STATE OF MICHIGAN
IN THE COURT OF CLAIMS

TANNER CREEK DRAIN NO. 514 DRAINAGE DISTRICT; PAINTERVILLE DRAIN NO. 388 DRAINAGE DISTRICT; and BERRIEN COUNTY DRAIN COMMISSIONER,

Plaintiffs,

v

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY,

Defendant,

and

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY,

Counter-Plaintiff,

v

BERRIEN COUNTY DRAIN COMMISSIONER,

Counter-Defendant.

No. 23-000058-MZ

HON. JAMES R. REDFORD

CONSENT JUDGMENT

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CONSENT JUDGMENT

Plaintiffs Tanner Creek Drain No. 514 Drainage District and Painterville Drain No. 388 Drainage District (the Drainage Districts) and Plaintiff/Counter-Defendant Berrien County Drain Commissioner (the Commissioner) and Defendant/Counter-Plaintiff Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division (WRD) (collectively, the Parties), agree that the settlement of this action is in the public interest and consent to the entry of this Consent Judgment, without further litigation, as the most appropriate means of resolving the allegations raised by the Parties.

The Commissioner is an elected official established under Section 21 of the Drain Code of 1956, MCL 280.21, and is charged with performance of statutory duties under the Code. The Commissioner has jurisdiction over miles of drains in Berrien County, including the Tanner Creek and Painterville Drains, and acts on behalf of the Tanner Creek Drain No. 514 Drainage District and the Painterville Drain No. 388 Drainage District.

On or about July–August 2021, the former Commissioner performed "emergency maintenance and repair of the [Tanner Creek] drain, including reconstruction and restoration of the drain's banks" (Work) in a regulated critical dune area without a permit. The Work took place along the streambanks of the legally established Tanner Creek Drain, located in Bridgman, Berrien County, Michigan, T06S, R19W, Section 18 (Property).

The Plaintiffs filed a complaint against EGLE on April 24, 2023, seeking a declaration regarding two Sections of Part 353, Sand Dune Protection and

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Management, of the Michigan Natural Resources and Environmental Protection Act (NREPA) MCL 324.35301 *et seq.* (Part 353). Specifically, the Commissioner alleged that the Work conducted in the Tanner Creek Drain and future Work planned in the Painterville Drain were exempt from Part 353 permitting requirements under MCL 324.35306(4) because the Tanner Creek and Painterville Drains were "utility facilities" under Part 353. The Plaintiffs further alleged that even if the Work conducted in the Tanner Creek Drain and proposed in the Painterville Drain were not exempt under MCL 324.35306(4), that such Work would not require a permit pursuant to MCL 324.35306(1) because the Drains were "existing and lawful within the critical dune area."

EGLE filed a counterclaim against the Commissioner on May 31, 2023, alleging that the Work conducted in the Tanner Creek Drain required a permit under MCL 324.35304(1). EGLE requested that the Commissioner be ordered to restore the impacted critical dune area as well as pay a civil fine.[1]

This Consent Judgment is for settlement purposes to resolve the specific issues addressed herein prior to trial. The signing of this Consent Judgment by the Plaintiffs and EGLE WRD is neither an admission nor a denial of liability with respect to any issue dealt within this Consent Judgment and is neither an admission nor denial of any factual allegations or legal conclusions stated or implied herein or in the complaint or counterclaim.

[1] A new Berrien County Drain Commissioner was elected in November 2024 since Plaintiffs' 2023 lawsuit was filed in the Court of Claims.

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This Consent Judgment requires the completion of specific activities (as identified in Section VI herein) by the Tanner Creek Drain No. 514 Drainage District (Tanner Creek Drain) on the Property for the settlement of Plaintiffs' April 24, 2023 complaint against EGLE, as well as EGLE's May 31, 2023 counterclaim against the Commissioner. As the financially responsible entity, the Tanner Creek Drain agrees to complete all restoration activities on behalf of the Drainage Districts and the Commissioner.

NOW THEREFORE, before taking of any testimony, and without trial of any issue of fact or law related to the restoration of critical dune areas on the Property only, and upon the consent of the Parties, by their attorneys in this case, it is ORDERED and ADJUDGED:

I. JURISDICTION AND VENUE

1.1. This Court has jurisdiction over the subject matter of this action pursuant to MCL 600.6419(1)(b). The Court has personal jurisdiction over the Commissioner pursuant to MCL 600.701 and MCL 600.705.

1.2. Venue in this Court is proper pursuant to MCL 600.6419(1)(b) and MCR 2.203(A).

1.3. The Court has determined that the terms and conditions of this Consent Judgment are reasonable and adequately protect the interests of the People of the State of Michigan.

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II. APPLICATION

2.1. The provisions of this Consent Judgment shall be binding on the Parties to this action and their successors and assigns.

2.2. The Commissioner, on behalf of Tanner Creek Drain, shall provide a copy of this Consent Judgment to all contractors, subcontractors, and/or consultants that are retained to conduct any portion of the duties to be performed pursuant to this Consent Judgment, prior to the commencement of any work by such person pursuant to this Consent Judgment.

2.3. Notwithstanding the terms of any contract(s) that the Commissioner and Tanner Creek Drain may enter with respect to any duties to be performed pursuant to this Consent Judgment, the Commissioner and Tanner Creek Drain are responsible for compliance with the terms of this Consent Judgment and shall ensure that all contractors, subcontractors, consultants, and/or employees perform all compliance and restoration activities in full conformance with the terms and conditions of this Consent Judgment.

2.4. The signatories of this Consent Judgment certify that they are authorized to execute this Consent Judgment and to legally bind the Party that they represent, including their successors.

III. OBJECTIVE OF THIS CONSENT JUDGMENT

3.1. The Parties' objective of this Consent Judgment is to resolve the agreed-upon restoration on the Property in a manner and under terms satisfactory to the Parties. This Consent Judgment does not include a civil fine or require any

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payment to Defendant/Counter-Plaintiff for restabilization of a critical dune pursuant to MCL 324.35310(4).

IV. DEFINITIONS

4.1. Whenever the terms set forth below are used in this Consent Judgment, the following definitions shall apply:

a. "Defendant/Counter-Plaintiff" means the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

b. "Effective Date" means the date of entry of this Consent Judgment by the Court.

c. "EGLE" means the Michigan Department of Environment, Great Lakes, and Energy.

d. "Paragraph" means a portion of this Consent Judgment identified by an Arabic number.

e. "Part 353 of the NREPA" means Part 353, Sand Dune Protection and Management, of the Michigan Natural Resources and Environmental Protection Act (NREPA), being MCL 324.35301 *et seq.*

f. "Party" means the Plaintiffs or the Defendant/Counter-Plaintiff. "Parties" mean the Plaintiffs and the Defendant/Counter-Plaintiff.

g. "Plaintiffs" refers collectively to the Tanner Creek Drain No. 514 Drainage District, the Painterville Drain No. 388 Drainage District, and the Berrien County Drain Commissioner.

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h. "Plaintiff/Counter-Defendant" means the Berrien County Drain Commissioner, who for the purposes of this agreement acts on his own behalf as well as on behalf of the Drainage Districts.

i. "Property" means the areas where Work took place along the streambank of the Tanner Creek Drain and within the established Drain easement over which the Commissioner has jurisdiction, located in Bridgman, Berrien County, Michigan, T06S, R19W, Sections 13, 18, and 24 as described in the Restoration Plan dated May 19, 2025.

j. "Section" means a portion of this Consent Judgment identified by a Roman numeral.

k. "Tanner Creek Drain" means the Tanner Creek Drain No. 514 Drainage District.

l. "WRD" means the Water Resources Division within the Michigan Department of Environment, Great Lakes, and Energy.

4.2. Unless otherwise defined herein, all terms used in this document that are defined in the pertinent parts of the NREPA, being MCL 324.101 *et seq.* and associated administrative rules and permits shall have the same meaning in this document as in those pertinent parts, rules, and permits.

V. COMPLIANCE WITH STATE AND FEDERAL LAWS

5.1. All actions required to be taken pursuant to this Consent Judgment shall be undertaken in accordance with the requirements of all applicable state and federal laws, rules, and regulations including the procurement of all necessary permits and approvals, if applicable. Notwithstanding the foregoing, the activities

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described in Section VI, Restoration Program, are authorized by this Consent Judgment and no permit under Part 353, Part 301 or Part 303 of the NREPA is required for the specific restoration activities described in this Consent Judgment.

VI. RESTORATION PROGRAM

6.1. The Tanner Creek Drain shall implement all critical dune restoration activities in accordance with the approved Restoration Plan attached as **Exhibit 1**, Restoration Plan, dated May 19, 2025, which is incorporated as part of this Consent Judgment.

6.2. To fulfill its obligations under this Consent Judgment, the Tanner Creek Drain shall fund and carry out all necessary activities, and shall:

a. Employ such professionals as are required to design and oversee the activities and pay their associated fees and expenses;

b. Contract with such persons or firms as are necessary to construct or perform the activities and pay all amounts their contracts may require;

c. Purchase all equipment, materials, and other resources needed for such activities;

d. Secure and fund such professional and financial services as are necessary to finance the costs of the Restoration Plan and other activities required hereunder;

e. Establish, finance, and fund a contingency fund for the Restoration Plan in an amount equal to 15% of the total computed costs; and

f. Pay all other costs and expenses reflected in any computation of costs for the Restoration Plan.

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6.3. The Commissioner shall provide written notification to WRD, via MiEnviro Portal or e-mail address as provided in Paragraph 10.1 of this Consent Judgment, at least five (5) days prior to the start of restoration activities.

6.4. The Tanner Creek Drain shall complete the critical dune area restoration activities in accordance with the following schedule:

a. Start of construction by mid-September 2026;

b. Drain work complete by December 31, 2026;

c. Plantings completed in the Fall of 2026 and Spring of 2027;

d. Final Project Completion and review by June 1, 2027.

6.5. The Parties may agree in writing to modifications of this schedule for good cause shown, including but not limited to, contractor delays, adverse weather conditions, or the unavailability of specified materials. Any modification shall comply with Section 14.3 of this Agreement. If any portion of the restoration activities can be completed early, the Commissioner shall notify EGLE at least five (5) days prior to the start of restoration activities.

6.6. The Commissioner agrees that no additional rock rip rap will be used and/or brought on site to complete the restoration activities as identified in the Restoration Plan (Exhibit 1).

6.7. Within 10 days after completion of the restoration activities, the Commissioner shall provide to WRD, via MiEnviro Portal or by e-mail address as provided in Paragraph 10.1 of this Consent Judgment, written notification of completion of the restoration activities.

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6.8. The Commissioner shall be responsible for monitoring the Critical Dune Restoration Area as identified in the approved Restoration Plan, dated May 19, 2025, for a period of three (3) Growing Seasons, defined as April 15 through October 15 following completion of the restoration work (Monitoring Period).

6.9. Vegetation and coir rolls shall be subject to one year of monitoring, covering one full Growing Season after installation, and the Commissioner, acting on behalf of the Tanner Creek Drain, shall replace any plantings that fail to become established and resecure and/or replace coir rolls up to 25% of the total linear feet of coir rolls, as necessary. 'Failure' of vegetation to become established shall be defined as less than 75% uniform vegetative cover across the planted areas after one full Growing Season. 'Failure' of coir rolls shall be defined as the displacement of more than 10% of a roll's length from its installed alignment or the functional degradation of more than 25% of its material.

6.10. Should the critical dune area restoration fail to become sufficiently stabilized, or the revegetation fail to become established as defined by the standards in Paragraph 6.9 after the first year but within the Monitoring Period, the Commissioner, acting on behalf of the Tanner Creek Drain, will:

a. Assess the problem(s) and identify the probable causes;

b. Develop reasonable and necessary corrective measures as a revision to the original Restoration Plan;

c. Submit a copy of the proposed corrective measures to the WRD for review; and

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d. Upon WRD approval, implement the corrective measures in accordance with the schedule in the approved corrective measures plan.

6.11. The Parties agree that should the bioengineering methods identified in the Restoration Plan fail within the Critical Dune Restoration Area after the Tanner Creek Drain has exhausted its obligations to repair those measures consistent with Paragraphs 6.8 – 6.10 within the Monitoring Period, at the request of the Commissioner, EGLE WRD will in good faith review proposed modifications to the Restoration Plan submitted by the Commissioner to address those failures by alternative solutions, including hardening measures, consistent with this Consent Judgment and EGLE WRD's authority under Part 353.

6.12. Any proposed and subsequently approved modifications to the Restoration Plan within the Monitoring Period will not require the Commissioner to submit a permit application so long as the modification is within the identified Critical Dune Restoration Area and within the scope of the work described in the Restoration Plan.

6.13. For any issue arising outside the Critical Dune Restoration Area, the Commissioner shall call EGLE WRD (Zach Chamberlin at (269) 716-4894; chamberlinz@michigan.gov and/or John Bayha with the Kalamazoo District Office at (269) 568-2680; bayhaj@michigan.gov (until otherwise notified)) to determine next steps, if any, including the issuance of emergency permits where warranted.

6.14. Other than what is specifically authorized in this Consent Judgment and the approved Restoration Plan (Exhibit 1), the Commissioner is required to

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submit a permit application to EGLE WRD prior to initiating any additional use not contemplated by this Consent Judgment within a critical dune area, as defined by Part 353, within the Tanner Creek Drain and Painterville Drain. This includes future maintenance and activities within the critical dune area in the Tanner Creek Drain as well as the previously planned Work in critical dune areas of the Painterville Drain, except as specifically provided in this Consent Judgment and the Restoration Plan (Exhibit 1).

6.15. After the Monitoring Period has lapsed, the Commissioner, and the Commissioner's successors in office, shall be subject to EGLE WRD's standard permitting criteria and the Commissioner will be required to complete any necessary application(s) prior to conducting any use within the Tanner Creek Drain and Painterville Drain to the extent required by law.

6.16. Garlic Mustard, Japanese Barberry, and other invasive species encountered within the Critical Dune Restoration Area (within the established Drain easement) will be controlled/removed in accordance with the cooperative invasive species management area (CISMA) or State of Michigan invasive species program recommendations and guidelines. The invasive species treatment areas will be monitored and re-treated as necessary for one (1) full Growing Season after the initial treatment and will be reviewed and reported on within the three (3) year Monitoring Period as described in Paragraph 6.8.

6.17. The Tanner Creek Drain shall conduct up to four (4) additional invasive species treatments, as needed, during the Monitoring Period.

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6.18. Invasive species treatments will be performed exclusively within the established Drain easement areas and shall be completed in the recommended seasonal time frames while avoiding impacts to the Weko Beach Campground.

6.19. The Tanner Creek Drain shall secure permission, as applicable, from any adjacent property owners, including the City of Bridgman, for use of property to access the Critical Dune Restoration Area.

VII. REPORTING

7.1. The Commissioner shall report any change in circumstance or potential deviation from the requirements of the Restoration Plan described in Section VI of this Consent Judgment to EGLE WRD within 10 (ten) business days of the Commissioner having actual knowledge of such deviation by providing written notification via MiEnviro Portal or by e-mail address as provided in Paragraph 10.1 of this Consent Judgment. To the extent practicable, the written report shall include a detailed description of the change in circumstance or potential deviation, the precise or suspected cause or causes of the change in circumstance or potential deviation, a detailed description of any action taken or proposed to correct the change in circumstance or potential deviation, and a schedule for the implementation of any proposed corrective action. The Commissioner shall report any anticipated violation of this Consent Judgment to EGLE WRD in advance of the relevant deadlines whenever reasonably practicable.

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VIII. ACCESS

8.1. Upon the effective date of this Consent Judgment, and until critical dune area restoration is complete in the manner described above, WRD and its staff, employees, contractors, and consultants shall, upon presentation of proper credentials, have access at all reasonable times to the Property to inspect and determine compliance with this Consent Judgment. WRD shall provide the Commissioner or a designated agent with notice at least 24 hours in advance of any such inspection.

IX. CIVIL FINE

9.1. The Parties have agreed that no civil fine and no cost recovery by EGLE WRD will be sought.

X. NOTICES

10.1. Unless otherwise specified by this Consent Judgment, any submittal, notice, report, or documentation required by this Consent Judgment shall be submitted to the attention of:

For EGLE WRD:

Zach Chamberlin
EGLE – WRD
Shorelands Specialist
P.O. Box 30458
Lansing, MI 48909-7958
(269) 716-4894
chamberlinz@michigan.gov

Jeff Fischer
EGLE – WRD
PO Box 30458
Lansing, MI 48909-7958
(269) 568-2680
fischerj1@michigan.gov

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For the Plaintiffs:

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Thaddeus J. Hackworth
Corporate Counsel
Berrien County
701 Main Street, 4th Floor
St. Joseph, MI 49085
(269) 983-7111, Ext. 8416
thackworth@berriencounty.org

10.2. Either Party may substitute for those designated to receive such notices by providing prior written notice to the other Party.

XI. DISPUTE RESOLUTION

11.1. The Parties shall diligently and in good faith attempt to resolve any dispute related to this Consent Judgment by informal negotiations prior to resorting to enforcement by the Court.

11.2. The Party seeking to initiate dispute resolution shall provide the other Party with a written Notice of Dispute. The Notice shall describe the nature of the dispute and the initiating Party's desired resolution.

11.3. Within fourteen (14) days of receipt of the Notice of Dispute, designated representatives of the Parties with settlement authority shall confer in good faith to attempt to resolve the dispute.

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11.4. If the Parties cannot resolve the dispute within thirty (30) days of the initial conference, the Parties may, by mutual agreement, engage in non-binding mediation with a neutral mediator.

11.5. If the dispute is not resolved within forty-five (45) days of the Notice of Dispute, or if the Parties mutually waive the negotiation period, either Party may file an appropriate motion with the Court of Claims to resolve the matter. The time periods herein may be modified by written agreement of the Parties in accordance with Paragraph 14.3.

XII. STIPULATED PENALTIES

12.1. In the event of noncompliance with the terms of this Consent Judgment that is not resolved during the Cure Period pursuant to Paragraph 12.3, the noncompliant drainage district (Tanner Creek Drain No. 514 Drainage District or Painterville Drain No. 388 Drainage District) shall be subject to stipulated penalties. Penalties shall be assessed at a rate of $250.00 per day following the Cure Period. Failure to make any payment required by this Consent Judgment constitutes a violation of the terms of this Consent Judgment and is subject to an interest penalty calculated in accordance with MCL 600.6013(8), using the full increment of the amount due as principal, calculated from the due date specified in this Consent Judgment until the date that the delinquent payment is finally paid in full. Any stipulated penalties and interest payments must be paid in the form of a certified or cashier's check made payable to the "State of Michigan." Payments shall be sent to:

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Accounting Services Division
Cashier's Office for EGLE
P.O. Box 30657
Lansing, Michigan 48909-8157

To ensure proper credit, the check shall reference Payment Identification Number WRD40403.

12.2. All transmittal correspondence shall state that the payment is for stipulated penalties and shall identify the violations for which the stipulated penalties are being paid.

12.3. Demand for Stipulated Penalties. EGLE WRD may seek stipulated penalties under Section XII by sending a written demand for the payment of stipulated penalties to the Commissioner. A written demand by EGLE WRD for the payment of stipulated penalties will identify the particular violation(s) to which the stipulated penalty relates; the stipulated penalty amount that EGLE WRD is demanding for each violation; the calculation method underlying the demand; and the grounds upon which the demand is based. Upon receipt of a written demand for stipulated penalties by EGLE WRD, the Commissioner, on behalf of the Drainage Districts, shall have a thirty (30) day "Cure Period" to correct the violation. No penalties shall accrue during this Cure Period. EGLE WRD may waive stipulated penalties or reduce the amount of stipulated penalties it seeks. While EGLE WRD shall not unreasonably withhold its agreement to waive or reduce stipulated penalties, whether to waive or reduce any stipulated penalties is within EGLE WRD's sole discretion.

12.4. Stipulated Penalty Accrual. Stipulated penalties shall begin to accrue at the end of the Cure Period and will continue to accrue until performance is

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satisfactorily completed or the violation ceases, whichever is applicable. Stipulated penalties shall be limited to one assessment per day and shall not accrue while a motion concerning the violation or the associated penalties is pending with the court, if applicable.

12.5. Stipulated Penalty Due Date. Stipulated penalties shall be paid no later than thirty (30) days after receipt of a written demand by EGLE WRD as described in Paragraph 12.3. Demands for payment of stipulated penalties shall be sent via certified mail to ensure accuracy regarding the date of receipt.

XIII. EFFECT OF THE SETTLEMENT

13.1. This Consent Judgment resolves any and all claims made in the Plaintiffs' complaint against EGLE as well as EGLE's counterclaim against the Commissioner.

13.2. The Parties agree that this settlement is a compromise reached to resolve the specific matters in controversy in this litigation. It shall not be construed as a waiver, admission, or legal precedent regarding the applicability of Part 353 or Part 301 of the NREPA to any drain or any activities not expressly identified in the Plaintiffs' complaint and this Consent Judgment. The Plaintiffs reserve all statutory and legal arguments regarding jurisdiction and permitting exemptions for any drain or project not explicitly resolved by this Consent Judgment.

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XIV. GENERAL PROVISIONS

14.1. Third Parties. This Consent Judgment does not limit or affect the rights of the Parties against any third parties.

14.2. Severability. Should any provision of this Consent Judgment be declared by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions shall remain in full force and effect.

14.3. Modification. This Consent Judgment, including any attached exhibits or appendices, shall not be modified except by written agreement of the Parties and, if a modification constitutes a material change, by Order the Court upon joint motion by the Parties. No party may petition the court for a modification of this Consent Judgment without first having made a good faith effort to reach agreement with the other party on the terms of any such modification.

14.4. Force Majeure. The Plaintiffs shall perform the requirements of this Consent Judgment within the stated time limits, unless performance is prevented or delayed by events which constitute a "Force Majeure" event. For the purposes of this Consent Judgment, a "Force Majeure" event is an occurrence arising from causes not reasonably preventable and beyond the control and without fault of the Plaintiffs, such as an Act of God, untimely delay on the part of EGLE WRD or other governmental authority or acts of third parties that could not have been avoided or overcome by the Commissioner's due diligence. The Commissioner shall promptly notify EGLE WRD in writing of the occurrence of any such "Force Majeure" event and shall undertake all reasonable measures to avoid or minimize delay due to such events.

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14.5. Other Laws. This Consent Judgment in no way affects Plaintiffs' responsibility to comply with any other applicable state, federal, or local laws or regulations, or with any order of this or any other court, including without limitation, any amendments to Part 353 of the NREPA; provided however, that no permit under Part 353 or Part 301 of the NREPA shall be required for the specific activities set forth in Section VI and the Restoration Plan (Exhibit 1).

XV. RESERVATION OF RIGHTS

15.1. This Consent Judgment does not limit the rights of EGLE WRD or the Plaintiffs against any third parties nor does this Consent Judgment create any rights for the benefit of third parties.

XVI. TERMINATION

16.1. This Consent Judgment shall terminate upon the written request of the Commissioner, and written approval from EGLE WRD along with approval of this Court through the issuance of a Satisfaction of Judgment. The written request of the Commissioner shall include certification by the Commissioner that he has complied with all provisions of this Consent Judgment. Provided that such certification is made and not reasonably disputed, EGLE WRD will not withhold agreement to terminate this Consent Judgment.

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XVII. RETENTION OF JURISDICTION

17.1. Prior to the termination of this Consent Judgment under Paragraph 16.1, above, this Court shall retain jurisdiction over this action to modify or enforce the terms of this Consent Judgment, to assess stipulated fines, to resolve disputes arising under its terms, or to take any action necessary or appropriate for construction or implementation of this Consent Judgment.

17.2. Upon entry of this Consent Judgment, the Parties will file a Joint Motion to Dismiss their respective appeals in the Court of Appeals case *EGLE v Tanner Creek Drain No. 514, et al.*, Case No. 371324. The Parties further waive any rights to appeal this Consent Judgment.

This is a final order and closes the case.

IT IS SO ORDERED this 23rd day of October, 2025.

Hon. James R. Redford
Court of Claims

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STIPULATION

The parties hereby stipulate to the entry of the forgoing Consent Judgment.

Notice and hearing on entry of the above order is waived.

FOR DEFENDANT/COUNTER-PLAINTIFF:

Michigan Department of Environment, Great Lakes, and Energy

P.R.

By: _____ Dated: 2025-10-21 10:47:56

Phillip D. Roos, Director
Department of Environment,
Great Lakes, and Energy

Approved as to form:

Michigan Department of Attorney General

E-SIGNED by Luanne Laemmerman on 2025-10-21 08:08:37 EDT

By: */s/* _____ Dated: 2025-10-21 08:08:37

Luanne Laemmerman (P64588)
Echo Aloe (P86363)
Assistant Attorneys General
Environment, Natural Resources,
and Agriculture Division
Attorneys for Defendant/Counter-Plaintiff

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FOR PLAINTIFFS/COUNTER-DEFENDANT:

Berrien County Drain Commissioner
Tanner Creek Drain No. 514 Drainage District
Painterville Drain No. 388 Drainage District

E-SIGNED by George McManus on 2025-10-20 08:38:43 EDT

By: _____ Dated: 2025-10-20 08:38:43

George McManus
Drain Commissioner

Approved as to form:

WARNER NORCROSS + JUDD, LLP

E-SIGNED by Gaetan Gerville-Reache on 2025-10-17 11:20:58 EDT

By: _____ Dated: 2025-10-17 11:20:58

Gaëtan Gerville-Réache (P68718)
Kurt M. Brauer (P54061)
Attorneys for Plaintiffs/Counter-Defendant

LF: Berrien County Drain Commissioner (v EGLE) COC/AG #2023-0374559-B/Consent Judgment 2025-10-14

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