

STATE OF MICHIGAN
LEELANAU COUNTY CIRCUIT COURT

NORTHGATE LEELANAU PINES, LLC,

Plaintiffs,

v

Case N^o 2023-10981-CZ & 2023-10986-AA

CENTERVILLE TOWNSHIP, and the
CENTERVILLE TOWNSHIP PLANNING
COMMISSION,

Hon. Kevin A. Elsenheimer

Defendants.

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MEDIATION SETTLEMENT AGREEMENT

WHEREAS representatives of Northgate Leelanau Pines, LLC (“Plaintiff”) and of Centerville Township and the Centerville Township Planning Commission (collectively “Defendants”) – along with their respective counsel – met in person on August 17, 2023 at the offices of Lee T. Silver (mediator) of Butzel Long at 300 Ottawa Avenue, NW, Suite 620, Grand

Rapids, MI 49503, and have thereby reached the following mediation settlement agreement in order to resolve the above-captioned matters amicably and without further litigation, to the satisfaction of all parties, in consideration of the mutual covenants contained herein and for other good and valuable consideration, **contingent on approval of the following terms by a majority vote of the Centerville Township Board at its next regularly scheduled meeting**, the parties hereby agree as follows:

1. Plaintiff will submit a revised site plan for the Leelanau Pines Campground to the Centerville Township Zoning Administrator, for which Defendants will waive all application fees, which will contain all information required by Article XIII of the Centerville Township Zoning Ordinance (“ZO”);
2. This revised site plan will propose 150 new campsites to be occupied in two phases (with the first phase consisting of occupancy of 98 new campsites, and the second phase consisting of occupancy of 52 new campsites), as well as 82 boat slips;
3. This revised site plan will cap the number of boats at 82, and will also contain details regarding the boat-washing station to prevent the introduction of invasive species;
4. This revised site plan will also provide proof of all regulatory approvals for the revised site plan to date, including details regarding any pending regulatory approvals;
5. Upon receipt of this revised site plan, Defendants will follow the procedures outlined in ZO Article XIII for processing the revised site plan application;
6. All parties agree that the “pre-application conference” described in ZO Article XIII has already occurred and such requirement is thereby deemed satisfied;
7. If Defendants receive an “administratively complete” revised site plan from Plaintiff, consistent with the requirements of the ZO, by October 1, 2023, then the Centerville

Township Planning Commission will notice and schedule both a preliminary site plan review and a final site plan review (as required by ZO Article XIII) of that revised site plan by its regularly scheduled meeting in November 2023;

8. Any approval of the revised site plan shall be conditioned on obtaining all necessary regulatory approvals;
9. Upon approval, infrastructure construction may be performed and completed for all 150 new campsites, but all parties agree that only 98 new campsites may be occupied in the first phase;
10. If the first phase of 98 campsites are available to be occupied by May 31, 2024, then the first occupancy phase will be completed on October 15, 2024 (the last date of Plaintiff's full 2024 camping season);
11. If the first phase of campsites are available to be occupied by May 31, ~~2024~~, then the first occupancy phase will be completed on October 15, 2025 (the last date of Plaintiff's full 2025 camping season);
12. During the first phase, if the Township receives any complaints regarding Plaintiff's business or its impacts, such complaints will be directed to the Township Zoning Administrator to determine whether such complaints are reliable and have merit. If so, the Zoning Administrator will follow all steps for resolving and enforcing such complaints as described in the ZO, including issuing any related municipal civil infractions. Additionally, the Zoning Administrator will record all such reliable complaints in a log. For the sake of clarity, any complaints made to the Township by Plaintiff's campers related to the operation of Plaintiff's business and unrelated to zoning shall be referred to Plaintiff,

shall not be considered by the Zoning Administrator, and shall not be logged by the Township;

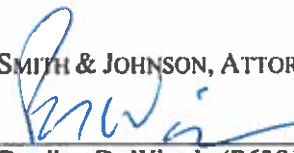
13. At the completion of the first phase, Defendants will review all complaints entered into the log during the first phase, and determine whether or not Plaintiff may proceed to the second occupancy phase;
14. Defendants will notify Plaintiff by October 31 of either 2024 or 2025 (depending on the length of the first phase, as described in paragraphs 10 and 11 above) if Defendants have any objection to Plaintiff moving to the second occupancy phase. The obligation will be on Defendants to provide any objection to Plaintiff. If Plaintiff receives no such objection, then Plaintiff may proceed to occupy the second set of 52 campsites in phase two.
15. If Defendants object to Plaintiff proceeding to the second occupancy phase, the parties will take such objection to neutral third-party arbitrator Lee Silver to determine whether such denial should be upheld or overturned;
16. If, upon review, the neutral third-party arbitrator upholds the Defendants' denial of the second occupancy phase, Plaintiff will have the opportunity to have the second occupancy phase re-reviewed by Defendants in the following year(s), following the completion of another full camping season (May 31 through October 15), using the same procedures outlined herein;
17. If Plaintiff is itself not ready to move to the second occupancy phase at the completion of the first occupancy phase, Plaintiff agrees to inform Defendants that it does not wish to exercise such option by October 15 of the relevant year (again, this depends on the length of the first phase, as described in paragraphs 10 and 11 above);

18. Plaintiff agrees that it will be precluded from moving to the second occupancy phase if there are any unresolved citations from any government agencies or municipal bodies, unless and until such citations are resolved;
19. Plaintiff agrees that it will not bring any additional site plan applications for expansion of the number and / or location of campsites and boat slips at Leelanau Pines Campground to Defendants before September 1, 2028;
20. The parties agree that until the Centerville Township Planning Commission has made its final decision on whether to approve or deny the revised site plan, both above-captioned legal matters will be stayed, and any statute of limitations or any other applicable time limitations with respect to the claims described in the above-captioned matters shall be tolled, suspended, and extended during the pendency of this agreement;
21. The parties agree that if the Centerville Township Planning Commission denies the revised site plan, or despite its best efforts is not able to make any final determination regarding the revised site plan by the November 2023 regularly scheduled meeting, then both above-captioned legal matters will resume;
22. The parties hereby agree that if the Centerville Township Planning Commission approves the revised site plan by the November 2023 regularly scheduled meeting, the claims asserted in both above-captioned legal matters will be dismissed with prejudice. The parties acknowledge and agree that these dismissals with prejudice shall operate as a final and binding resolution of all claims, and no party shall have the right to reinstate or pursue said claims in any forum;
23. The parties hereby agree that if the Centerville Township Planning Commission approves the revised site plan by the November 2023 regularly scheduled meeting, then both Plaintiff

and Defendants, on behalf of themselves, their agents, employees, representatives, successors and assigns mutually release and discharge each other, their agents, employees, representatives, successors and assigns from any and all claims, demands, liabilities, actions, causes of action, costs, expenses, and damages, whether known or unknown, arising out of or in any way related to Plaintiff's original site plan application(s), which forms the basis of the above-captioned matters;

- 24. The parties acknowledge and agree that this agreement is being entered into for the purpose of settling and compromising disputed claims and disputes, and that nothing contained herein shall be constructed as an admission of liability or fault by any party;
- 25. The Court in which the above-captioned legal matters are pending shall retain jurisdiction to enforce the terms of this Agreement and to resolve any disputes arising hereunder; and
- 26. This agreement constitutes the entire agreement between the parties concerning the above-captioned matters.

Dated: Sept. 12, 2023

SMITH & JOHNSON, ATTORNEYS, P.C.


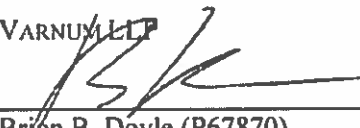
Bradley D. Wierda (P63811)
Counsel for Defendants

Dated: _____, 2023

OLSON, BZDOK & HOWARD, P.C.

Lauren A. Teichner (P86020)
Co-Counsel for Defendants

Dated: 9/11, 2023

VARNUM LLP


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