

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement (this “Agreement”) is entered into as of November 13, 2020, by and between Plaintiffs the Counties of Midland and Gladwin, acting through their delegated authority, the Four Lakes Task Force (“FLTF”), Four Lakes Operations Corporation (“FLOC”), and Defendants Sanford Hydro Property, LLC (“Sanford HP”), Edenville Hydro Property, LLC (“Edenville HP”), Smallwood Hydro Property, LLC (“Smallwood HP”), Secord Hydro Property, LLC (“Secord HP”; and together with Sanford HP, Edenville HP, and Smallwood HP, the “HoldCos”), Boyce Hydro Power, LLC (“BHP”), Boyce Hydro, LLC (“BH”; and together with BHP, the “Debtors”), and Boyce Michigan, LLC (“BM”; and together with the HoldCos and Debtors, the “Boyce Entities”). FLTF and the Boyce Entities are parties to the condemnation lawsuits captioned *County of Gladwin v. Sanford Hydro Property, LLC, et al.*, Case No. 20-10509-CC pending in the Circuit Court of Gladwin County, Michigan and *County of Midland v. Sanford Hydro Property, LLC, et al.*, Case No. 20-7191-CC pending in the Circuit Court of Midland County, Michigan (collectively, the “Litigation”). FLTF is a party in interest and holder of a disputed pre-petition claim or claims in the jointly administered bankruptcy cases captioned *In re Boyce Hydro, LLC, et al.*, Case No. 20-21214 pending in the United States Bankruptcy Court for the Eastern District of Michigan, Northern Division (the “Bankruptcy Case”) in which Boyce Hydro, LLC and Boyce Hydro Power, LLC are the Debtors.

FLTF and the Boyce Entities desire to resolve, fully and completely, the Litigation and the claims and contested matters of FLTF presently pending in the Bankruptcy Case and accordingly agree as follows:

1. Payment of Just Compensation by FLTF. Four Lakes will pay the sum of \$1,576,000.00 (the “Just Compensation”) as follows:
 - a) \$275,000.00 upon entry of the consent judgment described below (which will include release of the estimated just compensation presently escrowed with the Midland County Treasurer);
 - b) \$575,000.00 on or before May 31, 2021; and,
 - c) The final payment of \$726,000.00 on or before May 31, 2022.

The Just Compensation shall constitute just and full consideration and reasonably equivalent value for the acquisition of all of the Boyce Entities’ right, title and interest in the Property (as defined below) and the settlement of the Litigation, and shall be inclusive of all claims of any of the Boyce Entities for interest, costs or attorneys’ fees, including any rights to attorney fees granted or authorized under the Michigan Uniform Condemnation Procedures Act. No interest will accrue on the unpaid balance of the Just Compensation. The amount of the Just Compensation will be utilized as the value of the Boyce Entities’ (including the Debtors’) interests in the Property for purposes of the Bankruptcy Case and no other valuation method or process for the Property shall be used, provided, however, that the portions of the Property being retained by BM as specifically provided for herein may be valued by any method deemed appropriate by the Bankruptcy Court.

2. Agreement of Boyce Entities on Just Compensation. The Boyce Entities have agreed to allocate, and will request that the Bankruptcy Court approve the allocation of, the Just

Compensation as follows: (a) \$300,000 to BM, payable as follows: \$50,000 upon entry of the consent judgment described below (with BM immediately paying \$30,000 of this to Pat's Gradall ("PG") pursuant to a separate agreement (the "PG Agreement") with PG), \$125,000 on or before May 31, 2021, and \$125,000 on or before May 31, 2022; (b) \$1,302,000 to Secord HP and Smallwood HP (allocated 43% to Smallwood HP and 57% to Secord HP) payable as follows: \$200,000 upon entry of the consent judgment described below (with \$25,000 of this payment going to Gerace Construction Company, Inc. ("Gerace") pursuant to a separate agreement with Gerace (the "Gerace Agreement" and \$20,000 of this payment going to PG per the PG Agreement)), \$450,000 on or before May 31, 2021 (with \$75,000 of this payment going to Gerace pursuant to the Gerace Agreement), and \$626,000 on or before May 31, 2022; and (c) in light of the condition of their properties, Edenville HP and Sanford HP agree to forego receiving any compensation for their properties. FLTF takes no position on the allocation of the Just Compensation.

3. Orders Vesting Title. The Boyce Entities agree to entry of the Consent Order (as defined below) in the Litigation vesting in FLTF, effective as of the time of filing of the condemnation actions on July 31, 2020 (the "Transfer Date"), title to all of the parcels of real property that are the subject of the Litigation, including flowage rights, and that are described in FLTF's Declarations of Taking dated July 24, 2020 and recorded on July 28, 2020 in Liber 01635, page 01153 of the Midland County Records and Liber 1184, page 698 of the Gladwin County Records, except as expressly limited or modified as follows:¹

- a) Edenville. The parcel in Midland County bearing the identification number 010-001-200-040-00 will be excluded and title to and ownership of such property shall remain with BM.
- b) Smallwood. The property to be taken by FLTF, and the various easements to be granted by and reserved to the parties hereunder, will result in the property boundaries as are illustrated in the attached Exhibit A and further described as follows:
 - i. FLTF will take fee title to the existing Smallwood Hydro Property, LLC lands identified as tax parcel #110-015-401-001-02 ("Parcel 02") and both the westerly portion and the portion south of the dam of tax parcel #110-015-401-001-03 ("Boyce Michigan 03"), together consisting of approximately 40.8 acres (the "FLTF Smallwood Parcel");
 - (a) The new boundary line between the FLTF Smallwood Parcel and the remainder of Boyce Michigan 03 may be adjusted to accommodate berms, which are estimated to be up to 100 feet wide, that will need to be built to contain flood water and any associated drainage and piping. The berms will be separated from any roads constructed within the easements granted under this section 3(b).

¹ Legal descriptions for the following easements and parcel splits will be determined through surveys of the parcels to be conducted by Spicer Group.

(b) Any easements granted under this section 3(b) must likewise accommodate the berms.

- ii. FLTF will grant BM a 66-foot wide ingress/egress easement (“Easement No. 1”) across the FLTF Smallwood Parcel. The south limit of Easement No. 1 is located 82 feet south of the north boundary of the FLTF Smallwood Parcel and extends from Oren Court east to the 715 feet contour. This easement will provide access to the remainder of “Boyce Michigan 03” as depicted on the attached Exhibit A. FLTF will build an access road with a berm in Easement No. 1.
- iii. FLTF will grant BM a 16-foot wide utility easement (“Easement No. 2”). The limit of Easement No. 2 is the north 16 feet of the FLTF Smallwood Parcel and extends from Oren Court east to the 715 feet contour. This easement will provide access to install utilities to the remainder of “Boyce Michigan 03” as depicted on the attached Exhibit A, and,
 - A. FLTF shall be notified 60 days prior to installation or maintenance, and
 - B. All construction must comply with dam safety standards.
- iv. BM will grant FLTF a 66-foot wide ingress/egress easement (“Easement No. 4”).² The south and west limit of Easement No. 4 is a point on the south boundary of the Boyce Michigan 03 being located at the intersection of a line that extends south from the west edge of the south most boundary of the FLTF Smallwood Parcel. Easement No. 4 includes a strip of land being 66 feet wide and located east of above described west limit and connects to the south boundary of each properties, and
 - A. FLTF will construct an access road within Easement No. 4 providing access to both the FLTF Smallwood Parcel and Boyce Michigan 03, and
 - B. The road will be completed by or about March 31, 2022.
- v. BM will grant FLTF a 34-foot wide utility easement (“Easement No. 8”). Easement No. 8 is a strip of land 34 feet wide being located adjacent to and east of Easement No. 4 and connecting to south boundary of each properties. This easement will provide access to install utilities to the FLTF Smallwood Parcel as depicted on the attached Exhibit A. BM shall be notified 60 days prior to installation or maintenance.

² The parties have intentionally omitted Easement No. 3.

- vi. FLTF grants BM a 34-foot wide utility easement (“Easement No. 9”). Easement No. 9 is a strip of land 34 feet wide being located adjacent to and north of Easement No. 8 and extending north to point where the FLTF Smallwood Parcel boundary angles in a northeast direction. This easement will provide access to install utilities to the BM property as depicted on the attached Exhibit A. FLTF shall be notified 60 days prior to installation or maintenance.
 - vii. BM will grant FLTF a 66-foot wide ingress, egress and utility easement (“Easement No. 5”) which shall be dedicated to the public. Easement No. 5 is a strip of land being 66 feet wide adjacent to the south boundary of Boyce Michigan 03. Easement No. 5 commences at the southwest corner of Boyce Michigan 03, connecting Mc Kimmey Road, and extending east to west limit of Easement No. 4, and
 - A. FLTF will construct an access road (which shall be dedicated to the public) within Easement No. 4 providing access to both the FLTF Smallwood Parcel and Boyce Michigan 03, and
 - B. The road will be completed by or about March 31, 2022.
 - viii. BM or Smallwood Properties, LLC, as applicable, will grant FLTF a 66-foot wide easement (“Easement No. 6”) along the western boundary of Boyce Michigan 03 from Wolverine Drive to the FLTF Smallwood Parcel, in a northeasterly direction along what is currently known as Wolverine Drive, until such time that new roads (which shall be dedicated to the public) are built to access along Easement No.4 and Easement No. 5.
 - ix. BM will grant FLTF an easement (“Easement No. 7”) being all land under the 690 feet contour on Boyce Michigan 03. Easement No. 7 is for access to the river, including any necessary maintenance, construction and recreational activities reasonably deemed acceptable by FLTF and flowage rights to elevation 690 feet. FLTF will grant BM access to the river per FERC or EGLE directives in connection with Smallwood Dam.
- c) Secord. The property to be taken by FLTF, and the various easements to be granted by and reserved to the parties hereunder are illustrated in the attached Exhibit B and further described as follows:
- i. FLTF will take fee title to the current Secord Hydro Property, LLC lands identified as tax parcel #130-015-300-001-03 and the easterly 2.76 acres (more or less) of the BM tax parcel 130-015-300-001-04 (the “FLTF Secord Dam Parcel”) being approximately 15.3 acres, as depicted in the attached Exhibit B (with BM retaining title to and ownership to the remainder of tax parcel 130-015-300-001-04 subject to the provisions hereof);

- ii. FLTF will grant to an ingress/egress easement for public access (“Easement No. 1”) on the FLTF Secord Dam Parcel as depicted in Exhibit B. The purpose of the easement is to provide public access to the water both upstream and downstream of the dam, subject to BM providing any additional easement needed to meet public access requirements.
- iii. BM will grant FLTF ingress/egress and public access easement (“Easement No. 2”) being the east 33-feet of the BM property. FLTF will fund the cost of constructing a gravel driveway with appropriate drainage needed by both FLTF and BM to gain access to their respective parcels, no later than December 1, 2021.
- iv. BM will grant FLTF a 66-foot wide ingress/egress easement (“Easement No. 3”). This easement will grant the full use of the currently existing dirt driveway for access to the FLTF Secord Dam Parcel until such gravel driveway is constructed in Easement No. 2.

All property and rights being transferred to FLTF described in this section 2 are collectively referred to herein as the “Property.” The Boyce Entities represent and warrant that, except as expressly provided herein, the boundaries and descriptions of the Property have not changed since June 8, 2020. To the extent not expressly provided for above, BM consents and agrees to transfer, through condemnation or otherwise (with no additional consideration other than the Just Compensation provided for herein), all parcels that comprise what is commonly referred to as the “bottomlands” of the pre-breach Wixom, Secord, and Smallwood Reservoirs.

4. Current Liabilities Associated with the Properties. FLTF shall take the Property in “as is, where is” condition. Notwithstanding the foregoing, FLTF does not and will not assume any liabilities associated with any alleged acts or omissions of any of the Boyce Entities, or the officers, directors, members or managers of same, that are alleged to have occurred before the date of this Agreement. FLTF will assume certain environmental compliance and remediation obligations, and other liabilities as described hereinafter:

(a) Assumed Liabilities. It is expressly understood and agreed that FLTF is only assuming the following liabilities of the Boyce Entities relating to the Property, all of which are assumed only from and after the Transfer Date:

- i. FLTF assumes all future repair, remediation, and restoration costs associated with the Property, as determined by FLTF to be required, or as required of the authorities under which FLTF may be regulated to be in compliance with any local, state or federal laws, regulations, or orders;
- ii. FLTF assumes the obligations and responsibilities for the Property related to local, state, or federal environmental and recreational requirements, including monitoring, restoration and ongoing compliance, of the authorities under which FLTF may be regulated, and including, without limitation, all non-monetary environmental obligations that “run with the land” under applicable law; and
- iii. FLTF agrees to assume the Boyce Entities’ responsibility for wetland restoration and monitoring in the settlement agreement with the State of Michigan, specifically

Michigan Department of Environmental Quality v Boyce Entities Hydro, LLC, Boyce Entities Hydro Power, LLC, Boyce Entities Michigan, LLC, Edenville Hydro Property, LLC, and Lee W. Mueller, Case No. 16-8538-CE (“EGLE Wetland Matter”).

(b) Retained Liabilities. Other than those expressly identified in paragraph 3(a) above, FLTF shall not assume and shall not be responsible to pay, perform or discharge any of the Boyce Entities’ liabilities related to the Property, including but not limited to:

- i. Monetary fines, penalties or costs, if any, due to the State of Michigan in the settlement agreement in the EGLE Wetland Matter;
- ii. Monetary fines, penalties, actions or costs, if any, associated with the Boyce Entities holding or surrendering, or the revocation of, the FERC Licenses on the Edenville, Smallwood, Secord and Sanford Dams;
- iii. any Liabilities or obligations for taxes relating to the Property prior to the Transfer Date;
- iv. any claims, demands, lawsuits, judgments asserted, pending or threatened against the Boyce Entities or that relate to any of the Boyce Entities’ ownership or operation of the Boyce Entities’ business prior to the date of this Agreement, even if asserted after the date of this Agreement except those liabilities assumed by FLTF in paragraph 3(a)(i)-(iii) above;
- v. any Liabilities or obligations of the Boyce Entities relating to or arising out of (i) the employment, or termination of employment, of any employee prior to the date of this Agreement, or (ii) workers' compensation claims of any employee which relate to events occurring prior to the date of this Agreement.

Moreover, for the avoidance of doubt, FLTF is not assuming any liabilities, including not assuming any of the liabilities set forth in paragraph 3(a)(i)-(iii) above, for the properties that BM is retaining hereunder (all liabilities associated with those properties shall remain with BM).

5. Treatment of Proceeds of HoldCo Property. The Just Compensation will be paid to the Debtors’ bankruptcy counsel to be held in trust to be distributed as the Bankruptcy directs pursuant to the Debtors’ Joint Consolidated Chapter 11 Plan of Liquidation (Docket No. 262; as the same may be amended or modified from time to time, the “Plan”) or otherwise (including in accordance with the order approving this Agreement and the Gerace Agreement). The HoldCos’ interests in the Property and proceeds thereof as provided for above shall be subject to the limited jurisdiction of the Bankruptcy Court for the purpose of approving and enforcing this Agreement. The order approving this Agreement and the order confirming the Plan will specifically provide that the Just Compensation paid to the Boyce Entities on account of the Property constitutes reasonably equivalent value. The provisions of this Agreement will be binding on any subsequent liquidating agent, Chapter 11 trustee or Chapter 7 trustee, and on the parties in the event of dismissal of the Bankruptcy Cases. Subject to the terms hereof, all of the Boyce Entities agree that they will not oppose necessity, possession, and/or the amount of the Just Compensation to be paid for all of their right, title and interest in the Property.

6. Bankruptcy Court Approval. The Debtors will request that the Bankruptcy Court approve this Agreement immediately. The Debtors further agree that the order approving this

Agreement will provide that the automatic stay imposed by Section 362 of the Bankruptcy Code shall be lifted to permit all actions necessary to implement the terms and conditions of this Agreement.

7. Cooperation in Bankruptcy Cases. Upon execution hereof, FLTF agrees to work with the Debtors in good faith and to support the Debtors' efforts to obtain approval of this Agreement.

8. Entry of Consent Judgment. As quickly as possible following the Bankruptcy Court approving this Agreement, the parties will cooperate in submitting a consent judgment ("Consent Judgment") consistent with the terms of this Agreement in the Litigation.

9. State Court Jurisdiction. The pending motions for summary disposition filed by the Boyce Entities in the Litigation will be withdrawn, and orders will enter (prior to the orders vesting title provided for above) acknowledging that both the Gladwin Circuit and the Midland Circuit Courts have subject matter jurisdiction over the Litigation.

10. Waiver of Claims. FLTF and FLOC waive any claim they might have or otherwise assert against the Debtors, BM, and the HoldCos (including, without limitation, all claims known or unknown, all existing or future claims relating to the Property, and all claims against the Liquidating Trust established by the Plan). However, in the event the insurance settlement in the Bankruptcy Case is not approved, FLTF and FLOC will not release whatever rights it may have as a named additional insured party on the Boyce Entities' liability insurance policy or policies, nor will it waive any claim against the insurers under such policy or policies for defense or indemnity or under any other insurance policy under which it is a named insured or otherwise entitled to same (for the sake of clarity, nothing in the foregoing shall expand any rights that FLTF or FLOC may have under such policies).

11. FERC Licenses. FLTF is not seeking any transfer of, and assumes no responsibility or liability under, any licenses issued to BHP or any rights or responsibilities of any other Boyce Entity associated with such licenses. FLTF understands that this Agreement may result in the surrender of BHP's FERC licenses, and therefore agrees to cooperate with BHP in its efforts to ensure that this settlement and the resultant transfer of the Property is aligned with BHP's surrender of its FERC licenses (and / or to otherwise cooperate in BHP surrendering such licenses). Nothing in this paragraph shall be construed, however, as limiting FLTF's ability to seek, apply for, or obtain a license or licenses from FERC in the future.

12. Transition. Recognizing that time is of the essence, and FLTF has determined it needs to have the following as quickly as possible in order to stabilize and prepare for operations of the four dams and bottomlands for the winter and spring seasons, the Boyce Entities will provide FLTF as promptly as possible following execution of this Agreement the following information and access (for the sake of clarity, the access provided for in subparagraphs (c), (d), (e), and (f) shall occur immediately upon execution of this Agreement subject to the protections provided for below):

- a) Upon Court approval of the Agreement, all current and historical documentation related to the construction, repair and operation of the dams (including without

limitation, all manuals, service and maintenance records, original dam construction drawings, and FERC correspondence files and technical reports that were retained as of November 1, or at any Facilities on the Properties);

- b) Upon Court approval of the Agreement, for the time period covering 15 May, 2020 through 21 May, 2020, all available documents retained by Boyce Hydro relating to the following:
 - i. Daily rainfall amounts recorded at each of the four Boyce Dam;
 - ii. Reservoir impoundment levels recorded on a daily basis at each of the four Boyce Dams;
 - iii. Maximum (peak) height of the radial arm Tainter gate opening achieved at the Secord and Smallwood Dams; and,
 - iv. Available flow rates.
- c) access to properties in Exhibit A and Exhibit B, to survey and define the legal descriptions for the parcels and easements referenced herein;
- d) continued access to Boyce Entities' employees, specifically Greg Uhl, for their knowledge and experience, and assistance with, operations and maintenance and improvements, with FTLF able to offer these employees employment offers after court approval of this Agreement;
- e) access to all properties to be acquired, for any repair, engineering inspections or measurements, improvement or emergency operations, it deems necessary;
- f) cooperation and reasonable effort in permitting and approval that may be required before the Property is vested to FLTF; and,
- g) a final list of personal property the Boyce Entities will remove by December 30, and all other equipment will be deemed abandoned.

All access contemplated above will be provided subject to the same the terms and conditions (and protections for the Boyce Entities) as were provided for in the access agreement previously entered into and filed as Exhibit A to Docket No. 222 in the Bankruptcy Cases as the same may be amended from time to time (and the Parties agree to work together to promptly execute any documents reasonably needed to reflect same). Boyce agrees not to interfere with any of the activities or operations of FLTF as contemplated in this agreement.

13. Limited Admissibility. This Agreement and any negotiations relating hereto are subject to Federal Rule of Evidence 408, Michigan Rule of Evidence 408 and any other applicable laws, and shall not be admissible in any proceeding to establish the validity or lack of validity of any claim. Notwithstanding the foregoing, the parties acknowledge that this Agreement is subject to court approval and shall be filed, without sealing, in the Litigation and/or the Bankruptcy Case. Without limiting the generality of the foregoing, the parties and their counsel agree that this Agreement shall not be admissible in any condemnation action other than the Litigation.

14. Authority; Advice of Counsel. Each signatory below represents and warrants that he has the authority to bind the entities for which he is signing. Each signatory below further acknowledges that he has had the opportunity, for himself and on behalf of each entity for which he has signed this Agreement, that he has discussed, or had ample opportunity to discuss, the terms set forth herein with legal counsel.

15. Good Faith. The parties will act in good faith to effectuate the terms of this Agreement and to execute such other and further documents as are necessary to give effect to the provisions hereof.

16. Governing Law. The terms of this Agreement shall be governed by Michigan law without regard to its conflict of laws provisions.

FOUR LAKES TASK FORCE

By: _____
David E. Kepler, II
Its: President

FOUR LAKES OPERATIONS CORPORATION

By: _____
David E. Kepler, II
Its: President

EDENVILLE HYDRO PROPERTY, LLC

By: Lee W. Mueller
Lee W. Mueller
Its: Co-Manager

SMALLWOOD HYDRO PROPERTY, LLC

By: Lee W. Mueller
Lee W. Mueller
Its: Co-Manager

SECORD HYDRO PROPERTY, LLC

By: Lee W. Mueller
Lee W. Mueller
Its: Co-Manager

BOYCE HYDRO POWER, LLC

By: Lee W. Mueller
Lee W. Mueller
Its: Co-Manager

BOYCE HYDRO, LLC

By: Lee W. Mueller
Lee W. Mueller
Its: Co-Manager

BOYCE MICHIGAN, LLC

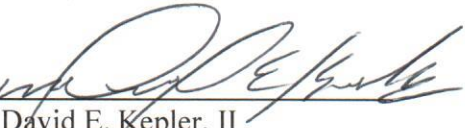
By: Lee W. Mueller
Lee W. Mueller
Its: Co-Manager

SANFORD HYDRO PROPERTY, LLC

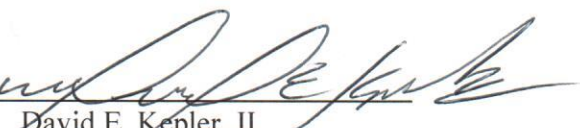
By: Lee W. Mueller
Lee W. Mueller
Its: Co-Manager

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FOUR LAKES TASK FORCE

By: 
David E. Kepler, II
Its: President

FOUR LAKES OPERATIONS COMPANY

By: 
David E. Kepler, II
Its: President

EDENVILLE HYDRO PROPERTY, LLC

By: _____
Lee W. Mueller
Its: Co-Manager

SMALLWOOD HYDRO PROPERTY, LLC

By: _____
Lee W. Mueller
Its: Co-Manager

SECORD HYDRO PROPERTY, LLC

By: _____
Lee W. Mueller
Its: Co-Manager

BOYCE HYDRO POWER, LLC

By: _____
Lee W. Mueller
Its: Co-Manager

BOYCE HYDRO, LLC

By: _____
Lee W. Mueller
Its: Co-Manager

BOYCE MICHIGAN, LLC

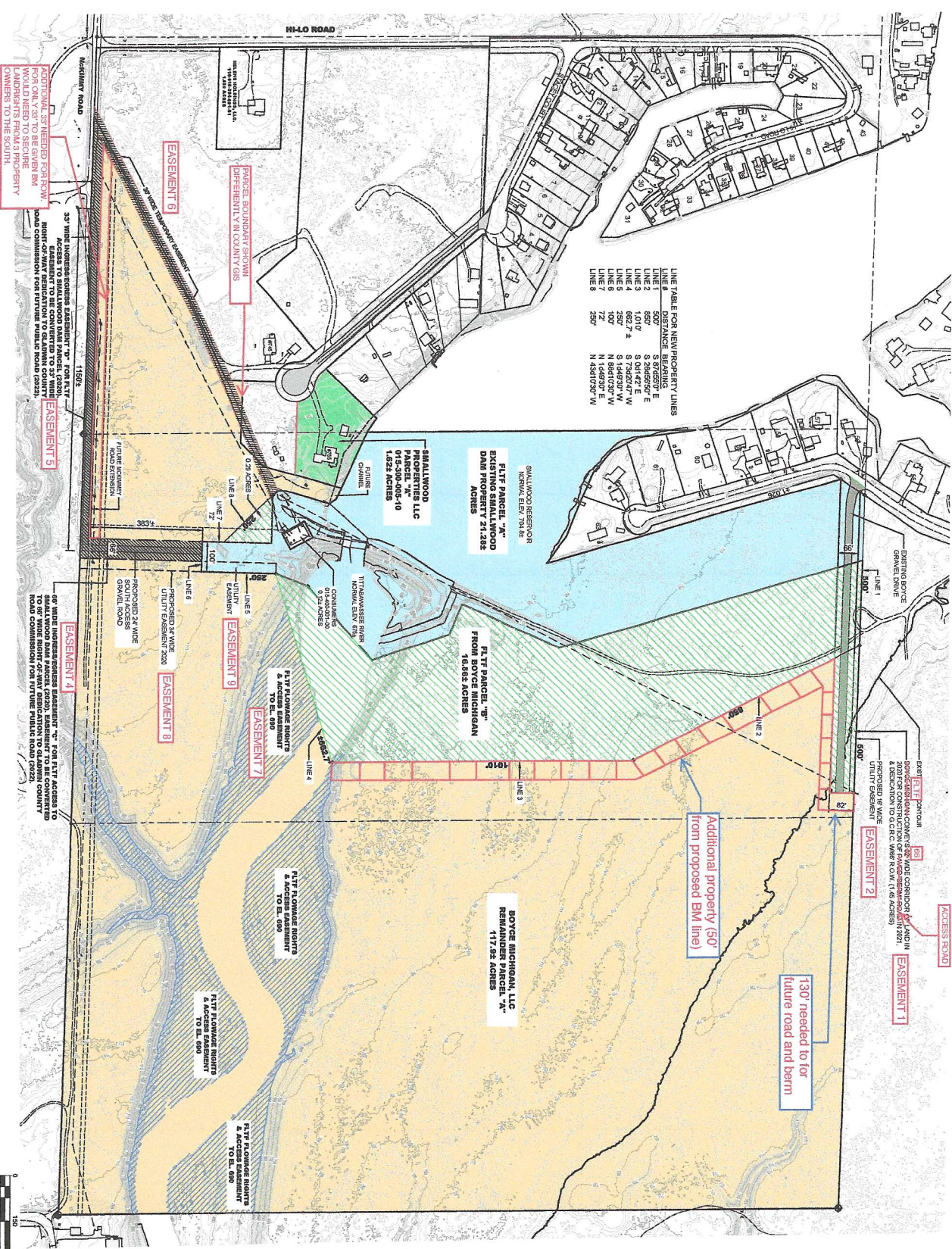
By: _____
Lee W. Mueller
Its: Co-Manager

SANFORD HYDRO PROPERTY, LLC

By: _____
Lee W. Mueller
Its: Co-Manager

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Exhibit A



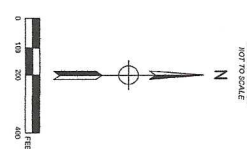
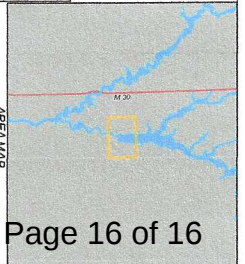
THIS DRAWING IS BASED ON THE CERTIFIED SURVEY PREPARED BY LORENZ SURVEYING & ENGINEERING, INC. DATED 10/08/2011 AND SUBSEQUENT SURVEYS AND TOPOGRAPHIC MAPPING. THE EXISTING PROPERTY BOUNDARIES ARE AS RECORDED ON 01/09/2020 IN LIBER 1170, PAGES 862 AND 864, WITH THE GLADWIN COUNTY REGISTER OF DEEDS. PREVIOUS PROPERTY BOUNDARIES WERE RECORDED IN LIBER 954, PAGES 70-72.

<p>BOYCE MICHIGAN, LLC Lee W. Lee, Jr., Member Manager</p> <p>10120 W. Fritch Road, #400 Lansing, MI 48147</p>	<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>0</td> <td>06/10/2017</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>1</td> <td>09/15/2018</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>2</td> <td>01/13/2020</td> <td>ISSUED FOR PERMITS</td> </tr> </table>	NO.	DATE	DESCRIPTION	0	06/10/2017	ISSUED FOR PERMITS	1	09/15/2018	ISSUED FOR PERMITS	2	01/13/2020	ISSUED FOR PERMITS	<p>LICENSE STAMP</p> <p>10120 W. Fritch Road, #400 Lansing, MI 48147</p>	<p>DRAWING TITLE</p> <p>SMALLWOOD DAM AREA TITTMANWEE RIVER</p> <p>PROPERTY OWNERS FROM SMALLWOOD HYDRO POWER, LLC & BOYCE MICHIGAN, LLC</p> <p>FOUR LINES TASK FORCE</p> <p>SECTION 16, T4N, R17W, GLADWIN COUNTY, MI</p>	<p>SCALE 1" = 150'</p> <p>DRAWING NO. 10112-4-000</p> <p>PROJECT # 00</p> <p>DATE 10/27/2020</p> <p>1 OF 1</p>
NO.	DATE	DESCRIPTION														
0	06/10/2017	ISSUED FOR PERMITS														
1	09/15/2018	ISSUED FOR PERMITS														
2	01/13/2020	ISSUED FOR PERMITS														

Exhibit B

PROPERTY REQUIRED TO OPERATE & MAINTAIN DAM

REVISED (OCTOBER, 2020)
EXHIBIT B - SECOND DAM
SECOND TOWNSHIP



- LEGEND**
- EXISTING DAM PROPERTY
 - PROPOSED DAM PROPERTY
 - AREAS TO BE RETAINED BY BOYCE MICHIGAN LLC
 - AREAS REQUIRED TO OPERATE/MAINTAIN DAM/PROPERTY
 - INGRESS/EGRESS FROM FLT TO BOYCE
 - INGRESS/EGRESS EASEMENT FROM BOYCE TO FLT
 - COUNTY ROADS
 - LOCAL ROADS
 - SECTION

ALL PARCEL BOUNDARIES SHOWN FROM CALDWELL COUNTY GIS AND NOT SURVEY ACCURATE

BY	DATE	REVISIONS

SECOND DAM
GLADWIN COUNTY, MICHIGAN

DAM PROPERTY MAP
EXHIBIT B

SPICER GROUP

2025 S. HARRIS AVENUE
ANN ARBOR, MI 48106
TEL: 734.769.8800
WWW.SPICERGROUP.COM

DESIGN: JACOB
DRAWN: JACOB
CHECKED: JACOB
DATE: OCTOBER 2020
SCALE: AS SHOWN

SHEET 2 OF 2
DR