

**FINDINGS AND RECOMMENDATION
OFFICE OF PLANNING AND ZONING
ANNE ARUNDEL COUNTY, MARYLAND**

APPLICANT: Bilal & Alissa Abdullah

ASSESSMENT DISTRICT: 7

CASE NUMBER: 2024-0017-V

COUNCIL DISTRICT: 7

HEARING DATE: April 11, 2024

PREPARED BY: Jennifer Lechner
Planner



REQUEST

The applicants are requesting a variance to allow an accessory structure (farm office) to remain in the front yard of a nonwaterfront lot once a new dwelling is constructed on property located at 5597 Nutwell Sudley Road in Deale.

LOCATION AND DESCRIPTION OF SITE

The subject site consists of approximately 63 acres of land and is located with approximately 1,165 feet of frontage on the east side of Nutwell Sudley Road, a Scenic and Historic Rural Road. It is identified as Parcel/Lot 3 of Parcel 119 in Grid 11 on Tax Map 73 in the Thompsons Property subdivision. The property is zoned RA – Rural Agricultural District, and is subject to an Agricultural and Woodland Preservation Easement. The current zoning was adopted by the comprehensive zoning for Council District 7, effective October 7, 2011. The property is not located within the Chesapeake Bay Critical Area. It is currently improved with a one-story dwelling, two barns, a shed, and associated residential and agricultural facilities.

PROPOSAL

The applicants propose to convert the existing single family dwelling to an agricultural accessory structure (administrative office for the farm operation), to remove the smaller barn and shed, and to construct a new single family dwelling with a detached garage. The new barn, approved under SGP #2022-182 AG, is to remain with the addition of a proposed butcher shop. The proposed single family dwelling will be sited behind the existing and proposed accessory structures.

REQUESTED VARIANCES

§ 18-2-204(b) of the Anne Arundel County Zoning Ordinance provides that when a new principal structure is constructed in an RA or RLD District, an existing barn may be retained in the front yard. Otherwise, an accessory structure may not be located in the front yard of a nonwaterfront lot.

- (1) The proposed conversion of the existing single family dwelling to an agricultural accessory structure (farm office) will be located in the front yard of the existing livestock barn, necessitating a variance.

- (2) The proposed residential detached garage will be located in the front yard of the proposed single family dwelling, necessitating a variance.

The existing livestock barn may be retained in the front yard of the new principal structure without the need for a variance.

FINDINGS

The subject property is oversized in relation to the minimum lot size of 40,000 square feet and the minimum lot width of 150 feet for lots in the RA District. A review of the 2023 County aerial photography shows that the subject site is almost entirely wooded, with a cleared portion along Nutwell Sudley Road, a Scenic and Historic Rural Road, for the existing house, barns and fields.

Grading permit, G02019579, to build a new single family dwelling, detached garage and other associated residential amenities, was submitted on November 30, 2022, prior to the submission of the variance application. Variance approval must be obtained prior to the grading permit being issued.

The applicants' letter states that the Agricultural Easement expressly prohibits a Farm Tenant house on the property. In order to avoid the practical difficulty of demolishing the existing dwelling, the applicants wish to convert the structure to an office to support the farming operations. While the structure will be used in the operation of the farm, it is not a barn; therefore, a variance is required for it to remain in the front yard. Their letter explains that the proposed dwelling was located as far back from the road right-of-way as possible, without disturbing the wetland buffer, and is placed at a lower elevation to obscure the view of the dwelling from the road behind the agricultural structures and the existing knoll.

The applicants believe that due to the existing conditions of the lot, and the location of the existing improvements, there is no reasonable possibility of developing the lot in strict conformance with the Code. Because the applicants wish to retain the existing dwelling as a farm office, they argue that, without relief, the proposed dwelling would have to be constructed between Nutwell Sudley Road and the existing dwelling, thereby altering the open agricultural character of the area.

Agency Comments

The **Health Department** has reviewed the on-site sewage disposal and water supply system for the above referenced property. Their Office has determined that the proposed request to allow an accessory structure (farm office) to remain in the front yard of a non waterfront lot once a new dwelling is constructed adversely affects the on-site sewage disposal and well water supply systems. The Health Department recommends denial of the above referenced request.

The **Department of Recreation and Parks** has noted that the site is contiguous to Rockhold Creek Park, and that the proposed development is consistent with the spirit of the Green Infrastructure Master Plan.

Variance Criteria

For the granting of a zoning variance, a determination must be made as to whether, because of certain unique physical conditions peculiar to or inherent in the particular lot or because of exceptional circumstances other than financial considerations, strict implementation of the Code would result in practical difficulties or an unnecessary hardship. The need sufficient to justify a variance must be substantial and urgent and not merely for the convenience of the applicant.

In this particular case, the property is not unique as to the shape and size of the lot. Although it is located along a Scenic & Historic Rural Road¹, the existing dwelling is partially obscured by the existing treeline, and the proposed dwelling would be sited in an area further back from the road and at an elevation approximately 10 feet lower than the road elevation.

The existing dwelling's structure does not need to remain in order to screen the new dwelling from the road. That could be accomplished by planting additional trees in the location of the demolished dwelling, and extending the existing driveway, rather than clearing trees and regrading for the proposed driveway. In fact, minimizing tree and vegetation removal, protecting existing vegetation adjacent to the road, minimizing grading, and retaining the existing slopes along the road frontage are all requirements for development along a scenic or historic road per §17-6-504. By proposing to clear over an acre of existing woodland for the driveway and dwelling construction, the applicants are eliminating, not only a naturally occurring buffer of existing forest between the road and the proposed development, but also an area designated as a Forest Interior Dwelling Species Habitat. Utilizing a structure to screen new development is not preferable to topography or vegetation.

Furthermore, the applicants' desire to retain the existing dwelling's structure as an accessory structure is for their convenience, is a self-inflicted hardship, and is not a practical difficulty. Rather than converting the existing dwelling, a farm office may be added to the barn along with the proposed butcher shop, eliminating the need for relief.

With regards to the detached residential garage, there appears to be an opportunity to redesign or reconfigure the proposed dwelling in such a way that the garage could be attached to the principal structure², or located inline with or behind the frontmost facade of the principal structure, thereby eliminating the need for relief.

The applicant has not provided any justification to demonstrate that a farm office or a detached garage could not be constructed in compliance with the prohibition of an accessory structure located in the front yard of a nonwaterfront lot. It appears that alternative options exist that would eliminate the need for variances. Without sufficient justification, the variance request cannot be considered the minimum necessary to afford relief. As such, this Office does not

¹ In accordance with § 17-6-504, development along a scenic or historic road shall preserve, maintain, and enhance the scenic or historic character of the landscape viewed from the road, and shall occur in accordance with the 14 requirements listed.

² In accordance with § 18-2-204(a), a structure located within three feet of a principal structure and a structure connected to a principal structure by an enclosed breezeway less than 15 feet long is part of the principal structure and is not an accessory structure.

support the proposed variances to § 18-2-204(b) for the detached farm office or detached residential garage.

The granting of the variance would not alter the essential character of the neighborhood or district in which the lot is located, would not substantially impair the appropriate use or development of adjacent property, nor would it be detrimental to the public welfare.

RECOMMENDATION

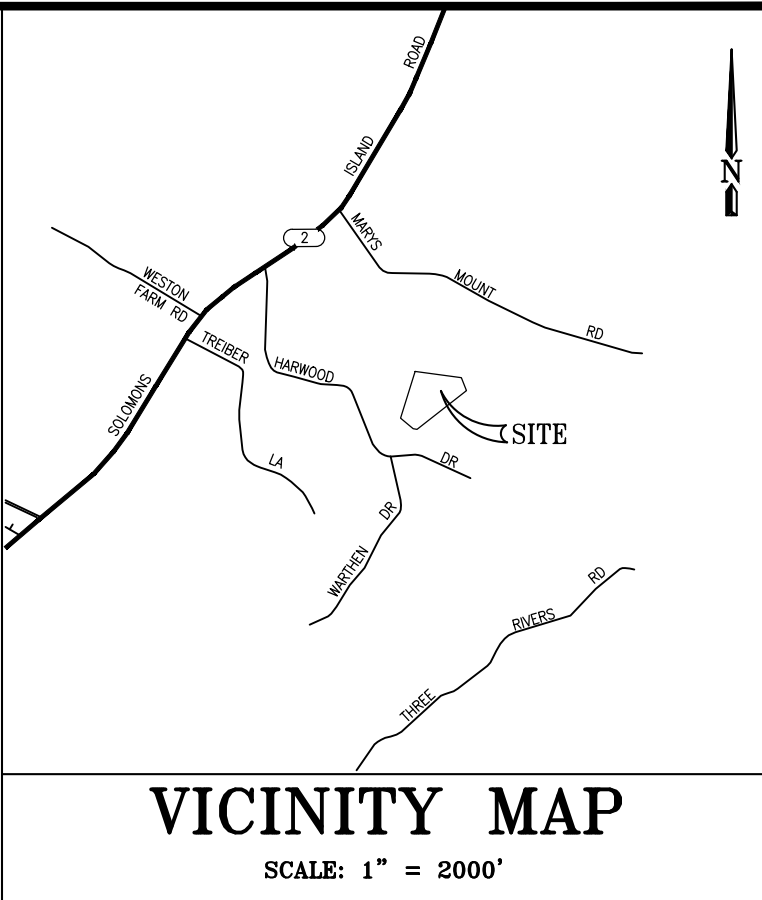
Based upon the standards set forth in § 18-16-305 of the Code under which a variance may be granted, this Office recommends ***denial*** of zoning variances to § 18-2-204(b) to allow a detached farm office and a detached residential garage in the front yard of a nonwaterfront lot.

DISCLAIMER: This recommendation does not constitute a building permit. In order for the applicant(s) to construct the structure(s) as proposed, the applicant(s) shall apply for and obtain the necessary building permits and obtain any other approvals required to perform the work described herein. This includes but is not limited to verifying the legal status of the lot, resolving adequacy of public facilities, and demonstrating compliance with environmental site design criteria.

2024-0017-V

2024 Google Streetview image of 5597 Nutwell Sudley Road showing the existing driveway and dwelling partially obscured by the existing forest. The proposed dwelling would be located in the area of the sheds seen in the distance behind the dwelling.



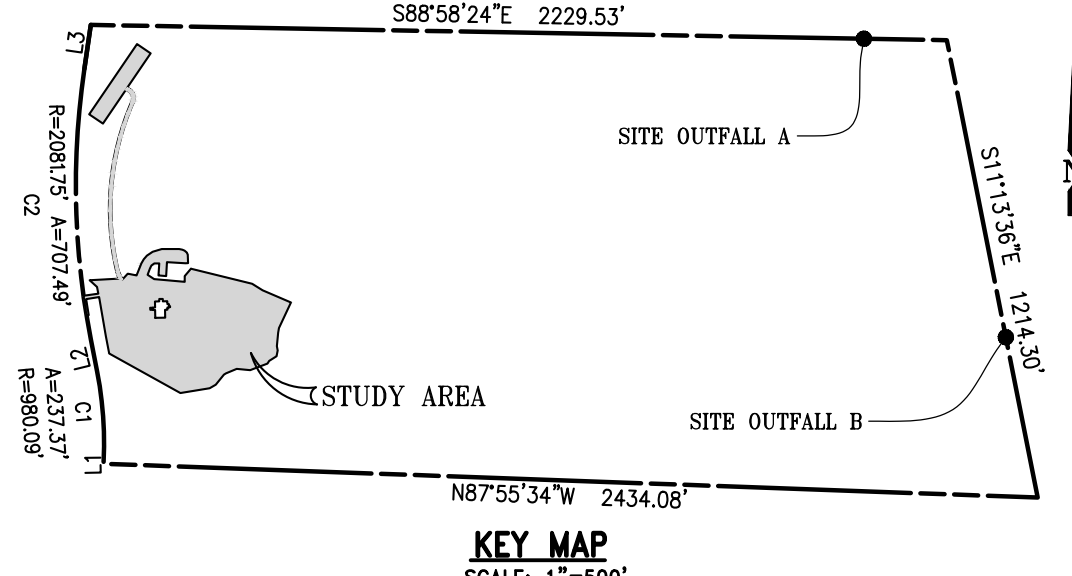


SITE TABULATIONS:

TOTAL SITE AREA:	2,743,606 SF (62.98 AC.)
ZONING DISTRICT:	RA (RURAL AGRICULTURE)
LIMIT OF DISTURBANCE:	137,039 SF (3.15 AC.)
EX. COV. BY STRUCTURES:	
EX. HOUSE:	3,978 SF (0.09 AC.) (0.14%)
EX. HOUSE:	1,300 SF
EX. BARN:	874 SF
EX. DECK:	65 SF
EX. GARAGE:	1,739
MAX. COV. BY STRUCTURES:	
	685,902 SF (15.75 AC.) (25.00%)
PROP. COV. BY STRUCTURES:	
PROP. HOUSE:	15,133 SF (0.36 AC.) (0.57%)
PROP. HOUSE:	6,907 SF
PROP. BARN:	3,453 SF
PROP. PORCHES:	575 SF
PROP. GARAGE:	3,585 SF
PROP. POOL:	1,093 SF
ZONING SETBACKS RA:	
PRINCIPAL STRUCTURE	ACCESSORY STRUCTURE
FRONT: 40' 50'	50'
SIDE: 15'/40'	15'
REAR: 35'	15'
HEIGHT: 45'	
EXISTING FOREST:	
PROPOSED FOREST CLEARING:	2,384,407 SF (54.74 AC.)
	45,230 SF (1.04 AC.)

LINE #	DIRECTION	LENGTH
L1	N02°47'00"E	4.98'
L2	N11°05'36"W	85.05'
L3	N08°22'44"E	115.67'

CURVE TABLE						
CURVE	RADIUS	ARC	DELTA	TANGENT	BEARING	CHORD
C1	980.09'	237.37'	013°52'36"	119.27'	N04°09'18"W	236.79'
C2	2081.75'	707.49'	019°28'20"	357.19'	N01°21'26"W	704.09'

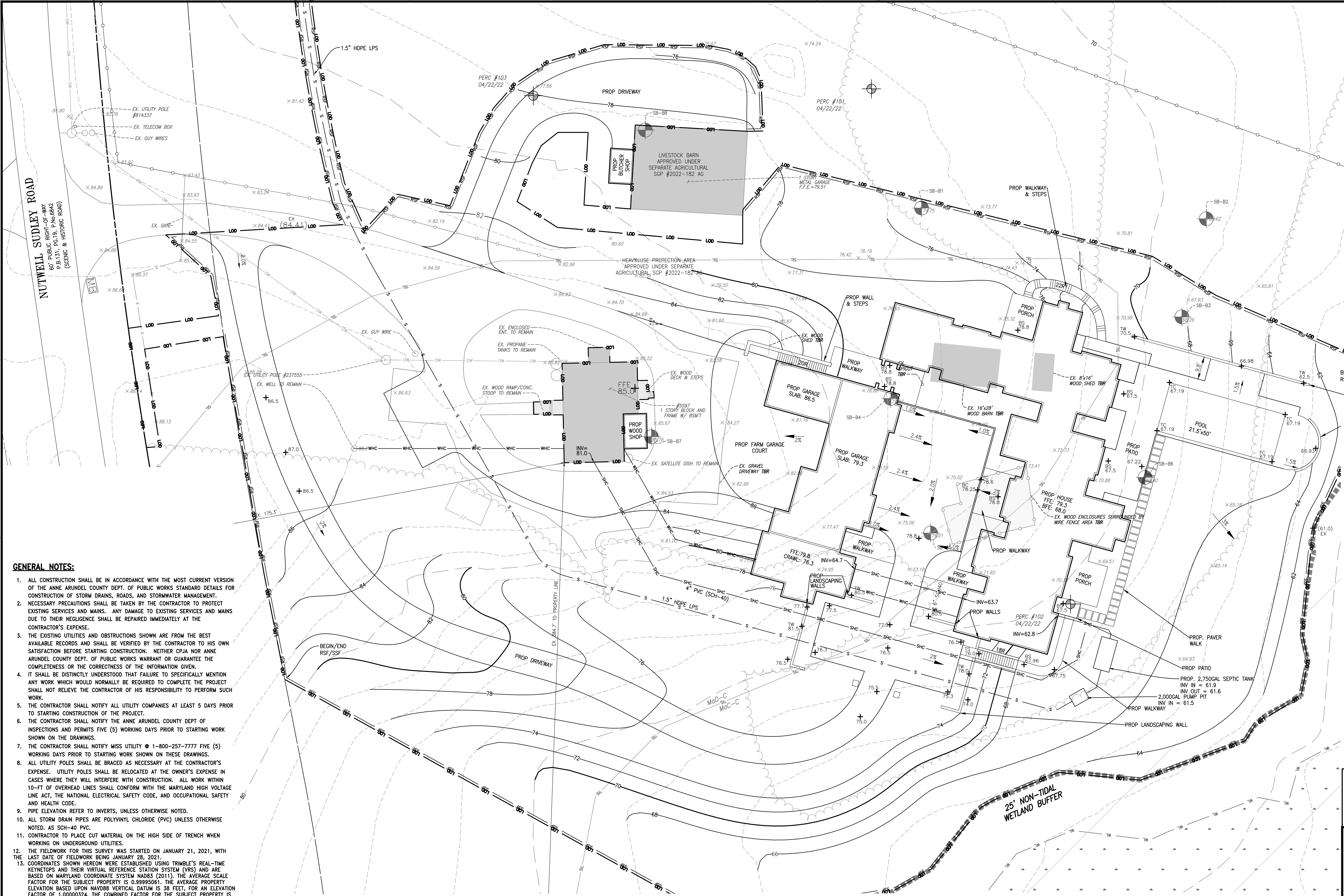


UPDATES/REVISIONS:

<p>VARIANCE SITE PLAN</p> <p>5597 NUTWELL SUDLEY ROAD</p> <p>TAX MAP 73, GRID 11, TAX PARCEL 119</p> <p>PARCEL 3</p> <p>THOMPSON PROPERTY</p> <p>SEVENTH (7th) ASSESSMENT DISTRICT</p> <p>ANNE ARUNDEL COUNTY, MD</p>	
<div style="display: flex; align-items: center;"> <div style="font-size: 48px; font-weight: bold; margin-right: 10px;">CPJ</div> <div> <p>Charles P. Johnson & Associates, Inc.</p> <p>Civil and Environmental Engineers • Planners • Landscape Architects • Surveyors</p> <p>45 Old Solomons Island Rd., Ste. 204 Annapolis, MD 410-266-5599 Fax: 410-266-3871</p> <p>www.cpjia.com • Silver Spring, MD • Gaithersburg, MD • Annapolis, MD • Greenbelt, MD • Frederick, MD • Fairfax, VA</p> </div> </div>	

<p>CLIENT:</p> <p>Alissa & Bilal Abdullah</p> <p>5597 Nutwell Sudley Road</p> <p>Deale, MD 20751</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> <p>TAX ACCOUNT NO.</p> <p>07-000-90073016</p> </td> <td style="width: 50%; padding: 5px;"> <p>GRADING PERMIT NO. G02019579</p> </td> </tr> <tr> <td style="padding: 5px;"> <p>DESIGN RMF</p> </td> <td style="padding: 5px;"> <p>SHEET</p> </td> </tr> <tr> <td style="padding: 5px;"> <p>DRAFT RMF</p> </td> <td style="padding: 5px;"> <p>OF</p> </td> </tr> <tr> <td style="padding: 5px;"> <p>DATE 1/11/2024</p> </td> <td style="padding: 5px;"> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 10px; font-size: 24px; text-align: center;">01</div> <div style="border: 1px solid black; padding: 10px; font-size: 24px; text-align: center;">01</div> </div> </td> </tr> <tr> <td style="padding: 5px;"> <p>SCALE AS SHOWN</p> </td> <td style="padding: 5px;"> <p>FILE NO:</p> <p>2021-5006-90-01</p> </td> </tr> </table>	<p>TAX ACCOUNT NO.</p> <p>07-000-90073016</p>	<p>GRADING PERMIT NO. G02019579</p>	<p>DESIGN RMF</p>	<p>SHEET</p>	<p>DRAFT RMF</p>	<p>OF</p>	<p>DATE 1/11/2024</p>	<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 10px; font-size: 24px; text-align: center;">01</div> <div style="border: 1px solid black; padding: 10px; font-size: 24px; text-align: center;">01</div> </div>	<p>SCALE AS SHOWN</p>	<p>FILE NO:</p> <p>2021-5006-90-01</p>
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- GENERAL NOTES:**
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MOST CURRENT VERSION OF THE ANNE ARUNDEL COUNTY DEPT. OF PUBLIC WORKS STANDARD DETAILS FOR CONSTRUCTION OF STORM DRAINS, ROADS, AND STORMWATER MANAGEMENT.
 2. NECESSARY PRECAUTIONS SHALL BE TAKEN BY THE CONTRACTOR TO PROTECT EXISTING SERVICES AND MANNS. ANY DAMAGE TO EXISTING SERVICES AND MANNS DUE TO THEIR NEGLIGENCE SHALL BE REPAIRED IMMEDIATELY AT THE CONTRACTOR'S EXPENSE.
 3. THE EXISTING UTILITIES AND OBSTRUCTIONS SHOWN ARE FROM THE BEST AVAILABLE RECORDS AND SHALL BE VERIFIED BY THE CONTRACTOR TO HIS OWN SATISFACTION BEFORE STARTING CONSTRUCTION. NEITHER CPJA NOR ANNE ARUNDEL COUNTY DEPT. OF PUBLIC WORKS WARRANT OR GUARANTEE THE COMPLETENESS OR THE CORRECTNESS OF THE INFORMATION GIVEN.
 4. IT SHALL BE DISTINCTLY UNDERSTOOD THAT FAILURE TO SPECIFICALLY MENTION ANY WORK WHICH WOULD NORMALLY BE REQUIRED TO COMPLETE THE PROJECT SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO PERFORM SUCH WORK.
 5. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AT LEAST 5 DAYS PRIOR TO STARTING CONSTRUCTION OF THE PROJECT.
 6. THE CONTRACTOR SHALL NOTIFY THE ANNE ARUNDEL COUNTY DEPT OF INSPECTIONS AND PERMITS FIVE (5) WORKING DAYS PRIOR TO STARTING WORK SHOWN ON THE DRAWINGS.
 7. THE CONTRACTOR SHALL NOTIFY MISS UTILITY @ 1-800-257-7777 FIVE (5) WORKING DAYS PRIOR TO STARTING WORK SHOWN ON THESE DRAWINGS.
 8. ALL UTILITY POLES SHALL BE BRACED AS NECESSARY AT THE CONTRACTOR'S EXPENSE. UTILITY POLES SHALL BE RELOCATED AT THE OWNER'S EXPENSE IN CASES WHERE THEY WILL INTERFERE WITH CONSTRUCTION. ALL WORK WITHIN 10-FT OF OVERHEAD LINES SHALL CONFORM WITH THE MARYLAND HIGH VOLTAGE LINE ACT, THE NATIONAL ELECTRICAL SAFETY CODE, AND OCCUPATIONAL SAFETY AND HEALTH CODE.
 9. PIPE ELEVATION REQUIRED TO INVERTS, UNLESS OTHERWISE NOTED.
 10. ALL STORM DRAIN PIPES ARE POLYVINYL CHLORIDE (PVC) UNLESS OTHERWISE NOTED. AS SCH-40 PLVC.
 11. CONTRACTOR TO PLACE CUT MATERIAL ON THE HIGH SIDE OF TRENCH WHEN WORKING ON UNDERGROUND UTILITIES.
 12. THE FIELDWORK FOR THIS SURVEY WAS STARTED ON JANUARY 21, 2021, WITH THE LAST DATE OF FIELDWORK BEING JANUARY 28, 2021.
 13. THE SURVEY SHOWS ELEVATIONS BASED ON THE USING TRIMBLE'S REAL-TIME KEYPOINTS AND THEIR VIRTUAL REFERENCE STATION (VRS) AND ARE BASED ON MARYLAND COORDINATE SYSTEM NAD83 (2011). THE AVERAGE SCALE FACTOR FOR THE SUBJECT PROPERTY IS 0.99995081. THE AVERAGE PROPERTY ELEVATION BASED UPON NAVD83 VERTICAL DATUM IS 38 FEET. FOR AN ELEVATION FACTOR OF 1.00000524. THE COMBINED FACTOR FOR THE SUBJECT PROPERTY IS 0.99995365. ALL BEARINGS AND DISTANCES SHOWN ARE BASED ON GRID COORDINATES.
 14. DEED L.33712 I.146, PLAT REFERENCE: #6842 L 131 F 19. RECORDED: 08/16/1990

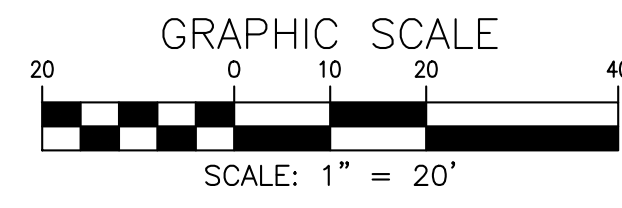
UTILITY STATEMENT:

THE UNDERGROUND UTILITIES SHOWN HEREON (IF ANY) HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION, MAPS AS MAY BE AVAILABLE FROM MUNICIPALITIES OR UTILITY COMPANIES, AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. UNLESS OTHERWISE NOTED, THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

LEGEND

	PROPERTY LINE		WL	NON-TIDAL WETLAND BOUNDARY		IPF	IRON PIPE FOUND
	ADJOINER PROPERTY LINE			STREAM LINE		RCF	REBAR & CAP FOUND
	EXISTING TREE LINE		LOD	LIMIT OF DISTURBANCE		RCS	REBAR & CAP SET (CPJ#181)
	EXISTING CONTOURS		SSF	SUPER SILT FENCE		ENT.	ENTRANCE
	WETLAND BUFFER LINE		RSF	REINFORCED SILT FENCE		B.R.L.	BUILDING RESTRICTION LINE
	BUILDING RESTRICTION LINE		L. F.	LIBER ; FOLIO			
	EXISTING SOILS DELINEATION		N/F	NOW OR FORMERLY			
	OVERHEAD WIRES			UTILITY POLE			EXISTING SPECIMEN TREE
	WIRE FENCE			MAIL BOX			EXISTING BUILDING
	METAL FENCE		P.B., PG., P.NO.	PLAT BOOK, PAGE, PLAT NUMBER			EXISTING IMPERVIOUS
	CRITICAL ROOT ZONE		IBF	IRON BAR FOUND			WETLAND AREA
						SHC	SEWER HOUSE CONNECTION
						WHC	WATER HOUSE CONNECTION
						S	LOW PRESSURE SEWER LINE

- ## GENERAL NOTES:
1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE ANNE ARUNDEL COUNTY DEPT. OF HEALTH PRIVATE SEWAGE DISPOSAL CODE, JULY 2012, AND THE AA COUNTY DPW DESIGN MANUAL.
 2. ALL PRECAST STRUCTURES SHALL CONFORM WITH SECTION 03400 OF THE AA COUNTY DPW STANDARD SPECIFICATIONS.
 3. ALL WATERPROOFING SHALL CONFORM WITH SECTION 07100 OF THE AA COUNTY DPW STANDARD SPECIFICATIONS.
 4. ALL PIPING SHALL BE 4IN SDR-35 PVC OR BETTER, UNLESS SPECIFIED OTHERWISE.
 5. ALL PIPING SHALL BE PROVIDED PER SPEC. CLEANOUTS IN PAVED AREAS SHALL BE INSTALLED IN ACCORDANCE WITH AA COUNTY DPW STANDARD DETAIL S-10.
 6. PIPE INSTALLATION, IF REQUIRED SHALL CONFORM WITH AA COUNTY DPW STANDARD DETAIL S-2.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE TO PLAN AND PROVIDE FOR ALL REQUIRED ERECTION AND IT SHALL BE DISTINCTLY UNDERSTOOD THAT FAILURE TO MENTION SPECIFIC ANY WORK WHICH WOULD NORMALLY BE REQUIRED TO COMPLETE THE PROJECT SHALL NOT RELIEVE THE CONTRACTOR OF THEIR RESPONSIBILITY TO PERFORM SUCH WORK.
 8. THE CONTRACTOR SHALL NOTIFY "MISS UTILITY" (800) 257-7777 FIVE WORKING DAYS PRIOR TO STARTING WRK.
 9. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNOLOGIES, SEQUENCES, PROCEDURES, AND PROGRAMS.
 10. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN AND ENSURE THAT ALL O.S.H.A./M.O.S.H.A REGULATIONS ARE ADHERED TO DURING CONSTRUCTION.



- * FOLLOWING INITIAL SOIL DISTURBANCE OR RE-DISTURBANCE, PERMANENT OR TEMPORARY STABILIZATION MUST BE COMPLETED WITHIN:
 - 1) THREE (3) CALENDAR DAYS FOR THE SURFACE OF ALL PERIMETER CONTROLS, DIKES, SWALES, DITCHES, PERIMETER SLOPES, AND ALL SLOPES STEEPER THAN HORIZONTAL TO 1 VERTICAL (3:1); AND II) SEVEN (7) CALENDAR DAYS FOR ALL OTHER DISTURBED OR GRADED AREAS ON THE PROJECT SITE.

January 15, 2024

Anne Arundel County
Department of Planning and Zoning
2664 Riva Road
Annapolis, MD 21401

**Re: Thompson Property, Pcl 3
5597 Nutwell Sudley Road
Deale, MD 20751
Variance Application – Letter of Explanation**

The subject property is located at 5597 Nutwell Sudley Road in Deale. The property was created by plat on the 16th of August 1990, which was recorded among the Maryland Plat Records of Anne Arundel County in book 131 page 19. The property is currently improved with an existing dwelling, existing sheds, and existing barn, and other associated residential and agricultural amenities. The property is mapped within the RA – Rural Agricultural zoning district and is currently serviced with a private well and private septic. Nutwell Sudley Road is listed as a Scenic and Historic road, and it is reported that a historic cemetery may be on site; though the exact location is unknown. The Cultural Resources Division has visited the site and found that no resources are present within the LOD, and no additional information is required at this time. Development will comply with requirements found in articles 17-6-503 & 17-6-504 of the Anne Arundel County Code. There are no steep slopes present on site, and the property is not located within the Chesapeake Bay Critical Area Overlay. There is an existing agricultural easement associated with the property, recorded among the Maryland Land Records of Anne Arundel County in book 23614 page 321.

Environmental features in the developable area of interest for this site have been verified by Holly Oak Consulting, LLC, and located by CPJA's survey division. Forested non-tidal wetlands exist on site, encumbering the eastern portion of the subject property. Streams are mapped on the interior of the wetlands. Other environmental features outside of the area of interest exist on site according to Anne Arundel County GIS data. Rockhold Creek intersects the northeastern portion of the property, away from any proposed development.

The property owners wish to build a new single-family dwelling, with other accessory residential structures. The existing dwelling on site is to remain and will be converted to an accessory structure for agricultural use, as the administrative office for the farm operation, prior to grading permit issuance. The owners have constructed a new barn under agricultural standard grading plan, 2022-182-AG, which has been subsequently completed. The proposed dwelling is sited behind the existing dwelling and the barn.

In order to construct the proposed improvements, a variance to **Article 18-2-204(b)** of the Anne Arundel County Code is required to allow the existing dwelling, to be converted to an office to support the farming operations, to remain and be located in the front yard. While the structure will be used in the operation of the farm, it is not a barn; therefore, a variance is required.

The requested variance is necessary to site the new dwelling behind the existing dwelling. The Agricultural Easement expressly prohibits a Farm Tenant house on the property. Therefore, in order to avoid the practical difficulty of having to demolish the existing dwelling, the owners request the variance to allow the existing

dwelling to remain. The proposed dwelling is sited to minimize its visibility from Nutwell-Sudley Road, a scenic & historic road. In accordance with Article 17-6-504, new structures on scenic & historic roads shall be sited to retain the open character of the site and minimize the impact of the development on views from the road. Additionally, structures and uses are required to be located away from the road right-of-way unless sufficiently screened by topography. The siting of the new dwelling was chosen precisely to comport with these two criteria. The house is sited as far back from the road right-of-way as possible, without disturbing the wetland buffer, and is placed at a lower elevation to obscure the view of the dwelling from the road behind the agricultural structures and the existing knoll. Keeping the existing dwelling as an administrative office for the farm will preserve the existing viewshed from the road to the greatest extent.

In accordance with Article 18-16-305(a), the following discourse addresses the criteria for the granting of a zoning variance:

- (1) Because of certain unique physical conditions, such as irregularity, narrowness or shallowness of lot size and shape or exceptional topographical conditions peculiar to and inherent in the particular lot, there is no reasonable possibility of developing the lot in strict conformance with this article; or
Due to the existing conditions of the lot, and the location of the existing improvements, there is no reasonable possibility of developing the lot in strict accordance with the Anne Arundel County Code. The adjacent road, Nutwell Sudley Road, is classified as a Scenic and Historic Road, and certain development regulations apply. There are 14 additional development criteria that development along Scenic and Historic Roads must adhere to, while still maintaining compliance with the remainder of the County Code, which should not be discussed here. The Cultural Resources Division of OPZ has reviewed the proposal, and found that it is generally in compliance with the 14 additional regulations required for this development. Denial of this modification would require relocation of the proposed dwelling, to be between Nutwell Sudley Road and the existing dwelling (which will be converted to an office to support the farming operation), which would significantly alter the open agricultural character the of the area and site, and be counter to the 14 additional development regulations previously mentioned.
- (2) Because of exceptional circumstances other than financial considerations, the grant of a variance is necessary to avoid practical difficulties or unnecessary hardship and to enable the applicant to develop the lot.
Denial of this variance would result in the demolition of the existing farm house, and would impose practical difficulties on the developer. Granting of this variance will allow the development to keep the existing dwelling, after being converted to an office, preserving the open agricultural nature of the area and site.

In accordance with Article 18-16-305(c), the following discourse addresses the criteria for the granting of all variances:

- (1) The variance is the minimum variance necessary to afford relief; and
Article 18-2-204(b) does not contain provisions for an allowable range therefore, this variance is the minimum variance able to be requested. While previously stated, it should be noted again that, denial of this modification would result in the relocation of the proposed dwelling, which would significantly alter the character of the area and site.
- (2) The granting of the variance will not alter the essential character of the neighborhood or district in which the lot is located, substantially impair the appropriate use or development of adjacent property, reduce forest cover in the limited development and resources conservation areas of the critical area, be contrary to acceptable clearing and replanting practices required for development in the critical area of a bog protection area, or be detrimental to the public welfare.

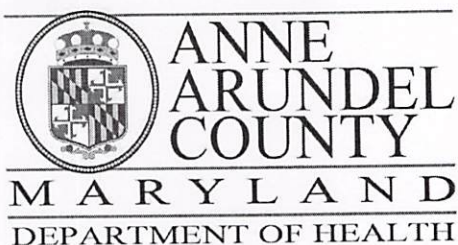
This variance request is directly aligned with keeping the essential character of the area. The developer wishes to keep the existing dwelling that is located onsite, while converting it to an office that will aid in the operation of the farm. The developer also wishes to maintain the open character of Nutwell Sudley Road, in accordance with §17-6-504. This development will also in no way affect the adjacent properties, and will not impair the use or development of the properties. This site is not located within the Chesapeake Bay Critical Area Overlay, and thus this development will in no way affect the forest cover in the LDA or RCA districts, or be contrary to the clearing and replanting practices in the Critical Area. As this development is a private development, on private land, and the use is allowable by code, this development will not be detrimental to the public welfare, in fact approval of this variance would be beneficial to the public welfare. Scenic and Historic Roads in Anne Arundel County are a valuable resource, and protecting them by adhering to the 14 additional development criteria in the County Code, is important for the public welfare.

Please contact me if you have any questions regarding this submittal at 410-266-5599 or thall@cpja.com.

Sincerely,

Thomas Hall

Thomas Hall, PE
Division Manager
CHARLES P. JOHNSON & ASSOCIATES, INC.



J. Howard Beard Health Services Building
3 Harry S. Truman Parkway
Annapolis, Maryland 21401
Phone: 410-222-7095 Fax: 410-222-7294
Maryland Relay (TTY): 711
www.aahealth.org

Tonii Gedin, RN, DNP
Health Officer

MEMORANDUM

TO: Sadé Medina, Zoning Applications
Planning and Zoning Department, MS-6301

FROM: Brian Chew, Program Manager *Be*
Bureau of Environmental Health

DATE: February 13, 2024

RE: Charles P. Johnson
Alissa Abdullah Bilal
5597 Nutwell Sudley Road
Deale, MD 20751

NUMBER: 2024-0017-V

SUBJECT: Variance/Special Exception/Rezoning

The Health Department has reviewed the above referenced variance to allow an accessory structure (farm office) to remain in the front yard of a nonwaterfront lot once a new dwelling is constructed.

The Health Department has reviewed the on-site sewage disposal and water supply system for the above referenced property. The Health Department has determined that the proposed request adversely affects the on-site sewage disposal and well water supply systems. The Health Department recommends denial of the above referenced request.

If you have further questions or comments, please contact Brian Chew at 410-222-7413.

cc: Sterling Seay



STEUART PITTMAN, COUNTY EXECUTIVE
JESSICA LEYS, DIRECTOR
RECREATION AND PARKS
1 HARRY S. TRUMAN PKWY
ANNAPOLIS, MD 21401
AACOUNTY.ORG/RECPARKS



MEMORANDUM

TO: Sadé Medina, Zoning Division
Office of Planning and Zoning

FROM: Pat Slayton
Capital Projects Division

SUBJECT: Variance Case 2024-0017-V

DATE: February 6, 2024

The Department of Recreation and Parks has reviewed the above plans to determine if there may be impacts to the Anne Arundel County Green Infrastructure Network, parks, and trails. Please note our recommendations according to those findings below.

- This site contiguous to Rockhold Creek Park
- This site lies within the Anne Arundel County Green Infrastructure Network, a proposed preservation area considered in the Anne Arundel County Green Infrastructure Master Plan. The proposed development is consistent with the spirit of the Green Infrastructure Master Plan.

The Department of Recreation and Parks has no further comments.

cc: File

DEED OF EASEMENT**[CASH AND RESERVATION FOR PRINCIPAL DWELLING]**

THIS DEED OF EASEMENT is made this 12 day of June, 2011, by and between **THOMPSON LUMBER COMPANY**, a Maryland partnership, Eula W. Thompson, individually and as a partner, Earl Wayne Thompson, Trustee of the Thompson Residuary Trust, partner, and Shirley Thompson, individually and as a partner, ("Grantor"), and **ANNE ARUNDEL COUNTY, MARYLAND**, a body politic and corporate of the State of Maryland ("the County").

RECITALS

WHEREAS, pursuant to and in accordance with Article 17, Subdivision and Development, Title 10, Agricultural Land Preservation, of the Anne Arundel County Code (2005, as amended), the County is authorized to protect and enhance agricultural land and woodland in Anne Arundel County, Maryland by establishing County Agricultural Districts and purchasing the Development Rights (hereinafter defined) in agricultural lands and woodlands located within the County.

WHEREAS, Grantor is the owner in fee simple of certain agricultural lands or woodlands located in Anne Arundel County, Maryland and more particularly described in Exhibit A hereto, consisting of three parcels (the "Land"), located in a County Agricultural District established pursuant to Article 17, §17-10-203 of the Anne Arundel County Code (2005, as amended) and subject to a County Agricultural District Agreement of even date and recorded herewith.

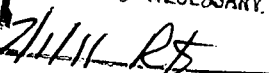
WHEREAS, the County has offered to purchase Grantor's Development Rights in the Land, and Grantor has accepted the County's offer and has agreed to sell and convey to the County Grantor's Development Rights in the Land for the purpose of preserving agricultural lands and woodlands.

WHEREAS, in order to provide for the County's purchase of Grantor's Development Rights in the Land, Grantor and the County have entered into an Installment Purchase Agreement of even date herewith (the "Installment Purchase Agreement") and the County has paid cash in the amount of Two Hundred Seventy Five and 95/100 Dollars (\$275.90).

GRANT AND AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing, the covenants and promises contained herein and for other good and valuable consideration, the receipt and

{00098727.DOC; 3}

NO TAXES NECESSARY

 CONTROLLER
 TAX DIVISION

T/Ref 0002037732
 01 - Recordation Tax Division
 \$0.00
 Validation Number: 0002-037742
 Instrument Type: Easement

sufficiency of which are hereby acknowledged, Grantor hereby, for Grantor, Grantor's successors and assigns, and for any subsequent owner of the Land (1) grants to the County, its successors and assigns, forever and in perpetuity an agricultural land or woodland preservation easement, of the nature and character and to the extent hereinafter set forth, in, on, over and with respect to the Land and (2) establishes, creates and declares the restrictions herein set forth in favor of and for the benefit of the County, its successors and assigns.

AND Grantor covenants with the County, (1) to do and refrain from doing upon the Land all and any of the various acts hereinafter set forth, it being the intention of the parties that the Land shall be preserved for agriculture or woodland use in accordance with the provisions of Article 17, Title 10 of the Anne Arundel County Code (2005, as amended) and the regulations "Anne Arundel County Agricultural Land and Woodland Preservation Program" dated August 1999 prepared by the County Department of Planning and Code Enforcement, as in effect on the date hereof; and (2) that this Deed shall create a perpetual easement in gross running with the Land and all portions thereof as an incorporeal and non-possessory interest therein, enforceable against Grantor, Grantor's successors and assigns, and upon any purchaser, grantee, lessee or owner of all or any portion of the Land and any other person or entity having any right, title or interest therein and upon their respective heirs, personal representatives, successors, and assigns; and (3) that the covenants, conditions, limitations and restrictions contained herein are intended to limit the use of the Land as hereinafter set forth.

AND Grantor further covenants that Grantor has not done or suffered to be done any act, matter, or thing whatsoever, to encumber the Development Rights hereby conveyed; that Grantor will warrant specially the property interests hereby conveyed, and that Grantor will execute such further assurances of the same as may be required.

CONDITIONS, LIMITATIONS AND RESTRICTIONS

A.1. Subject to the reservations hereinafter contained, Grantor covenants grants and relinquishes the right to develop or use the Land for any purpose ("Development Rights"), except those purposes that are related directly to the use of the Land for agriculture and woodlands.

2. The Development Rights transferred include, but are not limited to, the right to develop or use the Land in the following manner:

- a. industrial or commercial uses;
- b. multi-family or single-family detached dwelling units;

- c. display of signs, billboards or other similar advertising structures, except pursuant to regulations that may be adopted by the County Council to permit the limited use of such structures in conjunction with the lawful existing use of the Land;
- d. subdivision for residential uses; and
- e. storage not associated with an agricultural or woodland use.

3. The Development Rights transferred do not include the right to use the Land for any agricultural, horticultural, silvicultural, viticultural or other farming purposes (which includes, but is not limited to the raising, breeding, caretaking, handling of cattle, horses, sheep, poultry, and other livestock) or the right to carry on all normal farming practices, including:

- a. the operation, at any time, of any machinery used in farm production or the primary processing of any agricultural products;
- b. the right to conduct upon the Land agricultural activities or operations which are in accordance with good husbandry practices and which do not cause bodily injury or directly endanger human health, including activities which may produce normal agricultural related noise and odors;
- c. the sale of agricultural products produced on the Land, subject to applicable zoning regulations;
- d. any use related directly or as an accessory use to the use of the Land for any and all permitted purposes; and
- e. all other rights and privileges not hereby relinquished, including the right to privacy in the occupancy of the Land.

B. Grantor covenants and agrees to maintain and manage the Land in accordance with sound agricultural soil and water conservation practices as specified in an approved Soil and Water Conservation Plan or Forest Management Plan, as appropriate, and in accordance with practices acceptable to the United States Department of Agriculture and the Maryland Department of Agriculture, so as not to substantially reduce the agricultural or woodland value of the Land.

C. Grantor further covenants and agrees not to dump, place, or store, or permit to be dumped, placed, or stored, any materials on the property, including, but not limited to, ashes, sawdust, bark, trash, garbage, rubbish, junk, debris, rubble, construction waste, dredge spoil, chemicals, pesticides, fertilizers, abandoned vehicles, appliances, or machinery; provided that Grantor may:

- 1. place or store soil, rock, other earth materials, vegetative matter, compost, and all types of legally permitted pesticides and fertilizers for agricultural use if customarily and regularly done for that type of agricultural use; and

2. with the permission of the County and pursuant to any required permits, place soil, rock, other earth materials, vegetative matter, and compost reasonably necessary for the purpose of combating erosion or flooding.

RESERVATIONS

Grantor reserves unto Grantor, Grantor's successors and assigns, the right to retain the principal dwelling house and accessory structures listed in Exhibit B and currently existing on Parcel Three as described in Exhibit A. Grantor reserves, subject to the approval of the County Office of Planning and Zoning and the issuance of all required permits, unto Grantor, Grantor's successors and assigns the right to construct two principal dwelling houses, one to be located on Parcel Two and one to be located on Parcel Four, both parcels being described in Exhibit A, there being no principal dwelling house on those parcels of the Land at the time of conveyance of this Deed of Easement. The parcels of the Land on which a principal dwelling house exists or may be constructed, may not be further subdivided and a principal dwelling house may not be conveyed separately from the parcel on which it is located, provided however, that each parcel described in Exhibit A may be separately conveyed, in its entirety, from the other parcels described in Exhibit A. No tenant houses are allowed on any part of the Land.

ENFORCEMENT

The County shall have the following enforcement rights to ensure compliance with the terms and conditions of this easement, which rights shall be cumulative:

1. The County or its authorized agent shall have the right to enter on the Land from time to time upon reasonable notice for the purpose of inspection for compliance and enforcement of the covenants, conditions, limitations, and restrictions contained in this Deed of Easement.

2. Upon any breach of the terms of this Deed of Easement by Grantor, the County may, after reasonable notice to Grantor, require that the Land be restored promptly to the condition required by this Deed of Easement.

3. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach of any of the easement, covenants, conditions, limitations, and restrictions contained in this Deed of Easement cannot be adequately remedied by action at law or exclusively by recovery of damages. Therefore, the County

may, after notice to Grantor, institute an action at law or in equity to enjoin such violation or breach; to require the restoration of the Land to its condition prior to such violation or breach; to recover damages; and to take such other legal action as may be necessary to insure compliance with the easement and the covenants, conditions, limitations and restrictions contained in this Deed of Easement.

4. The County may seek and shall be entitled to receive monetary damages of up to 25% of the purchase price of the easement from Grantor, or from any purchaser, grantee, lessee, or owner of all or any portion of the Land who substantially reduces the value of the easement by engaging in practices which are unacceptable to the United States Department of Agriculture or the Maryland Department of Agriculture.

5. No failure on the part of the County to enforce any covenant or provision of this Deed of Easement in the event of breach or violation shall be deemed a waiver of the right to do so thereafter nor discharge nor invalidate such covenant or any other covenant, condition, limitation or restriction of this Deed of Easement or affect the right of the County to enforce the same in the event of a subsequent breach or violation.

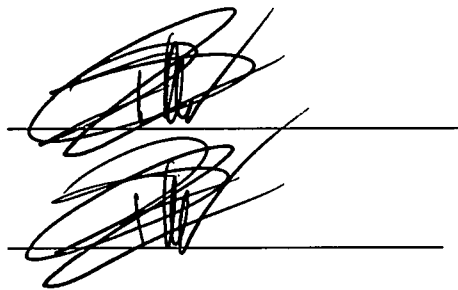
MISCELLANEOUS

A. The provisions of this Deed of Easement do not relieve Grantor of the obligation to pay real estate taxes or other governmental fees and assessments, or replace, abrogate, supercede or otherwise set aside any local, state, or federal laws, requirements, or restrictions applicable to the Land.

B. This Deed of Easement does not grant the public any right of access to or any right of use of the Land.

IN WITNESS WHEREOF on the date first above written.

Witness:




THOMPSON LUMBER COMPANY

By: Eula Thompson (Seal)
Eula Thompson, Partner


By: Earl Wayne Thompson (Seal)
Earl Wayne Thompson, Trustee of the
Thompson Residuary Trust, Partner



By: Shirley Thompson (Seal)
Shirley Thompson, Partner



Eula Thompson (Seal)
Eula Thompson, Individually

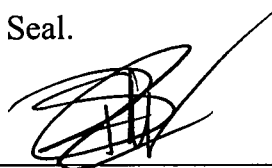


Shirley Thompson (Seal)
Shirley Thompson, Individually

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL to wit:

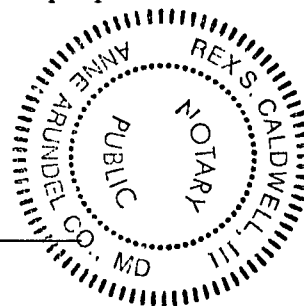
I HEREBY CERTIFY that, on this 22 day of June, 2011 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Eula Thompson, as partner of Thompson Lumber Company, and individually, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed of Easement and acknowledged that he/she executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.



Notary Public


My Commission Expires: 4/1/2015

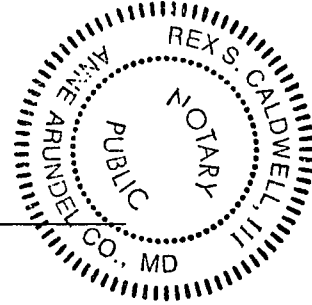


STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL to wit:

I HEREBY CERTIFY that, on this 22 day of June, 2011 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Earl Wayne Thompson, Trustee of the Thompson Residuary Trust, as partner of Thompson Lumber Company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed of Easement and acknowledged that he/she executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal


Notary Public



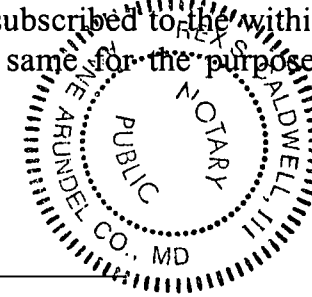
My Commission Expires: 9/1/2011

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL to wit:

I HEREBY CERTIFY that, on this 22 day of June, 2011 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Shirley Thompson, as partner of Thompson Lumber Company and individually, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed of Easement and acknowledged that he/she executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal



Notary Public



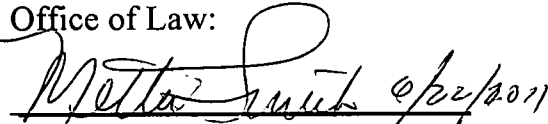
My Commission Expires: 4/1/2011

APPROVED AND ACCEPTED THIS ___ DAY OF _____, 20__.

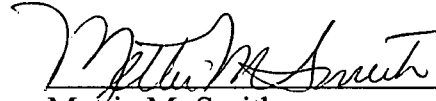
ANNE ARUNDEL COUNTY, MARYLAND

By 
Dennis Callahan
Chief Administrative Officer
for John R. Leopold, County Executive

Approved as to form and legal sufficiency
Office of Law:


Assistant County Attorney

I HEREBY CERTIFY That this Deed of Easement was prepared by the undersigned, an attorney duly admitted to practice law in the State of Maryland.


Mettie M. Smith

Return to:

*Brilliant Life Corp
1610 West Street #205
Annapolis, MD 21401*

Exhibit A

FIRST: All of Parcel Two (2), containing 80.5659 acres, as shown on a plat entitled "Administration Plat for Shirley & Earl Thompson Property" recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 131, folio 19.

SECOND: All of Parcel Three (3), containing 63.0001 acres, as shown on a plat entitled "Administration Plat for Shirley & Earl Thompson Property", recorded among the Plat Records of Anne Arundel County, Maryland in Plat book 131, folio 19.

THIRD: All of Parcel Four (4), containing 63.0001 acres, as shown on a plat entitled "Administration Plat for Shirley & Earl Thompson Property", recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 131, folio 19.

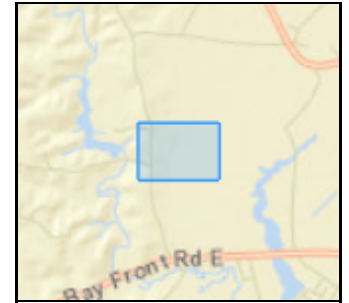
Being the same property conveyed to Thompson Lumber Company from Shirley Thompson and Earl Wayne Thompson, Personal Representative of the Estate of Earl M. Thompson, by deed dated December 20, 2010 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 23021, folio 326.

**Deed of Conservation Easement
Thompson Lumber Company**

**Inventory of Structures
EXHIBIT B
Page 1 of 1**

Map Item	Structure (all structures are located on Parcel 3)	Approx. Size
A	Dwelling (rented)	1,300 sf
B	Shed 1 (belongs to the tenant)	10' x 15'
C	Barn	30' x 20'
D	Corn Crib	10' x 18'
E	Small Shelter 1	9' x 11'
F	Small Shelter 2	5' x 7'
G	Shed 2	345 sf
H	Animal Run-In Shed	6' x 9'

5597 Nutwell Sudley Road (2024-0017-V)



Legend

Foundation

Addressing



Parcels



Parcels - Annapolis City



This map is a user generated static output from an Internet mapping site and is for reference only.
Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Nearmap



0 500 1000
ft



THIS MAP IS NOT TO BE
USED FOR NAVIGATION

Notes February 2024 aerial

5597 Nutwell Sudley Road - 2024-0017-V



Legend

Foundation

Addressing



Parcels



Parcels - Annapolis City



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Nearmap

0 50 100
ft



THIS MAP IS NOT TO BE
USED FOR NAVIGATION

Notes February 2024- detail