

AGENDA
CASCADE CHARTER TOWNSHIP PLANNING COMMISSION
MONDAY, September 21, 2026
6:00PM
2870 JACKSMITH AVE SE

Public may access the meeting via video conference software Zoom

Webinar ID: 893 0165 3349

<https://us02web.zoom.us/j/89301653349>

- ARTICLE 1. Call the meeting to order. Record the attendance.**
- ARTICLE 2. Pledge of Allegiance to the Flag**
- ARTICLE 3. Approve the current Agenda**
- ARTICLE 4. Disclose any Conflict of Interest**
- ARTICLE 5. Approve the Minutes of the August 17, 2026 Meeting.**
- ARTICLE 6. Acknowledge visitors and those wishing to speak.**
(Comments are limited to five minutes per speaker)
- ARTICLE 7. Case #26-3924 – Postponed from August 17th, 2026 Meeting.**
Applicant: Watermark Condominium Association, C/O Acacia Group PM
Property Address: PUD-15 – Forest Hills Golf Course/Watermark Condominiums
Parcel Number: Many
Requested Action: A PUD Text amendment to PUD-15 – Forest Hills Golf Course/Watermark Condominiums, Ord #10 of 1997 to amend text related to the use of speed bumps.
- ARTICLE 8. Case #26-3926 – Public Hearing**
Applicant: Trent & Shannon Almassian, Jonathan & Mary Borisch, Thomas & Jessica Borisch, Kara Ann Borsch
Property Address: 5200, 5234, 5260, 5292, 5320, 5354 Dayenu Drive SE.
Parcel Number: 41-19-27-301-029, 41-19-34-101-008, 41-19-34-101-009, 41-19-33-200-059, 41-19-33-200-060, 41-19-33-200-061.
Requested Action: Approval of a Special Use Permit for a Shared Dock.
- ARTICLE 9. Acknowledge visitors and those wishing to speak.**
(Comments are limited to five minutes per speaker)
- ARTICLE 10. Other Business**
- ARTICLE 11. Adjourn**

CASCADE CHARTER TOWNSHIP

PLANNING COMMISSION

**MONDAY, September 21, 2026
6:00 PM**

ARTICLE 5.

Approve the Minutes of the August 17, 2026 Meeting

MINUTES
CASCADE CHARTER TOWNSHIP PLANNING COMMISSION
MONDAY, August 17, 2026
6:00 pm
2870 JACKSMITH AVE SE

ARTICLE 1. Chairman Rowland called the meeting to order.

Members Present: Chairman Rowland, Vice Chair Kraemer, Treasurer Korstange, Commissioner Cribbs, Commissioner Madiol, Commissioner Kaiser, Commissioner Lauer.

Members Absent: None.

Others Present: Planning Director Dan Swallow, Planner Kevin Garcia (McKenna), Planning Administrative Assistant Nick Govan and others listed on the sign-in sheet.

ARTICLE 2. Pledge of Allegiance to the Flag

ARTICLE 3. Approve the current Agenda

Motion was made by Treasurer Korstange to approve the current agenda.

Supported by Vice Chair Kraemer.

Motion carried unanimously.

ARTICLE 4. Disclose any Conflict of Interest

There were no conflicts of interest disclosed.

ARTICLE 5. Approve the Minutes of the May 18, 2026, Meeting.

Motion was made by Treasurer Korstange to approve the Minutes of the May 18, 2026 meeting.

Supported by Vice Chair Kraemer.

Motion carried unanimously.

ARTICLE 6. Acknowledge visitors and those wishing to speak.

There was no one wishing to speak.

ARTICLE 7. Case #26-3924 – Public Hearing

Applicant: Watermark Condominium Association, C/O Acacia Group PM

Property Address: Forest Hills Golf Course/Watermark Condominiums PUD-15; a full list of addresses is detailed in Attachment 1 of the Staff Report.

Parcel Number: A full list of individual parcel numbers is detailed in Attachment 1 of the Staff Report.

Requested Action: A PUD Text amendment to the Forest Hills Golf Course/Watermark Condominiums PUD-15, Ord #10 of 1997, to amend text related to the use of speed bumps.

Planner Kevin Garcia, of the Township's consulting firm McKenna, presented the staff report. He explained the 1990 traffic impact study addendum formed the basis for the prohibition, but noted subsequent research generally shows speed bumps to be effective at reducing speeds. He found the site circulation

standard could be met, and stated the emergency-access standard could be satisfied by requiring Fire Marshal review of the size, dimensions, and required signage for any speed bumps prior to installation, noting Watermark appears to be the only PUD in the Township with this type of prohibition. He reported one letter of support and three of concern, and identified a second consideration for the Commission: whether a compelling reason exists to continue prohibiting speed bumps in this PUD when they are allowed elsewhere in the Township. He clarified the amendment itself would not install speed bumps, and recommended approval subject to the Fire Marshal review condition.

Chairman Rowland asked whether anything in the PUD prohibited stop signs on private streets; staff confirmed it did not.

Commissioner Lauer asked which users the site circulation standard was intended to protect; staff noted the ordinance covers vehicular and pedestrian traffic, and confirmed bicycles, skateboards, and scooters would be considered vehicular for this purpose.

Vice Chair Kraemer asked whether the Watermark Condominium Association represented the entire PUD, including the golf course and all private roads; staff was not certain. Vice Chair Kraemer noted the packet included only the 1990 addendum rather than the full traffic impact study referenced in the application; staff confirmed the full underlying study had not been provided. Commissioner Cribbs indicated he had additional questions regarding maintenance of removable speed bumps, but noted those were better suited to deliberation.

Chairman Rowland invited the applicant to present.

Michael Berger (4040 Watermark Road), representing the Watermark Condominium Association, addressed the Commission. He stated no other PUD in the Township contains a similar prohibition, cited ongoing speeding and a prior rollover accident despite gates installed around 2005, and stated the board's motivation was safety, noting a trial of digital speed-display signs had not been effective.

In response to questions, Berger deferred to a fellow resident for speed study data, and stated resident feedback had been mixed. He explained Watermark includes three associations, Condominium, Estate Homes, and Club Homes, under a joint board that had voted to authorize installation of speed bumps; the PUD prohibition was discovered only after the association voted, prompting the amendment application, with the Condominium Association holding roughly 56 to 57 percent of the joint board vote. Vice Chair Kraemer noted the certificate of secretary did not reflect that joint-board process, raising concern about the applicant's authority to seek an amendment affecting the full PUD. Berger stated he was not aware that resident approval would be required, describing the board as elected to make such decisions.

Korey Kiefer (2202 Watermark Drive) presented radar speed data collected over several days in May and June 2026, reporting an average speed of 28.5 mph and a maximum of 52 mph.

Motion was made by Chairman Rowland to open public comment.
Supported by Vice Chair Kraemer.
Motion carried unanimously.

John Slagter (1763 Watermark Drive) opposed the amendment, citing statutory speed limit and traffic engineering standards and raising an emergency-response concern.

Cynthia Afendoulis (5361 Prairie Home Drive) supported the amendment, noting the joint board structure and stating the amendment would only remove the prohibition, leaving installation decisions to further association discussion.

Lori Baas (1825 Watermark Drive) opposed the amendment, citing the road's existing traffic-calming features and requesting specifics on size, placement, cost, and maintenance.

John Kendall (2201 Watermark Drive) supported the amendment, noting the gates already require vehicles to stop and asking that the community be allowed to decide.

Sharon Stadler (1901 Watermark Drive) questioned the propriety of removing PUD-specific language and asked about compliance with the Township's new zoning ordinance; staff responded that new zoning does not affect existing PUDs, and Chairman Rowland noted the application predated the new ordinance and staff would follow up on its applicability.

Heidi Herbruck (5380 Tee 17 Court) opposed the amendment, citing inadequate notice of the planned installation.

Leo Ditchcreek (1712 Watermark Drive) supported the amendment, citing prior Fire Chief approval of specific speed bump specifications obtained before the prohibition was discovered.

Gerard Hickey (2019 Craftsman Court) raised a procedural objection, stating the prohibition is part of the recorded master deed and should require a membership vote rather than a board-level decision.

Alex Deyonker (1820 Watermark Drive) supported the amendment, citing the association board's fiduciary duty to act in the community's interest.

John Clark (940 Monroe Avenue SE, Grand Rapids), property manager with Acacia Group PM, described successful removable speed bump installations at other associations he manages and addressed the joint board's authority to submit the application.

Ed Young (5390 Brassie Court) opposed on procedural grounds, citing inadequate notice and the absence of a formal traffic study.

Heidi Herbruck returned to note relevant provisions of the Michigan Vehicle Code and Zoning Enabling Act, and confirmed the PUD amendment would not alter the associations' master deed bylaws.

**Motion was made by Chairman Rowland to close public hearing.
Supported by Vice Chair Kraemer.
Motion carried unanimously.**

Chairman Rowland opened deliberation, acknowledging the speeding concern personally but stating reservations about approving the amendment without confidence that the broader membership of all three associations had a meaningful opportunity for input, drawing a comparison to the Township's recent zoning ordinance update; he stated he did not support the application as presented but was open to postponing it for further resident outreach.

Vice Chair Kraemer stated he was inclined to oppose the application, citing unconfirmed authority to bind the full PUD and a certificate of secretary that did not reflect the joint-board process described in public comment; he stated the burden should fall on the applicant to show a compelling reason to remove a longstanding provision, and found the record largely anecdotal. Treasurer Korstange, Commissioner Lauer, and Commissioner Cribbs agreed additional documentation and resident input were needed and supported postponement; Cribbs and Kaiser also questioned whether homeowner, rather than board-only, approval is required.

Planning Director Dan Swallow clarified the PUD amendment is separate from the associations' master deed bylaws, which staff had not reviewed, and would not itself alter them. Michael Kooistra, president of the Estate Homes Association board, confirmed the joint board had voted to approve the request and offered supporting documentation. Vice Chair Kraemer reiterated that the threshold concern was documented authority and asked that any submission identify the bylaw provision authorizing board action without a co-owner vote and confirm whether owners were given notice and an opportunity to vote.

Motion was made by Chairman Rowland to POSTPONE Case Number 26-3924, for a PUD Text Amendment to the Forest Hills Golf Course/Watermark Condominiums PUD-15, Ord #10 of 1997, related to the use of speed bumps, for a period not to exceed 60 days, with the following conditions:

- 1. Submission of meeting minutes and legal documentation demonstrating the Watermark Condominium Association's authority to bring the amendment request forward on behalf of the joint board.**
- 2. Identification of the specific bylaw provision authorizing the board to alter common road infrastructure without a vote of the co-owners.**
- 3. Documentation showing whether owners were given notice and an opportunity to vote on the request.**

**Supported by Vice Chair Kraemer.
Motion carried unanimously.**

ARTICLE 8. Acknowledge visitors and those wishing to speak.

There was no one wishing to speak.

ARTICLE 9. Other Business

Chairman Rowland reported that the Township's new zoning ordinance had taken effect and thanked everyone for voting, either for or against. He highlighted this as part of the democratic process. Treasurer Korstange asked that staff and the Commission note any adjustments or amendments so they could be brought to the Township Board, noting this continual reviewing and refinement is part of the Commission's ongoing role. Chairman Rowland agreed, noting Township staff involved in the ordinance rewrite remain available for questions, and that staff would compile such notes for periodic review.

ARTICLE 10. Adjourn

The meeting was adjourned at 7:35pm.

Respectfully submitted,
David Madiol Secretary

DRAFT

CASCADE CHARTER TOWNSHIP

PLANNING COMMISSION

**MONDAY, September 21, 2026
6:00 PM**

ARTICLE 7.

**Case #26-3924 –
Postponed from August 17, 2026 Meeting.**

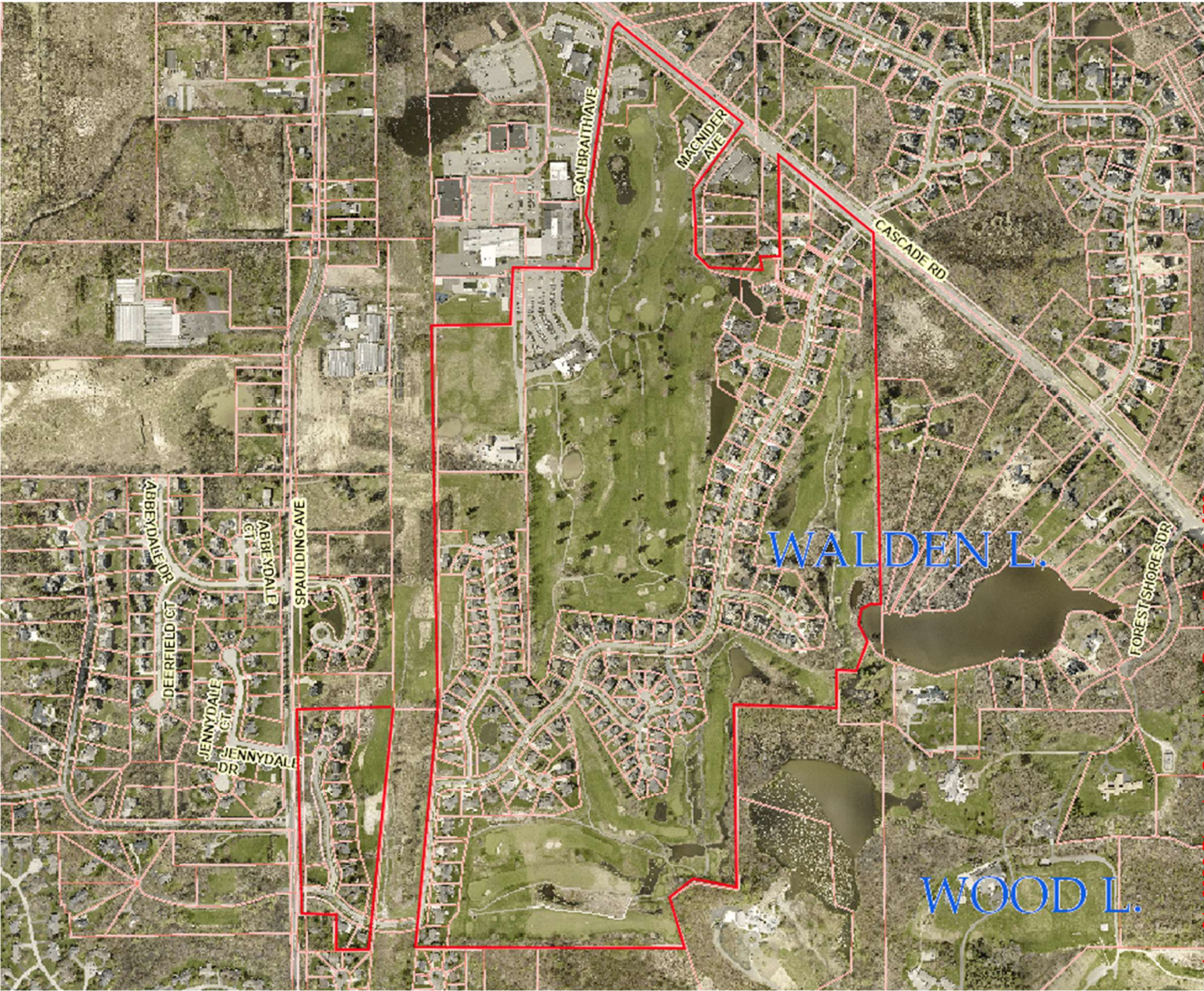
Applicant: Watermark Condominium Association,
C/O Acacia Group PM

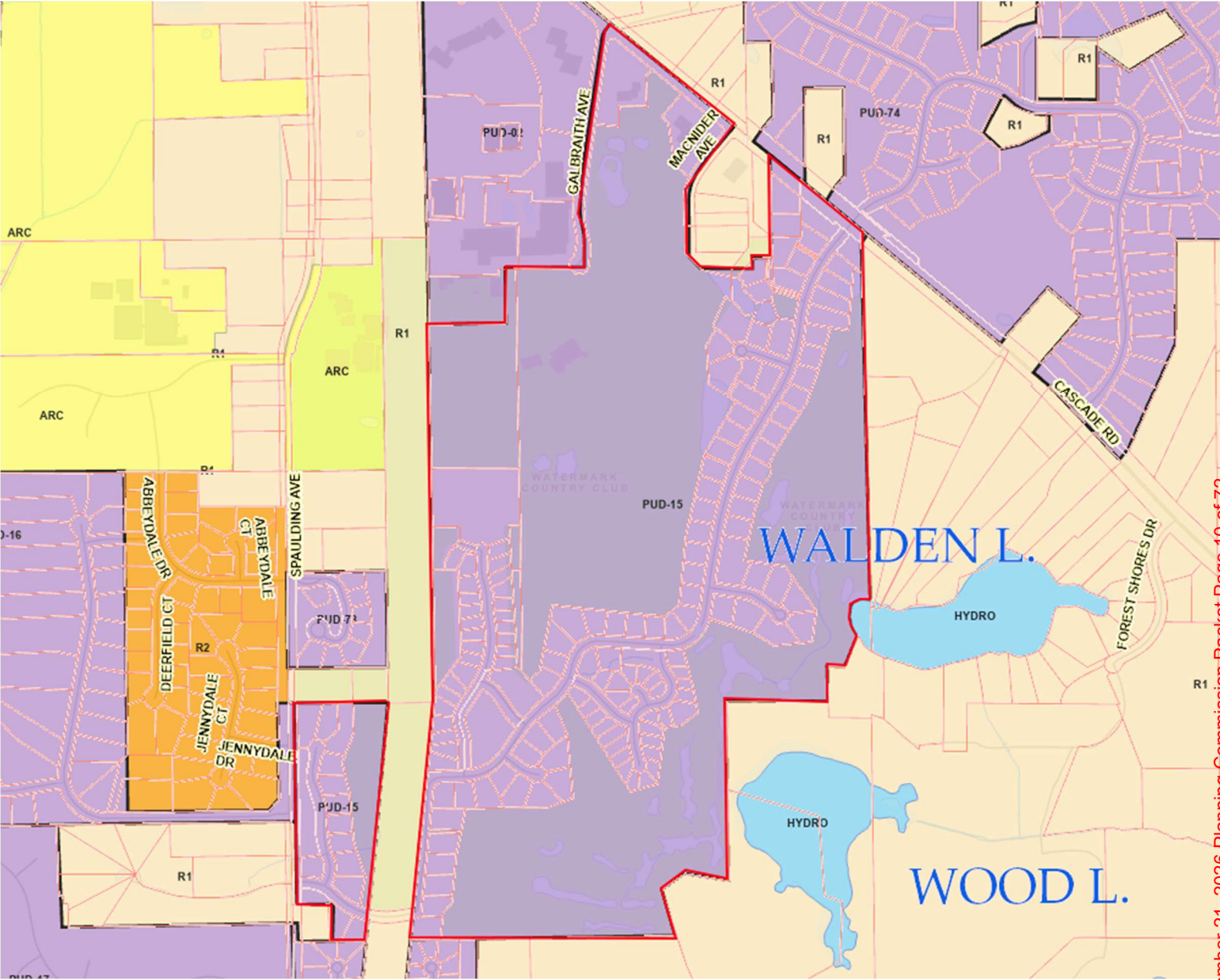
Property Address: PUD-15 – Forest Hills Golf Course /
Watermark Condominiums

Parcel Number: Many

Requested Action: A PUD Text amendment to PUD-15 –
Forest Hills Golf Course/Watermark Condominiums,
Ord #10 of 1997 to amend text related to the use of
speed bumps.

Parcel & Zoning Map







CASCADE CHARTER TOWNSHIP

5920 Tahoe Drive SE • Grand Rapids, MI 49546

PLANNING COMMISSION STAFF REPORT (REVISION 1)

STAFF REPORT: Case #26-3924
REPORT DATE: September 14, 2026
PREPARED FOR: Cascade Charter Township Planning Commission

MEETING DATE: September 21, 2026
POSTPONED from August 17, 2026 Meeting

PREPARED BY: Dan Swallow, Planning Director
Kevin Garcia, AICP, Interim Planner, McKenna

APPLICATION SUMMARY:

APPLICANT: Watermark Condominium Association C/O Acacia Group PM.
ADDRESS: Many
PARCEL NUMBERS: Many
REQUESTED ACTION: Approve PUD Amendment
REQUIREMENTS: Section 14.11.F – PUD Standards for Approval
EXISTING ZONING: PUD-15 – Forest Hills Golf Course/Watermark Condominiums
GENERAL LOCATION: East of Spaulding Avenue and southwest of Cascade Road
PARCEL SIZE: 223 acres
EXISTING LAND USE: Residential/Golf Course Planned Unit Development
ADJACENT PROPERTIES: N: PUD, R-1
E: R-1
S: PUD-18, R-1
W: PUD-73, R-1, R-2

UPDATED INFORMATION - SEPTEMBER 21, 2026 PLANNING COMMISSION MEETING

At its August 17, 2026 regular meeting the Planning Commission held a public hearing and considered the application for an amendment to PUD-15 – Forest Hills Golf Course/Watermark Condominiums. As described below, the applicant is requesting the removal of language in the PUD Ordinance that prohibits speed bumps. After significant public comment, the Planning Commission postponed action on the application for up to 60-days, subject to the following requests for additional information.

1. Submission of meeting minutes and legal documentation demonstrating the Watermark Condominium Association's authority to bring the amendment request forward on behalf of the joint board.
2. Identification of the specific bylaw provision authorizing the board to alter common road infrastructure without a vote of the co-owners.
3. Documentation showing whether owners were given notice and an opportunity to review the request.

Immediately following the August 17 meeting, Township staff contacted the applicant and requested copies of the Watermark Condominium Master Deed and By-Laws, as well as meeting minutes showing the vote by the Board of Directors of the HOA to seek the PUD Ordinance amendment. Attached you will find the documentation submitted by the HOA representative, including the following:

Document Submitted	Staff Comments
Articles of Incorporation for Watermark Condominium Association	The Articles substantiate the fact that the Association was legally formed and highlights the authority the Association has in managing the business of the Condominium. Article II identifies the following applicable authority: (a) To maintain, operate and administer the property of the condominium... (f) To authorize and approve execution of contracts, deeds and/or easements affecting the common elements; Article VI establishes the Board of Directors, and Article VIII provides for election of the Board of Directors.
Master Deed - Watermark	The Master Deed creates the Watermark Site Condominium, identifies the property to which it applies and outlines the framework for governance. • Sec. 3.1(c) identifies the Association as the entity which shall “administer, operate, manage and maintain the project.” • Sec. 4.1 General Common Elements (b) Improvements, identifies the private drive as a Common Element. The Master Deed Provided references the 59 original units, with provisions for expansion by amendment to the Master Deed.
7 th Amendment to the Master Deed - Watermark	Establishes Watermark, Watermark Club Homes and Watermark Estate Homes as a single community to be referred to as “Watermark Residences,” which collectively have responsibility for “Shared Infrastructure” including the Private Drives. Provides for a three-party agreement among the Associations for the purpose of maintaining the Shared Infrastructure.
Shared Expense Agreement (Attachment A to 7 th Amendment)	Defines how the Associations will share the expenses for the Shared Infrastructure in the Easement Areas. Section 1. Authorized the designation of a shared Property Management Company to manage the maintenance of the administration, operation and management of the Condominiums. Section 2. Establishes a “Joint Association Board of Directors”

	consisting of six members, with two designated representatives from each of the three Associations. Section 3. Establishes mechanism for establishing an Annual Budget, and defines authority of the Lead Association and Joint Association Boards of Directors. Section 4. Upon approval of a Shared Expense, authorizes the Lead Association to implement the approved improvement.
Condominium By-Laws - Watermark	Article 4. Administration. Provides authority to the Board of Directors to manage the “business, property and affairs of the Association.” Section 4.2 outlines the Powers and Duties of the Board including the following: (a) Care, upkeep and maintenance of the common elements, and (h) Authorizing the execution of contracts... affecting any real or person property of the Condominium. (i) Making repairs, additions and improvement to, or alteration to the Common Elements...
Joint Association Board of Directors – Meeting Minutes from June 4, 2026.	The meeting minutes note a “consensus to purchase and install seed bumps and see what the effects will have on slowing traffic.”
Joint Association Board of Directors – Resolution from September 9, 2026 Meeting.	There was a formal resolution adopted by the Joint Association Board of Directors affirmed the authority of the Watermark Condominium Association to request amendments to the PUD ordinance and ratify the purchase and installation of speed bumps.

Based on a review of the submitted documents, Township staff has concluded the following:

- The Watermark Condominium Association was legally established and under the original Master Deed has the authority to make decisions regarding the maintenance and operation of the private roads, without a full vote of the co-owners.
- The 7th Amendment to the Master Deed established the mechanism for maintenance and administration of Shared Infrastructure among and between the three associations, including the private roads.
- As part of the 7th Amendment as Shared Expense Agreement was adopted which created the Joint Board to provide input and direction on the Shared Community Expenses.
- There is overlapping jurisdiction between the Lead Association (Watermark Condominium Association) and Joint Association Board of Directors, which provides representation of all three associations and is tasked with authorizing expenditures.
- **It is appropriate for the Joint Association Board of Directors, which has representation from all three Associations, to bring forward this request to the Township.**

Notification to Co-Owners

The Watermark Condominium Association did not provide additional documentation regarding their notification process or procedures. However, the Township mailed a notice of the August 17 Public Hearing to all of the property owners within the Watermark PUD regarding the requested amendment to the PUD Ordinance. As noted above, the Lead Association (Watermark Condominium Association) and Joint Association Board of Directors have independent authority to make decisions regarding the maintenance and operation of Shared Infrastructure without a vote of all the co-owners.

OVERVIEW

1. The 223-acre site has an 18-hole golf course and 166 homes.
2. The existing planned unit development (PUD) ordinance does not allow speed bumps in the development.
3. The request would remove the language that prohibits speed bumps, which would allow speed bumps to be installed to help address observed problems with people speeding on Watermark Drive.
4. If approved, the applicant plans to have removable speed bumps installed, which would be removed before winter and installed in spring each year.
5. The request requires Planning Commission and Township Board approval because it would amend an existing PUD.

REQUEST

The applicant requests an amendment to the PUD to remove text that prohibits the use of speed bumps, specifically paragraph IX.8, which states that, “The use of speed bumps on the private road shall be prohibited.” They would like to install removable speed bumps to help address speeding along Watermark Drive, which, when monitored, they report average speeds of just under 29 mph and a top speed of 52 mph, on a street with an 18 mph posted speed limit. They also cite a 2022 incident in which a driver flipped their vehicle, possibly the result of speeding or distracted driving (or both).

PROPERTY HISTORY

The Forest Hills Golf Club PUD, which includes the golf course and part of the residential neighborhood, was approved in 1991. In 1997, the original boundaries were expanded to include the current boundaries in Ord. No. 10 of 1997. The original PUD, expanded PUD, and all amendments have all included the text prohibiting speed bumps.

While no detailed minutes exist of the proceedings for the original PUD approval, the rationale for prohibiting speed bumps seems to come from an addendum to a traffic impact analysis, dated May 8, 1990, which states that studies on speed bumps have found inconsistent results on reducing speed, that some speed bumps pose a hazard to bicyclists and motorcyclists, and create an obstacle for snow removal.

Original PUD:

- Ord. No. 5 of 1991 – Forest Hills Golf Club PUD

Amendments:

- Ord. No. 10 of 1997 – Forest Hills Golf Course / Watermark Condominiums PUD (expanded original boundaries of Forest Hills Golf Club PUD to include current bounds)
- Ord. No. 8 of 2000; May 31, 2000
- Ord. No. 17 of 2000; October 18, 2000
- Ord. No. 8 of 2003; June 11, 2003

- Ord. No. 11 of 2010; August 11, 2010
- Ord. No. 3 of 2019; May 22, 2019
- Ord. No. 6 of 2019; October 9, 2019
- Ord. No. 8 of 2023; August 23, 2023

SECTION 14.11 – Planned Unit Development

Section 14.11.H states that PUD amendments may only be amended by submitting an amended PUD pursuant to Section 14.11.E. Requests for PUD amendments should be reviewed using the same standards that PUD approvals are subject to, those standards being found in Section 14.11.F – PUD Standards for Review.

In this case, few of the standards apply, given the narrowness of the request. The relevant standards are presented below, with staff comments on their applicability.

Section 14.11.F – PUD Standards for Review (abridged)	
STANDARD OF APPROVAL	STAFF COMMENTS
3. Site circulation and parking areas must be designed to ensure: a. Safety and convenience for vehicular and pedestrian traffic, both within the site and on streets adjacent to the PUD. c. Access for emergency vehicles.	Speeding is an issue along Watermark Drive. While the 1990 traffic analysis addendum, which formed the basis for the prohibition of speed bumps in the PUD, stated that studies were mixed on the effectiveness of speed bumps, the collected wisdom in 2026 indicates that speed bumps are effective in reducing traffic speeds. While other measures may be more effective, removable speed bumps are probably the most cost-effective measure to address the problem. The 1990 study also states that, “If, after the site is constructed and occupied, significant problems develop, more extreme and expensive measures can be taken to restrict through traffic.” While that statement applies to through traffic, which may or may not be part of the issue at hand, it is worth applying the same logic to speed bumps. Slowing speeds will make the street safer for all users. Staff finds that that this condition is met. While speed bumps may, but do not always, reduce emergency response times slightly, the tradeoff is that by reducing speeds, there will be fewer, less-intense crashes for emergency responders to respond to. According to the Cascade Fire Marshal, we generally allow speed bumps but need to know their size and dimensions. They cannot be too tall, and we require them to be signed. Staff finds that that this condition can be met by requiring that the Fire Marshal review the speed bumps before they are installed.

NEIGHBORS COMMENTS

SEE ATTACHED DRAFT MINUTES FROM AUGUST 17, 2026 PLANNING COMMISSION MEETING

Staff have also fielded inquiries in person and over the phone from a handful of neighbors who requested more information. At least two people expressed support for the idea of installing speed bumps, citing speeding as a concern.

CONSIDERATIONS

Per the staff review above, the Planning Commission should deliberate on the following:

- Whether the proposed amendment meets the criteria above related to safety and emergency access.
- Whether this particular PUD is significantly different from other residential PUDs that do not prohibit speed bumps in their ordinances.

RECOMMENDATION

Motion to RECOMMEND APPROVAL of the requested amendment to Planned Unit Development Ordinance for the Forest Hills Golf Club/Watermark Condominiums PUD-15, Case #26-3924, to remove the text prohibiting the use of speed bumps for the following reason:

1. The amendment to the PUD Ordinance satisfies the PUD Standards for Review outlined in Section 14.11.F of the Cascade Township Zoning Ordinance.

With the following conditions:

1. That the Fire Marshal review and approve the speed bump type and planned locations before they are installed, and warning signs are installed alerting drivers to the location of the speed bumps.

ATTACHMENTS

1. Planning Commission Meeting DRAFT Minutes from August 17, 2026
2. Supplemental Information provided by the Watermark Condominium Association
3. Application
4. Applicant Narrative
5. May 8, 1990, Traffic Impact Analysis Addendum
6. Draft Ordinance Language

MINUTES

Joint Association Board of Directors

June 4, 2026, 5 pm

Cascade Library (Wisner Center)

Grand Rapids, MI 49546

Those Present: Leo Ditchcreek (WCA), Mike Berger (WCA), Maribeth Glaub (Estate Homes), Michael Kooistra (Estate Homes) Mike Lloyd (Club Homes) and Jerry Nichols (Club Homes).

Absent: None

Others Present: Ryan Arends and James VanHekken (Moore & Bruggink Engineering)

1. Call to order: The meeting was called to order at 5:03 pm by Mr. Berger.
2. Agenda: The agenda along with other pertinent material for the meeting was distributed in advance of the meeting and on a motion was duly made by Mr. Nichols and second by Mr. Lloyd, the agenda was unanimously approved.
3. Minutes: The minutes of the Joint Association BOD meeting of September 16, 2025, were circulated in advance of the meeting and reviewed by the Board. On a motion by Mr. Lloyd and seconded by Mr. Nichols the minutes as presented were unanimously approved.
4. Financial Report: Mr. Ditchcreek presented the summary of the Joint Expenses as of April 30, 2026, which were previously distributed to members for their review. He also, distributed during the meeting a Joint expense report through the end of May 2026, which reported total Joint expenses to be \$43,322 year-to-date (YTD) compared with a YTD budget of \$40,193, which is a variance of \$3,129 (8%) One significant item in May was the Road repair of \$9,998, which is the annual crack sealing and patch repair normally done in the fall, but this year is being done earlier than expected. Mr. Ditchcreek also stated that in the April report distributed earlier he had stated that this past winter has been terrible and snow removal costs were much higher than originally anticipated. In addition, it was reported that Acacia Management is inspecting the storm drains this year to see whether they need to be cleaned out, which the budget has about \$6,787 allocated for this type of work.

5. Old Business:

Road Improvement Project: Mr. Ditchcreek distributed copies of the Watermark Road Improvement Project updated estimates. The estimates compared the cost of completing the project in one year versus or over four multiple phases. Estimates for each were prepared by M&B. Ryan Arends and James Hekken from Moore & Bruggink then started discussions of the advantages and disadvantages of the project being completed. It has been agreed by all that the Crushing and Shaping option that was originally proposed in 2020 as the best option is still the option that the association will pursue. Crushing and Shaping will replace the gravel base and 3 ½ inches of asphalt. The question is whether the project should be done over one year or multiple years. The cost estimate for the project to be complete in one year is \$1,387,000 (in today dollars) versus the cost over a four phase or four years of \$1,508,300 a difference of \$121,500. There has been a significant increase from the previous estimates, given the spike in oil prices which is causing cost increases with this project.

After discussion it was agreed by all that the project should be done over a two-year period, with phases 1 & 2 (perimeter courts and streets) as proposed by M&B to be combined and completed in the first year and then if possible to have Phase 3 & 4 (all of Watermark Drive) completed in a second year. The problem will be as to when the project can start and whether there will be a need to possibly start the project in one year, then skip a year and then finish in a subsequent year. Hopefully the project can start in 2029 or 2030, but this will greatly depend on final estimates. If the project should start (phase 1), for example, in 2029, the best would be to have the work done during the months of May through September 2029. This would mean that bids should be solicited no later than fall 2028 and selection made no later than November or December 2028. It is then anticipated that approval of the owners, which will require 60% majority of all the owners (pursuant to the Shared Expense agreement 3.b.(iv and v) should be obtained during the summer of 2028. However, starting in 2029 may delay Phase 2 of Watermark Drive by possibly one or more years.

The members also discussed the Optional upgrades that have been presented that being Concrete Curb & Gutter repairs (\$45,500), Underdrain & Clean Outs (\$81,000) and Geogrid base reinforcements (\$127,000). After discussions and based on the recommendation of the engineers, of the various options, it was agreed that the Underdrain & Clean Outs would provide the best benefit and should be added to the project. The Concrete Curb & Gutter work, and Geogrid Base reinforcements are nice but are not that much of a value to the association. Therefore, the cost estimate would need to include the Underdrain & Clean out upgrade option for the association.

Mr. Nichols also raised a question about the club home driveways, in that it is being planned by the club homes to have their individual asphalt driveways replaced at the same time as the road improvements. This would make sense from a logistical and economic perspective. This can be a separate item, and the cost of the driveway replacements will be borne by the club homes. Ryan Arends requested addresses for each location to be incorporated within his estimates and will be included in the project. Jerry Nichols will provide that to Ryan. The Estate Homes were not sure whether they would need to do this but will verify later.

Ryan Arends will upon receipt of the information from Jerry Nichols will update the estimates to be completed over two phases (years) with the optional upgrade and the driveways for the clubs, which will be a separate line item and clearly identified for the club homes. Upon receipt of the revised estimates, Leo Ditchcreek will update the reserve study for 2026 to include the new estimates and timeline of the project for review by the members in the fall during the budget meeting of the joint association.

There being no further questions the members thanked Ryan Arends and James Hekken for their work and were excused from the meeting.

6. New Business:

The members discussed the installation of Speed Bumps and purchase of electronic speed signs. Mr. Berger wanted to get a consensus as to these items to help reduce the speeding of vehicles in the subdivision. On a motion duly made by Mr. Lloyd and seconded by Mr. Ditchcreek, the members unanimously agreed to purchase speed bumps to be located throughout the neighborhood, which has an estimated of \$100 each by Global Industrial, but the members did not agree to the purchase of the electronic radar speed signs, which for two were estimated at \$7,400. The reason was the cost of the speed signs compared to whether they will be effective. The consensus was to purchase and install speed bumps and see what the effects will have on slowing traffic.

It was raised that the association should look at installing more stop signs along Watermark Drive, possibly near the golf crossings. However, after discussions no action was taken on installing new stop signs, but as discussed as a possible next step if speed bumps do not slow down the traffic.

Ms. Glaub raised the question of Garage Sales within the neighborhood. It was briefly discussed that Estate sales which are usually held indoors are okay, but garage sales were not allowed.

Mr. Ditchcreek raised a question that Jerry Nichols has inquired about solicitation within the neighborhood. Mr. Ditchcreek stated that the only option right now is

whenever anyone is approached by a solicitor to kindly inform them of the fact that there is supposed to be no solicitation.

Mr. Lloyd had brought up the question about a section along Watermark Drive between Alhambra and Stickley where he reported that numerous people have been depositing their animal doggy bags causing an unsightly mess. Mr. Kooistra suggested that the association invest in a receptacle to be placed in that area for people to throw such items into. This could be regularly picked up by Republic Services. It was agreed that Mike Lloyd will contact Acacia and work to get this done for the association.

7. Adjournment: There being no further business, on a motion made by Mr. Ditchcreek and seconded by Mr. Lloyd, the meeting was adjourned at approximately 6:45 pm.

Respectfully submitted,
Leo Ditchcreek

Watermark Joint Board Resolution

I am the duly appointed Secretary of the Joint Association Board of Watermark Development, which represents the three associations of Watermark Condominium Association, Watermark Club Homes Association, and the Watermark Estate Homes Association, all which are Michigan nonprofit corporations. I hereby certify that at a duly called and convened meeting of the Joint Association (the "Joint Board") held on September 9, 2026, the Joint Board adopted and approved the following resolutions:

Recitals

1. The Articles of Incorporation of the Watermark Condominium Association dated August 1, 1997, specifically state that the Association purpose is to provide an entity pursuant to Act No 59 of the Public Acts of 1978, as amended, hereinafter called the "Michigan Condominium Act", for the operation of condominium properties in Cascade Township, Kent County, Michigan, and in furtherance thereof:
 - (a) to maintain, operate and administer the property of the condominium for the use and enjoyment of its members and their guests, invitees, and families; . . .
 - (f) To authorize and approve the execution of contracts, deeds, and/or easements affecting the common elements; . . .
 - (g) In general, to carry out any other business in connection with and incident to the foregoing purposes not forbidden, and with all the power conferred upon non-profit corporations by the laws of the State of Michigan.
2. The Master Deed of Watermark dated June 30, 1998, and filed with Kent County on July 8, 1998, specifically defines in Article 3.1 that the "association" or "association of co-owners" to be the Watermark Condominium Association, the Michigan Non-profit corporation.
3. Article 4.5 of the Master Deed of Watermark dated June 30, 1998, specifically sets forth that all co-owners have appointed the Watermark Condominium Association as their agent and attorney, to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements and that the Association will have full power and authority to grant easements over, to sever or lease mineral interests and/or to convey title to the land or improvements constituting the General Common Elements or any part of them, to dedicate as public streets any part of the General Common Elements, to amend the Condominium Documents for the purpose of assigning or reassigning the Limited Common Elements and in general to execute all documents and to do all things necessary or convenient to the exercise of such powers .
4. Amendment #7 of the Master Deed of Watermark dated September 24, 2007, states in Paragraph C of its recitals that the easement agreements provide a methodology

for sharing expenses for the maintenance, repair and replacement of the private drives and other elements of the community known as the Shared Infrastructure.

5. The Joint Board did unanimously approve the purchase and installation of Speed Bumps within Watermark during its meeting of June 4, 2026.

Resolution

RESOLVED, although not required, the Joint Board representing the three associations of Watermark, being the Watermark Condominium Association, Watermark Club Homes Association and Watermark Estate Homes Association, all Michigan nonprofit corporations, affirms the authority of the Watermark Condominium Association to request amendments of any and all ordinances with the Cascade Charter Township related to the Forest Hills Golf Course/Watermark Condominiums Planned Unit Development Project.

RESOLVED FURTHER, that the Joint Board hereby ratifies the purchase and installation of speed bumps and affirms that the Watermark Condominium Association has the authority to take all necessary or appropriate actions to apply and pursue an amendment to the ordinance with the Cascade Charter Township, Ordinance #10 of 1997, to remove and strike item #8 on page 11 of the Ordinance which sets forth:

8. The use of speed bumps on the private road shall be prohibited,

and otherwise, to amend the Ordinance or any other ordinances to remove any provision that prohibits the use of speed bumps on any private road in the Forest Hills Golf Course/Watermark Condominiums Planned Unit Development Project.

September 9, 2026

Date



Leo Ditchcreek,
Secretary
Watermark Joint Board Association



CASCADE CHARTER TOWNSHIP

5920 Tahoe Dr. SE, Grand Rapids,
Michigan 49546-7140

PLANNING & ZONING APPLICATION

APPLICANT: Name: Watermark Condominium Association C/O Acacia Group PM.
Address: 3 2 5 1 E a s t e r n A v e S E
G r a n d R a p i d s M I 4 9 5 0 8
City & Zip Code _____
Telephone: 616-464-3466
Email Address: jclark@acaciagroupllc.com

OWNER: * (If different from Applicant)
Name: Same as above
Address: _____
City & Zip Code: _____
Telephone: _____
Email Address: _____

NATURE OF THE REQUEST: (Please check the appropriate box or boxes)

- | | |
|--|--|
| ☐ Administrative Appeal | ☐ Administrative Site Plan Review |
| ☐ Deferred Parking | ☐ P.U.D. – Rezoning * |
| ☐ P.U.D. – Site Condominium * | ☐ Rezoning |
| ☐ Site Plan Review * | ☐ Sign Variance Subdivision |
| ☐ Special Use Permit | ☐ Plat Review * |
| ☐ Zoning Variance | ☒ Other: <u>PUD Change</u> * |

*** Requires an initial submission of 5 copies of the completed site plan**

Remove from Section VIX Private Street Development in original PUD Ordinance. "8." The use of speed bumps on the private road shall be prohibited".

A car flipped on HOA roads likely as a result of speeding or distracted driving

When monitoring the speeds we found the top speed to be 52 mph with the average speed around 28.7 mph

(**Use Attachments if Necessary)

-SEE OTHER SIDE-

LEGAL DESCRIPTION OF PROPERTY:**

See attached from the master deed

(**Use Attachments if Necessary)

PERMANENT PARCEL (TAX) NUMBER: 41-19 See attached from the master deed

ADDRESS OF PROPERTY: See attached from the master deed

PRESENT USE OF THE PROPERTY: Private Condo Association

**NAME(S) & ADDRESS(ES) OF ALL OTHER PERSONS, CORPORATIONS, OR FIRMS HAVING A LEGAL OR
EQUITABLE INTEREST IN THE PROPERTY:**

Name(s)

Address(es)

See attached list of owners in the HOA.

SIGNATURES

I (we) the undersigned certify that the information contained on this application form and the required documents attached hereto are to the best of my (our) knowledge true and accurate. I (we) also agree to reimburse the Cascade Charter Township for all costs, including consultant costs, to review this request in a timely manner. I (we) understand that these costs may also include administrative reviews which may occur after the Township has taken action on my (our) request.

I (we) the undersigned also acknowledge that the proposed project does not violate any known property restrictions (i.e. plat restrictions, deed restrictions, covenants, etc.)

Owner – Print or Type Name
(*If different from Applicant)

* _____
Owner's Signature & Date
(*If different from Applicant)

John Clark Authorized Agent for Watermark
Condominium Association

Applicant – Print or Type Name

 7/7/2026

Applicant's Signature & Date

PLEASE ATTACH ALL REQUIRED DOCUMENTS NOTED IN THE PROCESS REVIEW SHEET – THANK YOU

Rev. 7/27/21

LEGAL DESCRIPTION

2.1 Condominium Property. The land which is being submitted to condominium ownership in accordance with the provisions of the Act, is described as follows:

Part of the West one-half of Section 5 and part of the Southeast one-quarter of Section 6, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, described as: COMMENCING at the East one-quarter corner of said Section 6; thence South $01^{\circ} 10' 33''$ West 115.50 feet along the East line of said Section 6; thence South $88^{\circ} 49' 27''$ East 75.63 feet to the TRUE PLACE OF BEGINNING; thence South $88^{\circ} 49' 27''$ East 224.37 feet; thence North $01^{\circ} 10' 33''$ East 107.05 feet; thence North $01^{\circ} 11' 06''$ East 73.36 parallel with the West line of the Northwest one-quarter of Section 5; thence South $55^{\circ} 03' 55''$ East 195.21; thence North $41^{\circ} 26' 07''$ East 112.65 feet to the Southwesterly right of way line of Cascade Road; thence South $48^{\circ} 33' 53''$ East 66.00 feet along said right of way; thence South $41^{\circ} 26' 07''$ West 129.52 feet; thence South $48^{\circ} 33' 53''$ East 133.98 feet; thence South $07^{\circ} 49' 53''$ West 361.82 feet; thence North $80^{\circ} 28' 06''$ West 100.00 feet; thence South $18^{\circ} 35' 56''$ West 267.80 feet; thence South $22^{\circ} 42' 43''$ West 191.75 feet; thence South $34^{\circ} 23' 55''$ West 247.22 feet; thence South $28^{\circ} 06' 44''$ West 155.19 feet; thence South $21^{\circ} 09' 43''$ West 279.63 feet; thence South $13^{\circ} 07' 04''$ West 292.99 feet; thence South $78^{\circ} 35' 10''$ East 271.31 feet; thence South $27^{\circ} 10' 01''$ East 313.27 feet; thence South $12^{\circ} 27' 26''$ West 179.45 feet; thence South $85^{\circ} 54' 15''$ West 217.17 feet; thence North $45^{\circ} 40' 10''$ West 152.82 feet; thence North $69^{\circ} 32' 41''$ West 270.49 feet; thence Southwesterly 330.86 feet along a 233.00 foot radius curve to the right, the chord of which bears South $55^{\circ} 01' 36.6''$ West 303.752 feet; thence North $84^{\circ} 17' 37''$ West 114.65 feet; thence South $41^{\circ} 26' 35''$ West 82.79 feet; thence Northwesterly 60.71 feet along a 333.00 foot radius curve to the left,

-2-

the chord of which bears North $59^{\circ} 03' 35''$ West 60.63 feet; thence North $64^{\circ} 16' 59''$ West 32.61 feet; thence Southwesterly 115.61 feet along a 333.00 foot radius curve to the right, the chord of which bears South $29^{\circ} 58' 46''$ West 115.03 feet; thence North $14^{\circ} 08' 43''$ West 87.69 feet; thence North $61^{\circ} 18' 02''$ West 127.21 feet; thence North $19^{\circ} 40' 43''$ East 334.27 feet; thence North $39^{\circ} 11' 09''$ East 50.91 feet; thence South $80^{\circ} 10' 15''$ East 566.21 feet; thence North $52^{\circ} 06' 29''$ East 112.12 feet; thence North $07^{\circ} 50' 14''$ East 397.26 feet; thence North $15^{\circ} 07' 49''$ East 463.27 feet; thence North $30^{\circ} 54' 07''$ East 356.27 feet; thence North $60^{\circ} 12' 37''$ West 166.13 feet; thence North $01^{\circ} 29' 10''$ West 239.46 feet; thence North $32^{\circ} 04' 27''$ East 286.02 feet; thence South $31^{\circ} 22' 25''$ East 107.16 feet along a meander line for an unnamed pond; thence South $70^{\circ} 27' 13''$ East 124.49 feet along said meander line; thence South $89^{\circ} 05' 28''$ East 55.70 feet along said meander line; thence North $41^{\circ} 26' 48''$ East 49.06 feet along said meander line; thence North $20^{\circ} 07' 38''$ West 51.17 feet along said meander line for an unnamed pond; thence North $16^{\circ} 42' 42''$ East 198.25 feet; thence North $61^{\circ} 55' 55''$ West 136.11 feet; thence North $01^{\circ} 10' 33''$ East 62.11 feet to the Place of Beginning. ALSO all land lying between the meander line and the waters edge of said unnamed pond.

**Watermark Condominium Association
Certificate of Secretary**

I am the duly appointed Secretary of the Watermark Condominium Association, a Michigan nonprofit corporation (the "Association"). I hereby certify that at a duly called and convened meeting of the Board of Directors of the Association (the "Board") held on July 2, 2026, the Board adopted and approved the following resolutions:

RESOLVED, that the Board of Directors (the "Board") of the Watermark Condominium Association, a Michigan nonprofit corporation (the "Association"), approves and authorizes the Association to request the Cascade Charter Township to amend Ordinance #10 of 1997, as amended from time to time (the "Ordinance"), to remove and strike Item #8 on page 11 of the Ordinance, which sets forth:

8. The use of speed bumps on the private road shall be prohibited,

and otherwise to amend the Ordinance to remove any provision that prohibits the use of speed bumps on any private road (a "Development Road") in the Forest Hills Golf Course/Watermark Condominiums Planned Unit Development Project.

RESOLVED FURTHER, that any officer of the Association, or John Clark of Acacia Group Property Management, the Association's property manager, or both, may take any and all actions that he or she deems necessary or appropriate to carry out or effect the Board's approval and authorization to remove any prohibition on the use of speed bumps on any Development Road, including the filing and pursuit with the Cascade Charter Township of a Planning & Zoning Application to amend the Ordinance, or any other filing of an application or proceeding with the Cascade Charter Township or other government agency, commission or board.

July 2, 2026
Date



Scott Ptak, Secretary
Watermark Condominium Association



John Clark <jclark@acaciagroupllc.com>

Accident at 2202 Watermark Drive

9 messages

Leo Ditchcreek <LDitchcreek@outlook.com>

Sat, Jul 9, 2022 at 1:35 PM

To: Mike Berger <mberger1@sbcglobal.net>, Mike Knowles <mikekvet@gmail.com>, Scott Ptak <scottptak@rocketmail.com>, Tim Tornga <tjtornga@gmail.com>, "gladstone_scott@yahoo.com" <gladstone_scott@yahoo.com>

Cc: John Clark <jclark@acaciagroupllc.com>

To Board Members

Just want let everyone know about the accident that occurred at 2202 Watermark Drive yesterday. Doreen Lambert stopped me this morning while walking to let me know and was wondering if anyone was hurt.

I introduced myself and talked with Kory Kiefer, new resident at 2202 Watermark Drive, who recently just moved. He told me that his wife, who is a nurse, heard the crash yesterday and immediately went to see if medical assistance was needed before emergency vehicles arrived. The Black SUV was flipped on its roof in the middle of Watermark Drive.



The women driving the vehicle amazingly appeared okay and did not want any medical attention. No one else was with her or hurt. Two Firetrucks, and medical ambulance were on the scene. Not sure as to what exactly happened, but I am assuming she was traveling at a high rate of speed (definitely not 18 MPH) possibly around the curve on Watermark and lost control of her vehicle, which ended up hitting the tree, in front of 2190 Watermark Drive flipping the vehicle. Maybe John Clark can possibly get a police report as to what happened here.



Thankfully no one was hurt as a result! John Clark will need to file claim for damage to our tree. I am not sure if it is going to be salvageable, but West Michigan Tress Service can let us know about that.

Thanks

Leo

Sent from [Mail](#) for Windows

September 10, 2026

Cascade Charter Township
5920 Tahow Drive SE
Grand Rapids, MI 4946

RE: Watermark Condominium Association Additional Documents

In follow up to the previous Planning Commission request for additional documentation, the Watermark Condominium Association (the “Association”) is requesting only the following:

- **Parity with Modern Standards:** The Association is requesting an amendment to bring the Watermark Condominiums Planned Unit Development (the “PUD”) in line with all subsequent PUDs approved across Cascade Township.
- **Scope of Authority:** The Association is **not** asking the township to approve, design, or place speed bumps. The Association is requesting the standard municipal authority granted to other PUDs: empowering the elected HOA board with the authority to vote on and manage internal traffic-calming measures as appropriate. The Township does currently allow speed bumps in other PUD’s and any subsequent installation as approved by the respective HOA board which are in alignment with current Township ordinances and Fire Department regulations.

To address the Planning Commission’s request for additional information while firmly protecting HOA’s governance boundaries, the Association is submitting the following:

- **Governing Documents:** Attached are copies of the Articles of Incorporation, Master Deed, and Bylaws, accompanied by a cover memo that highlights the specific sections establishing that the Watermark Condominium Association is the sole legal entity authorized to request a PUD amendment.
- **Good-Faith Resolutions:** Attached is a resolution of support from all three boards purely as a demonstration of community partnership and good faith—reinforcing that while their sign-off is not legally required, the community stands united behind the request. As much as this piece is legally unnecessary, we are including it as well. In addition, we are also including the minutes of a Joint Board meeting of all three associations, of June 4, 2026, which unanimously approved the purchase and installation of the speed bumps.

The Association through the attached governing documents has exclusive legal standing and is offering a joint board resolution strictly as voluntary evidence of community consensus. The Association hopes that the Planning Commission will focus on the regulatory issue of parity and not the internal governance of the Association. The Association asks kindly as for a favorable recommendation of adoption of the amendment as requested based on its merits.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Clark', with a stylized flourish at the end.

John Clark
President
Acacia Property Group Management

cc: Watermark Condominium Association Board members

September 10, 2026

Cascade Charter Township
5920 Tahow Drive SE
Grand Rapids, MI 4946

RE: Watermark Condominium Association Documents

Please find attached the following documents in follow up with the requests of the Planning Commission Meeting of August 17, 2026.

Articles of Incorporation of the Watermark Condominium Association (“the Association”) dated August 1, 1997, specifically state that the Association purpose

To provide an entity pursuant to Act No 59 of the Public Acts of 1978, as amended, hereinafter called the “Michigan Condominium Act”, for the operation of condominium properties in Cascade Township, Kent County, Michigan, and in furtherance thereof:

- (a) to maintain, operate and administer the property of the condominium for the use and enjoyment of its members and their guests, invitees and families;
- (f) To Authorize and approve the execution of contracts, deeds, and/or easements affecting the common elements;
- (g) In general, to carry out any other business in connection with and incident to the foregoing purposes no forbidden, and with all the power conferred upon non-profit corporations by the laws of the State of Michigan.

Master Deed of the Watermark dated July 8, 1998,

Article III Definitions

Paragraph (c) Association. the “Association” or “Association of Co-owners” means the Watermark Condominium Association, the Michigan Non-profit corporation of which all Co-Owners shall be members, which shall administer, operate, manage and maintain the Project.

Paragraph (n) General Common Elements, “General Common Elements” means those Common Elements of the Project described in Section 4.1 which are for the use and enjoyment of all Co-Owners in the Project.

Article IV Common Elements

4.1 (b) Improvements. The private drive and the common walkways, lawns, trees, shrubs and other improvements not located within the boundaries of a Condominium Unit. All structures and improvements located within the boundaries of a Condominium Unit shall be owned in their entirety by the Co-Owner of the Unit within which they are

located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements.

4.3 Maintenance Responsibilities. Responsibilities for the cleaning, decoration, maintenance, repair and replacement of the Common Elements will be as follows:

c. Other Common Elements. The cost of cleaning decoration, maintenance, repair and replacement of all Common Elements, other than as described above shall be the responsibility of the Association, except to the extent of repair and replacement of a Common Element due to the act or neglect of a Co-owner or his agent, invitee, family member or pet.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract or other instrument or conveyance or encumbrance all Co-owners, mortgagees and other interested parties shall be deemed to have appointed the Developer (during the Development and Sales Period) and/or the Association (after the Development and Sale Period has expired) as their agent and attorney, to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Developer (or Association) will have full power and authority to grant easements over, to sever or lease mineral interests and/or to convey title to the land or improvements constituting the General Common Elements or any part of them, to dedicate as public streets any part of the General Common Elements, to amend the Condominium Documents for the purpose of assigning or reassigning the Limited Common Elements and in general to execute all documents and to do all things necessary or convenient to the exercise of such powers.

Master Deed Amendment #7 dated September 24, 2007

Recitals

C. The Easement Agreements provide a methodology for sharing expenses for the maintenance, repair and replacement of the Shared Infrastructure (the "Shared Community Expenses") among the Condominiums' associations of co-owners (the "Associations"), but do not contemplate: (i) improvements to the existing Shared Infrastructure; or (ii) additional capital improvements within the Easement Area. Further, several of the Easement Agreements do not address the need for Watermark Club Homes and Watermark Estate Homes to have input into the decision-making process with respect to decisions regarding the maintenance, repair and replacement of Shared Infrastructure.

Watermark Association Co-Owners By-Laws

Article I – Association of Co-Owners

1.1. Organization. Watermark, a residential site condominium project located in the Township of Cascade, Kent County, Michigan (the "Project") is being developed in successive segments so as to comprise a maximum of 300 building sites (the

"Units). Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an Association of Co-owners organized as a non-profit corporation under the laws of the State of Michigan (the "Association"). The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Project.

Article IV – Administration

4.1. Board of Directors. The business, property and affairs of the Association shall be managed by a Board of Directors to be elected in the manner described in the Association By-Laws; provided, that the directors designated in the Articles of Incorporation shall serve until such time as their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to such directors selected by the Developer before the initial meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors elected by the members of the Association, so long as such actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in the Condominium Documents . A service contract or management contract entered into between the Association and the Developer or affiliates of the Developer shall be voidable by the Board of Directors on the Transitional Control Date or within ninety (90) days after the initial meeting has been held, and on thirty (30) days' notice at any time for cause.

4.2. Powers and Duties. The Board shall have all powers and duties necessary for the administration of the affairs of the Association and may take all actions in support of such administration as are not prohibited by the Condominium Documents or specifically reserved to the members. The powers and duties to be exercised by the Board shall include, but shall not be limited to, the following . . .

- h. Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property of the Condominium on behalf of the Co-owners;
- i. Making repairs, additions and improvements to, or alterations of, the Common Elements, and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

Meeting Minutes of the Joint Board dated June 4, 2026, which represents the three associations within the Watermark Residences, specifically Watermark Condominium Association, Watermark Club Homes and Watermark Estate Homes. These minutes reflect the unanimous approval of the purchase and installation of speed bumps within Watermark.

Joint Board Resolution, which was unanimously approved during a Joint Board meeting of September 9, 2026, of the three associations,

**Addendum to
Traffic Impact Analysis for
Forest Hills Country Club Village**

**Cascade Township, Michigan
May 8, 1990**

In reviewing the site plan for Forest Hills Country Club Village, two questions have arisen relating to the roadway that passes through the site. First; if unrestricted, what volume of through traffic unrelated to Forest Hills Country Club Village would utilize this roadway? And, second; what measures should be taken to discourage through traffic?

The through traffic would be generated by residential development with access onto Cascade located north of Burton and east of Spaulding. This traffic would include trips that are attracted to development southwest of the project area, including commercial development along 28th Street. The primary purposes of these trips would be shopping trips or work trips. The peak for shopping trips corresponds to the evening peak for work trips. We will therefore use 5-6 PM as the peak period.

Use of the through roadway will save approximately 17 seconds of travel time over the Cascade-to-Spaulding movement. Travel from the Cascade drive to Spaulding via Cascade plus travel from Cascade to the Spaulding drive via Spaulding will take approximately 158 seconds. Travel across the development via the Forest Hills Country Club Village roadway will take approximately 141 seconds. Travel along Spaulding is impeded by numerous horizontal and vertical curves. Travel through the development will be impeded by some horizontal curves as well as by golfers and other pedestrians.

We will assume that a majority of the traffic utilizing the roadway would be drawn from westbound turning movements from Cascade to Spaulding and from northbound right turning movements from Spaulding to Cascade. The current evening peak hour volumes for these movements are 32 for the westbound left turn and 31 for the northbound right turn. The proportion of this movement that would be diverted to the Forest Hills Country Club Village roadway is dependent on how the roadway is constructed and what steps are taken to discourage use by through vehicles.

The Forest Hills Country Club Village could therefore expect a maximum of approximately 60 through trips during the evening peak hour, with roughly 50% split to each direction of traffic. Adjustment based on daily traffic volumes provides a maximum of

580 trips per day using this roadway for through travel. Figure 1 shows traffic volumes and levels of service resulting from existing traffic volumes plus volumes added by planned and proposed development plus the maximum expected through trips.

The levels of service remain comparable to what is provided if through traffic is effectively prohibited. Left turns from the drives drop from LOS B to LOS C. The left turn from Cascade into Forest Hills Country Club Village drops from LOS A to LOS B.

Therefore, the effect to intersection operations of allowing unrestricted traffic through the development on the Forest Hills Country Club Village roadway would not be significant.

The increase in congestion for residents and pedestrians, including golfers, is also within reasonable limits. There will be one major pedestrian crossing. At this crossing, there will be 53 south-westbound vehicles during the evening peak hour with 23 being generated by Forest Hills Country Club Village and 30 being through traffic. There will be 61 north-eastbound vehicles with 31 being generated by Forest Hills Country Club Village and 30 being through traffic. Therefore, a volume of 114 vehicles will impede pedestrians during the evening peak hour.

Through the peak fifteen minutes of the day, this would correspond to 2.05 vehicles per minute, or one vehicle every 29 seconds. A gap of 12 seconds should be sufficient to safely cross a small group of elementary aged children. Therefore, the effect to crossing safety should be minimal.

Given these conclusions, no extreme measures need to be taken to restrict traffic unrelated to Forest Hills Country Club Village residents. Assuming the road remains private, the following measures could be considered by the developer;

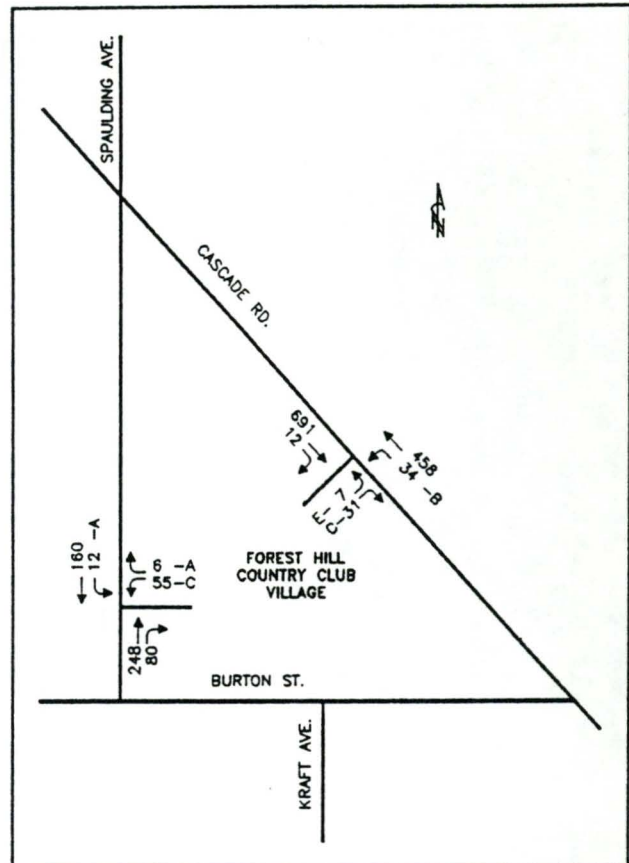


Figure 1 Projected traffic volumes and levels of service for existing traffic plus traffic added by planned and proposed development with maximum expected through volume diverted to the development roadway

- "No through traffic" or "Residents only" signing. This would be effective in restricting a portion of the through traffic. However, without enforcement the effect would be limited. The cost of placement and maintenance would be minimal.
- An unoccupied gate house would provide a psychological restriction by giving the impression that access is controlled. Effectiveness would be limited but adequate given the minor impact of the through traffic. Cost of placement and maintenance would be minimal.
- A gate that lifted for every vehicle without card control or other restriction would provide a limited physical restriction and effective psychological restriction for through traffic. However, residents would also be inconvenienced, and cost of placement and maintenance would be significant.
- A gate with a card reader or other control would provide inconvenience for residents and significant cost to the developer. This level of access control is not necessary given the low level of through traffic that would be using the roadway.
- Speed bumps could have some effect in reducing traffic volumes. However, studies have found that effect on speed reduction has been inconsistent. Some speed bumps have been shown to present an immediate and specific hazard to bicycles and motorcycles and a potential hazard for all vehicles. Speed bumps can also create obstacle for snow removal operations. For these reasons, speed bumps should not be placed on the roadway.

The volume of through traffic on the roadway that crosses Forest Hills Country Club Village is expected to be low. Effect to traffic operations and crossing safety should be minimal. Given these findings, we recommend that the low-cost measures, including signing and an unoccupied gate house, be placed at each entrance to Forest Hills Country Club Village. If, after the site is constructed and occupied, significant problems develop, more extreme and expensive measures can be taken to restrict through traffic. However, given the cost of placement and maintenance and the inconvenience to residents, a gate or other physical control should not be placed unless problems develop.

As amended by Ord No 8 of 2000; May 31, 2000
As amended by Ord No 17 of 2000; October 18, 2000
As amended by Ord No 8 of 2003; June 11, 2003
As amended by Ord No 11 of 2010; August 11, 2010
As amended by Ord No 3 of 2019; May 22, 2019
As amended by Ord No 6 of 2019; October 9, 2019
As amended by Ord No 8 of 2023; August 23, 2023

CASCADE CHARTER TOWNSHIP
Ordinance # __ of 2026
AN ORDINANCE TO AMEND ORDINANCE #10 OF 1997, THE
FOREST HILLS GOLF COURSE/WATERMARK CONDOMINIUMS
PLANNED UNIT DEVELOPMENT PROJECT

CASCADE CHARTER TOWNSHIP ORDAINS:

Section 1. Amendment to the Forest Hills Golf Course/Watermark Condominiums PUD Ordinance

Section IX. Private Streets

Paragraph 8 of this section shall be deleted:

The use of speed bumps on the private road shall be prohibited.

Section 2. Effective Date

This PUD Ordinance amendment shall become effective upon publication in the Grand Rapids Press, a newspaper of general circulation within Cascade Charter Township.

Section 3. Effect

The Cascade Charter Township Zoning Ordinance, as amended, and the remainder of Ordinance #10 of 1997, except as otherwise expressly amended herein, shall remain in full force and effect.

The foregoing Ordinance amendment was offered by Board Member ____, supported by Board Member _____. The roll call vote being as follows:

YEAS:

NAYS:

ABSENT:

ORDINANCE DECLARED ADOPTED.

Sue Slater
Cascade Charter Township Clerk

CERTIFICATION

I hereby certify the foregoing to be a true copy of an Ordinance adopted at a Regular Meeting of the Cascade Charter Township Board on the __th day of ____ 2026.

Sue Slater
Cascade Charter Township Clerk

CASCADE CHARTER TOWNSHIP

PLANNING COMMISSION

**MONDAY, September 21, 2026
6:00 PM**

ARTICLE 8.

Case #26-3926 – Public Hearing

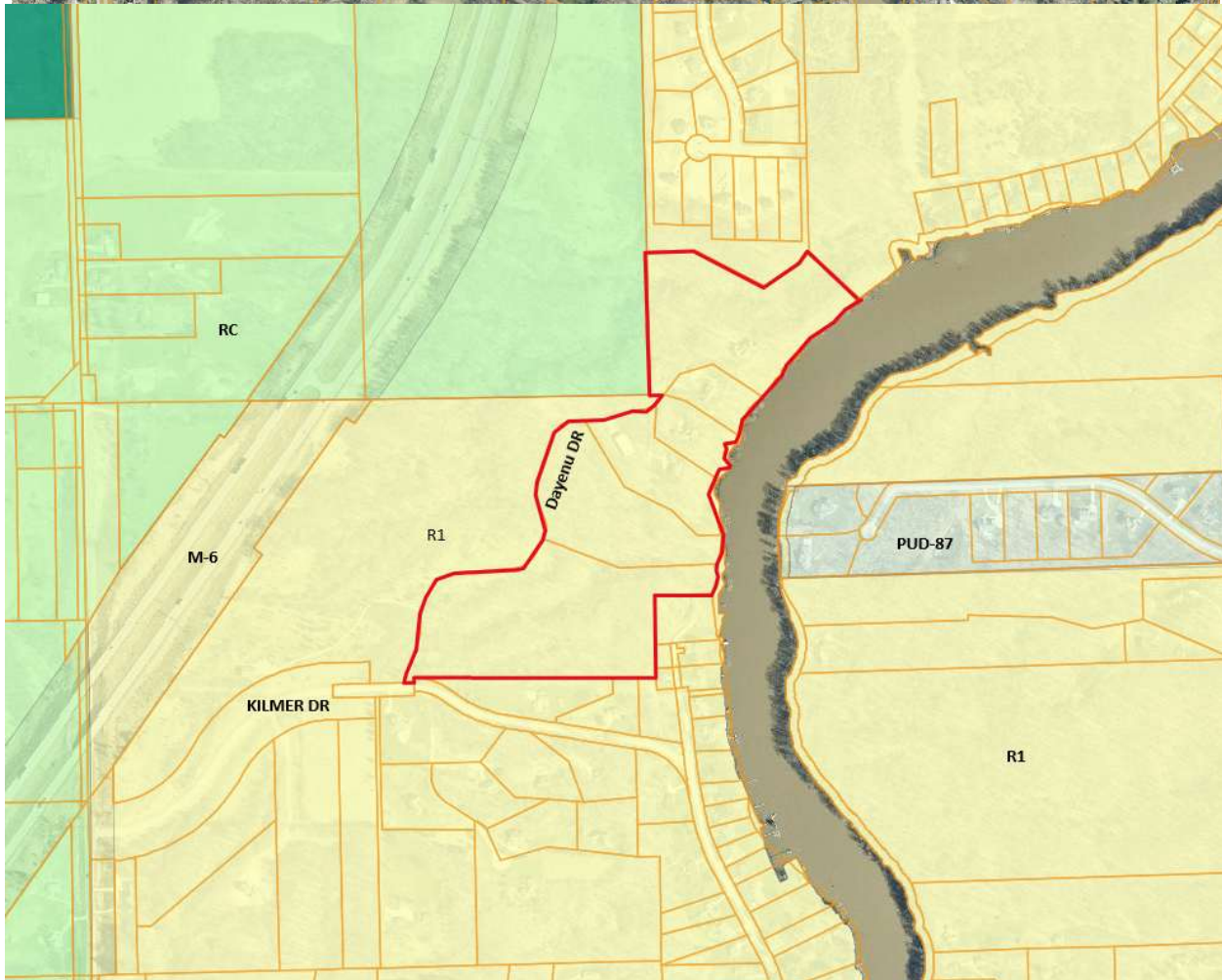
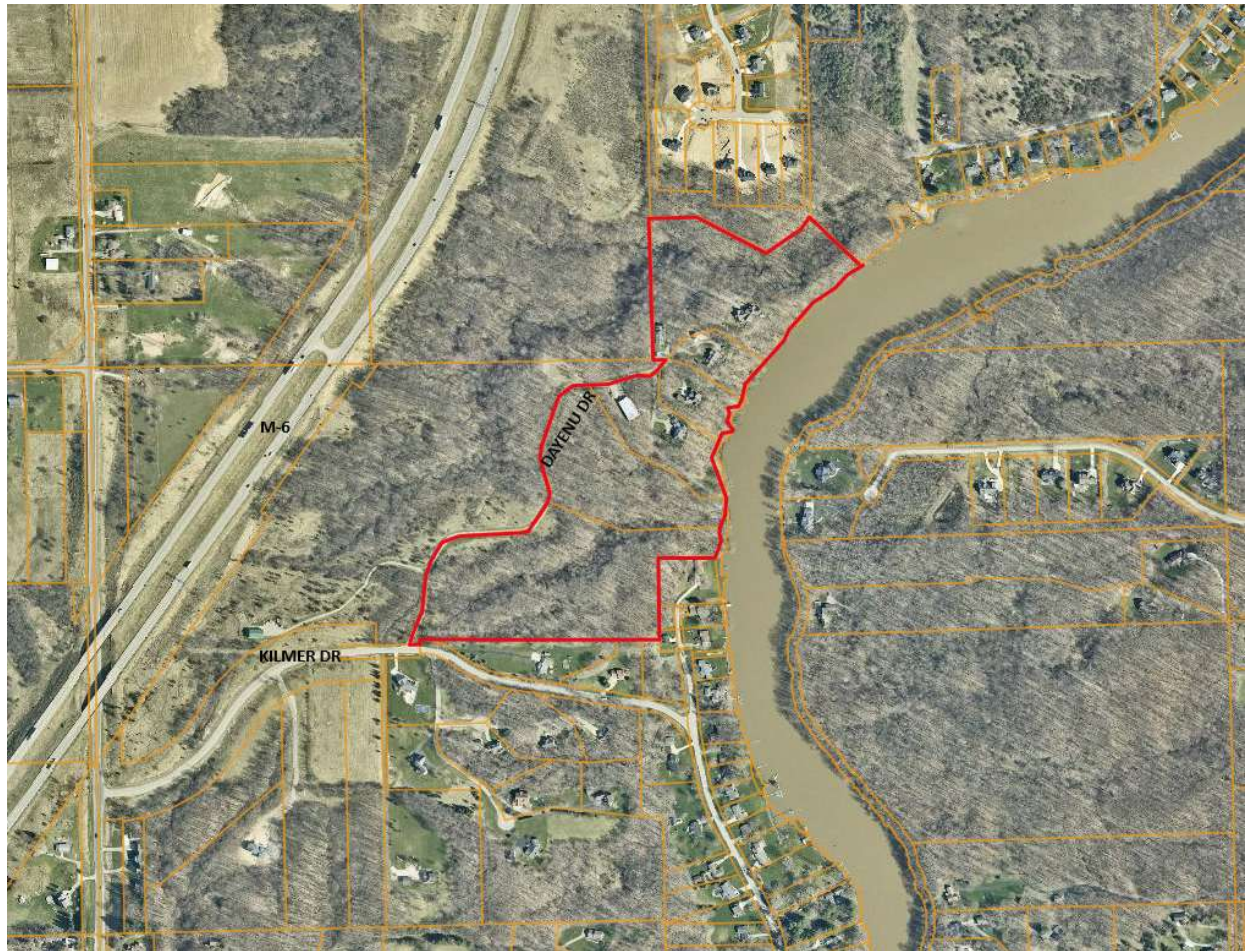
Applicants: Trent & Shannon Almassian, Jonathan & Mary
Borisch, Thomas & Jessica Borisch, Kara Ann Borsch

Property Address: 5200, 5234, 5260, 5292, 5320, 5354
Dayenu Drive SE

Parcel Number: 41-19-27-301-029, 41-19-34-101-008,
41-19-34-101-009, 41-19-33-200-059, 41-19-33-200-060,
41-19-33-200-061

Requested Action: Approval of a Special Use Permit for a
Shared Dock.

PARCEL & ZONING MAP





CASCADE CHARTER TOWNSHIP

5920 Tahoe Drive SE • Grand Rapids, MI 49546

PLANNING COMMISSION STAFF REPORT

STAFF REPORT: Case #26-3926
REPORT DATE: September 18, 2026
PREPARED FOR: Planning Commission
MEETING DATE: September 21, 2026
PREPARED BY: Kevin Garcia, AICP, McKenna

APPLICATION SUMMARY

APPLICANT: Trent & Shannon Almassian, Jonathan & Mary Borisch,
Thomas & Jessica Borisch, Kara Ann Borsch
ADDRESSES: 5200, 5234, 5260, 5292, 5320, 5354 Dayenu Drive SE
PARCEL NUMBERS: 41-19-27-301-029, 41-19-33-200-059, 41-19-33-200-060,
41-19-33-200-061, 41-19-34-101-008, 41-19-34-101-009
REQUESTED ACTION: Approval of a Special Use Permit for a Shared Dock.
REQUIREMENTS: Section 4.10 – Keyhole Development
Subsection 4.10.E.1 – Maximum Residential Access
EXISTING ZONING: R-1, Single-Family Residential
GENERAL LOCATION: West bank of the Thornapple River, south of 48th Street
PARCEL SIZES: Range from 1.67 to 14 acres
EXISTING LAND USE: Residential
ADJACENT
PROPERTIES: N: R-1, Residential
E: Thornapple River; R-1, Residential/Undeveloped;
RC, Residential
S: R-1, Residential
W: R-1, Residential/Undeveloped; RC, Undeveloped

PROPERTY HISTORY

Historically, all of the lots fronting the Thornapple River along Dayenu Drive were owned by members of the Borisch family, who have long shared a common access drive to the river and a dock. The shared river access was chosen for its relatively flat slope compared to the rest of the terrain on the properties, which is quite steep and makes it impractical to build individual docks on each parcel.

Recently, the applicant, Mr. Almassian, purchased one of the lots, on the condition that he would be able to use the shared access drive and dock. The request for a special use permit in this case would legitimize, per the Zoning Ordinance, the shared access and shared dock that all of the property owners have used for many years.

PROPOSED USE

The proposed use is a shared dock, which has existed for many years. Section 4.10 of the Zoning Ordinance requires a special use permit for shared docks for up to four adjoining waterfront property owners.

SECTION 4.10.E.1 – MAXIMUM RESIDENTIAL ACCESS

Below is the applicable language from Sec. 4.10:

*Generally, no easement, private park, common area, lot or access property abutting or adjoining a lake, river or stream shall be used to permit access to the lake, river, or stream for more than one (1) single-family home, dwelling unit, condominium unit, site condominium unit, apartment unit or any other use. However, **the Planning Commission may allow for up to four (4) adjoining waterfront property owners to share a dock subject to approval of a Special Land Use Permit.** When considering such a request, the Planning Commission should consider ownership lot locations, proximity of the property owners, and adjacency, in addition to the provisions of Section 14.7.*

When considering a request to allow adjacent waterfront property owners to share a dock, the Planning Commission should consider the following:	
Standard	Staff Analysis
Ownership lot locations.	The lots are all along the Thornapple River, and each has more than the minimum required 100 feet of frontage along the river to grant them river access. Due to the steep topography of the area, a shared river access is more practical than providing individual access points on each lot.
Proximity of the property owners	The four property owners own adjacent lots on Dayenu Drive. While the individual lots vary in size, the four homes are all near one another, with each adjacent home being less than 200 feet from its neighbor.
Adjacency	The nearest adjacent lot to the shared dock area is 300 feet to the south, through a wooded area, and to the north the nearest lot is around 1,225 feet away, also through a wooded area. The distance between the shared dock and adjacent docks is about 350 feet to the south, and more than 1,500 feet to the north.

SECTION 14.8 – SPECIAL LAND USES – GENERAL STANDARDS

Prior to approving a Special Land Use application, the Planning Commission shall require the following general standards to be satisfied for the use at the proposed location:	
Standard	Staff Analysis
Will be harmonious with and in accordance with the general objectives or with any specific objectives of the Township Master Plan.	The request would help to meet the Master Plan’s objective to: “Preserve, protect, and maintain the Thornapple River,” by allowing a shared dock rather than requiring the individual property owners to construct their own docks on steeply sloped land to get access to the river. Staff find that this condition is met.
Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such a use will not change the essential character of the same area.	There are no proposed changes to the existing easement or dock area. Any future changes would likely be to maintain or replace the existing driveway or dock, neither of which would change the essential character of the area. Staff find that this standard is met.
Will not be hazardous or disturbing to existing or future neighboring uses.	If granted, the request would not be hazardous or disturbing to neighbors. It would simply legitimize a long-standing shared river access for multiple property owners. Staff find that this standard is met.
Will be a substantial improvement to property in the immediate vicinity and to the community as a whole.	This standard is not relevant to the request at hand.

Will be served adequately by essential public facilities and services, such as transportation networks, non-motorized pathways and sidewalks, police and fire protection, drainage structures, refuse disposal and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such service.	This standard is not relevant to the request at hand.
Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community.	The request will not create any additional requirements at public cost. Staff find that this standard is met.
Will not involve uses, activities, processes, materials and equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.	The request would do none of these things. Staff find that this standard is met.
Will be consistent with the intent and purposes of Article 14.	The request is consistent with the following purposes of Article 14: harmonious relationships of buildings, structures, and uses; and conservation of natural amenities and resources. Other elements of the purpose statement are not relevant to this request. Staff find that this standard is met.

NEIGHBORS COMMENTS

Staff have received no comments from neighbors regarding this request.

CONSIDERATIONS

Per the staff review above, the Planning Commission should determine the following:

1. Does the proposed use align with the intent of the items to be consider under Section 4.10.E.1?
2. Does the proposed use meet the general Special Use standards in Section 14.8?

RECOMMENDATION

Motion to RECOMMEND APPROVAL of the special land use permit for a SHARED DOCK and access drive, serving 5200, 5234, 5260, and 5292 Dayenu Drive based on the following findings:

- The request aligns with the intent of Section 4.10. Keyhole Development, E. General Provisions 1. Maximum Residential Access, which authorizes shared access for four (4) adjoining waterfront property owners;
- The request meets the general requirements in Section 14.8. Special Land Uses, D. Standard for Approval; and
- The shared dock and access drive are located on and adjacent to the property at 5292 Dayenu Drive, in accordance with the Easement Description dated December 31, 2024.

ATTACHMENTS

1. Application
2. Applicant Narrative
3. Site Photos
4. Site Plans
5. Easement Document
6. 6/7/2010 Planning Commission meeting minutes for amendments to Section 4.33 of the Zoning Ordinance – Keyhole Development



CASCADE CHARTER TOWNSHIP

5920 Tahoe Dr. SE, Grand Rapids,
Michigan 49546-7140

Cascade Charter Township
Planning Department

AUG 3 2026

Received

PLANNING & ZONING APPLICATION

APPLICANT:

Name: TRENT ALMASSIAN

Address: 5260 DAYENU DR

City & Zip Code: G.R. MI 49512

Telephone: (616) 724-7234

Email Address: TALMASSIAN@ATT.NET

OWNER: * (If different from Applicant)

Name: _____

Address: _____

City & Zip Code: _____

Telephone: _____

Email Address: _____

NATURE OF THE REQUEST: (Please check the appropriate box or boxes)

- | | |
|--|--|
| ☐ Administrative Appeal | ☐ Administrative Site Plan Review |
| ☐ Deferred Parking | ☐ P.U.D. – Rezoning * |
| ☐ P.U.D. – Site Condominium * | ☐ Rezoning |
| ☐ Site Plan Review * | ☐ Sign Variance Subdivision |
| ☒ Special Use Permit | ☐ Plat Review * |
| ☐ Zoning Variance | ☐ Other: _____ * |

* Requires an initial submission of 5 copies of the completed site plan

BRIEFLY DESCRIBE YOUR REQUEST:**

APPLICATION FOR SPECIAL USE PERMIT

(**Use Attachments if Necessary)

-SEE OTHER SIDE-

LEGAL DESCRIPTION OF PROPERTY:**

(**Use Attachments if Necessary)

PERMANENT PARCEL (TAX) NUMBER: 41-19 - 34 -101- 009

ADDRESS OF PROPERTY: 5260 DAYENU DR. G.2., M1 49512

PRESENT USE OF THE PROPERTY: _____

**NAME(S) & ADDRESS(ES) OF ALL OTHER PERSONS, CORPORATIONS, OR FIRMS HAVING A LEGAL OR
EQUITABLE INTEREST IN THE PROPERTY:**

Name(s)

Address(es)

_____	_____
_____	_____

SIGNATURES

I (we) the undersigned certify that the information contained on this application form and the required documents attached hereto are to the best of my (our) knowledge true and accurate. I (we) also agree to reimburse the Cascade Charter Township for all costs, including consultant costs, to review this request in a timely manner. I (we) understand that these costs may also include administrative reviews which may occur after the Township has taken action on my (our) request.

I (we) the undersigned also acknowledge that the proposed project does not violate any known property restrictions (i.e. plat restrictions, deed restrictions, covenants, etc.)

TRENT ALMASSIAN

Owner – Print or Type Name
(*If different from Applicant)

* Trent Almassian

Owner's Signature & Date
(*If different from Applicant)

Applicant – Print or Type Name

Applicant's Signature & Date

PLEASE ATTACH ALL REQUIRED DOCUMENTS NOTED IN THE PROCESS REVIEW SHEET – THANK YOU

Rev. 7/27/21

Trent Almassian
5260 Dayenu Drive SE
Grand Rapids, Michigan 49512
July 15, 2026

Cascade Township Planning Commission
Cascade Township Hall
2865 Thornhills Avenue SE
Grand Rapids, Michigan 49546

Re: Special Use Permit Application — Keyhole Development / Private River Access Easement Parcels on Dayenu Drive SE, Cascade Township, Kent County, Michigan

Dear Members of the Planning Commission,

I write on behalf of myself and my fellow property owners along the Thornapple River on Dayenu Drive SE to respectfully request approval of a Special Use Permit for a “Keyhole Development” pursuant to Section 4.10 of the Cascade Township Zoning Ordinance.

The six parcels involved share approximately 1,200 linear feet of Thornapple River frontage. Three of the six parcels are commonly owned by Jonathan and Mary Borisch. Access to the river from the homes is presently impractical due to a steep, approximately 90-foot bluff between the residential structures and the riverbank. The proposed easement for river access would provide a safe, shared, and tightly regulated drive corridor allowing the property owners to reach the river and maintain private docks. The easement has been reviewed, approved, and executed by all six property owners, but will not be recorded unless and until this Special Use Permit is granted.

Enclosed with this letter, please find:

- This cover letter and narrative
- The executed Agreement for Private River Access Easement with Exhibits A and B
- Signed Owner Authorization Attestations from all six parcel owners
- Special Use Permit Application (with Section 17.06 narrative below)

I and the other property owners are available to appear before the Planning Commission at any scheduled hearing and to provide any additional information the Commission requires. We appreciate the Commission’s time and consideration.

Respectfully submitted,

Trent Almassian
On behalf of all Parcel Owners

CASCADE TOWNSHIP PLANNING COMMISSION

SPECIAL USE PERMIT APPLICATION

Keyhole Development — Private River Access Easement
Pursuant to Section 4.33 and Section 17.06 of the Cascade Township Zoning Ordinance

I. APPLICANT AND PROPERTY OWNER INFORMATION

Lead Applicant: Trent Almassian, 5260 Dayenu Drive SE, Grand Rapids, MI 49512

Trent Almassian is authorized to act as lead applicant on behalf of all property owners listed below, each of whom has executed an Owner Authorization Attestation accompanying this application.

Parcel Owners and Identification:

Parcel 1 & 2 & 6: Jonathan L. Borisch and Mary K. Borisch, husband and wife, 5200 Dayenu Drive SE, Grand Rapids, MI 49512; 41-19-33-200-061, 41-19-33-200-060 and 41-19-27-301-029.

Parcel 3: Thomas L. Borisch and Jessica Borisch, husband and wife, 5292 Dayenu Drive SE, Grand Rapids, MI 49512; 41-19-33-200-059.

Parcel 4: Trent Almassian and Shannon Almassian, husband and wife, 5260 Dayenu Drive SE, Grand Rapids, MI 49512; 41-19-34-101-009.

Parcel 5: Kara Ann Borisch, as Trustee of the Kara Ann Borisch Trust under a trust agreement dated September 19, 2006, 5234 Dayenu Drive SE, Grand Rapids, MI 49512; 41-19-34-101-008.

II. DESCRIPTION OF PROPOSED SPECIAL USE

The applicants seek approval of a Keyhole Development under Section 4.33 of the Cascade Township Zoning Ordinance. The proposed development consists of a private, shared river access easement (the “Easement”) over and across a defined corridor on Parcels 3, providing ingress and egress by persons and vehicles to the Thornapple River for the benefit of the owners of all six Parcels. Four of the six parcels are developed with single family residences.

The six parcels collectively have approximately 1,200 linear feet of frontage on the Thornapple River. Despite this river frontage, access from the residential structures to the water is currently impractical due to a steep bluff of approximately 90 feet in elevation. The Easement corridor, as surveyed and depicted in Exhibit B to the Agreement for Private River Access Easement (prepared by Exxel Engineering, Inc., File No. S241854, dated December 31, 2024), provides a safe graded drive that descends the bluff to the riverbank.

The Easement is non-exclusive, private, and restricted exclusively to the six parcel owners and their guests. It is not open to the general public.

III. SPECIAL USE APPROVAL STANDARDS — SECTION 17.06 NARRATIVE

The following narrative addresses each standard set forth in Section 17.06 of the Cascade Township Zoning Ordinance. The language of each standard is reproduced verbatim, followed by the applicants' response.

Standard (a): Be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the area in which the use is proposed.

The proposed river access easement is entirely consistent with the existing and intended character of the area. The parcels along Dayenu Drive SE are large-lot single-family residential properties bordering the Thornapple River. Private dock and river access improvements are common and expected features of river-adjacent residential properties throughout Cascade Township and Kent County. The Easement does not introduce any commercial activity, industrial use, or change in the residential character of the neighborhood.

The drive corridor follows a natural grade descending the bluff and is designed to be minimally intrusive to the landscape. The Agreement prohibits campfires, picnicking, sunbathing, swimming, electronic devices, and the use of the easement for boat launching. Docks must be maintained in good condition and in strict compliance with Michigan DNR, Kent County, and Cascade Township regulations. These restrictions ensure the riverbank area remains quiet, orderly, and consistent in character with the surrounding residential environment.

Standard (b): Be adequately served by essential facilities and services such as highways, streets, police and fire protection, drainage, refuse disposal, water and sewer facilities and schools.

The proposed Easement serves only the six existing residential parcels that are already fully served by all essential facilities and services. No new structures, residences, or population are introduced by this Special Use. The Easement access drive connects to Dayenu Drive SE, a private drive already used by the parcel owners. Emergency vehicle access to the general area is already provided by existing road infrastructure. No new demands are placed on police, fire, drainage, schools, or utility systems as a result of this Easement.

Standard (c): Not create excessive additional requirements at public cost for public facilities and services.

The proposed Easement creates no public cost whatsoever. It is a private easement for the exclusive use of six identified property owners. All construction, maintenance, and repair costs associated with the Easement — including the access drive, docks, slips, and lift stations — are the sole responsibility of the private property owners pursuant to the Agreement. Assessments for shared maintenance are allocated among owners by parcel on a pro-rata basis. No public funds are required or requested.

Standard (d): Not cause traffic congestion, conflict or movement in greater proportion to that normally prevailing for the use in the particular zoning district.

The Easement will not generate traffic beyond that already produced by the six existing single-family residential properties. Use of the Easement drive is limited to the owners of the six parcels and their guests accessing private docks. The Agreement expressly prohibits regular use of the drive by large trucks. The Easement does not allow boat launching, public access, or any commercial or event-related activity that might generate unusual traffic. The nature and volume of vehicle trips to and from the riverbank will be entirely consistent with normal residential recreational use.

Standard (e): Not involve uses, activities, processes, materials, equipment or conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of noxious or offensive production of noise, smoke, fumes, glare, vibration, odor or traffic.

The proposed Easement involves no industrial processes, mechanical equipment, or operations that produce noise, smoke, fumes, glare, vibration, or odor beyond what is typical of single-family residential recreational riverfront use. The Agreement expressly prohibits electronic devices (radios, stereos, etc.) within the Easement, docks, or boats moored to the docks. Campfires and grills are prohibited. No overnight parking is permitted without a supermajority owner vote.

Docks and lift stations must be constructed and maintained in compliance with all applicable state and local regulations. Any damage caused by an owner or their guests must be promptly repaired at that owner's expense. These restrictions collectively ensure that the Easement does not impose any negative externalities on neighboring properties, the river environment, or the general welfare of the community.

V. OWNER AUTHORIZATION ATTESTATION

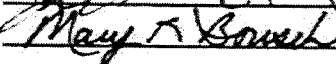
AUTHORIZATION TO ACT AS LEAD APPLICANT

Special Use Permit Application — Keyhole Development / Thornapple River Access Easement

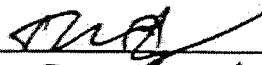
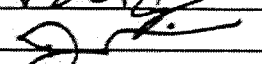
The undersigned property owner hereby acknowledges, consents, and authorizes Trent Almassian to act as lead applicant and representative in connection with the Special Use Permit application filed with the Cascade Township Planning Commission for approval of a Keyhole Development and Private River Access Easement pursuant to Section 4.33 of the Cascade Township Zoning Ordinance.

The undersigned affirms that he/she/they is/are a current owner of the parcel identified below, that the undersigned has reviewed and approved the Agreement for Private River Access Easement and the Special Use Permit application materials, and that the undersigned consents to the submission of this application and the use of the undersigned's property as described therein.

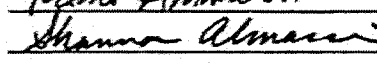
Parcel 1, 2 & 6 — Jonathan L. Borisch and Mary K. Borisch

Signature:  Date: 7-15-2026
Signature:  Date: 7-15-2026

Parcel 3 — Thomas L. Borisch and Jessica Borisch

Signature:  Date: 7-26-26
Signature:  Date: 7-26-26

Parcel 4 — Trent Almassian and Shannon Almassian

Signature:  Date: 7/15/26
Signature:  Date: 7/15/26

Parcel 5 — Kara Ann Borisch, as Trustee of the Kara Ann Borisch Trust

Signature:  Date: 7/15/26
Title/Capacity: Trustee

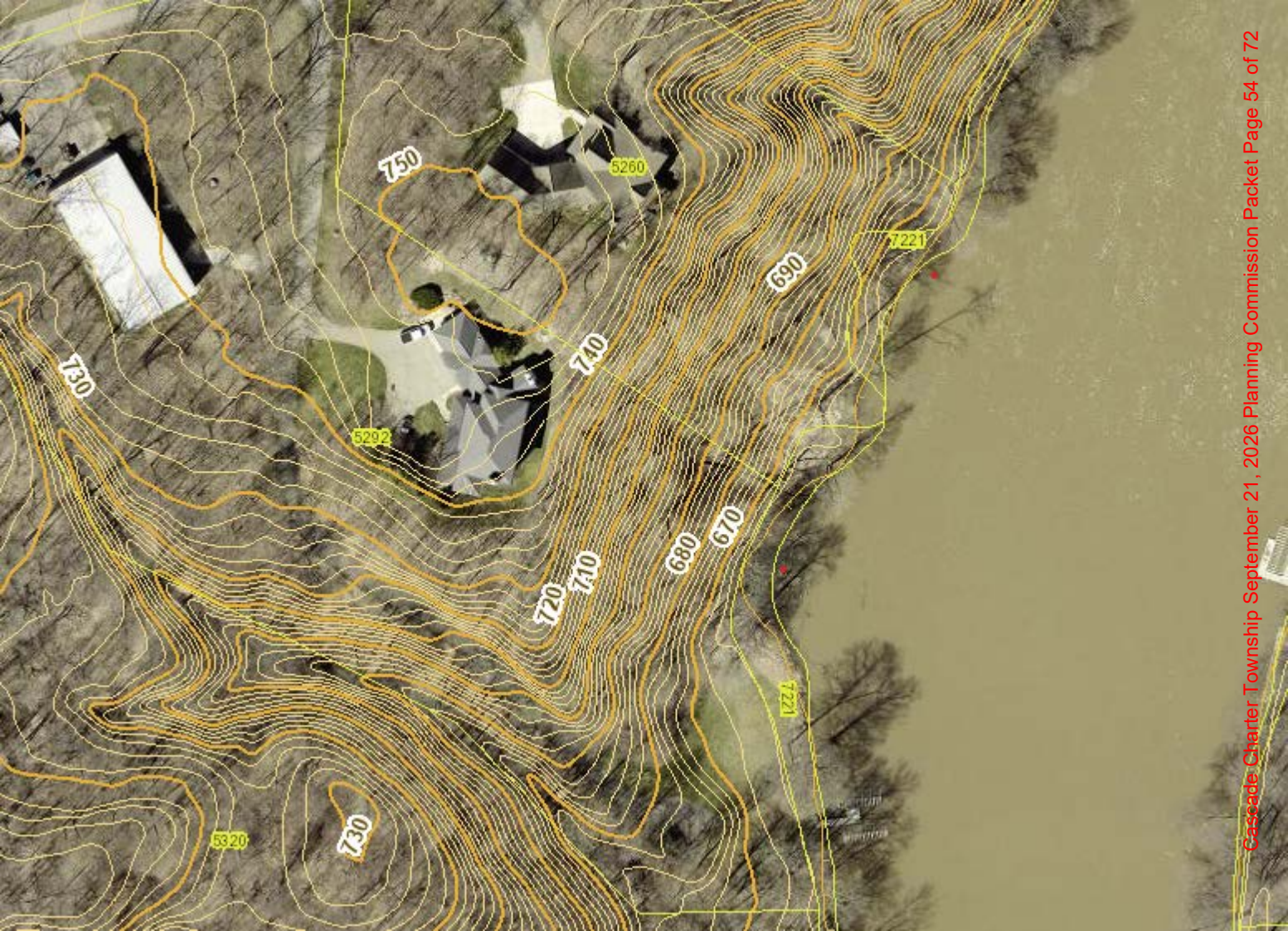


Homes Sharing
Dock

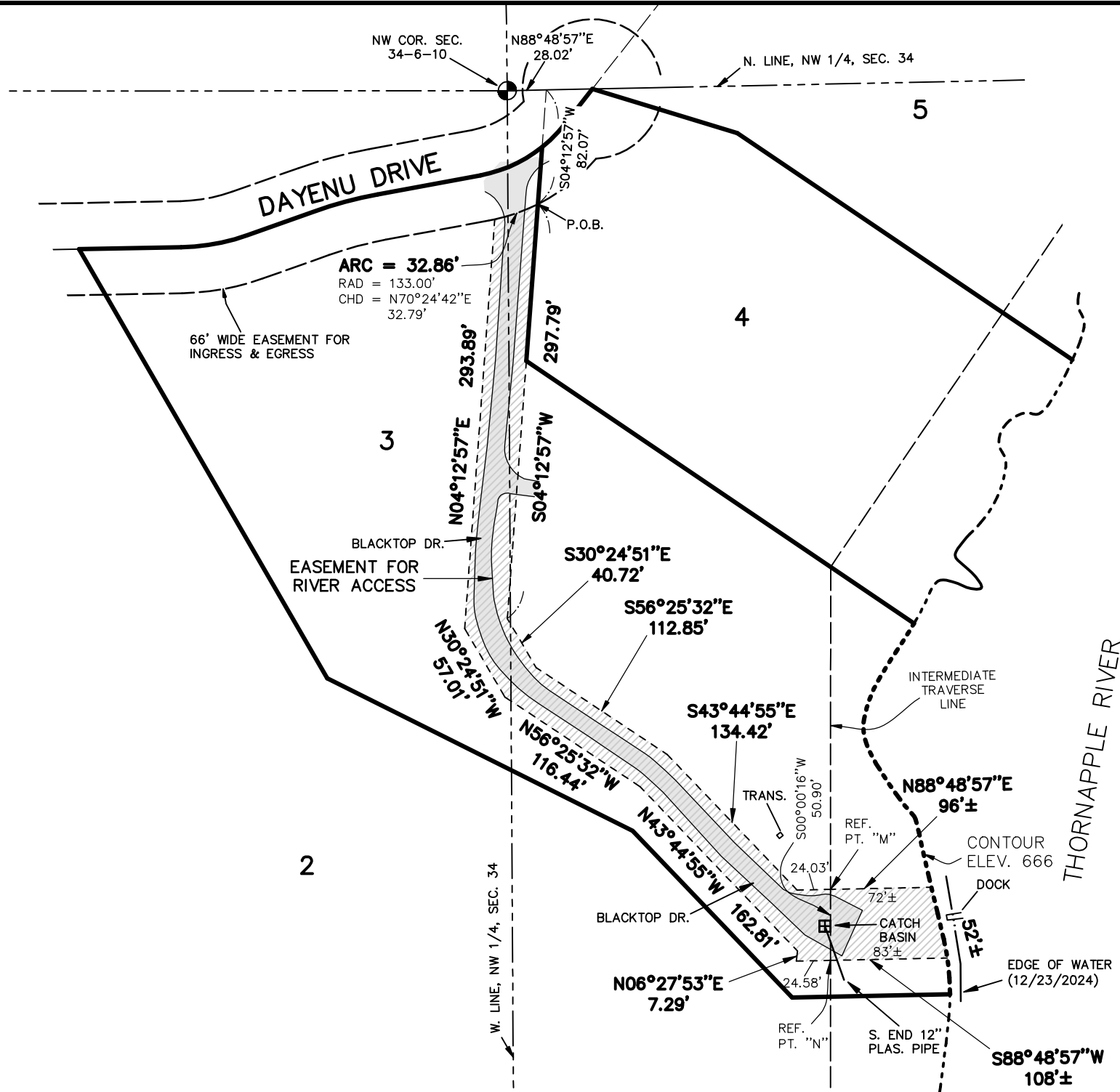
Neighboring Dock
~300ft south

Subject Dock
(Existing)

Neighboring Dock
~1,525 ft north



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Easement Sketch and Description for:

Chaundra Lewis
5260 Dayenu Drive
Grand Rapids, MI 49512

Scale 1" = 100'

D = Deeded dimension
M = Measured dimension
P = Platted dimension

● = Set iron stake
○ = Found iron stake
⊕ = Concrete monument

—x— = Fence line



PAGE 1 OF 2



exxel engineering, inc.
planners • engineers • surveyors
5252 Clyde Park, S.W. • Grand Rapids, MI 49509
Phone: (616) 531-3660 www.exxelengineering.com

FILE NO.: S241854 DATE: 12/31/2024

Agreement for Private River Access Easement

This Agreement for Private River Access Easement ("Agreement") is made as of _____, 2025, between Jonathan L. Borisch and Mary K. Borisch, husband and wife, of 5200 Dayenu Drive SE, Grand Rapids, MI 49512, Kara Ann Borisch, of 5234 Dayenu Drive SE, Grand Rapids, Michigan 49512, as Trustee of the Kara Ann Borisch Trust, under a trust agreement dated September 19, 2006, Thomas L. Borisch and Jessica Borisch, husband and wife, of 5292 Dayenu Drive, SE, Grand Rapids, Michigan 49512 and Trent Almassian and Shannon Almassian, husband and wife, of 5260 Dayenu Drive, SE, Grand Rapids, Michigan 49512 ("Owners").

RECITALS

A. The following Owners currently own the property consisting of six (6) parcels more fully described and depicted on the attached Exhibit A, (individually, "Parcel", collectively, "Parcels" or "Property").

- a. Jonathan L. Borisch and Mary K. Borisch own Parcels 1, 2 and 6.
- b. The Kara Ann Borisch Trust, under a trust agreement dated September 19, 2006, owns Parcel 5.
- c. Trent Almassian and Shannon Almassian own Parcel 4.
- d. Thomas L. Borisch and Jessica Borisch own Parcel 3.

B. The Property is currently subject to the following instruments creating easements and restrictions, all of which are recorded in the office of the Register of Deeds for Kent County, Michigan: Private Sewer System Agreement, recorded July 2, 2009, Document Number 20090702-0061784; Restrictive Covenants, recorded July 2, 2009, Document Number 20090702-0061785; Declaration of Easements, recorded July 2, 2009, Document Number 20090702-0061786, Declaration of Restrictions recorded July 2, 2009, Document Number 20090702-0061787; Easement Agreement, recorded September 14, 2011, Document Number 20110914-0072682;

C. The purpose of this Agreement is to establish an easement in favor of the Parcels for access to the Thornapple River and to provide for the maintenance and use of the access area.

D. This instrument is exempt from transfer tax under Public Act 134 of 1966, MCL 207.505(a) and Public Act 330 of 1993, MCL 207.526(a), being a transfer where the consideration is less than \$100.00.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the covenants of the parties set forth in this Agreement, the parties agree as follows.

1. River Access Easement. For the mutual benefit of the *Parcels*, Thomas L. Borisch and Jessica Borisch, as Owners of Parcel 3, and Jonathan L. Borisch and Mary K. Borisch, as Owners of Parcel 2, hereby grant, convey, establish and declare a non-exclusive easement for ingress and egress for use by persons and vehicles ("Easement") over and across the property described on the attached Exhibit B as "Easement for River Access" within which lies a drive for access to the Thornapple River. The River Access Drive Easement shall be for the beneficial use of the Owners of the *Parcels*, subject to the terms of this Agreement.

2. Division of Parcels. Except with the written consent of all Owners evidenced by an amendment to this Agreement signed by all Owners, no division of any Parcel shall increase the number of parcels benefited by this Agreement, and in the event any of the *Parcels* is divided, only the portion of the parcel that includes the river frontage that the Parcel currently has shall be a Parcel under this Agreement.

3. Decisions. The term "Owners Vote" shall mean the written consent of no fewer than the Owners of 4 of the 6 *Parcels*, one vote per parcel owned. In the event any Parcel is owned by more than one person, the written consent of each of those persons is required, unless, by written instrument, they designate one of such persons as the representative for them. Unless otherwise expressly provided in this Agreement, decisions of the Owners require an Owners Vote.

4. Rules, Regulations and Assessments. Additional Rules and regulations related to use of the Easement and the construction and maintenance of any improvements, such as docks, slips and lift stations may be adopted by an Owners Vote. Owners, by an Owners Vote, may establish reasonable dues and assessments which shall be paid by all Owners upon request on a per Parcel basis in order to pay any reasonable maintenance and repair costs for maintenance of the Easement and any other reasonable costs and expenses associated with the Easement, including, without limitation, the costs of patching, surfacing, and mowing. The share of each Owner shall be determined by dividing the number of *Parcels* owned by each Owner by the total number of *Parcels* owned by all Owners and multiplying that fraction by the total costs, and/or assessment to be paid or incurred. All such assessments may be levied on such a periodic basis as the Owners determine by an Owners Vote and may be based on the reasonable estimation of the costs and expenses to be incurred during the ensuing year.

5. Docks. Each Owner shall have the right to construct and maintain only one dock with a maximum of only one boat slip (with or without lift station), either on the Owner's own parcel, or within the Easement, but not both. Two or more Owners may join to construct and maintain a dock within the Easement that contains up to one boat slip for each such Owner (one per Parcel). But, in any event, no more than one boat slip per parcel shall be permitted. All expenses for the construction and maintenance of docks, slips, lifts and similar improvements shall be paid by the Owner to whom such improvements belong. All docks must be constructed, repaired and maintained by their Owners in good condition and repair and in a condition that does not impose risk or liability on any other Owner(s) and in strict conformance with all applicable regulations of the State of Michigan, Kent County, Cascade Township and any other governmental entity having authority regarding the docks and in strict conformance with any rules adopted by Owners Vote.

6. Miscellaneous Provisions Regarding the Easement.

- a. The Easement shall not be used for launching a boat into the river.

b. No campfires, grills, picnicking, sunbathing, swimming or other activity other than going to the docks and boats shall be permitted within or from the Easement, docks or boats moored to the docks.

c. No electronic device such as, but limited to, radios, stereos, CD players, MP3 players, or boomboxes, shall be utilized within the Easement, docks, or boats moored to the docks.

d. No objects, including skis, clothing, toys, debris, trash containers, etc., will be left on or within the Easement.

e. No overnight parking of automobiles or boat trailers shall be permitted in the Easement without an Owners Vote which must include the consent of the Owner of Parcel 3.

f. No other improvements, including landscaping may be made within the Easement without an Owners Vote which must include the consent of the Owner of Parcel 3.

g. Any damage caused to any improvement within the Easement by an Owner, his or her guests or invitees, shall be repaired at the expense of that Owner. If such an Owner fails to promptly repair the damage, the other Owners may arrange and pay for the repair as any other repair and charge the full amount of the repair to the party responsible under this provision. The Parcel shall be subject to foreclosure as provided below.

h. No large trucks shall be permitted on the Easement on a regular basis.

7. Dues and Assessments. Each Owner shall be personally liable for all dues and assessments levied with regard to the Owner's Parcel during the time the Owner has any ownership interest in each Parcel. If any Owner defaults in paying any assessments, interest at the rate of seven percent (7%) per annum shall be charged on such assessment from the due date thereof and further penalties or proceedings may be instituted by Owners Vote. If such dues or assessments, or any part thereof, are not paid on or before the due date established by Owners Vote, then such payment shall be in default. The Owners may, but need not, report such a default to any mortgagee of record. Any mortgagee of a Parcel may consider a default in the payment of any assessment a default in the payment of its mortgage. Unpaid assessments and any other amount due from an Owner under this Agreement shall constitute a lien upon the Parcel prior to all other liens except tax liens and sums unpaid on a first mortgage of record. The Owners may, by Owners Vote, enforce collection of delinquent assessments or other amount due by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. Each Owner, and every other person, except for a first mortgagee, who from time to time has any interest in the Parcel, shall be deemed to have granted to the other Owners the unqualified right to elect to foreclose such lien either by judicial action or by advertisement (in accordance with the provisions of Chapter 32 of the Michigan Revised Judicature Act, as amended). The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Owners are hereby granted what is commonly known as a "power of sale." Each Owner and every other person, except a first mortgagee, who from time to time has any interest in the Parcel shall be deemed to have authorized and empowered the Owners to sell or to

cause to be sold at public auction the Parcel with respect to which the assessment is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. EACH OWNER ACKNOWLEDGES THAT WHEN HE ACQUIRED TITLE TO HIS PARCEL, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SECTION AND THAT HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE OWNERS TO FORECLOSE BY ADVERTISEMENT THE LIEN FOR NONPAYMENT OF ASSESSMENTS AND A HEARING ON THE SAME PRIOR TO THE SALE OF THE SUBJECT PARCEL. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until ten (10) days have expired after the mailing, by certified mail, return receipt requested and postage prepaid, addressed to the delinquent Owner at his last known address, of a written notice that an assessment, or any part thereof, levied against his Parcel is delinquent and that the Owners may invoke any of their remedies hereunder if the default is not cured within ten (10) days after the date of mailing. A written affidavit of an authorized representative of the Owners that sets forth (a) the affiant's capacity to make the affidavit, (b) the statutory and other authority for the lien, (c) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (d) the legal description of the subject Parcel, and (e) the name of the Owner of record, shall accompany such written notice. Such affidavit shall be recorded in the Office of the Kent County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing the notice. If the delinquency is not cured within the ten (10) day period, the Owners may take such remedial actions as may be available to them hereunder or under Michigan law. In the event the Owners elect to foreclose the lien by advertisement, the Owners shall so notify the Owner, and shall inform him that he may request a judicial hearing by bringing suit against the Owners. The expenses incurred in collecting unpaid assessments or other amounts due, including interest, costs, reasonably attorney's fee (not limited to statutory fees) and advances for taxes or other liens paid by the Owners to protect their lien, shall be secured by the lien on the subject Parcel. In addition, an Owner who is in default in the payment of assessments shall not be entitled to vote on any item under this Agreement so long as the default continues.

If the holder of a first mortgage on a Parcel obtains title to the Parcel by foreclosing the mortgage, accepting a deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale shall not be liable for unpaid assessments chargeable to the Parcel which became due prior to the acquisition of title to the Parcel by such person; provided, however, that such unpaid assessments shall be deemed to be expenses collectible from all of the Owners, including such person, its successors and assigns, and that all assessments chargeable to the Parcel subsequent to the acquisition of title shall be the responsibility of such person as hereinbefore provided with respect to all Owners.

8. Run with the Land; Enforcement. The rights, benefits, obligations and burdens set forth in this Agreement shall be perpetual, run with the respective Parcels and shall be binding upon, inure to the benefit of and be enforceable by the owners of the respective Parcels. Enforcement by owners of the Parcels shall be by any or all lawful means, including legal proceedings in the Kent County Circuit Court or other court(s) having jurisdiction.

9. Governing Law. This Agreement shall be governed in all respects by Michigan Law.

10. Severability. The unenforceability of any term of this instrument shall not affect the enforceability of any of the remaining terms of this instrument.

11. Amendment. This instrument may be amended only by a writing signed by the owners of each of the Parcels.

Jonathan L. Borisch
Jonathan L. Borisch

Mary K. Borisch
Mary K. Borisch

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

BROOKE HEDGECOCK
NOTARY PUBLIC, STATE OF MI
COUNTY OF KENT
MY COMMISSION EXPIRES JUL 7, 2027
ACTING IN COUNTY OF Kent

The foregoing instrument was acknowledged before me February 25, 2025, by Jonathan L. Borisch and Mary K. Borisch, husband and wife.



Brooke Hedgcock

Notary Public, Kent County, MI
My commission expires: July 07, 2027
Acting in Kent County, MI

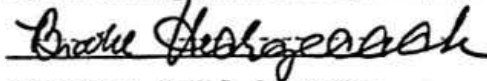


Kara Ann Borisch, Trustee of the
Kara Ann Borisch Trust,
under a trust agreement dated September 19, 2006

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

BROOKE HEDGECOCK
NOTARY PUBLIC, STATE OF MI
COUNTY OF KENT
MY COMMISSION EXPIRES JUL 7, 2027
ACTING IN COUNTY OF Kent

The foregoing instrument was acknowledged before me February 25, 2025, by Kara Ann Borisch, Trustee of the Kara Ann Borisch Trust, under a trust agreement dated September 19, 2006.



Notary Public, Kent County, MI
My commission expires: July 07, 2027
Acting in Kent County, MI




Thomas L. Borisch


Jessica Borisch

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

BROOKE HEDGECOCK
NOTARY PUBLIC, STATE OF MI
COUNTY OF KENT
MY COMMISSION EXPIRES JUL 7, 2027
ACTING IN COUNTY OF Kent

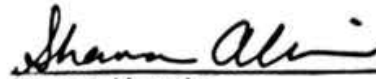
The foregoing instrument was acknowledged before me February 25, 2025, by Thomas L. Borisch and Jessica Borisch, husband and wife.





Notary Public, Kent County, MI
My commission expires: July 07, 2027
Acting in Kent County, MI


Trent Almassian


Shannon Almassian

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

The foregoing instrument was acknowledged before me _____, 2025, by and Trent Almassian and Shannon Almassian, husband and wife.

Notary Public, _____ County, MI
My commission expires: _____
Acting in Kent County, MI

This Instrument Drafted by:
John N. Lewis
12785 Stout Avenue NE
Cedar Springs, MI 49319
(616) 754-0428

DRAFTER HAS NOT EXAMINED TITLE AND MAKES NO REPRESENTATION REGARDING TITLE

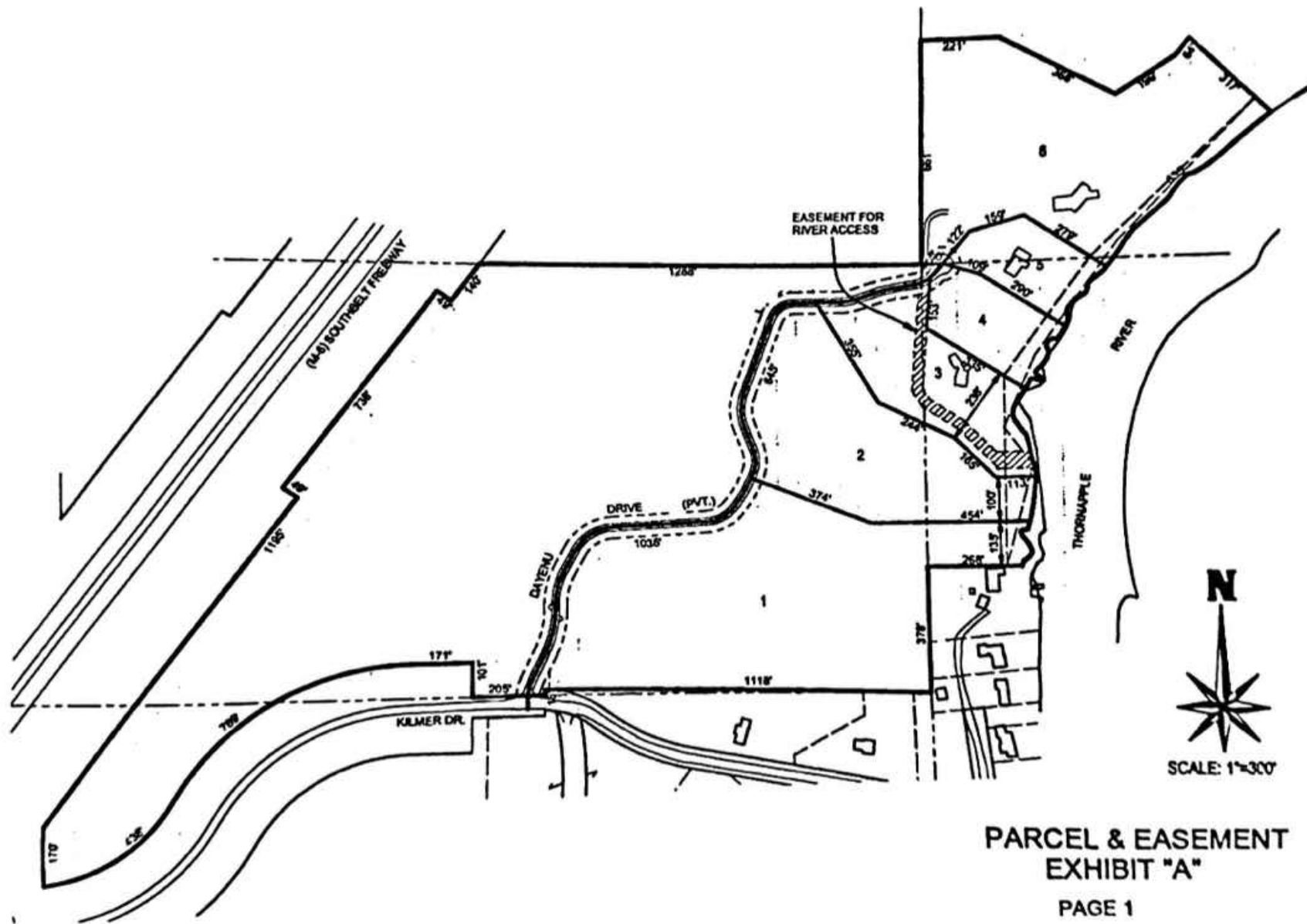


EXHIBIT A, Page 2

Description of Parcel 1:

Part of the NE 1/4 of Section 33 and part of the NW 1/4 of Section 34, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Commencing at the NW corner of said Section 34; thence S00°21'18"E 788.99 feet along the West line of said NW 1/4 to the PLACE OF BEGINNING of this description; thence N88°48'57"E 226.85 feet to Reference Point "Q"; thence N88°48'57"E 67 feet, more or less, to contour elevation 666 on the left bank of the Thornapple River; thence Southerly along said contour line of 666 to its intersection with the South line of the North 924 feet of said NW 1/4; thence S88°48'57"W 42 feet, more or less, to Reference Point "B" (Reference Point "B" is located S00°00'16"W 135.03 feet along an intermediate traverse line from the above described Reference Point "Q"); thence S88°48'57"W 226.00 feet along said South line to the West line of said NW 1/4; thence S00°21'18"E 378.33 feet along said West line to the North line of Thornapple Valley Plat No. 1 (as recorded in Liber 60 of Plats, Page 21, Kent County Records); thence N89°35'06"W 1117.52 feet along said North line; thence S00°24'54"W 16.87 feet to the South line of the North 1/2 of said NE 1/4 of Section 33; thence S89°38'15"W 48.53 feet along said South line; thence Northerly 44.46 feet along a 125.00 foot radius curve to the right the chord of which bears N14°41'08"E 44.22 feet; thence N24°52'28"E 95.55 feet; thence Northerly 129.35 feet along a 300.00 foot radius curve to the left, the chord of which bears N12°31'20"E 128.35 feet; thence N00°10'12"E 23.43 feet; thence Northerly 96.20 feet along a 200.00 foot radius curve to the right, the chord of which bears N13°57'00"E 95.28 feet; thence N27°43'48"E 71.01 feet; thence Northeasterly 138.32 feet along a 135.00 foot radius curve to the right, the chord of which bears N57°04'58"E 132.35 feet; thence N86°26'09"E 273.76 feet; thence Northeasterly 89.48 feet along a 110.00 foot radius curve to the left, the chord of which bears N63°07'53"E 87.04 feet; thence Northeasterly 110.77 feet along a 360.00 foot radius curve to the left, the chord of which bears N31°00'42"E 110.34 feet; thence S68°29'08"E 374.27 feet; thence N88°48'57"E 160.68 feet to the place of beginning. This parcel contains approximately 14.06 acres.

Description of Parcel 2:

Part of the NE 1/4 of Section 33 and part of the NW 1/4 of Section 34, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Commencing at the NW corner of said Section 34; thence S00°21'18"E 487.04 feet along the West line of said NW 1/4 to the PLACE OF BEGINNING of this description; thence S63°27'47"E 97.04 feet; thence S43°44'55"E 165.34 feet; thence N88°48'57"E 27.53 feet to Reference Point "F"; thence N88°48'57"E 86 feet, more or less, to contour elevation 666 on the left bank of the Thornapple River; thence Southerly along said contour line of 666 to its intersection with a line which bears N88°48'57"E from Reference Point "Q" (Reference Point "Q" is located S00°00'16"W 135.03 feet along an intermediate traverse line from the above described Reference Point "F"); thence S88°48'57"W 67 feet to Reference Point "G"; thence S88°48'57"W 387.53 feet; thence N68°29'08"W 374.27 feet; thence Northerly 25.64 feet along a 360.00 foot radius curve to the left, the chord of which bears

EXHIBIT A, Page 3

N20°09'22"E 25.64 feet; thence Northerly 63.49 feet along a 95.00 foot radius curve to the left, the chord of which bears N01°01'54"W 62.32 feet; thence N20°10'44"W 74.91 feet; thence Northerly 109.08 feet along a 153.00 foot radius curve to the right, the chord of which bears N00°01'07"W 106.84 feet; thence N20°06'30"E 242.49 feet; thence Northeasterly 90.04 feet along a 75.00 foot radius curve to the right, the chord of which bears N54°31'59"E 84.73 feet; thence N88°55'28"E 62.79 feet; thence S30°02'43"E 355.41 feet; thence S63°27'47"E 147.44 feet to the place of beginning. This parcel contains approximately 6.91 acres.

Description of Parcel 3:

Part of the NE 1/4 of Section 33 and part of the NW 1/4 of Section 34, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Commencing at the NW corner of said Section 34; thence S00°21'18"E 54.87 feet along the West line of said NW 1/4 to the PLACE OF BEGINNING of this description; thence Northeasterly 28.69 feet along a 100.00 foot radius curve to the left, the chord of which bears N59°34'17"E 28.59 feet; thence S04°12'57"W 153.67 feet; thence S55°54'00"E 263.30 feet to Reference Point "E"; thence S55°54'00"E 72 feet, more or less, to contour elevation 666 on the left bank of the Thornapple River; thence Southerly along said contour line of 666 to its intersection with a line which bears N88°48'57"E from Reference Point "F" (Reference Point "F" is located S00°00'16"W 308.00 feet along an intermediate traverse line from the above described Reference Point "E"); thence S88°48'57"W 86 feet to Reference Point "F"; thence S88°48'57"W 27.53 feet; thence N43°44'55"W 165.34 feet; thence N63°27'47"W 244.48 feet; thence N30°02'43"W 355.41 feet; thence N88°55'28"E 73.29 feet; thence Easterly 48.44 feet along a 150.00 foot radius curve to the left, the chord of which bears N79°40'24"E 48.23 feet; thence N70°25'21"E 50.39 feet; thence Easterly 47.39 feet along a 300.00 foot radius curve to the right, the chord of which bears N74°56'54"E 47.35 feet; thence N79°28'27"E 74.99 feet; thence Easterly 20.39 feet along a 100.00 foot radius curve to the left, the chord of which bears N73°37'55"E 20.36 feet to the place of beginning. This parcel contains approximately 3.84 acres.

Description of Parcel 4:

Part of the NW 1/4 of Section 34, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Commencing at the NW corner of said Section 34; thence N88°48'57"E 60.97 feet along the North line of said NW 1/4 to the PLACE OF BEGINNING of this description; thence S73°06'18"E 108.57 feet; thence S55°54'00"E 229.72 feet to Reference Point "D"; thence S55°54'00"E 60 feet, more or less, to contour elevation 666 on the left bank of the Thornapple River; thence Southwesterly along said contour line of 666 to its intersection with a line which bears S55°54'00"E from Reference Point "E" (Reference Point "E" is located S34°06'00"W 220.00 feet along an intermediate traverse line from the above described Reference Point "D"); thence N55°54'00"W 72 feet to Reference Point "E"; thence N55°54'00"W 263.30 feet; thence N04°12'57"E 153.67 feet; thence Northeasterly 23.33 feet along a 100.00 foot radius curve to the left, the chord of which bears N44°40'15"E 23.27 feet; thence N37°59'17"E 31.84 feet to the place of beginning. This parcel contains approximately 1.89 acres.

EXHIBIT A, Page 4

Description of Parcel 5:

Part of the SW 1/4 of Section 27 and part of the NW 1/4 of Section 34, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Commencing at the NW corner of said Section 34; thence N88°48'57"E 60.97 feet along the North line of said NW 1/4 to the PLACE OF BEGINNING of this description; thence N37°59'17"E 120.08 feet; thence N73°51'01"E 159.08 feet; thence S55°54'00"E 223.57 feet to Reference Point "C"; thence S55°54'00"E 56 feet, more or less, to contour elevation 666 on the left bank of the Thornapple River; thence Southwesterly along said contour line of 666 to its intersection with a line which bears S55°54'00"E from Reference Point "D" (Reference Point "D" is located S34°06'00"W 210.00 feet along an intermediate traverse line from the above described Reference Point "C"); thence N55°54'00"W 60 feet to Reference Point "D"; thence N55°54'00"W 229.72 feet; thence N73°06'18"W 108.57 feet to the place of beginning. This parcel contains approximately 1.69 acres.

Description of Parcel 6:

Part of the SW 1/4 of Section 27 and part of the NW 1/4 of Section 34, T6N, R10W, Cascade Township, Kent County, Michigan, described as: BEGINNING at the SW corner of said Section 27; thence N00°41'05"W 660.59 feet along the West line of said SW 1/4; thence N88°53'25"E 221.00 feet; thence S61°43'35"E 368.00 feet; thence N55°45'25"E 199.00 feet; thence N36°58'25"E 63.96 feet; thence S46°06'35"E 255.00 feet to Reference Point "A"; thence S46°06'35"E 62 feet, more or less, to contour elevation 666 on the left bank of the Thornapple River; thence Southwesterly along said contour line of 666 to its intersection with a line which bears S55°54'00"E from Reference Point "C" (Reference Point "C" is located S44°19'03"W 645.70 feet along an intermediate traverse line from the above described Reference Point "A"); thence N55°54'00"W 56 feet to Reference Point "C"; thence N55°54'00"W 223.57 feet; thence S73°51'01"W 159.08 feet; thence S37°59'17"W 120.08 feet to the South line of said SW 1/4; thence S88°48'57"W 60.97 feet along said South line to the place of beginning. This parcel contains approximately 9.84 acres.



Easement Sketch and Description for: Chaundra Lewis
S260 Dayenu Drive
Grand Rapids, MI 49512

Description of easement for river access:

Part of the NE 1/4 of Section 33 and part of the NW 1/4 of Section 34, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Commencing at the NW corner of said Section 34; thence N88°48'57"E 28.02 feet along the North line of said NW 1/4; thence S04°12'57"W 82.07 feet to the PLACE OF BEGINNING of this description; thence continuing S04°12'57"W 257.79 feet; thence S30°24'51"E 40.72 feet; thence S56°25'32"E 112.85 feet; thence S43°44'55"E 134.42 feet; thence N88°48'57"E 24.03 feet to Reference Point "M"; thence N88°48'57"E 72 feet, more or less, to contour elevation 666 on the left bank of the Thornapple River; thence Southerly 52 feet, more or less, along said contour line of 666 to its intersection with a line which bears N88°48'57"E from Reference Point "N" (Reference Point "N" is located S00°00'16"W 50.90 feet along an intermediate traverse line from above described Reference Point "M"); thence S88°48'57"W 83 feet, more or less, to Reference Point "N"; thence S88°48'57"W 24.58 feet; thence N06°27'53"E 7.29 feet; thence N43°44'55"W 162.81 feet; thence N56°25'32"W 116.44 feet; thence N30°24'51"W 57.01 feet; thence N04°12'57"E 293.89 feet; thence Easterly 32.86 feet along a 133.00 foot radius curve to the left, the chord of which bears N70°24'42"E 32.79 feet to the place of beginning.

EXHIBIT B

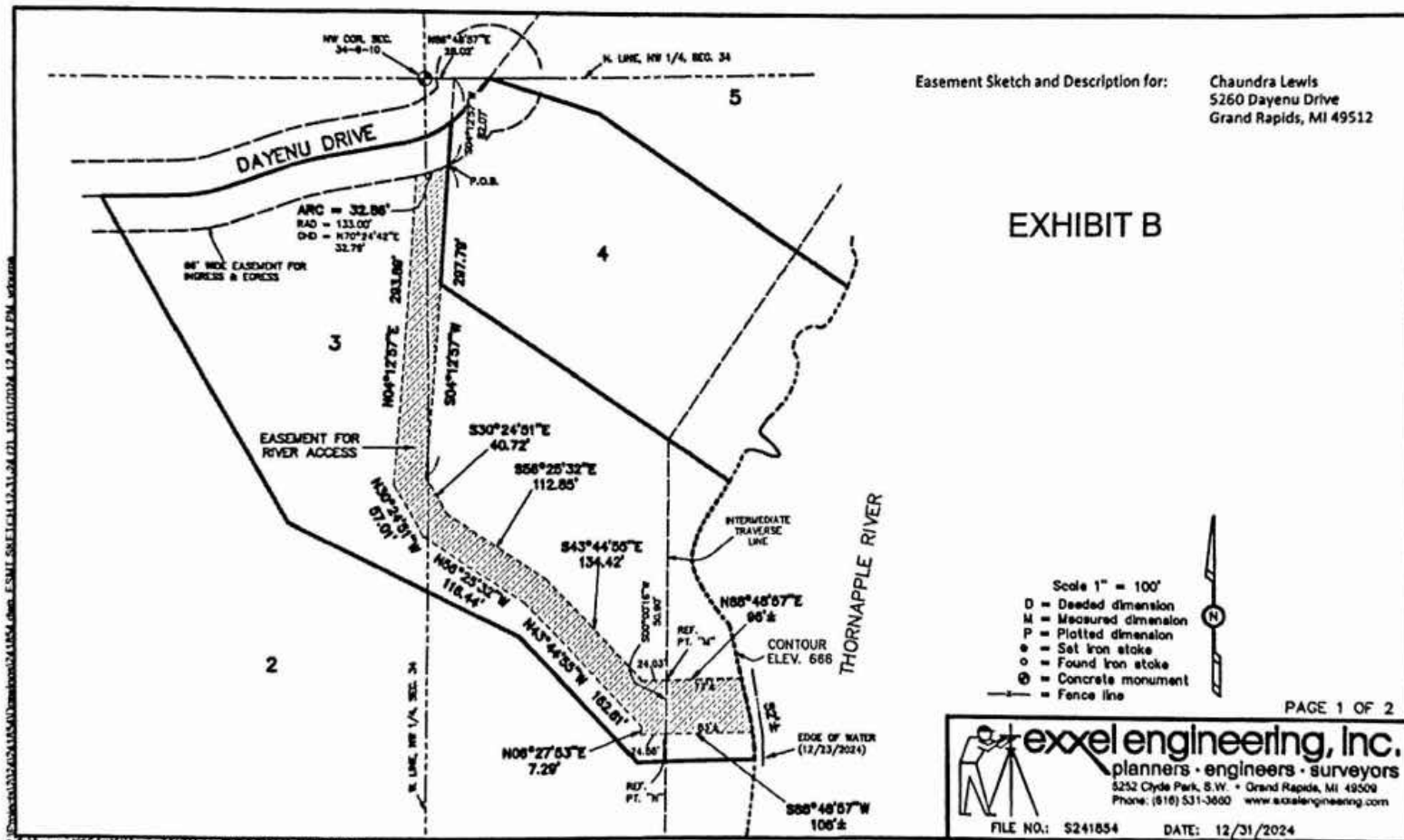
PAGE 2 OF 2



excel engineering, Inc.
 planners • engineers • surveyors
 6232 Clyde Park, S.W. • Grand Rapids, MI 49509
 Phone: (616) 521-3800 www.excelengineering.com

FILE NO.: S241854

DATE: 12/31/2024



keyhole ordinance. This amendment would not pertain to a new development.

Chairman Waalkes said he views the amendment as if he were a back-lot owner, pre-dated to 1995, who had a ramp that filled with sediment overtime. He would want to remove the old ramp and sediment and rebuild what is there and should be able to do so. Planning Director Peterson also noted that if the ramp were constructed, the Planning Commission would have to review the project. He also noted that the only reason the 1995 date is included in the documentation is because the Township did not want to take away anyone's rights to river access when the ordinance was developed. This amendment provides a procedure for a group to apply for a permit to use existing access. Member Pennington believes the access would be primarily for walking to your vehicle once or twice a year, the boat would stay in the water at the existing dock.

Member Williams questioned that if she owned property on the river but could not access the river due to a steep slope, could she ask her neighbor for the use of his ramp or dock? Planning Director Peterson said that technically, that is illegal today and this has been a concern of CTRA. The amendment would provide a way to avoid that problem and strengthen the ordinance as it is written today.

Member Williams asked if an association could request access to a ramp from another association, would they have to request a Special Use? Planning Director Peterson stated that is what this amendment would do.

Member Pennington motioned to open the Public Hearing supported by Member McCarthy. All in favor, motion carried. The Public Hearing was opened.

Chairman Waalkes noted that Staff did not receive any letters or phone calls pertaining to this case and invited Public comments.

Ned Quinn, 7382 Whispering Ridge SE and is current president of CTRA, wanted to address Member Sperla's concerns with no mooring and no dock. The idea is to put it in during the spring and remove it in the fall and the location has to be designated. Currently the ordinance allows for day use if a property owner grants the right. This amendment is for property owners who have a right to put a boat in the water the term of the summer. This solves ninety-five percent of their issues. He has seen people add ramps in their backyards and so forth and they want to stop having new ramps built.