

**STATE OF MICHIGAN
COURT OF CLAIMS**

**THE MACKINAC CENTER FOR PUBLIC
POLICY, a nonprofit Michigan Corporation**

Case No.: 23-_____ -MZ

Plaintiff,

v.

Hon. _____

**THE BOARD OF TRUSTEES
OF MICHIGAN STATE UNIVERSITY, a
state public body.**

Complaint

Defendant.

Patrick J. Wright (P54052)
Derk A. Wilcox (P66177)
Stephen A. Delie (P80209)
Mackinac Center for Public Policy
Attorneys for Plaintiff
140 West Main Street
Midland, MI 48640
(989) 631-0900 – voice
(989) 631-0964 – fax

PLAINTIFF'S COMPLAINT

There is no other pending or resolved civil action arising out of the same transaction or
occurrence alleged in the complaint.

NOW COMES Plaintiff, The Mackinac Center for Public Policy, and for its Complaint
alleges and states as follows:

INTRODUCTION

The plaintiff, Mackinac Center for Public Policy (the “Mackinac Center”) is a nonprofit
organization “dedicated to improving the quality of life for all Michigan residents by promoting

sound solutions to state and local policy questions.” To that end, the Mackinac Center routinely uses the Freedom of Information Act (“FOIA”) to obtain relevant documents from state and local governments.

On February 20, 2023, the Mackinac Center made a request to Michigan State University (“the University”), seeking agreements relating to land donated to the University by a Mr. David Morris. The University responded by producing records on February 28, 2023.

Upon review, it has become clear that the University’s response improperly relied upon the privacy exemption to redact information that almost certainly does not qualify for that exemption. Despite the Mackinac Center’s subsequent efforts to discuss this matter, no further response has occurred. This suit follows, as the redacted information is likely to shed light on an area of important public debate.

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff, the Mackinac Center for Public Policy (the “Mackinac Center”), is a Michigan nonprofit corporation headquartered in Midland County, Michigan.
2. Defendant, the Board of Trustees of Michigan State University (“the University”), is a public body corporate under Article VIII, §5 of the Constitution of the State of Michigan, with its principal campus located in East Lansing, Ingham County, Michigan.
3. Venue is proper pursuant to MCL 15.240(1)(b).
4. Pursuant to MCL 15.240(5), this action should be “assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.”
5. Pursuant to MCL 600.6419(1)(a), the Court of Claims has jurisdiction over this claim.

VIOLATIONS OF THE FREEDOM OF INFORMATION ACT

6. The Plaintiff hereby incorporates the preceding paragraphs as if fully restated herein.

7. On February 20, 2023, Mackinac Center employee Steve Delie submitted a FOIA request to the University for the following records:

“Pursuant to the Michigan Freedom of Information Act, MCL 15.231 *et seq.*, I respectfully request:

- Any contract, agreement, statement of intent, or pledge made to Michigan State University by David Morris in 2005. To assist in your search, we are seeking the agreement referenced by this article:
<https://philanthropynewsdigest.org/news/michigan-state-receives-7.5-million-bequest-pledge>.
- o If this agreement has been amended, please also provide a copy of any amendments.
- Please also provide any contract providing for the sale or transfer of any portion of the land donated by David Morris to any non-university entity between 2022 and 2023.”

Exhibit A, Mackinac Center FOIA Request.

8. On February 24, 2023, the University responded to the Mackinac Center’s FOIA request by partially granting and partially denying the Mackinac Center’s request. **Exhibit B, MSU Response.**

9. The University’s response listed three exemptions that had been applied to the records released to the Center. Specifically, the University relied on MCL 15.243(1)(a) to exempt “a home address and certain other personal information,” and MCL 12.243(1)(u),(y) to exempt University signatures. *Id.*

10. A significant portion of the information redacted by the University does not appear to fall within any of the aforementioned categories.

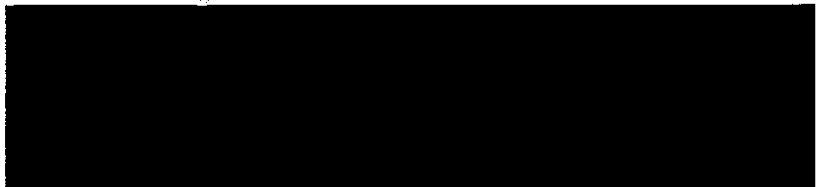
11. The University’s redactions exempt significant portions of various legal documents.

12. These exemptions applied by the University either do not contain information subject to redaction under the cited exemption, or redacted significantly more information than permitted by MCL 15.243.
13. Upon information and belief, the privacy exemption appears to have been the justification for various redactions applied to a document titled "Fifth Amendment of Trust."
14. Upon information and belief, the Fifth Amendment of Trust is an amendment to the David C. Morris Living Trust No. 1.
15. Upon information and belief, these amendments relate to the disposition of land and other assets pledged to the University.
16. Upon information and belief, additional redactions have been applied to amendments to the trust agreement between the University and the David C. Morris Living Trust No. 1.
17. The University's redactions have been applied more broadly than permitted by MCL 15.234(1)(a).
18. In fact, the University has redacted nearly all of the Fifth Amendment of Trust. As redacted, it is impossible to know how the Fifth Amendment of Trust was amended.
19. The following offers an example of the scope of the University's redactions:

III

I hereby delete, in its entirety, Paragraph 5.1 of said trust and all amendments, and in lieu thereof, substitute the following:

(1)



See Exhibit C, FOIA Response and Records.

20. MCL 15.231(2) states:

It is the public policy of this state that all persons, except those persons incarcerated in state or local correctional facilities, are entitled to fully and complete information regarding the affairs of government and the official acts of those who represent them as public officials and public employees, consistent with this act. The people shall be informed so that they may participate in the democratic process.

21. The University's response to the Mackinac Center's appeal is contrary to law, as it misapplies the cited FOIA exemptions.
22. The public body has the burden of proof in applying an exemption. MCL 15.235(5)(a)-(c); *MLive Media Group v City of Grand Rapids*, 321 Mich App 263, 271 (2017).
23. The FOIA is a pro-disclosure statute, and as a result, "exemptions to disclosure are to be narrowly construed." *Swickard v Wayne County Medical Examiner*, 438 Mich 536, 544 (1991).
24. MCL 15.243(1)(a) (The privacy exemption) states:
 - (1) A public body may exempt from disclosure as a public record under the Act any of the following:
 - a. Information of a personal nature if public disclosure of the information would constitute a clearly unwarranted invasion of an individual's privacy.
25. The University bears the burden of demonstrating that its application of the privacy exemption is appropriate. *Herald Co v City of Bay City*, 463 Mich 111, 119 (2000).
26. When applying the privacy exemption, the courts apply a two-prong test. The first prong is whether the information sought contains "private or confidential information relating to a person" or "intimate or embarrassing" details about an individual's personal life. *ESPN Inc v Michigan State University*, 311 Mich App 662, 665 (2015) citing *Mich Federation of Teachers v Univ of Mich*, 481 Mich 657, 675 (2008). The second prong is, if the information is found to be personal under prong one, whether disclosure of that information would be a clearly unwarranted invasion of individual privacy. *ESPN, Inc*,

- 311 Mich App at 669 (citation omitted). In evaluating the second prong, the court balances the public's interest in disclosure against the individual's interest in privacy. *Id.*
27. In order to overcome this public-interest balancing test, the public's interest in non-disclosure must "clearly outweigh" the public's interest in disclosure.
 28. The information the Mackinac Center requested did not seek any information that could be considered private, let alone a clearly unwarranted invasion of privacy.
 29. The University's redactions relate solely to legal amendments to a trust.
 30. To the extent these redactions relate to non-party David Morris, little if any privacy interest can attach.
 31. Upon information and belief, David Morris is deceased.
 32. Deceased individuals have little, if any, privacy rights for purposes of the privacy exemption in Michigan. *Swickard v Wayne County Medical Examiner*, 438 Mich 536, 548 (1991) (holding that common-law privacy rights concerns are "virtually non-existent" in the context of autopsy results requested by FOIA).
 33. The University cannot demonstrate that the public's interest in non-disclosure clearly outweighs the public's interest in disclosure. The sale of the Morris property, and whether that sale is legally permissible, has already been the subject of a number of news articles and is a matter of high public interest.¹

¹ See, e.g., <https://www.michiganfarmnews.com/ag-giant-dave-morris-farmland-up-for-grabs-msu-trying-to-sell-sources-say>; <https://www.michiganfarmnews.com/the-university-responds-sale-of-morris-farmland-to-benefit-generations-of-michigan-growers>.

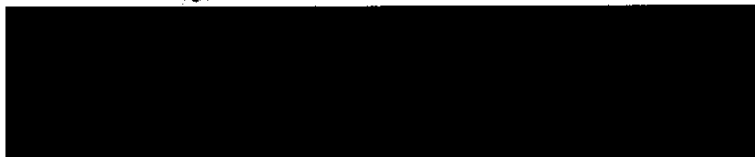
34. If the University intends to sell the Morris property as a portion of a publicly-subsidized economic development, the public is entitled to verify whether it has the legal authority to do so.
35. To the extent that any of the redacted portions of the records contain both exempt and non-exempt information, the University has an obligation to separate those categories of information and produce the non-exempt information. MCL 15.244.
36. If the separation of exempt and non-exempt information is readily apparent to the requestor, “the public body shall generally describe the material exempted unless that description would reveal the contents of the exempt information and thus defeat the purpose of the exemption.” MCL 15.244(2).
37. The University did not separate non-exempt information from exempt information.
38. It strains credulity to claim that the following redactions represent only home addresses, certain personal details, and University signatures, let alone that they contain only that information without any accompanying non-exempt information:

Balance of Page Left Intentionally Blank

III

I hereby delete, in its entirety, Paragraph 5.1 of said trust and all amendments, and in lieu thereof, substitute the following:

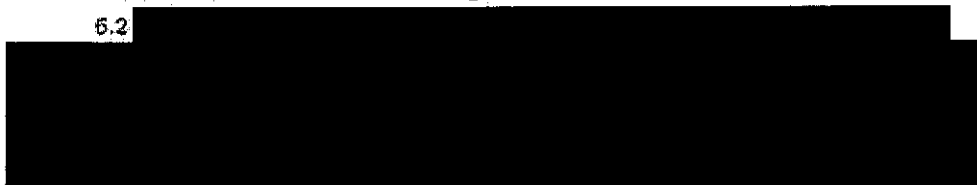
(1)



IV

I hereby delete, in its entirety, Paragraph 5.2 of said trust and all amendments, and in lieu thereof, substitute the following:

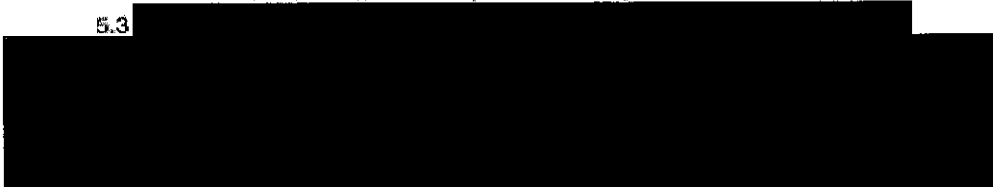
5.2



V

I hereby delete, in its entirety, Paragraph 5.3 of said trust and all amendments, and in lieu thereof, substitute the following:

5.3



- 3 -

Exhibit C.

39. It is the University's burden to state the justifications for a FOIA denial with specificity.

MCL 15.235(5)(a)-(c); *Peterson v Charter Township of Shelby*, 2018 WL 2024578 (Mich Ct App).

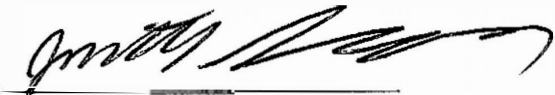
40. By failing to adequately describe the information being redacted, failing to separate exempt and non-exempt information, and applying redactions in an overly-broad manner, the University has violated FOIA.

RELIEF REQUESTED

Plaintiff, Mackinac Center for Public Policy, respectfully requests that this Court order Defendant, Michigan State University, to provide all documents sought in the FOIA request; apply the full penalties available under MCL 15.234(9), MCL 15.240(7), and MCL 15.240b; award attorneys' fees and costs; and award any other relief this Court determines to be just and equitable to remedy the University's delays in providing the requested information and causing the need to bring this suit.

I declare that the statements above are true to the best of my information, knowledge, and belief.

Dated: July 10, 2023


Jarrett Skorup
Director of Marketing and Communications
Mackinac Center for Public Policy

Subscribed and sworn to by Jarrett Skorup before me on the 10 day of July, 2023.

STEPHEN DELIE
Notary Public, State of Michigan
County of Ingham
My Commission Expires 07-29-2025
Acting in the County of Midland

Exhibit A

Delie, Steve

From: Delie, Steve
Sent: Monday, February 20, 2023 8:48 AM
To: foia@msu.edu
Subject: FOIA Request

Dear FOIA Coordinator,

Pursuant to the Michigan Freedom of Information Act, MCL 15.231 *et seq.*, I respectfully request:

- Any contract, agreement, statement of intent, or pledge made to Michigan State University by David Morris in 2005. To assist in your search, we are seeking the agreement referenced by this article:
<https://philanthropynewsdigest.org/news/michigan-state-receives-7.5-million-bequest-pledge>.
 - o If this agreement has been amended, please also provide a copy of any amendments.
- Please also provide any contract providing for the sale or transfer of any portion of the land donated by David Morris to any non-university entity between 2022 and 2023.

Sincerely,

Steve Delie
Director of Transparency and Open Government
The Mackinac Center for Public Policy
140 West Main Street
Midland, MI 48640

Exhibit B

MICHIGAN STATE
UNIVERSITY

DATE: February 28, 2023

TO: Steve Delie
Director of Transparency and Open Government
The Mackinac Center for Public Policy
delie@mackinac.org

FROM: Rebecca Nelson, Director and Freedom of Information Act (FOIA) Officer
Michigan State University FOIA Office *Rebecca Nelson*

SUBJECT: FOIA Response

This is written in response to the FOIA request that you emailed to this Office on February 20, 2023.

Records responsive to your request accompany this letter. A home address and certain other personal information have been redacted under Section 13(1)(a) of the Michigan Freedom of Information Act (MIFOIA), which provides for the withholding of "Information of a personal nature if public disclosure of the information would constitute a clearly unwarranted invasion of an individual's privacy." University signatures have been redacted under Sections 13(1)(u) and (y), which allow for the withholding of information related to the ongoing security of a public body. No fee will be assessed for this processing of your request.



**FREEDOM OF
INFORMATION ACT
OFFICE**

**Michigan State
University**

408 West Circle Drive
Room 1 Olds Hall
East Lansing, MI 48824
517-353-3929
Fax: 517-353-1794
foia@msu.edu
<http://foia.msu.edu>

The MIFOIA provides that when a public body denies all or a portion of a request, the requester may do one of the following: (1) submit an appeal of the determination to the head of the public body; or (2) commence a civil action in the court of claims to compel the public body's disclosure of the records. If you wish to seek judicial review of any denial, you must do so within 180 days of the date of this letter. If the court of claims orders disclosure of all or a portion of the public record(s) to which you have been denied access, you may receive attorneys' fees and, in certain circumstances, damages under the MIFOIA. Should you choose to file an appeal with the University regarding this response to your request, you must submit a written communication to this Office expressly stating that it is an "appeal" of this response. In your appeal, please state what records you believe should have been disclosed to you. You must also state the reasons you believe any denial of your MIFOIA request should be reversed. This Office will arrange for the processing and review of your appeal. Pursuant to Section 4(4) of the MIFOIA, the University's procedures and guidelines for processing MIFOIA requests can be found at <http://foia.msu.edu>.

Attachments
MSUF011923

MEMORANDUM OF UNDERSTANDING

BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY AND CLARK RETIREMENT COMMUNITY

The Board of Trustees of Michigan State University (MSU) and the Clark Retirement Community (CRC) enter into this Memorandum of Understanding (MOU) to evidence their agreements with respect to a potential testamentary gift from Mr. David Morris to MSU and CRC.

Mr. Morris plans to provide in his estate plan for the transfer to MSU of the real property described on Exhibit A to this MOU (Property), presently consisting of approximately 1,800 acres of tillable land and nine rental houses. The testamentary transfer to MSU will effectuate MSU's contractual obligation, under this MOU, to manage the Property and to divide the proceeds of rentals and sales between MSU and CRC in accordance with this MOU. Currently, the Property's tillable acreage is leased to one individual and the rental houses are separately leased to various individuals. Mr. Morris plans to lease the tillable acreage to the current tenant (Crop Lease) for a term of 25 years, unless earlier terminated by the tenant as allowed by the Crop Lease.

Therefore, MSU and CRC agree as follows:

1. Effective upon the transfer of the Property to MSU (Transfer), MSU will manage the leasing and sales of the Property and act as landlord under the Crop Lease, if then in effect, and any residential leases then in effect. MSU will pay expenses as it deems necessary for the Property and the leases, such as taxes, utilities, maintenance costs, and management fees up to 5% of the lease income.
2. Within a commercially reasonable time after the expiration or earlier termination of the Crop Lease or any residential lease, MSU will sell the Property, in whole or in parcels, at its discretion. Any rental house may be sold when the related lease expires, but only if the house sale will not negatively affect the Crop Lease. MSU may retain a portion of the Property by paying to CRC its share of the fair market value of the parcel retained, in accordance with paragraph 3 below. The fair market value shall be as agreed upon by CRC and MSU, or, if they are unable to agree, shall be deemed to be the average of three independent real property appraisals, one obtained by each party at its own expense and one obtained from an appraiser selected jointly by the two appraisers used by the parties, the expense of which shall be shared equally by the parties.
3. After deduction of the expenses of management and operation, MSU shall divide all proceeds from Mr. Morris's gift of the Property, from rentals, sales (including MSU's retention of any portion of the Property), or otherwise, 55% to MSU and 45% to CRC, to be used as directed by Mr. Morris in separate gift and/or estate distribution documents.
4. On or before the first day of each calendar quarter, starting on the first day of the calendar quarter following the Transfer, MSU will pay to CRC its share of net proceeds for the preceding calendar quarter. Along with the payment, MSU will provide

CRC with an income and expense statement for the Property for the preceding calendar quarter.

5. This MOU shall become effective on the date it has been duly signed on behalf of both parties. The obligations and rights of the parties shall be conditioned on the Transfer occurring as planned by Mr. Morris. After sale or retention by MSU of all of the Property, and distribution to CRC of its share of the proceeds due to it under this MOU, this MOU shall expire.

6. This MOU contains the entire agreement of the parties with respect to its subject matter, and supersedes any prior or contemporaneous written or oral promises, representations, or understandings.

**BOARD OF TRUSTEES OF
MICHIGAN STATE UNIVERSITY**

By: 

Title: Vice President for Finance
& Operations & Treasurer

Date: June 10, 2005

CLARK RETIREMENT COMMUNITY

By: 

Title: Pres., Clark Retirement

Date: June 10, 2005

Acknowledgment by Donor:


David Morris

Date: 6-10-05

A: Eaton County

That part of the Northwest fractional $\frac{1}{4}$ of Section 6, T4N, R3W, Delta Township, Eaton County, Michigan, described as follows: commencing at the Northwest corner of said Section 6, thence East to a point 80 rods West of the North $\frac{1}{4}$ post of said Section 6, thence South to a point 45 feet North of the center line of the right of way of Pere Marquette Railroad Company; thence South 63° West parallel with said center line, to the West line of said Section 6, thence North to the place of beginning; EXCEPT therefrom the West 12 rods in width of the North 20 rods in width thereof; ALSO EXCEPT the East 200 feet of the West 615 feet of the North 346.5 feet thereof.

B: Eaton County

That part of the Northwest fractional $\frac{1}{4}$ of Section 6, T4N, R3W, Delta Township, Eaton County, Michigan, described as follows: beginning at a point 660 feet West of the North $\frac{1}{4}$ post of Section 6 thence South to a point 45 feet, North of the Center line of the right a way of Pere Marquette Railroad Co.; thence South 63° West parallel with said center line to a point which is South of a point 1320 feet West of the North $\frac{1}{4}$ post on the North Section line of Section 6, thence North to the point 1320 feet West of the North $\frac{1}{4}$ post on the North Section line; thence East 660 feet to point of beginning.

C: Eaton County

That part of the South fractional $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 2, T4N, R4W, described as follows: Commencing on the East line of said Section 2, at a point 353 feet North of the East $\frac{1}{4}$ post of said Section 2, thence North 239.1 feet; thence West 730 feet; thence North 412.4 feet; thence East 430 feet; thence North 216 feet; thence East 300 feet; thence North 66 feet; thence West 300 feet; thence North 212 feet; thence West to the East line of the right of way of the Pere Marquette Railway Company; thence Southeast along said right of way to a point 353 North of the East West $\frac{1}{4}$ line of said Section 2, thence East to the point of beginning.

AND

North $\frac{1}{2}$ of Northwest $\frac{1}{4}$ of Section 2, T4N, R4W, lying East of the Pere Marquette (Presently called C & O) Railroad, Township of Oneida, Eaton County, Michigan

D: Eaton County

The North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 2, in Township 4, North of Range 4 West, EXCEPTING that portion lying East of Pere Marquette Railroad; also EXCEPTING a parcel in the Northwest Corner 18 rods North and South $26 \frac{2}{3}$ rods East and West; also Excepting land described in Liber 182 of Deeds, Page 84; also EXCEPTING the rights of Consumers Power Company

E: Eaton County

The North fractional $\frac{1}{2}$ of the Northeast fractional $\frac{1}{4}$ of Section 1, T4N, R4W, EXCEPT the West 40 acres thereof; and also EXCEPT a parcel commencing at a point on the North Section line 1080 feet West of the Northeast Corner of Section 1 to a point of beginning, thence West along North Section line 165 feet, thence South at 90 degrees right angles to Section line 264 feet; thence East parallel with Section line 165 feet; thence North at 90 degree right angles to section line 264 feet to place of beginning.

AND

That part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 1, T4N, R4W, lying Northwesterly of the Chesapeake and Ohio Railroad Right of Way.

F: Clinton County

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 35, T5N, R4W, EXCEPT the South 66 feet.

G: Clinton County

The Northeast $\frac{1}{4}$ of Section 35, T5N, R4W, Eagle Township, Clinton County, Michigan.

H: Clinton County

East $\frac{1}{2}$ of Northeast $\frac{1}{4}$, Section 34, T5N, R4W, Eagle Township, Clinton County, Michigan, Except North 20 acres thereof lying Westerly of Pere Marquette Railroad. Also Except North 3.57 acres thereof lying Easterly of Pere Marquette Railroad.

ALSO EXCEPTING: that part of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 34, T5N, R4W, Eagle Township, Clinton County, Michigan, described as: beginning at the East $\frac{1}{4}$ corner of Section 34, thence South 89 degrees 56'21" West, 391.51 feet along the East-West $\frac{1}{4}$ line of Section 34; thence North 00 degrees 00'22" East 270.54 feet parallel with the East line of Section 34; thence North 89 degrees 56'21" East 391.51 feet parallel with

East-West $\frac{1}{4}$ line of Section 34 to the East line of Section 34; thence South 00 degrees 00'22" West, 270.54 feet along the East line of Section 34, to the point of beginning. Subject to the right of way for Tallman Road over the Easterly 33 feet thereof and any other easements or restrictions of use or record.

I: Clinton County

The South 335.0 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 36, T5N, R4W, Eagle Township, Clinton County, Michigan; EXCEPT a parcel of land beginning in the Southeast corner of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said section, thence West 820.0 feet, thence North 330.0 feet; thence East 150.0 feet; thence North 5.0 feet; thence East 670.0 feet; thence South 335.0 feet to the point of beginning.

AND

A parcel of land located in the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 36, T5N, R4W, Eagle Township, Clinton County, Michigan; beginning at a point which is 335.0 feet North of the Southwest corner of the above-described parcel and thence East 990.0 feet; thence North 1253.0 feet; thence West 990.0 feet; thence South 1253.0 feet to the point of beginning. Both parcels subject to easements and restriction of record.

J: Clinton County

The West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 27, T5N, R4W, Eagle Township, Clinton County, Michigan.

K: Clinton County

East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, and the South 20 rods in width off of the Northwest $\frac{1}{4}$ all in Section 25; also the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 26, all in T5N, R4W, Township of Eagle, Clinton County, Michigan and Also the South 65 acres of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 25, T5N, R4W, Clinton County, Michigan.

L: Clinton County

Beginning on the Section Line between Section 26 and 27, at a point 165 feet North of the Southwest Corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, T5N, R4W, Eagle Township, Clinton County, Michigan; thence North along said Section Line 375 feet; thence East 1320 feet thence South 375 feet thence; West 1320 feet to the point of beginning, being a

parcel of land containing 11.385 acres, more or less; subject to easements and restrictions of record.

M: Clinton County

The West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 26, T5N, R4W, Eagle Township, Clinton County, Michigan.

ALSO

The Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, T5N, R4W, Eagle Township, Clinton County, Michigan, EXCEPT 233 feet North and South by 233 feet East and West in the Northwest corner thereof.

N: Clinton County

The South $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 26, T5N, R4W, Eagle Township, Clinton County, Michigan and the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 26. Subject to restrictions and easements of record.

O: Clinton County

Commencing at a point on the North-South $\frac{1}{4}$ line of Section 26, T5N, R4W, Eagle Township Clinton County, Michigan, 666 feet North of Center of said Section 26, thence North to the North Section line of Section 26, East to the Center of Landen-Brogen Drain, Southeasterly in the center of drain to a point 666 feet north of East-West $\frac{1}{4}$ line, thence West to point of beginning.

ALSO

That portion of the Southeast $\frac{1}{4}$ of Section 23, T5N, R4W, Eagle Township, Clinton County, Michigan, lying South of Grand River Highway.

P: Clinton County

Southwest $\frac{1}{4}$ of Southwest $\frac{1}{4}$, of Section 25, T5N, R4W, Subject to easements and restrictions of record. Eagle Township, Clinton County, Michigan.

Q: Clinton County

This portion of the East $\frac{1}{2}$ of East $\frac{1}{2}$, Section 25, T5N, R4W, Clinton County, Michigan, lying South of Grand River Turnpike (Now US-96 Business Route, also formerly know as M-16 and US-16) EXCEPTING therefrom a parcel of approximately 1 acre in the Northwest corner, Subject to easements and restrictions of record.

R: Clinton County

The West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 23, T5N, R4W, lying between US-16 and I-96 EXCEPT; Commencing at a point in the center of US-16, 472 feet Southeast from the intersection of centerline and the West line of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, thence Southeasterly along centerline of US-16, 198 feet, thence Northeasterly 220 feet, thence Northwesterly 198 feet, thence Southwesterly 220 feet to the point of beginning. ALSO EXCEPT commencing at the Southwest corner of Section 23, T5N, R4W, thence North on the West line of Said Section 23 to the center of Grand River Avenue, old Highway US-16, thence South 73 degrees 36'00" East 670 feet on the center of Grand River Avenue to the point of beginning. Thence North 16 degrees 24'00" East 275 feet, thence South 73 degrees 36'00" East 325 feet thence South 16 degrees 24'00" West 275 feet, thence North 73 degrees 36'00" West 325 feet, on the center of Grand River Avenue to the point of beginning. ALSO that part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of section 23, T5N, R4W, lying south of I-96, Eagle Township, Clinton County, Michigan, ALSO the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 22, T5N, R4W, lying between US-16 and I-96, EXCEPT 165 feet East and West by 264 feet North and South in the Southwest corner thereof, Eagle Township, Clinton County, Michigan.

S: Clinton County

East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the South 20 rods in width off the Northwest $\frac{1}{4}$ all on section 25, also the East $\frac{1}{2}$ of East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 26, all in T5N, R4W, Township of Eagle, Clinton County, Michigan; and also the South 65 acres of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 25, T5N, R4W, Clinton County, Michigan.

T: Clinton County

Parcel A: the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southwest fractional $\frac{1}{4}$ Section 30, T5N, R3W, Watertown Township, Clinton County, Michigan, said parcel being described as follows; beginning at the center of said section 30, thence South 00 degrees 10'15" East, 2653.63 feet along the North-South $\frac{1}{4}$ line of said section to the South $\frac{1}{4}$ corner of said section 30, thence North 89 degrees 07'35" West 660.66 feet along the South line of said section, thence North 00 degrees 07'02" West 2647.65 feet along the West line of the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southwest fractional $\frac{1}{4}$ of said section 30.

Thence South 89 degrees 38'35" East 658.11 feet along the East-West $\frac{1}{4}$ line of said section to the point of beginning.

Parcel B: that part of the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ and the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of section 30, T5N, R3W, Watertown Township, Clinton County, Michigan, Described as follows; beginning at the center of said section 30 thence North 00 degrees 27'04" West 334.92 feet to the center line of Grand River road thence South 77 degrees 02'49" East 97.66 feet along said road centerline. Thence South 00 degrees 27'04" East 323.83 feet thence North 89 degrees 32'56" East 84.79 feet thence South 00 degrees 07'50" East 1162.81 feet thence North 89 degrees 52'10" East 478.50 feet thence South 00 degrees 07'50" East 1476.93 feet along the East line of the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said section 30, thence South 89 degrees 34'42" West 656.50 feet along the South line of said section to the South $\frac{1}{4}$ corner of said section thence North 00 degrees 10'15" West 2653.63 feet along the North-South $\frac{1}{4}$ line of Said section to the point of beginning.

U: Clinton County

The West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 30, T5N, R3W, Watertown Township, Clinton County Michigan; AND ALSO that part of the Northwest $\frac{1}{4}$ of Section 30 T5N, R3W, lying South of Grand River Avenue, Watertown Township, Clinton County, Michigan, described as; beginning on the East-West $\frac{1}{4}$ line of said Section 30 at a point 1174.89 feet North 87 degrees 52'55" West of the center of Section 30, T5N, R3W, thence continuing North 87 degrees, 52'55" West 142.01 feet on the East -West $\frac{1}{4}$ line to the West line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; thence North 01 degrees 25'26" East 631.09 feet on the West line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ to the center of Grand River Avenue; thence South 75 degrees 15'00" East 147.01 feet on the center of Grand River Avenue, thence South 01 degrees 32'02" West 598.93 feet to the point of beginning. Subject to easements and restrictions of record.

V: Clinton County

All that part of the East $\frac{1}{2}$ of the South East $\frac{1}{4}$ of Section 27, T5N, R4W, lying East of the Chesapeake and Ohio Railroad, containing 60 acres more or less. Eagle Township, Clinton County, Michigan.

W: Clinton County

The North 50 acres of the West ½ of the East ½ of Section 25, T5N, R4W, lying South of Grand River Road. Eagle Township, Clinton County, Michigan.

X: Clinton County

Beginning at the East ¼ post of Section 26, T5N, R4W, Eagle Township, Clinton County, Michigan, running thence West 915 feet along the East-West ¼ line of said Section 26, thence North 1271 feet along a fence; thence Southeasterly 968 feet along a fence to the East section line of said Section 26, thence South 1050 feet along the East Section line to the point of beginning. Eagle Township, Clinton County, Michigan.

1: Clinton County

Parcel 1, Beginning at the West ¼ post of Section 25, T5N, R4W, Eagle Township, Clinton County, Michigan, thence North along the West Section line of said Section 25 1505 feet to the point of beginning, thence North 165 feet, thence East 293 feet, thence South 165 feet, thence West 293 feet to the point of beginning.

Parcel 2: The Northwest ¼ of the Northwest ¼ of Section 25, T5N, R4W, Eagle Township, Clinton County, Michigan lying South of Old US-16, beginning 1340 feet North of the West ¼ post of said section 25, thence East 300 feet, thence North 420 feet, thence West 300 feet, thence South 420 feet to point of beginning, EXCEPT commencing 1505 feet North of the West ¼ corner, thence East 293 feet, thence North 165 feet, thence West 293 feet, thence South 165 feet to beginning.

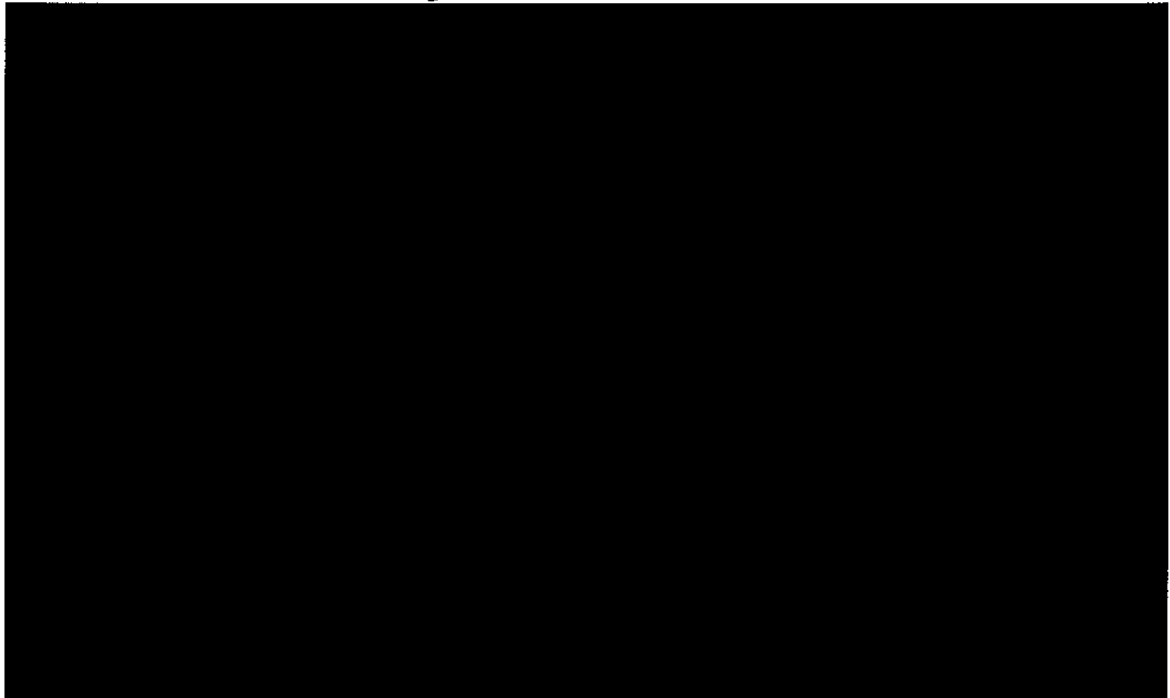
FIFTH AMENDMENT OF TRUST

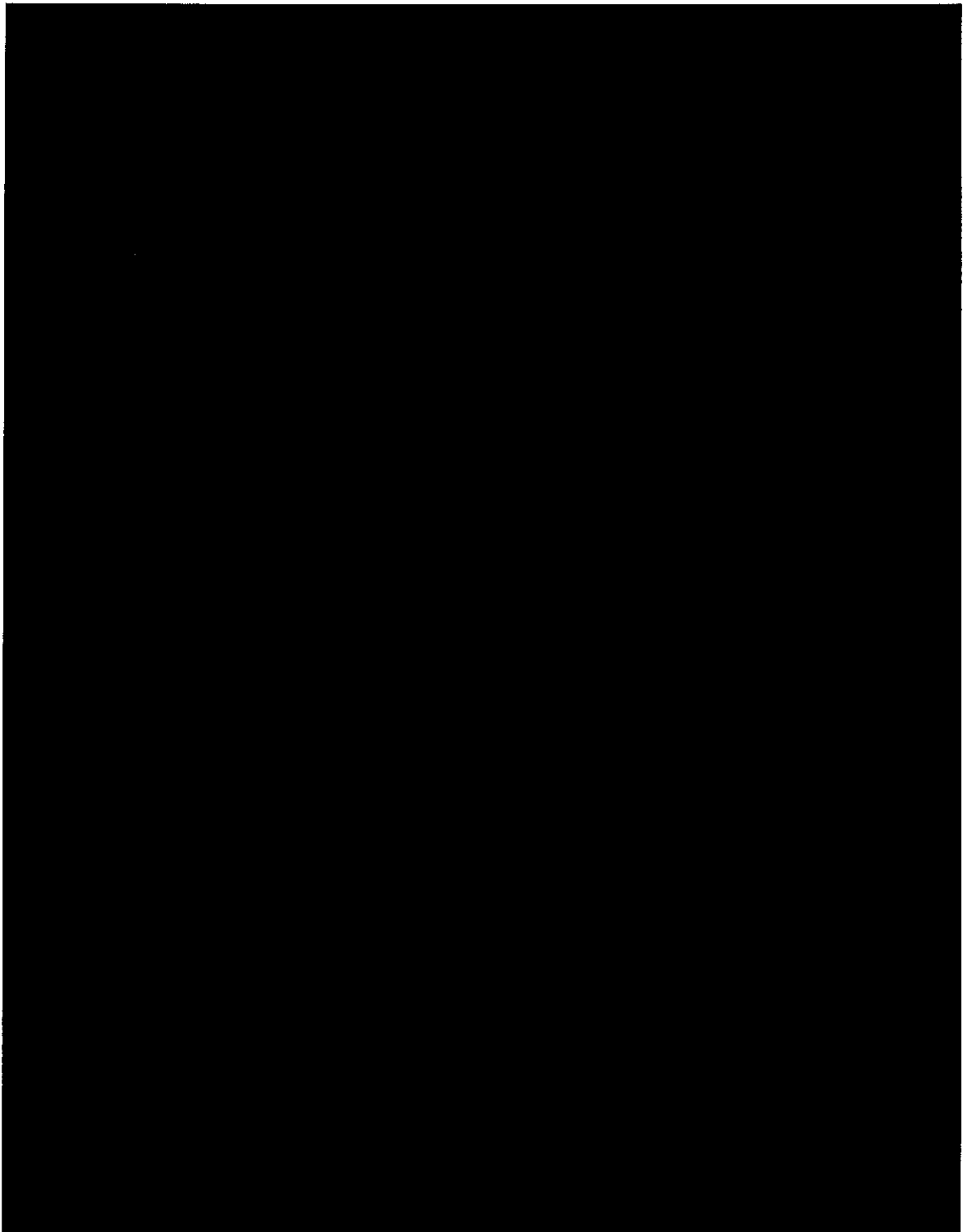
I, DAVID C. MORRIS, Grantor and Trustee of the DAVID C. MORRIS LIVING TRUST NO. 1 dated January 31, 1990, said trust being amended December 11th, 1991; October 26th, 1999; April 13th, 2000; and September 10th, 2002, do hereby, in accordance with the power reserved under Paragraph 1.1 of said trust, amend said trust as follows:

I

I hereby delete, in its entirety, Paragraph 4.4 of said trust and all amendments, and in lieu thereof, substitute the following:

4.4





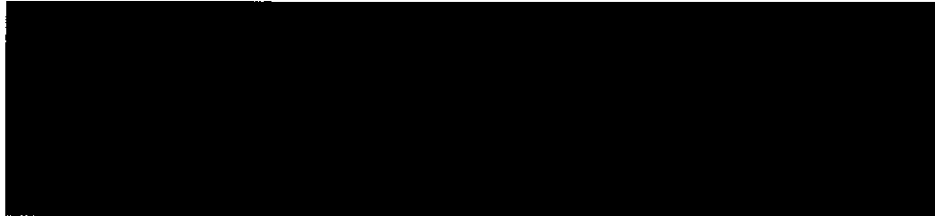
II

I hereby delete, in its entirety, Paragraph 4.5 of said trust and all amendments.

III

I hereby delete, in its entirety, Paragraph 5.1 of said trust and all amendments, and in lieu thereof, substitute the following:

(1)



IV

I hereby delete, in its entirety, Paragraph 5.2 of said trust and all amendments, and in lieu thereof, substitute the following:

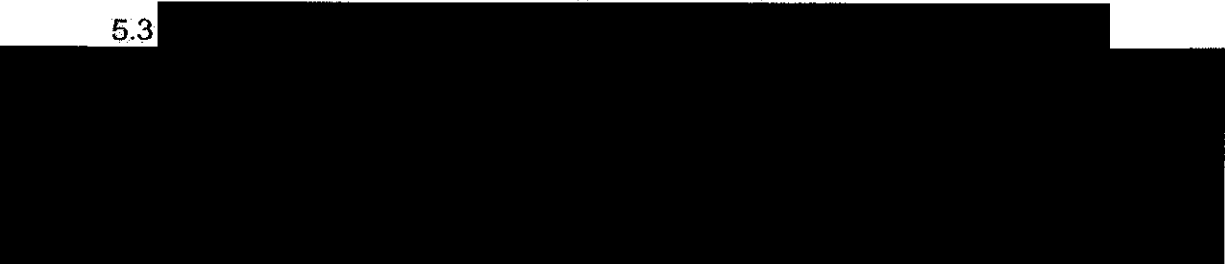
5.2



V

I hereby delete, in its entirety, Paragraph 5.3 of said trust and all amendments, and in lieu thereof, substitute the following:

5.3

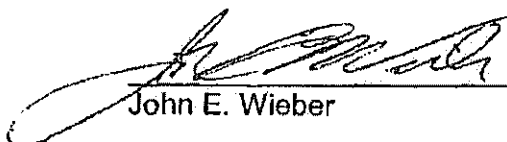


VI

In all other respects, I hereby ratify and confirm my said Trust Agreement dated January 31, 1990, as amended.

IN WITNESS WHEREOF, I have hereby set my hand and seal this 13th day of June, 2005.

IN THE PRESENCE OF:



John E. Wieber




DAVID C. MORRIS



Anna Marie Allen

STATE OF MICHIGAN)
) SS
COUNTY OF CLINTON)

On this 13th day of June, 2005, before me, a Notary Public, within and for said County, personally appeared DAVID C. MORRIS, to me known to be the person described in and who executed this foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.



Anna Marie Allen, Notary Public
Clinton County, Michigan
My Commission Expires: 7/14/2011

OPTION AGREEMENT

This option agreement (the "Agreement") is entered into as of _____, 2022, between the Board of Trustees of Michigan State University, a Michigan constitutional body corporate, of Hannah Administration Building, 426 Auditorium Road, Room 450, East Lansing, Michigan 48824 ("Seller"), and PG&W LLC, a Michigan limited liability company, of 124 W. Allegan St., Ste. 700, Lansing, MI 48933 ("Buyer"), on the terms and conditions set forth below.

1. **Grant of the Option.** In consideration of Fifty Thousand and 00/100 Dollars (\$50,000.00), ("Option Fee") paid by Buyer to Seller, receipt of which Seller acknowledges, Seller grants Buyer an exclusive option to purchase the real property described on the attached Exhibit A, with all easements, rights, appurtenances and all existing encumbrances, including rights of tenants and licensees (the "Premises"). The option shall remain in effect for one (1) year from the effective date of this Agreement, as defined below. Buyer shall not exercise its option for less than the entirety of the Premises without the written consent of Seller.
2. **Option Renewal.** Buyer shall have the option to renew the option for one (1) additional term of one (1) year by giving Seller written notice of exercising the renewal and paying an additional sum of Twenty Five Thousand and 00/100 Dollars (\$25,000.00), ("Extension Fee") for the one (1) year extension.
3. **Purchase Price.** The purchase price for the Premises under this option shall be Twenty One Thousand Five Hundred and 00/100 Dollars (\$21,500.00) per acre. The Option Fee and Extension Fee (if any) used as consideration for this Agreement shall be credited against the purchase price for the Premises at the closing if Buyer exercises the Option.

The purchase price shall be paid in full at the closing with certified funds.
4. **Exercise of the Option.** Buyer may exercise the option by giving written notice to Seller at its address stated above. The notice must be sent by certified mail before this option expires.
5. **Assignment.** Neither Buyer nor Seller may assign this option without the prior written consent of the other party.
6. **Failure to Exercise the Option.** If Buyer fails to properly exercise the option before this Agreement expires, the option shall terminate, and Seller may retain the Option Fee and Extension Fee, if any, and shall have no further obligation to Buyer.
7. **Seller's Conditions Precedent to Closing.** Buyer acknowledges that the sale of the Premises has not yet been approved by the Board of Trustees of Michigan State University. Until the Board has formally approved the sale of the Premises, Seller shall not be obligated to close the transaction and no action taken by Seller shall create such an obligation, including Seller's receipt of Buyer's option exercise notice, Seller's actions in proceeding to establish a Fair Market Value or Seller's participation in any other due diligence. In the event that the Board does not approve the sale of the Premises following Buyer's exercise of its option, this Agreement shall terminate and any amounts paid by Buyer to Seller for the grant of the option shall be repaid by Seller to Buyer.

8. **Closing.** This sale shall be closed within sixty (60) days after all the closing documents are prepared and all conditions are satisfied, but no later than one hundred eighty (180) days after Seller receives the notice that Buyer is exercising the option. Possession shall be delivered to Buyer at closing, subject to rights of existing tenants.
9. **Due Diligence.** Upon seven (7) days' prior notice to Seller, Buyer may at any time during the term of this option, as it may be extended, conduct property due diligence including, but not limited to:
 - a. Inspections of the site, take soil borings, conduct environmental reviews, or other inspections or studies, on prior notice to Seller. Buyer shall restore the Premises to the condition it was in before any inspection by Buyer or, if restoration is not possible, pay an amount based on the value of loss. Buyer's access to the Premises prior to closing is subject to approval by the then current crop tenant.
 - b. At Buyer's expense, Seller shall provide Buyer with an American Land Title Association owner's title insurance policy at the closing that shows that Seller has good and marketable title to the Premises subject to easements and restrictions of record and rights of tenants and licensees of the Premises, whether of record or not. Buyer shall pay the escrow fee charged by the Title Company in connection with the transaction.
 - c. Buyer, in its sole discretion and at its cost, may obtain a survey of the Premises, with a level of detail as Buyer may require in its sole discretion. If the survey determines the acreage as described in Exhibit A is more or less than as stated herein, the parties agree to amend Exhibit A as may be necessary.
 - d. Other studies and investigations necessary to ascertain the suitability of the property for development.

Buyer shall give notice that all Due Diligence items have been satisfactorily completed or notice of any deficiencies within 10 days of the 90-day Due Diligence period ending. Seller shall have 15 days to rectify any deficiencies.

10. **Crop Compensation.** A large portion of the Premises is currently leased to a farming tenant. Buyer is solely responsible for any crop loss or damage on the Premises resulting from its activities, and any costs associated with the early termination of crop leases caused by Buyer's exercise of the option. Buyer acknowledges that Seller is not terminating any existing leases.
11. **Buyers Right to Pursue Entitlements.** Buyer shall have the right to pursue entitlements including, but not limited to, rezoning, variances, permitting, site plan approval, during the Option Period, subject to prior review and written approval of Seller. If written documentation is necessary, confirming this right, Seller agrees to provide to Buyer.
12. **The Closing and Preparations for the Closing.** If Buyer exercises the option, the following obligations shall be performed before or at the closing:

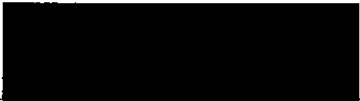
- a. Buyer shall prepare the necessary conveyance documents to transfer title to Buyer and forward them to Seller for Seller's review at least 10 days before the scheduled date of the closing.
 - b. The closing shall be held at Buyer's offices as stated in this Agreement unless the parties mutually agree on some other location.
 - c. At Buyer's expense, Seller shall provide Buyer with an American Land Title Association owner's title insurance policy at the closing that shows that Seller has good and marketable title to the Premises subject to easements and restrictions of record. Buyer shall pay the escrow fee charged by the Title Company in connection with the transaction
 - d. Buyer, in its sole discretion and at its cost, may obtain a boundary and improvements survey of the Premises, showing no encroachments of the Premises' boundaries.
 - e. All real estate taxes owing on the Premises shall be prorated between Buyer and Seller according to the calendar year method, under the assumption that taxes are collected in arrears, to cover the calendar year in which they become due and payable. Buyer shall pay the cost of recording the deed and any transfer (state & county), excise or documentary stamp taxes. For any outstanding assessments on the Premises that are paid in annual installments, the annual installment for the year in which the closing is held will be prorated between the parties, and all successive installments will be paid by Buyer.
 - f. Buyer shall be responsible for the payment of any P.A. 116 credits or liens on the Premises at Closing.
 - g. Buyer shall pay all other closing costs.
13. **Confidentiality.** Buyer and Seller agree that the price of the Option, the price of the Premises, and all documents related to the closing and transfer of the Premises (Information) shall be confidential. Seller agrees not to disclose received Information to any third party and not to use such Information in any way other than in connection with the transfer of the Premises for a period of five (5) years from the date of closing. Seller agrees to promptly return to Buyer, on demand, any Information, other than the closing documents, furnished under this agreement that is either received in or reduced to material form. Seller can disclose the Purchase Price and the Information to Seller's attorney (if applicable), as necessary for tax preparation purposes and as may be required by law, court order or other legal process.
14. **Memorandum of Option.** Seller and Buyer shall sign and Buyer shall record at its expense a Memorandum of Option.
15. **Binding Effect.** This Agreement shall bind and benefit the parties' successors and assigns.

16. **Construction and Venue.** This Agreement shall be governed by Michigan law. Any disputes under this Agreement shall be brought in Clinton County, Michigan.
17. **Personal Property.** Seller shall retain any personal property it owns ("Personal Property") on the Premises.
18. **Remedies.** In the event Buyer breaches any term or provision of this Agreement and fails to cure such breach within thirty (30) days after written notice of the breach from Seller, and regardless of whether the breach occurs before or after Buyer notifies Seller of the exercise of the option, the Seller shall be entitled to terminate this agreement by giving written notice of termination and to retain all option consideration paid by Buyer and all earnest money paid by Buyer to Title Company or Seller's agent.
19. **Entire Agreement.** This Agreement contains the entire agreement of the parties regarding the transaction described in this Agreement, and this Agreement may not be amended or released, in whole or in part, except by a document signed by both parties.
20. **Exhibits.** The following exhibits are attached to and a part of this Agreement:
 - a. Exhibit A – Legal description of the Premises
 - b. Exhibit B – Memorandum of Option
21. **Time of the Essence.** Time is of the essence in the performance of this Agreement.
22. **Real Estate Commissions.** Seller and Buyer represent to each other that no broker or finder has been engaged by Seller or Buyer in connection with any of the transactions contemplated by this Agreement, and each shall indemnify the other from and against any claims that a brokerage commission is owed by the indemnitor arising out of or related to this Agreement.
23. **Severability.** If any provision of this Agreement conflicts with any statute or rule of any law in the state of Michigan or is otherwise unenforceable for any reason, that provision shall be deemed severable from the rest of this Agreement or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of this Agreement.
24. **Indemnification.** Buyer agrees to indemnify, defend and hold Seller, its trustees, officers, employees, and agents harmless from any and all claims, damages, penalties, fines, costs or losses (including those of an environmental nature, and reasonable fees for attorneys, consultants and experts) that arise (i) directly or indirectly from the activities of Buyer, its agents, employees and contractors on or related to the Premises after the date of Closing, and (ii) from the presence or suspected presence, release or suspected release, of any petroleum substance, hazardous substance or hazardous waste materials regulated under any applicable Federal, State or local laws in or on the Premises, migrating from the Premises, or transported from the Premises, that is related directly or indirectly to the activities of Buyer, its agents, employees, and contractors after the date of Closing. This provision shall survive after the date of Closing.

25. **Effective Date.** This Agreement shall be effective when all the parties listed below have signed it.

**SELLER:
BOARD OF TRUSTEES OF
MICHIGAN STATE UNIVERSITY**

Dated _____, 2022


By: 
Its: Melissa Woo, PhD
Executive Vice President for Administration
& Chief Information Officer

BUYER:

BUYER:

Dated Aug 24, 2022

PG&W LLC, a Michigan limited liability company

By: 
Its: James F. Anderton, V
Authorized Agent

Prepared by:

James F. Anderton, V, Esq.
Loomis, Ewert, Parsley, Davis & Gotting, P.C.
124 W. Allegan St., Ste. 700
Lansing, MI 48933

Exhibit A

LEGAL DESCRIPTION

(add legal description(s))

<i>Option Agreement Reference #</i>	<i>Reference # on Morris Parcel Map</i>	<i>PARCEL #</i>	<i>Approximate Acreage</i>	<i>Address</i>
1	9	070-026-100-070-00	42.9	V/L W Grand River Hwy
2	10	070-026-100-040-00	25	V/L S Wright Rd
3	11	070-026-100-015-00	34.3	V/L W Grand River Hwy
4	12	070-025-400-005-00	65	V/L S Wright Rd
5	13	070-025-300-010-00	40	V/L S Wright Rd
6	14	070-025-300-005-00	120	15699 S Wright Rd
7	15	070-025-200-025-00	89.3	V/L S Wright Rd
8	16	070-025-200-020-02	1.1	15361 S Wright Rd
9	17	070-025-200-020-01	2	15361 S Wright Rd
10	18	070-025-100-030-00	104.3	V/L W Grand River Hwy
11	19	070-025-100-020-00	50	V/L W Grand River Hwy
12	20	070-023-400-025-00	1.2	V/L W Grand River Hwy
13	23	070-026-400-035-00	40	V/L W Slate Rd
14	24	070-026-400-030-00	20	V/L S Niles Rd
15	25	070-026-400-010-52	37.7	15677 S Niles Rd
16	26	070-026-400-005-00	40	15640 S Wright Rd
17	27	070-026-300-005-50	40	V/L S Niles Rd
18	28	070-034-100-010-52	29.4	V/L S Tallman Rd
19	29	070-035-100-005-00	160	16240 & 16320 S Wright Rd
20	30	070-035-400-010-00	76	16940 S Wright Rd
		<i>20 Parcels</i>	<i>1,018.2</i>	

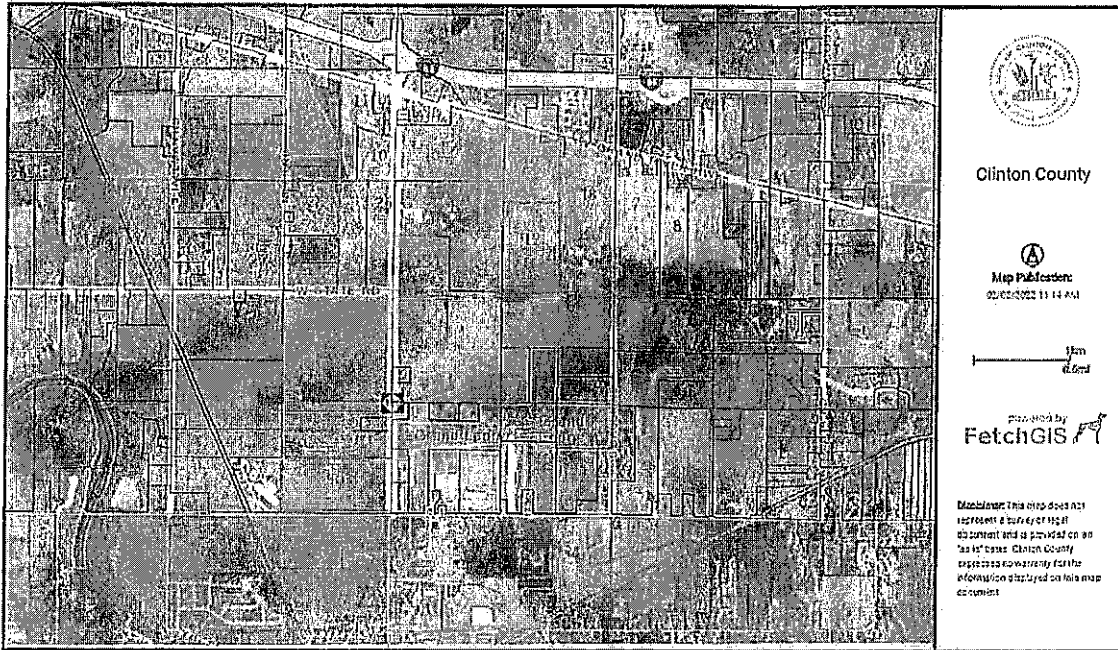


Exhibit B – MEMORANDUM OF OPTION

(See next page)

MEMORANDUM OF OPTION

THIS MEMORANDUM OF OPTION ("Memorandum") is entered into as of _____, 2022, between the Board of Trustees of Michigan State University, a Michigan constitutional body corporate, of Hannah Administration Building, 426 Auditorium Road, Room 450, East Lansing, Michigan 48824 ("Grantor"), and PG&W LLC, a Michigan limited liability company, of 124 W. Allegan St., Ste. 700, Lansing, MI 48933 ("Grantee").

Grantor is the owner of that certain real property located in Clinton County, State of Michigan, more particularly described in the attached Exhibit A (the "Premises"). Pursuant to that certain Option Agreement dated _____, 2022 (the "Agreement"), Grantee holds an option to purchase all of the Premises on the terms therein stated (the "Option"). The term of the Option commenced on _____, 2022, and shall expire 12 months thereafter. Grantor and Grantee have executed and recorded this Memorandum to provide record notice of the existence of the Option. This Memorandum of Option may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first written above.

SELLER:

Board of Trustees of Michigan State University

By: 

Melissa Woo, Phd

Its: Executive Vice President for Administration
& Chief Information Officer

BUYER:

PG&W LLC

By: 

James F. Anderton, V

Its: Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

Acknowledged before me in _____ County, Michigan, on August ____, 2022, by _____, as _____, of Board of Trustees of Michigan State University.

Notary Public

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

Acknowledged before me in Ingham County, Michigan, on August 24, 2022 by James F. Anderton, V, as Authorized Agent of PG&W LLC, a Michigan limited liability company, on behalf of the company.



Notary Public, Ingham County, State of Michigan
Acting in Ingham County, Michigan
My Commission Expires: _____

MARTHA L. SUTTERER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires February 8, 2028
Acting in the County of Ingham

Prepared by:
James F. Anderton, V, Esq.
Loomis, Ewert, Parsley, Davis & Gotting, P.C.
124 W. Allegan St., Ste. 700
Lansing, MI 48933

Exhibit A

LEGAL DESCRIPTION

July 10, 2023

Clerk of the Court of Claims
Hall of Justice
925 W. Ottawa St.
Lansing, MI 48909

RE: Written Claim per MCL 600.6431 against the Board of Trustees of Michigan State University.

Dear Clerk:

This verified letter is to fulfill the requirements of MCL 600.6431(1) as a written notice against the Board of Trustees of Michigan State University by the Mackinac Center, by and through its employee, Jarrett Skorup. The nature of the claim is for the wrongful denial of a Freedom of Information Act ("FOIA") request which was filed by the Mackinac Center on February 20, 2023.


The Mackinac Center seeks complete fulfillment of this request, along with penalties, attorney fees, and other costs.

Sincerely,

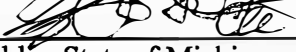
Jarrett Skorup

I declare that the statements above are true to the best of my information, knowledge, and belief.

Dated: July 10, 2023


Jarrett Skorup

Subscribed and sworn to by Jarrett Skorup before me on the 10th day of July, 2023.

Signature 
Notary Public, State of Michigan
County of Ingham
My Commission Expires 07-29-2025
Acting in the County of Midland

STEPHEN DELIE
Notary Public, State of Michigan
County of Ingham
My Commission Expires 07-29-2025
Acting in the County of Midland