

Exhibit A - Resolution 23-04

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW

RAILSPLITTER SOLAR, LLC,
a Delaware limited liability company,

Appellant,

V

AUGUSTA CHARTER TOWNSHIP through
its PLANNING COMMISSION, a Michigan
municipal corporation,

Appellee.

Case No.: 22-248-AA

Judge Carol Kuhnke

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CONSENT JUDGMENT

At a session of said Court held in the City of Ann Arbor, County of
Washtenaw, State of Michigan, on _____, 2022;

PRESENT: HONORABLE CAROL KUHNKE
Circuit Court Judge

Upon the stipulation and consent of the Parties hereto by and through their respective
attorneys, the Court finds:

A. Railsplitter Solar, LLC, a Delaware limited liability company (“Railsplitter” or “Appellant”) has an interest in certain property pursuant to written easements and purchase agreements commonly described as approximately 493 acres of real property located north of Arkona Road, east of Sanford Road, south of Talladay Road and west of Hitchingham Road, Augusta Charter Township, County of Washtenaw, State of Michigan (the “Railsplitter Property”) which is more specifically described in the attached **Exhibit A**, which is incorporated into this Consent Judgment.

B. Augusta Charter Township through its Planning Commission is a Michigan municipality located in Washtenaw County as established by the laws of the State of Michigan (“Township” or “Appellee”).

C. The Township has adopted a zoning ordinance (“Zoning Ordinance”) which has been amended from time to time. Pursuant to the Zoning Ordinance, the Railsplitter Property in part is zoned Agricultural Residential (“AR”) and in part is zoned Limited Industrial (“LI”).

D. Pursuant to the Zoning Ordinance in effect as the date of LSES Application as defined in this Consent Judgment, a Large Solar Energy System (“LSES”) is permitted in the AR and LI on the Railsplitter Property subject to approval of a special land use permit (“SLU”).

E. Pursuant to the Zoning Ordinance in effect as of the date of the LSES Application as defined in this Consent Judgment, Railsplitter submitted to the Township on May 19, 2021 a SLU application which included a preliminary site plan (“Preliminary Site Plan”) as amended through August 23, 2021 for a LSES to be located, developed and used on the Railsplitter Property numbered by the Township as SLU 21-01 (collectively “LSES Application”).

F. On or about February 16, 2022, the Township by and through its Planning Commission denied approval of the SLU for the LSES Application based on its findings and

determination contained in the Planning Commission Resolution dated February 16, 2022 (“LSES Denial”).

G. On or about February 28, 2022, Railsplitter timely filed a claim of appeal of the LSES Denial with this Court (“Railsplitter Appeal”).

H. Railsplitter and the Township after significant deliberation, now desire to settle and resolve the Railsplitter Appeal in a manner that permits the development, construction, maintenance, repair, improvement, use and operation of the Railsplitter LSES in accordance with the terms and conditions of this Consent Judgment as a settlement of the claims and defenses which were or could have been raised in the Railsplitter Appeal and to provide for the Mutual Release of Claims and preservation of certain claims as stated in paragraph thirteen (13) of this Consent Judgment, and to avoid further costs and expenses and the uncertainty of litigating the Railsplitter Appeal and without any admission of liability and/or fault and/or wrongdoing by either party.

I. Pursuant to the deliberations and settlement discussions between Railsplitter and the Township, Railsplitter has amended the Preliminary Site Plan which amended Preliminary Site Plan is dated March 29, 2022 marked **Exhibit B** and incorporated into and made a part of this Consent Judgment (“Amended Preliminary Site Plan”).

J. The LSES may ultimately be owned and operated by DTE Electric Company or one of its affiliates (collectively “DTE”), or by another third party, but nothing in this Consent Judgment shall require such third party ownership or operation.

K. The Parties agree that the terms of this Consent Judgment are contractual promises made by each of them and binding on the Parties and their heirs, grantees, successors and assigns.

NOW THEREFORE, this Consent Judgment is presented to the Court pursuant to the stipulation and consent of the Parties, and the above findings which are incorporated into the

Consent Judgment and the Court having determined that the Consent Judgment is reasonable and **just, and the Court being otherwise fully advised in the premises:**

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. **Zoning and Vested Rights.** While the Railsplitter Property as defined in this Consent Judgment is zoned in part AR and in part LI, nothing in this Consent Judgment shall prohibit or preclude the Township from amending, changing, or modifying the zoning district/zoning classification and/or text of the Zoning Ordinance applicable to the Railsplitter Property as defined in this Consent Judgment, as provided for and governed by applicable law. Notwithstanding the foregoing, and notwithstanding anything in the Zoning Ordinance to the contrary, the LSES on the Railsplitter Property (described in this Consent Judgment as the “Railsplitter LSES”) (a) as authorized by this Consent Judgment, (b) as described in the LSES Application, (c) as depicted and described in the Amended Preliminary Site Plan, (d) as to be specifically depicted and described in the Final Site Plan, and (e) as may be reasonably inferred as necessary for the development, construction, maintenance, repair, improvement, and continued use/operation of the Railsplitter LSES as permitted and approved by this Consent Judgment, including, but not limited to, the Railsplitter LSES layout, dimensions, grading, designs, landscaping, foundations, screening, footings, piles, setbacks, interior driveways, and access routes, driveways to public right of ways, solar arrays, storm water systems, solar panels, poles, structures, inverters, cabling, collection lines, transmission lines, fencing, maintenance building, parking for the maintenance building, and such other improvements and structures approved hereby and to be constructed pursuant to the LSES Application, Amended Preliminary Site Plan, Final Site Plan and as approved by other governmental agencies and authorities having jurisdiction shall at all times until decommissioned as required by the Decommissioning Agreement referenced

in paragraph seven (7) of this Consent Judgment be deemed to be in lawful conformance with the Zoning Ordinance as now exists and as may be amended, modified, supplemented, and/or replaced. Railsplitter shall be deemed to have fully vested rights to develop, construct, maintain, replace, repair, improve, change Railsplitter LSES materials/components and use the Railsplitter Property for the Railsplitter LSES subject to compliance with lawful and applicable State of Michigan Building Codes as lawfully administered, and subject to compliance with this Consent Judgment inclusive of paragraph eight (8) of this Consent Judgment, Sections 6.25 D., E., F., K., L., and M. of the Zoning Ordinance in effect as of the date of the LSES Application, the setbacks and screening as shown in the Amended Preliminary Site Plan, and shall not be enlarged beyond the boundaries as shown in the Amended Preliminary Site Plan.

This Consent Judgment is also deemed to constitute (a) the development agreement between the Parties, ("Development Agreement"), (b) the special land use agreement as required by Section 4.3 E. of the Zoning Ordinance in effect as of the date of the LSES Application ("SLU Agreement"), and (c) SLU Approval required under the Zoning Ordinance. Such vested rights inclusive of the SLU Approval, SLU Agreement, Development Agreement, Preliminary Site Plan Approval, Final Site Plan Approval and Final Certificate of Zoning Compliance shall, except as specifically provided for in this Consent Judgment, not be subject to any inconsistent and/or conflicting and/or contrary Township ordinance, including the Zoning Ordinance, or any inconsistent and/or conflicting and/or contrary resolution, rule, code or action as now exists and/or as may be amended, modified, supplemented, and/or revoked, including any time limitation set forth in the Zoning Ordinance or under any other Township resolution, regulation, ordinance, action, or code whether now existing or hereafter arising and shall not be subject to the time limitations and expiration time periods contained in the Zoning Ordinance including but not

limited to Article 4, Section 6.25 P, and Article 11 of the Zoning Ordinance in effect as of the date of the LSES Application. In the event any part of and/or all of the Railsplitter LSES is destroyed or damaged, Railsplitter shall have the right to repair, improve, maintain, replace, rebuild and use the LSES as authorized and permitted by this Consent Judgment, subject to Township approval, which approval shall not be denied when such repair, improvement, replacement, maintenance, rebuilding and use of the Railsplitter LSES complies with this Consent Judgment. The Railsplitter LSES on the Railsplitter Property as permitted by this Consent Judgment shall at all times until decommissioned as provided by the Decommissioning Agreement referenced in paragraph seven (7) of this Consent Judgment be deemed lawful and permitted in accordance with this Consent Judgment, and shall not be subject to additional Township imposed conditions, duties, and requirements, notwithstanding any Township code, ordinance, regulation, resolution or action including a moratorium of any type and kind as now exists or which hereinafter may be amended, promulgated, adopted and/or approved from time to time. The construction, maintenance, repair, replacement, improvement of and use of the Railsplitter LSES shall at all times comply with lawful and applicable State of Michigan Building Codes as lawfully administered, and with this Consent Judgment including, paragraph eight (8) of this Consent Judgment, Sections 6.25 D., E., F., K., L., and M of the Zoning Ordinance in effect as of the date of the LSES Application, the setbacks and screening as shown in the Amended Preliminary Site Plan, and shall not be enlarged beyond the boundaries as shown in the Amended Preliminary Site Plan.

2. **Moratorium.** By entry of this Consent Judgment, the Township shall be deemed to have agreed and confirmed that the Township's Resolution 22-08 entitled "Resolution for Moratorium Large Scale Solar Projects" adopted by the Township on March 22, 2022 ("Moratorium Resolution"), and any replacement and/or new and/or substituted and/or amended

moratorium resolutions and/or ordinances/codes/rules related to large scale solar projects/systems adopted by the Township at any time after March 22, 2022 (“Replacement Moratoriums”) are not applicable to and does not in any way delay, interfere with or otherwise prohibit any large solar energy system which was the subject of special land use application submitted to the Township prior to March 22, 2022, including, for the avoidance of doubt, the LSES which is the subject of this Consent Judgment and the Township further agrees that such LSES is not deemed to be a “new Large Solar Energy use(s)” in the Township for the reason that said Moratorium Resolution and Replacement Moratoriums are only applicable to special land use applications for large solar energy systems filed with the Township after March 22, 2022.

3. **Special Land Use Approval.** Notwithstanding anything to the contrary contained in the Zoning Ordinance, by entry of this Consent Judgment, the Township shall be deemed to have determined that the Railsplitter LSES complies with the requirements of the Zoning Ordinance, and deemed to have granted Railsplitter a special land use permit approval (“SLU Approval”) as provided for in this Consent Judgment.

4. **Public Act 116 Deferment Agreement.** The Township shall approve and authorize the Township Clerk to execute any Public Act 116 Solar Panel Application for any land in the LSES Application to the State of Michigan and/or any agency/department of the State of Michigan within thirty (30) days of the Township’s receipt of the Public Act 116 Solar Panel Application.

5. **Amended Preliminary Site Plan.** Notwithstanding anything to the contrary contained in the Zoning Ordinance, in entering into this Consent Judgment, the Parties agree, and it is ordered hereby, that the Amended Preliminary Site Plan complies with all requirements of the Zoning Ordinance including, but not limited to the requirements of Section 6.25, and Article 11 inclusive of Section 11.3 B. of the Zoning Ordinance in effect as of the date of the LSES

Application and further that the Amended Preliminary Site Plan satisfies the required findings set forth in Article 11, Section 11.4 A.-N. inclusive, of the Zoning Ordinance in effect as of the date of the LSES Application.

6. **Township Approvals.** The remaining Township Approvals for the LSES are as follows:

a. **Review and Approval of the Amended Preliminary Site Plan.** Following entry of this Consent Judgment, the Township Planning Commission shall review the Amended Preliminary Site Plan at its next regularly scheduled meeting pursuant to the Zoning Ordinance in effect as of the date of the LSES Application, including, but not limited to Section 11.3 B. of the Zoning Ordinance in effect as of the date of the LSES Application. The Township Planning Commission's review and approval of the Amended Preliminary Site Plan shall be held at the regularly scheduled meeting of the Planning Commission following entry of the Consent Judgement provided (1) that Railsplitter shall have remitted a lawfully charged Preliminary Site Plan review fee, and (2) that the Amended Preliminary Site Plan as reviewed by the Township Planning Commission fully conforms to the Amended Preliminary Site Plan attached to and incorporated into this Consent Judgment.

b. **Review and Approval of Final Site Plan.** Following approval of the Amended Preliminary Site Plan, and upon receipt of all governmental approvals from governmental agencies other than the Township as required by the Zoning Ordinance and applicable law ("Governmental Approvals"), Railsplitter shall submit such Governmental Approvals along with the Final Site Plan for review and approval by the Township Planning Commission in accordance with the Zoning Ordinance in effect as of the date of LSES Application, including, but not limited to Sections 11.3 C. 1., 2. 3 and 11.4 of the Zoning Ordinance in effect as of the date of the LSES Application which

approval shall not be withheld and/or denied provided (1) that Railsplitter shall have remitted a lawfully charged Final Site Plan review fee, (2) the Final Site Plan substantially complies with the Amended Preliminary Site Plan and Governmental Approvals with the express understanding that Railsplitter shall be permitted to relocate, increase and/or reduce the number of Railsplitter LSES-related structures including, but not limited to access drives, transformer, inverters, foundations, underground collection lines, solar arrays within the fence line of the Railsplitter LSES and ancillary work related to the same as shown on the Amended Preliminary Site Plan provided that any such changes comply with Section 6.25 D., E. F., K., L. M. N of the Zoning Ordinance in effect as of the date of the date of the LSES Application, and shall not alter or change in any manner the setbacks and screening shown in the Amended Preliminary Site Plan, (3) the Final Site Plan is in a form substantially complying with requirements for final site plans as required by Article 11 of the Zoning Ordinance in effect as of the date of the LSES Application with the express understanding that in approving the Amended Preliminary Site Plan the Township has expressly found and agreed that the Amended Preliminary Site Plan was in full and complete compliance with Article 11 including, but not limited to Section 11.4 of the Zoning Ordinance in effect as of the date of the LSES Application, and that the Township Planning Commission is bound by its finding of compliance with Article 11 including, but not limited to Section 11.4 of the Zoning Ordinance in effect as of the date of the LSES Application, and (4) the Final Site Plan complies with the conditions set forth in paragraph eight (8) of this Consent Judgment. The review and approval of the Final Site Plan shall not unreasonably be withheld or delayed.

Pursuant to Section 11.5 B. of the Zoning Ordinance in effect as of the date of the LSES Application, it is agreed that the following changes to the Final Site Plan following Final Site Plan Approval are deemed to be minor changes ("Minor Changes") and do not require further Township

Planning Commission review and approval subject to a requirement that such changes are not inconsistent with this Consent Judgment and that all such minor changes be provided for and shown in a revised site plan to be provided to the Township. Said minor changes are deemed to be the relocation, increase and/or reduction in the number of structures, including, but not limited to solar arrays, inverters, access drives, foundations, transformers and underground collection lines within the fence line of the LSES and ancillary work related to the same, as shown on the Amended Preliminary Site Plan provided that any such changes comply with the Section 6.25 D., E. F., K., L. M., and N of the Zoning Ordinance in effect as of the date of the LSES Application, and shall not alter or change in any manner the setbacks and screening shown in the Amended Preliminary Site Plan. Within fourteen (14) days of making a Minor Change, Railsplitter shall provide written notice of the same to the Township Planner.

c. **Review and Approval of Permits.** The Township shall issue and/or cause to be issued zoning permits/certificates, building/construction permits as required by applicable building codes within the authority of the Township and other necessary permits within the authority of the Township including a Preliminary Certificate of Zoning Compliance as required by Sections 14.3 and 14.4 of the Zoning Ordinance in effect as of the date of the LSES Application (“Permits”) to enable Railsplitter to construct the Railsplitter LSES as shown in the Final Site Plan. Upon receipt of a Preliminary Certificate of Zoning Compliance from the Township Zoning Administrator, Railsplitter shall make application to the Washtenaw County Construction Code Official who serves as the Township Building Official for applicable building and construction related permits (collectively “Building Permit”) by (1) submitting any required application form, (2) paying all required and lawful permit fees, and (3) submitting required construction plans and specifications which conform to applicable building codes and fire codes and the Final Site Plan for the issuance

of the Building Permit. Approval of a Preliminary Certificate of Zoning Compliance by the Township Zoning Administrator shall not unreasonably be delayed, conditioned or withheld and shall be approved at such time as that Preliminary Certificate of Zoning Compliance application is materially complete, consistent with this Consent Judgment and lawful fees are paid.

Construction inspections and approvals of the Railsplitter LSES shall be governed by the lawful practices and procedures of the Washtenaw County Construction Code Official. Railsplitter shall make application to and comply with all lawful requirements of the Washtenaw County Construction Code Official.

Upon completion of construction of the Railsplitter LSES, Railsplitter shall apply (1) to the Washtenaw County Construction Code Official for Certificates of Occupancy ("C of O") in accordance with the lawful requirements of Washtenaw County and (2) to the Township Zoning Administrator for a Final Certificate of Zoning Compliance ("FCZC") in accordance with the requirements of Section 14.5 A. and B. of the Zoning Ordinance in effect as of the date of the of the LSES Application and as provided by the Consent Judgment and applicable law.

The Township Zoning Administrator shall not unreasonably delay final inspection and issuance of a FCZC and shall issue the FCZC within five (5) days after final inspection provided the Township Zoning Administrator finds that the site improvements and use of the Railsplitter Property comply with the provisions of the Consent Judgment and the approved Final Site Plan. Within sixty (60) days of Railsplitter's receipt of the FCZC, Railsplitter shall submit as-built drawings of the Railsplitter LSES to the Township Zoning Administrator and Township Planner in hard copy and electronically.

d. Other than applying for and obtaining (1) preliminary site plan approval ("Preliminary Site Plan Approval") (2) final site plan approval ("Final Site Plan Approval") and

(3) construction/building permits (“Permits”) as defined and provided for above in this Consent Judgment, no other Township approvals shall be required for Railsplitter to develop, construct, use and occupy the Railsplitter LSES as set forth in the Amended Preliminary Site Plan.

7. **Decommissioning Agreement.** Following Final Site Plan Approval, and prior to issuance of Permits as defined in this Consent Judgment, Railsplitter and the Township shall execute a decommissioning agreement (“Decommissioning Agreement”) in the form and substance attached as **Exhibit C**. The Decommissioning Agreement shall be binding on both the Township and Railsplitter and their respective grantees, successors, assigns, vendees and trustees and shall run with the land. The Decommissioning Agreement shall be recorded by Railsplitter with Washtenaw County Register of Deeds after said agreement is executed by the Township and Railsplitter.

8. **Additional Requirements for Development, Construction and Use of the Railsplitter LSES.** In the development, construction and use of the Railsplitter LSES, Railsplitter shall comply with the following requirements:

- a. Five hundred (500)-foot setbacks are provided from solar panels to all non-participating residential structures as shown in the Amended Preliminary Site Plan.
- b. One hundred fifty (150)-foot setbacks are provided from solar panels, equipment or deer fencing from all participating residential structures as shown in the Amended Preliminary Site Plan
- c. One hundred (100)-foot setback shall be provided from all road rights-of-ways as shown in the Amended Preliminary Site Plan.
- d. No landscaping shall be placed within 50 feet of any right-of-way.

e. Landscape screening shall be provided and maintained as depicted in the Amended Preliminary Site Plan being sheet Nos. L-101 through L-801. As required by Section 6.25.J of the Augusta Township Zoning Ordinance in effect as of the date of the LSES Application, the vegetative buffer shall be continuously maintained and the applicant shall replace all unhealthy (sixty (60) percent dead or greater) and dead material within one (1) year or the next appropriate planting period, whichever occurs first. The applicant will replace dead material with trees between four (4) and six (6) feet in height and shrubs at least two (2) feet in height, but may plant a different species as approved by the Township Planner, which approval shall not unreasonably be withheld or delayed, if the originally planted species does not thrive in this location.

f. Maintenance of existing trees around the periphery of the Railsplitter LSES.

g. If chemicals are used for weed or mosquito control, they will be applied based on the information contained on the manufactures label and based upon the registered EPA label at the time of application in conjunction with integrated pesticide management (IPM) protocols in compliance with State of Michigan and Federal Laws. ("Mosquito Plan"). Restricted use pesticides, as defined by the Michigan Department of Agriculture and Rural Development (MDARD), will be applied or supervised by a MDARD Certified Commercial Pesticide Applicator at labeled rates and timings in accordance with applicable State of Michigan and federal laws ("Pesticide Plan"). The Mosquito Plan and Pesticide Plan shall be reviewed and approved as part of the Final Site Plan, approval of which shall not be denied when the Mosquito Plan and Pesticide Plan comply with applicable State of Michigan and federal laws.

h. The weed control plan shall be reviewed and approved as part of the Final Site Plan if the plan complies with the Township's Property Maintenance Code (Section 302.4) with regard to weed/grass control.

i. No additional wetlands are allowed to be created or developed on the Railsplitter Property.

j. A survey of existing drain tiles on the Railsplitter Property consisting of aerial photography and review provided by Railsplitter, a Railsplitter on-site walk-through of the Railsplitter Property, and Railsplitter interviews/discussions with owners of the Railsplitter Property ("Tile Survey") which shall be provided to the Township Planner and Engineer along with a plan as approved by the Township Planner and Engineer for maintenance and preservation of the drain tiles all of which shall be submitted and approved with the Final Site Plan, approval of which shall not unreasonably be delayed or denied. Railsplitter shall provide the Township Planner and Engineer at least fourteen (14) days advanced written notice of when Railsplitter will conduct the Tile Survey, and the Township Planner and Engineer shall within said fourteen (14) days confirm in writing to Railsplitter if they elect to join Railsplitter in conducting the Tile Survey.

k. Drain tiles on the Railsplitter Property rendered nonfunctioning directly as a result of the construction, operation, and decommissioning of the Railsplitter LSES shall be replaced or repaired so as not to create any drainage issues on the Railsplitter Property or on adjacent and surrounding properties.

l. Railsplitter shall indemnify, and save harmless the Township, its Board members, and other employees, agents and independent contractors of the Township from and against all third party claims for physical damage to property and personal injury to persons inclusive of attorney fees and expenses/costs to the extent proximately caused by the performance of any construction, maintenance, repairs, improvements, replacement, decommissioning work by Railsplitter and its contractors, subcontractors, employees, agents, or for anyone under contract

with Railsplitter in connection with the Railsplitter LSES ("Third Party Claim") provided however, Railsplitter shall not indemnify and hold the Township harmless for any Third Party Claim arising from or related to the negligence of the Township and/or for any unlawful acts and/or omissions and/or breach of agreements of and by the Township ("Exempt Third Party Claim"). In the event a Third Party Claim is made against the Township, the Township shall provide written notice of the Third Party Claim to Railsplitter within a reasonable time in advance of the date that a response to the Third Party Claim is due. Railsplitter within its sole discretion (1) shall defend against the Third Party Claim, and (2) assuming Railsplitter exercises its discretion to defend against the claim, shall have the right to bring any and all counter-claims, the right to settle the Third Party Claim, and state any and all defenses, with attorneys selected by Railsplitter. These rights shall not be interpreted to interfere with or circumvent any contractual obligations the Township may have with its own insurance providers related to any Third Party Claims made against the Township. During construction and decommissioning of the Railsplitter LSES, Railsplitter shall procure and maintain workers compensation insurance for all employees as required by Michigan Law and public liability insurance in an amount not less than \$3,000,000.00 for injuries to persons and physical damage to property in an amount not less than \$1,000,000.00 ("Required Insurance"). The Required Insurance obtained by Railsplitter and its assigns, except for DTE in the event DTE owns or operates the Railsplitter LSES, shall list the Township as an additional insured and shall contain a clause providing that it cannot be cancelled until after a written notice of intention to cancel has been filed with the Township Board at least ten (10) days prior to the date of cancellation. Proof of Required Insurance shall be in the form of ("Certificates of Insurance") which shall be filed with the Township Board before construction on the Railsplitter LSES is commenced, and before decommissioning is commenced by Railsplitter. Annual renewals

of the Required Insurance as evidenced by Certificates of Insurance shall be filed with the Township Board by the end of January of each year while the Railsplitter LSES is being constructed and decommissioned. Upon request of the Township, Railsplitter shall provide a copy of the policy endorsements to the extent required by this paragraph. The failure of Railsplitter to maintain the Required Insurance shall be considered a violation of this Consent Judgment subject to paragraph twenty-one (21) of this Consent Judgment. Ongoing construction and decommissioning of the Railsplitter LSES shall be conditioned on Railsplitter's maintenance of insurance required by this paragraph of the Consent Judgment. In the event DTE owns the Railsplitter LSES at any time during construction and/or decommissioning of the LSES, DTE shall have no obligation to produce proof of insurance unless specifically demanded in writing to DTE by the Township Clerk by certified mail in which case DTE shall provide proof of insurance required under this paragraph within forty five (45) days from the Township Clerk's written request for proof of insurance.

m. Any Railsplitter LSES project debris originating from damaged solar panels shall be removed from the Railsplitter Property within thirty (30) days of the date of damage to the solar panels or as soon as practical after said thirty (30) days.

n. The owner of the Railsplitter LSES or its assigns shall initially respond within ten (10) business days to complaints from residential property owners arising from the operation of the Railsplitter LSES ("Residential Claims"). Any resolution shall include lawful and reasonable solutions consistent with this Consent Judgment and any applicable laws, and the resolution shall be reported to the Township Zoning Administrator. The Owner and/or operator of the Railsplitter LSES or its assigns reserve the right to adjudicate any claims including Residential Claims in a court of proper jurisdiction as provided by applicable law.

o. Railsplitter shall be responsible for damages to public roads in the Township caused by the construction, use, maintenance and decommissioning of the Railsplitter LSES as set forth in any permit issued by and/or agreement with the Washtenaw County Road Commission. Railsplitter shall abide by all lawful Washtenaw County Road Commission requirements regarding Railsplitter's and/or its contractor's and subcontractor's use, maintenance and/or repair of public roads located in the Township, and shall abide by the terms of any agreements reached with land owners regarding the use and repair of private roads. A copy of any permits by and agreements entered into with the Washtenaw County Road Commission shall be provided to the Township within seven (7) days after permits are issued and any such agreement is fully executed. Such permits and agreements shall be subject to enforcement by the Washtenaw County Road Commission.

p. Prior to the commencement of construction of the Railsplitter LSES, Railsplitter shall deposit or cause to be deposited with the Township a performance guarantee in a form substantially similar to **Exhibit D-1 or D-2 attached hereto** in an amount sufficient to cover the cost for landscaping, fencing, driveways, and parking lot ("Required Improvements") as required by Section 14.9 of the Zoning Ordinance in effect as of the date of the LSES Application ("Performance Security"). The Township upon its review of the Performance Security shall approve the Performance Security selected by Railsplitter, provided it is in an amount equal to the Estimated Cost of the Required Improvements and in a format that is standard and customary for such Performance Security, and provided the Performance Security is issued by a FDIC financial institution/bank licensed and authorized to conduct business in the State of Michigan, or by a surety licensed and authorized to conduct business in the State of Michigan which has a Moody's or equivalent financial rating no lower than Aa or a financial strength rating no lower than [A-] in

A.M. Best rating guide current edition or interim report or by a financial institution licensed and authorized to conduct business in the State of Michigan rated no lower than [A3] by Moody's or [A-] by Standard and Poors. Pursuant to Section 14.9 B.3. of the Zoning Ordinance in effect as of the date of the LSES Application, Railsplitter shall provide an estimated cost of the Required Improvements which shall be approved by the Township Zoning Administrator upon verification of sufficiency, which verification and approval shall not be unreasonably denied or delayed. The Performance Security is for the Required Improvements and shall be returned and/or voided at such time as the Township Zoning Administrator has reviewed and approved the Required Improvements for the purpose of verifying compliance with the Final Site Plan which approval shall not be unreasonably delayed or denied, and subject to retention of not more than 10% for a period of one year after completion of the Required Improvements to assure maintenance and replacement of any damaged or defective Required Improvements. Other than the Performance Security and any security required by the Decommissioning Agreement, Railsplitter shall not be required to provide any other security to the Township arising from the construction, development, maintenance, repair, improve, use operation and decommissioning of the Railsplitter LSES.

q. Except in the event of an emergency on a particular day during construction that is reasonably perceived to be an endangerment to persons or property and/or upon which there are unforeseen circumstances arising from weather, acts of God, fire, flood, epidemic, an environmental condition, supply chain delays/disruptions, a labor dispute, civil unrest, legal actions, or issuance of permits and inspections or other governmental actions or inaction which materially impact the progress of the development and construction of the Railsplitter LSES ("Construction Delays") during the time period that the Railsplitter LSES is developed and constructed, Railsplitter and its contractors and suppliers shall comply with the following times

and days for development and construction of the Railsplitter LSES: Mondays through Fridays from 7:00 a.m. to 5:30 p.m. and on Saturdays from 8:00 a.m. to 5:30 p.m. for noise-producing construction activity ("Construction Hours"). Ordinary delays in construction which are not defined as Construction Delays in this paragraph 8.q. shall not constitute Construction Delays. Construction activity that does not produce noise beyond the Railsplitter Property boundary can occur twenty-four (24) hours per day, seven days per week so long as such development and construction activity does not produce any "Actual Nuisance" to adjacent residentially occupied properties. An Actual Nuisance under this paragraph 8.q. shall mean significant noise or light pollution that unreasonably interferes with the occupancy of adjacent residential property as defined by the applicable laws of the State of Michigan. Railsplitter shall notify the Township Zoning Administrator in writing of any Construction Delay which may result in contractors and suppliers working beyond the above Construction Hours ("Notice of Construction Delay"). The Township Zoning Administrator shall approve or deny Railsplitter's request to work beyond the Construction Hours within 2 business days of receipt of the Notice of Construction Delay the approval of which shall not be unreasonably withheld when a Construction Delay is confirmed. Violation of this provision of the Consent Judgment shall subject Railsplitter to the following remedies; (1) in fines as follows: \$1,000.00 for the first violation, \$2,500.00 for the second violation, \$5,000.00 for the third violation, \$10,000.00 for the 4th violation and every violation thereafter ("Construction Fine") payable to the Township within 10 days from the Township's written notice ("Notice of Construction Fine"), and (2) in the event the violation of this paragraph 8.q. of the Consent Judgment continues after the fourth violation, the Township shall be entitled to seek an injunction enjoining Railsplitter and its contractors and agents from performing construction activities that are not within the Construction Hours as prohibited by this paragraph

8.q. The Notice of Construction Fine may be appealed to the Board within 21 days of Notice of Construction Fine. Failure to pay the Construction Fine may subject Railsplitter to enforcement under paragraph 12 of this Consent Judgment.

r. During development and construction, Railsplitter and its contractors and suppliers shall use the laydown/storage areas (“Yards”) for storing and staging construction equipment, materials, supplies, tools, office trailers, storage trailers/bins and the like during the course of development as shown on Sheet No. 25 dated April 8, 2022 which are attached as **Exhibit E** and incorporated herein. Deliveries to the Yards shall occur between 7:00 a.m. and 5:30 p.m. Mondays through Fridays and on Saturdays 8:00 a.m. to 5:00 p.m. (“Delivery Times”) except in the event of Construction Delays which must be reported to the Township as provided in this paragraph 8.q. Violation of this provision of the Consent Judgment shall result in a Construction Fine payable to the Township within 10 days of the Notice of Construction Fine in the manner provided in paragraph 8.q., and shall after the fourth violation, entitle the Township to seek injunctive relief enjoining Railsplitter, its contractors and agents from violating Delivery Times. The Notice of Construction Fine may be appealed to the Board within 21 days of Notice of Construction Fine. Failure to pay the Construction Fine may subject Railsplitter to enforcement under paragraph 12 of this Consent Judgment.

s. Railsplitter at its sole discretion shall have the right, but not the obligation to seek and obtain approval of the consolidation of any of the parcels which comprise the Railsplitter Property, subject to any required review and approval of the Township and other regulatory agencies with jurisdiction.

t. At such times as the Township retains and utilizes the Township Planner and/or Township Engineer and/or the Township Attorney (“Township Professionals”) related to the tile

survey required by 8.j. above or to review Railsplitter's applications for the Preliminary Site Plan and the Final Site or to review such other items submitted to the Township as required by this Consent Judgment ("Professional Reviews"), the Township shall provide Railsplitter written notice of the Township's use of Township Professionals which written notice ("Professional Notice") shall contain a reasonable written itemized estimate of the Township Professionals fees and expenses directly arising from and related to the Professional Reviews ("Estimated Professional Fees"). Railsplitter shall remit the Estimated Professional Fees to the Township within forty-five (45) days of the Professional Notice. The Estimated Professional Fees and the Actual Professional Fees as defined herein below, shall be reasonable and customary for Professional Reviews typically charged in Washtenaw County and shall be directly related to the Professional Reviews. During the time that the Professional Review is being undertaken, the Township by the end of each month shall provide Railsplitter itemized invoices from the Township Professionals documenting the actual fees and expenses for the Professional Reviews ("Actual Professional Fees"). In the event the Actual Professional Fees exceed the Estimated Professional Fees, as documented by the itemized invoices, Railsplitter shall remit the difference to the Township within forty-five (45) days of receipt of the itemized invoices identifying the Actual Professional Fees in excess of the Estimated Professional Fees. In the event the Actual Professional Fees are less than the Estimated Professional Fees, the Township shall remit the difference to Railsplitter within forty-five (45) days of the issuance of the final invoice for the Actual Professional Fees. Railsplitter reserves the right to object to the Actual Professional Fees by written notice to the Township, and any dispute regarding the Actual Professional Fees shall be subject to adjudication as provided by paragraph twelve (12) of this Consent Judgment.

9. **Binding Effect.** This Consent Judgment is deemed to have been mutually drafted by the Parties and is binding upon and shall inure to the benefit of the Parties hereto, their respective heirs, personal representatives, successors, grantees, trustees, departments, commissions, employees, successors in interest and/or assigns without limiting the generality thereto.

10. **Recordation.** This Consent Judgment shall be recorded by Railsplitter in the office of the Washtenaw County Register of Deeds and shall be deemed a covenant running with the land. A true copy of the recorded Consent Judgment shall be provided by Railsplitter to the Township.

11. **Assignment.** Railsplitter shall have the right to assign its rights and obligations pursuant to this Consent Judgment and the Decommissioning Agreement, subject to the assignee's (1) unambiguous acknowledgement and written consent to assume all of Railsplitter's obligations under this Consent Judgment, and the Decommissioning Agreement, (2) assignee's unambiguous acknowledgement and written consent to be bound by all of the terms of the Consent Judgment and Decommissioning Agreement, (3) upon assignee's providing of any substitute Performance Security to the extent and in the amount and in the form required by paragraph eight 8.p of this Consent Judgment, and (4) upon assignee's providing of replacement security as provided by the Decommissioning Agreement. (collectively "Assignment Conditions"). Written notice of assignment shall be provided to the Township within 30 days, such notice to be delivered to the Township by certified mail and shall include a copy of the assignment which assignment shall include the Assignee's consents as required by this paragraph eleven (11) subsections (1) and (2), and substitute Performance Security and the replacement security in compliance with the Decommissioning Agreement ("Assignment Documents"). Upon delivery of the notice of

assignment along with the Assignment Documents in a form required by this paragraph, Railsplitter shall be automatically released and fully discharged from any and all of its obligations, covenants and duties under and pursuant to this Consent Judgment and under and pursuant to the Decommissioning Agreement, and the assignee shall be subject to the requirements of this Consent Judgment and shall assume all of Railsplitter's duties, covenants and obligations hereunder, under the approved site plan, and under the Decommissioning Agreement.

12. Continuing Jurisdiction. This Court retains continuing jurisdiction to assure compliance with the terms of this Consent Judgment, to accomplish issuance of all necessary approvals and permits which may reasonably be required for the development and construction, maintenance, repair, improvement, use and occupancy of the Railsplitter LSES as set forth in the Amended Preliminary Site Plan, the Final Site Plan as approved in the manner provided by this Consent Judgment and as otherwise provided by applicable law. In the event of a proceeding to enforce the Consent Judgment, the prevailing Party may seek and is entitled to recover costs and reasonable attorney fees in addition to other applicable relief including injunctive relief and specific performance as necessary to enforce the terms of this Judgment. It is agreed that any breach of this Consent Judgment shall in addition to such remedies, entitle the non-breaching party to seek and obtain specific performance and injunctive relief as necessary to enforce the terms of this Consent Judgment, the Final Site Plan, and the Decommissioning Agreement approved as part of this Consent Judgment as it is acknowledged by the Township and Railsplitter that any such breach shall cause irreparable harm to the non-breaching Party

13. Mutual Release from Liability. Railsplitter for itself and its respective officers, owners, members, partners, shareholders, directors, trustees and employees, independent contractors, attorneys, consultants, successors and assigns, and the Township for itself, its

employees, elected officials, boards, commissions, independent contractors, trustees, employees, consultants and attorneys, mutually release and forever discharge each other of and from any and all claims, demands, actions, causes of action, suits, debts, judgments, attorney fees, under any federal, state or other statutes, regulations, executions, damages and rights of whatever nature in law, equity or otherwise, which now exist or which may subsequently accrue by reason of any acts, event or facts arising out of or related to this Consent Judgment, the Railsplitter LSES, the LSES Application, the Preliminary Site Plan Approval, the Final Site Plan Approval, and the Certificate of Zoning and existing as of the date of the Consent Judgment, whether known or unknown on that date (“Mutually Released Claims”). Notwithstanding anything to the contrary in this Consent Judgment, the Mutually Released Claims shall not bar claims and actions that may accrue after the date of this Consent Judgment (1) which are wholly unrelated to the Mutually Released Claims, or (2) which are brought/made to enforce and otherwise seek and obtain remedies to enforce this Consent Judgment, all of which claims, actions, demands and remedies are fully preserved and not waived and not released.

14. Amendment of Terms. The terms of this Consent Judgment may not be amended except by stipulation of the Parties entered with the Court. Notwithstanding the foregoing, Railsplitter with the written consent of the Township Planner and Engineer which consent shall not unreasonably be withheld or delayed, shall in addition to the Minor Changes as provided in paragraph six (6) of this Consent Judgment be entitled to make changes to the Final Site Plan, which (i) do not change the requirements set forth in paragraph eight (8) of this Consent Judgment, (ii) does not increase the height of the solar panels beyond the limitation contained in Section 6.25 F. of the Zoning Ordinance in effect as of the date of the LSES Application, and (iii) otherwise

comply with the letter and spirit of this Consent Judgment and Sections 6.25 D. E. K. L. M. and N. of the Zoning Ordinance in effect as of the date of the LSES Application.

15. Authority and Full Understanding. The Parties to this Appeal represent to this Court that they have fully read the Consent Judgment, have discussed it with their respective legal counsel and fully understand the terms and conditions thereof. Each person signing the Consent Judgment on behalf of any Party, hereby represents and warrants that he/she is a duly authorized representative and agent of the respective Party, and she/he has full authority to bind said Party to the covenants, terms, conditions, warranties, representations and obligations of this Consent Judgment.

16. Future Use. The terms of this Consent Judgment shall not be deemed to prevent Railsplitter and/or its successors, grantees, transferees, and assigns from developing, redeveloping, constructing and occupying the Railsplitter Property for such other uses, and buildings as are permitted and authorized in accordance with applicable law including, but not limited to the Zoning Ordinance.

17. Clerical Errors. Any clerical errors or mistakes in document or exhibit descriptions contained in this Consent Judgment, may be corrected by the Parties and all Parties agree to cooperate in making such corrections in order to effectuate the intent and purpose of this Consent Judgment.

18. Execution of Consent Judgment. This Consent Judgment may be executed by the Parties in counterparts, and pages containing the original signatures shall be attached to the Consent Judgment filed with the Court, photocopies and scanned signatures of the Parties hereto, shall be deemed duplicate signatures.

19. Conflicting Provisions. To the extent the terms of this Consent Judgment conflict with the Zoning Ordinance, and any other resolutions, regulations, actions, codes and ordinances of the Township whether now existing or hereafter arising, the terms of the Consent Judgment shall apply and govern the Parties. To the extent that the Consent Judgment is silent on issues regulated by the Zoning Ordinance, and applicable resolutions, regulations, actions, codes and ordinances, the Township's Zoning Ordinance, resolutions, codes and ordinances shall control and govern the Parties, provided, that in no event shall any application of the Zoning Ordinance and/or any code and/or ordinance and/or resolution and/or regulation cause any change and/or otherwise prevent and/or impede the development, construction, repair, improvement, maintenance, replacement and/or the use and occupancy of the Railsplitter Property as a LSES as authorized by this Consent Judgment.

20. Good Faith Cooperation. If further action is required to accomplish the intent and purpose this Consent Judgment, the Parties shall act in good in faith to undertake such actions, including, but not limited to the execution of documents and amendments to this Consent Judgment. Time is of the essence.

21. Default. In the event of a claimed default or violation of this Consent Judgment, the Party claiming such default or violation shall provide the defaulting Party with written notice thereof, describing in reasonable detail the nature of the alleged violation and/or default. With the exception of a Railsplitter default of Construction Hours as set forth in paragraph 8.q. of this Consent Judgment, and the Township's sole and exclusive remedy for such default, and with exception of a Railsplitter default of Delivery Times as set forth in paragraph 8.r. of this Consent Judgment and the Township's sole and exclusive remedy for such default, any other violation or default shall not exist under this Consent Judgment unless the Party receiving such notice shall fail

to cure such violation/default within thirty (30) days following receipt of such notice. If, after notice, the violation/default is not cured, the aggrieved party may proceed with an enforcement action under this Consent Judgment as may be necessary or desirable, and pursue remedies available at law or in equity. A successful aggrieved party under this section shall be entitled to recover costs and reasonable attorney fees.

22. Effective Date of this Consent Judgment. The Consent Judgment shall take effect upon entry of the same by this Court.

**THIS CONSENT JUDGMENT RESOLVES ALL PENDING CLAIMS
AND CLOSES THIS CASE
SIGNATURE PAGE IS THE NEXT PAGE**

SIGNATURE PAGE FOR THE CONSENT JUDGMENT

Circuit Court Judge

Approved as to Form and Substance for Entry

Railsplitter Solar, LLC

By: _____

(Print)

Its: Managing Member

Dated: _____

And By Its Attorneys:

Dickinson Wright PLLC

By: _____

Timothy A. Stoepker (P31297)
200 Ottawa Avenue, NW, Ste. 1000
Grand Rapids, Michigan 49503
(616) 458-1300

Augusta Charter Township

By: _____

(Print)

Its: Supervisor

Dated: _____

Augusta Charter Township Attorney

By: _____

Victor L. Lillich (P44286)
603 W. Huron Street
Ann Arbor, Michigan 48103
(734) 769-9050

EXHIBIT A
DESCRIPTION OF RAILSPLITTER PROPERTY

DRAFT

Parcels Hosting PV Array:

T-20-19-400-001:

The West 60 acres of the North Half of the Southeast Quarter (W60A N1/2 SE1/4) of Section 19, Township 4 South, Range 7 East, Washtenaw County, Michigan.

T-20-19-400-002:

The East Half of the East Half of the Southeast Quarter (E1/2 E1/2 SE1/4) and the West Three Quarters of the South Half of the Southeast Quarter (W3/4 S1/2 SE1/4) of Section 19, Township 4 South, Range 7 East, Washtenaw County, Michigan.

T-20-30-100-003:

Part of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 30, Township 4 South, Range 7 East, Washtenaw County, Michigan, described as follows:
Commencing 80 rods North of the quarter section on the North and South line of the East side of Section 30, Township 4 South, Range 7 East; thence North to the Northeast corner of said section; thence West on the North line of the section, 80 rods to the Northwest corner of the East half of the Northeast quarter of said section; thence South 40 rods to lands formerly owned by James Wardel; thence East along Wardel's North line, 26 2/3 rods; thence South on Wardel's line 40 rods; thence East 53 1/2 rods to the place of beginning.

T-20-30-100-004:

The North Half of the Northwest Quarter of the Northeast Quarter (N1/2 NW1/4 NE1/4) of Section 30, Township 4 South, Range 7 East, Washtenaw County, Michigan.

T-20-30-100-005:

A part of the Northeast Quarter (NE1/4) of Section 30, Township 4 South, Range 7 East, Washtenaw County, Michigan, described as follows:
Commencing North 89°47'01" West 879.81 feet along the East-West quarter line of said section from the East quarter corner of said section as recorded in Liber 3, Page 244, Washtenaw County Records; thence North 89°47'01" West 952.87 feet along said East-West quarter line to the centerline of McCrone Road (66 feet wide) said point being South 89°47'01" East 769.46 feet from the center of said section; thence North 61°34'24" West 532.61 feet along said centerline; thence continuing along said centerline North 57°48'00" West 354.00 feet to a point on the North-South quarter line of said section, said point being North 00°11'50" East 439.27 feet from the center of said section; thence North 00°11'50" East 1572.84 feet along said quarter line; thence South 89°21'52" East 1706.66 feet; thence South 00°15'11" East 1999.70 feet to East- West quarter line of said section and the point of beginning, containing 75.210 acres more or less.

T-20-30-200-004:

Part of the Northwest Quarter (NW1/4) of Section 30, Township 4 South, Range 7 East, Washtenaw County, Michigan, described as follows:
Beginning at a point that is distant South 88°26'40" West 377.60 feet along the North line of Section 30 (Willow Road), and South 01°23'16" East 399.85 feet from the North quarter corner of said Section 30; thence South 88°31'40" West 608.22 feet to the centerline of McCrone Road;

thence South 03°37'47" East 61.27 feet to a point; thence South 12°16'47" East 418.55 feet to a point; thence South 20°59'47" East 224.47 feet to a point, the last three (3) courses being along the centerline of McCrone Road; thence South 64°16'33" East 171.47 feet to a point; thence North 88°26'40" East 292.67 feet to an iron; thence North 00°55'43" West 761.90 feet to the point of beginning.

T-20-30-200-008:

Part of the Northwest fractional Quarter (NW1/4) of Section 30, Township 4 South, Range 7 East, Washtenaw County, Michigan, described as follows:

Commencing at Northwest corner of section; thence East 78.5 feet in North line of section for place of beginning; thence East 461.0 feet in North line of section; thence South 1860.21 feet to North line of South 50 acres of Northwest fractional quarter; thence West in North line of South 50 acres of Northwest fractional quarter to West line of section; thence North 1563.41 feet in West line of section; thence East 78.5 feet; thence North 296.8 feet to place of beginning, containing 22.51 acres, more or less.

T-20-30-200-012:

Part of the Northwest Quarter (NW1/4) of Section 30, Township 4 South, Range 7 East, Washtenaw County, Michigan, described as follows:

Beginning at the North quarter corner of said section; thence Westerly along the North section line of said section 377.60 feet to an iron; thence Southerly along a line making a Southeasterly angle of 90°10'04" with the said section line 399.85 feet to an iron; thence continuing Southerly along a line deflecting to the right 00°27'33" a distance of 761.90 feet to an iron; thence Easterly along a line making a Northeasterly angle of 89°22'23" with the last described line 374.40 feet to an iron in the North and South quarter line of said section; thence Northerly along the said quarter line making a Northwesterly angle of 90°37'37" with the last described line 1,161.75 feet to the point of beginning.

Except that portion conveyed to Randy L. Heldt and Kathy A. Heldt in Liber 2417, Page 829, Washtenaw County Records, described as follows: Beginning at the North quarter corner of Section 30, Township 4 South, Range 7 East, Augusta Township, Washtenaw County, Michigan; thence South 00°55'45" East 400.41 feet along the North and South quarter line of said section; thence South 88°31'40" West 308.39 feet; thence North 01°23'15" West 400.04 feet; thence North 88°26'40" East 311.60 feet along the North line of said section and the centerline of Willow Road to the point of beginning.

T-20-30-400-006, T-20-30-100-002:

Part of Section 30, Township 4 South, Range 7 East, Augusta Township, Washtenaw County, Michigan, described as: commencing at the east 1/4 corner of section 30, town 4 south, range 7 east, Augusta Township, Washtenaw County, Michigan; thence N02°15'22"W (recorded as N01°45'57"W) 395.42 feet along the east line of said section 30, lying in Gooding Road (66 feet wide) for a place of beginning; thence S49°25'24"W (recorded as S49°54'49"W) 1419.09 feet along the northerly line of Norfolk and Western Railroad (formerly Wabash Railroad) (100 feet wide); thence N54°15'19"W 240.12 feet along the centerline of McCrone Road (66 feet wide); thence N02°00'48"W (recorded as N01°31'23"W) 347.39 feet along the west line of the east 1/2 of the southeast 1/4 of said section 30; thence N88°12'52"E (recorded as N88°42'19"E) 421.36 feet along the east-west 1/4 line of said section 30; thence N02°15'22"W (recorded as N01°45'57"W) 1320.00 feet; thence N88°12'54"E (recorded as N88°42'19"E) 879.78 feet; thence S02°15'22"E (recorded as S01°45'57"E) 924.58 feet along the east line of said section 30 to the place of beginning; containing 29.74 acres of land, more or less, being subject to the rights of the public over the easterly 33 feet thereof as occupied by said Gooding Road, also being subject to the rights of the public over the southwesterly 33 feet thereof as occupied by said McCrone Road, and also being subject to easements, conditions, restrictions, and exceptions of record, if any.

Hosting Transmission and Collection Line Infrastructure:

T-20-19-300-003:

All that part of the West 1/2 of Section 19, Town 4 South, Range 7 East, described as beginning on the South line of Section 19, aforesaid 213.80 feet North 88°27'01" East from the Southwest corner of said Section 19; thence North 01°32'28" West 179.00 feet; thence South 88°27'01" West 213.80 feet to the West line of said Section 19; thence North 01°32'38" West 154.62 feet to the Southeast corner of Section 24, Town 4 South, Range 6 East; thence North 01°09'28" West 2663.72 feet to the East 1/4 corner of Section 24 aforesaid; thence North 1°16'28" West along the West line of said Section 19 a distance of 960.44 feet to the center of Buck Creek; thence along the center of said Buck Creek South 78°23'40" East 569.29 feet; thence South 80°08'20" East 447.47 feet; thence South 82°59'50" East 576.24 feet; thence leaving the said center of Buck Creek South 07°16'55" West 651.83 feet; thence South 83°56'25" East 398.66 feet to the center line of McCrone Road; thence along the center line of said McCrone Road South 07°16'55" West 1127.71 feet; thence South 01°57'20" West 1100.29 feet; thence South 00°08'25" West 744.78 feet to the South line of said Section 19; thence South 88°27'01" West along the South line of said Section 19 a distance of 1404.59 feet to the point of beginning;

EXCEPT Part of the West 1/2 of Section 19, Town 4 South, Range 7 East, Augusta Township, Washtenaw County, Michigan, described as beginning at a point on the South line of Section 19 (Willow Road), distant North 88°27'01" East, 855.23 feet from the Southwest corner of said Section 19; thence continuing North 88°27'01" East, 763.16 feet along said South line to a point on the center line of McCrone Road; thence North 00°08'25" East, 744.78 feet to a point; thence North 01°57'20" East, 1100.29 feet to a point; thence North 07°16'55" East, 1127.71 feet to a point, the last three (3) courses being along the center line of McCrone Road; thence North 83°56'25" West, 398.66 feet; thence North 07°16'55" East, 651.83 feet to a point in the center of Buck Creek so called; thence North 82°59'50" West, 576.24 feet to a point; thence North 80°08'20" West, 447.47 feet to a point; thence North 78°23'40" West, 410.29 feet to a point, the last three (3) courses being along the center line of said Buck Creek; thence South 01°16'28" East, 225.00 feet to a point; thence South 10°59'37" East, 710.76 feet to a point; thence South 01°09'28" East, 1973.69 feet to a point; thence South 30°56'19" East, 1172.66 feet to the point of beginning.

T-20-30-200-009:

The South 50 acres of the Northwest Fractional Quarter (S50A NW1/4) of Section 30, Township 4 South, Range 7 East, Washtenaw County, Michigan, except 4.20 acres in the Southeast corner, said 4.20 acres described as:

Beginning at the center of the section, thence West 80 rods in the East and West quarter line, thence North 6 feet to the center of a ditch, thence Easterly along ditch to North and South quarter line, thence South 277 feet to place of beginning,

Also except beginning at Northeast corner of South 50 acres of Northwest 1/4, thence South 387 feet in North and South quarter line, thence Northwesterly along highway to North line of South 50 acres of Northwest 1/4, thence East 458.75 feet to place of beginning.

T-20-30-200-010:

That part of the Northwest Quarter (NW1/4) of Section 30, Township 4 South, Range 7 East, Augusta Township, Washtenaw County, Michigan, described as follows:

Commencing at an iron in the North quarter corner of said section; thence Southerly along the North and South quarter line, 1842.41 feet to an iron and the point of beginning; thence Westerly along a line

making a Northwesterly angle of $90^{\circ}00'43''$ with the said quarter line, 459.25 feet to an iron in the center line of McCrone Road; thence Southeasterly along the said center line of McCrone Road making a Southeasterly angle of $64^{\circ}16'39''$ with the last described line, 3.94 feet to an iron; thence continuing Southeasterly along the said center line of McCrone Road deflecting to the left $19^{\circ}02'00''$ from the last described line, 26.72 feet to an iron pin; thence Easterly along a line making a Northeasterly angle of $134^{\circ}08'18''$ with the last described line, 438.75 feet to an iron in the said North and South quarter line; thence Northerly along the said North and South quarter line making a Northwesterly angle of $90^{\circ}37'46''$ with the last described line, 17.8 feet to the point of beginning.

Also, that part of the Northwest 1/4 of Section 30, Township 4 South, Range 7 East, described as follows: Beginning at an iron in the North quarter corner of said section; thence Southerly along the North and South quarter line of said section, 1842.41 feet to an iron; thence Westerly along a line making a Northwesterly angle of $90^{\circ}00'43''$ with the said quarter line, 459.25 feet to an iron in the center line of McCrone Road; thence Southeasterly along the said center line of McCrone Road making a Southeasterly angle of $64^{\circ}16'39''$ with the last described line, 3.94 feet to an iron; thence continuing Southeasterly along the said center line of McCrone Road deflecting to the left $19^{\circ}02'00''$ from the last described line, 26.72 feet to an iron; thence Westerly along a line making a Northwesterly angle of $45^{\circ}51'42''$ with the last described line, 1630.58 feet to an iron; thence Northerly along a line making a Northeasterly angle of $89^{\circ}43'04''$ with the last described line, 1860.21 feet to an iron in the North line of said section, said North line also being the center line of Willow Road; thence Easterly along the said North line making a Southeasterly angle of $90^{\circ}16'47''$ with the last described line, 1078.55 feet to an iron; thence Southerly along a line making a Southwesterly angle of $92^{\circ}09'27''$ with the said North section line, 400.13 feet to an iron; thence Easterly along a line making a Northeasterly angle of $92^{\circ}09'27''$ with the last described line, 608.22 feet to an iron; thence Northerly along a line making a Northwesterly angle of $90^{\circ}10'04''$ with the last described line, 399.85 feet to an iron in the said North line; thence Easterly along the said North line making a Southeasterly angle of $90^{\circ}10'04''$ with the last described line, 377.60 feet to the point of beginning.

Except the following descriptions situated in Augusta Township, Washtenaw County, Michigan: That part of the Northwest 1/4 of Section 30, Township 4 South, Range 7 East, described as Beginning at the North quarter corner of said section; thence Westerly along the North section line of said section, 377.60 feet to an iron; thence South along a line making a Southeasterly angle of $90^{\circ}10'04''$ with the said section line, 399.85 feet to an iron; thence continuing Southerly along a line deflecting to the right $00^{\circ}27'33''$ a distance of 761.90 feet to an iron; thence Easterly along a line making a Northeasterly angle of $89^{\circ}22'23''$ with the last described line, 374.40 feet to an iron in the North and South quarter line of said section; thence Northerly along the said quarter line making a Northwesterly angle of $90^{\circ}37'37''$ with the last described line 1,161.75 feet to the point of beginning, being 10 acres.

Also Excepting, part of the Northwest 1/4 of Section 30, Township 4 South, Range 7 East, Augusta Township, Washtenaw County, Michigan. Beginning at a point that is distant South $88^{\circ}26'40''$ West 377.60 feet along the North line of Section 30, Willow Road, and South $01^{\circ}23'16''$ East 399.85 feet from the North quarter corner of said Section 30; thence South $88^{\circ}31'40''$ West 608.22 feet to the center line of McCrone Road; thence South $03^{\circ}37'47''$ East 61.27 feet to a point; thence South $12^{\circ}16'47''$ East 418.55 feet to a point; thence South $20^{\circ}59'47''$ East 224.47 feet to a point, the last three (3) courses being along the center line of McCrone Road; thence South $64^{\circ}16'33''$ East 171.47 feet to a point; thence North $88^{\circ}26'40''$ East 292.67 feet to an iron; thence North $00^{\circ}55'43''$ West 761.90 feet to the point of beginning, being 8.650 acres (Milan Station).

EXHIBIT B

MARCH 29, 2022 AMENDED PRELIMINARY SITE PLAN

DRAFT



Stantec Consulting Ltd.
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www.stantec.com

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Notes

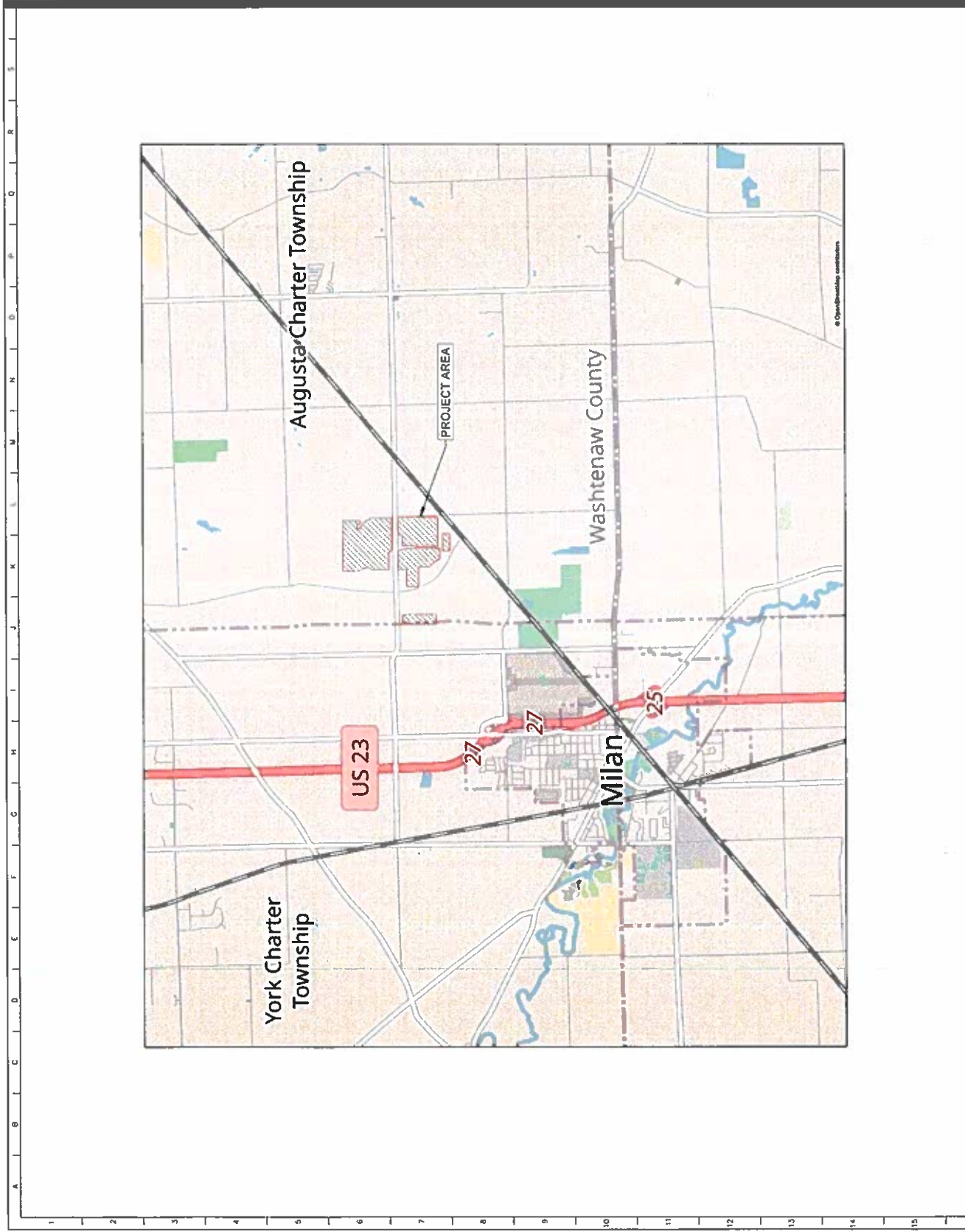
Legend

NO.	DATE	DESCRIPTION	BY	CHKD.
1	07/11/17	ISSUED FOR PERMIT	MM	MM
2	07/11/17	ISSUED FOR PERMIT	MM	MM
3	07/11/17	ISSUED FOR PERMIT	MM	MM
4	07/11/17	ISSUED FOR PERMIT	MM	MM
5	07/11/17	ISSUED FOR PERMIT	MM	MM
6	07/11/17	ISSUED FOR PERMIT	MM	MM
7	07/11/17	ISSUED FOR PERMIT	MM	MM
8	07/11/17	ISSUED FOR PERMIT	MM	MM
9	07/11/17	ISSUED FOR PERMIT	MM	MM
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13	07/11/17	ISSUED FOR PERMIT	MM	MM
14	07/11/17	ISSUED FOR PERMIT	MM	MM
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16	07/11/17	ISSUED FOR PERMIT	MM	MM
17	07/11/17	ISSUED FOR PERMIT	MM	MM
18	07/11/17	ISSUED FOR PERMIT	MM	MM
19	07/11/17	ISSUED FOR PERMIT	MM	MM
20	07/11/17	ISSUED FOR PERMIT	MM	MM

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Client/Project
RAILSPUR SOLAR, LLC
RAILSPUR SOLAR PROJECT
PRELIMINARY SITE PLAN
Washtenaw County, MI
Title
PRELIMINARY SITE PLAN
PROJECT AREA MAP

Project No. 19207426
Drawing No. G-101
Scale 1" = 200'
Sheet 1 of 1
Revision K





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2. THE PROJECT AREA IS SHOWN IN RED. THE PROJECT AREA IS SHOWN IN RED. THE PROJECT AREA IS SHOWN IN RED.
3. TO A LARGER SCALE SHOWN BY THE CITY OF WINDSOR.
4. REFER TO THE LAYOUT SHEET FOR DETAIL OF THE PROJECT AREA.
5. THERE ARE NO KNOWN EXISTING OR PROPOSED WELLS OR SEWAGE SYSTEMS.

Legend

- PROJECT BOUNDARY
- PROJECT PANEL
- PUBLIC ROADWAY
- AGRICULTURAL/RESIDENTIAL
- AGRICULTURAL/INDUSTRIAL
- GENERAL INDUSTRIAL
- MOBILE HOUSING COMMUNITY
- CONSERVATION
- LANDUSE
- AGRICULTURAL
- RESIDENTIAL
- INDUSTRIAL
- OTHER ROAD

Property	Area	Value
1. UNIMPAVED LOT, 100' x 100'	100	100
2. UNIMPAVED LOT, 100' x 100'	100	100
3. UNIMPAVED LOT, 100' x 100'	100	100
4. UNIMPAVED LOT, 100' x 100'	100	100
5. UNIMPAVED LOT, 100' x 100'	100	100
6. UNIMPAVED LOT, 100' x 100'	100	100
7. UNIMPAVED LOT, 100' x 100'	100	100
8. UNIMPAVED LOT, 100' x 100'	100	100
9. UNIMPAVED LOT, 100' x 100'	100	100
10. UNIMPAVED LOT, 100' x 100'	100	100
11. UNIMPAVED LOT, 100' x 100'	100	100
12. UNIMPAVED LOT, 100' x 100'	100	100
13. UNIMPAVED LOT, 100' x 100'	100	100
14. UNIMPAVED LOT, 100' x 100'	100	100
15. UNIMPAVED LOT, 100' x 100'	100	100
16. UNIMPAVED LOT, 100' x 100'	100	100
17. UNIMPAVED LOT, 100' x 100'	100	100
18. UNIMPAVED LOT, 100' x 100'	100	100
19. UNIMPAVED LOT, 100' x 100'	100	100
20. UNIMPAVED LOT, 100' x 100'	100	100
21. UNIMPAVED LOT, 100' x 100'	100	100
22. UNIMPAVED LOT, 100' x 100'	100	100
23. UNIMPAVED LOT, 100' x 100'	100	100
24. UNIMPAVED LOT, 100' x 100'	100	100
25. UNIMPAVED LOT, 100' x 100'	100	100
26. UNIMPAVED LOT, 100' x 100'	100	100
27. UNIMPAVED LOT, 100' x 100'	100	100
28. UNIMPAVED LOT, 100' x 100'	100	100
29. UNIMPAVED LOT, 100' x 100'	100	100
30. UNIMPAVED LOT, 100' x 100'	100	100
31. UNIMPAVED LOT, 100' x 100'	100	100
32. UNIMPAVED LOT, 100' x 100'	100	100
33. UNIMPAVED LOT, 100' x 100'	100	100
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36. UNIMPAVED LOT, 100' x 100'	100	100
37. UNIMPAVED LOT, 100' x 100'	100	100
38. UNIMPAVED LOT, 100' x 100'	100	100
39. UNIMPAVED LOT, 100' x 100'	100	100
40. UNIMPAVED LOT, 100' x 100'	100	100
41. UNIMPAVED LOT, 100' x 100'	100	100
42. UNIMPAVED LOT, 100' x 100'	100	100
43. UNIMPAVED LOT, 100' x 100'	100	100
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45. UNIMPAVED LOT, 100' x 100'	100	100
46. UNIMPAVED LOT, 100' x 100'	100	100
47. UNIMPAVED LOT, 100' x 100'	100	100
48. UNIMPAVED LOT, 100' x 100'	100	100
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50. UNIMPAVED LOT, 100' x 100'	100	100
51. UNIMPAVED LOT, 100' x 100'	100	100
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53. UNIMPAVED LOT, 100' x 100'	100	100
54. UNIMPAVED LOT, 100' x 100'	100	100
55. UNIMPAVED LOT, 100' x 100'	100	100
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57. UNIMPAVED LOT, 100' x 100'	100	100
58. UNIMPAVED LOT, 100' x 100'	100	100
59. UNIMPAVED LOT, 100' x 100'	100	100
60. UNIMPAVED LOT, 100' x 100'	100	100
61. UNIMPAVED LOT, 100' x 100'	100	100
62. UNIMPAVED LOT, 100' x 100'	100	100
63. UNIMPAVED LOT, 100' x 100'	100	100
64. UNIMPAVED LOT, 100' x 100'	100	100
65. UNIMPAVED LOT, 100' x 100'	100	100
66. UNIMPAVED LOT, 100' x 100'	100	100
67. UNIMPAVED LOT, 100' x 100'	100	100
68. UNIMPAVED LOT, 100' x 100'	100	100
69. UNIMPAVED LOT, 100' x 100'	100	100
70. UNIMPAVED LOT, 100' x 100'	100	100
71. UNIMPAVED LOT, 100' x 100'	100	100
72. UNIMPAVED LOT, 100' x 100'	100	100
73. UNIMPAVED LOT, 100' x 100'	100	100
74. UNIMPAVED LOT, 100' x 100'	100	100
75. UNIMPAVED LOT, 100' x 100'	100	100
76. UNIMPAVED LOT, 100' x 100'	100	100
77. UNIMPAVED LOT, 100' x 100'	100	100
78. UNIMPAVED LOT, 100' x 100'	100	100
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81. UNIMPAVED LOT, 100' x 100'	100	100
82. UNIMPAVED LOT, 100' x 100'	100	100
83. UNIMPAVED LOT, 100' x 100'	100	100
84. UNIMPAVED LOT, 100' x 100'	100	100
85. UNIMPAVED LOT, 100' x 100'	100	100
86. UNIMPAVED LOT, 100' x 100'	100	100
87. UNIMPAVED LOT, 100' x 100'	100	100
88. UNIMPAVED LOT, 100' x 100'	100	100
89. UNIMPAVED LOT, 100' x 100'	100	100
90. UNIMPAVED LOT, 100' x 100'	100	100
91. UNIMPAVED LOT, 100' x 100'	100	100
92. UNIMPAVED LOT, 100' x 100'	100	100
93. UNIMPAVED LOT, 100' x 100'	100	100
94. UNIMPAVED LOT, 100' x 100'	100	100
95. UNIMPAVED LOT, 100' x 100'	100	100
96. UNIMPAVED LOT, 100' x 100'	100	100
97. UNIMPAVED LOT, 100' x 100'	100	100
98. UNIMPAVED LOT, 100' x 100'	100	100
99. UNIMPAVED LOT, 100' x 100'	100	100
100. UNIMPAVED LOT, 100' x 100'	100	100

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Client/Project

RAILSPITTER SOLAR, LLC
RAILSPITTER SOLAR II PROJECT
PRELIMINARY SITE PLAN
Washington County, ME

Title

PRELIMINARY SITE PLAN
ZONING AND LAND USE INFORMATION

Project No.

1930426

Scale

1" = 500'

Sheet

1 of 1

Revision

K



1930426-001



Deviated Linguistic *Deviation of a linguistic*
 The degree to which a linguistic form or structure deviates from the norm or standard. It is often used to describe variations in language use, such as dialects, slang, or non-standard grammar. *Deviation of a linguistic*

SOIL FABRICITY DESIGN SHOWN IS PROVIDED BY
MECHANICAL CONSTRUCTION. SEE DRAWING AND
MECHANICAL DESIGN IN MECHANICAL AND MAY
BE USED FOR FINAL SITE PLAN.
PROPERTY BOUNDARIES PROVIDED BY AERIAL PHOTO
AND SURVEY. LOT AND TRACT ARE THE SAME OF
THE PREVIOUS LOT AND TRACT. THE LAYOUT OF
THE LOT AND PROPOSED LOT LAYOUT
FORMER BACK CREEK LEASING HAS BEEN ACHIEVED
FORWARD SITES. AT LEAST 1983. ALTHOUGH SHOWING
ON WASHINGTON COUNTY BACK MAPS, RELEVANT IS
CONSIDERED BY THE STATE OF WASHINGTON
THESE ARE NO KNOWN EXISTING OR PROPOSED UTILITIES
ON BACK 1/2 SECTION.

0 411.0'

SOLAR TRACKER FOOTPRINT

SITE INTERNAL ACCESS DRIVE

SITE PERIMETER FENCE

COLLECTOR LINE

PROJECT PARCEL BOUNDARY LINE

SECTION LINE

PUBLIC ROAD RIGHT OF WAY

EXISTING DRAIN WATER COURSE

DRAIN RIGHT OF WAY

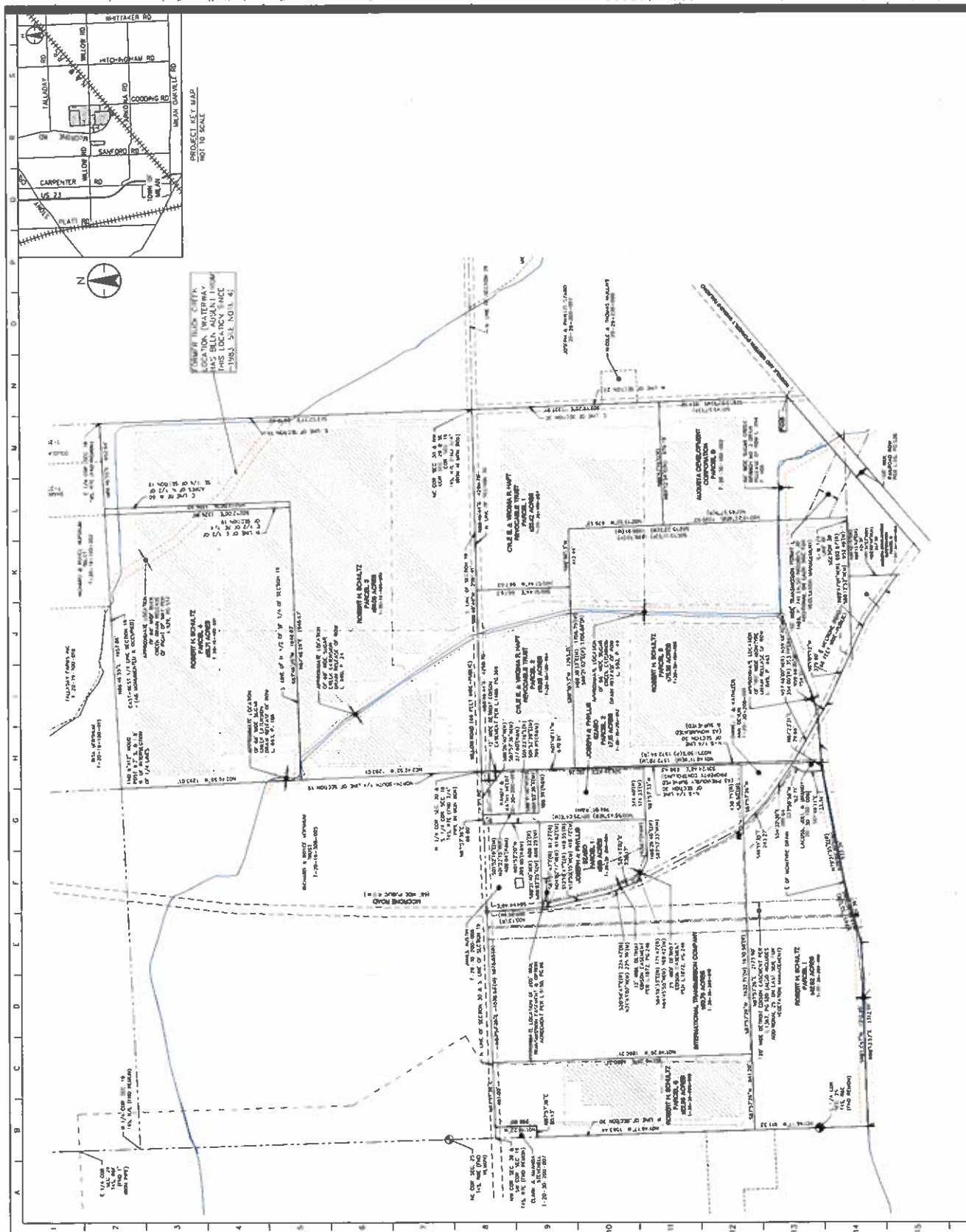
FOOTING PARCELS BOUNDARY

[illegible]ISSUED FOR PERMIT
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RAILSPINTER SOLAR, LLC
RAILSPINTER SOLAR II PROJECT
PRELIMINARY SITE PLAN
Washington County, NH

404
**PRELIMINARY SITE PLAN
 PARCEL DETAILS AND DIMENSIONS**

Project # 100	Scale
0000000000	1" = 300'
Drawings by	Revision
PRP-	1





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 3. THERE ARE NO KNOWN EXISTING OR PROPOSED WELLS OR SEWAGE SYSTEMS.

- Legend
- PROJECT PARCEL BOUNDARY
 - PUBLIC ROAD RIGHT OF WAY
 - SITE PERIMETER FENCE
 - COLLECTOR LINE
 - DIRECTIONAL BORDED COLLECTOR CROSSING, DRAIN OR ROADWAY
 - EXISTING DRAIN
 - DRAIN RIGHT OF WAY
 - SECTION LINE
 - INVERTER STATION
 - PANORAMIC TRANSFORMER
 - PV COLLECTOR JUNCTION BOX
 - RESIDENTIAL VEGETATION SCREENING
 - ROADWAY VEGETATION SCREENING
 - 12% WIDE SITE ACCESS DRIVE
 - EXISTING TREES
 - EXISTING TREE LINE / VEGETATION

NO.	DESCRIPTION	DATE	BY	CHKD.
1	PRELIMINARY SITE PLAN	2024	JD	JD
2	PRELIMINARY SITE PLAN	2024	JD	JD
3	PRELIMINARY SITE PLAN	2024	JD	JD
4	PRELIMINARY SITE PLAN	2024	JD	JD
5	PRELIMINARY SITE PLAN	2024	JD	JD
6	PRELIMINARY SITE PLAN	2024	JD	JD
7	PRELIMINARY SITE PLAN	2024	JD	JD
8	PRELIMINARY SITE PLAN	2024	JD	JD
9	PRELIMINARY SITE PLAN	2024	JD	JD
10	PRELIMINARY SITE PLAN	2024	JD	JD
11	PRELIMINARY SITE PLAN	2024	JD	JD
12	PRELIMINARY SITE PLAN	2024	JD	JD
13	PRELIMINARY SITE PLAN	2024	JD	JD
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16	PRELIMINARY SITE PLAN	2024	JD	JD
17	PRELIMINARY SITE PLAN	2024	JD	JD
18	PRELIMINARY SITE PLAN	2024	JD	JD
19	PRELIMINARY SITE PLAN	2024	JD	JD
20	PRELIMINARY SITE PLAN	2024	JD	JD

NO.	DESCRIPTION	DATE	BY	CHKD.
1	PRELIMINARY SITE PLAN	2024	JD	JD
2	PRELIMINARY SITE PLAN	2024	JD	JD
3	PRELIMINARY SITE PLAN	2024	JD	JD
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11	PRELIMINARY SITE PLAN	2024	JD	JD
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16	PRELIMINARY SITE PLAN	2024	JD	JD
17	PRELIMINARY SITE PLAN	2024	JD	JD
18	PRELIMINARY SITE PLAN	2024	JD	JD
19	PRELIMINARY SITE PLAN	2024	JD	JD
20	PRELIMINARY SITE PLAN	2024	JD	JD

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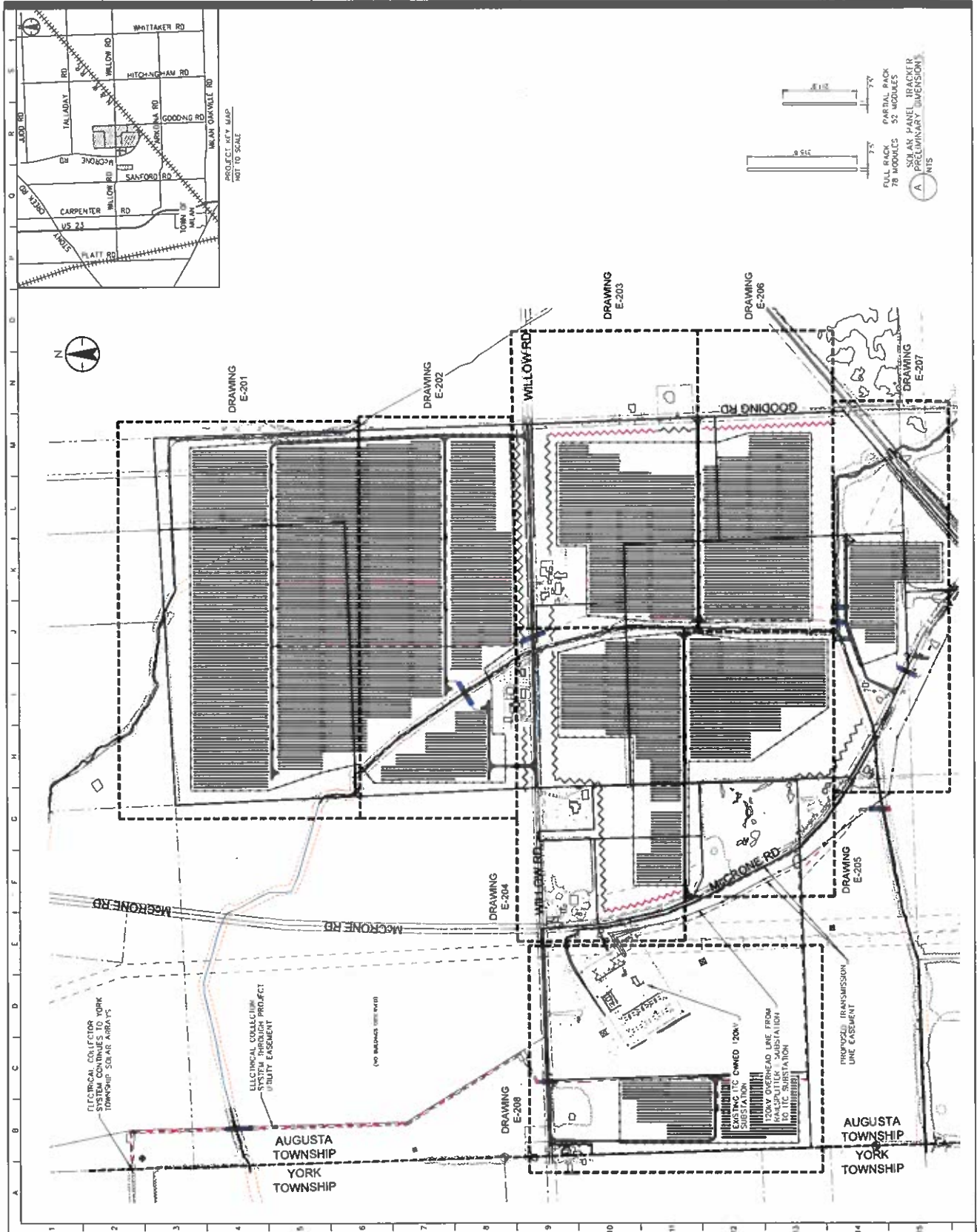
Client/Project
RALSPUTTER SOLAR, LLC
RALSPUTTER SOLAR II PROJECT
PRELIMINARY SITE PLAN
Washington County, ME

Scale
1" = 300'

Project No.
19030426

Drawing No.
E-100

Revision
K



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[illegible]

Legend

	PROJECT PARCEL BOUNDARY
	PUBLIC ROAD RIGHT OF WAY
	SOIL MULCHER / FENCE
	COLLECTOR LINE
	UNPLECTONAL BOWEL COLLECTION
	CRIPSTEN, DRAIN OR RETAINMENT
	EXISTING DRAIN
	URBAN RIGHT OF WAY
	SECTION LINE
	FIELD DEMARCATED WETLAND
	INTERIOR STATION
	PAVMENTED TRANSITION
	MY COLLECTOR JUNCTION AREA
	RECREATIONAL VEGETATION
	ROADWAY VEGETATION
	12% WOF SIDE ACCESS DRIVE
	PROPERTY LINE / ROW SETBACK
	FIGHTING TRIFL / VEGETATION
	EXISTING POWER POLE
	1% GRADING CONTOUR LINE

RESIDUAL STRUCTURE SETBACK

[illegible]

Region	R_0	R_{eff}	Confidence Int.
North America	1.1	0.7	0.6-0.8
Europe	1.2	0.8	0.7-0.9
Asia	1.3	0.9	0.8-1.0
Africa	1.4	1.0	0.9-1.1
Oceania	1.5	1.1	1.0-1.2

Pentabond Seal

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Client/Project
RAIL SPLITTER SOLAR, LLCRAILSPUTTER SOLAR II PROJECT
PRELIMINARY SITE PLAN
Washington County, ME

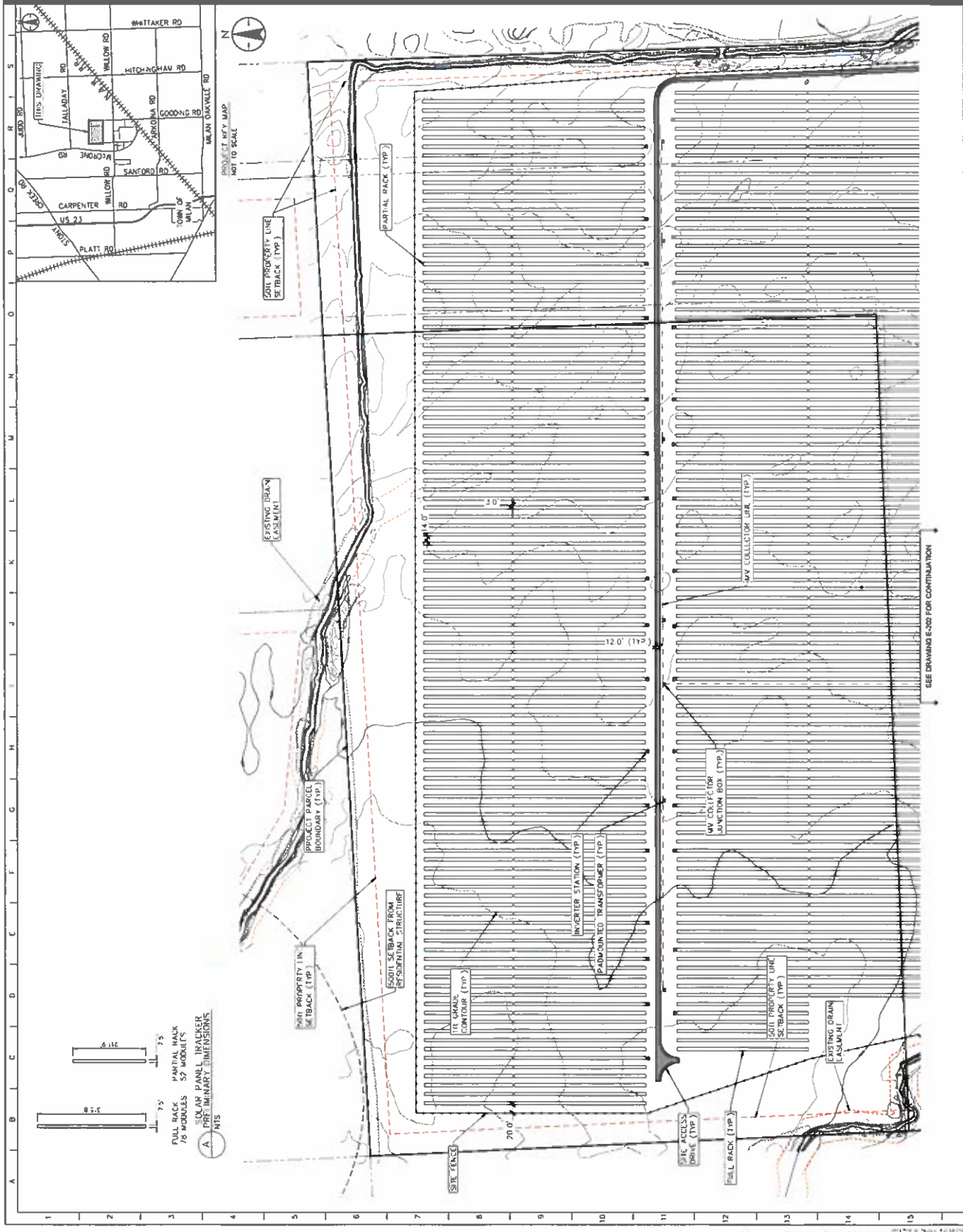
Table

Project No. 19307626	Scale 1" = 10'
Drawing No.	Sheet Revision

E-201

810

Y





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2. THE DESIGN IS SUBJECT TO CHANGE FOR THIS SITE PLAN. THE DESIGN IS SUBJECT TO CHANGE FOR THIS SITE PLAN.
3. THE DESIGN IS SUBJECT TO CHANGE FOR THIS SITE PLAN. THE DESIGN IS SUBJECT TO CHANGE FOR THIS SITE PLAN.
4. THE DESIGN IS SUBJECT TO CHANGE FOR THIS SITE PLAN. THE DESIGN IS SUBJECT TO CHANGE FOR THIS SITE PLAN.

Legend

- PROJECT PARCEL BOUNDARY
- PUBLIC ROAD RIGHT OF WAY
- SITE PERIMETER FENCE
- COLLECTOR LINE
- UNION COLLECTOR
- CROSSING, DRAIN OR ROADWAY
- EXISTING DRAIN
- UNION RIGHT OF WAY
- SECTION LINE
- FIELD DELINEATED WETLAND
- INVERTER STATION
- PADMOUNTED TRANSFORMER
- MV COLLECTOR JUNCTION BOX
- RESIDENTIAL VEGETATION SCREENING
- ROADWAY VEGETATION SCREENING
- 17% WRF SITE ACCESS DRIVE
- PROPERTY LINE / ROW SETBACK
- EXISTING TREES
- EXISTING TRAIL LINE / VEGETATION
- EXISTING POWER POLE
- 11% GRADING CONTOUR LINE
- RESIDENTIAL STRUCTURE SETBACK

Table

Item	Description	Quantity	Unit
1	PROJECT PARCEL BOUNDARY	1	Line
2	PUBLIC ROAD RIGHT OF WAY	1	Line
3	SITE PERIMETER FENCE	1	Line
4	COLLECTOR LINE	1	Line
5	UNION COLLECTOR	1	Line
6	CROSSING, DRAIN OR ROADWAY	1	Line
7	EXISTING DRAIN	1	Line
8	UNION RIGHT OF WAY	1	Line
9	SECTION LINE	1	Line
10	FIELD DELINEATED WETLAND	1	Line
11	INVERTER STATION	1	Point
12	PADMOUNTED TRANSFORMER	1	Point
13	MV COLLECTOR JUNCTION BOX	1	Point
14	RESIDENTIAL VEGETATION SCREENING	1	Line
15	ROADWAY VEGETATION SCREENING	1	Line
16	17% WRF SITE ACCESS DRIVE	1	Line
17	PROPERTY LINE / ROW SETBACK	1	Line
18	EXISTING TREES	1	Point
19	EXISTING TRAIL LINE / VEGETATION	1	Line
20	EXISTING POWER POLE	1	Point
21	11% GRADING CONTOUR LINE	1	Line
22	RESIDENTIAL STRUCTURE SETBACK	1	Line

Table

Item	Description	Quantity	Unit
1	PROJECT PARCEL BOUNDARY	1	Line
2	PUBLIC ROAD RIGHT OF WAY	1	Line
3	SITE PERIMETER FENCE	1	Line
4	COLLECTOR LINE	1	Line
5	UNION COLLECTOR	1	Line
6	CROSSING, DRAIN OR ROADWAY	1	Line
7	EXISTING DRAIN	1	Line
8	UNION RIGHT OF WAY	1	Line
9	SECTION LINE	1	Line
10	FIELD DELINEATED WETLAND	1	Line
11	INVERTER STATION	1	Point
12	PADMOUNTED TRANSFORMER	1	Point
13	MV COLLECTOR JUNCTION BOX	1	Point
14	RESIDENTIAL VEGETATION SCREENING	1	Line
15	ROADWAY VEGETATION SCREENING	1	Line
16	17% WRF SITE ACCESS DRIVE	1	Line
17	PROPERTY LINE / ROW SETBACK	1	Line
18	EXISTING TREES	1	Point
19	EXISTING TRAIL LINE / VEGETATION	1	Line
20	EXISTING POWER POLE	1	Point
21	11% GRADING CONTOUR LINE	1	Line
22	RESIDENTIAL STRUCTURE SETBACK	1	Line

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Client/Project

RAILUTER SOLAR, LLC

RAILUTER SOLAR II PROJECT

PRELIMINARY SITE PLAN

Washington County, MI

Title

PRELIMINARY SITE PLAN

DETAILED LAYOUT

Project No.

19320426

Scale

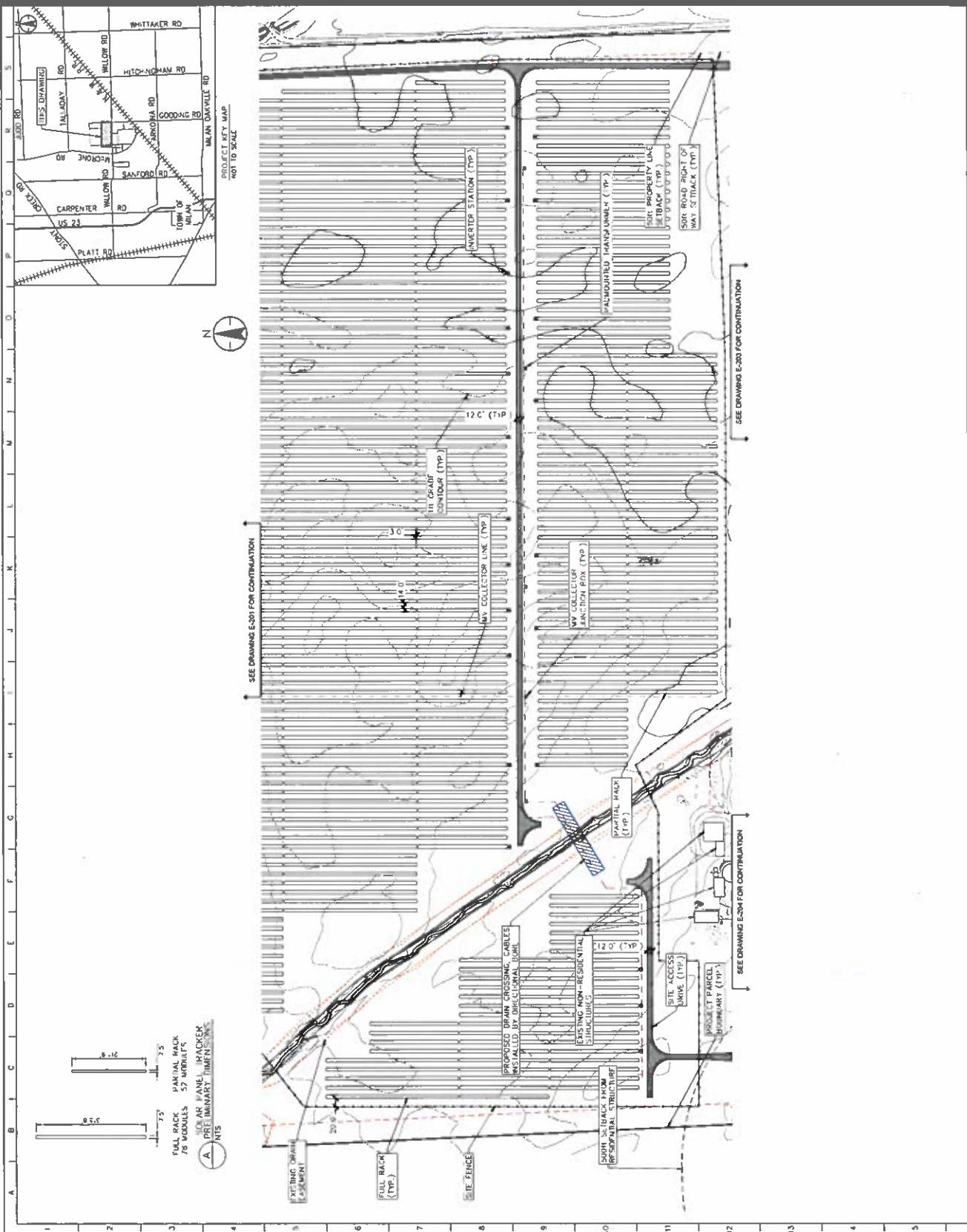
1" = 100'

Sheet

2 of 8

E-202

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 4. THERE ARE NO KNOWN EXISTING OR PROPOSED UTILITIES OR STRUCTURES ON THE SITE.

- Legend
- PROJECT PARCEL BOUNDARY
 - PUBLIC ROAD RIGHT OF WAY
 - SITE PERIMETER FENCE
 - COLLECTOR LINE
 - EXISTING LAND COLLECTOR CROSSING DRAIN OR ROADWAY
 - EXISTING DRAIN
 - DRAIN RIGHT OF WAY
 - SECTION LINE
 - FIELD DELINEATED WETLAND
 - INVERTED STATION
 - PANORAMIC TRANSFORMER
 - 4V COLLECTION JUNCTION BOX
 - RESIDENTIAL VEGETATION SCREENING
 - ROADWAY VEGETATION SCREENING
 - 170' WIDE SIDE ACCESS DRIVE
 - PROPERTY LINE / ROW SETBACK
 - EXISTING TREES / VEGETATION
 - EXISTING POWER POLE
 - 11' GRADING CONTOUR LINE
 - RESIDENTIAL STRUCTURE SETBACK

Table with 2 columns: Item, Description, and Quantity.

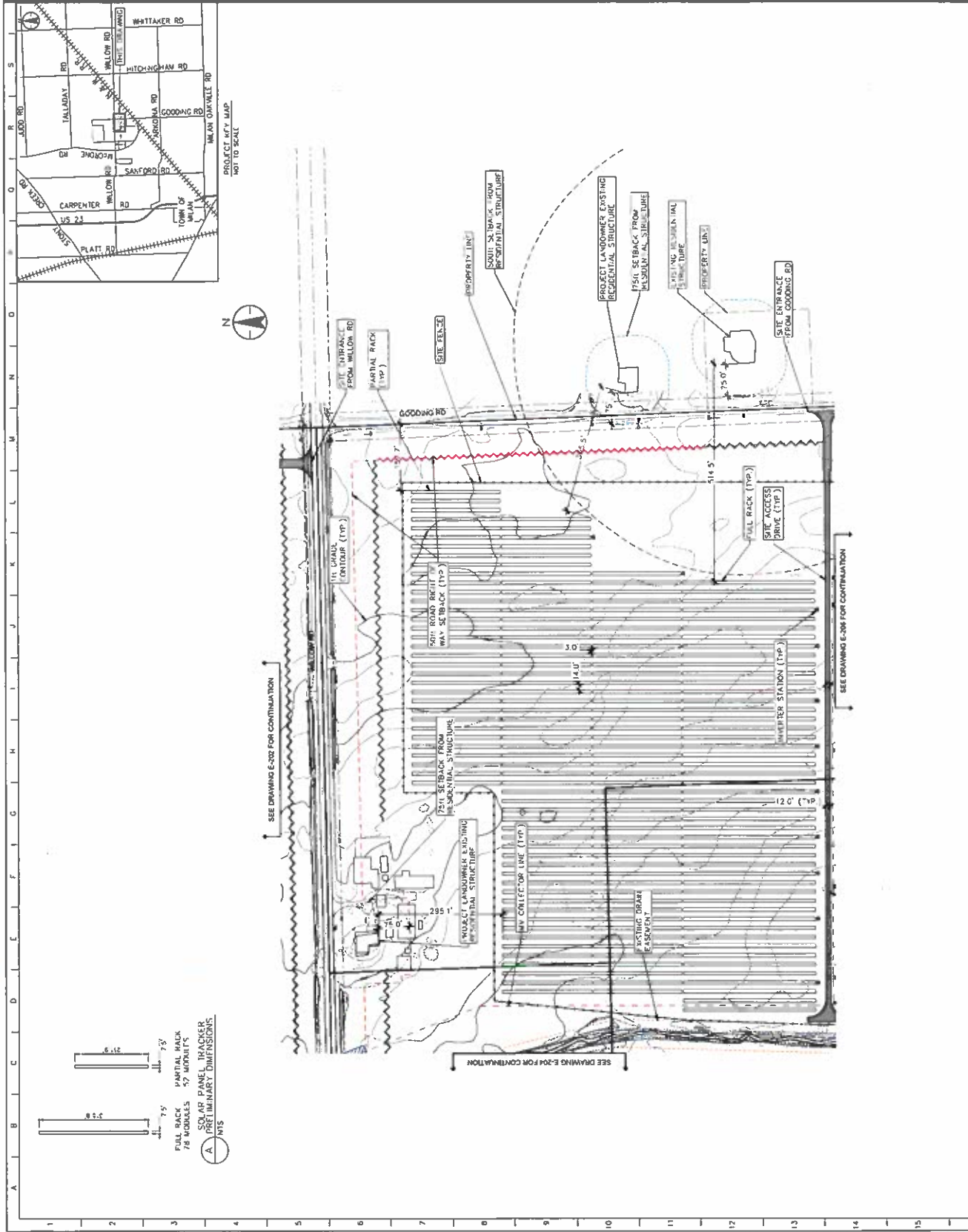
Item	Description	Quantity
1	170' WIDE SIDE ACCESS DRIVE	1
2	170' WIDE SIDE ACCESS DRIVE	1
3	170' WIDE SIDE ACCESS DRIVE	1
4	170' WIDE SIDE ACCESS DRIVE	1
5	170' WIDE SIDE ACCESS DRIVE	1
6	170' WIDE SIDE ACCESS DRIVE	1
7	170' WIDE SIDE ACCESS DRIVE	1
8	170' WIDE SIDE ACCESS DRIVE	1
9	170' WIDE SIDE ACCESS DRIVE	1
10	170' WIDE SIDE ACCESS DRIVE	1
11	170' WIDE SIDE ACCESS DRIVE	1
12	170' WIDE SIDE ACCESS DRIVE	1
13	170' WIDE SIDE ACCESS DRIVE	1
14	170' WIDE SIDE ACCESS DRIVE	1
15	170' WIDE SIDE ACCESS DRIVE	1
16	170' WIDE SIDE ACCESS DRIVE	1
17	170' WIDE SIDE ACCESS DRIVE	1
18	170' WIDE SIDE ACCESS DRIVE	1
19	170' WIDE SIDE ACCESS DRIVE	1
20	170' WIDE SIDE ACCESS DRIVE	1

ISSUED FOR PERMIT
NOT FOR CONSTRUCTION

Client/Project
RAILSPITTER SOLAR, LLC
RAILSPITTER SOLAR PROJECT
PRELIMINARY SITE PLAN
Washington County, ME

116
PRELIMINARY SITE PLAN
DETAILED LAYOUTS

Project No. 1900066
Drawing No. Sheet
Scale 1" = 100'
Revision
3 of 8
K



116-000000-001



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SOLAR FACILITY DESIGN SHOWN IS PROVIDED BY
MECHANICAL CONSULTING, 5111 ARRAST AND
LULLECHAL DESIGN, IS IN A HURDLES AND MAY
CHANGE FOR FINAL SITE PLAN.
PROPERTY BOUNDARIES PROVIDED BY A TELL
OFFER TO A TELL SURVEY DRAWINGS FOR MORE
DETAILS.
LAND RASE SHOWN INCLUDING GRADING CONTOURS
AND EXISTING TOPOGRAPHICAL FEATURES PROVIDED
BY AERIALS SURVEY FLOWING IN AERIAL SURVEY
THEM ARE UNKNOWN EXISTING OR PROPOSED
WELLS OR SINKHOLE SYSTEMS.

Legend	PROJECT PARCEL BOUNDARY	UNFUNCTIONAL WETLAND COLLECTION	EXISTING THIRCE LINE / VEGETATION
	SITE PERMILITARY FENCE	CROSSING, DRAIN OR ROADWAY	EXISTING POWER POLE
	COLLECTOR LINE	LYSING DRAIN	11' CHALKING CON. (OUR LINE)
	URBAN RIGHT OF WAY	SECTION LINE	
	FIELD DELINEATED WETLAND	INVERTED STATION	
	PADMOUNTED TRANSFORMER	MY COLLECTOR JUNCTION BOX	
	RESIDENTIAL VEGETATION SCREEN	ROADWAY VEGETATION SCREEN	
	12' W/ W/ SITE ACCESS DRIVE	PROPERTY LINE / ROW SETBACK	
	FACING THIRCE		

[illegible]

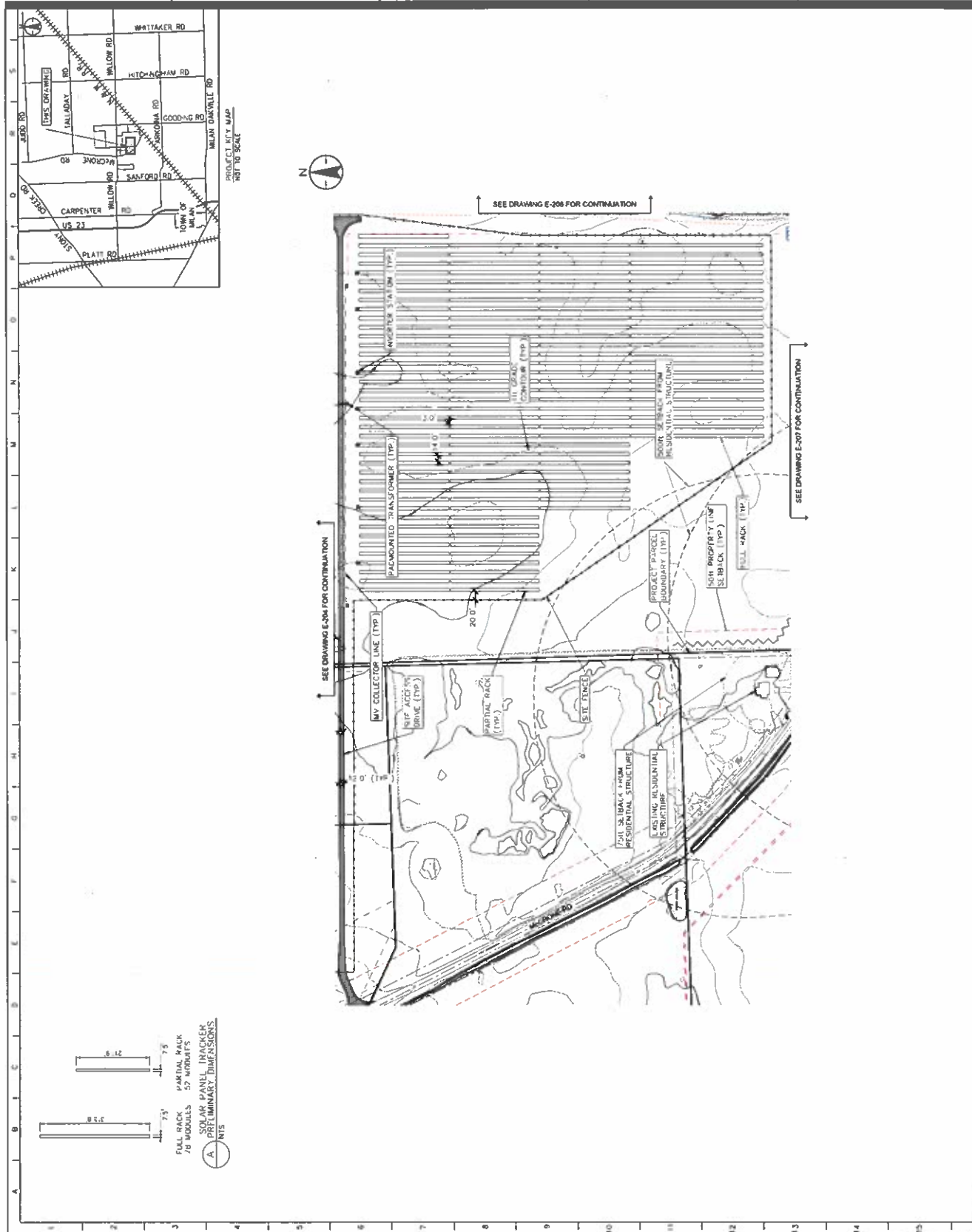
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Chem/Pipe 61

RAILSPITTER SOLAR II PROJECT
PRELIMINARY SITE PLAN
Washington County, ME

1744 **PRELIMINARY SITE PLAN
DETAILED LAYOUTS**

Project No. 192007-628	Scale 1" = 100'
Drawing No E-205	Sheet 5 of 8
	Revision K





Stantec Consulting Ltd.
380 Highway 104, Suite 100
Windsor, ON N9A 6P5
Tel: 519-253-8888
www.stantec.com

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- NOTES**
1. SOLAR FACILITY DESIGN SHOWN IS PROVIDED BY THE CLIENT. STANTEC CONSULTING LTD. HAS CONDUCTED VISUAL ANALYSIS AND PRELIMINARY LAYOUT DESIGN FOR FINAL SITE PLAN. ANY CHANGES TO THE DESIGN SHALL BE THE RESPONSIBILITY OF THE CLIENT.
 2. PROPERTY OWNERS HAVE BEEN ADVISED BY A NOTAR PUBLIC OF THE PROPOSED PROJECT AND HAVE GIVEN THEIR CONSENT TO THE SAME.
 3. 1:400 RATIO SHOWN INCLUDING DEADING CONTIGUOUS TO THE PROPERTY LINE. THE PROPERTY LINE IS TO BE DETERMINED BY ADEQUATE SURVEY FLOWING FROM ADEQUATE SURVEY WELLS OF 3" DIA. 25' DEEP.
 4. THERE ARE NO KNOWN EXISTING OR PROPOSED WELLS OF 3" DIA. 25' DEEP.

- Legend**
- PROJECT PARCEL BOUNDARY
 - PUBLIC ROAD RIGHT OF WAY
 - STILL PLUMBABLE FENCE
 - COLLECTOR LINE
 - INVERTER STATION
 - ROADWAY VEGETATION SCREENING
 - 12" MIN SITE ACCESS DRIVE
 - PROPERTY LINE / ROW SETBACK
 - EXISTING TREES / VEGETATION
 - EXISTING POWER POLE
 - IR CHANGING CONTIGUOUS LINE
 - RESIDENTIAL STRUCTURE SETBACK

1:400 RATIO

Item	Description	Quantity	Unit
1	12" MIN SITE ACCESS DRIVE	1	Linear Foot
2	12" MIN SITE ACCESS DRIVE	1	Linear Foot
3	12" MIN SITE ACCESS DRIVE	1	Linear Foot
4	12" MIN SITE ACCESS DRIVE	1	Linear Foot
5	12" MIN SITE ACCESS DRIVE	1	Linear Foot
6	12" MIN SITE ACCESS DRIVE	1	Linear Foot
7	12" MIN SITE ACCESS DRIVE	1	Linear Foot
8	12" MIN SITE ACCESS DRIVE	1	Linear Foot
9	12" MIN SITE ACCESS DRIVE	1	Linear Foot
10	12" MIN SITE ACCESS DRIVE	1	Linear Foot
11	12" MIN SITE ACCESS DRIVE	1	Linear Foot
12	12" MIN SITE ACCESS DRIVE	1	Linear Foot
13	12" MIN SITE ACCESS DRIVE	1	Linear Foot
14	12" MIN SITE ACCESS DRIVE	1	Linear Foot
15	12" MIN SITE ACCESS DRIVE	1	Linear Foot
16	12" MIN SITE ACCESS DRIVE	1	Linear Foot
17	12" MIN SITE ACCESS DRIVE	1	Linear Foot
18	12" MIN SITE ACCESS DRIVE	1	Linear Foot
19	12" MIN SITE ACCESS DRIVE	1	Linear Foot
20	12" MIN SITE ACCESS DRIVE	1	Linear Foot

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NOT FOR CONSTRUCTION

Client/Project

RAILSPUR SOLAR, LLC

RAILSPUR SOLAR #1 PROJECT

PRELIMINARY SITE PLAN

Windsor, Ontario, Canada

Project Name

PRELIMINARY SITE PLAN

DETAILED LAYOUTS

Project No.

190301026

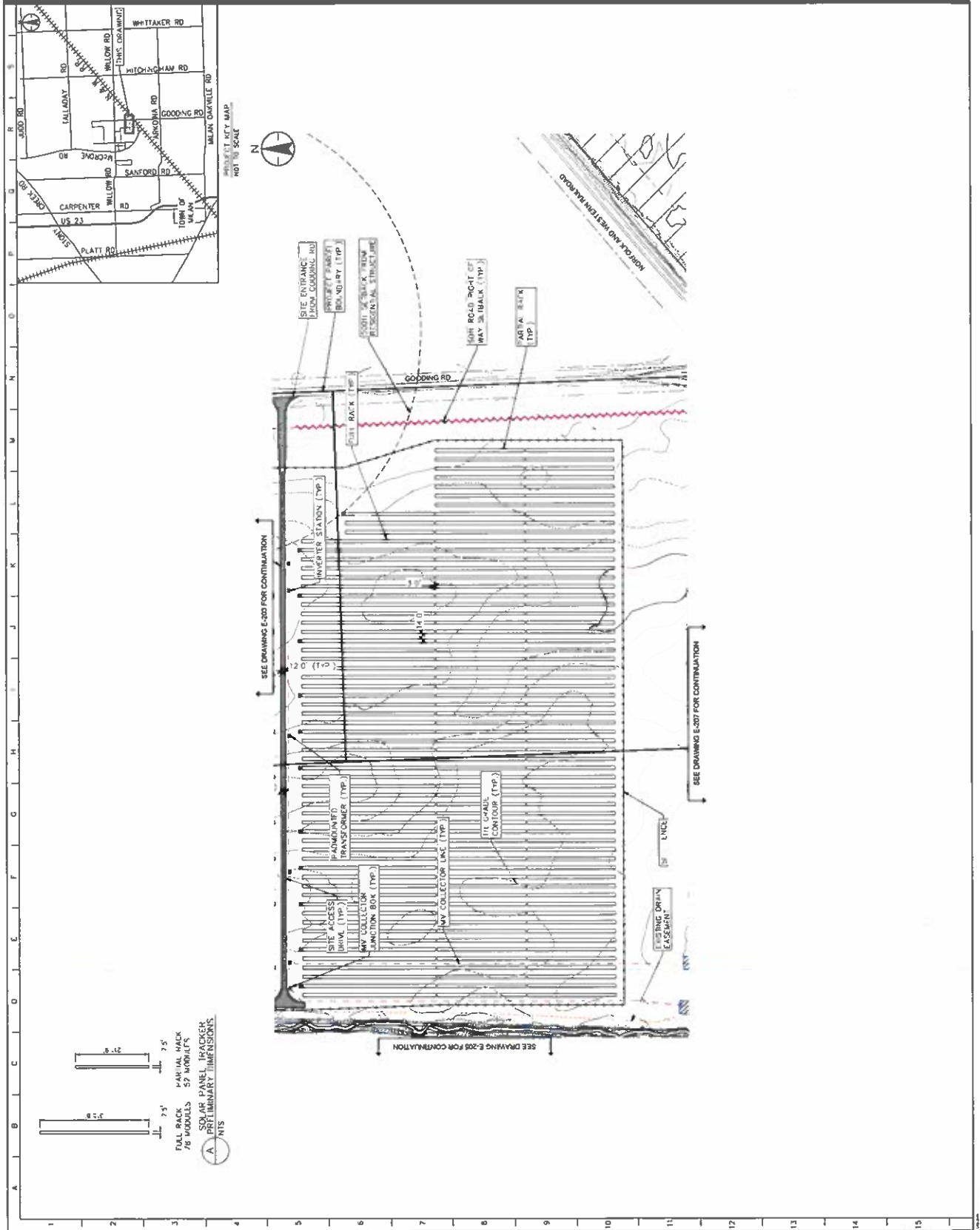
Drawing No.

Sheet

6 of 8

E-206

K

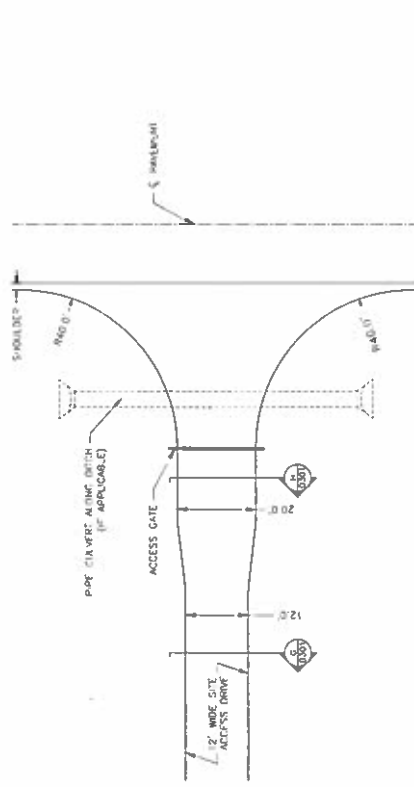


Item	Description	Quantity	Unit	Notes
1	GRAVEL	100	cu yd	100% CRUSHED LIMESTONE
2	GRAVEL	100	cu yd	100% CRUSHED LIMESTONE
3	GRAVEL	100	cu yd	100% CRUSHED LIMESTONE
4	GRAVEL	100	cu yd	100% CRUSHED LIMESTONE
5	GRAVEL	100	cu yd	100% CRUSHED LIMESTONE
6	GRAVEL	100	cu yd	100% CRUSHED LIMESTONE
7	GRAVEL	100	cu yd	100% CRUSHED LIMESTONE
8	GRAVEL	100	cu yd	100% CRUSHED LIMESTONE
9	GRAVEL	100	cu yd	100% CRUSHED LIMESTONE
10	GRAVEL	100	cu yd	100% CRUSHED LIMESTONE

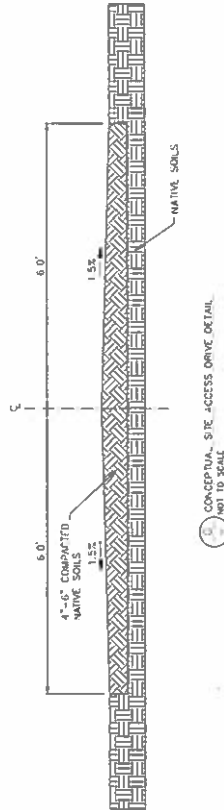
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Client/Project:
RAILSPRINTER SOLAR, LLC
RAILSPRINTER SOLAR II PROJECT
PRELIMINARY SITE PLAN
Waukesha County, WI
Title:
PRELIMINARY SITE PLAN
CONCEPTUAL DETAILS

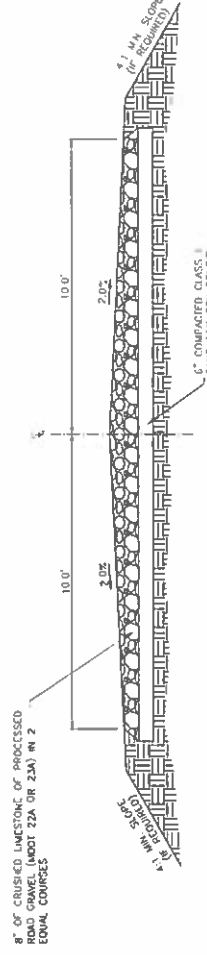
Project No.:
19302426
Drawing No.:
D-301
Scale:
AS SHOWN
Revision:
2 of 2
K



F. CONCEPTUAL SITE ACCESS ENTRANCE PLAN
NOT TO SCALE



G. CONCEPTUAL SITE ACCESS DRIVE DETAIL
NOT TO SCALE



H. CONCEPTUAL SITE ACCESS ENTRANCE SECTION
NOT TO SCALE



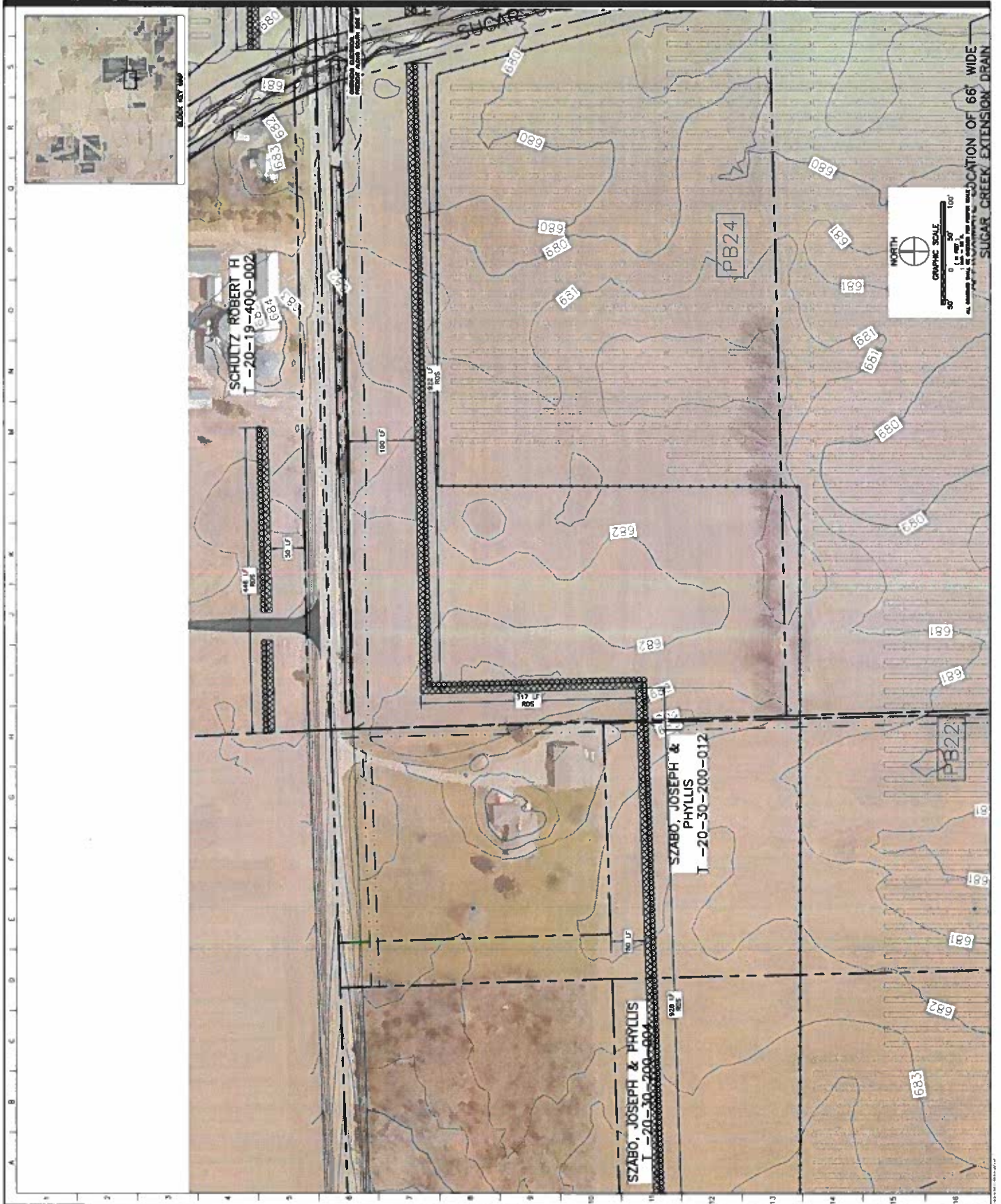
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RAESPLITTER SOLAR, LLC
RAESPLITTER SOLAR #1 PROJECT
FINAL SITE PLAN
Winchester County, ME

Sample No.	Length	Group	Season
193-10104	1" x 50"		
193-101	3' x 4'		B



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Legend
Existing Road
Waterway (See Note 2)
Contour
Proposed Access Drive
Solar Array
Solar Panel Rows
Power Block
Solar Panel Layout
See Detail Sheet

Item	Description	Quantity	Unit
1	ASPH/FLY CONC DRIVE	100	sq ft
2	GRAVEL DRIVE	100	sq ft
3	GRAVEL DRIVE	100	sq ft
4	GRAVEL DRIVE	100	sq ft
5	GRAVEL DRIVE	100	sq ft
6	GRAVEL DRIVE	100	sq ft
7	GRAVEL DRIVE	100	sq ft
8	GRAVEL DRIVE	100	sq ft
9	GRAVEL DRIVE	100	sq ft
10	GRAVEL DRIVE	100	sq ft

ISSUED FOR PERMIT
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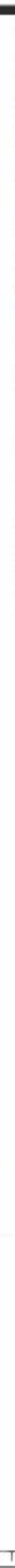
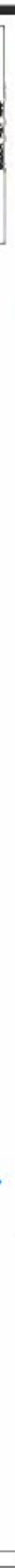
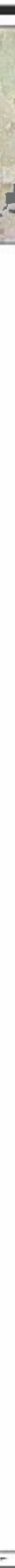
City/Project
RALULITER SOLAR, LLC
RALULITER SOLAR PROJECT
FINAL SITE PLAN
Worksheet: County 48
LANDSCAPE PLAN
EXAMPLE LAYOUT PLAN
Project No. 17-107
Drawing No. 17-107
Scale 1" = 100'
Sheet 2 of 4
L-102 B



ISSUED FOR PERMIT
NIGHT FOR CONSTRUCTION

<p>Landscaper</p> <p>RAUSPITTER SQUARE LLC</p> <p>RAUSPITTER SQUARE PROJECT</p> <p>FINAL SITE PLAN</p> <p>Washington County, Md</p>	<p>Landscaper</p> <p>LANDSCAPE PLAN</p> <p>EXAMPLE LAYOUT PLAN</p>	<p>Scale 1" = 50'</p>	<p>Project No.</p> <p>173524</p> <p>Drawing No.</p> <p>1-103</p>	<p>Revision</p> <p>3 of 4</p> <p>8</p>
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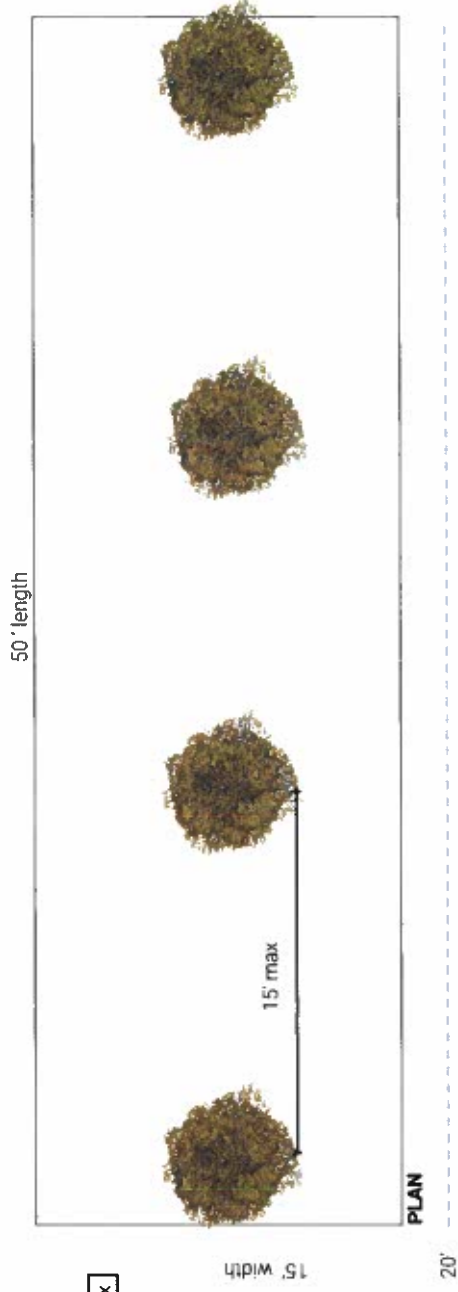
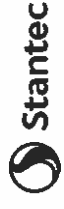
[illegible][illegible]



RAILSPLITTER SOLAR II PROJECT

REPRESENTATIVE ROADWAY VEGETATIVE BUFFER EXHIBIT (3 Years)

August Charter Township



Proposed Spacing

Thuja standishii x plicata | 15' Max

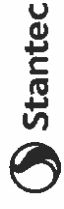


0' 5'

RAILSPLITTER SOLAR II PROJECT

REPRESENTATIVE ROADWAY VEGETATIVE BUFFER EXHIBIT (5 Years)

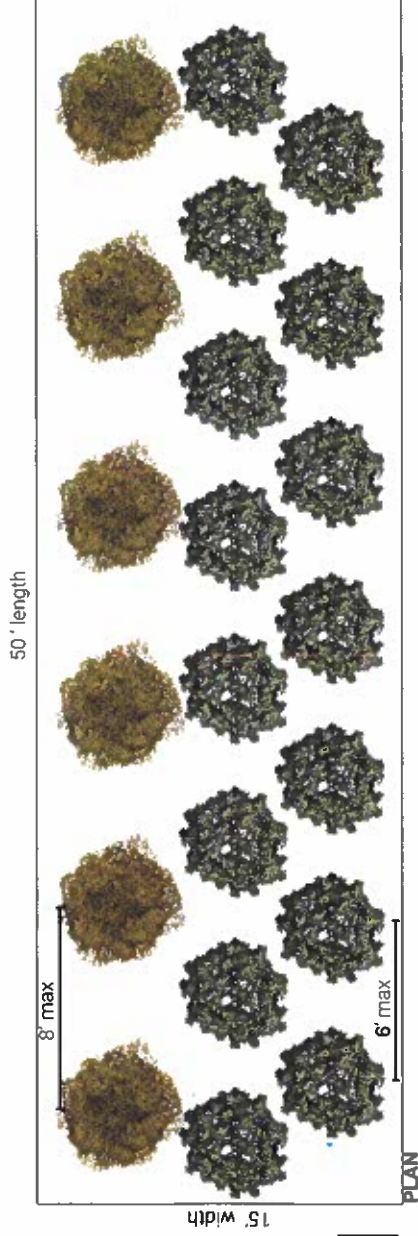
August Charter Township



RAILSPLITTER SOLAR II PROJECT

REPRESENTATIVE RESIDENTIAL VEGETATIVE BUFFER EXHIBIT (3 Years)

Augusta Charter Township



<i>Amelanchier canadensis</i>	6' max
<i>Thuja standishii x plicata</i>	8' max

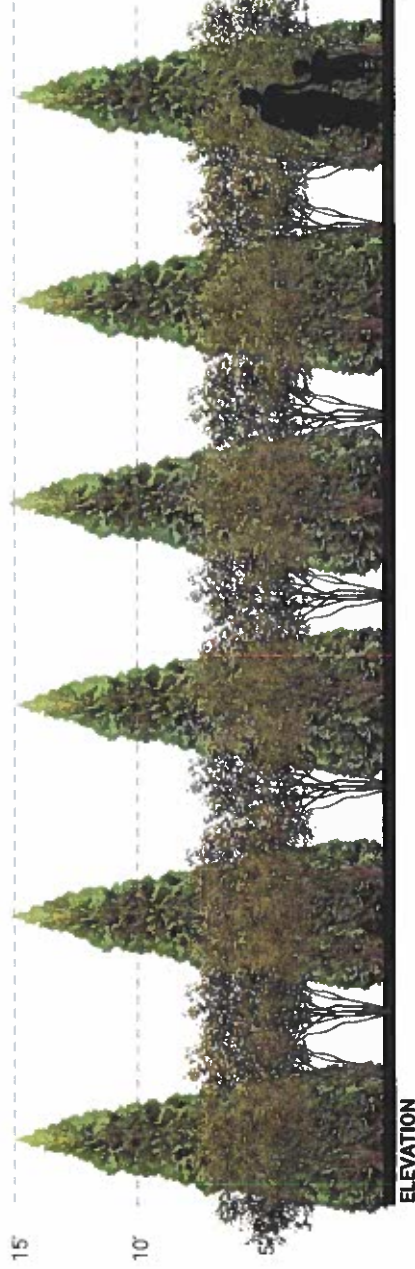
Required Minimum Spacing
Augusta Charter Township Ordinance, Sec. 6.25.J.2

Evergreens	15' max
Shrubs	7' max

Required Minimum Planting Height
Augusta Charter Township Ordinance, Sec. 6.25.J.2

Evergreens	4' min
Shrubs	2' min

20'



Final landscaping selections will be drought- and deer-resistant species

0' 5'

RAILSPLITTER SOLAR II PROJECT

REPRESENTATIVE RESIDENTIAL VEGETATIVE BUFFER EXHIBIT (5 Years)

Augusta Charter Township



Final landscaping selections will be drought- and deer-resistant species

EXHIBIT C
DECOMMISSIONING AGREEMENT

DRAFT

EXHIBIT D-1
PERFORMANCE GUARANTEE

DRAFT

[LETTERHEAD OF ISSUING BANK]

DATE OF ISSUE

IRREVOCABLE STANDBY DOCUMENTARY CREDIT NO: [-]

BENEFICIARY:

[_____]

[_____]

[_____]

ATTENTION: [_____]

APPLICANT:

[_____]

[_____]

[_____]

**ADVISING BANK:
IF APPLICABLE**

AMOUNT: [-]

**DATE AND PLACE OF EXPIRY: [-]
AT COUNTER OF ISSUING BANK**

LADIES AND GENTLEMEN:

WE HEREBY OPEN OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER [-] IN FAVOR OF [_____] ("BENEFICIARY"), BY ORDER AND FOR ACCOUNT OF [_____] ("ACCOUNT PARTY"), [ADDRESS OF ACCOUNT PARTY], AVAILABLE AT SIGHT UPON DEMAND AT OUR COUNTERS, AT [_____] [ADDRESS], OR UPON PRESENTATION BY FACSIMILE TRANSMISSION AT [FAX NUMBER], FOR AN AMOUNT UP TO OF USD [INSERT AMOUNT IN FIGURE & WORDS] AND AGAINST PRESENTATION OF ONE OF THE FOLLOWING DOCUMENTS:

1. STATEMENT SIGNED BY A PERSON PURPORTED TO BE AN AUTHORIZED REPRESENTATIVE OF BENEFICIARY STATING THAT: ACCOUNT PARTY IS IN DEFAULT UNDER, OR BENEFICIARY IS OTHERWISE ENTITLED TO DRAW AMOUNTS UNDER, THE [AGREEMENT NAME] DATED AS OF [_____] [___], 20[___], BY AND BETWEEN

RESTRICTED

BENEFICIARY AND ACCOUNT PARTY. THE AMOUNT DUE TO BENEFICIARY IS USD
\$[_____].

SPECIAL CONDITIONS:

ALL COSTS AND BANKING CHARGES PERTAINING TO THIS LETTER OF
CREDIT ARE FOR THE ACCOUNT OF ACCOUNT PARTY.

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED.

FAX OF DOCUMENT 1 OR 2 ABOVE IS ACCEPTABLE.

WE HEREBY ENGAGE WITH BENEFICIARY THAT UPON PRESENTATION OR
FACSIMILE TRANSMISSION OF A DOCUMENT AS SPECIFIED UNDER AND IN
COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT, THIS LETTER OF
CREDIT WILL BE DULY HONORED IN THE AMOUNT STATED IN DOCUMENT 1 OR 2
ABOVE.

IF PRESENTATION IS MADE BY FACSIMILE TRANSACTION, ORIGINAL
DOCUMENTS ARE NOT REQUIRED. IF A DOCUMENT OR FACSIMILE
TRANSMISSION IS SO PRESENTED BY 1:00 PM NEW YORK TIME ON ANBA
BANKING DAY, WE WILL HONOR THE SAME IN FULL IN IMMEDIATELY
AVAILABLE FUNDS ON THE NEXT BANKING DAY AND, IF SO PRESENTED AFTER
1:00 PM NEW YORK TIME ON A BANKING DAY, WE WILL HONOR THE SAME IN FULL
IN IMMEDIATELY AVAILABLE FUNDS BY NOON ON THE SECOND SUCCEEDING
BANKING DAY.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED
AUTOMATICALLY EXTENDED WITHOUT AN AMENDMENT FOR A ONE (1) YEAR
PERIOD BEGINNING ON THE PRESENT EXPIRY DATE HEREOF AND UPON EACH
ANNIVERSARY OF SUCH DATE, UNLESS AT LEAST NINETY (90) DAYS PRIOR TO
ANY SUCH EXPIRY DATE WE HAVE SENT YOU WRITTEN NOTICE BY
REGISTERED MAIL OR OVERNIGHT COURIER SERVICE THAT WE ELECT NOT TO
PERMIT THIS LETTER OF CREDIT TO BE SO EXTENDED BEYOND THE THEN
CURRENT EXPIRY DATE, AND IT WILL EXPIRE ON ITS THEN CURRENT EXPIRY

RESTRICTED

DATE. NO PRESENTATION MADE UNDER THIS LETTER OF CREDIT AFTER SUCH EXPIRY DATE WILL BE HONORED.

EXCEPT AS STATED HEREIN, THIS LETTER OF CREDIT IS NOT SUBJECT TO ANY CONDITION OR QUALIFICATION AND IS OUR INDIVIDUAL OBLIGATION WHICH IS IN NO WAY CONTINGENT UPON REIMBURSEMENT. OUR OBLIGATIONS TO BENEFICIARY UNDER THIS LETTER OF CREDIT ARE OUR PRIMARY OBLIGATIONS AND ARE STRICTLY AS STATED HEREIN.

WE AGREE THAT IF THIS LETTER OF CREDIT WOULD OTHERWISE EXPIRE DURING, OR WITHIN 30 DAYS AFTER, AN INTERRUPTION OF OUR BUSINESS CAUSED BY AN ACT OF GOD, RIOT, CIVIL COMMOTION, INSURRECTION, ACT OF TERRORISM, WAR OR ANY OTHER CAUSE BEYOND OUR CONTROL OR BY ANY STRIKE OR LOCKOUT, THEN THIS LETTER OF CREDIT SHALL EXPIRE ON THE 30TH DAY FOLLOWING THE DAY ON WHICH WE RESUME OUR BUSINESS AFTER THE CAUSE OF SUCH INTERRUPTION HAS BEEN REMOVED OR ELIMINATED AND ANY DRAWING ON THIS LETTER OF CREDIT WHICH COULD PROPERLY HAVE BEEN MADE BUT FOR SUCH INTERRUPTION SHALL BE PERMITTED DURING SUCH EXTENDED PERIOD.

THIS LETTER OF CREDIT SHALL BE GOVERNED BY THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 ("ISP98"), EXCEPT TO THE EXTENT THAT THE TERMS HEREOF ARE INCONSISTENT WITH THE PROVISIONS OF THE ISP98, IN WHICH CASE THE TERMS OF THIS LETTER OF CREDIT SHALL GOVERN.

PLEASE SEND ALL CLAIMS AND CORRESPONDENCE AS PER SBLC TERMS AND CONDITIONS TO FOLLOWING ADDRESS:

[_____
[_____
[_____
Attention: [_____]

FOR ANY QUERIES, PLEASE CONTACT OUR CLIENT SERVICES TEAM AT:
[EMAIL] OR PHONE NO. [_____] OR FAX NO. [_____]

By: _____
Name:
Title:

RESTRICTED

EXHIBIT D-2
PERFORMANCE GURANTEE

DRAFT

PERFORMANCE BOND

BOND NUMBER []

KNOW ALL MEN BY THESE PRESENTS: That [] (hereafter call the "**Principal**") and [] (hereafter called the "**Surety**"), are held and firmly bound unto [] (hereafter called the "**Obligee**"), in the full and just sum of [] (\$[]), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal was granted approval by the Obligee to construct the Railsplitter LSES pursuant to and as defined by the Consent Judgment entered by the Washtenaw County Circuit Court on _____ in Case No. 22-2486-AA (hereafter called the "**Permit**");

WHEREAS, pursuant to paragraph 8.p. of the Permit, Principal is required to maintain a performance bond or irrevocable letter of credit; and

WHEREAS, the Obligee has agreed to accept a bond guarantying the cost to perform the Required Improvements as defined in paragraph 8. P. of said Permit for a period of [] ([]) year.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every Required Improvements in said Permit at the time and in the manner specified during the term of this bond, and shall reimburse said Obligee for any loss which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

1. This bond is for the term beginning on [] and expiring on []. The bond shall automatically renew for a [] ([]) year period upon the expiration date set forth above and upon each anniversary of such date, unless at least thirty (30) days prior to such expiration date, or prior to any anniversary of such date, Surety provides written notice to both the Obligee and Principal of its intention to not-renew its bond. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a default by the Principal recoverable by the Obligee under this bond.
2. In the event of a default by the Principal, Obligee shall deliver to Surety by certified mail, a written statement of the facts of such default, within sixty (60) days of the occurrence. In the event of default, the Surety shall have the right and opportunity, at its sole discretion, to: (a) cure the default; (b) assume the remainder of the Permit and to perform or sublet the same; or (c) to tender to the Obligee funds sufficient to pay the cost of completion up to an amount not to exceed the penal sum of the bond. In no event shall the Surety be liable for fines, penalties, liquidated damages or forfeitures assessed against the Principal.
3. No claim, action or proceeding, except as hereafter set forth, shall be had or maintained against the Surety on this instrument unless the same be brought or instituted upon the Surety within one (1) year from termination or expiration of the bond term.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrator or successors of Obligee.

5. The aggregate liability of the Surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the Permit, then the terms of this bond shall prevail.
7. The Obligee's acceptance of this bond and reliance upon it as security constitutes its acknowledgement and agreement as to the explicit terms stated herein under which it is offered and issued by the Surety.

EXECUTED AND SEALED ON THIS ____ DAY OF _____, 20__.

Principal:

[_____]

By: _____

Name:

Title:

Surety:

Principal:

[_____]

By: _____

Name:

Title:

EXHIBIT E

YARDS

DRAFT

