



## **Keweenaw Heritage Site Application**

**for the**



## **Keweenaw Mountain Lodge**

**14252 US Hwy 41, Copper Harbor, Michigan 49918**

**Date Submitted: March 31, 2023**

Version 1.0





March 31, 2023

To the KHS Committee:

**Re: Heritage Site Application - Keweenaw Mountain Lodge**

Attached you will find our application for the **Keweenaw Mountain Lodge** to be a heritage site of the Keweenaw National Historical Park. The establishment of the Keweenaw National Historical Park in 1992 means a lot for this region, as the activities of the park have preserved and maintained the essence of the copper country, as well as educated many people on the history and importance of this area.

We feel that the Keweenaw Mountain Lodge, initially named Keweenaw Park and Golf Course when it was established in 1934, is a gem in the history of the Keweenaw, and is a natural fit to be a heritage site of the Keweenaw National Historical Park.

As defined by the committee, a Keweenaw Heritage Site is:

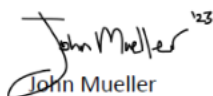
“a physical place that contains significant cultural and/or natural resources, that makes a unique contribution to the story of copper mining in the Keweenaw, that is open to the public, and that possesses the organizational and management structure necessary to partner with NPS and the Advisory Commission in support of the legislated purposes of Keweenaw NHP.”

We feel that the **Keweenaw Mountain Lodge** fits this definition, and we hope that the committee feels the same.

Becoming a heritage site would be an honor that comes with many benefits and responsibilities. We believe the Lodge has the personnel and perseverance to handle the responsibilities, which in terms will provide a benefit for the Lodge, its patrons, and the region.

We look forward to receiving your comments from reviewing our application, and should you have any questions, please do not hesitate to contact me or any of the Lodge team members.

Regards,

  
John Mueller

Owner / Member  
Keweenaw Resort, LLC (dba, Keweenaw Mountain Lodge)

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**Keweenaw Mountain Lodge**

14252 US Hwy 41, Copper Harbor, MI 49918

Phone: 906-289-4403 | Email: [info@keweenawresort.com](mailto:info@keweenawresort.com) | Website: <http://keweenawmountainlodge.com>



# Keweenaw Heritage Sites Program Application Packet

**Definition:** A Keweenaw Heritage Site is a physical place that contains significant cultural and/or natural resources, that makes a unique contribution to the story of copper mining in the Keweenaw, and that possesses the organizational and management structure necessary to partner with NPS and the Advisory Commission in support of the legislated purposes of Keweenaw NHP.

**Materials included:**

- Keweenaw Heritage Sites Program document
  - Includes park mission and interpretive themes
  - Includes Heritage Site Program benefits, and Program criteria
- Site Designation/Evaluation Process

Site Name     Keweenaw Mountain Lodge    

Organization Name     Keweenaw Mountain Lodge    

Site Property Owner     Keweenaw Resort, LLC    

Contact Person     John Mueller    

Contact Phone     906-289-4403          Contact Cell     303-435-1859    

Contact email     john@keweenawresort.com    

Site Street Address     14252 US Hwy 41, Copper Harbor, MI 49918    

Site Mailing Address     Same as above    

Site Phone     906-289-4403    

Type of Organization: **(Criterion #1)**

Nonprofit: 501(c)(3)           Other Nonprofit (specify)     

Government (specify)     

Academic (specify type of institution)     

Other Organization (specify)     Limited Liability Corporate (LLC)    

**Attach bylaws / charter of the organization (required) <- See Appendix ->**

Provide an overview of the site. (Attach captioned digital photos documenting the site’s setting, facilities, and resources.)



[keweenawmountainlodge.com](http://keweenawmountainlodge.com)



The Keweenaw Mountain Lodge is a four-season historic resort at the top of the Keweenaw, focused on outdoor activities, rustic worldly food, and education. We work to marry history with the future to get to a vibrant and progressive present.

The Keweenaw Mountain Lodge was built under the Works Progress Administration (WPA) in 1934, when Franklin D. Roosevelt (FDR) was the president of the United States and the country was going through the great depression. The Lodge has been on the Michigan State Register of Historic Places since 1976, and the [National Register of Historic Places as of 1980](#) – and most recently, a [designated international dark sky park](#) (Keweenaw Dark Sky Park). [ see both applications on our website ]



The Lodge consists of the lodge building, 24 cabins, the Outdoor Activity Center (OAC – a cabin structure), the 9-hole golf course, and trails that sit on 560 acres. The historic structures and the golf course were built in the 1930s. Since the 1930s, changes have been made with additional buildings including the hotel (built in 1984, and now used for employee housing), maintenance buildings, trails (biking, hiking, snowshoeing, and cross-country skiing), and the expansion of the lodge building in 2007.

The Lodge was owned by Keweenaw County since it was established in 1934 until 2018. In 2018, the county sold the Lodge to Keweenaw Resort, LLC, a privately-owned entity based in Michigan.

We cater to individuals that want to get closer to nature being that we are located in a wilderness environment. Individuals that enjoy their experiences at the Lodge are individuals that tend to value the history of the lodge and want to see it move forward, outdoor enthusiasts, and culinary enthusiasts. These individuals also understand the Lodge team core values, and why the Lodge team works to lead by these values. This increases the probability that Lodge guests and Lodge team members will have a delightful experience when marrying history with the future to get to a vibrant and progressive present.



The *Clubhouse*, as it was originally called, is now called *The Lodge* (Source: Chris Guibert)

The Lodge story starts in October of 1929 due to the crash of the stock market which contributed to the local decline of the local mining industry profits. On September 12, 1932, the mining companies announced that they were permanently suspending all mining activities. Most of the mining companies operated in Keweenaw and Houghton counties, and as a result, up to 1,000 families found themselves without work or money. The state emergency welfare relief commission in Lansing reported a 75.2% unemployment rate in Keweenaw county at that time.

Focused on projects from the Federal Emergency Relief Administration (FERA), three board members of the Keweenaw County Road Commission developed a plan to put Keweenaw County's unemployed back to work by constructing roads and Brockway Mountain Drive. Construction started in 1933 under the guidance of architect Ocha Potter and a crew of 124 men. One team of horses was also used to assist with the hauling of trees to be used as logs for

the construction of what is now the present-day Keweenaw Mountain Lodge building (originally called the clubhouse) and the cabins.



Informational sign outside the Lodge in 2020. This sign now hangs inside the Little Cabin Cafe to help preserve it (Source: John Mueller)




Informational sign now hangs in the Little Cabin Cafe to help preserve it (Source: John Mueller)

## Historic Preservation Easement

When Keweenaw Resort, LLC purchased the Lodge in September 2018 from Keweenaw County, a historic preservation easement was placed on the property. The historic preservation easement ensures the property will be open to the general public, and that the property will continue to exhibit the characteristics that made the resort an historic property. The Michigan State Historic Preservation Office (SHPO) is the entity which lodge administration works with to ensure that the historic preservation easement is adhered to and the Lodge continues to be listed on the National Register of Historic Places. A copy of the historic preservation easement and its covenants can be found in the appendix.

## Pictures

Below are various pictures of the Keweenaw Mountain Lodge. More info can also be found on our website at [keweenawmountainlodge.com](http://keweenawmountainlodge.com).

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20180571	September 05, 2018 1:46 PM
Julie A. Carlson Register of Deeds KEWEENAW COUNTY	Fees: \$30.00 Pages: 6

**HISTORIC PRESERVATION EASEMENT**

**KEWEENAW MOUNTAIN LODGE AND GOLF COURSE COMPLEX, TOWNSHIP OF GRANT, KEWEENAW COUNTY MICHIGAN**

This historic preservation easement (the "Easement") is made the 5th day of September 2018 between KEWEENAW COUNTY as GRANTOR of a historic preservation easement (hereafter referred to as the "Grantor") whose address is 5095 4<sup>th</sup> Street, Eagle River, MI 49950, and the MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY, a principal state department acting through its STATE HISTORIC PRESERVATION OFFICE ("SHPO" or "Grantee"), whose address is 735 East Michigan Ave., Lansing, Michigan, 48912. The Grantor is the recipient of a 2007 Community Facility Grant Award from the United States Department of Agriculture, Rural Housing Service (USDA). The consideration for this Easement totals Ten thousand dollars (\$10,000) received from the USDA with the condition of granting this Easement to the Grantee.

The property that is the subject to this Easement is the Keweenaw Mountain Lodge and Golf Course Complex, as described below (the "Property"), is listed in the National Register of Historic Places (the "National Register"). The Property is a parcel of land located in Grant Township, Keweenaw County, Michigan, and is more particularly described as:

A parcel of land being a part of the South Half (S ½) of Section 31, T59N, R28W, Grant Township, Keweenaw County, Michigan AND the North Half of Section 6, T58N, R28W, Grant Township, Keweenaw County, Michigan described as: Beginning at the Southeast corner of said Section 31, T59N, R28W and the Northeast corner of said Section 6, T58N, R28W thence S. 00° 17' 27" E. 1766.33 feet along the East line of said Section 6; thence N. 89° 10' 31" W. 4220.22 feet to a point on the Easterly right of way line of Highway U.S. 41 (33 feet from center line); thence along the Easterly right of way line of said Highway the following eight courses N. 00° 49' 59" W. 33.95 feet to the point of curvature of a curve to the Right (Radius = 1041.27 feet, Delta = 15° 36' 17", Chord Bears N. 07° 53' 20" E. 282.72 feet); thence along the arc of said curve to the Right 283.59 feet; thence N. 15° 41' 29" E. 604.59 feet to the point of curvature of a curve to the Left (Radius = 620.65 feet, Delta = 35° 53' 27", Chord Bears N. 02° 15' 15" W. 382.46 feet); thence along the arc of said curve to the Left 388.78 feet; thence N. 20° 11' 58" W. 242.73 feet to the point of curvature of a curve to the Right (Radius = 724.21 feet, Delta = 19° 14' 13", Chord Bears N. 10° 34' 52" W. 242.01 feet); thence along the arc of said curve to the Right 243.15 feet to point on the North line of said Section 6; thence S. 89° 35' 55" E. 167.06 feet along the North line of said Section 6 to a point on the Southeasterly right of way line of said Highway (200 feet from the center line) and to



Construction of the *Clubhouse* building - 1934 (Source: Paul La Vanway / Michigan Tech Archives)



Workers digging a trench during the construction of the *Clubhouse* - date unknown (Source: Paul La Vanway / Michigan Tech Archives)





Construction of the *Clubhouse* building - 1934 (Source: Paul La Vanway / Michigan Tech Archives)



Unemployed miners constructing the *Clubhouse* in 1934 with a WPA sign on display (Source: Paul La Vanway / Michigan Tech Archives)



The lodge at twilight soon after the Lodge was sold by Keweenaw County in 2018 (Source: Chris Guibert)



Full Moon rises over the Lodge during the winter on March 19, 2022 (Source: Chris Guibert)



The Keweenaw Mountain Lodge is now the headquarters for the Keweenaw Dark Sky Park, the only designated park by the International Dark Sky Association in the Upper Peninsula of Michigan (Source: Chris Guibert)



A wintery night on December 12, 2022 (Source: Chris Guibert)



*The Grand Room* of the Lodge showcases the Parkitecture design that was prevalent in many CCC and WPA projects of the 1930s. The stone fireplace was designed and built by Italian stonemason, Louis Azzi (Source: Chris Guibert)



Diners enjoying a meal on the historic porch on the east side of the lodge. Originally this was an open-air porch, but was enclosed as part of a WPA-funded improvement project in 1939 (Source: Chris Guibert)



A tasting diner in the dining room showcases both the log architecture and the second fireplace designed and built by Louis Azzi (Source: Chris Guibert)



The Banquet Room built as part of the 2007 Lodge Expansion project now hosts educational workshops, community meetings and private events (Source: Chris Guibert)



*Cottages*, as they were originally called, were built in three different WPA funded projects from 1935 - 1938 (Source: Paul La Vanway / Michigan Tech Archives)



Construction of the second group of WPA funded *Cottages* in 1936 (Source: Paul La Vanway / Michigan Tech Archives)



Finished cottages on the north side of the entrance road in 1938 (Source: Keweenaw County Historical Society)



Cabin 12 was built as part of the second group of WPA funded Cottages in 1936 (Source: Chris Guibert)





Cabin 11 is one of the cabins that has been winterized and is available to rent year round. Year-round cabin rentals now allow guests an opportunity to stay in a historic WPA cabin any season of the year (Source: Chris Guibert)



Cabin 20 was built in 1938 and features a stone fireplace (Source: Chris Guibert)



Clearing Hole 7 of the golf course during the winter of 1933 & 1934. An estimated 18,700 trees were cut by 124 workers (Source: Paul La Vanway / Michigan Tech Archives)



Brockway Mountain glows in the morning light – this iconic view as seen from Hole 1 on the golf course and the Clubhouse resonates with the generations of families that have come to the lodge over the last eight decades (Source: John Mueller)



One of the original golf course maintenance vehicles, a 1935 Toro Model B Golf Course tractor is still on display near the first hole of the golf course (Source: Chris Guibert)



A family enjoys mountain biking the trails that surround the Lodge. There are almost 20 miles of hiking/biking trails that are open to the public (Source: Chris Guibert)



Cross country skiers explore the 10 km of ski trails that are open for public use. (Source: Chris Guibert)



An Outdoor Activity Center (OAC) team member helps a guest with an Iverson snowshoe demo during the Snowshoe Hare event in February 2022 (Source: Chris Guibert)



An OAC team member leads a talk on a guided interpretive hike on the Keweenaw Mountain Lodge property in September 2022. Discussions include plant and animal identifications, local geology, weather, and the lodge's history (Source: Chris Guibert)



Golfers of all ages have been playing the course since 1935 (Source: Chris Guibert)



During a G3 solar storm on February 26, 2023, Northern Lights appear over the Keweenaw Mountain Lodge, the headquarters of the Keweenaw Dark Sky Park (Source: Chris Guibert).



Northern Lights appear over the cabins during a G3 solar storm on February 26, 2023 (Source: Chris Guibert)



W: [keweenawmountainlodge.com](http://keweenawmountainlodge.com)  
 P: 906-289-4403  
 E: [info@keweenawresort.com](mailto:info@keweenawresort.com)

More property maps can be found online at:

<https://keweenawmountainlodge.com/maps/>

## What is the Mission Statement of the organization?

We are a four-season historic resort at the top of the Keweenaw, focused on outdoor activities, rustic worldly food, and education. We work to marry history with the future to get to a vibrant and progressive present.

We cater to individuals that want to get closer to nature being that we are located in a wilderness environment. Individuals that enjoy their experiences at the Lodge are individuals that tend to value the history of the lodge and want to see it move forward, outdoor enthusiasts, and culinary enthusiasts. These individuals also understand the Lodge team core values, and why the Lodge team works to lead by these values. This increases the probability that Lodge guests and Lodge team members will have a delightful experience when marrying history with the future to get to a vibrant and progressive present. – and will leave with more knowledge than they came with.



**Criterion #2:** How does the site relate to one or more of the themes of Keweenaw National Historical Park? (See Interpretive Themes)



## Natural Resources

None.

## Mining Processes and Technology

None.

## People's Lives and Immigration

The Keweenaw Mountain Lodge played a big part in people's lives on the Keweenaw Peninsula. From its opening day on Sunday, June 23, 1935 where 2,000 people attended the grand opening celebration through modern times the "Lodge" has been a social hub for Keweenaw and Houghton County residents. The Keweenaw Supervisors Cup, a golf tournament open to any eligible amateur golfer belonging to any golf club in the UP was played for the first time on opening day. On Wednesday June 26, 1935 a "Ladies' Day" event was held to inaugurate the Clubhouse, this featured a golf and bridge tournament and was self organized by a group of 100 women.

Bill Clark worked in the Keweenaw Park in the summers 1937-1939. He states, "What was interesting was that just about everyone who golfed was from down around Calumet and Houghton - they were doctors, lawyers and business executives. Poor people didn't play golf in those days. Having the golf course here, though, I think what it did was to prompt people in Keweenaw County to take the game up."

In the 1940's the Keweenaw Park laid the groundwork and helped foster tourism on the Keweenaw Peninsula. The Lodge had an ambiance of sophistication and was known for stylish attire, tasteful entertainment and "refined" relations. During World War II the lodge remained open but saw a decline in the numbers of people using the facility, as residents left for Detroit and Chicago for good jobs that supported the war.

In the 1950s the club initiatives were adopted to encourage greater use of the golf course. Residents could purchase a \$10 ticket that allowed 8 plays of the course. In the 1960s the golden age of automobile travel was coming to an end as air travel began to grow. Revenue began to decline and the Keweenaw County Supervisors began to look to sell the business.

The 1960's was a time of transition for the Lodge including changing the name from Keweenaw Park to the Keweenaw Mountain Lodge. The onsite employee lodging was closed and a car pooling system was put in place. A full sized swimming pool was built (but never opened, and eventually filled in because it couldn't hold water) and the furniture was "modernized". The management also relaxed the rules for attire, a jacket and tie was no longer required and a more casual feel was enacted.

In the early 1970's the Lodge tried to stay open for the first winter but this concept was quickly halted and the new management left shortly after the New Years and walked away from a land

contract that was in place. The Lodge struggled financially throughout the years but provided employment for hundreds of Keweenaw residents, some of which worked for decades. Sylvia Korpjarvi who worked for 35 years at the Lodge starting in 1972 stated, "Well, I never had to worry about running out of work - there was always plenty of dirty laundry - and if not, you could always count on someone being hungry." In the mid 70's the Lodge finances had stabilized and dining was among the Lodge's primary sources of revenue. During this time the Sunday buffet was a destination for Keweenaw residents and visitors attracting over 400 people at times.

Throughout the 1980s and into the early 2000s the lodge continued its growth both in physical amenities and financial revenue. The Lodge's history of employing Keweenaw residents and hiring local contractors continued with the motel project in 1984. This structure was designed by UP Engineers and Architects and had six individual rooms. The motel project utilized many Keweenaw companies including Arend Builders, Inc of Eagle Harbor, Dollar Bay's Valley Plumbing and Heating and Calumet's White Electrical services.

In 2006 Keweenaw County established a 10 member Parks and Recreation Commission to oversee the Lodge and develop a plan to expand the Lodge to a year round facility. Once again they hired local Keweenaw contractors including UP Engineers and Architects to design the 7,000 square foot banquet hall and conference center and MJO Contracting to construct it. The plan included winterizing the main Lodge building, the motel and cabins 13 through 24. The hope was to open the Lodge for the winter and have the Lodge property be a year round facility. Cross country ski trails were cut and a snow park was added for skiing and snowboarding. This 3.3 million dollar expansion was funded through a combination of USDA Rural Development loan and a U.S. Economic Development administration grant. On December 28, 2009 the Lodge opened the restaurant for the winter season along with some of the cross country ski trails and the snow park. The Lodge being open in the winter only lasted a few seasons. The cabins were never fully winterized and the loans were never paid back. This began the Lodge's financial struggles which lasted for almost a decade when the County finally had to auction the Lodge in the summer of 2018 to repay the federal loans

Private Ownership of the Lodge started in the Fall of 2018 and brought new life back to the property. Immediately work began on the cabins to keep the historical structures intact. This included new roofs and the replacement of many rotting boards on the cabins and their decks. Some of the beautiful stone chimneys have also been repaired. The Keweenaw County offices were removed from the porch of the main Lodge which opened up the views of Brockway Mountain and uncovered some of the beautiful woodwork from the original structure. All work was done in conjunction with the Michigan State Historic Preservation Office and followed their guidelines. The Lodge has now operated year round since 2020 and is one of Keweenaw County's largest employers. As the Lodge moves forward in history it continues to be the jewel of the tip of the Keweenaw. It employs over twenty Keweenaw residents year round and is an educational and recreational hub for residents and visitors alike.

## Labor, Management, and Economics

The Lodge's story began with the Great Depression and intertwines the lives of management and workers from the mining companies across the Peninsula. This time period would become Keweenaw County's biggest challenge. The Great Depression affected all of America and hit the Keweenaw Peninsula harder than anywhere else.

One of the first Depression-era road projects in which the Keweenaw County Road Commission (KCRC) became involved with was the 1931-32 rebuild and upgrading of US 41 between Delaware and Copper Harbor. The rock wall, which still exists along the western edge of the Lodge property and Highway 41, is a remnant of this project. The unemployed miners blasted and chiseled away the hillside to lower the grade to make this section of highway safer and easier to travel.

During this time the KCRC was overseen by a three member board composed of Chairman William F. Hartman and members William F. "Bill" Bolley and Ocha Potter. This team led local efforts to provide work opportunities to the unemployed miners. In 1932 both the Mohawk Mining Company and the Ahmeek Mining Company shut down mining operations. The State Welfare Relief Commission, in July 1933, reported that 72.5% of Keweenaw County's population was on relief, a greater percentage than any other county in Michigan. By the Fall of 1933 Ocha Potter, the former superintendent of the Ahmeek Mining Company, helped develop plans to provide work opportunities to Keweenaw County's unemployed. He received a telegram from the State Emergency Relief Office asking for submission of ideas for public projects suitable for funding under the Civil Works Administration (CWA) program. Potter proposed a project which would employ hundreds - the construction of a publicly-owned golf course and clubhouse, which became known as the Keweenaw Park and Golf Course.

The CWA was a short-lived job creation program established during the Great Depression in the United States. It created millions of jobs for the unemployed during the hard winter of 1933-34. The Keweenaw Park and Golf Course project was started as a CWA project but completed as a Works Progress Administration (WPA) program. The WPA was an employment and infrastructure program created by President Franklin Roosevelt in 1935 to put millions of Americans to work building schools, hospitals, roads and other public works.

Construction of the Lodge and property began on November 6, 1933. A crew of 124 workers, primarily of Finish, Italian and English ancestry, were assigned the project. Approximately 18,700 trees were cleared for the golf course. Hundreds of logs were debarked and saved to build the clubhouse while 3,000 cords of firewood were distributed to families on relief to use as fuel. In the summer of 1934 KCRC engineer William C. Veale was appointed as the Keweenaw Park Construction Manager and Victor Oja as the on-site Construction Superintendent. Victor was considered the UP's premier designer of Finnish-style log buildings; he also constructed the Copper Harbor Catholic Church and various buildings around Copper Harbor. The total cost of the Keweenaw Park and Golf Course came out to \$126,092, 75% of those expenses went to paying workers and the remaining 25% paid for goods, materials, and miscellaneous services. The opening day was Sunday, June 23, 1935. Throughout the late 1930's the Lodge continued to expand with the construction of the cottages. These were also built with WPA funding along

with additional projects that included enclosing the lower level of the Clubhouse and building the employee housing known as Shantytown.

In 1965 the park was sold using a land contract and the new owners Merle Richardson and Joseph B. Quinn changed the name to the Keweenaw Mountain Lodge. By 1968 the land contract payments became delinquent and the contract became void, with the property remaining to be owned by Keweenaw County. The county kept the Keweenaw Mountain Lodge name in place.

**Criterion #3:** Check each service that the site provides related to each of the interpretive themes described above. Lacking services does not preclude inclusion to the program.

	Brochure(s) /Rack Cards	Guided Tours	Self-guided Tours	Education Programs	Live Interpretation	Permanent Exhibits	Temporary Exhibits	Outdoor Exhibits	Library	Hands-on Activities	Workshops and/or Lectures
Natural Resources	X	X	X	X	X			X	X	X	X
Mining Processes and Technology											
People's Lives and Immigration		X	X	X	X					X	X
Historic Preservation		X	X	X	X	X				X	X

Bullet Points for above chart:

**Brochures/Rack Cards**

Natural Resources

- We have rack cards available from the International Dark Sky Association, maps produced by the Michigan Nature Association and the Copper Harbor Trails Club. We have brochures and rack cards from the Keweenaw National Historical Park and Heritage Sites.

**Guided Tours**

Natural Resources

- KML's guided hiking and snowshoe tours include discussions about the local geology, plants and animals.

### People's Lives and Immigration

- KML's guided hiking and snowshoe tours include discussions about the history of the Lodge which include the Lodge being built by unemployed miners in the 1930s.

### Historic Preservation

- KML's guided hiking and snowshoe tours include discussions about the general history of the Lodge and the improvements over the decades and what we are doing to preserve the property now.

### Self Guided Tours

#### Natural Resources

- KML provides trail maps and dark viewing area maps to visitors.  
People's Lives and Immigration:
- KML provides a free (2) 12 page self guided tour that highlights people that helped build the Lodge and property. These guides are titled Clubhouse Historical Tour and Property Historical Tour.

#### Historic Preservation

- KML provides a free (2) 12 page self-guided tour that highlights the general history of the Lodge and the improvements over the decades. These guides are titled Clubhouse Historical Tour and Property Historical Tour.

### Educational Programs

#### Natural Resources

- KML hosts various educational programs throughout the year. In 2022 we hosted multiple events for/associated with the Nature Association, Visit Keweenaw and the International Dark Sky Association. We also host various trail functions for the Copper Harbor Trails Club (clinics and events).

#### People's Lives and Immigration

- *Tuesdays with Tom* (Tom Oliver) interpretive hikes incorporated discussions on the History of the Lodge and people associated with it.

#### Historic Preservation

- KML interpretive hikes incorporate discussions on the History of the Lodge. KML also offers Light Management workshops as part of the International Dark Sky park designation where we discuss how lighting was handled throughout the history of the Lodge.

### Live Interpretation

- KML interpretive hikes incorporate discussions on the History of the Lodge. KML also offers Light Management workshops as part of the International Dark Sky park designation where we discuss how lighting was handled throughout the history of the Lodge.

## **Permanent Exhibits**

### Historic Preservation

- We have preserved some of the old wooden historic signs that discussed the history of the Lodge and moved them inside the cafe to make them more approachable.

## **Outdoor Exhibits**

### Natural Resources

- We have erected large permanent trail signs at various locations on the property. We are currently working on interpretive maps for the Dark Sky Park and a signed interpretive nature trail.

## **Library**

### Natural Resources

- We have a library of books guests are welcome to read while they visit (or check out overnight if they are staying on the property) about the local geology, wildlife and fauna.

## **Hands on Activities**

### Natural Resources

- KML has multiple hands-on activities based on natural resources. This includes hiking, biking, stargazing, cross country skiing and snowshoeing.

### People's Lives and Immigration

- KML provides a free (2) 12 page self guided tour that highlights people that helped build the Lodge and property. These guides are titled Clubhouse Historical Tour and Property Historical Tour. This would be a fun and informational hands-on activity for guests to the Lodge.

### Historic Preservation

- Guests are free to wander the historic lodge building. Eating and sitting in spaces where individuals have entertained for decades

## **Workshops and/or Lectures**

### Natural Resources

- KML hosts various educational programs throughout the year. In 2022 we hosted multiple events for/associated with the Nature Association, Visit Keweenaw and the International Dark Sky Association. We also host various trail functions for the Copper Harbor Trails Club (clinics and events).

### People's Lives and Immigration

- Interpretive hikes incorporated discussions on the History of the Lodge and people associated with it.

Historic Preservation

- Interpretive hikes incorporate discussions on the History of the Lodge. KML also offered Light Management workshops as part of the International Dark Sky park designation where we discuss how lighting was handled throughout the history of the Lodge.

Check each additional service offered. List any others below that are not included here.

	Accessibility: Mobility	Accessibility: Visual	Accessibility: Auditory	Social media and/or website	Mobile App	Gift Shop	Rental Services
	X			X		X	X

Bullet Points for above chart:

**Accessibility and Mobility**

- The main Lodge building has a wheelchair ramp. Cabin 6 is also wheelchair accessible if a guest wants to stay overnight.

**Social Media**

- We use social media as a way to provide information instead of promotion. We prefer posts to bring people to the website where detailed information is available.

**Gift Shop (Lodge Life Shop)**

- Our gift shop has books pertaining to geology, natural guides and night sky information.

**Rental Services**

- Our Outdoor Activity Center has rentals available for many outdoor activities including: golf, biking, snowshoeing, and skiing.

Describe other services the site offers, if any, not covered above.

All relevant services are listed above.

**Criterion #4:** Indicate the months, days, and hours the site is publicized as open to the public.

With the Lodge property being a combination of indoor and outdoor places, the Lodge property is open to the public 365 days of the year, 24 hours a day. That being said, we practice mindfulness of others and expect people to be respectful of other guests.

Our hours of operation are currently as follows:

#### **Front Desk / Lodging / Lodge Building**

- Staff are in the main Lodge building, 8am – 6pm, 7 days a week
- The front desk is staffed 9am – 6pm, 7 days a week

#### **Outdoor Activities**

- [Outdoor Activity Center](#) (OAC): 9am – 5pm, 7 days a week
- The [golf course](#) is open June 1st – October 15th, dependent on weather
- The [winter trails](#) are open December 15th – April 15th, dependent on weather
- [Stargazing](#) - property accessible to the general public at night for stargazing [ as part of the [Keweenaw Dark Sky Park](#) designation ]

#### **Dining**

- [Little Cabin Cafe](#): 7 Days a Week, 8am-5pm
- [The Tasting Post](#): Advanced reservations only

In essence, the Lodge property is accessible 365 days a year, 24/7.

Any changes to our hours of operations will be posted to our website, which can be found on our website at:

- <https://keweenawmountainlodge.com/hours-of-operation/>

#### **Criterion #5**

- Check here if the site agrees to provide admission fee information to the National Park Service for inclusion in all publications and publicity.  
(<https://www.nps.gov/kewe/learn/management/keweenaw-heritage-sites.htm>)

#### **Criterion #6:**

- Check here if the site agrees to participate in the National Park Service Passport program, making a passport station available to visitors with no fee or purchase requirement.



<https://www.nps.gov/kewe/planyourvisit/passport-stamp.htm>)

- Check here if the site agrees to provide informational brochures for the site, as well as those provided by the park and other Keweenaw Heritage Sites with no fee or purchase requirement.

**Criterion #7:**

- Check here if the site agrees to have a representative attend semi-annual meeting of the Keweenaw Heritage Sites.

**Criterion #8:**

- Check here if the site agrees to provide statistical data to the park’s interpretive staff that documents the number of visitors served by the site.

Note for Criterion #8: We are good with this criterion. However, we would like to know how the data will look like, what type of data is desired, and in what format the data should be in.

The applicant hereby agrees to all terms and conditions set forth in the Keweenaw Heritage Sites Criteria and will abide by the Keweenaw Heritage Sites program as administered by Keweenaw National Historical Park and the Keweenaw National Historical Park Advisory Commission.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

Applicants must submit application materials with all supporting documentation by close of business on March 31<sup>st</sup>, 2023.

The three methods of delivery are:

- a. Applications may be mailed, or hand delivered to Keweenaw NHP Headquarters:  
Keweenaw National Historical Park Advisory Commission  
25970 Red Jacket Road  
Calumet, MI 49913  
ATTN: Keweenaw Heritage Site Application
- b. Applications may be provided electronically to:

Sean\_gohman@partner.nps.gov

Use the words: “**Keweenaw Heritage Site Application**” in the subject line

**The Keweenaw Heritage Sites Committee reviews all applications and develops recommendations to the Superintendent for final disposition.** The Committee consists of five (5) representatives of the Keweenaw Heritage Sites, two (2) members of the Advisory Commission, and two (2) NPS staff.

Written notification of a decision will be provided to candidate sites prior to a formal public announcement of designation at the next regular quarterly meeting of the Keweenaw NHP Advisory Commission. Applicants that do not receive designation will be notified in writing by the Keweenaw Heritage Sites Committee, providing the site with specific reasons for the declination, and recommending mitigation measures that may result in the site’s future designation.

## **Appendix**

### **Table of Contents**

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Appendix F: Keweenaw Resort LLC - Change of Address 2021-09-27

## **Appendix A: KML Historic Preservation Easement**

Below is a copy of the recorded documents related to the historic preservation easement for the Keweenaw Mountain Lodge. The documents were recorded on September 5, 2018, when Keweenaw Resort, LLC purchased the Lodge from Keweenaw County.



20180571

20180571

September 05, 2018 1:46 PM

Fees: \$30.00

Julie A. Carlson

Register of Deeds

KEWEENAW COUNTY

Pages: 6

### HISTORIC PRESERVATION EASEMENT

#### KEWEENAW MOUNTAIN LODGE AND GOLF COURSE COMPLEX, TOWNSHIP OF GRANT, KEWEENAW COUNTY MICHIGAN

This historic preservation easement (the "Easement") is made the 5th day of September 2018 between KEWEENAW COUNTY as GRANTOR of a historic preservation easement (hereafter referred to as the "Grantor") whose address is 5095 4<sup>th</sup> Street, Eagle River, MI 49950, and the MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY, a principal state department acting through its STATE HISTORIC PRESERVATION OFFICE ("SHPO" or "Grantee"), whose address is 735 East Michigan Ave., Lansing, Michigan, 48912. The Grantor is the recipient of a 2007 Community Facility Grant Award from the United States Department of Agriculture, Rural Housing Service (USDA). The consideration for this Easement totals Ten thousand dollars (\$10,000) received from the USDA with the condition of granting this Easement to the Grantee.

The property that is the subject to this Easement is the Keweenaw Mountain Lodge and Golf Course Complex, as described below (the "Property"), is listed in the National Register of Historic Places (the "National Register"). The Property is a parcel of land located in Grant Township, Keweenaw County, Michigan, and is more particularly described as:

A parcel of land being a part of the South Half (S ½) of Section 31, T59N, R28W, Grant Township, Keweenaw County, Michigan AND the North Half of Section 6, T58N, R28W, Grant Township, Keweenaw County, Michigan described as: Beginning at the Southeast corner of said Section 31, T59N, R28W and the Northeast corner of said Section 6, T58N, R28W thence S. 00° 17' 27" E. 1766.33 feet along the East line of said Section 6; thence N. 89° 10' 31" W. 4220.22 feet to a point on the Easterly right of way line of Highway U.S. 41 (33 feet from center line); thence along the Easterly right of way line of said Highway the following eight courses N. 00° 49' 59" W. 33.95 feet to the point of curvature of a curve to the Right (Radius = 1041.27 feet, Delta = 15° 36' 17", Chord Bears N. 07° 53' 20" E. 282.72 feet); thence along the arc of said curve to the Right 283.59 feet; thence N. 15° 41' 29" E. 604.59 feet to the point of curvature of a curve to the Left (Radius = 620.65 feet, Delta = 35° 53' 27", Chord Bears N. 02° 15' 15" W. 382.46 feet); thence along the arc of said curve to the Left 388.78 feet; thence N. 20° 11' 58" W. 242.73 feet to the point of curvature of a curve to the Right (Radius = 724.21 feet, Delta = 19° 14' 13", Chord Bears N. 10° 34' 52" W. 242.01 feet); thence along the arc of said curve to the Right 243.15 feet to point on the North line of said Section 6; thence S. 89° 35' 55" E. 167.06 feet along the North line of said Section 6 to a point on the Southeasterly right of way line of said Highway (200 feet from the center line) and to

the point of curvature of a curve to the Right (Radius = 557.21 feet, Delta = 28° 09' 25", Chord Bears N. 12° 42' 25" E. 271.08 feet); thence along the arc of said curve to the Right 273.83 feet; thence N. 55° 56' 17" E. 183.29 feet; thence N. 88° 38' 15" E. 998.32 feet; thence S. 51° 39' 00" E. 552.02 feet; thence S. 85° 13' 53" E. 189.44 feet; thence S. 20° 26' 38" E. 50.49 feet to a point on the South line of said Section 31, thence S. 89° 23' 51" E. 2136.51 feet to the point of beginning of this description.

Said Property being shown as Parent Parcel #1 and Proposed Parcel "A" on Sheet #1 of a Certificate of Survey recorded in the records of the Keweenaw County Register of Deeds on July 14, 2017, Document No. 20170422, as amended by a Scrivener's Affidavit filed on August 23, 2017, Document No. 20170502.

This Easement is executed consistent with Subpart 11 of Part 21 of Article 1, Conservation and Historic Preservation Easements of the Michigan Environmental Protection Act, MCL 324.2140 *et seq.* and is subject to the following conditions and covenants:

- (1) The purpose of this Easement is to protect the existing improvements on the Property, namely the original mountain lodge building/club house (with its kitchen, bar, dining, seating, sales, office, and porch areas), the golf course, cabins constructed in the 1930(s), and the conference center added to the original mountain lodge building with SHPO's approval between 2006-2007 (the "Existing Improvements").
- (2) This Easement does not apply to the motel, the maintenance buildings and outbuildings on the Property (the "Noncontributing Buildings"). Alteration, rehabilitation and demolition of the Noncontributing Buildings may be undertaken without the consultation or permission of the SHPO, its successors or assigns.
- (3) Grantor covenants on behalf of itself, its heirs, successors and assigns that the Owner of the Property will restore, maintain and preserve the Existing Improvements in accordance with the recommended approaches of the U.S. Secretary of Interior's *Standards for the Treatment of Historic Properties*, 36 CFR 67-68 (the "Secretary's Standards") in order to preserve those qualities that made the Property eligible for listing on the National Register.
- (4) No construction, alteration or rehabilitation to the Existing Improvements, nor any new construction to the Property shall be undertaken or permitted to be undertaken that would affect the historic features or historic character of the Existing Improvements without consultation with and the express permission of the SHPO, its successors or assigns; provided, however, in the event a written request is not approved by SHPO within thirty (30) days after written submission, such construction, alteration or rehabilitation may be undertaken in accordance with the recommended approaches of the Secretary's Standards. So long as the Owner of the Property does not permit any building or improvement to be constructed or exist on the Property at a height greater than the present roof of the Lodge building, expansion of the existing golf course into the eastern portion of the Property shall not be deemed to affect the historic features or character of the Existing Improvements.
- (5) Development of the eastern portion of the Property shall be restricted to that parcel of land that is located beyond the easternmost point of Golf Course Road, except for

expansion of the existing golf course into the eastern portion of the Property, which shall not be restricted. All plans for any construction improvement on the eastern portion of the Property shall first be presented to the SHPO for review and comment before commencement of any construction. The Owner of the Property shall not permit any building or improvement to be constructed or exist on the Property at a height greater than the present roof of the Lodge building.

- (6) The SHPO shall be permitted at all reasonable times to inspect the Property in order to ascertain if the above conditions are being met.
- (7) In the event of a violation of this Easement, and in addition to any current or future remedy provided by law, the SHPO may, following reasonable notice to the Owner of the Property, institute suit to enjoin the violation or to require the restoration of the Existing Improvements, obtain specific performance, and pursue other remedies provided by law.
- (8) This Easement is binding on the Grantor and its heirs, successors and assigns in perpetuity. All stipulations and covenants within this document shall be inserted by the Grantor verbatim or by express reference in any deed or other legal instrument by which the Grantor divests itself of any interest or any part interest in the Property.
- (9) Failure of the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or use of such right or remedy at any other time.
- (10) This Easement shall be a binding servitude upon the Property and shall be deemed to run with the land. Grantor further agrees to promptly and properly record this Easement in the Register of Deeds' Office in the county in which the Property is located. Execution of this Easement shall constitute conclusive evidence that the Grantor agrees to be bound by the foregoing conditions and restrictions and agrees to perform the obligations as described within this Easement.
- (11) The Owner of the Property shall bear all costs necessary to preserve the historic integrity of the features, materials, appearance, workmanship and environment of the Existing Improvements pursuant to the U.S. Secretary of the Interior's *Standards for the Treatment of Historic Properties*, 36 CFR 67-68. Nothing in this Easement prohibits the Owner of the Property from seeking financial assistance from any other source for additional preservation efforts.
- (12) The Owner of the Property shall bear all costs of the continued maintenance and repair of the Property so as to keep it in a sound state of repair, prevent deterioration and preserve the architectural and historical, and archaeological integrity of the Property and enhance those qualities that make the Property eligible for listing in the National Register of Historic Places.
- (13) Any visual or structural alterations to the Property shall be made in accordance with the recommended approaches in the U.S. Secretary of the Interior's *Standards for the Treatment of Historic Properties*, 36 CFR 67-68, and no visual or structural

- alterations will be made to the Property without prior written permission from the Grantee, its successors or assigns, which shall not be unreasonably withheld.
- (14) The Owner of the Property will provide public access to the Existing Improvements no less than twelve (12) days each calendar year so that the general public can view the Existing Improvements. The days the Existing Improvements are available to the public will be equitably spaced. The Owner of the Property may take into account seasonal and other factors that will most effectively afford public access.
  - (15) The Owner of the Property may charge a reasonable nondiscriminatory admission fee to the public that is comparable to fees charged at similar facilities in the area. The Owner of the Property will not discourage public visitation of the Property during the time public access is required in accordance with the preceding paragraph of this Easement.
  - (16) The Owner of the Property shall comply with the Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, MCL 37.1101 *et seq.*, and all other state, federal and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Easement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Owner of the Property agrees to include in every subcontract entered into for the performance of its obligations under this Easement this same covenant not to discriminate in employment.
  - (17) The Owner of the Property must comply with the Americans with Disabilities Act and with Section 504 of the Rehabilitation Act when interior public access is required at least twelve (12) days per calendar year. The Owner of the Property is not required to make every part of the Property accessible to and useable by disabled persons by means of physical alterations. During public access periods, videos, slide presentations and/or other audio-visual media should be used to depict otherwise inaccessible areas or features. The intent of this paragraph is to communicate that the preservation/accessibility issue must be addressed and that the solution is to take careful steps to determine what can be done to improve access without sacrificing historic fabric.
  - (18) If the Owner of the Property leases the Property, the Owner of the Property covenants to incorporate into the lease all of the terms, conditions and covenants of this Easement.
  - (19) The Grantor acknowledges that the Grantee, after providing written notice to the Owner of the Property, may institute action(s) to enjoin violations of this Easement, to require specific performance, and to require restoration of the Property in



conformity with the U.S. Secretary of the Interior's *Standards for the Treatment of Historic Properties*, 36 CFR 67-68. The Grantee has available to it all legal and equitable remedies to enforce Grantor's obligations under this Easement. If the Owner of the Property is found by a court of competent jurisdiction to have violated any of its obligations, the Owner of the Property shall reimburse the Grantee for all costs and expenses incurred in connection with the Grantee's enforcement of the terms of this Easement, including but not limited to all court costs, attorney's fees, architectural fees, engineering and expert witness fees.

- (20) The SHPO may, for good cause, modify or cancel any or all of the foregoing restrictions upon application of the Grantor, its heirs, successors or assigns. The SHPO reserves the right to assign its responsibilities under this Easement to a third party that may be, but is not limited to, another government entity or non-profit organization.
- (21) This Easement will be interpreted in accordance with the laws of the State of Michigan. If any provision of this document or future amendment to this document is found to be illegal or otherwise unenforceable by a court of competent jurisdiction, such provision shall be severed and such action will not affect the enforceability of the remaining provisions of this Easement.

**This Easement shall be binding upon the Property and shall be deemed to run with the land. Execution and recording of this Easement in the Keweenaw County Register of Deeds' Office shall constitute conclusive evidence that the Grantor agrees to be bound by the foregoing conditions and restrictions and agrees to perform the obligations as described within this Easement.**

IN WITNESS WHEREOF, the Grantor subscribes its name on the date set forth below:

**GRANTOR:**  
KEWEENAW COUNTY

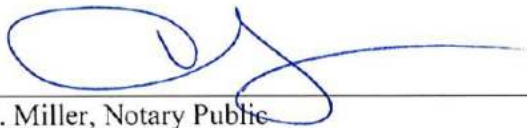


By: Donald Piche, Chairman  
Keweenaw County Board of Commissioners

Date: September 5, 2018

STATE OF MICHIGAN            )  
  )  
COUNTY OF KEWEENAW        )

The foregoing instrument was acknowledged before me on September 5, 2018, by Donald Piche, Chairman of the Keweenaw County Board of Commissioners, acting on behalf of Keweenaw County.



\_\_\_\_\_  
Charles W. Miller, Notary Public  
State of Michigan, County of Keweenaw  
My commission expires August 20, 2024

*Acting in Houghton County*

**THIS INSTRUMENT IS EXEMPT FROM REAL ESTATE TRANSFER TAXES  
PURSUANT TO SECTION 5(h) OF 1966 PA 134, MCL 207.505(h)(i), AND  
SECTION 6(h) OF 1993 PA 330, MCL 207.526(h)(i)**

<p><b>Drafted By:</b> Kara Hart-Negrich Legal Affairs – Preservation Office Michigan State Housing Development Authority 735 E. Michigan Ave. Lansing, MI 48912 (517) 335-2273</p> <p><b>After Recording, Return to:</b> Kara Hart-Negrich Legal Affairs – Preservation Office Michigan State Housing Development Authority 735 E. Michigan Ave. Lansing, MI 48912 (517) 335-2273</p>	<p><b>Legal Description Reviewed By:</b> Kara Hart-Negrich Legal Affairs – Preservation Office Michigan State Housing Development Authority 735 E. Michigan Ave. Lansing, MI 48912 (517) 335-2273</p>
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**Appendix B: Keweenaw Resort LLC - Articles of Incorporation 2018-08-01**

Filed by Corporations Division Administrator Filing Number: 201875450640 Date: 08/02/2018



Form Revision Date 02/2017

**ARTICLES OF ORGANIZATION**  
For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

**Article I**

The name of the limited liability company is:

KEWEENAW RESORT, LLC

**Article II**

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

The company will engage in the ownership and operation of a resort, namely the resort currently called the Keweenaw Mountain Lodge.

**Article III**

The duration of the limited liability company if other than perpetual is:

**Article IV**

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: JOHN MUELLER  
2. Street Address: 2203 LORRAINE AVE  
Apt/Suite/Other:  
City: KALAMAZOO  
State: MI Zip Code: 49008

3. Registered Office Mailing Address:  
P.O. Box or Street Address: 2203 LORRAINE AVE  
Apt/Suite/Other:  
City: KALAMAZOO  
State: MI Zip Code: 49008

Signed this 1st Day of August, 2018 by the organizer(s):

Signature	Title	Title if "Other" was selected
John Mueller	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline  Accept

***MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS***  
***FILING ENDORSEMENT***

***This is to Certify that the*** ARTICLES OF ORGANIZATION

***for***

KEWEENAW RESORT, LLC

***ID Number:*** 802221982

***received by electronic transmission on*** August 01, 2018 ***, is hereby endorsed.***

***Filed on*** August 02, 2018 ***, by the Administrator.***

***The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.***



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 2nd day of August, 2018.***

A handwritten signature in cursive script that reads "Julia Dale".

***Julia Dale, Director***  
***Corporations, Securities & Commercial Licensing Bureau***

# LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF KEWEENAW RESORT, LLC

PURSUANT TO MICHIGAN LIMITED LIABILITY COMPANY ACT ACT 23 of 1993

This Agreement, entered into on August 1, 2018, is a

A SINGLE-MEMBER LLC OPERATING AGREEMENT, entered into by and between KEWEENAW RESORT, LLC, a Michigan LLC (the "Company") and John Mueller of 2203 Lorraine Avenue, Kalamazoo, Michigan, hereinafter known as the "Member".

WHEREAS the Member desires to create a limited liability company under the laws of the State of Michigan and set forth the terms herein of the Company's operation and the relationship between Member.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Member and the Company agree as follows:

## 1. Name and Principal Place of Business

The name of the Company shall be **KEWEENAW RESORT, LLC**. The principal place of business of the Company shall be at 2203 Lorraine Avenue, City of Kalamazoo, in the State of Michigan or at such other place of business as the Member shall determine.

## 2. Formation

The Company was formed on August 1, 2018, when the Member filed the Articles of Organization with the office of the Secretary of State of the State of Michigan pursuant to the statutes governing limited liability companies in the State of Michigan (the "Statutes").

## 3. Purpose

The primary purpose of the Company is to engage in the ownership and operation of real estate properties and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member in his discretion shall determine.

## 4. Term

The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provisions set forth herein.

## 5. Member Capital Contributions

The Member may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any Capital Contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes.

## 6. Distributions

For purposes of this Agreement "net profits" and "net losses" mean the profits or losses of the Company resulting from the conduct of the Company's business, after all expenses, including depreciation allowance, incurred in connection with the conduct of its business for which such expenses have been accounted.

The term "cash receipts" shall mean all cash receipts of the Company from whatever source derived, including without limitation capital contributions made by the Member; the proceeds of any sale, exchange, condemnation or other disposition of all or any part of the assets of the Company; the proceeds of any loan to the Company; the proceeds of any mortgage or refinancing of any mortgage on all or any part of the assets of the Company; the proceeds of any insurance policy for fire or other casualty damage payable to the Company; and the proceeds from the liquidation of assets of the Company following termination.

The term "capital transactions" shall mean any of the following: the sale of all or any part of the assets of the Company; the refinancing of mortgages or other liabilities of the Company; the receipt of insurance proceeds; and any other receipts or proceeds are attributable to capital.

A "Capital Account" for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

## 7. Books, Records and Tax Returns

The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records and transactions of the Member.

The Company's fiscal year shall be the calendar year with an ending month of December.

The Member intends that the Company, as a single member LLC, shall be taxed as a sole proprietorship in accordance with the provisions of the Internal Revenue Code. Any provisions herein that may cause may cause the Company not to be taxed as a sole proprietorship shall be inoperative.

## 8. Bank Accounts

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member. Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member from time to time may designate.

## 9. Management of the Company

The business and affairs of the Company shall be conducted and managed by the Member in accordance with this Agreement and the laws of the State of Michigan.

John Mueller, as sole member of the Company, has sole authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company. The Member shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree or order of a court. The Company is organized as a "member-managed" limited liability company. The Member is designated as the initial managing member.

### Ownership of Company Property.

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

## 10. Dissolution and Liquidation

The Company shall dissolve and its affairs shall be wound up on the first to occur of (i) At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement. (ii) The determination by the Member that the Company shall be dissolved.

Upon the death of the Member, the Company shall be dissolved. By separate written documentation, the Member shall designate and appoint the individual who will wind down the Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.

Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.

## 11. Indemnification

- a) The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and unappealable or not timely appealed (“Judicially Determined”) to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding (“Claim”), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth herein.

Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification as set forth herein.

All rights of the Member to indemnification under this Agreement shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.



The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

## 12. Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Michigan. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 1<sup>st</sup> day of August, 2018.

KEWEENAW RESORT, LLC

By: John Mueller

  
Member Signature

**Appendix D: Mueller - LLC Resolution - Keweenaw Resort LLC 2018-08-25**

**Keweenaw Resort, LLC  
Limited Liability Company Resolution**

WHEREAS, Keweenaw Resort, LLC (the "Company") is a single-member limited liability company organized under the laws of the State of Michigan;

WHEREAS, John Mueller is the sole member of the Company;

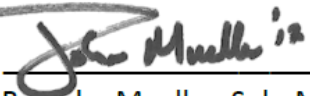
WHEREAS, the Company desires to grant John Mueller the authority to sign documents on behalf of the Company and bind the Company thereto; and

WHEREAS, the Company desires to ratify actions previously taken by John Mueller on behalf of the Company,

IT IS THEREFORE RESOLVED, that John Mueller, as sole member of Keweenaw Resort, LLC, is hereby authorized to sign documents on behalf of the Company and bind the Company thereto. The foregoing authority includes, but is not limited to, closing statements, property transfer affidavits, and other documents necessary to complete the acquisition of the Keweenaw Mountain Lodge; all documentation necessary to transfer ownership of liquor licenses from Keweenaw County to the Company; and all other powers of attorney, assignments, contracts, certificates, and other instruments.

IT IS FURTHER RESOLVED that all actions previously taken by John Mueller on behalf of the Company, including but not limited to the submission of a Retailer License and Permit Application and Conditional License Application (Ownership Transfer) by facsimile to the Michigan Department of Licensing and Regulatory Affairs on or about August 16, 2018 or August 17, 2018, are hereby ratified and binding upon the Company.

The undersigned hereby certifies that he is the sole member of Keweenaw Resort, LLC, a limited liability company duly formed pursuant to the laws of the state of Michigan, and that the foregoing is a true record of a resolution duly adopted as of August 25, 2018

Keweenaw Resort, LLC  By: John Mueller, Sole-Member	Dated: August 25, 2018
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**Appendix E: KML - DBA with State of Michigan 2018-12-03**

Filed by Corporations Division Administrator Filing Number: 201899584480 Date: 12/03/2018

**LARA** Corporations  
Online Filing System  
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

**CERTIFICATE OF ASSUMED NAME**  
For use by DOMESTIC LIMITED LIABILITY COMPANY

*Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Certificate:*

1. The identification number assigned by the Bureau is:	<input type="text" value="802221982"/>
2. The name of the limited liability company is:	<input type="text" value="KEWEENAW RESORT, LLC"/>
3. The assumed name under which business is to be transacted is: <p style="text-align: center;">KEWEENAW MOUNTAIN LODGE</p>	

This document must be signed by an authorized officer or agent (corporations); a member, manager, or an authorized agent (limited liability companies); or general partner (limited partnerships):

Signed this 2nd Day of December, 2018 by:

Signature	Title	Title if "Other" was selected
John Mueller	Member	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline     Accept

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**  
**FILING ENDORSEMENT**

**This is to Certify that the** CERTIFICATE OF ASSUMED NAME

**for**

KEWEENAW RESORT, LLC

**ID Number:** 802221982

to transact business under the assumed name of  
KEWEENAW MOUNTAIN LODGE

**received by electronic transmission on** December 02, 2018 **, is hereby endorsed.**

**Filed on** December 03, 2018, **by the Administrator.**

**The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.**

Expiration Date: December 31, 2023



**In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 3rd day of December, 2018.**

**Julia Dale, Director**  
**Corporations, Securities & Commercial Licensing Bureau**

**Appendix F: Keweenaw Resort LLC - Change of Address 2021-09-27**

Filed by Corporations Division Administrator Filing Number: 221461228040 Date: 09/27/2021



Form Revision Date 07/2000

**CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR RESIDENT AGENT**  
**For use by DOMESTIC LIMITED LIABILITY COMPANY**

Pursuant to the provisions of Act 23, Public Acts of 1993 (limited liability companies) the undersigned executes the following Certificate:

The identification number assigned by the Bureau is:	802221982
The name of the limited liability company is:	KEWEENAW RESORT, LLC
The name of the resident agent on file with the Bureau is :	JOHN MUELLER
The location of the registered office on file with the Bureau is:	2203 LORRAINE AVE ,KALAMAZOO, MI, 49008
The mailing address of the above office on file with the Bureau is:	2203 LORRAINE AVE, KALAMAZOO, MI, 49008

Enter in Item A the information as it should now appear on the public record.

A. The street address of the registered office and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

Agent Name: JOHN MUELLER  
 Street Address: 14252 US HWY 41  
 Apt/Suite/Other:  
 City: COPPER HARBOR  
 State: MI Zip Code: 49918

Registered Office Mailing Address:

P.O. Box or Street Address: 14252 US HWY 41  
 Apt/Suite/Other:  
 City: COPPER HARBOR  
 State: MI Zip Code: 49918

The above changes were authorized by resolution duly adopted by: 1. ALL CORPORATIONS: its Board of Directors or the resident agent if only the address of the registered office is changed, in which case a copy of this statement has been mailed to the corporation. 2. NONPROFIT CORPORATIONS ONLY: the incorporators, only if no board has been appointed. 3. LIMITED LIABILITY COMPANIES: an operating agreement, affirmative vote of a majority of the members pursuant to section 502(1), managers pursuant to section 405, or the resident agent if only the address of the registered office is changed.

The corporation or limited liability company further states that the address of its registered office and the address of its resident agent as changed, are identical.

This document must be signed by an authorized officer or agent (corporations) or a member, manager, or an authorized agent (limited liability companies).

Signed this 27th Day of September, 2021 by:

Signature	Title	Title if "Other" was selected
John Mueller	Member	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**

**FILING ENDORSEMENT**

**This is to Certify that the** CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR  
RESIDENT AGENT

**for**

KEWEENAW RESORT, LLC

**ID Number:** 802221982

**received by electronic transmission on** September 27, 2021 , **is hereby endorsed.**

**Filed on** September 27, 2021, **by the Administrator.**

**The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.**



**In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 27th day of September, 2021.**

**Linda Clegg, Director**

**Corporations, Securities & Commercial Licensing Bureau**