

Instrument #: 2023-03458 B: 2023 P: 3458
08/02/2023 10:18:54 AM Total Pages: 7
0810 EASEMENT
Recording Fee: \$ 37.00
Jessica Kooiker, Recorder, Sioux County Iowa



Prepared instrument was drafted by:
West Branch RNG, LLC
435 Joe Hall Drive
Ypsilanti, MI 48197
(209) 834-4624

Purchase Of PIPELINE RIGHT-OF-WAY EASEMENT
(With Survey Exhibit)

KNOW ALL PERSONS BY THESE PRESENTS, that Irene, D. Serena, (hereinafter called "Grantor") in consideration of the sum \$18,349.19 payment in easement contract, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto West Branch RNG, LLC, with the address of 435 Joe Hall Dr. Ypsilanti, MI 48197 (hereinafter called "Grantee") the Purchase of Permanent Easement and a Temporary Construction Easement for a Manure Pipeline under and across the following described real estate:

PERMANENT EASEMENT – THIRTY FEET (30') WIDE EASEMENT described as:

See attached Exhibit A.

(Hereinafter called "Easement Area") for the purpose of the Grantee to erect, construct, install and lay, and thereafter use, operate, inspect, repair, attach to, extend, maintain, replace, rebuild, and remove the manure pipes, connections, valves, and all other devices used in connection with the operation of a pipeline system, over, under, across Easement Area. The pipelines are proposed to be installed by open cut construction methods. Directional boring methods will be employed where open cut construction is infeasible.

This Easement shall be subject to the following terms and conditions:

1. **MULTIPLE PIPELINE.** This Easement allows for up to three pipelines each with a maximum diameter of 8 inches, tracer wire, and underground communication line. The pipeline shall be used only for the transportation of Manure, Digestate or Filtrate Water from manure.
2. **ERECTION OF STRUCTURES.** This Easement allows for the erection of above grade structure and protection devices for the normal operation and maintenance out of the installed pipeline. The location of these structures will be identified in the construction drawings. Below grade valves and structures may be installed within the easement. Additional above grade structures not identified in Exhibit A will not be installed unless Grantor obtains the prior written consent of the Grantee.
2. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation, or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee, other than up to 6 inches of additional soil that may be graded over the centerline of the pipe to allow for repair of settlement.

3. RIGHT OF ACCESS. The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use of the Easement Area as herein described, including but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.
4. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
5. APPROVAL BY THE GRANTEE. This Easement shall not be binding until it has received the final approval and acceptance by the Grantee in the easement contract to follow within 30 days.
6. GRANTORS agree that they will not grant any other easements for other utilities, communication lines or facilities within the easement area, and further agree not to use the easement premises in a manner which will interfere with the GRANTEE'S full enjoyment of the rights hereby granted and GRANTORS further agree to not erect or construct any building or other structure or roadway or drill or operate any well, or construct any reservoir or other obstruction on the easement premises, or diminish or substantially add to the ground over the easement premises. GRANTEE will allow driveways and roadways perpendicular to the easement but will be required to maintain a minimum coverage of 60 inches or more between the finish grade and top of the pipe.
7. The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTORS, their successors, and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTORS, their successors, and assigns.
8. Each party to this easement shall hold the other harmless for any damage or injury which may occur as the result of reasonable, normal work performed within the construction and permanent easement.
9. GRANTEE agrees that it will, following any initial excavation of the pipeline, return the premises to its former condition as is reasonably possible at no expense to GRANTORS.
10. GRANTEE agrees that the pipeline will not interfere with any above ground farming activities and will be buried 6' below the surface. The GRANTEE will be responsible for any loss crop damage and soil repair damages in the case that such pipelines did cause any damages to said above ground farming operations.

CONSTRUCTION EASEMENT - SIXTY FEET (60') WIDE EASEMENT described as:

See attached Exhibit A.

1. The grantor hereby grants to the West Branch RNG, LLC, a temporary construction easement ("Construction Easement") with respect to the area described above. The Grantee may use the temporary construction easement area for the proper construction of the improvements, and the Grantee, its agents, representatives, assigns, or any contractor employed by the Grantee may enter the temporary construction easement area and make any changes to it that are necessary for the proper construction of the improvements. All the areas used shall be sloped and graded and restored as is practicable and left in a neat and workmanlike manner. The Grantee may enter upon the above-described property to commence construction upon approval of this easement. This easement shall be effective for one year after the completion of the project.

2. RIGHT OF ACCESS. The Grantee shall have the right of access to the Construction Easement Area and have all rights of ingress and egress reasonably necessary for the use of the Construction Easement Area as herein described, including but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.

Grantor agrees not to construct or erect any permanent buildings, fixtures or other improvements within the Construction Easement Parcel until the Construction Easement has expired.

3. The Grantee shall provide the Landowner with advance notice of the approximate date when construction will commence on the Construction Easement and consult with the Landowner regarding minimizing inconvenience and any crop loss during the Construction Period.

DAMAGES FOR THE INABILITY TO PLANT CROP OR LOSS OF YIELD AND DESTRUCTION OF PLANTED CROP.

The Grantor understands and agrees that the payment made by the Grantee will include payment for the Permanent and Temporary Easement rights as described herein. In addition, unless otherwise provided in a separate signed writing, the payment includes any damages to Landowner from the inability to plant a crop for one year and any reduced crop yield for the years following the completion of the construction. In addition, should the construction activities of the Grantee prevent the Landowner from planting a crop more than one year, Grantee shall pay Landowner an amount equal to 100 percent of the average cash rent for the farmland in the County for each such year. Further, should construction activity of the project cause the removal or destruction of a crop already planted by the Landowner, Grantee shall pay additional reasonable compensation to Landowner for the expense of same.

Grantor does HEREBY COVENANT with the Grantee that Grantor holds said real estate described in this Easement by title in fee simple, that Grantor has good and lawful authority to convey the same; and said Grantor covenant to WARRANT AND DEFEND the said premises against the lawful claims of all people whomsoever.

Signed this 17 day of May, 2023.

Grantor: Name: Irene, D. Serena

By: [Signature]
Name:

STATE OF _____ }
COUNTY OF _____ } ss:

On this 17 day of May 2023 before me a Notary Public within and for said County, personally appeared Irene D. Serena to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed



[Signature]
Notary Public - State of Iowa
My Commission Expires: May 20, 2026

Signed this 25th day of April, 2023.

Grantee: West Branch RNG, LLC

By: [Signature]
Mark Hill, CO-CEO

STATE OF Michigan }
COUNTY OF Washtenaw }

On this 25th day of April, 2023, before me a Notary Public within and for said County, personally appeared Mark Hill to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed

Anilesa Allen
Notary Public - State of _____
My Commission Expires: 07-18-2029

Anilesa Allen
Notary Public - State of Michigan
County of Washtenaw

Commission Expires July 18, 2029
Acting in the County of Washtenaw

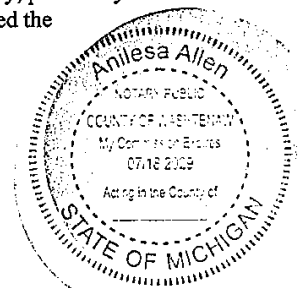


EXHIBIT A

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWN 94 NORTH, RANGE 45 WEST, SIOUX COUNTY, IOWA

PERMANENT EASEMENT

A 30 FOOT PERMANENT EASEMENT FOR MANURE TRANSFER FACILITY OVER, UNDER AND ACROSS DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 10;
THENCE N89°20'34"W COINCIDENT WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 33.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE FOR HICKORY AVENUE AND THE POINT OF BEGINNING;
THENCE N01°11'35"E COINCIDENT WITH THE SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1380.52 FEET;
THENCE N89°11'38"W A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTHERLY LINE OF THE OWNER WITH THAT BEING REFERRED TO AS "POINT A";
THENCE S01°11'35"W COINCIDENT WITH SAID NORTHERLY LINE OF THE OWNER A DISTANCE OF 138.60 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 10;
THENCE S89°20'34"E COINCIDENT WITH SAID SOUTH LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PERMANENT EASEMENT CONTAINING 41,417 SQUARE FEET MORE OR LESS AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TEMPORARY EASEMENT

ALSO A 60 FOOT TEMPORARY CONSTRUCTION EASEMENT LYING WEST OF AND ADJACENT TO THE ABOVE DESCRIBED EASEMENT, UNDER AND ACROSS DESCRIBED AS FOLLOWS;

COMMENCING AT A POINT ON THE NORTH LINE OF THE OWNER WITH SAID POINT BEING CALLED OUT AS "POINT A" AND BEING THE POINT OF BEGINNING;
THENCE S01°11'35"W A DISTANCE OF 1380.60 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 10;
THENCE N89°20'34"W COINCIDENT WITH SAID SOUTH LINE, A DISTANCE OF 60.00 FEET;
THENCE N01°11'35"E A DISTANCE OF 1380.76 FEET TO THE NORTH LINE OF THE OWNER;
THENCE S89°11'38"E COINCIDENT WITH THE SAID NORTH LINE OF THE OWNER A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY EASEMENT IS TO EXPIRE AT THE END OF CONSTRUCTION OR SEPTEMBER 1ST, 2025, WHICH EVER COMES FIRST.

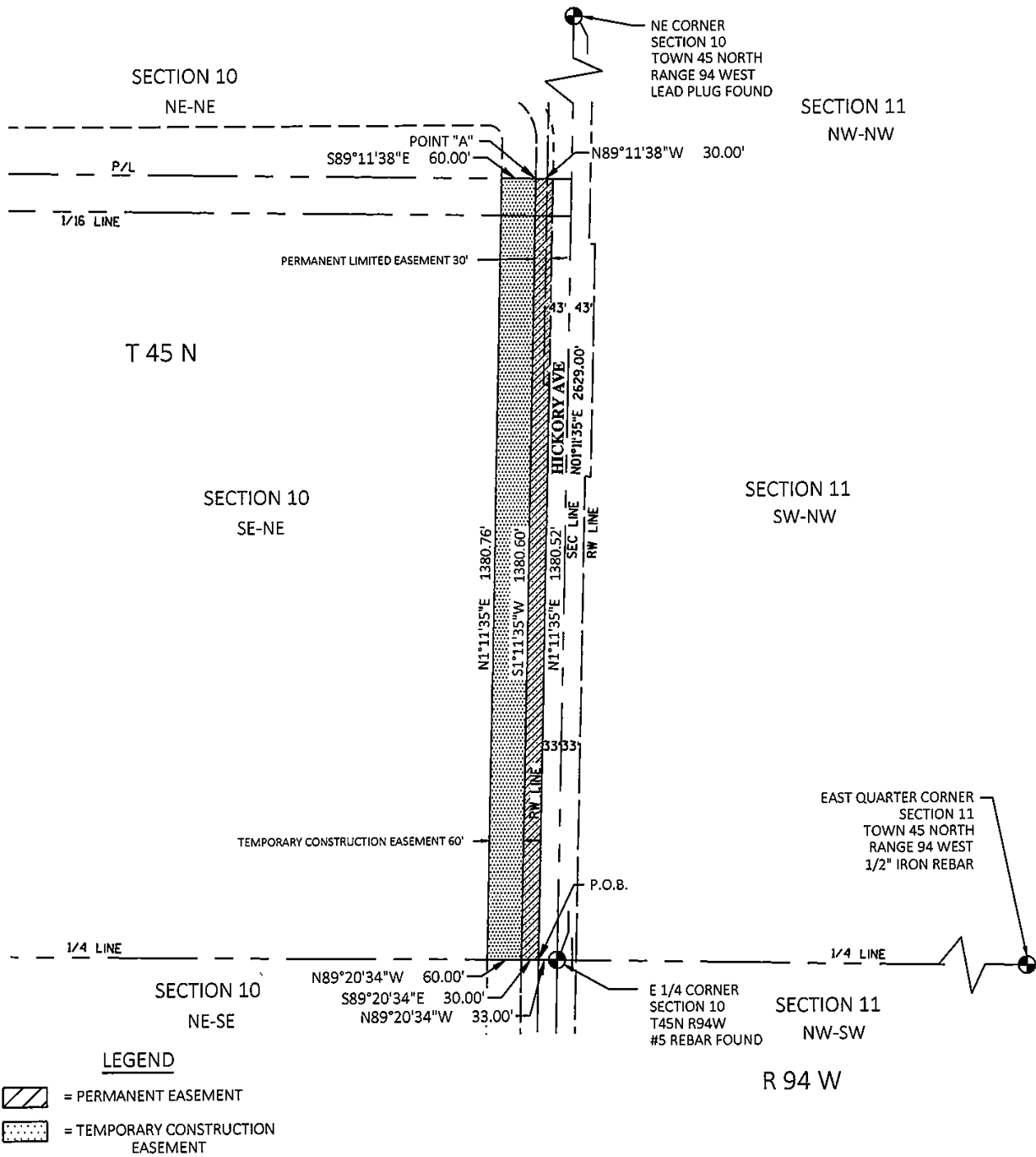
File Name: N:\3001674.00\Survey\CAD\Massen-BRD Transfer Line Easements\HUISMAN Trans Ease.dwg | Plotted By: TLVANHOUT on 04/19/2023 at 05:12 PM

Westwood Phone (920) 735-6900 One Systems Drive Fax (920) 830-6100 Appleton, WI 54914-1654 Toll Free (800) 571-6677 westwoodps.com Westwood Infrastructure, Inc.		SCALE:	PROJ.: 3001674.00
		DRAWN: EMK	FILE: 3001821.00
		DATE: 4/19/2023	SHEET:
		1 of 2	
REV.	DATE	DESCRIPTION	

NOVILLA RNG TRANSFER PIPE LINE	
MARVIN D. HUISMAN & JOYCE M. HUISMAN	

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PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWN 94 NORTH, RANGE 45 WEST, SIOUX COUNTY, IOWA



Westwood

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 Fax: (920) 830-6100 Appleton, WI 54914-1654
 Toll Free: (800) 571-6677 westwoodps.com
 Westwood Infrastructure, Inc.

SCALE: 1"=250'

DRAWN: EMK

DATE: 4/19/2023

PROJ.: 3001674.00

FILE: 3001821.00

SHEET:

2 of 2

NOVILLA RNG
TRANSFER PIPE LINE

MARVIN D. HUISMAN & JOYCE M.
HUISMAN



0 125 250
SCALE - FEET

EXHIBIT A

PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWN 94 NORTH,
RANGE 45 WEST, SIOUX COUNTY, IOWA

PERMANENT EASEMENT

A 30 FOOT PERMANENT EASEMENT FOR MANURE TRANSFER FACILITY OVER, UNDER AND ACROSS FOLLOWING DESCRIBED LANDS;

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 10;
THENCE N89°20'34"W ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING;
THENCE S01°11'20"W ALONG THE WEST RIGHT-OF-WAY LINE FOR HICKORY AVE, A DISTANCE OF 1331.98 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10;
THENCE N89°09'14" ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER THAT WILL HEREINAFTER BE REFERRED TO AS "POINT A";
THENCE N01°11'20"E A DISTANCE OF 1331.88 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10;
THENCE S89°20'34"E ALONG SAID NORTH LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PERMANENT EASEMENT CONTAINING 39,958 SQUARE FEET MORE OR LESS AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ALSO

TEMPORARY EASEMENT

ALSO A 60 FOOT TEMPORARY CONSTRUCTION EASEMENT LYING WEST OF AND ADJACENT TO THE ABOVE DESCRIBED EASEMENT, OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED LAND;

BEGINNING AT "POINT A" AS DESCRIBED ABOVE ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10;
THENCE N01°11'20"E A DISTANCE OF 1331.88 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10;
THENCE N89°20'34"W ALONG SAID NORTH LINE A DISTANCE OF 60.00 FEET;
THENCE S01°11'20"W A DISTANCE OF 1331.68 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10;
THENCE S89°09'14"E ALONG SAID SOUTH LINE A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY EASEMENT IS TO EXPIRE AT THE END OF CONSTRUCTION.

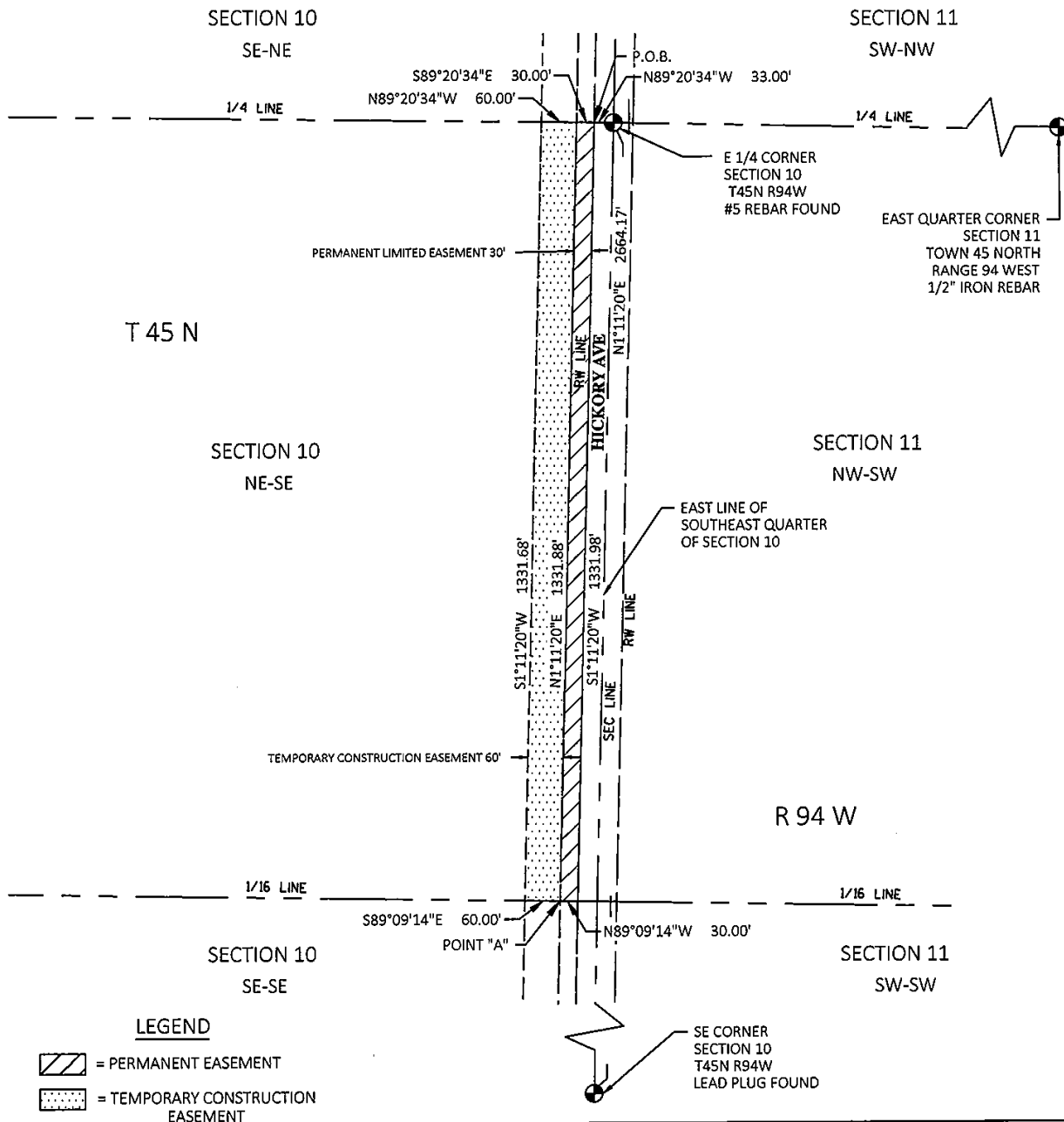
Westwood		SCALE :	PROJ.: 3001674.00
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NOVILLA RNG
TRANSFER PIPE LINE

IRENE D. SERENA
AND STEVEN J. TAN CRET

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SECTION 10, TOWN 94 NORTH, RANGE 45 WEST, SIOUX COUNTY, IOWA



LEGEND

- = PERMANENT EASEMENT
- = TEMPORARY CONSTRUCTION EASEMENT



0 125 250
SCALE - FEET

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