

**CASCO TOWNSHIP PLANNING COMMISSION**  
**REGULAR MEETING**  
**March 15, 2023**  
**6:00 PM**  
**Casco Township Hall**

1. Call to order
2. Review / Approval of Agenda
3. Public Comment - items **NOT** on the Agenda (please keep comments to 2 minutes)
4. Acknowledge/read correspondence received
5. Approval of minutes:
  - a. 2/15/23 meeting
6. Public hearings

\*Brian Timmer of South Haven MI has petitioned for site plan review of a private road to serve 2 parcels at 7419 Baseline Road 0302-085-023-00.

\*Proposed Text Amendments:

Chapter 2 Definitions, 2.04 amend campground

Chapter 3 General Provisions,

3.16 Swimming Pools, amend #C clarify setback

3.23 Project into yards, amend A#4, D amend to D,E&F, setbacks for stairs and decks

3.28B1#5; 3.39A#4; 3.43 amend fire pits, wood and gas regulation

Chapter 7A-LR-A, 7B-LR-B, 8-LDR amend District regulations chart, add reference to 3.28 for setbacks, amend water front setback for lots on Lake Michigan

Chapter 15 Specific Use Regulations, 15.03#E amend campground regulations

7. New Business:
  - a. Discuss/decision Timmer, Private Road
  - b. Discuss/decision text amend, recommend/not recommend to Board
  - c. Any other business that may come before the commission
8. Old Business:
  - a. Cisco, 68<sup>th</sup> Street, Sand Mine SLU – continue discussion
  - b. Any other business that may come before the commission
9. Administrative Reports
  - a. Zoning Administrator
  - b. Township Board representative
  - c. ZBA representative

10. General Public Comment (2 minutes each)

11. Adjourn

*Next meeting date Wednesday April 19, 2023 6:00PM*

Draft

Casco Township Planning Commission  
Regular Meeting  
February 15, 2023

**Members Present:** Chairman Andy Litts, Vice Chair Kelly Hecker, Secretary Greg Knisley, Board Rep. Dan Fleming, Ryan Brush and Dian Liepe

**Members Absent:** Irene Wood

**Also Present:** Zoning Administrator Tasha Smalley, Clerk Cheri Brenner, Paul Macyauski, Supervisor Alan Overhiser, Atty Ron Bultje and Recording Secretary Janet Chambers and approximately 6 interested citizens.

1. **Call to order:** Meeting was called to order by Chairman Litts at 6:00 PM
2. **Review and approve agenda:** A motion by Knisley, supported by Liepe, to approve agenda. All in favor. MSC.
3. **Public comment items NOT on the Agenda:** None
4. **Correspondence:** none
5. **Approval of minutes of 1/18/23:** A motion by Hecker, supported by Liepe, to approve minutes of 1/18/23. All in favor. Minutes approved as presented.
6. **Public Hearing – none**
7. **New Business:**
  - a. Fleming brought in a copy of Casco Township's 1st Zoning Ordinance. It contained 24 pages, 4 of which were blank. It was approximately the size of ¼ sheet of standard paper, and standard type size. Fleming asked commissioners to look at the current zoning ordinance in comparison to the first zoning ordinance and ask yourself why all this (holding up current Zoning Ordinance) needed to be added.
8. **Old Business:**
  - a. **Continue fire pit text amendment:** Smalley provided a 2/15/23 draft of 3.43 Fire Pits in Residential Districts (attachment 1). After review and discussion commissioners made the following minor changes:
    - Under A – "*Outdoor recreational wood burn*" shall be changed to "*Outdoor recreational wood burning*"
    - Under B – "*Outdoor recreational gas burn*" shall read "*Outdoor recreational gas burning*"
    - Under A 3 – Will read "The burn shall not be less than twenty-five (25) feet from any structure, ~~or~~ building or combustible materials and shall ~~have a fifteen be~~ no less than fifteen (15) feet from a property line.

A motion by Hecker, supported by Liepe to approve Amendment 2-15-23 on 3.43 (Attachment 2) with the above changes and move forward with a public hearing. All in favor. MSC.

**b. Continue 3.23 projection into yards test amendment.**

A motion by Fleming, supported by Litts to accept amendment 2-15-23 of Section 3.23 Projections into yard and Section 3.16 C with the following change to 3.16 C:

C. The outside edge of the pool wall shall meet the side and rear yard setbacks of the zoning district in which it is located. Swimming pools shall not be located in the required front yard, except on waterfront lots, the pool may be in the required waterside yard. The waterside setback for properties in the High Risk Erosion is are as regulated by EGLE. ~~The waterside setback for properties not in the High Risk Erosion is.....~~

All in favor. MSC.

**c. Cisco, 68<sup>th</sup> Street, Sand Mine SLU – discussion, Impact study (Attachment 3), reclaim bond, road maintenance and bond, other...**

Atty Bultje said Casco should have someone to represent the township, review the impact study and do a site investigation. We must do this under the ordinance. The representative should make an environmental impact statement. There could be very serious consequences. If they uncovered serious problems it would need to be fixed or addressed by the applicant. Sandmining is favored in the State of Michigan. If there are minerals, they are entitled to mine if there is a market. We can put limitations on the project to make it as palatable as possible. They will continue to host a mining operation for 10 years. We must talk about conditions in the approval. It is important to have a written report to be certain about the conditions. Have things written down.

Knisley said, after reading the Michigan Act 113, he thought about what reasonable or unreasonable conditions are. The PC has talked about estimated number of trucks. It could be anywhere from 10 to 20 trucks a day. Cisco would like 14 a day, that would be 24 legs of the trip, coming and going. 10 trucks would be a truck every 28 minutes, aside from operators and service and support vehicles. Twenty trucks would be a truck every 13 minutes. Another issue is people on the route. How do we figure the impact on property value? Another thing would be if the property changes hands. Is the use transferrable to heirs or is the agreement with Mr. Cisco only.

Bultje said in terms of the property value, this is not something we need to come up with. That would be up to the people objecting to the mining to come up with. It is not our job to create a case of property value. We are here to judge the information if brought to us. The approval runs with the land. If there is a legitimately qualified person, they would have to operate within permits and comply with requirements.

Knisley asked if the mining were to cease to exist, would the reclamation be in place?

Bultje said it is up to Casco to be sure there is funding in place. If the applicant is required to work 5 acres at a time and clean it up before starting the next 5, that would help.

Liepe questioned the plan to leave the property 15' lower than is existing now.

Bultje said we are not professionals; we want someone to investigate the plans.

Supervisor Overhiser checked into hiring a consultant to represent the township. An email (Attachment 4) from GEI Consultants of Michigan, dated February 15, 2023, to Supervisor Overhiser regarding hiring GEI to represent Casco in review of Nederveld's EIA (Environmental Impact Assessment). An estimate to review the Nederveld EIA is \$2,000. For an additional \$5,000 GEI Consultants would perform a field assessment and prepare a formal response.

Commissioners agreed it would be best to have both the \$2,000 review of the EIA and the \$5,000 field assessment for a total of 7,000. The applicant would cover the cost.

Bultje said it will take a couple of months to have the assessment done, but that is a reasonable amount of time.

Knisley made a motion to recommend to the board they hire GEI Consultants to perform the full evaluation. Motion supported by Liepe. All in favor. MSC.

Hecker said the plan is for 10 years, but the Ordinance says 1 year at a time.

Bultje said you do not want to go through this whole process every year. It would be a 10-year contract subject to annual review.

Commissioners said the route was approved by the Road Commission.

Bultje said even with Road Commission approval, the PC can still review the route and make changes to it.

Discussion ensued about the route plan. The plan shows different routes for empty trucks and full trucks.

Fleming said it is difficult to look from the side of property rights and the other side at the same time. He shared a story of living on a haul route. There was a driver who went past his house multiple times a day. One day the driver stopped at Flemings Upholstery Shop. He told the driver to honk when he drives by. Fleming's kids would wave at the driver. When the driver retired Fleming put up "Happy Retirement" signs for the driver. There are good stories too.

Lubbers said when trucks are leaving the site there will be signs with directions for loaded and unloaded trucks.

Cisco said the ordinance says the nearest primary road. If you go the nearest primary road, that brings you to 66<sup>th</sup>.

Bultje said this particular use will result in a lot of traffic, which is why we can set up the route for this particular use.

Litts asked the County how often they inspect the bridges. The County told him they inspect each bridge every two years.

Smalley said the applicant does not plan to pave their access drive for 200' as required in the ordinance because the road is dirt.

Bultje said the ordinance requires it. He said paving would be a benefit even on a dirt road. If they do not pave the road, they would need a variance from the ZBA. If the ordinance mandates, you do not have the authority not to enforce. The ZBA is the safety valve.

Discussion ensued about the a cost for reclamation and the maintenance agreement fund.

Cisco said he thought the cost of reclamation (\$70,000) would be part of the maintenance agreement (\$250,000).

Smalley said the \$250,000 was specifically for the roads. There will be a separate account for reclamation.

Bultje said GEI could advise on the road agreement and reclamation agreement. Once decided, and ready to make a recommendation to the board, the PC could make a sample of the agreement, saying it could be something like this.

Litts said the agreement will be developed outside of the PC. The Board will make the contract.

Bultje said if the PC, if they decide to permit, will suggest the reclamation and road maintenance. Most of the work is done at the PC level. The board will not spend as much time on this.

Knisley asked about how this could affect property values along the route as far as taxes.

Bultje said property taxes are not based on taxing minerals on property. They are taxed by the use of the land.

b. **Administrative Reports:**

- a. **Zoning Administrator:** No questions
- b. **Township Board of Representative:** Fleming said there was a special meeting on shoreline property owned by the township. Property owners wanted permission for a revetment. The board gave them permissions if they abide by the Board's restrictions.
- c. **ZBA Representative:** There were no ZBA meetings.

- c. **General Public Comment:** Irwin Watson thanked the PC for putting so much time into this. He said the Cisco Mine has been running illegally for 3 years. Watson said he has worked in construction all

his life. He has worked for Bechtel on pipe lines at nuclear plants, worked on highways and many big corporations. Watson has seen mines abandoned, no topsoil, etc. He asked how many PC members have been on the site? When no members said they had been on site, Watson asked who is going to investigate the project. He said corporations spend weeks teaching rules, then the rest of the time finding ways to break the rules. He said the Cisco Mine will get trucks from Zeeland, Kalamazoo, Grand Rapids and local guys. You can't stop them from picking their own route. Why approve something to benefit one, at the cost of many others? Watson said the PC needs to check into what they are getting into. Once this is passed, you are going to have to pass it for others. You will have set a precedence. If you dig 15' anywhere out there you will have standing water. They are already breaking the law. Once you approve it, anybody can break the law.

d. **Adjourn:** Meeting was adjourned at 7:20 PM. .

Attachment 1: Fire Pit amendment draft

Attachment 2: Projections into yard amendment draft

Attachment 3: Impact Study & Site plan packet

Attachment 4: Email from GEI to Supervisor Overhiser, Feb. 25, 2023, Re: Review of EIA for sand mine

Attachments available at the township hall upon request

*Next meeting date Wednesday March 15, 2023, 6 PM*

Minutes Prepared by Janet Chambers, Recording Secretary

Memorandum: Casco Township Zoning Board of Appeals  
Date: February 28, 2023  
From: Tasha Smalley, Zoning Administrator  
RE: STAFF REPORT – Site Plan Review – Private Road

**Meeting date: Wednesday March 15, 2023 6:00 PM**

Owner: Brian Timmer  
Mailing Address: 80 Elm Court, South Haven MI 49090

Subject Property: (vacant land) 7419 Baseline Road  
Parcel #: 0302-085-023-00

LDR- Low Density Residential District

8.03 District Regulations

Minimum lot area – 20,000 sq ft / s&w 10,000 sq ft  
Minimum lot width – 100 feet / s&w 85 ft  
Front setback – 50 feet / w&s 30 ft  
Side setback – 25 feet / w&s 15 ft  
Rear setback – 40 feet  
Maximum building height 35 feet

Analysis

Property 0302-085-023-00 is a legal conforming lot of record  
Lot area: 12 acres, approx 540x525

Proposed private road is to serve 2 parcels

3.26 Private Road

3.26E#2 PC shall hold a public hearing to review

Private Road Name: Mable Creek Drive

Private Road to serve 2 parcels

Right-of-way: 66 feet in width

Length: approx 220ft

3.26D3, PC may accept a plan by surveyor rather than engineer if serves 5 or less parcels.  
Plans are drawn by surveyor; **Discuss if this will be accepted**

3.26G Design Standards

1. complies
2. complies
3. complies
4. No Fire Dept review yet; complies with materials
5. complies
6. Fire dept – not yet, in review
7. complies
8. complies
9. there is clear vision

10. Drain commission approval required prior to construction (approval condition)
11. the maintenance agreement provides language; served by private septic/well
12. Maple Creek Dr
13. n/a
14. SHAES, in review
15. possible approval condition

Per 3.26E#4 (last line) This review serves as preliminary approval to construct the road. #6 following completion the applicant requests final approval by the PC #6a if PC opts out of engineer review, this will not apply; #J2 requires “as built” drawings at the end. An engineer will be certifying that the road meets the ordinance requirements, just not the Twp engineer.

Per 3.26C#4 PC may elect to have plans reviewed by Twp attorney, engineer, etc – this road serves only 2 parcel; *I personally do not think the attorney or engineer need to review the plans, but up to you.*

E#3 PC may request assistance from attorney, engineer, etc to review plan. *I personally do not think the attorney or engineer need to review the plans, but up to you.*

Per 3.26I PC shall require a performance guarantee as per 21.05.

Refer to your ordinance 3.26 for all regulations and standards



pd cr # 1291  
@ 700-

### CASCO TOWNSHIP

Alfred J. Ellingsen  
Building Inspector - Registration # P 003075  
Zoning Administrator  
7104 107<sup>th</sup> Ave.  
South Haven, Michigan 49090  
Phone- 269/637-4441 Fax- 269/639-1991

### Application to Planning Commission for Review and Approval of a Private Road

1. Applicant Information:

Name Brian Turner  
Address 80 Elm Ct City South Haven State MI Zip 49090  
Telephone 314-941-080 Fax \_\_\_\_\_  
Person in charge of project Brian Turner

2. Property Information:

Address: 7419 Barklie Rd?  
Parcel #: 0302-085-083-00; Do you own the parcel? Yes ; No \_\_\_\_\_  
Current Zoning R-5-low Conforming use in zone? Yes ; No \_\_\_\_\_  
Other action required?: Variance \_\_\_\_\_; Re-zone \_\_\_\_\_; Special Use Site Plan Review  
PUD \_\_\_\_\_; Road Commission Approval N/A (City of South Haven)

3. Engineer or Surveyor Information:

Name Mitchell J Mone Address 234 Victoria Blvd.  
City South Haven State MI Zip 49090 Phone 267-577-807 License # 4001042966

4. State proposed use of property: Residential lots

Applications with completed site plan and other required information must be filed with the Zoning Department at the Township Office at least 30 days before the scheduled Planning Commission meeting. All amended site plans must be submitted at least 16 days before the meeting or the hearing/ review will not be held. All applicable fees must be paid at that time. By signing this application, I agree to pay all applicable fees and costs associated with the Private Road review process as detailed in the Township Fee Resolution.

I hereby authorize Casco Township Planning Commission members and Township staff to inspect the proposed site at their discretion. I agree to comply with all local and State laws in regards to the locating, construction, and maintenance of the private road for which I am requesting a approval.

Have you received a copy of Section 3.26 Private Roads? YES

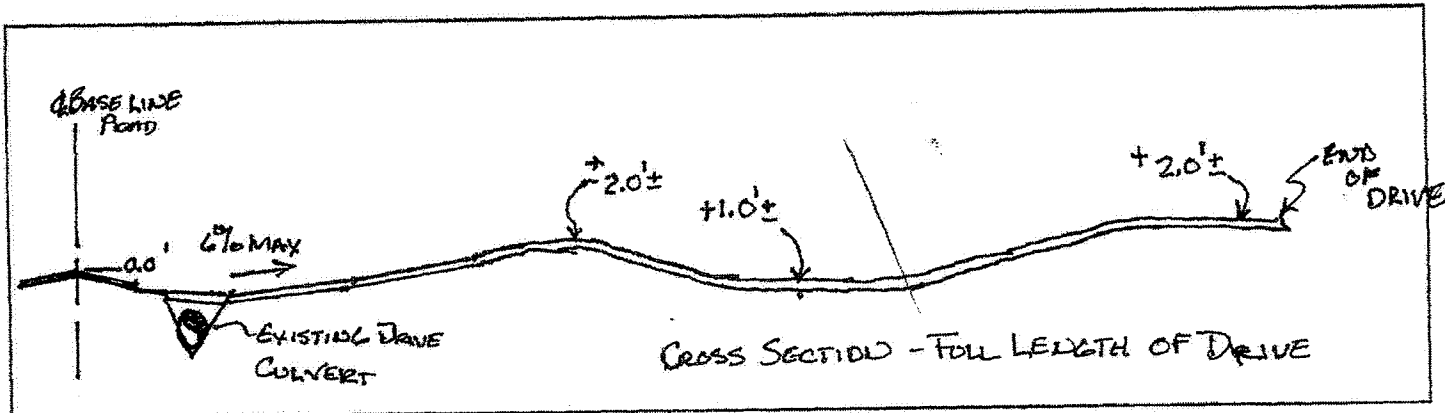
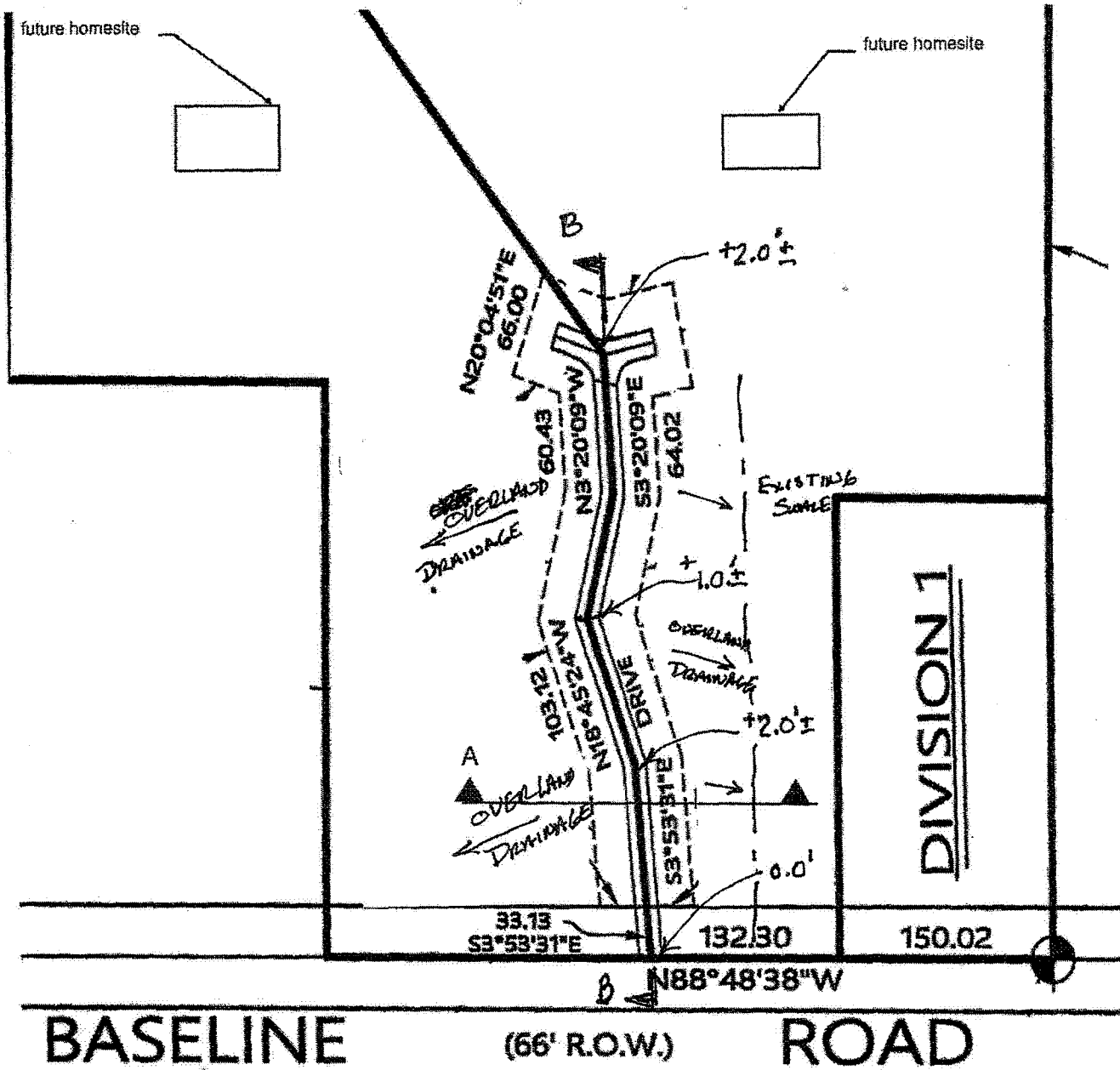
Applicant Signature [Signature] Date 2-14-03

\* Full Application was entered to Tasha

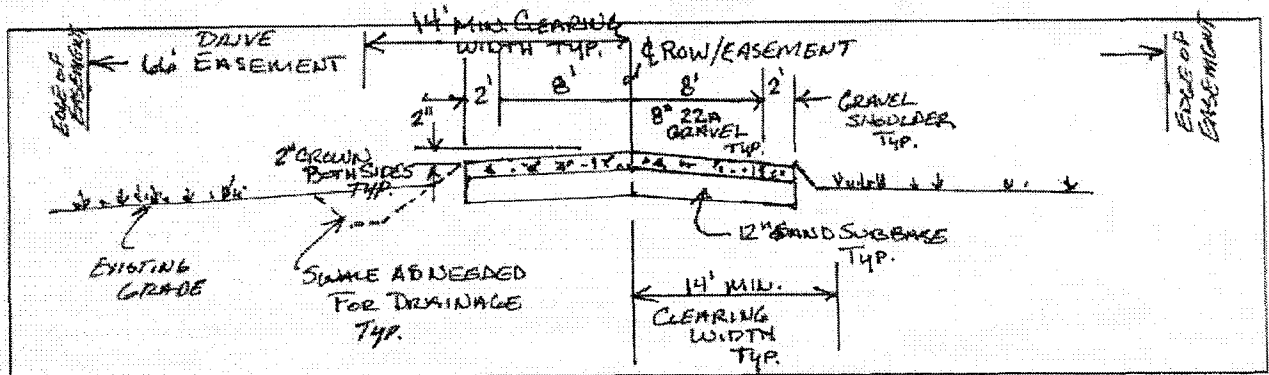
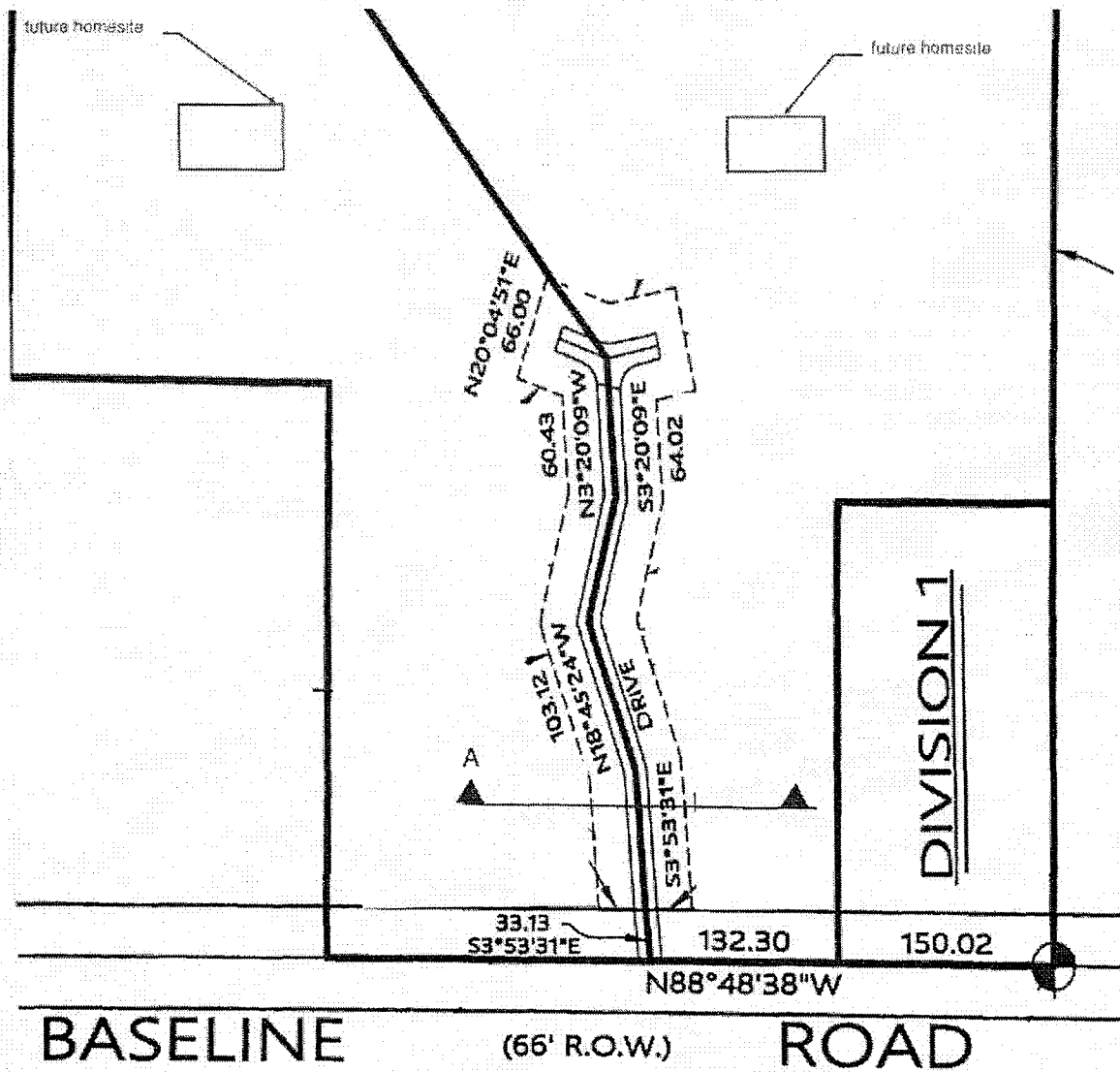
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#### Private road general provisions:

- Application for private road is attached.
- Description of development to serve:
  - This will serve two residential home sites as shown on the survey drawings
- Drawings prepared by surveyor for private road as it serves two lots
  - Location – as shown on plan
  - Grade – match existing grade and contours of property
  - Route – included on survey plan
  - Elevation – included on attached page
  - Design and dimensions – included within section cut on attached page
- ROW survey included within survey map
- Public utility easements included - not shown on drawing,
- no lakes, or streams within 100 feet, no 12% slopes
- no existing structures or buildings
  - future home sites shown for reference only
- private road will service two lots, layout is as shown
- road will have complaint traffic control devices and street sign.
  - proposed name – Mable Creek Dr
- deed restrictions and maintenance agreements are included under separate cover
- road details:
  - easement width – 66'
  - clearing width – 28'
  - road width 16'
  - shoulder width – 2' each side
  - material – 12" compacted sand, with 8" of 22a gravel
  - crown – 2" middle crown (.02" / foot fall)
  - private road termination – in lieu of a cul-de-sac, I am proposing a hammer head style emergency services turn around
- site drainage was previously revised within the limits of the city of south haven ROW for a curb cut and ditching effort by the landowner to correct drainage from the Baseline road reconstruction project.



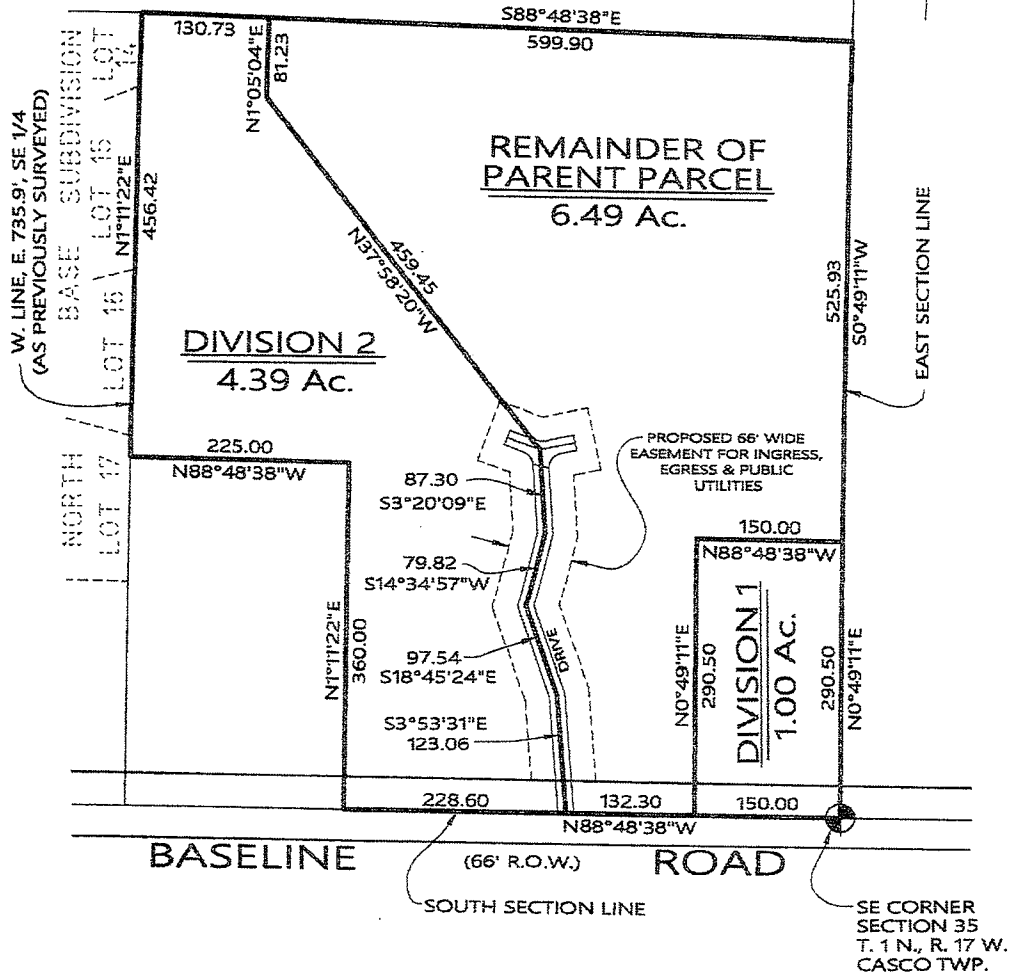
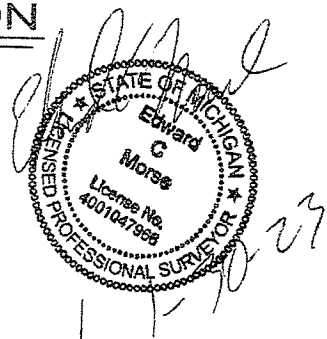
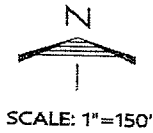
Road Section Cut # B



Road Section Cut A

# PROPOSED LAND DIVISION

SEE SHEET 2 FOR EASEMENT DETAIL  
SEE SHEET 3 FOR DESCRIPTIONS



NOTES:  
1.) ACT 591 OF MICHIGAN PUBLIC ACTS OF 1997 SHOULD BE CHECKED TO SEE THAT ANY PROPERTY CONVEYANCE DOES NOT VIOLATE THIS ACT.  
2.) THIS DRAWING WAS CREATED FOR LAND DIVISION APPROVAL ONLY AND FROM FURNISHED INFORMATION SUPPLIED BY THE CLIENT. THIS SHOULD NOT BE RELIED UPON FOR ANY OTHER TRANSACTIONS WITHOUT THE BENEFIT OF A BOUNDARY SURVEY AND A CURRENT TITLE INSURANCE POLICY.

<b>MITCHELL &amp; MORSE LAND SURVEYING</b>		234 VETERANS BLVD. SOUTH HAVEN, MICHIGAN 49090 OFFICE: (269) 637-1107 FAX: (269) 637-1907	
A DIVISION OF MITCHELL SURVEYS, INC.			
CLIENT	<b>BRIAN TIMMER</b>		
DATE	1-30-23	JOB NO.	23-121
		SHEET	1 OF 3
DWG. BY	J. MITCHELL	DWG. CK	
		DESC. BY	
BEING IN THE	SE 1/4	SECTION	35
		T	1 N.
		R	17 W.
	CASCO	TWP.	ALLEGAN
		CO., MICHIGAN	
SCALE	1"=150'	BOOK	FILE
		PAGE	FILE
		REVISION	

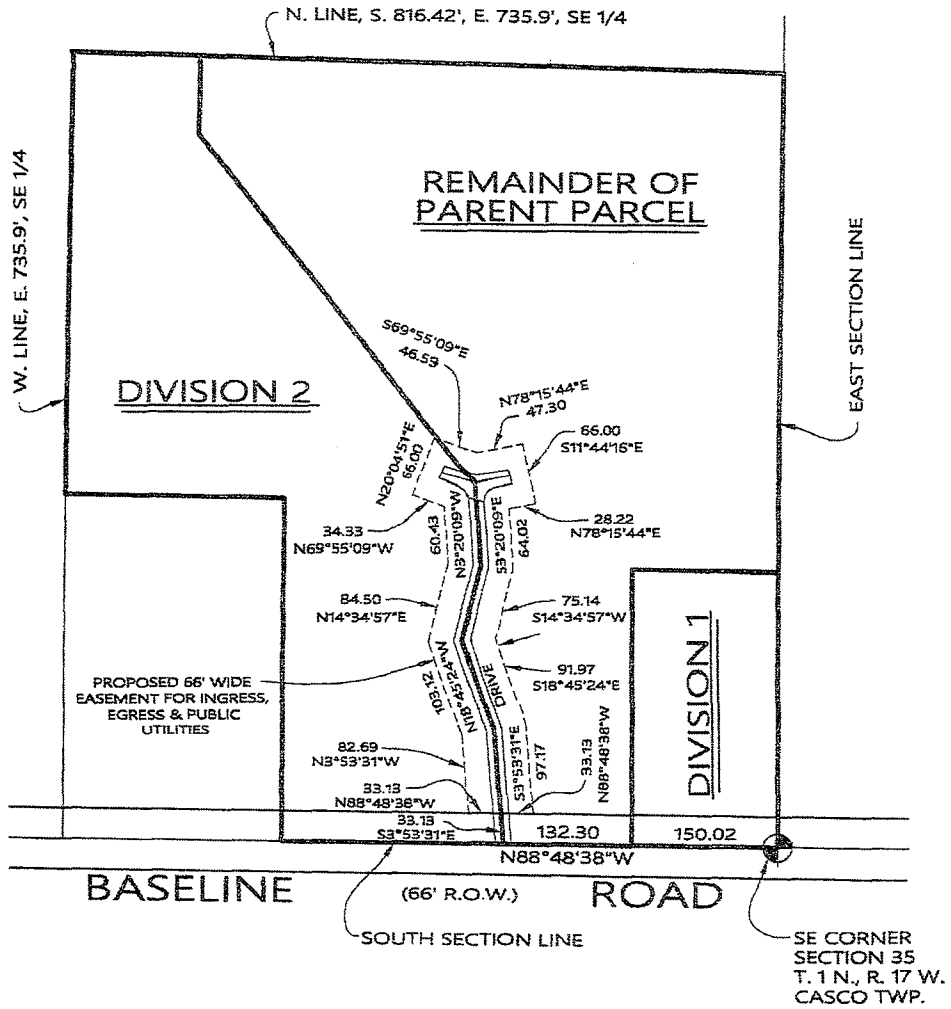
**EDWARD C. MORSE**  
PROFESSIONAL SURVEYOR

**GEORGE J. MITCHELL**  
PROFESSIONAL SURVEYOR

# EASEMENT DETAIL



SCALE: 1"=150'



**MITCHELL & MORSE LAND SURVEYING**

A DIVISION OF MITCHELL SURVEYS, INC.

234 VETERANS BLVD.  
SOUTH HAVEN, MICHIGAN 49090  
OFFICE: (269) 637-1107  
FAX: (269) 637-1907

CLIENT **BRIAN TIMMER**

DATE 1-30-23 JOB NO. 23-121 SHEET 2 OF 3

DWG. BY J. MITCHELL DWG. CK \_\_\_\_\_ DESC. BY \_\_\_\_\_ DESC. CK \_\_\_\_\_

BEING IN THE SE 1/4 SECTION 35, T. 1 N., R. 17 W.

CASCO TWP. ALLEGAN CO., MICHIGAN

SCALE 1"=150' BOOK \_\_\_\_\_ FILE \_\_\_\_\_ PAGE \_\_\_\_\_ FILE \_\_\_\_\_ REVISION \_\_\_\_\_

EDWARD C. MORSE  
PROFESSIONAL  
SURVEYOR

GEORGE J. MITCHELL  
PROFESSIONAL  
SURVEYOR

**Descriptions:** Situated in the Township of Casco, Allegan County, Michigan.

**Parent Parcel 0302-085-023-00** ~ Commencing at the Southeast corner of Section 35, Town 1 North, Range 17 West; thence running West along the Base Line 11.15 chains to a stake; thence North 12.37 chains to a stake; thence East 11.15 chains to Section line; thence along Section line to beginning, being a part of the Southeast quarter of Section 35, Town 1 North, Range 17 West.

EXCEPT the South 360.00 feet of the West 225.00 feet of the South 816.42 feet of the East 735.90 feet of the Southeast quarter of Section 35, Town 1 North, Range 17 West.

**Division 1** ~ not surveyed at this time ~ Beginning at the Southeast corner of Section 35, Town 1 North, Range 17 West; thence North 88° 48' 38" West on the South section line, 150.00 feet; thence North 00° 49' 11" East parallel with the East section line, 290.50 feet; thence South 88° 48' 38" East 150.00 feet to the East section line; thence South 00° 49' 11" West on same, 290.50 feet to the place of beginning.

Subject to any and all easements and restrictions of record, or otherwise.

Subject to the rights of the public and of any governmental unit in any part thereof taken, used, or deeded for street, road, or highway purposes.

**Division 2** ~ not surveyed at this time ~ Commencing at the Southeast corner of Section 35, Town 1 North, Range 17 West; thence North 88° 48' 38" West on the South section line, 282.30 feet to the place of beginning of this description; thence continue on the section line North 88° 48' 38" West 228.60 feet; thence North 01° 11' 22" East 360.00 feet; thence North 88° 48' 38" West 225.00 feet to the West line of the East 735.90 feet of the Southeast quarter; thence North 01° 11' 22" East on same, 456.42 feet; thence South 88° 48' 38" East 130.73 feet; thence South 01° 05' 04" West 81.23 feet; thence South 37° 58' 20" East 459.45 feet; thence South 03° 20' 09" East 87.30 feet; thence South 14° 34' 57" West 79.82 feet; thence South 18° 45' 24" East 97.54 feet; thence South 03° 53' 31" East 123.06 feet to the place of beginning.

**Remainder of Parent Parcel** ~ not surveyed at this time ~ Commencing at the Southeast corner of Section 35, Town 1 North, Range 17 West; thence North 88° 48' 38" West on the South section line, 150.00 feet to the place of beginning of this description; thence continue on the section line North 88° 48' 38" West 132.30 feet; thence North 03° 53' 31" West 123.06 feet; thence North 18° 45' 24" West 97.54 feet; thence North 14° 34' 57" East 79.82 feet; thence North 03° 20' 09" West 87.30 feet; thence North 37° 58' 20" West 459.45 feet; thence North 01° 05' 04" East 81.23 feet; thence South 88° 48' 38" East 599.90 feet to the East section line; thence South 00° 49' 11" West on same, 525.93 feet; thence North 88° 48' 38" West 150.00 feet; thence South 00° 49' 11" West 290.50 feet to the place of beginning.

Subject to any and all easements and restrictions of record, or otherwise.

Subject to the rights of the public and of any governmental unit in any part thereof taken, used, or deeded for street, road, or highway purposes.

**Proposed 66' wide Easement for Ingress, Egress and Public Utilities** ~ Commencing at the Southeast corner of Section 35, Town 1 North, Range 17 West; thence North 88° 48' 38" West on the South section line 282.30 feet; thence North 03° 53' 31" West 33.13 feet to the North line of Baseline Road and the place of beginning of this description; thence North 88° 48' 38" West on said North line, 33.13 feet; thence North 03° 53' 31" West 82.69 feet; thence North 18° 45' 24" West 103.12 feet; thence North 14° 34' 57" East 84.50 feet; thence North 03° 20' 09" West 60.43 feet; thence North 69° 55' 09" West 34.33 feet; thence North 20° 04' 51" East 66.00 feet; thence South 69° 55' 09" East 46.59 feet; thence North 78° 15' 44" East 47.30 feet; thence South 11° 44' 16" East 66.00 feet; thence South 78° 15' 44" West 28.22 feet; thence South 03° 20' 09" East 64.02 feet; thence South 14° 34' 57" West 75.14 feet; thence South 18° 45' 24" East 91.97 feet; thence South 03° 53' 31" East 97.17 feet to the North line of Baseline Road; thence North 88° 48' 38" West on same, 33.13 feet to the place of beginning.

**MITCHELL & MORSE LAND SURVEYING**

A DIVISION OF MITCHELL SURVEYS, INC.

234 VETERANS BLVD.  
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OFFICE: (269) 637-1107  
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CLIENT	<b>BRIAN TIMMER</b>						
DATE	1-30-23	JOB NO.	23-121	SHEET	3	OF	3
DWG. BY	J. MITCHELL	DWG. CK		DESC. BY		DESC. CK	
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	CASCO	TWP.		ALLEGAN		CO., MICHIGAN	
SCALE	1"=150'	BOOK	FILE	PAGE	FILE	REVISION	

EDWARD C. MORSE  
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SURVEYOR

GEORGE J. MITCHELL  
PROFESSIONAL  
SURVEYOR

**PRIVATE ROAD AND UTILITY EASEMENT  
AND  
ROAD MAINTENANCE AGREEMENT**

NOW COMES, Brian M. Timmer and Carrie J. Timmer, whose address is 80 Elm Court, South Haven, Michigan 49090, hereinafter referred to both as the "Grantors" and also as the "Grantees" and state:

**Recitals**

WHEREAS, Grantors are willing to grant an access easement to Grantees and to their successors for Grantees' parcels and for any future parcel of Grantees;

AND WHEREAS, it is the Grantors' and the Grantees' intention that such easement run with the land.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Easement. The Grantors convey and warrant to the Grantees, and also to the public for emergency vehicles, an easement in the following described property which is located within the Township of Casco, County of Allegan, and State of Michigan:

Commencing at the Southeast corner of Section 35, Town 1 North, Range 17 West; thence North 88° 48' 38" West on the South section line 282.30 feet; thence North 03° 53' 31" West 33.13 feet to the North line of Baseline Road and the place of beginning of this description; thence North 88° 48' 38" West on said North line, 33.13 feet; thence North 03° 53' 31" West 82.69 feet; thence North 18° 45' 24" West 103.12 feet; thence North 14° 34' 57" East 84.50 feet; thence North 03° 20' 09" West 60.43 feet; thence North 69° 55' 09" West 34.33 feet; thence North 20° 04' 51" East 66.00 feet; thence South 69° 55' 09" East 46.59 feet; thence North 78° 15' 44" East 47.30 feet; thence South 11° 44' 16" East 66.00 feet; thence South 78° 15' 44" West 28.22 feet; thence South 03° 20' 09" East 64.02 feet; thence South 14° 34' 57" West 75.14 feet; thence South 18° 45' 24" East 91.97 feet; thence South 03° 53' 31" East 97.17 feet to the North line of Baseline Road; thence North 88° 48' 38" West on same, 33.13 feet to the place of beginning.

It is hereby acknowledged that the benefited parcels and the burdened parcels are the same parcels since the private road and easement area will be located one-half on Parcel 1 and one-half on the Remainder Parcel(s) as such parcels are described herein.



2. Benefited Parcels. The easement granted pursuant to this agreement shall be for the benefit of the following described parcels which are located in the Township of Casco, County of Allegan, and State of Michigan:

**Parcel 1:** Commencing at the Southeast corner of Section 35, Town 1 North, Range 17 West; thence North 88° 48' 38" West on the South section line, 282.30 feet to the place of beginning of this description; thence continue on the section line North 88° 48' 38" West 228.60 feet; thence North 01° 11' 22" East 360.00 feet; thence North 88° 48' 38" West 225.00 feet to the West line of the East 735.90 feet of the Southeast quarter; thence North 01° 11' 22" East on same, 456.42 feet; thence South 88° 48' 38" East 130.73 feet; thence South 01° 05' 04" West 81.23 feet; thence South 37° 58' 20" East 459.45 feet; thence South 03° 20' 09" East 87.30 feet; thence South 14° 34' 57" West 79.82 feet; thence South 18° 45' 24" East 97.54 feet; thence South 03° 53' 31" East 123.06 feet to the place of beginning.

**Remainder Parcel(s):** Commencing at the Southeast corner of Section 35, Town 1 North, Range 17 West; thence North 88° 48' 38" West on the South section line, 150.00 feet to the place of beginning of this description; thence continue on the section line North 88° 48' 38" West 132.30 feet; thence North 03° 53' 31" West 123.06 feet; thence North 18° 45' 24" West 97.54 feet; thence North 14° 34' 57" East 79.82 feet; thence North 03° 20' 09" West 87.30 feet; thence North 37° 58' 20" West 459.45 feet; thence North 01° 05' 04" East 81.23 feet; thence South 88° 48' 38" East 599.90 feet to the East section line; thence South 00° 49' 11" West on same, 525.93 feet; thence North 88° 48' 38" West 150.00 feet; thence South 00° 49' 11" West 290.50 feet to the place of beginning.

3. Burdened Parcels. The easement granted pursuant to this agreement is a burden on the following described parcels which are located in the Township of Casco, County of Allegan, and State of Michigan:

**Parcel 1:** Commencing at the Southeast corner of Section 35, Town 1 North, Range 17 West; thence North 88° 48' 38" West on the South section line, 282.30 feet to the place of beginning of this description; thence continue on the section line North 88° 48' 38" West 228.60 feet; thence North 01° 11' 22" East 360.00 feet; thence North 88° 48' 38" West 225.00 feet to the West line of the East 735.90 feet of the Southeast quarter; thence North 01° 11' 22" East on same, 456.42 feet; thence South 88° 48' 38" East 130.73 feet; thence South 01° 05' 04" West 81.23 feet; thence South 37° 58' 20" East 459.45 feet; thence South 03° 20' 09" East 87.30 feet; thence South 14° 34' 57" West 79.82 feet; thence South 18° 45' 24" East 97.54 feet; thence South 03° 53' 31" East 123.06 feet to the place of beginning.

**Remainder Parcel(s):** Commencing at the Southeast corner of Section 35, Town 1 North, Range 17 West; thence North 88° 48' 38" West on the South section line, 150.00 feet to the place of beginning of this description; thence continue on the section line North 88° 48' 38" West 132.30 feet; thence North 03° 53' 31" West 123.06 feet; thence North 18° 45' 24" West 97.54 feet; thence North 14° 34' 57" East 79.82 feet; thence

North 03° 20' 09" West 87.30 feet; thence North 37° 58' 20" West 459.45 feet; thence North 01° 05' 04" East 81.23 feet; thence South 88° 48' 38" East 599.90 feet to the East section line; thence South 00° 49' 11" West on same, 525.93 feet; thence North 88° 48' 38" West 150.00 feet; thence South 00° 49' 11" West 290.50 feet to the place of beginning.

4. Purpose and Conditions. The purpose of this agreement is to permit the Grantees and their successors and assigns to use, maintain, construct and reconstruct, if necessary, a private roadway, ditch and public and/or private utilities in the said easement area so as to be able to access Baseline Road which road is a public roadway. Such private road and easement area shall be available for vehicle traffic, pedestrians and emergency vehicles in all weather conditions. The easement area shall not be used for parking or for driving recreational vehicles when such vehicles are solely being driven for sport or for fun.

5. Improvements and Ditch Maintenance. Before the Grantees shall make any improvements within the easement area, the Grantees shall give a ten-day written notice to the other benefited parcel owners that the Grantees will be improving or maintaining the easement area and the ditch in the easement area. No improvement of Grantees, however, is to unreasonably interfere with other benefited parcel owners' use of its or their parcels. The Grantees shall have the right to maintain the shoulder and the ditch which is located within the easement area, to remove soil from the ditch and to clear brush and trees which would affect the use of the ditch which provides drainage for the private road and/or a benefited parcel.

6. Private Road Maintenance and Costs. The benefited parcel owners shall be liable for snow plowing expenses and for the private road maintenance expense. The costs for such expenses shall be paid equally by any parcel owner which has a home with a driveway which connects to the private road in the easement area. No public funds of Casco Township shall be used to build, repair or maintain the private road in the easement area.

It is hereby further acknowledged that this private road and the easement area must be maintained in accordance with the property maintenance codes and/or private road regulations of Casco Township and the Allegan County Road Commission. The private road within the easement area shall be continuously maintained in such a way that they will not constitute a danger to the health, safety and welfare of the public.

In the event that a home is constructed by the Grantees or by their successors which will use the private road in the easement area, the Grantees shall be liable for the widening, the repair and/or replacement of the private road if it is damaged as the result of the construction vehicles of the Grantees using the said private road. In addition, the Grantees shall be liable for the cost of any utility lines which they install in the easement area for the new home.

The Grantees agree to be liable for the cost of the installation and for the maintenance of any underground utility line which they construct in the easement area. If a party, their agents, contractors or visitors damage the private road or the landscaping in the easement area, such party shall be liable for the cost of the repair or replacement of the damaged items.

7. Liability. Each benefiting parcel owner shall hold the other benefiting parcel owner(s) harmless from any liability and from any attorney fees or court costs which may be incurred as the result of any liability which arises out of the actions of themselves or of their guests, agents or invitees.

8. Nonexclusive. This easement is a nonexclusive easement inasmuch as the Grantors and their successors will also use the private road and the easement area.

Nothing herein shall permit the Grantees to install any fence within the easement area. The Grantees hereby also acknowledge that they may not block the said easement or the private road at any time. The use of bumps, fences, gates, chains, bars, pipes, wood or metal horses or any other type of obstruction that is designed to limit access or to control vehicle speed are prohibited on the private road within the easement area.

9. Consideration. This easement is given in consideration of the sum of one (\$1.00) Dollar. Exempt under MCL 207.526(a); MCL 207.505(a).

10. Termination. This easement shall only terminate upon the mutual signed consent of the parties.

11. Term. This easement is given in perpetuity, and is hereby declared to run with the land. Likewise, the conditions of the easement and grounds for termination of the easement shall be binding in perpetuity. Once the easement has been terminated, it shall not be revived.

12. Notice. Any notice required or permitted under this agreement shall be given in writing, and shall be served either personally upon a party, or shall be sent by certified mail, return receipt requested to the address of a party or of its successors.

13. Survey. For a survey of the benefited parcel, of the burdened parcel, and of the easement area, see the attached Exhibit A.

14. Assignment. A party may assign this easement to a successor and assign. Upon such assignment, a party shall not have any liability for any action which occurs after the date of the assignment.

15. Enforcement. In the event of any violation or threatened violation of any of the provisions of this agreement by a party, then, in addition to any other rights available at law, in equity, or under this agreement, a party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, or for a decree of specific performance. A court of law shall determine the rights of the interested parties with a trial by judge. The right to a trial by jury is hereby waived.

16. Attorney Fees and Costs. In the event of a dispute between the parties, each party shall be liable for its own attorney fees and court costs, provided, however, that if it is determined that a party asserted a frivolous defense or position, that such a party shall be liable for the reasonable attorney fees and court costs of the prevailing party.

17. Miscellaneous. The captions of this agreement are for convenience only, and shall not be used to construe or limit the intent of a paragraph. This agreement shall be executed in two or more counterparts,

and each counterpart shall be deemed to be an original. It is hereby the intent of the parties that this agreement be recorded with the office of the Register of Deeds so as to give public notice to any interested party regarding the terms of this agreement. This agreement is the entire agreement of the parties, and replaces any prior oral or written agreement. This agreement shall be binding upon the parties, and upon their heirs, successors and assigns. This agreement shall be interpreted in accordance with the laws for the State of Michigan. This agreement may only be amended by the signed written agreement of both parties.

IN WITNESS THEREOF, on this \_\_\_\_ day of February, 2023 by the Grantors and the Grantees.

**GRANTORS:**

\_\_\_\_\_  
Brian M. Timmer

\_\_\_\_\_  
Carrie J. Timmer

**GRANTEES:**

\_\_\_\_\_  
Brian M. Timmer

\_\_\_\_\_  
Carrie J. Timmer

## Draft for Public Hearing 3-15-23

### Proposed definition

Definitions 2.04 - Campground means a publicly or privately owned establishment intended to contain temporary or permanent buildings, tents, recreational vehicles, or other structures established or maintained as temporary living quarters, usually operated for recreation, religious, education, or vacation purposes.

### Special Use Regulations 15.03#E. *Campground*

1. The minimum parcel size shall be no less than 3 (three) acres.
2. There may be a dwelling, occupied by the owner or manager, on the parcel of the campground.
3. A minimum of 5 licensed camp sites are required and subject to State campground licensing rules and regulations.
4. Each project containing more than 25 camping sites shall provide a masonry building providing showers, flush toilets, potable water. Projects containing less than 25 camping sites shall provide privy and potable water.
5. No commercial use shall be permitted to operate on the project, except that a convenience shopping facility may be provided within a campground containing 5-59 sites the store floor area not to exceed 1,000 square feet. Project containing 60 and over sites the store floor area not to exceed 2,500 square feet. Excluding laundry and similar ancillary uses.
6. Each site may be provided with up to two parking spaces. There shall be a gravel or hard-surfaced, dust free parking area providing 1 space per the number of sites provided for overflow parking. The parking area shall no less than 50 feet to side or rear property line. If the parking area is adjacent to the direct vehicular street, there shall be a 20 feet vegetative buffer between right-of-way and parking area.
7. Each site shall contain a minimum of 1,500 square feet and no less than 20 feet of road frontage width. A minimum distance of 20 feet shall be provided between all camping sites. Each site shall be set back from any right-of-way or property line at least 75 feet.
8. Each site shall have direct access to a gravel or hard-surfaced, dust-free roadway of at least 20 feet in width, or width required by the Fire Department. Parking shall not be allowed on any roadway in the project. Sites specifically designated for, and only used for, tent camping, need not have direct vehicular access to any road.
9. Drainage and storm water management must be reviewed and approved by the Allegan County Drain Commissioner.
10. A greenbelt strip around the perimeter of the campground shall be no less than 20 feet in width. The greenbelt shall have a minimum of one evergreen tree, of at least five feet in height, for every ten feet of length of the greenbelt. The greenbelt shall be situated to

provide an effective sound and visual permanent buffer. Protected vegetation may be considered in lieu of the evergreen quota. The Planning Commission may alter plant material requirements or may require additional landscaping, berming, wall or a stockade fence in addition to the greenbelt area, in order to provide an effective screen. Greenbelt and landscaping materials shall contain groundcover and live materials. Pavement gravel or other hard surfaces are not considered landscaping. Any plant materials required as part of the greenbelt which die shall be replaced by the property owner

11. The project and use shall meet all applicable regulations of any relevant County or State agency, including but not limited to, the Allegan County Health Department, the Michigan Department of Natural Resources, and the Michigan Environment Great Lakes and Energy.

**Draft for Public Hearing 3-15-23**

Moved from 3.23 #D

Chapter 3, General Provisions 3.16 Swimming Pools

#C. The outside edge of the pool wall shall meet the side and rear yard setbacks of the zoning district in which it is located. Swimming pools shall not be located in the required front yard, except on waterfront lots, the pool may be in the required waterfront yard. The waterside setback for properties in the High Risk Erosion are subject to EGLE regulations.

A. Architectural features may project a maximum of four feet into a front or rear yard setback area, but shall not project into the side yard setback.

B. Porches, patios, decks, balconies, and similar structures which are open on three sides, unenclosed, and uncovered and project 6 inches or more above the surrounding grade:

1. May project a maximum of 10 feet into a front yard setback area.
2. May project a maximum of 15 feet into a rear yard setback area.
3. Shall not project into a side yard setback area.
4. An open deck or patio less than 6 inches in height may be 5 feet from any side or rear property line.

C. no change

D. Outdoor stairways may be permitted, to allow access over natural features such as dunes or wetlands, if all applicable State regulations are satisfied, whether or not the stairways are connected to the principal building on the lot. Stairways to lake Michigan shall not be closer than 5 feet to side property line. Stairway or walkway not to lake michigan shall not be closer than 5 feet to side or rear property line.

E. A storage area, open or enclosed, not used for human habitation, may be permitted under a stairway or deck or on a deck and shall not exceed 225 sq ft and not be closer than 5 feet to side property line.

F. Stand-alone accessory structures, not connected to a stairway, under 225 sq ft such as a shed, deck, gazebo, pergola are permitted in the required water front yard. Structures shall not be closer than 5 feet from side property line. Structures over 225 sq ft use 3.07G for side setbacks.



## DRAFT Public Hearing 3-15-23

Amend 3.28B1#5

Amend 3.39A#4

Amend3.43

Replace current text with below text

- A. Outdoor recreational wood burning is subject to the following:
  - 1. The maximum size shall be three (3) feet wide by two (2) feet high.
  - 2. The burning of trash, rubbish or garbage is prohibited.
  - 3. The burn shall not be less than twenty-five (25) feet from any structure, building or combustible materials and shall not be less than fifteen (15) feet from a property line.
  - 4. The burn shall be in full compliance with all other regulations set forth by SHAES (South Haven Area Emergency Services or any successor organization) as of November 1, 2017, or as amended.
- B. Outdoor recreational gas burning is subject to the following:
  - 1. The burning of trash, rubbish or garbage is prohibited.
  - 2. The burn device shall not be less than ten (10) feet from a property line.
  - 3. The burn shall be in full compliance with all other regulations set forth by SHAES (South Haven Area Emergency Services or any successor organization) as of November 1, 2017, or as amended.

## Chapter 7A-LR-A,

## Chapter 7B-LR-B,

## Chapter 8 LDR

Minimum lot size **	Public sanitary sewer available—10,000 square feet
	No public sanitary sewer available—20,000 square feet
Minimum lot width** ***	Public sanitary sewer available—85 feet
	No public sanitary sewer available—100 feet
Front yard setback * ** *** ****	30 feet if public sanitary sewer available; 50 feet if no public sanitary sewer available
Side yard setback **	15 feet if public sanitary sewer available; 25 feet if no public sanitary sewer available
Width to depth ratio	1:4
Rear yard setback **	40 feet
Maximum height of all buildings	35 feet
Maximum lot coverage	25 percent
Minimum dwelling unit size	1,000 square feet, with a minimum of 720 square feet on the ground floor for two or more story dwellings

\* see Section 3.10—Additional Setbacks for Structures Adjacent to Major Roads.

\*\* see 3.28B for parcels or lots in a platted subdivision

\*\*\* Per Section 3.09.B, Waterfront lots

\*\*\*\*The water front setback shall have the minimum setback required by the EGLE (Environment, Great Lakes & Energy). If the waterfront parcel is not regulated by the EGLE the water front setback shall not be less than 65 feet from edge of the bluff.

RE: EXTERNAL: [Fwd: RE: [EXT] [Fwd: Fw: Cisco Sand Mine in Casco Township - Supplemental Items for February Meeting]]

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From: Ronald A. Bultje (rbultje@dickinson-wright.com)

To: mtsallegan@frontier.com; supervisor@cascotownship.org

Cc: jsmith@dickinson-wright.com; 1andy.litts@gmail.com

Date: Wednesday, February 15, 2023 at 11:10 AM EST

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Thanks, Tasha. It's important that we require the applicant to keep the escrow funded, and that we stop the processing of the application if the applicant doesn't fund the escrow promptly. It's very difficult to get the money from the applicant after the application has been decided.

Andy Litts and I talked yesterday, and he also favors having an on-site inspection, to give the Planning Commission the best chance possible to make an effective decision regarding this application for sand mining. I think we all recognize that given the favored land use status accorded to mining operations, we are unlikely to be in a position to deny this application, unless the review of the site and of the environmental impact statement provides some surprising information. Nonetheless, the important task will then be the establishment of effective conditions to make the operation of the sand mine as compatible as possible with the surrounding property owners and residents.

I don't think we could effectively phase the site review. That would likely make the whole process more expensive, and I think we want our experts to weigh in on the entire application anyway.

Finally, Tasha raised several points in her February 8 email regarding this matter. My responses are below.

X  
↓  
The standards to be reviewed by the Planning Commission, in Section 15.03.DD.2, "shall" be considered by the Planning Commission. But that doesn't mean that all standards must be met. This is not like a variance where every factor must be met or the variance is denied. The Planning Commission must consider all of the standards, but then the Planning Commission must make its decision on the whole of the responses to the standards.

Regarding the impact of the mining activities on property values, the Planning Commission may rely on evidence produced by the applicant, by any supporters or opponents, and by any experts consulted by the Township.

Regarding the minimization of the noise per subsection 3.f, the Planning Commission shall determine measures to minimize nuisances, but berms are not mandatory. The PC may make berms mandatory.

Per subsection 3.g, the Township won't be able to regulate the trucks used in this operation to a lower sound level than the Township requires for trucks used in any other operation in the Township, or to simply drive through the Township.

The monitoring required by subsection 3.h is to be done by the Township, with such information reporting by the applicant as the Planning Commission requires.

Yes, subsection 3.i prohibits mineral materials to be brought to the site for storage or other listed purposes.

Regarding subsection 3.k and the frequency of truck traffic from the mining site, that is a hard issue. I would hope that our experts can confirm for us an estimate of the amount of sand that can be produced from the site. Then we may look to the applicant for evidence of a market for whatever amount

of sand can be mined from the site. Then that information sets the parameters for the amount of mining from the site. Then the Township needs to make sure it's comfortable with the truck route to be used, and when the trucks will be allowed to roll (e.g. hours of the day, weekend days, holidays, etc.). The result is not likely to make residents happy, but we should at least try to make these conditions as reasonably tolerable as possible.

Subsection 3.1 requires access roads to be hard surfaced to Road Commission standards for a length of 200 feet and a width of 24 feet. The applicant will have to comply with that requirement, go to the ZBA for a variance, or maybe argue that the Road Commission standards for an access road intersecting with a dirt perimeter road do not require any paving.

Regarding the one year limit for a special use as stated in subsection 4.a, my opinion is that the applicant must submit an application for the entire life of the proposed mining operation, which has been done. The Planning Commission then must decide whether or not it can approve the mining operation as proposed, including its entire life. However, per subsection 4.a, the special use will be only for one year at a time. Each year the applicant will need to reappear before the Planning Commission to confirm that it is in compliance with the zoning ordinance and the conditions placed by the Planning Commission on the sand mining operation. If that compliance is established, then the operation may continue for another year.

Regarding the amount of a guarantee for road maintenance and repair, I think the Township engineer and the Road Commission should be able to provide helpful information.

Please advise if this raises new questions or comments. In the meantime, I'll plan to see you at 6 pm tonight.

#### Ronald A. Bultje Member

200 Ottawa Ave., N.W. Phone 616-336-1007  
Suite 1000 Fax 844-670-6009  
Grand Rapids MI 49503 Email RBultje@dickinsonwright.com

[Profile](#) [V-Card](#)

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#### DICKINSON WRIGHT<sup>PLLC</sup>

ARIZONA CALIFORNIA FLORIDA ILLINOIS KENTUCKY MICHIGAN NEVADA  
OHIO TENNESSEE TEXAS WASHINGTON D.C. TORONTO

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**From:** mtsallegan@frontier.com <mtsallegan@frontier.com>  
**Sent:** Tuesday, February 14, 2023 4:10 PM  
**To:** supervisor@cascotownship.org; Ronald A. Bultje <RBultje@dickinson-wright.com>  
**Cc:** Jennifer L. Smith <JLSmith@dickinson-wright.com>  
**Subject:** Re: EXTERNAL: [Fwd: RE: [EXT] [Fwd: Fw: Cisco Sand Mine in Casco Township - Supplemental Items for February Meeting]]

currently there is 5k in escrow. So far there will be some attorney fees (you attending this meeting and misc calls and emails) and the study. The applicant knows they will be paying for the study etc...

If the Twp goes with the 2k and 5k we need to collect more for the escrow.

I also feel there should be an on-site inspection. Since this project is so large could the on-site be phased? like the phase 1, 10 acres, have them study that? and maybe study each phase after? dunno just a thought to help with the huge cost and time. I assume 10 acres will take less time than 60.

Tasha

Casco Township  
7104 71<sup>st</sup> Street  
South Haven MI 49090  
269-637-4441

*Zoning Department 111 Grand St Allegan MI 49010 1-800-626-5964*

Feb 8 2023

Ron Bultje

RE: Sand Mine, Casco Township

My thoughts –

Site plan ok – PC approved

Rcvd escrow 5k

#2 review standards

“shall consider” does not say shall meet. Which I assume means – to discuss and try to accommodate?

#a & e neighbors are concerned with the haul route, noise, increase traffic, kids safety, etc

#b how would PC know property values?

The rest are addressed in the Impact Study

#f measures to minimize noise, etc (ZO15:27)

They do have a berm on plan for the front, but no screening for sides. AG zone on each side. Says “shall”

#g 60dlb at property line; definition of “operations”? when the trucks pull out on the road, the noise will be higher than 60 at the property line; pulling out on the street. (ZO15:28)

#h “shall” be monitored; who? Is there a report? Given to who?

#i – they bring in sand and clay from other jobs to be stored and used for the property and/or taken off to other jobs. Will they have to stop?

#k PC is working on frequency amount – do you have any ideas what seems fair? Limit truck # per day? Limit sand amount per day? Applicant has an approved truck route with the County Road Commission.

- ✓ #l – applicant does not want to pave 200ft x 24ft. says shall, but is there a way around it? The main road is not paved, it is dirt.
- ✓ #4a SLU is good for 1 year, then can be re-approved another year. Their app says 10+ years. So every 3<sup>rd</sup> year they have to re-apply? Submit all the required info they did for 1<sup>st</sup> approval?

#e I created the quarterly report app already (I used Ganges Twp one for template)

The Bond for road maintenance and reclamation need to be set. The info you just received has their bid/cost for reclaim. Another party should evaluate the cost to make sure accurate – any idea who? And an idea of a cost for road maintenance bond?

*Biggest concern from neighborhood is obviously increased truck traffic, more noise, concerned with kids getting on/off bus. How does the PC help with that? And road damage, but I feel that is taken care of the Road Commission.*

If you have questions, feel free to contact me  
[mtsallegran@frontier.com](mailto:mtsallegran@frontier.com) or 1-800-626-5964

Tasha Smalley  
Zoning Administrator  
Casco Township

## Agreement for a Sand Mine Operation

This agreement is made and entered into on this date of \_\_\_\_\_ by and between Casco Township (Township) and Henry Cisco (Applicant) for the purpose of defining the authority and rights of the Township and the obligations of Henry Cisco involving the use of property for a sand mine on 68<sup>th</sup> Street (ENTER PARCEL INFO), Allegan County.

The following requirements shall be part of this agreement.

1. All Township costs incurred as part of the special use permit application processing and construction will be included in the permit fee and paid by the applicant prior to issuance of a permit to operate the sand mine.
2. A commercial driveway permit shall be obtained from the Allegan County Road Commission (ACRC) prior to issuance of the permit. Final plans and specifications for the driveway entrance will be reviewed by the ACRC prior to issuance of the driveway permit.
3. Any additional necessary local, state, or federal permits, approvals or other requirements will be obtained by the Applicant prior to the removal of any material from the site.
4. The Township shall have the right to inspect the site and stop work at any time if, at its sole discretion, the Township determines the need to do so.
5. The Township will periodically inspect the approved haul route and shall notify the Applicant promptly in the event repair or maintenance of any road on the haul route is deemed necessary, at the sole discretion of the Township. The Township shall also notify the ACRC and if they jointly determine the damage is in excess of normal maintenance, funds will be drawn from the below described security to make the necessary repairs.
6. The Applicant will maintain security payable in the form of an irrevocable letter of credit to the Township in the amount of \$250,000.00 for so long as the sand mine is in operation. The security shall be subject to approval by the Township. If the security is ever drawn upon by the Township, the Applicant shall replenish it immediately to the level of \$250,000.00.
7. Nothing in this agreement is, or shall be construed to be, a waiver by the Township of governmental immunity as provided by federal, state or local law.
8. In addition to any liability or obligation of the Applicant that may otherwise exist, the Applicant shall, to the fullest extent permitted by law, indemnify and hold harmless the Township and its officers, agents, volunteers, employees, and insurers from and against any and all claims, allegations, actions, proceedings, liabilities, judgments, losses, costs, expenses (including attorney's fees), and damages arising out of (1) the performance or attempted performance of the work described in the permit, or (2) the violation of the

terms and conditions of the permit by the Applicant, its officers, agents, or employees, or (3) work performed or attempted to be performed by the Applicant that is not authorized by this permit, or (4) the continued existence of the operation which is the subject of this permit.

9. Failure to maintain the security required by this Agreement or to comply with the conditions of approval for the permit constitutes a default by the Applicant, requiring it to immediately cease and desist operations until the failure is corrected.
10. This agreement is not assignable without the prior written consent of the Township. Such consent is solely within the Township's discretion but will not be unreasonably withheld. In the event of an approved assignment, assignee must accept and agree to all terms and conditions stated in this agreement.
11. Upon termination of the mining allowed by the permit, the site must be restored by grading to slopes of 1:3 or flatter, covered with a minimum of six inches of topsoil, and seeded with a seed mixture approved by the Township.
12. Any changes in ownership of the property or operations of the sand mine will require a new agreement with the Township.
13. The Applicant shall comply with all conditions of approval established by the Township Planning Commission in approving this operation.
14. This Agreement may be executed in any number of counterparts, and each counterpart shall be considered a valid original.

HENRY CISCO

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By:  
Its:

CASCO TOWNSHIP

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Allan Overhiser, Supervisor

4883-7628-0658 v2 [90580-64]



## Agreement for a Sand Mine Operation

This ~~contract~~ agreement is made and entered into on this date of \_\_\_\_\_ by and between Casco Township (Township) and Henry Cisco (Applicant) for the purpose of defining the authority and rights of the Township and the obligations of Henry Cisco involving the use of property for a sand mine on 68<sup>th</sup> Street (ENTER PARCEL INFO), Allegan County.

The following requirements shall be part of this agreement.

1. All Township costs incurred as part of the special use permit application processing and construction will be included in the permit fee and paid by the applicant prior to issuance of a permit to operate the sand mine.
2. A commercial driveway permit shall be obtained from the Allegan County Road Commission (ACRC) prior to issuance of the permit. Final plans and specifications for the driveway entrance will be reviewed by the ACRC prior to issuance of the driveway permit.
3. Any ~~other~~ additional necessary Local, State, or Federal permits, approvals or other requirements will be obtained by the Applicant prior to the removal of any material from the site.
4. The Township shall have the right to inspect the site and stop work at any time if, at ~~their~~ its sole discretion, they Township determines the need to do so.
5. The Township will periodically inspect the approved haul route and shall notify the Applicant promptly in the event repair or maintenance of any road on the haul route is deemed necessary, at the sole discretion of the Township. The Township shall also notify the ACRC and if they jointly determine the damage is in excess of normal maintenance, funds will be drawn from the below described security to make the necessary repairs.
6. The Applicant will maintain security payable in the form of ~~a maintenance bond or an~~ irrevocable letter of credit to the Township in the amount of \$250,000.00 for so long as the sand mine is in operation. The security ~~may be in any form chosen by the Applicant, shall be~~ subject to written approval by the Township. If the security is ever drawn upon by the Township, the Applicant shall replenish it immediately to the level of \$250,000.00.
7. Nothing in this Agreement is, or shall be construed to be, a waiver by the Township of governmental immunity as provided by Federal, State or Local law.
8. In addition to any liability or obligation of the Applicant that may otherwise exist, the Applicant shall, to the fullest extent permitted by law, indemnify and hold harmless the

Township and its officers, agents, volunteers, employees, and insurers from and against any and all claims, allegations, actions, proceedings, liabilities, judgments, losses, costs, expenses (including attorney's fees), and damages arising out of (1) the negligent performance or attempted performance of the work described in the permit, or (2) the violation of the terms and conditions of the permit by the Applicant, its officers, agents, or employees, or (3) work performed or attempted to be performed by the Applicant that is not authorized by this permit, or (4) the continued existence of the operation or facility which is the subject of this permit.

~~9. Maybe require some kind of insurance policy???~~

9. 10. Failure to maintain the security or insurance policies required by this Agreement or to comply with the conditions of approval for the permit constitutes a default by the Applicant, requiring the permit to immediately cease and desist operations until the failure is corrected.

10. 11. This Agreement is not assignable without the prior written consent of the Township. Such consent is solely within the Township's discretion but will not be unreasonably withheld. In the event of an approved assignment, assignee must accept and agree to all terms and conditions stated in this Agreement.

11. 12. This Agreement may be terminated at any time by the Township or Applicant. Upon termination of this Agreement or any Permit issued related to this Agreement the mining allowed by the permit, the site must be restored by grading to slopes of 1:3 or flatter, covered with a minimum of 6" six inches of topsoil, and seeded with a seed mixture approved by the Township.

12. 13. Any changes in ownership of the property or operations of the sand mine will require a new agreement with the Township.

13. The Applicant shall comply with all conditions of approval established by the Township Planning Commission in approving this operation.

14. This Agreement may be executed in any number of counterparts, and each counterpart shall be considered a valid original.

HENRY CISCO

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

CASCO TOWNSHIP

\_\_\_\_\_  
, Chairperson

**DRAFT LIST OF POSSIBLE CONDITIONS**

- a. Unless other requirements are specified in the Zoning Ordinance or in the conditions attached to the Project, all representations made by the Applicant in its documents submitted to the Township in support of the Project must be met in their entirety.
- b. All applicable requirements of the Zoning Ordinance must be met in their entirety.
- c. All applicable approvals must be obtained from all governmental units and agencies having jurisdiction concerning the Project. All conditions placed on any such approvals must be complied with in their entirety.
- d. All activity on the Property which results from the approval of the Project shall be accomplished between the hours of \_\_\_\_\_ a.m. and \_\_\_\_\_ p.m., Monday through Friday, and between the hours of \_\_\_\_\_ a.m. and \_\_\_\_\_ p.m., Saturday.
- e. The Project shall not result in the creation of a pond or a lake. All excavation shall be terminated not less than \_\_\_\_\_ feet above the water table.
- f. The Applicant shall file with the Township a performance bond which names the Township as the sole obligee, with the performance bond to be in such amount as is determined necessary by the Township to secure compliance with all of the conditions placed by the Township upon the completion of the Project (or at least in the amount determined necessary to secure compliance with all of the conditions for as much of the Project as has been initiated and not yet completed).
- g. The Project shall comply with the terms of a road agreement with the Township, as approved by the Township Board.
- h. Any trucks from the Project which are loaded and operated on public roads shall be tarped.
- i. Unless otherwise required by these conditions or the Zoning Ordinance, the Applicant shall comply with all verbal representations made to the Planning Commission, to the extent those representations are set forth in the Planning Commission minutes of \_\_\_\_\_ (in case of conflict, the most recent shall control).
- j. The Applicant will use fuel trucks for its off-road vehicles to implement the Project. There will be no onsite fuel tanks on the Property.
- k. The Applicant shall water haul routes on the Property as necessary to prevent excessive dust. The Applicant shall water as necessary, according to the Township, to prevent excessive dust.
- l. The Project shall be pursued for one year at a time, as provided by the Zoning Ordinance. The Planning Commission shall consider a one-year extension annually, provided the

Applicant makes a timely application and establishes that it is in compliance with these conditions.

- m. The Applicant and MDOT will cooperate with the Township and allow photographs to be taken of the excavation and other work areas before, during, and after the Project is implemented.
- n. The soil on the Property will be stabilized as necessary throughout the duration of the Project. Plantings and topsoil will be added if necessary to achieve and maintain stabilization.
- o. To ensure potential future uses of the Property are maintained, all road runoff must be segregated from the excavated area.
- p. Upon completion of the Project, as-built surveys are required from the Applicant to ensure compliance with the approved plans prior to bond release.
- q. Any stockpiles shall be temporarily seeded as necessary during the implementation of the Project to prevent wind erosion.
- r. Existing trees in the setback zone on the Property will remain throughout the implementation of the Project.
- s. If the effectiveness of any required seeding is delayed, mulch will be used to stabilize the Property and prevent wind erosion until the seeding takes effect. The mulch used shall be safe for the water table.
- t. A setback of \_\_\_\_\_ feet shall be maintained for any excavation on the Property from all wetlands on the Property, all boundaries of the Property, and all public rights-of-way.
- u. The noise of the Project, excluding trucks leaving the Property, shall not exceed \_\_\_\_\_ dba at the Property boundaries.
- v. The 80 acres of the Property shall be mined in increments of five acres at a time. A second five acre area may not be opened until the prior five acre area has been completed and restored to a condition acceptable to the Township.
- w. A maximum of 1,350,000 cubic yards may be mined from the Property.
- x. The Property shall be fenced through the duration of the Project and posted with no trespass signs.
- y. The maximum slope of the Property after completion of the Project, and for each five acre area of mining upon completion, shall not exceed \_\_\_\_\_.