

**THIRD AMENDMENT TO CASH GRANT DEVELOPER'S AGREEMENT
BY AND BETWEEN THE CITY OF CEDARBURG AND
CEDARBURG LAND & CATTLE, LLC**

This Third Amendment to Developer's Agreement ("Second Amendment") is made and entered into as of this 12th day of MARCH, 2021, by and between the City of Cedarburg, a Wisconsin municipal corporation, located in Ozaukee County, Wisconsin, ("City") and Cedarburg Land & Cattle, LLC, ("Developer") (collectively, City and Developer shall be referred to herein as "Parties" and individually as "Party").

RECITALS

WHEREAS, the City and Developer entered into a Cash Grant Developer's Agreement ("Developer's Agreement") on October 27, 2014, which Developer's Agreement was recorded with the Ozaukee County Register of Deeds office on November 20, 2014, at 9:34 a.m., as Document No. 1010000; and

WHEREAS, the Developer's Agreement required the Developer to construct two buildings on the Project Area creating a total real estate tax increment in the Project Area with an equalized value of Nine Hundred Fifty Thousand (\$950,000.00) Dollars, no later than January 1, 2020, and pursuant to the terms and conditions of the Developer's Agreement; and

WHEREAS, the Developer requested an extension of the completion deadline set forth within the Development Agreement and, therefore, the Parties entered into an Amendment to the Developer Agreement ("Amendment") dated September 4, 2019, to confirm that the Developer's request for the extension was granted, and providing that Developer must complete the Final Project, as defined within the Developer's Agreement, no later than January 1, 2021;

WHEREAS, the Developer requested an extension of the completion deadline set forth within the Amendment dated September 4, 2019, and, therefore, the Parties entered into a Second Amendment to the Developer Agreement ("Second Amendment") dated March 11, 2020, which Second Amendment confirmed the following: i) that the Developer's request for the extension was granted, and providing that Developer must complete the Final Project, as defined within the Developer's Agreement, no later than January 1, 2022; ii) that the Final Project was redefined to include three (3) total buildings; and iii) that Developer shall pre-pay the City for partial reimbursement of the consulting, legal and administrative costs of TID No. 3, in the amount of \$25,000; and

WHEREAS, the Developer now requests an additional one-year extension of the completion deadline for the creation of the increment, described herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties do agree as follows:

1. Section IV(A) of the Developer's Agreement shall be deleted and recreated to provide as follows:

Subject to Developer being in compliance with all terms and conditions set forth herein, and Sections IV(C) and (D) below, the City will pay to Developer a Cash Grant in an amount equal to the Project Value less the Base Value, multiplied by 25% (e.g. Project Value of \$1,050,000 less Base Value of \$50,000 equals \$1,000,000 multiplied by 25% equals \$250,000), plus \$25,000, which represents the reimbursement of costs identified in paragraph 1, of the Second Amendment to the Cash Grant Developer's Agreement. By way of example, if the Project Value is \$1,050,000, and the Base Value is \$50,000, the Cash Grant shall be \$275,000 ($\$1,050,000 - \$50,000 = \$1,000,000 \times 25\% = \$250,000 + \$25,000 = \$275,000$). The calculation of the Cash Grant amount will be determined based on the Base Value and Project Value at such time that the Final Project is completed, or January 1, 2023, whichever occurs first.

2. Section IV(B) of the Developer's Agreement shall be deleted and recreated to provide as follows:

Payment of Cash Grant. The Cash Grant will be paid in annual installments from tax increments collected by the City within TID No. 3. Installment payments will be made on or before July 1st in each calendar year in which a positive tax increment is collected commencing in 2024, or the year following final completion of the Final Project, whichever occurs first. The payment amount is equal to the actual amount of tax increment collected for that year, less any amounts due the City as required herein. Unpaid Cash Grant amounts, and any accrued interest thereon, will accrue interest at a rate of 3% compounded annually based upon a 365-day year. Interest shall begin to accrue commencing in the first real estate tax year after increment is created in the Project Area. However, interest shall not be payable unless and until Developer has fully met the Conditions set forth in Section IV(C) below, and is compliant with all other terms and conditions of this Agreement. In the event that the CPI-U for the Milwaukee-Racine, Wisconsin, metropolitan area, as published by the Bureau of Labor Statistics ("CPI-U"), should, at any time during the life of TID No. 3, exceed Five percent (5%) for two consecutive years, the Developer shall have the right to seek an increase of the interest rate payable under this Agreement from the City. In the event that the average CPI-U for the TID existence, as calculated beginning in year eight (8) of TID No. 3, and annually thereafter, should be lower than three percent (3%), the City shall decrease the interest rate payable under this Agreement to the actual average CPI-U, as calculated above. In the event of a decrease of the interest rate, any prior overpayment of the Cash Grant shall be deducted from the balance of the Cash Grant still owed.

Payments will continue until the total amount of the Cash Grant has been paid, or until TID No. 3 reaches its maximum allowable life as specified in the Tax Increment Law, whichever occurs sooner (See Projected Cash Flow identified as **Exhibit A** to this Third Amendment).

3. Section IV(C)(4) of the Developer's Agreement shall be deleted and recreated to provide as follows:

The Developer has completed (as defined in Section III(A)(6), above) the Final Project, creating total real property tax increment in the Project Area with an equalized value of at least \$950,000, no later than January 1, 2023.

4. Section VII(A)(1)(a) of the Developer's Agreement shall be deleted and recreated to provide as follows:

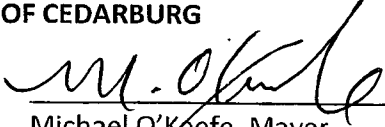
Default by Developer: A failure by the Developer to commence and complete the Final Project by January 1, 2023, or any part thereof pursuant to the terms, conditions and limitations of this Agreement; a failure of the Developer to perform or observe any or all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Agreement; the Developer becomes insolvent or is the subject of bankruptcy, receivership or insolvency proceedings of any kind; or the dissolution or liquidation of the Developer, or the commencement of any proceedings therefore.

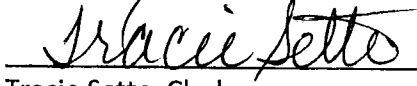
5. All remaining terms and conditions of the Developer Agreement, as amended (and including the terms of the First Amendment and Second Amendment) that are not inconsistent with the terms and conditions of this Third Amendment, shall remain in full force and effect with regard to the parties.

[SIGNATURES ON FOLLOWING PAGE]

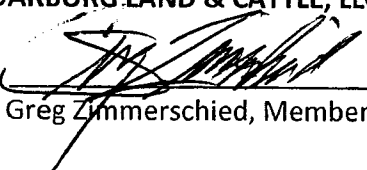
IN WITNESS WHEREOF, the Developer and the City have caused this Agreement to be signed and effective as of the day, month, and year first written above.

CITY OF CEDARBURG

by: 
Michael O'Keefe, Mayor

by: 
Tracie Sette, Clerk

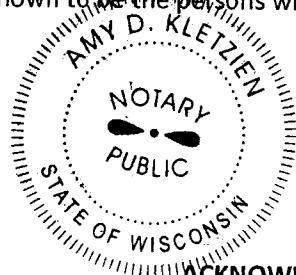
CEDARBURG LAND & CATTLE, LLC.

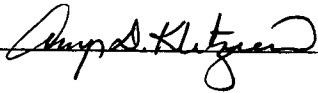
by: 
Greg Zimmerschied, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF OZAUKEE)

Personally came before me this 12th day of February, 2021, the above named Michael O'Keefe and Tracie Sette, to me known to be the Mayor and City Clerk of the City of Cedarburg, respectively, and to me known to be the persons who executed the foregoing agreement and acknowledged the same.

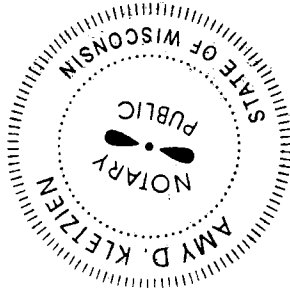


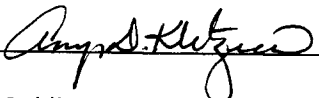

Notary Public, State of Wisconsin.
My commission 4/15/23

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF OZAUKEE)

Personally came before me this 10th day of March, 2021, the above named member of Cedarburg Land & Cattle, LLC, and Greg Zimmerschied, known to be the persons who executed the foregoing agreement and acknowledged the same.




Notary Public, State of Wisconsin.
My commission 4/15/23

City of Cedarburg, Wisconsin

Tax Increment District # 3

Cash Flow Projection

Year	Revenues		Expenditures					Balances				Year	
	Tax Increments	Total Revenues	Pay As You Go Cash Grant ¹					Total Expenditures	Annual	Cumulative	Cash Grant Principal &		
			Dated Date: Principal	Rate	Def. Int.	Payments	Admin.				Accrued Int.		City Advance
			237,500										
			01/01/23										
2014		0					19,974	19,974	(19,974)	(19,974)			2014
2015		0					2,537	2,537	(2,537)	(22,511)			2015
2016		0					1,105	1,105	(1,105)	(23,616)		22,511	2016
2017	169	169					1,069	1,069	(900)	(24,516)		24,516	2017
2018	289	289					5,261	5,261	(4,972)	(29,488)		29,488	2018
2019	390	390					3,000	3,000	(2,610)	(32,098)		32,098	2019
2020	530	530					3,000	3,000	(2,470)	(34,568)		34,568	2020
2021	536	536					3,000	3,000	(2,464)	(37,032)		37,032	2021
2022	541	541					3,000	3,000	(2,459)	(39,491)		39,491	2022
2023	18,798	18,798	237,500	3.00%	7,125		3,000	3,000	15,798	(23,694)	244,625	23,694	2023
2024	18,986	18,986	244,625	3.00%	7,339		3,000	3,000	15,986	(7,708)	251,964	7,708	2024
2025	19,175	19,175	251,964	3.00%	7,559	8,467	3,000	11,467	7,708	0	251,056	0	2025
2026	19,367	19,367	251,056	3.00%	7,532	16,367	3,000	19,367	0	0	242,220	0	2026
2027	19,561	19,561	242,220	3.00%	7,267	16,561	3,000	19,561	0	0	232,926	0	2027
2028	19,756	19,756	232,926	3.00%	6,988	16,756	3,000	19,756	0	0	223,157	0	2028
2029	19,954	19,954	223,157	3.00%	6,695	16,954	3,000	19,954	0	0	212,898	0	2029
2030	20,154	20,154	212,898	3.00%	6,387	17,154	3,000	20,154	0	0	202,131	0	2030
2031	20,355	20,355	202,131	3.00%	6,064	17,355	3,000	20,355	0	0	190,840	0	2031
2032	20,559	20,559	190,840	3.00%	5,725	17,559	3,000	20,559	0	0	179,007	0	2032
2033	20,764	20,764	179,007	3.00%	5,370	17,764	3,000	20,764	0	0	166,613	0	2033
2034	20,972	20,972	166,613	3.00%	4,998	17,972	3,000	20,972	0	0	153,639	0	2034
2035	21,182	21,182	153,639	3.00%	4,609	18,182	3,000	21,182	0	0	140,067	0	2035
2036	21,393	21,393	140,067	3.00%	4,202	18,393	3,000	21,393	0	0	125,876	0	2036
2037	21,607	21,607	125,876	3.00%	3,776	18,607		21,607	0	0	108,045	0	2037
2038	21,823	21,823	108,045	3.00%	3,241	18,823		21,823	0	0	89,463	0	2038
2039	22,042	22,042	89,463	3.00%	2,684	19,042		22,042	0	0	70,105	0	2039
2040	22,262	22,262	70,105	3.00%	2,103	19,262		22,262	0	0	49,946	0	2040
2041	22,485	22,485	49,946	3.00%	1,498	19,485		22,485	0	0	28,960	0	2041
2042	22,709	22,709	28,960	3.00%	869	19,709		22,709	0	0	7,119	0	2042
Total	416,358	416,358				332,412	83,946	416,358					Total

Notes:

1 Cash Grant Developer's Agreement specifies that the cash grant will be equal to 25% of the Incremental value of the Final Project, with unpaid amounts accruing interest at 3%.



City of Cedarburg, Wisconsin

Tax Increment District # 3

Tax Increment Projection Worksheet

Type of District	Blighted Area	Base Value	282,500
Creation Date	October 27, 2014	Appreciation Factor	1.00%
Valuation Date	Jan 1, 2015	Base Tax Rate	\$19.21
Max Life (Years)	27	Rate Adjustment Factor	
Expenditure Periods/Termination	27 / 10/27/2036	Tax Exempt Discount Rate	
Revenue Periods/Final Year	26 / 2042	Taxable Discount Rate	
Extension Eligibility/Years	Yes		
Recipient District	Yes		

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate ¹	Tax Increment	
1	2015	8,500	2016		8,500	2017	\$19.88	169
2	2016	6,400	2017		14,900	2018	\$19.40	289
3	2017	5,400	2018		20,300	2019	\$19.21	390
4	2018	7,300	2019		27,600	2020	\$19.21	530
5	2019	0	2020	276	27,876	2021	\$19.21	536
6	2020	0	2021	279	28,155	2022	\$19.21	541
7	2021	950,000	2022	282	978,436	2023	\$19.21	18,798
8	2022	0	2023	9,784	988,221	2024	\$19.21	18,986
9	2023	0	2024	9,882	998,103	2025	\$19.21	19,175
10	2024	0	2025	9,981	1,008,084	2026	\$19.21	19,367
11	2025	0	2026	10,081	1,018,165	2027	\$19.21	19,561
12	2026	0	2027	10,182	1,028,346	2028	\$19.21	19,756
13	2027	0	2028	10,283	1,038,630	2029	\$19.21	19,954
14	2028	0	2029	10,386	1,049,016	2030	\$19.21	20,154
15	2029	0	2030	10,490	1,059,506	2031	\$19.21	20,355
16	2030	0	2031	10,595	1,070,101	2032	\$19.21	20,559
17	2031	0	2032	10,701	1,080,802	2033	\$19.21	20,764
18	2032	0	2033	10,808	1,091,610	2034	\$19.21	20,972
19	2033	0	2034	10,916	1,102,527	2035	\$19.21	21,182
20	2034	0	2035	11,025	1,113,552	2036	\$19.21	21,393
21	2035	0	2036	11,136	1,124,687	2037	\$19.21	21,607
22	2036	0	2037	11,247	1,135,934	2038	\$19.21	21,823
23	2037	0	2038	11,359	1,147,294	2039	\$19.21	22,042
24	2038	0	2039	11,473	1,158,766	2040	\$19.21	22,262
25	2039	0	2040	11,588	1,170,354	2041	\$19.21	22,485
26	2040	0	2041	11,704	1,182,058	2042	\$19.21	22,709
Totals	977,600		204,458			Future Value of Increment	416,358	

Notes:

¹Tax rates shown through the 2019 revenue year are actual per DOR Form PC-202 (Tax Increment Collection Worksheet)

City of Cedarburg, Wisconsin

Tax Increment District # 3

Development Assumptions

Construction Year		Actual	Mill - Washington Site ¹	Annual Total	Construction Year	
1	2015	8,500		8,500	2015	1
2	2016	6,400		6,400	2016	2
3	2017	5,400		5,400	2017	3
4	2018	7,300		7,300	2018	4
5	2019			0	2019	5
6	2020			0	2020	6
7	2021		950,000	950,000	2021	7
8	2022			0	2022	8
9	2023			0	2023	9
10	2024			0	2024	10
11	2025			0	2025	11
12	2026			0	2026	12
13	2027			0	2027	13
14	2028			0	2028	14
15	2029			0	2029	15
16	2030			0	2030	16
17	2031			0	2031	17
18	2032			0	2032	18
19	2033			0	2033	19
20	2034			0	2034	20
21	2035			0	2035	21
22	2036			0	2036	22
23	2037			0	2037	23
24	2038			0	2038	24
25	2039			0	2039	25
26	2040			0	2040	26
Totals		27,600	950,000	977,600		

Notes:

¹ Assumes that an extension is granted until January 1, 2022 for the Project to meet its minimum assessed value requirement of \$950,000 not later than January 1, 2020. Analysis further assumes that only the minimum required value created.

EXHIBIT A
PROJECTED CASH FLOW