

**PRE-ANNEXATION
AGREEMENT**

for

[PROJECT GREATER MADISON]

between

QTS Madison I, LLC, DEVELOPER

and

THE VILLAGE OF DEFOREST

Context Map

DRAFT

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THIS PRE-ANNEXATION AGREEMENT (the “Agreement”) is made and entered into effective on the date executed by the second party to sign below by and between QTS Madison I, LLC, a Delaware limited liability company and/or its successors and assigns (hereinafter “Developer”) and the Village of DeForest, a Wisconsin municipal corporation located in Dane County, Wisconsin (hereinafter “Village”).

WHEREAS, Developer has contracted (or intends to contract) to acquire fee simple title to approximately 1,570 acres of primarily vacant land currently located in the Town of Vienna, Dane County, Wisconsin (“Town”), as generally depicted on the Context Map above (hereinafter “Property”); and

WHEREAS, Developer intends to annex the Property into the Village boundaries and subsequently acquire, develop, construct and operate a data center campus and related improvements on substantially all of the Property (hereinafter “Development”). A preliminary site plan of the Development is generally depicted on the “Development Map” above; and

WHEREAS, the Developer estimates that the Development represents a private investment of approximately \$12 billion with estimated construction costs of approximately \$[] and the Developer agrees that the post-development minimum assessable value of the Development will be not less than \$1.2 billion; and

WHEREAS, the Village is a Wisconsin municipal corporation with authority to enter into this Agreement, to adopt annexation ordinances under Wisconsin Statute section 66.0217 and to approve zoning amendments, conditional use permits and issue other zoning approvals under Wisconsin Statute sections 61.351(4)(a) and 62.23(7); and

WHEREAS, upon annexation of the Property and compliance with this Agreement, the proposed Development will further the Village’s planning objectives, will encourage desirable and sustainable businesses and job development, will substantially increase the tax base of the Village, and will promote and enhance the general welfare of the Village and its residents; and

WHEREAS, the Village will consider the development, construction, operation and use of the Development on substantially all of the Property in its ordinary course of governmental approvals and in the exercise of ordinary governmental discretion, subject to the provisions of applicable law, including applicable DeForest Municipal Code (hereinafter the “Ordinances”); and

WHEREAS, the Village and Developer acknowledge necessary governmental approvals for the Development include annexation, comprehensive plan amendment, rezoning, conditional use permits, Urban Service Area amendment, site plans, right of way encroachment and utilities permits, certified survey maps, and any other required Village and governmental approvals; and

WHEREAS, in order to mitigate potential negative impacts of the Development on the Village and surrounding communities, to induce the Village to approve the annexations and development approvals, and to assure that the Development will be a significant benefit to the local community, the Developer is willing to commit to various obligations beyond the minimum requirements of applicable ordinances with the intent that the Village may rely thereon; and

WHEREAS, the Village and Developer desire to enter into this Agreement to clarify their respective obligations in connection with the necessary governmental approvals for the Development, in accordance with the terms of this Agreement.

NOW, THEREFORE, the Developer and the Village hereby agree as follows:

Section 1. Reimbursement of Village Expenses.

In addition to the Agreement Related to Reimbursement for Development Review Services executed by Developer on October 20, 2025 and attached hereto (the “Reimbursement Agreement”), the Developer shall reimburse the Village its costs and expenses in connection with this Agreement and the Village’s review and determination of the various applications for governmental approvals necessary to develop, construct and operate the Development on substantially all of the Property, including costs incurred in the dissemination of information to the public deemed appropriate by the Village, costs in analyzing the fiscal, environmental, energy, traffic and other impacts of the Development, and including all reasonable costs incurred by the Village in defending any legal action filed to challenge any approval of the Development ultimately granted by the Village.

Section 2. Government Approvals.

The parties acknowledge that the Village cannot contract away its governmental powers and that certain approvals may require issuance by or cooperation from government bodies external to the Village. The parties also acknowledge that, to be able to develop, construct and operate the Development as intended, Developer must obtain all of the governmental approvals described in this Agreement, including but not limited to, annexation, comprehensive plan amendment, Urban Service Area amendment, rezoning, conditional use permits, site plans, right of way encroachment and utilities permits, certified survey maps, building permits, occupancy permits and any other typically-required Village approvals. Developer may seek to obtain any or all of the governmental approvals required for the Development in one or more phases.

Subject to the applicable Ordinances and other applicable laws, the Village shall use its good faith efforts to consider any necessary governmental approvals on a timely basis for the Development. In furtherance of the foregoing, upon receipt of complete application submissions and the payment of the Village--required fees or expenses from Developer, the Village agrees to promptly review and process the same including without limitation promptly placing any such approvals on the necessary Village body’s agenda and scheduling any required public hearings in accordance with its established submittal deadlines and review process. Upon the issuance of all governmental approvals set forth above and in Section 3 below, the Village acknowledges and agrees that the Developer and its successors and assigns will have vested rights to develop, construct and operate the Development on substantially all of the Property, subject to generally applicable Village ordinances, agreements entered into governing the Development and any conditions of any such approvals.

In connection with the governmental approvals set forth below, the parties shall be obligated as follows:

- (A) **Annexation.** The owners of the Property have filed a petition to annex the Property to the Village voluntarily and of its own accord. Developer seeks annexation to make Village services (including zoning) available, feasible and affordable at the Property. The Village has not required annexation of the Property or adjacent lands; in no way has the Village influenced or induced Developer to annex any portions of the Property and/or adjacent lands to the Village, and the Village has made no promises or given any assurance that the annexation will be approved. Subject to applicable Ordinances, Wis. Stats. §66.0217 and other applicable laws, the Village will consider adoption of an ordinance annexing the Property. In the event the annexation is approved, the Developer will reimburse, on an annual basis, the payments required by the Village to the Town of Vienna pursuant to Wis. Stats. §66.0217(14)(a). Such payment shall be made not later than thirty (30) days after receipt of an invoice from the Village.
- (B) **Initial Land Use and Zoning Approvals.** The parties acknowledge that the Development requires an amendment to the Village's comprehensive plan, rezoning of the Property and a conditional use permit(s) to accommodate the Development and Developer's intended use of substantially all of the Property. As such, subject to applicable Ordinances and other applicable laws and Village application submittal requirements, prior to or simultaneously with the Village's review and approval of annexation of the Property, the Village shall consider (i) a comprehensive plan amendment to modify, among other things, the Property's land use designation to Industrial and Business Park, Mixed or Flex Commercial/Industrial, and Park and Environmental Corridor to accommodate the Development on substantially all of the Property, (ii) rezoning substantially all of the Property to the Village's M-2 General Industrial District ("M-2 District") as set forth in § 15.12 of the Ordinances to accommodate the Development on the applicable portions of the Property and rezoning the portions of the Property that will not be included in the Development to the Village's M-1 General Industrial District ("M-1 District") as set forth in § 15.12 of the Ordinances and RH-1 Rural Housing District (RH-1 District") as set forth §15.10 of the Ordinances to accommodate both existing uses and those desired by the owners of such lands, and (iii) a conditional use permit consistent with §§ 15.12 and 15.16 of the Ordinances for Developer's proposed electric power and substations and any renewable power generation to be utilized for the Development provided, however, that a decision on a conditional use permit may be postponed until a site plan is submitted and approved.

The Village acknowledges and agrees that Developer's intended use of substantially all of the Property, as represented to the Village as of the effective date of this Agreement, is mostly permitted by right within the M-2 District and that the only conditional use permit required for the Development is for Developer's proposed electric power substations. Developer intends to designate a portion of the Property to conservation and recreations/park purposes and to preserve and restore within such portion no fewer than 40 acres of wetland in accordance with, and subject to the final engineering of, a plan prepared by a wetland ecologist or similar professional and approved by the Village. Notwithstanding the foregoing, the currently unanticipated addition of outdoor storage or other features to the

Development may also require conditional use approval, and nothing in this Agreement shall be construed as a waiver of any such Ordinance requirements.

Section 3. Village Cooperation.

If the annexation of the Property is approved, the Village shall cooperate with and assist Developer in seeking and obtaining permits and approvals from all other governmental authorities with jurisdiction over the Property in connection with Developer's development and use of the Development as proposed, including, but not limited to approvals from the Capital Area Regional Planning Commission ("CARPC"), the Wisconsin Department of Natural Resources ("WDNR"), Madison Metropolitan Sewerage District ("MMSD"), the Public Service Commission of Wisconsin ("PSCW"), the Wisconsin Department of Administration, the Dane County Highway Department and the Wisconsin Department of Revenue.

The parties specifically acknowledge that the extension of water and sewerage service to the Property requires approval of an Urban Service Area amendment to the Property from the WDNR (following CARPC recommendation) and annexation of the Property into the MMSD service area by MMSD. Approval from PSCW may also be required for certain water system improvements to serve the Development. The Village must be the applicant for such approvals and acknowledges and agrees, subject to applicable Ordinances and other applicable laws, to promptly make such filings necessary for, and pursue, such approvals from CARPC, MMSD and PSCW if the annexation is approved.

Section 4. Development Feasibility.

The Village specifically acknowledges that Developer is currently evaluating the feasibility of the Development and that this Agreement does not create an obligation for Developer and its successors and assigns to develop, construct and operate the Development. Accordingly, in the event that Developer elects not to acquire or otherwise terminates the purchase and sale agreements for any parcels comprising all or a portion of the Property, then Developer may choose, in Developer's sole and absolute discretion, to provide written notice to the Village requesting that any governmental approvals issued for the portions of the Property identified in Developer's notice be declared null and void and the Village shall, in good faith, and subject to all applicable laws and Village Ordinances and the reasonable exercise of its governmental discretion, consider terminating, reversing and/or unwinding such governmental approvals (including annexation and Urban Service Area amendment) as to property owners so requesting and any additional lands included in the annexation as it may determine to be appropriate to promote sound land use planning. The parties acknowledge that the Village's ability to detach properties would require approval by the Town of Vienna. In the event such a notice is provided by Developer, all obligations of the Village and Developer under this Agreement shall terminate with respect to portions of the Property detached or not annexed, provided that all obligations under the Reimbursement Agreement shall remain in place.

Section 5. Development Agreement Required.

In the event that Developer elects to acquire the Property and determines, in its sole discretion, to undertake the Development, Developer agrees that as a condition to zoning approvals and prior to

any approval of land division, or approval of any building permits for the Development, a recordable Development Agreement shall be negotiated, approved and executed by the parties hereto and thereafter shall be complied with by Developer, its successors and assigns and, with respect to operational restrictions, by all tenants and other users of the Development. The Development Agreement shall address the following issues and include the following obligations. The specific details of each commitment shall be negotiated and further specified in a definitive Development Agreement to be executed by both parties.

- (A) Public Infrastructure Improvements** – A commitment that the Developer will construct and install all public infrastructure improvements determined by the Village to be necessary to serve the Development and its construction, including, but not limited to all water and sewer system improvements and roadway improvements, all of which shall be constructed or installed by the Developer at the Developer’s sole expense. The terms governing such construction shall be consistent with the Village’s customary infrastructure development agreement, the Village’s Design and Construction Guidelines for Public Works Construction and Village Ordinances.
- (B) Utility Operating Expenses** – In any year that Developer operates the Development, Developer shall provide funds annually as reasonably determined by the Village to reimburse the Village for all operational costs to operate and maintain the necessary water pressure booster stations and sanitary sewerage pumping stations associated with utility improvements necessary to serve the Development.
- (C) Utility Rate Stabilization Fund** – In any year that Developer operates the Development, Developer shall commit to make annual payments to the Village of an amount necessary to offset any disproportionate burden caused by the Development to the Village’s water, sewer, and stormwater utilities that would otherwise cause an increase in the rates charged by those utilities relative to the rates in effect prior to operation of the Development.
- (D) Renewable Energy** – The Developer shall commit to obtain at least 45% of its electric energy needs from solar, wind or other renewable energy generation sources for such time as the Development, or any part thereof, is in operation as a data center campus. Village acknowledges that Developer has purchased 750 MWs of renewable energy credits to support wind and battery projects which shall be included in the above percentage. Developer also shall consider on-site solar power generating facilities to supply a portion of its energy usage which, if provided, shall be included within the above percentage. Developer shall provide the Village copies of all reports that relate to energy usage by the Development that Developer provides to the Wisconsin Economic Development Corporation and PSCW while the Development is in operation.
- (E) Residential Energy Generation** -- Developer will contract with the electric utility to provide a Community Solar project (see www.alliantenergy.com). to assist homeowners in the community with the cost of adding residential electric generating capacity and local energy storage to meet growing peak electrical demands and allowing those property owners to supplement their own energy demands and reduce their overall energy costs.
- (F) Electric Generation and Transmission Facilities** -- The Developer shall commit to pay all costs associated with proportional improvements to the existing or future electric power

infrastructure necessary to supply the Development with its anticipated and future power demands such that those costs will not affect electric user rates, subject to determination by the PSCW. This obligation includes the payment of all capital costs for the construction of additional electric substations serving the Development, whether to be owned by the Developer or the electric utility. Developer's obligation under this subsection may be set forth in an agreement with the electric utility (as opposed to with the Village.)

- (G) Wastewater Monitoring** -- Developer shall install a wastewater monitoring station including a flow meter according to plans approved by the Village to allow for the monitoring and measurement of the effluent discharge from the Development into the Village's public sanitary sewer system at a location to be determined by the Village. Village access to the monitoring station shall be assured at all times that the Development is operating.
- (H) Private Well Protection.** The Developer will commit to repair or replace or, if necessary, extend municipal water to any property within 1/4 mile of the Development whose private well becomes contaminated or otherwise materially impaired by construction or operation of the Development. The obligation will apply only to property owners who allow the Developer to access their wells for testing to determine a baseline condition of the well prior to commencement of construction activities within the Development.
- (I) Quality of Life Assurance for Neighbors** – Developer will commit to purchase any residentially improved property west of Interstate 39-90-94 that is located within ¼ mile of the Development, if the owner of that property is materially adversely affected by noise, vibration, private water supply contamination or other negative impacts from the construction or operation of the Development. Eligibility will require the affected property owner providing access for evaluation and testing of pre-development conditions as well as establishing a baseline valuation at the reasonable request of Developer, and the purchase obligation will apply to claims made within one year following commencement of operations at the Development. The purchase price will be no less than 110% of the assessed value of the property at the time a claim is made. Arbitration of disputes under this paragraph will be provided by the Village's administrative review appeals board, or other agreed-upon neutral party.
- (J) Public Safety Equipment Funding** – Developer will commit to pay the Village the cost of any specialized public safety vehicles, equipment, supplies and materials as may be deemed reasonably necessary by the local fire, EMS or police department, to address needs caused by the construction or operation of the Development.
- (K) Public Safety Station staffing during construction** – In addition to funding safety equipment under subsection (J) above, if warranted based on demand during the five years following execution of the definitive Development Agreement, Developer shall either (i) supply its own additional safety personnel on the Property or (ii) pay to the Village the cost of an additional ambulance staff person to assist in EMS calls from the Property so not to draw from services otherwise rendered to the remaining Fire/EMS District. This ambulance unit shall be primarily stationed at the Property for the duration of construction of the Development. Developer shall provide a temporary station with break room and restroom amenities.

- (L) Tax Base Guarantee** – The Developer shall provide a guarantee of a minimum taxable assessed value of land and improvements on the Property of not less than \$1.2 billion (the “GMV”) as of January 1, 2031, which shall be maintained for fifteen (15) years. In any year between 2031 and 2046 that the assessed value of the Property is less than the GMV, in addition to paying general property taxes levied against the Property, Developer shall pay the Village an amount equal to the GMV, less the assessed value of the Property, multiplied by the then-current mill rate.
- (M) Hickory Lane Sanitary Sewer Recapture** – The Developer shall pay the sum of \$1,064,163.00 representing a proportionate share of the cost previously incurred by the Village for construction of a sewer main extension from River Road to and along Hickory Lane completed in 2024.
- (N) Funding of a Yahara River Watershed Conservation Fund** – Developer will commit to deposit \$100,000 annually for fifteen (15) years into a special revenue fund with the Village to be applied toward the acquisition, restoration, preservation or improvement of environmental resources, including water quality, and operation of environmental stewardship programs associated with the Yahara River or within the Yahara River Watershed as determined by the Village in its discretion.
- (O) Contribution for Interchange Reconstruction Project** – Developer shall make a one-time contribution of \$1.5 million toward the cost of the planned CTH V and I 39-90-94 interchange project (the “Interchange Project”). Such payment will be in lieu of any special assessment or other cost recapture by the Village. Payment will be due thirty (30) days after invoicing by the Village upon completion of the Interchange Project.
- (P) Investment in Public Transit** – Developer shall contribute the full initial cost for the planning, design and establishment of a public transit route from Madison through DeForest to the Development and operation of that route until construction of the Development is complete. Village will coordinate public transit service approvals with the Madison Metropolitan Transit or other organization to provide such service.
- (Q) Snowmobile Trail** – Developer shall provide an alternate snowmobile trail through the Property in a location mutually acceptable to the Village and Developer.
- (R) Investment in Workforce Housing** – Developer shall make annual contributions into the Village’s Affordable Housing program in an annual amount of \$200,000 for five (5) years commencing with commencement of construction of the Development.
- (S) Road Repairs** -- Upon completion of construction of each phase of the Development, the Developer, at its cost, shall repair all damage to any Village, Town or County roads, if, in the Village’s reasonable determination, such damage was caused by Developer’s construction activities relating to the Development. In addition, Developer shall, during Development construction, promptly repair any damage caused by Developer’s construction activities which renders Village, Town or County roads hazardous or impassable by the traveling public. Phase-level repairs shall be made within 1 year from the Village’s determination of damage, or as otherwise agreed by Village.

(T) Construction and Operational Restrictions -- The Development Agreement will also include the following construction and operational requirements, compliance with which shall be conditions of the zoning approvals:

1. Electric Power. A prohibition on commencement of operations in any building until adequate electric service is available from the public electric utility.
2. Backup Power Sources. A prohibition against operating fossil-fueled backup power equipment except as necessary to address power fluctuations or outages and for necessary testing and maintenance. Operations for testing and non-emergency maintenance shall occur only as reasonably necessary and between the hours of 9:00 a.m. and 4:30 p.m.
3. Liquid Cooling. A requirement that liquid-based cooling systems be “closed-loop” systems that do not rely on evaporation, and which will be charged, operated and maintained without the use of water from the DeForest Water Utility, except for initial charging of the system if approved by the Water Utility. The typology of such closed-loop systems shall be explicitly specified and approved in the Development Agreement. Water used in cooling systems shall be properly treated and disposed of in accordance with all federal, state and local regulations and any additional volumetric or other restriction as may be recommended by MMSD to protect its conveyance and wastewater treatment systems. Water from the public utility shall be used only for domestic water use, such as sinks, bathroom facilities, drinking fountains and for standard operations except to the extent otherwise approved by an agreement with the Village or its water utility. As a condition to any site plan approval, the Village may also require a deed restriction limiting the volume of municipal water that may be used on the Property for any use. The Developer hereby consents, pursuant to Wis. Stat. section 196.137(2) that the Village may disclose any information regarding the use of municipal water at the Development and shall document such consent on the form approved by the PSCW and shall not withdraw such consent for as long as the Development remains in operation.
4. Private Wells. A prohibition against the installation of new private wells on the Property or on adjacent properties to serve the Development. Developer may draw water from the Village water system, which shall be metered, and charged to Developer to meet its water needs during construction. Properties currently served by private wells shall be connected to the Village water system once municipal water is available to the Property. Private wells shall be discontinued and properly abandoned according to state regulations.
5. Nuisances. All operations shall comply with all Village Ordinances, including noise level restrictions, “dark sky” lighting design requirements and other performance standards.
6. Fuel Storage. Fuel storage systems shall be protected by a spill containment system as least as effective as the requirements of Wis. Admin. Code §ATCP 93.41 and shall meet all other requirements of §ATCP 93.320. A spill prevention and

mitigation plan shall be submitted and approved by the Village Fire Chief as provided in §15.04(12)(e) of the DeForest Municipal Code prior to the commencement of operations.

7. Stormwater Management. The Developer shall not commence earth-moving in the Development, until it receives approval of an erosion control plan and an erosion control permit. No building permits or the construction of utilities or impervious surfaces shall commence until Developer has obtained approval of a stormwater management plan and has entered into a stormwater management maintenance agreement with the Village. The stormwater management system shall be designed to provide a net positive infiltration of stormwater and groundwater recharge. The Developer shall implement a gray water system to collect and utilize domestic wastewater for landscape irrigation and its facility operators shall receive training from the Salt Wise coalition and implement a program to minimize salt usage for snow and ice control in the Development. The Developer shall use and, restore as necessary, natural systems, vegetation and corridors for stormwater management and to facilitate wildlife movement as part of its site plan approvals.
8. Noise Mitigation. The Developer shall retain an Institute of Noise Control Board Certified Noise Control Engineer to prepare a sound monitoring protocol to determine the pre-existing background sound level, conduct modeling of sound levels at the location of all residences within 1/4 mile of the Development, and recommend sound mitigation measures to reduce noise at the Property lines to the maximum extent practicable, all of which shall be approved by the Village's consultant. Development approvals will be conditioned upon implementation of the Village- approved sound mitigation measures.

(U) Community Commitment -- Developer has publicly announced a \$50 Million investment to the community for needs not otherwise related to the Development ("Community Commitment"). Except for the commitments under subsections E, J, N, O, P and R, which are community oriented in nature, the commitments required under this Agreement and the Development Agreement are generally intended to address the particular challenges and impacts that result from the Development and shall not be counted as part of the Developer's Community Commitment. Developer shall provide Village with a general accounting of its Community Commitment expenditures to evidence that that the Community Commitment is otherwise met.

(V) Decommissioning and Reclamation Guarantee – Developer shall commit to decommissioning and reclamation of the Development site as buildings on the Property cease operations as a data center. Decommissioning and reclamation shall occur not later than five (5) years after a building ceases such operation for more than 18 consecutive months for any reason other than force majeure. "Reclamation" may include the sale or leasing of the Property for uses permitted under the Village Zoning Code, redevelopment of any building site for a permitted use, reusing any building for data center operation or demolition of buildings and complete removal of foundation, unless such removal is waived by the Village Board. Developer's obligations for decommissioning and reclamation shall be secured by a performance bond (in an amount reasonably necessary to demolish buildings on the Property) issued for the benefit of the Village in a form

approved by the Village, provided that such obligations may be self-insured by any Developer with assets of \$500 million or more.

(W) Energy Efficiency -- Developer shall no later than 3 years after each building begins operating, provide certification to the Village that the building has attained certification under any of the following sustainable design or green building standards:

- (1) BREEAM International New or BREEAM USA In-use.
- (2) Energy Star.
- (3) Envision.
- (4) ISO 50001.
- (5) LEED for Building Design and Construction or LEED for Operations and Maintenance.
- (6) Green Globes for New Construction or Green Globes for Existing Buildings.
- (7) UL 3223.
- (8) Any other reasonable standard approved by the Village.

(X) Cooperation with Local Labor -- Developer has entered into and will implement an agreement with Building and Construction Trades Council of South Central Wisconsin to ensure opportunities, transparency, workforce development, rigorous safety standards and fair wages.

Section 6. General Provisions.

- (A) No Waiver.** Nothing set forth in this Agreement shall be construed as, nor is intended to be, a waiver or release of any obligations imposed upon the Developer or the Village by the Ordinances, or any statutes or regulations applicable to the Development. No approval by the Director of Public Services, Village Engineer, Village Attorney, or any other person acting on behalf of the Village shall be construed as a waiver of any of the requirements of the Ordinances, or any statute or regulation governing the Development.
- (B) Binding Effect.** This Agreement shall be binding upon the Developer (jointly and severally if more than one) and upon its successors and assigns. The obligations hereunder shall run with the land. Either party may record a memorandum of this Agreement with the Register of Deeds for Dane County.
- (C) Developer As Independent Contractor.** Notwithstanding any other provisions of this Agreement to the contrary, the Developer is an independent contractor, and nothing herein shall be construed so as to make the Developer, its contractors or consultants agents of the Village, or the Village, its employees, agents, or consultants agents of the Developer. However, this does not limit the Village regulatory control over Developer or any other regulatory power of the Village. Furthermore, nothing contained in this Agreement shall be construed as creating any contractual relationship whatsoever between the Developer and the Village's consultants (planning, engineering, financial, and legal) or any persons or entities other than the Village.

- (D) **Remedies for Breach.** In the event of any breach by Developer of this Agreement, whether or not subsequently cured, the Developer shall pay, in addition to any damages or other relief obtained by the Village, all of the Village's costs and expenses, including reasonable attorneys' fees, relating to such breach, all of which shall be due and payable as incurred and shall be added to any judgment obtained by the Village. Developer acknowledges and agrees that the promises and covenants made by Developer in this Agreement with respect to the construction and operation of the Development are material inducements to the Village to approve the annexation and the Development and a failure to comply with those promises and covenants will cause irreparable harm which cannot be adequately remedied by an award of monetary damages. In the event of any breach of such promises or covenants, and in addition to any other available remedy, the Village shall be entitled to mandatory or prohibitory injunctive relief to enforce such promises and covenants. In the event of any breach by Village of this Agreement, which is not cured within thirty (30) days after written notice thereof, (or such longer time as may be reasonably required so long as a cure is being diligently pursued), then Developer shall have all rights and remedies available under law or equity with respect to said breach, including but not limited to, the right to obtain specific performance. Failure of a party to enforce any provision contained herein shall not be deemed a waiver of such party's rights to enforce such provision or any other provision in the event of a subsequent breach.
- (E) **Force Majeure.** In the event that Developer or Village shall be delayed, hindered or prevented from performing any act required hereunder by reason of strikes, lock outs, labor disputes, inability to procure materials, failure of power, restrictive governmental laws or regulations enacted after the date hereof, riots, insurrection, war or other reason of a like nature not attributable to the negligence or fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the unavoidable delay and the period for the performance of any such act shall be extended for an equivalent period; provided, however, that this provision shall not operate to excuse Developer from the timely payment of fees or expenses pursuant to the terms of this Agreement.
- (F) **No Third-Party Beneficiaries.** This Agreement is intended solely to regulate the obligations of the parties hereto with respect to one another. Nothing in this Agreement is intended to create, admit, or imply any liability to any third-party nor to provide any benefit to any person, firm, corporation or governmental or non-governmental entity not a party to this Agreement. Notwithstanding the foregoing, private property owners qualifying under sections 5H and 5I will have the right to enforce the obligations created by those paragraphs as delineated in the Development Agreement.
- (G) **Limitation on Damages.** Except as expressly provided herein, neither party hereto shall be liable under this Agreement to the other party hereto for consequential, incidental, indirect or punitive damages, and the parties hereto waive any claim to such damages. By way of example, and not limitation, "consequential damages" include lost profits or income, the cost of replacement financing, damage to

reputation, lost business opportunities and loss of property values or anticipated property value increases. This limitation shall be effective regardless of the theory of liability and regardless of any breach or claim of breach.

- (H) **Notices.** Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, or via email, to the following:

To the Village: Village Administrator
 Village of DeForest
 120 S. Stevenson Street
 DeForest, WI 53532
 Email: changb@deforestwi.gov

To the Developer: Attn: Legal Real Estate
 QTS Madison I, LLC
 6601 College Blvd.
 Overland Park, KS 66211
 Email: legalrealestate@qtsdatacenters.com

- (I) **Severability.** If one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision. If any such provision is held to be invalid as applied to any property or circumstances, such determination shall not affect the applicability of such provision to any other property or circumstances.
- (J) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. A facsimile or digitally transmitted signature is deemed the equivalent of an original signature.
- (K) **Reserved Powers.** Nothing contained in this Agreement constitutes a waiver of the Village's sovereign immunity under applicable law. All rights are reserved. The Village shall have no liability whatsoever for its refusal to enter into any future agreement, or its insistence on any terms or conditions therefor, for any reason determined appropriate in its sole discretion. The Developer acknowledges and agrees that nothing in this Agreement provides any vested right or assurance that any future agreements will be reached between the parties, whether or not necessary to implement the Development contemplated by this Agreement.
- (L) **Governmental Authority.** The Developer understands and acknowledges that as a governmental entity, the Village cannot surrender its governmental authority by contract, and nothing in this Agreement shall be construed to preclude or limit the exercise by the Village of any governmental authority vested in it by law.
- (M) **Standards and Ordinances.** Whenever references are made in this Agreement to standards, codes, or Ordinances in accordance with which the Development is to be performed, the latest version of the Village's Ordinances shall apply unless

otherwise expressly stated. In case of conflict between any referenced standard or code on the one hand, and any provision of this Agreement on the other hand, the more stringent requirement shall govern. All applicable laws, statutes, rules, regulations, or orders in effect at the time the relevant work under this Agreement is performed shall apply to the Developer and its contractors, employees, and representatives. The Developer shall procure and pay for all permits, licenses, certifications and other applicable governing authority requirements and inspections and shall furnish any documentation, bonds, security, or deposits required to permit any work within the Development.

- (N) **Changes in Laws.** In the event any future legislation is enacted by the state or federal government which preempts the Village's right to enforce any provision of this Agreement, the parties agree that such legislation shall not affect the obligations hereunder. The Developer waives any and all right it may have under such subsequent legislation to the extent it would affect its rights or obligations hereunder. In the event the rights created or altered by such subsequent legislation are not, or cannot be waived, the Village shall have the right to terminate this Agreement.
- (O) **Neutral Construction.** The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel. Nothing in this Agreement shall be construed more strictly for or against any party because that party's attorney drafted this agreement or any part hereof.
- (P) **Agreement Interpretation.** All questions concerning interpretation or clarification of this Agreement or applicable Village Ordinances, including the discovery of ambiguities, conflicts, discrepancies, errors or omissions, or the acceptable performance thereof by the Developer, shall be immediately submitted in writing to the Village for resolution. The Developer shall, at all times, proceed with the work implementing the Development in accordance with the determinations, instructions, and clarifications of the Village, but all such determinations, instructions and clarifications shall be consistent with the terms of this Agreement. The Developer shall be solely responsible for requesting instructions or interpretations and shall be solely liable for any costs and expenses arising from its failure to do so.
- (Q) **Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. In the event of any dispute relating to the subject matter of this Agreement, venue shall lie only in the circuit court for Dane County, Wisconsin.

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

VILLAGE OF DEFOREST

QTS MADISON I, LLC

By: _____
Jane Cahill Wolfgram, Village President

By: _____
_____, its _____

By: _____
Callista Lundgren, Village Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

Personally came before me on _____,
2025, the above-named Jane Cahill
Wolfgram and Callista Lundgren, 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:)

This instrument drafted by:

Allen D. Reuter
Reuter, Whitish & Evans, S.C.
Madison, WI

Deborah C. Tomczyk
Reinhart Boerner Van Deuren s.c.
1000 N Water St, Suite 1700

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
_____ COUNTY)

Personally came before me on _____,
2025, the above-named, _____,
_____ of _____ 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:)

Milwaukee, WI 53202

Nathan J. Wautier
Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 700
Madison, WI 53703