

**STAFFORD COUNTY, VIRGINIA**

**VOLUNTARY PROFFER STATEMENT**

Applicant: TC Blaisdell Owner, LLC, a Delaware limited liability company  
(the “Applicant”)

Owner: Please See **Exhibit A** (collectively, the “Owner”)

Applicant’s  
Representative: Charles W. Payne, Jr.  
Hirschler  
725 Jackson Street, Suite 200  
Fredericksburg, Virginia 22401  
540-604-2108 | [cpayne@hirschlerlaw.com](mailto:cpayne@hirschlerlaw.com)

Project Name: “Blaisdell Property Data Center”

Property: Stafford County Tax Map Parcels 53-1J, 53-1K, 53-1M, 53-1N, 53-1P, 53-1R, 53-1S, 53-1T, 53-1U, 53-1V, and 53-1W, consisting of approximately 181.336 acres (“Property”), as shown on the generalized development plan titled “GENERALIZED DEVELOPMENT PLAN BLAISDELL PROPERTY”, prepared by Bowman, dated November 2024, as last revised December 5, 2024 and attached hereto as **Exhibit B** (“GDP”)

Date: December 17, 2024

Current Zoning: Urban Commercial, B-2 & Agricultural, A-1

Rezoning Request: Heavy Industrial, M-2

File No.: RC \_\_\_\_\_

---

**1. General Requirements.**

- a. The Applicant (to include future owners, successors and assigns) hereby agree that the development of the Property will be developed in general conformance with the GDP, and those certain proffered conditions described herein (“Proffers”). The Proffers are voluntary and reasonable in accordance with Sections 15.2-2298, 15.2-2303, and 15.2-2303.4, et al. of the Code of Virginia (1950, as amended), and Section 28-161, et seq. of the Stafford County Zoning Ordinance. The headings for the Proffers set forth below have been prepared for convenience or reference only and will not control or affect the meaning or be taken as an interpretation of any provision of the Proffers. The Proffers are the only conditions offered in this

rezoning application and will become effective only upon the Stafford County Board of Supervisors' (the "County") approval of the rezoning application RC\_\_\_\_\_ and associated conditional use permit application CUP \_\_\_\_\_ (including through applicable appeal periods), and any and all prior proffers affecting or encumbering the Property are hereby superseded by the Proffers, and said prior proffers will be of no further legal force and effect.

- b. Subject to the terms and conditions expressed hereunder, the Property will be developed in general accordance with the GDP, which is attached hereto, marked as **Exhibit B**, and incorporated herein by this reference. For purposes of the final site planning for the Property, all parcel or lot lines, parcel or lot sizes, pad site locations, building envelopes, building sizes, public road locations, trail locations, waste disposal locations, private driveway, entrances, parking areas, interparcel connection areas, travel way locations, access areas, utility locations, storm water management facilities, waste facilities, dimensions of undeveloped areas and other proposed improvements shown on the GDP may be amended or adjusted by the Applicant to fulfill requirements of final engineering, planning, and design of the Property or to comply with applicable County development and design requirements or state agency regulations including, but not limited to, VDOT, DEQ, etc. Changes consistent with the original intent of the GDP will be permitted. Where it is necessary to determine if changes are consistent with the original intent of the GDP, the same will be referred to the County Zoning Administrator for determination thereof.

## 2. **Land Use.**

- a. **Use.** The Property will be developed only for data center, public utility/facility (including substation facilities), and related accessory uses including without limitation all (i) electric generation (generators), distribution, transmission facilities, (ii) enclosed battery and fuel storage facilities, (iii) general storage facilities, (iv) water and sewer facilities, (v) communication, broadband, fiber optic, and other private utilities<sup>1</sup>, (vi) office, general office, and storage, (vii) service stations, (viii) guard house, (ix) rooftop solar energy systems<sup>2</sup>, and (x) other accessories uses that relate to and support the Project.
- b. **Open Space.** No less than 20% of the Property will be retained as open space, as noted on the GDP.

## 3. **Architecture & Materials.**

- a. The architectural features of the data center buildings will be as generally depicted on **Exhibit C** and as provided herein ("Architectural Features").

---

<sup>1</sup> Not including telecommunications towers or monopoles.

<sup>2</sup> Not including solar farms or utility scale solar facilities.

- b. Notwithstanding the aforesaid conditions of Section 3(a), the building exteriors will include the following architectural features:
- i. High albedo or light colored roof,
  - ii. Parapets,
  - iii. Enclosures for generators,
  - iv. Shrouds for exhaust stacks,
  - v. Fenestration,
  - vi. Varied building color, and
  - vii. Varied building materials.
- c. Notwithstanding the above provisions under Sections 3(a)-(b), the building exterior (visible from surrounding roads or properties) will be composed of at least one primary and two secondary building material(s) listed below:
- i. Primary building materials may be:
    - Concrete masonry units (split faced or burnished),
    - Precast concrete,
    - Concrete tilt-wall,
    - Glass (clear),
    - Glass (architectural panels), and/or
    - Metal panels.
  - ii. Secondary materials will be limited to accents or subordinate elements of the façade. Secondary materials may be:
    - Cement fiber board/cementitious siding,
    - Concrete masonry units (flush/plain, split faced, or burnished),
    - Gypsum reinforced fiber concrete,
    - Metal panels,
    - Pre-cast concrete (for trim elements only),
    - Glass (clear), and/or
    - Glass (architectural panels).
- d. Additional materials and features not listed under this Section 3 may be permitted if the Zoning Administrator determines that they are substantially similar in appearance and quality to the afore listed features and materials provided under this Section 3.
- e. The Applicant will construct no more than One Million Four Hundred Eighty Thousand Five Hundred (1,480,500) square feet of data center buildings space on the Property, which square footage does not include the construction of public facilities/utilities or any accessory uses.
- f. All data center buildings will include automatic fire suppression sprinklers in accordance with the Virginia Uniform Statewide Building Code.

- g. Automatic External Defibrillator (AED) or comparable device shall be provided in each building in the location(s) recommended by the County Fire Marshal's office.
  - h. Setbacks, screening, landscape, and buffers for the Project will be placed and maintained as generally depicted on the GDP.
  - i. Ground level and rooftop equipment shall be screened from public rights-of-way and immediately abutting residential properties (existing at the time of the approval of this rezoning application). Said screening may be provided by a principal building, existing vegetation, berms, landscaping, visually solid fence, screen wall or panel, parapet wall or other visually solid screen shall be constructed of materials generally compatible with those used in the exterior construction of the buildings, or a combination thereof.
  - j. The developed areas of the Property will be enclosed by security fencing not less than eight (8) feet in height. The base design of the security fencing will be "Ameristar Palisade" fencing, or other substantially similar fencing as approved by the Zoning Administrator. The fencing will be maintained at all times while the facility is in operation. If necessary, the Applicant will provide an emergency Knox Box for emergency personnel access only. The details for emergency access will be addressed at the site plan stage of development. Notwithstanding the foregoing, the said security fencing requirements do not apply to any fences enclosing utility infrastructure on the Property, including without limitation electric transmission and substation facilities, such security fencing will be not less than twelve (12) feet in height.
4. Upon the County's issuance of the first certificate of occupancy permit (temporary or final) for the first data center building, the Applicant will:
- a. clear and dedicate to the County the proposed pedestrian trail connection to an existing trail system along the Rappahannock River in the general area depicted on the GDP (its final location being subject to final engineering, which such location will be determined prior to the approval of the Project's first site plan); and
  - b. pay the County a cash proffer of \$25,000.00 for one or more interpretive sign(s) to be installed in a location or locations mutually agreed upon by both the County and the Applicant. Such interpretive signage may identify the bike/walking trail, and such signage is to be installed by the County.

5. **Utilities.**

- a. **No Potable Water for Industrial Cooling.** Unless approved by the County's Utilities Department, the Project may not use potable water for industrial cooling purposes. Otherwise, public potable water and public sewer facilities may be extended and used for all other non-industrial cooling purposes related to the Project.

- b. **Reuse Water.** Notwithstanding the foregoing, if the Project's data center buildings implement water-based cooling systems versus alternative data center cooling methods, then the Applicant agrees that all industrial cooling water demands required for data center building(s) constructed on the Property will utilize reuse water as the sole primary water source for cooling to the extent the County Utilities Department confirms there is adequate reuse capacity to serve the Project.
- 6. **Transportation.** Prior to the County's issuance of a certificate of occupancy permit for the first data center building constructed on the Property, and in lieu of any applicable County transportation impact fees, the Applicant will pay the County the sum of \$150,000.00 to support transportation capital improvement projects in the area.
- 7. **Miscellaneous.**
  - a. **Sound.**
    - i. **Data Center Noise** - Notwithstanding and in addition to the applicable Noise Ordinance, County Code Chapter 16, and as may be amended (the "Noise Ordinance") any noise which emanates from any operation, activity, or source on the Property, including, but not limited to, heating and cooling system(s), between the hours of 7:00 a.m. and 10:00 p.m. weekdays and from 9:00 a.m. to 10:00 p.m. on Saturdays, Sundays, and legal holidays observed by the County government, shall be subject to the following maximum permissible sound levels: 55 dBA (in residential and mixed use zoning districts), 65 dBA (in commercial and office zoning districts), and 79 dBA (in industrial zoning districts). Any noise which emanates from any operation, activity, or source on the Property, including, but not limited to, heating and cooling system(s), between the hours of 10:00 p.m. and 7:00 a.m. weekdays and from 10:00 p.m. to 9:00 a.m. on Saturdays, Sundays, and legal holidays observed by the County government, shall be subject to the following maximum permissible sound levels: 55 dBA (in residential and mixed use zoning districts), 60 dBA (in commercial and office zoning districts), and 72 dBA (in industrial zoning districts). Such levels shall be measured at the Property boundary or at any point within any other property affected by the noise. When a noise source can be identified and its noise measured in more than one zoning district classification, the limits of the most restrictive classification shall apply. Notwithstanding the above, any person, with lawfully obtained permits, who between the hours of 6:00 a.m. and 10:00 p.m. weekdays and between the hours of 9:00 a.m. and 10:00 p.m. on Saturdays, Sundays and legal holidays observed by County government operates or causes to be operated any equipment used in construction, repair, testing, alteration or demolition work on buildings, structures, alleys or appurtenances thereto in the outdoors and/or testing of generators shall not be subject to the levels enumerated above. Additionally, persons performing construction of public projects, repair or maintenance

work for such projects or persons performing work for private or public utilities for the repair of facilities or restoration of services shall not be subject to the levels enumerated above. Furthermore, substations shall not be subject to the levels enumerated above or Section 7(a)(ii) below.

- ii. Prominent Discrete Tone Noise - For any source of sound that has a prominent discrete tone component, the levels established by Section 7(a)(i) above shall be reduced by 3 dBA. The term “prominent discrete tone” shall be defined as an instance when one-third octave band sound pressure level in the band with the tone exceeds the arithmetic average of the sound pressure levels of the 2 contiguous one-third octave bands by:
  - 5 dB for center frequencies of 500 Hz and above;
  - 8 dB for center frequencies between 160 and 400 Hz; or
  - 15 dB for center frequencies less than or equal to 125 Hz.
- iii. Emergency Operations - Emergency operations shall not be subject to the limitations outlined in Sections 7(a)(i)-(ii) above. For the purposes of this section, the term “emergency” shall mean any situation arising from sudden and reasonably unforeseen events beyond the control of the facility, which situation requires the immediate use of the emergency generators to restore normal operation of the facility.
- iv. Sound / Noise Measurements - Sound or noise measurements shall be taken to confirm compliance with Sections 7(a)(i)-(ii), six (6) months after a final occupancy permit for each data center building is issued and then annually between the months of June and August. This requirement shall expire five (5) years after the issuance of the final occupancy permit for the final data center building on the Property. Said sound or noise measurements shall be taken at varied locations including those along the north and south property boundaries. Any sound or noise measurement must be conducted by a professional third-party acoustical consultant who has knowledge and experience taking such measurements (“Acoustical Consultant”). The Acoustical Consultant shall measure sound or noise with sound level meters which meet the standards prescribed by the ANSI: Type 2. The Acoustical Consultant shall only use sound level meters and other instruments that have been maintained in calibration and good working order. The Acoustical Consultant shall calibrate the sound level meter at the time of any noise measurement. The Acoustical Consultant shall only record measurements which were taken so as to provide a proper representation of the noise source and shall note and exclude extraneous noise events (for example noise generated from airplanes, traffic, weather, construction, emergency generators). During the measurement, the Acoustical Consultant will position the microphone so as not to create any unnatural enhancement or diminution of the measured noise and will use a windscreen for the microphone. Sound level measurements shall be based on the “Leq” during

the measurement interval, using a minimum measurement interval of one minute for a constant sound source or a thirty-minute measurement for a noncontinuous sound source. During a measurement interval, the “Lmax” associated with facility may exceed the sound level limits of Sections 7(a)(i)-(ii) above by no more than 15 dB(A). For the purposes of this section, the “Lmax” means the maximum sound over a measurement interval determined by using a sound level meter set to “fast” response time, and “Leq” means the equivalent sound level, that is the constant sound level in a given time.

- v. **Sound Studies** - Prior to the approval of each final site plan for the Property, the Applicant shall provide a Sound Study (the “Sound Study”) that is specific to the proposed site layout and building type shown on said site plan. For purposes of this Section 7(a)(v) a final site plan does not include a major grading plan. This Sound Study shall include recommendations for any necessary mitigation measures and the Applicant shall implement the mitigation measures on the final site plan as a condition of final site plan approval. In the event mitigation measures are building related, said measures shall be included in the building plans prior to issuance of a building permit. In the event the sound study shows compliance with the above Section 7(a)(i)-(ii), no further mitigation measures shall be required by the County.
- b. **Emergency Action Plan.** The Applicant will submit and agree to be bound by an emergency action plan to the County Department of Fire, Rescue & Emergency Services (the “Department”) at the time of each site plan review that includes one or more data center building, as may be applicable (the “Emergency Action Plan”). The Emergency Action Plan will address, at minimum, emergency access, emergency response planning, support for necessary departmental training requirements, and any specific Fire, Rescue and/or EMS impacts associated with any data center use(s) on the Property and identified in the site plan. The Emergency Action Plan will also include requirements for fire suppression (including sprinklers, hydrants and standpipes where appropriate) where any building or structure on the site plan exceeds the Department’s ability to adequately provide the same as determined by the Fire Chief. The Applicant will install all fire suppression equipment/facilities identified in the Emergency Action Plan prior to receiving a certificate of occupancy (temporary or final) for each data center building identified on the corresponding approved site plan. The Emergency Action Plan will be developed with input from the Department. The Applicant must obtain the County Zoning Administrator’s approval of the Emergency Action Plan as a condition of receiving a certificate of occupancy for the first data center building constructed on the Property.
- c. **Generator Testing.** Generator testing for the Project may only be performed Monday through Friday between the hours of 9:00 AM EST and 5:00 PM EST, unless otherwise prohibited by applicable regulations.

d. **Decommissioning of Electric Facilities.** No less than ninety (90) days prior to the planned abandonment of the electric transmission and substation facilities located on the Property (the “Electric Facilities”), the Applicant (or future owner of the Electric Facilities) will provide written notice to the County of its intent to abandon such use. Within one-hundred eighty (180) days of the notice of abandonment, the Applicant (or future owner of the Electric Facilities) will dismantle the Electric Facilities and restore the Property to its natural state pursuant to the prevailing industry standards.

e. **Construction.**

- i. Prior to final site plan approval for each phase of development of the Property, a construction mitigation plan will be drafted by the Applicant (“Construction Mitigation Plan”) and submitted for review and concurrence to the County’s Director of Development Services and Director of Capital Projects. The Construction Mitigation Plan will address, at minimum, construction traffic control measures, including any mitigation measures to be implemented during weekday AM and PM peak travel hours and school bus travel times along shared construction truck routes to and from the Property, access points, and dust control.
- ii. The Applicant agrees to provide the County’s Director of Development Services and Director of Capital Projects with at least forty-eight (48) hours’ prior written notice for any expected large or oversized deliveries to the Project, as well as any significant, heavy construction presence.
- iii. The Applicant agrees to designate at least one public liaison and publicize a toll-free phone number and email address during construction of the Project. At minimum, the information must be published on the Applicant’s website and provided to the County’s Public Information Officer for publication on the County’s website and other social media. The liaison must act as a point of contact between citizens and construction crews. The liaison must be available in person and by phone during active construction hours and must respond to any questions related to the Project or Property. The liaison role will commence prior to issuance of a land-disturbing permit and must remain a minimum of six (6) months following the issuance of the final certificate of occupancy for the Project.
- iv. If requested by the County, the Applicant must participate in a Joint Construction Traffic Reaction Team, which may include members of County Staff and VDOT, the County Sheriff’s Office, and the Virginia State Police to identify and expeditiously resolve or mitigate traffic issues that



arise during the construction of the Project. The Applicant agrees to assist in resolving and implementing solutions to traffic issues.

- v. Pavement damage to roads, including shoulders and aprons, attributable to construction of the Project must be repaired by the Applicant within 120 days of issuance of the final certificate of occupancy for the Project at the Applicant's expense. However, if the Applicant receives notice from the County's Transportation Planner or VDOT staff stating that the damage to roads, including shoulders and aprons, has made a road unsafe, the Applicant will initiate the process of said repairs within forty-eight (48) hours.
  - f. **Cultural Resources Studies.** The Applicant agrees to complete the recommended Phase I or Phase II Archaeological Investigation, as applicable, for cultural resources located on the Property, and depicted on the GDP, if said area(s) may reasonably be disturbed by the development of the Project. If disturbance to such area(s) is likely, the Applicant agrees to submit such Phase I or Phase II to the County for review prior to the approval of such site plan, and to implement the recommendations provided therein.
  - g. **Parks & Recreation.** Prior to the County's issuance of a certificate of occupancy permit for the first data center building constructed on the Property, the Applicant will pay the County the sum of \$100,000.00 to support parks & recreation capital improvement projects in the area.
  - h. **History Bus.** Prior to the County's issuance of a certificate of occupancy permit for the first data center building constructed on the Property, the Applicant will pay to the County the sum of \$250,000.00 to support the County Historic Commission's acquisition of a mobile County history bus.
8. **Severability.** If any term or provision of these Proffers or the application thereof is deemed invalid or unenforceable, the remainder of these Proffers, other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each such terms and provisions of these Proffers shall remain valid and enforced to the fullest extent permitted by law.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;**  
**AUTHORIZED SIGNATURES TO FOLLOW]**

**APPLICANT ACKNOWLEDGEMENT & CONSENT**

**TC Blaisdell Owner, LLC, a Delaware limited liability company**

By: **TC Blaisdell Member, LLC**, a Delaware limited liability company, its Managing Member

By: **TC MidAtlantic Development V, Inc.**, a Delaware corporation, its sole member

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

Name: Rich McPhillips

Title: Vice President

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Rich McPhillips, the Vice President of TC MidAtlantic Development V, Inc., the sole member of TC Blaisdell Member, LLC, which is the Managing Member of TC Blaisdell Owner, LLC, on behalf of the company.

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

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

Notary Registration: \_\_\_\_\_

SEAL:

**OWNER ACKNOWLEDGEMENT & CONSENT**

\_\_\_\_\_  
Nancy B. Harrison (AKA Nancy B. Westerlund/Nancy B. Estep)

STATE/Commonwealth of \_\_\_\_\_,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 202\_\_, by Nancy B. Harrison (AKA Nancy B. Westerlund/Nancy B. Estep).

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

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

Notary Registration: \_\_\_\_\_

SEAL:

**OWNER ACKNOWLEDGEMENT & CONSENT**

\_\_\_\_\_  
Vernon E. Blaisdell

STATE/Commonwealth of \_\_\_\_\_,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 202\_\_, by Vernon E. Blaisdell.

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

My Commission Expires: \_\_\_\_\_  
Notary Registration: \_\_\_\_\_

SEAL:

**OWNER ACKNOWLEDGEMENT & CONSENT**

\_\_\_\_\_  
Robert George Blaisdell

STATE/Commonwealth of \_\_\_\_\_,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 202\_\_, by Robert George Blaisdell.

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

My Commission Expires: \_\_\_\_\_  
Notary Registration: \_\_\_\_\_

SEAL:

**OWNER ACKNOWLEDGEMENT & CONSENT**

\_\_\_\_\_  
Beverly Blaisdell

STATE/Commonwealth of \_\_\_\_\_,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 202\_\_, by Beverly Blaisdell.

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

My Commission Expires: \_\_\_\_\_  
Notary Registration: \_\_\_\_\_

SEAL:

**OWNER ACKNOWLEDGEMENT & CONSENT**

**Beverly J. Blaisdell Revocable Trust Agreement, Dated March 23, 1993**

\_\_\_\_\_  
Beverly J. Blaisdell, Trustee

STATE/Commonwealth of \_\_\_\_\_,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Beverly J. Blaisdell, as the Trustee of the Beverly J. Blaisdell Revocable Trust Agreement, Dated March 23, 1993.

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

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

Notary Registration: \_\_\_\_\_

SEAL:

**OWNER ACKNOWLEDGEMENT & CONSENT**

\_\_\_\_\_  
Steve P. Blaisdell

STATE/Commonwealth of \_\_\_\_\_,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 202\_\_, by Steve P. Blaisdell.

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

My Commission Expires: \_\_\_\_\_  
Notary Registration: \_\_\_\_\_

SEAL:



Owner/Parcel Table

<b><u>Owner</u></b>	<b><u>Parcel</u></b>
Nancy B. Harrison	53-1J
Vernon E. Blaisdell, Nancy B. Harrison, and Robert G. Blaisdell	53-1K
Beverly J. Blaisdell, Steve P. Blaisdell, Vernon E. Blaisdell, Nancy B. Harrison, and Robert G. Blaisdell	53-1M
Beverly J. Blaisdell and Steve P. Blaisdell	53-1N
Vernon E. Blaisdell, Nancy B. Harrison, and Robert G. Blaisdell	53-1P
Beverly J. Blaisdell, Trustee under the Beverly J. Blaisdell Revocable Trust Agreement	53-1R
Steve P. Blaisdell	53-1S
Nancy B. Harrison	53-1T
Nancy B. Harrison	53-1U
Vernon E. Blaisdell	53-1W
Robert G. Blaisdell	53-1V

**EXHIBIT B**

GDP

## **EXHIBIT C**

### Architectural Features

17750855.2 010646.02198