

RESOLUTION NO. 2022-104

RESOLUTION BY THE EXECUTIVE COMMITTEE AUTHORIZING ENTRY INTO A DEVELOPMENT AGREEMENT WITH MICROSOFT CORPORATION AND AN IMPLEMENTATION AGREEMENT WITH THE VILLAGE OF MOUNT PLEASANT, SIO INTERNATIONAL WISCONSIN, INC., FEWI DEVELOPMENT CORPORATION, AND AFE, INC.

To the Honorable Members of the Racine County Board of Supervisors:

WHEREAS, the Village of Mount Pleasant, Wisconsin ("Village") created its Tax Incremental District No. 5 ("TID 5") pursuant to Section 66.1105, Wisconsin Statutes, as amended by 2017 Wisconsin Act 58; and

WHEREAS, Racine County and the Village have entered into a Development Agreement ("Foxconn Development Agreement") with SIO International Wisconsin, Inc., FEWI Development Corporation, and AFE, Inc. (collectively, "Foxconn") pursuant to which the Village, County, and Foxconn agreed to undertake certain investments and incur certain obligations in connection with a redevelopment project within TID 5; and

WHEREAS, the Village owns that approximately 315 acres of property located south of Braun Road between 90th Street and the Canadian Northern Rail track, in the Village of Mount Pleasant ("Property"), located within Area III of TID 5, which has been designated an Electronics and Information Technology Manufacturing Zone by the Wisconsin Economic Development Corporation; and

WHEREAS, the Village wishes to sell, and Microsoft Corporation wishes to buy the Property for the development of a data center campus and related improvements thereon the Property with an estimated total development cost of not less than One Billion Dollars (\$1,000,000,000) (collectively, the "Microsoft Project") on the terms and conditions of a Purchase and Sale Agreement, attached hereto Exhibit A, including a purchase price of Fifty Million Eighty Five Thousand Dollars (\$50,085,000.00); and

WHEREAS, the County and the Village acknowledge that the Microsoft Project as set forth within the Tax Incremental District No. 5 Development Agreement Between the Village of Mount Pleasant, Racine County, and Microsoft Corporation ("Microsoft Development Agreement"), attached hereto as Exhibit B, will generate a significant amount of tax dollars in the Village, as well as increase job opportunities and attract future development within the County; and

WHEREAS, the Microsoft Project is in furtherance of the goals and intentions of the Foxconn Development Agreement to implement a transformational and sustainable high-tech manufacturing and technology ecosystem within and around and/or benefitting the boundaries of TID 5, and the County, Village, and Foxconn therefore desire to enter into an Implementation Agreement ("Implementation Agreement"), attached hereto as Exhibit C, in order to enable Microsoft to acquire the Property and develop significant improvements and generate additional tax increment.

NOW, THEREFORE, BE IT RESOLVED: the Racine County Board of Supervisors hereby approves and authorizes entry into:

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1. Tax Incremental District No. 5 Development Agreement Between the Village of Mount Pleasant and Racine County and Microsoft Corporation, Exhibit B; and
2. Implementation Agreement to Enable a Third-Party Project in Area III Under Development Agreement Foxconn Project, Exhibit C.

**BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that any two of the County Executive, the County Clerk and/or the County Board Chairman are authorized to execute any contracts, agreements, amendments, or other documents, including, but not limited to the Tax Incremental District No. 5 Development Agreement Between the Village of Mount Pleasant and Racine County and Microsoft Corporation, Exhibit B, and Implementation Agreement to Enable a Third-Party Project in Area III Under Development Agreement Foxconn Project, Exhibit C, necessary to carry out the intent of this resolution, subject to any nonsubstantive changes deemed necessary and appropriate by the Corporation Counsel.

Respectfully submitted,

1st Reading \_\_\_\_\_

**EXECUTIVE COMMITTEE**

2nd Reading \_\_\_\_\_

\_\_\_\_\_  
Thomas E. Roanhouse, Chairman

**BOARD ACTION**

Adopted \_\_\_\_\_

For \_\_\_\_\_

Against \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Tom Kramer, Vice-Chairman

\_\_\_\_\_  
Robert N. Miller, Secretary

VOTE REQUIRED: Majority

\_\_\_\_\_  
Jason Eckman

Prepared by:  
Corporation Counsel

\_\_\_\_\_  
Robert D. Grove

\_\_\_\_\_  
Tom Hincz

\_\_\_\_\_  
Donald J. Trottier

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Melissa Kaprelian

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Scott Maier

\_\_\_\_\_  
Fabi Maldonado

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**The foregoing legislation adopted by the County Board of Supervisors of Racine County, Wisconsin, is hereby:**

**Approved: \_\_\_\_\_ Vetoed: \_\_\_\_\_**

**Date: \_\_\_\_\_,**

\_\_\_\_\_  
**Jonathan Delagrave,**  
**County Executive**

**IMPLEMENTATION AGREEMENT TO ENABLE A THIRD-PARTY PROJECT IN  
AREA III UNDER DEVELOPMENT AGREEMENT FOXCONN PROJECT**

This **IMPLEMENTATION AGREEMENT TO ENABLE A THIRD-PARTY PROJECT IN AREA III UNDER DEVELOPMENT AGREEMENT FOXCONN PROJECT** (“Agreement”) is made by and among the Village of Mount Pleasant, a Wisconsin municipal corporation (“Village”), Racine County, a Wisconsin municipal corporation (“County” and, together with the Village, the “Municipalities”), SIO International Wisconsin, Inc., a Wisconsin corporation, FEWI Development Corporation, a Wisconsin corporation, AFE, Inc., a Wisconsin corporation (collectively, the “Developer”) (collectively, the foregoing are the “Parties”) as of the Effective Date (as defined below herein).

**WITNESSETH:**

**WHEREAS**, the Parties entered into a Development Agreement (Foxconn Project) made as of December 1<sup>st</sup>, 2017 (the “Development Agreement”) to facilitate establishment of a long-term mutually beneficial relationship to implement a transformational and sustainable high-tech manufacturing and technology ecosystem within and around and/or benefiting the boundaries of the Village’s Tax Incremental District No. 5 (“TID”), which boundaries are identified in the TIF Plan as the TID Area, which include Area I, Area II, Area III and the North Area (for ease of reference, see **Exhibit A**); and

**WHEREAS**, a specific third party, the identity of which is known by the Parties but is intended to remain confidential at this time (the “3<sup>rd</sup> Party”), is interested in acquiring and developing all of the land lying south of Braun Road, north of C.T.H. KR, east of the Canadian Pacific Rail right-of-way and west of 90<sup>th</sup> Street in Area III, as depicted in **Exhibit B** attached hereto (the “Released Area”);

**WHEREAS**, the Parties agree that the 3<sup>rd</sup> Party’s business and development of the Released Area would further the goals and intentions of the Project in alignment with the original vision in the Development Agreement and, therefore, the Parties desire to enable the 3<sup>rd</sup> Party to acquire the Released Area to enable the 3<sup>rd</sup> Party to develop significant improvements on the Released Area in order to generate additional Tax Increment (the “3<sup>rd</sup> Party Project”);

**WHEREAS**, in order to enable the development of the 3<sup>rd</sup> Party Project, the Parties now desire to enter into this Agreement to identify and agree to the means and methods by which the Municipalities and the Developer will execute and effectuate the respective obligations of the Municipalities and Developer consistent with the Development Agreement and the development of the Project; and

**WHEREAS**, the Village on March \_\_, 2023 authorized its representatives to execute this Agreement on behalf of the Village, the County on March 28, 2023 authorized its representatives to execute this Agreement on behalf of the County, and the Developer, on or before the date of execution of this Agreement, authorized its representatives to execute this Agreement on behalf of Developer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**PARAGRAPH I – GENERAL PROVISIONS:**

1. **Contingency.** The Parties acknowledge and agree that this Agreement and all terms herein are expressly conditioned upon, and will become effective only in the event that all of the following (collectively, the following are referred to as the “Escrow Conditions”) occur on or before October 31, 2023 (the “Escrow Deadline”):

i) the executed deed to the 3<sup>rd</sup> Party of the Released Area has been deposited into Escrow (as defined in Subsection IV(5) of this Agreement) with the Escrow Agent (as defined in Subsection IV(5) of this Agreement) to be held and released in accordance with the Escrow Agreement (as defined in Subsection IV(5) of this Agreement);

ii) the Municipalities have delivered notice to the Developer that the 3<sup>rd</sup> Party has entered into acquisition and development agreements with the Municipalities committing to acquire the Released Area no later than October 31, 2023 for the purposes of the 3<sup>rd</sup> Party Project;

iii) funds equal to the purchase price due for the Released Area, (which is a gross purchase price of \$50,085,000.00 as agreed upon by Developer and the 3<sup>rd</sup> Party), have been deposited into Escrow; the 3<sup>rd</sup> Party is ready, willing and able, immediately upon closing of Escrow, to record said deed and take title to the Released Area; and the Escrow Agent has been authorized and directed to close Escrow in accordance with the Escrow Agreement, including but not limited to immediately recording said deed and releasing the sale proceeds, net of usual and customary closing costs as set forth in the Development Agreement, to Developer; and

iv) the Parties’ respective authorized representatives have each approved and signed this Agreement, including all Exhibits requiring signatures, and deposited their respective signed originals with the Escrow Agent to be held and released in accordance with the Escrow Agreement.

In the event that the Escrow Conditions are not met on or before the Escrow Deadline, this Agreement, and the exhibits attached hereto, shall become null and void.

2. **Capitalized Terms; Recitals.** Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Development Agreement. The Recitals set forth above are incorporated into this Agreement as if fully restated here.

3. **Municipal Debt and Municipal Debt Agreements.** The Municipalities represent that they have incurred debt to pay costs and fees for the TID as specifically permitted by the Development Agreement, including the Village’s Tax Increment Revenue Bonds (TID 5) dated October 4, 2018 (the “TID Bonds”), the Village’s Sewer System Revenue Bonds, Series 2021, dated June 9, 2021 (the “Sewer Bonds”), the County’s Taxable General Obligation Refunding

Bonds, Series 2019B, dated November 12, 2019 (the “County Bonds”), and that they will incur similar debt in the future to pay for costs and fees for the TID as specifically stated and expressly permitted under the Development Agreement and to refund such debt (“General TID Municipal Debt”). The parties agree that the Development Agreement only allows General TID Municipal Debt to be incurred for certain purposes and in certain amounts, if the payments for that debt have priority over payments due, or that may become due, to Developer under the Development Agreement and the Flow of Funds Chart from Developer Available Tax Increment and Area II/III Available Tax Increment; this permitted debt is the “Priority Municipal Debt”.

The Municipalities represent that, in order to sell the Priority Municipal Debt, they entered into certain agreements with bondholders and the State of Wisconsin (collectively, the “Municipal Debt Agreements”), pursuant to which the Municipalities agreed to (a) pledge Tax Increment in the TID to the payment of the Priority Municipal Debt and (b) promised not to amend certain aspects of the Development Agreement, such as Subsection V(6), until all of the Priority Municipal Debt was paid in full or defeased. The Municipalities represent and warrant that this Agreement is not prohibited by, and does not violate or breach, the Municipal Debt Agreements. The Municipalities represent that they did not enter into any pledges of the Tax Increment from Area I, Area II, and/or Area III that would alter the agreed priority of payments due to the Developer or payments of the Priority Municipal Debt as provided in the Development Agreement and in this Agreement. This Agreement is not intended to, and does not, alter the pledge of Tax Increment under the Municipal Debt Agreements.

The Parties intend for the Tax Increment generated on the Released Area to be allocated towards, *inter alia*, Priority Municipal Debt and, therefore, the Municipalities agree to allocate the Released Area Available Tax Increment from Land and the Released Area Available Tax Increment from Improvements (both as defined in this Agreement) in accordance with this Agreement. The Parties agree that this Agreement does not alter the Priorities currently set forth in the Flow of Funds Chart in the Development Agreement; rather, this Agreement clarifies and authorizes the distribution of the sale proceeds from the sale of the Released Area to the 3<sup>rd</sup> Party and the priority of the uses of the “Released Area Available Tax Increment” (as defined in the following paragraph). This Agreement does not expand the purposes for which Priority Municipal Debt can be incurred nor increase the amount of permissible Priority Municipal Debt. Developer expressly retains all accounting rights under the Development Agreement, and the right to confirm that the General TID Municipal Debt, the Priority Municipal Debt and TID expenditures meet and comply with the definitions and terms set forth in the Development Agreement and this Agreement, and that proper credits were provided to Developer. Developer and Municipalities agree to cooperate in refinancing the Priority Municipal Debt, provided that such aligns with the terms and intentions of the Development Agreement and this Agreement.

“Released Area Available Tax Increment” shall mean an amount equal to (i) the annual Tax Increment generated in the immediately preceding calendar year by the Released Area, and which is actually received by the Village prior to the Collection Date in any year, plus any Tax Increments from the Released Area from prior calendar years received by the Village prior to the Collection Date in that year, but after the Collection Date of the prior year; plus (ii) any payments similar in nature to the Makeup Payment that are received by the 3<sup>rd</sup> Party or from any other owner of the Released Area or a portion thereof.

4. **Net Sale Proceeds Reimburse Developer Advance and Special Assessments.** The Parties agree that the net sale proceeds (see Subsection I(1)(iii) of this Agreement) that are actually received by Developer from the 3<sup>rd</sup> Party's acquisition of the Released Area shall be considered and accounted for as partial reimbursement of the Developer Advance consistent with Subsection IV(15)(e) of the Development Agreement.

**PARAGRAPH II – OBLIGATIONS OF THE MUNICIPALITIES AS IMPLEMENTED  
WITH RESPECT TO THE 3<sup>RD</sup> PARTY PROJECT**

1. **Developer Acquisition Rights in Released Area.** Upon satisfaction of the Escrow Conditions, the Escrow Agent shall immediately close Escrow and, *inter alia*, record the Release attached hereto as **Exhibit C** in accordance with the Escrow Agreement, which irrevocably, absolutely and forever releases the Developer Acquisition Rights with respect to the Released Area. As stated, the Municipalities' right to record **Exhibit C** is expressly conditioned upon satisfaction of the Escrow Conditions, which includes the Developer receiving one hundred percent of the sale proceeds from the sale of the Released Area to the 3<sup>rd</sup> Party, net of usual and customary closing costs as identified on the Flow of Funds Chart, and subject to Subsection I(1) of this Agreement.

2. **Tax Increment From Released Area.** As more particularly set forth in the remainder of this Section, the Parties intend for the Released Area Available Tax Increment to be allocated to Priority Municipal Debt and to the payment of the following costs of the TID (collectively referred to as the "Cost of Village Services and Facilities"): (i) annual Village public safety (fire and police) operating and capital costs which were made eligible project costs under the TIF Law by Act 58; (ii) annual administrative expenses for the TID, both (i) and (ii) as further defined and limited in the Development Agreement; and (iii) annual public safety and public transit costs due from the Village to the City of Racine which were made eligible project costs under the TIF Law by Act 58, to the same extent as defined in the Development Agreement and in the exhibits incorporated therein. (For additional reference, the Cost of Village Services and Facilities is reflected in Flow of Funds Chart under the Second Priority and the Third Priority in the column labeled Developer Available Tax Increment (from Area 1 Only).)

The Released Area Available Tax Increment From Land and the Released Area Available Tax Increment From Improvements shall be, on a priority basis, applied as follows (see **Exhibit E** attached hereto and incorporated herein):

- (a) first, to twelve percent (12%) of the principal and interest installment payments due on Priority Municipal Debt (for purposes of this paragraph, Priority Municipal Debt shall not include any portion of the County Bonds used to fund Acquisition Costs for property in Area I, Area II or Area III that is being paid by Area I Special Assessments or Area II/III Special Assessments);
- (b) second, to twelve percent (12%) of the Cost of Village Services and Facilities;

(c) third, to twelve percent (12%) of an accumulation of an aggregate of three years of outstanding debt service payments for Priority Municipal Debt, which shall be maintained in the TID Account referred to in the Fifth Priority in column 1 of the Flow of Funds Chart (for purposes of this paragraph, Priority Municipal Debt shall not include any portion of the County Bonds used to fund Acquisition Costs for property in Area I, Area II or Area III that is being paid by Area I Special Assessments or Area II/III Special Assessments); then

(d) fourth, subject to the following paragraph of this Agreement, any remaining Released Area Available Tax Increment may be used in any manner consistent with TIF Law and the TIF Plan.

After the Priority Municipal Debt has been fully repaid or defeased, the Released Area Available Tax Increment From Land and the Release Area Available Tax Increment From Improvements shall be, on a priority basis, applied as follows:

(e) first, to twelve percent (12%) of the Cost of Village Services and Facilities; then

(f) second, the Released Area Available Tax Increment From Land and the Released Area Available Tax Increment From Improvements remaining after the payment of the amounts payable under Subsection II(2)(e) of this Agreement above shall be split as follows: (i) twelve percent (12%) of the remaining amount shall be paid to Developer to the extent necessary to reimburse Makeup Payments actually made by Developer and not otherwise reimbursed until Developer has been fully reimbursed for all Makeup Payments actually made; and (ii) the remaining eighty-eight percent (88%) may be used in any manner consistent with TIF Law and the TIF Plan.

The “Released Area Available Tax Increment From Land” shall mean that portion of the Released Area Available Tax Increment attributable to land, and the “Released Area Available Tax Increment From Improvements” shall mean that portion of the Released Area Available Tax Increment attributable to buildings and improvements accessory thereto for which any certificate of occupancy has been issued. While the Released Area Available Tax Increment From Land shall be immediately allocated in accordance with Section II(2) of this Agreement, the Parties acknowledge and agree that the Released Area Available Tax Increment From Improvements shall only be allocated in accordance with Section II(2) of this Agreement in the years following the year in which a certificate of occupancy (or a partial or temporary certificate of occupancy) has been issued with respect to any particular building and improvements accessory thereto.

The payments to be made to Developer under this Agreement shall be deemed Developer Incentive Payments under the Development Agreement and shall be subject to the same terms and conditions applicable to the Developer Incentive Payments as set forth in the Development Agreement, including, but not limited to, Subsection IV(12)(e) of the Development Agreement; provided, however, that the last sentence of Subsection IV(12)(e) shall not apply with respect to this Agreement.



For clarification, this Agreement shall not impact the Priorities set forth in the Flow of Funds Chart with respect to repayment of any and all other amounts due to Developer under the Development Agreement.

**PARAGRAPH III –DEVELOPER RIGHTS AND OBLIGATIONS AS IMPLEMENTED WITH RESPECT TO THE 3<sup>RD</sup> PARTY PROJECT**

1. **Release of Certain Developer Acquisition Rights.** Simultaneously with the execution of this Agreement, Developer shall sign and deliver the Release of Rights in Certain Land in Area III Defined as Released Area attached hereto as **Exhibit C** (the “Release”) to the Escrow Agent to be held in Escrow pursuant to the Escrow Agreement. After the Escrow Conditions have been met, the Escrow Agent shall be permitted to record the Release with the Racine County Register of Deeds fully, unconditionally, irrevocably, absolutely and forever releasing Developer’s Developer Acquisition Rights in and to the Released Area.

2. **Visual Barrier Agreement; 3<sup>rd</sup> Party Project Cooperation.**

a. Notwithstanding anything in the Development Agreement or in this Agreement to the contrary, a tree-line/hedgerow shall be constructed and maintained, at no cost to Developer, along the northern border of the Released Area (other than at access points) in order to screen the view of, and noises emanating from, the 3<sup>rd</sup> Party Project and any other buildings, structures, roadways, and/or parking areas located on the Released Area in accordance with the Visual Barrier Agreement attached hereto as **Exhibit D**.

b. Developer and the Municipalities hereby agree to reasonably cooperate in enabling the 3<sup>rd</sup> Party Project, including, but not necessarily limited to, entering into further agreements as needed, and upon reasonable and agreed upon terms, to enable utilities to serve the 3<sup>rd</sup> Party Project; provided, however, that in no event shall Developer incur any costs associated with such. Developer specifically consents to the granting of the electric transmission line easement described below (“Transmission Line Easement”) on the following conditions:

i) The grantee of the Transmission Line Easement shall pay \$56,550.00 per acre of land that is included in the Transmission Line Easement. (By way of example only, if the land encumbered by the Transmission Line Easement is 6.25 acres, the grantee shall pay \$56,550.00 times 6.25 acres or \$353,437.50.) Said amount shall be paid to and held by the Municipalities and shall be credited as a partial payment towards the next Area II/III Special Assessments that will become due and owing by Developer under the Development Agreement in 2024;

ii) The form and substance of the Transmission Line Easement shall be in substantial accordance with **Exhibit G-1** attached hereto; and

iii) The location of the Transmission Line Easement, and the equipment installed subject thereto, shall be located and constructed substantially as depicted on **Exhibit G-2**, which location shall be confirmed in an ALTA survey and provided to Developer prior to recording of the Transmission Line Easement.

#### PARAGRAPH IV - MISCELLANEOUS PROVISIONS

1. **Notices.** The notice parties and addresses for Developer under this Agreement and Subsection IX(6) of the Development Agreement shall be as set forth below:

To Developer: SIO International Wisconsin, Inc.  
Attn: Legal Department  
611 E. Wisconsin Ave.  
Milwaukee, WI 53202

FEWI Development Corporation  
Attn: Legal Department  
611 E. Wisconsin Ave.  
Milwaukee, WI 53202

AFE, Inc.  
Attn: Legal Department  
611 E. Wisconsin Ave.  
Milwaukee, WI 53202

Notices required hereunder to be made to the Developer Notice Officer shall be made to:

FEWI Development Corporation  
Attn: Robert Berry  
611 E. Wisconsin Ave.  
Milwaukee, WI 53202

2. **Authority.** The signatories to this Agreement represent that, on behalf of each of the parties hereto, they have full right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein, and that the consent of no other party is needed to make the terms of this Agreement fully effective. This Agreement and each instrument to be executed pursuant hereto or in connection herewith, will, when executed and delivered out of the Escrow, be valid and enforceable in accordance with its terms against each party signing.

3. **Execution in Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.

4. **Severability.** If any provision of this Agreement shall be held or declared to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

5. **Recording.** This Agreement, *inter alia*, is being signed and placed in an escrow (“Escrow”) pursuant to the escrow agreement attached hereto as **Exhibit F** (“Escrow Agreement”) and only to be executed and released from that Escrow when all of the Escrow Conditions are met. If the Escrow Conditions are not met on or before October 31, 2023, or such extended date as the parties hereto agree to in writing, then this Agreement and all Exhibits attached hereto, including but not limited to **Exhibit C** and **Exhibit D** attached hereto, shall have no force and effect and become null and void. However, if the Escrow Conditions are met by the date required herein, the date of meeting those conditions shall be the “Effective Date” of this Agreement, which the agent for the Escrow (“Escrow Agent”) shall insert here: \_\_\_\_\_. At the time of recording, the entire Release attached hereto as **Exhibit C** shall be recorded by the Village in the office of the Racine County Register of Deeds.

6. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7. **Announcements.** No Parties to this Agreement shall, without the prior written approval of the other Parties, which may not be unreasonably withheld, make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that such party shall be so obligated by law, in which case the other parties shall be advised and the Parties shall cause a mutually agreeable release or announcement to be issued. The Parties specifically acknowledge and agree that notices for and discussion at open meetings of the decision-making bodies of the Municipalities to approve this Agreement are required to comply with applicable open meetings laws; provided, however, that the Municipalities shall provide Developer with copies of any such notices in advance of any such meetings. The Parties further acknowledge that no party hereto is responsible for the form or content of press releases or other public announcements of the 3<sup>rd</sup> Party.

[Remainder of page intentionally left blank – signature pages follow]

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed and sealed by duly authorized representative of Developer, the Village of Mount Pleasant and Racine County this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**VILLAGE OF MOUNT PLEASANT:**

By: \_\_\_\_\_  
David DeGroot, Village President

Countersigned:

By: \_\_\_\_\_  
Stephanie Kohlhagen, Village Clerk/Treasurer

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Alan Marcuvitz, Attorney for the Village

**RACINE COUNTY:**

By: \_\_\_\_\_  
Jonathan Delagrave, County Executive

By: \_\_\_\_\_  
Thomas E. Roanhouse, County Board Chair

Countersigned:

By: \_\_\_\_\_  
Wendy M. Christensen, County Clerk

Certified to be correct as to form this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Michael J. Lanzdorf, Corporation Counsel

Reviewed by Finance Director:

By: \_\_\_\_\_  
Gwen Zimmer, Finance Director

**SIO INTERNATIONAL WISCONSIN, INC.:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Representative

**FEWI DEVELOPMENT CORPORATION:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Representative

**AFE, INC.:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Representative

**LIST OF EXHIBITS:**

EXHIBIT A - TID Area

EXHIBIT B - Released Area

EXHIBIT C - Release of Rights in Certain Land in Area III Defined as Released Area

EXHIBIT D - Visual Barrier Agreement

EXHIBIT E – Flow of funds from Released Area Available Tax Increment From Land and Released Area Available Tax Increment From Improvements

EXHIBIT F – Escrow Agreement

EXHIBIT G-1 – Form of Transmission Line Easement

EXHIBIT G-2 – Location of Transmission Line Easement and Equipment

Exhibit A

TID Area

Village of Mount Pleasant  
Proposed TID Boundary Map

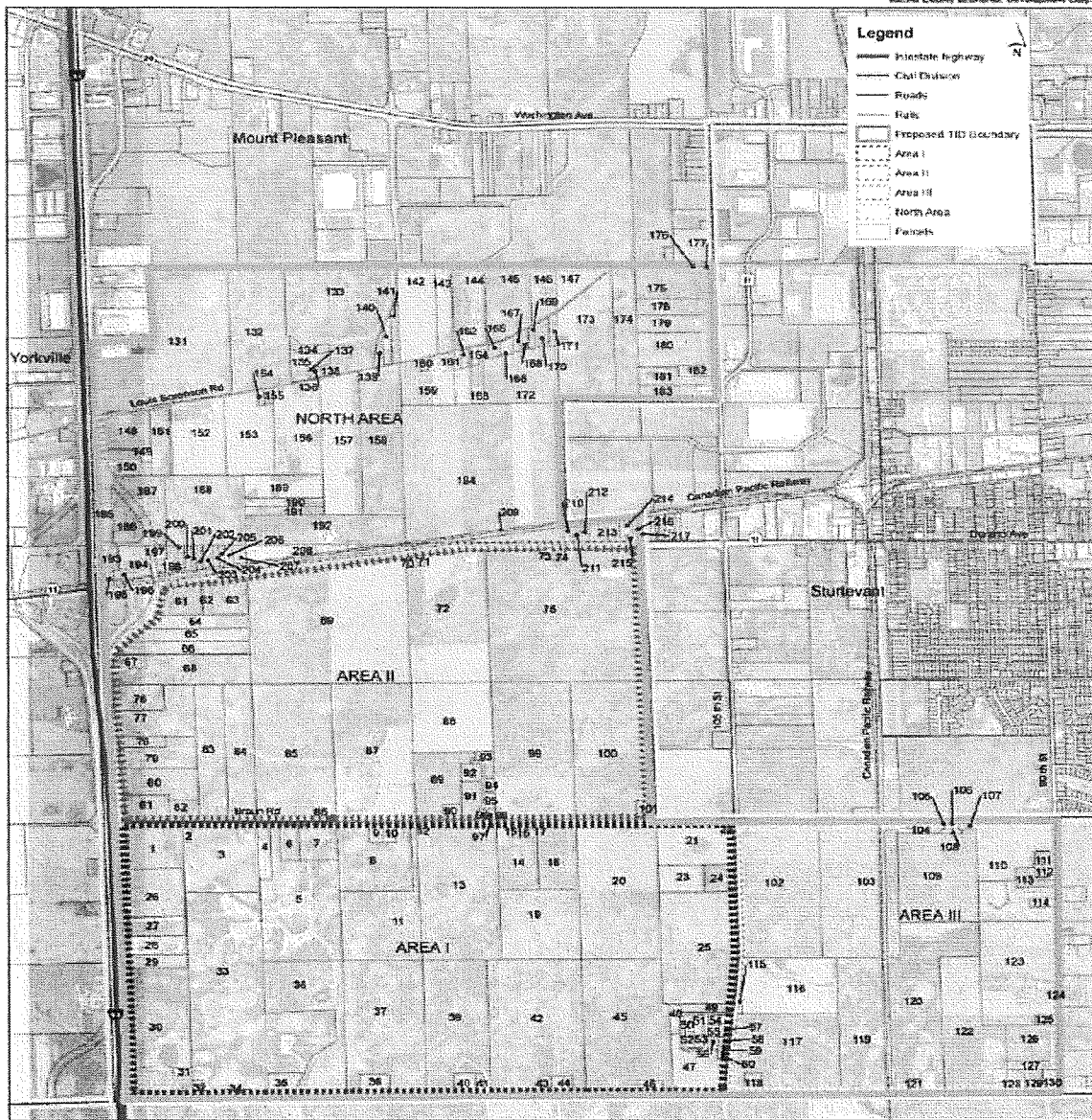




Exhibit B

Released Area

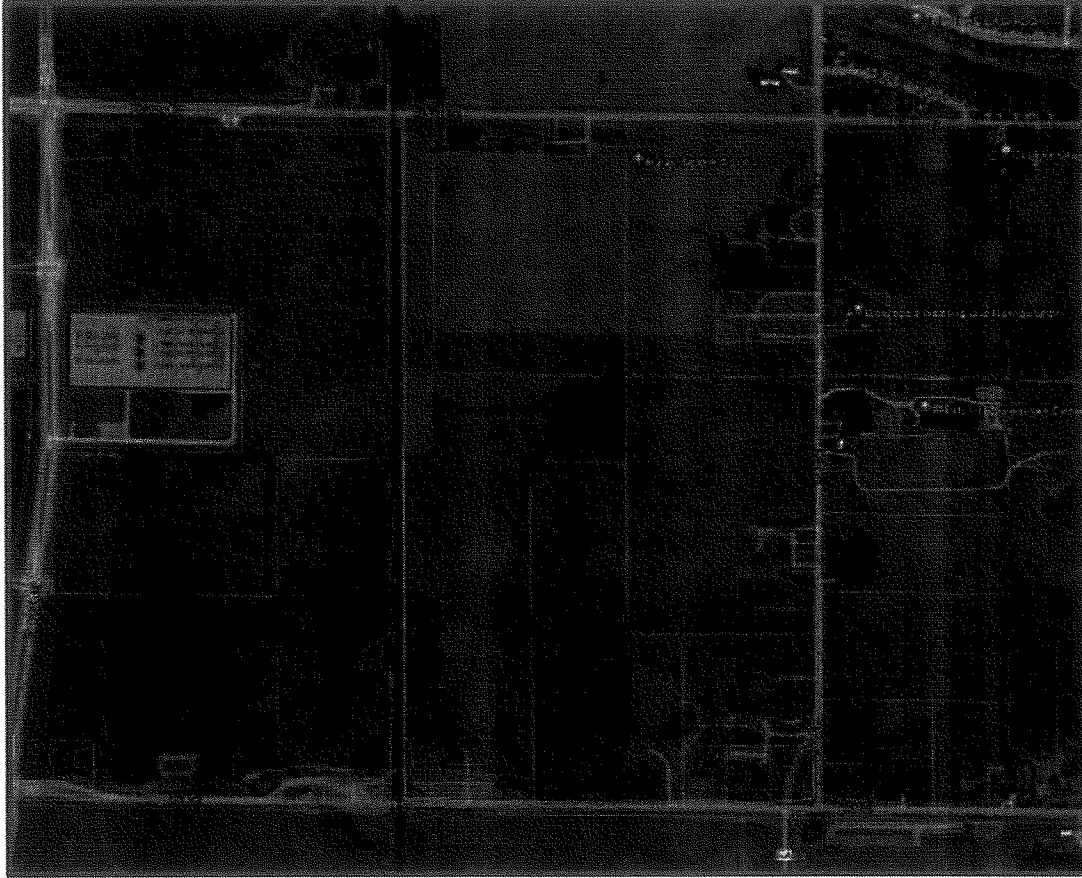


Exhibit C

Release of Rights in Certain Land in Area III Defined as Released Area

Exhibit D

Visual Barrier Agreement

Exhibit E

Flow of funds from  
Released Area Available Tax Increment From Land and  
Released Area Available Tax Increment From Improvements

	<b>Released Area Available Tax Increment From Land and Released Area Available Tax Increment From Improvements</b>
First Priority	<p>Twelve percent (12%) of principal and interest installment payments due on Priority Municipal Debt (for purposes of this paragraph, Priority Municipal Debt shall not include any portion of the County Bonds used to fund Acquisition Costs for property in Area I, Area II or Area III that is being paid by Area I Special Assessments or Area II/III Special Assessments)</p> <p>(for reference, see the First Priority and Second Priority in the column labeled Developer Available Tax Increment (from Area 1 Only) in the Flow of Funds Chart)</p>
Second Priority	<p>Twelve percent (12%) of the Cost of Village Services and Facilities</p> <p>(for reference, see the Second Priority and Third Priority in the column labeled Developer Available Tax Increment (from Area 1 Only) in the Flow of Funds Chart)</p>
Third Priority	<p>To twelve percent (12%) of an accumulation of an aggregate of three years of outstanding debt service payments for Priority Municipal Debt, which shall be maintained in the TID Account referred to in the Fifth Priority in column 1 of the Flow of Funds Chart (for purposes of this paragraph, Priority Municipal Debt shall not include any portion of the County Bonds used to fund Acquisition Costs for property in Area I, Area II or Area III that is being paid by Area I Special Assessments or Area II/III Special Assessments)</p> <p>(for reference, see the Fifth Priority in the column labeled Developer Available Tax Increment (from Area 1 Only) in the Flow of Funds Chart)</p>
<b>After full payment or defeasance of Priority Municipal Debt</b>	
First Priority	<p>Twelve percent (12%) to payments for the Cost of Village Services and Facilities</p> <p>(for reference, see the Second Priority and Third Priority in the column labeled Developer Available Tax Increment (from Area 1 Only) in the Flow of Funds Chart)</p>

Second Priority	Remaining amount split as follows: twelve percent (12%) of the remaining amount shall be paid to Developer to the extent necessary to reimburse Makeup Payments actually made by Developer and not otherwise reimbursed until Developer has been fully reimbursed for all Makeup Payments; and (ii) the remaining eighty-eight percent (88%) may be used in any manner consistent with TIF Law and the TIF Plan
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EXHIBIT F

Escrow Agreement

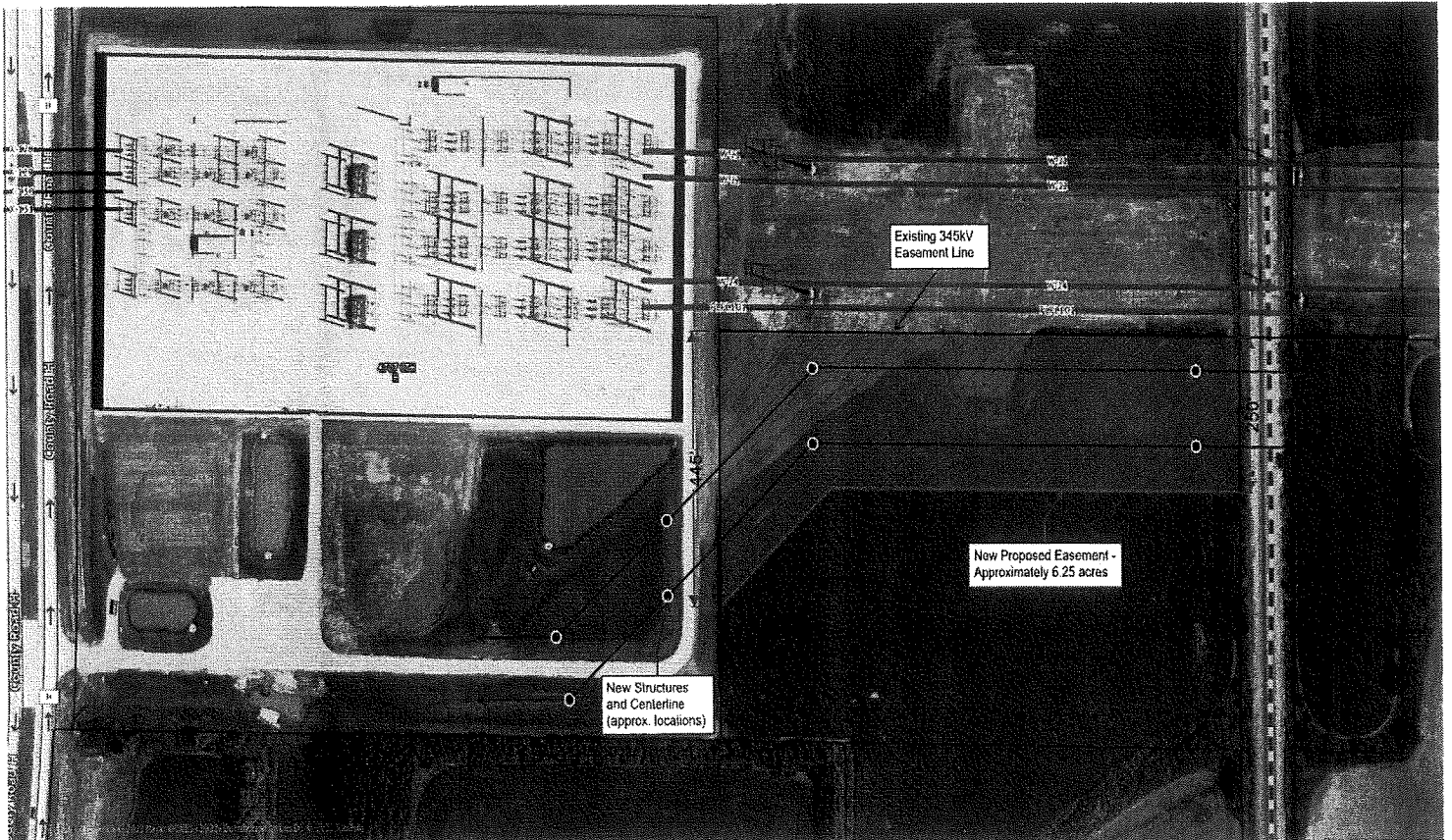
EXHIBIT G-1

Form of Transmission Line Easement

## EXHIBIT G-2

### Location of Transmission Line Easement and Equipment

The location of the Transmission Line Easement is depicted in the green, hatch marked area. The locations of the equipment, the lines and structures, within the Transmission Line Easement area are depicted by the blue lines and the blue dots with white borders, respectively.





# Tax Incremental District No. 5 Development Agreement Between the Village of Mount Pleasant and Racine County (“Municipalities”) and Microsoft Corporation (“Developer”)

THIS DEVELOPMENT AGREEMENT is entered into as of \_\_\_\_\_, 2023, by and between Microsoft Corporation, a Washington corporation (the “Developer”), and the Village of Mount Pleasant (the “Village”), a Wisconsin municipal corporation and Racine County, Wisconsin (the “County” and, together with the Village, “Municipalities”). Collectively, the Developer, Village and County are the Parties to the Agreement, and each is a Party.

## RECITALS

The Municipalities and Developer acknowledge the following:

- A. Developer has contracted to purchase certain real property from the Village legally described in EXHIBIT A: PROPERTY LEGAL DESCRIPTION attached hereto (the “Property”), pursuant to that certain Purchase and Sale Agreement of even-date herewith (the “Purchase Agreement”). The Property contains two (2) sections: the “North Parcel” and the “South Parcel” (as depicted on the attached EXHIBIT B). The “North Parcel” and the “South Parcel” are each sometimes referred to as a “Parcel” or collectively, “Parcels”. All Parties’ rights and obligations under this Agreement are contingent upon, and will become effective only in the event of, the closing of Developer’s purchase of the Property from Village. For the avoidance of doubt, if the Developer fails to acquire the Property from Village pursuant to the Purchase Agreement for any reason whatsoever, this Agreement shall be null and void and of no further force or effect.
- B. The Property is located within the boundaries of Tax Incremental District No. 5, Village of Mount Pleasant, Wisconsin (the “District”), which has been designated an Electronics and Information Technology Manufacturing Zone by the Wisconsin Economic Development Corporation. Pursuant to WIS. STAT. § 66.1105, the Village adopted a Project Plan for development within the District on November 20, 2017.
- C. Developer plans to construct a data center campus on the Property in stages (the “Project”) with an estimated total Development Cost of not less than one billion dollars (\$1,000,000,000). Village acknowledges that development of the Project is consistent with the Project Plan.
- D. The Municipalities acknowledge that the Municipalities are encouraging business park development within the District, and that the Project will generate a significant amount of tax dollars in the Village, as well as increasing job opportunities and attracting future development within the County.

- E. The Municipalities find that the development of the Project and the fulfillment of the terms and conditions of this Agreement are in the vital and best interests of the Municipalities and their residents and will serve a public purpose in accordance with state and local law.
- F. The Village, pursuant to Village Board action dated \_\_\_\_\_, 2023, has approved this Agreement, and authorized its execution by Village officials, on the Village's behalf.
- G. The County, pursuant to County Board action dated \_\_\_\_\_, 2023, has approved this Agreement, and authorized its execution by County officials, on the County'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 and covenant 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. "*Agreement*" means this Development Agreement, as the same may hereafter be, from time to time modified, amended, or supplemented in accordance with its terms;
- B. "*Building*" means any completed building or any building under construction in the Project and improvements accessory to such buildings.
- C. "*Developer*" means Microsoft Corporation, a Washington corporation.
- D. "*Development Costs*" means the cumulative total development expenditures by Developer in acquiring, developing and equipping the Project, which will include all soft and hard costs, permitting and license fees, cost to obtain approvals, all third party consultant fees, and the costs of all personal property installed in the Project.
- E. "*District*" means Tax Incremental District No. 5, Village of Mount Pleasant, Wisconsin;
- F. "*Fees*" means all customary and ordinary fees due to the Village for the Project under applicable Village ordinances; including but not limited to permit fees, REC fees, inspection fees, and impact fees;
- G. "*Incremental Project Revenues*" means the real property tax revenues collected by the Village in any year during the Term of this Agreement and generated by Buildings in the Project. Incremental Project Revenue will not include tax revenues generated by the Project Base Value, tax revenues generated by the land value of the Property and personal property tax revenues;
- H. "*Municipalities*" means the Village of Mount Pleasant and Racine County;
- I. "*Phase I Commencement Date*" shall be by July 1, 2026 (as may be extended pursuant to this Agreement);
- J. "*Phase II Commencement Date*" shall be by July 1, 2033 (as may be extended pursuant to this Agreement);
- K. "*Plans and Specifications*" means the site plan, building and improvements plan, landscaping plan and other materials that the Developer shall submit to the Village for

approval, which Developer may modify from time to time during the development of the Project;

- L. “*Project*” means the construction of a data center campus on the Property with an estimated Development Cost of not less than one billion dollars (\$1,000,000,000), as generally and preliminarily described in the initial conceptual site plan attached hereto as **EXHIBIT B: SITE PLAN**;
- M. “*Project Base Value*” means the equalized value of the Property on the date on which the Village created the District and is three million, five hundred thirty-seven thousand, three hundred dollars (\$3,537,300);
- N. “*Project Plan*” means the project plan for development within the District adopted by the Village on November 20, 2017;
- O. “*Property*” means that certain real property legally described in **EXHIBIT A: PROPERTY LEGAL DESCRIPTION** attached hereto;
- P. “*Tax Increment Revenue*” means all tax increment revenues generated from Value Increment (as defined by the Tax Increment Law) collected by the Village from the District;
- Q. “*Tax Increment Law*” means WIS. STAT. SEC. 66.1105;
- R. “*Term*” means the term of this Agreement, which shall continue from the date Developer acquires the Property from the Village pursuant to the Purchase Agreement 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; and
- S. “*Vertical Construction of Improvements*” shall mean with respect to any particular building in the Project, the commencement of installation of footings and foundation for such building.

#### **ARTICLE I: REPRESENTATIONS AND WARRANTIES**

- A. Representations and Warranties of the Municipalities. The Municipalities make the following representations and warranties:
  - 1. The Village 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. Racine County is a general purpose unit of government and an administrative arm of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder;
  - 3. To the Municipalities’ 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 Municipalities 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 each Municipality to timely and fully perform its obligations under this Agreement.

4. The execution, delivery, and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Municipalities. The Municipalities do not require any other or further acts or proceedings. This Agreement constitutes the legal, valid and binding agreement and obligations of the Municipalities, enforceable against it in accordance with its respective 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.

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

1. Developer is a Washington corporation 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 from Village pursuant to the Purchase Agreement. Nothing contained in this Agreement shall limit Developer's right to terminate the Purchase Agreement in accordance with the express terms and conditions thereof. This Agreement constitutes the legal, valid and binding agreement and obligations of the Developer, enforceable against it in accordance with its respective 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 construct the Project in accordance with all applicable Village zoning and building codes, ordinances, and regulations then in effect. Developer represents to the Village that at the current time, the Project is anticipated to contain multiple buildings and that total Development Costs expended on the Project shall be not less than one billion dollars (\$1,000,000,000).
1. Subject to Force Majeure, Developer shall (a) obtain a building permit and commence Vertical Construction of Improvements on at least one (1) Building in the Project on the South Parcel by not later than the Phase I Commencement Date, and (b) thereafter construct the Project in accordance with the then current Village zoning and building codes, and the Plans and Specifications. The Village Community Development Department shall retain copies of the Village-approved Plans and Specifications.
  2. Subject to Force Majeure, in the event that Developer fails to commence Vertical Construction of Improvements on at least one (1) Building in the Project by the Phase I Commencement Date, then, until Vertical Construction of Improvements is commenced, the Municipalities shall have an option to repurchase all, but not less than all, of the Property (a "Repurchase Option") from the Developer on the terms set forth below (the "Repurchase Terms"). Notwithstanding the foregoing, the Developer and the Municipalities shall act reasonably and cooperatively to adjust the Phase I Commencement Date.
  3. Subject to Force Majeure, Developer shall (a) obtain a building permit and commence Vertical Construction of Improvements on at least one (1) building in the Project on the vacant Parcel by not later than the Phase II Commencement Date, and (b) thereafter construct the Project in accordance with the then-current Village zoning and building codes, the and Plans and Specifications. The Village Community Development Department shall retain copies of the Village-approved Plans and Specifications.
  4. Subject to Force Majeure, in the event that Developer fails to commence Vertical Construction of Improvements on at least one (1) building in the Project on the vacant Parcel by the Phase II Commencement Date, then, until Vertical Construction of Improvements is commenced, the Municipalities shall have the right to exercise the Repurchase Option on all, but not less than all, of the vacant Parcel in accordance with the Repurchase Terms. Notwithstanding the foregoing, the Developer and the Municipalities shall act reasonably and cooperatively to adjust the Phase II Commencement Date.
  5. In order to exercise a Repurchase Option, the Municipalities shall provide written notice of exercise (a "Repurchase Notice") to Developer, designating a date of closing the Repurchase Option which shall be not less than one year subsequent to the date of the notice; provided, however, that Developer shall have the right to nullify the effect of a Repurchase Notice by delivering

reasonable evidence to the Municipalities that Developer has commenced Vertical Construction of Improvements (as required above) whereupon the Municipalities shall promptly rescind the Repurchase Notice in writing. If the Municipalities have properly exercised the Repurchase Option and Developer has not commenced Vertical Construction of Improvements on the identified portion of the Property by the closing date named in the Repurchase Notice, the Parties shall proceed to closing of the Repurchase Option and conveyance to the Village in accordance with the Repurchase Terms.

6. Notwithstanding the foregoing, the Municipalities shall not exercise any Repurchase Option with respect to any either, or both, Parcels of the Property on which Developer has commenced Vertical Construction of Improvements.
  7. For purposes of the Repurchase Option, the Repurchase Terms shall be as follows: (a) The repurchase price shall be the per-acre purchase price paid for the Property under the Purchase Agreement, multiplied by the area of the property to be repurchased; (b) All closing costs (including any transfer fee, title insurance costs and escrow fees) shall be paid by Developer; (c) Developer shall convey that portion of the Property being repurchased by special warranty deed and in as-is, where-is condition, without any representations or warranties of any kind, and without recourse to Developer.
- B. The Developer shall pay all Fees then-due as a condition to the Village's issuance of each building permit and to provide for inspections for the Project.
- C. In addition, 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 Village to review and approve the Project, including, but not limited to, fees of Ehlers and the Village's attorneys and third-party engineers providing inspections; provided, however, that such reimbursement obligation shall not exceed seven hundred fifty thousand dollars (\$750,000) in the aggregate, without an agreement with Developer. The Village acknowledges that Developer has processes and procedures for the payment of such expenditures, and that the Village will work in good faith with the Developer to accommodate such procedures.

### **ARTICLE III: THE MUNICIPALITIES' ACTIVITIES AND OBLIGATIONS**

- A. Each Municipality shall cooperate with Developer throughout the development and construction 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 Village and County ordinances.
- B. Subject to Article III(C), below, the Village shall make annual payments to Developer, or its designee, solely from Incremental Project Revenues from Buildings. Such payments shall be forty-two percent (42%) of the Incremental Project Revenues from

Buildings paid by Developer and collected and received by the Village for the previous tax year (the "Annual Incentive Payment"), which payment shall not exceed a maximum annual amount of five million dollars (\$5,000,000), inclusive of interest (the "Maximum Annual Payment"). Each Annual Incentive Payment shall be made within thirty (30) days of payment in full of (1) all real estate taxes then due and payable with respect to the Property, (2) any special assessments levied against the Property under Wis. Stat. §66.0701-0733 then due and payable, and (3) any special charges levied against the Property under Wis. Stat. §66.0627 then due and payable. In no event shall such payments continue after the termination or expiration of this Agreement or the District. The Annual Incentive Payments and interest are expressly conditioned on Developer not being in an uncured monetary default under this Agreement or not being tax delinquent.

The Parties acknowledge that the foregoing Annual Incentive Payments are based on the Developer's investment of at least one billion dollars (\$1,000,000,000) of Development Costs. However, the Municipalities hereby agrees that, in the event Developer proposes an amount of additional Development Costs of one billion dollars (\$1,000,000,000), the Municipalities will work in good faith with Developer to consider an appropriate amendment to this Agreement to provide for additional incentive payments from additional Incremental Project Revenues, paid by Developer and collected and received by the Village prior to the termination or expiration of this Agreement or the District.

- C. The Municipalities represent that all Tax Increment Revenue has been pledged as collateral for the Village's Tax Increment Revenue Bonds (TID 5), Series 2018A (the "TIF Bonds") and also as collateral for bonds issued for debt service on the Village's Sewer System Revenue Bonds, Series 2021 (the "Sewer Bonds"), as the same may be refunded or refinanced, and that the Municipalities have committed to additional borrowing estimated in the third column of the attached Schedule G ("Estimated Additional Borrowing") (the TIF Bonds, Sewer Bonds and Estimated Additional Borrowing are collectively referred to herein as "Other Municipal Obligations"). Accordingly, Village's obligations under Article III(B), above, are contingent on annual receipt by the Village of Tax Increment Revenue (either by way of real estate tax payments, tax shortfall payments, payments in lieu of taxes under applicable contracts including make-up payments, or similar payments or other revenue sources) in excess of amounts required to be paid on the Other Municipal Obligations (which amounts shall in no event be more than as set forth in the schedule attached hereto as Schedule G (unless otherwise agreed by Developer) but which may subsequently be refunded, refinanced or re-issued so long as such scheduled amounts are not increased without Developer's prior written consent). Village shall provide Developer with a written notice (a "TIF Performance Notice") not later than January 31 of each year during the Term indicating whether the Tax Increment Revenue for the previous calendar year was sufficient to pay the amounts due on the Other Municipal Obligations in the previous year. In the event that such Tax Increment Revenue was sufficient to pay the amounts due on the Other Municipal Obligations for the previous calendar year, then the Village shall pay Developer the Annual Incentive Payment for the previous

year, as set forth in Article III(B) above, not to exceed the Maximum Annual Payment. In the event that the Tax Increment Revenue for the previous year was not sufficient to pay the amounts due on the Other Municipal Obligations for the previous calendar year, then Village's obligation to pay the Annual Incentive Payment to Developer for such year shall be deferred, and shall roll over to the next future year, or years, in which the Tax Increment Revenue exceeds the amounts due on the Other Municipal Obligations. Prior to the expiration of the Term of the Agreement, the Municipalities will pay Developer any Annual Incentive Payments that have been deferred or rolled-over as a result of any Tax Increment Revenue shortfalls ("Roll-Over Payments"). The final Annual Incentive Payment (which shall include any unpaid Roll-Over Payments from prior years and shall include interest calculated at the rate of five and one-half percent (5.5%) per annum) will be made the year after such expiration or closure (but only to the extent that Incremental Project Revenues are available), and no additional amounts shall be paid to Developer thereafter. The Village agrees it will not, without Developer's prior written consent, increase any obligations related to the Other Municipal Obligations listed in Schedule G during the Term of this Agreement, or modify the terms of the Other Municipal Obligations in a way that will reduce the availability of Incremental Project Revenues to be paid to Developer as set forth in this Agreement, except for obligations that may be undertaken by Village to complete the required installation of sanitary sewer system improvements, water system improvements and/or transportation improvements for the District, or for certain reimbursements due to the Wisconsin Department of Transportation, referenced as the Estimated Additional Borrowing on Schedule G.

#### **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 Municipalities 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 Municipalities, 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 Municipalities' 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 Village: Village of Mount Pleasant  
8811 Campus Drive  
Mount Pleasant, WI 53406  
Attention: Stephanie Kohlhagen, Clerk/Treasurer  
Email: [skohlhagen@mtpleasantwi.gov](mailto:skohlhagen@mtpleasantwi.gov)

With Copy to: Racine County  
730 Wisconsin Avenue  
Racine, WI 53403  
Attn: Michael Lanzdorf, Corporation Counsel  
Email: [Michael.Lanzdorf@racinecounty.com](mailto:Michael.Lanzdorf@racinecounty.com)

If to the Developer: One Microsoft Way  
Redmond, WA 98052-6399  
Attn: Corporate, External & Legal Affairs  
Email: [MCIOCELA@microsoft.com](mailto:MCIOCELA@microsoft.com)

Notwithstanding anything to the contrary contained herein, if a Repurchase Notice or any notice of default is sent by electronic mail, then a "hard copy" of such Repurchase Notice or any notice of default shall be concurrently sent via overnight mail and such Repurchase Notice or notice of default, as applicable, shall not be deemed received until actual receipt of the "hard copy" thereof. Any notice will be deemed given on the date of refusal to accept delivery, or when delivery is first attempted but cannot be made due to a change of address for which no notice was given. Counsel for any Party shall have the right to deliver notices on its behalf.

#### **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 Municipalities (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.
- B. Either the Village or the County, as applicable 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 Municipalities commenced the cure of the default).
- C. Except as set forth in Subsection D below, upon the occurrence of a default under Article I B or Article II B or C for Developer or a default by the Village or the County, 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 Municipalities' rights shall include, but not be limited to temporary suspension of any 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 payments have been held back, such suspended payments held back shall promptly be paid in full and all future payments shall resume and continue so that, subject to available Incremental Project Revenues, the cumulative amount before expiration of the Term is equal to that amount due under Article III(B) of this Agreement.

Notwithstanding the foregoing, the Municipalities shall not terminate this Agreement or pursue, exercise or claim any rights or remedies arising out of a default by Developer hereunder, except injunctive relief or specific performance for defaults under Article I B or Article II B or C for Developer or the temporary suspension of payments unless Developer, its mortgage lender or their designees have not commenced commercially reasonable efforts to cure any such default within sixty (60) days after receipt of written notice to Developer and its mortgage lender that if such efforts to cure such default are not so commenced, then the Municipalities intend to pursue their other rights and remedies hereunder, including, without limitation, the right to terminate this Agreement.

- D. Notwithstanding anything herein to the contrary, the Municipalities' sole and exclusive remedy for Developer's failure to commence or complete the Project shall be the Repurchase Option set forth in Article II(A) above. In any such case, Developer shall continue to receive Annual Incentive Payments on Buildings in that portion of the Project on which Vertical Construction of Improvements has been completed.
- E. 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. This Subsection E shall not apply in the event the Municipalities exercise their remedy under Article VII, Subsection D, above.
- F. 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% replacement cost of all buildings, improvements, fixtures, equipment and other real and personal property constituting the Project ; and
  - 2. During the construction of the Project, builder's risk insurance in amounts equal to the total Project construction cost; 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 Municipalities 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 Municipalities harmless from and against all loss, liability, damage and expense, including reasonable attorneys' fees, suffered or incurred by the Municipalities 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 Village, the County or their 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 Village with respect to obligations of the Village under this Agreement, or delays in the Village 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 Municipalities; 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, from compliance with all applicable laws, rules, regulations and ordinances 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 Municipalities' consent, which may be granted or withheld

in the Municipalities' sole discretion. Notwithstanding the foregoing, the Developer may, without Municipalities' prior consent and effective upon written notice to the Municipalities, (a) collaterally assign this Agreement to the Developer's lender for the Project, or (b) assign this Agreement to an entity controlling or controlled by or under common control with Developer. In the event that any lender forecloses on its collateral and succeeds to develop of the Property, the Municipalities shall fulfill their obligations hereunder provided that such lender, or the party purchasing the Property at a foreclosure sale, assumes in writing all of the obligations of the Developer hereunder.

G. [DELETED].

H. 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.

I. "Confidential Information" means all nonpublic information relating to the Developer or its affiliates, or disclosed by the Developer, or its affiliates, to the Municipalities, their 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 Developer's technology, customers, employees, contractors, business plans, promotional and marketing activities, finances and other business affairs, and (ii) all third-party information that the Developer 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 Municipalities may use Confidential Information only in accordance with this Agreement and as required by applicable law. The Municipalities 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 Municipalities 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 Municipalities shall cooperate with any reasonable and lawful efforts made by the Developer in furtherance thereof. The Municipalities 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.

J. A Memorandum of Agreement, specifically referencing the Repurchase Option and otherwise in a form reasonably acceptable to the Parties, shall be recorded in the office of the Register of Deeds of Racine County, Wisconsin, immediately following the recording of the deed and 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. Promptly upon the expiration of the Repurchase Option, the Municipalities shall

- execute, deliver and record a termination of this Memorandum of Agreement in a form and with content acceptable to the Parties.
- K. 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.
- L. 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.
- M. This Agreement may be executed in three or more 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 Adobe Sign), and (b) any facsimile or .pdf signature.
- N. 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.
- O. 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.
- P. No Personal Liability of Officers or Directors; No Consequential Damages.
1. Municipalities. Developer acknowledges that this Agreement is entered into by the Municipalities as legal entities and Developer agrees that no individual officer, member, shareholder, employee or representative of the Municipalities shall have any personal liability under this Agreement.
  2. Developer. Municipalities acknowledge that this Agreement is entered into by Developer as a legal entity and Municipalities agree 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.

- Q. 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.
- R. If this Agreement is executed first by Developer, then Developer and Municipalities acknowledge and agree that such executed Agreement shall not bind Developer unless and until this Agreement has been executed and delivered by the Municipalities and the Purchase Agreement is executed and delivered by the Village. In such event, unless the Municipalities execute and deliver this Agreement to Developer on or before 5:00 p.m. Pacific Time, on that day which is ten (10) business day(s) after the date at which this Agreement is finally approved by the Municipalities, then Developer shall have the right to revoke its signature at any time prior to Developer's receipt of such signed counterpart(s) by delivering written notice of such election (which notice may be delivered by email notice alone).

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

[signature pages to follow]

**DEVELOPER: Microsoft Corporation, a Washington corporation.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF WASHINGTON    )  
  )ss.  
COUNTY OF KING        )

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 Microsoft Corporation, a Washington corporation, to be the free and voluntary act  
of such Party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Typed/Printed Name \_\_\_\_\_  
NOTARY PUBLIC, State of Washington  
My Commission Expires \_\_\_\_\_



VILLAGE OF MOUNT PLEASANT, WISCONSIN

By: \_\_\_\_\_

David DeGroot, Village President

Date: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_

Stephanie Kohlhagen, Village Clerk

Date: \_\_\_\_\_

STATE OF WISCONSIN    )  
  ) ss  
\_\_\_\_\_ COUNTY        )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above named David DeGroot and Stephanie Kohlhagen, the Village President and Village Clerk, respectively, of the Village of Mount Pleasant, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the Village and by its authority.

By: \_\_\_\_\_

Notary Public State of Wisconsin

My commission expires: \_\_\_\_\_

Approved as to Form this \_\_\_ day of \_\_\_\_\_, 2023:

\_\_\_\_\_  
Christopher R. Smith, Village Attorney

**RACINE COUNTY, WISCONSIN**

By: \_\_\_\_\_  
Jonathan Delagrave, County Executive

By: \_\_\_\_\_  
Thomas E. Roanhouse, County Board Chair

Date: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
Wendy M. Christiansen, County Clerk

Date: \_\_\_\_\_

STATE OF WISCONSIN    )  
                                  ) ss  
\_\_\_\_\_ COUNTY        )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above named Jonathan Delagrave and Wendy Christiansen, the County Executive and County Clerk, respectively, of the Racine County, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of Racine County and by its authority.

By: \_\_\_\_\_

Notary Public State of Wisconsin

My commission expires: \_\_\_\_\_

## EXHIBIT A

### Legal Description of Property

The following real property in the Village of Mount Pleasant, County of Racine, State of Wisconsin described as follows (subject to confirmation by Buyer and the Village):

**PARCEL 1:**

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, BOUNDED AS FOLLOWS: BEGIN AT THE NORTH 1/4 CORNER OF SAID SECTION; RUN THENCE SOUTH ALONG 1/4 SECTION LINE 292.58 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID SECTION 744.4 FEET; THENCE NORTH PARALLEL TO 1/4 SECTION LINE 292.58 FEET TO THE NORTH LINE OF SAID SECTION LINE; THENCE WEST ON SECTION LINE 744.4 FEET TO THE POINT OF BEGINNING. SAID LAND BEING IN THE VILLAGE OF MT. PLEASANT, COUNTY OF RACINE, STATE OF WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO. 151-03-22-33-007-000

ADDRESS: 9725 BRAUN ROAD, MOUNT PLEASANT, RACINE WI 53177

**PARCEL 2:**

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, BOUNDED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 33; RUN THENCE EAST ON THE NORTH LINE OF SAID SECTION 744.4 FEET TO A NAIL IN THE CENTER OF BRAUN ROAD AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE EAST 100.00 FEET TO A NAIL IN THE CENTER OF BRAUN ROAD; THENCE SOUTH 0° 47' EAST 205.00 FEET TO AN IRON PIPE; THENCE WEST 100.00 FEET TO AN IRON PIPE; THENCE NORTH 0° 47' WEST 205.00 FEET TO THE POINT OF BEGINNING. SAID LAND BEING IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO.: 151-03-22-33-008-000

ADDRESS: LAND ALONG BRAUN ROAD, MOUNT PLEASANT, RACINE WI 53177

**PARCEL 3:**

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, VILLAGE OF MT. PLEASANT, RACINE COUNTY, WISCONSIN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A STANDARD RACINE COUNTY MONUMENT MARKING THE NORTH 1/4 CORNER OF SECTION 33, RUN THENCE NORTH 89° 27' 21" EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION, 838.76 FEET TO A PK NAIL IN THE CENTER OF BRAUN ROAD AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE NORTH 89° 27' 21" EAST ALONG SAID NORTH LINE 233.00 FEET TO A PK NAIL; THENCE SOUTH 1° 15' 06" EAST, 204.87 FEET TO A FOUND IRON PIPE; THENCE SOUTH 89° 31' 54" WEST 233.00 FEET TO A FOUND IRON PIPE; THENCE NORTH 1° 15' 06" WEST 204.50 FEET TO THE POINT OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-009-000

ADDRESS: 9437 BRAUN ROAD, MOUNT PLEASANT, RACINE WI 53177

PARCEL 4:

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 33; RUN THENCE EAST ON THE NORTH LINE SAID SECTION 744.40 FEET; THENCE SOUTH 0° 47' EAST 205.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE EAST 333.00 FEET; THENCE SOUTH 0° 47' EAST 100.00 FEET; THENCE WEST 333.00 FEET; THENCE NORTH 0° 47' WEST, 100.00 FEET TO THE POINT OF BEGINNING. SAID LAND BEING IN THE VILLAGE OF MT. PLEASANT, RACINE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-010-000

ADDRESS: 9505 BRAUN ROAD, MOUNT PLEASANT, RACINE WI 53177

PARCEL 5:

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, BOUNDED AS FOLLOWS: BEGIN AT A P.K. NAIL ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 33, LOCATED SOUTH 89° 27' 21" WEST 1318.13 FEET FROM A RACINE COUNTY MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION; RUN THENCE SOUTH 01° 15' 06" EAST ON SAID EAST LINE 30 FEET TO A 1-5/8" DIAMETER IRON PIPE STAKE; CONTINUE THENCE SOUTH 01° 15' 06" EAST ON SAID EAST LINE 195.87 FEET TO A 1" DIAMETER IRON PIPE STAKE; THENCE SOUTH 89° 27' 21" WEST 246.10 FEET TO A 1" DIAMETER IRON PIPE STAKE; THENCE NORTH 01° 15' 06" WEST 195.87 FEET TO A 1" DIAMETER IRON PIPE STAKE; CONTINUE THENCE NORTH 01° 15' 06" WEST 30 FEET TO A P.K. NAIL IN THE NORTH LINE OF SAID SECTION 33; THENCE NORTH 89° 27' 21" EAST 246.36 FEET TO THE POINT OF BEGINNING. SAID LAND BEING IN THE VILLAGE OF MOUNT PLEASANT, COUNTY OF RACINE, STATE OF WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-010-001

ADDRESS: 9407 BRAUN ROAD, MOUNT PLEASANT, RACINE WI 53177

PARCEL 6:

PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 3 NORTH, RANGE 22 EAST OF THE 4TH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH 1° 20' 21" EAST 640.00 FEET ALONG THE EAST LINE OF SAID SECTION; THENCE SOUTH 88° 39' 39" WEST 360.00 FEET; THENCE SOUTH 1° 40' 24" WEST 190.26 FEET; THENCE SOUTH 5° 47' 09" WEST 120.93 FEET; THENCE SOUTH 88° 39' 39" WEST 310.00 FEET; THENCE SOUTH 1° 20' 21" EAST 380.00 FEET; THENCE NORTH 88° 39' 39" EAST 695.00 FEET TO THE EAST LINE OF SAID SECTION; THENCE SOUTH 1° 20' 21" EAST 652.71 FEET ALONG SAID EAST LINE; THENCE SOUTH 89° 14' 59" WEST 1323.41 FEET; THENCE NORTH 1° 11' 07" WEST 1987.41 FEET TO THE NORTH LINE OF SAID SECTION; THENCE NORTH 89° 27' 21" EAST 1318.13 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. SAID LAND BEING IN THE VILLAGE OF MT. PLEASANT, COUNTY OF RACINE AND STATE OF WISCONSIN.

EXCEPTING THEREFROM THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH,

RANGE 22 EAST, IN THE VILLAGE OF MT. PLEASANT, RACINE COUNTY, WISCONSIN DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33; RUN THENCE SOUTH 00° 07' 30" WEST 1330.00 FEET ALONG THE EAST LINE OF SAID SECTION 33 TO THE POINT OF BEGINNING OF THIS DESCRIPTION; RUN THENCE NORTH 89° 52' 30" WEST 695.00 FEET; THENCE SOUTH 00° 07' 30" WEST 379.99 FEET PARALLEL WITH THE EAST LINE OF SAID SECTION 33; THENCE SOUTH 89° 52' 30" EAST 215.00 FEET TO THE SOUTHWEST CORNER OF CERTIFIED SURVEY MAP (CSM) NO. 3000, A RECORDED MAP; THENCE NORTH 00° 07' 30" EAST 180.00 FEET ALONG THE WEST LINE OF SAID CSM TO THE NORTHWEST CORNER OF SAID CSM; THENCE SOUTH 89° 52' 30" EAST 480.00 FEET ALONG THE NORTH LINE OF SAID CSM TO THE EAST LINE OF SAID SECTION 33; THENCE NORTH 00° 07' 30" EAST 199.99 FEET ALONG THE EAST LINE OF SAID SECTION 33 TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM CERTIFIED SURVEY MAP NO. 3000 RECORDED SEPTEMBER 28, 2010 AS DOCUMENT NO. 2262840.

FOR INFORMATIONAL PURPOSES ONLY:  
TAX PARCEL NO: 151-03-22-33-001-001  
ADDRESS: 90TH STREET, MOUNT PLEASANT, RACINE WI 53403

PARCEL 7:

CERTIFIED SURVEY MAP NO. 1423 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RACINE COUNTY, WISCONSIN ON JUNE 27, 1989 IN VOLUME 4 OF CERTIFIED SURVEY MAPS, PAGE 414 AS DOCUMENT NO. 1286139, SAID CERTIFIED SURVEY MAP BEING PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 33, TOWN 3 NORTH, RANGE 22 EAST OF THE 4TH PRINCIPAL MERIDIAN, IN THE VILLAGE OF MOUNT PLEASANT, COUNTY OF RACINE, STATE OF WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:  
TAX PARCEL NO: 151-03-22-33-001-010  
ADDRESS: 4330 90TH STREET, MOUNT PLEASANT, RACINE, WI 53403

PARCEL 8:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH 1° 20' 21" EAST ALONG THE EAST LINE OF SAID SECTION 920.00 FEET, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 1° 20' 21" EAST ALONG SAID EAST LINE 220.00 FEET; THENCE SOUTH 88° 39' 39" WEST 365.00 FEET; THENCE NORTH 1° 20' 21" WEST 190.00 FEET; THENCE SOUTH 88° 39' 39" WEST 20.00 FEET; THENCE NORTH 5° 47' 09" EAST 120.93 FEET; THENCE NORTH 88° 39' 39" EAST 20.00 FEET; THENCE SOUTH 5° 27' 18" WEST 65.51 FEET; THENCE SOUTH 87° 21' 02" EAST 358.62 FEET TO THE POINT OF BEGINNING. SAID LAND BEING IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:  
TAX PARCEL NO: 151-03-22-33-003-000  
ADDRESS: 4408 90TH STREET, MOUNT PLEASANT, RACINE WI 53403

PARCEL 9:

PART OF THE NORTHEAST 1/4 OF SECTION 33, IN TOWNSHIP 3 NORTH, RANGE 22 EAST, LYING AND BEING IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN, AND BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING ON THE EAST LINE OF SAID 1/4 SECTION AT A POINT 1140.0 FEET SOUTH FROM THE NORTHEAST CORNER THEREOF; THENCE CONTINUE SOUTH ALONG AND UPON THE EAST LINE OF SAID 1/4 SECTION 40.00 FEET, THENCE WEST AT RIGHT ANGLES TO THE EAST LINE OF SAID 1/4 SECTION 300.00 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 40.0 FEET; THENCE EAST AT RIGHT ANGLES TO THE EAST LINE OF SAID 1/4 SECTION, 300.00 FEET AND TO THE POINT OF BEGINNING.

ALSO: PART OF THE NORTH 60 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, IN TOWNSHIP 3 NORTH, RANGE 22 EAST IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: BEGIN AT A POINT ON THE EAST LINE OF SAID SECTION 33 THAT IS LOCATED DUE SOUTH 1180.00 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 33; RUN THENCE DUE SOUTH 150.00 FEET ALONG THE EAST LINE OF SAID SECTION 33; THENCE DUE WEST 300.00 FEET; THENCE DUE NORTH 150.00 FEET PARALLEL TO THE EAST LINE OF SAID SECTION 33; THENCE DUE EAST 300.00 FEET TO THE EAST LINE OF SAID SECTION 33 AND TO THE POINT OF BEGINNING OF THIS DESCRIPTION. EXCEPTING THEREFROM THE EAST 33.00 FEET FOR PUBLIC HIGHWAY USE.

ALSO: PART OF THE NORTHEAST 1/4 OF SECTION 33, IN TOWNSHIP 3 NORTH, RANGE 22 EAST, LYING AND BEING IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN, AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING ON THE EAST LINE OF SAID 1/4 SECTION, 1140 FEET SOUTH 1° 20' 21" EAST FROM THE NORTHEAST CORNER THEREOF; THENCE SOUTH 88° 39' 39" WEST, 300 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 1° 20' 21" EAST, 190 FEET; THENCE SOUTH 88° 39' 39" WEST, 65 FEET; THENCE NORTH 1° 20' 21" WEST, 190 FEET; THENCE NORTH 89° 39' 39" EAST, 65 FEET TO THE POINT OF BEGINNING.

ALSO: PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH 1° 20' 21" EAST ALONG THE EAST LINE OF SAID SECTION 1330.00 FEET; THENCE SOUTH 88° 39' 39" WEST, 365.00 FEET, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88° 39' 39" WEST, 330.00 FEET, THENCE NORTH 1° 20' 21" WEST 380.00 FEET; THENCE NORTH 88° 39' 39" EAST 330.00 FEET; THENCE SOUTH 1° 20' 21" EAST 380.00 FEET TO THE POINT OF BEGINNING, SAID LAND LYING AND BEING IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-002-000

ADDRESS: 4424 90TH STREET, MOUNT PLEASANT, RACINE WI 53403

PARCEL 10:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33; RUN THENCE SOUTH 00° 07' 30" WEST 1330.00 FEET ALONG THE EAST LINE OF SAID SECTION 33 TO THE POINT OF BEGINNING OF THIS

DESCRIPTION; RUN THENCE NORTH 89° 52' 30" WEST 695.00 FEET; THENCE SOUTH 00° 07' 30" WEST 379.99 FEET PARALLEL WITH THE EAST LINE OF SAID SECTION 33; THENCE SOUTH 89° 52' 30" EAST 215.00 FEET TO THE SOUTHWEST CORNER OF CERTIFIED SURVEY MAP (CSM) NO. 3000, A RECORDED MAP; THENCE NORTH 00° 07' 30" EAST 180.00 FEET ALONG THE WEST LINE OF SAID CSM TO THE NORTHWEST CORNER OF SAID CSM; THENCE SOUTH 89° 52' 30" EAST 480.00 FEET ALONG THE NORTH LINE OF SAID CSM TO THE EAST LINE OF SAID SECTION 33; THENCE NORTH 00° 07' 30" EAST 199.99 FEET ALONG THE EAST LINE OF SAID SECTION 33 TO THE POINT OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-001-000

ADDRESS: 4436 90TH STREET, MOUNT PLEASANT, RACINE WI 53403

PARCEL 11:

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3000 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RACINE COUNTY, WISCONSIN ON SEPTEMBER 28, 2010 IN VOLUME 9 OF CERTIFIED SURVEY MAPS, PAGE 711 AS DOCUMENT NO. 2262840, SAID CERTIFIED SURVEY MAP BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MOUNT PLEASANT, COUNTY OF RACINE, STATE OF WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-001-020

ADDRESS: 4444 90TH STREET, MOUNT PLEASANT, RACINE WI 53403

PARCEL 12:

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE AS DESCRIBED IN VOLUME 560, PAGE 349 AS DOCUMENT NO. 616944: THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, DESCRIBED AS FOLLOWS:

BEGIN AT A POINT 675 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 SECTION 33; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 33 FOR A DISTANCE OF 165 FEET; RUN THENCE WEST A DISTANCE OF 165 FEET; RUN THENCE NORTH A DISTANCE OF 165 FEET; RUN THENCE EAST TO THE EAST LINE OF SECTION 33 AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

ALSO EXCEPTING THEREFROM LAND CONVEYED IN VOLUME 1544, PAGE 359 AS DOCUMENT NO. 1066608. SAID LAND BEING IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-004-000

ADDRESS: 4930 90TH STREET, MOUNT PLEASANT, RACINE WI 53403

PARCEL 13:

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, DESCRIBED AS FOLLOWS: BEGIN AT A POINT 675 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 33 FOR A DISTANCE OF 165 FEET; RUN THENCE WEST A DISTANCE OF 165 FEET; RUN THENCE NORTH A DISTANCE OF 165 FEET; RUN THENCE EAST TO THE EAST LINE OF SECTION 33 AND THE POINT OF BEGINNING OF THIS DESCRIPTION. SAID LAND BEING IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:  
TAX PARCEL NO: 151-03-22-33-005-000  
ADDRESS: 4912 90TH STREET, MOUNT PLEASANT, RACINE WI 53403

PARCEL 14:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, LYING IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN AND DESCRIBED MORE COMPLETELY AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 33 AND RUN NORTH 01° 20' 21" WEST ALONG THE EAST LINE OF SAID SECTION 33 1321.77 FEET TO THE PLACE OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND, THENCE RUNS 89° 16' 00" WEST 435.62 FEET, THENCE NORTH 01° 20' WEST 200.00 FEET, THENCE NORTH 89° 16' 00" EAST 435.62 FEET TO THE EAST LINE OF SAID SECTION 33, THENCE RUN SOUTH 01° 20' 21" WEST ALONG THE EAST LINE OF SAID SECTION 33 A DISTANCE OF 200 FEET TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THE EASTERLY 33.00 FEET FOR THE PURPOSE OF A PUBLIC ROAD.

FOR INFORMATIONAL PURPOSES ONLY:  
TAX PARCEL NO: 151-03-22-33-005-001  
ADDRESS: 4930 90TH STREET, MOUNT PLEASANT, RACINE WI 53403

PARCEL 15:

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, BOUNDED AS FOLLOWS: BEGIN AT A POINT ON THE EAST LINE OF AFORESAID SECTION 33, THAT IS 618.38 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH ALONG SAID EAST LINE 256.65 FEET; THENCE WEST 930.0 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 33, 256.65 FEET; THENCE EAST 930 FEET TO BEGINNING. AND ALSO THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, BOUNDED AS FOLLOWS: BEGIN AT A POINT ON THE EAST LINE OF AFORESAID SECTION 33 THAT IS 875.03 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH ALONG SAID EAST LINE 444.26 FEET; THENCE WEST 930 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 33, 444.26 FEET; THENCE EAST 930 FEET TO THE POINT OF BEGINNING. SAID LAND BEING IN THE VILLAGE OF MOUNT PLEASANT, COUNTY OF RACINE AND STATE OF WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:  
TAX PARCEL NO: 151-03-22-33-020-000  
ADDRESS: 5138 90TH STREET, MOUNT PLEASANT, RACINE WI 53403

PARCEL 16:



THAT PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, BOUNDED AS FOLLOWS: BEING AT A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4 OF SOUTHEAST 1/4 THAT IS 468.38 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; RUN THENCE NORTH ALONG SAID EAST LINE 150.00 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST 1/4, 930 FEET; THENCE SOUTH 150.00 FEET; THENCE EAST 930 FEET TO THE PLACE OF BEGINNING. SAID LAND BEING IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-021-000

ADDRESS: 5230 90TH STREET, MOUNT PLEASANT, RACINE WI 53403

PARCEL 17:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, BOUNDED AS FOLLOWS: BEGIN AT A POINT ON THE SOUTH LINE OF SAID SECTION LOCATED 330.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION; RUN THENCE WEST 310.00 FEET ON THE SOUTH LINE OF SAID SECTION; THENCE NORTH 0° 38' 36" WEST 468.38 FEET PARALLEL WITH THE EAST LINE OF SAID SECTION; THENCE EAST 310.00 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 0° 38' 36" EAST 468.38 FEET PARALLEL WITH THE EAST LINE OF SAID SECTION TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE SOUTH 33 FEET IN WIDTH FOR HIGHWAY PURPOSES. SAID LAND BEING IN THE VILLAGE OF MOUNT PLEASANT, COUNTY OF RACINE, STATE OF WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-022-000

ADDRESS: 9108 COUNTY LINE ROAD, MOUNT PLEASANT, RACINE WI 53177

PARCEL 18:

THAT PART OF THE EAST 930 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, BOUNDED AS FOLLOWS: BEING AT A POINT ON THE SOUTH LINE OF SAID SECTION, LOCATED 640.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION, RUN THENCE WEST 290.00 FEET ON THE SOUTH LINE OF SAID SECTION, THENCE NORTH 0° 38' 36" WEST 468.38 FEET PARALLEL WITH THE EAST LINE OF SAID SECTION; THENCE EAST 290.00 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 0° 38' 36" EAST 468.38 FEET PARALLEL WITH THE EAST LINE OF SAID SECTION TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE SOUTH 33.00 FEET IN WIDTH THEREOF FOR HIGHWAY PURPOSES. SAID LAND BEING IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-024-000

ADDRESS: 9144 COUNTY LINE ROAD, MOUNT PLEASANT, RACINE WI 53177

PARCEL 19:

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, EXCEPT THE EAST 930 FEET THEREOF; AND THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST.

SAID LAND BEING IN THE VILLAGE OF MOUNT PLEASANT, COUNTY OF RACINE AND STATE OF WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:  
TAX PARCEL NO: 151-03-22-33-019-000  
ADDRESS: 9300 COUNTY LINE ROAD, MOUNT PLEASANT, RACINE WI 53177

PARCEL 20:

THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST. THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST. ALL THAT PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, LYING EAST OF AN EASTERLY LINE OF RIGHT OF WAY OF CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY.

EXCEPTING LAND PREVIOUSLY CONVEYED IN VOLUME 1390, PAGE 17 AS DOCUMENT NO. 1005487 AND DESCRIBED AS FOLLOWS: A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, RACINE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 33; THENCE NORTH 89° 21' 10" EAST 64.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89° 21' 10" EAST ALONG THE SOUTH LINE OF SECTION 33, 209.95 FEET; THENCE NORTH 0° 47' 50" WEST 306.13 FEET; THENCE SOUTH 88° 59' 10" WEST 205.18 FEET; THENCE SOUTH 0° 05' 50" WEST, TO THE PLACE OF BEGINNING. SAID LAND BEING IN THE VILLAGE OF MOUNT PLEASANT, COUNTY OF RACINE AND STATE OF WISCONSIN.

ALSO EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED IN QUIT CLAIM DEED RECORDED JANUARY 15, 2020 AS DOCUMENT NO. 2541195.

FOR INFORMATIONAL PURPOSES ONLY:  
TAX PARCEL NO: 151-03-22-33-011-000  
ADDRESS: LAND ALONG COUNTY LINE ROAD, MOUNT PLEASANT, RACINE WI 53177

PARCEL 21:

THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, OF RANGE 22 EAST, EXCEPTING THEREFROM THAT PART CONVEYED TO THE RAILROAD BY DEED RECORDED IN VOLUME 57, PAGE 284 OF DEEDS, AS DOCUMENT NO. 57284 IN THE OFFICE OF THE REGISTER OF DEEDS FOR RACINE COUNTY, WISCONSIN, AND EXCEPTING THEREFROM LAND IN USE AND CONVEYED FOR PUBLIC HIGHWAYS.

ALSO EXCEPTING CERTIFIED SURVEY MAP NO. 3293 RECORDED MAY 16, 2018 IN VOLUME 10, PAGE 872 AS DOCUMENT NO. 2493789.

FOR INFORMATIONAL PURPOSES ONLY:  
TAX PARCEL NO: 151-03-22-33-013-000  
ADDRESS: LAND ALONG BRAUN ROAD, MOUNT PLEASANT, RACINE WI 53177

PARCEL 22:

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 3 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A RACINE COUNTY MONUMENT MARKING THE NORTH 1/4 CORNER OF SAID SECTION 33, RUN THENCE SOUTH 1° 01' 56" EAST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 291.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE SOUTH 1° 01' 56" EAST ALONG SAID WEST LINE 1701.12 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID 1/4 SECTION; THENCE NORTH 89° 14' 59" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID 1/4 SECTION 1323.41 FEET TO THE SOUTHEAST CORNER OF SAID NORTH 1/2; THENCE NORTH 1° 11' 08" WEST 1987.41 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 89° 27' 21" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 246.36 FEET; THENCE SOUTH 1° 15' 06" EAST 304.87 FEET; THENCE SOUTH 89° 31' 54" WEST 333.00 FEET; THENCE NORTH 1° 15' 06" WEST 12.42 FEET; THENCE SOUTH 89° 31' 54" WEST 739.64 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM LANDS CONVEYED IN WARRANTY DEED RECORDED ON APRIL 16, 1979 IN VOLUME 1500, PAGE 290 AS DOCUMENT NO. 1049778. SAID LAND BEING IN THE VILLAGE OF MOUNT PLEASANT, COUNTY OF RACINE, AND STATE OF WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

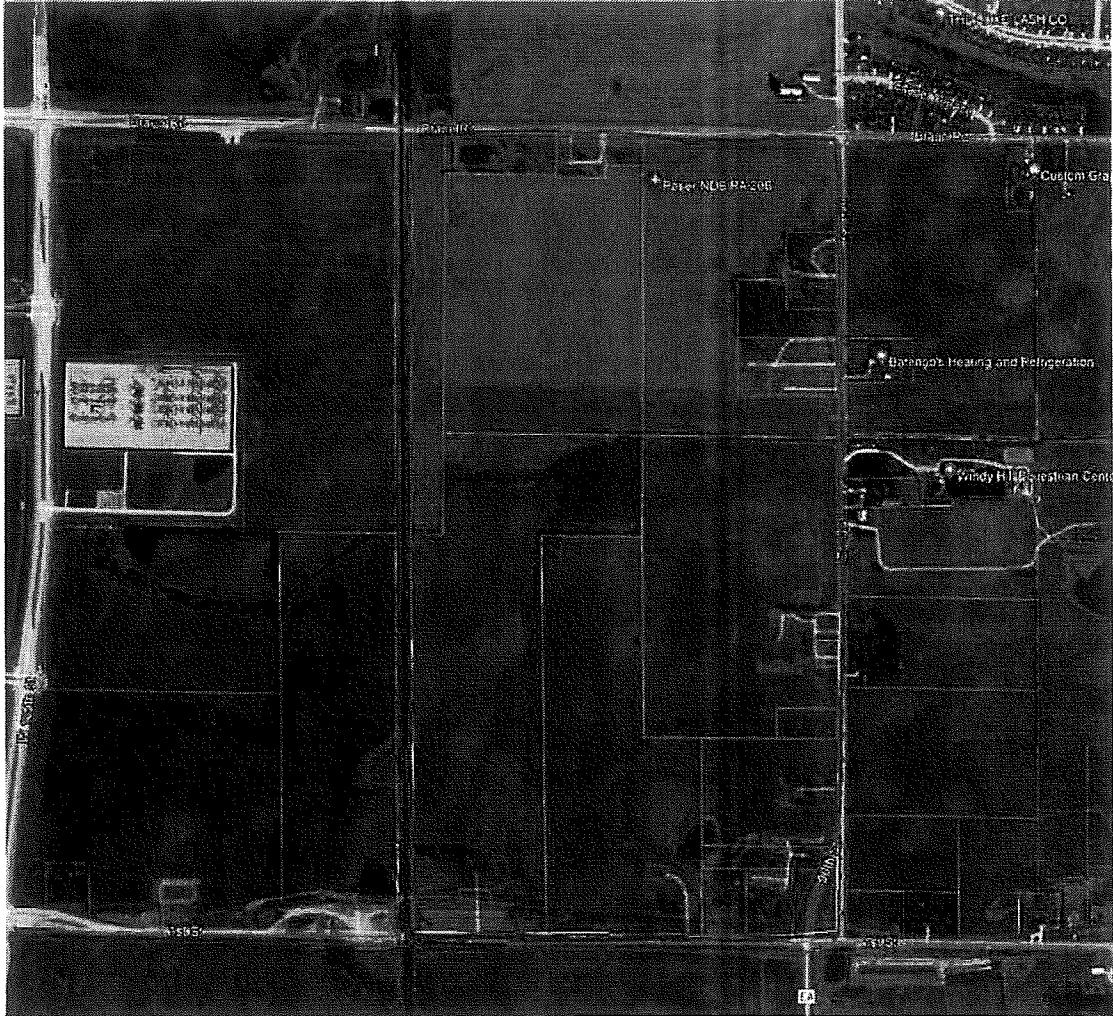
TAX PARCEL NO: 151-03-22-33-006-000

ADDRESS: 4217 COUNTY HIGHWAY H, MOUNT PLEASANT, RACINE WI 53177

[End of Description]

# EXHIBIT B

## Site Plan



SCHEDULE G

BOND AND BORROWING PAYMENTS  
 UPDATED MARCH 27, 2023

	<u>TIF Bonds (1)</u>	<u>Sewer Funds Borrowing (2)</u>	<u>Estimated Additional Borrowing (3)</u>	<u>Cash Funded Capital (4)</u>
2022	5,838,934	2,186,408		
2023	5,849,314	2,343,437		
2024	6,839,650	2,343,004		8,000,000
2025	6,799,650	2,342,559	695,556	5,000,000
2026	6,759,650	2,342,100	1,208,050	
2027	7,004,650	2,341,629	1,209,158	
2028	6,999,900	2,341,143	1,205,437	
2029	7,007,150	2,340,644	1,208,683	
2030	7,010,650	2,340,130	1,206,942	
2031	7,005,400	2,339,601	1,208,129	
2032	7,001,650	2,339,057	1,208,208	
2033	10,343,900	2,338,498	2,121,804	
2034	10,321,400	2,337,921	2,128,046	
2035	10,355,200	2,337,329	2,122,892	
2036	10,333,950	2,336,719	2,123,387	
2037	10,367,750	2,336,091	2,122,454	
2038	10,375,500	2,335,445	2,122,883	
2039	10,382,750	2,334,781	2,120,637	
2040	10,393,750	2,334,097	2,124,471	
2041	10,402,500	2,333,393	2,125,221	
2042	10,408,250	2,332,669	2,122,887	
2043	10,420,250	2,331,924	2,126,225	
2044	10,432,250	2,331,157	2,121,196	
2045	10,443,250	2,330,368	2,121,679	
2046	10,452,250	2,329,556	917,000	
2047	244,900	2,328,721	917,500	
2048	0	2,327,861	916,000	
2049	0	6,978,173	917,375	
<b>Total</b>	<b><u>219,794,447.81</u></b>	<b><u>69,914,413.89</u></b>	<b><u>40,421,821.27</u></b>	<b><u>13,000,000.00</u></b>

- (1) Figures shown reflect the "Village Payment Obligation" with respect to the Village's \$120,000,000 Tax Increment Revenue Bonds (TID 5), Series 2018A.
- (2) Figures shown reflect the amount of loan debt service to be paid from Tax Incremental District No. 5 revenues ("TID Transfer") with respect to the Village's \$80,276,100 Sewer System Revenue Bonds, Series 2021
- (3) Figures shown reflect estimated debt service for future obligations that may be issued by the Village and/or Racine County to refinance the Village's \$20,510,000 Bond Anticipation Notes, Series 2022 and to pay the cost of a fire station.
- (4) Estimated cost to complete water system and sanitary sewer system improvements not funded from proceeds of long-term debt.

PURCHASE AND SALE AGREEMENT

by and

between

VILLAGE OF MOUNT PLEASANT, a Wisconsin municipal corporation,

as "Village"

and

MICROSOFT CORPORATION, a Washington corporation

as "Buyer"

For certain real property located in Mount Pleasant, Wisconsin

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**List of Exhibits**

Exhibit A	Legal Description of Property
Exhibit A-1	Land Parcel Numbers
Exhibit B	Site Plan
Exhibit C	Form of Deed
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Exhibit E	List of Reports Delivered to Buyer
Exhibit F	Form of Transmission Line Easement
Exhibit G	List of Additional Easements and Rights Needed over Remainder of Area III
Exhibit H	90th Street Future Right of Way

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is dated as of the Effective Date by and between VILLAGE OF MOUNT PLEASANT, a Wisconsin municipal corporation ("Village"), and MICROSOFT CORPORATION, a Washington corporation ("Buyer"). This Agreement is made with reference to the following recitals:

### Recitals

A. Village owns that certain Property (as defined below) located south of Braun Road between 90th Street and the Canadian Northern Rail track, in the Village of Mount Pleasant ("Village"), County of Racine ("County"), State of Wisconsin ("State"), which is legally described on Exhibit A attached hereto (the "Land"), known as the Village Parcel Numbers noted on Exhibit A-1 and depicted on Exhibit B attached hereto (the "Site Plan").

B. The Property is located within Area III of Tax Increment District No. 5 ("Area III"), which has been designated an Electronics and Information Technology Manufacturing Zone by the Wisconsin Economic Development Corporation.

C. Village wishes to sell, and Buyer wishes to buy for the development of a data center campus and related improvements thereon (collectively, the "Project"), the Property on the terms and conditions of this Agreement.

D. Among other conditions to Closing (as defined below), and upon the terms and conditions set forth in this Agreement, Village and Buyer also anticipate that Village and County, on the one hand, and Buyer, on the other hand, will enter into a development agreement (the "Development Agreement") that outlines, among other things, the rights and responsibilities of each of them with respect to the Project.

**NOW, THEREFORE**, in consideration of the foregoing promises, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Village and Buyer hereby agree as set forth below.

### Section 1. Definitions and Rules of Construction.

1.1 Definitions. The following capitalized terms shall have the meanings given to such terms in this section.

Access Agreement: The Right of Entry and Limited Exclusivity Agreement between Village and Buyer dated November 30, 2022, as amended from time to time.

Business Day: Any day except a Saturday, Sunday or local or federal holiday on which banks are closed in the State.

Confidentiality Agreement: The Non-Disclosure Agreement between Village and Buyer dated November 9, 2022.

Closing: The consummation of the purchase and sale of the Property as a "gap" closing. Village agrees to provide such indemnities and documentation as reasonably required by Escrow Holder or Title Company to consummate the "gap" closing, and Closing shall mean the date on which the Escrow Holder notifies the parties that the transaction is closed on a "gap", the Title Policy (as defined below) is issued to Buyer and the Purchase Price (less amounts chargeable to Village hereunder) is released to Foxconn.

Closing Date: The date that is ten (10) Business Days following the later of (a) the last day of the Inspection Period; and (b) the date on which all of the Buyer's Conditions Precedent have been satisfied or waived in writing by Buyer; provided, however, that the Closing shall not occur later than the Outside Closing Date (as defined below). Notwithstanding the foregoing, the Closing shall occur on such earlier date as Buyer may designate in a notice to Seller (but not sooner than ten (10) Business Days after delivery of such notice).

Declarations: Development agreements, declarations, reciprocal easement agreements, operating agreements, declarations of covenants, conditions, restrictions and/or other written obligations that run with the Property, if any.

Deed: A general warranty deed conveying title to the Property to Buyer subject only to the Permitted Exceptions, in substantially the form of Exhibit C.

Deposit: The amount of Four Hundred Thousand Dollars (\$400,000.00).

Development Approvals: Any and all discretionary and ministerial entitlements and other approvals in connection with Buyer's planned development of the Project on the Property that Buyer elects to obtain.

Development Approvals Period: The period commencing on the Effective Date and ending on the later of (i) the expiration of the Inspection Period or (ii) the Outside Closing Date.

Effective Date: The date as of which (i) both Buyer and Village have executed this Agreement, as evidenced by the dates shown under their respective signatures below, and (ii) Foxconn has executed and delivered the Foxconn Release (as defined below) to Escrow Holder's office at 833 East Michigan Street, Suite 550, Milwaukee, WI 53202 c/o Danielle M. Farina.

Escrow Holder: First American Title Insurance Company, 920 Fifth Avenue, Suite 1200, Seattle, Washington 98104, Attn: Crystal Floor (206) 615-3150.

Force Majeure Delay: Any delay in completing any Inspections by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including failure, refusal or delay in issuing permits, inspections, approvals and/or authorizations), injunction or court order, riots, insurrection, war, terrorism, bioterrorism, fire earthquake, flood or other natural disaster, adverse weather conditions (e.g., snow and ice), epidemic, pandemics, governmentally issued shelter-in-place and similar restrictions or other reasons of alike nature not the fault of Buyer.

Foxconn: Collectively, SIO International Wisconsin, Inc., a Wisconsin corporation, FEWI Development Corporation, a Wisconsin corporation, and AFE, Inc., a Wisconsin corporation and their respective affiliates.

Foxconn Development Agreement: That certain Development Agreement dated December 1, 2017 between Foxconn and Village, as amended, supplemented or implemented from time to time.

Foxconn Release: A written instrument in recordable form that has been executed and delivered by Foxconn pursuant to which Foxconn irrevocably and permanently waives all right, title, interest in and to the Property pursuant to the Foxconn Development Agreement including, without limitation, the "Developer Acquisition Rights" thereunder, and ancillary documents in which Foxconn consents, to the extent necessary or advisable under the Foxconn Development Agreement, to the grant of a transmission line easement in the form attached hereto as Exhibit F and agrees to cooperate to enable utilities for Buyer's development of the Property over, across, under, above, in, and through the portion of Area III not being purchased by Buyer hereunder and listed on Exhibit G attached hereto; provided, however, that all aspects of the Foxconn Release shall be in a form and content acceptable to Buyer in its sole and absolute discretion.

General Assignment: That certain General Assignment by Village for the benefit of Buyer in substantially the form of Exhibit D.

Governmental Authority: Any federal, state or local government, governmental, quasi-governmental, judicial, legislative, administrative or regulatory entity or authority, or any department, agency, instrumentality, commission, or political subdivision thereof or any court, tribunal, or judicial body.

Hazardous Materials: Any hazardous or toxic substance, material or waste, pollutants or contaminants, as defined, listed or regulated now or in the future by any Law regulating, relating to or imposing liability or standards of conduct concerning any environmental conditions, health or industrial hygiene, including without limitation, (a) chlorinated solvents, (b) petroleum products or by-products, (c) asbestos and asbestos-containing materials, (d) polychlorinated biphenyls, (e) lead-based paint, and (f) per-and polyfluoroalkyl substances.

Incentives: Any state and local tax refunds, credits, deductions, exemptions, abatements, reductions and reimbursements, cash grants, forgivable loans, real property grants or cost reductions, infrastructure grants or cost reductions, utility rate and permit reductions, and permit, development, and/or impact fee waivers or reductions. Incentives shall be deemed approved and obtained for purposes of this Agreement on the date of the last formal approval by the applicable Governmental Authority.

Inspection Period: The period commencing on the Effective Date and ending at 5:00 p.m. Pacific Time on the forty-fifth (45<sup>th</sup>) day thereafter.

Laws: As to any person, (a) all federal, state and local laws, ordinances, treaties, rules and regulations, final and binding determinations of a court, and determinations of any Governmental Authority applicable to or binding upon such person or any of its property or to which such person

or any of its property is subject; (b) any recorded deed restriction, declaration, covenant running with the land or otherwise, now or hereafter in force; (c) the requirements and regulations of boards of fire underwriters having jurisdiction and of insurance carriers providing insurance for the Property; and (d) all permits and authorizations with respect to the ownership or operation of the Improvements.

Losses: All claims, actions, causes of action, suits, proceedings, costs, expenses (including, without limitation, reasonable attorneys' fees and costs), liabilities, damages, demands, rights and/or liens of any type, whether known or unknown, direct or indirect, absolute or contingent.

Survey: An ALTA/NSPS survey of the Land and Improvements obtained by Buyer from Chaput Land Surveys, LLC dated February 7, 2023, as the same may be revised and updated.

Survival Period: The period of time from Closing through and including the day that is twelve (12) months after the Closing Date.

Title Company: First American Title Insurance Company, 920 Fifth Avenue, Suite 1200, Seattle, Washington 98104, Attn: Sakae S. Sakai (206-615-3047).

**Section 2. Purchase and Sale of the Property.** In consideration of their mutual covenants set forth in this Agreement, Village agrees to sell to Buyer, and Buyer agrees to purchase from Village, for the Purchase Price and on the terms and conditions set forth in this Agreement, all of Village's right, title and interest in and to the Property.

**2.1 The Property.** The Property is defined as all of the following (collectively, the "Property"):

2.1.1 The Land, together with all rights, covenants, interests, privileges and easements appurtenant thereto; all minerals, oil, gas and other hydrocarbon substances thereon; all development rights, subsurface rights, air rights, water, water rights and water stock relating thereto; and all easements, rights-of-way, abutting or adjoining strips and gores, and other appurtenances used in connection with the beneficial use and enjoyment of such real property (collectively, the "Real Property").

2.1.2 All structures, fixtures, equipment and improvements located on the Land, including utility systems, irrigation systems, wells and fencing (collectively, the "Improvements"); provided, however, in no event shall the Improvements include any USTs (as defined in Section 7.1.11, below).

2.1.3 All of Village's right, title and interest in and to all permits, licenses, approvals and authorizations issued by any Governmental Authority in connection with the ownership or operation of the Property, excluding any business licenses issued to Village (collectively, the "Intangibles").

**2.2 Excluded Property.** No tangible personal property is included in the Property. Village shall remove (or cause to be removed) all tangible personal property from the Property not later than Closing.

Section 3. Purchase Price.

3.1 Purchase Price. The purchase price for the Property shall be Fifty Million Eighty Five Thousand Dollars (\$50,085,000.00). In sufficient time for the Purchase Price to be disbursed to Foxconn on the Closing Date, Buyer shall deposit with the Escrow Holder the Purchase Price, less the Deposit, as adjusted by Buyer's share of closing costs and prorations.

3.2 The Deposit. Within thirty (30) days following the Effective Date, Buyer will deliver funds in the amount of the Deposit to Escrow Holder to be held as earnest money.

The Deposit shall be applicable to the Purchase Price. The Deposit shall be nonrefundable, except that the Deposit shall be refunded to Buyer in the event that:

(a) one of Buyer's Conditions Precedent is not satisfied within the time period applicable to such condition;

(b) the transaction contemplated in this Agreement fails to close due to a default on the part of Village; or

(c) the transaction terminates as provided in Section 4.2 (Closing), Section 6.1 (Title Commitment), Section 7.3 (Changes in Representations and Warranties), or Section 10 (Condemnation).

The Deposit shall be held in an interest bearing account, with interest being included with the Deposit and going to the benefit of the party entitled to the Deposit at Closing or other termination of this Agreement.

Section 4. Escrow; Closing.

4.1 Escrow. Buyer and Village hereby appoint the Escrow Holder to hold the escrow and conduct the Closing under this Agreement. Buyer and Village shall provide to Escrow Holder such instructions as may be necessary or convenient to implement this Agreement and close the transaction contemplated by this Agreement, provided that the same are consistent with the provisions of this Agreement.

4.2 Closing; Closing Date. The Closing shall take place on the Closing Date. Notwithstanding anything to the contrary contained herein, if the Closing has not occurred on or before July 31, 2023 (the "Outside Closing Date"), then Buyer, so long as Buyer is not then in default beyond all applicable notice and cure periods, shall have the right to terminate this Agreement by written notice to Village and Escrow Holder delivered any time prior to the date on which the Closing occurs whereupon this Agreement shall terminate in accordance with Section 12.3, below.

4.3 Buyer's Deliveries. At or before Closing, Buyer shall cause to be delivered into Escrow the following items:

4.3.1 Funds in the amount of the Purchase Price, less the amount of the Deposit, as adjusted by Buyer's share of closing costs and prorations, as provided in this Agreement.

4.3.2 The Development Agreement, executed by Buyer.

4.4 Village's Deliveries. At or before Closing, Village shall cause to be delivered into Escrow the following documents:

4.4.1 All recordable documents necessary for the Foxconn Release executed by Foxconn;

4.4.2 The Deed, properly executed and acknowledged by Village, and any required real estate transfer tax forms;

4.4.3 An affidavit by Village to the effect that Village is not a foreign person under Section 1445 of the Internal Revenue Code of 1986, as amended, executed by Village;

4.4.4 The General Assignment, executed by Village;

4.4.5 The Development Agreement, executed by Village and County; and

4.4.6 Such affidavits, agreements, gap indemnities and indemnities concerning claims for mechanic's liens, possessory interests, mineral rights or otherwise as may be required by the Title Company to issue the Title Policy, including but not limited to, any indemnities required with respect to the removed USTs.

4.5 Proof of Authority. Buyer and Village each shall deliver to Title Company such evidence of authority and authorization to enter into this Agreement and consummate the transactions contemplated by this Agreement, and such evidence of power and authority of the individual(s) executing and delivering any instruments, documents, or certificates hereunder to act for and bind such party, as reasonably may be required by the Title Company.

4.6 Other Documents. Buyer and Village shall deliver such other documents and instruments as are reasonably required to consummate this transaction in accordance with this Agreement, including without limitation closing statements.

4.7 Possession. Village shall deliver exclusive possession of the Property to Buyer at Closing, subject only to the Permitted Exceptions.

4.8 Disbursement and Other Actions. At the Closing, Escrow Holder promptly shall undertake all of the following in the manner indicated:

4.8.1 Recording. Cause the recordable documents necessary for the Foxconn Release, the Deed and any other documents that the parties may mutually direct to be recorded in the official real property records of the County and obtain conformed copies thereof for distribution to Buyer and Village.

4.8.2 Funds. Disburse all funds deposited with Escrow Holder by Buyer as follows:

4.8.2.1 Disburse the Purchase Price to Foxconn, net of the total amount chargeable to Village as the result of prorations and credits pursuant to this Agreement.

4.8.2.2 Disburse the remaining balance of the funds, if any, to Buyer promptly following the Closing.

4.8.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer in accordance with Section 6.2.

4.8.4 Disbursement of Documents to the Parties. Disburse to each party the counterpart documents per the instructions of the parties.

Section 5. Conditions Precedent to Closing.

5.1 Buyer's Conditions. For Buyer's benefit (and waivable only by Buyer, at any time), the following are conditions precedent to Buyer's obligation to consummate this transaction described in this Agreement (each a "Buyer's Condition Precedent" and, collectively, "Buyer's Conditions Precedent") and must be satisfied or waived by the date or within the time period indicated (or if no time period is specified, then not later than the Closing Date):

5.1.1 Due Diligence.

5.1.1.1 Inspection Period. From the date hereof through and including the end of the Inspection Period, Buyer, in its sole discretion and at its expense, shall have the opportunity to inspect and approve the physical condition and use of the Property, the economic feasibility of ownership of the Property and any other matters relating to the Property as Buyer elects to undertake (collectively, the "Inspections"), including without limitation, access, utility services, zoning, engineering and soils and environmental conditions (the "Inspection Condition"). The Inspection Condition must be satisfied or waived by the end of the Inspection Period.

If for any reason whatsoever Buyer determines that the Property is unsuitable for its purposes in its sole and absolute discretion and notifies Village of such decision before the end of the Inspection Period, then this Agreement shall terminate. If Buyer does not provide written notice to Village of its approval of this condition by the end of the Inspection Period, then the Inspection Condition shall not be satisfied and this Agreement shall terminate. In the event of either such termination, Escrow Holder shall promptly return the Deposit to Buyer. If Buyer provides written notice to Village of its approval of the Inspection Condition by the end of the Inspection Period, then the Inspection Condition shall be considered to have been satisfied and the Deposit shall not be refundable to Buyer by reason of the Inspection Condition.

5.1.1.2 Access to Property. Until the Closing Date or earlier termination of this Agreement, Buyer and its authorized consultants, contractors, engineers, surveyor, employees, and agents shall have the right to enter onto the Property for purposes of undertaking further Inspections and making preparations for Closing. The conduct of Inspections on the Property shall be governed by the Access Agreement, which shall be deemed to extend through the Closing or earlier termination of this Agreement. Notwithstanding anything to the contrary contained herein or in the Access Agreement, Village acknowledges and agrees that Buyer shall not be responsible for replacing and/or replanting any crops damaged during Buyer's Inspections



and Village shall indemnify, defend and hold Buyer harmless from any Losses arising from damage to any crops on the Property.

5.1.1.3 Reports. Village has delivered to Buyer, and Buyer acknowledges receipt of, copies of all reports about the physical and environmental condition of the Property and the operation and ownership of the Property (excluding financial statements and other reports proprietary to Village's business operated on the Property) that have been prepared at the request of Village or that are in Village's possession or control, which consist of the reports listed on Exhibit E (the "Reports"). Except as set forth in Section 7.1.12, below, Village disclaims any responsibility for the accuracy of any information contained in the Reports, and Buyer acknowledges that it uses the Reports at its own risk. The use of the Reports is subject to the Confidentiality Agreement and Section 29.

5.1.2 Title Policy. On the Closing Date, the Title Company is irrevocably committed to issue the Title Policy to Buyer effective as of the Closing Date in accordance with Section 6.2 of this Agreement.

5.1.3 Representations and Warranties. On the Closing Date, Village's representations and warranties contained in Section 7.1 are true and correct, as if made as of the Closing Date, except as provided in Section 7.3. Notwithstanding the foregoing, if any such representations and warranties are qualified to Village's actual knowledge (or words of similar import), then this condition shall be satisfied with respect to such representations and warranties only if the facts and circumstances set forth in such representations and warranties are true and correct without reference to Village's actual knowledge except to the extent that any changed circumstance is disclosed to Buyer by written notice from Village or in any Inspections or otherwise prior to expiration of the Inspection Period.

5.1.4 Village's Performance. Village has duly and timely performed each material obligation to be performed by Village under this Agreement before Closing.

5.1.5 Property Condition. The Property is in materially the same condition as it was on the date of Buyer's inspection of the Property during the Inspection Period.

5.1.6 Occupancy Rights. All leases (including the Lease (as defined in Section 7.1.5, below)), licenses and other occupancy agreements affecting the Property have been terminated, and all tenants and other occupants have vacated the Property and removed all of their personal property from the Property.

5.1.7 Service Contracts. Village has caused all service contracts, management agreements, listing agreements and other contracts to be terminated, at no cost to Buyer.

5.1.8 Development Agreement. Subject to limitations on its authority in its governmental and regulatory capacity, Village and County, on the one hand, and Buyer, on the other hand, shall use good faith efforts to negotiate a mutually acceptable Development Agreement for the Property. The Development Agreement is anticipated to obligate the Buyer to develop, construct and complete the Project and to grant certain Incentives to Buyer and contain such other terms and conditions upon which the parties agree. It shall be a Buyer Condition Precedent that, no later than the expiration of the Inspection Period, DA Approval shall have occurred. As used

in this Agreement “DA Approval” shall be deemed to occur when (i) the Development Agreement has been approved by Buyer, Village and County, (ii) the Development Agreement has been approved by resolutions of Village Board and County Board in accordance with all laws and required procedures to the extent required thereby, and (iii) all time periods for initiating a legal challenge (appeal, writ, referendum or otherwise) (a “Challenge”) of Village’s and County’s approval of the Development Agreement have passed without a Challenge having been initiated, or, if a Challenge has been initiated, it has been resolved on terms and conditions satisfactory to Buyer and Village in their sole and absolute discretion.

5.1.9 Incentives. At Buyer’s election, which may be made in Buyer’s sole and absolute discretion, Buyer may apply for Incentives for the development and/or operation of the Project. Village agrees that it will reasonably cooperate with Buyer’s efforts to obtain such Incentives. Except as otherwise pledged by Buyer to a third party (e.g., a lender or Foxconn), all Incentives are for the sole benefit of Buyer, and Village will deliver to Buyer any Incentive that Village receives so that, to the maximum extent possible, Buyer is placed in the same financial position as if Buyer received the Incentive directly. If Buyer does not obtain the Incentives (the “Incentives Condition”), then Buyer shall have the option to terminate this Agreement. If Buyer terminates this Agreement after the Inspection Period solely by reason of the Incentives Condition, then the Deposit shall not be refundable to Buyer.

5.1.10 Moratoria. There is no moratorium, prohibition or any other measure, rule, regulation or restriction that was not in force as of the end of the Inspection Period, the effect of which would be to preclude development or use of the Property for the Project, including the issuance of any building or other permit for the construction or occupancy of the Property.

5.1.11 Consents. Village has obtained the consent of all third parties necessary or desirable for the assignment (or partial assignment) of any applicable Declarations to the extent required thereunder as described in Section 9.10, below; provided, however, that such consents shall be in a form and content reasonably acceptable to Buyer.

5.1.12 Intentionally deleted.

5.1.13 Development Approvals. Not later than the end of the Development Approvals Period, final approval of the Development Approvals has been issued by the applicable Governmental Authority and the Development Approvals have been recorded (if applicable), all as described in Section 9.12.2.

5.1.14 Zoning Amendment. Village acknowledges and agrees that Buyer desires to develop the Project on the Property and that Buyer desires an amendment to the Village’s current zoning ordinance expressly allowing for the development of one or more data centers on the Property (the “Zoning Amendment”). Such Zoning Amendment was adopted on February 27, 2023, and if Buyer determines that the Zoning Amendment is inadequate for Buyer’s intended purposes relating to the Project, in Buyer’s sole discretion, then Buyer may terminate this Agreement prior to the end of the Inspection Period. Village agrees, at all times, to cooperate with Buyer to ensure that Buyer’s redevelopment and operation of the Project complies with applicable ordinances.

5.1.15 Intentionally Deleted.

5.1.16 Foxconn Release. Escrow Holder is in possession of the Foxconn Release together with irrevocable escrow instructions instructing Escrow Holder to record the recordable documents necessary for the Foxconn Release in the official real property records of the County at Closing upon satisfaction of all conditions identified in the escrow instructions (the "Foxconn Release Condition").

5.2 Village's Conditions. For Village's benefit (and waivable only by Village, at any time), the following are conditions precedent to Village's obligation to consummate this transaction and must be satisfied or waived by the date or within the time period indicated:

5.2.1 Buyer's Performance. Buyer has duly and timely performed each material obligation to be performed by Buyer under this Agreement before Closing.

5.2.2 Buyer's Representations and Warranties. Buyer's representations and warranties set forth in Section 7.2 are true and correct as if made as of the Closing Date, except as provided in Section 7.3.

5.2.3 Development Agreement. Subject to limitations on its authority in its governmental and regulatory capacity, Village and County, on the one hand, and Buyer, on the other hand, shall use good faith efforts to negotiate a mutually acceptable Development Agreement for the Property. It shall be a Village condition precedent that, no later than the expiration of the Inspection Period, DA Approval shall have occurred.

5.2.4 Foxconn Release. The Foxconn Release Condition shall have been satisfied.

Section 6. Evidence of Title.

6.1 Title Commitment. Prior to the Effective Date, Buyer obtained (a) a commitment for an extended coverage ALTA owner's policy of title insurance (the "Commitment"), together with copies of the underlying documents forming the basis of the exceptions, from the Title Company; and (b) a Survey, which Survey is based on the depiction and/or description of Real Property set forth on Exhibit A. Buyer shall have until five (5) Business Days prior to the expiration of the Inspection Period to object to any matter disclosed in the Commitment or the Survey by giving written notice (a "Title Objection Notice") of the objection to Village.

If, after the initial issuance of the Commitment and giving of the initial Title Objection Notice, the Title Company amends the Commitment by adding a new title exception (or by changing an existing title exception), or any update to the Survey reveals any new matters affecting title (each, a "New Title Matter"), Buyer shall be entitled to give a Title Objection Notice with respect to such New Title Matter within five (5) Business Days after receipt of the amendment or update. The failure of Buyer to give a Title Objection Notice prior to the expiration of such five (5) Business-Day period shall be deemed to constitute Buyer's disapproval of the New Title Matter.

If Buyer disapproves or is deemed to have disapproved of any title or survey matter, then Village may, but shall have no obligation, within three (3) Business Days after its receipt of a Title Objection Notice or Buyer's deemed disapproval of a New Title Matter, to elect to remove the disapproved matter by giving Buyer written notice of those disapproved title matters that Village agrees to remove by the Closing Date. The failure of Village to respond to a Title Objection Notice or a deemed disapproved New Title Matter by the end of such three (3) Business-Day period shall be deemed to constitute Village's election not to remove or cure the disapproved title matter.

If Village does not timely elect to remove any disapproved title or survey matters (or is deemed to have elected to not remove any disapproved matters), then Buyer shall have the right, upon delivery of notice to Village within three (3) Business Days after Village's election or deemed election to not cure a disapproved title or survey matter, to either (1) waive Buyer's prior disapproval, in which event the disapproved title or survey matter shall be deemed approved and shall thereafter be a Permitted Exception, or (2) terminate this Agreement, whereupon Village and Buyer shall be relieved of any further obligations under this Agreement except with respect to the provisions that expressly survive termination. Buyer's failure to take either one of the actions described in clauses (1) and (2) above shall be deemed to be Buyer's election to confirm its prior disapproval of the title or survey matters and to terminate this Agreement. If Buyer elects (or is deemed to have elected) to terminate this Agreement under this section, Escrow Holder shall promptly return the Deposit to Buyer.

Notwithstanding anything herein to the contrary, and regardless of whether Buyer objects with respect thereto, Village agrees to cause to be released from title to the Property not later than the Closing Date, at Village's sole cost and expense, all mortgages, deeds of trust, security agreements, financing documents, delinquent tax liens, judgment liens, mechanics' or materialmen's liens, all other monetary encumbrances (excluding non-delinquent real property taxes) on title to the Property and all claims to fee title or leasehold or other possessory interests in the Property and, subject to satisfaction of the Foxconn Release Condition, the Foxconn Development Agreement.

6.2 Issuance of Policy. At Closing, the Title Company must be irrevocably committed to issue an extended coverage 2006 ALTA owner's title insurance policy ("Title Policy") in the amount of the Purchase Price insuring Buyer and subject only to (a) a lien for real property taxes, not then delinquent; (b) the title matters approved or deemed approved by Buyer pursuant to Section 6.1; and (c) matters affecting the condition of title to the Property resulting from the actions or activities of Buyer or created by or with the written consent of Buyer (collectively, the "Permitted Exceptions").

## Section 7. Representations and Warranties.

7.1 Village. Village represents and warrants that as of the Effective Date and as of Closing:

7.1.1 Village is a municipal corporation validly existing under the laws of the State of Wisconsin. Village has the legal power, right and authority to enter into this Agreement and the documents required to be executed by Village under this Agreement and, upon depositing

of the Foxconn Release into escrow with Escrow Holder, to consummate the transaction contemplated by this Agreement. All requisite (corporate, partnership, limited liability company or otherwise) action has been taken by Village in connection with executing this Agreement and the documents required hereby.

7.1.2 No consent, waiver, approval, or authorization of, or filing, registration, or qualification with, or notice to, any Governmental Authority or any other entity or person is required to be made, obtained, or given by Village in connection with the execution, delivery, and performance of this Agreement, except the Foxconn Release.

7.1.3 Village owns good and indefeasible fee simple title to the Property, subject to matters disclosed in the Commitment and Foxconn's "Developer Acquisition Rights", as defined in the Foxconn Development Agreement. There are no adverse or other parties in possession of the Property, or of any party thereof.

7.1.4 To Village's Knowledge, there are no pending or threatened (in writing) actions, suits, arbitrations, claims, investigations or legal, administrative or other proceedings (a) with respect to or in any manner affecting the Property, including any condemnation action, proceeding to impose an assessment district, zoning change proceeding or development moratorium; or (b) to which Village is or may be a party by reason of Village's ownership, use, or operation of the Property.

7.1.5 There are no leases, subleases, rental agreements, licenses or other agreements for the lease or occupancy of any portion of the Property other than that certain written lease between a Governmental Authority contractor constructing C.T.H. KR (the "Tenant") and Village (the "Lease") pursuant to which Tenant currently leases a southerly portion of the Property for staging and storage purposes, which Lease may be terminated by Village upon thirty (30) days prior written notice. Village has provided written notice to Tenant terminating the Lease prior to the Effective Date.

7.1.6 Upon recordation of the Foxconn Release, (a) Village will not be a party to any agreements with respect to the ownership, operation, maintenance or repair of the Property that will encumber the Property or bind Buyer after Closing, and (b) Foxconn will not have any right to acquire the Property (or any part thereof) or any other rights of approval with respect to Buyer's ownership, use, development, operation, maintenance or repair of the Property pursuant to the Foxconn Development Agreement.

7.1.7 Village has not received any written notices from any Governmental Authority with respect to any violation or alleged violation of any Law relating to the use, condition or operation of the Property, which violation remains uncured.

7.1.8 Village has not initiated and is not a party to any appeals of the valuation of the Property for tax purposes or the taxes payable with respect to the Property, and there are no pending disputes with respect to taxes on the Property.

7.1.9 No bankruptcy, insolvency, rearrangement or similar action involving Village, whether voluntary or involuntary, is pending or, to Village's Knowledge, threatened against Village in writing by a third party.

7.1.10 No construction or other work is being done on the Property by third parties at the request of Village or any other Governmental Authority, which work if unpaid could result in a lien on the Property.

7.1.11 Except as disclosed in the Reports, Village has not used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the Property or transported to or from the Property, any Hazardous Material in violation of Laws nor, has Village allowed any other person or entity to do so in violation of Law. To Village's Knowledge, except as disclosed in the Reports, no Hazardous Materials have been used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the Property in violation of Law nor transported to or from the Property in violation of Law by any entity or person or from any source. To Village's Knowledge, except as disclosed in the Reports, no wells or USTs are or were located on the Property. Village, at its sole cost and expense, has (a) removed all underground storage tanks (each a "UST" and, collectively, the "USTs") identified by Village on the Property in compliance with all applicable laws, permits, orders, codes and regulations, (b) delivered to Buyer a copy of the demolition manifest (the "Demolition Manifest") which indicates that the USTs and any and all hazardous materials related thereto have been removed from the Property in accordance with all applicable laws, permits, orders, codes and regulations; and (c) delivered a copy of all applicable closure and clearance letters related to the removal of the USTs.

7.1.12 The Reports are all of the reports, records and documents in Village's possession or control concerning the physical (including environmental) condition and use of the Property. Village has provided true, correct and complete copies of the Reports to Buyer.

7.1.13 Neither Village, nor any of its directors, officers, agents, or other authorized persons acting on its behalf (a) is directly or indirectly 50% or more owned, individually or in the aggregate, by, or (b) is acting on behalf of, one or more individuals or entities that are currently on any of the lists of sanctioned, prohibited, or restricted parties maintained by (1) the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC"); or (2) the U.S. Department of Commerce, Bureau of Industry and Security, or the U.S. State Department, or any similar list of restricted parties maintained by the U.S. government. Village is in compliance with all applicable anti-corruption and anti-bribery laws of the jurisdiction in which the Property is located, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.

7.1.14 Village has properly reported and paid prior to the delinquency date all property taxes with respect to the Property and there are no tax liens on the Property. The Property is not subject to any property, sales tax, or other tax agreements (including abatement agreements or special valuation agreements) with any taxing jurisdiction or appraisal district. Further, the Property will not be subject to any agricultural use recapture, rollback or other taxes assessed or becoming due and payable by virtue of any change in the use of the Property after the Closing.

7.1.15 Except as disclosed in the Reports, to Village's Knowledge, (a) there are no endangered or threatened species or protected natural habitat, flora or fauna located on the Property; (b) the Property does not contain any wetlands, whether or not delineated or designated as such by any governmental authority; and (c) the Property does not contain any graves,

cemeteries or burial grounds, or any buildings, foundations or other material or contents of archeological or historical significance.

7.1.16 Village is not in default under any easements, covenants, conditions, restrictions, declarations or other encumbrances on title to the Property.

7.1.17 Village is the owner of all mineral rights and other extractives in the subsurface of the Property and there are no current mineral leases or surface use agreements with respect to the Property. To Village's Knowledge, there have been no exploration, drilling, or production activities involving the surface of the Property.

The term "Village's Knowledge" as used herein means the actual knowledge of Claude Lois, Senior Municipal Advisor for Kapur, Inc., a contractor of Village, based upon reasonable inquiry of appropriate Village officials. Village represents and warrants to Buyer that the individual named above is the person affiliated with Village most knowledgeable about the subject matters of the foregoing representations. The foregoing representations and warranties shall be deemed re-made as of Closing except to the extent modified pursuant to Section 7.3.

7.2 Buyer. Buyer represents and warrants that as of the Effective Date and as of the Closing:

7.2.1 Buyer is a corporation validly existing under the laws of the State of Washington. Buyer has the legal power, right and authority to enter into this Agreement and the documents required to be executed by Buyer under this Agreement and to consummate the transactions contemplated by this Agreement. All requisite action (corporate, partnership, limited liability company or otherwise) has been taken by Buyer in connection with the entering into this Agreement and the documents required hereby. No consent of any other party is required for the performance by Buyer of its obligations hereunder.

7.2.2 No bankruptcy, insolvency, rearrangement or similar action involving Buyer, whether voluntary or involuntary, is pending.

The foregoing representations and warranties shall be deemed re-made as of Closing except to the extent modified pursuant to Section 7.3.

7.3 Changes in Representations and Warranties. The foregoing representations and warranties are to be made by the parties as of the date hereof and as of the Closing Date. If after the Effective Date and before the Closing Date a party making a representation and warranty (the "Representing Party") becomes aware of facts that would cause such representation and warranty to be untrue or incomplete, then the Representing Party shall notify the other party (the "Nonrepresenting Party") in writing within three (3) Business Days after discovery of the new facts, and include copies of documents or materials, if any, related to such new facts. If a representation and warranty can no longer be accurately made by the Representing Party and (a) this is due to a state of facts first arising after the Effective Date; (b) it is not intentionally caused by the Representing Party; or (c) such new state of facts materially and adversely affects a right, remedy or obligation of the Nonrepresenting Party under this Agreement, prevents a party from performing as required herein, or, in the case of Buyer, materially and adversely affects Buyer's intended use of the Property (including a material increase in the costs of Buyer's intended

use of the Property) or materially decreases the value of the Property, then the Nonrepresenting Party may by written notice to the Representing Party elect to terminate this Agreement. In such event, Escrow Holder shall promptly return the Deposit to Buyer and neither party shall have any further obligations hereunder (except for the obligations expressly stated herein to survive). Such election must be exercised within ten (10) Business Days after the Nonrepresenting Party receives the written notice of the new facts from the Representing Party as provided above. During such 10-Business Day period, however, the parties shall negotiate in good faith about possible solutions to address the change in facts (e.g., proposals for courses of actions to cure the issue or price adjustments). A breach of a representation or warranty intentionally caused by the Representing Party will constitute a default for purposes of Article 12 below.

7.4 Survival. The representations and warranties of each set forth in Section 7.1 or 7.2, as the same may be updated pursuant to Section 7.3, shall survive Closing through the end of the Survival Period. The Nonrepresenting Party shall have the right to bring an action against the Representing Party on the breach of a representation or warranty hereunder, but only on the following conditions: (1) the Nonrepresenting Party gives written notice of such breach to Representing Party specifying in detail the representation or warranty alleged to have been breached and the amount of damages suffered thereby before the end of the Survival Period, (2) the Representing Party fails to cure such breach within five (5) Business Days of its receipt of such notice; provided, however, that if such breach is capable of being cured but cannot reasonably be cured within such five (5)-Business Day period, then within such additional period of time (not to exceed thirty (30) days from the date the Nonrepresenting Party gives notice of such breach) as is reasonably necessary to cure such breach; (3) the Nonrepresenting Party files an action on or before the date ninety (90) days after expiration of the cure period set forth in (2), above, and (4) the Nonrepresenting Party shall not have the right to bring a cause of action for a breach of a representation or warranty unless the damage to the Nonrepresenting Party on account of such breach (or all such breaches cumulatively) equals or exceeds 0.25% of the Purchase Price. Furthermore, the maximum liability with respect to the breach of any or all of the representations and warranties made by such party contained in either Section 7.1 (as to Village) or Section 7.2 (as to Buyer) is and shall be two percent (2%) of the Purchase Price. The foregoing limitation on liability shall not apply to any damages or violations arising from (i) the fraud or intentional misrepresentation of a Representing Party, and (ii) the tax representations in Section 7.1.8 (Tax Appeals) and Section 7.1.14 (Property Taxes Paid).

#### Section 8. As Is Sale; Release.

8.1 As Is Sale. Buyer acknowledges that the Purchase Price has been negotiated to reflect the current condition of the Property, "as is" and "where is." Buyer agrees that:

8.1.1 Buyer will have been afforded the opportunity to examine and investigate to Buyer's full satisfaction the physical condition of the Property, the Reports and all other matters that in Buyer's judgment affect Buyer's ownership of the Property and Buyer's willingness to enter into this Agreement prior to Closing.

8.1.2 Buyer has not relied and will not rely on, and Village is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining to the Property, its use, compliance with Law or otherwise relating thereto made or



furnished by Village or any agent representing or purporting to represent Village, to whomever made or given, directly or indirectly, verbally or in writing, except the representations and warranties of Village as specifically set forth in this Agreement or the Deed or other documents to be delivered by Village at Closing.

8.1.3 If Closing occurs, then Buyer shall accept the Property "as is" and "where is" with all faults at Closing and, except as set forth in Section 7.1, Section 26, the Deed and any other documents to be delivered by Village at Closing, without any representations or warranties, express or implied or statutory of any kind whatsoever by Village, any agent or other representatives of Village.

8.2 Buyer's Release. Except with respect to the representations and warranties and the obligations of Village set forth in this Agreement, the Deed or any other document delivered by Village at Closing, and except as set forth in Section 8.3, effective as of the Closing, Buyer hereby waives, releases, and discharges any claim it has, might have had, or may have against Village and its employees and agents (collectively, the "Village Parties") with respect to (a) the condition of the Property as of the Closing Date; (b) the physical, environmental, economic, or legal condition or compliance of the Property as of the Closing Date with regard to any Law affecting the Property; or (c) any other state of facts that exists as of the Closing Date with respect to the Property. Buyer acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, damages, losses and expenses that are presently unknown, unanticipated and unsuspected. Buyer agrees that it hereby intends to release, discharge, and acquit Village from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses that are included in the waivers and matters released as set forth in this section. This section shall survive the termination of this Agreement or the Closing and shall not be deemed to have merged into any of the documents executed or delivered at Closing. To the extent required to be operative, the disclaimers or warranties contained herein are "conspicuous" disclaimers for purposes of any legal requirement.

8.3 Release Exclusions. The foregoing release in Section 8.2 shall not act to release Village from a breach of any representation, warranty or obligation expressly contained in this Agreement, the Deed or any documents delivered by Village at Closing. Such waivers and releases shall also not apply with respect to (a) any acts or omissions of Village or any of the Village Parties that occur after Closing; (b) any breach by Village of any lease or license with any tenants or licensees of the Property during the period of Village's ownership; (c) any claims arising from the fraud, intentional misrepresentation or willful misconduct or negligence of Village or any Village Parties; (d) any claim by a third party for Village's failure to perform Village's obligations under any contract between Village and such third party which contract has not be expressly assumed by Buyer pursuant to this Agreement; and (e) any claims for personal injury, death, or damage to personal property based on events occurring prior to the Closing. In addition, notwithstanding anything in this Section 8 to the contrary, upon Closing, Buyer reserves all its rights and defenses against any non-parties to this Agreement other than the Village Parties, including but not limited to the right to seek cost recovery or contribution under any statute or common law (including those regarding the presence, investigation or cleanup of any Hazardous Materials on, at, under, around or migrating from the Property). Further, notwithstanding anything in this Section 8 to the contrary, the waivers and releases contained in this Section 8 shall not release claims by Buyer for contribution with respect to third party Losses alleging an act or omission by any Village Party,

including those in violation of Law with respect to the Property by any Village Party. Nothing in this Section 8 shall require Buyer to indemnify, defend or hold Village or any Village Party harmless with respect to the matters released and waived herein.

8.4 Survival. The provisions of this Section 8 shall survive Closing and shall not be deemed to have merged into any of the documents executed or delivered at Closing.

Section 9. Village's Obligations. Until Closing, the following obligations shall apply to Village (which for purposes of this Section 9 include Village's agents and representatives):

9.1 Operations. Village shall cause the Property to be maintained and repaired in the ordinary course of business consistent with its past practices for the Property and deliver the Property at Closing in substantially the same condition it was on the date of Buyer's inspection of the Property, reasonable wear and tear excepted.

9.2 Notices. Village shall provide to Buyer, immediately upon the receipt thereof, (a) all written notices relating to the Property received by Village from any Governmental Authority, insurance company or vendor, which notices are of a type not normally received in the ordinary course of Village's business, or that are notices with respect to taxes or that may have a material effect upon the Property or result in a change in a representation or warranty made by Village hereunder, and (b) notice of the occurrence after the date of Buyer's inspection of the Property of a casualty event or other damage affecting the Property.

9.3 No New Leases or Service Contracts. Village shall not enter into any leases, licenses or other agreements for the occupancy of the Property that would encumber the Property or bind Buyer after the Closing. Village will not or enter into any new contracts that would bind Buyer or the Property after the Closing.

9.4 Knowledge of Material Events. As required by Section 7.3, Village shall notify Buyer within three (3) Business Days after Village obtains knowledge of any fact or event that renders Village's representations and warranties hereunder untrue or incomplete.

9.5 Hazardous Materials. Village shall not use, generate, manufacture, produce, store, release, discharge or dispose of on, under, above or about the Property, or transport to or from the Property, any Hazardous Materials or authorize any other person or entity to do so, except for normal quantities of Hazardous Materials used in the ordinary course of operating or maintaining the Property, so long as they are used in accordance with all Laws.

9.6 No Encumbrance. Village shall not convey or voluntarily encumber the Property or any interest therein or any part thereof, or contract to do so, including the granting or recording of any easements, covenants, restrictions, declarations or other matters affecting title to the Property, without the prior written consent of Buyer, except for the Development Approvals.

9.7 Violations of Law. Village shall be financially responsible for any violations of Law relating to the Property arising before the Closing Date.

9.8 Not Market. Village shall not (and shall not permit any of its employees, agents or representatives to) market or offer for sale or lease the Property, or deal or negotiate with, accept offers or back-up offers from, any persons or entities for the purchase or lease of the Property.

9.9 No Improvements; No Dumping. Village shall not construct or allow the placement of additional buildings or improvements on the Property. Village shall not dump or dispose of soils or other materials on the Property.

9.10 Consent. Prior to the expiration of the Inspection Period, Village shall obtain and deliver to Buyer the consent of all third parties necessary or desirable for the assignment (or partial assignment) of any Declarations to the extent required thereunder; provided, however, that such consent shall be in a form and content acceptable to Buyer in its reasonable discretion.

9.11 Intentionally deleted.

9.12 Development Matters.

9.12.1 Cooperation. Subject to limitations on its authority in its governmental and regulatory capacity, Village shall timely cooperate with respect to any of Buyer's development, due diligence, zoning, or construction permit activities (including, without limitation, providing signatures on applications as requested by Buyer).

9.12.2 Buyer's Development Approvals. From and after the Effective Date, Buyer may, at its sole cost and expense, commence and process to approval or disapproval by the applicable Governmental Authority the Development Approvals. Subject to limitations on its authority in its governmental and regulatory capacity, Village (a) authorizes Buyer to prepare and submit any necessary applications for approval of the Development Approvals; (b) provided that Buyer provides Village with no less than two (2) Business Days' prior written notice, Village (or its representatives) shall attend any public hearings or meetings before or with Governmental Authorities or their staff regarding any applications necessary for the approval of the Development Approvals that Buyer is attempting to obtain; and (c) shall promptly execute any and all documents and join in any and all applications which may be reasonably deemed necessary or appropriate by Buyer to obtain approval of any of the Development Approvals, including design or architectural review, use permits, other specific development plans, and improvement plans. Village shall not be required to incur any out-of-pocket expense or obligation as a result of any of the above-mentioned applications. Subject to limitations on its authority in its governmental and regulatory capacity, Village shall not alter or obligate Buyer to alter or to agree to any alterations of any of the Development Approvals without Buyer's express written consent.

9.12.3 Easements. Village shall take all reasonable actions necessary, if any, at the request of Buyer, to assist Buyer in (a) the removal from title to the Property of any so-called blanket or non-locatable easements encumbering the Property necessary or desirable for Buyer's development of the Project consistent with Buyer's development plans therefor; provided, however, that (i) in lieu of removing such easement from title, Village shall have the right to obtain a containment agreement from the easement holder limiting the location of such easement; provided that the location of easement and the form and content of such containment agreement are acceptable to Buyer in its sole and absolute discretion, and (ii) nothing contained herein shall

be deemed to require Village to exercise its powers of eminent domain, and (b) obtaining new easements (i.e., as opposed easements related to existing utilities that are either not located within a recorded easement or that are located in a blanket or non-located easement) to Buyer and/or its utility providers in, upon, over, under, through and across real property owned by the Village to allow for utility service to the Project and the Property; provided, however that nothing contained herein shall require Village to incur any out-of-pocket expense or obligation to obtain such new easement and Buyer shall be solely responsible for any such expense or obligation; provided that Buyer has approved such expense or obligation in writing.

9.12.4 Intentionally deleted.

9.12.5 Platting. Upon Buyer's written notice to Village, Village shall cause the division of the larger property to make the Property a single separate legal lot (the "Lot"), which combination may be by certified survey map or other platting reasonably acceptable to Buyer. The lot area, configuration and other physical characteristics of the Property must be acceptable to Buyer in its reasonable judgment. The approval of the Lot shall not be subject to any condition affecting the Property (or subject only to those conditions acceptable to Buyer in its reasonable judgment). Following approval of the Lot by the applicable Governmental Authority, Village shall cause any necessary documents to be recorded in the local recording office. If, prior to Closing, Buyer requests that Village cause the combination of the Property into the Lot but, despite using commercially reasonable efforts, Village is unable to complete such combination by the Closing, then Village shall not be in default hereunder but, instead, Village shall continue to use good faith and diligent efforts to complete such combination as soon as reasonably possible after the Closing. Village's obligation under this Section 9.12.5 shall survive the Closing.

Section 10. Condemnation. If before the Closing Date Village receives written notice of the initiation of any condemnation or eminent domain proceedings that might result in the taking of all of the Property, then this Agreement shall terminate effective on Village's receipt of such notice. If such condemnation proceeding proposes to take less than all of the Property, and the portion of the Property to be taken (a) has a value in excess of ten percent (10%) of the Purchase Price; (b) would take or adversely affect any right of access to the Property; or (c) would adversely affect Buyer's Project (including, without limitation, the design, and layout of improvements and utilities on or serving the Property), Buyer may:

10.1 Terminate this Agreement by written notice to Village whereupon the parties shall proceed in accordance with Section 12.3 for a termination that is not the fault of either party; or

10.2 Proceed with the Closing, in which event Village shall assign to Buyer in writing at Closing all of Village's right, title and interest in and to any award made in connection with such condemnation proceedings.

Village shall promptly notify Buyer in writing of the commencement or occurrence of any condemnation proceedings. Buyer hereby acknowledges that Villages has disclosed to Buyer that 90<sup>th</sup> Street is being expanded by approximately eighty-three (83) feet as set forth on the 90th Street Future Right of Way Exhibit attached hereto as Exhibit H.

Section 11. Costs and Prorations. At Closing, each party shall pay its share of costs, expenses and prorations as provided in this section.

11.1 Costs and Expenses. Village shall pay (a) the premium for the standard portion of the Title Policy; (b) one-half of all escrow fees and costs; (c) Village's share of prorations; (d) any real estate transfer taxes; and (e) except as otherwise expressly provided herein, any additional costs and charges customarily charged to sellers of vacant land in accordance with common escrow practices in the County.

Buyer shall pay for (i) the premiums for the extended coverage portion or additional title insurance coverage or endorsements (other than endorsements that Village offers to cure an item set forth in Buyer's Title Objection Notice (provided that such endorsement shall be reasonably acceptable to Buyer)); (ii) the costs of the Survey; (iii) any recording charges for the Deed; (iv) one-half of all escrow fees and costs; (v) Buyer's share of prorations; and (vi) except as expressly provided herein, any additional costs and charges customarily charged to buyers of vacant land in accordance with common escrow practices in the County.

Buyer and Village shall each pay their own legal and professional fees and fees of its consultants. If the transaction is terminated by either party on account of default by the other, then the defaulting party shall pay all escrow and title costs billed by the Escrow Holder.

11.2 Prorations. The intent of the parties is that Village shall bear all expenses of ownership of the Property attributable to the period of its ownership and Buyer shall bear all such expenses and receive all such income attributable to the period of its ownership. In furtherance of the foregoing, to the extent that the Property is not exempt from the payment of Taxes (as defined herein), all nondelinquent ad valorem real property taxes and assessments payable with respect to the Property ("Taxes") shall be prorated as of the Closing Date in accordance with Section 11.4. Utilities and permit costs shall be prorated as of 11:59 p.m. on the Closing Date. All other costs and expenses shall be allocated between Buyer and Village in accordance with the customary practice in the County.

11.3 Intentionally deleted

11.4 Property Taxes. To the extent that the Property is not exempt from the payment of Taxes, nondelinquent Taxes payable in the then current tax year shall be prorated as of the Closing Date. If the Closing Date occurs before the amount of Taxes is known for the then current tax year, then the proration Taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Any difference in Taxes for the year of sale actually paid by Buyer shall be adjusted between the parties within 30 days after Taxes for the year of sale are known. Any personal property taxes for any of Village's personal property shall remain the obligation of Village and not be prorated.

If the most recently-available tax account or assessment for the Property includes land or improvements that is not within the bounds of the Property (if, for example, because the Property is being subdivided from a larger parcel of land), then the Taxes shall be pro-rated on a per-acre basis, provided that the per-acre values will be based only on land and shall not include any value

with respect to any improvements, and so that Buyer shall pay no taxes attributable to any property, land or improvements other than the purchased Property.

For any portions of the Property that are part of tax assessment parcels that include land that is not within the bounds of the Property, if a tax parcel segregation is not completed before property taxes for the next tax year are due, then Buyer shall pay the property taxes for the entire tax assessment parcel and Village shall reimburse Buyer for Village's proportionate share of the property taxes within ten (10) Business Days of receipt of written notice from Buyer.

11.5 Post-Closing Reconciliation; Survival. If any proration made under this Section 11 is incorrect for any reason, then either party shall be entitled to an adjustment to correct such error. Any item that cannot be finally prorated because of the unavailability of information shall be tentatively prorated on the basis of the best data then available and reprorated when the information is available. Notwithstanding anything to the contrary herein, all reprorations contemplated by this Agreement shall be completed within one year after Closing. The covenants in this Section 11 shall survive Closing and shall not be deemed to have merged into any of the documents executed or delivered at Closing.

Section 12. Enforcement of this Agreement; Termination for Failure of Condition.

12.1 Default by Village. This Agreement pertains to the conveyance of real property, the unique nature of which is hereby acknowledged by the parties. Consequently, if Village refuses or fails without legal excuse to convey the Property to Buyer as and when required by this Agreement, or otherwise defaults in its obligations hereunder, then Buyer shall be entitled to pursue the following remedies (but without impairing express rights to attorneys' fees and costs and indemnities herein):

(a) Provided such action is brought within 120 days after Buyer obtains actual knowledge of Village's default, seek specific performance of Village's obligations under this Agreement. Buyer shall not be required to deposit or deliver the Purchase Price as a condition to any action for specific performance of this Agreement. In such event, Buyer shall be entitled to purchase the Property on the terms of this Agreement but shall not be entitled to monetary damages (except for attorney's fees and costs in accordance with Section 28); or

(b) (i) terminate this Agreement, whereupon neither party shall have any further rights, duties or obligations hereunder except as otherwise provided herein, (ii) receive a return of the Deposit, (iii) obtain a reimbursement from Village of Buyer's third-party out-of-pocket costs incurred in connection with Buyer's potential acquisition of the Property (including, but not limited to, legal fees, costs of environmental testing, inspection costs and other third party costs) in an amount not to exceed \$100,000.00 and (iv) receive payment of Buyer's attorney's fees and costs in accordance with Section 28. Notwithstanding the foregoing, if the remedy of specific performance is not available as a result of Village's voluntarily transferring the Property other than to Buyer in violation of this Agreement, then Village shall be liable to Buyer for Buyer's actual damages (not subject to the cap set forth in the preceding clause (iii) but specifically excluding indirect or consequential damages).

(c) Nothing in this Section 12.1 is intended to terminate any obligations that by their terms expressly survive a termination of this Agreement.

12.2 Default by Buyer. If Buyer fails without legal excuse to complete the purchase of the Property, Village shall as its sole and exclusive remedy (but without impairing express rights to attorneys' fees and costs and indemnities herein), be entitled to (a) terminate this Agreement, whereupon neither party shall have any further rights, duties or obligations hereunder except as otherwise provided herein; and (b) receive from Buyer as liquidated damages the Deposit. In no event shall Village be entitled to specific performance against Buyer for such failure. If the Closing fails to occur by reason of Buyer's default, then Village agrees that the damages that it would suffer thereby are difficult or impossible to determine. The parties agree that the Deposit is a reasonable estimate of such damages and shall be and constitute valid liquidated damages, and not a penalty, considering all circumstances that exist on the date of this Agreement, including: (1) the relationship of the foregoing sum to the range of harm that could reasonably be anticipated; and (2) the anticipation that proof of actual damages would be impracticable or extremely difficult to determine. This provision is not intended to apply to obligations that survive a termination of this Agreement.

12.3 Termination for Failure of Condition. If any of the conditions set forth in Section 5.1 or Section 5.2 are not satisfied or waived by the date provided in such condition, then the party entitled to benefit of such condition shall have the right to terminate this Agreement and the escrow provided for herein by giving written notice of such termination to the other party and to Escrow Holder. In the event of such termination (unless the failure of the condition is caused by a default by the other), all escrow and title charges shall be divided equally between the parties and this Agreement will be of no further force and effect. In such event, the parties shall have no further liability under this Agreement except as expressly set forth herein for matters expressly stated to survive termination of this Agreement.

If this Agreement is terminated because of the failure of a condition, all documents delivered to Escrow Holder shall be returned to the depositing party, and the Deposit shall be returned to Buyer.

For the avoidance of doubt, if any condition set forth in Section 5.1 or Section 5.2 in favor of a party is not satisfied because of the other party's default hereunder, the party entitled to the benefit of such condition shall have all rights and remedies available under this Article 12.

Section 13. Notices. All notices, demands, requests, consents and approvals that may, or are required to, be given by any party to any other party hereunder shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) sent by a nationally recognized overnight delivery service, (c) electronically transmitted via email with receipt confirmed, or (d) if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

If to Village: Village of Mount Pleasant  
c/o Kapur, Inc.  
1224 South Pine Street  
Burlington, WI 53105

Attn: Claude Lois, Senior Municipal Advisor  
email: clois@kapurinc.com

With a copy to: Alan H. Marcuvitz/Christopher R. Smith  
Von Briesen & Roper, s.c.  
411 East Wisconsin Avenue, Suite 1000  
Milwaukee, WI 53202  
email: [amarcuvitz@vonbriesen.com](mailto:amarcuvitz@vonbriesen.com) &  
[christopher.smith@vonbriesen.com](mailto:christopher.smith@vonbriesen.com)

If to Buyer: Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052-6399  
Attn: A.J. Steinbrecher  
email: [landnotice@microsoft.com](mailto:landnotice@microsoft.com)

With copies to: Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052-6399  
Attn: Corporate, External & Legal Affairs  
email: [MCIOCELA@microsoft.com](mailto:MCIOCELA@microsoft.com)

And to: Miller Starr Regalia  
1331 N. California Blvd., Suite 600  
Walnut Creek, CA 94596  
Attn: Hans Lapping, Esq.  
email: [hans.lapping@msrlegal.com](mailto:hans.lapping@msrlegal.com)

All notices shall be deemed given on the day such notice is delivered (or if refused, the date of such refusal) or transmitted by email (provided that confirmation of email transmission is before 5:00 p.m. on a Business Day, and, if after such time, then on the next Business Day) or on the third Business Day following the date such notice is mailed in accordance with this Section. Any notice given by counsel to a party shall have the same effect as if given by such party. The above addresses and phone numbers may be changed by written notice to be provided the other party in accordance with this Section 13; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. All notices may be given either by a party or by such party's attorneys.

Section 14. Intentionally deleted.

Section 15. Time of Essence. Time is of the essence of each and every provision of this Agreement.

Section 16. Governing Law; Jurisdiction. The construction, validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State in which the Property is located. In the event any action is brought to enforce any of the provisions of this



Agreement, the parties agree to be subject to the jurisdiction in the State in which the Property is located.

Section 17. Counterparts. This Agreement may be executed in two or more 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 Adobe Sign), and (b) any facsimile or .pdf signature.

Section 18. Rules of Construction. 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 determination by a court of competent jurisdiction that any term or provision of this Agreement is invalid or otherwise unenforceable shall invalidate or render unenforceable any other term or provision of this Agreement and all remaining provisions shall be enforced in accordance with their terms. 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. Any deletion of language from this Agreement prior to its execution by Buyer and Village shall not be construed to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse of the deleted language.

Section 19. Assignability. Buyer may assign its rights under this Agreement to any entity controlling, controlled by, or under common control with Buyer without Village's prior written consent; all other assignments by Buyer shall require the prior written consent of the Village, which may be withheld in the Village's sole discretion. Upon any assignment of this Agreement by Buyer, the original Buyer will not be released but shall remain jointly and severally liable with the assignee for all obligations under this Agreement.

Section 20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

Section 21. Modifications; Waiver. No waiver, 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, waiver, amendment, discharge or change is sought.

Section 22. Entire Agreement. This Agreement contains the entire agreement, including all of the exhibits attached hereto, between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations or statements, oral or written, are superseded hereby.

Section 23. Survival. The indemnities and agreements expressly stated herein to survive Closing or termination of this Agreement, including those contained in Section 8 (As-Is, Release), Section 9.12 (Development Matters), Section 11 (Costs and Prorations), Section 26 (Brokers), Section 28 (Attorneys' Fees), Section 29 (Confidentiality), the Access Agreement and the Confidentiality Agreement, shall survive the termination or expiration of this Agreement and shall survive the Closing. In addition, Section 7 (Representations and Warranties) shall survive Closing for the Survival Period except as otherwise provided in Section 7.4. The Access Agreement and the Confidentiality Agreement shall each survive in accordance with its terms, as the same maybe modified by this Agreement. Except for the foregoing provisions, all other agreements of the parties contained in this Agreement shall terminate upon Closing. Notwithstanding the foregoing, for avoidance of doubt, all representations, warranties and obligations contained in the Deed or any documents delivered by Village or Buyer at Closing shall survive Closing and shall not terminate at Closing. Village acknowledges that information about the Property is not confidential information of Village after the Closing.

Section 24. No Personal Liability of Officers or Directors; No Consequential Damages.

24.1 Village. Buyer acknowledges that this Agreement is entered into by Village as a legal entity and Buyer agrees that no individual officer, member, shareholder, employee or representative of Village shall have any personal liability under this Agreement.

24.2 Buyer. Village acknowledges that this Agreement is entered into by Buyer as a legal entity and Village agrees that no individual officer, director, member or representative of Buyer shall have any personal liability under this Agreement.

24.3 Consequential Damages. The parties acknowledge and agree that neither party be liable to the other party under this Agreement for any 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.

Section 25. No Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

Section 26. Brokers. Village and Buyer represent each to the other that each has had no dealings with any broker, finder or other party concerning Buyer's purchase of the Property. Each party agrees to indemnify and hold the other harmless from all Losses incurred by the indemnified party as a result of any Losses arising out of the acts of the indemnifying party for a commission, finder's fee or similar compensation made by any broker, finder or any party who claims to have dealt with the indemnifying party. The indemnities contained in this Section 26 shall survive the Closing or the termination of this Agreement.

Section 27. Computation of Time. 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. All times stated herein are by reference to the time zone in which the Property is located.

Section 28. Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement (including, without limitation, enforcement of any obligation to indemnify, defend or hold harmless), or because of an alleged dispute, default or misrepresentation in connection with any of the provisions of this Agreement, the substantially prevailing party shall be entitled to recover the reasonable attorneys' fees (including those in any bankruptcy or insolvency proceeding), accountants' and other experts' fees and all other fees, expenses and costs incurred in connection with that action or proceeding, in addition to any other relief to which it may be entitled.

Section 29. Confidentiality; Press Releases.

29.1 Generally. This Agreement and the transaction provided for herein shall be subject to the Confidentiality Agreement. Neither party shall terminate the Confidentiality Agreement before Closing or earlier termination of this Agreement notwithstanding any provision in the Confidentiality Agreement permitting a party to terminate it. In addition, notwithstanding provisions of the Confidentiality Agreement that may serve to limit such disclosure, Buyer shall have the right to disclose information concerning Buyer's proposed acquisition and intended development to the extent necessary in discussions with utility providers and governmental authorities having jurisdiction over the Property. Buyer also acknowledges that Village officials will not be authorized to execute and deliver this Agreement until it is approved by the Village Board at a duly noticed open meeting.

29.2 Press Releases. Neither Village nor Buyer shall at any time issue a press release or otherwise communicate with media representatives regarding this sale and purchase unless such release or communication has received the prior approval of the other party. Notwithstanding the foregoing, no Village Parties shall issue any press release or disclosures, whether "on the record" or "off the record," to any member of the press, any newsletter publisher, any real estate brokers or any trade publication, or otherwise publicize in any manner the transactions contemplated by this Agreement (collectively, "Press Release") before or after the Closing without Buyer's prior consent in its sole discretion. Further, Village agrees to refer all press inquiries to Buyer's public relations department (and Buyer will provide such contact information for that purpose prior to the Closing).

29.3 Draft Agreement. Without limiting the other terms of this Section 29, Buyer represents and warrants to Village that, prior to notice of this Agreement for approval at a Village Board meeting, Buyer deems the terms provided herein to be in draft which should remain confidential and exempt from public record requirements. Accordingly, if any third party requests a copy of this Agreement while in draft form or any materials derived herefrom, then Village shall provide notice to Buyer of Village's determination as to whether, under Wis. Stat. sec. 19.21 et. seq., this Agreement or materials derived herefrom must be made available. Upon receipt of such notice, Buyer shall have the right, at its discretion and sole cost, to seek a protective order or similar relief. If such protective order or other appropriate remedy is not sought or obtained by the time

period(s) by which any disclosure is required by Village, then Village shall furnish only that portion of this Agreement and materials derived herefrom that is deemed required or necessary in the opinion of Village's legal counsel. Village shall reasonably cooperate with Buyer's efforts to obtain assurances that confidential treatment will be accorded to this Agreement while in draft form.

Section 30. Further Assurances. The parties hereto agree to execute and deliver all such further assignments, endorsements and other documents and take all such further action as any party hereto may reasonably request from time to time in order to effectuate the terms, purposes and intent of this Agreement.

Section 31. Execution. If this Agreement is executed and dated solely by Buyer, then Buyer and Seller acknowledge and agree that such executed and dated Agreement shall not constitute an offer to purchase the Property and that no Agreement shall be binding on either party unless and until the Effective Date has occurred (i.e., Village has executed and delivered a dated counterpart of this Agreement to Buyer and Foxconn has executed and delivered the Foxconn Release to Escrow Holder). In such event, unless the Effective Date occurs on or before 5:00 p.m. Pacific Time, on that day which is ten (10) Business Day(s) after the date at which this Agreement is finally approved by the Village Board of Trustees, then Buyer shall have the right to revoke its signature at anytime prior to the Effective Date by delivering written notice of such election (which notice may be delivered by email notice alone).

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the last signature below.

**VILLAGE:**

VILLAGE OF MOUNT PLEASANT, a Wisconsin municipal corporation

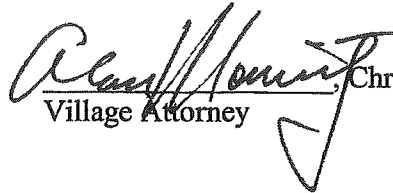
By:   
\_\_\_\_\_  
David DeGroot, Village President

Date: \_\_\_\_\_

By:   
\_\_\_\_\_  
Stephanie Kohlhagen, Village Clerk

Date: \_\_\_\_\_


Approved as to form:

  
\_\_\_\_\_  
Christopher R. Smith,  
Village Attorney

[Signatures continued on following page.]

**BUYER:**

**MICROSOFT CORPORATION, a Washington  
corporation**

**By:**   
**Name:** Aditya Dalmia  
**Its:** CVP  
**Date:** Mar 30, 2023

**EXHIBIT A**

**Legal Description of Property**

The following real property in the Village of Mount Pleasant, County of Racine, State of Wisconsin described as follows (subject to confirmation by Buyer and the Village):

**PARCEL 1:**

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, BOUNDED AS FOLLOWS: BEGIN AT THE NORTH 1/4 CORNER OF SAID SECTION; RUN THENCE SOUTH ALONG 1/4 SECTION LINE 292.58 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID SECTION 744.4 FEET; THENCE NORTH PARALLEL TO 1/4 SECTION LINE 292.58 FEET TO THE NORTH LINE OF SAID SECTION LINE; THENCE WEST ON SECTION LINE 744.4 FEET TO THE POINT OF BEGINNING. SAID LAND BEING IN THE VILLAGE OF MT. PLEASANT, COUNTY OF RACINE, STATE OF WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO. 151-03-22-33-007-000

ADDRESS: 9725 BRAUN ROAD, MOUNT PLEASANT, RACINE WI 53177

**PARCEL 2:**

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, BOUNDED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 33; RUN THENCE EAST ON THE NORTH LINE OF SAID SECTION 744.4 FEET TO A NAIL IN THE CENTER OF BRAUN ROAD AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE EAST 100.00 FEET TO A NAIL IN THE CENTER OF BRAUN ROAD; THENCE SOUTH 0° 47' EAST 205.00 FEET TO AN IRON PIPE; THENCE WEST 100.00 FEET TO AN IRON PIPE; THENCE NORTH 0° 47' WEST 205.00 FEET TO THE POINT OF BEGINNING. SAID LAND BEING IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO.: 151-03-22-33-008-000

ADDRESS: LAND ALONG BRAUN ROAD, MOUNT PLEASANT, RACINE WI 53177

**PARCEL 3:**

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, VILLAGE OF MT. PLEASANT, RACINE COUNTY, WISCONSIN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A STANDARD RACINE COUNTY MONUMENT MARKING THE NORTH 1/4 CORNER OF SECTION 33, RUN THENCE NORTH 89° 27' 21" EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION, 838.76 FEET TO A PK NAIL IN THE CENTER OF BRAUN ROAD AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE NORTH 89° 27' 21" EAST ALONG SAID NORTH LINE 233.00 FEET TO A PK NAIL; THENCE SOUTH 1° 15' 06" EAST, 204.87 FEET TO A FOUND IRON PIPE; THENCE SOUTH 89° 31' 54" WEST 233.00 FEET TO A FOUND IRON PIPE; THENCE NORTH 1° 15' 06" WEST 204.50 FEET TO THE POINT OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-009-000

ADDRESS: 9437 BRAUN ROAD, MOUNT PLEASANT, RACINE WI 53177

PARCEL 4:

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 33; RUN THENCE EAST ON THE NORTH LINE SAID SECTION 744.40 FEET; THENCE SOUTH 0° 47' EAST 205.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE EAST 333.00 FEET; THENCE SOUTH 0° 47' EAST 100.00 FEET; THENCE WEST 333.00 FEET; THENCE NORTH 0° 47' WEST, 100.00 FEET TO THE POINT OF BEGINNING. SAID LAND BEING IN THE VILLAGE OF MT. PLEASANT, RACINE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-010-000

ADDRESS: 9505 BRAUN ROAD, MOUNT PLEASANT, RACINE WI 53177

PARCEL 5:

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, BOUNDED AS FOLLOWS: BEGIN AT A P.K. NAIL ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 33, LOCATED SOUTH 89° 27' 21" WEST 1318.13 FEET FROM A RACINE COUNTY MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION; RUN THENCE SOUTH 01° 15' 06" EAST ON SAID EAST LINE 30 FEET TO A 1-5/8" DIAMETER IRON PIPE STAKE; CONTINUE THENCE SOUTH 01° 15' 06" EAST ON SAID EAST LINE 195.87 FEET TO A 1" DIAMETER IRON PIPE STAKE; THENCE SOUTH 89° 27' 21" WEST 246.10 FEET TO A 1" DIAMETER IRON PIPE STAKE; THENCE NORTH 01° 15' 06" WEST 195.87 FEET TO A 1" DIAMETER IRON PIPE STAKE; CONTINUE THENCE NORTH 01° 15' 06" WEST 30 FEET TO A P.K. NAIL IN THE NORTH LINE OF SAID SECTION 33; THENCE NORTH 89° 27' 21" EAST 246.36 FEET TO THE POINT OF BEGINNING. SAID LAND BEING IN THE VILLAGE OF MOUNT PLEASANT, COUNTY OF RACINE, STATE OF WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-010-001

ADDRESS: 9407 BRAUN ROAD, MOUNT PLEASANT, RACINE WI 53177

PARCEL 6:

PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 3 NORTH, RANGE 22 EAST OF THE 4TH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH 1° 20' 21" EAST 640.00 FEET ALONG THE EAST LINE OF SAID SECTION; THENCE SOUTH 88° 39' 39" WEST 360.00 FEET; THENCE SOUTH 1° 40' 24" WEST 190.26 FEET; THENCE SOUTH 5° 47' 09" WEST 120.93 FEET; THENCE SOUTH 88° 39' 39" WEST 310.00 FEET; THENCE SOUTH 1° 20' 21" EAST 380.00 FEET; THENCE NORTH 88° 39' 39" EAST 695.00 FEET TO THE EAST LINE OF SAID SECTION; THENCE SOUTH 1° 20' 21" EAST 652.71 FEET ALONG SAID EAST LINE; THENCE SOUTH 89° 14' 59" WEST 1323.41 FEET; THENCE NORTH 1° 11' 07" WEST 1987.41 FEET TO THE NORTH LINE OF SAID SECTION; THENCE NORTH 89° 27' 21" EAST 1318.13 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. SAID LAND BEING IN THE VILLAGE OF MT. PLEASANT, COUNTY OF RACINE AND STATE OF WISCONSIN.

EXCEPTING THEREFROM THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH,



RANGE 22 EAST, IN THE VILLAGE OF MT. PLEASANT, RACINE COUNTY, WISCONSIN DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33; RUN THENCE SOUTH 00° 07' 30" WEST 1330.00 FEET ALONG THE EAST LINE OF SAID SECTION 33 TO THE POINT OF BEGINNING OF THIS DESCRIPTION; RUN THENCE NORTH 89° 52' 30" WEST 695.00 FEET; THENCE SOUTH 00° 07' 30" WEST 379.99 FEET PARALLEL WITH THE EAST LINE OF SAID SECTION 33; THENCE SOUTH 89° 52' 30" EAST 215.00 FEET TO THE SOUTHWEST CORNER OF CERTIFIED SURVEY MAP (CSM) NO. 3000, A RECORDED MAP; THENCE NORTH 00° 07' 30" EAST 180.00 FEET ALONG THE WEST LINE OF SAID CSM TO THE NORTHWEST CORNER OF SAID CSM; THENCE SOUTH 89° 52' 30" EAST 480.00 FEET ALONG THE NORTH LINE OF SAID CSM TO THE EAST LINE OF SAID SECTION 33; THENCE NORTH 00° 07' 30" EAST 199.99 FEET ALONG THE EAST LINE OF SAID SECTION 33 TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM CERTIFIED SURVEY MAP NO. 3000 RECORDED SEPTEMBER 28, 2010 AS DOCUMENT NO. 2262840.

FOR INFORMATIONAL PURPOSES ONLY:  
TAX PARCEL NO: 151-03-22-33-001-001  
ADDRESS: 90TH STREET, MOUNT PLEASANT, RACINE WI 53403

PARCEL 7:

CERTIFIED SURVEY MAP NO. 1423 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RACINE COUNTY, WISCONSIN ON JUNE 27, 1989 IN VOLUME 4 OF CERTIFIED SURVEY MAPS, PAGE 414 AS DOCUMENT NO. 1286139, SAID CERTIFIED SURVEY MAP BEING PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 33, TOWN 3 NORTH, RANGE 22 EAST OF THE 4TH PRINCIPAL MERIDIAN, IN THE VILLAGE OF MOUNT PLEASANT, COUNTY OF RACINE, STATE OF WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:  
TAX PARCEL NO: 151-03-22-33-001-010  
ADDRESS: 4330 90TH STREET, MOUNT PLEASANT, RACINE, WI 53403

PARCEL 8:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH 1° 20' 21" EAST ALONG THE EAST LINE OF SAID SECTION 920.00 FEET, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 1° 20' 21" EAST ALONG SAID EAST LINE 220.00 FEET; THENCE SOUTH 88° 39' 39" WEST 365.00 FEET; THENCE NORTH 1° 20' 21" WEST 190.00 FEET; THENCE SOUTH 88° 39' 39" WEST 20.00 FEET; THENCE NORTH 5° 47' 09" EAST 120.93 FEET; THENCE NORTH 88° 39' 39" EAST 20.00 FEET; THENCE SOUTH 5° 27' 18" WEST 65.51 FEET; THENCE SOUTH 87° 21' 02" EAST 358.62 FEET TO THE POINT OF BEGINNING. SAID LAND BEING IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:  
TAX PARCEL NO: 151-03-22-33-003-000  
ADDRESS: 4408 90TH STREET, MOUNT PLEASANT, RACINE WI 53403

PARCEL 9:

PART OF THE NORTHEAST 1/4 OF SECTION 33, IN TOWNSHIP 3 NORTH, RANGE 22 EAST, LYING AND BEING IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN, AND BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING ON THE EAST LINE OF SAID 1/4 SECTION AT A POINT 1140.0 FEET SOUTH FROM THE NORTHEAST CORNER THEREOF; THENCE CONTINUE SOUTH ALONG AND UPON THE EAST LINE OF SAID 1/4 SECTION 40.00 FEET, THENCE WEST AT RIGHT ANGLES TO THE EAST LINE OF SAID 1/4 SECTION 300.00 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 40.0 FEET; THENCE EAST AT RIGHT ANGLES TO THE EAST LINE OF SAID 1/4 SECTION, 300.00 FEET AND TO THE POINT OF BEGINNING.

ALSO: PART OF THE NORTH 60 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, IN TOWNSHIP 3 NORTH, RANGE 22 EAST IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: BEGIN AT A POINT ON THE EAST LINE OF SAID SECTION 33 THAT IS LOCATED DUE SOUTH 1180.00 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 33; RUN THENCE DUE SOUTH 150.00 FEET ALONG THE EAST LINE OF SAID SECTION 33; THENCE DUE WEST 300.00 FEET; THENCE DUE NORTH 150.00 FEET PARALLEL TO THE EAST LINE OF SAID SECTION 33; THENCE DUE EAST 300.00 FEET TO THE EAST LINE OF SAID SECTION 33 AND TO THE POINT OF BEGINNING OF THIS DESCRIPTION. EXCEPTING THEREFROM THE EAST 33.00 FEET FOR PUBLIC HIGHWAY USE.

ALSO: PART OF THE NORTHEAST 1/4 OF SECTION 33, IN TOWNSHIP 3 NORTH, RANGE 22 EAST, LYING AND BEING IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN, AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING ON THE EAST LINE OF SAID 1/4 SECTION, 1140 FEET SOUTH 1° 20' 21" EAST FROM THE NORTHEAST CORNER THEREOF; THENCE SOUTH 88° 39' 39" WEST, 300 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 1° 20' 21" EAST, 190 FEET; THENCE SOUTH 88° 39' 39" WEST, 65 FEET; THENCE NORTH 1° 20' 21" WEST, 190 FEET; THENCE NORTH 89° 39' 39" EAST, 65 FEET TO THE POINT OF BEGINNING.

ALSO: PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH 1° 20' 21" EAST ALONG THE EAST LINE OF SAID SECTION 1330.00 FEET; THENCE SOUTH 88° 39' 39" WEST, 365.00 FEET, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88° 39' 39" WEST, 330.00 FEET, THENCE NORTH 1° 20' 21" WEST 380.00 FEET; THENCE NORTH 88° 39' 39" EAST 330.00 FEET; THENCE SOUTH 1° 20' 21" EAST 380.00 FEET TO THE POINT OF BEGINNING, SAID LAND LYING AND BEING IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-002-000

ADDRESS: 4424 90TH STREET, MOUNT PLEASANT, RACINE WI 53403

PARCEL 10:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33; RUN THENCE SOUTH 00° 07' 30" WEST 1330.00 FEET ALONG THE EAST LINE OF SAID SECTION 33 TO THE POINT OF BEGINNING OF THIS

DESCRIPTION; RUN THENCE NORTH 89° 52' 30" WEST 695.00 FEET; THENCE SOUTH 00° 07' 30" WEST 379.99 FEET PARALLEL WITH THE EAST LINE OF SAID SECTION 33; THENCE SOUTH 89° 52' 30" EAST 215.00 FEET TO THE SOUTHWEST CORNER OF CERTIFIED SURVEY MAP (CSM) NO. 3000, A RECORDED MAP; THENCE NORTH 00° 07' 30" EAST 180.00 FEET ALONG THE WEST LINE OF SAID CSM TO THE NORTHWEST CORNER OF SAID CSM; THENCE SOUTH 89° 52' 30" EAST 480.00 FEET ALONG THE NORTH LINE OF SAID CSM TO THE EAST LINE OF SAID SECTION 33; THENCE NORTH 00° 07' 30" EAST 199.99 FEET ALONG THE EAST LINE OF SAID SECTION 33 TO THE POINT OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-001-000

ADDRESS: 4436 90TH STREET, MOUNT PLEASANT, RACINE WI 53403

PARCEL 11:

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3000 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RACINE COUNTY, WISCONSIN ON SEPTEMBER 28, 2010 IN VOLUME 9 OF CERTIFIED SURVEY MAPS, PAGE 711 AS DOCUMENT NO. 2262840, SAID CERTIFIED SURVEY MAP BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MOUNT PLEASANT, COUNTY OF RACINE, STATE OF WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-001-020

ADDRESS: 4444 90TH STREET, MOUNT PLEASANT, RACINE WI 53403

PARCEL 12:

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE AS DESCRIBED IN VOLUME 560, PAGE 349 AS DOCUMENT NO. 616944: THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, DESCRIBED AS FOLLOWS:

BEGIN AT A POINT 675 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 SECTION 33; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 33 FOR A DISTANCE OF 165 FEET; RUN THENCE WEST A DISTANCE OF 165 FEET; RUN THENCE NORTH A DISTANCE OF 165 FEET; RUN THENCE EAST TO THE EAST LINE OF SECTION 33 AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

ALSO EXCEPTING THEREFROM LAND CONVEYED IN VOLUME 1544, PAGE 359 AS DOCUMENT NO. 1066608. SAID LAND BEING IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-004-000

ADDRESS: 4930 90TH STREET, MOUNT PLEASANT, RACINE WI 53403

PARCEL 13:

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, DESCRIBED AS FOLLOWS: BEGIN AT A POINT 675 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 33 FOR A DISTANCE OF 165 FEET; RUN THENCE WEST A DISTANCE OF 165 FEET; RUN THENCE NORTH A DISTANCE OF 165 FEET; RUN THENCE EAST TO THE EAST LINE OF SECTION 33 AND THE POINT OF BEGINNING OF THIS DESCRIPTION. SAID LAND BEING IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-005-000

ADDRESS: 4912 90TH STREET, MOUNT PLEASANT, RACINE WI 53403

PARCEL 14:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, LYING IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN AND DESCRIBED MORE COMPLETELY AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 33 AND RUN NORTH 01° 20' 21" WEST ALONG THE EAST LINE OF SAID SECTION 33 1321.77 FEET TO THE PLACE OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND, THENCE RUNS 89° 16' 00" WEST 435.62 FEET, THENCE NORTH 01° 20' WEST 200.00 FEET, THENCE NORTH 89° 16' 00" EAST 435.62 FEET TO THE EAST LINE OF SAID SECTION 33, THENCE RUN SOUTH 01° 20' 21" WEST ALONG THE EAST LINE OF SAID SECTION 33 A DISTANCE OF 200 FEET TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THE EASTERLY 33.00 FEET FOR THE PURPOSE OF A PUBLIC ROAD.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-005-001

ADDRESS: 4930 90TH STREET, MOUNT PLEASANT, RACINE WI 53403

PARCEL 15:

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, BOUNDED AS FOLLOWS: BEGIN AT A POINT ON THE EAST LINE OF AFORESAID SECTION 33, THAT IS 618.38 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH ALONG SAID EAST LINE 256.65 FEET; THENCE WEST 930.0 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 33, 256.65 FEET; THENCE EAST 930 FEET TO BEGINNING. AND ALSO THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, BOUNDED AS FOLLOWS: BEGIN AT A POINT ON THE EAST LINE OF AFORESAID SECTION 33 THAT IS 875.03 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH ALONG SAID EAST LINE 444.26 FEET; THENCE WEST 930 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 33, 444.26 FEET; THENCE EAST 930 FEET TO THE POINT OF BEGINNING. SAID LAND BEING IN THE VILLAGE OF MOUNT PLEASANT, COUNTY OF RACINE AND STATE OF WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-020-000

ADDRESS: 5138 90TH STREET, MOUNT PLEASANT, RACINE WI 53403

PARCEL 16:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, BOUNDED AS FOLLOWS: BEING AT A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4 OF SOUTHEAST 1/4 THAT IS 468.38 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; RUN THENCE NORTH ALONG SAID EAST LINE 150.00 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST 1/4, 930 FEET; THENCE SOUTH 150.00 FEET; THENCE EAST 930 FEET TO THE PLACE OF BEGINNING. SAID LAND BEING IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-021-000

ADDRESS: 5230 90TH STREET, MOUNT PLEASANT, RACINE WI 53403

PARCEL 17:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, BOUNDED AS FOLLOWS: BEGIN AT A POINT ON THE SOUTH LINE OF SAID SECTION LOCATED 330.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION; RUN THENCE WEST 310.00 FEET ON THE SOUTH LINE OF SAID SECTION; THENCE NORTH 0° 38' 36" WEST 468.38 FEET PARALLEL WITH THE EAST LINE OF SAID SECTION; THENCE EAST 310.00 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 0° 38' 36" EAST 468.38 FEET PARALLEL WITH THE EAST LINE OF SAID SECTION TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE SOUTH 33 FEET IN WIDTH FOR HIGHWAY PURPOSES. SAID LAND BEING IN THE VILLAGE OF MOUNT PLEASANT, COUNTY OF RACINE, STATE OF WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-022-000

ADDRESS: 9108 COUNTY LINE ROAD, MOUNT PLEASANT, RACINE WI 53177

PARCEL 18:

THAT PART OF THE EAST 930 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, BOUNDED AS FOLLOWS: BEING AT A POINT ON THE SOUTH LINE OF SAID SECTION, LOCATED 640.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION, RUN THENCE WEST 290.00 FEET ON THE SOUTH LINE OF SAID SECTION, THENCE NORTH 0° 38' 36" WEST 468.38 FEET PARALLEL WITH THE EAST LINE OF SAID SECTION; THENCE EAST 290.00 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 0° 38' 36" EAST 468.38 FEET PARALLEL WITH THE EAST LINE OF SAID SECTION TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE SOUTH 33.00 FEET IN WIDTH THEREOF FOR HIGHWAY PURPOSES. SAID LAND BEING IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-024-000

ADDRESS: 9144 COUNTY LINE ROAD, MOUNT PLEASANT, RACINE WI 53177

PARCEL 19:

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, EXCEPT THE EAST 930 FEET THEREOF; AND THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST.

SAID LAND BEING IN THE VILLAGE OF MOUNT PLEASANT, COUNTY OF RACINE AND STATE OF WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-019-000

ADDRESS: 9300 COUNTY LINE ROAD, MOUNT PLEASANT, RACINE WI 53177

PARCEL 20:

THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST. THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST. ALL THAT PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, LYING EAST OF AN EASTERLY LINE OF RIGHT OF WAY OF CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY.

EXCEPTING LAND PREVIOUSLY CONVEYED IN VOLUME 1390, PAGE 17 AS DOCUMENT NO. 1005487 AND DESCRIBED AS FOLLOWS: A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 22 EAST, RACINE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 33; THENCE NORTH 89° 21' 10" EAST 64.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89° 21' 10" EAST ALONG THE SOUTH LINE OF SECTION 33, 209.95 FEET; THENCE NORTH 0° 47' 50" WEST 306.13 FEET; THENCE SOUTH 88° 59' 10" WEST 205.18 FEET; THENCE SOUTH 0° 05' 50" WEST, TO THE PLACE OF BEGINNING. SAID LAND BEING IN THE VILLAGE OF MOUNT PLEASANT, COUNTY OF RACINE AND STATE OF WISCONSIN.

ALSO EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED IN QUIT CLAIM DEED RECORDED JANUARY 15, 2020 AS DOCUMENT NO. 2541195.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-011-000

ADDRESS: LAND ALONG COUNTY LINE ROAD, MOUNT PLEASANT, RACINE WI 53177

PARCEL 21:

THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, OF RANGE 22 EAST, EXCEPTING THEREFROM THAT PART CONVEYED TO THE RAILROAD BY DEED RECORDED IN VOLUME 57, PAGE 284 OF DEEDS, AS DOCUMENT NO. 57284 IN THE OFFICE OF THE REGISTER OF DEEDS FOR RACINE COUNTY, WISCONSIN, AND EXCEPTING THEREFROM LAND IN USE AND CONVEYED FOR PUBLIC HIGHWAYS.

ALSO EXCEPTING CERTIFIED SURVEY MAP NO. 3293 RECORDED MAY 16, 2018 IN VOLUME 10, PAGE 872 AS DOCUMENT NO. 2493789.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-013-000

ADDRESS: LAND ALONG BRAUN ROAD, MOUNT PLEASANT, RACINE WI 53177

PARCEL 22:

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 3 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A RACINE COUNTY MONUMENT MARKING THE NORTH 1/4 CORNER OF SAID SECTION 33, RUN THENCE SOUTH 1° 01' 56" EAST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 291.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE SOUTH 1° 01' 56" EAST ALONG SAID WEST LINE 1701.12 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID 1/4 SECTION; THENCE NORTH 89° 14' 59" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID 1/4 SECTION 1323.41 FEET TO THE SOUTHEAST CORNER OF SAID NORTH 1/2; THENCE NORTH 1° 11' 08" WEST 1987.41 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 89° 27' 21" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 246.36 FEET; THENCE SOUTH 1° 15' 06" EAST 304.87 FEET; THENCE SOUTH 89° 31' 54" WEST 333.00 FEET; THENCE NORTH 1° 15' 06" WEST 12.42 FEET; THENCE SOUTH 89° 31' 54" WEST 739.64 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM LANDS CONVEYED IN WARRANTY DEED RECORDED ON APRIL 16, 1979 IN VOLUME 1500, PAGE 290 AS DOCUMENT NO. 1049778. SAID LAND BEING IN THE VILLAGE OF MOUNT PLEASANT, COUNTY OF RACINE, AND STATE OF WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO: 151-03-22-33-006-000

ADDRESS: 4217 COUNTY HIGHWAY H, MOUNT PLEASANT, RACINE WI 53177

[End of Description]

## EXHIBIT A-1

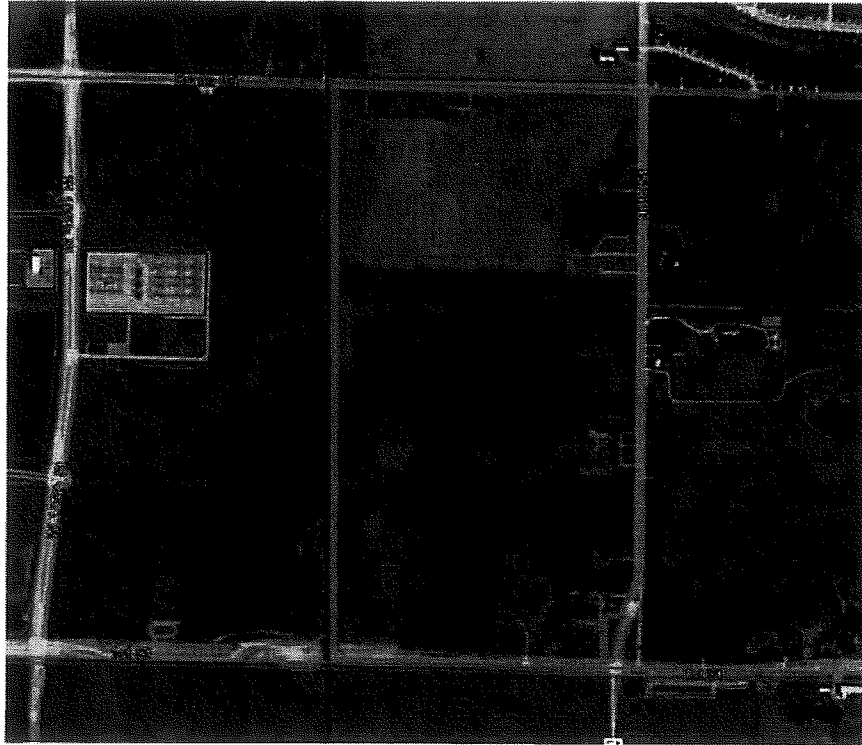
### Land Parcel Numbers

Owner	Parcel Number
Village of Mount Pleasant	151-0322330070000
Village of Mount Pleasant	151-0322330080000
Village of Mount Pleasant	151-0322330090000
Village of Mount Pleasant	151-032233010000
Village of Mount Pleasant	151-032233010001
Village of Mount Pleasant	151-032233001001
Village of Mount Pleasant	151-032233001010
Village of Mount Pleasant	151-032233003000
Village of Mount Pleasant	151-032233002000
Village of Mount Pleasant	151-032233001000
Village of Mount Pleasant	151-032233001020
Village of Mount Pleasant	151-032233004000
Village of Mount Pleasant	151-032233005000
Village of Mount Pleasant	151-032233005001
Village of Mount Pleasant	151-032233020000
Village of Mount Pleasant	151-032233021000
Village of Mount Pleasant	151-032233022000
Village of Mount Pleasant	151-032233024000
Village of Mount Pleasant	151-032233019000
Village of Mount Pleasant	151-032233011000
Village of Mount Pleasant	151-032233013000
Village of Mount Pleasant	151-032233006000



**EXHIBIT B**

**Site Plan**



**EXHIBIT C**

**Form of Deed**

[See Attached]

WARRANTY DEED

Document Number

Document Name

THIS DEED, made between \_\_\_\_\_
\_\_\_\_\_,
\_\_\_\_\_, ("Grantor," whether one or more),
and \_\_\_\_\_
\_\_\_\_\_, ("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following
described real estate, together with the rents, profits, fixtures and other
appurtenant interests, in \_\_\_\_\_ County, State of
Wisconsin ("Property") (if more space is needed, please attach addendum):

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

This \_\_\_\_\_ homestead property.
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except:

Dated \_\_\_\_\_

\_\_\_\_\_, (SEAL) \_\_\_\_\_ (SEAL)
\* \_\_\_\_\_ \*

\_\_\_\_\_, (SEAL) \_\_\_\_\_ (SEAL)
\* \_\_\_\_\_ \*

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) \_\_\_\_\_

authenticated on \_\_\_\_\_

\* \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
\_\_\_\_\_
\_\_\_\_\_

STATE OF WISCONSIN )
) ss.
\_\_\_\_\_ COUNTY )

Personally came before me on \_\_\_\_\_,
the above-named \_\_\_\_\_

to me known to be the person(s) who executed the
foregoing instrument and acknowledged the same.

\* \_\_\_\_\_

Notary Public, State of Wisconsin
My Commission (is permanent) (expires: \_\_\_\_\_)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
WARRANTY DEED STATE BAR OF WISCONSIN FORM No. 1-2003

\*Type name below signatures.

EXHIBIT A TO DEED

Legal Description

**EXHIBIT B TO DEED**

**Exceptions**

(to be added prior to the end of the Inspection Period)

**EXHIBIT D**

**Form of General Assignment**

**GENERAL ASSIGNMENT**

This General Assignment is entered into as of \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between Village of Mount Pleasant, a Wisconsin municipal corporation ("Village"), and Microsoft Corporation, a Washington corporation ("Buyer"). Village and Buyer are parties to that certain Purchase and Sale Agreement dated \_\_\_\_\_, 2023 (the "Purchase Agreement") for the sale of property located in Racine County, Wisconsin described in the Purchase Agreement (the "Property"). Capitalized terms used herein shall have the meanings given in the Purchase Agreement. Pursuant to the Purchase Agreement, for valuable consideration, the sufficiency and the receipt of which is hereby acknowledged, Village hereby grants, bargains, sells, conveys, transfers and assigns to Buyer the following personal property (the "Personal Property"): All of Village's right, title and interest in and to all assignable existing permits, licenses, approvals and authorizations issued by any governmental authority in connection with the Property (collectively, the "Intangibles").

This General Assignment is made without recourse or warranty whatsoever except that Village owns the Personal Property free and clear of all liens, exceptions, and encumbrances except the lien for property taxes not yet delinquent.

**VILLAGE:**

VILLAGE OF MOUNT PLEASANT, a Wisconsin corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A to General Assignment**

**List of Intangible Property**

*[To be completed prior to expiration of Inspection Period]*

## **EXHIBIT E**

### **List of Reports Delivered to Buyer**

- Appraisal of Land
- Storm Water Management Report (4/13/2018)
- 24.9 kV Electric Distribution Infrastructure
- Acreage Map
- EITM Natural Gas Distribution
- EITM Zone Electric Map
- Fiber Map
- Lakeshore Service Area Natural Gas Service
- Natural Gas Facilities
- Permit timelines (based on Foxconn planning)
- Project Reindeer Deck (overview of the area)
- Sanitary Sewer System Map
- Utility Corridor Map
- Water Main Map
- Well location and depth of bedrock



**EXHIBIT F**  
**Form of Transmission Line Easement**

**ELECTRIC TRANSMISSION LINE EASEMENT**

Wis. Stat. Sec. 182.017(7)

Not subject to Wis. Stat. § 77.22(1)

The undersigned Grantor, **Village of Mount Pleasant**, (hereinafter called the "Grantor"), in consideration of Grantee paying an amount equal to \$56,550 per acre of the Perpetual Easement Strip within thirty (30) days following recording and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **American Transmission Company LLC**, a Wisconsin limited liability company, its manager **ATC Management Inc.**, a Wisconsin corporation, (hereinafter jointly referred to as "Grantee"), their successors, assigns, licensees and managers, the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol a line of structures, comprised of wood, concrete, steel or of such material as Grantee may select, and wires, including associated appurtenances for the transmission of electric current, together with communication signals and equipment restricted solely for the purpose of electric utility communication, upon, in, over and across property owned by the Grantor in the **Village of Mount Pleasant, County of Racine, State of Wisconsin**, described as follows:

[LANGUAGE TO BE PROVIDED AND CONFIRMED BY SURVEY]

The easement has the following specifications:

**EASEMENT STRIP:**

[LANGUAGE TO BE PROVIDED AND CONFIRMED BY SURVEY]

**TRANSMISSION STRUCTURES:**

Type: Monopole

Number: ?????

Maximum height above existing ground level: ??????

**TRANSMISSION LINES:**

Maximum nominal voltage: 345kV

Number of circuits: 4

Number of conductors: 12

Number of static wires: 4

Minimum height above existing landscape (ground level) ?????

Recording Area

Name and Return

Parcel Identification

The Grantee is also granted the associated necessary rights to:

- 1) Enter upon the easement strip for the purposes of exercising the rights conferred by this easement.
- 2) Construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol the above described facilities and other appurtenances that the Grantee deems necessary.
- 3) Trim, cut down and remove any or all brush, trees, and overhanging branches now or hereafter existing on said easement strip.
- 4) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of the Grantor located outside of said Perpetual Easement Strip that in Grantee's judgment, may interfere with Grantee's full use of the Perpetual Easement Strip for the purposes stated herein or that pose a threat to the safe and reliable operation of the Electric Transmission Facilities; together with the right, permission and authority to enter in a reasonable manner upon the property of the Grantor adjacent to said Perpetual Easement Strip for such purpose.

The Grantee shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than brush and trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.

Grantor, for itself, its successors and assigns, agrees that it will not locate any dwelling or mobile home intended for residential occupancy within the limits of the easement strip. Grantor, for itself, its successors and assigns, further agrees that within the limits of the easement strip it will not construct, install, or erect any structures or fixtures, including but not limited to swimming pools, construct any non-residential type buildings, or store any inflammable goods or products, plant trees or shrubs, place water, sewer or drainage facilities, or change the grade more than one (1) foot without first securing the prior written consent of the Grantee, which shall not be unreasonably withheld, conditioned or delayed. Paved or graveled roadway, or parking areas are generally acceptable to the Grantee after approval of Grantor's plans. Grantee's review is to ensure compliance with this easement, Wisconsin State Electrical Code, and National Electrical Safety Code.

It is understood and agreed that Grantor shall have the right to install, maintain and repair any underground utilities in the Perpetual Easement Strip. However, Grantor agrees that it will not install, maintain, repair or otherwise work on said utilities, without Grantee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

The parties hereto do hereby agree to the terms and conditions set forth in Exhibit "A" attached hereto and incorporated herein. The term "utility" on said Exhibit "A" shall mean Grantee. The term "landowner" on said Exhibit "A" shall mean Grantor.

Grantor warrants and represents that Grantor has clear, merchantable, fee simple title to said property, and that Grantor knows of no claim, pending contract for sale, or negotiation for such contract of sale for any of the lands described herein.

This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

WITNESS the signature(s) of the Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Village of Mount Pleasant**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN        )  
  ) SS  
COUNTY OF                    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2018, the above named \_\_\_\_\_ as \_\_\_\_\_, and to the above named \_\_\_\_\_ as \_\_\_\_\_ of the **Village of Mount Pleasant**, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

Notary Public, State of Wisconsin

My Commission expires (is) \_\_\_\_

This instrument was drafted by Debra Zimmermann and checked by Diane Marcell on behalf of American Transmission Company, PO Box 47, Waukesha, WI 53187-0047.

EXHIBIT "A"

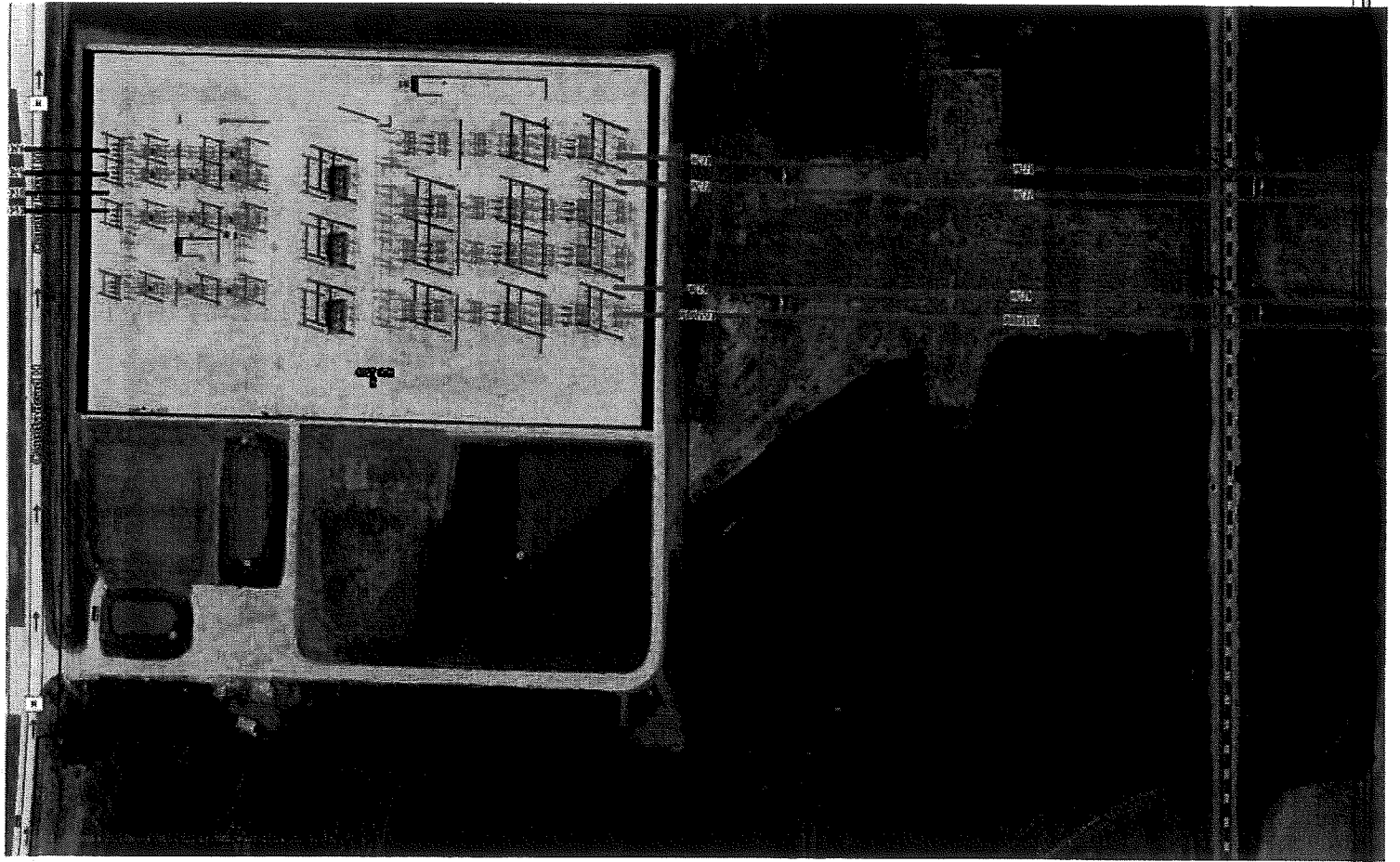
[Wis. Stat. Sec. 182.017(7)]

- (c) In constructing and maintaining high-voltage transmission lines on the property covered by the easement, the utility shall:
1. If excavation is necessary, ensure that the topsoil is stripped, piled and replaced upon completion of the operation.
  2. Restore to its original condition any slope, terrace, or waterway, which is disturbed by the construction or maintenance.
  3. Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
  4. Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
  5. Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.
  6. Repair any drainage tile line within the easement damaged by such construction or maintenance.
  7. Pay for any crop damage caused by such construction or maintenance.
  8. Supply and install any necessary grounding of a landowner's fences, machinery or buildings.
- (d) The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the landowner shall receive from the utility a reasonable amount for such services.

\_\_\_\_\_ The foregoing statement notwithstanding, the Landowner, by INITIALING IN THE SPACE AT LEFT, hereby grants written consent to the Utility to use HERBICIDAL chemicals for weed and brush control.

- (e) The Landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the Landowner fails to do so, the Landowner shall nevertheless retain title to all trees cut by the utility.
- (f) The Landowner shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.
- (g) The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.
- (h) The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the landowner.

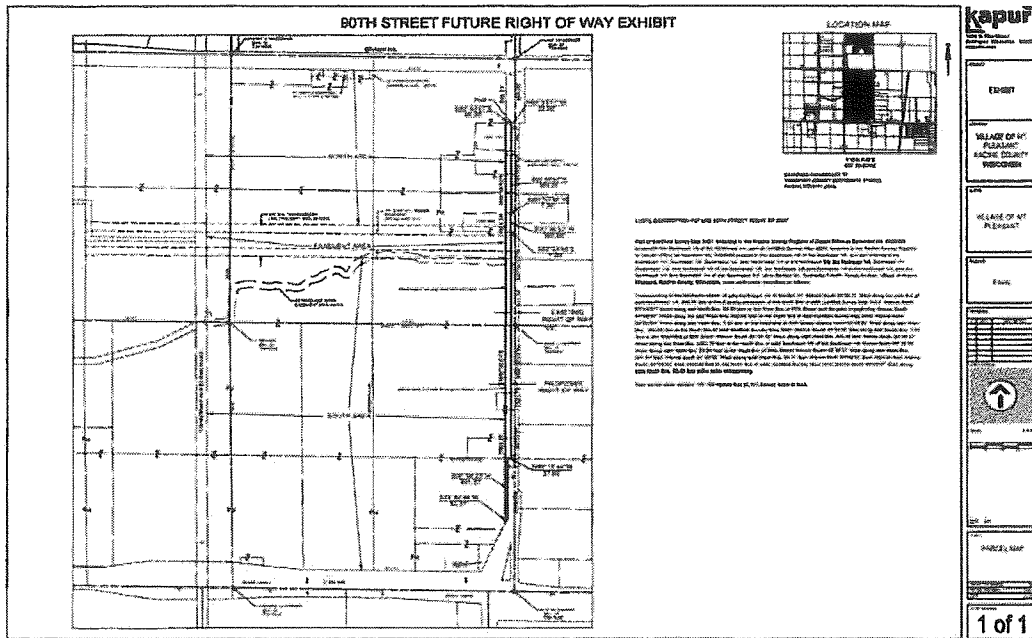
\_\_\_\_\_ The foregoing statement notwithstanding, the Landowner, BY INITIALING IN THE SPACE AT LEFT, hereby grants its written consent for the Utility to use any land beyond the boundaries of the easement for ingress and egress for personnel, equipment and vehicles during construction and maintenance activities.



**EXHIBIT G**  
**List of Additional Easements and Rights Needed over Remainder of Area III**

None

# EXHIBIT H 90TH STREET FUTURE RIGHT OF WAY













# P.20509 Milwaukee Land VMP Purchase and Sale Agreement

Final Audit Report

2023-03-30

Created:	2023-03-30
By:	Microsoft CO+I Land and Energy Contracting (COILandEnergy@microsoft.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAkvGXINvk4qyPiAKNr8Ves4JsPnffzyqK

## "P.20509 Milwaukee Land VMP Purchase and Sale Agreement" History


-  Document created by Microsoft CO+I Land and Energy Contracting (COILandEnergy@microsoft.com)  
2023-03-30 - 5:16:32 PM GMT- IP address: 13.67.236.125
-  Document emailed to AJ Steinbrecher (ansteinb@microsoft.com) for approval  
2023-03-30 - 5:20:10 PM GMT
-  Email viewed by AJ Steinbrecher (ansteinb@microsoft.com)  
2023-03-30 - 5:21:36 PM GMT- IP address: 104.47.54.254
-  Document approved by AJ Steinbrecher (ansteinb@microsoft.com)  
Approval Date: 2023-03-30 - 5:22:25 PM GMT - Time Source: server- IP address: 131.107.1.206
-  Document emailed to Amy Hughes (CELA) (amyhughes@microsoft.com) for approval  
2023-03-30 - 5:22:28 PM GMT
-  Email viewed by Amy Hughes (CELA) (amyhughes@microsoft.com)  
2023-03-30 - 5:22:57 PM GMT- IP address: 104.47.54.254
-  Document approved by Amy Hughes (CELA) (amyhughes@microsoft.com)  
Approval Date: 2023-03-30 - 5:23:25 PM GMT - Time Source: server- IP address: 131.107.159.46
-  Document emailed to Catherine Fisher (cafishe@microsoft.com) for approval  
2023-03-30 - 5:23:28 PM GMT
-  Email viewed by Catherine Fisher (cafishe@microsoft.com)  
2023-03-30 - 5:25:35 PM GMT- IP address: 104.47.54.254
-  Document approved by Catherine Fisher (cafishe@microsoft.com)  
Approval Date: 2023-03-30 - 5:34:28 PM GMT - Time Source: server- IP address: 131.107.1.129



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2023-03-30 - 5:35:14 PM GMT- IP address: 104.47.54.254

 Document approved by Arvin Sukhija (arsukhij@microsoft.com)

Approval Date: 2023-03-30 - 5:41:37 PM GMT - Time Source: server- IP address: 172.58.181.71

 Document emailed to Aditya Dalmia (adalmia@microsoft.com) for signature

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 Email viewed by Aditya Dalmia (adalmia@microsoft.com)

2023-03-30 - 6:28:04 PM GMT- IP address: 131.107.8.56

 Document e-signed by Aditya Dalmia (adalmia@microsoft.com)

Signature Date: 2023-03-30 - 6:28:21 PM GMT - Time Source: server- IP address: 131.107.8.56

 Agreement completed.

2023-03-30 - 6:28:21 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.




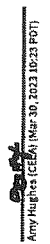


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**MICROSOFT INTERNAL ROUTING FORM**  
Microsoft Corporation (cc 1010)

**Important Notes:**

- if **DECLINING** to sign, please provide reason for declining.
- This form and associated Contract/Change Order formalizes approval from the Authorized Microsoft SAP PS PR/PO SAFE Approver, based upon MS Corporate Policy, and/or Microsoft Authorized Signor.
- The Supplier Authorized Signor and Microsoft Authorized Signor will e-sign the contractual document (i.e., signature line on the contract).
- **International Transactions:** SAP PS PR/PO SAFE approves Internal Routing form Only; Country Authorized Signatory executes contract.
- **Wet Signature:** Internal approval required before execution of contract.

Routing Order	Microsoft Internal Approver(s)	Approver Name	Signature	Date Signed
1	IPA Regional Lead	AJ Steinbrecher	 AJ Steinbrecher (Mar 30, 2023 10:23 PDT)	Mar 30, 2023
2	CELA	Amy Hughes (CELA)	 Amy Hughes (CELA) (Mar 30, 2023 10:23 PDT)	Mar 30, 2023
3	IPA Global Acquisition Director	Catherine Fisher		Mar 30, 2023
4	IPA Supply Strategy Director	Arvin Sukhija	 Arvin Sukhija (Mar 30, 2023 10:41 PDT)	Mar 30, 2023

**CONTRACT VALUE:** \$400,000.00

**CURRENCY:** USD

**COMPASS:** US-PA-009445

**Processed By:** Maria Jose Margalef

**TOTAL CONTRACT VALUE:** \$50,085,000.00

**US ROUTING:** Routing to capture Microsoft signatories only, seller will wet sign

**INTERNATIONAL ROUTING:** WET SIGNATURE REQUIRED - Document will be wet signed by Country Authorized Signatory upon Internal Approval