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Tx:4006186

Manure Pipeline Easement
Title of Document

Document Number

525345
RECORDED-ADAMS COUNTY WI
REGISTER OF DEEDS OFFICE
JODI M. HELGESON-REGISTER
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In consideration for the grants and promises each party makes to the other party under this instrument, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, Wallendal Stodola West, LLC, a Wisconsin limited liability company, (the "**Grantor**") and MS Real Estate Holdings, LLC, a Wisconsin limited liability company, (the "**Grantee**") agree as follows:

Grantor, on behalf of itself and its respective heirs, estates, personal administrators, successors, and assigns, does hereby grant, convey and warrant unto Grantee, and its successors and assigns, an easement and right of way (the "**Easement**") in, through, upon, over, and beneath a strip of land fifty (50) feet in width in which Grantee may at its sole cost lay, construct, reconstruct, maintain, operate, inspect, test, upgrade, repair, alter, replace, relocate, and, at the will of Grantee, remove a pipeline or pipelines, and appurtenances thereto, including, without limitation, all appropriate pipes, conduits, valves, poles, cables, wires, handholes, manholes, duct conduits, and all other attachments, equipment, and accessories, (collectively, the "**Facilities**") for the transportation, transmission and/or distribution of manure and manure substances.

This easement is for a term of twenty (20) years, commencing on October 30, 2015 (the "**Term**"). The lands of Grantor with respect to which this Easement is granted are described as follows:

An easement and right of way fifty feet (50') in width through Grantor's real estate located in Section 32, T17N., R7E. and described on Exhibit A, all being in the Town of Lincoln, Adams County, Wisconsin (all such real estate, the "**Servient Parcel**"), as further delineated on the attached Exhibit B (the "**Easement Area**").

To have and to hold unto said Grantee, its successors and assigns, for the Term, together with the right of ingress and egress from the Servient Parcel and the Easement Area for the purpose of constructing, operating, inspecting, testing, upgrading, repairing, altering, maintaining, improving, replacing, and removing in whole or in part, the property of Grantee located in the Easement Area, provided that (A) Grantee's right of ingress and egress from the Servient Parcel to the Easement Area shall be limited to the most reasonably direct route for Grantee to access the Easement Area, and in exercising its right of ingress and egress, Grantee shall not damage or disrupt the Servient Parcel or Grantor's activities on it, and (B) Grantee shall obtain Grantor's prior approval to each route of ingress and egress before first using it. Grantee and its successors and assigns shall further have the right to select the route for the Facilities over and through said Easement Area and the right to cut and remove any brush or trees or other obstructions along the route of such Facilities, provided that Grantee shall reimburse Grantor for the value of any trees that may be removed. Following Grantee's completion of the construction of the Facilities over and through the Easement Area, Grantee shall prepare and attach as a supplemental instrument hereto a legal description of the Easement Area, and shall cause such supplemental instrument to be recorded together with this Pipe Line Easement agreement in the register of deeds for Adams County, Wisconsin.

Grantor and Grantee further agree as follows:

1. That Grantee will bury all pipe laid upon the Easement Area at a minimum depth of 66" so as to not interfere with the usual cultivation of the soil by Grantor.
2. That Grantee will pay for any damages to Grantor's growing crops, grasses, trees, cultivated shrubbery, fences, tile lines, irrigation control wires, irrigation power supplies, buried irrigation pipe, and/or buildings caused by the construction, maintenance, operation, alteration, inspection, deterioration, failure, and/or removal of the Facilities, said damages, if not mutually agreed upon by Grantor and Grantee, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by Grantor, one by Grantee, and the third to be selected by the two appointed as aforesaid, and the written award of any two of such three persons shall be final, conclusive and binding upon the parties hereto.
3. That Grantee, after doing work in the Easement Area, shall restore the surface of the ground as nearly as possible to the condition existing immediately prior to the commencement of such work.

Recording Area

Name and Return Address
Atty. Deric P. DuQuaine
Milk Source, LLC
N3569 Vanden Bosch Rd.
Kaukauna, WI 54130

016-00673-0000; 016-00674-0000; 016-00677-0000;
016-00678-0000; 016-00680-0000; 016-00675-0000;
016-00682-0000; 016-00683-0000; 016-00684-0000;
016-00688-0000; 016-00686-0000; 016-00689-0000
Parcel Identification Number (PIN)

This is (is not) [circle one] homestead property.

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4. That Grantor may use the surface of said Easement Area for any purpose which will not interfere with the rights of Grantee specified in this instrument; however, Grantor agrees that it will not place, build, erect, or maintain on said Easement Area any building, improvement, or structure whatsoever, either permanent or temporary, other than buildings, improvements, or structures, if any, located on the Easement Area as of the date of this instrument.

5. That Grantee shall at all times have the right to excavate, dig up, and/or remove any soil, sod, grass, driveways, or sidewalks for the purpose of constructing, operating, repairing, replacing, maintaining, and/or removing the Facilities, provided that Grantee shall promptly repair and restore any such soil, sod, grass, driveways, or sidewalks. Grantee shall at all times have the right to keep the Easement Area clear of all buildings, structures, or other obstructions, trees, shrubbery, undergrowth, and roots, except those existing as of the date of this instrument as permitted under Section 4 above.

6. That no verbal representations or agreements not expressed herein shall be imposed upon Grantor or Grantee, or their respective heirs, successors, and assigns.

7. That Grantee shall use the Easement Area in accordance with all applicable laws, ordinances, rules, regulations, and requirements of all federal, state, and municipal governments, and shall be responsible for, indemnify, pay on behalf of, and defend and hold Grantor harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all fees and costs (including reasonable legal fees and expenses) incurred by Grantor arising from the discharge by Grantee or the Facilities of any manure onto the real property of Grantor in violation of Environmental Laws or that results in a claim for damages from a third party or damage directly to Grantor as a result of any such discharge. For the purposes of this document, "Environmental Laws" means: the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980, the Toxic Substance Control Act of 1976, or any other federal, state, local, or foreign laws, including rules and regulations thereunder, regulating or otherwise affecting the environment, as the same may have been amended from time to time.

8. That Grantee shall maintain, at all times that this Pipe Line Easement agreement is effective or whenever manure is being transported or held in any Facilities located on the Servient Parcel, farm owners pollutant liability or other liability insurance covering manure discharge and other pollutants in the amount of up to \$1,000,000. Such policy shall cover actions or failures to act of Grantee, Grantee's affiliate, New Chester Dairy, LLC, and/or any other person, association, trust, corporation, limited liability company, partnership, sole proprietorship, and/or any other business entity who has the right to use or occupy the Easement Area under the provisions of this Pipeline Easement agreement.

9. That this instrument may be executed in counterparts, each of which will be deemed to be an original of this agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

10. That each provision of this Pipe Line Easement agreement and the application thereof are hereby declared to be independent of and severable from the remaining provisions of this Pipe Line Easement agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Pipe Line Easement agreement.

11. That the rights and obligations of Grantee hereunder may be assigned in whole or in part and Grantee shall at all times have the right to allow, license, permit, lease, or otherwise agree to the use and occupancy of the Easement Area and the Facilities by Grantee's affiliate, New Chester Dairy, LLC, and/or any other person, association, trust, corporation, limited liability company, partnership, sole proprietorship, and/or any other business entity for manure transportation, transmission, and/or distribution purposes without the necessity of obtaining Grantor's consent.

12. That this instrument, including all rights and obligations described in it, shall run with the land and shall inure to the benefit of and be binding upon the heirs, executors, administrators, devisees, successors, and assigns of the respective parties hereto.

13. Grantor and Grantee, and their respective attorneys, have reviewed and negotiated this instrument. Accordingly, any rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this agreement.

Dated this 30th day of October, 2015.


Dated this 2nd day of November, 2015.


GRANTOR:

GRANTEE:

WALLENDAL STODOLA WEST, LLC

MS REAL ESTATE HOLDINGS, LLC

By: 
Name: Andrin Wallendal
Title: Manager

By: 
Todd Willer, Secretary

Remainder of page intentionally left blank. Acknowledgment section follows on next page.

ACKNOWLEDGMENT

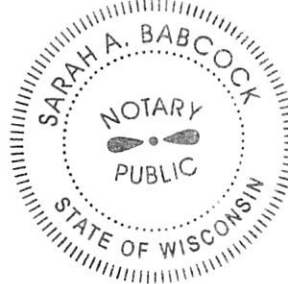
STATE OF WISCONSIN)
)
COUNTY OF Adams)

Personally came before me on October 30, 2015, the above-named Andrew Wallenda, a duly authorized representative of Wallenda Stodola West, LLC, as and on behalf of the Grantor, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same as and on behalf of the Grantor.

S.A. Babcock

* Sarah A. Babcock
Notary Public, State of Wisconsin.

My commission expires Jan. 11, 2019



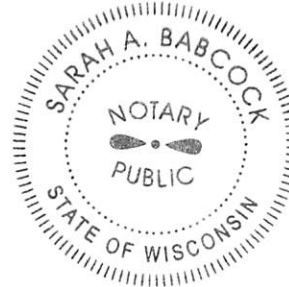
STATE OF WISCONSIN)
)
COUNTY OF Outagamie)

Personally came before me on November 2, 2015, the above-named Todd Willer, as Secretary of and on behalf of the Grantee, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same as and on behalf of the Grantee.

S.A. Babcock

* Sarah A. Babcock
Notary Public, State of Wisconsin.

My commission expires Jan. 11, 2019



This instrument was drafted by:

Attorney Deric P. DuQuaine
Milk Source, LLC
N3569 Vanden Bosch Rd.
Kaukauna, WI 54130
(920) 766-5335
State Bar No. 1033235

Exhibit A

W 1/2 of the SW 1/4 of the NE 1/4 (“**Parcel No. 16-673**”);

E 1/2 of the SW 1/4 of the NE 1/4 (“**Parcel No. 16-674**”);

E 1/2 of the E 1/2 of the NW 1/4 LESS AND EXCEPT the North 14 rods of the E 1/2 of the E 1/2 of the NW 1/4 of Sec. 32, T17N., R7E., being a tract on the North end of said tract 14 rods North and South by 40 rods East and West (“**Parcel No. 16-677**”);

W 1/2 of the E 1/2 of the NW 1/4 LESS AND EXCEPT the North 5 acres thereof (“**Parcel No. 16-678**”);

NW 1/4 of the NW 1/4 less and except the North 10 acres thereof (“**Parcel No. 16-680**”);

SE 1/4 of the NE 1/4 (“**Parcel No. 16-675**”);

SW 1/4 of the NW 1/4 (“**Parcel No. 16-682**”);

NE 1/4 of the SW 1/4 (“**Parcel No. 16-683**”);

NW 1/4 of the SW 1/4 (“**Parcel No. 16-684**”);

NW 1/4 of the SE 1/4 (“**Parcel No. 16-688**”);

SE 1/4 of the SW 1/4 (“**Parcel No. 16-686**”);

SW 1/4 of the SE 1/4 (“**Parcel No. 16-689**”).

Above lands located in Sec. 32, T17N., R7E., Town of Lincoln, Adams County, Wisconsin.

Exhibit B

