



Warner Norcross + Judd LLP

April 13, 2026

*Via Hand Delivery*

Lowell Charter Township  
2910 Alden Nash SE  
Lowell, Michigan 49331

**Re: Applications for Rezoning Approval**

Dear Township Clerk:

Enclosed please find a check in the amount of \$2,500 representing the rezoning application fees and a text amendment application fee, with a check in the amount of \$10,000 representing the escrow fees for the below properties:

|   |   |
|---|---|
| <b>11270 Cascade Road SE, Lowell, MI<br/>Parcel Number 41-20-28-100-015<br/>Owner: Scott Rissi<br/>Applicant: Microsoft Corporation</b>   | <b>11228 Cascade Road SE, Lowell, MI<br/>Parcel Number 41-20-28-100-011<br/>Owner: Rhombus, LLC<br/>Applicant: Microsoft Corporation</b>  |
| <b>4687 Alden Nash Avenue SE, Lowell, MI<br/>Parcel Number 41-20-28-200-032<br/>Owner: Barnabas Foundation, Manager<br/>of Covenant Industrial Park of Lowell,<br/>LLC<br/>Applicant: Microsoft Corporation</b> | <b>11350 Cascade Road SE, Lowell, MI<br/>Parcel Number 41-20-28-100-016<br/>Owner: Mitch Breckon<br/>Applicant: Microsoft Corporation</b> |

Please feel free to contact me if you have any questions regarding the enclosures. Thank you.

Very truly yours,

Gaëtan Gerville-Réache

GGR/sra  
Enclosures  
33955531

# LOWELL CHARTER TOWNSHIP

## Planning Commission Application

Type of Request:

Date: \_\_\_\_\_

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Rezoning         | <input type="checkbox"/> SLU Amendment            | <input type="checkbox"/> Private Road                                       |
| <input type="checkbox"/> Site Plan Review | <input type="checkbox"/> Planned Unit Development | <input type="checkbox"/> Plat Approval                                      |
| <input type="checkbox"/> Special Land Use | <input type="checkbox"/> Site Condominium         | <input checked="" type="checkbox"/> Other <u>Zoning Ordinance Amendment</u> |

Applicant Name: Sid Janga, Senior Director, Land Development AMERs at Microsoft Corporation

Address: One Microsoft Way, Redmond, WA 98052-6399

Phone: 256-613-3197 Cell # \_\_\_\_\_ Email: jonahmills@microsoft.com

**Owner, if other than applicant:**

Name: N/A

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell # \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: Microsoft requests an amendment to the Zoning Ordinance to add Data Centers as a permitted use in the LI - Light Industrial district and supplemental regulations to impose development and performance standards for Data Centers.

Address of Property: N/A

Parcel Number/ Legal Description: N/A Size of Parcel: \_\_\_\_\_

Current Zoning: N/A Proposed Zoning: \_\_\_\_\_

(If Rezoning)

Applicant's Signature:  Date: 4/9/2026

Sid Janga (Apr 9, 2026 20:34:18 CDT)

Property Owner's Signature: N/A Date: \_\_\_\_\_

**\*\*\*\*\* Office Use Only\*\*\*\*\***

Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_ Date of Meeting: \_\_\_\_\_

Application Fee Paid: \_\_\_\_\_ Escrow Fee Paid: \_\_\_\_\_

Approval Information: \_\_\_\_\_

2910 Alden Nash SE ~ Lowell, MI 49331 Phone: 616-897-7600 ~ Fax: 616-897-6482

[www.lowelltp.org](http://www.lowelltp.org)

## **Proposed Lowell Charter Township Zoning Ordinance Text Amendment**

On March 17, 2025, the Township Board approved Ordinance No. 2025-01Z, which added a specific definition for “Data Centers” and added this use as a permitted land use in the I-PUD District. Microsoft proposes the following additional amendments to Zoning Ordinance to regulate data centers as a permitted land use under the LI, Light Industrial District:

Chapter 12, Section 12.02 of the Zoning Ordinance would be amended as follows:

### **j) Data Centers.**

Chapter 22 of the Zoning Ordinance would be amended to add Section 22.11 as follows:

#### **SEC 22.11 STANDARDS FOR DATA CENTERS**

##### **a) Purpose**

This Section establishes specific development standards for data centers to ensure compatibility with surrounding land uses, protect community character, and provide clear regulatory guidance for data center development consistent with the purposes of this Ordinance. If there is a conflict between a data center specific standard in this Section and another Section of this Ordinance, the standard in this Section 22.11 shall prevail.

##### **b) General Data Center Requirements**

- 1) Chilling or cooling units for servers and buildings housing servers will be setback a minimum of 150 feet from property lines abutting residential uses.**
- 2) Buildings setback a minimum of 150 feet from the property line may be 90 feet or less in height. The exceptions to height regulations in Section 4.16 shall apply to the height limit established in this subsection.**
- 3) Berms will comply with the general standards for industrial uses, except for the height limit in Section 4.25(d)(11). Berms will be no higher than necessary to achieve the sound limits in Section 12.06(f)(1). Berms higher than 5 feet will be setback a minimum of 25 feet from the property line.**
- 4) Solid walls (such as those constructed for sound mitigation and visual screening) must comply with the general provisions applicable to other industrial uses permitted in the LI, Light Industrial district, except that the height limit for walls will not apply if the wall complies with the height limits and setback requirements for industrial buildings in the LI, Light Industrial zoning district.**
- 5) Security fencing may be up to 8 feet in height in all yards but must otherwise comply with the general requirements for fences and walls in industrial zones.**

- 6) **The landscape buffer will be 25 feet at all property lines adjacent to non-residential zoning districts and 40 feet at all property lines abutting residential or agricultural zoning districts.**
- 7) **Operational lighting will be limited to 0.1 footcandles measured at the property line, except at security stations on access drives to the property. All lighting will use a color temperature of 4000k or lower. Lighting fixtures will be shielded and oriented to prevent direct illumination onto any residential lot.**
- 8) **Generator testing hours will be limited to 8:00 a.m. to 6:00 p.m., Monday through Friday, excluding federal holidays, except if tests require a longer duration, in which case notice shall be provided to the Township at least one day in advance of each extended test period.**
- 9) **The emission of measurable noises from the premises shall not exceed sixty-five (65) decibels (dBA) as measured at the property lines abutting residential uses. The emission of measurable noise from the premises shall not exceed eighty-five (85) decibels (dBA) at property lines abutting residential uses during the emergency use of backup generators.**
- 10) **Lot Coverage: The maximum lot coverage by structures and impervious surfaces shall be the lesser of eighty percent (80%) or the lot coverage limit established for the underlying zoning district.**



April 13, 2026

Jerry Hale, Township Supervisor  
Lowell Charter Township  
2190 Alden Nash SE, Lowell, MI 49331

Via email

*Re: Microsoft Datacenter Project Rezoning Application*

Dear Supervisor Hale,

Microsoft is pleased to have had the opportunity to engage with you and Lowell Charter Township residents as we advance our datacenter campus project. After listening to your concerns and those of your community, we are submitting a rezoning package with enforceable commitments from Microsoft to be a good neighbor and strengthen your community. We look forward to creating a lasting partnership with you and your community.

Consistent with our Community-First commitments, we are designing our datacenter project to strengthen, not strain, the community of Lowell Charter Township. In our conversations with residents and local leaders like yourselves, we heard concerns about tax incentives, water, energy, and noise. As our first step in developing a project and a lasting partnership your community can be proud of, we are voluntarily offering a set of enforceable conditions to rezoning. We offer to:

- **Not seek local property tax abatements:** Microsoft will not ask Lowell Charter Township for local property tax abatements for this property. Your community will benefit from substantial added property tax revenue to fund schools, roads, emergency services, health and social services, libraries, and parks from our development.
- **Pay our fair share of electricity costs:** Microsoft will work with Consumers Energy and the Michigan Public Service Commission to pay our fair share for electric service, including for any needed upgrades, so the cost of serving the datacenter is not shifted to residential customers.
- **Pay for water/sewer upgrades:** We will pay our own way for water services and fully fund any upgrades necessary to serve our project. We expect that our presence to strengthen local water systems rather than burden them.
- **Use backup generators only for emergencies:** The site will use emergency backup generators to power the datacenter only during a grid power emergency.
- **Comply with environmental laws:** The datacenter will be operated and maintained in full compliance with all local, state, and federal rules, including air-emission standards (as required by Michigan EGLE's Air Quality Division) and water quality standards.
- **Not pump groundwater for operations:** If Lowell Charter Township and the City of Lowell permit Microsoft to pay for a connection and necessary upgrades to the City's municipal water

plant, Microsoft will not withdraw groundwater at the site for cooling the datacenters or any other operational needs (like sinks and toilets). The project will instead use the City of Lowell Water System.

- **Use a water-efficient design:** The project will use a water-efficient design. Such designs could include a closed-loop system, air cooling with the outside air, a combination of these systems, or new innovative water-efficient technologies.
- **Be responsible if ever decommissioned:** If the facility ever stops operating as a datacenter, Microsoft will be responsible for safely shutting it down and for any required on-site cleanup.
- **Limit noise:** Noise at property lines next to residentially zoned parcels will not be more than 65 dBA during normal operations and not more than 85 dBA during emergency generator use to ensure minimal disruption to our neighbors.
- **Visually screen nearby homes:** Where allowed, Microsoft will build a landscaped berm or other visual screen for any residential lots that touch the property.
- **Limit lighting:** Lights will be aimed and shielded so they do not shine directly onto residential lots. Light levels at the exterior property lines will be limited to 0.1 footcandles (except at security stations on access drives). Lighting will be 4000K color temperature or lower.
- **Use larger setbacks:** Datacenter buildings (including server buildings and cooling equipment) will be at least 150 feet from the property line.
- **Apply these conditions to connected parcels:** These same conditions also apply to any parcels that are consolidated with the rezoned parcel and are developed for datacenter use.
- **Pay a performance guarantee:** Microsoft will provide a performance guarantee so the Township can monitor and enforce compliance with these conditions.

These conditions are officially documented in finer technical detail in the proposed conditional rezoning contract included with our application. They embody key tenets of our Community-First commitments.

When Microsoft pledged to put the community first, we meant it. We look forward to working together on implementation of these commitments as we move forward with our datacenter development process.

Sincerely,

Microsoft Land Development Team

Cc: Cliff Bloom, Bloom Sluggett, PC



# Microsoft Rezoning Application Index

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## Part 1: Applications for Conditional Rezoning and Offer of Conditions

- Parcel -032 Rezoning Application (Barnabas Foundation)
  - Landowner Offered Conditions of Rezoning (Barnabas Foundation)
- Parcel -011 Rezoning Application (Rhombus)
  - Landowner Offered Conditions of Rezoning (Rhombus)
- Parcel -015 Rezoning Application (Rissi)
  - Landowner Offered Conditions of Rezoning (Rissi)
- Parcel -016 Rezoning Application (Breckon)
  - Landowner Offered Conditions of Rezoning (Breckon)
- Statement Regarding Offer of Conditions for Rezoning
- Microsoft Proposed Conditional Rezoning Contract (Offer of Conditions)

## ADDENDUM

### Part 2: Maps and Legal Descriptions

### Part 3: Project Description

- Datacenter Description
- Datacenter Conceptual Plan and Street Views
- Microsoft Datacenter FAQs

### Part 4: Response to Rezoning Evaluation Factors

# Applications for Conditional Rezoning and Offer of Conditions

**LOWELL CHARTER TOWNSHIP**

**Planning Commission Application**

Type of Request: \_\_\_\_\_ Date: \_\_\_\_\_

- Rezoning                       SLU Amendment                       Private Road
- Site Plan Review               Planned Unit Development           Plat Approval
- Special Land Use               Site Condominium                       Other \_\_\_\_\_

Applicant Name: Sid Janga, Senior Director, Land Development AMERs at Microsoft Corporation

Address: One Microsoft Way, Redmond, WA 98052-6399

Phone: 256-613-3197 Cell # \_\_\_\_\_ Email: jonahmills@microsoft.com

**Owner, if other than applicant:**

Name: James Bakke, Executive Director of Barnabas Foundation, Manager of Covenant Industrial Park of Lowell, LLC

Address: 3801 Eagles Nest Dr., Suite B, Crete, IL 60417

Phone: 888-448-3040 Cell # \_\_\_\_\_ Email: jbakke@barnabasfoundation.org

Project Description: This is a request to conditionally rezone the subject parcel to LI. See attached conditions. The parcel is expected to be consolidated with adjacent parcels for development of a data center. See accompanying documents for more information.

Address of Property: 4687 Alden Nash Ave SE, Lowell, MI 49331

41-20-28-200-032

Parcel Number/ Legal Description: See accompanying Legal Description Size of Parcel: Approx. 235 acres

Current Zoning: IPUD Proposed Zoning: LI  
(if Rezoning)

Applicant's Signature:  Date: 4/9/2026

Property Owner's Signature:  Date: 3/31/2026

**\*\*\*\*\* Office Use Only\*\*\*\*\***

Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_ Date of Meeting: \_\_\_\_\_

Application Fee Paid: \_\_\_\_\_ Escrow Fee Paid: \_\_\_\_\_

Approval Information: \_\_\_\_\_

### Conditions to Rezoning

Barnabas Foundation, the current owner of the land commonly known as 4687 Alden Nash Avenue SE, Lowell, MI 49331, Parcel No. 41-20-28-200-032, requests rezoning of the parcel to LI, Light Industrial subject to the following conditions:

- (1) If the parcel is not deeded to Microsoft within one year of final conditional rezoning approval, the property will revert to its prior zoning designation in accordance with MCL 125.3405(2). This reversion will be confirmed by resolution of the Township Board.
- (2) Microsoft, the proposed purchaser of the property, will execute a conditional rezoning contract with the Township with only terms and conditions that are both proposed by Microsoft and approved by the Township Board. The conditional rezoning contract will take effect upon deeding the property to Microsoft.

Property Owner's Signature:

Barnabas Foundation

Dated: 3/31/2026

By: James Bakke  
Name: James Bakke, Executive Director

**LOWELL CHARTER TOWNSHIP**

**Planning Commission Application**

Type of Request:

Date: \_\_\_\_\_

- Rezoning
- Site Plan Review
- Special Land Use
- SLU Amendment
- Planned Unit Development
- Site Condominium
- Private Road
- Plat Approval
- Other \_\_\_\_\_

Applicant Name: Sid Janga, Senior Director, Land Development AMERs at Microsoft Corporation

Address: One Microsoft Way, Redmond, WA 98052-6399

Phone: 256-613-3197 Cell # \_\_\_\_\_ Email: jonahmills@microsoft.com

**Owner, if other than applicant:**

Name: Rhombus, LLC

Address: 7238 Cascade Road, Grand Rapids, MI 49546

Phone: 616-299-8117 Cell # \_\_\_\_\_ Email: scotrissi@gmail.com

Project Description: This is a request to conditionally rezone the subject parcel to LI. See attached conditions. The parcel is expected to be consolidated with adjacent parcels for development of a data center. See accompanying documents for more information.

Address of Property: 11228 Cascade Road SE, Lowell, MI 49331

41-20-28-100-011

Parcel Number/ Legal Description: See accompanying Legal Description Size of Parcel: Approx. 4.03 acres

Current Zoning: AG-2

Proposed Zoning: LI  
(If Rezoning)

Applicant's Signature:  Date: 4/9/2026

Property Owner's Signature:  Date: 3-31-26

**\*\*\*\*\* Office Use Only\*\*\*\*\***

Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_ Date of Meeting: \_\_\_\_\_

Application Fee Paid: \_\_\_\_\_ Escrow Fee Paid: \_\_\_\_\_

Approval Information: \_\_\_\_\_

2910 Alden Nash SE ~ Lowell, MI 49331 Phone: 616-897-7600 ~ Fax: 616-897-6482

[www.lowelltwp.org](http://www.lowelltwp.org)

**Conditions to Rezoning**

Rhombus, LLC, the current owner of the land commonly known as 11228 Cascade Road SE, Lowell, MI 49331, Parcel No. 41-20-28-200-011, requests rezoning of the parcel to LI, Light Industrial subject to the following conditions:

- (1) If the parcel is not deeded to Microsoft within one year of final conditional rezoning approval, the property will revert to its prior zoning designation in accordance with MCL 125.3405(2). This reversion will be confirmed by resolution of the Township Board.
- (2) Microsoft, the proposed purchaser of the property, will execute a conditional rezoning contract with the Township with only terms and conditions that are both proposed by Microsoft and approved by the Township Board. The conditional rezoning contract will take effect upon deeding the property to Microsoft.

Property Owner's Signature:

Rhombus, LLC

Dated: \_\_\_\_\_

*3-31-26*

By: \_\_\_\_\_

Name: Scott Rissi, Member

*Scott Rissi member*

**LOWELL CHARTER TOWNSHIP**

**Planning Commission Application**

Type of Request:

Date: \_\_\_\_\_

- Rezoning                       SLU Amendment                       Private Road
- Site Plan Review               Planned Unit Development           Plat Approval
- Special Land Use                 Site Condominium                       Other \_\_\_\_\_

Applicant Name: Sid Janga, Senior Director, Land Development AMERs at Microsoft Corporation

Address: One Microsoft Way, Redmond, WA 98052-6399

Phone: 256-613-3197 Cell # \_\_\_\_\_ Email: jonahmills@microsoft.com

**Owner, if other than applicant:**

Name: Scott Rissi

Address: 7238 Cascade Road SE, Grand Rapids, MI 49546

Phone: 616-299-8117 Cell # \_\_\_\_\_ Email: scottrissi@gmail.com

Project Description: This is a request to conditionally rezone the subject parcel to LI. See attached conditions.

The parcel is expected to be consolidated with adjacent parcels for development of a data center. See accompanying documents for more information.

Address of Property: 11270 Cascade Road SE, Lowell, MI 49331

41-20-28-100-015


Parcel Number/ Legal Description: See accompanying Legal Description Size of Parcel: Approx. 6.82 acres

Current Zoning: AG-2

Proposed Zoning: LI  
(If Rezoning)

Applicant's Signature:  Date: 4/9/2026

Sid Janga (APR 9, 2026 20:34:18 CDT)

Property Owner's Signature:  Date: 3-31-26

**\*\*\*\*\* Office Use Only\*\*\*\*\***

Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_ Date of Meeting: \_\_\_\_\_

Application Fee Paid: \_\_\_\_\_ Escrow Fee Paid: \_\_\_\_\_

Approval Information: \_\_\_\_\_

2910 Alden Nash SE ~ Lowell, MI 49331 Phone: 616-897-7600 ~ Fax: 616-897-6482

[www.lowelltwp.org](http://www.lowelltwp.org)

### Conditions to Rezoning

Scott Rissi, the current owner of the land commonly known as 11270 Cascade Road SE, Lowell, MI 49331, Parcel No. 41-20-28-200-015, requests rezoning of the parcel to LI, Light Industrial subject to the following conditions:

- (1) If the parcel is not deeded to Microsoft within one year of final conditional rezoning approval, the property will revert to its prior zoning designation in accordance with MCL 125.3405(2). This reversion will be confirmed by resolution of the Township Board.
- (2) Microsoft, the proposed purchaser of the property, will execute a conditional rezoning contract with the Township with only terms and conditions that are both proposed by Microsoft and approved by the Township Board. The conditional rezoning contract will take effect upon deeding the property to Microsoft.

Property Owner's Signature:

Dated: \_\_\_\_\_

3-31-26

By: \_\_\_\_\_

Name: Scott Rissi

# LOWELL CHARTER TOWNSHIP

## Planning Commission Application

Type of Request: \_\_\_\_\_ Date: \_\_\_\_\_

- Rezoning                       SLU Amendment                       Private Road
- Site Plan Review                       Planned Unit Development                       Plat Approval
- Special Land Use                       Site Condominium                       Other \_\_\_\_\_

Applicant Name: Sid Janga, Senior Director, Land Development AMERs at Microsoft Corporation

Address: One Microsoft Way, Redmond, WA 98052-6399

Phone: 256-613-3197 Cell # \_\_\_\_\_ Email: jonahmills@microsoft.com

**Owner, if other than applicant:**

Name: Mitch Breckon

Address: 11350 Cascade Road SE, Lowell, MI 49331

Phone: \_\_\_\_\_ Cell # \_\_\_\_\_ Email: breckonm@hotmail.com


Project Description: This is a request to conditionally rezone the subject parcel to LI. See attached conditions.

The parcel is expected to be consolidated with adjacent parcels for development of a data center. See accompanying documents for more information.

Address of Property: 11350 Cascade Road SE, Lowell, MI 49331  
41-20-28-100-016

Parcel Number/ Legal Description: See accompanying Legal Description Size of Parcel: Approx. 8 acres

Current Zoning: AG-2 Proposed Zoning: LI  
(If Rezoning)

Applicant's Signature:  Date: 4/9/2026

Property Owner's Signature:  Date: 04/09/2026

**\*\*\*\*\* Office Use Only\*\*\*\*\***

Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_ Date of Meeting: \_\_\_\_\_

Application Fee Paid: \_\_\_\_\_ Escrow Fee Paid: \_\_\_\_\_

Approval Information: \_\_\_\_\_

## Conditions to Rezoning

Mitch Breckon, the current owner of the land commonly known as 11350 Cascade Road SE, Lowell, MI 49331, Parcel No. 41-20-28-200-016, requests rezoning of the parcel to LI, Light Industrial subject to the following conditions:

- (1) If the parcel is not deeded to Microsoft within one year of final conditional rezoning approval, the property will revert to its prior zoning designation in accordance with MCL 125.3405(2). This reversion will be confirmed by resolution of the Township Board.
- (2) Microsoft, the proposed purchaser of the property, will execute a conditional rezoning contract with the Township with only terms and conditions that are both proposed by Microsoft and approved by the Township Board. The conditional rezoning contract will take effect upon deeding the property to Microsoft.

Property Owner's Signature:

Dated: 04/09/2026

By: *Mitchell Breckon*  
dotloop verified  
04/09/26 4:23 PM EDT  
TZT5-ADUX-OEWD-ELAQ  
Name: Mitch Breckon

## Statement Regarding Offer of Conditions for Rezoning

Pursuant to the Michigan Zoning Enabling Act, MCL 125.3405, Microsoft, with the consent of the landowners, requests conditional rezoning of the following parcels from their current zoning classification to LI, Light Industrial and offers to enter into a Conditional Rezoning Contract as a condition of the rezoning:

- Parcel No. 41-20-28-200-032 (currently zoned I-PUD)
- Parcel No. 41-20-28-100-011 (currently zoned AG-2)
- Parcel No. 41-20-28-100-015 (currently zoned AG-2)
- Parcel No. 41-20-28-100-016 (currently zoned AG-2)

These parcels (the “Property”) are identified on the accompanying aerial photographs and legal descriptions in this rezoning package.

Under the Michigan Zoning Enabling Act, “[a]n owner of land may voluntarily offer in writing one or more conditions relating to the use and/or development of land for which a rezoning is requested.” MCL 125.3405. The conditions offered in the enclosed Conditional Rezoning Contract would limit use of the property to a datacenter and hold the project to more stringent development standards than what the Township has required of the surrounding businesses on property zoned for light industrial use. Microsoft offers to rezone these parcels with conditions to demonstrate its sincere commitment to its Community-First principles.

### Community-first commitments



*Microsoft's 5-point plan to partner with local communities across the United States*

|   |  |   |  |  |
|---|--|---|--|--|
| <p><b>1</b></p> <p><b>We'll pay our way to ensure our datacenters don't increase your electricity prices.</b></p> <ul style="list-style-type: none"><li>• Pay utility rates that are high enough to cover our electricity costs</li><li>• Collaborate with utilities on plans to add the electricity we will need</li><li>• Innovate to make our datacenters more efficient</li><li>• Advocate for public policies needed for affordable, reliable, and sustainable power</li></ul> | <p><b>2</b></p> <p><b>We'll minimize our water use and replenish more of your water than we use.</b></p> <ul style="list-style-type: none"><li>• Reduce the amount of water our datacenters use</li><li>• Replenish more water than we use</li><li>• Provide greater local transparency</li><li>• Advocate for public policy that helps minimize water use</li></ul> | <p><b>3</b></p> <p><b>We'll create jobs for your residents.</b></p> <ul style="list-style-type: none"><li>• Invest in partnerships to train local construction workers</li><li>• Expand our Datacenter Academy program to train more individuals for ongoing operations roles</li><li>• Encourage local policymakers to support new job opportunities</li></ul> | <p><b>4</b></p> <p><b>We'll add to the tax base that funds first responders, schools, parks, and libraries.</b></p> <ul style="list-style-type: none"><li>• We won't ask municipalities to reduce their local property tax rates for datacenters</li><li>• We'll support policies to invest the added taxes we pay in the vital services the community cares about</li></ul> | <p><b>5</b></p> <p><b>We'll strengthen your community by investing in local AI training and non-profits.</b></p> <ul style="list-style-type: none"><li>• Partner with schools, community colleges, and universities to provide AI training</li><li>• Support adults with AI tools and skills through AI learning hubs in local libraries</li><li>• Support AI skills training for businesses</li><li>• Invest in local non-profits</li></ul> |
|---|--|---|--|--|

Microsoft has incorporated into a proposed Conditional Rezoning Contract the elements of these Community-First commitments that relate to its use of the property as a datacenter and the increased use of public infrastructure associated with that use. Microsoft is also proposing supplemental regulations that offer more protection to adjacent uses than the zoning ordinance currently provides from other light industrial uses.

DRAFT

(April 13, 2026)

## CONDITIONAL REZONING CONTRACT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged by and agreed upon by the parties hereto, this Conditional Rezoning Contract (“Contract”) is entered into as of \_\_\_\_\_, 2026, by and between LOWELL CHARTER TOWNSHIP, a Michigan charter law township, with its offices located at 2910 Alden Nash Avenue SE, Lowell, Michigan 49331 (the “Municipality”) and MICROSOFT CORPORATION, a Washington corporation, with an address of One Microsoft Way, Redmond, WA 98052-6399 (the “Owner”).

### RECITALS

A. The Owner owns or will own land within Lowell Charter Township which is approximately \_\_ acres in size, is commonly known as \_\_\_\_\_ and consists of Permanent Parcel No. \_\_\_\_\_ (the “**Property**”) as legally described on the attached Exhibit A (the “**Property**”).

B. The Owner represents and warrants that as of the effective date of this Contract, it is the sole and only owner of the Property and that there are no mortgages, liens, or similar encumbrances on or binding the Property.

C. The Property is currently zoned as I-PUD and AG-2 pursuant to the Lowell Charter Township Zoning Ordinance, as amended (the “Zoning Ordinance”), and current zoning map.

D. The Owner has applied for a conditional rezoning of the Property from the current I-PUD zoning district designation to the LI, Light Industrial zoning district designation under the Zoning Ordinance and the Lowell Charter Township Zoning Map (the “Zoning Map”).

E. The Owner only wishes to use and develop the Property for a datacenter complex and related uses and wants to preclude its use for any of the other uses either permitted or allowed in the LI, Light Industrial zoning district or pursuant to the Zoning Ordinance.

F. The Owner has therefore voluntarily offered to have the Municipality approve the conditions stated in this Contract as conditions and requirements for the rezoning of the Property to the LI, Light Industrial zoning district designation (and regulating the development and use of the Property after the rezoning occurs pursuant to this Contract).

G. As one of the conditions for rezoning this Property, the Owner has also agreed to apply the same conditions to other adjoining parcels that will be developed for datacenter use in connection with the Property.

H. The Lowell Charter Township Planning Commission has determined that the proposed rezoning and conditions are in the best interest of the public health, safety, and general welfare.

I. The Lowell Charter Township Board agrees that this Contract provides reasonable assurances regarding the uses and development of the Property that are essential in its consideration and approval of the requested rezoning.

### **TERMS AND CONDITIONS**

The parties agree as follows:

1. **Conditions Imposed.** All of the provisions of this Contract, as well as the following permanent conditions and requirements specified in this Section 1 and elsewhere in this Contract, shall apply to the rezoning, use, and development of the Property (and the Property itself) pursuant to this Contract and to the rezoning of the Property from the current zoning district designation to the LI, Light Industrial zoning district designation:

- (a) **Allowed Uses.** The only uses that may occur on or from the Property as rezoned are as follows:
  - (i) Data Center
  - (ii) Accessory and related uses
- (b) No other uses shall occur on or from the Property except for those specified in subsection (a) above, regardless of any changes in or to the Zoning Ordinance hereafter.
- (c) Any use made of or occurring on the Property (including buildings, structures and improvements) shall nevertheless still be subject to all other applicable requirements of the Zoning Ordinance and this Contract, including, but not limited to, setbacks, special land use approvals, substantive regulations regarding the use, and site plan requirements. Except to the extent expressly modified or changed by this Contract, the Zoning Ordinance shall still fully apply to the Property.
- (d) To date, no special land use approval, site plan approval or any other zoning approval has been granted for the Property pursuant to the conditional rezoning specified in this Contract.
- (e) The Property is also subject to all the following conditions and requirements:
  - (i) ***Use and Time Constraints.***

The Property will be developed and used only for a datacenter and associated facilities and only in accordance with applicable site planning process and development standards for the LI, Light Industrial district and the terms of this Contract.

**(ii) *Electricity.***

The Owner (as well as any lessee, tenant, successor, creditor, licensee, or other possessor of the Property or any portion thereof) will comply with electricity rate regulations, and will request service-agreement terms, that require it to pay its fair share of services related to electricity use and protect residential ratepayers from bearing costs resulting from the datacenter's development and operation.

The Owner will collaborate with Consumers Energy on the expansion of electrical generation capacity and improvements in transmission and substation systems on the grid when needed for its datacenters and will pay for these improvements.

The site will include emergency backup generators for energy generation only in the event of a grid power emergency. Prior to installing backup generators, the Owner will provide credible evidence that the selected design can meet the noise standards set forth in these conditions and applicable regulations using permissible engineering controls and mitigation. The Owner shall also provide evidence it has received a Permit to Install or other applicable permit from the Air Quality Division of the Michigan Department of Environment, Great Lakes, and Energy.

**(iii) *Water Use.***

If the Owner is granted all approvals necessary for adequate municipal water service to the site, the datacenter facility will (1) only use municipal water for its daily operational water needs (i.e., running bathroom and kitchen sinks, flushing toilets, etc.) and will not withdraw groundwater at the site for cooling the datacenters or any other operational needs. If granted all approvals necessary for adequate sanitary sewer service to the site, and reliable sanitary sewer service is feasible, the Owner will only use municipal sanitary sewer for disposal of wastewater at the site unless the wastewater is instead transported by other means for treatment offsite. The Owner will pay for its share of services related to municipal water and sanitary sewer as required by the municipal authority and applicable regulations. The Owner will pay for water and sanitary-sewer infrastructure upgrades necessary to serve its project, including offsite extensions of sewer and water lines to the property from the plants. Any necessary obligations of the Owner will be specified and documented in a future development agreement. The Owner will be bound by this condition only if the City of Lowell and Lowell Charter Township execute such agreements with each other as are necessary to provide water or sanitary sewer service to the Property. If such agreements are not executed, or the parties do not both agree such execution is imminent, within 180

days after conditional rezoning approval, or before the Owner files an application for site plan approval (whichever occurs later), then the Owner will be released from the obligation to connect to water or sanitary sewer or both, depending on which service the City and Township do not timely agree upon.

The project will use a water-efficient design. Such designs could include a closed-loop system, air cooling with the outside air, a combination of systems, or new innovative technologies.

**(iv) *Tax Base.***

The Owner (or its successor in interest) will not apply to Lowell Charter Township or the City of Lowell for any local property tax abatements related to this property.

In the event the facility ceases to operate as a datacenter, the Owner (or its successor in interest) will bear financial and operational responsibility for decommissioning the facility (i.e. safely shutting down and dismantling equipment and securing remaining structures), including any onsite remediation, if required by applicable law. If any datacenter building is not repurposed within 10 years after decommissioning, the Owner (or its successor in interest) will pay for demolition of the buildings not repurposed and restoration of the property beneath such building to its natural state and level with the surrounding grade, unless the Township grants an extension of time. The Township will grant such an extension if (1) the Township Supervisor or the Township Board receive credible evidence that the building will be repurposed within the extended time frame and (2) a performance bond or other security is provided to the Township in an amount and on terms reasonably sufficient to secure the cost of performing the aforementioned demolition and restoration if the building is not repurposed within the allowed time frame. The Township supervisor and Township Board are not limited in the number extensions or the duration of the extensions that may be granted. Notwithstanding the above standards, the Township Supervisor or Township Board may release the Owner (or its successor in interest) of this condition at any time if, in their sole discretion, they are satisfied it is no longer necessary.

The Owner will provide a performance guarantee to Lowell Charter Township to monitor and enforce compliance at the site in accordance with Zoning Ordinance § 21.09.

**(v) *Development Standards.***

With respect to sound emanating from the Property, datacenter operations will not exceed 65 dBA at property lines abutting property residentially zoned or having an existing residential use during normal operations, and 85 dBA at property

lines abutting property residentially zoned or having an existing residential use during event of emergency generator use.

The Owner will construct a landscaped berm or other visual screening, where permitted, as a buffer to any residential lots impacted by adverse view-shed or spill-light impacts from the development. The berm or screening will comply with the applicable zoning ordinance standards.

Lighting fixtures will be shielded and oriented to prevent direct illumination onto any residential lot. Light emissions at or beyond the property will be limited to 0.1 footcandles, except at security stations on access drives to the property. All lighting will use a color temperature of 4000k or lower.

Datacenter buildings housing servers and associated chillers and cooling units will be setback a minimum of 150 feet from an abutting abutting property residentially zoned or having an existing residential use.

**(vi) *Environmental.***

Air emissions on the Property will comply with all laws and regulations, including any applicable New Source Performance Standard, National Emission Standard for Hazardous Air Pollutants, or New Source Review preconstruction permitting, as determined by the Air Quality Division of the Michigan Department of Environment, Great Lakes, and Energy.

Any water discharges from the property will comply with the requirements set forth by state and federal regulations, including the Michigan Department of Environment, Great Lakes and Energy's ("EGLE") Water Resources Division. During any construction activities, this will include permits required under Parts 31 (NPDES and Floodplains), 91 (Soil Erosion and Sedimentation Control), 301 (Inland Lakes and Streams) and/or 303 (Wetlands Protection) of Michigan's Natural Resources and Environmental Protection Act ("NREPA") and their respective administrative rules. Permitting under those sections may require further approval by the United States Environmental Protection Agency ("EPA"). Permitting under Parts 31, 91, 301 and 303 may include compensatory mitigation as a condition of a permit. Industrial stormwater permits will be obtained to the extent required following construction. Any discharges associated with operation of the datacenter will be subject to all applicable state and federal statutes and administrative rules, including industrial pretreatment permitting if the discharge is to a publicly owned treatment facility.

**(vii) *Consolidation.***

These conditions shall apply to all parcels consolidated with this parcel and approved for datacenter use in an approved site plan. The Owner will file with the Township a request to consolidate other parcels adjoining the Property to be used

for a datacenter, and will pay the applicable fee, within 180 days after the Owner obtains final rezoning approval for the Property or is deeded the other parcel, whichever occurs later.

**(viii) [*Potential additional conditions*].**

[Microsoft may offer additional conditions to the rezoning as the proceedings move forward]

2. Interpretation of Uses. If there is a discrepancy or disagreement between the Owner (as well as any lessee, tenant, creditor, successor, licensee or other possessor or user of the Property or any portion thereof) and the Municipality as to whether a particular use is an allowed use or otherwise pursuant to this Contract, the Zoning Administrator shall make the final determination. Such determination shall be subject to an appeal to the Municipality's Zoning Board of Appeals pursuant to the Zoning Ordinance. The Zoning Board of Appeals decision shall be subject to judicial review as provided by law.

3. Compliance. The Owner (as well as any lessee, tenant, successor, creditor, licensee, or other possessor of the Property or any portion thereof) shall fully comply with all of the conditions and requirements contained herein and also with all applicable laws, rules, regulations, permit and license requirements, orders and directives of any governmental agency, entity or official of competent jurisdiction including, without limitation, all requirements currently imposed or which may in the future be imposed.

4. Enforcement. The parties expressly agree that in the event of a violation of this Contract or of the Zoning Ordinance by the Owner (or its successors, assigns, or transferees), the parties shall be entitled to receive specific performance or injunctive relief, as well as any other remedies available in Michigan at law or in equity. Nothing herein shall be deemed to be a waiver of the Municipality's rights to seek enforcement of this Contract and the zoning approvals granted for the Property to the extent otherwise authorized by law. Venue shall be in Kent County, Michigan.

5. Revert to Former Zoning. If the conditional zoning becomes void, invalid, or of no effect, then the Property shall automatically revert back to its former zoning classification, which may be confirmed by resolution or ordinance of the Lowell Charter Township Board.

6. Miscellaneous.

(a) Interpretation. This signed document is the entire agreement between the parties regarding conditional rezoning of the Property to LI, Light Industrial. The captions are for reference only and shall not affect the interpretation of this Contract. However, the recitals are deemed to be an integral part of this Contract. Each of the parties had the advice of legal counsel before entering into this Contract and it is to be interpreted as if it were mutually drafted.

(b) Binding Effect; Runs with the Land. The parties hereto represent and warrant that they have sufficient and legal authority to sign this Contract and to make it valid

and fully binding. This Contract shall be permanent and shall be binding upon the parties and also their subrogees, successors, transferees, creditors, and assigns.

- (c) Recording. This Contract shall be recorded with the Kent County Register of Deeds.
- (d) Notices. All notices shall be complete when provided to the other party at the first address given above or such other address as the party shall request by written notice to the other party. Delivery shall be deemed complete when actually received. Microsoft requests notice by email at amersland@microsoft.com.
- (e) Additional Documents. The parties agree to execute such other documents as may be reasonably required to fully implement this Contract.
- (f) Amendment. This Contract may not be modified or amended except in a writing executed by all parties following action by the Lowell Charter Township Board and must be recorded with the Kent County Register of Deeds records to become effective.

7. Voluntary Consent. The Owner acknowledges and agrees that it voluntarily offered and consented to all of the requirements, conditions and provisions contained in this Contract and the conditional rezoning. The Owner also acknowledges and agrees that all of the conditions and provisions contained in this Contract are fully valid, enforceable, and reasonable. The parties agree and further acknowledge that the conditions and requirements contained in this Contract are authorized by all applicable laws.

8. Effective Date. This Contract shall become effective when both of the following have occurred: (1) the Owner has acquired ownership of the Property by deed, and (2) the Property's rezoning to the LI, Light Industrial zoning district designation becomes effective.

9. Escrow Amounts. The Owner shall pay to the Municipality all zoning escrow amounts due in a timely fashion, to the extent required by applicable ordinances of the Municipality.

10. Supersedes Prior Contracts. This Contract supersedes and replaces any and all prior agreements and contracts between the parties regarding the subject matter of this Contract.

11. Binding Effect; Authority. The parties hereto agree, represent and warrant that they have full authority to sign this Contract and to make it fully binding and enforceable.

12. Applicable Law. This Contract shall be governed by the laws of the State of Michigan.

13. Counterparts. This Contract may be executed in two counterparts, each of which when executed shall constitute an original, but all counterparts together shall constitute but one and the same instrument.

14. Waivers. A waiver of any right or remedy under this Contract or as provided by law is only effective if given in a writing signed by all parties and shall not be deemed to be a waiver of any other breach or default. A failure or delay by a party in exercising any right or remedy under this Contract or by law shall not constitute a waiver of that or any other right or remedy thereafter.

15. No Third-Party Beneficiaries. Except as otherwise expressly provided for herein, there are no third-party beneficiaries to this Contract.

16. Acknowledgment. The parties agree and acknowledge that the conditions and this Contract are authorized by all applicable laws and that this Contract is valid and was entered into only on a voluntary basis, representing a permissible exercise of authority by the parties.

17. Enforcement on Other Parcels. In addition to the Property, the provisions of this Contract shall also apply to other adjoining parcels or portions thereof that receive site plan approval to be used with the Property as a datacenter.

*[Signature Pages Follow]*

**MUNICIPALITY:**  
LOWELL CHARTER TOWNSHIP

By \_\_\_\_\_  
Jerry Hale, Supervisor

And by \_\_\_\_\_  
Monica Burt, Township Clerk

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF KENT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Jerry Hale, Township Supervisor, and also by Monica Burt, Township Clerk, of the Charter Township of Lowell, both on behalf of that Township, who are personally known to me or who have produced their Michigan driver's license as identification.

\_\_\_\_\_  
\*  
Notary Public, \_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

\* \* \*

**OWNER:**

\_\_\_\_\_ a Michigan  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026,  
by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a Michigan \_\_\_\_\_, who is  
personally known to me or who has produced his/her \_\_\_\_\_ driver's license (or other  
document) as identification.

\_\_\_\_\_  
\*  
Notary Public, \_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

Drafted by and when recorded return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[No transfer taxes are applicable because no interest in property is conveyed by this document.]

DRAFT

(April 13, 2026)

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE  
CONDITIONALLY REZONED PROPERTY**

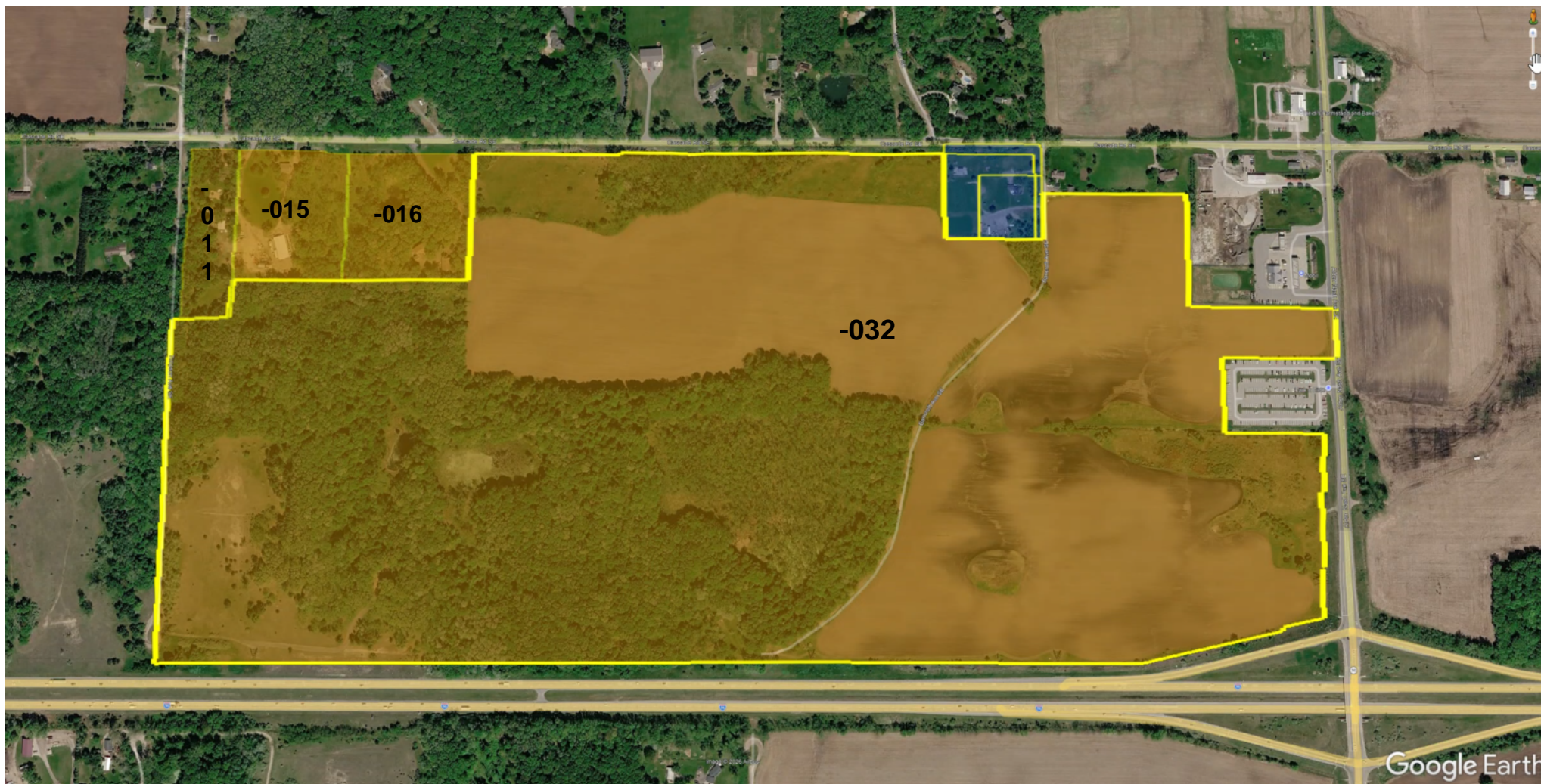
[To be inserted]

**Addendum to Microsoft  
Rezoning Application  
Maps and Legal Descriptions**

**KEY:**

Blue = Already zoned LI

Orange = To be rezoned LI



**KEY:**

Blue = Already zoned LI

Orange = To be rezoned LI



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1

-015

-016

-032

## Legal Descriptions for Rezoned Parcels

### Parcel No. 41-20-28-200-032 (currently zoned I-PUD)

Land in the Township of Lowell, Kent County, MI, described as follows:

Part of the North one-half of Section 28, Town 6 North, Range 9 West, Lowell Township, Kent County, Michigan, described as follows: Beginning on the East section line at a point being South 00 degrees 29 minutes 13 seconds West 752.00 feet from the Northeast corner of said Section 28; thence South 00 degrees 29 minutes 13 seconds West 348.89 feet; thence North 89 degrees 36 minutes 58 seconds West 360.00 feet along the North line of the South 220.00 feet of the North one-half of the Northeast one-quarter of said section; thence South 00 degrees 29 minutes 13 seconds West 220.00 feet along the West line of the East 360.00 feet of the North one-half of the Northeast one-quarter of said section; thence South 89 degrees 36 minutes 58 seconds East 360.00 feet along the South line of the North one half of the Northeast one-quarter of said section; thence South 00 degrees 29 minutes 13 seconds West 809.44 feet along the East section line; thence South 77 degrees 34 minutes 40 seconds West 957.46 feet along the Northerly right-of-way line of Highway I-96 (a limited access right-of-way); thence North 89 degrees 45 minutes 10 seconds West 4343.91 feet along said Northerly right-of-way line; thence North 00 degrees 43 minutes 50 seconds East 1512.47 feet along the West section line to a point being South 00 degrees 43 minutes 50 seconds West 836.19 feet from the Northwest corner of said section; thence South 89 degrees 50 minutes 25 seconds East 256.44 feet parallel with the North section line; thence North 00 degrees 28 minutes 07 seconds East 175.71 feet along the extended West line of the East 16.00 acres of the North one-half of the Northwest one-quarter of the Northwest one-quarter of said section; thence South 89 degrees 46 minutes 06 seconds East 1054.23 feet along the South line of the North one-half of the Northwest one-quarter of the Northwest one-quarter of said section; thence North 00 degrees 28 minutes 07 seconds East 661.78 feet along the East line of the West one-half of the Northwest one-quarter of said section; thence South 89 degrees 50 minutes 25 seconds East 1306.85 feet along the North section line to the North one-quarter corner of said section; thence South 89 degrees 29 minutes 15 seconds East 876.74 feet along said North section line; thence South 00 degrees 20 minutes 49 seconds West 450.00 feet along the West line of the East 450.00 feet of the Northwest one-quarter of the Northeast one-quarter of said section; thence South 89 degrees 29 minutes 15 seconds East 450.00 feet along the South line of the North 450.00 feet of the Northwest one-quarter of the Northeast one-quarter of said section; thence North 00 degrees 20 minutes 49 seconds East 219.00 feet along the East line of the Northwest one-quarter of the Northeast one-quarter of said section; thence South 89 degrees 29 minutes 15 seconds East 662.87 feet along the South line of the North 231.00 feet of the Northeast one-quarter of the Northeast one-quarter of said section to a point being North 89 degrees 29 minutes 15 seconds West 663.31 feet from the East section line; thence South 00 degrees 27 minutes 02 seconds West 521.00 feet; thence South 89 degrees 29 minutes 15 seconds East 662.98 feet to the place of beginning.

Except

Commencing at the Northeast corner of Section 28, Town 6 North, Range 9 West, Lowell Township, Kent County, Michigan; thence South 00 degrees 29 minutes 13 seconds West along the East line of the Northeast 1/4 of said Section, 985.72 feet, to the point of beginning; thence continuing South 00 degrees 29 minutes 13 seconds West 115.00 feet; thence North 89 degrees 36

minutes 58 seconds West 360.00 feet; thence South 00 degrees 29 minutes 31 seconds West, 220.00 feet, to a point on the South line of the North 1/2 of said Northeast 1/4; thence North 89 degrees 36 minutes 58 seconds West 160.00 feet; thence North 00 degrees 29 minutes 13 seconds East 335.00 feet; thence South 89 degrees 36 minutes 58 seconds East, 520.00 feet, to the point of beginning.

Except

That part of the following described Tract "A" which lies within a parcel of land described as follows:

Commencing at the East 1/4 corner of Section 28, Town 8 North, Range 9 West, Lowell Township, Kent County, Michigan; thence North 00 degrees 29 minutes 13 seconds East, 716.59 feet, along the East line of the Northeast 1/4 of said Section; thence North 89 degrees 30 minutes 47 seconds West, 100.00 feet to a point on the existing Westerly right of way line of Highway M-50 (Alden Nash Avenue) and point of beginning; thence continuing North 89 degrees 30 minutes 47 seconds West, 15.00 feet; thence South 00 degrees 29 minutes 13 seconds West, 216.15 feet, to point of beginning of relocated limited access right of way line for Highway I-96, Ramp "A" (restricting all ingress and egress); thence South 77 degrees 35 minutes 33 seconds West, 192.46 feet, along said relocated limited access line; thence continuing along relocated limited access right of way, South 13 degrees 56 minutes 40 seconds East, 15.00 feet, to a point on the existing limited access right of way of Highway I-96, Ramp "A"; thence North 77 degrees 35 minutes 33 seconds East, 204.01 feet, to the existing Westerly right of way line of Highway M-50 (Alden Nash Avenue); thence North 00 degrees 29 minutes 13 seconds East, 228.10 feet, to the point of beginning.

Also, except that part of said Tract "A" which lies within a parcel of land described as follows:

Commencing at said East 1/4 corner of Section 28; thence North 00 degrees 29 minutes 13 seconds East, 1216.59 feet, along the East line of the Northeast 1/4 of said Section; thence North 89 degrees 30 minutes 47 seconds West, 75.00 feet, to a point on the existing Westerly right of way line of Highway M-50 (Alden Nash Avenue) and point of beginning; thence continuing North 89 degrees 30 minutes 47 seconds West, 10.00 feet; thence South 00 degrees 29 minutes 13 seconds West, 163.43 feet; thence South 89 degrees 30 minutes 47 seconds East, 10.00 feet; thence North 00 degrees 29 minutes 13 seconds East, along said Westerly right of way line of Highway M-50 (Alden Nash Road) to the point of beginning.

Tract "A": The South 1/2 of the Northeast 1/4 of Section 28, Town 6 North, Range 9 West, except that part thereof lying Southerly of a line described as: Beginning at a point on the East line of said Section 28, which is North 0 degrees 13 minutes 10 seconds West, 511.45 feet from the East 1/4 corner of said Section 28; thence South 76 degrees 53 minutes 10 seconds West, 957.47 feet; thence South 89 degrees 33 minutes 20 seconds West, (along a line 150.00 feet Northerly of, measured at right angles, and parallel to the survey line of Highway US-16) a distance of 3000 feet, more or less, to the point of ending.

**Parcel No. 41-20-28-100-011 (currently zoned AG-2)**

Land in the Township of Lowell, Kent County, MI, described as follows:

Part of the Northwest 1/4 of the Northwest 1/4 of Section 28, Town 6 North, Range 9 West, Lowell Township, Kent County Michigan, described as follows: Beginning at the Northwest corner of said section, thence South 89 degrees 50 minutes 28 seconds East 252.61 feet along the North section line; thence South 00 degrees 28 minutes 07 seconds West 836.16 feet along the West line (and the extension thereof) of the East 16.00 acres of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of said section; thence North 89 degrees 50 minutes 26 seconds West 256.44 feet; thence North 00 degrees 43 minutes 50 seconds East 836.19 feet along the West section line to the place of beginning, Kent County Records.

**Parcel No. 41-20-28-100-015 (currently zoned AG-2)**

Land in the Township of Lowell, Kent County, MI, described as follows:

The East 16 Acres of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 28, Town 6 North, Range 9 West, Lowell Township, Kent County, Michigan, Excepting therefrom that portion described as commencing at the Northwest corner of said section; thence North 89 degrees 50 minutes 25 seconds East 1324.12 feet along the North line of the Northwest 1/4 of said section; thence South 00 degrees 06 minutes 49 seconds West 60.00 feet along the East line of the West 1/2 of the Northwest 1/4 of said section to the South right-of-way line of Cascade Road and the place of beginning of said excepted parcel; thence South 00 degrees 06 minutes 49 seconds West 599.82 feet along the East line of the West 1/2 of the Northwest 1/4 of said section; thence South 89 degrees 59 minutes 44 seconds West 581.74 feet along the South line of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of said section; thence North 00 degrees 06 minutes 49 seconds East 598.24 feet; thence North 89 degrees 50 minutes 25 seconds East 581.75 feet along the South right-of-way line of Cascade Road to the place of beginning of said excepted parcel.

**Parcel No. 41-20-28-100-016 (currently zoned AG-2)**

Land in the Township of Lowell, Kent County, MI, described as follows:

That part of the Northwest 1/4 of Section 28, Town 6 North, Range 9 West, Lowell Township, Kent County, Michigan, described as: Commencing at the Northwest corner of said Section; thence North 89 degrees 50 minutes 25 seconds East 1324.12 feet along the North line of the Northwest 1/4 of said Section; thence South 00 degrees 06 minutes 49 seconds West 60.00 feet along the East line of the West 1/2, Northwest 1/4 of said Section to the South right-of-way line of Cascade Road and the place of beginning of this description; thence South 00 degrees 06 minutes 49 seconds West 599.82 feet along the East line of the West 1/2, Northwest 1/4 of said Section; thence South 89 degrees 59 minutes 44 seconds West 581.74 feet along the South line of the North 1/2, Northwest 1/4, Northwest 1/4 of said Section; thence North 00 degrees 06 minutes 49 seconds East 598.24 feet; thence North 89 degrees 50 minutes 25 seconds East 581.75 feet along the South right of way line of Cascade Road to the place of beginning.

# Addendum to Microsoft Rezoning Application

Project Description and Conceptual  
Plans

## What is a datacenter?

Imagine a building packed with thousands of computer servers and data storage devices, all connected to the internet—that's a datacenter, working tirelessly to keep our lives connected and efficient.



# Datacenters enable innovation and productivity in a modern, digital world

Datacenters are an investment in critical digital infrastructure needed by all kinds of businesses, like banks, small businesses, local startups, hospitals, schools, first responders, and governments.

Cloud services delivered by datacenters generate thousands of technology jobs to build and support digital platforms, products, and services.

Datacenters enable AI, which opens the doors to new ways of exploring data, conducting research, and developing solutions to solve challenging problems.





# Datacenters are the infrastructure that delivers the Cloud

The cloud plays a **significant role in our everyday lives**, enabling remote work and learning, global collaboration, supporting discovery and innovation, and importantly, powering critical life and safety services.

Datacenters have become integral to our lives, from connecting with family and friends, to facilitating contactless payments and remote working, our modern lives are reliant on the functionality datacenters provide and demand is growing.

**Organizations in Michigan rely on the Microsoft Cloud**, including companies large and small, startups, governments, hospitals, banks, schools, and more.





# Who uses the Cloud

The Microsoft cloud serves over **1 billion** customers and over **20 million** companies worldwide.

Over **95% of Fortune 500** companies run Microsoft Azure.

Many of the Michigan's top companies and public sector agencies use the Microsoft Cloud to modernize and digitize their operations.

|                                |   |   |   |
|--------------------------------|---|---|---|
| Non-profit and IGO             |    |    |   |
| Defense and Intelligence       |    |    |   |
| Retail and Consumer Goods      |    |    |    |
| Telecommunications and Media   |    |    |   |
| Professional Business Services |  |  |   |
| Commercial Other Industries    |  |  |  |

Source: <https://customers.microsoft.com/>

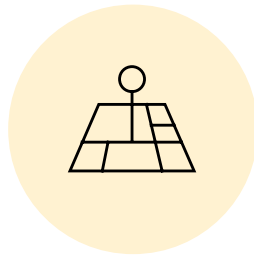
## We select datacenter locations based on a variety of factors



Customer demand



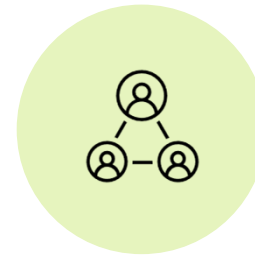
Network access



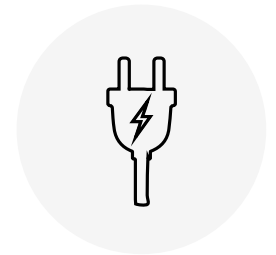
Suitable land



Community



Qualified personnel



Renewable energy

# Community-first commitments

Microsoft's 5-point plan to partner with local communities across the United States

1

**We'll pay our way to ensure our datacenters don't increase your electricity prices.**

- Pay utility rates that are high enough to cover our electricity costs
- Collaborate with utilities on plans to add the electricity we will need
- Innovate to make our datacenters more efficient
- Advocate for public policies needed for affordable, reliable, and sustainable power

2

**We'll minimize our water use and replenish more of your water than we use.**

- Reduce the amount of water our datacenters use
- Replenish more water than we use
- Provide greater local transparency
- Advocate for public policy that helps minimize water use

3

**We'll create jobs for your residents.**

- Invest in partnerships to train local construction workers
- Expand our Datacenter Academy program to train more individuals for ongoing operations roles
- Encourage local policymakers to support new job opportunities

4

**We'll add to the tax base that funds first responders, schools, parks, and libraries.**

- We won't ask municipalities to reduce their local property tax rates for datacenters
- We'll support policies to invest the added taxes we pay in the vital services the community cares about

5

**We'll strengthen your community by investing in local AI training and non-profits.**

- Partner with schools, community colleges, and universities to provide AI training
- Support adults with AI tools and skills through AI learning hubs in local libraries
- Support AI skills training for businesses
- Invest in local non-profits

# Prioritizing sustainability in our datacenters

## Energy

- We met our **2025 renewable energy goal** by purchasing enough renewable energy to match 100% of the electricity used across our datacenters, buildings, and campuses
- Growing **new** renewable energy generation capacity through Power Purchase Agreements (PPAs)
- Eliminating the use of diesel for backup power by 2030



## Water

- Designing datacenters to cool with outside air when possible **minimizing water use**
- Collecting rainwater for use where feasible

## Waste

- Diverting **90 percent** of datacenter operational waste by 2030
- Building Circular Centers to **reuse servers and hardware**

# Datacenter cooling

Datacenters are filled with thousands of powerful computers called servers, and when they run, they produce heat. To keep them working properly, the servers must stay at the right temperature, which requires cooling. At Microsoft, we cool our datacenters using as little water as possible. We use a mix of cooling approaches depending on where the datacenter is located. The most common types are described below as well as what is planned for our Michigan projects.

## Outside air cooling



In cooler climates like Sweden, we use outdoor air to cool servers year-round. This kind of cooling is like rolling down your car windows.

## Evaporative cooling



When temperatures stay below 85°F (29°C), we can cool our datacenters using outside air alone—no water needed.

In Wyoming, we only cool with water in our datacenter 37 days a year.

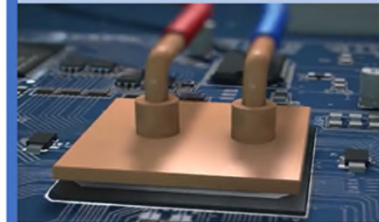
On these days, some of the water evaporates—**much like how sweat helps cool your body**—while the rest is returned to the local utility to be treated just like household wastewater

## Air-cooled chillers



Air cooled chillers rely only on air, similar to air conditioning in your home or car, with zero water use.

## Chip-level cooling



Our latest innovation circulates liquid directly to each chip in a closed loop—eliminating evaporation, supporting all three of the cooling methods, and meeting AI demands while saving water.

**These are the cooling types anticipated for this project in Michigan**

# Smarter cooling, less water

## AI-optimized cooling

In 2024, Microsoft launched a new datacenter design that uses zero water for cooling—saving over 125,000 cubic meters annually per site through chip-level cooling for AI workloads.

## Liquid cooling innovation

Direct-to-chip liquid cooling circulates water in a closed loop, eliminating evaporation and reducing water use across our newest datacenters.

## Efficiency gains

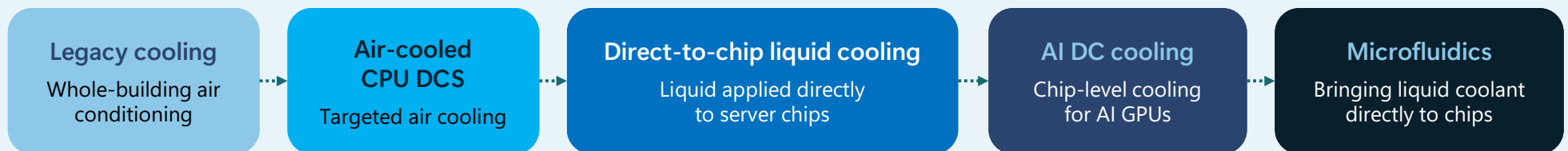
Since our baseline year of 2022, operational datacenters have achieved an 18% reduction in water intensity—progressing toward our 2030 target to reduce water use intensity by 40%.

## Water reuse systems

Rainwater harvesting and recycled water systems are operational in datacenters across the Netherlands, Sweden, Ireland, Texas, Washington, California, and Singapore, with more planned globally.



## Datacenter cooling evolution:

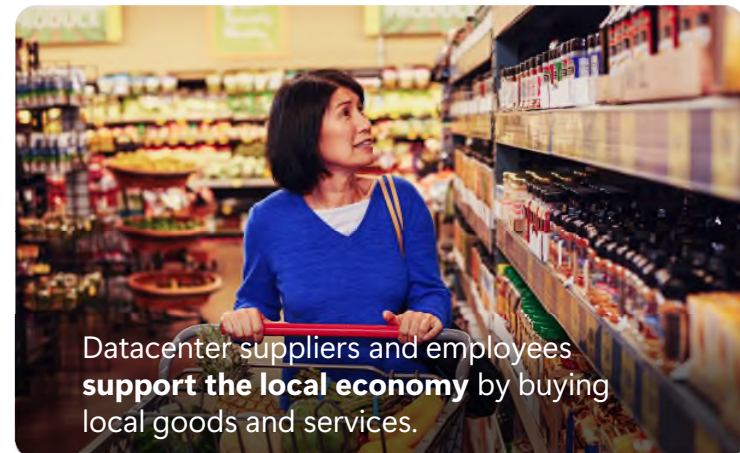
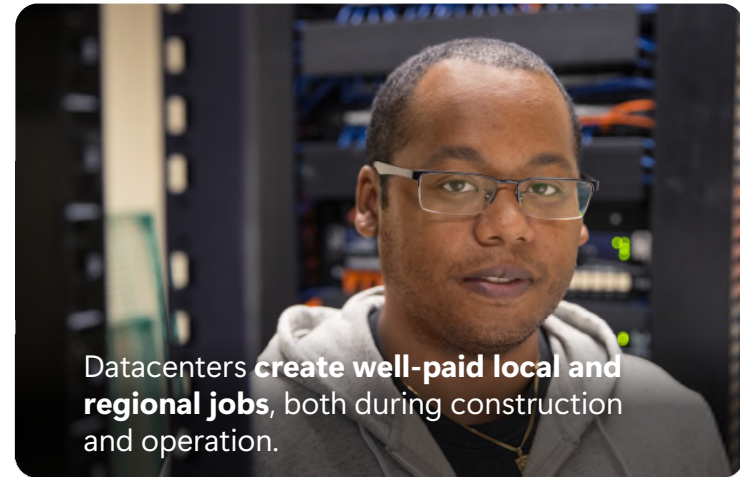


# Creating jobs and supporting local businesses

Datacenters make a significant and long-term impact on the local and regional economy.

Datacenters create well-paid local and regional jobs, both during construction and operation.

Datacenter suppliers and employees support the local economy by buying local goods and services.



# Datacenter jobs span two employment areas including construction and operations jobs

## Datacenter construction and hiring is led by our partners

- Electricians
- Plumbers and pipefitters
- Carpenters
- Structural iron and steel workers
- Concrete
- Earth movers

## Datacenter Operations

- Campus management
- People management
- Critical environment operations
- Learning and development
- IT Operations
- Mechanical engineers
- Electrical engineers
- Security contractors
- Building maintenance



**Microsoft datacenters create family-wage operations jobs and long-term construction jobs**

Cloud services help us stay connected, informed, productive, and power critical needs like hospitals, banking, and emergency services. As customer demand grows for cloud services, Microsoft is expanding our datacenter footprint, driving the need for skilled workers.

Microsoft datacenters represent a capital-intensive investment and long-term commitment to the community, bringing hundreds of highly skilled full-time and contractor jobs to build and operate our datacenters.

We want to hire local community members to help us build and operate our datacenters.

In several locations, Microsoft offers digital skills training and support in collaboration with local education partners to prepare community members for work in the IT sector, including datacenter jobs.

Historically, datacenter construction has continued for multiple years as Microsoft grows to meet customer demand.

Review the full list of job types on the next page and learn more about Microsoft roles at [careers.microsoft.com](https://careers.microsoft.com).

Visit [local.microsoft.com](https://local.microsoft.com) to see profiles of datacenter employees.

**Datacenter jobs span two employment areas including construction and operations**

**40+** types of jobs are required to build a datacenter

**27+** types of jobs are required to operate a datacenter on an ongoing basis

On average, Microsoft datacenters provide **300-400** jobs annually depending on the size of campus and type of construction activity.

**Build a Microsoft datacenter**

**Direct vendor field specialist jobs:**

- Roofers
- Asphalt crews
- Fencing erectors, gates, and barriers
- Carpenters
- Structural steel workers
- Concrete laborers
- Reinforcement steel fixers
- Surveyors and setting crews
- General labor
- Lift and shift crews
- Ground logistics crews
- Soft landscape and gardeners
- Security Guards
- Catering staff
- Cleaning staff
- Security system installers
- Electricians
- Plumbers and pipefitters
- Fiber crews
- Fit out specialist – ceilings, internal walls, and doors
- Audio visual installers
- Fire stopping specialist
- Painters and finishing crews
- Specialist jobs

**Year or directly contracted field specialist jobs:**

- IT Equipment Suppliers
- Equipment installers
- Engineers
- Electricians

**Operate a Microsoft datacenter**

**Security**

- Security Responder
- Security Operations Center Supervisor
- Administrative Officer
- Site Security Manager

**IT team**

- DC Project Manager
- Senior Support Technician
- DC Technician
- Senior DC Technician
- Shift IT Technician
- Senior Shift IT Technician

**Critical Environment team**

- CE Program Managers
- CE Field Service Engineers
- Mechanical Engineer
- Electrical Engineer
- Shift Technician
- Shift Lead
- Technical Supervisor
- Electrical/Mechanical

**Inventory & Asset Management**

- DC Inventory & Asset Technician
- DC Inventory & Asset Senior Technician
- DC Inventory & Asset Lead

**Learning and development**

- L&D Trainer
- L&D Team lead



Scan to learn more

**Datacenter-jobs-fact-sheet.pdf** →

Or visit [careers.microsoft.com](https://careers.microsoft.com)



# Investing in community programs and collaborations

Microsoft strives to be a good neighbor and to create a positive impact in the communities that are home to our datacenters.



We invest in people through **skill-building programs**



We partner with **environmental sustainability programs** in your region



We support **local projects** in response to community needs

# Staying connected through community engagement



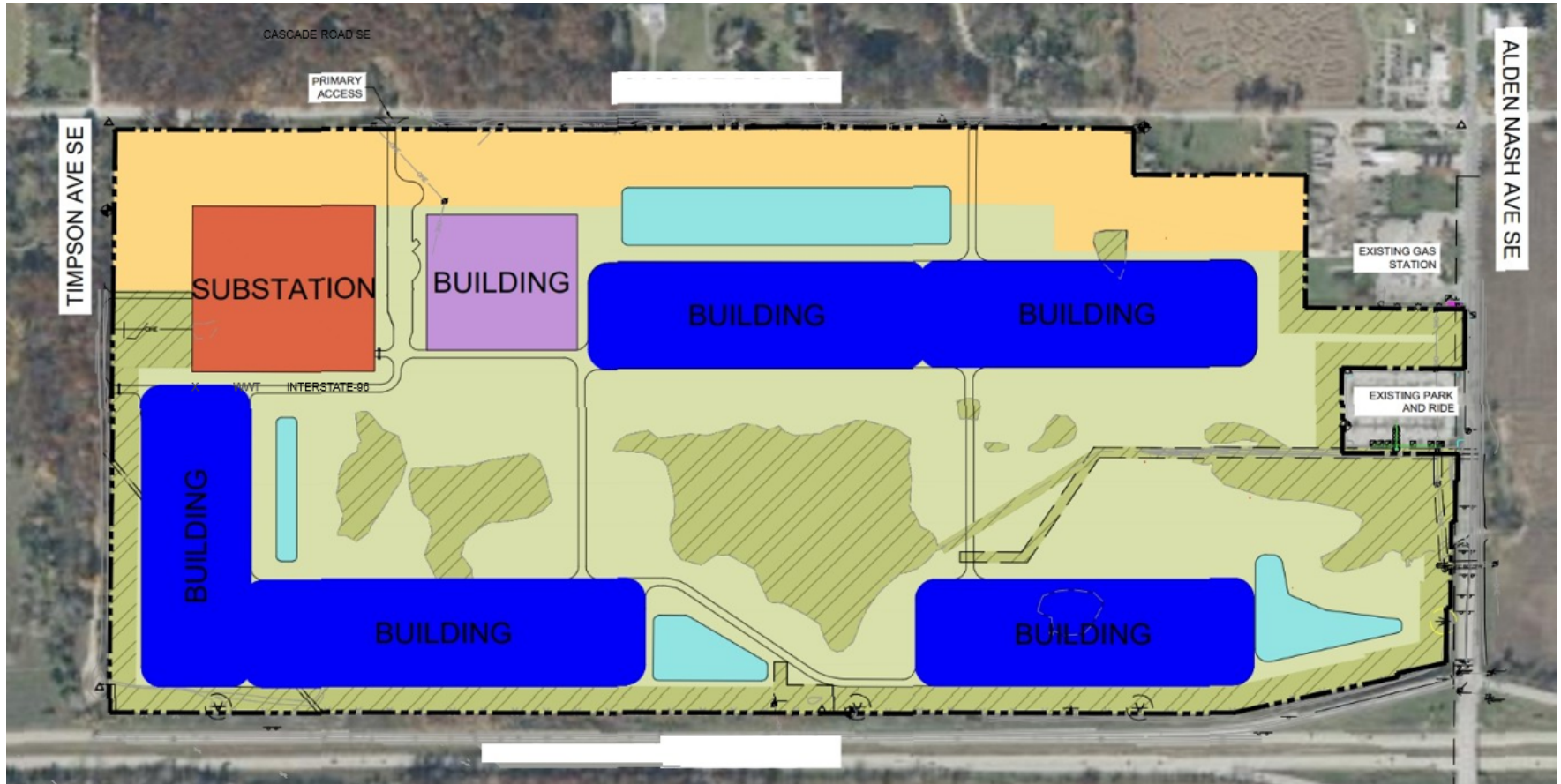
Our Michigan Community page keeps the local community **informed and involved** throughout the process, from design to completion of the datacenter facilities.

Visit: <https://local.microsoft.com/communities/americas/michigan>



We have had a dedicated **Community Affairs Manager for Michigan**. They partner with the community and listen to concerns to understand the local perspective.

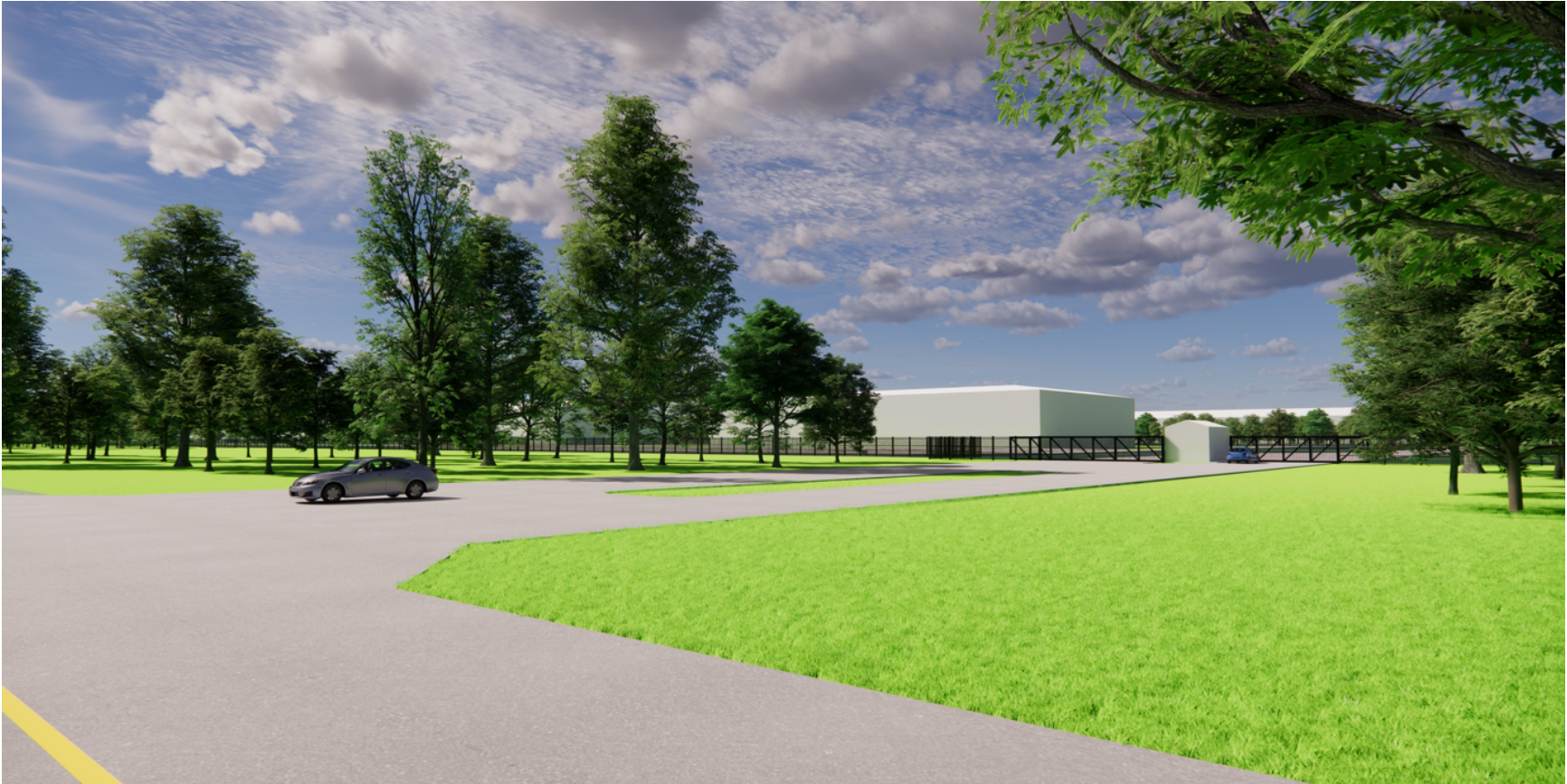
**Conceptual Plan  
(Not for Site Planning)**



**Conceptual Plan  
(Not for Site Planning)**



**Conceptual Plan  
(Not for Site Planning)**





# Datacenter Questions & Answers - Michigan

Jan. 2026

## Understanding datacenters

### **What is a datacenter and why do we need them?**

Datacenters provide the physical infrastructure for the technology we depend on at work and in our personal lives.

Whenever you open an app on your phone, join a virtual classroom or meeting, snap and save photos, or play a game with your friends online, you are using a datacenter.

Local businesses, government, first responders, and schools rely on datacenters every day to deliver goods and services to you.

### **What impact do datacenters have on the local economy?**

According to research provided by the US Chamber of Commerce, local datacenter infrastructure supports and stimulates the development of datacenter and construction jobs, improves local infrastructure via tax revenue, and bolsters other technology companies that support these projects. Similar benefits occur outside the US in global communities that host datacenters.

As an example, Microsoft has been part of the community in Mecklenburg County, Virginia for more than a decade. Microsoft's datacenters have provided high-paying jobs and tax revenue that supports local government services.

For fiscal year 2023, Microsoft datacenters' impact included average compensation 2.4x higher than others in the region and our operations accounted for 24 percent of local property tax revenue for the county. Microsoft also provides resources to help the local community through collaboration with nonprofit partners in Mecklenburg County, investing \$2.7 million between 2019 and 2023.

To learn more about our economic contributions, visit [aka.ms/SVAEconImpact](https://aka.ms/SVAEconImpact).

## Our community-first commitment

Microsoft is committed to being a good neighbor in the communities where we build, own, and operate datacenters.

Specifically, when Microsoft joins a community, you can expect that:

1. We'll pay our way to ensure our datacenters don't increase your electricity prices.
2. We'll minimize our water use and replenish more of your water than we use.
3. We'll create jobs for your residents.
4. We'll add to the tax base that funds first responders, schools, parks, and libraries.
5. We'll strengthen your community by investing locally in technology training and nonprofits.

While we're still in the early stages of the development process for the datacenter in your community, we look forward to listening, learning, and building a positive relationship.

**We are committed to being a good neighbor where we build and operate.**

For more information about Microsoft datacenters, visit [aka.ms/Michigan](https://aka.ms/Michigan).

For questions, contact us at [MichiganDC@microsoft.com](mailto:MichiganDC@microsoft.com) and 248-200-5145.

# Datacenters and sustainability

## What are Microsoft's commitments to sustainability?

- We are committed to being carbon negative by 2030 and by 2050 to remove from the atmosphere an equivalent amount of all the carbon dioxide our company has emitted either directly or by our electricity consumption since we were founded in 1975.
- By 2030, we will also replenish more water than we consume across our global operations, with a focus on water-stressed regions where we work.
- We will achieve 90% diversion of operational waste at owned datacenters and campuses, and 75% diversion for all construction and demolition projects, by 2030.
- Across our entire owned fleet of datacenters, we are committed to a 40 percent improvement in datacenter water-use intensity by 2030.
- Learn more in our 2025 Environmental Sustainability Report - [aka.ms/sustainabilityreport](https://aka.ms/sustainabilityreport)

## How much water is required to cool datacenters?

We design our datacenters to use as little water as possible. In many locations, datacenters can cool their systems using outside air for most of the year.

We're constantly advancing datacenter designs for efficiency. Advanced design can massively reduce water consumption and help mitigate environmental impact. As technology and design of datacenters advances, we are exploring new cooling technologies, like closed loop cooling, to reduce water consumption.

In January 2026, Microsoft announced that across our entire owned fleet of datacenters, we are committed as a company to a 40 percent improvement in datacenter water-use intensity by 2030.

The datacenter cooling method is determined during the design phase and incorporates factors like climate, water availability, and what type of datacenter is needed.

When we do use water for cooling, we work with local utilities to make sure that our water usage doesn't strain the community supply. That might mean investing in necessary infrastructure to

support datacenter cooling, such as water pipes or pressure systems. Microsoft pays for these upgrades.

We take responsibility for sourcing any water we use so our datacenters don't reduce the community's water supply or raise utility bills.

## Do you put additives/chemicals in the water, and how is water discharged from datacenter?

Datacenter cooling water is typically not treated with any chemicals or additives. When quality of the available water is not adequate for use in cooling systems, water treatment is pursued in the same way municipal drinking water is treated to remove excessive hardness or to prevent harmful bacterial growth.

Wastewater is typically discharged to the municipal sewer system in accordance with local environmental regulations.

In some datacenters, a propylene glycol (PG) solution is used within our closed-loop cooling systems. On rare occasions when PG must be removed, it is collected and hauled away for proper disposal in accordance with all applicable regulatory requirements.

## Do datacenters use carbon-free energy?

We work to match every kilowatt hour we consume that comes from a fossil fuel source one for one with carbon-free energy we put back onto the regional grid.

## Would the datacenter impact my energy rates?

Microsoft will pay our way to ensure our datacenters don't increase your electricity prices. We will do this by paying utility rates that are high enough to cover our electricity costs.

## What happens if technology advances? Would the building be decommissioned?

We anticipate any datacenter in our portfolio to run for decades. We are actively lengthening the lifespans of our datacenters to reduce environmental and resource impacts.

**We are committed to being a good neighbor where we build and operate.**

For more information about Microsoft datacenters, visit [aka.ms/Michigan](https://aka.ms/Michigan).

For questions, contact us at [MichiganDC@microsoft.com](mailto:MichiganDC@microsoft.com) and 248-200-5145.

# Communities & the environment

## **What do datacenter campuses look like?**

We design our datacenters with the environment and communities in mind. Each site has a unique design but typically datacenter buildings resemble windowless warehouses. Most often, we build several datacenter buildings per datacenter campus location. Microsoft uses a standard design template with fencing around the perimeter for security and safety purposes. Vegetative screening and landscaping are key design elements.

We are currently in the planning phase and do not yet have site-specific details to share. We will keep the community informed as the project advances.

## **Do datacenters create noise?**

Operational Microsoft datacenters typically have three sources for datacenter sound: Employee vehicles and occasional truck deliveries; emergency backup generators when they operate; and heating, ventilation, and air-conditioning equipment (HVAC).

Noise studies are performed during datacenter design and development phase to ensure compliance with the permissible noise levels as allowed by local law. The studies determine the levels of noise generated by the datacenter and noise abatement measures may be implemented to ensure compliance.

Noise mitigation measures can include building setbacks, use of quieter equipment, noise abatement treatments such as sound blankets, sound walls, and earth berms.

## **Why do datacenters have generators?**

Datacenters use fossil fuel generators for back-up power during the rare emergency. To run these generators, Microsoft complies with local, state, and federal environmental regulations.

Backup power use is very infrequent. These generators are intended for emergencies, not for primary power. They run periodically for testing and maintenance purposes, for much less than 24 hours per year.

## **Do datacenter campuses create a lot of traffic?**

Unlike distribution warehouses, datacenters do not have around the clock truck traffic coming and going but might receive occasional deliveries of

machinery, parts, office supplies, and other equipment.

With datacenters employing approximately 50 people per building, across a 24/7 period, the parking lot traffic is also minimal. Employees will arrive and depart the datacenter on staggered schedules, so there will not be traffic from large shift changes.

## **What kind of exterior lighting is used at datacenters?**

Microsoft datacenters include perimeter fencing and 24-hour exterior lighting to protect our employees and operations. At our datacenter properties, artificial exterior lighting is strategically placed both around the buildings, and in places such as parking lots, roadways, sidewalks, and perimeter fencing.

Lighting placement and fixtures are designed to LEED dark sky standards, taking into consideration human safety, visual comfort and building aesthetics and identification, while being respectful of the surroundings.

## **How many people will work at the datacenter?**

Microsoft datacenters represent a capital-intensive investment and long-term commitment to the community, bringing hundreds of highly skilled full-time and contractor jobs to build and operate our datacenters.

On average, Microsoft datacenters provide 300-400 jobs annually depending on the size of campus and type of construction activity.

Typically, when the first building is operational, we hire about 50 full-time employees and vendors. As we build out the subsequent buildings, additional staff is hired and generally we employ approximately 50 full time and vendors per building.

## **How does Microsoft invest in communities?**

Microsoft strives to be a good neighbor and to create a positive impact in the communities that host our datacenters. We contribute towards upgrading local infrastructure and our tax revenue funds civic services.

We invest in local programs that benefit people of all ages. We partner with nonprofits on workforce development and tech skill-building programs, environmental restoration, and supporting local projects and community needs.

## **We are committed to being a good neighbor where we build and operate.**

For more information about Microsoft datacenters, visit [aka.ms/Michigan](https://aka.ms/Michigan).

For questions, contact us at [MichiganDC@microsoft.com](mailto:MichiganDC@microsoft.com) and 248-200-5145.

# Addendum to Microsoft Rezoning Application

Response to Rezoning Evaluation  
Factors

## **Microsoft's Response to Rezoning Evaluation Factors**

Chapter 6 of the Lowell Charter Township Master Plan sets forth the rezoning evaluation factors. This statement addresses each factor for the conditionally rezoned parcels, identified as Parcel No. 41-20-28-200-032, Parcel No. 41-20-28-100-011, 41-20-28-100-015, and Parcel No. 41-20-28-100-016 (collectively, the “**Property**”).

As the Planning Commission knows, the zoning district only determines what uses may be authorized and what development standards will govern them. However, the conditions offered for the Property would ultimately limit use of this Property to a datacenter and apply more stringent standards than required of other uses in the LI, Light Industrial district, consistent with Microsoft's Community-First commitments. Because other uses of the Property would not be allowed, Microsoft's analysis of the rezoning standards is limited to its use of this Property as a datacenter.

### **BACKGROUND**

Microsoft requests that the Property be zoned to LI to unify the zoning for all the parcels used for the datacenter project under a single zoning district, which will support a consolidation of the parcels under one zoning classification and a cohesive development. The Master Plan proposes use of this Property for uses “such as light manufacturing, warehouses, and research and development.” Certain rezoning evaluation factors require an analysis of the current zoning classification, which are as follows:

I-PUD Industrial Planned Unit Development  
Parcel No. 41-20-28-200-032

AG-2 Rural Agricultural  
Parcel No. 41-20-28-200-011  
Parcel No. 41-20-28-200-015  
Parcel No. 41-20-28-200-016

### **ANALYSIS**

Given the circumstances discussed above and the development agreement terms that would apply to the Property after Microsoft acquires it, the following Master Plan rezoning evaluation factors support rezoning the Property.

#### **1. Does the request comply with the recommendation of the Master Plan?**

*I-PUD parcel*

The proposed industrial use complies with Master Plan's designation of the property as an I-96 Planning Area, where “[i]ndustrial would remain as the predominant use.” Rezoning the parcel to LI, Light Industrial will comply with the Master Plan's recommendation of uses “such as light manufacturing, warehouses, and research and development.”

*AG-2 parcels*

The Property would be consolidated with property currently zoned I-PUD, which the future land use plan identifies as an I-96 Planning Area for light industrial use. Its acquisition with other property is necessary for proper capacity planning to ensure adequate site reliability and disaster recovery across multiple related datacenter sites as further explained in the response to Criterion 9 below. The Master Plan anticipates use of this specific property as Rural Residential, but the Plan also recommends that “the Zoning Ordinance continue to be updated as necessary to address land use issues as they arise and to address changes in Michigan zoning laws.” This rezoning would further the Master Plan’s recommendation of using the property immediately to the east for light industrial development by unifying all the parcels needed for the datacenter project under a single zoning district to support their consolidation for a cohesive datacenter development.

**2. Are all of the uses allowed in the requested district appropriate for the proposed location?**

The only use permitted through this rezoning would be a datacenter. The impacts of this datacenter use will be equal to or less than the other uses normally allowed in the LI, Light Industrial district, such as light manufacturing, wholesale establishments, and processing of consumer perishables, all of which were also permitted under the I-PUD zoning. A datacenter would comply with all development standards for those uses, in addition to the more restrictive conditions offered with this application. The datacenter also involves less traffic compared to other light industrial uses, with minimal emissions, and indoor operations. It is well suited for this area given that the area is already zoned for these light industrial uses, is adjacent to the ambient noise of the freeway and undeveloped property and is shielded from most of the surrounding residential uses by natural topography and vegetation. The additional conditions and supplemental regulations Microsoft proposes, along with the already protective development standards in Lowell’s zoning ordinance for light industrial uses, will make this use compatible with the surrounding uses.

**3. Have any conditions changed in the area since the Plan was adopted which might justify this change?**

*I-PUD parcel*

The rezoning does not respond to a change in the area but to the land use promoted for this area in the Township’s future land use plan. The Property is currently zoned I-PUD, where light industrial uses are permitted subject to a final development plan. The Master Plan proposes use of this property as “I-96 Planning Area,” which promotes a light industrial use. The Property currently is not used in a manner consistent with its zoning or the Master Plan’s proposed use. It is vacant, has been put to an agricultural use, or is currently used as a residence. For the reasons given in response to Criterion 9 below, development as a PUD is not suitable for Microsoft’s use of the Property as a datacenter. Rezoning to LI, Light Industrial will permit the property to be used as a datacenter, consistent with the light industrial use contemplated in the Master Plan.

*AG-2 parcels*

The intent of the rezoning is to facilitate a use of adjacent property that is promoted in the Township’s future land use plan. The Property is currently zoned AG-2, which does not permit a

datacenter by right. The Master Plan proposes use of this property as Rural Residential. The Property would be consolidated with property currently zoned I-PUD, which is also proposed to be rezoned to LI, Light Industrial, and its acquisition with other property is necessary for proper capacity planning across multiple related datacenter sites, as explained in the response to Criterion 9 below.

**4. Can the proposed development be adequately served by public utilities and services, including roads?**

Yes. Given the minimal traffic to and from the site by mostly employees, the Property will be adequately served by Cascade Road and Alden Nash Avenue, and it is near the I-96 on and off ramps (at Alden Nash Avenue), which will minimize traffic in on Township roads. Negotiation of development agreements and Act 425 agreements is in progress with the Township and the City of Lowell to adequately serve the property with sewer and water for light industrial use. The daily need for sewer and water for this project would be no greater than for a typical light industrial use. The desire for sewer and water connections to accommodate industrial use was contemplated when the Master Plan recommended industrial use of the property. Further, the datacenter project for this Property will remain subject to the Site Plan Standards for Approval set forth in Section 21.06 of the Zoning Ordinance.

**5. Will there be any community impacts which should be considered, such as increased traffic, or others which might create a need for additional services or improvements?**

For the reasons given above, the community impacts associated with light industrial use were factored into the future land use planning for this property, which the Township has contemplated will be put to use as light industrial. The uses permitted by right in the light industrial district have low community impacts as compared to other industrial uses, which is why they are classified as “light industrial.” In addition, the Township’s noise, landscaping, off-street parking, lighting, and other standards are designed to minimize those impacts. The conditions offered with this application will further reduce the impacts of this datacenter below what is expected from other light industrial uses. There is no need for additional services or improvements created by use of the property for light industrial purposes, though an extension of municipal sewer and water to the site will facilitate the light industrial use contemplated in the Master Plan.

The community impacts of using the Property for a datacenter are positive in that they will make financial resources of the future owner available to the Township and City of Lowell for the extension of sewer and water and bring additional power to the area that could also serve future development along Cascade Road. That and other community impacts associated with light industrial use were factored into the future land use planning for the adjacent property, which promotes use of the Property for light industry.

**6. Are there any potential environmental considerations which will be contrary to the intent of the existing or proposed classification of land use?**

*I-PUD parcel*

There are no potential environmental considerations that will be contrary to the intent of the existing or proposed classification of land use.

Portions of the parcel are listed as being wetlands as identified on the National Wetland Inventory (“**NWI**”) and/or the Michigan Resource Inventory System (“**MIRIS**”) according to the Michigan Department of Environment, Great Lakes, and Energy (“**EGLE**”) Wetlands Map Viewer. Whether any jurisdictional wetlands are present on the parcel cannot be conclusively determined until an Approved Jurisdictional Determination is obtained through the EGLE Wetland Identification Program (“**WIP**”). It should be noted that the presence of a wetland, without more, is not an indication that the wetland is regulated. Nevertheless, impacts to wetlands on the property will be minimized to the greatest extent possible. Any use in a regulated wetland on this parcel would occur only after permitting by EGLE, which will ensure through mitigation that there is no net loss to wetland resources in the state.

The parcel is drained by the Easterby Drain, a county drain that runs west to east across much of the eastern half of the parcel. There appears to be a small pond of water on the western portion of the parcel. While the exact acreage of that pond has not been assessed, it appears to be less than the 5-acre threshold required to be regulated as an inland lake under Michigan law. Microsoft intends to submit for an Approved Jurisdictional Determination through the EGLE WIP.

There are no floodplains or floodways identified on the parcel according to Federal Emergency Management Agency flood maps.

#### *AG-2 parcels*

There are no potential environmental considerations that will be contrary to the intent of the existing or proposed classification of land use. According to the EGLE wetlands inventory, no portion of any of the three parcels contain recognized wetlands or hydric soils. Moreover, no portion of any of the three parcels is within a floodplain or floodway according to maps maintained by the Federal Emergency Management Agency. None of the three parcels contain any critical habitat listed by the U.S. Fish and Wildlife Service. There are no regulated inland lakes or streams identified on any of the parcels.

### **7. Will there be any adverse effects on adjacent properties as a result of the proposed land use change?**

#### *I-PUD parcel*

Changing the use from Industrial PUD to Light Industrial will not adversely affect the adjacent properties. The Property is already zoned for industrial use, and the light industrial use is already promoted in the Master Plan as a future use for the property or the property adjacent to it. The Township’s development standards for noise, landscaping, off-street parking, lighting, and screening are designed to minimize impacts. With the conditions to rezoning and supplemental regulations Microsoft proposes, impacts will be reduced even below what the Township standards currently allow.

#### *AG-2 parcels*

The parcels adjacent to the Property are zoned agricultural and used accordingly, similar to most of the other parcels surrounding the I-96 Planning Area. The ambient noise of the adjacent Interstate 96 makes this particular location especially well-suited for light industrial use.

**8. Will granting the rezoning request likely lead to significant changes contained in the Master Plan for the area where the rezoning is requested?**

As stated above, the future land use proposed for this area is I-96 Planning, which promotes light industrial use. This rezoning is not a significant change.

**9. Could this use be accommodated in some other location or in the proposed location by some other zoning measure such as a special land use or a planned unit development?**

Microsoft is not aware of any other properties for sale that are large enough, properly zoned, for sale, and well situated to accommodate the proposed datacenter use in Lowell Charter Township. The use cannot be accommodated with a PUD because the redundancy design necessary for site reliability and disaster recovery requires coordinating capacity planning across multiple datacenter sites in different jurisdictions. To use the property as proposed, the right to site plan the property for a datacenter and the development standards that would apply must be known prior to acquisition of the property, and there must remain full flexibility in the site layout within those standards after acquisition to be able to right-size this datacenter site with other sites which are still in the acquisition and rezoning process as well. The PUD process requires detailed planning prior to rezoning, a level of planning that cannot take place at this time due to the coordination required with other sites in other jurisdictions that are similarly still in the acquisition process. Locking in the specific layout of the datacenter site through final approval of a PUD development plan at this point would jeopardize the capacity planning across multiple sites.