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.

KATHRYN ELIZABETH HAUSHALTER,

Proposed Intervenor and Cross-Complainant,

v.

SALINE TOWNSHIP, a Michigan municipal corporation,

Cross-Defendant.

Civil Action No. 25-001577-CZ

Honorable Julie B. Owdzeij

PLAINTIFFS' RESPONSE IN OPPOSITION TO MOTION TO INTERVENE

DYKEMA GOSSETT PLLC
Alan M. Greene (P31984)
Krista L. Lenart (P59601)
Samuel R. Kilberg (P82188)
Attorneys for Plaintiffs
39577 Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48304

CASTLEBERRY & LUCAS
Frederick Lucas (P29074)
7577 US Highway 12
Onstead, MI 49265-9834
(517) 467-4000
fred@castleberrylucas.com

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(248) 203-0700
agreene@dykema.com
klenart@dykema.com
skilberg@dykema.com

LANDRY MAZZEO DEMBINSKI &
STEVENS PC
David Landry (P32055)
37000 Grand River Ave.
Farmington Hills, MI 48325
(248) 476-6900
dlandry@lmdlaw.com
Counsel for Defendant

Ellis Boal (P10913)
9330 Woods Rd.
Charlevoix, MI 49720-1698
(231) 547-2626
ellisboal@voyager.net

ECKLAND & BLANDO LLP
Robert T. Dube Jr.*
100 Washington Ave. South
Minneapolis, MN 55401
(612) 236-0160
rdube@ecklandblando.com

*Motion for Temporary Admission
Forthcoming

Counsel for Proposed Intervening Co-Defendant and Cross-Claimant

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I. INTRODUCTION

Plaintiffs RD Michigan Property Owner I LLC (the "Developer"), and Feldkamp Siblings, LLC, Dennis Finkbeiner, Lynn Ellen Finkbeiner, Wilkin Farm Properties I, LLC, Dennis C. Wilkin, and Alice M. Wilkin (the "Property Owners" and, with Developer, collectively the "Plaintiffs"), by their attorneys Dykema Gossett PLLC, submit this response in opposition to proposed intervenor Kathryn Elizabeth Haushalter's ("Intervenor") Motion to Intervene in this closed case. As set forth in detail below, the underlying dispute involves a data center project in Saline Township. Following extensive negotiations and lengthy public informational and comment periods, the Township approved a proposed Consent Judgment (the "CJ") to resolve this litigation at its public meeting on October 1, 2025. The CJ was entered by the Court on October 15, 2025, and the case was closed. A certified copy of the CJ was recorded against the properties by the Register of Deeds on November 7, 2025.

Almost 10 weeks after the Township approved the CJ and 8 weeks after the Court entered the CJ and closed the case, Intervenor, who does not even own any property that abuts or is adjacent to the data center project, seeks to re-open the case, intervene as a party-defendant and then seeks to set aside the CJ. The primary basis of this collateral attack on this final and unappealable judgment asserted by Intervenor is that the "Township did not appropriately vote to negotiate or approve in an open meeting" the CJ pursuant to the Michigan Open Meetings Act. (Intervenor Br. at pp. 3, 7.) The Township, guided by its experienced land-use attorneys, properly approved the Consent Judgment at an open public meeting and Intervenor's Motion is otherwise improper, untimely and without any merit and frivolous and should be denied without delay.

II. PROCEDURAL BACKGROUND AND STATEMENT OF FACTS

A. The Proposed Data Center Project

The Property Owners collectively own approximately 575 acres of land on the north side

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of Michigan Avenue in Saline Township (the "Property"). Developer entered into agreements with the Property Owners to acquire the Property in order to develop and operate a data center on a portion of the Property (the "Data Center" or the "Project").

A Data Center describes a physical location that stores computing machines and their related hardware equipment. It contains the computing infrastructure that information technology systems require, such as computers, data storage drives, and network equipment. It is the physical facility that stores any company's digital data. The Data Center is subject to long-term leases with Oracle America Cloud Services LLC ("Oracle"), one of the nation's premier technology companies, in order to help satisfy the exploding demand for computer storage facilities to support consumer and business demand.

On July 10, 2025, the Developer submitted to Saline Township an application seeking to rezone the Property from an agricultural designation to the Township's I-1 (industrial/research) zoning designation. Prior to submitting the rezoning request, Developer participated in numerous public meetings and discussions with Township officials and staff and local residents to provide detailed information regarding the Data Center and to answer questions raised by the Township and residents. The rezoning request included proposed conditions intended to address the concerns raised in those discussions with Township officials and residents. Shortly thereafter, Developer submitted a full site plan package for the Data Center. Developer also disclosed the time period within which it needed to complete construction of the Project in order to meet the business needs of its tenant.

The Project generated a great deal of media attention and public interest. After several lengthy meetings held by both the Township Board and Planning Commission, at its meeting on September 10, 2025, the Township Board voted to deny the rezoning request.

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B. **Plaintiffs File This Lawsuit and the Parties Negotiate and Approve a Settlement.**

Plaintiffs filed this action asserting several constitutional claims, including a claim for exclusionary zoning. The Township retained two law firms to represent its interests. The attorneys involved, David Landry and Fred Lucas, each have extensive experience in land use and zoning cases. Plaintiffs represented that, if there were to be good faith settlement negotiations, there was a very short window to do so before the date on which Oracle had a right to terminate the leases and go elsewhere.

Without making any commitment as to whether it would reach a settlement, the Township entered into settlement negotiations. In those discussions, the Township informed Plaintiffs of the key material concerns that needed to be addressed for Township Board consideration of any proposed settlement. Because of the intense public and media interest in the Project, the Township also insisted on a public engagement process that went well beyond what is typical in such settlement negotiations. Thus, before even considering any proposed settlement the Township held a public information meeting on September 24, 2025, where its counsel, David Landry, an experienced land-use attorney and former Mayor of the City of Novi, reviewed the nature and potential validity of Plaintiffs' claims in great detail. The Developer and Property Owners were also present to make another presentation regarding the Project and to answer all questions about the Property and the proposed Data Center.

Following the informational meeting, a proposed comprehensive draft consent judgment was provided to the Township by Plaintiffs for review and consideration. The Township scheduled a special public meeting (which included a closed session) on October 1, 2025, to consider the settlement of the lawsuit. The Township Board began the meeting in open session and explained that it would go into closed session to consult with its legal counsel and return to an open session

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thereafter. The Township Board then discussed the terms of a consent judgment with its attorneys in a closed session which lasted over 2 hours. After the Board came out of the closed session, the Township's attorney, Mr. Landry, presented to the public in detail all of the material terms of a proposed consent judgment to be voted upon by the Township Board later that evening. The Board then took further public comment and questions regarding the proposed consent judgment. After giving everyone an opportunity to be heard, the Board closed public comment.

Continuing in open session, a resolution "to approve the Consent Judgment with the terms outlined by our attorney" was made and seconded, and then the Board voted 4-1 to approve the CJ. (Video recordings of this meeting can be seen at www.youtube.com/watch?v=7t4BpgaEeTk (motion and vote from this shorter YouTube video starts at approximately the 4.0 minute mark) and vimeo.com/1158445613/1778049aac?share=copy&fl=sv&fe=ci (motion and vote from this longer video begins at approximately the 29 minute, 35 second mark); *see also* **Ex. 2**, Article from the Saline Post dated October 1, 2025, "Saline Township Board Approves Consent Judgment to Avoid Lawsuit, Awaits Response" and Article from MLive Michigan dated October 2, 2025.) The CJ was thereafter executed by the parties, including the Township Clerk and Supervisor, and submitted to the Court for entry on October 7, 2025. The Court entered the CJ on October 15, 2025, and it was recorded on November 7. A copy of the recorded CJ is attached as **Ex. 1**.[1]

The CJ contains many significant terms and conditions required by the Township Board intended to address virtually every material issue raised in the public meetings and discussions

[1] The Minutes for the October 1 Board meeting were approved by the Board on October 15. The parties had already executed the approved CJ and submitted it to the Court for entry. There was and is no requirement that the parties await approval of minutes (which often occurs weeks later) to move forward with the CJ. But there is simply no dispute that the Township Board properly approved the CJ at the public meeting and not in closed session.

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involving the Project,[2] including that:

1. The only permitted industrial/research use for the Property would be the Data Center. The Project could not be expanded beyond the site plan approved for the Project. Approximately 200 acres of the 575 acres would be preserved for agriculture use only.[3]

2. Conservation easements would be placed on 47.5 acres of existing woodland and wetland areas.

3. One of the primary objections to data centers in general is the high use of water to cool the computing equipment. But unlike other data centers, the Project would not use a high-water evaporative cooling process, but rather a closed-loop air cooled technology so that the only water usage for the Project would be for employee use, humidity control, landscape irrigation and fire suppression. And, just in case, if any wells or ponds on neighboring properties go dry as a result of water usage by the Data Center the Developer was required to install water monitoring wells and to pay all costs to restore the pond or water service of such neighboring wells.

4. There are substantial buffering, screening and landscaping requirements, access limitations and noise restrictions.

5. A total of $4 million would be contributed to a farmland preservation trust fund to be established by the Township.

6. A contribution of $2 million would be made to a community investment fund for, among other things, designing and constructing playgrounds and other amenities for children, improving Township buildings and facilities, and repair and maintenance of historic cemeteries.

7. A contribution to the Saline Area Fire Department in the amount of $7 million to be used at the discretion of the Fire Department; $500,000 to the Clinton Township Fire Department to be used at its discretion; and $500,000 to the Manchester Fire Department to be used at its discretion.

8. Developer agreed that it will not sell or lease the Project to a non-profit charitable or other tax-exempt entity.

9. There were various provisions dealing with minimizing disruptions and impacts during the construction phase of the Project, including the creation of a standing

[2] The Board was not only advised by its two law firms involved in this matter, but also had substantial input from its outside professional planning and engineering consultants Carlisle Wortman & Associates and Flies & Vandenbrink.

[3] In fact, Developer has entered into contracts to acquire a total of 1,051 acres of land and committed up to 750 acres of land around the 250-acre Data Center would be preserved as farmland, woodlands and wetlands.

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citizens advisory committee to work with the contractors and Developer during construction.

10. Finally, there are provisions for decommissioning the Project (including bonding requirements) in the event the data center use terminated.

In sum, the CJ approved and entered by the Court contains significant and carefully considered material benefits and protections for the Township and its residents. The Plaintiffs dismissed their claims (which had substantial merit), including for monetary damages, with prejudice. The CJ was thereafter recorded against the Property and all appeal periods have expired.

C. <u>Actions Taken By The Parties And Others in Reliance on the Consent Judgment.</u>

As previously stated, Developer has a very limited time period under the Oracle leases within which to commence and complete development of the Project for Oracle's use and operations. As a result, immediately upon approval of the CJ, the following activities, among many others, were undertaken and commitments made by Developer, the Property Owners, the Township and third parties in reliance on the CJ:

1. **<u>Construction.</u>** Walbridge is the general contractor for the Project. Walbridge has entered into subcontracts with numerous local subcontractors for the construction of the job. Approximately 2500 union construction workers are being mobilized. Walbridge has commenced initial development work pursuant to Notices to Proceed issued by Developer and as specifically authorized by par. 5 of the Consent Judgment (*See, e.g.,* example of Notice to Proceed attached as **Ex. A** to Affidavit of Gregory Gushee, attached as **Ex. 3** ("Gushee Aff."). As of the date of this response, Walbridge has approximately 83 workers on the Project each day who have already devoted approximately 25,000 hours on the Project (*Id.* at ¶5.A).

2. **<u>Equipment and Fixtures</u>**. Most of the equipment and fixtures for the Project are sophisticated and specially manufactured and require long lead times. Developer has already executed 22 purchase orders with 12 different companies for a collective cost of approximately $2.3 Billion (*See* Gushee Aff. at ¶5.D. and **Ex. B t**hereto.)[4]

3. **<u>Performance Guaranty</u>**. The Performance Guaranty required by par. 16 of the

[4] The Purchase Orders comprise hundreds of pages but would be made available if the Court wants to verify these facts.

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Consent Judgment was secured and provided to the Township. (Gushee Aff., at ¶5.B and **Ex. C** thereto.)

4. **Real Estate.** Examples of substantial work include: (i) Some of the Property Owners want to continue to farm portions of the lands they are selling but which are not used for the Data Center, and one wants to continue to reside in their home on the Property. Leases and license agreements have been negotiated to allow these continued farming and residential uses; and (ii) Plaintiff Feldkamp Siblings, LLC abandoned their farmhouse and barns, auctioned off their farm equipment and abandoned their wells. (Gushee Aff., at ¶ 5.K.)

5. **Termination of Farmland Tax Agreements.** Farmland preservation tax agreements on the Property have been terminated by the Township and some payments to repay taxes have already been made. (Gushee Aff., at ¶5.E.)

6. **Termination of Solar Easement**. The termination of an easement that permitted the development of a large-scale solar farm on 127 acres of the Property as required by the Township and reflected under paragraph 3.d. of the Consent Judgment has been executed by the easement holder and landowner. (Gushee Aff., at ¶5.H.)

7. **Lot Split.** The lot split called for in paragraph 15 of the Consent Judgment has been submitted and approved by the Township and County. (Gushee Aff., at ¶5.I.)

8. **Industrial Development District.** The Industrial Development District described in par. 14 of the Consent Judgment has been established by the Township Board at a public meeting on October 15, 2025. (Gushee Aff., at ¶5.J.)

9. **Other Permits and Approvals.** Numerous permits and approvals for the Project have already been issued by various governmental agencies, including Washtenaw County, the Michigan Department of Transportation and the Michigan Department of Environment, Great Lakes and Energy. (*See* Gushee Aff., at ¶5.C, and copies of permits and approvals attached as **Ex. D** thereto**.**)

10. **MPSC Approval of Electrical Supply Agreement.** Two complex energy supply and storage agreements between DTE and Oracle have been negotiated and thereafter approved after public hearings before the Michigan Public Service Commission. (*See* MPSC Order entered on 12/18/2025, attached as **Ex. E** to Gushee Aff.) The contracts between DTE and Oracle have been executed which obligate Oracle to purchase power from DTE for many years. (*See also* **Ex. 4** hereto, News Release from MPSC regarding approval of DTE contracts.)

11. **Line Extension Agreement.** DTE and Developer have executed an agreement for the construction of two power substations on the Property to serve the Project and Developer has already paid DTE a $40 Million non-refundable deposit. (Gushee Aff., at 5.G.) DTE is now moving forward with the development of the electrical substations on the Property.

The adverse economic and job impact and collateral losses caused by delaying or stopping

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the Project are almost beyond calculation. Contracts have been issued, equipment and materials procured and ordered, development work has commenced, and thousands of union-workers are mobilizing and are relying on the Project for the success of their businesses and livelihood. State and Washtenaw County approvals have been sought and issued. Billions of dollars in financing commitments and funding could be jeopardized, if not withdrawn, as a result of any delays.

D. <u>Intervenor's Untimely and Meritless Request to Intervene and Set Aside the Consent Judgment.</u>

Intervenor alleges she owns land near the Project. (*See* **Ex. 5**, aerial depicting the locations and relationship of the properties.) She does not disclose to the Court, however, that her land is not adjacent to the Property. The Project is located on the north side of Michigan Avenue, a State highway. Intervenor's land is located south of Michigan Avenue but does not even abut or have direct access on Michigan Avenue. There is another large farm and homestead located between Intervenor's property and Michigan Avenue. The owner of the property between Intervenor's land and the Project does not oppose the Data Center. In fact, as shown on **Ex. 6,** most of the homeowners in closer proximity to the Project do not oppose the Project and will remain in their homes during construction and operation of the Project. While the closest point of Intervenor's property to the Data Center Property is 2.5 football fields away, the one-story Data Center buildings will be set back extensively from the Property lines, at a much lower elevation, and screened with landscaping and berms as specifically required in the Consent Judgment. A residential structure located on Intervenor's land is over ¾ miles away from the nearest Data Center building and, to reiterate, separated by a State highway.

Moreover, there is absolutely no conflict between the Data Center operations (sophisticated computer equipment in a one-story building) and agricultural activities. (*See* rendering of the one-story Data Center and related information attached as **Ex. 6.**) As previously mentioned, the

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Developer has restricted the use of approximately 750 acres of additional land it is purchasing around the Data Center for farming activities. Supporters of the Project will continue to farm the lands abutting and surrounding the Data Center buildings.

Intervenor wants to re-open this closed case and intervene in order to set aside the CJ (essentially, collaterally attack it) on the alleged basis that the Township Board violated the Michigan Open Meetings Act ("OMA") by the manner in which it approved the CJ. Intervenor alleges, contrary to the indisputable videos of the October 1 meeting and other evidence, that the Township approved the CJ in closed session and not in open session. On the contrary, the Township was guided by its experienced municipal attorneys who explained at the public meeting that the Township had not made any decision in closed session and that it would be voting on the CJ described in detail to the public by the Township's attorneys in open session at the meeting.[5] Intervenor now wants to belatedly attack the CJ and deprive Township elected officials of their authority and the ability to protect the interests of the Township and its citizens. For the reasons set forth below, Intervenor's claims are untimely, without merit and frivolous.

III. ARGUMENT

A. Intervenor's Request To Intervene In This Closed Case In Order To Seek to Set Aside The Final Judgment Entered By The Court Is Improper, Without Legal Basis And Frivolous.

"A consent decree is both a judgment of the court and a contract between the parties." *United States v Kelley*, 145 FRD 432, 433 (ED Mich 1993) Thus, a consent judgment "becomes

[5] Intervenor may be confused by the reference to negotiations in the later approved minutes of the October 1 meeting on October 15. The Board plainly adopted a resolution to approve the CJ Judgment as presented by its attorneys. But Plaintiffs had not yet agreed to the terms of the Consent approved by the Board. As emphasized to the press right after the meeting by the Township attorneys, "the developer must agree to the terms." (*See* **Ex. 2**.) It was a take it or leave it proposition to the Plaintiffs and Plaintiffs took it.

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a judicial act and possesses the same force and character as a judgment rendered following a contested trial or motion." *Trendell v Solomon*, 178 Mich App 365, 369; 443 NW2d 509 (1989), app den, 434 Mich 891 (1990). *See also Clohset v No Name Corp*, 302 Mich App 550, 572; 840 NW2d 375 (2013) ("Certainly, once entered, consent judgments are treated the same as litigated judgments in terms of their force and effect."). Explaining further: "Judgments by consent . . . are entered by sanction and order of the court, exercising a judicial function and power, and therefore are not to be treated as mere contracts, but, to the contrary, as adverse judgments." *Trendell, supra*, at 368 (quoting 47 Am Jur 2d, Judgments, § 1082).

Intervenor's Motion is an improper attempt to collaterally attack a final judgment in this closed case after the time for appeal has expired. "Collateral attacks, as opposed to direct appeals, require consideration of the interests of finality and of administrative consequences." *People v Ingram*, 439 Mich 288, 291; 484 NW2d 241 (1992). As a result, collateral attacks on prior judgments are disfavored. *In re Hatcher*, 443 Mich 426; 505 NW2d 834 (1993). In *Green Oak Township v Green Oak MHS*, 255 Mich App 235, 242 n.7; 661 NW2d 243 (2003), the Court reviewed whether a referendum was a proper vehicle to challenge a consent decree (the answer was no), and in doing so instructed that the proper means to challenge the entry of a consent judgment, are: (1) timely intervention in the trial court proceedings (which, as in this case, was done too late and denied in *Green Oak)*; or (2) recalling the offending Township officials.

The reason for this virtual bar against collateral attacks on judgments is clear. Parties rely upon and have a right to rely upon the final judgments of the court.[6] As explained in the Facts, the

[6] The US Supreme Court established long ago that judgments themselves involve vested rights. This principle generally arises when the legislature seeks to frustrate judicial decisions through legislative revisions. When a judgment has been entered, the rights of the parties have been fixed and legislative modification amounts to an unlawful taking. *Hodges v Snyder*, 261 US 600, 603 (1923). "It is not within the power of a legislature to take away rights which have been once vested

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parties have undertaken extensive work and activities, including entering into dozens of contractual obligations exceeding to date over two billion dollars. Mutual obligations of the parties set forth in the CJ have been fully performed. Numerous persons and entities, including State and County agencies and officials and public utilities, not parties to the Consent Judgment, have relied upon the CJ in making commitments, undertaking work and incurring significant expense.

Consequently, allowing a collateral attack against a consent judgment is extremely rare. Intervenor cites only one reported case in support of its request to allow a collateral attack on a land use consent judgment through intervention after entry of a judgment--*Vestevich v West Bloomfield Township*, 245 Mich App 759; 630 NW2d 646 (2001). *Vestevich*, however, is not remotely on point and illustrates the extreme and unusual circumstances that must exist to collaterally attack a Consent Judgment. Intervenor intentionally neglects to discuss the facts of that case. *Vestevich* was a dispute over a mobile home park. A rezoning request was denied, and the developer filed suit. In a hotly contested case followed by numerous neighbors opposing the project, the trial court upheld the zoning and dismissed the developer's claims. The developer appealed to the Court of Appeals, which affirmed the decision and the Michigan Supreme Court denied leave to appeal. As far as the public knew, the Township won, all appeals were exhausted, and the case was over.

But somewhere in the trial court's record there was a motion for reconsideration filed but never noticed for hearing. *Ten years later* the developer and Township negotiated a consent judgment in secret to allow the mobile home park development, used this glitch in the old court records and persuaded the trial judge to enter the consent judgment. As soon as the neighbors

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in a judgment." *McCullogh v Virginia*, 172 US 102, 123-124 (1898)(emphasis added.) *See also Quinton v GMC*, 453 Mich 63; 551 NW2d 677 (1996).

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became aware of the consent judgment, they sought to intervene and overturn this secret agreement. The trial court granted intervention and set aside the consent judgment. The Court of Appeals affirmed. As the Court of Appeals held (among other things)*: "We agree with the trial court that plaintiff's post-judgment motion, filed and acted on years after the underlying case was closed, did not revive the litigation for purposes of providing a basis for a consent judgment. In the matter of their consent judgment, plaintiff and defendant were parties to case only in a fictional sense." Id*. at 762 (emphasis added). Essentially, there was no pending case within which to have entered the consent judgment in the first place and the entire secret process 10 years after the Township won the case, which was affirmed on appeal, was simply a fraud. And, as soon as members of the public became aware of the circumstances they sought to intervene.

Intervenor also cites the unpublished case of *Cuson v Tallmadge Charter Township*, 2003 Mich App LEXIS 1133. Intervenor also fails to describe the holding of that case which is contrary to Intervenor's position. There, the plaintiffs sought to collaterally attack a prior consent judgment through an independent action, alleging that the prior consent judgment violated the Open Meetings Act and Township Rural Zoning Act (virtually identical to the claims Intervenor wants to assert here). The trial court dismissed the case and the appellate court affirmed, rejecting the collateral attack on the prior judgment, confirming that a consent judgment should be treated in the same manner as a litigated judgment and rejected the plaintiff's reliance "on dicta" from *Vestevich*.

Finally, Intervenor digs deeper in the hole of irrelevancy by citing the case of *Mahesh v Mills*, 237 Mich App 359; 602 NW2d 618 (1999), for the proposition that "entry of a final judgment is not a bar to intervention." (Intervenor Br. at p. 9.) Again, Intervenor fails to discuss the case, which is also not relevant or on point. *Mahesh* was a contract dispute that went to

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arbitration. An arbitration award was entered. Before the arbitration award was approved by the court, defendant's attorney filed a charging lien in the court for unpaid fees against the award, which is allowed. After the court approved the arbitration award and entered judgment, the attorney sought to enforce his charging lien against the judgment, as was his right. The trial court suggested he intervene formally in the case to pursue enforcement of the charging lien. This was simply a post-judgment collection action to enforce a properly and timely filed charging lien. It did not involve a collateral attack on the judgment sought to be enforced.

Intervenor asserts a right to bring an independent action to assert her claims. (Intervenor Br. at p. 8.) If Intervenor believes she has a cause of action against Plaintiffs and/or the Township, she is free to file it. But as previously stated in the Facts, the Township Board, guided by its experienced attorneys, fastidiously followed all proper procedures and the Consent Judgment was properly approved by the Board in open session. Moreover, any claim here for an alleged violation of the Open Meetings Act or in a separate action would be futile. MCL 15.270 of the OMA provides in relevant part:

> (3) The circuit court shall not have jurisdiction to invalidate a decision of a public body for a violation of this act unless an action is commenced pursuant to this section within the following specified period of time:
>
> (a) Within 60 days after the approved minutes are made available to the public by the public body except as otherwise provided in subdivision (b). (b) *If the decision involves the approval of contract*s, the receipt or acceptance of bids, the making of assessments, the procedures pertaining to the issuance of bonds or other evidences of indebtedness, or the submission of a borrowing proposal to the electors, *within 30 days after the approved minutes are made available to the public pursuant to that decision.*

(Emphasis added.) The time periods in the statute are mandatory jurisdictional requirements. As previously stated, a consent judgment is also a contract between the parties. Any challenge to the approval of the Consent Judgment under OMA must be brought within thirty days after approval

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of the minutes. Intervenor's Motion was not filed until sixty days after the approval of the minutes and is plainly time-barred.[7]

In addition, for the sake of argument, even if there was a technical violation of OMA with respect to the accuracy of the minutes, "deficiencies in the keeping of minutes of meetings are, in any event, not grounds for invalidating the actions taken." *See Manning v City of East Tawas*, 234 Mich App 244, 252-253; 593 NW2d 649 (1999). The OMA "does not provide for invalidation of a decision premised on a procedural error in the keeping of the meeting minutes." *Willis v Deerfield Township*, 257 Mich App 541, 553; 669 NW2d 279 (2003). In any case, MCL 15.270 provides that:

> In any case where an action has been initiated to invalidate a decision of a public body on the ground that it was not taken in conformity with the requirements of this act, *the public body may, without being deemed to make any admission contrary to its interest, reenact the disputed decision in conformity with this act.*

(Emphasis added). There is simply no dispute that the Township approved a consent judgment in open session on October 1, but even if there was any ambiguity whatsoever in the minutes thereafter adopted on October 15, the Township could certainly adopt revised minutes of the meeting to more accurately or completely document the action taken by the Township Board in the manner provided by MCL 15.270 quoted above.

In sum, Intervenor has not cited nor is there any authority to support its improper demand to open this closed case and collaterally attack the CJ entered by this Court. Intervenor was or should have been fully aware of the lawsuit, the settlement proceedings and the entry of the CJ over 2 months before she filed her Motion. This case was dismissed, the period to appeal the CJ

[7] Even if the 60-day time period applied, the OMA claim would still be time-barred. There is no pending action here and simply filing a motion to re-open a closed case to assert a future claim does not extend the time period for properly bringing such a claim.

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has expired, the CJ has been recorded and Plaintiffs and many third parties have acted in reliance on the CJ to their detriment, as described at length in the Facts. The Motion should be denied for this reason alone.

B. **Intervenor's Motion Must Also Be Denied Because Intervenor Cannot Satisfy The Prerequisites For Intervention As Of Right Or By Permission.**

In addition to the reasons discussed above regarding a collateral attack against a final judgment, Intervenor's Motion also fails because Intervenor has not and cannot satisfy the prerequisites to intervention. MCR 2.209(A) governs intervention as of right, which provides in relevant part:

> (A) Intervention of Right. *On timely application* a person has a right to intervene in an action:
>
> ***
>
> (3) when the applicant claims an interest relating to the property or transaction which is the subject of the action and is so situated that the disposition of the action may as a practical matter impair or impede the applicant's ability to protect that interest, unless the applicant's interest is adequately represented by existing parties.

MCR 2.209(A)(emphasis added.) Three elements are required for intervention: (1) a timely request; (2) a showing that representation of the applicant's interest by existing parties is or may be inadequate; and (3) a disposition of the action that may, as a practical matter, impair or impede the applicant's ability to protect his interests. *See Oliver v Department of State Police*, 160 Mich App 107, 114-115; 408 NW2d 436 (1987). Failure to satisfy any one of the elements defeats intervention. Intervenor fails to satisfy any of these requirements.

First and most important and dispositive of this matter, Intervenor's motion was not timely. As shown by the language of the intervention court rule itself, intervention is plainly intended to apply to a pending action. *See* MCR 2.209(A)(3) and (B)(2) (". . . and is situated that the disposition of the action may. . ." or "whether the intervention will unduly delay or prejudice the adjudication

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of the rights of the original parties.") In reviewing timeliness, the court considers what actions have taken place in the progress of the case, whether there is an unexplained delay in seeking intervention and whether there would be corresponding change of material condition that results in prejudice to a party. *See, e.g.*, *Burton-Harris v Wayne County Clerk*, 337 Mich App 215, 226; 976 NW2d 215 (2021). Timeliness depends on the circumstances and the time can be very short. In *Burton-Harris*, an election dispute, the court concluded that a delay of 6 days following the filing of a complaint was untimely and denied intervention.

This lawsuit was filed on September 12, 2025. The Township approved the CJ on October 1, 2025, and the CJ was entered on October 15, 2025. It is a final judgment and closed the case. The parties dismissed their respective claims and defenses with prejudice. The appeal period has expired. There is no pending action. Intervenor filed her Motion on December 15, 2025 (2 months after the case was closed). She does not claim she was not aware of the lawsuit or the settlement negotiations or the fact that the parties settled. Numerous media outlets (local and national) were reporting on the lawsuit and the settlement negotiations on an ongoing basis. The Township posted on its website agendas of its public meetings to discuss the lawsuit and potential settlement. The Township posted links to the Complaint herein after it was filed and to other documents on its website. While Intervenor claims that the Township did not properly approve the CJ (which argument is false), she knew or should have known of the lawsuit, that settlement negotiations were ongoing, and that the Township had allegedly approved a settlement.

Equally important, this attempted untimely intervention would clearly and materially prejudice the rights of the parties to the lawsuit and many other persons and entities who have acted in reliance on the CJ. Some of the Property Owners have divested themselves of their favorable farmland tax status; one has auctioned off their farm equipment and abandoned the

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residence and other buildings; one property was split as required in the CJ; and the Owners have otherwise made substantial changes in living and other family and business arrangements. Developer has authorized the general contractor to commence development activity and substantial work has already been completed. The general contractor has entered into numerous subcontracts and thousands of workers are being mobilized, many of whom are already working on the Project. Developer has entered into over $2 Billion worth of purchase orders for complex equipment and materials, which are being manufactured at this time. (**Ex. 3,** Gushee Aff. at ¶5.D.) DTE has relied upon the CJ to enter into complex energy supply and storage agreements with Oracle, and a substation construction agreement according to which Developer has already made a non-refundable $40 Million deposit. (*Id.* at ¶5G.)

Other State and County agencies have relied upon the CJ in reviewing and issuing a variety of permits for the Project (*See*, **Ex. 3**, Gushee Aff. at ¶5.C.) The Township itself is poised to receive extensive material benefits it negotiated for all of its citizens in the CJ (and has resolved claims with substantial potential monetary and other liability). Intervention as of right to reopen this closed case is plainly untimely and prejudicial to the parties.[8]

Intervenor also fails to satisfy the third requirement for intervention by right.[9] The disposition of this action (which, in fact, has already occurred) will not (and cannot), as a practical

[8] *See also Midwest V, LLC v Nottawa*, 2023 US Dist LEXIS 91329 (unpublished Western District of Michigan, attached as **Ex. 7**) (intervention in zoning case sought approximately 30 days after entry of consent agreement was untimely).

[9] As to the second requirement for intervention, Intervenor presents no information as to why the Township's two experienced land use attorneys do not and did not adequately represent the concerns Intervenor identifies in her Motion—water and electric usage. These concerns affected all nearby residents, most particularly those living in closer proximity to the Project than Intervenor. The primary focus of the Board (and its attorneys) in all public meetings was protection of the nearby property owners as reflected in numerous provisions of the CJ (*see* **Ex**. 1 at paras. 3.a.-u.).

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matter, impair or impede the Intervenor's ability to protect her alleged property interests. First, Intervenor admits that intervention is not necessary, and that Intervenor can pursue an independent action to assert claims to protect such alleged property interests. (Intervenor Br. at p. 8.) She alleges that judicial economy would support intervention in this closed case. Convenience or judicial economy is not one of the criteria for intervention even while the case is pending, let alone after the case is terminated.

Second, Intervenor's Motion itself does not identify any harm or impact to her property rights in any respect. Intervenor does not even allege how the terms of the CJ impair or impede her ability to protect any property interest. The counterclaim she proposes to file mentions a concern about the potential harm to the "aqua bed." No facts are presented in support of this concern. If this relates to her well water located approximately ¾ miles away, the Township addressed any such concern by requiring that the Project use an air-cooled technology limiting water usage to that required by employees, and for humidity control, landscape irrigation and fire suppression. Developer is also required to install water monitoring wells (which have now been approved by Washtenaw County) and pay for any impact to neighboring water wells, which there will be none in any case. (CJ, **Ex. 1** at ¶. 3.g.) Intervenor also raises a concern about her power going out. Again, this speculative claim is not supported by any facts and is indeed contrary to the facts. DTE has presented extensive information to address any such concern. (*See* **Ex. 8**, DTE letter to Township Supervisor dated 8/5/25; *see also* **Ex. 4**, MPSC News Release.)

For all of the reasons described above, Intervenor is not entitled to permissive intervention under MCR 2.209(B), which has the same timeliness requirement and which, among other requirements, directs the court to consider whether intervention would unduly delay or prejudice the adjudication of the rights of the original parties. For all of the above reasons, intervention

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would indisputably delay and prejudice the adjudication of the rights of the original parties in that their rights have been adjudicated and they have relied upon that adjudication in pursuing the Project.

C. **Intervenor Lacks Standing To Intervene.**

In her proposed Counterclaim, Intervenor also proposes a claim (Count II) for declaratory judgment as to the zoning of the Property. Not only is the Motion untimely and without merit for all of the reasons discussed above, and even if this were a pending case, Intervenor's Motion with respect to assertion of this proposed counterclaim should be denied for yet another independent reason—lack of standing. Standing is still required in addition to the other standards for intervention. *See Karrip v Cannon Twp*, 115 Mich App 726; 732; 321 NW2d 690 (1982). In order to establish standing to pursue a challenge to the rezoning of someone else's property, it is well-settled that the complainant must have a substantial interest "that is detrimentally affected in a manner distinct from that of the general public." *See Lansing Sch Ed Ass'n v Lansing Bd of Educ*, 487 Mich 349, 378; 792 NW2d 686 (2010). In finding standing in a challenge by a property owner to a rezoning of *adjacent* property, the Court in *Connell v Lima Twp*, 336 Mich App 262, 291-292; 970 NW2d 354 (2021), explained: "Similarly, because *plaintiffs in this case own real property immediately adjacent to the real property that the Township Board conditionally rezoned, and because they alleged special injuries flowing from this legislative decision that are distinct from those suffered by the general public*, they have standing to challenge the conditional rezoning because they have a substantial interest 'that is detrimentally affected in a manner distinct from that of the general public.'" (Emphasis added.)

Intervenor fails to allege any legally protected interest or pecuniary or property right likely to be (or actually) affected by the Project. Most important, proposed intervenor *is not an adjacent property owner*. Her property is across the highway (Michigan Avenue) from the Project and does

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not even have frontage on or access to the highway. Intervenor's home is at least ¾ miles away from the nearest Data Center building. No evidence of "special injury" has been presented. She speculates without any supporting facts about a concern to the underground aquifer or losing power. As previously explained, the Consent Judgment addresses those issues even if they were to exist. No "actual" or "likely" injury or burden has been or could be established.[10] The standing requirement balances the constitutional property rights of the actual property owner with the right of a neighbor to protect against special injury that would be suffered to the neighbor's property interest. It does not allow anyone in the community to seek to delay and deprive property owners of their constitutional right to pursue use and development of their land.

IV. CONCLUSION

For each of the above reasons, Plaintiffs respectfully request that the Motion to Intervene be denied and that fees and costs be awarded pursuant to MCR 1.109(E)(5), (6) and (7), and MCL 600.259.

DYKEMA GOSSETT PLLC

Dated: January 27, 2026

By: */s/ Alan M. Greene*

Alan M. Greene (P31984)
Krista L. Lenart (P59601)
Attorneys for Plaintiffs
agreene@dykema.com
klenart@dykema.com

[10] With respect to temporary impacts during construction, the Township addressed those concerns by providing substantial restrictions regarding access, traffic control and noise. The CJ also provides for the creation of an Advisory Committee to meet with the Developer and Contractor to address and resolve any complaints arising during the construction period. (CJ, **Ex. 1** at par. 3.r.)

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INDEX OF EXHIBITS

1. Consent Judgment entered October 15, 2025

2. Saline Post article dated October 1, 2025, and MLive Michigan article dated October 2, 2025

3. Affidavit of Gregory Gushee

4. MPSC News Release re Approval of DTE Contracts dated December 18, 2025

5. Aerial Depicting Intervenor Property in Relation to Data Center Project

6. Rendering of Data Center Project and Summary Project Information

7. *Midwest V, LLC v Nottawa*, 2023 US Dist LEXIS 91329 (unpublished Western District of Michigan)

8. DTE Letter to Township dated August 5, 2025

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EXHIBIT 1
TO
PLAINTIFFS' RESPONSE TO MOTION TO INTERVENE

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11/07/2025 11:29 AM Total Pages: 45
Lawrence Kestenbaum, Washtenaw Co

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

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

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

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

CONSENT JUDGMENT

Return;
DYKEMA GOSSETT PLLC
Fedex 39577 Woodward Avenue
Suite 300
Bloomfield Hills, MI 48304

Time Submitted for Recording
Date 11/7 2025 Time 10:05AM
Lawrence Kestenbaum
Washtenaw County Clerk/Register

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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.

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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

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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

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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

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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

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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.

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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

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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

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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

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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

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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

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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

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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

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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

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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

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"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

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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

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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

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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

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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

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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

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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

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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

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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.

Dated: _____

_____
Circuit Court Judge

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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]

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

By: _____
Alexis Kremer

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,

_____

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]

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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]

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SENT	**10 / 03 / 2025** 15:36:33 UTC-3	Sent for signature to John Feldkamp (jfeldkam@gmail.com) from luke@schmerberg.com IP: 173.13.18.101
VIEWED	**10 / 03 / 2025** 15:36:57 UTC-3	Viewed by John Feldkamp (jfeldkam@gmail.com) IP: 35.7.10.53
SIGNED	**10 / 03 / 2025** 15:52:34 UTC-3	Signed by John Feldkamp (jfeldkam@gmail.com) IP: 35.7.10.53
COMPLETED	**10 / 03 / 2025** 15:52:34 UTC-3	The document has been completed.

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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,

_____

LYNN ELLEN FINKBEINER, an individual,

_____

DENNIS C. WILKIN, an individual

Dennis C Wilkin

ALICE M. WILKIN, an individual

Alice M. Wilkin

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

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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

LYNN ELLEN FINKBEINER, an individual,

Lynn Ellen Finkbeiner

DENNIS C. WILKIN, an individual

_____

ALICE M. WILKIN, an individual

_____

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Washtenaw Circuit Court Civil Action No. 2025-001577-CZ]

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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]

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INDEX OF EXHIBITS

A. Legal Description

B. Final Site Plan Sheets

C. Conservation Easement Area

D. Form of Application for Industrial Facilities Exemption Certificate

127051.000001 4921-2480-4975.1

Document received by the Washtenaw County Trial Court 01/28/2026.

EXHIBIT A

(Legal Description)

Document received by the Washtenaw County Trial Court 01/28/2026.

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:

Document received by the Washtenaw County Trial Court 01/28/2026.

EXHIBIT B

(Final Site Plan Sheets)

Document received by the Washtenaw County Trial Court 01/28/2026.

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: sweaneym@michigan.gov

WETLANDS
EGLE JACKSON DISTRICT OFFICE
301 EAST LOUIS GLICK HWY.
JACKSON, MI 49201-1556
PHONE: 517-780-7980

LEGAL DESCRIPTION

DESCRIPTION OF A 565.086 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°42'54"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): 188.15 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 13070.95 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°55'42"W 301.92 FEET, AND 242.50 FEET ALONG THE ARC OF A 9344.48 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING S50°16'42"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 1155.80 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 19; THENCE N01°49'04"W 346.76 FEET; THENCE S84°26'25"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°37'0"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°37'36"W 23.95 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°54'08"E (RECORDED AS SOUTH) 38.45 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: N49°17'58"E 117.25 FEET, N51°36'48"E 1010.48 FEET, AND N56°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°54'08"E (RECORDED AS SOUTH) 789.72 FEET, S01°54'08"E 1327.58 FEET, AND S01°33'37"E 1334.85 FEET; THENCE N88°15'06"E 1322.82 FEET TO THE PLACE OF BEGINNING, CONTAINING 525.086 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 60 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 18, 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 18 FOR A PLACE OF BEGINNING; THENCE S01°36'56"E 586.89 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 841.00 FEET (RECORDED AS N12°35'37"W 841.09 FEET); THENCE S72°06'14"W 930.50 FEET (RECORDED AS N73°35'37"E 930.54 FEET); THENCE N01°35'40"W 334.23 FEET (RECORDED AS S00°08'15"E 334.15 FEET); THENCE S88°24'23"W 481.62 FEET (RECORDED AS S89°43'25"E 482.0 FEET); THENCE N01°50'31"W 1259.50 FEET (RECORDED AS S00°08'15"E 1258.94 FEET); THENCE N84°20'50"E 1127.26 FEET (RECORDED AS S86°09'52"W 1125.16 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 IMPACTS 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 AS AN APPROXIMATE BASIS ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AVOID THE PLACE OF ANY DAMAGE TO THE UTILITIES. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY OCCUR AS A RESULT OF HIS 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 ATWELL, LLC SHALL BE RESPONSIBLE FOR SAFETY OF THE WORK, PERSONS EMPLOYED IN THE WORK OR ANY NEARBY STRUCTURES OR OF ANY OTHER PERSONS.

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12745 23 MILE ROAD, SUITE 200
SHELBY TOWNSHIP, MI 48315
(586) 786-9800

SALINE TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

RELATED DIGITAL
PROJECT MITTEN
SITE PLANS
COVER

DATE
AUGUST 14, 2025
REVISIONS/SUBMITTALS
SE142255/ETRA/SUBMITTAL

STATE OF MICHIGAN
Michael McPherson
License No. 820 05863
REGISTERED PROFESSIONAL ENGINEER

NO SCALE

DRAWN BY: EM
CHECKED BY: EM
PROJECT MANAGER: MM
JOB #: 25SE8850
SHEET NO
C100

CAD FILE: K:\2025\8850\DWG\PLAN SET\SITE PLANS\2025\8850_SP-100 C

Document received by the Washtenaw County Trial Court 01/28/2026.

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-18-19-103-002	174.02 AC
R-18-18-300-002	128.99 AC
R-18-19-200-002	16.73 AC
R-18-19-200-001	34.67 AC
R-18-19-300-002	39.96 AC
R-18-19-103-001	75.97 AC
TOTAL	582 AC

BUILDING DATA

BUILDING	AREA	HEIGHT
COMPUTE 1	551,355 SF	32'-0"
COMPUTE 2	551,355 SF	32'-0"
COMPUTE 3	551,355 SF	32'-0"
CORE	79,190 SF	27'-0"
WAREHOUSE	138,000 SF	32'-0"
SECURITY	40,050 SF	24'-0"
GUARD SHACK	400 SF	180
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	1/1/EMPLOYEE (150 EMPLOYEES)

ACCESSIBLE PARKING DATA

	PROPOSED	REQUIRED	FORMULA
TOTAL	22 SPACES	12 SPACES	2% OF TOTAL
VAN	2 SPACES	2 SPACES	1/8 ADA SPACES

SETBACKS

75' FROM PROPERTY LINE (PER CONDITIONAL REZONING AGREEMENT)

Know what's below. Call before you dig.

NOTICE:

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888.850.4200 www.atwell.com
1000 E. ANN ARBOR, MI 48108
(248) 799-9400

SALINE TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

RELATED DIGITAL
PROJECT MITTEN
SITE PLANS
OVERALL LAYOUT PLAN

DATE
AUGUST 14, 2025
REVISIONS/SUBMITTALS

SCALE 1"=350'

DRAWN BY: EM
CHECKED BY: EM
PROJECT MANAGER: MM
JOB #: 2006468
SHEET NO.
C101

Document received by the Washtenaw County Trial Court 01/28/2026.

EXHIBIT C

(Conservation Easement Area)

Document received by the Washtenaw County Trial Court 01/28/2026.

PROJECT MITTEN

CONSERVATION EASEMENT SKETCH

DRAWN BY: PP

DATE: 08-05-2025

SCALE: 1"=700'

0 350' 700'

ATWELL

866.850.4200 www.atwell.com

12745 23 MILE ROAD | SUITE 200
SHELBY TOWNSHIP, MI 48315
(586) 786-9800

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

Document received by the Washtenaw County Trial Court 01/28/2026.

EXHIBIT D

(Form of Application for Industrial Facilities Exemption Certificate)

Document received by the Washtenaw County Trial Court 01/28/2026.

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 ☒ 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 4. Amount of years requested for exemption (1-12 Years) 12 Years (after completion)	▶ 3b. School Code 81120

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 ☒ Leased
Personal Property Improvements ▶			▶ ☒ 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:

☒ 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

Document received by the Washtenaw County Trial Court 01/28/2026.

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

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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**

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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**.

WASHTENAW COUNTY CLERK/
REGISTER AS AN EXACT COPY
OF THE RECORD AT
ANN ARBOR MICHIGAN
VALID ONLY WITH EMBOSSED SEAL

NOV - 4 2025

CERTIFIED BY

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EXHIBIT 2
TO
PLAINTIFFS' RESPONSE TO MOTION TO INTERVENE

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THE SALINE POST

Saline Township Board Approves Consent Agreement to Avoid Lawsuit, Awaits Response

By Tran Longmoore
October 1, 2025

The Saline Township Board approved a consent agreement in hopes of avoiding a lawsuit with the people behind the proposed data center on the west end of the township.

All but Supervisor Jim Marion approved the agreement. The board now awaits the response from Related Digital.

The vote came after more than two hours in closed session with the planning commission and attorneys Fred Lucas and David Landry.

When the meeting reopened, Landry explained that negotiations had been held between the lawyers to reach a consent judgment resolving the dispute. The developer's proposal was presented to the board. The board made some changes to the developer's proposal:

- Use restrictions. The property can only be used for a data center and agriculture. 146 acres of the 575-acre parcel could be used for agriculture. The property can not be enlarged.
- The company will obtain power from DTE and cannot construct a power operating facility on the property. DTE has assured the township that it has the resources to power the facility.
- The data center will not use high water evaporative cooling. There will not be high use of water. This addresses concerns about the aquifer and water

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table. They will limit water to the restrooms, humidity, landscaping, and fire protection, if necessary, and general maintenance.

- If wells on neighboring properties run dry or if ponds run dry as a result of this property's water usage, the data center would have to pay to fix the wells. Monitoring wells will be installed around the property.
- The property will be screened with burms. Ingress and egress will be only off Michigan Avenue. A secondary emergency access will be off Braun Road only for emergency purposes. If the 160 acres of property is used for farming, farm traffic can enter off of Braun.
- The property will have its own sewage disposal system. The water system will be owned by the township for tax purposes; however, the company will be responsible for building, maintaining, and paying for its upkeep. There will be no cost to the township.
- The developers offered $2 million for a farmland preservation trust fund. The township is asking for $4 million.
- The developer is offering $2 million for a community investment fund that can be used for community projects, township buildings, children's buildings, and maintenance of cemeteries.
- The company was offering $5 million to invest in the fire department in trucks, facilities and more. The board proposal would be for $8 million. $7 million for the Saline Area Fire Department and $500,000 each for the Clinton and Manchester departments.
- The developer will provide temporary parking on-site during construction to help prevent traffic from queuing. All semis and construction equipment would have to use US-12 and stay away from unpaved roads.

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- If the data center is unused for five years, the developer must restore the land to a natural area. They will post a bond of 5-10 million for that purpose.

Both Lucas and Landry emphasized that the developer must agree to the terms.

"This may be a moot point if they don't accept what we have presented to them," Lucas said.

Trustee Tom Hammond moved to approve the consent judgment with the terms outlined by the attorneys. It was seconded by Clerk Kelly Marion. Treasure Jennifer Zink and Trustee Dean Marion also voted yes. Supervisor Jim Marion voted no.

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Michigan

Rural township near Saline changes course on AI, computing data center after lawsuit

Updated: Oct. 02, 2025

By Jennifer Eberbach | jeberbach@mlive.com

SALINE TWP., MI — Despite local officials' opposition, a controversial plan to build a 2.2-million-square-foot data center on farmland may still happen. A rural community in southeast Washtenaw County is looking to settle a lawsuit recently filed by a development firm working for an unidentified tech giant.

The Saline Township Board of Trustees voted 4-1 Wednesday, Oct. 1, to pursue a settlement with Dallas-based development firm Related Digital and three sets of landowners. Their vote authorizes a consent judgment that would allow the data center to move forward on a series of conditions.

It does not mean the data center is a done deal. Related Digital would need to agree to the township's conditions, some of which propose changes to the firm's original plans. And a judge would make it official and enforceable by issuing an order. Related Digital could also reject the township's terms and continue with the lawsuit.

"We are pleased by the Board's actions last night and the constructive efforts toward a resolution that will allow this important project to move forward in a way that greatly benefits the community and respects the Township's character and heritage," Related Digital officials said in a statement sent by spokesperson Natalie Ravitz.

"We'll see whether or not they accept it," Fred Lucas, an attorney for the township, told The Ann Arbor News/MLive Wednesday morning.

"I want the residents to understand this isn't an easy decision for the board, but they were also looking at the potential risk to the community," Lucas said. "It's not what we wanted, but I think the board recognizes that this is in the best interest of the community."

Risks include but are not limited to the pending litigation, which could potentially result in monetary damages and burden township taxpayers.

Lucas said there is also a risk that the land could instead be developed for housing, solar power, or potentially a different data center. The landowners have already made it clear they do not intend to continue farming the land and will sell.

He also pointed to a different proposal for a data center being led by the University of Michigan and Los Alamos National Laboratory in nearby Ypsilanti Township. In that case the university is not subject to local zoning rules and they do not need local officials' blessing to move the project forward.

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"We don't know if the next guy coming in is going to offer something else or just jam it down our throats," Lucas said.

He also said reaching a settlement with Related Digital would "provide us some protection" from other potential industrial developers, who could claim the township is "exclusionary" and in violation of state law because there is currently no land zoned for industrial uses in the township.

That's what Related Digital and landowners allege in their lawsuit against the township.

The firm and the landowners filed suit over a recent decision not to rezone agricultural land for the data center. The township board voted 4-1 Sept. 10 to deny Related Digital's request to rezone about 575 acres off West Michigan Avenue, east of the Rustic Glen Golf Course, and partially along the Saline River from agricultural to industrial research.

Saline Township Treasurer Jennifer Zink said during the Sept. 10 meeting the data center project is "inconsistent with the master plan" and made the motion to deny the rezoning.

"The primary objectives of the agricultural designation are to maintain existing and promote additional agricultural activities in designated areas of the township and to limit the intrusion of non-agricultural uses to maintain agricultural areas," Zink said while making her motion Sept. 10.

The data center proposal faced pushback from some residents, who packed a series of township meetings.

Maintaining the area's rural character has been a key issue among many of the dozens of residents who have expressed concerns or outright opposed the data center proposal at township meetings. Worries have also included electricity usage, the impact of construction, noise generation, and potential negative impacts on the environment and neighbors.

The firm and landowners allege in the lawsuit the township's local zoning ordinance excludes places where a data center could be allowed and claim the denial is a violation of Michigan's Zoning Enabling Act and due process of law. No land in the township is zoned for industrial and research purposes, and no land is envisioned for industrial uses on the township's future land use map.

"I knew they told us we were exclusionary, and you can't be," township Clerk Kelly Marion, who voted to approve the consent judgment, said.

Marion also pointed out if the township were to fight the lawsuit, it would have to challenge studies on the data center property the firm has provided.

"Homeowners have indicated solar, potential housing out there, and potentially selling to nonprofit, potentially the federal government or a school," like the University of Michigan, she said.

"We could still end up having a data center, and we would not have control," Marion said. "If this is going to happen, I would prefer to have an input."

The township also hired David Landry, an attorney who specializes in municipal law, to handle the lawsuit. Landry did not immediately respond to a request for comment left Thursday morning.

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Landry shared some of the terms of the consent judgment the township is putting forward after the board met in closed session Wednesday night.

"Both sides' attorneys have seen it," Lucas said. "But we made some changes to it last night, things we thought should be different."

For example, Lucas said the township "cleaned up" a plan for decommissioning the data center and restoring the land should the firm become insolvent or if the property remain vacant for years

"They wanted it to be 10 years (laying vacant)," and the township is currently offering five years, Lucas said.

"Also, if the company became insolvent, they would have to tear it down immediately," he said.

The township is also asking the firm to post a $5-10 million bond as part of the decommissioning plan, which the township would review every two years in anticipation of cost increases over time.

Some of the conditions were already included in Related Digital's plans, while others are tweaks. Among the conditions the township has put forward, the land would only be used for a data center or agriculture, and it would not be enlarged, which Related Digital had already promised.

The data center would have to obtain electricity from DTE and would not construct any power facility on the property, which was already the plan.

It would also be prohibited from using large amounts of water. The firm had already promised minimal water use, as it would not need water to cool computing equipment.

The township would require water monitoring wells, and should nearby water wells have issues, the data center would be responsible for the cost of fixing them.

The township is also asking Related Digital to increase an investment in local fire services. The firm had offered $5 million for fire equipment and other expenses. The township is asked for $7 million to the Saline Area Fire Department and additional $500,000 investments in fire departments in Manchester and Clinton.

"And there are other things relating to making sure the property is being built as it's supposed to be built," Lucas said.

RD Michigan (Related Digital), and property owners Feldkamp Siblings LLC, Dennis and Lynn Finkbeiner, Wilkin Farm Properties LLC, and Dennis and Alice Wilkin filed the suit, dated Sept. 12, in Washtenaw County 22nd Circuit Court.

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EXHIBIT 3
TO
PLAINTIFFS' RESPONSE TO MOTION TO INTERVENE

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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.

KATHRYN ELIZABETH HAUSHALTER,

Proposed Intervenor and Cross-Complainant,

v.

SALINE TOWNSHIP, a Michigan municipal corporation,

Cross-Defendant.

Civil Action No. 25-001577-CZ

Honorable Julie B. Owdzeij

AFFIDAVIT OF GREGORY GUSHEE

DYKEMA GOSSETT PLLC
Alan M. Greene (P31984)
Krista L. Lenart (P59601)
Samuel R. Kilberg (P82188)
Attorneys for Plaintiffs
39577 Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48304

CASTLEBERRY & LUCAS
Frederick Lucas (P29074)
7577 US Highway 12
Onstead, MI 49265-9834
(517) 467-4000
fred@castleberrylucas.com

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(248) 203-0700
agreene@dykema.com
klenart@dykema.com
skilberg@dykema.com

LANDRY MAZZEO DEMBINSKI &
STEVENS PC
David Landry (P32055)
37000 Grand River Ave.
Farmington Hills, MI 48325
(248) 476-6900
dlandry@lmdlaw.com
Counsel for Defendant

Ellis Boal (P10913)
9330 Woods Rd.
Charlevoix, MI 49720-1698
(231) 547-2626
ellisboal@voyager.net

ECKLAND & BLANDO LLP
Robert T. Dube Jr.*
100 Washington Ave. South
Minneapolis, MN 55401
(612) 236-0160
rdube@ecklandblando.com

*Motion for Temporary Admission
Forthcoming

Counsel for Proposed Intervening Co-Defendant and Cross-Claimant

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AFFIDAVIT OF GREGORY GUSHEE

STATE OF NEW YORK)
) SS
COUNTY OF _____)

Gregory Gushee, after first being duly sworn and under oath, deposes and states:

1. I am an officer of the Plaintiff in the case, RD Michigan Property Owner I, LLC ("RD Michigan"), an affiliate of Related Digital LLC, which was formed in connection with the Saline Data Center Project described below (RD Michigan, Related Digital and other affiliated

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entities involved with the development and ownership of the Saline Data Center Project are collectively referred to as "Related").

2. As a real estate development professional over the past 28 years, I have been involved in many real estate development projects, including large mixed-use buildings, rental and condominium housing, master-planned projects and affordable housing. I also oversee certain corporate initiatives and business development.

3. As an officer of RD Michigan, I have direct responsibilities for coordinating and overseeing virtually all aspects of the Saline Data Center development (the "Data Center" or the "Project") for use and operation by Oracle America Cloud Services LLC ('Oracle") on land located in Saline Township on the north side of Michigan Avenue, including with respect to the zoning, site planning, negotiations for the Consent Judgment entered in this case, land acquisition, leasing, financing, permitting and construction activities.

4. If called upon, I am competent to testify as to the matters set forth herein.

5. Following the entry of the Consent Judgment in this case on October 15, 2025, Related has undertaken or been involved in the following development and other activities consistent with and in reliance on the Consent Judgment:

A. **Construction Activities.** Walbridge has been retained as the general contractor for the Project. Walbridge has entered into subcontracts with numerous local subcontractors for the construction of the job. Approximately 2500 union construction workers are being mobilized and many have likely made personal, financial and business commitments to accommodate the construction of the Project. Walbridge and subcontractors have already mobilized on the Property and commenced substantial initial site preparation work and mass grading pursuant to Notices to Proceed issued by Related for a total approximate

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value in excess of $98 million as specifically authorized by par. 5 of the Consent Judgment. (*See, e.g.*, **Ex. A** hereto for an example of a Notice to Proceed; *see also* **Ex. B**, Summary of Contractual Commitments.) Currently, Walbridge and subcontractors have approximately 83 workers on the Project each day who have already devoted approximately 25,000 hours on the Project as of the date of this Affidavit. Michigan Avenue has been widened at both entrances of the Project to allow turn lanes pursuant to the MDOT Right-of-Way Permit issued for construction access.

B. **Performance Guaranty.** The Performance Guaranty required by par. 16 of the Consent Judgment was secured and provided to the Township. (*See* **Ex. C**.)

C. **Permits and Approvals.** The following permits and approvals, among others, have already been received by Related and/or Walbridge with all the remaining permits and approvals in process: (i) Final Site Plan (Township); (ii) Mass Grading (Township); (iii) Soil Erosion and Sedimentation Control Permits (Washtenaw County); (iv) Right-of-Way Permit for construction access (MDOT); (v) Test Water Well Permits (Washtenaw County); (vi) Drain Use Permits (Washtenaw County); (vii) Building Permits for temporary construction trailers and office (Washtenaw County); (viii) Monitoring Well Permits (Washtenaw County); (ix) Wetland Permit (Michigan Department of Environment, Great Lakes and Energy [EGLE]); (x) Construction Waiver for Air Permit (EGLE); and (xi) Air Permit (EGLE). (*See* Permits, **Ex. D**.)

D. **Equipment and Fixtures.** Most of the equipment and fixtures for the Project are sophisticated and specially manufactured and require long lead times. Related has already

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executed 22 purchase orders with 12 different companies for a collective cost of approximately $2.252 Billion (*See* summary attached as **Ex. B**.)[1]

E. **Termination of Farmland Tax Agreements.** Farmland preservation tax agreements have been terminated by Plaintiff Wilkins and the Township at a Township Board public meeting on October 15, 2025, as set forth in paragraph 6 of the Consent Judgment, and payments to repay taxes have either been made or are committed to be made. Plaintiff Feldkamp terminated its preservation tax agreements in August and the taxes have been repaid.

F. **MPSC Approval of Electrical Supply Agreement.** Two complex long-term energy supply and storage agreements between DTE and Oracle have been negotiated and thereafter approved after public hearings before the Michigan Public Service Commission. (*See* **Ex. E**, MPSC Order entered on 12/18/2025.) The contract between DTE and Oracle has been executed which obligates Oracle to purchase power from DTE for many years, which is a huge benefit to DTE and its other utility customers. DTE is now moving forward with the development of the electrical substations on the Property.

G. **Extension Line Agreement.** Developer has entered into a contract with DTE for construction of electrical substations on the Property in order to serve the Data Center and has paid a $40 million non-refundable deposit to DTE.

H. **Termination of Solar Easement.** The termination of an easement that permitted the development of a large-scale solar farm on 127 acres of the Property as required by the

[1] The Purchase Orders comprise hundreds of pages but would be made available if the Court wants to verify these facts.

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Township and reflected under paragraph 3.d. of the Consent Judgment has been executed by the easement holder and landowner.

I. **Parcel Division.** The lot split called for in paragraph 15 of the Consent Judgment has been submitted and approved by the Township and Washtenaw County.

J. **Industrial Development District.** The Industrial Development District described in paragraph 14 of the Consent Judgment has been established by the Township Board at a public meeting on October 15, 2025.

K. **Other Real Estate Transactions.** Some of the Property Owners want to continue to farm portions of the lands they are selling but which are not used for the Data Center, and one wants to continue to reside in their home on the Property. Leases and license agreements have been negotiated to allow these continued farming and residential uses. Substantial non-refundable payments have been made to each of the Property Owners in reliance on the Consent Judgment. Plaintiff Feldkamp Siblings, LLC has shut down their house and barns and already auctioned off all of their farm equipment.

L. **Oracle Leases.** The Project is being developed for one specific user-Oracle. The long-term leases with Oracle have been executed by the parties. The leases contain specific time periods within which the Project must be made available for Oracle's use and business operations which require concerted and timely construction activities. Any delays would trigger various contractual remedies.

6. The total sum of the contractual commitments made to date by Related for the design, development, construction and equipment for the Data Center is approximately $2.417 Billion. (*See* **Ex. B**.)

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FURTHER AFFIANT SAYETH NOT.

Dated: 1/27/2026

Gregory Gushee

Subscribed and sworn to before me this 27 day of January 2026.
Notary Public, New York County, NY
My commission expires: 05/17/2029

MOLLY YOUNG
Notary Public - State of New York
No. 01YO6417612
Qualified in New York County
My Commission Expires 05/17/2029

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EXHIBIT A
TO
AFFIDAVIT OF GREGORY GUSHEE

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Docusign Envelope ID: 77D76EFF-24D6-4FBD-81C0-30C4FD6D2745

RELATED DIGITAL

NOTICE TO PROCEED

DATE: October 16th, 2025

FROM: Tim Wakely, Greg Gushee

TO: Tom Guise, Walbridge

SUBJECT: Project Michigan - Limited Notice to Proceed

This letter shall serve as formal written Notice to Proceed ("NTP") for the scopes of work described below, subject to the Not-to-Exceed ("NTE") amounts indicated for each category.

---

1. General Preconstruction and Coordination

Contractor is hereby authorized to proceed with the following activities:

- Provide NTP for Civil/Site Work Contractor
- Funding of bonds i.e. MDOT
- General Conditions/Project Support Cost
- Equipment Mobilization/Lowboy Moves
- GPR/3rd Party Utility Locate
- Equipment Yard Setup/Existing Road (minor stone placement)
- Hydro-excavation of ROW utilities
- GPS File Development
- Layout/Establishment of Base Station
- Brush Clearing/Grubbing/Tree clearing
- Silt Fence Installation – Standard silt fence only
- Procure Initial Temp Bridges
- Excavation of Test Pits
- MDOT Bypass Lane Construction
- Monitoring Wells

Approved Not-to-Exceed Amount: Five Million Dollars ($5,000,000.00)

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Docusign Envelope ID: 77D76EFF-24D6-4FBD-81C0-30C4FD6D2745

All work performed under this Notice shall be in accordance with the terms and conditions of the Proposed Agreement between Related Digital and Walbridge. Any costs in excess of the amounts stated herein require prior written approval from the Owner.

To the fullest extent permitted by law, Contractor agrees to indemnify, defend promptly and with reasonably acceptable counsel, and hold Owner, together with its affiliates, and each of their respective partners, members, managers, directors, officers, shareholders, principals, employees and agents, and their respective successors and assigns. (collectively, the "Indemnitees") harmless from and against any and all liabilities, obligations, claims, demands, suits, losses, damages, judgments, penalties, fines, costs and expenses (including, without limitation, costs, expenses and reasonable attorneys', accountants' and consultants' fees and other defense costs) incident thereto arising from, occasioned by, or in connection with: (i) any negligent act, error, or omission, breach of contract, or willful misconduct on the part of the Contractor or its subcontractors, agents, or employees in connection with the performance of the activities under this Agreement; or (ii) any breach of this Agreement. The indemnification obligation herein shall survive the completion of Contractor's activities under this Agreement and the expiration or termination of this Agreement.

Contractor shall obtain and maintain, and cause any subcontractor to maintain, insurance as specified herein. Hereafter throughout this insurance section, Contractor and each subcontractor will be referred to as "Insured Contractor"):

a) Workers' compensation insurance covering all employees, volunteers and others directly or indirectly involved in the provision of Insured Contractor's services under this Agreement, in compliance with all applicable statutory requirements.

b) Employer's liability insurance with limits not less than $1,000,000 bodily injury for each accident, $1,000,000 bodily injury by disease for each employee, and $1,000,000 bodily injury disease aggregate.

c) Commercial general liability insurance written on ISO standard form CG 00 01 (or equivalent) on an "occurrence" basis, including coverage for bodily injury, property damage, products and completed operations, and personal & advertising injury with limits of not less than $2,000,000 per occurrence, $4,000,000 aggregate. The following coverages will not be limited, by endorsement or otherwise: contractual liability coverage, including the definition of "Insured Contract" and the contractual liability exception to the employers' liability exclusion. Such coverage shall contain no exclusions for the following: (i) height or gravity related injuries; (ii) claims for an insured vs. another insured; (iii) abuse and molestation; (iv) assault and battery; (v) action over claims; or (vi) any work contemplated under this Agreement or falling under the scope of the services provided by Insured Contractor.

d) Commercial auto liability insurance covering liability arising out of the ownership, maintenance or use of any owned, hired, borrowed and non-owned vehicle used in the provision of services under this Agreement, if any, with minimum limits of not less than $1,000,000 combined single limit for bodily injury and property damage. Such insurance will include coverage for liability assumed under an insured contract.

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e) Umbrella liability insurance on a follow form basis, excess of the commercial general liability, commercial auto liability and employer's liability insurance (collectively the "Underlying Policies") which is at least as broad as each and every one of the Underlying Policies with limits of not less than $25,000,000. The minimum limits for each of the Underlying Policies may be satisfied by Insured Contractor purchasing coverage for the limits specified or by any combination of the minimum limits for the Underlying Policies together with the minimum limits for the Umbrella policy(ies). In the event Insured Contractor's Umbrella/Excess Liability Insurance policy contains an "Other Insurance" provision stating that such policy will be excess of any other insurance available to the Additional Insureds, such policy must be endorsed to provide for vertical exhaustion and primary and non-contributory coverage to the Additional Insureds.

f) Professional Liability (Errors and Omissions) insurance with limits not less than $5,000,000 each claim and annual aggregate. Such insurance shall include prior acts coverage sufficient to cover the activities under this Agreement and shall have a retroactive date that precedes the start of activities under this Agreement.

g) If applicable, Contractor's Pollution Liability insurance with a minimum limit not less than $5,000,000 per claim and in the aggregate covering bodily injury and property damage resulting from liability arising out of pollution related exposures, including, without limitation, pollution caused or exacerbated by asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil or ground water, and mold and other microbial matters, and or known or suspected toxic or hazardous substances, or demolition work. Without limitation, the insurance policy shall cover pollution conditions caused or exacerbated by the contractor and or their subcontractors whereas applicable, and the liability of the contractor or sub during the process of removal, storage, transport, and disposal of hazardous waste materials and contaminated soil and/or asbestos abatement, including coverage for non-owned disposal sites.

h) Commercial property insurance on a "Special Property Form" covering Insured Contractor's equipment, fixtures, furniture, tools, and personal property located in or about the Project in an amount equal to one hundred percent (100%) of the replacement cost without deduction for depreciation.

General Conditions – The following conditions will apply to all insurance required herein:

i) Such insurance will be placed with insurance companies lawfully authorized to do business in Michigan and rated, at a minimum, A-: VII by A. M. Best Co.

j) With regard to the insurance required in Paragraphs 1(c) through 1(e) and (g) above, the policies of insurance shall specify, by endorsement if necessary, that the Indemnitees and such other entities as Owner will reasonably request will be named as additional insureds (hereafter, "Additional Insureds") with no limitation or requirement for privity of contract. The additional insured coverage provided by Insured Contractor shall provide coverage to the Additional Insureds for any claims caused, in whole or in part, by the negligence of Insured Contractor or those acting on Insured Contractor's behalf, and shall not be limited to any Additional Insureds' vicarious liability. Such insurance will include a standard cross liability endorsement or severability of interest clause, and will be primary as respects the Additional Insureds, with any insurance maintained by the Additional Insureds being

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excess. There will be no endorsement or modification of the policy to make it excess over other available insurance; alternatively, if the policy states that it is excess or pro rata, the policy will be endorsed to be primary and non-contributory with respect to the Additional Insureds.

k) The Additional Insureds, collectively or individually, will have no liability to the Insured Contractor or its insurers on account of any claim or loss arising out of any of the perils insured under the policies required pursuant to Paragraphs 1(a) through 1(h) above. Such insurance policies will permit waivers of subrogation which the insurer may otherwise have against the Additional Insureds or, in the event such policies do not allow waiver of subrogation, Insured Contractor will obtain, and provide to Owner, a waiver of subrogation endorsement.

l) The coverages required herein shall be maintained in full force and effect for six (6) years from the date of expiration or termination of this Agreement or for the applicable statute of repose/limitations, whichever is greater.

m) Upon execution of this Agreement and no less than five (5) business days before the expiration of any required coverage, Contractor will deliver or cause to be delivered to Owner certificates evidencing the renewal or replacement of such coverage, including evidence of additional insured status, as applicable.

Regards,

Signed by:

X Tim Wakely

Tim Wakely 9A78223C2591430...
SVP Delivery

Tim Wakely
SVP, Delivery
Related Digital

Document received by the Washtenaw County Trial Court 01/28/2026.

Docusign Envelope ID: 00917AC7-E96F-4C63-AF97-9D264C304689

RELATED DIGITAL

NOTICE TO PROCEED

DATE: October 22th, 2025

FROM: Tim Wakely, Greg Gushee

TO: Tom Guise, Walbridge

SUBJECT: Project Michigan - Limited Notice to Proceed

This letter shall serve as formal written Notice to Proceed ("NTP") for the scopes of work described below, subject to the Not-to-Exceed ("NTE") amounts indicated for each category.

---

1. Site Entrance Preconstruction and Design Coordination

Contractor is hereby authorized to proceed with the following activities:

- Provide NTP for Cadillac Asphalt
- Temporary Site Entrance and Road Coordination and Procurement
- General Conditions/Project Support Cost

Approved Not-to-Exceed Amount for the above scope:

Two Hundred Fifty Thousand and Forty-Nine Dollars ($250,049.00)

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2. General Preconstruction and Design Coordination

Contractor is hereby authorized to proceed with the following activities:

- Provide LOI's to:
  - Mechanical; John E Green, Universal Piping, Progressive Mechanical
  - BMS/EPMS; Rovisys/Albireo
  - Electrical; Superior Electric Great Lakes, Motor City Electric, EJ/Shaw, Triangle/United, Ancillary Precon
- Contractor is authorized to proceed with, including but not limited to, the following activities;

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- Design coordination
- Long lead equipment planning
- Craft labor planning
- Updated pricing
- Schedule development/commitments

Approved Not-to-Exceed Amount for the above scope:

Three Million, Six Hundred Ninety-Four Thousand and Seven Hundred and Twenty-Six Dollars ($3,694,726)

Previously Approved not to Exceed Amount:	$ 5,000,000.00
10-22-2025 (This) Approved Not to Exceed Amount:	$ 3,944,775.00
New Total Approved Not-to-Exceed Amount:	**$ 8,944,775.00**

All work performed under this Notice shall be in accordance with the terms and conditions of the Proposed Agreement between Related Digital and Walbridge. Any costs in excess of the amounts stated herein require prior written approval from the Owner.

To the fullest extent permitted by law, Contractor agrees to indemnify, defend promptly and with reasonably acceptable counsel, and hold Owner, together with its affiliates, and each of their respective partners, members, managers, directors, officers, shareholders, principals, employees and agents, and their respective successors and assigns. (collectively, the "Indemnitees") harmless from and against any and all liabilities, obligations, claims, demands, suits, losses, damages, judgments, penalties, fines, costs and expenses (including, without limitation, costs, expenses and reasonable attorneys', accountants' and consultants' fees and other defense costs) incident thereto arising from, occasioned by, or in connection with: (i) any negligent act, error, or omission, breach of contract, or willful misconduct on the part of the Contractor or its subcontractors, agents, or employees in connection with the performance of the activities under this Agreement; or (ii) any breach of this Agreement. The indemnification obligation herein shall survive the completion of Contractor's activities under this Agreement and the expiration or termination of this Agreement.

Contractor shall obtain and maintain, and cause any subcontractor to maintain, insurance as specified herein. Hereafter throughout this insurance section, Contractor and each subcontractor will be referred to as "Insured Contractor"):

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a) Workers' compensation insurance covering all employees, volunteers and others directly or indirectly involved in the provision of Insured Contractor's services under this Agreement, in compliance with all applicable statutory requirements.

b) Employer's liability insurance with limits not less than $1,000,000 bodily injury for each accident, $1,000,000 bodily injury by disease for each employee, and $1,000,000 bodily injury disease aggregate.

c) Commercial general liability insurance written on ISO standard form CG 00 01 (or equivalent) on an "occurrence" basis, including coverage for bodily injury, property damage, products and completed operations, and personal & advertising injury with limits of not less than $2,000,000 per occurrence, $4,000,000 aggregate. The following coverages will not be limited, by endorsement or otherwise: contractual liability coverage, including the definition of "Insured Contract" and the contractual liability exception to the employers' liability exclusion. Such coverage shall contain no exclusions for the following: (i) height or gravity related injuries; (ii) claims for an insured vs. another insured; (iii) abuse and molestation; (iv) assault and battery; (v) action over claims; or (vi) any work contemplated under this Agreement or falling under the scope of the services provided by Insured Contractor.

d) Commercial auto liability insurance covering liability arising out of the ownership, maintenance or use of any owned, hired, borrowed and non-owned vehicle used in the provision of services under this Agreement, if any, with minimum limits of not less than $1,000,000 combined single limit for bodily injury and property damage. Such insurance will include coverage for liability assumed under an insured contract.

e) Umbrella liability insurance on a follow form basis, excess of the commercial general liability, commercial auto liability and employer's liability insurance (collectively the "Underlying Policies") which is at least as broad as each and every one of the Underlying Policies with limits of not less than $25,000,000. The minimum limits for each of the Underlying Policies may be satisfied by Insured Contractor purchasing coverage for the limits specified or by any combination of the minimum limits for the Underlying Policies together with the minimum limits for the Umbrella policy(ies). In the event Insured Contractor's Umbrella/Excess Liability Insurance policy contains an "Other Insurance" provision stating that such policy will be excess of any other insurance available to the Additional Insureds, such policy must be endorsed to provide for vertical exhaustion and primary and non-contributory coverage to the Additional Insureds.

f) Professional Liability (Errors and Omissions) insurance with limits not less than $5,000,000 each claim and annual aggregate. Such insurance shall include prior acts coverage sufficient to cover the activities under this Agreement and shall have a retroactive date that precedes the start of activities under this Agreement.

g) If applicable, Contractor's Pollution Liability insurance with a minimum limit not less than $5,000,000 per claim and in the aggregate covering bodily injury and property damage resulting from liability arising out of pollution related exposures, including, without limitation, pollution caused or exacerbated by asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil or ground water, and mold and other microbial matters, and or known or suspected toxic or hazardous substances, or demolition work. Without limitation, the insurance policy shall cover pollution conditions caused or

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exacerbated by the contractor and or their subcontractors whereas applicable, and the liability of the contractor or sub during the process of removal, storage, transport, and disposal of hazardous waste materials and contaminated soil and/or asbestos abatement, including coverage for non-owned disposal sites.

h) Commercial property insurance on a "Special Property Form" covering Insured Contractor's equipment, fixtures, furniture, tools, and personal property located in or about the Project in an amount equal to one hundred percent (100%) of the replacement cost without deduction for depreciation.

General Conditions – The following conditions will apply to all insurance required herein:

i) Such insurance will be placed with insurance companies lawfully authorized to do business in Michigan and rated, at a minimum, A-: VII by A. M. Best Co.

j) With regard to the insurance required in Paragraphs 1(c) through 1(e) and (g) above, the policies of insurance shall specify, by endorsement if necessary, that the Indemnitees and such other entities as Owner will reasonably request will be named as additional insureds (hereafter, "Additional Insureds") with no limitation or requirement for privity of contract. The additional insured coverage provided by Insured Contractor shall provide coverage to the Additional Insureds for any claims caused, in whole or in part, by the negligence of Insured Contractor or those acting on Insured Contractor's behalf, and shall not be limited to any Additional Insureds' vicarious liability. Such insurance will include a standard cross liability endorsement or severability of interest clause, and will be primary as respects the Additional Insureds, with any insurance maintained by the Additional Insureds being excess. There will be no endorsement or modification of the policy to make it excess over other available insurance; alternatively, if the policy states that it is excess or pro rata, the policy will be endorsed to be primary and non-contributory with respect to the Additional Insureds.

k) The Additional Insureds, collectively or individually, will have no liability to the Insured Contractor or its insurers on account of any claim or loss arising out of any of the perils insured under the policies required pursuant to Paragraphs 1(a) through 1(h) above. Such insurance policies will permit waivers of subrogation which the insurer may otherwise have against the Additional Insureds or, in the event such policies do not allow waiver of subrogation, Insured Contractor will obtain, and provide to Owner, a waiver of subrogation endorsement.

l) The coverages required herein shall be maintained in full force and effect for six (6) years from the date of expiration or termination of this Agreement or for the applicable statute of repose/limitations, whichever is greater.

m) Upon execution of this Agreement and no less than five (5) business days before the expiration of any required coverage, Contractor will deliver or cause to be delivered to Owner certificates evidencing the renewal or replacement of such coverage, including evidence of additional insured status, as applicable.

Regards,

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Signed by:

X Tim Wakely

Tim Wakely
SVP Delivery

9A78223C2591430...

Tim Wakely
SVP, Delivery
Related Digital

Document received by the Washtenaw County Trial Court 01/28/2026.

RELATED DIGITAL

NOTICE TO PROCEED

DATE: November 22th, 2025

FROM: Tim Wakely, Greg Gushee

TO: Tom Guise, Walbridge

SUBJECT: Project Michigan - Limited Notice to Proceed

This letter shall serve as formal written Notice to Proceed ("NTP") for the scopes of work described below, subject to the Not-to-Exceed ("NTE") amounts indicated for each category.

The total budgets associated with these, or any, scopes of work have not been finalized or mutually agreed upon. Issuance of this or any Notice to Proceed (NTP) shall not be construed as acceptance of, or concurrence with, any preliminary budget amounts provided by Walbridge, nor shall it constitute approval of the total anticipated cost. All expenditures authorized under the approved not-to-exceed (NTE) amounts shall be monitored, documented, and substantiated through subsequent subcontractor proposals and/or verified time-and-materials records.

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1. Material Testing Allowance

Contractor is hereby authorized to proceed with the following activities:

- Proceed and continue with construction materials testing as required.
- All testing work shall be tracked on an individual time and materials basis and shall not exceed the amount listed below.

Approved Not-to-Exceed Amount for the above scope:

Seven Hundred and Fifty Thousand Dollars ($750,000.00)

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2. Site Access Initial Onboarding

Contractor is hereby authorized to proceed with the following activities:

- Provide letters of intent (LOIs) to:
    - Odin Labs Inc. for site personnel authentication and onboarding services.

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- Contractor is authorized to proceed with, including but not limited to, the following activities;
    - Includes Programing / Software Fees
    - Includes printer purchase and one time creation of (500) identifications badges.
    - Badging costs for subsequent trades persons will be included in the corresponding bid package buyout.

Approved Not-to-Exceed Amount for the above scope:

Twenty-One Thousand, One Hundred and Fifty-Six Dollars ($21,156.00)

3. Site Security – Initial Funding

Contractor is hereby authorized to proceed with the following activities:

- Release Odin Labs inc. to commence early site work security services.

Approved Not-to-Exceed Amount for the above scope:

Eighty-Four Thousand, Seven Hundred and Thirty-One ($84,731.00)

4. Onsite Batch Plant – Early Works and Vendor LOI

Contractor is hereby authorized to proceed with the following activities:

- Provide letter of intent to Hercules Materials holdings for the onsite batch plant scope of work.
- Contractors may release any early works packages needed to secure material and labor availability as needed to meet the provided construction schedule.

Approved Not-to-Exceed Amount for the above scope:

Five Hundred Thousand ($500,000.00)

5. Cast in Place Concrete – Early Works and Vendor LOI

Contractor is hereby authorized to proceed with the following activities:

- Provide letter of intent and notice of award to Walbridge self-perform concrete for the CIP concrete scope of work per the 60% DD contract document set dated 10.10.25.

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- Mobilization of trade partner temp facilities and labor and required.
- Contractor is authorized to provide letter of intent to 2nd tier material vendors and manufactures as needed to support the current project construction schedule.
- Drafting and preliminary review of all shop drawings, lift plans, formwork shop drawings, mix designs, inclement weather placement plans, etc.
- Any other preliminary work activities that support and assist the current project construction schedule.

Approved Not-to-Exceed Amount for the above scope:

Ten Million Five Hundred Five Thousand Nine Hundred Ninety-Two Dollars

($10,505,992.00)

6. Structural Steel – Early Works and Material Procurement

Contractor is hereby authorized to proceed with the following activities:

- Provide letter of intent and notice of award to Midwest Steel and Cimolai|HY for the structural steel material fabrication, delivery and installation scope of work per the 60% DD contract document set dated 10.10.25.
- Mobilization of trade partner temp facilities and labor and required.
- Contractor is authorized to provide letter of intent to 2nd tier material vendors and manufacturers as needed to support the current project construction schedule.
- Drafting and preliminary review of all shop drawings, lift plans, bracings shop drawings, weld plans, rigging plans, etc.
- Any other preliminary work activities that support and assist the current project construction schedule.
- It will be the responsibility of the Contractor (Walbridge) to determine and proceed with the activities only that directly contribute to an on time project commencement.

Approved Not-to-Exceed Amount for the above scope:

Thirty-Five Million Dollars ($35,000,000.00)

7. Earthwork and Site Utilities – Early Works and LOI

Contractor is hereby authorized to proceed with the following activities:

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- Provide letter of intent to Blaze Contracting for the earthwork and site utilities scope of work per the "Mitten Site Plans" dated 8.14.25.
- Mobilization of trade partner temp facilities and labor and required.
- Contractor is authorized to provide letter of intent to 2nd tier material vendors and manufacturers as needed to support the current project construction schedule.
- Any other preliminary work activities that support and assist the current project construction schedule.
- It will be the responsibility of the Contractor (Walbridge) to determine and proceed with the activities only that directly contribute to an on time project commencement.
- Material testing as required.
- As of this document date, 11.12.25, a secondary geotechnical report has been created and distributed to the project shareholders. The full scope and budgetary impacts of this addendum have yet to be determined. Contractor, and their subcontractor, shall not proceed with any scopes of work that are anticipated to be significantly impacted or undone by this addendum

Approved Not-to-Exceed Amount for the above scope:

Twenty-Three Million, Seven Hundred and Sixty Four thousand, Seven Hundred and Seventy Three ($23,764,773.00)

8. MDOT ROW Asphalt Paving – Early Works and LOI

Contractor is hereby authorized to proceed with the following activities:

- Provide necessary LOI and complete the right of way (ROW) earthwork and paving scope of work as outlined in the "Stage 1 Construction Plans" Dated 10.27.2025.
- Contractor shall proceed with adherence to all AHJ requirements.

Approved Not-to-Exceed Amount for the above scope:

Two Hundred Fifty-Four Thousand and Four Hundred and Forty-Four Dollars ($254,445.00)

9. Temporary Fence – Early Works and LOI

Contractor is hereby authorized to proceed with the following activities:

- Furnish and install a full and complete perimeter temporary fence and needed and required.

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- Fencing shall be installed per the most recent and agreed-upon site logistics plan and contract documents.

Approved Not-to-Exceed Amount for the above scope:

Nine Hundred and Twenty-Five Thousand, Nine Hundred and Sixty-Three Dollars

($925,963.00)

10. Miscellaneous General NTE for non-quoted works;

The costs below are provided as preliminary NTE budgets, not intended to capture any scope other than the general detail provided below. Contractor (Walbridge) will be responsible for determining the most appropriate and beneficial use of these funds while tracking all expenditures against them.

- **Walbridge Staffing Requirement (9/1/2025 – 12/31/2025)** – $4,798,165.00
- **General Requirements – Preliminary Budget** – $2,500,000.00
- **Aggregate Piers – Preliminary Budget** – $250,000.00
- **Site Electrical – Preliminary Budget** – $10,000,000.00
- **Preconstruction Budget – Rovisys** – $250,000.00

Costs Summary:

10-18-2025 Previously Approved Not to Exceed Amount:	$ 5,000,000.00
10-22-2025 Previously Approved Not to Exceed Amount:	$ 3,944,775.00
11-12-2025 (This) Not to Exceed Amount:	$89,605,225.00
New Total Approved Not-to-Exceed Amount:	**$ 98,550,000.00**

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This letter shall serve as formal written Notice to Proceed ("NTP") for the scop of work attached hereto as Exhibit A ("Services"), subject to the Not-to-Exceed ("NTE") amounts indicated for each category, as may be ameneded by written direction of the Owner.

Related Digital ("Owner") and Walbridge Aldinger LLC ("Construction Manager") are negotiating a contract to provide construction management services ("Contract") in connection with the construction a data center in Saline Township, Michigan ("Project"). Contract negotiations have not yet been completed and in order to support the Project schedule this NTP is being granted to perform the Services.

Neither party shall be obligated to enter in the Contract. In the event the parties fail to execute the Contract, this NTP may be terminated by either party except for those obligation arising prior to termination. When and if the parties execute the Contract, the Services provide per this NTP sahll be govered by the Contract and this NTP shall be without further effect.

1. **Payment of Services:** Owner will pay for Services actually performed based on Exhibit A. Construction Manager will invoice Owner according to Owner's standard invoice instructions. Owner will pay within 30 days following reciept of a properly documented invoice from Construction Manager. Construction Manager shall submit all documentation reasonably requested by Owner in connection with the invoice.

2. **Indemnification**: To the fullest extent permitted by law, Construction Manager agrees to indemnify, defend promptly and with reasonably acceptable counsel, and hold Owner, together with its affiliates, and each of their respective partners, members, managers, directors, officers, shareholders, principals, employees and agents, and their respective successors and assigns. (collectively, the "Indemnitees") harmless from and against any and all third party liabilities, obligations, claims, demands, suits, losses, damages, judgments, penalties, fines, costs and expenses (including, without limitation, costs, expenses and reasonable attorneys', accountants' and consultants' fees and other defense costs) incident thereto arising from, occasioned by, or in connection with: (i) any negligent act, error, or omission, breach of contract, or willful misconduct on the part of the Construction Manager or its subcontractors, agents, or employees in connection with the performance of the activities under this Agreement; or (ii) any breach of this Agreement. The indemnification obligation herein shall survive the completion of Construction Manager's activities under this NTP and the expiration or termination of this NTP.

3. **Termination**: This NTP may be terminated (i) by mutual written consent of the parties; (ii) by Construction Manager for Owner's failure to timely pay amounts due, following ten (10) days written notice by Construction Manager to Owner; or (iii) at the discretion of the Owner.If this NTP is terminated for any reason, Owner shall nevertheless be obligated to make payments to Construction Manager in accordance with paragraph 1 above for all obligations that arise during the term of the NTP. In the event that the NTP is terminated, neither party shall have any further obligations toward one and other except as expressly provided herein or as provided in the Contract once executed.

4. **Insurance**: Construction Manager shall carry insurance with the minimums listed on Exhibit B. Owner will be responsible for builder's risk coverage in an all risk policy form wioth the

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Construction Manager named as an additional insured. Construction Manager shall be responsible for any builder's risk deductibles incurred due to the fault or negligence of Construction Manager or its Subcontractors subject to Owner providing Construction Manager with the amount of the deductible, in writing, prior to any event occuring that may be covered by builder's risk

All work performed under this Notice shall be in accordance with the terms and conditions of the Proposed Agreement between Related Digital and Walbridge. Any costs in excess of the amounts stated herein require prior written approval from the Owner.

To the fullest extent permitted by law, Contractor agrees to indemnify, defend promptly and with reasonably acceptable counsel, and hold Owner, together with its affiliates, and each of their respective partners, members, managers, directors, officers, shareholders, principals, employees and agents, and their respective successors and assigns. (collectively, the "Indemnitees") harmless from and against any and all liabilities, obligations, claims, demands, suits, losses, damages, judgments, penalties, fines, costs and expenses (including, without limitation, costs, expenses and reasonable attorneys', accountants' and consultants' fees and other defense costs) incident thereto arising from, occasioned by, or in connection with: (i) any negligent act, error, or omission, breach of contract, or willful misconduct on the part of the Contractor or its subcontractors, agents, or employees in connection with the performance of the activities under this Agreement; or (ii) any breach of this Agreement. The indemnification obligation herein shall survive the completion of Contractor's activities under this Agreement and the expiration or termination of this Agreement.

Contractor shall obtain and maintain, and cause any subcontractor to maintain, insurance as specified herein. Hereafter throughout this insurance section, Contractor and each subcontractor will be referred to as "Insured Contractor"):

a) Workers' compensation insurance covering all employees, volunteers and others directly or indirectly involved in the provision of Insured Contractor's services under this Agreement, in compliance with all applicable statutory requirements.

b) Employer's liability insurance with limits not less than $1,000,000 bodily injury for each accident, $1,000,000 bodily injury by disease for each employee, and $1,000,000 bodily injury disease aggregate.

c) Commercial general liability insurance written on ISO standard form CG 00 01 (or equivalent) on an "occurrence" basis, including coverage for bodily injury, property damage, products and completed operations, and personal & advertising injury with limits of not less than $2,000,000 per occurrence, $4,000,000 aggregate. The following coverages will not be limited, by endorsement or otherwise: contractual liability coverage, including the definition of "Insured Contract" and the contractual liability exception to the employers' liability exclusion. Such coverage shall contain no exclusions for the following: (i) height or gravity related injuries; (ii) claims for an insured vs. another insured; (iii) abuse and molestation; (iv) assault and battery; (v) action over claims; or (vi) any work contemplated under this Agreement or falling under the scope of the services provided by Insured Contractor.

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d) Commercial auto liability insurance covering liability arising out of the ownership, maintenance or use of any owned, hired, borrowed and non-owned vehicle used in the provision of services under this Agreement, if any, with minimum limits of not less than $1,000,000 combined single limit for bodily injury and property damage. Such insurance will include coverage for liability assumed under an insured contract.

e) Umbrella liability insurance on a follow form basis, excess of the commercial general liability, commercial auto liability and employer's liability insurance (collectively the "Underlying Policies") which is at least as broad as each and every one of the Underlying Policies with limits of not less than $25,000,000. The minimum limits for each of the Underlying Policies may be satisfied by Insured Contractor purchasing coverage for the limits specified or by any combination of the minimum limits for the Underlying Policies together with the minimum limits for the Umbrella policy(ies). In the event Insured Contractor's Umbrella/Excess Liability Insurance policy contains an "Other Insurance" provision stating that such policy will be excess of any other insurance available to the Additional Insureds, such policy must be endorsed to provide for vertical exhaustion and primary and non-contributory coverage to the Additional Insureds.

f) Professional Liability (Errors and Omissions) insurance with limits not less than $5,000,000 each claim and annual aggregate. Such insurance shall include prior acts coverage sufficient to cover the activities under this Agreement and shall have a retroactive date that precedes the start of activities under this Agreement.

g) If applicable, Contractor's Pollution Liability insurance with a minimum limit not less than $5,000,000 per claim and in the aggregate covering bodily injury and property damage resulting from liability arising out of pollution related exposures, including, without limitation, pollution caused or exacerbated by asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil or ground water, and mold and other microbial matters, and or known or suspected toxic or hazardous substances, or demolition work. Without limitation, the insurance policy shall cover pollution conditions caused or exacerbated by the contractor and or their subcontractors whereas applicable, and the liability of the contractor or sub during the process of removal, storage, transport, and disposal of hazardous waste materials and contaminated soil and/or asbestos abatement, including coverage for non-owned disposal sites.

h) Commercial property insurance on a "Special Property Form" covering Insured Contractor's equipment, fixtures, furniture, tools, and personal property located in or about the Project in an amount equal to one hundred percent (100%) of the replacement cost without deduction for depreciation.

General Conditions – The following conditions will apply to all insurance required herein:

i) Such insurance will be placed with insurance companies lawfully authorized to do business in Michigan and rated, at a minimum, A-: VII by A. M. Best Co.

j) With regard to the insurance required in Paragraphs 1(c) through 1(e) and (g) above, the policies of insurance shall specify, by endorsement if necessary, that the Indemnitees and such other entities as Owner will reasonably request will be named as additional insureds (hereafter, "Additional Insureds") with no limitation or requirement for privity of contract.

Document received by the Washtenaw County Trial Court 01/28/2026.

The additional insured coverage provided by Insured Contractor shall provide coverage to the Additional Insureds for any claims caused, in whole or in part, by the negligence of Insured Contractor or those acting on Insured Contractor's behalf, and shall not be limited to any Additional Insureds' vicarious liability. Such insurance will include a standard cross liability endorsement or severability of interest clause, and will be primary as respects the Additional Insureds, with any insurance maintained by the Additional Insureds being excess. There will be no endorsement or modification of the policy to make it excess over other available insurance; alternatively, if the policy states that it is excess or pro rata, the policy will be endorsed to be primary and non-contributory with respect to the Additional Insureds.

k) The Additional Insureds, collectively or individually, will have no liability to the Insured Contractor or its insurers on account of any claim or loss arising out of any of the perils insured under the policies required pursuant to Paragraphs 1(a) through 1(h) above. Such insurance policies will permit waivers of subrogation which the insurer may otherwise have against the Additional Insureds or, in the event such policies do not allow waiver of subrogation, Insured Contractor will obtain, and provide to Owner, a waiver of subrogation endorsement.

l) The coverages required herein shall be maintained in full force and effect for six (6) years from the date of expiration or termination of this Agreement or for the applicable statute of repose/limitations, whichever is greater.

m) Upon execution of this Agreement and no less than five (5) business days before the expiration of any required coverage, Contractor will deliver or cause to be delivered to Owner certificates evidencing the renewal or replacement of such coverage, including evidence of additional insured status, as applicable.

Regards,

Tim Wakely

box SIGN 4YPK88JP-1J2VQR7L

Tim Wakely
SVP, Delivery
Related Digital

Greg Gushee

box SIGN 4YR52Z63-1J2VQR7L

Gregory Gushee
EVP, Development
Related Companies

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EXHIBIT B
TO
AFFIDAVIT OF GREGORY GUSHEE

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Saline Data Center Contracts			
Supplier	**Contract**	**Total Cost ($)**	**Associated Equipment**
Total Equipment Contracts		$2,252,503,064.57	Mechanical, Electrical, Generators, and Other Associated Equipmer
Total Construction Activities		$98,599,980.00	Site Prep Work, Mass Grading
Total DTE		$40,000,000.00	Non-Refundable Deposit
Total A&E		$26,842,649.00	Architecture, Engineering, and Other Soft Costs
Total Contracted to Date		**$2,417,945,693.57**	

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EXHIBIT C
TO
AFFIDAVIT OF GREGORY GUSHEE

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PERFORMANCE BOND
Annual

CRUM & FORSTER
A FAIRFAX COMPANY

Bond No. **612425273**

KNOW ALL PERSONS BY THESE PRESENTS, That we **RD Michigan Property Owner I LLC**, as Principal and United States Fire Insurance Company, authorized to do business in the State of Michigan, as Surety, are held and firmly bound unto **Saline Township,** as Obligee, in the maximum penal sum of Two Million and 0/100 Dollars ($2,000,000.00), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves heirs, executors and assigns, jointly and severally.

WHEREAS, the Principal has entered, or is about to enter, into the Consent Judgment with the Obligee, dated October 15, 2025, whereby the Principal is required to submit a $2,000,000.00 performance guarantee to ensure the completion of roads, grading, utilities, screening, berms and landscaping (hereinafter referred to as the "Performance Guarantees").

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in Provision 16, "Performance Guarantees" of the above mentioned Consent Judgment, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms. The obligation of this Bond is limited to these Performance Guarantees and in no way will the obligation of the Surety exceed the maximum penal sum of $2,000,000.00 defined in Provision 16 of the Consent Judgment. The Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of **December 12, 2025 to December 12, 2026**. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.

2. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on the instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.

3. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.

4. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at suretyclaim@amyntagroup.com and a copy of said notice shall be sent to the Surety at the address specified below.

Amynta Surety Solutions
180 Glastonbury Boulevard, Suite 304
Glastonbury, CT 06033
Attn: Surety Claim

5. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 12th day of December, 2025.

RD Michigan Property Owner I LLC
Principal
By: _____
(Signature)
Name and Title: DAVID ZUSSMAN - AUTHORIZED SIGNATORY

United States Fire Insurance Company
By: _____
Karolynne Ramirez, Attorney-in-Fact

Document received by the Washtenaw County Trial Court 01/28/2026.

ACKNOWLEDGEMENT OF PRINCIPAL

IF LIMITED LIABILITY COMPANY

STATE OF New York }
COUNTY OF New York }

On this 18th day of December 2025 before me personally appeared David Zussman to me known and known to me to be the EVP Of RD Michigan Property Owner, a Limited Liability Company, described in and who executed the foregoing instrument and acknowledged to me that (s)he executed the foregoing instrument and acknowledged to me that (s)he executed the same as and for the act and deed of said Limited Liability Company.

Notary Public

MOLLY YOUNG
Notary Public - State of New York
No. 01YO6417612
Qualified in New York County
My Commission Expires 05/17/2029

Document received by the Washtenaw County Trial Court 01/28/2026.

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New York }

COUNTY OF New York }

On this DEC 1 2 2025, before me personally came Karolynne Ramirez to me known, who, being by me duly sworn, did depose and say; that he/she resides in Middlesex County, State of New Jersey that he/she is the Attorney-In-Fact of the United States Fire Insurance Company the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has pursuant to Section 1111 of the Insurance Law of the State of New York, issued to United States Fire Insurance Company (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

Fiona Walsh
Notary Public

NY acknowledgement

FIONA WALSH
Notary Public-State of New York
NO. 01WA0018088
Qualified in Nassau County
Commission Expires December 7, 2027

Document received by the Washtenaw County Trial Court 01/28/2026.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **Camille Maitland; Colette R. Chisholm; Desiree Cardlin; George O. Brewster; Garard S. Macholz; Lee Ferrucci; Nelly Renchiwich; Robert T. Pearson; Susan Lupski; Thomas Bean; Vincent A. Walsh; Michelle Wannamaker; Katherine Acosta; Dana Granice; Karolynne Ramirez**
each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars ($125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 12th day of December 20 25

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please contact via email: SuretyInquiries@amyntagroup.com

Document received by the Washtenaw County Trial Court 01/28/2026.

UNITED STATES FIRE INSURANCE COMPANY

1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2024

ASSETS

Bonds (Amortized Value)		1,483,775,036
Preferred Stocks (Market Value)		157,980,976
Common Stocks (Market Value)		2,852,736,803
Mortgage Loans (Market Value)		1,174,287,654
Real Estate		95,552,039
Cash, Cash Equivalents, and Short Term Investments		536,934,786
Derivatives		48,305,898
Other Invested Assets		603,007,875
Investment Income Due and Accrued		30,714,918
Premiums and Considerations		591,050,781
Amounts Recoverable from Reinsurers		106,413,303
Funds Held by or Deposited with Reinsured Companies		230,146,645
Net Deferred Tax Asset		196,111,925
Electronic Data Processing Equipment		608,866
Receivables from Parent, Subsidiaries and Affiliates		36,228,378
Other Assets		132,241,510
TOTAL ASSETS	$	8,276,097,393

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses)		3,105,311,065
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses		119,842,499
Loss Adjustment Expenses		516,006,642
Commissions Payable, Contingent Commissions and Other Similar Charges		28,497,890
Other Expenses (Excluding Taxes, Licenses and Fees)		106,484,629
Taxes, Licenses and Fees (Excluding Federal Income Taxes)		30,351,557
Current Federal and Foreign Income Taxes		13,076,127
Unearned Premiums		1,159,871,296
Advance Premium		12,532,810
Ceded Reinsurance Premiums Payable		168,127,598
Funds Held by Company under Reinsurance Treaties		83,209,337
Amounts Withheld by Company for Account of Others		130,755,665
Provision for Reinsurance		1,356,147
Payable to Parent, Subsidiaries and Affiliates		55,190,326
Other Liabilities		48,837,986
TOTAL LIABILITIES	$	5,579,451,574
Common Capital Stock		18,780,000
Gross Paid In and Contributed Surplus		1,502,074,940
Unassigned Funds (Surplus)		1,175,790,879
Surplus as Regards Policyholders		2,696,645,819
TOTAL LIABILTIIES, SURPLUS & OTHER FUNDS	$	8,276,097,393

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2024, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 12th day of March, 2025.
UNITED STATES FIRE INSURANCE COMPANY

Document received by the Washtenaw County Trial Court 01/28/2026.

EXHIBIT D
TO
AFFIDAVIT OF GREGORY GUSHEE

Document received by the Washtenaw County Trial Court 01/28/2026.

FLEIS&VANDENBRINK
DESIGN. BUILD. OPERATE.

November 18, 2025

Mr. Tom Hammond
Zoning Administrator
Saline Township
5731 Braun Road
Saline, Michigan 48176

Re: **Saline Data Center Stage 1 Construction Plans (2nd Review)**
Saline Twp, Washtenaw County
F&V Project No. P50928

On October 28, 2025, Fleis & VandenBrink (F&V) received an updated set of plans, response letter, and an access link for the Related Digital – Saline Data Center Stage 1 Construction documents. The current plans having a date of November 10, 2025, have also incorporated some of the other review agency comments and have been reviewed in detail for Township Engineering requirements. As a continued reminder, the plans for "Stage 1 Construction" are not the final Site Plans, but to allow for initial site work and the planned site mass grading and temporary lanes on MDOT US-12.

Based on our second review of the Stage 1 Construction plans for mass site grading and the developer's engineer's updates incorporating our initial review comments we find that the overall design generally aligns with the Saline Township ordinance, agreed items within the requirements of the consent judgement, recent discussions, and general construction engineering practices for this first stage of work.

We understand that the Washtenaw County Water Resource Commission (WCWRC) Division of Soil Erosion and Sedimentation Control (SESC) has issued their permit, the EGLE Temporary Bridge Crossings Permit # WRP046565 has been secured, as well as MDOT Construction for Work within the State Highway Right-of-Way Permit # 81031-113474-25-102825 with effective date of October 28, 2025 through October 28, 2026. Additional review agency permits are pending, and we ask that the applicant forward those to Saline Township and F&V as soon as they are received. We require that any areas of impact where additional agency permits have not yet been granted be areas where no construction is allowed by the applicant and their General Contractor, Walbridge, until discussed at the next available Progress Meeting.

In addition to the above permit requirements, F&V's Environmental group is reviewing the Proposed Observation Well Locations and will provide any comments of concern so that installation can begin. Lastly, per the November 17, 2025, meeting with the Washtenaw County Building Department various permits will be required with the County agency and are to be properly coordinated in advance of the task that were discussed. As discussed, the immediate need is to obtain the necessary building permit for the current site trailer and any future temporary facilities before arriving on site.

As noted during the Township Pre-Construction meeting that took place on November 7, 2025, and per the requirements of the Court ordered Consent Judgement we have no objections to beginning this first stage of Construction activities by Related Digital and Walbridge. We request that all parties be provided with an

27725 Stansbury Boulevard, Suite 195
Farmington Hills, MI 48334
P: 248.536.0080
F: 248.536.0079

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updated final plan set for the Saline Data Center Stage 1 Construction Plans dated November 10, 2025, or subsequent updated versions as soon as they become available. The above letter represents the Township Engineering review of just the Stage 1 Construction and mass grading plans and is provided as our acknowledgement that the plans have satisfactorily addressed our previous review comments and concerns and have no exception to beginning Stage 1 construction activities.

Sincerely,

FLEIS & VANDENBRINK

Daniel Cabage, PE
Senior Project Manager

CC: Gary Luckhardt, Planning Commission Chair
Mike Auerbach, Township Planner CWA
Fred Lucas, Township Attorney
Kelly Marion, Township Clerk
James Marion, Township Supervisor
Gary Streight, PE, WCRC
Gretchen Driskell, WRCWC
Katie Lee, WRCWC
Theresa Marsik, PE, WRCWC
Matt Byrne, PE, WRCWC
Katie Lee, WRCWC- SESC
Benn Engelhard, WRCWC- SESC
Rachel Fusik, WCWRC-SESC
Tonya Cole, Washtenaw Co. Building Dept
Jason Sperle, Saline Area Fire Department
Pascal Bui, MDOT
George Seif, MDOT
Laurent Fournier, MDOT
Matt Kenwell, MDOT
Mike McPherson, Atwell
Eric Lord, Atwell
Cheryl Parks, Walbridge
Thomas Guise, Walbridge
Mike Doonan, Walbridge
Luis Vasquez, Related Engineering
Cory Schraier, Related Engineering
Jonathan Furman, Related Engineering
Aaid Esmail, Fleis and VandenBrink
Sophia Bodkin, Fleis and VandenBrink
Dave DeLind, Fleis and VandenBrink

Document received by the Washtenaw County Trial Court 01/28/2026.

MDOT
Michigan Department of Transportation

INDIVIDUAL CONSTRUCTION PERMIT
For Operations within State Highway Right-of-Way

Issued To:
RD Michigan Property Owner I LLC

30 Hudson Yards
New York NY 10001

Contact:
Cory Schraier
314-853-0052(O)
cshraier@related.com

Permit Number: 81031-113474-25-102825
Permit Type: Individual Application
Permit Fee: $700.00
Effective Date: Oct 28, 2025 to Oct 28, 2026
Bond Numbers: EI 11262
Liability Insurance Expiration Date: Jan 15, 2026

Contractor:
Atwell, LLC

12745 23 Mile Road, Suite 200
Shelby Township MI 48315

Contact:
Michael McPherson

mmcpherson@atwell-group.c

THIS PERMIT IS VALID ONLY FOR THE FOLLOWING PROPOSED OPERATIONS:

PURPOSE:

To establish two (2) construction access drives into the site to support construction of the Saline Data Center project. The two access drives include proposed temporary road improvements (right turn and bypass) to mitigate construction traffic.

STATE ROUTE: US-12 **TOWNSHIP OF:** Saline **COUNTY:** Washtenaw County

NEAREST INTERSECTION:	SIDE OF ROAD:	DISTANCE TO NEAREST INTERSECTION: (in feet)	DIRECTION TO NEAREST INTERECTION:
Willow Road	E N	1,500.00	South

CONTROL SECTION:	MILE POINT FROM:	MILE POINT TO:	LOCATION: LEFT	MEDIAN	RIGHT	TRANSVERSE
81031	6.210	6.210	X			

REQUISITION NUMBER: **WORK ORDER NUMBER:** **MDOT JOB NUMBER:** **ORG JOB NUMBER:**

Document received by the Washtenaw County Trial Court 01/28/2026.

81031-113474-25-102825 Issued To:RD Michigan Property Owner I LLC

This permit is incomplete without "General Conditions and Supplemental Specifications"

I certify that I accept the following:

1. I am the legal owner of this property or facility, the owner's authorized representative, or have statutory authority to work within state highway Right-of-Way.
2. Commencement of work set forth in the permit application constitutes acceptance of the permit as issued.
3. Failure to object, ***within ten (10) days*** to the permit as issued constitutes acceptance of the permit as issued.
4. If this permit is accepted by either of the above methods, I will comply with the provisions of the permit.
5. I agree that Advance Notice for Permitted Activities for shall be submitted **5 days prior** to the commencement of the proposed work.
   I agree that Advance Notice for Permitted Utility Tree Trimming and Tree Removal Activities shall be submitted **15 days prior** to the commencement of the proposed work for an annual permit.

CAUTION

Work shall NOT begin until the Advance Notice has been approved.

Failure to submit the advance notice may result in a Stop Work Order.

RD Michigan Property Owner I LLC	**Craig Heidelberg** **MDOT**	October 28, 2025 **Approved Date**
TSC Contact Info	**Brighton TSC**	**(810) 227-4681**

THE STANDARD ATTACHMENTS, ATTACHMENTS AND SPECIAL CONDITIONS MARKED BELOW ARE A PART OF THIS PERMIT.

STANDARD ATTACHMENTS:

1. Special Conditions For Underground Construction (2205C)
2. General Conditions (General Conditions)

ADDITIONAL ATTACHMENTS:

1. Review summary.pdf
2. Stage 1 Construction Plans - Saline Data Center (1 of 3).pdf
3. Stage 1 Construction Plans - Saline Data Center (2 of 3).pdf
4. Stage 1 Construction Plans - Saline Data Center (3 of 3).pdf
5. ALTA Survey (1 of 2).pdf
6. ALTA Survey (2 of 2).pdf

Document received by the Washtenaw County Trial Court 01/28/2026.

81031-113474-25-102825 Issued To:RD Michigan Property Owner I LLC

AMENDMENT ATTACHMENTS:

SPECIAL CONDITIONS:

1 All disturbed areas within the right of way shall be top-soiled, seeded and mulched to match existing areas per current MDOT standards and specifications.

Document received by the Washtenaw County Trial Court 01/28/2026.

EGLE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION
GENERAL PERMIT AUTHORIZATION

Issued To:

RD Michigan Property Owner I LLC
Attn: Cory Schraier
30 Hudson Yards
New York, New York 10001

Permit No.:	**WRP046565 v.1**
Submission No.:	**HQE-EVQS-8HH5V**
Site Name:	**81-11600 Block of W Michigan Ave-Saline**
Issued:	**September 24, 2025**
Revised:	
Expires:	**September 24, 2030**

This permit is being issued by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, under the provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); specifically:

- ☒ **Part 301, Inland Lakes and Streams**
- ☒ **Part 303, Wetlands Protection**
- ☐ **Part 315, Dam Safety**
- ☒ **Part 31, Water Resources Protection (Floodplain Regulatory Authority)**
- ☐ **Part 323, Shorelands Protection and Management**
- ☐ **Part 325, Great Lakes Submerged Lands**
- ☐ **Part 353, Sand Dunes Protection and Management**

EGLE certifies that the activities authorized under this permit are in compliance with the State Coastal Zone Management Program and certifies without conditions under the Federal Clean Water Act, Section 401 that the discharge from the activities authorized under this permit will comply with Michigan's water quality requirements in Part 31, Water Resources Protection, of the NREPA and associated administrative rules, where applicable.

Permission is hereby granted, based on permittee assurance of adherence to State of Michigan requirements and permit conditions, to:

Authorized Activity:

Installation of four 14-foot-wide by 70-foot-long temporary prefabricated steel clear span bridges across the Saline River. These will span the whole bankfull width of the stream and not result in any fill within the 100-year floodplain. Installation of four 14-foot-wide by 70-foot-long temporary prefabricated steel clear span bridges across an unnamed stream. Installation of six 14-foot-wide by 50-foot-long temporary prefabricated steel clear span bridges across linear wetlands.

All work shall be completed in accordance with the approved plans and the specifications of this permit.

EGLE
WRP046565 v1.0
Approved
Issued On:09/24/202

Document received by the Washtenaw County Trial Court 01/28/2026.

Authorized Under General Permit Category: C. Clear Span Bridge
Waterbody Affected: Saline River, unnamed stream, wetland
Property Location: Washtenaw County, Saline Township, Town 04S, Range 05E, Section 19

Authority granted by this permit is subject to the following limitations:

A. Initiation of any work on the permitted project confirms the permittee's acceptance and agreement to comply with all terms and conditions of this permit.
B. The permittee, in exercising the authority granted by this permit, shall not cause unlawful pollution as defined by Part 31 of the NREPA.
C. This permit shall be kept at the site of the work and available for inspection at all times during the duration of the project or until its date of expiration.
D. All work shall be completed in accordance with the approved plans and specifications submitted with the application and/or plans and specifications attached to this permit.
E. No attempt shall be made by the permittee to forbid the full and free use by the public of public waters at or adjacent to the structure or work approved.
F. It is made a requirement of this permit that the permittee give notice to public utilities in accordance with 2013 PA 174 (Act 174) and comply with each of the requirements of Act 174.
G. This permit does not convey property rights in either real estate or material, nor does it authorize any injury to private property or invasion of public or private rights, nor does it waive the necessity of seeking federal assent, all local permits, or complying with other state statutes.
H. This permit does not prejudice or limit the right of a riparian owner or other person to institute proceedings in any circuit court of this state when necessary to protect his rights.
I. Permittee shall notify EGLE within one week after the completion of the activity authorized by this permit, by completing and forwarding the attached preaddressed postcard to the office addressed thereon.
J. This permit shall not be assigned or transferred without the written approval of EGLE.
K. Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as cited by the specific state act, federal act, and/or rule under which this permit is granted.
L. All dredged or excavated materials shall be disposed of in an upland site (outside of floodplains, unless exempt under Part 31 of the NREPA, and wetlands).
M. In issuing this permit, EGLE has relied on the information and data that the permittee has provided in connection with the submitted application for permit. If, subsequent to the issuance of a permit, such information and data prove to be false, incomplete, or inaccurate, EGLE may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.
N. The permittee shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, employees, agents, and representatives for any and all claims or causes of action arising from acts or omissions of the permittee, or employees, agents, or representative of the permittee, undertaken in connection with this permit. The permittee's obligation to indemnify the State of Michigan applies only if the state: (1) provides the permittee or its designated representative written notice of the claim or cause of action within 30 days after it is received by the state, and (2) consents to the permittee's participation in the proceeding on the claim or cause of action. It does not apply to contested case proceedings under the Administrative Procedures Act, 1969 PA 306, as amended, challenging the permit. This permit shall not be construed as an indemnity by the State of Michigan for the benefit of the permittee or any other person.
O. Noncompliance with these terms and conditions and/or the initiation of other regulated activities not specifically authorized shall be cause for the modification, suspension, or revocation of this permit, in whole or in part. Further, EGLE may initiate criminal and/or civil proceedings as may be deemed necessary to correct project deficiencies, protect natural resource values, and secure compliance with statutes.

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P. If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity from EGLE. Such revision request shall include complete documentation supporting the modification and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by EGLE prior to being implemented.
Q. This permit may be transferred to another person upon written approval of EGLE. The permittee must submit a written request to EGLE to transfer the permit to the new owner. The new owner must also submit a written request to EGLE to accept transfer. The new owner must agree, in writing, to accept all conditions of the permit. A single letter signed by both parties that includes all the above information may be provided to EGLE. EGLE will review the request and, if approved, will provide written notification to the new owner.
R. Prior to initiating permitted construction, the permittee is required to provide a copy of the permit to the contractor(s) for review. The property owner, contractor(s), and any agent involved in exercising the permit are held responsible to ensure that the project is constructed in accordance with all drawings and specifications. The contractor is required to provide a copy of the permit to all subcontractors doing work authorized by the permit.
S. Construction must be undertaken and completed during the dry period of the wetland. If the area does not dry out, construction shall be done on equipment mats to prevent compaction of the soil.
T. Authority granted by this permit does not waive permit requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA, or the need to acquire applicable permits from the County Enforcing Agent (CEA).
U. Authority granted by this permit does not waive permit requirements under the authority of Part 305, Natural Rivers, of the NREPA. A Natural Rivers Zoning Permit may be required for construction, land alteration, streambank stabilization, or vegetation removal along or near a natural river.
V. The permittee is cautioned that grade changes resulting in increased runoff onto adjacent property is subject to civil damage litigation.
W. Unless specifically stated in this permit, construction pads, haul roads, temporary structures, or other structural appurtenances to be placed in a wetland or on bottomland of the water body are not authorized and shall not be constructed unless authorized by a separate permit or permit revision granted in accordance with the applicable law.
X. For projects with potential impacts to fish spawning or migration, no work shall occur within fish spawning or migration timelines (i.e., windows) unless otherwise approved in writing by the Michigan Department of Natural Resources, Fisheries Division.
Y. Work to be done under authority of this permit is further subject to the following special instructions and specifications:

1. Prior to the initiation of any permitted construction activities, a sedimentation barrier (e.g., silt fence, straw bale barrier, etc.) shall be constructed immediately down gradient of the construction site. Sedimentation barriers shall be specifically designed to handle the sediment type, load, water depth, and flow conditions of each construction site throughout the anticipated time of construction and unstable site conditions. The sedimentation barrier shall be maintained in good working order throughout the duration of the project. Upon project completion, the accumulated materials shall be removed and disposed of at an upland (i.e., non-wetland, non-floodplain, non-bottomland) site and stabilized with seed and mulch. The sedimentation barrier shall then be removed in its entirety and the area restored to its original configuration and cover. In the event there is a problem with the sedimentation barrier, and a failure to contain the sediments from leaving the project site, the project shall be immediately stopped, evaluated, and appropriate measures shall be taken to stop the release of sediments/turbidity. The permittee, agent or contractor shall immediately notify the EGLE representative through MiEnviro Schedules of Compliance submission, or via phone or email at 517-257-4532 or BalesJ@Michigan.gov, on the turbidity curtain failure and the measures being taken to stop the release of sediments/turbidity.

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2. Prior to the start of construction, all adjacent non-work wetland areas shall be protected by properly trenched sedimentation barrier to prevent sediment from entering the wetland. Orange construction fencing shall be installed as needed to prohibit construction personnel and equipment from entering or performing work in these areas. Fencing shall be maintained daily throughout the construction process. Upon project completion, the accumulated materials shall be removed and disposed of at an upland site, the sedimentation barrier shall then be removed in its entirety and the area restored to its original configuration and cover.

3. Dredging is not authorized by this permit.

4. Filling is not authorized by this permit.

5. No work or equipment operation below the ordinary high-water mark of the stream(s) is authorized by this permit.

6. The structure/bridge shall span the bankfull width of the stream with the lowest bottom of beam elevation at or above the natural ground elevations on each bank. The approach fill shall slope to natural ground elevations within ten (10) feet of either end of the structure.

7. The fill for approaches shall consist of clean rock or washed gravel. The use of pit-run gravel is NOT authorized by this permit.

8. This permit is for one installation of the bridges over the streams. The structures may not be removed and reinstalled at a later date, unless authorized under another permit.

9. The structure shall be removed immediately upon completion of the project activity or by the expiration date of the permit, whichever is earlier. The area shall be restored to prior condition and configuration upon removal of the temporary structure, unless authorized under another permit.

10. Any other filling, grading, or construction within the 100-year floodplain that is not specifically authorized by this permit will require a separate EGLE permit before starting the work.

11. The permittee is cautioned that grade changes resulting in increased runoff onto adjacent property is subject to civil damage litigation.

12. Fill shall not be placed to prevent surface water drainage across the site. Site runoff shall be directed to public or natural drainage ways and not unnaturally discharged onto adjacent properties.

13. Issuance of this permit is contingent upon the effect determinations to federally listed threatened and endangered species, as can be found within the United States Fish and Wildlife Service "All Species Michigan Determination Key" verification letter provided with the permit application. The permittee is responsible for adhering to all of the agreed-upon conservation measures listed within the verification letter.

14. This permit is limited to authorizing the construction as specified above and carries with it no assurances or implications that associated lake, stream, wetland or floodplain areas can be developed and serviced by the structures authorized by this permit.

15. Authority granted by this permit does not waive permit or program requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA or the need to acquire applicable permits from the CEA. To locate the Soil Erosion Program Administrator for your county, visit https://www.michigan.gov/egle/about/organization/water-resources/soil-erosion/sesc-overview and select "Soil Erosion and Sedimentation Control Agencies".

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16. The authority to conduct the activity as authorized by this permit is granted solely under the provisions of the governing act as identified above. This permit does not convey, provide, or otherwise imply approval of any other governing act, ordinance, or regulation, nor does it waive the permittee's obligation to acquire any local, county, state, or federal approval or authorization necessary to conduct the activity.

17. No fill, excess soil, or other material shall be placed in any wetland, floodplain, or surface water area not specifically authorized by this permit, its plans, and specifications.

18. This permit does not authorize or sanction work that has been completed in violation of applicable federal, state, or local statutes.

19. The permit placard shall be kept posted at the work site in a prominent location at all times for the duration of the project or until permit expiration.

20. This permit is being issued for the maximum time allowed and no extensions of this permit will be granted. Initiation of the construction work authorized by this permit indicates the permittee's acceptance of this condition. The permit, when signed by EGLE, will be for a five-year period beginning on the date of issuance. If the project is not completed by the expiration date, a new permit must be sought.

Issued By: _____

James Bales
Jackson District Office
Water Resources Division
517-257-4532

THIS GENERAL PERMIT AUTHORIZATION MUST BE SIGNED BY THE PERMITTEE TO BE VALID.

I hereby assure that I have read, am familiar with, and agree to adhere to the terms and conditions of this authorization.

_____ _____

Permittee Signature Date

cc: Saline Township Clerk
Washtenaw County Drain Commissioner
Washtenaw County CEA
Chris Kunkle, Atwell
Kyle Alexander, EGLE
Jeff Pierce, EGLE
Joshua Gleason, EGLE

EGLE
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GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
AIR QUALITY DIVISION

PHILLIP D. ROOS
DIRECTOR

October 17, 2025

Cory Schraier
RD Michigan Property Owner I LLC
30 Hudson Yards
New York, NY 1001-2170

SRN/ID: P1598, Washtenaw County

Dear Cory Schraier:

The Department of Environment, Great Lakes, and Energy (EGLE), Air Quality Division (AQD), proposes to approve RD Michigan Property Owner I LLC (Related) request received on September 24, 2025, for a waiver of the permit requirements to allow Related to begin installation of Project Mitten which is a Data Center that includes fourteen (14) diesel-fired emergency generators and one (1) diesel firewater pump, to be located at 11600 West Michigan Avenue, Saline, Michigan, prior to final action on Permit to Install (PTI) Application number PKG-0000658. Approval of this waiver request is based upon Related' s agreement with the conditions described below. These conditions were previously agreed to by your certified (signed) submission.

1. All construction commenced prior to the issuance of a PTI is entirely at the applicant's own risk. The AQD has not conducted a review of the application sufficient to determine whether the proposed source will comply with state and federal air quality regulations. Therefore, any costs required to modify a building or process or control equipment which was installed pursuant to this waiver will not be considered in determining the appropriate level of control of air contaminant emissions.

2. Issuance of this waiver in no way is intended to imply the proposed action can or will be approved.

3. No construction beyond the aforementioned is allowed prior to final action on the PTI.

4. No trial operation of the proposed process or process equipment is allowed prior to final action on the PTI.

5. Approval of this waiver does not relieve Related from responsibility for any installation or operation that has occurred or may occur without issuance of

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necessary air use permits or other authorizations or has occurred or may occur in non-compliance with such permits, regulations, or other requirements.

6. Federal Prevention of Significant Deterioration (PSD) rules do not allow construction waivers for any source subject to PSD regulations, pursuant to Title 40 of the Code of Federal Regulations (CFR), Part 52, Approval and Promulgation of Implementation Plan, Subpart A, Section 52.21. By accepting this waiver, the applicant agrees and certifies the subject source in the application is not subject to regulation under 40 CFR 52.21.

7. Rule 202(2)(b) of the administrative rules promulgated under Part 55, Air Pollution Control, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, does not allow granting of a waiver for construction or reconstruction of a major source of hazardous air pollutants as defined in and subject to a National Emission Standard for Hazardous Air Pollutants. By accepting this waiver, the applicant agrees and certifies that the process or process equipment described in the application is not subject to regulation under 40 CFR, Part 61, National Emission Standards for Hazardous Air Pollutants or as a major source under 40 CFR, Part 63, National Emission Standards for Hazardous Air Pollutants for Source Categories.

8. This waiver may be terminated by written notification from the Director, EGLE, AQD, at any time. Furthermore, all authorizations granted by this waiver are terminated if the PTI application is denied.

Please contact me at the number listed below or at millers@michigan.gov if you have any questions concerning this matter.

Sincerely,

Scott Miller
Jackson District Supervisor
Air Quality Division
517-416-5992

cc: Brad Myott, EGLE
Cindy Smith, EGLE
Mike Kovalchick, EGLE

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GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION

EGLE

PHILLIP D. ROOS
DIRECTOR

November 21, 2025

Greg Gushee
RD Michigan Property Owner

SUBJECT: NPDES Permit No. **MIR118895**
Designated Site Name: Saline Data Center-Washtenaw
Authorization to Discharge Stormwater from Construction Activities under the National Pollutant Discharge Elimination System (NPDES)

This is to acknowledge that the Department of Environment, Great Lakes, and Energy (EGLE) received your administratively complete application. On **November 18, 2025**, you became authorized, under NPDES, to discharge stormwater from your construction activities at **Saline Data Center; 1600 W Michigan, MI 48176**. The NPDES permit number for this site is **MIR118895.** Please refer to this number in all future correspondence with EGLE concerning this permit.

PLEASE NOTE: The authorization to discharge stormwater pursuant to the provisions of Michigan's Permit-by-Rule expires on **November 10, 2027**, consistent with the expiration of the Soil Erosion and Sedimentation Control (SESC) permit **SESC2025-0405** issued by the local agency. **Notice of Coverage (NOC) authorization may be extended or modified prior to expiration by submitting an NOC Renewal request via EGLE's MiEnviro Portal system, along with a copy of the renewed and/or extended SESC permit**. The MiEnviro Portal Web site is located at https://MiEnviro.Michigan.gov. You may renew this permit as many times as needed through **November 17, 2030**. If this authorization expires or your project is not completed within this 5-year period, a new administratively complete NOC (including the fee) must be submitted to obtain stormwater authorization.

Please be advised that the authorization to discharge requires that the soil erosion and sedimentation controls be under the supervision of a state-certified stormwater operator. A copy of Michigan's Permit-by-Rule can be found on EGLE's Web site at https://www.michigan.gov/eglestormwater. These requirements must be followed during the entire period of your stormwater discharge authorization.

The issuance of this permit does not authorize the violation of any federal, state, or local laws or regulations, nor does it obviate the necessity of obtaining such permits, including any other EGLE permits, or approvals from other units of government as may be required by law.

A Notice of Termination (NOT) must be submitted to EGLE once the construction site is completely stabilized. The NOT form is available in and submitted via MiEnviro Portal.

If you have any questions about your authorization to discharge storm water, please contact your compliance person, Matt Konieczki at 517-867-0745, or konieczkiM@michigan.gov. For questions regarding renewing your NOC, or a New NOC application, please contact Tiffany Wilson, Permits Section, Water Resources Division, at 517-256-1425, or wilsont15@michigan.gov.

Sincerely,

Christe Alwin

Christe Alwin, Supervisor
Stormwater Permits Unit
Permits Section
Water Resources Division

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GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
AIR QUALITY DIVISION

EGLE

PHILLIP D. ROOS
DIRECTOR

January 13, 2026

Cory Schraier, Development Associate
Project Mitten
30 Hudson Yards
New York, New York 10001

Dear Cory Schraier:

This letter is in reference to your Permit to Install (PTI) application for fifteen emergency engines proposed to be located at 11600 West Michigan Avenue in Saline, Michigan (State Registration Number P1598). This application, identified as No. PKG-0000658, has been evaluated and approved by the Air Quality Division, pursuant to the delegation of authority from the Michigan Department of Environment, Great Lakes, and Energy (EGLE). The approved PTI has been assigned No. PTI0000135 v1.0.

This approval is based upon and subject to compliance with all administrative rules promulgated pursuant to Part 55, Air Pollution Control, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, and conditions available on your MiEnviro Portal site. Please review these conditions thoroughly so that you may take the actions necessary to ensure compliance with all of these conditions.

To help us improve the service we provide our customers, we encourage you to complete our Permit to Install (PTI) Customer Service Survey.

Please contact me if you have any questions regarding this permit at 517-275-1936 or ArduinM1@Michigan.gov.

Sincerely,

Megan Arduin

Megan Arduin, Environmental Engineer
Thermal Process Unit
Permit Section
Air Quality Division

Enclosures
cc/enc: Valerie Guenther, Ramboll
Scott Miller, EGLE

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GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION

EGLE

PHILLIP D. ROOS
DIRECTOR

January 16, 2026

VIA EMAIL

Gregory Gushee
RD Michigan Property Owner I LLC
30 Hudson Yards
New York, New York 10001

Dear Gregory Gushee:

SUBJECT: Draft Permit for Countersignature
Submission Number: HQF-0VDY-1FZ1N
County: Washtenaw
Project Name: Saline Data Center

The Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division (WRD), has reviewed the above-referenced application for permit pursuant to Part 301, Inland Lakes and Streams; Part 303, Wetlands Protection; and Floodplain Regulatory Authority of Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. The purpose of the project, as depicted in your application, is to construct a data center facility.

We have determined that the project as proposed can be permitted. Enclosed is a draft permit that requires a countersignature.

Carefully review and fully understand the draft permit and all of its associated terms and conditions. As the permittee, you are responsible for assuring that the project is completed as authorized and in compliance with permit requirements. If you agree to all of the terms and conditions, sign the draft permit in the space provided, initial each of the drawings, and return the **entire** document to our office within 30 days of the date of this letter.

This permit is not valid until signed by an official of the WRD. Upon return of the signed and initialed document from you, the WRD will issue the permit in a timely manner and return a signed copy to you. Construction activity in regulated areas is not authorized to begin until a valid permit is held at the project site. If you do not return the signed and initialed document by the required date, an application denial letter will be sent to you.

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If you have any questions regarding the specifics of this draft permit, please contact me at 517-257-4532; BalesJ@Michigan.gov; or EGLE, WRD, Jackson District Office, P.O. Box 30458, Lansing, Michigan 48909-7958. Please include your submission number, HQF-0VDY-1FZ1N, in your response.

Sincerely,

James Bales
Environmental Quality Analyst
Water Resources Division

Enclosure
cc/enc: Don Berninger, Atwell
Amy Lounds, EGLE (via email)
Kyle Alexander, EGLE (via email)
Jeff Pierce, EGLE
Riley Walsh, EGLE

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EGLE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION
PERMIT

Issued To:

RD Michigan Property Owner I LLC
Attn: Gregory Gushee
30 Hudson Yards
New York, New York 10001

Permit No: WRP047686 v.1
Submission No.: HQF-0VDY-1FZ1N
Site Name: 81-11600 Block of W Michigan Ave-Saline
Issued: January 16, 2026
Revised:
Expires: January 16, 2031

This permit is being issued by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, under the provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); specifically:

- ☒ Part 301, Inland Lakes and Streams
- ☒ Part 303, Wetlands Protection
- ☐ Part 315, Dam Safety
- ☒ Part 31, Water Resources Protection (Floodplain Regulatory Authority)
- ☐ Part 323, Shorelands Protection and Management
- ☐ Part 325, Great Lakes Submerged Lands
- ☐ Part 353, Sand Dunes Protection and Management

EGLE certifies that the activities authorized under this permit are in compliance with the State Coastal Zone Management Program and certifies without conditions under the Federal Clean Water Act, Section 401 that the discharge from the activities authorized under this permit will comply with Michigan's water quality requirements in Part 31, Water Resources Protection, of the NREPA and associated administrative rules, where applicable.

Permission is hereby granted, based on permittee assurance of adherence to State of Michigan requirements and permit conditions, to:

Authorized Activity:

Permanently impact 9.12 acres through the placement of approximately 66,077 cubic yards of fill and excavation of 493 cubic yards of material for the purpose of constructing a data center. Temporarily impact 0.32 acres of wetland via directional boring and open trench for installation of utilities and associated infrastructure. Install a 36-inch diameter, 100-foot-long wetland equalization culvert. Install an 83-inch-wide, 98-foot-long culvert on an unnamed stream. Temporarily impact approximately 409 linear feet of unnamed stream via directional boring and open trench for the installation of utilities and infrastructure. Install a total of three stormwater outfall structures to be installed in upland and discharge treated stormwater to the Saline River.

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WRP047686 v1.0
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Issued On:01/16/2026
Expires On:01/16/2031

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Bridgewater Drain, and an unnamed stream. Install a wetland overflow pipe in upland that will direct water to an unnamed stream. Install a wastewater treatment outfall in upland that will discharge treated wastewater to the Saline River. Installation of two outlet structures with associated riprap within the 100-year floodplain/floodway of the Saline River. These structures will conform to the existing banks upstream and downstream and will result in approximately 10 cubic yards of cut and fill.

The permittee will mitigate for wetland loss by acquiring 13.68 acres of emergent wetland from an approved bank site in the River Raisin Watershed.

All work shall be completed in accordance with the approved plans and specifications of this permit.

Waterbody Affected: Wetland, Saline River, Bridgewater Drain, Unnamed Stream
Property Location: Washtenaw County, Saline Township, T04S, R05E, Sections 18 and 19, Property Tax No. R-18-18-300-002, R-18-18-400-002, R-18-18-400-003, R-18-19-200-002, R-18-19-200-001, R-18-19-100-001, R-18-19-200-004, R-18-19-300-002, R-18-19-100-004

Authority granted by this permit is subject to the following limitations:

A. Initiation of any work on the permitted project confirms the permittee's acceptance and agreement to comply with all terms and conditions of this permit.
B. The permittee, in exercising the authority granted by this permit, shall not cause unlawful pollution as defined by Part 31 of the NREPA.
C. This permit shall be kept at the site of the work and available for inspection at all times during the duration of the project or until its date of expiration.
D. All work shall be completed in accordance with the approved plans and specifications submitted with the application and/or plans and specifications attached to this permit.
E. No attempt shall be made by the permittee to forbid the full and free use by the public of public waters at or adjacent to the structure or work approved.
F. It is made a requirement of this permit that the permittee give notice to public utilities in accordance with 2013 PA 174 (Act 174) and comply with each of the requirements of Act 174.
G. This permit does not convey property rights in either real estate or material, nor does it authorize any injury to private property or invasion of public or private rights, nor does it waive the necessity of seeking federal assent, all local permits, or complying with other state statutes.
H. This permit does not prejudice or limit the right of a riparian owner or other person to institute proceedings in any circuit court of this state when necessary to protect his rights.
I. Permittee shall notify EGLE within one week after the completion of the activity authorized by this permit by completing and forwarding the attached preaddressed postcard to the office addressed thereon.
J. This permit shall not be assigned or transferred without the written approval of EGLE.
K. Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as cited by the specific state act, federal act, and/or rule under which this permit is granted.
L. All dredged or excavated materials shall be disposed of in an upland site (outside of floodplains, unless exempt under Part 31 of the NREPA, and wetlands).

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Approved
Issued On:01/16/2026
Expires On:01/16/2031

Document received by the Washtenaw County Trial Court 01/28/2026.

M. In issuing this permit, EGLE has relied on the information and data that the permittee has provided in connection with the submitted application for permit. If, subsequent to the issuance of a permit, such information and data prove to be false, incomplete, or inaccurate, EGLE may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.
N. The permittee shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, employees, agents, and representatives for any and all claims or causes of action arising from acts or omissions of the permittee, or employees, agents, or representative of the permittee, undertaken in connection with this permit. The permittee's obligation to indemnify the State of Michigan applies only if the state: (1) provides the permittee or its designated representative written notice of the claim or cause of action within 30 days after it is received by the state, and (2) consents to the permittee's participation in the proceeding on the claim or cause of action. It does not apply to contested case proceedings under the Administrative Procedures Act, 1969 PA 306, as amended, challenging the permit. This permit shall not be construed as an indemnity by the State of Michigan for the benefit of the permittee or any other person.
O. Noncompliance with these terms and conditions and/or the initiation of other regulated activities not specifically authorized shall be cause for the modification, suspension, or revocation of this permit, in whole or in part. Further, EGLE may initiate criminal and/or civil proceedings as may be deemed necessary to correct project deficiencies, protect natural resource values, and secure compliance with statutes.
P. If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity from EGLE. Such revision request shall include complete documentation supporting the modification and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by EGLE prior to being implemented.
Q. This permit may be transferred to another person upon written approval of EGLE. The permittee must submit a written request to EGLE to transfer the permit to the new owner. The new owner must also submit a written request to EGLE to accept transfer. The new owner must agree, in writing, to accept all conditions of the permit. A single letter signed by both parties that includes all the above information may be provided to EGLE. EGLE will review the request and, if approved, will provide written notification to the new owner.
R. Prior to initiating permitted construction, the permittee is required to provide a copy of the permit to the contractor(s) for review. The property owner, contractor(s), and any agent involved in exercising the permit are held responsible to ensure that the project is constructed in accordance with all drawings and specifications. The contractor is required to provide a copy of the permit to all subcontractors doing work authorized by the permit.
S. Construction must be undertaken and completed during the dry period of the wetland. If the area does not dry out, construction shall be done on equipment mats to prevent compaction of the soil.
T. Authority granted by this permit does not waive permit requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA, or the need to acquire applicable permits from the County Enforcing Agent (CEA).
U. Authority granted by this permit does not waive permit requirements under the authority of Part 305, Natural Rivers, of the NREPA. A Natural Rivers Zoning Permit may be required for construction, land alteration, streambank stabilization, or vegetation removal along or near a natural river.
V. The permittee is cautioned that grade changes resulting in increased runoff onto adjacent property is subject to civil damage litigation.

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Issued On:01/16/2026
Expires On:01/16/2031

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W. Unless specifically stated in this permit, construction pads, haul roads, temporary structures, or other structural appurtenances to be placed in a wetland or on bottomland of the water body are not authorized and shall not be constructed unless authorized by a separate permit or permit revision granted in accordance with the applicable law.

X. For projects with potential impacts to fish spawning or migration, no work shall occur within fish spawning or migration timelines (i.e., windows) unless otherwise approved in writing by the Michigan Department of Natural Resources, Fisheries Division.

Y. Work to be done under authority of this permit is further subject to the following special instructions and specifications:

1. The permittee shall, as a primary condition of this permit, mitigate the loss of 9.12 acres of emergent wetland by acquiring 13.68 acres of emergent wetland from an approved bank site in the River Raisin Watershed.

   The permittee shall submit documentation of credit acquisition to EGLE prior to signature of this permit by EGLE.

2. The permittee shall execute a conservation easement over the remaining wetlands on-site as shown on the permit plans in a form identical to the conservation easement model on EGLE's Web site at www.michigan.gov/wetlands. The original executed conservation easement and associated exhibits must be sent to EGLE for review and recording within 90 days of the issuance of this permit. Send to: Conservation Easement Coordinator, EGLE, Water Resources Division, P.O. Box 30458, Lansing, Michigan, 48909, with a copy of the executed easement mailed to the District Office.

   The permittee may request a permit revision in writing to extend the time deadline for submittal of the conservation easement. Such permit revision shall be considered a minor permit revision pursuant to Section 30313b and must be accompanied by the appropriate fee. An acceptable executed conservation easement must be submitted to EGLE by the permittee ~~prior to commencement of any permitted work within regulated areas~~. within 90 days of the execution of this document.

   The conservation easement boundary shall be demarcated by the placement of signs along the perimeter. The signs shall be placed at an adequate frequency, visibility, and height for viewing, made of a suitable material to withstand climatic conditions, and should be replaced as needed. The signs shall include the following language:

   WETLAND CONSERVATION EASEMENT
   NO CONSTRUCTION OR PLACEMENT OF STRUCTURES ALLOWED.
   NO MOWING, CUTTING, FILLING, DREDGING OR
   APPLICATION OF CHEMICALS ALLOWED.
   MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY

   Except as otherwise provided by this permit or approved in writing by EGLE, the following activities are prohibited in perpetuity within the conservation easement area: alteration of topography, creation of paths, trails, or roads; placement of fill, dredging, or excavation; drainage of surface or groundwater; construction or placement of any structure; plowing, tilling, or cultivating the soils or vegetation; cutting, removal, or alteration of vegetation; including the planting of non-native plant species; construction of unauthorized utility or petroleum lines;

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storage or disposal of garbage, trash, debris, abandoned equipment; accumulation of machinery or other waste materials; use or storage of off-road vehicles; placement of billboards or signs; or the use of the wetland for the discharge of storm water (except as otherwise allowed in this permit).

a. To protect the conservation easement from encroachment, the permittee shall establish a split rail fence or similar structure approved by EGLE along the conservation easement boundary.

b. Materials used for erosion control within any proposed conservation easement boundary shall be wildlife friendly. Do not use erosion control products containing plastic mesh netting or other similar material. Several products for soil erosion and control exist that do not contain plastic netting including net-less erosion control blankets (for example, made of excelsior), loose mulch, hydraulic mulch, soil binders, unreinforced silt fences, and straw bales. Others are made from natural fibers (such as jute) and loosely woven together in a manner that allows wildlife to wiggle free.

3. The permittee shall grade approximately 11 acres of upland to match the elevation of adjacent wetland areas and seed the area with an appropriate native wetland seed mix. This upland grading shall occur in the locations shown on plan sheet C37. Grading and planting shall be completed prior to or concurrent with other permitted activities. Upon completion of the grading and establishment of the plantings, the permittee shall take photographs documenting the completion of the work and submit the documentation to EGLE through MiEnviro Schedules of Compliance submission, or via email to Jim Bales at BalesJ@Michigan.gov.

4. Issuance of this permit is contingent upon the effect determinations to federally listed threatened and endangered species, as can be found within the United States Fish and Wildlife Service "All Species Michigan Determination Key" verification letter provided with the permit application. The permittee is responsible for adhering to all of the agreed upon conservation measures listed within the verification letter.

5. The permittee and contractors shall take steps to minimize the risk of spreading terrestrial and aquatic invasive species during this project where feasible, including:

a. Visually inspecting footwear (boots, hip-boots, and waders) and removing and properly disposing of any plants or mud.

b. Visually inspecting field equipment (nets, shovels, rakes, etc.) and vehicles and removing and properly disposing of any plants and mud.

c. Draining all water from vehicles and equipment prior to leaving the site and before entering a new waterbody.

d. Thoroughly drying equipment (5-7 days, if possible) between sites, when possible.

e. Disinfecting vehicles and equipment between sites (e.g. diluted bleach solution, heated pressure washer), when possible. Disinfection shall be conducted away from surface waters, where the disinfecting solution will not enter any storm sewers and/or surface waters.

i. Typical diluted bleach solution treatment is one half cup (4 fluid ounces) bleach to 5 gallons of water, applied by spraying or sponge so that the surface is thoroughly exposed to bleach solution for 10 minutes.

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ii. Typical heated pressure wash is 140°F water temperature, sprayed for 5-10 seconds.
iii. Thoroughly washing vehicles and boats between sites (e.g. drive-through car wash).

f. Using only native plants and seed for restorations and best management practices.

If invasive aquatic or terrestrial plants are removed from a site, the permittee will take steps to minimize the spread of these species. Dispose of invasive plant material by bagging and transporting to a landfill, composting, or burning, as appropriate and in compliance with local and state laws.

A "Watch List" of Michigan's high priority aquatic invasive species along with how to report sightings can be found at: https://www.michigan.gov/invasives/id-report/watchlist.

6. Prior to the start of construction, all adjacent non-work wetland areas shall be protected by properly trenched sedimentation barrier to prevent sediment from entering the wetland. Orange construction fencing shall be installed as needed to prohibit construction personnel and equipment from entering or performing work in these areas. Fencing shall be maintained daily throughout the construction process. Upon project completion, the accumulated materials shall be removed and disposed of at an upland site, the sedimentation barrier shall then be removed in its entirety and the area restored to its original configuration and cover.

7. Prior to the initiation of any permitted construction activities, a sedimentation barrier (e.g., silt fence, straw bale barrier, etc.) shall be constructed immediately downgradient of the construction site. Sedimentation barriers shall be specifically designed to handle the sediment type, load, water depth, and flow conditions of each construction site throughout the anticipated time of construction and unstable site conditions. The sedimentation barrier shall be maintained in good working order throughout the duration of the project. Upon project completion, the accumulated materials shall be removed and disposed of at an upland (i.e., non-wetland, non-floodplain, non-bottomland) site and stabilized with seed and mulch. The sedimentation barrier shall then be removed in its entirety and the area restored to its original configuration and cover. In the event there is a problem with the sedimentation barrier, and a failure to contain the sediments from leaving the project site, the project shall be immediately stopped, evaluated, and appropriate measures shall be taken to stop the release of sediments/turbidity. The permittee, agent, or contractor shall immediately notify the EGLE representative through MiEnviro Schedules of Compliance submission, or via phone or email at 517-257-4532 or BalesJ@Michigan.gov, on the turbidity curtain failure and the measures being taken to stop the release of sediments/turbidity.

8. All raw areas in uplands resulting from the permitted construction activity shall be effectively stabilized with sod and/or seed and mulch (or other technology specified by this permit or project plans) in a sufficient quantity and manner to prevent erosion and any potential siltation to surface waters or wetlands. Temporary stabilization measures shall be installed before or upon commencement of the permitted activity and shall be maintained until permanent measures are in place. Permanent measures shall be in place within five (5) days of achieving final grade.

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9. All fill/backfill shall consist of clean inert material that will not cause siltation nor contain soluble chemicals, organic matter, pollutants, or contaminants. All fill shall be contained in such a manner so as not to erode into any surface water, floodplain, or wetland. All raw areas associated with the permitted activity shall be stabilized with sod and/or seed and mulch, riprap, or other technically effective methods as necessary to prevent erosion.

10. No fill, excess soil, or other material shall be placed in the 100-year floodplain, or any wetland or surface water area not specifically authorized by this permit, its plans, and specifications.

11. Dredged material, including organic and inorganic sediment, vegetation, and other material removed from bottomlands, shall not be placed in any wetland, floodplain or critical dune, or below the ordinary high water mark of any inland lake, Great Lake, or stream. Dredged material placed on upland shall be stabilized in such a manner to prevent erosion of any material into any waterbody, including wetlands, or floodplain.

12. Equalization culverts shall be a minimum of 18-inches in diameter, installed at the proper elevation for the purpose of water level equalization and must be buried below the natural wetland soil surface at a depth of 20 percent of the culvert diameter. The culvert shall provide for the free flow of surface water or the movement of organisms between portions of a wetland system. The culvert shall not increase drainage of any existing wetland areas.

13. The permittee shall implement project design features, which will ensure that the authorized pipeline, conduit, or utility installation does not result in drainage of the associated wetlands. If the pipeline, conduit, or utility installation causes drainage, the permittee remains liable and responsible for project modifications, as approved by EGLE, to halt the resultant drainage and to prevent future drainage of the wetland.

14. Trench excavation shall be restored to pre-existing grade by backfilling the trench so native soils are replaced in reverse order of excavation, replacing the topsoil at the surface.

15. Backfill used in the excavated trench shall not result in the drainage of wetlands. Clay plugs shall be placed at the wetland/upland boundary in all instances and as needed throughout the trench system.

16. Upon completion of the project, any disturbed wetland areas shall be restored to the original contour elevation, revegetated and reseeded with species native to Michigan appropriate to the site, and mulched to prevent erosion. Excessive rutting and/or soil disturbance shall be reported in writing to EGLE through MiEnviro Schedules of Compliance submission, or via email to BalesJ@Michigan.gov. Monitoring and additional corrective measures may be required.

17. If the utility is trenched through a stream or lake, all spoil material shall be removed from the stream or lake and disposed of on an upland (non-floodplain, non-wetland or non-bottomland) site. The trench shall be backfilled with washed gravel.

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18. The permittee, their agent, and contractor shall exercise extreme caution to ensure that excess bore pressure is not applied during the drilling operation, as this could cause a rupture of the stream bottom and/or wetlands strata, causing the discharge of drilling mud (bentonite) into the watercourse or wetland. It is recommended that a geotechnical engineer or hydrogeologist be consulted to determine the maximum allowable bore pressure to prevent a rupture of the stream bottom.

    In the event there is a leak of drilling mud (bentonite) material during the directional drilling operation, the project shall be immediately stopped, evaluated, and appropriate measures shall be taken to alleviate the release and contain the leaking material. The permittee is responsible for all liability associated with the occurrence of any unintended release of drilling mud, and is also ultimately responsible for the isolation, containment, restoration and final site cleanup, and disposal of the inadvertent fluid losses. The permittee, agent or contractor MUST immediately notify the EGLE Pollution Emergency Reporting System (PEAS) at 800-292-4706. The permittee, agent or contractor shall also notify the EGLE representative at 517-257-4532 or by email at BalesJ@Michigan.gov, of any leaking problems through streambed or wetland. The notification shall include the following:

    a. The time and magnitude of the release.
    b. A description of the steps that are being taken to eliminate and control the inadvertent release.
    c. A time for the next notification to EGLE with the time not to exceed eight (8) hours.
    d. The name and telephone number of the person reporting the unintended release of drilling mud or of the person overseeing the construction efforts to halt and control the inadvertent return of fluids.

    Upon EGLE's assessment of the situation, modifications to the permitted activity may be required.

19. The placement of the new culvert and the initial placement of fill in the stream shall be done in the dry or in such a manner that all flow is immediately passed through the culvert. The major placement of fill shall be done in the dry or in still water where erosion and siltation will be minimized. The fill material used in this initial placement shall be washed gravel, coarse aggregate, or rock and shall be placed at both ends of the culvert above normal water level before backfill material is placed.

20. The culvert shall be installed to align with the center line of the existing stream at both the inlet and outlet ends and must be buried below the stream bed to provide a natural channel substrate through the structure as shown on the approved plans.

21. Road fill side slopes shall not be steeper than 1-on-2 (one (1) vertical to two (2) horizontal) except where headwalls of reinforced concrete, mortar masonry, dry masonry, or other acceptable methods are used.

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22. Road fill side slopes terminating in the stream and any raw streambanks resulting from the construction shall be stabilized with temporary measures in accordance with appropriate Best Management Practices based on site conditions, and if necessary, may be riprapped extending above the ordinary high water mark, before or upon commencement of the permitted activity. Temporary stabilization measures shall be maintained until permanent measures are in place.

23. All other road fill slopes, ditches, and other raw areas draining directly to the stream may be protected with riprap, sod and/or seed and mulch as may be necessary to provide effective erosion protection. The placement of riprap shall be limited to the minimum necessary to ensure proper stabilization of the side slopes and fill in the immediate vicinity of the structure. Rock riprap shall be placed such that it does not narrow up the stream or interfere with stream flows into and out of the structure.

24. If the project, or any portion of the project, is stopped and lies incomplete for any length of time (other than that encountered in a normal work week) every precaution shall be taken to protect the incomplete work from erosion, including the placement of temporary gravel bag riprap, temporary seed and mulch, or other acceptable temporary protection.

25. No work shall be done in the stream during periods of above-normal flows except as necessary to prevent erosion.

26. All riprap shall be properly sized and graded based on wave action and velocity and shall consist of natural field stone or rock (free of paint, soil or other fines, asphalt, soluble chemicals, or organic material). Broken concrete is not allowed.

27. All riprap shall be installed such that it does not narrow the stream or interfere with flows into or out of the culvert.

28. During work on the culvert, and until the site is stabilized, the stream shall be blocked off with clean stone, gravel bags, or other acceptable materials, and the water pumped around the crossing. Water shall be discharged into the watercourse with appropriate treatments to remove suspended particles and to dissipate energy. An extra pump shall be kept on site in the event of failure.

29. The permittee shall submit a stormwater management plan for review and approval within 60 days of issuance of this permit. The stormwater management plan shall document application of Low Impact Development (LID) principles in accordance with the LID Manual for Michigan published by Southeast Michigan Council of Governments (SEMCOG) 2008 and include non-structural Best Management Practices (BMPs), including, but are not limited to, bio-swales, rain gardens, pervious pavement, infiltration beds, and other similar vegetated features. The stormwater management plan shall include detailed information on the work associated with the unnamed tributary to the Saline River, and how impacts to this stream have been avoided and minimized.

30. The design flood or one percent annual chance (100-year) floodplain elevation at this location on the Saline River is 819.5 feet NAVD-88.

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31. Any other filling, grading, or construction within the 100-year floodplain that is not specifically authorized by this permit will require a separate EGLE permit before starting the work.

32. The permittee is cautioned that grade changes resulting in increased runoff onto adjacent property is subject to civil damage litigation.

33. Fill shall not be placed to prevent surface water drainage across the site. Site runoff shall be directed to public or natural drainage ways and not unnaturally discharged onto adjacent properties.

34. The project is located within a community that participates in the National Flood Insurance Program (NFIP). As a participant in the NFIP, the community must comply with the Michigan Building Code (including Appendix G and listed supporting materials); the Michigan Residential Code; and Title 44 of the Code of Federal Regulations, Part 60, Criteria for Land Management and Use. The community is also responsible to ensure that its floodplain maps and studies are maintained to show changes to flood elevations and flood delineations as described in 44 CFR, Part 65, Identification and Mapping of Special Hazard Areas.

35. This permit does not waive the requirements of Michigan Building Code and its referenced standards, ASCE 7: Minimum Design Loads for Buildings and Other Structures, and ASCE 24: Flood Resistant Design and Construction, for substantial improvements to existing structures or new construction. Please reference the Code for details.

36. Authority granted by this permit does not waive permit or program requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA or the need to acquire applicable permits from the CEA. To locate the Soil Erosion Program Administrator for your county, visit https://www.michigan.gov/egle/about/organization/water-resources/soil-erosion/sesc-overview and select "Soil Erosion and Sedimentation Control Agencies".

37. The authority to conduct the activity as authorized by this permit is granted solely under the provisions of the governing act as identified above. This permit does not convey, provide, or otherwise imply approval of any other governing act, ordinance, or regulation, nor does it waive the permittee's obligation to acquire any local, county, state, or federal approval or authorization necessary to conduct the activity, including all required EGLE permits.

38. No fill, excess soil, or other material shall be placed in any wetland, floodplain, or surface water area not specifically authorized by this permit, its plans, and specifications.

39. This permit does not authorize or sanction work that has been completed in violation of applicable federal, state, or local statutes.

40. The permit placard shall be kept posted at the work site in a prominent location at all times for the duration of the project or until permit expiration.

41. This permit is being issued for the maximum time allowed and no extensions of this permit will be granted. Initiation of the construction work authorized by this permit indicates the permittee's acceptance of this condition. The permit, when signed by EGLE, will be for a five-year period beginning on the date of issuance. If the project is not completed by the expiration date, a new permit must be sought.

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42. Upon signing by the permittee named herein, this permit must be returned to EGLE's Water Resources Division, Jackson District Office for final execution. This permit shall become effective on the date of the EGLE representative's signature.

Permittee hereby accepts and agrees to comply with the terms and conditions of this permit.

X _____
Permittee Date

X Gregory Gushee, Authorized Signatory
Printed Name and Title of Permittee

Issued By: _____ for
Jeff Pierce
District Supervisor
Jackson District Office
Water Resources Division
517-416-4297

cc: Saline Township Clerk
Washtenaw County Clerk
Washtenaw County Water Resources Commissioner
Washtenaw County CEA
Melanie Burdick, USEPA
Don Berninger, Atwell
Kyle Alexander, EGLE
Jim Bales, EGLE
Thomas Makled, EGLE
Michael Pennington, EGLE
Riley Walsh, EGLE

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GRETCHEN DRISKELL

Water Resources Commissioner
705 N Zeeb Road
Ann Arbor, MI 48103
734-222-6860

Drains@washtenaw.org

Harry Sheehan
Chief Deputy Water Resources Commissioner

Scott Miller, P.E.
Deputy Water Resources Commissioner

Theo Eggermont
Public Works Director

November 13, 2025

Michael McPherson, PE
Atwell, LLC
12745 23 Mile Rd Ste 200
Shelby Twp, MI 48315

RE: Saline Data Center
Saline Township
WCWRC Project No. 12529

Dear Mr. McPherson:

This office has reviewed the Stage 1 Construction (mass grading) plans for the above-mentioned project in Saline Township. These plans have a project number of 25004650, are dated September 5, 2025, have a most recent revision date of November 10, 2025, and were received by this office on November 10, 2025. As a result of our review, we would like to offer the following comments:

1. The Stage 1 Construction (mass grading) plans are technically correct and do not require revisions at this time. Please note that approval is granted for only the mass grading and temporary sedimentation basin construction. Final construction plans with permanent stormwater management systems must be submitted to our office for review and approval.
2. The three drain use permits are attached. Please schedule inspection with our office at least 3 days in advance of construction.
    a. WO 12864 – DRA2025-00183 – temporary bridge on Bridgewater #2 Drain
    b. WO 12865 – DRA2025-00184 - temporary bridge on the Saline River Drain
    c. WO 12866 – DRA2025-00185 – tap-in to open channel drain on Bridgewater #2 Drain.
3. Please note the following:
    a. Test pit TP-04 is located within the bottom footprint of temporary sediment basin 1G and showed groundwater at elevation 818.2. The proposed bottom of basin is 817.0 and the proposed top of storage is 819.5. Groundwater is expected to elevation 818.2 or higher. Adequate storage is available above elevation 818.2, so this basin is acceptable as designed. Please monitor groundwater levels in all basins to ensure that adequate storage is being provided year-round.
    b. The current test pit locations are acceptable for temporary sediment basins. Test pits are required within the bottom of each permanent basin. Additional testing will be required for the permanent basins.

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c. Piezometers should be monitored year-round, including weekly readings from March – May.

d. Include a table of groundwater elevations for all test pits and soil borings for the future construction plans for permanent basins. While it was noted in the response letter that this was complete, it is not shown on sheet C25.

e. The certificate of outlet provided is sufficient for the temporary basins. A detailed certificate of outlet with drain channel cross section analysis will be required for permanent basins.

f. The following items will be conditions of a future permanent bridge permit:

   i. Provide streambank stabilization measures for all permitted drain activities (bridge crossings, etc.). Provide appropriately sized riprap adjacent to bridge structures and abutments. Restore disturbed areas and eroded banks with topsoil, native seed, mulch blanket and live stakes. If there is sediment accumulated in the channel, dredge and dispose of this material. All restoration in county drain easements must use fully biodegradable mulch blanket. Photodegradable blankets are not acceptable.

4. Please see the attached invoice for the current fees and remit these fees upon receipt. Please also note that invoice INV 16961 in the amount of $303.75 is outstanding.

If you have any questions, please do not hesitate to contact me via email at byrnem@washtenaw.org.

Sincerely,

Matt Byrne

Matt Byrne, P.E.
Stormwater Engineer

(permit / Saline Data Center_rev4)

Cc: Kelly Marion, Saline Township Clerk

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Gretchen D. Driskell

Water Resources Commissioner
County of Washtenaw
State of Michigan

No. : DRA2025-00183
Date : 11/13/2025
WO : 12864
Parent WO : 12529

Drain Use Permit

Site Name : Saline Twp Data Center **Contact :** Cory Schraier, Related Digital

Address : 8700 BRAUN RD, Saline, 48176

Permission to: Install temp bridge and encroach the Bridgewater #2 Drain

at a point / between 430 ft S of the confluence of the Bridgewater #2, #1 and Saline River Drains

and to make such excavation as may be necessary for the purpose.

PERMIT RESTRICTIONS

Permission to perform the work applied for above is hereby granted under the following conditions:

1. Notification to the Water Resource Commissioner's Office is required at least two business days prior to tapping the drain/encroaching easement, and must include the proposed work date and time.
2. This permit is not valid unless all other required permits (WCRC, EGLE, municipality, etc.) are obtained.
3. Permits to discharge to a county drain are not valid unless attached affidavit is signed.
4. Notify the Water Resource Commissioner's Office in writing within 10 days of project completion.
5. Construction to be in accordance with plans prepared by: Cory Schraier, Related Digital
6. Special Conditions: Schedule inspection with our office at least 3 days in advance of construction

Permit issued on 11/13/2025 based upon approved plans and restrictions listed above.
This permit shall expire on 11/13/2026 .

Matt Byrne, PE	Matt Byrne	Stormwater Engineer
(name)	(signature)	(title)

CONSTRUCTION APPROVAL

Work Inspected By : _____ **Date :** _____

Modification and compliance with all permit requirements for work performed on the:

Bridgewater #2

is hereby approved by: _____
(name) (signature) (title)

Plan Location: _____

Document received by the Washtenaw County Trial Court 01/28/2026.

Gretchen D. Driskell

Water Resources Commissioner
County of Washtenaw
State of Michigan

No. : DRA2025-00184
Date : 11/13/2025
WO : 12865
Parent WO : 12529

Drain Use Permit

Site Name : Saline Twp Data Center **Contact :** Cory Schraier, Related Digital

Address : 8700 BRAUN RD, Saline, 48176

Permission to: Install temp bridge and encroach . the Saline River Drain

at a point / between 450 ft N of the confluence of the Bridgewater #2, #1 and Saline River Drains

and to make such excavation as may be necessary for the purpose.

PERMIT RESTRICTIONS

Permission to perform the work applied for above is hereby granted under the following conditions:

1. Notification to the Water Resource Commissioner's Office is required at least two business days prior to tapping the drain/encroaching easement, and must include the proposed work date and time.
2. This permit is not valid unless all other required permits (WCRC, EGLE, municipality, etc.) are obtained.
3. Permits to discharge to a county drain are not valid unless attached affidavit is signed.
4. Notify the Water Resource Commissioner's Office in writing within 10 days of project completion.
5. Construction to be in accordance with plans prepared by: Cory Schraier, Related Digital
6. Special Conditions: Schedule inspection with our office at least 3 days in advance of construction

Permit issued on 11/13/2025 based upon approved plans and restrictions listed above.
This permit shall expire on 11/13/2026 .

Matt Byrne, PE	Matt Byrne	Stormwater Engineer
(name)	(signature)	(title)

CONSTRUCTION APPROVAL

Work Inspected By : _____ **Date :** _____

Modification and compliance with all permit requirements for work performed on the:

Bridgewater #2

is hereby approved by: _____
(name) (signature) (title)

Plan Location: _____

Document received by the Washtenaw County Trial Court 01/28/2026.

Gretchen D. Driskell

Water Resources Commissioner
County of Washtenaw
State of Michigan

No. : DRA2025-00185
Date : 11/13/2025
WO : 12866
Parent WO : 12529

Drain Use Permit

Site Name : Saline Twp Data Center **Contact :** Cory Schraier, Related Digital

Address : 8700 BRAUN RD, Saline, 48176

Permission to: Tap-in to open channel drain and encroach the Bridgewater #2 Drain

at a point / between 200 ft S of the confluence of the Bridgewater #2, #1 and Saline River Drains

and to make such excavation as may be necessary for the purpose.

PERMIT RESTRICTIONS

Permission to perform the work applied for above is hereby granted under the following conditions:

1. Notification to the Water Resource Commissioner's Office is required at least two business days prior to tapping the drain/encroaching easement, and must include the proposed work date and time.
2. This permit is not valid unless all other required permits (WCRC, EGLE, municipality, etc.) are obtained.
3. Permits to discharge to a county drain are not valid unless attached affidavit is signed.
4. Notify the Water Resource Commissioner's Office in writing within 10 days of project completion.
5. Construction to be in accordance with plans prepared by: Cory Schraier, Related Digital
6. Special Conditions: Schedule inspection with our office at least 3 days in advance of construction

Permit issued on 11/13/2025 based upon approved plans and restrictions listed above.
This permit shall expire on 11/13/2026 .

Matt Byrne, PE	Matt Byrne	Stormwater Engineer
(name)	(signature)	(title)

CONSTRUCTION APPROVAL

Work Inspected By : _____ **Date :** _____

Modification and compliance with all permit requirements for work performed on the:

Saline River

is hereby approved by: _____
(name) (signature) (title)

Plan Location: _____

Document received by the Washtenaw County Trial Court 01/28/2026.

Washtenaw County Water Resources Commissioner's Office

705 N. Zeeb Rd., Second Floor, Ann Arbor, MI 48103
Drains@washtenaw.org | 734-222-6860 | Washtenaw.org/Drains

	For Office Use Only	
Parent WO# _____	Permit #	Security Submitted: _____
Child WO# _____	_____	Fees Paid: _____

Drain Use Permit Application

Property Tax ID/Parcel # Multiple (see plans) City Saline Township

Property Address Multiple (see plans) Site Name Saline Data Center

Type of Construction / Activity

- [ ] Minor Residential: fence, driveway culvert, etc.
- [ ] Open-cut Crossing
- [ ] Tap-in to open drain
- [ ] Encroach Easement
- [x] Bridge Crossing
- [ ] Tap-in to enclosed drain
- [ ] Culvert Installation
- [ ] Bored/HDD crossing
- [ ] Other: _____

Name of Washtenaw County Drain impacted: Bridgewater Drain #1 / Saline River

At a point/between: Mccollum Road & Feldkamp Road

Contact Information

Check all that apply

Name RD Michigan Property Owner I LLC
Address 30 Hudson
City New York State NY Zip 10001
Phone (212) 801-1000
Email cschraier@related.com

- [ ] Landowner
- [x] Billing Party
- [x] Applicant
- [ ] General Contractor
- [x] Designated Agent
- [ ] Design Firm

Name Atwell, LLC
Address 12745 23 Mile Rd
City Shelby Township State MI Zip 48315
Phone (616) 460-6653
Email mmcpherson@atwell.com

- [ ] Landowner
- [ ] Billing Party
- [ ] Applicant
- [ ] General Contractor
- [ ] Designated Agent I
- [x] Design Firm

Authorization

I, the [ ] Landowner [x] Designated Agent*, agree to do the above work, or have same done under supervision of the County Water Resource Commissioner's Office, pay all costs of inspection, labor, and material that may be required to perform said work, protect and guard the opening during construction, and restore the surface to its original condition, saving the Water Resource Commissioner and County of Washtenaw harmless in the event of accident or injury to others. If I do not pay such costs as invoiced, these costs will be assessed against the property.

Signature _____

*Designated agent must have a written statement from landowner authorizing them to secure a permit in the landowner's name.

Updated 4-2-2025

Document received by the Washtenaw County Trial Court 01/28/2026.

Washtenaw County
Water Resources Commissioner's Office
705 N. Zeeb Rd., Second Floor, Ann Arbor, MI 48103
Drains@washtenaw.org | 734-222-6860 |
Washtenaw.org/soilerosion

Permit NO.: SESC2025-0405
Permit Type: Commercial
Issue Date:11/10/2025
SESC **Expiration: 11/10/2027**

Location Address	Parcel Number	Description	Township / District
11600 W MICHIGAN AVE Saline, MI 48176	R -18-19-100-002	SALINE DATA CENTER	Saline Township

Owner	Applicant	General Contractor	Person on Site
RD MICHIGAN PROPERTY OWNER 30 HUDSON NEW YORK, NY 10001 M: (212) 801-1000	RD MICHIGAN PROPERTY OWN 30 HUDSON NEW YORK, NY 10001 M: (212) 801-1000	WALBRIDGE 777 WOODWARD AVE STE 300 DETROIT, MI 482263529 M: (313) 236-3781	ROBERT BRADFORD 777 WOODWARD AVE STE 300 DETROIT, MI 482263529 M: (313) 236-3781

To perform the following work:

Total Site Size: **575.19 Acres**
Size of Grade Change: **311.00 Acres**
Nearest Water: **County Drain, Stream/Rive**
Amount of Impervious Area: **100.00 Sq Ft**
Dewatering: **Yes**
Chemicals on site: **No**
Watershed: **Raisin River Watershed**

Name of surface water: **SALINE RIVER**
Earth Change Type: **Berm, Culvert, Detention/Retention Po**
Average Slope **%: 4**
Work in Floodplain: **No**
Work Affect County Drain: **Yes**
Creekshed: **Saline River**
Soil Types Noted: **Adrian, Blount, Fox Cobbly Sandy Loan, Matherton Sandy Loan**

Distance to water: **0**
Sweeping Schedule:
Master Deed:
Earth Change Features:
Material Brought In: **Yes 100,00**
Material Removed: **No**

Permit Conditions

- ❑ Keep sediment from leaving site.
- ❑ Keep soil off of the street.
- ❑ Permanently stabilize all disturbed/exposed areas on site as indicated on the Erosion Control Plan (Seed and mulch at a minimum)
- ❑ Keep drainage ditches vegetated and free of sediment during construction.
- ❑ Keep all construction traffic, worker vehicles and dumpsters within the bounds of the paved/established road and out of the roadside drainage ditch.
- ❑ Install a stone aggregate drive for the construction entrance per plan. Preferably with geo-textile fabric beneath the stone. Maintain wheel washer system on site. Any sediment tracked off site should be swept immediately and construction traffic halted until site measures are remediated.
- ❑ Install silt fence as indicated on the plan. Silt fence must be installed per manufacturer specs, trenched in six inches and maintained throughout the duration of the project. Double rows of silt fence and wire backed silt fence are required on site.
- ❑ Install anti-seep collars on the outlet pipe from the detention pond(s)
- ❑ Use stone check dams in drainage ditches and grassed waterways. The dams must be installed according to the BMP installatio detail, highest on the outside of the ditch and lowest in the center of the ditch. The difference in height between the high and low points should be 9 inches to 1 foot. Place check dams close enough together that erosion in the ditch is minimized. Additional check dams may be required during construction.
- ❑ Install erosion control blankets as per plans and manufacturer specs. Blankets need to be trenched in at top of slope so that water cannot flow under them. Blankets also need to be stapled to the ground as per specifications.
- ❑ Install culvert at driveway.
- ❑ Use dust control measures when necessary. Wind erosion may require the use of a water truck on site, tackifier installation or halting of vehicle traffic.
- ❑ This permit is for Phase 1A - all earth changes must stay within the boundaries of this permit and the approved plans. For any additional work revision or a separate permit will be required. Failure to update the permit/office will result in enforcement.
- ❑ Report all dewatering activities to this office. Discharged water from any dewatering activity must be free of sediment. As such effluent water must be discharged into a rip-rap/stone (or other acceptable velocity and sediment control medium) discharge area and/or into an entrapment basin depending on the sediment load in the water. A filtration sack must be affixed to the end of the discharge pipe, implemented and maintained per manufacture specs.
- ❑ Place rip-rap at all outlet structures, discharge points and spillways. Place Geo-textile fabric beneath the rip-rap.
- ❑ Stabilize detention/retention pond(s) with vegetation within 5 days of final grade. If established during the non-growing season erosion control blankets are required for temporary stabilization.

Document received by the Washtenaw County Trial Court 01/28/2026

Washtenaw County
Environmental Health Division
705 N. Zeeb Rd. PO Box 8645 Ann Arbor,
Michigan 48107-8645
Phone (734)222-3800 Fax (734)222-3930

Permit

Permit NO. **WELL2026-0007**
Permit Type: **Well**
Work Classification: **Non-Potable**
Parent Permit: No Parent
Issue Date: 01/16/2026
Expiration: 01/16/2028

Location Address	Parcel Number	Township / District
+/- 11600 W MICHIGAN AVE, Saline, MI 48176	**R -18-18-400-003**	Saline Township

Contacts

RD MICHIGAN PROPERTY OWNER I LLC — **Owner** 30 HUDSON YARDS 72ND FLOOR, NEW YORK, NY 10001 (212)801-1000 PROJECTMITTEN@RELATED.COM	WSP USA, INC. — **Applicant** 46850 MAGELLAN DR SUITE 190, NOVI, MI 48277 (517)404-0586 ROBIN.DEWYRE@WSP.COM
WSP USA, INC. — **Well Contractor** 46850 MAGELLAN DR SUITE 190, NOVI, MI 48277 (517)404-0586 ROBIN.DEWYRE@WSP.COM	

Description: ONE (1) 2-INCH DIAMETER MONITORING WELL, APPROXIMATELY 150-FT DEEP, FOR WATER LEVEL MONITORING.

Inspection Requests:
(734) 222-3800

Please note that it is the responsibility of the contractor or owner to contact the Miss Dig notification system at 811 or 800-482-7171 and comply with all requirements of the Miss Dig Underground Facility Damage Prevention and Safety Act before starting any excavation work!

Time of Sale Related: No
Type of Sewage Disposal: Municipal

This well permit is being issued for non-potable wells only in the approved locations shown on the attached plot plan and in accordance with the applicable County regulations and Michigan Water Well Construction and Pump Installation Code, Part 127, Act 368. If, at any time, the well is to be utilized for drinking water purposes prior approval from this Division is required.

Permit Conditions

☐ Non-Potable -- Permanent Monitoring Well

_____ A copy of this permit must be available on-site during drilling operations.

_____ Submit a copy of a well log or drilling record, with GPS coordinates, to the Department within 60 days of drilling.

_____ Keep and retain all records related to sample data, physical measurements, and/or other data obtained as a result of drilling this well. The Department has the right to receive this information upon request.

_____ If, at any time, the well is not used for it's intended use within one (1) years time, the well must be properly abandoned.

_____ This permit is valid for twelve (12) months.

Jennifer Conn
Sanitarian

January 16, 2026
Date

This permit may be transferred to a new property owner if a written request by both parties is submitted to this Division prior to the expiration date. NOTE - this permit is NOT transferrable to another property.

Document received by the Washtenaw County Trial Court 01/28/2026.

LOCATION OF WELL
APPROVED (NO. WELL2026-003)
WASHTENAW COUNTY
HEALTH DEPARTMENT
DATE: 1-16-2026
BY: [signature]

LEGEND

- Property Boundary
- Pipeline (crude oil)
- River/Stream
- Proposed Observation Well Location

Notes:
1. Map Source: Google Earth, Imagery Date 04/29/2025.
2. Site features are approximate

N

Approximate Scale:
1-Inch = 1,151-Feet
0' 1,151'

Proposed Observation Well Locations

Project Mitten
Saline Township, Michigan

wsp

46850 Magellan Drive, Suite 109
Novi, Michigan 48377
Phone: (248) 926-4008
Fax: (248) 926-4069

FIGURE 1

Document received by the Washtenaw County Trial Court 01/28/2026.

Washtenaw County
Environmental Health Division
705 N. Zeeb Rd. PO Box 8645 Ann Arbor, Michigan 48107-8645
Phone (734)222-3800 Fax (734)222-3930

Permit

Permit NO. **WELL2026-0008**
Permit Type: **Well**
Work Classification: **Non-Potable**
Parent Permit: No Parent

Issue Date: 01/16/2026
Expiration: 01/16/2028

Location Address	Parcel Number	Township / District
11411 W MICHIGAN AVE, Saline, MI 48176	**R -18-19-100-005**	Saline Township

Contacts

RD MICHIGAN PROPERTY OWNER I LLC **Owner** 30 HUDSON YARDS 72ND FLOOR, NEW YORK, NY 10001 (212)801-1000 PROJECTMITTEN@RELATED.COM	WSP USA, INC. **Applicant** 46850 MAGELLAN DR SUITE 190, NOVI, MI 48277 (517)404-0586 ROBIN.DEWYRE@WSP.COM
WSP USA, INC. **Well Contractor** 46850 MAGELLAN DR SUITE 190, NOVI, MI 48277 (517)404-0586 ROBIN.DEWYRE@WSP.COM	

Description: TWO (2) 2-INCH DIAMETER MONITORING WELLS, APPROXIMATELY 150-FT DEEP, FOR WATER LEVEL MONITORING.

Inspection Requests:
(734) 222-3800

Please note that it is the responsibility of the contractor or owner to contact the Miss Dig notification system at 811 or 800-482-7171 and comply with all requirements of the Miss Dig Underground Facility Damage Prevention and Safety Act before starting any excavation work!

Time of Sale Related: No
Type of Sewage Disposal: Municipal

This well permit is being issued for non-potable wells only in the approved locations shown on the attached plot plan and in accordance with the applicable County regulations and Michigan Water Well Construction and Pump Installation Code, Part 127, Act 368. If, at any time, the well is to be utilized for drinking water purposes prior approval from this Division is required.

Permit Conditions

☐ Non-Potable – Permanent Monitoring Well

_____ A copy of this permit must be available on-site during drilling operations.

_____ Submit copies of well logs or drilling records, with GPS coordinates, to the Department within 60 days of drilling.

_____ Keep and retain all records related to sample data, physical measurements, and/or other data obtained as a result of drilling these wells. The Department has the right to receive this information upon request.

_____ If, at any time, the wells are not used for their intended use within one (1) years time, the wells must be properly abandoned.

_____ This permit is valid for twelve (12) months.

Jennifer Conn
Sanitarian

January 16, 2026
Date

This permit may be transferred to a new property owner if a written request by both parties is submitted to this Division prior to the expiration date. NOTE - this permit is NOT transferrable to another property.

Document received by the Washtenaw County Trial Court 01/28/2026.

LOCATION OF WELLS
APPROVED (NO. WEL2026-0008)
WASHTENAW COUNTY
HEALTH DEPARTMENT
DATE: 1-16-2026
BY:

LEGEND

- Property Boundary
- Pipeline (crude oil)
- River Stream
- Proposed Observation Well Location

Notes:
1. Map Source: Google Earth, Imagery Date 04/29/2025.
2. Site features are approximate.

N

Approximate Scale:
1-Inch = 1,151-Feet
0' 1,151'

Proposed Observation Well Locations

Project Mitten
Saline Township, Michigan

wsp

46850 Magellan Drive, Suite 109
Novi, Michigan 48377
Phone: (248) 926-4008
Fax: (248) 926-4009

FIGURE 1

Document received by the Washtenaw County Trial Court 01/28/2026.

Washtenaw County
Environmental Health Division
705 N. Zeeb Rd. PO Box 8645 Ann Arbor, Michigan 48107-8645
Phone (734)222-3800 Fax (734)222-3930

Permit

Permit NO. **WELL2026-0009**
Permit Type: **Well**
Work Classification: **Non-Potable**
Parent Permit: No Parent
Issue Date: 01/16/2026
Expiration: 01/16/2028

Location Address	Parcel Number	Township / District
11792 W MICHIGAN AVE, Saline, MI 48176	**R -18-19-300-015**	Saline Township

Contacts

RD MICHIGAN PROPERTY OWNER I LLC — **Owner** 30 HUDSON YARDS 72ND FLOOR, NEW YORK, NY 10001 (212)801-1000 PROJECTMITTEN@RELATED.COM	WSP USA, INC. — **Applicant** 46850 MAGELLAN DR SUITE 190, NOVI, MI 48277 (517)404-0586 ROBIN.DEWYRE@WSP.COM
WSP USA, INC. — **Well Contractor** 46850 MAGELLAN DR SUITE 190, NOVI, MI 48277 (517)404-0586 ROBIN.DEWYRE@WSP.COM	

Description: ONE (1) 2-INCH DIAMETER MONITORING WELL, APPROXIMATELY 150-FT DEEP, FOR WATER LEVEL MONITORING.

Inspection Requests:
(734) 222-3800

Please note that it is the responsibility of the contractor or owner to contact the Miss Dig notification system at 811 or 800-482-7171 and comply with all requirements of the Miss Dig Underground Facility Damage Prevention and Safety Act before starting any excavation work!

Time of Sale Related: No
Type of Sewage Disposal: Municipal

This well permit is being issued for non-potable wells only In the approved locations shown on the attached plot plan and in accordance with the applicable County regulations and Michigan Water Well Construction and Pump Installation Code, Part 127, Act 368. If, at any time, the well is to be utilized for drinking water purposes prior approval from this Division is required.

Permit Conditions

☐ Non-Potable – Permanent Monitoring Well

_____ A copy of this permit must be available on-site during drilling operations.
_____ Submit a copy of a well log or drilling record, with GPS coordinates, to the Department within 60 days of drilling.
_____ Keep and retain all records related to sample data, physical measurements, and/or other data obtained as a result of drilling this well. The Department has the right to receive this information upon request.
_____ If, at any time, the well is not used for it's intended use within one (1) years time, the well must be properly abandoned.
_____ This permit is valid for twelve (12) months.

Jennifer Conn
Sanitarian

January 16, 2026
Date

This permit may be transferred to a new property owner if a written request by both parties is submitted to this Division prior to the expiration date. NOTE - this permit is NOT transferrable to another property.

Document received by the Washtenaw County Trial Court 01/28/2026.

LOCATION OF WELL
APPROVED (NO. WELL2026-0009)
WASHTENAW COUNTY
HEALTH DEPARTMENT
DATE: 1-16-2026
BY: [signature]

LEGEND

- Property Boundary
- Pipeline (crude oil)
- River Stream
- Proposed Observation Well Location

Notes:
1. Map Source: Google Earth, Imagery Date 04/29/2025
2. Site features are approximate

N

Approximate Scale:
1-Inch = 1,151-Feet
0' 1,151'

Proposed Observation Well Locations

Project Mitten
Saline Township, Michigan

wsp

46850 Magellan Drive, Suite 109
Novi, Michigan 48377
Phone: (248) 926-4008
Fax: (248) 926-4009

FIGURE 1

Document received by the Washtenaw County Trial Court 01/28/2026.

Washtenaw County
Environmental Health Division
705 N. Zeeb Rd. PO Box 8645 Ann Arbor, Michigan 48107-8645
Phone (734)222-3800 Fax (734)222-3930

Permit

Permit NO. **WELL2026-0010**
Permit Type: **Well**
Work Classification: **Non-Potable**
Parent Permit: No Parent

Issue Date: 01/16/2026 | **Expiration: 01/16/2028**

Location Address	Parcel Number	Township / District
+/- 11800 W MICHIGAN AVE, Saline, MI 48176	R -18-19-300-002	Saline Township

Contacts

RD MICHIGAN PROPERTY OWNER I LLC — **Owner** 30 HUDSON YARDS 72ND FLOOR, NEW YORK, NY 10001 (212)801-1000 PROJECTMITTEN@RELATED.COM	WSP USA, INC. — **Applicant** 46850 MAGELLAN DR SUITE 190, NOVI, MI 48277 (517)404-0586 ROBIN.DEWYRE@WSP.COM
WSP USA, INC. — **Well Contractor** 46850 MAGELLAN DR SUITE 190, NOVI, MI 48277 (517)404-0586 ROBIN.DEWYRE@WSP.COM	

Description: TWO (2) 2-INCH DIAMETER MONITORING WELLS, APPROXIMATELY 150-FT DEEP, FOR WATER LEVEL MONITORING.

Inspection Requests:
(734) 222-3800

Please note that it is the responsibility of the contractor or owner to contact the Miss Dig notification system at 811 or 800-482-7171 and comply with all requirements of the Miss Dig Underground Facility Damage Prevention and Safety Act before starting any excavation work!

Time of Sale Related: No
Type of Sewage Disposal: Municipal

This well permit is being issued for non-potable wells only in the approved locations shown on the attached plot plan and in accordance with the applicable County regulations and Michigan Water Well Construction and Pump Installation Code, Part 127, Act 368. If, at any time, the well is to be utilized for drinking water purposes prior approval from this Division is required.

Permit Conditions

☐ Non-Potable – Permanent Monitoring Well

_____ A copy of this permit must be available on-site during drilling operations.
_____ Submit copies of well logs or drilling records, with GPS coordinates, to the Department within 60 days of drilling.
_____ Keep and retain all records related to sample data, physical measurements, and/or other data obtained as a result of drilling these wells. The Department has the right to receive this information upon request.
_____ If, at any time, the wells are not used for their intended use within one (1) years time, the wells must be properly abandoned.
_____ This permit is valid for twelve (12) months.

Jennifer Conn
Sanitarian

January 16, 2026
Date

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Document received by the Washtenaw County Trial Court 01/28/2026.

LOCATION OF WELLS
APPROVED (NO. WELL2026-0010)
WASHTENAW COUNTY
HEALTH DEPARTMENT
DATE: 1-16-2026
BY: JCC

LEGEND

- Property Boundary
- Pipeline (crude oil)
- River/Stream
- Proposed Observation Well Location

Notes:
1. Map Source: Google Earth Imagery Date 04/29/2025
2. Site features are approximate

N

Approximate Scale:
1-Inch = 1,151-Feet
0' 1,151'

Proposed Observation Well Locations

Project Mitten
Saline Township, Michigan

wsp

46850 Magellan Drive, Suite 109
Novi, Michigan 48377
Phone: (248) 926-4008
Fax: (248) 926-4009

FIGURE 1

Document received by the Washtenaw County Trial Court 01/28/2026.

Washtenaw County
Environmental Health Division
705 N. Zeeb Rd. PO Box 8645 Ann Arbor, Michigan 48107-8645
Phone (734)222-3800 Fax (734)222-3930

Permit

Permit NO: **WELL2026-0011**
Permit Type: **Well**
Work Classification: **Non-Potable**
Parent Permit: No Parent
Issue Date: 01/16/2026
Expiration: 01/16/2027

Location Address	Parcel Number	Township / District
+/- 8700 BRAUN RD, Saline, MI 48176	R -18-18-300-002	Saline Township

Contacts

RD MICHIGAN PROPERTY OWNER I LLC — **Owner** 30 HUDSON YARDS 72ND FLOOR, NEW YORK, NY 10001 (212)801-1000 PROJECTMITTEN@RELATED.COM	WSP USA, INC. — **Applicant** 46850 MAGELLAN DR SUITE 190, NOVI, MI 48277 (517)404-0586 ROBIN.DEWYRE@WSP.COM
WSP USA, INC. — **Well Contractor** 46850 MAGELLAN DR SUITE 190, NOVI, MI 48277 (517)404-0586 ROBIN.DEWYRE@WSP.COM	

Description: ONE (1) 2-INCH DIAMETER MONITORING WELL, APPROXIMATELY 150-FT DEEP, FOR WATER LEVEL MONITORING.

Inspection Requests:
(734) 222-3800

Please note that it is the responsibility of the contractor or owner to contact the Miss Dig notification system at 811 or 800-482-7171 and comply with all requirements of the Miss Dig Underground Facility Damage Prevention and Safety Act before starting any excavation work!

Time of Sale Related: No
Type of Sewage Disposal: Municipal

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Permit Conditions

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_____ Keep and retain all records related to sample data, physical measurements, and/or other data obtained as a result of drilling this well. The Department has the right to receive this information upon request.
_____ If, at any time, the well is not used for it's intended use within one (1) years time, the well must be properly abandoned.
_____ This permit is valid for twelve (12) months.

Jennifer Conn
Sanitarian

January 16, 2026
Date

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Document received by the Washtenaw County Trial Court 01/28/2026.

LOCATION OF WELL
APPROVED (NO. WELL2026-0011)
WASHTENAW COUNTY
HEALTH DEPARTMENT
DATE: 1-16-2026
BY: JSC

LEGEND

- Property Boundary
- Pipeline (approx.)
- River/Stream
- Proposed Observation Well Location

Notes:
1. Map Source: Google Earth, Imagery Date 04/29/2025
2. Site features are approximate.

N

Approximate Scale:
1-Inch = 1,151-Feet
0 1,151'

Proposed Observation Well Locations

Project Mitten
Saline Township, Michigan

wsp

46850 Magellan Drive, Suite 109
Novi, Michigan 48377
Phone: (248) 926-4008
Fax: (248) 926-4009

FIGURE 1

Document received by the Washtenaw County Trial Court 01/28/2026.

Washtenaw County
Environmental Health Division
705 N. Zeeb Rd. PO Box 8645 Ann Arbor, Michigan 48107-8645
Phone (734)222-3800 Fax (734)222-3930

Permit

Permit NO. **WELL2026-0012**
Permit Type: **Well**
Work Classification: **Non-Potable**
Parent Permit: **No Parent**
Issue Date: 01/16/2026 **Expiration: 01/16/2027**

Location Address	Parcel Number	Township / District
11600 W MICHIGAN AVE, Saline, MI 48176	**R -18-19-100-002**	Saline Township

Contacts

RD MICHIGAN PROPERTY OWNER I LLC **Owner** 30 HUDSON YARDS 72ND FLOOR, NEW YORK, NY 10001 (212)801-1000 PROJECTMITTEN@RELATED.COM	WSP USA, INC. **Applicant** 46850 MAGELLAN DR SUITE 190, NOVI, MI 48277 (517)404-0586 ROBIN.DEWYRE@WSP.COM
WSP USA, INC. **Well Contractor** 46850 MAGELLAN DR SUITE 190, NOVI, MI 48277 (517)404-0586 ROBIN.DEWYRE@WSP.COM	

Description: ONE (1) 2-INCH DIAMETER MONITORING WELL, APPROXIMATELY 150-FT DEEP, FOR WATER LEVEL MONITORING.

Inspection Requests:
(734) 222-3800

Please note that it is the responsibility of the contractor or owner to contact the Miss Dig notification system at 811 or 800-482-7171 and comply with all requirements of the Miss Dig Underground Facility Damage Prevention and Safety Act before starting any excavation work!

Time of Sale Related: No
Type of Sewage Disposal: Municipal

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Permit Conditions

☐ Non-Potable – Permanent Monitoring Well

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_____ Submit a copy of a well log or drilling record, with GPS coordinates, to the Department within 60 days of drilling.

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_____ If, at any time, the well is not used for it's intended use within one (1) years time, the well must be properly abandoned.

_____ This permit is valid for twelve (12) months.

Jennifer Conn
Sanitarian

January 16, 2026
Date

This permit may be transferred to a new property owner if a written request by both parties is submitted to this Division prior to the expiration date. NOTE - this permit is NOT transferrable to another property.

Document received by the Washtenaw County Trial Court 01/28/2026.

Document received by the Washtenaw County Trial Court 01/28/2026.

Washtenaw County
Building Inspection
705 North Zeeb Road, PO Box 8645
Ann Arbor, Michigan 48107-8645
Phone (734) 222-3900 Fax (734)222-3930
www.washtenaw.org

Permit NO.: BLDC2025-0177

Permit Type: Building (Commercial)

Work Classification: Construction Trailer

Parent Permit:

BLDC

Issue Date:12/19/2025

Location Address	Parcel Number	Township / District
11600 W MICHIGAN AVE, Saline, MI 48176	**R -18-19-100-002**	Saline Township

Owner	Applicant	Contractor
RD MICHIGAN PROPERTY OWNER I LLC 30 HUDSON YARDS 72ND FLOOR NEW YORK, NY 10001 B: (212) 801-1000	WALBRIDGE 777 WOODWARD AVE DETROIT, MI 48226 B: (586) 453-3269	WALBRIDGE 777 WOODWARD AVE DETROIT, MI 48226 License No: COMMERCIAL ONLY Expiration: 01/01/2099 B: (586) 453-3269

Description: (CONSTRUCTION MANAGEMENT 1) 36X60 SINGLE STORY MODULAR CONSTRUCTION TRAILER ON 88 PIERS - ENDWALL TIE DOWNS - 6 OFFICES - 1 LARGE OFFICE AREA - 2 BATHROOMS

To perform the following work:

Type of building use: **Utility or Miscellaneous**
Bedrooms / Baths / Half Baths:
Sewage Disposal: **On-Site**
Water Supply: **Type II or III well**
SESC Permit#: **SESC2025-0405**
Type of construction: **Construction Trailer**
Construction Type: **2B - NonCombust Type 2 Protected**
Occupancy Group / Load - Grp 1:
Occupancy Group / Load - Grp 2:

Estimated Cost of Construction: **$45,962**
Code Version: **2015**
Attached Garage:
#Decks:
#Mech. Fireplaces:
#Masonry Fireplaces:
Type of Basement:
Type of Foundation:
Public Pool:

Food Service:
Hazardous Material:
Dwelling Units: **1**
Number of stories:
Square Feet (First Floor):
(Second Floor):
(Basement):

Fee	Amount	Date
▪ Application Fee	$30.00	12/19/2025
▪ Bldg. Tech Fee	$5.00	12/19/2025
▪ Certificate of Occupancy	$100.00	12/19/2025
▪ Commercial Building Permit Fee	$425.00	12/19/2025
▪ Plan Review Fee Commercial	$75.00	12/19/2025
Total Fees:	$635.00	
Payments:	$635.00	
Amount Due:	$0.00	

**Amount Paid Online

IVR PIN: 178516

Inspection Requests:

IVR# (866) 458-7358

Minimum Inspections Required:

Inspection Type	IVR
Footing Inspection	110
Final Building - Commercial	195

Additional Inspections are $50 per inspection

Work on the site authorized by this permit must commence within 180 days from the date that the permit was issued. The permit will be closed if no inspections are requested or conducted within 180 days from the date of issuance or the date of a previous inspection. In such event, the project will be deemed suspended or abandoned. Extensions may be requested in writing and granted if justifiable cause is demonstrated. A fee of $50 will be charged to re-open a closed permit.

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Washtenaw County
Building Inspection
705 North Zeeb Road, PO Box 8645
Ann Arbor, Michigan 48107-8645
Phone (734) 222-3900 Fax (734)222-3930
www.washtenaw.org

Permit NO.: BLDC2025-0178

Permit Type: Building (Commercial)

Work Classification: Construction Trailer

Parent Permit:

BLDC

Issue Date:12/19/2025

Location Address	Parcel Number	Township / District
11600 W MICHIGAN AVE, Saline, MI 48176	R -18-19-100-002	Saline Township

Owner	Applicant	Contractor
RD MICHIGAN PROPERTY OWNER I LLC 30 HUDSON YARDS 72ND FLOOR NEW YORK, NY 10001 B: (212) 801-1000	WALBRIDGE 777 WOODWARD AVE DETROIT, MI 48226 B: (586) 453-3269	WALBRIDGE 777 WOODWARD AVE DETROIT, MI 48226 License No: COMMERCIAL ONLY Expiration: 01/01/2099 B: (586) 453-3269

Description: (CONSTRUCTION MANAGEMENT 2) 24X60 SINGLE STORY MODULAR CONSTRUCTION TRAILER ON 38 PIERS - ENDWALL TIE DOWNS - 4 OFFICES - 1 LARGE OFFICE AREA

To perform the following work:

Type of building use: **Utility or Miscellaneous**
Bedrooms / Baths / Half Baths:
Sewage Disposal: **On-Site**
Water Supply: **Type II or III well**
SESC Permit#: **SESC2025-0405**
Type of construction: **Construction Trailer**
Construction Type: **2B - NonCombust Type 2 Protected**
Occupancy Group / Load - Grp 1:
Occupancy Group / Load - Grp 2:

Estimated Cost of Construction: **$26,358**
Code Version: **2015**
Attached Garage:
#Decks:
#Mech. Fireplaces:
#Masonry Fireplaces:
Type of Basement:
Type of Foundation:
Public Pool:

Food Service:
Hazardous Material:
Dwelling Units: **1**
Number of stories:
Square Feet (First Floor):
(Second Floor):
(Basement):

Fee	Amount	Date
• Application Fee	$30.00	12/19/2025
• Bldg. Tech Fee	$5.00	12/19/2025
• Certificate of Occupancy	$100.00	12/19/2025
• Commercial Building Permit Fee	$292.00	12/19/2025
• Plan Review Fee Commercial	$75.00	12/19/2025
Total Fees:	$502.00	
Payments:	$502.00	
Amount Due:	$0.00	

**Amount Paid Online

IVR PIN: 178518

Inspection Requests:

IVR# (866) 458-7358

Minimum Inspections Required:

Inspection Type	IVR
Footing Inspection	110
Final Building - Commercial	195

Additional Inspections are $50 per inspection

Work on the site authorized by this permit must commence within 180 days from the date that the permit was issued. The permit will be closed if no inspections are requested or conducted within 180 days from the date of issuance or the date of a previous inspection. In such event, the project will be deemed suspended or abandoned. Extensions may be requested in writing and granted if justifiable cause is demonstrated. A fee of $50 will be charged to re-open a closed permit.

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Ann Arbor, Michigan 48107-8645
Phone (734) 222-3900 Fax (734)222-3930
www.washtenaw.org

Permit NO.: BLDC2025-0179
Permit Type: Building (Commercial)
Work Classification: Construction Trailer
Parent Permit:

BLDC

Issue Date:12/19/2025

Location Address	Parcel Number	Township / District
11600 W MICHIGAN AVE, Saline, MI 48176	**R -18-19-100-002**	Saline Township

Owner	Applicant	Contractor
RD MICHIGAN PROPERTY OWNER I LLC 30 HUDSON YARDS 72ND FLOOR NEW YORK, NY 10001 B: (212) 801-1000	WALBRIDGE 777 WOODWARD AVE DETROIT, MI 48226 B: (586) 453-3269	WALBRIDGE 777 WOODWARD AVE DETROIT, MI 48226 License No: COMMERCIAL ONLY Expiration: 01/01/2099 B: (586) 453-3269

Description: (FIELD OFFICE) 8X40 GROUND LEVEL STEEL OFFICE CONTAINER FOR TEMPORARY OFFICE - NO BATHROOMS

To perform the following work:

Type of building use: **Utility or Miscellaneous**
Bedrooms / Baths / Half Baths:
Sewage Disposal: **On-Site**
Water Supply: **Type II or III well**
SESC Permit#: **SESC2025-0405**
Type of construction: **Construction Trailer**
Construction Type: **2B - NonCombust Type 2 Protected**
Occupancy Group / Load - Grp 1:
Occupancy Group / Load - Grp 2:

Estimated Cost of Construction: **$1,950**
Code Version: **2015**
Attached Garage:
#Decks:
#Mech. Fireplaces:
#Masonry Fireplaces:
Type of Basement:
Type of Foundation:
Public Pool:

Food Service:
Hazardous Material:
Dwelling Units: **1**
Number of stories:
Square Feet (First Floor):
(Second Floor):
(Basement):

Fee	Amount	Date
▪ Application Fee	$30.00	12/19/2025
▪ Bldg. Tech Fee	$5.00	12/19/2025
▪ Certificate of Occupancy	$100.00	12/19/2025
▪ Commercial Building Permit Fee	$117.00	12/19/2025
▪ Plan Review Fee Commercial	$75.00	12/19/2025
Total Fees:	$327.00	
Payments:	$327.00	
Amount Due:	$0.00	

**Amount Paid Online

IVR PIN: 178526

Inspection Requests:

IVR# (866) 458-7358

Minimum Inspections Required:

Inspection Type	IVR
Footing Inspection	110
Final Building - Commercial	195

Additional Inspections are $50 per inspection

Work on the site authorized by this permit must commence within 180 days from the date that the permit was issued. The permit will be closed if no inspections are requested or conducted within 180 days from the date of issuance or the date of a previous inspection. In such event, the project will be deemed suspended or abandoned. Extensions may be requested in writing and granted if justifiable cause is demonstrated. A fee of $50 will be charged to re-open a closed permit.

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Ann Arbor, Michigan 48107-8645
Phone (734) 222-3900 Fax (734)222-3930
www.washtenaw.org

Permit NO.: BLDC2025-0180
Permit Type: Building (Commercial)
Work Classification: Construction Trailer

BLDC

Parent Permit:

Issue Date:12/19/2025

Location Address	Parcel Number	Township / District
11600 W MICHIGAN AVE, Saline, MI 48176	**R -18-19-100-002**	Saline Township

Owner	Applicant	Contractor
RD MICHIGAN PROPERTY OWNER I LLC 30 HUDSON YARDS 72ND FLOOR NEW YORK, NY 10001 B: (212) 801-1000	WALBRIDGE 777 WOODWARD AVE DETROIT, MI 48226 B: (586) 453-3269	WALBRIDGE 777 WOODWARD AVE DETROIT, MI 48226 License No: COMMERCIAL ONLY Expiration: 01/01/2099 B: (586) 453-3269

Description: (SECURITY OFFICE) 8X40 GROUND LEVEL STEEL OFFICE CONTAINER FOR TEMPORARY OFFICE - NO BATHROOMS

To perform the following work:

Type of building use: **Utility or Miscellaneous**
Bedrooms / Baths / Half Baths:
Sewage Disposal: **On-Site**
Water Supply: **Type II or III well**
SESC Permit#: **SESC2025-0405**
Type of construction: **Construction Trailer**
Construction Type: **2B - NonCombust Type 2 Protected, 5B - Combust Ty**
Occupancy Group / Load - Grp 1:
Occupancy Group / Load - Grp 2:

Estimated Cost of Construction: **$1,613**
Code Version: **2015**
Attached Garage:
#Decks:
#Mech. Fireplaces:
#Masonry Fireplaces:
Type of Basement:
Type of Foundation:
Public Pool:

Food Service:
Hazardous Material:
Dwelling Units: **1**
Number of stories:
Square Feet (First Floor):
(Second Floor):
(Basement):

Fee	Amount	Date
▪ Application Fee	$30.00	12/19/2025
▪ Bldg. Tech Fee	$5.00	12/19/2025
▪ Certificate of Occupancy	$100.00	12/19/2025
▪ Commercial Building Permit Fee	$117.00	12/19/2025
▪ Plan Review Fee Commercial	$75.00	12/19/2025
Total Fees:	$327.00	
Payments:	$327.00	
Amount Due:	$0.00	

**Amount Paid Online

IVR PIN: 178527

Inspection Requests:

IVR# (866) 458-7358

Minimum Inspections Required:

Inspection Type	IVR
Footing Inspection	110
Final Building - Commercial	195

Additional Inspections are $50 per inspection

Work on the site authorized by this permit must commence within 180 days from the date that the permit was issued. The permit will be closed if no inspections are requested or conducted within 180 days from the date of issuance or the date of a previous inspection. In such event, the project will be deemed suspended or abandoned. Extensions may be requested in writing and granted if justifiable cause is demonstrated. A fee of $50 will be charged to re-open a closed permit.

Issued By:

December 19, 2025

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EXHIBIT E
TO
AFFIDAVIT OF GREGORY GUSHEE

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STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of **DTE ELECTRIC COMPANY** for approval of special contracts.	))))	Case No. U-21990

At the December 18, 2025 meeting of the Michigan Public Service Commission in Lansing, Michigan.

PRESENT: Hon. Daniel C. Scripps, Chair
Hon. Katherine L. Peretick, Commissioner
Hon. Shaquila Myers, Commissioner

ORDER

On November 3, 2025,[1] DTE Electric Company (DTE Electric)[2] filed an application in this docket, with supporting testimony and exhibits, for *ex parte* approval of special contracts for electric service (application). DTE Electric seeks approval of a primary supply agreement (PSA) and energy storage agreement (ESA) (together, the special contracts) with Green Chile Ventures LLC (Customer or GCV), a subsidiary of Oracle Corporation, for supplying electric service to a 1.383 gigawatt (GW) data center facility (facility) in Saline Township, Michigan, which the Customer plans to "lease, operate, and cause to be constructed" in DTE Electric's service territory.

[1] DTE Electric Company initially filed an application on October 31, 2025, but that application was removed from the docket at the company's request per filing #U-21990-0001.

[2] Some potential intervenors refer to DTE Electric as DTE. All quotes are rendered verbatim unless otherwise indicated.

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Application, pp. 1-2. The special contracts are expected to become effective upon Commission approval in this case. *See*, Exhibits A-1 and A-2.

On November 6, 2025, the Michigan Department of Attorney General (Attorney General) filed a notice of intervention and a motion for a contested case pursuant to MCL 24.271 *et seq*. On November 18, 2025, DTE Electric filed a response in opposition to the Attorney General's motion for a contested case.

On November 19, 2025, the Association of Businesses Advocating Tariff Equity (ABATE); the Michigan Environmental Council, Natural Resources Defense Council, Inc., Sierra Club, and Citizens Utility Board of Michigan (together, MNSC); and the Environmental Law & Policy Center, the Ecology Center, Union of Concerned Scientists, and Vote Solar (together, the Clean Energy Organizations or CEOs) each filed a petition to intervene and a motion for a contested case. On November 21, 2025, the Great Lakes Renewable Energy Association (GLREA) filed a petition to intervene and a motion for a contested case.[3] On November 26, 2025, DTE Electric filed a response in opposition to the motions for a contested case filed by ABATE, MNSC, the CEOs, and GLREA.[4]

---

[3] The potential intervenors have variously styled their requests for a contested case as a request, a petition, or a motion. For purposes of this order, the Commission refers to the requests as "motions" and, at times, refers to the potential intervenors as "movants." Unless otherwise stated (as in footnote 4, below), all pleadings filed by the potential intervenors have been considered by the Commission.

[4] On December 3, 2025, ABATE filed a motion for leave to file a reply to DTE Electric's response in opposition to the motions for a contested case and the Attorney General filed a reply to DTE Electric's response in opposition to the motions for a contested case. On December 12, 2025, MNSC filed a motion for leave to file a reply to DTE Electric's response. On December 15, 2025, the Attorney General filed a motion for leave to file the reply to DTE Electric's response which was already filed by the Attorney General on December 3, 2025, and DTE Electric filed a response to ABATE's motion. Mich Admin Code, R 792.10432 (Rule 432) does not provide for the filing of a reply to a response. Thus, the motions filed by ABATE, MNSC, and the Attorney General for leave to file a reply to a response are denied.

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On December 3, 2025, the Commission held a virtual public hearing on the application via Microsoft Teams at which the Commission received comments from interested persons. The transcript of the public hearing is available in the docket at filing #U-21990-0025. As of the date of this order, there are 5,537 comments filed in the Case Comments section of the docket.[5]

The Application and Attachments

DTE Electric states that electric load at the facility will begin to materialize in January 2027 and will reach maximum load by December 2027. Application, p. 2. DTE Electric states that it will provide electric service to the facility under Rate Schedule D11 (Rate D11) pursuant to the PSA for approximately 19 years, commencing with approval of the PSA by the Commission and concluding on February 28, 2045. DTE Electric further states that the PSA adds contract terms beyond those included in Rate D11 in order to enhance protections for ratepayers, including an increased minimum billing demand (MBD), an extended contract term, a termination payment, and certain credit and collateral requirements. *Id*., pp. 2-3. DTE Electric avers that the testimony of its witnesses shows that:

> the Special Contracts generate an affordability benefit for existing customers through two specific mechanisms: (1) PSA D11 Charges and (2) PSA Power Supply Cost Recovery ("PSCR") Surcharge provisions. Taking service under D11 requires that Customer contribute to fixed system costs. Customer will contribute to existing fixed costs through D11 that would otherwise be recovered from existing customers. Furthermore, Customer is responsible for all applicable surcharges, including the PSCR Surcharge. Through the PSCR mechanism, Customer will contribute to the Company's existing renewable energy assets and transmission infrastructure, any future renewable deployments or transmission cost increases, and incremental fuel and purchased power costs required to serve Customer.

[5] Many of the comments address water usage, which is not within the Commission's jurisdiction.

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Id., p. 3.

DTE Electric states that, pursuant to the ESA, the company will develop an energy storage project portfolio that will cover the Customer's maximum load and the Customer will bear all costs associated with the energy storage portfolio for a 15-year cost recovery period such that no costs associated with the energy storage portfolio will be passed on to other customer classes or ratepayers. *Id*. The company further states that the Customer will receive 100% of the incremental market revenues from the Midcontinent Independent System Operator, Inc. (MISO), net of charging costs, that the energy storage assets generate in the open market.

DTE Electric states that approval of the special contracts will not impact the existing rates of any other customer or increase the cost of service for existing customers and thus the application may be approved on an *ex parte* basis per MCL 460.6a(3) without notice or a hearing. *Id*., p. 4. DTE Electric adds that the new load will have the effect of decreasing the cost of service across all customer classes. *Id*. The company requests expedited treatment of the application.

Neal T. Foley is Director of Electric Marketing for DTE Electric. He provides 37 pages of testimony[6] and sponsors Exhibits A-1 (PSA) and A-2 (ESA). He explains the basic terms of the two special contracts, the identity of the Customer, and the location of the facility, as described in the application, and notes that the maximum load of 1.383 GW will be achieved by December 2027. Foley testimony, pp. 3-5. Mr. Foley states that the PSA requires the Customer to take service on Rate D11 while adding the following six terms: (1) contract duration, (2) pricing and

[6] The Commission notes that the statements of Mr. Foley and Mr. Bilyeu are not sworn and were not provided in the form of affidavits. However, Mich Admin Code, R 792.10405(5) (Rule 405(5)) provides that the signature of DTE Electric's attorney on the application constitutes a certification that "[t]o the best of the signer's knowledge, information, and belief formed after reasonable inquiry, the pleading is well-grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law." The Commission will refer to the statements as testimony in this order. *See also*, Rule 405(1)-(2).

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ability to change rates, (3) MBD, (4) load ramp flexibility, (5) a termination payment, and (6) credit and collateral requirements. *Id*., p. 7. Mr. Foley states these additional terms "ensure a long-term commitment to the Company, mitigate the potential for stranded assets, and protect the Company's other customers from financial risk." *Id.*

The contract duration is approximately 19 years starting with Commission approval, through February 28, 2045, with an option for two ten-year extensions, which, Mr. Foley notes, is longer than the five years required under Rate D11. He states that this contract length ensures that the Customer makes the appropriate contribution to system costs. He adds that the Customer will be subject to the PSCR surcharge and can change rate schedules only with 24 months advance notice, no less than 24 months after load ramp completion, to a rate schedule approved by the Commission, and one that is not cross subsidized by any other customer class. *Id*., pp. 8-9. Mr. Foley states that these terms ensure that the Customer makes its proportionate contribution to fixed system costs and to incremental fuel and purchased power costs, including to the fixed costs of renewable energy assets and transmission costs.

According to Mr. Foley, the PSA provides that the MBD will be 80% of the contract capacity applicable for that billing period, stating that:

> [i]n practice, this means the Customer's Minimum Monthly Charge ("MMC") for a given billing period will be calculated using an 80% MBD as applied to the customer's contracted load ramp capacity during the specific billing period. The MMC will increase during the Customer's load ramp and then will be held constant at the contracted capacity once the max load is achieved, notwithstanding changes to the D11 rate.

Id., p. 10. He notes that the MBD supersedes the three demand charges normally applied under Rate D11 and they will each be calculated using the greater of 80% of the contract capacity for the applicable billing period or the actual billing demand if greater than 80%. Mr. Foley states that the MMC does not change even if the maximum load is not realized and will still be based on the

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capacity stated in the contract, and the MBD will ensure that there is an affordability benefit to other customers no matter what actual demand is from the Customer. He states that the PSA allows the Customer a 12 month delay in reaching the maximum load, thus, until December 2028. *Id*., p. 12.

Mr. Foley testifies that the termination payment under the PSA will ensure that DTE Electric recovers at least 10 years of the MMC and equals:

> the MBD multiplied by the greater of 1) the number of months from the early termination date to the tenth anniversary of the Load Ramp Completion Date or 2) 24 months. If the PSA is terminated after the tenth anniversary of the Load Ramp Completion Date, the customer is subject to a termination payment equal to 24 months of Minimum Monthly Charges.

Id., p. 12. He describes this as a long-term commitment to overall system costs. He adds that the PSA's credit and collateral requirements include a parent guaranty bolstered by a letter of credit "as necessary based on the parent's credit rating," designed to protect the company and its customers in the event of default by the Customer. *Id*., p. 13.

Mr. Foley explains that DTE Electric has decided to deploy energy storage to address resource adequacy for the PSA through the ESA, which provides for development of a portfolio of energy storage projects up to 1.383 GW. Under this arrangement, the Customer pays the full cost of the portfolio and receives the full benefit of any incremental capacity, energy, and ancillary service MISO market revenues generated by these assets. *Id*., p. 13. Mr. Foley states that the ESA includes six key terms: (1) contract duration, (2) energy storage portfolio build, (3) pricing and annual reconciliation, (4) market credits, (5) termination and termination payment, and (6) credit and collateral requirements. He states that the ESA provides that DTE Electric will recover the cost of each individual energy storage project over a 15-year period following the commercial operation date (COD) of the project from the Customer. Mr. Foley states that this coincides with

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the company's 15-year depreciable life for owned storage assets and its intention to use 15-year tolling agreements (TAs) for third-party contracts. Thus, he adds, this mitigates the risk of stranded assets. *Id*., p. 15. He states that DTE Electric may develop the maximum load through self-builds, build transfer agreements (BTAs), and third-party TAs, and each project deployed under the ESA will be submitted to the Commission for review and approval prior to construction. Mr. Foley states that the company will calculate the 15-year revenue requirement for each project in the same way that it would be calculated in a rate case, and the TAs will include the amount of any authorized financial incentive. Mr. Foley adds that DTE Electric will perform a cost reconciliation for each project at the end of each calendar year to compare charges to actual costs and incorporate over- or under-recoveries for the subsequent year, to ensure that the Customer pays the actual costs. *Id*., p. 17. He adds that both the costs and the charges will be included in future general rate cases, and all parties will have the opportunity to perform a review. He concludes that the "ESA prevents cross subsidization of the energy storage portfolio and mitigates the risk of stranded assets." *Id*., p. 18.

Turning to market credits, Mr. Foley explains that:

> [s]ome of the energy storage projects that the Company will deploy under the ESA may be co-located with existing renewable assets. A co-located energy storage asset shares an interconnection with an existing renewable generation asset. In these cases, the capacity accreditation of the existing renewable generation may be reduced based on the allocation of the interconnection limit between the assets. To account for this, the Company will deduct from the credits provided to the Customer an amount that will make-whole the existing renewable generation asset had the energy storage asset not been constructed on the same site.

Id. Thus, he states, the described incremental credits are what will be credited to the Customer by the company (which are also net of charging costs). He testifies that the storage projects will be managed and operated in the same manner as other company resources. Mr. Foley explains that the Customer may not voluntarily terminate the ESA, but that, if termination occurs due to a

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default, then the Customer must pay a termination payment equal to the remaining amount that would have been collected under the full 15-year agreement—that is, the full revenue requirement for each project. *Id*., p. 20. Like the PSA, the credit and collateral requirements under the ESA are met through a parent guaranty and a letter of credit "if necessary based on the parent's credit rating[.]" *Id*., p. 21.

Turning to the issue of resource adequacy to meet the needs of the Customer, Mr. Foley explains that MISO calculates the company's planning reserve margin requirements (PRMR). Though the Customer's load will increase the company's PRMR, Mr. Foley states that DTE Electric projects that it will have sufficient resources to meet the incremental demand through deployment of the ESA resources. He adds that:

> [e]nergy storage was selected as the resource type because it is a dispatchable resource that provides high-capacity accreditation under MISO's Direct Loss of Load ("DLOL") methodology. For example, in summer 2030, storage has an expected DLOL accreditation percentage of 96.12% compared to only 10.52% and 4.80% for wind and solar, respectively. Energy storage is also cost-competitive and can be developed and placed in service on a timeline that supports the Customer Committed Capacity Ramp.

Id., p. 22 (citation omitted). Mr. Foley notes that the July 26, 2023 order in Case No. U-21193 (DTE Electric's integrated resource plan (IRP) settlement) (July 26 order) approved 780 megawatts (MW) of energy storage, and he states that this 1.4 GW ESA is in addition to that amount. He adds that projects will be selected for development under the ESA via the May 9, 2025 request for proposals (RFP) that the company issued pursuant to the July 26 order, and that the entire portfolio will consist of company-owned and third-party-owned projects with an allocation that follows the allocation approved in the July 26 order of approximately 65% company-owned and 35% third-party-owned assets. *Id*., p. 24. Mr. Foley notes that DTE Electric's next IRP filing is due in December of 2026 and that filing will address the impacts of the

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Customer's load on the company's long-term generation planning.

Mr. Foley testifies that the special contracts will generate an affordability benefit to DTE Electric's other customers "by spreading the Company's fixed costs of generation and distribution over a larger customer base" in two ways. *Id*., p. 25. First, the Customer will be on Rate D11 and thus will contribute to the existing fixed costs of the company's system that would otherwise be recovered from other customers; and, second, the Customer will pay the PSCR surcharge for both current and incremental charges. Mr. Foley explains that:

> [t]he Company's renewable asset and transmission costs are recovered through the PSCR mechanism. The associated surcharge is recovered on a volumetric (i.e., per kWh [kilowatt-hour]) basis. As such, by being subject to the PSCR and being a particularly large energy user, the Customer will make a contribution to the Company's existing renewable and transmission costs. These fixed costs would have otherwise been allocated to [the] Company's other customers. Similarly, being subject to the PSCR also ensures that the Customer will make a contribution to any future renewable deployments or transmission cost increases. Like above, the Customer will be covering a portion of existing costs that would otherwise be allocated to the Company's other customers. Being subject to the PSCR also ensures the Customer contributes to the incremental fuel and purchased power needed to serve their load.

Id., p. 26.

Mr. Foley states that these benefits will flow to other customers via the cost of service (COS) process within future rate cases using the COS allocation methods that are applied in electric rate cases. He estimates that the Customer will eventually be responsible for about 18% of the company's total costs, thereby lowering the residential classes' costs by 8%, the commercial classes' costs by 5%, and the industrial classes' costs by 5%. *Id*., p. 27. Mr. Foley's Figure 2 shows the value of the estimated total affordability benefit in graphic form, and appears to show an affordability benefit of approximately $150 million in 2027, ramping up to $300 million in 2029. *Id*., p. 28. He states that, even while accounting for all revenues and costs associated with serving the Customer (including transmission upgrades), "[b]ecause of the significant addition of load,

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customer rates will be lower than they otherwise would have been had the Company not served the Customer." *Id*. He adds that "while overall Company costs will increase . . . , the cost of service will decrease across all customer classes given the contribution to the Company's costs that the Customer is making." *Id*., p. 29. Mr. Foley states that other benefits will include local capital investment, 2,500 temporary construction jobs, 450 well-paying permanent jobs, and additional tax revenues (even with any sales and use tax exemptions approved by the Michigan Strategic Fund pursuant to Public Acts 207 and 181, respectively, of 2024). *Id*., p. 30.

Mr. Foley describes five categories of incremental costs that will be incurred by serving the Customer: (1) ESA energy storage portfolio costs for 1.4 GW of energy storage assets; (2) fuel and purchased power costs; (3) $200 million in capital investments for transmission upgrades to both connect the facility and deploy the energy storage portfolio; (4) $300 million to build a new industrial substation to serve the Customer; and (5) the cost of incremental renewable generation for maintaining renewable portfolio standard (RPS) compliance. *Id*., pp. 30-31. He states that DTE Electric is "not proposing to change the way in which transmission costs are recovered from its customers." *Id*., p. 31. Noting that the cost of the new industrial substation would be recovered through a contribution in aid of construction (CIAC) allowance, Mr. Foley states that the company is not proposing to change the current CIAC policy. He also notes that "the Customer's landlord has agreed to pay a $40 million non-refundable construction advance." *Id*., p. 32.

Mr. Foley concludes that the special contracts provide adequate protections against stranded costs. He states that the energy storage portfolio costs are entirely the Customer's responsibility, fuel and purchased power costs will be recovered volumetrically, and other types of costs such as those associated with transmission, the new substation, and the incremental renewable generation will be subject to the 80% MBD (which operates regardless of usage). *Id*., p. 34. He notes that the

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latter provision equals approximately $230 million per year for 10 years, or $2.3 billion, even if the Customer's load is zero. He concludes that:

> [i]f the Customer's load does not materialize, the only stranded asset risk will be related to the deployment of capital for transmission upgrades, the new industrial substation, and any renewable generation deployment to maintain compliance with the Company's RPS requirements. The risk of stranded asserts is effectively mitigated given the minimum level of cost recovery from the Customer that is agreed to in the PSA. Further, the credit requirements under the PSA protect against the risk of Customer default and helps ensure the Company recovers this minimum amount from the Customer.

Id., p. 35. Mr. Foley states that the special contracts do not increase the cost of service or rates for any customer, but instead govern how the Customer's future load will be served, and he notes that the special contracts will be "reflected in future general rate cases and PSCR (plan and reconciliation) cases[.]" He adds that the special contracts will appear in rate cases via the load forecast, ESA projects added to rate base, and amounts collected from the Customer through the ESA to offset rate base costs; and will appear in future PSCR cases as MISO revenues. *Id*., p. 36; *see id.*, pp. 36-37.

Mr. Kevin L. Bilyeu is Director of Renewable Energy Planning and Strategy for DTE Electric. He provides 13 pages of testimony and sponsors Exhibit A-3, a Renewable Portfolio Standard Compliance Summary. Mr. Bilyeu describes the RPS targets required under Public Act 235 of 2023 (Act 235) and the renewable energy credit (REC) portfolio that electric providers must achieve by certain years, which is a percentage of total retail sales.[7] He explains that DTE Electric uses weather-normalized megawatt-hours (MWh) of bundled load (less certain amounts) as the basis for this calculation. Bilyeu testimony, p. 5. Mr. Bilyeu states that the Customer's annual usage will be approximately 10.9 terawatt-hours (TWh), thus requiring about 3.2 GW of additional

[7] MCL 460.1028(1) requires electric providers to achieve a REC portfolio of at least 15% of retail sales through 2029, 50% in 2030 through 2034, and 60% in 2035 and each year thereafter.

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solar capacity to meet the RPS requirement for this incremental load through new solar build (using an 88.5% load factor), which could be reduced through the use of wind resources. *Id*., pp. 6-7. He states that this type of planning is best done in an IRP case. Referring to the company's most recent amended renewable energy plan (REP), he states that the new load will increase the company's RPS target by approximately 30.5%, which, using the current REP, creates a shortfall in DTE Electric's REC balance beginning in 2033 and continuing through 2037, ranging from 1.43 million RECs in 2034 to 3.78 million RECs in 2036, based on the fastest ramp up allowed in the PSA. *Id*., p. 8.

To address these issues, Mr. Bilyeu explains that DTE Electric will expand its renewable energy portfolio and draw from its REC bank. Mr. Bilyeu states that the company will need 443 MW of additional renewable energy resources by 2032 to maintain RPS compliance, assuming an allocation between wind and solar consistent with the allocation used in its most recent amended REP. *Id*., p. 9; Exhibit A-3, line 31. Mr. Bilyeu testifies that sufficient resources will be in place by 2032 to meet RPS compliance through a combination of company-owned projects, power purchase agreements, strategic acquisitions of renewable assets, phased capacity buildout additions, and technology mix optimization. Bilyeu testimony, pp. 9-11. He adds that "[a]ll of these efforts are coordinated within the framework of DTE Electric's IRP and REP. The Company's development pipeline includes sufficient projects to meet the incremental demand, and ongoing [interested person] engagement ensures alignment with regulatory expectations and market conditions." *Id*., p. 11. He states that the company intends to file a revised REP as part of its next IRP filing no later than December 2026 and intends to file its next amended REP in 2027. Mr. Bilyeu opines that the 2026 IRP and 2027 REP provide DTE Electric with sufficient time to adjust its renewable energy strategy to comply with RPS targets with the addition of the new load.

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Id., p. 12. Mr. Bilyeu concludes that "[t]he incremental renewable energy capacity required to meet the increased RPS could technically reach up to 3.2 GW, but may be as low as 443 MW by 2032 if the Company fully leverages its estimated REC bank[.]" *Id*., p. 13.

The Motions for Contested Case and Responses to the Motions

The Attorney General requests a contested case and the allowance of at least 180 days from the date of the application before a final order is issued, or, at a minimum, the allowance of "60 days for intervenors to review and conduct expedited discovery not including the time required for a briefing schedule." Attorney General's motion, p. 1. The Attorney General argues that the Customer's load size is unprecedented in Michigan and would increase total forecasted bundled sales to retail customers by more than 25%. The Attorney General points to the testimony filed by the Commission Staff (Staff) in Case No. U-21859 (Consumers Energy Company's (Consumers') recent case seeking a tariff to cover large load customers such as data centers), where the Staff described risks associated with this type of load, including the risk that the market for artificial intelligence (AI) never matures as anticipated, leaving stranded assets (assets that are no longer used and useful before the end of their useful life) in its wake. Attorney General's motion, pp. 5-6 (citing Case No. U-21859, 4 Tr 294-300).

The Attorney General notes DTE Electric's claim that the Customer will be responsible for 18% of total costs and thus will decrease the cost responsibility for other customer classes and she argues that the company has not provided adequate calculations, analyses, or exhibits that explain this forecast. She further argues that DTE Electric has failed to provide sufficient information to show that the minimum cost recovery amount is adequate. The Attorney General asserts that DTE Electric has failed to provide sufficient evidence to be able to adequately analyze: (1) the $200 million in capital investments needed to upgrade the transmission system; (2) how transmission

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costs will be recovered through the PSCR; (3) the $300 million needed to construct a new substation; (4) costs associated with other distribution assets; (5) how additional renewable resources will be developed to address the additional load; (6) how the company arrived at only 443 MW of additional renewable resources after noting that this amount could be as high as 3.2 GW; and (7) how the proposed termination fee will prove to be adequate to protect other ratepayers. Attorney General's motion, pp. 7-9. On these grounds, the Attorney General contends that the application fails to qualify for *ex parte* treatment as the company has failed to show that the special contracts will not result in an increase in the cost of service. *Id*., p. 9; *see also*, *id.*, Attachment A (Affidavit of Sebastian Coppola). The Attorney General notes that the Commission rejected Consumers' request for *ex parte* treatment in the March 13, 2025 order in Case No. U-21859 (March 13 order) after finding that data centers present "unique and significant cost implications" that require the development of an evidentiary record. March 13 order, p. 3. In conclusion, the Attorney General maintains that the application in the instant case requires a contested proceeding "because the requests therein may not be just and reasonable, may not be in compliance with all applicable legal authority, and may disrupt the State's ability to achieve its renewable and clean energy standards established by the legislature under Public Act 235." Attorney General's motion, p. 10.

In its motion, ABATE also points to the language of the March 13 order as well as the language of the Commission's final order in that case, the November 6, 2025 order in Case No. U-21859 (November 6 order) wherein, ABATE argues, the Commission found that large load customers pose potential risks associated with system reliability, costs, and regulatory compliance. ABATE's motion, p. 5. ABATE contends that DTE Electric's estimates of the benefits of the special contracts are calculated on the assumption that the Customer's load fully materializes, but

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the application provides no information on what happens if the load fails to fully materialize. ABATE asserts that the application lacks sufficient supporting information to back up its cost and revenue claims and the special contracts themselves contain significant redactions that prevent proper analysis. Like the Attorney General, ABATE provides a list of concerns and concludes that a contested case is necessary in order to evaluate:

> • The net rate impact to existing customers if the GCV load entirely fails to materialize.
>
> • The assumptions that were utilized by DTE in developing its estimate of a $300 million annual net benefit to existing customers if the GCV load fully materializes.
>
> • The additional exposure of DTE's existing bundled service customers to price volatility in DTE's PSCR factor.
>
> • The risk of DTE's existing bundled customers being subject to additional costs related to the GCV load through DTE's forthcoming IRP.
>
> • The redacted and missing sections of the proposed [P]SA and proposed ESA.
>
> • The potential risk of existing DTE customers being assigned additional costs if GCV defaults and the collateral held by DTE is not sufficient to cover PSA exit fees and ESA termination fees owed by GCV.
>
> • The exposure of existing DTE Rate D11 customers being subject to paying intra-class cost subsidies in DTE's next base rate proceeding and whether GCV should be placed into its own rate class from the outset of service.

ABATE's motion, p. 8. ABATE concludes that the application does not qualify for *ex parte* treatment and notes that per Mich Admin Code, R 792.10415(1) (Rule 415(1)) the Commission is authorized to hold a contested case "when the Commission so directs." ABATE's motion, p. 9 (quoting Rule 415(1)).

In its motion, GLREA also notes the unprecedented size of the facility and argues that the PSA duration of 19 years does not match the lifetime of the generation assets that must be built to meet this incremental load. GLREA notes that DTE Electric uses, for example, a 35-year

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depreciation schedule for solar generation assets, potentially leaving 16 years that are not covered by the special contracts. GLREA contends that the assertion that the Customer will cover the full cost of the incremental capacity is not supported because, likewise, the ESA is for only 15 years. GLREA's motion, p. 6. GLREA notes that the 1.4 GW of additional load will increase DTE Electric's MISO-required PRMR which will be in excess of the 1.4 GW of energy storage that the Customer is funding. GLREA adds that the company failed to provide the calculations underlying the assertion that other customers will see a benefit from the special contracts. GLREA contends that, while DTE Electric asserts that only 443 MW of renewable energy resources will be needed by 2032, DTE Electric used 1,800 MW of incremental solar generation in its affordability modeling. *Id*., p. 7 (citations omitted). GLREA questions whether the company will be able to "build renewable generating facilities quickly enough to remain in compliance with the RPS" when the company estimates that 3.2 GW of incremental renewable capacity will be required over the course of the special contracts. *Id*.

GLREA contends that the application does not qualify for *ex parte* treatment because DTE Electric has failed to demonstrate that the special contracts will not result in an increase in the cost of service to existing customers. GLREA argues that the data and calculations underlying the company's affordability analysis are missing, and asserts that DTE Electric's assessment of the creditworthiness of Oracle may already be out of date based on recent news. *Id*., p. 10. GLREA maintains that reliance on future rate cases, IRP cases, and other cases will provide an inadequate remedy as DTE Electric will have incurred significant costs by that time. Finally, GLREA notes that significant portions of the special contracts are redacted, which can be corrected through the use of a protective order in a contested case. *Id*., p. 13.

In their motion, the CEOs seek a contested case pursuant to the Commission's broad

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discretion under Rule 415(1) based on the serious cost allocation, rate design, and clean energy compliance issues presented by the application. CEOs' motion, p. 2. The CEOs note that the Customer's size is unprecedented in Michigan, and that DTE Electric states that the Customer will account for 18% of the company's total annual revenue requirement and could increase the company's RPS target by 30.5%. *Id*., p. 5. The CEOs agree with DTE Electric that it is possible to bring this Customer "online in a way that benefits the Company's other ratepayers by reduction of their costs[,]" but they argue that the company has failed to include sufficient information, analyses, calculations, or exhibits to demonstrate that the special contracts qualify for *ex parte* treatment. *Id*., p. 6. Like other movants, the CEOs list several concerns including the transmission upgrades, the new substation, other distribution upgrades, and the lack of data underlying the company's claims about the affordability benefit; as well as the ability of DTE Electric to develop enough resources to handle the resulting impact on its RPS targets, noting that "storage accreditation decreases as more storage is added to the grid; and the Company's assumptions do not seem to reflect this possibility, which is likely as the Company significantly increases its battery capacity by approximately 1.4 gigawatts." *Id*., p. 9. The CEOs argue that the full cost impacts are unclear.

The CEOs contend that the Commission has previously found that "[w]here a case 'involves significant factual and policy questions and complex legal determinations that can only be resolved with the benefit of discovery, comprehensive testimony and evidence, and a well-developed record,' it is entirely appropriate and within the discretion of the Commission to order a contested case." *Id*., pp. 9-10 (quoting the June 30, 2020 order in Case No. U-20763 (June 30 order), p. 69). They further note that the Commission held that "significant public interest and concern" are reasons for converting an action to a contested case, and they point to the holdings in

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the March 13 order. CEOs' motion, p. 10 (quoting the June 30 order, p. 70). Finally, the CEOs argue that this is not a straightforward special contract approval case and the Commission would benefit from a comprehensive record.

In its motion, MNSC contends that the Commission should align the instant case with Case No. U-21859, pointing to the Commission's language in both the March 13 and November 6 orders noting the unique characteristics of data centers and the need for a robust record. MNSC's motion, p. 5. MNSC asserts that the application presents significant cost and energy supply issues, noting that DTE Electric states that the Customer will increase the company's PRMR. MNSC states that DTE Electric will incur "at least the following five categories of incremental costs by serving the Customer: (1) energy storage portfolio costs, (2) fuel and purchased power costs, (3) transmission upgrade costs, (4) new industrial substation costs, and (5) renewable generation costs for [RPS] compliance." *Id*., p. 6 (citation omitted). MNSC argues that the company has failed to demonstrate that it has made a sufficient assessment of these costs and the associated impact on customers. MNSC adds that the fact that the company has not established a standardized tariff means that the decision on the special contracts will set precedent for future negotiations and agreements.

MNSC lists several claims that, it argues, lack sufficient information about the supporting assumptions, data, calculations, workpapers, or modeling files, including:

a. Supporting the claim that the Customer will be responsible for approximately 18% of total costs and bring down the responsibility of other customer classes, and explaining whether the Estimated Cost of Service Responsibility is based on allocators that assume 80% or 100% of contract capacity;
b. Supporting the forecasted "affordability benefit" through 2030 and explaining whether that "benefit" was premised on revenues based on 80% or 100% of contract capacity;
c. Demonstrating that the Customer's revenue contributions would exceed the incremental costs in both the near term and over the anticipated 19-year term of the Special Contract of the investments that would be needed to serve the

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Customer;

d. Explaining how the estimated $200 million of transmission upgrades will impact [PSCR] customers;
e. Assessing the impact of industrial substation construction costs, which DTE estimates to be $300 million;
f. Assessing distribution asset costs other than the industrial substation;
g. Estimating the additional renewable energy resources necessary to ensure compliance with Michigan's Renewable Energy Standards, including the potential need for transmission services related to the additional renewable resources, and the anticipated cost recovery for those resources; and
h. Estimating anticipated power supply investments other than the referenced renewable resources.

Id., pp. 7-8 (citations omitted); *see,* Affidavit of Caroline Palmer (attached to MNSC's motion). MNSC adds that DTE Electric has failed to show that the termination fee will be adequate, noting that the termination payment will recover at least 10 years of minimum monthly charges, but the PSA is for 19 years, leaving nine years "unprotected by the termination payment." *Id*., p. 9. MNSC contrasts this provision with the terms adopted in the November 6 order which included an exit fee based on the number of months remaining in the full contract term. MNSC also argues that DTE Electric provides no information regarding what will happen if the full load fails to materialize. MNSC argues that the claimed effect on the company's targeted energy waste reduction (EWR) should not be deferred until the next EWR plan proceeding.

MNSC notes that, in the November 6 order, the Commission did not adopt a parent guaranty as sufficient for a default collateral requirement but remained open to the possibility of relying on a parent guaranty on a case-by-case basis. *Id*., p. 10, n. 22 (citing the November 6 order, pp. 112-113). MNSC argues that DTE Electric proposes a parent guaranty to secure the special contracts but makes no attempt to show that this is a reasonable and prudent option in light of the risk level associated with the Customer and its parent. MNSC takes note of another contrast to the Consumers case, in that the PSA does not require the Customer to move to a large load tariff rate if one is approved in the future, which was a requirement adopted in the November 6 order, p. 116.

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MNSC's motion, pp. 10-11. MNSC also argues that the heavy redaction of the special contracts does not allow for appropriate analysis of 14 separate items that would be necessary for a thorough review. MNSC contends that the application does not qualify for *ex parte* treatment. *Id*., p. 12.

MNSC notes that in the February 27, 2007 order in Case No. U-15161 the Commission rejected a request for *ex parte* approval where a utility had not ruled out the possibility that some customers would experience cost increases as a result of approval of the application. MNSC's motion, p. 12, n. 42. MNSC states that Rule 415(1) gives the Commission broad discretion to set any matter for a contested case, and notes that in the June 30 order the Commission found that "significant public interest and concern," "significant factual and policy questions," and "complex legal determinations" were reasons to convert such a matter to a contested case. MNSC's motion, p. 13 (quoting the June 30 order, p. 69). MNSC adds that the Commission has indicated that it "may direct a contested proceeding in cases involving a program that draws significant criticism." MNSC's motion, p. 13 (quoting the July 12, 2017 order in Case No. U-18349, p. 15). MNSC contends that DTE Electric's reliance (in its response in opposition to the Attorney General's motion) on *Attorney General v Pub Serv Comm*, 227 Mich App 148, 155; 575 NW2d 302 (1997); *appeal den*, 459 Mich 910; 589 NW2d 282 (1998) (*Attorney General*) is misplaced because that case involved *ex parte* approval of a special contract for 80 MW. MNSC contends that this is not analogous to the cost impacts of 1.4 GW, and notes that, in the underlying 1997 case, the Commission directed the utility to account for that special contract as a separate rate class in future cost of service studies, which has not been proposed in the instant case. MNSC's motion, p. 14 (citing the December 15, 1995 order in Case No. U-11001, pp. 6-7). MNSC further notes that in the August 18, 1994 order in Case No. U-10646 (August 18 order), the Commission rejected a request for *ex parte* review of special contracts for 1 GW of load and ordered a six-month

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contested case schedule due to the size of the load and the fact that, even if approval had no effect on the rates paid by other customers, it represented "an arrangement that may well have substantial effects in subsequent cases, including rate cases, capacity solicitation cases, and retail wheeling cases." MNSC's motion, p. 14 (quoting the August 18 order, pp. 5-6). MNSC states that the Commission found that the revenues were so large, and the time period of 10-year contracts was so long, as to require notice and an opportunity for a hearing. *Id*. MNSC argues that the 19-year PSA for a 1.4 GW customer requires the same.

Finally, MNSC contends that recent settlements in large load tariff cases brought in Indiana, Ohio, Kansas, and Missouri have benefited from the fact that the parties were able to conduct discovery and develop a record prior to settlement. MNSC supports the Attorney General's request for at least 180 days from the date of the application for a contested case. *Id*., p. 16.

In its initial response to the Attorney General's motion, DTE Electric argues that it has provided detailed testimony and exhibits demonstrating that approval of the special contracts will not increase the cost of service for existing customers. DTE Electric's first response, p. 1. The company argues that the Attorney General relies on speculation and fails to cite any legal authority in support of her position. DTE Electric contends that it has shown that the special contracts will not increase the cost of service for other customers, the terms of service are consistent with the dictates of the November 6 order, and any future issues will be addressed in rate cases, IRPs, and other appropriate cases. Thus, the company argues, the requests for intervention are premature and the motions should be denied.

DTE Electric contends that mere speculation is not sufficient to require a contested proceeding and that the Attorney General has offered no legal authority for that argument. DTE Electric argues that, in *Attorney General*, the Court of Appeals rejected the Attorney General's argument

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against *ex parte* treatment and held that the Commission was correct in finding that simply approving and implementing a special contract does not, in itself, cause a cost of service increase to occur. DTE Electric's first response, p. 3 (citing 227 Mich App at 154). DTE Electric notes that the Court also found that in a future case involving a potential cost of service increase, such as a rate case, the interested parties would have the opportunity to participate in a contested hearing. DTE Electric's first response, p. 4 (citing 227 Mich App at 155). DTE Electric avers that this is controlling authority and adds that the company has shown that the Customer will bear all cost responsibility for the energy storage portfolio during the 15-year cost recovery period. DTE Electric reiterates that the special contracts will provide an affordability benefit to existing customers through the PSA Rate D11 charges and through the PSCR surcharges. DTE Electric states that it has provided detailed testimony on cost recovery and resource planning, specific preliminary cost estimates for the transmission and distribution upgrades, detailed testimony on how the RPS targets will be met, and copies of the special contracts (which include the most critical provisions without redaction). The company contends that this is sufficient for evaluation and approval and shows that the facility is in the best interests of customers. *Id*., p. 5.

DTE Electric argues that the November 6 order does not result in a requirement for a contested case, and, in fact, the Commission indicated in the order that "it anticipates *ex parte* review of special contracts for individual customers where the rate is already established, similar to what DTE Electric requests here." *Id*., p. 6. DTE Electric asserts that the application is consistent with the findings in the November 6 order and addresses all of the key terms adopted therein by the Commission as illustrated by the 19-year PSA term, the 80% MBD, a termination fee in the ESA designed to collect the unrecovered balance of the constructed storage assets, a termination fee for the PSA that collects at least 10 years of the MBD, collateral (though

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confidential) that is based on the Customer's and the Customer's parent's creditworthiness, and a lack of cost impacts to other customers. DTE Electric states that it "estimates that all other factors held constant, the Customer would reduce the cost of service for all existing customers." *Id*., p. 7 (citation omitted). DTE Electric indicates that it will provide additional detail on its renewable energy resource procurement plans and other long-term planning in the appropriate future proceedings such as IRP and REP proceedings. *Id*., p. 8. Finally, DTE Electric notes that it has an obligation to serve customers who locate in the company's service territory per MCL 462.4(a) and MCL 460.54.

In its second response to the remaining motions, DTE Electric likewise describes the arguments of ABATE, MNSC, GLREA, and the CEOs as reliant on speculation. The company notes that its application seeks approval of the terms of service for just one customer that is eligible for service under Rate D11, and seeks to add additional terms of service beyond those already included in Rate D11 that will protect against the possibility of stranded costs. DTE Electric's second response, p. 2. DTE Electric contends that none of this results in an increase to the cost of service. The company points out that the ESA is a standalone contract and argues that a request "for approval of an agreement that requires resource-specific costs to be borne by a singular customer also plainly does not create an increase in the cost of service." *Id*., p. 3. DTE Electric notes that the special contracts require contract approval by December 5, 2025, and that, beyond this date, the Customer may terminate the agreements or extend this condition precedent until December 19, 2025. The company states that it is scheduled to begin construction by the end of 2025 and a contested case will jeopardize the ability of the company and the Customer to meet contract deadlines. DTE Electric contends that the motions should be denied and the requests for intervention are premature and should, in any case, be denied as moot. *Id*.

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DTE Electric asserts that the plain language of MCL 460.6a(3) provides a path for approval of the application and that the holdings of *Attorney General* affirm that path by finding that the simple approval of a special contract does not cause a change in the cost of service. *Id*., p. 5 (citing 227 Mich App at 154). DTE Electric again notes that future cases which have the potential to change rates will include participation by all interested parties. The company argues that interpreting the statute "to require guarantees against potential future outcomes would effectively require an impossibility, violating another fundamental doctrine of statutory construction that the law should not be interpreted to require the impossible. Under no circumstances can the Company predict every possible outcome for every customer with certainty." DTE Electric's second response, pp. 5-6 (citing *West v Northern Tree Co*, 365 Mich 402,406; 112 NW2d 423 (1961) ("[t]he law should not be read to require the impossible")). DTE Electric maintains that the application meets the statutory requirements for *ex parte* approval because it does not seek to increase rates or to alter, change, or amend any rate or rate schedule, the effect of which would be to increase the cost of service to the company's customers. The company argues that it is asking the Commission to approve terms of service that enhance Rate D11 and to approve a unique standalone contract to pay for the incremental capacity resources. DTE Electric posits that neither action increases the cost of service. Addressing GLREA's argument regarding the mismatch between the length of the ESA/PSA and the 16-year depreciable life of solar resources, DTE Electric adds that the ESA is for storage resources (not solar resources) and storage resources have a depreciable life of 15 years. DTE Electric's second response, p. 6, n. 4.

In response to MNSC's argument that a 1.4 GW customer is not analogous to the situation addressed in *Attorney General*, DTE Electric contends that size does not matter because approval of a special contract either results in a cost of service increase or it does not, and adds that

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"[a]llegations of potential future events, regardless of size, are irrelevant." *Id*., p. 7 (citing *Attorney General v Pub Serv Comm*, 206 Mich App 290,295-298; 520 NW2d 636 (1994)). DTE Electric also rejects MNSC's reference to Case No. U-10646 where the Commission directed the holding of a contested case, arguing that, in that case, the utility was seeking the approval of specific discounted rates for the three largest automotive customers and the case took place during the time period when the electric industry was being restructured to allow for competition. The company notes that the application does not propose any discounted rates. DTE Electric further argues that the fact that other jurisdictions have allowed for the conduct of discovery prior to settlement does not result in a requirement for a contested case in the instant proceeding. DTE Electric's second response, p. 8. The company notes that it does not seek a new or modified tariff.

DTE Electric contends that the special contracts align with the holdings of the November 6 order and that the Commission, in that order, stated that it anticipated *ex parte* reviews of future special contracts for individual customers where the rate is already established. *Id*., p. 9. The company contends that the key terms addressed in the November 6 order were contract term, MBD, exit fee, and collateral, and these same safeguards and protections are included in the special contracts in the instant case. Regarding cost impacts, DTE Electric notes that the Customer bears all energy storage portfolio costs during the 15-year recovery period for each project and again refers to the affordability benefit. DTE Electric notes that the November 6 order, p. 125, called for the filing of any modeling or cost of service studies (COSSs) that support the demonstration of no cost impact to existing customers and indicates that Attachment A to the second response includes the model underlying the estimated base cost of service. *Id*., p. 11. The company argues that Attachment A demonstrates that the special contracts will provide $109 million in base rate benefits to residential customers once the Customer's load is fully

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materialized. *Id*. DTE Electric states that Attachment A does not account for the additional affordability benefits that the company expects from the PSCR mechanism, which, the company argues, could amount to approximately $300 million. *Id*.

Addressing the contract redactions, DTE Electric contends that it has provided sufficient information to demonstrate the protective aspects of the special contracts. DTE Electric notes that Oracle is required to guarantee all payment obligations under the ESA and PSA through a combination of a parent guaranty and, if applicable, a letter of credit. *Id*., p. 12. The company states that the termination payment under the PSA is approximately $2.3 billion if the PSA is terminated at the outset; and the termination payment under the ESA is "an acceleration of the remaining payments that the Customer would have made had the ESA not been terminated. Total subscription charges under the ESA, accounting for both Company and third-party owned energy storage projects, are estimated at roughly $3.9 billion." *Id*. DTE Electric argues that, in the November 6 order, the Commission did not foreclose the option of a parent guaranty but allowed for its consideration on a case-by-case basis. DTE Electric posits that "Oracle is one of the top 20 companies in the world by market capitalization" and contends that the credit requirements in the PSA and ESA "far exceed the 50% standard set forth in the November 6 order as reasonable and prudent." *Id*., p. 13. DTE Electric contends that the redactions are not a valid reason to reject the application because the redacted terms are commercially sensitive and would be redacted in a contested proceeding as well.

DTE Electric asserts that it does not have a unilateral right to migrate a customer to a new or different rate during the term of a contract, but would have the ability to do so once the initial term of the PSA has run. Finally, DTE Electric states that it will provide additional detail on its plans for the development of renewable energy resources, EWR, and long-term resources in the

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appropriate future proceedings and again notes its statutory obligation to serve. The company contends that the movants' requests for additional detail on long-term planning or the impacts of hypothetical scenarios do not provide a valid basis for denying *ex parte* relief and rejecting the benefits of the special contracts. *Id*., p. 15.

Discussion

MCL 460.6a(1) provides that "A gas utility, electric utility, or steam utility shall not increase its rates and charges or alter, change, or amend any rate or rate schedules, the effect of which will be to increase the cost of services to its customers, without first receiving commission approval as provided in this section." MCL 460.6a(3) provides that "An alteration or amendment in rates or rate schedules applied for by a public utility that will not result in an increase in the cost of service to its customers may be authorized and approved without notice or hearing." *Ex parte* applications such as the one in the instant case are filed pursuant to MCL 460.6a(3).

The Michigan Court of Appeals has interpreted the language of MCL 460.6a(3) (which previously appeared in MCL 460.6a(1)). In *Attorney General*, the Attorney General appealed the *ex parte* approval of a special contract between Consumers and The Upjohn Company (Upjohn) for ten years of retail electric service at a reduced rate, where Consumers explicitly reserved the right to seek a rate increase in the future based on the loss of revenue associated with the discounted rate. 227 Mich App 148. The Commission found that the special contract did not increase any customer's rates or costs of service and thus could be approved on an *ex parte* basis, and further noted that, if Consumers ever sought a future rate increase as a result of the shortfall, then the company would have to meet the stringent evidentiary standards applied by the Commission. 227 Mich App at 151.

The Attorney General appealed, contending that "the only way the PSC [Public Service

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Commission] could approve the contract without public notice and an opportunity for hearing would be if the PSC ruled that all discounts and costs resulting from the Upjohn contract must always be borne by Consumers and its shareholders only, and never by any of Consumers' other customers." *Id*. at 152. The Attorney General argued that it was not necessary for the order approving the special contract to actually authorize an increase in rates in order for it to be inappropriate for *ex parte* treatment but, instead, that the focus in an *ex parte* proceeding "should be on whether the underlying amendment or alteration of rates approved by the PSC creates any potential for a rate or cost increase in the future." *Id*. at 153. The Attorney General contended that *ex parte* treatment is appropriate "only when the PSC can affirmatively state that the alteration of rates will not result in any increase in costs to customers at any time, now or in the future[.]" *Id*.

The Court of Appeals held that:

> [t]he PSC's interpretation recognizes that merely approving and implementing the rate amendments in question is not sufficient, in and of itself, to cause any rate or cost of service increase to occur. That is, even though the PSC may not have prohibited the utility from seeking a rate increase at some point in the future, and even though the PSC may have expressly laid the groundwork for such a future rate increase request, the fact remains that mere approval and implementation of the contract, without more, will not result in any rate or cost increases.

Id. at 154. The Court of Appeals further found that the Commission's interpretation of the statutory language was consistent with the legislative intent to ensure notice and a hearing before the implementation of an increase in rates or costs of service, holding that "[m]erely establishing that another interpretation is plausible is not sufficient to meet the burden of establishing by clear and convincing evidence that the PSC's interpretation of the statute is unlawful or unreasonable." *Id*. at 155. The Court noted that "all interested parties will have ample opportunity for notice and a hearing in the event Consumers ever seeks an actual rate increase in order to recover the lost revenue resulting from the Upjohn contract." *Id*.; *see also*, *Attorney General v Pub Serv Comm*,

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206 Mich App 290, 295-296; 520 NW2d 636 (1994) (affirming the Commission's *ex parte* approval of a settlement agreement that could result in a rate refund because a potential refund does not increase the rates charged to customers); and *Attorney General v Pub Serv Comm*, unpublished opinion per curiam of the Court of Appeals, issued June 11, 1999 (Docket No. 207993), p. 4 (reversing the Commission's *ex parte* approval of a request to amortize storm damage costs based on finding that the Commission's order "effectuated an immediate change in rates which had the effect of increasing the cost of service to [Detroit Edison Company's] customers" because the amortization request would result in an offset to part of a previously approved refund).

These cases demonstrate that the Court of Appeals has found that special contracts that do not result in an immediate change in rates or in the cost of service to customers qualify for *ex parte* approval, even where it is clear that the existence of the special contracts could—or even likely will—result in an associated revenue request by the utility in a future rate case. The Court in *Attorney General* rejected the notion that a special contract may only receive *ex parte* treatment if the Commission can attest that there is no potential for a rate or cost of service increase in the short-term or at any time in the future. 227 Mich App at 153-155. Instead, the Court found the Commission's interpretation of MCL 460.6a(3) to be reasonable in light of the fact that, should the potential for a change in rates or costs arise in a rate case, the Commission has plenary power to address the issue in the context of a contested proceeding in which all interested parties will be able to participate. MCL 460.6; MCL 460.6a. It is axiomatic that the Commission avoids single-issue rate cases, because changes in rates must be done on a holistic basis in order to understand the context of the changes and to best examine issues of rate design and cost allocation among customers, where customers as well as all other parties have the ability to participate. Thus, a

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request for approval of a special contract cannot be treated like a single-issue rate case, and such an approval may occur only when there will be no impact on existing rates or costs of service to any customer.

The Commission acknowledges the unprecedented size of the Customer in this case and the unique considerations in addressing load of this magnitude associated with a single customer. The fact that the Customer is seeking to exclusively pay for its own capacity source also presents unique aspects. But the Commission recognizes, as do the movants, that this type of application itself is not unusual. Special contracts with individual customers that meet the statutory standards are routinely addressed through *ex parte* proceedings. This is different from Consumers' request in Case No. U-21859 for a general tariff that would apply to all data centers or large load customers. The special contracts apply only to the Customer. A generally applicable tariff will apply to all customers that are covered by the tariff's eligibility criteria and, thus, could justify the use of the Commission's discretion to order a contested case pursuant to the Commission's broad authority under Rule 415(1) even if the tariff would not result in an increase in rates or the cost of service.

The Commission also notes the speculative nature of the movants' claims, many of which rely on positing concerns about what might occur in future IRP, PSCR, and REP proceedings, that could result in increases to rates or costs of service. As the Commission observed in the November 6 order:

> issues related to renewable and clean energy standards should be addressed in the proceedings that are already structured to address these issues, including REP, CEP, IRP, and VGP program cases, as well as rate cases. As the Staff notes, capacity demonstration cases and EWR cases will be involved as well. The Commission recognizes that MCL 460.1051 and MCL 460.1028 require a ramping-up of clean and renewable energy supplies and they are volumetrically-based. These are requirements that will be addressed in the proceedings where such requirements are reviewed under the statutorily authorized process. As the Staff correctly noted, the

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> existing separate proceedings authorized by statute have a wider scope and allow for better consideration of alternatives. Thus, the Commission declines the suggestion to include mandated renewable and clean energy requirements in the large load provisions of Rate GPD [the large load tariff at issue in the case]. This does not foreclose the possibility of changes to the tariff at a later date based on the results of future CEP, REP, IRP, VGP, and rate cases[.]

November 6 order, pp. 118-119. Notably, REPs, IRPs (including consideration of CEPs), and rate cases are all required to be contested proceedings. *See*, MCL 460.6a(1); MCL 460.6t(7); MCL 460.1022(3)-(4). Likewise, PSCR issues, such as the appropriate factor, will be addressed in the applicable PSCR plan or reconciliation proceeding—a contested proceeding authorized by statute specifically for the consideration of a record addressing the issue in the context of actual data rather than theoretical scenarios. MCL 460.6j(5), (12). The same principles apply in this special contract review case. The Commission is not persuaded that hypothetical outcomes from future statutorily mandated proceedings require the rejection of an application for *ex parte* treatment for these special contracts.

Applying the case precedent and these legal principles, the Commission finds that the application meets the standard for *ex parte* treatment authorized by MCL 460.6a(3) because conditional approval of the special contracts will not result in an increase to the rates, rate schedules, or costs of service for any customers. Thus, the Commission finds that the motions for a contested case should be denied. And while the Commission finds that the standard for *ex parte* treatment is met on that basis alone, it also notes that, in this case, the standard argued by the Attorney General in *Attorney General* is also met. Although the argument was ultimately rejected by the Court of Appeals, the then-Attorney General argued "the only way the PSC could approve the contract without public notice and an opportunity for hearing would be if the PSC ruled that all discounts and costs resulting from the [special] contract must always be borne by Consumers and its shareholders only, and never by any of Consumers' other customers." 227 Mich App at 152.

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As described below, the Commission is conditioning its approval on the requirement that, at the very least, all current and future costs caused by the Customer shall be covered by the Customer or by DTE Electric and not existing customers. As such, approval of the special contracts in this case not only meets the findings of the Court of Appeals in *Attorney General,* but also meets the higher standard proposed by the then-Attorney General (though not adopted by the Court of Appeals) in that case.

The Commission further finds that, per the requirements of MCL 460.6a(3), the application should be conditionally approved. The Commission finds that DTE Electric has demonstrated that approval of the special contracts will not increase rates, rate schedules, or the cost of service to customers. The terms and conditions of the PSA and ESA reflect distinct protections for the utility with respect to stranded costs, mitigate cost subsidization for existing customers, and provide an opportunity for a benefit to existing customers in the form of increased affordability due to the increased share of fixed costs that will be borne by the Customer, with the conditions described below. The Commission notes that the Staff was able to perform an investigation in order to substantiate the validity of the request for *ex parte* treatment. Complete, unredacted copies of the PSA and ESA were made available by DTE Electric to the Commission and the Staff, and the Staff performed an audit of the application and testimony regarding the proposed project. MCL 460.6; MCL 460.6a; MCL 460.54.[8]

The approval of special contracts "requires an evaluation of the public interest." March 23, 1995 order in Case No. U-10646, p. 18, n. 8. The Commission finds that the public interest is served by approval of the special contracts by contribution to the fixed costs that would otherwise

[8] Much of the information was produced by DTE Electric subject to the terms of a nondisclosure agreement.

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be recovered from other ratepayers through both rate base and PSCR surcharges, creating the affordability benefit, as well as through the construction of 1.383 GW of incremental energy storage resources, fully funded by the Customer, that add additional benefits to the broader electrical grid. The Commission finds that the terms of the PSA that enhance the conditions of Rate D11, including the long-term 19-year commitment, the MBD, the termination fee, and the credit and collateral requirements, mitigate some risk associated with potential cost subsidization and include distinct protections for the utility with respect to stranded costs particularly as any such subsidization or exposure that *could* occur can be addressed in such cases where the company requests that rates be changed to reflect the same. The Commission makes clear that approval of the special contracts, in and of itself, does not approve or require future approval of subsidization by existing customers, or cost recovery of stranded costs from existing customers. While the PSA termination payment is based on ten years, the Commission finds that the minimum termination amounts of approximately $2.3 billion under the PSA and $3.9 billion under the ESA were negotiated by DTE Electric to protect itself from the financial impacts of default by the Customer. If the load fails to materialize, the MBD will still apply. In addition, should the Customer seek to exit the contracts, the termination amounts will apply. As some movants point out, at any stage in this process costs may (and likely will) have already been incurred by DTE Electric. The PSA and ESA minimum termination amounts, along with the Commission's conditions, ensure that all of those costs will be fully borne by the Customer. Additionally, addressing the Attorney General's concern that the termination fee may not be adequate to protect other customers, the Commission finds that the credit and collateral requirements in the unredacted PSA and ESA, along with the Commission's conditions, ensure that any risk that the Attorney General's concern materializes is either covered by the substantial collateral collected or is borne by DTE Electric and not by other

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customers. *See*, Attorney General's motion, pp. 7-9.

In the following discussion, the Commission addresses in more detail the issues of RPS compliance, storage, EWR, and cost of service/rate design.

In its analysis of DTE Electric's RPS-related testimony, the Staff agreed with the company that, absent the five-year REC banking provision in the statute, DTE Electric would need 3,247 MW of new solar generation in order to meet the Act 235 RPS target of 60% in 2035, in light of the anticipated load increase. But the Staff also confirmed that, using its banked RECs, the company needs only 445 MW[9] of new renewable resources (with an assumed mix of wind and solar) by 2033, and also confirmed that the company demonstrated that this amount will come online in 2032. *See*, Exhibit A-3. Thus, the Staff confirmed that this 445 MW will allow DTE Electric to meet the 20-year RPS target through 2045 based on the REP approved in Case No. U-21662. The Staff also agreed that the company demonstrated that, by spreading the existing PSCR transfer price burden over more load, the special contracts should provide additional benefits to existing customers. The Commission recognizes that DTE Electric has yet to file its first clean energy plan (CEP), and that the CEP is thus the least understood aspect of the impact of the application. *See*, MCL 460.1051(2). But the Commission observes that, as discussed above, the Court of Appeals has affirmed that the approval of special contracts does not constitute ratemaking, where the special contracts do not have the effect of changing the rates, rate schedules, or costs of service for any existing customers. The Commission finds that ratemaking associated with a future CEP will occur in a future rate case.

[9] The Commission notes that in the application DTE Electric referred to needing 443 MW, but in its modeling it referred to needing 445 MW. The Staff was provided access to the modeling for its own analysis.

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Mich Admin Code, R 460.2031 provides as follows:

> (1) When a utility enters into a special contract to provide service in a manner or at a rate not specifically covered by its filed rate schedules or rules and regulations, the utility shall file an application for approval of the special contract with the commission.
> (2) If the commission specifies any modifications to the proposed special contract with its approval order, then within 30 days, the utility shall file a copy of the executed special contract, modified as required by the commission's order.

The Commission's approval of the application is accompanied by certain conditions. DTE Electric shall file an amended REP with its next IRP and (initial) CEP, and that application for an amended REP shall include a comparison of the resource requirements needed to comply with the RPS targets both with and without the Customer's load and corresponding retail sales.[10] The amended REP application shall also include options for recovery of any incremental costs of compliance that may result in a surcharge such that the surcharge is not collected on a per meter basis. The options should include equitable ways to recover the incremental costs of compliance which ensure that costs and benefits are distributed among rate classes appropriately. Additionally, in its next IRP application and initial CEP application, DTE Electric shall include a comparison of the resource requirements necessary to serve the company's load with and without the addition of the Customer's load. This analysis should be completed by identifying the resources included in the proposed course of action (PCA) and testing their performance in the Michigan Integrated Resource Planning Parameters Scenario #2 base model or in the alternative company base model, and shall include the corresponding plan production cost, rate impact by customer class, and an affordability analysis as directed by the IRP Filing Requirements adopted in Case No. U-21867. The same analysis should then be performed by evaluating the PCA to

[10] The Commission notes that in some pleadings DTE Electric indicates that it will file its next IRP/REP/CEP in December of 2026; but, during the pendency of this proceeding, DTE Electric changed its targeted IRP/REP/CEP filing date to October of 2026.

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serve the company's existing customers absent the Customer's load. When removing the Customer's load, the incremental renewable generation that is needed for RPS compliance with the Customer's load identified in the company's REP and the storage that is expected to be developed pursuant to the ESA should also be removed. This comparison should illustrate the Customer's overall impact on resource planning and illustrate any net impact to other customers' rates.[11]

Turning to storage, the Staff confirmed that the ESA project will involve the use of 4-hour lithium-ion battery storage to add 1.383 GW of storage. The Commission notes that if the PSA is terminated, the ESA does not automatically terminate and thus the storage assets could continue to be used, paid for, and credited to an entity that would no longer be a utility customer, but could continue to pay for a capacity resource used by all DTE Electric customers. The Staff confirmed that the company intends to select cost competitive resources arising from its 2025 RFP after first selecting the resources that are necessary to meet DTE Electric's IRP storage commitments consistent with its most recently approved IRP (the 780 MW). The Commission notes that DTE Electric will be able to use this storage resource for its annual capacity demonstration under MCL

[11] Though MNSC's motion has been denied, the Commission notes that the required comparison helps to address some of the points raised in MNSC's Motion for Leave to File Reply to DTE [Electric]'s Response (motion for leave). Specifically, MNSC states that a contested case proceeding could "certainly be a place for some creative thinking about how to ensure that the costs of increased compliance obligations and resource adequacy needs are borne by the data center customer rather than other ratepayers" and could provide "a forum to explore establishing a true-up process in which the costs and revenues for the data center are reported and reviewed, and if other customers are found to be paying higher rates because of the data center, the data center's payment levels could be adjusted to ensure that it is covering such additional costs." MNSC's motion for leave, p. 8. The Commission notes that the required analysis, combined with the condition described later in the order, provides both a comparison of the actual impact of the Customer on other customers' rates and conditions approval on a commitment from DTE Electric that the costs of serving the Customer are covered by the Customer or DTE Electric and not by other ratepayers.

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460.6w. DTE Electric provided the Staff with an analysis of the impacts of MISO's DLOL resource adequacy construct as it relates to the company's capacity position during the Staff's audit. The Commission reiterates that, with respect to both the PSA and the ESA, no cost allocation or cost recovery methods are approved as a result of this *ex parte* order. DTE Electric shall provide an updated analysis in its next capacity demonstration filing showing the impact of the Customer on the company's capacity requirements under DLOL using MISO's most recent indicative DLOL results. This analysis shall include a comparison of the company's PRMR under the MISO DLOL construct, absent the Customer's load, the incremental storage, and the incremental renewable resources filed in the company's REP compared to the company's PRMR under the MISO DLOL construct with the inclusion of the Customer's load and corresponding incremental resources.

Turning to EWR, the Staff confirmed that DTE Electric commits to addressing the increased EWR targets in its next EWR plan filing, which will be due eight months after the issuance of a final order in the company's next IRP case. The Commission finds the EWR issues associated with the special contracts to be relatively straightforward, and directs DTE Electric, in its next EWR plan filing, to provide a detailed analysis of the incremental EWR costs necessary to meet the 2% EWR savings target inclusive of the Customer, along with a thorough analysis of updated surcharges that are designed to ensure other customers are not impacted by the incremental EWR program costs attributable to the Customer.

Turning to issues of cost of service and cost allocation, the Commission notes that the Commission and the Staff were provided with an unredacted copy of the affordability model used by the company and verified that the model shows an affordability benefit. The Staff was also provided with two COSSs and rate design models, one with the Customer on Rate D11 and one

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with the Customer on a new, separate primary rate (though not a separate class), using the COSS and rate design terms most recently approved in Case No. U-21534. These COSSs were also made publicly available as Attachment A to DTE Electric's second response. The Staff confirmed that the assumptions and inputs used by DTE Electric do result in a general affordability benefit to most existing customers via base rates under both scenarios. The Staff also confirmed, for example, that, when holding all else equal in the prior rate case, a reduction to the revenue deficiency approved in the January 23, 2025 order in Case No. U-21534 would have resulted if the Customer had been included in the test year in that case, resulting from a reduction to power supply costs for customers. However, should it be shown in a future rate case that any particular rate class does not benefit from a reduction to the cost of service, it is the rate case that is the proper forum for ratemaking. Addressing ABATE's concern that the application did not provide enough information on what happens if the load fails to fully materialize because DTE Electric's estimates of the benefits of the special contracts are calculated on the assumption that the Customer's full load is present, the Commission finds that the downside risks are protected via the Commission's conditions for approval. *See*, ABATE's motion, p. 8.

The Commission also observes that the Customer is causing the need for a new substation, and the Customer is arguably the only entity that will benefit from the new substation that will become part of the facility. Ratemaking treatment is the Commission's exclusive prerogative and occurs within contested cases. This is the fundamental finding of *Attorney General* and the other cases discussed above: the approval of a special contract, where the contract has no effect on rates, rate schedules, or costs of service, does not involve ratemaking, but ratemaking may still take place in the appropriate forum wherein all parties may contest the ratemaking proposals of the utility and the other parties. In other words, approval of the special contracts does not guarantee any

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particular ratemaking treatment associated with the special contracts or service to the Customer.

The Commission finds that, based on its independent review of the unredacted contracts and the Staff's analysis, the weight of the evidence and public interest considerations support approval of the special contracts, both because the special contracts conform to the requirements of MCL 460.6a(3) and because they represent a means of potentially obtaining the company's claimed affordability benefit that is estimated to accrue to ratepayers. However, the Commission recognizes that the application does not mirror every aspect of the November 6 order. Thus, the Commission directs DTE Electric to file, within 90 days, an application for a generally applicable large load customer tariff that aligns with the findings in the November 6 order. The Commission will consider this application in a contested case proceeding. Addressing MNSC's concern that the decision on the special contracts may set precedent for future negotiations and agreements, the Commission notes that the generally applicable large load customer tariff will serve the purpose of setting this standard. In the meantime, the Commission will consider any subsequent applications for approval of special contracts on a case-by-case basis. The Commission encourages DTE Electric to take steps to promote transparency and meaningful review as part of any such applications, and the Commission maintains its broad discretion under Rule 415(1) to convert any such applications to contested case proceedings as appropriate.

In addition, consistent with the directives in the November 6 order, DTE Electric shall also file a cost allocation and rate design proposal in its next general rate case that ensures that any future large load interconnection customers are paying the costs of interconnection. As part of that filing, DTE Electric shall file at least six cost allocation and rate design studies: (1) one under traditional ratemaking as exemplified by DTE Electric's current COSS from its most recent rate case order including the expected full contract capacity of any large load customer(s) on Rate D11; (2) same

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as (1), but with the inclusion of a new large load customer rate class; (3) same as (2), but using 12CP[12] to allocate costs instead of 4CP where 4CP is currently being utilized; (4) one under traditional ratemaking utilizing the most recently approved COSS without the large load customer(s) in service; (5) one utilizing a direct assignment of costs to a new large load customer rate class, including transmission, generation, and distribution costs; and (6) one utilizing a direct assignment of costs to the individual large load customer, again including transmission, generation, and distribution costs. Finally, and consistent with the directives in the November 6 order, DTE Electric shall provide all the data necessary to allow the Staff and intervenors to recreate the proposals, which may be filed under seal if necessary, including a workpaper listing all assumptions used to create the proposals.

As part of its next general rate case, DTE Electric shall also file a proposed administrative fee to be charged to potential additional data centers and other large loads to ensure the costs associated with any interconnection or other studies performed for these potential customers are not absorbed by existing customers. As noted in the November 6 order, "the Commission finds that, in light of the unique size of the loads involved, an administrative fee that is charged upfront directly to the applicant and reconciled to actual costs is advisable." November 6 order, p. 123.

Moreover, the approval in the instant case is conditioned upon the assumption, as represented by DTE Electric in its application, testimony, and subsequent filings, and in the materials provided pursuant to the Staff's audit, that the Customer's obligations under Rate D11 and the special contracts will at least cover the costs to serve the Customer (including generation, transmission, distribution, or other costs). These are conditions that do not require amendment of the special contracts. The Commission directs DTE Electric to file, within 30 days of the date of this order, a

[12] "CP" refers to coincident peak in the cost allocation formula.

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letter in the instant docket accepting these conditions. If the company is unwilling to accept these conditions, it may file an application for a contested case. As ABATE, the CEOs, and MNSC noted, the Commission may require a contested case pursuant to Rule 415(1), as well as under the statute.

In addition, in the event of a failure to pay the MBD under the PSA, or in the event of a termination, default, or other event whereby DTE Electric is required to draw on the letter of credit or parental guaranty, if the company determines that the specified collateral is not sufficient to cover the full amount of the remaining financial exposure associated with the ESA or the PSA (minus the value to customers), the Commission specifically cautions DTE Electric that any unrecovered costs shall not be borne by ratepayers and that DTE Electric bears responsibility for any remaining liability. All risk associated with the sufficiency of the collateral shall be borne by DTE Electric.

Additionally, in order to ensure that the addition of this significant new load will not adversely impact the grid reliability experienced by other customers, DTE Electric is directed, within 90 days of the date of this order, to file an application to update its Emergency Electric Procedures outlined in Section C3 of its Rate Book for Electric Service and any other relevant DTE Electric procedures to indicate that, after the event level step including the issuance of public appeals and after the event level step that implements voluntary load reductions, the company will shed firm load from the Customer prior to shedding firm load of any of DTE Electric's other customers to the extent that firm load shedding is directed by the regional transmission organization and shedding the load of the Customer can prevent shedding load of other DTE Electric customers. Alternatively, DTE Electric may develop and execute agreements necessary to enable a required load reduction from the Customer at the appropriate step within the emergency

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procedures outlined above to effectuate a required load reduction in lieu of firm load shedding and shall reflect the required load reduction within its Emergency Electric Procedures.

DTE Electric is further directed to file a quarterly report in this docket detailing the following: (1) the Customer's load profile for the previous quarter; (2) the amount of storage that is operational as of the end of that quarter; (3) the Customer's total demand for the preceding 12 months, compared to expected contract capacity and MBD; (4) any changes to the Customer's credit rating that trigger a change to the credit and collateral terms; and (5) DTE Electric's assessment of the financial state of the Customer. On an annual basis, in every report filed on December 31, DTE Electric shall also include any other information related to the realization of the projected affordability benefit. Such reports may be filed on a confidential basis as necessary to protect sensitive information. The Commission directs DTE Electric to file the first of these quarterly reports no later than December 31, 2026.

The Commission makes no finding as to whether the terms contained in the special contracts or otherwise applicable to the Customer meet the requirements for certifications to be made to the Michigan Strategic Fund under MCL 205.54ee(6)(c)(iii) or MCL 205.94cc(6)(c)(iii) in order to claim an exemption from sales and use taxes, respectively. However, as noted in the November 6 order, the Commission observes that voluntary green pricing (VGP) programs may provide a vehicle for the Customer to comply with the requirements necessary to qualify for the sales and use tax exemptions, and the Commission would consider the approval of such VGP programs in a future proceeding. *See*, MCL 205.54ee(10)(e)(ix)(C); MCL 205.94cc(10)(e)(ix)(D).

While acknowledging the importance of rate certainty, the Commission also observes that it is authorized to adjust Rate D11 in a future rate case, on the basis of the evidence filed in that future case. MCL 460.6; MCL 460.6a.

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Finally, the Commission retains jurisdiction of this matter and reserves the authority to reopen this case at any time and/or issue an order to show cause if DTE Electric's claimed affordability benefit fails to materialize or vanishes or costs associated with serving the Customer are expected to fall upon existing customers.

THEREFORE, IT IS ORDERED that:

A. DTE Electric Company's November 3, 2025 application for *ex parte* approval of special contracts, consisting of a primary supply agreement and energy storage agreement with Green Chile Ventures LLC, is conditionally approved.

B. The approval of the special contracts is conditioned upon the representations made by DTE Electric Company that payments made by Green Chile Ventures LLC under Rate Schedule D11 and the special contracts will cover the costs to serve Green Chile Ventures LLC such that the costs of serving Green Chile Ventures LLC (including generation, transmission, distribution, or other costs) are not covered by other customers. Within 30 days of the date of this order, DTE Electric Company shall file a letter in this docket expressly accepting these conditions, as described in this order.

C. DTE Electric Company shall file an amended renewable energy plan with its next integrated resource plan and clean energy plan and shall include: (1) a comparison of the resource requirements needed to comply with the renewable portfolio standard targets both with and without Green Chile Ventures LLC's load and corresponding retail sales; (2) an analysis of options for recovery of any incremental costs of renewable portfolio standard compliance that may result in a surcharge such that the surcharge is not collected on a per meter basis; and (3) an analysis of equitable ways to recover the incremental costs of renewable portfolio standard compliance which ensure that costs and benefits are appropriately distributed among rate classes.

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D. In its next integrated resource plan application and its initial clean energy plan application (filed together), DTE Electric Company shall include a comparison of the resource requirements necessary to serve the company's load with and without the addition of Green Chile Ventures LLC's load, as described in this order.

E. DTE Electric Company shall provide an updated analysis in its next capacity demonstration filing under MCL 460.6w showing the impact of Green Chile Ventures LLC's load on the company's capacity requirements under direct loss of load methodology using the Midcontinent Independent System Operator, Inc.'s most recent indicative direct loss of load results, as described in this order.

F. In its next energy waste reduction plan filing, DTE Electric Company shall provide a detailed analysis of the incremental costs necessary to meet the 2% energy waste reduction savings target inclusive of Green Chile Ventures LLC's load, along with an analysis of updated surcharges that are designed to ensure other customers are not affected by the incremental energy waste reduction program costs attributable to Green Chile Ventures LLC.

G. Within 90 days of the date of this order, DTE Electric Company shall file an application to update its Emergency Electric Procedures outlined in Section C3 of its Rate Book for Electric Service and any other relevant company procedures to indicate that, after the event level step including the issuance of public appeals and after the event level step that implements voluntary load reductions, the company will shed firm load from the facility operated by Green Chile Ventures LLC prior to shedding firm load of any of DTE Electric Company's other customers to the extent that firm load shedding is directed by the regional transmission organization and shedding firm load of the facility operated by Green Chile Ventures LLC can prevent shedding firm load of other DTE Electric Company customers. Alternatively, DTE Electric Company may

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develop and execute agreements necessary to enable a required load reduction from Green Chile Ventures LLC at the appropriate step within the emergency procedures as described in this order to effectuate a required load reduction in lieu of firm load shedding and shall reflect the required load reduction within its Emergency Electric Procedures, in Section C3 of its Rate Book for Electric Service.

H. Within 90 days of the date of this order, DTE Electric Company shall file an application for approval of a generally applicable large load customer tariff that aligns with the findings in the November 6, 2025 order in Case No. U-21859.

I. In its next general rate case, DTE Electric Company shall file a cost allocation and rate design proposal that ensures that future large load interconnection customers pay the full costs associated with interconnection, and shall include the six cost allocation and rate design studies, as detailed in this order. DTE Electric Company shall also provide all the data necessary to allow the Commission Staff and intervenors in the general rate case to recreate the studies, which may be filed under seal if necessary, including a workpaper listing all assumptions used to create the studies.

J. In its next general rate case, DTE Electric Company shall file a proposed administrative fee to be charged to potential additional data centers and other large load customers to ensure the costs associated with any interconnection or other studies performed for these potential customers are not absorbed by existing customers.

K. Beginning on December 31, 2026, DTE Electric Company shall provide the quarterly and annual reporting described in this order.

The Commission reserves jurisdiction and may issue further orders as necessary.

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Any party desiring to appeal this order must do so in the appropriate court within 30 days after issuance and notice of this order, pursuant to MCL 462.26. To comply with the Michigan Rules of Court's requirement to notify the Commission of an appeal, appellants shall send required notices to both the Commission's Executive Secretary and to the Commission's Legal Counsel. Electronic notifications should be sent to the Executive Secretary at LARA-MPSC-Edockets@michigan.gov and to the Michigan Department of Attorney General - Public Service Division at sheac1@michigan.gov. In lieu of electronic submissions, paper copies of such notifications may be sent to the Executive Secretary and the Attorney General - Public Service Division at 7109 W. Saginaw Hwy., Lansing, MI 48917.

MICHIGAN PUBLIC SERVICE COMMISSION

_____
Daniel C. Scripps, Chair

_____
Katherine L. Peretick, Commissioner

_____
Shaquila Myers, Commissioner

By its action of December 18, 2025.

_____
Lisa Felice, Executive Secretary

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PROOF OF SERVICE

STATE OF MICHIGAN)

Case No. U-21990

County of Ingham)

Brianna Brown being duly sworn, deposes and says that on December 18, 2025 A.D. she electronically notified the attached list of this **Commission Order via e-mail transmission**, to the persons as shown on the attached service list (Listserv Distribution List).

Brianna Brown

Subscribed and sworn to before me
this 18th day of December 2025.

Angela P. Sanderson
Notary Public, Shiawassee County, Michigan
As acting in Eaton County
My Commission Expires: May 21, 2030

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Service List for Case: U-21990

Name	On Behalf Of	Email Address
Andrea E. Hayden	DTE Electric Company	andrea.hayden@dteenergy.com
DTE Electric Company	DTE Electric Company	mpscfilings_account@dteenergy.com

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EXHIBIT 4
TO
PLAINTIFFS' RESPONSE TO MOTION TO INTERVENE

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MPSC
MICHIGAN PUBLIC SERVICE COMMISSION

NEWS RELEASE

Gretchen Whitmer, Governor

Dan Scripps, Chair
Katherine Peretick, Commissioner
Shaquila Myers, Commissioner

X/Twitter: @MichiganPSC
www.michigan.gov/mpsc

FOR IMMEDIATE RELEASE Dec. 18, 2025
News media contact: Matt Helms 517-284-8300
Customer Assistance: 800-292-9555

MPSC approves DTE Electric energy contracts for data center with conditions to strengthen protections for other customers

The Michigan Public Service Commission today conditionally approved an application from DTE Electric Co. for approval of special contracts to supply power for a Washtenaw County data center but imposed additional mandatory safeguards meant to protect residential and other customers from bearing any costs associated with the development and continued operation of the data center.

Among those protections, the Commission conditioned approval on requiring DTE Electric to be responsible for any costs to serve the 1,383- megawatt (MW) data center in Saline Township that it is unable to recover from Green Chile Ventures LLC, a subsidiary of the tech company Oracle Corp. Oracle, Open AI and Related Digital announced plans for the data center Oct. 30, and DTE Electric subsequently filed an application for approval of the special contracts in Case No. U-21990.

The Commission's approval was also contingent on DTE Electric agreeing to update its emergency procedures so that, in the unlikely event of an energy emergency that requires the utility to involuntarily shed electricity load — interrupting service to customers in times of high demand to prevent catastrophic power grid failure — the utility will ensure that the data center's load is reduced or interrupted before interrupting service to other DTE Electric customers. Michigan has not experienced an involuntary load shed event due to lack of generation capacity at any point since the inception of the MISO energy market and no widespread blackouts since the 2003 blackout that covered much of the northeast portion of the country.

Terms of the primary supply agreement between DTE Electric and the data center include additional requirements above and beyond standard terms used for customers under the utility's D11 tariff rate for customers contracting for large energy loads. The additional terms require:

- A minimum contract duration of 19 years, compared to the standard agreement of five years for a new customer of 1 MW or more of peak demand taking service under the general D11 tariff.
- A minimum billing demand of 80%, compared to 50-60% in the general D11 tariff. The data center operators will have to pay a minimum of 80% of the contracted electricity use even if their actual usage is lower.

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- A termination payment of up to 10 years' worth of minimum billing demand if the facility stops operating earlier than contracted to operate. There is no explicit reference to a termination payment included in the general D11 tariff.

"These protections will ensure that Michigan is able to reap the benefits of adding a significant new energy user to the grid while keeping any related costs off the utility bills of other customers," MPSC Chair Dan Scripps said. "In written comments filed with the Commission and at a public hearing the MPSC held Dec. 3, the MPSC heard from thousands of Michiganders concerned about the risks of higher utility bills for everyday customers and reversal of progress the state has made in decarbonizing its energy production. The MPSC shares those concerns and finds that today's approval enacts strong protections for ratepayers against the risk of stranded costs and cost subsidization. The order shields DTE Electric customers from future price risk while supporting economic development."

The Commission noted that the data center project will provide an affordability benefit to other customers because it will contribute significantly to fixed system costs that would otherwise be recovered solely from DTE Electric's existing customers. In filings with the Commission, DTE Electric calculated the net benefit to other customers of approximately $300 million.

Michigan law gives the MPSC jurisdiction over the electricity and natural gas rates that a data center customer is charged and the terms governing the services provided by regulated utilities. But the Commission does not have authority relating to the siting or construction of data centers, or to issue permits or make determinations related to water use. The Commission may require specific provisions in the terms of service meant to protect other customers if a large-load customer leaves the system.

The Commission directed DTE Electric to:

- File an amended renewable energy plan (REP) with its next integrated resource plan (IRP) and clean energy plan (CEP) that includes a comparison of the resource requirements needed to comply with its renewable portfolio standard targets both with and without Green Chile Ventures' load and corresponding retail sales; an analysis of options for recovery of any incremental costs of renewable portfolio standard compliance that may result in a surcharge such that the surcharge is not collected on a per meter basis; and an analysis of equitable ways to recover the incremental costs of renewable portfolio standard compliance to ensure costs and benefits are evenly distributed among rate classes.
- Include, in its next IRP application and its initial CEP application, a comparison of the resource requirements necessary to serve the utility's electric load with and without the addition of Green Chile Ventures' load.
- Provide an updated analysis in its next capacity demonstration showing the impact of the data center's load on the utility's capacity requirements under direct

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loss of load methodology using the Midcontinent Independent System Operator Inc.'s most recent indicative direct loss of load results.

- Provide a detailed analysis in its next energy waste reduction (EWR) plan filing of the incremental costs necessary to meet the 2% EWR savings target inclusive of Green Chile Ventures' load, and an analysis of updated surcharges designed to ensure other customers are not affected by the incremental EWR program costs attributable to the data center.

The Commission's conditional approval also includes a proposed energy storage agreement under which Green Chile Ventures would bear the costs over a 15-year period to develop 1,383 MW of energy storage facilities to match the data center's contracted demand. DTE Electric would develop, own and operate the facilities to the benefit of its grid, and Green Chile Ventures would receive the value of any market revenues from operating the energy storage facilities in the wholesale market. As with the primary supply agreement, the energy storage agreement includes an early termination payment and credit and collateral requirements.

The Commission directed DTE to file within 90 days an application for approval of a large load customer tariff for very large load customers such as data centers.

While a number of organizations and individuals petitioned the Commission to have the matter converted to a contested case, the Commission found that its conditional approval of DTE Electric's special contracts will not increase rates, rate schedules or costs of service for other customers, and therefore met the standard for an ex parte review under Michigan law and precedent established by Michigan courts going back decades. Ex parte approval is routinely used by the Commission in evaluating special contracts between a utility and a single customer, and is appropriate where, as here, the decision will not increase the rates or cost for serving other customers. In recent years, the Commission has approved large special contracts between DTE Electric and Ford Motor Company, Fiat Chrysler Automobiles, and the University of Michigan, among others.

As part of its conditional approval, the Commission directed DTE Electric to file a letter in the case docket within 30 days accepting the order's conditions. If the utility does not agree to the conditions, it may file an application instead for approval of the special contracts in a contested case.

For information about the MPSC, visit www.michigan.gov/mpsc, sign up for its monthly newsletter or other listservs. Follow the MPSC on Facebook, X/Twitter, LinkedIn or Instagram.

To look up cases from today's meeting, access the MPSC's E-Dockets filing system. Watch recordings of the MPSC's meetings on the MPSC's YouTube channel.

***DISCLAIMER:** This document was prepared to aid the public's understanding of certain matters before the Commission and is not intended to modify, supplement, or be a*

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substitute for the Commission's orders. The Commission's orders are the official action of the Commission.

# # #

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EXHIBIT 5
TO
PLAINTIFFS' RESPONSE TO MOTION TO INTERVENE

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Site Boundary

Site Plan

7760 Willow Rd

Supportive homeowners

Site Overview Map

Washtenaw County, Michigan

BUSINESS CONFIDENTIAL
NOT FOR DISTRIBUTION

ATWELL

The information contained on this map is proprietary and confidential. The use or disclosure of this information by you to third parties is prohibited by law and may give rise to civil or criminal liability.

12/16/2025

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Site Boundary

Site Plan

7760 Willow Rd

Supportive homeowners

Site Overview Map

Washtenaw County, Michigan

BUSINESS CONFIDENTIAL
NOT FOR DISTRIBUTION

ATWELL

The information contained on this map is proprietary and confidential. The use or disclosure of this information by you to third parties is prohibited by law and may give rise to civil or criminal liability.

12/16/2025

EXHIBIT 6
TO
PLAINTIFFS' RESPONSE TO MOTION TO INTERVENE

Document received by the Washtenaw County Trial Court 01/28/2026.

Saline Township Data Center

December 2025

Document received by the Washtenaw County Trial Court 01/28/2026.

Company Overview

Related Digital is a vertically integrated data center developer and investment platform that promotes community-centered development and partners with leading technology companies to provide best-in-class digital infrastructure solutions and energy solutions.

- Leaders with decades of experience developing data centers across the country.
- Founded by Related Companies, 50+ year old company, one of the most prominent, privately-owned real estate development firms in the United States, operating in 30 states.
- Based in Dallas, Texas, with projects under development in Michigan, Missouri, Wyoming, and Toronto.

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Project Overview

- Related Digital is developing a data center project on 250 acres of land in Saline Township that will deliver over 1 GW of capacity for Oracle as part of Oracle and OpenAI partnership.
- This positions Michigan as a leader in developing the digital infrastructure America needs to remain competitive in the global AI Race
- This multi-billion-dollar investment, the largest in Michigan's history, consists of three 550,000 square-feet-single story buildings.

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Responsible Development

Land

- Developed on only 250-acres of a total of 1,051 acres
- 750+ acres of land being preserved as farmland, wetlands and woodlands including 47.5 acres that will be placed within conservation easement.
- 75-foot minimum setback from road
- Existing wooded areas, new landscaping and berms along Michigan Avenue screen the Project from view
- The project will fund the creation of 16 acres of off-site wetlands.

Water

- Dramatically different from other data centers: project does not utilize high-water-use evaporative cooling. Our project uses a closed-loop, air cooling system.
- Nominal amount of water used (primarily for restrooms, sinks, other domestic uses), less than if the land was farmed.
- Monitoring wells will be installed to monitor the ground water levels including the water levels for neighboring properties. If any wells go dry as a result of water usage by the data center, the project will pay the costs to restore the wells.
- The Saline Fire Department will have access to storage tanks for emergencies.

Stormwater Management

- Stormwater management features will significantly mitigate stormwater runoff from the site, reducing peak flow rates into the Saline River in comparison to existing conditions.
- Onsite detention basins of 15-20 acres will contain site stormwater, restricting discharge to the Saline River over time.
- Stormwater flows are fully contained within the riverbanks from 100-year storm events

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Local Benefits

Tax Revenues

$1.6 Million
to Saline Township in annual tax revenue through 2039

$8 Million
for Michigan school systems

Job Creation

2,500+
union construction jobs

450+
jobs onsite

1,500
jobs county-wide

Community Benefits

$8 million for fire services:
$7 million for the Saline Area Fire Department
$500K for Clinton Township Fire Department
$500K for Manchester Fire Department

$4 million
for a Farmland Preservation Trust

$2 million
Community Investment Fund for Saline Township

750 acres
of preserved farmland, wetlands and woodlands

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EXHIBIT 7
TO
PLAINTIFFS' RESPONSE TO MOTION TO INTERVENE

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No *Shepard's* Signal™
As of: January 27, 2026 6:50 PM Z

Midwest V, LLC v. Nottawa

United States District Court for the Western District of Michigan, Southern Division

March 6, 2023, Decided; March 6, 2023, Filed

Case No. 1:22-cv-884

Reporter
2023 U.S. Dist. LEXIS 91329 *; 2023 LX 118699; 2023 WL 3600813

MIDWEST V, LLC, Plaintiff, v. NOTTAWA, TOWNSHIP OF, et al., Defendants.

Core Terms

intervenor, consent judgment, motion to intervene, township, intervene, zoning, movant's, impair, preliminary injunction, original party, parcel, weigh, ordinance, rezone, use variance, site plan, timeliness, antitrust

Counsel: **[*1]** For John Coomer, Mark Schrock, Merle Schwartz, Leroy Detweiler, George Wolfinger, defendants: Patrick Joseph Haas Jr., HaasCaywood PC, Sturgis, MI; Jacob Porter, Sturgis, MI.

For NOTTAWA TOWNSHIP BOARD OF TRUSTEES, a political subdivision of Nottawa Township, Nottawa Township of, a municipal corporation, defendants: Thomas R. Meagher, Foster Swift Collins & Smith PC (Lansing), Lansing, MI; James W. Scales, Foster Swift Collins & Smith PC (GR), Grand Rapids, MI.

For MIDWEST V LLC, a Michigan Limited Liability Company, plaintiff: Daniel Richard Olson, Gielow Groom Terpstra & McEvoy, Norton Shores, MI.

Judges: HON. JANE M. BECKERING, United States District Judge.

Opinion by: JANE M. BECKERING

Opinion

OPINION AND ORDER

Pending before the Court in this closed action is a combined motion to intervene and for temporary restraining order (TRO) and preliminary injunction (ECF No. 18) filed by John Coomer, Mark Schrock, Leroy Detweiler, Merle Schwartz, and George Wolfinger ("Proposed Intervenors"). Plaintiff Midwest V, LLC filed a response in opposition (ECF No. 20) and Defendants Nottawa Township (the "Township") and Nottawa Township Board of Trustees (the "Board") filed a response in opposition (ECF No. 21). Having considered **[*2]** the parties' submissions, the Court concludes that oral argument is not necessary to resolve the issues presented. *See* *W.D. Mich. LCivR 7.2(d)*. For the reasons that follow, the motion to intervene is denied, and the motion for TRO and preliminary injunction is denied as moot.

I. Factual & Procedural Background

Plaintiff Midwest V, LLC initiated this lawsuit against Defendants Nottawa Township, a municipal corporation, and Nottawa Township Board of Trustees, a political subdivision of Nottawa Township (Compl. [ECF No. 1]). Plaintiff owns a 1.6-acre parcel along M-86 in Sturgis, Michigan, that it seeks to develop into a Dollar General store (*id.* ¶¶ 7, 11-13). However, the parcel was zoned agricultural, and the Township Zoning Ordinance ("Ordinance") did not permit commercial use of the parcel (*id.* ¶¶ 8, 16). To that end, Plaintiff petitioned to rezone the parcel from agricultural to commercial, consistent with the Township's "2021 Master Plan" and Plaintiff's Site Plan Application (*id.* ¶¶ 18-20). On July 19, 2022, the Township's Planning Commission held a public hearing regarding the zoning change and to review the site plan (*id.* ¶ 21). The Township Deputy Zoning Administrator Doug Kuhlman submitted a report **[*3]** recommending granting the zoning change, highlighting the Township's Master Plan's goal of commercially developing properties along M-66 and M-86 (*id.* ¶¶ 22-23). The Planning Commission approved Kuhlman's Findings of Fact and recommended approval of the site plan (*id.* ¶ 29).

At the public hearing, "some members of the public voiced their opposition to the zoning change" (Compl. ¶

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29). Despite its approval of the Findings of Fact supporting the rezoning, the Planning Commission voted to recommend that the Board deny Plaintiff's requested zone change and voted to deny Plaintiff's site plan (*id.* ¶¶ 30-31). Kuhlman and the St. Joseph County Planning Commission conducted a review of the denial of Plaintiff's requested zone change and noted that the Finding of Facts did not support the Planning Commission's denial of the rezoning request (*see id.* ¶¶ 32-40). On August 25, 2022, a second public hearing was held, and the Board denied the zoning request (*id.* ¶ 54).

On September 22, 2022, Plaintiff brought this action against Defendants asserting violations of Plaintiff's substantive due process rights and equal protection rights arising from Defendants' denial of the rezoning request (Compl. at **[*4]** PageID.10-13). On October 17, 2022, default was entered against Defendants for failure to defend (ECF No. 9, corrected by ECF No. 11). On November 2, 2022, Plaintiff and Defendants filed a "Stipulation Regarding Resolution of Pending Default" stipulating that Defendants may respond to the Corrected Entry of Default by December 30, 2022, and indicating that the parties "communicated and are hopeful that all issues may be resolved without further litigation (ECF No. 12 at PageID.257). The Court granted the stipulation the next day (ECF No. 13). On December 21, 2022, the parties filed a second stipulation, which the Court granted, extending the deadline for Defendants to respond to the Corrected Entry of Default or for the parties to notify the Court of settlement from December 30, 2022 to February 28, 2023 (ECF No. 14; 12/22/22 Order, ECF No. 15). The parties' stipulation expressly stated: "At this point, the Parties believe they have reached a settlement, but that settlement cannot be finalized until presented to and voted upon the Township Board of Trustees" (ECF No. 14 at PageID.263).

On January 17, 2023, Plaintiff and Defendants filed a proposed consent judgment (ECF No. 16).[1] On January **[*5]** 19, 2023, the proposed consent judgment was entered, settling the matter and terminating the action (Consent J., ECF No. 17). The Consent Judgment indicated that the parties settled the dispute, and bound the parties, in pertinent part, as follows:

> ... The parties are entering into this Consent Judgment to resolve any and all disputes between them and avoid the ongoing costs, inconvenience, time and drain on resources that accompanies litigation.
>
> ... 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 consistent as if the Property was zoned for commercial use.

(*id.* at PageID.283). The Consent Judgment released all claims and dismissed the action "without costs or attorney's fees to any party" (*id.* at PageID.285). Further, the Consent Judgment agreed to the following "Features of Development:"

> a. The Development, including all associated parking, storage, structures or buildings of any kind, shall be located on the 1.6 acres identified in this Consent Judgment.
>
> b. The Development shall be substantially similar to the site plan submitted to the Township a copy of which is **[*6]** attached hereto as **Exhibit B**.
>
> c. Subject to paragraph 5 below ("Conflicting Provisions"), the Development will meet all parking, lighting and sign requirements.
>
> d. Plaintiff agrees to provide sufficient buffers on the eastern side of the Property, in the form of berms or landscaping or other appropriate form, to reasonably shield the neighboring residence from visibility and prevent debris from blowing from Plaintiff's commercial development onto the residential property.

(*id.* at PageID 272).

On February 14, 2023, Proposed Intervenors, five citizens of Nottawa Township, filed a Motion to Intervene (ECF No. 18) seeking a TRO and preliminary injunction based on the Consent Judgment's alleged violation and infringement of their rights. Specifically, Proposed Intervenors seek to protect their interests in their "rights of referendum; fair and equal application of the law including the Michigan Zoning Enabling Act, [MICH. COMP. LAWS. § 125.3101, *et. seq.*], and the Nottawa Township Zoning Ordinances;" and substantive due process and equal protection rights arising from the *Fourteenth Amendment* (ECF No. 18 at PageID.293-294). Proposed Intervenors represent that, of Nottawa residents Coomer, Schrock, Detweiler, Schwartz, and Wolfinger, Schrock's "property is directly next to the **[*7]** property owned by Plaintiff with line of site" and

[1] Defendants, in their response to the motion at bar, represent that the Board approved of the Consent Judgment in a "properly noticed public hearing" on January 16, 2023 (*see* ECF No. 21 at PageID.497).

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Schwartz's "property is directly across the street from the property owned by Plaintiff" (ECF No. 18 at PageID.302-303, ¶¶ 1-5).

Proposed Intervenors seek intervention as a matter of right under *Federal Rule of Civil Procedure 24(a)(2)*, or alternatively, permissive intervention under *Rule 24(b)(2)* (ECF No. 18 at PageID.294). Proposed Intervenors also seek a TRO and preliminary injunction restraining and enjoining Plaintiff from engaging in construction, development, or substantive changes to the property at the subject parcel and staying the enforcement and reliance upon the Consent Judgment issued in this case (*id.* at PageID.294-295). Last, Proposed Intervenors attached to their motion a proposed Answer to Plaintiff's Complaint (ECF No. 18-1) and a proposed Motion for Relief from Judgment pursuant to *Fed. R. Civ. P. 60(b)* (ECF No. 18-2). Pursuant to this Court's February 17, 2022 Order (ECF No. 19), Plaintiff and Defendants filed responses in opposition to the instant motion (ECF Nos. 20 & 21).

II. Discussion

A. Plaintiff's Motion to Intervene

1. Intervention of Right

Rule 24(a)(2) of the Federal Rules of Civil Procedure provides that "[o]n timely motion, the court must permit anyone to intervene who ... claims an interest relating to the property or transaction **[*8]** that is the subject of the action, and is so situated that disposing of the action may as a practical matter impair or impede the movant's ability to protect its interest, unless existing parties adequately represent that interest." To succeed on such a motion, the movant must demonstrate that: "1) the [motion] was timely filed; 2) the [movant] possesses a substantial legal interest in the case; 3) the [movant's] ability to protect its interest will be impaired without intervention; and 4) the existing parties will not adequately represent the [movant's] interest." *Blount-Hill v. Zelman, 636 F.3d 278, 283 (6th Cir. 2011)*. "Each of these elements is mandatory, and therefore failure to satisfy any one of the elements will defeat intervention under the Rule." *Id.*

a. Timeliness

First, in determining whether a motion to intervene is timely, the Court looks to the following five factors:

> (1) the point to which the suit has progressed;
> (2) the purpose for which intervention is sought;
> (3) the length of time preceding the application during which the proposed intervenors knew or should have known of their interest in the case;
>
> (4) the prejudice to the original parties due to the proposed intervenors' failure to promptly intervene after they knew or reasonably **[*9]** should have known of their interest in the case; and
> (5) the existence of unusual circumstances militating against or in favor of intervention.

In re Auto. Parts Antitrust Litig., End-Payor Actions, 33 F.4th 894, 901 (6th Cir. 2022) (citations omitted). "No one factor is dispositive, but rather the determination of whether a motion to intervene is timely should be evaluated in the context of all relevant circumstances." *Blount-Hill, 636 F.3d at 283* (quotation omitted). *See United States v. City of Detroit, 712 F.3d 925, 930 (6th Cir. 2013)* ("[T]imeliness is a matter within the sound discretion of the court[.]").

Proposed Intervenors argue that the motion "has been filed as soon as was reasonable and practical upon ... recognizing that their interests were impaired and not being represented" (ECF No. 18 at PageID.14). Proposed Intervenors further argue that "[t]here is no bar to intervention post-judgment" and that their motion is timely because they "could not possibly have known the parties would seek to enter a void Consent Judgment" (*id.* at PageID.15).

Stage of Proceeding. As to the first factor, "[t]he absolute duration of the litigation matters little to this inquiry; 'the stage of the proceedings and the nature of the case' govern the analysis." *In re Auto. Parts Antitrust Litig., 33 F.4th at 901*. Relevant here, the Sixth Circuit has observed that courts have permitted intervention "even after final judgment, **[*10]** for the limited purpose of appeal ... or to participate in future remedial proceedings[.]" *City of Detroit, 712 F.3d at 932* (citations omitted).

Plaintiff and Defendants argue that Proposed Intervenors' motion is not timely as it was filed more than four months after this litigation began, and nearly one month after the action was terminated pursuant to a negotiated settlement and Consent Judgment (*see* ECF No. 20 at PageID.19-20; ECF No. 21 at PageID.496-497). Here, the "finish line of litigation" is not "out of

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sight" but the final stage of the proceeding has already concluded. *In re Auto. Parts Antitrust Litig., 33 F.4th at 901, 906* (finding no abuse of discretion where district court found intervention in settled matter was untimely); *see United States v. BASF-Inmont Corp., 52 F.3d 326 (6th Cir. 1995)* ("At the time [movant] filed its motion to intervene, only one step in the litigation remained: the district court's approval of the proposed consent decree. This is *the* final stage of the proceeding. Therefore, the district court properly found the first factor to weigh against intervention.") (emphasis in original); *see also, e.g.,* *Michigan Dep't of Env't Quality v. Ford Motor Co., 330 F.R.D. 475, 479 (E.D. Mich. 2019)* (finding timeliness weighed against intervention where the case was "closed and inactive" after the court entered a final consent judgment and distinguishing *City of Detroit* where "[t]he lack of court involvement up **[*11]** to this point suggests there will be no need for future remedial proceedings"). Accordingly, this factor weighs against finding the motion to intervene timely.

Purpose of Intervention. Proposed Intervenors primarily assert constitutional rights to referendum and seek to intervene because the "Township lacked authority or the legislative right to grant a use variance" via the Consent Judgment in this case (ECF No. 18 at PageID.305). As such, the post-judgment motion to intervene is not filed for the limited purpose of an appeal or to participate in future remedial proceedings.

Further, consistent with the Consent Judgment in this case, Michigan appellate courts have repeatedly held that township boards have the authority to enter into consent judgments that are effectively use variances to resolve rezoning disputes concerning individual parcels. *See* *Green Oak Twp. v. Munzel, 255 Mich. App. 235, 661 N.W.2d 243, 247 (Mich. App. 2003)* ("[T]he effect of the consent judgment is more akin to a use variance, which our Supreme Court has determined is allowable. Specifically, a zoning board has the authority to allow a use in a zoning district that would not otherwise be allowed under an ordinance.") (citing *Mitchell v. Grewal, 338 Mich. 81, 61 N.W.2d 3 (Mich. 1953)*); *Inverness Mobile Home Community, Ltd. v. Bedford Twp., 263 Mich. App. 241, 687 N.W.2d 869, 874-75, 875 n.2 (Mich. App. 2004)* (noting a township board "may by consent judgment agree to grant **[*12]** a use variance" and noting that, as in *Green Oak Twp., supra*, "a use variance that neither result[s] in a change in the zoning ordinance nor contemplate[s] a future change in zoning" does not deprive the public "of the avenues normally available to challenge the adoption of an amended zoning ordinance, including referendum"); *Pulte Land Co., LLC v. Alpine Twp., No. 259759, 2006 Mich. App. LEXIS 2641, 2006 WL 2613450, at *2 (Mich. App. Sept. 12, 2006)* (rejecting intervening defendant's argument that "the consent judgment itself is impermissible because it achieves a result contrary to the referendum" where the consent judgment did not "'impermissibly contract[] away the legislative powers of a future governing body'") (quoting *Inverness, supra*).

Therefore, this factor also weighs against finding the motion to intervene timely. *See, e.g.,* *Michigan Dep't of Env't Quality, 330 F.R.D. at 479* (finding the purpose of intervention weighed against timeliness where "even the most limited form of intervention would require disturbing the Consent Decree and having the parties re-litigate and/or re-negotiate its key provisions").

Possibility of Intervening Sooner. As to this factor, "[t]he first step in the inquiry ... is determining the point at which the proposed intervenor knew or reasonably should have known of his interest in the case. Actual or constructive knowledge that one's interests *might* be affected **[*13]** generally suffices." *BASF-Inmont Corp., 52 F.3d at *3* (emphasis in original). "More precisely, [the court] ask[s] when the intervenor should have known that the parties in the case would not protect its interests." *In re Auto. Parts Antitrust Litig., 33 F.4th at 902*.

Plaintiff's argument that it was unaware that its interests would be affected until entry of the Consent Judgment is unpersuasive. For example, it appears that counsel of record for Proposed Intervenors was involved in the political process prior to the instant suit, advocating on behalf of Nottawa Township citizens (*see* 6/1/22 Letter, ECF No. 20-5 at PageID.448), and that Proposed Intervenors were aware of the lawsuit at the time it was initiated (*see* ECF No. 18 at PageID.305, ¶¶ 22-24; ECF No. 20 at PageID.379; ECF No. 21 at PageID.496-497).[2] As Defendants argue, Plaintiff's requested remedy and the litigation's potential outcome—"build[ing] a Dollar General store on the property"—was clear from the outset of this case (ECF No. 21 at PageID.497--498). In short, there were "multiple triggering points" here that "should have alerted" Proposed Intervenors that they needed to act. *Id.* at 902--03.[3]

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[2] Defendants indicate that they "learned of the default" from Proposed Intervenors' counsel (*see* Defs.' Ex. 1, Aff. of Roxanne Seeber, ECF No. 21-1 at PageID.505-510).

[3] Indeed, the parties' filings indicating that settlement was likely

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Sixth Circuit precedent is clear that "[i]nterested parties should not be able to join at a late stage and **[*14]** re-litigate issues that they watched from the sidelines." *City of Detroit, 712 F.3d at 932*; *see also* *United States v. Tennessee, 260 F.3d 587, 593--94 (6th Cir. 2001)* ("An entity that is aware that its interests may be impaired by the outcome of the litigation is obligated to seek intervention as soon as it is reasonably apparent that it is entitled to intervene.") (citing *Stotts v. Memphis Fire Dep't, 679 F.2d 579, 584 n.3 (6th Cir.1982)* (applicants "should have attempted to intervene when they first became aware of the action, rather than adopting a 'wait-and-see' approach").

Therefore, this factor weighs against finding the motion to intervene timely.

Prejudice to the Original Parties. As to this factor, courts "consider the prejudice to the original parties due to the failure to intervene earlier", i.e., the "prejudice caused by the delay in intervention, rather than prejudice caused by the intervention itself." *In re Auto. Parts Antitrust Litig., 33 F.4th at 905* (citations omitted).

Plaintiff argues that "[a]ll parties would suffer severe prejudice" if intervention is allowed, including damage to the "substantial efforts" of the original parties over 2.5 months to reach agreement "which provide[s] substantial benefits to Defendants and their citizens" (ECF No. 20 at PageID.380; *see also* ECF No. 21 at PageID.497). Plaintiff also argues that it has incurred nearly $400,000.00 in construction **[*15]** costs and contractual liabilities to date and that it would incur nearly $300,000.00 damages in the event of a delay (*id.; see* Pl's. Ex. 12, Aff. of Scott Knowlton, ECF No. 20-12 at PageID.487-489).

Here, the prejudice to the original parties is clear, and this factor also weighs against finding the motion to intervene timely.

Unusual Circumstances. The parties do not assert that unusual circumstances relevant to intervention exist, and as such, this factor is neutral.

In sum, and considering each of the factors above, the Court determines that the motion to intervene in this case is untimely. Consequently, the Court need not separately address the remaining intervention-as-of-right elements: whether Proposed Intervenors have a substantial legal interest in the case, whether that interest may be impaired absent intervention, and whether that interest may not be adequately represented by the parties already before the court. *See* *Grubbs v. Norris, 870 F.2d 343, 345 (6th Cir. 1989)* ("failure to meet one of the criteria will require that the motion to intervene be denied") (citation omitted). Nonetheless, even assuming Proposed Intervenors' motion was timely filed, for the reasons discussed above and as more fully set forth by Plaintiff and **[*16]** Defendants in response (ECF No.20 at PageID.380-383; ECF No. 21 at PageID.498-501), the Court agrees that the remaining elements do not support intervention as of right, and, in its discretion, the Court declines to grant such intervention.

2. Permissive Intervention

Rule 24(b)(1) of the Federal Rules of Civil Procedure provides that "[o]n timely motion, the court may permit anyone to intervene who ... has a claim or defense that shares with the main action a common question of law or fact," provided the court, in exercising its discretion, "consider[s] whether the intervention will unduly delay or prejudice the adjudication of the original parties' rights." *Fed. R. Civ. P. 24(b)(3)*.

As discussed above, Proposed Intervenors' motion is not timely. Moreover, Proposed Intervenors assert distinct interests than those arising from Plaintiff's Complaint. Proposed Intervenors' argument in this regard is no more than a rehashing of their arguments for intervention of right, which this Court has rejected. The Court, in its discretion, therefore denies Proposed Intervenors' alternative request for permissive intervention. *Bay Mills Indian Cmty. v. Snyder, 720 F. App'x 754, 759 (6th Cir. 2018)* ("District courts can consider [the mandatory intervention] factors when evaluating permissive intervention motions.").

B. Proposed Intervenors' Motion [*17] for TRO and Preliminary Injunction

Because the Court determines that Proposed Intervenors are not entitled to intervention, either permissive or as a matter of right, Proposed Intervenors' requested relief for a TRO or preliminary injunction is denied as moot. *Ne. Ohio Coal. for the Homeless & Serv. Emp. Int'l Union, Local 1199 v. Blackwell, 467 F.3d 999, 1009 (6th Cir. 2006)* (the issuance of injunctive relief lies within the discretion of the district

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and that settlement was merely pending approval of the Board at a public hearing were filed with this Court nearly three months prior to the instant motion (*see* ECF Nos. 12 & 14).

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court).

III. CONCLUSION

For the foregoing reasons,

IT IS HEREBY ORDERED that Proposed Intervenors' Motion to Intervene (ECF No. 18) is DENIED.

IT IS FURTHER ORDERED that Proposed Intervenors' request for a temporary restraining order and preliminary injunction (ECF No. 18) are DENIED as moot.

Dated: March 6, 2023

/s/ Jane M. Beckering

JANE M. BECKERING

United States District Judge

End of Document

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EXHIBIT 8
TO
PLAINTIFFS' RESPONSE TO MOTION TO INTERVENE

Document received by the Washtenaw County Trial Court 01/28/2026.

DTE

August 5, 2025

Supervisor James Marion
Saline Township
4254 Arkona Road
Saline, MI 48176

RE: Related application for land use rezoning

Dear Supervisor Marion,

DTE Energy fully supports the application submitted by Related to rezone parcels of land in Saline Township for the purpose of developing a data center. We encourage the township to approve the application during the August 5 Planning Commission meeting and the August 13 Board of Trustees meeting.

We support this project not just because of the positive impact it can have on the local community, but because it can also have a meaningful impact on affordability for our customers, including those in Saline Township. Utility infrastructure investments are not unlike investments in municipal infrastructure. When large, energy-intensive users become part of DTE's customer base, costs are spread more widely, benefiting all customers. Given the scale of infrastructure investments DTE has been making on behalf of its customers, the timing of this project is fortuitous. Furthermore, DTE can support this data center with our current generating capacity and is highly confident that the 345kV transmission lines which run through the site will be able to provide sufficient power without affecting local reliability

Data Centers – and specifically the one proposed for development by Related – will become major contributors to the investments DTE is already making in the distribution grid and our generation fleet, helping make our electric system more stable and resilient for everyone. Moreover, any costs associated with infrastructure unique to the data center will be covered through the project's development financing and not passed on to DTE's existing customers.

In recent years, DTE Energy's electric company has invested significantly to improve the reliability of the local electric distribution grid serving Saline Township. This includes upgrading out-dated infrastructure and trimming trees to reduce both the frequency and duration of power outages. Our grid improvement work is happening across southeastern Michigan to improve reliability during severe weather events and meet the electricity needs of our customers for decades to come.

While we are improving reliability of our poles and wires, DTE is also transforming the way we generate electricity by retiring power plants that have reached their natural end-of-life and replacing them with assets like natural gas, renewables, and battery storage to maintain the reliable supply of electricity that our state's economy demands.

One Energy Plaza, Detroit, MI 48226-1221
dteenergy.com

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In total, DTE Energy is investing $25 billion over the next five years in our state's electric and natural gas infrastructure, creating and sustaining thousands of Michigan-based jobs and generating millions of dollars in tax revenue for Michigan's local municipalities.

For these reasons, DTE supports this project and encourages the leadership of Saline Township to approve the application for land-use rezoning.

Sincerely,

Daniel Mahoney
Director, Policy & Regional Affairs
DTE Energy

CC: Board of Trustees - Tom Hammond, Dean Marion, Kelly Marion, Jennifer Zink
CC: Planning Commission – Gary Luckhardt, Neil Bohnett, Stephen Rothfuss, Laurie Leinbach, Darryl Zink, Levi Smith

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STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW

RD MANAGER 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.

KATHRYN ELIZABETH HAUSHALTER,

Proposed Intervenor and Cross-Complainant,

v.

SALINE TOWNSHIP, a Michigan municipal corporation,

Cross-Defendant.

Civil Action No. 25-001577-CZ

Honorable Julie B. Owdzeij

PROOF OF SERVICE

DYKEMA GOSSETT PLLC
Alan M. Greene (P31984)
Krista L. Lenart (P59601)
Samuel R. Kilberg (P82188)
Attorneys for Plaintiffs
39577 Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48304

CASTLEBERRY & LUCAS
Frederick Lucas (P29074)
7577 US Highway 12
Onstead, MI 49265-9834
(517) 467-4000
fred@castleberrylucas.com

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(248) 203-0700
agreene@dykema.com
klenart@dykema.com
skilberg@dykema.com

LANDRY MAZZEO DEMBINSKI & STEVENS PC
David Landry (P32055)
37000 Grand River Ave.
Farmington Hills, MI 48325
(248) 476-6900
dlandry@lmdlaw.com
Counsel for Defendant

Ellis Boal (P10913)
9330 Woods Rd.
Charlevoix, MI 49720-1698
(231) 547-2626
ellisboal@voyager.net

ECKLAND & BLANDO LLP
Robert T. Dube Jr.
100 Washington Ave. South
Minneapolis, MN 55401
(612) 236-0160
rdube@ecklandblando.com
Counsel for Proposed Intervening Co-Defendant and Cross-Claimant

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PROOF OF SERVICE

The undersigned hereby certifies that on January 27, 2026, PLAINTIFFS' RESPONSE TO MOTION TO INTERVENE was filed through MiFile, which will send electronic notification to the registered participants as identified on the Servicing Notification e-mail, and paper copies will be mailed to those indicated as non-registered participants, if any.

/s/ Alan M. Greene
Alan M. Greene

127051.000001 4927-7524-0324.1

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STATE OF MICHIGAN MI Washtenaw County - 22nd Circuit Court	PROOF OF ELECTRONIC SERVICE	CASE NO. 25-001577-CZ

Case title
RD Michigan Property Owner I, LLC et al vs Saline Township

1. MiFILE served the following documents on the following persons in accordance with MCR 1.109(G)(6).

Type of document	Title of document
Other	Plaintiffs' Response in Opposition to Motion to Intervene

Person served	E-mail address of service	Date and time of service
Krista L. Lenart	klenart@dykema.com	01/28/2026 12:58:02 PM
Samuel R. Kilberg	skilberg@dykema.com	01/28/2026 12:58:02 PM
Frederick Lucas	fred@castleberrylucas.com	01/28/2026 12:58:02 PM
David B. Landry	dlandry@lmdlaw.com	01/28/2026 12:58:02 PM

2. I, Alan Greene, initiated the above MiFILE service transmission.

This proof of electronic service was automatically created, submitted, and signed on my behalf by MiFILE. I declare under the penalties of perjury that this proof of electronic service has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

01/28/2026
Date

/s/Alan Greene
Signature

Dykema
Firm (if applicable)