

October 19, 2021

Leelanau Township Board  
Attn: John Sanders, Supervisor  
119 E. Nagonaba Street  
Northport, MI 49670

Dear Township Board members:

I was very disappointed with the last minute rescheduling of the regular Township Board Meeting last week that was to have included a Q&A with attorney Thall. To date, no explanation has been provided.

This lack of transparency is disconcerting. When the process for arriving at a conclusion is flawed, it casts doubt on the integrity of the conclusion itself.

The Agenda for tonight's meeting offers no Q&A with the discussion item on Timber Shores (TS) converted to an action item. No Mutual Release document was posted online for review by the public or the Board prior to voting on this action item tonight.

The Township's attorneys have been present at previous Board meetings to answer questions from the public, so there is a precedent for doing so. Attorney Thall appears unwilling to answer the taxpayers' questions, seems not to be providing this Board with sound legal advice, and leaves the impression he favors the developer, and not his client the Township.

Voters deserve to know why attorney Thall drafted two Mutual Releases in August, one for the 1998 Agreement and another for the 2006 Agreement. Who asked him to do this? Why did developer Fred Gordon sign the release on 9/1/2021? Why were these two Releases not mentioned at mediation on 9/17? It seems that the first time Township Board members learned of a Mutual Release was just before their 9/21 meeting. Depriving some Board members of all necessary information rightfully concerns fellow citizens.

The Board has received legal advice from competent attorneys that differs from Mr. Thall's opinion. It is time for the Board to retain a different attorney competent in land use planning who is willing to protect our watershed and environment for the Township residents and future generations.

To me as a layperson, this lawsuit appears to disguise the Developer's true intentions. The Developer seems eager to rescind the obligation to connect to the sewer arising out of the 1998 and 2006 contracts. Did the Developer fabricate a lawsuit about the moratorium only as leverage to escape from the 1998 and 2006 contractual obligations, all under the guise of needing the Release to "clear title"? There is no issue with the title for any of the TS parcels: NM Investment and RVTS Acquisition already have clear title. While they own the property, they don't like the sewer obligations that run with the land.

Both Agreements contain restrictive covenants that bind future owners and run with the land. The Developer plans on dumping 31,000 gallons per day (GPD) of wastewater that will migrate into Ennis Creek and then into Grand Traverse Bay, potentially jeopardizing the well water of 104 neighbors. Yet, the 1998 Agreement limits on-site septic to 9,900 GPD and the 2006 wastewater caps the sewage at 10,000 GPD. The 1998 Agreement requires the Developer to connect to what is now NLTUA at its own cost. The sewer connection cost to run pipe down M22 is the

equivalent for building an onsite plant. If the NLTUA plant needs to be expanded, both contracts contemplate that this too would be at the Developer's cost to them, not the Township.

This entire TS situation has not been transparent. This Developer's plans go back more than 25 years and nothing has ever been developed. The moratorium has come and gone, and no ordinances have been changed or modified to date. There are no permits in evidence by the developer, and nothing is listed on the EGLE website as having been applied for or granted to the developer. The Developer still hasn't submitted a complete application to the Township.

Why is the Board even considering releasing any part of the 1998 or 2006 contracts? I request the Board NOT release any part of either agreement that concerns sewer and wastewater treatment restrictions.

Finally, why is the Township Board forcing the Planning Commission (PC) to listen to the Developer's presentation prior to submitting an application? This Developer has already made public presentations in October 2019 and again in July 2021. The public perception is that the Developer's goal is to influence the outcome of the PC's Zoning Ordinance review. You need to protect your PC from undue influence. No presentation to the PC should be made until after a complete zoning application is submitted. That way, all parties would be aware of what is being discussed. If the Developer get another bite at the apple, then a community representative should be allowed equal time at the Developer's expense to make a counter-presentation.

I ask this Board in making its decisions to please consider all residents in the Township, and to safeguard the environment of our special community, the place we call home.

Regards,

Elizabeth Mallek  
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Northport, MI 49670