STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW

RD MICHIGAN PROPERTY OWNER I LLC, a Delaware limited liability company, FELDKAMP SIBLINGS, LLC, a Michigan limited liability company, DENNIS FINKBEINER, an individual, LYNN ELLEN FINKBEINER, an individual, WILKIN FARM PROPERTIES I, LLC, a Michigan limited liability company, DENNIS C. WILKIN, an individual, and ALICE M. WILKIN, an individual,

Plaintiffs,

v.

SALINE TOWNSHIP, a Michigan municipal corporation,

Defendant.

Civil Action No. 2025-001577-CZ

Honorable Julia B. Owdziej

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CONSENT JUDGMENT

At a session of said Court held in the City of Ann Arbor, County of Washtenaw, State of Michigan on _____, 2025.

PRESENT: Honorable _____
Circuit Court Judge

The parties to this Consent Judgment have agreed to settle this dispute as reflected in this Consent Judgment, which incorporates herein all exhibits attached hereto; each of the parties to this Consent Judgment has represented that all requirements necessary for the party to bind itself to this Consent Judgment have been met; the Court having reviewed the settlement reflected in this Consent Judgment and having specifically found that its terms are fair, just, reasonable, and in the public interest, and that it has been entered into in good faith by the parties;

THE COURT HEREBY FINDS AND IT IS ORDERED AND ADJUDGED as follows:

1. The following findings are incorporated within and made a part of this Consent Judgment:

a. Plaintiff RD Michigan Property Owner I LLC ("Developer" or "RD Michigan") is a Delaware limited liability company, with its principal offices located at 3003 Maple Avenue, Suite 800, Dallas, TX 75201.

b. Plaintiff Feldkamp Siblings, LLC ("Feldkamp") is a Michigan limited liability company, having an address at 209 E. Michigan Avenue, Saline, MI 48176.

c. Plaintiffs Dennis Finkbeiner and Lynn Ellen Finkbeiner ("Finkbeiner"), husband and wife, reside in Saline Township, Michigan at 11411 Michigan Avenue, Saline, MI 48176.

d. Plaintiff Wilkin Farm Properties I, LLC ("Wilkin Farm") is a Michigan limited liability company, having an address at 8700 Braun Road, Saline, MI 48176.

e. Plaintiffs Dennis C. Wilkin and Alice M. Wilkin (the "Wilkins"), husband and wife, reside in Saline Township, Michigan at 8700 Braun Road, Saline, MI 48176. Wilkin Farm and the Wilkins are collectively referred to herein as "Wilkin."

f. Plaintiffs Feldkamp, Finkbeiner and Wilkin are collectively referred to herein as the "Owners."

g. Defendant Saline Township (the "Township") is a Michigan municipal corporation whose mailing address is 5731 Braun Rd., Saline, Michigan 48176.

h. The subject of this action involves approximately 575 acres of land located on the north side of US-12 in Saline Township as more particularly described in **Exhibit A** hereto (the "Property").

i. The Property is currently zoned A-1 (or "agricultural") by the Township under the Saline Township Zoning Ordinance (the "Zoning Ordinance").

j. Owners, as sellers, entered into purchase agreements to sell the Property to Developer, as purchaser. Developer proposes to develop the Property for development and use of a multi-building data center (the "Data Center" or "Project").

k. On July 10, 2025, the Developer submitted an Application for Conditional Rezoning seeking to rezone the Property from the A-1 District to the I-1 (Industrial/Research) District, in order to develop, construct, use and operate the Data Center.

l. On August 6, 2025, the Wilkins submitted to the Township a Petition for termination of an Agreement relating to Parcel ID No. R-18-18300-002 pursuant to MCL 324.36101 *et seq*. (the "PA116 Agreement").

m. On August 8, 2025, Developer submitted a written request for the Township

Board to establish an industrial development district for the Property pursuant to the Plant Rehabilitation and Industrial Development Districts Act, Public Act 198 of 1974, as amended.

n. On August 14, 2025, Developer submitted an application and compete package of plans and documents (including condominium documents) for final site plan (collectively "Site Plan") approval of the Project.

o. The Township Board at its regular meeting held on September 10, 2025, by a vote of 4 to 1, denied the request to conditionally rezone the Property for the Data Center. The Township Board took no action on the request to terminate the PA 116 Agreement.

p. Plaintiffs filed this action on September 12, 2025, challenging the Township Board's denial of the rezoning request on several grounds. The Township denies any liability to Plaintiffs.

q. The Township Board and Planning Commission held a joint public information meeting on September 24, 2025, in order to describe the lawsuit, provide further information regarding the proposed Data Center and answer questions from the public and receive further public comment regarding the Data Center. Thereafter the parties agreed to engage in good faith settlement negotiations.

r. The parties agree that, notwithstanding the current zoning or any future zoning of the Property, the Property may be used or developed as provided in this Consent Judgment.

2. **Approval of the Data Center Project**. Subject to the conditions and terms of this Consent Judgment, the Township has agreed that the Property shall be zoned I-1 and the Township shall be deemed to have given its approval for Plaintiffs' use, development, construction and

operation of the Property for the Data Center as depicted on the Site Plan dated August 14, 2025, and prepared by Atwell, which includes the index of plans and drawings that comprise the Site Plan ("Site Plan") and any Final Plans (as defined below). The Cover Sheet for the Site Plan and the Overall Layout Plan (Sheet C101) are attached hereto as **Exhibit B**. The Site Plan, including the index and drawings that comprise it, shall be kept on file at the Township. References herein to "Site Plan" or "Exhibit B" shall mean the full Site Plan as defined in this paragraph.

3. **Requirements of the Data Center Project**. The Data Center shall satisfy the following requirements and features:

a. **Final Site Plan**. The final engineering and other plans required to construct the Project shall be consistent with the Site Plan attached as **Exhibit B** and the Final Site Plan approved per paragraph 4 of this Consent Judgment provided that the parties acknowledge that some changes may be required as a result of final design and engineering and the requirements of State and County agencies, including changes due to modifications in site grading, retaining walls, storm water detention basins and facilities, utilities, wetland mitigation, landscaping, building facades and design, conservation easements, road and driveway improvements, lot line adjustments and off-site drainage (the "Final Plans"); provided that any such modifications are consistent with and do not materially alter the character of the Project or materially increase the density and/or size of the Project as depicted in the Site Plan.

b. **Use Restrictions.** Notwithstanding the provisions of the Zoning Ordinance, the only uses permitted on the Property shall be the Data Center and any accessory uses thereto as provided in paragraph 2 of this Consent Judgment. The term "Data Center" as used herein includes network operations centers, datacenters and/or colocation facilities

and the installation, maintenance and operation of computer and telecommunications equipment, associated MEP infrastructure (including generators, transformers, and HVAC units) and related general office use, lab use, storage use, and related ancillary uses. The Developer, Tenant and/or condominium unit owner shall not construct or operate a power generating facility with the exception of generators for use in emergency situations. All other uses permitted by right or special approval in the I-1 District shall be prohibited. Residential land uses otherwise permitted in the A-1 agricultural district shall also be prohibited. All other uses permitted in the A-1 agricultural district may continue at the discretion of Developer on lands not used for the Data Center operations, utilities, buildings and accessory uses.

c. **No Expansion of Data Center.** The Project as depicted on the Site Plan shall not be materially expanded in the future to include additional data center buildings. This prohibition does not preclude additional accessory structures to serve the proposed Project or improvements or changes to the proposed Data Center buildings depicted in the Site Plan that do not materially increase the overall collective footprint of the Data Center buildings depicted thereon.

d. **Prohibition of Solar Farms**. No solar farms shall be permitted on the Property. An existing easement for a solar farm on approximately 127 acres of the Property shall be terminated by the Developer.

e. **Preserved Agricultural Area.** Approximately 200 acres of wetlands, open space and agricultural land as conceptually depicted in the Site Plan attached as **Exhibit B**, shall be preserved for agricultural use ("Agricultural Area"). Except for the Conservation Easement Area described below, Developer may use the Agricultural Area for agricultural

and other uses authorized in the A-1 District (except for residential uses prohibited in subparagraph 3.b. above), as well as for access, installation of utilities, grading, accessory supporting services and storm drainage to the extent reasonably required for development and operation of the Project.

f. **Conservation Easements.** Approximately 47.5 acres of wetlands and woodlands within the Agricultural Area as depicted in the Concept Conservation Easement Plan attached as **Exhibit C** (the "Conservation Easement Area") shall be further protected by a conservation easement in a form similar to the standard conservation easement used by the Michigan Department of Environment, Great Lakes and Energy ("EGLE"). The final depictions and legal descriptions for the Agricultural Area and Conservation Easement Area shall be determined in connection with the EGLE permit approvals.

g. **Water Usage**. Developer will not use a design that contains high-water-use evaporative cooling. Developer, its Tenant and/or the association formed in connection with the Condominium Documents will limit water use of the Data Center to restrooms/domestic uses, humidity, landscaping, fire protection and general maintenance. If any wells or ponds on neighboring properties go dry as a result of water usage by the Data Center the developer and/or the tenant will pay all costs to restore the pond or water service of such neighboring wells.

h. **Building and Parking Setbacks.** The minimum setback for any building constructed on the Property shall be: 75' from any abutting property boundary adjacent to the Property and 75' from the Michigan Avenue right-of way. The minimum setback for any parking lot serving the buildings that be: 75' from any abutting property boundary adjacent to the Property and 75' from the Michigan Avenue right-of-way.

i. **Buffering/Screening.** Landscaped berms shall be constructed along Michigan Avenue and other landscaping shall be included to buffer visible impacts of new buildings as depicted in the Site Plan.

j. **Access Limitations.** Primary ingress and egress access to the Project shall be off of Michigan Avenue, with a secondary restricted access onto Braun Road for emergency purposes only. This limitation does not apply to secondary site access for agricultural and farming activities.

k. **Water and Sewer Restrictions.** The parties agree that the Project will be served by an on-site sewer disposal system which shall be designed to only serve the Project and not be expandable to provide urban services to any other property. The parties further agree that the Project will be served by an on-site water well system. If requested by the Developer, and if required by the State of Michigan in order for the Developer and/or the Tenant to qualify for Sales and Use Tax exemption, the on-site water system will be dedicated to and accepted by the Township as a municipal water system with the commitment that all costs to construct, operate, repair, and maintain the water system will be the responsibility of the Developer or its successor in interest. The on-site water system (whether private or public) will be made accessible to the Saline Area Fire Department for water supply for fire suppression consistent with the public health, safety and welfare of the Township and its residents and neighboring communities. The Developer and/or the tenant will construct, prior to the beginning of construction (other than site work that will have no effect on ground water) monitoring wells as reasonably recommended by the Township engineering consultant, in consultation with the Developer's engineer, to monitor the ground water level and if any wells on neighboring properties go dry as a result

of water usage by the Data Center the Developer and/or the tenant will pay all costs to restore the water service of such neighboring wells.

l. **Farmland Preservation Trust Fund**. Developer shall fund the initial establishment of a Trust Fund to be used by the Trust to engage in activities dedicated to the preservation of agricultural lands in the Township, including, without limitation, for purchase of development rights, loans and grants to farmers, education and assistance programs for farmers, etc. Developer will contribute Two Million ($2,000,000) Dollars to the Trust Fund following approval of the Industrial Facilities Exemption Certificate for the Project described in paragraph 14 below, and upon issuance of a building permit for vertical construction of a Data Center structure, whichever last occurs, and another Two Million ($2,000,000) within one (1) year following the initial payment. The parties will cooperate in the establishment of the Trust Fund and will work with experienced local and County agencies in setting up the Trust Fund.

m. **Community Investment Fund**. Developer will contribute Two Million ($2,000,000) Dollars to the Township following approval of the Industrial Facilities Exemption Certificate for the Project described in paragraph 14 below, and upon issuance of a building permit for vertical construction of a Data Center structure, whichever last occurs, to establish a community investment fund to be administered by the Township and used at the Township's discretion for community investment projects, including, as examples, for designing and constructing playgrounds and other amenities for children, improving Township buildings and facilities, and repair and maintenance of historic cemeteries.

n. **Contributions to Saline Area Fire Department.** In order to enhance the

ability of the Saline Area Fire Department ("SAFD" or "Fire Department") to serve the entire Township and its other constituent municipalities, the Developer agrees to contribute (A) to the Saline Area Fire Department the sum of Seven Million ($7,000,000) Dollars to be used at the discretion of the SAFD, and (B) Five Hundred Thousand ($500,000.00) Dollars to the Clinton Township Fire Department to be used at its discretion, and (C) Five Hundred Thousand $500,000.00 (Dollars) to the Manchester Fire Department to be used at its discretion, with (A), (B) and (C) being collectively referred to as the Fire Payments. One-half of the Fire Payments shall be made following approval of the Industrial Facilities Exemption Certificate for the Project described in paragraph 14 below or within one year following commencement of construction of the Data Center, whichever last occurs, and the remaining one-half of the Fire Payments upon issuance of a certificate occupancy for the Data Center.

o. **No Sale/Lease to Tax-Exempt Entity**. Developer agrees that it will not sell or lease the Project to a non-profit charitable or other tax exempt entity.

p. **Road Improvements**. Subject to MDOT approval, Developer will install a right turn lane for west-bound traffic on Michigan Avenue into the Property and a left-turn lane for east-bound traffic into the Property. The road improvements will be constructed as part of the first phase of development areas. Developer shall further comply with all requirements of MDOT regarding traffic ingress and egress to and from the Data Center

q. **Construction Traffic Control**. Developer will also provide temporary parking areas and an on-site location for queuing construction traffic in order to minimize construction traffic from interfering with the flow of traffic on Michigan Avenue. All construction traffic shall enter from and leave off the site to Michigan Avenue. All semi's

and heavy construction equipment may not use unpaved roads to gain access to or from the Data Center property during construction.

r. **Construction Advisory Committee**. During the course of construction of the Project, the Developer (or its prime construction manager) will meet regularly with an advisory committee consisting of one Township Board or Planning Commission member, the Township planning consultant and one Township resident selected by the Board to discuss, among other things, ongoing and upcoming construction activities, identify any ongoing issues or complaints and discuss in good faith reasonable steps to address such issues and complaints.

s. **Decommissioning**. Developer agrees that it will demolish at its expense any building or structure constructed for the Project that is subsequently vacated and remains vacated and abandoned for a period of five (5) consecutive years (as such 5 year period is extended one day for each day that the applicable building or structure cannot be used due to a casualty and other events outside of the control of Developer) and will grade and restore the land on which the building or structure was located as a natural area. Developer also agrees to maintain the property during all periods that the Project is vacant. Prior to receiving a certificate of occupancy and commencing operation of the Project, Developer shall provide the Township a decommissioning surety bond (or other form of security reasonably acceptable to Developer and the Township) in an amount to be mutually agreed upon by the Developer and the Township, but in no event less than $5 million or greater than $10 million. The amount of security may be reviewed by the Township engineer every two (2) years and may thereupon be adjusted as recommended by the Township engineer to the extent the potential demolition costs have increased, but

in no event shall the security be increased by more than twenty (20%) percent for any 5-year period. The surety bond shall be maintained by the Developer for all periods that the Project is vacant. The surety bond shall also provide that bond funds shall be immediately released to the Township in the event the buildings and structures have been vacated and abandoned in the event the Developer becomes insolvent or files for bankruptcy.

t. **Noise Limitation.** The sound emitted from the operation of the Data Center shall at all times not exceed 55db at all property lines. In addition, generators will only be used in the operation of the Data Center for emergency situations and for testing, per manufacturer's recommendations, during daylight hours only and not more than once per week. In all such instances the noise level at all property lines shall not exceed 55db.

u. **Parking.** Developer will provide justification for the number of parking spaces requested.

4. **Final Site Plan Approval**. This Consent Judgment shall constitute Final Site Plan approval for the Project Detailed engineering and construction plans shall be subject to administrative review and approval by the Township's engineering consultant, planning consultant and environmental consultant with any changes they recommend being implemented by the Developer if consistent with the spirit of this Consent Judgment and exhibits hereto, the requirements of other State and County agencies with regulatory authority over the project, and which are otherwise not inconsistent with and do not vary the development approved and depicted in the Final Site Plan and which are consistent with the spirit and intent of this Consent Judgment. Plaintiffs are responsible for all fees of such consultants. This Consent Judgment shall not be construed as authorizing any uses of the Property other than as provided in this Consent Judgment. The final engineering plans, and further revisions or refinements to the Site Plan and other permits

and approvals required to construct the Project shall be reviewed administratively by the Township and shall be consistent with this Consent Judgment and the terms of the Zoning Ordinance and other ordinances and requirements in effect at the time of application not inconsistent with this Consent Judgment and exhibits hereto. Developer shall pay all fees required for the processing of permits, inspections and approvals. In acting upon such applications, the Township shall not unreasonably delay review and action on all applications, and shall not unreasonably condition or deny such approvals.

5. **Commencement of Construction**. The Township authorizes Developer to commence certain development activities immediately upon entry of this Consent Judgment, including, without limitation, construction logistics activities, site clearing and grading, construction of temporary road improvements and construction traffic staging areas, and stormwater improvements. To the extent any such development activity cannot be undertaken without appropriate permits and approvals of County or State agencies as a matter of applicable law, no such work shall be undertaken by Developer until the applicable permits and approvals have been issued or unless the applicable County or State agencies otherwise authorize the commencement of such work.

6. **PA 116 Agreement**. The Township shall be deemed to have given its approval of the Wilkins' request to terminate the PA 116 Agreement and the Township shall forward the approved termination application to the State Land Use Agency in compliance with Michigan Administrative Code R 554.744

7. **Road Improvements**. In connection with construction of the Project and subject to MDOT approval, Developer agrees to undertake at their expense such road improvements at the entrance to the Project along US-12 as may be required by the Michigan Department of

Transportation ("MDOT"). The internal roads within the Project will be private and shall be maintained by Developer. During construction of the Project, to prevent construction vehicles from stopping, standing or parking on US 12 while waiting to enter the project site, Developer will provide adequate queuing space on site to minimize traffic delays.

8. **Utilities**.

a. **Water System.** Water service for the Project shall be provided by an on-site water well system ("Water System"). If requested by the Developer, and if required by the State of Michigan in order for the Developer and/or the Tenant to qualify for Sales and Use Tax exemption the Township shall accept ownership of the Water System. If the Township takes ownership of the system as provided above, the Developer, the association formed in connection with the Condominium Documents (the "Condo Association"), shall operate, maintain, repair and/or replace the Water System in accordance with applicable law at no expense to the Township. The Water System shall comply with all provisions of the Safe Drinking Water Act, Michigan Public Act 399 of 1976 and the administrative rules promulgated under the Safe Drinking Water Act with respect to the Water System, including the provisions and rules governing the permitting, construction and operation of the Water System. Access to the Water System through a separate water tank dedicated primarily for use by the Saline Area Fire Department shall be provided to the SAFD for use in connection with the Fire Department's operations. If the Township accepts the water well system the Developer and/or the tenant shall, prior to the commencement of construction (other than site work that will have no effect on ground water), construct and maintain, per the reasonable recommendation of the Township engineering consultant in consultation with the developer's engineer, monitoring wells to monitor the ground water

level and if any wells on neighboring properties go dry as a result of water usage by the Data Center the Developer and/or the tenant will pay all costs to restore the water service of such neighboring wells.

b. **Sanitary Sewer System.** Sanitary sewer service for the Project shall be provided by a private on-site sanitary sewer treatment facility ("Sewer System"). The Developer has requested that the Township accept ownership and operational responsibility for the Sewer System. The Township has determined that ownership and operation of the Sewer System by the Township is not practical and has refused to accept ownership and operational responsibility for the Sewer System. The Township adopted a formal resolution refusing ownership and operational responsibility for the Sewer System for submission to the EGLE. The Developer, the Condo Association and/or, if applicable, the Authority shall comply with all of the provisions of Part 41 of the Michigan Natural Resources and Environmental Protections Act ("NREPA") and the administrative rules promulgated under Part 41 of NREPA with respect to the Sewer System, including the provisions and rules governing the permitting, construction and operation of the Sewer System. The Sewer System shall not be expanded to service any other properties.

9. **Government Approvals**. Nothing herein shall be construed to relieve Plaintiffs, their successor or assigns, of the duties imposed by applicable state or federal law, or to obtain other applicable governmental or regulatory approvals and permits for the Project, or to comply with generally applicable Township ordinances regulating construction and conduct not addressed in or inconsistent with this Consent Judgment.

10. **Commissioning Agent and Inspections.**

a. Developer agrees to retain the services of a professional commissioning

agency to monitor the construction of the Project to ensure that the Project is being built to the specifications and standards specified in this Consent Judgment and the plans approved by the Township.

b. The parties agree that all building, plumbing, electrical and mechanical on-site inspections of the Project shall be conducted by the authority having jurisdiction as determined by the State of Michigan.

11. **Site Condominium Project**. Plaintiffs intend to develop the Project as a condominium project pursuant to the Michigan Condominium Act, MCL 559.101 *et seq*. Plaintiffs submitted to the Township a proposed Master Deed, Bylaws and Exhibit B Condominium Subdivision Plan plans and drawings (the "Condominium Documents"). The Township attorney will review the Condominium Documents and any suggested reasonable changes requested by the Township attorney consistent with this Consent Judgment, the approved Final Site Plan, any lease between Developer and tenant with respect to the Data Center and the applicable Township Ordinances shall be implemented by the Developer. The Developer and the Township will work together in good faith to resolve any Developer objections to any suggested changes made by the Township Attorney. The Condominium Documents may be amended at any time by the Developer provided that they remain consistent with the Site Plan and the terms of this Consent Judgment and other applicable Township Codes not inconsistent with the Site Plan and this Consent Judgment. Any further revisions to the Condominium Documents prior to recording shall be provided to the Township's attorney for review and comment. Deviations (such as to setbacks, lot coverage, etc.) that are or might be caused solely by the divisions of the Property by condominium or land division are expressly granted herein.

12. **Phases.** Developer shall have the right to develop the Property in phases (each, a

"Phase," and collectively, the "Phases"), each of which shall include the infrastructure improvements necessary to serve such Phase. Developer shall have the right to develop the Phases at such time and in such order as determined by Developer, provided that Developer complies with this Consent Judgment.

13. **Sales and Use Tax Exemption Under MCL 205.54ee**. The Township acknowledges that Developer and/or its tenant intends to pursue a sales and use tax exemption for the Project as a qualified data center under the terms of the Michigan General Sales Tax Act, MCL 205.54ee (the "Use Tax Exemption"). The Township agrees to cooperate with the Developer and/or its tenant in seeking approval for the Use Tax Exemption and to execute any documents and approvals required of the Township by applicable State law for approval of the Use Tax Exemption.

14. **Industrial Facilities Tax Exemption.** Township approval of an industrial development district ("IDD") encompassing the Property and approval for an Industrial Facilities Exemption Certificate ("IFEC") for the Data Center are conditions precedent to the economic contributions to the Township set forth in paragraphs 3.l., 3.m. and 3.n. above. At its next regular meeting following entry of this Consent Judgment, the Township Board shall place on the agenda the pending application to establish an IDD covering the Property, shall complete the public hearing on the pending IDD application, and shall approve, by resolution adopted in open session, an IDD encompassing the Property, all in compliance with applicable law and required procedures. Owners are the only record owners of the Property within the proposed IDD, and have appeared in, and have executed this Consent Judgment, and each hereby knowingly and expressly waives the certified-mail notice requirement in MCL 207.554(4). The agreed-upon form of the Industrial Facilities Exemption Certificate (IFEC) application for the Project on the IDD is attached hereto

as **Exhibit D**. Immediately upon receipt of the executed IFEC application from the Developer, the Township Clerk shall provide written notice as required by the Plant Rehabilitation and Industrial Developments District Act, Public Act 198, MCL 207.555(2)("Public Act 198"), to the assessor of the assessing unit and to the legislative body of each taxing unit that levies ad valorem property taxes in the Township, and shall schedule the IFEC for Township Board action at the Township's next regular meeting, or a special meeting called and held within fourteen (14) days of receipt of the complete application, after affording the applicant, the assessor, and a representative of the affected taxing units an opportunity to be heard, all in compliance with applicable law and required procedures. At the noticed meeting, the Township shall approve, by resolution adopted in open session, the IFEC application for the Project, all in compliance with applicable law and required procedures. The approval shall provide the maximum exemption and term permitted under Public Act 198 for the applicable qualifying property class(es), and for a term up to twelve (12) years, with the certificate's effective year and duration determined by Public Act 198. Within ten (10) business days of approval, and in all events no later than October 31, 2025, the Township Clerk shall deliver the Township's approving resolution, the approved application, and all required materials to the State Tax Commission (and LARA, as applicable) and take all ministerial actions necessary to effectuate issuance of the IFEC under Public Act 198. If any statutory forwarding window is missed, the Township shall promptly take all steps permitted by Public Act 198 to cure the defect. To the extent an abatement agreement is required or requested, the abatement agreement shall be consistent with the terms of this Consent Judgment. The Township agrees to support and approve any request of Developer to extend the construction completion period in accordance with Public Act 198.

15. **Lot Split.** The Property includes a portion of certain real estate owned by

Finkbeiner referred to as "Parcel 14" and consisting of approximately 79.97 acres described as Tax Identification No. R-18-19-100-01 ("Parcel 14"). Plaintiffs shall submit, and the Township shall expeditiously approve, an application for lot split or parcel division to separate a portion of Parcel 14 located on the south side of Michigan Avenue (the "Split Parcel") from the balance of Parcel 14 and to assign a separate tax identification number for the Split Parcel. The Split Parcel is not a part of that portion of the Property underlying the Data Center and, after its split, is not covered by this Consent Judgment.

16. **Performance Guarantees**. Prior to commencement of construction, the Developer shall be required to submit a performance guarantee in the amount of Two Million Dollars ($2,000,000) to ensure completion of roads, grading, utilities and screening, berms and landscaping ("the "Site Improvements") contained in the form of cash, letter of credit, or performance bonds executed by a surety company authorized to do business in the State of Michigan, or any combination of the foregoing (the "Security"). The Security may be reduced incrementally at the request of the Developer as construction of the Site Improvements progress, but not below 25% of the original Security. Within thirty (30) days after final completion of the Site Improvements, the remaining Security will be released to the Developer. Developer agrees that the Township is authorized, at its option, to use the Security to complete and maintain screening, berms and landscaping improvements if Developer fails to complete and/or maintain such improvements within the time specified in the Zoning Ordinance. If Developer fails to complete all other site improvements or abandons the Project, the Township may, in its discretion, use the Security to remove any improvements and restore the Property to its prior condition. Nothing in this paragraph shall otherwise limit or cap any liability or responsibility of the Developer to complete or remove the Site Improvements as called for in this Consent Judgment or

the Zoning Ordinance.

17. **Cooperation**. The parties, their agents, representatives, and employees shall cooperate in good faith with each other and their respective agents, successors, and assigns, in order to carry out the development contemplated in this Consent Judgment, including, but not limited to, issuance of building permits, certificates of occupancy and other Township permits and approvals in a timely manner and cooperating or assisting in Plaintiffs' efforts to obtain any necessary approvals from other governmental or regulatory entities, such as permits, licenses, or other approvals, as necessary or convenient for the development and use of the Property and/or the Project, in accordance with the terms and conditions of this Consent Judgment. If either party has to seek judicial assistance to enforce the terms of this Consent Judgement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees incurred in pursuing and/or defending against such action.

18. **Conflicting Provisions**. The uses and structures permitted by this Consent Judgment shall be deemed conforming uses and structures. To the extent that any specific terms or provisions in this Consent Judgment and/or any exhibits hereto, including the Site Plan, as approved administratively after review by the Township consultants per paragraph 4 of this Consent Judgment, are inconsistent with any of the provisions or requirements of the Zoning Ordinance, or the Township's wetlands ordinance, woodlands ordinance, storm water management ordinance, or other codes, ordinances, regulations, or procedures of the Township in effect at the time of further application or development ("Township Codes"), the terms of this Consent Judgment and Site Plan shall control. To the extent this Consent Judgment is silent on issues regulated by Township Codes, then the Township Codes shall control to the extent they do not prevent or preclude or reduce the size or scope of the Project authorized herein. Subsequent

enactments to, modifications of, or amendments to the Township's Code shall apply to the Project to the extent they are not inconsistent with or do not vary the terms of this Consent Judgment.

19. **Modifications to Site Plan**. Modifications to the Site Plan shall be approved administratively by the Township without a requirement for Court approval or amendment of this Consent Judgment in the following instances:

a. Where such modifications are required or requested by other State, County or other reviewing governmental agencies having jurisdiction over the Project (*i.e.*, EGLE) or any portion thereof; and/or

b. Where such modifications are reasonably required as a result of final engineering and/or design considerations, as reasonably confirmed by the Township's professional engineers or other appropriate Township consultants; and/or

c. Where such modifications are made to address design, market, or technological requirements or changes or other reasonable tenant needs or other conditions, provided that:

i. No such modification shall materially increase the size or scope of the Data Center; and

ii. No such modification shall otherwise change the Project requirements of paragraph 3 above.

Any modification covered by subparagraph 19.c. shall also be provided to the Township for administrative review and approval, and such review and approval shall not be unreasonably withheld, conditioned or delayed.

20. **Release of Claims and Dismissal of Lawsuit**. Subject to the terms and provisions of this Consent Judgment, all of the claims and causes of action alleged by Plaintiffs in this action

or which could have been alleged by Plaintiffs or any other person or entity having an ownership interest in the Property, against the Township or any Township employee, officer, or other official, including all claims for money damage relief, shall be, and they are hereby, merged into this Consent Judgment and are dismissed with prejudice and without costs or attorneys' fees to any party. All claims by the Township, if any, related to the use and development of the Property and/or the Project as contemplated herein, which now exist through the date of entry of this Consent Judgment, are also dismissed with prejudice and without costs or attorneys' fees to any party. Plaintiffs remain responsible for the Township's consultant fees for their review pursuant to paragraph 4 of this Consent Judgment.

21. **Estoppel**. From time to time, upon fifteen (15) days' written request, the Township shall furnish to Plaintiffs, their lender(s), and/or any other party requested by Plaintiffs, a written certification executed by an authorized representative of the Township, confirming, as of the date of the request for the estoppel certification, that: (a) this Consent Judgment is in full force and effect; and (b) to the Township's actual knowledge as of the date of the estoppel, Plaintiffs is in full compliance with the terms hereof (or, if not, specifying any claimed defaults by Plaintiffs hereunder). Prior to the Township furnishing any such requested estoppel certification, Plaintiffs shall pay the Township all reasonable costs, fees, and expenses related to inspections of the Property and buildings thereon, administrative undertakings, and legal reviews and services incurred by the Township in connection with providing the certification. Plaintiffs reserve the right to dispute any claimed default.

22. **Successors and Assigns**. All of the provisions of this Consent Judgment shall be binding upon and inure to the benefit of Plaintiffs and the Township, and their respective heirs, successors, assigns, and transferees. Plaintiffs may assign some or all of its rights and obligations

under this Consent Judgment, provided any such assignee(s) shall, by operation of this Consent Judgment, be bound by the terms hereof. Any reference in this Consent Judgment to the Township shall include any agent, employee, representative, and official of the Township.

23. **Recordings**. This Consent Judgment shall be filed by Plaintiffs with the Register of Deeds for the County of Washtenaw on or promptly after the date of entry of this Consent Judgment. This Consent Judgment shall be deemed to run with the land; provided, however, no tenant or condominium association of the Property shall have liability for Developer's financial, construction or demolition obligations hereunder unless otherwise expressly assumed in writing by the tenant or association. Provided, that if the Condition Precedent (as defined in paragraph 36) does not occur and this Consent Judgment is terminated under such paragraph, this Consent Judgment shall be deemed to be null and void except as to paragraph 20, and shall be deemed extinguished from the chain of title for the Property without further action of either party. Plaintiffs shall pay the costs of recording this Consent Judgment.

24. **Amendment/Modification**. Except as described in paragraph 19, this Consent Judgment may be modified only by written agreement of the parties hereto, or their successors in interest, with the requisite approval of the Township Board, and later approved and ordered by this Court.

25. **Time of the Essence**. All time periods set forth in this Consent Judgment are of the essence.

26. **Severability**. Each restriction and clause are intended to be severable and in the event that any restriction or clause is for any reason held invalid or void, it shall not affect the validity of the remainder of this Consent Judgment.

27. **Clerical Errors**. Any clerical errors or mistakes in document or Exhibit

descriptions contained in this Consent Judgment may be corrected by the parties, and both parties agree to cooperate in making such corrections in order to effectuate the spirit and intent of the parties in entering into this Consent Judgment.

28. **Jurisdiction**. The Court shall retain jurisdiction of this matter in order to assure compliance with and enforcement of the terms and conditions of this Consent Judgment. The parties agree that the terms of this Consent Judgment may be specifically enforced through mandatory injunctive or other equitable relief.

29. **Rights Exclusive.** Nothing contained in this Consent Judgment shall give any third party a private cause of action against the parties. The rights and obligations contained herein may only be enforced by the parties and their respective heirs, successors, assigns, and transferees.

30. **Delay in Enforcement.** A delay in enforcement of any provision of this Consent Judgment by any party shall not be construed as a waiver or estoppel of the right to eventually enforce the terms hereof.

31. **No Admission of Liability.** It is expressly understood and agreed that the Township's stipulation and agreement to this Consent Judgment shall not be deemed to constitute nor be construed as an admission of liability on the part of the Township and/or its Planning Commission, Township Board, elected and appointed officials, officers, boards, commissions, departments, consultants, independent contractors, agents, representative, attorneys, and insurers for the purpose of this action, or for the purposes of any other action of whatever kind or nature.

32. **No Costs or Fees to Party**. Each party shall bear its own costs and attorney's fees related to this action.

33. **Authority to Execute Consent Judgment.** The parties each represent that the individuals signing this Consent Judgment are fully authorized to execute this document and bind

their respective parties to the terms and conditions herein.

34. **Complete Agreement of the Parties**. The parties each represent that they have fully investigated all matters pertaining to this Consent Judgment as they deem necessary, and neither is relying on any statements, promises, or representations by any other party. This Consent Judgment contains the full and complete agreement between the parties.

35. **Headings**. The headings contained herein are for convenience in reading only and should not be considered as having any substantive or interpretive meaning or value.

36. **Condition Precedent**. The parties acknowledge that Developer does not yet hold title to the Property, and that commencement of construction of the Data Center will occur after Developer or its assignees or designees close on the acquisition of the Property (the "Condition Precedent"). If Developer or its assignees or designees does not acquire the Property within six (6) months of the date of entry of this Consent Judgment, then any of the Plaintiffs or the Township may elect to terminate this Consent Judgment by written notice to the other parties, in which event this Consent Judgment shall be null and void unless Developer (or its assignees or designees) acquires ownership of the Property within ninety (90) days after receipt of such notice. The recording of deed(s) vesting title to the Property in Developer (or its successors or assigns) shall automatically be deemed satisfaction of the Condition Precedent and, upon such deemed satisfaction of the Condition Precedent, this paragraph 36 shall automatically be null and void.

37. **Closure of Case**. This Consent Judgment resolves the last pending claim and closes the case.

/s/ Julia Owdziej
October 15, 2025

Dated: _____

_____
Circuit Court Judge

Approved for entry as to form and substance:

DYKEMA GOSSETT PLLC

By: */s/ Alan M. Greene*

Alan M. Greene (P31984)
Krista L. Lenart (P59601)
Samuel Kilberg (P82188)
DYKEMA GOSSETT PLLC
Attorneys for Plaintiffs
39577 Woodward Avenue
Bloomfield Hills, Michigan 48304
(248) 203-0700
agreene@dykema.com
klenart@dykema.com
skilberg@dykema.com

CASTLEBERRY & LUCAS

By: */s/ Frederick Lucas (w/permission)*

Frederick Lucas (P29074)
Co-Counsel for Defendant
7577 US Highway 12
Onstead, MI 49265-9834
(517) 467-4000
fred@castleberrylucas.com

LANDRY MAZZEO DEMBINSKI & STEVENS PC

By: _____

David Landry
Co-Counsel for Defendant
37000 Grand River Ave.
Farmington Hills, MI 48325
(248) 476-6900
dlandry@lmdlaw.com

[Signature page to Consent Judgment
Washtenaw Circuit Court Civil Action No. 2025-001577-CZ]

RD MICHIGAN PROPERTY OWNER I LLC, a Delaware limited liability company

By: Alexis Kremen

Its: Authorized Signatory

FELDKAMP SIBLINGS, LLC, a Michigan limited liability company

By: _____

Its: _____

WILKIN FARM PROPERTIES I, LLC, a Michigan limited liability company

By: _____

Its: _____

DENNIS FINKBEINER, an individual,

_____

DENNIS C. WILKIN, an individual

_____

LYNN ELLEN FINKBEINER, an individual,

_____

ALICE M. WILKIN, an individual

_____

[Signature page to Consent Judgment
Washtenaw Circuit Court Civil Action No. 2025-001577-CZ]

RD MICHIGAN PROPERTY OWNER I LLC, a Delaware limited liability company

By: _____

Its: _____

FELDKAMP SIBLINGS, LLC, a Michigan limited liability company

By: John K Feldkamp

Its: Member

WILKIN FARM PROPERTIES I, LLC, a Michigan limited liability company

By: _____

Its: _____

DENNIS FINKBEINER, an individual,

_____

LYNN ELLEN FINKBEINER, an individual,

_____

DENNIS C. WILKIN, an individual

_____

ALICE M. WILKIN, an individual

_____

[Signature page to Consent Judgment
Washtenaw Circuit Court Civil Action No. 2025-001577-CZ]

Doc ID: e9be9d01042106c4e3a7964ae878f5728fdab11a

RD MICHIGAN PROPERTY OWNER I LLC, a Delaware limited liability company

By: _____

Its: _____

FELDKAMP SIBLINGS, LLC, a Michigan limited liability company

By: _____

Its: _____

WILKIN FARM PROPERTIES I, LLC, a Michigan limited liability company

By: Dennis C Wilkin

Its: Member

DENNIS FINKBEINER, an individual,

_____

DENNIS C. WILKIN, an individual

Dennis C Wilkin

LYNN ELLEN FINKBEINER, an individual,

_____

ALICE M. WILKIN, an individual

Alice M. Wilkin

[Signature page to Consent Judgment
Washtenaw Circuit Court Civil Action No. 2025-001577-CZ]

RD MICHIGAN PROPERTY OWNER I LLC, a Delaware limited liability company

By: _____

Its: _____

FELDKAMP SIBLINGS, LLC, a Michigan limited liability company

By: _____

Its: _____

WILKIN FARM PROPERTIES I, LLC, a Michigan limited liability company

By: _____

Its: _____

DENNIS FINKBEINER, an individual,

Dennis Finkbeiner

DENNIS C. WILKIN, an individual

_____

LYNN ELLEN FINKBEINER, an individual,

Lynn Ellen Finkbeiner

ALICE M. WILKIN, an individual

_____

[Signature page to Consent Judgment
Washtenaw Circuit Court Civil Action No. 2025-001577-CZ]

SALINE TOWNSHIP, a Michigan municipal corporation

By: James C. Marion

Its: Supervisor

And

By: Kelly Marion

Its: Clerk

[Signature page to Consent Judgment
Washtenaw Circuit Court Civil Action No. 2025-001577-CZ]

INDEX OF EXHIBITS

A. Legal Description

B. Final Site Plan Sheets

C. Conservation Easement Area

D. Form of Application for Industrial Facilities Exemption Certificate

EXHIBIT A

(Legal Description)

LEGAL DESCRIPTION

DESCRIPTION OF A 565.063 ACRE PARCEL OF LAND LOCATED IN SECTIONS 18 & 19, TOWN 4 SOUTH, RANGE 5 EAST, SALINE TOWNSHIP, WASHTENAW COUNTY, MICHIGAN:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 19 (SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 18), TOWN 4 SOUTH, RANGE 5 EAST, SALINE TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S01°43'54"E 1382.80 FEET ALONG THE EAST LINE OF SAID SECTION 19; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE CENTERLINE OF WEST MICHIGAN AVENUE (US HIGHWAY 12) (100 FEET WIDE): 188.16 FEET ALONG THE ARC OF A 2387.03 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING S48°29'12"W 188.11 FEET, S46°13'42"W 710.25 FEET, 323.18 FEET ALONG THE ARC OF A 13070.86 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING S46°56'12"W 323.18 FEET, S47°38'42"W 1738.30 FEET, 301.95 FEET ALONG THE ARC OF A 6487.58 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING S48°58'42"W 301.92 FEET, AND S50°18'42"W 242.49 FEET; THENCE N01°41'14"W 1012.00 FEET ALONG THE NORTH–SOUTH 1/4 LINE OF SAID SECTION 19; THENCE S88°27'18"W 1155.60 FEET ALONG THE EAST–WEST 1/4 LINE OF SAID SECTION 19; THENCE N01°49'04"W 348.76 FEET; THENCE S84°26'26"W 1127.82 FEET; THENCE N01°53'18"W 2371.98 FEET; THENCE S88°12'36"W 33.00 FEET; THENCE N02°00'34"W 2697.14 FEET ALONG THE WEST LINE OF SAID SECTION 18 (AS REMONUMENTED); THENCE N88°39'08"E 2338.55 FEET (RECORDED AS S87°37'42"E 2353.51 FEET) ALONG THE EAST–WEST 1/4 LINE OF SAID SECTION 18 (AS REMONUMENTED); THENCE S01°57'39"E 4.31 FEET TO A POINT ON THE CENTERLINE OF THE SALINE RIVER, SAID POINT BEARING N01°57'39"W 23.96 FEET FROM REFERENCE POINT "A" ON AN INTERMEDIATE TRAVERSE LINE SOUTH OF AND APPROXIMATELY PARALLEL TO THE SALINE RIVER; THENCE NORTHEASTERLY 1582 FEET, MORE OR LESS, ALONG THE CENTERLINE OF THE SALINE RIVER; THENCE S01°54'15"E (RECORDED AS SOUTH) 36.44 FEET ALONG THE EAST 1/8 LINE OF SAID SECTION 18 (AS PREVIOUSLY SURVEYED AND MONUMENTED) TO REFERENCE POINT "B" ON SAID INTERMEDIATE TRAVERSE LINE, SAID REFERENCE POINT "B" BEARING THE FOLLOWING THREE (3) COURSES FROM SAID REFERENCE POINT "A" ALONG SAID INTERMEDIATE TRAVERSE LINE: N69°17'58"E 117.25 FEET, N51°36'48"E 1010.48 FEET, AND N66°21'38"E 430.01 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE EAST 1/8 LINE OF SAID SECTION 18 (AS PREVIOUSLY SURVEYED AND MONUMENTED): S01°54'15"E (RECORDED AS SOUTH) 789.72 FEET, S01°54'08"E 1327.66 FEET, AND S01°53'57"E 1334.85 FEET; THENCE N88°15'06"E 1322.82 FEET TO THE PLACE OF BEGINNING, CONTAINING 525.083 ACRES OF LAND, MORE OR LESS, SAID LAND BEING 523.508 ACRES OF LAND, MORE OR LESS, TO THE INTERMEDIATE TRAVERSE LINE, AND 1.575 ACRES OF LAND, MORE OR LESS FROM THE INTERMEDIATE TRAVERSE LINE TO THE CENTERLINE OF THE SALINE RIVER, SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SOUTHEAST 50 FEET AS OCCUPIED BY SAID WEST MIGHIGAN AVENUE (US HIGHWAY 12), ALSO BEING SUBJECT TO THE RIGHTS OF THE UNITED STATES AND THE STATE OF MICHIGAN AND FOR COMMERCE, NAVIGATION, RECREATION AND FISHERY, THE BED OF THE SALINE RIVER, ALSO BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.

ALSO: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 19, TOWN 4 SOUTH, RANGE 5 EAST, SALINE TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE N88°27'18"E 1158.22 FEET ALONG THE EAST–WEST 1/4 LINE OF SAID SECTION 19 FOR A PLACE OF BEGINNING; THENCE S01°36'56"E 596.68 FEET (RECORDED AS N00°13'25"E 597.07 FEET); THENCE N83°54'25"E 53.19 FEET (RECORDED AS S85°28'23"W 53.45 FEET); THENCE S14°23'36"E 841.20 FEET (RECORDED AS N12°35'37"W 841.09 FEET); THENCE S72°08'14"W 930.55 FEET (RECORDED AS N73°55'27"E 930.54 FEET); THENCE N01°55'40"W 334.23 FEET (RECORDED AS S00°08'15"E 334.15 FEET); THENCE S88°24'23"W 461.62 FEET (RECORDED AS S89°43'25"E 462.0 FEET); THENCE N01°55'31"W 1259.50 FEET (RECORDED AS S00°08'15"E 1259.54 FEET); THENCE N84°20'50"E 1127.36 FEET (RECORDED AS S86°09'52"W 1128.16 FEET) TO THE PLACE OF BEGINNING, CONTAINING 39.980 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.

ATWELL
866.850.4200 www.atwell.com
NO OFFICE SELECTED

CAD FILE:

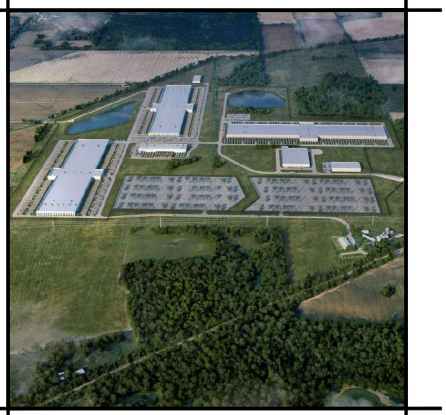
EXHIBIT B

(Final Site Plan Sheets)

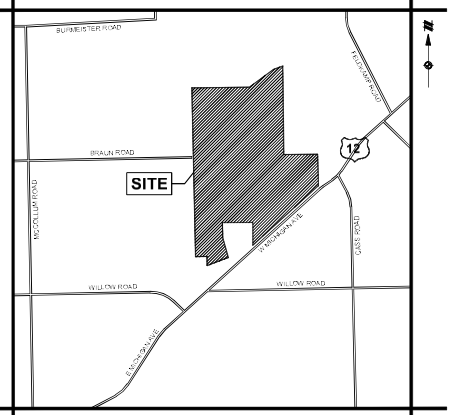
PROJECT MITTEN

SALINE TOWNSHIP
WASHTENAW COUNTY, MICHIGAN 48176

SITE PLANS



DEVELOPMENT RENDERING
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

DEVELOPMENT TEAM

DEVELOPER / APPLICANT
RD MICHIGAN PROPERTY OWNER I LLC
30 HUDSON YARDS
NEW YORK, NY 10001
CONTACT: GREG GUSHEE
PHONE: 212-801-1000
EMAIL: ProjectMitten@related.com

ARCHITECT
CORGAN
5800 BRISTOL PARKWAY, SUITE 640
CULVER CITY, CA 90230
CONTACT: MARCELA DeLONG
PHONE: 214-757-1835
EMAIL: Marcela.DeLong@corgan.com

CIVIL ENGINEER
ATWELL, LLC
12745 23 MILE ROAD
SHELBY TWP., MI 48315
CONTACT: MICHAEL McPHERSON
EMAIL: mmcpherson@atwell.com
PHONE: 586-786-9800

MEP
kW MISSION CRITICAL ENGINEERING
250 WEST 34th STREET, 4TH FLOOR
NEW YORK, NY 10119
CONTACT: THOMAS HAUGNEY
PHONE: 212-465-5701
EMAIL: Thomas.Haughney@wsp.com

GOVERNING AGENCIES / UTILITY CONTACTS

MUNICIPALITY
SALINE TOWNSHIP
5731 BRAUN ROAD
SALINE, MI 48176-9724
PHONE: 734-429-9174

STORM WATER
WASHTENAW COUNTY WATER RESOURCES
705 NORTH ZEEB ROAD
ANN ARBOR, MI, 48013
CONTACT: MATT BYRNE
PHONE: 734-222-6860
EMAIL: byrnem@washtenaw.org

SESC
WASHTENAW COUNTY WATER RESOURCES
COMMISSIONER'S OFFICE
705 NORTH ZEEB ROAD, 2ND FLOOR
ANN ARBOR, MI 48013
CONTACT: KATIE LEE
PHONE: 734-333-6860
EMAIL: drains@washtenaw.org

WATER & SEWER
WASHTENAW COUNTY HEALTH DEPT.
705 NORTH ZEEB ROAD
ANN ARBOR, MI 48103
CONTACT: GRETCHEN DRISKELL
PHONE: 734-222-3800

MDOT
BRIGHTON TSC
10321 EAST GRAND RIVER, SUITE 500
BRIGHTON, MI 48116
CONTACT: MARK SWEENEY
PHONE: 810-227-4681
EMAIL: sweeneym@michigan.gov

WETLANDS
EGLE JACKSON DISTRICT OFFICE
301 EAST LOUIS GLICK HWY.
JACKSON, MI 49201-1556
PHONE: 517-780-7960

LEGAL DESCRIPTION

DESCRIPTION OF A 565.066 ACRE PARCEL OF LAND LOCATED IN SECTIONS 18 & 19, TOWN 4 SOUTH, RANGE 5 EAST, SALINE TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

BEGINNING AT THE NORTHEAST CORNER OF SECTION 19 (SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 18), TOWN 4 SOUTH, RANGE 5 EAST, SALINE TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S01°43'54"E 1382.80 FEET ALONG THE EAST LINE OF SAID SECTION 19; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE CENTERLINE OF WEST MICHIGAN AVENUE (US HIGHWAY 12) (100 FEET WIDE): 188.16 FEET ALONG THE ARC OF A 2387.03 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING S48°29'12"W 188.11 FEET, S46°13'42"W 710.25 FEET, 323.18 FEET ALONG THE ARC OF A 13070.86 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING S46°56'12"W 323.18 FEET, S47°38'42"W 1738.30 FEET, 301.95 FEET ALONG THE ARC OF A 6487.58 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING S48°58'42"W 301.92 FEET, AND 242.50 FEET ALONG THE ARC OF A 9044.48 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING S50°18'42"W 242.49 FEET; THENCE N01°41'14"W 1012.00 FEET ALONG THE NORTH–SOUTH 1/4 LINE OF SAID SECTION 19; THENCE S88°27'18"W 1155.60 FEET ALONG THE EAST–WEST 1/4 LINE OF SAID SECTION 19; THENCE N01°49'04"W 348.76 FEET; THENCE S84°26'29"W 1127.82 FEET; THENCE N01°53'18"W 2371.98 FEET; THENCE S88°12'36"W 33.00 FEET; THENCE N02°00'34"W 2697.14 FEET ALONG THE WEST LINE OF SAID SECTION 18 (AS REMONUMENTED); THENCE N88°39'08E 2338.55 FEET (RECORDED AS S87°37'42"E 2353.51 FEET) ALONG THE EAST–WEST 1/4 LINE OF SAID SECTION 18 (AS REMONUMENTED); THENCE S01°57'39"E 4.31 FEET TO A POINT ON THE CENTERLINE OF THE SALINE RIVER, SAID POINT BEARING N01°57'39"W 23.96 FEET FROM REFERENCE POINT "A" ON AN INTERMEDIATE TRAVERSE LINE SOUTH OF AND APPROXIMATELY PARALLEL TO THE SALINE RIVER; THENCE NORTH-EASTERLY 1582 FEET, MORE OR LESS, ALONG THE CENTERLINE OF THE SALINE RIVER; THENCE S01°54'08"E (RECORDED AS SOUTH) 36.45 FEET ALONG THE EAST 1/8 LINE OF SAID SECTION 18 (AS PREVIOUSLY SURVEYED AND MONUMENTED) TO REFERENCE POINT "B" ON SAID INTERMEDIATE TRAVERSE LINE, SAID REFERENCE POINT "B" BEARING THE FOLLOWING THREE (3) COURSES FROM SAID REFERENCE POINT "A" ALONG SAID INTERMEDIATE TRAVERSE LINE: N69°17'58"E 117.25 FEET, N51°36'48"E 1010.48 FEET, AND N66°21'36"E 430.01 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE EAST 1/8 LINE OF SAID SECTION 18 (AS PREVIOUSLY SURVEYED AND MONUMENTED): S01°54'08"E (RECORDED AS SOUTH) 789.72 FEET, S01°54'08"E 1327.65 FEET, AND S01°53'57"E 1334.85 FEET; THENCE N88°15'06"E 1322.82 FEET TO THE PLACE OF BEGINNING, CONTAINING 525.088 ACRES OF LAND, MORE OR LESS, SAID LAND BEING 523.511 ACRES OF LAND, MORE OR LESS, TO THE INTERMEDIATE TRAVERSE LINE, AND 1.575 ACRES OF LAND, MORE OR LESS FROM THE INTERMEDIATE TRAVERSE LINE TO THE CENTERLINE OF THE SALINE RIVER, SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SOUTHEAST 50 FEET AS OCCUPIED BY SAID WEST MICHIGAN AVENUE (US HIGHWAY 12), ALSO BEING SUBJECT TO THE RIGHTS OF THE UNITED STATES AND THE STATE OF MICHIGAN AND FOR COMMERCE, NAVIGATION, RECREATION AND FISHERY, THE BED OF THE SALINE RIVER, ALSO BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.

ALSO: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 19, TOWN 4 SOUTH, RANGE 5 EAST, SALINE TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE N88°27'18"E 1158.22 FEET ALONG THE EAST–WEST 1/4 LINE OF SAID SECTION 19 FOR A PLACE OF BEGINNING; THENCE S01°36'56"E 596.68 FEET (RECORDED AS N00°13'25"E 597.07 FEET); THENCE N83°54'25"E 53.19 FEET (RECORDED AS S85°28'23"W 53.45 FEET); THENCE S14°23'36"E 841.20 FEET (RECORDED AS N12°35'37"W 841.09 FEET); THENCE S72°08'14"W 930.55 FEET (RECORDED AS N73°55'27"E 930.54 FEET); THENCE N01°55'40"W 334.23 FEET (RECORDED AS S00°08'15"E 334.15 FEET); THENCE S88°24'23"W 461.62 FEET (RECORDED AS S89°43'25"E 462.0 FEET); THENCE N01°55'31"W 1259.50 FEET (RECORDED AS S00°08'15"E 1258.54 FEET); THENCE N84°20'50"E 1127.36 FEET (RECORDED AS S89°09'52"W 1128.16 FEET) TO THE PLACE OF BEGINNING, CONTAINING 39.980 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.

PROJECT NARRATIVE

THE PROPOSED DEVELOPMENT IS FOR USE AS A DATA CENTER AND ANCILLARY USES. THE PROJECT PRIMARILY CONSISTS OF THREE (3) LARGE (+/-550,000 SFT – EACH) SINGLE STORY COMPUTE BUILDINGS, A CORE BUILDING (+/-80,000 SFT) AND TWO SUBSTATIONS. IN ADDITION, SUPPORT INFRASTRUCTURE INCLUDING A WAREHOUSE (+/-100,000 SFT), ADMINISTRATION BUILDING (+/-40,000 SFT), AND GUARD SHACK (>500 SFT) ARE ALSO PROPOSED. THE TOTAL DEVELOPED AREA, INCLUDING UTILITY INFRASTRUCTURE, ROADS, AND PARKING WILL BE APPROXIMATELY 250-ACRES. THE PROJECT WAS SITED, DESIGNED, AND WILL BE CONSTRUCTED TO MITIGATE NATURAL FEATURE MPACTS AND ENHANCE COMPATIBILITY WITH SURROUNDING LAND USES. THIS WAS ACCOMPLISHED BY USING THE SITE TOPOGRAPHY, INCREASING SETBACKS, AND PROVIDING EXTENSIVE SCREENING.

WETLANDS

THERE ARE EXISTING REGULATED WETLANDS ON-SITE WHICH ARE PROPOSED TO BE IMPACTED. EGLE PERMITS WILL BE ACQUIRED AS NECESSARY.

FLOODPLAIN

PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MAP NO. 26161C0550E DATED 04/03/2012 , THE SITE LIES WITHIN THE FLOODPLAIN CLASSIFICATION ZONE X.

SHEET INDEX

C100 COVER
C101 OVERALL LAYOUT PLAN
C102 LAYOUT PLAN
C103 LAYOUT PLAN
C104 LAYOUT PLAN
C105 LAYOUT PLAN
C106 LAYOUT PLAN
C107 LAYOUT PLAN
C108 DELIVERY TRUCK PLAN
C109 EMERGENCY TRUCK PLAN
C110 PRELIMINARY GRADING & STORMWATER
C111 PRELIMINARY GRADING & STORMWATER
C112 PRELIMINARY GRADING & STORMWATER
C113 PRELIMINARY GRADING & STORMWATER
C114 PRELIMINARY STORMWATER CALCULATIONS
C120 PRELIMINARY UTILITY PLAN
C121 PRELIMINARY UTILITY PLAN

ATTACHED PLANS

PLAN TYPE	OWNER
LANDSCAPE PLANS	ALLEN DESIGN
ALTA SURVEY	ATWELL
ELECTRICAL PLANS	kW ENGINEERING
COMPUTE BUILDING ELEVATIONS	CORGAN
COMPUTE BUILDING FLOOR PLAN	CORGAN
CORE BUILDING ELEVATIONS	CORGAN
CORE BUILDING FLOOR PLAN	CORGAN
SECURITY BUILDING ELEVATIONS	CORGAN
WAREHOUSE ELEVATIONS	CORGAN
DUMPSTER DETAILS	CORGAN
SITE FENCING DETAILS	CORGAN

811 Know what's below. Call before you dig.
THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO HAVE ANY CONTROL OVER THE CONTRACTOR'S WORK, OR POWER TO EXERCISE CONTROL OVER THE WORK, OR MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OF CONSTRUCTION, OR THE SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, OR ANY HEALTH OR SAFETY PRECAUTIONS, OR FOR ANY NONCOMPLIANCE BY THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS WITH ANY APPLICABLE LAWS, RULES, REGULATIONS, ORDINANCES, CODES OR ORDERS OF ANY PUBLIC OR QUASI-PUBLIC AUTHORITY, OR FOR THE CONTRACTOR'S FAILURE TO PERFORM ITS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES, AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.

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SALINE TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

RELATED DIGITAL
PROJECT MITTEN
SITE PLANS
COVER

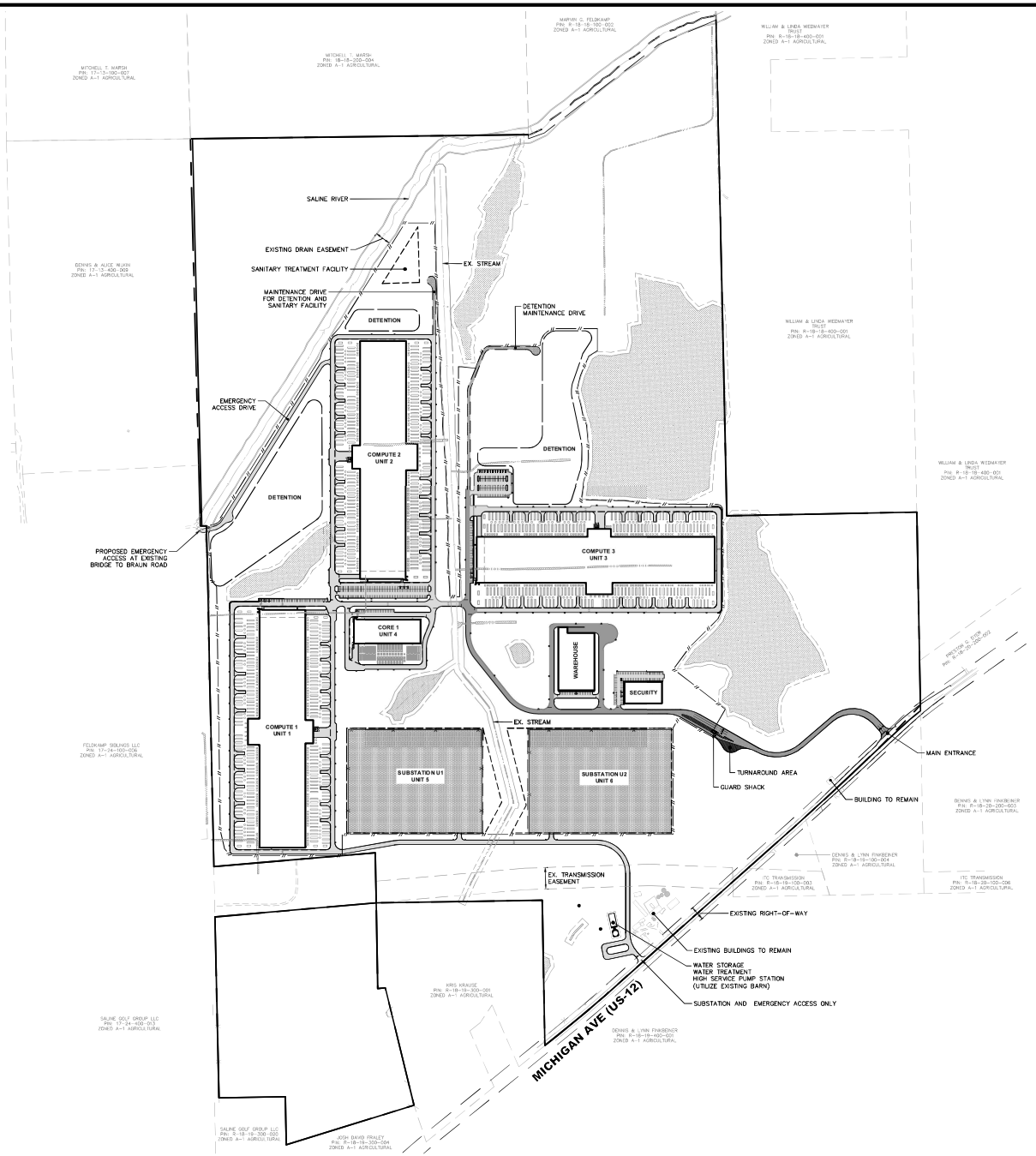
DATE
AUGUST 14, 2025
REVISIONS/SUBMITTALS
1 - ADD'L SITE PLAN SUBMITTAL

STATE OF MICHIGAN
Michael McPherson
License No. 6201058643
LICENSED PROFESSIONAL ENGINEER

0
NO SCALE

DRAWN BY: EM
CHECKED BY: EM
PROJECT MANAGER: MM
JOB #: 25004650
SHEET NO.
C100

CAD FILE K:\25004650\DWG\PLAN SET\SITE PLANS\25004650 - SP - 100-C



LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- UNIT BOUNDARY
- REGULATED WETLAND
- ASPHALT
- CONCRETE
- PROPOSED CHAIN LINK FENCE
- PROPOSED SECURITY FENCE
- EXISTING OVERHEAD LINES

SITE DATA

PARCEL DATA

PARCEL ID	AREA
R-18-18-400-002	54.46 AC
R-18-18-400-003	58.58 AC
R-18-19-100-002	174.62 AC
R-18-18-300-002	126.99 AC
R-18-19-200-002	16.73 AC
R-18-19-200-001	34.67 AC
R-18-19-300-002	39.98 AC
R-18-19-100-001	75.97 AC
TOTAL	582 AC

BUILDING DATA

BUILDING	AREA	HEIGHT
COMPUTE 1	551,955 SF	30'-0"
COMPUTE 2	551,955 SF	30'-0"
COMPUTE 3	551,955 SF	30'-0"
CORE	76,190 SF	27'-0"
WAREHOUSE	120,000 SF	30'-0"
SECURITY	40,050 SF	24'-0"
GUARD SHACK	405 SF	TBD
TOTAL	1,905,631 SF	

GROUND FLOOR COVERAGE 18%
FLOOR AREA RATIO 7.5%

STANDARD PARKING DATA

	PROPOSED	REQUIRED	FORMULA
TOTAL	592 SPACES	155 SPACES	5+1/EMPLOYEE (150 EMPLOYEES)

ACCESSIBLE PARKING DATA

	PROPOSED	REQUIRED	FORMULA
TOTAL	22 SPACES	12 SPACES	2% OF TOTAL
VAN	2 SPACES	2 SPACES	1/6 ADA SPACES

SETBACKS

75' FROM PROPERTY LINE (PER CONDITIONAL REZONING AGREEMENT)

811 Know what's below. Call before you dig.

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NOTICE:

CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR JOB SITE SAFETY OF PERSONS OR PROPERTY, INCLUDING THE WORK OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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SALINE TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

RELATED DIGITAL
PROJECT MITTEN
SITE PLANS

OVERALL LAYOUT PLAN

DATE
AUGUST 14, 2025

REVISIONS/SUBMITTALS
08-14-2025 SITE PLAN SUBMITTAL

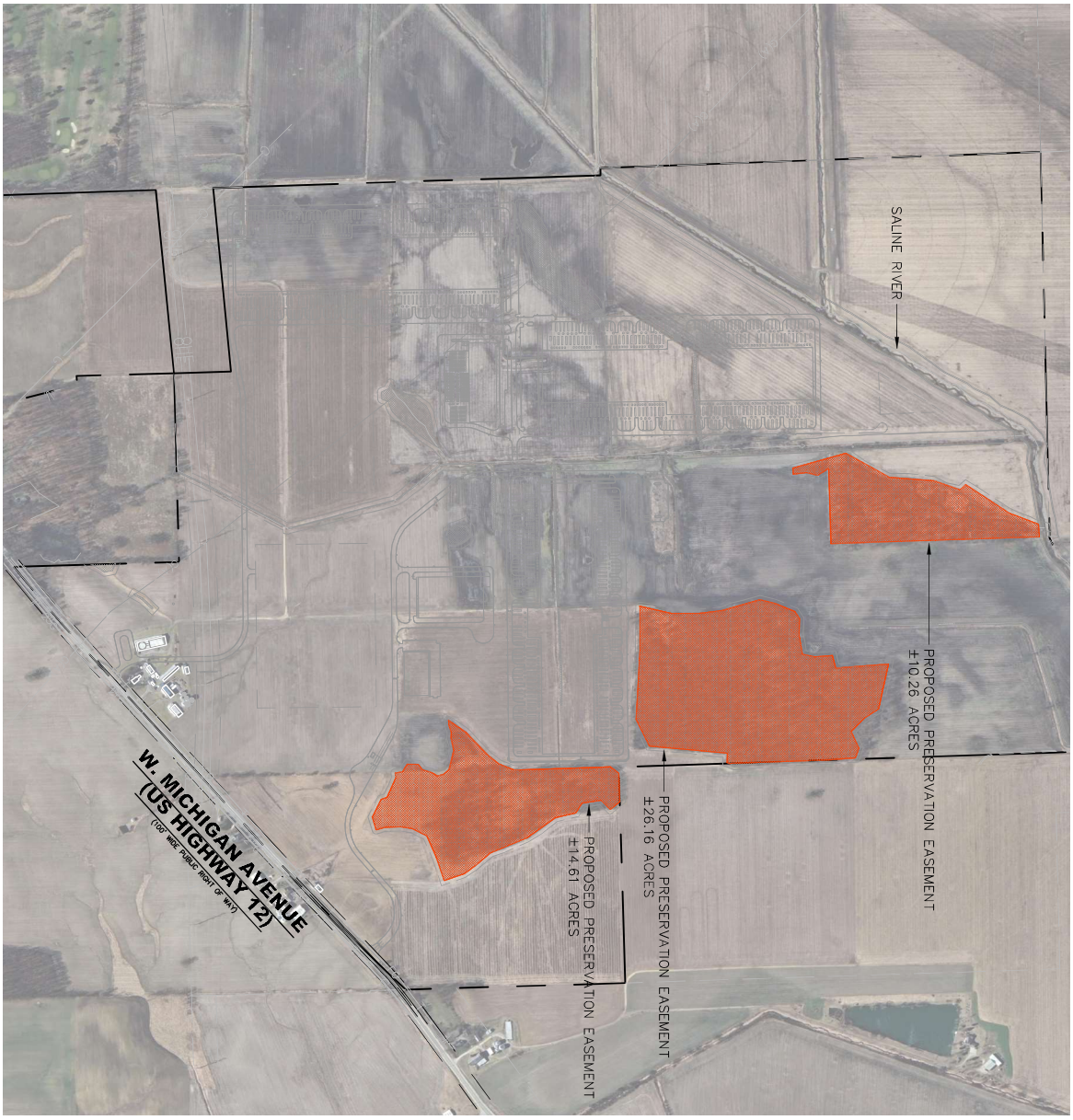
0 175' 350'
SCALE: 1" = 350'

DRAWN BY: EM
CHECKED BY: EM
PROJECT MANAGER: MM
JOB #: 25004850
SHEET NO.
C101

DWG FILE: K:\2025\25004850\DWG\PLAN SET\SITE PLANS\25004850_SP_100.dwg

EXHIBIT C

(Conservation Easement Area)



SCALE: 1" = 700'
0 350' 700'

DATE: 08-05-2025

DRAWN BY: PP

PROJECT MITTEN

CONSERVATION EASEMENT SKETCH

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(586) 786-9800

CAD FILE: K:\25004650\DWG\LIBRARY\25004650 WS024 CONSERVATION EASEMENT SKETCH

EXHIBIT D

(Form of Application for Industrial Facilities Exemption Certificate)

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7491.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	▸ Date Received by Local Unit
STC Use Only	
▸ Application Number	▸ Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

▸ 1a. Company Name (Applicant must be the occupant/operator of the facility)	▸ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 7374	
▸ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location)	▸ 1d. City/Township/Village (indicate which) Saline Township	▸ 1e. County Washtenaw
▸ 2. Type of Approval Requested [X] New (Sec. 2(5)) [ ] Transfer [ ] Speculative Building (Sec. 3(8)) [ ] Rehabilitation (Sec. 3(6)) [ ] Research and Development (Sec. 2(10)) [ ] Increase/Amendment	▸ 3a. School District where facility is located Saline Area School District	▸ 3b. School Code 81120
	4. Amount of years requested for exemption (1-12 Years) 12 Years (after completion)	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▸ 1,311,000,000.00 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▸ 3,500,000,000.00 Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	▸ 4,811,000,000.00 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)		
Real Property Improvements ▸	12/25/2025		▸ [ ] Owned	[X] Leased
Personal Property Improvements ▸			▸ [X] Owned	[ ] Leased

▸ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. [ ] Yes [ ] No

▸ 9. No. of existing jobs at this facility that will be retained as a result of this project. 0 (zero) - vacant land	▸ 10. No. of new jobs at this facility expected to create within 2 years of completion.

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) .....
b. TV of Personal Property (excluding inventory) .....
c. Total TV .....

▸ 12a. Check the type of District the facility is located in:

[X] Industrial Development District [ ] Plant Rehabilitation District

▸ 12b. Date district was established by local government unit (contact local unit)	▸ 12c. Is this application for a speculative building (Sec. 3(8))? [ ] Yes [ ] No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name	13b. Telephone Number	13c. Fax Number	13d. E-mail Address
N. Banu Basaran	(517) 374-9100	(517) 374-9191	nbbasaran@dykema.com
14a. Name of Contact Person	14b. Telephone Number	14c. Fax Number	14d. E-mail Address

▶ 15a. Name of Company Officer (No Authorized Agents)		
15b. Signature of Company Officer (No Authorized Agents)	15c. Fax Number	15d. Date
▶ 15e. Mailing Address (Street, City, State, ZIP Code)	15f. Telephone Number	15g. E-mail Address

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit

☐ Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12)

After Completion ☐ Yes ☐ No

☐ Denied (Include Resolution Denying)

16a. Documents Required to be on file with the Local Unit

Check or Indicate N/A if Not Applicable

☐ 1. Notice to the public prior to hearing establishing a district.
☐ 2. Notice to taxing authorities of opportunity for a hearing.
☐ 3. List of taxing authorities notified for district and application action.
☐ 4. Lease Agreement showing applicants tax liability.

16b. The State Tax Commission Requires the following documents be filed for an administratively complete application:

Check or Indicate N/A if Not Applicable

☐ 1. Original Application plus attachments, and one complete copy
☐ 2. Resolution establishing district
☐ 3. Resolution approving/denying application.
☐ 4. Letter of Agreement (Signed by local unit and applicant)
☐ 5. Affidavit of Fees (Signed by local unit and applicant)
☐ 6. Building Permit for real improvements if project has already begun
☐ 7. Equipment List with dates of beginning of installation
☐ 8. Form 3222 (if applicable)
☐ 9. Speculative building resolution and affidavits (if applicable)

16c. School Code	
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

Instruction for Completing Form 1012, *Industrial Facilities Tax Exemption (IFT) Application*

The completed original application form 1012 and all required attachments, **MUST** be filed with the clerk of the local unit of government where the facility is or will be located. Complete applications must be received by the State Tax Commission by October 31 to ensure processing and certification for the following tax year. Applications received after the October 31 deadline will be processed as expeditiously as possible.

Please note that attachments listed on the application in number 16a are to be retained by the local unit of government, and attachments listed in number 16b are to be included with the application when forwarding to the State Tax Commission (STC).

(Before commencement of a project the local unit of government must establish a district, or the applicant must request in writing a district be established, in order to qualify for an IFT abatement. Applications and attachments must be received by the local unit of government **within six months of commencement of project.)**

The following information is required on separate documents attached to form 1012 by the applicant and provided to the local unit of government (city, township or village). (Providing an accurate school district where the facility is located is vital.):

1. Legal description of the real property on which the facility is or will be located. Also provide property identification number if available.
2. Personal Property Requirements: Complete list of new machinery, equipment, furniture and fixtures which will be used in the facility. The list should include description, **beginning date of installation** or expected installation by **month/day/year**, and costs or expected costs (see sample). Detail listing of machinery and equipment **must match amount shown** on question 6b of the application. Personal property applications must have attached a certified statement/affidavit as proof of the beginning date of installation (see sample).
3. Real Property Requirements: Proof of date the construction started (groundbreaking). Applicant must include one of the following if the project has already begun; building permit, footings inspection report, or certified statement/affidavit from contractor indicating exact date of commencement.
4. Complete copy of lease agreement as executed, if applicable, verifying lessee (applicant) has direct ad valorem real and/or personal property tax liability. The applicant must have real and/or personal property tax liability to qualify for an IFT abatement on leased property. If applying for a real property tax exemption on leased property, the lease must run the full length of time the abatement is granted by the local unit of government. Tax liability for leased property should be determined before sending to the STC.

The following information is required of the local unit of government: [Please note that only items 2, 4, 5, 6, & 7 below are forwarded to the State Tax Commission with the application, along with items 2 & 3 from above. The original is required by the STC. The remaining items are to be retained at the local unit of government for future reference. **(The local unit must verify that the school district listed on all IFT applications is correct.)**]

1. A copy of the notice to the general public and the certified notice to the property owners concerning the establishment of the district.
2. **Certified copy of the resolution establishing the Industrial Development District (IDD) or Plant Rehabilitation District (PRD), which includes a legal description of the district (see sample). If the district was not established prior to the commencement of construction, the local unit shall include a certified copy or date stamped copy of the written request to establish the district.**
3. Copy of the notice and the certified letters to the taxing authorities regarding the hearing to approve the application.
4. **Certified copy of the resolution approving the application. The resolution must include the number of years the local unit is granting the abatement and the statement "the granting of the Industrial Facilities Exemption Certificate shall not have the effect of substantially impeding the operation of (governmental unit), or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in (governmental unit – see sample).**
5. **Letter of Agreement (signed by the local unit of government and the applicant per P.A. 334 of 1993 (see sample)).**
6. **Affidavit of Fees (signed by the local unit of government and the applicant), (Bulletin 3, January 16, 1998). This statement may be**

incorporated into the Letter of Agreement (see sample).

7. Treasury Form 3222 (if applicable - *Fiscal Statement for Tax Abatement Request*.)

The following information is required for rehabilitation applications in addition to the above requirements:

1. A listing of existing machinery, equipment, furniture and fixtures which will be replaced or renovated. This listing should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs.
2. A rehabilitation application must include a statement from the Assessor showing the taxable valuation of the plant rehabilitation district, separately stated for real property (EXCLUDING LAND) and personal property. Attach a statement from the assessor indicating the obsolescence of the property being rehabilitated.

The following information is required for speculative building applications in addition to the above requirements:

1. A certified copy of the resolution to establish a speculative building.
2. A statement of non-occupancy from the owner and the assessor.

Please refer to the following Web site for P.A. 198 of 1974: **www.legislature.mi.gov/**. For more information and Frequently Asked Questions, visit **www.michigan.gov/propertytaxexemptions**.