

Instrument Prepared By:
Lucido & Associates
701 SE Ocean Blvd.
Stuart, Florida 34994

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SILVER FOX GRID STATION
PLANNED UNIT DEVELOPMENT ZONING
AGREEMENT

THIS PLANNED UNIT DEVELOPMENT ZONING AGREEMENT, made and entered into this ____ day of _____, 2026, by and between SILVER FOX 606 LLC, a Florida limited liability company, hereinafter referred to as OWNER, and the VILLAGE OF INDIANTOWN, a political subdivision of the State of Florida, hereinafter referred to as the “VILLAGE”.

WITNESSETH:

WHEREAS OWNER is the fee simple title holder of the property situated in the VILLAGE OF INDIANTOWN, Florida, and more particularly described in the legal description attached and incorporated as Exhibit A; and

WHEREAS it is the desire of OWNER to develop a Planned Unit Development (“PUD Agreement”) to be known as SILVER FOX GRID STATION PUD consisting of approximately 296 acres with a maximum of 2.2 million square feet of data center or equivalent heavy industrial use to be developed in ten (10) phases including Florida Power & Light (FPL) substation and renewable energy (battery storage); and

WHEREAS SILVER FOX GRID STATION PROPERTY OWNERS’ ASSOCIATION, a corporation not-for-profit, hereinafter referred to as ASSOCIATION, will be formed to provide for the maintenance, operation, and management of the roads, streets, rights-of-way, preserve areas, and other common facilities within the SILVER FOX

GRID STATION PUD; and

WHEREAS this type of unified development is permitted in the VILLAGE OF INDIANTOWN subject to a binding written document negotiated between OWNER and the VILLAGE in order to introduce flexibility into the strict zoning and development regulations in a manner that is mutually beneficial to the VILLAGE and the development, and to encourage enlightened and imaginative approaches to community planning.

NOW, THEREFORE, the parties do hereby agree as follows:

1. UNIFIED CONTROL

OWNER hereby warrants that it has, as a result of fee simple ownership, unified ownership of all real property included in this SILVER FOX GRID STATION PUD. Documents certifying title are attached and incorporated as Exhibit B. A Covenant of Unified Control by OWNER is attached and incorporated as Exhibit C.

2. DEVELOPMENT

OWNER agrees that the SILVER FOX GRID STATION PUD will be undertaken and carried out in accordance with the following:

A. The master site plan approved by the VILLAGE, a copy of which is attached and incorporated as Exhibit D. Approval of the master site plan shall authorize OWNER to submit the final site plan and subdivision plat in accordance with the terms and conditions of the approved master site plan. Approval of the master site plan by the VILLAGE shall not constitute approval to build or construct any improvements and is not the final approval necessary for construction of the development.

B. The final site plan and subdivision plat to be approved by the VILLAGE in accordance with such laws, ordinances, and regulations as may be in effect at the time of such

approval.

C. The Timetable for Development, which is attached and incorporated as Exhibit E.

D. The conditions and requirements agreed to by the VILLAGE and OWNER as set forth in the Special Conditions, attached and incorporated as Exhibit F.

E. Permits and authorizations granted in accordance with such laws, ordinances, and regulations as may be in effect at the time of such approval.

3. VESTED RIGHTS

OWNER shall have the right to develop the SILVER FOX GRID STATION PUD in accordance with applicable laws, ordinances and regulations, the provisions and requirements of this PUD Agreement, the approved master site plan, final site plans, construction plans, landscape plans, preserve area management plans, and subdivision plats, hereinafter sometimes collectively referred to as development orders. OWNER, its successors, and assigns, shall have no vested rights in any expired development orders for this PUD Agreement. The VILLAGE shall not be liable in connection with any and all disputes between OWNER, its successors, assigns, predecessors in title or other property owners within the SILVER FOX GRID STATION PUD regarding any development under this PUD Agreement.

4. COMMON AREAS, COVENANTS, CONDITIONS AND RESTRICTIONS

A. OWNER shall create a Declaration of Covenants, Conditions and Restrictions, hereinafter the Covenants and Restrictions, which shall be submitted as part of the application for the first subdivision plat. A copy of the Covenants and Restrictions shall be recorded at the time of the recording of the first subdivision plat. As part of said Covenants and Restrictions, ASSOCIATION shall be established for the maintenance, operation and management of the roads, streets, rights-of-way, preserve areas, infrastructure serving the development, and other common facilities (hereinafter sometimes referred to as Common Areas). The roads, streets, rights-of-way,

preserve areas, landscape areas, and other common facilities of the SILVER FOX GRID STATION PUD shall be shown on the approved master plan, final site plans, and subdivision plat(s). The Covenants and Restrictions shall be in conformity with such laws, ordinances, and regulations as may be in effect at the time of the approval of the first subdivision plat.

B. Except for conveyances to governmental entities, it shall be deemed a breach of this PUD Agreement for any land to be conveyed by OWNER by way of an instrument that does not contain the Covenants and Restrictions or incorporate them by reference thereto.

C. The ASSOCIATION shall not be dissolved, nor shall it dispose of any Common Areas, by sale or otherwise, except to an entity conceived and organized to own and maintain the Common Areas, without first receiving approval of the VILLAGE. The VILLAGE, as a condition precedent to the dissolution or disposal of the Common Areas, may require dedication of the Common Areas to the public as deemed necessary.

D. In the event that the VILLAGE determines that the ASSOCIATION, or any successor organization, has failed at any time to maintain the Common Areas of the SILVER FOX GRID STATION PUD in reasonable order and condition, in accordance with the approved development orders and applicable laws, ordinances, and regulations, then the VILLAGE shall serve written notice by certified mail, return receipt requested, upon such ASSOCIATION and upon each owner of real property within the SILVER FOX GRID STATION PUD. Said notice shall set forth the manner in which the ASSOCIATION has failed to maintain the Common Areas in reasonable order and condition and shall demand that such failure be remedied within thirty (30) days of the sending of such notice. In the alternative, said notice may require that the ASSOCIATION appear before the VILLAGE at a specified time (at least ten (10) days but not more than thirty (30) days after the sending of such notice). The ASSOCIATION, at the VILLAGE

required appearance via initial notice, can either contest the alleged failure to maintain the Common Areas or show cause why the ASSOCIATION cannot remedy such failure within the thirty (30) day period. If such failure has not been remedied within the thirty (30) day period, or such longer period as the VILLAGE may allow, then the VILLAGE, in order to preserve the taxable values of the real property within the SILVER FOX GRID STATION PUD and to prevent the Common Areas from becoming a public nuisance, shall hold a public hearing to consider the advisability of the VILLAGE entering upon such Common Areas and maintaining them for a period of one (1) year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the ASSOCIATION involved and to each owner of real property within the SILVER FOX GRID STATION PUD. Such notice shall be sent at least fifteen (15) days in advance of the hearing. At such hearing, the VILLAGE may determine that it is advisable for the VILLAGE to enter upon such Common Areas, take non-exclusive possession of them and maintain them, according to the VILLAGE standards, for one (1) year. Such entry, possession, and maintenance shall not be deemed a trespass when done in accordance with the procedures set forth above. In no event shall any such entry, possession, and maintenance be construed to give the public or the VILLAGE any right to use the Common Areas.

E. The VILLAGE may, upon public hearing with notice given in the same manner as above, return possession and maintenance of such common areas to the ASSOCIATION, or successor organization, abandon such possession and maintenance, or continue such possession and maintenance for an additional one (1) year period. The cost of such maintenance by the VILLAGE shall be assessed ratably against the real properties within the SILVER FOX GRID STATION PUD, the owners of which have the right to the use and enjoyment of the Common Areas and shall become a charge or lien on said properties if not paid within thirty (30) days

after the receipt of a statement therefor.

5. DESTRUCTION

In the event that all or a portion of the SILVER FOX GRID STATION PUD should be destroyed by a storm, fire, or other common disaster, OWNER, its grantees, successors or assigns and/or the ASSOCIATION, shall have the right to rebuild and/or repair so long as there is strict compliance with the approved master site plan, final site plan(s), subdivision plat(s), and development orders.

6. CHANGE OR AMENDMENT

A. There shall at all times be a strict adherence to the provisions of the PUD Agreement and the approved development orders. Any change or amendment to the PUD Agreement and/or the approved development orders shall only be made in accordance with Section 10.15, Amendments to Approved Development Orders, Land Development Regulations (LDR), VILLAGE OF INDIANTOWN Code.

B. Notwithstanding Paragraph 6.A., OWNER, its successors in interest and the VILLAGE may amend or terminate this PUD Agreement without securing the consent of other property owners whose property is subject to the PUD Agreement, unless such amendment or termination directly and materially modifies the allowable uses or entitlements of such owners' property.

7. BREACH OF AGREEMENT

A. Development shall at all times be in compliance with the PUD Agreement and the approved development orders. Failure to comply with a development order may result in the suspension of that development order, the cessation of the VILLAGE processing of all

applications for development on the subject property and any associated phases, or termination of the development order.

B. Any person, including the VILLAGE Town Council, hereinafter sometimes referred to as the Board, or any member of the VILLAGE Town Council, may file a complaint with the VILLAGE administrator alleging that a development order has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been disclosed regarding information required in a development application has occurred.

C. The above provisions shall not be interpreted to provide an exclusive remedy, and the VILLAGE may pursue any appropriate remedy at law or equity in the event OWNER or his successors in interest fail to abide by the provisions of this PUD Agreement.

8. JURISDICTION

This PUD Agreement shall be governed by the laws of the State of Florida, and any and all legal action instituted because of this PUD Agreement shall be instituted in the VILLAGE OF INDIANTOWN, Florida.

9. SUCCESSORS AND ASSIGNS

This PUD Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

10. NOTICE

Any notice, request, demand, consent, approval, or other communication required or permitted by this PUD Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; (iii) mailed by registered or certified mail (postage prepaid), return receipt requested; or (iv) mailed by regular U.S.

mail. For purposes of notice, the addressees are as follows:

OWNER: SILVER FOX 606 LLC
Attn: Nelson Ferreira
12800 US Highway #1, Suite 300
Juno Beach, FL 33408

ATTORNEY: Robert A. Burson
P.O. Box 1620
Stuart, FL 34995

VILLAGE: VILLAGE Administrator, Taryn Kryzda
VILLAGE OF INDIANTOWN
15516 SW Osceola Street
Indiantown, FL 34956

With required copy to:

VILLAGE Attorney
VILLAGE OF INDIANTOWN
Address

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or on the second day after the date of the deposit with an overnight courier; or on the date upon which the return receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not delivered if mailed; or on the second business day after the date of mailing by regular U.S. mail. Either party may change its address for the purpose of this Section by written notice to the other party given in accordance with the provisions of this Section.

11. ENTIRE AGREEMENT

This PUD Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this PUD Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms

hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

12. SEVERABILITY

If any term or provision of this PUD Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this PUD Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this PUD Agreement shall be deemed valid and enforceable to the extent permitted by law.

13. STATUTORY REFERENCES

Any references to laws, ordinances, codes, or other regulations shall include amendments to such laws, ordinances, codes, or other regulations.

IN WITNESS WHEREOF, the parties hereto have caused this PUD Agreement to be made and entered into the day and year first written. The date of this PUD Agreement shall be the date on which this PUD Agreement was approved by the Board of VILLAGE Commissioners.

Witnesses

OWNER

SILVER FOX 606 LLC, A FLORIDA LIMITED LIABILITY COMPANY

Name: _____

Address: _____

By: _____
Nelson Ferreira, Manager

Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2026, by Nelson Ferreira, as Manager of Silver Fox 606 LLC, a Florida limited liability company, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same. Witness my hand and official seal in the County and State last aforesaid this __ day of _____, 20 ____.

(Notarial Stamp)

Notary Public
My Commission Expires:

ATTEST

VILLAGE OF INDIANTOWN

Carolyn Timmann
Clerk of the Circuit Court and Comptroller

VILLAGE OF INDIANTOWN
TOWN COUNCIL
INDIANTOWN, FLORIDA

By: _____
Chairperson

(COMMISSION SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Village Attorney

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

OWNERSHIP CERTIFICATE

I, Robert A. Burson., a member of the Florida Bar, hereby certify that the record title to the property described in Exhibit A to the SILVER FOX GRID STATION PUD ZONING AGREEMENT dated the _____ day of _____, 2026 by and between SILVER FOX 606 LLC, a Florida limited liability company, and VILLAGE OF INDIANTOWN, is in the ownership of SILVER FOX 606, LLC, a Florida limited liability company.

Dated this ____ day of _____, 2026

Robert A. Burson
P.O. Box 1620
Stuart, Florida 34995
Florida Bar No. 1976

EXHIBIT C

UNIFIED CONTROL

The undersigned, being the owner of the property described in Exhibit A, to the SILVER FOX GRID STATION PUD ZONING AGREEMENT (PUD Agreement) dated the _____ day of _____, 2026 between SILVER FOX 606 LLC, a Florida limited liability Company, and the VILLAGE OF INDIANTOWN, does hereby covenant and agree that: (i) the property described in Exhibit A shall be held under single ownership, and shall not be transferred, conveyed, sold or divided in any unit other than in its entirety; provided, however that individual subdivision lots or fully constructed condominium units, if any, may be conveyed to individual purchasers in accordance with and subject to the terms and conditions of the PUD Agreement.

In addition, the following conveyances shall be permitted:

1. If the PUD is designed and planned to be developed in phases or portions of phases, and each phase or portion of a phase complies with the requirements contained within the PUD Agreement, then each phase or portion of phase may be conveyed separately upon final site plan and plat approval of that phase or portion of a phase.
2. Common elements, common open areas, and developed recreation areas, if any, may be conveyed to a property owners' association or other legal entity so long as such conveyance shall be subject to the express restriction that the subject property will never be used for any purpose other than as common elements, common open areas, or developed recreation areas as applicable.
3. Other portions of the subject property may be conveyed and used or maintained by governmental, environmental, charitable, or other organizations or agencies for such purposes as the VILLAGE OF INDIANTOWN Town Council, Florida may deem appropriate. Nothing herein contained shall limit, in any manner, the undersigned, or their successors or assigns, to mortgage or encumber the property or any part thereof.

The undersigned further agrees that the conditions, restrictions, and limitations contained herein shall be deemed a covenant running with the land and shall remain in full force and effect and be binding on the undersigned, its successors and assigns, until such time as the same may be released in writing by the VILLAGE OF INDIANTOWN, Florida.

The undersigned further agrees that this instrument shall be recorded in the public records of the VILLAGE OF INDIANTOWN, Florida.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the dates indicated below.

Witnesses

OWNER

SILVER FOX 606 LLC, A FLORIDA LIMITED LIABILITY COMPANY

Name: _____

Address: _____

By: _____
Nelson Ferreira, Manager

Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2026, by Nelson Ferreira, as Manager of Silver Fox 606 LLC, a Florida limited liability company, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same. Witness my hand and official seal in the County and State last aforesaid this _____ day of _____, 20____.

(Notarial Stamp)

Notary Public
My Commission Expires:

**EXHIBIT D
MASTER SITE PLAN**

Master site plan as approved by VILLAGE OF INDIANTOWN Town Council to be attached as Exhibit D.

EXHIBIT E

TIMETABLE FOR DEVELOPMENT

A. The SILVER FOX GRID STATION PUD shall be constructed in accordance with this timetable for development and the phasing plan attached as Exhibit E-1. All buildings shall be permitted by December 31, 2032. Except for Phase A, Phases and individual buildings may be approved and constructed in non-sequential order and/or concurrently, provided that supporting site infrastructure for a particular phase or building shall be completed in advance or constructed concurrently with improvements in the subject phase or building.

Phase A:	Construction of primary and secondary entrance on SW Silver Fox Lane; Construction of internal access roads and utilities to future buildings, Construction of access to existing lake in Phase B and construction and access to proposed lakes in Phases C and D; Clearing and grading of future development sites in Phases E through I.
Phase B:	Existing 7.3-acre lake
Phase C:	Proposed 11.6-acre lake
Phase D:	Security/AI Lab including 2.28-acre lake
Phase E:	One (1) 2 or 3-story building with maximum data center square footage of 539,400 sf or equivalent heavy industrial use including required access, parking, drainage, utilities, designated outdoor storage areas, and landscaping for the proposed building.
Phase F:	One (1) 2 or 3-story building with maximum data center square footage of 539,400 sf or equivalent heavy industrial use including required access, parking, drainage, utilities, designated outdoor storage areas, and landscaping for the proposed building.
Phase G:	One (1) 2 or 3-story building with maximum data center square footage of 539,400 sf or equivalent heavy industrial use including required access, parking, drainage, utilities, designated outdoor storage areas, and landscaping for the proposed building.

Phase H:	One (1) 2 or 3-story building with maximum data center square footage of 539,400 sf or equivalent heavy industrial use including required access, parking, drainage, utilities, designated outdoor storage areas, and landscaping for the proposed building.
Phase I:	FPL Substation, including required access, parking, drainage, utilities, and landscaping for the proposed substation, including required access, parking, drainage, utilities, and landscaping for the proposed substation.
Phase J:	Renewable energy (battery storage), including required access, parking, drainage, utilities, and landscaping for the proposed battery storage site.

Note: The maximum building square footage per phase may be adjusted at the time of final site plan application provided the maximum building square footage for the entire project site does not exceed 2,200,000 square feet of data storage buildings or the equivalent heavy industrial use exclusive of mezzanine storage areas.

Permits must be sought, with respect to the above, within one (1) year from the date the phase received final site plan approval and construction of each phase shall be completed within two (2) years after the date the phase received final site plan approval.

EXHIBIT E-1
PHASING PLAN

Phasing plan as approved by VILLAGE OF INDIANTOWN Town Council to be attached as Exhibit E-1.

EXHIBIT F

SPECIAL CONDITIONS

1. ADDITIONAL REQUIREMENTS

The SILVER FOX GRID STATION PUD shall comply with all requirements of the VILLAGE OF INDIANTOWN Comprehensive Growth Management Plan. Unless specifically provided for within this PUD Agreement, the SILVER FOX GRID STATION PUD shall comply with all requirements of the General Ordinances and Land Development Regulations, the VILLAGE OF INDIANTOWN Code.

2. DRAINAGE/STORMWATER MANAGEMENT

- A. It shall be OWNER'S sole responsibility to obtain the necessary drainage/stormwater management permits from the South Florida Water Management District (SFWMD). In no event shall VILLAGE bear the responsibility for aiding OWNER in obtaining permits from the SFWMD or funding the improvements necessary to develop the SILVER FOX GRID STATION PUD.

- B. In order to ensure that the SILVER FOX GRID STATION PUD's drainage/stormwater management system functions as designed and permitted in perpetuity; OWNER shall maintain the SILVER FOX GRID STATION PUD's drainage/stormwater management system according to the Stormwater Management System Maintenance Plan and Lake Area Management Plan to be submitted with the first final site plan application. The Maintenance Plan will provide that OWNER shall be responsible for performing the specific inspections and maintenance operations on the stormwater management system on-site and off-site as approved by the VILLAGE at final site plan approval in order to ensure it functions as intended and as approved by the VILLAGE. Neither the VILLAGE nor the SFWMD shall have any responsibility in maintaining the system.

3A. PROTECTED SPECIES

In the event that it is determined that any protected plant or animal species, as designated by State and Federal listing agencies is resident on or otherwise is significantly dependent upon the SILVER FOX GRID STATION PUD, OWNER shall cease all activities which might negatively affect that individual or population and immediately notify the VILLAGE, the Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS). Construction may resume when proper protection or permitting, required by the designated state and federal listing agencies, is provided by OWNER. Gopher Tortoises – In Florida, gopher tortoises are a protected species. No land clearing or construction shall occur until all tortoises that will be impacted are relocated to upland preservation areas or off-site, as authorized by FFWCC. A certified environmental professional will supervise clearing in the areas of the gopher tortoise burrows. Tortoises inhabiting burrows in areas to be developed will be captured and relocated using methodology approved by FFWCC and conducted by an environmental professional

possessing a valid relocation permit. During clearing and grubbing operations, equipment operators will be notified of the occurrence of gopher tortoises on-site and instructed to observe for roaming and foraging individuals. Should gopher tortoises be seen during the clearing and grubbing, all equipment operations will be stopped, and the gopher tortoises will be captured and relocated. Once the tortoise(s) have been safely relocated, equipment operation can resume.

Endemic Species - All gopher tortoise relocation efforts will include trapping of endangered endemic species that may live in the burrow.

Relocation of Tortoises - The VILLAGE OF INDIANTOWN Environmental Planning Consultant will be notified and will be provided with a copy of the Gopher Tortoise Relocation Permit as required from FFWCC. Every attempt shall be made to relocate within VILLAGE OF INDIANTOWN.

3B. BALD EAGLE NEST PROTECTION PLAN

The existing bald eagle nest identified on the Silver Fox Grid Station PUD master site plan shall be protected in accordance with the Bald Eagle Protection Plan attached as Exhibit F-1.

4. FIRE PROTECTION

Demonstration of compliance with the National Fire Protection Association (NFPA) is required. Specifically, stabilized roads and fire protection shall be completed before issuance of building permits pursuant to NFPA 241. Hydrants shall be located within 500 feet of each building.

5. TEMPORARY CONSTRUCTION OFFICE AND TEMPORARY SALES OFFICE

OWNER may establish and maintain on the property a temporary construction office and / or a temporary sales office in a location approved by the Planning Department Director during the period that the property is being developed and until three (3) months following the issuance of the last certificate of occupancy for a unit. A bond for the removal of the construction office shall be supplied to the VILLAGE.

7. DEVELOPMENT STANDARDS

Except as provided for within this PUD Agreement, the requirements of the Land Development Regulations, VILLAGE OF INDIANTOWN Code, and specifically the HI (Heavy Industrial District) zoning district shall apply to the development of the SILVER FOX GRID STATION PUD.

8. WATER/WASTEWATER:

Water and wastewater for the SILVER FOX GRID STATION PUD shall be provided by the VILLAGE OF INDIANTOWN. OWNER shall provide an executed copy of an agreement for each phase for such service within sixty (60) days of final site plan approval of that phase for the SILVER FOX GRID STATION PUD.

In the event, the Village has insufficient capacity for the initial development phases, then water and wastewater services will be provided through a combination of onsite wells and treatment systems, with a requirement to connect to the Village of Indiantown Utility System as service becomes available.

10. MAXIMUM BUILDING HEIGHT

The maximum height of all buildings and structures shall be 50 feet (up to 3 stories). Additional height may be permitted administratively subject to the criteria in Section 3-2.10, Heavy Industrial Zoning District.

11. BUILDING AREA

The total gross floor area for all buildings within the SILVER FOX GRID STATION PUD shall be 2,200,000 square feet of data center buildings, or the equivalent heavy industrial use exclusive of mezzanine areas which shall be exempt from the calculation of square footage for individual buildings or total square footage for the project. The estimated pervious/impervious area and/or building area square footage per Phase as shown on the Master Site Plan and Phasing Plan may be adjusted at the time of final site plan application for an individual building so long as any such adjustment remains in compliance with the overall traffic, drainage, and open space thresholds identified on the Master Site Plan, Phasing Plan or in the PUD.

12. USES

Authorized uses within the PUD shall include, without limitation, subject to the terms and conditions in this PUD Agreement: Data center or equivalent heavy industrial use. The location of outdoor storage areas may be adjusted or selected and depicted as part of each application for final site plan approval.

13. FINAL SITE PLAN DEVELOPMENT APPROVALS

Approval of final site plans consistent with this PUD Agreement, Master Site Plan and Phasing Plan shall be approved administratively by way of an expedited minor final site plan application.

EXHIBIT F-1

BALD EAGEL PROTECTION PLAN