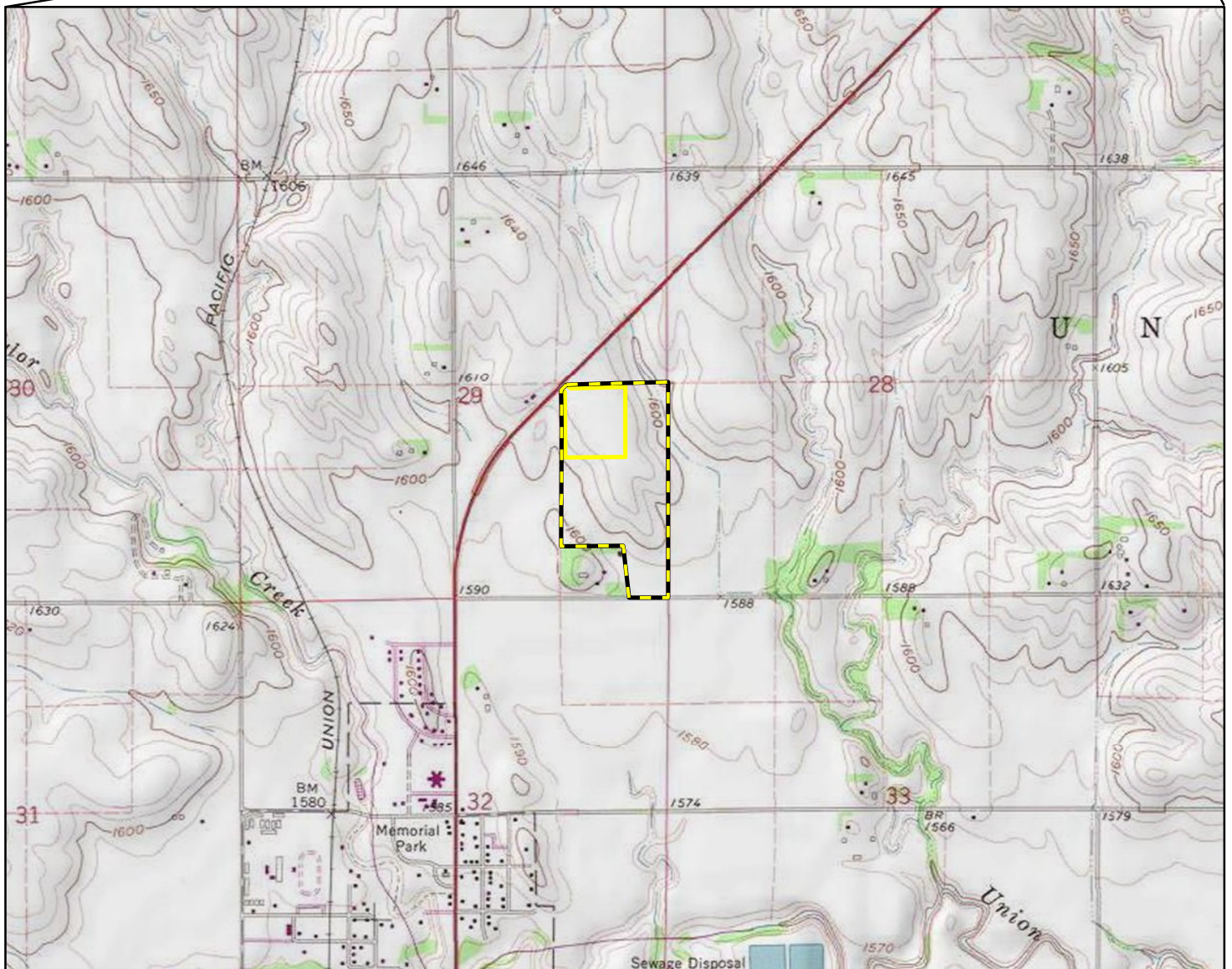
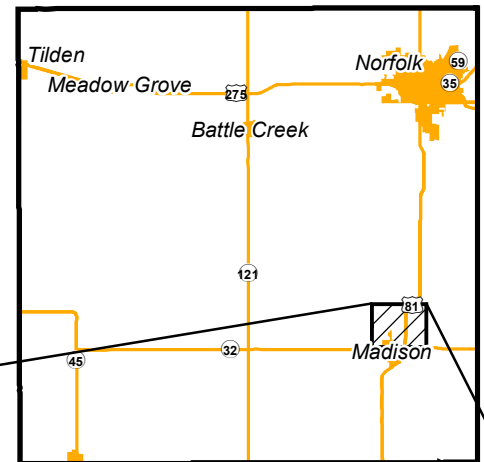


APPENDIX A

PROJECT FIGURES

MADISON COUNTY



 Solar Array
 Property

Madison Solar Array

Bluestem Energy Solutions, LLC

Madison County, Nebraska

Olsson Project # 023-03812

on Map

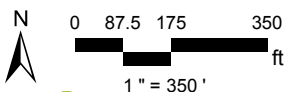
Figure 1

N
0 500 1,000 2,000
ft
1" = 2,000'



WGS 1984 ARC System Zone 11

Basemap: USA Topo Maps

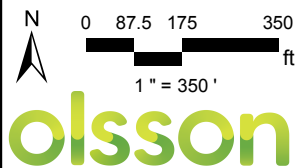
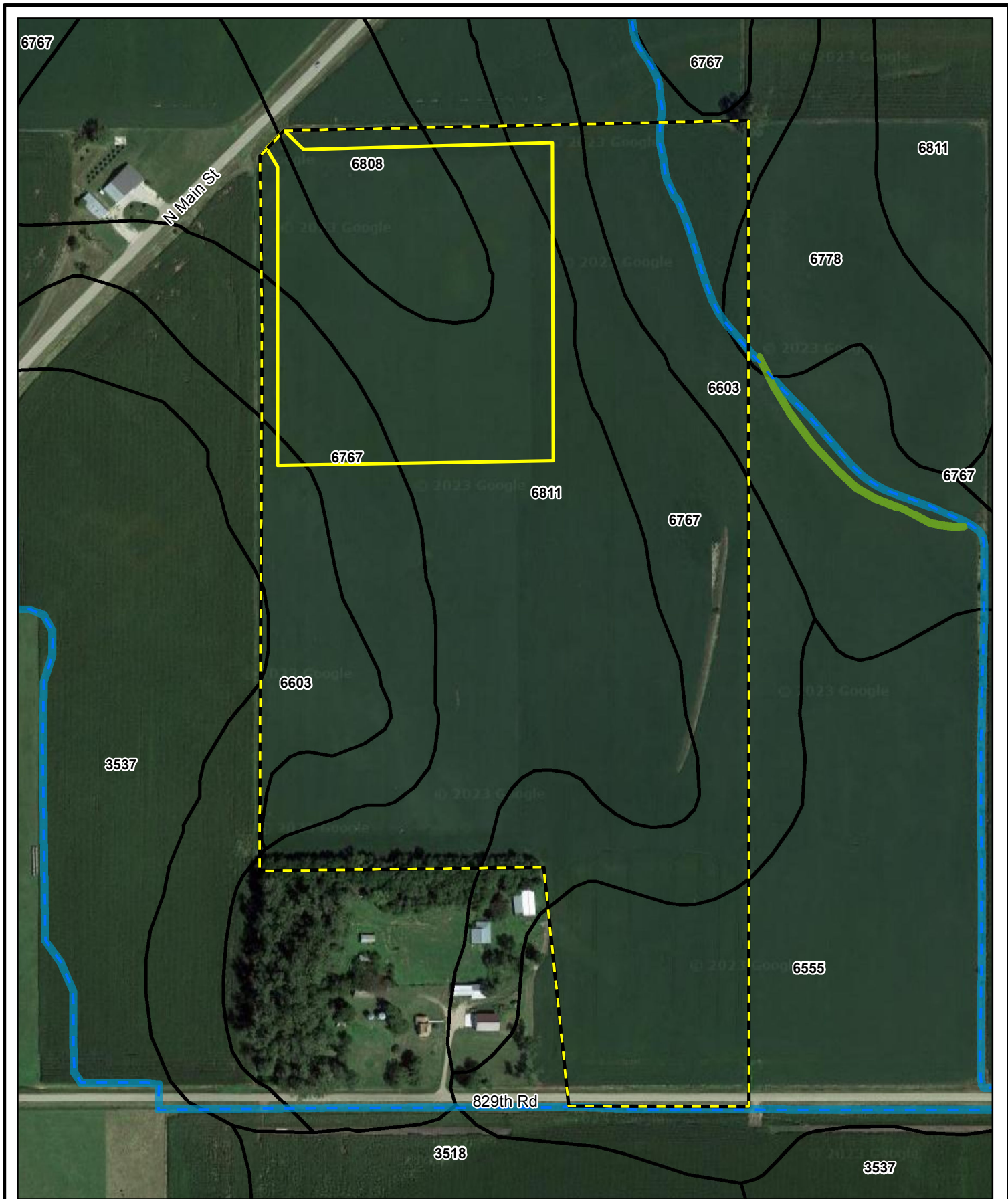


 Solar Array
 Property

olsson

Madison Solar Array
Bluestem Energy Solutions, LLC
Madison County, Nebraska
Olsson Project # 023-03812

Site Map
Figure 2



- | | |
|-----------------------|-------------------------------|
| — Intermittent Stream | Wetland Class (NWI) |
| ▬ SSURGO Soils | ▬ Freshwater Emergent Wetland |
| ▬ Solar Array | ▬ Riverine Habitat |
| ▬ Property | |

Madison Solar Array
Bluestem Energy Solutions, LLC
Madison County, Nebraska
Olsson Project # 023-03812
Natural Resources Map
Figure 3



MADISON COUNTY SOLAR LAYOUT
SYSTEM SIZE DC: 2.88 MW
SYSTEM SIZE AC: 2.00 MW

MODULE: ET SOLAR 385 WATTS
TOTAL # OF MODULES: 7,488
TOTAL # OF STRINGS: 288
MODULES PER STRING: 26
STRINGS PER INVERTER: 18

SINGLE AXIS TRACKER SYSTEM

INVERTERS:
CHINT CPS-SCH125KTL-DO-US-600
TOTAL # OF INVERTERS: 16

MADISON COUNTY SOLAR

Boyd Jones

950 S 10TH ST., STE 100
OMAHA, NE 68108

The East half of the Southeast Quarter of Section 29, Township 22 North, Range 1, West of the 6th P.M.,
Madison County, Nebraska, less and except that part thereof conveyed to the State of Nebraska by Warranty
Deed filed October 3, 1944, at Book 78, Page 513.

DATE: 1/27/2022

SCALE 1" = 200'

OVERALL
SITE

G1.0



MADISON COUNTY SOLAR

The East half of the Southeast Quarter of Section 29, Township 22 North, Range 1, West of the 6th P.M.,
Madison County, Nebraska, less and except that part thereof conveyed to the State of Nebraska by Warranty
Deed filed October 3, 1944, at Book 78, Page 513.

DATE: 1/27/2022

SCALE 1" = 50'

**SOLAR
ARRAY**

G1.1



MADISON COUNTY SOLAR

The East half of the Southeast Quarter of Section 29, Township 22 North, Range 1, West of the 6th P.M.,
Madison County, Nebraska, less and except that part thereof conveyed to the State of Nebraska by Warranty
Deed filed October 3, 1944, at Book 78, Page 513.

Boyd Jones

950 S 10TH ST., STE 100
OMAHA, NE 68108

DATE: 1/27/2022

SCALE 1" = 30'

POI
LOCATION

G1.2

APPENDIX B

LAND USE

Farmland Classification—Madison County, Nebraska
(Madison County Solar Array)



Soil Map may not be valid at this scale.

Map Scale: 1:4,710 if printed on A portrait (8.5" x 11") sheet.

0 50 100 200 300 Meters

0 200 400 800 1200 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84



Natural Resources
Conservation Service


Web Soil Survey
National Cooperative Soil Survey

6/8/2023
Page 1 of 5

Farmland Classification—Madison County, Nebraska
(Madison County Solar Array)









MAP LEGEND








Area of Interest (AOI)






 Area of Interest (AOI)








Soils



Soil Rating Polygons

-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season









-  Prime farmland if subsoiled, completely removing the root inhibiting soil layer
-  Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
-  Prime farmland if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance
-  Farmland of statewide importance, if drained
-  Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if irrigated

-  Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if irrigated and drained
-  Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer
-  Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60

-  Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if warm enough
-  Farmland of statewide importance, if thawed
-  Farmland of local importance
-  Farmland of local importance, if irrigated

-  Farmland of unique importance
-  Not rated or not available

Soil Rating Lines

-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season

Farmland Classification—Madison County, Nebraska
(Madison County Solar Array)

	Prime farmland if subsoiled, completely removing the root inhibiting soil layer		Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium		Farmland of unique importance		Prime farmland if subsoiled, completely removing the root inhibiting soil layer
	Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of statewide importance, if irrigated and drained		Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season	Soil Rating Points			Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
	Prime farmland if irrigated and reclaimed of excess salts and sodium		Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season		Not prime farmland		Prime farmland if irrigated and reclaimed of excess salts and sodium
	Farmland of statewide importance		Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer		Farmland of statewide importance, if thawed		Prime farmland if protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance
	Farmland of statewide importance, if drained		Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of local importance		Prime farmland if irrigated		Farmland of statewide importance, if drained
	Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season				Farmland of local importance, if irrigated		Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
	Farmland of statewide importance, if irrigated						Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated

Farmland Classification—Madison County, Nebraska
(Madison County Solar Array)



Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
3537	Gibbon silty clay loam, occasionally flooded	Prime farmland if drained	0.4	0.5%
6555	Shell silty clay loam, 0 to 2 percent slopes, occasionally flooded	All areas are prime farmland	8.2	11.5%
6603	Alcester silty clay loam, 2 to 6 percent slopes	All areas are prime farmland	11.0	15.5%
6767	Nora silty clay loam, 6 to 11 percent slopes	Farmland of statewide importance	21.6	30.4%
6778	Nora-Crofton complex, 6 to 11 percent slopes, eroded	Not prime farmland	0.4	0.6%
6808	Moody silty clay loam, 0 to 2 percent slopes	farmland	4.4	6.3%
6811	Moody silty clay loam, 2 to 6 percent slopes	All areas are prime farmland	25.0	35.2%
Totals for Area of Interest			71.0	100.0%

Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower

RESOLUTION #2022-02

A RESOLUTION GRANTING A SPECIAL USE PERMIT FOR CERTAIN LAND LOCATED WITHIN THE ZONING JURISDICTION OF THE CITY OF MADISON, NEBRASKA UNDER AUTHORITY GRANTED BY SECTION 18-1306 OF THE REVISED STATUTES OF THE STATE OF NEBRASKA.

WHEREAS, the Madison County Joint Planning Commission and the Madison City Council, having given proper notice on and holding a public hearing on as provided by law and under the authority of and subject to the provision the City of Madison Zoning and Subdivision Ordinances, and with a recommendation of approval by the Madison County Joint Planning Commission.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Madison, Nebraska, hereby grants a Conditional Use Permit to John Wagner agent for Blue Stem Energy Solutions to construct a Solar Array on property described as:

Part of the E½ SE ¼ Section 29, Township 22 North, Range 1 West of the 6th P.M, Madison County, Nebraska, less and except that part thereof conveyed to the State of Nebraska by Warranty Deed filed October 3, 1944, at Book 78, Page 513.

This Conditional Use Permit shall be subject to the following conditions in addition to those established with the City of Madison Zoning and Subdivision Ordinances:

1. This Conditional Use Permit allows applicant to build a 2 MW Solar Farm.
2. Applicant must obtain necessary permits from the State of Nebraska and follow all local permitting as well.
3. Applicant must abide by regulations with regard to signage, lighting and other applicable regulations as stated in the City of Madison Regulations.
4. A copy of the signed permit must be recorded with the County Register of Deeds office by applicant.
5. An approved zoning permit must be obtained from the Madison City office before construction of the solar array begins.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that upon taking effect of this Resolution, the above Conditional Use Permit shall be entered and shown of the Official Zoning Map of the City of Madison, previously adopted by reference, and said zoning map is hereby reincorporated as a part of the City of Madison Zoning and Subdivision Ordinances as amended.

ADOPTED at Madison, Nebraska this 9th day of March 2022.



Mayor

Attest:



City Clerk

Issued this 9th day of March 2022

FARMLAND CONVERSION IMPACT RATING

PART I (To be completed by Federal Agency)		Date Of Land Evaluation Request			
Name of Project		Federal Agency Involved			
Proposed Land Use		County and State			
PART II (To be completed by NRCS)		Date Request Received By NRCS		Person Completing Form:	
Does the site contain Prime, Unique, Statewide or Local Important Farmland? (If no, the FPPA does not apply - do not complete additional parts of this form)		YES <input type="checkbox"/>	NO <input type="checkbox"/>	Acres Irrigated	Average Farm Size
Major Crop(s)	Farmable Land In Govt. Jurisdiction Acres: %	Amount of Farmland As Defined in FPPA Acres: %			
Name of Land Evaluation System Used	Name of State or Local Site Assessment System	Date Land Evaluation Returned by NRCS			
PART III (To be completed by Federal Agency)		Alternative Site Rating			
		Site A	Site B	Site C	Site D
A. Total Acres To Be Converted Directly					
B. Total Acres To Be Converted Indirectly					
C. Total Acres In Site					
PART IV (To be completed by NRCS) Land Evaluation Information					
A. Total Acres Prime And Unique Farmland					
B. Total Acres Statewide Important or Local Important Farmland					
C. Percentage Of Farmland in County Or Local Govt. Unit To Be Converted					
D. Percentage Of Farmland in Govt. Jurisdiction With Same Or Higher Relative Value					
PART V (To be completed by NRCS) Land Evaluation Criterion Relative Value of Farmland To Be Converted (Scale of 0 to 100 Points)					
PART VI (To be completed by Federal Agency) Site Assessment Criteria (Criteria are explained in 7 CFR 658.5 b. For Corridor project use form NRCS-CPA-106)		Maximum Points	Site A	Site B	Site C
1. Area In Non-urban Use	(15)				
2. Perimeter In Non-urban Use	(10)				
3. Percent Of Site Being Farmed	(20)				
4. Protection Provided By State and Local Government	(20)				
5. Distance From Urban Built-up Area	(15)				
6. Distance To Urban Support Services	(15)				
7. Size Of Present Farm Unit Compared To Average	(10)				
8. Creation Of Non-farmable Farmland	(10)				
9. Availability Of Farm Support Services	(5)				
10. On-Farm Investments	(20)				
11. Effects Of Conversion On Farm Support Services	(10)				
12. Compatibility With Existing Agricultural Use	(10)				
TOTAL SITE ASSESSMENT POINTS	160				
PART VII (To be completed by Federal Agency)					
Relative Value Of Farmland (From Part V)		100			
Total Site Assessment (From Part VI above or local site assessment)		160			
TOTAL POINTS (Total of above 2 lines)		260			
Site Selected:	Date Of Selection	Was A Local Site Assessment Used? YES <input type="checkbox"/> NO <input type="checkbox"/>			
Reason For Selection:					
Name of Federal agency representative completing this form:					
Date:					

(See Instructions on reverse side)

Form AD-1006 (03-02)

STEPS IN THE PROCESSING THE FARMLAND AND CONVERSION IMPACT RATING FORM

- Step 1 - Federal agencies (or Federally funded projects) involved in proposed projects that may convert farmland, as defined in the Farmland Protection Policy Act (FPPA) to nonagricultural uses, will initially complete Parts I and III of the form. For Corridor type projects, the Federal agency shall use form NRCS-CPA-106 in place of form AD-1006. The Land Evaluation and Site Assessment (LESA) process may also be accessed by visiting the FPPA website, <http://fppa.nrcs.usda.gov/lesa/>.
- Step 2 - Originator (Federal Agency) will send one original copy of the form together with appropriate scaled maps indicating location(s) of project site(s), to the Natural Resources Conservation Service (NRCS) local Field Office or USDA Service Center and retain a copy for their files. (NRCS has offices in most counties in the U.S. The USDA Office Information Locator may be found at http://offices.usda.gov/scripts/ndISAPI.dll/oip_public/USA_map, or the offices can usually be found in the Phone Book under U.S. Government, Department of Agriculture. A list of field offices is available from the NRCS State Conservationist and State Office in each State.)
- Step 3 - NRCS will, within 10 working days after receipt of the completed form, make a determination as to whether the site(s) of the proposed project contains prime, unique, statewide or local important farmland. (When a site visit or land evaluation system design is needed, NRCS will respond within 30 working days.
- Step 4 - For sites where farmland covered by the FPPA will be converted by the proposed project, NRCS will complete Parts II, IV and V of the form.
- Step 5 - NRCS will return the original copy of the form to the Federal agency involved in the project, and retain a file copy for NRCS records.
- Step 6 - The Federal agency involved in the proposed project will complete Parts VI and VII of the form and return the form with the final selected site to the servicing NRCS office.
- Step 7 - The Federal agency providing financial or technical assistance to the proposed project will make a determination as to whether the proposed conversion is consistent with the FPPA.

INSTRUCTIONS FOR COMPLETING THE FARMLAND CONVERSION IMPACT RATING FORM

(For Federal Agency)

Part I: When completing the "County and State" questions, list all the local governments that are responsible for local land use controls where site(s) are to be evaluated.

Part III: When completing item B (Total Acres To Be Converted Indirectly), include the following:

1. Acres not being directly converted but that would no longer be capable of being farmed after the conversion, because the conversion would restrict access to them or other major change in the ability to use the land for agriculture.
2. Acres planned to receive services from an infrastructure project as indicated in the project justification (e.g. highways, utilities planned build out capacity) that will cause a direct conversion.

Part VI: Do not complete Part VI using the standard format if a State or Local site assessment is used. With local and NRCS assistance, use the local Land Evaluation and Site Assessment (LESA).

1. Assign the maximum points for each site assessment criterion as shown in § 658.5(b) of CFR. In cases of corridor-type project such as transportation, power line and flood control, criteria #5 and #6 will not apply and will, be weighted zero, however, criterion #8 will be weighed a maximum of 25 points and criterion #11 a maximum of 25 points.
2. Federal agencies may assign relative weights among the 12 site assessment criteria other than those shown on the FPPA rule after submitting individual agency FPPA policy for review and comment to NRCS. In all cases where other weights are assigned, relative adjustments must be made to maintain the maximum total points at 160. For project sites where the total points equal or exceed 160, consider alternative actions, as appropriate, that could reduce adverse impacts (e.g. Alternative Sites, Modifications or Mitigation).

Part VII: In computing the "Total Site Assessment Points" where a State or local site assessment is used and the total maximum number of points is other than 160, convert the site assessment points to a base of 160.

Example: if the Site Assessment maximum is 200 points, and the alternative Site "A" is rated 180 points:

$\frac{\text{Total points assigned Site A}}{\text{Maximum points possible}} = \frac{180}{200} \times 160 = 144 \text{ points for Site A}$

For assistance in completing this form or FPPA process, contact the local NRCS Field Office or USDA Service Center.

NRCS employees, consult the FPPA Manual and/or policy for additional instructions to complete the AD-1006 form.

GENERATOR INTERCONNECTION AGREEMENT

by and between

CITY OF MADISON

and

MMPS1, LLC

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GENERATOR INTERCONNECTION AGREEMENT

THIS GENERATOR INTERCONNECTION AGREEMENT ("Agreement") is entered into and made effective as of the 17th day of November, 2021, by and among MMPS1, LLC, a Nebraska limited liability company ("Customer") and the City of Madison ("Utility"), each individually a "Party" and collectively the "Parties".

RECITALS

WHEREAS, Utility owns, controls and operates electrical facilities and is engaged in the sale of electric power and energy; and

WHEREAS, Customer intends to own and operate a generating facility and desires to interconnect it with Utility's electrical system; and

WHEREAS, Customer and Utility intend to enter into a separate Power Purchase Agreement governing the purchase and sale of the electrical output of the Customer generating facility; and

WHEREAS, Customer and Utility enter into this Agreement for the purpose of stating the rights and obligations governing the interconnection of Customer's generating facility with Utility's electrical system.

NOW, THEREFORE, in consideration of and subject to the premises, conditions and mutual covenants contained herein, it is agreed:

ARTICLE 1 DEFINITIONS

- 1.1 **Affiliate** shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.
- 1.2 **Breach** shall mean the failure of a Party to perform or fulfill any material provision, obligation, or condition of this Agreement.
- 1.3 **Breaching Party** shall mean a Party that is in Breach of this Agreement.
- 1.4 **Business Day** shall mean a day on which the Federal Reserve Member Banks in Nebraska are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time in Omaha, Nebraska.
- 1.5 **Commercial Operation** Commercial Operation begins upon startup and completion of turbine commissioning as evidenced by notice of completion provided by the turbine manufacturer.
- 1.6 **Commercial Operation Date** shall be the date upon which Seller notifies Purchaser of Commercial Operation.
- 1.7 **Customer Interconnection Facilities** shall mean all facilities and equipment, as identified in Appendix A of this Agreement, that are located between the Generating Facility and the Point of Interconnection, including equipment for any future battery energy storage system, and including any modification, addition or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Utility Electrical System.
- 1.8 **Day** shall mean a calendar day.

- 1.9 **Default** shall mean the failure of a Breaching Party to cure its Breach in accordance with ARTICLE 8 of this Agreement.
- 1.10 **Emergency Condition** shall mean a condition or situation: (i) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (ii) that, in the case of Utility, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Utility Electrical System or the transmission systems of others to which the Utility Electrical System is directly connected; or (iii) that, in the case of Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or the Customer Interconnection Facilities.
- 1.11 **Force Majeure** shall mean any cause or causes not reasonably within the control and without the fault or negligence of the affected Party which wholly or partly prevents the performance of any of its obligations under this Agreement, including, without limitation by enumeration, acts of God, acts of the public enemy, acts of terrorism or threats thereof (or actions to prevent the same), blockades, strikes or differences with workmen, civil disturbances, fires, explosions, storms, floods, landslides, washouts, labor and material shortages, boycotts, breakdowns of or damage to equipment or facilities and actions to prevent the same, interruptions to supply or delays in transportation, embargoes, inability to obtain or renew a necessary license, permit or approval, acts of military authorities, acts of local, state or federal agencies or regulatory bodies, court actions, bankruptcy court actions, arrests and restraints. A Force Majeure event does not include acts of gross negligence or intentional wrongdoing by the Party claiming Force Majeure.
- 1.12 **Generating Facility** shall mean Customer's solar generation facility capable of the production of electricity which is located in Madison County, Nebraska, as further identified in Appendix B, but shall not include the Customer Interconnection Facilities, and any future battery energy storage system not yet identified.
- 1.13 **Good Utility Practice** shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods or acts generally accepted in the region.
- 1.14 **Governmental Authority** shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board or other governmental subdivision, legislature, rulemaking board, tribunal or other governmental authority having jurisdiction over the Parties, their respective facilities or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police or taxing authority or power; provided, however, that such term does not include Customer, Utility, or any Affiliate thereof.
- 1.15 **Interconnection Facilities or Interconnection** shall mean all facilities and equipment required to interconnect the Generating Facility with the Utility Electrical System at the Point of Interconnection, including any modification, additions, or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Utility Electrical System. The Interconnection Facilities consist of the Customer Interconnection Facilities and the Utility Interconnection Facilities.
- 1.16 **Interconnection, Delivery and Facilities Study** shall mean a study conducted by Utility to determine a list of facilities required to interconnect the Generating Facility with the Utility Electrical System.

- 1.17 Interconnection Service** shall mean the service provided by Utility associated with interconnecting the Generating Facility to the Utility Electrical System and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection.
- 1.18 Loss** shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs and all other obligations by or to third parties, arising out of or resulting from another Party's performance or non-performance of its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnifying Party.
- 1.19 Metering Equipment** shall mean all Customer owned metering equipment installed or to be installed at the Generating Facility and Interconnection Facilities pursuant to this Agreement at the metering point, including instrument transformers and kWh-meters.
- 1.20 Notice of Dispute** shall have the meaning given in Section 13.5.
- 1.21 Party or Parties** shall mean Customer and Utility, or any combination thereof.
- 1.22 Point of Interconnection** shall mean the point, as set forth in Appendix A to this Agreement, where the Customer Interconnection Facilities connect to Utility Interconnection Facilities.
- 1.23 Reasonable Efforts** shall mean, with respect to an action required to be made, attempted or taken by a Party under this Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.
- 1.24 Synchronization** shall mean the coordination of events to operate a system in unison.
- 1.25 System Protection Facilities** shall mean the equipment, including necessary protection and communications equipment, required to protect (1) the Utility Electrical System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Utility Electrical System or on other delivery systems or other generating systems to which the Utility Electrical System is directly connected.
- 1.26 Trial Operation** shall mean the period during which Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.
- 1.27 Utility Electrical System** shall mean Utility's 12.5 kV system.
- 1.28 Utility Interconnection Facilities** shall mean all Interconnection Facilities other than Customer Interconnection Facilities, as identified in Appendix A.

ARTICLE 2 EFFECTIVE DATE, TERM AND TERMINATION

- 2.1 Effective Date.** This Agreement shall become effective upon execution by all Parties.
- 2.2 Term of Agreement.** Subject to the provisions of Section 2.3, this Agreement shall remain in effect until terminated.
- 2.3 Termination Procedures.**
- 2.3.1 Written Notice.** This Agreement may be terminated by any of the Parties, providing not less than twelve (12) months advance written notice to all Parties after the Generating Facility permanently ceases Commercial Operation; provided, however,

no termination shall be effective unless and until a termination of the Power Purchase Agreement between Utility and Customer dated NOVEMBER 17TH, 2021 (the "PPA"), or any successor power purchase agreement, is legally effective.

2.3.2 Default. Any Party may terminate this Agreement in accordance with ARTICLE 8.

2.4 Termination Costs. If Customer elects to terminate this Agreement pursuant to Section 2.3.1 above, Customer shall pay all costs or expenses of removing any equipment on the site that is no longer required by Utility, as of the date of all Parties' receipt of such notice of termination, for construction of the facilities shown in Appendix A. In the event of such termination by Customer, Utility and Customer shall use Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon such termination of this Agreement:

2.4.1 With respect to any portion of the Utility Interconnection Facilities that have not yet been constructed or installed, Utility shall to the extent legally permitted and without causing breach and with Customer's authorization, cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Customer elects not to authorize such cancellation, Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and Utility shall deliver such material and equipment, and, if requested by Customer, as legally permitted and without causing breach, assign such contracts to Customer as soon as practicable, at Customer's expense.

If Customer terminates this Agreement pursuant to Section 2.3.1, Customer shall be responsible for all costs incurred in association with Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses for which Utility has incurred expenses and has not been reimbursed by Customer.

2.5 Disconnection. Upon termination of this Agreement, Customer and Utility will take all necessary and appropriate steps to physically disconnect the Generating Facility from the Utility Electrical System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from a non-terminating Party's Default of this Agreement or such non-terminating Party otherwise is responsible for such costs under this Agreement.

2.6 Survival. This Agreement shall continue in effect for one year after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this Agreement; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and to permit each Party to have access to the lands owned or controlled by Customer or Utility pursuant to this Agreement or other applicable agreements to disconnect, remove or salvage their own facilities and equipment.

ARTICLE 3 SCOPE OF SERVICE

3.1 Scope of Agreement. This Agreement shall govern the interconnection of Customer's generation facility to Utility's transmission or distribution facilities as more particularly described in Appendix A. In the event of any conflict between Appendix A and any other portion of this Agreement, Appendix A shall control.

3.2 Provision of Service. Commencing on the Commercial Operation Date, as determined by Customer, and continuing so long as this Agreement remains in effect, Utility shall provide Interconnection Service for the Generating Facility at the Point of Interconnection of electrical output, which is the amount of capacity studied in the Interconnection, Delivery and Facilities Study.

- 3.3 Performance Standards.** Each Party shall perform all of its obligations under this Agreement in accordance with Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this Agreement or its compliance therewith. Utility shall timely cooperate with Customer with respect to all interconnection studies or other documents or agreements necessary for Customer to perform its obligations under this Agreement.

ARTICLE 4 TESTING AND INSPECTION

- 4.1 Pre-Commercial Operation Date Testing and Modifications.** Prior to the Commercial Operation Date, the Parties shall test Interconnection Facilities and Customer shall also test the Generating Facility to ensure their safe and reliable operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Customer shall bear the cost of all such testing and modifications, except any such testing and modifications that do not result from the interconnection of the Plant.
- 4.2 Post-Commercial Operation Date Testing and Modifications.** Each Party shall at its own expense perform routine inspection and testing of their facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Utility Electrical System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Parties' facilities, at the requesting Party's expense, as may be required in accordance with Good Utility Practice.
- 4.3 Right to Observe Testing.** Each Party shall notify the other Parties ten (10) working days in advance of its performance of tests of its Interconnection Facilities. The other Parties have the right, at their own expense, to observe such testing.

ARTICLE 5 METERING

- 5.1 General.** Customer shall install Metering Equipment at the Point of Interconnection as indicated in Appendix A prior to any operation of the Generating Facility and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Generating Facility shall be measured at the Point of Interconnection. Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment that are incurred by Customer. Customer shall install, calibrate and test revenue quality Metering Equipment in accordance with applicable Utility and ANSI standards. Nothing in this Section 5.1 shall be considered to affect the PPA, and in the event of any such conflict, the PPA shall control.
- 5.2 Standards. Metering Data.** The metered data may be telemetered to one or more locations designated by Customer or Utility at the requesting party's expense. Utility shall maintain as confidential all metered data, and any other data related to the performance of the Generating Facility, and it shall be a breach of this Agreement for Utility to disclose any such data to any third-party without Customer's written consent.

If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Utility's expense, in order to provide accurate metering. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than two percent (2%) from the measurement made by the standard meter used in the test, Utility shall adjust the measurements by correcting all measurements for the period during which Metering Equipment was in error by using Customer's check meters, if installed. If no such check meters are installed or if the period cannot be reasonably ascertained, the

adjustment shall be for the period immediately preceding the test of the Metering Equipment equal to one-half (1/2) the time from the date of the last previous test of the Metering Equipment.

- 5.3 Errors or Malfunction.** Each Party will promptly advise the other Parties if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Parties. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.
- 5.4 No Annexation.** Except as otherwise provided in writing, any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property.

ARTICLE 6 OPERATIONS AND MAINTENANCE

- 6.1 General.** Each Party shall comply with any Good Utility Practice and requirements with respect to operations of its respective facilities. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with any Good Utility Practice.
- 6.2 Customer Obligations.** Customer shall at its own expense operate, maintain and control the Generating Facility and the Customer Interconnection Facilities in a safe and reliable manner and in accordance with this Agreement.
- 6.3 Utility Obligations.** Utility shall cause the Utility Electrical System to be operated, maintained and controlled in a safe and reliable manner in accordance with Good Utility Practice.
- 6.4 Synchronization.** Consistent with Utility's and Customer's mutually acceptable procedures and applicable standards, Customer is responsible to achieve and continually maintain the proper Synchronization of the Generating Facility to the Utility Electrical System.

Prior to the initial Synchronization of the Generating Facility, each Party shall provide such specifications, drawings and other information pertaining to its Interconnection Facilities to the other Parties to allow the other Parties to review the same for purposes of assuring that each Party's facilities are adequate to meet the requirements for the Interconnection and that the facilities will perform in accordance with the terms and provisions of this Agreement. Additionally, in accordance with ARTICLE 4, the Parties shall conduct such tests as they deem necessary for their Interconnection Facilities, and each Party shall have the right to observe such tests conducted by the other Parties, for such assurance of adequacy and performance.

6.5 Outages and Interruptions.

- 6.5.1 Outage Authority and Coordination.** A Party may, in accordance with Good Utility Practice, in coordination with the other Parties, remove from service any of their respective Interconnection Facilities that may impact the other Parties' facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to the Parties. In all circumstances, the Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Parties of such removal.
- 6.5.2 Outage Restoration.** If an outage on Customer's or Utility's Interconnection Facilities adversely affects the other Parties' operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall

provide the other Parties, to the extent such information is known, information on the nature of the Emergency Condition, an estimated time of restoration and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable explaining the nature of the outage. Customer's facilities shall not cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by any applicable electric industry standard.

6.5.3 System Protection Facilities. Customer shall, in accordance with Good Utility Practice and Appendix A, at its expense, install, operate and maintain System Protection Facilities as a part of the Generating Facility or the Customer Interconnection Facilities. Utility shall install at Customer's expense the System Protection Facilities described in Appendix A.

6.6 No Use of Interconnection Facilities by Third Parties. The Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Generating Facility to the Utility Electrical System and shall be used for no other purpose.

6.7 Access Rights. Upon reasonable notice to and supervision by Customer or Utility of the other Parties, Customer or Utility shall furnish at no cost to the other Parties any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by Customer or Utility, their agents, or any Affiliate, which Customer or Utility, their agents, or any Affiliate may hold and legally be able to furnish and which are necessary to enable any Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Utility Electrical System; (ii) operate and maintain the Interconnection Facilities and the Utility Electrical System; and (iii) disconnect or remove any Party's facilities and equipment upon termination of this Agreement. In exercising such licenses, rights-of-way and easements, Customer and Utility shall not unreasonably disrupt or interfere with normal operation of any Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by Customer and provided to Utility.

Upon reasonable notice to and supervision by Utility, Utility shall grant to Customer, at no cost to Customer, access to lands owned or controlled by Utility, as necessary to enable Customer to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Customer Interconnection Facilities, up to but excluding the Point of Interconnection, (ii) operate and maintain the Customer Interconnection Facilities, and (iii) disconnect or remove Customer's facilities and equipment upon the termination of this Agreement. In exercising such right of access, Customer shall not unreasonably disrupt or interfere with normal operation of Utility's or Utility's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by Utility and provided to Customer.

6.8 Coordination. Utility and Customer shall coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Generating Facility and the Interconnection Facilities.

ARTICLE 7 EMERGENCIES

7.1 Notice. Utility shall notify Customer promptly when it becomes aware of an Emergency Condition that affects the Interconnection Facilities or the Utility Electrical System that may reasonably be expected to affect Customer's operation of the Generating Facility or the Customer Interconnection Facilities. Customer shall notify Utility promptly when it becomes aware of an Emergency Condition that affects the Generating Facility or the Customer Interconnection Facilities that may reasonably be expected to affect the Utility Electrical System or Interconnection Facilities. To the extent information is known, the notification shall describe the

Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Customer's and Utility's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken.

- 7.2 Customer Authority.** Consistent with Good Utility Practice and this Agreement, Customer may take actions or inactions with regard to the Generating Facility or the Customer Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Generating Facility or the Customer Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Utility Electrical System and Utility Interconnection Facilities. Utility shall use Reasonable Efforts to assist Customer in such actions.
- 7.3 Utility Authority.** Utility may take whatever actions or inactions with regard to the Utility Electrical System it deems necessary during an Emergency Condition in order to (i) preserve public health and safety and comply with the law governing this Agreement, (ii) preserve the reliability of the Utility Electrical System or Utility Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.
- 7.4 Limited Liability.** No Party shall be liable to the other for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

ARTICLE 8 DEFAULT

- 8.1 General.** Upon a Breach, a non-Breaching Party may give written notice of such Breach to a Breaching Party. Except as provided in Section 8.3, a Breaching Party shall have thirty (30) Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Days, a Breaching Party shall commence such cure within thirty (30) Days after notice and continuously use Reasonable Efforts to completion; and, if cured within such time, the Breach specified in such notice shall cease to exist.
- 8.2 Effect on Default.** No Party shall be considered to be in Default with respect to any obligation hereunder, other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Parties in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall use Reasonable Efforts to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.
- 8.3 Right to Terminate.** If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, a non-Breaching Party shall have the right to declare a Default and terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from a Breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

ARTICLE 9
INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE

9.1 Indemnity. The Parties shall at all times indemnify, defend and hold the other Parties harmless from any and all damages, Losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees and all other obligations by or to third parties, arising out of or resulting from such Party's action or inactions on its obligations under this Agreement, except in cases of gross negligence or intentional wrongdoing by an indemnified Party.

9.2 Indemnity Procedures. Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Section 9.1 may apply, the indemnified person shall notify the indemnifying Party of such fact. Any failure of or delay in such notification not exceeding one (1) year shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

The indemnifying Party shall have the right to assume the defense of the tendered claim, action or proceeding with counsel designated by such indemnifying Party and reasonably satisfactory to the indemnified person. If the defendants in any such action include one or more indemnified persons and the indemnifying Party and if the indemnified person reasonably concludes that there may be legal defenses available to it and/or other indemnified persons which are different from or additional to those available to the indemnifying Party, the indemnified person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an indemnified person or indemnified persons having such differing or additional legal defenses.

The indemnified person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the indemnifying Party. Notwithstanding the foregoing, the indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the indemnified person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the indemnified person, or there exists a conflict or adversity of interest between the indemnified person and the indemnifying Party, in such event the indemnifying Party shall pay the reasonable expenses of the indemnified person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the indemnified person, which shall not be reasonably withheld, conditioned or delayed.

9.3 Consequential Damages. In no event shall the Parties be liable under any provision of this Agreement for any Losses, damages, costs or expenses for any special, indirect, incidental, consequential or punitive damages, including, but not limited to, loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to any other Party under another agreement will not be considered to be special, indirect, incidental or consequential damages hereunder. All damages shall be net of any insurance proceeds received by the indemnified person.

9.4 Insurance. Each Party shall, at its own expense, maintain in force throughout the period of this Agreement, and until released by the other Party, the following minimum insurance coverages, with insurers authorized to do business in the state of Nebraska:

9.4.1 Employers' liability and workers' compensation insurance providing statutory benefits in accordance with the laws and regulations of the state of Nebraska.

- 9.4.2** Commercial general liability insurance, including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of one million dollars (\$1,000,000) per occurrence/one million dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage. Limits may be achieved through primary and excess/umbrella policies.
- 9.4.3** Comprehensive automobile liability insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of one million dollars (\$1,000,000) per occurrence for bodily injury, including death and property damage. Limits may be achieved through primary and excess/umbrella policies.
- 9.4.4** Excess or umbrella liability insurance over and above the employers' liability commercial general liability and comprehensive automobile liability insurance coverage, with a minimum combined single limit of four million dollars (\$4,000,000) per occurrence/four million dollars (\$4,000,000) aggregate.
- 9.4.5** The commercial general liability insurance, comprehensive automobile insurance and excess public liability insurance policies shall name the other Party, its respective parent, associated and Affiliate companies and its respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group and provide thirty (30) Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.
- 9.4.6** The commercial general liability insurance, comprehensive automobile liability insurance and excess or umbrella liability insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.
- 9.4.7** The commercial general liability insurance, comprehensive automobile liability insurance and excess or umbrella liability insurance policies, if written on a claims first made basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.
- 9.4.8** Within thirty (30) days of receiving a written request by the other Party, each Party shall provide to the requesting Party certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.
- 9.4.9** Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Sections 9.4.1 through 9.4.8 to the extent it maintains a self-insurance program. Should a Party elect to self-insure to meet the minimum insurance requirements of Sections 9.4.1 through 9.4.8, that Party shall provide

documentation that the self-insurance program meets the minimum insurance requirements of this Agreement.

ARTICLE 10 ASSIGNMENT

- 10.1 Permitted Transactions.** Customer and any assignee, designee, mortgagee or successor of Customer (collectively "Customer Assignee") shall have the right at any time and from time to time, to assign, designate, pledge or encumber all or any part of its rights and obligations under this Agreement, provided that any such action by Customer shall not release Customer from its obligations under this Agreement, unless Customer and Customer Assignee expressly agree to such a release in writing, provided, however, that an assignment by Customer to an entity that Customer owns or controls shall not require or be subject to Utility's prior consent. Utility and any assignee, designee, mortgagee or successor of Utility (collectively "Utility Assignee") shall have the right, with Customer's prior written consent, which Customer shall not unreasonably withhold, at any time and from time to time, to assign all or any part of its rights and obligations under this Agreement, provided that any such action by Utility shall not release Utility from its obligations under this Agreement, unless Utility and Utility Assignee expressly agree to such a release in writing and Customer approves the release.

ARTICLE 11 INFORMATION ACCESS AND REPORTING

- 11.1 Information Access.** Each Party (the "disclosing Party") shall make available to the other Parties information that is in the possession of the disclosing Party and is necessary in order for the other Parties to carry out their obligations and responsibilities under this Agreement. The Parties shall not use such information for purposes other than those set forth in this Section 11.1 and to enforce their rights under this Agreement.
- 11.2 Reporting of Non-Force Majeure Events.** Each Party (the "notifying Party") shall notify the other Parties when the notifying Party becomes aware of its inability to comply with the provisions of this Agreement for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this article shall not entitle the Parties receiving such notification to allege a cause for anticipatory Breach of this Agreement.

ARTICLE 12 REPRESENTATIONS, WARRANTIES AND COVENANTS

- 12.1 General.** Each Party makes the following representations, warranties and covenants:
- 12.1.1 Good Standing.** Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed or incorporated, as applicable; that it is qualified to do business in the state of Nebraska and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- 12.1.2 Authority.** Such Party has the right, power and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting

creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

12.1.3 No Conflict. The execution, delivery and performance of this Agreement does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

12.1.4 Consent and Approval. Such Party has sought or obtained or, in accordance with this Agreement, will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this Agreement, and it will provide to any Governmental Authority notice of any actions under this Agreement that are required by law.

ARTICLE 13 MISCELLANEOUS

13.1 Binding Effect. This Agreement and the rights and obligations hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

13.2 Governing Law. The validity, interpretation and performance of this Agreement and each of its provisions shall be governed by the laws of the state of Nebraska, without regard to its conflicts of law principles.

13.3 Notices. Unless otherwise provided in this Agreement, any notice, demand or request required or permitted to be given by any Party to the others and any instrument required or permitted to be tendered or delivered by any Party in writing to the others shall be effective when delivered and may be so given, tendered or delivered by recognized national courier, or by depositing the same with the United States Postal Service, with postage prepaid, for delivery by certified or registered mail, addressed to the applicable Party, or personally delivered to the other Parties, at the address set out in Appendix C, Addresses for Delivery of Notices and Billings.

Parties may change the notice information in this Agreement by giving five (5) Business Days written notice prior to the effective date of the change.

13.4 Conflicts. In the event of a conflict between the body of this Agreement and any attachments, appendices or exhibits hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed the final intent of the Parties.

13.5 Disputes. In the event a Party has a dispute, or asserts a claim, that arises out of or in connection with this Agreement or its performance, such Party shall provide the other Parties with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Parties. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Days of the other Parties' receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures agreed to at that time. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this Agreement.

13.6 Rules of Interpretation. This Agreement, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and

reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this Agreement), document, instrument, standard, rule or tariff means such agreement, document, instrument, standard, rule or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) unless expressly stated otherwise, reference to any article, section or appendix means such article of this Agreement, such section of this Agreement or such appendix to this Agreement, as the case may be; (5) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article or other provision hereof or thereof; (6) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (7) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

- 13.7 Entire Agreement.** This Agreement, including all appendices and schedules attached hereto, constitutes the entire agreement among the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, among the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations under this Agreement.
- 13.8 No Third-Party Beneficiaries.** This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 13.9 Subcontractors.** each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.
- 13.10 Severability.** If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.
- 13.11 Waiver.** The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by any Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Termination or Default of this Agreement for any reason by Customer shall not constitute a waiver of Customer's legal rights to obtain an interconnection from Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

- 13.12 Multiple Counterparts.** This Agreement may be executed in three or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
- 13.13 Amendment.** The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by the Parties.
- 13.14 Modification by the Parties.** The Parties may by mutual agreement amend the appendices to this Agreement by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this Agreement upon the completion of execution by all of the Parties.

13.15 No Partnership. This Agreement does not create and shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, any other Party.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement in triplicate originals, each of which shall constitute and be an original effective Agreement among the Parties.

CUSTOMER

MMPS1, LLC

By: 

Name: Jon Crane

Title: Mgr. / Member

Date: 11/17/21

UTILITY

CITY OF MADISON

By: Mayor

Name: Anthony Ball

Title: Mayor

Date: 11/2/21

ATTEST for UTILITY

By: Kelli Dickes

Name: Kelli Dickes

Title: City Clerk

Date: 11-2-21

APPENDIX A
Electrical Plan

[Final Electrical Plan will be agreed upon by Customer and Utility and inserted upon completion.]

APPENDIX B
Generating Facility
Location and Layout

The Generating Facility will be located in Madison County, Nebraska. The Generating Facility will include structures and improvements necessary for a complete and operable solar generating facility as designed. The Generating Facility may be modified during the design and construction phase and Customer shall notify Utility of any changes to the following Generating Facility description incorporated into the balance of plant construction contract or other contracts for the construction of the Generating Facility.

The Generating Facility will consist of:

1. Solar panels, inverters and a mounting system.
2. An electrical collection system connecting the solar generation facility to the Customer Interconnection Facilities. The collection system is made up of underground collector cables linking the solar generation facility with the Customer Interconnection Facilities in three separate circuits. The circuits are ultimately interconnected through circuit breakers, disconnect switches and grounding transformers.
3. Permanent access roads.
4. Other ancillary or accessory structures or facilities as required.

APPENDIX C
Addresses for Delivery of Notices and Billings

Notices:

To Customer: MMPS1, LLC
 c/o Bluestem Energy Solutions, LLC
 Attention: Jon Crane
 950 S 10th Street Suite 001
 Omaha, Nebraska 68108
 Fax: (402) 553-5894

To Utility: City of Madison
 Attention: City Clerk
 211 South Lincoln Street
 Madison, NE 68748
 clerk@madison-ne.com

Copy to:
City of Madison
Attention: City Treasurer
211 South Lincoln Street
Madison, NE 68748
treasurer@madison-ne.com

Chase Jelden

From: Weiser, Britt - FPAC-NRCS, NE <britt.weiser@usda.gov>
Sent: Tuesday, June 13, 2023 1:32 PM
To: Chase Jelden
Cc: Weiser, Britt - FPAC-NRCS, NE; Gray, Elizabeth - FPAC-NRCS, NE
Subject: RE: [External Email]United States Department of Agriculture - Rural Development, Bluestem Energy Solutions, LLC Madison, Nebraska Solar Array

This Message Is From an External Sender

This message came from outside your organization. Please take care when clicking links or opening attachments. When in doubt, use the Report Phish button or contact IT to have the message analyzed.

Mr. Jelden,

The Nebraska Natural Resources Conservation Service (NRCS) has no comment as this action is not associated with an NRCS-assisted program or action. Based on a review of your letter, the project's action would not affect NRCS program administration or implementation on these lands.

I have provided Elizabeth Gray, our assistant state soil scientist, with information on this project. She will correspond with you regarding prime farmland considerations.

Thank you for the opportunity to review and comment on this matter.

Britt Weiser

State Resource Conservationist
NRCS, Lincoln, Nebraska
402-437-4116

From: Chase Jelden <cjelden@olsson.com>
Sent: Tuesday, June 13, 2023 11:55:53 AM
To: Lawson, Robert - FPAC-NRCS, NE <robert.lawson@usda.gov>
Subject: [External Email]United States Department of Agriculture - Rural Development, Bluestem Energy Solutions, LLC Madison, Nebraska Solar Array

[External Email]

If this message comes from an **unexpected sender** or references a **vague/unexpected topic**;
Use caution before clicking links or opening attachments.
Please send any concerns or suspicious messages to: Spam.Abuse@usda.gov

Dear Mr. Lawson:

Olsson, Inc. (Olsson) on behalf of USDA-Rural Development is in the process of performing an environmental review pursuant to the National Environmental Policy Act (NEPA) in order that it may assess the environmental impacts of the Bluestem Energy Solutions, LLC Solar project to construct the proposed Madison County Solar Array, a Project that would include the development of a 2 megawatt (MW) alternating current (AC), 2.88 MW direct current (DC), solar array located just north of the City of Madison, Nebraska. The solar array would interconnect to the City of Madison's electric distribution system and 100 percent of the electricity will be used locally by their rate payers. The proposed Project is positioned on an existing parcel that is approximately 68 acres and the solar array would occupy approximately 15 acres of the northwest corner of the existing parcel located north from the City of Madison. Enclosed is an U. S. Geological Survey map that depicts the proposed project's area of potential effect for all construction activities and a description of the work involved.

We are requesting information on the possible effects of the proposed project on important farmland and prime rangeland and any recommendations you may have to minimize or avoid these effects. We also seek your assessment of the compatibility of the proposed project with State and local government or any private programs and policies to protect important farmland.

Sincerely,
Chase Jelden

Chase Jelden

Environmental

☎ 308.293.3733

2111 S. 67th Street, Suite 200

Omaha, NE 68106

☎ 402.341.1116



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[View Legal Disclaimer](#)

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June 12, 2023

Mr. Robert Lawson, State Conservationist
Natural Resource Conservation Service
Room 152, Federal Building
100 Centennial Mall North
Lincoln, NE 68508-3866

RE: United States Department of Agriculture - Rural Development
Bluestem Energy Solutions, LLC. Madison, Nebraska

Dear Mr. Lawson:

Olsson, Inc (Olsson), on behalf of Bluestem Energy Solutions, LLC (Bluestem), is to provide information to the United States Department of Agriculture (USDA) - Rural Development in the process of completing a National Environmental Policy Act (NEPA) review to assess the environmental impacts of the proposed Madison County Solar Array, a Project that would include the development of a 2 megawatt (MW) alternating current (AC), 2.88 MW direct current (DC), solar array located just north of the City of Madison, Nebraska. The solar array would interconnect to the City of Madison's electric distribution system and 100 percent of the electricity will be used locally by their rate payers. The proposed Project is positioned on an existing parcel that is approximately 68 acres and the solar array would occupy approximately 15 acres of the northwest corner of the existing parcel located north from the City of Madison, Madison County, Nebraska. After construction of the Property, the soil will be stabilized with the Nebraska Department of Transportation (NDOT) recommended native Nebraska pollinator seed mix to provide a native herbaceous cover below the solar array. An interconnection route would extend south of the solar array to the southwest corner of the property to connect to the existing overhead power lines along 829th Road. The purpose of the Project is to provide the rate payers of Madison, Nebraska with a competitively priced alternative energy source. The Project is being proposed in order to meet the growing demand for energy production from environmentally friendly and renewable resources. Enclosed are a series of maps that depict the proposed Project's area of potential affect for all construction activities.

We are requesting information on the possible effects of the proposed Project on important farmland and prime rangeland and any recommendations you may have to minimize or avoid these effects. We also seek your assessment of the compatibility of the proposed Project with State and local government or any private programs and policies to protect important farmland.

We would appreciate a response within 30 days. If you need any further information or wish to discuss the Project, please contact Chase Jelden at 308-708-7650 or cjelden@olsson.com

Sincerely,

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Chase Jelden
Natural Resources and Planning



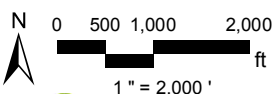
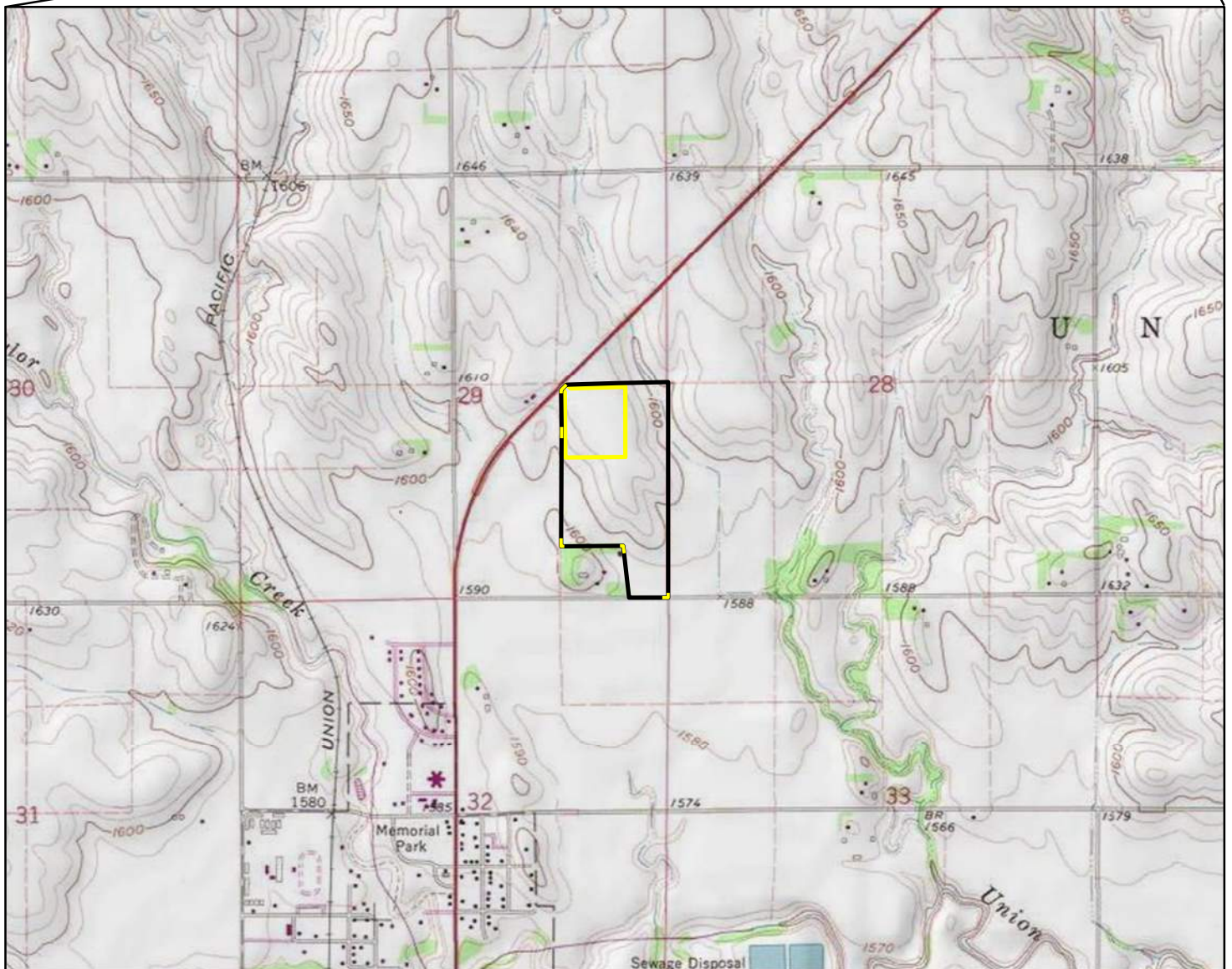
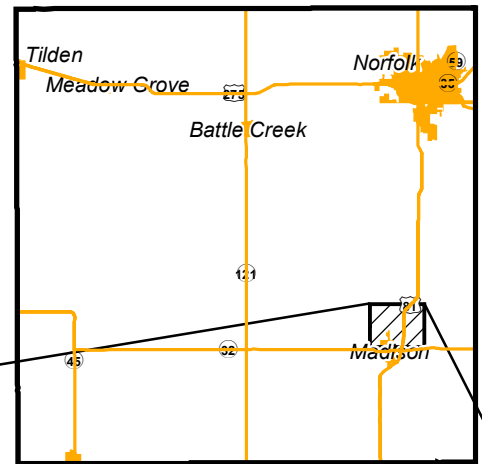
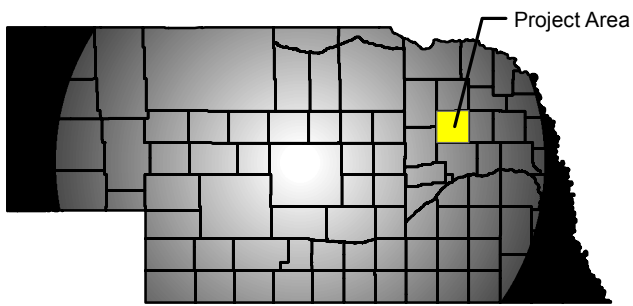
Olsson

2111 South 67th Street, Suite 200
Omaha, NE 68106

Enclosure: Site Location Map
 Site Map
 Site Plan
 Preliminary AD-1006

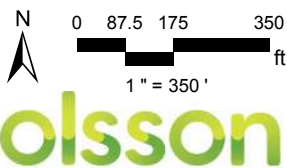
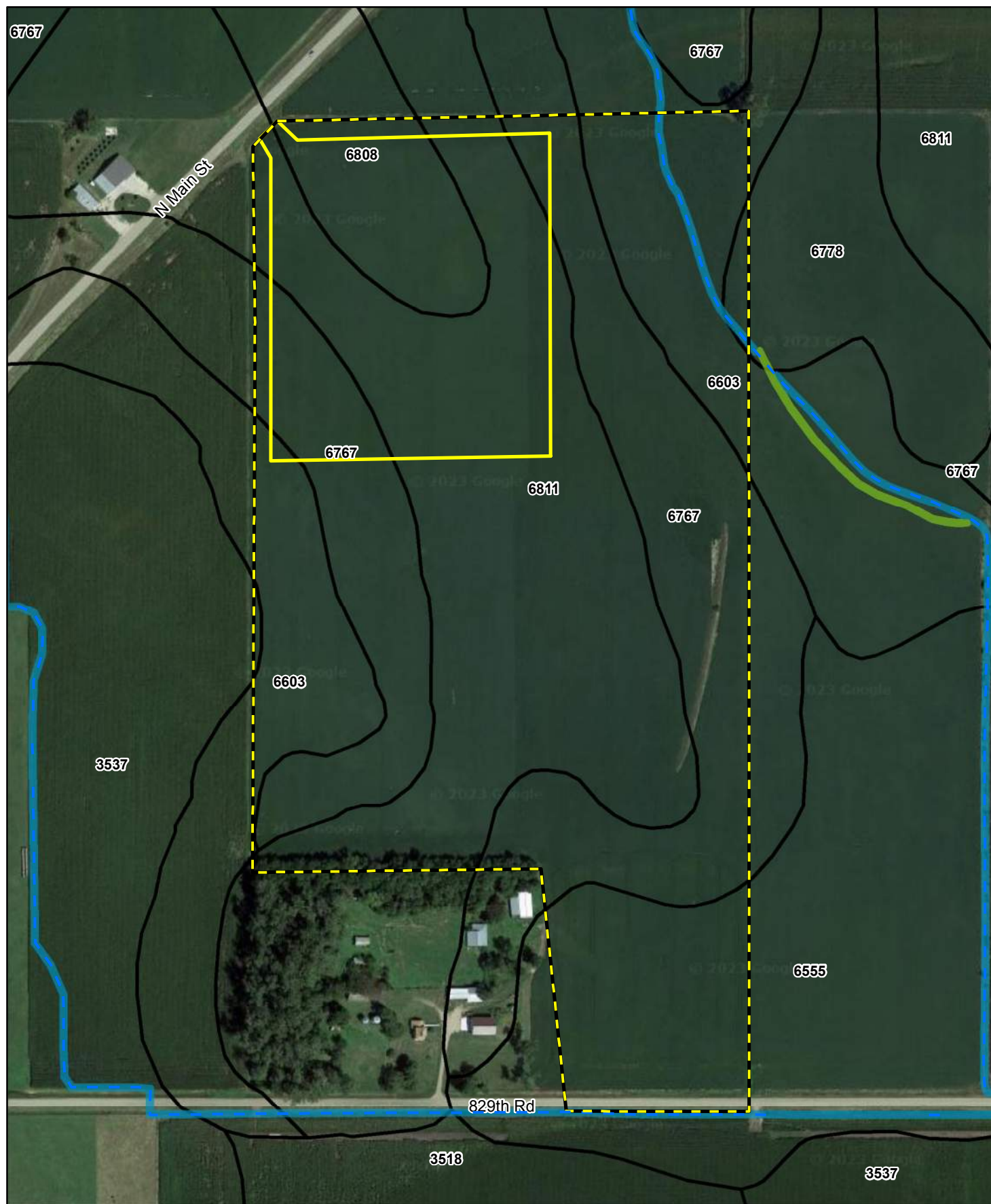
NEBRASKA

MADISON COUNTY



Madison Solar Array
Bluestem Energy Solutions, LLC
Madison County, Nebraska
Olsson Project # 023-03812
Project Location Map
Figure 1

F:\2023\03501-04000\023-03812\40-Design\GIS\23-06-07_NRPL_Figures.mxd PUBLISHED BY: mczerwinski DATE: June 07, 2023



- | | |
|-----------------------|-------------------------------|
| — Intermittent Stream | Wetland Class (NWI) |
| □ SSURGO Soils | □ Freshwater Emergent Wetland |
| □ Solar Array | □ Riverine Habitat |
| □ Property | |

Madison Solar Array
Bluestem Energy Solutions, LLC
Madison County, Nebraska
Olsson Project # 023-03812
Natural Resources Map
Figure 3



MADISON COUNTY SOLAR LAYOUT
SYSTEM SIZE DC: 2.88 MW
SYSTEM SIZE AC: 2.00 MW

MODULE: ET SOLAR 385 WATTS
TOTAL # OF MODULES: 7,488
TOTAL # OF STRINGS: 288
MODULES PER STRING: 26
STRINGS PER INVERTER: 18

SINGLE AXIS TRACKER SYSTEM

INVERTERS:
CHINT CPS-SCH125KTL-DO-US-600
TOTAL # OF INVERTERS: 16

MADISON COUNTY SOLAR

Boyd Jones

950 S 10TH ST., STE 100
OMAHA, NE 68108

The East half of the Southeast Quarter of Section 29, Township 22 North, Range 1, West of the 6th P.M.,
Madison County, Nebraska, less and except that part thereof conveyed to the State of Nebraska by Warranty
Deed filed October 3, 1944, at Book 78, Page 513.

DATE: 1/27/2022

SCALE 1" = 200'

OVERALL
SITE

G1.0



MADISON COUNTY SOLAR

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Boyd Jones

950 S 10TH ST, STE 100
OMAHA, NE 68108

DATE: 1/27/2022

SCALE 1" = 50'

SOLAR
ARRAY

G1.1



MADISON COUNTY SOLAR

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Boyd Jones

950 S 10TH ST., STE 100
OMAHA, NE 68108

DATE: 1/27/2022

SCALE 1" = 30'

POI
LOCATION

G1.2

United States Department of Agriculture



Natural Resources Conservation Service
Nebraska State Office
Federal Building, Room 152
100 Centennial Mall North
Lincoln, NE 68508-3866
(402) 437-5300

<http://www.ne.nrcs.usda.gov>

4

Subject: LNU – Farmland Protection
Madison County Solar Array
NEPA/FPPA Evaluation
Madison County, Nebraska

Date: June 13, 202

To: Olsson
Attn: Chase Jelden (cjelden@olsson.com)

File Code: 310

We have reviewed the information provided in your correspondence dated June 12, 2023, concerning the proposed solar project located in Madison County, Nebraska. This review is part of the National Environmental Policy Act (NEPA) evaluation for the U.S. Department of Agriculture, Rural Development (RD). We have evaluated the proposed site as required by the Farmland Protection Policy Act (FPPA).

The proposed site contains areas of Prime Farmland and Statewide Important Farmland and we have completed the Farmland Conversion Impact Rating form (AD-1006) for the proposed site. The combined rating of the site is 156. The FPPA law states that sites with a rating less than 160 will need no further consideration for protection and no additional evaluation is necessary. We encourage the use of accepted erosion control methods during the construction of this project.

If you have further questions, please contact Elizabeth Gray at 402-437-4068 or by email at elizabeth.gray@usda.gov (preferred).

Sincerely,

ELIZABETH GRAY Digitally signed by ELIZABETH GRAY
Date: 2023.06.13 15:13:39 -05'00'

Elizabeth Gray
USDA-NRCS Nebraska State Soil Scientist

Attachment: Madison County Solar Array_NE119.pdf (AD-1006)



APPENDIX C

FORMALLY CLASSIFIED LANDS



June 12, 2023

Regional Environmental Coordinator
National Park Service
Planning and Compliance Division
601 Riverside Dr.
Omaha, NE 68102
(402) 661-1844

RE: United States Department of Agriculture - Rural Development
Bluestem Energy Solutions, LLC. Madison, Nebraska

To whom it may concern,

Olsson, Inc (Olsson), on behalf of Bluestem Energy Solutions, LLC (Bluestem), is to provide information to the United States Department of Agriculture (USDA)-Rural Development in the process of completing a National Environmental Policy Act (NEPA) review to assess the environmental impacts of the proposed Madison County Solar Array, a Project that would include the development of a 2 megawatt (MW) alternating current (AC), 2.88 MW direct current (DC), solar array located just north of the City of Madison, Nebraska. The solar array would interconnect to the City of Madison's electric distribution system and 100 percent of the electricity will be used locally by their rate payers. The proposed Project is positioned on an existing parcel that is approximately 68 acres and the solar array would occupy approximately 15 acres of the northwest corner of the existing parcel located north from the City of Madison, Madison County, Nebraska. After construction of the property, the soil will be stabilized with the Nebraska Department of Transportation (NDOT) recommended native Nebraska pollinator seed mix to provide a native herbaceous cover below the solar array. An interconnection route would extend south of the solar array to the southwest corner of the property to connect to the existing overhead power lines along 829th Road. The purpose of the Project is to provide the rate payers of Madison, Nebraska with a competitively priced alternative energy source. The Project is being proposed in order to meet the growing demand for energy production from environmentally friendly and renewable resources. Enclosed are a series of maps that depict the proposed Project's area of potential affect for all construction activities.

We request that your office review the proposed Project for any effects on federally-listed National Trails or properties. Please provide any recommendations you may have to mitigate or avoid any possible impacts, to properties that may be affected.

We would appreciate a response within 30 days. If you need any further information or wish to discuss the Project, please contact Chase Jelden at 308-708-7650 or cjelden@olsson.com

Sincerely,

A handwritten signature in black ink, appearing to read "Chase Jelden". The signature is fluid and cursive, written over a light blue horizontal line.

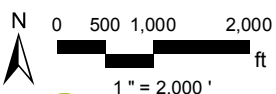
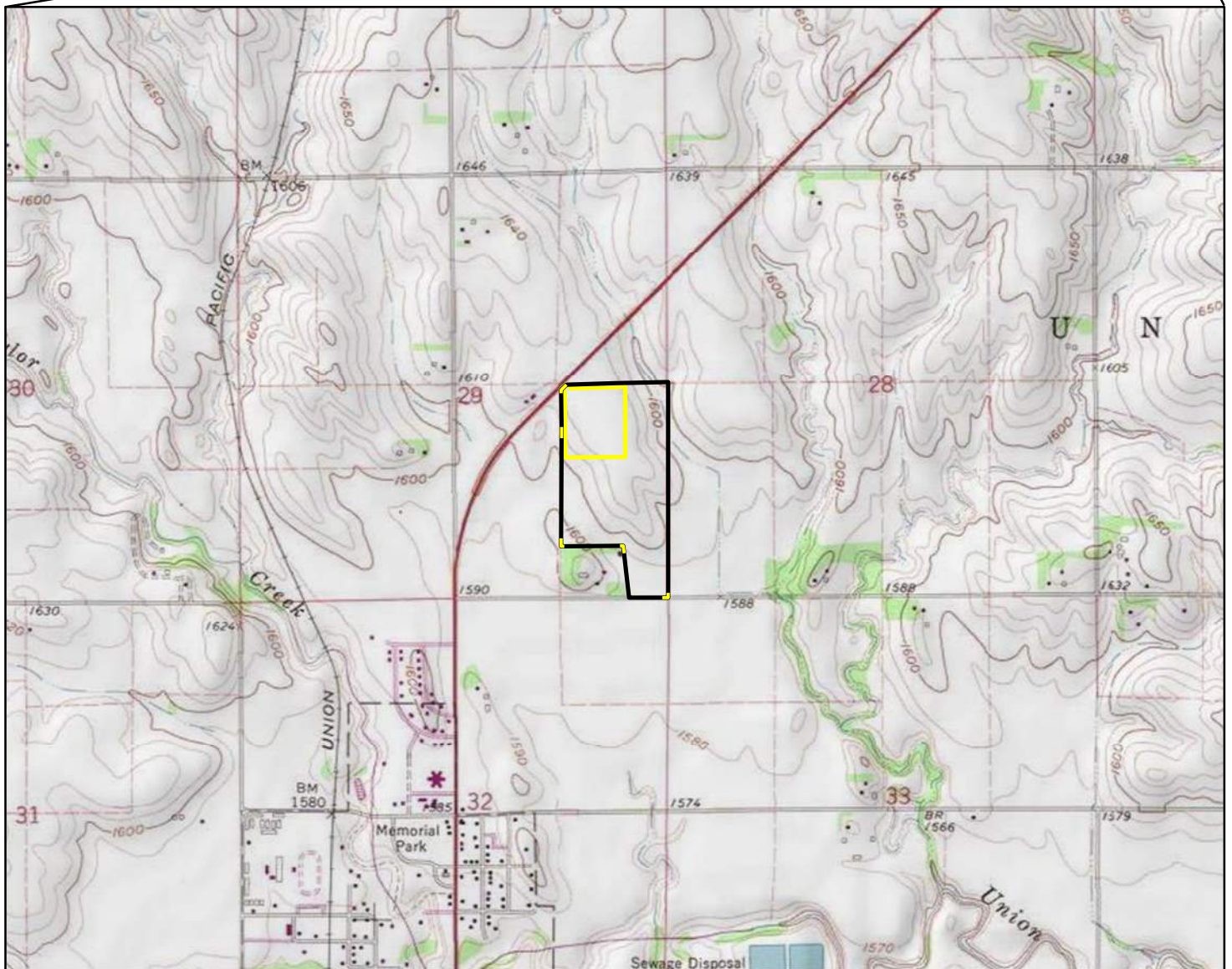
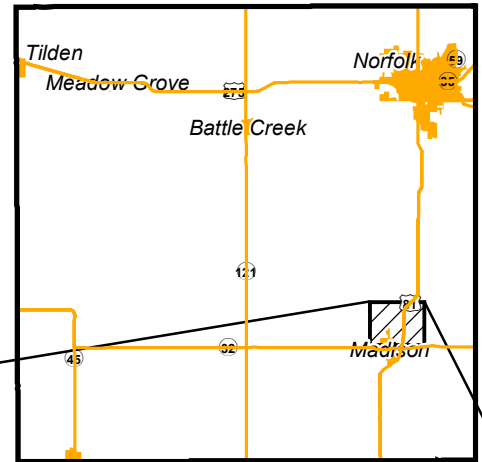
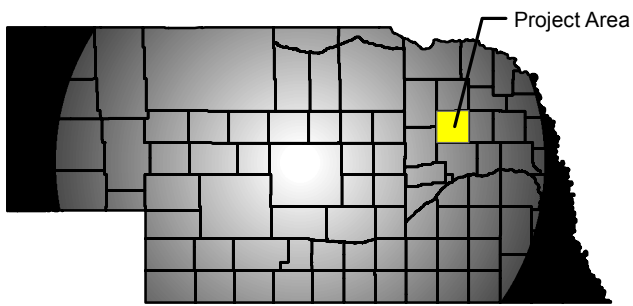
Chase Jelden
Natural Resources and Planning



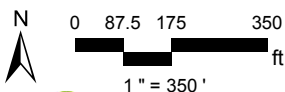
Enclosure: Project Location Map
 Site Map
 Site Plan

NEBRASKA

MADISON COUNTY



Madison Solar Array
Bluestem Energy Solutions, LLC
Madison County, Nebraska
Olsson Project # 023-03812
Project Location Map
Figure 1



olsson

Madison Solar Array
Bluestem Energy Solutions, LLC
Madison County, Nebraska
Olsson Project # 023-03812

Site Map
Figure 2



MADISON COUNTY SOLAR LAYOUT
SYSTEM SIZE DC: 2.88 MW
SYSTEM SIZE AC: 2.00 MW

MODULE: ET SOLAR 385 WATTS
TOTAL # OF MODULES: 7,488
TOTAL # OF STRINGS: 288
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CHINT CPS-SCH125KTL-DO-US-600
TOTAL # OF INVERTERS: 16

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Boyd Jones

950 S 10TH ST., STE 100
OMAHA, NE 68108

DATE: 1/27/2022

SCALE 1" = 200'

OVERALL
SITE

G1.0



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SCALE 1" = 50'

SOLAR
ARRAY

G1.1



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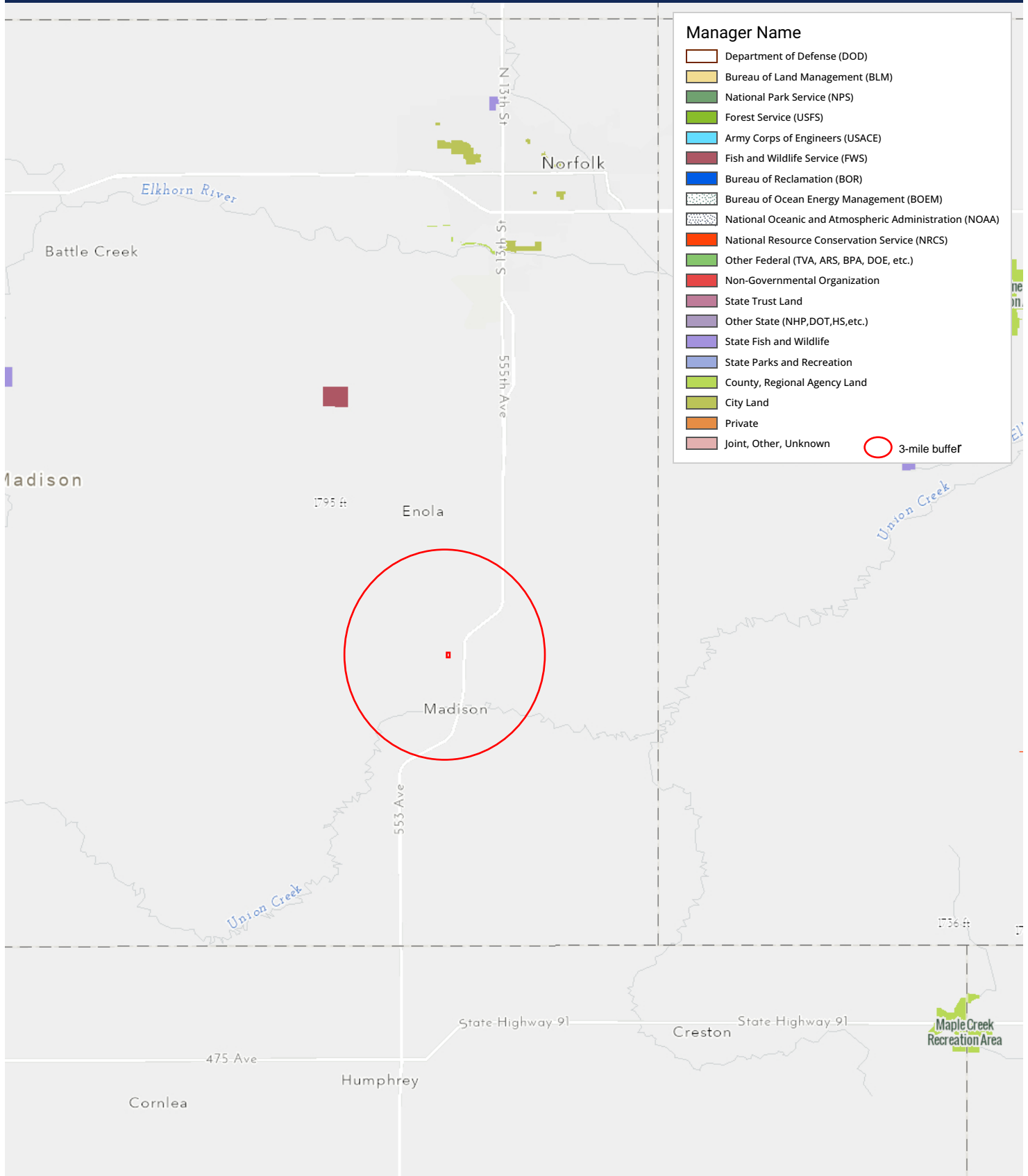
DATE: 1/27/2022

SCALE 1" = 30'

POI
LOCATION

G1.2

Protected Areas Database of the U.S. (PAD-US) by Land Manager



This map is based on the PAD-US 3.0 Combined Proclamation (Tribal, DOD only), Marine Fee, Designation, Easement feature class, published by the USGS Science Analytics and Synthesis (SAS), GAP Analysis Project (GAP). This map provides a general overview of management, not ownership. Federal and other designated areas may overlap state, private, and other inholdings.

U.S. Geological Survey (USGS) Gap Analysis Project (GAP), 2022, Protected Areas Database of the United States (PAD-US) 3.0: U.S. Geological Survey data release, <https://doi.org/10.5066/P9Q9LQ4B>.

Basemap created by ESRI. More information at: <https://usgs.gov/gapanalysis/PAD-US> or pad-us@usgs.gov. Map created by Greeninfo Network in cooperation with USGS, 2024.

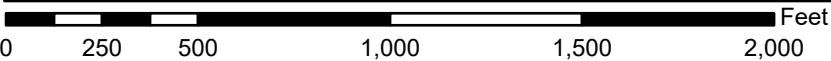
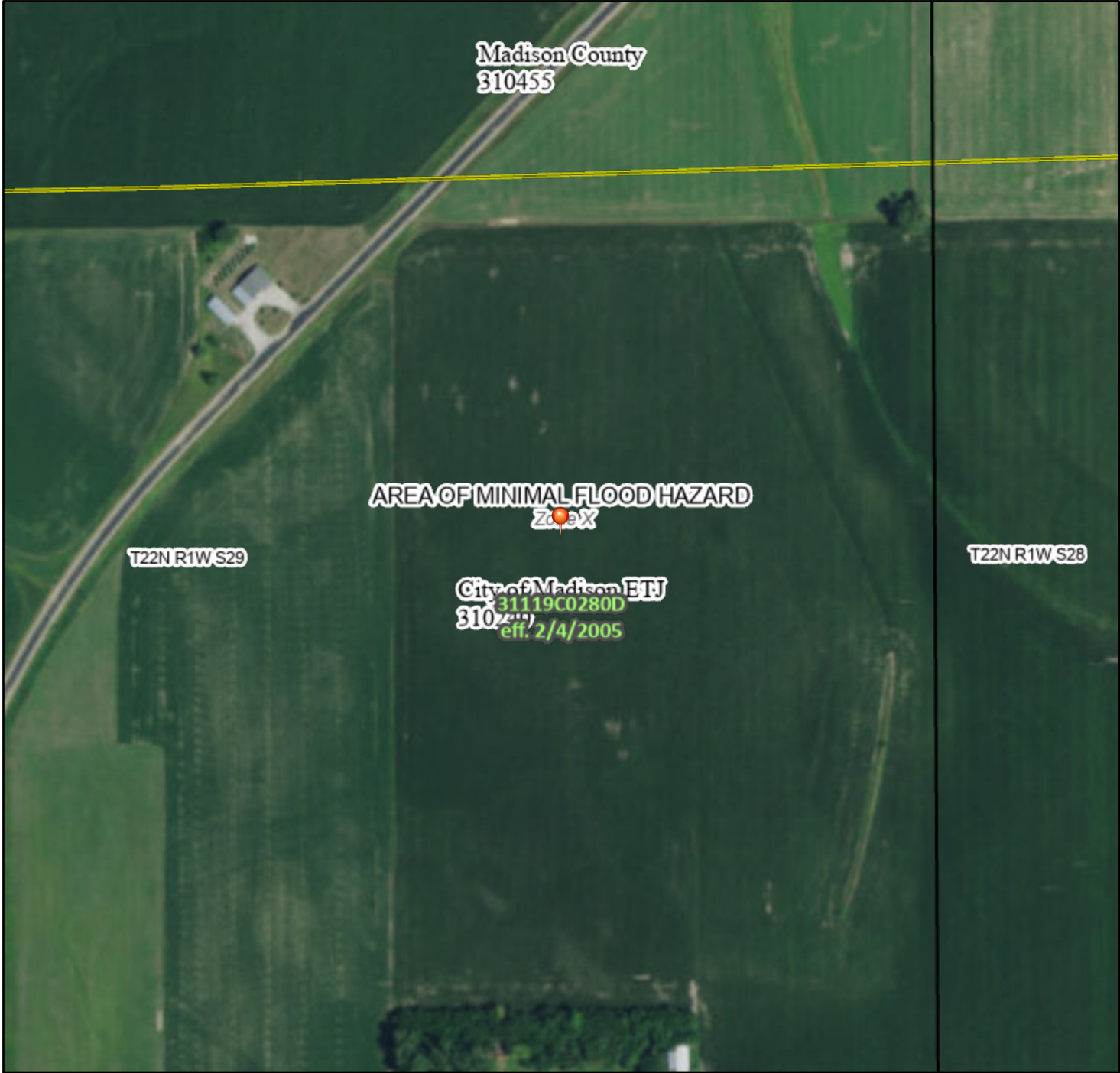
APPENDIX D

FLOODPLAINS

National Flood Hazard Layer FIRMMette



97°27'14"W 41°51'11"N



1:6,000

97°26'36"W 41°50'45"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/12/2024 at 11:38 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



June 12, 2023

Jamie Reinke, PE, CFM
Nebraska Department of Natural Resources
Attn: Floodplain Division
245 Fallbrook Blvd
Suite 201
Lincoln, NE 68521-6729

RE: United States Department of Agriculture - Rural Development
Bluestem Energy Solutions, LLC. Madison, Nebraska

Dear Ms. Reinke:

Olsson, Inc (Olsson), on behalf of Bluestem Energy Solutions, LLC (Bluestem), is to provide information to the United States Department of Agriculture (USDA)-Rural Development in the process of completing a National Environmental Policy Act (NEPA) review to assess the environmental impacts of the proposed Madison County Solar Array, a Project that would include the development of a 2 megawatt (MW) alternating current (AC), 2.88 MW direct current (DC), solar array located just north of the City of Madison, Nebraska. The solar array would interconnect to the City of Madison's electric distribution system and 100 percent of the electricity will be used locally by their rate payers. The proposed project is positioned on an existing parcel that is approximately 68 acres and the solar array would occupy approximately 15 acres of the northwest corner of the existing parcel located north from the City of Madison, Madison County, Nebraska. After construction of the property, the soil will be stabilized with the Nebraska Department of Transportation (NDOT) recommended native Nebraska pollinator seed mix to provide a native herbaceous cover below the solar array. An interconnection route would extend south of the solar array to the southwest corner of the property to connect to the existing overhead power lines along 829th Road. The purpose of the Project is to provide the rate payers of Madison, Nebraska with a competitively priced alternative energy source. The Project is being proposed in order to meet the growing demand for energy production from environmentally friendly and renewable resources. Enclosed are a series of maps that depict the proposed Project's area of potential affect for all construction activities.

We request that your office review the proposed Project for any potential effects on floodplains or any other natural resources under your jurisdiction. The Project is not located within the FEMA-designated floodplain as shown on the Flood Insurance Rate Map (FIRM) for Madison County, Nebraska, Map Number 31119C0280D, effective date 02/04/2005. The local Natural Resource District has also been notified of the Project.

We would appreciate a response within 30 days. If you need any further information or wish to discuss the Project, please contact Chase Jelden at 308-708-7650 or cjelden@olsson.com

Sincerely,

A handwritten signature in black ink, appearing to read "Chase Jelden".

Chase Jelden
Natural Resources and Planning



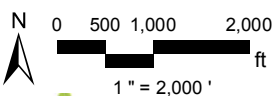
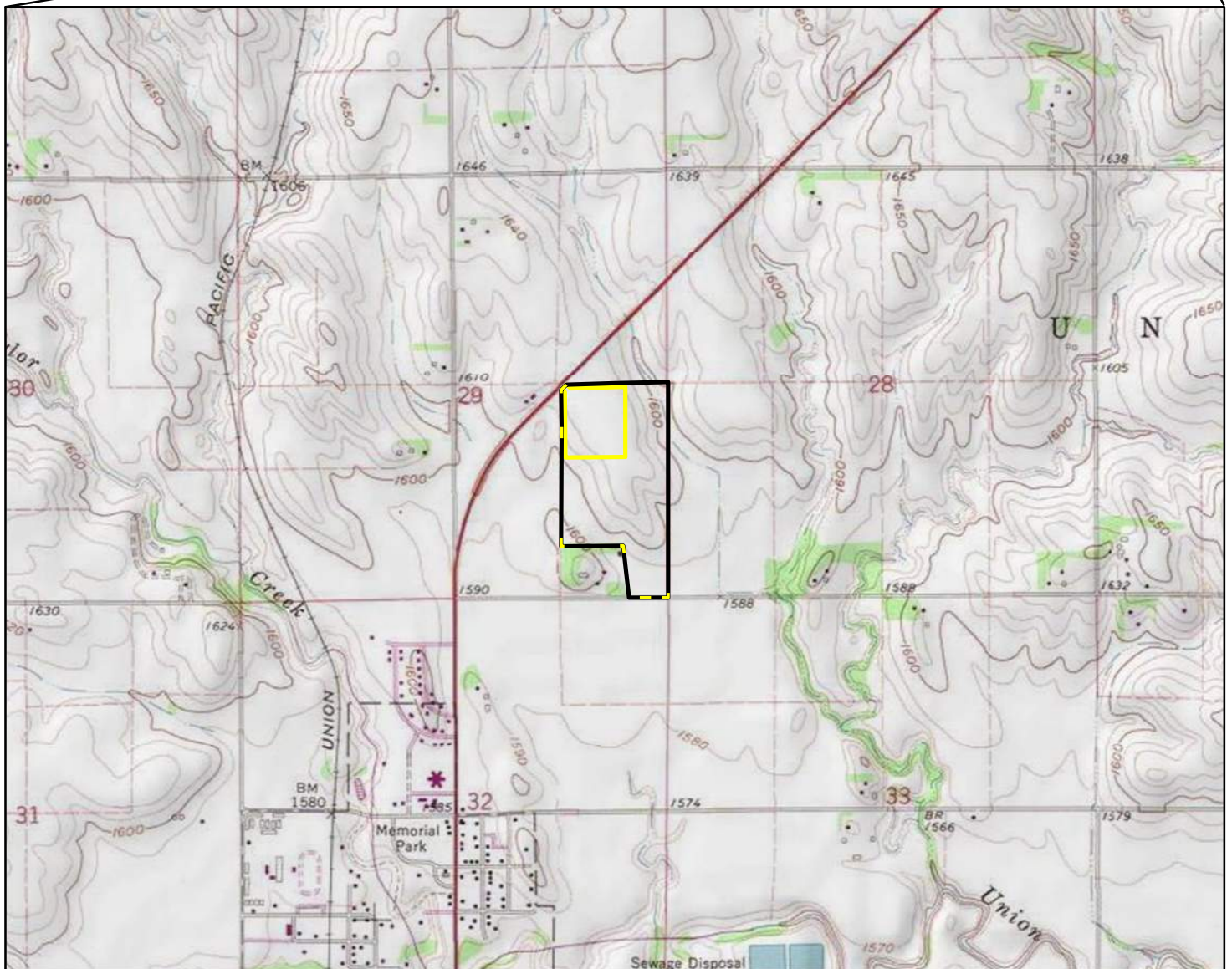
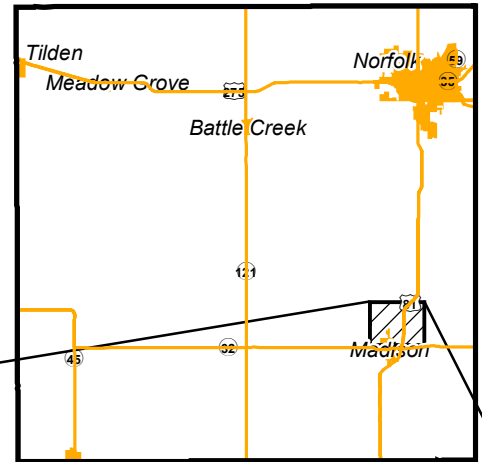
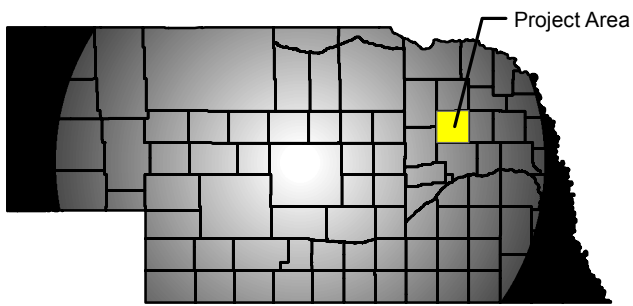
Olsson

2111 South 67th Street, Suite 200
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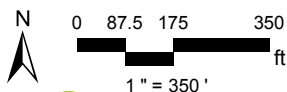
Enclosure: Location Map
 Site Map
 Site Plan Map
 FIRMette 31119C0280D

NEBRASKA

MADISON COUNTY



Madison Solar Array
Bluestem Energy Solutions, LLC
Madison County, Nebraska
Olsson Project # 023-03812
Project Location Map
Figure 1



olsson

Madison Solar Array
Bluestem Energy Solutions, LLC
Madison County, Nebraska
Olsson Project # 023-03812

Site Map
Figure 2



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SINGLE AXIS TRACKER SYSTEM

INVERTERS:
CHINT CPS-SCH125KTL-DO-US-600
TOTAL # OF INVERTERS: 16

MADISON COUNTY SOLAR

The East half of the Southeast Quarter of Section 29, Township 22 North, Range 1, West of the 6th P.M.,
Madison County, Nebraska, less and except that part thereof conveyed to the State of Nebraska by Warranty
Deed filed October 3, 1944, at Book 78, Page 513.

Boyd Jones

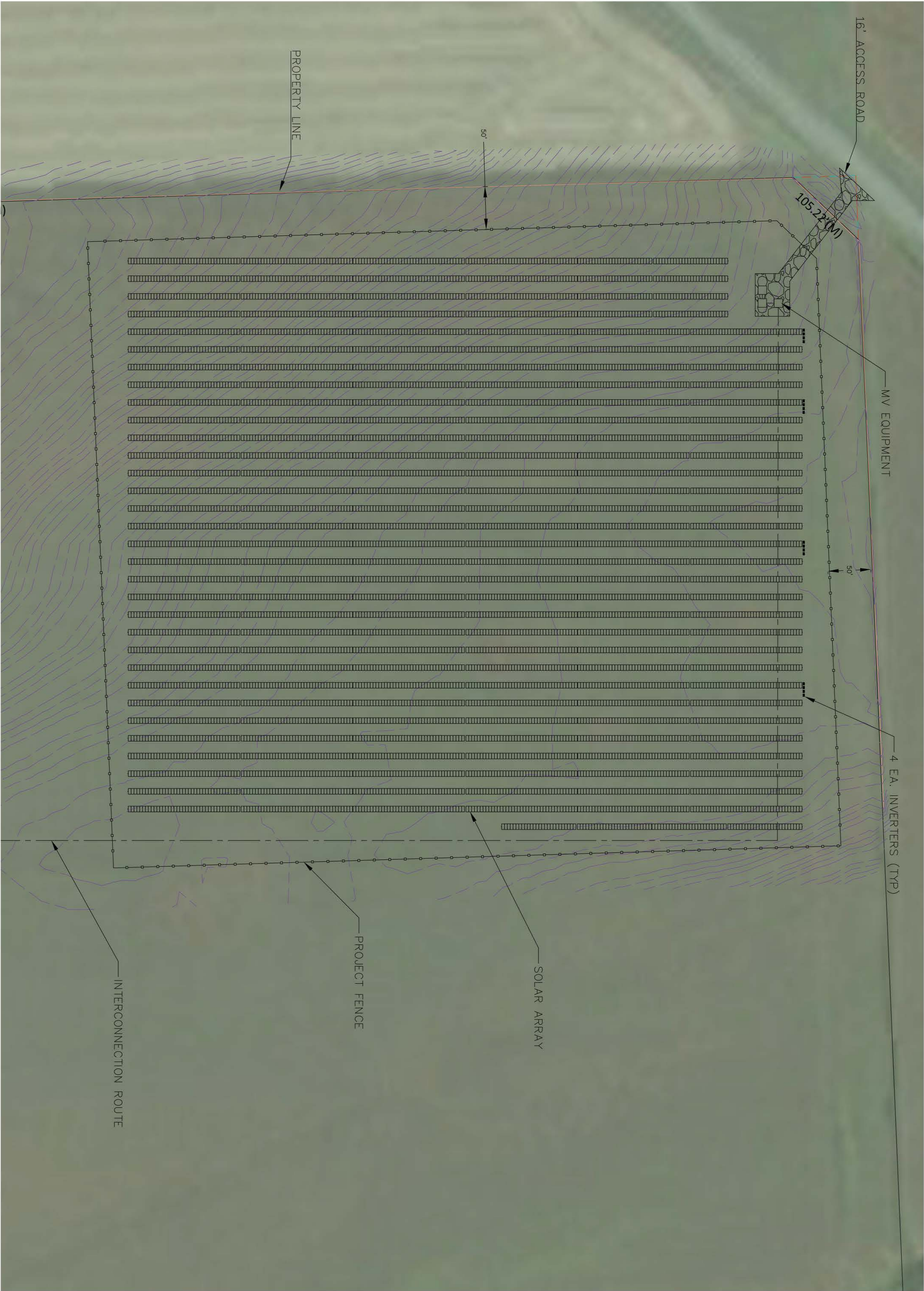
950 S 10TH ST, STE 100
OMAHA, NE 68108

DATE: 1/27/2022

SCALE 1" = 200'

OVERALL
SITE

G1.0



MADISON COUNTY SOLAR

The East half of the Southeast Quarter of Section 29, Township 22 North, Range 1, West of the 6th P.M.,
Madison County, Nebraska, less and except that part thereof conveyed to the State of Nebraska by Warranty
Deed filed October 3, 1944, at Book 78, Page 513.



950 S 10TH ST, STE 100
OMAHA, NE 68108

DATE: 1/27/2022

SCALE 1" = 50'

SOLAR
ARRAY

G1.1



MADISON COUNTY SOLAR

The East half of the Southeast Quarter of Section 29, Township 22 North, Range 1, West of the 6th P.M., Madison County, Nebraska, less and except that part thereof conveyed to the State of Nebraska by Warranty Deed filed October 3, 1944, at Book 78, Page 513.



950 S 10TH ST, STE 100
OMAHA, NE 68108

DATE: 1/27/2022

SCALE 1" = 30'

POI
LOCATION

National Flood Hazard Layer FIRMMette



97°27'15"W 41°51'6"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

97°26'37"W 41°50'39"N

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped

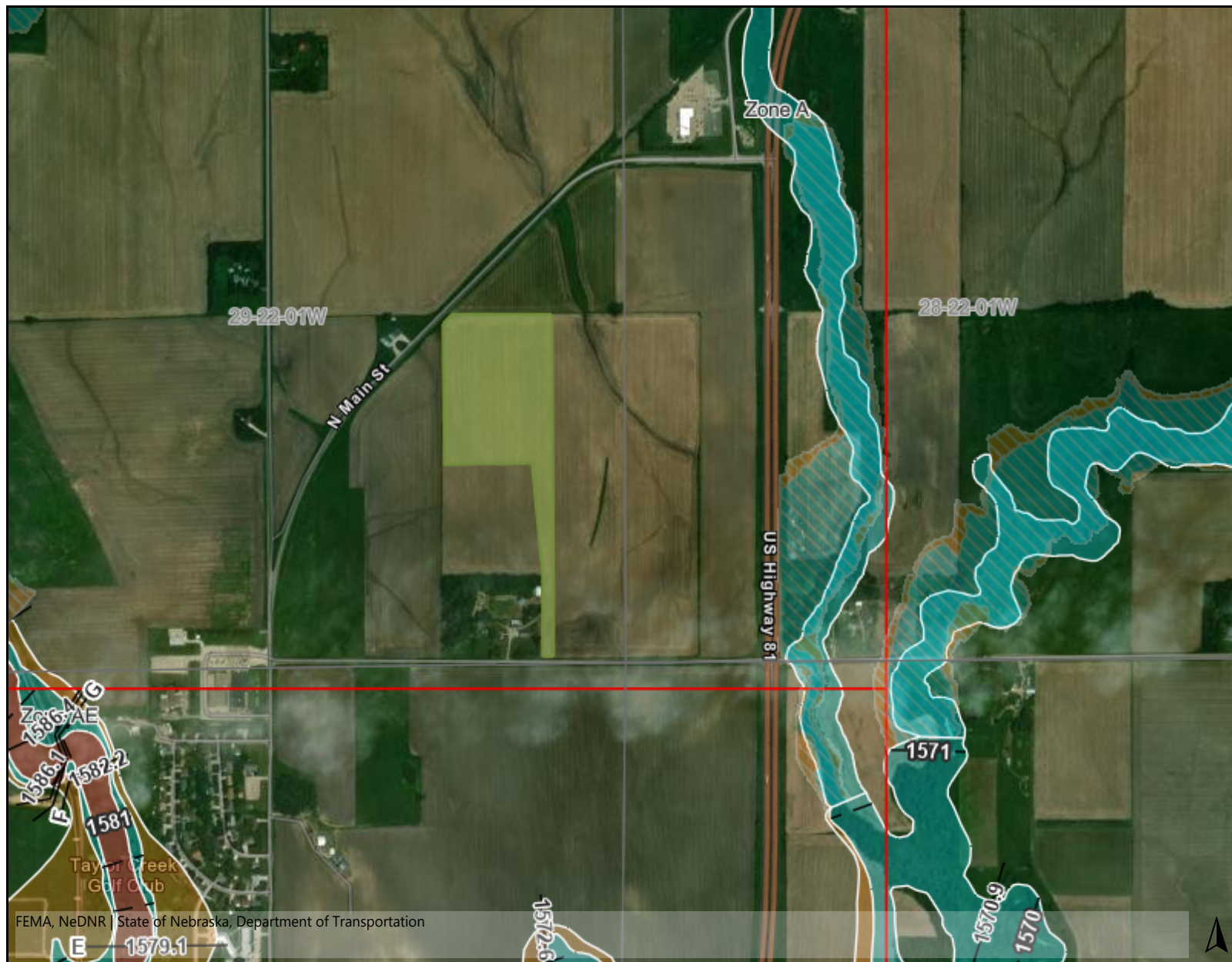


The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/6/2023 at 4:31 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



FEMA, NeDNR | State of Nebraska, Department of Transportation

0 2000 4000
ft

Date Printed: 2/12/2024

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

BFE Determinations

Valid BFE

Effective Paper Maps

Effective Flood Zone

Effective Paper Maps

1% Annual Chance

Regulatory Floodway

0.2% Annual Chance

Reduced Risk Due to Levee

Flood Hazard Zones

FIRM panels

Cross-Sections

Limit-Lines

Other Map Layers

Sections

Communities

NRDs

Notes

Nebraska NRD Floodplain Map

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

STANDARD FLOOD HAZARD DETERMINATION FORM (SFHDF)

OMB Control No. 1545-0047
Expires: 10/31/2019

SECTION I - LOAN INFORMATION

1 LENDER/SERVICER NAME AND ADDRESS United States Department of Agriculture - Rural Development.	2 COLLATERAL DESCRIPTION (Building/Mobile Home/Property) (See instructions for more information) The proposed site consists of three parcels of land all owned by Whitehead Oil Company (37 Randolph St., Lincoln, NE 68501). The following parcel identification numbers make up the proposed site: 1 29200005000, 1 29200013000, 1 29200014000. The Study Area for the A is defined as a 22-acre parcel located in Section 29, Township 11 North, Range 7 East in the Davey, Nebraska Quadrangle. The geometric center of the Study Area is located at latitude 40.894782 degrees and the longitude 96.645242 degrees.	
LENDER/SERVICER ID.#	4 LOAN IDENTIFIER	5 AMOUNT OF FLOOD INSURANCE REQUIRED

SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1 NFIP Community Name City of Lincoln	2 County(ies) Lancaster	State NE	4 NFIP Community Number 31 73
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B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1 NFIP Map Number or Community Panel Number (Community name, if not the same as "A") 31109C0194G	2 NFIP Map Panel Effective / Revised Date 4/16/2013	Is there a Letter of Map Change (LOMC)? <input checked="" type="radio"/> NO <input type="radio"/> YES (If yes, and LOMC date/no. is available, enter date and case no. below).
4 Flood Zone Zone X	5 No NFIP Map	Date Case No.

C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply.)

1 ☒ Federal Flood Insurance is available (community participates in the NFIP). ☒ Regular Program ☐ Emergency Program of NFIP

2 ☐ Federal Flood Insurance is not available (community does not participate in the NFIP).

☐ Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA). Federal Flood Insurance may not be available.

CBRA/OPA Designation Date: _____

D. DETERMINATION

IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")? ☐ YES ☒ NO

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.

If no, flood insurance is not required by the Flood Disaster Protection Act of 1973. Please note, the risk of flooding in this area is only reduced, not removed.

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the building/mobile home on the NFIP map.

E. COMMENTS (Optional)

N/A

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER (If other than Lender) Chase Jelden, 6415 2nd Avenue, Suite 1, Kearney, NE 68451 308-708-7650	DATE OF DETERMINATION 09/20/2023
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