

**CASCO TOWNSHIP PLANNING COMMISSION
ALLEGAN COUNTY, MICHIGAN**

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Planning Commission of Casco Township will conduct a public hearing and regular meeting concerning the following matter on Wednesday, October 20, 2021 at 6:00 p.m. at the Casco Township Hall, 7104 107th Ave, South Haven, MI 49090.

PLEASE TAKE NOTICE that the item to be considered at said public hearing include the following:

Leeward Pool Association of South Haven MI has petitioned for a conditional rezone at 7203 Lakeview Ave, 0302-542-053-00, to construct a swimming pool and ancillary building. Property currently zoned LDR, conditional rezone to C-2.

Any other business that may come before the Planning Commission

PLEASE TAKE FURTHER NOTICE that the application can be reviewed at the Township Hall during regular business hours of regular business days at 7104 107th Ave, South Haven, website www.cascotownship.info and will also be available at the time and place of the hearing.

PLEASE TAKE FURTHER NOTICE that written comments will be received from any interested person concerning the foregoing by the Township Clerk at the address set forth below, during regular business hours of regular business days or by mail to the Township Clerk at the address set forth below, up to the date of the hearing and will also be received by the Planning Commission at the hearing.

Casco Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the hearing upon seven (7) days' notice to the Casco Township Clerk.

Cheryl Brenner
Casco Township Clerk
7104 107th Ave, South Haven MI 49090
269-637-4441

Tasha Smalley
Zoning Administrator
1-800-626-5964

Memorandum: Casco Township Planning Commission
Date: October 1, 2021
From: Tasha Smalley, Zoning Administrator
RE: STAFF REPORT – Conditional Rezoning

Meeting date: October 20, 2021 6:00PM

Owner: Leeward Pool Association
Mailing Address: 7221 Lakeview Dr, South Haven MI 49090

Subject Property: 7203 Lakeview Dr
Parcel #: 0302-542-053-00

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

3.28 Nonconforming lots, uses, or structures

B3b Min lot width 60 feet

Min lot depth 100 feet
Max lot coverage 25%
Front setback – 25 feet
Side setback – 10 feet
Rear setback – 20 feet

C-2 General Commercial District

12.03 District Regulations

Minimum lot area – 30,000 sq ft
Minimum lot width – 150 feet
Front setback – 30 feet / pavement 20 feet
Side setback – 10 feet
Rear setback – 25 feet
Maximum building height 35 feet

Permitted Use - Health and physical fitness center

Analysis

Property 0302-542-053-00 is a legal non-conforming lot of record
Lot area: $101 \times 105 = 10,605$ sq ft

Proposed:

Conditional Rezone from LDR to C-2 to construct an association pool and ancillary building

Blue Star Front – 50ft
Lakeview Dr front – 25ft
West side – 10ft
North side -10ft
25% - 2,651.25 sqft

21.09 Conditional Rezoning (ord attached)

In short: the applicant enters into a contract with the Twp to rezone the property to another zoning for only 1 use. (example Res to Commercial for 1 commercial use)

The applicant has petitioned for a change from LDR to C-2. If approved, the property can only be used for the 1 use approved for (association pool).

CASCO TOWNSHIP

4512 Meldrum Rd.

Casco Township, MI 48064

586-727-7524 phone

586-727-3034 fax

Date Received:

9-15-21

Fee Amount / Date Paid:

\$1200.00

Date Planner Notified:

CR #31563

Date of Pre-Application Conference:

Rezone / Contract

Request

APPLICANT'S NAME:

Leeward Pool Association

ADDRESS:

7221 Lakeview

CITY / STATE / ZIP:

South Haven, MI 49090

PHONE:

(269-441-4515)

EMAIL:

kkossena@keh.b.com

ADDRESS / LOCATION OF SITE WHICH IS SUBJECT OF REQUESTED PRE-APPLICATION CONFERENCE:

7203 Lakeview Ave., South Haven, MI

Parcel ID# 03-02-542-053-00

EXISTING ZONING OF SITE: LDR

EXISTING LAND USE OF SITE:

membership pool proposed, but vacant land

ZONING OF PROPERTY TO WEST: LDR

EAST: C-7

NORTH: LR-B

SOUTH: LDR

DETAILED EXPLANATION OF PROPOSED ACTIVITY:

Request to rezone to C-2

See attachment

ESTIMATED START DATE OF PROPOSED ACTIVITY:

Spring / Summer 2022

SITE SKETCH ATTACHED?

☒ Yes

☐ No

(Not required but very helpful if submitted)

Kay E. Korn, Attorney

Signature of Applicant

9-15-2021

Date

Kreis Enderle Hudgins & Borsos, P.C.

269-441-4515

on behalf of Leeward Pool Association

ATTACHMENT TO REZONE REQUEST:

Request to Re-Zone to C-2 General Commercial District.

The property will be used in the category of permitted uses as a health and physical fitness center, operating as a membership pool association.

Due to the unique nature of the pool association at this property and location, the Applicant offers a conditional rezoning agreement in the form proposed as a Contract Zoning Agreement, attached to this application.

The Leeward Pool Association will operate a pool, and pool-house/outbuilding on the property as a membership only pool association with rules and regulations for its use. It is a seasonal facility.

There will be no entrance from Blue Star Hwy, and limited pavement for parking of bikes and golf carts.

Pool will be constructed according to State of Michigan guidelines.

Further attachments:

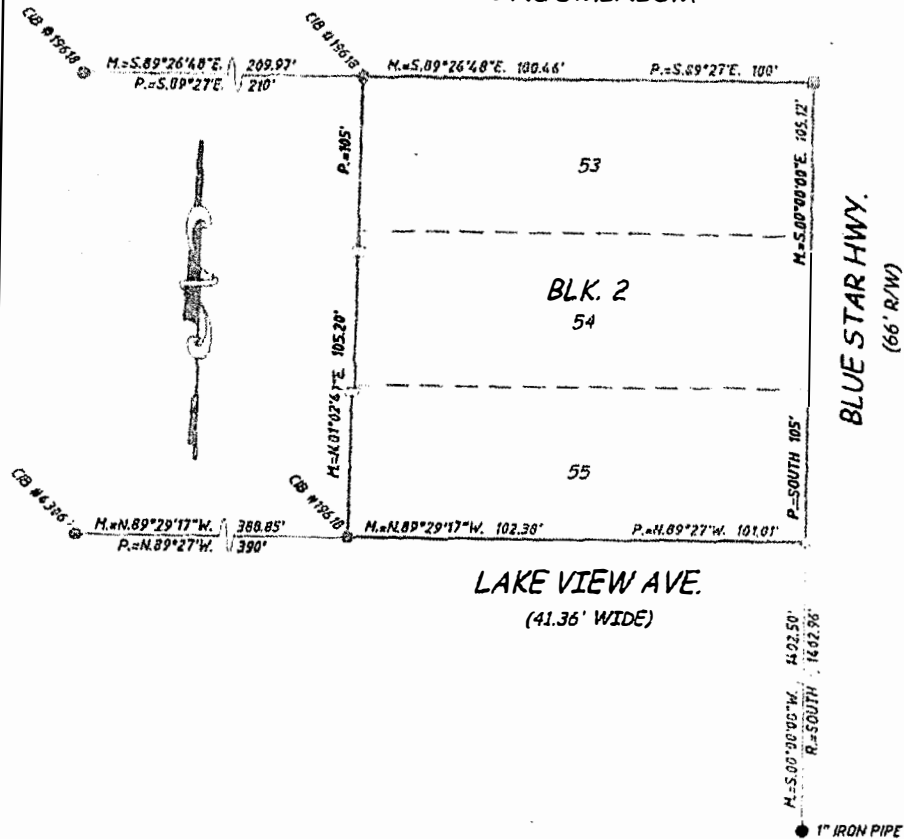
1. DRAFT – Contract Zoning Agreement
2. Survey
3. Draft – Site Plan
4. Articles of Incorporation – Leeward Pool Association
5. Copy of Warranty Deed

DESCRIPTION:

CERTIFICATE OF SURVEY

LOTS 53, 54, AND 55, BLOCK 2, MIAMI PARK SUBDIVISION, SECTION 13, TOWN 1 NORTH, RANGE 17 WEST, CASCO TOWNSHIP, ALLEGAN COUNTY, MICHIGAN. ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 4, PAGE 53, ALLEGAN COUNTY RECORDS

BOARDWALK AT CASCO BLUFFS
CONDOMINIUM



LEGEND

- - FOUND SURVEY MARKER
- ⊠ - FOUND CONCRETE MONUMENT
- - SET 1/2\"

[Signature]
ALD LEE HARNER, PS #4001022436

I HEREBY CERTIFY THAT I HAVE, OR UNDER MY DIRECTION, SURVEYED AND MAPPED THE LAND ABOVE SHOWN AND DESCRIBED ON 12/10/20 AND THAT THE ERROR OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SAID SURVEY IS NOT GREATER THAN 1:5000 AND THAT ALL OF THE REQUIREMENTS OF P.A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

CERTIFIED TO:

MJMA LLC.

DRAWN BY: NWS

DATE: 12/10/20 REVISED:

SCALE: 1" = 30'

SECTION 13 T. 1 N. R. 17 W.

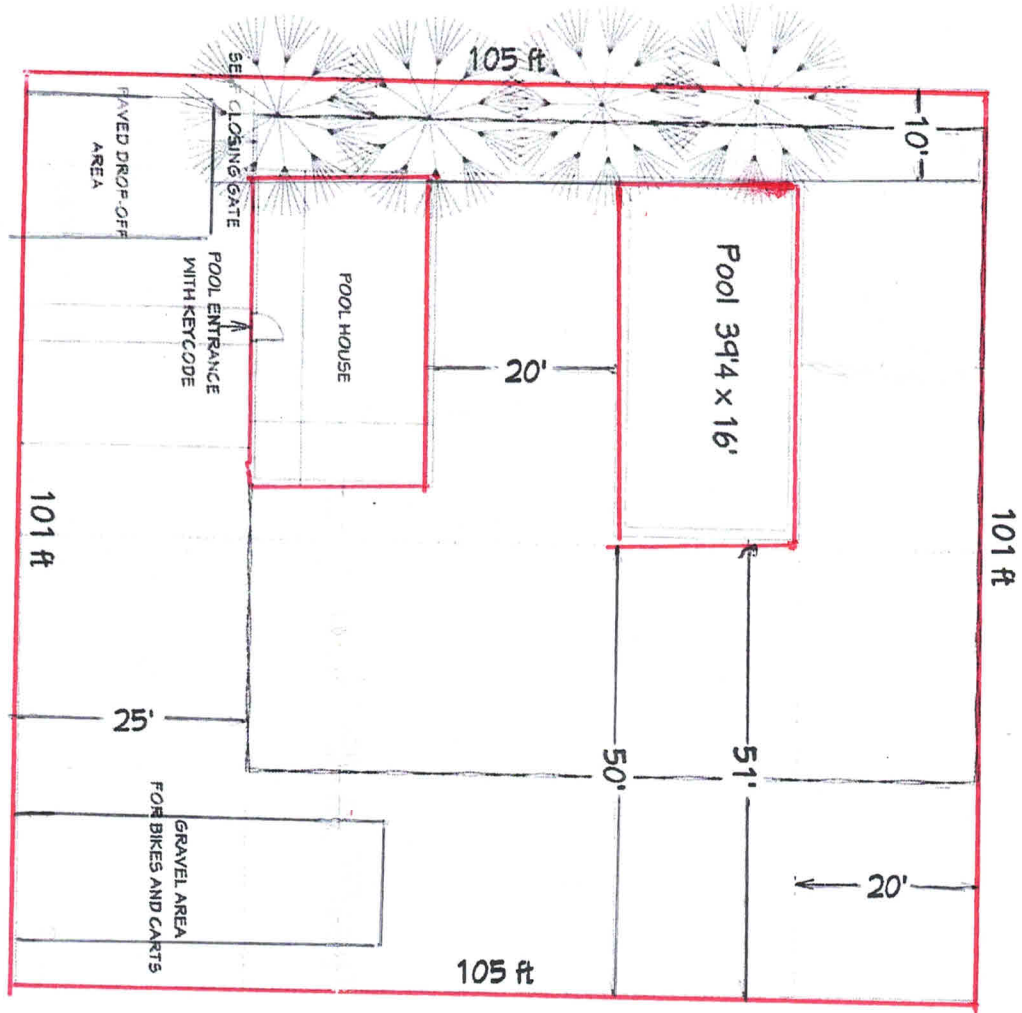
[Logo]
MIDWEST
INC.

13560 76TH STREET
SOUTH HAVEN, MI. 49090
(P) 269-637-9205
(F) 269-637-9206
INFO@MERRITTMIDWEST.COM

SHEET 1 OF 1
PROJECT NO: 20-244

File Name: MIAMI PARK CORS.dwg

Lakeview Dr



Blue Star Hwy



Setback Lines
Fence
48" MINIMUM W/
SELF-CLOSING GATE

DATE: 6/22/21
SCALE: 1/16" = 1'
SHEET:

REVISION	DATE	DESCRIPTION

0308-542-053-00 ok

PENDING RECEIPT OF DENIAL
OF HOMESTEAD TAX EXEMPTION

THE CURRENT YEAR TAX WAS
NOT AVAILABLE FOR EXAMINATION

STATE OF
MICHIGAN

Allegan County
06/22/2021
2021015691



REAL ESTATE ★
TRANSFER TAX ★
\$48.40 CO ★
\$330.00 ST ★
TTX# 40725 ★



Allegan County MI Register of Deeds
Bob Genetski, Register of Deeds
Document # 2021015691
OPR LIBER 4635 PAGE 544
Recorded: 06/22/2021 10:32 AM

Warranty Deed - Statutory Form
C.L. 1948, 565.151 M.S.A. 26571

KNOW ALL MEN BY THESE PRESENTS: That MJMA Development LLC, a Michigan Limited Liability Company, whose address is 7256 Lakeview Ave., South Haven, MI 49090, convey(s) and warrant(s) to Leeward Pool Association, a Michigan Nonprofit Corporation, whose address is 7221 Lakeview Dr., South Haven, MI 49090 the following described premises:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Commonly known as: ' 7203 Lakeview Ave., South Haven, MI 49090

for the full consideration of Forty-Three Thousand Eight Hundred Sixty-Five And No/100 Dollars (\$43,865.00).

Subject to easements, reservations, restrictions and limitations of record, if any, and further subject to:

NONE

Tax Certification # 307485
Obtained from Allegan County
Treasurer Prior to Recording

RECEIVED

JUN 21 11 05

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 12/17/21

Signed and Sealed:

MJMA Development LLC, a Michigan Limited Liability Company

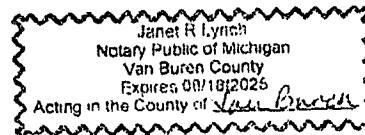
BY: *Michel A. Werkema*
Michel A. Werkema
Member

State of Michigan
County of Van Buren

I, Janet R. Lynch, a Notary Public of the County and the State first written above, do hereby certify that Michel A. Werkema, Member of MJMA Development LLC, a Michigan Limited Liability Company, on behalf of the limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 17th day of June, 2021.

Janet R. Lynch
Name: Janet R. Lynch
Notary Public - State of Michigan
Van Buren County
My Commission Expires: August 18, 2025
Acting in the County of Van Buren



(Seal)

Assisted By:
Chicago Title of Michigan,
Inc.
330 Blue Star Hwy, Ste 3
South Haven, MI 49090

Drafted by:
MJMA Development LLC
7256 Lakeview Ave.
South Haven, MI 49090

Mail After Recording To:
Karen Massey
Leeward Pool Association
7221 Lakeview Dr.
South Haven, MI 49090

**Send Subsequent
Tax Bills To:**
Leeward Pool Association,
7221 Lakeview Dr.
South Haven, MI 49090

Recording Fee: \$35.00

Real Estate Transfer Tax: \$378.40

Tax parcel no.: 03-02-542-053-00

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 03-02-542-053-00

Land Situated In the State of Michigan, County of Allegan, Township of Casco.

Lots 53, 54 and 55 in Block 2 in Miami Park, according to the plat thereof recorded in Liber 4 of plats, Page 52, Allegan County Records.

LARA Corporation
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

ARTICLES OF INCORPORATION
For use by DOMESTIC NONPROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

LEEWARD POOL ASSOCIATION

ARTICLE II

The purpose or purposes for which the corporation is formed are:

The purpose of the Corporation shall be to:

(a) To purchase, own, improve, maintain, operate and sell land for the construction and operation of a pool and pool house to be used by and for the benefit of the Members of the Corporation;

(b) To provide Members of the Corporation with access to the Pool and Pool House;

(c) To develop policies, procedures rules and regulations for the operation of the Pool and Pool House;

(d) To obtain insurance with such coverages and in such amounts as the Board of Directors shall determine are in the best interests of the Corporation, its Members, officers and directors.

ARTICLE III

The Corporation is formed upon ☒ basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is

If formed on a nonstock basis, the description and value of its real property assets are (if none, insert "none"):

None

The description and value of its personal property assets are (if none, insert "none"):

None

The corporation is to be financed under the following general plan:

Sale of Memberships, Annual Dues and Special Assessments.

The Corporation is formed on a ☒ basis.

ARTICLE IV

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

1. Agent Name: HUGH MCBRIDE

2. Street Address: 7221 LAKEVIEW DRIVE

Apt/Suite/Other:

City: SOUTH HAVEN

State: MI

Zip Code: 49090

CONTRACT ZONING AGREEMENT

This Contract Zoning Agreement ("Agreement") is between **Casco Township**, a Michigan general law township, at 7104 107th Avenue, South Haven, Michigan 49090 (the "Township") and the **Leeward Pool Association**, a Michigan non-profit corporation (the "Owner").

This Agreement is based upon the following facts.

A. The Township has adopted the Casco Township Zoning Ordinance (the "Zoning Ordinance"), which includes the Casco Township Zoning Map (the "Zoning Map").

B. The Owner owns the property commonly known as 7203 Lakeview Drive in the Township, Parcel Number 03-02-542-053-00, the legal description of which is attached as Exhibit A.

C. The Parcel is included in the Low Density Residential District (LDR) of the Zoning Map.

D. The Parcel is approximately 105' X 101', or approximately 10,605 square feet in area. It is a non-conforming lot of record pursuant to Section 3.28 B. of the Zoning Ordinance.

E. The Owner has asked that the Parcel be rezoned to the C-2, General Commercial District of the Zoning Map.

F. Under Public Act 110 of the Public Acts of 2006, a landowner may voluntarily offer in writing, and a township may approve, certain conditions which attach to a rezoning of property in that township.

G. The Owner has submitted a voluntary offer, September 15, 2021, to engage in contract zoning under Act 110.

THEREFORE, the parties agree as follows.

Section 1. Rezoning of the Property. The Township has adopted a Zoning Map Amendment Ordinance (the "Amendment Ordinance"), rezoning the Parcel from the LDR Zoning District to the C-2 Zoning District, contingent on this Agreement taking effect. This Agreement is contingent upon the Amendment Ordinance taking effect and remaining valid.

Draft Date
09/14/2021

Section 2. Conditions of Rezoning. Rezoning the Parcel to the C-2 Zoning District shall be conditioned upon the Owner, and any subsequent owners of the Parcel, only being permitted to use the Parcel for uses in the C-2 Zoning District, specifically, under the category of health and physical fitness as a permitted use. The property will be used for a seasonal, limited membership pool association, for the health and fitness of its members.

Section 3. Township Findings. The Township finds that as long as the conditions in Section 2 are satisfied, rezoning the Parcel to the C-2 Zoning District is appropriate. Specifically, the Township finds that the Parcel as it will be used will be complimentary to surrounding property; the Parcel is suitable to being used as proposed by the Owner; rezoning the Parcel should not negatively affect surrounding property values; the Parcel as it will be used would be consistent with a health and physical fitness facility as a membership pool association; and the Parcel as it will be used will be consistent with the purposes of the Casco Township Master Plan.

Section 4. Compliance. The usage of the Parcel pursuant to this Agreement shall be subject to compliance with all Federal, State, County, and Township laws and ordinances.

Section 5. Binding Nature of This Agreement. The Owner acknowledges that this Agreement will run with the Parcel and will be binding upon successor owners of the Parcel.

Section 6. Recording of This Agreement. The Township and the Owner acknowledge that this Agreement shall be recorded by the Township with the Allegan County Register of Deeds.

Section 7. Violation of This Agreement by the Owner. If the Owner violates any provision of this Agreement, that violation shall constitute a violation of the Zoning Ordinance and shall be subject to legal enforcement action and judicial abatement action as provided by law.

Section 8. Acknowledgment by the Owner. The Owner acknowledges that no permit or approval shall be granted under the Zoning Ordinance for any use or development that is contrary to this Agreement.

Section 9. Reversion of Zoning. In the event there is any use of the Parcel in violation of Section 2, the Township shall send written notice of the violation to the Owner. In such case, the Owner shall have 30 days from receipt of the notice to cure the violation. If the Owner does not cure the violation within this 30 day period (i.e., cease the violating use), the Township may reconsider rezoning the Parcel back to the LDR Zoning District. The reconsideration of rezoning shall be initiated by the Township Board, which shall request that the Planning Commission hold a public hearing on the rezoning of the Parcel and make a recommendation to the Township Board. The procedure for considering and accomplishing this rezoning shall be the same as applies to all other rezoning requests.

Section 10. Subsequent Rezoning of the Parcel. If all or any portion of the Parcel is subsequently rezoned to a different zoning classification or to the C-2 Zoning District but subject to the terms of a different agreement or no agreement at all, the terms of this Agreement shall cease to be in effect for that portion of the Parcel. Upon the request of the owners of the Parcel at the time, the Township shall record with the Allegan County Register of Deeds a notice that this Agreement is no longer in effect.

Section 11. Amendment of this Agreement. This Agreement may be amended in the same manner that the Parcel is rezoned to the C-2 Zoning District pursuant to the terms of this Agreement.

Section 12. Township's Right to Rezone. Nothing in this Agreement shall prohibit the Township from rezoning all or any portion of the Parcel to another zoning classification. Any such rezoning shall be conducted in compliance with the Zoning Ordinance and applicable law.

Section 13. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, members, assigns, and successors. All notices and other documents to be served or transmitted shall be in writing and addressed to the respective parties at the addresses stated on Page 1 of this Agreement or such other address or addresses as shall be specified by the parties from time to time, and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach or violation of the same or any other provision of this Agreement. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability shall not impair the remainder of this Agreement, which shall remain in full force and effect. This Agreement represents the entire understanding and agreement between parties, and all prior understandings and agreements are specifically merged in this Agreement. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way amplifying or modifying its terms and provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

EXHIBIT A

Property located in Casco Township, Allegan County, Michigan, legally described as:

Lots 53, 54, and 55 in Block 2 in Miami Park, according to the plat thereof recorded in Liber 4 of plats, Page 52, Allegan County records.

Common address: 7203 Lakeview Ave., South Haven, MI

- d. The proposed text amendment would promote compliance with changes in other County, State or Federal regulations.
- e. In the event the amendment will add a use to a zoning district, that use shall be fully consistent with the character of the range of uses provided for within the zoning district.
- f. The amendment shall not create incompatible land uses within a zoning district, or between adjacent zoning districts.
- g. The proposed text amendment is supported by the findings of reports, studies, or other documentation on functional requirements, contemporary building practices, environmental requirements and similar technical items.
- h. As applicable, the proposed change shall be consistent with the Township's ability to provide adequate public facilities and services.
- i. The proposed change shall be consistent with the Township's desire to protect the public health, safety, and welfare of the community.

Sec. 21.08. Rights and remedies.

The rights and remedies provided herein are cumulative, and in addition to other remedies provided by law.

Sec. 21.09. Conditional rezoning.

A. The Township Board recognizes that there are certain instances where it would be in the best interest of the Township, as well as advantageous to property owners seeking a change in zoning boundaries, if certain conditions and limitations could be proposed by an applicant as part of an application for a rezoning. Therefore, it is the intent of this Section to provide a process by which an applicant seeking a change in zoning boundaries may propose a Zoning Agreement, with conditions and commitments attached thereto, as part of the application for the requested rezoning. These provisions shall be in accordance with the provisions of the Zoning Act.

B. In addition to the requirements of Section 21.07 above, an applicant requesting a change in zoning district boundaries may propose a Zoning Agreement, as defined in this Section. The required application and process shall be the same for rezoning requests except as modified by the requirements of this Section.

C. The following definitions shall apply to this Section:

Rezoning offer means conditions proposed by the applicant and approved by the Township Board processed as part of an approval under this Section. These conditions shall constitute requirements for and in connection with the development or use of the property approved with a Zoning Agreement.

Zoning agreement means a written agreement offered by the applicant and approved and executed by the applicant and the Township Board and recorded with the Allegan County Register of Deeds, incorporating the rezoning offer along with any requirements necessary to implement the rezoning offer. When necessary, the zoning agreement shall also include and incorporate, by

reference, a site plan that illustrates the implementation of the rezoning offer. This plan shall not replace the requirement for a site plan as outlined in Chapter 17 or other approvals that may be required by this Ordinance.

D. Eligibility.

1. An applicant for rezoning may submit a proposed rezoning offer and a proposed zoning agreement with an application for rezoning.

E. Zoning agreement.

1. The zoning agreement shall set forth the rezoning offer and shall include those terms necessary to implement the agreement. In addition, the zoning agreement shall include the following acknowledgments and understandings that:
 - a. The zoning agreement and the rezoning offer were proposed voluntarily by the applicant, and that the Township relied upon the agreement and may not grant the rezoning without the rezoning offer and terms spelled out in the zoning agreement.
 - b. The zoning agreement and its terms and conditions are authorized by all applicable State and Federal law and constitution, and that the zoning agreement is valid and was entered into on a voluntary basis, and represents a permissible exercise of authority by the Township.
 - c. The property shall not be developed or used in manner that is not consistent with the zoning agreement.
 - d. The approval and the zoning agreement shall be binding upon the property owner and the Township, and their respective heirs, successors, assigns, receivers or transferees.
2. If a rezoning with a zoning agreement becomes void in accordance with the Zoning Act, the property shall automatically revert to the original zoning as it was prior to the approval of the zoning agreement, or, if necessary, the property shall be rezoned to its original zoning through the normal rezoning process.
3. Each of the requirements and conditions in the zoning agreement represents a necessary and reasonable measure which, when considered with all other conditions and requirements, is roughly proportional to the increased impact or other condition created by the uses, activities or conditions represented in the approved rezoning, taking into consideration the changed zoning district classification and the specific use(s), activities, or conditions authorized
4. Any uses proposed as part of a zoning agreement that would otherwise require approval of a special use permit or site plan shall still require that approval, notwithstanding the zoning agreement approval, prior to establishment of or commencement of the development or the use.

F. Procedure for application, review and approval.

1. An application for rezoning shall be the same as outlined in Section 21.07. In addition to the required materials listed, a zoning agreement in a recordable format acceptable to the Township attorney shall be submitted, along with any plans necessary to illustrate the rezoning offer.
2. The application may be amended by the applicant during the process of consideration, provided that any amended or additional rezoning offers are entered voluntarily by the applicant.
3. The zoning agreement shall be reviewed by the Township attorney prior to the required Planning Commission public hearing. The Township attorney shall confirm that the zoning agreement conforms to the requirements of this Section and the Zoning Act, and shall confirm that the zoning agreement is in a form acceptable for recording with the Allegan County Register of Deeds.

G. Approval.

1. If the rezoning and zoning agreement are approved by the Township Board, the zoning classification of the rezoned property shall consist of the district to which the property has been rezoned, plus a reference to the zoning Agreement. The Zoning Map shall specify the new district, plus a small letter "a" to indicate that the property is subject to a zoning agreement (e.g., "LR-a"). The Township Clerk shall maintain a listing of all properties subject to zoning agreements and shall provide copies of the zoning agreements upon request.
2. Upon rezoning, the use of the property in question shall conform to all of the requirements regulating use and development within the new zoning district; however, the more restrictive requirements of the zoning agreement shall apply, and the rezoning offer shall supersede all inconsistent regulations otherwise applicable under the Zoning Ordinance.
3. The approved zoning agreement shall be recorded with the Allegan County Register of Deeds by the applicant with proof of recording provided to the Township.

H. Continuation.

1. Provided that all development or use of the property in question is in compliance with the zoning agreement, a use or development authorized under the zoning agreement may continue indefinitely, provided that all terms of the rezoning offer and the zoning agreement continue to be adhered to.
2. Failure to comply with the zoning agreement at any time after approval may constitute a breach of the zoning agreement, and further use of the property may be subject to legal remedies available to the Township.
3. If development of the property or the conditions of the zoning agreement are not satisfied within two years of the effective date of the final approval by the Township Board, except as provided for in Subsection I below, then the land shall automatically revert to its former zoning classification (or if necessary, the property shall be rezoned to its original zoning through the normal rezoning process).

I. Amendment.

1. During the initial two-year period, or during any extension granted by the Township Board as permitted above, the Township Board shall not add to or alter the rezoning offer in the zoning agreement.
2. The zoning agreement may be amended after the expiration of the initial two-year period and any extensions, in the same manner as was prescribed for the original rezoning and zoning agreement.