

**CASCADE CHARTER TOWNSHIP  
PLANNING COMMISSION**

**MONDAY, April 7, 2025  
6:00 PM**

**ARTICLE 8.**

**Case #25-3881 – Public Hearing**

**ADDITIONAL DOCUMENTS  
SUBMITTED PRIOR TO MEETING**

**LETTER FROM PROPERTY OWNER**

April 3, 2025

Andrea Hendrick

5920 Tahoe Dr. SE

Grand Rapids, MI 49546

Dear Ms. Hendrick:

I am writing pursuant to our phone conversation this morning regarding the rezoning of my property, case number 25-3881. I want to thank you for taking the time to talk to me, and I look forward to getting the documents you promised to send me.

I received my Notice of Public Hearing at 1:30pm PDT (in Arizona) on April 2, 2025. Today is the first day that I can respond to the rezoning. I view the rezoning as a downzoning and I oppose it. However, with more information, I may reconsider my opposition. As you could tell in our conversation, I had not thought through the matter totally (for example, my questions about the Master Plan and my consideration of lot size allowable in the Agricultural Rural Preservation District). Those were two thoughts off the top of my head during our conversation. I give them as examples of what I call “noodling”: thinking through the problem.

My basic appeal to you is that I have only three days to develop a reasonable position and present it to the Planning Commission. I have recently had a heart attack, and I’m not sure I could even fly to GR in time for the meeting. I spent \$ 22,250 on 10-31-24 as required for soil and sedimentation control required by Kyler Marble of the Kent County Road Commission. I attach the operative permits from the Road Commission and from EGLE.

I believe that having an approved PUD makes my land more valuable than if it were zoned ARP. But I’d like to investigate whether this is true. As such, I’d like you to advocate for postponing the Planning Commission Hearing on my land until June of 2025. This will give me time to prepare a proper presentation to the Planning Commission if I decide that the downzoning negatively affects my land value. Whether I am given a clean bill of health from the Road Commission and EGLE would be good to know, and I won’t know that until May 1. This PUD-97 has been in place since 2018 and I believe that another couple of months will not make much difference to the Cascade Township Board.

Respectfully submitted,

James Wickstra, sole member of Cascade One, LLC



## Kent County Road Commission

October 23, 2024

Cascade One LLC  
7117 W Clay Rd  
New Era, MI 49446

**RE: Soil Erosion and Sedimentation Control Permit #18-512  
Residential Development- Blackhawk Phase #1 / 1701 Spaulding Ave  
Cascade Township, Section 6 Kent County**

To whom it may concern:

This letter is written to extend this soil erosion and sedimentation permit until May 1, 2025 in order to complete the project and to establish growth in all disturbed areas. All requirements remain the same as stated on the permit issued on October 2, 2018.

Sincerely,

Amy Koets  
Engineering Department

Kyler Marble Inspector

*Working to keep Kent County moving*

1900 4 Mile Rd NW Walker, MI 49544 | (616) 242-6900 | [kentcountyroads.net](http://kentcountyroads.net)



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF  
ENVIRONMENT, GREAT LAKES, AND ENERGY  
LANSING



PHILLIP D. ROOS  
DIRECTOR

November 13, 2024

**Cascade One LLC**

SUBJECT: NPDES Permit No. **MIR118264**  
**Designated Site Name: Cascade-Meadows of Abbeydale**  
Authorization to Discharge Stormwater from Construction Activities under the National  
Pollutant Discharge Elimination System (NPDES)

This is to acknowledge that the Department of Environment, Great Lakes, and Energy (EGLE) received your complete request for extension **October 23, 2024**. On **August 20, 2024**, you became authorized, under NPDES, to discharge stormwater from your construction activities at **Meadows of Abbeydale; 1701 Spaulding Ave NE, Grand Rapids, MI 49546**. The NPDES permit number for this site is **MIR118264**. Please refer to this number in all future correspondence with EGLE concerning this permit.

**PLEASE NOTE:** The authorization to discharge stormwater pursuant to the provisions of Michigan's Permit-by-Rule expires on **May 1, 2025**, consistent with the expiration of the Soil Erosion and Sedimentation Control (SESC) permit **#18-512** issued by the local agency. **Notice of Coverage (NOC) authorization may be extended or modified prior to expiration by submitting an NOC Renewal request via EGLE's MiEnviro Portal system, along with a copy of the renewed and/or extended SESC permit.** The MiEnviro Portal Web site is located at <https://MiEnviro.Michigan.gov>. You may renew this permit as many times as needed through **August 19, 2029**. If this authorization expires or your project is not completed within this 5-year period, a new administratively complete NOC (including the fee) must be submitted to obtain stormwater authorization.

Please be advised that the authorization to discharge requires that the soil erosion and sedimentation controls be under the supervision of a state-certified stormwater operator. A copy of Michigan's Permit-by-Rule can be found on EGLE's Web site at <https://www.michigan.gov/eglestormwater>. These requirements must be followed during the entire period of your stormwater discharge authorization.

The issuance of this permit does not authorize violation of any federal, state, or local laws or regulations, nor does it obviate the necessity of obtaining such permits, including any other DEQ permits, or approvals from other units of government as may be required by law.

A Notice of Termination (NOT) must be submitted to EGLE once the construction site is completely stabilized. The NOT form is available in and submitted via MiEnviro Portal.

If you have any questions about your authorization to discharge storm water, please contact your compliance person, Brandie Stefanski at 616-401-2352, or [stefanskib@michigan.gov](mailto:stefanskib@michigan.gov). For questions regarding renewing your NOC, or a New NOC application, please contact Tiffany Wilson, Permits Section, Water Resources Division, at 517-256-1425, or [wilsont15@michigan.gov](mailto:wilsont15@michigan.gov).

Sincerely,

Christe Alwin, Supervisor  
Stormwater Permits Unit  
Permits Section  
Water Resources Division

**CASCADE CHARTER TOWNSHIP  
PLANNING COMMISSION**

**MONDAY, April 7, 2025  
6:00 PM**

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SUBMITTED PRIOR TO MEETING**

**LETTER FROM NEIGHBOR**



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**Re: Planning meeting 4-7-25**

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**From** Andrew Bsharah <ajbsharah0912@yahoo.com>  
**Date** Mon 4/7/2025 3:29 PM  
**To** Andrea Hendrick <AHendrick@cascadetwp.com>

Thanks!

Sent from my iPhone

On Apr 7, 2025, at 2:58 PM, Andrea Hendrick <AHendrick@cascadetwp.com> wrote:

Andrew,

I will make sure the Planning Commission has them and I will share them on the screen tonight. Thanks for reaching out.

**Andrea Hendrick**

Community Planning & Development Director

Cascade Charter Township

5920 Tahoe Dr. SE

Grand Rapids MI 49546

Cell: 616-980-5867

[ahendrick@cascadetwp.com](mailto:ahendrick@cascadetwp.com)

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**From:** Andrew Bsharah <ajbsharah0912@yahoo.com>  
**Sent:** Monday, April 7, 2025 1:55 PM  
**To:** Andrea Hendrick <AHendrick@cascadetwp.com>  
**Subject:** Fwd: Planning meeting 4-7-25

Hi Andrea,

I wanted to send these along to see if you could please provide them to the planning commission for tonight's meeting. I intend on speaking on 1701 Spaulding and these are some reference materials. If these are too late to include in the packet, I completely understand. I just want them to be able to be referenced by the commission somehow.

Thanks!

A.J. Bsharah  
4810 Cavalcade Dr

<image0.jpeg>

<image1.jpeg>

<Path1.jpg>

<Path3.jpg>



263.9 ft



739.8 ft





3241  
7, 2  
240/120  
25

<b>201809270076056</b>		
Electronic Recording	Pages: 6	12:44PM
Lisa Posthumus Lyons	09/27/2018	SEAL
Kent Cnty MI Rgstr		
CONSIDERATION	\$0.00	
COUNTY TAX	\$0.00	
STATE TAX	\$0.00	
TOTAL TAX	\$0.00	

**PATH EASEMENT AGREEMENT**

This easement agreement (the Agreement) is entered into on the 17<sup>TH</sup> day of ~~August~~ <sup>SEPTEMBER</sup> 2018 between Graystone Homes, LLC, a Michigan limited liability company whose address is 7114 Gladys SE, Grand Rapids, MI 49546 (Grantor), and Cascade One, LLC, a Michigan limited liability company whose address is 2925 Hillcrest Drive, New Era, MI 49446 (Grantee), on the terms and conditions set forth below:

RECITALS

- A. Grantor owns land in Cascade Township, Kent County, Michigan and legally described on the attached and incorporated Exhibit A (the “Grantor Parcel”).
- B. Grantee owns adjacent land in Cascade Township, Kent County, Michigan and legally described as on the attached and incorporated Exhibit B (the “Grantee Parcel”), on which a site condominium project is to be developed.
- C. Grantor and Grantee intend for the construction of a bike path across that portion of the Grantor’s Parcel shown on the attached Exhibit A (the “Easement Area”) to connect with a bike path to be constructed across the Grantee’s Parcel.

NOW THEREFORE, the Grantor and Grantee covenant and agree as follows:

1. **Grant of Easement.** Grantor hereby conveys and grants to Grantee, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of way (the “Easement”) over, along, across and upon the Easement Area, together with the right of ingress and egress to, from and over the Easement Area for the purpose of constructing and maintaining a bike path and related improvements. This Easement is for the benefit of the general public to provide bicycle and pedestrian access over and across the Easement Area.
2. **Construction, maintenance, improvement, repair, and removal of snow and ice.** Grantee shall install the bike path within the Easement Area and shall maintain, repair, replace and snowplow the path within the Easement Area as necessary. The easement rights of the Grantee shall include, but not be limited to, the right to enter upon

the same for the purpose of constructing, maintaining, repairing and replacing of the path and/or other improvements within the Easement Area.

3. **Noninterference.** No building or construction of any kind or nature will be placed upon the easement without the prior written consent of the Grantee. Grantor shall not do anything within the Easement Area which would interfere with the use of the easement by the public or Grantee, or interfere with the Grantee's rights under this agreement.

4. **Covenants Running with the Land/Assignment.** The parties to this Agreement acknowledge and agree that the Easement and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

5. **Consideration.** This Easement is given for good and valuable consideration, the receipt of which is acknowledged by Grantor.

**This easement has been given for a consideration of less than One Hundred Dollars (\$100), and accordingly is exempt from the Michigan real estate transfer tax under MCL 207.526(a) and MCL 207.505(a).**

6. **Indemnification.** Grantee agrees to indemnify and hold harmless Grantor from any and all claims, debts, causes of actions, or judgments for any damage to any property or injury to any person that may arise out of Grantee's actions within, use of, or around the Easement Area, by themselves, their agents, employees, representatives, and contractors.

7. **Entire agreement.** This Agreement contains the entire understanding of the parties regarding the conveyance of this Easement and the parties acknowledge that there have been no representations or understandings other than those expressly set forth in this Agreement. This Agreement may not be modified except by a written document signed by both parties.

8. **Severability.** If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

9. **Jurisdiction and venue.** Any disputes under this conveyance shall be subject to the laws of the state of Michigan and venue for any disputes shall lie in Kent County, Michigan.

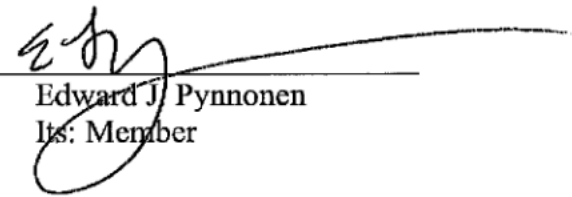
**10. Counterparts.** This Agreement may be executed by the parties in any number of separate counterparts and all such counterparts so executed constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

GRANTOR:

GRANTEE:

Graystone Homes, LLC,  
a Michigan limited liability company

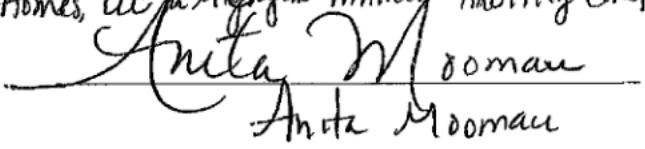
Cascade One, LLC, a Michigan  
limited liability company

By:   
Edward J. Pynnonen  
Its: Member

By: \_\_\_\_\_  
James P. Wickstra, President  
Kronos Corporation, a  
Michigan corporation  
Its: Manager

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF KENT        )

Acknowledged before me on this 17<sup>th</sup> day of September, 2018, by Edward J. Pynnonen, Member of Graystone Homes, LLC a Michigan limited liability company.

  
Anita Moomau

Notary Public, Kent County, Michigan  
My commission expires: 3-10-2020  
Acting in Kent County

**10. Counterparts.** This Agreement may be executed by the parties in any number of separate counterparts and all such counterparts so executed constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

GRANTOR:

GRANTEE:

Graystone Homes, LLC,  
a Michigan limited liability company

Cascade One, LLC, a Michigan  
limited liability company

By: \_\_\_\_\_  
Edward J. Pynnonen  
Its: Member

By: James P. Wickstra  
James P. Wickstra, President  
Kronos Corporation, a  
Michigan corporation  
Its: Manager


STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF KENT        )

Acknowledged before me on this \_\_\_\_ day of August, 2018, by Edward J. Pynnonen.

\_\_\_\_\_  
Notary Public, Kent County, Michigan  
My commission expires: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF ~~KENT~~     )  
                                  OCEANA

Acknowl before me on this 17<sup>TH</sup> day of SEPTEMBER, 2018 by James P. Wickstra,  
President of Kronos Corporation., a Michigan corporation, the Manager of Cascade One,  
LLC, a Michigan limited liability company.

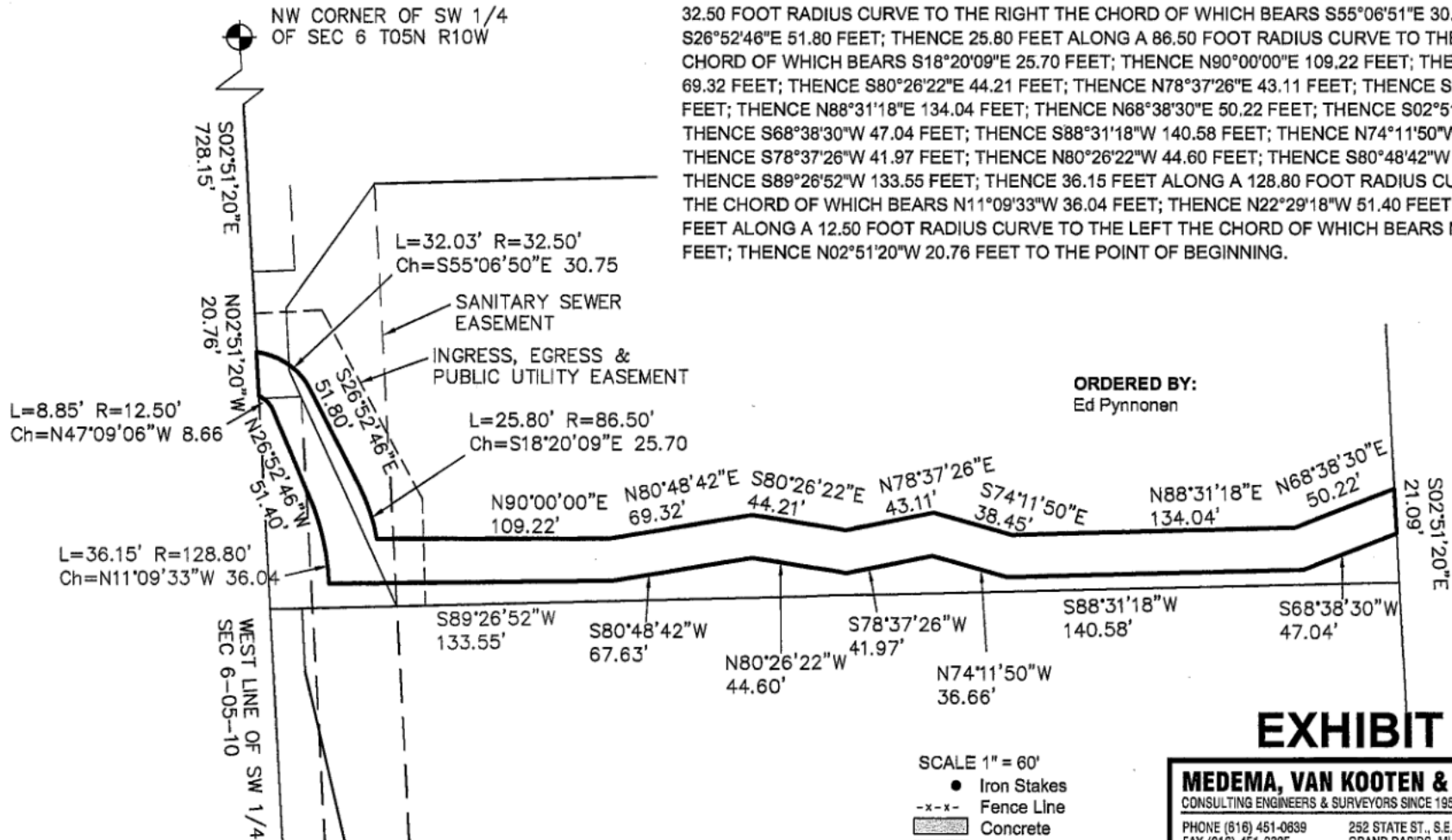
  
\_\_\_\_\_  
Eisa Kute  
OCEANA  
Notary Public, ~~Kent~~ County, Michigan  
My commission expires: 12-26-19

Prepared by and after recording return to:  
Steven A. Cook  
1015 Parchment Dr. SE  
Grand Rapids, MI 49546

*ppc*

### LEGAL DESCRIPTION

THAT PART OF THE SW 1/4 OF SECTION 6, T5N, R10W, CASCADE TOWNSHIP, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SW 1/4; THENCE S02°51'20" E 735.78 FEET ALONG THE WEST LINE OF SAID SW 1/4 TO THE POINT OF BEGINNING; THENCE 32.03 FEET ALONG A 32.50 FOOT RADIUS CURVE TO THE RIGHT THE CHORD OF WHICH BEARS S55°06'51"E 30.75 FEET; THENCE S26°52'46"E 51.80 FEET; THENCE 25.80 FEET ALONG A 86.50 FOOT RADIUS CURVE TO THE RIGHT THE CHORD OF WHICH BEARS S18°20'09"E 25.70 FEET; THENCE N90°00'00"E 109.22 FEET; THENCE N80°48'42"E 69.32 FEET; THENCE S80°26'22"E 44.21 FEET; THENCE N78°37'26"E 43.11 FEET; THENCE S74°11'50"E 38.45 FEET; THENCE N88°31'18"E 134.04 FEET; THENCE N68°38'30"E 50.22 FEET; THENCE S02°51'20"E 21.09 FEET; THENCE S68°38'30"W 47.04 FEET; THENCE S88°31'18"W 140.58 FEET; THENCE N74°11'50"W 36.66 FEET; THENCE S78°37'26"W 41.97 FEET; THENCE N80°26'22"W 44.60 FEET; THENCE S80°48'42"W 67.63 FEET; THENCE S89°26'52"W 133.55 FEET; THENCE 36.15 FEET ALONG A 128.80 FOOT RADIUS CURVE TO THE LEFT THE CHORD OF WHICH BEARS N11°09'33"W 36.04 FEET; THENCE N22°29'18"W 51.40 FEET; THENCE 8.85 FEET ALONG A 12.50 FOOT RADIUS CURVE TO THE LEFT THE CHORD OF WHICH BEARS N47°09'07"W 8.66 FEET; THENCE N02°51'20"W 20.76 FEET TO THE POINT OF BEGINNING.



ORDERED BY:  
Ed Pynnonen

## EXHIBIT "A"

- SCALE 1" = 60'
- Iron Stakes
  - x-x- Fence Line
  - ▨ Concrete
  - ▨ Asphalt Pavement

**MEDEMA, VAN KOOTEN & ASSOCIATES**  
 CONSULTING ENGINEERS & SURVEYORS SINCE 1955

PHONE (616) 451-0639 252 STATE ST., S.E.  
 FAX (616) 451-9225 GRAND RAPIDS, MI 49503  
 www.mvkengineering.com

**MVK**

DATE: 08-09-18

This Survey was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.