



PETITION FOR NONUSE VARIANCE
HOLLAND CHARTER TOWNSHIP ZONING BOARD OF APPEALS

353 North 120th Avenue · Holland, MI 49424 · Phone: 616.395.0151 · www.hct.holland.mi.us

To the Petitioner: A nonuse variance (also known as a dimensional variance) is a variance granted upon showing of "practical difficulty" created by a dimensional requirement in a zoning ordinance. If granted, the variance is a license to violate the zoning law. Dimensional variances typically involve setbacks, height limitations, bulk, lot area and other numerical standards in an ordinance.

The Michigan Courts have set standards to be used when considering nonuse variances. These standards require the petitioner to demonstrate a "practical difficulty" unique to the property - not the petitioner - in order to qualify.

Please print or type:

Applicant's Name: Kevin Nash Phone: [REDACTED]
Applicant's Address: 10593 James Street E-mail: [REDACTED]

Property Address: 10671 Chicago Drive

Parcel Number: 70 - 16 - 23 - 226 - 010 Zoning: R-2

Owner's Name: FPH, LLC Phone: [REDACTED]

Owner's Address: 10965 Paw Paw Drive E-mail: [REDACTED]
Holland, MI 49424

Ordinance Section Number(s) Relative To This Appeal: 8.2 B.1, 8.2 B.2, 8.2 B.3.a, 8.2 B.3.c, 4.3B

Provide a Brief Description of Your Request: The applicant requests non-use variances to permit a reduced private street/access easement width and associated frontage relief across a Consumers Energy owned parcel, allowing shared aces to serve an existing residence and one additional single-family lot. The request is necessitated by unique third-party ownership and access restrictions not created by the applicant. The proposed land division represents the minimum relief necessary, improves and existing 4:1 lot depth to width nonconformity, and results in a development pattern more consistent with the intent of the Zoning ordinance.

Standards for Granting of Variance. No variance in the provisions or requirements of this ordinance (Zoning Ordinance) shall be authorized by the Zoning Board of Appeals unless it is found from the evidence that all the following conditions exist:

1. That compliance with the Zoning Ordinance would result in practical difficulties due to exceptional, extraordinary, or unique characteristics or conditions of the land or lot of record, including but not limited to:
 - a. Exceptional narrowness of the width or depth of a lot of record, or an irregular shape.
 - b. Exceptional natural or topographic features located on the lot of record, such as steep slopes, water, existing significant trees, or other unique or extreme physical conditions of the land.
 - c. Extraordinary location of an existing building or structure that allows no other practical or feasible location for expansion because of exceptional features of the land.
 - d. Other exceptional or extraordinary dimensional conditions or characteristics of land or lot of record.
2. That the unusual circumstances do not apply to most other lots of record in the same manner or to the same extent to other lots of record in the same zoning district.
3. That the variance is necessary for the preservation and enjoyment of a substantial property right. The possibility of increased financial return shall not of itself be deemed sufficient to warrant a variance.
4. That the granting of the variance will not be of substantial detriment to adjacent and nearby land uses and properties.
5. That the applicant shall not have created the problem for which the variance is being sought.
6. That the granting of the variance will not be contrary to the public interest and that the spirit of this ordinance shall be observed, public safety secured, and substantial justice done for both the applicant and other property owners in the district.

Describe how this petition meets all of the above conditions (attach additional sheets as necessary):

Please see attached: _____

A filing fee of \$400.00 must be submitted along with nine (9) complete copies of: this form, related documentation, and the site plan including an electronic copy of the site plan on CD or other file sharing device. This petition must be submitted as least four (4) weeks before the scheduled hearing date. Incomplete applications will not be scheduled for a hearing.

You or your authorized agent must be present at the hearing to present your petition. You will be notified as to the date and time. Your neighbors within 300 feet will also be notified concerning your hearing.

Property Owners Certification

I hereby certify that I am the owner of the above-described property and have authorized the applicant to seek this variance on my behalf. I further understand that conditions and restrictions may be placed upon this property by the Holland Township Zoning Board of appeals and hereby agree to conform to and abide by any and all such conditions.

I further agree and authorize representatives from Holland Charter Township to enter my property in order to review the particulars of my request.

Property Owner's Signature:  Date: 4/28/26

OFFICE USE ONLY:

Zoning Board of Appeals – Non-Use Variance Request Summary

Zoning Context and Proposal

The subject property is zoned R-2 Moderate Density Residential. The applicant proposes a land division to create one additional single-family residential lot, a use permitted by right within the zoning district. All applicable dimensional standards are met except for private street access and frontage requirements, which are constrained by an intervening parcel owned by Consumers Energy separating the property from Chicago Drive. Consumers Energy controls the access easement and will not permit public street dedication or a wider easement.

Applicable Zoning Standards and Compliance

Lot Dimensional Standards (Chapter 4):

- Front Yard Setback: 35 feet required (Section 4.3, Table 4.3B). Existing residence setback is a lawful pre-existing nonconformity and is not expanded or intensified.
- Side Yard Setback: 7 feet required and satisfied (Table 4.3B).
- Rear Yard Setback: 25 feet required and satisfied (Table 4.3B).
- Minimum Lot Width: 64 feet required and satisfied (Section 5.2 – R-2 District Standards).

Access and Private Street Standards (Section 8.2):

- Private Street Easement Width: 66 feet required (Section 8.2.B.1).
- Required Lot Frontage via Private Street: Section 8.2.B.2.
- Private Street Paving Width: 22-foot paved surface required (Section 8.2.B.3.a).
- Private Street Construction Specifications: Section 8.2.B.3.c.

Requested Non-Use Variances

Variance 1 – Private Street Easement Width (Section 8.2.B.1): Relief is requested from the 66-foot private street easement width to permit a 22-foot access and utility easement across the Consumers Energy parcel. This represents the minimum relief necessary to provide legal access, utilities, and emergency services and is necessitated by third-party ownership beyond the applicant's control.

Variance 2 – Lot Frontage via Easement (Section 8.2.B.2): Relief is requested to allow required lot frontage to be satisfied through a shared access easement in lieu of a fully compliant private street right-of-way. Strict compliance is impractical due to access limitations imposed by the intervening utility-owned parcel.

Variance 3 – Private Street Paving Width (Section 8.2.B.3.a): Relief is requested from the requirement for a 22-foot paved private street surface due to constrained easement width. The

driveway will serve limited residential traffic and remain adequate for emergency and service access.

Variance 4 – Private Street Construction Specifications (Section 8.2.B.3.c): Relief is requested from full private street construction standards given the reduced easement width, residential scale, and low traffic volumes.

Variance 5 – Front Yard Impact from Private Street Easement (Section 4.3, Table 4.3B): Relief is requested where establishment of the private street easement would be interpreted as creating a front yard condition for an existing legally nonconforming structure. The existing condition is unchanged by the proposal.

Additional Zoning Consideration

The proposed land division reduces an existing nonconformity related to the ordinance's maximum 4:1 lot depth-to-width ratio (Section 5.2), resulting in more balanced and conforming lot geometry.

Response to Standards for Granting of a Non-Use Variance

Practical Difficulty: The subject property is separated from Chicago Drive by an intervening Consumers Energy parcel, creating exceptional access constraints not typical of R-2-zoned properties. Consumers Energy will not permit public street dedication, additional access points, or an easement width sufficient to meet private street standards. Compliance with the ordinance is therefore physically impractical, not merely inconvenient.

Unique Circumstances: The access limitations affecting the property are site-specific and uncommon within the zoning district. Most nearby parcels possess direct frontage or can establish compliant access without reliance on a utility-owned intervening parcel.

Preservation of Substantial Property Right: The requested variances are necessary to allow reasonable single-family residential use consistent with zoning intent. Without relief, third-party access constraints would preclude the creation of a buildable lot despite compliance with permitted use, density, and area standards.

No Substantial Detriment: Approval of the variances will not negatively impact adjacent properties or neighborhood character. The proposal results in only one additional single-family residence and does not create new public access points or traffic impacts.

Not Self-Created: The hardship arises from historic parcel configuration and utility ownership predating current ownership. The applicant did not create or exacerbate the access constraints.

Public Interest: Granting the variances is consistent with the spirit and intent of the Zoning Ordinance by formalizing legal access, supporting emergency and utility services, reducing existing nonconformities, and achieving substantial justice.



LEGEND

- PROPOSED CONCRETE
- EXISTING CONCRETE

NOTES

| | |
|----------------|--|
| Site Location: | 10671 Chicago Drive Holland Twp, MI 49464 |
| Total Acreage | = 1.66 ac. |
| Unit Total | = 2 |

April 30, 2026 north 0' 15' 30' 60' scale 1"=30'

EASEMENT FOR DRIVEWAY

P2198 – Ottawa – MI90945

Consumers Energy Company, a Michigan corporation (formerly Consumers Power Company, a Michigan corporation, successor by merger to Consumers Power Company, a Maine corporation), One Energy Plaza, Jackson, Michigan 49201, (hereinafter "Grantor"), its successors and assigns for and in consideration of the sum of \$1.00, the receipt whereof Grantor hereby acknowledges, and the faithful performance of the terms and conditions contained herein, exempt from real estate transfer tax pursuant to MCL 207.505(a) and from State real estate transfer tax pursuant to MCL 207.526(a), does by these presents, release and QUIT-CLAIM to Freshwater Property Holdings, LLC, a Michigan limited liability company, 10965 Paw Paw Drive, Holland, Michigan (hereinafter "Grantee"), an easement (hereinafter "Easement") for the sole and only purpose of installing, constructing, operating, maintaining, repairing, replacing, removing, and using an existing driveway for ingress and egress (hereinafter "Grantee's Facilities") on, over, and across a portion of Grantor's land in the Township of Holland, County of Ottawa, and State of Michigan, more particularly described in the attached Exhibit A (hereinafter "Grantor's Land"), with said portion of Grantor's Land being more particularly described in the attached Exhibit B (hereinafter "Easement Area").

This Easement is made subject to the following terms, conditions, restrictions and reservations (hereinafter "Terms and Conditions"):

1. Non-Exclusive Easement and Grantor's Use: This Easement is non-exclusive. Grantor reserves the right to use and allow others to use the Easement Area in any manner that does not unreasonably interfere with the exercise of the rights granted in this Easement. Grantee, in its use and occupancy of the Easement Area, shall at no time interfere with the operation or maintenance of, or access to, any of Grantor's facilities (hereinafter "Grantor's Facilities") or in any way affect or interrupt the continuity of service of Grantor as provided by any of Grantor's Facilities.
2. Grantee's Facilities: Grantor shall not be responsible for damage to Grantee's Facilities resulting from Grantor's, Grantee's, or any other third parties' use of the Easement Area. Grantor shall not be required to incur, without reimbursement from Grantee, any cost or expense relating to Grantee's use of the Easement Area. Grantor shall have no obligation to repair any damage to the Easement Area or any improvements thereon. Grantee's Facilities shall be designed to accommodate and withstand heavy loads, including construction vehicles and heavy equipment operating within or moving across the Easement Area. Grantee hereby accepts full responsibility for any damage to Grantee's Facilities caused by such heavy loads and forever waives and releases Grantor from any claim that Grantee, its agents or assigns may have as a result of such damage.
3. Grantor's Property: Grantee accepts the Easement Area AS-IS/WHERE IS in its present condition. This Easement is granted without any representations or warranties expressed or implied, and Grantee shall be responsible for performing its own due diligence of the Easement Area.
4. Permitting and Compliance: In its use and exercise of the rights granted in this instrument, Grantee shall comply with all applicable local, state, federal, regulatory, safety, and environmental, laws, ordinances, rules and regulations, and Grantor's requirements provided herein. Grantee is responsible for determining what licenses, permits or other authorizations are at any time required and shall, at Grantee's sole expense, obtain and maintain all such licenses, permits and other authorizations of any kind that may at any time be required. Grantee shall name itself (and in no event Grantor) as the applicant and responsible party for any such licenses, permits or other authorizations. Grantee shall provide to Grantor, copies of all such applications prior to submittal for approval, and copies of all such licenses, permits and other authorizations.

5. Existing Encumbrances: This Easement is granted by Grantor subject to any licenses, leases, easements, or other interest in Grantor's Land previously granted by Grantor or its predecessors in title and to any such interests reserved to other parties in instruments granted to Grantor or its predecessors in title, whether or not of record.

6. Appurtenant Property: All of the provisions of the Easement are intended to be and shall be construed as covenants running with the land and shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective lessees, transferees, successors and assigns.

7. Signatory: The signatory represents and warrants that he or she has full authority to sign this Easement on behalf of the Grantee and by doing so bind it to all terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this _____ day of _____, 2026.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

[SIGNATURE PAGE]

Freshwater Property Holdings, LLC,
a Michigan limited liability corporation

By: _____
Kevin C. Nash

Its: Member

By: _____
Brian P. Skaggs

Its: Member

Acknowledgement

Acknowledged before me in _____ County, Michigan, on _____, 2026, by Kevin C. Nash, Member and Brian P. Skaggs, Member, of Freshwater Property Holdings, LLC, a Michigan limited liability corporation, for the corporation

Notary Public

County, Michigan
Acting in _____ County
My commission expires: _____

Consumers Energy Company,
a Michigan Corporation

By: _____
Pamela R. Schira

Its: Land Management Consultant

Acknowledgement

Acknowledged before me in Jackson County, Michigan, on _____, 2026, by Pamela R. Schira Land Management Consultant of Consumers Energy Company, a Michigan corporation, for the corporation.

Notary Public

County, Michigan
Acting in _____ County
My commission expires: _____

Prepared by and return recorded instrument to:
Pamela Schira, EP7- 440
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

DRAFT

EXHIBIT A
P2198- Ottawa-MI90945

Grantor's Land

Land located in the Township of Holland, County of Ottawa and State of Michigan, described as:

That part of a 66 ft strip lying northwesterly of the northerly right of way line of Chicago Dr and southeasterly of and adjacent to lots 3 through 8 including Riemersma's sub SEC23 T5N R15W

Parcel ID: 70-16-23-226-045

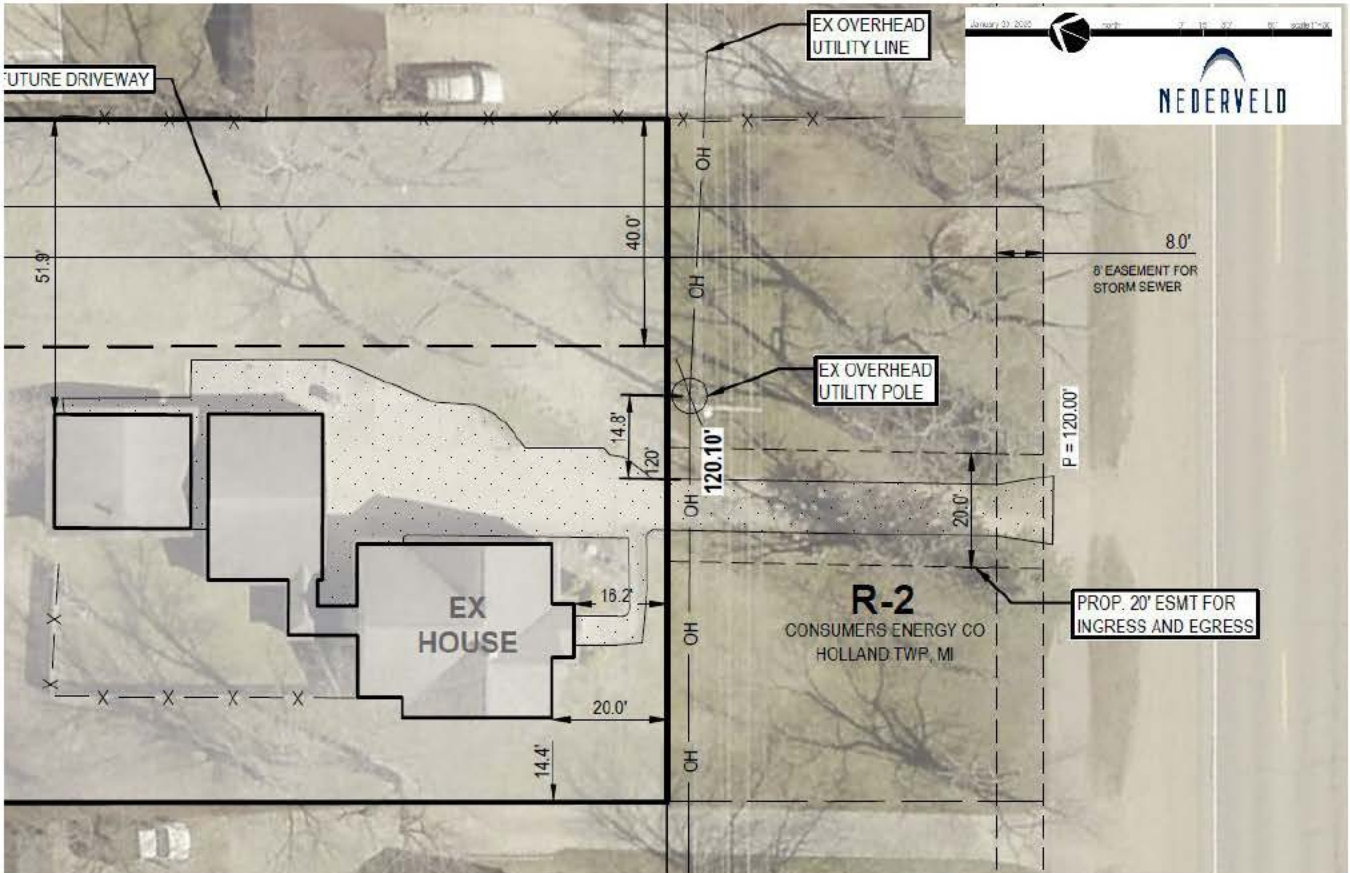
DRAFT

EXHIBIT B
P2198 - Ottawa County - MI90945

Easement Area

Land located in the Township of Holland, County of Ottawa and State of Michigan, described as:

A 20ft wide driveway easement as depicted below.



Variance Application Summary – 10671 Chicago Drive

Thank you for your consideration of the variance request for 10671 Chicago Drive. While the following Exhibits 1 and 2 are not directly part of the current application, they are provided to demonstrate intent, precedent, and the positive outcomes associated with similar approvals.

Exhibit 1 relates to a nearby parcel, 10581 James Street, which my wife and I purchased in 2015. With the guidance and support of township staff, we successfully obtained non-use variances that, while different in structure, were similar in principle to the current request. These approvals allowed us to retain an existing detached structure and establish a 40-foot access and utility easement to the parcel in Exhibit 2. Since that time, we have maintained ownership of the property and invested in its ongoing improvement and beautification.

Exhibit 2 reflects my personal residence and illustrates the broader outcome of the township's willingness to approve such variances. The result has been increased property value, enhancement of the surrounding neighborhood, and responsible development of a limited land resource within the township.

Together, these exhibits demonstrate a proven track record of thoughtful development, alignment with community standards, and a commitment to improving both property and neighborhood outcomes through responsible variance approvals.



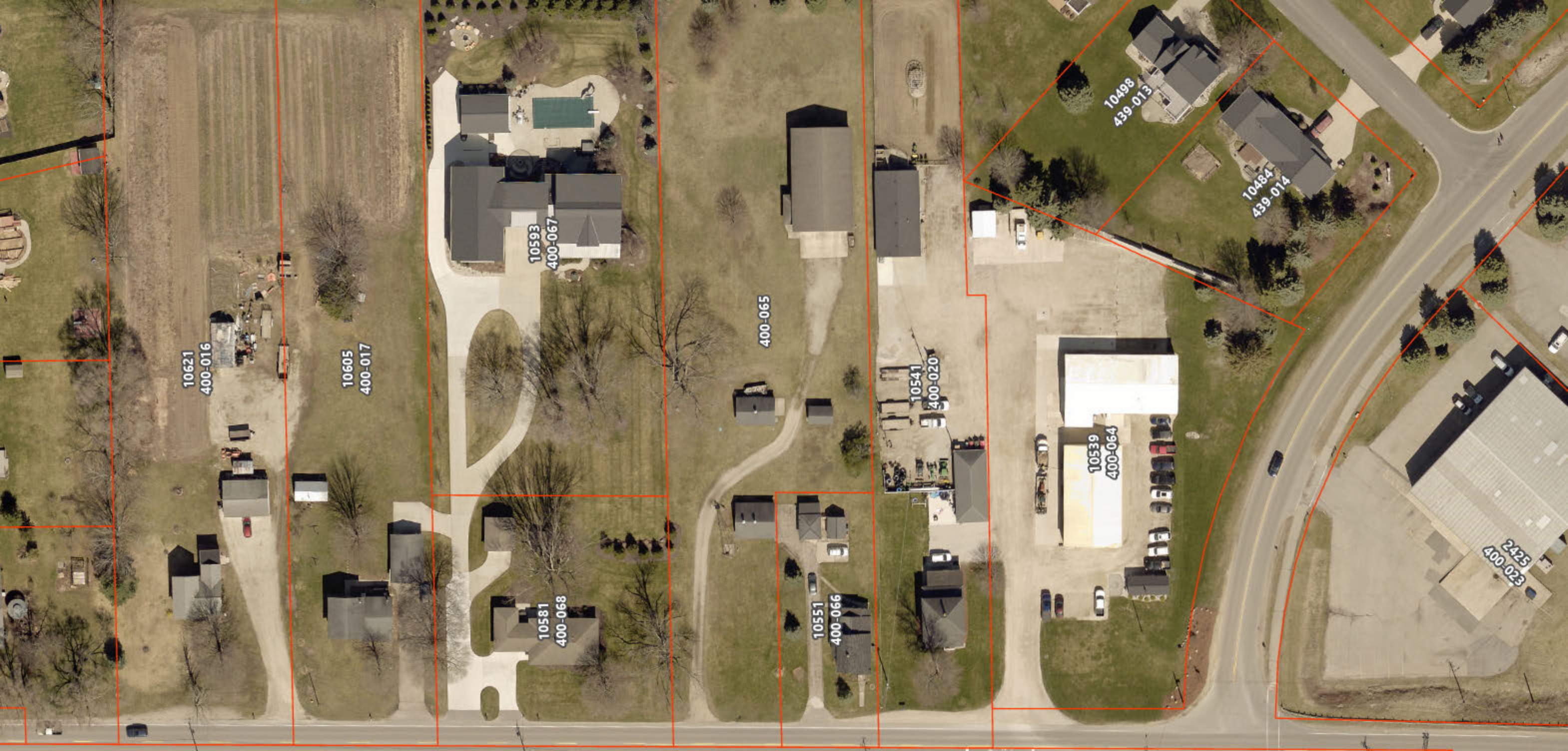
Total: 10.80 ft

Total: 16.34 ft

42.12 ft

Total: 42.12 ft

10581
E 400-068



10621
400-016

10605
400-017

10593
400-067

400-065

10541
400-020

10539
400-064

10498
439-013

10484
439-014

10581
400-068

10551
400-066

2425
400-023