

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF GRAND TRAVERSE

PROTECT RENNIE LAKE, INC., a  
Michigan non-profit corporation,

Plaintiff,

v

Case No. 2021-35840-CZ  
HON. KEVIN A. ELSENHEIMER

ROTARY CAMPS AND SERVICES OF  
TRAVERSE CITY, a Michigan non-profit  
corporation,

Defendant.

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David P. Glenn (P75507)  
Kuhn Rogers PLC  
Attorneys for Plaintiff  
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Traverse City, MI 49684  
231-947-7900

Jeffrey L. Jocks (P67468)  
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**RELEASE AND SETTLEMENT AGREEMENT**

This Release and Settlement Agreement (“hereinafter “Agreement”) is entered into and effective as of December \_\_, 2021, by and between the undersigned parties.

**Recitals**

WHEREAS, Rotary Camps and Services (hereinafter “Rotary”), a Michigan nonprofit corporation, owns real property in East Bay Township, Grand Traverse County, Michigan;

WHEREAS, Rotary’s property is known as the Greilick Outdoor Recreation & Education Center (hereinafter “GOREC”);

WHEREAS, Protect Rennie Lake, Inc (hereinafter “PRL”), a Michigan nonprofit

corporation is a membership based corporation;

WHEREAS, PRL filed and served a Complaint against Rotary in Grand Traverse County Circuit Court, with Case No. 2021-35840-CZ concerning Rotary's current and proposed uses of GOREC;

WHEREAS, at mediation the parties agreed to settle all disputed issues raised by PRL in its lawsuit.

### **Agreement**

In consideration of the foregoing facts and the mutual covenants set forth below, the parties agree as follows:

1. The parties attach hereto as Attachment A the handwritten settlement agreement made and signed at mediation on November 2, 2021 and incorporate its terms herein.
2. The parties have agreed upon Watercraft Washing Protocols which are attached hereto as Attachment B and incorporated herein.
3. Except as expressly stated in Attachments A and B hereto, the undersigned parties each release, acquit, and forever discharge each other (and their respective heirs, representatives, agents, attorneys, and assigns) from and against any and all claims, costs, demands, expenses, reimbursements, debts, obligations, liabilities, and causes of action of any kind or nature whatsoever relating to the facts and issues set forth in Plaintiff's Complaint in the above-cited matter, based on any act or omission occurring prior to the date of this Agreement. The parties acknowledge that they have reviewed this Agreement with their respective attorneys and understand that this is a complete and comprehensive release of any and all claims, including the release of any and all claims under any federal, state, or local law, statute, or ordinance. This Agreement shall be a full settlement and release of all rights, claims, demands, or causes of action described above as being released. The parties understand and acknowledge the significance and consequences of such specific release and hereby assume full responsibility for any injuries, damages, losses, or liability that they may respectively incur as a result of having released any such rights. Nothing in this Agreement restricts, limits, or waives any party's specified obligations as addressed in and/or under the terms of this Agreement.
4. This is a fully integrated agreement. This Agreement constitutes and contains the only agreement between the parties hereto relating to the matters set forth herein, the facts, obligations, claims, or defenses set forth herein or the subject matter hereof.

Each party, in executing this Agreement, has not relied on any inducements, promises, or representations made by any other party to this Agreement, or made by any attorney for any party to this Agreement, other than as expressly set forth within the terms and provisions of this Agreement. The parties and beneficiaries hereto understand that, in the event of any subsequent litigation, controversy, or dispute concerning any of the terms, conditions, or provisions of this Agreement, no party shall be permitted to offer or introduce any evidence concerning any prior or contemporaneous collateral oral agreements or oral statements between the parties and/or their counsel.

5. This Agreement pertains to claims and allegations between the parties and does not constitute, and shall not be construed as, an admission of liability of any of the parties.
6. No change, modification, waiver, or discharge of any or all of the terms and conditions hereof shall be effective unless made in writing and signed by the parties.
7. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, and partners of the parties.
8. In the event that any term, condition, or other provision of this Agreement is held to be invalid or void by any court of competent jurisdiction, such term, condition, or other provision shall be deemed severable from the remainder of this Agreement, and shall in no way affect any other term, condition, or provision herein. If such term, condition, or other provision shall be deemed invalid due to its scope or breadth, it shall be deemed valid to the extent of the scope or breadth is permitted by law.
9. The parties shall promptly execute and deliver to one another such further documents as may be reasonably necessary to effectuate the provisions of this Agreement and agree not to cause any unreasonable delay in carrying out its terms.
10. Each party has reviewed and revised this Agreement to its satisfaction, and accordingly, any rule of construction to the effect that any ambiguities are to be resolved against the drafting parties will not be invoked in connection with any interpretation of this Agreement.
11. Notwithstanding any of the provisions to this Agreement to the contrary, nothing in this Agreement is intended to prevent a party from enforcing any of the provisions set forth herein. Any subsequent action or proceeding that seeks to enforce any provision, act or omission that was settled and agreed upon under this Agreement,

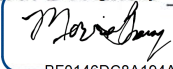
and/or arising out of, or related to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs in connection therewith.

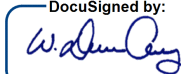
12. Each person signing this Agreement on behalf of a party hereto represents that such person is authorized to compromise and release claims to and to bind and execute this Agreement on behalf of that party and, having the opportunity to consult with counsel of their choosing, each has a full and complete understanding of the significance or the impact and/or effect of the language utilized and as set forth herein. Each person signing this Agreement hereby represents and warrants the voluntary execution of this Agreement.
13. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Michigan. Venue for any proceeding regarding this Agreement shall be in the Circuit Court for Grand Traverse County, Michigan.
14. Each party shall bear its own attorneys' fees and costs incurred in this litigation or otherwise. This Agreement may be executed in one or more counterparts, and each original signature may be transmitted electronically and shall be valid and binding against the signing party.
15. The parties shall, by and through their respective attorneys, sign and submit a stipulated dismissal of PRL's Complaint with prejudice and without costs or attorney's fees.

*SIGNATURES ON FOLLOWING PAGE*

**PROTECT RENNIE LAKE, INC**

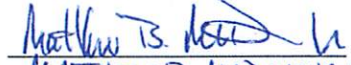
Dated: ~~December~~ 12/3/2021, 2021

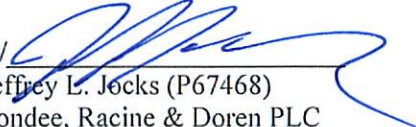
~~DocuSigned by:~~  
  
/s/ Merrilee Thompson  
By: Merrilee Thompson  
Its: Chairperson

DocuSigned by:  
  
/s/ W. Dane Carey  
W. Dane Carey (P79898)  
Kuhn Rogers PLC  
Attorneys for Plaintiff

**ROTARY CAMPS AND SERVICES OF TRAVERSE CITY**

Dated: December 3, 2021

  
/s/ MATTHEW B. MCDONOUGH  
By: MATTHEW B. MCDONOUGH  
Its: EXECUTIVE DIRECTOR

  
/s/ Jeffrey L. Jocks  
Jeffrey L. Jocks (P67468)  
Sondee, Racine & Doren PLC  
Attorneys for Defendant

Attachment A to Settlement Agreement

Protect Rennie Lake Inc.

v.

2021-35840-CZ

Rotary Camps & Services  
of TC.

11-2-21 Settlement Agreement.

The parties agree to settle this matter pursuant to the following terms:

1. No day users of the GOREC property shall be allowed to bring or launch their own boat at the property ~~to~~ into Rennie Lake.
2. Those staying on the property may bring and launch non-motorized watercraft in Rennie Lake so long as the watercraft is washed to industry standards.

3. Those taking classes on the property may bring and launch their own non-motorized watercraft in Rennie Lake in conjunction with the class so long as the watercraft is washed to industry standards.
4. Classes are limited to 60 per year. Each class is limited to no more than 10 <sup>fm</sup> ~~boats~~ watercraft.
5. BOREC shall not allow motorized watercraft except for 1 emergency watercraft and ~~up to 2 electric or 10~~ electric handicapped accessible watercraft for use by handicapped individuals.
6. BOREC shall not allow more than 60 watercraft to enter Rennie Lake through its property and be on the lake at any one given time.

7. GOREC shall require any no-GOREC owned watercraft or any GOREC owned watercraft used on any other body of water to be washed to industry standards before being launched into Renne Lake.
8. Any reference to washing to industry standards shall also include the supervision of a GOREC employee or volunteer. If a GOREC employee or volunteer is not available, then washing and access to Renne Lake will be prohibited.
9. The parties will work together in good faith to develop and agree upon a washing protocol that meets industry standards.

10 The parties agree that the terms of this agreement will be incorporated into the Township PUD application.

11. Any future modifications of the PUD will be consistent with this agreement.

12 Those members of Protect Rennie Lake attending this mediation and the Protect Rennie Lake Board shall not object publicly to the PUD application with respect to any issue raised in the complaint in this matter.

13. GOREC shall be allowed to rent its boats to members of the public and for use in Rennie Lake so long as all provisions of this agreement are followed.

14. This agreement is contingent upon each party receiving approval from its governing body or members, whichever is applicable.
15. Each respective mediation team shall advocate for the adoption and vote in favor of the adoption of this agreement.
16. Any dispute arising prior to the dismissal of this action and over the implementation of this agreement shall trigger the requirement to reconvene the mediation for resolution.
17. The parties will work together in good faith to prepare the necessary standard releases and standard order of dismissal which shall be with prejudice and  
(5) without costs.

W. Dare Carey

W. Dare Carey - Plaintiff Atty

Jeff Jocks

Jeff Jocks - Defendant Atty

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W. Dan Carey - TI atty.

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Jeff Jocks - A atty.

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## Attachment B to Settlement Agreement

### Watercraft Washing Protocols

Prior to allowing any outside watercraft or watercraft owned by GOREC that has been used on a body of water other than Rennie Lake, GOREC shall implement the following washing protocols prior to allowing such watercraft to be launched into Rennie Lake:

#### High Pressure, Hot Water Cleaning System

- Remove any visible plant or plant fragments, as well as mud, fish, animals, and other debris on exterior and interior of the watercraft, trailers, fishing equipment, and other water equipment.
- Use a hot water, high pressure system, comprised of boiler tank, water hose, and spray gun, to thoroughly wash the entire exterior of the watercraft, trailer, or other water equipment with water between 140-160 degrees for a minimum of 30 seconds on the entire surface and with a minimum water pressure of 90 pounds per square inch.
- Empty water from equipment (boats, trailers, equipment, clothing, pets, etc.), including live wells, wet wells, bilge compartments, and water holding tanks, by pulling drain plugs, before launching.
- Rinsing the interior compartments of the watercraft with water heated to lower temperatures for longer durations.
- Inspect watercraft and equipment before launching.
- Trained staff or volunteers supervising.
- If washed accordingly, no drying time is needed.
- Dispose of any mud and plant material removed from the watercraft in the garbage. Do not compost or return to the lake/river.
- Obtain and maintain any permits that may be required by EGLE and any other relevant regulatory agency regarding wastewater runoff, and any other permits that may be necessary.
- Complete all washing protocols at an upland site sufficiently far enough from surface water of the Lake to ensure there is no water runoff into Rennie Lake.

## Alternatives

The High Pressure, Hot Water Cleaning System (the System) will be kept in good working order. In the unlikely event that the System malfunctions or breaks down, the following alternatives can be used for a period of up three days as long as the watercraft is fully dried by towel or dried for five days in the sun prior to being launched into Rennie Lake, or the watercraft is owned by GOREC and is launched exclusively into Rennie Lake:

- *Unheated, High-Pressure Water Decontamination* - Rinsing the exterior and interior of watercraft and equipment with unheated water for 30 seconds.
- *Bleach Chemical Treatment* - Soak or spray and equipment for at least one minute with a 3% -10% household bleach solution (three to 13 ounces of household bleach mixed with one gallon of water).
- *Vinegar Chemical Treatment* - Soak or spray watercraft and equipment for at least 20 minutes with undiluted white vinegar.
- Water washing in conjunction with physical removal and brushing to remove mud and other matter from exterior and interior of watercraft and equipment. Water runoff contained, treated or filtered, and waste materials incinerated or disposed of. This method also requires seven days drying time.

If repairs cannot be made to the System within three days, the only watercraft allowed to be launched into Rennie Lake will be those owned by GOREC and launched exclusively into Rennie Lake until such time as the System is repaired and operable.