

STATE OF MICHIGAN
13th CIRCUIT COURT
COUNTY OF GRAND TRAVERSE

CHAZZ MCCALL, AS TRUSTEE OF THE
CHARLES WILLIAM MCCALL TRUST,
KAY INGRAHAM, AS SUCCESSOR TRUSTEE OF
THE JAMES K. & PATSY A. GALLAGHER TRUST,
MICHAEL & LINDA GALLAGHER, DONALD
GALLAGHER, ROSE DOUGLAS, KAREN BISHOP,
JAMES C. GALLAGHER, SHANNON WEBER,
SAMUEL & CYMBRE FOSTER, and
TIMOTHY LAMBERT,

Case No.: 2026-_____-CH
Honorable _____

Plaintiffs,

v

GRAND TRAVERSE COUNTY and THE
CHARTER TOWNSHIP OF LONG LAKE,

Defendants.

Brace E. Kern (P75695)
BEK Law, PLC
Attorney for Plaintiffs
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There is a resolved civil action, arising out of the transaction or occurrence alleged in this Complaint, in the US District Court for the Western District of Michigan Southern Division, that was assigned Case No. 1:23-cv-1363 to the Honorable Jane M. Beckering.

COMPLAINT & JURY DEMAND

NOW COME Plaintiffs, by and through their undersigned counsel, who hereby state as follows for their Complaint against Grand Traverse County and the Charter Township of Long Lake due to the unlawful transfer of Twin Lakes County Park:

THE PARTIES, VENUE & JURISDICTION

1. The real property that is the subject of this action is Twin Lakes County Park.¹
2. Plaintiff Chazz McCall, as Trustee of the Charles William McCall Trust (hereinafter, the “McCall Trust”), resides at 6900 North Long Lake Road, in the Charter Township of Long Lake, County of Grand Traverse, State of Michigan (hereinafter, “McCall’s Frontage”).
3. McCall’s Frontage is the principal residence of Chazz McCall, Trustee of the Charles William McCall Trust.
4. The McCall Trust is the record owner of title to McCall’s Frontage.
5. McCall’s Frontage is appurtenant to and borders the Southwest side of Twin Lakes County Park.²
6. Plaintiff Kay Ingraham, as Successor Trustee of the James K. & Patsy A. Gallagher Trust (hereinafter, the “Gallagher Trust”), is a resident of 6570 North Long Lake Road, in the Charter Township of Long Lake, County of Grand Traverse, State of Michigan (hereinafter, the “Gallagher Farm”).
7. The Gallagher Trust is the record owner of title to the Gallagher Farm.
8. The Gallagher Farm is appurtenant to and borders the Southeast side of Twin Lakes County Park.
9. Michael & Linda Gallagher are residents of 6646 North Long Lake Road, in the Charter Township of Long Lake, County of Grand Traverse, State of Michigan.
10. Michael & Linda Gallagher are the record owners of title to real property located at 6646 North Long Lake Road, which nearly borders the Southeast side of Twin Lakes County Park.

¹ Exhibit 1 – Twin Lakes County Park History

² Exhibit 2 – Twin Lakes County Park Parcel Map

11. Michael & Linda Gallagher are beneficiaries of the Gallagher Trust, which provides them with a 20% interest in the Gallagher Farm.

12. Donald Gallagher is a resident of the County of Leelanau, State of Michigan.

13. Donald Gallagher is a beneficiary of the Gallagher Trust, which provides him with a 20% interest in the Gallagher Farm.

14. Rose Douglas is a resident of 6570 North Long Lake Road, in the Charter Township of Long Lake, County of Grand Traverse, State of Michigan, which is appurtenant to and borders the Southeast side of Twin Lakes County Park.

15. Rose Douglas is a beneficiary of the Gallagher Trust, which provides her with a 20% interest in the Gallagher Farm.

16. Karen Bishop is a resident of the City of Holland, County of Ottawa, State of Michigan.

17. Karen Bishop is a beneficiary of the Gallagher Trust, which provides her with a 20% interest in the Gallagher Farm.

18. James C. Gallagher resides in the Township of Garfield, County of Grand Traverse, State of Michigan.

19. James C. Gallagher is the record owner of title to real property located on North Long Lake Road, which is appurtenant to and borders the South side of Twin Lakes County Park.

20. Shannon Weber resides in the County of Wexford, State of Michigan.

21. Shannon Weber is the record owner of title to real property located on North Long Lake Road, which is appurtenant to and borders the East side of Twin Lakes County Park.

22. Samuel & Cymbre Foster reside at 4530 Strait Road, in the Township of Long Lake, County of Grand Traverse, State of Michigan (hereinafter, the “Fosters”).

23. The Fosters are the record owners of title to real property located at 4530 Strait Road, which is appurtenant to and borders the Northwest side of Twin Lakes County Park.

24. Timothy Lambert resides at 6867 Cedar Run Road, in the Township of Long Lake, County of Grand Traverse, State of Michigan.

25. Plaintiff Lambert is the record owner of title to real property located at 6867 Cedar Run Road, which is appurtenant to and borders the North side of Twin Lakes County Park.

26. Defendant Grand Traverse County is a general law county of the State of Michigan with its principal place of business located at 400 Boardman Avenue, Suite 305, in the City of Traverse City, County of Grand Traverse, State of Michigan (hereinafter, the “County”).

27. Defendant the Charter Township of Long Lake is a Michigan charter township with its principal place of business located at 8870 North Long Lake Road, in the County of Grand Traverse, State of Michigan (hereinafter, the “Township”).

28. Jurisdiction and venue are proper in the Circuit Court for Grand Traverse County, pursuant to MCL § 600.2932, because Plaintiffs’ action seeks to quiet title to real property located in the County of Grand Traverse.

GENERAL ALLEGATIONS

29. Plaintiffs reallege the above-enumerated paragraphs as if fully set forth herein.

30. On the eve of Independence Day in 1941, as America realized its involvement in World War II was inevitable, widower and retired Grand Traverse County Judge Parm Gilbert pledged an offer to his County Board of Supervisors “to convey this property to the county as a county park.”³

³ Exhibit 3 – Letter from Judge Gilbert to the County Board of Supervisors, dated July 3, 1941

31. Two months before the attack on Pearl Harbor, Judge Gilbert executed a deed conveying 25 acres to the County on condition that “[t]hese lands so conveyed to Grand Traverse County as a County park, to be owned, improved and used as such and for recreation purposes.”⁴

32. In response to Judge Gilbert’s proposed deed, the County’s Committee on Finance, Ways & Means recommended (1) “that the Board of Supervisors of Grand Traverse County accept the deed to said property to be used as a County Park,” and (2) “that this park be known as Twin Lakes County Park, and that its funds, property, care, control and improvement be at all times in the hands of and subject to the action of said Trustees and their successors in office.”⁵

33. In a session of the Board of Supervisors in October 1941, the County accepted the Committee’s recommendations and passed a motion to adopt a resolution to accept Judge Gilbert’s deed for “said property to be used as a County Park.”⁶

34. The Board’s resolution to accept the deed was carried by the unanimous vote of all 15 supervisors present at the session.

35. The purpose for which Judge Gilbert’s deed was given, i.e. to convey the property as a County Park, is clear and unequivocal.

36. On October 29, 1941, Judge Gilbert’s deed was recorded in the Register of Deeds, which deed contained a restrictive covenant that “[t]hese lands so conveyed to Grand Traverse County as a County park, to be owned, improved and used as such and for recreation purposes.”⁷

37. After the County accepted and recorded Judge Gilbert’s deed, it used the land to create Twin Lakes County Park.

⁴ Exhibit 4 – Indenture dated September 23, 1941, recorded October 29, 1941, at Liber 146 Page 74

⁵ Exhibit 5 – Committee Recommendations to the County Board of Supervisors, October 1941

⁶ Exhibit 6 – County Prosecuting Attorney Harry Running’s letter dated June 9, 1954

⁷ Exhibit 4 – Indenture dated September 23, 1941, recorded October 29, 1941, at Liber 146 Page 74

38. By virtue of the deed above referred to and by its unanimous acceptance by the Board of Supervisors, coupled with the expenditure of County funds, the title to and ownership of this real estate became vested in the County to be used and improved as a County Park in accordance with the restrictive covenant.

39. Two years after his initial public dedication, Judge Gilbert deeded another 10 acres to the County on condition that “[t]his property is conveyed to Grand Traverse County as a gift and as part of and addition to County Park to be owned, improved, and used as such, and for recreation purposes and programs.”⁸

40. As American troops landed at Normandy, Judge Gilbert deeded another 40 acres to the County subject to the restrictive covenant that “[t]hese premises are conveyed as a gift to Grand Traverse County to be owned, used and improved as a County Park and for recreation purposes. This parcel is in addition to lands heretofore conveyed by the same grantor to said County for similar purposes as shown by conveyances now on record in office of Register of Deeds, Grand Traverse County, Michigan.”⁹

41. All three of Judge Gilbert’s deeds to the County contained covenants that restricted the use of the land to being: (1) owned by the County, and (2) used as a County Park.

42. In the midst of the Vietnam War, Wilbert and Beulah Lautner deeded 40 acres to the County “[d]edicated to Grand Traverse County 4-H Club Leader’s Association. To be used as Nature Study and Recreation Area.”¹⁰

43. The Lautners’ 40 acres adjoined Twin Lakes County Park on its Northwest side.

⁸ Exhibit 7 – Indenture dated August 28, 1943, recorded October 14, 1943, at Liber 148 Page 160

⁹ Exhibit 8 – Indenture dated May 11, 1944, recorded June 26, 1944, at Liber 148 Page 373

¹⁰ Exhibit 9 – Warranty Deed dated June 22, 1967, recorded August 18, 1967, at Liber 284 Page 71

44. In 1972, Frank and Dorothy Stulen deeded 40 acres to the County “[f]or recreational and educational use.”¹¹

45. The Stulens’ 40 acres adjoined Twin Lakes County Park on its Northeast side.

46. For the next 50 years, the County respected the intent of these dedicators by owning, using, and improving the dedicated lands as a County Park.

47. The County’s current Board of Commissioners has forgotten the past, failed to honor the intent of the dedicators, and violated the restrictive covenants by dispossessing the County of ownership, use, and improvement of Twin Lakes County Park.

48. The County, as trustee for the public, took ownership of Twin Lakes County Park solely for the use intended by the dedicators.

49. It is a violation of the public’s trust for the County to dispossess itself of ownership of Twin Lakes County Park and to transfer use and improvement of it to the Township.

50. Dedications made by individuals are construed strictly according to the terms of the grant.

51. Judge Gilbert did not work for the Township; he was employed by the County.

52. The Township was in existence at the time all lands were dedicated to the County, yet none of the dedicators dedicated their lands to the Township.

53. A dedication for a specific purpose, i.e. a County Park, may not be changed by the legislature, a municipality or its successors, nor the general public, whether the use be public or private and even though the changed use may be advantageous to the public.

54. A municipality may not impose a more limited and restricted use than the dedication warrants.

¹¹ Exhibit 10 – Warranty Deed dated and recorded December 29, 1972, at Liber 340 Page 64

55. The forcible elimination of a restrictive covenant imposed by an individual's public dedication may only be achieved by the County through the exercise of eminent domain.

COUNT I – QUIET TITLE / ENFORCEMENT OF RESTRICTIVE COVENANT / EQUITABLE RELIEF

56. Plaintiffs reallege the above-enumerated paragraphs as if fully set forth herein.

57. On September 8, 2023, the County transferred Twin Lakes County Park to the Township via quit claim deed, which dispossessed the County of ownership and use of the dedicated lands as a County Park.¹²

58. Prior thereto, the County Prosecuting Attorney's Office issued a memorandum opining that "unless the County obtains releases of liability from relevant parties, Twin Lakes may not be used for purposes other than a county park."¹³

59. The general rule in Michigan (as well as most other states) is that when property has been conveyed or dedicated to a municipality for a designated public purpose, the property is held for such purpose and no other.

60. When private property is conveyed conditionally for one public use, it cannot be appropriated to another or different use.

61. When the County acquired the real property it used to create Twin Lakes County Park, the private property was conveyed to the County for one public use: to be owned, used, and improved as a County Park.

62. The County's transfer of Twin Lakes County Park attempts to utilize the property for a purpose other than as a County Park.

¹² Exhibit 11 – Quit Claim Deed 2023R-11197, dated September 8, 2023, recorded September 14, 2023

¹³ Exhibit 12 – County Prosecuting Attorney's Memorandum, dated March 25, 2014, re: Twin Lakes Park; Deeds; Public Dedication/Restrictive Covenants; Releases

63. The County's transfer of Twin Lakes County Park violates the restrictive covenants.

64. Since the private property was conveyed to the County to be owned, used, and improved as a County Park, the County cannot appropriate the land to a different owner or use.

65. The County failed to obtain the consent of the adjoining property owners before transferring Twin Lakes County Park to the Township.

66. Plaintiffs, as an adjoining property owner, never provided the County with their consent for Twin Lakes County Park to be used for any purpose other than as a County Park.

67. Plaintiffs did not consent to the County transferring ownership of Twin Lakes County Park.

68. Plaintiffs did not consent to Twin Lakes County Park being maintained by the Township as a Township Park.

69. In the absence of Plaintiffs' consent, the County cannot transfer ownership of Twin Lakes County Park.

70. In the absence of Plaintiffs' consent, the County cannot abdicate their obligation to maintain the dedicated property as Twin Lakes County Park.

71. In the absence of Plaintiffs' consent, the County cannot use the dedicated property for any other purpose than as a County Park.

72. The County acquired Twin Lakes County Park under the statutory authority of Act 90 of 1913.

73. Nothing in Act 90 of 1913 empowers the County to transfer ownership of Twin Lakes County Park to the Township.

74. The County's transfer of Twin Lakes County Park to the Township deprives Plaintiffs of the statutory privileges and protections of Act 90 of 1913.

75. The County operated Twin Lakes County Park through a parks and recreation commission created under the statutory authority of Act 261 of 1965.¹⁴

76. Nothing in Act 261 of 1965 empowers the County to transfer ownership of Twin Lakes County Park to the Township.

77. The County's transfer of Twin Lakes County Park to the Township deprives Plaintiffs of the statutory privileges and protections of Act 261 of 1965.

78. Pursuant to MCL 46.364, the County created and enforced Ordinance No. 8A "for the protection, regulation, and control of parkland known as Twin Lakes Park."¹⁵

79. Since transferring Twin Lakes County Park to the Township, the County repealed Ordinance No. 8A.

80. The repeal of Ordinance No. 8A has deprived Plaintiffs of the County's protection, regulation, and control of Twin Lakes County Park.

81. Plaintiffs, as owners of real property abutting Twin Lakes County Park, have the right to enforce the restrictions in the deeds dedicating Twin Lakes County Park.

82. Plaintiffs, as owners of real property abutting Twin Lakes County Park, have the right to invoke the aid of equity to prevent the improper transfer of Twin Lakes County Park.

83. Plaintiffs, as taxpayers to both the County and the Township, have the right to invoke the aid of equity to prevent the improper transfer of Twin Lakes County Park.

84. Twin Lakes County Park has a history of drownings that have raised public safety concerns.

¹⁴ MCL 46.351 *et. seq.*

¹⁵ Exhibit 13 – Grand Traverse County Parks and Recreation Twin Lakes Park Ordinance No. 8A

85. The County sought to dispossess itself of ownership and use of Twin Lakes County Park to avoid liability for another drowning.

86. In acquiring Twin Lakes County Park, the Township subjected its residents to an approximately tenfold increase in the amount of tax the Township's residents will have to pay for ownership and use of Twin Lakes County Park, including liability arising from negligence (County population = 95,680; Township population = 9,365).

87. The County's transfer of Twin Lakes County Park violates Act 90 of 1913, which empowers the County to acquire public parks, along with the obligation to improve and maintain them, but it does not empower county disposal of a public park.

88. Plaintiffs, as neighboring, abutting, and contiguous property owners who also have views into Twin Lakes County Park, have been subjected to special and unique damages by the County's transfer of ownership, use, and improvement of Twin Lakes County Park.

89. McCall's Frontage has unobstructed views across North Twin Lake and a front porch that stares into Twin Lakes County Park.

90. The use to which the land is dedicated must be preserved or the land will revert to the original proprietors.

91. In the event of reversion, the adjoining property owners would be uniquely and substantially harmed by the loss of neighboring 171 acres of County Park.

92. When the County accepted land dedicated as a County Park, they consented to complying with the restrictions contained in the deeds through which the County acquired the land for Twin Lakes County Park.

93. When the County accepted land dedicated as a County Park, they consented to complying with the law related to the use of publicly dedicated lands, which includes the laws that protect the interest of appurtenant property owners.

94. When Plaintiffs purchased their appurtenant real properties, they relied on the public dedication of their neighboring County Park being restricted to ownership by the County for use and improvement as a County Park.

95. Plaintiffs reasonably relied, to their detriment, on the County's compliance with the restrictions contained in the deeds through which the County acquired the land for Twin Lakes County Park.

96. Plaintiffs reasonably relied, to their detriment, on the County's compliance with the laws related to the use of publicly dedicated lands, which includes the laws that protect the appurtenant property owners.

97. For over 80 years, the dedicated lands have been owned, used, and improved as a County Park.

98. It is inequitable for the County to transfer ownership and use of land that was dedicated as a County Park.

99. The County never acquired the right to transfer ownership or use of land that was publicly dedicated as a County Park.

100. The County only acquired the right to hold the dedicated lands in trust for the public's use as a County Park.

101. Judge Gilbert only intended to gift Gilbert Park to the Township;¹⁶ not Twin Lakes County Park.

¹⁶ Exhibit 14 – Indenture dated July 29, 1925, recorded September 11, 1925, at Liber 115 Page 466

102. It is a breach of the public's trust for the County to transfer ownership, use, and improvement of lands that the County accepted on the specific condition that such lands were to be owned, used, and improved as a County Park.

103. If the County is allowed to sell or repurpose land that was specifically dedicated as a County Park, then the County misrepresented, to the dedicators, the community, and the neighboring property owners, that the County would own, use, and improve the lands as a County Park.

104. When Plaintiffs purchased their neighboring properties, they reasonably relied to their detriment on the County's promise to honor the public dedication of the land being restricted to ownership by the County for use and improvement as a County Park.

105. Plaintiffs, as neighboring, abutting, and contiguous property owners who also have views into Twin Lakes County Park, have been subjected to special and unique damages by the County's transfer of ownership, use and improvement of Twin Lakes County Park.

106. Plaintiffs' damages are directly and causally related to the County's violation of the restrictive covenants when the County ceased to own, use, and improve the land as a County Park.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs respectfully request an Order quieting title to Twin Lakes County Park by (1) declaring that the publicly dedicated lands are restricted to ownership by Grand Traverse County for use and improvement as a County Park; (2) voiding the deed through which the County attempted to transfer Twin Lakes County Park to the Township; (3) rescinding any agreements between the County and the Township related to the transfer of Twin Lakes County Park; (4) compelling the County's compliance with the terms of the public dedication of Twin

Lakes as a County Park; plus costs, expenses, and any such other and further relief as this Court deems just and proper.

JURY DEMAND

Plaintiffs respectfully demand a trial by jury on all counts.

Respectfully submitted,

BEK Law, PLC

Dated: June ____, 2026

By: _____

Brace Kern (P75695)
Attorney for Plaintiffs
3434 Veterans Drive
Traverse City, MI 49684
(231) 499-5380
info@bracekern.com

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Exhibit 1

To the Complaint

Respectfully submitted,

BEK Law, PLC

Dated: June ____, 2026

By: _____

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Twin Lakes Camp

History of Property Acquisition

- A. In 1941, then Probate Court Judge Parm Gilbert began discussion with the County Board of Supervisors about his intention of donating a parcel of land to the County for recreational uses. A three page letter sent to the Board of Supervisors by Judge Gilbert outlines his intentions and expectations by the County. Letter Dated: 7/3/41
- B. - In 1941, Judge Gilbert donates 25 acres to the County at a cost of \$1.10
- This transaction is recorded on October 29, 1941 in Liber 146 Page 74
 - Conditions: These lands so conveyed to Grand Traverse County as a County park, to be owned, improved, and used as such and for recreation purposes.
- C. - In 1943, Judge Gilbert donates 10 acres to the County at a cost of \$1.00
- This transaction is recorded on October 14, 1943 in Liber 148 Page 160
 - Conditions: This property is conveyed to Grand Traverse County as a gift and as part of an addition to a County Park to be owned, improved, and used as such, and for recreation purposes and programs.
- D. - In 1944, Judge Gilbert donates 40 acres to the County at a cost of \$1.00
- This transaction is recorded on June 26, 1944 In Liber 148, Page 373
 - Conditions: This parcel is in addition to lands heretofore conveyed by the same grantor to said County for similar purposes as shown by conveyances now on record in office of Register of Deeds, Grand Traverse County.
- E. - In 1967, Wilbert and Beulah Lautner donate 40 acres to the County at a cost of \$1.00 and other good and valuable considerations.
- This transaction is recorded on June 22, 1967 In Liber 284, Page 71
 - Conditions: Dedicated to Grand Traverse County 4-H Club Leader's Association. To be used as a Nature Study and Recreation Area.
- F. - In 1972 the County purchased 40+ acres from Frank and Dorothy Stulen for the price of \$12,500. (Prior to this transaction, the property was sold to the Stulen's by Carlus and Jeanne Kotila for the price of \$12,500)
- These Transactions: Kotila to Stulen took place on December 29, 1972 recorded in Liber 340, Page 63
Stulen to Grand Traverse County took place on December 29, 1972, recorded in Liber 340, Page 64
 - Restrictions: For recreational and educational use.

TWIN LAKES CAMP

HISTORY

Twin Lakes Camp was begun with an idea by Probate Court Judge Parm Gilbert in 1941. Judge Gilbert brought his idea of acquiring and donating to the County a 25 acre section of land situated on North Twin Lake. On October 29, 1941 the deed for 25 acres was given to the County and Twin Lakes Camp was born. Over the years, Judge Gilbert and others donated additional lands:

October 29, 1941	25 acres donated by Judge Gilbert
October 14, 1943	10 acres donated by Judge Gilbert
June 26, 1944	40 acres donated by Judge Gilbert
June 22, 1967	40 acres donated by Wilbert and Beulah Lautner
December 29, 1972	40+ acres purchased by the County from Carlus and Jeanne Kotila at a price of \$12,500

In 1968 the Oleson Foundation purchased a five acre parcel from Terry Lautner and then donated the land to the County. The deed for this transfer was never recorded, and in 1972 the Lautner's sold the same land to Larry Lelito. Mr. Lelito then sold the land to Anthony Provenzola. When the Provenzola's went to register the deed, it was realized about the County's ownership of the property. It appears, through many documents between attorneys that in 1974 the Oleson Foundation was rebated their original purchase amount, and that the County gave up any claim to the land. This was decided because the deed between the Lautners and the County was recorded after the deed between the Lautner's and Lelito's and legal precedent states that the first recorded deed has authority over a second deed.

The current acreage at Twin Lakes is 155 acres plus the 16 acres of water within North Twin Lake. A large section of the lake frontage on the Northwest to Southern point of the lake is owned by a private individual. This land (11 acres) was offered to the County in 1984 for a price of \$69,000. Mr. Jerry Oleson offered to pay half of the cost for the County but the transaction never took place, and the property was purchased by another individual.

Once the initial 25 acre property was acquired, the County agency directly responsible for the camp was the Road Commission. This was due to State law at the time, that placed the responsibility of parklands on the Road Commission within the County structure of government. Even though the Road Commission was the responsible party of record, a group called the Twin Lakes Camp Committee made up of volunteers, mainly individuals who were involved with 4-H actually ran the facility. It was Judge Gilbert's intention that 4-H would be at the forefront of improving and utilizing the facility. Due to World War II, the camp received very little improvement during the years of 41 - 46.

In 1947 the camp committee began a fund raising campaign for the construction of a lodge which could be used year round. A budget of \$30,000 was set by the committee, with those funds to be used for the construction of a 3,072 sq ft. lodge and ten cabins for use as sleeping quarters. Over the next two years the committee raised the necessary funds (\$6,000 from the County's general fund) and Gilbert Lodge was built. The lodge was dedicated on August 15, 1948.

The County Board of Supervisors, County Road Commission, and the Twin Lakes Camp Committee continued working together over the years, with the majority of the development and operational responsibilities handled by the Twin Lakes Camp Committee. This group of volunteers, with the help of many donated dollars and materials built the ten sleeping cabins, added to the kitchen quarters of the Gilbert Lodge, and developed trails upon the property. Tree planting events were repeated year after year by local 4-H youth, developing the beautiful forest that we now enjoy. Mr. Jerry Oleson was a major benefactor to the camp from the beginning. A log cabin structure was donated by Mr. Oleson in the late 50s or early 60s. As was the case for his entire life, Mr. Oleson made many donations quietly and due to his generosity, many fundraising dinners and Bar-B-Q's took place at the facility. A large outdoor grill was constructed in the late 40's and from this grill came many Sunday Chicken Dinners where proceeds were used for camp improvements and in later years the funds were split between the Camp and the Northwest Michigan College. Mr. Oleson was responsible for much, if not all, of the food consumed at these events. As is the case whenever multiple agencies are responsible for a common project, there were times of conflict and question as to who had control of what. In June of 1954, the County Prosecutor was asked to reaffirm the position of the Board of Supervisors, Road Commission, and Camp Committee.

In June 1966, the Rotary Club donated \$4,000 for the purchase of an "A - Frame" housing facility. This building added 60 new beds for the camp. Also taking place in 1966 was the addition of a maintenance shed, installation of running water in several of the cabins, and construction of an infirmary.

In the late 1970's, the cabins used for sleeping purposes were deemed unsafe for continued use by youth. This was due to a combination of laws from the State becoming more strict and the years of decay of the structures themselves. The Camp Committee had to wrestle with the decision to either remodel the existing cabins or come up with a new facility for overnight use by campers. After many meetings, it was decided to tear down the cabins and construct a new 140 bed dormitory. In 1980 the Camp Committee began its fund raising campaign hoping to collect \$350,000. With a \$150,000 grant from Rotary, the Committee was almost half way to their goal by February of 1981.

With this money in hand, the County approved the construction of the Dormitory and ground breaking took place on March 18, 1981. The grand opening of the facility took place in October of 1981. In the end, the Committee raised \$296,782 with the building's actual construction cost being \$319,000. Pledges towards the Dormitory were paid over a three year period, and in December of 1983, the County Board contributed \$23,000 to the effort in order to close the books on the project.

In 1979 the County Board of Commissioners created the Grand Traverse County Parks and Recreation Commission. With the advent of this new entity, the responsibility for Twin Lakes Camp, as well as other County owned parks was transferred to the Commission. The make up of the Pks and Rec. Commission had a representative from the Twin Lakes Camp Committee. Over the next several years, the Camp Committee continued to be the true operator of Twin Lakes Camp, with the Pks and Rec. Commission serving more as the body which the Camp Committee reported to (similar to the days of the Road Commission's control of Twin Lakes). The office which had the day to day responsibility for Twin Lakes was the 4-H office and the home of the Camp's Cook. From the beginning of Twin Lakes, the local Cooperative Extension 4-H agent was the director of the facility. Mrs. Evelyn Heim was the first cook at the Camp, and continued in that capacity until her death in 1985. Mrs. Heim was instrumental in many of the improvements and construction projects over the years. By 1983, the Director of the 4-H and Mrs. Heim decided that the day to day operation of the camp was more than they could handle in their voluntary capacity, and they asked the Parks and Recreation Commission to consider hiring a person within the Pks and Rec. Department to be Director of Twin Lakes Camp. In April of 1983 the County hired such a person and the Parks and Recreation Commission placed the operational budget of the Camp under its jurisdiction. This was the first time since the Camp's origin that Grand Traverse County truly became the entity responsible for day to day operation and improvements to Twin Lakes Camp.

In 1985, the County began making improvements to Gilbert Lodge, which was in dire need of structural repair. After the initial inspection and suggestions by a local architectural firm, the County approved \$60,000 for the replacement of the Lodge's roof, windows, siding, and flooring. In 1987, the County invested \$19,000 towards replacing the Lodge's electrical system, which was deemed a fire waiting to happen. Other minor improvements have taken place since the mid 80's including: a new dock at the water front which was donated by Camp Roy-El, new curtains in the Lodge which were donated by the 4-H Leaders Association, an irrigation system for the ball field which was purchased by the County. In addition, yearly maintenance has become a regular part of the County's operation budget for Twin Lakes.

Today, 1997 Twin Lakes has:

- A. approximately 175 acres of land and water resource.
- B. A modern dormitory capable of sleeping 140 people
- C. Gilbert Lodge which serves as a dining room and indoor meeting/recreation center. Due to current State law, the basement is off limits to campers.
- D. The Oleson Cabin, which is used for overflow sleeping (limited to 10 people)
- E. The A - Frame, which is used for overflow sleeping (limited to 10 people) and used for arts and crafts activities.
- F. The infirmary, which is used as a cabin for summer kitchen help.
- G. Several old garages and cabins which are used for storage and shop space.

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Plaintiffs,

v

GRAND TRAVERSE COUNTY and THE
CHARTER TOWNSHIP OF LONG LAKE,

Defendants.

Exhibit 2

To the Complaint

Respectfully submitted,

BEK Law, PLC

Dated: June ____, 2026

By: _____

Brace Kern (P75695)
Attorney for Plaintiffs
3434 Veterans Drive
Traverse City, MI 49684
(231) 499-5380
info@bracekern.com

STATE OF MICHIGAN
13th CIRCUIT COURT
COUNTY OF GRAND TRAVERSE

CHAZZ MCCALL, AS TRUSTEE OF THE
CHARLES WILLIAM MCCALL TRUST,
KAY INGRAHAM, AS SUCCESSOR TRUSTEE OF
THE JAMES K. & PATSY A. GALLAGHER TRUST,
MICHAEL & LINDA GALLAGHER, DONALD
GALLAGHER, ROSE DOUGLAS, KAREN BISHOP,
JAMES C. GALLAGHER, SHANNON WEBER,
SAMUEL & CYMBRE FOSTER, and
TIMOTHY LAMBERT,

Case No.: 2026-_____-CH
Honorable _____

Plaintiffs,

v

GRAND TRAVERSE COUNTY and THE
CHARTER TOWNSHIP OF LONG LAKE,

Defendants.

Exhibit 3

To the Complaint

Respectfully submitted,

BEK Law, PLC

Dated: June ____, 2026

By: _____

Brace Kern (P75695)
Attorney for Plaintiffs
3434 Veterans Drive
Traverse City, MI 49684
(231) 499-5380
info@bracekern.com

Gentlemen:

I take this means of offering to you and to Grand Traverse County a parcel of land located on Section 12, Town 27 North, Range 12 West, being approximately twenty-five acres, bordering on two lakes; that is to say, commonly known as Twin Lakes. The premises on the north side of the road are fairly described as follows: All that part of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 12, Town 27 North, Range 12 West, lying north of public highway County Road No. 610 and east of North Twin Lake; also all that portion of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 12 lying south of the highway and adjacent to South Twin Lake, all in Long Lake Township, Grand Traverse County.

It is my thought to convey this property to the county as a county park, to be used for any purpose consistent therewith, and particularly the following:

A. For use of 4-H clubs, their members and guests, including, of course, their parents on occasion.

B. For members of the Grange or any similar farm organization, when available.

C. To be used by and let for use to any other group, particularly of young people, to be used for the same purpose; that is to say, recreation, camping, occupation in connection with camp life--and this might well include underprivileged children who may not have opportunity to enjoy outings otherwise--and possibly on occasion Boy Scouts and Girl Scouts; all subject to the approval of trustees or other parties having lawful charge of the property.

The title to the property is entirely clear, all taxes paid, and will be conveyed by warranty deed.

I would suggest that at least three persons be designated, and perhaps more, to act as trustees or custodians of the property. Just how these persons should be distributed among the county organizations is for yourselves and others to work out, but, of course, the county should be represented by a member or members from the board of supervisors; probably the country rural schools, through the school commissioner's office; and the local farm organization; and these persons so designated and their successors should have final and complete control of the property, so that it may be suitably used, cared for and enjoyed permanently.

If I may be allowed to do so, I would like to suggest that for the present, and to begin the work of improving the property, the board of supervisors might go on record as favoring a commitment or appropriation for this park, to become effective at the October, 1941, meeting, undertaking on its behalf that Grand Traverse County pay towards this original improvement a sum equal to or in excess of any amount which may be obtained by voluntary subscription among 4-H clubs, Grange Organizations, and other sources, between this date and October 1, 1941. In other words, that the county will meet any amount so subscribed and paid by other organizations meantime. If this does not seem to be practical, it would, at least, it seems to me, be fair for the board at this time to go on record as being in favor of the project, and recommending the appropriation of some amount, and likewise, there should be at the October meeting a resolution adopted and placed on record accepting the property, if it is to be taken over by the county, and pledging the county in a minimum amount to be appropriated each and every year for its upkeep and maintenance and improvement.

If any of these suggestions are out of line, or not agreeable, of course, you are at perfect liberty to disregard the same. I submit the matter to you for your consideration.

I also suggest that the various organizations who might benefit by

the use of this property give these same items careful consideration

Respectfully,

Signed (Parm C. Gilbert)

Dated July 3, 1941

STATE OF MICHIGAN
13th CIRCUIT COURT
COUNTY OF GRAND TRAVERSE

CHAZZ MCCALL, AS TRUSTEE OF THE
CHARLES WILLIAM MCCALL TRUST,
KAY INGRAHAM, AS SUCCESSOR TRUSTEE OF
THE JAMES K. & PATSY A. GALLAGHER TRUST,
MICHAEL & LINDA GALLAGHER, DONALD
GALLAGHER, ROSE DOUGLAS, KAREN BISHOP,
JAMES C. GALLAGHER, SHANNON WEBER,
SAMUEL & CYMBRE FOSTER, and
TIMOTHY LAMBERT,

Case No.: 2026-_____-CH
Honorable _____

Plaintiffs,

v

GRAND TRAVERSE COUNTY and THE
CHARTER TOWNSHIP OF LONG LAKE,

Defendants.

Exhibit 4

To the Complaint

Respectfully submitted,

BEK Law, PLC

Dated: June ____, 2026

By: _____

Brace Kern (P75695)
Attorney for Plaintiffs
3434 Veterans Drive
Traverse City, MI 49684
(231) 499-5380
info@bracekern.com

Received for Record, this 29th day of October, A. D. 1941, at 3:00 o'clock P. M., as all proper certificates were furnished in compliance with Section 3531, Compiled Laws of 1929, as amended by Act 261, Public Acts of 1931.

PARM C. GILBERT TO GRAND TRAVERSE COUNTY

George E. Johnson, Register of Deeds.

This Indenture

Made this 23rd day of September in the year of our Lord one thousand nine hundred and Forty one

BETWEEN PARM C. GILBERT, Widower, of Travares City, Michigan

and THE COUNTY OF GRAND TRAVERSE, a municipal corporation under the laws of the State of Michigan

WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of One Dollar and other value Dollars,

to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, do es by these presents, grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and its successors

that certain piece or parcel of Land, situate and being in the Township of Long Lake County of Grand Traverse, and State of Michigan, and described as follows, to-wit:

The South-west quarter of the South west quarter (SW 1/4 of SW 1/4) of Section Twelve (12) Town Twenty-Seven (27) North of Range Twelve (12) West except the following: Commencing at Southwest corner of Section Twelve (12) Thence Easterly and Northeasterly along center of public highway (#610) seven Hundred Fifty Five (755) feet; Thence North Fifty (50) feet to iron stake; Thence Westerly Two Hundred (200) feet more or less to shore of lake; Thence Westerly and Northerly along West shore of lake to North boundary of said South west Quarter of Southwest quarter of Section Twelve (12); Thence Westerly along said North boundary to West section line of Section Twelve (12); Thence South along said section line to place of beginning. All in Section Twelve (12) Town Twenty-seven (27) North of Range Twelve (12) West, according to government survey thereof. (These lands so conveyed to Grand Traverse County as a county park, to be owned, improved and used as such and for recreation purposes.)

(U. S. Revenue \$1.10 9-23-41 P. C. G.)

Together with all and Singular, The hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold, the said premises, as herein described, with the appurtenances, unto the said part Y of the second part and to its successors and assigns, FOREVER. And the said

Parm C. Gilbert part Y of the first part, for him self, his heirs, executors and administrators, do es covenant, grant, bargain and agree to and with the said part Y of the second part, his successors and assigns, that at the time of the en sealing and delivery of these presents, he is

well seized of the above granted premises IN FEE SIMPLE, that they are free from all incumbrances whatever. The excepted portion of premises above mentioned were conveyed by deed now on record in office of Register of Deeds for Grand Traverse County, in Liber 129 of Deeds at page 378. and that he will, and his heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever.

In Witness Whereof, The said part Y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

PARM C. GILBERT Parm C. Gilbert SEAL

HARRY BRINKMANN Harry Brinkmann

SEAL

EDWIN WILSON Edwin Wilson

SEAL

SEAL

STATE OF MICHIGAN, ss.

COUNTY OF GRAND TRAVERSE, On this 23rd day of September in the year one thousand nine hundred and Forty one before me, a Notary Public in and for said County, personally appeared Parm C. Gilbert

to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed.

Harry Brinkmann Harry Brinkmann

My commission expires Nov. 18- 1941 (Notarial Seal)

Notary Public, Grand Traverse County, Michigan.

STATE OF MICHIGAN
13th CIRCUIT COURT
COUNTY OF GRAND TRAVERSE

CHAZZ MCCALL, AS TRUSTEE OF THE
CHARLES WILLIAM MCCALL TRUST,
KAY INGRAHAM, AS SUCCESSOR TRUSTEE OF
THE JAMES K. & PATSY A. GALLAGHER TRUST,
MICHAEL & LINDA GALLAGHER, DONALD
GALLAGHER, ROSE DOUGLAS, KAREN BISHOP,
JAMES C. GALLAGHER, SHANNON WEBER,
SAMUEL & CYMBRE FOSTER, and
TIMOTHY LAMBERT,

Case No.: 2026-_____-CH
Honorable _____

Plaintiffs,

v

GRAND TRAVERSE COUNTY and THE
CHARTER TOWNSHIP OF LONG LAKE,

Defendants.

Exhibit 5

To the Complaint

Respectfully submitted,

BEK Law, PLC

Dated: June ____, 2026

By: _____

Brace Kern (P75695)
Attorney for Plaintiffs
3434 Veterans Drive
Traverse City, MI 49684
(231) 499-5380
info@bracekern.com

TO THE HONORABLE BOARD OF SUPERVISORS OF GRAND TRAVERSE COUNTY:

Gentlemen:

We, your Committee on Finance, Ways & Means to whom was referred the offer of Judge Parm C. Gilbert in the form of a deed running to the County of Grand Traverse covering a parcel of land located in the Southwest Quarter of the Southwest Quarter, Section Twelve, Town 27 North, Range 12 West, known as Twin Lakes, respectfully recommend that the Board of Supervisors of Grand Traverse County accept the deed to said property to be used as a County Park.

We further recommend that the property be in charge of a Board of Trustees, consisting of the Chairman of the Board of Supervisors, the County Agriculture Agent and the County Commissioner of Schools, holding office from time to time, and their successors.

We further recommend that all appropriations made by this Board and any other amounts obtained by solicitation and subscription throughout the County and by application to other parties who may be interested in aiding this project, shall be deposited in a Special Fund remaining under the control of the Trustees above mentioned, to be expended as they direct.

We further recommend that this park be known as Twin Lakes County Park, and that its funds, property, care, control and improvement be at all times in the hands of and subject to the action of said Trustees and their successors in office.

Respectfully submitted,

COMMITTEE ON FINANCE, WAYS & MEANS

BY Frank Sladek Jr

BY Floyd Sheets

BY Thomas H. Barnes

TO THE HON. BOARD OF SUPERVISORS,
Grand Traverse County, Michigan.

Gentlemen:

Together with your Finance Committee and others interested, the undersigned, acting as an informal committee, have from time to time viewed and examined and discussed the possibilities of a county park at what is known as Twin Lakes, located some five miles west of Traverse City on County Highway #610.

It is respectfully suggested that this property be taken over as a county park, and that the following plan or outline may be, if found reasonable, adopted:

First, The property should be made available for use by 4-H Club members and their friends, and other like organizations and persons, including the Grange and any deserving young people throughout the county.

Second, The property should be in charge of Trustees, and it is suggested that these be three in number, consisting of either the Chairman of the Board of Supervisors or the Chairman of your Finance Committee, the County Agriculture Agent and the County Commissioner of Schools, holding office from time to time, and their successors.

Third, Such Trustees should procure as promptly as possible and file with the County Clerk complete outline and construction plans, so that whatever is done may conform to a completed set-up in accordance therewith.

Fourth, It is requested that your body, at its current session, appropriate moneys up to about Five Hundred (\$500.00) Dollars, to be raised during the present year; that the same be deposited in a special fund to be used for preparing and improving Twin Lakes County Park as per the plans above mentioned.

Fifth, That as nearly as possible a like amount be obtained by solicitation and subscription throughout the county and by application to other parties who may be interested in aiding this project, and that the moneys so obtained to be deposited in ~~some~~ ^{the same} special fund remaining under the control of the Trustees above mentioned, to be expended as they direct.

Sixth, That as soon as practicable, and from time to time probably during the current autumn, general clearing of the grounds and preparing for permanent improvements be commenced, and, if possible, some temporary arrangement be made so that during the present autumn and current winter season use may be made of the property, for at least a part of the time, for recreation purposes.

Seventh, That this park be known as Twin Lakes County Park, and that its funds, property, care, control and improvement be at all times in the hands of and subject to the action of said Trustees and their successors in office.

Respectfully submitted,

Board of Supervisors Committee

*44 Clark Farm Agency
Committee*

George E. Key

Frances Youker

Rosabelle Zimmerman

Neil C. Morrison

Ernest Heine

Paul C. Gilbert

Carl H. Hamstad

John Black

STATE OF MICHIGAN
13th CIRCUIT COURT
COUNTY OF GRAND TRAVERSE

CHAZZ MCCALL, AS TRUSTEE OF THE
CHARLES WILLIAM MCCALL TRUST,
KAY INGRAHAM, AS SUCCESSOR TRUSTEE OF
THE JAMES K. & PATSY A. GALLAGHER TRUST,
MICHAEL & LINDA GALLAGHER, DONALD
GALLAGHER, ROSE DOUGLAS, KAREN BISHOP,
JAMES C. GALLAGHER, SHANNON WEBER,
SAMUEL & CYMBRE FOSTER, and
TIMOTHY LAMBERT,

Case No.: 2026-_____-CH
Honorable _____

Plaintiffs,

v

GRAND TRAVERSE COUNTY and THE
CHARTER TOWNSHIP OF LONG LAKE,

Defendants.

Exhibit 6

To the Complaint

Respectfully submitted,

BEK Law, PLC

Dated: June ____, 2026

By: _____

Brace Kern (P75695)
Attorney for Plaintiffs
3434 Veterans Drive
Traverse City, MI 49684
(231) 499-5380
info@bracekern.com

Document # 7

OFFICE OF
PROSECUTING ATTORNEY
GRAND TRAVERSE COUNTY
TRAVERSE CITY, MICHIGAN

HARRY T. RUNNING
PROSECUTING ATTORNEY

June 9, 1954

Grand Traverse County Board of Supervisors,
Grand Traverse County Road Commission

Gentlemen:

Inquiry has been made of this office as to the status of title of the property known as the Twin Lakes Park. The following represents the opinion of the undersigned relative to this matter based upon extensive research of this office into the facts of this case and the pertinent law.

On September 23, 1941, Parm C. Gilbert, former Circuit Judge of this County, executed a deed to the property in question to the County of Grand Traverse, a municipal corporation under the laws of the State of Michigan. The deed contained the following language:

"... These lands so conveyed to Grand Traverse County as a county park, to be owned, improved and used as such and for recreation purposes."

In the October 1941 Session of the Grand Traverse Board of Supervisors it was recommended by the Committee on Finance, Ways and Means, to whom this matter had been referred for study, that the Board of Supervisors "accept the deed to said property to be used as a County Park". The following appears in the minutes of that session after a copy of the recommendation:

"Moved and seconded that the resolution be adopted. Upon roll call the following vote was determined:

YES 15
NO None
ABSENT 3

"Motion Carried."

It is also reported that the County last year appropriated approximately \$600.00 for the purpose of replacing a furnace in a building located on the referenced property.

Michigan Statutes Annotated, section 5.2431, provides, in part, as follows:

"It shall be lawful for and the several boards of supervisors are hereby authorized and empowered ... to accept gifts and devises of real estate for purposes of public parks..."

This statute, being Act 90 of the Public Acts of 1913 was in effect at the time of the conveyance.

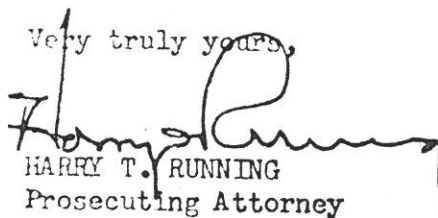
The sole question in the present situation would appear to be: Did the Board of Supervisors effectively accept the devise from Judge Gilbert of the property in question for park purposes?

It would appear that the purpose for which the deed was given, i.e. to convey the property as a County Park, are clear and unequivocal. The recommendation of the committee, referred to above, is likewise without any real ambiguity, although possibly it should have been termed a resolution rather than a recommendation. At any rate the recommendation to accept the deed was carried by the unanimous vote of all 15 supervisors present at the session. Further, moneys have been expended since that date, on at least one occasion, on the improvement of said park premises.

It is the conclusion of the undersigned that by virtue of the deed above referred to and by its unanimous acceptance by the Board of Supervisors, coupled with the expenditure of County funds, the title to this real estate became vested in the County of Grand Traverse as a public park to be owned, improved as such, in accordance with the provisions of the statutes and laws of this State.

Michigan Statutes Annotated, section 5.2436 provides that in counties operating under the county road system, as does Grand Traverse County, the County Road Commission shall operate as the county park trustee with all the necessary powers and responsibilities attendant. No other board, under the statute, may be appointed by the Board of Supervisors, the provisions of the statute being mandatory. It must, therefore, follow that the Twin Lakes County Park must be operated and maintained by the Grand Traverse Road Commission and that no other board or group legally may do so.

Very truly yours,


HARRY T. RUNNING
Prosecuting Attorney

HTR:mb

STATE OF MICHIGAN
13th CIRCUIT COURT
COUNTY OF GRAND TRAVERSE

CHAZZ MCCALL, AS TRUSTEE OF THE
CHARLES WILLIAM MCCALL TRUST,
KAY INGRAHAM, AS SUCCESSOR TRUSTEE OF
THE JAMES K. & PATSY A. GALLAGHER TRUST,
MICHAEL & LINDA GALLAGHER, DONALD
GALLAGHER, ROSE DOUGLAS, KAREN BISHOP,
JAMES C. GALLAGHER, SHANNON WEBER,
SAMUEL & CYMBRE FOSTER, and
TIMOTHY LAMBERT,

Case No.: 2026-_____-CH
Honorable _____

Plaintiffs,

v

GRAND TRAVERSE COUNTY and THE
CHARTER TOWNSHIP OF LONG LAKE,

Defendants.

Exhibit 7

To the Complaint

Respectfully submitted,

BEK Law, PLC

Dated: June ____, 2026

By: _____

Brace Kern (P75695)
Attorney for Plaintiffs
3434 Veterans Drive
Traverse City, MI 49684
(231) 499-5380
info@bracekern.com

PARM C. GILBERT

to

COUNTY OF GRAND TRAVERSE

BETWEEN Parm C. Gilbert, Widower, of Traverse City, Michigan

Received for Record, the 14th day of October A. D. 19 43, at 1:15 o'clock P. M.

GEORGE E. JOHNSON Register of Deeds.

This Indenture, Made the 28th day of August

in the year of our Lord one thousand nine hundred Forty-three

of the first part, and The County of Grand Traverse, Michigan

WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of One Dollar (\$1.00)

to him in hand paid by the said part Y of the second part, the receipt whereof is hereby confessed and acknowledged, do hereby these presents, grant, bargain, sell, remise, release and forever QUIT-CLAIM unto the said part Y of the second part, and to its successors FOREVER, All that certain piece or parcel of land, situated in the Township of Long Lake in Grand Traverse County, and State of Michigan, known and described as follows:

A parcel of land Fourty Rods Square (40 Rods sq.) in the Northwest corner of the South East quarter (S.E. 1/4) of the South-West quarter (S.W. 1/4) of Section Twelve (12), Town Twenty-seven (27), North of Range Twelve (12) West, according to Government Survey.

This property is conveyed to Grand Traverse County as a gift and as part of and addition to County Park to be owned, improved, and used as such, and for recreation purposes and programs.

Together, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; To Have and to Hold the said premises to the said part Y of the second part, and to its successors and assigns, to the sole and only proper use, benefit and behoof of the said part Y of the second part, its heirs and assigns, Forever.

In Witness Whereof, The said part Y of the first part, has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

DOROTHY ANN SMITH Dorothy Ann Smith

JOHN L. KILMER John L. Kilmer

PARM C. GILBERT Parm C. Gilbert

SEAL

SEAL

SEAL

SEAL

STATE OF MICHIGAN, COUNTY OF Grand Traverse ss. On this 28th day of August in the year one thousand nine hundred and Forty-three before me, the subscriber, a Notary Public personally appeared Parm C. Gilbert

to me known to be the same person described in and who executed the within instrument, with and he acknowledged the same to be his free act and deed.

My commission expires November 3, 1945

HARRY BRINKMANN Harry Brinkmann Notary Public

Grand Traverse County, Michigan.

My commission expires November 10, 1944 (Notarial Seal)

Notary Public, Grand Traverse County, Michigan.

STATE OF MICHIGAN
13th CIRCUIT COURT
COUNTY OF GRAND TRAVERSE

CHAZZ MCCALL, AS TRUSTEE OF THE
CHARLES WILLIAM MCCALL TRUST,
KAY INGRAHAM, AS SUCCESSOR TRUSTEE OF
THE JAMES K. & PATSY A. GALLAGHER TRUST,
MICHAEL & LINDA GALLAGHER, DONALD
GALLAGHER, ROSE DOUGLAS, KAREN BISHOP,
JAMES C. GALLAGHER, SHANNON WEBER,
SAMUEL & CYMBRE FOSTER, and
TIMOTHY LAMBERT,

Case No.: 2026-_____-CH
Honorable _____

Plaintiffs,

v

GRAND TRAVERSE COUNTY and THE
CHARTER TOWNSHIP OF LONG LAKE,

Defendants.

Exhibit 8

To the Complaint

Respectfully submitted,

BEK Law, PLC

Dated: June ____, 2026

By: _____

Brace Kern (P75695)
Attorney for Plaintiffs
3434 Veterans Drive
Traverse City, MI 49684
(231) 499-5380
info@bracekern.com

PARM C. GILBERT

to

COUNTY OF GRAND TRAVERSE

Received for Record, the 26th day of June A. D. 1944, at 11:30 o'clock A.M.

GEORGE E. JOHNSON Register of Deeds.

This Indenture, Made the 11th day of May

in the year of our Lord one thousand nine hundred forty-four

BETWEEN PARM C. GILBERT, widower, of Traverse City, Michigan

and The County of Grand Traverse, State of Michigan of the first part

WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of One Dollar - - - of the second part

to him in hand paid by the said part Y of the second part, the receipt whereof is hereby confessed and acknowledged, do es by these presents, grant, bargain, sell, remise, release and forever QUIT-CLAIM unto the said part Y of the second part, and to its successors FOREVER, All that certain piece or parcel of land, situated in the Township of Long Lake in Grand Traverse County, and State of Michigan, known and described as follows:

The Northwest quarter of the Southwest quarter (N.W. 1/4 of S.W. 1/4) Section Twelve (12) Town Twenty-seven (27) North, Range Twelve (12) West.

These premises are conveyed as a gift to Grand Traverse County to be owned, used and improved as a County Park and for recreation purposes.

This parcel is in addition to lands heretofore conveyed by same grantor to said County for similar purposes as shown by conveyances now on record in office of Register of Deeds, Grand Traverse County, Michigan.

3

Together, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; To Have and to Hold the said premises to the said part Y of the second part, and to its successors and assigns, to the sole and only proper use, benefit and behoof of the said part Y of the second part, its successors and assigns, Forever.

In Witness Whereof, The said part Y of the first part, ha. s. hereneto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

HARRY BRINKMANN

Harry Brinkmann

JOHN L. KILMER

John L. Kilmer

PARM C. GILBERT

Parm C. Gilbert

SEAL

SEAL

SEAL

SEAL

STATE OF MICHIGAN, }
County of Grand Traverse } ss.

On this 11th day of May in the year one thousand nine hundred and forty-four before me, a Notary Public personally appeared Parm C. Gilbert in and for said County,

to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed.

My commission expires November 3 19 45

HARRY BRINKMANN

Harry Brinkmann

Notary Public

Grand Traverse County, Michigan.

STATE OF MICHIGAN
13th CIRCUIT COURT
COUNTY OF GRAND TRAVERSE

CHAZZ MCCALL, AS TRUSTEE OF THE
CHARLES WILLIAM MCCALL TRUST,
KAY INGRAHAM, AS SUCCESSOR TRUSTEE OF
THE JAMES K. & PATSY A. GALLAGHER TRUST,
MICHAEL & LINDA GALLAGHER, DONALD
GALLAGHER, ROSE DOUGLAS, KAREN BISHOP,
JAMES C. GALLAGHER, SHANNON WEBER,
SAMUEL & CYMBRE FOSTER, and
TIMOTHY LAMBERT,

Case No.: 2026-_____-CH
Honorable _____

Plaintiffs,

v

GRAND TRAVERSE COUNTY and THE
CHARTER TOWNSHIP OF LONG LAKE,

Defendants.

Exhibit 9

To the Complaint

Respectfully submitted,

BEK Law, PLC

Dated: June ____, 2026

By: _____

Brace Kern (P75695)
Attorney for Plaintiffs
3434 Veterans Drive
Traverse City, MI 49684
(231) 499-5380
info@bracekern.com

189 284 71

Prepared in The Law Office
of
ORMOND S. DANFORD
223 GRANDVIEW PARKWAY
TRAVERSE CITY, MICHIGAN 49684

Grand Traverse-Leelanau-
Antrim Bar Association
Form
WARRANTY DEED

Recorded .. AUGUST 18 .. 1967 ..
at 1:50 o'clock .. P.M.
L.S. 284 of Books for Deeds
Ormond S. Danford
Notary Public

THIS INDENTURE, Made this 22nd day of June 19 67
WITNESSETH, That WILBERT P. LAUTNER and BEULAH LAUTNER, husband and wife, of
Route 2, Traverse City, Michigan 49684.

for the sum of ONE DOLLAR & OTHER GOOD & VALUABLE CONSIDERATIONS **CONVEY**
AND WARRANT to Grand Traverse County.
Dedicated to Grand Traverse County 4-H Club Leader's Association.
To be used as Nature Study and recreational area.
Room 11 Fed'l Bldg Post Office, Traverse City, Mich.

the following described lands and premises situated in Township of Long Lake
County of Grand Traverse and State of Michigan, viz:

L 151

The Northeast quarter of the
Southeast quarter of Section 11,
Town 27 North, Range 12 West;

STAMPS
\$ 3.85



Signed in presence of
Ormond S. Danford
Helen E. Johnson
Helen E. Johnson

Signed on the date first above written
Wilbert P. Lautner
Wilbert P. Lautner
Beulah Lautner
Beulah Lautner

STATE OF MICHIGAN,
COUNTY OF GRAND TRAVERSE

SS.

On this 22nd day of June 19 67 before me, a Notary Public in and for said
County personally appeared WILBERT P. LAUTNER and BEULAH LAUTNER, husband and wife,

to me known to be the same persons described in and who executed the within instrument,
who acknowledged the same to be their free act and deed
My Commission Expires

September 7th 1967

Ormond S. Danford
Ormond S. Danford
Notary Public, Grand Traverse County, Michigan

I hereby certify that there are no Tax Liens or Titles held by the State or any individual against the within
description, and all Taxes on same are paid for five years previous to the date of this instrument as appears by the
records in my office. This does not cover taxes in the process of collection by Township, City or Village.
Henry J. ...

Date AUG 18 1967 19 County Treasurer Grand Traverse County, Michigan

STATE OF MICHIGAN
13th CIRCUIT COURT
COUNTY OF GRAND TRAVERSE

CHAZZ MCCALL, AS TRUSTEE OF THE
CHARLES WILLIAM MCCALL TRUST,
KAY INGRAHAM, AS SUCCESSOR TRUSTEE OF
THE JAMES K. & PATSY A. GALLAGHER TRUST,
MICHAEL & LINDA GALLAGHER, DONALD
GALLAGHER, ROSE DOUGLAS, KAREN BISHOP,
JAMES C. GALLAGHER, SHANNON WEBER,
SAMUEL & CYMBRE FOSTER, and
TIMOTHY LAMBERT,

Case No.: 2026-_____-CH
Honorable _____

Plaintiffs,

v

GRAND TRAVERSE COUNTY and THE
CHARTER TOWNSHIP OF LONG LAKE,

Defendants.

Exhibit 10

To the Complaint

Respectfully submitted,

BEK Law, PLC

Dated: June ____, 2026

By: _____

Brace Kern (P75695)
Attorney for Plaintiffs
3434 Veterans Drive
Traverse City, MI 49684
(231) 499-5380
info@bracekern.com

Prepared in the Law Office
of

Stephen & Huntley
410 National Bank Building
Traverse City, MI 49684

Grand Traverse - Leelanau -
Antrim Bar Association
Form

WARRANTY DEED

Recorded December 29, 1972

at 4:30 o'clock P.M.

Book 340 of Deeds Page 64

Madysa Hulfrich

Register of Deeds

THIS INDENTURE, Made this 29th day of December 19 72
WITNESSETH, That

FRANK L. STULEN and DOROTHY R. STULEN, husband and wife, of
2745 Forest Lodge Road, Traverse City, Michigan

for the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00)--- CONVEY
AND WARRANT to

COUNTY OF GRAND TRAVERSE, Courthouse, Traverse City, Michigan

the following described lands and premises situated in Township of Long Lake
County of Grand Traverse and State of Michigan, viz:

The Northeast Quarter of the Southwest Quarter, Section 12, Town 27 North,
Range 12 West, together with an easement and right of way for utilities and
for ingress and egress, over and across the East 66 feet of the West Half of
the East Half of the Northwest Quarter, Section 12, Town 27 North, Range
12 West, said easement and right of way to extend from the County Road at
the North section line to the Northerly boundary of said Northeast Quarter
of the Southwest Quarter.

For recreational and educational use.



Signed in presence of

James Stephen, II
James Stephen, II

Joan M. Boyd
Joan M. Boyd

Signed on the date first above written

Frank L. Stulen
Frank L. Stulen

Dorothy R. Stulen
Dorothy R. Stulen

STATE OF MICHIGAN,
COUNTY OF Grand Traverse

SS.

On this 29th day of December 19 72 before me, a Notary Public in and for said
County personally appeared

Frank L. Stulen and Dorothy R. Stulen, husband and wife

to me known to be the same persons described in and who executed the within instrument,
who acknowledged the same to be their free act and deed.

My Commission Expires

March 29 19 75

Joan M. Boyd
Joan M. Boyd

Notary Public, Grand Traverse County, Michigan

I hereby certify that there are no Tax Liens or Titles held by the State or any individual against the within
description, and all Taxes on same are paid for five years previous to the date of this instrument as appears by the
records in my office. This does not cover taxes in the process of collection by Township, City or Village.

Henry J. Kos

Date DEC 29 1972 19 County Treasurer Grand Traverse County, Michigan

STATE OF MICHIGAN
13th CIRCUIT COURT
COUNTY OF GRAND TRAVERSE

CHAZZ MCCALL, AS TRUSTEE OF THE
CHARLES WILLIAM MCCALL TRUST,
KAY INGRAHAM, AS SUCCESSOR TRUSTEE OF
THE JAMES K. & PATSY A. GALLAGHER TRUST,
MICHAEL & LINDA GALLAGHER, DONALD
GALLAGHER, ROSE DOUGLAS, KAREN BISHOP,
JAMES C. GALLAGHER, SHANNON WEBER,
SAMUEL & CYMBRE FOSTER, and
TIMOTHY LAMBERT,

Case No.: 2026-_____-CH
Honorable _____

Plaintiffs,

v

GRAND TRAVERSE COUNTY and THE
CHARTER TOWNSHIP OF LONG LAKE,

Defendants.

Exhibit 11

To the Complaint

Respectfully submitted,

BEK Law, PLC

Dated: June ____, 2026

By: _____

Brace Kern (P75695)
Attorney for Plaintiffs
3434 Veterans Drive
Traverse City, MI 49684
(231) 499-5380
info@bracekern.com



DocId:8395154

Tx:4244761

2023R-11197
 STATE OF MICHIGAN
 GRAND TRAVERSE COUNTY
 RECORDED 09/14/2023 10:25:22 AM
 PEGGY HAINES REGISTER OF DEEDS
 PAGE 1 OF 3

3
 1/2

QUIT CLAIM DEED

File No.: 23-10075

The Grantor ^{1/2} Grand Traverse County, a general law county of the State of Michigan,
 whose address is 400 Boardman Ave, Suite 305, Traverse City, MI 49684

conveys and quit claims to Long Lake Township, a Michigan charter township,
 whose address is 8870 North Long Lake Rd, Traverse City, MI 49685

the following described premises:

Situated in the Township of Long Lake, County of Grand Traverse and State of Michigan, to wit:

Parcel 1:

The Northeast quarter of the Southeast quarter (NE1/4 of SE1/4) of Section Eleven (11), Town Twenty-Seven (27) North, Range Twelve (12) West.

Parcel 2:

The Northwest quarter of the Southwest quarter (NW1/4 of SW1/4) of Section Twelve (12), Town Twenty-Seven (27) North, Range Twelve (12) West.

Parcel 3:

The Northeast quarter of the Southwest quarter (NE1/4 of SW1/4) of Section Twelve (12), Town Twenty-Seven (27) North, Range Twelve (12) West.

Parcel 4:

The Southwest quarter of the Southwest quarter (SW1/4 of SW1/4) of Section Twelve (12), Town Twenty-Seven (27) North, of Range Twelve (12) West, Except the following: Commencing at Southwest corner of Section Twelve (12), Thence Easterly and Northeasterly along center of public highway Seven Hundred Fifty Five (755) feet, Thence North Fifty (50) feet to iron stake, Thence Westerly Two Hundred (200) feet more or less to shore of lake, Thence Westerly and Northerly along West shore of lake to North boundary of said South west Quarter of Southwest quarter of Section Twelve (12), Thence Westerly along said North boundary to West section line of Section Twelve (12), Thence South along said section line to place of beginning.

Parcel 5:

A parcel of land Forty Rods Square (40 Rods sq.) in the Northwest corner of the Southeast quarter of the Southwest quarter (SE 1/4 of SW1/4) of Section Twelve (12), Town Twenty-Seven (27) North, Range Twelve (12) West.

SEP 14 2023 AM 10:14

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging to or in anyway appertaining thereto.

Subject to:

1. Building and Use Restrictions as recorded in Liber 146, page 74; Liber 148, Page 160; Liber 148, Page 373; Liber 284, Page 71; and Liber 340, Page 64, Grand Traverse County Records, but omitting any covenant, condition or restrictions, if any, based on race, color, religion, sex, disability familial status, or national origin unless and only to the extent that the covenant, conditions or restriction (a) Is Exempt under Title 42 of the United States Code, or (b) Related to disability, but does not discriminate against disabled persons.
2. Terms, conditions and provisions of an Agreement Regarding Ground Lease between Grand Traverse County and GTP Towers I, LLC, dated August 14, 2007 and recorded May 27, 2008 in Document Number 2008R-09685. As modified by a Memorandum of Lease between Grand Traverse County (Landlord) and GTP Towers I, LLC, a Delaware limited liability company, dated December 19, 2019, and recorded February 4, 2020, in Document No. 2020R-02329.

Further subject to:

1. The Grantee, by acceptance of this deed, hereby covenants to keep the above described Property open as a public park and available to residents of Grand Traverse County in perpetuity, that Grantee shall permit the Grantor to use the Property and its facilities four times (of one day each) each calendar year without cost and that the Grantee shall adhere to all applicable deed restrictions. Violation of any of the deed restrictions shall trigger a right of reentry. Grantor shall also have a right to repurchase the Property from Grantee for One (1) Dollar (\$1.00) should Grantee elect to dispose of the Property, and in that event, Grantee shall repay Grantor any amounts it was paid as a capital improvement subsidy pursuant to Section 10(d) of the Purchase Agreement between Grantor and Grantee.

The Grantor grants to the Grantee the right to make all available divisions allowed under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

This deed is given for the sum of: One and no/100 Dollars (\$1.00).

Exempt from state and county transfer tax per MCL 207.505(a) and MCL 207.526(a).

Dated this 8 day of September, 2023.

STATE OF MICHIGAN
13th CIRCUIT COURT
COUNTY OF GRAND TRAVERSE

CHAZZ MCCALL, AS TRUSTEE OF THE
CHARLES WILLIAM MCCALL TRUST,
KAY INGRAHAM, AS SUCCESSOR TRUSTEE OF
THE JAMES K. & PATSY A. GALLAGHER TRUST,
MICHAEL & LINDA GALLAGHER, DONALD
GALLAGHER, ROSE DOUGLAS, KAREN BISHOP,
JAMES C. GALLAGHER, SHANNON WEBER,
SAMUEL & CYMBRE FOSTER, and
TIMOTHY LAMBERT,

Case No.: 2026-_____-CH
Honorable _____

Plaintiffs,

v

GRAND TRAVERSE COUNTY and THE
CHARTER TOWNSHIP OF LONG LAKE,

Defendants.

Exhibit 12

To the Complaint

Respectfully submitted,

BEK Law, PLC

Dated: June ____, 2026

By: _____

Brace Kern (P75695)
Attorney for Plaintiffs
3434 Veterans Drive
Traverse City, MI 49684
(231) 499-5380
info@bracekern.com



Robert A. Cooney
Prosecuting Attorney
324 Court Street
Traverse City, Michigan 49684-9958
(231) 922-4600 FAX (231) 922-4698

MEMORANDUM

TO: Parks and Recreation Commission

FROM: Christopher J. Forsyth, Deputy Civil Counsel CJF
Robert A. Cooney, Prosecuting Attorney

DATE: March 25, 2014

RE: Twin Lakes Park; Deeds; Public Dedication/Restrictive Covenants; Releases

I am providing you this memo in response to the resolution passed by the Commission at its March 20th regular meeting. Specifically, the Commission has asked the question whether Twin Lakes Park ("Twin Lakes") may be used for purposes other than a county park. In order to answer this question, I have reviewed the deeds for Twin Lakes, relevant Board of Commissioners minutes, and other historical data. I have also reviewed relevant case law. For the reasons discussed below, unless the County obtains releases of liability from relevant parties, Twin Lakes may not be used for purposes other than a county park.

A. Background

Former Grand Traverse County Circuit Court Judge Parm C. Gilbert, in a letter dated July 3, 1941 and addressed to the Grand Traverse County Board of Supervisors, offered to the Board and the County "approximately twenty-five acres, bordering on two lakes; that is to say commonly known as Twin Lakes." Judge Gilbert stated in his letter that he desired to convey "this property to the county as a county park, to be used for any purpose consistent therewith..." He specifically listed the following uses:

- A. For use of 4-H clubs, their members and guests, including, of course, their parents on occasion.
- B. For members of the Grange¹ or any similar farm organization, when available.

¹ The Grange is officially referred to as the National Grange of the Order of Patrons of Husbandry, which is a national fraternal organization. The Grange has as its goal to encourage families to band together to promote the economic and political well-being of the community and agriculture in particular. In 2005, the Grange had a membership of approximately 160,000 in 36 states. see en.wikipedia.org/

The_National_Grange_of_the_Order_of_Patrons_of_Husbandry. (Accessed March 24, 2014)



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Prosecuting Attorney

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- C. To be used by and let for use to any other group, particularly of young people, to be used for the same purpose; that is to say, recreation, camping, occupation in connection with camp life—and this might well include underprivileged children who may not have opportunity to enjoy outings otherwise—and possibly on occasion Boy Scouts and Girl Scouts; all subject to the approval of trustees or other parties having lawful charge of the property. (Emphasis added)

Judge Gilbert suggests in his letter that a board of at least three persons who represent the Board of Supervisors, the county's rural schools, and "the local farm organization" be designated to act as trustees of the property. Judge Gilbert also suggested that the Board of Supervisors begin the work of improving the property, and appropriate money for improvements effective October 1941. He does note, however, that these are suggestions that the board may disregard. He then concludes the correspondence with a suggestion that "the various organizations who might benefit by the use of this property give these same items careful consideration."

In a warranty deed dated September 23, 1941, Judge Gilbert deeded the property described in his earlier letter to Grand Traverse County for the consideration of one dollar. The deed contains the following paragraph at the end of the legal description of the property: "These lands so conveyed to Grand Traverse County as a county park, to be owned, improved and used as such and for recreation purposes."

I have requested the County Clerk to provide me any Board of Supervisors' minutes or resolutions related to the deed. The Clerk was able to locate the Supervisors' Committee on Finance Ways and Means minutes dated October 29, 1941. According to the minutes, this Committee unanimously recommended to the Board of Supervisors to accept the deed to be used as a county park, appoint a Board of Trustees to be in charge of the property, establish a separate fund for all appropriations and other amounts given by other persons interested in the property, and name the property as Twin Lakes County Park.

On October 14, 1943, Judge Gilbert deeded additional property to the County in the form of a quit claim deed for the consideration of one dollar. Like the previous warranty deed, this deed contained language at the end of the legal description of the property being conveyed: "This property is conveyed to Grand Traverse County as a gift and as part of and addition to County Park to be owned, improved, and used as such, and for recreation purposes and programs." Approximately eight months later on June 26, 1944 Judge Gilbert executed another quit claim deed related to Twin Lakes. This particular deed, after the legal description, provided:

These premises are conveyed as a gift to Grand Traverse County to be owned, used and improved as a County Park and for recreation purposes,



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This parcel is in addition to lands heretofore conveyed by same grantor to said County for similar purposes as shown by conveyance now on record in office of Register of Deeds, Grand Traverse County, Michigan.

The County Clerk has been unable to provide me with minutes showing that these deeds were accepted by the Board of Supervisors. However, she did inform me that a \$500 appropriation was provided in the annual budgets in years 1942 through 1944. She has also provided me with minutes dated June 30, 1944 of the Committee of Finance, Ways and Means where this particular committee passed a resolution authorizing the Sheriff's Department to remove from Twin Lakes any person being at the park without the permission "from the Trustees having charge of the Park." Also at the same meeting, the Committee considered leasing additional property owned by Judge Gilbert adjacent to Twin Lakes.

Judge Gilbert was not the only person to give property to the County for use as Twin Lakes County Park. On June 22 1967, Wilbert and Beulah Lautner, through a warranty deed, also conveyed property for the sum of one dollar. This deed provides the property is "dedicated to Grand Traverse County 4-H Club Leader's Association to be used as a nature study and recreation area." The County Clerk was unable to locate any minutes or resolutions related to this deed.

B. Legal Principles

The issue as to whether Twin Lakes may be used for uses other than a county park requires an interpretation of the four deeds described above. It is important to start with the general principles Michigan Courts apply in interpreting deeds:

(1) In construing a deed of conveyance, the first and fundamental inquiry must be the intent of the parties as expressed in the language thereof; (2) in arriving at the intent of the parties as expressed in the instrument, consideration must be given to the whole of the deed and to each and every part of it; (3) no language in the instrument may be needlessly rejected as meaningless, but if possible, all the language of a deed must be harmonized and construed so as to make all of it meaningful; (4) the only purpose of rules of construction of conveyances is to enable the court to reach intent of the parties when it is not otherwise ascertainable. *Michigan Dept. of Natural Resources v. Carmody – Lahti Real Estate, Inc*, 472 Mich 359; 699 NW2d 272 (2005)

Stated in simple terms, the objective in interpreting a deed is "to give effect to the parties' intent as manifested in the language of the instrument." *Id.* Thus, in providing a response related to the Commission's request, the question that must be asked is: Examining the language of the four deeds, did the Grantors (Parm Gilbert and the Lautners) and the Grantee (the County) restrict the property to a specific use?



**Robert A. Cooney
Prosecuting Attorney**

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Since Twin Lakes is a public park, I have also reviewed legal principles and case law discussing the use of or disposal of public parks and similar uses. The general rule in Michigan as well as most other states is that when property that has been conveyed or dedicated to a municipality for a designated public purpose, the property is held for such purpose and no other. *McQuillin, The Law of Municipal Corporations*, Section 28:41 (3d ed., 2013) Stated differently, when private property is “conveyed conditionally for one public use, it cannot be appropriated to another or different use.” *Id.*

The Michigan Supreme Court applied this principle in the case *Jend v City of Detroit*, 243 Mich 108; 219 NW 620 (1928). In *Jend*, a developer platted certain property on section 11 in what was then Greenfield Township in Wayne County. In the dedication for the plat, there was language that “the streets and alleys and parks are dedicated to the use of the public.” The plat also showed at the corner Grixdal and Greendale avenues land that was designated as “park purposes.” The platted land afterward became a part of the City of Detroit. In 1923, the City paved part of the area designated as a park, and then assessed Plaintiff, an abutting land owner, for the improvement. Plaintiff objected to the assessment. On appeal the Supreme Court held that when land is dedicated by an owner for a particular use and accepted by the municipality, its use as such may not be restricted by any action of the municipality. The *Jend* Court stated, because the area in question was designated on the plat as a park, the City was prohibited from paving part of it because the paving acted as a restriction on its use as a park.

In *Baldwin Manor v City of Birmingham*, 341 Mich 423; 67 NW2d 812 (1954), the City of Birmingham planned on constructing a highway across property conveyed to the city for park purposes. In 1889, the Detroit and Birmingham Plank Road Company conveyed to Birmingham (at the time a village) a parcel of land to be used “as a public park perpetually and so maintained.” In 1909, Martha Baldwin conveyed to Birmingham land contiguous to the parcel conveyed by the road company. The deed states the following “...the land deed to the village by this instrument be used by the village for the purposes of a park and for that only, and if not so used it is to revert to my heirs.” The village council passed a resolution accepting both deeds. 1912, Mrs. Baldwin conveyed more land to the village through her will. Her will stated that the conveyance was made subject to the condition that “if not used as a park and for that purposes only, within two years after the death of [Martha Baldwin], should revert to her estate.” The City turned the property conveyed by both the road company and Mrs. Baldwin into “Baldwin Park.”

After Birmingham became a city, the city council proposed constructing highways across the park, which would render Baldwin Park unusable for park purposes. Baldwin Manor, Inc. owned property abutting Baldwin Park. The company brought suit against the city seeking an injunction. In support of the lawsuit, Plaintiff argued that it made extensive improvement to its property in reliance



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on the continued use of Baldwin Park as a park, and that the city could not construct a highway because it will be harmed by such a change in use.

On appeal the Supreme Court reviewed the *Jend* decision, and other decisions of Michigan Courts and courts of other States. Citing to the various decisions, the Supreme Court stated that Birmingham should not be able to construct a highway because "it clearly appears that the contemplated use of 'Baldwin Park' for highway purposes constitutes a diversion from the specified uses set forth in Mrs. Baldwin's conveyance." The Court also stated that Baldwin Manor, Inc. would be entitled to injunctive relief given that it owns adjoining property and could be harmed by the change in use. However, the Supreme Court stated:

Defendant will be restrained from taking the action in question unless and until it has **obtained from parties having special interests in the maintenance of Baldwin Park as such, including those having possible rights as reversioners and abutting or contiguous property owners who would be subjected to special damage** by any diversion from the use specified in the grant, the surrender or conveyance of such rights and interests by **appropriate waivers, releases, deeds or condemnation proceedings.** (emphasis added)

A more recent case discussing this topic is *City of Huntington Woods v City of Detroit*, 279 Mich App 603; 761 NW2d 127 (2008). In this case the City of Detroit desired to sell the Rackham Golf Course which it owned and operated. The golf course is located in the City of Huntington Woods. In 1922, the Baker Land Company deeded the property to Horace and Mary Rackham. The deed ("the Baker Deed") was in fee simple and contained the following: "It is part of the consideration hereof that the land transferred by this deed shall be used only as a public park or golf course or for other similar purposes." In 1922, the Rackhams constructed an 18 hole golf course with a clubhouse on the property. In 1924, the Rackhams deeded the improved property to the City of Detroit ("the Rackham Deed"). The Rackham Deed contained several conditions with a reversionary clause. One of the conditions was "that the said premises shall be perpetually maintained by the [City of Detroit] exclusively as a public golf course for the use of the public under reasonable rules..."

The City of Detroit attempted to sell the golf course by soliciting bids. The bids stated that the City was seeking to retain a developer who would operate the course as a golf course or "obtain rezoning for other uses..." Plaintiffs filed suit challenging Detroit's attempts to sell the golf course arguing that such attempts would violate the restrictions contained in both the Baker Deed and the Rackham Deed.

On appeal, the Court of Appeals agreed with Plaintiffs' arguments. The Court first noted that Plaintiffs, as abutting property owners or having an unobstructed view of the golf course, had standing because they could assert an injury. The Court next turned to Plaintiffs' argument that the



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deeds gave Defendant an easement. The Court of Appeals, however, rejected this argument stating that the City of Detroit obtained fee simple and not an easement. The Court examined the language of the Rackham deed and stated that because the deed did not contain any words commonly used for easement such as "right of way", let alone the term easement, the deed conveyed fee simple and not an easement.

However, the Court did not end its analysis there. The Court further stated that examining the language of both deeds, the Rackham Deed and Baker Deed contain restrictive covenants that restrict the use of the property as a golf course, or in the case of the Baker Deed as a golf course or public park. In addition, citing to the *Baldwin Manor* decision, the Court of Appeals found that the golf course was dedicated to the public for a particular purpose. Although the City of Detroit could secure waivers from those retaining reversionary rights, the City may only sell the property to another public entity and not a private entity.

C. Application of Legal Principles/Conclusion

Applying the above principles to the issue of altering the use of Twin Lakes from a county park to a different use, it is my opinion that the use may not be changed without obtaining releases from interested persons – adjoining property owners and the heirs or successors of both Parm Gilbert, and Wilbert and Beulah Lautner.

Here, like the deeds discussed in the *Baldwin Manor* and the *Huntington Woods* decisions, the Gilbert deeds and the Lautner deed contain restrictions restricting the use of the property to specific uses. Although not exactly worded like the deeds discussed in the above cases, the Gilbert deeds consistently state that the property is to be used as a county park and for recreation purposes. As shown from the minutes of the Committee on Finance, Ways and Means the County agreed to these restrictions when the County accepted the first deed and appropriated money toward the operation of Twin Lakes as a county park. Although there are no minutes referencing the Lautner deed, this deed also restricts the particular property to a nature area and recreation. Therefore, unless the County successfully obtains releases from potential litigants (heirs and adjoining property owners), the County may not use Twin Lakes for any purpose other than to operate it as a county park, or for recreation purposes.

I have included Judge Gilbert's letter, the deeds and minutes referenced in this memo. Please let me know if you have any questions.

STATE OF MICHIGAN
13th CIRCUIT COURT
COUNTY OF GRAND TRAVERSE

CHAZZ MCCALL, AS TRUSTEE OF THE
CHARLES WILLIAM MCCALL TRUST,
KAY INGRAHAM, AS SUCCESSOR TRUSTEE OF
THE JAMES K. & PATSY A. GALLAGHER TRUST,
MICHAEL & LINDA GALLAGHER, DONALD
GALLAGHER, ROSE DOUGLAS, KAREN BISHOP,
JAMES C. GALLAGHER, SHANNON WEBER,
SAMUEL & CYMBRE FOSTER, and
TIMOTHY LAMBERT,

Case No.: 2026-_____-CH
Honorable _____

Plaintiffs,

v

GRAND TRAVERSE COUNTY and THE
CHARTER TOWNSHIP OF LONG LAKE,

Defendants.

Exhibit 13

To the Complaint

Respectfully submitted,

BEK Law, PLC

Dated: June ____, 2026

By: _____

Brace Kern (P75695)
Attorney for Plaintiffs
3434 Veterans Drive
Traverse City, MI 49684
(231) 499-5380
info@bracekern.com

GRAND TRAVERSE COUNTY
PARKS AND RECREATION TWIN LAKES PARK ORDINANCE
ORDINANCE No. 8A

PREAMBLE

The Grand Traverse County Parks and Recreation Commission and the Grand Traverse County Board of Commissioners have determined that certain regulations are necessary for the protection, regulation, and control of parkland known as Twin Lakes Park. Consequently, pursuant to MCL 46.364 and MCL 46.11, the following is adopted.

Section I: Name

This ordinance shall be known and cited as the “Parks and Recreation Twin Lakes Park Ordinance, Ordinance No. 8A.”

Section II: Purpose

The purpose of this ordinance is to establish regulations for the public’s use of county land known as Twin Lakes Park.

Section III: Definitions

- A. “Authorized local official” shall mean a Sheriff’s Deputy, or a Grand Traverse County Park Ranger, also known as a “Park Attendant.”
- B. “Camping” shall mean the overnight lodging or sleeping of a person or persons in a tent, trailer-coach, vehicle camper, motor vehicle, or in any other conveyance erected, parked, or placed on the premises.
- C. “Director” shall mean the Grand Traverse County Parks and Recreation Director.
- D. “Noise Disturbance” shall mean sound created by human activity with or without the use of any device, which by reason of its volume, intensity, location, or time of day, impairs the health, welfare, or peace of another person of normal human sensibilities.
- E. “Park Property” shall mean Twin Lakes Park.
- F. “Person” or “persons” shall mean individual(s), firm(s), corporation(s), or any group or gathering of individuals.
- G. “Wetsuit” shall mean a wetsuit covering the torso from neck to the tops of the thighs and constructed of 1.5 millimeters or thicker neoprene.

Section IV: Regulations

It is unlawful for a person or persons to do any of the following at Park Property:

- A. To knowingly dump, deposit, place, throw, leave or cause or permit the dumping, depositing, placing, throwing, or leaving of litter outside of trash receptacles located on Park Property.
- B. To ignite any fire, except within any fireplace, receptacle, or space designated on Park Property and as approved and permitted for such purposes by the Grand Traverse County Parks and Recreation Department.
- C. To place or burn garbage anywhere on Park Property, including within any fireplace, receptacle, or open space designated for the building of fires, or to bury refuse, rubbish, trash, or garbage anywhere on Park Property.
- D. To violate the following Park Property Beach Rules.
 - 1. Bring or keep glass bottles and other glass containers on the beach.
 - 2. Ignite any fire on the beach.
 - 3. Swim in any area other than a designated swim area, which is designated by buoys, unless that swimmer is wearing a wetsuit, as defined in Section III. G, and each time prior to swimming, has signed and dated the waiver form, which shall be located and accessed by swimmer at the beach entrance.
 - 4. Remove or throw life rings or ropes other than in case of emergency.
- E. To cause a noise disturbance. The following acts and activities are declared to be noise disturbances and are prohibited. This enumeration shall not be deemed exclusive.
 - 1. The playing of any radio, television, phonograph, other sound reproduction device, or musical instrument in such a manner or at such a volume as to be sufficiently audible to annoy or disturb the quiet, comfort, or repose of persons in the vicinity.
 - 2. The keeping of any animal or bird which, by causing frequent or long continued noise, shall disturb the comfort and repose of any person in the vicinity.
 - 3. The use of any motor vehicle in such a manner as to create a disturbing noise including, but not limited to, the screeching of tires and the discharge into the open air of exhaust from the engine without a sufficient muffler.

4. Shouting or other raucous or boisterous behavior for an unreasonable length of time.
 5. The use of a loudspeaker or public address system without a permit issued by Grand Traverse County Parks and Recreation Department.
 6. Operating an off-the-road motor-driven vehicle such as a minibike, motorcycle, dune mobile, snowmobile, converted snowmobile, amphibious vehicle, or any other motorized device.
- F. To place or erect a fence or barrier, to construct or occupy improvements, to construct or erect a deer blind, or to enclose the lands or obstruct the passage of another person or persons in any way from entering, exiting, or using Park Property without permission of the Director.
- G. To peddle or systematically solicit business of any nature, to distribute or post any handbills or other advertising matter, or to post signs without permission from the Director.
- H. To paint, mark, or otherwise apply any chemical or harmful substance on any tree, rock, or any other land, water, structure, or property without the permission from the Director.
- I. To park vehicles of any type in areas posted as “No Parking” or, where designated parking areas exist, to park vehicles of any type in an area other than the designated parking areas. If a motor vehicle is found parked on Park Property, then the license plate displayed on the motor vehicle shall constitute prima facie evidence that the person who parked it there is the owner of the vehicle.
- J. To camp on Park Property, unless approved and designated for such purpose by the Director, and with an approved permit issued by the Grand Traverse County Parks and Recreation Department.
- K. To store or leave personal property on Park Property for more than 24 hours without written permission of the Director. This subdivision does not apply to lawfully occupied, designated camping sites when camping with a permit, as authorized by the Director.
- L. To ride or lead a horse, pack animal, or other riding animal, or any animal-driven vehicle, on any area, except on roads that are open to use by motor vehicles, trails, bridle paths, and campgrounds designated for such use by the Director.
- M. To possess a dog without a leash or on a leash greater than six feet in length.

- N. To enter or remain on Park Property between dusk and 6 a.m., unless Park Property is open for an event between these hours, as approved by the Director.
- O. To possess a firearm, bow and arrow, crossbow, trap, or other instrument used for hunting or trapping of animals, or to hunt or trap on Park Property.
- P. To possess, consume, or offer alcoholic beverages, except on dates, times, and at locations on Park Property, as permitted and authorized by the Director.
- Q. To refuse to comply with the above rules upon the demand of an authorized local official; to interfere with the official's enforcement of this ordinance; to retaliate against another who has made complaint of a violation of a park rule; or, to interfere with an employee or agent of the Grand Traverse County Parks and Recreation Department while performing his or her official duties.

Section V: Penalty

- A. Enforcement Officers: An authorized local official is authorized to enforce this ordinance and issue a municipal civil infraction citation pursuant to Section 8703 of Public Act 236 of 1961, MCL 600.8703, *et. eq.*, and Section V. B. of this ordinance.
- B. Fines: Any person violating any provision of Section IV of this ordinance shall be responsible for a municipal civil infraction and subject to a maximum fine of \$100 for each offense. Each day that a violation continues is a separate municipal civil infraction violation.

Section VI: Miscellaneous

- A. This ordinance shall take effect thirty (30) days after publication as required by law. All ordinances or parts of ordinances in conflict with any of the provision of this ordinance are hereby repealed.
- B. The provisions of this ordinance are hereby declared to be severable and, if any clause, sentence, word, section, or provision is declared void or unenforceable for any reason by a court of competent jurisdiction, then the remaining portions of this ordinance shall remain in force.

Chairperson Board of Commissioners
County of Grand Traverse

Published in Record Eagle: INSERT

Effective Date: INSERT

STATE OF MICHIGAN
13th CIRCUIT COURT
COUNTY OF GRAND TRAVERSE

CHAZZ MCCALL, AS TRUSTEE OF THE
CHARLES WILLIAM MCCALL TRUST,
KAY INGRAHAM, AS SUCCESSOR TRUSTEE OF
THE JAMES K. & PATSY A. GALLAGHER TRUST,
MICHAEL & LINDA GALLAGHER, DONALD
GALLAGHER, ROSE DOUGLAS, KAREN BISHOP,
JAMES C. GALLAGHER, SHANNON WEBER,
SAMUEL & CYMBRE FOSTER, and
TIMOTHY LAMBERT,

Case No.: 2026-_____-CH
Honorable _____

Plaintiffs,

v

GRAND TRAVERSE COUNTY and THE
CHARTER TOWNSHIP OF LONG LAKE,

Defendants.

Exhibit 14

To the Complaint

Respectfully submitted,

BEK Law, PLC

Dated: June ____, 2026

By: _____

Brace Kern (P75695)
Attorney for Plaintiffs
3434 Veterans Drive
Traverse City, MI 49684
(231) 499-5380
info@bracekern.com

Received for record this 11th day of Sept. A. D. 1925,
 at 3:00 o'clock P. M., as a proper certificate was furnished in compliance with Section 3957 Compiled Laws of 1897.
CHARLOTTE A. NASH, Register of Deeds.

PAUL C. GILBERT & WIFE
 TO
LONG LAKE TOWNSHIP
This Indenture, Made this 29th day of July in the year of our Lord one thousand nine hundred and Twenty-five
 BETWEEN PAUL C. GILBERT AND R. EMMA GILBERT, husband and wife of Traverse City, Michigan, parties

of the first part, and THE TOWNSHIP OF LONG LAKE, a municipal corporation of Grand Traverse County, State of Michigan, party of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One Dollar and other value ~~paid~~ to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, do by these presents grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and its successors and assigns, Forever, all ~~that~~ certain piece or parcel of land situate and being in the Township of Long Lake County of Grand Traverse and State of Michigan, and described as follows, to-wit:

Commencing on the boundary line between Lots Two (2) and Three (3) of Section Sixteen (16) Township Twenty-seven (27) North of Range Twelve (12) West, where the same intersects the shore of Long Lake. Thence West on said boundary line One Hundred Thirty seven (137) feet more or less to center of public highway. Thence Southerly along center of said highway Two Hundred Fifth Six (256) feet more or less to a point marked by iron stake: Thence Easterly along line of farm fence on Lot Three (3) Two Hundred Seventeen (217) feet more or less to a point marked by iron stake: Thence Northeasterly along line of farm fence, One Hundred Forty Five (145) feet more or less to shore of Long Lake. Thence Northwesterly along shore of Long Lake to place of beginning.

These premises are hereby dedicated as a public park forever and are at all times be under control of and policed and cared for by the Township Board of said Township - as such public park and are now designated as "Gilbert Park".

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and To Hold the said premises, as herein described, with the appurtenances, unto the said party of the second part, and to its successors and assigns Forever. And the said PAUL C. GILBERT AND R. EMMA GILBERT themselves, their

parties of the first part, for / heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents they are well seized of the above granted premises in Fee Simple that they are free from all incumbrances whatever

and that they will, and their heirs, executors and administrators shall Warrant and Defend the same against all lawful claims whatsoever.

In Witness Whereof, the said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of
LETTY E. MARVIN
THOS D. MEGGISON
 STATE OF MICHIGAN
 County of Grand Traverse
 On this 8th day of August in the year one thousand, nine hundred and Twenty-five before me
PAUL C. GILBERT AND R. EMMA GILBERT
 to me known to be the same person described in, and who executed the within instrument, who acknowledge the same to be their free act and deed.
 My commission expires Jan. 24, 1926
LETTY E. MARVIN, Notary Public,
Grand Traverse County, Michigan.

PAUL C. GILBERT [L. S.]
R. EMMA GILBERT [L. S.]
THOS D. MEGGISON [L. S.]
 ss.
 On this 8th day of August in the year one thousand, nine hundred and Twenty-five before me
PAUL C. GILBERT AND R. EMMA GILBERT
 to me known to be the same person described in, and who executed the within instrument, who acknowledge the same to be their free act and deed.
 My commission expires Jan. 24, 1926
LETTY E. MARVIN, Notary Public,
Grand Traverse County, Michigan.

parcel of land situate and being in the _____ of Michigan, and described as follows, to-wit:

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Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and To Hold the said premises, as herein described, with the appurtenances, unto the said part y of the second part, and to its successors and assigns Forever. And the said ~~PARM C. GILBERT AND R. EMMA GILBERT~~ themselves, their parties of the first part, for / heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said part y of the second part, its SUCCESSORS ~~PARM C. GILBERT AND R. EMMA GILBERT~~ and assigns, that at the time of the enrolling and delivery of these presents they aforesaid seized of the above granted premises in Fee Simple that they are free from all incumbrances whatever _____ and that they will, and their heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever.