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Beyond Price Per Acre – A Landowner's Guide to Maximizing Value in a Data Center Site Sale

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A landowner whose property may be suitable for a data center often hears the same themes from a prospective buyer: long diligence periods, utility contingencies, seller cooperation covenants, assignment flexibility, phased takedowns, and a purchase price that may or may not look exceptional when reduced to a simple per-acre metric. To an owner accustomed to more ordinary industrial or commercial land sales, those requests can sound one-sided. Why should the seller bear a long timeline, tolerate uncertainty, and assist the buyer in proving up the site, only to face the risk that the buyer walks?

That reaction is understandable. It is also often incomplete.

In a conventional land sale, the principal economic debate may center on price, closing date, and a standard set of title and diligence protections. In a data center land transaction, by contrast, the buyer is frequently not underwriting the dirt alone. It is underwriting a future infrastructure platform: land plus some credible path to power, access, drainage, water or wastewater, entitlement viability, utility coordination, fiber connectivity, and a parcel configuration that can support a campus or expandable development program. In Florida, that platform is shaped not only by private contracting but also by local comprehensive planning under Chapter 163, together with local zoning and land development approval processes, environmental resource permitting under Chapter 373 and implementing rules, and parceling and platting mechanics under Chapter 177.

For that reason, the seller who approaches the negotiation as a pure zero-sum fight over headline price may win a tactical point but lose the larger economic opportunity. A better approach is usually to understand what the buyer actually needs, determine which of those needs are legitimate as opposed to opportunistic, and structure the deal so that both parties benefit if the site becomes more valuable through de-risking. That does not mean becoming passive or conceding leverage. It means bargaining intelligently around interests, not merely around positions, and using

structure to enlarge the total pie before dividing it. The negotiation literature commonly describes this as principled or interest-based negotiation: focusing on underlying interests, inventing options for mutual gain, and measuring outcomes against the parties' real alternatives rather than rhetorical posturing.

What the Buyer is Really Trying to Buy

A seller evaluating a data center buyer should begin with the buyer's business model. Not every buyer in this space is a long-term owner-operator. Many are merchant developers. That means they are trying to create and then monetize value by assembling a site and systematically de-risking it: obtaining site control, advancing entitlement work, verifying a utility path, solving access and infrastructure issues, and positioning the property for resale, recapitalization, a build-to-suit, or some other handoff to a capital partner or end user. The buyer's real product, therefore, may be not "land ownership" in the ordinary sense, but a package of rights and progress that can be sold as entitled land, powered land, a shovel-ready site, or a more advanced development opportunity. That is a commercial inference rather than a rule of Florida law, but it is central to understanding the paper the buyer will want.

Once that point is understood, many buyer requests make more sense. A long diligence period is often not an effort to obtain a free option for its own sake. It may reflect the fact that the site's real value depends on matters outside both parties' immediate control: utility studies, local land use approvals, access solutions, wetlands impacts, species constraints, subdivision or parcel split mechanics, or off-site infrastructure coordination. Florida's comprehensive planning statutes allow plan amendments and concurrent zoning in appropriate circumstances, but those are procedural avenues, not guarantees of success. ERP rules likewise provide a permitting framework, but they do not guarantee that the site's wetlands, stormwater, or mitigation profile will be commercially acceptable.

The seller, then, should ask a threshold question: is the buyer trying to tie up my property cheaply, or is the buyer trying to prove whether the property can become meaningfully more valuable? Those are different situations, and they should be negotiated differently.

Why Price Per Acre is Often the Wrong Lens

Data center site value is not determined primarily by acreage. It is determined by the interaction of acreage with infrastructure feasibility. A 100-acre tract with mediocre utility prospects may be worth materially less to a serious data center buyer than a 40-acre tract with a realistic large-load power path, clean access, workable drainage, expansion logic, and a jurisdiction that can support the use. Florida utility planning materials underscore the point. The Florida Public Service Commission's review of 2025 ten-year site plans identifies increasing load growth, including growth associated with large-load customers such as data centers, but also emphasizes that ten-year site plans are non-binding planning documents. Florida Power & Light's contemporaneous filing similarly references projected very large, high-load-factor customers, but those references still do not amount to site-specific delivery commitments.

The implication for sellers is simple but important: a site does not become "powered" because it is near transmission, inside a utility service territory, or marketed that way by a broker. Nor is "shovel-ready" a self-defining concept. If a buyer is sophisticated, it will want evidence regarding point of delivery, likely timing, upgrade responsibility, substation feasibility, load ramp assumptions, and related economics. That is not a mere lawyerly overcomplication. It goes to whether the buyer can justify a premium price or whether the site remains speculative.

For the seller, this means that the most valuable thing it can do at the front end is not always to demand a higher price immediately. Often, it is to help move the site from speculative to credible. If the seller can participate in that de-risking process without giving away too much optionality for free, the resulting transaction may support a better ultimate price, better retained-land economics, or a share of later upside.

The Seller's Real Goal is Value Optimization, Not just Price Maximization

Landowners naturally focus on price. They should. But in a data center sale, price is only one variable in a larger equation that includes certainty, timing, retained land effects, risk allocation, future participation, and the probability that the deal actually closes. A seller who says, in effect, "highest price wins, no material contingencies, short fuse closing, minimal cooperation," may feel that it is bargaining from strength. In reality, it may be discouraging the very buyers who are best positioned to produce a premium result.

This is where basic game theory is useful. Many land negotiations are treated as distributive bargaining, a one-shot contest over a fixed pie. But data center site sales often are not fixed-pie negotiations at all. The pie can grow if the parties cooperate in ways that reduce uncertainty and increase the site's utility to the market. A seller that grants sensible diligence access, signs utility-related owner consents, cooperates with entitlement and parceling work, and keeps retained-land conflicts manageable may enable the buyer to prove up a value proposition that did not exist at signing. That is a positive-sum possibility, not a concession. The challenge is to structure that cooperation so the seller shares in the value creation and does not simply absorb the risk.

The negotiation literature's distinction between positions and interests is helpful here. A seller's position may be "no long diligence period." But the seller's underlying interest is usually more nuanced: it does not want the property tied up indefinitely with little compensation and no real momentum. A buyer's position may be "we need twelve months and broad termination rights." But the buyer's interest is usually to avoid being forced to close before fatal uncertainties are resolved. Once the interests are stated accurately, the parties have room to build alternatives: shorter initial diligence with paid extensions, staged hardening of deposits, objective milestones, status reporting, or increased pricing once specific infrastructure thresholds are met. That is the core insight of principled negotiation and BATNA analysis. Parties do better when they identify interests, compare outcomes against real alternatives, and create value before claiming it.

Understanding the Buyer's Main Needs

A seller who wants to maximize value should understand the buyer's most common requests and the legitimate commercial logic behind them.

Diligence Time

In ordinary industrial transactions, diligence may focus on title, survey, environmental condition, and confirmatory zoning review. In data center transactions, diligence often must address a much broader and more technical matrix: power delivery, substation strategy, transmission path, access and haul routes, water and wastewater service, drainage, wetlands and mitigation, listed species, floodplain, geotechnical conditions, fiber proximity, parcel split or platting mechanics, and local compatibility issues. Florida's statutory framework confirms that several of these are process-heavy and site-specific. Comprehensive plan amendments and concurrent zoning are available procedural tools under Chapter 163; ERP and related water-resource issues sit within a statewide framework under Chapter 373; platting and easement depiction rules under Chapter 177 matter directly where the transaction involves partial parcels or phased conveyances.

A sophisticated seller should not reflexively reject a longer diligence period. Instead, it should ask how that time is being used and whether the buyer is prepared to pay for exclusivity in a manner commensurate with the uncertainty.

Utility and Infrastructure Contingencies

To a seller, a utility contingency may look like the buyer reserving an easy exit. To a serious data center buyer, it may be the central commercial issue. Florida utility planning sources make clear that data center load growth is now part of the planning conversation, but they also confirm that those planning documents are non-binding. In practice, then, the buyer will want a path to something more concrete than generalized optimism: study results, substation assumptions, point-of-delivery discussions, indicative timelines, and an understanding of who bears what cost.

That does not mean the seller should simply grant a broad, subjective utility contingency. It means the seller should negotiate that contingency intelligently – define the evidence the buyer must pursue, set timelines, require reasonable diligence standards, tie extensions to additional deposits, and decide whether certain utility milestones should increase price or harden money.

Seller Cooperation

In data center deals, seller cooperation is often central rather than incidental. The buyer may need the owner's signature or participation for utility studies, entitlement applications, annexation petitions, access licenses, drainage coordination, easement documentation, subdivision or replatting work, and related governmental or utility engagement. Florida's voluntary annexation statute, for example, provides a formal process, but as a practical matter annexation-related strategy may require owner cooperation if municipal utility or zoning posture matters to the project.

A seller should understand the value of this cooperation and price or condition it appropriately. Cooperation should be specific, limited to reasonable steps, reimbursed where appropriate, and framed so the seller is not forced into unreimbursed burdens or permanent encumbrances it has not approved. But refusing meaningful cooperation can depress the site's value because it keeps the buyer from proving what the site can become.

Assignment Flexibility

Merchant developers frequently need broad assignment rights. The purchasing entity at contract signing may not be the final economic buyer. The transaction may migrate to an affiliate, a single-purpose entity, a joint venture vehicle, a financing platform, or a later-stage end user. Sellers often react skeptically to open-ended assignment rights, fearing loss of credit quality or loss of control over counterparties. That concern is legitimate. But a blanket prohibition can reduce the universe of sophisticated buyers or force inefficient restructuring later.

The usual fair middle ground is straightforward: free assignment to affiliates and SPEs, notice requirements, no release of the original buyer absent seller consent or objective standards, and tailored treatment of assignments to non-affiliated third parties.

Phased Takedowns and Future Expansion Rights

The merchant buyer may not want or need to close on every acre at once. It may seek a first phase now and options or takedown rights for later phases after power, entitlement, or demand visibility improves. Sellers sometimes resist this as excessive optionality. But phased structures can create value for both sides if handled correctly. The seller can receive option fees, reservation payments, increasing prices across phases, and protection for retained land. The buyer can avoid overcommitting capital before the site's campus logic is proven.

What Actually Drives Site Value in this Niche

From a seller's perspective, value generally rises as uncertainty falls. The principal drivers are usually not mysterious.

First is power. That includes not just proximity to transmission but a realistic path to service at the scale and timing the market will pay for. Second is entitlement posture: whether the jurisdiction can support the use, intensity, buffering, generator treatment, fuel-storage implications, and campus form. Third is physical feasibility: wetlands, species, floodplain, soils, and stormwater. Fourth is infrastructure: access, road improvements, drainage outfall, water, wastewater, and fiber. Fifth is parcel logic: whether the site can be cleanly conveyed, expanded, or integrated with adjacent land. Sixth is dealability: title cleanliness, seller cooperation, flexibility of structure, and the absence of self-inflicted friction.

Florida law and regulatory practice affect each of those categories. For example, environmental resource permitting and related wetland frameworks are not abstract background issues; they can materially affect buildable yield and timing. The Florida Fish and Wildlife Conservation Commission's guidance on gopher tortoise permitting likewise illustrates how species issues can become gating facts rather than secondary diligence items. Water rights and usage questions can matter more than some sellers expect, particularly where the project's cooling strategy is operationally sensitive. Section 373.219 governs consumptive use permitting, and section 373.244 addresses temporary permits pending application review.

Incentives can matter as well, but sellers should treat them carefully. Florida now provides a statutory sales-tax exemption for qualifying data center property under section 212.08(5)(r). That statute can improve economics for qualified projects, but it should not be mistaken for a substitute for site feasibility. A site is not valuable because it might qualify for incentives; it is valuable because it can support a real project that may then benefit from incentives.

A Collaborative Framework for Structuring the Deal

The seller who wants to maximize value should think less in terms of "how do I stop the buyer from asking for protections?" and more in terms of "which protections are legitimate, which are overreaching, and how can I trade them for value?" That is where non-positional bargaining becomes useful.

The first step is to separate positions from interests. Suppose the seller's position is: "I will not permit a twelve-month diligence period with broad termination rights." The likely interests behind that position are that the seller wants compensation for exclusivity, wants evidence the buyer is serious, does not want the site warehoused, and wants a real outside date. Those interests can often be protected with a structure that still gives the buyer a workable diligence runway: an initial period with refundable money, one or more paid extensions, objective

milestones, periodic reporting, and staged hardening of deposits.

The second step is to invent options for mutual gain. That may include a higher purchase price paired with a longer diligence schedule; a lower initial price that ratchets up if utility or entitlement milestones are reached; a first-phase sale with options on later land; buyer-funded diligence that becomes part of the site package if the deal fails; compensation for access across retained land; or an earnout tied to utility commitments, entitlement approvals, or a later resale within a defined period. The goal is not to indulge every buyer request. The goal is to translate uncertainty into a structure both sides can live with.

The third step is to use objective criteria where possible. A buyer's claim that it "needs" twelve months should be tested against the actual utility, environmental, and governmental workstreams required. A seller's insistence that the site is already worth a powered-land premium should be tested against actual power facts and the market difference between raw but strategic land, utility-advanced land, and truly de-risked land. The more the parties can tie their economic tradeoffs to objective features of the project rather than to bluff or positional rhetoric, the more likely they are to reach an efficient agreement. These ideas track the core elements of principled negotiation: focus on interests, generate options for mutual gain, and rely on objective criteria.

A Few Useful Game-Theoretic Concepts

The negotiation can also be understood through a few basic game-theoretic ideas.

One is incomplete information. At the outset, the seller usually does not know how credible the buyer is, and the buyer usually does not know whether the site can actually support a data center project at the level the seller imagines. Information sharing, diligence, and cooperation are therefore not mere transaction friction; they are the mechanisms by which uncertainty is reduced. A seller that is candid about known limitations and organized about its information package often sends a stronger credibility signal than one that makes broad claims but resists verification.

Another is option value. Where major external facts remain uncertain, flexibility has real value. The buyer's request for an option, an exclusivity period, or milestone-based extensions may reflect rational real-options thinking rather than gamesmanship. A seller does not have to give that option away. But it should recognize that charging appropriately for time and flexibility can be superior to demanding a prematurely hard deal that collapses or forces a later retrade.

A third is the hold-up problem. The seller fears that once it grants exclusivity and the buyer accumulates information, the buyer will use that informational advantage to retrade. The buyer fears that once it spends substantial predevelopment dollars and the site becomes more valuable, the seller will refuse to cooperate further or seek to recapture the upside opportunistically. Good documentation should reduce both risks. Paid extensions, milestone hardening, specific cooperation covenants, well-defined approval standards, and carefully drafted remedies all help keep either side from exploiting sunk costs unfairly.

A fourth is repeated-game logic. Sophisticated landowners, developers, brokers, utilities, and counsel are often repeat players in a regional market. A seller known for being commercially reasonable but disciplined may attract better buyers and better terms over time than one known for extracting every tactical concession while creating execution risk. That is not a moral proposition. It is a practical one.

Finally, there is the distinction between creating value and claiming value. Negotiation scholarship routinely warns that focusing only on harmony can leave value unclaimed, while focusing only on victory can destroy relationships and foreclose mutual gains. The same is true here. A seller should help create value where doing so enlarges the deal, and then should claim its fair share of that enlarged value through pricing, fees, retained land protections, staged economics, or upside participation.

Concrete Structures that Can Enlarge the Pie

A simple straight sale may be appropriate if the site is already highly de-risked. But many data center opportunities justify more tailored structures.

One common structure is a PSA with staged deposit hardening. The buyer gets meaningful diligence time and limited early downside. The seller gets increasing certainty, payments for extensions, and a clearer signal of seriousness as milestones are reached.

Another is an option agreement or exclusive site-control structure with an exercise price that reflects the value of time. If the site is early-stage or assemblage-driven, the seller may be better served by charging for the option and preserving its ability to benefit if the buyer uses that option period productively.

A third is milestone-based pricing. If the site's value will increase materially upon obtaining a utility milestone, a key entitlement, or a parceling solution, the parties can agree that the purchase price will increase upon occurrence of that event. That avoids forcing the seller to choose between a low price today and an unrealistic demand for a premium before the premium has been earned.

A fourth is phased acquisition. A seller with a larger tract may be able to sell a first phase at one price, reserve future phases at increasing prices, and preserve protections for retained land and shared infrastructure. That can be especially attractive where the first phase itself may improve the economics of later land.

A fifth is a limited upside-sharing mechanism. This can be done carefully, but where the site is genuinely speculative and the seller is being asked to support extensive diligence and cooperation, there may be room for additional compensation if specified value-creation events occur within a defined period.

None of these structures is universally "market." The right choice depends on the site, the utility facts, the entitlement posture, the seller's needs, and the buyer's credibility. The point is simply that the seller should not treat the negotiation as if the only variables are price and closing date.

Seller Mistakes that Often Leave Money on the Table

Several recurring mistakes deserve mention.

The first is overemphasizing headline price. A high nominal number with unrealistic assumptions, narrow diligence rights, or no serious path to close may be worse than a lower number paired with credible execution and structured upside.

The second is refusing reasonable diligence or cooperation because those requests appear buyer-favorable. Where the site's value depends on the buyer being able to prove up key facts, overrestricting diligence can reduce the buyer's price or drive better buyers away.

The third is misunderstanding power risk. In this sector, power is often the asset. Sellers who assume proximity equals deliverability may misprice the site or negotiate from false premises.

The fourth is ignoring retained-land consequences. The first-phase sale may increase or decrease the value of adjacent land depending on access, utility corridors, drainage, buffering, and campus layout. A seller who focuses only on the sold parcel can miss a major source of gain or exposure.

The fifth is allowing vague cooperation language. If cooperation is important, it should be specific. If it is not important, the seller should not pretend otherwise. Vague promises are a breeding ground for later disputes.

The sixth is treating every assignment request as suspect. The seller should protect itself, but in the merchant-developer context some level of assignment flexibility is often essential to a credible transaction.

What a Prudent Seller Should do Before Going to Market

Before engaging the market, a landowner should prepare. That means assembling a clean title package, current survey materials, zoning and future land use information, access summaries, known utility context, environmental and wetlands materials if available, floodplain information, and any known easement or operational constraints. It also means understanding the seller's own objectives. Is the goal a quick sale, a premium sale, phased monetization, retained-land enhancement, tax planning, or some participation in future upside?

The seller should also understand which advisors may be needed. In a Florida data center context, that may include not only real estate counsel but also land use counsel, environmental consultants, surveyors, and utility or infrastructure advisors. Because data center suitability is often driven by facts outside ordinary broker marketing packages, a modest investment in early seller-side readiness can materially improve leverage and reduce wasted negotiations.

A Disciplined Concept of Fairness

None of this means the seller should become the buyer's predevelopment partner for free. Fairness in this setting means reciprocity. If the seller grants long diligence, the buyer should generally pay for time. If the seller provides meaningful cooperation, the buyer should usually provide clear process discipline, reimbursement where appropriate, and real milestones. If the buyer wants broad assignment rights, the seller should usually retain appropriate notice and liability protections. If the buyer wants phased control of a larger tract, the seller should seek compensation for reservation of the later phases and protection against impairment of retained land.

That, in turn, is why the old dichotomy between "hard bargaining" and "cooperative bargaining" is unhelpful. The better frame is collaborative but guarded. A seller can be highly collaborative in helping enlarge the pie while remaining exacting about how that enlarged pie is divided. Negotiation scholarship makes the same point in more general terms: effective negotiators create value through cooperation and then claim value through disciplined advocacy anchored by real alternatives.

Closing Thought

The best landowner in a prospective data center sale is not the owner who simply says yes, and it is not the owner who reflexively says no. It is the owner who understands what the buyer actually needs, recognizes which requests are commercially justified, and structures the deal so that cooperation produces measurable value for

both sides. In this niche, that approach is often more profitable than a pure price-per-acre fight.

A land sale that looks, at first glance, like a simple bilateral negotiation may in fact be a joint effort to convert uncertain land into a strategic infrastructure asset. Where that is true, the seller's opportunity is not merely to sell land. It is to help create value – and then to negotiate intelligently for its fair share.