

# PINE RIVER TOWNSHIP

Gratiot County, Michigan

**February 18, 2025**

## **Agenda**

1. Call to Order
2. Pledge to the Flag
3. Public Hearing-Consider Application for a Solar Energy Facility Exemption Certificate from DTE
4. Roll Call
5. Brief Public Comments (3 Minutes)
6. Approval of Agenda
7. Approval of Minutes
  - a. January 21, 2025
8. Approval to Pay Bills
9. Reports by Boards, Committees & Agents
  - a. Treasurer's Report
  - b. Budget Report
  - c. Zoning & Blight Report
  - d. Assessor's Report
  - e. Fire Board Report
10. Business before the Board
  - a. Establish Board of Review Dates-March 10<sup>th</sup> (3 p.m.-9 p.m.) & 11<sup>th</sup> (9 a.m.- 3 p.m.)
  - b. Establish Public Hearing Date for Budget- March 18, 2025
  - c. Resolution 2025-01 Adopt 2025 Poverty Exemption Guidelines
  - d. Granger Community Clean Up Agreement-May 17, 2025
  - e. Consideration of Solar Energy Facility Exemption Certificate from DTE
  - f. PC Software Update
  - g. Approve 2025 Election Workers
  - h. Planning Commission recommendation to approve Battery Storage Ordinance
11. Announcements and Upcoming Meetings
  - a. Board of Review Organization Meeting- March 4, 2025
  - b. Board of Review- March 11<sup>th</sup> & 12<sup>th</sup>
  - c. Next Board Meeting – March 18, 2025
12. Adjournment

**MINUTES OF THE PINE RIVER TOWNSHIP BOARD**  
**MONTHLY MEETING**  
**FEBRUARY 18, 2025**

1. The regular monthly meeting of the Pine River Township Board was called to order at 7:00PM by Supervisor Beeson at the Township Hall.
2. Pledge to the Flag: The Board and the Public said the Pledge to the flag.
3. Roll Call: Best: present; Moeggenborg: present; Beeson: present; Whitmore: present; Baker: present. 5) Board members present, (0) absent.
4. Public Comments: None.
5. Public Hearing – Consider Application for a Solar Energy Facility Exemption Certificate from DTE
  1. Beeson opened the Public Hearing at 7:01PM and explained the certificate and application.
  2. John Hardman asked about money calculated and Beeson explained Michigan Tax 2025 numbers.
  3. Hardman asked about if State could change contract. Beeson explained contract cannot be changed per Township’s understanding.
  4. Jim Wheeler shared opinion on wind versus solar energies.
  5. Doug Merchant shared opinion on this document eliminating future lawsuits.
  6. Andrea Augustine of DTE explained that contract has to be signed before project is in service.
  7. Baker asked the monetary value of the solar units and was explained \$7k/megawatt which transferred to \$39,200 to Township annually.
  8. Beeson closed the Public Hearing at 7:15PM.
6. Approve the Agenda:
  - a. Motion made by Best: second by Moeggenborg: to approve the Agenda as presented. All present Board members approved. Motion carried 5-0.
7. Approval of Minutes:
  - a. Motion made by Moeggenborg: second by Baker: to approve the Minutes of the regular meeting of January 21, 2025. All present Board members approved. Motion carried 5-0.
8. Approval to Pay Bills:
  - a. Motion made by Baker: second by Moeggenborg: to approve the payment of bills for the total \$50,250.71. All present Board members approved. Motion carried 5-0.
9. Reports by Boards, Committees, and Agents:
  - a. Treasurer’s Report: Discussion: Board reviewed, bank reconciliations have been received and reviewed by all present. Placed on file.
  - b. Budget Report: Discussion: report placed on file.
  - c. Zoning and Blight Officer: Discussion: report placed on file.
  - d. Assessor Report: assessor’s notices being sent out end of this week, utilities due 20<sup>th</sup> (none received yet)
  - e. Fire Services: Alma and St. Louis Boards have met and set budgets; numbers about same as last year
10. Business before the Board:
  - a. Establish Board of Review Dates – March 10 (3PM-9PM) and 11 (9AM-3PM)
    1. Motion made by Baker: second by Moeggenborg: to approve the Board of Review dates as presented. All present Board members approved. Motion carried 5-0.

- b. Establish Public Hearing Date for Budget – March 18, 2025
  - 1. Motion made by Best: second by Moeggenborg: to approve the Public Hearing date as presented. All present Board members approved. Motion carried 5-0.
- c. Resolution 2025-01 – Adopt 2025 Poverty Exemption Guidelines
  - 1. Motion made by Baker: second by Moeggenborg: to approve the 2025 Poverty Exemption Guidelines as presented. All present Board members approved. Motion carried 5-0.
- d. Granger Community Clean Up Agreement – May 17, 2025
  - 1. Motion made by Moeggenborg: second by Best: to approve the agreement with Pine River and Granger for the Clean Up Day on May 17, 2025, as presented. All present Board members approved. Motion carried 5-0.
- e. Consideration of Solar Energy Facility Exemption Certificate from DTE
  - 1. Motion made by Moeggenborg: second by Baker: to approve the Solar Energy Facility Exemption Certificate Application from DTE as presented. Roll Call vote: Best: yes; Moeggenborg: yes; Beeson: yes; Whitmore: yes; Baker: yes. All present Board members approved. Motion carried 5-0.
- f. PC Software Update
  - 1. Motion made by Baker: second by Best: to approve the purchase and updates of PCs and software for Township needs. All present Board members approved. Motion carried 5-0.
- g. Approve 2025 Election Workers:
  - 1. Motion made by Moeggenborg: second by Baker: to approve PJ Hall, Diane Kirkey, Betty Apple, Caroline DeGraaf, Barb Lang, Jeff Sommerville, Kendra Overla, Kristina Eggenberger, Paula Comstock, Erin Humm, Jim Zigray, and Vicky Salisbury for the 2025 Election Season. All present Board members approved. Motion carried 5-0.
- h. Planning Commission recommendation to approve Battery Storage Ordinance:
  - 1. Motion made by Moeggenborg: second by Best: to support and approve the recommendation from the Planning Commission for Battery Storage Ordinance. Roll Call Vote: Best: yes; Moeggenborg: yes; Beeson: yes; Whitmore: yes; Baker: yes. All present Board members approved. Motion carried 5-0.

11. Announcements and Upcoming Meetings

- a. Board of Review Organization Meeting – March 4, 2025, at 8:00AM
- b. Board of Review – March 11 and 12, 2025
- c. Next Board Meeting – March 18, 2025

12. Adjournment:

- a. Motion made by Baker: second by Whitmore: to adjourn the meeting at 7:41PM. All present Board members approved. Motion carried 5-0.

Submitted by Andi Whitmore, Clerk

**PINE RIVER TOWNSHIP, GRATIOT COUNTY**

**RESOLUTON ADOPTING POVERTY EXEMPTION GUIDLEINES**

**RESOLUTION NO. 2025-01**

At a duly scheduled meeting of the Township Board of Pine River Township, Gratiot County, Michigan, held at the Township Hall, 1495 W. Monroe Rd., St. Louis, MI 48880 on the 18th day of February 2025, at 7:00 p.m.

PRESENT: Best, Moeggenborg, Beeson, Whitmore, Baker

ABSENT: Ø

The following resolution was offered by Baker and supported by Moeggenborg.

**WHEREAS** the adoption of guidelines for poverty exemptions is required of the Pine River Township Board; and

**WHEREAS** the principal residence of persons, who the Supervisor/Assessor and Board of Review determines by reasons of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or part from taxation under Public Act 390, 1994 (MCL211.7u); and

**WHEREAS**, pursuant to PA 390, 1994, Pine River Township, Gratiot County, Michigan adopts the following guidelines for the Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year.

To be eligible, a person shall do all the following on an annual basis:

- 1) Be an owner or and occupy as a homestead property for which an exemption is requested.
- 2) File Form 5737 Application for MCL 211.7u Poverty Exemption.
- 3) File Form 5739 Affirmation of Ownership and Occupancy to Remain Exempt by Reason of Poverty.
- 4) File all required additional documentation (such as federal/state income tax returns, including any property tax credit returns filed in the immediately preceding year or in the current year, with the supervisor or board of review.
- 5) Produce a valid drivers' license or other form of identification if requested.
- 6) Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested if requested.
- 7) Meet the federal poverty income standards as defined annually by the United States Office of Management and Budget.
- 8) The application for an exemption shall be filed after January 1, but before the day prior to the last day of the board of review.
- 9) The property in question contains enough acreage that at least one or more buildable lots could be split from the main parcel under the land division act, the township will count

the value of any additional parcel that could be split when calculating the applicant's total assets.

- 10) Total assets shall not be more than \$30,000.00.
- 11) Fixed assets shall be limited to one house and one vehicle for the claimant and no house and one vehicle for each adult person residing with claimant.

The following are the federal poverty income guidelines which are updated annually by the United States Department of Health and Human Services. The annual allowable income includes income for all persons residing in the principal residence.

**Federal Poverty Guidelines for 2025 Assessments**


Size of Family Unit	Poverty Guidelines
1	\$15,060
2	\$20,440
3	\$25,820
4	\$31,200
5	\$36,580
6	\$41,960
7	\$47,340
8	\$52,720
For each additional Person	\$5,380

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the supervisor/assessor and Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption.

ADOPTED.

YEAS: 5  
NAYS: 0  
ABSENT/ABSTAIN: 0

**RESOLUTION DECLARED ADOPTED**

  
\_\_\_\_\_  
Kevin Beeson, Pine River Township Supervisor

**CERTIFICATION**

STATE OF MICHIGAN     )  
   ) ss  
COUNTY OF GRATIOT    )

I, the undersigned, the duly qualified and acting Clerk of the Township of Pine River, Gratiot County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted at a duly scheduled meeting of the Township Board on the 18<sup>th</sup> day of February 2025.

  
\_\_\_\_\_  
Andi Whitmore, Pine River Township Clerk



# WASTE COLLECTION SERVICES AGREEMENT

## Community Clean Up

Thank you for choosing Granger Waste Services, Inc. for your waste handling needs. This Waste Collection Services Agreement, together with the attached Terms and Conditions and any applicable schedule, sets forth our agreement ("Agreement") for providing these services to you.

Customer: Pine River Township  
1495 W Monroe Road  
St Louis, MI 48880

Contact: Kevin Beeson  
kbeeson@pinerivertwp.org  
mobile 989-859-1754

Effective Date: 1/31/2025

Term: One (1) REL truck with two (2) Granger associates for May 17, 2025

Services & Rates: See Attachment A

Access: Granger is not responsible for any damage to pavement, asphalt, dirt/gravel, sidewalks, parking areas, lawn, landscaping or associated structures and sub-grade that may be caused directly or indirectly by Granger's equipment when utilizing a route deemed reasonably necessary to perform service.

Waste Acceptance Guidelines: See Attachment B

### Special Notes:

The undersigned Customer represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement.

### AGREED:

GRANGER WASTE SERVICES, INC.

By: Jami Anderson

Name: Jami Anderson

Title: Municipal Manager

Date: January 31, 2025

PINE RIVER TOWNSHIP

By: Kevin Beeson

Name: Kevin Beeson

Title: Supervisor

Date: 2/18/2025

Acceptance of services is agreement to Granger Waste Services Terms & Conditions.

# Application for Solar Energy Facility Exemption Certificate

Issued under authority of 2023 Public Act 108.

LOCAL GOVERNMENT UNIT USE ONLY	
Application No.	Date Received
STATE USE ONLY	
Application No.	Date Received

Read the instructions page before completing the form. This application should be filed after a Solar Energy District exists or simultaneously with a request to establish a district. The applicant must complete Parts 1, 2 and 3 and file the application form (with required attachments) with the clerk of the local governmental unit (LGU). This project will not receive tax benefits until approved by the State Tax Commission (STC). Applications received after September 29 may not be acted upon in the current year. This application is subject to audit by the STC.

PART 1: APPLICANT INFORMATION (applicant must complete all fields)			
Applicant (Company) Name (applicant must be the owner or lessee with the tax liability of the facility)			
DTE Electric Company			
Facility's Street Address	City	State	ZIP Code
9410 N Luce Rd	Alma	MI	48801
Name of City, Township or Village (taxing authority)		County	
Pine River Township		Gratiot	
<input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village			
Date of Commencement of the Project (mm/dd/yyyy)		Planned Date of Completion of the Project (mm/dd/yyyy)	
01/01/2023		04/21/2025	

PART 2: APPLICATION DOCUMENTS	
Prepare and attach the following items (see instructions):	
<input checked="" type="checkbox"/> Parcel number(s) of the real property where the qualified facility will be located.	<input checked="" type="checkbox"/> Warranty deed or other proof of ownership;
<input checked="" type="checkbox"/> Legal description of the real property where the qualified facility will be located.	<input checked="" type="checkbox"/> For a leased qualified facility, a copy of the lease agreement or other writing confirming that the lessee is liable for payment of the specific tax for the length of the certificate, and proof of that liability;
<input checked="" type="checkbox"/> A statement describing the facility and the proposed project that must include all of the following items: <ol style="list-style-type: none"> <li>i. General description of the qualified facility;</li> <li>ii. Proposed nameplate capacity (in megawatts);</li> <li>iii. Itemized list of facility components, including any on-site battery storage;</li> <li>iv. General description of the proposed use of the qualified facility;</li> <li>v. A description of the general nature and extent of the new construction;</li> <li>vi. A time schedule for undertaking and completing the qualified facility;</li> <li>vii. The proposed location of the qualified facility on the property (include drawings if necessary);</li> </ol>	<input checked="" type="checkbox"/> For a qualified facility located on leased real property or an easement, a copy of the memorandum of lease or memorandum of easement, which must confirm that the duration of any lease of the real property where the qualified facility is located, including all options to extend the duration of the lease, is equal to or exceeds the duration of the certificate.
	<input checked="" type="checkbox"/> Provide a statement that the applicant agrees to provide to the qualified local governmental unit an annual form as of December 31 of each year indicating the nameplate capacity in alternating current of the qualified facility, including any additions to the facility or retirements from the facility of any equipment during that year, or any other reporting requirements the State Tax Commission determines is necessary.
	<input checked="" type="checkbox"/> Provide a copy of the resolution establishing the Solar Energy District (if applicable).

PART 3: APPLICANT CERTIFICATION			
Name of Person Who Prepared the Application	Telephone Number	Email Address	
Andrea Augustine	(269) 329-9120	andrea.augustine@dteenergy.com	
Name of Contact Person	Telephone Number	Email Address	
Andrea Augustine	(269) 329-9120	andrea.augustine@dteenergy.com	
Name of Company Officer (No Authorized Agents)	Telephone Number	Email Address	
Patrick Lee	(313) 235-3434	patrick.lee@dteenergy.com	
Street Address	City	State	ZIP Code
1 Energy Plaza	Detroit	MI	48227

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 solar energy facility for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of 2023 Public Act 108 and to the best of his/her knowledge and belief, (s)he has compiled or will be able to comply with all the requirements thereof which are a prerequisite to the approval of the application by the local governing unit and the issuance of a Solar Energy Facility Exemption Certificate by the State Tax Commission.

Signature of Company Officer (No Authorized Agents)	Title	Date
	V.P. + Chief Tax Officer	1/15/25

<b>PART 4: ASSESSOR REVIEW</b> (assessor of LGU must complete Part 4)			
Estimated Assessed Value <b>80,000,000</b>		Estimated Taxable Value <b>80,000,000</b>	
Name of Local Government Body <b>Pine River Township</b>			
Name of Assessor (first and last name) <b>Douglas Merchant</b>		Telephone Number <b>989-681-5523</b>	Email Address <b>assessor@pinerivermi.gov</b>
I certify that, to the best of my knowledge, the information contained in Part 4 of this application is complete and accurate. I also understand my statutory requirements under Section 8(2) and Section 12 of the Solar Energy Facilities Taxation Act, 2023 Public Act 108.			
Assessor's Signature <b>Douglas Merchant</b>			Date <b>Jan 21, 2025</b>
<b>PART 5: LOCAL GOVERNMENT ACTION</b> (clerk of LGU must complete Part 5)			
Did the Local Governmental Unit Establish a Solar Energy District for this Project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Date the Solar Energy District was Established (if applicable) (mm/dd/yyyy)	
If a Solar Energy District was not established for this project, please explain: <b>Pine River Township does not require the creation of a Solar Energy District, as their Zoning Ordinance designates an area within the local government where a qualified facility can be located as a permitted or special use.</b>			
Application Action Taken by the Local Governmental Unit <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		Date the Resolution Approving or Denying the Application (mm/dd/yyyy) <b>2/18/25</b>	
School District where the Facility is Located <b>Alma Public Schools</b>		School District Code <b>29010</b>	
<b>PART 6: LOCAL GOVERNMENT CLERK CERTIFICATION</b> (clerk of LGU must complete Part 6)			
Clerk's Name (first and last) <b>Andi Whitmore</b>		Telephone Number <b>989-681-5523</b>	Email Address <b>clerk@pinerivermi.gov</b>
Mailing Address <b>1495 W. Monroe Rd.</b>	City <b>St. Louis</b>	State <b>MI</b>	ZIP Code <b>48880</b>
I certify that, to the best of my knowledge, the information contained in this application and attachments is complete and accurate and hereby request the State Tax Commission take the appropriate action as provided by the Solar Energy Facilities Taxation Act 2023 Public Act 108.			
Clerk's Signature <b>Andi Whitmore</b>			Date <b>2/18/25</b>

For faster service, the LGU should email the completed application and required documents to [PTE@michigan.gov](mailto: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

Application for Solar Energy Facilities Exemption Certificate

Pine River Solar Facility

DTE Electric Company ("DTE")

1. Parcel numbers of the real property where the qualified facility will be located- *See attached Exhibit A*
2. Legal description of the real property where the qualified facility will be located- *See attached Exhibit A*
3. The Project consists of photovoltaic (PV) solar panels with a generating capacity of approximately 80 megawatts (MW) located on land in Pine River Township, Gratiot County Michigan. The Facility is estimated to supply clean renewable energy for approximately 16,000 homes. The Project will be co-located with the existing Pine River Wind Park.

The following describes the Facility components shown on the Site Plans attached as *Exhibit B*.

A detailed list of components is attached as *Exhibit F*.

**Solar Array-** DTE uses a single axis tilt photovoltaic solar panel array mounted on racking systems in rows aligned north to south that tilt from east to west slowly during daylight hours, tracking the movement of the sun. The Facility has 186,678 solar modules, 22 inverters and 2,389 racking rows (single axis racking system).

The Facility is illustrated in the Site Plans attached as *Exhibit B*. The solar arrays are surrounded by a seven (7) foot high perimeter fence to restrict unauthorized access, as required by federal regulations.

**Electrical Collection System-**The power generated by the solar array will be collected and conveyed to the existing Pine River Wind Park substation by an underground electrical power collection system. The collection system includes buried cables and fiber-optic communication lines, above ground pad-mounted transformers, and junction boxes. Generally, the solar modules produce Direct Current (DC) electricity which travels to the pad-mounted inverter transformers where the DC electricity is converted into Alternating Current (AC). The inverters then step-up the AC electrical voltage, often referred to as medium voltage, and the power flows to the substation via the underground collection lines.

**Substation-** DTE will use the existing substation for the Pine River Wind Park for the Project. In addition to collecting and interconnecting the generation from the existing Pine River Wind Park, the substation will also collect the generation by the solar array transformers and step up the voltage of the solar generated electricity to deliver to the interconnection. The existing substation will be modified by adding two new breakers and bays, a capacitor bank, and a capacitor bank breaker. Three new 34.5 kV collection lines will be tied into the new breakers to support the 80 MW AC/100.8 MW DC project. The existing substation yard footprint will remain

the same size except for an additional approximately 45'x50' area near the northeast corner of the existing substation yard. Earthwork and grading was performed around the substation yard expansion in the northeast corner. The substation is positioned adjacent to an existing electric transmission line, which eliminates the necessity of overhead electric transmission lines for this Project.

Internal Access Roads- DTE will install twelve (12) foot wide gravel access roads. The gravel access roads are designed to accommodate emergency vehicles in the case of a fire or emergency onsite and DTE's routine maintenance of the Facility.

Construction timeline- Construction of the facility began on 01/01/2023 and major construction has been completed. Commissioning and testing is currently underway, with a planned in service date of 01/21/2025, substantial completion planned for 02/28/2025 and COD planned for 04/21/2025. A map of the qualified facility is attached as **Exhibit B**.

4. Warranty deed for the DTE-owned parcel (PIN 12-070-019-00) is attached as **Exhibit C**.
5. Redacted easements for the properties on which DTE has easements are attached in **Exhibit D**.
6. DTE agrees to provide to the qualified local governmental unit (Pine River Township) an annual form as of December 31 of each year indicating the nameplate capacity in alternating current of the qualified facility, including any additions to the facility or retirements from the facility of any equipment during that year, or any other reporting requirements the State Tax Commission determines is necessary.
7. Pine River Township does not require the creation of a Solar Energy District, as their Zoning Ordinance (excerpt provided in **Exhibit E**) designates an area within the local government where a qualified facility can be located as a permitted or special use.

Parcel Number	Owner Name	Property Address	Legal Descriptiop (Tax Card)	Easement Type
12-004-013-00	BEBOW BROTHERS LLC	N LUCE (11000) RD, ALMA, MI 48801	M OF LC L 577 P 489 PA 116 L 744 P 488 CONTRACT NO 29-14262-123119 S 1/2 OF SW 1/4 EX THAT PART LYING W OF RR ROW, ALSO EX ALL THAT PART LYING E'LY OF & ADJACENT TO A LINE 150 FT W'LY OF MEASURED AT RT ANGLES, & PARALLEL TO THE SURVEY LINE OF HWY US	Collection Line
12-004-013-10	BEBOW BROTHERS LLC	N LUCE (11000) RD, ALMA, MI 48801	WD L 439 P 79 PA 116 L 850 P 1107 CONTRACT NO 29-15588-123149 ALL THAT PART OF S 1/2 OF SW 1/4 LYING W OF RR ROW, SEC 4-12-3.	Collection Line
12-009-007-01	BEBOW BROTHERS LLC	W JEFFERSON (3000) RD, ALMA, MI 48801	M OF LC L 577 P 489 PA 116 L 875 P 218 CONTRACT NO 29-14263-123159 THAT PART OF E 1/2 OF NW 1/4 & E 1/2 OF SW 1/4 LYING W'LY OF HWY US 27 & EX THAT PART W OF RR ROW SEC 9-12-3. . FOR 2002 ALL OF 009-007-00 & 009-007-10	Collection Line
12-008-001-20	BEBOW BROTHERS LLC	10961 N LUCE RD ALMA, MI 48801	WD L 492 P 326 COM AT NE COR OF SEC, TH W 250 FT, S 325 FT, E 250 FT, N 325 FT TO POB, SEC 8-12-3. 1.86 A.	Collection Line
12-005-009-01	DICKMAN, MARIETTA	11103 N LUCE RD, ALMA, MI 48801	PA 116 L 433 P 996 CONTRACT NO 29-15987-123199 S 1/2 OF SE 1/4, EX COM AT THE SW COR OF THE S 1/2 OF THE SE 1/4, TH E 240 FT, N 400 FT, W 240 FT, S 400 TO POB. SEC 5-12-3. 77.8 A. SPLIT ON 09/11/2007 INTO 12-005-009-01, 12-005-009-10;	Collection Line
12-070-018-00	HARTSELL, KATHERINE J	3798 W JEFFERSON RD, ALMA, MI 48801	VILLAGE OF FOREST HILL LOTS 5, 6, & 7, BLK H.	Collection Line
12-020-010-15	KOVACH, GORDON	8510 N WINANS RD, ALMA, MI 48801	BEG AT W 1/4 COR OF SEC, TH E 525.06 FT, S 213.18 FT, W 475.06 FT, N 26.72 FT, W 50.01 FT, N 186.46 FT TO POB, SEC 20-12-3. 2.54 A M/L. . SPLIT FOR 2004 OF 020-010-10	Collection Line
12-016-007-01	MILLS, RICHARD N & JANET K TRUST	9000 N LUCE RD, ALMA, MI 48801	PA 116 L 1020 P 1213 CONTRACT NO 29-14260-123119 S 61 A OF W 1/2 OF NW 1/4 EX E 33 FT, ALSO EX COM AT THE W 1/4 COR OF SEC 16, TH E 553.26 FT TO POB, TH N 600 FT, TH E 750 FT, TH S 600 FT, TH W 750 FT TO POB ALONG WITH AN EASEMENT	Collection Line
12-020-009-00	MILLS, RON	8700 N WINANS RD, ALMA, MI 48801	S 1/2 OF NW 1/4 SEC 20-12-3. 80 A.	Collection Line
12-016-016-10	MOORE, DANEEN K	3795 W WOOD ST, ALMA, MI 48801	WD L 608 P 1085 COM 20 RDS S & 40 RDS E OF NW COR OF SEC, TH S 18 RDS, E 28 RDS N 20 RDS, E 8 RDS, N 18 RDS, W 22 RDS, S 20 RDS, W 14 RDS TO BEG, SEC 16-12-3.	Collection Line

12-016-024-00	ALLEN, MICHAEL J & KATRINA JO	3694 W MADISON RD, ALMA, MI 48801	SE 1/4 OF SW 1/4 EX A STRIP OF LAND 300 FT IN WIDTH E'LY OF LAND ADJACENT TO A LINE 150 FT W'LY MEASURED AT RT ANGLES & PARALLEL TO SURVEY LINE OF HWY US 27 RELOCATED, SEC 16-12-3.	Easement
12-016-026-00	ALLEN, MICHAEL J & KATRINA JO	3000 W MADISON RD, ALMA, MI 48801	NE 1/4 OF SW 1/4 EX W 33 FT, ALSO EX ALL THAT PART LYING E'LY OF & ADJACENT TO A LINE 150 FT W'LY MEASURED AT RT ANGLES & PARALLEL TO SURVEY LINE OF HWY US 27 RELOCATED SEC 16-12-3.	Easement
12-021-006-00	ALLEN, MICHAEL J & KATRINA JO	3000 W MADISON RD, ALMA, MI 48801	ALL THAT PART OF NE 1/4 OF NW 1/4 OF SEC 21 WHICH LIES W'LY OF A LINE 150 FT W'LY OF, MEASURED AT RT ANGLES & PARALLEL TO A LINE DESC AS - COM AT A PT ON THE N LINE OF SEC 140.58 FT W OF N 1/4 COR, TH S 599.05 FT TO THE PT OF CURVATURE OF A 2864.79 FT	Easement
12-008-001-01	BEBOW BROTHERS LLC	N LUCE (10000) RD VAC, ALMA, MI 48801	PA 116 L 892 P 677 # 29-62824-123159. NE 1/4 OF NE 1/4, EX COM AT NE COR OF SEC, TH W 250 FT, S 325 FT, E 250 FT, N 325 FT TO POB SEC 8-12- 3. 38.14 A. COMB OF 008-001-00 & 008-001-10 FOR 2010	Easement
12-008-002-00	BEBOW BROTHERS LLC	10605 & 10645 N LUCE RD, ALMA, MI 48801	WD L 439 P 79 PA 116 L 850 P 1105 CONTRACT NO 29-15589-123149 S 1/2 OF NE 1/4 SEC 8-12- 3 80 A.	Easement
12-008-003-50	BEBOW BROTHERS LLC	W ADAMS (4000) RD, ALMA, MI 48801	PA 116 L 956 P 505 CONTRACT NO 29-60145- 123193 NW 1/4 OF NE 1/4 & N 1/2 OF NW 1/4 EX W 863.52 FT, & EX COM 863.52 FT E OF NW COR OF SEC, TH E 362 FT, S 384.56 FT, W 362 FT, N 384.56 FT TO POB, SEC 8-12-3. 90.65 A M/L. AG AFFIDAVIT RECORDED IN L 742 P	Easement
12-008-006-00	BEBOW BROTHERS LLC	W ADAMS (5000) RD, ALMA, MI 48801	WD L 439 P 79 PA 116 L 624 P 623 CONTRACT NO 29-15589-123149 SE 1/4 OF NW 1/4 SEC 8- 12-3 40 A.	Easement
12-019-011-00	DEFEVER, FRANK J	5508 W MONROE RD, ALMA, MI 48801	E 25 A OF S 1/2 OF SW 1/4 & E 35 A OF N 1/2 OF SW 1/4 SEC 19-12-3. 60 A.	Easement
12-017-015-00	HOLLABAUGH, LINDA K	9000 N ENNIS RD, ALMA, MI 48801	PA 116 L 1016 P 328 CONTRACT NO 29-26477A- 123180 W 50 A OF S 100 A OF SE 1/4 EX A PARCEL 16 RDS N & S BY 20 RDS E & W IN SW COR, SEC 17-12-3. 48 A.	Easement
12-019-012-00	KEMLER, DALE & CYNTHIA; KEMLER, DAVID & JACALYN; KELER, JOHN & KRSTINE	8289 N WINANS RD, ALMA, MI 48801	DEED L 500 P 1264 PA 116 L 725 P 205 CONTRACT NO 29-50032-123109 SE 1/4 EX 6 RDS N & S BY 27 RDS 5 1/2 FT E & W OUT OF NE COR, & EX A PARCEL 264 FT N & S BY 264 FT E & W IN SE COR, SEC 19-12-3. 157.38 A. . LIFE ESTATE RESERVED IN DEED L 699 P 882	Easement
12-019-004-00	LENTZ, LEE	5565 W MADISON RD, ALMA, MI 48801	E 1/2 OF NW 1/4 & NW 1/4 FRL OF NW 1/4 FRL SEC 19-12-3. 121.71 A.	Easement

12-019-008-00	LENTZ, LEE	N RICH (8000) RD, ALMA, MI 48801	COM AT A PT 31 CHS 14 LKS N OF SW COR OF SEC, TH E 23 CHS 36 LKS, N 8 CHS 86 LKS, W 23 CHS 36 LKS, S 8 CHS 86 LKS TO BEG, SEC 19-12-3. 20.69 A.	Easement
12-021-010-00	MILLER, JAMES G - TRUSTEE	8000 N LUCE RD, ALMA, MI 48801	WD L 481 P 1298 SW 1/4 OF NW 1/4 EX RR & NW 1/4 OF SW 1/4 EX RR & EX COM AT SW COR OF NW 1/4 OF SW 1/4, TH E 400 FT, N 300 FT, W 400 FT, S 300 FT TO POB, SEC 21-12-3.	Easement
12-020-005-00	MILLER, JUDITH H - TRUST	N LUCE/N ENNIS, ALMA, MI 48801	WD L 556 P 1088 PA 116 L 559 P 1368 CONTRACT NO 29-29031A-123101 S 1/2 OF NE 1/4 EX S 1056 FT OF W 330 FT, SEC 20-12-3. 72 A.	Easement
12-021-008-00	MILLER, JUDITH H - TRUST	W MADISON/N LUCE RD, ALMA, MI 48801	WD L 480 P 567 NW 1/4 OF NW 1/4 EX RR SEC 21-12-3 39 A.	Easement
12-020-001-00	MILLER, JUDITH H - TRUSTEE	N LUCE/W MADISON, ALMA, MI 48801	WD L 482 P 386 N 1/2 OF NE 1/4 EX COM 88.8 FT W & 33 FT S OF NE COR, TH W 163 FT, S 231 FT, E 163 FT, N 231 FT TO BEG, ALSO EX COM 16 RDS S & 84.95 FT W OF NE COR TO PLACE OF BEG, TH S 147 FT, W 294 FT, N 147 FT, E 294 FT TO BEG	Easement
12-070-019-00	FREE BIRD, LLC	W JEFFERSON (3000) RD, ALMA, MI 48801	WD L 465 P 1084 VILLAGE OF FOREST HILL LOT 8, BLK H.	Purchase

# PINE RIVER SOLAR

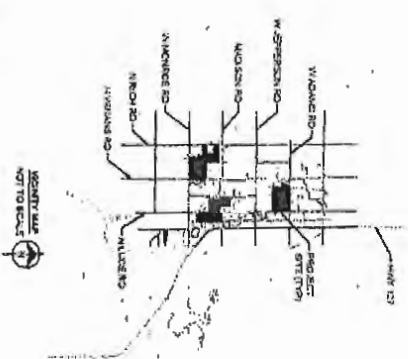
## SPECIAL USE PERMIT

BING PORTIONS OF SECTIONS 8, 15, 17, 19, 20, AND 21, PINE RIVER TOWNSHIP,  
COUNTY OF GRATOT, STATE OF MICHIGAN

09/23/2022  
PROJECT NO: 198097



NO.	DRAWING NUMBER	TITLE
0001	CONVEY & CO2	
0002	NET PLAN	
0003	SITE PLAN	
0004	GRID PLAN	
0005	SITE PLAN	
0006	SITE PLAN	
0007	ROAD IMPROVEMENT PROPOSAL DETAILS	
0008	GRID PLAN	
0009	TOPOGRAHY SITE PLAN	
0010	LANDSCAPE PLAN	



1. CONSULT A REGISTERED GEOTECHNICAL ENGINEER AND REGISTERED CIVIL ENGINEER TO DETERMINE ALL DESIGN LOADS AND SOIL CONDITIONS AT THE SITE.
2. PROVIDE AND SUBMIT ALL NECESSARY PERMITS TO THE LOCAL JURISDICTIONS WITHIN THE PROJECT SITE.

SITE DATA  
EXISTING TOWNSHIP: ADRIAN TOWNSHIP

NEAREST LOCATION  
LATITUDE: 42° 34' 27" N  
LONGITUDE: 84° 11' 31" W

OWNER: BURNS MEDONNELL  
14433 BURNING WOOD DRIVE  
KAYAKA CITY, MI 48143  
BURNS MEDONNELL, INC.  
14433 BURNING WOOD DRIVE  
KAYAKA CITY, MI 48143  
P: 313.724.4288

OWNER:  
BURNS MEDONNELL COMPANY  
ONE EIGHTY FIVE PLAZA  
KAYAKA, MI 48143  
TEL: 313.724.4288

**FOR PERMITTING PURPOSES ONLY**

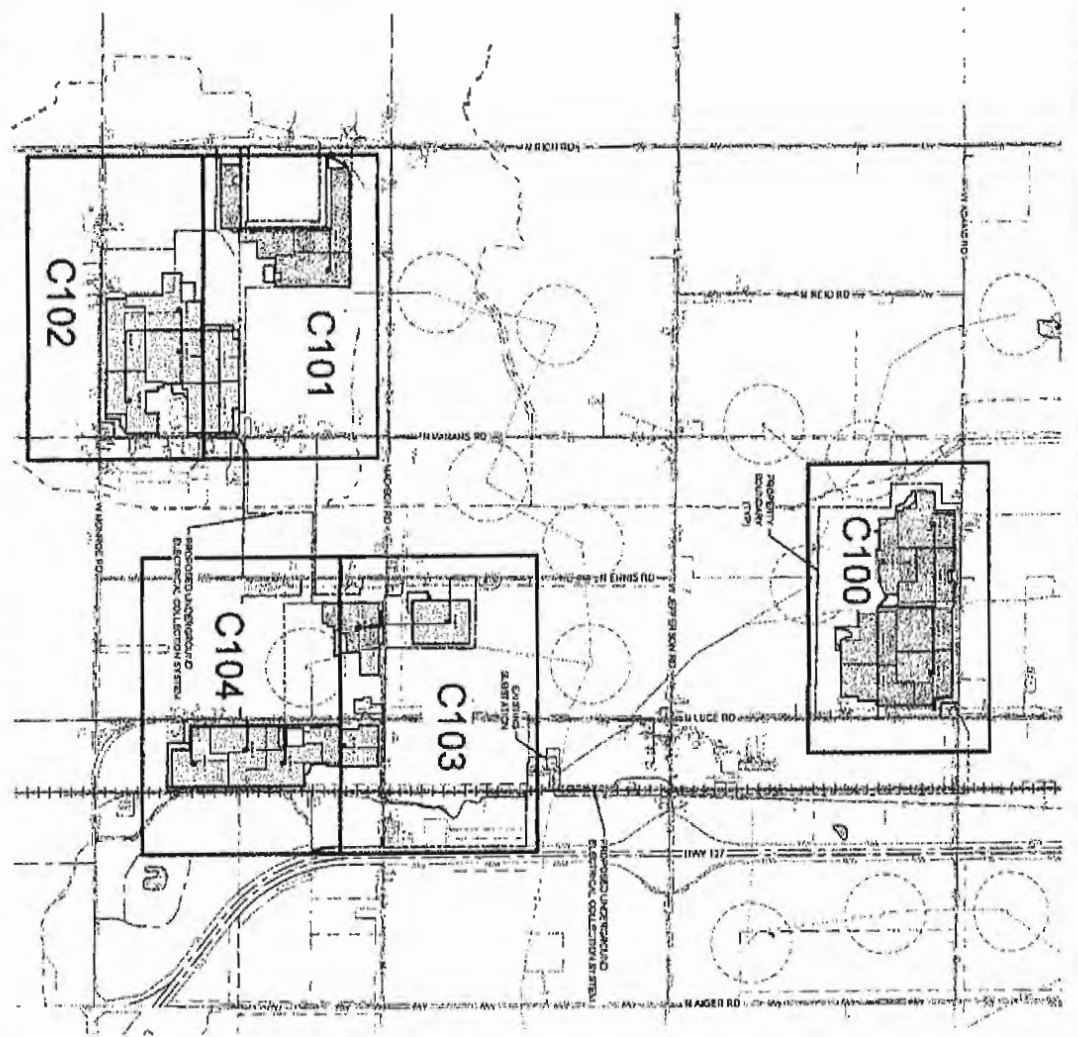
NO.	DATE	BY	REVISION	DATE	BY	REVISION
001	09/23/2022	J. DOWELL	ISSUE			
002	09/23/2022	K. CALVERT	ISSUE			
003	09/23/2022					
004	09/23/2022					
005	09/23/2022					
006	09/23/2022					
007	09/23/2022					
008	09/23/2022					
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049	09/23/2022					
050	09/23/2022					

**BURNS MEDONNELL**  
14433 BURNING WOOD DRIVE  
KAYAKA CITY, MI 48143  
BURNS MEDONNELL, INC.  
14433 BURNING WOOD DRIVE  
KAYAKA CITY, MI 48143  
P: 313.724.4288

DESIGNED BY: J. DOWELL

DRAWN BY: K. CALVERT

**DTE**



- LEGEND**
- PROPOSED SCHEDULE
  - EXISTING BASEMENT
  - EXISTING REINFORCED CONCRETE
  - EXISTING TRANSMISSION LINE
  - NEW WALKWAY
  - NEW WALKWAY CONC
  - SPERMATOPHYTES
  - EXISTING CONC
  - OPEN USE SPACE
  - UNDERGROUND ELECTRICAL COLLECTION SYSTEM
  - ADJ. AREA
  - SOIL ASBESTOS
  - WELL/LAKE
  - EXISTING VEGETATION
  - RESIDUAL PROPOSED
  - PROPOSED VEGETATION



DATE	BY	DESCRIPTION
08/17/2011	MAC	ISSUED FOR SPECIAL USE REVIEW
08/17/2011	MAC	ISSUED FOR REVIEW
08/17/2011	MAC	ISSUED FOR REVIEW
08/17/2011	MAC	ISSUED FOR REVIEW

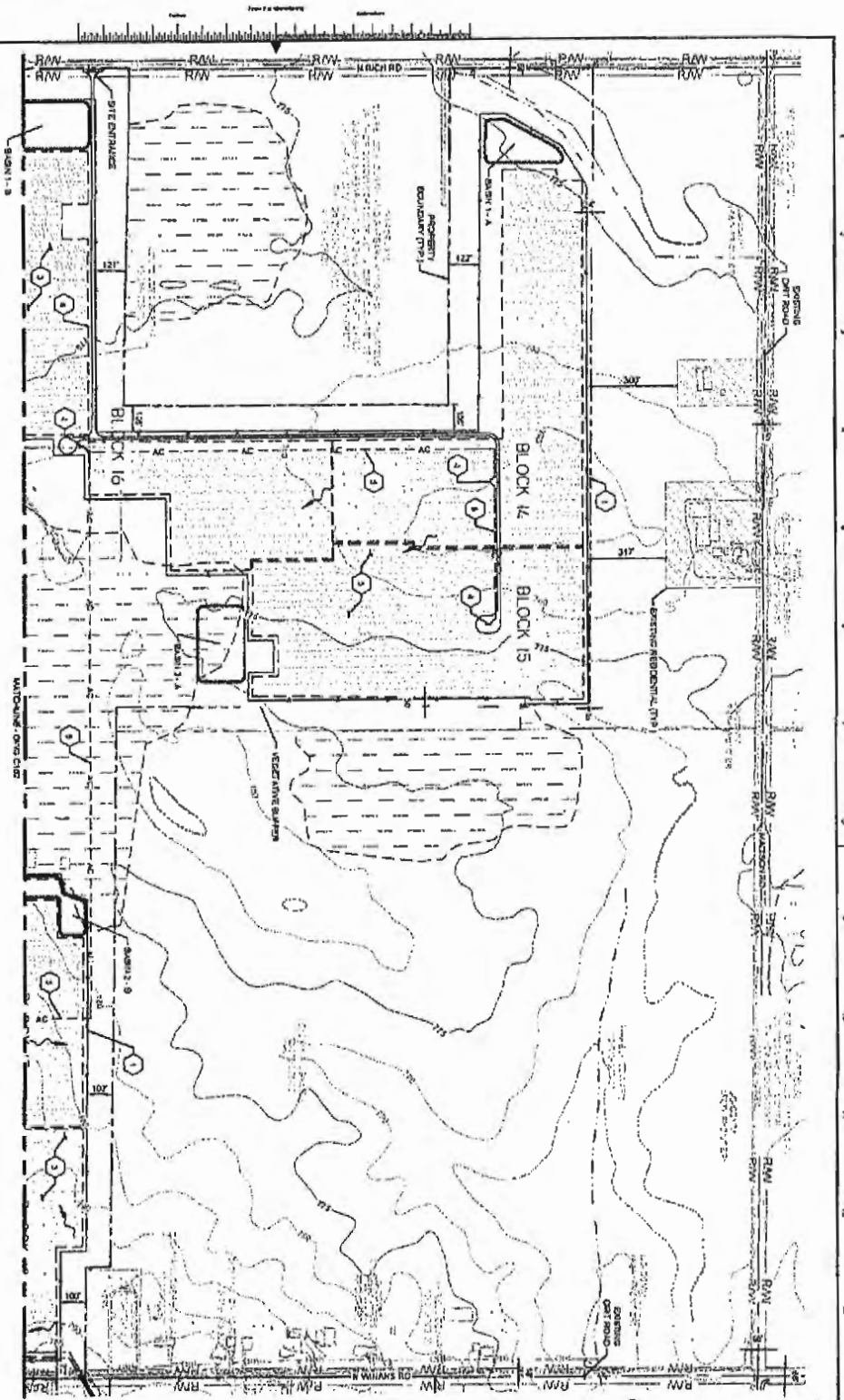
DATE	BY	DESCRIPTION

**BURNS & MCDONNELL**  
 ARCHITECTS  
 2145 S. 10th St.  
 Suite 100  
 Lincoln, NE 68502

**DTE**

**FOR PERMITTING PURPOSES ONLY**





1. GRADING SHALL COMPLY WITH SLOPES OF 3% OR GREATER TO AVOID WATER POOLING AND TO BE PROTECTED BY A 2' HIGH CURB.
2. TOPSOIL SHALL BE REPLACED TO ORIGINAL DEPTH AND COMPOSED OF 10% ORGANIC MATTER AND 90% MINERAL SOILS. TOPSOIL SHALL BE APPLIED TO ALL AREAS OF REMOVED VEGETATION TO A MINIMUM OF 2" DEPTH.
3. TOPSOIL SHALL BE REPLACED TO ORIGINAL DEPTH AND COMPOSED OF 10% ORGANIC MATTER AND 90% MINERAL SOILS. TOPSOIL SHALL BE APPLIED TO ALL AREAS OF REMOVED VEGETATION TO A MINIMUM OF 2" DEPTH.
4. KNOWLEDGE ENGINEERS WILL VERIFY THE SOILS ARE WORTH RECORDING IF NOT PERMITTED BY THE LOCAL HEALTH DEPARTMENT.

1. SLOPE
2. TYPICAL REINFORCED CONCRETE
3. SEE DETAIL 1, DWG C101
4. SEE DETAIL 1, DWG C101
5. SEE DETAIL 1, DWG C101
6. SEE DETAIL 1, DWG C101
7. SEE DETAIL 1, DWG C101
8. SEE DETAIL 1, DWG C101
9. SEE DETAIL 1, DWG C101
10. SEE DETAIL 1, DWG C101

1. SLOPE
2. TYPICAL REINFORCED CONCRETE
3. SEE DETAIL 1, DWG C101
4. SEE DETAIL 1, DWG C101
5. SEE DETAIL 1, DWG C101
6. SEE DETAIL 1, DWG C101
7. SEE DETAIL 1, DWG C101
8. SEE DETAIL 1, DWG C101
9. SEE DETAIL 1, DWG C101
10. SEE DETAIL 1, DWG C101

1. SLOPE
2. TYPICAL REINFORCED CONCRETE
3. SEE DETAIL 1, DWG C101
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5. SEE DETAIL 1, DWG C101
6. SEE DETAIL 1, DWG C101
7. SEE DETAIL 1, DWG C101
8. SEE DETAIL 1, DWG C101
9. SEE DETAIL 1, DWG C101
10. SEE DETAIL 1, DWG C101

1. SLOPE
2. TYPICAL REINFORCED CONCRETE
3. SEE DETAIL 1, DWG C101
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5. SEE DETAIL 1, DWG C101
6. SEE DETAIL 1, DWG C101
7. SEE DETAIL 1, DWG C101
8. SEE DETAIL 1, DWG C101
9. SEE DETAIL 1, DWG C101
10. SEE DETAIL 1, DWG C101

1. SLOPE
2. TYPICAL REINFORCED CONCRETE
3. SEE DETAIL 1, DWG C101
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6. SEE DETAIL 1, DWG C101
7. SEE DETAIL 1, DWG C101
8. SEE DETAIL 1, DWG C101
9. SEE DETAIL 1, DWG C101
10. SEE DETAIL 1, DWG C101

0	PREPARED FOR SPECIAL USE PERMIT
1	DESIGNED FOR REVIEW
2	DESIGNED FOR REVIEW
3	DESIGNED FOR REVIEW
4	DESIGNED FOR REVIEW
5	DESIGNED FOR REVIEW
6	DESIGNED FOR REVIEW
7	DESIGNED FOR REVIEW
8	DESIGNED FOR REVIEW
9	DESIGNED FOR REVIEW
10	DESIGNED FOR REVIEW

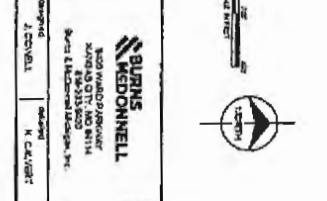
NO.	DATE	BY	DATE

DATE: 10/11/2024  
 TIME: 10:30 AM  
 PROJECT: DTE  
 SHEET: C101 - D

FOR PERMITTING PURPOSES ONLY

**BURNS & MCDONNELL**  
 1100 W. WASHINGTON AVENUE  
 SUITE 100  
 CHICAGO, IL 60606  
 TEL: 312.329.1100  
 FAX: 312.329.1101  
 WWW.BURNSANDMCDONNELL.COM

DESIGNED BY: J. DEWELL  
 CHECKED BY: K. CALVERT



**DTE**

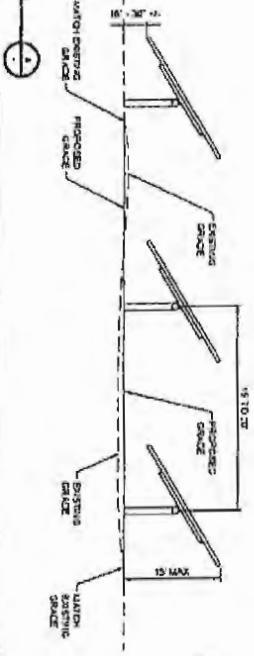
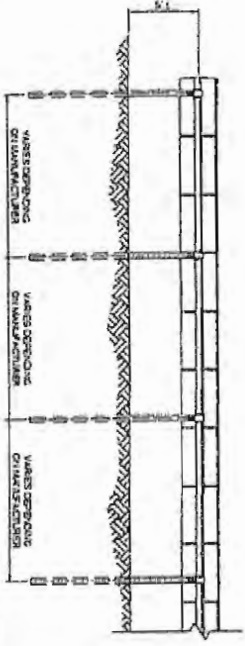
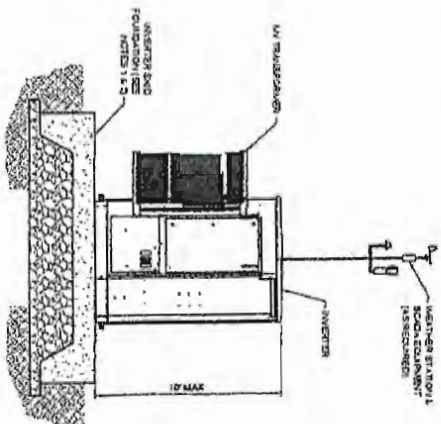
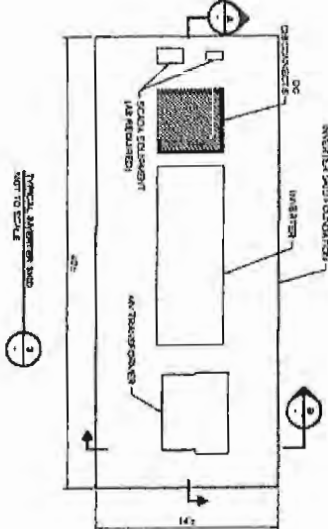
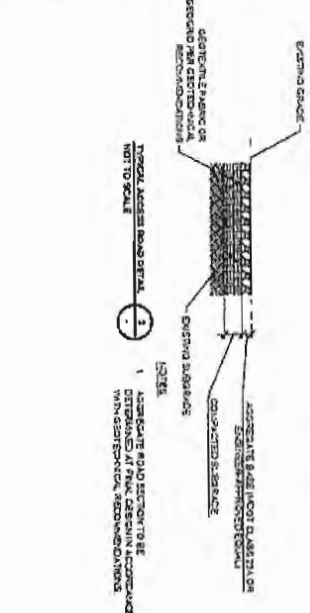
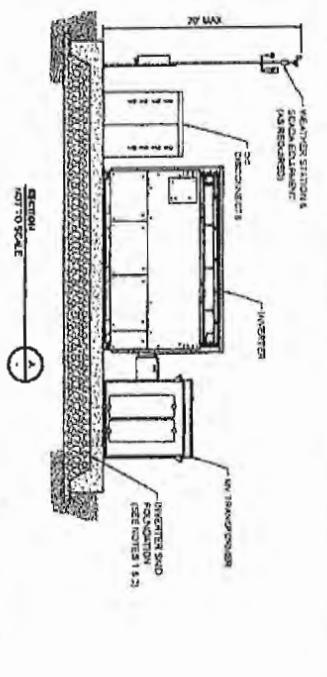
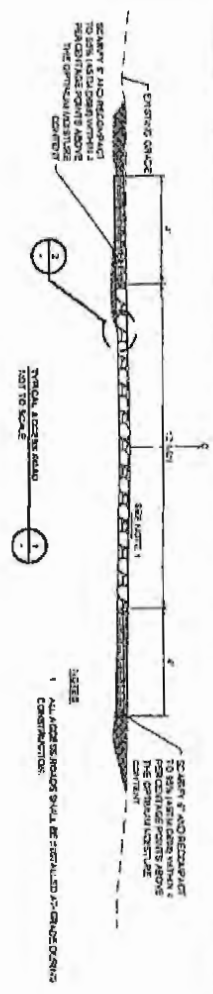
DATE: 10/11/2024  
 TIME: 10:30 AM  
 PROJECT: DTE  
 SHEET: C101 - D

FOR PERMITTING PURPOSES ONLY









**NOTE:**  
 1. DETAILS OF THE DRAWING ARE CONCEPTUAL ONLY.  
 2. FOUNDATION AND EQUIPMENT CONFIGURATION SUBJECT TO CHANGE DURING DETAILED DESIGN.

**FOR PERMITTING PURPOSES ONLY**

**DTE**

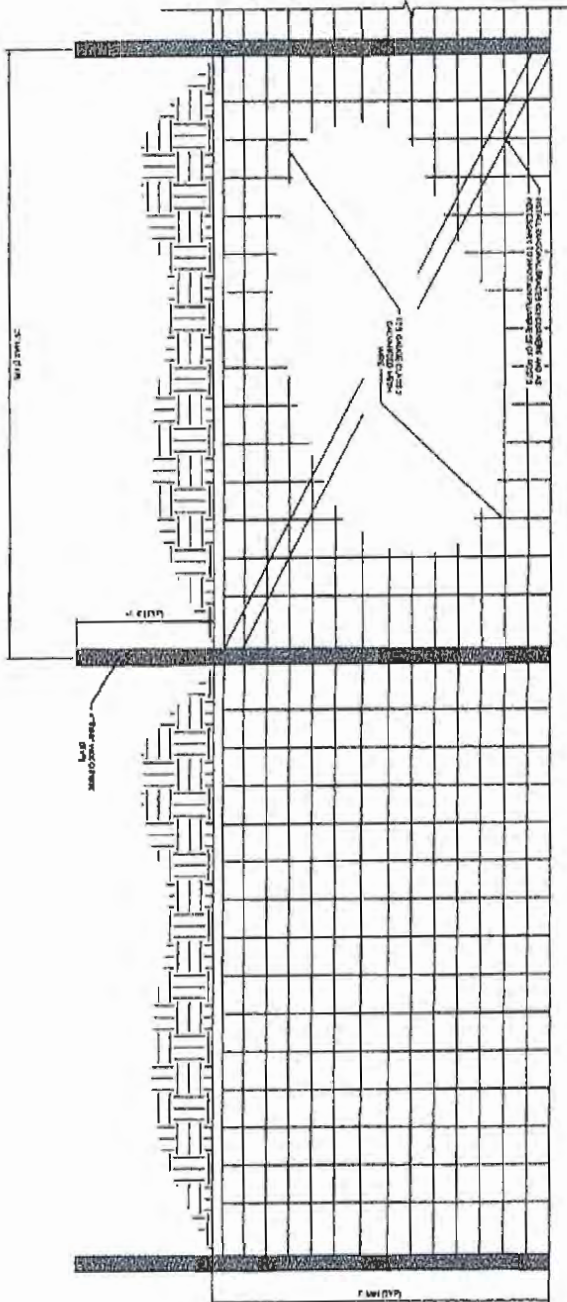
INVESTOR: DTE ENERGY SERVICES, INC.  
 PROJECT: RENO, NEVADA, 1.75 MW PV SYSTEM  
 DRAWING NO: C105 - D

NO.	REV.	DATE	BY	CHKD.	DESCRIPTION
0	ISSUED FOR PERMIT				
1	ISSUED FOR PERMIT				
2	ISSUED FOR PERMIT				
3	ISSUED FOR PERMIT				
4	ISSUED FOR PERMIT				
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7	ISSUED FOR PERMIT				
8	ISSUED FOR PERMIT				
9	ISSUED FOR PERMIT				
10	ISSUED FOR PERMIT				

**BURNS & MCDONNELL**  
 CONSULTING ENGINEERS  
 1000 W. WASHINGTON ST., SUITE 100  
 LAS VEGAS, NV 89102  
 PHONE: (702) 735-1100  
 FAX: (702) 735-1101  
 WWW: WWW.BURNSANDMCDONNELL.COM

**DTE**

INVESTOR: DTE ENERGY SERVICES, INC.  
 PROJECT: RENO, NEVADA, 1.75 MW PV SYSTEM  
 DRAWING NO: C105 - D



1 SECURITY FENCE DETAIL

- GENERAL NOTES**
1. FINAL DESIGN OF FENCE TO BE DETERMINED.
  2. CONTRACTOR TO PROVIDE SHOWN DIMENSIONS OF FENCE TO BE APPROVED PRIOR TO CONSTRUCTION.
  3. ALL POSTS TO BE PLACED IN ALL DIRECTIONS.
  4. INSTALL STAKE/STAPLES TO THE POSTS EVERY 1'-0" INTERVALS.
  5. OVERLAP STAKE/STAPLES TO BE INSTALLED AS INDICATED TO KEEP POSTS FROM MOVING/POUNCE UP/TURN OVER.
  6. FENCE PILES TO BE TIGHTENED TO TENSILE STRESS.

NO.	DATE	BY	REV.	DESCRIPTION
0	08/20/20	JTD		ISSUED FOR PERMIT AND REVIEW
1	08/20/20	JTD		ISSUED FOR REVIEW
2	08/20/20	JTD		ISSUED FOR REVIEW
3	08/20/20	JTD		ISSUED FOR REVIEW
4	08/20/20	JTD		ISSUED FOR REVIEW

**BURNS & MCDONNELL**  
 1400 W. 10TH AVENUE  
 SUITE 100  
 DENVER, CO 80202  
 PHONE: 303.733.1100  
 FAX: 303.733.1101  
 WWW: BURNSANDMCDONNELL.COM

**DTE**  
 FOR PERMITTING PURPOSES ONLY

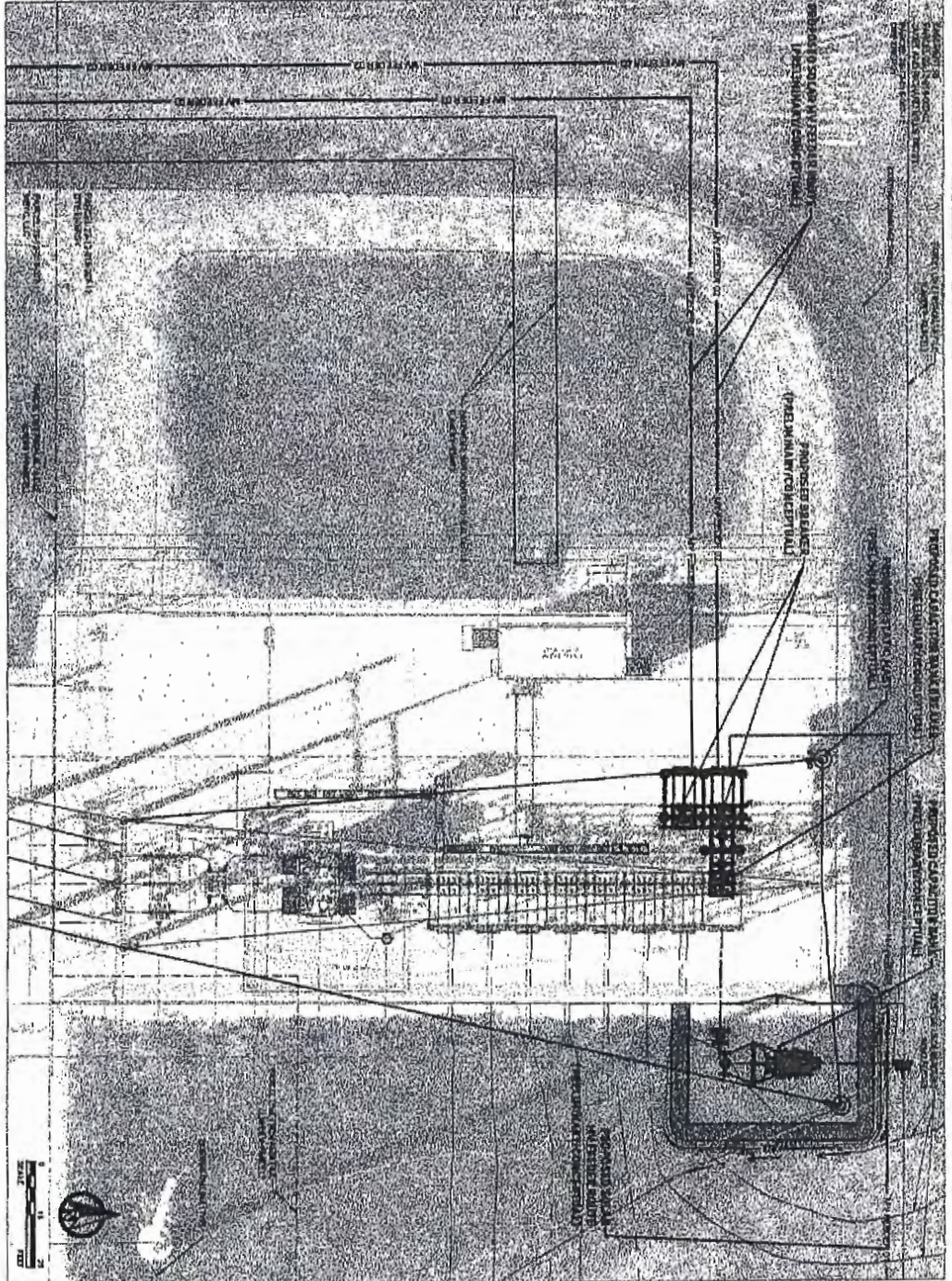


DATE: 08/20/20  
 PROJECT: C106  
 SHEET: 1 OF 1  
 DRAWN BY: JTD  
 CHECKED BY: JTD  
 APPROVED BY: JTD









1	2023-06-22	FINAL GENERAL OVERVIEW - BUILDING FOOTPRINTS AND UTILITY LINES	NAC	NAC	-	-	-
2	2023-06-22	FINAL GENERAL OVERVIEW - CONCEPT FOR DISCUSSION PURPOSES ONLY	NAC	NAC	-	-	-
3	2023-06-22	FINAL GENERAL OVERVIEW - CONCEPT FOR DISCUSSION PURPOSES ONLY	NAC	NAC	-	-	-
4	2023-06-22	FINAL GENERAL OVERVIEW - CONCEPT FOR DISCUSSION PURPOSES ONLY	NAC	NAC	-	-	-
REV.	DATE	DESCRIPTION	BY	CHKD	APP'D	DATE	REVISION

CLIENT  
**DETROIT ELECTRIC COMPANY (DEC)**  
 1 ENERGY PLAZA  
 DETROIT, MI 48226

DATE  
 2023-06-22

DRAWN BY  
 NAC

CHECKED BY  
 NAC

PROJECT NO.  
 220099

**Barton**  
**Malow**

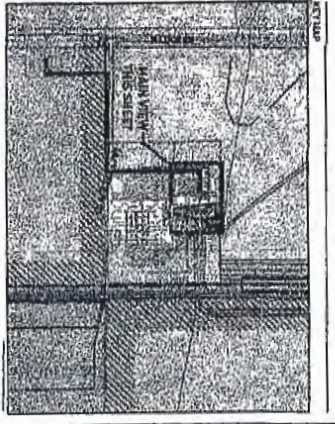
PROJECT  
**PIKE RIVER SOLAR PROJECT**  
 -3450 NORTH LUCE ROAD  
 ALMA, MICHIGAN 48801 (GRATIOT COUNTY)

TITLE  
**OTE PROPERTY OVERVIEW**  
 PRELIMINARY - FOR DISCUSSION PURPOSES ONLY

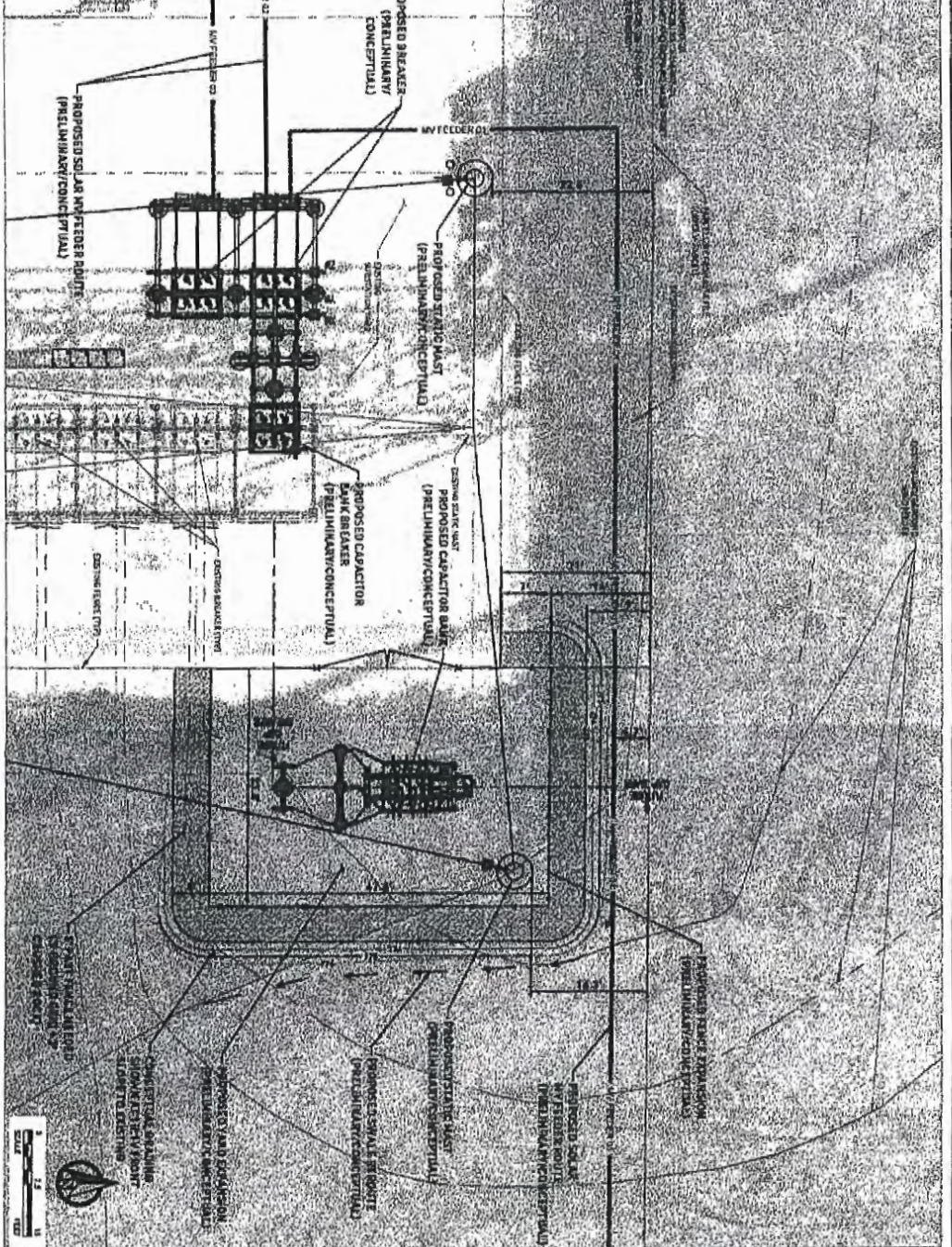
PROJECT NO.  
 220099

SHEET NO.  
 0

TOTAL SHEETS  
 2



NOTES  
 1. THIS PLAN IS FOR DISCUSSION PURPOSES ONLY.  
 2. THIS PLAN IS NOT TO BE USED FOR CONSTRUCTION.  
 3. THIS PLAN IS NOT TO BE USED FOR PERMITS.  
 4. THIS PLAN IS NOT TO BE USED FOR FINANCING.  
 5. THIS PLAN IS NOT TO BE USED FOR LEGAL PURPOSES.  
 6. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES.



NO.	DATE	DESCRIPTION	BY	CHKD.
2024-09-11	2024-09-11	PRELIMINARY/CONCEPTUAL - DESIGN FOR CONSTRUCTION PERMISSIVE ONLY	MAC	MAC
2024-09-11	2024-09-11	PRELIMINARY/CONCEPTUAL - DESIGN FOR CONSTRUCTION PERMISSIVE ONLY	MAC	MAC
2024-09-11	2024-09-11	PRELIMINARY/CONCEPTUAL - DESIGN FOR CONSTRUCTION PERMISSIVE ONLY	MAC	MAC
2024-09-11	2024-09-11	PRELIMINARY/CONCEPTUAL - DESIGN FOR CONSTRUCTION PERMISSIVE ONLY	MAC	MAC
2024-09-11	2024-09-11	PRELIMINARY/CONCEPTUAL - DESIGN FOR CONSTRUCTION PERMISSIVE ONLY	MAC	MAC
2024-09-11	2024-09-11	PRELIMINARY/CONCEPTUAL - DESIGN FOR CONSTRUCTION PERMISSIVE ONLY	MAC	MAC

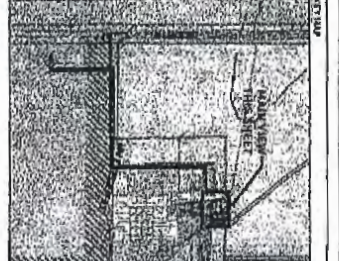
CADD  
 DETROIT ELECTRIC COMPANY (DEC)  
 1 ENERGY PLAZA  
 DETROIT, MI 48226



DATE: 09/11/24  
 DRAWN BY: MAC  
 CHECKED BY: MAC  
 PROJECT NO: 220998

PROJECT:  
 PINE RIVER SOLAR PROJECT  
 34500 NORTH LUCE ROAD  
 ALMA, MICHIGAN 48801 (GRATIOT COUNTY)  
 THE PINE RIVER SUBSTATION GENERAL ARRANGEMENT  
 DIE CAB BANK EXPANSION AREA ENLARGEMENT  
 PRELIMINARY - FOR DISCUSSION PURPOSES  
 PROJECT NO: 220998  
 SHEET NO: 220998-04-05V-0110

**NOTES**  
 1. THIS PROJECT IS NOT A CONSTRUCTION DOCUMENT.  
 2. THIS PLAN IS FOR DISCUSSION PURPOSES ONLY.  
 3. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 5. THE SHOWN DIMENSIONS ON THIS SHEET ARE FOR INFORMATION ONLY.





STATE OF MICHIGAN - GRATIOT COUNTY  
 RECEIVED  
 09/13/2022 8:42:03 AM  
 KIMBERLEE M. VANHOOSE  
 REGISTER OF DEEDS

OR Liber 01109 Page 00939 - 00940  
 Filed for Record in GRATIOT COUNTY  
 SEPTEMBER 21, 2022 11:47:24 AM  
 KIMBERLEE M. VANHOOSE, REGISTER OF DEEDS  
 DEED  
 \$30.00 Rec # 89642



State of Michigan  
 Real Estate Transfer Tax  
 GRATIOT COUNTY  
 347996 \$0.00  
 SEPTEMBER 21, 2022 \$8.80 C  
 16630 \$80.00 S

I HEREBY CERTIFY that there are not Tax Liens or Titles held by the State or any individual against the within description, and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office. This certificate does not apply to current taxes, if any, now in process of collection.  
 Date 9-13-22 Kimberlee M. VanHoose  
 Gratiot County Treasurer, Ithaca, Michigan



STATE OF MICHIGAN - GRATIOT COUNTY  
 RECEIVED  
 09/21/2022 11:42:28 AM  
 KIMBERLEE M. VANHOOSE  
 REGISTER OF DEEDS

**COVENENANT DEED**

**KNOW ALL MEN BY THESE PRESENTS:** That GAVILON GRAIN, L.L.C, a Delaware limited liability company, formerly known as Freebird II, LLC, a Delaware limited liability company, whose address is 1331 Capitol Ave., Omaha, NE 68102 ("Grantor") grants and conveys to DTE Electric Company, a Michigan corporation, whose address is One Energy Plaza, Detroit, MI 48226 ("Grantee"), the following described premises situated in the Township of Pine River, County of Gratiot and State of Michigan:

**Parcel 1:**

Lot 8, Block "H", Plat of the Village of Forest Hill, Gratiot County, Michigan, according to the recorded plat thereof.

Parcel ID No.: 12-070-019-00

**Parcel 2:**

Lot 1, Block "H", Plat of the Village of Forest Hill, Gratiot County, Michigan, according to the recorded plat thereof.

Parcel ID No.: 12-070-016-00

For the consideration of \$8,000.00, together with all buildings and other improvements situated thereon, all fixtures and other property affixed thereto and all right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way, and all tenements, hereditaments, and appurtenances, including, without limitation, rights, if any, to strips or gores between the real property described above, subject to easements and building and use restrictions of record

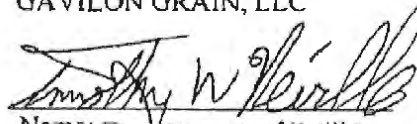
TO HAVE AND TO HOLD the above granted property, with the appurtenances thereunto belonging, unto the said Grantee, its successors and assigns forever. Grantor does for itself and its successors and assigns covenant with the said Grantee, its successors and assigns, that it is well seized of the above described property, has a good an indefeasible estate in fee simple, and has good right to bargain and sell the same in manner and form as above written, that the same are free and clear from all encumbrances done by it whatsoever, subject to the liens, encumbrances, easements, and other matters of record and that it will WARRANT AND DEFEND said property, with the appurtenances thereto belonging, to the said Grantee, its successors and assigns forever, against all lawful claims and demands whatsoever, lawfully claiming the same by, through or under Grantor but against no other claims or persons.

Subject to real estate taxes and assessments for the year 2022 not yet due and payable and subsequent years.

10/12/22

Dated as of: September 9, 2022

GAVILON GRAIN, LLC

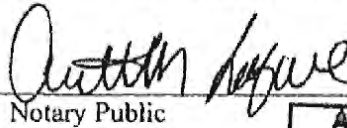


Name: Timothy W. Neville

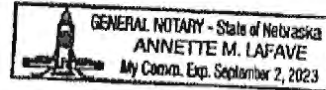
Its: Chief Accounting & Tax Officer

State of Nebraska )  
 ) SS  
County of Douglas )

On this 7<sup>th</sup> day of September, 2022, before me personally appeared Timothy W. Neville as Chief Accounting & Tax Officer of Gavilon Grain, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same on behalf of the company.



Notary Public



Drafted by:

When recorded return to:

<p>Karen L. Boore, Esq. Miller, Canfield, Paddock &amp; Stone, P.L.C. 840 West Long Lake Road Troy, MI 48098</p>	<p>DTE Electric Company One Energy Plaza Detroit, MI 48226 Attn: Renewable Energy Development</p>
--	---

## EASEMENT FOR SOLAR COLLECTION AND/OR TRANSMISSIONS LINES

This Easement for Solar Collection and/or Transmission Lines (this "Easement") is made and entered into as of the 22 day of March, 2022 (the "Effective Date") by and between DTE Electric Company, a Michigan corporation ("Grantee"), of One Energy Plaza, Detroit, Michigan 48226, and Bebow Brothers LLC, a Michigan limited liability company ("Grantor"), of 2410 East Monroe Road, Saint Louis, MI 48880.

### WITNESSETH:

This Easement is made with reference to the following facts:

**WHEREAS**, Grantor is the owner of certain real property situated in the County of Gratiot, State of Michigan, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"), consisting of approximately 353.21 acres; and

**WHEREAS**, Grantor desires to grant an easement to Grantee under a portion of the Property identified on Exhibit B attached hereto and incorporated herein by this reference (the "Easement Area") for the purpose of installation, maintenance, repair and replacement of underground collector lines and/or overhead transmission lines, as applicable, necessary for the generation, transmission and sale of electricity (the "Easement Improvements"), in no event shall the Easement Improvements include permanent buildings, pads, solar generation equipment or similar improvements.

**WHEREAS**, The Easement Improvements shall be connected to solar generation devices constructed, installed and operated by Grantee on real property, adjacent to or nearby the Property and equipped with solar generation equipment, electrical transmission lines, interconnection facilities and support buildings, together with any and all activities ancillary thereto, including pedestrian and vehicular traffic (all of the foregoing is hereinafter collectively referred to as the "Project").

**NOW, THEREFORE**, in consideration of the foregoing, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

**1. Grant of Easement.** Grantor grants an exclusive easement to Grantee, its officers, employees, agents, contractors, subcontractors, licensees, invitees and guests, on, over, under and across the Easement Area, , for the purpose of constructing, installing, operating, repairing, maintaining, altering, replacing, improving, restoring and removing the Easement Improvements. The permanent location of the Easement Improvements shall be no less than four (4) feet below average grade.

**2. Ingress and Egress.** Grantor also grants to Grantee, its officers, employees, agents, contractors, subcontractors, licensees, invitees and guests, a non-exclusive easement on, over and across the Easement Area, for vehicular and pedestrian ingress from the public right of way to all portions of the Easement Area and egress to the public right of way from all portions of the Easement Area by Grantee, its officers, employees, agents, contractors, subcontractors, licensees, invitees and guests, for the Term. Grantee agrees not to unreasonably interfere with Grantor's activities on the Easement Area. Grantee will obtain right of access approval for maintenance from Grantor of which approval will not be unreasonably withheld.

**3. Government Permits.** Grantor shall cooperate with Grantee in obtaining any necessary permits, approvals, consents and easements from any governmental agencies or other third parties having jurisdiction over and/or rights with respect to the Easement Area, the design, construction, location or

operation of any Easement Improvements. Grantor shall not be obligated to attend any board or governmental meetings nor incur any out-of-pocket expenses (unless the same are reimbursed to Grantor by Grantee).

**4. Ownership.** Grantee shall own any Easement Improvements located within the Easement Area. Grantor shall have no ownership interest in, or other rights of any nature with respect to, the Easement Improvements. Any and all solar energy tax credits or other tax credits accruing to the owner of solar energy devices such as those described herein shall belong solely to Grantee, and Grantor shall have no claim or rights in connection with any such tax credits.

**5. Maintenance.** Grantee shall maintain the Easement Improvements owned or operated by Grantee, in accordance with any applicable regulatory requirements and all applicable laws, statutes, rules and regulations, including, but not limited to, any Environmental Laws (as defined below).

**6. Continued Use of Easement Area.**

(a) Grantor's Use and Enjoyment Grantee shall have the sole and exclusive right to conduct solar energy development activities in the Easement Area. However, Grantor may enjoy the use of the Easement Area, including farming, hunting and recreational activities, provided that any activity of Grantor, its employees, agents, contractors, subcontractors, licensees, invitees and guests, does not in any way damage the Easement Improvements.

(b) No Structures. Grantor shall not place any fixtures or equipment or build any other structures on the Easement Area, without the prior written consent of Grantee, which consent shall not be unreasonably withheld or delayed.

(c) Crop Damage. Grantee will reimburse Grantor for reasonable damage to growing crops in the Easement Area to the extent directly caused by Grantee's operations, provided that: (i) such reimbursement shall be made by Grantee at the end of the calendar year in which such crops were planted, or on another mutually agreed upon date; and (ii) such reimbursement shall be based on written receipts, in form and substance satisfactory to Grantee, from Grantor's sale of the remainder of the harvested crop, establishing the fair market value of the crop, which shall be applied to Grantor's documentation on actual crop yields in the subject field(s), which shall be reasonably acceptable to Grantee. Grantee further agrees to restore any drainage tile on the Easement Area damaged by Grantee's operations.

**7. Taxes.** Grantee shall be responsible for any personal property taxes levied against Easement Improvements installed by Grantee on the Easement Area. Grantor shall pay the real property taxes for the Easement Area before such taxes become delinquent, provided, however, that in the event that the Easement Improvements are classified as real property, Grantee shall be responsible for the payment of real property taxes levied on account thereof. If Grantor fails to pay the taxes or any other monetary obligations for which it is responsible hereunder, or otherwise defaults under this Easement, then, in addition to its other rights and remedies, Grantee shall have the right to pay such taxes and other obligations, and/or cure any such default by any appropriate means; and the cost thereof shall be reimbursed to Grantee by Grantor within thirty (30) days of Grantee's demand. Grantee may offset such cost against any amounts owed by it to Grantor.

**8. Payment.** Grantee will pay Grantor as provided in Exhibit C attached hereto.

**9. Term and Termination.** The term of this Right of Way (the "Term") shall commence as of the execution of this easement and shall continue thereafter until terminated by Grantee. Grantor

agrees to execute and deliver to Grantee such agreements and other documents as Grantee shall reasonably require, however, Grantee may, without Grantor's signature or consent, execute and record a memorandum of this Easement in the form attached hereto as **Exhibit D**. After the payment is made, should Grantee no longer desire to hold the easement rights granted herein, Grantee may unilaterally terminate this Easement upon notice to Grantor and recording of a termination of this Easement in the office of the Register of Deeds for County where the property is located.

**10. Indemnification.**

(a) Indemnification by Grantee. Grantee will indemnify Grantor for any claims for injuries to persons or damages to property, or both, arising directly or indirectly out of any negligent act or omission or willful misconduct of Grantee, its officers, employees, agents, contractors, subcontractors, licensees, invitees and guests, on the Easement Area. Grantee shall not indemnify Grantor for claims arising out of Grantor's negligence or willful misconduct.

(b) Indemnification by Grantor. Grantor will indemnify Grantee for any claims for injuries to persons or damages to property, or both, arising directly or indirectly out of any negligent act or omission or willful misconduct of Grantor, its officers, employees, agents, contractors, subcontractors, licensees, invitees and guests, on the Easement Area. Grantor shall not indemnify Grantee for claims arising out of Grantee's negligence or willful misconduct.

**11. Environmental Matters** Grantor shall be responsible for and shall indemnify, defend and hold Grantee harmless from and against any and all costs, claims, losses, expenses, liabilities, damages, penalties and causes of action arising under any federal, state or local environmental laws, regulations, rules and directives, , or any other laws pertaining to the condition of the Easement Area during the term of this Easement, including the physical nature or condition of the Easement Area or the environmental condition thereof ("Environmental Laws"); provided, however, that Grantor shall have no obligation to indemnify, defend or hold Grantee harmless with respect to the violation of any Environmental Laws by Grantee. Grantee shall be responsible for and shall indemnify, defend and hold Grantor harmless from and against any and all costs, claims, losses, expenses, liabilities, damages, penalties and causes of action arising under Environmental Laws, caused by Grantee during the term of this provided, however, that Grantee shall have no obligation to indemnify, defend or hold Grantor harmless with respect to the violation of any Environmental Laws by Grantor.

**12. Title to Property.** Grantor represents and warrants to Grantee that: (i) Grantor is the sole owner of the Easement Area and holds marketable fee simple title to the Easement Area according to Michigan law; (ii) Grantor has not leased, transferred or otherwise encumbered in any way title to the Easement Area, except as may be disclosed on **Exhibit E** hereto; (iii) Grantor has not received any notice (orally or in writing) from any third party of any claim with respect to the Easement Area; (iv) Grantor and each person signing this Easement on behalf of Grantor has the full and unrestricted power and authority to execute and deliver this Easement and grant this Easement and the rights herein granted; and (v) Grantor is not the subject of any bankruptcy, insolvency or probate proceeding. **Exhibit A** shall contain the name and address of any party to whom an interest in the Easement Area was leased or otherwise transferred, the date such lease or interest shall expire, and whether there are any renewal options with respect to the leased or transferred interest.

**13. Mortgages, Liens, Leases, and Other Title Matters.**

Grantor represents and warrants that there are presently no liens, encumbrances, leases, fractional interests, mineral or oil and gas rights or other exceptions to Landowner's fee simple title or otherwise burdening the estate of Grantor in the Easement Area, except as may be set forth on Exhibit E hereto. Grantor warrants and agrees to defend the title to the Easement Area and agrees that Grantee may, if Grantor is in default, pay all or part of any land contract, mortgage, taxes, or other liens or charges with respect to the Easement Area, either before or after maturity and be subrogated to the rights of the holder thereof, and that Grantee shall be entitled to reimbursement out of any monies payable to Grantor under the Easement.

**14. No Interference.** Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Easement without any suit, trouble or interference of any kind by Grantor or any other person or entity.

**15. No Obligation to Develop.** Nothing in this Easement shall be construed as requiring Grantee to undertake, construct or develop any portion of the Project.

**16. Default.**

(a) Default of Grantor. Each of the following events shall constitute an event of default by Grantor and shall permit Grantee to seek specific performance or all other appropriate remedies available at law or equity: (i) the failure to pay amounts required to be paid hereunder when due, and such failure has continued for thirty (30) days after written notice to Grantor from Grantee; or (ii) the failure by Grantor to perform any other material term set forth in this Easement, and such failure has continued for thirty (30) days (or such longer period of time as may reasonably be required to cure such failure, if such failure cannot reasonably be cured within a thirty (30) day period) after written notice to Grantor from Grantee.

(b) Default of Grantee. Each of the following events shall constitute an event of default by Grantee and shall permit Grantor to seek monetary damages or all other appropriate remedies available at law or equity, provided that Grantor shall not have the right to terminate this Easement: (i) the failure to pay amounts required to be paid hereunder when due, and such failure has continued for thirty (30) days after written notice to Grantee from Grantor; or (ii) the failure by Grantee to perform any other material term set forth in this Easement, and such failure has continued for thirty (30) days (or such longer period of time as may reasonably be required to cure such failure, if such failure cannot reasonably be cured within a thirty (30) day period) after written notice to Grantee from Grantor.

**17. Successors and Assigns.** This Easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns. Grantee may assign all or any portion of its interest under this Easement to a third party without Grantor's consent in such case the assignee shall be bound to Grantee's obligations of this Easement.

**18. Notices.** All notices shall be provided to the parties at their respective addresses listed above by certified United States mail or reputable parcel service. Either party may change the address to which it desires notices to be sent by giving written notice to the other party specifying the new address.

**19. Miscellaneous.** If any term or provision of this Easement shall to any extent be held invalid or unenforceable, the remaining terms and provisions shall not be affected thereby, but each term and provision of this Easement shall be valid and enforceable to the fullest extent permitted by law. The

captions of this Easement are for convenience only and are not to be construed as part of this Easement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

**20. Entire Easement; Modification.** This Easement contains the entire agreement between the parties hereto with respect to the subject matter hereof and all previous negotiations regarding the subject matter hereof are merged herein and held for naught. Except as expressly set forth herein, this Easement may be modified only by an agreement in writing signed by Grantor and Grantee.

**21. Nonwaiver.** No waiver of performance of any covenant or agreement contained in this Easement shall be valid, binding or enforceable against the party alleged to have waived such performance unless the same shall be in writing and executed by such party. No such waiver shall be extended by implication, custom or practice to any situation or circumstance not expressly described therein.

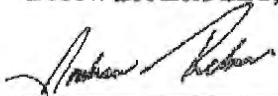
**19. Governing Law.** This Easement shall be governed by, and construed and enforced in accordance with, the laws of the State of Michigan. All present and future laws, rules or regulations of any governmental agency pertaining to the generation of electricity from solar power shall be binding on the parties hereto as though incorporated herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement as of the Effective Date.

**GRANTOR:**

Bebow Brothers LLC, a Michigan limited liability company



By: Andrew Bebow  
Its: Member

Landowner Address: 2410 East Monroe Road, Saint Louis, MI 48880

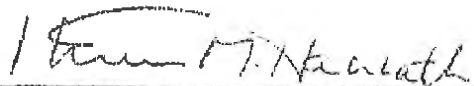
Landowner Phone Number:

STATE OF MI )  
 ) SS  
COUNTY OF Graetot )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of March 2022, by Andrew Bebow, the Member of Bebow Brothers LLC, a Michigan limited liability company on behalf of the company.

Notary's  
Stamp

Theresa M. Hannath  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF MONROE  
My Commission Expires Dec.24, 2023  
Acting in the County of Graetot

  
\_\_\_\_\_  
Theresa M. Hannath, Notary Public  
MONROE County, Michigan  
My Commission Expires: 12-24-23  
Acting in Graetot County, Michigan

GRANTEE

DTE Electric Company, a Michigan corporation

By John C. Erb

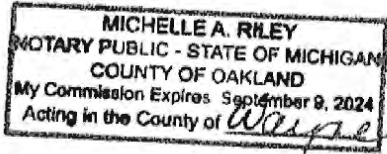
Name: John C. Erb

Its: Manager, Real Estate & Facility Design/Construction

STATE OF MICHIGAN )  
COUNTY OF Wayne ) ss.

Acknowledged before me in Wayne County, Michigan, this 12 day of May, 2022, by John C. Erb, the Manager, Real Estate & Facility Design/Construction of DTE Electric Company, a Michigan corporation, for and on behalf of said corporation.

Notary's Stamp



Michelle A. Riley  
Notary Public  
Oakland County, Michigan  
My Commission Expires: 9-9-2024  
Acting in Wayne County, Michigan

Prepared by and when recorded return to:  
Heather Betts  
DTE Electric Company  
One Energy Plaza, 1635 WCB  
Detroit, Michigan 48226

**EXHIBIT A**  
**Legal Description of Property**

Legal Description:

**Parcel 1:**

The following described lands and premises situated in the Township of Pine River, County of Gratiot, and State of Michigan:

**Parcel Identification Number:** 12-004-010-01

The Northwest 1/4 of the Northwest 1/4, Section 4, T12N, R3W, Pine River Township, Gratiot County, Michigan EXCEPT commencing 1949.83 feet North of the West 1/4 corner, thence North 1°25'50" East 165 feet, thence South 86°44'10" East 264 feet, thence South 1°25'50" West 165 feet, thence North 86° 44'10" West 264 feet to the place of beginning. AND EXCEPT an acre described as commencing at the West 1/4 corner said Section 4; thence North 01°25'50" East along the West section line, 1784.83 feet to the Point of Beginning; thence continuing North 01°25'50" East along the West section line, 165.00 feet; thence South 86°44'10" East, 264.00 feet; thence South 01°25'50" West parallel with the West section line, 165.00 feet; thence North 86°44'10" West, 264.00 feet to the Point of Beginning.

**Parcel 2:**

The following described lands and premises situated in the Township of Pine River, County of Gratiot, and State of Michigan:

**Parcel Identification Number:** 12-004-011-00

The South 1/2 of the Northwest 1/4 of Section 4, T12N, R3W, Pine River Township, Gratiot County, Michigan, EXCEPT railroad right of way across same and EXCEPT all that part lying Easterly and adjacent to a line 150 feet Westerly of, measured at right angles and parallel to the survey line of highway US 27 relocated. Also EXCEPT that part described as commencing at a point on the East and West 1/4 line of Section 4, which is Westerly 169.61 feet from the Southeast corner of the Northwest 1/4 of said section, thence along the East and West 1/4 line, North 89°23'15.5" West 400.11 feet to the Point of Beginning of said parcel; thence North 0°45'15.5" West 832.02 feet, thence North 89°14'44.5" East 250 feet, South 0°45'15.5" East 837.98 feet to a point on the East and West 1/4 line of Section 4, North 89° 23'15.5" West 250.07 feet to the Point of Beginning. Also EXCEPT that part of the South 1/2 of the Northwest 1/4 of said Section 4, which lies between the Easterly right of way line of the Lansing, Alma, Mt. Pleasant and Northern railroad (66 feet wide) and a line described as beginning on the East and West 1/4 line of said Section 4, at a point which is North 89°23'15.5" West 569.72 feet, from the center 1/4 corner of said Section 4, thence North 00°45'15.5" West 832.02 feet; thence North 89°14'44.5" East 250.00 feet, thence North 00°45'15.5" West 600 feet to a point of ending.  
AND

That part of the South 1/2 of the Northwest 1/4 of Section 4, T12N, R3W, Pine River Township, Gratiot County, Michigan, described as: A parcel of land commencing at a point on the East and West 1/4 line of said Section 4, which is Westerly 169.61 feet from the Southeast corner of the Northwest 1/4 of said Section 4; thence along the East and West 1/4 line of said Section 4, North 89°23'15.5" West, 400.11 feet to the Point of Beginning of said parcel; thence North 00°45'15.5" West, 832.02 feet; thence North 89°14'14.5" East 250.0 feet; thence South 00°45'15.5" East, 837.98 feet to a point on the East and West 1/4 line of Section 4, thence North 89°23'15.5" West, 250.07 feet to the Point of Beginning  
AND

Also that part of the South 1/2 of the Northwest 1/4 of said Section 4, which lies between the Easterly right of way of the M.D.O.T. Railroad (66 feet wide), formerly the Lansing, Alma, Mt. Pleasant and Northern Railroad, and a line described as: Beginning on the East and West 1/4 line of said Section 4 at a point which is North 89°23'15.5" West, 569.72 feet from the center 1/4 corner of said Section 4; thence North 00°45'15.5" West, 832.02 feet; thence North 89°14'44.5" East, 250.00 feet; thence North 00°45'15.5" West, 600.00 feet to a point of ending.

**Parcel 3:**

The following described lands and premises situated in the Township of Pine River, County of Gratiot, and State of Michigan:

**Parcel Identification Number:** 12-004-012-01

The North 1/2 of the Southwest 1/4 of Section 4, T12N, R3W, Pine River Township, Gratiot County, Michigan, EXCEPT railroad right of way and EXCEPT that part lying Easterly of and adjacent to a line 150 feet Westerly, measured at right angles, and parallel to the survey line of Highway US 27 EXCEPT part of the Northwest 1/4 of the Southwest 1/4, Section 4, T12N, R3 West, Pine River Township, Gratiot County, Michigan. Described as beginning at a point on the West line of Section 4, which is South 01°23'00" West, along said West line 320.00 feet from the West 1/4 corner of Section 4; thence South 88°37'00" East, perpendicular to the West line of Section 4, 275.00 feet, thence South 01°23'00" West, parallel to the West line of Section, 170.00 feet; thence North 88°37'00" West, perpendicular to the West line of Section 4, 275.00 feet to the West line of Section 4; thence North 01°23'00" East, along the West line of Section 4, 170.00 feet to the Point of Beginning.

**Parcel 4:**

The following described lands and premises situated in the Township of Pine River, County of Gratiot, and State of Michigan:

**Parcel Identification Number:** 12-004-013-00

That part of the South 1/2 of the Southwest 1/4 of Section 4, T12N, R3 West, Pine River Township, Gratiot County, Michigan, lying between the right of way of the Lansing, Alma, Mt. Pleasant, and Northern Railroad Company, recorded in Liber 60 on Page 633 and the State Highway on the Eastern side of said Section 4, aforesaid, said premises otherwise being described as: Commencing at the right of way

of the Ann Arbor Railroad, formerly known as the Lansing, Alma, Mt. Pleasant and Northern Railroad, at the point where said right of way intersects the Southeast 1 /4 of the Southwest 1 /4 of Section 4 at the Northeast corner of said right of way, thence East to the right of way of the State of Michigan heretofore conveyed for the State Highway purposes, recorded in Liber 326, Pages 561-562, Gratiot County Records, thence South along the Western side of said State Highway to the South line of the Southeast 1/4 of the Southwest 1/4 of Section 4, aforesaid, thence West to the right of way of the Ann Arbor Railroad and thence North to the place of beginning.

**Parcel 5:**

The following described lands and premises situated in the Township of Pine River, County of Gratiot, and State of Michigan:

**Parcel Identification Number:** 12-004-013-10

That part of the South 1/2 of the Southwest 1/4, Section 4, T12N, R3W, lying West of the railroad right of way, Pine River Township, Gratiot County, Michigan

**Parcel 6:**

The following described lands and premises situated in the Township of Pine River, County of Gratiot, and State of Michigan:

**Parcel Identification Number:** 12-008-001-01

The Northeast 1/4 of the Northeast 1 /4 of Section 8, T12N, R3W, Pine River Township, Gratiot County, Michigan, EXCEPT the North 10 acres thereof. AND The North 10 acres of the Northeast 1 /4 of the Northeast 1 /4, EXCEPT commencing at the Northeast corner of Section, thence West 250 feet, thence South 325 feet, thence East 250 feet, thence North 325 feet to the Point of Beginning, Section 8, T12N, R3W, Pine River Township, Gratiot County, Michigan.

**Parcel 7:**

The following described lands and premises situated in the Township of Pine River, County of Gratiot, and State of Michigan:

**Parcel Identification Number:** 12-009-007-01

THAT PART OF E 1/2 OF NW 1/4 & E 1/2 OF SW 1/4 LYING WESTERLY OF HIGHWAY US 27 & EX THAT PART WEST OF RAILROAD ROW SECTION 9 T12N R3W.

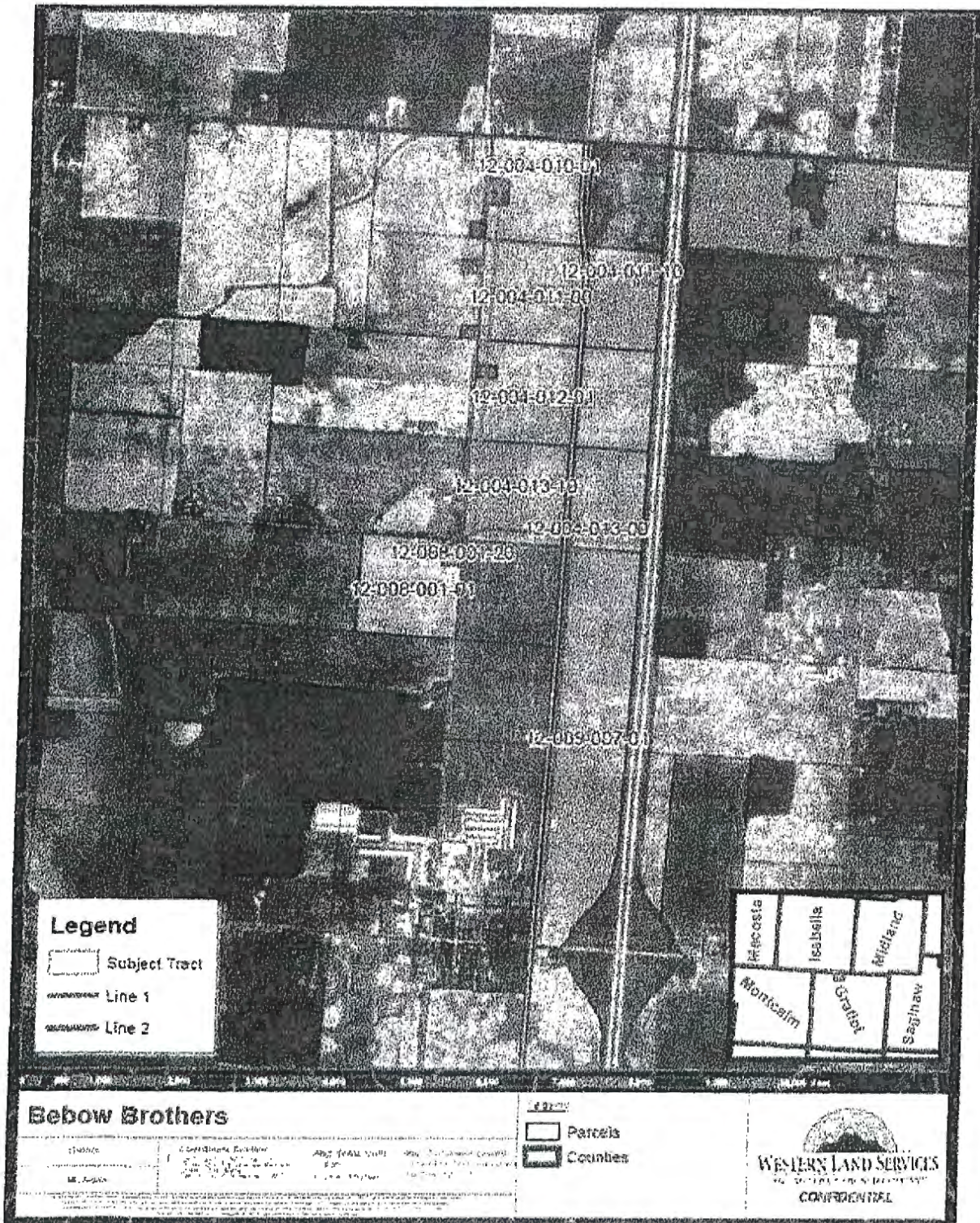
**Parcel 7:**

The following described lands and premises situated in the Township of Pine River, County of Gratiot, and State of Michigan:

**Parcel Identification Number:** 12-008-001-20

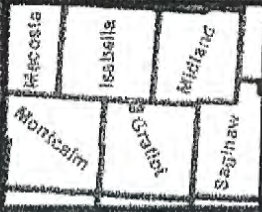
Commencing at the Northeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 8, T12N, R3W, Pine River Township, Gratiot County, Michigan, thence 250 feet West, thence 325 feet South, thence 250 feet East, thence 325 feet North to the place of beginning.

EXHIBIT B



**Legend**

- Subject Tract
- Line 1
- Line 2



**Bebow Brothers**

OWNER	CONTRACT NUMBER	ACRES (TOTAL VALUE)	DATE OF ACQUISITION
M. J. J. J.	12-004-010-00	1.00	12/10/00
M. J. J. J.	12-001-011-10	1.00	12/10/00
M. J. J. J.	12-004-011-00	1.00	12/10/00
M. J. J. J.	12-004-012-01	1.00	12/10/00
M. J. J. J.	12-004-013-10	1.00	12/10/00
M. J. J. J.	12-004-013-00	1.00	12/10/00
M. J. J. J.	12-008-001-01	1.00	12/10/00
M. J. J. J.	12-009-007-01	1.00	12/10/00
M. J. J. J.	12-008-001-20	1.00	12/10/00

- Parcels
- Counties



12-004-010-00

Exhibit D

MEMORANDUM OF EASEMENT FOR SOLAR COLLECTION AND/OR TRANSMISSION  
LINES AGREEMENT

THIS MEMORANDUM OF EASEMENT FOR SOLAR COLLECTION AND/OR TRANSMISSION LINES AGREEMENT (this "Memorandum") is made and entered into as of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ a \_\_\_\_\_, whose address is \_\_\_\_\_ ("Grantor"), and DTE ELECTRIC COMPANY, a Michigan corporation, whose principal address is One Energy Plaza, Detroit, Michigan 48226 ("Grantee"). (Grantor and Grantee are referred to collectively herein as the "Parties".)

WITNESSETH:

A. On the date hereof, the Parties have entered into an Easement for Solar Collection and/or Transmission Lines Agreement (the "Agreement") pursuant to which Grantor grants to Grantee an easement as described in Exhibit A ("Property") attached hereto and incorporated herein by reference.

B. The term of the Agreement commences on the Effective Date and will continue in full force and effect unless terminated by Grantee as provided in the Agreement.

C. The Parties desire to execute this Memorandum, which is to be recorded in order that third parties may have notice of the interests of Grantee in the Property and of the existence of the Agreement.

NOW, THEREFORE, in consideration of the payments and covenants provided in the Agreement to be paid and performed by Grantee, Grantor hereby grants to Grantee the easement as described in the Agreement, and all on the terms and conditions set forth in the Agreement. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document.

Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail. The Agreement contains the entire agreement of the Parties with respect to the subject matter thereof, and any prior or contemporaneous agreements, discussions or understandings, written or oral into by the Parties with respect to the Property, are superseded by the Agreement and shall be and hereby are released, revoked and terminated.

*[signature page follows]*

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum as of the day and year first above written

**GRANTOR**

BY: \_\_\_\_\_

NAME:

ITS: \_\_\_\_\_

**GRANTEE**

DTE ELECTRIC COMPANY  
a Michigan Corporation

BY: \_\_\_\_\_

NAME:

ITS: \_\_\_\_\_

Acknowledged before me in _____ County, State of Michigan, on _____	
20__ by _____, the _____ of _____	
a _____, for the corporation.	
Notary's Stamp _____	Notary's Signature _____
	Notary Public _____ County, State of Michigan My Commission Expires: _____ Acting in _____ County, Michigan

11/15/2021 10:00 AM

Acknowledged before me in \_\_\_\_\_ County, State of Michigan, on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, for the corporation.

Notary's Stamp \_\_\_\_\_

Notary's Signature \_\_\_\_\_  
 \_\_\_\_\_ Notary  
 Public \_\_\_\_\_  
 \_\_\_\_\_ County, State of Michigan  
 My Commission Expires: \_\_\_\_\_  
 Acting in \_\_\_\_\_ County, Michigan

Prepared by and when recorded return to:  
 Heather A. Betts,  
 One Energy Plaza, 1635 WCB,  
 Detroit, Michigan 48226

Notary Public for the State of Michigan  
 Heather A. Betts  
 Commission Expires 09/30/2021

**Exhibit A  
Property**

**Exhibit E**  
**Title Matters**

**CHAPTER 3****AG – Agricultural District Regulations**

**SECTION 301. INTENT AND PURPOSE.** The purpose of this Section is to establish a district for agricultural and single family residential uses associated with farming operations, together in a compatible environment. The purpose of this zone is to encourage the preservation and enhancement of agricultural land and farming practices together with specified nonagricultural activity allowed by ordinance.

**SECTION 302. PERMITTED USES.**

1. Apiaries
2. Cemeteries
3. Day Care, In-Home Licensed
4. Dwellings, Single, Two Family
5. Farm Animals, Raising/keeping
6. Farming
7. Field crops
8. Food Production
9. Greenhouses and Nurseries
10. Hatcheries
11. Home Occupation
12. Public/semi-public buildings
13. Public/private conservation areas
14. Public/private recreation facilities
15. Accessory Uses

**SECTION 303. SPECIAL USES.**

1. Agribusiness
2. Agricultural Equipment Sales and Service
3. Animal Feeding Operations and Livestock Production
4. Bed and Breakfast
5. Child Day Care Facilities
6. Contractor's Establishments
7. Golf Courses and Country Clubs
8. Institutions – Religious, Health, Educational, Social
9. Kennels
10. Manufactured Home Developments
11. Medical Marihuana Home Occupation
12. Mini-storage
13. Mining and Quarries
14. Natural Resource Extraction
15. Outdoor Assembly
16. Planned Unit Development
17. Public Buildings
18. Public Recreational Playgrounds
19. Public Service Installations
20. RV Campground
21. Sanitary Landfills
22. State Licensed Residential Care for 7-12 people
23. Warehousing and Distribution
24. Wind Energy Facilities
25. Telecommunication Towers and Facilities
26. Large Solar Energy Systems

Regulations for Special Uses are found in Chapter 15, Special Use Permit Regulations.

**Itemized List of Components**

<i>Component</i>	<i>Additional Info</i>	<i>Number</i>
Solar Panels	540W ZNShine	186,678
Inverters	Power, electric	22
Racking Rows	Nextracker	2,389
Piles	Valmont	28,349
DC Cable	600 KCMIL, 400 KCMIL, 10 AWG 1250 KCMIL, 1000 KCMIL, 500	
AC Cable	KCMIL, 4/0 AWG	
Cable Management System	Shoals	1
DCD Boxes		423
Perimeter Game Fence	in feet	57,454
Fence gates		11

**PINE RIVER TOWNSHIP**  
**GRATIOT COUNTY, MICHIGAN**  
**ENERGY STORAGE FACILITIES**  
**ZONING ORDINANCE AMENDMENT**  
**ORDINANCE NO. 2025-101**

At a meeting of the Township Board of Pine River Township, Gratiot County, Michigan, held at the Pine River Township Hall on February, 2025, at 7 p.m., Township Board Member Moeggenborg moved to adopt the following Ordinance, which motion was seconded by Township Board Member Baker.

*An Ordinance to amend the Pine River Township Zoning Ordinance, as amended, to regulate energy storage facilities.*

**PINE RIVER TOWNSHIP, GRATIOT COUNTY, MICHIGAN ORDAINS:**

**SECTION 1. AMENDMENT TO CHAPTER 15:** The Pine River Township Zoning Ordinance, Chapter 15 shall be amended to add Section 1531 to state as follows:

**SECTION 1531. SPECIFIC LAND USE STANDARDS PERTAINING TO ENERGY STORAGE FACILITIES**

**A. Intent & Purpose.**

The purpose of this Section is to promote the effective and efficient use of energy storage facilities. It is the intent of the Township to permit these systems by regulating their siting, design, and installation to protect the public health, safety, and welfare, and to ensure their compatibility with adjacent land uses. Energy storage facilities, as defined in this Ordinance, shall comply with the provisions of this section and are only permitted as authorized by this section.

**B. Definitions.**

1. **Abandonment.** Any energy storage facility that remains nonfunctional or inoperative to the extent that it is not used to absorb, store, or discharge energy for a period of 18 months will be considered abandoned and subject to abandonment and decommissioning provisions.
2. **Dark Sky-Friendly Lighting Technology.** A light fixture that is designed to minimize the amount of light that escapes upward into the sky.
3. **Energy Storage Facility.** A system that absorbs, stores, and discharges electricity (e.g., using batteries) for transmission to off-site costumers.
4. **Non-Participating Property.** A property that does not have an agreement for land rights with an applicant of an energy storage facility.
5. **Participating Property.** A property that has a land rights agreement with an applicant for development of an energy storage facility.

**C. Permitting.**

1. Energy storage facilities shall be authorized as special land uses in the Agricultural (AG) and Industrial (I) Zoning Districts subject to the standards in this Section.

2. Energy storage facilities are subject to the general requirements for special land use permitting and approval under Chapter 15 of this Zoning Ordinance in addition to the regulations in this Section.

**D. Additional Application Requirements for Utility-Scale Energy Storage Facilities.**

1. All applications for energy storage facilities must be accompanied by detailed site plans, drawn to scale and dimensioned and certified by a registered engineer licensed in the State of Michigan, displaying the following information, in addition to the information required for special land use permits under Chapter 16 of the Zoning Ordinance.
  - i. Site Plan. A site plan.
  - ii. Contact Information. The complete name, address, and telephone number of the applicant.
  - iii. Description. A description of the energy storage facility, including:
    1. The location and a description of the energy storage facility.
    2. A description of the anticipated effects of the energy storage facility on the natural environment, natural resources, and solid waste disposal capacity, which may include records of consultation with relevant state, tribal, and federal agencies.
    3. A description of the expected use of the energy storage facility.
    4. Additional information required by the Township as it relates to the site plan.
  - iv. Public Benefits. Expected public benefits of the proposed energy storage facility.
  - v. Environmental Impacts. The expected direct impacts of the proposed energy storage facility on the environment and natural resources and how the applicant intends to address and mitigate these impacts.
  - vi. Public Health and Safety. Information on the effects of the proposed energy storage facility on public health and safety.
  - vii. Agency Consultation. Evidence of consultation, if required, before submission of the application, with the Department of Environment, Great Lakes, and Energy and other relevant state and federal agencies before submitting the application, including, but not limited to, the Department of Natural Resources and the Department of Agriculture and Rural Development.
  - viii. Agricultural Impact. Each applicant must demonstrate how project restoration and decommissioning plans enable project lands that were prime farmland or used for agricultural purposes to still be prime farmland or suitable for agricultural purposes. Applicants shall ensure that any facility sited on lands used for agricultural purposes or prime farmland can be maintained and returned to a state to continue to be used for agricultural purposes after project decommissioning and all costs associated with such maintenance and restoration of lands back to a state suitable to continue

agricultural purposes or to still be considered prime farmland is included in any decommissioning security submitted to the Township.

- ix. Interference. If the energy storage facility is reasonably expected to have an impact on television signals, microwave signals, global position systems, military defense radar, radio reception, or weather and doppler radio, a plan to minimize and mitigate that impact.
- x. Stormwater. A stormwater assessment and a plan that will require approval by the Gratiot County Drain Commissioner to minimize, mitigate, and repair any drainage impacts at the expense of the applicant. All stormwater assessment and plans must include content on how an applicant will take measures to either not disturb and maintain existing private drainage infrastructure including drain tile or will upon decommissioning repair such private drainage infrastructure to allow lands to continue to be suitable for agricultural use, if applicable. Stormwater plans shall reasonably attempt to use less invasive means and methods of stormwater control to provide for future land use upon decommissioning (e.g., minimal creation of detention basins).
- xi. Emergency and Fire Response. An emergency response plan addressing how emergency services providers (EMS, fire, and law enforcement) can respond to emergencies that could occur on a facility. Applicants shall demonstrate how their emergency response plan is consistent with industry practices and standards for similar facilities including compliance with NFPA 855: "Standard for the Installation of Stationary Energy Storage Systems" or successor standard. The emergency response plan shall also be provided by the applicant to Township emergency medical services, fire protection, and law enforcement providers for an opportunity to comment, and comments from the providers above must be submitted to the Township for review. The emergency response plan shall include a containment plan addressing surrounding areas as well as address local staffing of a local operator/owner able to respond to emergencies should they occur on the land use. Should an emergency response plan identify any necessary resources or training not possessed by a Township emergency services provider, the applicant must identify how it will provide such resources or training to the applicable provider.
- xii. Decommissioning Plan. A decommissioning plan drafted by a professional engineer that is consistent with the requirements of this Ordinance. The decommissioning plan shall include, but is not limited to, financial assurance in the form of a bond, a parent company guarantee, or an irrevocable letter of credit, but excluding cash. The amount of the financial assurance shall not be less than the estimated cost of decommissioning the energy storage facility, without deducting salvage value, as calculated by a third party with expertise in decommissioning, hired by the applicant. Moreover, an applicant for an energy storage facility, prior to construction,

must enter into a decommissioning agreement with the Township specifying the obligations of decommissioning and notes that: (1) such decommissioning must be assigned to any future owner or operator of the energy storage facility; and (2) the Township will have land rights to perform decommissioning itself with a posted financial assurance should it need to decommission a project. Applicants shall enter into a decommissioning agreement with the Township in a form acceptable to the Township Board to govern the use of the financial assurance. The decommissioning agreement must specify: (1) the anticipated life of the project before decommissioning; (2) how the Township will receive land access rights to decommission a project should it be required to decommission the project; and (3) periodic updates to the financial assurance in five year periods to increase the amount of the financial assurance.

- xiii. Construction Schedule. An anticipated construction commencement date and anticipated completion date for project construction.
- xiv. Application Escrow. An escrow account shall be funded by an applicant when an applicant applies for a special land use permit for an energy storage facility. The monetary amount placed by the applicant in escrow with the Township shall be estimated by the Township to cover all reasonable costs and expenses associated with the zoning review and approval process (including site plan review), which costs include, but are not limited to, reasonable fees of a Township attorney, planner, and/or engineer, as well as costs for any other outside consultants or reports or studies that the Township determines are reasonably related to the zoning review process for a particular application. Such escrow amount shall be in addition to any non-refundable application fees determined by the Township. At any point during the zoning review process, the Township may require that the applicant place additional monies in escrow with the Township should the existing escrow amount filed by the applicant be insufficient. If the escrow account needs replenishing and the applicant refuses to do so within 45 days, the zoning review and approval process shall cease until and unless the applicant makes the required escrow deposit. Such application escrow shall be held by the Township Treasurer in a separate bank account, and upon completion of Township zoning review, all excess escrow funds must be returned to an applicant without interest.
- xv. Sound. A document indicating anticipated sound generated by the energy storage facility and that demonstrates how the proposed project will meet sound requirements.
- xvi. Material Safety Data Sheets and Manufacturer's Manuals. Upon submission of an application, an applicant must provide all material safety data sheets and manufacturer's instructions/manuals for substantive project components (e.g., batteries) for Township review and inspection. Should

any of the above information be considered confidential or a trade secret, the applicant shall indicate a process to allow inspection of such materials upon request by the Township while at the same time protecting disclosure of the documents to the extent permitted by Michigan public record statutes.

xvii. Community Impacts Analysis. A study that identifies the impacts of a proposed project on community resources and services, including, but not limited to, roads, fire protection (including any necessary training or equipment), police protection, emergency medical services, and public drainage systems including culverts. Applicants shall demonstrate in an application for an energy storage facility, how they will ensure impacts from a proposed project on community resources and services will be addressed by the applicant and not be borne on the Township.

xviii. Other information reasonably required by the Township.

**E. Energy Storage Facility Performance Standards and Obligations.** Energy storage facilities shall meet the following performance standards and obligations.

1. **Setbacks.** Energy storage facilities shall be subject to the following setback requirements, which shall be measured from required fencing; however, the Township may measure setbacks from sound generating equipment rather than fencing should an applicant demonstrate additional lands to be fenced as part of a project in order to provide larger distances between a project and properties. No setbacks shall apply between participating properties hosting the same project. Further, nothing in this ordinance, prohibits: (1) the erection of a structure or structures in these setbacks if the structure or structures is/are not used in the operation of the energy storage facility and authorized by the Zoning Ordinance; and (2) prohibits the placement of underground electrical collection lines or necessary drainage infrastructure within required setback areas should such collection lines or drainage infrastructure be of sufficient space from non-participating properties to allow maintenance, repair, and removal of lines or infrastructure (e.g., during decommissioning) to entirely occur on participating properties and not result in any spoils being stored on or other activities occurring on non-participating properties.

<b>Setback Description</b>	<b>Setback Distance</b>
Buildings regularly occupied by humans on nonparticipating properties.	400 feet from the nearest point on the outer wall
Public road right-of-way	100 feet measured from the nearest edge of a public road right-of-way.
Nonparticipating properties	100 feet measured from the nearest shared property line

2. **Installation.** The energy storage facility shall comply with the version of NFPA 855 “Standard for the Installation of Stationary Energy Storage Systems” in effect at the time of this amendment or any applicable successor standard as reasonable and consistent with the purposes of this subdivision.
3. **Liability Insurance.** The owner or operator of any energy storage facility shall maintain a current insurance policy with insured amount to be acceptable for the Township to cover installation and operation of the project and name the Township including its officers, agents, and employees as an additional insured. The amount of the policy shall be established as a condition of special use permit approval.
4. **Noise.** No energy storage facility shall cause noise in excess of fifty (50) dBA (using Leq-10 minute or other acceptable scale to the Township, but not Lmax) as measured at the property line of a non-participating parcel. Applicants must provide a pre-construction and post-construction sound study to the Township demonstrating compliance with this standard.
5. **Lighting and Security Plan.** The energy storage facility shall implement dark sky-friendly lighting solutions and shall have a security plan to limit unauthorized access.
6. **Fencing.**
  - i. Fencing for the energy storage facility shall comply with the latest version of the National Electric Code or any applicable successor standard approved by the Planning Commission as reasonable and consistent with the purposes of this subsection. Areas that host visible energy storage facility components shall be completely enclosed by a perimeter security fence to restrict unauthorized access. Such fencing perimeter and the fencing must be at least seven (7) feet high and be made of chain link or other design to prevent unauthorized access.
7. **Screening.** An energy storage facility shall be completely enclosed by perimeter security fencing to restrict unauthorized access.
  - i. Unless screened and buffered at all times by natural forest vegetation meeting the minimum spacing and height requirements and having a substantially similar obscuring effect of an evergreen vegetative buffer installed pursuant to this section, a continuous evergreen vegetative buffer shall be installed and maintained at all times at the perimeter of the energy storage facility and adjacent residential or agricultural areas and/or public highways or streets. Nothing contained herein shall be construed to prevent reasonable access to the energy storage facility as approved by the special land use permit.
  - ii. The evergreen or native vegetative buffer shall be composed of native or evergreen trees that at planting shall be a minimum of four feet in height and shrubs two feet in height. The evergreen trees shall be spaced no more than 15 feet apart on center (from the central trunk of one plant to the central trunk of the next plant), native trees shall be placed no more than 30 feet apart on center and shrubs shall be spaced no more than seven feet apart on

center. All unhealthy (60% dead or greater) and dead material shall be replaced by the applicant within six months, or the next appropriate planting period, whichever occurs first, but under no circumstances should the applicant allow unhealthy or dead material to remain in place for more than six consecutive months. Failure to maintain the required evergreen vegetative buffer as required by this section shall constitute a violation of this Ordinance and sufficient grounds for revocation of any special land use permit previously granted.

- iii. All plant materials shall be installed between March 15 and November 15. If the applicant is unable to plant during the installation period, the applicant will provide the Township with a letter of credit, surety, or corporate guarantee for an amount equal to 1.5 times the cost of any planting deficiencies that the Township shall hold until the next planting season. After all plantings have occurred, the Township shall return the financial guarantee.
- iv. The Township may waive any and all screening requirements should it determine screening may not be necessary such as neighboring lands being vacant or of a nature that does not require screening, or should an applicant prepare plans for alternative screening that is sufficient to screen the property from neighboring land uses.

#### **8. Complaint Resolution.**

- i. From construction until project decommissioning, an owner or operator of an energy storage facility must maintain a complaint resolution process that includes a publicly available permanent phone number and contact information for residents to make complaints regarding the project related to violations of the Zoning Ordinance or any zoning approvals. Such process must include a form available to the public to submit complaints which shall also be made available online and be provided to the Township for distribution to residents. An energy storage facility owner or operator shall acknowledge receipt of such complaints within five (5) business days and shall resolve complaints within 30 days unless impractical in which case the owner or operator must notify the Township and complainant of an estimated timeframe to resolve the complaint. The complaint resolution process may not require a complainant or the Township to post a monetary deposit or otherwise pay for the owner or operator to resolve or investigate a complaint. The energy storage facility owner or operator must notify the Township of any received complaints and resolutions to complaints on a monthly or bi-monthly basis.

#### **9. Inspection.**

- i. The Township shall have the right to inspect an energy storage facility for consistency with the requirements of the Zoning Ordinance and all zoning approvals. The owner or operator shall provide the Township and any of its officials, employees, or retained consultants access to the project for such

inspections, but may accompany the Township on such inspections and require individuals inspecting the project to adhere to required safety protocols. The Township shall give reasonable advance notice of an inspection, which in no case shall be less than three (3) business days.

**10. Project Appearance and Good Repair.**

- i. Until project decommissioning, the owner and operator must maintain the energy storage facility and its components in good repair. The fenced area and the area immediately surrounding the project shall be kept free of refuse, waste, and debris, and shall be neat, clean, and free of unsightly/unkept, hazardous, or unsanitary conditions.

**11. Abandonment or Decommissioning.**

- i. Any energy storage facility which has reached the end of its useful life or has been abandoned consistent with this section of the Zoning Ordinance shall be removed and parcel owners shall be required to restore the site to its original condition. The owner/operator shall physically remove the installation no more than 150 days after the date of discontinued operations. The owner/operator shall notify the Township and the Planning Commission by certified mail of the proposed date of discontinued operations and plans for removal.
- ii. Absent notice of a proposed date of decommissioning or written notice of extenuating circumstances, the energy storage facility shall be considered abandoned when it remains nonfunctional or inoperative to the extent that it is not used to generate electric energy for a continuous period of 18 months. If the owner/operator fails to remove the installation in accordance with the requirements of this section within 150 days of abandonment, the Township is permitted to enter the property and physically remove the installation at the owner's expense.
- iii. Decommissioning shall consist of:
  1. Physical removal of all structures, equipment, security barriers, concrete, and transmission lines (including underground lines) from the site. Underground components shall be removed completely and disposed of outside of the Township. Hazardous waste shall be disposed of in accordance with local, state and federal waste disposal regulations.
  2. Stabilization or re-vegetation of the site as necessary to minimize erosion and to return the site to a substantially similar condition compared to after development of an energy storage facility.

**12. Compliance.** All energy storage facilities shall comply with all applicable local, state, and federal laws and regulations including obtaining any required permits.

**13. Siting Preference.** To ensure compatibility with adjacent land uses energy storage facilities are strongly preferred to be sited near electrical substations or related electrical infrastructure. The Township may use this preference in applying special land use permit or other discretionary standards determining the compatibility of nearby land uses.

**SECTION 2. AMENDMENT TO CHAPTER 3:** The Pine River Township Zoning Ordinance, Section 303 shall be amended to add energy storage facilities as a special land use.

**SECTION 3. AMENDMENT TO CHAPTER 7:** The Pine River Township Zoning Ordinance, Section 703 shall be amended to add energy storage facilities as a special land use.

**SECTION 4. AMENDMENT TO CHAPTER 8:** The Pine River Township Zoning Ordinance, Section 803 shall be amended to add energy storage facilities as a special land use.

**SECTION 5. AMENDMENT TO CHAPTER 9:** The Pine River Township Zoning Ordinance, Section 903 shall be amended to add energy storage facilities as a special land use.

**SECTION 6. AMENDMENT TO CHAPTER 10:** The Pine River Township Zoning Ordinance, Section 1003 shall be amended to add energy storage facilities as a special land use.

**SECTION 7. SEVERABILITY:** The provisions of this Ordinance are declared severable. If any part of this Ordinance is declared invalid for any reason by a court of competent jurisdiction, that declaration does not affect or impair the validity of all other provisions that are not subject to that declaration.

**SECTION 8. REPEAL AND FORM:** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed. Further, the Township may use the content of this Ordinance and compile/insert it into the existing Pine River Township Zoning Ordinance document including making any technical provision numbering or clerical revisions as necessary for the compilation. See MCL 41.186 (ability of Township to codify its ordinances).

**SECTION 9. EFFECTIVE DATE:** This Ordinance shall take effect seven days after publication of a notice of adoption of this Ordinance, unless referendum procedures are initiated under MCL 125.3402. If referendum procedures are initiated, this Ordinance will take effect in accordance with MCL 125.3402.

YEAS: Best, Mueggenborg, Beeson, Whitmore, Baker

NAYS: ∅

ABSENT: ∅

ORDINANCE DECLARED ADOPTED.

  
\_\_\_\_\_  
Kevin Beeson, Township Supervisor

## CERTIFICATION

I hereby certify that:

1. The above is a true copy of an Ordinance adopted by the Pine River Township Board at a duly scheduled and noticed meeting of that Township Board held on 2/18, 2025, pursuant to the required statutory procedures.
2. A summary of the above Ordinance was duly published in the Morning Sun newspaper, a newspaper that circulates within Pine River Township, on 2/19, 2025.
3. Within one week after such publication, I recorded the above Ordinance in a book of ordinances kept by me for that purpose, including the date of passage of the Ordinance, the names of the members of the township board voting, and how each member voted.
4. I filed an attested copy of the above Ordinance with the Gratiot County Clerk on February 19, 2025.

ATTESTED:

  
\_\_\_\_\_  
Andi Whitmore, Township Clerk

**NOTICE OF ADOPTION**  
**ZONING ORDINANCE AMENDMENT**  
**ORDINANCE NO. 2025-101**

**Pine River Township**  
**Gratiot County, Michigan**

The Pine River Township Board adopted an amendment to the Pine River Township Zoning Ordinance on February 18, 2025. The ordinance amendment regulates the development and use of Energy Storage Facilities in the Township and provides for zoning districts to allow the land use. The amendment will become effective seven (7) days after publication of this notice of adoption, unless referendum procedures are initiated under MCL 125.3402. If referendum procedures are initiated, the ordinance amendment will take effect in accordance with MCL 125.3402.

A copy of the ordinance amendment and the entire zoning ordinance may be purchased or inspected during regular business hours or by appointment in the Township Clerk's office located in the Pine River Township Hall at 1495 W Monroe Road, Saint Louis, Michigan 48880. The ordinance amendment contains the following catchlines: (1) Section 1: Amendment to Chapter 15; (2) Section 2: Amendment to Chapter 3; (3) Section 3: Amendment to Chapter 7; (4) Section 4: Amendment to Chapter 8; (5) Section 5: Amendment to Chapter 9; (6) Section 6: Amendment to Chapter 10; (7) Section 7: Severability and Form; (8) Section 8: Repeal and Form; (9) Section 9: Effective Date.

Andi Whitmore, Pine River Township Clerk  
1495 W Monroe Rd  
Saint Louis, Michigan 48880  
Tel: 989-681-5523  
Web: [www.pinerivermi.gov](http://www.pinerivermi.gov)

Publication Date: February 21, 2025