

## CONDITIONAL REZONING AGREEMENT

THIS CONDITIONAL REZONING AGREEMENT (“**Agreement**”), is made as of the Effective Date (defined below), by and between Bollman Investment Properties, a Michigan limited liability company (“**Owner**”), whose address is 8529 100<sup>th</sup> Avenue, Stanwood, MI 49346, and Morton Township, a Michigan Township, whose address is 290 West Main Street, Mecosta, MI 49332 (“**Township**”).

### RECITALS

A. Owner owns the parcel of real property located in the Township of Morton, County of Mecosta, State of Michigan and legally described in **Exhibit A** (the “**Property**”), containing approximately 45.42 acres of vacant land.

B. The Property is currently classified as part of the District R-1 and Agricultural District II (collectively, the “**Existing District**”) under the Morton Township Zoning Ordinance (“**Ordinance**”).

C. Owner desires to operate the Property as a Campground (the “**Use**”). The Existing District does not permit the Use.

D. Owner desires to rezone the Property to the Campgrounds District (“**New District**”) in order to permit the Use and any other use otherwise permitted in the Existing District under the Ordinance, but for no other use (the “**Rezoning**”).

E. In exchange for the Township approving the Rezoning, Owner desires to voluntarily impose certain legally enforceable conditions and restrictions on the use of the Property, as provided below.

NOW, THEREFORE, for good and valuable consideration, including, but not limited to, the covenants and pledges contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are true and accurate and incorporated in this Agreement.

2. Conditions of the Proposed Zoning. In conjunction with the Township’s approval of the Rezoning, Owner agrees to use the Property in compliance with all requirements for the Use and New District set forth in the Ordinance and, additionally, to ensure that the

following legally enforceable conditions and restrictions are met with respect to the use and development of the Property:

a. Owner will use the Property for (i) the Use; and (ii) any use permitted in the Existing District, but for no other use without the permission of the Township.

b. Owner will use the Property in compliance with the site layout as submitted during their prior Rezoning Application (the "**Layout**").

c. Minimum campsite size shall be 2100 square feet (modern) or 1400 square feet (primitive), and minimum width for each campsite shall be 35 feet.

d. Owner will use the Property in compliance with all other restrictions applicable to the New District as provided in the Ordinance.

e. Within ninety (90) days after the Effective Date, Owner shall pursue site plan approval pursuant to Section 6.3 of the Ordinance and in accordance with the Layout.

f. Construction of the Use shall commence within one year of receiving site plan approval and shall be completed no later than thirty (36) months following receipt of site plan approval.

3. Except as provided in this Agreement, all other provisions of the Ordinance shall remain in full force and effect regarding the Property, and a violation of this Agreement shall constitute a violation of the Ordinance.

4. In the event that the Rezoning is not finalized or is otherwise rendered void, the covenants and obligations of Owner under this Agreement shall be of no further force or effect.

5. Each of the requirements and conditions of this Agreement represents a necessary and reasonable measure which, when considered with all other conditions and requirements, is roughly proportional to the increased effects or other conditions created by the uses, activities, or conditions represented in the Rezoning and this Agreement, taking into consideration the changed zoning district and the specific use, activities, or conditions authorized.

6. No part of this Agreement shall permit any activity, use, or condition that would otherwise be prohibited in the New District.

7. This Agreement is valid and has been made in accordance with Section 405 of the Michigan Zoning Enabling Act, MCL 125.3405 (the "**Act**") and all applicable state and federal law and constitutions.

8. This Agreement shall be executed in recordable form and shall be recorded with the Mecosta County Register of Deeds and shall run with the land.

9. The Township's approval of the Rezoning shall be binding upon and inure to the benefit of Owner and the Township and their respective heirs, successors, assigns, receivers, or transferees.

10. The "**Effective Date**" of this Agreement shall be the date of the last signature to this Agreement.

[Signatures follow on next page]

The parties have executed this Agreement as of the Effective Date.

OWNER:

  
a Michigan limited liability company

Dated: March 7, 2024


By: D. Jeffrey Bollman

Its: Member

STATE OF MICHIGAN )  
COUNTY OF Mecosta ) ss:  
)

The foregoing instrument was acknowledged before me this 1 day of MAY, 2024 by D. Jeffrey Bollman, Member of Bollman Investment Properties, a Michigan limited liability company, on behalf of the company.

ANNA M. BOWMAN  
NOTARY PUBLIC - MICHIGAN  
MECOSTA COUNTY  
ACTING IN THE COUNTY OF Mecosta  
MY COMMISSION EXPIRES JULY 13, 2027

  
Anna M Bowman  
Notary public, State of Michigan, County of Mecosta  
My commission expires 7-13-2027  
Acting in the County of Mecosta

[Signatures continue on next page]

**TOWNSHIP:**

TOWNSHIP OF MORTON

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
\_\_\_\_\_, Township Clerk

Its: \_\_\_\_\_

STATE OF MICHIGAN )  
 ) ss:  
COUNTY OF MECOSTA )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, \_\_\_\_\_, Township of Morton, a Michigan \_\_\_\_\_, for the \_\_\_\_\_.

\_\_\_\_\_  
Notary public, State of Michigan, County of \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

**PREPARED BY AND RETURN TO:**

Freshwater Hospitality Consulting  
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Bollman Investment Properties  
8529 100<sup>th</sup> Avenue  
Stanwood, MI 49346

**EXHIBIT A**

**Property**