

Document Number

PIPELINE EASEMENT AGREEMENT

Document Title

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CHERYL BERKEN
BROWN COUNTY
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Name and Return Address

Daniel W. Gentges
Husch Blackwell LLP
511 N. Broadway Suite 1100
Milwaukee WI 53202

See Exhibit A

Parcel Identification Number (PIN)

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This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

This Agreement was drafted by and should be returned to:
Daniel W. Gentges
Husch Blackwell LLP
511 North Broadway, Suite 1100
Milwaukee, WI 53202

PIPELINE EASEMENT AGREEMENT

Parcel I.D. No(s): See Exhibit "A" attached

FOR AND IN CONSIDERATION OF the sum of Ten and 00/100 Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned TOWN OF WRIGHTSTOWN, a municipal corporation located in Brown County, Wisconsin (hereinafter referred to as "Grantor"), hereby bargains, grants, conveys, and warrants to B.C. ORGANICS LLC, a Wisconsin limited liability company (hereinafter referred to as "Grantee"), and to its successors and assigns, the exclusive right, privilege and easement to construct, inspect, repair, maintain, operate, replace, protect, test, patrol, reconstruct, alter, relocate, enlarge, and remove or abandon in place, natural gas pipelines and fiber optic communications lines, and all appurtenances and equipment used or useful in the operation of such pipeline, including cathodic protection apparatus, for the transportation of natural gas and associated by-products on, over, under, across and through Grantor's utility easement located on the north side of Mill Road and legally described on Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as the "Easement"). The foregoing notwithstanding, the rights granted herein are exclusive as to the uses set forth above, but is non-exclusive in all other respects.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, together with the right of ingress to and egress from the Easement across the above-described tract of land and such parts of adjacent tracts of lands of Grantor, including subsequent divisions of such tracts, as necessary, for the purposes of surveying and clearing the Easement of brush, trees and obstructions, and for constructing, operating, inspecting, repairing, maintaining, replacing, protecting, testing, patrolling, reconstructing altering, relocating, enlarging, and removing or abandoning in place, the pipeline, appurtenances and equipment of Grantee located thereon, in whole or in part, at the will of Grantee; it being the intention of the parties hereto that Grantor may continue to use the surface of the Easement for general municipal purposes that do not and will not interfere with the use of the Easement by Grantee for any of the rights granted herein; provided, however, that Grantor shall not impound water upon the Easement, change the ground elevation or grade of the Easement, or construct or permit to be constructed any building, structure improvement or obstruction, or plant trees or shrubs upon the Easement that would interfere with Grantee's exercise of the rights hereby conveyed,

Error! Unknown document property name.

including without limitation, access to the Easement and the safe operation of Grantee's pipeline.

THIS AGREEMENT is executed and delivered by the parties under that certain Memorandum of Understanding – Conditional Use, between Grantor and Grantee and dated as of May 4, 2020 (the "MOU"). More particularly, the Easement granted hereunder, and the covenants and undertakings of Grantor and Grantee as set forth herein are in furtherance of the requirements of Sections II.C.4.a and II.C.4.b of the MOU, pursuant to which (1) all pipelines delivering manure to the Site (as defined in the MOU) and transporting brown water or effluent off the Site must be located within county utility easement rights of way, within a Grantor right of way or within private easements, and (2) Grantee must obtain permission from Grantor for the use of those portions of the Mill Road (C.T.H. IL) utility easement for Grantee's gas and manure pipelines. Accordingly, this Agreement is made in satisfaction of the requirements contained in the MOU.

AS FURTHER CONSIDERATION for the Easement granted hereunder, Grantor and Grantee further covenant and agree as follows:

1. The proposed location of the pipeline on the above-described tract is legally described in Exhibit "A" (the "Easement Property") and is depicted on Exhibit "B", each attached hereto and made a part hereof.

2. No exercise of any right granted to Grantee in this Easement shall interfere with Grantor's use and enjoyment of the Easement Property, except as specifically allowed herein. Without limitation, Grantee shall give Grantor not less than 120 days' notice of Grantee's intent to enlarge or relocate the Easement; no enlargement or relocation of the pipeline shall require any relocation of Grantor's utilities located within the Easement Property.

3. Upon completion of construction and any subsequent maintenance activities for Grantee's pipeline, Grantee will restore the surface of all disturbed areas on Grantor's land as nearly as practicable to the original contour existing immediately prior to commencement of such construction or maintenance activities.

4. The term of the Easement shall commence on the date of this Agreement and shall continue until the first to occur of: (a) its abandonment by Grantee; (b) the date of its termination by Grantor following the occurrence of an Event of Default by Grantee under the MOU; or (c) the date of its termination in any agreement of Grantor and Grantee to terminate the Easement, which occurs first. Grantee shall give Grantor not less than 120 days' notice of any intention to abandon the Easement, in which case, Grantor shall notify Grantee within 60 days of receipt of the notice if the abandonment will be accepted or if Grantor will require Grantee to remove the pipeline. If Grantor requires removal of the pipeline, Grantee shall remove the pipeline no later than 60 days after the expiration of the 120-day period referred to above and shall restore the Easement Property as nearly as practicable to the original contour existing immediately prior to commencement of such removal activities.

5. Grantee will defend, indemnify and hold Grantor, its board members, officers, employees, contractors, agents, insurers and attorneys, and their respective successors and

assigns, harmless from and against any and all costs, expenses, damages or injuries to property or persons caused by the construction, inspection, repair, maintenance, operation, replacement, protection, testing, patrolling, reconstruction, alteration, relocation, enlargement, and removal or abandonment in place, of Grantee's pipeline, appurtenances and equipment on the above-described tract; provided, however, that Grantee shall have the right from time to time after initial construction of the pipeline and without any liability for damages to the same, to clear and keep cleared all trees, brush, shrubs and undergrowth Grantee determines, in its sole discretion, interfere with Grantee's use of the Easement granted herein. With the consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed, Grantee may remove buildings, structures, improvements, or other obstructions from the Easement that interfere with Grantee's use of the Easement granted herein. Grantee's indemnification obligations under this paragraph shall survive termination of the Easement.

6. Grantor represents to Grantee that Grantor holds the above-described lands as public right of way and has a good and lawful right to convey the rights as herein done.

7. Grantor will warrant and defend the title to the Easement to Grantee, its successors and assigns, against the lawful claims of all persons.

8. The rights of Grantee hereunder may be sold, assigned or leased, in whole or in part, by Grantee at any time.

9. Grantee's rights hereunder are subject to all of the terms of the MOU.

10. This Agreement incorporates and describes all of the grants, undertakings, conditions, considerations and agreements between the parties. Neither party has relied upon any promises, inducements or representations, whether oral or written, of the other party, its agents or employees, other than those stated in this Agreement.

11. The Easement granted hereby, and all rights, privileges and obligations created herein, shall run with the land and shall inure to the benefit of and be binding and obligatory upon the legal representatives, successors and assigns of Grantor and Grantee.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

13. Each person signing on behalf of a party to this Agreement represents and warrants that he or she has been authorized by all necessary limited liability company or municipal actions to bind such party to the terms of this Agreement.

14. This Agreement may be executed in counterparts, but which together shall constitute one and the same Agreement.

[Signature page(s) and exhibits follow.]

3 IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day of Feb, 2021.

Grantor:

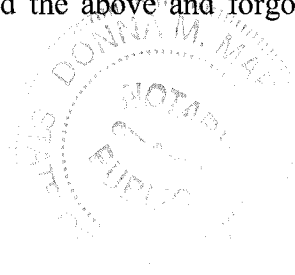
TOWN OF WRIGHTSTOWN

By: William Verbeten
William Verbeten, Chairman

Attest: Donna Martzahl
Donna Martzahl, Clerk

STATE OF WISCONSIN)
COUNTY OF BROWN)

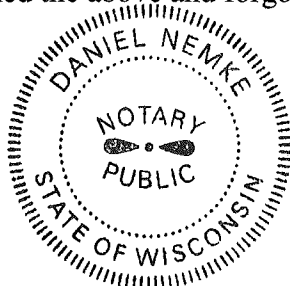
PERSONALLY appeared before me this 3 day of February, 2021, the above-named William Verbeten, the chairman of the Town of Wrightstown, Wisconsin, who acknowledged that he signed the above and forgoing Agreement on the day and year therein mentioned.



Donna Martzahl
Name: Donna Martzahl
Notary Public, State of Wisconsin
My commission: 12-21-23

STATE OF WISCONSIN)
COUNTY OF BROWN)

PERSONALLY appeared before me this 3 day of February, 2021, the above-named Donna Martzahl, the clerk of the Town of Wrightstown, Wisconsin, who acknowledged that she signed the above and forgoing Agreement on the day and year therein mentioned.



Daniel Nemke
Name: Daniel Nemke
Notary Public, State of Wisconsin
My commission: 3/5/22

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Second signature page
Pipeline Easement Agreement

Grantee:

B. C. ORGANICS LLC

By: Daniel Nemke
Title: Name: Owner/Member
Name: Title: Daniel Nemke

STATE OF WISCONSIN)
COUNTY OF Brown)

PERSONALLY appeared before me this 3 day of February, 2021, the above-named Daniel Nemke, as owner, and member, as _____, of the B. C. Organics LLC, a Wisconsin limited liability company, who acknowledged that he signed the above and forgoing Agreement on the day and year therein mentioned.



Donna Martzahn
Name: Donna Martzahn
Notary Public, State of Wisconsin
My commission: 12-21-23

EXHIBIT "A"

Legal Description of Pipeline Easement

LEGAL DESCRIPTION OF 15' PIPELINE ROUTE

Route 1, in the Town of Wrightstown Mill Road Right-of Way

Part of the South 1/2 of the SW 1/4 and the South 1/2 of the SE 1/4 of Section 12 Town 21 North, Range 19 East, and the South 1/2 of the SW 1/4 of Fractional Section 7, Town 21 North, Range 20 East, Town of Wrightstown, Brown County, Wisconsin. Containing 122,527 square feet (2.813 acres), being more fully described as follows:

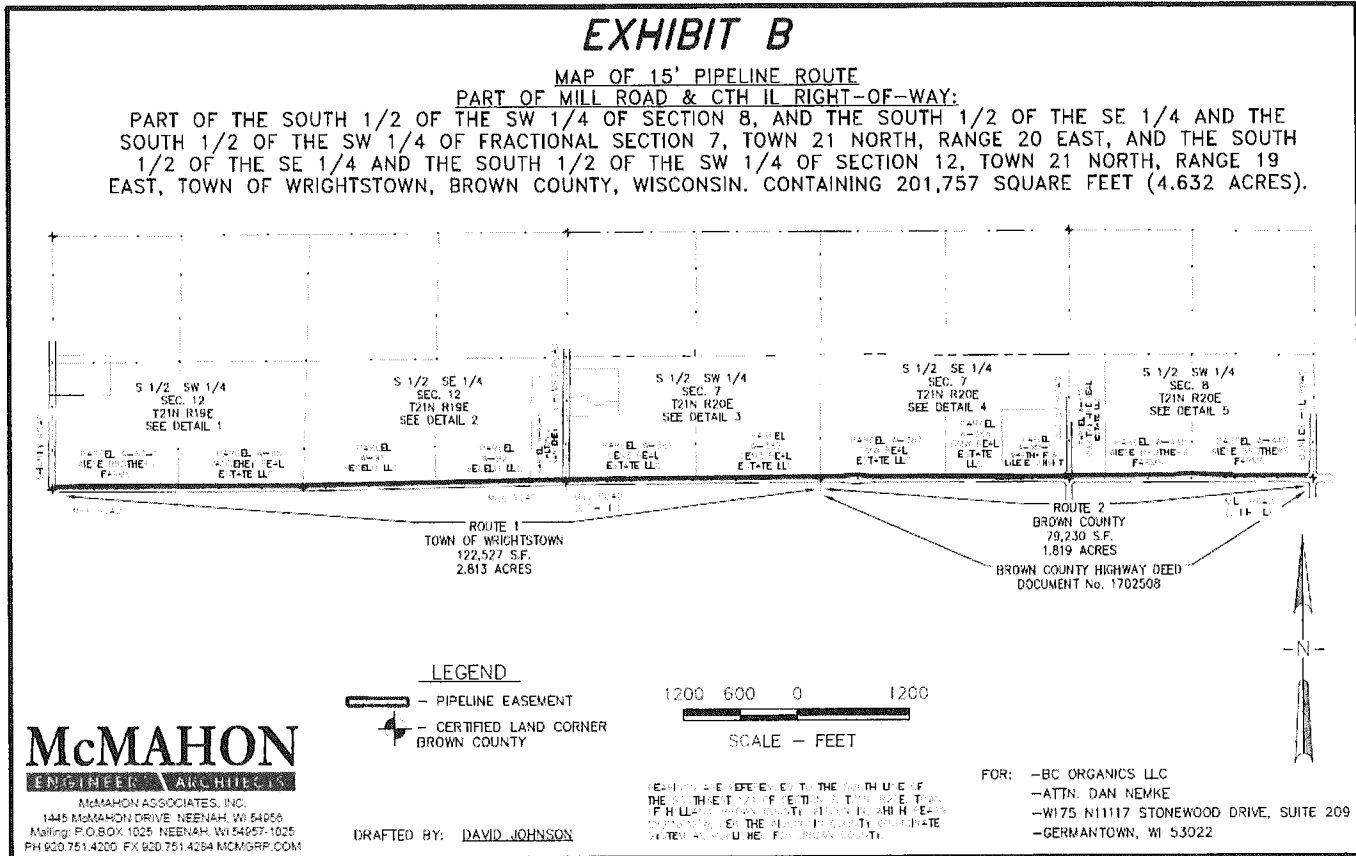
Commencing at the Southwest corner of said Section 12;
Thence N00°27'49"E, 33.00 feet along the West line of the Southwest 1/4 of said Section 12;
Thence N89°46'49"E, 33.00 feet to the East right-of-way line of Shanty Road and the Point of Beginning;
Thence continuing N89°46'49"E, 2652.54 feet along the North right-of-way line of Mill Road to the North-South 1/4 line of said Section 12;
Thence N88°54'28"E, 2766.29 feet along said North right-of-way line of Mill Road to the West right-of-way line of Elmro Road;
Thence N89°13'29"E, 68.02 feet to the East right-of-way line of Elmro Road;
Thence N89°30'32"E, 2682.00 feet along said North right-of-way line of Mill Road to the North-South 1/4 line of Section 7;
Thence S00°24'36"W, 15.00 feet along said North-South 1/4 line;
Thence S89°30'32"W, 2717.08 feet along a line 15 feet South of as measured at right angles to and parallel with the North right-of-way line of Mill Road to the West line of the Southwest 1/4 of the Southwest 1/4 of said Section 7;
Thence S88°54'28"W, 2799.59 feet to the North-South 1/4 line of Section 12;
Thence S89°46'49"W, 2652.19 feet to the Southerly extension of the East right-of-way line of Shanty Road;
Thence N00°27'49"E, 15.00 feet along said extended East line to the Point of Beginning.

See Exhibit B attached, a map of the above description.

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EXHIBIT "B"

Depiction of Pipeline Easement



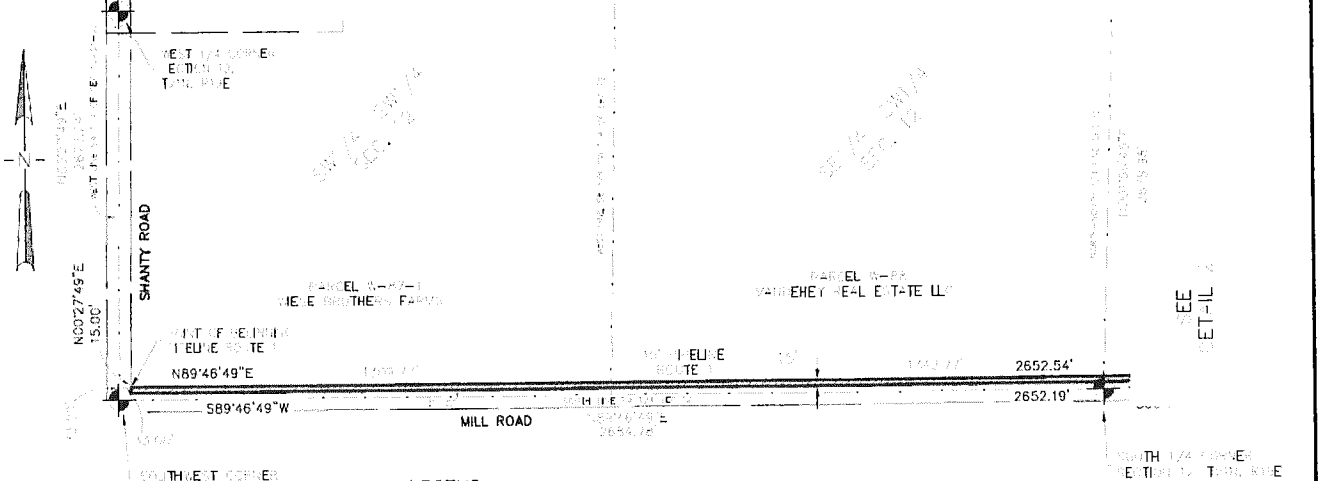
1. This document is the property of the Brown County Register of Deeds. It is not to be reproduced or distributed without the express written consent of the Register of Deeds.

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DETAIL 1

MAP OF 15' PIPELINE ROUTE PART OF MILL ROAD & CTH IL RIGHT-OF-WAY:

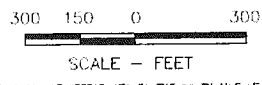
PART OF THE SOUTH 1/2 OF THE SW 1/4 OF SECTION 8, AND THE SOUTH 1/2 OF THE SE 1/4 AND THE SOUTH 1/2 OF THE SW 1/4 OF FRACTIONAL SECTION 7, TOWN 21 NORTH, RANGE 20 EAST, AND THE SOUTH 1/2 OF THE SE 1/4 AND THE SOUTH 1/2 OF THE SW 1/4 OF SECTION 12, TOWN 21 NORTH, RANGE 19 EAST, TOWN OF WRIGHTSTOWN, BROWN COUNTY, WISCONSIN. CONTAINING 201,757 SQUARE FEET (4.632 ACRES).



McMAHON
ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

- LEGEND**
- PIPELINE EASEMENT
 - CERTIFIED LAND CORNER BROWN COUNTY
 - ORIGINAL GOVERNMENT SURVEY



FOR: -BC ORGANICS LLC
-ATTN. DAN NEMKE
-W175N11117 STONEWOOD DRIVE, SUITE 209
-GERMANTOWN, WI 53022

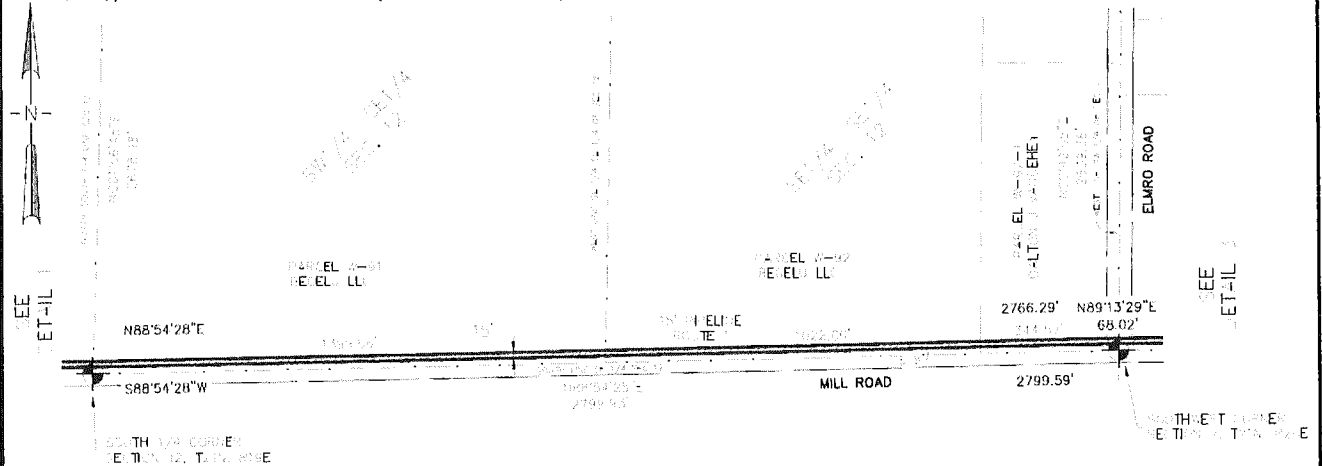
DRAFTED BY: DAVID JOHNSON

BEARINGS ARE REFERRED TO THE SOUTH LINE IF THE SOUTH LINE IS FEELING A TYPICAL CASE OF ROLLING SURFACE TO THE SOUTH WHICH LEANS TO THE WEST. THE DISTANCE BETWEEN THE CENTER LINE AND THE SOUTH LINE IS 15 FEET.

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DETAIL 2

MAP OF 15' PIPELINE ROUTE
 PART OF MILL ROAD & CTH 11 RIGHT-OF-WAY:
 PART OF THE SOUTH 1/2 OF THE SW 1/4 OF SECTION 8, AND THE SOUTH 1/2 OF THE SE 1/4 AND THE SOUTH 1/2 OF THE SW 1/4 OF FRACTIONAL SECTION 7, TOWN 21 NORTH, RANGE 20 EAST, AND THE SOUTH 1/2 OF THE SE 1/4 AND THE SOUTH 1/2 OF THE SW 1/4 OF SECTION 12, TOWN 21 NORTH, RANGE 19 EAST, TOWN OF WRIGHTSTOWN, BROWN COUNTY, WISCONSIN. CONTAINING 201,757 SQUARE FEET (4.632 ACRES).



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LEGEND
 — PIPELINE EASEMENT
 — CERTIFIED LAND CORNER BROWN COUNTY
 — ORIGINAL GOVERNMENT SURVEY
 DRAFTED BY: DAVID JOHNSON

300 150 0 300
 SCALE — FEET

BE-INDICATED REFERENCE TO THE SOUTH LINE OF THE SOUTH-EAST 1/4 OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 20 EAST, AND THE SOUTH 1/2 OF THE SE 1/4 AND THE SOUTH 1/2 OF THE SW 1/4 OF SECTION 12, TOWN 21 NORTH, RANGE 19 EAST, TOWN OF WRIGHTSTOWN, BROWN COUNTY, WISCONSIN.

FOR: —BC ORGANICS
 —ATTN: DAN NEMKE
 —W175N1117 STONEWOOD DRIVE, SUITE 209
 —GERMANTOWN, WI 53022

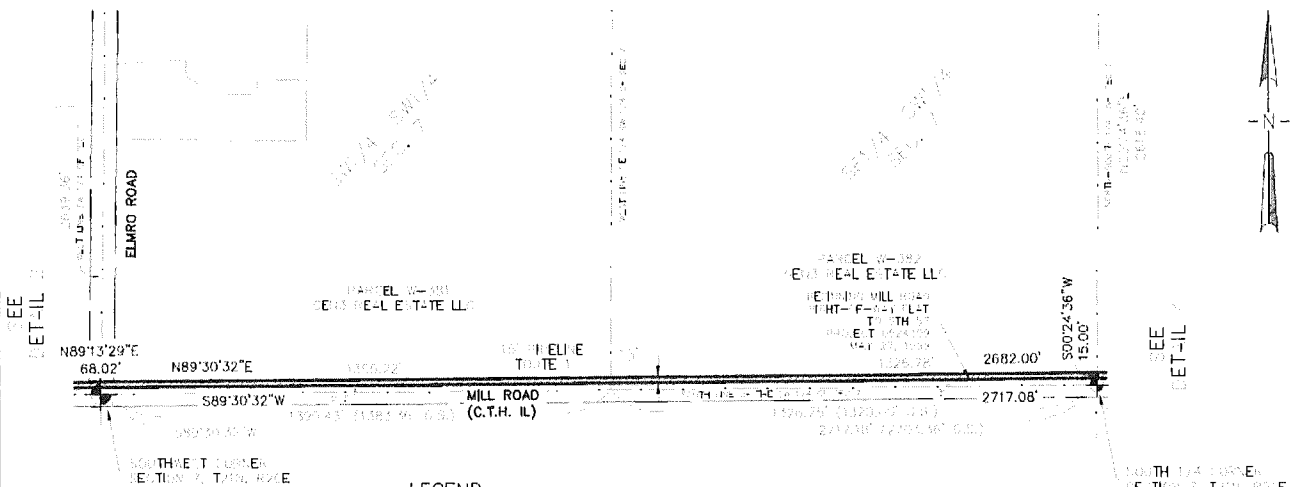
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DETAIL 3

MAP OF 15' PIPELINE ROUTE

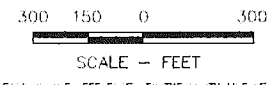
PART OF MILL ROAD & CTH IL RIGHT-OF-WAY:

PART OF THE SOUTH 1/2 OF THE SW 1/4 OF SECTION 8, AND THE SOUTH 1/2 OF THE SE 1/4 AND THE SOUTH 1/2 OF THE SW 1/4 OF FRACTIONAL SECTION 7, TOWN 21 NORTH, RANGE 20 EAST, AND THE SOUTH 1/2 OF THE SE 1/4 AND THE SOUTH 1/2 OF THE SW 1/4 OF SECTION 12, TOWN 21 NORTH, RANGE 19 EAST, TOWN OF WRIGHTSTOWN, BROWN COUNTY, WISCONSIN. CONTAINING 201,757 SQUARE FEET (4.632 ACRES).



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- LEGEND**
- PIPELINE EASEMENT
 - CERTIFIED LAND CORNER BROWN COUNTY
 - ORIGINAL GOVERNMENT SURVEY
- DRAFTED BY: DAVID JOHNSON



BEARING AND DISTANCE TO THE SOUTH LINE OF THE SOUTH 1/2 OF SECTION 8, TOWN 21 NORTH, RANGE 20 EAST, AND THE SOUTH 1/2 OF THE SW 1/4 OF SECTION 7, TOWN 21 NORTH, RANGE 20 EAST, AND THE SOUTH 1/2 OF THE SE 1/4 AND THE SOUTH 1/2 OF THE SW 1/4 OF SECTION 12, TOWN 21 NORTH, RANGE 19 EAST, TOWN OF WRIGHTSTOWN, BROWN COUNTY, WISCONSIN.

FOR: -BC ORGANICS LLC
-ATTN: DAN NEMKE
-W175N1117 STONEWOOD DRIVE, SUITE 209
-GERMANTOWN, WI 53022

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