

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER RESOURCES DIVISION



**INSTRUCTION SHEET FOR COMPLETING FORMS
FOR ASSIGNMENT OF LEASE OF LANDS AT ST. CLAIR FLATS**

A complete application package consists of the following items:

- TWO** blank “Assignment of Lease of Lands at St. Clair Flats” are included with this form. Please provide **TWO** completed originals of the “Assignment of Lease of Lands at St. Clair Flats” for each leased parcel. Make sure to include **marital status** and **address of assignors and assignees** – applications will be returned if the marital status and address are omitted.
- Only one copy of the “Description of Properties in the St. Clair Flats” page is necessary.
- Approval from the St. Clair County Health Department for the sanitary waste disposal system on the parcel.
- \$250 application fee, payable to the State of Michigan.

If possible, include any other material related to the parcel, such as photos, surveys, lease assignments from previous owners, etc.

If you have any questions, please contact the Great Lakes Shorelands Unit at 517-284-5561.

Send with Payment to:
Michigan Department of Environmental Quality
Cashier’s Office-WRD-LW
P.O. Box 30657
Lansing, MI 48909-8157

**STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
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DESCRIPTION OF PROPERTIES IN THE ST. CLAIR FLATS

The Department of Environmental Quality (DEQ) field staff is required to make on-site inspections of lease assignment, deed conversion, and other requests in the Flats. However, it is very difficult to locate these properties, especially in the off-season when local residents cannot assist us. Therefore, please provide us with the information requested below as accurately and completely as possible.

MAILING ADDRESS OF APPLICANT

1. NAME _____
2. ADDRESS: _____
3. TELEPHONE: WORK: _____ HOME: _____ E-MAIL: _____
4. LOT NUMBER: _____ CHANNEL NAME: _____
5. Is property accessible by road: YES _____ NO _____
6. Description of lot:
 - a. Color of house and/or other distinguishing features: _____
 - b. Type, design, or style of house: _____
 - c. Condition of house and building: _____
 - d. House number, road (if applicable), and water highway: _____
 - e. Number of buildings on lot: _____
 - f. Number of sides protected by seawall: _____
 - g. Other distinguishing features: _____
7. Description of adjacent lots or houses: _____

8. Nearest landmark to property and directions to property from landmark: _____

9. Telephone number of a permanent resident of St. Clair Flats who could direct DEQ staff to your property.
NAME: _____
TELEPHONE NUMBER: _____
10. A RECENT PHOTOGRAPH OF THE PROPERTY WOULD BE HELPFUL.

ASSIGNMENT OF LEASE OF LANDS AT ST. CLAIR FLATS

Required under authority of Part 339, 1994 PA 451, as amended

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
Water Resources Division

THIS INSTRUMENT, made and executed in writing this _____ day of _____ A.D. _____, between

herein after called "Assignor" (seller) and

hereinafter called "Assignee" (purchaser) witnesseth:

That the said Assignor, for and in consideration of the sum of _____ Dollars, to said Assignor in hand paid by the said Assignee, the receipt whereof is hereby acknowledged and confessed, do(does) by these presents, sell and assign unto the said Assignee and to assignee's lawful heirs and assigns, all of Assignor's right, title and interest in and to a certain lease executed and given by the State of Michigan on the following described property, being a part of the St. Clair Flats so-called, and made under the provisions of Part 339, 1994 PA 451 to wit:

And the said Assignee and Assignee's heirs and proper assigns, hereby agree(s) to accept this assignment under the same conditions as were imposed in the aforesaid lease, and further declare(s) that the said land shall be used for _____ purposes (state use such as residence, cottage, etc.) and for no other purposes without the written consent of the Department of Environmental Quality.

Approval of the Department of Environmental Quality is made subject to the following:

- (1) The use and occupancy of this parcel (lot) shall be subject to the provisions of Part 325, 1994 PA 451; a permit for dredging, filling, or placing any permanent structure(s) below the Ordinary High Water Mark of Lake St. Clair shall not be approved if the Department finds that the project will injure the public trust or interest, including fish and wildlife habitat, and that the project does not conform to the requirements of law for sanitation, and that material injury to the rights of any riparian owners on the adjacent waters will result.
- (2) Provided, that no future assignment or land contract sale may be made without the prior approval of the Department of Environmental Quality of the State of Michigan.
- (3) The paramount rights of navigation, hunting and fishing are reserved to the general public by law. The rights of the Lessee are subject to these paramount rights.

IN WITNESS WHEREOF the said parties have hereunto set their hand and seals the day and year first above written.

Assignor (seller) Signature

Assignor (seller) Signature

Assignor (seller) Printed

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Assignor (seller) Signature

Assignor (seller) Signature

Assignor (seller) Printed

Assignor (seller) Printed

Assignee (purchaser) Signature

Assignee (purchaser) Signature

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Assignee (purchaser) Signature

Assignee (purchaser) Printed

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ASSIGNOR/ASSIGNEE ACKNOWLEDGEMENT

STATE OF MICHIGAN)
)SS
COUNTY OF)

On this _____ day of _____, A.D. _____, before me, a Notary Public, personally appeared

_____ to me known to be the same person(s) who executed the foregoing instrument and acknowledged the same to be _____ own free act and deed.

Notary Public

My Commission Expires: _____ County, Michigan

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