

## DEVELOPERS AGREEMENT

Agreement made this \_\_\_\_th day of \_\_\_\_\_ 20\_\_, by and between the Village of Cambria, a political subdivision having its territorial limits within the County of Columbia and State of Wisconsin ("Village"), and Didion Milling Inc./ Grand River Distribution LLC (Developer), having its principal place of business in the Village of Cambria, County of Columbia, State of Wisconsin.

### WITNESSETH:

Developer desires to gain rezoning approval and Conditional Use Permits for the purpose of expanding its existing facility by adding an ethanol plant on a tract of land located on Cabbage Road, in the Town of Courtland, County of Columbia and State of Wisconsin more particularly shown on attached survey map. Developer agrees to the following if said rezoning and Conditional Use Permits are obtained.

WHEREAS, the Planning and Zoning Commission of the County of Columbia has recommended unanimously to the Columbia County Board of Supervisors that the parcel be rezoned industrial from agricultural.

WHEREAS, Developer agrees to reconstruct, OR relocate Cabbage Road at its sole cost and expense to the extent needed to accommodate traffic attributed to the expansion.

WHEREAS, said road or road improvements shall not be considered to be so constructed until the Village and /or Town Engineers certify the same to be true.

WHEREAS, The Developer understands the Village has concerns regarding use of water at the expansion, Developer agrees to repair or replace the Village wells if affected by low water levels. Developer's responsibility to repair or replace Village wells will be in effect until such time that other high capacity wells are permitted and constructed in the shared aquifer.

WHEREAS, The Developer understands the Village has concerns about the potential for noise pollution, Developer agrees to maintain sound level of ~~65~~ <sup>65</sup> decibels or less at the property line for its entire operation.

WHEREAS, Developer understands the Wisconsin Department of Revenue may reassess the existing facility resulting in a substantial reduction in taxes. Developer agrees to indemnify the Village from this tax loss by agreeing to reimburse the Village its portion of any tax reduction. This will be accomplished through a direct payment from the Developer to the Village which will perpetuate indefinitely with the amount to be determined by using 2005 taxes paid to the Village and subtracting the taxes due to the

Village for any given year. Payments will stop when assessed value leads to a tax that is equal to or greater than 2005 tax liability.

WHEREAS, Developer understands that there are concerns regarding its existing operations, Developer agrees to address any legitimate concerns by improving its operations. If agreement as to what concerns are legitimate and the improvements effectiveness cannot be reached a third party approved by the Developer and the Village will be appointed.

WHEREAS, Developer understands that safety is of utmost concern to the Village and its residents, Developer agrees to work with the Village to determine what additional fire protection equipment is normal and necessary to serve the expansion. Developer further agrees to reimburse the Village for the cost of the necessary equipment, or purchase said equipment and keep it on site for the Villages use..

WHEREAS, Developer has a vested interest in the fiscal health of the Village, Developer agrees to work in conjunction with the Village to secure any available infrastructure grants that this project could generate.

WHEREAS, Developer has an interest in seeing the Village gain fiscally from the expansion, Developer agrees to explore the possibility of purchasing Village services such as back up water supply.

NOW, THEREFORE, in consideration of the mutual promises and covenants and other good and sufficient considerations, it is hereby agreed:

1. The Village will work in good faith with the Town of Courtland, Didion Milling and the County of Columbia to gain the necessary approvals to expand its operations to include an ethanol production facility
2. The Developer agrees to arrange for procurement and/or payment of necessary permits, fees, and charges associated with this expansion.
3. Developer agrees to maintain said road and drainage improvements and repair any and all defects in said road and/or drainage improvements for a period of one (1) year after acceptance thereof by the Village and or Township of Courtland.

Village of Cambria

Didion Milling Inc.

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Gary Nehring, President

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Dow A. Didion, President