

Terry Arps, Mayor, Trustee One
Jerrod Davis, Trustee Two
Carla Caruthers, Vice-Mayor, Trustee Three
Jeff Schwarzmeier, Trustee Four
Cindy Taylor, Trustee Five

**BOARD OF TRUSTEES FOR THE TOWN OF LUTHER
WEDNESDAY, JUNE 17, 2026, AT 7:00 P.M.
OUTSIDE OF LUTHER TOWN HALL
108 SOUTH MAIN, LUTHER, OKLAHOMA 73054**

NOTICE AND AGENDA OF SPECIAL MEETING

Official action can only be taken on items which appear on the agenda. The Trustees may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the Trustees may refer the matter to the Chairman or the Town Attorney, or back to a committee or recommending body. Under certain circumstances, items may be deferred to a specific later date or stricken from the agenda entirely.

Note: Items on the original Regular Meeting Agenda on June 9, 2026, that DID NOT relate to the Data Center Moratorium, Draft Data Center SUP Ordinance, AND SUP Design Statement/Infrastructure Agreement WILL be heard at the 5:00 P.M. Postponed/Special Meeting at the same location as this meeting.

Entrance to the meeting will be from the intersection of 1st and South Main Streets.

This meeting will be conducted in accordance with the approved Code of Conduct, approved May 12, 2026, and posted on the Town of Luther website.

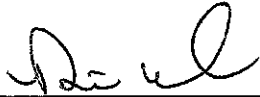
1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Determination of a quorum
6. Trustee Comments

Trustee One (Terry Arps)

7. Consideration, discussion, and possible action to approve a moratorium on the rezoning for and issuance of building permits for data center, large load users, or other large-scale industrial projects, including possible adoption of an Ordinance imposing a moratorium.
8. Consideration, discussion, and possible action to approve an ordinance amending the zoning ordinance to establish a Specific Use Permit process for data centers.
9. Consideration and discussion of an SUP Master Design Statement and Infrastructure/Site Development Agreement for Box Law Group/BLE Landholdings, LLC/Beltline Energy.

Trustee Two (Jerrod Davis)
Trustee Three (Carla Caruthers)
Trustee Four (Jeff Schwarzmeier)
Trustee Five (Cindy Harris Baker)

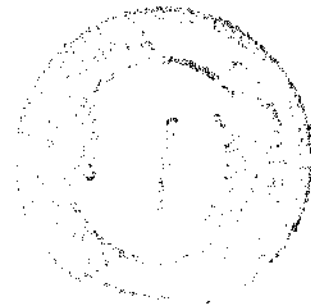
10. **Adjourn.**



Rian Harkins, Town Manager/Clerk



Agenda Posted Friday June 12, 2026, at Luther Town Hall, via MailChimp, on the website at www.townoflutherok.com and on Facebook at The Town of Luther, prior to 7:00 pm.



ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA, DECLARING A MORATORIUM UNTIL DECEMBER 31, 2026, ON THE ACCEPTANCE OF NEW APPLICATIONS FOR THE PROCESSING OF AND ISSUANCE OF REZONING REQUESTS, INCLUDING PROCESSING OF AND ISSUANCE OF SPECIFIC USE PERMITS, FOR PROPERTIES PROPOSED FOR DATA CENTER USE AND LOCATION IN THE TOWN OF LUTHER; DECLARING A MORATORIUM UNTIL SEPTEMBER 1, 2026, ON APPROVALS FOR EXISTING APPLICATIONS FOR THE PROCESSING OF AND ISSUANCE OF REZONING REQUESTS, INCLUDING SPECIFIC USE PERMITS, FOR PROPERTIES PROPOSED FOR DATA CENTER USE AND LOCATION IN THE TOWN OF LUTHER; PROVIDING FOR EFFECTIVE AND EXPIRATION DATES; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY

WHEREAS, historically, data centers in Oklahoma have been on a small scale or associated with a specific office or business use, and they did not generate the potential negative impacts that have now become associated with new, larger-scale data centers; and

WHEREAS, large-scale data centers can cause potential issues related to water usage, electrical usage, noise, heat, air quality, infrastructure issues, and various other potential impacts; and

WHEREAS, the Town is in the process of reviewing the zoning use classifications, including the addition of a use unit for data centers and battery storage systems and associated components and regulations thereto; and

WHEREAS, as part of the approval process of revisions to the Zoning Code to address data centers, the holding of public hearings and adoption of amendments related to data centers are critical and an emergency exists that requires the declaration of a temporary moratorium on the acceptance of applications for the processing of and issuance of all rezoning requests and permits, including building permits, for the construction on or use of property for new or expanded data centers; and

WHEREAS, the declaration of a temporary moratorium will allow the Board of Trustees time to evaluate the full scope of the potential impacts of data centers and to determine the appropriate regulations to be applied to data centers.

NOW, THEREFORE, BE IT ORDAINED BY THE TRUSTEES OF THE TOWN OF LUTHER, AS FOLLOWS:

SECTION I. A Moratorium until December 31, 2026, is hereby declared on the acceptance of new applications for processing of and issuance of rezoning requests, including processing of and issuance of Specific Use Permits, for properties proposed for data center use and location in the Town of Luther. No application for such a rezoning or a Specific Use Permit

for properties proposed for data center use shall be accepted or processed by the Town of Luther during the term of this Moratorium.

SECTION II. Any firm, person or business entity aggrieved by any determination made by the Town Manager under the terms of Section I of this Ordinance may appeal such determination to the Board of Trustees within ten (10) days of the denial of acceptance of the application. The Board of Adjustment is hereby authorized to grant variances from the terms of this Ordinance to relieve an unnecessary hardship, provided the purpose and intent of the Ordinance is met.

SECTION III. A Moratorium until September 1, 2026, is hereby declared on the approval of existing applications for rezoning requests, including processing of and issuance of Specific Use Permits, for properties proposed for data center use and location in the Town of Luther. No approval for such a rezoning or a Specific Use Permit for properties proposed for data center use shall be approved by the Town of Luther or issued by the Town of Luther during the term of this Moratorium.

SECTION IV. The Board of Adjustment is hereby authorized to grant variances from the terms of Section III of this Ordinance to relieve an unnecessary hardship, provided the purpose and intent of the Ordinance is met.

SECTION V. The Moratorium shall become effective immediately upon its adoption, and shall remain in full force and effect until December 31, 2025, at 5:00 p.m. for new applications as set forth in Section I and until September 1, 2026, for existing applications as set forth in Section III, after which it shall automatically expire and be null and void; provided that, the expiration date of the Moratorium may be modified by the enactment of a subsequent ordinance of the Town of Luther Board of Trustees.

SECTION VI. If any part or parts of this ordinance are deemed unconstitutional, invalid, or ineffective, the remaining portion shall not be affected, but shall remain in full force and effect.

SECTION VII. All ordinances in conflict herewith are hereby repealed.

SECTION VIII. It being immediately necessary for the preservation of the public peace, health, safety, and welfare of the Town of Luther and the inhabitants thereof that this ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED and the Emergency Clause ruled upon separately this 17th day of June, 2026.

MAYOR WILLIAM TERRY ARPS

ATTEST:

Town Clerk

Approved as to form and legality:

Town Attorney

ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA, ADDING ARTICLE G. "SPECIFIC USE PERMITS FOR DATA CENTERS," AND SPECIFICALLY ADDING SECTION 12-260, "PURPOSE;" ADDING SECTION 12-261, "DEFINITION OF DATA CENTER;" ADDING SECTION 12-262, "SPECIFIC USE PERMIT REQUIRED;" ADDING SECTION 12-263, "REVIEW CRITERIA;" ADDING SECTION 12-264, "CONDITIONS OF APPROVAL;" ADDING SECTION 12-265, "APPLICATION REQUIREMENTS;" PROVIDING FOR SEVERABILITY; REPEALING ALL OTHER ORDINANCES TO THE CONTRARY; AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE TRUSTEES OF THE TOWN OF LUTHER, AS FOLLOWS:

SECTION I. Section 12-260 of the Code of Ordinances of the Town of Luther, Oklahoma, is hereby added to read as follows:

SECTION 12-260 PURPOSE

The Board of Trustees finds that data centers can create substantial impacts related to electricity demand, water use, traffic, noise, lighting, building scale, and compatibility with surrounding land uses. The purpose of this ordinance is to ensure that data centers are reviewed through a specific use permit process so that the Town may evaluate site-specific impacts before approval. The Town has a special use approach for data centers in agriculture and industrial zoning to provide safeguards and compatibility review.

SECTION II. Section 12-261 of the Code of Ordinances of the Town of Luther, Oklahoma, is hereby added to read as follows:

SECTION 12-261 DEFINITION OF DATA CENTER

Data Center means a facility used primarily for the storage, management, processing, and dissemination of digital data. A data center includes computer systems, servers, networking equipment, backup power systems, cooling systems, fire suppression systems, and related support infrastructure. The term *Data Center* does not include customer-facing retail operations.

SECTION III. Section 12-262 of the Code of Ordinances of the Town of Luther, Oklahoma, is hereby added to read as follows:

SECTION 12-262 SPECIFIC USE PERMIT REQUIRED

Data center shall be permitted only by specific use permit in ~~the following zoning districts:~~ Agricultural zoning districts and Industrial zoning districts. No data center shall be constructed, expanded, or operated in those districts unless a specific use permit is first approved by the Board of Trustees following recommendation from the Planning Commission.

SECTION IV. Section 12-263 of the Code of Ordinances of the Town of Luther, Oklahoma, is hereby added to read as follows:

SECTION 12-263 REVIEW CRITERIA

In considering an application for a specific use permit for a data center, the Town Board of Trustees may consider whether the proposal:

- a. Is consistent with the Town's comprehensive plan and zoning intent;
- b. Is compatible with surrounding uses;
- c. Adequately addresses access, traffic, and emergency response;
- d. Adequately addresses electric service, backup generation, water demand, drainage, and utility capacity;
- e. Minimizes adverse noise, lighting, visual, and environmental impacts;
- f. Provides sufficient setbacks, screening, and landscaping; and
- g. Meets all other applicable local, state, and federal regulations.

SECTION V. Section 12-264 of the Code of Ordinances of the Town of Luther, Oklahoma, is hereby added to read as follows:

SECTION 12-264 CONDITIONS OF APPROVAL

The Board of Trustees may impose reasonable conditions on approval to mitigate impacts, including, but not limited to:

- a. Limits on building placement, height, and massing;
- b. Screening, buffering, and landscaping requirements;
- c. Restrictions on outdoor storage;
- d. Noise and lighting controls;
- e. Limits on generator testing hours;
- f. Traffic management and access requirements;
- g. Water conservation or reuse measures; and
- h. Decommissioning, abandonment, or site restoration conditions.

SECTION VI. Section 12-265 of the Code of Ordinances of the Town of Luther, Oklahoma, is hereby added to read as follows:

SECTION 12-265 APPLICATION REQUIREMENTS

An applicant for a data center specific use permit shall submit, at a minimum:

- a. A site plan;
- b. A description of the proposed operations;
- c. A utility impact statement;
- d. Traffic and access information;
- e. A drainage and stormwater plan;

- f. A noise and lighting mitigation plan; and
- g. Any other information requested by Town staff to evaluate compatibility and public welfare.

SECTION VII. If any part or parts of this ordinance are deemed unconstitutional, invalid, or ineffective, the remaining portion shall not be affected, but shall remain in full force and effect.

SECTION VIII. All ordinances in conflict herewith are hereby repealed.

SECTION IX. It being immediately necessary for the preservation of the public peace, health, safety, and welfare of the Town of Luther and the inhabitants thereof that this ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED and the Emergency Clause ruled upon separately this 17th day of June, 2026.

MAYOR WILLIAM TERRY ARPS

ATTEST:

Town Clerk

Approved as to form and legality:

Town Attorney

THE TOWN OF LUTHER
SPECIFIC USE PERMIT
SUP MASTER DESIGN STATEMENT
FOR
BLE Landholdings, LLC

June 2, 2026

PREPARED FOR:

BLE Landholdings, LLC
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404-965-2722 Phone
ryan@beltlineenergy.com
charles@beltlineenergy.com
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SECTION 1.0 INTRODUCTION

The Special Use Permit (SUP) of BLE Landholdings, LLC, consisting of approximately 320 acres, is located within the East Half (E/2) of Section Seventeen (17), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma.

SECTION 2.0 LEGAL DESCRIPTION

The legal description of the property comprising this SUP is described in Exhibit A, attached, and is made a part of this SUP Master Design Statement.

SECTION 3.0 OWNER/DEVELOPER

The developer of this property is BLE Landholdings, LLC (the “Developer”). This Specific Use Permit may be transferred to a subsequent property owner, successor, or assigns without City approval and shall not run with the Applicant so long as each and every condition of this SUP is met. The property owners are as follows:

Wesley & Lisa Boydston, JBHCW Trust

SECTION 4.0 SITE AND SURROUNDING AREA

The subject property is presently zoned under A-1, Agricultural District. Surrounding properties are zoned for:

North: Oklahoma County.
East: A-1 Agricultural.
South: A-1 Agricultural.
West: I Industrial and A-1 Agricultural.

The relationship between the proposed use of this parcel and the above adjoining land uses is compatible. The proposed use of this property is in harmony with the surrounding zoning.

SECTION 5.0PHYSICAL CHARACTERISTICS

The property is currently undeveloped.

SECTION 6.0CONCEPT

The concept for this SUP is to change the existing base zoning to allow with additional provisions development of a data center, further defined as a facility or facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems, associated components, and supporting infrastructure, including but not limited to telecommunications and storage systems, cooling systems, power supplies and systems for managing electrical and mechanical performance and equipment used for the transformation, transmission, distribution and management of electricity for on-site uses, electrical substations, battery energy storage systems (“BESS”), backup generation systems, internet-related equipment, data communications connections, private communication towers, environmental controls and security devices (collectively a “Data Center”).

SECTION 7.0 SERVICE AVAILABILITY

7.1 STREETS

The nearest street to the north is E Coffee Creek Rd. The nearest street to the east is N. Luther Rd. The nearest street to the south is NE 206th St. The nearest street to the west is N Triple X Rd.

7.2 SANITARY SEWER

Facilities will require sewer service to meet domestic sanitary needs. The domestic sanitary sewer needs associated with this section shall not include the use of wastewater for cooling of the facilities.

7.3 WATER

Facilities shall require potable water to meet domestic, landscaping and fire protection needs. Potable water supply shall not be used for cooling of the facilities. Private wells shall not be utilized for cooling needs of the project. Developer and City of Oklahoma City may enter into one or more Utility Agreement(s), which will allow the Project to use City of Oklahoma City waste water (grey water) to cool facilities on the Project site. It is contemplated that the wastewater would be purchased and returned to the City of Oklahoma City via a separate Utility Agreement. All grey water used, purchased or returned to the City of Oklahoma City will be as set forth in a separate negotiated Utility Agreement with the City of Oklahoma City. The City of Oklahoma City Utility Agreement will call out the required quality of the grey water purchased and returned to comply with all Oklahoma Department of Environmental Quality laws and regulations.

7.4 FIRE PROTECTION

The nearest fire station to this property is the Luther Fire Department located at 110 S Ash St, Luther, OK 73054. It is approximately 2 miles from this SUP development.

7.5GAS, ELECTRICAL, AND TELEPHONE SERVICE

Proper coordination with the various utility companies will be made in conjunction with this development.

7.6 PUBLIC TRANSPORTATION

Public Transportation is currently unavailable adjacent to this site.

7.7 DRAINAGE

The property within this Specific Use Permit is not within a FEMA flood plain. All stormwater generated on the Property will be designed to comply with Chapter 4, Section 12-401 et seq., of the Town of Luther Code of Ordinances.

7.8COMPREHENSIVE PLAN

The Land Use Plan projects this parcel to be in the rural estate land use topology area.

SECTION 8.0SPECIAL DEVELOPMENT REGULATIONS

The following Special Development Regulations and/or limitations are placed upon the development of the SUP. Planning and zoning regulations will be those, which are in effect at the time of development of this SUP, provided, however, that the density and or intensity of the SUP shall not be increased. Development is when a permit is issued for any construction or addition to any structure on a development tract. Certain zoning districts are referred to as a part of the Special Development Regulations of this SUP. For purposes of interpretation of these Special Development Regulations, the operative and controlling language and regulations shall be the language and regulations contained herein. In the event of conflict between provisions of this SUP and any of the provisions of the Code in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this SUP, the provisions of this SUP shall prevail and be controlling. provided however, that in the event of a conflict between the Special Use and Development Regulations specifically negotiated as a part of this SUP and the provisions of the Code in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this SUP, such Special Use and Development Regulations of this SUP shall prevail and be controlling. All health, safety, and fire regulations shall meet Code requirements.

8.1.....USE AND DEVELOPMENT REGULATIONS

The use and development regulations of the I District, Industrial and Manufacturing shall govern this SUP, except as herein modified.

All uses within the I District shall be permitted within this SUP. In addition, a Data Center, defined above, and accessory uses shall be permitted.

9.0.....SPECIAL CONDITIONS

The following special conditions shall be made a part of this SUP:

Operational noise limits shall not exceed 65 dBA at the property line. This does not take into account background noise levels from outside of this parcel.

Cooling Towers and Backup Power Generation.

- a. Cooling Towers and Backup Power Generators shall not be located within any setbacks, as defined in Section 9.14.
- b. Generators shall be enclosed within non-reflective, sound-attenuated housing.
- c. Generator testing is only allowed Monday through Friday, from 10:00 a.m. to 4:00 p.m., except in the case of emergencies.
- d. All systems must be reviewed and permitted by the Town of Luther, including the Fire Department, and comply with all environmental statutes and codes.

Maximum lot coverage including all buildings and paving shall not exceed 75% of SUP area.

9.1.....FACADE REGULATIONS

Exterior building wall finish on all structures shall consist of a minimum 70% brick veneer, masonry, rock, stone, stucco, architectural metal, pre-cast concrete, or other similar type finish. No more than 30% EIFS (Exterior Insulation Finish System) shall be permitted.

The façade of any building visible from the property line along NE 206th St. and E Coffee Creek Rd shall have changes in wall plane, material, pattern, texture, or color, decorative metal or masonry panels, and changes in wall height.

9.2 LANDSCAPING REGULATIONS

- A. The landscaping along property frontage facing NE 206th St. and E Coffee Creek Rd shall include a 50-foot-wide landscape buffer as follows:
 - a. Exception – Frontage with the following conditions shall not require buffer plantings:
 - i. Where existing wooded area at least 50’ in width is preserved.
 - ii. Within 40 lineal feet of high voltage overhead electric transmission lines.
 - b. For each 25 lineal feet of frontage or fraction thereof 1 large tree shall be planted within the buffer.
 - i. Large trees shall be capable of reaching a minimum height of 50’ at maturity.
 - ii. Large Deciduous Trees shall be capable of reaching a minimum canopy spread of 50’ at maturity.
 - iii. A minimum of 25% of large trees shall be evergreen. A minimum of 25% of large trees shall be deciduous.
 - c. For each 30 lineal feet of frontage or fraction thereof 1 medium tree shall be planted within the buffer.
 - i. Medium trees shall be capable of reaching a minimum height of 25’ at maturity.
 - ii. A minimum of 25% of medium trees shall be deciduous.
 - d. For each 10 lineal feet of frontage or fraction thereof three shrubs shall be planted within the buffer.
 - i. A minimum of 25% of shrubs shall be capable of reaching a height of 12’ or taller at maturity.
 - e. Deciduous trees shall be 2” caliper or larger and evergreen trees shall be 7-8’ height or taller at time of planting.
 - i. Up to 50% of required trees may be planted with smaller nursery stock at a 3:2 Ratio.
 - 1. Three 1” caliper deciduous trees may be planted in place of two 2” caliper deciduous trees.

2. Three 5-6' height evergreen trees may be planted in place of two 7-8' evergreen trees.
- f. Shrubs shall be 3-gallon container size or larger at time of planting.
 - i. Up to 75% of required shrubs may be planted with smaller nursery stock at a 2:1 ratio.
 1. Two 1 gallon or larger shrubs may be planted in place of one 3-gallon shrub.
 - ii. The 25% minimum required 12' at maturity shrubs may not be smaller than 3 gallons at time of planting.
 - g. Plantings shall be densely focused along the property line to maximize visual screening effect.
- B. The landscaping for the remaining perimeter, except for that portion of the Site that adjoins the Redbud Power Facility parcel, shall include a 30-foot landscaped buffer and staggered rows of evergreen trees that at maturity shall reach at least six (6) feet in height. This landscape buffer requirement may be fulfilled by the preservation of established woodland on site. Additional security fencing/screening may be placed adjacent or nearer to the buildings as necessary at the discretion of the Developer. Landscaping shall include low-water, low-maintenance native plantings
- C. Landscaping shall be regularly maintained and dead or damaged plants or trees must be removed within forty-five (45) days of notification.

9.3 LIGHTING REGULATIONS

Lighting for the Project shall be adequate to illuminate the Site for safety and security while minimizing light spillover, glare and skyglow. All exterior lighting shall be pointed towards Developer's buildings and infrastructure and shielded from adjacent land uses. All exterior lighting must be full cut-off, downcast and dark-sky compliant, with LED lights 3000K or lower in color temperature. The maximum pole height is 20 feet. Developer shall submit a photometric plan showing foot-candle levels with any application with the Town for construction. Lighting must not exceed 1 foot-candle levels for any property line not along NE 206th St. Lighting for mechanical or service areas must be fully screened from public view. Fully shielded fixtures shall be used for outdoor and security lighting, which shall be aimed away from streets and residentially zoned and used properties.

9.4 SCREENING REGULATIONS

Rooftop and ground-level mechanical equipment must be fully screened from NE 206th St. and E Coffee Creek Rd using architectural elements or dense vegetation.

Chain link, barbed and razor wire is prohibited along frontages. Vinyl coated chain link, decorative metal, masonry, or green-screened fencing shall be permitted.

All mounted cameras must be unobtrusive and coordinated with the fence or lighting design. No visible cabling or industrial conduit on frontages.

9.5 PLATTING REGULATIONS

Platting shall be required in accordance with applicable Code requirements.

9.6 DRAINAGE REGULATIONS

Development of this parcel will comply with Chapter 4 Flood Damage Prevention of the Town of Luther Code. Any additional drainage requirements will be through recognized standards and shall be expressly subject to review and approval of the Town Engineer.

9.7 DUMPSTER REGULATIONS

Dumpsters shall be located within an area screened by a fence or masonry wall of sufficient height that screens the dumpster from public streets and residences and shall be placed no closer than 50 feet from all property lines adjacent to residential zoning district or use.

9.8 ACCESS REGULATIONS

Access may be taken from NE 206th St. and E Coffee Creek Rd.

9.9 PARKING REGULATIONS

Two parking spaces shall be required per 1,000 square feet of office area, except that no more than 180 parking spaces shall be required, with at least one (1) ADA-accessible parking space for every 25 total spaces. Parking areas shall include one (1) shade tree per eight (8) parking spaces.

9.10 SIGNAGE REGULATIONS

The signage regulations shall be in accordance with the base zoning district.

9.11 ROOFING REGULATIONS

All structures within this SUP shall have Class C roofing or better.

9.12 SIDEWALK REGULATIONS

Sidewalks shall not be required within this SUP.

9.13 HEIGHT REGULATIONS

The height of any building shall not exceed eighty-five (85) feet as measured to the roofline. Rooftop equipment shall be permitted and screened in accordance with Section 9.4. Towers that are accessory to the Project shall not exceed 150 feet in height and shall not be located within 200 feet of any property boundary.

9.14 SETBACK REGULATIONS

All buildings shall be set back a minimum of fifty (50) feet from all property lines. Provided that, buildings shall be set back a minimum of one hundred (100) feet from NE 206th St and E Coffee Creek Rd.

9.15 PUBLIC IMPROVEMENTS

On-site improvements shall comply with all applicable Local ordinances and State and Federal law.

9.16 COMMON AREAS

Maintenance of the common areas in the development shall be the responsibility of the property owner. No structures, storage of material, grading, fill, or other obstructions, including fences, either temporary or permanent, that shall cause a blockage of flow or an adverse effect on the functioning of the storm water facility, shall be placed within the common areas intended for the use of conveyance of storm water, and/or drainage easements.

9.17 DECOMMISSIONING

Prior to issuance of the Certificate of Occupancy, the Developer shall submit a Decommissioning Plan describing general procedures for securing, de-energizing, and removing equipment that may pose public safety or environmental risks if data center operations at the Project are abandoned. The Plan shall be conceptual in nature. Provided that, the holder of this SUP shall be required to comply with all applicable laws in effect at the time of decommissioning. For purposes of this Agreement, 'Abandonment' shall mean the Facility remaining non-operational and unoccupied for a period of not less than twenty-four (24) consecutive months, excluding periods of temporary shutdown for maintenance, upgrades, or market-driven operational pauses. Nothing herein shall obligate Developer to demolish improvements, remove all structures, or restore the Property to a specific use or condition, provided that the Property remains in compliance with applicable laws and does not create a public safety hazard.

10.0 DEVELOPMENT SEQUENCE

Developmental phasing shall be allowed as a part of the development of this SUP. Town of Luther Code of Ordinances Section 12-251 Section F shall not apply to this SUP.

Operations and orderly progress toward completion of construction shall be satisfied by any of the following:

- a. Application for building permits
- b. Engagement for extension of public infrastructure
- c. Extension of public infrastructure
- d. Updates with Town on Construction Timeframes
- e. Engagement with Town on design, engineering, and permitting
- f. Procurement of materials

- g. Engagement with Town for improvements to the town water and sewer systems to serve the project
- h. Payment of any fees or related costs to upgrades and improvements to the town water and sewer systems to serve the project
- i. Engagement with the appropriate provider of power for engineering and design
- j. Execution of a contract for power with the appropriate provider

11.0 EXHIBITS

The following exhibits are hereby attached and incorporated into this SUP. These exhibits are:

Exhibit A - Legal Description

Exhibit B - Conceptual Site Plan: The site plan included herein is conceptual. Final plans shall be submitted with a building permit and shall be administratively approved so long as such final plans adhere to the provisions of this SUP.

Exhibit C - Preliminary Landscaping Plan

EXHIBIT A

Town of Luther Parcel Legal Descriptions:

Wesley L. Boydston and Lisa Anne Boydston – Parcel # 4066264175000

Legal Description:

The West Half (W/2) of the Southeast Quarter (SE/4) of Section Seventeen (17), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma.

JBHCW Trust – Parcel # 4065264171010; 4065264171000; 4066264175010

Legal Description:

The West Half (W/2) of the Northeast Quarter (NE/4) of Section Seventeen (17), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma, according to the recorded plat thereof.

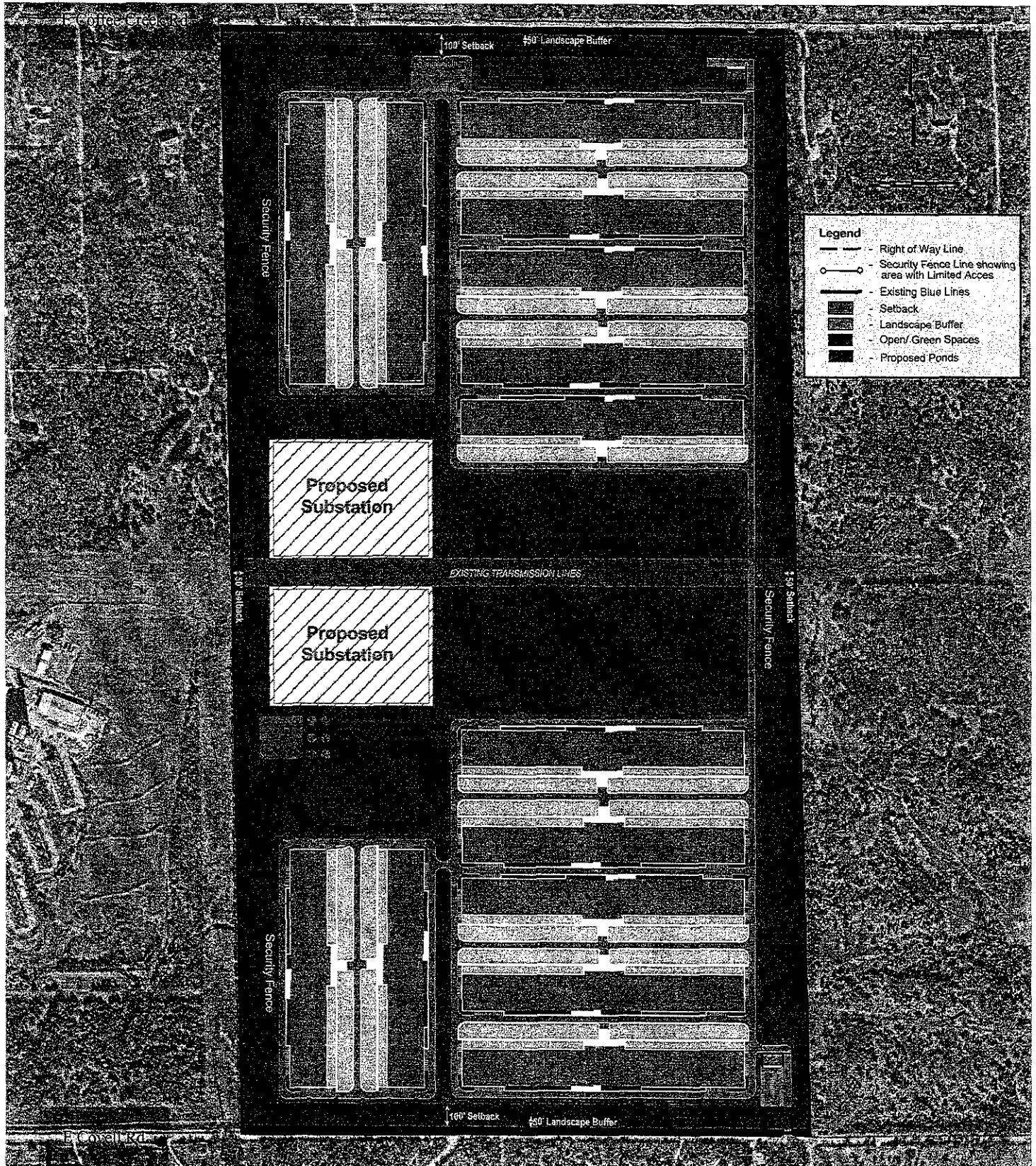
AND

The East Half (E/2) of the Northeast Quarter (NE/4) of Section Seventeen (17), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma, according to the recorded plat thereof.

AND

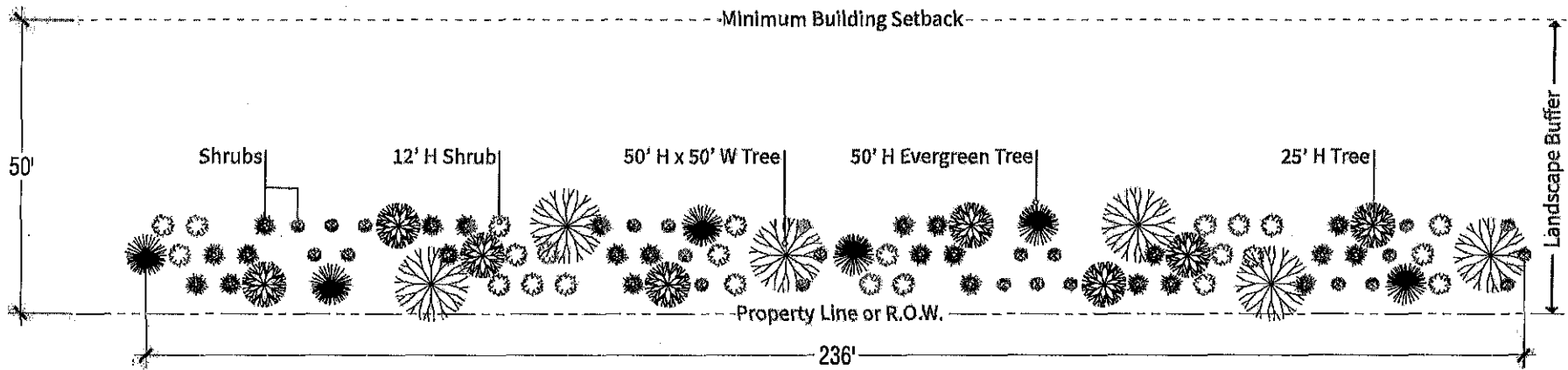
The East Half (E/2) of the Southeast Quarter (SE/4) of Section Seventeen (17), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma, according to the recorded plat thereof.

EXHIBIT B CONCEPTUAL SITE PLAN





ELEVATION



PLAN

INFRASTRUCTURE AND SITE DEVELOPMENT AGREEMENT

THIS **INFRASTRUCTURE AND SITE DEVELOPMENT AGREEMENT** (The “Agreement”) is made this _____ day of _____, 2026 (the “Effective Date”), by and between the Luther Public Works Authority, an Oklahoma Public Trust of which the Town of Luther is the sole beneficiary (the “LPWA”) and BLE Landholdings, LLC, a Georgia limited liability company (“BELTLINE”) or any of its assigns. BELTLINE and LPWA are referred to herein collectively as the “Parties” and individually as a “Party.”

WHEREAS, BELTLINE uses the technical expertise of its representatives and partners, strong local relationships and focused project due diligence in order to develop, build and own quality energy and data center projects; and

WHEREAS, data centers serve as the backbone of the digital economy, support cloud computing, artificial intelligence, and various online services; and

WHEREAS, data centers expand the tax base of the local cities, towns and counties through franchise fees, *ad valorem* taxes, sales and use taxes, and vendor contributions; and

WHEREAS, BELTLINE is interested in developing data center operations in the Town of Luther and approached representatives of the Town of Luther (the “Town,” which term, when used in such context, shall also mean the geographical area of the Town limits) about building a new data center campus (the “Proposed Project”) to be owned by BELTLINE or another party experienced in owning and/or developing and operating data centers; and

WHEREAS, the Proposed Project would be located generally north of NE 206th Street and east of the Oklahoma Gas and Electric Company property which is immediately east of North Triple XXX Road in the Town (the “Subject Property”); and

WHEREAS, the Proposed Project anticipates employment of an estimated 420 full-time equivalent employees within the first five (5) years of commencement of its operations in the Town, such estimate being preliminary and subject to modification based on the final design, development, ownership and operation of the Proposed Project; and

WHEREAS, BELTLINE will construct or cause to be constructed the Proposed Project and related infrastructure at its sole cost and expense and will ensure that the Proposed Project and related infrastructure is constructed in a first-rate manner in such a way as to ensure compliance with all applicable state, federal, county and Town laws, regulations, ordinances, and codes (collectively, “Applicable Laws”); and

WHEREAS, the Parties specifically agree that this Agreement is expressly contingent upon (a) approval of a Specific Use Permit application by the Town Board of Trustees for the Project (the “SUP”), and (b) the BELTLINE’s closing on the purchase of the Subject Property; and

WHEREAS, the Trustees of the LPWA recognize that this Proposed Project and its subsequent operations could reasonably be expected to provide direct economic benefits within and near the Town, which may be achieved through retaining and increasing Town sales tax receipts, increasing utility franchise fees, increasing water and sewer revenue, increasing *ad valorem* tax revenues derived by the Town, Oklahoma County, the Luther Public School District, and other local and governmental entities, within the Town and otherwise contributing significantly to the economic well-being of the citizens and residents within and near the Town, as well as secondary and tertiary economic benefits throughout construction and operations of the Proposed Project; and

WHEREAS, the Trustees of the LPWA have also determined that it is necessary to ensure that construction and operation of the Proposed Project and related infrastructure only occur after the completion of assessments, design in accordance with recognized standards, and evaluation of water, electric, gas and broadband availability, as well as the discharge of stormwater and wastewater; and

WHEREAS, the LPWA was created under a certain Trust Indenture dated July 21, 1967, as a public trust for the use and benefit of its sole beneficiary, the Town, under authority of and pursuant to Title 60, Oklahoma Statutes, §§176, et seq., and as amended on February 17, 2025; and

WHEREAS, the Trustees of the LPWA deem it appropriate to approve the execution and delivery of this Agreement and in providing for the implementation of the Proposed Project and the development of the Subject Property and determine that such actions are in the best interests of the Town and the health, safety and welfare of the Town and residents within and near the Town.

NOW, THEREFORE, in consideration of the promises and the mutual terms, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, BELTLINE and the LPWA covenant and agree as follows:

ARTICLE I - NATURE OF THIS AGREEMENT

1.1 **Scope of the Project.** The Proposed Project shall be designed, developed, constructed and landscaped in conformity with the terms of an SUP approved by the Town Board of Trustees and LPWA Board of Trustees and all Applicable Laws (including, without limitation, Oklahoma state statute, Oklahoma Department of Environmental Quality regulations and requirements, the International Building Code, Town Building and Land Subdivision Codes, and established engineering design standards). For purposes of this Agreement, (a) the term “Data Center” is defined as a facility or facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems, associated components, and supporting infrastructure, including, but not limited to, telecommunications and storage systems, cooling systems, power supplies and systems for managing electrical and mechanical performance and equipment used for the transformation, transmission, distribution and management of electricity for on-site uses, electrical substations, battery energy storage systems, backup generation systems, internet-related equipment, data communications connections, private communication

towers, environmental controls and security devices, and (b) the term "Intended Purpose" means a Data Center.

1.2 Relationship of the Parties. The undertakings of the Parties under this Agreement require the mutual cooperation of the Parties and their timely actions on matters appropriate and/or necessary to fully implement the provisions hereof. The Parties agree to exercise diligent, commercially reasonable best and good faith efforts in performing and assisting one another, and requisite third parties, in performing their respective obligations under and/or relating to this Agreement.

1.3 Identification of the Subject Property. BELTLINE is under contract to purchase the Subject Property, which is approximately 320 acres of land generally located north of East Covell Road and east of the Oklahoma Gas and Electric Company property which is immediately east of North Triple XXX Road in the Town and legally described as:

The West Half (W/2) of the Southeast Quarter (SE/4) of Section Seventeen (17), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma.

The West Half (W/2) of the Northeast Quarter (NE/4) of Section Seventeen (17), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma.

The East Half (E/2) of the Southeast Quarter (SE/4) of Section Seventeen (17), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma.

The East Half (E/2) of the Northeast Quarter (NE/4) of Section Seventeen (17), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma.

1.4 Failure to acquire the Subject Property. If BELTLINE does not acquire the Subject Property, this Agreement shall terminate and be of no further effect.

ARTICLE II – ZONING AND PLATTING

2.1 Zoning. The Subject Property is currently located within the corporate limits of the Town. BELTLINE agrees and acknowledges that the Subject Property will need zoning approval in accordance with Oklahoma state statutes and the Town of Luther Code of Ordinances. Should the SUP application of BELTLINE be denied, this Agreement shall terminate and be of no further effect. If the SUP application of Beltline is approved by the Town Board of Trustees, this Agreement shall remain in effect until BELTLINE receives its initial applicable building permit from the Town in accordance with the SUP. This Agreement shall remain in effect until the certificate of occupancy for the first building is issued.

2.2 Platting. Platting shall be required in accordance with applicable Code requirements.

2.3 Application for Rezoning. BELTLINE agrees to submit an Application for rezoning or the SUP. The Application shall include the following:

- a. A project description, including the list of owners and/or developers with contact information for the developers, including e-mail addresses;
- b. Information on accessible utilities and street access;
- c. A description of Proposed Project scheduling phasing and development;
- d. A conceptual site plan which shows building lines, street locations, access, driveways, parking, and other relevant information, with the final site plan to be submitted with a building permit application; and
- e. The planned location of onsite detention facilities, with the final location of onsite detention facilities to be submitted with a building permit application.

ARTICLE III – TESTING, STUDIES AND SERVICE AGREEMENTS

3.1 Preliminary Site Feasibility Study. BELTLINE shall prepare or cause to be prepared a preliminary site feasibility study or memorandum for the Proposed Project, which may consist of one or more memoranda, exhibits, maps, letters, summaries, or other preliminary materials prepared by BELTLINE’s engineers, consultants, utility providers, or other appropriate third parties.

The Preliminary Site Feasibility Study is intended to provide the Town and LPWA with sufficient preliminary information to confirm that BELTLINE has evaluated, at a planning level, the anticipated utility, drainage, power, and environmental considerations associated with the Intended Purpose before the public hearing on the SUP before the Planning Commission. The Preliminary Site Feasibility Study shall be for planning, zoning, and coordination purposes only and shall not constitute final engineering design, permit-level analysis, construction documents, or a binding commitment as to final utility demands, routing, costs, infrastructure requirements, environmental mitigation, or project design.

The Preliminary Site Feasibility Study may be prepared using readily available project information, reasonable engineering assumptions, conceptual site planning, publicly available records, published utility rates or rate assumptions, existing utility information, provider correspondence, and other information reasonably available at the time of preparation. Unless otherwise required by applicable law, the Preliminary Site Feasibility Study shall not require final design, detailed hydraulic modeling, detailed hydrologic modeling, survey work, third-party pricing, sealed construction drawings, permit-level engineering, or final utility provider agreements.

The Preliminary Site Feasibility Study shall address, at a high level, the following matters:

- a. Potable Water. The estimated potable water demand for the Intended Purpose, the anticipated source or sources of potable water supply, a conceptual routing plan, anticipated usage fees or rate assumptions, minimum supply requirements, and order-of-magnitude capital improvement costs for potable water supply, if any.

b. Sanitary Sewer. The estimated sanitary sewer discharge associated with the Intended Purpose, the anticipated point or points of connection or service, a conceptual routing plan, anticipated usage fees or rate assumptions, minimum service requirements, and order-of-magnitude capital improvement costs for sanitary sewer service, if any.

c. Stormwater and Drainage. A preliminary stormwater and drainage review based on conceptual site information, existing topographic or publicly available drainage information, and reasonable engineering assumptions.

d. Power. Preliminary confirmation that BELTLINE has considered anticipated electric power service needs for the Proposed Project. Final electric power service requirements shall be coordinated by BELTLINE with the applicable utility as the Proposed Project proceeds through design, permitting, utility coordination, and construction.

e. Environmental Review. A preliminary environmental review or screening of the Property based on readily available records, publicly available information, existing reports, site information, and reasonable consultant review. The preliminary environmental review shall be intended to identify, at a high level, known or reasonably apparent environmental conditions relevant to the Intended Purpose.

The Preliminary Site Feasibility Study shall be provided to the Town and LPWA before the public hearing on the SUP before the Planning Commission. Receipt of the Preliminary Site Feasibility Study shall satisfy BELTLINE's obligation to provide preliminary utility, drainage, power, and environmental information before the SUP hearing. All information contained in the Preliminary Site Feasibility Study shall be preliminary and subject to refinement as the Proposed Project proceeds through design, permitting, utility coordination, provider negotiations, and construction planning.

Following receipt of the Preliminary Site Feasibility Study, LPWA shall provide BELTLINE with a "will serve" letter with respect to potable water service to be provided by the Town, subject to applicable Town and LPWA requirements and the assumptions, conditions, and limitations identified in the Preliminary Site Feasibility Study.

With respect to any water supply required for cooling operations of the Proposed Project, such water shall not be potable water. If treated wastewater is contemplated for cooling operations, BELTLINE shall enter into a water supply agreement with an entity other than the Town for use of treated wastewater for such cooling operations. Any such water supply agreement shall be provided to LPWA when BELTLINE proceeds with building permits, unless treated wastewater for cooling operations of the Intended Purpose is not contemplated.

3.2 Permitting-Phase Studies and Final Approvals. BELTLINE shall complete or cause to be completed any final engineering studies, utility designs, stormwater reports, drainage analyses, environmental reports, utility provider agreements, construction plans, permits, and other technical materials required by applicable law, applicable utility provider requirements, or the Town's generally applicable permitting requirements at the time BELTLINE proceeds with

platting, site plan approval, building permits, civil construction permits, or other applicable project approvals.

Nothing in the Preliminary Site Feasibility Study shall limit the Town's ability to review final plans and permit applications for compliance with applicable laws, ordinances, engineering standards, and permitting requirements, and nothing in the Preliminary Site Feasibility Study shall require BELTLINE to complete final design, permit-level engineering, or final utility provider agreements before approval of the SUP.

ARTICLE IV – PUBLIC INFORMATION

4.1 Maintenance of a Public Website. BELTLINE shall create and maintain a public website explaining the general scope of the Proposed Project.

4.2 Informational Public Meeting. Prior to the Effective Date, in addition to the public meetings required for approval of the Preliminary Plat, the Final Plat, and Rezoning, BELTLINE agrees to have at least one (1) Informational Public Meeting. This Meeting shall be held at a time and place convenient to the public with advance notice of no less than one (1) week. The Public Informational Meeting shall be held prior to Public Hearing on the SUP before the Planning Commission.

ARTICLE V– SITE DESIGN STANDARDS AND INSPECTIONS

5.1 Site Design Standards. BELTLINE agrees to comply with all site design standards set forth in the SUP.

5.2 Inspections. The LPWA may retain an experienced inspector to ensure that the development, construction, and design of the Subject Property and the Proposed Project are in compliance with Applicable Laws. BELTLINE agrees to comply with the direction of all inspectors retained by the Town as necessary to ensure compliance with Applicable Laws. At the request of BELTLINE, with the approval of LPWA, BELTLINE may employ, at its sole cost and expense, an experienced third-party inspector in place of the LPWA inspector for the purpose of ensuring compliance.

ARTICLE VI – INDEMNIFICATION AND INSURANCE

6.1 Indemnification. BELTLINE shall indemnify and hold harmless the LPWA for any liability arising out of or related to BELTLINE'S negligent acts or omissions with regard to this Agreement and the obligations of BELTLINE stated herein, but only to the extent not caused by willful misconduct or negligence of the LPWA or its officials, employees or agents.

6.2 Insurance. Prior to commencement of construction of the Proposed Project, BELTLINE shall obtain and maintain, or shall cause its contractor to obtain and maintain, in full force and effect one or more policies of builder's risk insurance in commercially reasonable amounts in regard to the Proposed Project. Following completion of the Proposed Project, BELTLINE shall maintain insurance in commercially reasonable amounts for replacement value and liability.

ARTICLE VII – POTENTIAL BENEFITS OF PROPOSED PROJECT

7.1 Franchise Fees: In connection with the Proposed Project, the Town is expected to receive franchise fees collected by OG&E from BELTLINE or its end user. BELTLINE shall cooperate with the Town in connection with the collection of franchise fees but shall have no liability or obligation to the Town with respect to the payment thereof.

7.2 Sales and Use Taxes: In connection with the Proposed Project, the Town is expected to receive significant sales and use taxes. BELTLINE shall comply with all Applicable Laws with respect to the payment of sales and use taxes but shall have no liability or obligation to the Town for sales or use taxes due and owing by any third parties.

ARTICLE VIII – ASSIGNMENT OF AGREEMENT

8.1 Assignment. BELTLINE shall have the right to assign its rights or obligations under this Agreement to the owner of the Subject Property and/or end user of the Proposed Project. Any party that assumes the rights and obligations of this Agreement shall expressly agree to the terms contained herein.

ARTICLE IX - GENERAL PROVISIONS

9.1 Nondiscrimination. BELTLINE agrees not to discriminate on the basis of race, color, religion, gender, or national origin in the sale, lease, or rental or in the use or occupancy of the Subject Property, the Proposed Project or any related facilities in violation of Applicable Laws.

9.2 Conflict of Interest; Representatives not Individually Liable. No official or employee of the LPWA shall have any personal interest in or under this Agreement, and the LPWA shall ensure that no official or employee of the LPWA voluntarily acquires any ownership interest, direct or indirect, in any legal entity which is a party to this Agreement. No official or employee of the LPWA shall be personally liable to BELTLINE in the event of any default or breach by the LPWA for any amount to become due to BELTLINE under this Agreement.

9.3 Applicable Law, Severability and Entire Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or surviving portion(s) of such provision, and each other provision of this Agreement, shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the LPWA and BELTLINE with respect to the subject matters of this Agreement, there being no terms, conditions, warranties or representations with respect to the subject matter other than as contained herein.

9.4 Third Parties. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the Parties and not for the benefit of any other

persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person.

9.5 No Partnership Created. This Agreement specifically does not create any partnership or joint venture between the Parties hereto or render any Party liable for any of the debts or obligations of any other Party.

9.6 Formalities and Authority. The Parties represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

9.7 Notices and Demands. Any notice, demand, or other communication under this Agreement must be in writing and sent using the contact information as stated below, and shall be deemed to have been given when (a) personally delivered; (b) if sent by a recognized overnight courier service, on the next business day following delivery to such service, or (c) if sent by electronic mail, upon receipt of proof of transmission, provided that if notice is provided under subsection (c), an additional copy of such notice is also provided as described in subsection (a) or (b).

To the LPWA:

Chairman – Luther Public Works Authority
108 South Main Street
Luther, Oklahoma 73054
Email:

To BELTLINE:

BLE Landholdings, LLC
154 Krog St, Suite 105
Atlanta, GA 30307
Attn: Legal

As to BELTLINE, with a copy to:

Holt Ney Zatcoff & Wasserman, LLP
100 Galleria Parkway, Suite 1800
Atlanta, Georgia 30339
Attn: Derek Krebs, Esq.
Email: dkrebs@honzw.com

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the others as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a Party under this

Agreement to any other Party under this Section shall be given to each other Party to this Agreement.

9.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns.

9.9 Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by both Parties.

9.10 Unavoidable Delays. The time for performance of any term, covenant, condition, or provision of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" shall mean beyond the reasonable direct or indirect control of the Party obligated to perform the applicable term, covenant, condition, or provision under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, epidemics/pandemics, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy, and casualty, and shall not include any delays attributable to financial difficulties; provided, the assertion of any unavoidable delay shall be subject to the asserting Party first giving written notice to the other Party of its claim thereof and thereupon and forthwith diligently and in good faith undertaking all reasonable efforts to overcome the conditions leading to or causing such delay.

9.11 Further Assurances. Each Party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to the consummation of the matters or completion of the undertakings set forth herein, as may be reasonably requested by any other Party to consummate more effectively the purposes or subject matter of this Agreement.

9.12 Attorneys' Fees. In the event of any controversy, claim or dispute between the Parties affecting or relating to the subject matter or performance of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all of its reasonable out of pocket expenses, including reasonable attorneys' fees.

9.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement.

9.14 Construction of this Agreement. Each Party hereby acknowledges that it and its legal counsel have reviewed and, as the case may be, revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

9.15 Termination by BELTLINE. Notwithstanding anything to the contrary in this Agreement, BELTLINE may, at its sole discretion, terminate this Agreement at any time by providing written notice to the LPWA if it elects not to proceed with the Proposed Project, and upon such

termination, BELTLINE shall have no further obligations, liabilities, or commitments under this Agreement.

