Document 20220990 BK: 2022 PG: 990

Recorded: 7/7/2022 at 2:20:10.0 PM County Recording Fee: \$32.00 Iowa E-Filing Fee: \$3.00 Combined Fee: \$35.00

Revenue Tax:

Debora VanBeest RECORDER

Osceola County, Iowa

EASEMENT AGREEMENT Recorder's Cover Sheet

Tax ID 130113044000

Preparer Information: Brightmark RNG Origination LLC

Attn: Jamie Wallace

1725 Montgomery Street, FL3 San Francisco, CA 94111-1018

Ph. 628-203-7345

Taxpayer Information: N/A

Return Document To: TRC Solutions

333 Norris Ct.

Waterloo, Iowa 50701 Ph. 281-543-8692

Grantor: Gordon Jettie Living Trust

Grantee: Brightmark RNG Origination LLC

Legal Description: See Easement

Document or instrument number of previously recorded documents: N/A

This Agreement Prepared by: Brightmark RNG Origination LLC 1725 Montgomery Street, FL 3 San Francisco, CA 94111-1018 +1 (415) 964-4411

Upon Recording Return to: TRC Companies Attn: Land and Right-of-Way 333 Norris Ct. Waterloo, Iowa 50701

Parcel ID #: 130113044000

GAS LINE EASEMENT

Gordon Jettie Living Trust, with an address at 8630 Woodvine Drive Hayden, ID 83835 (the "Grantor") hereby does sell, grant, and convey to BRIGHTMARK RNG ORIGINATION LLC, with an address at 1725 Montgomery Street, FL 3, San Francisco, CA 94111-1018 (the "Grantee") a permanent gas line easement under, through, and across Grantor's Property (as defined below).

The Grantor is the owner of real estate which is located in Osceola County, Iowa, and which is legally described as:

The East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section Thirty (30) Township Ninety-eight (98) North, Range Forty-one (41) West of the 5th P.M., Osceola County, Iowa ("Grantor's Property")

WHEREFORE, in consideration of joint and mutual promises, the parties enter into this Gas Line Easement on the following terms and conditions:

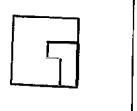
1. The Grantor hereby grants and conveys to the Grantee an easement which is 20 feet in width on Grantor's Property for the Grantee to own, construct, operate, service, maintain, repair, remove, and replace an underground gas pipeline for the transport of natural gas as shown on the attached Exhibit "A" (the "Easement Area"). During construction of the pipeline and any periods of service, maintenance, repair, replacement or removal, Grantee shall also have the rights to utilize additional temporary right-of-way area not to exceed 40 feet in width located

parallel and adjacent to the Easement Area.

- 2. The Grantor also grants to the Grantee an easement for the Grantee and its agents to come onto the Easement Area for the purpose of performing all necessary service, repairs and maintenance to the pipeline. Grantee shall after the performance of all necessary service, repairs, and maintenance restore the Easement Area to substantially the same condition which existed prior to any such service, repairs, or maintenance. Grantee shall also have the rights of ingress and egress across Grantor's Property to access the Easement Area.
- 3. The Grantee shall be entirely responsible for the cost of the construction and operation of the pipeline, as well as for all costs of service, repairs and maintenance of the pipeline.
- 4. The Grantee shall at all times use the pipeline in compliance with all pertinent federal, state, and county rules and regulations pertaining to natural gas pipelines.
- 5. The Grantee shall in all other respects interfere as little as possible with the Grantor's farming operation being conducted on the Easement Area. The Grantee shall be responsible to the Grantor for any and all damages to the Grantor's Property and/or for any crop loss suffered by the Grantor as a result of damages caused by the operation of the pipeline which is to be constructed and maintained by the Grantee and its subsequent operation of said pipeline.
- 6. The Grantor shall use and maintain the Easement Area in such a manner so as not to interfere, or to interfere as little as reasonably possible with the functioning of the pipeline of the Grantee.
- 7. Prior to the Grantee entering onto the Grantor's Property for making any repairs and/or maintenance to the pipeline it shall inform the Grantor of the same by giving 24-hour's notice of its intent to do so, except for cases of emergency, when reasonable notice must be given by the Grantee to the Grantor.
- 8. This easement shall remain in effect for so long as the Grantee, or its successors in interest, is operating the pipeline on the Grantor's Property. In the event that the Grantee, or its successor in interest, ceases to operate the pipeline on the Grantor's Property for a period of five (5) consecutive years, Grantor and/or its successors in interest, shall have the right to file a document in the Osceola County Recorder's office which refers to this Gas Line Easement and which recites that according to its terms it is terminating the easement, after which this Gas Line Easement shall be of no further force and effect. In addition, this Gas Line Easement may be terminated or revoked by a written agreement of both parties and/or their respective successors in interest.
- 9. This easement shall run with the title to Grantor's Property and shall be revoked or terminated only pursuant to the provisions of Paragraph 8, above.

DATED this 20 day of april	, 2022.
GRANTOR(S)	
SIGNATURE JOAN JETTIE	
PRINTED NAME	
TITLE	
ACKNOWLEDG	∕I E N T
State of Idako	
County of Kootenni	
This record was acknowledged before me on this	day of
JUSTIN HUNTER	Signature of notarial officer
COMMISSION NUMBER 60361 NOTARY PUBLIC State of idaho My Commission Expires 09/28/2024	Title: Notary Public My commission expires: September 28 14 2024

Exhibit "A"

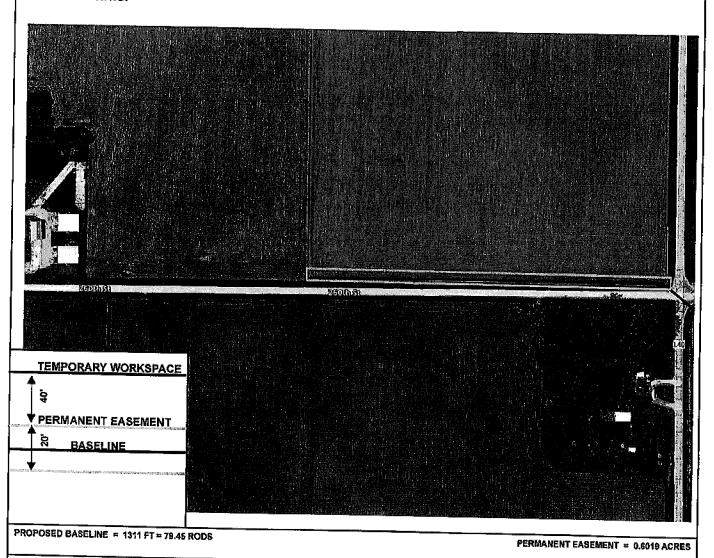


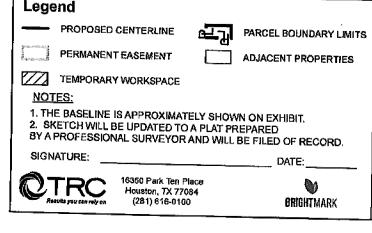
SEC 30 TWN 98N RNG 41W VICINITY MAP N.T.S.

PRELIMINARY EXHIBIT "A" PROPOSED PIPELINE EASEMENT

SEC 30 TWN 98N RNG 41W SE1/4 SE1/4 "South 120" LESS TR OSCEOLA COUNTY, IOWA







DRAWN BY:	Brightmark	BRIGHTMARK ENERGY SANBORN
CHECKED BY	TRC	
MAP DATE:	6/8/2021	PARCEL ID: 130113044000
SCALE: 1 id	nch = 150 '	
REV NO.	DATE	DESCRIPTION
Α	6/8/2021	UPDATE ROUTE