



APPLICATION/PERMIT TO USE STATE LAND

This information is required under authority of Part 5 of Act 451 of 1994, as amended, MCL 324.501- 511 and the Rules for the Regulation of State Lands, R299.921 - R299.932

DNR USE ONLY
Management Unit YSP
Permit Number 12-13

APPLICANT: Please read all attachments before completing application. Submit completed application to local DNR office where permit is being sought. Application must be submitted at least sixty (60) days prior to proposed use.

- For Application/Permit to Use State Land for an Event, use DNR PR1138.
Initial application fee of fifty dollars (\$50.00) must be submitted with application.

Name of Applicant/Organization: St. Mary's Cement
Name of Contact Person: Cortney Schmidt
Address: 16000 Bells Bay Rd.
City, State, ZIP: Charlevoix, Mi. 49720
Telephone: (231) 237-1342
FAX: (231) 547-6202
Federal ID Number:
e-mail address: ckschmidt@vcsmc.com

Proposed location on state land (name of trail or Department facility or legal property description, and attach map, subject to correction by Department): Two bore holes to be located at Fisherman's Island State Park, T34N-R08W Sec. 32

Length of Use: [ ] 1-2 Days [ ] 3-7 Days [x] 8-31 Days [ ] Seasonal/Periodic [ ] Annual [ ] Other:

Date(s) of Proposed Use: Oct. 1st 2013 -- Nov. 14th 2013
No. of Participants/Users: 5
No. of Recreational Units (Camping): N/A

Will the use of state land require or include:
use of parking lot/campground/access site? [x] No [ ] Yes
structures or equipment be placed on state land? [ ] No [x] Yes (Drill rig will be placed on site)
sound amplification equipment be used? [x] No [ ] Yes
food, beverages or other items be sold? [x] No [ ] Yes
alcohol be served or consumed? [x] No [ ] Yes
use of utilities (water, electric, sewer) ? [x] No [ ] Yes

Type of Use: [ ] Geocache [ ] Guiding [ ] Oil & Gas Development-Related Use [ ] Road Construction
[ ] Seismic Survey [ ] Watercraft [x] Other (specify) Geological investigation

Description of Proposed Type of Use (Attach additional information as needed to fully describe proposed use activity.)
Drill two borings in or around State Park to determine the hydrogeology and geology of the area.
See attached map for locations, and document for proposed use.

APPLICANT: Read all pages and attachments before certification and signature.

APPLICANT CERTIFICATION

I certify that the information submitted herein, including all attachments, is accurate and complete and that I have read and understand and agree to abide by the requirements contained on all attachments, including liability insurance and performance bonding requirements.

Cortney Schmidt (Applicant/Authorized Representative - Print or Type)
Cortney Schmidt (Signature)
9/26/13 (Date)

FOR DNR USE ONLY

Management Unit: YSP, County: Char
Performance Bond Type: [ ] Surety [ ] Cash \$
Application Fee: \$50.00
Use Fee: \$350.00
Other Charges: \$300.00
Insurance Aggregate Amount: \$
Date Permit Issued: 10-1-13
Date Permit Expires: 11-14-13

Thomas J. Copenhagen (Department Representative)
(231) 582-9151 (Telephone)
CopenhagenT@michigan.gov (E-mail Address)
02280 Boyne City Rd. (Address)
Boyne City, Mi 49712

[x] ADDITIONAL REQUIREMENTS: As contained in the attached Exhibit(s).



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF NATURAL RESOURCES  
LANSING



KEITH CREAGH  
DIRECTOR

09-25-2013

Use Permit Y12-13

Additional Requirements:

1. The original copy of the Use Permit must be signed and returned with the \$350.00 fee to Young State Park before the work can begin.
2. This permit is to allow for phase two of the proposal only, which is the Core Drilling Geology Survey. No more than two holes in the agreed upon areas shall be drilled and no other testing will be permitted at this time.
3. The work can only be done within the allotted time as described by the permit. If additional time is needed, Young State Park must be contacted for an extension.
4. A copy of the test results must be provided within 60 days of the completion of the testing to the Young State Park Supervisor.
5. While performing the survey, if there are any signs of archaeological significance found, or anything that may be questionable, work must stop immediately and Young State Park must be contacted. An archaeological survey may be required before the work can be continued.
6. The area described for the survey has documented cultural resources contained within in it. Care must be taken to insure minimal impact on these areas. Cleanup must be performed, and the area returned as close as possible to its original state.
7. The survey work being performed shall not interfere with any of the visitors or staff of Fisherman's Island State Park.
8. Any additional intrusive activities must be approved by the Park Supervisor.

If you have any questions please contact Tom Copenhaver at Young State Park. 231-582-7523

## CONDITIONS AND REQUIREMENTS

1. Permit shall be available for inspection when Permittee is operating on State-owned land.
2. Permission for use shall expire on the date indicated, unless sooner terminated.
3. Payment in the amount specified shall be made prior to use of land, or in installments as indicated.
4. Permittee shall maintain the area under Permit in a clean and orderly condition.
5. Requests for Permit renewals should be made to the Department thirty (30) days prior to the expiration date of this Permit. Such requests will be considered only when all stipulations in the original Permit have been complied with.
6. The rights accruing under this Permit shall not be assigned or transferred without the written permission of the Department Representative.
7. Permittee shall not commit, cause, or allow to be committed, any waste of, or injury to, said premises or any part thereof, nor use the same except for the purpose indicated.
8. Temporary improvements may only be made if further authorized under the conditions of this Permit, or by separate written permission of the Department Representative.
9. Improvements made by the Permittee on said premises and not removed within 30 days after cancellation or expiration of this Permit, and when such removal shall be requested by the Department, AT THE DEPARTMENT'S OPTION, shall become attached and remain a part of the premises.
10. The Department reserves the right to:
  - a. dispose of any portion of the premises herein described during the term of this Permit. If possible, proper notice of sale or disposition will be given Permittee. However, failure to notify Permittee will not affect this right.
  - b. lease said premises for exploration and production of any or all minerals, including coal, gas, oil, sand, gravel, etc.
  - c. grant rights-of-way and easements of any kind and nature over and across said premises, and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.
11. Permittee and occupants are responsible for the payment of all utility bills including water, electricity, gas, etc.
12. Permittee agrees to comply with all requirements herein, and, if for any reason Permittee violates or neglects to fulfill such requirements, this permission for use shall terminate and Permittee shall forfeit all rights and payments made hereunder. Should Permittee remain in possession of said premises after cancellation or expiration of this Permit, said Permittee shall be considered as tenant or tenants holding over without permission and may be evicted from said premises.
13. Permittee shall comply with all applicable (including but not limited to all environmental) laws, regulations and codes and will obtain any necessary Permits in connection with its use of the Premises.
14. Permittee shall reimburse the Department for any repairs to the Premises resulting from damage.
15. Permittee shall report, in writing, to the Department Representative, all incidents related to the use of this Permit that result in personal injury, death, or property damage. Incidents resulting in personal injury, death, or property damage (estimated to exceed \$300.00) must be reported to the Department Representative immediately by telephone or in person, followed by a written report.
16. The Department shall have the right at all reasonable times during the term of this Permit to enter the premises for the purposes of making any inspections, repairs, additions or alterations as may be deemed appropriate by the Department for the preservation of the Premises.
17. Permittee shall comply with the Elliot-Larsen Civil Rights Act, 1976 PA as amended, CML 37. 2101 et seq.; MSA 3.548 (101) et seq.; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended MCL 37.1101; MSA 3.500 (101) et seq., and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Permittee agrees to include in every subcontract entered into for the performance of this Permit, this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Permit.
18. Permittee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980, PA 278, as amended, MCL 423.321 et seq., MSA 17.458 (21) et seq.
19. There shall not be any disturbance to survey corners and associated witness trees.

## CONDITIONS AND REQUIREMENTS (CONT'D)

20. **INSURANCE:** Applicant shall furnish to the Department, **prior to issuance of written permission**, a policy of liability insurance which provides as follows:
  - a. Names of Insured, the Applicant, its officers, employees, and agents;
  - b. Coverage against all known and unknown hazards arising from the acts and omissions of the Applicant, its officers, employees, and agents;
  - c. Coverage for Applicant's contractually assumed obligation to indemnify and hold harmless the State of Michigan, its departments, officers, employees and agents;
  - d. A term of coverage for not less than the term of use;
  - e. Liability insurance coverage with respect to personal injury, death, and property damage to the limits described in the Guidelines for Liability Insurance Requirements for User Groups;
  - f. That the policy will not be cancelled, or its provisions modified or deleted, unless and until the insurer first sends thirty (30) days' written notice to the Department representative shown on permit.
21. **PERFORMANCE BOND:** A cash or surety bond shall be provided by Applicant, as a guarantee of faithful performance of the conditions of the Permit, prior to issuance of the Permit. As soon as security for the performance of the terms and conditions of the Permit or the settlement of claims incident thereto is no longer necessary, deposits in lieu of surety or cash bond will be returned to the Applicant/Permittee.
22. **CAMPING OUTSIDE A DESIGNATED CAMPGROUND:** If camping involves five or more sites (thirty-two or more individuals or five or more recreational units), a Temporary Campground Permit must be obtained from the local county health department. Copies of the Permit must be provided to the Department before use.
23. **CUTTING OR REMOVAL OF TREES/VEGETATION:** Cutting or removal of trees/vegetation within the Permit area shall occur only if specifically authorized, in writing, by the Department Representative. The fee to cut or clear the authorized location shall be paid prior to cutting and clearing activities by the Permittee at the Department of Natural Resources' standard fee schedule rates.
24. Permittee shall take all reasonable precautions to prevent and suppress forest fires.
25. **BRUSH, STUMPS, OR DEBRIS:** All brush, stumps, or debris resulting from operations under this Permit shall be disposed of as directed by the Department Representative.
26. **BRIDGES, CULVERTS, CORDUROY:** No bridges, culverts, corduroy, or other road improvements made by Permittee on said premises shall be removed unless authorized in writing by the Department Representative.
27. **DAMAGES:** The Permittee shall be held liable for any damages caused by operations under this Permit which may arise to forest growth, fences, crops, buildings or other improvements on State-owned property. This shall be as determined by the Department Representative.
28. **ADDITIONAL REQUIREMENTS:** Permittee shall review any additional site specific or use specific requirements (Exhibits) provided by the Department and ascertain agreement by Permittee's authorized representative's signature and date on each Exhibit. This Permit shall not be effective until such agreement is made.
29. **LIABILITY:** Permittee hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, officers, employees and agents, from any and all liability to Permittee, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands therefore thereto, on account of injury to person or property, or resulting in death of Permittee, its officers, employees or agents, in reference to the activities authorized by this Permit.
30. **INDEMNIFICATION:** Permittee hereby covenants and agrees to indemnify and save harmless, the State of Michigan, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this Permit; (2) the activities authorized by this Permit; and (3) the use or occupancy of the premises which are the subject of this Permit by the Permittee, its employees, contractors, or its authorized representatives.
31. **PENALTY NOTICE:** Non-compliance with terms of the written permission, if granted, will be basis for forfeiture of some or all of the performance bond, termination of the written permission, and denial of future use applications. Permissions issued under this policy do not exempt the Applicant/User from complying with existing statutes.



Infrastructure · Water · Environment · Buildings

Mr. Cortney K. Schmidt  
Environmental Manager  
St. Marys Cement Inc.  
16000 Bells Bay Road  
P.O. Box 367  
Charlevoix, MI 49720

Subject:  
Detailed Explanation of Proposed Drilling Procedures  
Fisherman's Island State Park  
Charlevoix, Michigan

Dear Mr. Schmidt:

Based on the results of the geophysical survey performed by ARCADIS between December 2012 and June 2013, ARCADIS has recommended the drilling of two rock core borings on the Fisherman's Island State Park property, the locations of which are shown on Figure 1. Location BH13-01 is located in the forest east of the campground and about 2000 feet south of the park entry road near the hiking trail. The second, BH13-02, is located near the trailhead on the park entrance road. Drilling activities are expected to take up to approximately 5 days per borehole for a total of about 2 weeks. The following details the key points of our proposed activities.

#### Pre-Drilling Activities

Prior to initiating any drilling, utility location and clearance procedures will be initiated per Michigan State Law. At each boring location, three lines of evidence will be employed including: (1) one-call notifying public utilities to mark utility lines in the vicinity; (2) private utility locator to preform mark out and ground penetrating radar (GPR) to identify sub-surface utilities; and (3) mandatory hand auguring to five feet below the ground surface.

#### Drilling Procedures

Drilling will be completed utilizing a diesel powered, CME-550 ATV-mounted compact drill rig. Overburden material will be drilled using hollow stem augers (HSA)

#### Imagine the result

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ARCADIS US, Inc.  
132 East Washington, Ste 600  
Indianapolis  
Indiana, 46204  
Tel 317.231.6500  
Fax 317.231.6514  
[www.arcadis-us.com](http://www.arcadis-us.com)

ENVIRONMENT

Our Ref: :  
B0025530.0000.00001

Date:  
July 31, 2013

Contact:  
Gregory Byer

Phone:  
317.236.2853



and samples will be continuously collected by means of a split spoon sampler. The augers have an inside diameter of 2.25-inches and outside diameter of 5-inches. Split spoons will be used to sample soil from inside the augers. Split spoons are constructed of 2-inch stainless steel and are 24-inches in length. The soil will be collected in glass jars. Augers will be advanced until bedrock is encountered. Once bedrock has been encountered, the augers will be removed from the ground and a 4-inch temporary steel casing will be set 2-feet into competent bedrock.

Bedrock will be cored utilizing HQ, 2.5-inch diameter, diamond-tipped drilling equipment. The core barrel will be advanced in 10-foot intervals. Cores will be extracted and placed into core boxes. Use of biodegradable grease will be applied at drill casing joints. Potable water will be required to act as a drilling fluid during coring. Water usage will range from 3,000 to 5,000 gallons per day. In the event water does not keep the borehole stabilized, a biodegradable drilling mud will be utilized. Return water from coring activities will be dispersed onto the ground surface. Silt fencing will be assembled around the discharged water to capture fine sediments and drill cuttings. Upon completion of drilling, accumulated sediment and silt fencing will be collected and removed from property.

The hiking trail will be used as an access for mobilizing drilling equipment to the borehole located in the forest. To access the proposed boring in the forest, the drill rig and necessary drilling supplies equipment will be unloaded at the hiking trailhead along the road. ATV's will be utilized to haul materials and supplies to the boring location. Minimal disturbance will be created during mobilization along the trail; however, it may be necessary to remove fallen debris along trail in order to access boring location.

Potable water used as drilling fluid will be pumped from the water truck staged along the road to the drill rig, approximately 2,000-feet. Centrifugal pumps will be used to pump the water through 2-inch rubber hosing to the drill rig. One or two centrifugal pumps may be required to transfer the water from the water truck to the drill rig. The gasoline powered centrifugal pumps will be placed in a containment to minimize possible impacts during fueling activities.



### **Hydraulic Testing**

Hydraulic packer testing will be performed in the boreholes at the completion of each 10-foot core run. Testing will be carried out using the assistance of the drill rig to run the equipment in and out of the hole. Packers will be inflated using nitrogen gas. Nitrogen gas cylinders will be secured using clam shells.

### **Spill Prevention Procedures**

The drill rig and coring equipment will be steam cleaned prior to mobilization to the site. Plastic sheeting will be placed beneath the drill rig to protect the ground surface in the event of hydraulic line leaks or breakage. Oil absorbent materials and plastic will be taken to the drill sites as a preventative reactionary measure.

### **Site Security and Safety**

At all times, access to the drill sites will be limited by the use of barricades, fencing, etc. and the work site will be maintained in a clean workable condition. Trail access between Bells Bay Road and the boring location will be closed to public use as a safety precaution. Sound level will not exceed 60 decibels. A traffic control plan will be put in place to reduce hazards to vehicles and pedestrians along Bells Bay Road. The traffic control plan will consist of the use of barricades, traffic cones and warning signals. All unnecessary vehicles and supplies will be staged on St. Mary's property. At the completion of each day's activities, all drill cuttings will be consolidated and secured and all drilling fluid will be containerized and sealed.

### **Hole Abandonment Activities**

Upon completion of boring activities, boreholes will be properly abandoned with a bentonite-grout mixture. A temporary tremmie pipe will be installed to the depth of the bottom of the casing. Grout will be pumped through the pipe until undiluted grout return is noted at depth of approximately one foot below the ground surface. The casing will then be withdrawn one section at a time. Additional grout will then be pumped through the tremmie pipe, if necessary, to maintain undiluted grout at the ground surface. Upon completion of each boring wastes will be moved off state park property for disposal at St. Mary's Cement and an effort will be made at the boring site to restore it to its original condition, to the extent practical.

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Detailed Explanation of Proposed  
Drilling Procedures  
Fisherman's Island State Park  
Charlevoix, Michigan  
July 31, 2013

If you have any questions, please do not hesitate to call me at 317.236.2853.

Sincerely,

ARCADIS US, Inc.

A handwritten signature in black ink that reads "Greg Byer". The signature is fluid and cursive.

Gregory B. Byer, PE, LPG  
Principal Hydrogeophysicist

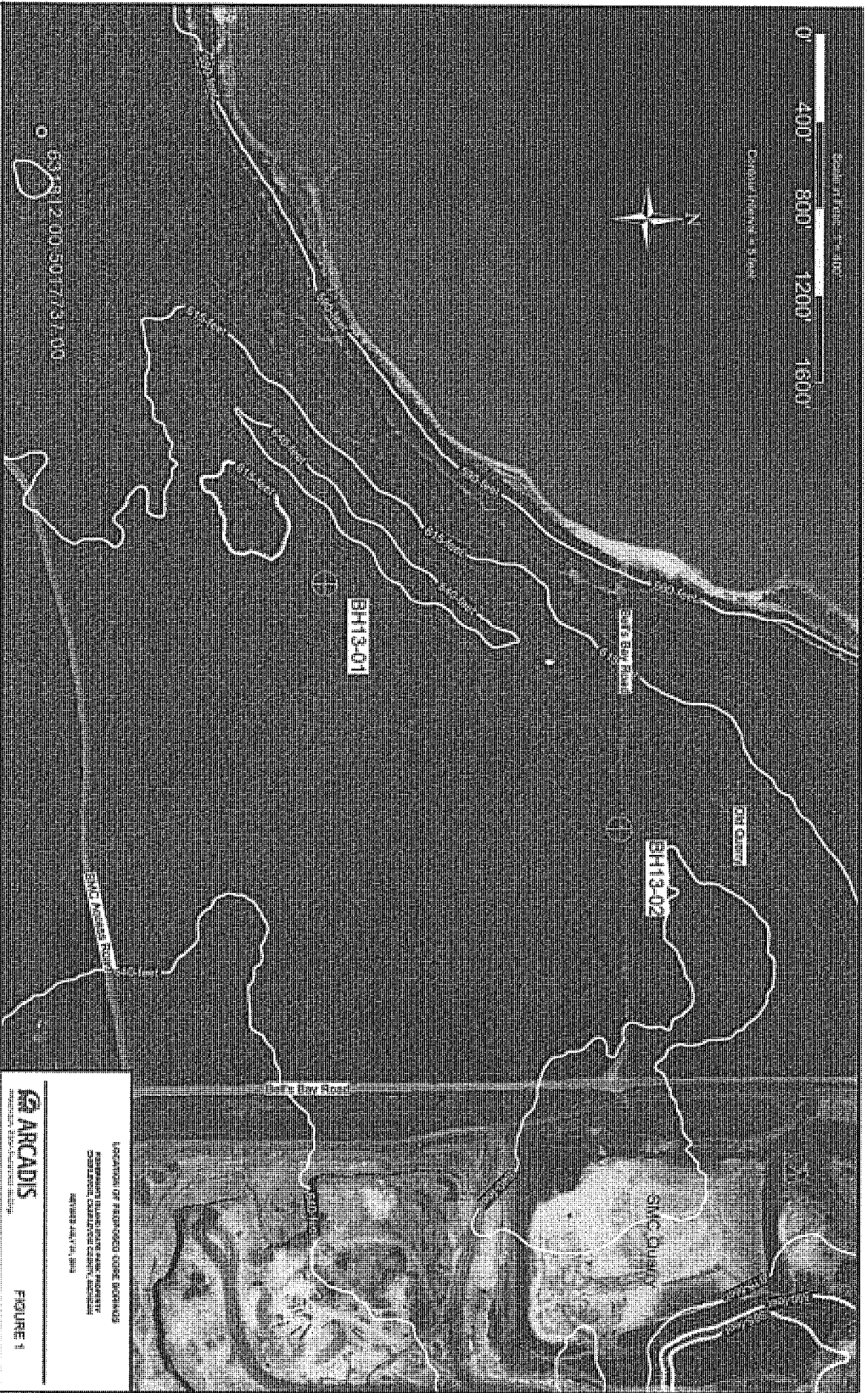
Copies:

Mr. Dirk Cox, Operations Manager  
Mr. Walter Scheich, Quarry Manager  
Michigan Department of Natural Resources

Attachment

*Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.*





**ARCADIS**  
Engineering & Construction Services

LOCATION OF PROPOSED CORAL REEF  
MONITORING STATIONS ALONG SAGE DAY ROAD  
ON THE EAST SIDE OF SAGE DAY ROAD, ALASKA  
APRIL 2013

**FIGURE 1**

MICHIGAN DEPARTMENT OF NATURAL  
RESOURCES

YOUNG STATE PARK

Receipt Id.: 7550984      Date: 09/26/2013 15:38  
Operator Id: 49964      Merchant Id: \*\*\*\*\*  
Customer: ST. MARY'S CEMENT

Item	Description	Qty	Price	Total
4884904	USE PERMIT FEE-	1	\$350.00	\$350.00
			Sub Total:	\$350.00
			Discount:	\$0.00
			Tax:	\$0.00
<b>Total:</b>				<b>\$350.00</b>

PAYMENT INFORMATION

Payment Details:

Method	Paid	Details
MC	\$350.00	*****3426 AUTH: 153814 CORTNEY. SCHMIDT

Total Paid: \$350.00  
Change Due: \$0.00

CORTNEY. SCHMIDT [MC \*\*\*\*\*3426]

THANK YOU FOR VISITING MICHIGAN STATE PARKS  
[www.midnrreservations.com](http://www.midnrreservations.com)  
1-800-44-PARKS (447-2757)