

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made this _____ day of _____ 2025 (“Effective Date”), by and between the **COUNTY OF LOUISA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (“Louisa”), and **AMAZON DATA SERVICES INC.**, a Delaware corporation (“Amazon”) to establish a framework under which the parties will provide for the operation and maintenance (“O&M”) of the South Anna Dam #23 located in Louisa County also known as Parcel ID Nos. 50-30 and 58-30C, DSIS #109035 (the “Dam”).

WHEREAS, Amazon is the fee simple owner of certain property located in Louisa County known as Parcel ID Nos. 58-30, 58-30B and 58-30C (the “Amazon Property”); and

WHEREAS, the Dam is located on or within Amazon’s Property; and

WHEREAS, the Dam is not currently in compliance with regulatory requirements; and

WHEREAS, Amazon intends to develop the Amazon Property; and

WHEREAS, as a condition to Amazon’s intended development of the Amazon Property, the Dam must be in compliance with regulatory requirements; and

WHEREAS, the Thomas Jefferson Soil Water Conservation District (the “TJSWCD”) is the current fee easement owner of the Dam; and

WHEREAS, the TJSWCD intends to transfer the fee easement ownership to Louisa (the “Dam Transfer”); and

WHEREAS, as a condition of the Dam Transfer, Louisa requires the establishment of the O&M, wherein Amazon will provide for such services to ensure the Dam’s proper function, structural integrity, and ongoing regulatory compliance through a mutually agreed approach, as provided herein; and

WHEREAS, Amazon intends to retain a qualified vendor to perform the O&M of the Dam (“O&M Vendor”), subject to the requirements provided herein.

NOW THEREFORE, in consideration of \$100.00 and the mutual covenants set forth herein and other good and valuable consideration between the parties, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

AGREEMENT

1. Purpose: The purpose of this MOU is to provide for services to the Dam to permit its proper function, structural integrity, and ongoing regulatory compliance, in accordance with the terms herein.

2. Amazon Obligations: Amazon shall provide for the following services for the Dam:

- a. **Routine Inspections:** Conduct visual and technical inspections of the Dam on a periodic, scheduled basis, or as specified by local and/or state regulations.
- b. **Cleaning and Debris Removal:** Removal of any debris, vegetation, or sediment from the spillways, intake structures, and surrounding areas of the Dam.
- c. **Structural Inspection and Maintenance:** Inspection of concrete, earthen, or other materials comprising the Dam's structure. Perform any necessary repairs, including sealing cracks, filling voids, and addressing erosion or deterioration.
- d. **Safety and Monitoring Systems:** Maintenance of safety devices such as warning signs, fencing, and monitoring instruments, including the calibration and testing of instrumentation systems (e.g., piezometers, flow gauges, etc.).
- e. **Emergency Action Plan Compliance:** Adhere and implement Dam Emergency Action Plan (“EAP”), and compliance with regulatory authorities. Participate in Louisa’s EAP Tabletop Exercise as required by local and/or state regulations. Respond and comply with EAP policies in real-time as emergency conditions are declared by local and/or state authorities. Louisa must provide the EAP to Amazon on or before mutual execution of this MOU. Amazon will immediately provide the EAP to the O&M Vendor.
- f. **DCR Operations & Maintenance Certificate:** Provide services to remain compliant with the Virginia Department of Conservation and Recreation (“DCR”) regulations, inclusive of supporting DCR periodic inspections and maintaining DCR Operations and maintenance certifications, addressing any conditions that are required for obtaining such certifications.
- g. **Annual Operations and Maintenance Plan:** Submit an annual operating plan that includes operations, maintenance, safety and improvement no later than ninety (90) days after the Effective Date which shall reoccur annually hereafter.
- h. **Prudent Business Practices:** Provide commercially reasonable efforts to maintain the Dam in a safe, operable and compliant condition.

Amazon shall perform the foregoing services in a professional and workmanlike manner, in accordance with industry standards, comply with all applicable federal, state, and local laws and regulations relating to maintenance of dams, maintain appropriate insurance coverage (and require same of the O&M Vendor), including general liability, workers' compensation, and any other insurance necessary to protect the interests of Amazon and Louisa. Notwithstanding the foregoing, the parties having acknowledged that the Dam will be out of compliance with regulatory requirements when the Dam Transfer occurs, that Amazon will, within a reasonable period of time after the Dam Transfer, undertake the necessary steps (through the O&M Vendor) to perform such actions as may be necessary to bring the Dam into regulatory compliance.

3. **Louisa Obligations:** In accordance with this MOU, Louisa agrees as follows:

a. **Access:** Louisa will provide Amazon and its agents or designees, including, but not limited to the O&M Vendor, access to the Dam and surrounding areas as necessary for Amazon to perform its duties hereunder.

b. **Services:** Louisa will provide regular operation and testing of floodgates, valves, and control mechanisms to ensure proper operation and functionality.

c. **Permits/Approvals/Licenses:** Louisa shall ensure that all required permits, licenses, or approvals necessary for the maintenance activities are obtained.

d. **Notification:** Louisa will notify Amazon of any known issues, damage, or concerns with the Dam that may require immediate attention.

e. **Documentation:** Louisa will provide any necessary documentation, such as previous maintenance records, inspection reports, and Emergency Action Plans, if within its possession, to Amazon.

4. **Term:** The MOU will become effective as of the Effective Date, but neither party shall be required to perform hereunder until the Dam Transfer is complete. This MOU will continue to be effective until the termination of this MOU in accordance with its terms. This MOU may be terminated at any time if the parties unanimously agree to terminate this MOU in writing.

5. **Default:** A party shall be in breach of this MOU if any of the following occur: (i) failure to perform any obligation under this MOU; or (ii) insolvency, bankruptcy, or receivership proceedings are initiated; or (iii) if a party becomes subject to any similar legal proceedings (each or collectively, a “Breach”). A party will be in “Default” of this MOU if the breaching party fails to cure the Breach within thirty (30) days after receipt of written notice of such failure from the non-breaching party. Upon the occurrence of a Default, the non-breaching party may choose to (i) remedy the Breach and seek reimbursement from the non-breaching party; or (ii) seek any remedies available at applicable law, except as may be limited herein.

6. **Notices:** All notices, approvals, consents, requests or demands required or permitted to be given or served by either party to this MOU will be in writing (unless otherwise expressly required), properly addressed to the addresses set forth below 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. Local Time; provided within 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 clause (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 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, 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 and a follow-up copy of such notice has also be sent pursuant to clause (b) 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.

Louisa:

Amazon:

c/o Amazon.com, Inc.
Attention: Real Estate Manager (AWS) [IAD
Northeast Creek Campus]
P.O. Box 81226
Seattle, WA 98108-1226

With a copy to:

c/o Amazon.com, Inc.
Attention: General Counsel (AWS Real
Estate)
[IAD Northeast Creek Campus]
P.O. Box 81226
Seattle, WA 98108-1226
and AWS-Legal-RE@amazon.com

7. Assignment: Except as otherwise provided herein, neither party will sell, assign, transfer, or otherwise dispose of its rights or obligations under this MOU to any other person or entity without the prior written consent of the other party (not to be unreasonably withheld or delayed), provided that a party may sell, assign, transfer, or otherwise dispose of its rights and obligations upon fourteen (14) days' prior written notice to the other party: (1) to an affiliate (an entity that is controlled by, under the control of, or under common control of a party) without notice or consent; or (2) in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction. Notwithstanding the foregoing, Amazon is permitted to assign this MOU to its successor in title to the Amazon Property. An assignee must assume all the rights and obligations of the assigning party. An assignee that requires consent under this Section must attest to its agreement to be bound by the terms of this MOU promptly after the consent has been obtained.

8. Ambiguity: In the event of any dispute between the parties concerning this MOU, the parties agree that any ambiguity in the language of this MOU is to not to be resolved against the parties, but will be given a reasonable interpretation in accordance with the plain meaning of the terms of this MOU and the intent of the parties as manifested by this MOU.

9. No Lien: Neither party may permit any lien to stand against the Dam or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed in accordance with this MOU at the direction or sufferance of Louisa or Amazon, its successor assigns. In the event of any such lien attaching to the Dam, the responsible party will immediately have such lien released, and failure by such party to do so will constitute a Breach of this MOU.

10. Dispute Resolution: In the event of a dispute, both parties will commit to initial informal negotiations, with unresolved conflicts to be addressed through the Virginia State Arbitration Board. The entire understanding will be governed by Commonwealth of Virginia laws, emphasizing a cooperative, transparent approach to critical infrastructure management.

11. Waiver of Trial by Jury: THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY.

12. Attorney's Fees: The prevailing party in any action to enforce this MOU will be entitled to receive from the other party all reasonable expenses, including legal fees and disbursements paid or incurred by the prevailing party in such action. The provisions of this Section will survive the Term or earlier termination of this MOU.

13. No Liability for Consequential or Punitive Damages. No party will be liable to the other party, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF PROFITS, INTERRUPTION OR LOSS OF BUSINESS, LOST GOODWILL, LOST REVENUE AND LOST OPPORTUNITY) ("Consequential Loss") ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS MOU. Nothing in this Section is intended to prevent, limit or exclude remedies available to the parties in a common law action for fraud. Notwithstanding the foregoing, in no event will Amazon's liability for direct damages with respect to any breach of Amazon's obligations under this MOU exceed an amount equal to the \$50,000.00.

14. Indemnification: Louisa will indemnify and hold harmless Amazon from any and all claims, damages, losses, or expenses arising from the O&M Vendor's performance of this MOU, except in cases of gross negligence or willful misconduct.

15. Disclaimer: Amazon makes no warranty, express or implied, regarding the long-term stability or future performance of the Dam.

16. Anti-Corruption. The parties will not, and will use commercially reasonable efforts to ensure that others operating on its behalf will not, pay bribes or illegal or improper payments, gifts or anything of value, solicitations, or demands to anyone in any way related to this MOU or the Dam. The parties agree to notify the other party promptly: (1) of any payment or offer to pay a bribe, and/or improper solicitation, demand or other request for a bribe, improper gift or anything of value, in each case made by any party in any way related to this MOU or the Dam; and (2) if either party (or a third party operating on its behalf) is directly or indirectly asked by any person to make or offer any payment to a government official or authority (or any other person at a government official's request or with such officials' assent or acquiescence). Either party may immediately terminate or suspend performance under this MOU if the other party breaches its obligations under this Section.

17. No Waiver: No failure or delay by one party to exercise any right it may have by reason of the Default of the other party will operate as a waiver of Default or modification of this MOU or will prevent the exercise of any right by such party while the other party continues to be so in Default.

18. Governing Law: This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, excluding its conflict of law provisions.

19. Amendments: This MOU may only be amended by written agreement signed by both parties.

20. Covenants Run with Land: This MOU, including the benefits and burdens, will run with the land and are binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Dam or Amazon Property.

21. Counterparts: Each party may deliver executed signature pages to this MOU by electronic means to the other (e.g., PDF and DocuSign), and the electronic copy will be deemed to be effective as an original. This MOU may be executed in any number of counterparts, each of which is an original and all of which together comprise the same MOU.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the Effective Date.

LOUISA:

COUNTY OF LOUISA, VIRGINIA,
a political subdivision of the Commonwealth of
Virginia

By: _____
County Administrator

Approved as to form:

Louisa County Attorney

[SIGNATURE PAGE CONTINUES NEXT PAGE]

AMAZON:

AMAZON DATA SERVICES, INC.,
a Delaware corporation

By: _____
Print Name: _____
Its: _____
Date Signed: _____

To Amazon:
c/o Amazon.com, Inc.
Attention: Real Estate Manager (AWS: IAD Northeast
Creek Campus)
410 Terry Ave N
Seattle, WA 98109

With a copy to:
c/o Amazon.com, Inc.
Attention: General Counsel (AWS Real Estate: IAD
Northeast Creek Campus)
410 Terry Ave N
Seattle, WA 98109

And via email to:
legal-us-realestate@amazon.com
Subject line: Re: IAD Northeast Creek Campus