DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this 31st day of August 2026 (the "Effective Date"), by and between the Board of County Commissioners for Barber County, Kansas ("County") and Google LLC, a Delaware limited liability company ("Developer"). The County and Developer are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Developer owns approximately 2,026 acres of unimproved real property located in the County, as legally described on the attached Exhibit A (the "Property");

WHEREAS, Developer is developing a data center facility, consisting of one or more data center buildings and other facilities for the operation, maintenance and replacement, from time to time, of computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators), and related improvements such as equipment used for distribution and management of electricity, internet-related equipment, data communications connections, environmental controls and security devices, structures and site features, as well as accessory uses or buildings reasonably related to data centers, including non-permanent structures to support construction efforts, including job trailers, housing and support buildings for construction (the "Project") to be located on privately-owned land within that part of the County shown on the attached Exhibit B (the "Project Boundary"), with the primary data center buildings for the Project located within an area inside the Project Boundary, also depicted on the attached Exhibit B (the "Project Site"); and

WHEREAS, the Project may be constructed at the sole discretion of Developer or its successors or assigns, in one or more phases over a period of years, with a total size, configuration, and phasing subject to change at the sole discretion of Developer; and

WHEREAS, the County intends, through this Agreement, to consider the orderly development, construction, operation, and maintenance of the Project in the County, pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, upon execution of this Agreement, the County acknowledges and agrees that all County permits and approvals required for the Project have been granted and substantial amounts of work have been completed;

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

1. RECITALS

The recitals set forth above constitute a material part of this Agreement and are incorporated herein. The Parties confirm the accuracy, truth and validity of said recitals.

2. COUNTY APPROVAL AND FUTURE COOPERATION

a. <u>COUNTY CONSENTS AND APPROVALS</u>.

i. Unless otherwise provided herein, whenever the consents or approvals of the County, or any of its employees, consultants, attorneys, officers, agents, or representatives are required to be secured or obtained by Developer under the provisions of this Agreement, the same shall not be unreasonably conditioned, withheld, or delayed. The County will reasonably cooperate with Developer in the development, construction, operation, maintenance, and decommissioning of the Project and issue all permits, approvals, and authorizations required by local regulations or other law, if any, provided Developer files compliant applications, pays all applicable fees, and complies with all the requirements specified in this Agreement.

ii. The County acknowledges, understands and agrees that the development process associated with the Project will take significant time and requires substantial investment by the Developer. Therefore, in order to induce the Developer to make this commitment and investment, the County hereby agrees that it approves and authorizes the Developer to construct and operate the Project in the County. The County acknowledges, understands and agrees that the Developer will undertake significant financial investment in reasonable reliance on the County's promises and obligations under the Definitive Agreements. The County agrees that the Developer's rights to construct and operate the Project vest upon the execution of this Agreement. The County acknowledges and agrees that there are currently no local laws, requirements, regulations, permits, or approvals applicable to the construction or operation of the Project. The County agrees that if at any time in the future any laws, requirements, regulations, permits or approvals are enacted that would otherwise prevent or limit the Developer's construction or operation of the Project, the Project shall be grandfathered for purposes of compliance with such future laws, requirements, regulations, permits, or approvals and the Project shall be allowed to be developed or to continue operations in the County. In the event the County adopts zoning regulations, the County shall provide in said zoning regulations that the use of the Property for the Project and the operation of the Project shall be vested as provided for in K.S.A. 12-764, including but not limited to any extraterritorial zoning districts established between the County and any cities located within the County. The County shall expressly exempt or exclude the Project from any future franchise fees or similar assessments that could potentially impact the Project.

3. <u>FUTURE COOPERATION</u>. The Parties shall cooperate with one another on an ongoing basis and shall make every reasonable effort (including the holding of hearings or meetings and the adoption of such resolutions as may be necessary) to further the implementation of this Agreement and the intentions of the Parties as reflected by the provisions of this Agreement. Without limiting the foregoing, in the event that the County adopts any zoning

or other laws after the Effective Date that would make the development, construction, operation, repair, replacement, and maintenance of the Project a nonconforming use under such zoning or other laws, or that would otherwise materially interfere with such development, construction, operation, repair, replacement, and maintenance of the Project, or the decommissioning of the Project, the County agrees that it will take such actions, adopt such ordinances and do such other things as are necessary to exempt or exclude the Property and the Project from such zoning or other laws. The County acknowledges and agrees that, upon execution of this Agreement, all County permits and approvals required for the Project have been granted. For the life of the Project, the County shall not initiate, endorse, support, or advocate for the annexation of any portion of the real property on which the Project is sited into any incorporated city pursuant to K.S.A. 12-521 et seq.; provided, however, nothing herein shall be construed to require the County to act unlawfully or to prohibit the County from taking any ministerial action or other action required by applicable law in connection with any annexation proceeding.

4. TERM

Unless extended by mutual agreement of the Parties, earlier terminated, or the Project ceases to be in commercial operation, the terms set forth in this Agreement and all County approvals relating thereto shall extend for a period of 50 years from the Effective Date, or so long thereafter as the Project is in commercial operation.

5. COMMUNITY SUPPORT CONTRIBUTION

a. Developer shall pay to the County a contribution in the total amount of Five Hundred Thousand Dollars ($500,000) on or before December 31, 2026 (a "Community Support Contribution"). The County may use this and any other Community Support Contributions in its sole discretion, including but not limited to addressing emergency response, public health, administrative needs and/or other public services to benefit the community.

b. Developer shall pay to the County a contribution in the amount of Three Million Dollars ($3,000,000) no later than April 30, 2027 as additional Community Support Contribution.

c. Developer shall pay to the County a contribution in the amount of ($1,000,000) no later than April 30, 2028 as additional Community Support Contribution.

d. Developer shall pay to the County a contribution in the amount of One Million Dollars ($1,000,000) no later than April 30, 2029 as additional Community Support Contribution.

6. DEVELOPMENT REQUIREMENTS

a. Definitive Agreements. Concurrently with the execution of this Agreement, Developer shall enter into the following agreements with the County (collectively, the "Definitive Agreements"):

i. A Road Use Agreement ("Road Use Agreement").

ii. A Decommissioning Agreement ("Decommissioning Agreement").

b. Landowner Participation. All Project infrastructure within the County shall be located on public rights of way, property that is owned by Developer, or an affiliate thereof, or property for which Developer or its affiliate has or will have executed a lease, easement or other agreement with the applicable landowner.

c. Siting Terms.

i. *Setbacks*. The Project shall comply with the following setbacks. The exterior walls of any data center buildings shall be set back a minimum of 100 feet from public roads and property lines of any parcels that are non-participants in the Project. As used in this Agreement, the terms "non-participant" and "non-participating" shall describe those persons and their respective property with whom Developer or its affiliates or assigns has not entered into any contractual agreements for the benefit of the Project. The setbacks and height requirements set forth in this Agreement can be modified with the written consent of both Developer and the County.

The chillers associated with the Project shall be setback at least 2,250 feet from the exterior wall of the nearest non-participating residence existing at the commencement of construction of the Project.

All Project infrastructure shall be setback at least 2,000 feet from the corporate limits of the City of Sharon, except for retention ponds, points of ingress and egress from the site for personnel and utility connections, lighting, landscaping, security structures, fencing, and similar improvements.

ii. *Lighting*. Developer shall design, install, operate, and maintain all exterior lighting in compliance with this Section, with the intent of reducing light emissions that materially and directly extend beyond the property line of Property. All exterior lighting shall incorporate shrouds, shields, or comparable measures necessary to prevent light trespass and glare. To the extent operationally feasible, exterior lighting shall be directed downward and activated by motion sensors or similar controls. All area lighting, including parking-lot and security lighting, shall use fully shielded, eighty-five-degree (85°) full-cutoff luminaires or comparable fixtures that provide equal or greater control of light spill.

Before installation, Developer shall submit the proposed exterior lighting plan and specifications to the County for review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

iii. *Fencing*. Developer shall enclose the Project with a metal fence along the perimeter of the Project Site. The fence shall have a minimum height of six (6) feet above finished grade. Developer shall, throughout the Term, reasonably maintain any fencing it or its affiliates erect.

iv. *Screening*. Prior to completion of construction, Developer shall coordinate with the County to develop a vegetative management plan intended to provide visual screening to non-participating residences within 1,500 feet of the Project Boundary. Developer shall maintain such vegetation throughout the life of the Project and shall replace any vegetation that dies or becomes materially damaged or diseased.

v. *Water*.

(1) Developer shall follow Kansas law on the acquisition of water rights in compliance with Kansas Department of Agriculture, Division of Water Resources requirements.

(2) Unless otherwise approved by the County, Developer shall not drill, construct, or install any new water well on the Property. Any water well existing on the Property as of the Effective Date may continue to be used solely for domestic purposes. The Project will be an "air-cooled" data center, meaning that the process cooling water is in a closed loop system which is cooled by fan-driven air, not water. Developer shall purchase all water from a municipal utility, with the exception of the domestic use water from the existing water well on the Property, and shall dispose of all water with a municipal utility.

vi. *Retention Ponds*. Developer shall design, construct, and maintain retention ponds and related stormwater-management facilities sufficient to collect and manage runoff from Project rooflines, parking areas, roadways, and other developed or impervious surfaces. Such facilities shall be engineered so that post-construction stormwater runoff from the Project Site does not exceed pre-construction runoff rates and volumes, as determined in accordance with generally accepted engineering standards and applicable law.

vii. *Utilities*. Developer shall pay for all on-site and off-site upgrades required to provide water and wastewater utility service to the Project.

viii. *Sound*. Sound attributable to the operation of the Project, when operating at 100% of its design load, shall not exceed 55 A-weighted decibels (dBA), as measured at either a) the corporate limits of the City of Sharon, or b) the exterior of the nearest non-participating residence existing as of the date of this Agreement. Nighttime sound levels attributable to the operation of the Project when operating at 100% of its design load, between the hours of

10:00 p.m. and 7:00 a.m., shall not exceed 50 dBA at either measured location.

(1) Developer shall conduct post-construction sound monitoring to determine compliance with the applicable sound-level thresholds set forth in this Agreement. Such monitoring shall be performed by a qualified acoustical consultant using generally accepted sound-measurement practices and may occur at such additional times as may be reasonably requested by the County following a substantiated noise complaint. Developer shall provide the results of such monitoring to the County upon request. An exceedance of an applicable sound-level threshold by more than 5 dBA, after accounting for ambient sound and confirmed through a subsequent measurement, shall constitute noncompliance with this Agreement.

(2) Developer shall have ninety (90) days after receipt of written notice from the County to correct any such noncompliance, unless a different cure period is agreed to in writing by the County. Upon completion of the corrective measures, Developer shall conduct follow-up sound monitoring to confirm compliance. If Developer is diligently pursuing corrective measures but cannot reasonably complete them within the ninety-day period, the County may approve a reasonable extension of the cure period.

ix. *Generators*. Generators may be operated only during a) an emergency or b) planned maintenance, testing, repair, or replacement of the electric substation or related electrical infrastructure. Generators shall not be operated solely to reduce electrical usage during peak demand hours. All generators shall be equipped with all emissions-control equipment required by applicable law, including scrubbers where required, and shall meet or exceed EPA emission standards for back-up generators.

For purposes of this provision, "Emergency" shall include but not be limited to an unplanned power outage, forced shutdown, or required curtailment or reduction in electrical usage directed by the applicable electric utility, transmission provider, regional transmission organization, governmental authority, or other energy provider.

x. *Air Quality*. The Project shall comply with the Kansas Air Quality Act, K.S.A 65-3000 et seq., and applicable Kansas ambient air quality standards and air pollution control regulations, including K.A.R. 28-19.

Any emissions testing, monitoring, or other testing required by the Environmental Protection Agency or otherwise agreed to in writing by Developer and the County, shall be conducted at Developer's sole cost and expense.

d. TESTING. Before commencement of construction, Developer shall cause baseline water and soil testing to be conducted by a qualified environmental professional. Such environmental testing, including its frequency, constituents, and testing locations, shall be subject to mutual agreement between Developer and the County. Except for any testing results that require immediate reporting to a governmental agency under applicable state or federal law, Developer will maintain complete copies of such testing results at the Project Site (or Developer's local office) for the County's in-person viewing and inspection upon reasonable prior written notice and during normal business hours. Any additional environmental testing shall be conducted: (i) as strictly required by the terms and conditions of applicable state or federal environmental permits issued to the Developer for the Project, (ii) upon County submission of credible, objective scientific data or written notification from an environmental regulatory agency or qualified environmental professional demonstrating that the Developer's on-site operations are the proximate cause of potential off-site environmental impacts, or (iii) otherwise upon mutual agreement of the Parties.

e. MAINTENANCE. Developer shall cause the Project, and all parts thereof, the Project Site and all other of its property used or useful in the conduct of its business and operations on the Project Site, to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other comparably-situated similar data center space in the State of Kansas, and shall make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the Project Site. At the time any equipment is upgraded or replaced, Developer shall, to the extent commercially reasonable and available in the market, prioritize replacement or upgraded equipment that provides either lower emissions or greater energy efficiency than the equipment being replaced. Developer may elect to construct additional buildings for the Project within the Property.

f. LABOR AND LOCAL ECONOMIC DEVELOPMENT.

i. Developer hereby commits (the "Employment Commitment") to the Project achieving at least three hundred (300) Full-Time Equivalent Positions ("FTEs") on or before the fifth (5th) anniversary of the date on which Developer provides notice to the County that the second of the two data center facilities comprising the Project has commenced commercial operations (the "Employment Measurement Commencement Date"). The Employment Commitment shall be satisfied if the Project averages at least 300 FTEs during any three (3) consecutive calendar months on or before such date. Upon satisfaction of the conditions of the Employment Commitment, Developer shall submit an attestation to the County identifying the three consecutive calendar months studied and relaying the applicable FTE count during that period.

For purposes of this Section, an FTE is the equivalent of one individual working forty (40) hours per week, determined by aggregating the hours of applicable personnel, including part-time personnel, and shall include employees of Developer, its affiliates, and personnel of contractors, subcontractors, vendors, suppliers and other service providers performing services at or primarily for the Project.

The Employment Commitment is an achievement milestone and not a continuing obligation to maintain 300 FTEs thereafter. The Employment Measurement Commencement Date shall be extended for any material temporary suspension or curtailment of operations resulting from force majeure events, casualty, maintenance, repair, expansion, retrofit, utility interruption, governmental action or other bona fide operational reason. Failure to satisfy the Employment Commitment shall not constitute a default under this Agreement.

ii. Developer shall cause its general contractor to use commercially reasonable efforts to utilize local labor, vendors, and businesses during construction of the Project; provided, however, that the Developer shall have no obligation to utilize local labor, vendors or businesses to the extent they are not the most qualified and/or lowest and best bid for the applicable work. The Developer shall communicate such efforts to the County upon the County's request.

iii. During the Term, for so long as Developer owns all or a portion of the Project Site, the Developer (or an affiliate) shall be a member of and reasonably participate in the Medicine Lodge Area Chamber of Commerce (the "Chamber"). Such participation shall include annual payment of reasonable dues to the Chamber.

iv. On or before December 31, 2031, Developer shall host at least one job fair within Barber County in connection with employment opportunities associated with the Project. Developer shall provide reasonable advance public notice of the job fair and undertake reasonable outreach within Barber County to promote participation by Barber County residents. Nothing in this provision shall require Developer or any contractor or operator of the Project to hire any particular individual or give unlawful hiring preference.

v. Developer shall make commercially reasonable efforts to partner with Barber County school districts or other local organizations to support education and workforce development initiatives. Such initiatives may include technology-focused programming, career-pathway development, workforce training, or other efforts intended to prepare students and residents for employment opportunities.

g. INSURANCE. Developer shall, upon commencement of construction of the Project and for the period of construction of the Project, maintain in full force and effect, commercial general liability insurance, naming Barber County as additional insured, in the aggregate amount equal to ten million dollars ($10,000,000.00). Developer may utilize any combination of primary and/or excess insurance to satisfy this requirement and may satisfy this requirement under existing insurance policies for the Project. Upon written request by the County, Developer shall provide a certificate of insurance evidencing the insurance limits and coverage to County.

h. EMERGENCY SERVICES, FIRE PROTECTION, AND HAZARDOUS MATERIALS.

i. Developer or its affiliate shall work in cooperation with the Barber County Emergency Manager to establish standards for fire protection and emergency response.

ii. Developer or its affiliate shall work in cooperation with the Barber County Emergency Manager to establish standards for the proper storage and handling of hazardous materials.

iii. Developer or its affiliate shall work in cooperation with the County to establish 911 addresses for the Project.

iv. Developer shall comply with applicable national fire safety requirements.

v. Developer shall prepare an emergency response plan (the "ERP"), including current Developer contact information, and shall provide the plan to the County prior to the commencement of commercial operations of the Project. The Developer shall review the ERP annually and update it as appropriate. If the ERP is updated, the Developer shall promptly share the updated ERP with the County. Copies of the ERP shall be maintained at an approved on-site location accessible to facility personnel, the local fire department, and emergency responders, which should be outside the perimeter fence.

vi. Developer will maintain additional emergency procedures as set forth in the Road Use Agreement.

i. REIMBURSEMENTS TO THE COUNTY. Upon submission of a written invoice with sufficient detail to identify specific expenses, Developer or its affiliate will reimburse the County within 120 days for fees related to reasonable professional services (e.g., engineering, accounting and legal) provided the services are actually rendered.

j. COMPLIANCE WITH LAWS. Developer and its affiliates shall comply with all federal and state laws and regulations applicable to the construction and operation of the Project, including:

i. Occupational Safety and Health Administration statutes and regulations;

ii. United States Fish and Wildlife Service statutes and regulations, including those pertaining to impacts on endangered or threatened species or habitats;

iii. U.S. Army Corps of Engineers statutes and regulations, including those pertaining to impacts on wetlands;

iv. Environmental Protection Agency statutes and regulations, including those pertaining to environmental impacts;

v. Consultations with the Kansas Department of Conservation, including those pertaining to impacts on endangered or threatened species or habitats;

vi. Consultations with the Kansas Department of Natural Resources, including those pertaining to any environmental impacts;

vii. Consultations with the Kansas State Historical Preservation Office pertaining to surveys of any historical sites that may be located within the Project area; and

viii. Any other applicable regulations promulgated by these and any other federal and state agencies.

k. TAX INCENTIVES AND PROGRAMS. The Parties intend and agree that once the Project begins construction, then until both the Project completes decommissioning required by the Decommissioning Agreement and this Agreement terminates, the Project will not pursue or effectuate any ad valorem real property tax incentive or abatement for the Property. Developer further agrees that it will use commercially reasonable efforts to pursue participation in the Kansas qualified data center sales and use tax program enacted pursuant to 2025 Kan. Sess. Laws ch. 124 (S.B. 98), codified principally at K.S.A. 74-50,331 through 74-50,334 and K.S.A. 79-3606(xxxx) (the "Kansas Data Center Program"), and, to the extent Developer participates in the Kansas Data Center Program, to materially comply with the requirements and conditions thereof applicable to Developer. In the event of legislative amendment, changes in law or regulation, or Developer's failure to qualify for the Kansas Data Center Program, Developer agrees that it shall comply with all electricity purchase and infrastructure commitments, water conservation and sustainability practices, and fiber based connectivity requirements of the Kansas Data Center Program.

l. NOTICES. All notices, requests and other communications provided for herein (including any modifications, or waivers or consents under this Agreement) shall be given or made in writing (including by electronic mail) delivered to the intended recipient at the address set forth below or, as to any Party, at such other address as shall be designated by such Party in a notice to the other Party. Except as otherwise provided herein, all notices and communications shall be deemed to have been duly given when transmitted by electronic mail with confirmation of receipt received, personally delivered, or in the case of a mailed notice, upon receipt, in each case given or addressed as provided herein.

To Developer:
Google LLC
1600 Amphitheatre Parkway
Mountain View, CA 94043
legal-notices@google.com

Copy to:
Alan Claus Anderson
Polsinelli PC, 900 W 48th Place, Suite 900
Kansas City, MO 64112
(816) 572-4761
aanderson@polsinelli.com

To County:
Barber County Clerk
120 E. Washington Ave
Medicine Lodge, KS 67104
(620) 886-3961
ASill@barber.ks.gov

7. REPRESENTATIONS AND WARRANTIES

a. COUNTY. The County represents and warrants that:

i. the County has all necessary power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

ii. upon execution and delivery by the County and Developer, this Agreement shall be a valid, legal, binding and enforceable obligation of the County enforceable against the County in accordance with its terms, subject to any applicable laws of bankruptcy, insolvency or reorganization, laws affecting the enforcement of creditors' rights generally, and general principles of equity;

iii. no approval or consent from any other person or entity is required for the County's execution of this Agreement; and

iv. this Agreement is executed by duly authorized representatives of the County who are fully authorized to execute this Agreement on behalf of the County.

b. DEVELOPER. Developer represents and warrants that:

i. Developer has all necessary power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

ii. upon execution and delivery by Developer and the County, this Agreement shall be a valid, legal, binding and enforceable obligation of Developer enforceable against Developer in accordance with its terms, subject to any applicable laws of bankruptcy, insolvency or reorganization, laws affecting the enforcement of creditors' rights generally, and general principles of equity;

iii. no approval or consent from any other person or entity is required for Developer's execution of this Agreement;

iv. Developer will negotiate in good faith with the City of Sharon regarding Project benefits; and

v. this Agreement is executed by a duly authorized representative of Developer, who is fully authorized to execute this Agreement on behalf of Developer.

8. DEFAULT PROVISIONS

a. If either Party fails to observe or perform any material condition or provision of this Agreement for sixty (60) days after receiving written notice of such failure from the other Party, then the aggrieved Party shall have the right to terminate this Agreement upon thirty (30) days prior notice to the other Party and to pursue any remedy available to it at law or in equity; provided however, that for so long as the delinquent Party is diligently attempting to cure such failure and the failure is, in the aggrieved Party's discretion, reasonably capable of being cured, a default under this Section 7 shall not be deemed to have occurred.

b. If Developer fails to observe or perform any material condition or provision of this Agreement, and such failure creates a demonstrable and material public safety, environmental, or operational impact for the County or the public as determined by the County in its reasonable discretion, the County shall provide Developer with notice of such failure as soon as practicable. Unless a different cure period is set forth in this Agreement, Developer shall have 90 days to either cure such failure or submit a plan to the County that in the County's reasonable discretion and with the County's approval, which shall not be unreasonably delayed, conditioned, or withheld, reasonably demonstrates a good faith effort to address the issue within a reasonable time given any logistical or supply chain constraints or force majeure events (the "Cure Period").

i. During such Cure Period, Developer shall prepare and submit to the County an estimate of the cost to address the issue prepared by a qualified third party expert with experience in the subject matter (the "Cure Expense"). If County disputes such Cure Expense, the County may retain their own third party expert who shall meet with the Developer and attempt to remedy such dispute. In the event that the Parties can still not resolve such dispute, the County and Developer will collectively select a third independent third party expert, who shall prepare a final estimate of the Cure Expense which will be binding upon the Parties.

ii. If Developer fails to either cure the failure or receive County approval for a plan to cure such failure within the Cure Period, then Developer shall immediately upon termination of the Cure Period obtain a bond, letter of credit, escrow, or parent guarantee in the amount of the Cure Expense, with the County listed as beneficiary (the "Cure Security"), and shall provide copies of such Cure Security to the County. If Developer has not remedied the failure (as determined by the County in its reasonable discretion) or submitted a plan to remedy the issue by the expiration of the Cure Period, the County may pursue self-help remedies to address such failure, including but not limited to drawing upon the Cure Security and retaining an appropriate third-party specialist to effectuate measures to cure such failure. The County shall be entitled to reimbursement from Developer for any such self-help action and may effectuate such reimbursement through draws or applicable dollar amounts upon the Cure Security.

c. Notwithstanding the foregoing, a Party's failure to observe or perform any material condition or provision of this Agreement due to an Excusable Delay shall not constitute a breach of this Agreement. For purposes of this Agreement, "Excusable Delay" means any casualty to property or persons, inclement weather, epidemic or pandemic, inability to secure materials, strikes or labor disputes, acts of God, acts of the public enemy or hostile or terrorist action, civil commotion, and/or governmental actions, restrictions, regulations or controls, including, without limitation, any failure or refusal of any governmental authority to timely issue any required permit or approval for development of the Project or any legal action or proceeding involving any such required permit or approval (whether arising out of any existing laws or changes in laws, including any such laws relating to annexation, zoning, platting, building or other codes or ordinances applicable to development and construction of the Project), or any other cause beyond the reasonable control of that Party (other than financial inability) which affects development, construction, maintenance, operation, repair, replacement or decommissioning of the Project (including, without limitation, any of the foregoing which affect a Party's contractors or subcontractors).

9. SEVERABILITY

In the event that any term or provision of this Agreement is deemed to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas without regard to the conflict of law principles thereof.

11. MISCELLANEOUS

a. NO WAIVER. The failure of either Party to insist in any one or more instances on the performance of any of the obligations required by the other under this Agreement shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

b. HEADINGS. The headings used in this Agreement are for ease of reference only and shall not in any way be construed to limit or alter the meanings of any provision hereof.

c. AMENDMENTS. This Agreement may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each Party. Any oral or verbal agreements between the Parties different from or in conflict with the provisions of this Agreement shall be null and void and of no force or effect where they are in conflict with the written provisions of this document.

d. ASSIGNMENT. This Agreement may be assigned only upon written consent of the Parties, which consent shall not be unreasonably withheld, conditioned or delayed, except Developer may, upon notice to County, but without County's consent or approval, assign this Agreement to an affiliate, or mortgage, charge, pledge, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement. Notwithstanding anything to the contrary, Developer may only assign this Agreement if the assignee agrees and acknowledges in writing that such assignee shall be bound by terms and obligations of this Agreement. Upon such assignment, all of Developer's rights and obligations shall inure to the benefit of and shall be binding upon the Developer's assignee and its respective successors, assignees and legal representatives. If requested by either Party or an assignee thereof, each Party hereto agrees to provide such further assurances and execute such additional documents as may be reasonably requested by the other Party to give effect to the foregoing assignment.

e. INTERPRETATION. This Agreement was prepared with substantial input from both Parties and their respective legal counsel; no phrase, sentence, clause, provision or section of this Agreement shall be construed against a Party as a result of such Party's legal counsel having acted as the primary drafter thereof.

f. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, trustees and/or receivers of the Parties hereto.

g. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

h. TIME IS OF THE ESSENCE. Time is of the essence of this Agreement, and of each and every provision hereof, and the Parties shall make every reasonable effort to expedite the subject matters hereof and to perform their respective obligations.

[REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK;
SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed in their respective names by their duly authorized officers and dated their signatures as shown below.

DEVELOPER:

Google LLC
a Delaware limited liability company

By:________________________________

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed in their respective names by their duly authorized officers and dated their signatures as shown below.

THE COUNTY:

THE BOARD OF COUNTY COMMISSIONERS OF BARBER COUNTY, KANSAS

By: BK Quick

Name: Bryan Quick

Bryan Quick, Chairman

By: Mike Roe

Name: Mike Roe

Mike Roe

By:

Name:

Adam Mills

ATTEST:

By: Amy Sill

Amy Sill, Barber County Clerk

Reviewed and approved as to form by:

Hannah L Molz

Hannah L. Molz, Barber County Counselor

EXHIBIT A

Legal Description of Property

Ref Num	Parcel ID	Surface Acres
1	0041241700000003000	157
2	0041241700000004000	77.96
3	0041241700000005000	76.77
4	0041241700000002000	80
5	0041241700000001000	80.16
6	0041241700000001010	78.31
7	0041230800000003000	161
8	0041230800000004000	158
9	0041230800000002000	80
10	0041230800000001000	158
11	0041230700000001000	237
12	0041230700000003000	180
13	0041311200000004000	155
14	0041311200000001010	153
15	0041230700000002000	104
16	0041361300000001000	39.25
17	0041241800000002000	50.73
		Approx. 2,026.18

EXHIBIT B

Project Boundary & Project Site