

## REIMBURSABLE SERVICES AGREEMENT

This Reimbursable Services Agreement is made this 13<sup>th</sup> day of February, 2026, (the "Agreement") by and between the Town of Elba, located in Dodge County, Wisconsin (the "Town"), and Columbus Chemical Industries, Inc., a Wisconsin Corporation with principal offices located at N4335 Temkin Road, Columbus, Wisconsin ("CCI").

### THE PARTIES RECITE THAT:

**WHEREAS**, CCI is the occupant of N4335 Temkin Road and N4330 Temkin Road, Columbus, WI 53925, located in the Town of Elba, Dodge County, Wisconsin (the "CCI Parcels"); and

**WHEREAS**, CCI desires to have the right of way known as C.D. Road, which located adjacent to the CCI Parcels discontinued by the Town of Elba; and

**WHEREAS**, CCI agrees to fully pay for the costs incurred by the Town in the discontinuance of the right of way; and

**WHEREAS**, the Town has determined that the discontinuance of the right of way is in the Town's best interests, and that no parcel will be landlocked as a result of the discontinuance; and

**WHEREAS**, this Agreement shall set forth each party's intent to pursue the discontinuance of the right of way and provide for a process for the reimbursement to the Town of the costs incurred in pursuing the discontinuance.

**NOW, THEREFORE**, in consideration of the following covenants, the parties agree as follows:

**1) REIMBURSEMENT OF COSTS.** CCI agrees to pay to the Town all reasonable out-of-pocket costs for surveying, legal, publication expenses, recording fees, meeting costs and administrative expenses incurred by the Town that are required for the creation, processing, reviewing, meeting, drafting of documents and/or materials necessary for the discontinuance of the right of way known as C.D. Road, located adjacent to the CCI Parcels.

### **2) COMMITMENTS OF THE PARTIES.**

a) CCI agrees to pay 100% of out-of-pocket costs for surveying, legal, publication expenses, recording fees, special meeting costs, if applicable, and administrative expenses incurred by the Town that are required for the creation, processing, reviewing, meeting, drafting of documents and/or materials necessary for the discontinuance of the right of way known as C.D. Road, located adjacent to the CCI Parcels.

b) The Town agrees to engage consultants, attorney(s), schedule hearings and meetings, prepare notices and submit documents and materials in a timely fashion

necessary for the review and approval process for the discontinuance of the right of way known as C.D. Road, located adjacent to the CCI Parcels.

**3) NO GUARANTEE BY TOWN.** The parties acknowledge that the discontinuance of the right of way is a legislative process by the Town Board. The Town shall make every reasonable effort to discontinue the right of way, but in the event that such discontinuance does not occur, for any reason, CCI shall still be responsible for the Town's costs under this Agreement.

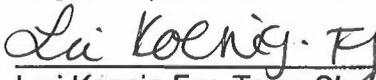
**4) SEVERABILITY.** If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement if necessary, so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

Accepted and approved this 13<sup>th</sup> day of February, 2026.

**TOWN OF ELBA**

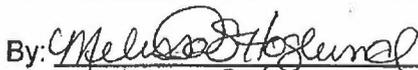


Roger Parpart, Town Chair



Lori Koenig-Fry, Town Clerk

**COLUMBUS CHEMICAL INDUSTRIES, INC.**

By: 

Name: Melissa S. Hoglund

Title: CFO