Development Agreement
Between the City of Port Washington ("City") and Vantage Data Centers Management Company, LLC ("Developer")

THIS DEVELOPMENT AGREEMENT is entered into as of August 19, 2025, by and between **Vantage Data Centers Management Company, LLC**, a Delaware limited liability company (the "Developer"), and the **City of Port Washington** (the "City"), a Wisconsin municipal corporation. Collectively, the Developer and City are the Parties to the Agreement, and each is a Party.

RECITALS

The City and Developer acknowledge the following:

A. The City and Developer's predecessor in interest, Red Granite DevCo LLC ("Cloverleaf") entered into a Pre-Annexation Agreement made as of January 21, 2025 to facilitate the development, construction, operation and use of a data center campus and related improvements as contemplated in that Pre-Annexation Agreement. On May 30, 2025, Cloverleaf and Developer's affiliate entered into a general assignment and assumption agreement in which Cloverleaf assigned, and Developer's affiliate assumed, such Pre-Annexation Agreement and other related agreements.

B. Developer has acquired certain real property legally described in **EXHIBIT A: PROPERTY LEGAL DESCRIPTION** attached hereto (the "Property"). The Property is referred to as two (2) phases: the "North Phase" and the "South Phase" (as depicted on the attached **EXHIBIT B**). The "North Phase" and the "South Phase" are each sometimes referred to as a "Phase" or collectively, "Phases".

C. The South Phase has been annexed into the City. The North Phase currently lies within the Town of Port Washington (the "Town"). Developer has or intends to submit annexation petitions (the "Petitions") requesting annexation into the City of all of the North Phase acquired by Developer prior to the creation of the District.

D. Developer plans to develop and construct a large-scale data center campus on the Property in Phases over multiple years (the "Project") with an estimated total Development Cost of not less than TBD billion dollars. Depending upon actual use of the Property, the South Phase is anticipated to be developed continuously until completion. Development of the North Phase may or may not occur at all or may occur in smaller Phases and/or with pauses in development activities.

E. The City acknowledges that it is encouraging technology campus/industrial development within the Project area, and that the Project will generate significant ad valorem property taxes in the City.

F. The City finds that the development, construction, operation and use of the Project and the fulfillment of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and will serve a public purpose in accordance with state and local law. The City also finds that the Project would not be undertaken by Developer and would not be economically feasible within the foreseeable future without the assistance to Developer as provided in this Agreement.

G. The City, pursuant to Common Council action dated August 19, 2025, has approved this Agreement, and authorized its execution by City officials, on the City's behalf.

H. Developer has approved this Agreement and authorized its execution by an appropriate representative on its behalf.

AGREEMENTS

In consideration of the foregoing recitals (which are incorporated herein by reference) and the terms and conditions set forth herein, the Parties agree as follows. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

A. *"Administrative Costs"* means the costs the City attributes to internal City staff time charged to the District, not to exceed $100,000 annually.

B. "*Agreement*" means this Development Agreement, as the same may hereafter be, from time to time modified, amended, or supplemented in accordance with its terms;

C. "*Building*" means any completed building or any building under construction in the Project and improvements accessory to such buildings.

D. "*Developer*" means Vantage Data Centers Management Company, LLC, a Delaware limited liability company and/or its permitted successors and assigns.

E. *"Development Costs"* means the cumulative total development expenditures by Developer, its affiliates and/or its tenants in acquiring, developing and equipping the Project, which will include all soft and hard costs, permitting and license fees, wetland mitigation fees and costs, costs to obtain approvals, all third party consultant fees, costs of an owner's representative and the costs of all Public Improvements, Buildings and personal property, equipment, computer systems and associated components, telecommunications and storage systems, cooling systems, power supplies and systems, and equipment used for the transformation, transmission, distribution and management of electricity (including substations), internet-related equipment, data communications connections, environmental controls and security devices, structures and site features installed in the Project. The Parties agree that the total Development Costs are not equal to an assessable value for property tax valuation purposes, as a portion of the Development Costs are exempt from taxation pursuant to Wisconsin law.

F. *"Developer Reimbursements"* means the reimbursements for costs that the City will pay to Developer solely from Tax Increment. A list of those Development Costs which qualify as Developer Reimbursements is attached hereto as **EXHIBIT C**. The Development Costs

which qualify as Developer Reimbursements shall accrue interest at a rate of seven percent (7%) per annum from the date incurred until the date received by Developer.

G. "*District*" means Tax Incremental District No. 5, City of Port Washington, Wisconsin;

H. "*Fees*" means those customary and ordinary fees due to the City for the Project under applicable City ordinances, examples of which are listed on **EXHIBIT D** attached hereto including but not limited to permit fees, inspection fees, and impact fees;

I. "*Minor Alterations"* means additions, renovations, or changes to building, site, and operational plans for the Project approved by the City Plan Commission, including but not limited to modifications to site plans, Building plans, Building elevations, parking and access plans, lighting plans, and/or landscaping plans that are imperceptible or immaterial; any changes that alter less than 50,000 square feet of Building size, less than 30 feet in any dimension and/or changes in colors, materials or species are immaterial.

J. "*North Phase*" means the property and development thereon generally depicted in the initial conceptual site plan attached hereto as **EXHIBIT B: SITE PLAN**

K. "*Commencement Date*" shall be by July 1, 2026 (as may be extended pursuant to this Agreement);

L. "*Plans and Specifications"* means the site plan, building and improvements plan, landscaping plan and other materials that the Developer shall submit to the City for approval consistent with this Agreement and applicable City ordinances;

M. "*Project*" means the development and construction of a data center campus on the Property with estimated Development Costs of not less than TBD billion dollars, as generally and preliminarily described in the initial conceptual site plan attached hereto as **EXHIBIT B: SITE PLAN**;

N. "*Project Base Value*" means the equalized value of the Property as of January 1, 2026 and is estimated to be one hundred and twenty million dollars ($120,000,000).

O. "*Project Plan*" means the project plan for development of the Property and improvements thereto scheduled to be adopted by the City on October____, 2025 consistent with the Tax Increment Law;

P. "*Property*" means that certain real property legally described in **EXHIBIT A: PROPERTY LEGAL DESCRIPTION** attached hereto;

Q. "*Public Improvements"* means the City-constructed improvements, including the construction of public roads and related public utilities, for the Project and necessary upgrades to existing public infrastructure including lift stations and City water and wastewater facilities, within or without the District, determined by the City to be necessary to ensure utility services of sufficient quality, quantity and capacity to serve the Project as generally set forth on **EXHIBIT E** attached hereto. The Public Improvements shall, no later than December 31, 2027 subject to Force Majeure, include the extension of public sewer and water services into the area of the Town of Port Washington known as Knellsville on an extraterritorial basis as specified in the Supplemental Agreement to the Settlement Agreement Between the City of Port Washington and the Town of Port Washington, Ozaukee County, Wisconsin, to Provide for Orderly Development, Boundary Agreements and Shared Services, Dated November 23, 2004 and attached hereto as **EXHIBIT F** (the "Town Agreement").

R. "*Public Improvement Work*" means the design, permitting, construction and installation of the Public Improvements.

S. "*South Phase*" means the property and improvements thereon generally depicted in the initial conceptual site plan attached hereto as **EXHIBIT B: SITE PLAN**

T. "*Substantial Completion" or "Substantially Complete*" means the stage in the progress of the South Phase or North Phase when such phase is sufficiently complete so that it can be occupied for its intended use as evidenced by a certificate of occupancy.

U. "*Tax Increment*" means all tax increment revenues generated from Value Increment (as defined by the Tax Increment Law) collected by the City from the District;

V. "*Tax Increment Law*" means WIS. STAT. SEC. 66.1105; and

W. "*Term*" means the term of this Agreement, which shall continue from the date this Agreement is fully executed until each Party satisfies all obligations described herein or until the date of the expiration and closure of the District or another date agreed to by the Parties, whichever is earlier.

ARTICLE I: REPRESENTATIONS AND WARRANTIES

A. Representations and Warranties of the City. The City makes the following representations and warranties:

1. The City is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.

2. To the City's knowledge, neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement by the City is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, material agreement or instrument of whatever nature to which either is now a party or by which it is bound, or constitutes a default under any of the foregoing, in each case except to the extent that such breach would not reasonably be expected to materially impair the ability of the City to timely and fully perform its obligations under this Agreement.

3. The execution, delivery, and the consummation of the transactions contemplated hereby have been duly authorized and approved by the City. The City does not require any other or further acts or proceedings. This Agreement constitutes the legal, valid and binding agreement and obligations of the City, enforceable against it in accordance with its terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

4. The City acknowledges that the entire Property is planned for technology campus/business park industrial land uses pursuant to the City's Comprehensive Plan for 2025 adopted January 6, 2009 and amended May 20, 2025. In connection with annexation and rezoning ordinances adopted on May 20, 2025 for the South Phase, the City has determined that the Property is appropriate for the Project. The City acknowledges that Developer is investing significant Development Costs in the Project in reliance on the City recognizing

that Developer's interests in developing, constructing and operating a data center campus at the Property, consistent with the I-3 Technology Campus District ordinance as adopted on May 6, 2025, are vested.

B. Representations and Warranties of Developer. The Developer makes the following representations and warranties:

1. Developer is a Delaware limited liability company and has the power to enter into this Agreement and carry out its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

2. To Developer's knowledge, neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Developer is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, material agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing, in each case except to the extent that such breach would not reasonably be expected to materially impair the ability of Developer to timely and fully perform its obligations under this Agreement.

3. The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Developer and no other or further acts or proceedings of the Developer are required with respect thereto other than its acquisition of the Property. This Agreement constitutes the legal, valid and binding agreement and obligations of the Developer, enforceable against it in accordance with its terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

4. The implementation of the Project would not be undertaken by Developer, and in the opinion of Developer, would not be economically feasible within the reasonably foreseeable future, without the assistance to Developer as provided in this Agreement.

ARTICLE II: DEVELOPER ACTIVITIES AND OBLIGATIONS

A. Developer shall develop and construct the Project in accordance with all applicable City zoning and building codes, ordinances, and regulations. Developer represents to the City that at the current time, the Project is anticipated to contain multiple Buildings in Phases over multiple years and that total Development Costs expended on the Project shall be not less than ?? billion dollars. Notwithstanding the foregoing, as set forth in subsection 1(e) of the Pre-Annexation Agreement, the parties acknowledge that this Agreement creates no obligation for Developer or its successors or assigns to construct,

open or operate a data center campus and related improvements or any other improvements on the Property with respect to the North Phase.

B. Developer shall cooperate with the City or City's agents related to the design and construction of the Public Improvements, provided that plans for the Public Improvements shall be subject to Developer's reasonable determination that the Public Improvements will adequately serve the Property and provided that Developer shall have reasonable opportunities to access and inspect Public Improvements related to the Project during design and construction thereof.

C. Overall Project Development.

1. Project Development.

Subject to the terms of this Agreement, the Developer shall begin construction of the Project (i.e., obtain a building permit and commence construction for at least one Building in the Project) by the Commencement Date. The Developer shall diligently pursue and Substantially Complete construction of the South Phase of the Project in accordance with the Plans and Specifications. If Developer fails to commence construction of a Building in the North Phase of the Project by January 1, 2038, then the City may provide the Developer written notice that the City desires to purchase the North Phase of the Property for the amount that Developer paid to acquire such North Phase, increased by the corresponding annual increases in the Consumer Price Index, and the City may so elect to purchase the North Phase by delivering written notice of such election any time after January 1, 2039 but prior to commencement of construction of a Building and closing such purchase thirty days thereafter. This is a one-time right to purchase which shall automatically terminate upon the earlier to occur of (i) commencement of construction of a Building in the North Phase, (ii) failure of the City to timely deliver any notice, and (iii) failure of the City to timely close on its election to purchase the North Phase. The Developer shall always have in effect all permits, approvals, and licenses as any governmental authority may require, or to the extent reasonably prudent or customary for similarly situated business operations, as any non-governmental entity in connection with the Project's development, construction, management, and operation.

2. Public Improvements.

(a) *Funding.* The Developer shall, subject to Developer Reimbursements as described herein, use commercially reasonable efforts to pay for the Public Improvements within thirty (30) days following receipt of invoices for Public Improvement Work. Developer shall make direct payments to contractors for such invoices, subject to compliance with

Developer's processes and procedures for payment of such expenditures.

(b) *Access and Inspection.* The Developer shall provide the City, its officials, agents, and employees access to the Public Improvements on the Property, if any, during normal business hours. During such access, the City shall not unreasonably interfere with the Developer's contractors performing any work relating to the Project. The Public Improvements shall always be subject to City inspection and approval. This Agreement shall not require the City or other public entity to accept the conveyance of the Public Improvements unless the Public Improvements comply with applicable City ordinances and regulations.

(c) *Dedication*. At no cost to the City, and at the City's written request, the Developer shall dedicate Public Improvements within the Property, if any, to the City per City procedures. The Developer shall convey the Public Improvements to the City or other appropriate public entity following the City's approval of the completed Public Improvements. The Developer shall provide the City a two-year warranty against defects in the Public Improvements' construction, materials, and workmanship in a form reasonably acceptable to the City. The Developer shall also provide the City with as-built construction drawings for the Public Improvements on the Property in an electronic format reasonably satisfactory to the City.

(d) *Fees.* The Developer shall pay all Fees then-due as a condition to the City's issuance of each building permit and to provide for inspections for the Project. Estimated Fees are set forth on **EXHIBIT D** attached hereto.

(e) *Road Repairs*. Upon completion of development on each of the South Phase and the North Phase, the Developer, at its cost, shall repair damage to any City, Town or Ozaukee County roads, if, in the City's reasonable discretion, such damage was caused by Developer's construction activities relating to the Project. In addition, Developer shall, during Project construction, repair any damage caused by Developer's construction activities which renders City or Ozaukee County roads impassable by the traveling public.

D. The Developer shall use commercially reasonable efforts to pay, within thirty (30) days following receipt of an invoice (which invoice shall be accompanied by receipts, canceled checks, remittance advice or other evidence of such payment), all reasonable and actual third-party fees reasonably incurred by the City related to the negotiating, planning, implementing, or reviewing of the Project, including, but not limited to, fees of the City's financial consultant, the City's attorneys, third-party engineers providing

design, bidding, inspections and project oversight, and third-party communications consultants. The City acknowledges that Developer has processes and procedures for the payment of such expenditures, and that the City will work in good faith with the Developer to accommodate such procedures. The Developer shall be relieved of this obligation if, in a given year, sufficient Tax Increment is generated and retained by the City to cover such costs.

E. Beginning on January 15, 2026, and continuing for four years thereafter, Developer shall pay to the City $150,000.00 which the City shall use to fully satisfy obligations of the City to pay to the Town of Port Washington those amounts owed under in Section 4(a) and (b) of the Town Agreement.

F. Developer shall pay to the City any amount incurred by the City equal to the cost of acquiring any land or land rights, including easements, necessary for the construction or installation of Public Improvements serving the Project, which land rights Developer agrees, in writing in advance of acquisition, are necessary for Public Improvements serving the Project

G. Developer shall grant the City any easements on the Property necessary to install Public Improvements necessary for the Project.

H. Property Use Covenant. The Developer shall not use the land or real estate improvements on the Property in a fashion that would render the same exempt from ad valorem property taxes without the prior written consent of the City. The Parties recognize, however, that all data center campus operations and uses are allowed notwithstanding that personal property and/or equipment located on the Property may be tax exempt. The City consents to any substation and/or transmission lines on the Property being owned by Developer and/or any public utility, notwithstanding the impacts of ownership on the taxability of such substation and/or transmission lines. The City also agrees that the Developer has the right at any time, and from time to time, to protest and/or oppose the amount of any ad valorem property taxes assessed against the Property.

I. Reconstruction. In the event of any casualty, loss, or damage to those real estate improvements on the Property subject to ad valorem property taxes, the Developer shall repair and replace the affected real estate on the Property to at least the condition and quality that such improvements were in, and with an equalized value at least equal to the equalized value, immediately before the casualty, loss, or damage. The Developer shall not take over 180 calendar days to commence restoration of the affected real estate improvements and shall thereafter diligently pursue such restoration to completion.

J. Development Costs Verification. No later than January 31 of each calendar year, the Developer shall provide the City with documentation demonstrating any Development Costs incurred to date for which Developer seeks reimbursement as Developer Reimbursements.

K. Stormwater Management. The Developer shall not commence earth-moving construction at the Property, until it enters into a stormwater management agreement with the City.

ARTICLE III: ACTIVITIES AND OBLIGATIONS OF THE CITY

A. The City shall cooperate with Developer throughout the development, construction, operation and use of the Project and the Term of this Agreement and shall reasonably and promptly review and process all submissions, applications, permits and inspections within published timelines and in accordance with applicable City ordinances. Together with the approval of overall building, site, and operational plans for either the South Phase or the North Phase, Plan Commission shall delegate to the City Administrator, or her designee, authority to approve any Minor Alterations in such plans, without requiring additional review by Plan Commission or any other body of the City. All reviews and inspections to be conducted and approvals to be granted by City engineers and/or building inspectors shall be prompt and shall extend only to reasonable confirmation of compliance with applicable City ordinances and regulations and approved Plans and Specifications.

B. The City shall increase the total Developer Reimbursements by an amount equal to the ad valorem property taxes assessed against the Property during the statutory life of the District (and not constituting Tax Increment) that exceed the amount of ad valorem property taxes that would have been assessed against the Property had the Project Base Value reflected only the land value, without including any value attributable to improvements value.

C. Subject to Article VII(C), below, the City shall make annual Developer Reimbursements payments to Developer, solely from Tax Increment. Such payments shall be all of the Tax Increment paid by Developer, its affiliates and/or tenants and collected and received by the City for the previous tax year, less any Administrative Costs withheld by the City in such year, until all Developer Reimbursements are satisfied or until the District's closure, providing that the City shall not close the District prior to its regular statutory life if any Developer Reimbursements remain outstanding. The amount of Developer Reimbursements owed by the City to Developer shall accrue interest at a rate of seven percent (7%) per annum from the date the Development Cost is incurred until the date the corresponding Developer Reimbursement is received by Developer. Each Annual Reimbursement Payment shall be made no later than October 1 of each calendar year. In no event shall such payments continue after the termination or expiration of this Agreement or the District. The Annual Reimbursement Payments and interest shall be deferred for any period in which there exists any uncured monetary default under this Agreement or any tax delinquency with respect to the Property, provided that any such deferred Annual Reimbursement Payments shall immediately come due if any such uncured monetary default or tax delinquency is cured. Any Reimbursement Payments owed to Developer are subject to annual appropriation by the Common Council and are not a general obligation of the City.

D. The City shall cooperate with Developer in granting or obtaining any necessary easements or licenses within public rights of way or the acquisition of necessary land for the purpose of constructing and installing the Public Improvements or as the Parties mutually determine is necessary to facilitate the construction of the Project. The City also shall cooperate with Developer to design, construct, install and operate all Public Improvements, including but not limited to upgrades of roads and traffic improvements, municipal sanitary sewer improvements sufficient in quality and quantity to service the Project and municipal water improvements sufficient in quality and quantity to service the Project.

E. Without limiting the foregoing, the City specifically agrees to design, bid and construct those Public Improvements generally depicted on **EXHIBIT E**. Such Public Improvements shall provide sufficient roadways, City sanitary sewer, wastewater and City water services at points designated by Developer on the edges of the Property to provide access, sewer and water of sufficient quality and quantity to serve the Project as of the dates identified on **EXHIBIT E**. The City also agrees to provide City water service to the South Phase as requested by Developer to facilitate Developer's construction activities not later than January 1, 2026. The City shall cause such Public Improvements to be constructed in a good and workmanlike manner in substantial accordance with the plans approved by Developer and its consulting engineers. The City agrees that any material changes to the design of such Public Improvements shall be subject to review of the Developer, provided that Developer's review shall not delay design or construction of any Public Improvements. The City agrees it shall promptly commence and diligently pursue the construction of such Public Improvements, so that all of the Public Improvements needed for the Project are reasonably coordinated with Developer's construction and operations, phase by phase.

F. The City shall not, during the Term, recommend or support any new taxes, fees or charges that are applicable solely and exclusively to the Project or the Property if such new tax, fee or charge is related to the data center industry.

ARTICLE IV: NO PARTNERSHIP OR VENTURE

Developer, its successors and/or assigns, and/or owners of the Property, and their contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture, or relationship between the City and Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor employed by Developer, its successors and/or assigns and/or owners of the Property, in the construction of the Project.

ARTICLE V: CONFLICT OF INTEREST

No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof, unless such member or officer abstained from any participation in the City's review and process of the Project and the Agreement from the point of time when a potential conflict of interest arose and thereafter.

ARTICLE VI: WRITTEN NOTICES

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) upon receipt if deposited with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission if by electronic mail; provided, however, that if such electronic mail notice is sent by electronic mail after 5:00 p.m. local time (i.e., the time of the sender) on a business day, then the notice shall be deemed received the following business day. Each communication or notice hereunder shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the City:
City of Port Washington
100 West Grand Avenue
Port Washington, WI 53074
Attention: Susan Westerbeke, City Clerk
Email: SWesterbeke@portwashingtonwi.gov

With a copy to:
City of Port Washington
100 West Grand Avenue
Port Washington, WI 53074
Attention: Melissa Gossett, City Administrator
Email: MGossett@portwashingtonwi.gov

With a copy to:
von Briesen & Roper, sc
411 W. Wisconsin Avenue
Suite 1000
Milwaukee, WI 53202
Attention: Chris Smith
Email: Christopher.Smith@vonbriesen.com

If to the Developer:
Vantage Data Centers Management Company, LLC
200 Clayton Street, Suite 500
Denver, CO 80206
Attention: Andrew Stewart, Director, Senior Corporate Counsel
Email: Andrew.Stewart@vantage-dc.com

ARTICLE VII: DEFAULT

A. The occurrence of any one or more of the following events shall constitute a default by Developer hereunder:

1. Developer fails to pay any amount when due under this Agreement and further fails to pay such amount on or before thirty days following written notice of such failure; or

2. Developer materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall

continue for thirty (30) days following Developer's receipt of notice thereof from the City (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Developer has commenced the cure of the default within the thirty (30) day period and is diligently pursuing the cure of the default); or

3. Developer:
   (a) Makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or,
   (b) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or,
   (c) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or,
   (d) applies to a court for the appointment of a receiver or custodian for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his/her appointment; or,
   (e) adopts a plan of complete liquidation of its assets; or,
   (f) shall cease to exist.

Notwithstanding the foregoing, a Developer default under subsection (c) above may be cured by an assignment of this Agreement by Developer, consistent with Section VIII.C., to Cloverleaf or to any tenant or other party based in the United States of America with the financial wherewithal to perform Developer's obligations hereunder.

B. The City shall be deemed to be in default in the event either materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the City commenced the cure of the default).

C. Except as set forth in Subsection D below, upon the occurrence of a default by either Party, upon thirty (30) days' notice, without further demand or action of any kind by the non-defaulting Party and except as expressly set forth below, the non-defaulting Party may, at its option, pursue any or all rights and remedies available at law or in equity. The City's rights shall include, but not be limited to temporary suspension of any Annual Reimbursement Payments under this Agreement during the continuance of any default by Developer. Upon the cure of any such default on the part of Developer, then, and to the extent any Annual Reimbursement Payments have been held back, such suspended payments held back shall promptly be paid in full and all future Annual

Reimbursement Payments shall resume and continue so that, subject to available Tax Increment, the cumulative amount before expiration of the Term is equal to that amount due under Article III(C) of this Agreement.

D. In the event of a default by any Party, all reasonable fees, costs and expenses incurred by the non-defaulting Parties, including reasonable attorney's fees, in connection with the enforcement of this Agreement shall be paid by the defaulting Party, including without limitation the enforcement of the non-defaulting Parties' rights in any bankruptcy, reorganization or insolvency proceeding.

E. Prior to litigation, as a condition precedent to bringing litigation, any Party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The Parties shall agree upon a mediator and, if they fail to do so within thirty (30) days, any Party may apply to the United States District Court for the Eastern District of Wisconsin for the designation of a mediator. In the event the Parties do not accept the mediator's recommendation, any aggrieved Party may then commence an action. However, the Parties shall agree to alternative dispute resolution if ordered by the United States District Court for the Eastern District of Wisconsin.

ARTICLE VIII: MISCELLANEOUS

A. Once obtained, Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or, to the extent reasonably prudent or customary for similarly situated business operations, any non-governmental entity in connection with the development, construction, management and operation of the Project.

B. Developer shall maintain the following insurance policies (the "Insurance Policies") issued by insurers licensed in the State of Wisconsin, with Best's A-, VII ratings and in the financial size category as insurers of similar projects:

1. Following completion of construction of the Project, "all risks" property insurance insuring against such risks as are insured against by Developer of its similar projects, in amounts equal to 100% of the foreseeable maximum loss of all Buildings and other real property constituting the Project; and
2. During the construction of the Project, builder's risk insurance in amounts equal to the foreseeable maximum loss of all Buildings; and
3. During the Term of this Agreement, commercial general liability insurance covered under a comprehensive general liability policy including contractual liability in amounts maintained by Developer for its similar projects, and insuring against bodily injury, including personal injury, death and property damage; and
4. Developer may, at its option, meet any or all of the insurance requirements outlined above via commercial insurance, self-insurance, alternative risk financing techniques, or a combination of these options.

The City shall be named as additional insureds on the commercial general liability policy.

C. To the fullest extent permitted by law, Developer hereby indemnifies, defends, and holds the City harmless from and against all loss, liability, damage and expense, including reasonable attorneys' fees, suffered or incurred by the City in any way in connection with any third-party claims resulting from: (a) Developer's willful and wrongful conduct with respect to the Project including injury to or death of any person or damage to property; and (b) the failure of Developer or its contractors, subcontractors, agents, employees, or invitees (while under control of Developer) to comply with any law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; except, in each of the foregoing instances described in (a) and (b) above, to the extent willfully and wrongfully caused by the City or its respective agents, employees, contractors or representatives, or any other person or entity for which Developer does not control or for who's actions Developer is not responsible.

D. As used herein, the term "*Force Majeure*" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (including delays of governmental action by the City with respect to obligations of the City under this Agreement, or delays in the City processing or responding to Developer's requests for permits, approvals, licenses, or other municipal requests), alteration, strike or lockout, picketing (whether legal or illegal), inability of a party or its agents or contractors, as applicable, to obtain, equipment, materials, water, energy, fiber, fuel or supplies, unusual weather conditions, pandemics, epidemics, quarantine restrictions, governmental orders, economic recession; known, pre-existing or discovered conditions (including environmental conditions), delaying construction or development (including delays in obtaining permits from local, state, or federal officials or delays resulting from investigation and/or remediation of such conditions); initiatives, referenda, litigation or administrative proceedings challenging the Project or this Agreement; acts of another party; or any other cause or causes beyond the reasonable control of such party or its agents or contractors, as applicable. In such event, the Term shall be extended for a minimum period equal to the delay caused by any of the foregoing events so long as Developer shall endeavor to provide prompt written notice thereof to the City; provided, however, the failure to provide such notice shall not negate the extension of time for performance hereunder. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents or contractors, if applicable, are prevented from performing any of its obligations hereunder due to a "Force Majeure" occurrence. Developer agrees to use commercially reasonable efforts to mitigate the effect of such events of Force Majeure.

E. Nothing contained in this Agreement is intended to or has the effect of releasing Developer, its successors and/or assigns and/or owners of the Property, or the City from compliance with all applicable laws, rules, regulations and ordinances (including those related to ethics, procurement, conflicts of interest, anti-bribery and anti-corruption) in addition to compliance with all terms, conditions and covenants contained in this Agreement.

F. Prior to Substantial Completion of the Project, this Agreement may not be assigned by the Developer without the City's consent, which may be granted or withheld in the City's sole discretion. Notwithstanding the foregoing, the Developer may, without City's prior consent and effective upon written notice to the City, assign or partially assign this Agreement to (1) an entity controlling or controlled by or under common control with Developer or Cloverleaf or (2) any tenant, if such tenant is based in the United States of America, on the Property or any portion thereof with a financial profile not less substantial than that of Developer. The Developer also may, at its sole option, encumber the Property or any estate or interest therein, portion thereof, or improvement thereon, in any manner whatsoever by one or more mortgages, sale and leasebacks or other form of secured financing. In the event that any lender or other secured party forecloses on its collateral and succeeds to develop the Property, the City shall fulfill their obligations hereunder provided that such lender, secured party, or other party purchasing the Property at a foreclosure sale, assumes in writing all of the obligations of the Developer hereunder.

G. In the event that any term or provision of this Agreement is determined to be invalid or unenforceable for any reason, then the other terms and provisions of this Agreement shall not be affected thereby and said terms and provisions shall remain in full force and effect.

H. "Confidential Information" means all nonpublic information relating to the Project, the Developer or its affiliates or tenants, or disclosed by the Developer, or its affiliates or tenants, to the City, its affiliates, or the agents of any of the foregoing that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation (i) all nonpublic information relating to the Project or Developer's or its tenants' technology, customers, employees, contractors, business plans, promotional and marketing activities, finances and other business affairs, and (ii) all third-party information that the Developer or its tenants is obligated to keep confidential. Confidential Information may be contained in tangible materials, such as drawings, data, specifications, reports, and computer programs, or may be in the nature of unwritten knowledge. The City may use Confidential Information only in accordance with this Agreement and as required by applicable law. The City will not disclose Confidential Information to any person or entity except to the extent that disclosure of same is required by the law. In the event that disclosure is required by law, the City shall provide reasonable advance written notice to the Developer prior to releasing the Confidential Information. The Developer shall have the right to take legal action to prohibit the release and the City shall cooperate with any reasonable and lawful efforts made by the Developer in furtherance thereof. The City will take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.

I. A Memorandum of Agreement in a form reasonably acceptable to the Parties, shall be recorded in the office of the Register of Deeds of Ozaukee County, Wisconsin,

immediately following the execution of this Agreement prior to the recording of any mortgage securing any construction loan, or any other mortgage on the Project, it being understood by the Parties that this Agreement will run with the land and will be binding upon the Project and any owner of all or any portions of the Project and their successors and assigns.

J. This Agreement shall be construed pursuant to the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the United States District Court for the Eastern District of Wisconsin.

K. This Agreement constitutes the entire Agreement between the Parties, and all provisions of this Agreement shall be deemed to be covenants running with the Property and shall be binding upon successors and assigns for the Term of this Agreement, except as otherwise provided.

L. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any electronic signature to this document or to any other certificate, agreement or document related to this transaction, shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the federal Electronic Signatures in Global and National Commerce Act, any state electronic signatures and/or records act, or any similar state law based on the Uniform Electronic Transactions Act. The parties hereto waive any objection to the contrary. "Electronic signature" as used herein includes (a) any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record (including any signature affixed by DocuSign or Adobe Sign), and (b) any facsimile or .pdf signature.

M. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof. All references to "Sections" without reference to a document other than this Agreement, designate sections of this Agreement. The words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole and not to any particular Section, unless specifically designated otherwise. The use of the term "including" shall mean "including but not limited to." No rules of construction against the drafter of this Agreement shall apply in any interpretation or enforcement of this Agreement or any documents or certificates executed pursuant hereto.

N. No modification amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the Party against which the enforcement of such modification, amendment, discharge or change is sought.

O. No Personal Liability of Officers or Directors; No Consequential Damages.

1. City. Developer acknowledges that this Agreement is entered into by the City as legal entities and Developer agrees that no individual officer, member, shareholder, employee or representative of the City shall have any personal liability under this Agreement.
2. Developer. The City acknowledges that this Agreement is entered into by Developer as a legal entity and the City agrees that no individual officer, director, member or representative of Developer shall have any personal liability under this Agreement.
3. The Parties acknowledge and agree that no Party shall be liable to the other party under this Agreement for any punitive, indirect or consequential damages, including but not limited to claims for loss of use, rents, anticipated profit or business opportunity, or business interruption or emotional distress.

P. In the computation of any period of time hereunder, the day of the act or event from which the period of time runs shall be excluded and the last day of such period shall be included. If any deadline hereunder falls on a day that is not a business day, then the deadline will be deemed extended to the next following business day.

Q. At any time, and from time to time, the Developer may request the City to certify in writing, to the City's knowledge, that (i) this Agreement is in full force and effect; (ii) this Agreement has not been amended or modified, or if amended or modified, a description of each such amendment or modification; (iii) the Developer is not then in breach of this Agreement, or if in beach, a description of each such breach; (iv) the amount of accrued Tax Increment; (v) all Developer Reimbursements paid or owing by the City to date; and (v) any other factual matters reasonably requested by the Developer.

R. There are no third-party beneficiaries under this Agreement, and except for the assignees and successors-in-interest to the Parties, this Agreement shall not be construed to benefit or be enforceable by any other party whatsoever.

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

[signature pages to follow]

DEVELOPER:
VANTAGE DATA CENTERS MANAGEMENT COMPANY, LLC

By: _____
Name: _____
Its: _____

Date: _____

STATE OF)
)ss.
COUNTY OF)

I CERTIFY that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he or she signed this instrument, on oath stated that he or she was authorized to execute the instrument and acknowledged it as the ___ _____ of Vantage Data Centers Management Company, LLC, a Delaware limited liability company, to be the free and voluntary act of such Party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2025

_____
Typed/Printed Name_____
NOTARY PUBLIC, State of _____
My Commission Expires _____

CITY OF PORT WASHINGTON, WISCONSIN

By: _____

Ted Neitzke, Mayor

Date: _____

ATTEST

By: _____

Susan Westerbeke, City Clerk

Date: _____

STATE OF WISCONSIN)
) ss
_____ COUNTY)

Personally appeared before me this _____ day of _____, 2025, the above named Ted Neitzke and Susan Westerbeke, the Mayor and City Clerk, respectively, of the City of Port Washington, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

By: _____

Notary Public State of Wisconsin

My commission expires: _____

Approved as to Form this ___ day of _____, 2025:

_____
Christopher R. Smith, City Attorney

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Beginning at the West 1/4 corner of said Section 10; thence North 89°48'29" East along the North line of the Southwest 1/4 of said Section 10, 2,661.48 feet; thence South 00°34'19" West along the West line of the Northwest 1/4 of the Southeast 1/4 of said Section 10, 330.06 feet; thence North 89°28'04" East, 1,239.06 feet to a point on the West right-of-way line of Interstate Highway 43, said point being the beginning of a non-tangent curve concave southeasterly, said curve has a radius of 7,799.44 feet, to which a radial line bears North 48°16'10" West; thence northeasterly along said curve and along said West right-of-way line through a central angle of 03°22'03" an arc distance of 458.41 feet to a point on the South line of the Northeast 1/4 of said Section 10; thence North 89°28'04" East along said South line of the Northeast 1/4 of said Section 10, 468.33 feet to a point being the intersection of said South line of the Northeast 1/4 of said Section 10 and the East right-of-way line of said Interstate Highway 43 and the beginning of a non-tangent curve concave southeasterly, said curve has a radius of 7,479.44 feet, to which a radial line bears North 42°20'12" West; thence southwesterly along said curve and along said East right-of-way line through a central angle of 12°52'26" an arc distance of 1680.58 feet; thence South 43°24'58" West along said East right-of-way line, 200.00 feet; thence South 34°47'22" West along said East right-of-way line, 789.37 feet; thence South 55°12'38" East along said East right-of-way line, 152.85 feet to the West right-of-way line of CTH LL; thence South 43°28'56" West along said West right-of-way line, 25.27 feet; thence North 46°31'04" West along said West right-of-way line, 30.00 feet; thence South 43°28'56" West along said West right-of-way line, 300.00 feet; thence South 46°31'04" East along said West right-of-way line, 50.00 feet; thence South 43°28'56" West along said West right-of-way line, 382.21 feet; thence North 89°29'56" East, 192.60 feet; thence South 29°12'18" West along the East right-of-way line of said CTH LL, 143.14 feet; thence South 38°26'46" West along said East right-of-way line, 198.06 feet; thence South 40°37'32" West along said East right-of-way line, 217.55 feet; thence South 41°07'56" West along said East right-of-way line, 276.97 feet; thence South 35°26'44" West along said East right-of-way line, 330.00 feet; thence North 54°33'16" West along said East right-of-way line, 30.00 feet; thence South 35°26'44" West along said East right-of-way line, 1118.26 feet; thence South 23°33'25" West along said East right-of-way line, 155.33 feet; thence South 31°26'29" West along said East right-of-way line, 100.24 feet; thence South 33°43'38" West along said East right-of-way line, 700.32 feet; thence South 34°40'54" West along said East right-of-way line, 59.65 feet; thence South 34°41'39" West along said East right-of-way line, 243.38 feet; thence South 38°07'48" West along said East right-of-way line, 300.33 feet; thence South 41°10'07" West along said East right-of-way line, 201.00 feet; thence South 44°16'15" West along said East right-of-way line, 140.27 feet; thence South 35°20'33" West along said East right-of-way line, 691.68 feet; thence North 00°05'33" East along said East right-of-way line, 15.82 feet; thence South 35°24'51" West along said East right-of-way line, 1,142.30 feet; thence North 54°35'09" West, 219.90 feet to said East right-of-way line of said Interstate Highway 43; thence South 46°01'11" West along said East right-of-way line, 341.92 feet; thence South 49°50'08" West along said East right-of-way line, 336.99 feet; thence South 54°31'21" West along said East right-of-way line, 256.81 feet; thence South 54°35'18" West along said East right-of-way line, 75.85 feet to a point on the South line of Section 16; thence South 88°21'38" West along said South line, 1,036.72 feet to the Southwest corner of the Southeast one quarter; thence North 00°05'39" East along the West line of said Southeast one quarter, 246.97

feet; thence South 89°55'44" East along the North right-of-way line of said Interstate Highway 43, 199.85 feet; thence North 74°45'04" East along the Northwest right-of-of way line of said Interstate Highway 43, 469.69 feet; thence North 09°11'21" West along said northwest right-of-way line, 40.22 feet; thence North 74°45'04" East, 159.21 feet to the beginning of a curve concave northwesterly and has a radius of 1,537.02 feet; thence northeasterly along said curve and along said Northwest right-of-way line through a central angle of 22°00'00" an arc distance of 590.17 feet; thence North 53°52'42" East along said Northwest right-of-way line, 501.64 feet; thence North 23°56'53" West, 120.00 feet; thence South 66°03'07" West, 426.39 feet; thence North 23°56'36" West, 74.15 feet to the Northwest right-of-way line of Highland Drive; thence South 66°00'58" West along said Northwest right-of-way line, 422.74 feet; thence South 83°54'05" West along said Northwest right-of-way line, 64.70 feet; thence North 71°02'39" West along said Northwest right-of-way line, 56.20 feet; thence North 58°06'01" West along said Northwest right-of-way line, 55.37 feet; thence North 47°01'58" West along said Northwest right-of-way line, 48.03 feet to a point on the East right-of-way line of a Wisconsin Electric Power Company utility right-of-way and the beginning of a non-tangent curve concave easterly and has a radius of 2,824.93 feet, to which a radial line bears North 88°28'50" West; thence northerly along said curve through a central angle of 02°10'57" an arc distance of 107.60 feet ; thence North 03°39'19" East along said East line of said utility right-of-way, 1351.35 feet; thence North 88°25'45" East, 535.56 feet; thence North 00°05'36" East, 338.92 feet; thence North 88°24'01" East, 29.07 feet; thence North 00°39'01" East, 966.25 feet; thence North 88°26'20" East, 1,060.29 feet; thence North 00°18'43" East, 204.74 feet; thence North 88°19'48" East, 257.59 feet; thence North 00°25'46" East, 450.60 feet; thence South 88°35'36" West, 1,321.60 feet; thence South 00°33'10" West, 331.59 feet; thence South 88°33'44" West, 469.01 feet to a point on said East line of said utility right-of-way; thence North 03°39'19" East along said East line of said utility right-of-way, 2,996.63 feet; thence North 88°35'55" East, 1,621.11 feet; thence North 00°22'42" East along the East line of the Southeast 1/4 of said Section 9, a distance of 997.30 feet to the point of beginning.

AND

Beginning at the West 1/4 corner of said Section 10; thence South 00°22'42" West along the west line of Southwest 1/4 of said Section 10, a distance of 332.41 feet to the southeast corner of lands described in Document No. 948929 as recorded in the Office of the Register of Deeds, Ozaukee County, Wisconsin, said point also being the northeast corner of lands described in Document No. 915916 as recorded in said Office of the Register of Deeds; thence South 88°34'52" West along the south line of lands described in said Document No. 948929 and the north line of lands described in said Document No. 915916, a distance of 1,583.00 feet to a point on the east right-of-way line of a Wisconsin Electric Power Company utility right-of-way; thence North 03°39'19" East along said east right-of-way line, a distance of 2998.52 feet to the northwest corner of Lot 1, Certified Survey Map No. 1659 recorded as Document No. 361480 in said Office of the Register of Deeds, said point lying on the north line of the Northeast 1/4 of said Section 9 and said point also lying on the centerline of Lake Drive; thence North 88°39'42" East along the north line of said Lot 1 and the north line of said Northeast 1/4 and the centerline of said Lake Drive, 1,424.39 feet to the northeast corner of said Lot 1 and the Northeast corner of said Section 9 and the intersection point of said Lake Drive and Highland Drive, said point also being the northwest corner of Lot 2, Certified Survey Map No. 2569 recorded as Document No. 495482 in said Office of the Register of Deeds; thence North 89°53'54" East along the north line of said Lot 2 and the north line of the

Northeast 1/4 of the Northwest 1/4 of said Section 10 and the centerline of said Lake Drive, 1,318.81 feet to a northeast corner of said Lot 2, said point also being the northwest corner of lands described in Document No. 842240 as recorded in said Office of the Register of Deeds; thence South 00°24'02" West along the east line of said Lot 2 and the west line of lands described in said Document No. 842240, 1,326.02 feet to a northeast corner of said Lot 2 and the southwest corner of lands described in Document No. 842240; thence North 89°51'11" East along a north line of said Lot 2 and the south line of lands described in said Document No. 842240, a distance of 1,324.77 feet to a northeast corner of said Lot 2 and the southeast corner of lands described in said Document No. 842240, said point also lying on the east line of the Northwest 1/4 of said Section 10; thence South 00°08'36" West along an east line of said Lot 2 and said east line of said Northwest 1/4, 662.79 feet to the southeast corner of said Lot 2; thence South 89°50'16" West along the south line of said Lot 2, 1,327.76 feet to the northeast corner of Lot 1, Certified Survey Map No. 2568 as recorded in said Office of the Register of Deeds; thence South 00°24'03" West along the east line of said Lot 1, Certified Survey Map No. 2568, a distance of 662.85 feet to the southeast corner of said Lot 1, Certified Survey Map No. 2568; thence South 89°48'29" West along the south line of said Lot 1, Certified Survey Map No. 2568, a distance 1,330.74 feet to the point of beginning.

AND

Beginning at the Southeast corner of said Section 4; thence South 88°39'42" West along the south line of said Section 4, a distance of 1,421.39 feet to the east right-of-way line of a Wisconsin Electric Power Company utility right-of-way; thence North 03°35'53" East along said east right-of-way line, a distance of 2,649.58 feet; thence North 02°05'35" East along said east right-of-way line, 636.95 feet; thence North 01°00'16" West along said east right-of-way line, 373.10 feet to the northwest corner of lands described in Document No. 977527 as recorded in the Office of the Register of Deeds, Ozaukee County, Wisconsin; thence North 88°29'54" East along the north line of lands described in said Document No. 977527, a distance of 1,288.81 feet to the northwest corner of lands described in Document No. 141452 as recorded in said Office of the Register of Deeds; thence South 87°31'04" East along the north line of lands described in said Document 141452, a distance of 1,319.17 feet; thence South 87°38'16” East along said north line, a distance of 234.84 feet; thence North 19°49'44" East along said north line, a distance of 290.71 feet; thence South 89°55'14" East, 262.37 feet to the southwest corner of lands described in Document No. 1145442 as recorded in said Office of the Register of Deeds; thence North 00°42'25" East along the west line of lands described in said Document No. 1145442, a distance of 235.27 feet to the northwest corner of lands described in said Document No. 1145442; thence South 81°38'53" East along the north line of lands described in said Document No. 1145442, a distance of 725.50 feet to the northeast corner of lands described in said Document No. 1145442, said point also lying on the east line of the Northwest 1/4 of said Section 3; thence South 00°42'25" West along the east line of lands described in said Document No. 1145442, and the east line of lands described in Document 129331 as recorded in said Office of the Register of Deeds, and the east line of said Northwest 1/4, a distance of 1344.03 feet to the southeast corner of said Northwest 1/4, said point also lying on the west line of Lot 2, Certified Survey Map No. 3278 recorded as Document No. 669619 in said Office of the Register of Deeds; thence South 00°39'35" West along the east line of the Southwest 1/4 of said Section 3 and said west line, a distance of 660.06 feet to the southwest corner of said Lot 2, Certified Survey Map No. 3278; thence North 89°36'11" East along the south

line of said Lot 2 Certified Survey Map No. 3278 and along the south line of Lot 1 of said Certified Survey Map No. 3278, a distance of 2,453.02 feet to the northwest corner of lands described in Document No. 1046562 in said Office of the Register of Deeds; thence South 00°50'38" West along the west line of lands described in said Document No. 1046562, a distance of 360.08 feet to the southwest corner of lands described in said Document No. 1046562; thence North 89°36'11" East along the south line of lands described in said Document No. 1046562, a distance of 134.99 feet to the southeast corner of lands described in said Document No. 1046562, said point lying on the west right-of-way line of CTH LL; thence South 00°50'38" West along said west right-of-way line, 300.05 feet to a point on the north line of lands described in Document No. 807062 in said Office of the Register of Deeds; thence North 89°34'55" East along said north line, 65.02 feet to a point on the east line of the Southeast 1/4 of said Section 3; thence South 00°50'38" West along said east line, 466.57 feet to the northeast corner of lands described in Document No. 150524; thence South 89°39'54" West along the north line of lands described in said Document No. 150254, a distance of 60.01 feet to the west right-of-way line of said CTH LL; thence South 00°50'38" West along said west right-of-way line, 442.34 feet to the northwest corner of lands described in Document No. 630842 in said Office of the Register of Deeds; thence North 89°34'38" East along the north line of lands described in said Document No. 630842, 60.01 feet to a point lying on said east line of the Southeast 1/4 of said Section 3; thence South 00°50'38" West along said east line, 411.39 feet to the southeast corner of said Section 3; thence South 89°33'38" West along the south line of said Southeast 1/4, a distance of 2,646.69 feet to the southwest corner of said Southeast 1/4; thence South 89°53'54" West along the south line of the Southwest 1/4 of said Section 3, a distance of 2,637.62 feet to the point of beginning.

AND

Commencing at the Northwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 10; thence North 89°33'38” East along the north line of said Northeast 1/4, a distance of 701.30 feet to the point of beginning of the herein described tract of land; thence continue North 89°33'38” East along said north line, a distance of 1945.39 feet to the northeast corner of said Section 10; thence South 00°21'58” West along the east line of the said Northeast 1/4, a distance of 1520.91 feet; thence South 89°31'00” West, a distance of 1939.41 feet to the southwest corner of Lot 2, Certified Survey Map No. 3905 recorded as Document No. 1008290 in the Office of the Register of Deeds, Ozaukee County, Wisconsin; thence North 00°08'24” East along the west line of said Lot 2, a distance of 1522.32 feet to the point of beginning.

AND

Commencing at the East 1/4 corner of said Section 9; thence South 00°22'42" West along the east line of Southeast 1/4 of said Section 9, a distance of 332.41 feet to the northeast corner of lands described in Document No. 915916 as recorded in the Office of the Register of Deeds, Ozaukee County, Wisconsin, said corner also being the point of beginning of the herein described tract of land; thence continue South 00°22'42" West along said east line, 664.89 feet to the southeast corner of lands described in Document No. 409449 as recorded in said Office of the Register of Deeds, said corner also being the northeast corner of lands described in Document No. 718211 as recorded in said Office of the Register of Deeds; thence South 88°35'55" West along the north line of lands described in said Document No. 718211, a distance of 1,621.11 feet to a point on the east right-of-

way line of a Wisconsin Electric Power Company utility right-of-way; thence North 03°39'19" East along said east right-of-way line, 666.68 feet to the northwest corner of lands described in said Document No. 915916; thence North 88°34'52" East along the north line of lands described in said Document 915916, a distance of 1,583.00 feet to the point of beginning.

AND

Commencing at the Northwest corner of said Section 10; thence North 89°53'54" East along the north line of said Section 10, a distance of 1,318.81 feet to a northeast corner of Lot 2, Certified Survey Map No. 2569 recorded as Document 495482 in the Office of the Register of Deeds, Ozaukee County, Wisconsin, said point also being the northwest corner of lands described in Document No. 782988 in said Office of the Register of Deeds, and said point being the point of beginning of the herein described tract of land; thence continue North 89°53'54" East along said north line and along the north line of lands described in said Document No. 782988, a distance of 1,318.81 feet to the Northeast corner of said Northwest 1/4, said point also being the northwest corner of Lot 3, Certified Survey Map No. 3905 recorded as Document No. 1008290 in said Office of the Register of Deeds; thence North 89°33'38" East, along the north line of said Section 10 and the north line of said Lot 3, a distance of 701.30 feet to the northwest corner of Lot 2, of said Certified Survey Map No. 3905; thence South 00°08'24" West along the west line of said Lot 2, a distance of 1522.32 feet; thence South 89°31'00" West along the south line of said Lot 3, a distance of 701.39 feet to a point on the east line of said Lot 2, Certified Survey Map No. 2569; thence North 00°08'36" East along said east line, a distance of 197.92 feet to an east corner of said Lot 2, Certified Survey Map No. 2569; thence South 89°51'11" West along a north line of said Lot 2, Certified Survey Map No. 2569, a distance of 1324.77 feet to an east corner of said Lot 2, Certified; thence North 00°24'02" East along an east line of said Lot 2, Certified Survey Map No. 2569, a distance of 1326.02 feet to the point of beginning.

AND

Commencing at the East 1/4 corner of said Section 10; thence North 00°21'58" East along the east line of said Northeast 1/4, a distance of 1076.81 feet to a point on the west right-of-way line of IH-43, said point also being an east corner of lands described in Document No. 562124 as recorded in the Office of the Register of Deeds, Ozaukee County, Wisconsin, said point also being the point of beginning and the beginning of a curve concave to the northwest, having a radius of 7439.44 feet; thence southwesterly along the arc of said curve and along said west right-of-way line, through a central angle of 02°12'41", having a chord bearing of South 43°55'07" West and a chord length of 287.11 feet, a distance of 287.13 feet; thence South 50°08'39" West along said west right-of-way line, 284.97 feet; thence South 42°09'16" West along said west right-of-way line, 679.95 feet to the beginning of a curve concave to the southeast, having a radius of 7799.44 feet; thence southwesterly along the arc of said curve and along said west right-of-way line, through a central angle of 05°25'19", having a chord bearing of South 44°30'36" West and a chord length of 737.80 feet, a distance of 738.08 feet to a southeast corner of lands described in said Document No. 562124; thence South 89°28'04" West, 1255.09 feet to a point on the west line of the Southeast 1/4 of said Section 10; thence North 00°34'19" East along said west line, 330.06 feet to the Northwest corner of said Southeast 1/4; thence South 89°48'29" West along the south line of said Northwest 1/4, a distance of 1330.74 feet to a point on the west line of said Northwest 1/4; thence

North 00°24'03” East, 662.85 feet to a northwest corner of lands described in said Document No. 562124; thence North 89°50'16” East along a north line of lands described in said Document No. 562124, a distance of 1327.76 feet to a point on the west line of said Northeast 1/4; thence North 00°08'36” East along said west line, a distance of 464.87 feet to a north corner of lands described in said Document No. 562124; thence North 89°31'00” East along a north line of lands described in said Document No. 562124, a distance of 2640.80 feet; thence South 00°21'58” West along the east line of said Northeast 1/4, a distance of 48.01 feet to the point of beginning.

AND

Commencing at the Southeast corner of the Southwest 1/4 of said Section 2; thence South 89°16'57” West along the south line of said Southwest 1/4, a distance of 1324.39 feet to the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 2, said point also being the point of beginning of the herein described lands; thence continue South 89°16'57” West along the south line of said Southwest 1/4, a distance of 1324.39 feet to the Southwest corner of said Section 2; thence North 00°50'38" East along the west line of the Southwest 1/4 of said Section 2, a distance of 411.39 feet to the northeast corner of lands described in Document No. 1005052 as recorded in the Office of the Register of Deeds, Ozaukee County, Wisconsin; thence South 89°34'38" West along the north line of lands described in said Document No. 1005052, a distance of 60.01 feet to the intersection with the west right-of-way line of CTH LL; thence North 00°50'38" East along said west right-of-way line, 442.34 feet; thence North 89°39'54" East, 60.01 feet to the west line of said Southwest 1/4; thence North 00°50'38" East along said west line, 466.57 feet; thence South 89°34'55" West along the south line of the Northeast 1/4 of the Southeast 1/4, a distance of 65.02 feet to the west right-of-way line of said CTH LL; thence North 00°50'38" East along said west right-of-way line, a distance of 300.05 feet to the southeast corner of lands described in Document No. 1046562 as recorded in said Office of the Register of Deeds; thence South 89°36'11" West along the south line of lands described in said Document No. 1046562, a distance of 134.99 feet to the southwest corner of lands described in said Document No. 1046562; thence North 00°50'38" East along the west line of lands described in said Document No. 1046562, a distance of 360.08 feet to the northwest corner of lands described in said Document No. 1046562, said point also being a point on the south line of Certified Survey Map No. 3278 recorded as Document No. 669619 in said Office of the Register of Deeds; thence South 89°36'11" West along said south line of Certified Survey Map No. 3278, a distance of 2,453.02 feet to the southeast corner of Lot 2 of said Certified Survey Map No. 3278, said point also lying on the west line of the Northwest 1/4 of the Southeast 1/4 of said Section 3; thence North 00°39'35" East along the west line of said Certified Survey Map No. 3278 and along said west line of the Northwest 1/4 of the Southeast 1/4, a distance of 660.06 feet to the Northwest corner of said Northwest 1/4 of the Southeast 1/4; thence North 00°42'25" East along the west line of the Southwest 1/4 of the Northeast 1/4, a distance of 1,213.16 feet to a northwest corner of said Certified Survey Map No. 3278, said corner also being the southwest corner of lands described in Document No. 711426 as recorded in said Office of the Register of Deeds; thence North 89°50'54" East along a north line of said Certified Survey Map No. 3278 and along the south line of lands described in said Document No. 711426, a distance of 719.06 feet to a north corner of said Certified Survey Map No. 3278, said point also being the southeast corner of lands described in Document No. 711426; thence North 00°42'25" East along a west line of said Certified Survey Map No. 3278 and along the east line of lands described in said Document No. 711426, a distance of 1,210.28 feet to the

northeast corner of lands described in said Document No. 711426, said point also being a north corner of said Certified Survey Map No. 3278, and said point also lying on the north line of the Northeast 1/4 of said Section 3; thence South 89°54'06" East along a north line of said Certified Survey Map No. 3278 and along the north line of the Northeast 1/4 of said Section 3, a distance of 612.12 feet to a north corner of said Certified Survey Map No. 3278; thence South 00°47'44" West, 1,482.21 feet to a north corner of said Certified Survey Map No. 3278; thence North 89°34'16" East along a north line of said Certified Survey Map No. 3278, a distance of 1,329.05 feet to the west line of the Northwest 1/4 of said Section 2; thence North 00°53'06" East along said west line of the Northwest 1/4 of said Section 2, a distance of 1,470.01 feet to the Northwest corner of the Northwest 1/4 of said Section 2; thence South 89°54'06" East along the south line of Section 34, Township 12 North, Range 22 East, Ozaukee County, Wisconsin, a distance of 71.18 feet to the Southeast corner of said Section 34; thence North 89°34'11" East along the south line of Section 35, Township 12 North, Range 22 East, a distance of 1,949.47 feet to the west right-of-way line extended of IH 43; thence South 04°26'50" West along said west right-of-way line extended and the west line of IH 43, a distance of 1,288.08 feet; thence South 22°07'04" East along said west right-of-way line, 111.80 feet; thence South 04°26'50" West along said west right-of-way line, a distance of 764.79 feet to the beginning of a curve concave to the west, having a radius of 7469.44 feet; thence southerly along the arc of said curve and along said west right-of-way line, through a central angle of 08°30'50" having a chord bearing of South 08°42'15" West and a chord length of 1108.91 feet, a distance of 1109.93 feet; thence South 24°38'28" West along said west right-of-way line, 102.11 feet to the beginning of a non-tangent curve concave to the west, having a radius of 7449.44 feet to which a radial line bears South 76°16'11" East; thence southerly along the arc of said curve and along said west right-of-way line through a central angle of 10°23'48" having a chord bearing of South 18°55'43" West and a chord length of 1349.88 feet, a distance of 1351.74 feet to a point on the west line of the Southeast 1/4 of the Southwest 1/4 of said Section 2; thence South 00°56'16" West along said west line of the Southeast 1/4 of the Southwest 1/4 of said Section 2, a distance of 425.45 feet to the point of beginning.

AND

Lot 5 of CERTIFIED SURVEY MAP NO. 4023 recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on June 11, 2018, as Document No. 1065171, Said Certified Survey Map being a part of vacated Adrianne Acres and Lot 1 of Certified Survey Map No. 3578 located in the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 3, Township 11 North, Range 22 East, in the Town of Port Washington, Ozaukee County, Wisconsin.

AND

Lot 1 of CERTIFIED SURVEY MAP NO. 4022 recorded in the office of the register of deeds for Ozaukee County, Wisconsin on June 11, 2018, as Document No. 1065170, said certified survey map being a redivision of part of the vacated Adrianne Acres and Lot 1 of C.S.M. No. 3578, located in the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 3, Township 11 North, Range 22 East, Town of Port Washington, Ozaukee County, Wisconsin.

AND

Lot 4 of CERTIFIED SURVEY MAP NO. 4022 recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on June 11, 2018 as Document No. 1065170 said Certified Survey Map being part of vacated Adrianne Acres and Lot 1 of Certified Survey Map No. 3578 located in the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 3, Township 11 North, Range 22 East, Town of Port Washington, Ozaukee County, Wisconsin.

AND

Lot 2 of CERTIFIED SURVEY MAP NO. 3578 recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on November 16, 2005, as Document No. 831028, said Certified Survey Map being part of the Northeast Quarter and Southeast Quarter of the Northeast Quarter of Section 3, Township 11 North, Range 22 East, Town of Port Washington, Ozaukee County, Wisconsin.

AND

Lot 2 of CERTIFIED SURVEY MAP NO. 4022 recorded in the Office of the register of Deeds for Ozaukee County, Wisconsin on June 11, 2018, as Document No. 1065170, said Certified Survey Map being part of vacated Adrianne Acres and Lot 1 of C.S.M. No. 3578 located in the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 3, Township 11 North, Range 22 East, in the Town of Port Washington, Ozaukee County, Wisconsin.

AND

Lot 3 of CERTIFIED SURVEY MAP NO. 4022 recorded in the Office of the register of Deeds for Ozaukee County, Wisconsin on June 11, 2018, as Document No. 1065170, said Certified Survey Map being part of the vacated Adrianne Acres and Lot 1 of C.S.M. No. 3578, located in the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 3, Township 11 North, Range 22 East, in the Town of Port Washington, Ozaukee County, Wisconsin.

EXHIBIT B

SITE PLAN

TO BE INSERTED

EXHIBIT C

DEVELOPER REIMBURSEMENTS
(which accrue interest at a rate of seven percent (7%) per annum from the date incurred until the date received by Developer)

1. All costs related to design, construction and installation of Public Improvements, including any costs related to any land acquired by the City necessary for Public Improvements and costs for [a] third-party owner's representative(s)
2. All payments to the City related to third party fees for legal services, engineering services, planning services, financial consultants and communications consultants.
3. All payments made to the City to satisfy City obligations pursuant to the Town Agreement and any other amounts incurred by Developer related to the Town Agreement, including but not limited to, extension of public sewer and water services to Knellsville).
4. All costs related to substation and transmission lines necessary or desirable to serve the Project, including but not limited to power supplies and systems, equipment used for the transformation, transmission, distribution and management of electricity (including substations), internet-related equipment and data communications connections, and wetland mitigation fees and costs.
5. Ad valorem property taxes assessed against the Property for the statutory life of the District (and not constituting Tax Increment) in excess of the amount that would have been assessed against the Property if the Project Base Value had been set at $120,000,000.

EXHIBIT D

FEES

Fire Impact Fee of $1.08 per square foot of new industrial building space
Police Impact Fee of $1.36 per square foot of new industrial building space
Building Per Fee of $.36 per square foot of industrial space
Occupancy Permit of $200 per building

EXHIBIT E

PUBLIC IMPROVEMENT

Port Washington, WI			South Phase									
TID Project Plan (DRAFT)			North Phase									
Revision: 2025.07.16, 3:00 PM by Strand following flow request												
Kapur & Strand												
Description	Category	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Total
Water Main Improvements	Water	$3,000,000	$25,500,000					$21,500,000			$0	$50,000,000
Project 1: Phase 1 Watermain Loop; Including Thomas Tower Interstate Crossing, Eastern Interstate Crossing & Phase 1 Data Center Stub		$3,000,000	$25,500,000									
Project 6: Parallel 16" Watermain through Existing Roads - Hales Trail to Seven Hills Rd								$2,500,000				
Project 7a: Parallel 16" Watermain through Existing Roads - Prospect St to Hales Trail								$1,500,000				
Project 8a: Parallel 16" Watermain through Existing Roads - Water Treatment Plant to Hales Trail								$1,000,000				
Project 9: Phase 2 Watermain Loop								$16,500,000				
Water Treatment Plant Capacity Expansion	Water						$200,000	$1,000,000	$1,800,000	$5,000,000	$4,000,000	$12,000,000
Water Treatment Footprint Expansion & Stream Relocation	Water							$10,000,000				$10,000,000
Water Booster Station	Water							$300,000	$2,000,000	$3,000,000	$1,700,000	$7,000,000
Water Tower	Water								$200,000	$3,000,000	$2,800,000	$6,000,000
Sanitary Interceptor and Downstream Interceptor Improvements	Wastewater	$1,000,000	$11,500,000					$24,500,000			$0	$37,000,000
Project 2: Sanitary Sewer Extension for Phase 1 Data Center Development		$1,000,000	$6,000,000									
Project 3: Sanitary Sewer Extension for Future Phases of Data Center & Additional City Development(s)								$8,000,000				
Project 4: Sanitary Sewer Extension for Knellsville			$5,500,000									
Project 5: Upsizing of Existing Sanitary Sewers - Parkway Drive to Terrace Drive Termini								$9,500,000				
Project 7b: Upsizing of Existing Sanitary Sewers - Prospect St to Hales Trail								$4,000,000				
Project 8b: Upsizing of Existing Sanitary Sewers - Wastewater Treatment Plant to Hales Trail								$3,000,000				
Lift Station or 2 smaller stations	Wastewater		$2,000,000	$3,000,000				$3,000,000				$8,000,000
Surcharge/Peak Flow Relief Interceptor	Watewater	$200,000	$2,300,000									$2,500,000
Wastewater Treatment Plant Capacity Expansion	Wastewater					$300,000	$300,000	$3,400,000	$11,000,000	$16,000,000	$4,000,000	$35,000,000
Wastewater Treatment Footprint Expansion & Bluff Stabilization	Wastewater						$1,000,000	$5,000,000				$6,000,000
Project Oversite	Project Director	$150,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$1,950,000
		$4,350,000	$41,500,000	$3,200,000	$200,000	$500,000	$1,700,000	$68,900,000	$15,200,000	$27,200,000	$12,700,000	$175,450,000
											Phase 1 Subtotal	$49,050,000
											Phase 2 Subtota	$126,400,000
											Total	**$175,450,000**
											Total of Subtotals	*$175,450,000*
											Difference (error check)	*$0*

EXHIBIT F

CITY/TOWN SUPPLEMENTAL AGREEMENT

[SEE NEXT PAGES]

SUPPLEMENTAL AGREEMENT TO THE SETTLEMENT AGREEMENT BETWEEN THE CITY OF PORT WASHINGTON AND THE TOWN OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN, TO PROVIDE FOR ORDERLY LAND DEVELOPMENT, BOUNDARY AGREEMENTS AND SHARED SERVICES, DATED NOVEMBER 23, 2004

This Supplemental Agreement ("Agreement") is made and entered into as of January 21, 2025, between the CITY OF PORT WASHINGTON ("**City**"), a Wisconsin municipal corporation, and the TOWN OF PORT WASHINGTON ("**Town**"), a Wisconsin body politic with those powers granted by law, (collectively, the CITY and TOWN may be referred to as the "**PARTIES**", or individually as a "**PARTY**").

WHEREAS, the **PARTIES** previously entered into a Settlement Agreement Between the City of Port Washington and the Town of Port Washington, Ozaukee County, Wisconsin, to Provide for Orderly Land Development, Boundary Agreements and Shared Services, dated November 23, 2004 (including the maps, attachments and exhibits thereto) attached hereto as Exhibit A (the "**SETTLEMENT AGREEMENT**").

WHEREAS, the **PARTIES** are aware of a third party, desiring to acquire or otherwise develop certain properties within the **TOWN,** as depicted on the map attached as Exhibit B to this **AGREEMENT** (the "**PROJECT SITE**"), for the purpose of preparing, developing and/or transferring the **PROJECT SITE** (or portions thereof) for data center and related uses (the "**PROJECT**").

WHEREAS, the **PARTIES** wish to amend and supplement certain provisions of the **SETTLEMENT AGREEMENT** to facilitate the **PROJECT**, provided that nothing in this Agreement, itself and without additional action by the governing bodies of the CITY and TOWN, is intended to alter the boundaries of either the **CITY** or the **TOWN**.

NOW, THEREFORE, in consideration of the mutual promises set forth herein the **PARTIES** hereto agree as follows:

1. **No Alteration of Boundaries**. Notwithstanding anything in this Agreement to the contrary, this Agreement, in and of itself and without additional action by the governing bodies of the CITY and TOWN, is not intended to alter the boundaries of either the **CITY** or the **TOWN**. This **AGREEMENT** is neither a stipulated boundary agreement under Wis. Stat sec. 66.0225 nor a written agreement determining all or any portion of a common boundary line under Wis. Stat. sec. 66.0301(6). Accordingly, while this **AGREEMENT** must be approved by the governing body of each of the **PARTIES**, this Agreement is not subject to any referendum of electors under Wis. Stat. secs. 66.0225(2) or 66.0301(6). When this **AGREEMENT** is executed by both **PARTIES**, the boundaries of the **PARTIES** adjacent to the **PROJECT SITE** may be altered only by annexation initiated by electors and property owners under Wis. Stat. sec. 66.0217 or other legal means. No terms of this Agreement shall in any way authorize the **CITY** to initiate annexation under Wis. Stat. sec. 66.0219.

2. **Amendments to the SETTLEMENT AGREEMENT Relating to the PROJECT SITE**. The **PARTIES** acknowledge that the provisions of this **AGREEMENT**

supersede and, when in conflict, replace the provisions of the **SETTLEMENT AGREEMENT**. To the extent that provisions of the **SETTLEMENT AGREEMENT** do not conflict with this **AGREEMENT**, such provisions remain in full force and effect by their terms. The following provisions of the **SETTLEMENT AGREEMENT** are specifically superseded, amended and replaced as follows:

a. With respect to Sections I, IV, V, VI and X of the **SETTLEMENT AGREEMENT**, all of which relate to alteration of the **PARTIES'** boundaries**,** the Term of the **SETTLEMENT AGREEMENT** shall be modified to bring forward the December 31, 2025 expiration date to an earlier expiration date of January 31, 2025. Except for Sections I, IV, V, VI and X and those other provisions of the **SETTLEMENT AGREEMENT** intended to survive its term, all other provisions of the **SETTLEMENT AGREEMENT** not specifically addressed in this **AGREEMENT** shall remain in effect until December 31, 2025.

b. Commencing on February 1, 2025, notwithstanding any contrary terms of the **SETTLEMENT AGREEMENT,** the **PROJECT SITE** and additional lands necessary to extend and/or provide necessary infrastructure to the **PROJECT SITE** may be subject to annexation to the **CITY** only (i) if initiated by electors and property owners under Wis. Stat. sec. 66.0217 or if initiated by electors and property ownersby other legal means or , (ii) as set forth in Subsection 5.c. below . As of February 1, 2025, no detachment or attachment of the **PROJECT SITE** or additional lands necessary to extend and/or provide necessary infrastructure to the **PROJECT SITE** under Sections IV, V, VI and X of the **SETTLEMENT AGREEMENT** or under Wis. Stat. sec. 66.0227 shall be required. Notwithstanding the terms of this **AGREEMENT**, the **CITY** agrees that any lands lying within Knellsville, as described and depicted in the SETTLEMENT AGREEMENT ("Knellsville"), shall never be annexed into the **CITY** unless detachment is approved by Resolution of the Town Board.

c. The **PARTIES** agree that Section IX of the **SETTLEMENT AGREEMENT,** relating to cooperative land use planning, shall not apply to Knellsville, the **PROJECT SITE** or additional lands necessary to extend and/or provide necessary infrastructure to the **PROJECT SITE**.

d. Notwithstanding any other provision in this Agreement, with respect to certain lands described in Section VI of the **SETTLEMENT AGREEMENT** as Territory outside the City Growth Area, other than land within the **PROJECT SITE** and additional lands necessary to extend and/or provide necessary infrastructure to the **PROJECT SITE**, the Term of the **SETTLEMENT AGREEMENT** shall be modified to push back the December 31, 2025 expiration date to a later expiration date of April 30, 2028.

3. **Amendments to the SETTLEMENT AGREEMENT Relating to the Municipal Services**. As part of and simultaneous with the public infrastructure work

necessary to support the development of the **PROJECT SITE**, but in no event later than *December 31, 2027*, subject to paragraph 12, below,, the **CITY** agrees to extend public sewer and water services to those areas of the **TOWN** located within KNELLSVILLE, on an extraterritorial basis (without the requirement of annexation to the City), provided that such City obligation, as described herein, shall be perpetual and further provided that the terms and conditions for such extension as contemplated in Section VII of the **SETTLEMENT AGREEMENT** shall be at no cost to the **TOWN** or, except as otherwise stated herein or mutually agreed in the future, the owners of any real property in KNELLSVILLE. Such sewer and water services provided to users within the **TOWN** shall be at the same rates and upon the same terms and conditions as such services provided to **CITY** users, including but not limited to the payment by individual owners of property within KNELLSVILLE of connection fees to the City for each industrial, commercial and/or residential connection unit, based on the fee schedule established by the CITY, but not to exceed the actual costs borne by the utilities to facilitate such connections. The incremental expenses related to the provision of such services (including but not limited to planning, design, miscellaneous engineering, legal, administrative, construction, operation and continued and perpetual maintenance) and all other costs shall be borne by the **CITY** (not the **TOWN** or Town users of such services, by special assessment or other legal means) to accomplish the availability of access of sewer and water services. Such utility extensions shall be installed into the public right-of-way in a design agreed upon by the **PARTIES** to allow for all KNELLSVILLE properties to connect to such public services via lateral upon request to the respective municipal utilities (and such request shall not be denied or unreasonably delayed). Once connected, KNELLSVILLE property owners shall be subject to the same service charges and rates applied to customers within the **CITY**. City shall be required, at City expense, to restore any public road right-of-way, or other public areas, to substantially the condition that the areas were in prior to installation of such services.

4. **Additional Obligations of the CITY**.

a. Consistent with Wis. Stat. sec. 66.0217(14)(a) and subsection XII.B. of the **SETTLEMENT AGREEMENT**, upon annexation of any portion of the **PROJECT SITE** to the **CITY**, the **CITY** agrees to pay annually to the **TOWN,** for 5 years, an amount equal to the amount of property taxes that the **TOWN** levied on the annexed territory, as shown by the tax roll under Wis. Stat. sec. 70.65, in the year in which the annexation is final. By way of example, if the annexation of the entire **PROJECT SITE** were final in 2024, the annual payment would be the **TOWN's** share of property tax revenue derived from properties within the **PROJECT SITE**, which totals approximately $16,199.74.

b. In addition to payments due to the **TOWN** under subsection 4.a. above, provided that the **TOWN** complies with all aspects of this **AGREEMENT** at all times, the **CITY** agrees to pay the **TOWN** an annual payment of $133,800.26 for 5 years following the annexation of any portion of the

PROJECT SITE, payable no later than January 31st of each of the 5 years following the annexation.

c. The **CITY** agrees to cooperate with the **TOWN**'s use and development of Knellsville and the extension of sewer, water and other utility services thereto, including, but not limited to, by granting any easements, and giving prompt and due consideration of any approvals and/or consents reasonably necessary or desirable from the **CITY,** and by not opposing any exercise of jurisdiction by the **TOWN** over Knellsville, including, but not limited to, waiving any authority over or review of, or not opposing, any zoning, land division, extraterritorial plats, or permits of any kind by the Town.

d. For at least 5 years after annexation to the **CITY,** those portions of the **PROJECT SITE** developed for the **PROJECT** and additional lands necessary to extend and/or provide necessary infrastructure to the **PROJECT SITE** shall be zoned and used for data center and related uses. Notwithstanding the foregoing, the following uses also shall be allowed on the PROJECT SITE: (i) any use existing on the PROJECT SITE on the date hereof (either consistent with, or as legally nonconforming within, any rezoning), (ii) any agricultural or residential use, (iii) any permitted or conditional use in the TOWN's existing BP-1 Business Park District or its BP-2 Transitional Business Park District; and (iv) any use to which the TOWN fails to timely object by written notice to the CITY delivered within twenty (20) days following written notice thereof from the CITY.

e. The CITY agrees to reimburse the TOWN reasonable attorney, engineer or other professional fees incurred by the TOWN, in an aggregate amount not to exceed $50,000.00, in connection with negotiating and implementing this AGREEMENT. The CITY shall reimburse the TOWN for any such fees incurred (up to an aggregate of $50,000.00) within (30) days following the CITY's receipt of copies of invoices from the professional service providers.

5. **Additional Obligations of the TOWN.**

a. The **TOWN** agrees to take no steps or any legal action to object to or otherwise challenge, the annexation, use or development of the **PROJECT SITE** and additional lands necessary to extend and/or provide necessary infrastructure to the **PROJECT SITE**.

b. The **TOWN** agrees to cooperate with the **CITY**'s use and development of the **PROJECT SITE** after annexation to the **CITY** and the annexation thereof and the extension of sewer, water and other utility services thereto, which cooperation shall include, but not be limited to, granting any easements within the public right-of-way, approvals and/or consents reasonably necessary or desirable from the **TOWN** and that will have no cost or negative financial impact on the TOWN**,** and by not opposing any exercise of jurisdiction by the

CITY over the **PROJECT SITE** or additional lands necessary to extend and/or provide necessary infrastructure to the **PROJECT SITE** upon or after annexation to the **CITY.** In no event shall TOWN cooperation herein require the TOWN to conduct or engage in condemnation or the exercise of eminent domain over any real property.

c. Notwithstanding any provision in this Agreement to the contrary, the **TOWN** agrees to take no steps or any legal action to object to or otherwise challenge the annexation, use or development of any **CITY** owned lands within the **TOWN** that the **CITY** acquires for a public purpose.

6. **Contingencies.** This **AGREEMENT** is contingent on both of the following occurring not later than December 31, 2025:

a. That the **CITY** shall enter into a development agreement regarding the **PROJECT** acceptable to the **CITY** in its sole discretion**.**
b. That the **CITY** adopts an annexation ordinance for land within the **PROJECT SITE** which becomes final pursuant to Wis. Stat. § 66.0217 or other legal means.

If either of the contingencies set forth in this Section 6. do not occur by December 31, 2025, then this **AGREEMENT** shall automatically terminate on said date, unless both **PARTIES** agree to extend such contingencies by written amendment to this **AGREEMENT**. Upon termination of this **AGREEMENT**, the **PARTIES** agree to undo any actions taken in reliance on this **AGREEMENT** and to return each **PARTY** to its pre-**AGREEMENT** position. For example, if an ordinance annexing any portion of the **PROJECT SITE** is final but the **CITY** does not enter into an acceptable development agreement regarding the **PROJECT**, the **PARTIES** shall cooperate to promptly detach any annexed portion of the **PROJECT SITE** from the **CITY** and re-attach it to the **TOWN**, either via detachment or other, agreed upon, legal means.

7. **Severable Provisions.** If any clause, provision or section of this **AGREEMENT** be declared invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions.

8. **Complete Agreement.** This **AGREEMENT**, together with the Exhibits, is the complete agreement of the **PARTIES** with respect to the matters covered herein and shall supersede any and all prior agreements or municipal policies, resolutions or ordinances to the contrary. No agreements, promises or representations made during or in connection with the negotiations for or approval of the agreements herein shall be binding or effective unless included herein.

9. **Countersign**. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. Facsimile or PDF signatures shall be deemed original signatures for all purposes

of this Agreement. Each of the Parties hereto represents and warrants that it has full authority to enter into this Agreement, which has been duly authorized by all necessary actions and is binding on the undersigned Parties.

10. **Remedies**. Each Party acknowledges and agrees that the Parties' remedies at law for a breach or threatened breach of any of the provisions of this Agreement could be inadequate and, in recognition of this fact, the Parties agree that, in the event of such a breach or threatened breach, in addition to any other available remedies at law, each Party shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available, in any jurisdiction permitted by law, and each Party further waives any requirement for the securing or posting of any bond in connection with any such remedy.

11. **Amended Stipulation**. Upon approval and execution of this Agreement by the CITY and TOWN, the Parties agree to submit an amended Stipulation and Order, confirming the terms of same, to the Ozaukee County Circuit Court.

12. **Force Majure**. The obligations of any of the parties hereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, acts of God, pandemics, fires, storms, accidents, or any cause whatsoever beyond the control of the parties.

[*Remainder Intentionally Blank; Signature Pages Follow*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized representatives.

CITY OF PORT WASHINGTON:

By: _____

Ted Neitzke IV, Mayor

By: _____

Susan L. Westerbeke, City Clerk

[Town *Signature on Following Page*]

TOWN OF PORT WASHINGTON:

By: Mike Didier
Mike Didier, Town Board Chair

By: Doris Feider-Schlenvogt
~~Heather Krueger Town Clerk~~
Doris Feider-Schlenvogt
Deputy Clerk

EXHIBIT A

SETTLEMENT AGREEMENT

STATE OF WISCONSIN CIRCUIT COURT OZAUKEE COUNTY

STATE EX REL., TOWN OF PORT WASHINGTON,

Plaintiff,

v.

CITY OF PORT WASHINGTON,

Defendant.

STIPULATION & ORDER FOR DISMISSAL
Case No. 04 CV 338-B2
Case Code. 30703

STIPULATION

The Town of Port Washington and the City of Port Washington, by their respective counsel, hereby stipulate and agree that the above-captioned action may be dismissed, on its merits and without costs, in accordance with the provisions of §66.0225, Wis. Stats.

Pursuant to this stipulation and as authorized by §66.0225, Wis. Stats., the parties hereby enter into the attached Settlement Agreement to Provide for Orderly Land Development, Boundary Agreements and Shared Services, including exhibits thereto, between the Town of Port Washington and City of Port Washington (Exhibit A) and incorporate it within this stipulation as if set forth herein.

Dated this 15 day of December, 2004.

Town of Port Washington

H. Stanley Riffle
State Bar # 1012704

Dated this 23rd day of December, 2004.

City of Port Washington

Eric E. Eberhardt
State Bar # 1003917

ORDER

Based on the foregoing stipulation entered into by the parties in this matter,

IT IS HEREBY ORDERED that the annexation ordinance #2004-3 at issue in this matter passed by the City of Port Washington Common Council on April 20, 2004, is hereby affirmed; and,

IT IS FURTHER ORDERED that the attached Settlement Agreement to Provide for Orderly Land Development, Boundary Agreements and Shared Services, including exhibits thereto, between the Town of Port Washington and City of Port Washington (Exhibit A) is hereby incorporated into the order of the court as if fully set forth herein and that the terms and conditions of the Agreement are in full force and effect from the date of this order as authorized under §66.0225, Wis. Stats., and;

IT IS FURTHER ORDERED that this action is dismissed with prejudice and without costs to either party.

Dated this 29 day of December, 2004

BY THE COURT:
/s/ Tom R. Wolfgram

Tom R. Wolfgram
Circuit Court Judge, Branch 2

SETTLEMENT AGREEMENT BETWEEN THE CITY OF PORT WASHINGTON AND THE TOWN OF PORT WASHINGTON OZAUKEE COUNTY, WISCONSIN, TO PROVIDE FOR ORDERLY LAND DEVELOPMENT, BOUNDARY AGREEMENTS AND SHARED SERVICES

AGREEMENT, entered into this 23rd day of November, 2004 by and between the City of Port Washington ("City") and the Town of Port Washington ("Town")

WHEREAS, the Town has initiated a lawsuit against the City in the Circuit Court for Ozaukee County (Case No. 30703) concerning an action by the City to annex certain property, known as the "Jacque Annexation" from the Town; and

WHEREAS, Wis. Stats. Section 66.0225 allows parties to any action, proceeding or appeal in court for the purpose of testing the validity or invalidity of any annexation, incorporation, consolidation or detachment to enter into a written stipulation, compromising and settling any such litigation and determining the common boundary line between the municipalities; and

WHEREAS, the parties desire to work together to arrive at a mutually agreeable resolution to questions currently outstanding as to annexations by the City, and thereby avoid the delays, expense and uncertainty resulting from protracted litigation; and

WHEREAS, in furtherance of this desire, the City and the Town have resolved a significant number of issues pertaining to the common goals of the municipalities through negotiation and approval of this agreement.

NOW, THEREFORE, in consideration of the mutual promises herein stated, relief from the uncertainty and expense of litigation, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

NOW, THEREFORE, it is hereby agreed as follows:

I. Temporary Common Borders Established.

The City and Town agree that during the term of this Agreement, and pursuant to

Exhibit A
Stip. & Order 04 CV 338

the provisions set forth below, the maximum external boundary of the City limits shall be as depicted on Map "A" attached hereto. Those areas presently within the Town that are situated within the maximum external boundary of the City shall be referred to as the "City Growth Area".

II. **Permanent Common Borders Established.**

The City and Town have agreed that a certain area within the Town, commonly referred to as "Knellsville" and more particularly depicted on Map "B" and the legal description for which is attached hereto as Attachment "C", shall, pursuant to the provisions set forth below, remain in the Town in perpetuity.

III. **Detachment of City Islands located in Knellsville.**

Presently there exists a parcel of land located within Knellsville that is within the City limits, though completely surrounded by the Town. This property, generally depicted on Map B attached hereto and the legal description for which is attached hereto as Attachment "D", was annexed to the City of Port Washington by annexation ordinance enacted by the Common Council of the City of Port Washington on February 7, 1967. Upon the effective date of this Agreement, this parcel shall be detached from the City and attached to the Town, and shall become part of the permanent borders established in Section II of this Agreement

IV. **Detachment of Territory within the City Growth Area.**

A. The Town agrees that it will withdraw any objection to the annexation of the Jacque property, and the Jacque property shall, therefore, be attached to the City.

B. With regard to the remainder of territory presently within the City Growth Area, during the term of this Agreement, City may attach each individual parcel and the Town agrees to detach each individual parcel upon receipt of the City's attachment ordinance, pursuant to the procedure set forth below. The Town shall not object to nor contest the detachment/attachment of said individual parcels in any legal or administrative forum or proceeding.

V. **Procedure for Detachment of Land within the City Growth Area.** The procedure for detachment of any land within the City Growth Area shall be as follows:

A. The parcel owner desirous of attaching to the City, dividing an individual parcel or receiving City services, shall file a Petition for Detachment with the Town and City Clerks.

B. The City, upon receipt of the Petition for Detachment, may, but shall not be so obliged, adopt an ordinance attaching the subject property.

C. The Town, within forty-five (45) days of receipt of the City's attachment ordinance, shall adopt an ordinance detaching the subject property.

VI. **Territory outside the City Growth Area.** During the term of this Agreement, City agrees that any lands lying outside City Growth Area boundary of the City shall not be annexed into the City unless detachment is approved by Resolution of the Town Board. Notwithstanding the terms of this Agreement, City agrees that any lands lying within Knellsville shall never be annexed into the City unless detachment is approved by Resolution of the Town Board.

VII. **Municipal Services.**

A. Provision of Sewer Service.
The City agrees to extend sewer services to those areas located within Knellsville on an extraterritorial basis. Service shall be provided pursuant to the Agreement for the treatment of waste water between Town and the City in the form attached hereto and incorporated herein by reference as Exhibit "E". The Agreement, in general, provides that the service provided to users within the Town shall be at the same rates and upon the same terms and conditions as services provided to City users. The incremental expenses related to the provision of such service (including but not limited to planning, design, miscellaneous engineering, legal, administrative, construction, operation and maintenance) and all costs shall be borne by the Town or the respective property owners to accomplish the availability of access of sewer service. The City shall own the sewer service facility including mains, lift stations if any, and all appurtenances thereto. Laterals will be owned by the property owners. The Town and City shall, simultaneous with the entry of the Judgment of the Court, execute the Agreement for the treatment of wastewater. The agreement to extend sewer service shall not be restricted to the term of this agreement but shall be perpetual.

B. Provision of Water Service.
The City agrees to extend water service to those areas located within Knellsville on an extraterritorial basis. Service shall be provided pursuant to the Agreement for the provision of water service between Town and the City in the form attached hereto and incorporated herein by reference as Exhibit "E". The Agreement, in general, provides that the service provided to users within the Town shall be at the same rates and upon the same terms and conditions as services provided to City users. The incremental expenses related to the provision of such service (including but not limited to planning, design, miscellaneous engineering, legal, administrative, construction, operation and maintenance) and all costs shall be borne by the Town or the respective property owners to accomplish the availability of access of water service. The City shall own the water service facility

including mains, reservoirs, and all laterals up to and including the curb stop. On water services larger then two inches, the City shall own and maintain up to the first valve. The agreement to extend water service shall not be restricted to the term of this agreement but shall be perpetual.

IX. **Cooperative Land Use Planning For Knellsville and Adjacent City Lands.**

The Parties agree that the development of the Knellsville area as well as the adjacent City land as depicted on Map G" will have a significant and permanent impact not only upon the infrastructure and resources of the City, but will also impact upon the infrastructure and resources of the Town.

For these reasons, the parties shall work cooperatively with one another to develop joint plans and to incorporate the City's development standards attached hereto and incorporated herein by reference an Exhibit "F" that shall strictly apply to all new development within Knellsville.

These plans shall address, but shall not be limited, to the following:

A. A road plan for arterial and collector streets for the entire area that will be adequate to accommodate expected access points and traffic volumes.

B. A utility plan for sanitary and water systems that will accommodate the range and extent of anticipated development

C. Standards for both architectural design and landscape design that will create a high quality development pattern for all building types.

D. Procedures for implementing these components including maps depicting required alignments for roads and infrastructure as well a procedures for linking such improvement to approvals for new development

E. Procedures for reviewing and ensuring compliance with standards for building design and landscape.

X. **Temporary and Permanent Boundaries.**

It is intended by the Town and City that this Agreement, shall result in temporary and permanent boundaries by and between the respective municipalities. Therefore, outside of the City Growth Area, no lands shall be attached to the City of Port Washington by annexation or any other means, except by mutual consent of both municipalities, and no lands shall be detached by the City and returned to the Town except by mutual consent of both municipalities. Notwithstanding this intent, it is recognized and understood that circumstances may be such that it is in the interest of the City, Town, residents of either, the environment or other factors (including but not limited to conditions affecting individual property owners such

as failed wells or septic systems) to alter the boundaries temporarily or permanently fixed by this agreement. Accordingly, the boundaries temporarily or permanently fixed by this agreement may be amended by written agreement of the City and Town at any time.

XI. **Term.**

This Agreement shall be effective upon the execution of the Circuit Court order approving the same, subject only to the referendum proceedings of Wis. Stats. Section 66.0225. Except for those provisions of this Agreement intended to survive the term, the term of this Agreement shall expire on December 31, 2025.

XII. **Miscellaneous Provisions**

A. Maritime Drive.

The parties acknowledge that the City has laid out, constructed and installed improvements along an extension to the road known as Maritime Drive. The road extension crosses territory which currently lies within the Town of Port Washington, through portions of Sections 31 and 32, and crosses the boundary line between the City and the Town. The road extension runs in a generally east-west direction, from approximately the Union Pacific Railroad right-of-way, west to the road's intersection with State Highway 32. With respect to all of ~~such~~ the existing road extension and related improvements lying within the Town, the parties specifically agree that, regardless of the term of this Agreement:

(1) The Town waives, and covenants that it shall never assert, any objection, claim or cause of action against the City in any forum to challenge or contest the laying out, construction of, or improvements to such road extension, including, without limitation, any objection, claim or cause of action under ch. 80, Wis. Stats. relating to laying highways, the determination or allocation of damages, the apportionment of liabilities on account of the road extension, and any other claim, action or proceeding relating to the road extension, whether procedural or substantive, in law or equity.

(2) The Town acknowledges and agrees that such road extension is, and shall continue to be, used as a public highway, whether dedicated or to be dedicated to the City.

(3) The City shall have exclusive control of the road extension, including access from and to adjoining properties. The City shall be responsible for and pay the cost of repairs, improvements and maintenance of the road extension, including, but not limited to, grading, paving, salting, plowing, lighting, signage, landscaping, curbs, gutters, and the installation of sewer and water mains, service pipes and other utilities. It is further agreed by the Town and City, however, that the City may levy special assessments for the whole or any part of the cost of the improvements as a tax upon the properties that the City determines are

especially benefited by the improvements, in the manner provided in sec. 66.0703, Stats.

(4) The Town shall pay to the City all transportation aids which it receives from the state of Wisconsin or any other source after the date of this Agreement for that portion of Maritime Drive lying within the Town. Said payment shall be made to the City within thirty (30) days after receipt of such aids by the Town.

(5) The term of these provisions shall be perpetual.

B. 2003 Wisconsin Act 317

The property tax equivalent payment provisions of 2003 Wisconsin Act 317 shall apply to lands detached from the Town and attached to the City during the term of this Agreement.

XIII. **Division of Assets and Liabilities.**
The parties agree, for purposes of compliance with Sections 60.79 and 66.0235, Wis. Stats., that the division of assets and liabilities regarding the land transfer pursuant to this Agreement results in no assignment of additional assets or liabilities to either party in excess of those assets and liabilities associated with the territory being transferred under this Agreement. Therefore, neither the Town nor the City shall be responsible to transfer any additional assets or incur any additional liabilities (including apportionment of taxes and assessments) other than those specifically set forth in this Agreement. Nothing herein shall affect the division or apportionment of taxes between the City and Town, as provided in sec. 66.0235(13) Stats. for those properties annexed to or detached from the City hereunder.

XIV. **No Third Party Beneficiary.**
This agreement is intended to be solely between the signatories set forth on the following pages. Nothing in this Agreement grants any third party beneficiary rights to any nonparty that may be enforced by any non-party to this Agreement.

XV. **Enforcement of Agreement.**
This Agreement shall be perpetual and shall be enforceable through the Circuit Court for Ozaukee County. However, nothing herein shall limit the parties through mutual agreement, to amend this Agreement. Any amendment to this Agreement shall be in writing and approved by the Common Council of the City and the Town Board.

XVI. **Effect of Referendum.**
In the event a referendum is called for under Wisconsin Statutes Section 66.0225 and said referendum results in a rejection of the stipulation filed with the Court under this Agreement, this entire Agreement, shall be null and void.

XVII. **Severable Provisions.**
If any clause, provision, or section of this Agreement be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions.

XVIII. **Complete Agreement.**
This Agreement, together with the Exhibits and Attachments, is the complete agreement of the Parties with respect to the matters covered by these Agreements, and shall supercede any and all prior Agreements or municipal policies, resolutions or ordinances to the contrary. No agreement, promises or representations made during or in connection with the negotiations for or approval of these Agreements shall be binding or effective unless they are included herein. This Agreement shall be recorded with the Register of Deeds of Ozaukee County. This Agreement may be introduced into evidence by any party without objection in any action to enforce the terms of this Agreement.

CITY OF PORT WASHINGTON:

By: Mayor

ATTEST:

Clerk

TOWN OF PORT WASHINGTON:

Chairperson

ATTEST:

Clerk

Exhibit A
Stip. & Order 04 CV 338

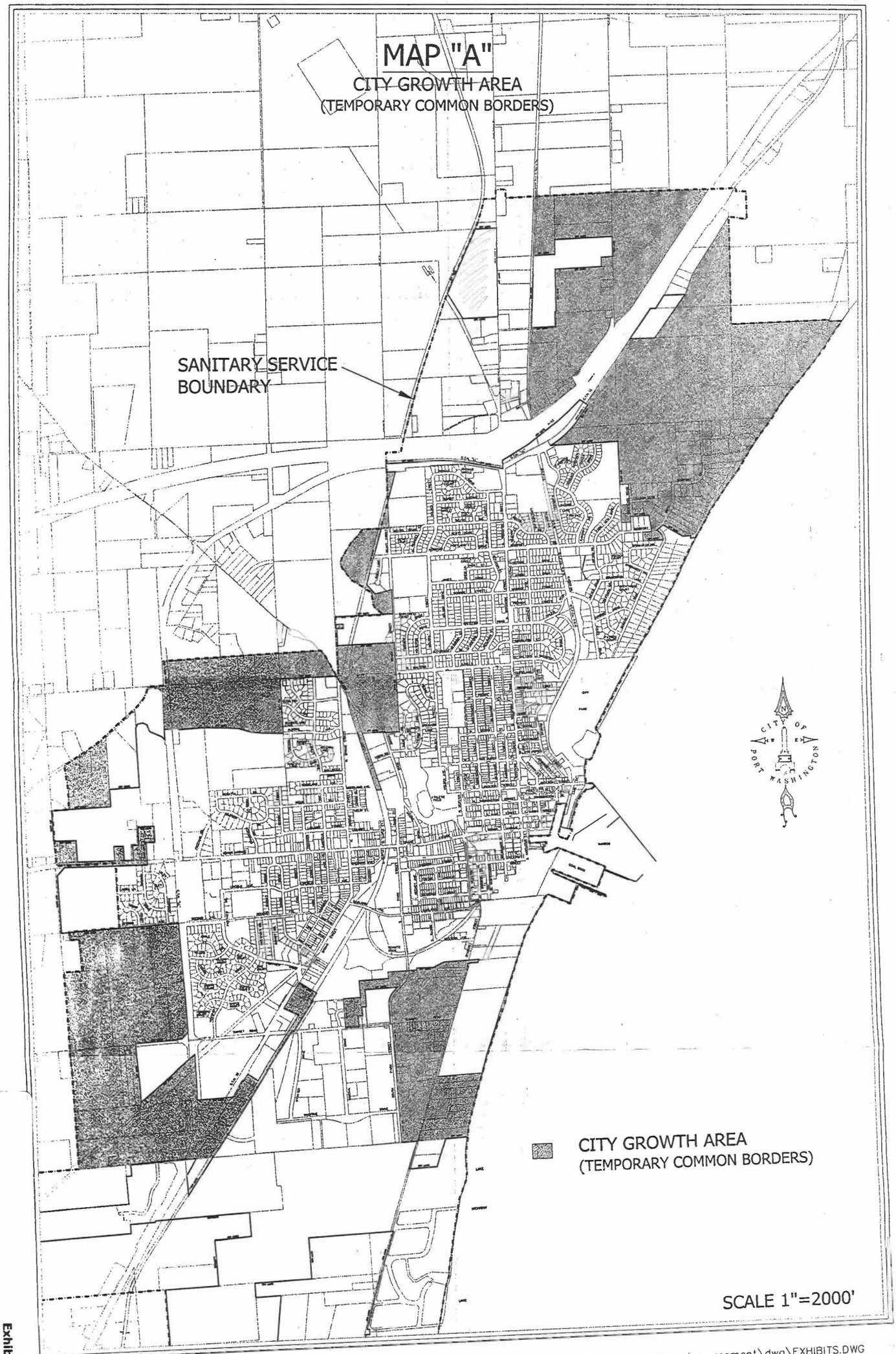
SETTLEMENT AGREEMENT
BETWEEN THE CITY OF PORT WASHINGTON
AND THE TOWN OF PORT WASHINGTON

EXHIBITS INDEX

1.	Map "A"	Temporary Common Borders
2.	Map "B"	Knellsville Map
3.	Attachment "C"	Legal Description of Knellsville
4.	Attachment "D"	Legal Description of City Islands
5.	Exhibit "E"	Sewer and Water Service Agreement
6.	Exhibit "F"	City Development Standards
7.	Map G"	Lands Subject to Cooperative Planning

MAP "A"

CITY GROWTH AREA
(TEMPORARY COMMON BORDERS)



DRAWN: RPK

DATE: 5/27/2004

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Exhibit A
Stip. & Order 04 CV 338

MAP "B"
KNELLSVILLE

SANITARY SERVICE BOUNDARY

CITY OF PORT WASHINGTON

KNELLSVILLE AREA

SCALE 1"=2000'

DRAWN: RPK DATE: 5/27/2004 N:\GIS\city-town-settlement-agreement\dwg\EXHIBITS.DWG

Stip. & Order 04 CV 338
Exhibit A

August 3, 2004

ATTACHMENT "C" – KNELLSVILLE

Knellsville Decription:

Parcel being a part of the Northeast ¼, Northwest ¼, Southeast ¼, and Southwest ¼ of Section 16, Township 11 North, Range 22 East, Town of Port Washington, Ozaukee County, Wisconsin; also described as all or part of Government Lots 2, 3, 6, 7, 10, 11, 14, 15, 18, 19, 22, 23, 26, 27, 29, 30, and 31, lying within the following described lands, lying westerly of the east line of the WE Energies right of way (also known as Ozaukee InterUrban Trail) , and southerly of the North lines of the Northeast 1/4 and Northwest 1/4 of said Section 16, easterly of the east right-of-way line of the Union Pacific Railroad, and lying northerly of the north line of Interstate Highway 43 (I-43), together with that part of the Southeast ¼ of Section 9, Township 11 North, Range 22 East, known as Tax key: 07-009-15-007.00.

Said parcel contains approximately 247 Acres.

Parcel being a part of the Northeast ¼, Northwest ¼, and Southwest ¼ of Section 15, Township 11 North, Range 22 East, All those lands including the entirety of Tax keys: 07-015-02-001.00, 07-015-07-002.00, 07-015-08-001.00, 07-015-08-002.00, together with the westerly 400 feet of Tax Key 07-015-09-001.00 lying easterly of the east right-of-way of County Trunk Highway "LL", the westerly 400 feet of Tax Key 07-015-07-003.00 south of Tax key" 07-015-07-002.00, the westerly 300 feet of Tax Key 07-015-07-003.00 north of Tax key 07-015-08-002.00, and the westerly 300 feet of Tax key: 07-015-05-002.00, all said parcels lying easterly of the east right-of-way of County Trunk Highway "LL".

Said parcel contains approximately 35 Acres.

Total Knellsville area approximately 282 Acres.

Exhibit A
Stip. & Order 04 CV 338

August 3, 2004

ATTACHMENT "D"

City Island to be Detached:

Parcel "A" being a part of the east one-half of the northwest one-quarter of Section 16, also described as a part of Government Lots 6, 11, and 14, east of the Union Pacific Railroad Company (formerly owned by Chicago and Northwestern Railroad Company) right-of-way fence and east of the east right-of-way of S.T.H. 84. The metes and bounds of description being as follows: Commencing at the north quarter corner of Section 16; thence South 0° 41' 00" West, 661.13 feet along the north-south quarter line to the Point of Beginning (said quarter line being along C.T.H. "KW"); thence continue along said north-south quarter line south 0° 41' 00" west, 1,997.44 feet to the center of Section; thence South 88° 35' 08" West, 800.38 feet to the east right-of-way line of C.T.H. "H"; thence North 28° 51' 40" West, 226.20 feet along said east right-of-way line; thence North 30° 40' 30" West, 440.21 feet along said east right-of-way line to its intersection with the east right-of-way fence of the Union Pacific Railroad Company; thence North 25° 09'17" East, 1,578.92 feet along said east Railroad right-of-way fence; thence North 88° 40' 25" East, 486.49 feet to the Point of Beginning.

Said parcel "A" contains 39.42 Acres.

EXHIBIT E

AGREEMENT FOR THE TREATMENT OF WASTEWATER AND PROVISION OF WATER SERVICE BETWEEN THE TOWN OF PORT WASHINGTON AND THE CITY OF PORT WASHINGTON

(Sec. 66.0301 Wis. Stats.)

THIS AGREEMENT, entered into this day 23 of 11 2004, by and between Town of Port Washington organized and existing under the laws of the State of Wisconsin with principal offices at 3473CTH KK, Port Washington, Wisconsin, hereinafter called the "Town" and the City of Port Washington, a Municipal Corporation organized and existing under the laws of the State of Wisconsin with principal offices at 100 E. Grand Avenue, Port Washington, Wisconsin, hereinafter called the "City", is as follows:

WITNESSETH

WHEREAS, the City owns and operates a wastewater treatment facility which has capacity for the treatment of wastewater originating from a limited area within the Town, as well as a water distribution system which shall have capacity to serve a limited area within the Town; and

WHEREAS, the City has agreed to plan, design, construct, own, and operate a wastewater collection system and interceptor and water distribution system located principally in the City and extending into the Town limits; and

WHEREAS, the Town has no wastewater treatment capabilities or municipal water facilities and has expressed a desire that the City treat the wastewater and to provide water service in a limited area within in the Town; and

WHEREAS, the City has agreed to accept and treat wastewater and provide water service within a limited area of the Town as part of a comprehensive Boundary Agreement notwithstanding a long standing policy of requiring, annexation before extending sewer service, and has also agreed to provide the required personnel, equipment, and facilities necessary to maintain and operate a wastewater collection system and interceptor capable of serving the Town under the terms and conditions of this agreement; and

WHEREAS, the wastewater to be treated and disposed of by the City from the Town shall be only of the type and nature presently being collected and treated by the City; and

WHEREAS, wastewater of the Town to be treated and disposed of by the City will originate from various land uses, including primarily commercial businesses and industrial users within the boundaries of the Town, which uses are hereinafter referred to as "users"; and

WHEREAS, water service to the Town shall be only of the type and nature presently being provided by the City to City users; and

WHEREAS, the Town has expressed willingness to enter into a contract for wastewater treatment and water service pursuant to Section 66.0301 Wis. Stats.; and

NOW, THEREFORE, in consideration of the payment of One Dollar ($1.00) and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged, and in further consideration of the covenants herein contained and the benefits derived by each, the Town and the City contract and agree as follows:

A. GENERAL INTENT

The City will plan, design, construct, own and operate a wastewater sewerage system and water distribution system within the Town and connecting to the City of Port Washington sewerage system, for the purpose of collecting and transporting to the City, the wastewater of users located within said Town. The City intends to accept, treat and dispose of such wastewater at its wastewater treatment facility.

B. SERVICE AREA AND CAPACITY

The service limits for the treatment of wastewater and water distribution for the Town shall include those lands described in Exhibit A attached hereto. Any additions of area to these original "service areas" by the Town must be approved by the Common Council.

C. TOWN SEWER COLLECTION AND WATER DISTRIBUTION SYSTEMS

(1) Except as otherwise provided in this Agreement, the City shall be responsible for the planning, design, construction, ownership, operation and maintenance of the sewerage system and water distribution system located within the Town boundaries. The Town shall be responsible for all costs associated with the planning, designing and construction of the sewerage system and water distribution system, including any interceptor connection to the City's sewerage system and connection to the City's water system. All plans and specifications for the Town sewers shall be submitted to and approved by the Town. The Town shall grant to the City any necessary Wis. Stat. 60.52 permits or easements over public roads or lands for said construction. The Town shall obtain from and compensate private landowners for necessary easements over private property, which easements shall either run to the City

or be assignable to the City. The City shall obtain written permission from the Town prior to beginning construction within the Town. The City shall restore to its original condition or the condition agreed to in any easement, the surface of any ground or street within the Town disturbed as a result of said construction. Restoration upon completion of construction must be approved by the Town prior to final payment by the City to the contractor retained by the City for said work, which approval will not be unreasonably withheld. City agrees that it will utilize the public bidding requirements of Wisconsin law and that it will be reasonable in its charges back to the Town. City agrees that it will allow the Town input on all bids received before awarding said contracts.

(2) Wastewater collected from the Town service area shall be transmitted to the City's wastewater collection system at the established connection points, which shall be identified by the City Engineer. Any proposed substitute connection points must be approved by the City.

(3) Water service to the Town service area shall be connected to the City's water system at the established connection points, which shall be identified by the City Engineer. Any proposed substitute connection points must be approved by the City. At the time that water and sewer service is required at the property located in the southwestern-most property located in the Town service area, a water main of appropriate size shall be directionally drilled underneath IH-43 for the purpose of establishing a second connection point to the Thomas Dr. tower. The total area to be ultimately served by this tower is approximately 1,420 acres, of which, approximately 247 acres will be in the Town's service area. Therefore, the cost for this second connection shall be paid through a City/Town split of 82.6%/14.4%.

(4) Upon completion of the construction of the Town's sewerage and water systems and acceptance by the Town and the City, the City shall take over the responsibility for the operation and maintenance of the Town's systems. The City's operating and maintenance responsibility shall apply only to the collection system, interceptor components and water mains and connections operated by the City and shall not include the responsibility for maintenance of any service laterals from the sewer main to the building served, the water service curb stop to the building served, or of any facilities located on privately owned property not located in easements. Any future expansion of the Town's sewerage or water systems or extensions within the "Service Area" will also be undertaken by the City at the Town's request and paid for by the Town.

D. TOWN FLOW METERING OF WASTEWATER

E. FLOW VOLUMES AND CHARACTERISTICS

The parties agree that the wastewater generated by the Town is of normal domestic strength as defined in Chapter 13 of the City's Municipal Code. Flows with strength characteristics higher than the stated limits shall be pretreated or corrected at the source prior to entry into any interceptor sewer or collector sewer connected to the City's sewerage system. All wastewater flows shall be calculated from the users' water meters. All buildings connecting to the City's sewer system shall be required to simultaneously connect to the City's water system.

F. TOWN METERING OF WATER

As part of the Town's water system, the City shall install or shall require as a condition of individual connection the installation of water meters and the City shall pay for necessary meters, which accurately measure the total volume of water which is provided to users within the Town provided by the City. The City shall continue to own and maintain the individual water meters. The cost of the meters is included in the City's bi-monthly water utility charges.

G. REVIEW OF COSTS

All costs for the planning, design and construction of the sewerage and water systems shall be billed to and paid by the Town. The City shall provide the Town an itemized breakdown of all costs billed to the Town. Each party shall act to minimize the financial risk of the other. The City shall not approve construction contracts earlier than 30 days after bid opening, by which date the Town shall determine if it is unwilling to proceed with the project, and notify the City accordingly. If the Town is willing to proceed, it must certify that provisions have been made to finance the project. If the Town decides not to proceed with the project, the Town shall be solely responsible for the costs incurred by the City to that point. All other reasonable legal and professional costs not directly associated with the project design, bidding and contract award incurred by the City such as preparation of easement descriptions, appraisals, easement acquisition, land acquisition and negotiation, and legal fees, shall be billed to and paid for by the Town. If the Town provides and pays for any easement acquisition services, only the City's review costs would be billed to the Town. The Town shall be billed within 10 days of City staff approval of each invoice and the Town will reimburse the City within 30 days of receipt of the City's invoice.

H. SEWERAGE AND WATER SERVICE

(1) The Town hereby agrees to comply with the City's Municipal Code now in existence or enacted or amended at any time during the existence of this agreement or any extension thereof. City agrees that any sewer or water use ordinance enacted or to be enacted or amended will treat users in the Town the same as users in the City, except as otherwise specifically provided herein.

(2) The Town shall adopt, as soon as practicable prior to connection, a sewer and water use ordinance substantially in conformance with the City of Port Washington Municipal Code. Such sewer ordinance shall require all users of the Town's system to comply with all applicable ordinances, rules and regulations of the City and Town shall strictly enforce said regulations.

(3) The parties agree that the City shall have the right to inspect all users within the Town and if, from any inspection, it is determined by the City that any deleterious waste is improperly entering the system, or that either the Town or a user are violating any ordinance rule or regulation or this agreement, the user and the Town will be notified in writing and shall be required to cease and desist such discharge or other violation immediately in the case of deleterious waste and within five days if some other violation. In the event the Town and/or user fail to take corrective action (or in the alternative to satisfactorily assure the City that corrective action will be taken within a specified period of time), the City shall pursue any and all remedies available to achieve compliance.

(4) The Town agrees that federal, state and local regulations regarding pretreatment of those industrial wastes demanding such pretreatment shall be rigidly monitored and enforced upon the applicable industrial dischargers by the Town.

I. SERVICE CONNECTIONS

(1) No connections shall be made to the Town collection system without prior written notice to the City. The Town agrees that it will ensure that no plumbing, permits are issued for any improvement which involves new connections to the sewerage or water systems unless the applicant first pays all applicable fees and written notice has been given to the City.

(2) The City shall have the right to inspect the Town building permit records to ensure compliance with this agreement. The City shall also have the right to inspect any work performed relating to sewer service connections. All connections to the system shall meet the requirements of the Municipal Code of the City.

J. **BILLING DATES AND PROCEDURES; PAYMENT TERMS**

(1) The City is providing wastewater treatment, and collection and interceptor operation and maintenance services and water service to the Town and the Town shall be liable for payment for all charges relating to these services. The City shall bill the individual users on a bi-monthly basis for all charges. All invoices shall be paid in full within 30 days after the date of billing, and if not so paid, the account shall be considered delinquent. Delinquent payments shall be subject to the same penalties and charges assessed by the City to City residents who are delinquent in the payment of sewer charges. The City shall have the right to withhold approval of any sewer connections while bills are delinquent. Town will be responsible for collecting delinquent accounts and reimbursing the City for those delinquent accounts.

K. **RATES**

(1) For the acceptance, conveyance, treatment, and disposal of sewage transmitted to the City from the Town and for the operation and maintenance costs, including DNR-mandated replacement fund expenses for the treatment facility, collector sewers and interceptor system and recovery of the capital costs, the Town residents and businesses shall have the same rate as City residents.

(3) The sewer user charge rate shall be applied as metered at the individual water meters..

(4) For provision of water service by the City to the Town and for the operation and maintenance costs, including wells, towers and mains and recovery of the capital costs, the Town shall have the same rate as City residents.

L. **TREATMENT PLANT EXPANSION AND TREATMENT PROCESS IMPROVEMENTS**

(1) It is understood by the Town that the City's wastewater treatment facility is considered a regional facility and accordingly, the potential exists for future agreements by the City for treatment of wastewater originating in other municipalities, or sanitary and utility districts created therein. Additions to the capacity of the wastewater treatment facility or interceptors, consistent with upgraded treatment processes as required by Department of Natural Resources and the Environmental Protection Agency (EPA) or caused by growth, may be necessary in the future.

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(2) Inasmuch as the City is not reserving capacity for the Town or any other entity to be served, and is not therefore intending to sell reserve capacity, any wastewater treatment facility expansion or interceptor extension not covered by this Agreement shall be financed by the City.

(3) If improvements to the wastewater treatment facility or the addition of a specific process for treating wastewater are required due to the treatment of wastewater from a user within the Town, the total of such expense shall be paid by the Town.

M. SEWER AVAILABILITY CHARGES

(1) Sewer availability charges shall be levied pursuant to City of Port Washington Ordinances. The charges and fees shall be collected by the Town prior to issuance of a plumbing permit for connection to the sewerage system.

(2) The City shall require the Town to pay the equivalent of the City's impact fee for the portion of the fee covering the cost of improvements to the Wastewater Treatment plant. The fee will be calculated exactly as it is calculated for City residents.

(3) Each month, the Town shall provide records to the City of all plumbing permits issued in the previous month for connection to the Town's sewerage system

N. DISPUTES

The parties hereto agree to be bound by the provisions of Section 66.0821(5) of the Wis. Stats. in the resolution of any dispute concerning the interpretation of this agreement or the rates, rules and practices of the parties.

O. MAINTENANCE AND REPAIR

It shall be the obligation of City to construct and the Town to pay for the cost and expense of the Town's local sewerage and water systems as shall be required to connect to the City's sewerage and water systems and provide wastewater collection and water service to the users in the Town. Upon completion of the construction and acceptance by all parties, the City shall provide for all costs of repairing, operating and maintaining the Town's local sewerage and water systems. This maintenance shall pertain only to the main-line conveyance and transmission systems, including the water service lateral to a point including the shut-off valve and box (commonly called a curb-stop). The City shall not assume any responsibility for any water services beyond the curb-stop, nor for any part of the sewer service lateral. Any expansion of the sewerage or water systems or extensions within the Town's service area would be planned, designed and constructed by the City and paid for by the Town.

P. **PENALTIES**

Town agrees that in the event of violation of this agreement or the City's Municipal Ordinance, and after notice as provided in Section G.3., penalties may be assessed as allowed by the City's Municipal Code for each violation, with each day of continued violation considered as a separate "offense" for which an additional penalty assessment would be due. All such penalties shall be paid at the time the next monthly billing is due and payable.

Q. **BOOKS AND RECORDS**

The Town and the City shall keep accurate books, records, and accounts of costs, expenses, expenditures, and receipts as they pertain to this Agreement. Upon reasonable notice, either party shall be entitled to examine any and all such books and records. Either party may request an annual certified audit report of the books and records of the other party.

R. **EFFECTIVE DATE**

The effective date of this Agreement shall be the date upon which it is executed by the last of the parties to this Agreement.

S. **TERM OF CONTRACT; REMEDIES**

(1) This contract shall be renewed for three-year periods commencing on the 1st day of January, 2005 and on January lst of each three year increment thereafter, unless the contract is terminated by mutual agreement.

(2) In addition to the penalties provided herein, and in the event of violation of the terms of this Agreement or of any rule and regulation of the Wisconsin Department of Natural Resources or the United States Environment Protection Agency, or other authority having legal jurisdiction in these matters, either party may sue in any court of record for declaratory judgment or other relief as may be provided by law.

T. **EFFECT OF AGREEMENT**

The City and Town recognize that this Agreement is the product of a unique set of circumstances. Accordingly, it is mutually acknowledged that many of the provisions contained herein are unique unto themselves and should not be seen as precedent for any future agreement between the City and other entities.

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U. **SEVERABILITY**

If any clause, provision, or section of this Agreement be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions.

V. **BINDING AGREEMENT**

This Agreement is binding upon the parties hereto and their respective successors and assigns.

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CITY OF PORT WASHINGTON:

Scott Hulebarn

By: Mayor

ATTEST:

Mark Gramm

Clerk

TOWN OF PORT WASHINGTON:

Chairperson

ATTEST:

Clerk

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EXHIBIT "F"

BP Business Park District

A. Statement of Intent. This district is intended to provide for the development of an attractive and aesthetically mixed grouping of office and limited retail and retail services, and light industrial uses, in a highly landscaped setting free of outside storage or display, where the setting is highly visible to one or more main traffic arteries, and all of the uses seek or require such exposure and all are willing to adhere to a higher standard of architectural and grounds appearance to maximize the benefit of such visibility.

A. General Requirements.

1. Buildings shall not exceed 40,000 square feet of gross floor area; except that following a public hearing the Plan Commission may approve larger buildings based on their location within the Business Park and surrounding area.
2. Development shall be designed and sized in such a manner that is architecturally, aesthetically and operationally harmonious with surrounding development.
3. All business, servicing, processing or storage, except for off-street parking, shall be conducted within completely enclosed buildings.
4. All utilities shall be underground.
5. Vehicular circulation within Business Park development shall be oriented to internal circulation drives with limited access provided to city streets.
6. No external nuisance which is offensive by reason of odors, lighting, smoke, fumes, dust, vibrations, noise, pollution or which is hazardous by reason of excessive danger of fire or explosion shall be permitted.
7. Project elements, such as architecture, landscaping, lighting, signage, access, circulation, parking and utilities shall be designed and constructed in a coordinated manner. In approving or disapproving proposed locations for uses in this district, the Plan Commission shall give due consideration to the character of the use and its suitability in relationship to other nearby uses, and shall also base its decision on such evidence as may be presented to the Plan Commission regarding traffic generation, heavy vehicular traffic, soil limitations, emission of noise, smoke, dust or dirt, odorous or noxious gases attributed to the proposed use.
8. The Design Review Board or Plan Commission shall approve site development in accordance with Section 20.31.000 of the City of Port Washington Zoning Code.

B. General Restrictions.

1. No continuous or intermittent noise from operations greater than the volume and range of noise emanating from vehicular traffic or its equivalent in noise shall be detectable at the boundary line of any residential district.
2. No toxic matter, noxious matter, smoke or gas, and no odorous or particulate matter detectable beyond the lot lines shall be emitted.
3. No vibrations shall be detectable beyond the lot lines.

4. No glare or heat shall be detectable beyond the lot lines.

5. No merchandise shall be handled for sale or service rendered on the premises except that which is incidental or accessory to the principal permissible use of the premises.

C. Permitted Uses. The following uses are permitted in this district if the Plan Commission determines they are not detrimental to the surrounding area and are in compliance with the general restrictions stated above.

1. Professional offices and services including, but not limited to, accounting, architectural, chiropractic, dental, medical, engineering and legal services.

2. Business offices and services including, but not limited to, advertising agency, management consulting, manufacturing representatives, public relations, stenographic, travel agency, and duplicating services.

3. Financial, insurance and real estate offices and services including, but not limited to, financial institutions, security brokers, holding and investments, insurance agency, insurance carriers, electronic data processing and information technology.

4. Restaurants (excluding fast food and drive-thru restaurants), motels and hotels.

5. Retail and retail service shops located on the street level of office buildings, up to 5,000 square feet per building in the aggregate or 50% of the first floor area, whichever is less. No individual retail space shall be larger than 2,000 square feet.

6. Any similar use meeting all the requirements of this District.

E. Permitted Accessory Uses.

1. Garages for storage of vehicles used in conjunction with the operation of the business or for occupants of the premises.

2. Signage subject to Section 20.29.000 of the City of Port Washington Zoning Code.

3. Governmental and public services.

F. Prohibited Uses.

1. Automobile wrecking yards, junkyards, or similar uses.

2. Excavating, grading, trucking and similar construction yards.

3. Drop forges, foundries, grain elevators, refineries, tank farms, tanneries and similar uses.

4. Dairies, cheese factories, stockyards and rendering plants.

5. Fertilizer storage and packaging.

6. Landscape contractors or landscape services.

7. Uses involving the storage, utilization or manufacture of materials or products, which decompose by detonation.
8. Mini-warehouses.
9. New and used car and truck sales.
10. Drive-thru and fast food restaurants.
11. Waste disposal, dumping, incineration, hazardous waste storage and similar uses.
12. All types of residential uses.

C. Conditional Uses.

1. Light industrial uses involving the manufacture and fabrication of goods within the confines of a building, and in which any noise, vibration, heat, flash or odor produced in the manufacturing process is confined within the building.
2. Wholesale and distribution facilities (excluding mini-warehouses) for the storage of non-hazardous goods and materials, where such goods or materials are stored inside a building.
3. Research and development.
4. Printing and publication.
5. Warehousing.
6. Public and/or private utility, transmission and distribution lines, and other accessories, provided that when the utility proposes a main inter-city transmission facility, the utilities shall give notice to the Plan Commission of such intention and of the date of any hearing before the Public Service Commission, and, before actual construction, shall file with the Plan Commission a map description of the route of any transmission line.

H. Lot Size. The minimum lot size in the BP Business Park District is 40,000 square feet.

I. Building Floor To Lot Area Ratio. The floor to lot area ratio of the building(s) shall not exceed forty percent (40%) of the lot area.

J. Building Height. The maximum height of principal structures shall not exceed thirty-five feet (35ft) unless otherwise allowed as part of a planned development agreement and overlay zoning pursuant to Section 20.21.000 of the City of Port Washington Zoning Code. The maximum height of accessory structures shall not exceed thirty feet (30ft).

K. Minimum Building Setback. All structures within the BP Business Park District shall be set back forty feet (40ft) from the ultimate road right-of-way.

L. Minimum Building and Parking Offset. Building or structure offsets shall be a minimum of twenty-five feet (25ft) from a side or rear lot line, except where the property is adjacent to an existing or proposed residential development, in which case the minimum offset shall be one hundred feet (100ft.).

M. Buffer Area Landscaping. Thirty feet (30ft) of all offsets immediately adjacent to residential

zoning districts shall be landscaped in the following manner: 1.) With a minimum of 120 points for every 100 lineal feet of side or rear lot line. 2.) Decorative fencing may be incorporated into, but not replace, the landscape buffer. When decorative fencing is incorporated into the landscape buffer, the total number of required buffer area points may be reduced by 15 points for every 50 lineal feet of fencing. Said buffer area landscaping shall be in addition to that required under the landscape ordinance (Section 20.31.050 of the Zoning Code).

N. Lot Coverage and Open Space Ratio. A maximum of 70% of each lot shall contain buildings, structures and pavement. A minimum of 30% of each lot shall be open space.

O. Lot Width. The minimum lot width shall be 150 feet.

P. Off-street Parking. Shall be in accordance with applicable regulations set forth in Section 20.24.000 of the Zoning Code.

Q. Minimum Parking and Driveway Offset. No driveway shall be located closer than twenty feet (20ft) from a side or rear lot line unless specifically waived by the Plan Commission, except where property is adjacent to an existing or proposed residential property no parking space or access driveway shall be closer than one hundred feet (100ft).

R. Minimum Parking Setback. No driveway (excluding the portion of driveway required for road access) or parking area shall be located closer than twenty-five feet (25ft) to the ultimate road right-of-way.

S. Landscaping. All premises shall, within one year after the date of receiving occupancy permit, be planted with sod or seeded (except for parking areas) and landscaped throughout pursuant to Section 20.31.000 and Section 34.170M of the City of Port Washington Zoning Code.

T. Loading Docks. Loading docks shall generally not face a dedicated or reserved public street. Loading docks on property adjacent to a residential property shall not face the residential property.

U. Exterior Mechanical Equipment. All exterior equipment shall be located, screened and painted to minimize visibility from streets and adjacent sites.

V. Storage. Garbage and refuse containers shall be screened from view from streets and adjacent sites.

W. Minimum Design Standards. All office or industrial buildings constructed in the BP Business Park District shall be of tilt-up construction, split-face block or brick.

MAP "G"

LANDS SUBJECT TO COOPERATIVE PLANNING

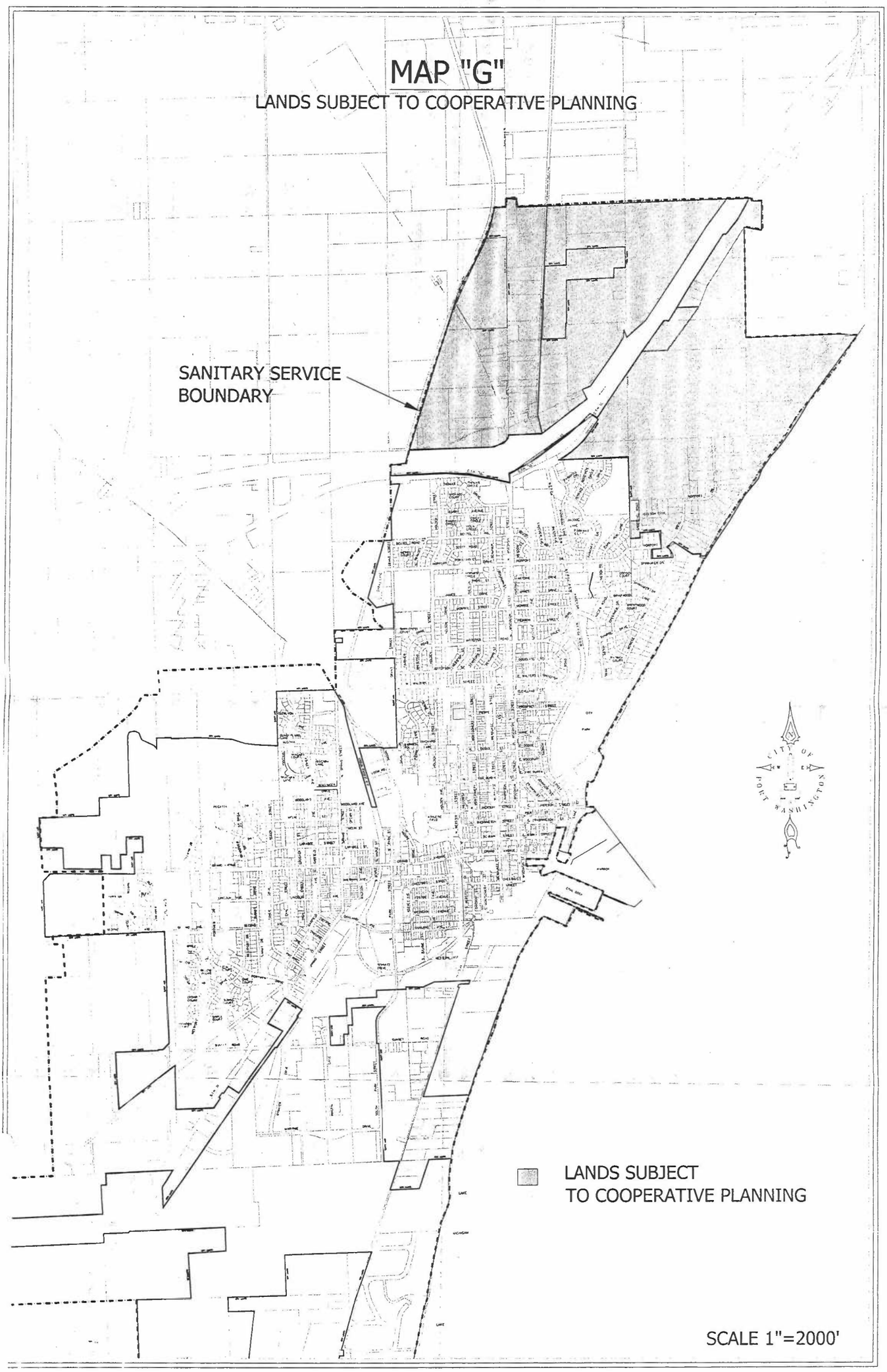

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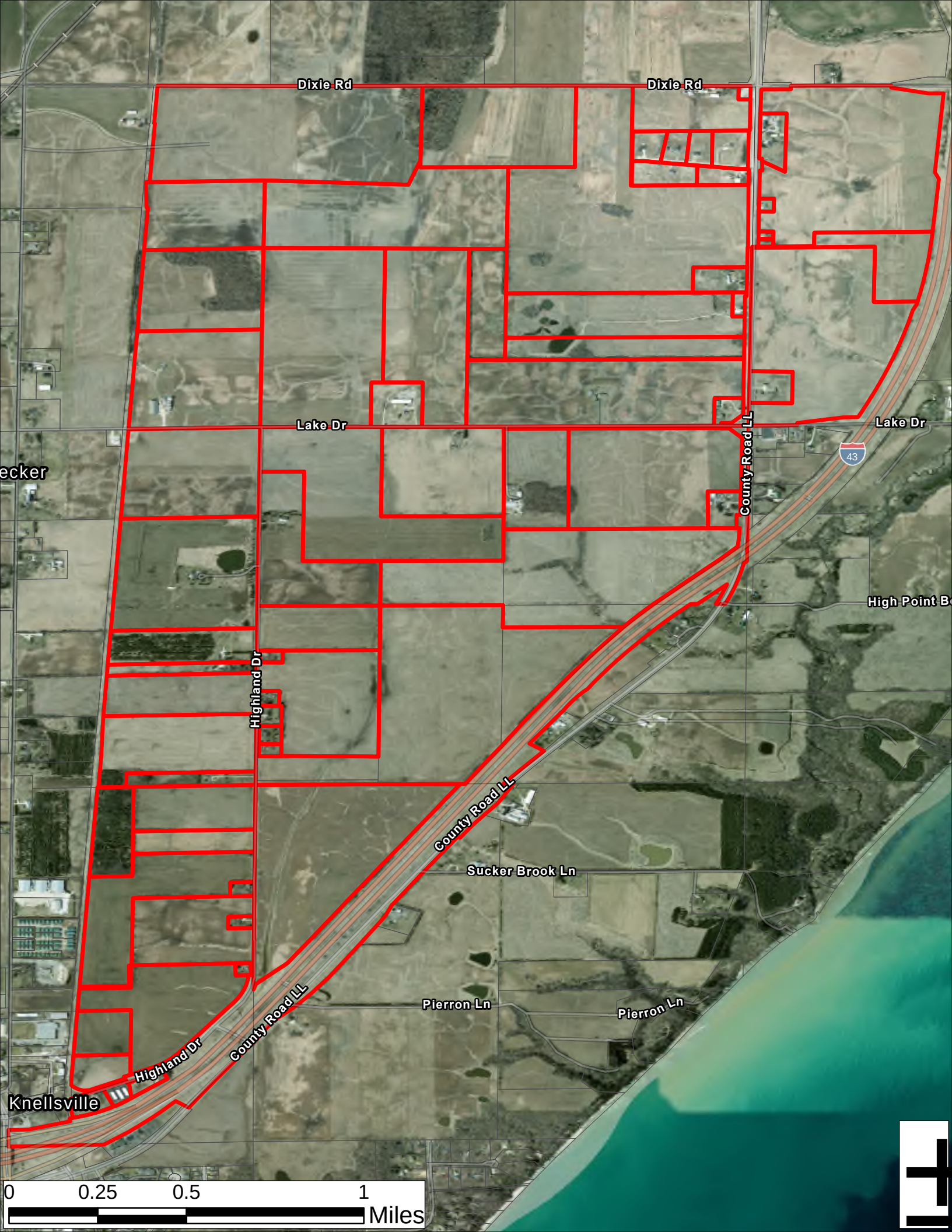
Exhibit A

EXHIBIT B

MAP OF PROJECT SITE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Sucker Brook Ln
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