

RESOLUTION NO.: 99—2023-24

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 The Appleton International Airport is requesting approval to grant an easement to ANR Pipeline
2 Company for construction of a gas line on Airport land (property description in the attached
3 Easement and Right-Of-Way Agreements). ANR Pipeline will pay the Airport \$89,975 for
4 access rights. Included in the \$89,975 is \$20,000 which covers two years of lost revenue from
5 farmland leases. A budget adjustment is needed for 2024 to account for the \$69,975. The
6 farmland has already been included in the budget.
7

8 NOW THEREFORE, the undersigned members of the Property, Airport, Recreation and Economic
9 Development Committee recommend adoption of the following resolution.

10 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and approve
11 of granting ANR Pipeline Company an Easement for construction of a gas line on Appleton International
12 Airport owned land, Parcel Numbers 006000101, 006000201, and 006000202, as noted on the attached
13 Easement and Right of Way Agreements, Exhibit “A”, Supplemental Agreements, Landowner Payment
14 Summary, and Request for Taxpayer Identification Number and Certification, said documents to be signed
15 by the Outagamie County Executive, which by reference are made a part hereof, and

16 BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does authorize
17 and approve of increasing the Airport Rental Properties Rent-Land & Bids line item by \$69,975 and
18 decreasing the Airport Terminal Fund Balance Applied line item by \$69,975 as noted on the attached fiscal
19 note which by reference is made a part hereof, and

20 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of
21 this resolution to the Appleton International Airport Director, the Outagamie County Executive, and the
22 Outagamie County Finance Director.

23 Dated this ____ day of February 2024

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Respectfully submitted,

PROPERTY, AIRPORT, RECREATION &
ECONOMIC DEVELOPMENT COMMITTEE

Dean Culbertson

Lee W. Hammen

Ronald Klemp

Yvonne Monfils

Jayson Winterfeldt

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

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EASEMENT AND RIGHT OF WAY AGREEMENT

Tract Number: WI-WN-006.000 ROW Doc. No.:

THIS EASEMENT AND RIGHT OF WAY AGREEMENT (this "Agreement"), is made as of this ___ day of ___, 20___, by and between Outagamie County, whose address is W6390 Challenger Drive, Ste. 201, Appleton, Wisconsin 54914 (whether one or more, the "Grantor"), and ANR Pipeline Company, a Delaware corporation, whose address is 700 Louisiana Street, Ste. 700, Houston, Texas 77002 (the "Grantee"). Grantor and Grantee are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Grantor is the present owner of certain real property being described in that certain Warranty Deed, dated October 15, 2004, from Lonny J. Mahoney and Katherine I. Mahoney, as husband and wife, John Mueller, and Katherine I. Mahoney, as Trustee of the L & H Mueller Revocable Trust to Outagamie County recorded in the Register of Deeds Office for Winnebago County, Wisconsin as Document Number 1333924, identified as parcel number 006000101, being more particularly described as the North 1/2 of the NE Fractional 1/4 of Section 1, T20N, R16E, in the Town of Clayton, Excepting there from the following described parcel: Commencing at the NE corner of said Section; thence South 89°23'08" West along the Northerly line of said Section, 264.07 feet to the point of beginning; thence South 26°07'00" West, 36.95 feet to an iron rod; thence continuing on said bearing 1,099.65 feet to an iron rod; thence North 63°53'00" West, 675.00 feet to an iron rod; thence South 26°07'00" West 813.93 feet to an iron rod on a property line fence; thence South 88°36'25" West along said fence, 372.67 feet to an iron rod; thence North 0°58'36" West, 152.62 feet to an iron rod; thence North 26°07'00" East, 850.29 feet to an iron rod, thence North 63°53'00" West, 675.00 feet to an iron rod; thence North 26°07'00" East, 206.74 feet to an iron rod, thence continuing on the same bearing 37.07 feet to the Northerly line of said Section 1; North 89°01'24" East along said Northerly line, 1,619.98 feet; thence North 89°23'08" East along said Northerly line, 344.25 feet to the point of beginning; ALSO Excepting and reserving taking for the airport; ALSO Excepting the premises conveyed to Victor Bauman, Jr., in document #437720, said lands now included in Certified Survey Maps #2792 and #3422; ALSO Less and Excepting all that part of the NW 1/4 of the NE 1/4 of Section 1, T20N, R16E, bound by the County Highway "BB" reference line and a line described as follows: Commencing at the North 1/4 corner of Said Section 1; thence North 0°01' West, 2.1 feet to a point on the County Highway "BB" reference line; thence North 89° East along said reference line, 189.46 feet to a point and a perpendicular line hereinafter referred to as "Point A" and "Line A"; thence continuing 100.00 feet to a point and a perpendicular line hereinafter referred to as "Point B" and "Line B"; thence continuing along the County Highway "BB" reference line 132 feet, more or less, to a point on the East property line (extended) and the Point of Beginning of the described line; thence Southwesterly along said property line to a point located 50.00 feet distant at right angles from the County Highway "BB" reference line; thence Westerly parallel to said reference line to a point on "Line B" thence to a point on "Line A" 45.00 feet Southerly from "Point A" thence Westerly parallel to said reference line 186 feet more or less, to and through the West property line; thence Northerly along said property line to the County Highway "BB" reference line; ALSO Excepting all that part of the NE 1/4 of the NE 1/4, Section 1, T20N, R16E, bounded by a line described as follows: Commencing at the NE corner of said Section 1; thence South 0°44' East, 6.62 feet to a point on the County Highway "BB" reference line; thence North 89°16' East, 0.51 feet, thence South 1°03' West, 150.00 feet; thence South 89°16' West, 150.00 feet to a point hereinafter referred to as "Point B", and a line from "Point B" to "Point A", hereinafter referred to as "Line A"; thence continuing South 89°16' West, 110 feet more or less, to and through the West property line (extended); thence Southwesterly along said property line to a point located 55.00 feet distant at right angles from the County Highway BB reference line; thence Easterly parallel to said reference line to a point on "Line A"; thence Southeasterly along "Line A" to the point of beginning all in the Town of Clayton, all in Winnebago County, Wisconsin (the "Property"); and

After recording return to: Ohio Valley Acquisition 1305 N Barker Rd. Suite 8 Brookfield, WI 53045

Parcel No. 006000101

WHEREAS, Grantee desires the right to use an easement and right of way in connection with the construction, operation, and maintenance of Grantee's Facilities (as defined below), on, over, under and through Grantor's Property, which easement and right of way is more particularly described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

- 1. Grant of Easement. Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells, conveys and warrants to Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns, an exclusive perpetual easement and right of way to survey, excavate, fabricate, lay, construct, install, inspect, maintain, improve, operate, make use of, repair, relocate, replace, alter, change the size of, upgrade, reconstruct, remove and/or abandon in place one or more pipelines and all above and below ground equipment and appurtenances thereto, including, but not limited to, roadways, fittings, launchers, receivers, cathodic protection equipment, pipeline markers, overhead or

underground electric lines, regulators (collectively, the “**Facilities**”) for the transportation of natural gas, hydrocarbon, petroleum products, petroleum byproducts, and any of their constituents, water and/or any other substances that can be transported through pipelines, on, over, under, across and/or through a strip of land 50 feet in width, as more particularly described in Exhibit A (the “**Right of Way**”) together with all privileges necessary or convenient for the full use of the rights herein granted, and the right of pedestrian and vehicular ingress and egress over and across the Property and any adjacent land owned by Grantor, including, without limitation, the right to open, construct, improve, repair, maintain, and use existing and future roads and gates located on Grantor’s Property.

2. **Temporary Easement Area.** In addition to the perpetual Right of Way granted hereunder, during the original construction of the Facilities (including, without limitation, Grantee’s reclamation, mitigation and/or restoration activities), Grantee shall be entitled to use the areas that may be defined as “Temporary Work Space”, “Additional Temporary Work Space” and/or “Staging Area” (collectively, the “**Temporary Easement Area**”) as shown on Exhibit A for the surveying, laying, and constructing of the Facilities installed pursuant to the terms herein and all activities incident thereto.

3. **Location.** Grantor and Grantee acknowledge that the actual location of the Right of Way and/or Temporary Easement Area may change because of engineering and/or other site or construction related factors. In such event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the legal description of the Right of Way and/or Temporary Easement Area to conform to the actual location of the Right of Way and/or Temporary Easement Area. If such documents are required, they will be prepared by Grantee at Grantee’s expense.

4. **Grantor’s Continuing Rights / Encroachments.** Grantor may fully use and enjoy the Right of Way and the Temporary Easement Area to the extent that such use and enjoyment does not interfere with Grantee’s rights under this Agreement or create an actual or potential hazard to the Facilities or Grantee’s exercise of its rights hereunder; provided, however, Grantor shall not (i) place or permit to be placed any temporary or permanent structure or encroachment of any kind, including but not limited to buildings, mobile homes, trees, telephone poles or wires, electric poles or wires, water or sewer lines, meters or utility boxes, paved roads or passage ways or the like, in, on, over, or under the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), unless specifically approved in writing by Grantee, (ii) excavate or otherwise alter the ground elevation or otherwise create a water impoundment over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), (iii) change the depth of cover over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities) containing any installed pipeline or facility, without the prior written consent of Grantee, and (iv) store any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), nor cause the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities) to be covered by standing water, except in the course of normal seasonal irrigation. Grantee shall have the right to clear the Right of Way and Temporary Easement Area of all such encroachments, and clear, cut, trim and remove any and all trees, brush, shrubbery, overhanging branches or other vegetation from the Right of Way and Temporary Easement Area, using methods permitted by law, and Grantee shall have no liability to Grantor for any claims, damages or other losses associated with Grantee’s exercise of its rights to clear the Right of Way and/or Temporary Easement Area of all encroachments and vegetation. Grantor agrees to abide by Grantee’s reasonable guidelines related to the safe operation and inspection of its pipelines and facilities and maintenance of the Right of Way and Temporary Easement Area. Grantor further agrees not to convey any other rights of way or other conflicting rights within the Right of Way and/or Temporary Easement Area to any third parties without the prior written consent of Grantee.

5. **Compliance with Applicable Laws.** Grantee shall comply with all applicable federal, state and local laws, regulations, orders and rules related to the exercise of Grantee’s rights hereunder and each pipeline shall be installed at a depth conforming with industry standards and the requirements of applicable laws.

6. **Gas Service.** Grantor forever waives any present or future statutory, regulatory, judicial or contractual right which Grantor has or may have to receive gas service from any pipeline laid under this Agreement and, further, Grantor forever releases Grantee, from any present or future statutory, regulatory, judicial or contractual obligation, Grantee has, or may have, to provide natural gas service from any of its pipelines or storage facilities to any and all residences or structures on Grantor’s Property.

7. **Indemnity.** Grantee agrees to indemnify and hold harmless Grantor from, against and in respect of any and all liability, claims, damages, costs, and losses of whatever character (collectively, the “**Claims**”) arising from personal injury or death or damage to property of Grantor and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the gross negligence or willful misconduct of Grantee, its employees, agents, contractors and subcontractors in connection with the exercise of Grantee’s rights under this Agreement. Grantor agrees to indemnify and hold harmless Grantee and its affiliates, subsidiaries, successors and assigns from, against, and in respect of any and all Claims arising from personal injury or death or damage to property of Grantee, its employees, agents, contractors, and subcontractors and any and all Claims of whatever character asserted by third parties, to

the extent such Claims result from the gross negligence or willful misconduct of Grantor or Grantor's invitees or licensees.

Notwithstanding the foregoing or anything to the contrary contained herein, Grantor acknowledges and agrees that Grantee has compensated Grantor, in advance, for any and all damages, costs and expenses which may arise out of, are connected with, or relate in any way to Grantor's conveyance, or Grantee's exercise, of the rights set forth herein, including but not limited to, any and all tree, crop, plant, timber, harvest or yield loss damages, or any other damages, costs and expenses attributable to or arising from Grantee's proper execution of the initial construction, mitigation, and restoration activities within the Right of Way and Temporary Easement Area and the proper installation, presence, maintenance or operation of the Facilities upon the Property. Notwithstanding the foregoing, nothing contained herein shall be construed to release Grantee from liability for any damages, costs or expenses caused solely by the gross negligence or willful misconduct of Grantee.

8. **Further Assurances.** Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.

9. **Additional Rights.** In addition to the rights granted herein, should restoration be required on the Property outside the easements granted herein, Grantee shall have the right to take all actions necessary to complete such restoration and such actions shall not constitute a trespass. Grantee shall pay Grantor the market rate to rent such property utilized during restoration.

10. **Successors and Assigns.** This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives.

11. **Severability.** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

12. **Entire Agreement; Modification.** This Agreement and any exhibits attached hereto constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

13. **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof.

14. **Joint Efforts.** The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

15. **Authority.** Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement. Grantor binds itself, its heirs, successors, assigns, executors, administrators, and legal representatives to warrant and forever defend the interests and rights conveyed herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

WITNESS:

GRANTOR:

Outagamie County

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of Outagamie County, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this ____ day of _____, 20_____.

My commission expires _____.

[SEAL]

Notary Public

WITNESS:

GRANTEE:

ANR Pipeline Company,
a Delaware corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT OF GRANTEE

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of ANR Pipeline Company, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this _____ day of _____, 20_____.

My commission expires _____.

[SEAL]

Notary Public

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of ANR Pipeline Company, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

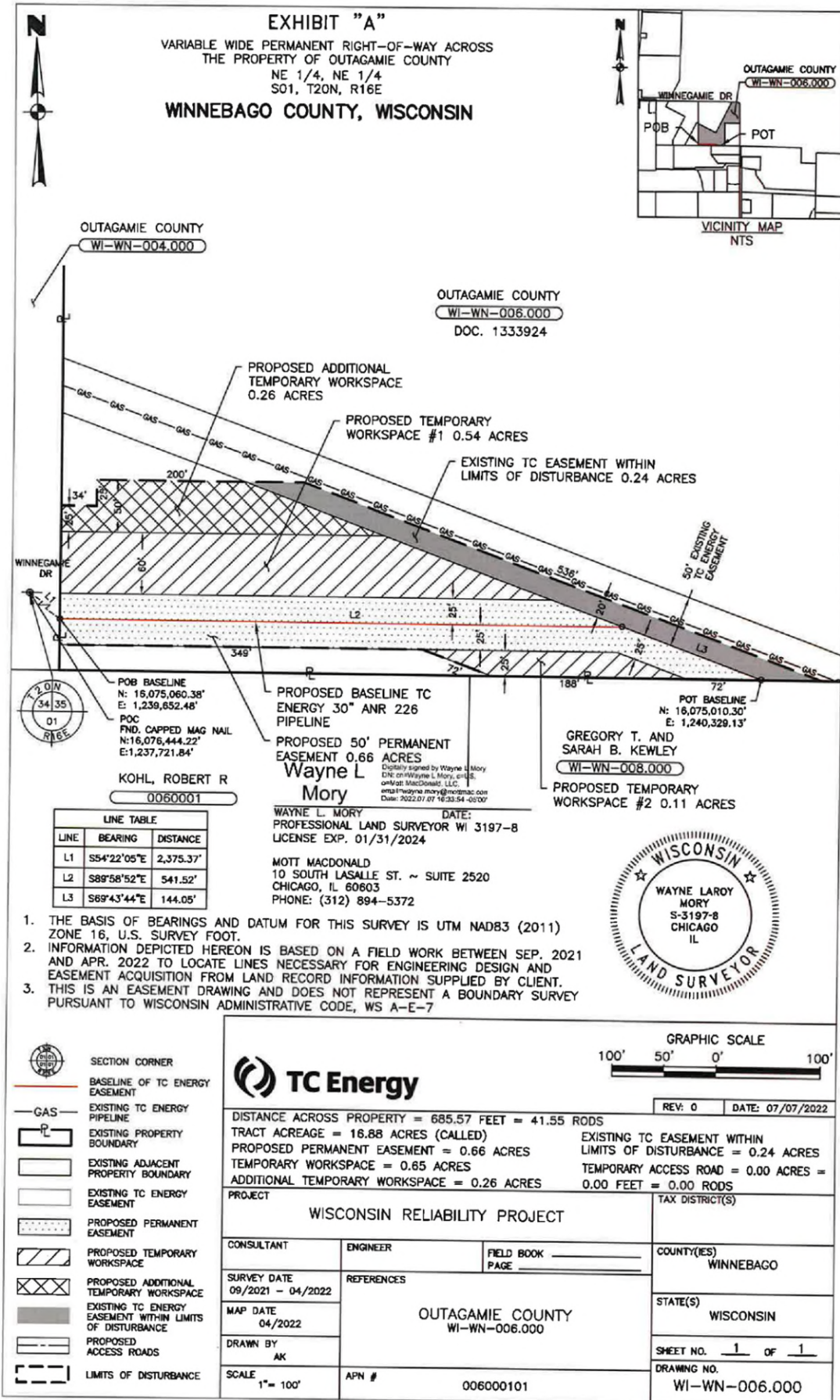
Given under my hand and official seal this ____ day of _____, 20____.

My commission expires _____.

[SEAL]

Notary Public

This instrument was prepared by:
Alyssa Trepl
Ohio Valley Acquisition
1305 N Barker Rd. Suite 8
Brookfield, WI 53045



EASEMENT AND RIGHT OF WAY AGREEMENT

Tract Number: WI-WN-004.000

THIS EASEMENT AND RIGHT OF WAY AGREEMENT (this "Agreement"), is made as of this ___ day of ___, 20___, by and between Outagamie County, whose address is W6390 Challenger Drive, Ste. 201, Appleton, Wisconsin 54914 (whether one or more, the "Grantor"), and ANR Pipeline Company, a Delaware corporation, whose address is 700 Louisiana Street, Ste. 700, Houston, Texas 77002 (the "Grantee"). Grantor and Grantee are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Grantor is the present owner of certain real property being described in that certain Warranty Deed, dated October 15, 2004, from Lonny J. Mahoney and Katherine I. Mahoney, as husband and wife, John Mueller, and Katherine I. Mahoney, as Trustee of the L & H Mueller Revocable Trust to Outagamie County recorded in the Register of Deeds Office for Winnebago County, Wisconsin as Document Number 1333924, identified as parcel number 006000201, being more particularly described as the North 1/4 of the NE Fractional 1/4 of Section 1, T20N, R16E, in the Town of Clayton, Excepting there from the following described parcel: Commencing at the NE corner of said Section; thence South 89°23'08" West along the Northerly line of said Section, 264.07 feet to the point of beginning; thence South 26°07'00" West, 36.95 feet to an iron rod; thence continuing on said bearing 1,099.65 feet to an iron rod; thence North 63°53'00" West, 675.00 feet to an iron rod; thence South 26°07'00" West 813.93 feet to an iron rod on a property line fence; thence South 88°36'25" West along said fence, 372.67 feet to an iron rod; thence North 0°58'36" West, 152.62 feet to an iron rod; thence North 26°07'00" East, 850.29 feet to an iron rod, thence North 63°53'00" West, 675.00 feet to an iron rod; thence North 26°07'00" East, 206.74 feet to an iron rod, thence continuing on the same bearing 37.07 feet to the Northerly line of said Section 1; North 89°01'24" East along said Northerly line, 1,619.98 feet; thence North 89°23'08" East along said Northerly line, 344.25 feet to the point of beginning; ALSO Excepting and reserving taking for the airport; ALSO Excepting the premises conveyed to Victor Bauman, Jr., in document #437720, said lands now included in Certified Survey Maps #2792 and #3422; ALSO Less and Excepting all that part of the NW 1/4 of the NE 1/4 of Section 1, T20N, R16E, bound by the County Highway "BB" reference line and a line described as follows: Commencing at the North 1/4 corner of Said Section 1; thence North 0°01' West, 2.1 feet to a point on the County Highway "BB" reference line; thence North 89° East along said reference line, 189.46 feet to a point and a perpendicular line hereinafter referred to as "Point A" and "Line A"; thence continuing 100.00 feet to a point and a perpendicular line hereinafter referred to as "Point B" and "Line B"; thence continuing along the County Highway "BB" reference line 132 feet, more or less, to a point on the East property line (extended) and the Point of Beginning of the described line; thence Southwesterly along said property line to a point located 50.00 feet distant at right angles from the County Highway "BB" reference line; thence Westerly parallel to said reference line to a point on "Line B" thence to a point on "Line A" 45.00 feet Southerly from "Point A" thence Westerly parallel to said reference line 186 feet more or less, to and through the West property line; thence Northerly along said property line to the County Highway "BB" reference line; ALSO Excepting all that part of the NE 1/4 of the NE 1/4, Section 1, T20N, R16E, bounded by a line described as follows: Commencing at the NE corner of said Section 1; thence South 0°44' East, 6.62 feet to a point on the County Highway "BB" reference line; thence North 89°16' East, 0.51 feet, thence South 1°03' West, 150.00 feet; thence South 89°16' West, 150.00 feet to a point hereinafter referred to as "Point B", and a line from "Point B" to "Point A", hereinafter referred to as "Line A"; thence continuing South 89°16' West, 110 feet more or less, to and through the West property line (extended); thence Southwesterly along said property line to a point located 55.00 feet distant at right angles from the County Highway BB reference line; thence Easterly parallel to said reference line to a point on "Line A"; thence Southeasterly along "Line A" to the point of beginning all in the Town of Clayton, all in Winnebago County, Wisconsin (the "Property"); and

After recording return to:
Ohio Valley Acquisition
1305 N Barker Rd. Suite 8
Brookfield, WI 53045

Parcel No. 006000201

WHEREAS, Grantee desires the right to use an easement and right of way in connection with the construction, operation, and maintenance of Grantee's Facilities (as defined below), on, over, under and through Grantor's Property, which easement and right of way is more particularly described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

- 1. **Grant of Easement.** Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells, conveys and warrants to Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns, an exclusive perpetual easement and right of way to survey, excavate, fabricate, lay, construct, install, inspect, maintain, improve, operate, make use of, repair, relocate, replace, alter, change the size of, upgrade, reconstruct, remove and/or abandon in place one or more

pipelines and all above and below ground equipment and appurtenances thereto, including, but not limited to, roadways, fittings, launchers, receivers, cathodic protection equipment, pipeline markers, overhead or underground electric lines, regulators (collectively, the “Facilities”) for the transportation of natural gas, hydrocarbon, petroleum products, petroleum byproducts, and any of their constituents, water and/or any other substances that can be transported through pipelines, on, over, under, across and/or through a strip of land 50 feet in width, as more particularly described in Exhibit A (the “Right of Way”) together with all privileges necessary or convenient for the full use of the rights herein granted, and the right of pedestrian and vehicular ingress and egress over and across the Property and any adjacent land owned by Grantor, including, without limitation, the right to open, construct, improve, repair, maintain, and use existing and future roads and gates located on Grantor’s Property.

2. **Temporary Easement Area.** In addition to the perpetual Right of Way granted hereunder, during the original construction of the Facilities (including, without limitation, Grantee’s reclamation, mitigation and/or restoration activities), Grantee shall be entitled to use the areas that may be defined as “Temporary Work Space”, “Additional Temporary Work Space” and/or “Staging Area” (collectively, the “Temporary Easement Area”) as shown on Exhibit A for the surveying, laying, and constructing of the Facilities installed pursuant to the terms herein and all activities incident thereto.

3. **Location.** Grantor and Grantee acknowledge that the actual location of the Right of Way and/or Temporary Easement Area may change because of engineering and/or other site or construction related factors. In such event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the legal description of the Right of Way and/or Temporary Easement Area to conform to the actual location of the Right of Way and/or Temporary Easement Area. If such documents are required, they will be prepared by Grantee at Grantee’s expense.

4. **Grantor’s Continuing Rights / Encroachments.** Grantor may fully use and enjoy the Right of Way and the Temporary Easement Area to the extent that such use and enjoyment does not interfere with Grantee’s rights under this Agreement or create an actual or potential hazard to the Facilities or Grantee’s exercise of its rights hereunder; provided, however, Grantor shall not (i) place or permit to be placed any temporary or permanent structure or encroachment of any kind, including but not limited to buildings, mobile homes, trees, telephone poles or wires, electric poles or wires, water or sewer lines, meters or utility boxes, paved roads or passage ways or the like, in, on, over, or under the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), unless specifically approved in writing by Grantee, (ii) excavate or otherwise alter the ground elevation or otherwise create a water impoundment over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), (iii) change the depth of cover over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities) containing any installed pipeline or facility, without the prior written consent of Grantee, and (iv) store any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), nor cause the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities) to be covered by standing water, except in the course of normal seasonal irrigation. Grantee shall have the right to clear the Right of Way and Temporary Easement Area of all such encroachments, and clear, cut, trim and remove any and all trees, brush, shrubbery, overhanging branches or other vegetation from the Right of Way and Temporary Easement Area, using methods permitted by law, and Grantee shall have no liability to Grantor for any claims, damages or other losses associated with Grantee’s exercise of its rights to clear the Right of Way and/or Temporary Easement Area of all encroachments and vegetation. Grantor agrees to abide by Grantee’s reasonable guidelines related to the safe operation and inspection of its pipelines and facilities and maintenance of the Right of Way and Temporary Easement Area. Grantor further agrees not to convey any other rights of way or other conflicting rights within the Right of Way and/or Temporary Easement Area to any third parties without the prior written consent of Grantee.

5. **Compliance with Applicable Laws.** Grantee shall comply with all applicable federal, state and local laws, regulations, orders and rules related to the exercise of Grantee’s rights hereunder and each pipeline shall be installed at a depth conforming with industry standards and the requirements of applicable laws.

6. **Gas Service.** Grantor forever waives any present or future statutory, regulatory, judicial or contractual right which Grantor has or may have to receive gas service from any pipeline laid under this Agreement and, further, Grantor forever releases Grantee, from any present or future statutory, regulatory, judicial or contractual obligation, Grantor has, or may have, to provide natural gas service from any of its pipelines or storage facilities to any and all residences or structures on Grantor’s Property.

7. **Indemnity.** Grantee agrees to indemnify and hold harmless Grantor from, against and in respect of any and all liability, claims, damages, costs, and losses of whatever character (collectively, the “Claims”) arising from personal injury or death or damage to property of Grantor and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the gross negligence or willful misconduct of Grantee, its employees, agents, contractors and subcontractors in connection with

the exercise of Grantee's rights under this Agreement. Grantor agrees to indemnify and hold harmless Grantee and its affiliates, subsidiaries, successors and assigns from, against, and in respect of any and all Claims arising from personal injury or death or damage to property of Grantee, its employees, agents, contractors, and subcontractors and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the gross negligence or willful misconduct of Grantor or Grantor's invitees or licensees.

Notwithstanding the foregoing or anything to the contrary contained herein, Grantor acknowledges and agrees that Grantee has compensated Grantor, in advance, for any and all damages, costs and expenses which may arise out of, are connected with, or relate in any way to Grantor's conveyance, or Grantee's exercise, of the rights set forth herein, including but not limited to, any and all tree, crop, plant, timber, harvest or yield loss damages, or any other damages, costs and expenses attributable to or arising from Grantee's proper execution of the initial construction, mitigation, and restoration activities within the Right of Way and Temporary Easement Area and the proper installation, presence, maintenance or operation of the Facilities upon the Property. Notwithstanding the foregoing, nothing contained herein shall be construed to release Grantee from liability for any damages, costs or expenses caused solely by the gross negligence or willful misconduct of Grantee.

8. **Further Assurances.** Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.

9. **Additional Rights.** In addition to the rights granted herein, should restoration be required on the Property outside the easements granted herein, Grantee shall have the right to take all actions necessary to complete such restoration and such actions shall not constitute a trespass. Grantee shall pay Grantor the market rate to rent such property utilized during restoration.

10. **Successors and Assigns.** This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives.

11. **Severability.** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

12. **Entire Agreement; Modification.** This Agreement and any exhibits attached hereto constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

13. **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof.

14. **Joint Efforts.** The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

15. **Authority.** Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement. Grantor binds itself, its heirs, successors, assigns, executors, administrators, and legal representatives to warrant and forever defend the interests and rights conveyed herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

WITNESS:

GRANTOR:

Outagamie County

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of **Outagamie County**, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the county.

Given under my hand and official seal this ____ day of _____, 20 ____.

My commission expires _____.

[SEAL]

Notary Public

WITNESS:

GRANTEE:

ANR Pipeline Company,
a Delaware corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT OF GRANTEE

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged themselves to be the _____ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this ____ day of _____, 20 ____.

My commission expires _____.

[SEAL]

Notary Public

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

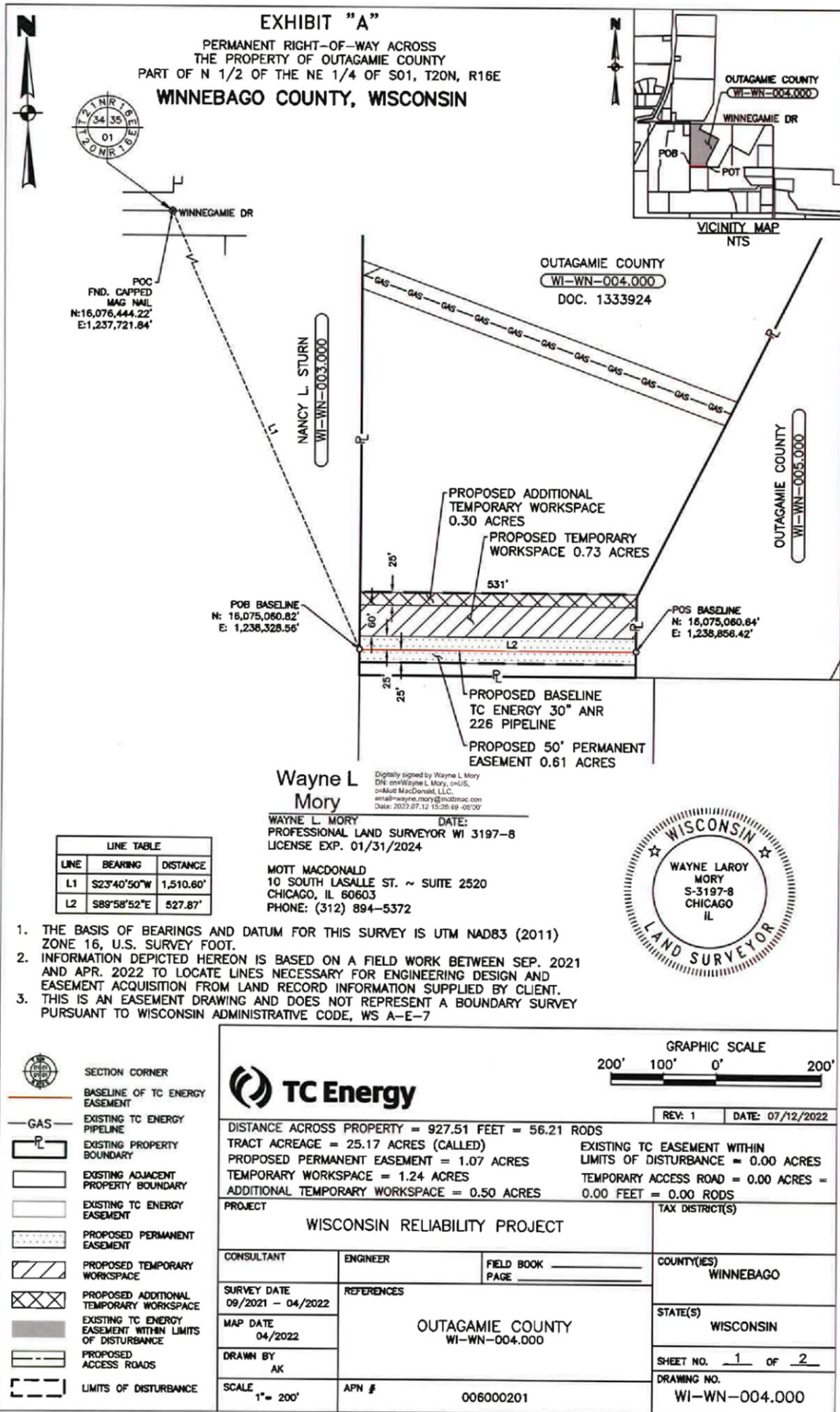
Given under my hand and official seal this _____ day of _____, 20_____.

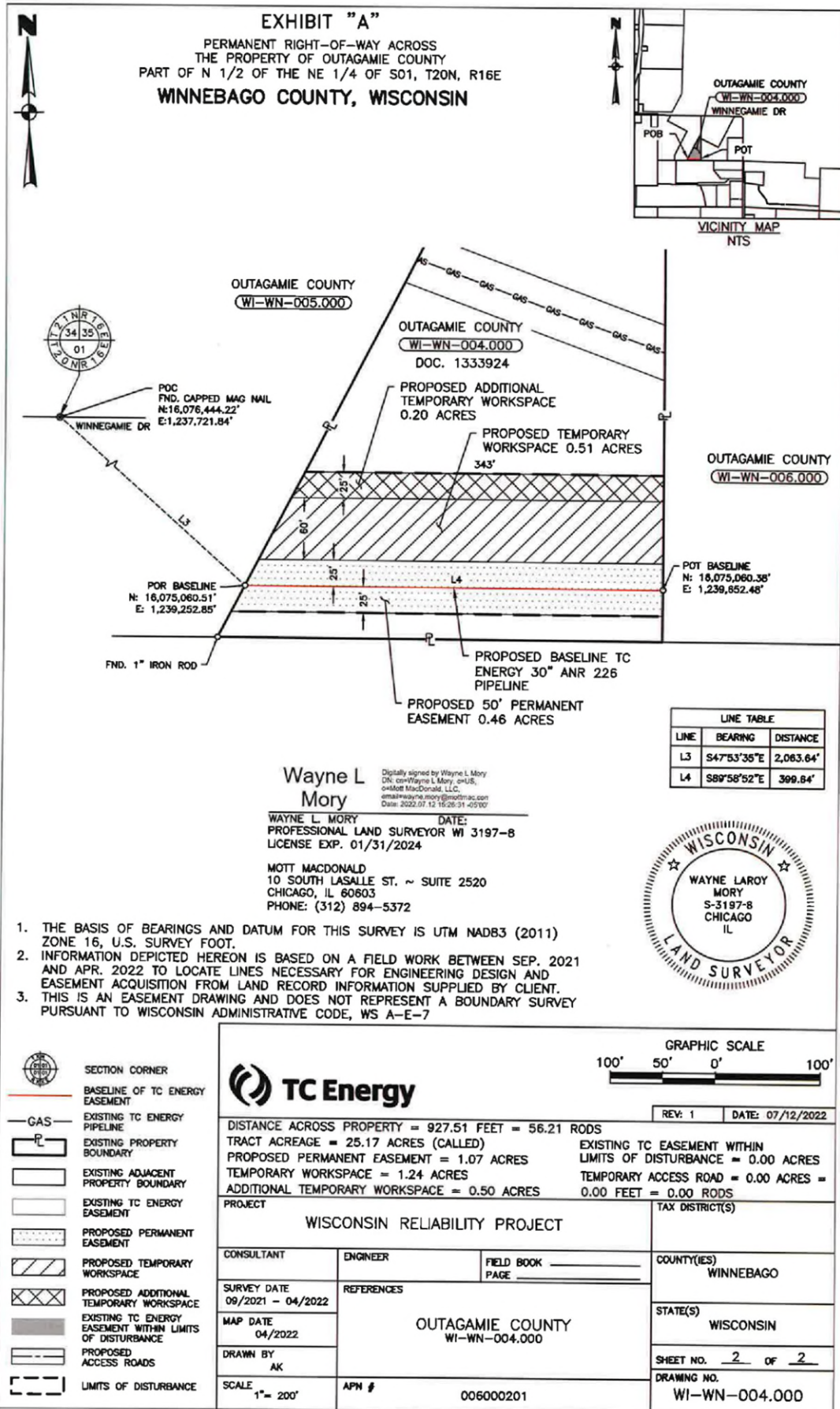
My commission expires _____.

[SEAL]

Notary Public

This instrument was prepared by:
Alyssa Trepel
Ohio Valley Acquisition
1305 N Barker Rd. Suite 8
Brookfield, WI 53045





EASEMENT AND RIGHT OF WAY AGREEMENT

Tract Number: WI-WN-005.000

THIS EASEMENT AND RIGHT OF WAY AGREEMENT (this "Agreement"), is made as of this ___ day of _____, 20___, by and between County of Outagamie, whose address is W6390 Challenger Drive, Ste. 201, Appleton, Wisconsin 54914 (whether one or more, the "Grantor"), and ANR Pipeline Company, a Delaware corporation, whose address is 700 Louisiana Street, Ste. 700, Houston, Texas 77002 (the "Grantee"). Grantor and Grantee are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Grantor is the present owner of certain real property being described in that certain Award of Damages, dated November 25, 1968, from County of Outagamie to Roland G. Huebner and Jaye E. Huebner, H/W and Myron C. Hartford and Evelyn O. Hartford, H/W, and The Federal Land Bank of St. Paul, Mortgagee, and Elmer Scheffe, Mortgagee recorded in the Register of Deeds Office for Winnebago County, Wisconsin in Volume 1228, Page 63, as Document Number 378786 identified as parcel number 006000202, being more particularly described as that part of the NE 1/4 of the NE 1/4 and the NW 1/4 of the NE 1/4 of Section 1, T20N, R16E, Town of Clayton, Winnebago County, Wisconsin described as follows: Commencing at the NE corner of said section; thence S89°-23'-08"W along the northerly line of said section 264.07 feet to the point of beginning thence S26°-07'-00"W 36.95 feet to an iron rod; thence continuing on said bearing 1099.65 feet to an iron rod; thence N63°-53'-00"W 675.00 feet to an iron rod; thence S26°-07'-00"W S13.93 feet to an iron rod on a property line fence; thence S88°-36'-25"W along said fence 372.67 feet to an iron rod; thence N0°-58'-36"W 152.62 feet to an iron rod; thence N26°-07'-00"E 850.29 feet to an iron rod; thence N63°-53'-00"W 675.00 feet to an iron rod; Thence N26°-07'-00"E 206.74 feet to an iron rod; thence continuing on the same bearing 37.07 feet to the northerly line of said Section 1; thence N89°-01'-24"E along said northerly line 1619.98 feet; thence N89-23'-08"E along said northerly line 344.25 feet to the point of beginning; a road right-of-way easement, crossing the above described parcel of land, is being retained by the owner, said easement area being described as follows: that part of the NW 1/4 of the NE 1/4 of Section 1, T20N, R16E, Town of Clayton, Winnebago County, Wisconsin, being a strip of land 37.5 feet wide measured at right angles to and on the northerly side of the following described property line: Commencing at the northeasterly corner of said Section thence S89°-23'-08"W along the northerly line of said Section 264.07 feet; thence S26°-07'-00"W 36.95 feet to an iron rod; thence continuing on said bearing 1099.65 feet to an iron rod; thence N33°-53'-00"W 675.00 feet to an iron rod; thence S26°-07'-00"W 813.93 feet to an iron rod at the point of beginning of said property line; thence S88°-36'-25"W along said property line 372.67 feet to an iron rod (the "Property"); and

After recording return to:
Ohio Valley Acquisition
1305 N Barker Rd. Suite 8
Brookfield, WI 53045

Parcel No. 006000202

WHEREAS, Grantee desires the right to use an easement and right of way in connection with the construction, operation, and maintenance of Grantee's Facilities (as defined below), on, over, under and through Grantor's Property, which easement and right of way is more particularly described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Grant of Easement.** Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells, conveys and warrants to Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns, an exclusive perpetual easement and right of way to survey, excavate, fabricate, lay, construct, install, inspect, maintain, improve, operate, make use of, repair, relocate, replace, alter, change the size of, upgrade, reconstruct, remove and/or abandon in place one or more pipelines and all above and below ground equipment and appurtenances thereto, including, but not limited to, roadways, fittings, launchers, receivers, cathodic protection equipment, pipeline markers, overhead or underground electric lines, regulators (collectively, the "Facilities") for the transportation of natural gas, hydrocarbon, petroleum products, petroleum byproducts, and any of their constituents, water and/or any other substances that can be transported through pipelines, on, over, under, across and/or through a strip of land 50 feet in width, as more particularly described in Exhibit A (the "Right of Way") together with all privileges necessary or convenient for the full use of the rights herein granted, and the right of pedestrian and vehicular ingress and egress over and across the Property and any adjacent land owned by Grantor, including, without limitation, the right to open, construct, improve, repair, maintain, and use existing and future roads and gates located on Grantor's Property.

2. **Temporary Easement Area.** In addition to the perpetual Right of Way granted hereunder, during the original construction of the Facilities (including, without limitation, Grantee's reclamation, mitigation and/or restoration activities), Grantee shall be entitled to use the areas that may be defined as "Temporary Work Space", "Additional Temporary Work Space" and/or "Staging Area" (collectively, the

“Temporary Easement Area”) as shown on Exhibit A for the surveying, laying, and constructing of the Facilities installed pursuant to the terms herein and all activities incident thereto.

3. Location. Grantor and Grantee acknowledge that the actual location of the Right of Way and/or Temporary Easement Area may change because of engineering and/or other site or construction related factors. In such event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the legal description of the Right of Way and/or Temporary Easement Area to conform to the actual location of the Right of Way and/or Temporary Easement Area. If such documents are required, they will be prepared by Grantee at Grantee’s expense.

4. Grantor’s Continuing Rights / Encroachments. Grantor may fully use and enjoy the Right of Way and the Temporary Easement Area to the extent that such use and enjoyment does not interfere with Grantee’s rights under this Agreement or create an actual or potential hazard to the Facilities or Grantee’s exercise of its rights hereunder; provided, however, Grantor shall not (i) place or permit to be placed any temporary or permanent structure or encroachment of any kind, including but not limited to buildings, mobile homes, trees, telephone poles or wires, electric poles or wires, water or sewer lines, meters or utility boxes, paved roads or passage ways or the like, in, on, over, or under the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), unless specifically approved in writing by Grantee, (ii) excavate or otherwise alter the ground elevation or otherwise create a water impoundment over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), (iii) change the depth of cover over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities) containing any installed pipeline or facility, without the prior written consent of Grantee, and (iv) store any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), nor cause the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities) to be covered by standing water, except in the course of normal seasonal irrigation. Grantee shall have the right to clear the Right of Way and Temporary Easement Area of all such encroachments, and clear, cut, trim and remove any and all trees, brush, shrubbery, overhanging branches or other vegetation from the Right of Way and Temporary Easement Area, using methods permitted by law, and Grantee shall have no liability to Grantor for any claims, damages or other losses associated with Grantee’s exercise of its rights to clear the Right of Way and/or Temporary Easement Area of all encroachments and vegetation. Grantor agrees to abide by Grantee’s reasonable guidelines related to the safe operation and inspection of its pipelines and facilities and maintenance of the Right of Way and Temporary Easement Area. Grantor further agrees not to convey any other rights of way or other conflicting rights within the Right of Way and/or Temporary Easement Area to any third parties without the prior written consent of Grantee.

5. Compliance with Applicable Laws. Grantee shall comply with all applicable federal, state and local laws, regulations, orders and rules related to the exercise of Grantee’s rights hereunder and each pipeline shall be installed at a depth conforming with industry standards and the requirements of applicable laws.

6. Gas Service. Grantor forever waives any present or future statutory, regulatory, judicial or contractual right which Grantor has or may have to receive gas service from any pipeline laid under this Agreement and, further, Grantor forever releases Grantee, from any present or future statutory, regulatory, judicial or contractual obligation, Grantor has, or may have, to provide natural gas service from any of its pipelines or storage facilities to any and all residences or structures on Grantor’s Property.

7. Indemnity. Grantee agrees to indemnify and hold harmless Grantor from, against and in respect of any and all liability, claims, damages, costs, and losses of whatever character (collectively, the “Claims”) arising from personal injury or death or damage to property of Grantor and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the gross negligence or willful misconduct of Grantee, its employees, agents, contractors and subcontractors in connection with the exercise of Grantee’s rights under this Agreement. Grantor agrees to indemnify and hold harmless Grantee and its affiliates, subsidiaries, successors and assigns from, against, and in respect of any and all Claims arising from personal injury or death or damage to property of Grantee, its employees, agents, contractors, and subcontractors and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the gross negligence or willful misconduct of Grantor or Grantor’s invitees or licensees.

Notwithstanding the foregoing or anything to the contrary contained herein, Grantor acknowledges and agrees that Grantee has compensated Grantor, in advance, for any and all damages, costs and expenses which may arise out of, are connected with, or relate in any way to Grantor’s conveyance, or Grantee’s exercise, of the rights set forth herein, including but not limited to, any and all tree, crop, plant, timber, harvest or yield loss damages, or any other damages, costs and expenses attributable to or arising from Grantee’s proper execution of the initial construction, mitigation, and restoration activities within the Right of Way and Temporary Easement Area and the proper installation, presence, maintenance or operation of the Facilities upon the Property. Notwithstanding the foregoing, nothing contained herein shall be construed to release Grantee from liability for any damages, costs or expenses caused solely by the gross negligence or willful misconduct of Grantee.

8. **Further Assurances.** Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.

9. **Additional Rights.** In addition to the rights granted herein, should restoration be required on the Property outside the easements granted herein, Grantee shall have the right to take all actions necessary to complete such restoration and such actions shall not constitute a trespass. Grantee shall pay Grantor the market rate to rent such property utilized during restoration.

10. **Successors and Assigns.** This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives.

11. **Severability.** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

12. **Entire Agreement; Modification.** This Agreement and any exhibits attached hereto constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

13. **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof.

14. **Joint Efforts.** The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

15. **Authority.** Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement. Grantor binds itself, its heirs, successors, assigns, executors, administrators, and legal representatives to warrant and forever defend the interests and rights conveyed herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

WITNESS:

GRANTOR:

County of Outagamie

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of **County of Outagamie**, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the county.

Given under my hand and official seal this ____ day of _____, 20 ____.

My commission expires _____.

[SEAL]

Notary Public

WITNESS:

GRANTEE:

ANR Pipeline Company,
a Delaware corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTEE

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this ____ day of _____, 20 ____.

My commission expires _____.

[SEAL]

Notary Public

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged themselves to be the _____ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

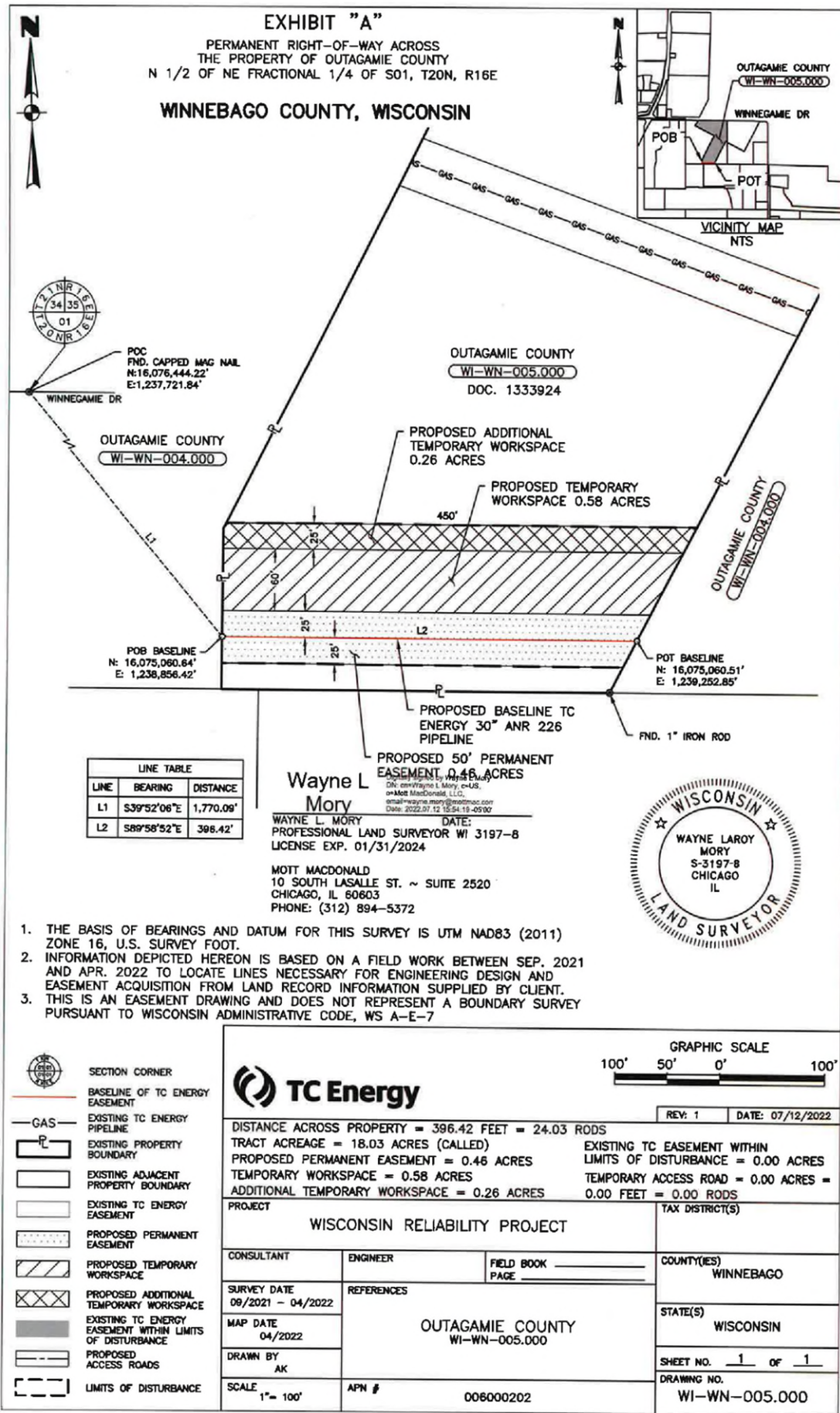
Given under my hand and official seal this ____ day of _____, 20 ____.

My commission expires _____.

[SEAL]

Notary Public

This instrument was prepared by:
Alyssa Trepl
Ohio Valley Acquisition
1305 N Barker Rd. Suite 8
Brookfield, WI 53045



Tract Number: WI-WN-004.000/005.000/006.000

Confidential Supplemental Agreement

This Confidential Supplemental Agreement (“**Supplemental Agreement**”) is entered into as of the ____ day of 20____, by and between **Outagamie County**, whose address is **W6390 Challenger Drive, Ste. 201, Appleton, Wisconsin 54914**, whether one or more, and their heirs, successors and assigns (the “**Landowner**”), and ANR Pipeline Company, a Delaware corporation, and its successors and assigns (“**ANR**”).

WHEREAS, Landowner and **ANR** entered into that certain Easement and Right-of-Way Agreement (the “**Agreement**”), attached hereto as Exhibit “A”; and

WHEREAS, Landowner and **ANR** desire to memorialize certain independent and collateral covenants related to the Agreement in this Supplemental Agreement.

WHEREAS, The Construction Work Area (CWA) is defined as the entirety of the Workspaces referenced to in the Agreement, including all Temporary, Permanent, Staging and Access Roads more particularly described in Exhibit A

NOW THEREFORE, in consideration of mutual promises and agreements herein contained and for other good and valuable consideration, the receipt whereof is hereby acknowledged, Landowner and **ANR** do hereby agree as follows:

1. **Confidentiality.** Landowner agrees that this Supplemental Agreement is a confidential agreement and Landowner shall not disclose the existence, conditions or the terms of this Supplemental Agreement to third-parties other than to consult with Landowner’s legal, tax, financial, and accounting advisors. In no event shall this Supplemental Agreement be recorded.
2. **Miscellaneous.** The terms of the Agreement are incorporated herein by reference and in the event of any conflict between the Agreement and this Supplemental Agreement, the terms of this Supplemental Agreement shall govern and control. Except for purposes of the construction and enforcement of this Supplemental Agreement, the terms and conditions of the Agreement shall remain unmodified. The Agreement, together with this Supplemental Agreement, constitutes the entire agreement between Landowner and **ANR** with respect to the subject matter hereof, and shall inure to the benefit of and be binding on the Landowner’s heirs, successors and assigns and **ANR**’s successors and assigns.
3. **Pre-construction assessments.** Prior to the start of construction, **ANR** may conduct various pre-construction baseline assessments, including but not limited to, pond turbidity baseline assessments, septic system impact assessments, water well quality and/or quantity

baseline assessments and foundation baseline inspections. ANR agrees to make prior notification before the conduction of pre-construction assessments and Landowner agrees to reasonably accommodate the access needed.

4. **De-Watering.** In the event water pumping from ditch lines becomes necessary ANR may place, at its sole discretion, any appropriate de-watering structures, including but not limited to filter bags, straw bales, and/or filter sock, outside of but immediately adjacent to the CWA, as defined in the Agreement. De-watering will be completed in a manner that avoids damaging adjacent agricultural land, crops, and/or pasture. In the event ANR's de-watering activities create the need for restoration to Landowner's land, crops, pasture, etc., ANR will provide Landowner reasonable compensation to restore such disturbed areas to their pre-construction condition.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned have duly executed this Supplemental Agreement as of the date set forth above.

WITNESS:

GRANTOR:

Outagamie County

By: _____

Name: _____

Title: _____

WITNESS:

GRANTEE:

**ANR Pipeline Company,
a Delaware corporation**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

CONFIDENTIAL

LANDOWNER PAYMENT SUMMARY

Tract: WI-WN-004.000/005.000/006.000

Check No: _____

Landowner Name: Outagamie County

Project Name: Wisconsin Reliability Project - PL3

PERMANENT EASEMENT AND TEMPORARY WORKSPACE

	LENGTH	WIDTH	ACREAGE	PRICE/ACRE	EASEMENT TOTAL
Permanent Easement			2.19	\$20,000	\$43,800.00
Temporary Workspace			2.47	\$7,500	\$18,525.00
Additional Temporary Workspace			1.02	\$7,500	\$7,650.00
Staging Area			0		\$0.00
Temporary Access Road			0		\$0.00
Total Consideration for Permanent and Temporary Workspace Acreage					\$69,975.00

CROP DAMAGES

CROP TYPE	UNIT PRICE	YIELD	ACREAGE	PERCENTAGE	TOTAL
1ST YR					
2ND YR					
3RD YR					
Total Consideration for Crop Damages					

GENERAL DAMAGES/OTHER

DAMAGES/OTHER	DAMAGES/OTHER DESCRIPTION	AMOUNT
Additional Damage	Additional Damages to Property	\$20,000.00
Total Consideration for General Damages		\$20,000.00

Total Consideration	\$89,975.00
Percent Ownership	100%
Amount Paid	\$89,975.00
Amount Owed	\$89,975.00

LANDOWNER SIGNATURE:	DATE:
LAND AGENT SIGNATURE:	DATE:

Notes:

CONFIDENTIAL

Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
 requester. Do not
 send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

	-		-								

or

Employer identification number

	-										

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

OUTAGAMIE COUNTY FISCAL NOTE

INTRODUCTION: This form must be attached to any resolution or ordinance which contains a spending or revenue proposal. The form should be completed by an individual within the department initiating the resolution or ordinance with assistance from the Financial Services Department. Contact the Finance Director (1674), Controller (1675) or Staff Accountant (1681) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

1. **Subject:** Request for ANR Pipeline Easement at Appleton International Airport

2. **Description:** This section must be completed for all fiscal notes. Briefly and concisely describe the request. State assumptions used and discuss any current year and long-term fiscal impacts. (A separate attachment can be used)

The Appleton International Airport is requesting to grant an easement to ANR Pipeline for construction of a gas line on airport land. ANR Pipeline will pay the Airport \$89,975 for access rights. Included in the \$89,975 is \$20,000 which covers 2 years of lost revenue from farmland leases. A budget adjustment is needed for 2024 to account for the \$69,975. The farmland has already been included in the budget.

Current Year Budget Impact (Check one or more of the following boxes)

Revenues Expenses (Cost) None

- 3. Is the specific cost or revenue included in the current year's budget? yes () no () partially (X) n/a ()
- 4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no () n/a (X)
- 5. Is the proposal to accept additional revenues only? yes (X) no ()
- 6. Does this request modify/adjust the current year budget? yes (X) no () To be determined
If no, skip to question 8 below.


7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

<u>COST CENTER NAME</u>	<u>LINE ITEM</u> (i.e. Salaries, Supplies, Etc.)	<u>ACCOUNT NUMBER INCLUDING COST CENTER</u> (i.e. 1004100.5100, 1004100.5400, etc.)	<u>INCREASE (DECREASE) AMOUNT</u>
Airport Rental Properties	Rent-Land & Blds	5000117.4505.05	69,975
Airport Terminal	Fund Balance Applied	5000110.8955	(69,975)

Annual and Long-Term Impact

- 8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes () no (x) n/a ()
- 9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost 0
Annual Revenue \$89,975

Fiscal Note Prepared by: Abe Weber/Katie Horan

For Financial Services purposes only	
Reviewed By: 	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <u>Detail Expenditures Account Number</u> <u>Amount</u>
Date: 1/18/24	_____
Comments:	_____