PROJECT SUMMARY

Effective Date:	_____, 2026
Developer:	**AMAZON DATA SERVICES, INC.**, a Delaware corporation
County:	**ADAMS COUNTY, OHIO**, a county and political subdivision organized under the laws of the State of Ohio
Project:	Development of a data center campus, together with related structures and administrative office facilities, on the Project Site
Project Site:	Approximately 1,016.22 acres of real property located at 1022 Ginger Ridge Rd. in Manchester, OH 45144 (Adams County Auditor Parcel ID No. 183-00-00-079.000), as more particularly described and depicted on Exhibit A attached hereto
NDA:	That certain Nondisclosure Agreement, dated January 4, 2024, executed by Adams County Economic Development Authority.
Developer Notice Details:	Amazon Data Services, Inc. c/o Amazon.com, Inc. Attention: Real Estate Manager (AWS) CMH243 P.O. Box 81226 Seattle, WA 98108-1226 With a copy to: c/o Amazon.com, Inc. Attention: General Counsel (AWS Real Estate) CMH243 P.O. Box 81226 Seattle, WA 98108-1226 and AWS-Legal-RE@amazon.com and lsullivan@bakerlaw.com
County Notice Details:	Adams County, OH Attn: Board of County Commissioners 110 W. Main St. West Union, OH 45693 With a copy to: FBT Gibbons

	Attn: Patrick Woodside, Esq. 301 E 4th St #3300 Cincinnati, OH 45202
Governing Law:	Laws of the State of Ohio
Jurisdiction:	State and federal courts in the State of Ohio
Attachments:	Exhibit A – Project Site Exhibit B – County Improvements Exhibit C – Developer Improvements Exhibit D – Form of Recovery Plan Exhibit E – Form of Change Order Exhibit F – Project Site Design Requirements Exhibit G – Monthly Report Exhibit H - Wastewater Treatment Plant Rider Exhibit I – Form of JEDD Petition

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into on the Effective Date by **ADAMS COUNTY, OHIO**, a county and political subdivision organized and validly existing under the laws of the State of Ohio (the "**County**") and **AMAZON DATA SERVICES, INC.**, a Delaware corporation ("**Developer**"), both of whom may be referred to individually as a "**Party**" and collectively as the "**Parties**".

WITNESSETH THAT:

WHEREAS, Developer intends to acquire the Project Site for development as the Project; and

WHEREAS, the County and Developer have determined that the Parties will benefit from collaborating on the installation and construction of certain public infrastructure improvements; and

WHEREAS, the success of the Project depends upon the long-term commitment of substantial resources of Developer and the County and coordination between Developer and the County with respect to the planning, financing, scheduling, and construction of the Project and the public infrastructure improvements, and, as such, Developer and the County wish to enter into this Agreement to obtain and provide assurances and agreements to and from each other before making the determination to invest substantial Developer and the County resources.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Developer agree as follows:

ARTICLE 1
DEFINITIONS

The following terms have the meanings specified or referred to in this Article I.

"**Abnormal Inclement Weather**" means extreme weather conditions beyond those that typically occur in the area in which the Project is located as determined using historical weather data available from the National Oceanic Atmospheric Administration (or local equivalent); but does

not include normal seasonal weather conditions (such as rain, snow, ice, hail, wind, or drought), that could impact the County Work or Developer Work, as applicable, which will be accounted for in the Approved Schedule. Any failure of either party to comply with any monetary obligations hereunder is not a Force Majeure Event.

"**Affiliate**" means, with respect to Developer, any entity that directly or indirectly controls, is controlled by or is under common control with Developer.

"**Agreement**" is defined in the preamble of this Agreement.

"**Applicable Rules**" means all of the ordinances, resolutions, rules, regulations, and official policies of the County in effect as of the Effective Date, and does not include any laws, rules, or regulations of the State of Ohio or the United States (or of any other authority having jurisdiction over the Project) that the County merely administers or enforces, such as the Ohio Building Code.

"**Approved Design**" means the plans and specifications approved by the County for the applicable Roadwork Improvements as more particularly described below in Section 3.2 of this Agreement.

"**Change Order**" means a written order signed by Developer and the County authorizing or directing a change in the Approved Design, which will be in substantially the form attached as Exhibit E to this Agreement.

"**Confidential Information**", as used in this Agreement, will be given the meaning ascribed to such term in the NDA.

"**County**" is defined in the Project Summary.

"**County Delay Notice**" is defined in Section 2.3.3.

"**County Improvements**" means, collectively, those certain traffic and roadway improvements required to widen the Northern portion of Ginger Road and to widen Cabin Creek Drive to a width of approximately 20 feet, all as more particularly described and depicted in **Exhibit B**.

"**County Work**" means and refers to all work and actions required to be taken by the County to cause the County Improvements to be bid, awarded, performed, constructed and completed in accordance and compliance with all applicable terms and provisions of this Agreement. For the avoidance of doubt, the County Work excludes any work and actions required to be taken to design the County Improvements for which Developer will be responsible at Developer's sole cost and expense, subject to the terms, conditions and limitations set forth in this Agreement.

"**County Work Contribution**" is defined in Section 2.2.

"**County Work General Contractor**" means the general contractor engaged by the County pursuant to Section 2.1 to perform the County Work in accordance with the GMP Construction Contract, as defined below.

"Defects Liability Period" means the period commencing upon completion of the County Work and continuing for a period of twelve (12) months thereafter, during which the County Work General Contractor will, at its sole cost and expense and without recourse to the County or Developer, promptly correct any defect in the County Work that does not conform to Good Engineering and Construction Practices, the Approved Design, the Roadwork Permits, the GMP

Construction Contract or applicable Legal Requirements; provided that, as to any portion of the County Work repaired or replaced during such period, the Defects Liability Period for such repaired or replaced portion will restart and continue for an additional twelve (12) months from the date of such repair or replacement. The County will cause the GMP Construction Contract to include the foregoing obligations and enforcement and assignment rights, all as more particularly described below in Section 2.1.

"**Delay Liquidated Damages**" is defined in Section 2.3.4.

"**Developer**" is defined in the Project Summary.

"**Developer Improvements**" means, collectively, those certain traffic and roadway improvements required to widen the Southern portion of Ginger Road by approximately 10 feet and to provide WB-62 truck access from Route 52 to the NW ingress point of the Project Site, as more particularly described and depicted in **Exhibit C**.

"**Developer Work**" means and refers to (a) all work and actions required to be taken by the Developer to cause the Developer Improvements to be bid, awarded, designed, performed, constructed and completed in accordance and compliance with all applicable terms and provisions of this Agreement; and (b) all work and actions required to be taken by the Developer to cause the County Improvements to be designed in accordance and compliance with all applicable terms and provisions of this Agreement.

"**Draw Request**" is defined in Section 2.2.

"**Effective Date**" is defined in the Project Summary.

"**Economic Development Incentives**" means, individually and collectively, as the context may require, tax incentives, exemptions, abatements, or other economic benefits made available to Developer (or an Affiliate of Developer) in connection with the development and operation of the Project on the Project Site in accordance with terms, provisions and subject only to conditions that are acceptable to Developer (or an Affiliate of Developer, as applicable) in its discretion.

"**Force Majeure Event**" means any of the following events to the extent they cause actual, critical path delays in performance of any part of the Agreement: (a) Abnormal Inclement Weather affecting the Project; (b) acts of terrorists, war (whether declared or not), or national conflicts; (c) strikes, boycotts, or work stoppages not caused by or limited to the County or parties engaged by the County to complete the County Work; or (d) natural disasters (e.g., earthquakes, tornadoes, hurricanes, named storms, or floods); but only to the extent that such event (i) is beyond the reasonable control of the affected party; (ii) was not foreseeable, or, if foreseeable, could not have been prevented, avoided, or overcome by the affected party using the Standard of Care, (iii) prevents, hinders, or delays the affected party in its performance of any (or any part) of its obligations, and (iv) directly impacts the Developer Work or County Work, as applicable.

"GMP Construction Contract" means a cost-plus fee construction contract entered into by the County and the County Work General Contractor that (a) requires the County Work to be completed on an open-book basis for a guaranteed maximum price not exceeding the GMP, subject only to increased costs expressly authorized by a Change Order signed by Developer, (b) makes the County Work General Contractor responsible for costs in excess of the GMP except to the extent expressly authorized by such a Change Order signed by Developer, and (c) includes the warranty, correction, enforcement and assignment provisions required by Section 2.1.

"**Governing Law**" is defined in the Project Summary.

"**GMP**" is defined in Section 2.1.

"**Jurisdiction**" is defined in the Project Summary.

"**Legal Requirements**" means any applicable federal, state, county, township, and municipal statutes, ordinances, resolutions, codes, rules, regulations, and requirements.

"**Milestone Date**" is defined in Section 2.3.1.

"**Monthly Report**" is defined in Section 2.3.2 and will be in substantially the form attached as **Exhibit G** to this Agreement.

"**NDA**" is defined in the Project Summary.

"**Outside Completion Date**" is defined in Section 2.3.1.

"**Party**" and "**Parties**" are defined in the preamble of this Agreement.

"**Project**" is defined in the Project Summary

"**Project Manager**" means a project manager designated by the County in accordance with, and for the purposes described in, Article 5 of this Agreement.

"**Project Site**" is defined in the Recitals set forth immediately following the preamble of this Agreement.

"**Project Site Design Requirements**" means those design, land use and other requirements, such as minimum setback and security requirements, height restrictions, lighting and utility requirements and emergency response and public safety requirements described in **Exhibit F** to this Agreement.

"**Project Summary**" means the definitions and other information set forth prior to the preamble of this Agreement.

"**Proposed Schedule**" is defined in Section 2.3.1.

"Recovery Plan" means a written plan prepared by the County and reasonably acceptable to Developer setting forth the actions the County and/or the County Work General Contractor intend to take to recover from delays in the County Work and return the County Work to a rate of progress consistent with the Approved Schedule, as more particularly contemplated by Section 2.4. The Recovery Plan will be substantially in the form attached as **Exhibit D** and will identify in reasonable detail the causes of delay, corrective measures, implementation dates, and revised sequencing and schedule. Corrective measures may include increased staffing, additional crews, overtime, additional shifts, resequencing, acceleration measures, procurement modifications or other commercially reasonable actions. Except to the extent expressly approved by Developer in a written Change Order, all costs of implementing a Recovery Plan will be the responsibility of the County Work General Contractor under the GMP Construction Contract and will not increase Developer's obligations under this Agreement.

"**Required Rights-of-Way**" means, individually and collectively, as the context may require, any and all public rights-of-way and/or easements reasonably required to be acquired by the County for the construction, use, maintenance, replacement and repair of the Roadwork Improvements, including (without limitation) grading rights-of-way and/or easements, permanent infrastructure rights-of-way and/or easements, stopping sight distance rights-of-way and/or easements (tree limbing/clearing) and construction rights-of-way and/or easements.

"**Resolution**" means that certain Resolution _____, dated _____, passed by the County to authorize and approve this Agreement and its execution for and on behalf of the County.

"**Roadwork Improvements**" means and includes the County Improvements and the Developer Improvements, individually and collectively, as the context may require.

"**Roadwork Permits**" means, collectively, all permits, licenses, approvals, authorizations, consents, certificates, variances, waivers, entitlements and other approvals of any kind required from any governmental authority, quasi-governmental agency, special district, or other third party having jurisdiction over, or authority with respect to, the Roadwork Improvements, including all applications therefor and any amendments, modifications, renewals, extensions, supplements, or transfers thereof, that are necessary or required to design, develop, commence, perform, complete, inspect, test, connect, occupy, use, operate, or place into service the Roadwork Improvements.

"**Self-Help Remedy**" is defined in Section 2.4.4. Notwithstanding any notice and cure periods provided for in this Agreement, if Developer reasonably determines that a delay in the County Work constitutes an emergency or poses an imminent risk to the achievement of the Outside Completion Date or to the health or safety of persons or property, Developer may exercise the Self-Help Remedy immediately upon written notice to the County, without awaiting delivery of, or the County's failure to comply with, a Recovery Plan.

"**Standard of Care**" means the proper skill, care, knowledge and diligence to be expected of a party or firm skilled and experienced in carrying out services similar to the services of those described in this Agreement in relation to projects of a similar type, scope and complexity to the Project.

"**Utility Easements**" means, individually and collectively, as the context may require, any and all easements reasonably required to construct, install, use, operate, maintain, repair and replacement utility infrastructure improvements upon, under, above and/or beneath land owned by one or more third parties in order to facility the development and use of the Project Site for Developer's intended purposes.

"**Wastewater Treatment Plant Rider**" means the terms and provisions set forth in **Exhibit H** attached to this Agreement, which are incorporated into and made a part of this Agreement by reference, as more particularly described below.

ARTICLE 2
COUNTY'S OBLIGATIONS

2.1 Performance of the County Work; GMP. The County will be responsible for causing the County Work General Contractor to construct and complete the County Improvements in accordance with the Standard of Care, the Approved Design, this Agreement, the Roadwork Permits and applicable Legal Requirements. The County will enter into a GMP Construction Contract with the County

Work General Contractor for a guaranteed maximum price not exceeding $9,000,000 (the "**GMP**"). The GMP Construction Contract will provide that the County Work General Contractor is solely responsible for all costs in excess of the GMP, except increased costs expressly authorized by a Change Order signed by Developer. It will also: (a) permit assignment to Developer or its designee, without further consent of the County Work General Contractor, upon Developer's exercise of the Self-Help Remedy; (b) require commercially reasonable insurance for the County Work and name the County and Developer as additional insureds; and (c) require the County Work General Contractor, at its sole cost and expense, to warrant that the County Work is fit for the purposes described in this Agreement and the Approved Design, free from defects in materials and workmanship, performed using new materials of good quality unless otherwise specified in the Approved Design, and compliant with applicable Legal Requirements and the Roadwork Permits, with such warranties surviving for the Defects Liability Period. Upon Developer's written request, the County will cause evidence of required insurance to be delivered to Developer. If any warranty or correction obligation arises, the County will promptly notify the County Work General Contractor and, at Developer's election, either (i) use commercially reasonable efforts to enforce the County Work General Contractor's obligations, at the County Work General Contractor's cost to the maximum extent permitted by the GMP Construction Contract, or (ii) assign to Developer or its designee all rights and remedies relating to that obligation and reasonably cooperate, at no material out-of-pocket cost to the County, with Developer's enforcement. The County will not waive, release, compromise or amend any warranty or correction right without Developer's prior written consent. Defect correction will be funded by the County Work General Contractor, its subcontractors, insurers or sureties, and not by the County or Developer, except that this sentence shall not be construed in any manner to excuse the County from performing its non-monetary enforcement, assignment and cooperation obligations.

2.2 Developer Funding; Milestone Disbursements; Retention of Savings. Developer will contribute $9,000,000 toward the County Work (the "**County Work Contribution**"). Subject to the terms below, Developer will fund the County Work Contribution in four tranches: (i) an initial tranche equal to fifty percent (50%) of the County Work Contribution after the County delivers a written funding request and a fully executed copy of the GMP Construction Contract; (ii) a second tranche equal to twenty-five percent (25%) of the County Work Contribution after the engineer or architect of record certifies that approximately fifty percent (50%) of the County Work has been completed in accordance with the Approved Design; (iii) a third tranche equal to fifteen percent (15%) of the County Work Contribution after the engineer or architect of record certifies substantial completion of the County Work; and (iv) a final tranche equal to ten percent (10%) of the County Work Contribution after final completion and acceptance of the County Improvements. Each funding request must include the applicable certification and reasonably available supporting documentation. The County Work Contribution is a fixed contribution and will not be reduced based on the actual cost of the County Work. If the actual cost of the County Work is less than the County Work Contribution, the County will be entitled to retain the difference and may use such amount for any lawful purpose as the County determines in its sole discretion, without any obligation to refund such amount to Developer or provide any further accounting to Developer regarding its use. If the actual cost of the County Work is more than the County Work Contribution, the County and/or County Work General Contractor, as between them and as provided in the GMP Construction Contract, will be responsible for costs above the GMP and Developer's financial obligation will be limited to the County Work Contribution, unless expressly otherwise agreed upon in a Change Order signed by Developer. No disbursement waives any defect, warranty, completion, Self-Help Remedy or other right of Developer.

2.3 Schedule; Reporting; Notice of Delays.

2.3.1 Schedule; Milestone Dates. Within thirty (30) days following the Parties' agreement on the Approved Design for the County Improvements, the County will cause a schedule for the completion of the County Improvements (the "**Proposed Schedule**") to be prepared and delivered to Developer. The Proposed Schedule will require completion of the County Improvements by no later than January 1, 2033 (the "**Outside Completion Date**") and will include Milestone Dates (as defined below) by which certain critical portions of the County Work must be completed to ensure the County Work will be fully completed as required by this Agreement on or before the Outside Completion Date. For the avoidance of doubt, the Outside Completion Date will also be a Milestone Date for purposes of this Agreement. Developer will have ten (10) Business Days after receipt of the Proposed Schedule to review and give the County notice of Developer's approval of the Proposed Schedule or its requested changes. Upon Developer's approval, the Proposed Schedule shall be deemed the "**Approved Schedule**" and each date specified therein by which a certain critical portion of the County Work is required to be completed shall be deemed a "**Milestone Date**" and, collectively, the "**Milestone Dates**". Each Milestone Date is subject to extension to the extent impacted by the occurrence of one or more Force Majeure Event(s), all as more particularly described below in Section 8.7.

2.3.2 Reporting, Inspection and Meetings. The Parties acknowledge that timely completion of the County Improvements as necessary to achieve each of the Milestone Dates is a material inducement to Developer to enter into this Agreement. Beginning on the 30th day following the Parties' agreement upon the Approved Schedule, as contemplated by Section 2.3.1, and continuing each month through completion of construction of the County Improvements, the County will provide Developer a written report (each, a "**Monthly Report**") in the form of **Exhibit G** regarding the County's progress towards obtaining the Roadwork Permits and the construction of the County Improvements. Developer may comment on the Monthly Report, inspect progress during construction, and monitor and test for the compliance of the County Improvements with the Approved Design and other terms and provisions set forth in this Agreement. The County will provide Developer and Developer's employees and agents physical access necessary for inspection of construction progress. In addition to the Monthly Reports, the Parties shall meet regularly to discuss such matters as procedures, progress, coordination, communication and scheduling; provided the County shall not be required to meet with the Developer more frequently than once every 45 days absent a deviation from the Approved Schedule.

2.3.3 Notice of Delays. If the County (a) fails to complete any portion of the County Improvements in accordance with any applicable Milestone Date and/or (b) determines there is a substantial risk that, absent the implementation of acceleration measures, the County will fail to achieve one or more upcoming Milestone Date(s), the County must promptly (and in no case more than 4 business days thereafter) notify Developer (each such notice, a "**County Delay Notice**").

2.3.4 Delay Liquidated Damages. If the County fails to achieve any Milestone Date by the applicable date (as such date may be extended by a Change Order signed by Developer), the County will pay Developer the amount set forth in the Approved Schedule for each day or part of a day that elapses between the applicable Milestone Date and the achievement of that Milestone Date (the "**Delay Liquidated Damages**"). The County agrees that the Delay Liquidated Damages are a genuine and reasonable pre-estimate of Developer's losses in the event of the County's failure to meet a Milestone Date and are not a penalty. Payment of Delay Liquidated Damages will not relieve the County from its obligations to complete the County Work or from any of its other obligations under this Agreement. The Delay

Liquidated Damages applicable to each Milestone Date are cumulative to each other. To the extent the requirement to pay Delay Liquidated Damages is for any reason found to be void, invalid, a penalty or otherwise unenforceable, or if the amount is not stated or is stated as "0", then Developer will be entitled to pursue a claim for actual damages in lieu of such Delay Liquidated Damages. The amount of Delay Liquidated Damages in the Approved Schedule shall be subject to appropriation by the County.

2.4 Recovery Plans; Self-Help Rights.

2.4.1 Missed Milestone Date. If the County fails to achieve any Milestone Date, otherwise provides a County Delay Notice to Developer, or Developer reasonably determines based upon the progress of the County Work that the County Work is unlikely to achieve any upcoming Milestone Date or the Outside Completion Date, Developer may deliver written notice to the County requiring the County to prepare and deliver a Recovery Plan.

2.4.2 Approval of Recovery Plan. Within ten (10) Business Days after receipt of Developer's notice, the County shall prepare and deliver a proposed Recovery Plan to Developer. The Recovery Plan shall identify in reasonable detail the causes of the delay, corrective measures, implementation dates, and resequencing, acceleration, procurement or other commercially reasonable actions intended to mitigate delay and restore progress. Except to the extent expressly approved by Developer in a written Change Order, implementation costs will be the responsibility of the County Work General Contractor under the GMP Construction Contract, will not increase Developer's obligations, and will not require the County to incur monetary liability in excess of Section 6.2. Developer will have ten (10) Business Days to approve the proposed Recovery Plan or provide comments identifying reasonable revisions. The County will revise the Recovery Plan as reasonably requested by Developer, after which it will become binding. Developer's approval will not modify any Milestone Date or relieve the County of its obligation to cause completion of the County Work in accordance with each Milestone Date and the Outside Completion Date.

2.4.3 Implementation of Approved Recovery Plan. Following approval of a Recovery Plan, the County shall diligently cause the County Work General Contractor to implement the Recovery Plan in a commercially reasonable manner and in accordance with its terms so as to return the County Work to the schedule contemplated by the Approved Schedule and the Recovery Plan.

2.4.4 Failure to Comply with Approved Recovery Plan; Self-Help Remedy. If (a) the County fails to timely deliver a Recovery Plan, (b) the County fails to diligently implement an approved Recovery Plan in a commercially reasonably manner, or (c) the County Work is not returned to the schedule contemplated by the approved Recovery Plan within the time period specified therein, Developer shall have the right, but not the obligation, upon written notice to the County, to assume responsibility for all or any portion of the County Work and to complete the same directly or through one or more contractors selected by Developer (the "**Self-Help Remedy**").

2.4.5 County Cooperation with Self-Help Remedy. Following Developer's exercise of the Self-Help Remedy, the County shall reasonably cooperate with Developer and take all actions reasonably requested by Developer to facilitate completion of the County Work, including, by way of illustration and not limitation:

(a) assigning to Developer, or Developer's designee, all of the County's right, title and interest in and to the GMP Construction Contract and any other contracts relating to the County Work, to the extent assignable;

(b) executing consents, assignments, novations and other documents reasonably requested by Developer;

(c) granting Developer and its contractors access to all County-controlled portions of the County Work;

(d) delivering plans, specifications, permits, approvals, studies, reports, procurement records, project correspondence and other documents relating to the County Work;

(e) reasonably cooperating in connection with the transfer of permits, approvals and governmental authorizations to the extent permitted by applicable law; and

(f) reasonably coordinating with Developer to avoid disruption of the Project and facilitate completion of the County Work.

2.4.6 Offset Rights. Upon Developer's exercise of the Self-Help Remedy, Developer may apply any undisbursed portion of its contribution toward reasonable costs of completing the County Work and may offset such costs against amounts otherwise payable by Developer under this Agreement. The County will assign and cooperate in the enforcement of available claims against the County Work General Contractor, subcontractors, insurers and sureties.

2.4.7 Cumulative Remedies. The rights set forth in this Section are cumulative and in addition to any other rights or remedies available to Developer under this Agreement, at law or in equity. The County acknowledges and agrees that Developer's exercise of the Self-Help Remedy shall not constitute a default by Developer under this Agreement.

2.5 Acquisition of Required Rights-of-Way and Fiber and other Utilities Easements. To the extent existing public rights-of-way and/or easements are insufficient, the County hereby agrees, at Developer's sole cost and expense, to exercise best efforts, to the extent consistent with clearly established legal authority, to acquire all Required Rights-of-Way and Utility Easements and to grant easements and/or rights-of-way upon County-owned property to implement and facilitate the terms and provisions of this Agreement and as otherwise necessary for the completion of the Project, the Roadwork Improvements and the Development of the Project Site for Developer's intended use. Without limiting the generality of the foregoing, the County hereby covenants and agrees to grant and/or convey to Developer (free of any charge from the County) easements or other rights allowing Developer (or other third parties, such as a utility provider) to install, operate, maintain, repair and replace fiber and other utilities infrastructure and related improvements in a location mutually acceptable to Developer and the County on property owned by the County or subject to a public right of way permitting such use to the extent reasonably required to establish a fiber pathway or other utility infrastructure servicing the Project Site.

2.6 [Reserved].

2.7 Coordination with Developer. The County hereby agrees to use best efforts to coordinate and cooperate with Developer in connection with the County's performance of the County Work to

avoid any unreasonable interference with the construction of the Project or operations conducted from the Project Site or the performance of the Developer Work.

2.8 Roadwork Permits. The County will be responsible for obtaining all Roadwork Permits. Without limiting the generality of the foregoing, the County hereby agrees to be named as the applicant and signatory on all applications for the Roadwork Permits (including, without limitation, any applications for any Roadwork Permits required to be issued by the Ohio Environmental Protection Agency or any other governmental authority having jurisdiction). Developer will reimburse the County for all out-of-pocket fees, costs and expenses actually incurred by the County to apply for and obtain the Roadwork Permits within sixty (60) days following Developer's receipt of the County's request, together with invoices or other reasonable supporting documentation; provided, except as expressly otherwise provided below, in no case will Developer be required to reimburse the County for any fees, costs or other expenses associated with the issuance of the Roadwork Permits in excess of $650,000. If the Roadwork Permits require acquisition of wetland or stream compensatory mitigation credits, then the Developer hereby agrees to reimburse the County for any costs and expenses incurred in excess of the $650,000 cap to secure the mitigation credits, subject to the County obtaining Developer's prior written approval of any such excess costs before they are incurred (it being understood that Developer's approval will not be unreasonably withheld, conditioned or delayed).

2.9 Wastewater Treatment Plant Rider. The County hereby acknowledges and agrees to the terms and provisions set forth in Exhibit H attached to this Agreement, which are incorporated into and made a part of this Agreement by this reference thereto with the same force and effect as though fully set forth herein.

2.10 County Responsibility for Third-Party Claims. If (a) the County materially breaches this Agreement, (b) the breach directly results in a claim, demand, action or proceeding by an unrelated third party against Developer, and (c) Developer incurs actual losses, damages, liabilities, judgments, settlements, costs or expenses as a direct result, the County will reimburse Developer for amounts finally determined to have been directly caused by the County's breach. This Section does not apply to the extent a claim arises from Developer's negligence, misconduct or breach of this Agreement. The County's obligations under this Section are included within, and not in addition to, the aggregate monetary limitation of liability set forth below in Section 6.2 and remain subject to applicable law and appropriation requirements.

ARTICLE 3
DEVELOPER'S OBLIGATIONS

3.1 Scope of Developer's Work. Developer will cause each of the Developer Improvements to be designed and constructed and the Developer Work to be performed and completed in accordance with the applicable Approved Design, all applicable terms and provisions in this Agreement, any requirements and/or conditions set forth in the Roadwork Permits and all applicable Legal Requirements. The County will not require Developer to complete (or contribute towards the costs of completing) any public infrastructure other than the Developer Improvements in connection with the Project that are situated outside the boundaries of the Project Site or which do not exclusively serve the Project.

3.2 Design and Plan Approval. At no cost or expense to the County, Developer hereby covenants and agrees to cause plans and specifications for each of the Roadwork Improvements to be prepared and submitted to the County for its review and approval. The County will diligently review the plans and specifications and cooperate in good faith with Developer, as more particularly described

in Article 5, during the approval process. The County hereby covenants and agrees (a) that it will not unreasonably withhold or condition its approval of the plans and specifications for the Roadwork Improvements so long as the plans and specifications comply with standards and specifications applicable to public roads, the terms and provisions of this Agreement, any applicable requirements or conditions in the Roadwork Permits, and all applicable Legal Requirements; and (b) that in approving the plans and specifications, the County will act in good faith and will treat Developer no worse than other similarly situated developers. Upon the County's approval, the plans and specifications prepared by Developer and approved as described above will be deemed the "**Approved Design**" for purposes of this Agreement.

3.3 Costs of Developer Improvements. Developer will be responsible for all costs and expenses incurred to complete the construction of the Developer Improvements in accordance with the terms and provisions of this Agreement, the Approved Design, any requirements set forth in the applicable Roadwork Permits and all applicable Legal Requirements; provided, however, the County hereby acknowledges and agrees that in no case will Developer be responsible to contribute funding in excess of $18,000,000 towards the completion of the Developer Improvements.

3.4 [Reserved].

3.5 Dedication of Developer Improvements. All Roadwork Improvements not already subject to existing right-of-way dedications will be dedicated to and accepted by the County (or other applicable governmental authority) for public use so long as such Roadwork Improvements meet the applicable specifications for such dedications. To the extent the Roadwork Improvements, or portions thereof, are dedicated, the County (or other applicable governmental authority) will be responsible for all required maintenance of all Roadwork Improvements at the County's (or other governmental authority's) expense.

3.6 [Reserved].

3.7 Project Site Design Requirements. Developer will cause the plans and specifications for the improvements to be constructed on the Project Site to be prepared to comply with the Project Site Design Requirements.

3.8 Safety Obligations for Unused Buildings. In the event Developer ceases operations at the Project Site, Developer and the County hereby acknowledge Developer's obligation to comply with the Design Requirements, and all land use regulations, zoning ordinances, vacant building ordinances and other legal requirements applicable as of the Effective Date to unused buildings.

3.9 Wastewater Treatment Plant Rider. Developer hereby acknowledges and agrees to the terms and provisions set forth in Exhibit H attached to this Agreement, which are incorporated into and made a part of this Agreement by this reference thereto with the same force and effect as though fully set forth herein.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 General Representations of the County. The County hereby represents and warrants that: (a) it has the full power and authority to enter into this Agreement and to perform its obligations hereunder pursuant to the Resolution and that this Agreement is a valid and binding obligation, enforceable against it in accordance with its terms, and (b) the execution, delivery, and performance of this

Agreement by the County has been validly authorized by it and does not conflict with any other agreements entered into by it.

4.2 Specific Representations of the County. The County hereby agrees as follows:

4.2.1 The County will provide the County services to the Property as set forth in Section 5.4 herein; and

4.2.2 The County agrees that it will not impose any charges, fees or taxes against Developer or the Project, which are in excess of such charges, fees or taxes imposed on similarly situated projects consistent with then-current laws, rules and regulations of the County.

ARTICLE 5
COOPERATION AND COORDINATION; EXPIRATION

5.1 Cooperation; Designation of Project Manager. The County will designate the Project Manager and otherwise cooperate in good faith in connection with the Developer Work performed under this Agreement and will undertake to take all reasonable actions to advance the processing of the County approvals and permit applications required for completion of the Developer Work in accordance with this Agreement in a timely manner. The County hereby covenants and agrees to exercise best efforts to reasonably expedite the processing of all Roadwork Permits that will be issued by the County and to promptly and diligently pursue all other Roadwork Permits.

5.2 Responsibilities of Project Manager. The Project Manager's responsibilities will include (a) coordinate any reasonable requests Developer may have in a reasonably timely manner, including any request to convene meetings between representatives of Developer and its development teams and County or other local building, regulatory, and/or utilities officials to address any anticipated or emerging construction challenges for Developer Improvements and construction on the Project Site; (b) coordinate with utility service providers, as reasonably requested by Developer, to support the development of the Project Site and performance of the Developer Work; and (c) facilitate the permitting and site development process for the Project Site within the statutory authority of the County. The Project Manager will be the primary point of contact between Developer and the County, and the County will empower the Project Manager to coordinate efforts across departments and liaise with other governmental and third-party entities whose cooperation is needed for completion of the construction on the Project Site and the Roadwork Improvements. The Parties acknowledge that neither the County nor the Project Manager shall have any responsibility pertaining to the actions or inaction of any entity other than the County.

5.3 Prompt Plan Review and Approval. The County will review plans and specifications and perform all inspections required for the design, construction, development and occupancy of the Project Site and for the Developer Work in a timely manner, not to exceed [twenty (20)] business days.

5.4 Standard County Services and Permitting Fees. The County will provide to the Project Site all the County services usually and customarily provided by the County, including but not limited to, police protection and road maintenance for public roads. Developer will be charged only the County's then-current standard fees in connection with any design and/or construction permitting and approvals, which fees will be determined in a manner consistent and uniform with projects comparable to the development of the Project Site. No fees charged or imposed by the County in connection with the permitting and entitlements for the Project will exceed statutory limitations in effect as of the Effective Date.

5.5 County Cooperation to Facilitate Developer's Completion of the Project. The County hereby agrees to cooperate in good faith to allow Developer to install temporary construction entrances to and from the Project Site and to use temporary work zone signals at construction entrances along Ginger Ridge Road, as necessary or convenient to facilitate development of the Project Site in compliance with the approved site plan and applicable Legal Requirements. The County further agrees and approves of Developer causing the Developer Improvements to be closed and traffic to be detoured until as late as Q1 2029 to the extent permitted by applicable Legal Requirements. Subject to Developer's compliance in all material respects with the Project Site Design Requirements, the County hereby acknowledges and agrees that Developer shall not be required to obtain site plan approval (or any similar permit or approval) from the County in order to proceed with the development of the Project Site for Developer's intended use. The County will review all plans and specifications and perform all inspections relating to the completion of the Project in accordance with the County processes and requirements in effect as of the Effective Date of this Agreement, and Developer will be charged the then-current standard fees imposed by the County in a manner consistent and uniform with other projects that are comparable to the Project.

5.6 Vesting; Development Under Applicable Rules. The County acknowledges and agrees that Developer has a vested right, pursuant to this Agreement, to develop and operate the Project under the Applicable Rules, subject to the terms and conditions of this Agreement, regardless of any modification to the Applicable Rules adopted after the Effective Date, throughout the Term. No addition to, or modification of, the Applicable Rules adopted or effective after the Effective Date will be applied to the Project or the Project Site without Developer's prior written consent. The County further agrees that it will not enact or adopt any new or modified ordinance, resolution, rule, regulation, or official policy after the Effective Date with the intent to specifically or inequitably impact the Project, the Project Site, or this Agreement. In the event of any County action that purports to reduce or restrict the rights or obligations vested herein, such action will constitute a breach of this Agreement, and Developer will be entitled to all remedies available at law or.

5.7 Expiration. Except as expressly otherwise provided below in Section 8.20, this Agreement shall expire and the obligations of the Parties shall be deemed fulfilled and terminated upon the completion in full by both the Developer and the County of their respective obligations hereunder.

ARTICLE 6
DEFAULT

6.1 Default and Remedies. In the event of a default of this Agreement, the non-defaulting Party will provide written notice of the default to the defaulting Party and will specify a period of not less than thirty (30) days in which the defaulting Party will have a right to cure the default; provided, however, such cure period may be extended if: (i) a default cannot reasonably be cured within the cure period provided in such notice; (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice; (iii) the curing Party has theretofore been diligent in pursuing the cure; and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion.

In the event the defaulting Party fails to cure the default within the cure period, the non-defaulting Party will have the following rights: (a) terminate this Agreement and seek damages from the defaulting Party; (b) enforce this Agreement by any remedy available, provided, however, that in no case will this Agreement be construed to grant the County the remedy of specific performance to require Developer to develop or construct the Project, the Developer Improvements or any portion thereof; or (c) in the case of a default resulting from a missed Milestone Date for the County

Work or failure to comply with a Recovery Plan, Developer may elect to exercise any of the rights and remedies set forth in Section 2.4 of this Agreement, including (but not limited to) the Self-Help Remedy.

6.2 Limitation of Liability. In no event will any Party be liable to another Party under this Agreement for (i) any damages, liabilities, fees, costs, expenses, penalties, diminishments in value, losses or payments that exceed, in the aggregate, the sum of Developer's maximum financial obligations under this Agreement, or (ii) any indirect consequential, incidental, exemplary or punitive damages, with consequential damages including lost profits, lost business opportunity, and loss of reputation. No personal liability will accrue hereunder against either Party's individual officials, officers, employees or agents. For the avoidance of doubt, this Section 6.2 applies only to limit the County's direct financial obligations under this Agreement to pay, reimburse or otherwise fund costs incurred in connection with the County Work and this Section 6.2 shall not be construed to limit, qualify, excuse or terminate any non-monetary obligations of the County under this Agreement, including (by way of illustration and not limitation) any obligation relating to permitting, approvals, cooperation, coordination, contract administration, enforcement, assignment, access, transfer of permits or delivery of documents, and/or vesting and the Applicable Rules. Developer may seek specific performance, injunctive relief or other equitable relief to enforce those non-monetary obligations.

6.3 Estoppel Certificate. At any time, and from time to time, Developer may deliver written notice to the County, and the County may deliver written notice to Developer, requesting that such Party certify in writing that, to the knowledge of the certifying Party (a) this Agreement is in full force and effect and a binding obligation of the Parties; (b) this Agreement has not been properly amended, or if amended, the identity of each amendment; (c) to the knowledge of the requestee, the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach; and (d) any other factual matters reasonably requested (an "**Estoppel Certificate**"). The County acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to Developer and by mortgagees holding an interest in the Project Site.

ARTICLE 7
ASSIGNMENT

7.1 Developer Rights to Assign. Developer (and its successors and assigns hereunder) may assign this Agreement and its rights and obligations hereunder in whole or in part to an Affiliate (defined below), any entity resulting from the merger or consolidation of or with Developer, any person or entity which acquires all (or substantially all) of the assets of Developer, any successor of Developer by reason of public offering, reorganization, dissolution, or sale of stock, membership or partnership interests or assets, any entity owned at least twenty percent (20%) in the aggregate by Developer or one or more of its Affiliates, in connection with any financing transaction entered into for the Project, or to an entity that is a party to a lease or other occupancy agreement regarding the majority of the Property or the improvements thereon, without the County's consent. Upon any such assignment, the assignor will be automatically released from any and all obligations or liability under or in connection with this Agreement to the extent such obligations or liability is assumed by the assignee in writing. Developer (or its applicable successor or assign) may also assign this Agreement and its rights hereunder to other entities with the County's written consent, which will not be unreasonably withheld, conditioned or delayed.

7.2 County Rights to Assign. The County will not assign this Agreement without Developer's prior written consent.

ARTICLE 8
MISCELLANEOUS

8.1 No Relationship. Nothing in this Agreement creates an employer-employee relationship, a partnership, joint venture or other relationship between the Parties. Neither Party has authority to assume or create obligations of any kind on the other's behalf.

8.2 Costs. Except as expressly otherwise provided in this Agreement (including Section 3.6 of this Agreement), each Party will be responsible for and bear all of its own costs and expenses (including the expenses of its attorneys and representatives) incurred at any time in connection with this Agreement.

8.3 Amendment, Cancellation or Termination. Except as otherwise provided herein, this Agreement may be amended, cancelled or otherwise terminated only by the signed, written agreement of all Parties.

8.4 Relative Rights. The rights and obligations of the Parties hereunder will be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns of the Parties.

8.5 Severability. In the event that any provision or portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such provision or portion of this Agreement will be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement will remain in full force and effect and will, for all purposes, constitute this entire Agreement.

8.6 Notices. All notices, approvals, consents, requests or demands required or permitted to be given or served by either party to this Agreement will be in writing (unless otherwise expressly required), properly addressed to the addresses set forth in the Project Summary at the beginning of this Agreement and will be delivered: (a) by depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested, (b) by a nationally recognized overnight delivery service providing proof of delivery, or (c) by email delivery, if sent on a business day between the hours of 7:00 a.m. and 6:00 p.m. Pacific Time; provided within one (1) business day after the sending of such notice by email delivery a follow-up copy of such notice shall also be sent pursuant to either clause (a) or (b) above. Notices will be effective (i) in the case of registered or certified mail, on the date that is earlier of (x) the date receipt is acknowledged on the return receipt for such notice, or (y) the date that is five (5) business days after the date of posting by the United States Post Office, (ii) if by nationally recognized overnight delivery service providing proof of delivery, one (1) business day after the deposit of the notice with all delivery charges prepaid, and (iii) if by email delivery, on the date of delivery, provided that the email is sent on a business day during the hours stated above. Either party may by notice given aforesaid change its address for all subsequent notices. Notice will be deemed given upon delivery or when delivery is refused.

8.7 Force Majeure. If either Party hereto is delayed in the completion of its obligations hereunder (other than payment or reimbursement obligations) as a result of a Force Majeure Event, then the time herein fixed for completion of such obligations hereunder shall be extended by the number of days that the delayed Party has thus been delayed, but in no case will any Milestone Date be extended

by more than ninety (90) days in total. The delayed Party shall provide the other Party hereto with written notice of any delay as soon as reasonably practicable but in any case within five (5) business days after such Party has knowledge of both the circumstances that are the cause of the delay and the delay caused by those circumstances and such notice shall include the obligations of the delayed Party which will be delayed, expected period of delay, any mitigation measures that the delayed Party will take, and other information about the circumstances of the delay in reasonable detail; provided, however, that only one notice is necessary in the case of a continuing delay. Notwithstanding anything to the contrary herein, the delayed Party shall use reasonable efforts to perform its obligations herein, including through alternative means, in case of any Force Majeure Event. Without limiting the generality of the foregoing, the parties hereby acknowledge and agree that each reference in this Agreement to a 'Milestone Date' will be interpreted to mean such Milestone Date, as the same may be extended, as described above, as a result of the occurrence of one or more Force Majeure Event(s).

8.8 Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the Governing Law, without giving effect to any conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than the Governing Law. To the extent permitted by the Governing Law, this Agreement will be construed in accordance with the law and any applicable regulations in effect as of the Effective Date. All claims, counterclaims, disputes and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided by a competent court of the Jurisdiction.

8.9 Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

8.10 Incorporation of Exhibits. The Parties acknowledge and agree that all Exhibits attached hereto are an integral part of this Agreement and as such are incorporated herein by reference. Notwithstanding the foregoing, the Parties acknowledge the Exhibits attached hereto are not final and are attached for illustrative purposes only, it being understood that the final plans and specifications for the Roadwork Improvements will be submitted to and approved by the County after the Parties' execution of this Agreement as more particularly described in Section 3.2.

8.11 Executed Counterparts. This Agreement may be executed in several counterparts, each of which will be regarded as an original and all of which will constitute one and the same agreement. It will not be necessary in proving the validity of this Agreement to produce or account for more than one of such counterparts. The Parties may deliver executed versions of this Agreement and any amendments or addendums hereto by electronic means (*e.g.*, PDF or similar format delivered by electronic mail), and such electronic versions will be deemed to be original versions of this Agreement. The Parties agree that this Agreement may be electronically signed by one or more Parties. Any electronic signature used by a Party to sign this Agreement will be treated the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limiting the foregoing, nothing in this Agreement will be construed to require a Party to sign this Agreement by electronic signature.

8.12 Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

8.13 Entire Agreement; No Waiver. This written Agreement, together with the NDA and any agreements relating to the Economic Development Incentives, constitute the entire agreement between the

Parties and supersede any prior oral or written agreements between the Parties regarding the subject matter of this Agreement, the Project and the Roadwork Improvements. There are no verbal agreements which can or will modify this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the Parties.

8.14 Joint Economic Development District In consideration of the County's approval of an Ohio real property taxation exemption and agreement for the Project and Project Site pursuant to the Community Reinvestment Area program ("**CRA**") under R.C. 3735.65 through R.C. 3735.70, and conditional upon the approval of such CRA exemption and agreement by the JEDD Parties (defined below), the Developer as owner of the Project Site agrees to execute and deliver to Sprigg Township, by no later than thirty (30) business days after the latest of (i) the date all parties to the CRA agreement have executed the CRA agreement and (ii) the effective date of the County resolution that approves the CRA agreement and the expiration of the period for referendum thereon, a petition substantially in the form attached hereto as **Exhibit I** requesting and consenting to the addition of the Project Site to a joint economic development district established pursuant to a joint economic development district contract by and between Sprigg Township (the "**Township**"), the County, and the Village of Manchester, Ohio, or another municipality as determined by the Township, as amended (the "**JEDD**") for purposes of subjecting the Project Site to the JEDD income tax in accordance with the JEDD and Section 715.72 of the Ohio Revised Code.

8.15 Obligations Contingent Upon Receipt of Economic Development Incentives. Developer's obligations under this Agreement are contingent upon Developer's (or one of Developer's Affiliate's) receipt of the Economic Development Incentives. In the event Developer (or an Affiliate of Developer) does not enter into agreements establishing terms and conditions in accordance with which the Economic Development Incentives will be made available to Developer (or its Affiliate, as applicable), which terms and conditions must be satisfactory to Developer (or such Affiliate) in its reasonable discretion, Developer may elect to terminate this Agreement and, in the event of such termination, Developer will be released from its obligations arising under this Agreement and this Agreement will become null and void and shall be given no further force or effect; provided, however, that to the extent the County has incurred or paid costs in furtherance of the County Improvements that are otherwise the responsibility of the Developer under this Agreement, or the County has incurred any financial obligation in furtherance of the County Improvements, including without limitation pursuant to a GMP Construction Contract, any such costs or financial obligation paid or incurred by the County shall remain the obligation of the Developer payable as described in Section 2.2.

8.16 Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

8.17 Further Assurances. Upon request, each Party agrees (i) to furnish to the other Party such further information, (ii) to execute and deliver to the other Party such other documents, and (iii) to do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.

8.18 Public Records; Confidentiality. The County acknowledges and agrees that Ohio's public records laws exempt from disclosure certain types of records, materials and information, including without limitation: tax returns and related information (R.C. Sections 718.13, 5703.21); records confidential under other state or federal law (R.C. Section 149.43(A)(v)); social security numbers (R.C. Section 149.45); trade secrets and economic development project information (R.C. Sections 122.36,

1333.61, et seq); and financial information (R.C. Section 122.75), as such laws and rules may be amended, interpreted by one or more courts, or supplemented from time to time. The County agrees to continue to comply with the NDA and, further, to use reasonable safeguards to maintain the security of Confidential Information supplied by Developer in connection with the negotiation, execution and administration of this Agreement, and maintain confidentiality of the Confidential Information to the extent permitted by Ohio law. Developer acknowledges that the County's approval of this Agreement will take place in a meeting open to the public as required pursuant to Ohio's open meetings laws. Developer further acknowledges that portions of the Confidential Information may constitute public records subject to disclosure under Ohio public records laws and agrees that the County may be required to disclose the Confidential Information as required by law, provided that, in the event of a public records request for the Confidential Information and before any required disclosure pursuant to such public records request, the County (a) provides Developer written notice and a copy of such request as soon as reasonably practicable; (b) allows Developer sufficient time (but in any event at least five (5) business days beginning with the date Developer receives the notice described in the preceding clause (a)) to respond to the request by either working with the County to reach a mutually agreeable response to the requester or pursue legal remedies to stop the County's release of requested information (at Developer's sole expense); (c) discloses only such information as is required under the applicable law; and (d) communicates in good faith with Developer in responding to any such records request. The County agrees that its staff, representatives and agents will exercise reasonable discretion in oral and written communications regarding the Project and will provide information internally only to those individuals who need the information to facilitate the Parties' performance under this Agreement. The Developer shall be responsible for all documented, out-of-pocket legal costs of the County to comply with this Section 8.18 and otherwise to address open records requests related to this Agreement, the NDA, or the Project; provided, however, in no case shall Developer be required to pay costs or fees incurred by the County pursuant to this Section in excess of $70,000.

8.19 Duly Authorized. By their execution of this Agreement, the Parties each certify that this Agreement has been duly authorized and executed.

8.20 No Third-Party Beneficiaries. The only parties to this Agreement are the County and Developer. There are no third-party beneficiaries under this Agreement, and except for assignees and successors-in-interests to either Party, this Agreement will not be construed to benefit or be enforceable by any other person whatsoever.

8.21 Time. Time is of the essence in the performance of this Agreement.

8.22 Waiver of Jury Trial. Each Party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any dispute arising out of or relating to this Agreement.

8.23 Survival. Any provision of this Agreement, which, by its nature, is intended to survive the expiration or other termination of this Agreement will so survive and will benefit the Parties and their respective successors and permitted assigns.

8.24 Separate Agreement Regarding Water and Wastewater Services. Each of the parties hereby acknowledges and agrees that the terms, conditions and provisions in accordance with which the Developer will obtain water and wastewater services required for the Project Site are not governed by this Agreement, but rather will be set forth in one or more separate agreement(s) entered into by

and between Developer and the County and/or by and between Developer and Adams County Regional Water District.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, to be effective on the Effective Date.

COUNTY **ADAMS COUNTY, OHIO**

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Name: _____

Title: County Prosecutor

Date: _____

DEVELOPER **AMAZON DATA SERVICES, INC.**,
a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

COUNTY FISCAL OFFICER'S CERTIFICATE

The undersigned, as the duly elected and acting Auditor and Chief Fiscal Officer of Adams County, Ohio, hereby certifies, pursuant to Section 5705.41(D)(1) of the Ohio Revised Code, that the amount required to meet the obligations of Adams County, Ohio under this Development Agreement during the fiscal year in which this Development Agreement is made has been lawfully appropriated for such purposes and is in the treasury or in process of collection to the credit of an appropriate fund, free from any previous encumbrances.

By:_____
Name:_____
Title: Adams County Auditor and Chief Fiscal Officer
Date: _____

Exhibit A

Project Site

Legal Description of Project Site

Being situated in the Township of Sprigg, County of Adams, & State of Ohio, and also being a part VMS No. 423,1038,1751,5182,13213, and 13214 and also being all of Tracts 228.714 (194-00-00-006.000), 31.000 (194-00-00-005.000), 39.565 (183-00-00-079.000), 20.000 (183-00-00-079.001), 1.470 (183-00-00-078.000) also being 22.214 acres PF a original 100.722 acres (183-00-00-070.000) tract as well as part of a 945.997 acres (193-00-00-016.000) tract owned by Hamerkop Development, LLC. in O.R. 544 Pg. 694 and being bounded and described as follows:

Beginning at a spike found in the intersection of U.S. Route 52 and Ginger Ridge Road (C-11A) which is the true point of beginning;

Thence with said Ginger Ridge Road for the next eleven (11) calls N 05°37'35" W a distance of 57.47' to a spike set;

Thence N 44°44'24" W a distance of 83.53' to a spike set;

Thence N 37°25'58" W a distance of 42.01' to a spike set;

thence N 16°10'48" W a distance of 36.01' to a spike set;

Thence N 06°01'07" W a distance of 55.79' to a spike set;

Thence N 01°41'26" W a distance of 226.09' to a spike set;

Thence N 00°19'02" E a distance of 114.02' to a spike set;

Thence N 02'40'34" E a distance of 107.27' to a spike set;

Thence N 03°33'46" E a distance of 121.53' to a spike set;

Thence N 00°34'38" E a distance of 101.12' to a spike set;

Thence N 00°47'52" E a distance of 33.02' to a spike set;

Thence leaving said road N 81°52'23" W a distance of 17.31' to a concrete monument found being a corner to a 54.000 acre tract owned by Sandra Mabalot in D.B. 284 Pg. 719;

Thence with said Mabalot Tract for the next seven (7) calls N 00°17'16" W a distance of 207.68' to a concrete monument found;

Thence N 01°42'13" W a distance of 198.00' to a concrete monument found;

Thence N 02°12'07" W a distance of 297.29' to a concrete monument found;

Thence N 11°06'49" W a distance of 193.76' to a concrete monument found;

Thence N 21°10100" W a distance of 305.72' to a concrete monument found;

Thence N 28°09'41" W a distance of 330.67' to a concrete monument found;

Thence N 54°57'40" W a distance of 38.99' to a 5/8" rebar found also being a corner to a 1.004 acres tract owned by Terrance Michael Martin in O.R. 561 Pg. 624;

Thence with said Martin's line N 31°45'19" W a distance of 344.51' to a 5/8" rebar found;

Thence with said Martin's line S 56°56'23" E a distance of 9.64' to a spike set in said Ginger Ridge Road;

Thence with said Ginger Ridge Road of the next fifty-one (51) calls N 31°55'04" W a distance of 19.79' to a spike set;

Thence N 24°48'50" W a distance of 74.00' to a spike set;

Thence N 22°49'25" W a distance of 97.02' to a spike set;

Thence N 16°14'55" W a distance of 45.05' to a spike set;

Thence N 07°26'37" W a distance of 47.22' to a spike set;

Thence N 03°57'59" E a distance of 198.10' to a spike set;

Thence N 08°40'28" E a distance of 108.96' to a spike set;

Thence N 02°39'48" E a distance of 50.34' to a spike set;

Thence N 06°18'37" W a distance of 49.82' to a spike set;

Thence N 19°25'33" W a distance of 58.63' to a spike set;

Thence N 25°34'42" W a distance of 90.69' to a spike set;

Thence N 23°15'09" W a distance of 66.36' to a spike set;

Thence N 15°24'31" W a distance of 152.93' to a spike set;

Thence N 14°49'32" W a distance of 94.78' to a spike set;

Thence N 15°35'48" W a distance of 84.84' to a spike set;

Thence N 07°43'00" W a distance of 75.24' to a spike set;

Thence N 03°06'53" W a distance of 84.62' to a spike set;

Thence N 00°33'19" E a distance of 74.59' to a spike set;

Thence N 04°00'10" E a distance of 72.64' to a spike set;

Thence N 08°17'06" E a distance of 111.31' to a spike set;

Thence N 11°41'50" E a distance of 84.51' to a spike set;

Thence N 09°44'39" E a distance of 138.80' to a spike set;

Thence N 02°40'52" E a distance of 90.88' to a spike set;

Thence N 05°48'33" E a distance of 56.43' to a spike set;

Thence N 12°54'18" E a distance of 44.39' to a spike set;

Thence N 21°29'14" E a distance of 47.92' to a spike set;

Thence N 28°38'05" E a distance of 73.13' to a spike set;

Thence N 29°21'40" E a distance of 87.50' to a spike set;

Thence N 23°38'23" E a distance of 92.56' to a spike set;

Thence N 25°48'55" E a distance of 67.18' to a spike set;

Thence N 39°44'07" E a distance of 47.02' to a spike set;

Thence N 49°10'45" E a distance of 90.07' to a spike set;

Thence N 40°07'33" E a distance of 53.11' to a spike set;

Thence N 31°42'58" E a distance of 55.58' to a spike set;

Thence N 26°49'46" E a distance of 71.74 to a spike set;

Thence N 15°37'41" E a distance of 55.74' to a spike set;

Thence N 23°55'20" E a distance of 115.81' to a spike set;

Thence N 32°18'02" E a distance of 52.11' to a spike set;

Thence N 40°23'11" E a distance of 95.23' to a spike set;

Thence N 42° 03'25" E a distance of 206.99' to a spike set;

Thence N 45°15'23" E a distance of 20.41' to a spike set;

Thence N 54°31'01" E a distance of 23.33' to a spike set;

Thence N 61°01'07" E a distance of 31.10' to a spike set;

Thence N 73°34'12" E a distance of 33.25' to a spike set;

Thence N 74°52'22" E a distance of 63.85' to a spike set;

Thence N 73°00'45" E a distance of 52.98' to a spike set;

Thence N 70°15'18" E a distance of 94.29' to a spike found;

Thence N 74°46'36" E a distance of 110.42' to a spike found;

Thence N 88°02'16" E a distance of 103.52' to a spike found;

Thence N 89°41'07" E a distance of 103.99' to a spike found;

Thence N 61°47'58" E a distance of 78.19' to a spike found also being a corner to a 1.008 acres tract owned by Richard L. & Connie s. Sanders in O.R. 571 Pg. 275;

Thence with said Sander's line for the next three (3) calls S 25°04'22" E a distance of 235.37' to a 5/8" rebar found;

Thence N 42°03'16" E a distance of 207.31' to a 5/8" rebar found;

Thence N 26°53'22" w a distance of 234.63' to a spike found in centerline of said Ginger Ridge Road;

Thence with said Ginger Ridge Road for the next fourteen (14) N 40°13'10" E a distance of 244,35' to a spike found;

Thence N 46°14'11" E a distance of 83.12' to a spike found;

Thence N 72°45'28" E a distance of 74.78' to a spike found;

Thence S 84°21'56" E a distance of 89.98' to a spike found;

Thence S 77°54'30" E a distance of 168.77' to a spike found;

Thence N 88°56'43" E a distance of 60.08' to a spike found;

Thence N 69°22'01" E a distance of 64.79' to a spike found;

Thence N 47°27'44" E a distance of 113.29' to a spike found;

Thence N 38°02'59" E a distance of 233.74' to a spike found;

Thence N 42°22'13" E a distance of 94.74' to a spike found;

Thence N 50°18'22" E a distance of 91.79' to a spike found;

Thence N 58°44'21" E a distance of 68.69' to a spike found;

Thence N 70°01'21" E a distance of 64.29' to a spike found;

Thence N 79°43'05" E a distance of 240.29' to a spike found also being a corner to a 0.500 acres tract recorded as Boone Cemetary in D.B. 73 Pg. 619;

Thence with said Cemetary's line for the next three (3) S 19°23'24" W a distance of 154.45' to a 1" pipe found;

Thence S 70°00'25" E a distance of 146.13' to a 1" pipe found; Thence N 20°20'00" E a distance of 170.80' to a spike found in said Ginger Ridge Road;

Thence with said Ginger Ridge Road for the next six (6) calls S 69°47'59" E a distance of 37.35' to a spike found;

Thence S 69°45'05" E a distance of 62.44' to a spike found;

Thence S 69°45'34" E a distance of 299.62' to a spike found;

Thence S 78°31'04" E a distance of 74.47 to a spike found;

Thence N 63°53'43" E a distance of 95.92' to a spike found;

Thence N 39°17'31" E a distance of 133.48' to a spike found also being a corner to a 119.690 acres tract owned by Jack A & Roxanna Mccoy in O.R. 406 Pg. 141;

Thence with said Mccoy's line for the next eleven (11) calls S 61°35'24" E a distance of 820.59' to a 5/8" rebar found;

Thence N 25°49'17" E a distance of 246.90' to a 5/8" rebar found;

Thence S 58°40'52" E a distance of 335.50' to a 5/8" rebar found;

Thence S 01°25'43" W a distance of 248.11' to a 5/8" rebar found;

Thence S 15°13'24" W a distance of 242.61' to a 5/8" rebar found;

Thence S 26°40'04" E a distance of 193.72' to a 5/8" rebar found;

Thence S 18°54'46" E a distance of 254.49' to a 5/8" rebar found;

Thence S 28°58'42" E a distance of 243.75' to a 5/8" rebar found;

Thence S 14°54'46" E a distance of 570.48' to a 5/8" rebar found;

Thence S 33°06'22" E a distance of 240.89' to a 5/8" rebar found;

Thence N 68°55'56" E a distance of 1297.20' to a 5/8" rebar found also being a corner to a 40.720 acres tract owned by David F. Brombaugh in O.R. 461 Pg. 699;

Thence with said Brombaugh's line for the next three (3) calls N 68°15'54" E a distance of 357.70' to a 5/8" rebar found;

Thence N 19°18'19" E a distance of 229.09' to a 5/8" rebar found;

Thence N 04°32'19" E a distance of 265.38' to a 5/8" rebar found also beginning a corner Brombaugh and to Parcel One 29 acres 2 roods and 4 poles acres tract owned by Stephen J. & Carolyn B. Broering in O.R. 494 Pg. 035;

Thence with said Broering's line N 82° 04' 54" E a distance of 304.27' to a 5/8 rebar found being a corner to a 94.480 acres tract owned by Stephen J. & Carolyn B. Broering in O.R. 494 Pg. 035;

Thence with said Broering's line for the next three (3) calls S 02°54'22" W a distance of 1348.25' to a 5/8" rebar found;

Thence S 35°20'38" E a distance of 1169.91' to a 5/8" rebar found;

Thence S 35°20'38" E a distance of 263.54' to a stone found also being a corner to a 60.495 acres tract owned by Moyer on the Ohio LLC. in O.R. 502 Pg. 368;

Thence with said Moyer's line S 36°59'48" E passing a rebar set at 638.85' being a corner to said Moyers and a 1.190 acres tract owned by Harley Reveal III & Coletta Hamilton in O.R. 412 Pg. 093 and at 791.90' to a rebar set being a corner to said Moyers and said Hamilton for a total distance of 833.14' to a spike found in said U.S. Route Number 52;

Thence with said road for the next forty-seven (47) calls S 31°05'17" W a distance of 840.57' to a spike found;

Thence S 31°19'18' W a distance of 930.37' to a spike set;

Thence S 32°34'16" W a distance of 131.70' to a spike set;

Thence S 35°14'48" W a distance of 111.58' to a spike set;

Thence S 37°42'52" W a distance of 86.52' to a spike set;

Thence S 40°12'55" W a distance of 93.55′ to a spike set;

Thence S 42°47′35" W a distance of 106.38' to a spike set;

Thence S 45°18′30" W a distance of 90.85' to a spike set;

Thence S 47°22′02" W a distance of 98.17 to a spike set;

Thence S 49°18′33" W a distance of 86.68' to a spike set;

Thence S 52°01'03" W a distance of 93.80' to a spike set;

Thence S 54°22'44" W a distance of 94.88' to a spike set;

Thence S 56°29′09" W a distance of 90.43' to a spike set;

Thence S 58°51'23" W a distance of 94.81' to a spike set;

Thence S 61°03'18" W a distance of 83.05' to a spike set;

Thence S 63°06'30" W a distance of 92.09' to a spike set;

Thence S 65°11'03" W a distance of 84.50' to a spike set;

Thence S 67°41′14" W a distance of 84.80' to a spike set;

Thence S 70°04′07" W a distance of 93.09' to a spike set;

Thence S 72°22′08" W a distance of 95.51' to a spike set;

Thence s 73°38'52" W a distance of 227.84' to a spike set;

Thence S 73°53'58" W a distance of 252.82' to a spike set;

Thence S 73°52′12" W a distance of 1095.59' to a spike set;

Thence S 73°41′39" W a distance of 343.29' to a spike set;

Thence S 74°24'55" W a distance of 117.39' to a spike set;

Thence S 75°02′13" W a distance of 77.52′ to a spike set;

Thence S 76°54'54" W a distance of 69.14' to a spike set;

Thence S 79°38'29" W a distance of 76.26' to a spike set;

Thence S 82°44'10" W a distance of 81.25' to a spike set;

Thence S 85°45'54" W a distance of 86.61' to a spike set;

Thence S 88°59'32" W a distance of 84.77' to a spike set;

Thence N 88°16'51" W a distance of 79.69' to a spike set;

Thence N 85°12'29" W a distance of 81.92' to a spike set;

Thence N 82°25'05" W a distance of 80.47' to a spike set;

Thence N 79°10'16" W a distance of 78.38' to a spike set;

Thence N 76°11'03" W a distance of 78.43' to a spike set;

Thence N 73°38'02" W a distance of 69.57' to a spike set;

Thence N 70°48'21" W a distance of 93.35' to a spike set;

Thence N 70°12'04" W a distance of 968.69' to a spike set;

Thence N 70°46'21" W a distance of 112.66' to a spike set;

Thence N 72°00'53" W a distance of 116.47 to a spike set;

Thence N 72°56'20" W a distance of 114.08' to a spike set;

Thence N 74°03'28" W a distance of 122.01' to a spike set;

Thence N 75°18'30" W a distance of 117.16' to a spike set;

Thence N 76°18'24" W a distance of 129.14' to a spike set;

Thence N 76°53'52" W a distance of 131.20' to a spike set;

Thence N 77°33'34" W a distance of 402.95', to the beginning, containing 1016.2174 acres, more or less, and being subject to all legal right of ways, easements & restrictions of record.

Bearings are based upon the N 05°37'35" W line of state plane coordinate system NAD 83 Ohio South.

An actual Field Survey was performed under the supervision of David C. Hook, Registered Land Surveyor No. 8024, on July 2, 2021 as found in File No. L521-010.

Depiction of Project Site

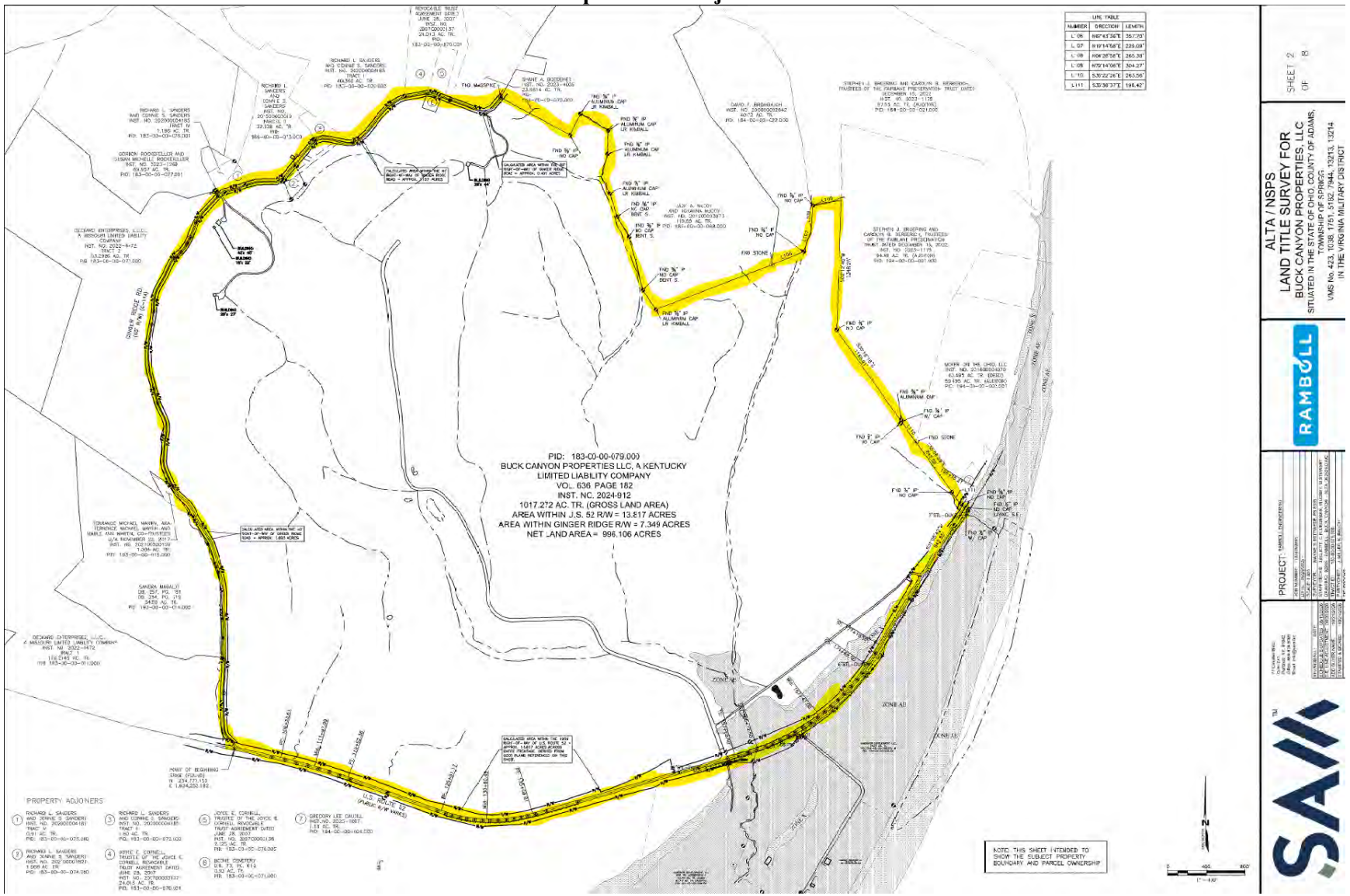


Exhibit B

County Improvements

[See attached]

ADAMS COUNTY, OHIO
GINGER RIDGE ROAD AND CABIN CREEK ROAD IMPROVEMENTS

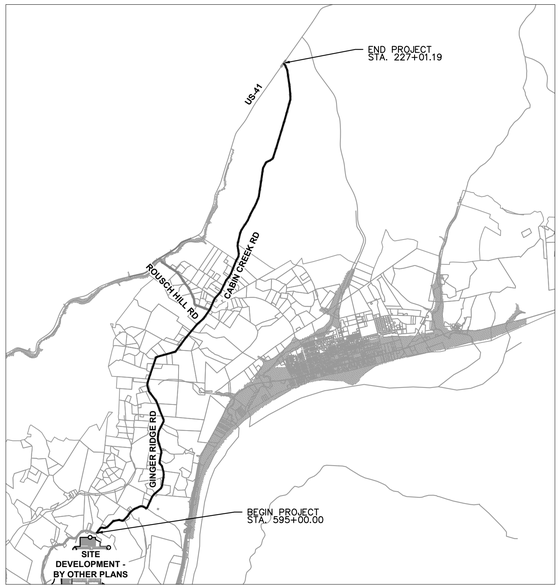
TOWNSHIP OF SPRIGG , COUNTY OF ADAMS , STATE OF OHIO

PROJECT DESCRIPTION

WIDENING OF OFF-SITE ROADWAY WHICH INCLUDES GINGER RIDGE AS WELL AS CABIN CREEK ROAD TO ALLOW FOR TRUCK ACCESS AND REGULAR USAGE.

INDEX OF SHEETS:

TITLE SHEET	1
SCHEMATIC PLAN	2 – 3
TYPICAL SECTION	4
TRUCK PLANVIEW SHEETS	5 – 21



LOCATION MAP

LATTITUDE: 38°41'51.75"N LONGITUDE: 83°38'08.36"W

NORTH

GRAPHIC SCALE IN FEET
0 2500 5000 10000

ADAMS COUNTY APPROVALS

APPROVED _____
DATE _____ ADAMS COUNTY ENGINEER

We, the Commissioners of Adams County in formal session, hereby approve these plans.

APPROVED _____
DATE _____ ADAMS COUNTY ENGINEER

APPROVED _____
DATE _____ OHIO DEPARTMENT OF TRANSPORTATION DISTRICT 9

DESIGN DESIGNATION:	**GINGER RIDGE ROAD**	**SR-41**
AADT YEAR (2024)	XX	XX
DESIGN YEAR (2044)	XX	XX
CURRENT DHV (2024)	XX	XX
DESIGN YEAR DHV (2038)	X	X
TRUCKS (24 HOUR B&C)	X	X
DIRECTIONAL DISTRIBUTION:	X	X
LEGAL SPEED:	X	X
DESIGN SPEED:	X	X
FUNCTIONAL CLASSIFICATION:	X	X
NHS PROJECT:	X	X

SURVEYOR

OHIO DEPARTMENT OF
TRANSPORTATION TIMS GIS

ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.
7965 N. HIGH STREET, SUITE 200
COLUMBUS, OH 43235
TEL: (614) 212-4004
EMAIL: BRANDON.GREGG@KIMLEY-HORN.COM
CONTACT: BRANDON GREGG

STANDARD CONSTRUCTION DRAWINGS					**SUPPLEMENTAL SPECIFICATIONS**
ADAMS COUNTY		**ODOT**			
					SPECIAL PROVISIONS

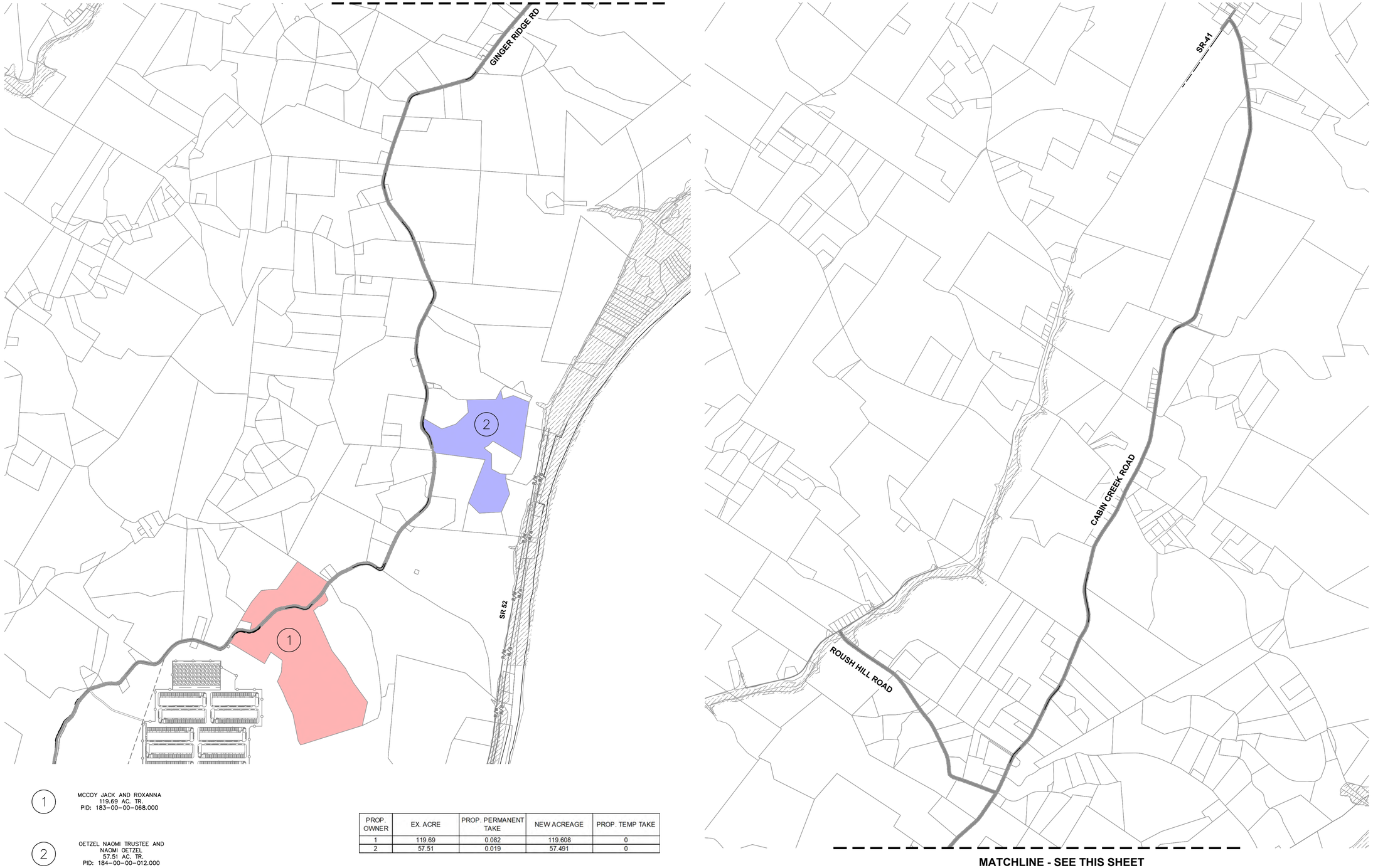
UNDERGROUND UTILITIES
Contact Two Working Days Before You Dig
OHIO811.org Before You Dig
OHIO811, 8-1-1, or 1-800-362-2764
(Non members must be called directly)

TITLE SHEET

Kimley»Horn

DESIGNER	LMH
REVIEWER	BWG
PROJECT ID	190297021
SHEET	1
TOTAL	21

Drawing name: K:\CLB_LDEV\190297021_AWS_OAH243_AdamsCo_OH\2 Design\CAD\PlanSheets\OAH243-Roadway-2\C-TITLE-ROAD.dwg Layout1 Dec 11, 2025 7:49pm by: Josh.Lamparyk
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1 MCCOY JACK AND ROXANNA
119.69 AC. TR.
PID: 183-00-00-068.000

2 OETZEL NAOMI TRUSTEE AND
NAOMI OETZEL
57.51 AC. TR.
PID: 184-00-00-012.000

PROP. OWNER	EX. ACRE	PROP. PERMANENT TAKE	NEW ACREAGE	PROP. TEMP TAKE
1	119.69	0.082	119.608	0
2	57.51	0.019	57.491	0

MATCHLINE - SEE THIS SHEET

SCHEMATIC PLAN IMPACTED PROPERTY AREAS

DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 2 | TOTAL 21

Drawing name: K:\CLB_LDEV\190297021_AWS_CMH243_AdamsCo_OH\2 Design\CAD\PlanSheets\CMH243-Roadway-2\C-SCHEMATIC-ROAD.dwg Layout1 (2) Dec 11, 2025 7:49pm by: Josh.Lamparyk
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LEGEND

PROPOSED IMPACT AREA

MATCHLINE - SEE THIS SHEET





MATCHLINE - SEE THIS SHEET

1 MCCOY JACK AND ROXANNA
119.69 AC. TR.
PID: 183-00-00-068.000

2 OETZEL NAOMI TRUSTEE AND
NAOMI OETZEL
57.51 AC. TR.
PID: 184-00-00-012.000

PROP. OWNER	EX. ACRE	PROP. PERMANENT TAKE	NEW ACREAGE	PROP. TEMP TAKE
1	119.69	0.082	119.608	0
2	57.51	0.019	57.491	0

NORTH

GRAPHIC SCALE IN FEET
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SCHEMATIC PLAN HEAVY CONSTRUCTION

DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

REVIEWER
BWG

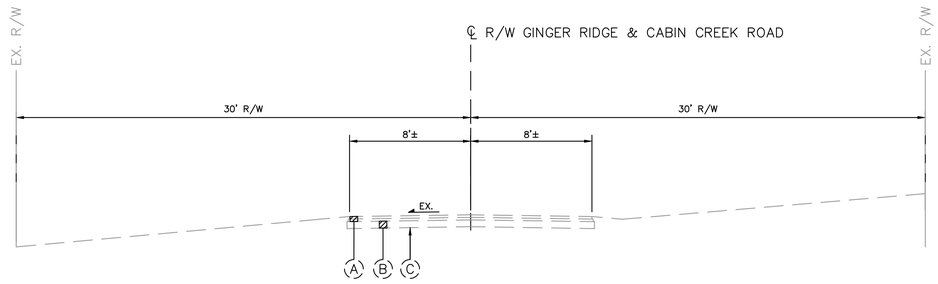
PROJECT ID
190297021

SHEET 3 | TOTAL 21

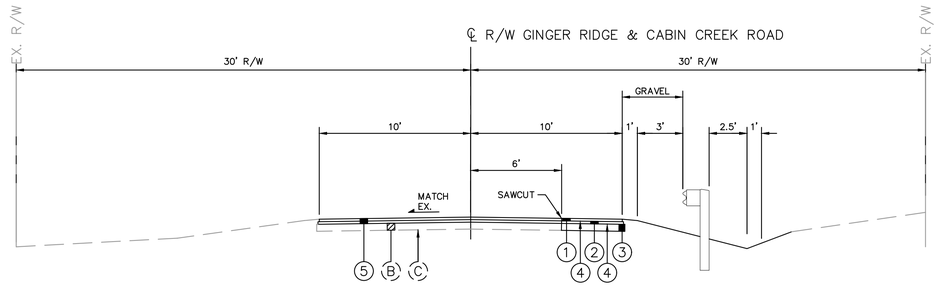
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LEGEND

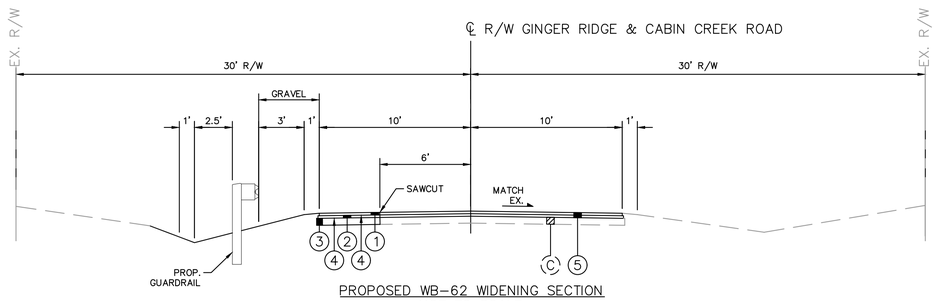
- (A) EXISTING ASPHALT CONCRETE SURFACE COURSE
- (B) EXISTING AGGREGATE BASE
- (C) EXISTING SUBBASE
- (1) PROPOSED ASPHALT CONCRETE SURFACE COURSE
- (2) PROPOSED AGGREGATE BASE
- (3) PROPOSED SUBBASE
- (4) PROPOSED TACK COAT
- (5) PAVEMENT PLANING, ASPHALT CONCRETE



EXISTING SECTION
NOT TO SCALE



PROPOSED WB-62 WIDENING SECTION
NOT TO SCALE



PROPOSED WB-62 WIDENING SECTION
NOT TO SCALE

TYPICAL SECTIONS

DESIGN AGENCY
Kimley»Horn

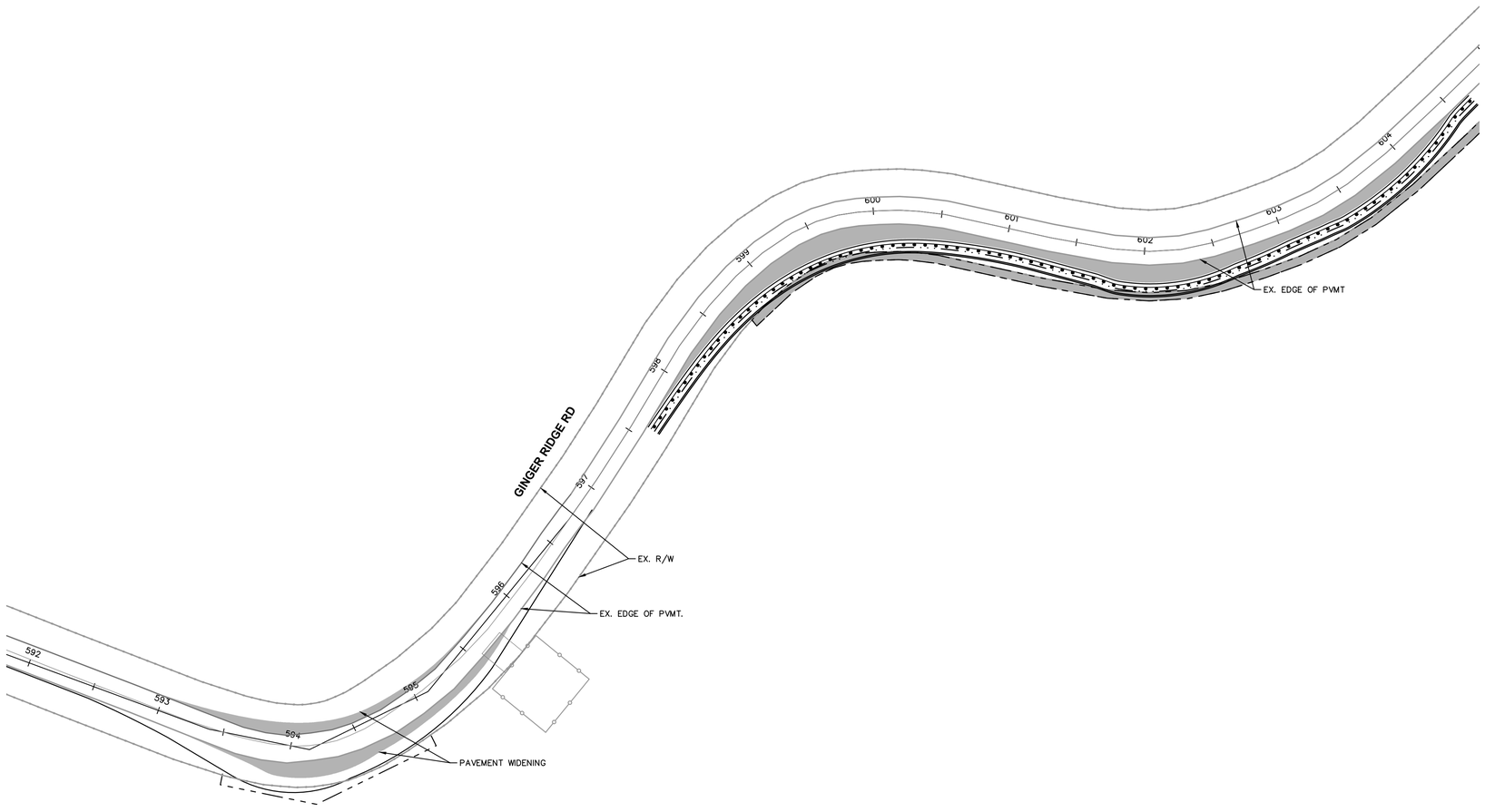
DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 4 | TOTAL 21

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NORTH

GRAPHIC SCALE IN FEET
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WB-62 WIDENING

DESIGN AGENCY
Kinley Horn

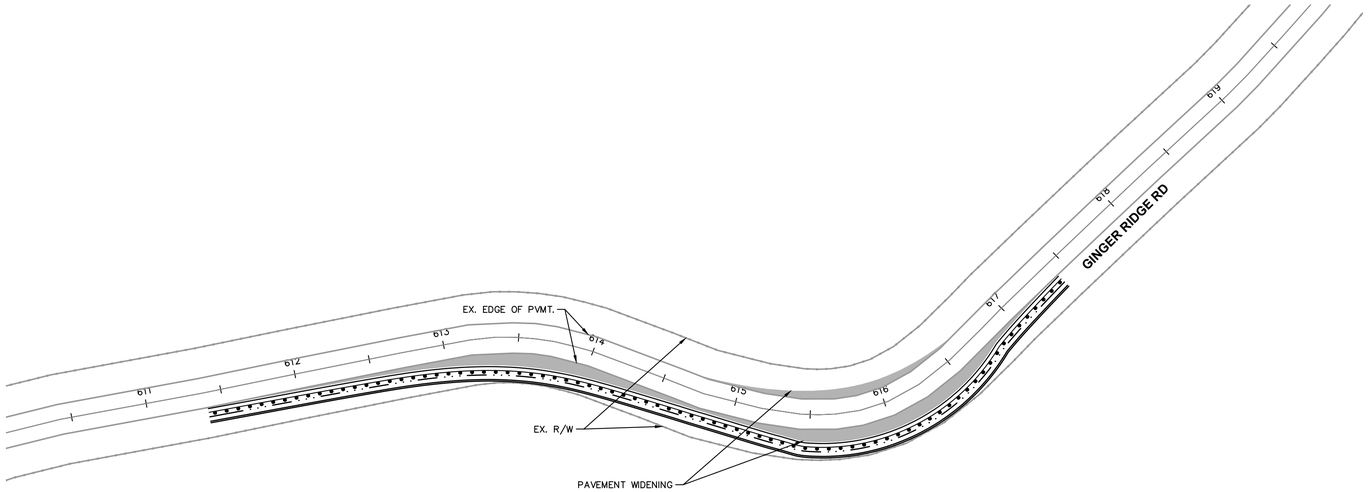
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LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 5 | TOTAL 21

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NORTH

GRAPHIC SCALE IN FEET
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WB-62 WIDENING

DESIGN AGENCY
Kimley»Horn

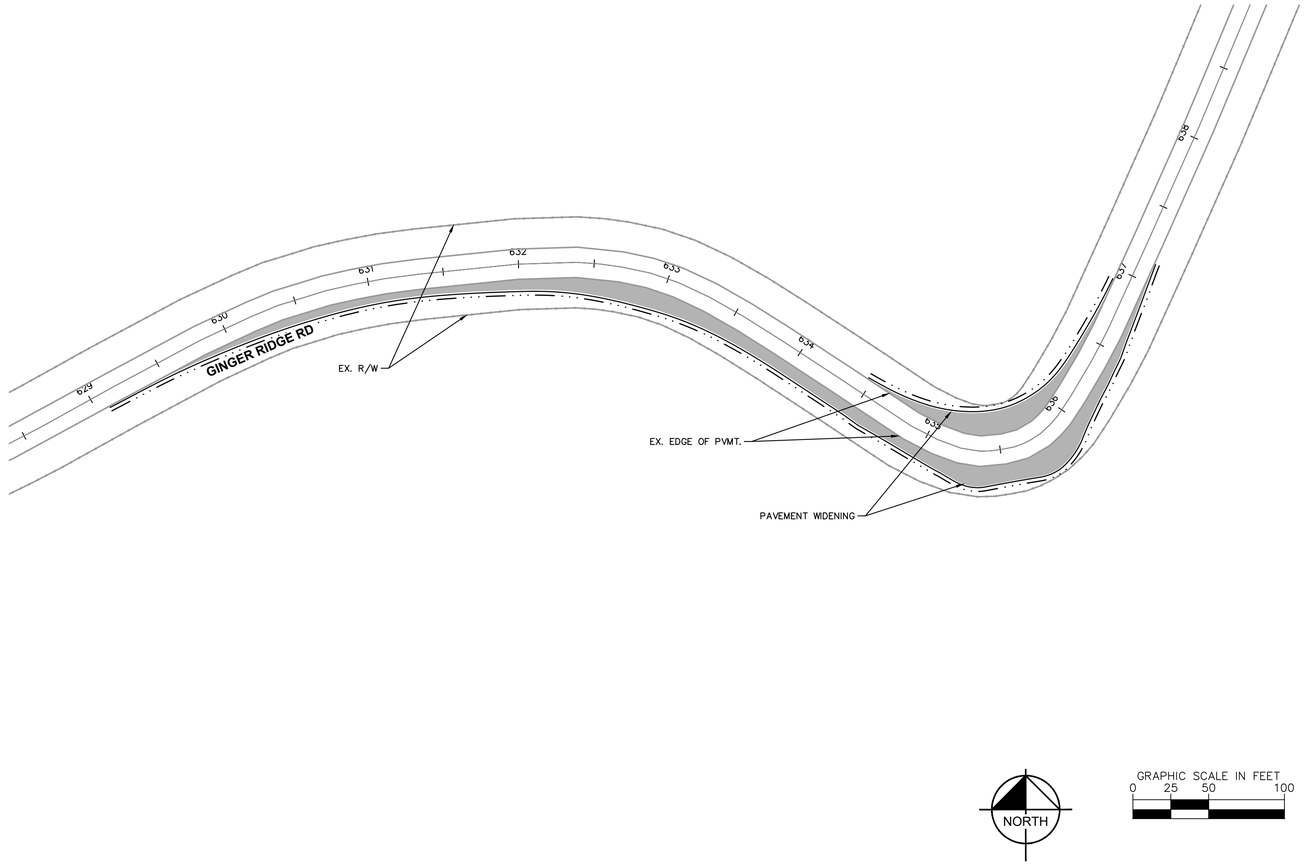
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LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 6 | TOTAL 21

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WB-62 WIDENING

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Kimley»Horn

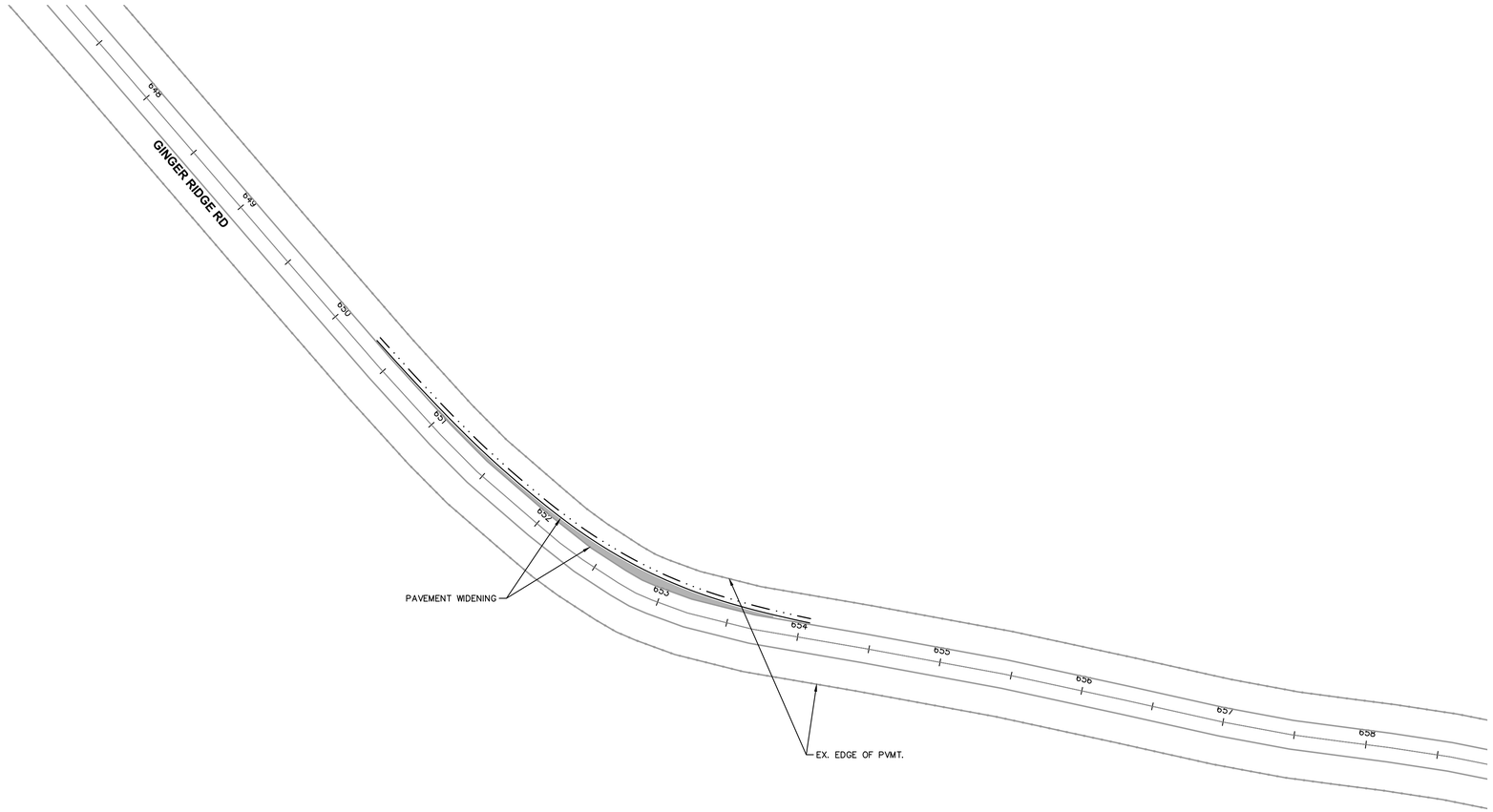
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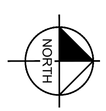
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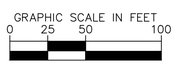
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SHEET 7 | TOTAL 21

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WB-62 WIDENING

DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

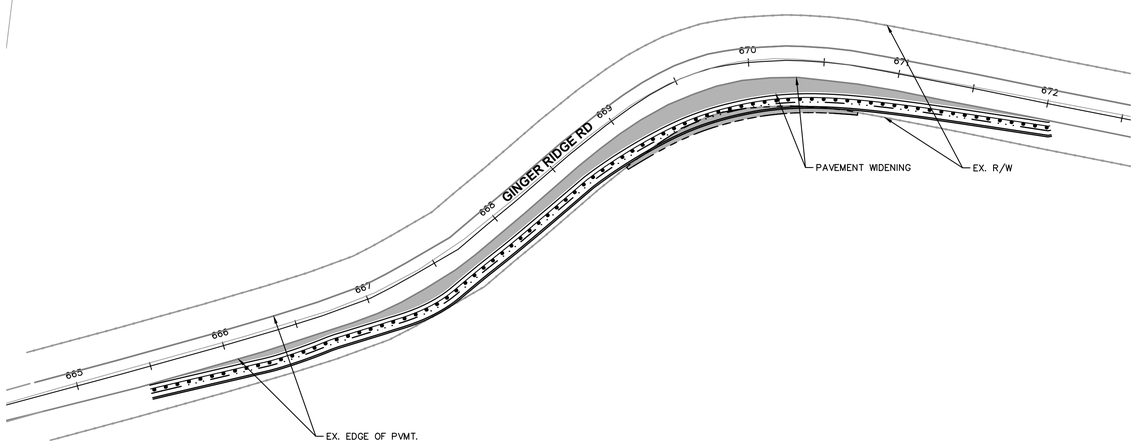
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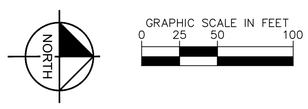
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SHEET 8 | TOTAL 21

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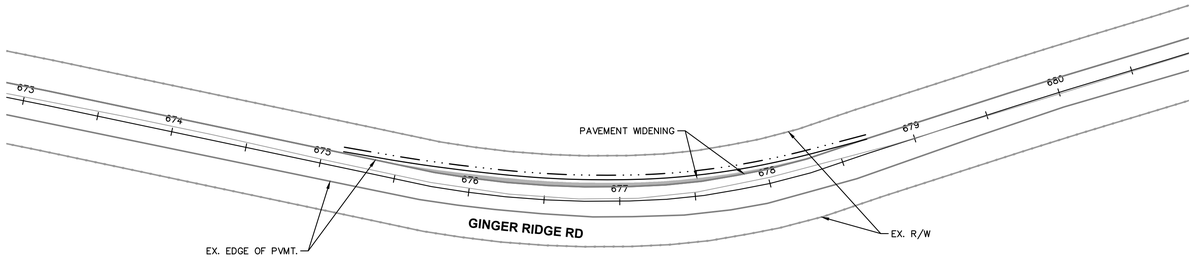




WB-62 WIDENING

DESIGN AGENCY
Kimley»Horn

DESIGNER	LMH
REVIEWER	BWG
PROJECT ID	190297021
SHEET	9
TOTAL	21





GRAPHIC SCALE IN FEET
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WB-62 WIDENING

DESIGN AGENCY
Kimley»Horn

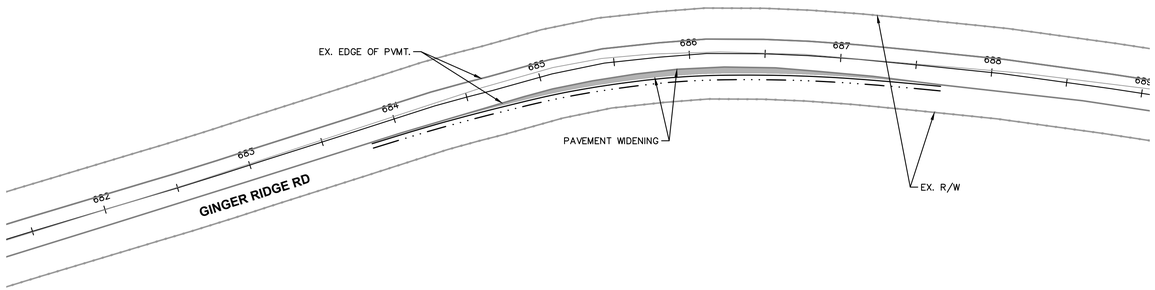
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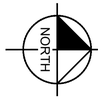
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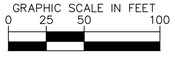
PROJECT ID
190297021

SHEET 10 | TOTAL 21

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WB-62 WIDENING

DESIGN AGENCY
Kimley»Horn

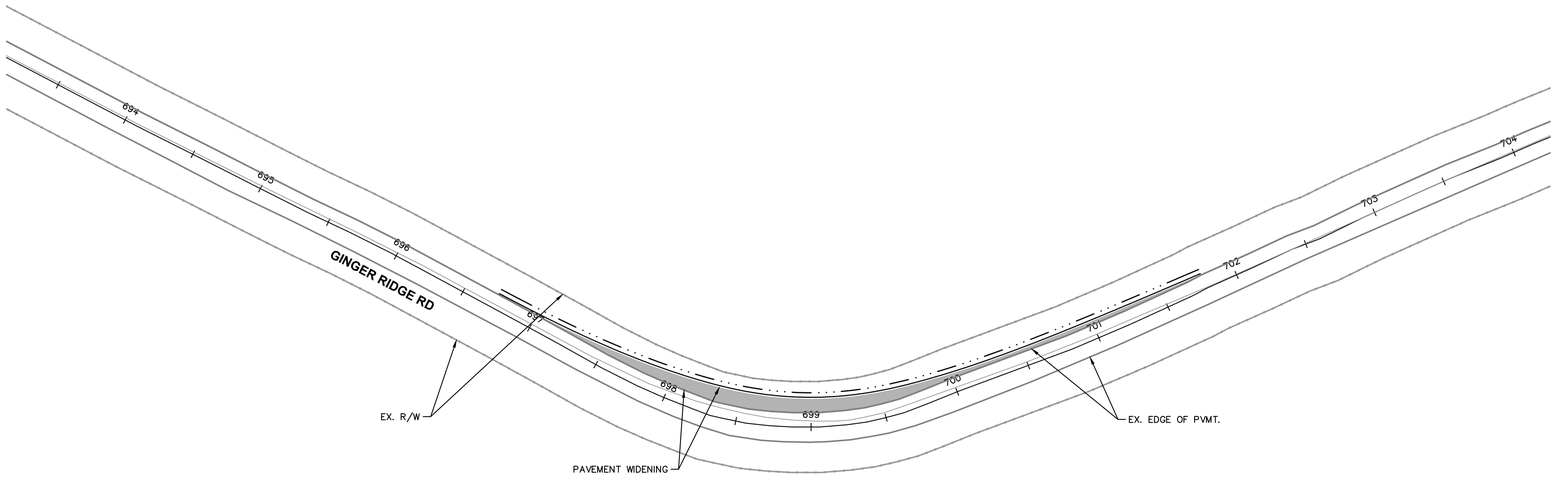
DESIGNER
LMH

REVIEWER
BWG

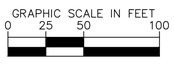
PROJECT ID
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SHEET 11 | TOTAL 21

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WB-62 WIDENING

DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

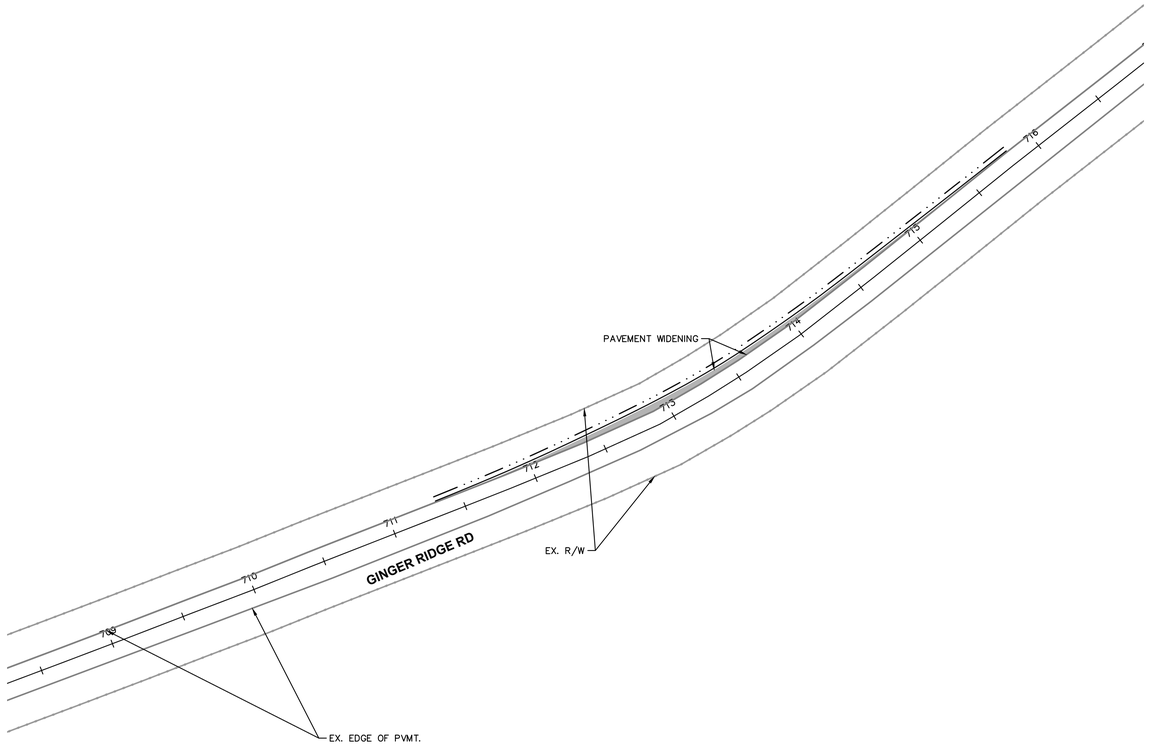
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SHEET 12 | TOTAL 21

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Drawing name: K:\CLB_LDEV\190297021_AWS_CMH243_Adamsco_OH\2 Design\CAD\PlanSheets\CMH243-Roadway-2\C-SCHEMATIC-ROAD.dwg 9 Dec 11, 2025 7:49pm by Josh.Lamparyk
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NORTH

GRAPHIC SCALE IN FEET
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WB-62 WIDENING

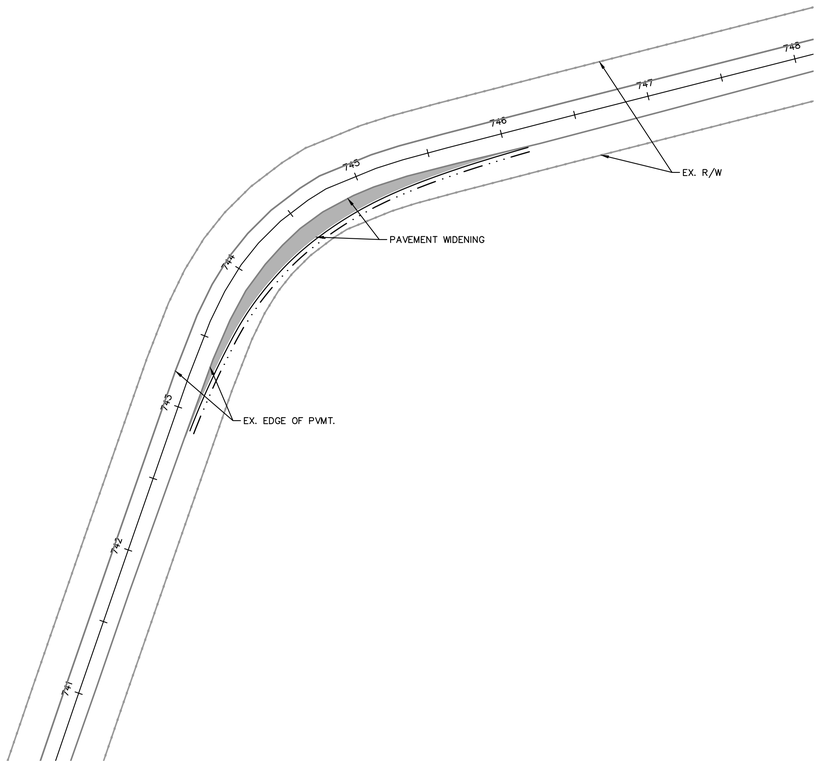
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Kimley»Horn

DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 13 | TOTAL 21



NORTH

GRAPHIC SCALE IN FEET
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WB-62 WIDENING

DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

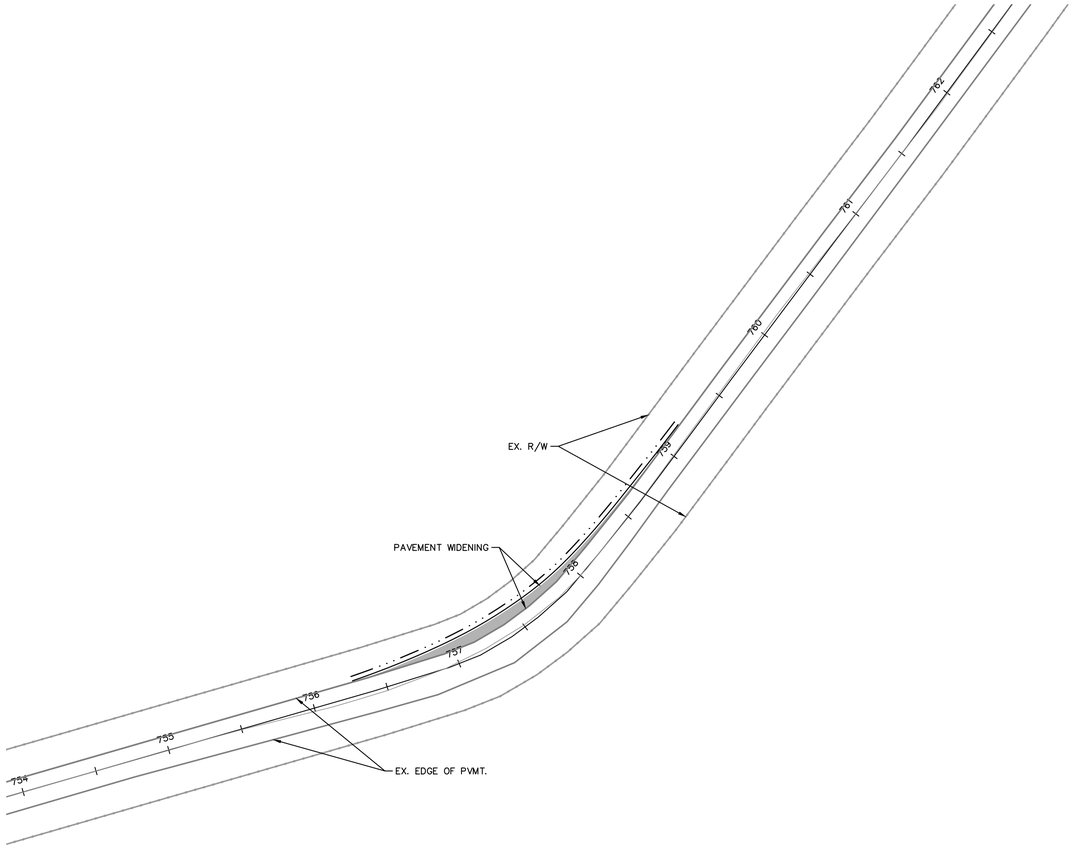
REVIEWER
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PROJECT ID
190297021

SHEET 14 | TOTAL 21

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Drawing name: K:\DLB_DFW\190297021_AWS_DMH243_AdamsCo_DM\2 Design\CAD\PlanSheets\DMH243-Roadway-2\C-SCHEMATIC-ROAD.dwg 11 Dec 11, 2025 7:49pm by: Josh.Lamparyk
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GRAPHIC SCALE IN FEET
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WB-62 WIDENING

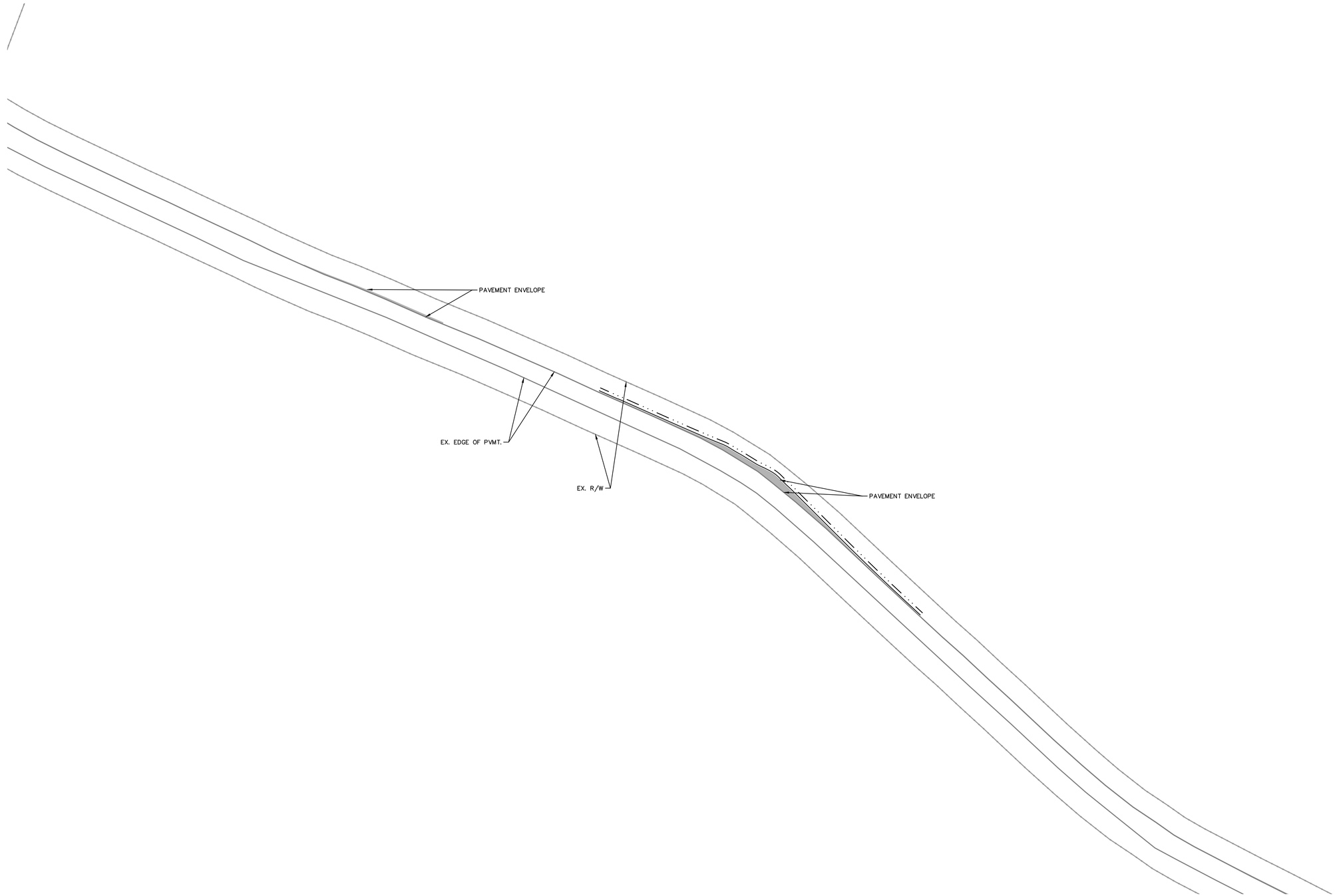
DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 15 | TOTAL 21



NORTH

GRAPHIC SCALE IN FEET
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WB-62 WIDENING

DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

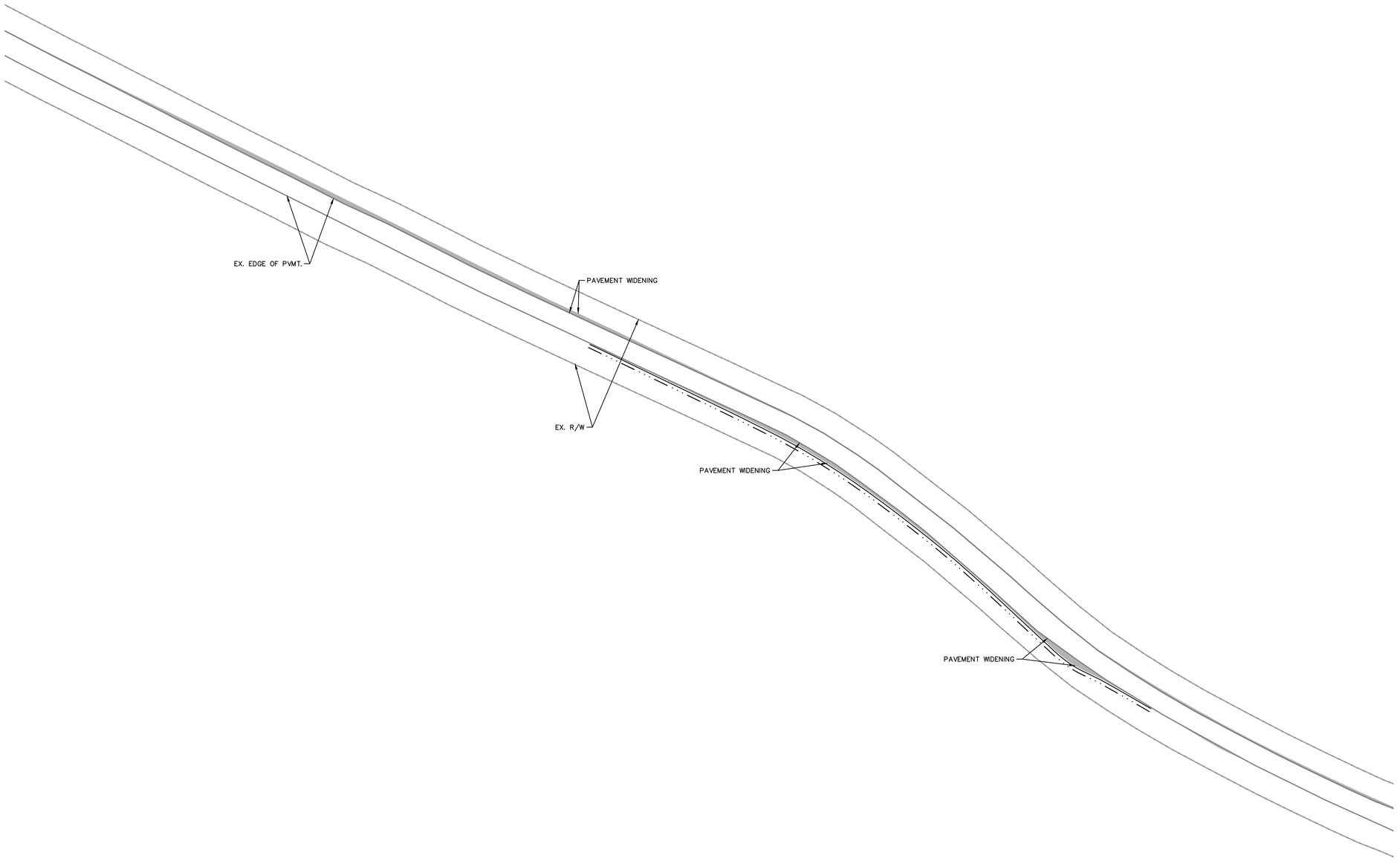
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PROJECT ID
190297021

SHEET 16 | TOTAL 21

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Drawing name: K:\DAB_LDEV\190297021_AWS_DWH243_AdamsCo_OH\2 Design\CAD\PlanSheets\DWH243-Roadway-2\C-SCHEMATIC-ROAD.dwg 13 Dec 11, 2025 7:49pm by: Josh.Lamparyk
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GRAPHIC SCALE IN FEET
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WB-62 WIDENING

DESIGN AGENCY
Kimley»Horn

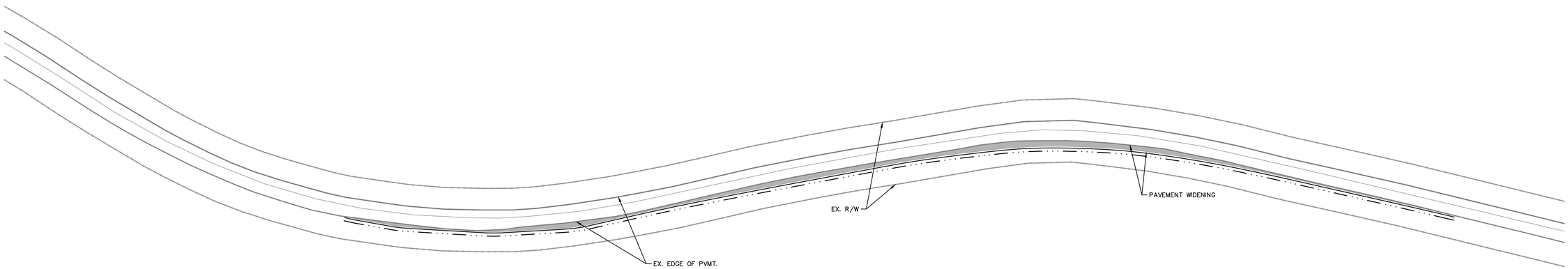
DESIGNER
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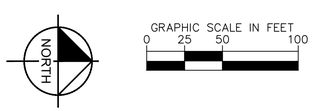
REVIEWER
BWG

PROJECT ID
190297021

SHEET 17 | TOTAL 21

Drawing name: K:\CLB_LDEV\190297021_AWS_CMH243_AdamsCo_OH\2 Design\CAD\PlanSheets\CMH243-Roadway-2\C-SCHEMATIC-ROAD.dwg 14 Dec 11, 2025 7:49pm by Josh.Lamparyk
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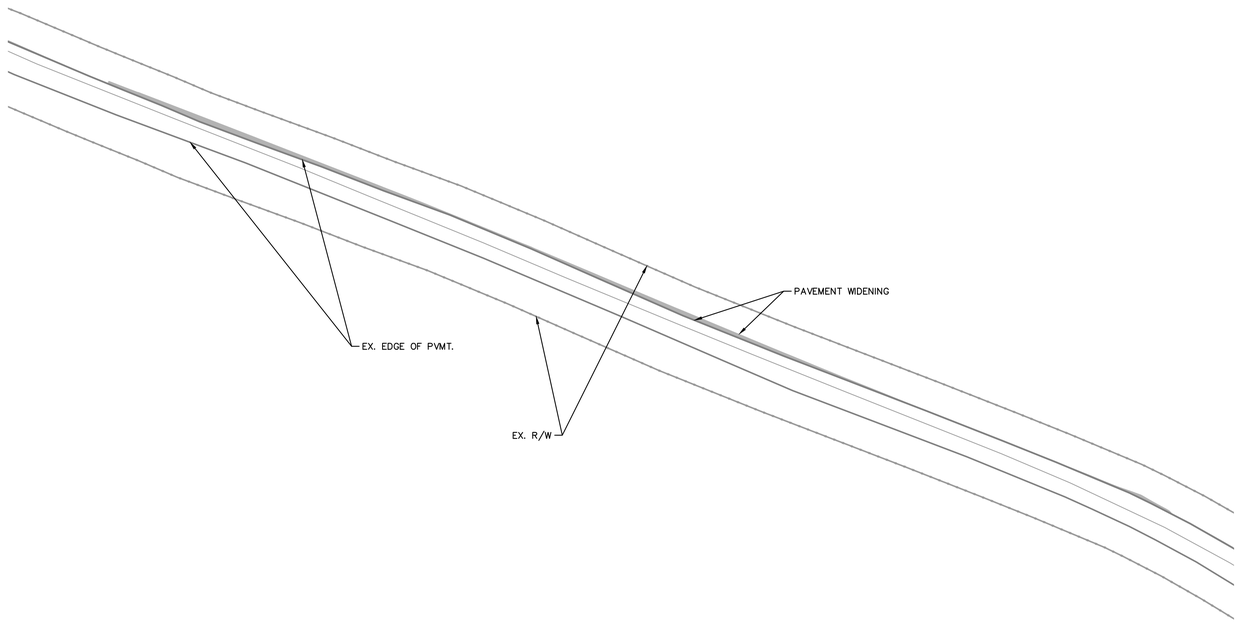


GRAPHIC SCALE IN FEET
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WB-62 WIDENING

DESIGN AGENCY
Kimley»Horn

DESIGNER	LMH
REVIEWER	BWG
PROJECT ID	190297021
SHEET	18
TOTAL	21



NORTH

GRAPHIC SCALE IN FEET
0 25 50 100

WB-62 WIDENING

DESIGN AGENCY
Kimley»Horn

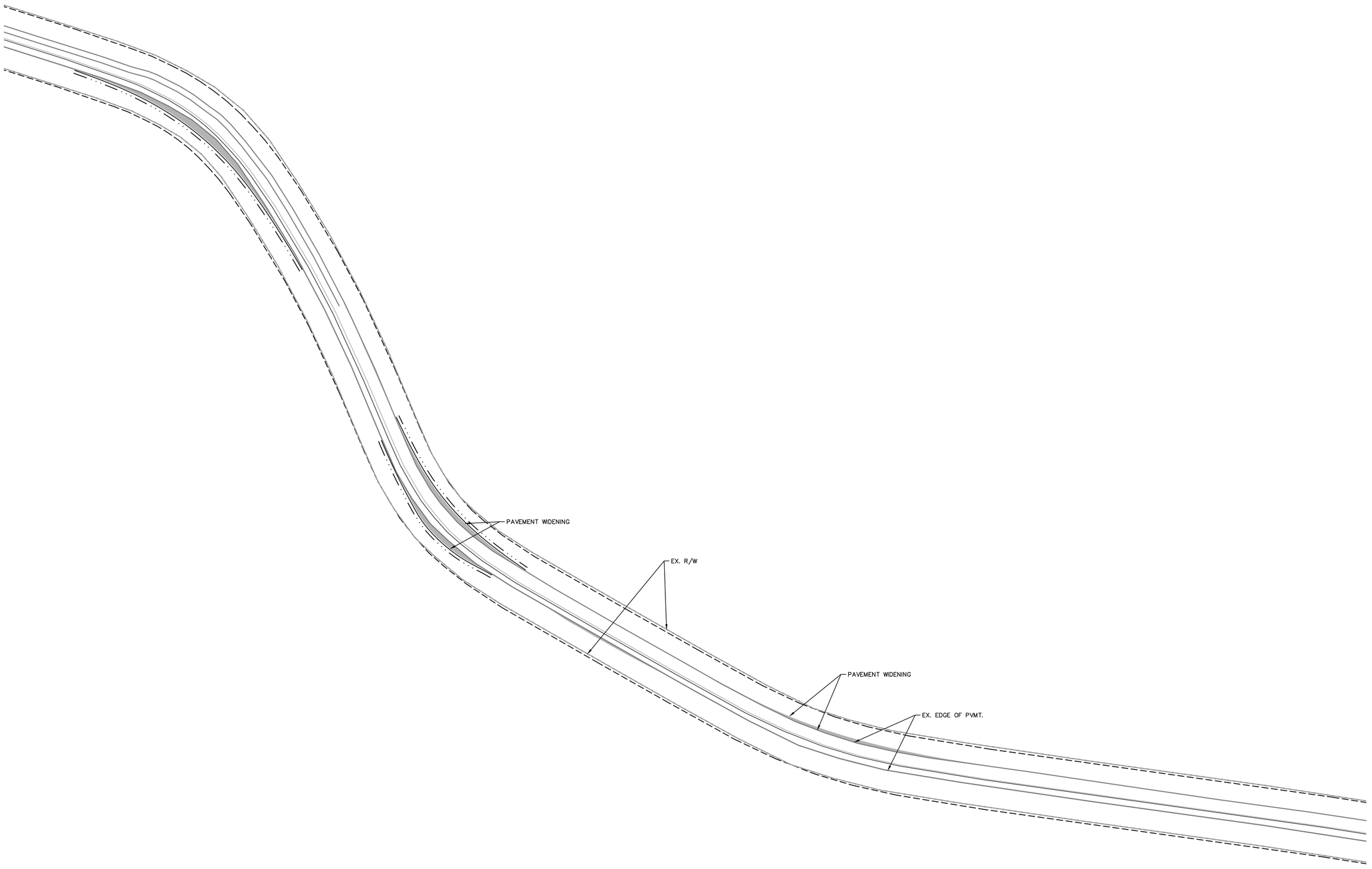
DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 19 | TOTAL 21

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WB-62 WIDENING

DESIGN AGENCY
Kinley Horn

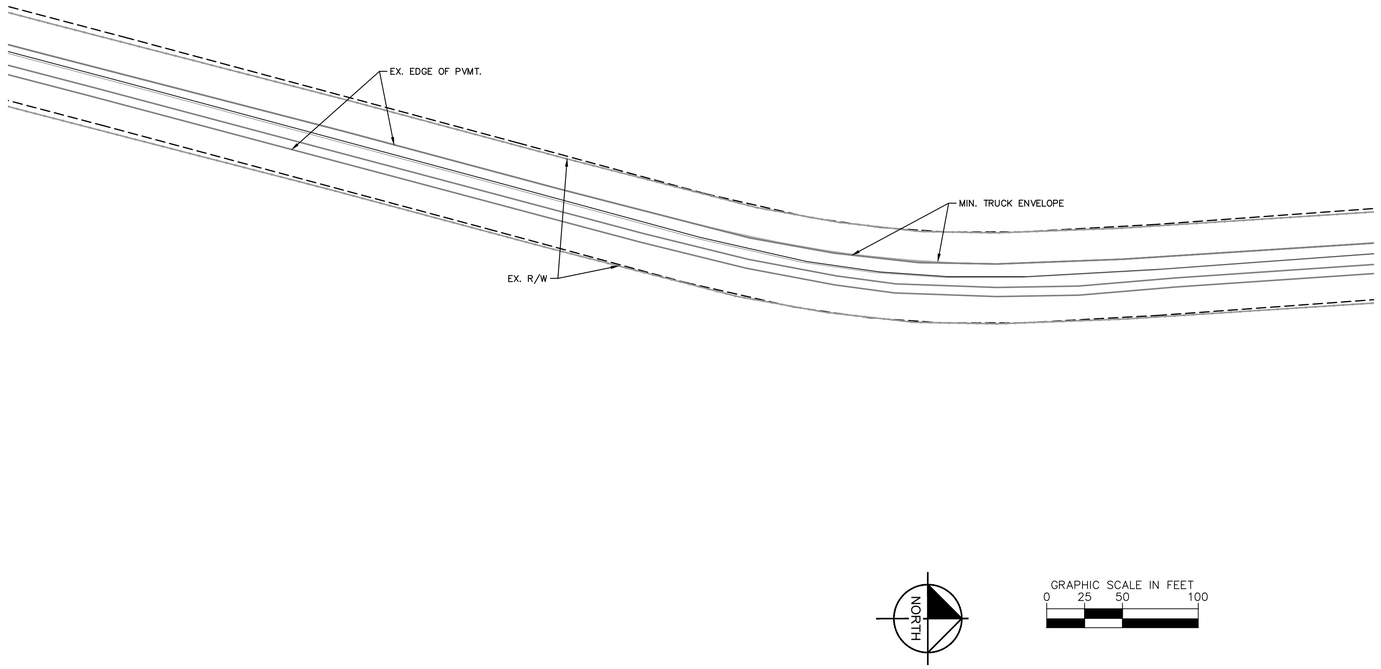
DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 20 | TOTAL 21

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WB-62 WIDENING

DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 21 | TOTAL 21

Drawing name: K:\CLB_LDEV\190297021_AWS_CMH243_Adamsco_DH\2 Design\CAD\PlanSheets\CMH243-Roadway-2\C-SCHEMATIC-ROAD.dwg 20 Dec 11, 2025 7:49pm by: Josh.Lamparyk
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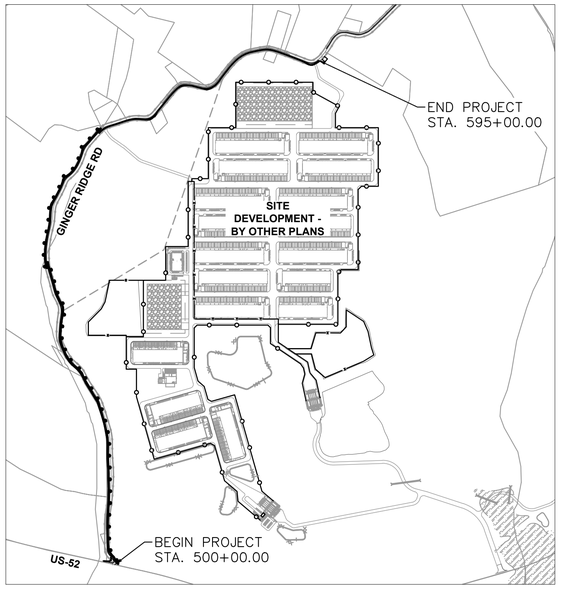
Exhibit C

Developer Improvements

[See attached]

ADAMS COUNTY, OHIO
ON-SITE ROADWAY IMPROVEMENTS

TOWNSHIP OF SPRIGG , COUNTY OF ADAMS , STATE OF OHIO



LOCATION MAP

LATTITUDE: 38°39'15.05"N LONGITUDE: 83°39'46.75"W

NORTH

GRAPHIC SCALE IN FEET
0 500 1000 2000

INDEX OF SHEETS:

TITLE SHEET	1
SCHEMATIC PLANS	2 – 3
TYPICAL SECTION	4
MAINTENANCE OF TRAFFIC	5
TRUCK PLANVIEW SHEETS	6 – 24
PASSENGER CAR PLANVIEW SHEETS	25 – 43

PROJECT DESCRIPTION

WIDENING OF ON-SITE ROADWAY WHICH INCLUDES GINGER RIDGE ROAD AS WELL AS US-52 TO ALLOW FOR TRUCK ACCESS AND REGULAR USAGE INTO A PROPOSED DEVELOPMENT FACILITY.

SPECIFICATIONS:

THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION, CURRENT EDITION, INCLUDING STANDARD DRAWINGS AND SUPPLEMENTAL SPECIFICATIONS LISTED SHALL GOVERN THIS IMPROVEMENT.

ADAMS COUNTY APPROVALS

APPROVED _____
DATE _____ ADAMS COUNTY ENGINEER

We, the Commissioners of Adams County in formal session, hereby approve these plans.

APPROVED _____
DATE _____ ADAMS COUNTY ENGINEER

APPROVED _____
DATE _____ OHIO DEPARTMENT OF TRANSPORTATION DISTRICT 9

DESIGN DESIGNATION:

	GINGER RIDGE ROAD	US-52
AADT YEAR (2024)	XX	XX
DESIGN YEAR (2044)	XX	XX
CURRENT DHV (2024)	XX	XX
DESIGN YEAR DHV (2038)	X	X
TRUCKS (24 HOUR B&C)	X	X
DIRECTIONAL DISTRIBUTION:	X	X
LEGAL SPEED:	X	X
DESIGN SPEED:	X	X
FUNCTIONAL CLASSIFICATION:	X	X
NHS PROJECT:	X	X

SURVEYOR

OHIO DEPARTMENT OF
TRANSPORTATION TIMS GIS

ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.
7965 N. HIGH STREET, SUITE 200
COLUMBUS, OH 43235
TEL: (614) 212-4004
EMAIL: BRANDON.GREGG@KIMLEY-HORN.COM
CONTACT: BRANDON GREGG

STANDARD CONSTRUCTION DRAWINGS					SUPPLEMENTAL SPECIFICATIONS
ADAMS COUNTY		ODOT			
					SPECIAL PROVISIONS

UNDERGROUND UTILITIES
Contact Two Working Days Before You Dig
OHIO811.org Before You Dig
OHIO811, 8-1-1, or 1-800-362-2764
(Non members must be called directly)

TITLE SHEET

DESIGN AGENCY
Kimley»Horn

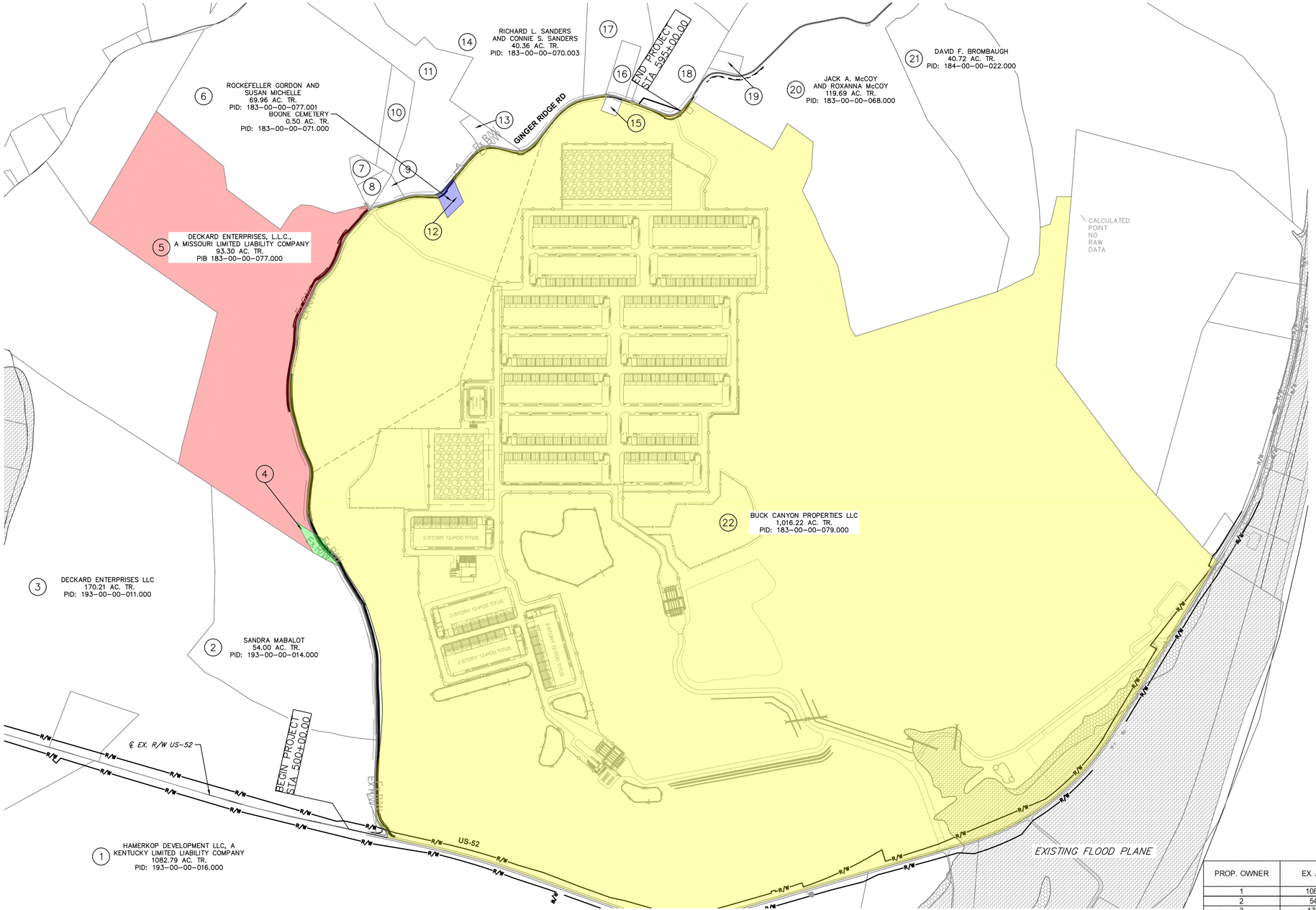
DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 1 | TOTAL 43

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4 *MARTIN TERRANCE MICHAEL AND MABLE ANN CO-TRUSTEES*
1.00 AC TR.
PID: 193-00-00-015.000

7 *SANDERS RICHARD L AND CONNIE S*
0.93 AC TR.
PID: 183-00-00-076.000

8 *SANDERS RICHARD L AND CONNIE S*
1.20 AC TR.
PID: 183-00-00-076.001

9 *SANDERS RICHARD L AND CONNIE S*
0.91 AC TR.
PID: 183-00-00-075.000

10 *SANDERS RICHARD L AND CONNIE S*
4.00 AC TR.
PID: 183-00-00-077.002

11 *RICHARD L. SANDERS AND CONNIE S. SANDERS*
32.34 AC TR.
PID: 186-00-00-073.000

12 *SANDERS RICHARD L AND CONNIE S*
1.01 AC TR.
PID: 183-00-00-074.000

13 *SANDERS RICHARD L AND CONNIE S*
1.60 AC TR.
PID: 183-00-00-072.000

15 *BOONE CEMETERY*
0.50 AC TR.
PID: 183-00-00-071.000

16 *CORNELL JOYCE E TRUSTEE*
2.13 AC TR.
PID: 183-00-00-070.002

17 *CORNELL JOYCE E TRUSTEE*
21.89 AC TR.
183-00-00-070.001

18 *BOEDEKER SHANE A*
23.66 AC TR.
183-00-00-070.000

19 *CORNELL JACK*
1.00 AC TR.
PID: 183-00-00-069.000

PROP. OWNER	EX. ACRE	PROP. PERMANENT TAKE	NEW ACREAGE	PROP. TEMP TAKE
1	1082.79	0	1082.790	0
2	54.00	0	54.000	0
3	170.21	0	170.210	0
4	1.00	0.002	0.998	0
5	93.30	0.209	93.091	0
6	69.96	0	69.960	0
7	0.93	0	0.930	0
8	1.20	0	1.200	0
9	0.91	0	0.910	0
10	4.00	0	4.000	0
11	32.34	0	32.340	0
12	1.01	0.017	0.993	0
13	1.60	0	1.600	0
14	40.36	0	40.360	0
15	0.50	0	0.500	0
16	2.13	0	2.130	0
17	21.89	0	21.890	0
18	23.66	0	23.660	0
19	1.00	0	1.000	0
20	119.69	0	119.690	0
21	40.72	0	40.720	0
22	1016.22	0.073	1016.147	0

SCHEMATIC PLAN IMPACTED PROPERTY AREAS

DESIGN AGENCY
Kimley»Horn

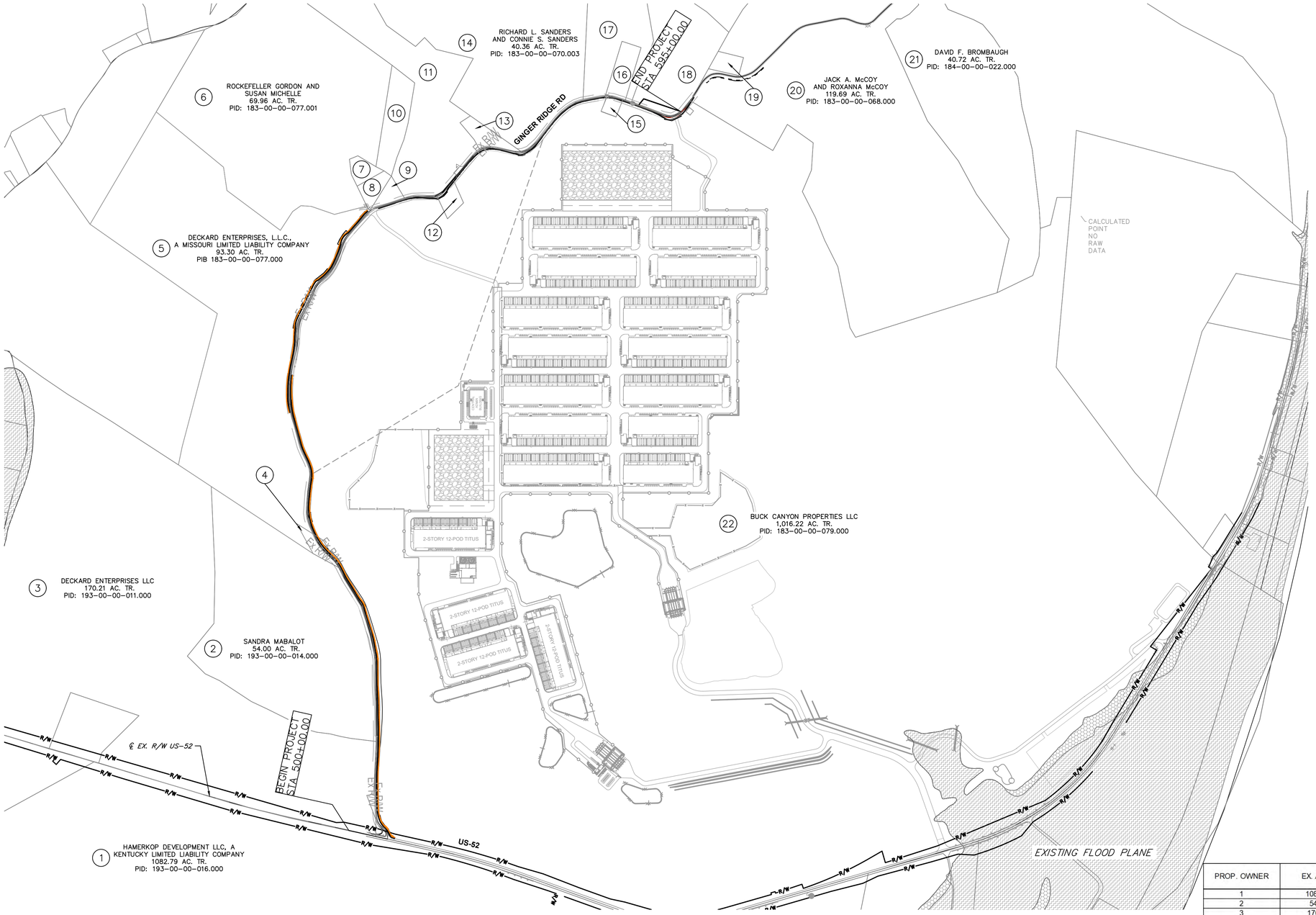
DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 2 | TOTAL 43

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PROP. OWNER	EX. ACRE	PROP. PERMANENT TAKE	NEW ACREAGE	PROP. TEMP TAKE
1	1082.79	0	1082.790	0
2	54.00	0	54.000	0
3	170.21	0	170.210	0
4	1.00	0.002	0.998	0
5	93.30	0.209	93.091	0
6	69.96	0	69.960	0
7	0.93	0	0.930	0
8	1.20	0	1.200	0
9	0.91	0	0.910	0
10	4.00	0	4.000	0
11	32.34	0	32.340	0
12	1.01	0.017	0.993	0
13	1.60	0	1.600	0
14	40.36	0	40.360	0
15	0.50	0	0.500	0
16	2.13	0	2.130	0
17	21.89	0	21.890	0
18	23.66	0	23.660	0
19	1.00	0	1.000	0
20	119.69	0	119.690	0
21	40.72	0	40.720	0
22	1016.22	0.073	1016.147	0

SCHEMATIC PLAN HEAVY CONSTRUCTION

DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

REVIEWER
BWG

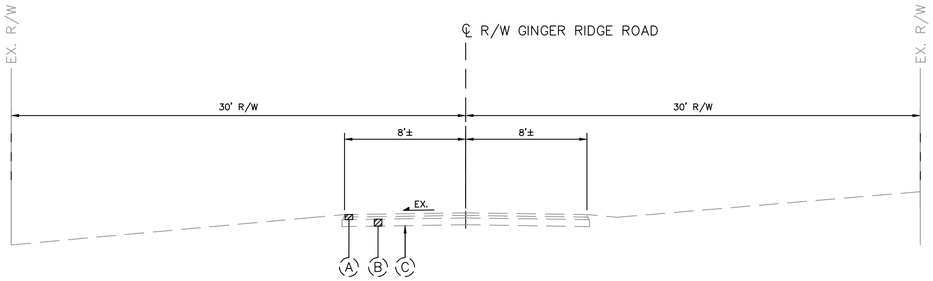
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SHEET 3 | TOTAL 43

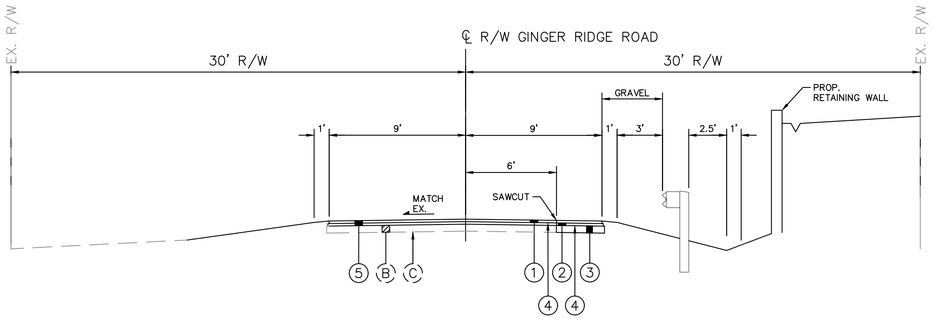
Drawing name: K:\CLB_LDEV\190297021_AWS_CMH243_AdamsCo_OH\2 Design\CAD\PlanSheets\CMH243-Roadway-1\C-SCHEMATIC-ROAD.dwg HEAVY CONSTRUCTION Dec 11, 2025 7:23pm by: Luke.Houseworth
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LEGEND

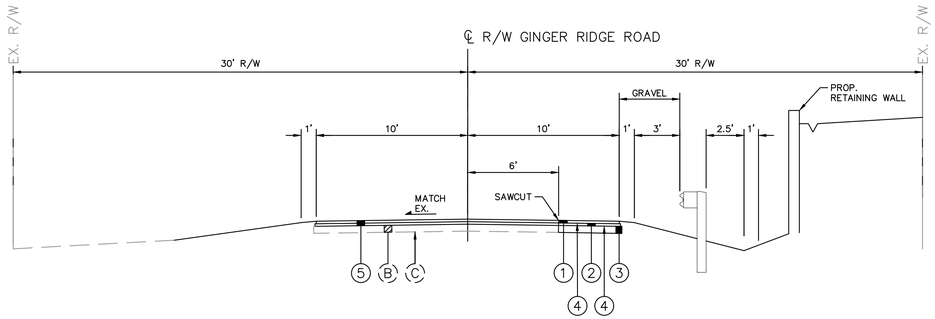
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- (B) EXISTING AGGREGATE BASE
- (C) EXISTING SUBBASE
- (1) PROPOSED ASPHALT CONCRETE SURFACE COURSE
- (2) PROPOSED AGGREGATE BASE
- (3) PROPOSED SUBBASE
- (4) PROPOSED TACK COAT
- (5) PAVEMENT PLANING, ASPHALT CONCRETE



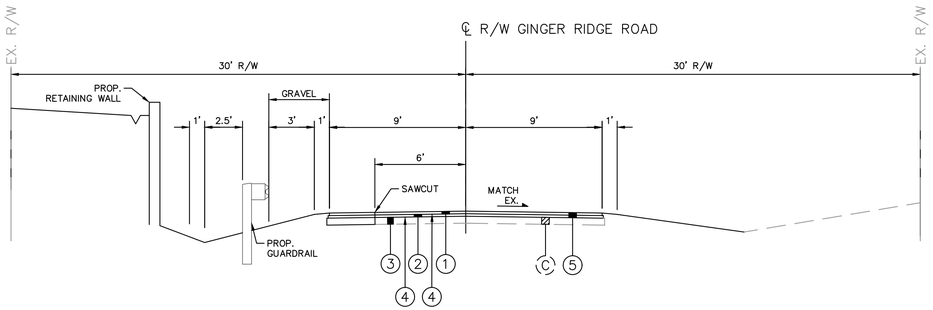
EXISTING SECTION
NOT TO SCALE
STA. 500+00.00 TO STA. 595+00.00



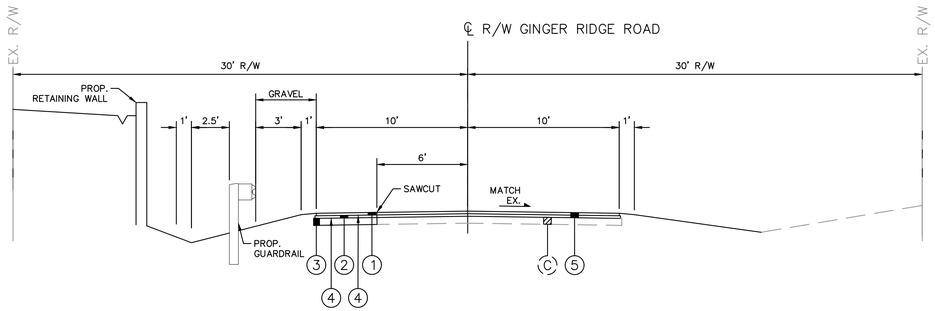
PROPOSED PASSENGER CAR WIDENING SECTION
NOT TO SCALE
STA. 500+00.00 TO STA. 542+31.77



PROPOSED WB-62 WIDENING SECTION
NOT TO SCALE
STA. 500+00.00 TO STA. 542+31.77



PROPOSED PASSENGER CAR WIDENING SECTION
NOT TO SCALE
STA. 541+47.06 TO STA. 595+00.00



PROPOSED WB-62 WIDENING SECTION
NOT TO SCALE
STA. 541+47.06 TO STA. 595+00.00

TYPICAL SECTION

DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 4 | TOTAL 43

Drawing name: K:\CLB_LDEV\190297021_AWS_CMH243_AdamsCo_OH\2 Design\CAD\PlanSheets\CMH243-Roadway-1\C-TYPSEC-ROAD.dwg Layout1 Dec 11, 2025 7:23pm by: Luke.Housewarth
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GINGER RIDGE ROAD DETOUR MAP

NOTES

- TRAFFIC BETWEEN GINGER RIDGE ROAD AND ROUSH HILL ROAD TO BE DETOURED AS SHOWN ON THIS SHEET.

LEGEND

- DETOUR DIRECTION
- WORK AREA
- MAIN DETOUR ROUTE

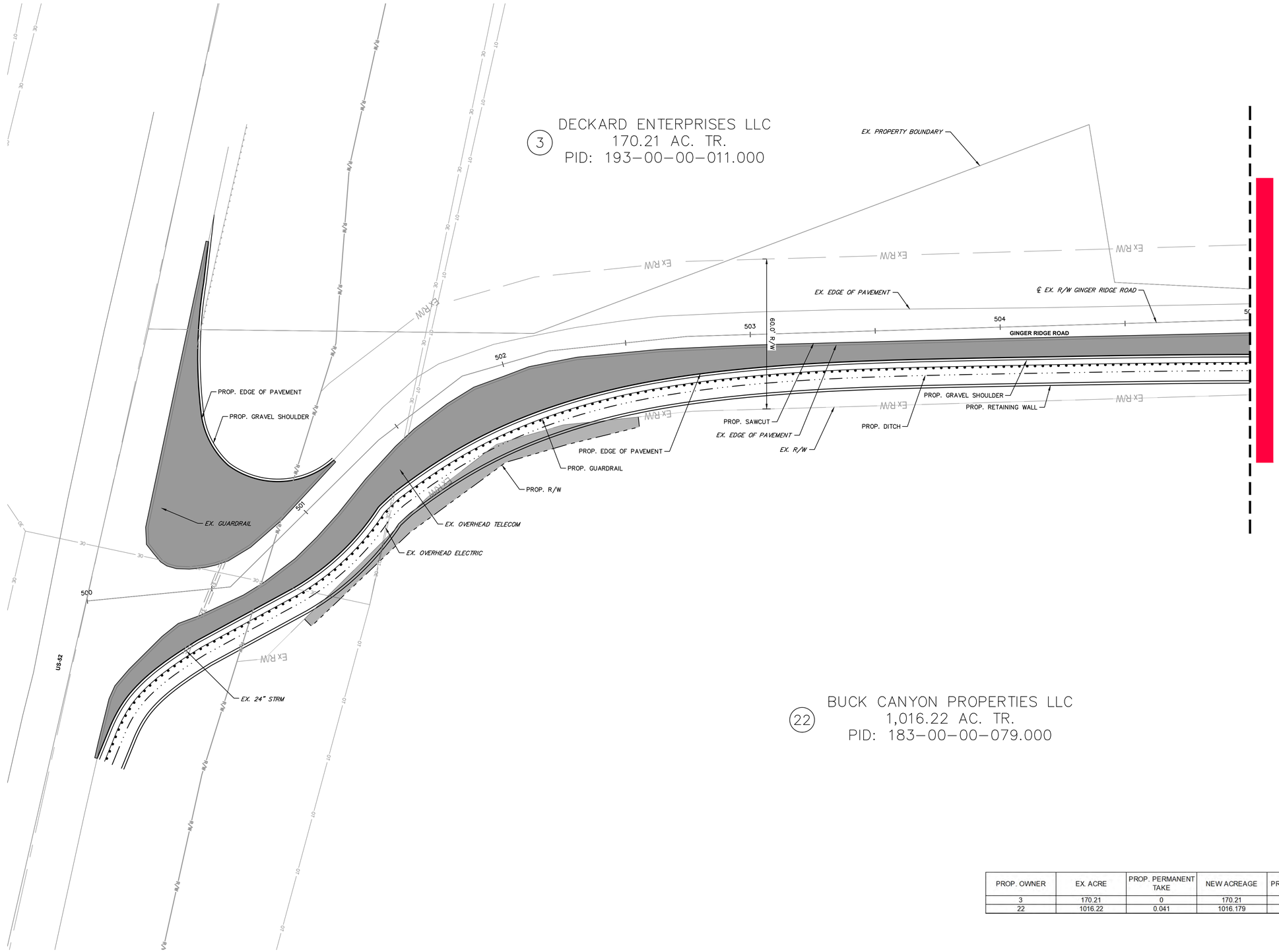
GRAPHIC SCALE IN FEET
0 1000 2000 4000

MAINTENANCE OF TRAFFIC

DESIGN AGENCY
Kimley»Horn

DESIGNER	LMH
REVIEWER	BWG
PROJECT ID	190297021
SHEET	5
TOTAL	43

Drawing name: K:\CLB_LDEV\190297021_AWS_OMH243_AdamsCo_OH\2 Design\CAD\PlanSheets\OMH243-Roadway-1\G-MOTPLAN-ROAD.dwg Layout1 Dec 11, 2025 7:23pm by: Luke.Housewarth
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PROP. OWNER	EX. ACRE	PROP. PERMANENT TAKE	NEW ACREAGE	PROP. TEMP TAKE
3	170.21	0	170.21	0
22	1016.22	0.041	1016.179	0

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

TRUCK WIDENING BEGIN PROJECT TO STA. 505+00.00

DESIGN AGENCY
Kimley»Horn

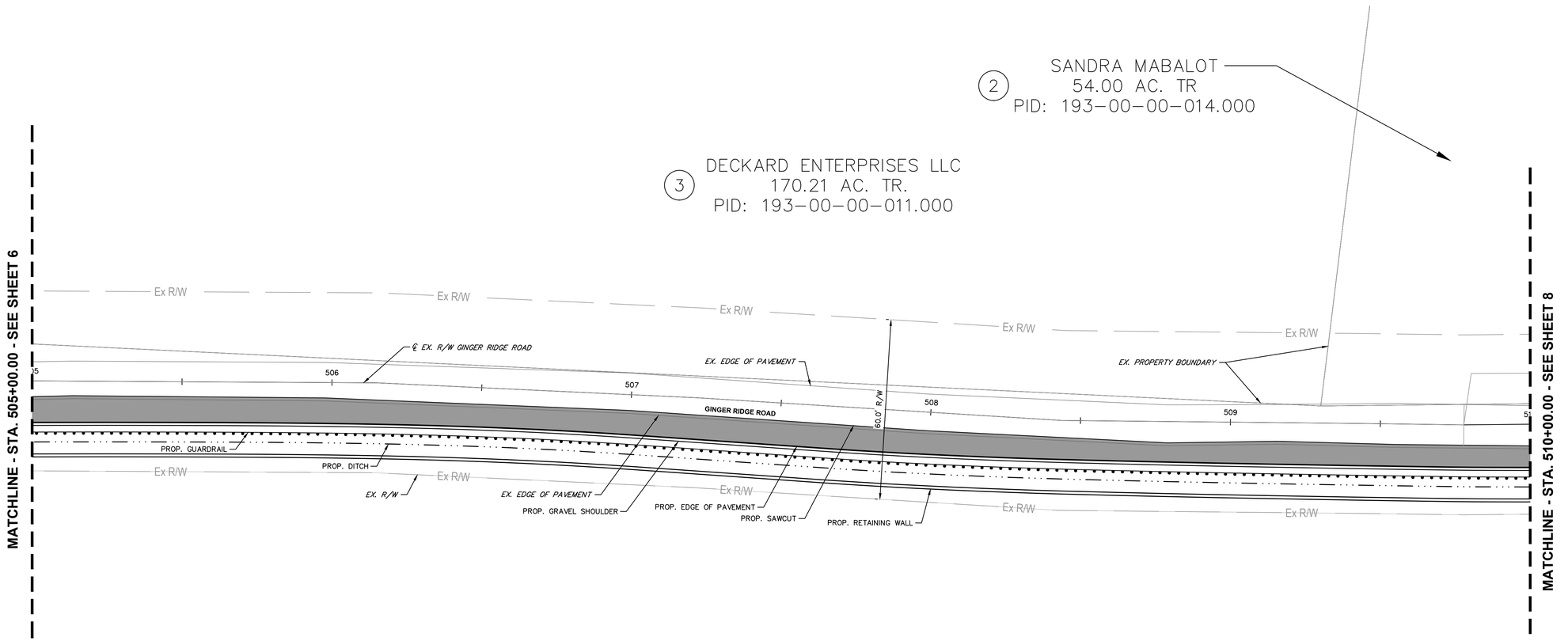
DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 6 | TOTAL 43

Drawing name: K:\CLB_LDEV\190297021_AWS_CMH243_AdamsCo_DH\2 Design\CAD\PlanSheets\CMH243-Roadway-1\C-PLAN-PROF-ROAD.dwg Layout1 Dec 11, 2025 7:23pm by: Luke.Housewarth
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PROP. OWNER	EX. ACRE	PROP. PERMANENT TAKE	NEW ACREAGE	PROP. TEMP TAKE
2	54	0	54	0
3	170.21	0	170.21	0
22	1016.22	0.041	1016.179	0

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

TRUCK WIDENING STA. 505+00.00 TO 510+00.00

DESIGN AGENCY
Kimley»Horn

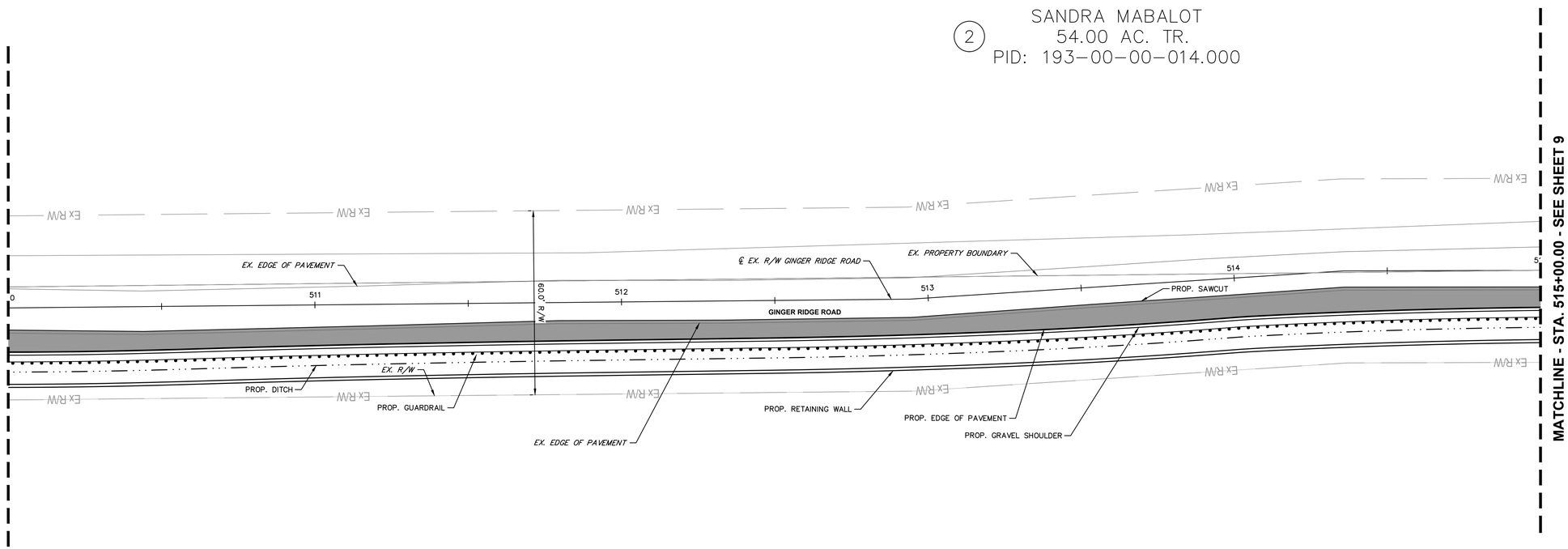
DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 7 | TOTAL 43

Drawing name: K:\CLB_LUEV\190297021_AWS_CMH243_AdamsCo_DH\2 Design\CAD\PlanSheets\CMH243-Roadway-1\C-PLAN-PROF-ROAD.dwg Layout1 (2) Dec 11, 2025 7:23pm by: LukeHouseworth
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(2) SANDRA MABALOT
54.00 AC. TR.
PID: 193-00-00-014.000

(22) BUCK CANYON PROPERTIES LLC
1,016.22 AC. TR.
PID: 183-00-00-079.000

PROP. OWNER	EX. ACRE	PROP. PERMANENT TAKE	NEW ACREAGE	PROP. TEMP TAKE
2	54	0	54	0
22	1016.22	0.041	1016.179	0

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

TRUCK WIDNEING STA. 510+00.00 TO STA 515+00.00

DESIGN AGENCY
Kimley»Horn

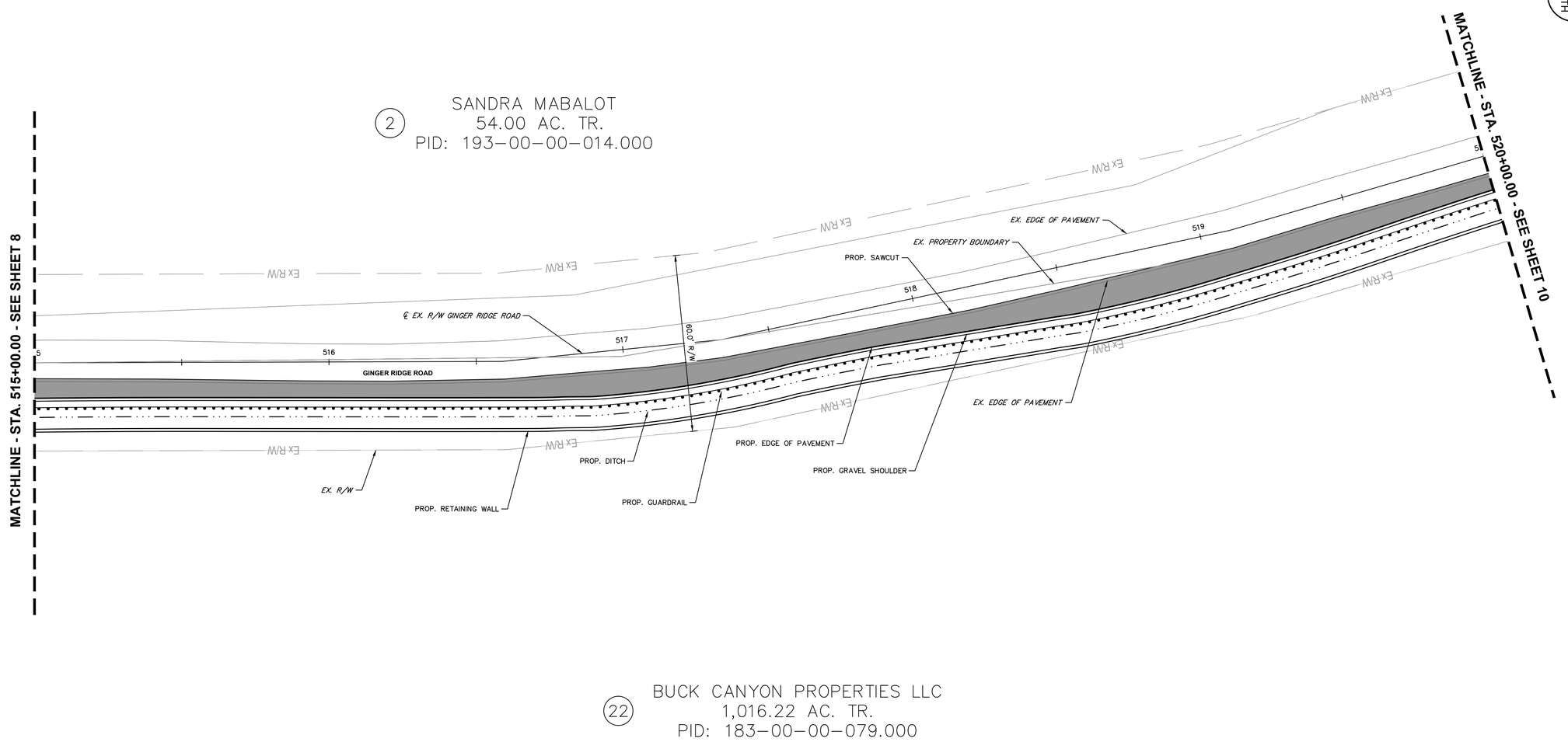
DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 8 | TOTAL 43

Drawing name: K:\CLB_LUEV\190297021_AWS_CMH243_AdamsCo_OH\2 Design\CAD\PlanSheets\CMH243-Roadway-1\C-PLAN-PROF-ROAD.dwg Layout1 (3) Dec 11, 2025 7:23pm by: Luke.Houseworth
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PROP. OWNER	EX. ACRE	PROP. PERMANENT TAKE	NEW ACREAGE	PROP. TEMP TAKE
2	54	0	54	0
22	1016.22	0.041	1016.179	0

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

TRUCK WIDENING STA. 515+00.00 TO STA. 520+00.00

DESIGN AGENCY
Kimley»Horn

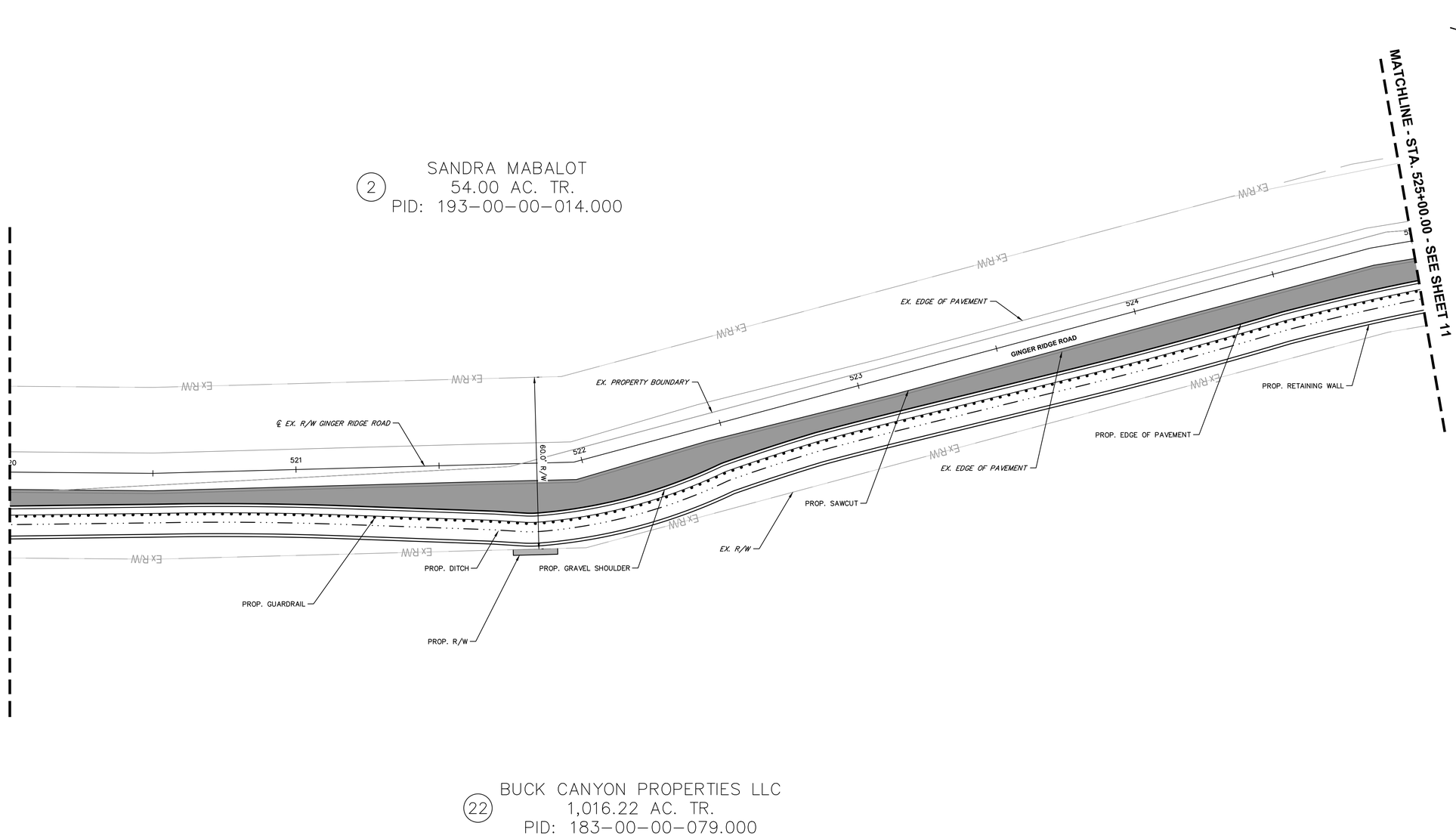
DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 9 | TOTAL 43

Drawing name: K:\CLB_LDEV\190297021_AWS_CMH243_AdamsCo_OH\2 Design\CAD\PlanSheets\CMH243-Roadway-1\C-PLAN-PROF-ROAD.dwg Layout1 (4) Dec 11, 2025 7:23pm by: Luke.Houseworth
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PROP. OWNER	EX. ACRE	PROP. PERMANENT TAKE	NEW ACREAGE	PROP. TEMP TAKE
2	54	0	54	0
22	1016.22	0.041	1016.179	0

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

TRUCK WIDENING STA. 520+00.00 TO STA. 525+00.00

DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

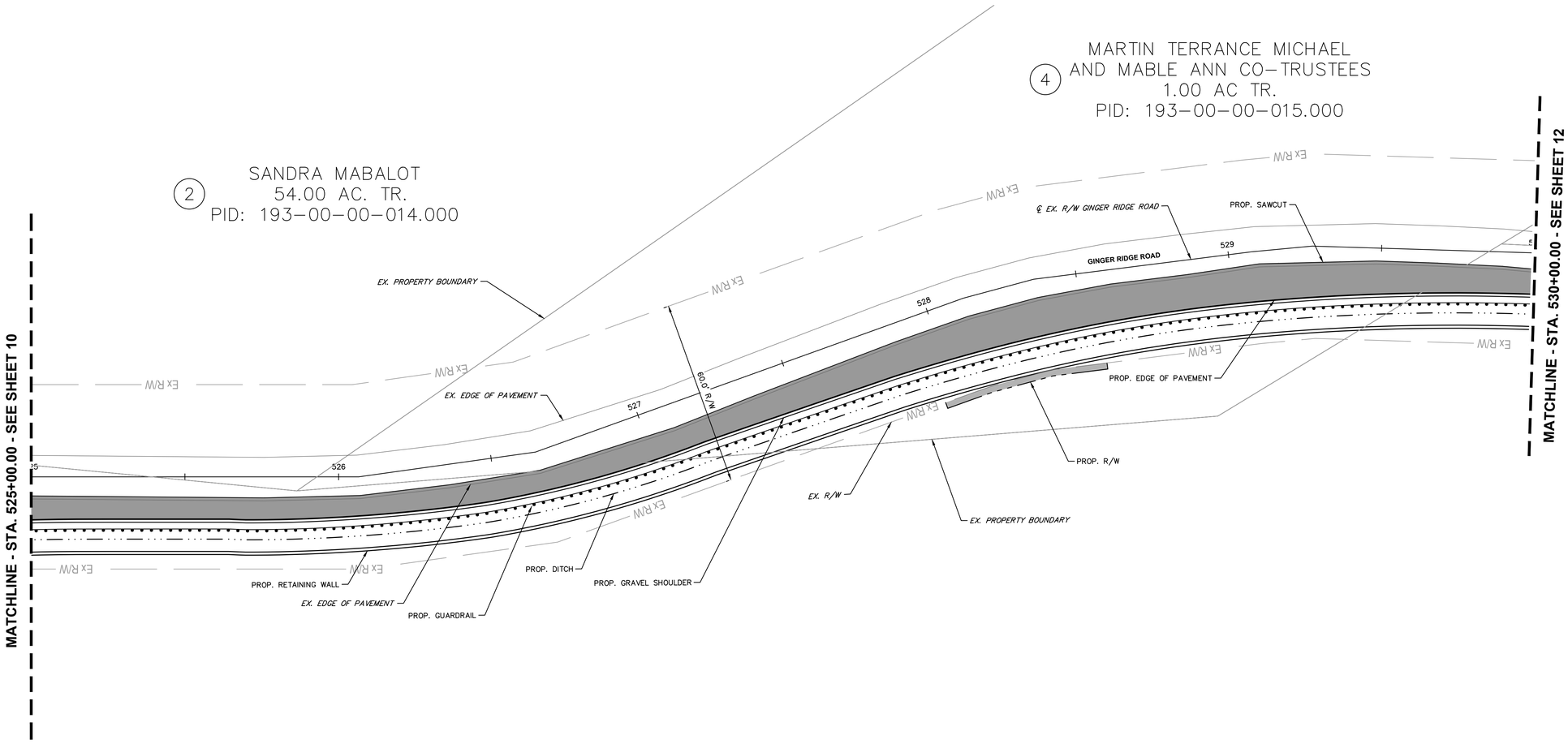
REVIEWER
BWG

PROJECT ID
190297021

SHEET 10 | TOTAL 43

Drawing name: K:\DLB_LDEV\190297021_JWS_OMI243_AdamsCo_DRV2 Design\CAD\PlanSheets\OMI243-Roadway-1\C-PLAN-PROF-ROAD.dwg Layout1 (5) Dec 11, 2025 7:23pm by: Luke.Housewarth
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Drawing name: K:\CLB_LDEV\190297021_AWS_DMH243_AdamsCo_DH\2 Design\CAD\PlanSheets\DMH243-Roadway-1\C-PLAN-PROF-ROAD.dwg Layout1 (6) Dec 11, 2025 7:23pm by: Luke.Houseworth
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PROP. OWNER	EX. ACRE	PROP. PERMANENT TAKE	NEW ACREAGE	PROP. TEMP TAKE
2	54	0	54	0
4	1	0	1	0
22	1016.22	0.041	1016.179	0

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

TRUCK WIDENING STA. 525+00.00 TO STA. 530+00.00

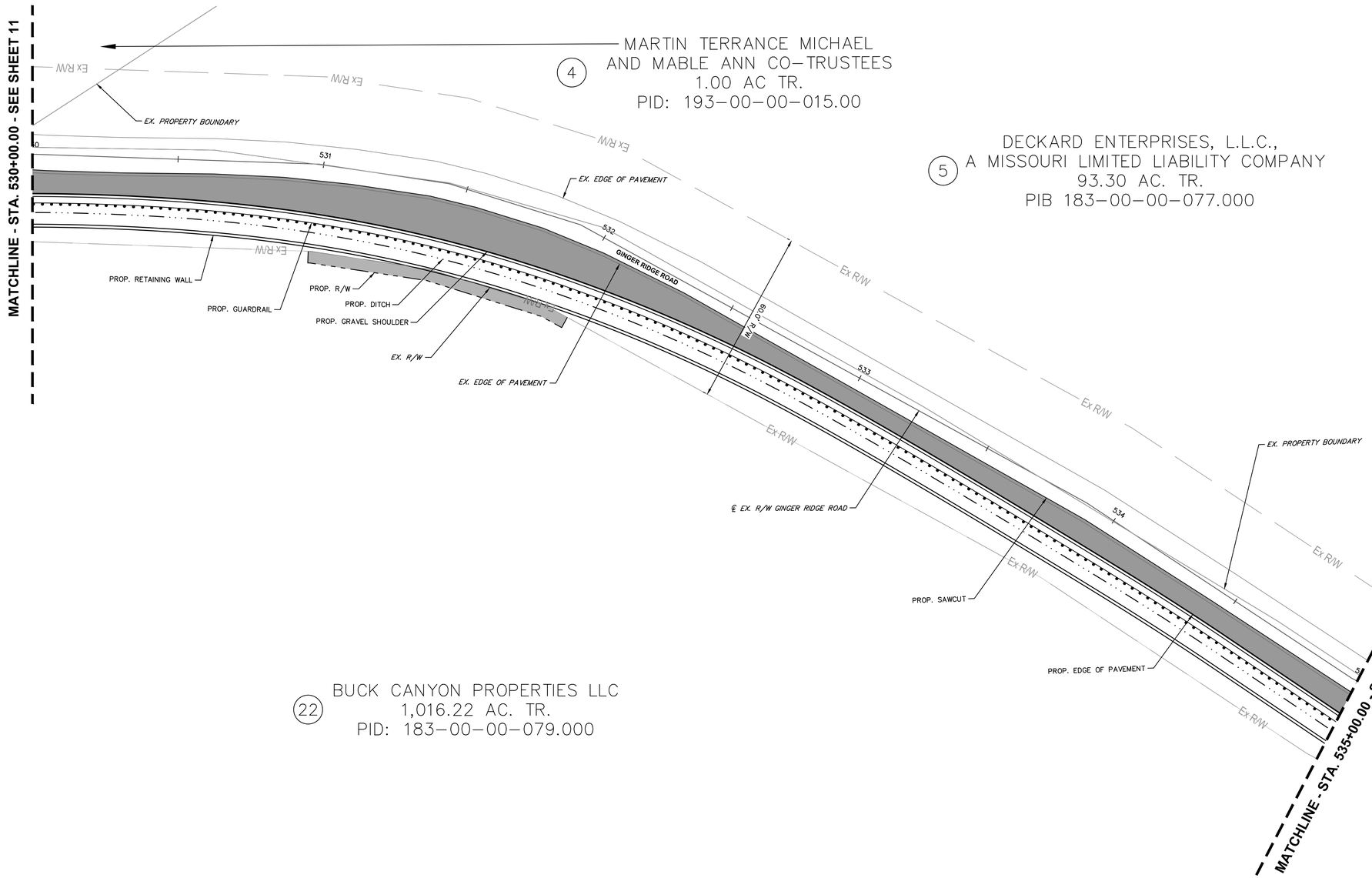
DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 11 | TOTAL 43



PROP. OWNER	EX. ACRE	PROP. PERMANENT TAKE	NEW ACREAGE	PROP. TEMP TAKE
4	1	0	1	0
5	93.3	0.085	93.215	0
22	1016.22	0.041	1016.179	0

TRUCK WIDENING STA. 530+00.00 TO STA. 535+00.00

DESIGN AGENCY
Kimley»Horn

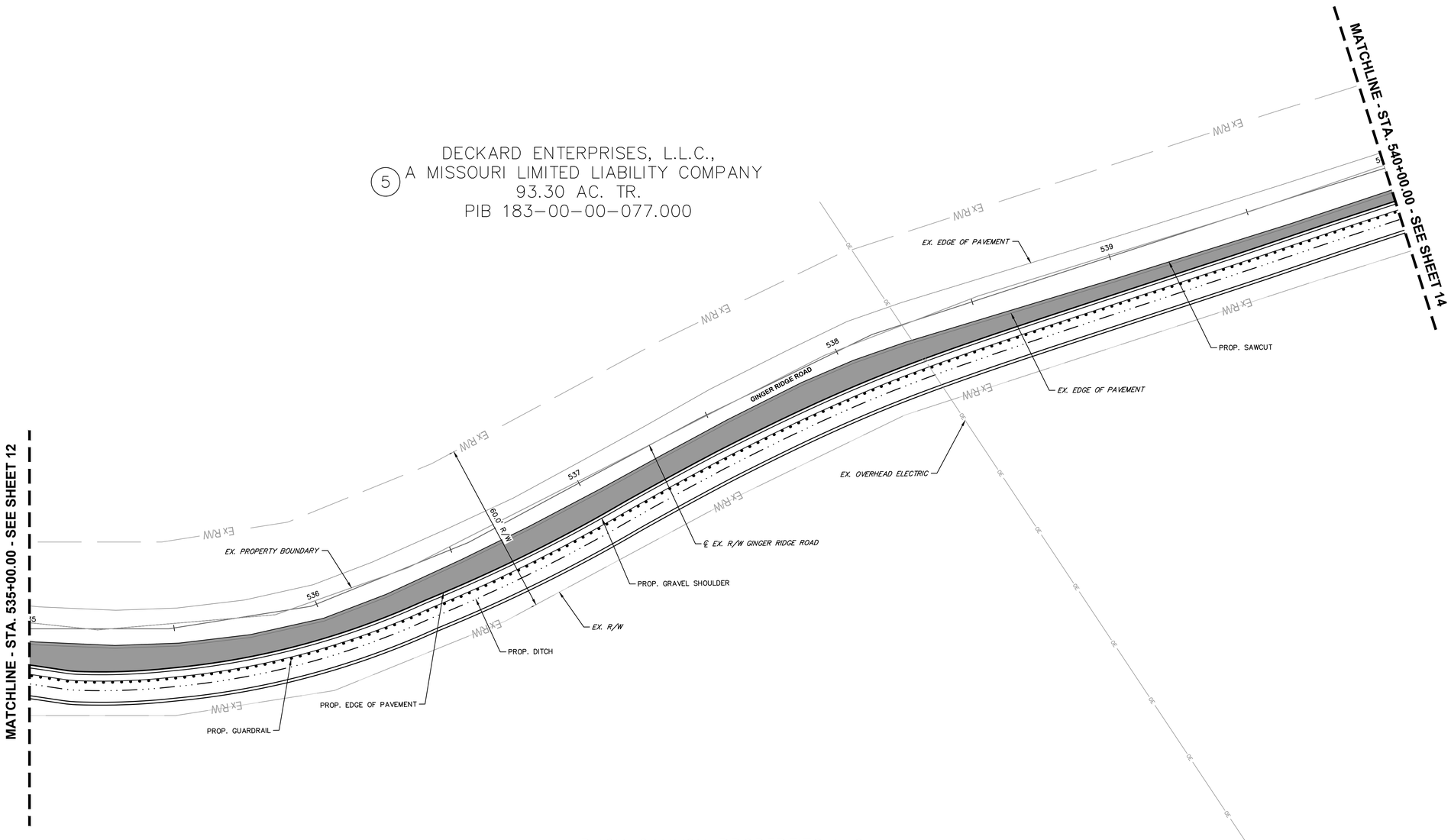
DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 12 | TOTAL 43

Drawing name: K:\CLB_LDEV\190297021_ARS_CMH243_AdamsCo_DH\2 Design\CAD\PlanSheets\CMH243-Roadway-1\C-PLAN-PROF-ROAD.dwg Layout1 (7) Dec 11, 2025 7:23pm by: LukeHouseworth
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PROP. OWNER	EX. ACRE	PROP. PERMANENT TAKE	NEW ACREAGE	PROP. TEMP TAKE
5	93.3	0.085	93.215	0
22	1016.22	0.041	1016.179	0

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

TRUCK WIDENING STA. 535+00.00 TO STA. 540+00.00

DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

REVIEWER
BWG

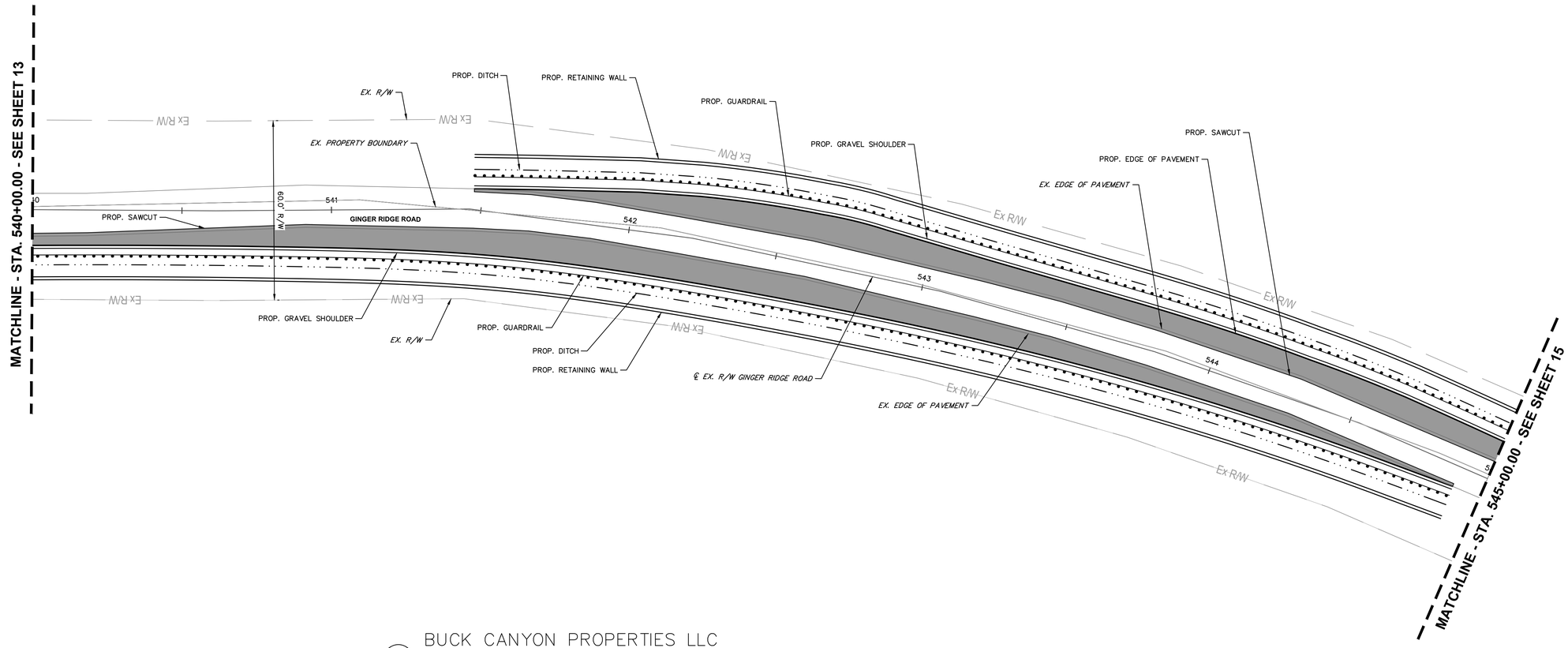
PROJECT ID
190297021

SHEET 13 | TOTAL 43

Drawing name: K:\CLB_LDEV\190297021_AWS_CMH243_AdamsCo_OH\2 Design\CAD\PlanSheets\CMH243-Roadway-1\C-PLAN-PROF-ROAD.dwg Layout1 (8) Dec 11, 2025 7:23pm byr Luke.Houseworth
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DECKARD ENTERPRISES, L.L.C.,
A MISSOURI LIMITED LIABILITY COMPANY
93.30 AC. TR.
PIB 183-00-00-077.000

5



22

BUCK CANYON PROPERTIES LLC
1,016.22 AC. TR.
PID: 183-00-00-079.000

PROP. OWNER	EX. ACRE	PROP. PERMANENT TAKE	NEW ACREAGE	PROP. TEMP TAKE
5	93.3	0.085	93.215	0
22	1016.22	0.041	1016.179	0

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

TRUCK WIDENING STA. 540+00.00 TO STA. 545+00.00

DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

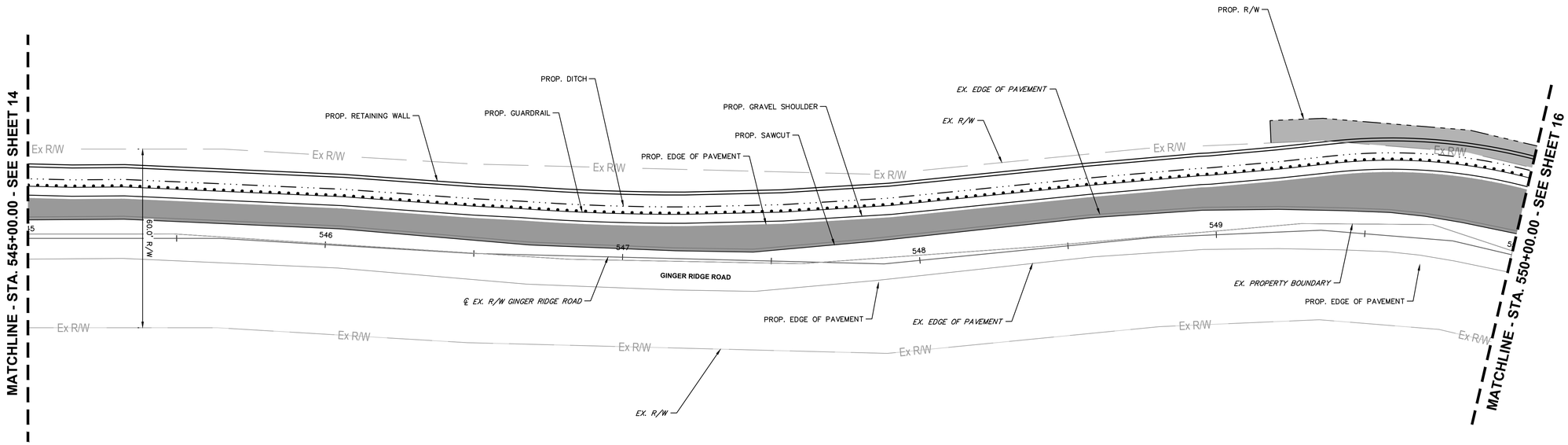
REVIEWER
BWG

PROJECT ID
190297021

SHEET 14 | TOTAL 43

Drawing name: K:\CLB_LDEV\190297021_AWS_CMH243_Adamsco_DH\2 Design\CAD\PlanSheets\CMH243-Roadway-1\C-PLAN-PROF-ROAD.dwg Layout: (9) Dec 11, 2025 7:23pm by: Luke.Housworth
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DECKARD ENTERPRISES, L.L.C.,
(5) A MISSOURI LIMITED LIABILITY COMPANY
93.30 AC. TR.
PIB 183-00-00-077.000



(22) BUCK CANYON PROPERTIES LLC
1,016.22 AC. TR.
PID: 183-00-00-079.000

PROP. OWNER	EX. ACRE	PROP. PERMANENT TAKE	NEW ACREAGE	PROP. TEMP TAKE
5	93.3	0.085	93.215	0
22	1016.22	0.041	1016.179	0

NORTH

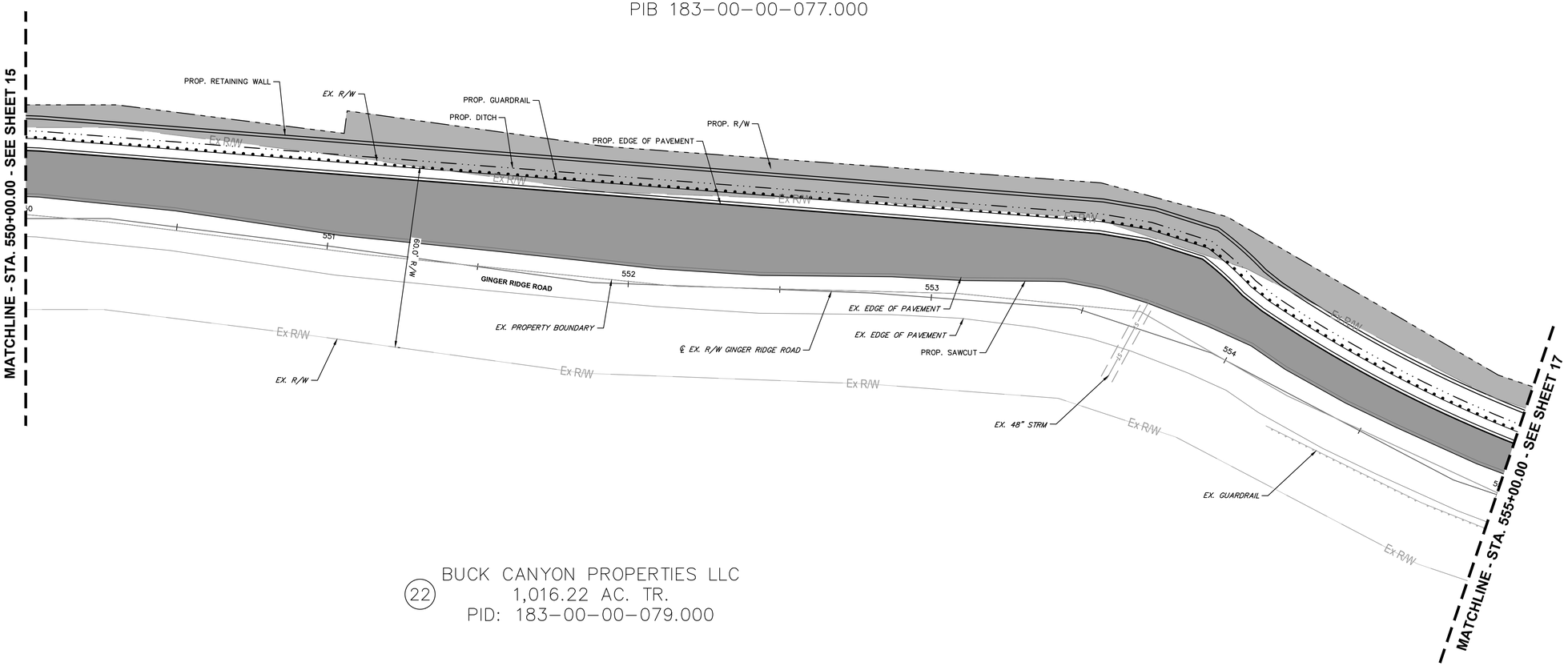
GRAPHIC SCALE IN FEET
0 10 20 40

TRUCK WIDENING STA. 545+00.00 TO STA. 550+00.00

DESIGN AGENCY
Kimley»Horn

DESIGNER LMH
REVIEWER BWG
PROJECT ID 190297021
SHEET 15 | TOTAL 43

Drawing name: K:\DLB_LDEV\190297021_JWS_OMH243_AdamsCo_DRV2 Design\CAD\PlanSheets\OMH243-Roadway-1\C-PLAN-PROF-ROAD.dwg Layout1 (10) Dec 11, 2025 7:23pm by Luke.Housewarth
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PROP. OWNER	EX. ACRE	PROP. PERMANENT TAKE	NEW ACREAGE	PROP. TEMP TAKE
5	93.3	0.085	93.215	0
22	1016.22	0.041	1016.179	0

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

TRUCK WIDENING STA. 550+00.00 TO STA. 555+00.00

DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

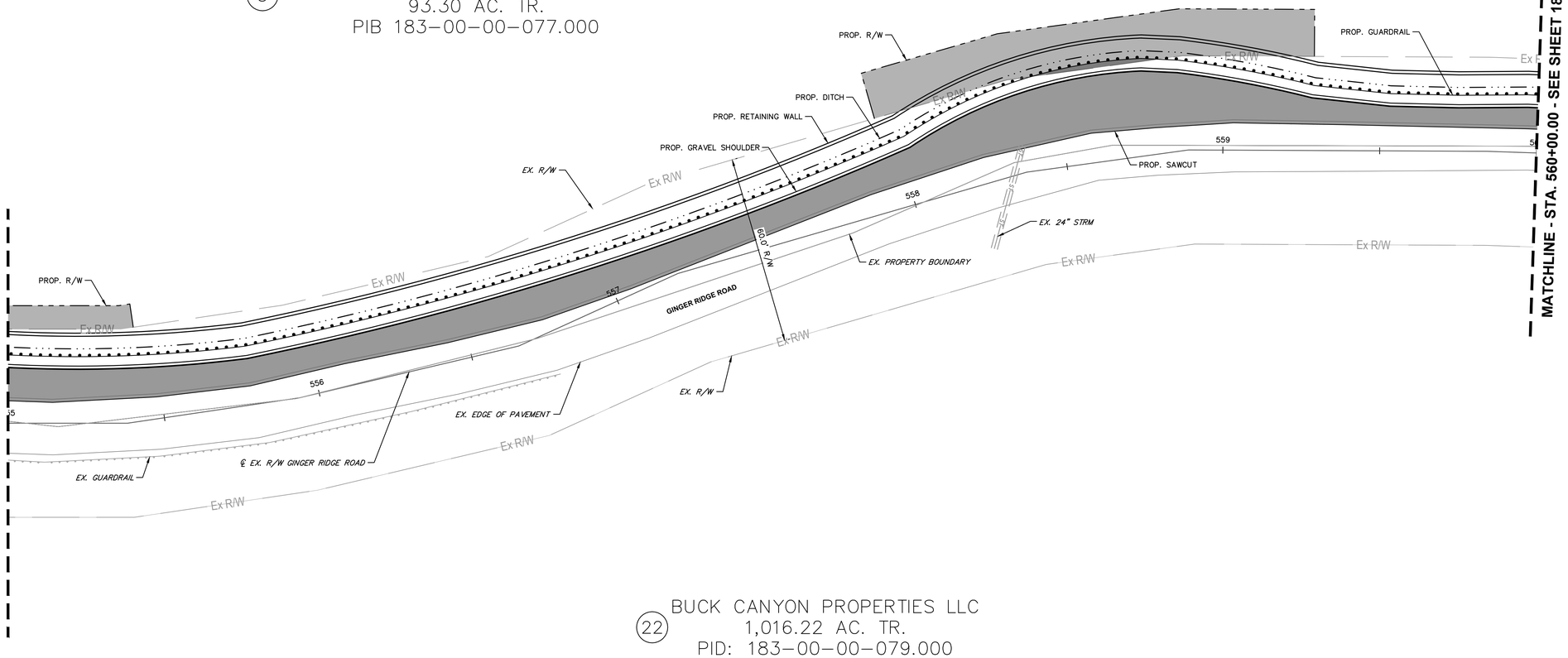
REVIEWER
BWG

PROJECT ID
190297021

SHEET 16 | TOTAL 43

Drawing name: K:\DLB_LDEV\190297021_AWS_OMH243_AdamsCo_DM\2 Design\CAD\PlanSheets\OMH243-Roadway-1\C-PLAN-PROF-ROAD.dwg Layout: (11) Dec 11, 2025 7:23pm by: Luke.Housworth
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(5) A MISSOURI LIMITED LIABILITY COMPANY
93.30 AC. TR.
PIB 183-00-00-077.000



(22) BUCK CANYON PROPERTIES LLC
1,016.22 AC. TR.
PID: 183-00-00-079.000

PROP. OWNER	EX. ACRE	PROP. PERMANENT TAKE	NEW ACREAGE	PROP. TEMP TAKE
5	93.3	0.085	93.215	0
22	1016.22	0.041	1016.179	0

NORTH

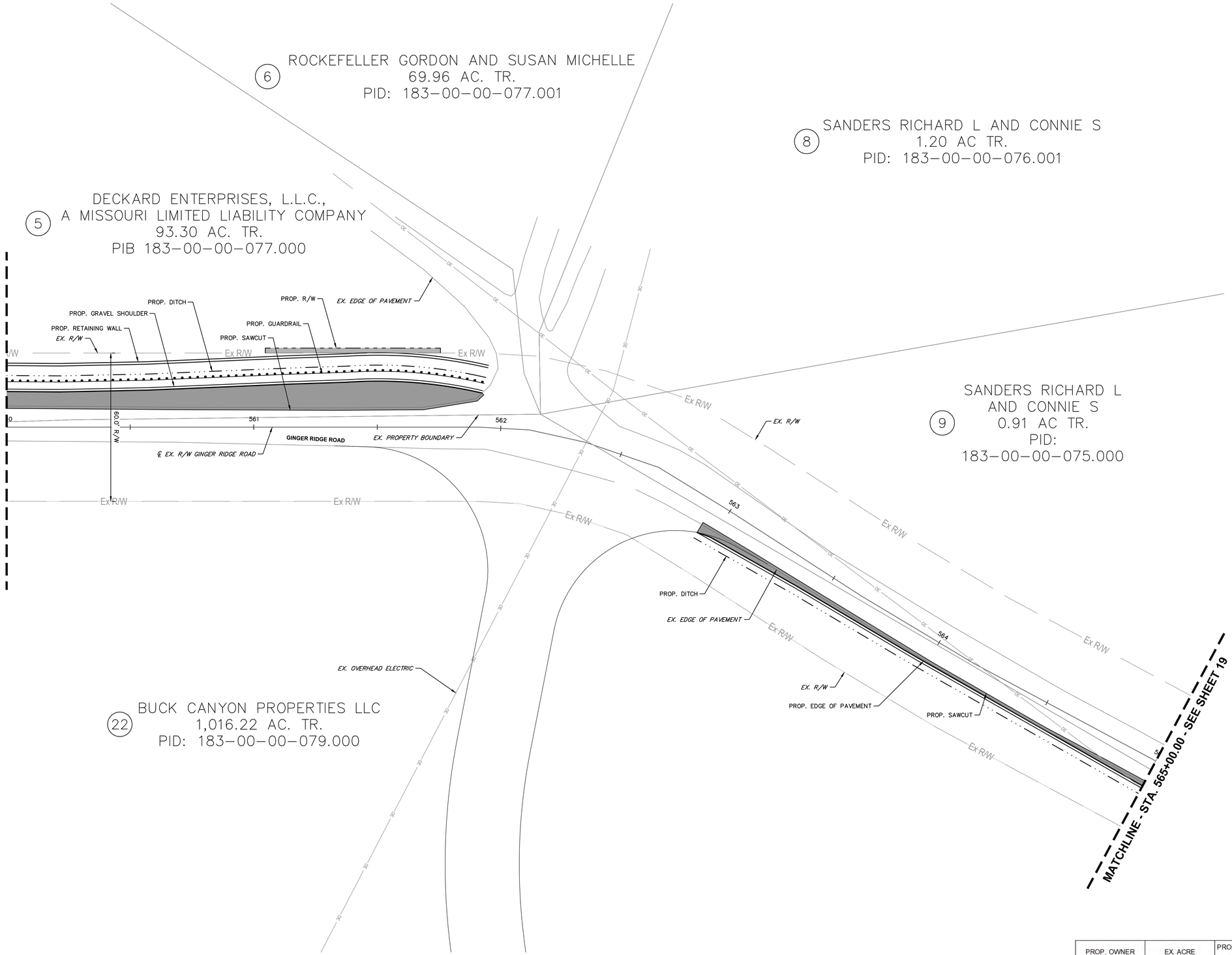
GRAPHIC SCALE IN FEET
0 10 20 40

TRUCK WIDENING STA. 555+00.00 TO STA. 560+00.00

DESIGN AGENCY
Kimley»Horn

DESIGNER LMH
REVIEWER BWG
PROJECT ID 190297021
SHEET 17 | TOTAL 43

Drawing name: K:\CLB_LDEV\190297021_AWS_CMH243_AdamsCo_OH\2 Design\CAD\PlanSheets\CMH243-Roadway-1\C-PLAN-PROF-ROAD.dwg Layout1 (12) Dec 11, 2025 7:23pm by Luke.Houseworth
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PROP. OWNER	EX. ACRE	PROP. PERMANENT TAKE	NEW ACREAGE	PROP. TEMP TAKE
5	93.3	0.085	93.215	0
6	69.96	0	69.96	0
8	1.2	0	1.2	0
9	0.91	0	0.91	0
22	1016.22	0.041	1016.179	0

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

TRUCK WIDENING STA. 560+00.00 TO STA. 565+00.00

DESIGN AGENCY
Kimley»Horn

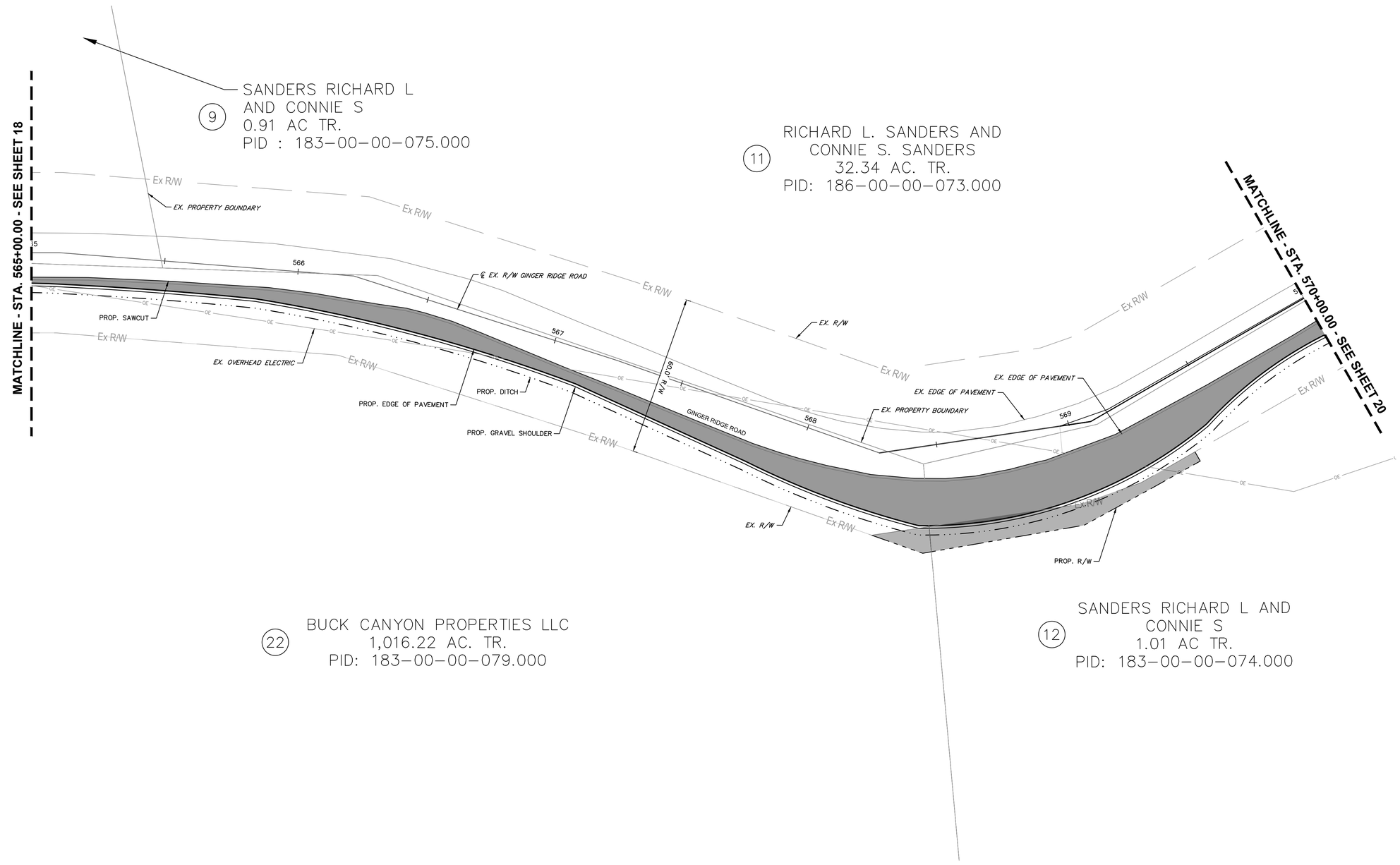
DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 18 | TOTAL 43

Drawing name: K:\DLB_LDEV\190297021_JWS_OMH243_AdamsCo_GH\2 Design\CAD\PlanSheets\OMH243-Roadway-1\C-PLAN-PROF-ROAD.dwg Layout1 (13) Dec 11, 2025 7:23pm by: Luke.Houseworth
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PROP. OWNER	EX. ACRE	PROP. PERMANENT TAKE	NEW ACREAGE	PROP. TEMP TAKE
9	0.91	0	0.91	0
11	32.34	0	32.34	0
12	1.01	0.01	1	0
22	1016.22	0.041	1016.179	0

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

TRUCK WIDENING STA. 565+00.00 TO STA. 570+00.00

DESIGN AGENCY
Kimley»Horn

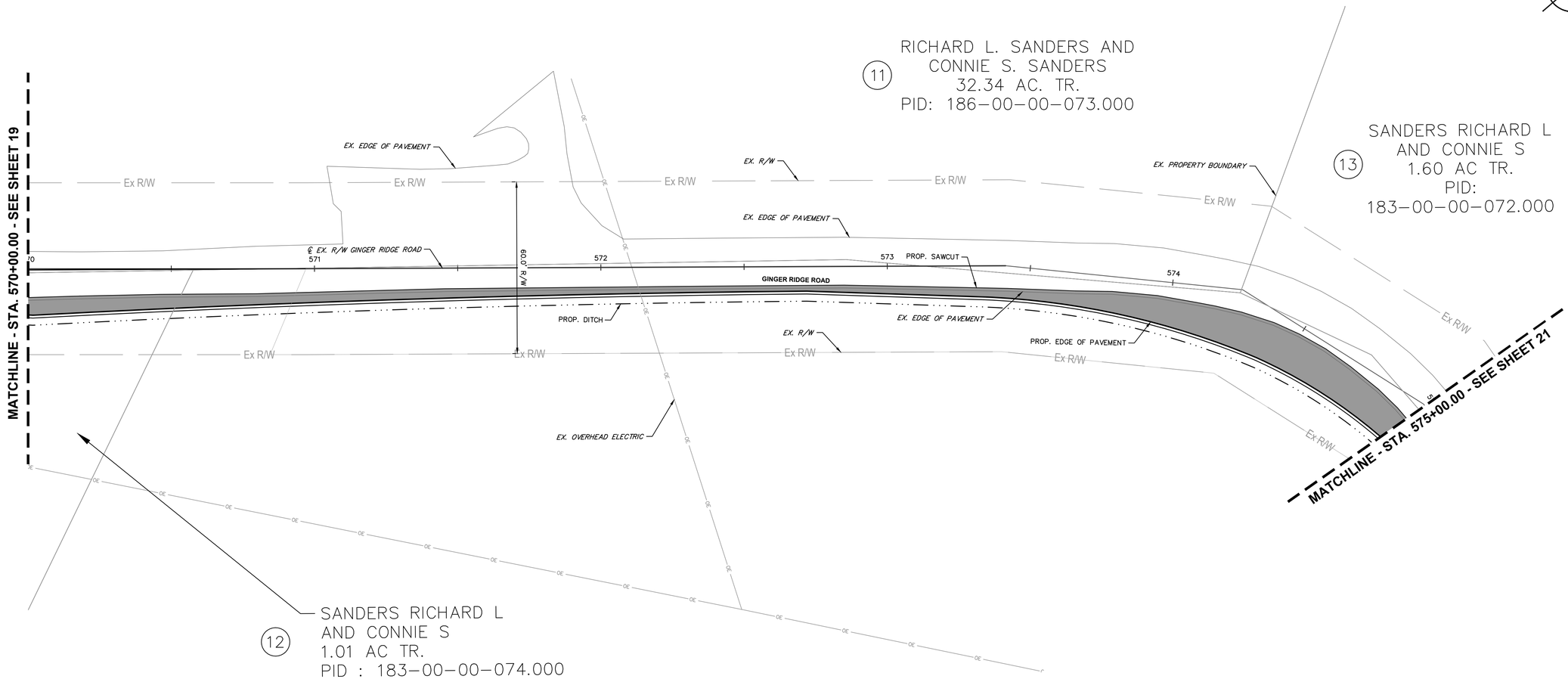
DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 19 | TOTAL 43

Drawing name: K:\DLB_DFW\190297021_AWS_DMH243_AdamsCo_DH\2 Design\CAD\PlanSheets\DMH243-Roadway-1\C-PLAN-PROF-ROAD.dwg Layout: (14) Dec 11, 2025 7:23pm by Luke.Housewarth
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PROP. OWNER	EX. ACRE	PROP. PERMANENT TAKE	NEW ACREAGE	PROP. TEMP TAKE
9	0.91	0	0.91	0
11	32.34	0	32.34	0
13	1.6	0	1.6	0
22	1016.22	0.041	1016.179	0

TRUCK WIDENING STA. 570+00.00 TO STA. 575+00.00

DESIGN AGENCY
Kimley»Horn

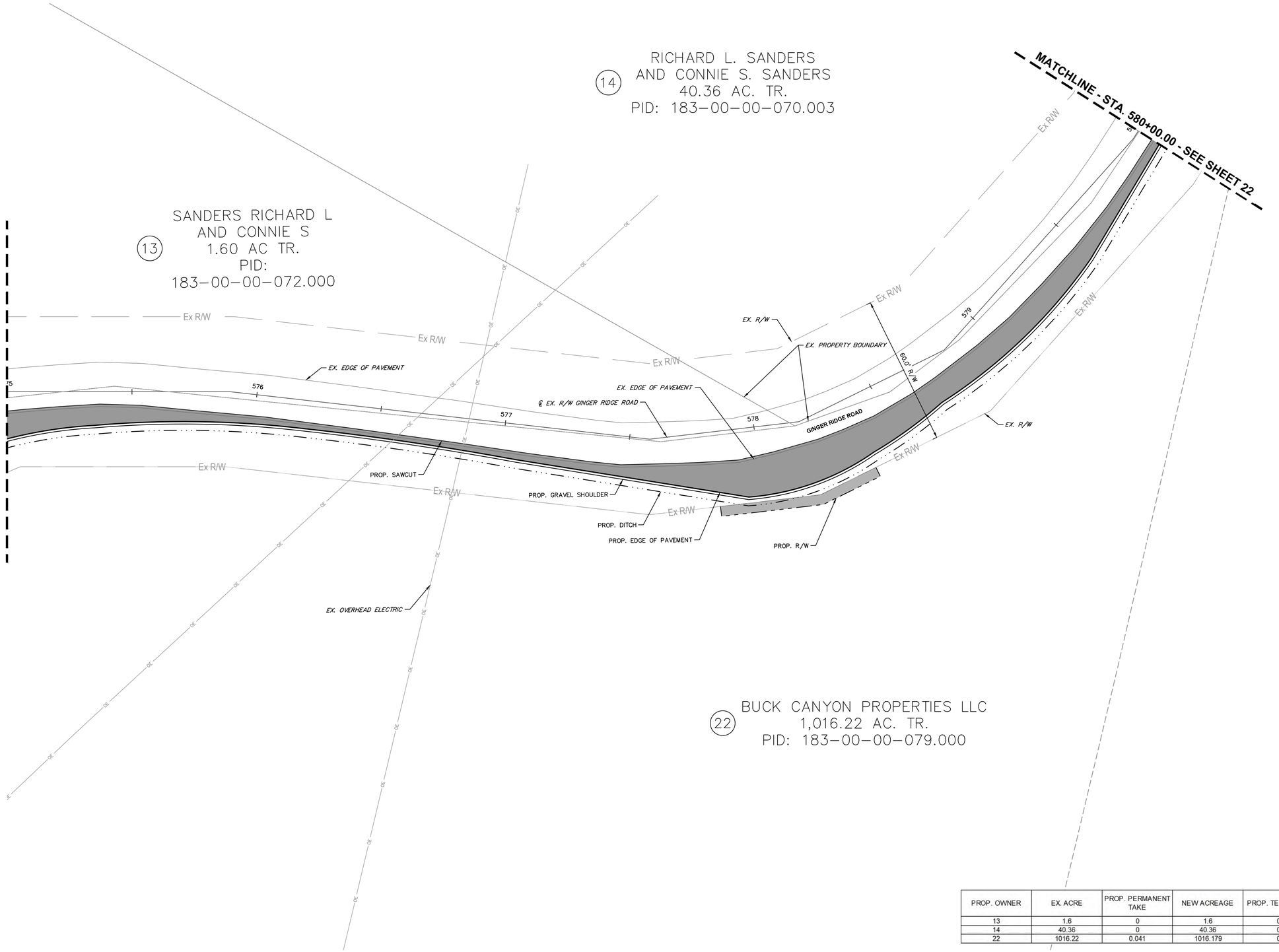
DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 20 | TOTAL 43

Drawing name: K:\CLB_LDEV\190297021_AWS_CMH243_AdamsCo_DH\2 Design\CAD\PlanSheets\CMH243-Roadway-1\C-PLAN-PROF-ROAD.dwg Layout1 (15) Dec 11, 2025 7:23pm by Luke.Housewarth
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PROP. OWNER	EX. ACRE	PROP. PERMANENT TAKE	NEW ACREAGE	PROP. TEMP TAKE
13	1.6	0	1.6	0
14	40.36	0	40.36	0
22	1016.22	0.041	1016.179	0

TRUCK WIDENING STA. 575+00.00 TO STA. 580+00.00

DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

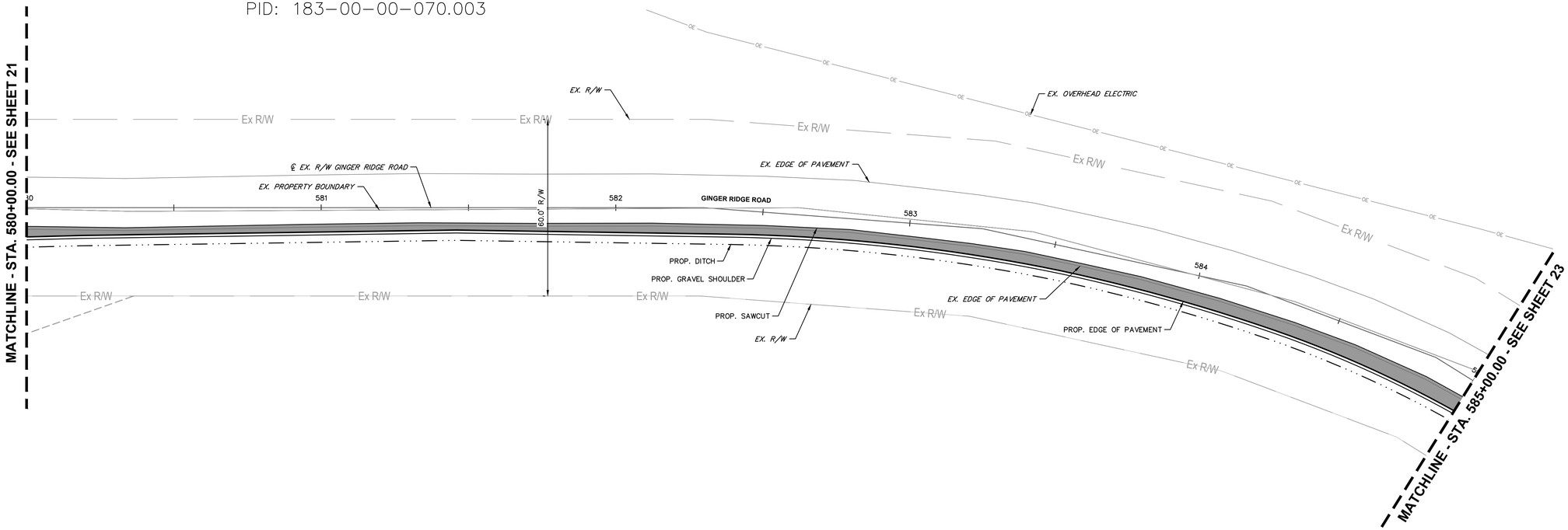
REVIEWER
BWG

PROJECT ID
190297021

SHEET 21 | TOTAL 43

Drawing name: K:\CLB_LDEV\190297021_AWS_CMH243_Adamsco_DN\2 Design\CAD\PlanSheets\CMH243-Roadway-1\C-PLAN-PROF-ROAD.dwg Layout: (16) Dec 11, 2025 7:23pm by: Luke.Housewarth
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Drawing name: K:\CLB_LDEV\190297021_AWS_CMH243_AdamsCo_DM\2 Design\CAD\PlanSheets\CMH243-Roadway-1\C-PLAN-PROF-ROAD.dwg Layout1 (17) Dec 11, 2025 7:23pm by Luke.Houseworth
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PROP. OWNER	EX. ACRE	PROP. PERMANENT TAKE	NEW ACREAGE	PROP. TEMP TAKE
14	40.36	0	40.36	0
22	1016.22	0.041	1016.179	0

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

TRUCK WIDENING STA. 580+00.00 TO STA. 585+00.00

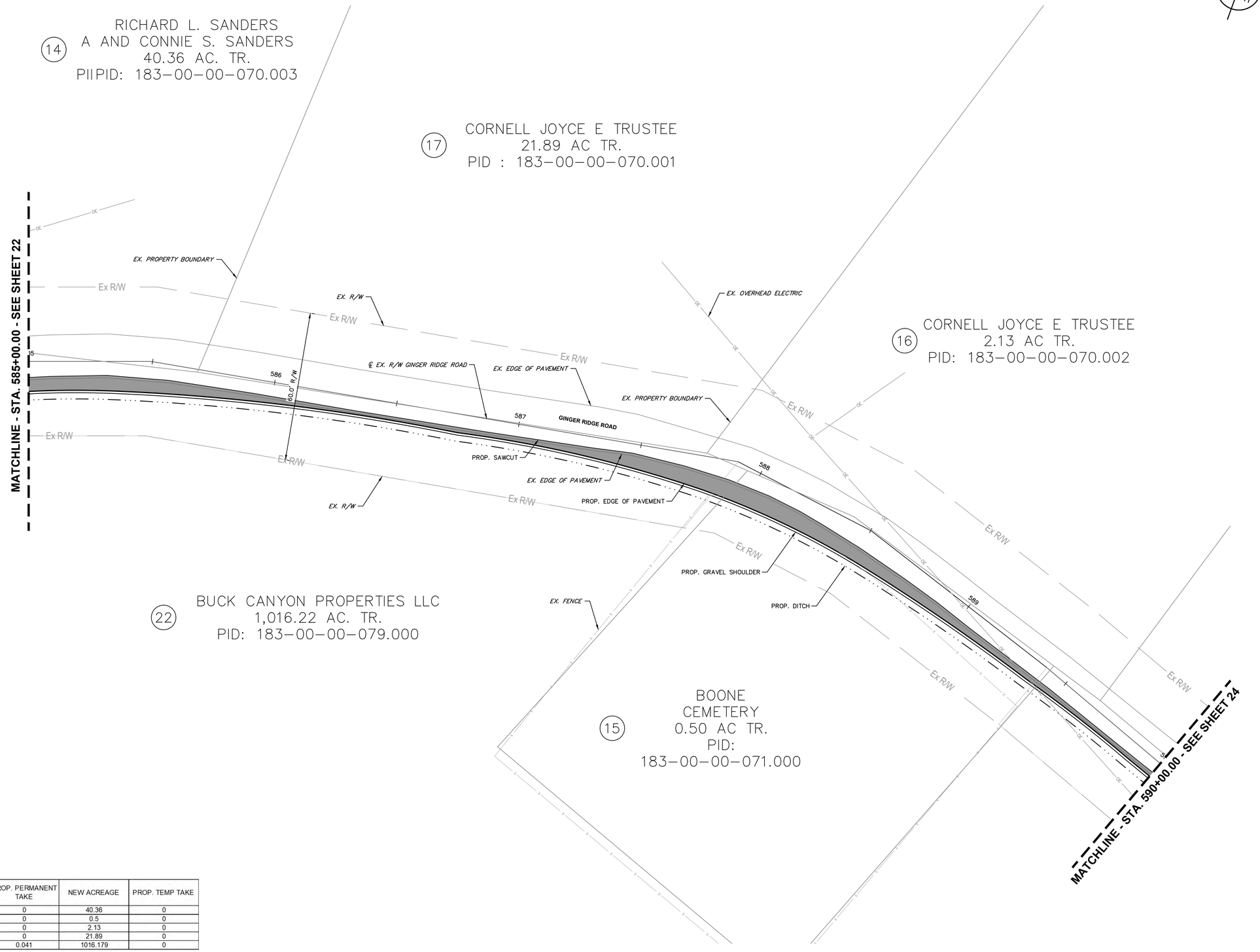
DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 22 | TOTAL 43



PROP. OWNER	EX. ACRE	PROP. PERMANENT TAKE	NEW ACREAGE	PROP. TEMP TAKE
14	40.36	0	40.36	0
15	0.5	0	0.5	0
16	2.13	0	2.13	0
17	21.89	0	21.89	0
22	1016.22	0.041	1016.179	0

TRUCK WIDENING STA. 585+00.00 TO STA. 590+00.00

DESIGN AGENCY
Kimley»Horn

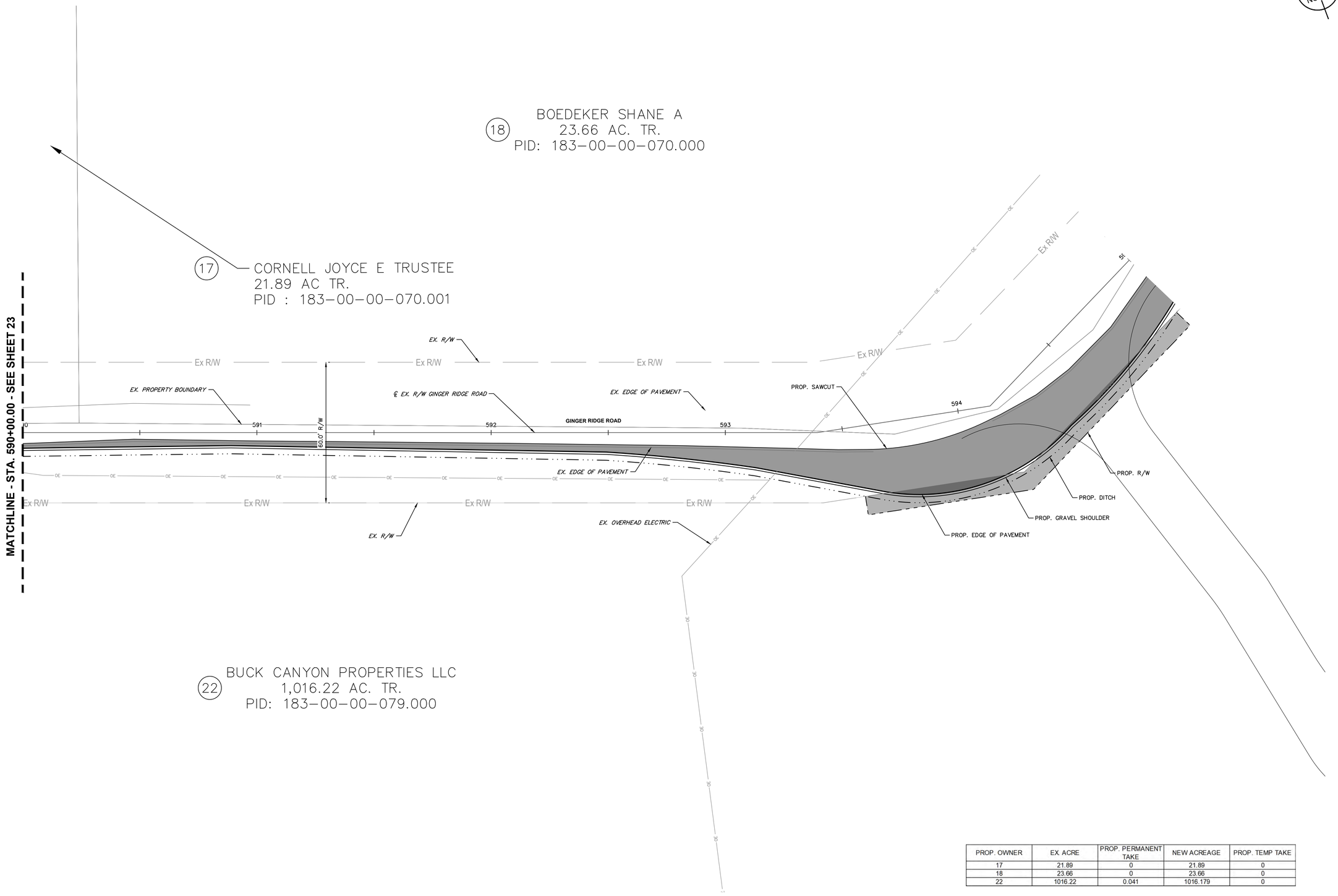
DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 23 | TOTAL 43

Drawing name: K:\CLB_LDEV\190297021_AWS_DMH243_AdamsCo_DH\2 Design\CAD\PlanSheets\DMH243-Roadway-1\C-PLAN-PROF-ROAD.dwg Layout: (18) Dec 11, 2025 7:23pm by: Luke.Housewarth
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PROP. OWNER	EX. ACRE	PROP. PERMANENT TAKE	NEW ACREAGE	PROP. TEMP TAKE
17	21.89	0	21.89	0
18	23.66	0	23.66	0
22	1016.22	0.041	1016.179	0

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

TRUCK WIDENING STA. 590+00.00 TO END PROJECT

DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

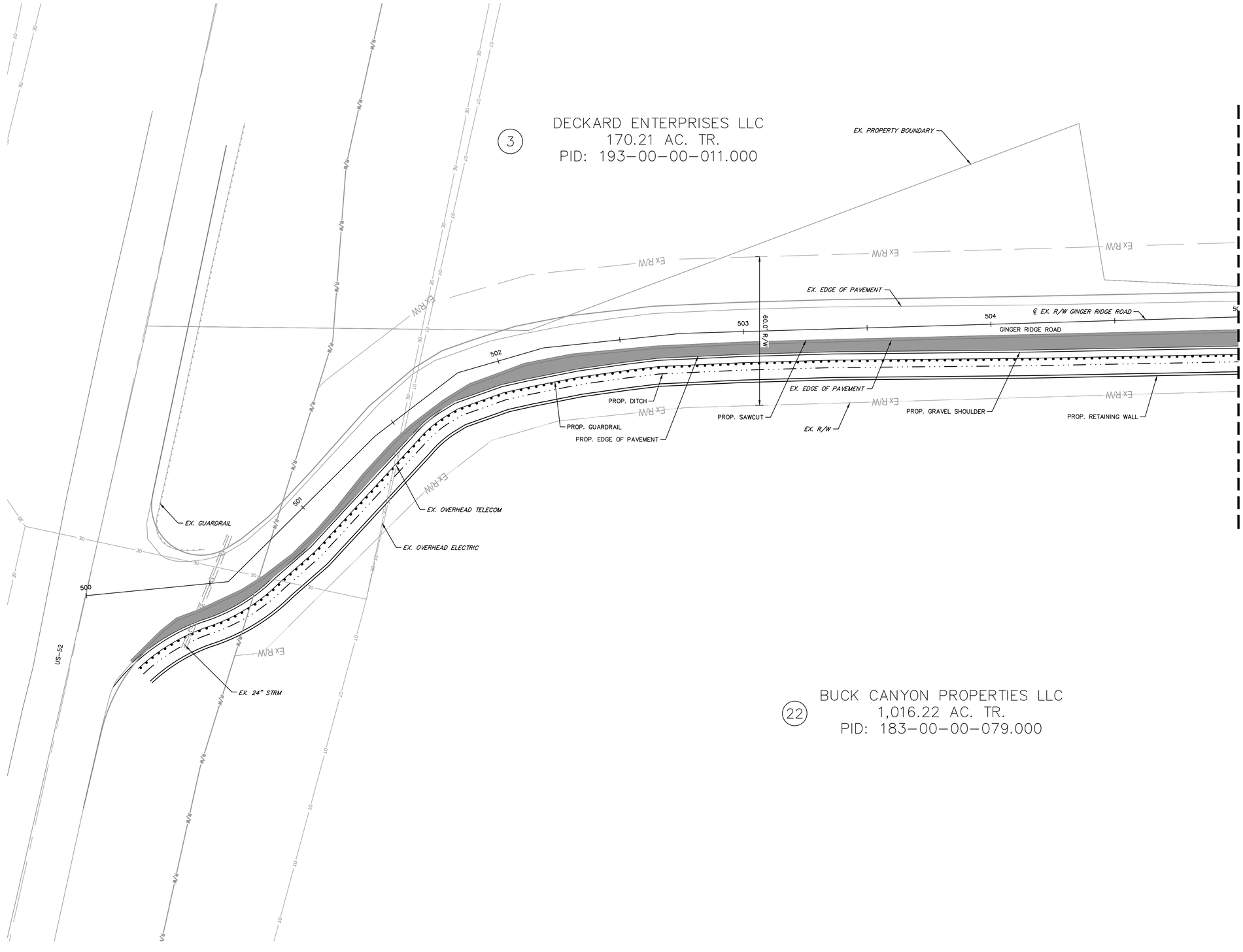
REVIEWER
BWG

PROJECT ID
190297021

SHEET 24 | TOTAL 43

Drawing name: K:\DLB_LDEV\190297021_AWS_OMI243_AdamsCo_GHV2 Design\CAD\PlanSheets\OMI243-Roadway-1\C-PLAN-PROF-ROAD.dwg Layout1 (19) Dec 11, 2025 7:23pm by: Luke.Housewarth
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Drawing name: K:\CLB_LIDEV\190297021_AWS_CMH243_AdamsCo_OH\2 Design\CAD\PlanSheets\CMH243-Roadway-1\C-PLAN-PROF-ROAD-PC.dwg Layout1 Dec 11, 2025 7:23pm by: Luke.Houseworth
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NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CAR WIDENING BEGIN PROJECT TO STA. 505+00

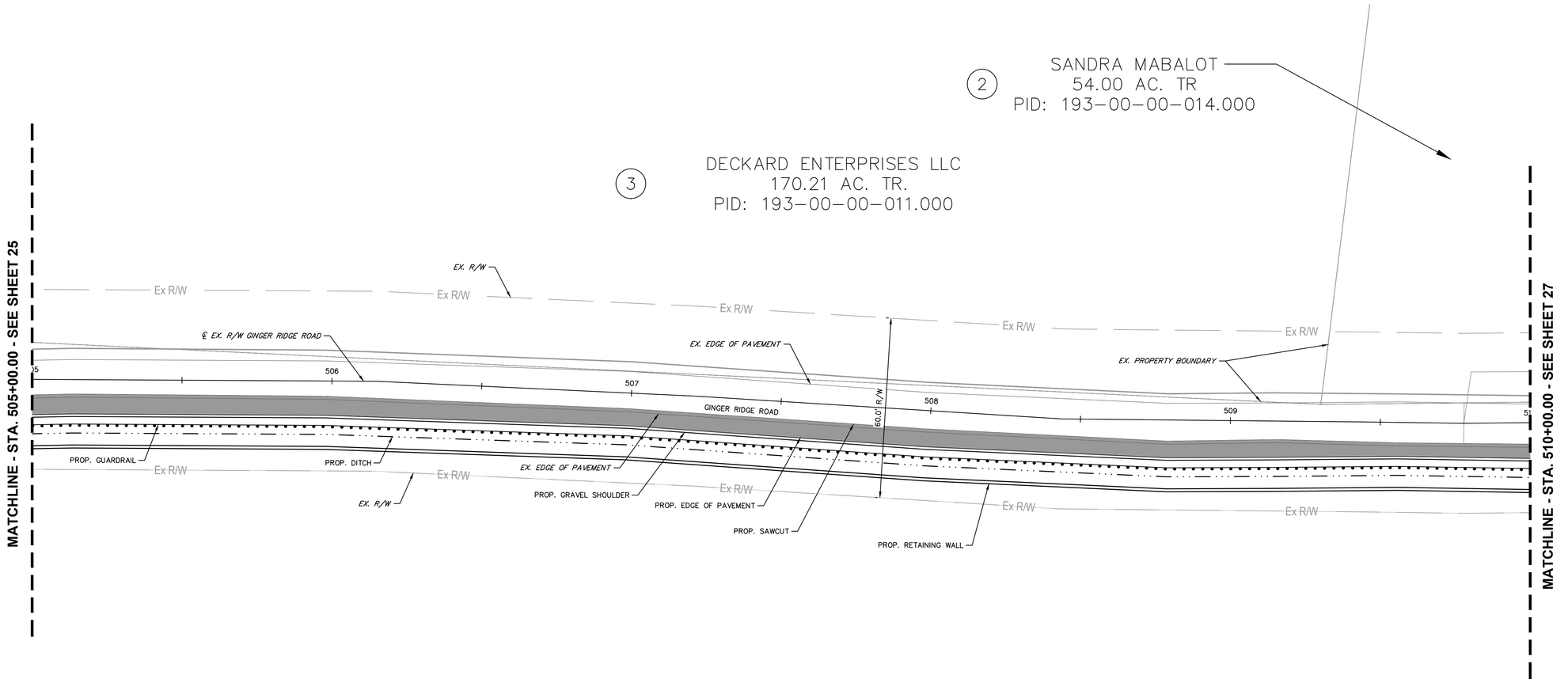
DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 25 | TOTAL 43



NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CAR WIDENING STA. 505+00 TO STA. 510+00

DESIGN AGENCY
Kimley»Horn

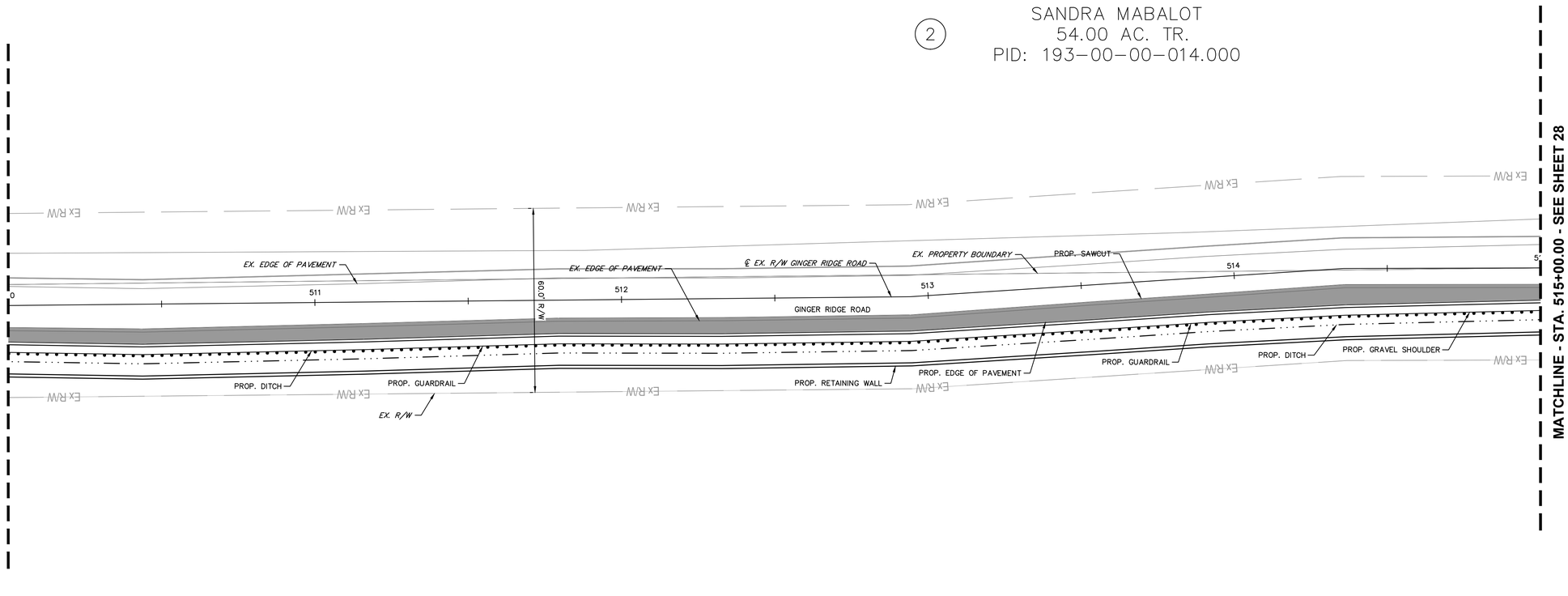
DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 26 | TOTAL 43

Drawing name: K:\DLB_TDEV\190297021_AWS_DAN243_AdamsCo_DH\2 Design\CAD\PlanSheets\DAN243-Roadway-1\C-PLAN-PROF-ROAD-PC.dwg Layout1 (2) Dec 11, 2025 7:23pm by: Luke.Housworth
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NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CAR WIDENING STA. 510+00 TO STA. 515+00

DESIGN AGENCY
Kimley»Horn

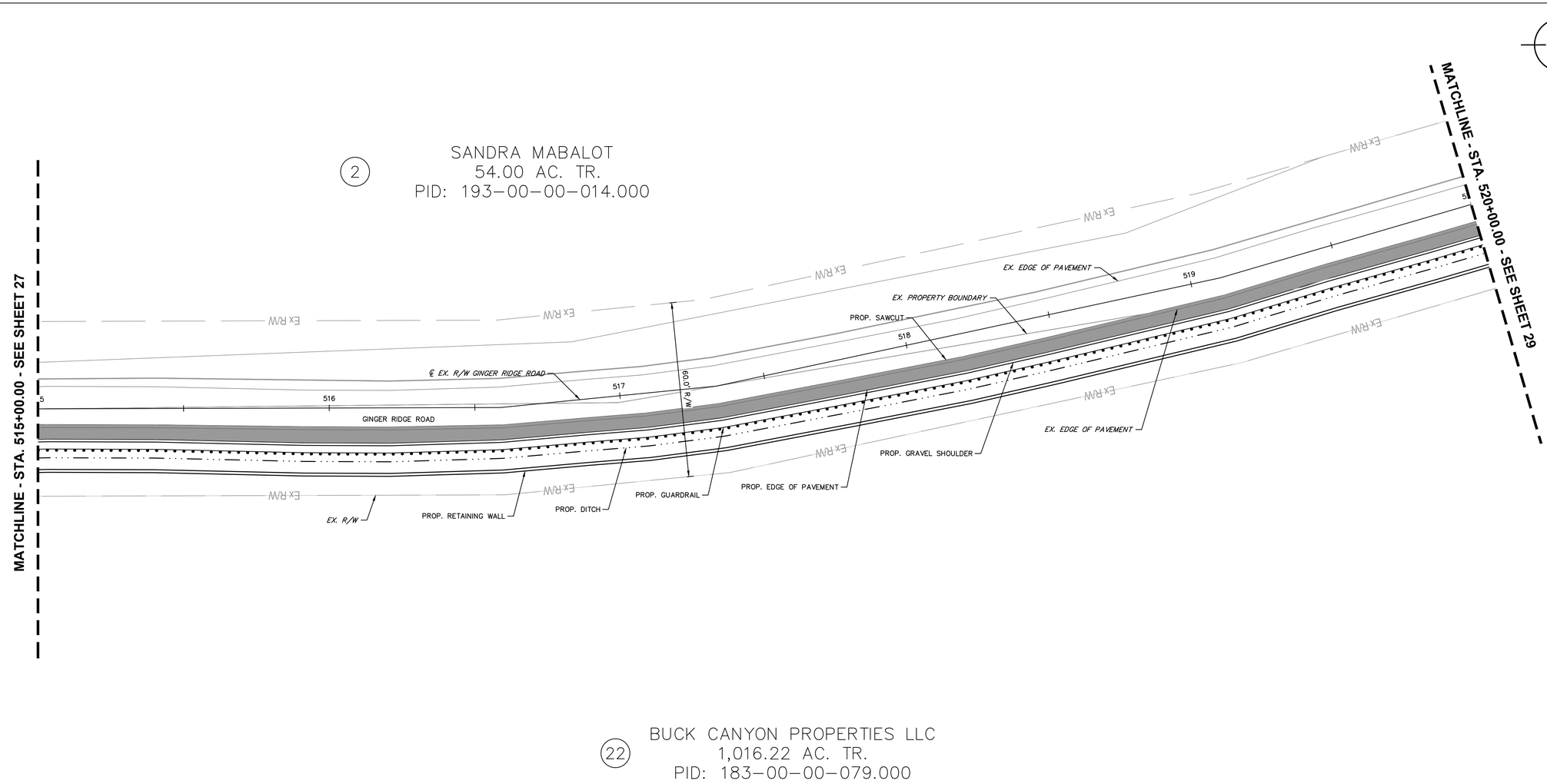
DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 27 | TOTAL 43

Drawing name: K:\OLB_LDEV\190297021_AWS_OMH243_AdamsCo_DH\2 Design\CAD\PlanSheets\OMH243-Roadway-1\C-PLAN-PROF-ROAD-PC.dwg Layout1 (3) Dec 11, 2025 7:23pm by: Luke.Housworth
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22 BUCK CANYON PROPERTIES LLC
1,016.22 AC. TR.
PID: 183-00-00-079.000

CAR WIDENING STA. 515+00 TO STA. 520+00

DESIGN AGENCY
Kimley»Horn

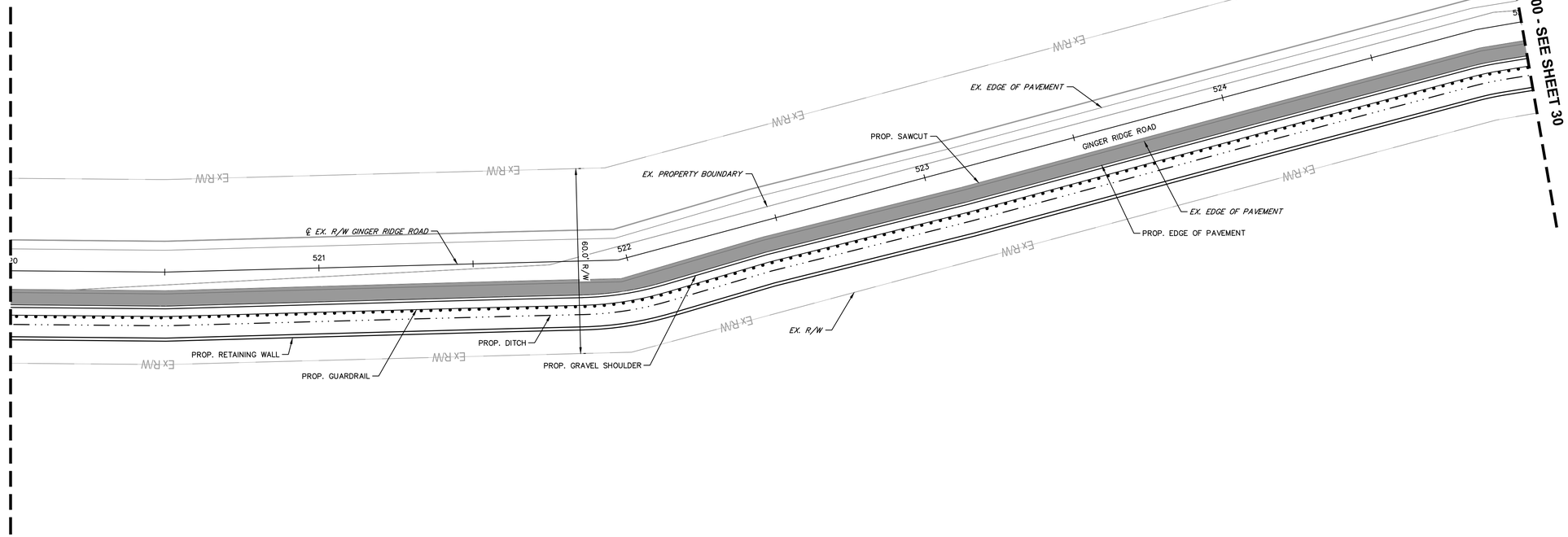
DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 28 | TOTAL 43

Drawing name: K:\CLB_LUEV\190297021_AWS_CMH243_AdamsCo_OH\2 Design\CAD\PlanSheets\CMH243-Roadway-1\C-PLAN-PROF-ROAD-PC.dwg Layout1 (4) Dec 11, 2025 7:23pm by: Luke.Housworth
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GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

CAR WIDENING STA. 520+00 TO STA. 525+00

DESIGN AGENCY
Kimley»Horn

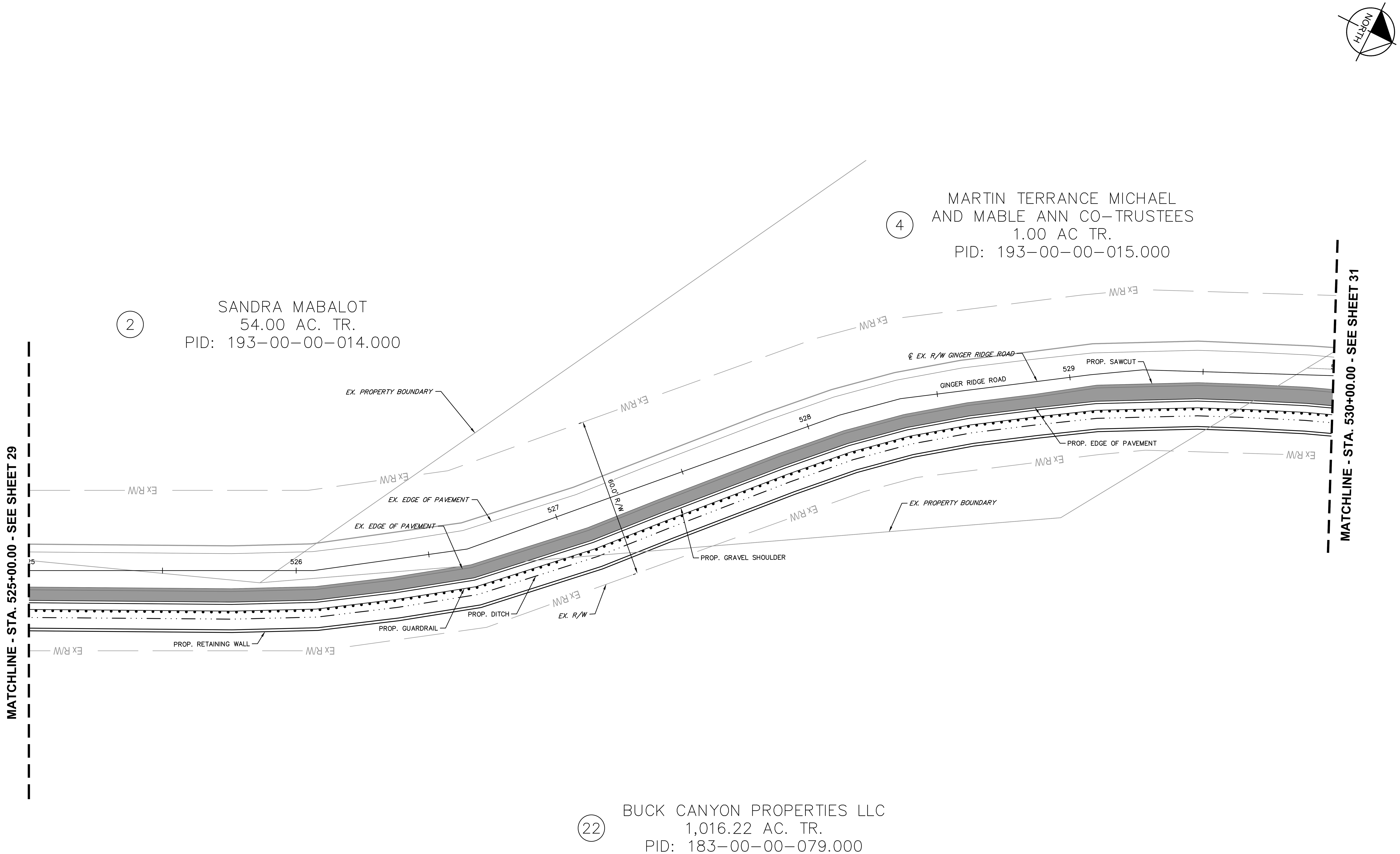
DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 29 | TOTAL 43

Drawing name: K:\DAL_LDEV\190297021_AWS_CMH243_AdamsCo_OH\2 Design\CAD\PlanSheets\CMH243-Roadway-1\C-PLAN-PROF-ROAD-PC.dwg Layout1 (6) Dec 11, 2025 7:23pm by: Luke.Housworth
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CAR WIDENING STA. 525+00 TO STA. 530+00

DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

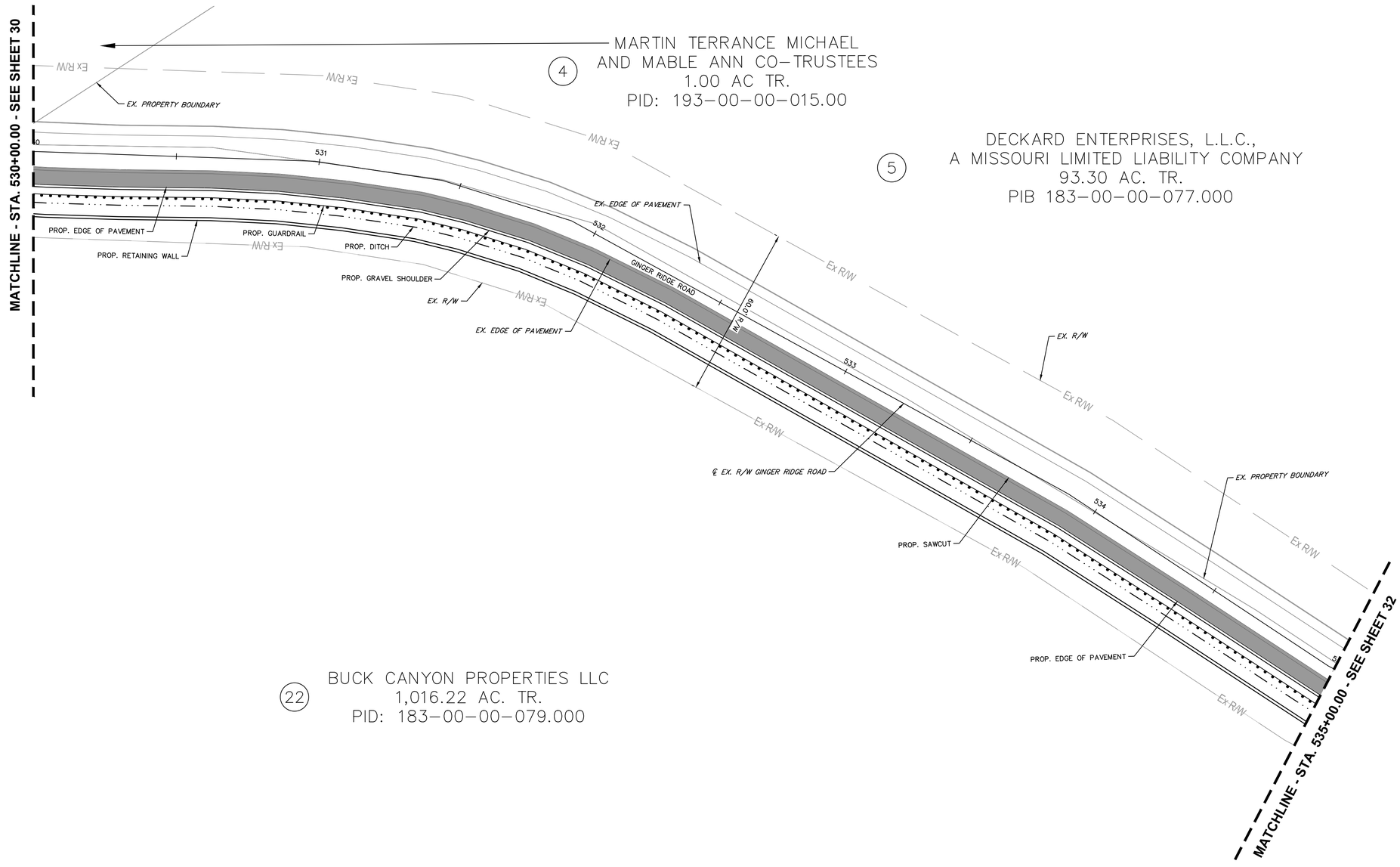
REVIEWER
BWG

PROJECT ID
190297021

SHEET 30 | TOTAL 43

Drawing name: K:\CLB_LDEV\190297021_AWS_CMH243_AdamsCo_OH\2 Design\CAD\PlanSheets\CMH243-Roadway-1\C-PLAN-PROF-ROAD-PC.dwg Layout1 (6) Dec 11, 2025 7:23pm by: Luke.Houseworth

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NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CAR WIDENING STA. 530+00 TO STA. 535+00

DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

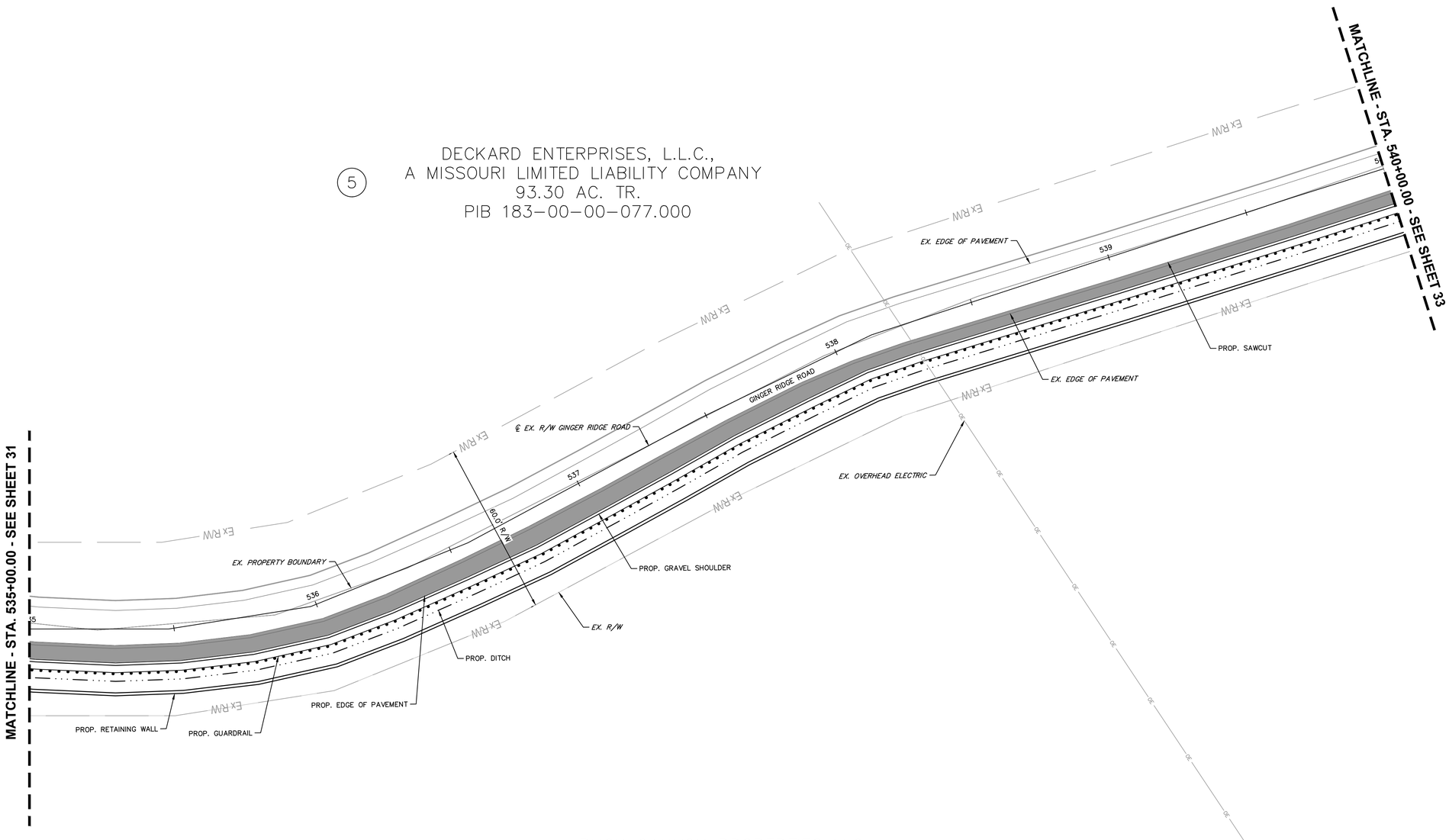
REVIEWER
BWG

PROJECT ID
190297021

SHEET 31 | TOTAL 43

Drawing name: K:\CLB_LUEV\190297021_AWS_CMH243_AdamsCo_DH\2 Design\CAD\PlanSheets\CMH243-Roadway-1\C-PLAN-PROF-ROAD-PC.dwg Layout1 (7) Dec 11, 2025 7:23pm by: Luke.Housewarth
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Drawing name: K:\CLB_LDEV\190297021_AWS_OMH243_AdamsCo_DH\2 Design\CAD\PlanSheets\OMH243-Roadway-1\C-PLAN-PROF-ROAD-PIC.dwg Layout1 (8) Dec 11, 2025 7:23pm by: Luke.Houseworth
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NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CAR WIDENING STA. 535+00 TO STA. 540+00

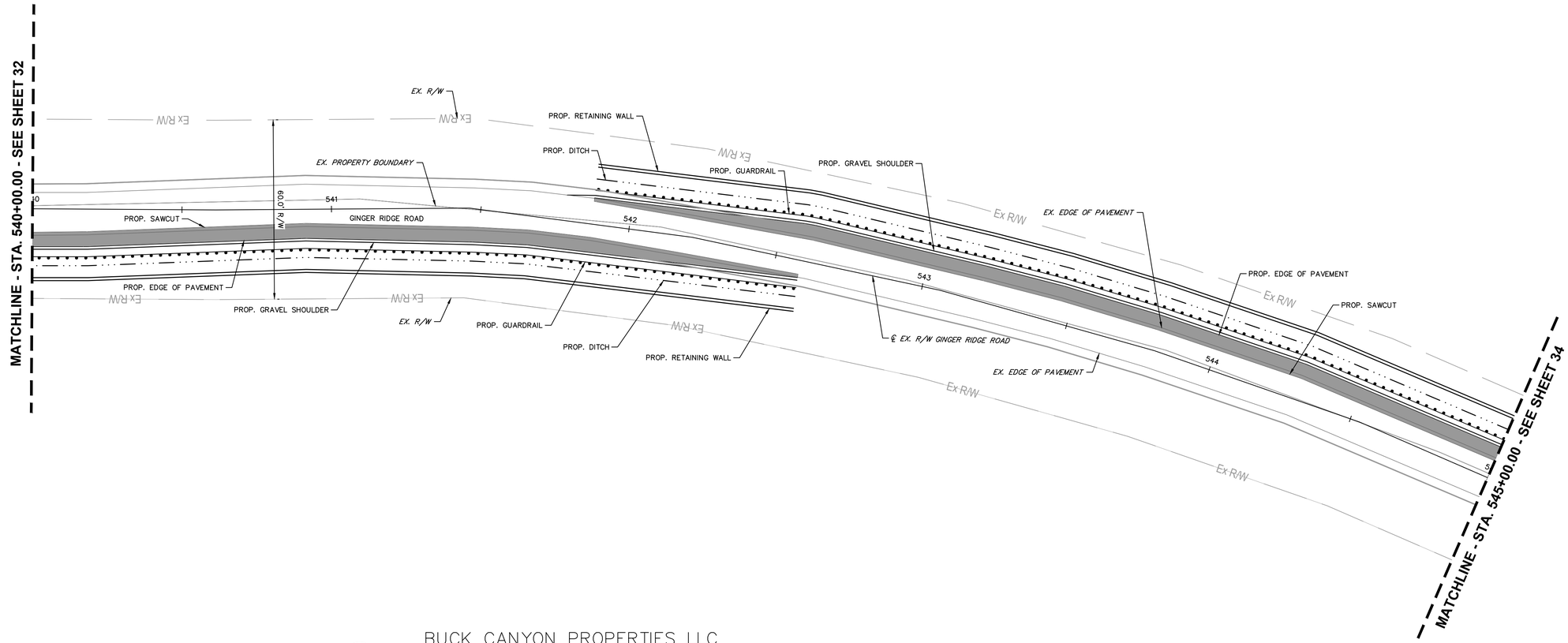
DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 32 | TOTAL 43



GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

CAR WIDENING STA. 540+00 TO STA. 545+00

DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

REVIEWER
BWG

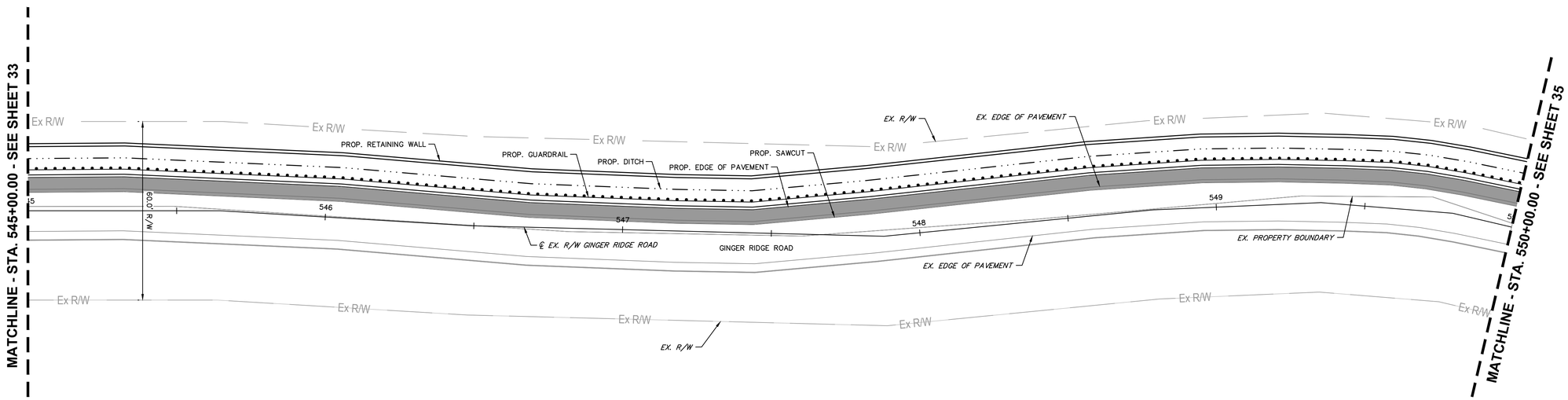
PROJECT ID
190297021

SHEET 33 | TOTAL 43

Drawing name: K:\CLB_LDEV\190297021_AWS_OMH243_AdamsCo_DH\2 Design\CAD\PlanSheets\OMH243-Roadway-1\C-PLAN-PROF-ROAD-PC.dwg Layout1 (9) Dec 11, 2025 7:23pm by: Luke.Housewarth
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Drawing name: K:\CLB_LDEV\190297021_AWS_OMH243_AdamsCo_DH\2 Design\CAD\PlanSheets\OMH243-Roadway-1\C-PLAN-PROF-ROAD-PC.dwg Layout1 (10) Dec 11, 2025 7:23pm by: Luke.Housewerth
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(5) DECKARD ENTERPRISES, L.L.C.,
A MISSOURI LIMITED LIABILITY COMPANY
93.30 AC. TR.
PIB 183-00-00-077.000



(22) BUCK CANYON PROPERTIES LLC
1,016.22 AC. TR.
PID: 183-00-00-079.000

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CAR WIDENING STA. 545+00 TO STA. 550+00

DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 34 | TOTAL 43

22

DECKARD ENTERPRISES, L.L.C.,
A MISSOURI LIMITED LIABILITY COMPANY
93.30 AC. TR.
PIB 183-00-00-077.000

MATCHLINE - STA. 550+00.00 - SEE SHEET 34

EX. R/W
Ex R/W
PROP. RETAINING WALL
PROP. DITCH
PROP. GUARDRAIL
EX. EDGE OF PAVEMENT
PROP. EDGE OF PAVEMENT
PROP. SAWCUT
60.0' R/W
GINGER RIDGE ROAD
EX. PROPERTY BOUNDARY
℄ EX. R/W GINGER RIDGE ROAD
550
551
552
553
554
555

22

BUCK CANYON PROPERTIES LLC
1,016.22 AC. TR.
PID: 183-00-00-079.000

EX. GUARDRAIL

MATCHLINE - STA. 555+00.00 - SEE SHEET 36

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CAR WIDENING STA. 550+00 TO STA. 555+00

DESIGN AGENCY
Kimley»Horn

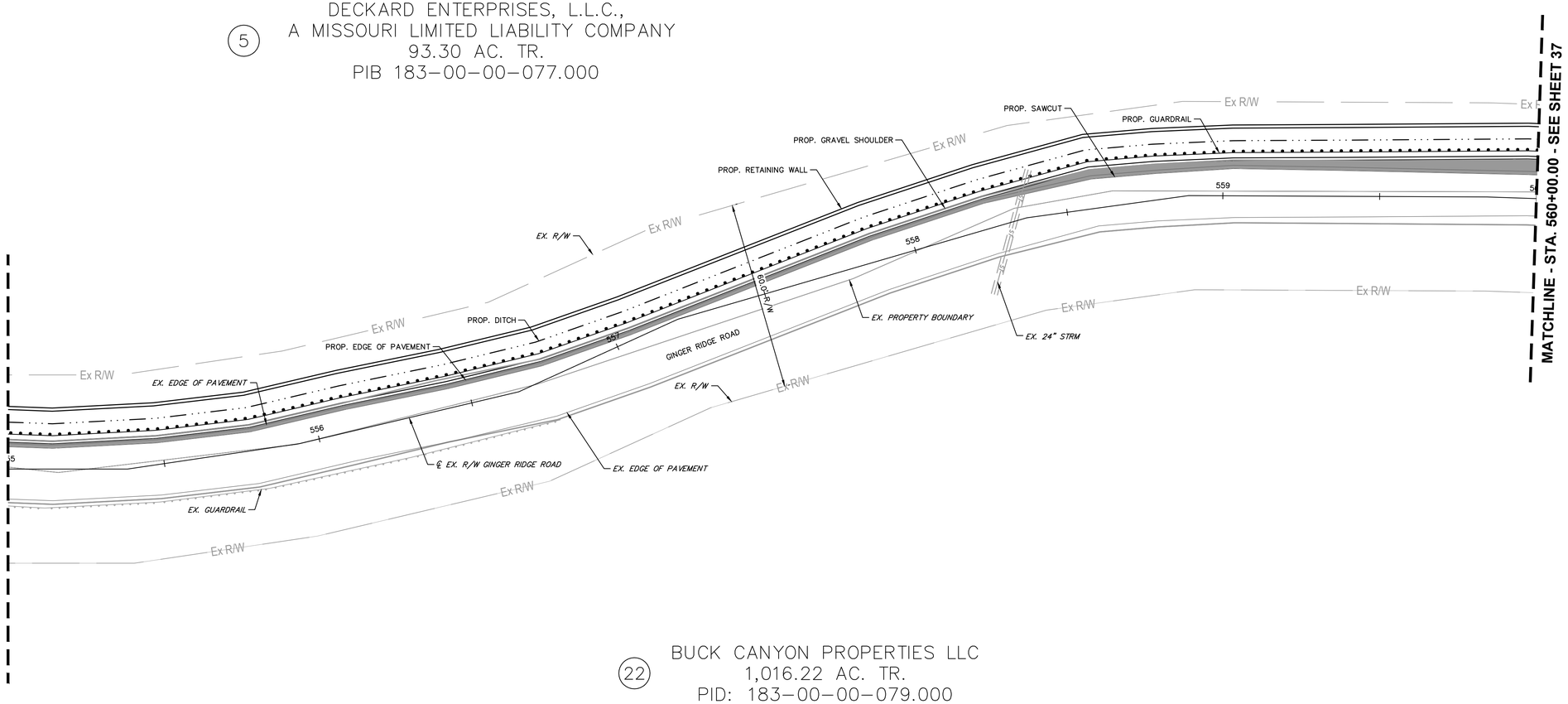
DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 35 | TOTAL 43

Drawing name: K:\OLB_LDEV\190297021_AWS_OMH243_AdamsCo_DH\2 Design\CAD\PlanSheets\OMH243-Roadway-1\C-PLAN-PROF-ROAD-PC.dwg Layout1 (11) Dec 11, 2025 7:23pm by: Luke.Houseworth
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NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CAR WIDENING STA. 555+00 TO STA. 560+00

DESIGN AGENCY
Kimley»Horn

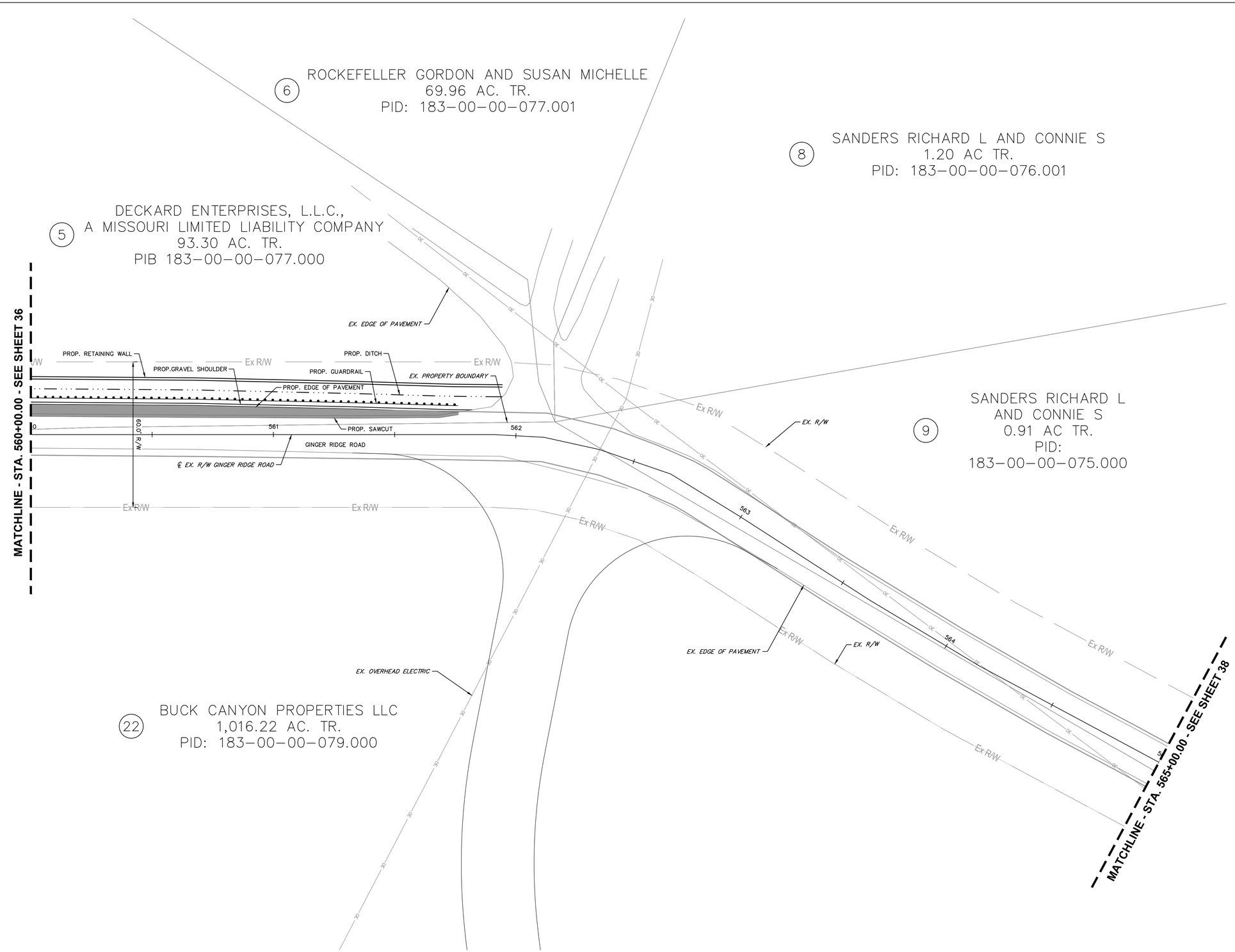
DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 36 | TOTAL 43

Drawing name: K:\OLB_LDEV\190297021_AWS_OMH243_AdamsCo_DH\2 Design\CAD\PlanSheets\OMH243-Roadway-1\C-PLAN-PROF-ROAD-PC.dwg Layout1 (12) Dec 11, 2025 7:23pm by: Luke.Housewerth
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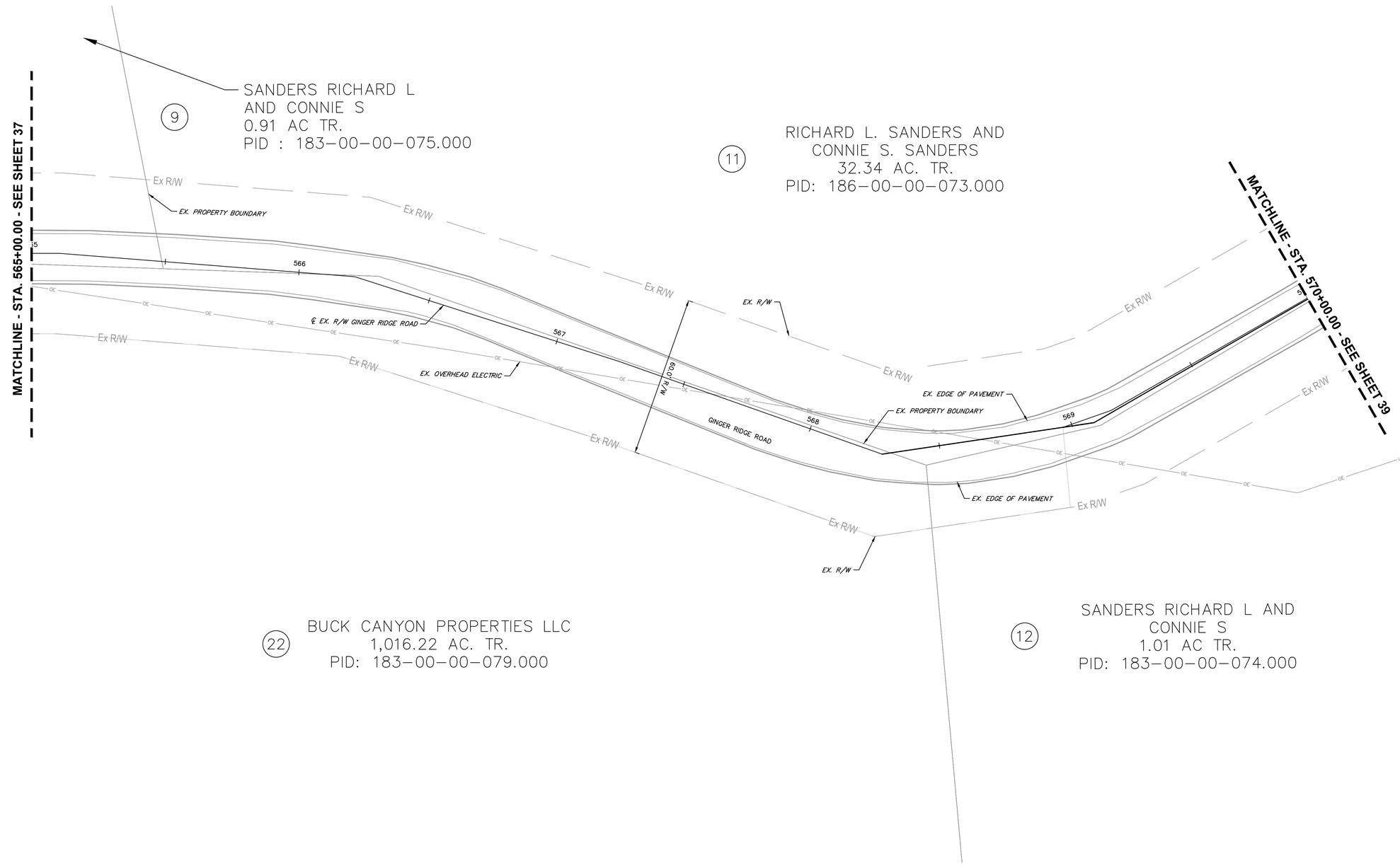


CAR WIDENING STA. 560+00 TO STA. 565+00

DESIGN AGENCY
Kimley»Horn

DESIGNER	LMH
REVIEWER	BWG
PROJECT ID	190297021
SHEET	37
TOTAL	43

Drawing name: K:\CLB_LDEV\190297021_AWS_OMH243_Adamsco_OH\2 Design\CAD\PlanSheets\OMH243-Roadway-1\C-PLAN-PROF-ROAD-PC.dwg Layout1 (13) Dec 11, 2025 7:23pm by: Luke.Housworth
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NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CAR WIDENING STA. 565+00 TO STA. 570+00

DESIGN AGENCY
Kimley»Horn

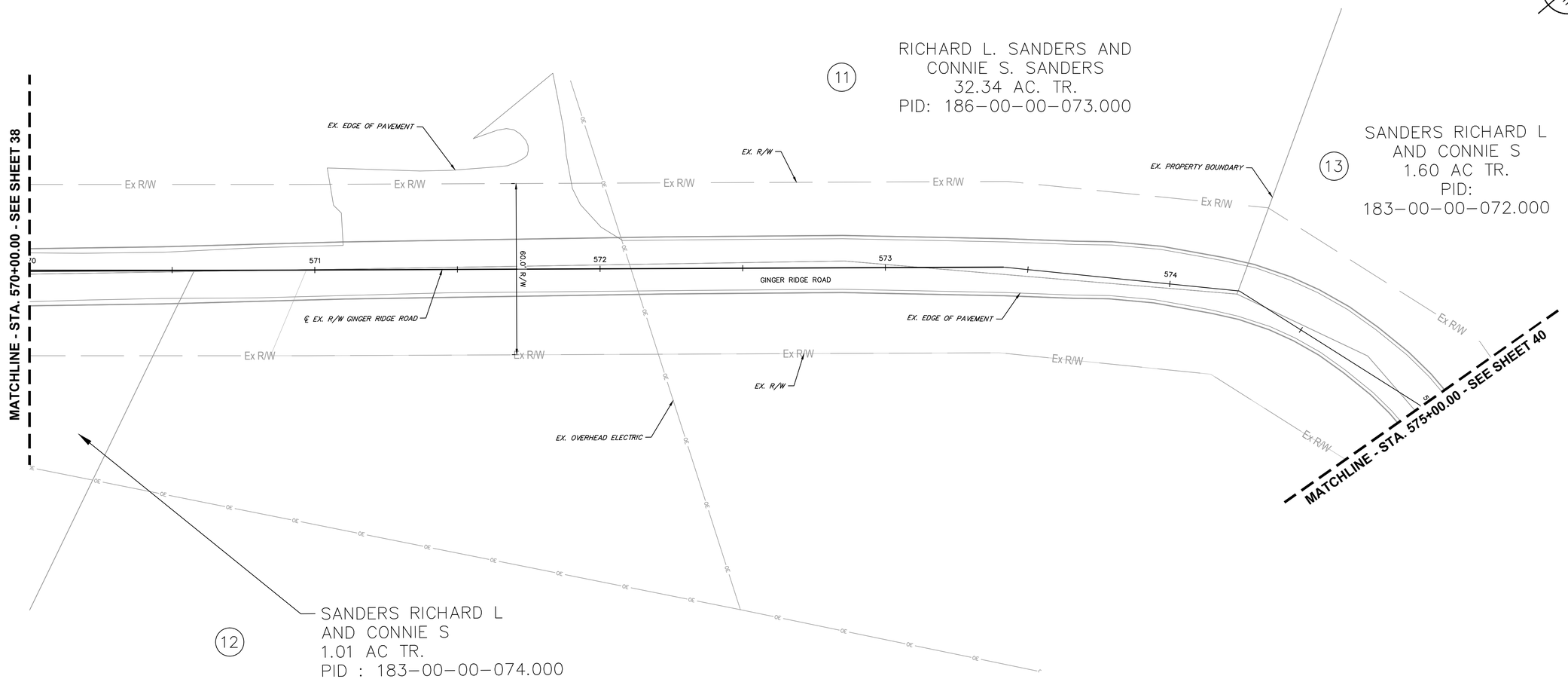
DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 38 | TOTAL 43

Drawing name: K:\CLB_LDEV\190297021_AWS_OMH243_AdamsCo_DH\2 Design\CAD\PlanSheets\OMH243-Roadway-1\C-PLAN-PROF-ROAD-PC.dwg Layout1 (14) Dec 11, 2025 7:23pm by: Luke.Housworth
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NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CAR WIDENING STA. 570+00 TO STA. 575+00

DESIGN AGENCY
Kimley»Horn

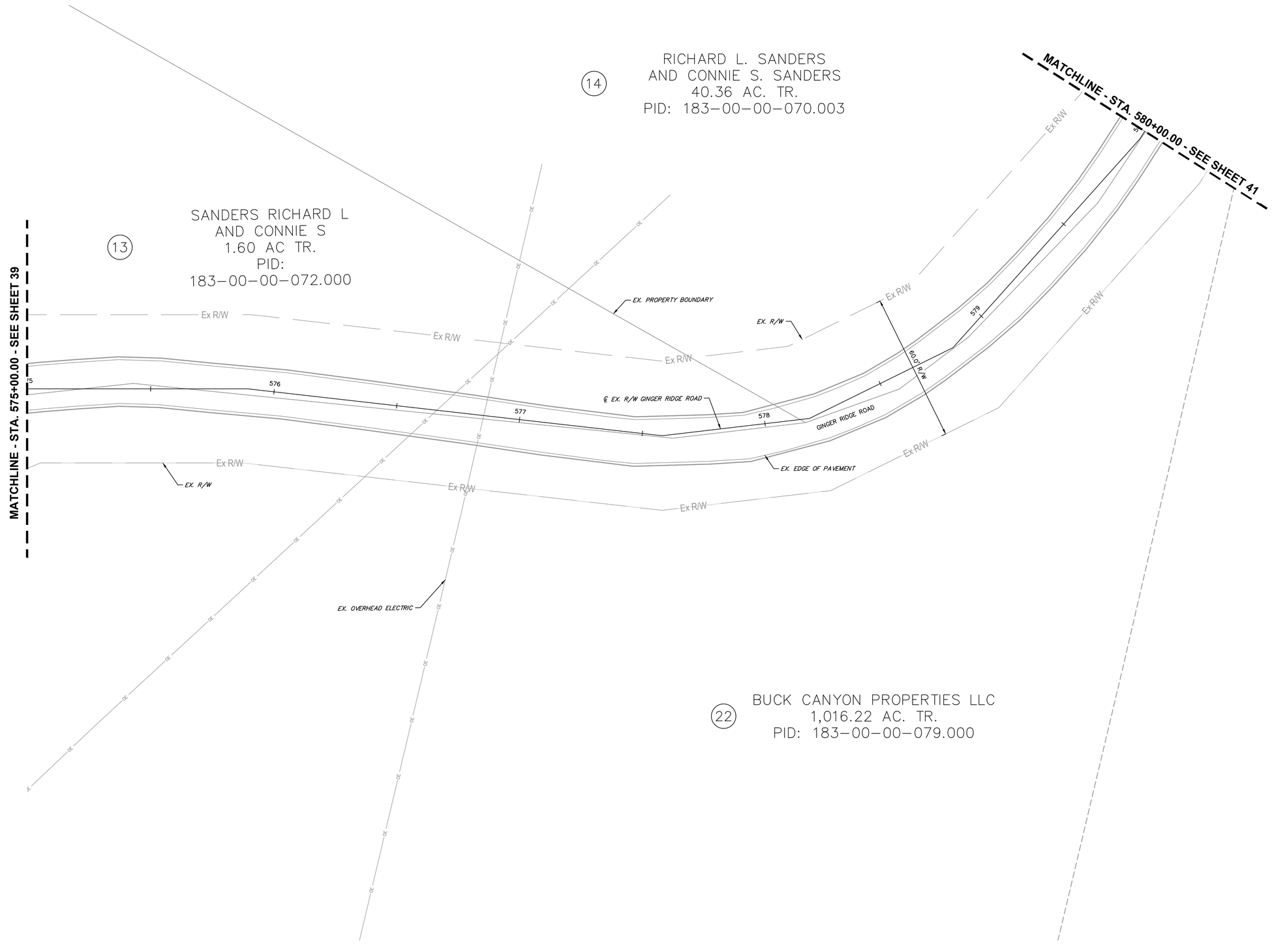
DESIGNER	LMH
REVIEWER	BWG
PROJECT ID	190297021
SHEET	39
TOTAL	43

Drawing name: K:\CLB_DFW\190297021_AWS_CMH243_AdamsCo_OH\2 Design\CAD\PlanSheets\CMH243-Roadway-1\C-PLAN-PROF-ROAD-PIC.dwg Layout1 (15) Dec 11, 2025 7:23pm by: Luke.Housewerth
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Drawing name: K:\CLB_LDEV\190297021_AWS_CMH243_AdamsCo_DM\2 Design\CAD\PlanSheets\CMH243-Roadway-1\C-PLAN-PROF-ROAD-PC.dwg Layout: (16) Dec 11, 2025 7:23pm by: Luke.Housewerth
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NORTH

GRAPHIC SCALE IN FEET
0 10 20 40



CAR WIDENING STA. 575+00 TO STA. 580+00

DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

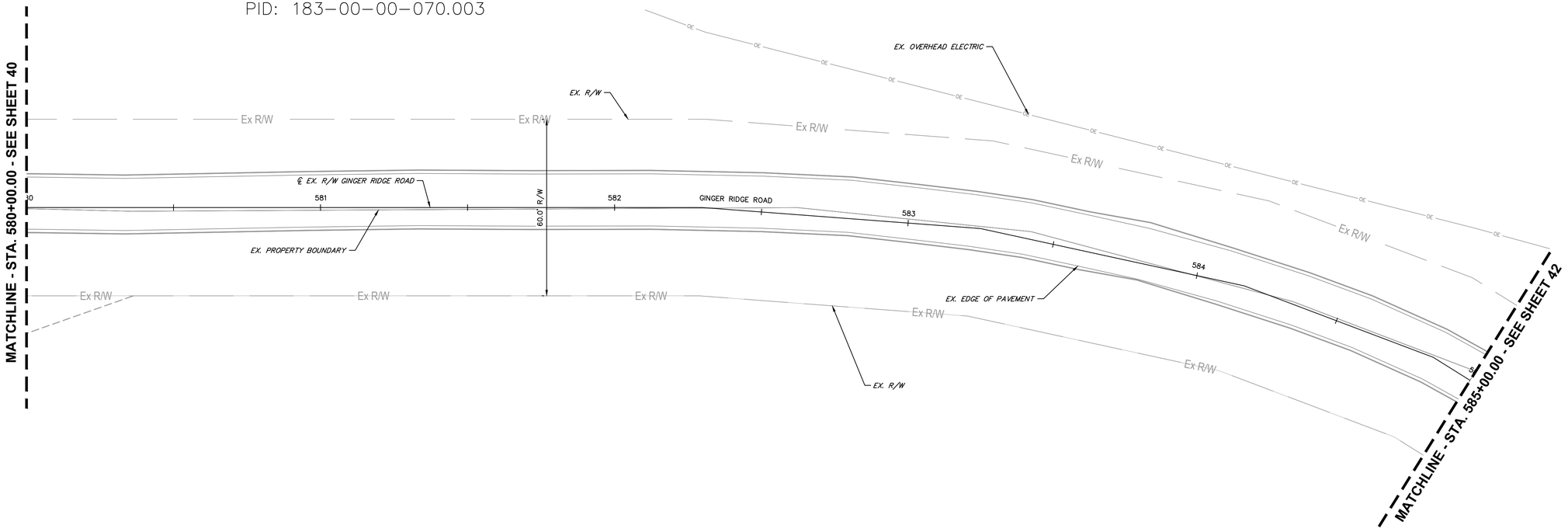
REVIEWER
BWG

PROJECT ID
190297021

SHEET 40 | TOTAL 43

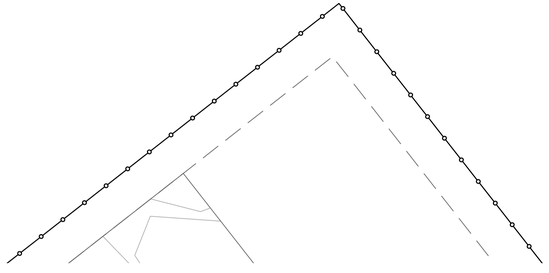
RICHARD L. SANDERS
AND CONNIE S. SANDERS
40.36 AC. TR.
PID: 183-00-00-070.003

14



BUCK CANYON PROPERTIES LLC
1,016.22 AC. TR.
PID: 183-00-00-079.000

22



GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

CAR WIDENING STA. 580+00 TO STA. 585+00

DESIGN AGENCY
Kimley»Horn

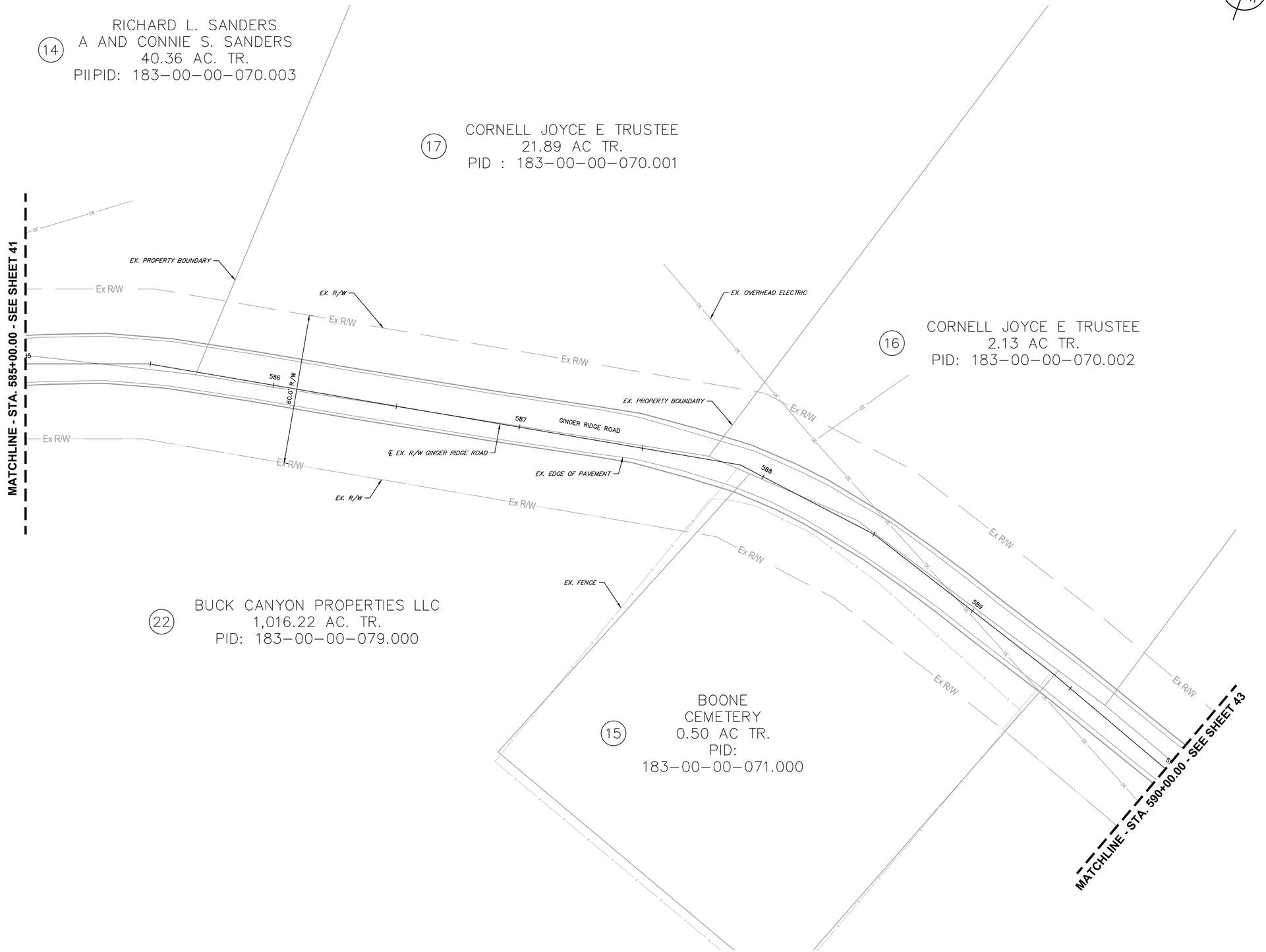
DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 41 | TOTAL 43

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CAR WIDENING STA. 585+00 TO STA. 590+00

DESIGN AGENCY
Kimley»Horn

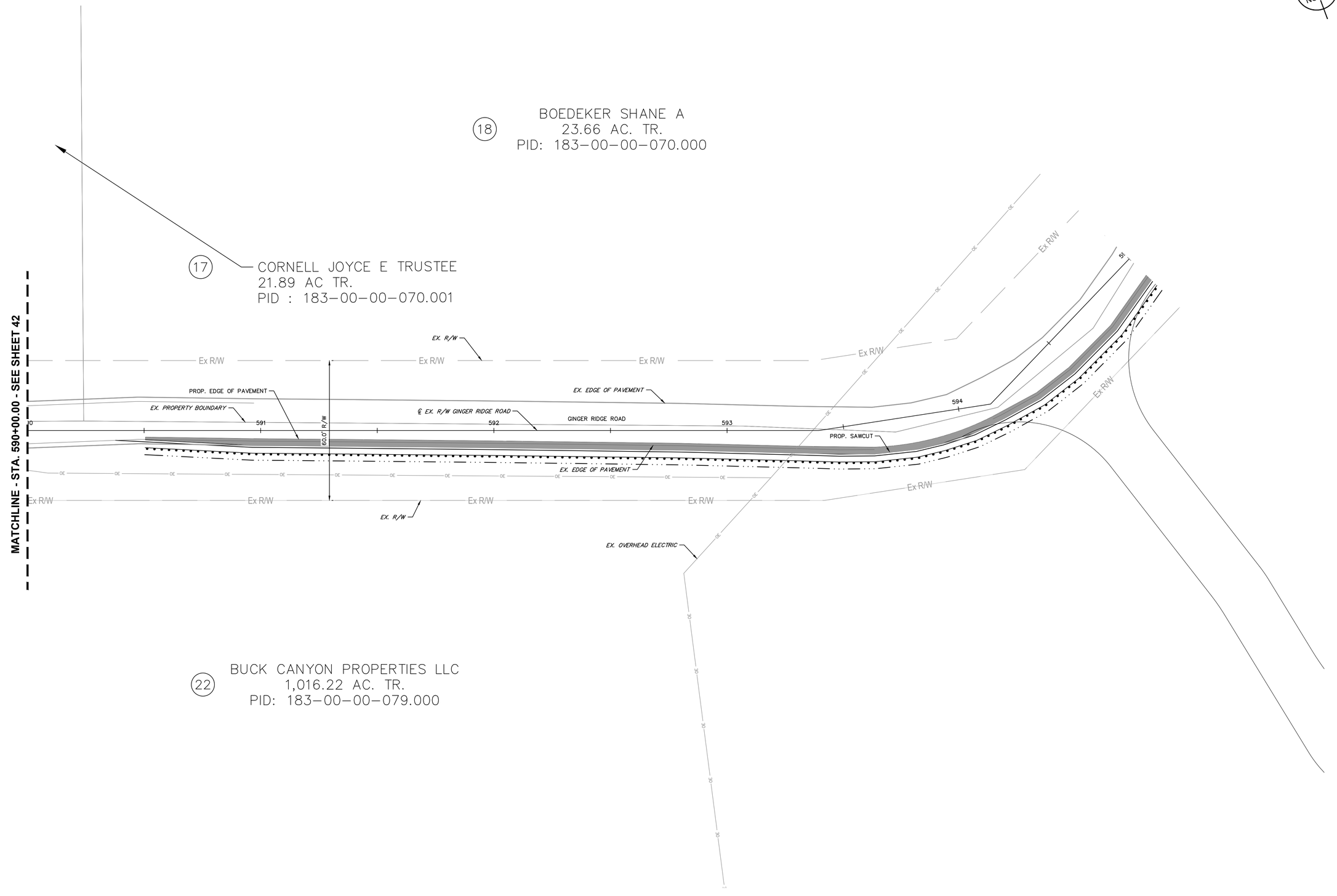
DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 42 | TOTAL 43

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CAR WIDENING STA. 590+00 TO END PROJECT

DESIGN AGENCY
Kimley»Horn

DESIGNER
LMH

REVIEWER
BWG

PROJECT ID
190297021

SHEET 43 | TOTAL 43

Drawing name: K:\DLB_LDEV\190297021_AWS_CMH243_AdamsCo_DH\2 Design\CAD\PlanSheets\CMH243-Roadway-1\C-PLAN-PROF-ROAD-PIC.dwg Layout1 (19) Dec 11, 2025 7:23pm by: Luke.Housworth
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EXHIBIT D

Form of Recovery Plan

(Illustrative Form)

This form is intended to illustrate the form and substance of a Recovery Plan under the Development Agreement. Capitalized terms not defined in this Recovery Plan have the meanings given in the Development Agreement.

Plan Information	Response
Project	[_____]
Development Agreement Date	[_____]
County	Adams County, Ohio
Developer	Amazon Data Services, Inc.
Recovery Plan Number	[____]
Date Submitted	[_____]
Prepared By	[_____]
Related County Delay Notice, if any	[Date and description]
Affected County Work	[Identify affected work, location, contractor, and subcontractor]
Affected Milestone Date(s)	[Identify each affected Milestone Date and the Outside Completion Date, if applicable]

1. Executive Summary

Provide a concise summary of the delay or anticipated delay, the affected County Work and Milestone Date(s), the anticipated schedule impact, the principal corrective measures, and the date by which the County Work is expected to return to the rate of progress required by the Approved Schedule.

2. Delay Event and Root Cause

2.1 Description of Delay

- Describe each event or condition causing or contributing to the delay or anticipated delay.
- Identify when each event or condition arose, when it was discovered, whether it is continuing, and the County Work affected.
- Identify any related County Delay Notice and supporting records.

Cause or Contributing Factor	Detailed Description	Responsible or Controlling Party	Current Status
[____]	[____]	[____]	[Ongoing/Resolved]

Cause or Contributing Factor	Detailed Description	Responsible or Controlling Party	Current Status
[____]	[____]	[____]	[Ongoing/Resolved]

2.2 Root Cause Analysis

[Explain the root cause of each delay, including contractor performance, labor, equipment, materials, procurement, permits, approvals, utility conflicts, design issues, site conditions, weather, third-party actions, or other causes, as applicable.]

3. Schedule Impact Analysis

3.1 Current Status

Item	Current Status
Percent complete for affected County Work	[____%]
Current critical-path activity or activities	[____]
Current forecast completion date	[____]
Available float, if any	[____ days]
Actual or projected delay	[____ days]

3.2 Impacted Milestones

Milestone	Approved Schedule Date	Current Forecast Date	Variance (Days)	Basis for Forecast
[____]	[____]	[____]	[____]	[____]
Outside Completion Date	[____]	[____]	[____]	[____]

3.3 Schedule Analysis

[Describe the impact on the critical path, predecessor and successor activities, interfaces with other work, and any impact on the Outside Completion Date. Attach the schedule materials required by Section 10.]

4. Recovery Objectives and Commitments

- Return the County Work to a rate of progress consistent with the Approved Schedule.
- Recover any missed Milestone Date to the extent reasonably achievable and protect each upcoming Milestone Date and the Outside Completion Date.
- Prevent additional schedule slippage and promptly address new risks affecting recovery.
- Implement the approved corrective measures by the dates stated in this Recovery Plan.

5. Corrective Measures

Identify each specific corrective measure, the party responsible for implementation, the implementation dates, and the expected schedule benefit. Measures may include increased staffing, additional crews, overtime, additional shifts, resequencing, acceleration, procurement modifications, or other commercially reasonable actions intended to mitigate delay and restore progress.

No.	Corrective Measure	Responsible Party	Start Date	Completion Date	Expected Days Recovered	Status/ Verification
1	[____]	[____]	[____]	[____]	[____]	[____]
2	[____]	[____]	[____]	[____]	[____]	[____]
3	[____]	[____]	[____]	[____]	[____]	[____]

6. Staffing, Crews, Shifts, and Equipment

6.1 Staffing and Crews

Resource Category	Current Level	Additional Level	Revised Total	Deployment Date	Duration
Project management	[____]	[____]	[____]	[____]	[____]
Field supervision	[____]	[____]	[____]	[____]	[____]
Crews and labor	[____]	[____]	[____]	[____]	[____]
Specialty trades	[____]	[____]	[____]	[____]	[____]

6.2 Work Hours and Shifts

Affected Activity	Current Work Pattern	Revised Work Pattern	Overtime/Weekend Work	Effective Date
[____]	[____]	[____]	[____]	[____]

6.3 Equipment and Other Resources

Equipment or Resource	Quantity	Deployment Date	Assigned Activity
[____]	[____]	[____]	[____]

7. Resequencing and Acceleration

7.1 Revised Sequencing

[Describe activities to be advanced, performed concurrently, deferred, divided, or otherwise resequenced; dependencies to be modified; temporary workarounds; and coordination required to avoid interference with other work.]

7.2 Acceleration Measures

Acceleration Measure	Affected Activity	Expected Days Recovered	Implementation Date	Cost Treatment
[____]	[____]	[____]	[____]	[County/Contractor cost; or Change Order required]

8. Procurement Modifications

[Identify delayed or long-lead materials, equipment, and services and the specific procurement modifications proposed, including expedited fabrication or delivery, alternate suppliers, substitutions, early releases, or other mitigation.]

Item	Supplier	Original Required/Delivery Date	Revised Date	Mitigation Action	Approval Required
[____]	[____]	[____]	[____]	[____]	[Yes/No; identify]

9. Permits, Approvals, and Third-Party Dependencies

Permit, Approval, Right, Utility, or Third-Party Action	Responsible Party	Required Date	Current Forecast	Mitigation/Expediting Action
[____]	[____]	[____]	[____]	[____]

[Describe coordination with governmental authorities, utilities, suppliers, adjoining owners, or other third parties and any contingency if the required action is not timely completed.]

10. Revised Recovery Schedule

Attach an updated, logic-linked critical path schedule that:

- shows the Approved Schedule baseline and current status date;
- identifies the critical path and near-critical activities;
- shows actual progress, remaining durations, predecessor and successor relationships, float, and constraints;
- incorporates each corrective measure and revised sequence in this Recovery Plan;
- identifies each Milestone Date and the Outside Completion Date;
- shows the forecast date for returning the County Work to progress consistent with the Approved Schedule; and
- identifies the period within which the County Work must be returned to the schedule contemplated by this Recovery Plan.

Suggested attachments: Attachment A, updated CPM schedule; Attachment B, recovery Gantt chart or look-ahead schedule; Attachment C, critical-path and variance analysis.

11. Implementation Timeline and Monitoring

Action or Recovery Milestone	Responsible Party	Start Date	Completion Date	Evidence of Completion	Reporting Frequency
[____]	[____]	[____]	[____]	[____]	[____]
[____]	[____]	[____]	[____]	[____]	[____]

[Describe how the County and County Work General Contractor will monitor implementation, measure actual progress against this Recovery Plan, report variances, and promptly implement supplemental corrective actions if recovery is not proceeding as planned.]

12. Risks and Contingencies

Recovery Risk	Likelihood/Impact	Early Warning Indicator	Mitigation	Contingency Action	Decision Date
[____]	[____]	[____]	[____]	[____]	[____]

13. Requested Developer Coordination

Requested Developer Action or Information	Reason	Requested By Date	Schedule Effect if Not Provided
[____]	[____]	[____]	[____]

No request identified in this Recovery Plan modifies Developer's obligations, increases Developer's financial obligations, or constitutes approval of a change to the Agreement, the Approved Design, or the Approved Schedule. Any such modification must be expressly approved by Developer in writing through a Change Order.

14. Cost Responsibility and Change Orders

Check the applicable statement and provide supporting detail:

- ☐ Implementation of this Recovery Plan will not increase Developer's obligations under the Agreement.
- ☐ One or more measures require Developer approval through a Change Order. Each such measure is identified below and will not be implemented at Developer's expense unless and until the Change Order is executed.

Measure	Estimated Cost	Proposed Cost Responsibility	Change Order Status
[____]	$[____]	[____]	[Not requested/Pending/ Approved]

[Except to the extent expressly approved by Developer in a written Change Order, all costs associated with implementation of this Recovery Plan will be borne by the County and/or the County Work General Contractor, subject, as applicable, to the appropriation limitation stated in the Agreement.]

15. County and Contractor Certification

The undersigned certify that: (a) this Recovery Plan is accurate and complete to the best of their knowledge; (b) the proposed measures are intended to mitigate the identified delay and restore progress; (c) the County will diligently implement the approved Recovery Plan and cause the County Work General Contractor to perform it in accordance with its terms; and (d) the County Work General Contractor has reviewed this Recovery Plan and is prepared to implement the measures assigned to it.

ADAMS COUNTY, OHIO	**[NAME OF COUNTY WORK GENERAL CONTRACTOR]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

16. Developer Review

- ☐ Approved.
- ☐ Approved subject to the attached comments or conditions.
- ☐ Not approved. Revise and resubmit to address the attached comments.

Developer's approval of this Recovery Plan does not modify or waive any Milestone Date, the Outside Completion Date, Delay Liquidated Damages, the Self-Help Remedy, or any other right or remedy under the Agreement, and does not relieve the County of its obligation to complete the County Work in accordance with the Agreement.

AMAZON DATA SERVICES, INC.

By: _____
Name: _____
Title: _____
Date: _____

17. Attachments Checklist

- ☐ Updated critical path method schedule
- ☐ Recovery Gantt chart or look-ahead schedule
- ☐ Critical-path, float, and variance analysis
- ☐ Staffing, crew, shift, and equipment deployment plan
- ☐ Procurement and delivery log
- ☐ Permit, approval, utility, and third-party action log
- ☐ Cost support and any proposed Change Order
- ☐ Other supporting documentation: _____

Exhibit E

Form of Change Order

Change Order Number: [_]

Project: [_]

Change Order Effective Date: The date of last signature below

---

This Change Order entered into by **Amazon Data Services, Inc.**, a Delaware corporation ("**Developer**"), and the **Adams County, Ohio**, a county and political subdivision organized under the laws of the State Ohio ("**County**"), is effective on the Change Order Effective Date.

Developer and County entered into a Development Agreement, dated as of [_____], 2026 (the "**Agreement**") for the Project, and the parties now agree to modify the Agreement to include the Changes described in this Change Order. References to the "Agreement" include any prior Change Orders to the Agreement signed by Developer and County. Except as otherwise provided in this Change Order, capitalized terms have the same meaning as in the Agreement.

1. **The Agreement is changed as follows (the "Changes" or "Change"):**

Change No. 1	
Description of Change:	[_]
Cost Associated with this Change:	[_] (U.S. dollars ($)), as further described in Exhibit A - Supporting Documents.

Change No. 2	
Description of Change:	[_]
Cost Associated with this Change:	[_] (U.S. dollars ($)), as further described in Exhibit A - Supporting Documents.

Change No. 3	
Description of Change:	[_]
Cost Associated with this Change:	[_] (U.S. dollars ($)), as further described in Exhibit A - Supporting Documents.

2. Exhibit to this Change Order:

Exhibit A Supporting Documents

The Supporting Documents in **Exhibit A** attached hereto, and any embedded documents, are incorporated into and made a part of this Change Order, except to the extent described in **Section 3(b)** below.

3. Change Order Terms:

The parties acknowledge that:

a. Except as modified by this Change Order, all terms and conditions of the Agreement remain unchanged and will continue in full force and effect. In the event of any conflict between the terms or conditions of the Agreement and this Change Order, the terms and conditions of this Change Order will supersede and control.

b. To the extent that a Vendor proposal, response to a request for quotation or any similar Vendor document (collectively, "**Proposal**"), is incorporated into any Change Order or Agreement (in whole or part), notwithstanding any language to the contrary in the Proposal, the Proposal shall only be used for purposes of describing the Developer Improvements and it shall not modify or amend the terms or conditions of this Change Order or the Agreement.

[Signatures on Following Page]

The parties have executed this Change Order by their respective authorized representatives as of the Change Order Date.

AMAZON DATA SERVICES, INC.,
a Delaware corporation

Signed: _____

Printed Name: _____

Title: _____

Date signed: _____

ADAMS COUNTY, OHIO,
a municipal corporation organized under the laws of the State of Ohio

Signed: _____

Printed Name: _____

Title: _____

Date signed: _____

Approved as to Form:

By: _____

Name: _____

Title: _____

Date: _____

[INSTRUCTIONAL NOTES TO PREPARER:

- Prepare and attached Exhibit A with Supporting Documents, as contemplated by Section 3 above; and
- Remove this instructional note from the actual Change Order.**]**

Exhibit F

Project Site Design Requirements

[See attached]

Exhibit F

Project Site Design, Operations, Community Relations & Decommissioning

1. Lighting Standards

1.1 Measurement Point — Receiving Property Line

- All lighting measurements and standards under this Section 1.1 shall be measured and enforced at the "Receiving Property Line" — defined as the boundary of the nearest off-site Sensitive Use Parcel adjacent to the Project Site that may be affected by the Project — rather than at the Project's own property boundary. "Sensitive Use Parcels" include residential, agricultural, or other non-commercial parcels classified as such by the Adams County Auditor at the time of commencement of construction of the Project, and parcels upon which a school, church, or hospital is operated at the time of commencement of construction of the Project. Where a Receiving Property Line abuts a public right-of-way before reaching an off-site parcel adjacent to the Project Site, the measurement point shall be the near edge of that off-site parcel's boundary, not the centerline of the right-of-way.
- All exterior lighting fixtures shall be full cutoff, fully shielded, and directed downward and inward toward the Project Site, so that no direct light source is visible from the Receiving Property Line or an adjacent public right-of-way. Alternatively, landscape shielding (e.g., purpose-planted trees, bushes, hedges and/or privacy fencing) may be used to satisfy this requirement.
- Illumination at the Receiving Property Line shall not exceed 0.5 foot-candles measured at grade, except at vehicle entry/exit points where higher levels may be permitted for safety for a limited distance.
- Pole-mounted fixtures shall not exceed 25 feet in height within 100 feet of a Sensitive Use Parcel and 35 feet elsewhere on the Project Site.
- Building-mounted and canopy lighting shall use dark-sky compliant ("night-sky friendly") fixtures; color temperature shall not exceed 4000K.
- Non-essential site lighting (e.g., parking lot lighting beyond required minimums, if any) shall be reduced or motion-activated between 11:00 p.m. and 5:00 a.m.
- Security lighting at the Project Site perimeter fence line may remain on but shall be shielded and directed inward; uplighting of the Project or fence line is prohibited.
- Developer shall conduct a post-installation lighting compliance verification within 90 days of energization.

1.2 Construction-Phase Exception

- The lighting standards in this Section 1 apply to the Project once operational (i.e., upon issuance of a certificate of occupancy or commencement of commercial operation) and do not apply to temporary construction lighting used during the construction phase.
- Temporary construction lighting shall nonetheless be shielded and directed away from the Receiving Property Line to the extent practicable given job-site safety requirements and shall be limited to the minimum level and duration necessary for safe construction activity.
- Temporary construction lighting operating outside of standard construction hours (see Section 4.4) for a sustained period (e.g., a multi-day or multi-week task requiring overnight lighting) shall require 3 days' advance notice to the Community Liaison and County. The 3 days' notice requirement applies to temporary lighting supporting extended-hours or additional-shift construction (including schedule-recovery shift work), which may proceed upon such notice.

2. Buffering and Screening

- A landscape buffer no less than 20 feet in width shall be maintained along all property lines abutting Sensitive Use Parcels; provided, the landscape buffer will not be required in locations where the topography obviates the need for screening.
- Following the construction phase, dead, dying, or diseased plantings within the buffer shall be replaced by Developer within one growing season of notice.
- Buffer areas shall be shown on a landscape plan approved by the County.

3. Perimeter Fencing and Security

- The Project Site shall be enclosed by security fencing not less than 8 feet in height, set back a minimum of 20 feet from any property line abutting a public street or residential use.
- Barbed wire, razor wire, or similar deterrents, if used, shall be angled inward and shall not be visible from adjacent residential parcels or public streets to the extent feasible; alternatives such as anti-climb mesh should be considered for street-facing segments.
- Developer shall install and maintain a Knox Box or equivalent rapid-entry system at all secured gates for use by fire, police, and emergency medical responders, coordinated with the local fire department.
- Security cameras and access-control gates shall be provided at all vehicular entry points; camera fields of view shall be limited to the Project Site to the extent practicable.

4. Noise Levels

4.1 Measurement Point — Receiving Property Line

- Consistent with Section 1.1, all noise measurements and standards under this Section shall be measured and enforced at the Receiving Property Line — the boundary of the nearest Sensitive Use Parcel that may be affected by the Project — rather than at the Project Site property boundary. If receiving property locations can't be accessed safely/securely, property boundary measurements shall be taken, and proper attenuation factors shall be applied to represent the nearest receiving properties.
- Noise measurements shall be conducted in accordance with ANSI S1.13 or an equivalent recognized standard, using A-weighted sound level readings taken at ground level at the Receiving Property Line, excluding construction, emergency-related noise addressed separately in Section 4.4, or testing or maintenance activities required by federal, state, or local law regulation, or permit condition, including where such activities must occur during nighttime hours to comply with air quality permit restrictions.

4.2 Operational Noise Limits

- Continuous operational noise (HVAC, cooling towers, chillers, transformers, and similar equipment) measured at the Receiving Property Line shall not exceed the applicable daytime (7:00 a.m.–7:00 p.m.) and nighttime (7:00 p.m.–7:00 a.m.) equivalent sound level (Leq) limits set forth in Table 4.5A, which vary by the use of the Receiving Property.
- Mechanical equipment shall incorporate noise-attenuation measures (acoustic enclosures, sound walls, vibration isolation, equipment orientation away from the Receiving Property Line) sufficient to meet the above limits, verified by a pre-occupancy acoustic study.

- The Owner shall submit a third party sound compliance study annually for five years following issuance of the first final certificate of occupancy for a data center building within 180 days, and thereafter only following a material equipment change reasonably expected to increase sound or a substantiated complaint supported by measurements indicating a potential exceedance. Each study shall be prepared by one qualified acoustical consultant.
- A complaint-driven noise investigation protocol shall be established, with Developer required to investigate and respond to substantiated complaints within 15 business days and to implement corrective measures within a reasonable timeframe if a violation is confirmed.

4.3 Acoustic Modeling and Abatement Design

- Developer shall ensure that all engineering and Project Site design efforts utilize CadnaA (or an equivalent, mutually agreed sound propagation modeling software) to model anticipated noise levels at the Receiving Property Line prior to construction.
- During the building permit application phase, the resulting acoustic model shall be used to develop and specify abatement strategies — including equipment selection, siting and orientation, acoustic enclosures, and sound barriers/walls — sufficient to demonstrate compliance with the noise limits in Section 4.5 before equipment is finalized and ordered.
- Developer shall provide the County with a copy of the CadnaA (or equivalent) model results and the resulting abatement design summary for review prior to issuance of a building permit, and shall update the model if equipment specifications change materially during design.
- The CadnaA (or equivalent) modeling required above shall include the dBC and tonal noise analysis described in Section 4.6 for all major noise-generating equipment (transformers, chillers, cooling towers, pumps, and generator exhaust systems), not solely broadband A-weighted levels.

4.4 Construction-Phase Exception

- The operational noise limits in Section 4.2 and the table below apply to the Project once operational and do not apply to construction activity, which is instead governed by the separate construction-hours limits in the table below.
- Construction noise-generating activity is permitted during the standard construction hours identified in the table (generally [6:00a.m.-8:00p.m.], every day of the week.
- Activity requiring extended hours or additional-shift construction (including second- or third-shift work undertaken to maintain or recover the construction schedule) is permitted subject to three (3) days' advance notice to the Community Liaison and County, stating the reason and its expected duration. Such extended-hours or additional-shift work shall observe the construction noise limit set forth in the table below. Activity that cannot reasonably be interrupted, or that otherwise requires exceeding the construction noise limit below (e.g., a continuous concrete pour or pile driving), requires three (3) days' advance notice to the Community Liaison and County, including the reason for the extended activity and its expected duration.

4.5 Noise Limits by Receiving Property Type and Activity

4.5A — Operational Noise Limits by Receiving Property Type

Operational equivalent sound level (Leq) limits under Section 4.2 vary depending on the use of the Receiving Property, as summarized below.

Receiving Property Type	Daytime (Leq)	Nighttime (Leq)
Residential, schools, hospitals, churches	**[55] dBA**	**[50] dBA**

Receiving Property Type	Daytime (Leq)	Nighttime (Leq)
Commercial	**[65] dBA**	**[60] dBA**
Industrial	**[75] dBA**	**[70] dBA**

4.5B — Noise Limits by Activity

The following table addresses noise limits for specific activities (generator testing, construction) that are governed separately from the steady-state operational limits in Table 4.5A above.

Time Period / Activity	Applicable Hours	Days	Notes
Routine Generator Testing	9:00 a.m. – 5:00 p.m.	Mon–Fri only	*[55] dBA and [70] dBC at a Residential Receiving Property Line (temporary; see Sec. 7); higher per Table 4.5A for other receiving property types.* *Flexibility is required based on air quality permits – see Sec 7 for additional details.*
Construction – Standard Hours	6:00am-8:00pm	Every day	*The General Contractor shall consider appropriate best management practices to reduce construction noise impacts to surrounding properties.*

4.6 Low-Frequency and Tonal Noise Standards

The parties acknowledge that data center equipment — including transformers, chillers, cooling towers, pumps, and backup generator exhaust systems — commonly produces low-frequency hum and discrete tonal noise components that may not be fully captured by broadband A-weighted (dBA) measurements alone, and that such noise can be perceptible or disruptive to nearby residents even when overall A-weighted levels comply with Table 4.5A. The following supplemental standards apply in addition to, and not in place of, the A-weighted Leq limits set forth elsewhere in this Section 4.

- Tonal Adjustment: Where a measured or predicted noise emission from the Project contains a discrete audible tone, as determined in accordance with ANSI/ASA S12.9 Part 4 (or ISO 1996-2:2007 Annex J, or an equivalent recognized tonal-assessment methodology), a tonal adjustment (penalty) of 3 dB shall be added to the measured or predicted level for purposes of determining compliance with the operational dBA limits in Table 4.5A.
- Low-Frequency Noise Standard: In addition to the A-weighted limits in Table 4.5A, C-weighted (dBC) sound levels at the Residential Receiving Property Line shall not exceed 70 dBC during daytime hours and 65 dBC during nighttime hours.

- Generator Exhaust Silencing: Backup generator exhaust systems shall be equipped with silencers sized to attenuate both broadband and low-frequency exhaust noise (e.g., critical-grade or hospital-grade silencers, or equivalent), with manufacturer performance specifications () provided to the County prior to installation.
- Complaint Handling: Complaints under Section 10 that describe persistent “hum,” “drone,” “vibration,” or similar qualitative characteristics shall be investigated using instrumentation and methodology capable of measuring low-frequency (dBC) and tonal content, not solely broadband dBA, consistent with this Section 4.6.

4.7 Persistent Noise Remediation

- If complaints and monitoring data under Section 10 (Complaint Procedure) substantiate a persistent or recurring exceedance of the noise limits in this Section 4 — as opposed to an isolated or one-time event — Developer shall promptly notify the County and shall work in good faith and in cooperation with the County to investigate the root cause and develop a remediation plan.
- The remediation plan shall identify specific corrective measures (e.g., additional acoustic enclosures, equipment replacement or retrofit, operational changes, updated CadnaA modeling to re-evaluate abatement design) and a timeline for implementation, to be submitted to the County within 90 days of a confirmed persistent exceedance.
- Developer shall implement the agreed remediation measures within the timeline set forth in the approved plan and shall report back to the County and affected residents upon completion, including post-remediation monitoring data confirming compliance.

5. Construction Air Quality and Dust Control

- Prior to issuance of a building permit, Developer shall submit a Fugitive Dust Control Plan to the County identifying specific dust suppression measures for all phases of construction (grading, excavation, hauling, and building).
- Dust suppression measures shall include, at a minimum: regular water application or approved chemical dust suppressants on exposed soil and unpaved haul roads; Developer shall install and maintain track-out prevention measures at all construction site exits onto public roads , and shall promptly sweep or otherwise remove any soil, mud, or debris tracked onto public roads.
- Construction activity shall comply with all applicable state and local fugitive dust and air quality regulations
- Visible dust migration beyond the Receiving Property Line or onto adjacent public rights-of-way in excess of applicable state/local opacity standards will be remedied in accordance with the Complaint Procedure in Section 10.

6. Traffic and Construction Management Plan[1]

- Developer has prepared and the Ohio Department of Transportation has approved a Traffic Impact Study (“TIS”) for the Project, addressing post-occupancy operational traffic impacts, trip generation, and recommended mitigation measures. A digital copy of the TIS has, or will be, provided to the County upon request.
- Developer shall implement the mitigation measures identified in the approved operational TIS (turn lanes on US 52 at proposed access points).
- Prior to the Effective Date of the Agreement, Developer has submitted a Construction Phase Traffic Memorandum, dated October 8, 2026 and prepared by Kimley Horn, a copy of which is attached as Appendix A to this Exhibit F.
- Prior to commencing building construction, Developer shall submit a Construction Traffic Management Plan (“CTMP”) to the County for review and approval, addressing at minimum: designated haul routes for construction traffic, avoiding residential streets and school zones to the extent practicable; permitted hours for heavy truck traffic, coordinated with the construction hours in Section 4.4; traffic control personnel or flaggers at Project Site access points during peak hauling periods; a pre-construction and post-construction road condition survey for haul routes, with

[1] Note to draft: this section is still being reviewed by the subject matter expert at AWS.

Developer responsible for repair of any damage attributable to construction traffic; temporary signage, detour, and pedestrian/bicycle safety measures as needed; and a construction workforce parking and staging plan sufficient to avoid overflow parking on adjacent residential streets.

- Developer shall coordinate the CTMP and haul route schedule with the local road authority, school district (for bus route conflicts), and emergency services prior to implementation, and shall provide advance notice to the Project Manager of any significant changes to haul routes or traffic control measures.
- Construction traffic management is coordinated with, and does not replace, the dust control requirements in Section 5 or the noise/construction-hours requirements in Section 4.4.

7. Backup Generators and Testing Requirements

- Routine (non-emergency) generator testing shall be limited to weekdays between 9:00 a.m. and 5:00 p.m., for no more than 2 hours per test, and no more than twice monthly per generator bank, absent an actual power outage unless testing or maintenance activities required by federal, state, or local law, regulation, or permit condition, including where such activities must occur during nighttime hours to comply with air quality permit restrictions. Nighttime testing conducted pursuant to air quality permit requirements shall incorporate reasonable noise control measures to limit community impact. All emergency/backup generators shall be equipped with sound-attenuating enclosures. and shall meet the noise limits set forth in Section 4 above.
- Generators and associated fuel storage shall comply with all applicable air quality permits (e.g., state environmental agency permit-to-operate), NFPA 110/37 standards, and local fire code requirements; copies of all permits shall be made available to the County upon request
- Noise resulting from operation of emergency equipment such as electrical generators, water pumps, or similar devices during times of utility service outages or other emergency needs shall be exempt from the standards identified in Section 4. Emergency operation of generators during an actual utility outage is exempt from the routine testing schedule and notice requirement, but shall be logged and made available to the County upon request.
- Fuel storage (diesel or other) shall comply with applicable EPA/state spill prevention (SPCC) requirements, secondary containment standards, and local fire code; a spill response plan shall be made available to the local fire department upon request.
- Developer shall maintain generator maintenance, testing, and emissions logs and make them available to the County upon reasonable request.

8. Emergency Contact Information

- Developer shall designate a 24-hour, 7-day-a-week emergency contact (name, phone number, and email) responsible for Project and Project Site-related emergencies, and shall reasonably endeavor to update this contact information with the County and local fire/police departments within 5 business days of any change.
- Developer shall provide the local fire department with a pre-incident plan, including Project Site layout, fire suppression systems, hazardous materials inventory (including generator fuel volumes and battery/UPS chemistry), electrical shutoff locations, and points of contact, and shall update it annually or upon material Project Site changes. For the construction phase, Developer to provide site specific safety plan to fire department.

- An on-site emergency coordinator (or on-call equivalent) shall be identified who can grant emergency responders immediate access to the Project Site, including via the Knox Box described in Section 3.

9. Complaint Procedure

Developer has established a Developer-operated email address, AdamsCounty@amazon.com, for use to maintain a formal process for receiving, tracking, investigating, and responding to resident complaints regarding the Project's construction or operation. Complaints will be received, acknowledged, and resolved in a consistent and transparent manner. Developer shall make information about how to submit a complaint publicly available, and shall respond to complainants and take appropriate corrective action as warranted by the nature of each complaint. Records of complaints shall be maintained and made available to the County upon reasonable request.

10. Decommissioning and Vacant Structure Maintenance

10.1 Decommissioning

If, during the term of the Agreement, (i) the Project Site becomes vacant and (ii) all data center operations cease at the Project Site, Developer will remove all servers and other information technology equipment, remove all backup generators and associated fuel storage equipment, and bring the Project Site into compliance with Section 1207.2.3 of the International Fire Code (see Section 10.4 below for ease of reference), as adopted and in effect as of the Effective Date by the State of Ohio, within thirty-six (36) months of the date on which both conditions are met. Nothing in this Section limits the County's authority under its existing zoning, building, property maintenance, or fire prevention codes, all of which continue to apply. Developer will have no obligation under the Agreement (or this Exhibit F) to demolish any structures or to restore the Project Site beyond the server, generator, and fuel storage equipment removal and IFC Section 1207.2.3 compliance described above.

10.2 Maintenance of Vacant Structure

In the event that any structure located on the Project Site becomes vacant and is not in active use, Developer will maintain the vacant structure and surrounding grounds in a secure and orderly condition so as to prevent blight, unauthorized entry, and safety hazards, which may include measures such as grounds maintenance, perimeter fencing and signage, securing the structure, periodic third-party inspection, monitoring, and oversight of the property, and onsite security as the Developer reasonably determines appropriate and in accordance with applicable permitting, safety, and regulatory requirements in effect as of the Effective Date.

10.3 Term

Developer’s obligations under this Section shall terminate upon the expiration or termination of this Agreement

10.4 Referenced Fire Code

1207.2.3 Decommissioning.

The code official shall be notified prior to the decommissioning of an electrical energy storage system ("ESS"). Decommissioning shall be performed in accordance with the decommissioning plan that includes the following:

1. A narrative description of the activities to be accomplished for removing the ESS from service, and from the facility in which it is located.

2. A listing of any contingencies for removing an intact operational ESS from service, and for removing an ESS from service that has been damaged by a fire or other event.

11. Conflicting Regulatory Requirements

The requirements set forth in this Exhibit are intended to apply in addition to, and not in lieu of, the requirements of any federal, state, municipal, utility, environmental, or other governmental or regulatory authority having jurisdiction over the Project Site. If compliance with any requirement set forth in this Exhibit would conflict with, or otherwise be inconsistent with, a requirement imposed by another governmental or regulatory authority having jurisdiction, then the requirements set forth in this Exhibit shall be reasonably modified to the extent reasonably required to permit compliance with the conflicting requirement while preserving, insofar as reasonably practicable, the intent and purpose of the applicable requirement in this Exhibit. The Parties shall cooperate in good faith to identify and implement any such modification and, whenever reasonably practicable, Developer will endeavor to satisfy both the requirements in this Exhibit and the requirements of the other governmental or regulatory authority.

APPENDIX A

Construction Traffic Management Plan

[See attached]

MEMORANDUM

To: Paul Worley, Adams County

From: Jacob Campbell, PE, Kimley-Horn
Thomas Shirley, PE, Kimley-Horn

Date: October 8, 2026

Subject: Adams County Development – Construction Phase Traffic Memo

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Per a request from Adams County staff, this memorandum was developed regarding construction traffic associated with the proposed data center site along US 52 just east of Ginger Ridge Road. Kimley-Horn, on behalf of AWS, has extensively reviewed the traffic impacts of the proposed site, due to both the addition of site traffic during full operation as well as construction phase traffic.

As documented in the Project Galaxy Traffic Impact Study, approved by the Ohio Department of Transportation (ODOT) on July 24, 2026 (attached), the following improvements will be installed due to the addition of site traffic:

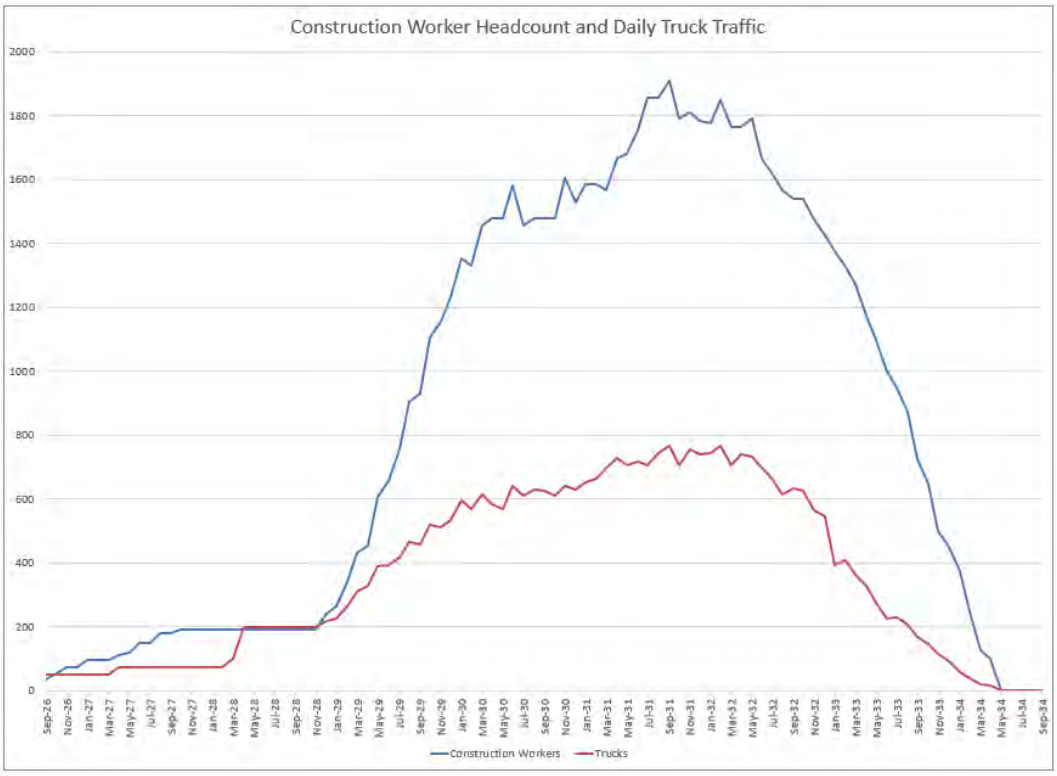
- US-52 and Main Access
  - Construction of a 600-foot eastbound left-turn lane which includes a 50-foot diverging taper
  - Construction of a 450-foot westbound right-turn lane which includes a 50-foot diverging taper
- US-52 and Secondary Access
  - Construction of a 450-foot eastbound left-turn lane which includes a 50-foot diverging taper
  - Construction of a 450-foot westbound right-turn lane which includes a 50-foot diverging taper

It is noted that a construction traffic evaluation was performed in addition to the traffic impact study required by ODOT. Note that all construction traffic information is high-level and subject to change. The improvements listed above are intended to be installed prior to the start of building construction and were recommended to handle the construction traffic associated with the site, rather than just the full operational site traffic.

Construction Phase Timeline, Volumes and Distribution

Based on information provided by AWS, the total construction duration is anticipated to span from Quarter 1 of 2026 through Quarter 4 of 2034, encompassing approximately nine years of phased development. This timeline includes both mass grading (site preparation and earthwork) and vertical building construction across the full project scope. The extended duration reflects the scale and complexity of the multi-campus data center build-out, with activities progressing sequentially through site development, infrastructure installation, and facility construction phases. The projected

construction traffic curve (subject to change) is shown below, separating out heavy vehicles and passenger cars.



The construction worker curve depicted above illustrates the projected total on-site headcount, while the truck curve represents the estimated daily truck counts throughout the full construction duration. The majority of construction workers are expected to arrive at the site during the morning peak period between 5:00 AM and 7:00 AM and depart in the evening between 4:00 PM and 6:00 PM. Construction truck traffic is anticipated to be relatively evenly distributed throughout the workday, spanning from 7:00 AM to 5:00 PM. Based on empirical data collected at comparable sites currently under construction, it was assumed that approximately 10% of the total daily truck volume would be concentrated during the AM and PM peak traffic periods, reflecting typical delivery scheduling patterns observed across similar large-scale construction projects.

Based on conversations with AWS General Contractor, the site traffic origin/destination assumptions presented in the **Attachments** were made. It was assumed that 80% of construction traffic (both passenger cars and trucks) would travel to/from the west along US 52 and 20% of traffic would travel to/from the east along US 52. It is noted that no site construction traffic is anticipated to use Ginger Ridge Road (or any other County maintained road) within the study area or the immediate vicinity of the site to reach the site.

Construction Phase Traffic Mitigations

In addition to the physical improvements identified above, Transportation Demand Management (TDM) strategies are recommended to improve overall traffic operations during construction. The recommended TDM volume mitigation strategies and timeline for implementation are provided below:

- Construction Workers should enter the site over a 2-hour period during peak construction traffic. Worker arrival should be evenly distributed across the 2-hour period.
- Construction Workers should exit the site over a 2-Hour Period during peak construction traffic. Worker departure should be evenly distributed across the 2-hour period.
- The routing options map (provided in the **Attachments**) should be used for the duration of construction. Traffic traveling to/from the west on US-52 must enter and exit the site via the Main Access. Construction traffic traveling to/from the east on US-52 should enter and exit the site via the Secondary Access.

With the improvements and TDM strategies listed above, no other study area intersections are expected to be significantly impacted by the addition of construction traffic associated with the proposed site.

SUMMARY OF FINDINGS

The following general findings of the impact of construction traffic for the proposed site:

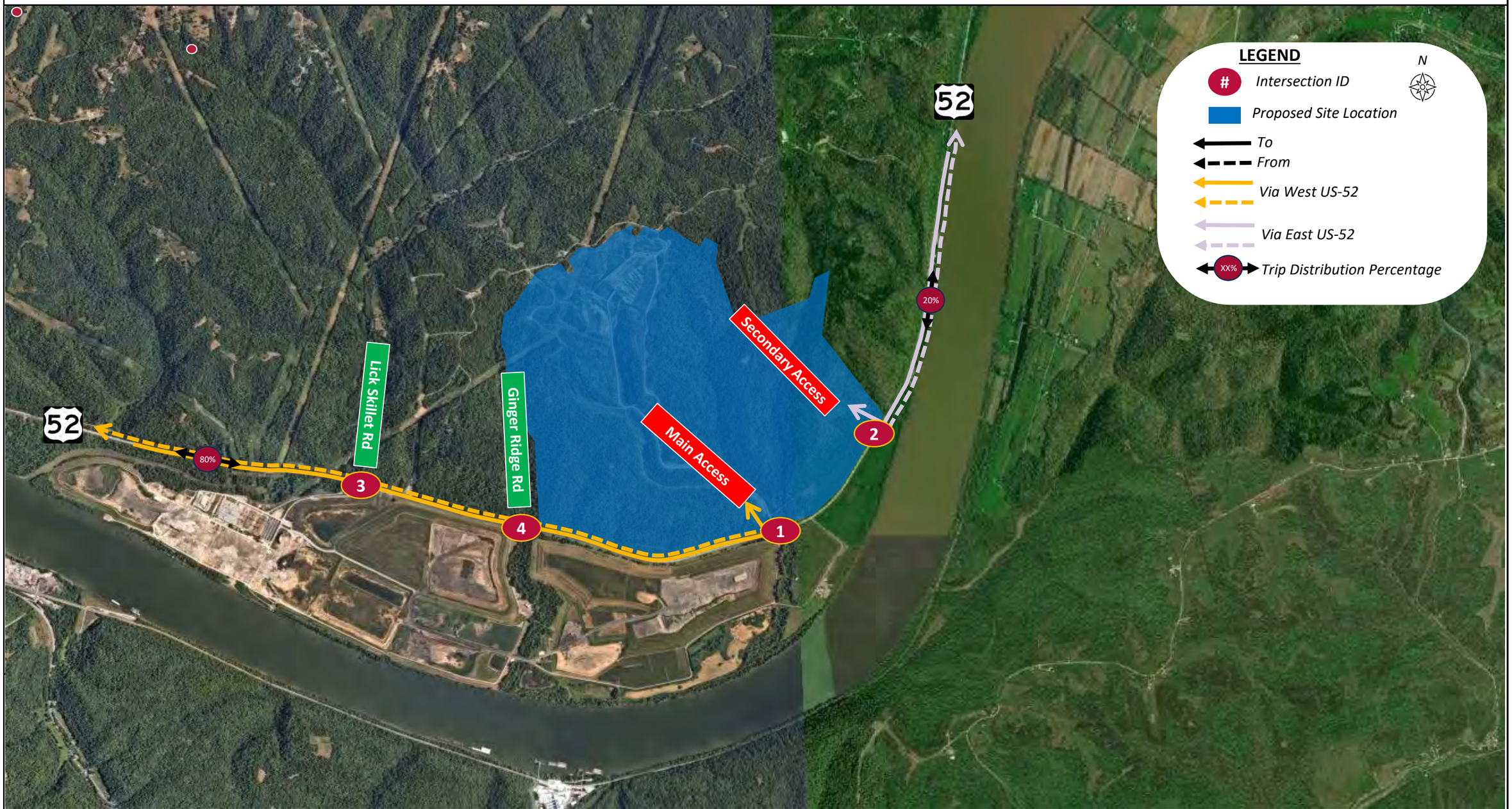
- The development team has extensively reviewed the traffic impacts of the proposed site, due to both the addition of site traffic as well as construction traffic.
- The improvements shown in the TIS are intended to be installed prior to the start of building construction and were recommended to handle the construction traffic associated with the site, rather than just the fully operational site traffic.
- Additional TDM measures, including requiring construction employee arrival and departure over multiple hours will also be implemented.
- With these improvements and TDM measures in place, the site is not expected to have a significant impact on the adjacent roadway network.
- The site will NOT have construction accesses on Ginger Ridge Road or any County-maintained roadways. Construction trucks are NOT expected to utilize County roads within the study area and construction employee impact on County-maintained roadways is expected to be minimal.

If you have any questions or additional comments, please contact me at (614)-472-8932 or Jacob.Campbell@kimley-horn.com.



Jacob Campbell, PE – Kimley-Horn

Routing Options Map



Project Galaxy

Kimley»Horn

Exhibit G

Monthly Report

The County will prepare a written report each month on its progress towards the completion of construction of the County Improvements, as more particularly described in Section 2.3.2 of the Agreement. The report must be uploaded as a single Adobe Acrobat file to a WorkDocs link (or similar online portal) as directed by the Developer by no later than the 5th business day after each month, or as otherwise directed by the Developer in writing. Each Monthly Report must include the following items:

1. Cover page.

2. Brief project description,

3. Site plan showing progress on Roadwork Permits or, as applicable progress on construction of the County Improvements.

4. Description of any proposed changes to the County Work.

5. Schedule showing critical path schedule of major items and activities.

6. Summary of activities during the previous month.

7. Forecast of activities scheduled for the current month.

8. Written description about the progress relative to the Approved Schedule.

9. List of issues that could potentially impact any Milestone Date.

10. Enumeration and schedule of any support or actions requested of the Developer.

11. Progress and schedule of known agreements, contracts, permits, approvals, land rights acquisitions, technical studies, financing agreements and major equipment purchase orders showing the start dates, completion dates, and completion percentages.

12. A status report of start-up activities including a forecast of activities ongoing and after startup.

13. Pictures, in sufficient quantity and of appropriate detail, to document the progress and manner of construction.

Exhibit H

Wastewater Treatment Plant Rider

At Developer's sole cost and expense, Developer shall cause all plans, specifications, engineering documents, studies, reports, and other materials necessary for the design, permitting, and construction of a water and wastewater treatment facility serving the Project (the "**Water Treatment Facility**") to be prepared by appropriately qualified professionals and submitted to the County for its review and approval.

The County shall diligently review such plans and specifications and shall cooperate in good faith with Developer, as more particularly described in Article 5 of this Agreement, in connection with the review, approval, and permitting of the Water Treatment Facility. Following the County's approval of the plans and specifications, not to be unreasonably withheld, conditioned, or delayed, the County shall submit, execute, or otherwise participate as the governmental applicant or owner, in applications for any Permit-to-Install ("**PTI**"), National Pollutant Discharge Elimination System ("**NPDES**") permit, and any other permits, approvals, certifications, or authorizations required by the Ohio Environmental Protection Agency ("**OEPA**") or any other applicable governmental agency for the construction and operation of the Water Treatment Facility.

Developer shall be solely responsible for all costs and expenses associated with the preparation, submission, review, and processing of the PTI, NPDES permit, and all other required permit applications, including engineering, consulting, reasonable legal, application, review, inspection, and other related fees or expenses. The County shall have no financial obligation associated with obtaining such permits. Nothing in this Agreement shall be construed as a representation, warranty, or guarantee by the County that OEPA or any other governmental agency will approve or issue the PTI, NPDES permit, or any other permit or authorization for the Water Treatment Facility.

Developer shall, at its sole cost and expense, construct and equip the Water Treatment Facility in accordance with all approved plans, specifications, permits, and applicable laws and regulations. Developer shall also be responsible for all costs associated with the initial training and certification, to the extent required, of County personnel necessary for the proper operation and maintenance of the Water Treatment Facility.

Prior to the County assuming ownership or operational responsibility for the wastewater components of the Water Treatment Facility, the County and Developer shall negotiate in good faith and enter into a wastewater service agreement establishing the terms and conditions under which the County will own, operate, maintain, repair, and administer the wastewater components of the Water Treatment Facility. Such wastewater service agreement shall provide for rates, charges, payments, reimbursements, or other funding mechanisms sufficient to fully compensate the County for all costs and expenses associated with ownership and operation of the wastewater components of the Water Treatment Facility, including employee salaries and benefits, operator certification and training, utilities, chemicals and supplies, testing and monitoring, regulatory compliance, insurance, equipment, maintenance, repairs, replacement costs, administrative expenses, and other costs reasonably incurred by the County in connection with the operation of the wastewater components of the Water Treatment Facility. The parties acknowledge that the County shall not be required to subsidize the ownership, operation, maintenance, or replacement of the wastewater components of the Water Treatment Facility from its general funds.

If, prior to the County's assumption of ownership or operational responsibility, another governmental entity, public utility, or other entity acceptable to Developer and all applicable regulatory agencies assumes ownership and operational responsibility for the wastewater components of the Water Treatment Facility,

the County shall have no further obligation under this Section with respect to the ownership, operation, maintenance, or administration of the Wastewater Treatment Facility, and the provisions of this Section relating to such County ownership and operation shall terminate. Such termination shall not relieve Developer of any costs, reimbursement obligations, or other liabilities incurred or accrued prior to the effective date of such transfer.

EXHIBIT I

FORM OF PETITION AND CONSENT TO ADD PROPERTY TO JEDD

The undersigned, Amazon Data Services, Inc., a Delaware corporation ("**Petitioner**"), is the record owner of the real property situated in Sprigg Township, Adams County, Ohio, more particularly described on **Exhibit A** attached hereto and depicted on **Exhibit B** attached hereto (the "**Property**").

Pursuant to Section 715.72 of the Ohio Revised Code and the Joint Economic Development District Contract establishing the **[full legal name of JEDD]** dated _____, as amended from time to time (the "JEDD Contract"), Petitioner hereby:

1. petitions and requests that the contracting parties to the JEDD Contract amend the JEDD Contract to add the Property to the territory comprising the **[full legal name]** (the "**JEDD**");

2. consents to the addition of the Property to the JEDD and to the amendment of the JEDD Contract for such purpose;

3. acknowledges and consents to the imposition upon the Property, businesses operating within the Property, and persons employed within the Property of the income tax authorized by the JEDD Contract and applicable law, subject to the terms of the JEDD Contract and applicable law; and

4. requests that Sprigg Township and the other contracting parties take the actions required under R.C. 715.72 to approve the addition of the Property to the JEDD.

[Remainder of Page Intentionally Left Blank]

[INSTRUCTIONAL NOTE TO PREPARER:

- *Prepare and attach additional page with Petitioner's signature block and an appropriate notary acknowledgment, if applicable;*
- *Prepare and attach Exhibit A with the Legal Description and Exhibit B with the Map/Depiction of the Property; and*
- *Remove this instructional note from the actual Petition and Consent submitted to Sprigg Township.**]***