommendations**

(PLEASE SEE ATTACHED)

EXHIBIT C

# BYDxxxMLTK-36

xxx=520-545W

## Mono Bifacial Half Cell Module

### Key Product Features



#### Higher Output Power

Module power up to 545W  
Average cell efficiency up to 22.6%



#### Reliability for output performance

Positive power tolerance 0-5W,  
reliable output performance  
Excellent optical performance



#### Lower LCOE

(Levelized Cost Of Energy)  
Significantly decrease BOS costs and  
operation and maintenance costs



#### Superior adaptability

3600 Pa for positive(downward) and  
1600 Pa for negative (upward)  
Safety factors Ym:1.5  
Corresponding to maximum snow and ice  
load 5400Pa,maximum wind load 2400Pa

### Comprehensive product certification

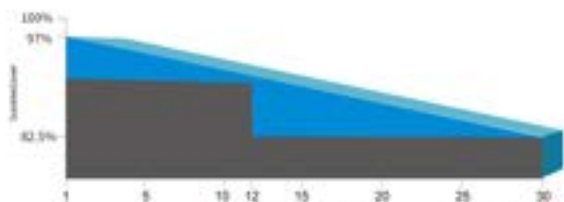
- IEC 61215-1:2016
- IEC 61215-1-1:2016
- IEC 61215-2:2016
- IEC 61730-1:2016
- IEC 61730-2:2016
- UL 61730-1 1<sup>st</sup> Edition
- UL 61730-2 1<sup>st</sup> Edition



### Industry-leading Quality Assurance



■ Linear power warranty  
■ Industry Standard



• Please refer to the warranty letter for details



Solar Power

BYD COMPANY LIMITED

NO.1, Yan'an Road, Kuichong, Dapeng New District  
518119 Shenzhen, Guangdong  
PEOPLE'S REPUBLIC OF CHINA

TEL:  
+86-755-89688888  
bydps@byd.com



## Electrical Data(STC\*)

Module Type: BYDxxxMLTK-36	BYD520MLTK-36	BYD525MLTK-36	BYD530MLTK-36	BYD535MLTK-36	BYD540MLTK-36	BYD545MLTK-36
Rate Maximum Power(Pmax)(W)	520±5%	525±5%	530±5%	535±5%	540±5%	545±5%
Open Circuit Voltage(Voc) (V)	48.52	48.82	49.12	49.42	49.72	50.02
Short Circuit Current(Isc) (A)	13.37	13.41	13.45	13.49	13.53	13.57
Maximum Power Voltage(Vmp)(V)	41.17	41.39	41.61	41.83	42.05	42.27
Maximum Power Current (Imp) (A)	12.64	12.69	12.74	12.79	12.84	12.89
Module Efficiency (%)	20.13	20.32	20.52	20.71	20.90	21.10

\* Standard Test Conditions (STC) : irradiance of 1000 W/m<sup>2</sup>, spectrum AM 1.5 and cell temperature of 25°C

## Electrical Data(NMOT\*)

Module Type: BYDxxxMLTK-36	BYD520MLTK-36	BYD525MLTK-36	BYD530MLTK-36	BYD535MLTK-36	BYD540MLTK-36	BYD545MLTK-36
Rate Maximum Power(Pmax)(W)	387.4±5%	390.9±5%	395.3±5%	398.9±5%	402.5±5%	406.2±5%
Open Circuit Voltage(Voc) (V)	45.3	45.6	45.9	46.2	46.5	46.7
Short Circuit Current(Isc) (A)	10.8	10.84	10.87	10.9	10.93	10.96
Maximum Power Voltage(Vmp)(V)	37.9	38.2	38.4	38.6	38.9	39.1
Maximum Power Current (Imp) (A)	10.21	10.24	10.29	10.32	10.35	10.38

\* Nominal Module Operating Temperature (NMOT): irradiance of 800 W/m<sup>2</sup>, spectrum AM 1.5, ambient temperature 20°C, wind speed 1 m/s.

## Operational Parameter

Operating Temperature	-40°C~+85°C				
NMOT (Nominal Module Operating Temperature)	45°C±2°C				
Maximum System Voltage(V)	1500 (VDC)				
Maximum Fuse Current Rating(A)	25A				
Fire Safety	Class C				
Power Binning Tolerance	±5W				
Bifacial Factor	65±5%				
PG. 530W	5%	10%	15%	20%	25%
Rate Maximum Power(Pmax)(W)	557	583	610	636	663
Open Circuit Voltage(Voc) (V)	49.12	49.12	49.12	49.12	49.12
Short Circuit Current (Isc) (A)	14.12	14.80	15.47	16.14	16.81
Maximum Power Voltage(Vmp)(V)	41.61	41.61	41.61	41.61	41.61
Maximum Power Current(Imp) (A)	13.377	14.014	14.651	15.288	15.925

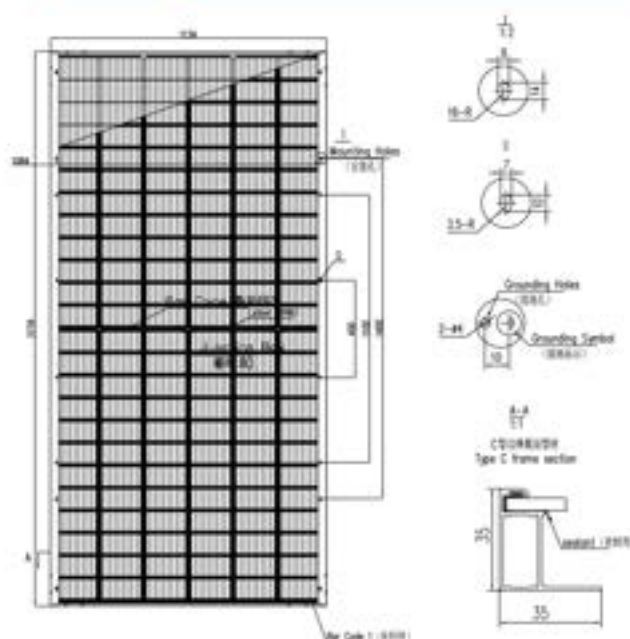
## Mechanical Properties

Cell Type	182mm*91mm
Number of Cells	144
Dimension of Module	2278*1134*35mm
Weight	29.0kg ± 5%
Front Glass	3.2mm tempered glass with AR Coating
Frame	Anodized aluminum alloy
Junction Box	IP68(3 Diodes)
Cable Length	+320mm , -260mm(4.0mm <sup>±</sup> )
Connector	PV-T502 Jiangsu Tianheng , PV-ZH2028 Zhejiang Zhonghuan , BYD-L01 Guangdong BYD
Packing Information	620(31*20)pcs per 40'HQ

## Temperature Coefficient

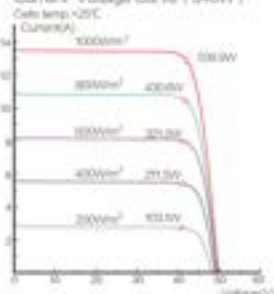
Peak Power Temperature Coefficient	-0.331%/°C
Open-Circuit Voltage Temperature Coefficient	-0.253%/°C
Short-Circuit Current Temperature Coefficient	0.0502%/°C

## Drawing

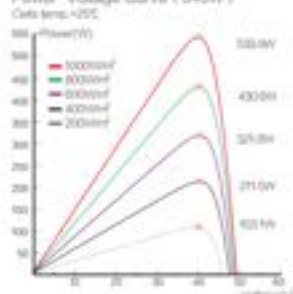


## I-V curve

Current-Voltage Curve ( 540W )



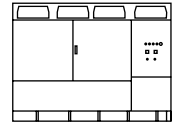
Power-Voltage Curve ( 540W )



---

**Easy maintenance.**  
**Multilevel topology.**  
**Advanced grid support.**  
**Full power voltage range.**  
**Bus Plus. Combine Solar and Storage.**





**COMMON FEATURES**

FRAME	2	3	4	
AC	Max. AC Output Current (A) @40°C	1837	2756	3674
	Operating Grid Frequency (Hz)	50/60Hz		
	Current Harmonic Distortion (THDi)	< 3% per IEEE519		
	Power Factor (cosine phi) <sup>[1]</sup>	0.5 leading ... 0.5 lagging adjustable / Reactive power injection at night		
DC	Maximum DC Voltage	1500V		
	Number of Inputs	Up to 20	Up to 30	Up to 40
	Max. DC Continuous Current (A) <sup>[2]</sup>	2295	3443	4590
	Max. DC Short Circuit Current (A) <sup>[2]</sup>	3470	5205	6940
CABINET	Number of Freemaq DC/DC <sup>[2]</sup>	Up to 4		
	Dimensions [WxDxH] (ft)	9.8 x 6.5 x 7.2		
	Dimensions [WxDxH] (m)	3.0 x 2.0 x 2.2		
	Weight (lbs)	11465	11795	12125
	Weight (kg)	5200	5350	5500
ENVIRONMENT	Type of Ventilation	Forced air cooling		
	Degree of Protection	NEMA 3R / IP55		
	Operating Temperature Range <sup>[3]</sup>	From -25°C to +60°C, >50°C power derating		
	Operating Relative Humidity Range	From 4% to 100% non-condensing		
	Storage Temperature Range	From -15°C to +40°C		
CONTROL INTERFACE	Max. Altitude (above sea level)	2000m / >2000m power derating (Max. 4000m)		
	Communication Protocol	Modbus TCP		
	Power Plant Controller	Optional		
	Keyed ON/OFF Switch	Standard		
PROTECTIONS	Ground Fault Protection	GFDI and isolation monitoring device		
	Humidity Control	Active heating		
	General AC Protection & Disconn.	Circuit breaker		
	General DC Protection & Disconn.	Fuses, DC switch-disconnectors		
CERTIFICATIONS & STANDARDS	Overvoltage Protection	Type 2 protection for AC and DC		
	Safety	UL 1741 / CSA 22.2 No.1071-16 / IEC 62109-1 / IEC 62109-2		
	Installation	NEC 2020 / IEC		
	Utility Interconnect	UL 1741 SA & SB / RULE 21 / RULE 14H / IEEE 1547.1 2020 / IEC 62116:2014		

FRAME	690V			660V			645V			
	2	3	4	2	3	4	2	3	4	
REFERENCES	FS2195K	FS3290K	FS4390K	FS2101K	FS3151K	FS4200K	FS2055K	FS3080K	FS4105K	
AC	AC Output Power (kVA/kW) @40°C <sup>[4]</sup>	2195	3290	4390	2100	3150	4200	2055	3080	4105
	AC Output Power (kVA/kW) @50°C <sup>[4]</sup>	2035	3055	4075	1950	2925	3900	1905	2855	3810
DC	Operating Grid Voltage (VAC)	690V ±10%			660V ±10%			645V ±10%		
	DC Voltage Range <sup>[5]</sup>	976V - 1500V			934V - 1500V			913V - 1500V		
EFFICIENCY	Efficiency (Max) (η) <sup>[6]</sup>	98.94%			98.96%			98.81%		
	Euroeta (η) <sup>[6]</sup>	98.51%			98.53%			98.41%		
FRAME	630 V			615 V			600 V			
	2	3	4	2	3	4	2	3	4	
REFERENCES	FS2005K	FS3005K	FS4010K	FS1955K	FS2935K	FS3915K	FS1910K	FS2865K	FS3820K	
AC	AC Output Power (kVA/kW) @40°C <sup>[4]</sup>	2005	3005	4010	1955	2935	3915	1910	2865	3820
	AC Output Power (kVA/kW) @50°C <sup>[4]</sup>	1860	2790	3720	1815	2725	3635	1775	2660	3545
DC	Operating Grid Voltage (VAC)	630V ±10%			615V ±10%			600V ±10%		
	DC Voltage Range <sup>[5]</sup>	891V - 1500V			870V - 1500V			849V - 1500V		
EFFICIENCY	Efficiency (Max) (η) <sup>[6]</sup>	98.88%			98.77%			98.78%		
	Euroeta (η) <sup>[6]</sup>	98.45%			98.37%			98.35%		

NOTES

- [1] Consult P-Q charts available:  $Q(kVar)=\sqrt{(S(kVA))^2-P(kW)^2}$ .
- [2] Consult Power Electronics for Freemaq DC/DC connection configurations.
- [3] Optional available for temperatures down to -35°C.
- [4] Values at 1.00·Vac nom and  $\cos\phi=1$ . Consult Power Electronics for derating curves.
- [5] Consult Power Electronics for derating curves. In the event of overvoltage in the grid, the minimum DC voltage will vary proportionally with the AC voltage.
- [6] Consult Power Electronics for Frame 2 and Frame 3 efficiencies.

**Exhibit D**  
**Participating Parcels**

(PLEASE SEE ATTACHED)

EXHIBIT D



**NEXTERA - CASS COUNTY SOLAR  
PARTICIPATING PARCELS (COUNTY JURISDICTION)**

	TAX ID#	FullSitusAddress	OwnerName1	OwnerName2	OwnerAddress1	OwnerAddress2	OwnerCity	OwnerStat	OwnerZip	LegalDescription
1	130151998		AHRENS, KENNETH L & PEGGY		10202 HOBSCHEIDT RD		WEEPING WATER	NE	68463	08-11-13 SE1/4 (160)
2	130155241		AHRENS, KENNETH L & PEGGY L		10202 HOBSCHEIDT RD		WEEPING WATER	NE	68463	17-11-13 NE1/4 EXC L3 (145.18)
3	130152005		WEHRBEIN LAND COMPANY		5812 HWY 66		PLATTSMOUTH	NE	68048	09-11-13 SE1/4 NE1/4 & N1/2 NE1/4 EXC TL3 (108.69)
4	130152013		WEHRBEIN LAND COMPANY		5812 HWY 66		PLATTSMOUTH	NE	68048	09-11-13 SW1/4 NE1/4 (40)
5	130152021		WEHRBEIN LAND COMPANY		5812 HWY 66		PLATTSMOUTH	NE	68048	09-11-13 E1/2 NW1/4 (80)
6	130152153		POLZIN, LINDA K TTEE	KENNETH F POLZIN TTEE	301 N TAYLOR		MURRAY	NE	68409	03-11-13 SW1/4 (160)
7	130152250		POLZIN, LINDA K TTEE	KENNETH F POLZIN TTEE	301 N TAYLOR		MURRAY	NE	68409	03-11-13 SE1/4 EXC 5A SE CORNER (155)
8	130154636		RHODEN, RODNEY DON	TRUSTEE	4111 SO 144TH STREET		OMAHA	NE	68137	16-11-13 E1/2 NW1/4 (80)
9	130152234		RHODEN, RODNEY DON	TRUSTEE	4111 SO 144TH STREET		OMAHA	NE	68137	09-11-13 E1/2 SW1/4 (80)
10	130152315		ENGELKEMIER FARMS LLC	C/O ENGELKEMIER/LARRY F	5444 WEST 150TH TERRACE		LEAWOOD	KS	66224	09-11-13 SE1/4 (160)
11	130152420		COLE, ARLO D TTEE		2101 CHURCH RD		PLATTSMOUTH	NE	68048	04-11-13 NE1/4 EXC TL3 (158.78)
12	130152773		CLEBERG, HAROLD D & CLARA TTEES		520 NW HOPE LANE #3025		LEES SUMMIT	MO	64081	04-11-13 SE1/4 (160)
13	130152854		STEMAR FARMS INC	C/O STEPHEN C WEHRBEIN	14817 60TH ST		PLATTSMOUTH	NE	68048	10-11-13 E1472.6' NE1/4 EXC LOT 7 8 (81.52)
14	130153397		COLE SEED FARM INC		2101 CHURCH RD		PLATTSMOUTH	NE	68048	03-11-13 W1/2 NE1/4 (81.08)
15	130153486		COLE SEED FARM INC		2101 CHURCH RD		PLATTSMOUTH	NE	68048	03-11-13 E1/2 NW1/4 EXC 1.45A IN NE1/4 NW1/4 (79.95)
16	130153656		COLE SEED FARM INC		2101 CHURCH RD		PLATTSMOUTH	NE	68048	03-11-13 W1/2 NW1/4 (81.72)
17	130154105		HANSEN, STEPHEN E ET AL		PO BOX 225	521 LINCOLN ST	NEHAWKA	NE	68413	17-11-13 E1/2 SW1/4 EXC HWY (77.50)
18	130155438		HANSEN, STEPHEN E ET AL		PO BOX 225	521 LINCOLN ST	NEHAWKA	NE	68413	17-11-13 E1/2 NW1/4 (80)
19	130396597		W BAR 3 FARMS INC	C/O TED WEHRBEIN	5014 HWY 66		PLATTSMOUTH	NE	68048	10-11-13 W1167.4' NE1/4 EXC TL 1 2 5 & 10 (54.03)
<b>PARTICIPATION AGREEMENTS (No CSCS Improvements)</b>										
20	130152102	10383 12TH ST MURRAY NE 68409	BLAND, MICHAEL D & JAIME L		10383 12TH ST		MURRAY	NE	68409	11-11-13 LINDEAN ESTATES LOT 15R SW1/4 NW1/4 (8.93)
21	130155330	4107 WAVERLY RD MURRAY NE 68409	SCATTER JOY ACRES INC	C/O JOY BARTLING PRESIDENT	4107 WAVERLY RD		MURRAY	NE	68409	17-11-13 L3 N1/2 NE1/4 (14.82)
22	130260525	2615 MILL RD PLATTSMOUTH NE 68048	WEHRBEIN, DOUGLAS R	KARELENE M WEHRBEIN	2615 MILL RD		PLATTSMOUTH	NE	68048	09-11-13 TL3 NE1/4 NE1/4 (11.31)
23	130314366	10831 12TH ST MURRAY NE 68409	LOWE, ROBERT J & WENDY E		10831 12TH ST		MURRAY	NE	68409	11-11-13 LINDEAN ESTATES LOT 19 NW1/4 NW1/4 (7.91)
24	130314447	10683 12TH ST MURRAY NE 68409	TOTILAS, JONAS F & MAUREEN E		10683 12TH ST		MURRAY	NE	68409	11-11-13 LINDEAN ESTATES LOT 18 W1/2 NW1/4 (9.09)
25	130314501	1232 WAVERLY RD MURRAY NE 68409	SCHMECKPEPER, CHAD M & APRIL L		1232 WAVERLY RD		MURRAY	NE	68409	11-11-13 LINDEAN ESTATES LOT 5 SW1/4 SW1/4 (1.91)
26	130314552	10225 12TH ST MURRAY NE 68409	STAHL, MICHAEL S & DANA		10225 12TH ST		MURRAY	NE	68409	11-11-13 LINDEAN ESTATES LOT 13R NW1/4 SW1/4 (9.34)
27	130314560	10011 12TH ST MURRAY NE 68409	BERENS, PATRICK D		10011 12TH ST		MURRAY	NE	68409	11-11-13 LINDEAN ESTATES LOT 9 W1/2 SW1/4 (3.10)
28	130314684	1198 WAVERLY RD MURRAY NE 68409	GRIFFITH, STEVE & ELLIE		1198 WAVERLY RD		MURRAY	NE	68409	11-11-13 LINDEAN ESTATES LOT 3 SW1/4 SW1/4 (1.88)

**Exhibit E**

**Authorization from Participating Landowners**

(PLEASE SEE ATTACHED)

EXHIBIT E



**DESIGNATION OF AGENT AND CONSENT TO FILE CONDITIONAL USE PERMIT APPLICATION, SUPPORTING PERMITTING APPLICATIONS AND RELATED DOCUMENTS ("Designation of Agent and Consent")**

The undersigned legal owner(s) of record (whether one or more collectively, the "Owner") of the property below (the "Property") hereby confirms that as to the Property, Owner:

- Appoints Boulevard Associates, LLC, and its affiliates, successors and assigns, as Owner's authorized agent under all applicable regulations, including but not limited to Article 7 and Section 8.21 of the Zoning Regulations of Cass County, Nebraska, to file a conditional use permit application and to take such other actions necessary to obtain all permits and governmental approvals necessary to construct and operate a commercial solar energy generation facility on the Property.
- Consents to all such permits and governmental approvals necessary to construct and operate a commercial solar energy generation facility on the Property.

Signature: *Kenneth Ahrens*

Printed Name: Kenneth Ahrens

Date: 5-9-22

**Property Description: Parcels:**

Parcel ID	Name	Legal
0130131998	AHRENS, WILLIAM & BRANDY FARMS LLC 10320 N. WEEPING WATER RD WEEPING WATER NE 00163	08-11-13 SE1/4 160 160.000 ACRES

**DESIGNATION OF AGENT AND CONSENT TO FILE CONDITIONAL USE PERMIT  
APPLICATION, SUPPORTING PERMITTING APPLICATIONS AND RELATED  
DOCUMENTS ("Designation of Agent and Consent")**

The undersigned legal owner(s) of record (whether one or more collectively, the "Owner") of the property below (the "Property") hereby confirms that as to the Property, Owner:

- Appoints Boulevard Associates, LLC, and its affiliates, successors and assigns, as Owner's authorized agent under all applicable regulations, including but not limited to Article 7 and Section 8.21 of the Zoning Regulations of Cass County, Nebraska, to file a conditional use permit application and to take such other actions necessary to obtain all permits and governmental approvals necessary to construct and operate a commercial solar energy generation facility on the Property.
- Consents to all such permits and governmental approvals necessary to construct and operate a commercial solar energy generation facility on the Property.

Signature: Kenneth Ahrens

Printed Name: Kenneth Ahrens

Date: 5-29-22

**Property Description: Parcels:**

Perm ID	Name	Legal
0130155241	AHRENS KENNETH L & PEGGY L 11202 HOBBS LANE DR KEEPING WATER NE 00463	17-11-13 NE1/4 E C 13 145 19 145 190 ACRES

(The above space for use of Register of Deeds.)

**PREPARED BY AND RETURN TO:**

Suze Flourens-Courtney, Esq.  
NextEra Energy Resources, LLC  
700 Universe Boulevard, LAW/JB  
Juno Beach, Florida 33408

**MEMORANDUM OF OPTION AGREEMENT**

THIS MEMORANDUM OF OPTION AGREEMENT is made this 12<sup>th</sup>  
day of July, 2024 ("Effective Date"), by and between Wehrbein  
Land Company, a Nebraska partnership with an address of 5014 Highway 66, Plattsmouth, NE  
68048 ("Seller") and Cass County Solar Nebraska, LLC, a Delaware limited liability company,  
whose address is 700 Universe Boulevard, Juno Beach, FL 33408, Attn: Land Services  
("Purchaser").

**WITNESSETH**

THAT, by that certain Real Estate Purchase Option Agreement of even date  
herewith by and between Seller and Purchaser (the "Agreement"), Seller has granted to  
Purchaser, and Purchaser has acquired from Seller, an exclusive option to acquire the real estate  
described on Exhibit A attached hereto and made a part hereof (the "Property") upon the terms  
and subject to the conditions set forth in the Agreement.

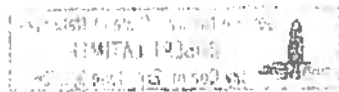
THAT, pursuant to and upon the terms and conditions set forth in the Agreement,  
said option shall expire on 2<sup>nd</sup> anniversary of the commencement date, if not earlier terminated in  
accordance with terms of this Agreement.

THAT, no lease, mortgage, lien or other encumbrance affecting the Property  
which is created or entered into after the Effective Date shall be valid or effective without  
obtaining the prior written consent of Purchaser; all such leases, mortgages, liens and other  
encumbrances shall be void and of no force or effect against Purchaser or Purchaser's interest in  
the Property.

THAT, the covenants and agreements of Seller under the Agreement are covenants running with the land and shall be binding upon Seller, Seller's heirs, representatives, successors and assigns.

THAT, this Memorandum of Option Agreement is executed and recorded in accordance with the terms of the Agreement solely for the purpose of giving notice of the existence thereof and shall not supersede or in any way modify the terms or conditions of the Agreement.

[Signatures on Next Pages]



IN WITNESS WHEREOF, Seller and Purchaser have caused this Memorandum of Option Agreement to be executed as of the date first above written.

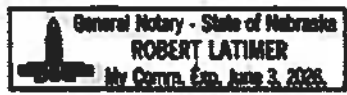
Wehrbein Land Company,  
a Nebraska Partnership

By: *Theodore Wehrbein*  
Theodore Wehrbein, Partner

STATE OF NEBRASKA            )  
  )ss  
COUNTY OF CASS            )

The foregoing instrument was acknowledged before me on the 12<sup>th</sup> day of July, 2024, by Theodore Wehrbein, Partner, of Wehrbein Land Company, a Nebraska Partnership.

*R. S. Latimer*  
Notary Public                    R. S. LATIMER  
My Commission  
Expires: 06/03/2026



IN WITNESS WHEREOF, Seller and Purchaser have caused this Memorandum of Option Agreement to be executed as of the date first above written.

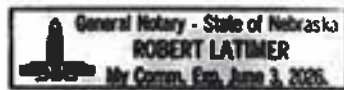
Wehrbein Land Company,  
a Nebraska Partnership

By: Daniel J. Wehrbein  
Daniel J. Wehrbein, Partner

STATE OF NEBRASKA            )  
  )ss  
COUNTY OF CASS                )

The foregoing instrument was acknowledged before me on the 12<sup>th</sup> day of JULY, 2024, by Daniel J. Wehrbein, Partner of Wehrbein Land Company, a Nebraska Partnership.

R. S. Latimer  
Notary Public                    R. S. Latimer  
My Commission  
Expires: 06/03/2026



**Purchaser:**

Cass County Solar Nebraska, LLC,  
a Delaware limited liability company

By: *Anthony Pedroni*  
Anthony Pedroni, Vice President

**ACKNOWLEDGEMENT**

STATE OF FLORIDA            )  
  ) ss  
COUNTY OF PALM BEACH    )

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 12 day of July, 2024 by Anthony Pedroni, Vice President of Cass County Solar Nebraska, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

(notary seal)

*Kim L. Otto*  
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: 3/29/2028



**EXHIBIT A**

**TO MEMORANDUM OF OPTION AGREEMENT**

**Legal Description of Property**

East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$ ); Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ ); North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ ) and the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section 9, Township 11 North, Range 13 East of the 6<sup>th</sup> P.M., Cass County, Nebraska.

LESS and EXCEPT Lot 3 in the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$ ) of said Section 9.

*[The Parties agree to substitute a legal description from the Survey and Title Insurer prior to Closing].*



FILED  
CASS COUNTY, NE.

2021 AUG 19 AM 11:06

INSTRUMENT NUMBER

2021-05293

*Laura K. Blum*  
REGISTER OF DEEDS

779 \$46<sup>00</sup>

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**SPACE ABOVE FOR RECORDER'S USE ONLY**

**When recorded return to:**

Joshua Escoto, Esq.  
NextEra Energy Resources  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 33408  
(561) 694-4678

**MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT**

THIS MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is dated this 15<sup>th</sup> day of July, 2021 ("**Effective Date**"), by and between Linda K. Polzin, Trustee of the Linda K. Polzin Living Trust dated August 22, 2006; and Kenneth F. Polzin, Trustee of the Kenneth F. Polzin Living Trust dated August 22, 2006 with an address of 301 N. Taylor Avenue, Murray, NE 68409 (collectively the "**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company, with an address of: 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

**RECITALS**

WHEREAS, the Parties entered into a Solar Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and Easements over and across certain real property located in Cass County, Nebraska, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of three (3) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional two (2) years ("**Extended Option Term**"). References herein to the "**Option Term**" shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and the Parties shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between the Parties leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, installing energy storage facilities, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty (20) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two consecutive terms of ten (10) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between the Parties grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for audio, visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the

Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

[Signatures on Next Pages]

EXECUTED on the date set forth below.

Owner:

The Linda K. Polzin Living Trust  
dated August 22, 2006

By: Linda K. Polzin  
Linda K. Polzin, Trustee

**ACKNOWLEDGEMENT**

STATE OF NEBRASKA )  
Lincoln ) ss:  
COUNTY OF ~~CASS~~ )

On June 14, <sup>2021</sup>~~2020~~, before me, the undersigned notary public, personally appeared Linda K. Polzin, Trustee of the Linda K. Polzin Living Trust dated August 22, 2006, personally known to me to be the persons who subscribed to the foregoing instrument and acknowledged that they executed the same on behalf of said Trust and that they were duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)

Anne E Schuff  
NOTARY PUBLIC, STATE OF NEBRASKA

My commission expires: June 4, 2024



EXECUTED on the date set forth below.

Owner:

The Kenneth F. Polzin Living Trust  
dated August 22, 2006

By: *Kenneth F. Polzin*  
Kenneth F. Polzin, Trustee

**ACKNOWLEDGEMENT**

STATE OF NEBRASKA )

*Lincoln* ) ss:  
COUNTY OF CASS )

On *June 14*, <sup>*2021*</sup>~~2020~~, before me, the undersigned notary public, personally appeared Kenneth F. Polzin, Trustee of the Kenneth F. Polzin Living Trust dated August 22, 2006, personally known to me to be the persons who subscribed to the foregoing instrument and acknowledged that they executed the same on behalf of said Trust and that they were duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)

*Anne E. Schuff*  
NOTARY PUBLIC, STATE OF NEBRASKA  
My commission expires: *June 4, 2024*



EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC  
a Delaware limited liability company

By:   
Anthony Pedroni, Vice President

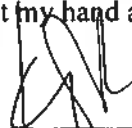
**ACKNOWLEDGEMENT**

STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF PALM BEACH        )

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 15 day of July, ~~2021~~ 2020 by Anthony Pedroni, as Vice President of Boulevard Associates, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)

  
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: \_\_\_\_\_



**EXHIBIT A**

**Legal Description of Owner's Property**

The South Half (S½) of Section 3, Township 11 North, Range 13 East of the 6th P.M., Cass County, Nebraska; except Tax Lot 1 described as beginning at the Southeast corner of said Section 3; thence West 600.0' along the South line of said Section 3; thence North 363.0' on a line parallel to the East line of said Section 3; thence East 600.0' to a point on the section line; thence South 363.0' to the point of beginning containing a calculated area of 5.0 acres in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of said Section 3.

QLA: 8616

*Shauna K. Holmeier*

REGISTER OF DEEDS  
# 2022-03204 \$40.00  
Pages: 6

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***SPACE ABOVE FOR RECORDER'S USE ONLY***

**When recorded return to:**  
Orin Shakerdge  
NextEra Energy Resources  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 33408  
(561) 694-4678

**MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT**

THIS MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is dated this 7 day of June, 2022 ("**Effective Date**"), by and between Rodney D. Rhoden, as Trustee of the Rodney D. Rhoden Trust dated December 23, 2011 with an address of 4111 South 144<sup>th</sup> Street, Omaha, NE 68137 ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company, with an address of: 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

**RECITALS**

WHEREAS, the Parties entered into a Solar Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and Easements over and across certain real property located in Cass County, Nebraska, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and



conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of three (3) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional two (2) years ("**Extended Option Term**"). References herein to the "**Option Term**" shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and the Parties shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between the Parties leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, installing energy storage facilities, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty (20) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of ten (10) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between the Parties grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for audio, visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the

Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

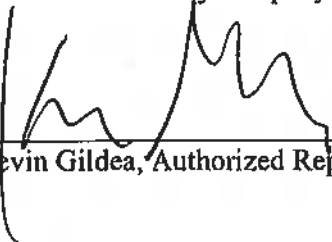
[Signatures on Next Pages]



EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC  
a Delaware limited liability company

By:   
Kevin Gildea, Authorized Representative

**ACKNOWLEDGEMENT**

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 7 day of June, 2022 by Kevin Gildea, as Authorized Representative of Boulevard Associates, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

(notary seal)



NOTARY PUBLIC, STATE OF FLORIDA

Kim L. Otto

My commission expires: 64936070

3/28/2024



**EXHIBIT A**

**Legal Description of Owner's Property**

**Parcel 1**

East Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section 9, Township 11 North, Range 13 East of the 6<sup>th</sup> P.M., Cass County, Nebraska.

**Parcel 2**

Northeast Quarter (NE $\frac{1}{4}$ ) of Section 16, Township 11 North, Range 13 East of the 6<sup>th</sup> P.M., Cass County, Nebraska.

**Parcel 3**

The East Half of the Northwest Quarter of Section 15, Township 11 North, Range 13 East of the 6<sup>th</sup> P.M., Cass County, Nebraska.

FILED  
CASS COUNTY, NE.

2021 JUN 23 AM 11:38

INSTRUMENT NUMBER

2021-04169

Donna K. Plimmon  
REGISTER OF DEEDS

6 pg \$40<sup>00</sup>

---

**SPACE ABOVE FOR RECORDER'S USE ONLY**

**When recorded return to:**

Joshua Escoto, Esq.  
NextEra Energy Resources  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 33408

**MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT**

THIS MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated this 5 day of May, 2021 ("Effective Date"), by and between Engelkemier Farms, LLC, a Nebraska limited liability company with an address of 5444 West 150<sup>th</sup> Terrace, Shawnee Mission, KS 66224 ("Owner") and Boulevard Associates, LLC, a Delaware limited liability company, with an address of: 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("Operator"). Each of Owner and Operator shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into a Solar Lease and Easement Agreement dated as of the Effective Date ("Agreement"), by which Owner granted to Operator an exclusive option ("Option") for a Lease and Easements over and across certain real property located in Cass County, Nebraska, described on the attached Exhibit A as the "Owner's Property".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and

conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of three (3) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional two (2) years ("**Extended Option Term**"). References herein to the "**Option Term**" shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and the Parties shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between the Parties leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, installing energy storage facilities, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty (20) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two consecutive terms of ten (10) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between the Parties grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for audio, visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the

Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

[Signatures on Next Pages]



EXECUTED on the date set forth below.

Owner:

Engelkemier Farms, LLC  
a Nebraska limited liability company

By: *Larry F. Engelkemier*  
Larry F. Engelkemier, Member

**ACKNOWLEDGEMENT**

STATE OF KANSAS )  
 ) ss:  
COUNTY OF JOHNSON )

On this 21 day of April, 2021, the foregoing instrument was acknowledged before me by Larry F. Engelkemier, in his capacity as Member of Engelkemier Farms, LLC, a Nebraska limited liability company, on behalf of the company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)

ANGELA C. HOLLAND  
Notary Public - State of Kansas  
My Appt Expires 11-10-22

*Angela C. Holland*  
NOTARY PUBLIC, STATE OF KANSAS

My commission expires:

ANGELA C. HOLLAND  
Notary Public - State of Kansas  
My Appt Expires 11-10-22

EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC  
a Delaware limited liability company

By: Anthony Pedroni  
Anthony Pedroni, Vice President

**ACKNOWLEDGEMENT**

STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF PALM BEACH         )

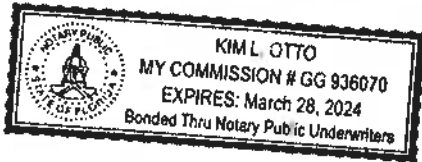
Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 5th day of May, 2021 by Anthony Pedroni, as Vice President of Boulevard Associates, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

[Signature]

(notary seal)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: \_\_\_\_\_



**EXHIBIT A**

**Legal Description of Owner's Property**

**Parcel 1**

Southeast Quarter (SE¼) of Section 9, Township 11, Range 13 East of the 6<sup>th</sup> PM, Cass County, Nebraska.

**Parcel 2**

Southwest Quarter (SW¼) of Section 13, Township 11 North, Range 12, East of the 6<sup>th</sup> PM, in Cass County, Nebraska.

QLA: 8202

*Shawn K. Palmer*

REGISTER OF DEEDS  
# 2021-06205 \$34.00  
Pages: 5

**When recorded return to:**

Joshua Escoto  
NextEra Energy Resources, LLC  
700 Universe Blvd, LAW/JB  
Juno Beach, FL 33408

---

***THIS SPACE FOR RECORDER'S USE ONLY***

**FIRST AMENDEMNT TO OPTION FOR SOLAR LEASE AND EASEMENT  
AGREEMENT**

This First Amendment to Option for Solar Lease and Easement Agreement ("First Amendment") is made and entered as of the 30 day of August, 2021 ("Effective Date"), by and between the Engelkemier Farms, LLC, a Nebraska limited liability company ("Owner") and Boulevard Associates, LLC, a Delaware limited liability company ("Operator"), which are sometimes individually referred to as a "Party" and collectively as the "Parties" and amends that certain Solar Lease and Easement Agreement dated May 5, 2021 (the "Agreement").

1. **Amendment.** Exhibit A-1 to this First Amendment is 160 acres and adds to the 320.00 acres previously acquired by Operator in that certain Solar and Lease Easement Agreement dated May 5, 2021. All parcels on Exhibit A to this Amendment will replace Exhibit A on the Agreement.

2. **Amendments.** To the extent of any conflict between the terms of the Agreement and this and other Amendments, the ("Amendments") the terms of the Amendments shall prevail. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof.

3. **Legal Matters.** This Amendment shall be governed by and interpreted in accordance with the then existing laws of the State of Nebraska and the County where the Property is located shall be considered the proper forum or jurisdiction for any disputes arising in connection with this Amendment. The parties agree to first attempt to settle any dispute arising out of or in connection with this Amendment by good-faith negotiation. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Amendment, each shall have all remedies available at law or in equity and as provided by this Amendment. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the court of competent jurisdiction.**

4. **Severability.** If any term or provision of this Amendment, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Amendment or the application of

such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

5. **Recording/Effect.** The Parties agree that either party may record a copy of this Amendment at its own cost and that this Amendment shall amend both the Agreement and the Memorandum.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single

EXECUTED on the date set forth below.

Owner:

Engelkemier Farms, LLC  
a Nebraska limited liability company

By: *Larry F. Engelkemier*  
Larry F. Engelkemier, Member

**OWNER ACKNOWLEDGEMENT**

*Kansas*  
STATE OF ~~NEBRASKA~~ §  
*Johnson* §  
COUNTY OF ~~CASS~~ §

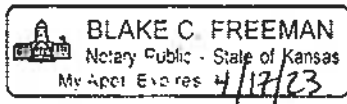
On this 5<sup>th</sup> day of August, 2021, before me, the undersigned notary public, personally appeared Larry F. Engelkemier, Manager of Engelkemier Farms, LLC, a Nebraska limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)

*Blake C. Freeman*  
NOTARY PUBLIC, STATE OF ~~NEBRASKA~~ *Kansas*

My commission expires: 04/17/2023



EXECUTED on the date set forth below.

Operator:

Boulevard Associates, LLC  
a Delaware limited liability company

By: [Signature]  
Kevin Gildea, Authorized Representative

STATE OF FLORIDA           §  
  §  
COUNTY OF PALM BEACH   §

On this 20 day of August, 2021, before me, the undersigned notary public, personally appeared Kevin Gildea, Authorized Representative, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: \_\_\_\_\_



**Exhibit A-1**  
**Legal Description of Property Acquired in the First Amendment**

Southeast Quarter (SE¼) of Section 10, Township 11 North, Range 13 East of the 6<sup>th</sup> P.M., Cass County, Nebraska.

Approximately 160 acres

**EXHIBIT A**

**Legal Description of the Property**

**Parcel 1**

Southeast Quarter (SE $\frac{1}{4}$ ) of Section 9, Township 11 North, Range 13 East of the 6<sup>th</sup> P.M., Cass County, Nebraska.

Approximately 160 acres

**Parcel 2**

Southwest Quarter (SW $\frac{1}{4}$ ) of Section 13, Township 11 North, Range 12, East of the 6<sup>th</sup> P.M., Cass County, Nebraska.

Approximately 160 acres

**Parcel 3**

Southeast Quarter (SE $\frac{1}{4}$ ) of Section 10, Township 11 North, Range 13 East of the 6<sup>th</sup> P.M., Cass County, Nebraska.

Approximately 160 acres

QLA No. 11982



FILED  
CASS COUNTY, NE.

2021 JUL 21 AM 10:38

INSTRUMENT NUMBER

2021-04708  
Dawn K. Blumenthal  
REGISTER OF DEEDS

614 540.00

**SPACE ABOVE FOR RECORDER'S USE ONLY**

**When recorded return to:**

Joshua Escoto, Esq.  
NextEra Energy Resources  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 33408  
(561) 694-4678

**MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT**

THIS MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated this 14<sup>th</sup> day of May, 2021 ("Effective Date"), by and between Arlo D. Cole, Trustee of the Arlo D. Cole Revocable Trust dated July 16, 2012 with an address of 2101 Church Road, Plattsmouth, NE 68048 ("Owner") and Boulevard Associates, LLC, a Delaware limited liability company, with an address of: 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("Operator"). Each of Owner and Operator shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into a Solar Lease and Easement Agreement dated as of the Effective Date ("Agreement"), by which Owner granted to Operator an exclusive option ("Option") for a Lease and Easements over and across certain real property located in Cass County, Nebraska, described on the attached Exhibit A as the "Owner's Property".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and

conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of three (3) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional two (2) years ("**Extended Option Term**"). References herein to the "**Option Term**" shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and the Parties shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between the Parties leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, installing energy storage facilities, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty (20) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two consecutive terms of ten (10) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between the Parties grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for audio, visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the

Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

[Signatures on Next Pages]

EXECUTED on the date set forth below.

Owner:

The Arlo D. Cole Revocable Trust dated July 16, 2012

By: Arlo D. Cole, Trustee  
Arlo D. Cole, Trustee

**ACKNOWLEDGEMENT**

STATE OF NEBRASKA )

) ss:

COUNTY OF ~~CASS~~ )  
Lancaster )

On April 30<sup>th</sup>, 2021, before me, the undersigned notary public, personally appeared Arlo D. Cole, Trustee of the Arlo D. Cole Revocable Trust dated July 16, 2012, personally known to me to be the persons who subscribed to the foregoing instrument and acknowledged that they executed the same on behalf of said Trust and that they were duly authorized so to do.

IN WITNESS WHEREOF I hereunto set my hand and official seal

(notary seal)



Haley Rodriguez  
NOTARY PUBLIC, STATE OF NEBRASKA

Mv commission expires: 12/14/2024

EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC  
a Delaware limited liability company

By: *Anthony Pedroni*  
Anthony Pedroni, Vice President

**ACKNOWLEDGEMENT**

STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF PALM BEACH        )

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 14<sup>th</sup> day of May, 2021 by Anthony Pedroni, as Vice President of Boulevard Associates, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)

*Melanie Howe*  
NOTARY PUBLIC, STATE OF FLORIDA



My commission expires: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of Owner's Property**

The Northeast Quarter (NE¼) of Section 4, Township 11 North, Range 13 East of the 6<sup>th</sup> P.M., Cass County, Nebraska;

Less and except Tax Lot 3 located in the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of said Section 4 more fully described as follows: Referring to the Northeast corner of said Section 4; thence North 90°00'00" West (assumed bearing), along the North line of the NE¼, 898.00' to the true point of beginning; thence South 00°00'00" West, 503.20'; thence North 90°00'00" West, 249.67'; thence North 40°07'17" West, 72.50'; thence North 29°34'56" West, 89.98'; thence North 12°39'41" West, 65.60'; thence North 01°04'38" East, 59.57'; thence North 09°08'33" East, 249.10' to a point on the North line of the NE¼; thence 90°00'00" East, 314.49' to the point of beginning.

QLA: 8226

FILED  
CASS COUNTY, NE.

2021 JUN 23 AM 11:39

INSTRUMENT NUMBER

2021-04170

Deanna K. Blumstein  
REGISTER OF DEEDS

6 P 9 40<sup>00</sup>

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**SPACE ABOVE FOR RECORDER'S USE ONLY**

**When recorded return to:**

Joshua Escoto, Esq.  
NextEra Energy Resources  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 33408

**MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT**

THIS MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated this 4 day of May, 2021 ("Effective Date"), by and between Harold D. Cleberg and Clara M. Cleberg, Trustees of the Harold D. Cleberg Trust dated June 9, 1995 with an address of 2525 Main Street, Kansas City, MO 64108 ("Owner") and Boulevard Associates, LLC, a Delaware limited liability company, with an address of: 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("Operator"). Each of Owner and Operator shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into a Solar Lease and Easement Agreement dated as of the Effective Date ("Agreement"), by which Owner granted to Operator an exclusive option ("Option") for a Lease and Easements over and across certain real property located in Cass County, Nebraska, described on the attached Exhibit A as the "Owner's Property".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and

conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of three (3) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional two (2) years ("**Extended Option Term**"). References herein to the "**Option Term**" shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and the Parties shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between the Parties leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, installing energy storage facilities, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty (20) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two consecutive terms of ten (10) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between the Parties grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for audio, visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the



Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

[Signatures on Next Pages]



EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC  
a Delaware limited liability company

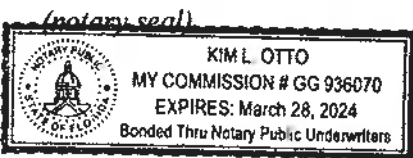
By: *Anthony Pedroni*  
Anthony Pedroni, Vice President

**ACKNOWLEDGEMENT**

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF PALM BEACH    )

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 4 day of May, 2021 by Anthony Pedroni, as Vice President of Boulevard Associates, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



*Kim L. Otto*  
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of Owner's Property**

The Southeast Quarter (SE¼) of Section 4, Township 11 North, Range 13 East of the 6<sup>th</sup> P.M., Cass County, Nebraska.

QLA: 8227

CASS COUNTY, NE.  
2022 March 17 2:25 PM

*Shawn K. Kohlmeier*

REGISTER OF DEEDS  
# 2022-01439 \$46.00  
Pages: 7

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***SPACE ABOVE FOR RECORDER'S USE ONLY***

**When recorded return to:**  
Orin Shakerdge  
NextEra Energy Resources  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 33408  
(561) 694-4678

**MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT**

THIS MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated this 28 day of February, 2022 ("Effective Date"), by and between Stemar Farms, Inc., a Nebraska corporation, with an address of 14817 60<sup>th</sup> Street, Plattsmouth, NE 68048 ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company, with an address of: 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

**RECITALS**

WHEREAS, the Parties entered into a Solar Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and Easements over and across certain real property located in Cass County, Nebraska, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and

conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of three (3) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional term of two (2) years ("**Extended Option Term**"). References herein to the "**Option Term**" shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and the Parties shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between the Parties leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, installing energy storage facilities, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty (20) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of ten (10) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between the Parties grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for audio, visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the

Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

[Signatures on Next Pages]

EXECUTED on the date set forth below.

**Owner:**

Stemar Farms, Inc.,  
a Nebraska corporation

By: Stephen Wehrbein  
Stephen C. Wehrbein, Director

**ACKNOWLEDGEMENT**

STATE OF NEBRASKA            )  
  ) ss:  
COUNTY OF CASS                )

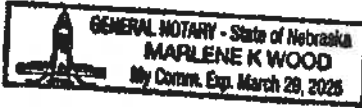
On this 15 day of Feb, 2022, the foregoing instrument was acknowledged before me by Stephen C. Wehrbein, in his capacity as Director on behalf of Stemar Farms, Inc., a Nebraska corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)

Marlene K Wood  
NOTARY PUBLIC, STATE OF NEBRASKA

My commission expires: March 29, 2025



*Handwritten mark*

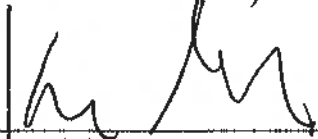




EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC  
a Delaware limited liability company

By:   
Kevin Gildea,  
Authorized Representative

**ACKNOWLEDGEMENT**

STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF PALM BEACH         )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28 day of February, 2022 by Kevin Gildea, as Authorized Representative of Boulevard Associates, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

(notary seal)

  
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: \_\_\_\_\_



**EXHIBIT A**

**Legal Description of Owner's Property**

The East 1,472.6 feet of the Northeast Quarter (NE¼) of Section 10, Township 11 North, Range 13 East of the 6<sup>th</sup> P.M., Cass County, Nebraska, which includes Tax Lot 6, a part of Tax Lot 3, and a part of Tax Lot 4, EXCEPT Tax Lot 7 and Tax Lot 8 said Section 10.

QLA ID: 11807

FILED  
CASS COUNTY, NE.

2021 JUL 21 AM 10: 23

INSTRUMENT NUMBER

2021-04707  
Dawn K. Plummer  
REGISTER OF DEEDS

6/19 340.00

**SPACE ABOVE FOR RECORDER'S USE ONLY**

When recorded return to:  
Joshua Escoto, Esq.  
NextEra Energy Resources  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 33408  
(561) 694-4678

**MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT**

THIS MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated this 14<sup>th</sup> day of MAY, 2021 ("Effective Date"), by and between Cole Seed Farm, Inc., a Nebraska corporation whose address for purposes of notices is: 2101 Church Road, Plattsmouth, NE 68409 ("Owner") and Boulevard Associates, LLC, a Delaware limited liability company, with an address of: 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("Operator"). Each of Owner and Operator shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into a Solar Lease and Easement Agreement dated as of the Effective Date ("Agreement"), by which Owner granted to Operator an exclusive option ("Option") for a Lease and Easements over and across certain real property located in Cass County, Nebraska, described on the attached Exhibit A as the "Owner's Property".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and

conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of three (3) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional two (2) years ("**Extended Option Term**"). References herein to the "**Option Term**" shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and the Parties shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between the Parties leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, installing energy storage facilities, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty (20) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two consecutive terms of ten (10) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between the Parties grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for audio, visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the

Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

[Signatures on Next Pages]



EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC  
a Delaware limited liability company

By: *Anthony Pedroni*  
Anthony Pedroni, Vice President

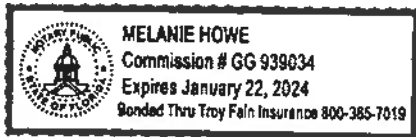
**ACKNOWLEDGEMENT**

STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF PALM BEACH         )

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 14<sup>th</sup> day of MAY, 2021 by Anthony Pedroni, as Vice President of Boulevard Associates, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)



*Melanie Howe*  
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: \_\_\_\_\_



**EXHIBIT A**

**Legal Description of Owner's Property**

West Half of the Northeast Quarter (W½NE¼); and the Northwest Quarter (NW¼) of Section 3, Township 11 North, Range 13 East of the 6<sup>th</sup> P.M., Cass County, Nebraska, EXCEPT a tract containing 1.45 acres in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of said Section 3, more particularly described as follows:

Beginning at a point 1851.0 feet East of the Northwest corner of Section 3-11-13, on an assumed bearing of North 90°00'00" East; thence bearing South 0°33'00" West, a distance of 704.1 feet; thence bearing North 89°27'00" West; a distance of 180.0 feet; thence bearing North 00°33'00" East a distance of 14.0 feet; thence bearing North 89°27'00" North, a distance of 120.0 feet; thence bearing North 00°33'00" East a distance of 120.0 feet; thence bearing North 71°37'31" East, a distance of 296.0 feet; thence bearing North 0° 33'00" East a distance of 473.9 feet, along a line 20 feet Westerly from a parallel to the first described course to a point on the North line of said Section 3; thence bearing North 90°00'00" East along the North line, a distance of 20.0 feet to the point of beginning.

QLA: 8483

**DESIGNATION OF AGENT AND CONSENT TO FILE CONDITIONAL USE PERMIT APPLICATION, SUPPORTING PERMITTING APPLICATIONS AND RELATED DOCUMENTS ("Designation of Agent and Consent")**

The undersigned legal owner(s) of record (whether one or more collectively, the "Owner") of the property below (the "Property") hereby confirms that as to the Property, Owner:

- Appoints Boulevard Associates, LLC, and its affiliates, successors and assigns, as Owner's authorized agent under all applicable regulations, including but not limited to Article 7 and Section 8.21 of the Zoning Regulations of Cass County, Nebraska, to file a conditional use permit application and to take such other actions necessary to obtain all permits and governmental approvals necessary to construct and operate a commercial solar energy generation facility on the Property.
- Consents to all such permits and governmental approvals necessary to construct and operate a commercial solar energy generation facility on the Property.

Signature: *Stephen Hansen*  
 Printed Name: STEPHEN HANSEN  
 Date: 10-12-2023

[Note: Include signature blocks for all owners of record]

Property Description: Parcels:

Tax Statement		
Perm ID	Name	Legal
0130154103	HANSEN HA C/O STEPHEN E HANSEN 521 LINCOLN ST NEHA/KANE 08413	17-11-13 E1/2 SW1/4 EXC HWY (77.50) 77.500 ACRES
0130154482	HANSEN HAL C/O STEPHEN E HANSEN 521 LINCOLN ST NEHA/KANE 08413	20-11-13 W1/2 SE1/4 EXC TUS (77.93) 77.930 ACRES
0130153438	HANSEN HAL C/O STEPHEN E HANSEN 521 LINCOLN ST NEHA/KANE 08413	17-11-13 E1/2 NW1/4 (80) 80.000 ACRES

*Shauna K. Polmeier*

REGISTER OF DEEDS  
# 2022-00222 \$34.00  
Pages: 5

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(The above space for use of Register of Deeds.)

**PREPARED BY AND RETURN TO:**

Orin Shakerdge  
NextEra Energy Resources, LLC  
700 Universe Boulevard, LAW/JB  
Juno Beach, Florida 33408

**MEMORANDUM OF OPTION AGREEMENT**

THIS MEMORANDUM OF OPTION AGREEMENT is made this 24<sup>th</sup> day of September, 2021 ("**Effective Date**"), by and between W Bar 3 Farms, Inc., a Nebraska corporation, with an address of 5014 Highway 66, Plattsmouth, NE 68048 ("**Seller**") and Boulevard Associates, LLC, a Delaware limited liability company, whose address is 700 Universe Boulevard, Juno Beach, FL 33408, Attn: Land Services ("**Purchaser**").

WITNESSETH

THAT, by that certain Real Estate Purchase Option Agreement of even date herewith by and between Seller and Purchaser (the "**Agreement**"), Seller has granted to Purchaser, and Purchaser has acquired from Seller, an exclusive option to acquire the real estate described on **Exhibit A** attached hereto and made a part hereof (the "**Property**") upon the terms and subject to the conditions set forth in the Agreement.

THAT, pursuant to and upon the terms and conditions set forth in the Agreement, said option shall expire on September 23, 2024, if not earlier terminated in accordance with terms of this Agreement.

THAT, no lease, mortgage, lien or other encumbrance affecting the Property which is created or entered into after the Effective Date shall be valid or effective without obtaining the prior written consent of Purchaser; all such leases, mortgages, liens and other

encumbrances shall be void and of no force or effect against Purchaser or Purchaser's interest in the Property.

THAT, the covenants and agreements of Seller under the Agreement are covenants running with the land and shall be binding upon Seller, Seller's heirs, representatives, successors and assigns.

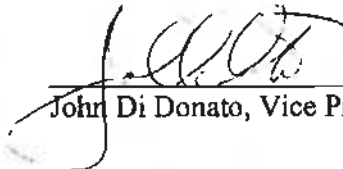
THAT, this Memorandum of Option Agreement is executed and recorded in accordance with the terms of the Agreement solely for the purpose of giving notice of the existence thereof and shall not supersede or in any way modify the terms or conditions of the Agreement.

[Signatures on Next Pages]



**Purchaser:**

Boulevard Associates, LLC,  
a Delaware limited liability company

By:   
John Di Donato, Vice President

**ACKNOWLEDGEMENT**

STATE OF FLORIDA                    )  
  )ss:  
COUNTY OF PALM BEACH        )

On this 24 day of September, 2021, before me, the undersigned notary public, personally appeared John Di Donato, Vice President of Boulevard Associates, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)



  
NOTARY PUBLIC, STATE OF FLORIDA

**EXHIBIT A**

**TO MEMORANDUM OF OPTION AGREEMENT**

**Legal Description of Property**

Northeast Quarter (NE¼) of Section 10, Township 11 North, Range 13 East of the 6<sup>th</sup> P.M., Cass County, Nebraska, which includes a part of Tax Lot 3 and a part of Tax Lot 4, EXCEPT Tax Lot 1, Tax Lot 2, Tax Lot 5 and the East 1,472.6 feet of said Section 10.

*[The Parties agree to substitute a legal description from the Title Insurer prior to Closing].*

*Jaime K. Vollmer*

REGISTER OF DEEDS  
# 2024-00745 \$46.00  
Pages: 7

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SPACE ABOVE FOR RECORDER'S USE ONLY

**When recorded, return to:**  
Orin Shakerdge, Esq.  
NextEra Energy Resources  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 33408  
(561) 694-4678

**PARTICIPATION AGREEMENT**

THIS PARTICIPATION AGREEMENT ("Agreement") is dated this 6 day of March, 2024 ("Effective Date") by and between Michael D. Bland and Jaime L. Bland, husband and wife, with an address of 10383 12<sup>th</sup> St., Murray, NE 68409 ("Owner"), and Cass County Solar Nebraska, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408, and its successors in interests ("Operator"). Owner and Operator are collectively referred to as the "Parties".

RECITALS

- A. Owner is the owner of that certain tract of real property located in Cass County, Nebraska and legally described on **Exhibit A** attached hereto and made a part hereof ("Property").
- B. Operator is the holder of certain lease, easement and other related rights covering real property located adjacent to and/or in the vicinity of the Property to develop, construct and operate a commercial solar energy conversion system, including, but not limited to: solar panels, collection lines, transformers, inverters, substations and access roads, in Cass County, Nebraska (collectively "Project").
- C. Operator desires to have adjacent landowners participate to mutually benefit the Project and the neighboring community.
- D. Owner agrees to grant and convey to Operator an option to acquire an easement for sunlight non-obstruction and an easement for effects on the Property attributable to the Project.



For good and valuable consideration set forth herein, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Option.** Owner grants to Operator an exclusive option ("**Option**") to acquire the Easements (as defined in Section 2 below) in accordance with the following terms and conditions:

(a) The term of the Option shall be for five (5) years, commencing on the Effective Date ("**Option Term**").

(b) Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the date on which the Easements (as defined in Section 2 below) will become effective ("**Commencement Date**").

(c) If Operator fails to exercise the Option within the Option Term, the Option and the rights of Operator as provided herein shall automatically terminate.

2. **Easements.** On the Commencement Date, Owner grants Operator an exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Property as legally described on **Exhibit A**. Owner shall not engage in any activity on the Property that might interfere with the sunlight; cause a decrease in the output or efficiency of any solar panel; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement. Owner further grants to Operator an easement for sounds, visual, light, flicker, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects (collectively "**effects**") on the Property caused or alleged to be caused by the Project. The easements described in this paragraph shall collectively be referred to as "**Easements**".

3. **Cooperation.** Owner agrees not to oppose, in any way, whether directly or indirectly, any application by Operator for a governmental permit, approval, authorization, entitlement or other consent related to the Project at any administrative, judicial, or legislative level. Operator may from time to time and in its discretion seek input from Owner on various aspects of the Project.

4. **Term.** The initial term of the Agreement ("**Initial Easement Term**") shall commence on the Commencement Date and end twenty (20) years after the Commencement Date, subject to the rights of renewal and termination as provided in this Agreement. Operator shall have the right to extend the Initial Easement Term of this Agreement for two (2) consecutive terms of ten (10) years each in accordance with the terms and provisions of this Agreement (collectively "**Extended Easement Term**") by providing written notice to Owner of Operator's intent to extend the Easement Term within one hundred eighty (180) days of the end of the existing Easement Term. Each Extended Easement Term shall begin on the expiration date of the Initial Easement Term or previous Extended Easement Term, as the case may be. The Initial Easement Term and the Extended Easement Term shall collectively be referred to as the "**Easement Term**". If Operator discontinues the operation of the Project, Operator, at its option, shall have the right to terminate this Agreement during the Easement Term of the Agreement. Termination shall be effective thirty (30) days after written notice of such termination to Owner.

Notwithstanding anything to the contrary in this Agreement, in no event shall the initial term of this Agreement be longer than the longest period permitted by applicable law, including Nebraska Revised Statutes section 66-912.01; accordingly, Owner and Operator agree that, with respect to the

time limitations set forth in Nebraska Revised Statutes section 66-912.01, the length of the Initial Easement Term and Extended Easement Term, as well as the Option Term, shall each be treated and measured independent of each other; it being the intent of the Parties that the Term is in compliance with the prescribed statutory time limitations for a "solar agreement" as set forth in Nebraska Revised Statutes section 66-912.01.

5. **Authority.** Owner is the holder of fee simple title to all of the Property, and has the right, without the joinder of any other party, to enter into this Agreement and grant Operator the Easements. Owner agrees to warrant and defend its ownership of the Property and Operator's interest in this Agreement against any other party claiming to have any ownership interest in or other claim to the Property.

6. **Decommissioning.** Operator shall comply with all applicable laws, rules, and regulations related to decommissioning the Project, including, without limitation, those decommissioning requirements in the Zoning Regulations of Cass County, Nebraska (the "**Regulations**"). Pursuant to the Regulations, decommissioning will include, and will not be limited to, removal of all Project structures and foundations, restoration of soil and vegetation and financial security for the same.

7. **Setbacks.** Project solar panels and equipment (excluding fencing and visual screening) shall be setback no less than two hundred (200) feet from the approximate center of any residence on the Property.

8. **Visual Screening.** Operator will construct and maintain adequate visual screening [along the portion of the perimeter of the property containing the Project that abuts a residential use on the Property, for a distance equal to the parallel wall of the residence, plus one hundred (100) feet in both directions, or until the property line meets a public right-of-way, whichever comes first] [along the perimeter of the property containing the Project that runs along the entire length of the west side of the Property].

9. **Tree Line.** Owner reserves the right to plant any variety of tree or vegetation at any location on the Property at any time during either the Option Term or the Easement Term and Operator hereby consents to such tree or vegetation planting activity and will not attempt to hold Owner liable for a violation of the Easement by virtue of such tree or vegetation installation.

10. **Assignment.** This Agreement shall run with the Property and be binding upon and inure to the benefit of the Parties, together with their mortgagees and tenants, and their respective successors, assigns, heirs and personal representatives, or any persons or entities claiming by or through them. Owner may freely assign its rights and obligations under this Agreement without Operator's prior written consent; provided, however, that Owner's rights and obligations under this Agreement run with the land and assignee assumes the same. Operator may freely assign its rights and obligations under this Agreement.

11. **Reserved Uses.** Owner reserves the right to use the Property for all other purposes not granted to Operator under this Agreement, including residential, ranching and agricultural uses, and all recreational uses, provided that no such other use interferes with the Easements.

12. **Release.** Owner hereby releases Operator from any and all claims for damages arising from any injury or harm or conditions resulting from commercially reasonable operations of the Project related to the Property, including but not limited to, any harm or loss due to nuisance, trespass, disturbance, effects, diminishment of the value of the Property, proximity of the Project to Owner's Property and/or residence, diminishment or interference with the ability to use or enjoy the Property, and any other injury or harm, of whatever kind or character resulting from commercially reasonable operations of the Project, to persons or property, whether now known or unknown, or which may appear or develop in the future, caused or alleged to be caused by the Project or by Operator, its parent companies, affiliates, successors, assigns, whether claimed or not claimed, or which hereafter might be brought by Owner or any of their successors and assigns.

13. **Indemnification.** Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party (the "Indemnified Party") from and against any and all third party claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consulting fees, court costs and litigation expenses (each a, "Claim") suffered or incurred by such Indemnified Party, arising from the breach of this Agreement, or the negligence, intentional misconduct, or violation of laws or regulations with respect to the Property or the Project by the Indemnifying Party. In no event shall either Party be liable to the other Party to the extent any Claim is caused by, arising from or contributed by the negligence or intentional misconduct of such other Party thereof.

14. **Governing Law.** Operator shall comply with valid laws applicable to the Property and Owner shall not be liable in the event that Operator violates a law relating to the Easements on the Property. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Nebraska. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. **Each party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the court of competent jurisdiction.**

15. **Modification.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement thereof is sought.

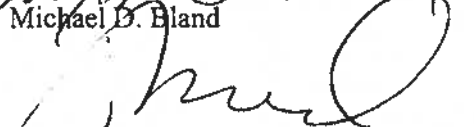
16. **Compensation.** As consideration for this Agreement, Operator shall pay Owner ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, and as set forth in a separate Compensation Agreement. The Parties acknowledge and agree that the Compensation Agreement shall not be recorded with the Cass County Register of Deeds, and that separating the Compensation Agreement from this Agreement prior to recording does not in any way affect the validity of this Agreement.

[Signatures on Next Pages]

EXECUTED effective the day and year set forth below.

Owner:

  
Michael D. Bland

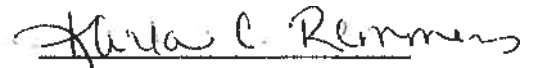
  
Jaime L. Bland

**ACKNOWLEDGEMENT**

STATE OF NEBRASKA                    )  
  ) ss:  
COUNTY OF Cass                    )

The forgoing instrument was acknowledged before me this 15<sup>th</sup> day of February, <sup>2024</sup>~~2023~~,  
by Michael D. Bland and Jaime L. Bland, husband and wife.

My Commission expires: 7/15/27

  
Notary Public





**EXHIBIT A**

**Legal Description of Property**

Lot 15R, a Replat of Lots 13, 14 and 15, Lindean Estates, located in the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section 11, Township 11 North, Range 13 East of the 6th P.M., Cass County, Nebraska

Approximately 9 acres

QLA ID: 21989

CASS COUNTY, NE.  
2024 March 26 8:10 AM

*Jaime K. Palmer*

REGISTER OF DEEDS  
# 2024-00974 \$46.00  
Pages: 7

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**SPACE ABOVE FOR RECORDER'S USE ONLY**

**When recorded, return to:**  
Orin Shakerdge, Esq.  
NextEra Energy Resources  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 33408  
(561) 694-4678

**PARTICIPATION AGREEMENT**

THIS PARTICIPATION AGREEMENT ("**Agreement**") is dated this 22 day of March 2024 ("**Effective Date**") by and between Scatter Joy Acres, a Nebraska non profit corporation, with an address of 4107 Waverly Rd., Murray, NE 68409 ("**Owner**"), and Cass County Solar Nebraska, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408, and its successors in interests ("**Operator**"). Owner and Operator are collectively referred to as the "**Parties**".

**RECITALS**

A. Owner is the owner of that certain tract of real property located in Cass County, Nebraska and legally described on **Exhibit A** attached hereto and made a part hereof ("**Property**").

B. Operator is the holder of certain lease, easement and other related rights covering real property located adjacent to and/or in the vicinity of the Property to develop, construct and operate a commercial solar energy conversion system, including, but not limited to: solar panels, collection lines, transformers, inverters, substations and access roads, in Cass County, Nebraska (collectively "**Project**").

C. Operator desires to have adjacent landowners participate to mutually benefit the Project and the neighboring community.

D. Owner agrees to grant and convey to Operator an option to acquire an easement for sunlight non-obstruction and an easement for effects on the Property attributable to the Project.

For good and valuable consideration set forth herein, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Option.** Owner grants to Operator an exclusive option ("**Option**") to acquire the Easements (as defined in Section 2 below) in accordance with the following terms and conditions:

(a) The term of the Option shall be for five (5) years, commencing on the Effective Date ("**Option Term**").

(b) Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the date on which the Easements (as defined in Section 2 below) will become effective ("**Commencement Date**").

(c) If Operator fails to exercise the Option within the Option Term, the Option and the rights of Operator as provided herein shall automatically terminate.

2. **Easements.** On the Commencement Date, Owner grants Operator an exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Property as legally described on Exhibit A. Owner shall not engage in any activity on the Property that might interfere with the sunlight; cause a decrease in the output or efficiency of any solar panel; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement. Owner further grants to Operator an easement for sounds, visual, light, flicker, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects (collectively "**effects**") on the Property caused or alleged to be caused by the Project. The easements described in this paragraph shall collectively be referred to as "**Easements**".

3. **Cooperation.** Owner agrees not to oppose, in any way, whether directly or indirectly, any application by Operator for a governmental permit, approval, authorization, entitlement or other consent related to the Project at any administrative, judicial, or legislative level. Operator may from time to time and in its discretion seek input from Owner on various aspects of the Project.

4. **Term.** The initial term of the Agreement ("**Initial Easement Term**") shall commence on the Commencement Date and end twenty (20) years after the Commencement Date, subject to the rights of renewal and termination as provided in this Agreement. Operator shall have the right to extend the Initial Easement Term of this Agreement for two (2) consecutive terms of ten (10) years each in accordance with the terms and provisions of this Agreement (collectively "**Extended Easement Term**") by providing written notice to Owner of Operator's intent to extend the Easement Term within one hundred eighty (180) days of the end of the existing Easement Term. Each Extended Easement Term shall begin on the expiration date of the Initial Easement Term or previous Extended Easement Term, as the case may be. The Initial Easement Term and the Extended Easement Term shall collectively be referred to as the "**Easement Term**". If Operator discontinues the operation of the Project, Operator, at its option, shall have the right to terminate this Agreement during the Easement Term of the Agreement. Termination shall be effective thirty (30) days after written notice of such termination to Owner.

Notwithstanding anything to the contrary in this Agreement, in no event shall the initial term of this Agreement be longer than the longest period permitted by applicable law, including Nebraska Revised Statutes section 66-912.01; accordingly, Owner and Operator agree that, with respect to the



time limitations set forth in Nebraska Revised Statutes section 66-912.01, the length of the Initial Easement Term and Extended Easement Term, as well as the Option Term, shall each be treated and measured independent of each other; it being the intent of the Parties that the Term is in compliance with the prescribed statutory time limitations for a "solar agreement" as set forth in Nebraska Revised Statutes section 66-912.01.

5. **Authority.** Owner is the holder of fee simple title to all of the Property, and has the right, without the joinder of any other party, to enter into this Agreement and grant Operator the Easements. Owner agrees to warrant and defend its ownership of the Property and Operator's interest in this Agreement against any other party claiming to have any ownership interest in or other claim to the Property.

6. **Decommissioning.** Operator shall comply with all applicable laws, rules, and regulations related to decommissioning the Project, including, without limitation, those decommissioning requirements in the Zoning Regulations of Cass County, Nebraska (the "Regulations"). Pursuant to the Regulations, decommissioning will include, and will not be limited to, removal of all Project structures and foundations, restoration of soil and vegetation and financial security for the same.

7. **Setbacks.** Project solar panels and equipment (excluding fencing and visual screening) shall be setback no less than two hundred (200) feet from the approximate center of any residence on the Property.

8. **Visual Screening.** Operator will construct and maintain adequate visual screening along the portion of the perimeter of the property containing the Project that abuts a residential use on the Property, for a distance equal to the parallel wall of the residence, plus one hundred (100) feet in both directions, or until the property line meets a public right-of-way, whichever comes first.

9. **Tree Line.** Owner reserves the right to plant any variety of tree or vegetation at any location on the Property at any time during either the Option Term or the Easement Term and Operator hereby consents to such tree or vegetation planting activity and will not attempt to hold Owner liable for a violation of the Easement by virtue of such tree or vegetation installation.

10. **Assignment.** This Agreement shall run with the Property and be binding upon and inure to the benefit of the Parties, together with their mortgagees and tenants, and their respective successors, assigns, heirs and personal representatives, or any persons or entities claiming by or through them. Owner may freely assign its rights and obligations under this Agreement without Operator's prior written consent; provided, however, that Owner's rights and obligations under this Agreement run with the land and assignee assumes the same. Operator may freely assign its rights and obligations under this Agreement.

11. **Reserved Uses.** Owner reserves the right to use the Property for all other purposes not granted to Operator under this Agreement, including residential, ranching and agricultural uses, and all recreational uses, provided that no such other use interferes with the Easements.

12. **Release.** Owner hereby releases Operator from any and all claims for damages arising from any injury or harm or conditions resulting from commercially reasonable operations of the Project

related to the Property, including but not limited to, any harm or loss due to nuisance, trespass, disturbance, effects, diminishment of the value of the Property, proximity of the Project to Owner's Property and/or residence, diminishment or interference with the ability to use or enjoy the Property, and any other injury or harm, of whatever kind or character resulting from commercially reasonable operations of the Project, to persons or property, whether now known or unknown, or which may appear or develop in the future, caused or alleged to be caused by the Project or by Operator, its parent companies, affiliates, successors, assigns, whether claimed or not claimed, or which hereafter might be brought by Owner or any of their successors and assigns.

13. **Indemnification**. Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party (the "**Indemnified Party**") from and against any and all third party claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consulting fees, court costs and litigation expenses (each a, "**Claim**") suffered or incurred by such Indemnified Party, arising from the breach of this Agreement, or the negligence, intentional misconduct, or violation of laws or regulations with respect to the Property or the Project by the Indemnifying Party. In no event shall either Party be liable to the other Party to the extent any Claim is caused by, arising from or contributed by the negligence or intentional misconduct of such other Party thereof.

14. **Governing Law**. Operator shall comply with valid laws applicable to the Property and Owner shall not be liable in the event that Operator violates a law relating to the Easements on the Property. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Nebraska. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. **Each party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the court of competent jurisdiction.**

15. **Modification**. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement thereof is sought.

16. **Compensation**. As consideration for this Agreement, Operator shall pay Owner ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, and as set forth in a separate Compensation Agreement. The Parties acknowledge and agree that the Compensation Agreement shall not be recorded with the Cass County Register of Deeds, and that separating the Compensation Agreement from this Agreement prior to recording does not in any way affect the validity of this Agreement.

[Signatures on Next Pages]



EXECUTED effective the day and year set forth below.

**Operator:**

Cass County Solar Nebraska, LLC,  
a Delaware limited liability company

By:   
Anthony Pedroni, Vice President

**ACKNOWLEDGEMENT**

STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF PALM BEACH         )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 20 day of March, 2024 by Anthony Pedroni, as Vice President of Cass County Solar Nebraska, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification

(notary seal)

  
NOTARY PUBLIC, STATE OF FLORIDA



**EXHIBIT A**

**Legal Description of Property**

Tax Lot 3 in the North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ ) of Section 17, Township 11 North,  
Range 13 East of the 6<sup>th</sup> P.M., Cass County, Nebraska

Approximately 15 acres

QLA ID: 23246

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**SPACE ABOVE FOR RECORDER'S USE ONLY**

**When recorded, return to:**  
Orin Shakerdge, Esq.  
NextEra Energy Resources  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 33408  
(561) 694-4678

**PARTICIPATION AGREEMENT**

THIS PARTICIPATION AGREEMENT ("**Agreement**") is dated this 30 day of May, 2024 ("**Effective Date**") by and between Douglas R. Wehrbein and Karelene M. Wehrbein, as joint tenants with right of survivorship, with an address of 2615 Mill Rd., Plattsmouth, NE 68048 ("**Owner**"), and Cass County Solar Nebraska, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408, and its successors in interests ("**Operator**"). Owner and Operator are collectively referred to as the "**Parties**".

**RECITALS**

A. Owner is the owner of that certain tract of real property located in Cass County, Nebraska and legally described on **Exhibit A** attached hereto and made a part hereof ("**Property**").

B. Operator is the holder of certain lease, easement and other related rights covering real property located adjacent to and/or in the vicinity of the Property to develop, construct and operate a commercial solar energy conversion system, including, but not limited to: solar panels, collection lines, transformers, inverters, substations and access roads, in Cass County, Nebraska (collectively "**Project**").

C. Operator desires to have adjacent landowners participate to mutually benefit the Project and the neighboring community.

D. Owner agrees to grant and convey to Operator an option to acquire an easement for sunlight non-obstruction and an easement for effects on the Property attributable to the Project.

For good and valuable consideration set forth herein, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Option.** Owner grants to Operator an exclusive option ("**Option**") to acquire the Easements (as defined in Section 2 below) in accordance with the following terms and conditions:

(a) The term of the Option shall be for five (5) years, commencing on the Effective Date ("**Option Term**").

(b) Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the date on which the Easements (as defined in Section 2 below) will become effective ("**Commencement Date**").

(c) If Operator fails to exercise the Option within the Option Term, the Option and the rights of Operator as provided herein shall automatically terminate.

2. **Easements.** On the Commencement Date, Owner grants Operator an exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Property as legally described on **Exhibit A**. Owner shall not engage in any activity on the Property that might interfere with the sunlight; cause a decrease in the output or efficiency of any solar panel; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement. Owner further grants to Operator an easement for sounds, visual, light, flicker, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects (collectively "**effects**") on the Property caused or alleged to be caused by the Project. The easements described in this paragraph shall collectively be referred to as "**Easements**".

3. **Cooperation.** Owner agrees not to oppose, in any way, whether directly or indirectly, any application by Operator for a governmental permit, approval, authorization, entitlement or other consent related to the Project at any administrative, judicial, or legislative level. Operator may from time to time and in its discretion seek input from Owner on various aspects of the Project.

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Notwithstanding anything to the contrary in this Agreement, in no event shall the initial term of this Agreement be longer than the longest period permitted by applicable law, including Nebraska Revised Statutes section 66-912.01; accordingly, Owner and Operator agree that, with respect to the

time limitations set forth in Nebraska Revised Statutes section 66-912.01, the length of the Initial Easement Term and Extended Easement Term, as well as the Option Term, shall each be treated and measured independent of each other; it being the intent of the Parties that the Term is in compliance with the prescribed statutory time limitations for a "solar agreement" as set forth in Nebraska Revised Statutes section 66-912.01.

5. **Authority.** Owner is the holder of fee simple title to all of the Property, and has the right, without the joinder of any other party, to enter into this Agreement and grant Operator the Easements. Owner agrees to warrant and defend its ownership of the Property and Operator's interest in this Agreement against any other party claiming to have any ownership interest in or other claim to the Property.

6. **Decommissioning.** Operator shall comply with all applicable laws, rules, and regulations related to decommissioning the Project, including, without limitation, those decommissioning requirements in the Zoning Regulations of Cass County, Nebraska (the "Regulations"). Pursuant to the Regulations, decommissioning will include, and will not be limited to, removal of all Project structures and foundations, restoration of soil and vegetation and financial security for the same.

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10. **Assignment.** This Agreement shall run with the Property and be binding upon and inure to the benefit of the Parties, together with their mortgagees and tenants, and their respective successors, assigns, heirs and personal representatives, or any persons or entities claiming by or through them. Owner may freely assign its rights and obligations under this Agreement without Operator's prior written consent; provided, however, that Owner's rights and obligations under this Agreement run with the land and assignee assumes the same. Operator may freely assign its rights and obligations under this Agreement.

11. **Reserved Uses.** Owner reserves the right to use the Property for all other purposes not granted to Operator under this Agreement, including residential, ranching and agricultural uses, and all recreational uses, provided that no such other use interferes with the Easements.

12. **Release.** Owner hereby releases Operator from any and all claims for damages arising from any injury or harm or conditions resulting from commercially reasonable operations of the Project



related to the Property, including but not limited to, any harm or loss due to nuisance, trespass, disturbance, effects, diminishment of the value of the Property, proximity of the Project to Owner's Property and/or residence, diminishment or interference with the ability to use or enjoy the Property, and any other injury or harm, of whatever kind or character resulting from commercially reasonable operations of the Project, to persons or property, whether now known or unknown, or which may appear or develop in the future, caused or alleged to be caused by the Project or by Operator, its parent companies, affiliates, successors, assigns, whether claimed or not claimed, or which hereafter might be brought by Owner or any of their successors and assigns.

13. **Indemnification.** Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party (the "Indemnified Party") from and against any and all third party claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consulting fees, court costs and litigation expenses (each a, "Claim") suffered or incurred by such Indemnified Party, arising from the breach of this Agreement, or the negligence, intentional misconduct, or violation of laws or regulations with respect to the Property or the Project by the Indemnifying Party. In no event shall either Party be liable to the other Party to the extent any Claim is caused by, arising from or contributed by the negligence or intentional misconduct of such other Party thereof.

14. **Governing Law.** Operator shall comply with valid laws applicable to the Property and Owner shall not be liable in the event that Operator violates a law relating to the Easements on the Property. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Nebraska. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. **Each party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the court of competent jurisdiction.**

15. **Modification.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement thereof is sought.

16. **Compensation.** As consideration for this Agreement, Operator shall pay Owner ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, and as set forth in a separate Compensation Agreement. The Parties acknowledge and agree that the Compensation Agreement shall not be recorded with the Cass County Register of Deeds, and that separating the Compensation Agreement from this Agreement prior to recording does not in any way affect the validity of this Agreement.

[Signatures on Next Pages]

EXECUTED effective the day and year set forth below.

Owner:

Douglas R. Wehrbein  
Douglas R. Wehrbein

Karelene M. Wehrbein  
Karelene M. Wehrbein

**ACKNOWLEDGEMENT**

STATE OF NEBRASKA            )  
  ) ss:  
COUNTY OF CASS            )

The forgoing instrument was acknowledged before me this 14 day of May, 2024,  
by Douglas R. Wehrbein and Karelene M. Wehrbein.

My Commission expires: 10-26-2026

Jacob L. Weldon  
Notary Public



EXECUTED effective the day and year set forth below.

Operator:

Cass County Solar Nebraska, LLC,  
a Delaware limited liability company

By: *Anthony Pedroni*  
Anthony Pedroni, Vice President

**ACKNOWLEDGEMENT**

STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF PALM BEACH         )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 30 day of May, 2024 by Anthony Pedroni, as Vice President of Cass County Solar Nebraska, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification

(notary seal)



*Jennifer Reynoso*  
NOTARY PUBLIC, STATE OF FLORIDA

EXHIBIT A

Legal Description of Property

Tax Lot 3-A, a tract of land located in the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Nine (9), Township Eleven (11) North, Range Thirteen (13) East of the 6th P.M., Cass County, Nebraska, more fully described as follows: Beginning at the Northeast (NE) Corner of said Section Nine (9); thence South 0°00'00" West (W) (assumed bearing), along the East line of the Northeast Quarter (NE1/4) 527.00'; thence South 80°10'00" West (W) 811.56'; thence North (N) 4°11'00" West (W) 666.34' to a point on the North (N) line of the Northeast Quarter (NE1/4); thence North (N) 89°55'49" East (E) along said North (N) line 848.25' to the point of beginning, containing a calculated area of 11.31 acres more or less.

Approximately 11 acres

QLA ID: 23249

CASS COUNTY, NE.  
2024 April 25 2:31 PM

*Shawn K. Belmeier*

REGISTER OF DEEDS  
# 2024-01459 \$46.00  
Pages: 7

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**SPACE ABOVE FOR RECORDER'S USE ONLY**

**When recorded, return to:**  
Orin Shakerdge, Esq.  
NextEra Energy Resources  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 33408  
(561) 694-4678

**PARTICIPATION AGREEMENT**

THIS PARTICIPATION AGREEMENT ("Agreement") is dated this 24 day of April, 2024 ("Effective Date") by and between Robert J. Lowe and Wendy E. Lowe, husband and wife, with an address of 10831 12<sup>th</sup> St., Murray, NE 68409 ("Owner"), and Cass County Solar Nebraska, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408, and its successors in interests ("Operator"). Owner and Operator are collectively referred to as the "Parties".

**RECITALS**

- A. Owner is the owner of that certain tract of real property located in Cass County, Nebraska and legally described on **Exhibit A** attached hereto and made a part hereof ("**Property**").
- B. Operator is the holder of certain lease, easement and other related rights covering real property located adjacent to and/or in the vicinity of the Property to develop, construct and operate a commercial solar energy conversion system, including, but not limited to: solar panels, collection lines, transformers, inverters, substations and access roads, in Cass County, Nebraska (collectively "**Project**").
- C. Operator desires to have adjacent landowners participate to mutually benefit the Project and the neighboring community.
- D. Owner agrees to grant and convey to Operator an option to acquire an easement for sunlight non-obstruction and an easement for effects on the Property attributable to the Project.

For good and valuable consideration set forth herein, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Option.** Owner grants to Operator an exclusive option ("**Option**") to acquire the Easements (as defined in Section 2 below) in accordance with the following terms and conditions:

(a) The term of the Option shall be for five (5) years, commencing on the Effective Date ("**Option Term**").

(b) Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the date on which the Easements (as defined in Section 2 below) will become effective ("**Commencement Date**").

(c) If Operator fails to exercise the Option within the Option Term, the Option and the rights of Operator as provided herein shall automatically terminate.

2. **Easements.** On the Commencement Date, Owner grants Operator an exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Property as legally described on **Exhibit A**. Owner shall not engage in any activity on the Property that might interfere with the sunlight; cause a decrease in the output or efficiency of any solar panel; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement. Owner further grants to Operator an easement for sounds, visual, light, flicker, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects (collectively "**effects**") on the Property caused or alleged to be caused by the Project. The easements described in this paragraph shall collectively be referred to as "**Easements**".

3. **Cooperation.** Owner agrees not to oppose, in any way, whether directly or indirectly, any application by Operator for a governmental permit, approval, authorization, entitlement or other consent related to the Project at any administrative, judicial, or legislative level. Operator may from time to time and in its discretion seek input from Owner on various aspects of the Project.

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Notwithstanding anything to the contrary in this Agreement, in no event shall the initial term of this Agreement be longer than the longest period permitted by applicable law, including Nebraska Revised Statutes section 66-912.01; accordingly, Owner and Operator agree that, with respect to the

time limitations set forth in Nebraska Revised Statutes section 66-912.01, the length of the Initial Easement Term and Extended Easement Term, as well as the Option Term, shall each be treated and measured independent of each other; it being the intent of the Parties that the Term is in compliance with the prescribed statutory time limitations for a "solar agreement" as set forth in Nebraska Revised Statutes section 66-912.01.

5. **Authority.** Owner is the holder of fee simple title to all of the Property, and has the right, without the joinder of any other party, to enter into this Agreement and grant Operator the Easements. Owner agrees to warrant and defend its ownership of the Property and Operator's interest in this Agreement against any other party claiming to have any ownership interest in or other claim to the Property.

6. **Decommissioning.** Operator shall comply with all applicable laws, rules, and regulations related to decommissioning the Project, including, without limitation, those decommissioning requirements in the Zoning Regulations of Cass County, Nebraska (the "Regulations"). Pursuant to the Regulations, decommissioning will include, and will not be limited to, removal of all Project structures and foundations, restoration of soil and vegetation and financial security for the same.

7. **Setbacks.** Project solar panels and equipment (excluding fencing and visual screening) shall be setback no less than two hundred (200) feet from the approximate center of any residence on the Property.

8. **Visual Screening.** Operator will construct and maintain adequate visual screening along the portion of the perimeter of the property containing the Project that abuts a residential use on the Property, for a distance equal to the parallel wall of the residence, plus one hundred (100) feet in both directions, or until the property line meets a public right-of-way, whichever comes first.

9. **Tree Line.** Owner reserves the right to plant any variety of tree or vegetation at any location on the Property at any time during either the Option Term or the Easement Term and Operator hereby consents to such tree or vegetation planting activity and will not attempt to hold Owner liable for a violation of the Easement by virtue of such tree or vegetation installation.

10. **Assignment.** This Agreement shall run with the Property and be binding upon and inure to the benefit of the Parties, together with their mortgagees and tenants, and their respective successors, assigns, heirs and personal representatives, or any persons or entities claiming by or through them. Owner may freely assign its rights and obligations under this Agreement without Operator's prior written consent; provided, however, that Owner's rights and obligations under this Agreement run with the land and assignee assumes the same. Operator may freely assign its rights and obligations under this Agreement.

11. **Reserved Uses.** Owner reserves the right to use the Property for all other purposes not granted to Operator under this Agreement, including residential, ranching and agricultural uses, and all recreational uses, provided that no such other use interferes with the Easements.

12. **Release.** Owner hereby releases Operator from any and all claims for damages arising from any injury or harm or conditions resulting from commercially reasonable operations of the Project

related to the Property, including but not limited to, any harm or loss due to nuisance, trespass, disturbance, effects, diminishment of the value of the Property, proximity of the Project to Owner's Property and/or residence, diminishment or interference with the ability to use or enjoy the Property, and any other injury or harm, of whatever kind or character resulting from commercially reasonable operations of the Project, to persons or property, whether now known or unknown, or which may appear or develop in the future, caused or alleged to be caused by the Project or by Operator, its parent companies, affiliates, successors, assigns, whether claimed or not claimed, or which hereafter might be brought by Owner or any of their successors and assigns.

13. **Indemnification.** Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party (the "**Indemnified Party**") from and against any and all third party claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consulting fees, court costs and litigation expenses (each a, "**Claim**") suffered or incurred by such Indemnified Party, arising from the breach of this Agreement, or the negligence, intentional misconduct, or violation of laws or regulations with respect to the Property or the Project by the Indemnifying Party. In no event shall either Party be liable to the other Party to the extent any Claim is caused by, arising from or contributed by the negligence or intentional misconduct of such other Party thereof.

14. **Governing Law.** Operator shall comply with valid laws applicable to the Property and Owner shall not be liable in the event that Operator violates a law relating to the Easements on the Property. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Nebraska. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. **Each party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the court of competent jurisdiction.**

15. **Modification.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement thereof is sought.

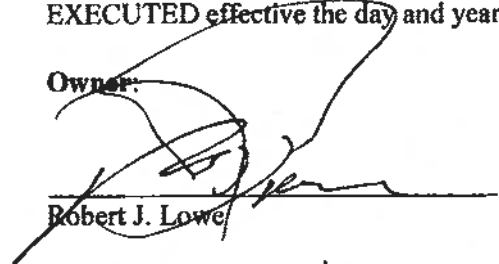
16. **Compensation.** As consideration for this Agreement, Operator shall pay Owner ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, and as set forth in a separate Compensation Agreement. The Parties acknowledge and agree that the Compensation Agreement shall not be recorded with the Cass County Register of Deeds, and that separating the Compensation Agreement from this Agreement prior to recording does not in any way affect the validity of this Agreement.

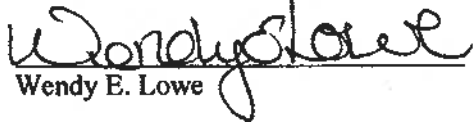
[Signatures on Next Pages]



EXECUTED effective the day and year set forth below.

Owner:

  
Robert J. Lowe

  
Wendy E. Lowe

**ACKNOWLEDGEMENT**

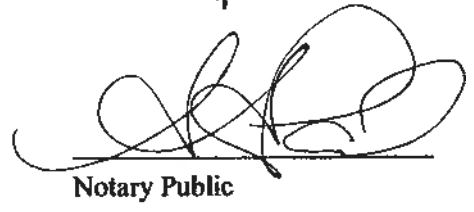
STATE OF NEBRASKA )

COUNTY OF ~~MURRAY~~ <sup>CASS</sup> ) ss:

The forgoing instrument was acknowledged before me this 11<sup>th</sup> day of April, 2024,  
by Robert J. Lowe and Wendy E. Lowe, husband and wife.

My Commission expires: 11/17/2024

General Notary - State of Nebraska  
**AMANDA L. PALMER**  
My Comm. Exp. November 17, 2024

  
Notary Public

EXECUTED effective the day and year set forth below.

Operator:

Cass County Solar Nebraska, LLC,  
a Delaware limited liability company

By:   
Anthony Pedroni, Vice President

**ACKNOWLEDGEMENT**

STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF PALM BEACH         )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24 day of April, 2024 by Anthony Pedroni, as Vice President of Cass County Solar Nebraska, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification

(notary seal)



  
NOTARY PUBLIC, STATE OF FLORIDA

**EXHIBIT A**

**Legal Description of Property**

Lot 19, Lindean Estates, a Major Subdivision located in the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ ) and the West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$ ) of Section 11, Township 11 North, Range 13 East of the 6<sup>th</sup> P.M., Cass County, Nebraska

Approximately 8 acres

QLA ID: 23546

*Maureen K. Totilas*

REGISTER OF DEEDS  
# 2024-01782 \$46.00  
Pages: 7

**SPACE ABOVE FOR RECORDER'S USE ONLY**

When recorded, return to:  
Orin Shakerdge, Esq.  
NextEra Energy Resources  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 33408  
(561) 694-4678

**PARTICIPATION AGREEMENT**

THIS PARTICIPATION AGREEMENT ("Agreement") is dated this 13 day of May 2024 ~~AP, 2023~~ ("Effective Date") by and between Jonas F. Totilas and Maureen E. Totilas, husband and wife, with an address of 10683 12<sup>th</sup> Street, Murray, ~~KS~~ NE 68409 ("Owner"), and Cass County Solar Nebraska, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408, and its successors in interests ("Operator"). Owner and Operator are collectively referred to as the "Parties".

**RECITALS**

- A. Owner is the owner of that certain tract of real property located in Cass County, Nebraska and legally described on Exhibit A attached hereto and made a part hereof ("Property").
- B. Operator is the holder of certain lease, easement and other related rights covering real property located adjacent to and/or in the vicinity of the Property to develop, construct and operate a commercial solar energy conversion system, including, but not limited to: solar panels, collection lines, transformers, inverters, substations and access roads, in Cass County, Nebraska (collectively "Project").
- C. Operator desires to have adjacent landowners participate to mutually benefit the Project and the neighboring community.
- D. Owner agrees to grant and convey to Operator an option to acquire an easement for sunlight non-obstruction and an easement for effects on the Property attributable to the Project.

For good and valuable consideration set forth herein, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Option.** Owner grants to Operator an exclusive option ("**Option**") to acquire the Easements (as defined in Section 2 below) in accordance with the following terms and conditions:

(a) The term of the Option shall be for five (5) years, commencing on the Effective Date ("**Option Term**").

(b) Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the date on which the Easements (as defined in Section 2 below) will become effective ("**Commencement Date**").

(c) If Operator fails to exercise the Option within the Option Term, the Option and the rights of Operator as provided herein shall automatically terminate.

2. **Easements.** On the Commencement Date, Owner grants Operator an exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Property as legally described on **Exhibit A**. Owner shall not engage in any activity on the Property that might interfere with the sunlight; cause a decrease in the output or efficiency of any solar panel; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement. Owner further grants to Operator an easement for sounds, visual, light, flicker, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects (collectively "**effects**") on the Property caused or alleged to be caused by the Project. The easements described in this paragraph shall collectively be referred to as "**Easements**".

3. **Cooperation.** Owner agrees not to oppose, in any way, whether directly or indirectly, any application by Operator for a governmental permit, approval, authorization, entitlement or other consent related to the Project at any administrative, judicial, or legislative level. Operator may from time to time and in its discretion seek input from Owner on various aspects of the Project.

4. **Term.** The initial term of the Agreement ("**Initial Easement Term**") shall commence on the Commencement Date and end twenty (20) years after the Commencement Date, subject to the rights of renewal and termination as provided in this Agreement. Operator shall have the right to extend the Initial Easement Term of this Agreement for two (2) consecutive terms of ten (10) years each in accordance with the terms and provisions of this Agreement (collectively "**Extended Easement Term**") by providing written notice to Owner of Operator's intent to extend the Easement Term within one hundred eighty (180) days of the end of the existing Easement Term. Each Extended Easement Term shall begin on the expiration date of the Initial Easement Term or previous Extended Easement Term, as the case may be. The Initial Easement Term and the Extended Easement Term shall collectively be referred to as the "**Easement Term**". If Operator discontinues the operation of the Project, Operator, at its option, shall have the right to terminate this Agreement during the Easement Term of the Agreement. Termination shall be effective thirty (30) days after written notice of such termination to Owner.

Notwithstanding anything to the contrary in this Agreement, in no event shall the initial term of this Agreement be longer than the longest period permitted by applicable law, including Nebraska Revised Statutes section 66-912.01; accordingly, Owner and Operator agree that, with respect to the

time limitations set forth in Nebraska Revised Statutes section 66-912.01, the length of the Initial Easement Term and Extended Easement Term, as well as the Option Term, shall each be treated and measured independent of each other; it being the intent of the Parties that the Term is in compliance with the prescribed statutory time limitations for a "solar agreement" as set forth in Nebraska Revised Statutes section 66-912.01.

5. **Authority.** Owner is the holder of fee simple title to all of the Property, and has the right, without the joinder of any other party, to enter into this Agreement and grant Operator the Easements. Owner agrees to warrant and defend its ownership of the Property and Operator's interest in this Agreement against any other party claiming to have any ownership interest in or other claim to the Property.

6. **Decommissioning.** Operator shall comply with all applicable laws, rules, and regulations related to decommissioning the Project, including, without limitation, those decommissioning requirements in the Zoning Regulations of Cass County, Nebraska (the "Regulations"). Pursuant to the Regulations, decommissioning will include, and will not be limited to, removal of all Project structures and foundations, restoration of soil and vegetation and financial security for the same.

7. **Setbacks.** Project solar panels and equipment (excluding fencing and visual screening) shall be setback no less than two hundred (200) feet from the approximate center of any residence on the Property.

8. **Visual Screening.** Operator will construct and maintain adequate visual screening along the portion of the perimeter of the property containing the Project that abuts a residential use on the Property, for a distance equal to the parallel wall of the residence, plus one hundred (100) feet in both directions, or until the property line meets a public right-of-way, whichever comes first.

9. **Tree Line.** Owner reserves the right to plant any variety of tree or vegetation at any location on the Property at any time during either the Option Term or the Easement Term and Operator hereby consents to such tree or vegetation planting activity and will not attempt to hold Owner liable for a violation of the Easement by virtue of such tree or vegetation installation.

10. **Assignment.** This Agreement shall run with the Property and be binding upon and inure to the benefit of the Parties, together with their mortgagees and tenants, and their respective successors, assigns, heirs and personal representatives, or any persons or entities claiming by or through them. Owner may freely assign its rights and obligations under this Agreement without Operator's prior written consent; provided, however, that Owner's rights and obligations under this Agreement run with the land and assignee assumes the same. Operator may freely assign its rights and obligations under this Agreement.

11. **Reserved Uses.** Owner reserves the right to use the Property for all other purposes not granted to Operator under this Agreement, including residential, ranching and agricultural uses, and all recreational uses, provided that no such other use interferes with the Easements.

12. **Release.** Owner hereby releases Operator from any and all claims for damages arising from any injury or harm or conditions resulting from commercially reasonable operations of the Project

related to the Property, including but not limited to, any harm or loss due to nuisance, trespass, disturbance, effects, diminishment of the value of the Property, proximity of the Project to Owner's Property and/or residence, diminishment or interference with the ability to use or enjoy the Property, and any other injury or harm, of whatever kind or character resulting from commercially reasonable operations of the Project, to persons or property, whether now known or unknown, or which may appear or develop in the future, caused or alleged to be caused by the Project or by Operator, its parent companies, affiliates, successors, assigns, whether claimed or not claimed, or which hereafter might be brought by Owner or any of their successors and assigns.

13. **Indemnification.** Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party (the "Indemnified Party") from and against any and all third party claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consulting fees, court costs and litigation expenses (each a "Claim") suffered or incurred by such Indemnified Party, arising from the breach of this Agreement, or the negligence, intentional misconduct, or violation of laws or regulations with respect to the Property or the Project by the Indemnifying Party. In no event shall either Party be liable to the other Party to the extent any Claim is caused by, arising from or contributed by the negligence or intentional misconduct of such other Party thereof.

14. **Governing Law.** Operator shall comply with valid laws applicable to the Property and Owner shall not be liable in the event that Operator violates a law relating to the Easements on the Property. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Nebraska. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. **Each party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the court of competent jurisdiction.**

15. **Modification.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement thereof is sought.

16. **Compensation.** As consideration for this Agreement, Operator shall pay Owner ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, and as set forth in a separate Compensation Agreement. The Parties acknowledge and agree that the Compensation Agreement shall not be recorded with the Cass County Register of Deeds, and that separating the Compensation Agreement from this Agreement prior to recording does not in any way affect the validity of this Agreement.

*[Signatures on Next Pages]*

EXECUTED effective the day and year set forth below.

Owner:

Jonas F. Totilas  
Jonas F. Totilas

Maureen E. Totilas  
Maureen E. Totilas

**ACKNOWLEDGEMENT**

STATE OF NEBRASKA            )  
  ) ss:  
COUNTY OF Cass                            )

The forgoing instrument was acknowledged before me this 30 day of March, ~~2023~~, <sup>2024 AP</sup>  
by Jonas F. Totilas and Maureen E. Totilas, husband and wife.

My Commission expires: 11/17/2024

[Signature]  
Notary Public

General Notary - State of Nebraska  
AMANDA L. PALMER  
My Comm. Exp. November 17, 2024



EXECUTED effective the day and year set forth below.

**Operator:**

Cass County Solar Nebraska, LLC,  
a Delaware limited liability company

By: Anthony Pedroni  
Anthony Pedroni, Vice President

**ACKNOWLEDGEMENT**

STATE OF FLORIDA                     )  
   ) ss:  
COUNTY OF PALM BEACH            )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13 day of May 2024, ~~2023~~ by Anthony Pedroni, as Vice President of Cass County Solar Nebraska, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification

(notary seal)

Jennifer Reynoso  
NOTARY PUBLIC, STATE OF FLORIDA



**EXHIBIT A**

**Legal Description of Property**

Lot 18, Lindean Estates, Section 11, Township 11North, Range 13 East, Cass County, Nebraska.

Approximately 9 acres

QLA: 22353

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**SPACE ABOVE FOR RECORDER'S USE ONLY**

**When recorded, return to:**  
Orin Shakerdge, Esq.  
NextEra Energy Resources  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 33408  
(561) 694-4678

**PARTICIPATION AGREEMENT**

THIS PARTICIPATION AGREEMENT ("**Agreement**") is dated this 12th day of July, 2024 ("**Effective Date**") by and between Chad M. Schmeckpeper and April L. Schmeckpeper, husband and wife, with an address of 1232 Waverly Road, Murray, <sup>KS</sup> 68409 ("**Owner**"), and Cass County Solar Nebraska, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408, and its successors in interests ("**Operator**"). Owner and Operator are collectively referred to as the "**Parties**".

**RECITALS**

- A. Owner is the owner of that certain tract of real property located in Cass County, Nebraska and legally described on **Exhibit A** attached hereto and made a part hereof ("**Property**").
- B. Operator is the holder of certain lease, easement and other related rights covering real property located adjacent to and/or in the vicinity of the Property to develop, construct and operate a commercial solar energy conversion system, including, but not limited to: solar panels, collection lines, transformers, inverters, substations and access roads, in Cass County, Nebraska (collectively "**Project**").
- C. Operator desires to have adjacent landowners participate to mutually benefit the Project and the neighboring community.
- D. Owner agrees to grant and convey to Operator an option to acquire an easement for sunlight non-obstruction and an easement for effects on the Property attributable to the Project.

For good and valuable consideration set forth herein, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Option.** Owner grants to Operator an exclusive option ("**Option**") to acquire the Easements (as defined in Section 2 below) in accordance with the following terms and conditions:

(a) The term of the Option shall be for five (5) years, commencing on the Effective Date ("**Option Term**").

(b) Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the date on which the Easements (as defined in Section 2 below) will become effective ("**Commencement Date**").

(c) If Operator fails to exercise the Option within the Option Term, the Option and the rights of Operator as provided herein shall automatically terminate.

2. **Easements.** On the Commencement Date, Owner grants Operator an exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Property as legally described on **Exhibit A**. Owner shall not engage in any activity on the Property that might interfere with the sunlight; cause a decrease in the output or efficiency of any solar panel; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement. Owner further grants to Operator an easement for sounds, visual, light, flicker, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects (collectively "**effects**") on the Property caused or alleged to be caused by the Project. The easements described in this paragraph shall collectively be referred to as "**Easements**".

3. **Cooperation.** Owner agrees not to oppose, in any way, whether directly or indirectly, any application by Operator for a governmental permit, approval, authorization, entitlement or other consent related to the Project at any administrative, judicial, or legislative level. Operator may from time to time and in its discretion seek input from Owner on various aspects of the Project.

4. **Term.** The initial term of the Agreement ("**Initial Easement Term**") shall commence on the Commencement Date and end twenty (20) years after the Commencement Date, subject to the rights of renewal and termination as provided in this Agreement. Operator shall have the right to extend the Initial Easement Term of this Agreement for two (2) consecutive terms of ten (10) years each in accordance with the terms and provisions of this Agreement (collectively "**Extended Easement Term**") by providing written notice to Owner of Operator's intent to extend the Easement Term within one hundred eighty (180) days of the end of the existing Easement Term. Each Extended Easement Term shall begin on the expiration date of the Initial Easement Term or previous Extended Easement Term, as the case may be. The Initial Easement Term and the Extended Easement Term shall collectively be referred to as the "**Easement Term**". If Operator discontinues the operation of the Project, Operator, at its option, shall have the right to terminate this Agreement during the Easement Term of the Agreement. Termination shall be effective thirty (30) days after written notice of such termination to Owner.

Notwithstanding anything to the contrary in this Agreement, in no event shall the initial term of this Agreement be longer than the longest period permitted by applicable law, including Nebraska Revised Statutes section 66-912.01; accordingly, Owner and Operator agree that, with respect to the

time limitations set forth in Nebraska Revised Statutes section 66-912.01, the length of the Initial Easement Term and Extended Easement Term, as well as the Option Term, shall each be treated and measured independent of each other; it being the intent of the Parties that the Term is in compliance with the prescribed statutory time limitations for a "solar agreement" as set forth in Nebraska Revised Statutes section 66-912.01.

5. **Authority.** Owner is the holder of fee simple title to all of the Property, and has the right, without the joinder of any other party, to enter into this Agreement and grant Operator the Easements. To the extent any previous encumbrances or grants of record exist on the Property, whether known or unknown by the Owner, Owner makes no warranties to Operator's interest in this Agreement. Operator hereby acknowledges that the Agreement is subordinate and junior to the Deed of Trust from Owner to and in favor of Mortgage Specialists LLC ("Lender"), and any and all assignees, dated March 9, 2020, and recorded in the real estate records of Cass County, Nebraska as Document No. 2020-01418, and in the event of foreclosure, Lender, or any and all assignees of the Deed of Trust, may take any action to terminate the Easement, unless and except if Operator obtains a Subordination, Non-Disturbance and Attornment Agreement from Lender.

6. **Decommissioning.** Operator shall comply with all applicable laws, rules, and regulations related to decommissioning the Project, including, without limitation, those decommissioning requirements in the Zoning Regulations of Cass County, Nebraska (the "Regulations"). Pursuant to the Regulations, decommissioning will include, and will not be limited to, removal of all Project structures and foundations, restoration of soil and vegetation and financial security for the same.

7. **Setbacks.** Project solar panels and equipment (excluding fencing and visual screening) shall be setback no less than two hundred (200) feet from the approximate center of any residence on the Property.

8. **Visual Screening.** Operator will construct and maintain adequate visual screening along the portion of the perimeter of the property containing the Project that abuts a residential use on the Property, for a distance equal to the parallel wall of the residence, plus one hundred (100) feet in both directions, or until the property line meets a public right-of-way, whichever comes first. At Owner's election, Operator may construct any portion of the visual screening: (i) along the perimeter of the Property, or (ii) such other location(s) on the Property as Owner and Operator mutually agree; provided, however, Operator shall have no obligation to enter onto Owner's private property following construction to maintain visual screening on the Property.

9. **Tree Line.** Owner reserves the right to plant any variety of tree or vegetation at any location on the Property at any time during either the Option Term or the Easement Term and Operator hereby consents to such tree or vegetation planting activity and will not attempt to hold Owner liable for a violation of the Easement by virtue of such tree or vegetation installation.

10. **Assignment.** This Agreement shall run with the Property and be binding upon and inure to the benefit of the Parties, together with their mortgagees and tenants, and their respective successors, assigns, heirs and personal representatives, or any persons or entities claiming by or through them. Owner may freely assign its rights and obligations under this Agreement without Operator's prior written consent; provided, however, that Owner's rights and obligations under this Agreement

run with the land and assignee assumes the same. Operator may freely assign its rights and obligations under this Agreement.

11. **Reserved Uses.** Owner reserves the right to use the Property for all other purposes not granted to Operator under this Agreement, including residential, ranching and agricultural uses, and all recreational uses, provided that no such other use interferes with the Easements.

12. **Release.** Owner hereby releases Operator from any and all claims for damages arising from any injury or harm or conditions resulting from commercially reasonable operations of the Project related to the Property, including but not limited to, any harm or loss due to nuisance, trespass, disturbance, effects, diminishment of the value of the Property, proximity of the Project to Owner's Property and/or residence, diminishment or interference with the ability to use or enjoy the Property, and any other injury or harm, of whatever kind or character resulting from commercially reasonable operations of the Project, to persons or property, whether now known or unknown, or which may appear or develop in the future, caused or alleged to be caused by the Project or by Operator, its parent companies, affiliates, successors, assigns, whether claimed or not claimed, or which hereafter might be brought by Owner or any of their successors and assigns.

13. **Indemnification.** Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party (the "**Indemnified Party**") from and against any and all third party claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consulting fees, court costs and litigation expenses (each a, "**Claim**") suffered or incurred by such Indemnified Party, arising from the breach of this Agreement, or the negligence, intentional misconduct, or violation of laws or regulations with respect to the Property or the Project by the Indemnifying Party. In no event shall either Party be liable to the other Party to the extent any Claim is caused by, arising from or contributed by the negligence or intentional misconduct of such other Party thereof.

14. **Governing Law.** Operator shall comply with valid laws applicable to the Property and Owner shall not be liable in the event that Operator violates a law relating to the Easements on the Property. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Nebraska. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. **Each party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the court of competent jurisdiction.**

15. **Modification.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement thereof is sought.

16. **Compensation.** As consideration for this Agreement, Operator shall pay Owner ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, and as set forth in a separate Compensation Agreement. The Parties acknowledge and agree that the Compensation Agreement shall not be recorded with the Cass County Register of Deeds, and that separating the Compensation Agreement from this Agreement prior to recording does not in any way affect the validity of this Agreement.

[Signatures on Next Pages]





EXECUTED effective the day and year set forth below.

**Operator:**

Cass County Solar Nebraska, LLC,  
a Delaware limited liability company

By:   
Anthony Pedroni, Vice President

**ACKNOWLEDGEMENT**

STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF PALM BEACH         )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 12<sup>th</sup> day of July, 2024 by Anthony Pedroni, as Vice President of Cass County Solar Nebraska, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification

(notary seal)



  
NOTARY PUBLIC, STATE OF FLORIDA

**EXHIBIT A**

**Legal Description of Property**

Lot 5, Lindean Estate, a major Subdivision located in the West Half of the Southwest Quarter (W $\frac{1}{2}$  SW $\frac{1}{4}$ ) and the West Half of the Northwest Quarter (W $\frac{1}{2}$  NW $\frac{1}{4}$ ) in Section 11, Township 11 North, Range 13 East of the 6<sup>th</sup> P.M., Cass County, Nebraska.

Approximately 2 acres

QLA: 22011

*Jane K. Palmer*

REGISTER OF DEEDS  
# 2024-00300 \$46.00  
Pages: 7

---

**SPACE ABOVE FOR RECORDER'S USE ONLY**

When recorded, return to:  
Orin Shakerdge, Esq.  
NextEra Energy Resources  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 33408  
(561) 694-4678

**PARTICIPATION AGREEMENT**

THIS PARTICIPATION AGREEMENT ("Agreement") is dated this 25 day of JANUARY 2024, ~~2023~~ ("Effective Date") by and between Michael S. Stahl and Dana Stahl, husband and wife, with an address of 10225 12<sup>th</sup> Street, Murray, NE 68409 ("Owner"), and Cass County Solar Nebraska, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408, and its successors in interests ("Operator"). Owner and Operator are collectively referred to as the "Parties".

**RECITALS**

A. Owner is the owner of that certain tract of real property located in Cass County, Nebraska and legally described on **Exhibit A** attached hereto and made a part hereof ("Property").

B. Operator is the holder of certain lease, easement and other related rights covering real property located adjacent to and/or in the vicinity of the Property to develop, construct and operate a commercial solar energy conversion system, including, but not limited to: solar panels, collection lines, transformers, inverters, substations and access roads, in Cass County, Nebraska (collectively "Project").

C. Operator desires to have adjacent landowners participate to mutually benefit the Project and the neighboring community.

D. Owner agrees to grant and convey to Operator an option to acquire an easement for sunlight non-obstruction and an easement for effects on the Property attributable to the Project.

For good and valuable consideration set forth herein, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Option.** Owner grants to Operator an exclusive option ("**Option**") to acquire the Easements (as defined in Section 2 below) in accordance with the following terms and conditions:

(a) The term of the Option shall be for five (5) years, commencing on the Effective Date ("**Option Term**").

(b) Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the date on which the Easements (as defined in Section 2 below) will become effective ("**Commencement Date**").

(c) If Operator fails to exercise the Option within the Option Term, the Option and the rights of Operator as provided herein shall automatically terminate.

2. **Easements.** On the Commencement Date, Owner grants Operator an exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Property as legally described on Exhibit A. Owner shall not engage in any activity on the Property that might interfere with the sunlight; cause a decrease in the output or efficiency of any solar panel; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement. Owner further grants to Operator an easement for sounds, visual, light, flicker, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects (collectively "**effects**") on the Property caused or alleged to be caused by the Project. The easements described in this paragraph shall collectively be referred to as "**Easements**".

3. **Cooperation.** Owner agrees not to oppose, in any way, whether directly or indirectly, any application by Operator for a governmental permit, approval, authorization, entitlement or other consent related to the Project at any administrative, judicial, or legislative level. Operator may from time to time and in its discretion seek input from Owner on various aspects of the Project.

4. **Term.** The initial term of the Agreement ("**Initial Easement Term**") shall commence on the Commencement Date and end twenty (20) years after the Commencement Date, subject to the rights of renewal and termination as provided in this Agreement. Operator shall have the right to extend the Initial Easement Term of this Agreement for two (2) consecutive terms of ten (10) years each in accordance with the terms and provisions of this Agreement (collectively "**Extended Easement Term**") by providing written notice to Owner of Operator's intent to extend the Easement Term within one hundred eighty (180) days of the end of the existing Easement Term. Each Extended Easement Term shall begin on the expiration date of the Initial Easement Term or previous Extended Easement Term, as the case may be. The Initial Easement Term and the Extended Easement Term shall collectively be referred to as the "**Easement Term**". If Operator discontinues the operation of the Project, Operator, at its option, shall have the right to terminate this Agreement during the Easement Term of the Agreement. Termination shall be effective thirty (30) days after written notice of such termination to Owner.

Notwithstanding anything to the contrary in this Agreement, in no event shall the initial term of this Agreement be longer than the longest period permitted by applicable law, including Nebraska Revised Statutes section 66-912.01; accordingly, Owner and Operator agree that, with respect to the

time limitations set forth in Nebraska Revised Statutes section 66-912.01, the length of the Initial Easement Term and Extended Easement Term, as well as the Option Term, shall each be treated and measured independent of each other; it being the intent of the Parties that the Term is in compliance with the prescribed statutory time limitations for a "solar agreement" as set forth in Nebraska Revised Statutes section 66-912.01.

5. **Authority.** Owner is the holder of fee simple title to all of the Property, and has the right, without the joinder of any other party, to enter into this Agreement and grant Operator the Easements. Owner agrees to warrant and defend its ownership of the Property and Operator's interest in this Agreement against any other party claiming to have any ownership interest in or other claim to the Property.

6. **Decommissioning.** Operator shall comply with all applicable laws, rules, and regulations related to decommissioning the Project, including, without limitation, those decommissioning requirements in the Zoning Regulations of Cass County, Nebraska (the "**Regulations**"). Pursuant to the Regulations, decommissioning will include, and will not be limited to, removal of all Project structures and foundations, restoration of soil and vegetation and financial security for the same.

7. **Setbacks.** Project solar panels and equipment (excluding fencing and visual screening) shall be setback no less than two hundred (200) feet from the approximate center of any residence on the Property.

8. **Visual Screening.** Operator will construct and maintain adequate visual screening [along the portion of the perimeter of the property containing the Project that abuts a residential use on the Property, for a distance equal to the parallel wall of the residence, plus one hundred (100) feet in both directions, or until the property line meets a public right-of-way, whichever comes first] [along the perimeter of the property containing the Project that runs along the entire length of the west side of the Property].

9. **Tree Line.** Owner reserves the right to plant any variety of tree or vegetation at any location on the Property at any time during either the Option Term or the Easement Term and Operator hereby consents to such tree or vegetation planting activity and will not attempt to hold Owner liable for a violation of the Easement by virtue of such tree or vegetation installation.

10. **Assignment.** This Agreement shall run with the Property and be binding upon and inure to the benefit of the Parties, together with their mortgagees and tenants, and their respective successors, assigns, heirs and personal representatives, or any persons or entities claiming by or through them. Owner may freely assign its rights and obligations under this Agreement without Operator's prior written consent; provided, however, that Owner's rights and obligations under this Agreement run with the land and assignee assumes the same. Operator may freely assign its rights and obligations under this Agreement.

11. **Reserved Uses.** Owner reserves the right to use the Property for all other purposes not granted to Operator under this Agreement, including residential, ranching and agricultural uses, and all recreational uses, provided that no such other use interferes with the Easements.

12. **Release.** Owner hereby releases Operator from any and all claims for damages arising from any injury or harm or conditions resulting from commercially reasonable operations of the Project related to the Property, including but not limited to, any harm or loss due to nuisance, trespass, disturbance, effects, diminishment of the value of the Property, proximity of the Project to Owner's Property and/or residence, diminishment or interference with the ability to use or enjoy the Property, and any other injury or harm, of whatever kind or character resulting from commercially reasonable operations of the Project, to persons or property, whether now known or unknown, or which may appear or develop in the future, caused or alleged to be caused by the Project or by Operator, its parent companies, affiliates, successors, assigns, whether claimed or not claimed, or which hereafter might be brought by Owner or any of their successors and assigns.

13. **Indemnification.** Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party (the "**Indemnified Party**") from and against any and all third party claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consulting fees, court costs and litigation expenses (each a, "**Claim**") suffered or incurred by such Indemnified Party, arising from the breach of this Agreement, or the negligence, intentional misconduct, or violation of laws or regulations with respect to the Property or the Project by the Indemnifying Party. In no event shall either Party be liable to the other Party to the extent any Claim is caused by, arising from or contributed by the negligence or intentional misconduct of such other Party thereof.

14. **Governing Law.** Operator shall comply with valid laws applicable to the Property and Owner shall not be liable in the event that Operator violates a law relating to the Easements on the Property. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Nebraska. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. **Each party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the court of competent jurisdiction.**

15. **Modification.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement thereof is sought.

16. **Compensation.** As consideration for this Agreement, Operator shall pay Owner ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, and as set forth in a separate Compensation Agreement. The Parties acknowledge and agree that the Compensation Agreement shall not be recorded with the Cass County Register of Deeds, and that separating the Compensation Agreement from this Agreement prior to recording does not in any way affect the validity of this Agreement.

*[Signatures on Next Pages]*

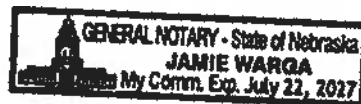
EXECUTED effective the day and year set forth below.

Owner:

*Michael S. Stahl*  
Michael S. Stahl

*Dana Stahl*  
Dana Stahl

**ACKNOWLEDGEMENT**



STATE OF NEBRASKA            )  
  ) ss:  
COUNTY OF Cass                    )

The forgoing instrument was acknowledged before me this 3 day of January, 2027,  
by Michael S. Stahl and Dana Stahl, husband and wife.

My Commission expires: July 22, 2027

*Jamie Warga*  
Notary Public

EXECUTED effective the day and year set forth below.

**Operator:**

Cass County Solar Nebraska, LLC,  
a Delaware limited liability company

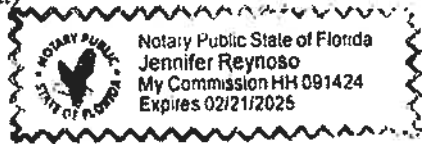
By: *Anthony Pedroni*  
Anthony Pedroni, Vice President

**ACKNOWLEDGEMENT**

STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF PALM BEACH         )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 25 day of JANUARY, 2024, ~~2023~~ by Anthony Pedroni, as Vice President of Cass County Solar Nebraska, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification

(notary seal)



*Jennifer Reynoso*  
NOTARY PUBLIC, STATE OF FLORIDA



**EXHIBIT A**

**Legal Description of Property**

**Lot 13R, a Replat of Lots 13, 14 and 15, Lindean Estates, located in the NW 1/4 SW 1/4 of Section 11, Township 11 North, Range 13 East of the 6th P.M., Cass County, Nebraska.**

Approximately 9 acres

QLA: 22108

*James K. Palmer*

REGISTER OF DEEDS  
# 2024-00499 \$46.00  
Pages: 7

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SPACE ABOVE FOR RECORDER'S USE ONLY

**When recorded, return to:**  
Orin Shakerdge, Esq.  
NextEra Energy Resources  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 33408  
(561) 694-4678

**PARTICIPATION AGREEMENT**

P.D.B.

THIS PARTICIPATION AGREEMENT ("Agreement") is dated this 7 day of February, 2024 ("Effective Date") by and between Patrick D. Berens, a married man acting in his sole and separate property, with an address of 10011 12<sup>th</sup> Street, Murray, NE 68409 ("**Owner**"), and Cass County Solar Nebraska, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408, and its successors in interests ("**Operator**"). Owner and Operator are collectively referred to as the "**Parties**".

RECITALS

A. Owner is the owner of that certain tract of real property located in Cass County, Nebraska and legally described on **Exhibit A** attached hereto and made a part hereof ("**Property**").

B. Operator is the holder of certain lease, easement and other related rights covering real property located adjacent to and/or in the vicinity of the Property to develop, construct and operate a commercial solar energy conversion system, including, but not limited to: solar panels, collection lines, transformers, inverters, substations and access roads, in Cass County, Nebraska (collectively "**Project**").

C. Operator desires to have adjacent landowners participate to mutually benefit the Project and the neighboring community.

D. Owner agrees to grant and convey to Operator an option to acquire an easement for sunlight non-obstruction and an easement for effects on the Property attributable to the Project.

For good and valuable consideration set forth herein, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Option.** Owner grants to Operator an exclusive option ("**Option**") to acquire the Easements (as defined in Section 2 below) in accordance with the following terms and conditions:

(a) The term of the Option shall be for five (5) years, commencing on the Effective Date ("**Option Term**").

(b) Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the date on which the Easements (as defined in Section 2 below) will become effective ("**Commencement Date**").

(c) If Operator fails to exercise the Option within the Option Term, the Option and the rights of Operator as provided herein shall automatically terminate.

2. **Easements.** On the Commencement Date, Owner grants Operator an exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Property as legally described on **Exhibit A**. Owner shall not engage in any activity on the Property that might interfere with the sunlight; cause a decrease in the output or efficiency of any solar panel; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement. Owner further grants to Operator an easement for sounds, visual, light, flicker, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects (collectively "**effects**") on the Property caused or alleged to be caused by the Project. The easements described in this paragraph shall collectively be referred to as "**Easements**".

3. **Cooperation.** Owner agrees not to oppose, in any way, whether directly or indirectly, any application by Operator for a governmental permit, approval, authorization, entitlement or other consent related to the Project at any administrative, judicial, or legislative level. Operator may from time to time and in its discretion seek input from Owner on various aspects of the Project.

4. **Term.** The initial term of the Agreement ("**Initial Easement Term**") shall commence on the Commencement Date and end twenty (20) years after the Commencement Date, subject to the rights of renewal and termination as provided in this Agreement. Operator shall have the right to extend the Initial Easement Term of this Agreement for two (2) consecutive terms of ten (10) years each in accordance with the terms and provisions of this Agreement (collectively "**Extended Easement Term**") by providing written notice to Owner of Operator's intent to extend the Easement Term within one hundred eighty (180) days of the end of the existing Easement Term. Each Extended Easement Term shall begin on the expiration date of the Initial Easement Term or previous Extended Easement Term, as the case may be. The Initial Easement Term and the Extended Easement Term shall collectively be referred to as the "**Easement Term**". If Operator discontinues the operation of the Project, Operator, at its option, shall have the right to terminate this Agreement during the Easement Term of the Agreement. Termination shall be effective thirty (30) days after written notice of such termination to Owner.

Notwithstanding anything to the contrary in this Agreement, in no event shall the initial term of this Agreement be longer than the longest period permitted by applicable law, including Nebraska Revised Statutes section 66-912.01; accordingly, Owner and Operator agree that, with respect to the

time limitations set forth in Nebraska Revised Statutes section 66-912.01, the length of the Initial Easement Term and Extended Easement Term, as well as the Option Term, shall each be treated and measured independent of each other; it being the intent of the Parties that the Term is in compliance with the prescribed statutory time limitations for a "solar agreement" as set forth in Nebraska Revised Statutes section 66-912.01.

5. **Authority.** Owner is the holder of fee simple title to all of the Property, and has the right, without the joinder of any other party, to enter into this Agreement and grant Operator the Easements. Owner agrees to warrant and defend its ownership of the Property and Operator's interest in this Agreement against any other party claiming to have any ownership interest in or other claim to the Property.

6. **Decommissioning.** Operator shall comply with all applicable laws, rules, and regulations related to decommissioning the Project, including, without limitation, those decommissioning requirements in the Zoning Regulations of Cass County, Nebraska (the "**Regulations**"). Pursuant to the Regulations, decommissioning will include, and will not be limited to, removal of all Project structures and foundations, restoration of soil and vegetation and financial security for the same.

7. **Setbacks.** Project solar panels and equipment (excluding fencing and visual screening) shall be setback no less than two hundred (200) feet from the approximate center of any residence on the Property.

8. **Visual Screening.** Operator will construct and maintain adequate visual screening [along the portion of the perimeter of the property containing the Project that abuts a residential use on the Property, for a distance equal to the parallel wall of the residence, plus one hundred (100) feet in both directions, or until the property line meets a public right-of-way, whichever comes first] [along the perimeter of the property containing the Project that runs along the entire length of the west side of the Property].

9. **Tree Line.** Owner reserves the right to plant any variety of tree or vegetation at any location on the Property at any time during either the Option Term or the Easement Term and Operator hereby consents to such tree or vegetation planting activity and will not attempt to hold Owner liable for a violation of the Easement by virtue of such tree or vegetation installation.

10. **Assignment.** This Agreement shall run with the Property and be binding upon and inure to the benefit of the Parties, together with their mortgagees and tenants, and their respective successors, assigns, heirs and personal representatives, or any persons or entities claiming by or through them. Owner may freely assign its rights and obligations under this Agreement without Operator's prior written consent; provided, however, that Owner's rights and obligations under this Agreement run with the land and assignee assumes the same. Operator may freely assign its rights and obligations under this Agreement.

11. **Reserved Uses.** Owner reserves the right to use the Property for all other purposes not granted to Operator under this Agreement, including residential, ranching and agricultural uses, and all recreational uses, provided that no such other use interferes with the Easements.

12. **Release.** Owner hereby releases Operator from any and all claims for damages arising from any injury or harm or conditions resulting from commercially reasonable operations of the Project related to the Property, including but not limited to, any harm or loss due to nuisance, trespass, disturbance, effects, diminishment of the value of the Property, proximity of the Project to Owner's Property and/or residence, diminishment or interference with the ability to use or enjoy the Property, and any other injury or harm, of whatever kind or character resulting from commercially reasonable operations of the Project, to persons or property, whether now known or unknown, or which may appear or develop in the future, caused or alleged to be caused by the Project or by Operator, its parent companies, affiliates, successors, assigns, whether claimed or not claimed, or which hereafter might be brought by Owner or any of their successors and assigns.

13. **Indemnification.** Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party (the "**Indemnified Party**") from and against any and all third party claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consulting fees, court costs and litigation expenses (each a, "**Claim**") suffered or incurred by such Indemnified Party, arising from the breach of this Agreement, or the negligence, intentional misconduct, or violation of laws or regulations with respect to the Property or the Project by the Indemnifying Party. In no event shall either Party be liable to the other Party to the extent any Claim is caused by, arising from or contributed by the negligence or intentional misconduct of such other Party thereof.

14. **Governing Law.** Operator shall comply with valid laws applicable to the Property and Owner shall not be liable in the event that Operator violates a law relating to the Easements on the Property. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Nebraska. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. **Each party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the court of competent jurisdiction.**

15. **Modification.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement thereof is sought.

16. **Compensation.** As consideration for this Agreement, Operator shall pay Owner ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, and as set forth in a separate Compensation Agreement. The Parties acknowledge and agree that the Compensation Agreement shall not be recorded with the Cass County Register of Deeds, and that separating the Compensation Agreement from this Agreement prior to recording does not in any way affect the validity of this Agreement.

[Signatures on Next Pages]

EXECUTED effective the day and year set forth below.

Owner:

Patrick D. Berens  
Patrick D. Berens

ACKNOWLEDGEMENT

STATE OF NEBRASKA            )  
  ) ss:  
COUNTY OF Clay                    )

The forgoing instrument was acknowledged before me this 26<sup>th</sup> day of January, <sup>2024</sup>~~2023~~, by Patrick D. Berens, a married man acting in his sole and separate property.

My Commission expires: October 17, 2026

Margaret E Hardesty  
Notary Public





**EXHIBIT A**

**Legal Description of Property**

Lindean Estates Lot 9, Section 11, Township 11 North, Range 13 East of the 6<sup>th</sup> P.M., Cass County, Nebraska.

Approximately 3 acres

QLA: 22003



*Shawn K. Palmer*

REGISTER OF DEEDS  
# 2024-00746 \$46.00  
Pages: 7

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**SPACE ABOVE FOR RECORDER'S USE ONLY**

**When recorded, return to:**  
Orin Shakerdge, Esq.  
NextEra Energy Resources  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 33408  
(561) 694-4678

**PARTICIPATION AGREEMENT**

THIS PARTICIPATION AGREEMENT ("Agreement") is dated this 5 day of - March 2024, 2023 ("Effective Date") by and between Steve Griffith and Ellie Griffith, husband and wife, with an address of 1198 Waverly Rd., Murray, NE 68048 ("Owner"), and Cass County Solar Nebraska, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408, and its successors in interests ("Operator"). Owner and Operator are collectively referred to as the "Parties".

**RECITALS**

A. Owner is the owner of that certain tract of real property located in Cass County, Nebraska and legally described on **Exhibit A** attached hereto and made a part hereof ("**Property**").

B. Operator is the holder of certain lease, easement and other related rights covering real property located adjacent to and/or in the vicinity of the Property to develop, construct and operate a commercial solar energy conversion system, including, but not limited to: solar panels, collection lines, transformers, inverters, substations and access roads, in Cass County, Nebraska (collectively "**Project**").

C. Operator desires to have adjacent landowners participate to mutually benefit the Project and the neighboring community.

D. Owner agrees to grant and convey to Operator an option to acquire an easement for sunlight non-obstruction and an easement for effects on the Property attributable to the Project.

For good and valuable consideration set forth herein, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

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11. **Reserved Uses.** Owner reserves the right to use the Property for all other purposes not granted to Operator under this Agreement, including residential, ranching and agricultural uses, and all recreational uses, provided that no such other use interferes with the Easements.

12. **Release.** Owner hereby releases Operator from any and all claims for damages arising from any injury or harm or conditions resulting from commercially reasonable operations of the Project

related to the Property, including but not limited to, any harm or loss due to nuisance, trespass, disturbance, effects, diminishment of the value of the Property, proximity of the Project to Owner's Property and/or residence, diminishment or interference with the ability to use or enjoy the Property, and any other injury or harm, of whatever kind or character resulting from commercially reasonable operations of the Project, to persons or property, whether now known or unknown, or which may appear or develop in the future, caused or alleged to be caused by the Project or by Operator, its parent companies, affiliates, successors, assigns, whether claimed or not claimed, or which hereafter might be brought by Owner or any of their successors and assigns.

13. **Indemnification.** Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party (the "**Indemnified Party**") from and against any and all third party claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consulting fees, court costs and litigation expenses (each a, "**Claim**") suffered or incurred by such Indemnified Party, arising from the breach of this Agreement, or the negligence, intentional misconduct, or violation of laws or regulations with respect to the Property or the Project by the Indemnifying Party. In no event shall either Party be liable to the other Party to the extent any Claim is caused by, arising from or contributed by the negligence or intentional misconduct of such other Party thereof.

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[Signatures on Next Pages]







**EXHIBIT A**

**Legal Description of Property**

Lot 3, Lindean Estates, a Major Subdivision Located in the West Half of the Southwest Quarter (W½SW¼) and the West Half of the Northwest Quarter (W½NW¼) of Section 11, Township 11 North, Range 13 East of the 6<sup>th</sup> P.M., Cass County, Nebraska

Approximately 2 acres

QLA ID: 22282

**Exhibit F**

**Environmental Compliance**

(PLEASE SEE ATTACHED)

EXHIBIT F



E O

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<input type="checkbox"/>	R
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**TO:** J , N E E R  
 J , N E E R  
 G ,

**FROM:** S , O

**RE:** E S C C C S

**DATE:** 0 , 2024

**OLSSON PROJECT #:** 02 0 4

**NOTES:**

O N E E R C C , N  
 T 265 U  
 T S 404 C A ,  
 S A , U S E  
 eagles, i G E A ,  
 Secretary of Interior, from "taking" bald or golden  
 T A ,  
 N E E R ,  
 , 2022, , 202 , 2 , 2024, O ,  
 C NG C US S —N G O  
 NE O S ,  
 NG C J 20, 2022, US S A T A , 202

A

**Critical Issues Analysis – O**

CA

concern by reviewing federal and state databases. Species' preferred habitat, presence

**Ground-based Raptor Nest Survey –**

*Haliaeetus leucocephalus* ,

, O

T

A , 2022,

T

O

N

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, 202 ,

N

**Prairie Orchid Survey – T**

, O

*Platanthera praeclara*

J 2022 R

O

G S

the species'

A



**Wetland Desktop Assessment – O**

T  
A  
C T ETS  
N A NA aerials were taken during “normal”  
precipitation periods. The NAIP aerials for “normal” years were then reviewed for signs  
A U S OUS  
A G S ESR , R , CA  
T

**Wetlands and Waters of the United States Delineation – O**

J S 2022 O 202 A  
USACE U S A C E  
R S  
USACE , O  
C O  
0 24  
US S 404 U S A C E

**Vegetation Management Plan – O**

C C , N  
T



Migratory Bird Treaty Act Compliance – T  
T A ,O

G S

Department of Environment and Energy's process for acquiring a Construction Stormwater  
N E S N ES

S

S

O 402 24 4



**Exhibit G**

**Decommissioning Plan**

(PLEASE SEE ATTACHED)

EXHIBIT G



## DECOMMISSIONING PLAN

CASS COUNTY SOUTH NEBRASKA, C  
CASS COUNTY, NEBRASKA

*Prepared for:*

**NextEra Energy**

00 U

J , 40

C J T

*Prepared By:*

**Kimley»Horn**

A ,

0 A , S 0

C , O 4 0

C

*Prepared on: May 22, 2024*

*Revised on: May 30, 2024*

*Revised on: June 26, 2024*

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<i>2.0 PROJECT COMPONENTS</i>	2
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<i>4.0 PROJECT DECOMMISSIONING COSTS AND FINANCIAL ASSURANCE</i>	5
<b>Exhibits</b>	
A                    E                    S	

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# 1.0 INTRODUCTION

## Background

C C S Nebraska, C (Applicant), N E E R , LLC,  
 C C S 2,400 agricultural  
 T C C , N , NE T  
 C R , R , R , 24 S , 2 S , 42 S  
 improvements are , 00 in Cass County's  
 zoning jurisdiction T Project , 2 ,  
 42 S , C R T

T C C  
 R  
 T

- Removal of all structures and foundations;
- Restoration of soil and vegetation;
- R
- 
- 
- for decommissioning.

If roduce energy 2 , unless the  
 result of maintenance, repairs or replacement, 0  
 his Plan.

2.0 PROJECT COMPONENTS

0 T<sup>c</sup> S

Solar Photovoltaic (PV) Equipment

T S

Internal Power Collection System

T C  
AC , AC T 's constructed substation C  
R 24 S O C T S U S t 's  
subs  
R  
T

Earthwork

Project site will require some grading S  
f c i c T  
f c c p T A

Roads

S  
T N OT f c c N p T  
r A f g nical engineering  
f e

Fencing

T  
S , 42 S C R , R , R , 24 S , 2



3.0 PROJECT DECOMMISSIONING AND RECYCLING

T

t

Decommissioning Preparation

Permits and Approvals

N S U S T E N EE S N ES  
A J

PV Equipment Removal and Recycling

, P A

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- T

e recycled in accordance with the solar module manufacturer's (or equivalent) recycling

C R v C R Facility s

N

Project, thus



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**4.0 PROJECT DECOMMISSIONING COSTS AND FINANCIAL ASSURANCE**

T his Plan ,

C S Exhibit A: Decommissioning Estimate Pro Forma w/ Salvage  
2024 RS R  
, , ,  
,

**EXHIBIT A**

**Decommissioning Estimate Pro Forma w/ Salvage**

**Project Name: Cass County Solar**  
**Project Locality: Cass County, NE**  
**Decommissioning Estimate Pro Forma w/ Salvage**

T E  
 E  
 E  
 S S , R , EA E ,

Item	Quantity	Unit	Unit Price	Total Salvage	Total Price (incl. markups)	Total Price
		S			2 , 40 00	2 , 40 00
S		R	22 00		, 2 00	, 2 00
T		S			4,0 0 00	4,0 0 00
S		S			2 ,0 0 00	2 ,0 0 00
E		S			,0 0 00	,0 0 00
G		S			24, 20 00	24, 20 00
C G A		S			4 , 0 00	4 , 0 00
S ,E C A	, 4	A	0 00		4 , 0 00	4 , 0 00
S		A	2,0 2		,2 4	,2 4
T	2	A	2, 2		,	,
R C R	,			, 24	40, 42	,
S E S		EA	20 ,	4 ,	20 ,	, 2
R C R AC	,			,	2,	,204 20
R C R C	0		4 2	2	0, 2	0,2 0
AC C	,				, 0	, 0
R T R		EA	4	2 ,400 00	2 ,	04,000 2
R R	0 ,220	EA	4	,2 , 4	2, 0 , 20	4 , 2 ,4
R R	, 0	EA	4	,4 0	, 2 20	0, 0 40
R S A R	, ,		0 0	, ,	4 ,0 0 4	0, 0 4
R ESS S	4	EA	0 0		0,24	0,24
C S T		S			, 20 00	, 20 00
R		S			, 00 00	, 00 00
				<b>Total:</b>	<b>\$ 54,382,178.89</b>	<b>\$ 48,422,200.74</b>

1. RS O C C ,2024
2. , , RS C C CC O ,N
3. US
4. E RS
5. 0
6. R R ,
7. C S 0 2 , 0 , 0 C 0 AC C
- 8.
9. T
10. T , 2
11. R 4
12. C C Zoning Regulations,

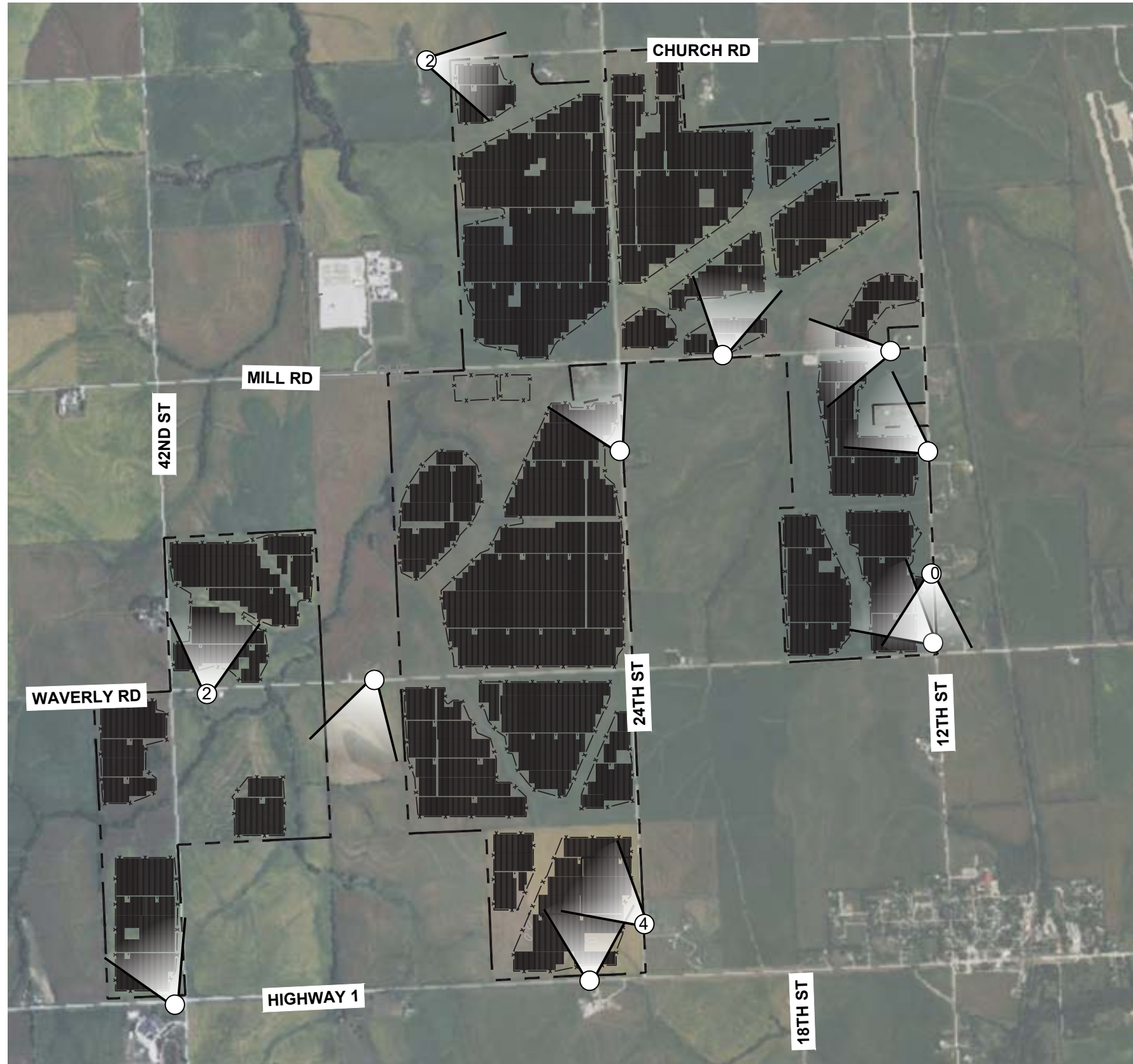
**Exhibit H**

**Sight Line Study with Visual Simulations**

(PLEASE SEE ATTACHED)

EXHIBIT H

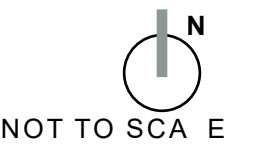




**NEXTERA ENERGY**

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CASS COUNTY, NE



**Kimley»Horn**

JUNE, 2024





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CASS COUNTY, NE

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EXISTING CONDITIONS

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JUNE, 2024





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**NEXTERA ENERGY**

CASS COUNTY, NE

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JUNE, 2024





**NEXTERA ENERGY**

CASS COUNTY, NE

0 2 RO OSE SO AR ARRAY

**Kimley»Horn**

JUNE, 2024

**Exhibit I**

**Vegetation Management and Landscape Screening Plan**

(PLEASE SEE ATTACHED)

EXHIBIT I

# **Cass County Solar Vegetation Management and Landscape Screening Plan**

**Prepared by:**  
**Cass County Solar Nebraska, LLC**  
**Cass County, Nebraska**  
**July 2024**



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Page

0									
2	R	R							4
	E	C							
20	S								
2	G	T							
22		C							
2	G	S							
24	T	S	S						
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### 1.0 INTRODUCTION

The Plan ("Plan") is prepared for the C  
S roject ("Project"). The proposed Project is a utility

A A, T , C C , N

T , T A A, 2-2

T S , S , S ,

### 1.1 Regulatory Requirements

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the panel's output NCSU 20  
NCSU 20 T  
T , NCSU 20



E A 20

### 1.3 Vegetation Management Plan

T C C S A S  
 N S  
 T S A S A C T  
 A S 20, 0, T N S  
 40 0 S

This Plan includes practices for multiple vegetation “zones” within the proposed facility:

- S A
- N
- S

A A, 2A – 2  
 S A S N  
 S S 2 S

## 2.0 SITE PREPARATION

### 2.1 General Timeline

T 2

TABLE 2.1.1 THE GENERAL TIMELINE OF VEGETATION MANAGEMENT ACTIVITIES

Activity	Timeframe
Obtain Seed: C	A
Site Monitoring During Construction	T

Activity	Timeframe
Site Preparation: C	A O 4
Permanent Seeding: T	T
Establishment Maintenance:	
Long-term Maintenance	

**2.2 Vegetation Contractor Qualifications**

C , T C ,

**2.3 General Site Preparation**

S , S  
A ,  
C , T C

**2.4 Temporary Site Stabilization**

T S ,  
T  
A T 24 , C ,

**TABLE 2.4 POTENTIAL COVER CROPS FOR USE AS TEMPORARY SEEDING.**

Common Name (Scientific Name)	Suggested Time of Use	Seeding Rate
Seed Oats ( <i>Avena sativa</i> )	– A	00
Annual Rye ( <i>Lolium multiflorum</i> )	–	0
Winter Wheat ( <i>Triticum aestivum</i> )	S – S	00
Rye ( <i>Secale cereale</i> )	S – S	00

**\*Dormant seeding is defined as seeding that occurs after the end of the growing season where the seed does not germinate but lies dormant until spring when it does germinate under more ideal conditions.**

**2.5 Soil Conditions**

T

A

**2.6 Site Hydrology Alterations**

**2.7 Eradication of Undesirable Vegetation**

S

A

N

T

2.8 Rough-Cut Mowing

4

2.9 Soil Decompaction/Seed Bed Preparation

A

T

S

T

A

3.0 PERMANENT VEGETATION INSTALLATION

3.1 Seeding Strategy

S

T

1. *Vegetation Height Restriction*

T

20

T

2. *Vegetation Response to Mowing*



3. Commercial Availability of Seed

,  
T

4. Microclimate Effect of Solar Panel Shading

T

T

T

S , , A C O S A

As a voluntary environmental stewardship action, a “N Seed Mix” will be installed

, A , , , A S T ,  
S A S N

**3.2 Methods of Seed Installation**

S

T

T

*Air Seeder or Hydroseeder*

S 2 ,

T

T

A

2 *No-till Grass Drill*

,  
T ,  
T

1/4” to 1/8”.

*Broadcast Seeding*

S 2 ,

T

T  
A

T

**3.3 Solar Array Seed Mix**

T  
S A 2A 2 T T  
S A C S A  
S J

**TABLE 3.3 THE GENERAL TIMING AND CORRESPONDING METHOD OF INSTALLATION OF SEED FOR OPTIMAL ESTABLISHMENT OF SOLAR ARRAY ZONE VEGETATION.**

General Timing	Method	Justification
Early March to Mid-May	A S N G S	S 40 4
Early August to Mid-September	A S N G S	S T 4
November 1 to when ground freezes for winter.	N G S	S T 0

**3.4 Native Buffer Zone Seed Mix**

T 4 N  
S A N S N  
T N S T  
S  
S J

**TABLE 3.4 THE GENERAL TIMING AND CORRESPONDING METHOD OF INSTALLATION OF SEED FOR OPTIMAL ESTABLISHMENT OF THE NATIVE BUFFER ZONE SEED MIX.**

General Timing	Method	Justification
Late March to Early-June	A S N G S	S 40 4
November 1 to when ground freezes for winter.	N G S	S 0 T

**3.5 Strategies for Seeding Needs Outside of Optimal Timing Windows**

T  
O  
T 24 T  
O  
, ,  
T

**3.6 Stabilization**

R S  
, , C

**4.0 ESTABLISHMENT MANAGEMENT: YEARS 1-3**

**4.1 General**

A  
,  
T

- U
- C

### 4.2 Solar Array Zone Seed Mix

S , N ,  
 T  
 ,  
 T  
 2 24 4 T  
 2 24 , T  
 20 , T  
 T  
 2 24 T  
 S T

### 4.3 Native Buffer Zone Seed Mix

N S , J  
 , N ,  
 T

- Year 1: 2 4  
 G , 2
- Year 2: 24 0 2  
 G , 2
- Year 3: , N

A S  
 , N T  
 4 , T  
 A  
 ,  
 T



### 4.4 Invasive Species and Weed Management

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 ,  
 ,  
 S 42 4 ,  
 ,  
 - , -  
 T  
 , T T 2,4  
 A  
 T - C ,  
 A S  
 A

### 4.5 Reseeding of Poorly Established Areas

R  
 , S  
 , O ,

## 5.0 LONG-TERM MANAGEMENT: YEAR 4 – END OF PROJECT

### 5.1 General

, T  
 ,  
 A

### 5.2 Solar Array Zone Seed Mix

A  
 T 2 24 T 4 , T  
 , , ,



## 7.0 REFERENCES

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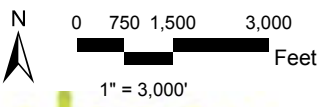
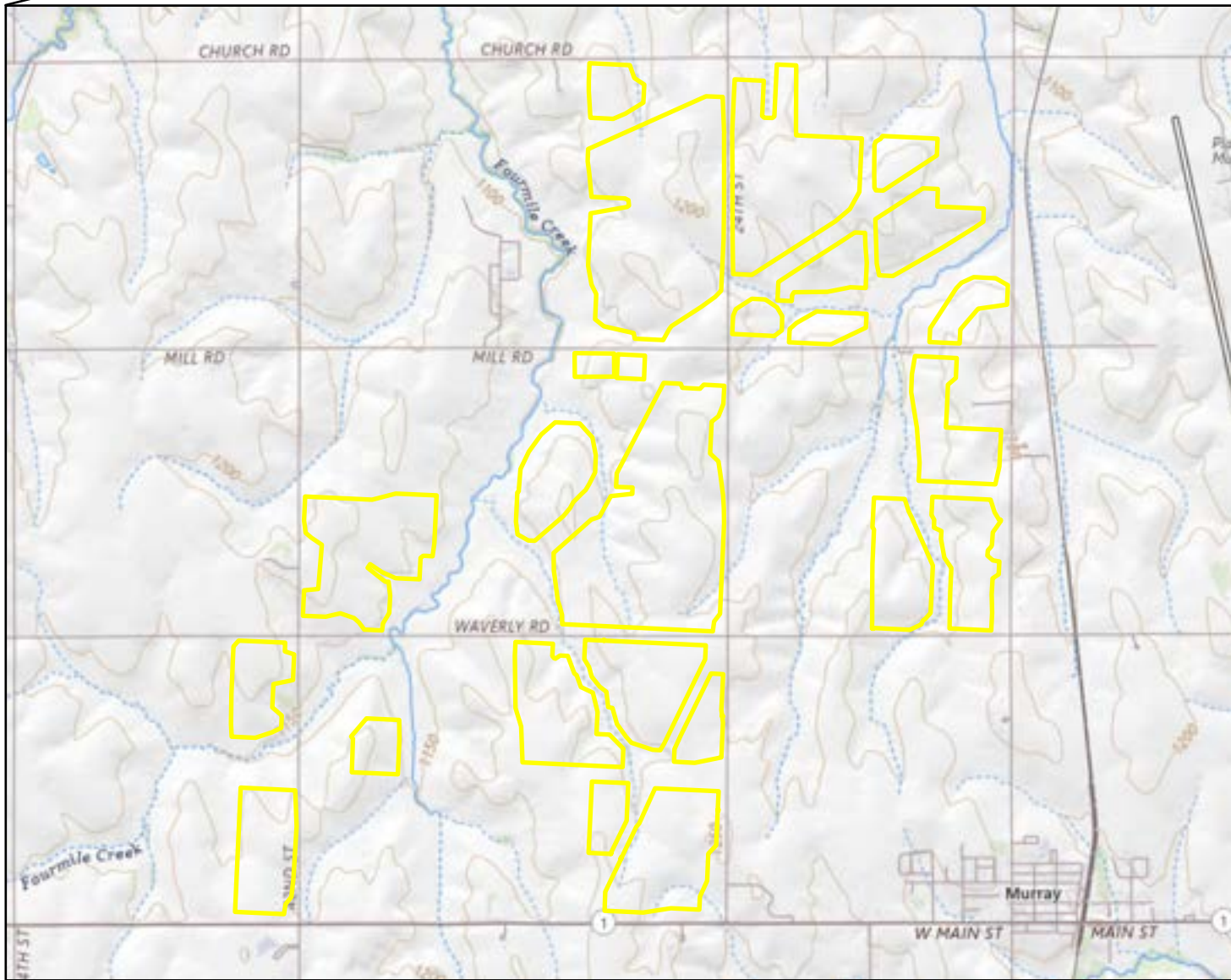
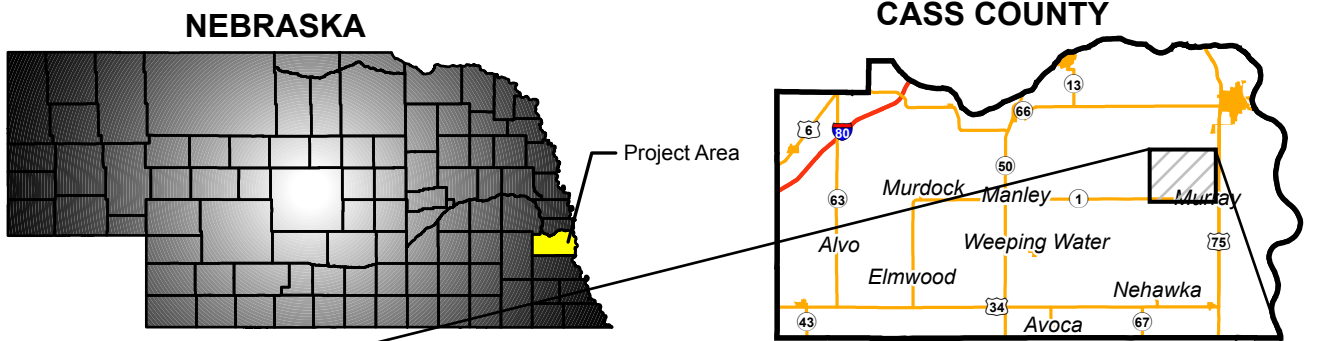
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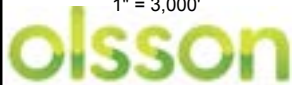
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## **Appendix A: Site Plan Figures**

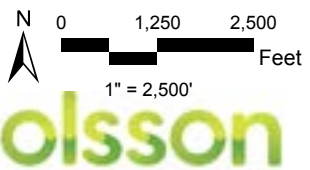
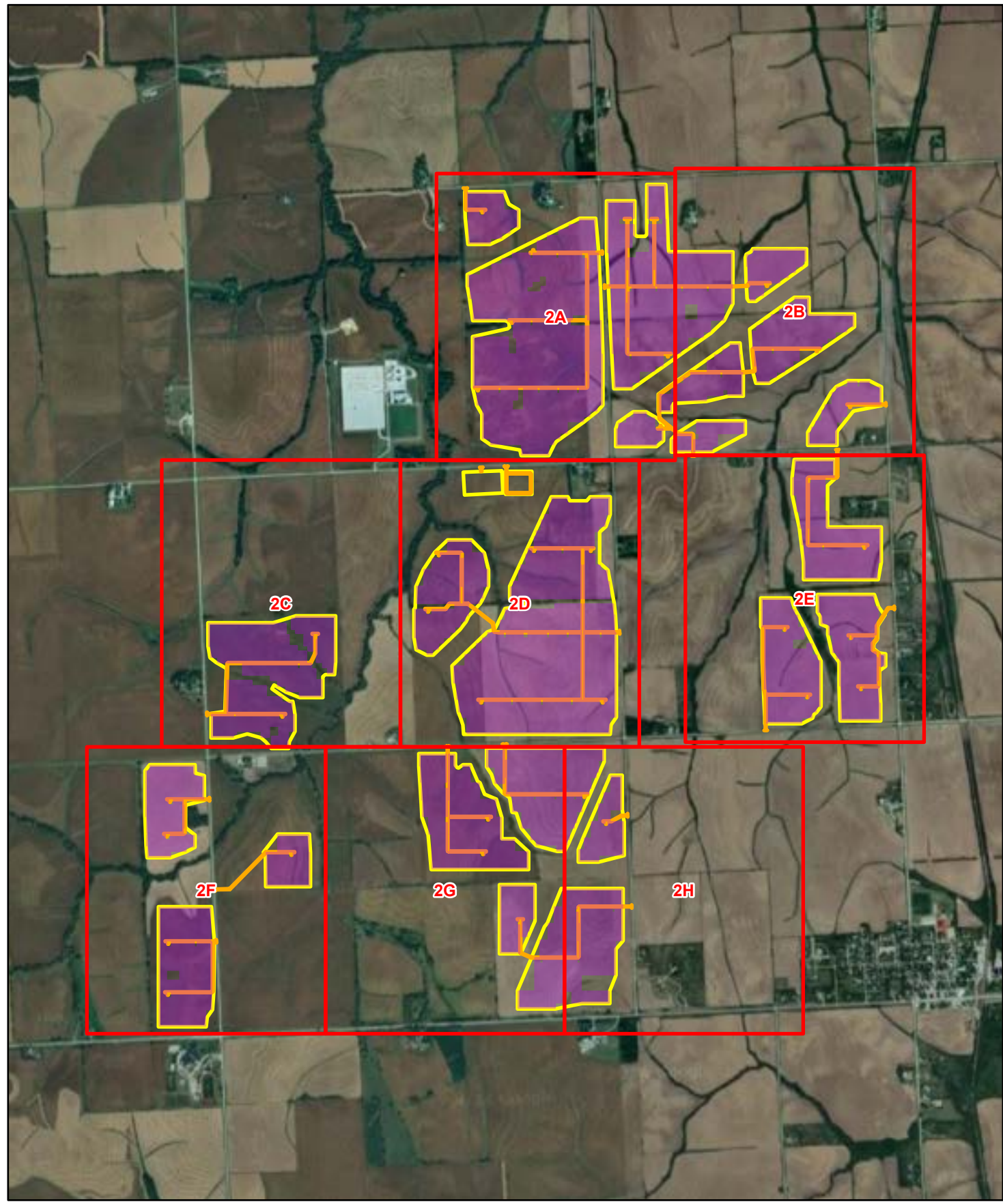





 Fence Line



**Cass County Solar**  
Cass County Solar, LLC  
Vegetation Management Plan  
Cass County, Nebraska  
**Location Map**  
Figure 1



-  Solar Panel Array
-  Fence Line
-  Access Road
-  Map Grid Index

**Cass County Solar**  
Cass County Solar, LLC  
Vegetation Management Plan  
Cass County, Nebraska  
**Site Plan Index Map**  
Figure 2

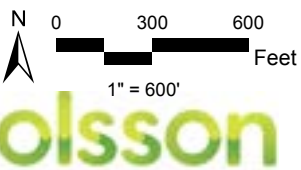










**olsson**

- |                   |                        |
|-------------------|------------------------|
| Solar Panel Array | <b>Vegetation Type</b> |
| Inverter          | Array Area Seed Mix    |
| Access Road       | Native Buffer Seed Mix |
| Fence Line        |                        |

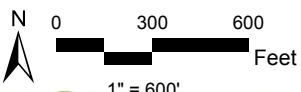
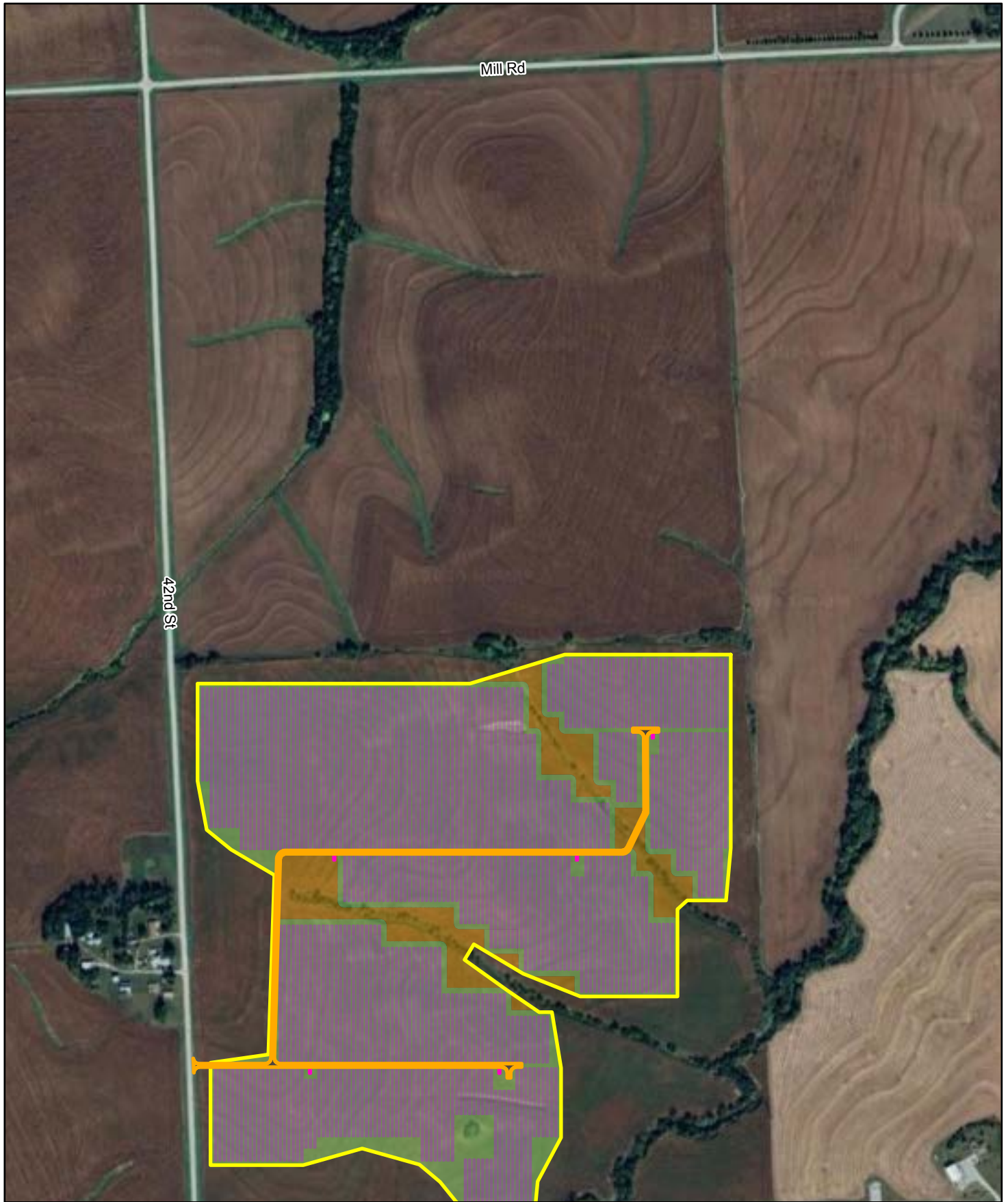
**Cass County Solar**  
Cass County Solar, LLC  
Vegetation Management Plan  
Cass County, Nebraska  
**Site Plan Detail Map**  
Figure 2A



- |   |  |
|---|--|
|  Solar Panel Array | <b>Vegetation Type</b>   |
|  Inverter          |  Array Area Seed Mix    |
|  Access Road       |  Native Buffer Seed Mix |
|  Fence Line        |  |

**Cass County Solar**  
Cass County Solar, LLC  
Vegetation Management Plan  
Cass County, Nebraska  
**Site Plan Detail Map**  
Figure 2B

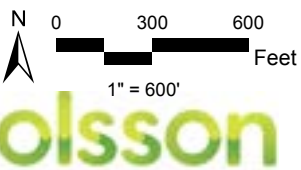
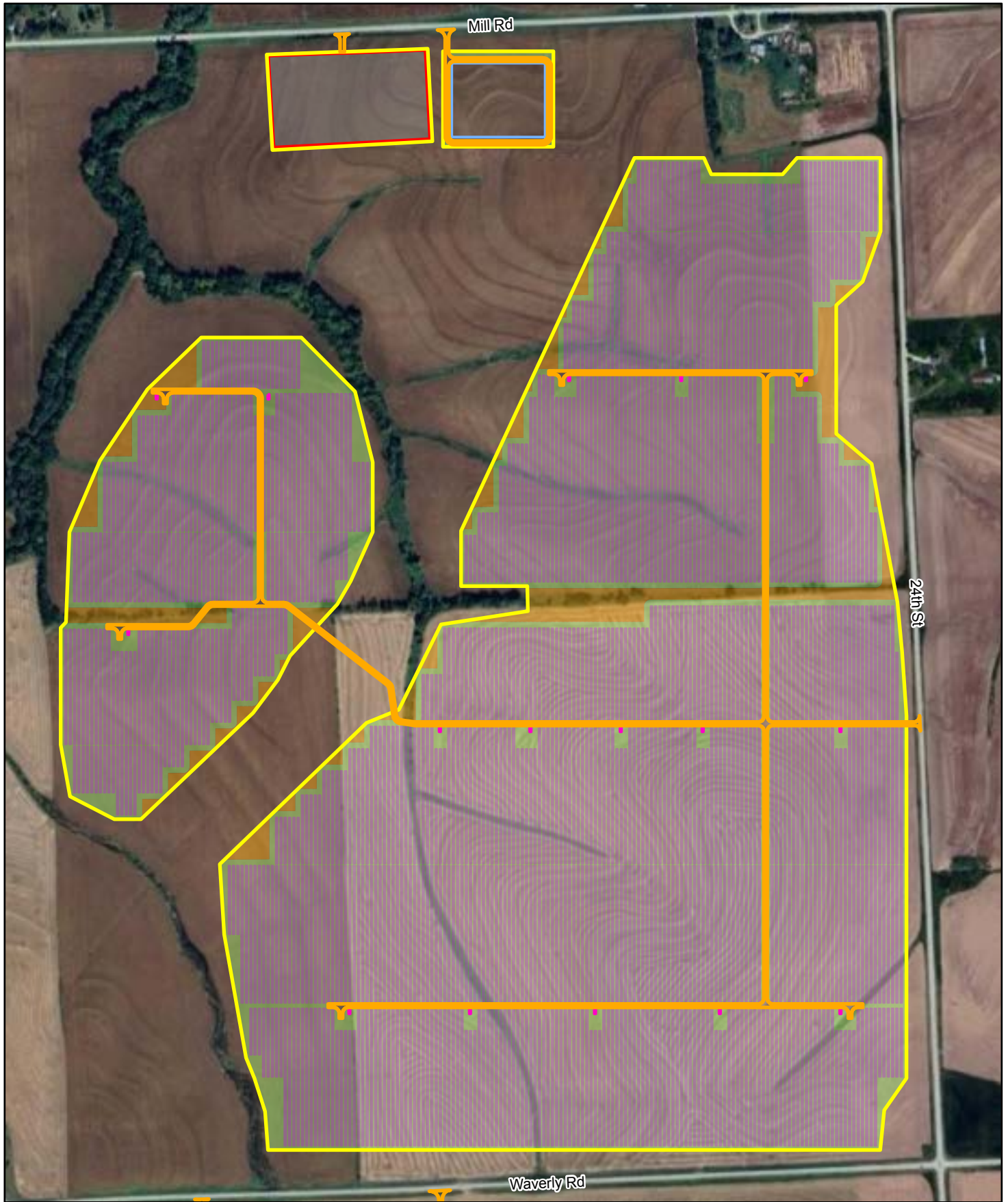




**olsson**

- |                   |                        |
|-------------------|------------------------|
| Solar Panel Array | <b>Vegetation Type</b> |
| Inverter          | Array Area Seed Mix    |
| Access Road       | Native Buffer Seed Mix |
| Fence Line        |                        |

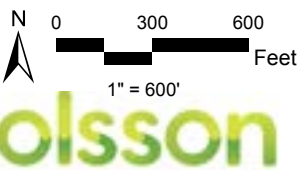
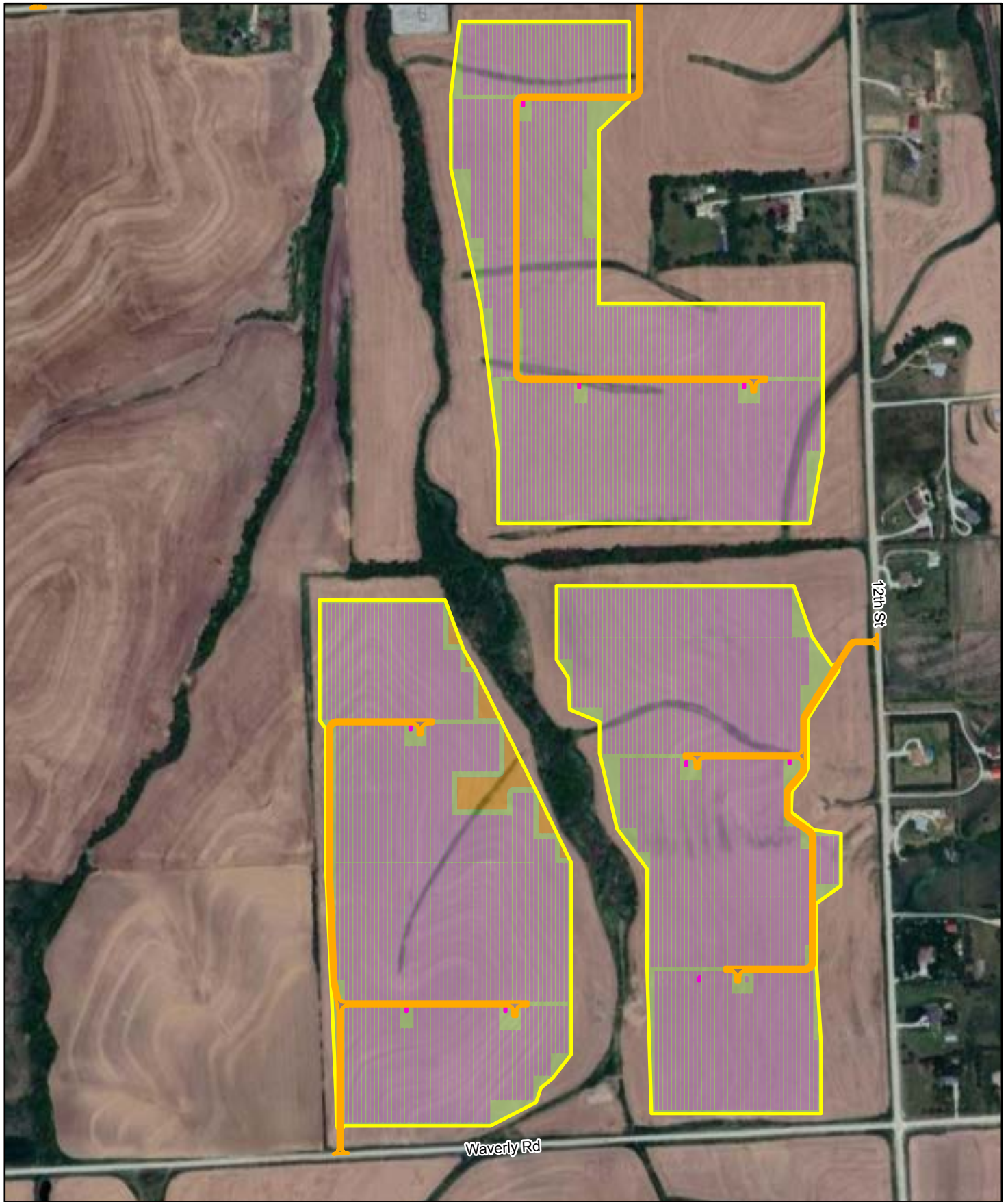
**Cass County Solar**  
Cass County Solar, LLC  
Vegetation Management Plan  
Cass County, Nebraska  
**Site Plan Detail Map**  
Figure 2C









- |                   |                        |
|-------------------|------------------------|
| Solar Panel Array | Fence Line             |
| Inverter          | <b>Vegetation Type</b> |
| Substation        | Array Area Seed Mix    |
| BESS              | Native Buffer Seed Mix |
| Access Road       | Gravel                 |

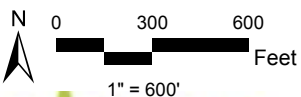
**Cass County Solar**  
 Cass County Solar, LLC  
 Vegetation Management Plan  
 Cass County, Nebraska  
**Site Plan Detail Map**  
 Figure 2D





- |   |  |
|---|--|
|  Solar Panel Array | <b>Vegetation Type</b>   |
|  Inverter          |  Array Area Seed Mix    |
|  Access Road       |  Native Buffer Seed Mix |
|  Fence Line        |  |

**Cass County Solar**  
Cass County Solar, LLC  
Vegetation Management Plan  
Cass County, Nebraska  
**Site Plan Detail Map**  
Figure 2E

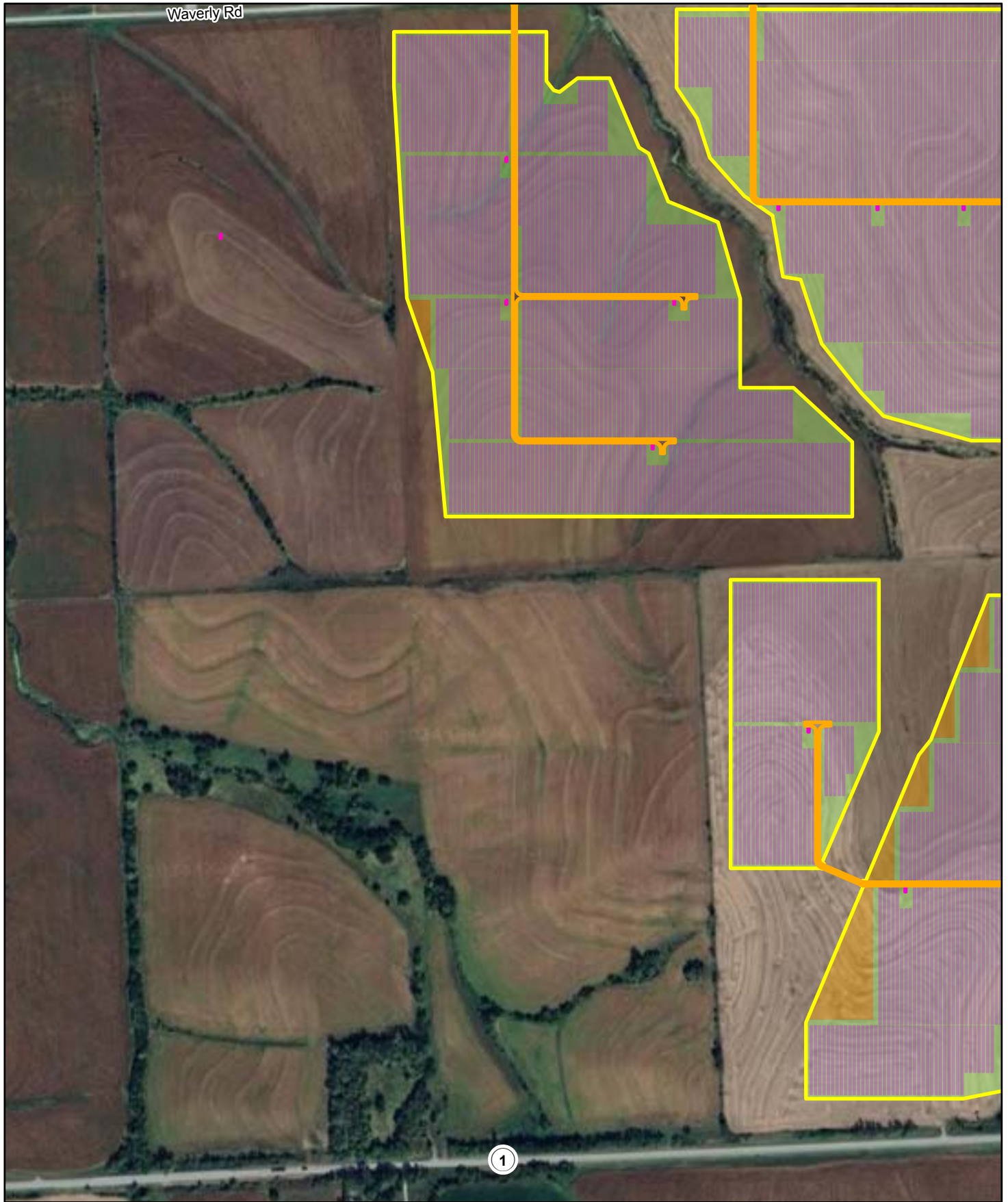


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- Solar Panel Array
- Inverter
- Access Road
- Fence Line
- Vegetation Type
- Array Area Seed Mix

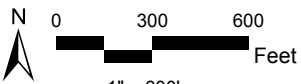
**Cass County Solar**  
Cass County Solar, LLC  
Vegetation Management Plan  
Cass County, Nebraska  
**Site Plan Detail Map**  
Figure 2F





Waverly Rd

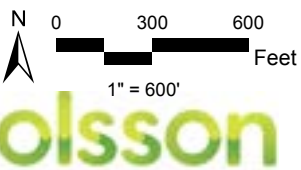
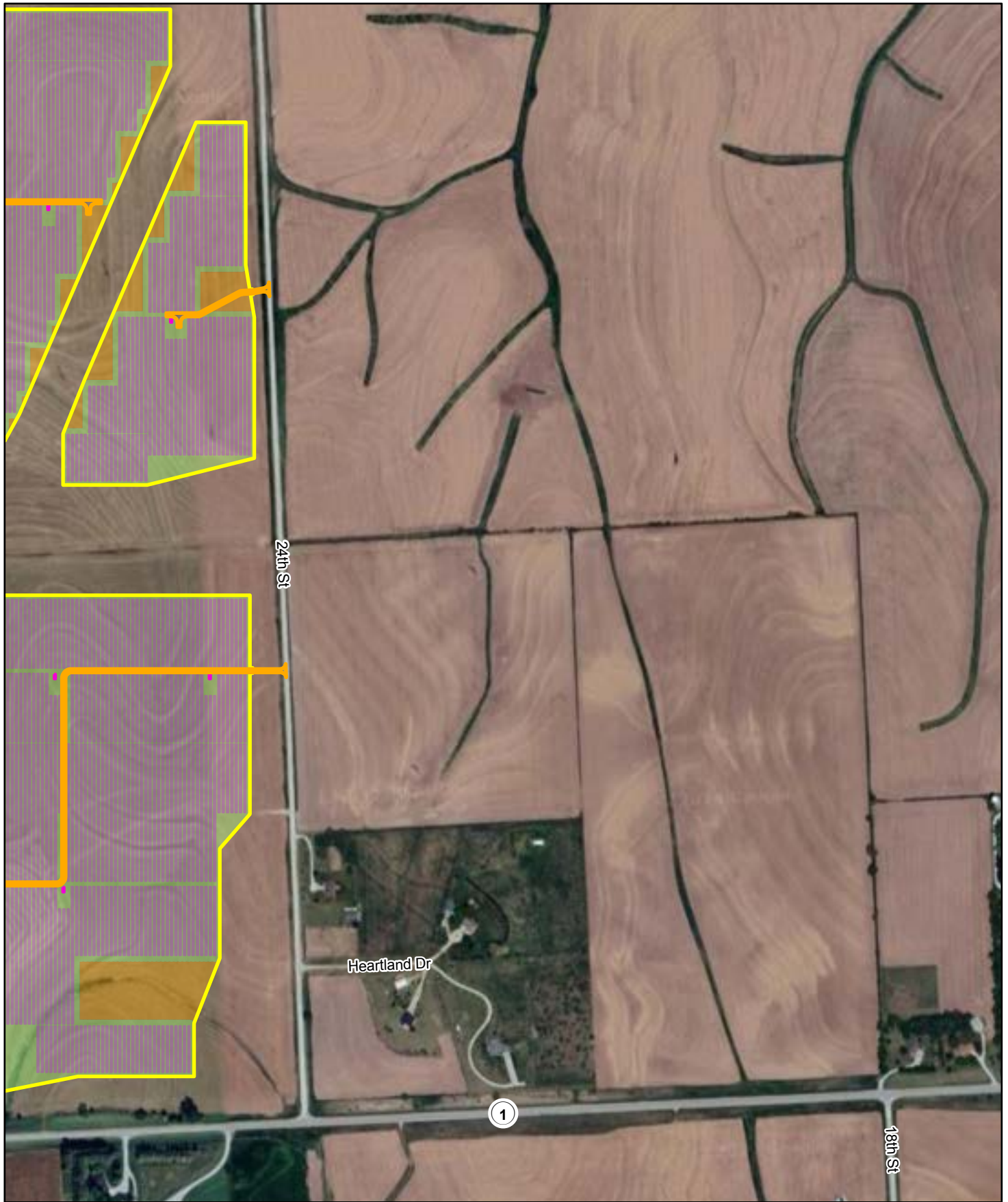
1



**olsson**

- |                     |                          |
|---------------------|--------------------------|
| — Solar Panel Array | <b>Vegetation Type</b>   |
| — Inverter          | — Array Area Seed Mix    |
| — Access Road       | — Native Buffer Seed Mix |
| — Fence Line        |                          |

**Cass County Solar**  
 Cass County Solar, LLC  
 Vegetation Management Plan  
 Cass County, Nebraska  
**Site Plan Detail Map**  
 Figure 2G



- |                   |                        |
|-------------------|------------------------|
| Solar Panel Array | <b>Vegetation Type</b> |
| Inverter          | Array Area Seed Mix    |
| Access Road       | Native Buffer Seed Mix |
| Fence Line        |                        |

**Cass County Solar**  
Cass County Solar, LLC  
Vegetation Management Plan  
Cass County, Nebraska  
**Site Plan Detail Map**  
Figure 2

## Appendix B: State Invasive and Noxious Plant List

Scientific Name	Common Name
<i>Cirsium arvense</i>	C T
<i>Euphorbia esula</i>	S
<i>Carduus nutans</i>	T
<i>Carduus acanthoides</i>	T
<i>Lythrum salicaria</i>	
<i>Centaurea stoebe</i> , <i>Centaurea diffusa</i>	S
<i>Tamarix ramosissima</i>	S
<i>Phragmites australis</i>	C R
<i>Sericea lespedeza</i>	S
<i>Fallopia japonica</i> <i>Reynoutria japonica</i>	J
<i>Reynoutria x behmica</i>	
<i>Reynoutria sachalinensis</i>	G

Source: Nebraska Department of Agriculture

[https://nda.nebraska.gov/plant/noxious\\_weeds/index.html](https://nda.nebraska.gov/plant/noxious_weeds/index.html)

## Appendix C: Solar Array Zone Seed Mix

Species	Scientific Name	Approximate Pure Live Seeds Per Square Foot	Bulks lbs. Per Acre	% of Mixture
<b>Graminoids</b>				
Prairie Junegrass	<i>Koeleria macrantha</i>	0	0 20	
Path Rush	<i>Juncus tenuis</i>		0 0	0
Kentucky Bluegrass	<i>Poa pratensis</i>	00	2	2
Sheep Fescue	<i>Festuca ovina</i>	24	2 40	0
Creeping Red Fescue	<i>Festuca rubra</i>	2 00	2 0	4
Hard Fescue	<i>Festuca ovina</i>	00	00	2
<b>Forbs</b>				
Western Yarrow (native source)	<i>Achillea millefolium occidentalis**</i>	00	0 20	
Crimson Clover	<i>Trifolium incarnatum</i>	0 00	00	
Heal All	<i>Prunella vulgaris*</i>	0	0 0	0
Calico Aster	<i>Symphyotrichum lateriflorum</i>		0 02	0
Heath Aster	<i>Symphyotrichum ericoides</i>	4	0 04	4
White Dutch Clover	<i>Trifolium repens</i>	4 00	2 0	4
Alsike Clover	<i>Trifolium hybridum</i>		0	4
	<b>Graminoids Total</b>	22		2 2
	<b>Forb Total</b>	00	0	
	<b>Total Seed Mix</b>	2		00 0
	S <i>T. repens</i>			
	T	S		



## Appendix D: Native Buffer Zone Seed Mix

T N S

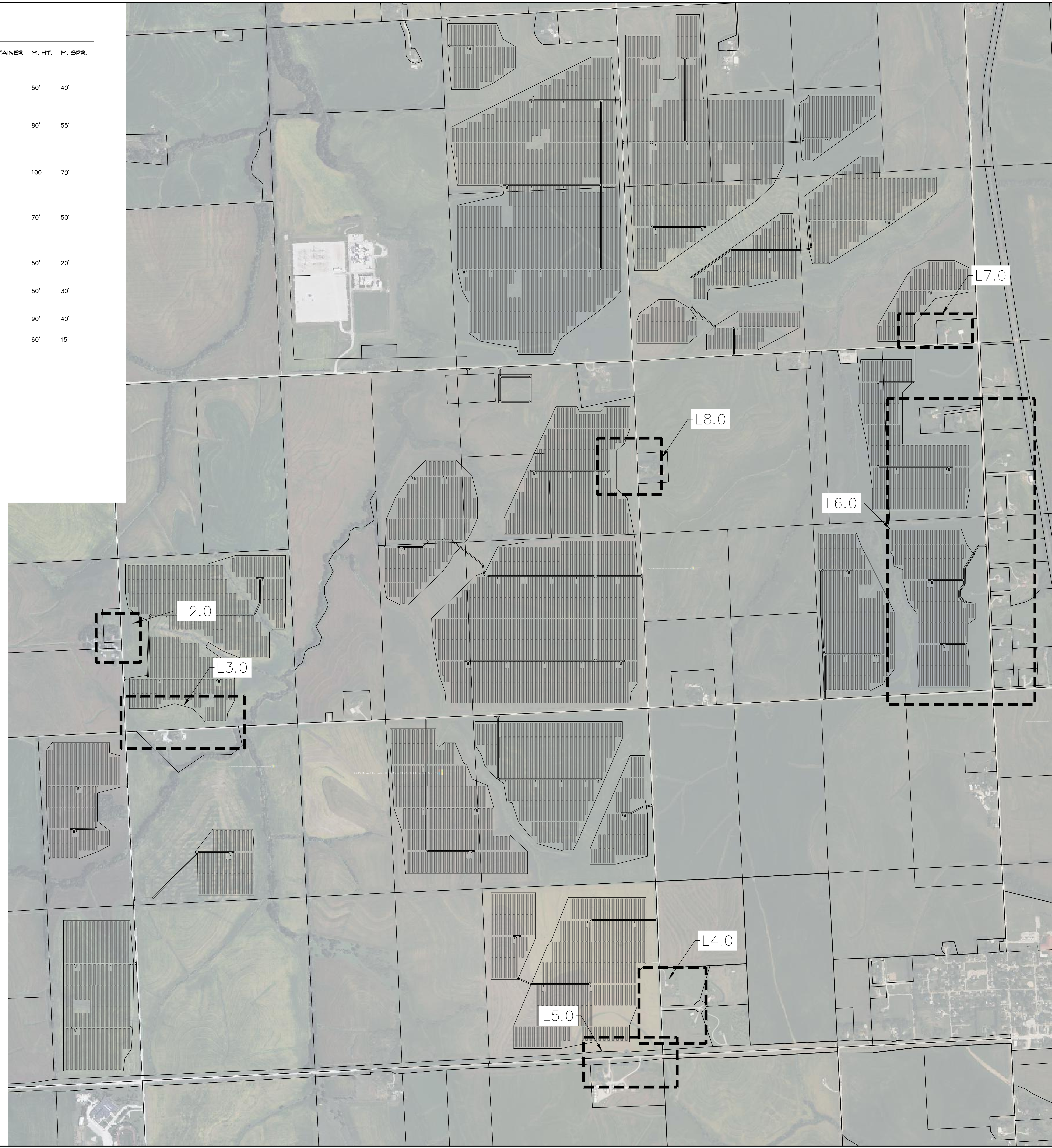
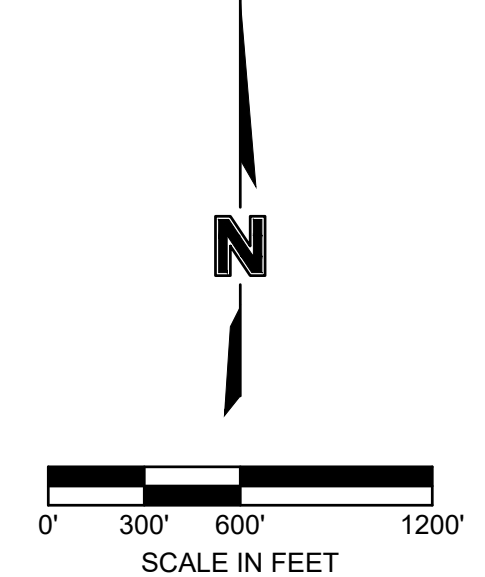
Species	Scientific Name	Approximate Pure Live Seeds Per Square Foot	Bulks lbs. Per Acre	% of Mixture
<b>Graminoids</b>				
Blue Grama	<i>Bouteloua gracilis</i>	22	0 24	4
Canada Wildrye	<i>Elymus canadensis</i>	0	0 0	
Prairie Junegrass	<i>Koeleria macrantha</i>	2 4	0 0 4	2
Little Bluestem	<i>Schizachyrium scoparium</i>		0 00	
Big Bluestem	<i>Andropogon gerardii</i>	0 4	0 40	
Sideoats Grama	<i>Bouteloua curtipendula</i>	0	0 00	
<b>Forbs</b>				
Black-eyed Susan	<i>Rudbeckia hirta</i>	2 2	0 0	5.3%
Prairie Mimosa	<i>Desmanthus illinoensis</i>	0	0 400	1.5%
Foxglove Penstemon	<i>Penstemon digitalis</i>	0	0 040	4.8%
Long-Headed Coneflower	<i>Ratibida columnifera</i>		0 2 0	9.6%
Field Goldenrod	<i>Solidago nemoralis</i>		0 0	4.7%
Gray-Headed Coneflower	<i>Ratibida pinnata</i>	0	0 0	2.3%
Hoary Vervain	<i>Verbena stricta</i>	0 0	0 0 0	0.8%
Prairie Cinquefoil	<i>Potentilla arguta</i>	2 2	0 02	5.3%
Slender Mountain Mint	<i>Pycnanthemum tenuifolium</i>		0 0 0	3.5%
Maximillian Sunflower	<i>Helianthus maximilliani</i>	0	0 200	2.4%
Giant Blue Hyssop	<i>Agastache foeniculum</i>	0	0 020	1.6%
Common Milkweed	<i>Asclepias syriaca</i>	0 0	0 0 0	0.0%
Western Yarrow	<i>Achillea millefolium</i>	4	0 04	7.8%
Wild Bergamot	<i>Monarda fistulosa</i>	02	0 040	2.6%
Purple Prairie Clover	<i>Dalea purpurea</i>		0 00	4.9%
Alsike Clover	<i>Trifolium hybridum</i>		0 200	7.9%
Red Clover	<i>Trifolium pratense</i>	0 4	0 0	2.4%
White Dutch Clover	<i>Trifolium repens</i>	2 4 2	0 0	6.1%
White Prairie Clover	<i>Dalea candida</i>	0 4	0 0 0	0.9%
Purple Coneflower	<i>Echinacea purpurea</i>	0 242	0 00	0.6%
	<b>Graminoids Total</b>	0 020	4	2 0
	<b>Forb Total</b>	0 0	2	0
	<b>Total Seed Mix</b>	40 0		00 0

## **Appendix E: Landscape Screening Exhibits**



PLANT SCHEDULE

SYMBOL	CODE	QTY	2	3	4	5	6	7	8	BOTANICAL / COMMON NAME	CAL/HT	CONTAINER	M. HT.	M. SPR.
<b>DECIDUOUS TREES</b>														
	AR	4		4						ACER RUBRUM RED MAPLE	2.5" CAL.	B&B	50'	40'
	CI	15				15				CARYA ILLINOINENSIS NORTHERN PECAN	2.5" CAL.	B&B	80'	55'
	PO	22					22			PLATANUS OCCIDENTALIS SYCAMORE	2.5" CAL.	B&B	100'	70'
	UA	10					10			ULMUS AMERICANA AMERICAN ELM	2.5" CAL.	B&B	70'	50'
<b>EVERGREEN TREES</b>														
	AB	30					30			ABIES BALSAMEA BALSAM FIR	8' HT.	B&B	50'	20'
	PA	91		48	6	37				PICEA ABIES NORWAY SPRUCE	8' HT.	B&B	50'	30'
	PS	72	10		6	37	9	10		PINUS STROBUS EASTERN WHITE PINE	8' HT.	B&B	90'	40'
	PM	30					30			PSEUDOTSUGA MENZIESII DOUGLAS FIR	8' HT.	B&B	60'	15'



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Omaha, NE 68106  
olsson.com  
TEL: 402.341.1116  
FAX: 402.341.5895  
Olsson - Engineering  
Nebraska COA #CA-0638

REV. NO.	DATE	REVISIONS DESCRIPTION	BY

CASS COUNTY LANDSCAPE SCREENING OVERVIEW

CASS COUNTY SOLAR LANDSCAPE SCREENING

MURRAY, NEBRASKA

2024

drawn by: JMS  
checked by: JMS  
GACD by: JMS  
project no: 021-06764  
date: 07.08.2024

SHEET L1.0

I:\a\o\consulting\com\h\h-rs\1\projects\2021\06501-07000\021-06764\0-Design\Exhibits\Tree Screening\02-06-26\_A21-06764\_NextEra\_CassCounty\_Screening.dwg  
DATE: Jul 08, 2024 12:52pm USER: ehilbrn



























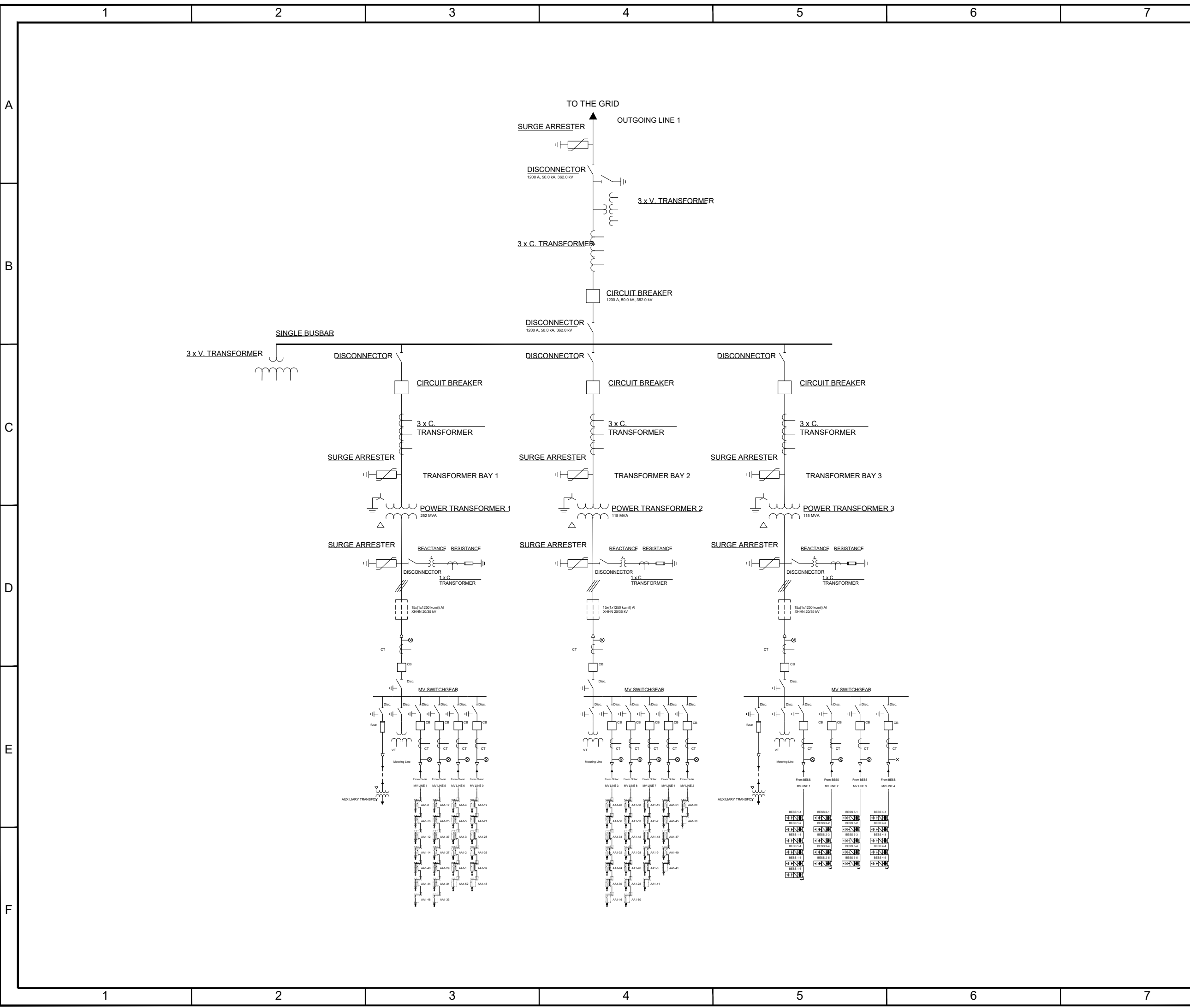


**Exhibit J**

**Single Line Drawing of Electrical Components**

(PLEASE SEE ATTACHED)

EXHIBIT J



**Notes**

354.0/35.0 kV simple busbar is an outdoor air-insulated substation. 35.0 kV switchgear is indoor type. The buses are 7.87/7.24 in

CHARACTERISTICS OF THE HV: 354.0 kV  
 Maximum voltage for the system: 362.0 kV  
 Lightning withstand voltage: 975.0 kV  
 Short-circuit level: 50.0 kA  
 Number of transformer bays: 2  
 Number of output bays: 1  
 Substation arrangement: simple busbar

CHARACTERISTICS OF THE MV/HV: 354.0/35.0 kV  
 Number of power transformers: 3

CHARACTERISTICS OF THE MV: 35.0 kV  
 Number of output lines: 3  
 Number of incoming lines: 13  
 MV cubicles arrangement: simple busbar  
 Maximum voltage for the system: 36.2 kV  
 Lightning withstand voltage: 150.0 kV  
 Short-circuit level: 25.0 kA

**Legend**

- Circuit breaker
- Current Transformer
- Disconnecter
- Earthing Disconnecter
- Fuse
- Grounding Device
- Surge arrester
- Voltage Detector
- Three Phase
- Voltage transformer
- Power transformer

01	BESS ADD	KHA	2024-06-12
00	FIRST VERSION	RP	2024-05-28
REV	DESCRIPTION	BY	DATE

FOR INFORMATION ONLY



NextEra Energy

PROJECT:  
Cass County Solar + BESS

DRAWING:  
Simple Busbar - Substation SLD

SCALE: Not to scale	SHEET: 1 / 1
REVISION: 00	DATE: 2024-06-12
DIN A3	



**Exhibit K**

**Operation and Maintenance Plan**

(PLEASE SEE ATTACHED)

EXHIBIT K

## Solar PV O&M Plan

**Section 1.1 Scope of Services.** Nextera Operating Services shall perform or cause to be performed the following service and maintenance:

- 1.1.1 Perform all scheduled and unscheduled service and required preventative maintenance of all equipment including; PV module, and components: inverters, controllers, control panels, connections to SCADA system sensors, DC electrical collection system, including the controls, and instruments and resetting of inverters, according to PV module and inverter O&M Manual. Also provide scheduled and unscheduled services to the electrical system from the inverters to the substation including the padmount transformers and collection system. Generic Preventative Maintenance Schedule – PV Solar is a description of the preventive maintenance task and schedule.
- 1.1.2 Coordinate all warranty work with PV equipment and inverter supplier during the warranty period.
- 1.1.3 Provide qualified supervision of service and maintenance employees.
- 1.1.4 Provide all materials, tools, supplies, consumables, equipment, vehicles, maintenance equipment, safety equipment, operating equipment and other supplies, necessary to conduct scheduled and unscheduled service and preventative maintenance of the Equipment per manufacturer's specifications.
- 1.1.5 Provide regular and ongoing reports concerning the service and maintenance of the Equipment.
- 1.1.6 Provide 24-hour remote monitoring and diagnostic analysis of site conditions from the ROCC (Renewable Operations Control Center) in Palm Beach Gardens, FL.
- 1.1.7 Provide timely telephonic, electronic and written notice, if required, in the event of any Facility malfunction or unusual event at or involving the Facility equipment.
- 1.1.8 Maintain at all times a clean and presentable Facility with respect to the delivery of Service.
  - (a) Maintain the Facilities free from all debris and Materials related to the Services.
- 1.1.9 Maintain the Facility in compliance with all applicable federal, state, and local laws/ordinances and regulations, including but not limited to:
  - (a) Safety, industrial hygiene, and environmental conditions on, under or about the Facility, endangered species, and Hazardous Materials.
  - (b) Comply with site mandated safety and environmental standards.

Location	Preventive Maintenance Schedule - PV Solar	R
	OR OR ER ESCR TON	
Substation	GSU AN AUX TRANS OR ERS , O SA E, ROTECT E E CE NS , R	Y
<b>SITE</b>	TE U ENT NS AN ANTENANCE	Y
	CONTRO SYSTE CY ER SECUR TY UARTER Y A ARE ROTECT ON	
	ROTECT CRT CA CONTRO SYSTE S UARTER Y AC U RESTORE	
	ROTECT CONTRO SYSTE S ANNUA AC U RESTORE	Y
	SER ER RE OOTS	
	EE Y O , SU STAT ON, AN ONT Y	
	EE Y O AN SU STAT ON	
	TE ORARY ROTECT E GROUN S NS ECT AN TEST	Y
	EA O ERAT ONS AN ANTENANCE AN SUR EY	Y
	C E CA N ENTORY ST RE E	Y
	ERSONA ROTECT EE U ENT ROGRA AU T	Y
	E ERGENCY ACT ON AN RE E	Y
	OS A 00 OG AN 00A SU ARY OST ANNUA	Y
	G CONTRACTOR STOR OR ENTAT ON ANNUA RE E	Y
	O ERAT ONS ETER AN E U ENT CA RAT ON	Y
	CON NE S ACE ROGRA AU T	Y
	UARTER Y EN RON ENTA SE ASSESS ENTS	
	E ECTR CA E G O ES TEST	
	E ECTR CA G O ES TEST	
	E ECTR CA E SU TS NS ECT ON	
	N ANT C EARANCE AG NG RE E	Y
	RST A , , NSECT TS, AST RES ONSE AG NS ECT ON	
	AE NS ECT ON	
	RE EXT NGU S ER SUA ER CAT ON	
	A ERS ORTA E NS ECT ON	
	A ERS XE ERT CA NS ECT ON	Y
	ANNUA RE EXT NGU S ER CER CAT ON	Y
	E ERGENCY ACT ON AN R	
	S CCT TRANS OR ERS UE TAN O CONTANNGE U ENTAN S TS	
	NS ECT ON	
	ASTE EE Y A UN ERSA ASTE NS ECT ONS	
	ASTE EE Y A ONT Y UN ERSA ASTE NS ECT ONS	
	EGETAT ON ANAGE ENT	
	ROA ANAGE ENT	
	SE NS ECT ON	
	E ERGENCY G TS EXT S GNS TEST	
	UT TY E C ES NS ECT ON	
	E C ES NS ECT ON	
	ORTA EE EYE AS NS ECT ON	
	ORTA EE U ENT NS ECT ON	
	C E CA CA NET NS ECT ON	
	ANNUA SU ER REA NESS	Y
	ANNUA NTER REA NESS	Y
<b>Revenue Meter</b>	RE ENUE ETER CA RAT ON AN ENCRY T ON CERT CATE	Y
<b>HV</b>	S TC YAR T ER OGRA C SCAN	
	S TC YAR T ER OGRA C SCAN, ER O C NS AN ANTENANCE	2
	GSU TEST NG	Y
	REA ER ANUA O ERAT ONS TEST	Y
	GENERA ATTERY NS	
	GENERA ATTERY E ANCE NS	
	GENERA ATTERY E ANCE S EC CGRA TY ATTERY NS	2
	ATTERY C ARGER NS AN ANTENANCE	
	TE ECO UN CAT ONS E U ENT TEST	Y
	ACO ER EA CO ECT ON SYSTE NS R	Y
	AC NS AN ANTENANCE	

<b>Preventive Maintenance Schedule - PV Solar</b>		
<b>Location</b>	OR OR ER ESCR T ON	R
<b>PCS</b>		
	CS X R N SE ANNUA	
	CS X R N ANNUA	Y
<b>DC Array</b>		
	A TRAC ER ASSESS ENTS	
	A CURRENT C EC SAN T ER OGRA C SCAN	
<b>PV MODULE</b>		
	O U E NS 00	Y
<b>Met Station</b>		
	ET STAT ON	
	ET STAT ON ATTERY CA RAT ON AN NS ECT ON	4
	ET STAT ON ATTERY ENT RE CA RAT ON AN NS ECT ON	Y



**Exhibit L**

**Notice Requirements**

(PLEASE SEE ATTACHED)

EXHIBIT L

**NEXTERA - CASS COUNTY SOLAR (DOC #6388332)  
PARCELS WITHIN ONE-HALF MILE & AIRPORTS WITHIN 10 MILES**

	Tax ID #	FullSitusAddress	OwnerName1	OwnerName2	OwnerAddress1	OwnerAddress2	OwnerCity	OwnerStat	OwnerZip	LegalDescription
1	130036560		VILLAGE OF MURRAY		PO BOX 79		MURRAY	NE		MURRAY -- OUTLOTS SL1 & 2 OF 9 & VAC BUETHE AV EXC PT DB118 P618 SW1/4 SE1/4 15-11-13 (7.86)
2	130039063		HENSCH, JOHN A & TRACY L		508 W YOUNG ST		MURRAY	NE	68409	MURRAY -- FITZPATRICK'S 3RD LOT 11
3	130039101		BABE, STEVEN O & JULIE L		300 PARKVIEW CIR		MURRAY	NE	68409	MURRAY -- FITZPATRICK'S 3RD LOT 8
4	130039128	304 PARKVIEW CIR MURRAY NE 68409	DIMINICO, JOSEPH SR & ALMA		304 PARKVIEW CIR		MURRAY	NE	68409	MURRAY -- FITZPATRICK'S 3RD LOT 7
5	130039136		JOCHIM, THEODORE E TTEE		310 PARKVIEW CIR		MURRAY	NE	68409	MURRAY -- FITZPATRICK'S 3RD LOT 6
6	130152005		WEHRBEIN LAND COMPANY		5812 HWY 66		PLATTSMOUTH	NE	68048	09-11-13 SE1/4 NE1/4 & N1/2 NE1/4 EXC TL3 (108.69)
7	130152048		RICE, LINDA A		3418 MCKELVIE RD		MURRAY	NE	68409	09-11-13 TL4 W1/2 NW1/4 EXC TL5 (93.65)
8	130152056		RICE, PAUL M & SUSAN E		5712 SUSAN DR		NEHAWKA	NE	68413	09-11-13 TL5 W1/2 SW1/4 EXC TL4 & SL1 & SL2 OF TL2 (63.04)
9	130152080		PLATTSMOUTH AIRPORT AUTHORITY		PO BOX 128		PLATTSMOUTH	NE	68048	11-11-13 S1/2 NE1/4 & LTS 14 & 15 N1/2 NE1/4 & MISC B43 P91 E1/2 E1/2 EXC HWY (134.81)
10	130152099		SPANGLER, MARK G		9314 12TH ST		MURRAY	NE		11-11-13 E1/2 NW1/4 (80)
11	130152137		NATURAL GAS PIPELINE CO OF AMERICA	ATTN TAX DEPT	PO BOX 868		HOUSTON	TX	77001	09-11-13 SL1 OF L2 SW1/4 (.31)
12	130152188		SPANGLER, MARK G		9314 12TH ST		MURRAY	NE		11-11-13 W1/2 NW1/4 LYING E OF RR ROW (32.50)
13	130152196		WILES INVESTMENT CO LTD		PO BOX 486		PLATTSMOUTH	NE	68048	11-11-13 N1/2 SE1/4 EXC HWY & PT MISC B43 P91 (61.40)
14	130152269		WILES INVESTMENT CO LTD		PO BOX 486		PLATTSMOUTH	NE	68048	11-11-13 L16 TO 19 EXC HWY & PT MISC B43 P91 S1/2 NE1/4 (26.29)
15	130152277		DOWNEY, LISA SCHLICHTEMEIER TTEE		3936 WOODLAWN AVE N		SEATTLE	WA	98103	11-11-13 SW1/4 E OF RR (95.50)
16	130152285		KOELZER, SCOTT K	& DONETTE J KOELZER	402 WAVERLY RD		MURRAY	NE	68409	11-11-13 S1/2 SE1/4 EXC TL26 & DB167 P200 & HWY (67)
17	130152331	1320 MILL RD MURRAY NE 68409	ZASTERA, WILLIAM B & MARLENE F		1320 MILL RD		MURRAY	NE	68409	03-11-13 5A SE CORNER SE1/4 SE1/4 (5)
18	130152498	10616 12TH ST MURRAY NE 68409	MARTIN, JESSE E TTEE		10616 12TH ST		MURRAY	NE	68409	10-11-13 L7 NE1/4 NE1/4 (3.81)
19	130152528		UHE, DONALD L & MARILYN R		5407 MILL RD		PLATTSMOUTH	NE		04-11-13 N1/2 NW1/4 EXC TL4 (78.72)
20	130152587	10610 12TH ST MURRAY NE 68409	GOFF, ALLAN & TINA		10610 12TH ST		MURRAY	NE	68409	10-11-13 L8 E1/2 NE1/4 (4.52)
21	130152684		HAMMONS, VIRGIL L & MARIE E CO-TTEES		12017 12TH ST		PLATTSMOUTH	NE	68048	02-11-13 E1/2 NW1/4 EXC L18 (76.67+-)
22	130152692		OPPD	C/O REAL PROPERTY & LM	444 S 16TH ST MALL	6W/EP4	OMAHA	NE	68102	04-11-13 S1/2 NW1/4 & SW1/4 EXC S400' OF E533.61' OF W176.' (235.60) AG LEASE 130396659
23	130152757		REICHART, FRED D TTEE	DEANNA J REICHART TTEE	316 KENOSHA RD		MURRAY	NE	68409	10-11-13 PT L1 NW1/4 NE1/4 & L2 SW1/4 NE1/4 (14.63)
24	130152862	12017 12TH ST PLATTSMOUTH NE 68048	HAMMONS, VIRGIL L & MARIE E	CO TRUSTEES	12017 12TH ST		PLATTSMOUTH	NE	68048	02-11-13 W1/2 NW1/4 W OF RR (19.01)
25	130152870		MEISINGER, DOUGLAS E TRUSTEE		3520 MYNARD RD		PLATTSMOUTH	NE	68048	05-11-13 NE1/4 EXC LTS 1 & 3 & TL4 (141.23)
26	130152935		REICHART, FRED D TTEE	DEANNA J REICHART TTEE	316 KENOSHA RD		MURRAY	NE	68409	10-11-13 NW1/4 EXC TL9 & 10 (152.57)
27	130152943		STONES, LARRY D & LORENE A		6306 S 109TH ST		OMAHA	NE	68137	02-11-13 SW1/4 E OF RR (131.19)
28	130153036		REICHART, FRED D TTEE	DEANNA J REICHART TTEE	316 KENOSHA RD		MURRAY	NE	68409	10-11-13 NE1/4 SW1/4 (40)
29	130153117		REICHART, FRED D TTEE	DEANNA J REICHART TTEE	316 KENOSHA RD		MURRAY	NE	68409	10-11-13 NW1/4 SW1/4 (40)
30	130153125		PLATTSMOUTH AIRPORT AUTHORITY		PO BOX 128		PLATTSMOUTH	NE	68048	02-11-13 TL9 EXC HWY SE1/4 (123.74)
31	130153281		NOLTE, BRUCE J & MARY ANN TTEES		30147 BRIORWOOD RD		PAYNESVILLE	MN	56362	10-11-13 SE1/4 SW1/4 (40)
32	130153303		HAMMONS, VIRGIL L & MARIE E	CO TRUSTEES	12017 12TH ST		PLATTSMOUTH	NE	68048	03-11-13 E1/2 NE1/4 (80.76)
33	130153389		ENGELKEMIER FARMS LLC		5444 WEST 150TH TERRACE		LEAWOOD	KS	66224	10-11-13 SE1/4 (160)
34	130153419		GREEN ACRES LLC		700 CALVERT ST		LINCOLN	NE	68502	05-11-13 W1/2 SE1/4 (80)
35	130153524		NOLTE, RONALD W TTEE		5700 CHURCH RD		PLATTSMOUTH	NE	68048	07-11-13 S1/2 NE1/4 & SE1/4 (240)
36	130153559		REHCDH LLC	C/O ROGER E HOWARD	720 N 156TH AVE		OMAHA	NE	68118	08-11-13 E1/2 NE1/4 (80)
37	130153567	2101 CHURCH RD PLATTSMOUTH NE 68048	COLE SEED FARM INC		2101 CHURCH RD		PLATTSMOUTH	NE	68048	03-11-13 1.45A NE1/4 NW1/4 (1.45)
38	130153621	9920 42ND ST MURRAY NE 68409	WORTHAN, HELEN ANN TTEE		9920 42ND ST		MURRAY	NE	68409	08-11-13 S1/2 SW1/4 (80)

39	130153648		REHCDH LLC	C/O ROGER E HOWARD	720 N 156TH AVE		OMAHA	NE	68118	08-11-13 W1/2 NE1/4 (80)
40	130153710	9920 42ND ST MURRAY NE 68409	WORTHAN, HELEN ANN TTEE		9920 42ND ST		MURRAY	NE	68409	08-11-13 N1/2 SW1/4 EXC TL1 (77)
41	130153729		NOLTE, RONALD W TTEE		5700 CHURCH RD		PLATTSMOUTH	NE	68048	08-11-13 NW1/4 EXC TL2 (155)
42	130153834		WILES INVESTMENT CO LTD		PO BOX 486		PLATTSMOUTH	NE	68048	14-11-13 L8 NE1/4 NW1/4 & FR PT E OF RR NW1/4 NW1/4 EXC SL1 & RR (34.08)
43	130153842		MINFORD FARMS LLC	C/O MINFORD, GEORGE MICHAEL	204 N DAVIS AVE		MURRAY	NE	68409	14-11-13 L27 28 29 30 31 & 32 N1/2 NE1/4 EXC HWY (72.66)
44	130153915		MINFORD FARMS LLC	C/O MINFORD, GEORGE MICHAEL	204 N DAVIS AVE		MURRAY	NE	68409	14-11-13 L9 NW1/4 NW1/4 EXC RR & PT E OF RR (36.86)
45	130153923		MINFORD FARMS LLC	C/O MINFORD, GEORGE MICHAEL	204 N DAVIS AVE		MURRAY	NE	68409	14-11-13 L7 SW1/4 NW1/4 & PT L6 W OF RR SE1/4 NW1/4 EXC RR (41.82)
46	130153931		MINFORD FARMS LLC	C/O MINFORD, GEORGE MICHAEL	204 N DAVIS AVE		MURRAY	NE	68409	14-11-13 S1/2 NE1/4 EXC HWY (74.38)
47	130154024		WILES INVESTMENT CO LTD		PO BOX 486		PLATTSMOUTH	NE	68048	14-11-13 L6 SE1/4 NW1/4 EXC RR & EXC PT W OF RR (34.21)
48	130154091	100 N RIEKE AVE MURRAY NE 68409	WAGNER, JUNE		100 N RIEKE AVE		MURRAY	NE	68409	MURRAY -- OUTLOTS PT L9 & SL1 OF SL3 OF L9 SW1/4 SE1/4 15-11-13 (1.05)
49	130154148		ROSS, LANCE & SONJA		2703 HWY 1		MURRAY	NE	68409	17-11-13 SE1/4 EXC HWY (155.98)
50	130154156		REHCDH LLC	C/O ROGER E HOWARD	720 N 156TH AVE		OMAHA	NE	68118	18-11-13 NE1/4 (160)
51	130154180	620 W MAIN ST MURRAY NE 68409	HELLBUSCH, EDWARD L & JODY L	C/O HARRIS/STEVE	620 W MAIN ST		MURRAY	NE	68409	MURRAY -- OUTLOTS SL2 OF SL3 OF L9 SW1/4 SE1/4 15-11-13 (2.74)
52	130154229	HWY 1 MURRAY NE 68409	REHCDH LLC	C/O ROGER E HOWARD	720 N 156TH AVE		OMAHA	NE	68118	18-11-13 TL1 EXC SL1 OF 1 & HWY E1/2 SE1/4 (5.42)
53	130154245		ARMBRUST FAMILY I LLC		9299 S 240TH ST		GRETNA	NE	68028	19-11-13 NW1/4 NE1/4 EXC HWY (37.98)
54	130154318		BOBENMOYER, DAVID L & KATHY N		4818 HWY 1		MURRAY	NE		18-11-13 SL1 OF L1 E1/2 SE1/4 (1.99)
55	130154326		REHCDH LLC	C/O ROGER E HOWARD	720 N 156TH AVE		OMAHA	NE	68118	18-11-13 E22.5A OF W72.5A EXC HWY E1/2 SE1/4 (21.92)
56	130154334		ARMBRUST FAMILY I LLC		9299 S 240TH ST		GRETNA	NE	68028	19-11-13 NE1/4 NE1/4 EXC L1 & HWY (35.45)
57	130154393		MINER, JANE L(TTEE		18865 MAYBERRY PL		ELKHORN	NE	68022	18-11-13 W50A EXC HWY E1/2 SE1/4 (48.41)
58	130154407		NOLTE, RONALD W TTEE		5700 CHURCH RD		PLATTSMOUTH	NE	68048	18-11-13 W1/2 SE1/4 EXC HWY (77.95)
59	130154415	5111 HWY 1 MURRAY NE 68409	COOPER, KENDALL & LEIGH ANN		5111 HWY 1		MURRAY	NE	68409	19-11-13 L1 NE1/4 NE1/4 (1.92)
60	130154423		ARMBRUST FAMILY I LLC		9299 S 240TH ST		GRETNA	NE	68028	19-11-13 SE1/4 NE1/4 (40)
61	130154504		NOLTE, BRUCE J & MARY ANN TTEES		30147 BRIORWOOD RD		PAYNESVILLE	MN	56362	21-11-13 NE1/4 EXC TL6 & HWY (135.07)
62	130154520	9314 12TH ST MURRAY NE 68409	SPANGLER, MARK G		9314 12TH ST		MURRAY	NE		15-11-13 E1/2 NE1/4 EXC TL12 (77)
63	130154539		RHODEN, RODNEY DON	TRUSTEE	4111 SO 144TH STREET		OMAHA	NE	68137	16-11-13 NE1/4 (160)
64	130154547		NOLTE, BRUCE J & MARY ANN TTEES		30147 BRIORWOOD RD		PAYNESVILLE	MN	56362	21-11-13 E1/2 E1/2 NW1/4 EXC HWY (38.89)
65	130154555		STOHLMANN, NANCY L		601 E MAIN ST		MURRAY	NE	68409	21-11-13 W1/2 E1/2 NW1/4 EXC HWY (38.86)
66	130154628		SPANGLER, MARK G		9314 12TH ST		MURRAY	NE		15-11-13 W1/2 NE1/4 (80)
67	130154652	3705 HWY 1 MURRAY NE 68409	STOHLMANN, NANCY L		601 E MAIN ST		MURRAY	NE	68409	21-11-13 W1/2 NW1/4 EXC HWY (77.52)
68	130154679		NOLTE, BRUCE J & MARY ANN TTEES		30147 BRIORWOOD RD		PAYNESVILLE	MN	56362	21-11-13 W1/2 SE1/4 (80)
69	130154687		AHRENS, SETH (FARMS LLC		806 S 84TH ST		NEHAWKA	NE	68413	22-11-13 NE1/4 EXC NE1/4 NE1/4 & TL2 3 4 & HWY (92.25)
70	130154709		SPANGLER, MARK G		9314 12TH ST		MURRAY	NE		15-11-13 E1/2 NW1/4 (80)
71	130154717		BOWMAN, NANCY J	BERNARD, KAREN J	6247 DERBY DR		FREDERICK	MD	21703	16-11-13 W1/2 NW1/4 (80)
72	130154733		RICE, PAUL M & SUSAN E		5712 SUSAN DR		NEHAWKA	NE	68413	21-11-13 E1/2 SW1/4 EXC TL5R (74.40)
73	130154768		NOLTE, BRUCE J & MARY ANN TTEES		30147 BRIORWOOD RD		PAYNESVILLE	MN	56362	21-11-13 N60A E1/2 SE1/4 (60)
74	130154792		SPANGLER, MARK G		9314 12TH ST		MURRAY	NE		15-11-13 W1/2 NW1/4 (80)
75	130154806		STOHLMANN, NANCY L		601 E MAIN ST		MURRAY	NE	68409	16-11-13 W1/2 SW1/4 EXC TR 2 & HWY (77.93)
76	130154822		AHRENS, TREY(FARMS LLC		4214 A ST		NEHAWKA	NE	68413	22-11-13 NW1/4 EXC HWY (156)
77	130154873		AHRENS, TREY(FARMS LLC		4214 A ST		NEHAWKA	NE	68413	15-11-13 E1/2 SW1/4 EXC HWY (77.11)
78	130154881		STOHLMANN, NANCY L		601 E MAIN ST		MURRAY	NE	68409	16-11-13 E1/2 SW1/4 EXC HWY (77.52)
79	130154903		AHRENS FAMILY LLC		4957 B RD		NEHAWKA	NE	68413	22-11-13 NE1/4 SW1/4 (40)
80	130154997		AHRENS FAMILY LLC		4957 B RD		NEHAWKA	NE	68413	22-11-13 W1/2 SW1/4 & SE1/4 SW1/4 (120)
81	130155055		DAVIS, W SCOTT TTEE		916 COURTNEY DR		NEBRASKA CITY	NE	68410	15-11-13 NW1/4 SW1/4 (40)

82	130155160		DAVIS, W SCOTT (TRUSTEE)	OF TESTAMENTARY TRUST	916 COURTNEY DR		NEBRASKA CITY	NE	68410	16-11-13 SE1/4 EXC HWY (155.15)
83	130155225		DIETL, JOHN E TRUST		5310 66TH STREET		NEHAWKA	NE	68413	20-11-13 N1/2 NE1/4 EXC HWY (75.33)
84	130155233		SPANGLER, MARK G		9314 12TH ST		MURRAY	NE		15-11-13 SL1 OF 4 NE1/4 SE1/4 (9.09)
85	130155322		TODD, CHARLES D & ADA KATHLEEN ETAL	SARAH R MIXAN TTES & AMY TODD DAVIS TTEE	408 N DAVIS AVE		MURRAY	NE	68409	15-11-13 N1/2 SE1/4 EXC SL1 OF 4 & PT D B113 P634 & PT D B115 P120 (68.1)
86	130155403		HANSEN, STEPHEN E		PO BOX 225		NEHAWKA	NE	68413	20-11-13 SW1/4 NE1/4 (40)
87	130155497		ENGELKEMIER FARMS LLC		5444 WEST 150TH TERRACE		LEAWOOD	KS	66224	20-11-13 NW1/4 NW1/4 EXC HWY (37.27)
88	130155500	1804 HWY 1 MURRAY NE 68409	DRAGOO, DAMON & DEVANNE		1804 HWY 1		MURRAY	NE	68409	15-11-13 W12.36A SW1/4 SE1/4 (12.36)
89	130155519		REHCDH LLC	C/O ROGER E HOWARD	720 N 156TH AVE		OMAHA	NE	68118	17-11-13 W1/2 NW1/4 (80)
90	130155586	8404 42ND ST MURRAY NE 68409	SCHOOL DISTRICT 56	CONESTOGA	PO BOX 184		MURRAY	NE		20-11-13 NE1/4 NW1/4 D B121 P47 EXC HWY (37.89)
91	130155608		REHCDH LLC	C/O ROGER E HOWARD	720 N 156TH AVE		OMAHA	NE	68118	17-11-13 W37.5A EXC HWY & L3 W1/2 SW1/4 (28.68)
92	130155675		MIKKELSON, JEAN A		500 W READ ST		MURRAY	NE	68409	MURRAY -- OUTLOTS SL1 OF 8 & PT DB120 P151 S1/2 SE1/4 15-11-13 (1.38)
93	130155683	4818 HWY 1 MURRAY NE 68409-1973	BOBENMOYER, DAVID L & KATHY N		4818 HWY 1		MURRAY	NE		17-11-13 L3 W1/2 SW1/4 (8.02)
94	130155756		ARMBRUST FAMILY I LLC		9299 S 240TH ST		GRETNA	NE	68028	20-11-13 S1/2 NW1/4 (80)
95	130155772		REHCDH LLC	C/O ROGER E HOWARD	720 N 156TH AVE		OMAHA	NE	68118	17-11-13 E42.5A EXC HWY W1/2 SW1/4 (41.50)
96	130166839		SMITH, ROY L & SHARON I TTEES		12200 24TH ST		PLATTSMOUTH	NE	68048	33-12-13 N1/2 SE1/4 (80)
97	130166847		WILES BROS INC		203 E WILES RD STE B		PLATTSMOUTH	NE	68048	33-12-13 E1/2 SW1/4 EXC TL4 (75.64)
98	130166855		WILES BROS INC		203 E WILES RD STE B		PLATTSMOUTH	NE	68048	33-12-13 NW1/4 SW1/4 (40)
99	130166863		WILES BROS INC		203 E WILES RD STE B		PLATTSMOUTH	NE	68048	33-12-13 SW1/4 SW1/4 (40)
100	130166898		VINDULYN ACRES INC		3117 MYNARD RD		PLATTSMOUTH	NE	68048	33-12-13 NE1/4 (160)
101	130166901		MEISINGER, DOUGLAS E TRUSTEE		3520 MYNARD RD		PLATTSMOUTH	NE	68048	32-12-13 SE1/4 EXC TL1 (127.81)
102	130166936		SMITH, ROY L & SHARON I TTEES		12200 24TH ST		PLATTSMOUTH	NE	68048	33-12-13 SW1/4 SE1/4 (40)
103	130166944	12200 24TH ST PLATTSMOUTH NE 68048	SMITH, ROY L & SHARON I TTEES		12200 24TH ST		PLATTSMOUTH	NE	68048	33-12-13 LOT 3 SE1/4 SE1/4 (1)
104	130166987		VINDUSKA LAND CO		3117 MYNARD RD		PLATTSMOUTH	NE	68048	34-12-13 S1/2 NW1/4 (80)
105	130167002		KEYES ENTERPRISES LIMITED PARTNERSHIP		PO BOX 503		SPRINGFIELD	NE	68059	34-12-13 SE1/4 (160)
106	130167010	12300 24TH ST PLATTSMOUTH NE 68048	SMITH, ROY L & SHARON I TTEES		12200 24TH ST		PLATTSMOUTH	NE	68048	33-12-13 SE1/4 SE1/4 EXC LOT 3 (39)
107	130167061	12413 24TH ST PLATTSMOUTH NE 68048	VINDUSKA LAND CO		3117 MYNARD RD		PLATTSMOUTH	NE	68048	34-12-13 SW1/4 (160)
108	130167177		WILES BROS INC		203 E WILES RD STE B		PLATTSMOUTH	NE	68048	35-12-13 TL33 SW1/4 SW1/4 (11.18)
109	130167266	12209 12TH ST PLATTSMOUTH NE 68048	BENSHOOF, DIANE		12209 12TH ST		PLATTSMOUTH	NE	68048	35-12-13 TL32 SW1/4 SW1/4 (10.60)
110	130167347	1022 CHURCH RD PLATTSMOUTH NE 68048	MEALEY, MISTY D		1022 CHURCH RD		PLATTSMOUTH	NE	68048	35-12-13 LOT 2 E OF RR SW1/4 SW1/4 (8.96)
111	130176273		UNION PACIFIC RAILROAD	PROPERTY TAX DEPT	1400 DOUGLAS STOP 1640		OMAHA	NE		11-11-13 LT 12 13 & 14 NW1/4 (6.08)
112	130176311		UNION PACIFIC RAILROAD	PROPERTY TAX DEPT	1400 DOUGLAS STOP 1640		OMAHA	NE		14-11-13 LTS 13 14 15 & 16 & FR PT E1/2 NW1/4 (7.96)
113	130176389		UNION PACIFIC RAILROAD	PROPERTY TAX DEPT	1400 DOUGLAS STOP 1640		OMAHA	NE		02-11-13 L10 & 11 SW1/4 (6.14)
114	130176397		UNION PACIFIC RAILROAD	PROPERTY TAX DEPT	1400 DOUGLAS STOP 1640		OMAHA	NE		02-11-13 L12 & 13 NW1/4 (6.21)
115	130176540		UNION PACIFIC RAILROAD	PROPERTY TAX DEPT	1400 DOUGLAS STOP 1640		OMAHA	NE		11-11-13 SW1/4 LOTS 10 & 11 & 1.16A TR D B150 P399 (7.22)
116	130222038	3320 MILL RD PLATTSMOUTH NE 68048	SILVIS, DANIEL G & PATRICIA L		3320 MILL RD		PLATTSMOUTH	NE	68048	04-11-13 S400' OF E533.61' OF W1767.18' SW1/4 (4.90)
117	130223786	2306 WAVERLY RD MURRAY NE 68409	PTACEK, JUDITH L	DAVID J HEIDENREICH	2306 WAVERLY RD		MURRAY	NE	68409	10-11-13 SW1/4 SW1/4 (40)
118	130228389		VILLAGE OF MURRAY		PO BOX 79		MURRAY	NE		MURRAY -- GREGG'S 2ND LOT 1
119	130228478	800 YOUNG ST MURRAY NE 68409	BEISTER, LADONNA A TTEE		14212 CONSTITUTION CIR APT 1		BELLEVUE	NE	68123	MURRAY -- GREGG'S 2ND ADD LOT 2
120	130297291	3212 CHURCH RD PLATTSMOUTH NE 68048	SPARKS, SCOTT & LINDA CO TTEES		3212 CHURCH RD		PLATTSMOUTH	NE	68048	33-12-13 TL4 SE1/4 SW1/4 (4.36)
121	130310131		KENOSHA CREEK PRESERVE LLC	C/O JERRY WESTHOFF	700 CALVERT ST		LINCOLN	NE	68502	05-11-13 TL4 SE1/4 NE1/4 (6.34)
122	130310336	1086 WAVERLY RD MURRAY NE 68409	KRAEMER, SHANE	ANNA TROSPER	1086 WAVERLY RD		MURRAY	NE	68409	11-11-13 LINDEAN ESTATES LOTS 1 & 2 SW1/4 SW1/4 (5.58)
123	130314412	9811 12TH ST MURRAY NE 68409	KOZIEL, BENJAMIN J & CARRIE K		9811 12TH ST		MURRAY	NE	68409	11-11-13 LINDEAN ESTATES LOT 6 SW1/4 SW1/4 (2.20)
124	130314544	10525 12TH ST MURRAY NE 68409-1749	CARROLL, EDWARD P		10525 12TH ST		MURRAY	NE		11-11-13 LINDEAN ESTATES LOT 17 SW1/4 NW1/4 (10.24)



125	130314595		KRAEMER, SHANE	& ANNA TROSPER	1086 WAVERLY RD		MURRAY	NE	68409	11-11-13 LINDEAN ESTATES LOT 4 SW1/4 SW1/4 (3.11)
126	130314625	10497 12TH ST MURRAY NE 68409	REMMERS, TODD E & KARLA C		PO BOX 154		MURRAY	NE	68409	11-11-13 LINDEAN ESTATES LOT 16 SW1/4 NW1/4 (7.56)
127	130314633	10143 12TH ST MURRAY NE 68409	LENTSCH, MICHAEL J & LISA L		10143 12TH ST		MURRAY	NE		11-11-13 LINDEAN ESTATES-REPLAT I LOT 12R NW1/4 SW1/4 (8.40)
128	130314641	9923 12TH ST MURRAY NE 68409	COOK, DAVID A & JENNY L		9923 12TH ST		MURRAY	NE	68409	11-11-13 LINDEAN ESTATES-REPLAT I LOT 8R SW1/4 SW1/4 (12.85)
129	130322709	3207 CHURCH RD PLATTSMOUTH NE 68048	UHE, DARYL M & JULIE A		3207 CHURCH RD		PLATTSMOUTH	NE	68048	04-11-13 TL4 N1/2 NW1/4 (1.50)
130	130324221		NOLTE, BRUCE J & MARY ANN TTEES		30147 BRIORWOOD RD		PAYNESVILLE	MN	56362	20-11-13 SE1/4 NE1/4 (40)
131	130325015	1874 HWY 1 MURRAY NE 68409	CLARK, GEOFFREY D & SHELLY J		1874 HWY 1		MURRAY	NE	68409	15-11-13 TL11 SW1/4 SE1/4 (3)
132	130385371	9426 12TH ST MURRAY NE 68409	SPANGLER, MARK GLENN & REBECCA F		9426 12TH ST		MURRAY	NE	68409	15-11-13 TL12 NE1/4 NE1/4 (3)
133	130385868	3520 WAVERLY RD MURRAY NE 68409	UHE, DALE A & CAROL J		3520 WAVERLY RD		MURRAY	NE	68409	09-11-13 SL2 OF TL2 SW1/4 SW1/4 (4)
134	130388675	10507 24TH ST MURRAY NE 68409	SIMPSON, MICHAEL & JUDY ETAL		10507 24TH ST		MURRAY	NE	68409	10-11-13 TL9 SW1/4 NW1/4 (4.80)
135	130391384	2411 HEARTLAND DR MURRAY NE 68409	SNYDER, BRANDON		2411 HEARTLAND DR		MURRAY	NE	68409	15-11-13 HEARTLAND ESTATES LOT 1 SW1/4 (8.44)
136	130391385	2395 HEARTLAND DR MURRAY NE 68409	STEVENS, ANGELA C		2395 HEARTLAND DR		MURRAY	NE	68409	15-11-13 HEARTLAND ESTATES LOT 2 SW1/4 (9.02)
137	130391386	2396 HEARTLAND DR MURRAY NE 68409	HOBAN, BARBARA	POPKEN, CHARLES	2396 HEARTLAND DR		MURRAY	NE	68409	15-11-13 HEARTLAND ESTATES LOT 3 SW1/4 (9.10)
138	130391387	8769 24TH ST MURRAY NE 68409	CAGLE, STEPHEN D JR & MEGAN		8769 24TH ST		MURRAY	NE	68409	15-11-13 HEARTLAND ESTATES LOT 4 SW1/4 (8.57)
139	130391968	509 W YOUNG ST MURRAY NE 68409	LUEBBERT, KEVIN D & SAMANTHA A		509 W YOUNG ST		MURRAY	NE	68409	MURRAY -- OUTLOTS SL3 TL8 SE1/4 15-11-13 (1.47)
140	130392282		UNION PACIFIC RAILROAD	PROPERTY TAX DEPT	1400 DOUGLAS STOP 1640		OMAHA	NE		35-12-13 LOTS 20 TO 22 SW1/4 (6.30)
141	130392323									
142	130392943	10006 42ND ST MURRAY NE 68409	WORTHAN, JOSEPH R & JILL C		10006 42ND ST		MURRAY	NE	68409	08-11-13 TL1 NE1/4 SW1/4 (3)
143	130393012	1909 MILL RD MURRAY NE 68409	SCHRAM, CATHERINE M		1909 MILL RD		MURRAY	NE	68409	10-11-13 TL10 N1/2 (3)
144	130393101	2707 CHURCH RD PLATTSMOUTH NE 68048	COLE, ANDREW D & BRITNEY N		2707 CHURCH RD		PLATTSMOUTH	NE	68048	04-11-13 TL3 NE1/4 (3.80)
145	130393661	SUNRISE CIR MURRAY NE 68409	VAN WINKLE, WHITNEY & KATIE LYNN		716 SUNRISE CIR		MURRAY	NE	68409	MURRAY - SUNRISE VILLAGE LOT 1A
146	130393662	SUNRISE CIR MURRAY NE 68409	VAN WINKLE, WHITNEY & KATIE LYNN		716 SUNRISE CIR		MURRAY	NE	68409	MURRAY - SUNRISE VILLAGE LOT 1B
147	130393663	SUNRISE CIR MURRAY NE 68409	VAN WINKLE, WHITNEY & KATIE LYNN		716 SUNRISE CIR		MURRAY	NE	68409	MURRAY - SUNRISE VILLAGE LOT 2
148	130393664	SUNRISE CIR MURRAY NE 68409	VAN WINKLE, WHITNEY & KATIE LYNN		716 SUNRISE CIR		MURRAY	NE	68409	MURRAY - SUNRISE VILLAGE LOT 3
149	130393665	716 SUNRISE CIR MURRAY NE 68409	VAN WINKLE, WHITNEY & KATIE LYNN		716 SUNRISE CIR		MURRAY	NE	68409	MURRAY - SUNRISE VILLAGE LOT 4
150	130393666	SUNRISE CIR MURRAY NE 68409	VAN WINKLE, WHITNEY & KATIE LYNN		716 SUNRISE CIR		MURRAY	NE	68409	MURRAY - SUNRISE VILLAGE LOT 5
151	130393667		VAN WINKLE, WHITNEY & KATIE LYNN		716 SUNRISE CIR		MURRAY	NE	68409	MURRAY - SUNRISE VILLAGE LOT 6
152	130393668		VAN WINKLE, WHITNEY & KATIE LYNN		716 SUNRISE CIR		MURRAY	NE	68409	MURRAY - SUNRISE VILLAGE LOT 7
153	130393669		VAN WINKLE, WHITNEY & KATIE LYNN		716 SUNRISE CIR		MURRAY	NE	68409	MURRAY - SUNRISE VILLAGE LOT 8A
154	130393670		VAN WINKLE, WHITNEY & KATIE LYNN		716 SUNRISE CIR		MURRAY	NE	68409	MURRAY - SUNRISE VILLAGE LOT 8B
155	130394421	4607 MILL RD PLATTSMOUTH NE 68048	HEIM, DUANE R & ROXANNE M LF EST		4607 MILL RD		PLATTSMOUTH	NE	68048	08-11-13 TAX LOT 2 N1/2 NW1/4 (5)
156	130394539	719 WAVERLY RD PLATTSMOUTH NE 68048	KAFFENBERGER, ADAM & STACI		719 WAVERLY RD		MURRAY	NE	68409	14-11-13 SL1 OF L8 NE1/4 NW1/4 (5.07)
157	130394975		HAMMONS, VIRGIL L & MARIE E	CO TRUSTEES	12017 12TH ST		PLATTSMOUTH	NE	68048	02-11-13 W1/2 NW1/4 E OF RR (55.34)
158	130394976		SAND, JERRY L & ELIZABETH N		10406 VALLEY VIEW DR		PLATTSMOUTH	NE	68048	02-11-13 SW1/4 W OF RR (22.67)
159	130396598		CASS COUNTY		346 MAIN ST		PLATTSMOUTH	NE	68048	11-11-13 CTY ROAD AROUND LINDEAN ESTATES (4.22)
160	130397035		NEBRASKA DEPARTMENT OF ROADS		PO BOX 94759		LINCOLN	NE	68509	16-11-13 TRACT 2 W1/2 SW1/4 EXC HWY (.05)
161	130397114		NEBRASKA DEPARTMENT OF ROADS		PO BOX 94759		LINCOLN	NE	68509	20-11-13 TRACT HWY NE1/4 NW1/4 (.10)
162	130398469		VALLERY, JACOB		11120 42ND ST		PLATTSMOUTH	NE	68048	05-11-13 S1/2 E1/2 SW1/4 EXC TL2 (24.50)
163	130398623		KENOSHA CREEK PRESERVE LLC	C/O JERRY WESTHOFF	700 CALVERT ST		LINCOLN	NE	68502	05-11-13 E1/2 SE1/4 (80)
164	<b>AIRPORTS WITHIN 10 MILES OF PROJECT SITE</b>									
165	130152080		PLATTSMOUTH AIRPORT AUTHORITY		PO BOX 128		PLATTSMOUTH	NE	68048	11-11-13 S1/2 NE1/4 & LTS 14 & 15 N1/2 NE1/4 & MISC B43 P91 E1/2 E1/2 EXC HWY (134.81)

166	130152501	411 CHURCH RD PLATTSMOUTH NE 68048	PLATTSMOUTH AIRPORT AUTHORITY		PO BOX 128		PLATTSMOUTH	NE	68048	02-11-13 NE1/4 TRACT W SIDE (79.33)
167	130152765		PLATTSMOUTH AIRPORT AUTHORITY		PO BOX 128		PLATTSMOUTH	NE	68048	02-11-13 L18 NE1/4 NW1/4 (3.33 ac)
168	130153125		PLATTSMOUTH AIRPORT AUTHORITY		PO BOX 128		PLATTSMOUTH	NE	68048	02-11-13 TL9 EXC HWY SE1/4 (123.74)
169	130301590		MURDOCK, EILEEN A & DUANE K CO-TTEE's	(Nolte Farms Airport-NE82)	10014 54TH ST		MURRAY	NE	68409	07-11-13 SW1/4 EXC TL1 (148.32)
170	130392605	12617 WEEPING WATER RD WEEPING WATE	LINCOLN SPORT PARACHUTE CLUB	(Browns Airport-NE69)	12617 WEEPING WATER RD		WEEPING WATER	NE	68463	06-10-12 TL30 N1/2 (28.85)
171	130394520		PLATTSMOUTH AIRPORT AUTHORITY		PO BOX 128		PLATTSMOUTH	NE	68048	02-11-13 FRAC L19 & 42.43A TRACT NE1/4 (43.36)
172	130396835	10014 54TH ST MURRAY NE 68409	MURDOCK TRUCKING INC	(Nolte Farms Airport-NE82)	10014 54TH ST		MURRAY	NE	68409	07-11-13 TL1 E1/2 SW1/4 (6.31)

**Exhibit M**

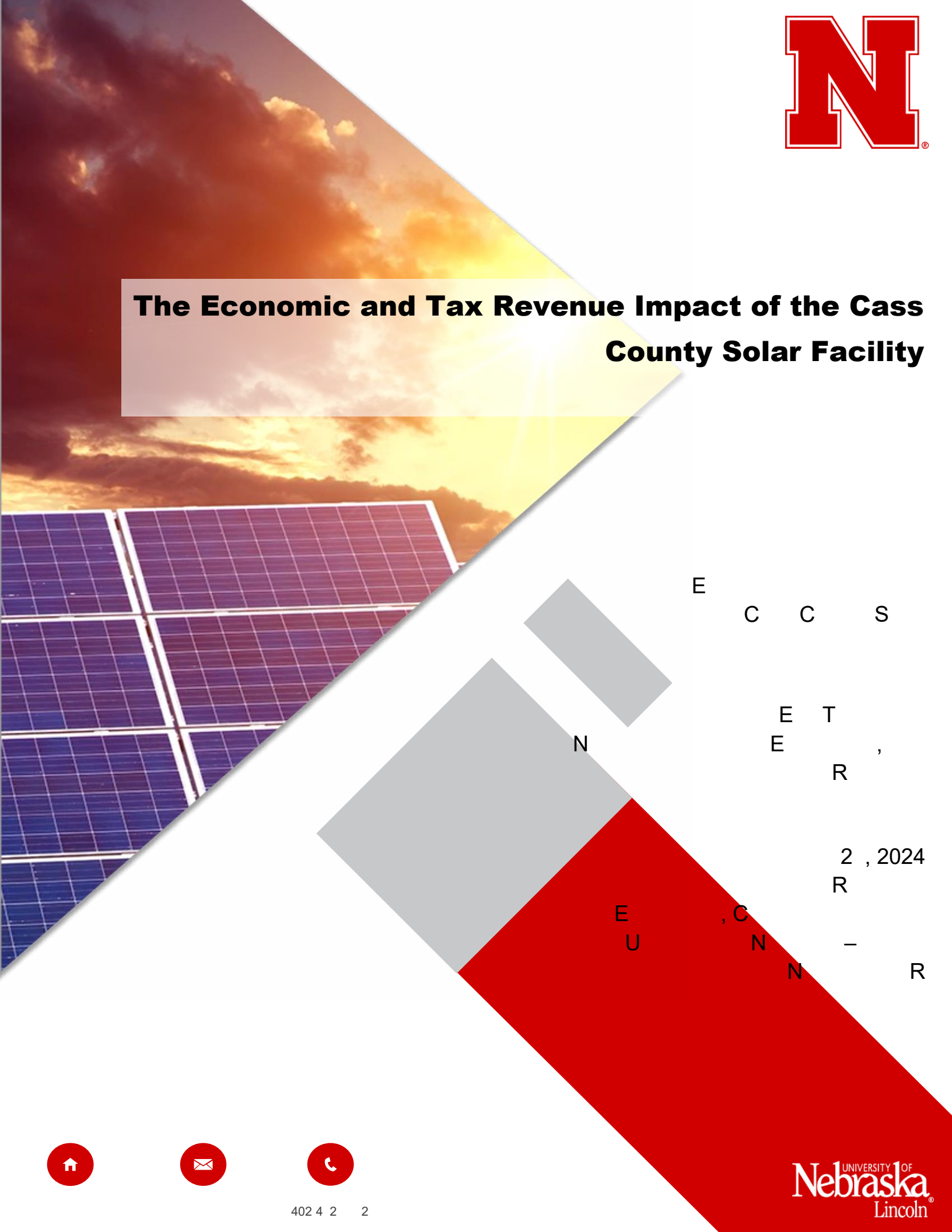
**Economic Impact Study**

(PLEASE SEE ATTACHED)

EXHIBIT M



# The Economic and Tax Revenue Impact of the Cass County Solar Facility



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Multiplier Impact on Other Businesses.....	
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**List of Tables**

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Table 1. Estimated Economic and Tax Revenue Impacts from Solar Facility Construction			
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Table 2. Estimated Annual Cost Per Acre from Solar Facility Operations			
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## Appendix B. About the Bureau of Business Research and Key Personnel

### A. The Bureau of Business Research

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### B. Key Personnel

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