

## **VOLUNTARY PROFFER STATEMENT**

Applicant: Green Energy Ventures, LLC  
3901 Centerview Dr. Suite L  
Chantilly, VA 20151

Owners: Plentiful Farm Family Limited Partnership, LLP  
Mount View Family Limited Partnership, LLP  
Frank B. Taylor Limited Partnership  
P.O. Box 152  
King George, VA 22485

Representative: H. Clark Leming, Leming and Healy, P.C.  
233 Garrisonville Road, Suite 104, Stafford, Virginia 22554  
P.O. Box 445  
Garrisonville, Virginia 22463

Project Name: King George Technology Center (the “Project”)

Property: King George Tax Map Parcel Numbers 21-49, 21-73, 22-46(A), and 21-49(A) (collectively, the “Property”)

Date: February 13, 2026

Request: Rezoning Tax Map Parcel Numbers 21-49, 21-73, 22-46A, from the A-1 (Agricultural) Zoning District, to the I (General Industrial) Zoning District, subject to the conditions proffered herein. Tax Map Parcel 21-49(A), while already zoned to the I (General Industrial) Zoning District, shall also be subject to the conditions proffered herein.

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### **I. General Information.**

The Applicant<sup>1</sup> hereby proffers that the use and development of the Property shall be in conformance with the following proffered conditions (“Proffers”), provided that the King George County Board of Supervisors (the “Board”) reclassifies the Property as applied for the Applicant, without amendment except that expressly authorized in writing by the Applicant. In the event the referenced reclassification is not approved by the Board as applied for by the Applicant, the below described Proffers shall be automatically withdrawn and are null and void and of no force and effect. The Applicant acknowledges that these conditions are voluntary and reasonable in accordance with Sections 15.2-2302, 15.2-2298 and 15.2-2303, et al. of the Code of Virginia (1950), as amended. Each proffer made herein is made voluntarily and complies with applicable law. No agent of King George County (the “County”) has suggested or demanded a proffer that

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<sup>1</sup> For ease of reference, these proffers use the term “Applicant” to collectively refer to the Applicant and Owners defined above and all future owners, assignees, and/or successors in interest of the Property.

is unreasonable under applicable law. The Proffers shall be deemed accepted by the Board upon reclassification, as applied for by the Applicant, after the expiration of the 30-day appeal period following the Board's approval. These Proffers are the only conditions offered for this reclassification and any and all prior proffered conditions on the Property are hereby void and of no further force and effect.

## **II. Permitted uses.**

The permitted primary use of the Property is as a data center and accessory uses, including, but not limited to, electrical substations to service the data center. Notwithstanding the foregoing, the approximately eighteen (18) acre dedicated site identified on the Zoning Plan may be used by the County or the King George County Service Authority ("KGCSA"), as applicable, for public uses as more particularly described in Proffer IX below.

## **III. Development of the Property.**

- (1) Zoning Plan: The Development of the Property shall substantially conform to the Zoning Plan submitted by the Applicant, entitled "Zoning Plan King George Technology Center", prepared by J2 Engineers, Inc., dated September 20, 2022, with a revision date of January 27, 2026, incorporated by reference herein (the "Zoning Plan").<sup>2</sup> All proposed parcel lines, parcel sizes, building envelopes, size and footprints, access points, building sizes, building locations, travel way locations, utility and substation locations and quantities, storm water management facilities, and dimensions of undeveloped areas shown on the Zoning Plan may be relocated and/or amended by the Applicant to fulfill requirements of final engineering, operation and design requirements and/or compliance with applicable state agency regulations including, but not limited to the County, the Virginia Department of Transportation ("VDOT"), the Department of Environmental Quality ("DEQ"), the Virginia Department of Health ("VDH"), etc., and in compliance with the requirements of the County's development regulations and design standards manual and any matters of record. Notwithstanding the foregoing, any material adjustments to the Zoning Plan not consistent with the foregoing shall be subject to the approval by the County's Zoning Administrator, and in no event shall approved adjustments to the Zoning Plan relieve the Applicant from providing or complying with any of the Proffers set forth herein.
- (2) Phasing and Intensity: The Applicant shall construct no more than 6,500,000 square feet of data center buildings on the Property, which square footage does not include the construction of public facilities (including substations) and other utility infrastructure to serve the data center use. The maximum number of data center buildings constructed on the Property shall not exceed thirteen (13) separate buildings, excluding public facilities and substations. The Applicant will develop the Project in two Phases as follows:
  - (a) Phase 1: The Applicant shall construct no more than 2.5 million square feet of data center buildings on the Property as part of Phase 1. The Applicant may submit site

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<sup>2</sup> The single revision to the Zoning Plan, dated January 27, 2026, was the specification of the location of the security gate at the main entrance on Kings Highway (Route 3)

plans to build out Phase 1 in subphases, provided that any such site plan/subphase proposes the construction of no less than 250,000 square feet of data center buildings.

- (b) Phase 2: The Applicant will construct the remaining data center buildings not constructed in Phase 1 as part of Phase 2, subject to the 6.5 million square foot maximum limitation above. The Applicant may submit site plans to build out Phase 2 in subphases, provided that any such site plan/subphase proposes the construction of no less than 250,000 square feet of data center buildings.

#### **IV. Transportation.**

- (1) Access to Site. Principal access points shall be provided in the approximate locations depicted on the Zoning Plan, with the final locations and design subject to approval by VDOT and the County during the site plan review and approval process. Notwithstanding the foregoing, Phase 1 of the Project shall be accessed by the access identified as Access Point 3 on the Zoning Plan until the Phase 2 transportation improvements proffered herein have been completed in accordance with County and VDOT standards. Emergency access shall also be provided at said principal access points, subject to VDOT and County approval during the site plan review and approval process.
- (2) Right of Way. The Applicant will dedicate right-of-way across the Bloomsbury Road frontage of the Property, measuring a distance of sixty-feet (60') from the existing centerline of Bloomsbury Road, free and clear of any liens or encumbrances, as generally depicted on the Zoning Plan. The Applicant will dedicate right-of-way across the Route 3 frontage of the Property, measuring a distance of one-hundred-feet (100') from the existing centerline of Route 3, free and clear of any liens or encumbrances, as generally depicted on the Zoning Plan. Said dedications will be made prior to the issuance of the final Certificate of Occupancy for the first data center building constructed on the Property. The dedications shall include but not be limited to all plats, plans, surveys, and engineering required for such dedications, which shall be completed and provided at the sole cost of the Applicant.
- (3) Phase 1 Improvements. The Applicant will construct the following prior to issuance of a Certificate of Occupancy for the first data center building constructed on the Property:
  - (a) The Applicant will construct at its expense a westbound right turn lane at the intersection of Route 3 and the access identified as Access Point 3 on the Zoning Plan in accordance with County and VDOT standards.
  - (b) The Applicant will construct at its expense a westbound right turn lane at the intersection of Route 3 and Bloomsbury Road in accordance with County and VDOT standards.
  - (c) The Applicant will submit to the County and VDOT a traffic signal warrant analysis (signal justification report ("SJR")) prepared in accordance with County and VDOT standards to determine if any signal warrant and traffic signalization improvements are necessary to serve the intersection of Route 3 and the access identified as Access

- Point 3 on the Zoning Plan (the “Access Point 3 Warrant Analysis”). In addition, the Applicant will submit to the County and VDOT an “R-Cut” design for entrance 3, as illustrated on Sheet 9 of the Zoning Plan. In the event the “R-Cut” is approved and constructed as part of Phase I the Applicant shall not be required to conduct an additional SJR.
- (d) The Applicant will submit to the County and VDOT an SJR prepared in accordance with County and VDOT standards to determine if any signal warrant and traffic signalization improvements are necessary to serve the intersection of Route 3 and Bloomsbury Road (the “Route 3 Bloomsbury Warrant Analysis”). In the event the Warrant Analysis indicates that a traffic signal is required, the Applicant will construct at its expense any signal warrant and traffic signalization improvements determined to be warranted by the Warrant Analysis in accordance with County and VDOT standards.
- (4) Phase 2 Improvements. The Applicant will construct the following prior to issuance of a Certificate of Occupancy for the first data center building constructed within Phase 2 of the Project:
- (a) The Applicant will construct at its expense a westbound right turn lane at the intersection of Route 3 and the access identified on the Zoning Plan as Access Point 5 in accordance with County and VDOT standards.
- (b) The Applicant will construct at its expense a westbound right turn lane at the intersection of Route 3 and the access identified on the Zoning Plan as Access Point 4 in accordance with County and VDOT standards.
- (c) The Applicant will submit to the County and VDOT an SJR prepared in accordance with County and VDOT standards to determine if any signal warrant and traffic signalization improvements are necessary to serve the intersection of Route 3 and the access identified as Access Point 4 on the Zoning Plan (the “Access Point 4 Warrant Analysis”). In addition, the Applicant will submit to the County and VDOT an “R-Cut” design for entrance 4, as illustrated on Sheet 9 of the Zoning Plan. In the event the “R-Cut” is approved and constructed as part of Phase I the Applicant shall not be required to conduct an additional SJR. Whichever improvement is approved by VDOT and the County shall be constructed at Applicant’s sole cost and expense.
- (d) The Applicant will construct at its expense any signal warrant and traffic signalization improvements determined to be warranted by the Route 3 Bloomsbury Warrant Analysis in accordance with County and VDOT standards.
- (5) Warrant Analysis. Prior to the final site plan approval for Phase 2, y, the Applicant will submit to the County and VDOT an updated Route 3 Bloomsbury Warrant Analysis and will construct at its expense any signal warrant and traffic signalization improvements determined to be warranted by the updated Route 3 Bloomsbury Warrant Analysis in accordance with County and VDOT standards. In the event that the Warrant Analysis does not support the installation of a traffic signal at the intersection of Route 3 and

Bloomsbury in lieu of the installation of a signal the Applicant agrees to pay to the County the sum of Seven Hundred Fifty Thousand Dollars (\$750,000) within ninety (90) days of VDOT's final review of the Warrant Analysis referenced above. Such funds may be utilized by the Board of Supervisors for any public purpose the Board deems appropriate.

**V. Site Design.**

- (1) Buildings: The number, size, number of stories, and location of the buildings constructed on the Property shall be in substantial conformance with the Zoning Plan, subject to the adjustments authorized by Proffer III above. The Applicant agrees that no data center building fronting on Kings Highway (Route 3) or Bloomsbury Road will exceed sixty-five (65) in height.
- (2) Building height: The maximum height of any building developed on the Property shall not exceed sixty-five (65) feet for the two-story buildings identified in the Zoning Plan and shall not exceed ninety (90) feet for the three-story buildings identified in the Zoning Plan, exclusive of parapets and other screening or sound attenuation equipment located on rooftops. No building constructed on the Property shall exceed three-stories or 90 feet in height, exclusive of parapets and other screening or sound attenuation equipment located on rooftops.
- (3) Construction Mitigation: A Construction Mitigation Plan shall be developed by the Applicant and submitted to the Zoning Administrator for prompt review and approval concurrent with each site plan submission for the Project. The plan shall address, at minimum, construction traffic control measures, including any mitigation measures to be implemented during weekday peak AM and PM hours and school bus travel times along shared construction truck routes to and from the Property. The plan shall also provide a remedy in the event the Applicant's construction is shown to have damaged the well of any adjacent landowner.
- (4) Setbacks. All buildings shall be set back at a distance of at least 250 feet from the edge of right-of-way along Route 3,,as measured following the Applicant's dedication of right-of-way pursuant to Proffer IV (2) . Similarly, all buildings shall be set back at a distance of at least 100 feet from the edge of right-of-way along Bloomsbury Road, as measured following the Applicant's dedication of right-of-way pursuant to Proffer IV (2) inclusive of right of way dedicated by the Applicant, along Bloomsbury Road. For all other portions of the Property buildings will be set back at least 70 feet from adjacent property lines. Access, erosion and stormwater structures, and utility infrastructure may be located in the setback areas to the extent permitted by the County's Zoning Ordinance.
- (5) Buffer requirements. Buffers and landscaping shall be provided in substantial conformance with the Zoning Plan, as determined by the Zoning Administrator. A minimum 50-foot-wide buffer shall be provided along the perimeter of the Property as generally depicted on the Zoning Plan. A final Landscaping Plan shall be approved at the time of final plan approval (for each site plan). The Landscaping Plan shall include the following minimum standards:

- (a) Existing trees and vegetation within the landscape buffer shall be preserved to the greatest extent possible pursuant to a tree preservation plan, approved by the Zoning Administrator. Where existing vegetation is not adequate to achieve the visual screen, as determined by the Zoning Administrator, additional plants shall be installed as necessary to screen industrial uses on the Property. All landscaping installed on the Property shall include only species native to Virginia or other comparable species as approved by the Zoning Administrator or his designee.
  - (b) The landscape buffer shall include berms in substantial conformance with those depicted on Sheet 6 of the Zoning Plan which shall be constructed to a minimum height of sixteen feet (16'), with tapers at the access points, as shown on the Zoning Plan.
  - (c) Final Landscaping Plans shall include a tree preservation plan which identifies the scope and use of existing vegetation and identify the height and caliper of trees at the time of installation and as expected at full maturity.
  - (d) The Applicant will install and maintain the Wildflower Areas, in substantial conformance with Sheet 4 of the Zoning Plan, utilizing native varieties of wildflowers that attract bees, butterflies and other pollinators, subject to VDOT approval, as may be required.
  - (e) The Applicant shall submit a Landscape Maintenance Plan to the Zoning Administrator for approval concurrent with each site plan submission for the Project. The Landscape Plan shall include requirements to ensure that all existing vegetation and planted materials are tended to and maintained in a healthy growing condition, and that dead or dying materials shall be replaced during the next planting season. The Applicant shall provide a Landscape Security and accompanying performance agreement in a form approved by the County Attorney, in an amount sufficient, but not less than One Hundred and Ten Percent (110%) of the initial cost of materials and installation, to ensure performance of the Landscape Maintenance Plan until such time as the landscaping has reached maturity.<sup>3</sup> If existing trees and vegetation are disturbed, new plantings shall be provided for the buffer.
- (6) Fencing: The developed area shall be enclosed by security fencing not less than eight (8) feet in height. Fencing must be installed on the interior of the landscape buffer so that it is screened from the ground level view of adjacent property owners at buffer maturity. The fencing shall be maintained at all times by the Applicant while the Project is in operation.
- (7) Water: The potable water needs for the Project may initially be served by temporary groundwater well(s) (the “temporary groundwater wells”) permitted and constructed by the Applicant in accordance with VDH, DEQ, and all other applicable regulations. The groundwater supplied by the temporary groundwater wells will be used primarily to serve employees and other general facility uses, but in no event will groundwater be used for

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<sup>3</sup> Maturity is defined as ten (10) years after the date of planting.

the water-cooling of data center equipment. This groundwater use is considered temporary until a community/public water system owned and operated by the KGCSA (“KGCSA water system”) becomes available to serve the Project. If a KGCSA water system becomes available to serve the Property, the Applicant will discontinue the use of the temporary groundwater wells in accordance with applicable regulations and will connect to the KGCSA water system in accordance with County and KGCSA requirements and policies, including all applicable connection fees. In the event that groundwater well(s) and related facilities are developed by the Applicant, and KGCSA water becomes available to serve the Property, the Applicant agrees to offer to convey at no cost to KGCSA the well(s) and related facilities. The Applicant shall not utilize for any purpose water drawn from the Rappahannock River unless such water supply has been expressly authorized for use by the Applicant by Board of Supervisors.

(8) Failure of Adjacent Property Well: After installation of the well(s) referenced above, in the event the failure of an established well on an adjacent property can be demonstrated to have been caused by installation or operation of the Applicant’s well(s), as determined by application of the Applicant’s Mitigation Plan for its DEQ Groundwater Withdrawal Permit or by the Health Department, the Applicant agrees to repair or replace the well at its sole cost and expense or connect the property to public water supplied by the KGCSA, including payment of applicable connection fees.. Prior to installation of any well, the Applicant shall develop an arbitration plan to be utilized to determine the Applicant’s liability, if any, under this proffer where causation for well failure on adjacent properties cannot be definitively determined by the authorities noted above. Such plan shall be submitted to the Zoning Administrator for review and approval. The requirements within this section will cease at such time that the Applicant connects to a water system operated by the KGCSA and use of the groundwater wells ceases.

(9) Sewer: The Project will be served by onsite sewage systems permitted, constructed, operated, and maintained by the Applicant in accordance with VDH and all other applicable regulations until such time as a public sewer system owned and operated by the KGCSA becomes available to serve the Property. If the KGCSA sewer system becomes available to serve the Property in the future, the Applicant will abandon and discontinue the use of the foregoing onsite sewage systems in accordance with applicable laws and will connect to the KGCSA sewer system in accordance with County and KGCSA requirements and policies, including payment of applicable connection fees.

## **VI. Environment.**

(1) Archaeological Survey. A Phase II archaeological evaluation prepared in accordance with state law requirements shall be provided by the Applicant at the time of the initial site plan submittal for the Project for those sites identified as 44KG0058, 44KG0069, 44KG0249, 44KG0250, 44KG0252 in that certain “Archeological Assessment - King George Technology Center in King George County, Virginia,” dated September 2024, prepared by the Ottery Group (collectively the “cultural sites”). The Applicant shall comply with any and all mitigation measures identified and required by the Phase II archaeological evaluation for the cultural sites. Unless otherwise required by state or federal law, any historical artifacts removed from the Property shall be retained by a

County or regional museum or other appropriate recipient as may be identified by the Zoning Administrator.

- (2) Wetland Delineation. The Applicant shall submit a wetland delineation of the Property prepared in accordance with United States Army Corps of Engineers (“USACE”) regulations and standards at the time of submission of the initial site plan for the Project. Any disturbance into delineated wetlands, floodplain areas, or resource protection areas on the Property shall comply with all applicable federal, state, and local laws. The Applicant shall not construct any building or substation within the wetlands or flood plain, as delineated at the time of construction.
- (3) Generators. The Applicant agrees that only generators meeting the U.S. Environmental Protection Agency’s Tier 4, or equivalent, emission standards for non-road diesel (or other fuel) engines, or better, may be utilized on the Property for data centers.

## **VII. Public Safety.**

- (1) Emergency Action Plan. The Applicant shall submit an Emergency Action Plan to the County Department of Fire, Rescue & Emergency Services (the "Department") at the time of submission of each site plan for the uses identified on such site plan. The Emergency Action Plan shall address, at minimum, emergency access, emergency response planning, any departmental training requirements, and any specific Fire, Rescue and/or EMS impacts associated with any use(s) of the Property identified in the site plan. The Emergency Action Plan shall be developed in coordination with the Department and shall be approved by the Department in connection with the corresponding site plan. The Emergency Action Site Plan shall include all fire protection facilities, in-building fire suppression sprinkler facilities, fire hydrants, and other fire suppression facilities determined by the Department to be necessary to adequately serve the uses identified in the corresponding site plan. The Applicant shall install at the Applicant’s expense all such fire suppression equipment/facilities identified in the Emergency Action Plan prior to receiving a Certificate of Occupancy for the first building on the corresponding approved site plan.
- (2) Public Safety Cash Proffers. Notwithstanding the label designation of the categories below, the Applicant agrees that the King George County Board of Supervisors may exercise its discretion in determining how to expend all of the following funds for any public purpose.
  - (a) Ladder Truck. The Applicant agrees to pay the County Three Million Dollars (\$3,000,000) to mitigate potential public safety impacts generated by the development of the Property. The Applicant will pay the foregoing sum to the County at the time of the County’s issuance of a building permit for the first data center building proposed to be constructed on the Property. In the event that the County does not use the foregoing cash payment for the purposes articulated in this proffer, the County may, in its sole discretion, utilize the cash payment for other public purposes deemed appropriate by the County. In the event the County places an order for a new ladder truck sufficient for utilization at Applicant’s buildings, and if the ordered truck has

not been delivered by the time the first data center building receives a Certificate of Occupancy, the Applicant shall reimburse the County for the cost of renting a similar ladder truck for a period not to exceed twenty-four months or until the ladder truck is received, whichever occurs first.

- (b) Training Funds. The Applicant agrees to make a monetary contribution to the County of Five Hundred Thousand Dollars (\$500,000) to be utilized to hire and train Department personnel and/or to mitigate the public safety impacts generated by the Project, including the purchase of public safety equipment. The Applicant will pay the foregoing sum to the County at the time of the County's issuance of a building permit for the first data center building proposed to be constructed on the Property. In the event that the County does not use the foregoing cash payment for the purposes articulated in this proffer, the County may, in its sole discretion, utilize the cash payment for other public purposes deemed appropriate by the County.
- (c) Continuing Cash Proffer. Upon the County's issuance of a Certificate of Occupancy for the first 250,000 square feet of data center facilities and accessory uses constructed on the Property, the Applicant shall make a monetary contribution to the County in the amount of \$2 per 100 square feet of data center facilities and accessory structures constructed on the Property to mitigate the public safety and public utility impacts generated by the Project. The foregoing monetary contribution shall recur annually during operation of the Project and shall be calculated based on the total square footage of completed data center facilities and accessory structures constructed on the Property on the due date of such annual payment, with such annual due date determined by the County. In the event that the County does not use the foregoing cash payment for the purposes articulated in this proffer, the County may, in its sole discretion, utilize the cash payments for other public purposes deemed appropriate by the County.

### **VIII. Other Monetary Contributions**

- (1) Parks and Recreation. The Applicant agrees to pay the sum of One Million Three Hundred Thousand Dollars (\$1,300,000) to the County, upon the issuance of a building permit for the first data center building, to be used for maintenance or construction of County parks and recreation programs and facilities, or to support, repair and maintain certain recreational facilities and programs that may not be owned by the County, such use to be determined by the King George County Board of Supervisors within its sole discretion..
- (2) Occupational/Vocational Training. The Applicant agrees to pay the sum of Three Million Five Hundred Thousand Dollars (\$3,500,000) to the County, upon the issuance of a building permit for the first data center building, to be used for County Occupational and Training programs, to include agriculture and farming, and/or facilities, including new construction, technologies and methods, such use to be determined by King George County Board of Supervisors within its sole discretion.

- (3) Historic Resources. In recognition that King George County is the site of multiple historic resources, some of which may be located in the vicinity of the Property, the Applicant agrees to pay to the County the Sum of Five Hundred Thousand Dollars (\$500,000), payable at the issuance of a building permit for the first data center building, to be utilized by the County to discover, preserve or protect historic resources in King George County. The Board of Supervisors shall have discretion to determine the specific location of such resources and to decide what constitutes a historical resource.
- (4) Advanced Availability Fees. The Applicant agrees to pay to the County the sum of Two Million Five Hundred Thousand Dollars (\$2,500,000) for each water and sewer, for a total of Five Million Dollars (\$5,000,000), upon the issuance of a building permit for the first data center building or buildings. The payments will be credited to the Applicant's availability or connection fees.
- (5) Maintenance of Non-recreational Facilities. The Applicant agrees to pay to the County the sum of Two Hundred Fifty Thousand Dollars (\$250,000), upon issuance of a building permit for the first data center building, to be utilized by the County for maintenance of any non-recreational facility owned or operated by the County, including roads that may be owned and operated by VDOT.
- (6) Attorney's Fees. The Applicant agrees to reimburse the County for attorney's fees and costs expended in connection with any enforcement action, or preceding investigation leading to such, by the County necessitated by the Applicant's noncompliance with the provisions of these Proffers or applicable provisions of the Zoning Ordinance, or other applicable County ordinances or State law, in an amount not to exceed One Hundred Thousand Dollars (\$100,000) Such reimbursement shall occur within thirty (30) days of presentation by the County to the Applicant documentation of such fees and costs.
- (7) State Infrastructure Grants. The Applicant agrees not to receive state infrastructure grants pursuant to Virginia Code Section 59.1-284.42., without the express approval of the Board of Supervisors.

## **IX. Dedicated Site**

Upon the County's issuance of an approval of the first site plan for the Project, the Applicant shall dedicate to the County or the KGCSA, as applicable, an approximately eighteen (18) acre site in the approximate location depicted on the Zoning Plan (the "Dedicated Site"). The Dedicated Site may be used to accommodate the construction of a public safety facility, the development of a public park, the construction of a water treatment facility or other public uses determined by the County or the KGCSA to be appropriate for the Dedicated Site. In the event that the KGCSA elects to accept the portion of the Dedicated Site for a future water treatment facility, the Applicant will convey that portion of the Dedicated Site to the KGCSA and will convey the remainder of the Dedicated Site to the County upon the County's issuance of an approval for the first site plan for the Project. The Applicant shall further convey all easements necessary for access to the Dedicate Site simultaneous with such dedication(s) and shall pay for any subdivision costs associated with the conveyance The buffers described in this Proffer Statement shall not apply to the Dedicated Site. After said dedication(s), the County or the

KGCSA (as applicable) will be responsible for any construction, operation, and maintenance of the Dedicated Site, except that any fencing or plantings installed by the Applicant within the buffer area shall be maintained by the Applicant .

**X. Architecture and Building Facades.**

- (1) The architectural features for the Project will be consistent with the aesthetic design, character, materials, and quality of the building elevations depicted on Sheet 7 of the Zoning Plan (the “Elevations”), as determined by the Zoning Administrator.
- (2) The architectural design features of each data center building constructed on the Property will further conform to the following criteria:
  - (a) The data center buildings will incorporate design techniques to break up the facade of each building, including but not limited to the use of awnings, eaves, or overhangs. The data center buildings will avoid designs that result in blank or unarticulated exterior walls.
  - (b) Each data center building will alter the use of exterior building materials and will incorporate a variety of building materials. Each data center building will incorporate at least two of the following building materials in its exterior design: pre-cast concrete, cast-in-place concrete, brick, stone, stucco, wood, and metal.
  - (c) The facades for the data center buildings will feature altered depths through the use of varied entrances, alcoves, vestibules, stoops, or covered access areas.
  - (d) The main entrances for the data center buildings will project or recess from the building plane or be differentiated by other features so as to be easily recognizable from other parts of the building.
  - (e) The roof design for the data center buildings will incorporate heat island reduction elements such as light-colored, reflective materials.
  - (f) At time of building permit application(s) the Applicant will submit proposed building elevations to the Zoning Administrator for review and approval to ensure compliance with the foregoing design features. No building permit will be issued until such approval has been obtained.

**XI. Sound.**

The maximum A-weighted sound pressure level emitted from data center operations (whether one data center building or multiple located on a subject parcel), as measured 1.5 meters above ground at the property line per ANSI S1.13-2020 (American National Standard - Measurement of Sound Pressure Levels in Air), will not exceed sound level limits as set forth in Appendix A, Article VIII, Division 10, Section 8-10-3 of the King George County Code (“King

George County Industrial Noise Standards”). Additionally, no operational loading/unloading activities may be allowed within 200 feet of an existing single-family residence.

The Applicant will provide a Sound Analysis (the “Sound Analysis”) prior to the issuance of a final certificate of occupancy permit for each data center building on the Property., in accordance with the King George County Industrial Noise Standards, as referenced above. When all data center construction has been completed the Applicant agrees to conduct one Sound Analysis per year at times selected by the County and provide to the County the results of such Analyses within sixty (60) days of compilation.

Measurement procedures for the Sound Analysis will be in accordance with Sections 8-10-4 and 8-10-5 of the King George County Industrial Noise Standards, as well as with relevant portions of the American National Standards Institute S12.18 standard, “Procedures for Outdoor Measurement of Sound Pressure Level” (“ANSI S12.18”). To differentiate project noise from frequently high levels of existing background noise present in the vicinity of the project, or temporary construction noise, correction methods for such sound included in ANSI S12.18 will be utilized. If deemed necessary, alternative measurements of background sound will be developed in accordance with ANSI S12.9 Part 3 (“Quantities and Procedures for Description and Measurement of Environmental Sound – Part 3: Short-term Measurements with an Observer Present”). The Applicant will submit all Sound Analyses to the County’s Zoning Administrator. Notwithstanding the foregoing, all sound produced by (i) necessary repair, restoration, maintenance, testing, replacement, or alteration of data center, public facilities/utilities, and related accessory uses, and (ii) use of electrical power generators during electrical power utility outages (i.e., consistent with Chapter 10, Article I, Section 10-8 of the King George County Code, “Noise Ordinance”) are exempt from these requirements.

## **XII. Declaration of Covenants**

The Applicant shall prepare and execute a Declaration of Covenants, Conditions and Restrictions (“Declaration”), which shall monitor and enforce the standards for development of the Property consistent with these proffers and other standards applicable to the Project. The Declaration shall be executed and recorded in the County’s land records prior to the submission of the first site plan. The Declaration shall include a provision establishing an Architectural Review Board to review architectural designs, signage, landscaping and lighting. The Declaration shall also establish a commercial Property Owner’s Association which shall be responsible for maintenance of the common areas.

I hereby proffer that the development of the Property included in this reclassification application shall be in strict accordance with the conditions set forth herein.

Green Energy Ventures, LLC  
Applicant

By: \_\_\_\_\_  
Leonard Mitchel  
(Title)

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Leonard Mitchel, in his capacity as \_\_\_\_\_ of Green Energy Ventures, LLC has signed the foregoing document and has personally acknowledged the same before me in my aforesaid jurisdiction for the company.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Plentiful Farm Family Limited Partnership, LLP  
Mount View Family Limited Partnership, LLP  
Frank B. Taylor Limited Partnership  
Owners

By: \_\_\_\_\_  
Laura S. Taylor  
General Partner

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Laura S. Taylor, in her capacity as General Partner of Plentiful Farm Family Limited Partnership, LLP and Mount View Family Limited Partnership, LLP has signed the foregoing document and has personally acknowledged the same before me in my aforesaid jurisdiction for the company.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_