

STATE OF MICHIGAN  
CIRCUIT COURT FOR THE 55TH JUDICIAL CIRCUIT  
GLADWIN COUNTY

MICHIGAN DEPARTMENT OF ENVIRONMENTAL  
QUALITY,

Plaintiff,

Case No. 2016-8538-CE

v

Hon. Thomas R. Evans

BOYCE HYDRO, LLC, a Michigan limited liability  
company; BOYCE HYDRO POWER, LLC, a  
Michigan limited liability company; BOYCE  
MICHIGAN, LLC, a Michigan limited liability  
company; EDENVILLE HYDRO PROPERTY, LLC, a  
Michigan limited liability company; and LEE W.  
MUELLER,

Defendants.

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**CONSENT JUDGMENT**

At a session of said court held in the county of Gladwin, Michigan,  
on the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Present: HON. THOMAS R. EVANS  
Circuit Court Judge

The Parties agree that settlement of this action is in the public interest and stipulate to the entry of this Consent Judgment as the most appropriate means of resolving the allegations raised by Plaintiff in the Complaint filed with the court. As evidenced by the signatures below, the Parties agree to, and shall be bound by, the terms and findings in this Consent Judgment.

This Consent Judgment requires the completion of remedial activities and payment of certain enforcement costs, civil and stipulated charges by Defendants pursuant to five separate statutory parts of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.101 *et seq.*:

- (1) Permits, MCL 324.1301 *et seq.* (Part 13);
- (2) Water Resources Protection, MCL 324.3101 *et seq.* (Part 31);
- (3) Soil Erosion and Sedimentation Control, MCL 324.9101 *et seq.* (Part 91);
- (4) Inland Lakes and Streams, MCL 324.30101 *et seq.* (Part 301); and
- (5) Wetlands Protection, MCL 324.30301 *et seq.* (Part 303);

and the rules and regulations promulgated under each statute.

NOW, THEREFORE, pursuant to the consent of the Parties and the findings of this Court, it is hereby ORDERED, ADJUDGED AND DECREED:

#### **I. JURISDICTION AND VENUE**

- 1.1 This Court has jurisdiction over the subject matter of this action and over the parties pursuant to Part 31 at 324.3115(1); Part 91 at MCL 324.9113(1); Part 301 at MCL 324.30112(1); Part 303 at MCL 324.30316(1); and pursuant to MCL 600.605. Defendants conduct business within the State of Michigan. This Court thereby has personal jurisdiction over the Defendants.
- 1.2 Venue is appropriate pursuant to Part 31 at 324.3115(1); Part 91 at MCL 324.9113(1); Part 301 at MCL 324.30112(1); Part 303 at MCL 324.30316(1); and pursuant to MCL 600.605.

- 1.3 The court determines that the terms and conditions of this Consent Judgment are reasonable, adequately resolve the environmental issues raised in the Complaint, and properly protect the interests of the people of the State of Michigan.
- 1.4 This Court retains jurisdiction over the Parties and subject matter of this action in order to enforce this Consent Judgment and to resolve disputes arising under it, including disputes over the construction, execution, or implementation of this Consent Judgment.

## **II. PARTIES BOUND**

- 2.1 Plaintiff, Michigan Department of Environmental Quality (MDEQ), was a principal department within the Executive Branch of the State of Michigan. It is now known as the Department of Environment, Great Lakes, and Energy (MDEQ-EGLE or EGLE). EGLE is the state agency mandated to conduct enforcement and accomplish compliance with the NREPA to provide for the protection of the natural resources of the state from pollution, impairment, and destruction. Const. 1963, Art. IV, § 52.
- 2.2 Defendant Boyce Hydro, LLC is a Michigan limited liability company; Defendant Boyce Hydro Power, LLC is a Michigan limited liability company; Defendant Boyce Michigan, LLC is a Michigan limited liability company; Defendant Edenville Hydro Property, LLC is a Michigan limited liability company; Defendant Lee W. Mueller is an individual named both in his personal capacity and as the individual who controls each of the other Defendants. All references to “Defendants” in this Consent Judgment apply to them jointly and severally.
- 2.3 The provisions of this Consent Judgment shall be binding on the Parties, their officers, agents, successors and assigns. Defendants shall provide EGLE with written notice of any Defendants’ plan to transfer the ownership of part or all of any portion of the Property; shall provide a copy of this Consent Judgment to any prospective owners or successors prior to the transfer of any ownership rights; and shall condition the transfer on the new owner or successor’s agreement to comply with this Consent Judgment. EGLE may record this Consent Judgment with the Gladwin County Register of Deeds. This Consent Judgment is binding on all successors, heirs, or assigns of any Defendant until terminated. Upon a transfer of ownership of part or all of any portion of the Property that is subject to this Consent Judgment to a subsequent purchaser, Defendants shall no longer be bound by the terms of this Consent Judgment as it relates to whatever portion of the Property is

transferred to a subsequent purchaser, but no transfer of ownership of all or part of the Property or any other circumstance will release Defendants of their obligation under Section X of this Consent Judgement.

- 2.4 Defendants shall provide a copy of this Consent Judgment to all contractors, subcontractors, and consultants that are retained to conduct any portion of the duties to be performed pursuant to this Consent Judgment, and to any employees overseeing environmental management of the Property, within three (3) calendar days after such retention.
- 2.5 Notwithstanding the terms of any contract(s) that any Defendant may enter with respect to any duties to be performed pursuant to this Consent Judgment, Defendants are jointly and severally liable and responsible for compliance with the terms of this Consent Judgment and shall ensure that its contractors, subcontractors, consultants, and employees perform all compliance activities in full conformance with the terms and conditions of this Consent Judgment.

### **III. DEFINITIONS**

- 3.1 Unless otherwise defined herein, all terms used in this document, which are defined in pertinent parts of the NREPA or its associated administrative rules or permits or the Federal Clean Water Act, shall have the same meaning in this document as in those pertinent statutes, rules, or permits.
- 3.2 "Administratively Complete" means a permit application that contains the information required by relevant statutes and rules, as summarized on the attached Checklist for Administrative Completion of Permit Application expressly incorporated as Exhibit A of this Consent Judgment.
- 3.3 "Floodplain Impact Areas" means areas where impacts to the 100-year floodplain are graphically illustrated in red and green on the attached Floodplains Compensation Map expressly incorporated as Exhibit B of this Consent Judgement, and areas identified and graphically illustrated as Areas F and J5 on the attached General Impacts Map expressly incorporated as Exhibit C of this Consent Judgement.

- 3.4 “Inland Stream Restoration Areas” means areas where impacts to inland streams graphically illustrated in blue, red, and green on the attached Inland Streams Restoration Map that is expressly incorporated as Exhibit D of this Consent Judgment.
- 3.5 “Parties” mean Plaintiff EGLE and Defendants Boyce Hydro, LLC; Boyce Hydro Power, LLC; Boyce Michigan, LLC; Edenville Hydro Property, LLC; and Lee W. Mueller.
- 3.6 “Property” means all lands where impacts are identified by color or in the Legend of and graphically illustrated on the attached General Impacts Map that is expressly incorporated as Exhibit C of this Consent Judgment. The Parties agree that the Property encompasses at least the following Gladwin County Tax Parcels as of January 2019: 150-035-400-004-01, 150-035-400-004-02, 150-035-400-004-03, 150-035-400-004-04, 150-036-300-001-02, and 150-036-300-001-03.
- 3.7 “SESC Permit Areas” means all soil erosion and sedimentation control areas which are identified in the Legend of and graphically illustrated in red on the attached SESC Permit Areas Map that is expressly incorporated as Exhibit E of this Consent Judgment.
- 3.8 “Wetlands Restoration Areas” means the two areas where wetland impacts are graphically identified in the Legend of and illustrated in red on the attached Wetlands Restoration Map that is expressly incorporated as Exhibit F of this Consent Judgment.

#### **IV. SOIL EROSION AND SEDIMENTATION CONTROL**

- 4.1 There are areas on the Property where the Defendants performed earth changes for which they did not have an active Part 91 permit(s) from the Gladwin County Soil Erosion and Sedimentation Control Department (GCSESCD).<sup>1</sup> There are other areas on the Property where Defendants must perform restoration of wetlands and inland streams, removal of

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<sup>1</sup> EGLE recognizes that Defendants had previously secured Part 91 permits from the Gladwin County Soil Erosion and Sedimentation Control Department (GCSESCD), consistent with Part 91, to undertake earth change activities in portions of the two western areas identified on the SESC Permit Areas Map, and in a portion of the eastern-most area identified on the SESC Permit Areas Map. EGLE recognizes that the following five Part 91 permits were previously obtained covering portions of both areas of the western portion of the Property: GC Permit #: S11-2350, Issued 8-12-11, Expired 8-12-12; S14-2703, Issued 7-28-14, Expired 7-28-15; S15-2802, Issued 5-20-15, Expired 5-20-16; S15-2861, Issued 10-1-15, Expired 10-1-16; and CD16-55, Issued 5-26-16, Expired 5-26-17. See Boyce Hydro, LLC, *Soil Erosion and Sedimentation Control Permit Mapping - West Edenville Dam Site* (Nov. 2019). EGLE also recognizes that the following Part 91 permit was previously obtained covering a portion of the eastern-most area of the Property identified on the SESC Permit Areas Map: GC Permit # S10-2229, Issued 8-25-10; Extended 8-25-12; Expired 8-25-13. See Boyce Hydro, LLC, *Soil Erosion and Sedimentation Control Permit Mapping - East Edenville Dam Site* (Nov. 2019).

fill, or compensating floodplain construction, pursuant to Sections V, VI, and VII of this Consent Judgment, that require a Part 91 permit(s) from the GCSESCD. All such areas are highlighted on the attached SESC Permit Areas Map (Exhibit E).

- 4.2 Defendants will obtain Part 91 permits (or a single “master” Part 91 permit, if possible,) from the GCSESCD covering each or all of the areas identified on the SESC Permit Areas Map by May 15, 2020. Defendants will comply with the permit(s) and timely achieve long-term stabilization in those areas in accordance with Mich Admin Code, R 323.1701 - 323.1714.
- 4.3 Defendants will apply for a Notice of Coverage under Part 31 from EGLE within ten (10) business days of the date Defendants receive Part 91 permit(s) in compliance with Part 91 and its associated rules (Mich Admin Code, R 323.2101–323.2197). Defendants collectively may file a single application for a Notice of Coverage that covers all the areas on the SESC Permit Areas Map for which it has obtained Part 91 permit(s).

#### **V. WETLANDS RESTORATION**

- 5.1 The attached Wetlands Restoration Map (Exhibit F) shows two areas where Defendants impacted forested wetland without a Part 303 permit: a west area and an east area. For the west area: By May 15, 2020, Defendants will submit a wetland restoration plan for EGLE approval that restores .72-acre of the west area to forested wetland—no more and no less. The restoration plan, at a minimum, will require the use of clean topsoil; remove any fill down to the native soil; and require five (5) years of monitoring; identify existing and proposed grades, include a vegetative plantings plan, and include construction and planting schedules that identify dates by which the restoration work will be complete. Monitoring must be done in compliance with the attached Wetlands Restoration Annual Monitoring Report Requirements expressly incorporated as Exhibit G of this Consent Judgment.
- 5.2 Any EGLE approval of the restoration plan submitted under Paragraph 5.1 of this Consent Judgment is limited only to the area covered by that plan. The approval has no impact of any kind on areas outside of the .72-acre restored under that plan. Defendants cannot rely on any such approval in any way for any reason, in any forum or before any body, including EGLE, to try and obtain future approval to perform work outside of the .72-acre restored under that plan.

- 5.3 For the east area on the Wetland Restoration Map, which is marked as G on the General Impacts Map, Defendants will remove any fill in or adjacent to wetland areas and place it at an upland site approved by EGLE.
- 5.4 Defendants cannot begin the work described in Section V of this Consent Judgement without first obtaining the requisite EGLE approvals described in this section, and the work required by Section V of this Consent Judgement is not complete until EGLE confirms that Defendants have completed the work to EGLE's reasonable satisfaction.

#### **VI. FLOODPLAINS COMPENSATION**

- 6.1 The attached Floodplains Compensation Map (Exhibit B) shows some of the areas where a Part 31 permit is required. By May 15, 2020, Defendants will submit a plan for EGLE approval that shows how Defendants will make a cut that compensates for the impacts in accordance with agreements during the mediation process. The plan must include dates certain for when the compensating cut will be completed.
- 6.2 The attached General Impacts Map (Exhibit C) shows Areas F and J5 that had floodplain impacts. Defendants must confirm to EGLE's reasonable satisfaction that the floodplain impacts no longer exist, including the removal of the fill from those areas.

#### **VII. INLAND STREAM RESTORATION**

- 7.1 The attached Inland Streams Restoration Map (Exhibit D) shows some of the areas requiring a Part 31 or Part 301 permit. By May 15, 2020, Defendants will submit a plan for EGLE approval that shows how Defendants will restore this area in accordance with agreements made during the mediation process. At a minimum, the plan must ensure the removal of all concrete blocks, the removal of remaining fill from the west channel, the removal of any remaining non-native fill from the old channel, the stabilization of remaining areas with native rock, and the changes necessary to reestablish a natural flow of the river. The plan also must include a construction timeline and dates certain for when the work will be complete.

#### **VIII. AFTER-THE-FACT PERMIT**

- 8.1 The attached General Impacts Map (Exhibit C) shows several locations where permits are required. By May 15, 2020, Defendants will submit a single, Administratively Complete

comprehensive Part 31, Part 301, and Part 303 permit application to EGLE that seeks after-the-fact approval of the impacts described as follows:

- a. Area A (Dredge in Wixom Lake)
- b. Area D (Ditch)
- c. Area E (Floodplain fill, riprap, fishing platform, including the Floodplain Grading in area between E, K, and M identified in August 2017 inspection)
- d. Area H (Floodplain and wetland impacts, including Floodplain Fill and Floodplain Fill Pile identified in August 2017 inspection)
- e. Area I (Dredge for boat launch)
- f. Areas J1, J2, and J3 (Floodplain impact and fill)
- g. Area K (Dredge near fishing platform)
- h. Areas N1 and N2 (Fishing piers)

#### **IX. EGLE REVIEW OF SUBMISSIONS**

- 9.1 As discussed in Section XV of this Consent Judgement, there is a distinction between permit applications and submissions. As explained in Section XV of this Consent Judgement, permit applications will be reviewed in accordance with the law governing permit applications, including Part 13 (MCL 324.1307), as amended,<sup>2</sup> as applicable.
- 9.2 For submissions, EGLE will review them consistent with the spirit of MCL 324.1307, as amended. If EGLE disapproves of a submission—either in whole or in part—it shall do so in writing, and articulate a sufficient and reliable basis in science, fact and law for such disapproval, and shall notify Defendants and their counsel under Section XV of this Consent Judgement in writing, and provide suggestions on changes to allow Defendants to reasonably achieve EGLE's approval. Within 30 days of the date of EGLE's written disapproval, Defendants will deliver a revised submission that addresses the issues identified in EGLE's notice of disapproval. During those 30 days, the counsel for the

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<sup>2</sup> See Act No. 631, Sec. 1307, amending 1994 PA 451, enacted December 28, 2018, effective March 29, 2019 (concerning the approval or denial by EGLE of permit applications submitted after March 29, 2019).



Parties shall also meet and confer to assist their clients in reaching a resolution. Failure to comply with the 30-day deadline without first securing in writing an extension is one of the types of deadline violations described in Section XI of this Consent Judgment.

- 9.3 Upon EGLE approval of a submission, the approved submission shall be incorporated by reference into this Consent Judgment and shall be enforceable as a legal document in accordance with the provisions of this Consent Judgment.
- 9.4 The failure by Defendants to submit an approvable submission, or Administratively Complete permit application, within the applicable time periods specified above constitutes a violation of this Consent Judgment and may subject Defendants to the enforcement provisions of this Consent Judgment.
- 9.5 Any delays caused by Defendants' failure to submit an approvable submission, or Administratively Complete permit application, when due shall in no way affect Defendant's responsibility to comply with any other deadline(s) specified in this Consent Judgment.
- 9.6 No informal comments by the EGLE regarding any permit application or submission made by Defendants will be construed as relieving Defendants of their obligation to obtain written approval when required to do so by this Consent Judgment.

#### **X. COSTS AND CHARGES**

- 10.1 The Parties have agreed that Defendants will remit to EGLE a sum total of \$161,000 of enforcement costs and charges as consideration for entering into this Consent Judgment, in accordance with the three-installment arrangement set forth below. Within seven days after the Effective Date of this Consent Judgment, Defendants shall make a first installment payment to the State of Michigan in the amount of \$25,000 as partial reimbursement for enforcement costs.
- 10.2 Within ten days after the Effective Date of this Consent Judgment, Defendants will establish an escrow account with a bank or credit union into which they can deposit funds, but out of which they cannot withdraw funds without EGLE authorization, notify EGLE of the location of the escrow account, authorize the escrow agent to make the payments required by Paragraph 10.3 of this Consent Judgment, and direct the escrow agent to send monthly account statements for the account to EGLE.

- 10.3 No later than February 28, 2020, the escrow agent for the escrow account described in Paragraph 10.2 of this Consent Judgement will disburse the second installment payment to EGLE in the amount of \$68,000. \$28,000 of the second installment payment is for partial reimbursement of enforcement costs. No later than February 15, 2021, the escrow agent will disburse the third and final installment payment to EGLE in the amount of \$68,000.
- 10.3 Timely payment of the amounts identified in Paragraphs 10.1 and 10.3 of this Consent Judgement will fully resolve any and all claims EGLE has against Defendants for the actions Defendants took that led to the Complaint and this Consent Judgment, including costs, fees, penalties, and litigation expenses. This paragraph does not apply to any claim that was not part of the Complaint that led to this Consent Judgment.

#### **XI. STIPULATED CHARGES**

- 11.1 For each failure to comply with a deadline contained in this Consent Judgment that EGLE has not extended pursuant to Section XII of this Consent Judgement, Defendants shall pay a stipulated charge of **\$5,000**. If, after 30 days from the original deadline, or any extended deadline EGLE has granted, Defendants have not fully completed the requirements associated with the missed deadline, stipulated charges shall begin to accrue in accordance with Paragraph 11.2 of this Consent Judgement.
- 11.2 Beginning thirty days from the original deadline or extended deadline missed under the terms of Paragraph 11.1 of this Consent Judgement, Defendants shall pay stipulated charges of **\$200** per violation per day for one to seven days after violation, **\$300** per violation per day for eight to 14 days after violation, and **\$500** per violation per day for each day of violation thereafter.
- 11.3 All payments under Paragraphs 11.1 and 11.2 of this Consent Judgement shall be made within 30 days of the date of an invoice from EGLE sent in compliance with Section XV of this Consent Judgement.
- 11.4 Defendants agree not to contest the legality of any stipulated charges invoiced under Section XI of this Consent Judgment but reserve the right to dispute the factual basis upon which the invoice for stipulated charges is based.

- 11.5 In addition to the stipulated charges described in Section XI of this Consent Judgment, EGLE reserves the right to pursue appropriate action, including injunctive relief, to enforce the provisions of this Consent Judgment. EGLE is precluded from seeking both a stipulated charge under Section XI of this Consent Judgment and a statutory charge for the same violation.

## **XII. EXTENSION OF DEADLINES**

- 12.1 The Parties agree that EGLE may grant Defendants a reasonable extension of the deadlines specified in this Consent Judgment. If Defendants seek an extension, they will submit an extension request to EGLE in writing no later than ten (10) business days prior to the pertinent deadline. The request shall describe the circumstances Defendants believe will prevent them from meeting the deadline(s); describe the measures Defendants have taken or intend to take to carry out the responsibility imposed on Defendants under this Consent Judgment for which a deadline extension is requested; and state the length of the extension requested and the specific date on which the obligation will be met.
- 12.2 EGLE will respond in writing to extension requests. EGLE retains the discretion whether to grant an extension but will not unreasonably withhold approval of an extension request. No extension of the deadlines in this Consent Judgment is valid unless in writing from EGLE and, if applicable, signed by both parties. Extension requests and responses may be delivered by e-mail.

## **XIII. REPORTING OF VIOLATIONS**

- 13.1 Defendants shall verbally report any violation(s) of any of the terms of this Consent Judgment to EGLE's Water Resources Division (WRD), Bay City District Office Supervisor [Currently, Brian Rudolph at phone: 989-439-6065] by no later than the close of the next business day following detection of such violation(s), and shall follow such notification with a written report within five (5) business days following detection of such violation(s). The written report shall include a detailed description of the violation(s), as well as a description of any actions proposed or taken to correct the violation(s). Defendants shall report any anticipated violation(s) of this Consent Judgment to the individual referenced above in advance of any relevant deadlines.

#### **XIV. GENERAL PROVISIONS**

- 14.1 Defendants will not take future action on the Property, including annual or regular maintenance projects, that require a permit under Parts 31, 91, 301, or 303 with first obtaining that permit. Defendants will comply with any permit obtained.
- 14.2 This Consent Judgment in no way affects Defendants' responsibility to comply with any other applicable state, federal, or local laws or regulations. Specifically, this Consent Judgment does not relieve Defendants of their obligation to obtain and comply with any local, state, or federal permits that are necessary to perform the activities required by this Consent Judgment.
- 14.3 Defendants shall allow any authorized representative or contractor of EGLE, upon presentation of proper credentials, to enter upon the premises of the Property at all reasonable times with at least three (3) days prior written notification for the purpose of monitoring compliance with the provisions of this Consent Judgment. This paragraph in no way limits the authority of EGLE to conduct tests and inspections pursuant to the NREPA and the rules promulgated thereunder, or any other applicable statutory provision.
- 14.4 Any permits Defendants obtain pursuant to this Consent Judgment, and any submission EGLE approves pursuant to this Consent Judgment, are incorporated into this Consent Judgment. The permit or submission shall be enforceable in accordance with the provisions of this Consent Judgment.
- 14.5 Upon request by an authorized representative of EGLE, Defendants shall make available to EGLE all records, plans, logs, and other documents required to be maintained under this Consent Judgment or pursuant to the NREPA or its rules. All such documents shall be retained by Defendants for at least a period of three (3) years from the date of generation of the record unless a longer period of record retention is required by the NREPA or its rules.
- 14.6 EGLE reserves its right to seek interest on any unpaid sums due pursuant to the terms of the Consent Judgment. This interest charge shall be based on the rate set forth at MCL 600.6013(8), using the full increment of amount due as principal, and calculated from the due date for the payment until the delinquent payment is finally made in full.

- 14.7 The parties agree to diligently and in good faith pursue informal negotiations to resolve any disputes arising out of this Consent Judgment prior to resorting to judicial enforcement. Such negotiations shall proceed in a timely manner.
- 14.8 Parties agree to waive any right to appeal this Consent Judgment.
- 14.9 All remediation work required by Sections IV, V, VI, and VII of this Consent Judgment shall be completed no later than the end of the construction season in 2021, which is approximately November 1, 2021.
- 14.10 EGLE will forego its usual practice of recording this consent judgment as a judgement lien on all property Defendants own in Michigan, and instead record judgment liens only on Tax ID parcels 110-015-304-001-51, 110-015-304-001-52, 110-015-300-005-10, 130-028-400-001-00 in Gladwin County, only if the representations made in the November 7, 2019, affidavit of Lee M. Mueller attached and expressly incorporated as Exhibit H of this Consent Judgment continue to be true and Defendants comply with the terms of this Consent Judgment.
- 14.11 Defendants will continue to use their already retained consultant, Affiliated Researchers, to oversee the remediation work required by Sections IV, V, VI, and VII of this Consent Judgment.
- 14.12 Upon the Parties' execution and the Court's entry of this Consent Judgment, the Department agrees not to pursue a motion to show cause based on the Court's order granting EGLE's motion to compel the production of documents identified in the September 18, 2019, and October 2, 2019, deposition notices sent to Defendants. EGLE reserves the right to pursue such a motion if Defendants fail to comply with this Consent Judgment, as part of its filing of a motion to enforce this Consent Judgment.

#### **XV. NOTICES**

- 15.1 This Consent Judgment envisions three different types of documents Defendants are required to submit to EGLE: permit applications, submissions, and payments.
- 15.2 Permit applications, such as the applications referred to in Paragraphs 4.3 and 8.1 of this Consent Judgment, are distinct from the other submissions required by this Consent Judgment. All permit applications must be submitted in accordance with the standard

procedures governing those applications including, if necessary, sediment testing. EGLE will process the applications under its standard procedures.

- 15.3 Submissions required by this Consent Judgment, including but not limited to the plans required by Paragraphs 5.1, 6.1, and 7.1 of this Consent Judgment, and the submissions, if necessary, under Paragraphs 12.1 and 13.1 of this Consent Judgment, must be sent to the WRD, Bay City District Office Supervisor, at EGLE, 401 Ketchum Street, Suite B, Bay City, Michigan 48708-5430, by either first class or certified mail. Submissions that have been mailed may also be copied by e-mail to the Bay City District Office Supervisor.
- 15.4 Payments under Sections X and XI of this Consent Judgment must be made by check made payable to the State of Michigan and delivered to the Accounting Services Division, Cashier's Office for EGLE, P.O. Box 30657, Lansing, Michigan 48909-8157, or hand delivered to the Accounting Services Division, Cashier's Office for EGLE, 425 West Ottawa Street, Lansing, Michigan 48933. To ensure proper credit, all payments made pursuant to this Consent Judgment must include the **Payment Identification Number WRD 40103**. Proof of any payments submitted must be copied to the WRD, Bay City District Office Supervisor, at the address provided in Paragraph 15.3 of this Consent Judgment, by either first class or certified mail.
- 15.5 Correspondence under this Consent Judgment directed from EGLE to Defendants, such as correspondence under Sections IV or XII of this Consent Judgment, shall be sent to the attention of Mr. Lee Mueller, Co-Member Manager, Boyce Hydro, LLC, 6000 South M-30 (P.O. Box 15) Edenville, Michigan 48620, and to the attention of Defendants' counsel *pro hac vice*, Lawrence A. Kogan, at The Kogan Law Group, P.C., 100 United Nations Plaza, Suite 14F, New York, New York 10017.

#### **XVI. TERMINATION**

- 16.1 This Consent Judgment shall remain in full force and effect until terminated by a written Notice of Consent Judgment Termination issued by EGLE. Prior to issuance of a written Notice of Consent Judgment Termination, Defendants shall submit a request consisting of a written certification that Defendants have fully complied with all requirements of this Consent Judgment and have made payment of any sums required by this Consent Judgment. Specifically, an acceptable certification shall include:

- a. The dates of compliance with each provision of this Consent Judgment, and the date any required sums were paid.
  - b. A statement that all required information has been reported to the WRD, Bay City District Office Supervisor.
  - c. Confirmation that all records required to be maintained pursuant to this Consent Judgment are being maintained at an accessible location by Defendants.
- 16.2 EGLE may request additional relevant information before issuing a Notice of Consent Judgment Termination but shall not unreasonably withhold issuance of a Notice of Consent Judgment Termination. If issued, Defendants may record the Notice of Consent Judgment Termination with the Gladwin County Register of Deeds.

#### **XVII. EFFECTIVE DATE**

- 17.1 The Parties agree that this Consent Judgment shall be effective in its entirety upon the date that it is entered by the Court.
- 17.2 This Consent Judgment does not resolve the last pending claim or close the case. Instead, the Parties agree that the Court retains jurisdiction over the enforcement of this Consent Judgment until the time EGLE issues a Notice of Consent Judgment Termination, at which time the Parties will notify and recommend to the Court that the case should be closed.

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HON. THOMAS R. EVANS  
Circuit Court Judge

**STIPULATING SIGNATORIES**

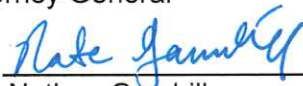
The signatories to this Consent Judgment certify that they are authorized to execute this Consent Judgment and to legally bind the Parties they represent to the requirements of this Consent Judgment:

FOR PLAINTIFF,

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY:

By:  \_\_\_\_\_  
Liesl Eichler Clark  
Director  
Michigan Department of Environment, Great Lakes, and Energy  
Dated: Nov 22, 2019

DANA NESSEL,  
Attorney General

By:  \_\_\_\_\_  
Nathan Gambill  
Assistant Attorney General  
Attorney for Plaintiff  
Environment, Natural Resources, and Agriculture Division  
Dated: Nov 25, 2019

FOR DEFENDANTS,

BOYCE HYDRO, LLC;  
BOYCE HYDRO POWER, LLC;  
BOYCE MICHIGAN, LLC;  
EDENVILLE HYDRO PROPERTY, LLC; LEE W. MUELLER

By: \_\_\_\_\_  
Lee W. Mueller  
Dated: \_\_\_\_\_, 2019

By: \_\_\_\_\_  
Ronald Tyler  
Tyler and Tyler, P.C.  
Co-Counsel for Defendants  
Dated: \_\_\_\_\_, 2019

By: \_\_\_\_\_  
Lawrence A. Kogan (*Pro Hac Vice*)  
Kogan Law Group, P.C.  
Co-Counsel for Defendants  
Dated: \_\_\_\_\_, 2019



## What does the Water Resource Division to Need Process Your Permit Application?

The timeframes and some of the processing requirements for the [Water Resources Division](#) (WRD) to review permit applications is found in Part 13, Permits, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ([Part 13](#)). Part 13 requires that the WRD must request all the information needed to evaluate permit fees and to make a permit decision. The WRD uses a form called the “Administrative Completeness Review Checklist” (Checklist) to document whether all of the information has been submitted. Once the WRD determines the information is received, the file is considered to be administratively complete.

The Checklist is completed by the file manager for the project and other staff involved in the review of the [Joint Permit Application](#) (JPA) and application documents. A completed JPA and project plans are required. Sometimes other types of information is also needed. The first thing to do when you are filling out the JPA is to read the [instructions](#) and the [Frequently Asked Questions](#).

The items listed below are a summary of the list that will be used to review your application. Some of the information will be hyperlinked to a specific webpage with more information.

Regulatory Authority	<p>Applicants should do their best to identify the resources their project will be in. Some projects will include more than one type of resource. For example, a project located in a stream would include both inland streams and floodplains.</p> <p>Some projects are also reviewed or regulated by the <a href="#">U.S. EPA</a> or the <a href="#">U.S. Army Corps of Engineers</a>.</p>
Fee	<p>Information about application fees can be found in <a href="#">Appendix C</a> of the JPA. There are different fees for project that meet the General Permit, Minor Project, Individual Permit (often referred to as Public Notice Projects), and Major Projects. There is a hydraulic review fee that may apply to floodplain projects.</p>
Photographs	<p>Provide photos of the project area.</p> <p>If the project is on a stream, take photos upstream and downstream.</p> <p>If the project is on a lake, take photos of the adjacent shoreline properties</p> <p>If there will be excavation or dredging, provide photos of the spoils placement/disposal area</p>
JPA	<p>You must complete all sections of the JPA that apply to your project.</p> <p>Be sure to fill out each section of the JPA completely.</p> <p>You will need to take measurements for some of the JPA items.</p> <p>You may need to hire profession help, such as a <a href="#">wetland consultant</a>, surveyor or engineer to complete some portions of the JPA.</p> <p>If you have question items in the JPA, check the list of abbreviations (<a href="#">Appendix A</a>) and the glossary (<a href="#">Appendix E</a>) of the JPA. If you have further questions, contact your <a href="#">district office</a> or schedule a Pre-application meeting for <a href="#">projects in lakes streams</a></p>

## What does the Water Resource Division to Need Process Your Permit Application?

	<a href="#">or wetlands</a> or for <a href="#">projects in critical dune areas</a> for additional assistance from WRD staff.
Plans are necessary for WRD staff to review the application submission.	
Location Map	You must provide a location map (not just directions) so that WRD can verify where your project is located. You can find a sample drawing in the <a href="#">Appendix B</a> of the JPA
Overhead Site Plan	<p>There must be an overhead site plan of the project. This is drawn as if you are looking down at the project from above.</p> <p>Include measurements of all existing buildings, waterbodies or wetlands, and all of the work you would like to do.</p> <p>Include measurements to fixed references such as an existing structure or property boundary.</p> <p>Include everything in your project including filling and excavation.</p> <p>There are sample drawings in <a href="#">Appendix B</a> of the JPA</p>
Cross Section(s)	The cross section is a vertical view of the project. There are sample drawings in <a href="#">Appendix B</a> of the JPA
Profile	<p>For some project a profile view is required. Include a profile view for projects with a bridge or culvert and projects that are linear such as a pathway or pipeline.</p> <p>There are sample drawings in <a href="#">Appendix B</a> of the JPA</p>
Topographic Map	Depending on the complexity and size of your project, a topographic map showing existing and proposed ground elevations may be required.
Other technical and supporting information	
Cut and Fill Calculations	If you will be filling or excavating (dredging), include your area and volume calculations.
Conceptual Mitigation Plan	If your project has wetland impacts that require <a href="#">mitigation</a> , provide a <a href="#">conceptual wetland mitigation plan</a> .
Wetland Data Sheets	Include all the <a href="#">wetland datasheets</a> used to delineate the wetland. These are normally completed by a <a href="#">wetland consultant</a> .
Lake Augmentation Pumping Information	If an existing lake will be augmented by pumping water from another surface water source or by extracting groundwater via a well(s) for the purpose of increasing a water level or maintaining a water level higher than would typically result under natural circumstances, provide the pumping information.
Stormwater Pond Treatment Information	Provide details of any stormwater treatment devices.
<a href="#">Sediment Analysis/Spoils Disposal Information</a>	Depending on the location of the project or the amount of materials you are dredging, you may be required to test the sediment for contaminants.
New/Existing Marina - Sanitary Pump Out	
<a href="#">Hydraulic Analysis</a>	A hydraulic analysis is required on streams with a drainage area of 2 square miles or more when a proposed project may cause an increase in existing floodplain elevations. When it is not

## What does the Water Resource Division to Need Process Your Permit Application?



	definitive as to whether a project will or will not cause an increase, then an analysis should be provided even if to show that there was no increase. More information can be found a <a href="http://www.michigan.gov/floodplainmanagement">www.michigan.gov/floodplainmanagement</a>
There are a few items that may be needed to complete the technical review of an application submission but not required for the file to be Administratively Complete. These items are listed below.	
Complete Mitigation Plan	A complete mitigation plan is required before the WRD can take a final action of a permit application submission.
<a href="#">Hydrogeological Study</a>	
Environmental Assessment	
<a href="#">Community Letter</a>	A letter of no comment or no object from the local unit of government can help expedite processing for floodplain and wetland permits
Threatened and Endangered Species Report	
Each project is unique. There may other information needed based on the project as site conditions. It is important to contact your local <a href="#">WRD staff</a> if you have questions about a current or future project	

EXHIBIT B

Floodplains  
Compensation  
Map

Image Date:  
07/02/2016


Legend


-  Floodplain areas for which Defendants will make compensating cut (includes only some of the overall floodplain impacts)
-  Floodplain areas for which Defendants will make compensating cut (includes only some of the overall floodplain impacts)



BOYCE HYDRO

Gladwin County  
17N01W35 &  
17N01W36

N 

0 30 60 120 180 240 Feet 




EXHIBIT C

General  
Impacts Map

Image Date:  
07/24/2014

BOYCE HYDRO  
-----  
Gladwin County  
17N01W35 &  
17N01W36

**Legend**

- 2010 Part 301 Impact
- 2010 Part 303 Impact
- 2010 Floodplain Impact
- 2012 Part 91 Impact
- 2014 Floodplain Impacts
- 2014/15 Part 91 Impacts
- 2015 Part 91 & Part 31 Impacts
- 2014 Part 303 Impact Area
- 2015 Part 303 Impact

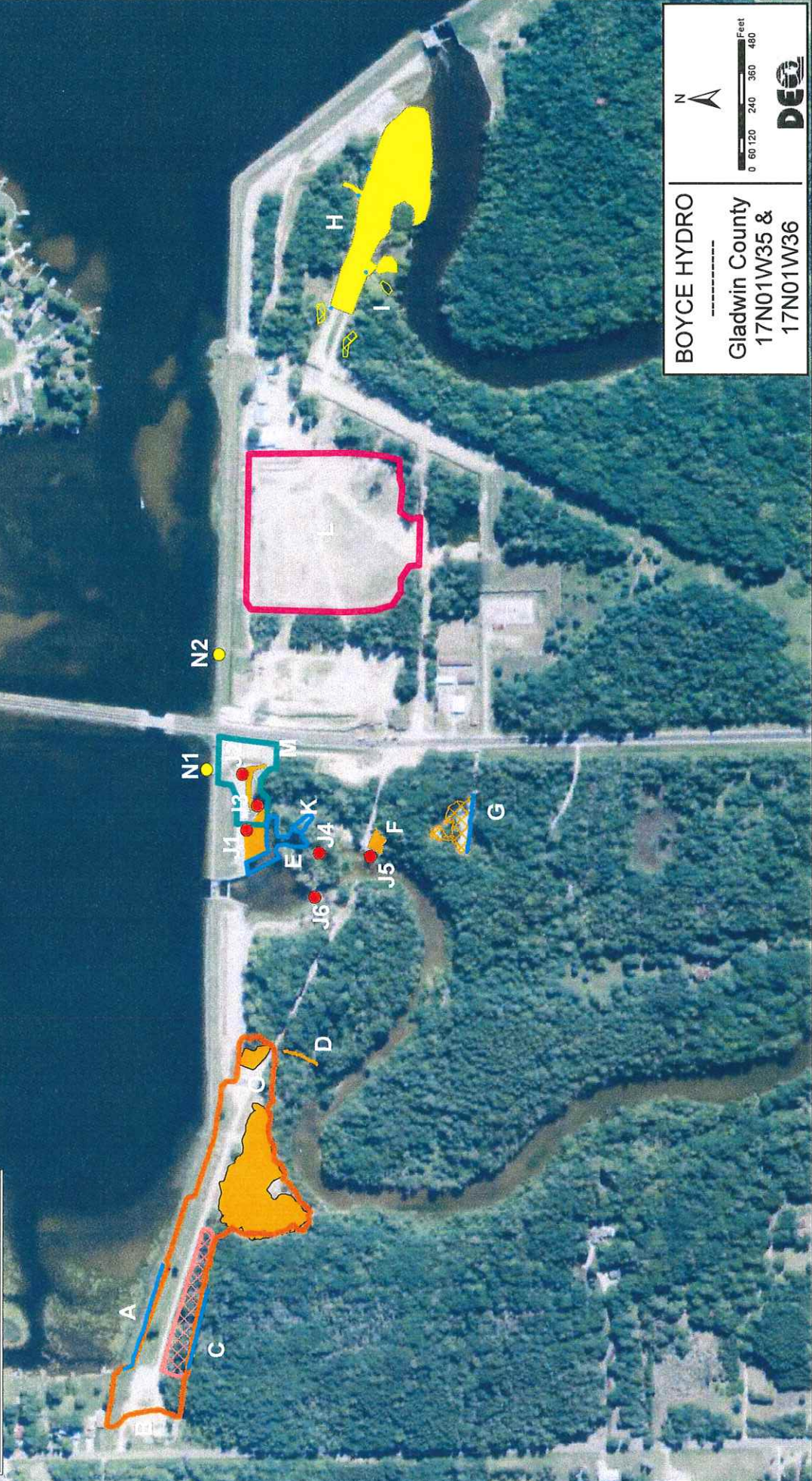


EXHIBIT D

Inland Stream  
Restoration Map

Image Date:  
07/02/2016

Legend

- Floodplain Restoration Points
- Floodplain Restoration Areas
- Inland Stream Restoration Areas

BOYCE HYDRO  
-----  
Gladwin County  
17N01W35 &  
17N01W36

0 30 60 120 180 240 Feet


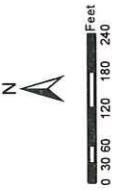


EXHIBIT E

SESC Permit  
Areas Map

Image Date:  
07/02/2016

Legend



SESC Permit Areas

BOYCE HYDRO  
-----  
Gladwin County  
17N01W35 &  
17N01W36

0 55 110 220 330 440 Feet

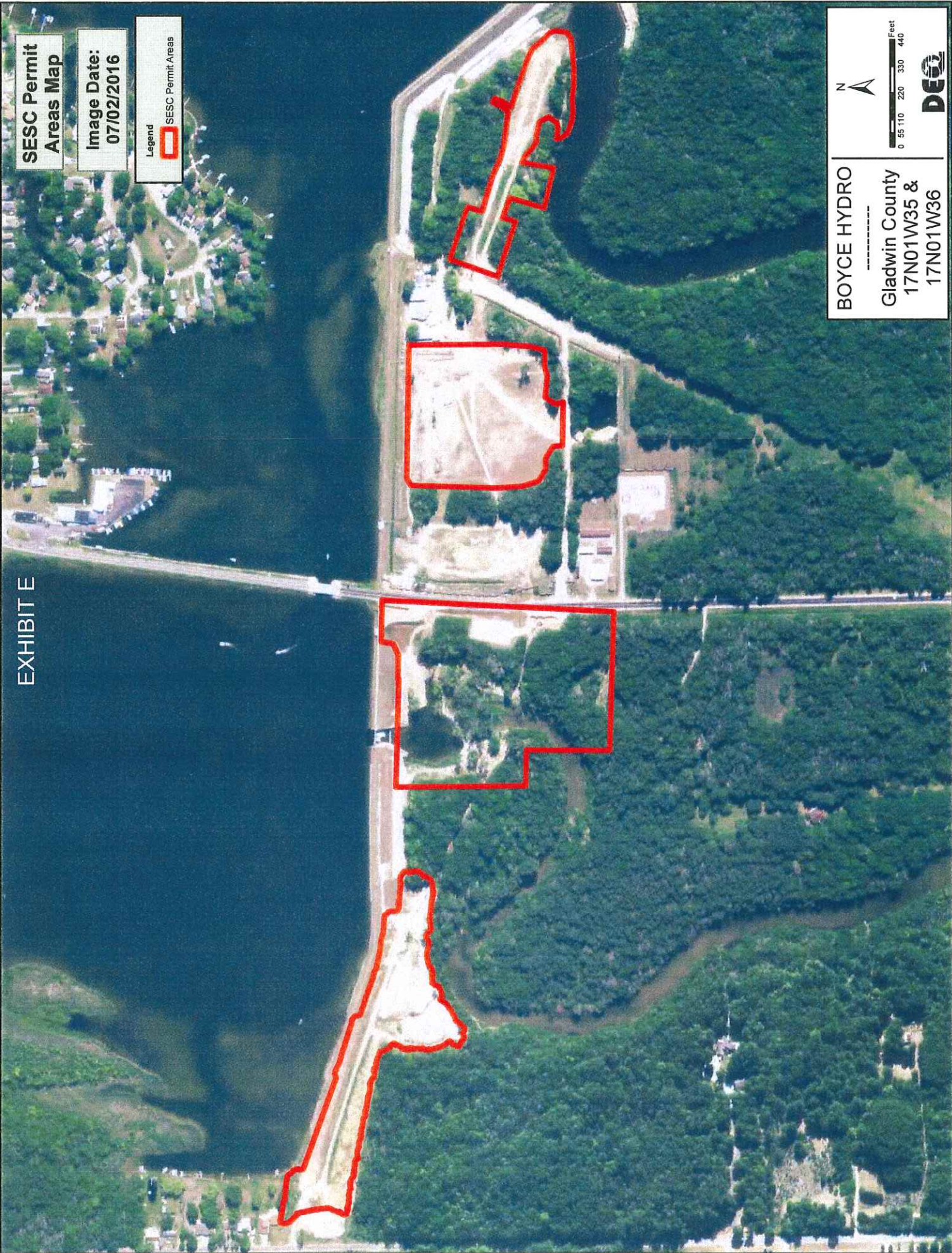


EXHIBIT F

**Wetlands  
Restoration Map**

**Image Date:  
07/02/2016**

**Legend**  
[Red Box] Wetland Restoration Areas



**BOYCE HYDRO**

**Gladwin County  
17N01W35 &  
17N01W36**

North arrow pointing up.  
Scale bar in feet: 0, 55, 110, 220, 330, 440.  
DEQ logo.



**WETLANDS RESTORATION ANNUAL MONITORING REPORT REQUIREMENTS**

Defendants shall monitor the wetland restoration for a minimum of 5 years. A monitoring report, which compiles and summarizes all data collected during the monitoring period, shall be submitted annually by Defendants. Defendants shall conduct the following activities and provide the information collected in each of the annual monitoring reports:

- a. Measure inundation and saturation at all staff gauges, monitoring wells, and other stationary points shown in the EGLE-approved Wetland Restoration Plan monthly during the growing season. Hydrology data shall be measured and provided at sufficient sample points to accurately depict the water regime of each wetland type.
- b. Sample vegetation in plots located along transects shown in the EGLE-approved Wetland Restoration Plan once between July 15 and August 31. The number of sample plots necessary within each wetland type shall be determined by use of a species-area curve or other approach approved in writing by EGLE. The minimum number of sample plots for each wetland type shall be no fewer than five (5). Sample plots shall be located on the sample transect at evenly spaced intervals or by another approach acceptable to EGLE. If additional or alternative sample transects are needed to sufficiently evaluate each wetland type, they must be approved in advance in writing by EGLE.

The herbaceous layer (all non-woody plants and woody plants less than 3.2 feet in height) shall be sampled as a 3.28-foot by 3.28-foot (1 square meter) sample plot. The shrub and tree layer shall be sampled using a 30-foot radius sample plot. The data recorded for each herbaceous layer sample plot shall include a list of all living plant species, and an estimate of percent cover in 5 percent intervals for each species recorded, bare soil areas, and open water relative to the total area of the plot. The number and species of surviving, established, and free-to-grow shrubs shall be recorded for each 30-foot radius plot.

Provide plot data and a list of all plant species identified in the plots and otherwise observed during monitoring. Data for each plant species must include common name, scientific name, wetland indicator category from the U.S. Fish and Wildlife Service's "National List of Plant Species That Occur in Wetlands" for Region 3, and whether the species is considered native according to the Michigan Floristic Quality Assessment (Michigan Department of Natural Resources, 2001). Nomenclature shall follow Voss (1972, 1985, and 1996) or Gleason and Cronquist (1991).

The location of sample transects and plots shall be identified in the monitoring report on a plan view showing the location of wetland types. Sample transects shall be permanently staked at a frequency sufficient to locate the transects in the field.

- c. Delineate any extensive (greater than 0.01 acre in size) open water areas, bare soil areas, areas dominated by invasive species, and areas without a predominance of wetland vegetation, and provide their location on a plan view.
- d. Document any sightings or evidence of wading birds, songbirds, waterfowl, amphibians, reptiles, and other animal use (lodges, nests, tracks, scat, etc.)

within the wetland noted during monitoring. Note the number, type, date and hour of the sightings and evidence.

- e. Inspect the site, during all monitoring visits and inspections, for oil, grease, man-made debris, and all other contaminants and report the findings. Rate (e.g., poor, fair, good, or excellent) and describe the water clarity in the mitigation wetland.
- f. Provide annual photographic documentation of the development of the mitigation wetland during vegetation sampling from permanent photo stations located within the mitigation wetland. At a minimum, photo stations shall be located at both ends of each transect. Photos must be labeled with the location, date photographed, and direction.
- g. Provide one-time photographic documentation during construction of the placement of at least six (6) inches of high quality soil, from the A horizon of an organic or loamy surface texture soil, across the site.
- h. Provide the number and type of habitat structures placed and representative photographs of each structure type.
- i. Provide a written summary of data from previous monitoring periods and a discussion of changes or trends based on all monitoring results. This summary shall include a calculation of the acres of each wetland type established, a plan view drawing depicting each ecological type, and identification of all performance standards and whether each standard has been met.
- j. Provide a written summary of all the problem areas that have been identified and potential corrective measures to address them.

A qualified individual able to identify vegetation to genus and species must conduct the wetland monitoring. The Department reserves the right to reject reports with substandard monitoring data.

EGLE will determine if the above performance standards have been met. If the performance standards have not been met, EGLE may require subsequent annual monitoring until final approval from EGLE can be granted.



I, Lee W. Mueller, being first duly sworn, depose and state that the following is true to the best of my knowledge, information and belief; and if called upon to testify in the trial in this cause I will be able to attest to the matters and opinions set forth herein:

1. I am one of the two Co-Member Managers of Boyce Michigan, LLC, which is a Michigan real estate holding company that owns an undeveloped 18-acre parcel ("Tea Creek" property) located in Secord Township, Gladwin County, Michigan. On behalf of the above-named Limited Liability Company, I am authorized to disclose that this property is identified as Tax ID # 130-028-400-001-00 (Ex. 1), and that since this real property was acquired by way of a sheriff's sale in 2004, it has not been subject to any lien or mortgage filing. I am authorized, nevertheless, on behalf of Boyce Michigan, LLC, to disclose that I have retained a title insurance company, as a precaution, to ensure that title to such property (which was previously comprised of several properties) is owned outright by this entity and is free and clear of any liens and mortgages arising prior to the sheriff's sale. This property is located adjacent to the confluence of Tea Creek and the Tittabawassee River, as reflected in the accompanying land survey and graphic image. (Ex. 2), (Ex. 3).
2. On behalf of Boyce Michigan, LLC, I have been authorized to act for the purpose of marketing the Tea Creek property and seeking a qualified buyer for the property as a whole or a buyer(s) for up to four separate tax parcels to be situated on the existing un-subdivided parcel.
3. On behalf of Boyce Michigan, LLC, I also have been authorized to disclose that I have initiated steps to obtain a competent real estate appraisal of the Tea Creek property pursuant to establishing a realistic asking price for the property. On information and belief, and based on comparable real property sales, I estimate that this real property has a fair market value of approximately \$500,000. On behalf of Boyce Michigan, LLC, I am further authorized to disclose that said LLC intends to sell the Tea Creek property before January 2021 based on the fair market valuation established by the appraisal that is to be secured.
4. I am one of the two Co-Member Managers of Smallwood Properties, LLC, which is a Michigan real estate holding company that owns three developed real property parcels located in Hay Township, Gladwin County, Michigan. On behalf of the above-named Limited Liability Company, I am authorized to disclose that these real properties are identified as Tax ID# 26110-015-304-001-51, Tax ID# 26110-015-304-001-52, and Tax ID # 26110-015-300-005-10 (Ex. 1), and that a title search of these properties should reveal that they each are owned outright by this entity, and that it is free and clear of any liens and mortgages. On behalf of Smallwood Properties, LLC, I am further authorized to disclose that the fair market value of these real properties is approximately \$408,500, as evidenced by the accompanying warranty deeds corresponding to each such property. (Ex. 4), (Ex. 5), (Ex. 6).
5. On behalf of both of the above-named Limited Liability Companies, I am authorized to grant to the Michigan Department of Environmental Quality ("MDEQ/ EGLE") a priority lien in these four properties which shall serve as the exclusive collateral to secure Defendant's full payment of the agreed upon settlement amount, as per the terms of the Consent Judgment the Parties have agreed to execute in Civil Action No. 10-8538-CE.

Further, Affiant sayeth not.

*Lee W. Mueller*  
Lee W. Mueller

On this 7<sup>th</sup> day of November, 2019, before me, personally appeared Lee W. Mueller known to me, and who is the person whose name is subscribed to the foregoing, and made oath that he knows the contents herein, and that the foregoing is true to the best of his knowledge, except as to matters stated to be of information and belief, and as to those matters he believes them to be true. The same was therefore:

Subscribed and sworn to before me  
On the 7<sup>th</sup> day of November, 2019.

*[Signature]*  
\_\_\_\_\_  
LJ Seanson, Notary Public  
\_\_\_\_\_  
Gladwin County, State of Michigan  
My Commission Expires: 07-14-2024



LJ SEARSON  
Notary Public, State of Michigan  
County of Gladwin  
My Commission Expires Jul. 14, 2024  
Acting in the County of Midland

Secord Township

2019 Summer

Bill #: 00501

MESSAGE TO TAXPAYER

Summer tax collection date at the Township hall will be September 16, 2019. Preferred payment method is by mail to Township Treasurer at 3628 Pineland Rd, Gladwin, Mi. Credit cards accepted at treasurer@ispnmt.com. There is a convenience fee of 3% with a minimum of \$1.50.

PROPERTY INFORMATION

Property Assessed To:  
BOYCE MICHIGAN LLC  
4132 S RAINBOW BLVD #247  
LAS VEGAS, NV 89103

Gladwin Area School  
School: 26040

Prop #: 130-028-400-001-00  
Prop Addr: LAKESHORE DR

Legal Description:  
SEC 28 19 1E THAT PART OF NE 1/4 OF SE 1/4 LYING N OF TEA CREEK & THAT PART W OF R N OF MOUTH OF TEA CREEK

PAYMENT INFORMATION

This tax is due by: 09/16/2019  
Pay by mail to: Secord Township Treasurer  
Linda Ronne  
3628 Pineland Rd  
Gladwin, Mi 48624

TAX DETAIL

Taxable Value:	13,329	RESIDENTIAL - VACA
State Equalized Value:	40,800	Class: 402
Homestead %:	0.0000	

Mort Code:

Taxes are based upon Taxable Value.  
1 mill equals \$1.00 per \$1000 of Taxable Value.

DESCRIPTION	MILLAGE	AMOUNT
SUMMER COUNTY OP	4.40520	58.71
GLADWIN SCH OP	18.00000	239.92
GLADWIN SCH DEBT	1.62000	21.59
GLADWIN SCH DBT2	0.33000	4.39
SUMMER SET	6.00000	79.97

OPERATING FISCAL YEARS

The taxes on bill will be used for governmental operations for the following fiscal year(s):

County: 01/1 - 12/31  
Twn/Cty: 07/01 - 06/30  
School: 07/01 - 06/30  
State: 10/1 - 09/30

Does NOT affect when the tax is due or its amount

Total Tax	30.35520	404.58
Administration Fee		4.04
<b>TOTAL AMOUNT DUE</b>		<b>408.62</b>

**HAY TOWNSHIP**

**2019 SUMMER**

Bill #: 00271

**MESSAGE TO TAXPAYER**

HAY TOWNSHIP, GLADWIN COUNTY SUMMER 2019 TAX BILL.  
 OFFICE HOURS: TUESDAY & THURSDAY 9AM-2PM.  
 PAYMENTS: CHECK PREFERRED, IF CASH PLEASE HAVE  
 CORRECT AMOUNT. CREDIT CARD PAYMENTS ARE ACCEPTED,  
 CONVENIENCE FEE 3%; VISIT OUR WEBSITE  
 HAYTOWNSHIP.ORG OR CALL. YOU MAY ALSO PAY AT  
 CHEMICAL BANK 1016 E. CEDAR AVENUE, GLADWIN, MI  
 48624 (BANK CANNOT ACCEPT LATE PAYMENTS). OR, USE  
 THE DROP BOX LOCATED ON THE RIGHT SIDE OF THE  
 TOWNSHIP OFFICE DOOR. POST MARKS NOT ACCEPTED.  
 RECEIPTS: IF YOU NEED A RECEIPT PLEASE INDICATE AT  
 TIME OF PAYMENT. INTEREST APPLIED AFTER 9/16 AND 3%  
 PENALTY APPLIED AFTER 2/14.

**PROPERTY INFORMATION**

Property Assessed To:  
 SMALLWOOD PROPERTIES LLC  
 9360 W FLAMINGO RD STE 110-265  
 LAS VEGAS, NV 89147-6410

GLADWIN SCH DIST

Prop #: 26110-015-304-001-51 School: 26040

Prop Addr: 955 HI LO RD

**Legal Description:**

SEC 15 18 1E PART OF SE 1/4 OF SW 1/4 DESC AS BEG S 88DEG 10'30" E ALG  
 S SEC LN 1349.26 FT & N 00DEG 04'05" W - TO SD W 1/8 LN 413.23 FT FROM  
 SW COR OF SD SEC TH CONT N 00DEG 04'05" W = TO SD W 1/8 LN 216.07 FT  
 TO A PT THAT IS S 88DEG 04'01" E 33.02 FT & S 00DEG 04'05" E = TO SD W  
 1/8 LN 689.99 FT FROM SW CORNER OF HI-LO SUB TH S 88DEG 03'59"E 333.02  
 FT TH S 00DEG 04'05" E = TO SD W 1/8 LN 215.44 FT TH N 88DEG 10'30" W  
 = TO SD S SEC LN 333.00 FT TO POB.  
 SPLIT/COMBINED ON 11/06/2018 FROM 110-015-300-001-06 INTO 110-015-304-  
 001-51 & PART OF 110-015-304-001-52;

\*BALANCE OF DESCRIPTION ON FILE\*

**OPERATING FISCAL YEARS**

The taxes on bill will be used for governmental  
 operations for the following fiscal year(s):

County: 01/01 - 12/31  
 Twn/Cty: 04/01 - 03/31  
 School: 07/01 - 06/30  
 State: 10/01 - 09/30

Does NOT affect when the tax is due or its amount

**PAYMENT INFORMATION**

This tax is due by: 09/16/2019

Pay by mail to: HAY TOWNSHIP TREASURER  
 DIANE KLUDT  
 1220 E. HIGHWOOD RD  
 BEAVERTON, MI 48612  
 (989) 426-4836

**TAX DETAIL**

Taxable Value:	43,520	RESIDENTIAL
State Equalized Value:	47,500	Class: 401
Homestead %:	0.0000	
		Mort Code:

Taxes are based upon Taxable Value.  
 1 mill equals \$1.00 per \$1000 of Taxable Value.

DESCRIPTION	MILLAGE	AMOUNT
SUMMER COUNTY OP	4.40520	191.71
GLADWIN SCH OP	18.00000	783.36
GLADWIN SCH DEBT	1.95000	84.86
SUMMER SET	6.00000	261.12

Total Tax	30.35520	1,321.05
Administration Fee		13.21
<b>TOTAL AMOUNT DUE</b>		<b>1,334.26</b>

**HAY TOWNSHIP**

**2019 SUMMER**

Bill #: 00272

**MESSAGE TO TAXPAYER**

HAY TOWNSHIP, GLADWIN COUNTY SUMMER 2019 TAX BILL.  
 OFFICE HOURS: TUESDAY & THURSDAY 9AM-2PM.  
 PAYMENTS: CHECK PREFERRED, IF CASH PLEASE HAVE  
 CORRECT AMOUNT. CREDIT CARD PAYMENTS ARE ACCEPTED,  
 CONVENIENCE FEE 3%; VISIT OUR WEBSITE  
 HAYTOWNSHIP.ORG OR CALL. YOU MAY ALSO PAY AT  
 CHEMICAL BANK 1016 E. CEDAR AVENUE, GLADWIN, MI  
 48624 (BANK CANNOT ACCEPT LATE PAYMENTS). OR, USE  
 THE DROP BOX LOCATED ON THE RIGHT SIDE OF THE  
 TOWNSHIP OFFICE DOOR. POST MARKS NOT ACCEPTED.  
 RECEIPTS: IF YOU NEED A RECEIPT PLEASE INDICATE AT  
 TIME OF PAYMENT. INTEREST APPLIED AFTER 9/16 AND 3%  
 PENALTY APPLIED AFTER 2/14.

**PROPERTY INFORMATION**

Property Assessed To:  
 SMALLWOOD PROPERTIES LLC  
 9360 W FLAMINGO RD STE 110-265  
 LAS VEGAS, NV 89147-6410

GLADWIN SCH DIST  
 School: 26040

Prop #: 26110-015-304-001-52  
 Prop Addr: 745 WOLVERINE DR

Legal Description:  
 SEC 15 18 1E PART OF SE 1/4 OF SW 1/4 DESC AS BEG S 88DEG 10'30" E ALG  
 THE S SEC LN 1349.26 FT FROM THE SW COR OF SD SEC TH N 00DEG 04'05" W =  
 TO W 1/8 LN 413.23 FT TH S 88DEG 10'30" E = TO SD S-SEC LN 333.00 FT TH  
 N 00DEG 04'05" W = TO SD W 1/8 LN 215.44 FT TH N 88DEG 03'59" W = TO SD  
 S SEC LN 333.02 FT TH N 00DEG 04'05" W = TO SD W 1/8 LN 76.64 FT TO A PT  
 THAT IS S 88DEG 04'01" E 33.02 FT & S 00DEG 04'05" E = TO SD W 1/8 LN  
 613.35 FT FROM SW COR OF HI-LO SUB TH S 87DEG 03'54" E 952.92 FT TH N  
 44DEG 44'08" E 160.60 FT TH S 39DEG 53'54" E 37.03 FT TH S 52DEG 47'16"  
 E 165.02 FT TH S 07DEG 01'28" E 128.05 FT TH S 70DEG 20'52" W 152.00 FT  
 TH S 00DEG 49'36" E 31.66 FT TH S 65DEG 15'39" W 268.05 FT TH S 62DEG  
 16'38" W 705.34 FT TH N 88DEG 10'30" W 224.31 FT TO THE POB.  
 SPLIT/COMBINED ON 11/06/2018 FROM PART OF 110-015-300-001-06, 110-015-  
 300-001-50, 110-015-300-001-07; INTO 110-015-304-001-51 & 110-015-304-  
 001-52;

\*BALANCE OF DESCRIPTION ON FILE\*

**PAYMENT INFORMATION**

This tax is due by: 09/16/2019

Pay by mail to: HAY TOWNSHIP TREASURER  
 DIANE KLUDT  
 1220 E. HIGHWOOD RD  
 BEAVERTON, MI 48612  
 (989) 426-4836

**TAX DETAIL**

Taxable Value: 55,000 RESIDENTIAL  
 State Equalized Value: 56,200 Class: 401  
 Homestead %: 0.0000

Mort Code:

Taxes are based upon Taxable Value.  
 1 mill equals \$1.00 per \$1000 of Taxable Value.

DESCRIPTION	MILLAGE	AMOUNT
SUMMER COUNTY OP	4.40520	242.28
GLADWIN SCH OP	18.00000	990.00
GLADWIN SCH DEBT	1.95000	107.25
SUMMER SET	6.00000	330.00

**OPERATING FISCAL YEARS**

The taxes on bill will be used for governmental  
 operations for the following fiscal year(s):

County: 01/01 - 12/31  
 Twn/Cty: 04/01 - 03/31  
 School: 07/01 - 06/30  
 State: 10/01 - 09/30

Does NOT affect when the tax is due or its amount

Total Tax	30.35520	1,669.53
Administration Fee		16.69
<b>TOTAL AMOUNT DUE</b>		<b>1,686.22</b>



**HAY TOWNSHIP**

**2019 SUMMER**

Bill #: 00262

**MESSAGE TO TAXPAYER**

HAY TOWNSHIP, GLADWIN COUNTY SUMMER 2019 TAX BILL.  
 OFFICE HOURS: TUESDAY & THURSDAY 9AM-2PM.  
 PAYMENTS: CHECK PREFERRED, IF CASH PLEASE HAVE  
 CORRECT AMOUNT. CREDIT CARD PAYMENTS ARE ACCEPTED,  
 CONVENIENCE FEE 3%; VISIT OUR WEBSITE  
 HAYTOWNSHIP.ORG OR CALL. YOU MAY ALSO PAY AT  
 CHEMICAL BANK 1016 E. CEDAR AVENUE, GLADWIN, MI  
 48624 (BANK CANNOT ACCEPT LATE PAYMENTS). OR, USE  
 THE DROP BOX LOCATED ON THE RIGHT SIDE OF THE  
 TOWNSHIP OFFICE DOOR. POST MARKS NOT ACCEPTED.  
 RECEIPTS: IF YOU NEED A RECEIPT PLEASE INDICATE AT  
 TIME OF PAYMENT. INTEREST APPLIED AFTER 9/16 AND 3%  
 PENALTY APPLIED AFTER 2/14.

**PROPERTY INFORMATION**

Property Assessed To:  
 SMALLWOOD PROPERTIES LLC  
 9360 W FLAMINGO RD STE 110-265  
 LAS VEGAS, NV 89147

GLADWIN SCH DIST  
 School: 26040

Prop #: 26110-015-300-005-10  
 Prop Addr: 755 WOLVERINE DR

Legal Description:  
 SEC 15 18 1E PART OF SE 1/4 OF SW 1/4 COM AT NW COR THEREOF TH S 88DEG  
 4MIN 30SEC E ALONG S LINE OF HI-LO SUR 603.84FT TH S 41DEG 30MIN 30SEC  
 E 726.10FT TH N 43DEG 44MIN E 33.11FT TO NLY LINE OF MCKIMMEY RD & T  
 POB TH N 43DEG 44MIN E 224.41FT TO A SHORELINE TRAV OF SMALLWOOD LAKE  
 TH S 53DEG 20 MIN 15SEC E 164.50FT TH S 79DEG 18MIN E 135.23FT TH S  
 34DEG 38MIN 24SEC E 49.92FT TH S 42DEG 9MIN 50SEC W 167.85FT TH S 48DEG  
 56MIN 20SEC E 40.43FT TH S 62DEG 36MIN 40SEC W 215.17FT TH N 8DEG 48SEC  
 W 128.11FT TH N 53DEG 48MIN 14SEC W 164.97FT TH N 40DEG 30MIN 30SEC W  
 36.92FT TO POB AKA PARCELS A-B

\*BALANCE OF DESCRIPTION ON FILE\*

**OPERATING FISCAL YEARS**

The taxes on bill will be used for governmental  
 operations for the following fiscal year(s):

County: 01/01 - 12/31  
 Twn/Cty: 04/01 - 03/31  
 School: 07/01 - 06/30  
 State: 10/01 - 09/30

Does NOT affect when the tax is due or its amount

**PAYMENT INFORMATION**

This tax is due by: 09/16/2019

Pay by mail to: HAY TOWNSHIP TREASURER  
 DIANE KLUDT  
 1220 E. HIGHWOOD RD  
 BEAVERTON, MI 48612  
 (989) 426-4836

**TAX DETAIL**

Taxable Value: 67,072 RESIDENTIAL  
 State Equalized Value: 69,900 Class: 401  
 Homestead %: 0.0000  
 Mort Code:

Taxes are based upon Taxable Value.  
 1 mill equals \$1.00 per \$1000 of Taxable Value.

DESCRIPTION	MILLAGE	AMOUNT
SUMMER COUNTY OP	4.40520	295.46
GLADWIN SCH OP	18.00000	1,207.29
GLADWIN SCH DEBT	1.95000	130.79
SUMMER SET	6.00000	402.43

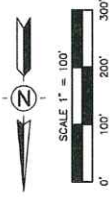
Total Tax	30.35520	2,035.97
Administration Fee		20.35
<b>TOTAL AMOUNT DUE</b>		<b>2,056.32</b>

# ALTA/ACSM LAND TITLE SURVEY

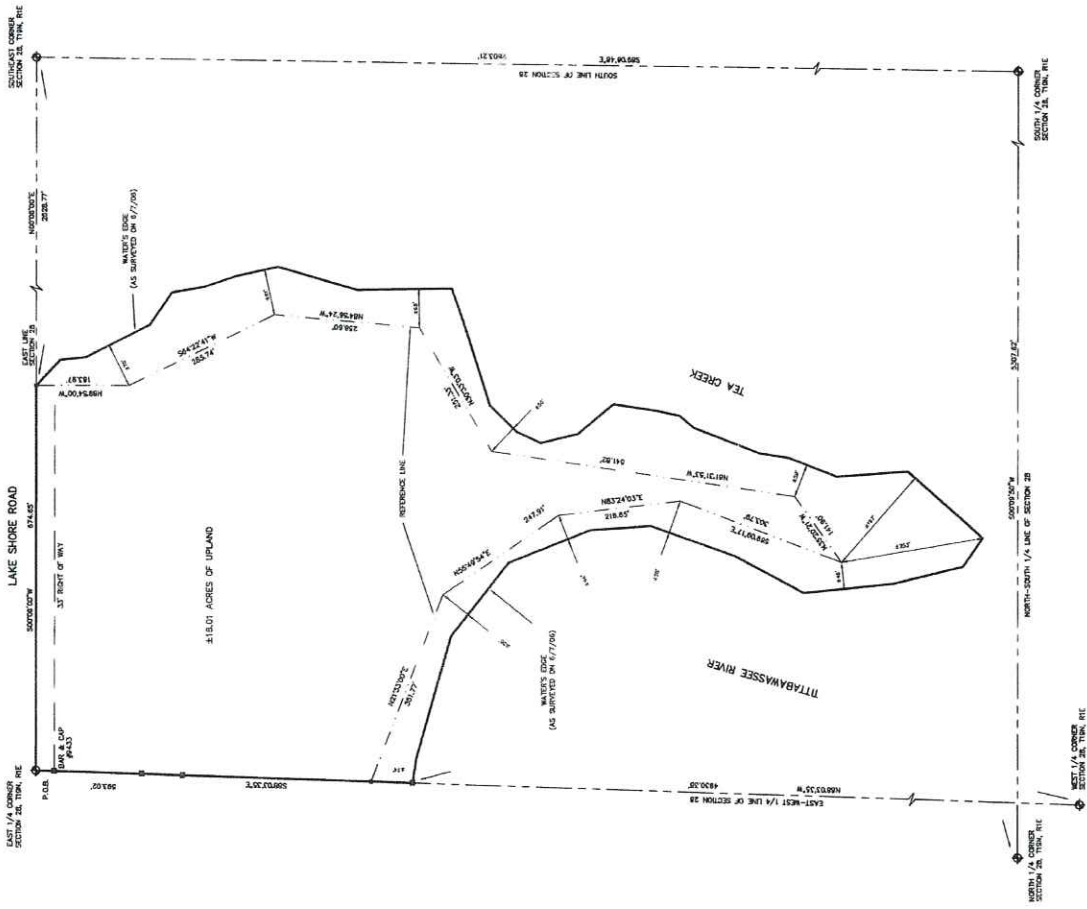
## "TEA CREEK"

FOR: William D. Boyce Trusts  
2350, 3649, 3650

## EXHIBIT 2



- LEGEND**
- Set 5/8" bar with Cap
  - Survey Boundary Line
  - Distance Not to Scale
  - Fence
- All Dimensions are in Feet and All Measurements Not Shown.



**LEGAL DESCRIPTION:**  
That part of the Northeast 1/4 of the Southeast 1/4 lying North of Tea Creek and East part West of the West North of the mouth of Tea Creek, all in Section 28, T19N, R1E, all in said Township, Graham County, Michigan.

A parcel of land in the Southeast 1/4 of Section 28, T19N, R1E, Second Township, Graham County, Michigan, the surveyed boundary of said parcel described as Beginning at the Northeast corner of said Section 28, T19N, R1E, Second Township, and said Section 28 a distance of 674.65 feet to the intersection of the Northern water edge of Tea Creek with said East line of said Section 28, T19N, R1E, Second Township, thence along said East line of said Section 28, T19N, R1E, Second Township, a distance of 169.54 feet to a point on said East line, thence along said reference line the following ten courses: N89°54'00"W perpendicular to 303.79 feet, N87°52'02"E 216.65 feet, N55°49'54"E 247.31 feet, and N21°33'00"E 351.77 feet, thence along said East line of said Section 28, T19N, R1E, Second Township, a distance of 169.54 feet to the intersection of said East line with the East-West 1/4 line of said Section 28, thence S88°03'25"E along said East-West 1/4 line 594.02 feet to the point of beginning, said parcel of land, thence along the surveyed boundary of said parcel a distance of 0.52 more or less presently in use as public right of way along Lake Shore Road, Property of the State of Michigan, to the intersection of said East-West 1/4 line of said Section 28, thence along said East-West 1/4 line of said Section 28, thence S88°03'25"E along said East-West 1/4 line 594.02 feet to the point of beginning, said parcel of land, subject to all easements and restrictions of record if any.

**CERTIFICATION:**  
To William D. Boyce Trusts 2350, 3649, 3650 and Chicago Title Insurance Company:  
This is to certify that this map or plat and the survey on which it is based were made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys as set forth in the Manual of Professional Practice promulgated by the American Land Title Association and approved by the American Bar Association, and that the survey was conducted by a duly qualified and licensed Professional Surveyor in Michigan, the Relative Practical Accuracy of this survey does not exceed that which is specified therein.

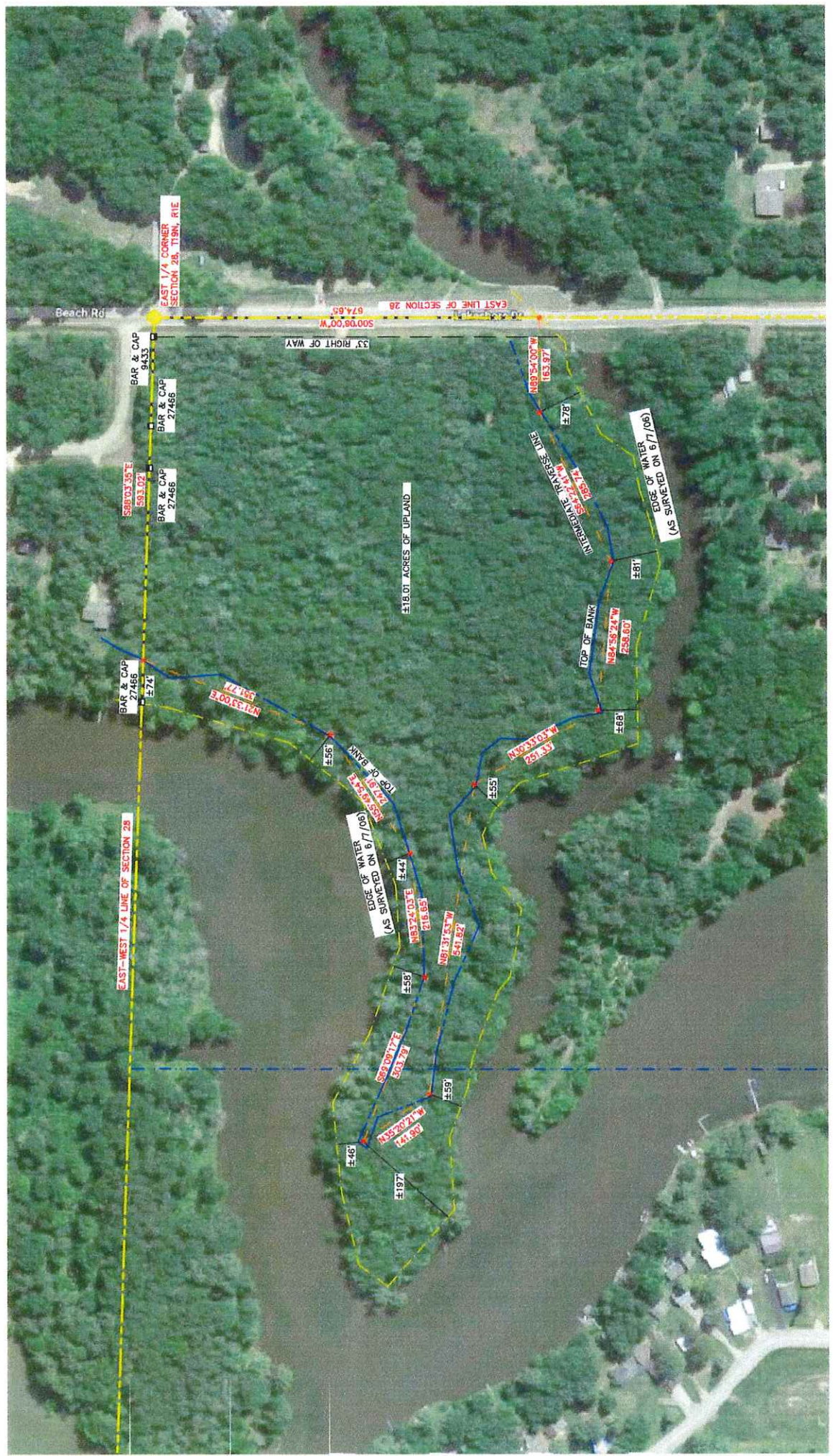
REVISIONS	COMMENTS	DRAWING AND
12-MAY-2006	ORIGINAL	LABOR SURVEYOR

DATE: 7/9/2006  
LABOR A. BOYCE  
PROFESSIONAL SURVEYOR NO. 25532  
SHEET 1 OF 2



EXHIBIT H  
**BOYCE MICHIGAN LLC. - TEA CREEK PROPERTY**  
 SECTION 28, SECOND TOWNSHIP, GLADWIN COUNTY, MICHIGAN

EXHIBIT 3



I hereby certify that I have searched the records in my Office relating to the description of lands in the within Instrument and from such examination it appears that The taxes have been fully paid for five years preceding The date of said Instrument.

Gladwin, MI Christy VanSienega  
Gladwin County Treasurer

**MAR - 8 2016**

Except for current taxes due & payable in the Township & Cities. Subject to notification of Homestead Tax Denial



**Liber: 1070 Page: 608**

STATE OF MICHIGAN - GLADWIN COUNTY

RECORDED



Ann Manning - REGISTER OF DEEDS  
3/10/2016 11:22 AM

Receipt #: 100340 Page: 1 of 3  
1272.00 WARRANTY DEED



GLADWIN COUNTY  
March 10, 2016  
RECEIPT #100340

STATE OF MICHIGAN  
REAL ESTATE  
TRANSFER TAX

# \$159.50-CO  
# \$1,087.50-ST  
STAMP #30955

# EXHIBIT 4

## WARRANTY DEED

The Grantors, Frederick & Michele Still, husband and wife of 233 North Val Vista Drive, Site 880, Mesa Arizona, 85213

*Conveys and warrants to*

the Grantee Smallwood Properties, LLC, a Michigan limited liability company, of 10120 W. Flamingo Road, Suite 4192, Las Vegas NV 89147

the following described premises situated in the Township of Hay, County of Gladwin, State of Michigan:

SEE EXHIBIT A

for the sum of ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$145,000), as paid via land contract recorded on September 24, 2014 at Liber 1032, Page 596 of the Gladwin County Michigan Register of Deeds, together with all and singular the tenements, hereditaments, and appurtenances thereto. This deed is given in complete fulfillment of said land contract.

The Grantor grants to the Grantee the right to make ALL divisions of the above-described property under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agriculture and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated this 29 day of February, 2016

Frederick Still  
Frederick Still

STATE OF ARIZONA )ss.  
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 29 day of February, 2016 by Frederick Still.



SAMUELMECHAM  
NOTARY PUBLIC-ARIZONA  
Maricopa County  
My Commission Expires:  
May 19, 2019

Samuel Mecham  
Notary Public  
State of Arizona, Maricopa County  
My commission expires: 5/19/19  
Acting in the County of: Maricopa

2016 MAR - 8 P 2:34

2016 MAR 10 10:11 AM

Dated this 29 day of February, 2016

Michele Still  
Michele Still

STATE OF ARIZONA )ss.  
COUNTY OF Maricopa )

The foregoing instrument was acknowledged before me this 29 day of February 2016 by Michele Still



Samuel Mecham  
Notary Public  
State of Arizona, Maricopa County  
My commission expires: 5/19/19  
Acting in the County of: Maricopa

When Recorded Return to:	Send Subsequent Tax Bills to:	Drafted by: W. Jay Brown (P58858)
Drafter	Grantee	Brown Law PLC 414 Townsend, Suite 201 Midland, MI 48640

## EXHIBIT "A"

Situated in the Township of Hay, Gladwin County, Michigan:

A parcel of land situated in Section 15, T18N, R1E, described as follows, to-wit: Commencing at the Southwest corner of Hi-Lo Subdivision part of the Northeast 1/4 of the Southwest 1/4 of Section 15, Town 18 North, Range 1 East; thence South  $88^{\circ}04'30''$  East, 33.00 feet along the Southerly line of said subdivision; thence South  $0^{\circ}04'45''$  East 613.41 feet parallel to the West 1/8 line to the Point of Beginning; thence South  $0^{\circ}04'45''$  East, 706.80 feet parallel to the West 1/8 line to the South Section line; thence South  $88^{\circ}12'37''$  East, 223.82 feet along the South Section line; thence North  $62^{\circ}13'03''$  East 706.83 feet along the existing centerline of McKimmey Road; thence North  $65^{\circ}13'23''$  East 232.12 feet along said centerline; thence North  $0^{\circ}51'00''$  West 312.30 feet; thence North  $39^{\circ}32'36''$  West 22.00 feet; thence South  $44^{\circ}42'37''$  West 127.50 feet; thence North  $87^{\circ}06'05''$  West 953.66 feet to the Point of Beginning. The above described land appears to lie in the Southeast 1/4 of the Southwest 1/4 of Section 15, T18N, R1E, EXCEPTING therefrom the following described parcel: A parcel of land described as commencing at the Southwest corner of Hi-Lo Subdivision, being part of the Northeast 1/4 of the Southwest 1/4 of Section 15, T18N, R1E; thence South  $88^{\circ}04'30''$  East, 33 feet along the Southerly line of said Subdivision; thence South  $0^{\circ}04'45''$  East, 613.41 feet parallel to the West 1/8 line to the place of beginning; thence South  $0^{\circ}04'45''$  East, 503 feet parallel to the West 1/8 line; thence South  $87^{\circ}06'05''$  East, 240 feet; thence North  $0^{\circ}04'45''$  West, 150 feet; thence South  $87^{\circ}06'05''$  East 237 feet; thence North  $0^{\circ}04'45''$  West 353 feet; thence North  $87^{\circ}06'05''$  West, 477 feet back to the place of beginning.

AND

Part of the Southeast 1/4 of the Southwest 1/4 of Section 15, T18N, R1E, described as: Commencing at the Northwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 15; thence South  $88^{\circ}04'30''$  East, along the South line of Hi-Lo Subdivision as recorded in Liber 9 of Plats on Page 25, Gladwin County, Michigan Public Records, 603.84 feet; thence South  $41^{\circ}30'30''$  East, 726.10 feet; thence North  $43^{\circ}44'00''$  East, 33.11 feet; thence South  $40^{\circ}30'30''$  East, along the Northerly line of McKimmey Road, 36.92 feet to the True Place of Beginning of the following described parcel of land; thence continuing along the Northerly line of McKimmey Road on the following two courses: South  $01^{\circ}47'40''$  East, 277.78 feet; thence North  $69^{\circ}26'40''$  East, 151.97 feet; thence North  $08^{\circ}00'48''$  West, 128.11 feet; thence North  $53^{\circ}48'14''$  West, 164.97 feet back to the Place of Beginning.

745 East Wolverine Drive, Gladwin, MI, 48624

110-015-300-001-50

APR - 4 2016

I hereby certify that I have searched the records in my Office relating to the description of lands in the within instrument and from such examination it appears that The taxes have been fully paid for five years preceding The date of said instrument.

Gladwin, MI Cheryl K. Kistner  
Gladwin County Treasurer

Except for current taxes due & payable in the Township & Cities. Subject to notification of Homestead Tax Deferral



Liber: 1072 Page: 318

STATE OF MICHIGAN - GLADWIN COUNTY  
RECORDED



Ann Manning - REGISTER OF DEEDS  
4/4/2016 1:20 PM

Receipt #: 100692 Page: 1 of 3  
1302.10 WARRANTY DEED



GLADWIN COUNTY  
April 4, 2016  
RECEIPT #100692

STATE OF  
MICHIGAN  
REAL ESTATE  
TRANSFER TAX

# \$163.35-CO  
# \$1,113.75-ST  
STAMP #31009

# EXHIBIT 5

## WARRANTY DEED

The Grantors, Lee W. Mueller and Michele G. Mueller, husband and wife of 10120 W Flamingo Rd Ste 4192, Las Vegas, NV 89147

### Conveys and warrants to

the Grantee Smallwood Properties, LLC, a Michigan limited liability company, of 9360 W Flamingo Rd Ste 110-265, Las Vegas NV 89147

the following described premises situated in the Township of Hay, County of Gladwin, State of Michigan:

### SEE EXHIBIT A

for the sum of ONE HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$148,500), together with all and singular the tenements, hereditaments, and appurtenances thereto. This deed is given in complete fulfillment of said land contract.

The Grantor grants to the Grantee the right to make ALL divisions of the above-described property under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agriculture and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated: March 23, 2016

Lee W. Mueller  
Lee W. Mueller


Dated: March 23, 2016

Michele G. Mueller  
Michele G. Mueller

2016 APR - 4 P 1:14

STATE OF MICHIGAN )  
COUNTY OF MIDLAND )

The foregoing instrument was acknowledged before me this 23 day of March, 2016 by Lee W. Mueller and Michele G. Mueller.

  
\_\_\_\_\_  
W. Jay Brown, Notary Public  
Saginaw County Michigan  
Acting in Midland County Michigan  
My Commission Expires: 06/09/2020

When Recorded Return to:	Send Subsequent Tax Bills to:	Drafted by: W. Jay Brown (P58858)
Drafter	Grantee	Brown Law PLC 414 Townsend, Suite 201 Midland, MI 48640



## EXHIBIT A

**Situated in the Township of Hay, Gladwin County, Michigan:**

**Part of the Southeast 1/4 of the Southwest 1/4 of Section 15, T18N, R1E, described as: commencing at the Northwest corner thereof; thence South 88°04'30" East, 603.84 feet along the South line of Hi-Lo Subdivision; thence South 41°30'30" East, 726.10 feet; thence North 43°44' East, 33.11 feet to the Northerly line of McKimmey Road and the true point of beginning; thence North 43°44' East, 224.21 feet to a shoreline traverse of Smallwood Lake; thence South 53°20'15" East, 164.50 feet; thence South 79°18'00" East, 135.23 feet; thence South 34°38'24" East, 49.92 feet; thence South 42°09'50" West, 167.85 feet; thence South 48°56'20" East, 40.43 feet; thence South 62°36'40" West, 215.17 feet; thence North 08°48' West, 128.11 feet; thence North 53°48'14" West, 164.97 feet; thence North 40°30'30" West, 36.92 feet to the point of beginning. Together with and subject to a 20 foot wide Drive Easement, the center of which is described as: Commencing at the Northwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 15, T18N, R1E, Hay Township, Gladwin County, Michigan; thence South 88°04'30" East, along the South line of Hi-Lo Subdivision, as recorded in Liber 9 of Plats on Page 25, 603.84 feet; thence South 41°30'30" East, 726.10 feet; thence North 43°44'00" East, 33.11 feet; thence along the Northerly line of McKimmey Road on the following two courses: South 40°30'30" East 36.92 feet; thence South 01°47'40" East 36.00 feet to the place of beginning of the following described center line of an easement; thence North 70°11'01" East 167.57 feet to the point of ending.**

**755 Wolverine, Gladwin, MI, 48624**

**110-015-300-005-10**

I hereby certify that I have searched the records in my Office relating to the description of lands in the within instrument and from such examination it appears that The taxes have been fully paid for five years preceding The date of said instrument.

Gladwin, MI

*Christy Van Nieuwen*  
Gladwin County Treasurer

OCT 24 2017

Except for current taxes due & payable in the Township & Cities. Subject to notification of Homestead Tax Denial



Liber: 1115 Page: 900

STATE OF MICHIGAN - GLADWIN COUNTY  
RECORDED



Ann Manning-Clayton - REGISTER OF DEEDS  
10/24/2017 11:12 AM

Receipt #: 110605 Page: 1 of 2  
1024.00 WARRANTY DEED



GLADWIN COUNTY  
October 24, 2017  
RECEIPT #110605

STATE OF  
MICHIGAN  
REAL ESTATE  
TRANSFER TAX

# \$126.50-CO  
# \$862.50-ST  
STAMP #32572

# EXHIBIT 6

## WARRANTY DEED

Know all Persons by these presents: That **Katrina Krueger**

whose address is: 955 Hi Lo Rd., Gladwin, MI 48624

**conveys and Warrants to Smallwood Properties, LLC, a Michigan limited liability company**

whose address is: 9360 W. Flamingo Rd. Ste. 110-265, Las Vegas, NV 48624

the following described premises:

**Situated in the Township of Hay, Gladwin County, Michigan:**

**A Parcel of land described as commencing at the Southwest corner of Hi-Lo Subdivision, being part of the Northeast 1/4 of the Southwest 1/4 of Section 15, T18N, R1E, South 88°4'30" East, 33 feet along the Southerly line of said Subdivision, thence South 0°4'45" East 613.41 feet parallel to the West 1/8 line to the Place of Beginning; thence South 0°4'45" East, 353 feet parallel to the West 1/8 line; thence South 87°06'05" East, 477 feet; thence North 0°04'45" West, 353 feet; thence North 87°06'05" West, 477 feet to the place of beginning. Excepting the road right of way for Hi-Lo Road along the Westerly side thereof.**

**For Informational Purposes: More Commonly known as: 955 Hi Lo Rd., Gladwin, MI, 48624**

**For Informational Purposes: Tax Code Number: 110-015-300-001-06**

for the full consideration of: \$115,000.00

This deed is given in fulfilment of Land contract dated 6/15/2017 and recorded in Liber 1106, Page 1 of records.

**Subject to easements, reservations and restrictions of record**

The Grantor grants to the Grantee the right to make (      ) divisions under section 108 of the land division act, Act No. 288 of the Public Acts of 1967. **(If no number is inserted, the right**

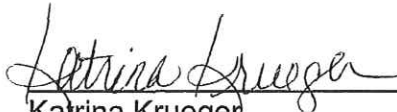
Gladwin County Register of Deeds  
Received on 10/24/2017 at 11:12 AM

to make divisions stays with the portion of the parent tract retained by the grantor; if all of the parent tract is conveyed, then all division rights are granted)

This property may be located within the vicinity of farmland or farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated: 06/15/2017


**Seller(s)**

  
\_\_\_\_\_  
Katrina Krueger

**State of Michigan**

**County of Gladwin**

The foregoing instrument was acknowledged before me this 15th day of June, 2017, by Katrina Krueger.

  
\_\_\_\_\_

Notary Public

LISA POLLOCK  
Notary Public State of Michigan  
County Of Gladwin  
My Commission Expires 01-26-2019  
Acting in the County of Gladwin

\_\_\_\_\_ County, \_\_\_\_\_

acting in \_\_\_\_\_ County

My commission expires:

Drafted by:

Katrina Krueger  
955 Hi Lo Rd.  
Gladwin, MI 48624

File Number: 1734420