

BOARD OF SUPERVISORS

Brown County



305 E. WALNUT STREET
P. O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600
PHONE (920) 448-4015 FAX (920) 448-6221

EDUCATION & RECREATION COMMITTEE

John Van Dyck, Chair
Staush Gruszynski, Vice Chair
Corrie Campbell, Kathy Lefebvre, Paul Ballard

SPECIAL EDUCATION & RECREATION COMMITTEE
Wednesday, March 21, 2018
6:15 p.m.
Room 210, City Hall
100 N. Jefferson Street, Green Bay, WI

**NOTICE IS HEREBY GIVEN THAT THE COMMITTEE MAY TAKE ACTION
ON ANY ITEMS LISTED ON THE AGENDA**

- I. Call to Order.
- II. Approve/Modify Agenda.

Comments from the Public

Parks Department

- 1. Resolution Providing Preliminary Approval for the Brown County Fair Association (FA) to Construct a Storage Building on County Fairgrounds Property, to Donate Said Building to the County, and for the County to Lease Said Building Back to the FA.
- 2. Resolution to Consent to Underground Gas Line Easement on the Devil's River State Trail – New Organic Digestion, LLC.

Other

- 3. Such other matters as authorized by law.
- 4. Adjourn.

John Van Dyck, Chair

Notice is hereby given that action by Committee may be taken on any of the items which are described or listed in this agenda.

Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

March 21, 2018

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

RESOLUTION PROVIDING PRELIMINARY APPROVAL FOR THE BROWN COUNTY FAIR ASSOCIATION (FA) TO CONSTRUCT A STORAGE BUILDING ON COUNTY FAIRGROUNDS PROPERTY, TO DONATE SAID BUILDING TO THE COUNTY, AND FOR THE COUNTY TO LEASE SAID BUILDING BACK TO THE FA

WHEREAS, Brown County ("County") is the owner and operator of the Fairgrounds Property located within the City of De Pere, and the Brown County Fair Association ("FA") is a private non-profit corporation with tax exempt status per Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, the FA is a separate and distinct entity from the County, and formed for the purpose of developing, promoting, operating and supporting the annual Brown County Fair; and

WHEREAS, it is desirable: 1) for the FA, at no cost to the County, to provide materials for and to construct a 3,200 square foot steel pole style storage building in the northeast corner area of the Fairgrounds property (see 'Attachment A'), with proposed dimensions of 64' long by 50' wide by 16' high (See 'Attachment B' and 'Attachment C'); 2) for the FA to donate said building to the County; and 3) for the County to enter into a 20-year lease with the FA, with renewal options, wherein the County would lease said building to the FA for \$1.00 per year; and

WHEREAS, the FA desires preliminary approval from the County to build, donate and lease said building as described above, and as specified in Attachments A, B and C to this Resolution, with final and formal approval to do so being contingent upon the County and the FA entering into a "*Build, Donate, and Lease Agreement*" with terms and conditions agreeable to both the County and the FA, so that the FA knows it has the preliminary approval of the County regarding this project before it begins the process of applying for necessary permits; and

WHEREAS, any such preliminary approval by the County would be a good faith showing that the County preliminarily supports the FA proposal to build, donate and lease said building, but final and formal approval would be contingent upon the County and the FA entering into a "*Build, Donate and Lease Agreement*" with terms and conditions acceptable to both the County and the FA; and

WHEREAS, any actions taken by the FA after receiving preliminary approval from the County, such as expending funds as part of the permitting process or otherwise, would be taken at the sole risk of the FA, and any such preliminary approval may not be used a basis to seek reimbursement from the County for activities taken in reliance upon said preliminary approval, should the "*Build, Donate and Lease Agreement*" ultimately not be entered into.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby grants preliminary approval for the Brown County Fairgrounds Association (FA) to build, donate and lease back the building described above as outlined above and subject to the conditions stated above, with final and formal approval of the County being contingent upon the County and the FA entering into a mutually agreeable "*Build, Donate and Lease Agreement*" in accord with the terms and conditions stated above, and so long as the County does not bear any significant direct or indirect costs or incur significant additional liability related to this project; and

BE IT FURTHER RESOLVED, that the Brown County Corporation Counsel shall draft a "*Build, Donate and Lease Agreement*" as outlined above, shall consult with the FA and the County Parks Department regarding desired terms and conditions to include, and when said Agreement has been drafted shall bring said Agreement back to the Education and Recreation Committee, and to the County Board, for final and formal approval.

Respectfully submitted,

EDUCATION & RECREATION
COMMITTEE (Special Meeting)
EXECUTIVE COMMITTEE

Fiscal Impact: This resolution does not require an appropriation from the general fund. Insurance can be funded within the existing 2018 budget. There may be maintenance costs in subsequent years, but the Fair Association will be responsible for those.

Approved By:

TROY STRECKENBACH
COUNTY EXECUTIVE

Date Signed: _____

Authored by Corporation Counsel
Approved by Corporation Counsel

BOARD OF SUPERVISORS ROLL CALL # _____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISORS	DIST.	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
ZIMA	8				
EVANS	9				
VANDER LEEST	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST.	AYES	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSSEN	18				
KNEISZEL	19				
CLANCY	20				
CAMPBELL	21				
MOYNIHAN, JR.	22				
BLOM	23				
SCHADEWALD	24				
LUND	25				
BECKER	26				

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____



305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

KATHRYN ROELLICH

PHONE (920) 448-4071 FAX (920) 448-6277 WEB: www.co.brown.wi.us

HUMAN RESOURCES DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: March 8, 2018
REQUEST TO: Exec Comm, Ed & Rec SPECIAL Comm and County Board
MEETING DATE: 03-12-2018, 03-21-2018 and 03-21-2018, respectively
REQUEST FROM: Dave Hemery per Ed & Rec Committee
REQUEST TYPE: New resolution Revision to resolution
 New ordinance Revision to ordinance

TITLE: RESOLUTION PROVIDING PRELIMINARY APPROVAL FOR THE BROWN COUNTY FAIR ASSOCIATION (FA) TO CONSTRUCT A STORAGE BUILDING ON COUNTY FAIRGROUNDS PROPERTY, TO DONATE SAID BUILDING TO THE COUNTY, AND FOR THE COUNTY TO LEASE SAID BUILDING BACK TO THE FA

ISSUE/BACKGROUND INFORMATION:

From 01-25-2018 Ed & Rec Committee: Motion made by Supervisor Campbell, seconded by Supervisor Lefebvre to direct Corporation Counsel to draft a resolution to go before the February County Board in support of the Fair Board's request to construct a storage building at the fairgrounds and develop an MOA. Vote taken. Nay: Gruszynski. MOTION CARRIED 4 to 1

ACTION REQUESTED:

Review and approve.

FISCAL IMPACT:

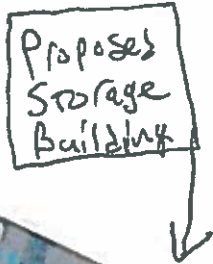
NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

- 1. Is there a fiscal impact? Yes No
 - a. If yes, what is the amount of the impact? _____
 - b. If part of a bigger project, what is the total amount of the project? \$ _____
 - c. Is it currently budgeted? Yes No
 - 1. If yes, in which account? _____
 - 2. If no, how will the impact be funded? _____

COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

ATTACHMENT A

Proposed Storage Building



X
IN
SCALE

INFORMATION
IQ CODE
CODE (WITH WISCONSIN...)
ENT
SQUARE FOOTAGE

DESCRIPTION	AREA
ENT	...
ENT	...
ENT	...
ENT	...
ENT	...

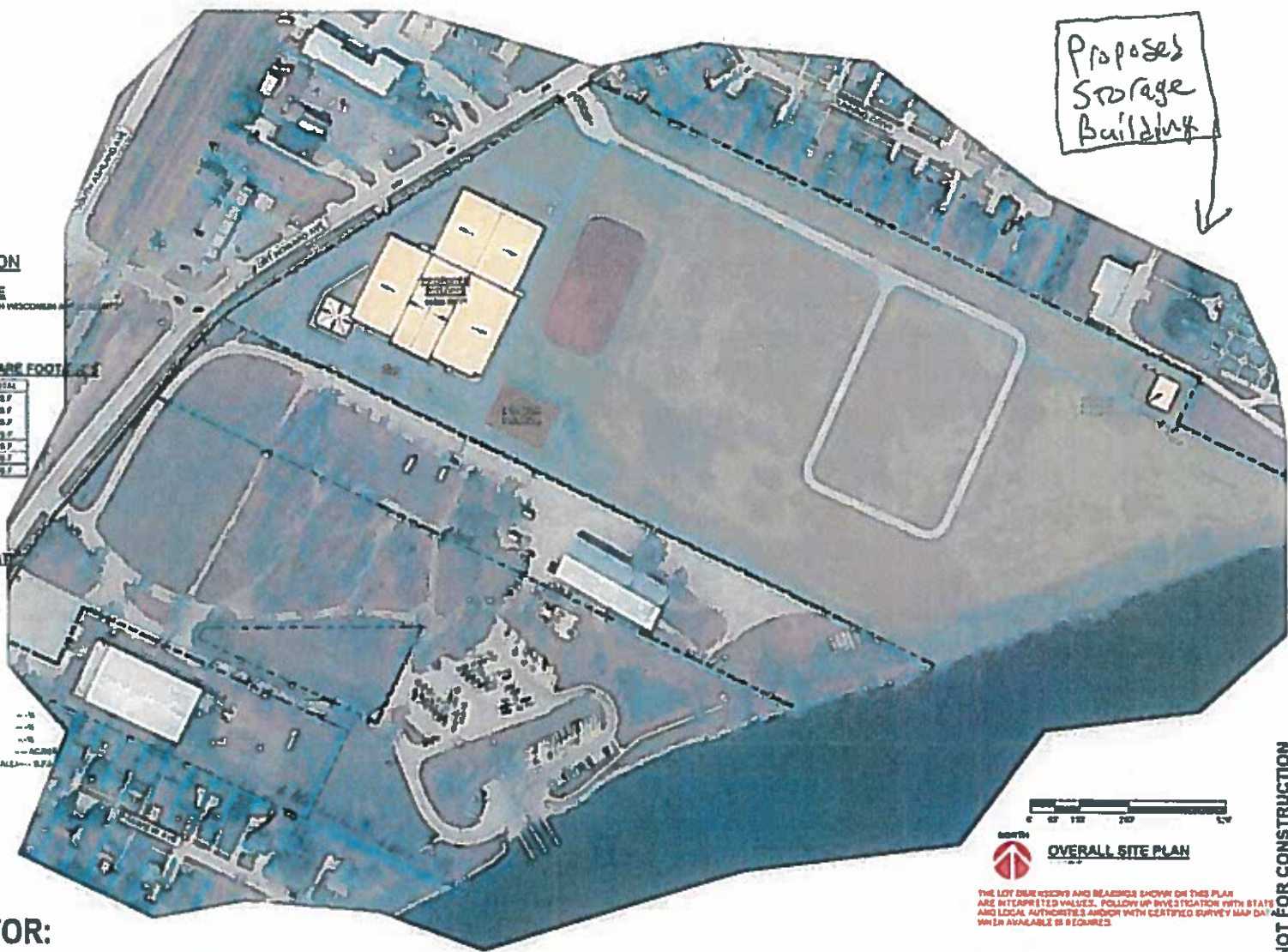
YES/NO
YES/NO

SEPARATE

---S.F.
---S.F.
---S.F.
---S.F.

ENT
---S.F.
---S.F.
---S.F.
---S.F.

IN



OVERALL SITE PLAN
THE LOT DIMENSIONS AND BEARINGS SHOWN ON THIS PLAN
ARE INTERPRETED VALUES. FOLLOW UP INVESTIGATION WITH STATE
AND LOCAL AUTHORITIES AND/OR WITH CERTIFIED SURVEY MAP DATA
WHEN AVAILABLE IS REQUIRED.

DESIGNED FOR:

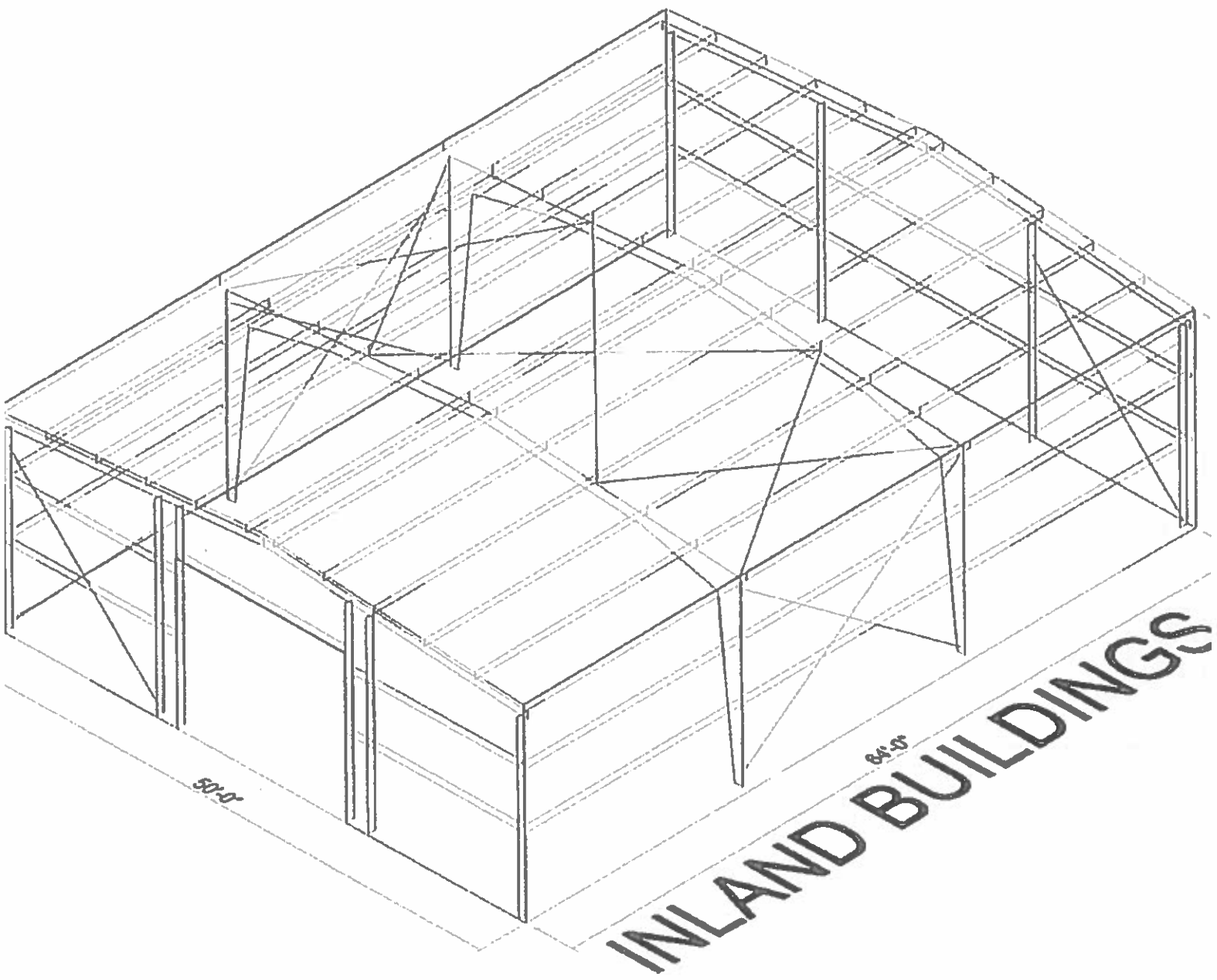
OWN COUNTY FAIRGROUNDS

WISCONSIN

WISCONSIN

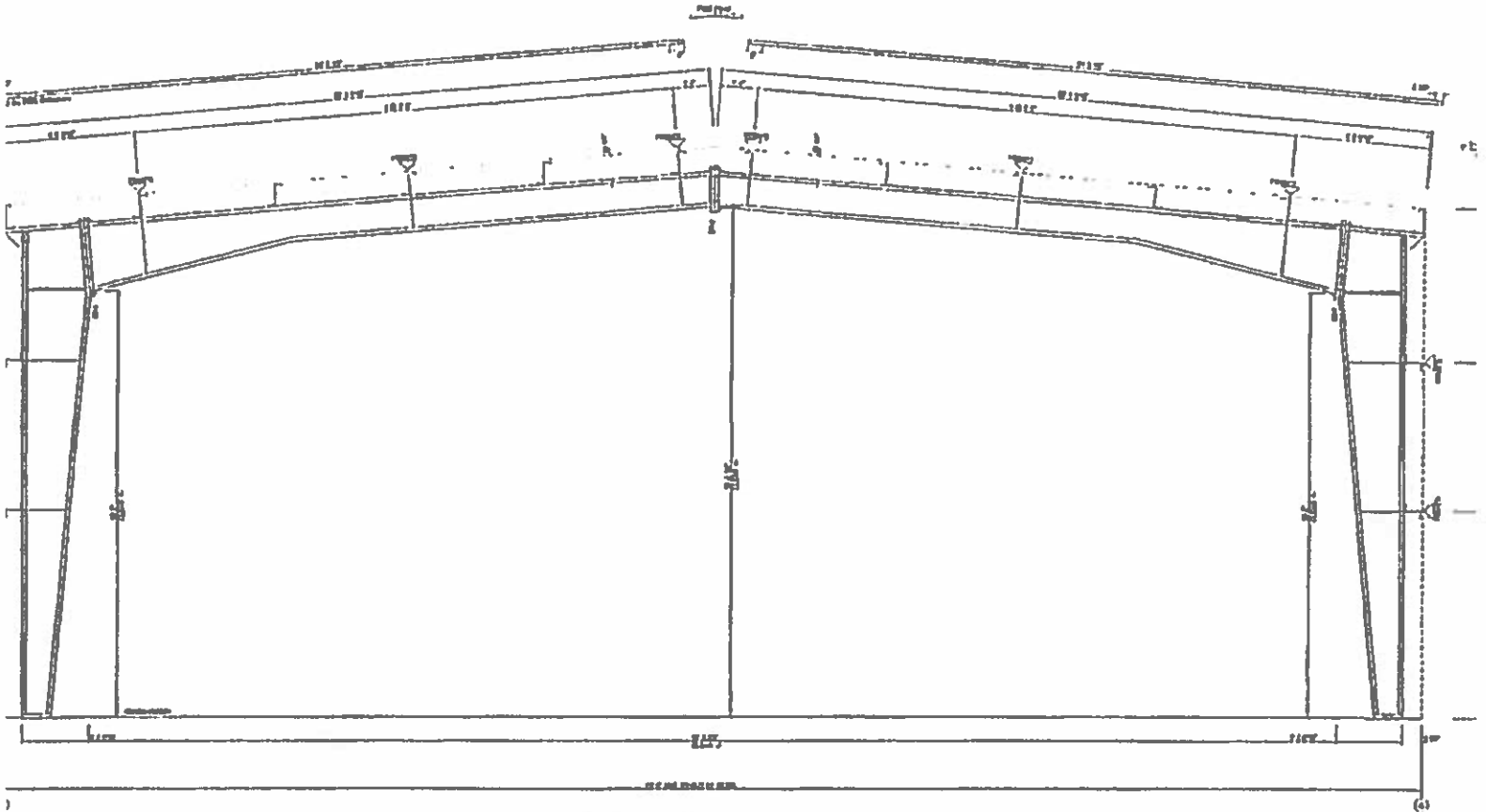
PRELIMINARY - NOT FOR CONSTRUCTION

ATTACHMENT B



ATTACHMENT C

PRELIMINARY DRAWING USE ONLY FOR REFERENCE.



MAIN FRAME ELEVATION FRAME LINE 2 3

DRAWING STATUS		REVISIONS		INLAND BUILD	
<input type="checkbox"/>	[Illegible text]	REV	NO	DATE	DESCRIPTION
<input type="checkbox"/>	[Illegible text]				
<input type="checkbox"/>	[Illegible text]				
<input type="checkbox"/>	[Illegible text]				
[Illegible text]		[Illegible text]		[Illegible text]	

Loehlein, Alicia A.

From: Linssen, Trisha A.
Sent: Monday, January 29, 2018 8:22 AM
To: Loehlein, Alicia A.; Giannunzio, Therese G.
Cc: Moynihan, Patrick W.
Subject: Special Admin Committee Meeting on March 21st

Hi Alicia:

DoTS needs to request a special Administration Committee Meeting for March 21st just before the County Board Meeting for approval of the lowest qualified bid for the **2018 BCCAN West Side Green Bay Area Publish School District (GBAPSD) Project**. The bids will be final by that time and the Board will need to approve following the bids going before the Admin committee.

Please let me know if you need any further information or documentation – thank you!

Trisha Linssen, M.S.
IT Administration & Communications Coordinator
Department of Technology Services // Brown County
P: 920.448.4025 // Linssen_ta@co.brown.wi.us



Loehlein, Alicia A.

From: Kriese, Matt M.
Sent: Wednesday, March 07, 2018 1:13 PM
To: Loehlein, Alicia A.; VanDyck, John R.
Subject: Special Ed & Rec Meeting March 21

Hello:

I am assuming we are still scheduling a special Ed and Rec meeting prior to the full Board on March 21st.

The primary agenda item is the **Fair Association Agreement related to the storage building.**

However, could I please add one other item to this meeting related to a consent to easement on the Devils River Trail.

Consent to Underground Gas Line Easement on the Devils River State Trail

Details:

NEW Organic Digestion LLC will be installing a methane pipe along the road right of way of CTH R in Denmark. Brown County Public Works has already approved the permit for road right of way use, however the trail and former railroad right of ways supersede at all road intersections. Meaning the roadways are actually an easement at all crossings. Therefore NEW Organic Digestion has inadvertently overlooked obtaining an easement from the state in this location. Their work is expected to start any day and this easement is important to review and approve in a timely manner, otherwise the methane pipe project will be put on hold.

Let me know, please.

I just received the details from the state yesterday so I'll be working on the resolution today for review by CC.



Matt Kriese
Assistant Park Director
Brown County Parks Department
Physical Address: 2024 Lakeview Drive | Suamico, WI 54173
Mailing Address: PO Box 23600 | Green Bay, WI 54305
☎ 920-448-4464 | 📠 Fax 920-448-4054
Website: browncountyparks.org



March 21, 2018

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**RESOLUTION TO CONSENT TO UNDERGROUND GAS LINE EASEMENT
ON THE DEVIL'S RIVER STATE TRAIL - NEW ORGANIC DIGESTION, LLC**

WHEREAS, Brown County ("County") is the holder of a Trail Management Easement interest regarding the Devil's River State Trail ("Trail"). Said easement interest affords the Brown County Parks Department ("Trail Manager") to construct, develop, maintain and operate the Trail; and

WHEREAS, in accordance with said Trail Management Easement, as well as other documents relating thereto, the County is required to consent to any additional easements/access permits granted by the Owner of the Trail, i.e., the Wisconsin Department of Natural Resources ("DNR"), including the proposed Underground Gas Line Easement, attached to and incorporated into this Resolution by reference, provided that the Trail Manager, who has final authority over issues relating to the management of the trail corridor, is notified and consulted with in advance; and

WHEREAS, upon due notification to and consultation with the Trail Manager, the DNR, as Grantor, now desires to enter into the Underground Gas Line Easement with New Organic Digestion, LLC, as Grantee, to allow Grantee to install one underground 8-inch high-density polyethylene underground natural gas pipeline in a line to be directionally bored under the Trail in a manner more fully described therein; and

WHEREAS, pursuant to said Underground Gas Line Easement, Grantee is required, among various other obligations and duties, to submit a construction plan for said Underground Gas Line Easement to the Trail Manager, and Grantee may not perform repairs and replacement

until written approval of said plan is received from the Trail Manager, and until all necessary permits, approvals, and licenses are obtained. In addition, Grantee must comply with all applicable federal, state, and local laws, rules and regulations regarding exercising any and all rights granted by said Underground Gas Line Easement.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby authorizes and directs the Brown County Executive to execute the *Consent to Easement* portion of said Underground Gas Line Easement (found on Page 9 of the attached Underground Gas Line Easement), allowing for said Underground Gas Line Easement to be granted by the DNR, Grantor, to New Organic Digestion, LLC, Grantee, as stated above.

Respectfully submitted,

EDUCATION & RECREATION
COMMITTEE

Approved By:

TROY STRECKENBACH
COUNTY EXECUTIVE

Date Signed: _____

Authored by Parks Department

Approved by Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the General Fund.



PO BOX 23600
GREEN BAY WI 54305

MATTHEW M. KRIESE
ASSISTANT PARK DIRECTOR

PHONE (920) 448-4464 FAX (920)448-4054
E-MAIL KRIESE_MM@CO.BROWN.WI.US

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 03/07/2018
REQUEST TO: Special Education & Recreation – 3/21/18
Full Board of Supervisors – 3/21/18
MEETING DATE: 3/21/18
REQUEST FROM: Matt Kriese

REQUEST TYPE: New resolution Revision to resolution
 New ordinance Revision to ordinance

TITLE: RESOLUTION TO CONSENT TO EASEMENT ON THE DEVIL’S RIVER TRAIL
BETWEEN THE DEPARTMENT OF NATURAL RESOURCES AND THE NEW
ORGANIC DIGESTION LLC

ISSUE/BACKGROUND INFORMATION:

The WDNR requires Brown County, as the holder of an easement interest on the Devil’s River State Trail, to consent to any easements that they generate. This easement will not affect Brown County’s interest in any way.

ACTION REQUESTED:

Approval

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? Yes No
 - a. If yes, what is the amount of the impact? \$ _____
 - b. If part of a bigger project, what is the total amount of the project?
\$ _____
 - c. Is it currently budgeted? Yes No
 1. If yes, in which account? _____
 2. If no, how will the impact be funded?

X COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

State of Wisconsin
Department of Natural Resources
Box 7921
Madison, WI 53707

**UNDERGROUND GAS LINE
EASEMENT**

Wis. Stat. ss. 23.09(10) and 27.01(2)(g)
Form 2200-15

THIS EASEMENT made by and between the State of Wisconsin, Department of Natural Resources (hereinafter referred to as the "Grantor") and NEW Organic Digestion LLC, a limited liability corporation as their interest may appear (hereinafter referred to as the "Grantee").

RECITALS

WHEREAS, Grantor is the owner of the former railroad corridor Trail now known as the Devil's River State Trail (hereinafter referred to as "Trail" or "Premises");

WHEREAS, Brown County is the owner and holder of a Trail Management Easement for the construction, development, maintenance, repair, removing, replacing and operation of the State Trail by the Brown County Parks Department (hereinafter referred to as the "Trail Manager");

WHEREAS, the Grantee desires to install one underground 8-inch high-density polyethylene (HDPE) underground natural gas pipeline in a line to be directionally bored under the Trail;

WHEREAS, said underground natural gas pipeline will be located within a defined 12-foot wide easement strip located within the Trail and running perpendicular for 124 feet as shown in Exhibit "A", being attached hereto and made a part hereof, (hereinafter referred to as the "Easement Area") located in the Village of Denmark, Brown County, Wisconsin.

Township 22 North, Range 22 East, Village of Denmark, Brown County, Wisconsin
Section 28: Part of the SE 1/4 of the SE 1/4 described as:

Commencing to the point of beginning.

NOW, THEREFORE, the undersigned Grantor does hereby grant to the Grantee and its corporate successors in interest, for and in consideration of the sum of Five Hundred Dollars (\$500.00), receipt of which is hereby acknowledged by the Grantor, a non-exclusive Easement right-of-way being 12-feet in width, under, across, through and within for the installation, construction, operation, maintenance and replacement of one - underground 8-inch gas pipeline, which is to be directionally bored across the width of the Trail and bored without disrupting the surface of the Easement Area.

It is understood by the Grantor and the Grantee that this grant of non-exclusive Easement is subject to the following conditions:

- 1. The parties hereto confirm and agree that the recitals set forth above are true and correct and incorporate

Recording Area

Return: Department of Natural Resources
Bureau of Facilities & Lands - LF/6
P.O. Box 7921
Madison, WI 53707-7921
Attn: Closing Officer (CE-9626)

Parcel Identification Number (PIN): n/a
VD-143-1

the same herein for all purposes.

2. The Grantor grants and conveys to Grantee a non-exclusive Easement for the installation, construction, operation, maintenance, and replacement of one 8-inch gas pipeline, which is to be directionally bored across the width of the Trail without disrupting the surface of the Easement Area as specified herein. Any additional lines or structures, or line upgrades will require written approval of the Grantor and may require the Grantee to re-apply for a new, separate Easement as determined by the Grantor.
3. This Easement is limited to the Grantee and is not transferrable to a third-party, except after written notification of Grantor. The Grantee will not have the right to allow additional co-location without written consent from the Grantor and amendment to the Easement.
4. The Easement shall be non-exclusive and the Grantor may use the Premises and shall have the right to lease or convey other Easements to one or more other person(s), company(ies) or other entity(ies); provided that any such subsequent use, lease or conveyance shall not interfere with the Grantee's rights.
5. Grantee shall submit a written notification of project commencement to Grantor at least five working days prior to initiation of any installation, construction, maintenance or replacement work on or within the Easement Area. Other than the initial construction, in the event that Grantee's planned commencement of project activities conflicts with Grantor or Trail Manager's use of the Premises, Grantor or Trail Manager shall notify Grantee of conflict and Grantor or Trail Manager and Grantee shall agree on an alternative date to being the project. If an emergency situation arises from the gas pipeline within the Easement Area requiring immediate action by the Grantee, the Grantee shall immediately notify the Grantor's Trail Manager that an emergency exists and that the Grantee is proceeding to correct the emergency situation.
6. Grantor grants to the Grantee the right to enter upon the Grantor's Trail outside of the Easement Area for the purpose of gaining access to the Easement Area for the purpose of tree and brush clearing, installing, constructing, operating, maintaining, testing, patrolling, replacing, removing or abandoning the underground gas pipeline and to do any and all other such work as Grantee deems reasonably necessary in accordance with the rights granted it under this Easement.
7. Grantee shall be permitted to clear, cut, trim and remove any brush, trees, logs, stumps or branches from the Easement Area for its installation, construction, maintenance, operation, repair and replacement of the underground pipeline which by reason of their proximity or condition may endanger or interfere with the pipeline. Any such undertakings shall be done with the prior notification of Grantor by Grantee and under the supervision of the Grantor. Unavailability of Grantor's supervision shall not be cause for Grantee to delay or cease its work. Accepted arborist pruning/removal and equipment practices must be adhered to and all waste debris, stumps and slash must be removed and disposed of by the Grantee in a manner acceptable to the Grantor. When the removal of a tree is undertaken by Grantee stumps shall be cut flush with the ground or be removed and disposed of in a manner acceptable to Grantor. All trees having a commercial value, including firewood, shall be cut in standard 100 inch lengths and piled conveniently by the Grantee, for disposal, by sale or otherwise, by the Grantor.
8. Use of pesticides and herbicides shall only be allowed with the prior written approval of the Grantor which shall not be unreasonably withheld, delayed or denied. Any pesticides or herbicides used as part of a management plan must conform to the Forest Stewardship Council list found at <https://ic.fsc.org/en/our-impact/program-areas/forest-program/pesticides>. Grantee shall report to the Grantor (i.e. Property Manager and DNR Pesticide Use team), at least annually, the chemicals that are applied on the Premises including

the date, product trade name, active ingredient(s) and corresponding CAS number(s), purpose, rate, location with a map, total area treated, and total amount of chemical used.

9. All signage placed by the Grantee for purposes of project activities shall have prior approval from the Grantor, which approval shall not be unreasonably withheld, delayed or denied, except the Grantee may install pipeline markers in locations described hereinabove without prior approval of Grantor but with the prior notification of the Grantor and in accordance with standard utility practice.
10. The Grantee shall maintain the Easement Area in a decent, sanitary, and safe condition during construction, installation, operation, maintenance and replacement, and at no time shall the Grantee allow its work to cause a hazard or unsafe conditions on the Easement Area.
11. The Grantee is responsible for determining the location of any existing utility lines located within the Easement Area. Grantee shall be responsible for any and all damages, costs or liabilities caused by the Grantee that result from any damage to any existing utilities within the Easement Area.
12. The Grantee shall obtain all necessary permits, approvals, and licenses and comply with all applicable federal, state, and local statutes, regulations and ordinances affecting the design, materials or performance of exercising any and all rights granted by this Easement.
13. The Grantee shall restore the property in a timely workmanlike manner consistent with the original condition of the easement area prior to such entry by the Grantee or its employees or agents. This restoration, however, does not apply to the initial installation of said facilities as to any trees, bushes, branches or roots removed for initial construction or which subsequently may interfere with the Grantee's use of the Easement Area or create an unsafe condition.
14. Relating to installation, operation, and maintenance work within the Easement Area, work shall be completed as follows:
 - a. Other than as otherwise permitted herein, the Trail should remain open for public use at all times. Trail closures will not be allowed during snowmobile season and may not be allowed at certain times during bicycling season depending on planned events, activities, or volume of use. All closures must be coordinated with the Grantor's Trail Manager. Any Trail closure of more than one day may be done only with written permission of the Grantor's Trail Manager.
 - b. If the Trail must be blocked at any time due to safety, a flag person must be present or appropriate signage must be installed such that the trail users are informed of the blockage and an acceptable detour (if needed) must be provided by the Grantee so users can pass through safely. Grantee shall not use the trail right-of-way for backing of any equipment unless a flag person is present and directing trail traffic.
 - c. Warning signs, lights or such other safety markers as necessary shall be placed informing public users of any construction work or as otherwise directed by the Grantor's Trail Manager.
 - d. If needed, as determined by the Trail Manager, Grantee shall place passable barricades at entry points for trail users that require trail users to substantially reduce their speed and proceed single file. Barricade points must include signs stating that construction activities are taking place along the trail, listing a reduced speed limit, and indicating 2-way, single file traffic.

- e. All excavated open holes must be adequately marked at all times by the Grantee and warning signs must be placed and maintained by Grantee a safe distance ahead of the holes in both directions.
 - f. All excavated holes shall be filled in and made level with the original grade by the Grantee prior to project activity completion.
 - g. Insofar as is practicable and when the Grantor requests other than during the initial construction or due to an emergency situation, the Grantee shall schedule any construction work in an area used for recreational purposes at times when the ground is frozen in order to prevent or reduce soil compaction. All work will be conducted to minimize soil disturbance. All rutting will be repaired and the Easement Area restored as promptly as possible by the Grantee following its work. If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent must be utilized to access construction, installation, or maintenance locations.
 - h. Any and all ground settling or access way damage caused by the exercise of the Grantee rights within a two year period from the date of installation or any maintenance is the sole responsibility of the Grantee and must be restored or repaired to pre-construction or better conditions using the same type and quality materials as approved by the Grantor's Trail Manager. Upon failure to perform by the Grantee and within twenty days of notification by the Grantor's Trail Manager of needed repairs or restoration, repairs or restoration may be contracted by the Grantor's Trail Manager and the Grantee shall be liable for all costs associated with such repairs and/or restoration.
 - i. Grantee shall not park or store any vehicles or equipment on the Trail at any time unless authorized in advanced writing by Grantor or Grantor's Trail Manager.
15. The Easement shall automatically terminate upon Grantee's abandonment of the Easement Area and shall automatically revert to and re-vest in the Grantor without reentry upon the abandonment of the use of the same for the utility purposes for which the Easement was granted or upon non-use of the same for a period of two years.
16. The Grantee assumes and agrees to protect, indemnify and save harmless the Grantor and its agents, officers and employees, from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any Trail or bodily injury including death, arising directly or indirectly:
- a. Out of the construction, installation, operation, maintenance, replacement, existence, use and repair of the underground gas line;
 - b. Out of any defect in the line or failure thereof;
 - c. Out of any act or omission of the Grantee, its agents or employees while on or about the Easement Area or any of Grantor's adjoining trail.
17. The Grantee shall provide general liability insurance including blanket contractual liability insurance and pollution liability insurance to be effective as the date of execution of this easement and naming both the State of Wisconsin Department of Natural Resources – Owner and Brown County – Trail Manager, along with their boards, commissions, agencies, officers, employees and representatives as additional insureds. The insurance shall be in the amount of \$3,000,000 single limit per occurrence including coverage of \$3,000,000 for bodily injury, including death, and property damage. The Grantee shall furnish the Trail Manager with a Certificate of Insurance showing that the insurance is provided during the period of this Agreement and any extension thereof. The Permittee shall also provide an endorsement guaranteeing the Owner and Trail Manager with thirty (30) days advance written notice of any change, cancellation or non-renewal during the term of the Agreement. This easement is conditioned upon the Owner and Trail Manager approval of the insurance policy.

18. Grantor agrees not to plant any trees within the Easement Area. The Grantor agrees that no structure or above ground improvements (not including trails, driveways, roadways or parking lots which are not prohibited), obstructions or impediments or whatever kind or nature will be constructed, placed, granted or allowed within the Easement Area. Except as otherwise allowed herein, the Grantor further agrees that the elevation of the existing ground surface of land within the Easement Area will not be altered by more than 6 inches without the prior written consent of the Grantee.
19. All notices or other writings this Easement requires to be given, or which may be given, to either party by the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, prepaid and addressed as follows:
 - a. To the Grantor: Department of Natural Resources NER Trail Coordinator, 2984 Shawano Ave, Green Bay WI, 54313. Phone Number: 920-662-5138.
 - b. To the Grantee: Robert Ernest, Manager, NEW Organic Digestion LLC, 2620 Development Drive, Green Bay, WI 54311. Phone number: 920-863-3043.
 - c. To the Trail Manager: Brown County Parks, 2024 Lakeview Drive, Suamico, WI 54173.
 - d. The address to which any notice, demand, or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.
20. The Grantor retains management, supervision and control over the Premises for the purpose of enforcing Chapter NR 45, Wis. Adm. Code governing the conduct of visitors to state lands and to provide for the protection of the natural resources, and pertinent state laws, when needed to protect the Premises or the general public.
21. Conveyance of this easement may be encumbered by federal or state railroad interest and subject to future restoration and reconstruction of the right-of-way for rail purposes consistent with Section 208 of the National Trails System Act Amendment of 1983, Publ. L. No. 98-11 (16 U.S.C. 1247(d)) and subject to reservations, exceptions and leases, agreements and permits authorized by the former railroad company or the Grantor prior to the execution of this easement. Grantor shall provide written notice of the necessity for the reestablishment of railroad. If there is a reestablishment of rail service, said easement can be terminated, or modified by the railroad company. Grantee shall (1) not materially change the grade or topography of the Easement Area; (2) not construct and install or remove any permanent improvement which violates American Railway Engineering and Maintenance-of-Way Association ("AREMA), or its successors, published practices and procedures or would make such reestablishment of railroad impracticable; and (3) not allow the installation of any facility, above or below grade that does not conform to AREMA's standards of clearances for railroad.
22. Grantor does not warrant that title to the Easement Area is free and clear of all encumbrances or that it has sole ownership or that it will defend the Grantee in its peaceful use and occupancy of the Trail.
23. This Easement shall be binding on the parties hereto and their respective successors and assigns.
24. This Easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
25. This Easement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Easement.
26. If any term or condition of this Easement shall be deemed invalid or unenforceable, the remainder of this

Easement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

27. Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Easement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

END OF CONDITIONS

DRAFT

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf this _____ day of _____, 2018.

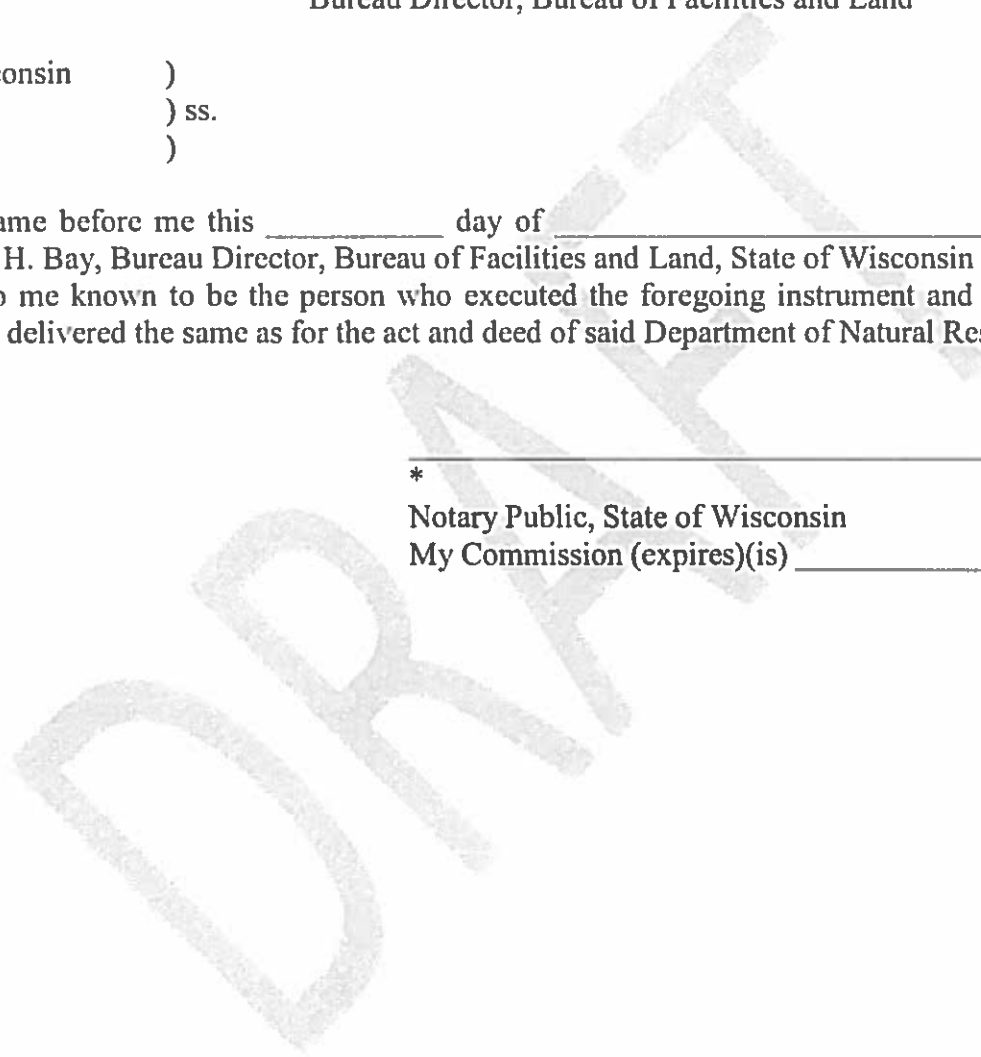
State of Wisconsin
Department of Natural Resources
For the Secretary

By _____ (SEAL)
Terry H. Bay
Bureau Director, Bureau of Facilities and Land

State of Wisconsin)
) ss.
Dane County)

Personally came before me this _____ day of _____, 2018, the above named Terry H. Bay, Bureau Director, Bureau of Facilities and Land, State of Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

*
Notary Public, State of Wisconsin
My Commission (expires)(is) _____



IN WITNESS WHEREOF the Grantee has agreed to and caused this Easement to be executed on its behalf this -
____ day _____, 2018.

Wisconsin Electric Power Company d/b/a WE Energies

By _____ (SEAL)
Robert Ernest, Agent
NEW Organic Digestion LLC

State of Wisconsin)
) ss.
Milwaukee County)

Personally appeared before me this _____ day of _____ 2018, the above named Robert Ernest to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

*
Notary Public, State of Wisconsin
My commission (expires) (is) _____

DRAFT

CONSENT TO EASEMENT

IN WITNESS WHEREOF, BROWN COUNTY, c/o Troy Streckenbach, County Executive, Northern Building, 305 E. Walnut St., Room 120, Green Bay, WI 54301, being the holder of an easement interest which is for the construction, operation and management of the Devil's River State Trail by virtue of said Easement between the State of Wisconsin Department of Natural Resources and Brown County recorded on June 13, 2007 as Document No. 2318574, Brown County Register of Deeds Office against said Premises, does hereby acknowledge, join in and consent to this Easement on this ____ day of _____, 2018.

BROWN COUNTY

By: _____ (SEAL)
Troy Streckenbach
Brown County Executive

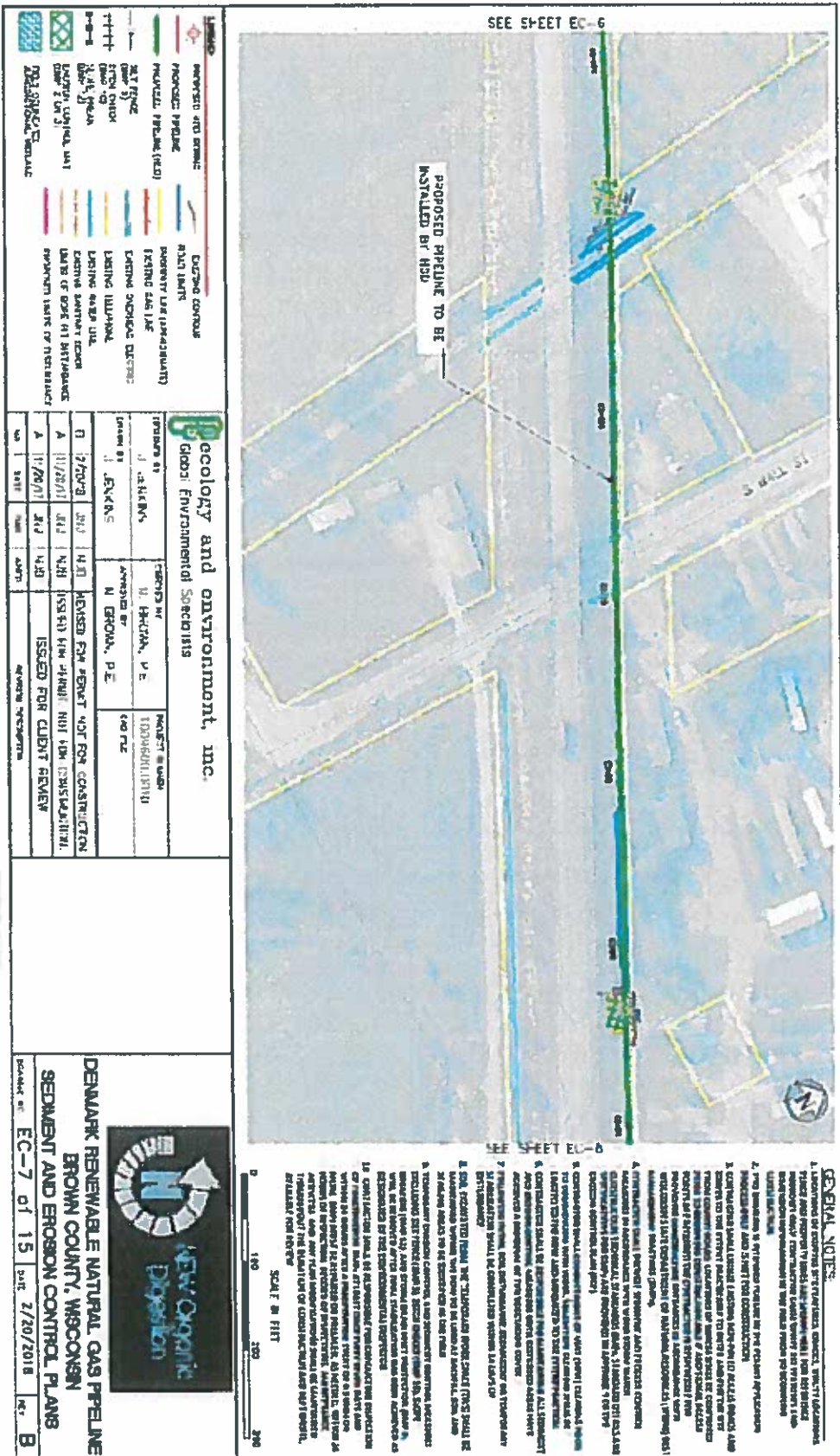
State of Wisconsin)
) ss.
County of Outagamie)

Personally came before me this _____ day of _____, 2018, the above named Troy Streckenbach, County Executive to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same.

*
Notary Public, State of Wisconsin
My Commission (expires)(is) _____.

This instrument drafted by:
State of Wisconsin
Department of Natural Resources

EXHIBIT "A"



ecology and environment, inc.
Good Environmental Solutions

DESIGNED BY J. SKENES	CHECKED BY M. BROWN, P.E.	PROJECT NUMBER 10000000000000000000
DRAWN BY J. SKENES	APPROVED BY M. BROWN, P.E.	DATE 2/20/2018
DATE 2/20/2018	SCALE AS SHOWN	REVISIONS ISSUED FOR CLIENT REVIEW



DENMARK RENEWABLE NATURAL GAS PIPELINE
BROWN COUNTY, WISCONSIN
SEDIMENT AND EROSION CONTROL PLANS
EC-7 of 15 DATE: 2/20/2018

