DEVELOPMENT AGREEMENT – CHS OILSEED PROCESSING, LLC

This Development Agreement ("Agreement") is made this ____ day of _____, 2024, between the City of Evansville, a Wisconsin municipal corporation of the State of Wisconsin, located in Rock County ("the City") and CHS Oilseed Processing LLC, Delaware limited liability company ("Developer"). The City and CHS may be individually referred to as a "Party" and collectively identified here as "the Parties" to this Agreement.

WHEREAS, Developer owns or is anticipated to purchase approximately 331.89 acres of land in the City of Evansville that is legally described in **Exhibit A** and comprised of proposed Lots 1 and 2 of the CSM defined below (the "Land");

WHEREAS, Lot 1 of the Land is zoned I-2 Heavy Industrial;

WHEREAS, Developer desires to develop a portion of the Land for an agricultural service use to be known as the CHS Soybean Processing Facility (also referred to as the "Project", as more fully described below);

WHEREAS, on August 1, 2023, the City of Evansville Plan Commission approved a conditional use permit for the Project subject to certain conditions;

WHEREAS, on August 8, 2023, the City of Evansville Common Council approved a preliminary certified survey map reconfiguring the Land ("CSM") to accommodate the Project within Lot 1 of the CSM, subject to certain conditions;

WHEREAS, on September 5, 2023, the City of Evansville's Plan Commission approved a site plan application for the Project subject to certain conditions;

WHEREAS, on September 12, 2023, the City of Evansville Common Council approved an annexation petition, comprehensive plan amendment application, and rezoning application for the Project subject to certain conditions;

WHEREAS, the City of Evansville Plan Commission reviewed and recommended approval of and the City Council has reviewed and approved this Agreement to establish the terms and conditions for certain public improvements necessary to serve the Project and tax incremental financing to assist the Project;

WHEREAS, the City has approved establishing Tax Incremental District No. 10 (the "District") through action of the City of Evansville Plan Commission and the City of Evansville Common Council, and as further approved through action of the Joint Review Board, subject only to final Wisconsin Department of Revenue certification;

WHEREAS, the City is authorized under Section 66.1105(3)(e) of the Wisconsin Statutes to enter into an agreement to implement the provisions and effectuate the purposes of the District

plan as approved ("District Plan");

WHEREAS, the City is also authorized, under Section 66.1105 of the Wisconsin Statutes and the District Plan, to provide Project incentives and/or pay for municipal improvements, infrastructure or other project costs, to be reimbursed from the tax increments generated from the Project; and

WHEREAS, the City finds and determines that private development of the Project is consistent with the public purposes, plans and objectives set forth in the District Plan, and expenditures by the City would act as an inducement for the private development of the Project, thereby making more likely accomplishment of the public purpose objectives set forth in the District Plan and the overall objectives of the City and would provide employment and expand the tax base of the City;

NOW, THEREFORE, in consideration of the recitals, the terms and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1. PROJECT AND BASIC TERMS

A. Project

The Developer agrees to construct and install on the portion of the Land which is to become Lot 1 of the CSM various industrial buildings for soybean processing and storage and other related agri-business operations, inclusive of a dry mill, grain dryer, soybean processing facility, oilseed refinery, and related structures, as depicted on the preliminary site plan which is attached and incorporated as **Exhibit B** to this Agreement (collectively, the "Project"). The portion of the Land to become Lot 1 of the CSM and the Project improvements shall be referred to as the "Property." All structures and other improvements shall be designed and constructed in conformance with all applicable building and other State, County and City of Evansville statutes, regulations, rules and ordinances (collectively, "Laws"). In addition, all structures, improvements and landscaping shall be designed and constructed to present appropriate visual aesthetics consistent with the terms of this Agreement and conforming to (1) the Approved Plans, approved by the City of Evansville in accordance with the following Section 1.B., and (2) building construction plans approved by the State of Wisconsin. No phase or portion of the Project shall be deemed to have been completed or placed into service or used for industrial operation prior to final inspection and the issuance of an occupancy or other operational permits from the State of Wisconsin and/or City of Evansville.

B. Design Plans

The Developer shall not commence construction or place any structure, improvement or landscaping on the Land until design plans have been approved in writing by the City for each applicable portion of the Project ("Approved Plans"). All design plans shall be prepared in sufficient detail to establish compliance with all Laws, and also with the terms of this Agreement. Once approved, the Developer shall fully comply with all Approved Plans, or pursuant to approval of any changes to the plans which shall be reviewed and approved by the City pursuant to applicable Laws or as otherwise mutually agreed by the Parties in a written amendment to this Agreement (and upon such approval, such change shall be deemed part of the Approved Plans).

The City acknowledges the plans set forth at **Exhibit B** have been previously approved by the City as part of the site plan and zoning process, as evidenced by the Site Plan Record of Decision Letter at **Exhibit G**, and are deemed Approved Plans. Any changes to the Approved Plans are subject to review and approval by the City in accordance with its applicable zoning and site plan review ordinances. Developer acknowledges approval of the Approved Plans for zoning and site plan review purposes does not constitute any deemed approval of any other Project plans which require separate approval, such as building plans (including elevations) required for building permit issuance or stormwater management plans, which are still subject to review and approval in accordance with applicable local and state Laws.

C. Timing

The Developer's obligations under this Agreement are conditioned and contingent upon completion or satisfaction of all of the following conditions precedent being met or satisfied: (1) Developer acquiring title to the Land, (2) the CSM creating the legal parcel corresponding to the Project having been approved, executed and recorded, (3) the first building permit needed for the Project is issued by the State of Wisconsin or the City, as applicable, and (4) the Board of Directors of Developer (or its controlling parent company) have approved proceeding with the Project. Developer shall immediately notify the City once all of the foregoing conditions precedent have been met and the date of the notice shall be deemed the "Commencement Date". In the event any of the foregoing conditions precedent are not met or satisfied, the Developer shall have the right to terminate this Agreement by written notice to the City. If the notice referenced above, which is defined as establishing the "Commencement Date," is not given on or before July 1, 2026, the City shall have the right to terminate this agreement by written notice to the Developer.

From the date of the execution of this Agreement until completion of the Project, the Developer shall personally appear before the City Council at least quarterly, and at other times as reasonably required by the City, to provide an update regarding the progress of the Project.

D. Local Contractors

The Developer will provide equitable opportunity for local contractors to bid on and compete for subcontracting or other work created by the Project.

E. Signage

The Developer, at the time construction commences, shall erect a sign at the corner of County Road M and State Highway 14 and Weary Road and State Highway 14. Said signs will be consistent with the City's Ordinances and any other applicable Laws and shall be approved by the City. The signs shall depict project renderings from respective locations and shall acknowledge the project involvement by the City and acknowledge the collaboration, through use of approved logos and names, with entities including but not limited to Rock County Economic Development, WEDC, and Union Pacific Railroad.

F. Progress Reports

1. The Developer agrees to keep the City apprised of the status of any required construction and/or operating approvals and entitlement processes required by the State of Wisconsin and/or the Federal Government. The Developer will provide documentation regarding such status upon City request.

2. The Developer agrees to keep the City apprised of the status of any applications submitted for private utility services. The Developer will provide documentation regarding such status upon City request.
3. The Developer agrees to keep the City apprised of the status of any railroad service applications submitted to the Union Pacific Railroad. The Developer will provide documentation regarding status upon City request.
4. The Developer agrees to keep the City apprised of the status of any construction and/or operational equipment/machinery purchase orders which require extended lead-times exceeding 24-months. The Developer will provide documentation regarding such status upon City request.

G. Preliminary Site Preparation

The Developer agrees to begin preliminary site preparation work on the Project within 120 days following the Commencement Date. Preliminary site work may include onsite, surface-level land clearing and shaping activities which are associated with the Project's boundaries and building locations; or infrastructure/transportation work; or perimeter fencing; railroad loop-track work; and similar site clearing and preparation activities. Preliminary site work, however, shall not require and does not include any footing or foundation preparatory activities. During each 30-day interval of this entire 120-day period, Developer agrees to provide the City with a written progress update, made on the Developer's approved and official company letterhead (or that of its parent company). This 120-day preliminary site preparation period may be extended, by City Staff approval of Developer request, said approval not to be unreasonably withheld, for two (2) additional ninety (90)- day periods.

H. Construction Activities.

The Developer shall, on its own and/or in collaboration with the City, shall use commercially reasonable efforts engage in construction activities, on-site or off-site, that minimize the impact of construction upon neighboring businesses and residences, particularly along the County Road M and US Highway 14 corridors.

I. Real Estate Purchase.

The Developer shall use its best efforts to complete purchase of the Land and record the CSM on or before July 31, 2024.

ARTICLE 2. REAL ESTATE VALUE

A. Guaranteed Property Valuation

Subject to the commencement of construction as set forth in Section 1.C. above, the Developer shall construct the Project, at the Developer's sole cost, so that the Property achieves the Guaranteed Tax Valuation as set forth below or, alternatively if the Guaranteed Tax Value is not met in any year, payment of the Shortfall Payment under Section 2.D below.

B. Guaranteed Tax Value Defined

In this Agreement, "Guaranteed Tax Value" shall mean the minimum incremental value of the Property for the applicable tax year, as specified in this Agreement.

C. Guaranteed Tax Values

1. For tax assessment year 2025 (due in calendar year 2026), the Guaranteed Tax Value for the Property shall be at least Nine Million Nine Hundred Thousand Dollars ($9,900,000.00).
2. For tax assessment year 2026 (due in calendar year 2027), the Guaranteed Tax Value for the Property shall be at least Sixty-One Million Seven Hundred Ten Thousand Dollars ($61,710,000.00).
3. For tax assessment year 2027 (due in calendar year 2028) and beyond, the Guaranteed Tax Value for the Property shall be at least One Hundred Ten Million Dollars ($110,000,000.00).

D. Payment of Real Estate Taxes

The Developer shall pay all personal property taxes, real estate taxes, special assessments and special changes (hereinafter "taxes") for the Property when due. In any year in which the actual equalized incremental value of the Property is less than the Guaranteed Tax Value for that year, then the Developer shall pay, in addition to any required taxes, an additional payment to make up the City's portion of the shortfall ("Shortfall Payment"), in an amount equal to fifteen percent (15%) of the following: the applicable tax mill rate for the Tax Incremental Finance District that year multiplied by the difference between the actual equalized incremental value of the Property and the Guaranteed Tax Value for the Property for that year.

By way of example, if the equalized incremental value for tax year 2025 (tax revenue collected in 2026) is $9,000,000 and the Guaranteed Tax Value for that year is $9,900,000, then, in addition to paying all taxes for that year, the Developer shall also make a Shortfall Payment to the City that is equal to $900,000 multiplied by the interim (tax) rate for that year, as calculated on the PC-202 Tax Increment Calculation Worksheet (Column C). [i.e., if the interim (tax) rate for 2025 is $17.00 per thousand of incremental value, the Shortfall Payment due is $2,295 = 15% x $15,300 ($900,000 x $17.00 /1,000)].

Any Shortfall Payment required under this Agreement shall be due and payable at the same time and in the same manner as real estate taxes are due and payable for such year provided the City provides written notice to Developer of the amount of Shortfall Payment that is due at the same time as the real estate tax bill is sent to Developer; otherwise, any Shortfall Payment shall be due within thirty (30) days of the date Developer receives written notice of the amount from the City. The Property's failure to be assessed at a value of at least the Guaranteed Tax Value shall not be deemed to be default of this Agreement so long as Developer timely pays any Shortfall Payment due hereunder.

E. No Limitation on Tax Assessment Process

The Parties each understand and agree the provision for payment of a minimum TIF Increment for the Property shall not in any way bind the City Assessor, or Wisconsin Department of Revenue Assessor in the assessment and appraisal of the Property, and the City Assessor, or Wisconsin Department of Revenue Assessor will arrive at an assessed value of the Property based solely on the reasonable application of applicable real estate tax Laws and rates in effect from time to time. Nothing in this Agreement shall limit or impair any statutory rights of the City with respect to the

assessment, levy, priority, collection and/or enforcement of any taxes. Nothing in this Agreement shall limit or impair the Developer's rights to appeal any valuation or assessment of the Project, although such appeal shall have no effect on the determination of the Guaranteed Tax Value under this Agreement.

ARTICLE 3. TAX INCREMENT FINANCING

A. Incentive Structure and Payment Schedule

1. PAYGO. The City shall provide a Tax Increment Financing (TIF) incentive as a pay-as-you-go (PAYGO) obligation of the City. Developer shall be responsible to incur and pay all costs and expenses of constructing the Project. Subject to Developer paying the taxes due on the Property and making any required Shortfall Payment, the City shall make annual payments (the "TIF Payment(s)") to the Developer from the tax increment, as that term is defined in section 66.1105(2)(i)1, Wis. Stats., generated by the Property as determined by the City in accordance with section 66.1105 Wis. Stats.
2. Incremental Property Value. The equalized value of the Property shall be determined on January 1 of each tax year and shall be compared to the equalized value of the Property as of January 1 of the year in which construction commenced. The difference in equalized values shall be known as the "Incremental Property Value".
3. Available TIF Increment. Incremental Property Value multiplied by interim (tax) Rate, as calculated on the PC-202 Tax Increment Worksheet (Column F – Tax Increment), shall be known as the "Available TIF Increment".
4. PAYGO Reimbursement; Payment Schedule. TIF Payments will be payable to Developer for each applicable tax (calendar) year in the year following the year of the Available TIF Increment determination, payable to Developer by September 1st of the same year in which Developer pays the applicable property taxes, after Developer has provided proof to the City, submitted to the City's notice address in Section 11.L. below, of the full payment of the taxes against the Property for the previous year (such proof generally being copies of tax/assessment bills and copies of ACH/EFT transfers or check copies, or other reasonable evidence of the payment). For example, if construction commences in 2024 and the first Available TIF Increment is determined as of January 1, 2025, property taxes for 2025 would be payable in 2026 and the TIF Payment would first be payable on or before September 1, 2026.

B. Monetary Limitation

The TIF Payments made by the City shall be equal to eighty-five percent (85%) of the Available TIF Increment of the Property.

C. Tax Incentive Cap

Developer shall be entitled to TIF Payments up to a maximum of fifty-five million dollars ($55,000,000). In addition, and notwithstanding the foregoing, the Developer shall be entitled to an additional twenty million dollars ($20,000,000) in TIF Payments (for a total of $75,000,000 in TIF Payments) if (1) the Project is completed, an occupancy permit issued and the Project is fully operational by September 1, 2027, which date is subject to reasonable extension in the case of

Force Majeure (as defined in Section 11.B.) and (2) the final Guaranteed Tax Value in Article 2, Section C.3. is achieved by the foregoing date (subject to reasonable extension in the case of Force Majeure). In any case, the City shall not be obligated to pay TIF Payments in excess of seventy-five million dollars ($75,000,000.00) in total. So long as the City has timely and fully made all required TIF Payments hereunder, and if the TIF Payments have not reached the foregoing limit(s), the City shall have no further obligation to make payments.

D. Temporal Limitation; No General Obligation of City

The City's obligation to make TIF Payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. Only the TIF Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to make the TIF Payments. In no event shall TIF Payments continue after the termination date of the TID or after the Term of this Agreement provided, however, the City shall not take any affirmative action to close the TID prior to the date upon which the TID is required to terminate in accordance with Wis. Stats. § 66.1105 (the "TID Closure Date"), nor shall the City fail or omit to do or act which may result in closure of the TID prior to the TID Closure Date. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the available TIF Increment received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the available TIF Increment.

E. Other Grants and Credits

The City, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as it shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City makes no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

ARTICLE 4. ENVIRONMENTAL PROTECTION AND MONITORING.

A. Environmental Protection as a Material Term

Each of the Parties acknowledge that protection of the environment, protecting the health and safety of City of Evansville community residents and maintaining an environmentally safe workplace is a material inducement for the City to enter into this Agreement. Accordingly, Developer agrees the Project site at all times during construction and operation shall obtain and maintain all approvals and permits required by State and Federal environmental and public health and safety Laws that apply to the Project and the Developer, including with regard to the matters listed below. To the extent there is any conflict or inconsistency among the standards described in this section (including references to City ordinances and standards), the applicable State or Federal Laws, and approvals and permits issued pursuant to such Laws, shall govern and control.

1. Air Emissions and Air Permit(s): The Developer shall at all times comply with any applicable State and Federal emissions Laws, including the performance standards established by Wisconsin Department of Natural Resources ("WDNR") and as may be

incorporated into any approvals or permits issued by WDNR to the Developer or in connection with the Project. To the extent not in conflict with WDNR performance standards and permits, Developer shall comply with the standards in effect as of the date of Developer's zoning applications to the City, as set forth in Section 130-232 of the Evansville Zoning Code, as they relate to smoke, dust, and particulate matter within the City of Evansville. The Developer shall not commence operation of any portion of the Project until it has notified the City in writing that it has obtained all required air permits from the WDNR or has been informed by the WDNR that no such permits are necessary. In addition, the Developer shall not commence construction, as defined by the Federal Environmental Protection Agency [i.e., 40 C.F.R. Part 52.21(b)(11)], on any portion of the Project prior to submitting a detailed dust control and mitigation plan prepared in accordance with applicable WDNR regulations and standards. The Developer shall at all times comply with the provisions of any WNDR required and approved dust control and mitigation plan. So long as applicable to the Developer and the Project, the Developer shall at all times observe and comply with (1) the ambient air quality standards for particulate matter in Wis. Admin. Code § NR 404.04(8) and (9), and (2) control of fugitive dust as provided in Wis. Admin. Code § NR 415.04.

2. Glare and Heat, Noise, and Vibration: The Developer shall at all times comply with the applicable performance standards in effect as of the date of Developer's zoning applications to the City, as set forth in Sections 130-234, 130-236, and 130-239 of the Evansville Zoning Code, as they relate to glare and heat, noise, and vibrations occurring due to the construction and/or operation of the Project, to the extent applicable to the Developer and the Project.

3. Odor: The Developer shall at all times comply with the applicable performance standards in effect as of the date of Developer's zoning applications to the City, as set forth in Section 130-237 of the Evansville Zoning Code, as they relate to odor emissions, to the extent applicable to the Developer and the Project. As used in this Agreement, an odor shall be conclusively deemed "objectionable" when the WDNR, after conducting an investigation pursuant to Wis. Admin. Code § NR 429.03, issues a written decision that the odor is objectionable.

4. Chemical Use and Storage: The Developer shall utilize and store chemicals in compliance with all applicable Laws including, without limitation, those promulgated by the Wisconsin Department of Agriculture, Trade & Consumer Protection (DATCP) and the WDNR. Upon the City's request, Developer shall provide the City copies of any list (or a SDS) of any substances it will use or store onsite during Project construction or operation that are toxic, corrosive, flammable, irritants, strong sensitizers, or explosives, which Developer is required to prepare and maintain under applicable Laws, including pursuant to Wis. Stat. § 299.01(6), or that are regulated as hazardous, extremely hazardous, or toxic substances, or are subject to reporting requirements under, the federal Emergency Planning and Community Right-to-Know Act Sections 302 and 313, the Comprehensive Environmental Response, Compensation, and Liability Act, 40 C.F.R. 302.4, or under Section 112(r) of the Clean Air Act.

5. Water Discharge: The Developer shall contemporaneously notify the City in writing of any permit application it files with the WDNR to discharge pollutants to waters of the state from any point source under Wis. Stat. § 283.31 and shall provide the City with a copy of any

permit it receives.

6. Erosion Control: The Developer shall comply with applicable State and Federal Laws relating to erosion control and also the standards in effect as of the date of Developer's zoning applications to the City set forth in in Chapter 48 of the City Evansville Municipal Code as pertains to Erosion Control, to the extent not inconsistent with State and Federal standards.
7. Public Nuisance: The Developer shall not cause a public nuisance within the meaning of Article IV of Chapter 46 of the City of Evansville Municipal Code.
8. Other Potential Hazards: The Developer shall prepare or, as applicable, update, an Emergency Preparedness and Response Plan, if and to the extent required by the federal Occupational Safety and Health Administration ("OSHA"), for potential emergencies, including those from fire, explosion, severe weather, third party threats, and spills. The Emergency Preparedness and Response Plan, if required by OSHA, shall comply with any applicable Laws. The Plan, if required by OSHA, shall be provided to the City prior to construction of the Project, and periodically updated based on the staging and phasing of construction of the Project. The City may require that the Developer provide specialized training or resources to local first responders if and only to the extent reasonably necessary to address unique risks presented by the facility, which the Developer shall provide at its sole expense.

B. Monitoring and Reporting

The Developer agrees that it will comply with all applicable monitoring requirements required under any State and Federal Laws and will make the results of these monitoring activities available to the City when monitoring results are above any applicable regulatory standard, upon the City's request. Such reports or results shall include, without limitation, any monitoring reports (such as air quality monitoring, surface water quality monitoring, or groundwater quality monitoring or sampling) submitted to any State of Federal agency with jurisdiction over environmental matters and any weights and measures rules and regulations administered by the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP).

C. Notification

Upon the City's request, the Developer shall provide the City with copies of: (1) any WNDR permits, including any formal WDNR correspondence related to those permits, and (2) copies of all written complaints it receives from any local area resident (resident not necessarily limited to those who live within the City of Evansville corporate boundary) or person who works within the City related to smoke, dust, particulate emissions, sound, vibration, glare, odor, chemical use and storage, runoff, trash, and any other environmental hazards. The City shall maintain a record of all complaints received related to smoke, dust, particulate emissions, sound, vibration, glare, odor, chemical use and storage, runoff, trash, and any other environmental hazard, and the City shall provide copies to Developer upon Developer's request.

D. Remediation

In the event of any unplanned or unauthorized discharge of a regulated, hazardous, or toxic substance from Project construction or operation, the Developer shall promptly and without delay follow all applicable State and Federal Laws for reporting and remediation including, but not

limited to, Wis. Stat. § 292.11 (i.e., Wisconsin Sills Law) and its implementing regulations. The Developer agrees to notify the City in writing of any discharge which is reportable to WDNR under the Wisconsin Spills Law and agrees that the City is not a responsible party for any contamination resulting from any construction or operation of any portion of the Project unless and only to the extent caused by the City, its officers, employees, agents or contractors. Notwithstanding anything to the contrary in this Article 4, Developer shall not be in breach or default of this Agreement in the event of Developer's or the Project's failure to meet or comply with the requirements and provisions of this Article 4 so long as Developer takes all reasonable steps to cure or correct any such failure as and when required by applicable State and Federal environmental Laws.

E. Protections

The Developer shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts)(collectively, "Claims") with respect to the presence or suspected presence of any toxic or hazardous substances and any environmental complaint or issue to the extent arising from or related to any activity occurring by reason of the Developer's ownership or use of the Property. Without limiting the generality of the foregoing, the indemnification by the Developer and the term "Claims" shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required under applicable environmental Laws by any state or federal agencies because of the presence or suspected presence of toxic or hazardous substances and any environmental complaint or issue on or under the real property, whether in the soil, groundwater, air or any other receptor. Nothing herein shall require the Developer to indemnify, defend or hold the City or its officers, employees, agents or contractors harmless for or related to any Claims caused by any of the foregoing or for or related to any Claims which do not arise or relate to Developer's ownership or use of the Property.

ARTICLE 5. COOPERATIVE TRANSPORTATION PLAN

Each of the Parties acknowledge that traffic control and a viable transportation plan for the Project is essential to enhance the commercial operations of the Developer, and for the safe and convenient management of traffic flow to and from the Property for all users of roadways adjacent to the Property. The Parties each acknowledge that reliance on this estimate (contained within the study referenced below) by the City is a material inducement for the City to enter into this Agreement with the Developer. The Developer estimates that, after completion of the Project, its commercial operations will generate inbound and outbound vehicular and rail car traffic as specified in the Project Orange Traffic Study prepared by Josh Woller of SEH, Inc., dated November 28, 2023. The Developer shall at all times use commercially reasonable efforts to effectively manage its commercial operations so as to avoid, to the extent reasonably practicable, traffic congestion in and around the Property and traffic routing through the City of Evansville.

ARTICLE 6. PUBLIC IMPROVEMENTS AND PROJECT INFRASTRUCTURE

A. Description of Public Improvements and Project Infrastructure

The parties acknowledge that the Project will require the installation of certain public improvement and utility and other infrastructure (collectively, "Project Infrastructure"). Each party's responsibility for construction of and payment for each item of Project Infrastructure is set forth on the attached **Exhibit D**. Developer shall file with the City Clerk's office, a complete set of the

plans and specifications for portions of the Project Infrastructure which are to be completed by Developer in connection with the Project, as listed and generally described on the attached **Exhibit D**, which plans and specifications shall be approved by the City Engineer in accordance with applicable Laws ("Infrastructure Plans and Specifications"). Once approved by the City Engineer, the Developer shall construct the applicable Project Infrastructure in accordance with the approved Infrastructure Plans and Specifications and otherwise in accordance with applicable Laws in effect at the time of construction. In addition, the following provisions shall apply with respect to certain specific Project Infrastructure items:

1. Storm Water Management. Prior to commencing construction of the Project, Developer shall (a) submit to the City a stormwater plan and maintenance agreement for stormwater facilities in accordance with Chapter 104 of the City of Evansville Municipal Code (collectively, "SWMA"), (b) provide the City with a copy of any stormwater Notice of Intent and plans for stormwater and erosion control that it submits to the WDNR, and (c) fully comply and maintain compliance with applicable Laws with respect to storm water quality, storm water management, and weed and erosion control.

2. Electric Service. The Developer shall receive electric service through the City's utility, Evansville Water and Light ("EWL"). Electric service will require a deposit as specified in the separate Substation Agreement between Developer and EWL.

3. Water. Developer and City agree that the Project site will only use City water for domestic (potable) uses on site. Developer shall maintain an emergency supply of water on site from a fire/life safety tank which will be made available for use by firefighting and other professionals responding to calls/emergencies on-site. The City will allow use of a private high-capacity well on site provided that, to ensure any high capacity well does not impose adverse impacts on neighboring properties and the City's own water supply, any high capacity well shall meet (1) the standards of Section 126-202 of the City of Evansville Municipal Code, and (2) all applicable Laws in regard to evaluating and obtaining any required WDNR or other agency approvals or permits necessary for a high-capacity well. To the extent of any conflict or inconsistency between the City's code and WDNR regulations and standards, the WDNR regulations and standards shall govern and control. In addition, in the event of a malfunction or other issue with Developer's water distribution and storage systems, the City shall allow Developer to use domestic water supply at the rate of 350 gallons per minute for a duration of up to two (2) weeks, for a maximum of two (2) events per year (or up to a maximum of four (4) weeks per year). The terms in this subsection 3 may be modified or superseded by a separate water agreement entered into separately by the parties, to address the possibility of cost sharing for an additional well that may benefit both parties.

4. Wastewater. The onsite wastewater pre-treatment facility to be constructed by Developer shall be capable of processing wastewater from the Project to normal domestic strength, as defined by Section 126-271 of the City of Evansville Municipal Code, before it enters the City's wastewater conveyances. In addition to the obligation to construct the Wastewater Project Infrastructure allocated to Developer as part of the Project Infrastructure, the Developer shall also be required to pay any applicable connection fee to the City wastewater system, in accordance with the rates customarily charged by the City, payable at the time connection is made. The Developer will apply for a Wastewater Discharge Permit pursuant to the requirements of Chapter 126 of the Evansville code of ordinances.

If said permit is issued, the Developer shall comply with all of the requirements of the permit. No discharge will be allowed without an approved Wastewater Discharge Permit and failure of the Developer to obtain a Wastewater Discharge Permit will constitute a default under this Agreement, following applicable notice and cure periods in this Agreement or the permit, as applicable. If such a permit is issued, a violation of the terms, conditions and/or requirements of that permit is a default under this Agreement, following applicable notice and cure periods in this Agreement or the permit, as applicable.

5. Landscaping and Recreational Trail. The Developer shall have the option to either construct and install the following described Recreational Trail Work or make a payment in the amount of Four Hundred Thousand Dollars ($400,000) to the City, and the City shall construct and install the Recreation Trail Work. The Recreational Trail Work shall include: (a) a 10-foot wide paved asphalt recreational trail, to be designed and included within the Infrastructure Plans and Specifications if Developer elects to construct (estimated value of $320,000), and (b) plant street trees along the recreational trail and along County M (estimated value of $80,000), as generally described and depicted in the landscape plans set forth at **Exhibit C**, which landscape plans are part of the Approved Plans. The Developer acknowledges it shall, to the best of its ability and contingent on the health of the trees, maintain the existing row of mature trees along Weary Road near the intersection of Weary Road and US Highway 14. Regardless of which party performs the Recreation Trail Work, it shall be completed at the earlier of (i) final completion of the entire Project, or (ii) December 31, 2030. The City acknowledges the Recreational Trail Work has a value of 60,000 landscape points and, therefore, satisfies the corresponding conditions set by City of Evansville Plan Commission on September 5, 2023 [i.e., the City finds the Recreational Trail Work satisfies the exceptions to the City's landscape requirements in Section 130-263(g) of the City of Evansville Municipal Code]. The Developer will grant the City a temporary construction and permanent easement for the "Bike Path" as identified in **Exhibit E**.

B. Utility Extensions

Upon accrual of sufficient tax increment from the District and completion of its Project Infrastructure related to the Project described above, the City shall install, at its own expense, sewer and water main extensions within the public utility easements to be located on the Property pursuant to the mutually approved easement agreements between the parties, to be executed and recorded in the forms set forth in the attached **Exhibit E**, as soon as reasonably practicable after Developer acquires title to the entirety of the Land and recording of the CSM. The Developer and the City will cooperate in establishing, executing, and recording a future easement for future utility, multi-use trail and transportation infrastructure on adjacent property owned by Developer or its affiliate, which is Lot 2 of the CSM, generally on the terms and conditions set forth in **Exhibit E**, and which is anticipated to be of the size and locations depicted in **Exhibit F**, provided, however, the final size, location and configuration shall be adjusted to accommodate Developer's or its successors development of the adjacent property. The need for this easement is likely to coincide with the development of Lot 2 of the CSM.

C. Union Pacific Railroad

The City understands that the Developer and the Union Pacific Railroad are collaboratively managing plans for and are solely responsible for any rail line, track installation, and crossing and other related rail improvements as part of this Project.

D. Alternative Energy Generation

The City understands that the Developer is currently contemplating the installation of a customer-owned generation system on-site that would be interconnected to the distribution system of Evansville Water and Light. Although such a system has not been planned as of the date of the execution of this Agreement, the parties agree that the planning, development and implementation of any such system in the future will be subject to regulation by local zoning authorities, the Public Service Commission of Wisconsin, the City's obligations under its long-term power supply contract with WPPI Energy, and reasonable operational limitations that may be imposed by Evansville Water and Light.

ARTICLE 7. USE AND DECOMMISSIONING OF FACILITIES

A. Non-Use, Reuse and Decommissioning

If the Developer desires to cease to use any material portion of the Project for the commercial purpose intended at any time during the 30-year period after the date of this Agreement, Developer (or the successor to Developer) shall notify the City in writing and the parties shall thereafter mutually agree to a plan for the Developer, at its sole expense, to either decommission the facility within a reasonable amount of time or to repurpose or market for sale the buildings, structures and fixtures for uses permissible under the City's zoning ordinances, applicable Laws or as the parties may otherwise agree. The plan for decommissioning, if applicable, shall include, without limitation, removal or remediation of any environmental contaminants on the Property that were placed, stored or released on the Property by Developer that are no longer used by the Developer as part of its commercial operations to the extent removal or remediation is required by State or Federal Laws. Nothing herein shall obligate Developer (or its successor) to decommission the Project, or any portion thereof, if the Project may be reused and repurposed for another use that is permissible under the City's zoning ordinances and/or applicable Laws.

B. Taxable Entity; Payment in Lieu of Taxes

The City has entered into this Agreement with the Developer on the basis that the Developer is not a 501(c)(3) or other non-profit or charitable entity with tax exempt status (collectively, a "Tax Exempt Entity"). The Developer warrants it shall not sell or transfer the Project to a Tax Exempt Entity during the Term of this Agreement, and it shall be a condition of this Agreement that ownership of any portion of the Property may not be transferred to a Tax Exempt Entity unless, prior to such transfer, a written agreement is executed between the transferee and the City providing for an annual payment to the City in lieu of real estate taxes in an amount not less than the required payments due under this Agreement. This provision shall remain in effect until the lawful termination or closure of the District.

ARTICLE 8. INSURANCE AND ASSUMPTION OF RISK

A. Required Insurance

The Developer, its contractors, lessees, successors and assigns, shall, at all times during its ownership of the Property, purchase or cause to be purchased and continuously maintained in effect, insurance against risk of loss, casualty events and liability as are customarily insured against in Projects of like size and character including, but not limited to: commercial general liability insurance, builders' risk insurance (during construction of the Project), property insurance (after

completion of construction), worker compensation (statutory limits), automobile liability and all other forms of insurance reasonably required under applicable State and Federal Laws for entities such as the Developer. Required insurance shall be maintained in amounts and with terms of coverage generally customary to such developments and operations. In the event that buildings, structures or facilities on the Property are damaged or fully destroyed, the Developer shall cause the insurance proceeds from such loss to be used to promptly repair and restore the Property and all structures to their original condition if Developer reasonably determines it is appropriate to do so in the course of conduct of Developer's business operations and under the then-existing circumstances.

B. Certificates of Insurance

On written request of the City, copies of certificates of insurance for all policies carried in connection with the Project shall be provided to the Evansville City Clerk.

C. Assumption of Risk

Notwithstanding any insurance requirement specified in this Agreement, the Developer agrees to and does assume the full risks of any injuries, including death, and of any property loss, and of all expenses, costs, damages and losses that, its officers, members, or employees, may sustain as a result of participating in any and all activities connected with or associated with this Agreement and with Project and use of the Property provided, however, nothing herein shall waive, limit, supersede or otherwise affect the City's obligations under the other provisions of this Agreement or other agreements related to the Project, or under applicable Laws, and this provision shall not waive, limit, supersede or otherwise affect any obligations of the City related to the negligence or willful misconduct of the City or its officials, agents, employees or contractors.

D. General Indemnity

Each Party (the "Indemnifying Party") hereby agrees to indemnify, defend and hold the other Party, its affiliates, its licensees, its licensors, and its and their officers, directors, employees, consultants, and agents (the "Indemnified Parties") harmless from and against any and all damages or other amounts payable to a third party claimant, as well as any reasonable attorneys' fees and costs of litigation arising out of or resulting from any claim, suit, proceeding or cause of action brought by a third party against the Indemnified Parties to the extent arising out of or based on: (1) breach of any representation, warranty or covenant by the Indemnifying Party contained in this Agreement, (2) breach of any applicable Laws by such Indemnifying Party, or (3) negligence or willful misconduct by such Indemnifying Party or its Indemnified Parties. This requirement for indemnification shall be as broad as may be permitted under Laws.

E. Governmental Immunity

Being a political subdivision of the State of Wisconsin, the City is governed by and subject to the governmental immunity laws of the state of Wisconsin, including without limitation those contained within Sections 893.80, 895.52 and 345.05 of the Wisconsin Statutes (collectively, the "Immunity Act"). Nothing in this Agreement shall be interpreted or construed to limit, modify or qualify any immunity or protection provided to the City by the Immunity Act. The provisions of this section shall prevail over any conflicting or inconsistent provision set forth elsewhere in this Agreement.

F. Personal Liability of Public Officials

In carrying out any of the provisions of this Agreement, or in exercising any power or authority granted to them thereby, there shall be no personal liability of the City officials, officers, agents, or employees, it being understood and agreed that in such matters they act as agents and representatives of the City.

G. Maintenance of Records and Audit

The Developer shall keep full and detailed books, records and accounts that are customarily maintained to document full performance of and compliance with all conditions, restrictions, requirements and obligations imposed on the Developer to complete those items of Project Infrastructure allocated to Developer under the terms of this Agreement. The Developer shall, on request by the City, make its books, records, and accounts available to the City or its agent for the sole purposes of permitting the City to monitor and audit compliance by the Developer with respect to completion of the Developer's portion of the Project Infrastructure. The rights granted to the City hereunder are not intended and shall not be construed to make Developer's books and records available to the public or subject to open records Laws to the extent the information contained therein constitutes trade secrets or other proprietary information.

ARTICLE 9. DEFAULT AND REMEDIES

A. Termination of Agreement.

This Agreement shall be effective on the execution and delivery of this Agreement by the Parties, and the "Term" of this Agreement shall continue until the earlier of: (1) all payment obligations of the Parties have been fully performed including any obligation of the Developer to pay to the City any required Shortfall Payment and the City has made all required TIF Payments under Article 3, or (2) any earlier termination in accordance with the other provisions of this Agreement. Upon expiration or any earlier termination of this Agreement, only the following terms, conditions and provisions shall survive: Indemnification obligations under Sections 4.E. and 8.D. and Decomissioning under Section 7.A., but only for the 30-year period described therein. The City shall not close the District prior to 2043 unless the City's incentive payments to the Developer have reached the cap specified in Section 3.C.

B. Events of Default

A Party to this Agreement shall be in default if any of the following events occur and continue following notice and the applicable cure periods set forth in Section 9.C. below: (1) that Party is, through action or inaction, in material breach of any term or provision of this Agreement; or (2) a Party becomes insolvent or files for relief under a bankruptcy, receivership or insolvency proceedings of any kind, or is named in such proceeding involuntarily and such proceeding is not dismissed within ninety (90) days; or (3) if a Party undergoes dissolution or liquidation, or the commencement of any proceedings for dissolution or liquidation that are not dismissed within ninety (90) days of commencement.

C. Right to Cure

Except in the case of an emergency as set forth below, if one Party deems the other Party to be in default as set forth in Section 9.B. above, the non-defaulting Party shall provide written notice

of default to the defaulting Party, during which time the defaulting Party may fully cure all incidents of default identified in the written notice. The time during which a defaulting Party may cure the default shall be not less than fifteen (15) days for any default as to any monetary payment due, and not less than sixty (60) days for default as to any other term, provision or requirement under this Agreement provided, however, that such cure period shall be reasonably extended if necessary under the circumstances to effect the cure so long as the Party has promptly commenced the cure and is diligently pursuing the cure. By mutual written agreement, the Parties may extend the length of time necessary to cure any default beyond the periods set forth above. During the period in which a defaulting Party has a right to cure, the non-defaulting Party shall take no remedial action with respect to the default except as set forth below in cases of emergency. If any default remains uncured after expiration of the cure periods provided here, then the non-defaulting Party shall thereafter be permitted to take such remedial action with respect to the default as set forth below.

D. Emergency Action

As used in this Agreement, an "emergency" means a Party's default which poses risk of immediate threat of or causes actual injury to health or life or damage or loss to property, whether real or personal. In the event a Party's default which creates an emergency, the other Party shall immediately report the default and resulting emergency to the defaulting Party, and the defaulting Party shall immediately thereafter commence such action as may be reasonable and necessary to prevent, avoid or mitigate injury, damage, or loss and shall, as soon as reasonably possible report its remedial action to the non-defaulting Party not more than three (3) days thereafter. A default creating an emergency may be reported to the defaulting Party via telephone or electronic mail to the emails listed below or, if such numbers or e-mails are non-operational, to the last-known contact information, provided that the non-defaulting Party shall immediately thereafter also provide hard-copy written notice as set forth below. If the defaulting Party fails to take immediate remedial action within the time specified here, then the non-defaulting Party may, in its reasonable discretion and without further notice, take reasonable action as it deems necessary or appropriate to address such emergency including, without limitation, any remedial action specified in the other provisions of this Agreement. Should the non-defaulting Party need to expend any money or resources to respond to the emergency, it shall be reimbursed by the defaulting Party for any reasonable costs, expenses and resources so expended.

E. Mediation of Disputes.

Except in the case of an emergency as set forth in the above paragraph, any unsettled claims, counterclaims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement shall be submitted to mediation by a mediator mutually selected by the Parties before the Parties proceed with any further remedial action as specified in the following Sections. The Parties shall have the option to proceed to mediation during any period in which a Party has a right to cure a default of which it has received notice. The City and The Developer each agree to participate in the mediation process in good faith. The mediation process shall be conducted on a confidential basis and shall be completed within sixty (60) days of submission, unless both Parties agree to an extension. If such mediation is unsuccessful in resolving the dispute, then the Parties may mutually agree to a further dispute resolution process, or either Party may seek to pursue remedial action specified in the following Sections.

F. Remedial Action Available to the City

If the Developer is in default of this Agreement beyond applicable notice and cure periods, the City may take any one or more of the following remedial actions in its sole discretion:

1. The City may suspend its performance under this Agreement until the default is cured by Developer; and/or
2. The City may take or pursue any administrative action as may be permitted by applicable Laws, whether through municipal enforcement or enforcement through any County, State or federal agency; and/or
3. To the extent that the Developer fails to make any monetary payment required under this Agreement then, in addition to such payment, the Developer shall pay to the City interest on the monetary amount outstanding at the rate of eight percent (8%) per annum from the due date to the date of payment, and such amount if and to the extent it remains unpaid may be added and collected as a special assessment to the Property as specified in Section 9.H. below; and/or
4. The City may enforce the provisions of this Agreement and may enforce and protect the rights of the City by a suit or suits in equity or at law for the specific performance of any term or provision of this Agreement, and for the enforcement of any other appropriate legal or equitable remedy including, without limitation, injunctive relief and for recovery of monetary damages and all monies due from the Developer under any provision of this Agreement. Any such state action will be venued in the State and Federal Courts for Rock County, Wisconsin.

G. Remedial Action Available to the Developer

If the City is in default of this Agreement beyond applicable notice and cure periods, the Developer may seek any remedy available under the terms of this Agreement or take any other action, including legal or administrative action, and including by a suit or suits in equity or at law for the specific performance of any term or provision of this Agreement, and for the enforcement of any other appropriate legal or equitable remedy including, without limitation, injunctive relief and for recovery of monetary damages and all monies due from the City under any provision of this Agreement. Any such state action will be venued in the State and Federal Courts for Rock County, Wisconsin.

H. Special Assessment and Assessment Waiver

In addition to other remedies provided to the City by this Agreement, in the event of Developer's default, and following applicable notice and cure periods, the City shall have the right to impose special assessments on the Property, without notice or hearing, for any undisputed amounts for which Developer is obligated but fails to pay to the City under this Agreement including, without limitation, any interest charges imposed under Section 9.F.3. above and any property tax or Shortfall Payment that becomes due (collectively, the "Waived Assessments"). The Developer acknowledges the City's performance under this Agreement including, without limitation, payment of the TIF Payment, constitutes a reasonable and appropriate improvement that directly benefits the Project and, accordingly, now and in the future for the entire Term of this Agreement, the Developer waives all special assessment notices and hearings for assessments against the Property for Waived Assessments pursuant to Section 66.0703(7)(b) of the Wisconsin Statutes, and further

agrees not to contest any such special assessment for Waived Assessments by appeal or otherwise. The Developer agrees to execute any and all necessary documentation that may be reasonably requested by the City at any time while this Agreement remains in effect, in order to provide evidence of the consent and waiver of the Developer hereunder with respect to the Waived Assessments. Notwithstanding this provision, the inclusion of any Waived Assessment due from the Developer as a special assessment shall not constitute a waiver of any default of this Agreement and shall not prohibit the City from pursuing any other available remedies under this Agreement.

I. Special Assessments Outside District Plan

The City shall not impose any duplicative special or other type of assessment, imposition, fee or other charge for or related to (1) any Project Infrastructure, (2) any portion of the Project that was included in the initial District Plan, as may be amended, or (3) otherwise designated or allocated as the responsibility of either party under this Agreement. However, the City reserves the right to impose special assessments on the Property for additional infrastructure costs or expenses not included in the District Plan where required by Wisconsin state regulatory agencies in support of the Project (e.g., WI-DOT intersection controls or enhancements or WI-DNR stormwater mandates).

J. Remedies are Cumulative

All remedies provided in this Agreement shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all remedies specified in this Agreement. Notwithstanding any provision to the contrary contained in this Agreement, in addition to the remedies set forth here, either Party may pursue any other remedy now or available in the future under the laws or jurisdictional decisions of the State of Wisconsin.

K. Performance Security

If the City at any time in good faith shall deem itself insecure as a result of a material default by the Developer as specified in Section 9.B. above which has not been cured following notice and the cure periods set forth therein, then the City may require the Developer, as a term of any extension of the right to cure under Section 9.B. above, to provide to the City a formal irrevocable letter of credit issued pursuant to Chapter 405 of the Wisconsin Statutes in a commercially reasonable amount to assure the faithful performance of the Developer's obligations under this Agreement for a term sufficient to secure full performance of those obligations. Such a letter shall be issued to the benefit of the City of Evansville. The Letter of Credit shall be approved as to form by the City Attorney. The Parties may, by mutual written agreement, consent to a performance bond or other form of security in lieu of an irrevocable letter of credit. Failure to comply with this Section shall constitute a material breach by the Developer of the terms of this Agreement.

L. Waiver

Failure of a Party to enforce any provision contained in this Agreement shall not be deemed a waiver of that Party's rights to enforce such provision or any other provision in the event of a subsequent default. No Party shall be deemed to have waived any term, provision or requirement of this Agreement unless such waiver is in a writing executed by both Parties and specifically identifies the term, provision or requirement that is waived, in which case such waiver shall not be deemed to waive any other concurrent, previous or subsequent breach of this Agreement.

M. Costs and Attorney Fees

In the event that any dispute arising out of the provisions of this Agreement is litigated in court, the Party that substantially prevails in the resolution of such dispute shall be entitled to recover all reasonable actual costs and expenses associated with of such dispute resolution including, without limitation, reasonable attorney's fees. In addition, if the City substantially prevails in the resolution of the dispute, the City shall be entitled to recover all actual costs and expenses for all municipal staff time and investigative expenses.

ARTICLE 10. DEVELOPER WARRANTIES AND REPRESENTATIONS

A. Business Entity

The Developer is a duly formed and existing limited liability company formed under the laws of the State of Delaware, in good standing under the laws of the State of Delaware and is authorized to conduct business in the State of Wisconsin.

B. Authority to Execute Agreement

The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Developer and the City. No other or further acts or proceedings of the Developer or the City are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by the Developer and the City, and constitute the legal, valid and binding agreement and obligation, enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights, generally, and by general equitable principles.

C. Pending or Threatened Litigation

There are no lawsuits filed or pending, or to the knowledge of the Developer, threatened against the Developer that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform its obligations hereunder.

D. Sufficient Funds for Project

As of the date of this Agreement, the Developer has sufficient available funds and resources to enable the Developer to complete and fully perform its obligations under this Agreement. On the request of the City, the Developer shall make available, for visual inspection, evidence of its financial resources on which it bases this warranty and representation (the City shall not be permitted to make or take hard copies of this information). The Developer shall promptly notify the City of any material adverse change in its financial condition that is reasonably likely to adversely affect its ability to satisfy all of its obligations under this Agreement. The City agrees to use reasonable safeguards to maintain the confidentiality of any financial or confidential information of The Developer to the maximum extent permitted under applicable Laws, to provide prompt written notice (in any event within 3 business days) to the Developer of any Wisconsin public records or similar request seeking information related to the financial resources of the Developer, and to consult with the Developer prior to responding to any such request. The final

decision regarding the disclosure of any information in response to any such request shall be made at the reasonable discretion of the Evansville City Attorney.

ARTICLE 11. GENERAL PROVISIONS

A. Time of the Essence

The City and the Developer agree that time is of the essence with respect to all dates or timelines specified in this agreement, absent the written agreement of the Parties altering or otherwise modifying such dates or timelines and subject to extension for Force Majeure events, discussed in the following section.

B. Force Majeure

Neither the Developer nor the City shall be liable for failure to perform or delay in performance of any obligation resulting from any cause beyond the reasonable control of the Party affected (including, in the case of the Developer, its contractors, subcontractors and suppliers to the extent they are delayed in performance due to an event of Force Majeure) as of the date of this Agreement. Such events shall include, but are not limited to, an act of God; act of civil or military authority; act of war whether declared or undeclared; act (including delay, failure to act or priority) of any governmental authority; act of terrorism; civil disturbance, rebellion, insurrection, riot or sabotage; fire caused by a third-Party, inclement weather conditions, earthquake, flood or natural disaster; strike, work stoppage or other labor difficulty; governmental embargo, epidemic or quarantine; fuel or energy shortage; delay or accident in shipping or transportation (collectively "Force Majeure"). However, under no circumstances shall this provision be construed so as to delay any required performance by a Party for (1) its payment obligations, or (2) a period of more than one (1) year from the initial required compliance date.

C. Compliance with Codes and Statutes

The Parties acknowledge full compliance by the Developer with all Laws is a material inducement for the City to enter into this Agreement. The Developer shall fully comply with all current and future applicable Laws if and to the extent applicable to Developer or the Project including, without limitation, Evansville Municipal Code Chapter 130, Article III Performance Standards and Chapter 46, Article IV, Nuisances, including all lawful orders issued pursuant thereto of any and all duly authorized employees and representatives of the City, County, State or Federal government. The Developer acknowledges and agrees the terms, provisions and restrictions of this Agreement do not and shall not obligate the City of Evansville, or any committee, board, commission, or employee of the City, to grant approval of zoning, variance, use or other permit associated with the Project, nor shall this Agreement constitute a waiver of any fee or document submission associated with the approval process in this respect, all of which shall be administered in accordance with the City's ordinances and applicable Laws. Notwithstanding the foregoing or anything to the contrary elsewhere in this Agreement, nothing herein shall waive Developer's right to assert or be deemed an acquiescence or waiver of any claim or defense related to preemption or otherwise under State or Federal Laws of the City's ability to legislate or regulate or subject Developer or the Project to the applicable of any Law that otherwise would not apply to Developer or the Project (i.e., the Developer is not waiving any of its right of and to due process).

D. No Third-Party Beneficiaries

This Agreement is made solely for the benefit of the Parties and their permitted successors and assigns, and no third party shall acquire or have any rights under this Agreement or by virtue of this Agreement. Except for a Permitted Transferee, neither party shall assign this Agreement without the consent of the other party, which consent shall not be unreasonably withheld conditioned or delayed. A "Permitted Transferee" is: (1) any entity in which or with which a party is merged or consolidated, or (2) with respect to Developer, a parent, subsidiary or other entity affiliated with Developer by common ownership or control; or (3) with respect to Developer, any entity acquiring all or substantially all of Developer's assets in the market area within which the Project is located.

E. Governing Law and Venue

This Agreement will be construed and interpreted in accordance with the laws of State of Wisconsin without regard to its conflict of law rules. The exclusive venue of any action arising out of this Agreement shall be in the Circuit Court of Rock County, Wisconsin.

F. Mutual Cooperation

Each of the Parties, at their own cost, agrees to execute and deliver such additional documents and take such other action as may be reasonably necessary or appropriate to carry out the terms, purposes and intent of this Agreement and to cooperate with the other Party in fulfilling all of their respective obligations under this Agreement.

G. Entire Agreement and Merger

This Agreement when executed by all Parties constitutes the entire agreement between the Parties with respect to this subject matter, merges all discussions between them and supersedes and replaces any and every other prior or contemporaneous agreement, understanding or negotiation that may have existed between the Parties. The Parties agree that they are mutually responsible for the drafting of this Agreement.

H. Relationship of Parties

This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the City and the Developer, or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. The City and the Developer shall not have any right, power, or authority to enter any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party, and except as expressly provided in this Agreement.

I. Interpretation

Each Party acknowledges that it has been represented by or had the opportunity to be represented by legal counsel in its review of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement. The terms of this Agreement shall be liberally construed to promote the public purposes, plans and objectives identified in the District Plan, to protect the environment and the health and safety of Evansville community residents, to maintain a community that is free from objectionable environmental emissions.

J. Section Headings

The section or paragraph headings included in this Agreement are only for the convenience of the Parties and shall have no effect in interpreting the meaning of any term or provision of this Agreement.

K. Written Amendment

No amendment of this Agreement shall be binding on either Party unless confirmed in writing and executed by both Parties.

L. Written Notice

Any notice or other communication to be given in connection with this Agreement shall be in writing and delivered in accordance with this section. If any communication is personally delivered or sent by e-mail, then the delivery date shall be the date on which the recipient actually receives the communication so long as sent and received by 5:00 p.m. Central time on a business day. Any communication transmitted by mail shall be made by registered mail (return receipt requested) or overnight courier service, and shall be deemed delivered four (4) business days after deposit in the case of U.S. mail or on the date of confirmed delivery if sent by overnight courier. Any notice may be sent in any of the foregoing methods except that notices of or related to default or claims against the other party or for indemnification may not be sent by e-mail. The initial recipient and address for each Party are as follows:

To Developer:
CHS Oilseed Processing
Attn: Jim Graham
5500 Cenex Drive
Inver Grove Heights, MN 55077

With a Copy to:
Angie Black
Carlson Black O'Callaghan & Battenberg LLP
222 West Washington Ave, Ste 360
Madison, WI 53703
angie.black@carlsonblack.com

To City:
City Administrator
Attn: Jason Sergeant
31 S. Madison St.
PO Box 529
Evansville, WI 53536

With a Copy to:
Attorney Mark D. Kopp
Consigny Law Firm, S.C.
303 E. Court Street

Janesville, WI 53545

Either party may change its address for notices by notice to the other party given in accordance with this section.

M. Calculation of Time

In computing any period of time in this Agreement, reference to "day" or "days" shall mean calendar days, except that if the due day falls on other than a business day (i.e., a business day excludes Saturday, Sunday and State and Federal legal holidays), then the time for performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday. The day any notice is issued shall not be included in calculating the number of days required for performance.

N. Severability

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. However, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

O. Entire Agreement; Binding Effect

This Agreement, including the recitals set forth at the beginning and Exhibits A through E attached hereto, all of which are incorporated into this Agreement by this reference, constitutes the entire Agreement between the City and the Developer with regard to the subject matter set forth herein. This Agreement shall bind each of the Parties, all subsequent owners of the Project and the Property, and those claiming under them, as well as their legal or equitable successors in interest for the Term.

P. Agreement to Run with Property

This Agreement shall operate as a covenant running with title to the Property (i.e., Lot 1 of the CSM) for the Term, and all rights and obligations provided in this Agreement including, without limitation, the special assessment wavier and consent identified above, shall run with the Property for the Term and each and every parcel that may in the future be created by division of the Property during the Term. This Agreement imposes certain obligations, liabilities and restrictions on the owners of all or any portion of the Property, including without limitation, the obligation to pay certain amounts to the City as specified above. The City may record this Agreement or notice of this Agreement with the Rock County Register of Deeds to provide public notice of these terms, which shall only apply to Lot 1 of the CSM (and not Lot 2).

Q. Execution in Counterparts

This Agreement may be executed in two or more counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The Parties agree that signatures transmitted by facsimile or electronic mail shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered and they waive any defenses to the enforcement of the terms of this Agreement based on these forms of signature.

R. Amendments to Laws

The Developer and the City acknowledge that any amendments or changes to applicable Laws that occur during the Term of the Agreement are binding upon the City and the Developer upon passage or other effective date established by the applicable amendment or change in Laws; provided, however, it is not the intent of this section to be violative of the parties' Due Process or other constitutional or legal rights, or to retroactively apply any amendments or changes in Laws that would not otherwise apply to or be permitted under applicable Laws including, but not limited to, the constitution of the United States or State of Wisconsin.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date stated.

CHS Oilseed Processing LLC

By:

_____

_____

(print name and title)

CITY OF EVANSVILLE

_____ Date: _____

Dianne Duggan, Mayor

_____ Date: _____

Leah Hurtley, City Clerk

APPROVED AS TO FORM:

_____

Mark Kopp, City Attorney

LIST OF EXHIBITS

EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B – APPROVED PLANS

EXHIBIT C – LANDSCAPE PLAN

EXHIBIT D – PROJECT INFRASTRUCTURE

EXHIBIT E – FORM EASEMENT AGREEMENTS

EXHIBIT F – ALTERNATE EASEMENTS

EXHIBIT G – SITE PLAN RECORD OF DECISION LETTER

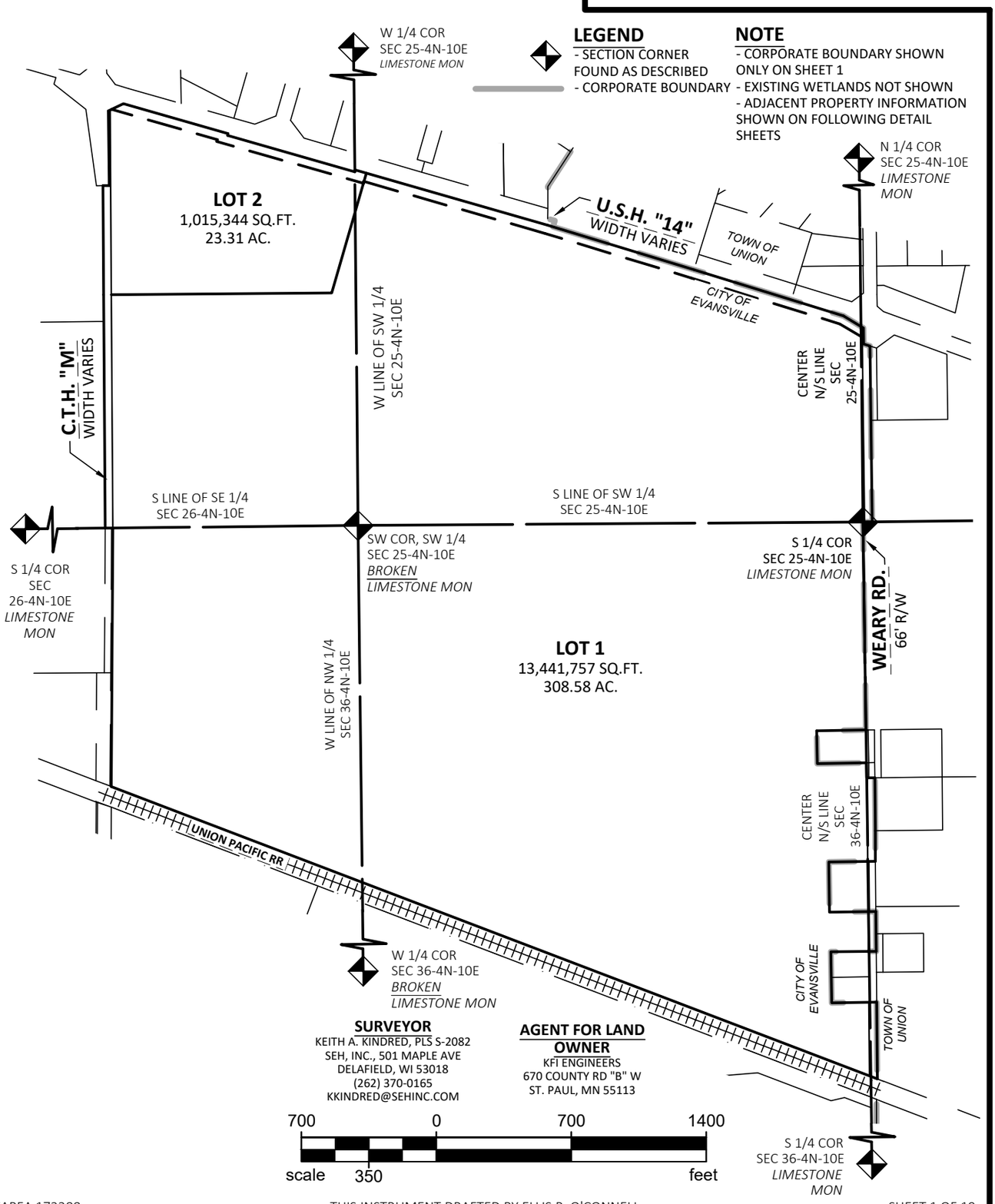
EXHIBIT A

CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4, AND NORTHEAST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 26, PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, PART OF THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4, AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, AND PART OF THE NORTHEAST 1/4, AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35,TOWNSHIP 4 NORTH, RANGE 10 EAST, IN THE CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN

SHEET INDEX
1 THRU 6 - OVERALL BOUNDARY
7 THRU 9 - BOUNDARY DETAILS
10 THRU 15 - MIXED USE EASEMENT
16 THRU 19 - CERTIFICATES

OVERALL DETAIL



SURVEYOR
KEITH A. KINDRED, PLS S-2082
SEH, INC., 501 MAPLE AVE
DELAFIELD, WI 53018
(262) 370-0165
KKINDRED@SEHINC.COM

AGENT FOR LAND OWNER
KFI ENGINEERS
670 COUNTY RD "B" W
ST. PAUL, MN 55113

700 0 700 1400
scale 350 feet

EXHIBIT A

CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4, AND NORTHEAST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 26, PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, PART OF THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4, AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, AND PART OF THE NORTHEAST 1/4, AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35,TOWNSHIP 4 NORTH, RANGE 10 EAST, IN THE CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN

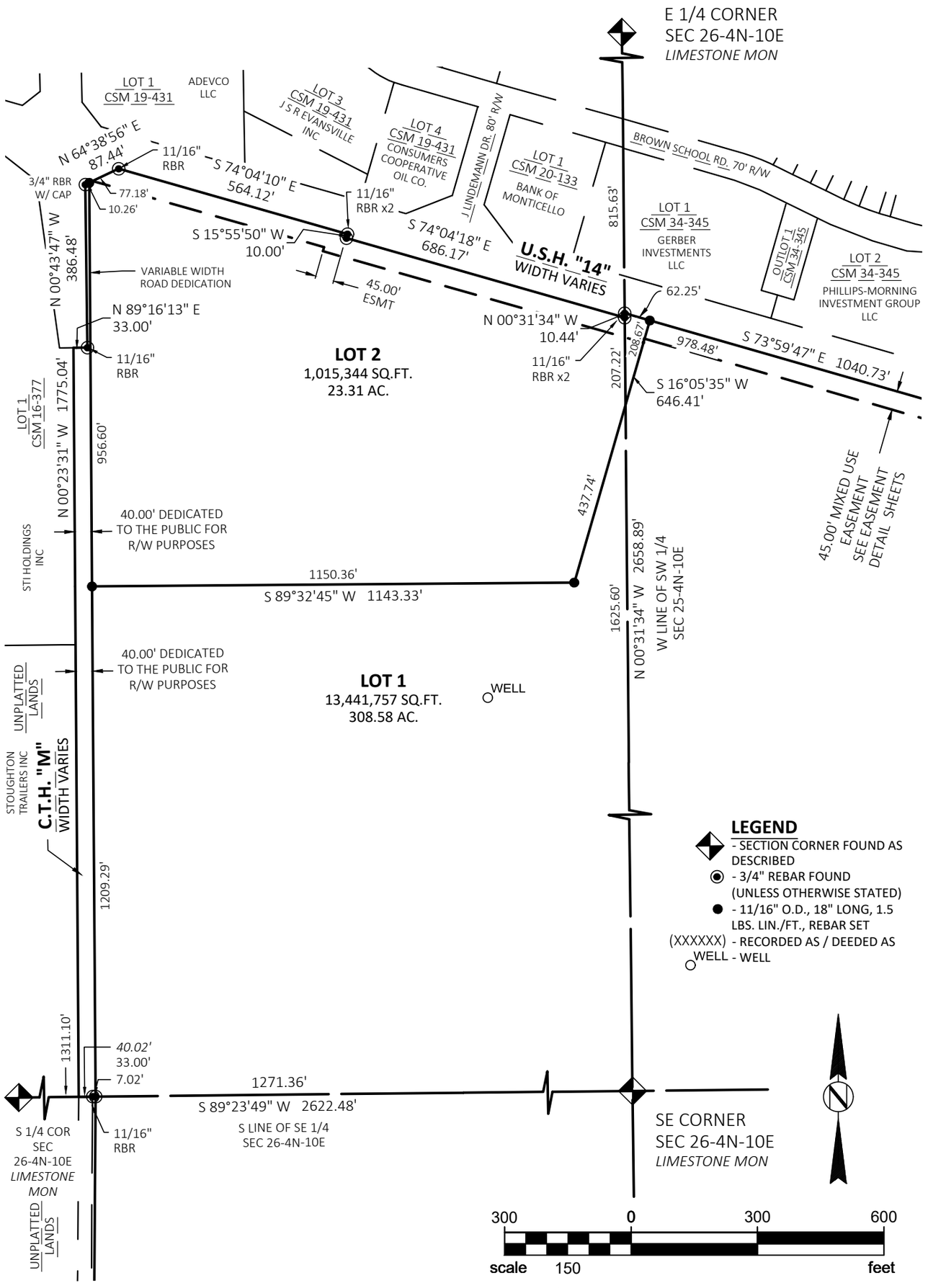


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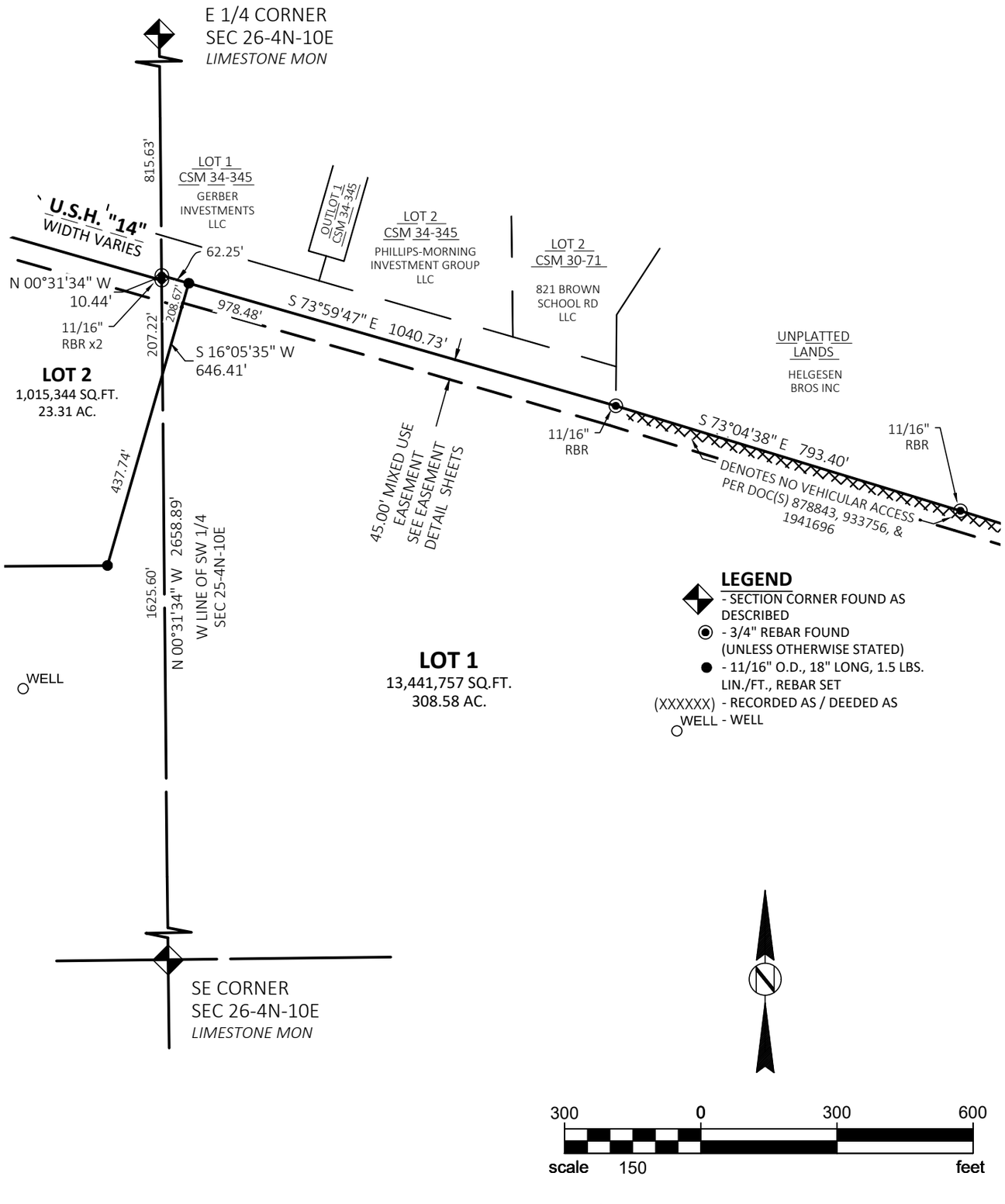
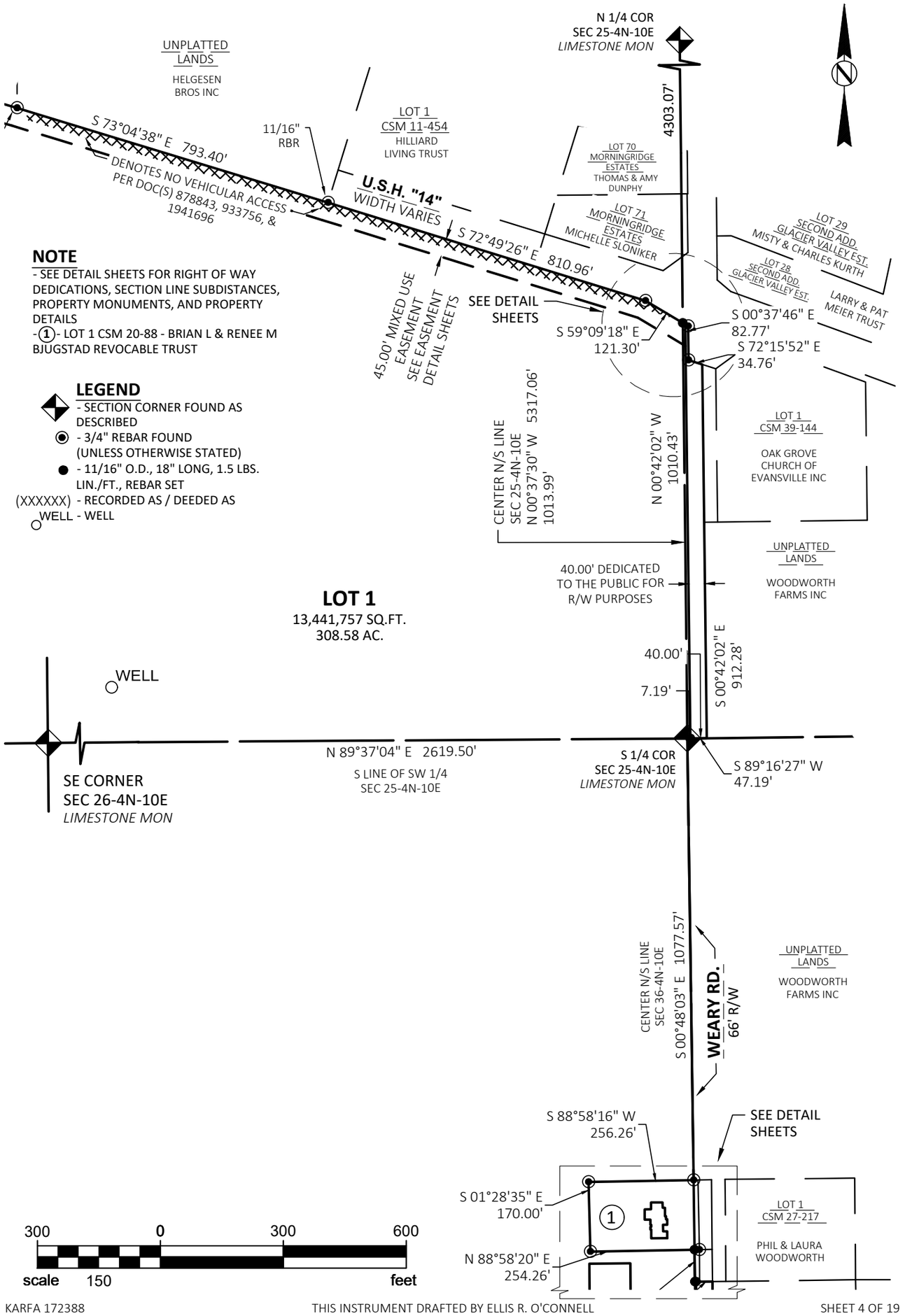


EXHIBIT A

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PART OF THE SOUTHEAST 1/4, AND NORTHEAST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 26, PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, PART OF THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4, AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, AND PART OF THE NORTHEAST 1/4, AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35,TOWNSHIP 4 NORTH, RANGE 10 EAST, IN THE CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN



NOTE

- SEE DETAIL SHEETS FOR RIGHT OF WAY DEDICATIONS, SECTION LINE SUBDISTANCES, PROPERTY MONUMENTS, AND PROPERTY DETAILS
-(1)- LOT 1 CSM 20-88 - BRIAN L & RENEE M BJUGSTAD REVOCABLE TRUST

LEGEND

- SECTION CORNER FOUND AS DESCRIBED
- 3/4" REBAR FOUND (UNLESS OTHERWISE STATED)
- 11/16" O.D., 18" LONG, 1.5 LBS. LIN./FT., REBAR SET
(XXXXXX) - RECORDED AS / DEEDED AS
WELL - WELL

EXHIBIT A

CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4, AND NORTHEAST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 26, PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, PART OF THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4, AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, AND PART OF THE NORTHEAST 1/4, AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35,TOWNSHIP 4 NORTH, RANGE 10 EAST, IN THE CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN

NOTE

- SEE DETAIL SHEETS FOR RIGHT OF WAY DEDICATIONS, SECTION LINE SUBDISTANCES, PROPERTY MONUMENTS, AND PROPERTY DETAILS
- PARCEL 1 - LOT 1 CSM 20-88 - BRIAN L & RENEE M BJUGSTAD REVOCABLE TRUST
- PARCEL 2 - LOT 1 CSM 39-5 - RYAN P & KARI A MCGRATH
- PARCEL 3 - UNPLATTED LANDS - BJUGSTAD LIVING TRUST
- PARCEL 4 - UNPLATTED LANDS - BJUGSTAD LIVING TRUST

LEGEND

- SECTION CORNER FOUND AS DESCRIBED
- REBAR FOUND (SEE DETAIL SHEETS FOR FOUND MONUMENT INFORMATION)
- 11/16" O.D., 18" LONG, 1.5 LBS. LIN./FT., REBAR SET
- (XXXXXX) - RECORDED AS / DEEDED AS

LOT 1
13,441,757 SQ.FT.
308.58 AC.

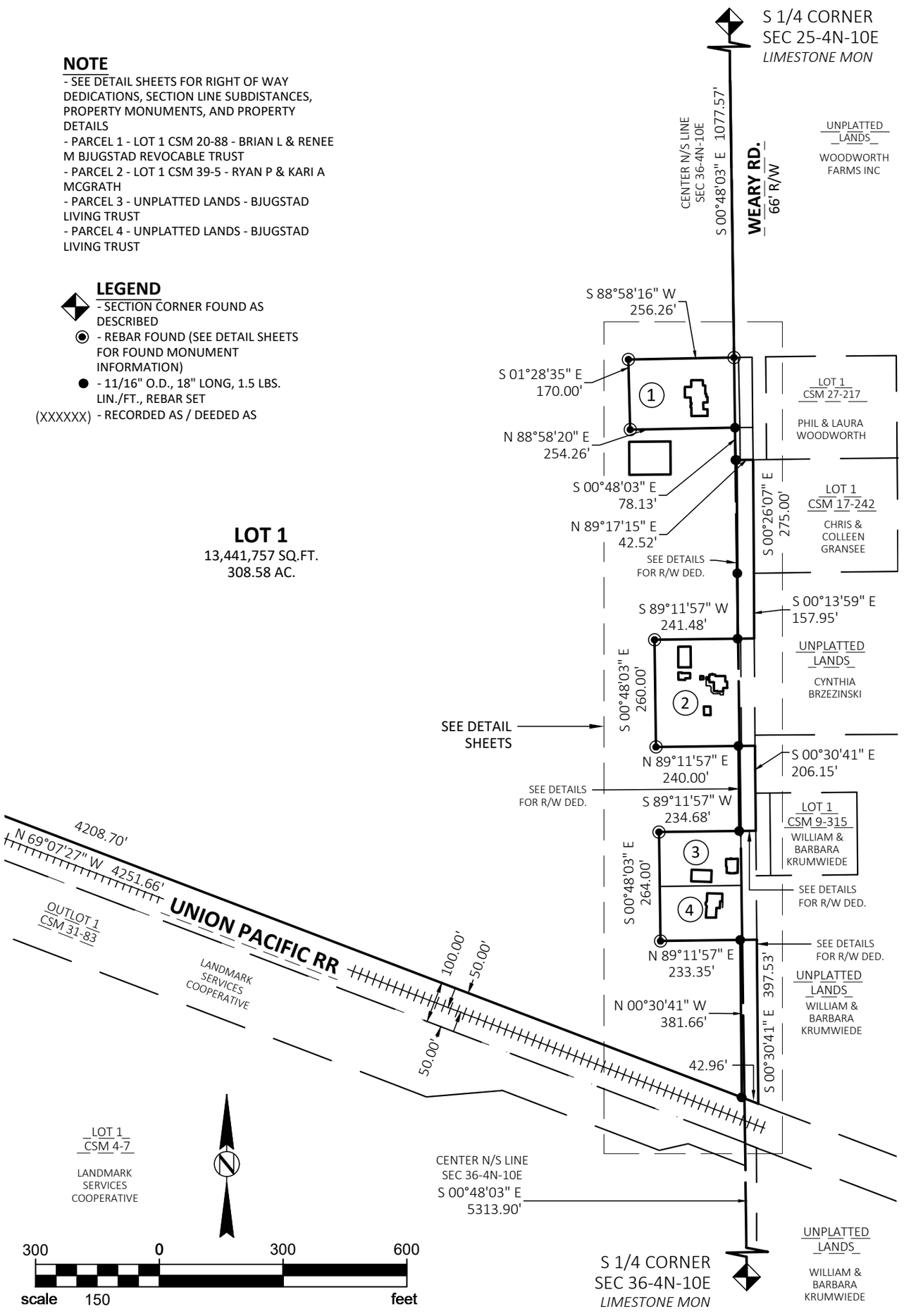
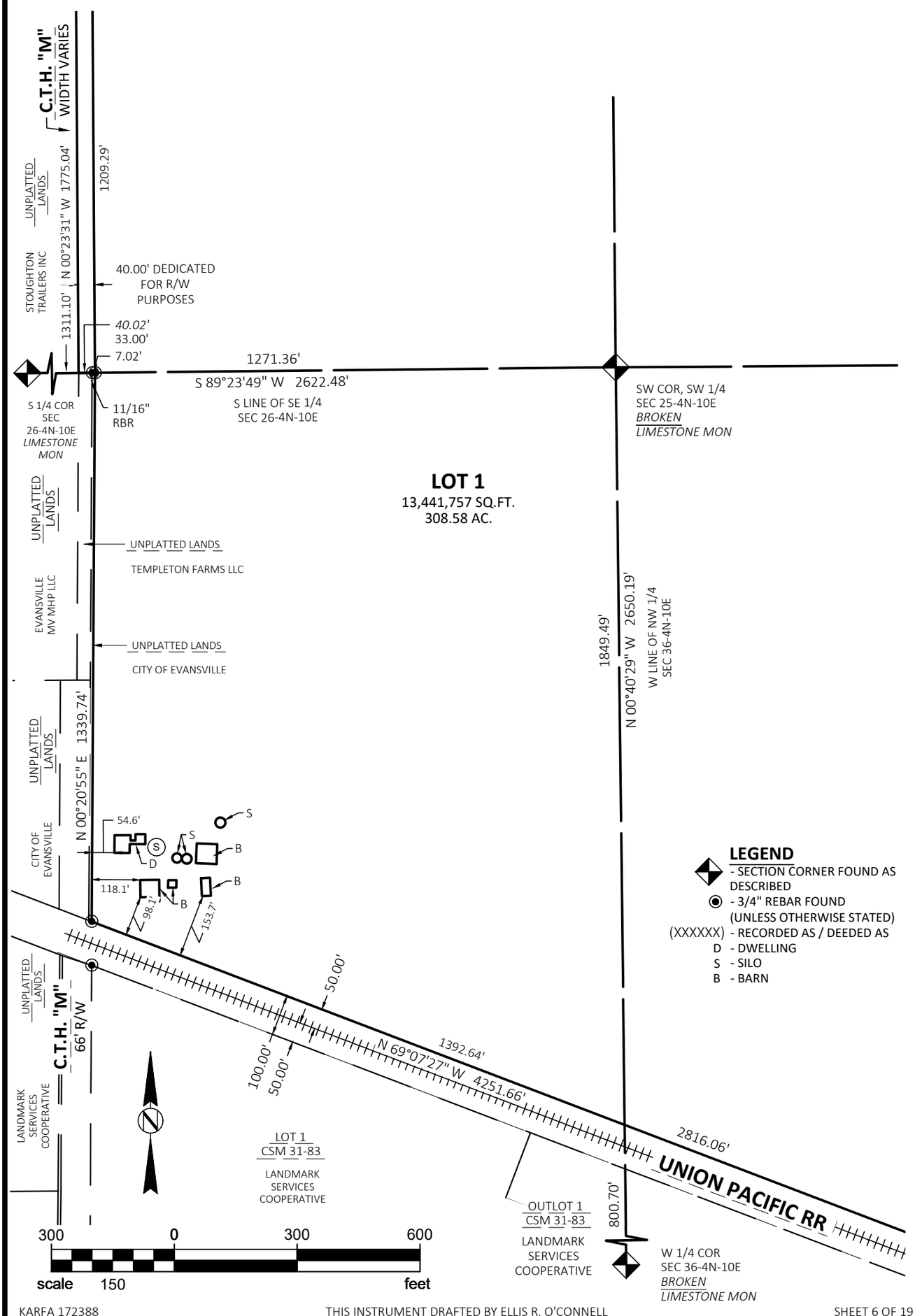


EXHIBIT A

CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4, AND NORTHEAST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 26, PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, PART OF THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4, AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, AND PART OF THE NORTHEAST 1/4, AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35,TOWNSHIP 4 NORTH, RANGE 10 EAST, IN THE CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN

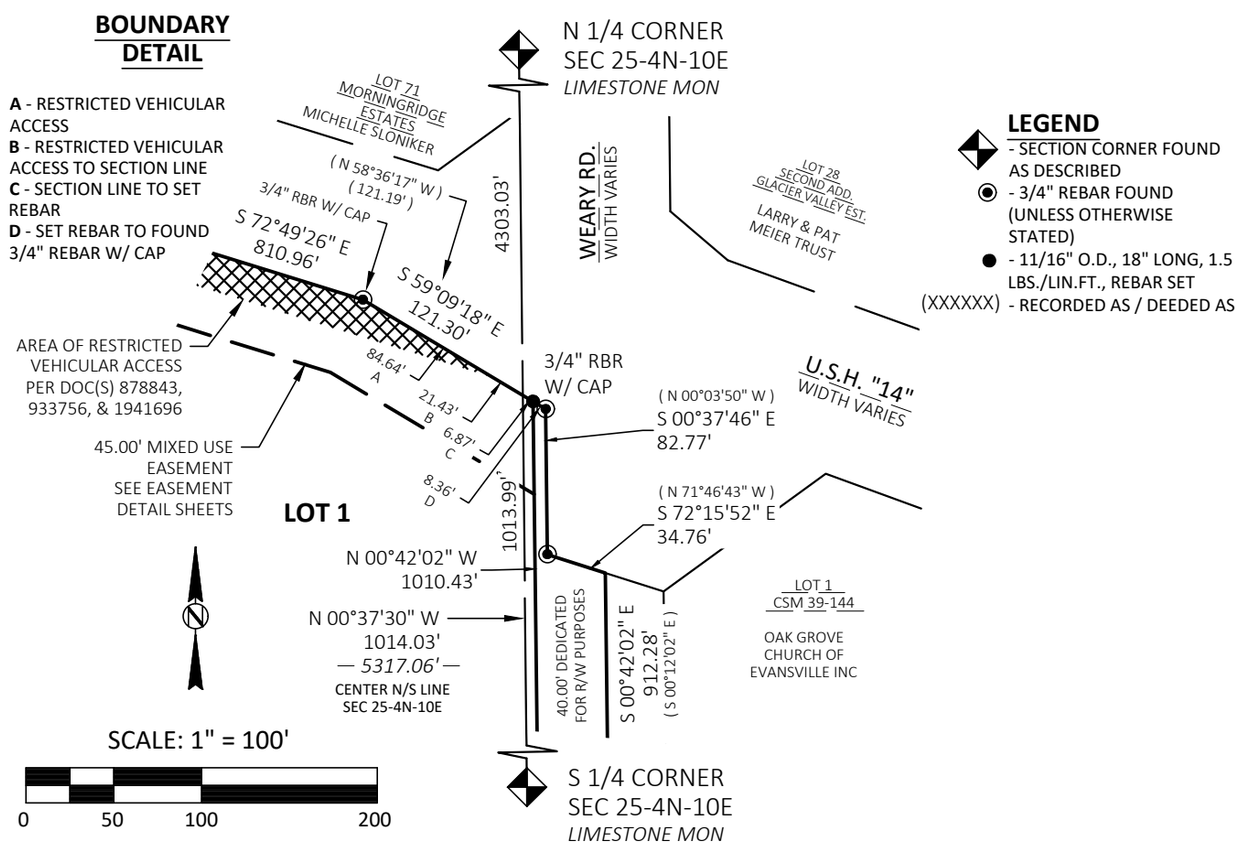


KARFA 172388 THIS INSTRUMENT DRAFTED BY ELLIS R. O'CONNELL SHEET 6 OF 19

EXHIBIT A

CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4, AND NORTHEAST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 26, PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, PART OF THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4, AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, AND PART OF THE NORTHEAST 1/4, AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35,TOWNSHIP 4 NORTH, RANGE 10 EAST, IN THE CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN



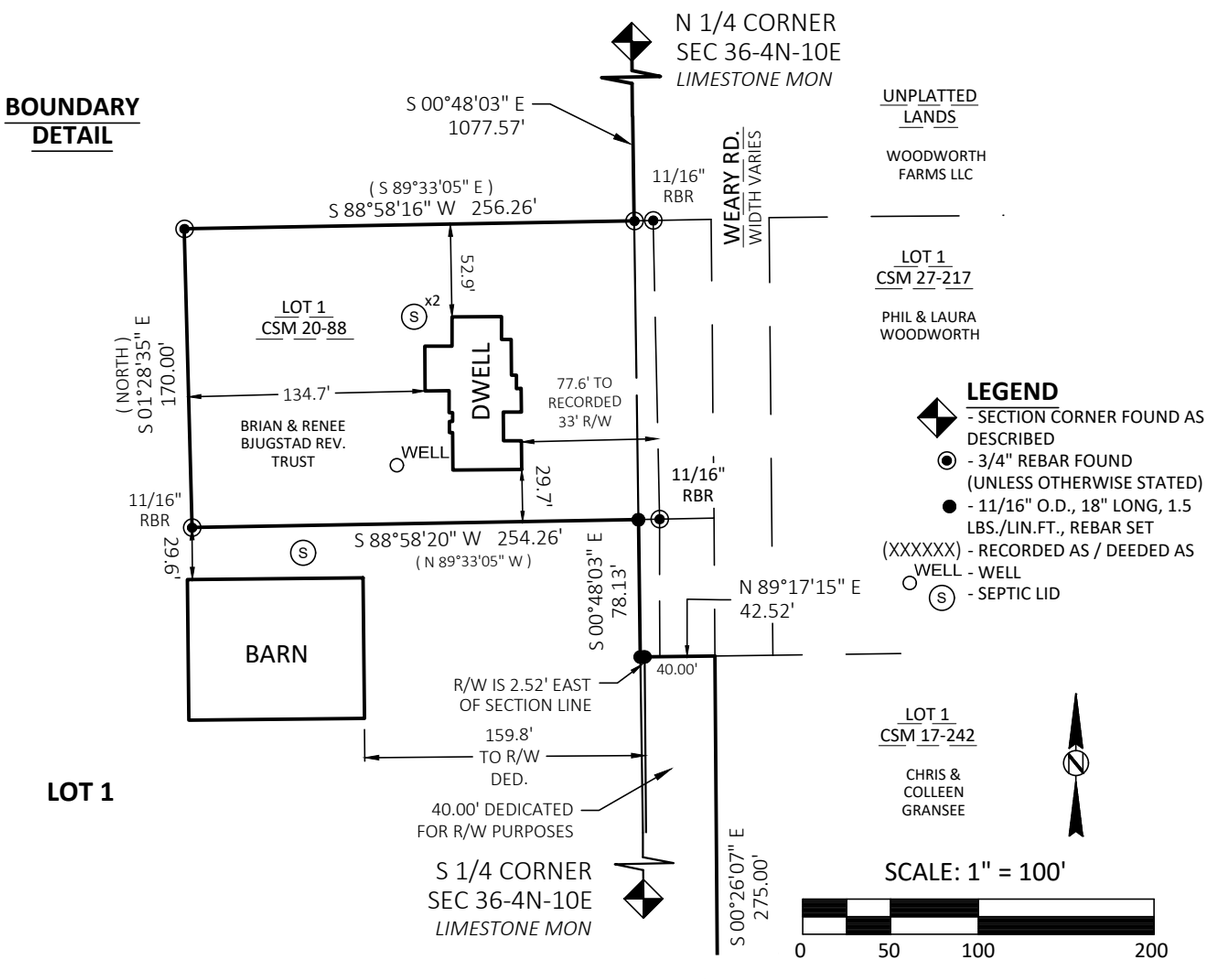


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PART OF THE SOUTHEAST 1/4, AND NORTHEAST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 26, PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, PART OF THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4, AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, AND PART OF THE NORTHEAST 1/4, AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35,TOWNSHIP 4 NORTH, RANGE 10 EAST, IN THE CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN

BOUNDARY DETAIL

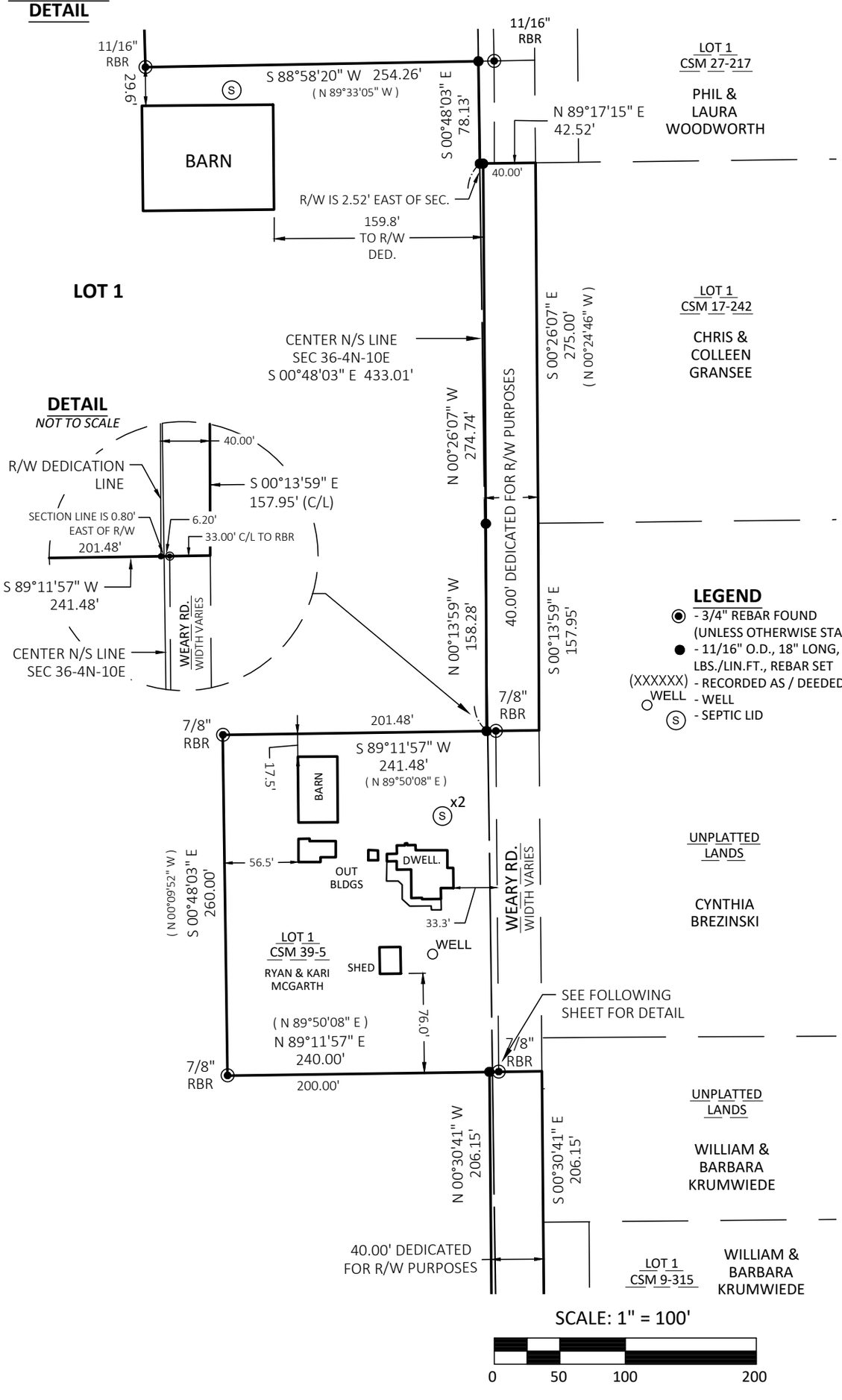


EXHIBIT A

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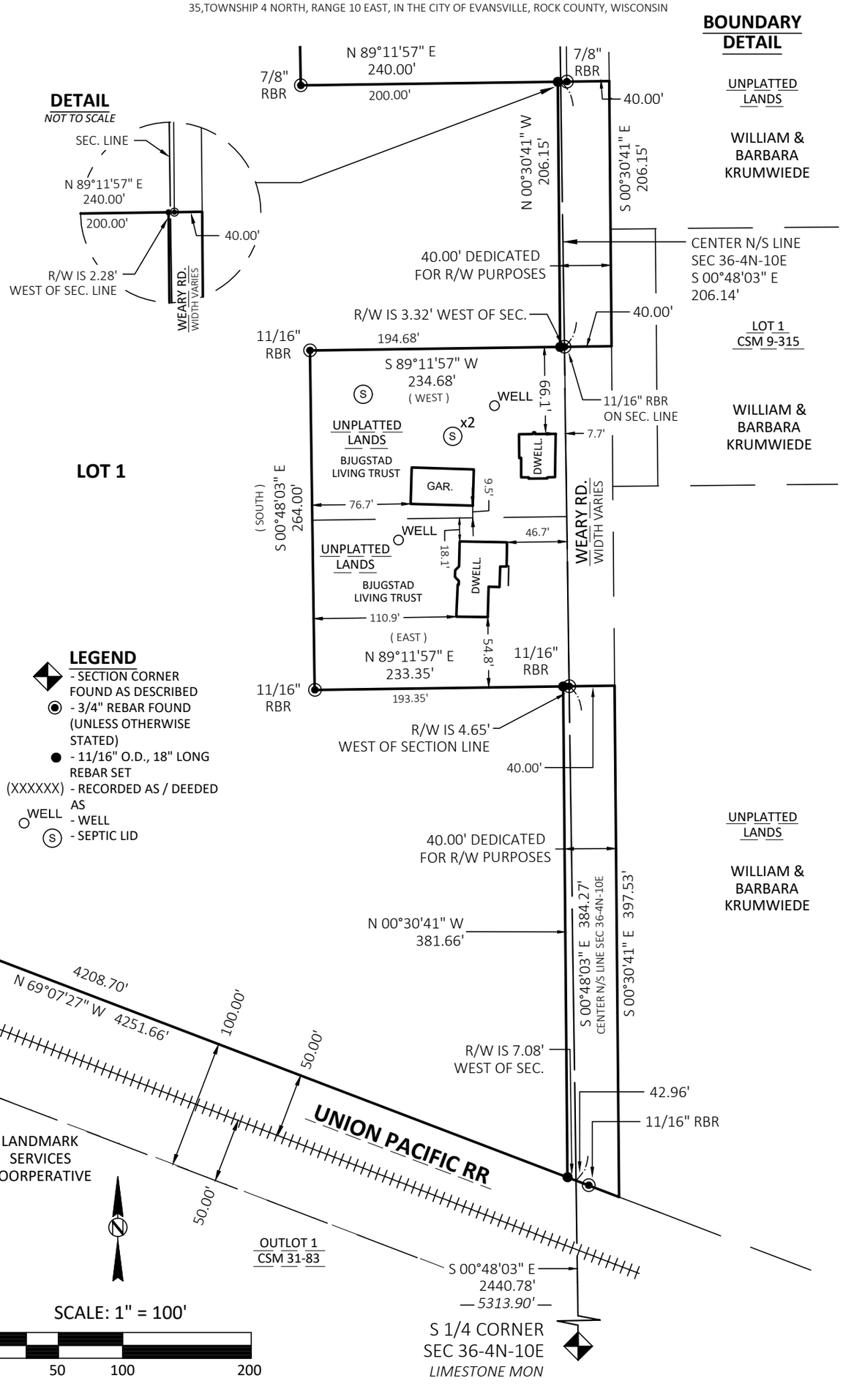


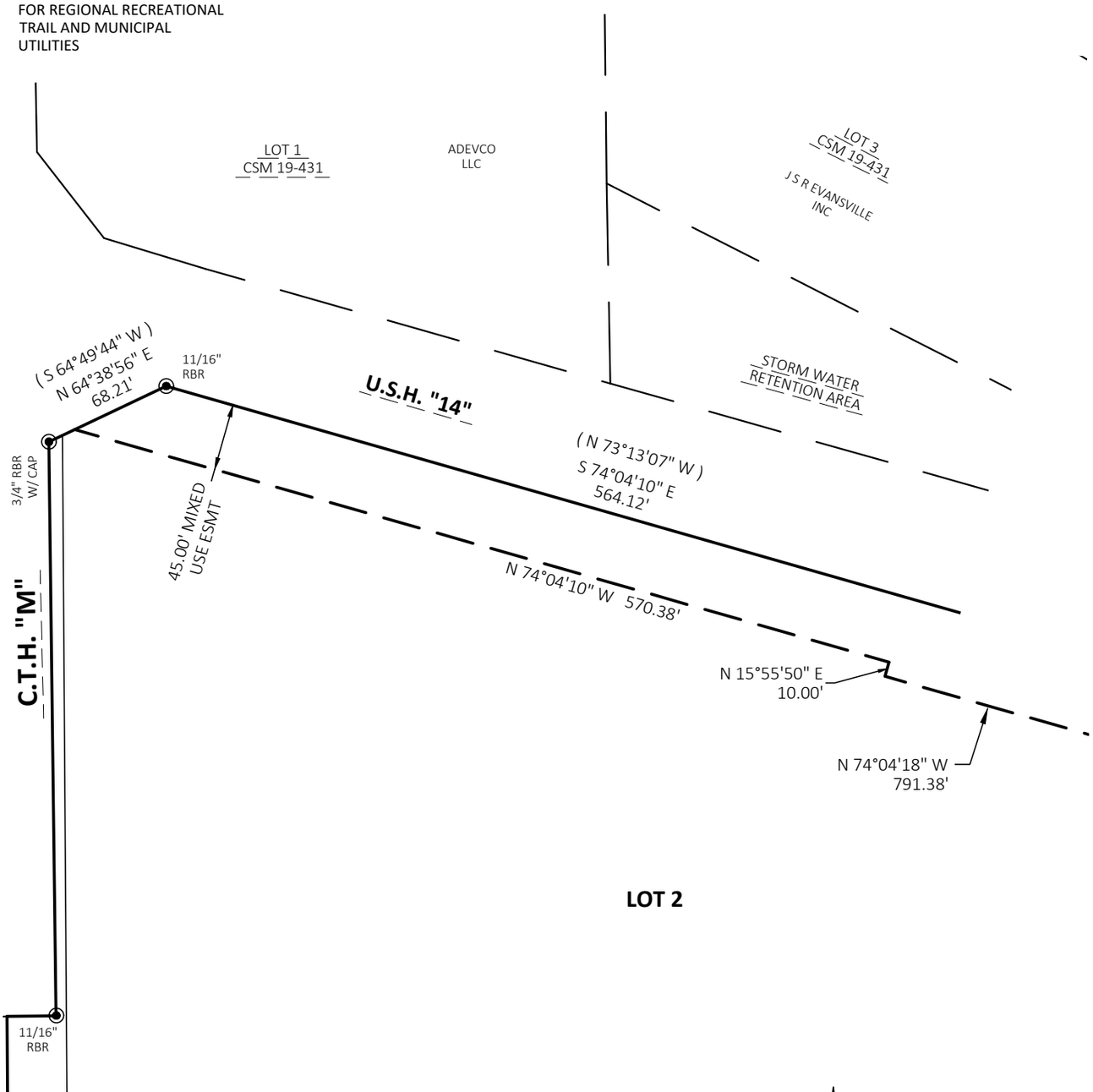
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MIXED USE EASEMENT DETAIL

MIXED USED EASEMENT NOTE:
EASEMENT SHOWN HEREIN GREANTED TO THE CITY OF EVANSVILLE AND IS INTENDED FOR REGIONAL RECREATIONAL TRAIL AND MUNICIPAL UTILITIES



LEGEND

⊙ - PROPERTY MONUMENT FOUND AS NOTED

(XXXXXX) - RECORDED AS / DEEDED AS

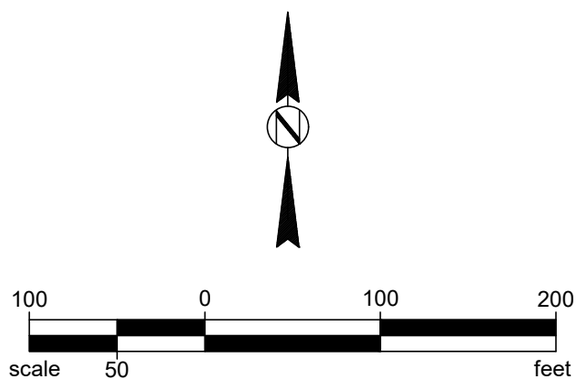


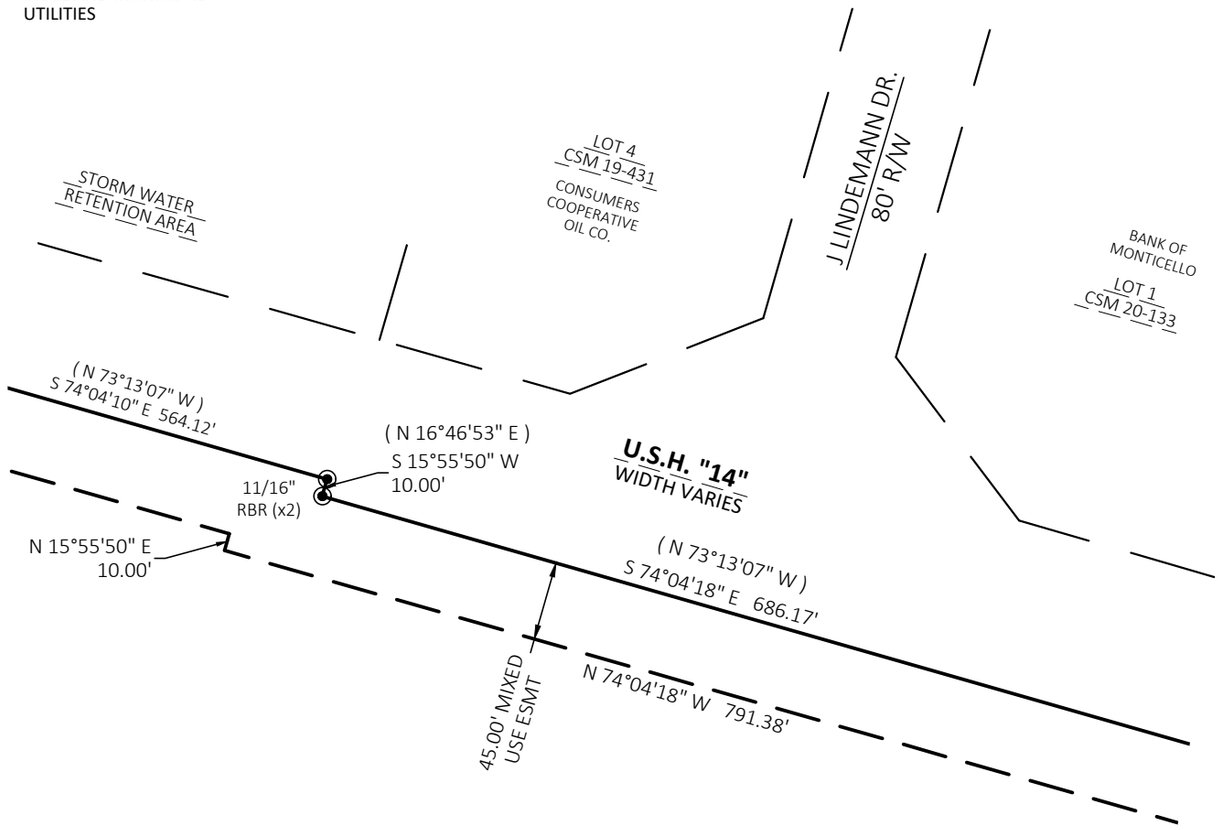
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MIXED USE EASEMENT DETAIL

MIXED USED EASEMENT NOTE:
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LOT 2

LEGEND
⊙ - PROPERTY MONUMENT FOUND AS NOTED

(XXXXXX) - RECORDED AS / DEEDED AS

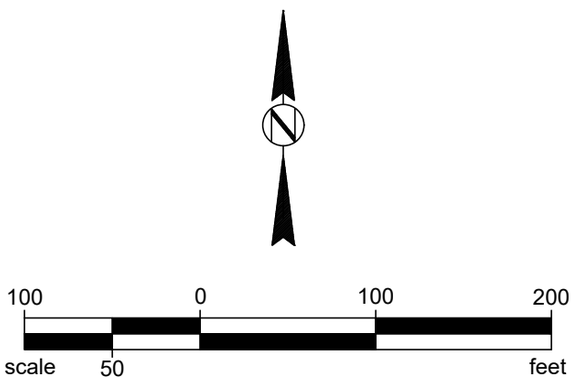


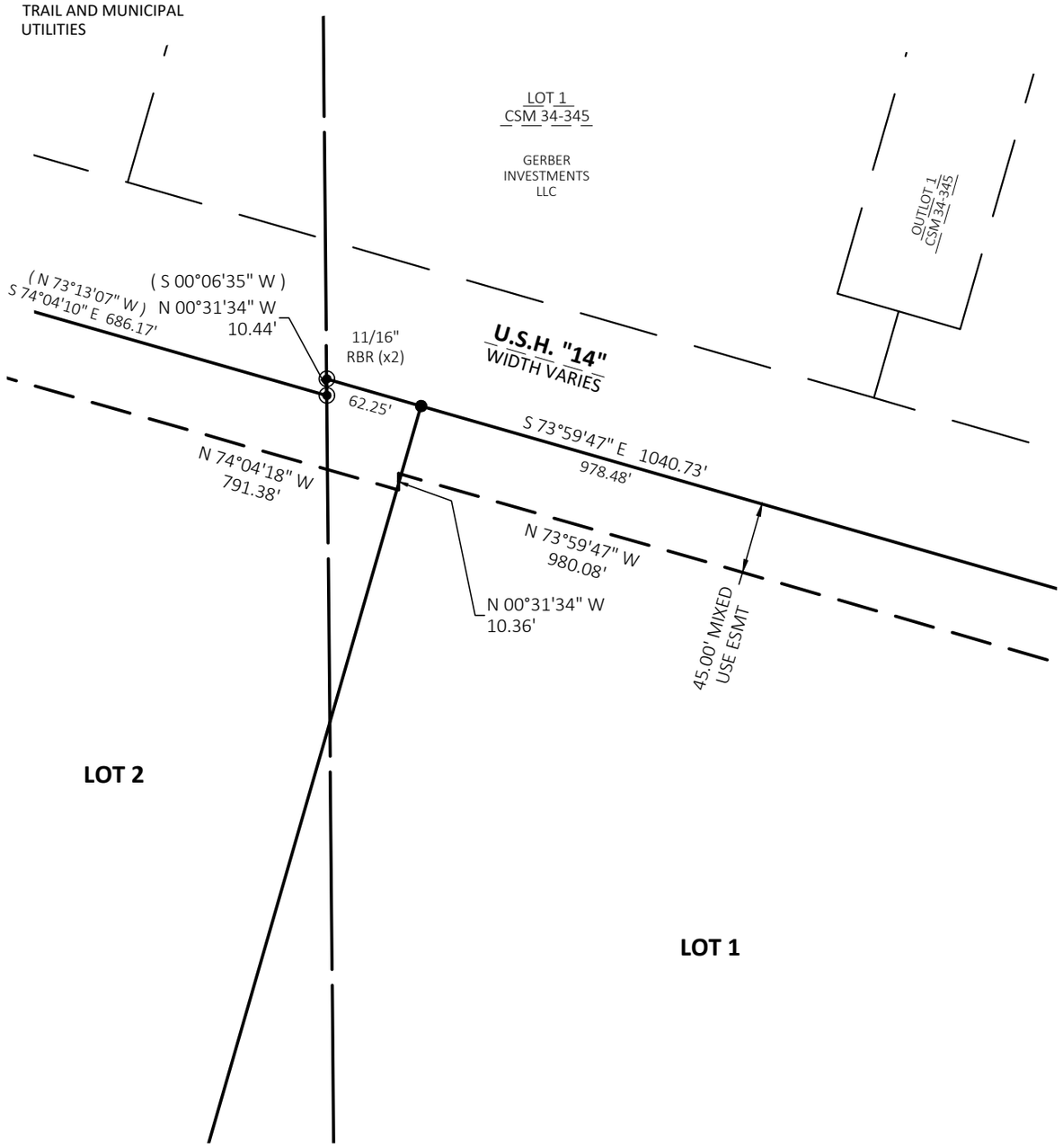
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PART OF THE SOUTHEAST 1/4, AND NORTHEAST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 26, PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, PART OF THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4, AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, AND PART OF THE NORTHEAST 1/4, AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35,TOWNSHIP 4 NORTH, RANGE 10 EAST, IN THE CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN

MIXED USE EASEMENT DETAIL

MIXED USED EASEMENT NOTE:
EASEMENT SHOWN HEREIN GREANTED TO THE CITY OF EVANSVILLE AND IS INTENDED FOR REGIONAL RECREATIONAL TRAIL AND MUNICIPAL UTILITIES



LEGEND

- ◉ - PROPERTY MONUMENT FOUND AS NOTED
- ● - 11/16" REBAR SET
- (XXXXXX) - RECORDED AS / DEEDED AS

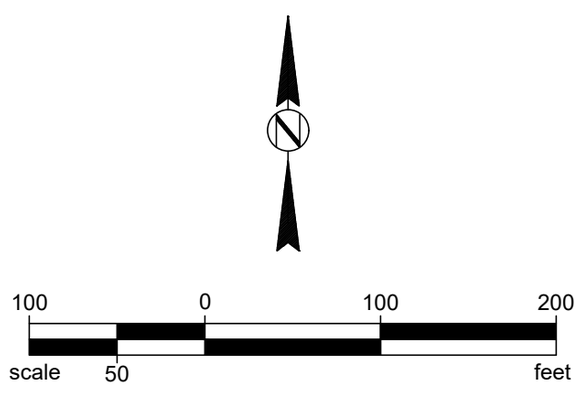


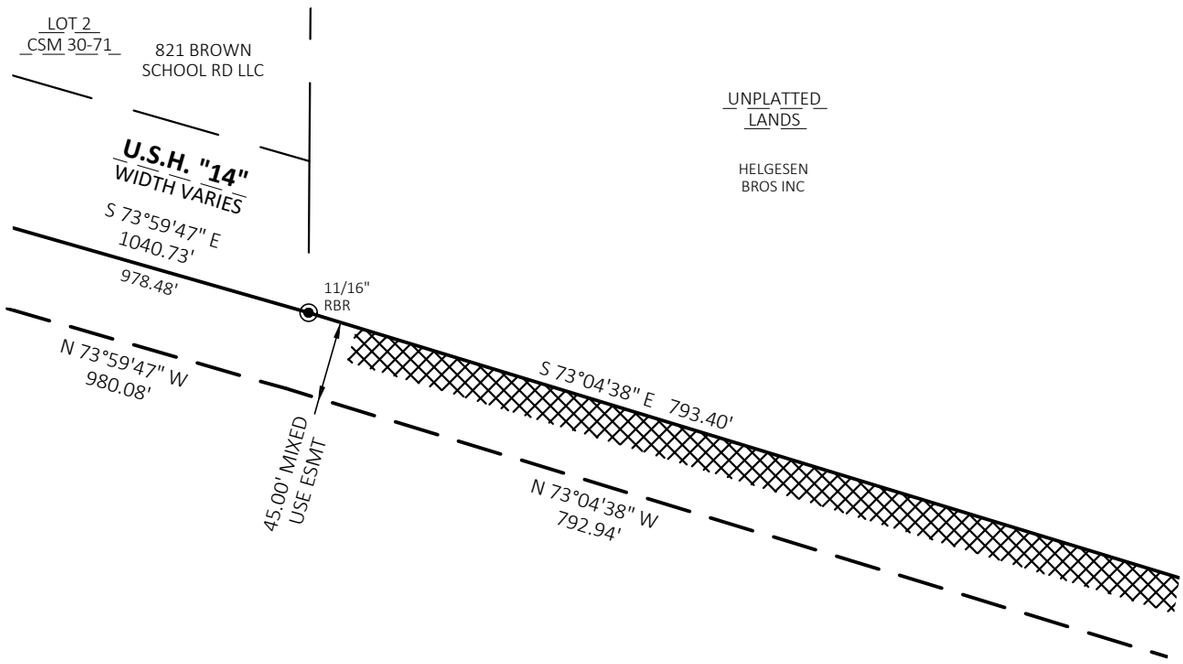
EXHIBIT A

CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4, AND NORTHEAST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 26, PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, PART OF THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4, AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, AND PART OF THE NORTHEAST 1/4, AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35,TOWNSHIP 4 NORTH, RANGE 10 EAST, IN THE CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN

MIXED USE EASEMENT DETAIL

MIXED USED EASEMENT NOTE:
EASEMENT SHOWN HEREIN GREANTED TO THE CITY OF EVANSVILLE AND IS INTENDED FOR REGIONAL RECREATIONAL TRAIL AND MUNICIPAL UTILITIES



LOT 1

LEGEND
⊙ - PROPERTY MONUMENT FOUND AS NOTED

(XXXXXX) - RECORDED AS / DEEDED AS

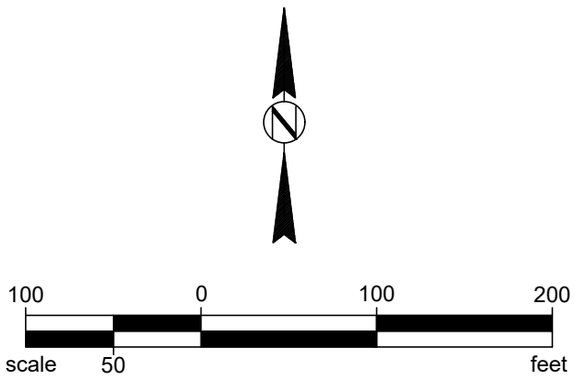


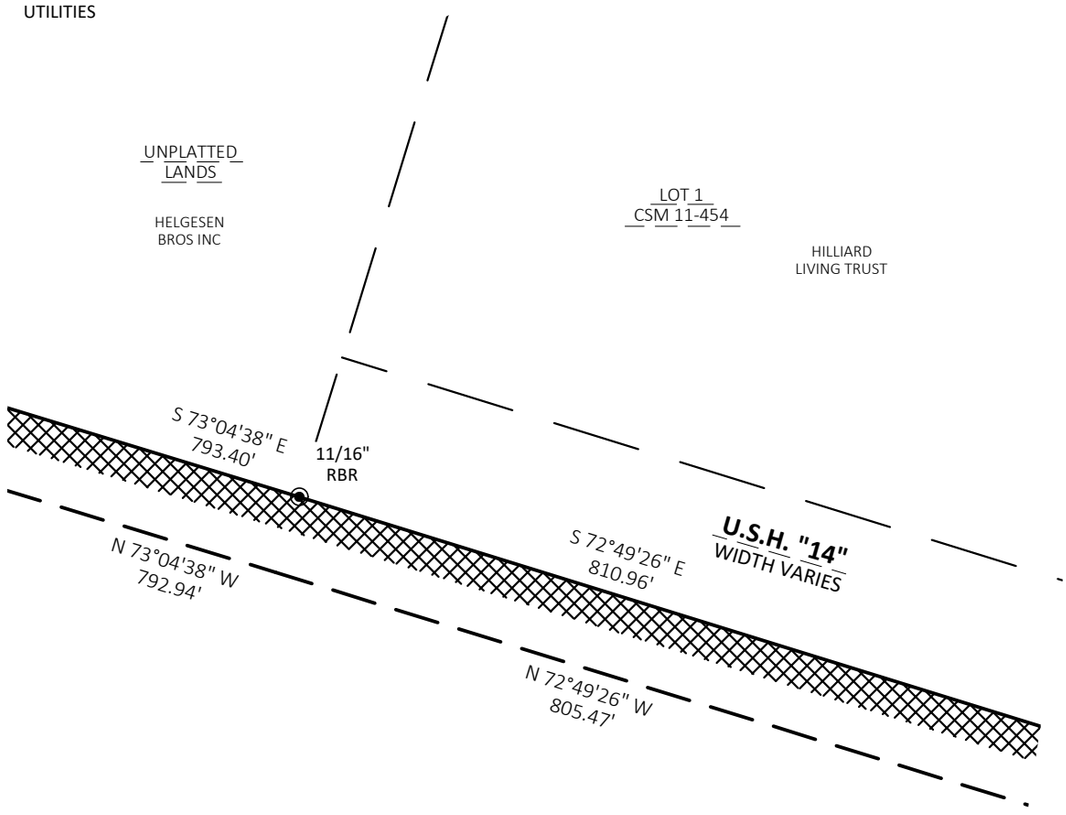
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MIXED USE EASEMENT DETAIL

MIXED USED EASEMENT NOTE:
EASEMENT SHOWN HEREIN GREANTED TO THE CITY OF EVANSVILLE AND IS INTENDED FOR REGIONAL RECREATIONAL TRAIL AND MUNICIPAL UTILITIES



LOT 1

LEGEND

⦿ - PROPERTY MONUMENT FOUND AS NOTED

(XXXXXX) - RECORDED AS / DEEDED AS

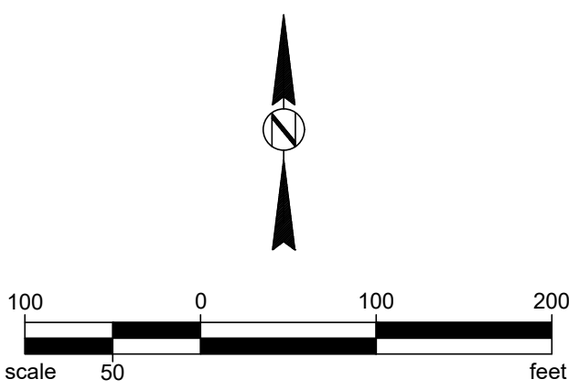


EXHIBIT A

CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4, AND NORTHEAST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 26, PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, PART OF THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4, AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, AND PART OF THE NORTHEAST 1/4, AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35,TOWNSHIP 4 NORTH, RANGE 10 EAST, IN THE CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN

MIXED USE EASEMENT DETAIL

MIXED USED EASEMENT NOTE:
EASEMENT SHOWN HEREIN GREANTED TO THE CITY OF EVANSVILLE AND IS INTENDED FOR REGIONAL RECREATIONAL TRAIL AND MUNICIPAL UTILITIES

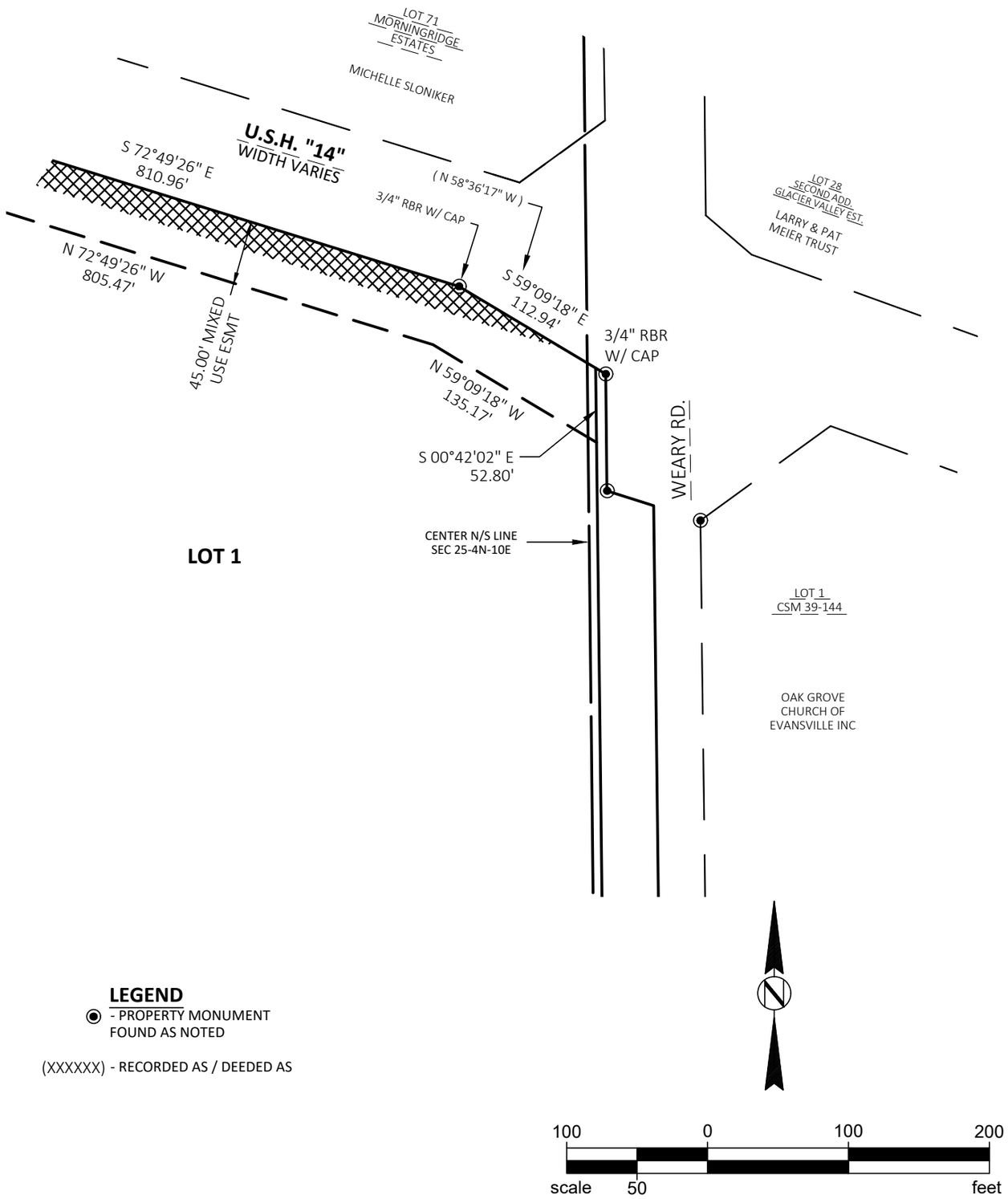


EXHIBIT A

CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4, AND NORTHEAST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 26, PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, PART OF THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4, AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, AND PART OF THE NORTHEAST 1/4, AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35,TOWNSHIP 4 NORTH, RANGE 10 EAST, IN THE CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, Keith A. Kindred, Professional Land Surveyor hereby certify; That I have surveyed, divided and mapped part of the Southeast 1/4, and Northeast 1/4, of the Southeast 1/4 of Section 26, and the Northwest 1/4, Northeast 1/4, Southwest 1/4, and Southeast 1/4 of the Southwest 1/4, and the Southwest 1/4 of the Southeast 1/4 of Section 25, and part of the Northwest 1/4, and Southwest 1/4 of the Northeast 1/4, and part of the the Northwest 1/4, Northeast 1/4, Southeast 1/4, and Southwest 1/4 of the Northwest 1/4, and part of the Northeast 1/4 of the Southwest 1/4, and the Northwest 1/4 of the Southeast 1/4 of Section 36, and part of the Northeast 1/4, and Southeast 1/4 of the Northeast 1/4 of Section 35, all in Township 4 North, Range 10 East, in the City of Evansville, Rock County, Wisconsin, more particularly described as follows:

Beginning at the South quarter corner of Section 25; thence South 00°48'03” East, along the North / South center line of Section 36, a distance of 1077.57 feet to a point on the North line of Lot 1 of CSM 20-88; thence South 88°58'16” West along the North line of said Lot 1, a distance of 256.26 feet to the Northwest corner of said Lot 1; thence South 01°28'35” East, along the West line of said Lot 1, a distance of 170.00 feet to the Southwest corner of said Lot 1; thence North 88°58'20” East, along the South line of said Lot 1, a distance of 254.26 feet to a point on the North / South center line of Section 36; thence South 00°48'08” East, along said North / South center line a distance of 78.13 feet to the Southwest corner of the Northwest 1/4, of the Northeast 1/4 of said Section 36; thence North 89°17'15” East, along the South line of said Northwest 1/4, a distance of 42.52 feet to a point on the centerline of Weary Road; thence South 00°26'07” East, along said centerline 275.00 feet; thence South 00°13'59” East, along said center line 157.95 feet; thence South 89°11'57” West, along the North line of Lot 1 of CSM 39-5, a distance of 241.48 feet to the Northwest corner of said Lot 1; thence South 00°48'03” East, along the West line of said Lot 1, a distance of 260.00 feet to the Southwest corner of said Lot 1; thence North 89°11'57” East, along the South line of said Lot 1, a distance of 240.00 feet to the centerline of Weary Road; thence South 00°30'41” East, along said centerline 206.15 feet; thence South 89°11'57” West, 234.68 feet; thence South 00°48'03” East, 264.00 feet; thence North 89°11'57” East, 233.35 feet to the centerline of Weary Road; thence South 00°30'41” East, along said centerline 397.53 feet to the intersection of said centerline and the southeasterly extension of the northerly right of way of the 100 foot wide Union Pacific Rail Road; thence North 69°07'27” West, along said northerly right of way 4251.66 feet to the intersection of said northerly right of way and the easterly right of way of C.T.H. “M”; thence North 00°20'55” East, along said easterly right of way 1339.74 feet so a point on the South line of the Southeast 1/4 of Section 26; thence South 89°23'49” West, along said South line 40.02 feet to the centerline of C.T.H. “M”; thence North 00°23'31” West, along said centerline 1775.04 feet; thence North 89°16'13” East, 33.00 feet; thence North 00°43'47” East, 386.48 feet; thence North 64°38'56” East, 87.44 feet to the southerly right of way of U.S.H. “14”; thence the following seven courses along said southerly right of way; thence South 74°04'10” East, 564.12 feet; thence South 15°55'50” West, 10.00 feet; thence South 74°04'18” East, 686.17 feet to a point on the West line of the Southwest 1/4 of Section 25; thence North 00°31'34” West, along said West line 10.44 feet; thence South 73°59'47” East, 1040.73 feet; thence South 73°04'38” East, 793.40 feet; thence South 72°49'26” East, 810.96 feet; thence South 59°09'18” East, 121.30 feet; thence South 00°37'46” East, 82.77 feet; thence South 72°15'52” East, 34.76 feet to a point on the centerline of Weary Road; thence South 00°42'02” East, along said centerline 912.28 feet to a point on the South line of the Southeast 1/4 of Section 25; thence South 89°16'27” West, along said South line 47.19 feet to the Point of Beginning.

Said lands contain 14,609,824 square feet, 335.39 acres.

That I have made such survey, land division and plat by the direction of KFI Engineers, agent for the owner of said lands.

That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and The City of Evansville in surveying, dividing and mapping the same.

Dated this _____ day of _____, 2023.

_____

Keith A Kindred, PLS 2082

EXHIBIT A

CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4, AND NORTHEAST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 26, PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, PART OF THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4, AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, AND PART OF THE NORTHEAST 1/4, AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35,TOWNSHIP 4 NORTH, RANGE 10 EAST, IN THE CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN

OWNER'S CERTIFICATE

As owners of said lands, we hereby certify that we caused that land described on this Certified Survey Map to be surveyed, divided and mapped as represented on the Certified Survey Map. We also certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

1) City of Evansville

Date:_____ Signed: _____
_____

Date:_____ Signed: _____
_____

STATE OF _____)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____, the above named _____, _____, to me known to be the same person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public

_____ County, Wisconsin

My Commission Expires _____

EXHIBIT A

CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4, AND NORTHEAST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 26, PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, PART OF THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4, AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, AND PART OF THE NORTHEAST 1/4, AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35,TOWNSHIP 4 NORTH, RANGE 10 EAST, IN THE CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE

_____, a corporation duly organized and existing under and by virtue of the laws of the State of _____ mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this plat, and does hereby consent to the above certificate of the owners.

IN WITNESS WHEREOF, said _____ has caused these presents to be signed by _____, its _____, and countersigned by _____, its _____ at _____, _____, and its corporate seal to be hereunto affixed this _____ day of _____, 20 _____.

_____ _____

_____ _____

STATE OF _____)

_____ COUNTY) SS)

Personally came before me this _____ day of _____, 20 _____, the above named _____, _____, and _____, _____ of the above named, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ and _____ of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) _____

Notary Public, _____,

My commission expires_____.

EXHIBIT A

CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4, AND NORTHEAST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 26, PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, PART OF THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4, AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, AND PART OF THE NORTHEAST 1/4, AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35,TOWNSHIP 4 NORTH, RANGE 10 EAST, IN THE CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN

CITY OF EVANSVILLE COUNCIL APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE COUNCIL OF THE CITY OF EVANSVILLE ON THIS _____ DAY OF _____, 2023.

_____ _____

DIANNE DUGGAN, MAYOR LEAH HURTLEY, CLERK

CITY OF EVANSVILLE PLAN COMMISSION APPROVAL

THIS CERTIFIED SURVEY MAP APPROVED BY THE CITY OF EVANSVILLE PLAN COMMISSION ON THIS _____ DAY OF_____, 2023.

_____ _____

DIANNE DUGGAN, CHAIR LEAH HURTLEY, CLERK

Exhibit C

US HIGHWAY 14

3 STRAND WIRE FENCE

1 - 2" AUTUMN BLAZE MAPLE TREE @ 50' SPACING

2 - 2" SPRUCE TREES @ 50' SPACING

4 - 2" SPRUCE TREES @ 100' SPACING

4 - 2" AUTUMN BLAZE MAPLE TREES @ 100' SPACING

45' EASEMENT

4 - 2" SPRUCE TREES @ 50' SPACING

6 - 2" AUTUMN BLAZE MAPLE TREES @ 50' SPACING

N COUNTY ROAD M

3 STRAND WIRE FENCE

N WEARY ROAD

4 - 2" SPRUCE TREES @ 50' SPACING

3 - 2" AUTUMN BLAZE MAPLE TREES @ 50' SPACING

MONUMENT SIGN WITH MULCH AND NATIVE GRASS LANDSCAPING

4 - 2" AUTUMN BLAZE MAPLE TREES @ 60' SPACING

INBOUND ROAD

5 - 2" SPRUCE TREES @ 50' SPACING

STORM POND

8 - 2" AUTUMN BLAZE MAPLE TREES @ 60' SPACING

OUTBOUND ROAD

7 - 2" AUTUMN BLAZE MAPLE TREES @ 60' SPACING

3 STRAND WIRE FENCE

6 - 2" SPRUCE TREES @ 60' SPACING CENTERED ON TOP OF BERM

60' ±

13 - 2" AUTUMN BLAZE MAPLE TREES @ 60' SPACING

3 STRAND WIRE FENCE

UNION PACIFIC RAILROAD

3 STRAND WIRE FENCE

N

150 0 150 300
scale 75 feet

PRELIMINARY
NOT FOR CONSTRUCTION

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SEH
PHONE: 320.229.4300
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SARTELL, MN 56377
www.sehinc.com

KFI
ENGINEERS
670 County Road B West
St. Paul, Minnesota 55113
Tel: (651) 771-0880 Fax: (651) 771-0878
Email: kfi@kfi-eng.com

THIS DRAWING IS THE PROPERTY OF CHS AND IS SUBJECT TO RETURN ON DEMAND. NO PART OF THE INFORMATION CONTAINED WITHIN THIS DRAWING MAY BE REPRODUCED, STORED IN A RETRIEVAL SYSTEM OR TRANSMITTED IN ANY FORM, (ELECTRONIC, MECHANICAL, PHOTOCOPYING, OR OTHERWISE), WITHOUT WRITTEN CONSENT OF:

CHS Oilseed Processing

NO.	DATE	REVISION	BY
A	2/2/2024	ISSUED FOR REVIEW	MJW

DESIGNER: MJW
DRAWN: MJW
CHECKED: BJR
DRAW DATE: 2/2/2024
SCALE: AS SHOWN

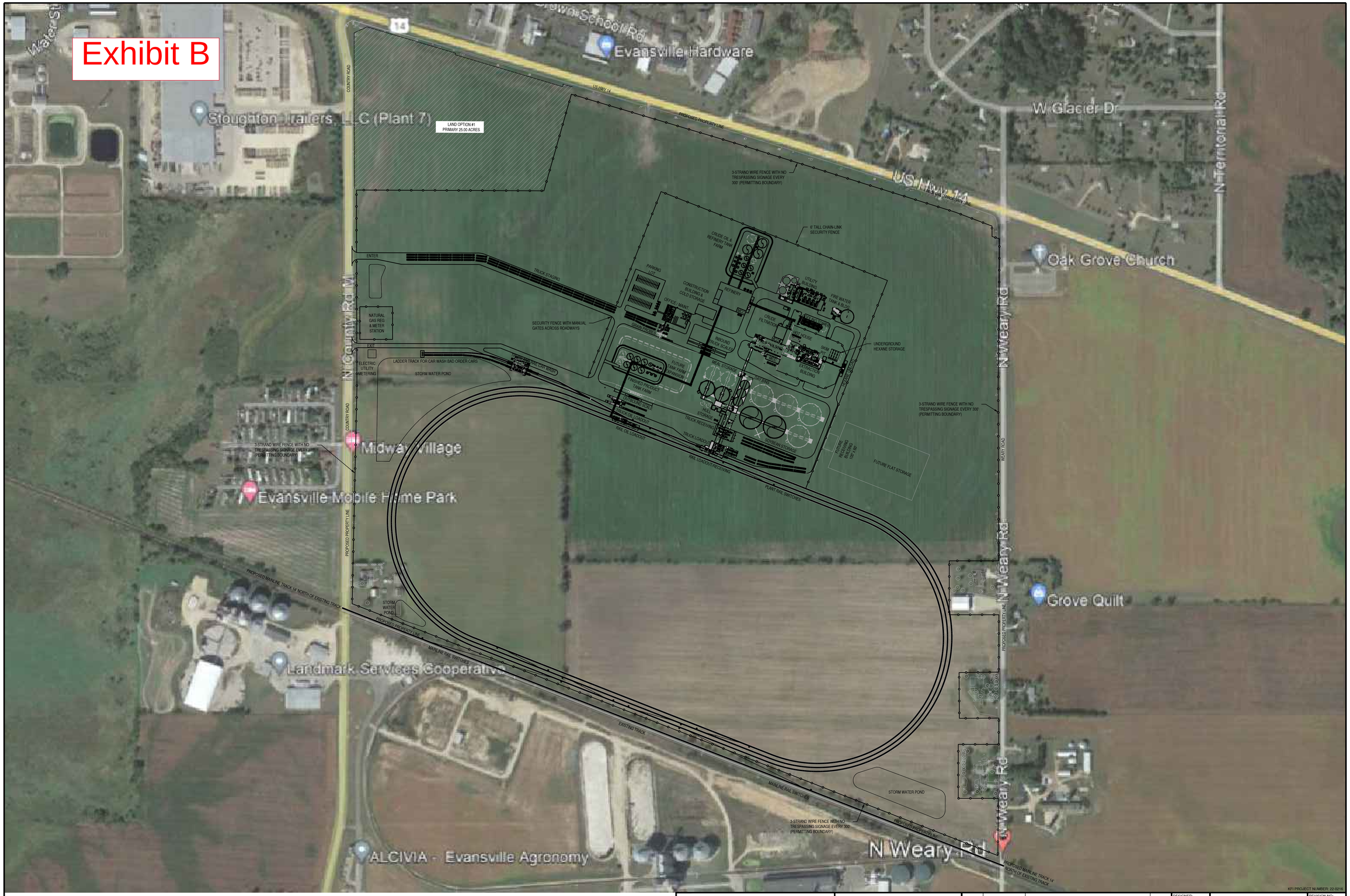
SITE LANDSCAPING EXHIBIT

CHS

Oilseed Processing - PROJECT ORANGE

REVISION NO: A
DRAWING NAME: KA171784SL
DEPARTMENT: CIVIL
DATE PRINTED: 2/2/2024
DRAWING NO: EXHIBIT 1

Exhibit B



1 OVERALL SITE PROPERTY PLAN WITH IMAGE - TRUE NORTH
GAR-9100 1"=200'-0"

0 100' 200' 400'

NORTH

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KFI
ENGINEERS
670 County Road B West
St. Paul, Minnesota 55113
Tel: (651) 771-0880 Fax: (651) 771-0878
Email: kfi@kfi-eng.com

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CHS Oilseed Processing

NO.	DATE	REVISION	BY
G	10/25/23	ISSUED FOR CRUSH PLAN GMP	KFI
B	04/25/23	ISSUED FOR REVIEW	KFI
C	05/04/23	ISSUED FOR REVIEW	KFI
D	05/23/23	ISSUED FOR REVIEW	KFI
E	06/16/23	ISSUED FOR REVIEW	KFI
F	08/18/23	ISSUED FOR REVIEW	KFI

DESIGNER: KFI
DRAWN: KFI
CHECKED: JPH
DRAW DATE: 10/25/23
SCALE: AS NOTED

OVERALL SITE PROPERTY PLAN WITH IMAGE - TRUE NORTH

CHS

Oilseed Processing - PROJECT ORANGE

REVISION NO: G
DRAWING NAME:
DEPARTMENT:
DATE PRINTED:
DRAWING NO: GAR-9100

KFI PROJECT NUMBER: 22-0216

Exhibit C



PRELIMINARY
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CHS Oilseed Processing

NO.	DATE	REVISION	BY
A	2/2/2024	ISSUED FOR REVIEW	MJW

DESIGNER: MJW
DRAWN: MJW
CHECKED: BJR
DRAW DATE: 2/2/2024
SCALE: AS SHOWN

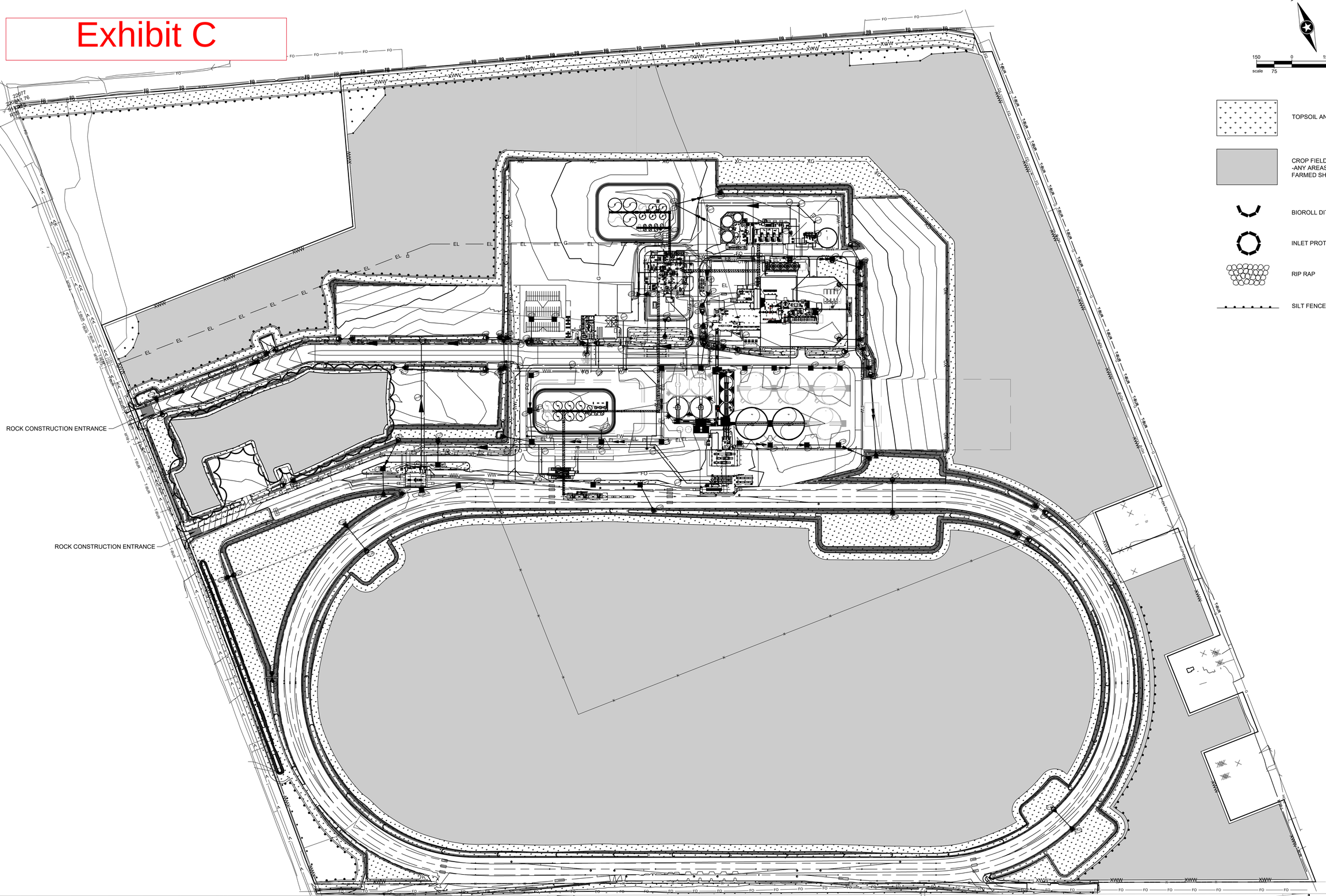
REGIONAL TRAIL AND ALTERNATE LANDSCAPING EXHIBIT

CHS

Oilseed Processing - PROJECT ORANGE

REVISION NO: A
DRAWING NAME: KA171784SL
DEPARTMENT: CIVIL
DATE PRINTED: 2/2/2024
DRAWING NO: EXHIBIT 2

Exhibit C



150 0 150 300
scale 75 feet

TOPSOIL AND SEED

CROP FIELDS
-ANY AREAS THAT DON'T END UP BEING FARMED SHALL BE TOPSOIL AND SEED

BIOROLL DITCH CHECK

INLET PROTECTION

RIP RAP

SILT FENCE

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CHS Oilseed Processing

NO.	DATE	REVISION	BY
B	6/30/2023	ISSUED FOR REVIEW	OTE
C	7/17/2023	ISSUED FOR REVIEW	OTE
D	10/25/2023	ISSUED FOR GMP	MJW
E	12/18/2023	UPDATED LANDSCAPING	MJW
F	12/20/2023	ADDENDUM 5	MJW
G	1/18/2024	UPDATED LANDSCAPING	MJW

DESIGNER: MJW
DRAWN: MJW
CHECKED: BJR
DRAW DATE: 1/18/2024
SCALE: AS SHOWN

EROSION CONTROL PLAN

CHS

Oilseed Processing - PROJECT ORANGE

REVISION NO: G
DRAWING NAME: KA171784EC
DEPARTMENT: CIVIL
DATE PRINTED: 1/18/2024
DRAWING NO: CIV-9400

EXHIBIT D

PROJECT INFRASTRUCTURE AND PUBLIC IMPROVEMENT RESPONSIBILITY

	Performance Responsibility		
	City of Evansville	CHS	NOTES
Transportation:			
Roads and Intersections			
County Road M Intersection		X	
County Road M (North Entrance)		X	
County Road M (South Exit)		X	
Roads and Intersections			
Rail Loop Track and Transition to UP Line		X	
Stormwater Management			
Storm Ponding Quality and Quantity Controls		X	
Storm Piping to Offsite		X	
Other (Site Specific Testing)		X	
Wastewater (Process & Sanitary)			
Pre-Treatment Facility		X	
DAF System		X	
Waste utility connection to City		X	
Pumps at WWTP	X		
Tanks at WWTP	X		
Pipes at WWTP	X		
HWY 14 Sewer and Water Extension for City	X		
CTH M Lift Station upgrades	X		
Capacity re-creation at City WWTP		X	
Water (Potable and Process)			
Process Water Distribution & Storage		X	
Emergency fire water holding tank and Hydrant		X	
Emergency fire water distribution and pumps		X	
New Well Installation (Abandon Old)		X	
SAC & WAC		X	
Electric Service			
Feeder Line from Union Road Substation	X	X	***Per Article 6 of the Development Agreement, the City's utility company, Evansville Water and Light will construct pursuant to separate electric substation agreement.***
Feeder Line from Marsh Road Substation	X	X	
Transformers (Quan/KVA)		X	
Gas Service			
Gate		X	
Line Extension (TBD on Financing w rate)		X	
Other Facilities Necessary to Provide Gas to Project		X	

EXHIBIT E

GRANT OF EASEMENTS

THIS GRANT OF EASEMENTS (this "Agreement") is entered into as of [_____] (the "Effective Date") by and between CHS Oilseed Processing LLC, a Delaware limited liability company (the "Owner"), and the City of Evansville, a municipal corporation located in Rock County, Wisconsin (the "City").

Recording Area

Return to:
[INSERT]

Parcel Identification Number:

RECITALS

WHEREAS, Owner owns certain real property situated along U.S. Highway 14, located in the City of Evansville, Rock County, Wisconsin, as legally described in the attached and incorporated **Exhibit A** (the "Property"); and

WHEREAS, Owner desires to grant the City (i) an easement to construct a multi-use recreation trail (Bike Path) over and across a portion of the Property for the public use and enjoyment upon its completion, and (ii) an easement to install certain water main and sanitary sewer facilities on, under, and upon a portion of the Property, all on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above, which are incorporated herein by reference, the covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the City agree as follows:

1. **Grant of Bike Path Easement; Purpose of Grant and Construction of Path.**

(a) Grant of Bike Path Easement. Owner hereby grants and conveys to the City a perpetual, nonexclusive easement to place, construct, use, maintain, repair and/or replace a pathway for pedestrian and bicycle purposes only (the "Path") over and across the Property (the "Bike Path Easement") in the location described and depicted on the attached and incorporated **Exhibit B** (the "Bike Path Easement Area"), including the right to preserve, protect, remove or plant thereon any vegetation that the City may deem desirable to prevent soil erosion. The Bike Path Easement burdens the Property and benefits the City and the public. The City shall have the right of access for repair, maintenance, replacement and/or reconstruction of the Path as the City deems necessary and prudent as further provided in Section 4 below.

EXHIBIT E

(b) Purpose of Grant. The purpose of the Bike Path Easement is to provide for a multi-use recreational trail or pathway for pedestrians, bicycles (including E-Bikes) and other modes of transport such as wheelchairs, baby strollers, wagons and so forth. It shall not be used for motorized vehicles except in the case of an emergency or for maintenance by the City or its authorized agents, invitees or contractors.

(c) Construction of Path. The City shall be responsible for causing the construction of the Path and all improvements and landscaping directly related thereto that are situated in the Bike Path Easement Area to be completed in accordance with the requirements of all applicable ordinances, codes, statutes, and laws (collectively "Laws"), in a workmanlike manner and free of liens. The City shall be solely responsible for all maintenance, repair and restoration responsibilities as further provided in Section 4 below.

(d) [***Temporary Bike Path Construction Easement. Owner hereby grants the City a "Temporary Bike Path Construction Easement" for the purpose of completing the construction of the Path over, under and across the "Bike Path Construction Area" described and depicted in the attached Exhibit B. The City, its agents, contractors and employees shall, pursuant to the Temporary Bike Path Construction Easement, be permitted to enter upon and have access to the Bike Path Construction Area for purposes of constructing the Path, including the right to operate necessary equipment thereon, the right of ingress and egress, including the right to preserve, protect, remove or plant thereon any vegetation that the City may deem desirable to prevent soil erosion. The Temporary Bike Path Construction Easement shall terminate on the earlier of: (a) ninety (90) days after filing of the notice of completion of construction of the Path by the City, or (b) [_____] days after commencement of construction of the Path. Following completion of the initial construction of the Path pursuant to the Temporary Bike Path Construction Easement, the City shall, at its sole cost, cause the prompt restoration to smooth surface contours and return to a neat condition any portions of the land in the Bike Path Easement Area, Bike Path Construction Area or any portion of the Property which may have settled, been disturbed or otherwise damaged or impacted by construction activities. Upon completion of the initial construction of the Path, the City shall thereafter maintain, repair and restore the Bike Path Easement Area and any adjacent area to keep the same in good and safe condition and repair at all times, and so that no damage will be caused to the Owner's adjacent land from any maintenance, repair or restoration or from access and use of the Bike Path Easement Area and Path by the City, its agents, employees and members of the public.***]

2. **Use of the Path by the Public.** The City shall ensure that all users of the Path are advised to take all reasonable precautions when using the Path, particularly during inclement weather that may adversely impact the condition of the Path. For example, snow, ice and wet areas are to be expected in winter months and it is likely that there will be slippery patches on the Paths, much as there are slippery patches on roadways. Similarly, there may be rough patches on the asphalt Path. The City shall bear all of the expenses of maintaining, repairing, and removing snow and debris from the Path, and shall defend against any claims made for any accidents, injuries or allegations that the City failed to perform hereunder, and shall indemnify Owner in accordance with Section 5 below.

3. **Grant of Water Main and Sanitary Sewer Easement; Purpose of Grant.**

EXHIBIT E

(a) Grant and Purpose of Water Main and Sanitary Sewer Easement. Owner hereby grants to the City, a perpetual, non-exclusive easement ("Water Main and Sanitary Sewer Easement" together with the Bike Path Easement, the "Easements") to survey, construct, erect, install, maintain, inspect, operate, repair, move, remove, replace and reconstruct subterranean water and sanitary sewer mains and related facilities and appurtenances (collectively, the "Facilities"), on, under, and upon the portion of the Property described and depicted on the attached **Exhibit C** (the "Water Main and Sanitary Sewer Easement Area" together with the Bike Path Easement Area, the "Easement Areas").

(b) Construction of Facilities. The City shall be responsible for the construction and installation of the Facilities, including all costs related thereto, in accordance with all applicable Laws, in a workmanlike manner and free of liens. The City shall own and shall be solely responsible for the costs of all maintenance, repair and restoration of the Facilities as further provided in Section 4. Following completion of the initial construction and installation of the Facilities, the City shall immediately cause the prompt restoration to smooth surface contours and return to a neat condition any portions of the Property which may have settled, been disturbed or otherwise damaged.

(c) [***Temporary Construction Easement. Owner hereby grants the City a "Temporary Facilities Construction Easement" (together with the Bike Path Temporary Construction Easement, the "Temporary Construction Easements") for the purpose of completing the construction of the Facilities over, under and across the "Facilities Construction Area" described and depicted in the Exhibit C. The City, its agents, contractors and employees shall, pursuant to the Temporary Facilities Construction Easement, be permitted to enter upon and have access to the Facilities Construction Area for purposes of constructing the Facilities, including the right to operate necessary equipment thereon, the right of ingress and egress, including the right to preserve, protect, remove or plant thereon any vegetation that the City may deem desirable to prevent soil erosion. The Temporary Facilities Construction Easement shall terminate on the earlier of: (a) ninety (90) days after filing of the notice of completion of construction of the Facilities by the City, or (b) [_____] days after commencement of construction of the Facilities. Following completion of the initial construction of the Facilities pursuant to the Temporary Facilities Construction Easement, the City shall, at its sole cost, cause the prompt restoration to smooth surface contours and return to a neat condition any portions of the land in the Water Main and Sanitary Sewer Easement Area, Facilities Construction Area or any portion of the Property which may have settled, been disturbed or otherwise damaged or impacted by construction activities. Upon completion of the initial construction of the Facilities, the City shall thereafter maintain, repair and restore the Water Main and Sanitary Sewer Easement Area, the Facilities and any adjacent area to keep the same in good and safe condition and repair at all times, and so that no damage will be caused to the Owner's adjacent land from any maintenance, repair or restoration or from access and use of the Water Main and Sanitary Sewer Easement Area and Facilities.***]

4. **Restoration, Repair and Maintenance.** The City shall be responsible, at its sole cost, for (i) all repair, maintenance, replacement and restoration necessary to maintain the Path in a safe condition, including (but not limited to) snow and ice removal and maintenance of the surface of

the Path, in accordance with all applicable Laws, and (ii) all repair, maintenance, replacement and restoration necessary to maintain the Facilities in a good, operable and safe condition, and in accordance with all applicable Laws. The City shall be permitted vehicular access to the Easement Areas, including the right to bring repair trucks and other machinery and equipment as the City deems necessary, for the purpose of performing such maintenance and repairs. All construction, restoration, repair, maintenance, operations and other actions or activities performed by the City pursuant to this Agreement or within or around the Easement Areas shall be carried out in a workmanlike manner and free of any liens and, following completion, the City shall, at its sole cost, cause the immediate restoration of any portions of the land in the Easement Areas or Owner's adjoining Property which may have settled, been disturbed or otherwise damaged.

5. **Non-Interference.** While the easements granted are labeled as "nonexclusive," the Owner will take no action or grant any future rights to the real estate at issue that would interfere with the City's exercise of its rights under this easement document.

6. **Insurance and Indemnification.** So long as this Agreement is in effect and the Easements, the Path or the Facilities exist, the City shall at all times obtain and maintain its customary liability insurance including, but not limited to, insurance covering the Easements granted herein and the City's obligations under this Agreement. The City shall indemnify, defend, and hold harmless the Owner from and against any and all claims, damages, costs and expenses (including, but not limited to, court costs and reasonable attorney's fees) incurred by the Owner in any way arising out of or related to the use, access, construction, operation, replacement, maintenance or repair of the Path, the Facilities, and the Easement Areas including any accidents or injuries thereon, or the City's default under this Agreement, or the City's other failure to meet or perform its obligations under this Agreement.

7. **Reservation of Rights**. Owner reserves the right to use and occupy the Easement Areas in a manner consistent with the rights herein conveyed provided that such use and occupancy shall not interfere with or disturb the operation, maintenance, repair, replacement and/or modification of the Path or Facilities located therein. In addition, the City expressly acknowledges and agrees that (a) the Easements, Temporary Construction Easements and other rights granted herein shall not permit the City to alter, remove, relocate or otherwise impact any fencing that may be constructed on the Property immediately adjacent to the Easement Areas and the City shall be obligated to indemnify the Owner in accordance with Section 5 above in the event of any damage or other impact to the Owner's fence including, but not limited to, any costs, fees, expenses, fines, penalties or other damages arising from or resulting from any such damage or other impact on the fence, and (b) the City acknowledges the granting of the Easements herein does not affect Owner's ability to use and rely on the Easement Areas for purposes of zoning calculations and other requirements applicable to the Property including, but not limited to, bulk, setback, and lot area coverage requirements.

8. **Non-Use.** Non-use or limited use of the Easement or Temporary Construction Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement or Temporary Construction Easement rights to the fullest extent authorized in this Agreement.

EXHIBIT E

9. **Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

10. **Enforcement.** Enforcement of this Agreement 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 Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

11. **Assignment.** No assignment shall be made of any of the rights granted to the City pursuant to this Agreement without the written consent of the Owner. Furthermore, the nature and use of the Easements (and the benefits and burdens) may not be materially modified or changed without the written consent of the Owner, which shall be set forth in an amendment to this Agreement recorded in the Office of the Register of Deeds.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

13. **Amendments to be in Writing.** This Agreement may not be modified in whole or in part unless such agreement is in writing and signed by all parties bound hereby.

14. **Covenants Running with the Land.** The easements, restrictions, covenants and conditions set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective heirs, successors and permitted assigns.

15. **Partial Invalidity.** If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. **Authority to Bind.** By signing below, the signatory warrants and represents that he or she is duly authorized to bind the party for whom he or she is signing.

17. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

[SIGNATURE PAGES FOLLOW]

EXHIBIT E

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER:
CHS Oilseed Processing LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me on this _____ day of _____, 202__, the above-named _____, as _____ of CHS Oilseed Processing LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Name:_____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

EXHIBIT E

CITY:
CITY OF EVANSVILLE

By:_____
Name:_____
Title:_____

Attest:_____
_____, City Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF ROCK)

Personally came before me this _____ day of _____, 202__, the above-named _____ and _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the City of Evansville.

_____
Name:_____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

This document was drafted by:
Kyle J.W. Jones
Carlson Black O'Callaghan & Battenberg LLP
222 W. Washington Ave., Suite 360
Madison, WI 53703-2745

EXHIBIT E

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[INSERT LEGAL DESCRIPTION OF PROPERTY]

EXHIBIT E

EXHIBIT B

LEGAL DESCRIPTION OF BIKE PATH EASEMENT AREA
MAP OF BIKE PATH EASEMENT AREA

[INSERT LEGAL DESCRIPTION OF BIKE PATH EASEMENT AREA AND BIKE PATH CONSTRUCTION AREA]

EXHIBIT E

[The following pages contain a depiction of the Bike Path Easement Area and [Bike Path Construction Area]. The depiction is included solely for the purpose of displaying visual relationship. Viewers are directed to ignore any illegible text.]

EXHIBIT E

EXHIBIT C

LEGAL DESCRIPTION OF WATER MAIN AND SANITARY SEWER EASEMENT AREA
MAP OF WATER MAIN AND SANITARY SEWER EASEMENT AREA

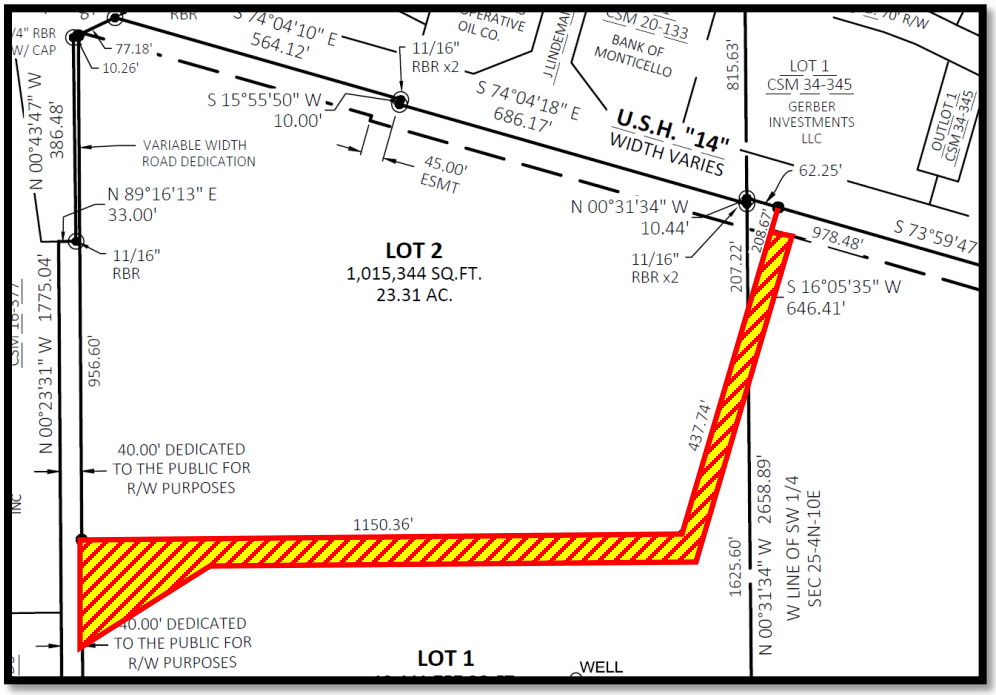
[INSERT LEGAL DESCRIPTION OF WATER MAIN AND SANITARY SEWER EASEMENT AREA AND FACILITIES CONSTRUCTION AREA]

EXHIBIT E

[The following pages contain a depiction of the Water Main and Sanitary Sewer Easement Area and [Facilities Construction Area]. The depiction is included solely for the purpose of displaying visual relationship. Viewers are directed to ignore any illegible text.]

EXHIBIT F

FUTURE EASEMENT LOCATIONS



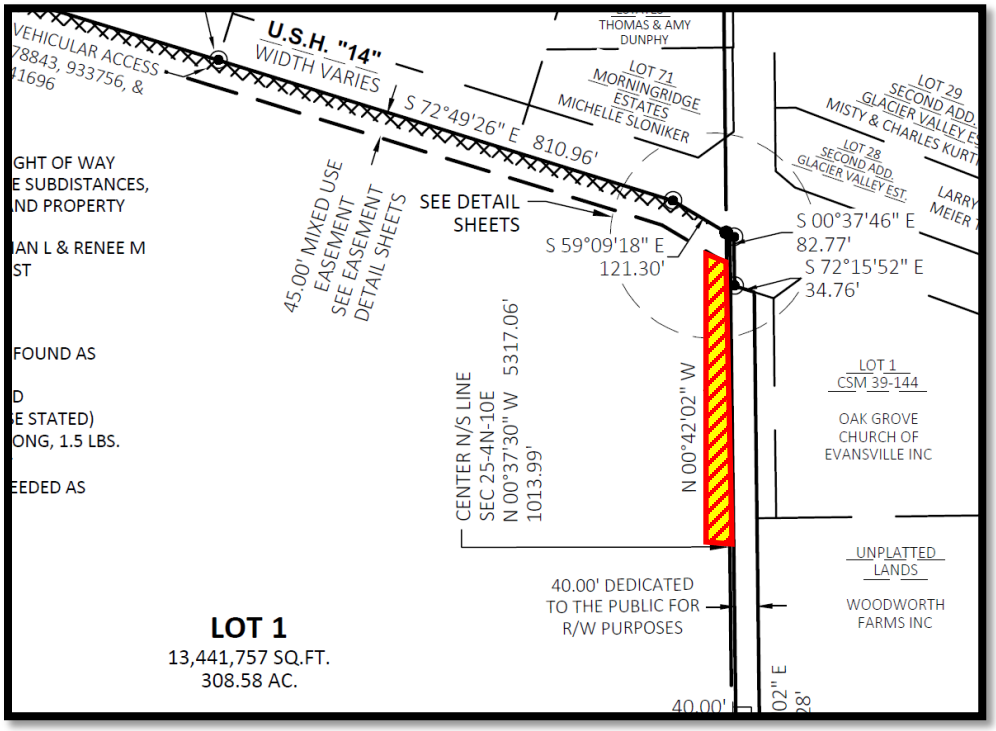


EXHIBIT G

City of Evansville

Community Development Department

www.ci.evansville.wi.gov
31 S Madison St
PO Box 529
Evansville, WI 53536
(608) 882-2266

October 11, 2023

CHS Oilseed Processing
5500 Cenex Drive
Inver Grove Heights, MN
Delivered via e-mail to: jim.graham@chsinc.com

Re: Site Plan Application Approval

Dear Mr. Graham,

Thank you for your recent applications to the City of Evansville. Your site plan application was approved at the Plan Commission meeting on Tuesday, September 5th, 2023. The approval is subject to the following conditions, which are being discussed in further detail between the City and applicant as a development agreement is organized. Please be advised that a final certified survey map is still needed in order to trigger the comprehensive plan amendment, rezoning, conditional use, and site plan approval.

We here at the city look forward to this project and the collaborative energy your team has shown throughout the entitlement process.

1. Ordinance 2023-08 (Annexation) fully approved.
2. Ordinance 2023-09 (Comprehensive Plan Amendment) fully approved
3. Ordinance 2023-10 (Rezoning) fully approved.
4. Common Council fully approves Land Division Application 2023-0019.
5. Conditional Use Permit Application 2023-0193 fully approved.
6. Applicant records conditional use permit and certified survey map with Rock County Register of Deeds.
7. A development agreement is mutually agreed upon and fully approved.
8. Wastewater discharge from site to arrive at City treatment plant at domestic strength, unless otherwise agreed to in the development agreement.
9. Applicant to connect to City water supply for domestic (potable) use only, unless otherwise agreed to in the development agreement.
10. Applicant may secure non-potable water usage through a high capacity well, subject to any applicable State land local regulations, unless otherwise agreed to in the development agreement.
11. Configuration of proposed utility connections (sanitary sewer, water, storm sewer) reviewed and approved by City Engineer.
12. Stormwater retention areas and configuration thereof reviewed and approved by City Engineer.
13. Grading and erosion control plan showing existing and proposed grades, including retention walls and related devices, and erosion control measures reviewed and approved by City Engineer.

14. Remove all outbuildings, dwellings, private septic systems, and private wells unless otherwise agreed to in the development agreement.
15. Any aviation lighting requirements are the responsibility of the applicant.
16. The business operator shall obtain and maintain all City, State, County, and Federal permits and licenses as may be required.
17. Final certified survey map to include proposed easement locations and acreages with appropriate dedication as discussed with staff.
18. Sign Permit Application submitted depicting location, type, height, size and lighting of all signage on the property for review and approval by staff.
19. Landscape plan illustrating compliance with Article IV of Ch 130 of the Municipal Code containing at least 60,000 landscape points and corresponding street trees submitted for review and approval by staff unless alternate consideration is agreed to in a development agreement.
20. Sidewalks installed along all public streets unless alternate considerations are agreed to in the development agreement
21. Elevation drawings of proposed buildings showing finished exterior treatment to clearly depict exterior materials, texture, color and overall appearance consistent with renderings submitted by the applicant for review on July 17, 2023 are reviewed and approved by staff.
22. Demonstration to staff that items required by Rock County for the new driveways on to County Highway M are met.
23. Configuration of internal fire protection system and turning movements for trucks submitted for review by Fire District.
24. Dimensioning and configuration of parking areas, showing dimensions and parking stalls as required by Article XI of the Municipal Code reviewed and approved by staff.
25. Revised traffic analysis conducted during peak harvest season submitted to staff to understand truck traffic impact and any corresponding intersection modifications needed.
26. Photometric Lighting Plan reviewed and approved by City staff. Lighting fixtures used on site must be dark sky compliant and reduce glare and unnecessary light pollution.
27. Any change to site plan application submittals shall be reviewed and approved per section 130-206 of the Municipal Code.