

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

APPLICANT: Trudy McNair

ASSESSMENT DISTRICT: 2

CASE NUMBER: 2025-0052-V

COUNCIL DISTRICT: 6

HEARING DATE: May 20, 2025

PREPARED BY: David Russell
Planner 

REQUEST

The applicant is seeking a variance to allow a dwelling addition (deck) with less setbacks than required on property located at 1415 Howard Road in Annapolis.

LOCATION AND DESCRIPTION OF SITE

The subject property consists of roughly 5,000 square feet of land, and is identified as Lot 21 in the Oyster Harbor neighborhood, Parcel 8 in Grid 21 of Tax Map 57. The property is zoned R2 - Residential. This non-waterfront property lies entirely within the Chesapeake Bay Critical Area LDA - Limited Development Area. It is improved with a four-story dwelling. The dwelling was originally a single-story home elevated several feet above grade, on foundation stilts. The space beneath the original home has since been enclosed, including a door on the rear, making this the new first (or ground level) floor. Three stories of living spaces are above the enclosed first floor, making the overall dwelling four stories tall. Access to the dwelling comes from stairs abutting the east facade, leading to a primary entry on the second floor. The third floor has an approximate 67 square foot cantilevered deck extending 4 feet from the front facade of the house. The fourth floor features an approximate 275 square foot deck above a portion of the third floor roof.

PROPOSAL

The applicant proposes the addition of a 293 square-foot sun deck (29' 3 3/8" by 10') to the front of the dwelling's second floor, approximately 9' 5 1/8" above ground level.

REQUESTED VARIANCES

§ 18-4-601 of the Anne Arundel County Zoning Ordinance provides that principal structures must be located a minimum of 30 feet from the front lot line¹. The proposed deck will be as close as 20 feet, necessitating a variance of 10 feet.

FINDINGS

The subject property is a rectangular lot, measuring 5,000 square feet in area and 50 feet in width. This is smaller than the required 15,000 square feet and 80 foot width for properties in the R2 District when served by public sewer. The lot size matches that of nearby properties. Based

¹ Bill No. 72-24 reduces the minimum front setback requirement in the R2 District to 25 feet, effective July 1, 2025.

on the applicant's site plan and County aerial images, the home currently includes approximately 342 square feet of deck space between the fourth-floor deck and the third-floor cantilevered deck. The proposed second-story deck will add 293 square feet of space, 9.5 feet above grade, for a total of approximately 635 square feet of deck area. The proposed deck will encroach 10 feet into the required 30-foot front setback.

The applicant's letter cites approved setback variance cases 1997-0085-V and 2006-0209-V for the adjacent property, 1417 Howard Road. These cases approved a 10 foot variance to the required 30 foot front setback for the addition of a deck and enclosure of a porch, respectively.

Agency Comments

The **Health Department** has no objection to the variance request.

Variance Criteria

To be granted a variance it must be found that because of 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, 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.

The R2 District requires lots to be a minimum of 80 feet wide and 15,000 square feet in area. While similar to neighboring lots, this property, at 50 feet wide and 5,000 square feet, is significantly smaller and does not meet the R2 standards. Applying typical R2 setback requirements to such an undersized lot creates unnecessary hardship for the applicant trying to develop the lot. In this older, water-oriented community, front decks are common and several homes are set closer than 30 feet from the front lot line.

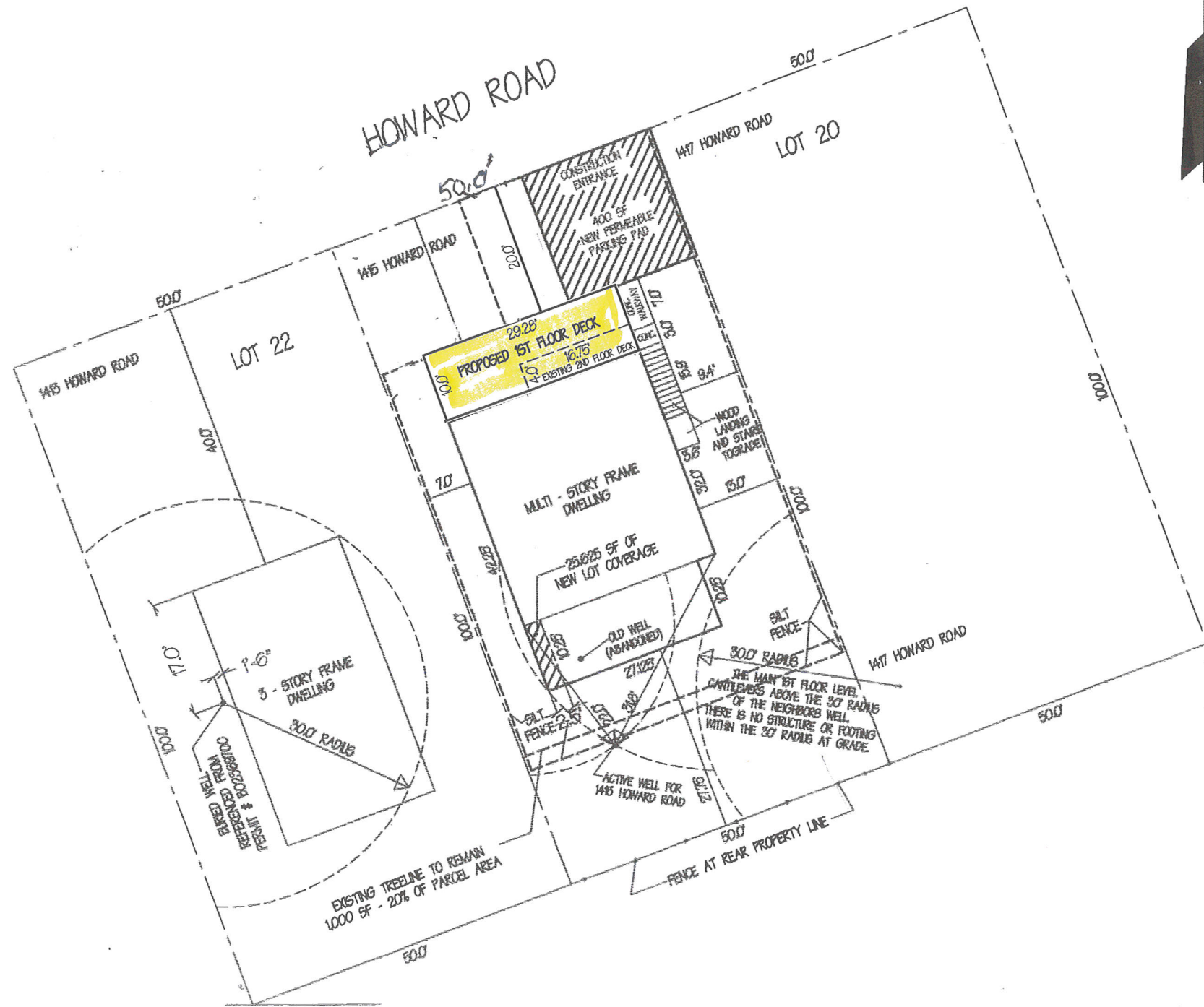
Therefore, the request can be considered the minimum necessary to afford relief. As such, the granting of the variance would not alter the essential character of the neighborhood or district in which the lot is located, would not substantially impair the appropriate use or development of adjacent property, 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 approval of the requested variances to § 18-4-601 to allow a principal structure as close as 20 feet from the front lot line.

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.

1415 Howard Road



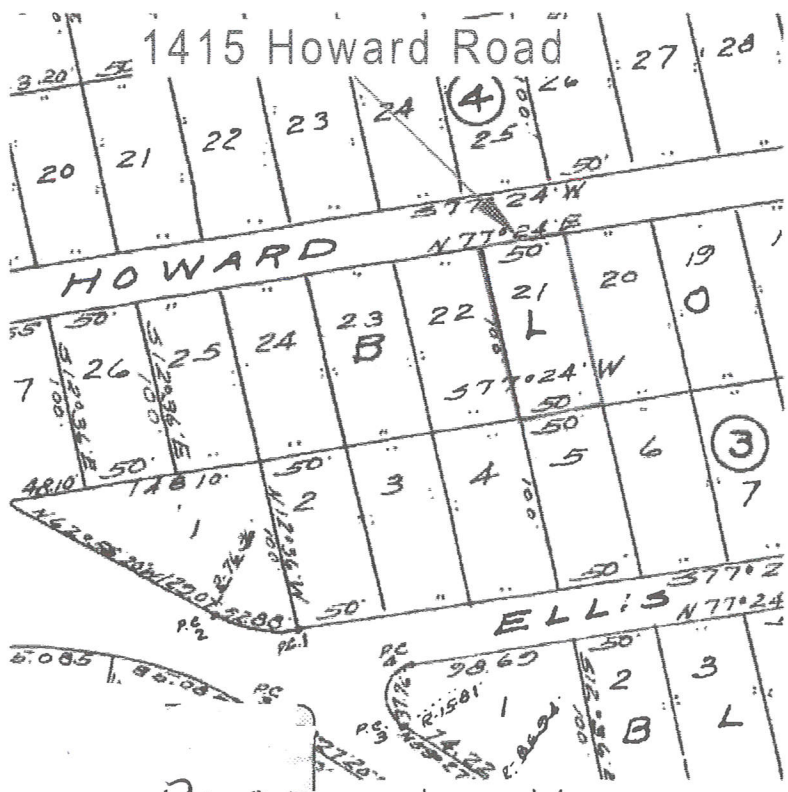
Proposed Site Plan - Multi-Story Frame Dwelling

SCALE: 1" = 20'



Location Map

SCALE: 1" = 3200'



Property Map

SCALE: 1" = 100'

Project Location:

1415 Howard Road
Annapolis, MD 21403

Project Info:

Watershed: Severn River
02131002 0996
Map: 57 Parcel: 8
Block: 3 Lot: 21 Plat: 1
Neighborhood: Oyster Harbor
Zoning: R-2
Limited Development Area
Council District: 6
Election District: 30A
US District: 3

Site Data

Parcel Area: 50x100=5000sf
Use: Residential
Deed: 39069/95
Plat: 22/9

General Notes

1. Renovation and Addition
2. Installation of 20x20 permeable parking pad
3. Existing Treeline, ~20% of site, to remain. No clearing will be conducted.

No. Revision/Issue Date

OWNER/REMODELER
New View Construction LLC
c/o Trudy McNair
3326 Richmond Avenue
Baltimore, MD 21213

Sheet Title

SITE PLAN

Date
SEPTEMBER 2023
Scale(s)
As Indicated

Sheet No.
01

Edward Dent - Agent
New View Construction LLC
3326 Richmond Ave.
Baltimore, MD 21213
Mobile: 410-285-4611 (Trudy)
Mobile: 410-320-4964 (Ed)

LETTER OF EXPLANATION

March 23, 2025

Anne Arundel County
Office of Planning Zoning
2664 Riva Road, P.O. Box 6675
Annapolis, Maryland 21401

Dear Sir or Madam:

Trudy McNair and Alanah Webb, are mother and daughter who own New View Construction LLC, this house is for Alanah Webb.

The variance is to allow an open sun deck that is 29'-3 3/8" x 10'-0" with less setbacks than required for the front yard on the property located on the south side of Howard Road, east of Arundel on the Bay Road.

The property is 5,000 square feet zoned R-2 residential with a Critical Area Designation as Limited Development Area (LDA).

We are requesting a variance of 10 feet to the required 30-foot setback to allow this open deck addition.

The lot is undersized for R-2 zoning; I believe that this allows for a front yard setback of 25 feet vs 30 feet, in which case we would be requesting a 5 foot variance to the required 25 foot setback.

The proposed deck will be 292.812 square feet and be approximately 9 feet 5 inches from grade. There will be no stairs to the deck.

We believe that if this variance is granted that it will not alter the essential character of the neighborhood, I have included two variances that were granted to the house located to the east of 1415 Howard Road, 1997-0085-V and 2006-0209-V.

The proposed use of the project site will be for a first floor deck to be located on the front of the house at the dining room and living room area and used as an outside dining area in summer weather. The project site is residential and will remain residential.

The existing trees and shrubs cover about 20% of the total area of the property. The area that will be disturbed by the new work will take place in an area that does not require any tree or shrub removal. ff.

The existing house is under construction and silt fences will remain until the entire project has been completed.

The new first floor open deck is will not add to the existing impervious area, the allowed impervious coverage for a 5,000 SF lot is, 1,250 SF plus 500 SF which equals 1,750 SF.

- a) 1,238.03 SF impervious for existing house
- b) 435.8333 SF for parking pad and sidewalk
- c) Total Lot Coverage for site will be 1,673.8643 SF

The property is located on 1415 Howard Road in Oyster Harbor and is subject to the Chesapeake Bay Critical Area Requirements for LDA. The entire property has very little slope.

Sincerely,

A handwritten signature in black ink, appearing to read 'Edward Dent', with a long horizontal flourish extending to the right.

Edward Dent
Agent

Home First Title Group, LLC
File No. HF-22-619
Tax ID# 2-597-06809800

This Deed, made this 28th day of June, 2022, by and between **Beverly F. Johnson and Diane C. Davis, Personal Representatives of The Estate of Helen E. Davis, GRANTOR; and New View Construction, LLC, GRANTEE.**

Whereas, on the 16th day of July, 2021 the Orphan's Court for Anne Arundel, State of MD (the "Court") granted administration of the Foregin Estate of the Decedent to Beverly F. Johnson, Personal Representative and Diane C. Davis, Personal Representative as Personal Representative of the Estate of the Decedent in Estate No. 103734. Original Estate Established in the District of Columbia on September 19, 2018 Administration No. 2018ADM000552.

Whereas, Grantor in the capacity as Personal Representative in the Estate of the Decedent has complete and full power and authority by law, to grant and convey the entire fee simple interest in the hereinafter described property; and

Whereas, as part of the administration of the Estate of the Decedent, Grantor desires to convey the entire fee simple estate in the hereinafter described property to the Grantee.

- **Witnesseth** -

That in consideration of the sum of THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$350,000.00), which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt whereof is hereby acknowledged, the said GRANTOR as Personal Representative as the Estate of the Decedent, does hereby grant and convey to **New View Construction, LLC**, in fee simple, all that lot of ground situate in the Maryland and described as follows, that is to say:

Lot Numbered Twenty-one (21) in Block Numbered Three (3) in the subdivision known as "PLAT NUMBER 1, OYSTER HARBOR," as per plat recorded in Plat Book 22 at Plat 9, among the Land Records of Anne Arundel County, Maryland; being in the 2nd Election District of said County.

The improvements thereon being known as 1415 Howard Road Annapolis MD 21403

Tax ID# 02-597-06809800

Being the same property which by deed dated December 8, 2008, and recorded among the Land Records of Anne Arundel County, Maryland on December 18, 2008, in Liber 20568, in Folio 146, was granted and conveyed by Helen E. Davis, surviving joint tenant of Derwin A. Davis unto Helen E. Davis. The Said Helen E. Davis having departed this life on or about April 11, 2018.

Together with the buildings and improvements thereon erected, made or being and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To Have and To Hold the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said **New View Construction, LLC, a Limited Liability Company, as sole owner**, in fee simple.

And Grantor does hereby covenant to execute such further assurances of the same as may be requisite.

Deed - Personal Representative

File No HF-22-619

Page 1 of 2

ACCT. 2597-0680-9800
ALL REQUIRED LIENS ARE PAID AS
OF 7/20/22 BY: [Signature] A.A. COUNTY

112
LR - Deed (w Taxes)
Recording only ST20.00
Name: new view
construction
Ref:
LR - Deed (with Taxes)
Surcharge 40.00
LR - Deed State
Transfer Tax 1,750.00
LR - NR Tax - lkd 0.00
SubTotal: 1,810.00
Total: 1,985.00
08/30/2022 09:17
CC02-KG
#16562921 CC0501 -
Anne Arundel
County/CC05.01.09 -
Register 09

LR - NR Tax
Withholding 25,971.60
Name: new view
Ref:
Total: 25,971.60
08/30/2022 09:21
CC02-KG
#16562987 CC0501 -
Anne Arundel
County/CC05.01.09 -
Register 09

08/17/22 09:04 AM C 0017 R 0001
Val #: 0001-036459 \$3,500.00
County Transfer Tax

08/17/22 09:03 AM C 0017 R 0001
Val #: 0001-036458 \$2,450.00
Deed - Recordation Tax
Instrument Type: Deed

2450
3500

In Witness Whereof Grantor has caused this Deed to be properly executed and sealed the day and year first above written.

The Estate of Helen E. Davis

By: Beverly F. Johnson, Personal Representative
Beverly F. Johnson, Personal Representative

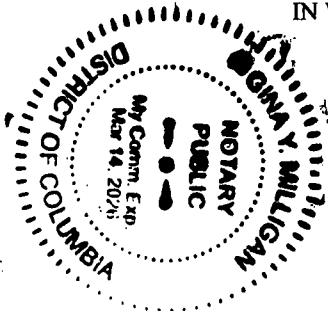
By: Diane C. Davis, Personal Representative
Diane C. Davis, Personal Representative

STATE OF District of Columbia

COUNTY OF District of Columbia

I hereby certify that on this 28th day of June, 2022, personally appeared Beverly F. Johnson and Diane C. Davis, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged herself to be the Personal Representatives of the Estate of the decedent and who, in my presence, signed and sealed the foregoing Deed and acknowledged it to be their act and deed as Personal Representatives, giving oath under penalties of perjury that the consideration recited herein is correct.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Anna Y. Melligan
Notary Public

My Commission Expires: March 14, 2026

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

G. Russell Donaldson
G. Russell Donaldson, Esquire

AFTER RECORDING, PLEASE RETURN TO:
Home First Title Group, LLC
1655 Crofton Boulevard
Suite 201
Crofton, MD 21114

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Anne Arundel
Information provided is for the use of the Clerk's Office, State Department of
Assessments and Taxation, and County Finance Office Only.
(Type or Print in Black Ink Only – All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if addendum Intake Form is Attached.)						
		<input checked="" type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Other	<input type="checkbox"/> Other			
		<input checked="" type="checkbox"/> Deed of Trust	<input type="checkbox"/> Lease					
2	Conveyance Type Check Box	<input checked="" type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input type="checkbox"/> Not an Arms-Length Sale [9]			
3	Tax Exemptions (if applicable)	Recordation						
		State Transfer						
	Cite or Explain Authority	County Transfer						
4	Consideration and Tax Calculations	Consideration Amount			Finance Office Use Only Transfer and Recordation Tax Consideration			
		Purchase Price/Consideration	\$ 350,000.00		Transfer Tax Consideration	\$		
		Any New Mortgage	\$		X () % =	\$		
		Balance of Existing Mortgage	\$		Less Exemption Amount -	\$		
		Other:	\$		Total Transfer Tax =	\$		
		Other:	\$		Recordation Tax Consideration	\$		
		Full Cash Value:	\$		X () per \$500 =	\$		
		TOTAL DUE			\$			
5	Fees	Amount of Fees		Doc. 1		Doc. 2		
		Recording Charge	\$ 60.00		\$ 115.00			
		Surcharge	\$		\$			
		State Recordation Tax	\$ 2,450.00		\$			
		State Transfer Tax	\$ 1,750.00		\$			
		County Transfer Tax	\$ 3,500.00		\$			
		Other	\$		\$			
		Other	\$		\$			
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
			2-597-06809800	20568 , 146				<input type="checkbox"/> (5)
		Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)	
			21	3				
		Location/Address of Property Being Conveyed (2)						
		1415 Howard Road, Annapolis, MD 21403						
		Other Property Identifiers (if applicable)					Water Meter Account No.	
		Residential <input checked="" type="checkbox"/> Or Non-Residential <input type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: \$						
		Partial Conveyance <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:						
	If Partial Conveyance, List Improvements							
7	Transferred From	Doc. 1 – Grantor(s) Name(s)			Doc. 2 – Grantor(s) Name(s)			
		Beverly F. Johnson and Diane C. Davis, Personal Representatives of The						
		Doc. 1 – Owner(s) of Record, if Different from Grantor(s)			Doc. 2 Owner(s) of Record, if Different from Grantor(s)			
8	Transferred To	Doc. 1 – Grantee(s) Name(s)			Doc. 2 – Grantee(s) Name(s)			
		New View Construction, LLC			Joseph HASKINS, Jr. & John D. LEWIS			
		New Owner's (Grantee) Mailing Address			3326 Richmond Avenue, Baltimore, MD 21213			
9	Other Names to Be Indexed	Doc. 1 – Additional Names to be Indexed (Optional)			Doc. 2 – Additional Names to be Indexed (Optional)			
					The Harbor Bank of Maryland			
10	Contact/Mail Information	Instrument Submitted By or Contact Person					<input checked="" type="checkbox"/> Return to Contact Person	
		Name: Kristi Shenton						
		Firm Home First Title Group, LLC					<input type="checkbox"/> Hold for Pickup	
		Address: 1655 Crofton Boulevard, Suite 201						
		Crofton, MD 21114 Phone: (410) 451-8844					<input type="checkbox"/> Return Address Provided	
11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER							
	Assessment Information	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Will the property being conveyed be the grantee's principal residence?				
		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Does the transfer include personal property? If yes, identify:				
		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Was property surveyed? If Yes, attach copy of survey (if recorded, no copy required).				
	Assessment use only – Do Not Write Below This Line							
	Terminal Verification	Agricultural Verification	Whole	Part	Tran. Process Verification			
	Transfer Number	Date Received:	Deed Reference:		Assigned Property No.:			
	Year 20	20	Geo.	Map	Sub	Block		
	Land		Zoning	Grid	Plat	Lot		
	Buildings		Use	Parcel	Section	Occ. Cd.		
	Total		Town Cd.	Ex. St.	Ex. Cd.			
	REMARKS:							

Space Reserved for County Validation

Distribution: White – Clerk's Office
Pink – Office of Finance

Canary – SDAT
Goldenrod – Preparer

AOC-CC-300(5/2007).

2/2

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) SAP 39069, p. 0098, MSA_CE59_39511. Date available 09/06/2022. Printed 03/18/2025.
 08/17/22 09:05 AM C 0017 R 0001
 Val #: 0001-036460 \$1,568.00
 Deed of Trust - Recordation Tax
 Inst Type: Deed of Trust

THIS INSTRUMENT SHALL SECURE THE TOTAL PRINCIPAL AMOUNT OF \$525,000.00 OF THE INDEBTEDNESS SECURED HEREBY IS PURCHASE MONEY FOR THE SUBJECT REAL PROPERTY. ACCORDINGLY, \$350,000.00 OF THE INDEBTEDNESS SECURED HEREBY IS EXEMPT FROM RECORDATION TAX PURSUANT TO 12-108(b) OF THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

Purchase Money as to \$ 301,111.51

**PURCHASE MONEY DEED OF TRUST, SECURITY AGREEMENT
AND ASSIGNMENT OF LEASES AND RENTS**

THIS PURCHASE MONEY DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS ("DEED OF TRUST") is made as of this 28th day of June, 2022, by NEW VIEW CONSTRUCTION LIMITED LIABILITY COMPANY, a Maryland limited liability company (the "GRANTOR"), to JOSEPH HASKINS, JR. and JOHN D. LEWIS, Trustees (collectively, the "TRUSTEE"), for the benefit of THE HARBOR BANK OF MARYLAND (the "BENEFICIARY").

RECITALS

WHEREAS, the BENEFICIARY has made a commercial loan in the amount of Five Hundred Twenty Five Thousand Dollars (\$525,000.00) (the "LOAN") to the GRANTOR, as is evidenced by a \$525,000.00 Promissory Note, executed by the GRANTOR, of even date herewith, and payable to the order of the BENEFICIARY (the "NOTE"), and additional documents evidencing, securing, guarantying or otherwise documenting the terms and conditions of the LOAN (collectively, "LOAN DOCUMENTS").

WHEREAS, this DEED OF TRUST is entered into to secure the obligations of the GRANTOR under the NOTE and the other LOAN DOCUMENTS, including, but not limited to, principal, interest, loan fees, premiums, late charges, future advances, and all costs, expenses, attorneys' fees and other amounts advanced, readvanced or incurred by the BENEFICIARY, and the full performance of all provisions, conditions, covenants, and agreements contained in the NOTE, this DEED OF TRUST and the other LOAN DOCUMENTS, the reimbursement to the BENEFICIARY or to the TRUSTEE of all sums and expenses which may be advanced or incurred by the BENEFICIARY or the TRUSTEE as provided herein or therein, and the reimbursement to the BENEFICIARY or to the TRUSTEE of all costs and expenses incurred (including, without limitation, attorneys' fees and disbursements) in connection with, or which may arise in respect of, the NOTE, this DEED OF TRUST and/or the other LOAN DOCUMENTS, the indebtedness hereby secured or such other agreements and documents, as well as any and all renewals, extensions, restatements, replacements, or modifications of the NOTE and/or the other LOAN DOCUMENTS, or of any part thereof, and for all money which may be advanced or readvanced as herein provided for, and for the payment of any and all other existing and future non-consumer indebtedness of whatever type whether or not contemplated by the parties hereto, including but not limited to, liability for overdrafts and as endorser, guarantor, surety and any other commercial indebtedness, obligation or liability of the GRANTOR to the BENEFICIARY of every kind and description, whether direct, indirect, contingent, primary, secondary, joint, several, joint and several, including, without limitation, any modification, renewal, restatement, readvance, extension, amendment, and reamortization of such indebtedness, and for any and all costs and expenses (including attorneys' fees) incurred or paid on account of any litigation at law or in equity which may arise in respect to this DEED OF TRUST, or to the "REAL PROPERTY" (as that term is hereafter defined), or in obtaining possession of the REAL PROPERTY after any sale which may be made as hereinafter provided for. **This DEED OF TRUST shall secure the total principal amount of \$525,000.00.**

As used in this DEED OF TRUST, the term "OBLIGATIONS" means, collectively (a) the payment to the BENEFICIARY of any and all sums owed by the GRANTOR to the BENEFICIARY under the NOTE and the other LOAN DOCUMENTS; (b) the performance by the GRANTOR of all the terms, covenants and

LR - DDT/Mortgage
 Recording Fee 20.00
 \$525,000.00
 LR - DDT/Mortgage
 Subcharge 40.00
 SubTotal: 60.00
 Total: 1,985.00
 08/30/2022 09:17
 CC02-KG
 #16562921 CC0501 - Anne

Arundel
 County/CC05 01.09 -
 Register 15

LR - Additional \$55
 Recording Fee 55.00
 Total: 1,985.00
 REV-Charge 1,925.00
 REV-Charge MB 60.00
 08/30/2022 09:17
 #16562921 CC0501 - Anne
 Arundel
 County/CC05 01.09 -
 Register 15

conditions contained in this DEED OF TRUST, the NOTE and the other LOAN DOCUMENTS; (c) the repayment of all sums which are at any time or from time to time advanced or paid by the BENEFICIARY in accordance with the authorizations contained in this DEED OF TRUST; and (d) the payment of all of the costs, fees, commissions, and expenses of the BENEFICIARY and the TRUSTEE in enforcing the provisions of this DEED OF TRUST.

GRANT

NOW, THEREFORE, in consideration of the terms and conditions of this DEED OF TRUST and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the full and absolute payment and performance of each of the OBLIGATIONS, the GRANTOR grants, pledges, assigns, transfers and conveys to the TRUSTEE all that lot of ground situated and lying in Anne Arundel County, Maryland, generally known as **1415 Howard Road, Annapolis, Maryland 21403**, being more particularly described on Exhibit "A" attached hereto and made a part hereof (the "LAND").

TOGETHER WITH all buildings, structures, or improvements, and replacements thereof, now or hereafter existing on or to be erected upon the LAND ("IMPROVEMENTS"). The LAND and IMPROVEMENTS are collectively referred to as the "REAL PROPERTY".

AND TOGETHER WITH all plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, fixtures and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the GRANTOR), owned by the GRANTOR and now or at any time hereafter affixed or attached to, or incorporated in the REAL PROPERTY, including, by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, awnings and shades, signs and shrubbery; as well as all building and construction materials and supplies of every kind, nature and description owned by the GRANTOR and located on, at, or about the REAL PROPERTY, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the REAL PROPERTY, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the REAL PROPERTY, including, by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding (collectively, "PERSONALTY"), all of which the GRANTOR agrees shall for all purposes be deemed to constitute fixtures and permanent additions to the REAL PROPERTY.

AND TOGETHER WITH all plans and specifications, surveys and surveyor's reports, engineer's reports and architect's reports, diagrams and drawings, all licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the construction of any IMPROVEMENTS upon the LAND and any leasing of space in the completed IMPROVEMENTS.

AND TOGETHER WITH all easements, rights, privileges, and appurtenances thereunto belonging or in any way appurtenant, and all of the right, title, interest, estate, or claim of the GRANTOR in or to the streets, ways, alleys, and waters adjoining or adjacent to the REAL PROPERTY, whether now existing or hereafter acquired.

AND TOGETHER WITH all mineral rights, and mining rights, as well as all minerals, sand, gravel, soil and the like (including oil and gas) which have not been extracted from the LAND.

AND TOGETHER WITH all rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the REAL PROPERTY or adjoining lands, or contracts of sale with respect thereto, and all proceeds and products thereof, with the right to: (a) collect any sums of money at any time payable to the GRANTOR in consequence of such rights and benefits, including the release, modification, or amendment thereof, for application to the OBLIGATIONS; and (b) utilize any collection or enforcement rights or remedies to collect the same which may be available to the GRANTOR under law.

AND TOGETHER WITH: (a) all of the proceeds of the voluntary or involuntary conversion of the aforementioned property or any part of the aforementioned property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise, as well as a security interest which is hereby granted to the BENEFICIARY in the same, (b) all rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the REAL PROPERTY (any such lease is referred to herein as a "LEASE" and any rents, profits or other sums payable under any LEASE are referred to herein as "RENTS"), with the right to collect such RENTS at any time for application to the OBLIGATIONS and to utilize any collection or enforcement rights or remedies which may be available to the GRANTOR under law or any written LEASE, but without any duty or obligation to perform on behalf of the GRANTOR any of the GRANTOR's duties or obligations to any lessee (each such lessee is referred to herein as a "LESSEE"), and (c) all revenues and profits, accounts receivable and contract rights, including any deposits of purchasers to secure payment of the contract price and performance of the terms and conditions of any contract of sale for the REAL PROPERTY, with the right to collect the same at any time for application to the OBLIGATIONS and to utilize any collection or enforcement rights or remedies which may be available to the GRANTOR under law or any contract of sale, but without any duty or obligation to perform on behalf of the GRANTOR any of the GRANTOR's duties or obligations to any purchaser of the REAL PROPERTY.

AND TOGETHER WITH: (a) an irrevocable easement to enter on and upon the REAL PROPERTY at any time and from time to time for the purpose of making such audit tests, inspections, and examinations, including subsurface exploration and testing, as the BENEFICIARY, in BENEFICIARY's sole discretion, deems necessary, convenient, or proper to determine whether the ownership, use, and operation of the REAL PROPERTY and the conduct of the activities engaged in thereon are in compliance with ENVIRONMENTAL REQUIREMENTS, as defined below; (b) the right at any time and from time to time to inspect and copy all of the GRANTOR's records relating to environmental matters and to enter all buildings or facilities of the GRANTOR for such purpose; and (c) all of the GRANTOR's records with respect to environmental matters, whether or not located at the REAL PROPERTY or elsewhere, whether or not in the possession of the GRANTOR or some third party (including any federal, state, or local agency or instrumentality), and whether written, photographic, or computerized.

All of the aforementioned REAL PROPERTY, PERSONALTY, and other rights and benefits and all other property described in the above stated granting clauses of this DEED OF TRUST are referred to collectively as the "SECURED PROPERTY". To the extent that any items of SECURED PROPERTY are not or have not yet become fixtures and permanent additions to and a part of the REAL PROPERTY, and are instead personal property, the GRANTOR grants and conveys to the BENEFICIARY a continuing security interest under the Uniform Commercial Code, as in effect from time to time in the State of Maryland ("MD UNIFORM COMMERCIAL CODE") in all of such items of personal property and the proceeds and products thereof, as well as in all substitutions, renewals and replacements thereof and in all of such items hereafter

acquired and constituting after acquired property, for so long as such items are or remain personal property and not fixtures and permanent additions to the REAL PROPERTY.

TO HAVE AND TO HOLD the SECURED PROPERTY to the TRUSTEE, and the TRUSTEE'S successors and assigns, forever.

IN TRUST, for the benefit and security of the BENEFICIARY to secure the full, complete, timely and absolute payment, performance, completion, and satisfaction of each of the OBLIGATIONS, whether such OBLIGATIONS are now existing or hereafter arising; provided, however, that if all of the OBLIGATIONS are duly paid, performed, completed and finally satisfied with no contingent or other remaining claims, then all interests of the TRUSTEE in the SECURED PROPERTY shall cease and be deemed to be terminated and the TRUSTEE shall release and reconvey the SECURED PROPERTY to the GRANTOR and terminate this DEED OF TRUST at the sole cost and expense of the GRANTOR.

ARTICLE 1.
COVENANTS AND AGREEMENTS OF THE GRANTOR

The GRANTOR covenants and agrees as follows:

Section 1.1. Payment. The GRANTOR shall pay punctually all of the OBLIGATIONS, together with interest thereon and any penalty, fee, charge, deposit, escrow or assessment, at the times and in the manner and amounts set forth in this DEED OF TRUST, the NOTE and the other LOAN DOCUMENTS, and any amendment, substitution, extension or renewal thereof, or as set forth in any other agreement or writing between the BENEFICIARY and the GRANTOR relating or pertaining to any of the OBLIGATIONS.

Section 1.2. Performance. The GRANTOR shall perform fully all duties, obligations, and requirements and comply in all respects with the OBLIGATIONS, including, without limitation, each of the terms, covenants, conditions, representations and warranties of this DEED OF TRUST, the NOTE and the other LOAN DOCUMENTS.

Section 1.3. Taxes and Expenses. The GRANTOR shall pay and discharge, when and as due, all taxes of every kind and nature, real and personal; all general and special assessments and levies; all water, sewer and other utility charges, rents, and assessments; and any and all other public charges, dues, levies, impositions, or assessments of a like or different nature, imposed upon or assessed against the SECURED PROPERTY or the rents, issues, income or profits thereof, and which are or may become liens against the same, as well as any ground rent to which the REAL PROPERTY may be subject. The GRANTOR shall not permit to exist any lien or security interest for taxes, assessments, levies, fees, ground rents and public charges other than: (a) liens for taxes, assessments, levies, fees, rents, ground rents, and public charges not yet delinquent; and (b) liens and security interests to which the BENEFICIARY has specifically and in writing consented and with respect to which the GRANTOR has paid currently all sums secured thereby. The GRANTOR shall, upon the request of the TRUSTEE or the BENEFICIARY, deliver to the TRUSTEE or the BENEFICIARY receipts evidencing the payment of all such taxes, assessments, levies, fees, rents, ground rents, and public charges imposed upon or assessed against the SECURED PROPERTY, or the revenues, rents, issues, income, or profits thereof, as well as the payment of all superior liens and security interests with respect to which the BENEFICIARY may have consented. Notwithstanding the obligations created in this Section 1.3, GRANTOR hereby acknowledges and agrees that BENEFICIARY may require monthly escrow payments due from the GRANTOR to satisfy any and all real property taxes and/or insurance premium payments during the term of the LOAN.

Section 1.4. Insurance. The GRANTOR shall maintain the following insurance coverages:

Section 1.4.1. Casualty, Builder's Risk and Flood Insurance.

a. Casualty Insurance. The GRANTOR shall obtain and at all times maintain "all-risk" casualty insurance insuring the SECURED PROPERTY against all risks which are customarily insured under "all-risk" insurance, in amounts equal to the greater of (i) the full replacement value of the SECURED PROPERTY, or (ii) an amount sufficient to prevent co-insurance liability. The coverage provided by such policy or policies shall include coverage for any and all loss or damage caused by fire, collapse, vandalism, malicious mischief, water damage, damage from rain, snow, sleet or ice, use of defective materials or methods of construction and such other risks as the BENEFICIARY may reasonably require.

b. Builder's Risk Insurance. With respect to each project requiring any material construction, demolition, installation or renovation of any IMPROVEMENTS, the GRANTOR shall, from the date such project is commenced and continuing through the latter of the date of completion of the project and occupancy or a fixed date satisfactory to the BENEFICIARY (such period is referred to herein as the "CONSTRUCTION TERM"), obtain and maintain or cause to be obtained and maintained builder's risk insurance, insuring against all risks which are customarily insured under "all-risk" builder's risk insurance, including, without limitation, coverage for any and all loss or damage caused by fire, collapse, vandalism, malicious mischief, water damage, damage from rain, snow, sleet or ice, use of defective materials or methods in such project, and such other risks as the BENEFICIARY may reasonably require. Each policy of builder's risk insurance shall be issued on a completed value basis, and the provisional amount of such insurance at all times during the CONSTRUCTION TERM shall be no less than the greater of (i) the full replacement value of the applicable portion of the SECURED PROPERTY as completed, or (ii) an amount sufficient to prevent co-insurance liability. At the end of each CONSTRUCTION TERM, the applicable builder's risk insurance shall be converted to casualty insurance meeting the requirements of the preceding paragraph.

c. Flood Insurance. If at any time all or any portion of the REAL PROPERTY is determined to be located in an area designated as a special flood hazard area or as otherwise having special flood or mudslide hazards ("FLOOD HAZARD AREA") by the Secretary of Housing and Urban Development or the Director of the Federal Emergency Management Agency, pursuant to the National Flood Insurance Reform Act of 1994, 42 U.S.C.A. § 4001-4129 (1994 & Supp. 2003) (amending the National Flood Insurance Reform Act of 1968 and the Flood Disaster Protection Act of 1973), the GRANTOR shall obtain and thereafter shall maintain flood hazard insurance in the full insurable value of the IMPROVEMENTS and the PERSONALTY located in or on such FLOOD HAZARD AREA, or the full amount of coverage available, if less than the full insurable value of such property. The GRANTOR shall be required to provide flood hazard insurance as described unless the GRANTOR's insurance broker or a substitute therefor acceptable to the BENEFICIARY certifies to the BENEFICIARY in writing that the REAL PROPERTY is not in a FLOOD HAZARD AREA.

d. General Requirements Applicable to Casualty, Builder's Risk and Flood Insurance. No policy of casualty, builder's risk or flood insurance shall be subject to an aggregate loss deductible which exceeds any amount designated by the BENEFICIARY as the permitted deductible with respect thereto. Duplicate originals or certified true copies of all policies of casualty insurance and, if applicable, builder's risk and flood insurance, shall be delivered to and retained by the BENEFICIARY. The GRANTOR shall provide the BENEFICIARY with receipts evidencing the payment of all premiums due on such policies. The BENEFICIARY shall be named under each such policy as first mortgagee, under a standard mortgage clause, and as sole loss payee. All casualty, builder's risk and flood insurance shall be written on forms which are satisfactory to the

BENEFICIARY, and which bear an endorsement prohibiting cancellation, material modification or termination, unless thirty (30) calendar days prior written notice thereof is provided to the BENEFICIARY. Promptly after any casualty loss, the GRANTOR shall give the BENEFICIARY notice of the same and the BENEFICIARY shall have the right to join the GRANTOR in adjusting any loss resulting from such casualty. The proceeds arising from any casualty loss shall be payable to the BENEFICIARY, to be applied in accordance with paragraph 1.4.1 (f) below.

e. No Separate Casualty, Builder's Risk or Flood Insurance. The GRANTOR shall not obtain any separate casualty, builder's risk or flood insurance policies concurrent in form or contributing in the event of loss with that insurance which is otherwise required to be maintained by the terms of this Section unless the BENEFICIARY is included thereon as a named insured under such policies with losses payable solely to the BENEFICIARY as provided in paragraph 1.4.1 (d) above and 1.4.1 (f) below.

f. Application of Insurance Proceeds. All insurance proceeds paid for each casualty loss to collateral securing any of the OBLIGATIONS shall be paid directly to the BENEFICIARY to be applied, at the BENEFICIARY's sole option, either (i) to the repayment of the OBLIGATIONS (whether or not otherwise then due), with the balance of any such proceeds, if any, payable to or otherwise for the account of the GRANTOR, or (ii) to the payment of charges or expenses actually incurred by the GRANTOR in the restoration, reconstruction, repair, renovation or replacement of the damaged or destroyed collateral, pursuant to terms and conditions acceptable to the BENEFICIARY in BENEFICIARY's sole discretion.

Section 1.4.2. Commercial General Liability and Workers' Compensation Insurance. The GRANTOR shall at all times maintain commercial general liability insurance providing for a single limit of liability of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for both injury to or death of a person and for property damage. The liability policies shall be endorsed to name the BENEFICIARY as insured thereunder, as BENEFICIARY's interest may appear, and shall provide that they may not be canceled, terminated or changed without thirty (30) calendar days written notice to the BENEFICIARY. GRANTOR shall also maintain worker's compensation insurance in such amounts as are required by applicable law or as is customary for businesses of the type being conducted. Duplicate originals or certified true copies of the aforementioned policies shall be delivered to and retained by the BENEFICIARY. The GRANTOR shall provide the BENEFICIARY with receipts evidencing the payment of all premiums due on such policies.

Section 1.4.3. Other Insurance Coverages. The GRANTOR shall maintain such other insurance coverages as are reasonably requested by the BENEFICIARY, or as are customarily maintained by persons or entities in similar circumstances having facilities of comparable size and offering comparable services or products as those of the GRANTOR.

Section 1.4.4. Qualification of Insurers. The insurance coverages required by this DEED OF TRUST shall be issued by insurers qualified to issue insurance in the state where the REAL PROPERTY is located (and, where necessary to provide the required coverage, any other jurisdiction in which property of the GRANTOR may be located or the GRANTOR may conduct operations or provide services). The insurers shall each be otherwise reasonably satisfactory to the BENEFICIARY.

Section 1.5. Escrow. The BENEFICIARY may require the deposit by the GRANTOR with the BENEFICIARY, of an amount sufficient to ensure the discharge of the obligations of the GRANTOR for: (a) the payment of taxes, assessments, levies, fees, rents, and other public charges imposed upon or assessed against the SECURED PROPERTY or the revenues, rents, issues, income, or profits thereof, as provided in Section 1.3; and/or (b) the payment of the premiums for fire, casualty, and other hazard insurance, builder's risk and flood insurance, as provided by Section 1.4. The determination of the amount so payable and of the

fraction or part thereof to be deposited with the BENEFICIARY, so that the aggregate of such deposits shall be sufficient to assure the payment of such expenses, shall be made by the BENEFICIARY in BENEFICIARY's sole and absolute discretion. Such amounts shall be applied to the payment of the obligations in respect to which such amounts were deposited or, at the option of the BENEFICIARY, to the payment of such obligations in such order of priority as the BENEFICIARY shall determine, on or before the date that they become delinquent. If the BENEFICIARY determines prior to the due date of any of the aforementioned obligations that the amount then on deposit shall be insufficient for the payment of such obligations in full, the GRANTOR, within five (5) calendar days after demand, shall deposit the amount of any deficiency with the BENEFICIARY. The contrary notwithstanding, the BENEFICIARY shall retain the right, but shall not assume any duty, to pay any such amount and to add the amount so paid together with interest at the highest rate provided for in the LOAN DOCUMENTS.

Section 1.6. Advancements. If the GRANTOR fails to perform any of the covenants contained in this DEED OF TRUST or fails to protect or preserve the SECURED PROPERTY or the status and priority of the lien and security interest of this DEED OF TRUST, the TRUSTEE or the BENEFICIARY may make advances to perform the same on behalf of the GRANTOR or to protect or preserve the SECURED PROPERTY or the status and priority of the lien and security interest of this DEED OF TRUST, and all sums so advanced shall immediately upon advancement become a lien and security interest upon the SECURED PROPERTY and shall be secured by this DEED OF TRUST. The GRANTOR shall repay on demand all sums so advanced on the GRANTOR's behalf, plus any expenses or costs incurred by the TRUSTEE or the BENEFICIARY, including attorneys' fees, with interest thereon at the highest rate provided for in the LOAN DOCUMENTS. The provisions of this Section shall not be construed to prevent the institution of foreclosure or other rights and remedies of the TRUSTEE in the event of a default by the GRANTOR. The contrary notwithstanding, the authorization contained in this Section shall impose no duty or obligation on the TRUSTEE or the BENEFICIARY to perform any action or make any advancement on behalf of the GRANTOR and is for the sole benefit and protection of the BENEFICIARY.

Section 1.7. Condition and Use of IMPROVEMENTS. The GRANTOR shall not: (a) abandon the SECURED PROPERTY; (b) commit any waste on the SECURED PROPERTY; or (c) make any change in the use of the SECURED PROPERTY which will in any way increase any ordinary fire or other hazard insurance risk arising out of the operation of, or the construction of IMPROVEMENTS on, the SECURED PROPERTY. The GRANTOR shall maintain and keep the SECURED PROPERTY in good operating order and condition at all times and shall promptly make, from time to time, all repairs, renewals, replacements, additions, and improvements in connection therewith which are needed or desirable. The IMPROVEMENTS shall not be removed, demolished or substantially altered, nor shall any PERSONALTY be removed therefrom, without the prior written consent of the BENEFICIARY, except where appropriate replacements, free of superior title, liens, security interests, or claims, are immediately made of a value at least equal to the value of the PERSONALTY removed. The GRANTOR shall permit the TRUSTEE or the BENEFICIARY, or their agents or employees, at all reasonable times to enter and inspect the SECURED PROPERTY.

Section 1.8. Title to Real Property; Permitted Liens. The GRANTOR warrants generally the REAL PROPERTY. The GRANTOR warrants to the BENEFICIARY that as of the date hereof the GRANTOR has good and marketable title to the SECURED PROPERTY free and clear of any and all liens, charges, restrictions, encumbrances, security interests and adverse claims whatsoever, other than liens, charges, restrictions, encumbrances or security interests which are: (a) set forth as exceptions to any commitment for title insurance or any title insurance policy accepted by the BENEFICIARY; and (b) expressly permitted as a prior lien or encumbrance pursuant to another provision of this DEED OF TRUST (the items described above are collectively referred to herein as "PERMITTED LIENS"). The GRANTOR covenants and agrees that, at all times until the full payment, performance and satisfaction of the OBLIGATIONS, the GRANTOR shall (i) maintain good and marketable title to the SECURED PROPERTY

CRITICAL AREA COMMISSION
FOR THE CHESAPEAKE AND ATLANTIC COASTAL BAYS
1804 WEST STREET, SUITE 100
ANNAPOLIS, MD 21401

PROJECT NOTIFICATION APPLICATION

GENERAL PROJECT INFORMATION

Jurisdiction:

Date:

Tax Map #	Parcel #	Block #	Lot #	Section
0057	0008	3	21	

FOR RESUBMITTAL ONLY

Corrections ☐
Redesign ☐
No Change ☐
Non-Critical Area ☐

*Complete Only Page 1
General Project Information

Tax ID:

Project Name (site name, subdivision name, or other) OYSTER HARBOR

Project location/Address 1415 HOWARD ROAD

City ANNAPOLIS Zip 21403

Local case number

Applicant: Last name DENT First name EDWARD

Company NEW VIEW CONSTRUCTION LLC

Application Type (check all that apply):

Building Permit	<input type="checkbox"/>	Variance	X <input type="checkbox"/>
Buffer Management Plan	<input type="checkbox"/>	Rezoning	<input type="checkbox"/>
Conditional Use	<input type="checkbox"/>	Site Plan	<input type="checkbox"/>
Consistency Report	<input type="checkbox"/>	Special Exception	<input type="checkbox"/>
Disturbance > 5,000 sq ft	<input type="checkbox"/>	Subdivision	<input type="checkbox"/>
Grading Permit	<input type="checkbox"/>	Other	<input type="checkbox"/>

Local Jurisdiction Contact Information:

Last name First name

Phone # Response from Commission Required By

Fax # Hearing date

SPECIFIC PROJECT INFORMATION

Describe Proposed use of project site:

Add a 29'-3 3/8" x 10'-0" open sundeck to the first floor of the front/street side of the existing house, the deck will be approximately 9'-5 1/8" of grade.

Intra-Family Transfer ☐ Yes
Grandfathered Lot ☐

Growth Allocation ☐ Yes
Buffer Exemption Area ☐

Project Type (check all that apply)

Commercial ☐
Consistency Report ☐
Industrial ☐

Recreational ☐
Redevelopment ☐
Residential ☒

Institutional ☐
Mixed Use ☐
Other ☐

Shore Erosion Control ☐
Water-Dependent Facility ☐

SITE INVENTORY (Enter acres or square feet)

	Acres	Sq Ft
IDA Area		
LDA Area		5,000
RCA Area		
Total Area		

Total Disturbed Area

Acres	Sq Ft
	1,638.03

of Lots Created

	Acres	Sq Ft		Acres	Sq Ft
Existing Forest/Woodland/Trees		1,000	Existing Lot Coverage		1,638.03
Created Forest/Woodland/Trees		0	New Lot Coverage		0
Removed Forest/Woodland/Trees		0	Removed Lot Coverage		0
			Total Lot Coverage		1,638.03

VARIANCE INFORMATION (Check all that apply)

	Acres	Sq Ft		Acres	Sq Ft
Buffer Disturbance			Buffer Forest Clearing		
Non-Buffer Disturbance			Mitigation		

Variance Type

Buffer ☐
Forest Clearing ☐
HPA Impact ☐
Impervious Surface ☐
Expanded Buffer ☐
Nontidal Wetlands ☐
Setback ☒
Steep Slopes ☐
Other ☐

Structure

Acc. Structure Addition ☐
Barn ☐
Deck ☒
Dwelling ☐
Dwelling Addition ☐
Garage ☐
Gazebo ☐
Patio ☐
Pool ☐

Shed
Other

Edward Dent - Agent
New View Construction LLC
Baltimore, MD 21213
Mobile: 410-285-4611 (Trudy)
Mobile: 410-320-4964 (Ed)

March 19, 2025

Anne Arundel County
Office of Planning Zoning
2664 Riva Road, P.O. Box 6675
Annapolis, Maryland 21401

Dear Sir or Madam:

1: The proposed use of the project site will be for a first floor deck to be located on the front of the house at the dining room and living room area. The project site is residential and will remain residential.

2: The existing trees and shrubs cover about 20% of the total area of the property. The area that will be disturbed by the new work will take place in an area that does not require any tree or shrub removal. ff.

3: The existing house is under construction and silt fences will remain until the entire project has been completed.

4: The new first floor open deck will not add to the existing impervious area, but the existing impervious area is at 41%.

- a) 1,238.03 SF impervious for existing house (25%)
- b) 400 SF for parking pad (8%)
- c) Total SF for site is 5,000 SF
- d) Total impervious area is 1638.03 SF (33%)

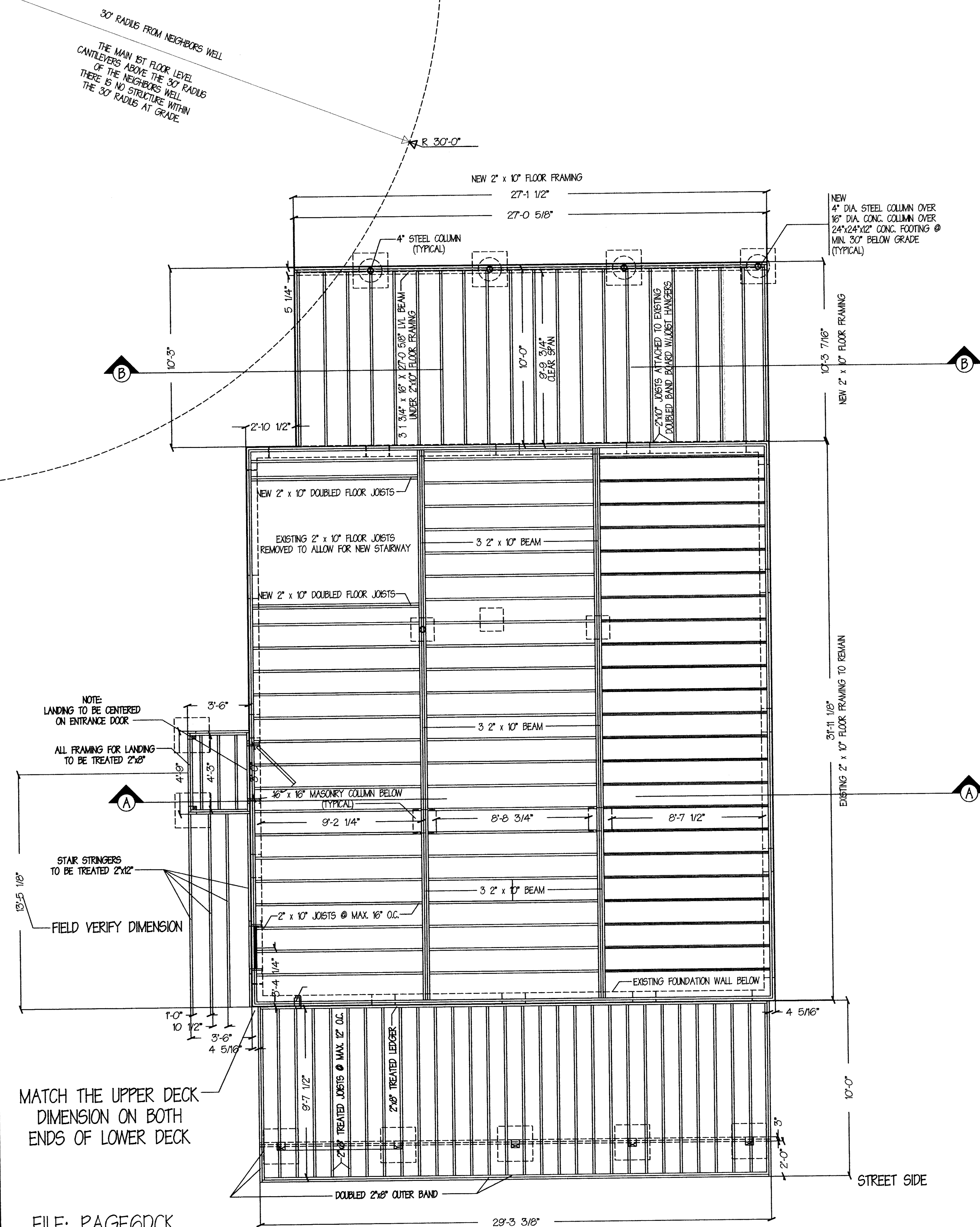
5: The property is located on 1415 Howard Road in Oyster Harbor and is subject to the Chesapeake Bay Critical Area Requirements for LDA. The entire property has very little slope.

Sincerely,

A handwritten signature in black ink, appearing to read 'Edward Dent', with a long, sweeping horizontal line extending to the right.

Edward Dent
Agent

EXISTING FIRST FLOOR FRAMING TO REMAIN
WITH FLOOR FRAMING FOR
FIRST FLOOR ADDITION ADDED

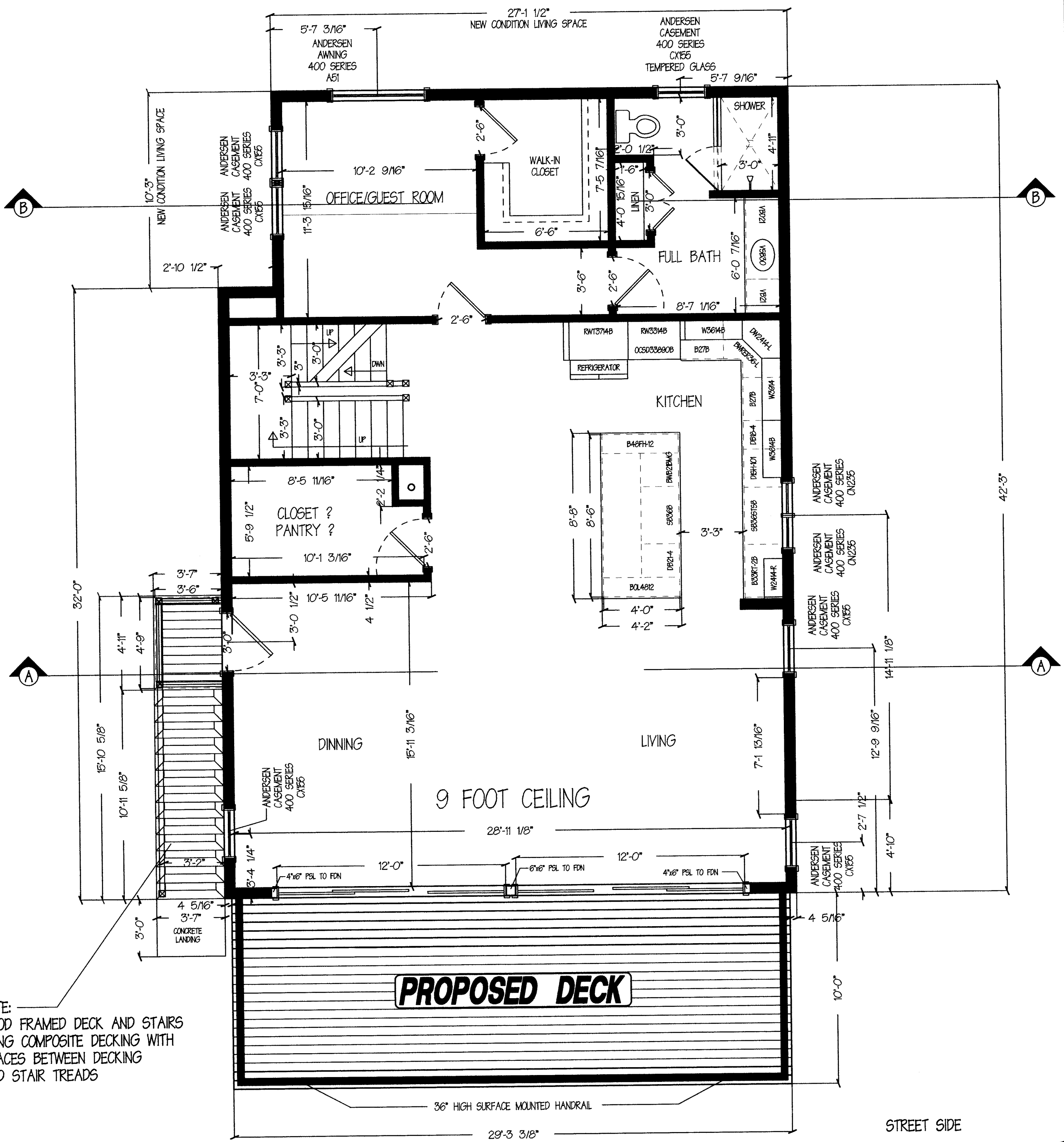


FILE: PAGE6DCK

NEW FIRST FLOOR PLAN

FIELD VERIFY
ALL DIMENSIONS

NOTE:
THE EXISTING 30' x 32' FIRST FLOOR 2"x4" WALLS
WILL REMAIN AND A 12" KNEE WALL WILL BE
ADDED TO CREATE A 9 FOOT CEILING,
THE WALLS WILL BE FURRED OUT 2" TO ALLOW
FOR NEW/R-21 BATT INSULATION



NOTE:
WOOD FRAMED DECK AND STAIRS
USING COMPOSITE DECKING WITH
SPACES BETWEEN DECKING
AND STAIR TREADS

Sheet No. 6
of 12
Scale: 1/4"=1'-0"

Project: WHOLE HOUSE
REMODEL W/ADDITION
Date: 03/22/2025

NEW VIEW CONSTRUCTION RESIDENTIAL PROJECT

1415 Howard Road
Annapolis, MD 21403
PHONE (443) 286-4611 (Trudy)
PHONE (410) 493-2905 (Alanah)

FIELD VERIFY
ALL DIMENSIONS

Sheet No. 11
of 12
Scale: 1/4"=1'-0"

Project: WHOLE HOUSE
REMODEL W/ADDITION
Date: 03/15/2025

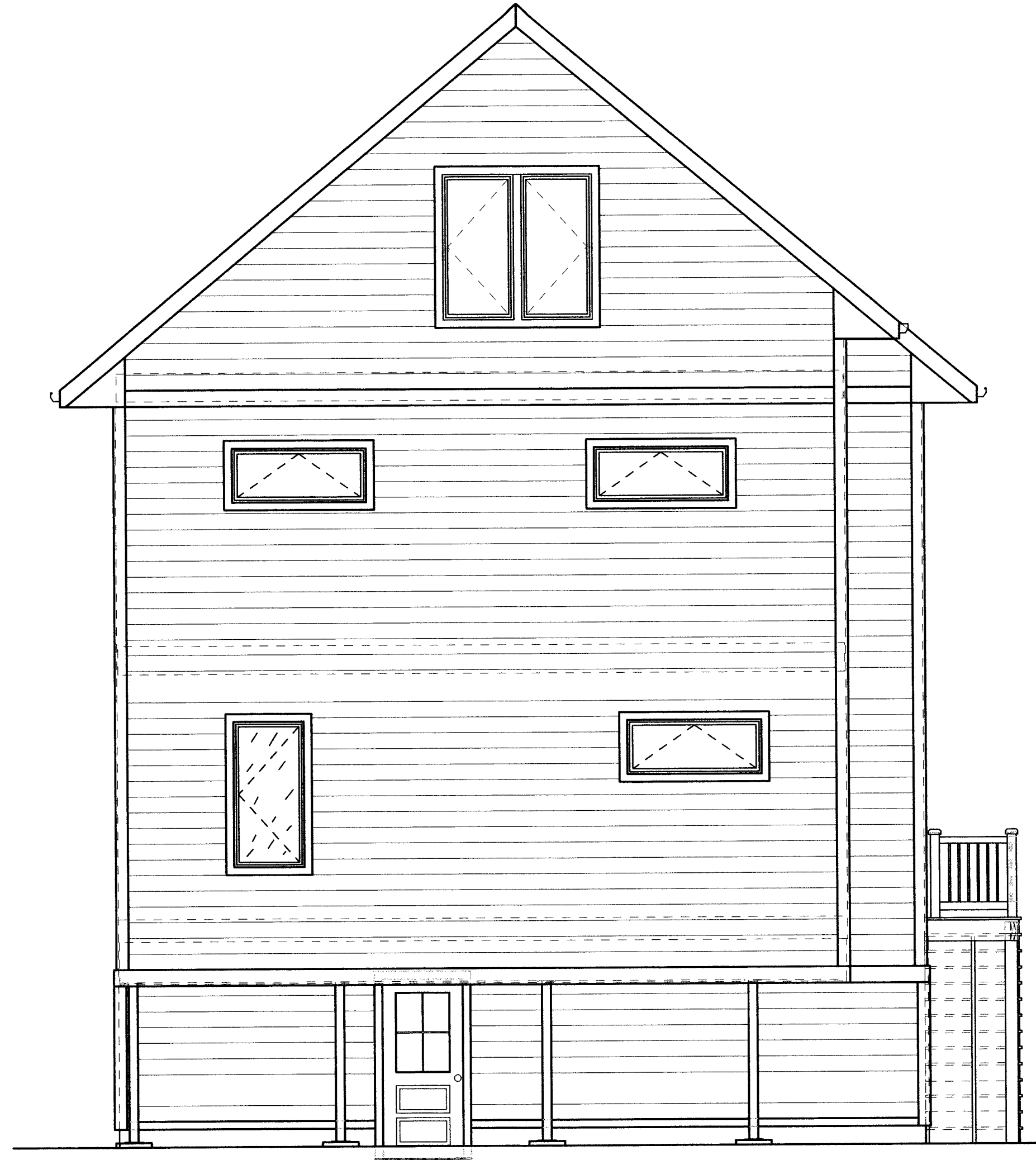
**NEW VIEW CONSTRUCTION
RESIDENTIAL PROJECT**

1415 Howard Road
Annapolis, MD 21403
PHONE (443) 286-4611 (Trudy)
PHONE (410) 493-2905 (Alanah)



NORTH ELEVATION (STREET SIDE)

FILE: PAG11DCK



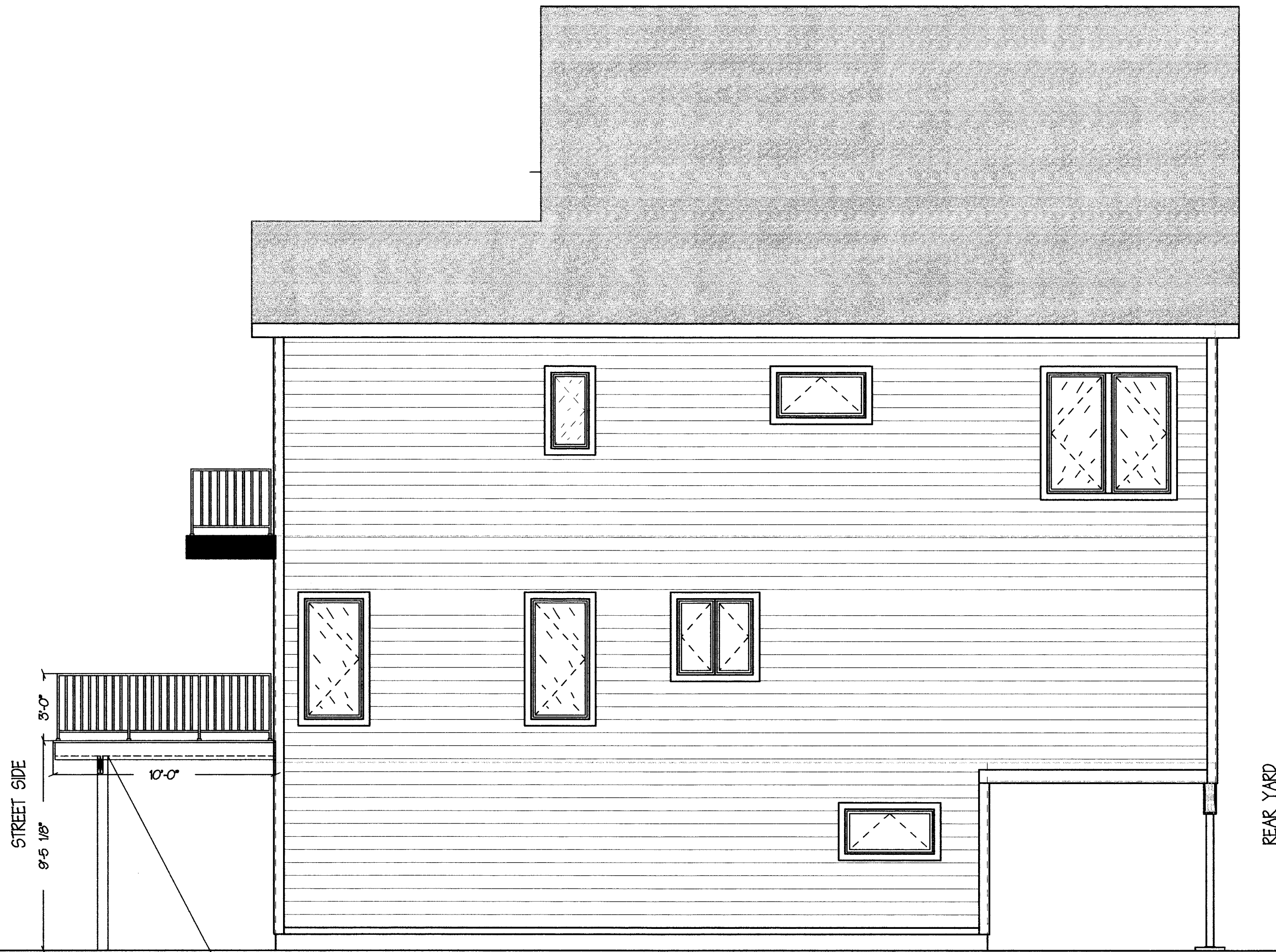
SOUTH ELEVATION (REAR YARD SIDE)



**PROPOSED
DECK**

EAST SIDE ELEVATION

FILE: PAG12DCK



**PROPOSED
DECK**

WEST SIDE ELEVATION

FIELD VERIFY
ALL DIMENSIONS

Sheet No. 12
of 12
Scale:
1/4"=1'-0"

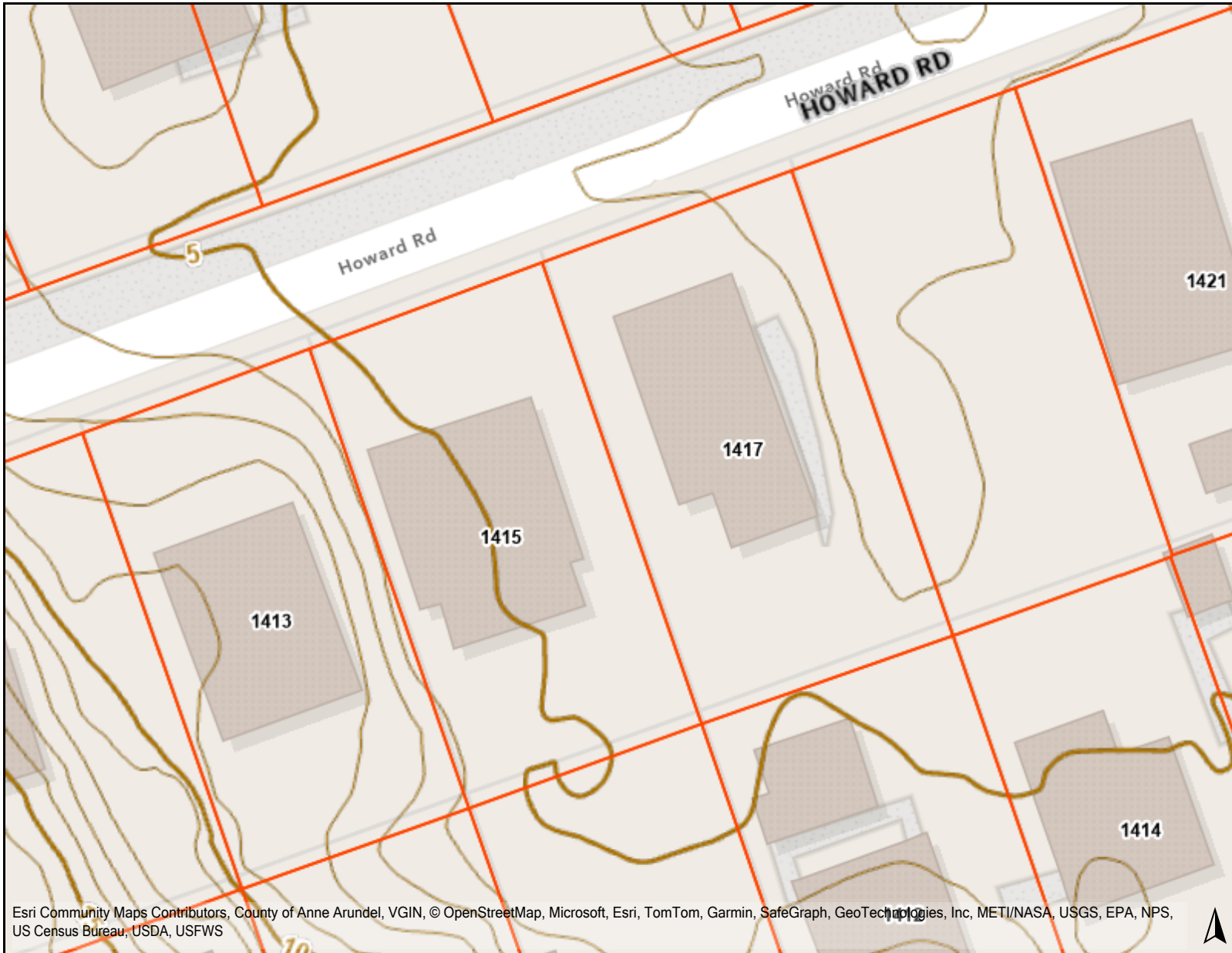
Project: WHOLE HOUSE
REMODEL W/ADDITION
Date: 03/22/2025

**NEW VIEW CONSTRUCTION
RESIDENTIAL PROJECT**

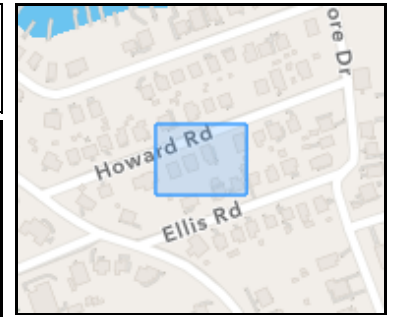
1415 Howard Road
Annapolis, MD 21403
PHONE (443) 286-4611 (Trudy)
PHONE (410) 493-2905 (Alanah)



Map Title



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Legend

Foundation

Addressing



Parcels



City of Annapolis Parcels



Elevation

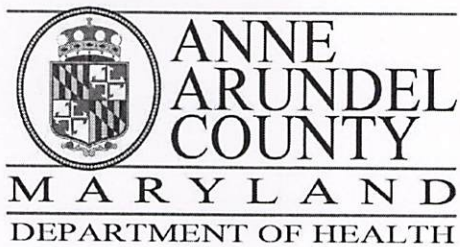
Topo 2023



Notes

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.

THIS MAP IS NOT TO BE USED FOR NAVIGATION




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
Bureau of Environmental Health 

DATE: April 4, 2025

RE: New View Construction, LLC
1415 Howard Road
Annapolis, MD 21403

NUMBER: 2025-0052-V

SUBJECT: Variance/Special Exception/Rezoning

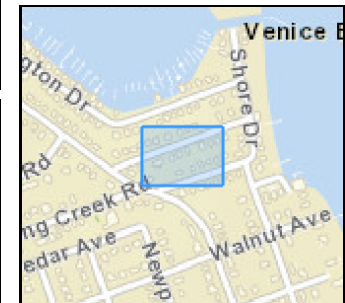
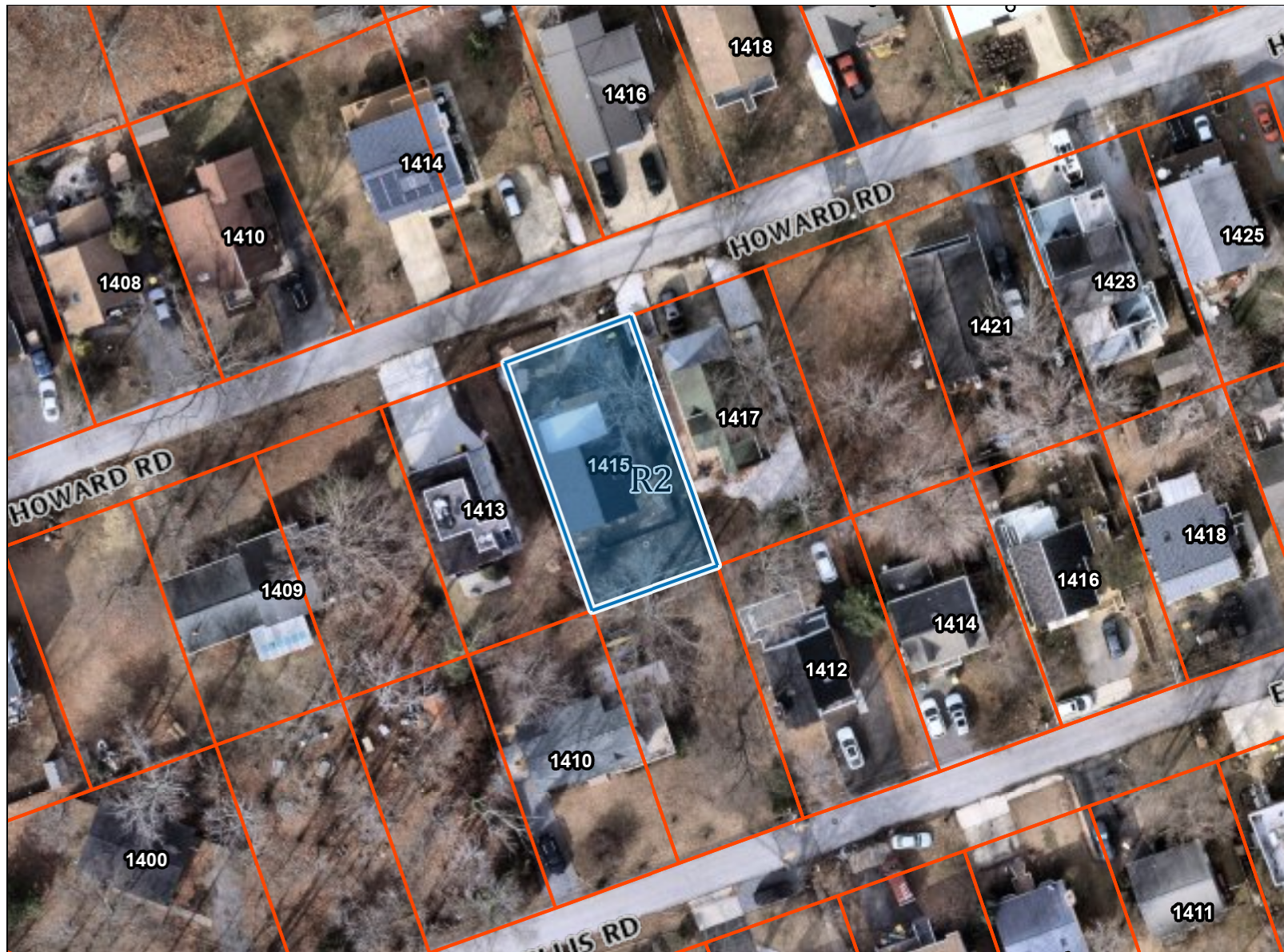
The Health Department has reviewed the above referenced variance to allow a dwelling addition (deck) with less setbacks than required.

The Health Department has reviewed the well water supply system for the above referenced property. The Health Department has determined that the proposed request does not adversely affect the well water supply system. The Health Department has no objection to the above referenced request.

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

cc: Sterling Seay

1415 Howard Rd



Legend

Foundation

Addressing



Parcels



Parcels - Annapolis City



Planning

County Planning



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Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Nearmap

0 50 100
ft



THIS MAP IS NOT TO BE
USED FOR NAVIGATION

Notes

IN THE OFFICE OF ADMINISTRATIVE HEARINGS

CASE NUMBER 1997-0085-V

IN RE: **WILLIAM AND KELLY BROWN**

SECOND ASSESSMENT DISTRICT

DATE HEARD: MAY 22, 1997

ORDERED BY: **STEPHEN M. LeGENDRE**, ADMINISTRATIVE HEARING OFFICER

ZONING ANALYST: **JOSEPH DEL BALZO**

DATE FILED: MAY 30, 1997

PLEADINGS

William and Kelly Brown, the applicants, seek a variance (1997-0085-V) to permit a dwelling addition with less setbacks than required on property located on the south side of Howard Road, east of Arundel on the Bay Road, Annapolis.

PUBLIC NOTIFICATION

The case was advertised in accordance with the provisions of the County Code. Mr. Brown testified that the property was posted for more than 14 days prior to the hearing.

FINDINGS AND CONCLUSIONS

The applicants own a single-family dwelling located at 1417 Howard Road in the subdivision of Oyster Harbor, Annapolis. The property comprises 5,000 square feet and is zoned R-2 residential. The applicant proposes to construct a 12' X 27' deck on the front of the home. The deck will be 18 feet from the front property line.

The Anne Arundel County Code, Article 28, Section 2-405 requires a front yard setback of 30 feet in the R-2 zone. Accordingly, this proposal requires a variance of 12 feet.

Joseph Del Balzo, a zoning analyst with the Department of Planning and Code Enforcement, testified that the property is one-fourth of the typical minimum

lot size required for the R-2 district, such that some variance relief is warranted. Nevertheless he felt that the requested variance exceeded the minimum necessary to afford relief to the zoning code. Based on his understanding that the deck was intended to provide an additional emergency escape route, he recommended a five (5) foot variance to permit a five (5) foot wide deck.

Mr. Brown submitted a list of properties in the neighborhood with improvements setback less than 30 feet from the front property line. He indicated an intention of using the deck as a sundeck and stated that his neighbors had no objection to the proposal. Finally, he expressed a willingness to decrease the deck width by 2 feet, from 12 feet to 10 feet wide.

At this juncture, Mr. Del Balzo revised his recommendation to support a 10-foot variance premised on Mr. Brown's testimony that there are similarly located structures in the neighborhood.

Upon the review of the facts and circumstances, I find and conclude that the applicants are entitled to relief from the zoning code. The lot is obviously substandard as to size. There is an indication of other properties with reduced front yards in the neighborhood. I find and conclude that a modified variance of 10 feet is the minimum necessary to afford relief. The granting of a modified variance will neither alter the essential character of the neighborhood nor substantially impair the appropriate use or development of adjacent property. The granting of a modified variance is not detrimental to the public welfare.

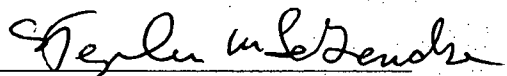
Accordingly, the applicant shall be **granted** a modified variance of 10 feet to the required 30-foot front property line setback to permit the construction of a 10-foot wide deck along the front of the home.

ORDER

PURSUANT to the application of William and Kelly Brown, petitioning for a variance to permit a dwelling addition with less setbacks than required; and

PURSUANT to the advertising, posting of the property, and public hearing and in accordance with the provisions of law, it is this 30th day of May 1997,

ORDERED, by the Administrative Hearing Officer of Anne Arundel County, that the applicants are hereby **granted a modified** variance of 10 feet to the required 30-foot front property line setback to permit the construction of a 10-foot wide deck along the front of the home.


Stephen M. LeGendre
Administrative Hearing Officer

NOTICE TO APPLICANT

Within thirty (30) days from the date of this Decision, any person, firm, corporation, or governmental agency having an interest therein and aggrieved thereby may file a Notice of Appeal with the County Board of Appeals.

Further, Section 11-102.2 of the Anne Arundel County Code states:

A special exception or variance granted under the provisions of this Article shall become void unless a building permit conforming to the plans for which the

FINDINGS AND RECOMMENDATION
DEPARTMENT OF PLANNING AND CODE ENFORCEMENT
ANNE ARUNDEL COUNTY, MARYLAND

APPLICANT: William and Kelly Brown

ASSESSMENT DISTRICT: Second

CASE NUMBER: 1997-0085-V

COUNCILMANIC DISTRICT: Sixth

HEARING DATE: May 22, 1997

PREPARED BY: Joe Del Balzo, AICP
Planner II

REQUEST

The applicant seeks a variance to allow a dwelling addition with less setbacks than required.

LOCATION AND DESCRIPTION OF SITE

The subject property is 5,000 square feet located on the south side of Howard Street, approximately 450 feet east of Arundel on the Bay Road in Annapolis. Known as Lot 20 in Block 3 of Oyster Harbor, which is designated as Parcel 08 in Block 21 of Tax Map 57, the site is improved with a single family home.

The current R2 residential zoning classification of the site was received as a result of the comprehensive zoning for the Second (Annapolis Neck) Assessment District, effective December 29, 1985. The property is in the Critical Area in the LDA Classification.

APPLICANT'S PROPOSAL

The applicant proposes to construct a 12' by 27' deck along the front of the home. The deck will come to within 18 feet of the front property line.

REQUESTED VARIANCE

Section 2-405 of the Anne Arundel County Zoning Ordinance requires a front yard setback of 30 feet in the R2 Zone. With the proposed 18-foot setback, the applicant requests a variance of 12 feet.

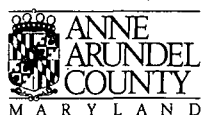
RECOMMENDATION

With regard to the standards by which a variance may be granted, as set forth in Section 11-102.1, staff makes the following findings and recommendation.

Variances may not be granted unless there is evidence of a hardship that renders the property unbuildable, or that there is practical difficulty in complying with the law. The typical minimum lot size in the R2 Zone is 20,000 square feet. This is reduced to 15,000 square feet upon the provision of public water and sewer. There is a relationship between the minimum lot size in a zone and the setbacks required. In this case, the lot is one-quarter of the typical minimum lot size, so some variance relief is warranted. However, the applicant's request exceeds the minimum necessary. The applicant states, in the memorandum accompanying the application, that the deck is necessary to provide a third emergency escape route. Many homes exist with just two, but a third could be considered desirable. However, PACE questions whether a 12-foot deck is necessary for escape.

The front yard setback in the R5 Zone is 25 feet, and the subject lot is closer in size to standard lots found in an R5 district. Therefore, given the small size of the property relative to the normal R2 restrictions, and the need to provide an emergency escape, PACE has no objection to a variance of five feet to allow a five-foot deck for emergency escape. However, PACE cannot support the variance as requested.

CASE # 1997-085-U
FEE PAID 125.00
DATE 3-17-97



ZONE R2 ALEX 26D6
200 MAP 129 1000 MAP _____
CRITICAL AREA:
IDA _____ LDA _____ RCA _____

VARIANCE APPLICATION

Applicant: WILLIAM AND KELLY BROWN
(All persons having 10% or more interest in property)

Property Address: 1417 HOWARD RD ANNAPOLIS MD

Property Location: 50' feet of frontage on the (n, s, e, w) side of
HOWARD RD street, road, lane, etc.; 450 feet
(n, s, e, w) of ANN. ON THE BAY RD street, road, lane, etc. (nearest intersecting street).

Tax Account Number 2-597-1157-0720 Tax District 2 Council District 06

Waterfront Lot N/A Corner Lot N/A Deed Title Reference _____

Zoning of Property R2 Lot # 20 Tax Map _____ Block 3 Parcel 1

Area (sq. ft. or acres) 5000 Subdivision Name OYSTER HARBOR

Variance to allow dwelling addition with less setbacks than required.

Description of Proposed Variance Requested (Explain in sufficient detail including distances from property lines, heights of structures, size of structures, use, etc.) DECK ON FRONT OF
HOUSE - 27' X 12' - APPROX 9' HIGH - FINISHED DECK
TO BE APPROX 18' FROM STREET

The applicant hereby certifies that he or she has a financial, contractual, or proprietary interest equal to or in excess of 10 percent of the property; that he or she is authorized to make this application; that the information shown on this application is correct; and that he or she will comply with all applicable regulations of Anne Arundel County, Maryland.

SAME
Applicant's Signature

Print Name

Street Number, Street, PO Box

City, State, Zip

Home Phone _____ Work Phone _____

X William H Brown
Owner's Signature

WILLIAM H BROWN
Print Name

1417 HOWARD RD
Street Number, Street, PO Box

ANNAPOLIS MD 21403
City, State, Zip

410-267-6647
Home Phone _____ Work Phone _____

For Office Use Only

Application accepted by Anne Arundel County, Office of Planning and Zoning:

Joe Del Bago
Signature

3-17-97
Date

FLOOD ZONE: A-8 as shown on FEMA Panel: 240008 00.44. Annapolis 240009 0005B)
 Fences are approximate only, and may not be shown.
 Condominium/Townhouse locations assume that plats, deeds are calling for division walls (as-built) as boundaries of lots.
 Unless otherwise shown, no property pipes were found at this site.

LEGEND

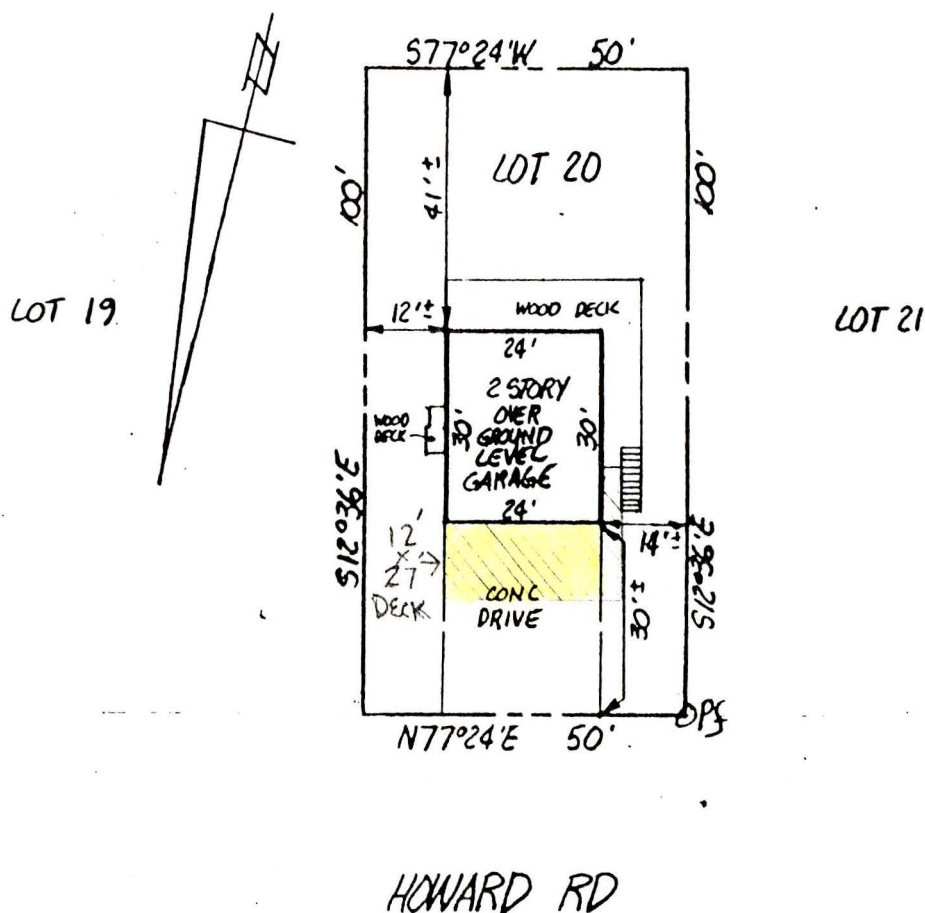
Shed (unsurveyed) S

Blacktop Drive

Gravel Drive

AH947-26 1417 HOWARD RD
 5/11/94 ANNAPOLIS AA
 CASE # 94-0178

LOT 6



NOTE: This is an improvements location survey only, and cannot be relied upon as a Boundary Survey etc. No Title Report furnished. No statement made by this plat as to ownership of any property or right or interest therein. Information may have been supplied by others to produce this drawing; no responsibility whatsoever is accepted for the accuracy of such information. In case of doubt, we recommend a Boundary Survey.



SURVEY ASSOCIATES OF MARYLAND INC
 106 OLD SOLOMONS ISLAND RD, SUITE 100,
 ANNAPOLIS MD 21401. PHN (410) 266 0918 (410) 266 7211

SCALE: 1"=30'

APPROVED BY:

DRAWN BY BAM

DATE: 5/09/94

REVISED

IMPROVEMENTS LOCATION: 1417 HOWARD RD

LOT 20 BLOCK 3 PLAT NUMBER 1 OYSTER HARBOR

2ND DISTRICT, ANNE ARUNDEL COUNTY, MD

DRAWING NUMBER

111917-21

DAVID M GREEN, Prop LS 311 MD

Subdiv PLAT BK: ?? PAGE: 9

Notes & Remarks:

IN THE OFFICE OF ADMINISTRATIVE HEARINGS

CASE NUMBER 2006-0209-V

IN RE: MATTHEW AND KRISTEN FLEMING

SECOND ASSESSMENT DISTRICT

DATE HEARD: AUGUST 1, 2006

ORDERED BY: STEPHEN M. LeGENDRE, ADMINISTRATIVE HEARING OFFICER

PLANNER: ROBERT KONOWAL

DATE FILED: AUGUST 4, 2006

PLEADINGS

Matthew and Kristen Fleming, the applicants, seek a variance (2006-0209-V) to allow a covered porch addition with less setbacks than required on property located along the south side of Howard Road, east of Arundel on the Bay Road, Annapolis.

PUBLIC NOTIFICATION

The hearing notice was posted on the County's web site in accordance with the County Code. The file contains the certification of mailing to community associations and interested persons. Each person designated in the application as owning land that is located within 175 feet of the property was notified by mail, sent to the address furnished with the application. Mr. Fleming testified that the property was posted for more than 14 days prior to the hearing. I find and conclude that the requirements of public notice have been satisfied.

FINDINGS AND CONCLUSIONS

The applicants own a single-family residence with a street address of 1417 Howard Road, in the Oyster Harbor subdivision, Annapolis. The property comprises 5,000 square feet and is zoned R-2 residential with a Chesapeake Bay Critical Area designation as Limited Development Area (LDA). Case No. 1997-0085-V (May 30, 1997) approved a modified variance of 10 feet to the required 30-foot front setback to allow a deck addition. The present request is to enclose

the center portion of the deck, an area measuring 10 by 18 feet. The project requires the confirmation of previously approved variance.¹

Robert Konowal, a planner with the Office of Planning and Zoning, reiterated the testimony from the prior hearing that the property is below the minimum area and width for the district. He also indicated that the proposed addition is considered modest in size and the request is consistent with other development in the neighborhood. However, Mr. Konowal questioned whether the granting of the variance would have an adverse impact on the use or development of adjacent property.² There were no adverse agency comments. By way of conclusion, Mr. Konowal opposed the request, unless the applicants show the absence of adverse impacts.

Mr. Fleming testified that the porch would provide protection from insects. An existing rear deck addition could not be enclosed due to the proximity to the water well. He supplied several site and neighborhood photographs. The construction is consistent with other development in the neighborhood, including nonconforming porch additions in the immediate area. Finally, the next adjacent lot to the east - which is in common ownership with the vacant lot - is developed with a dwelling located 19 feet from the front boundary.

There was no other testimony in the matter.

¹ Bill No. 4-05 revised, restated and recodified the zoning code. The front setback for the R-2 district remains 30 feet. See, Article 18, Section 18-4-601.

² The property to the east is unimproved; the property to the west is improved with a dwelling that complies with the setback.

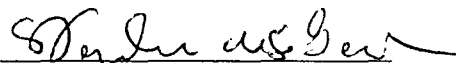
Upon review of the facts and circumstances, I find and conclude that the applicants are entitled to relief from the code. In this regard, I adopt the findings and conclusions of the prior Order. More particularly, the lot is substandard as to size; other properties have reduced front yards in the neighborhood; and the granting of the relief does not alter the essential character of the neighborhood, substantially impair the use or development of adjacent property and is not a detriment to the public welfare. These findings also consider the photographs submitted in the present record.

ORDER

PURSUANT to the application of Matthew and Kristen Fleming, petitioning for a variance to allow a covered porch addition with less setbacks than required; and

PURSUANT to the notice, posting of the property, and public hearing and in accordance with the provisions of law, it is this 4th day of August, 2006,

ORDERED, by the Administrative Hearing Officer of Anne Arundel County, that the applicants are **granted** a variance of 10 feet to the required 30-foot front setback to allow the construction of a porch addition (10 by 18 by 9 feet).


Stephen M. LeGendre
Administrative Hearing Officer

NOTICE TO APPLICANT

Within thirty days from the date of this Decision, any person, firm, corporation, or governmental agency having an interest therein and aggrieved thereby may file a Notice of Appeal with the County Board of Appeals.

Further Section 18-16-405(a) provides that a variance expires by operation of law unless the applicant obtains a building permit within eighteen months. Thereafter, the variance shall not expire so long as construction proceeds in accordance with the permit.

If this case is not appealed, exhibits must be claimed within 60 days of the date of this Order, otherwise that will be discarded.

"County Exhibit"

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

APPLICANT: Matthew & Kristen Fleming

ASSESSMENT DISTRICT: 2nd

CASE NUMBER: 2006-0209-V

COUNCILMANIC DISTRICT: 6th

HEARING DATE: August 1, 2006

PREPARED BY: Robert Konowal
Planner

REQUEST

The applicant is requesting a variance to allow a dwelling addition with less setbacks than required for lands located at 1417 Howard Road in the subdivision of Oyster Harbor in Annapolis.

LOCATION AND DESCRIPTION OF SITE

The subject property has 50 feet of road frontage on the south side of Howard Road, 338 feet east of Arundel on the Bay Road. These lands have an area of 5,000 square feet. The site is shown on Tax Map 57, Block 3 as Parcel 8, Lot 20 and zoned "R2-Residential District". The current zoning for the subject property was adopted by the comprehensive rezoning for Annapolis Neck December 29, 1985. The property is located in the Critical Area and has been designated "LDA – Limited Development Area".

The site is currently improved with a 2 ½ storey single-family detached dwelling, with attached decks front and rear.

APPLICANT'S PROPOSAL

The applicant is proposing to cover a 10-foot by 18-foot portion of the existing front attached deck.

REQUESTED VARIANCES

Section 18-4-601. of the of the Anne Arundel County Zoning Ordinance requires that a principal structure be setback a minimum of 30 feet from the front lot line. The applicant is proposing to provide 20 feet to the front lot line necessitating a variance of 10 feet.

FINDINGS

The subject property does not meet the dimensional requirements of the Code for a lot in a R2 Zone. While the application does relate to existing construction the house was constructed fairly recently (c. 1987) and has already been the subject of a variance application (1997-0085-V) which allowed the deck to be constructed in its current location 20 feet from the front property line. The house and proposed addition are modest in size and construction on the property has been constrained by the small size of the property and need for a well. There are other properties in the neighborhood that have been located in a similar fashion and consequently approval of the variance will not necessarily alter the essential character of the neighborhood. However there is a concern that the proposed structure could have an adverse impact on the future use of the abutting property to the east which is vacant and the lot to the west which is already

improved and been sited in accordance with the Code.

The Anne Arundel Soil Conservation District indicated an approved sediment and erosion control plan might be required prior to construction. The Anne Arundel Department of Health has evaluated the on-site well water supply system and determined that the request will not adversely affect these systems. The Health Department has no objection to the variance request.

RECOMMENDATION

With regard to the standards by which a variance may be granted as set forth under Section 18-16-305. under the County Zoning Ordinance, the Office of Planning and Zoning recommends that the application be denied unless the applicant can demonstrate the addition will have no adverse impact on immediately adjacent properties.

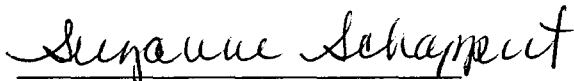
This recommendation does not confirm the legal status of a lot. The legality of a lot is determined through the building permit process.



Robert Konowal
Planner

7.26.06

Date



Suzanne Schappert
Planning Administrator

7.26.06

Date

8/1/06 @ 10:00

CASE # 2006-0209-V
FEE PAID \$180.00
DATE 6/8/06



ZONE _____ ALEX _____
200 MAP _____ 1000 MAP _____
CRITICAL AREA:
IDA _____ LDA X RCA _____

isign

VARIANCE APPLICATION

Applicant: MATTHEW AND KRISTEN FLEMING

(All persons having 10% or more interest in property)

Property Address: 1417 HOWARD RD. ANNAPOLIS, MD 21403

Property Location: 50 feet of frontage on the (n, s, e, w) side of 338
HOWARD street, (road, lane, etc.); 338 feet
(n, s, e, w) of ARUNDEL ON THE BAY street, (road, lane, etc. (nearest intersecting street).

2597 1157 0720

Tax Account Number 11570720

Tax District 02 Council District 6

Waterfront Lot N/A Corner Lot N/A Deed Title Reference 10982/710

Zoning of Property R2 Lot # 20 Tax Map 0057 Block 3 Parcel 0008

5000 sq ft Block 3 Plat 1

Area (sq. ft. or (acres) 0.15 acres Subdivision Name OYSTER HARBOR /0597

Variance to allow a dwelling addition (covered porch) with less
Description of Proposed Variance Requested (Explain in sufficient detail including distances from
property lines, heights of structures, size of structures, use, etc.) We propose to construct a
9'(h) x 10'(w) x 18'(L) covered porch over an existing deck that is
approximately 20' from the road & property line in front of the
house. setbacks than required.

The applicant hereby certifies that he or she has a financial, contractual, or proprietary interest equal to or in excess of 10 percent of the property; that he or she is authorized to make this application; that the information shown on this application is correct; and that he or she will comply with all applicable regulations of Anne Arundel County, Maryland.

Kristen B. Fleming
Applicant's Signature

KRISTEN B. FLEMING

Print Name

1417 HOWARD RD.

Street Number, Street, PO Box

ANNAPOLIS, MD 21403

City, State, Zip

410-267-0427

Home Phone

410-260-8771

Work Phone

Matthew B. Fleming
Owner's Signature

MATTHEW

KRISTEN B. FLEMING AND FLEMING

Print Name

1417 HOWARD RD.

Street Number, Street, PO Box

ANNAPOLIS, MD 21403

City, State, Zip

410-267-0427

Home Phone

410-260-8771

Work Phone

For Office Use Only

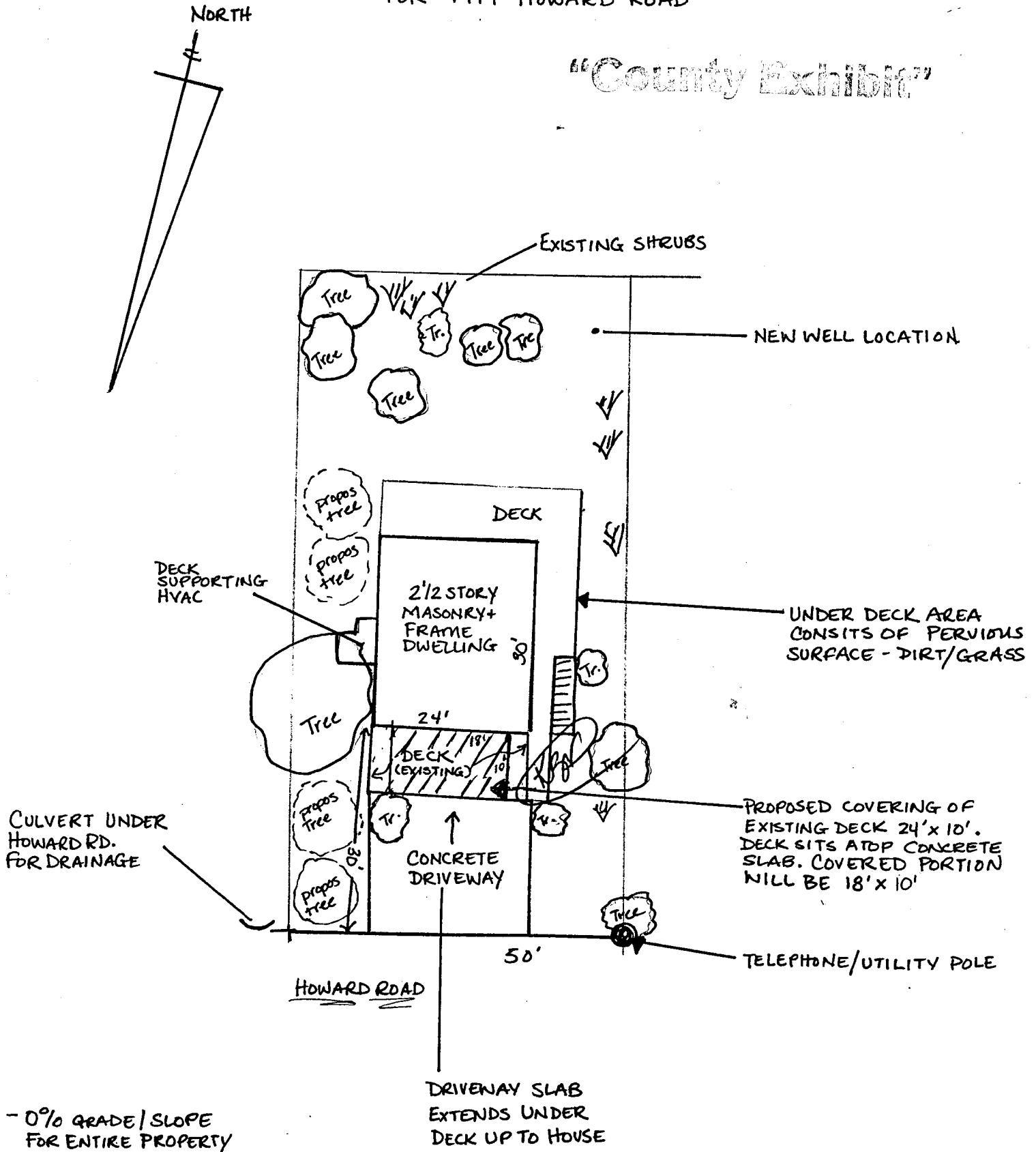
Application accepted by Anne Arundel County, Office of Planning and Zoning:

Patricia A. Cotter
Signature

6/8/06
Date

ADMINISTRATIVE SITE PLAN FOR 1417 HOWARD ROAD

"County Exhibit"



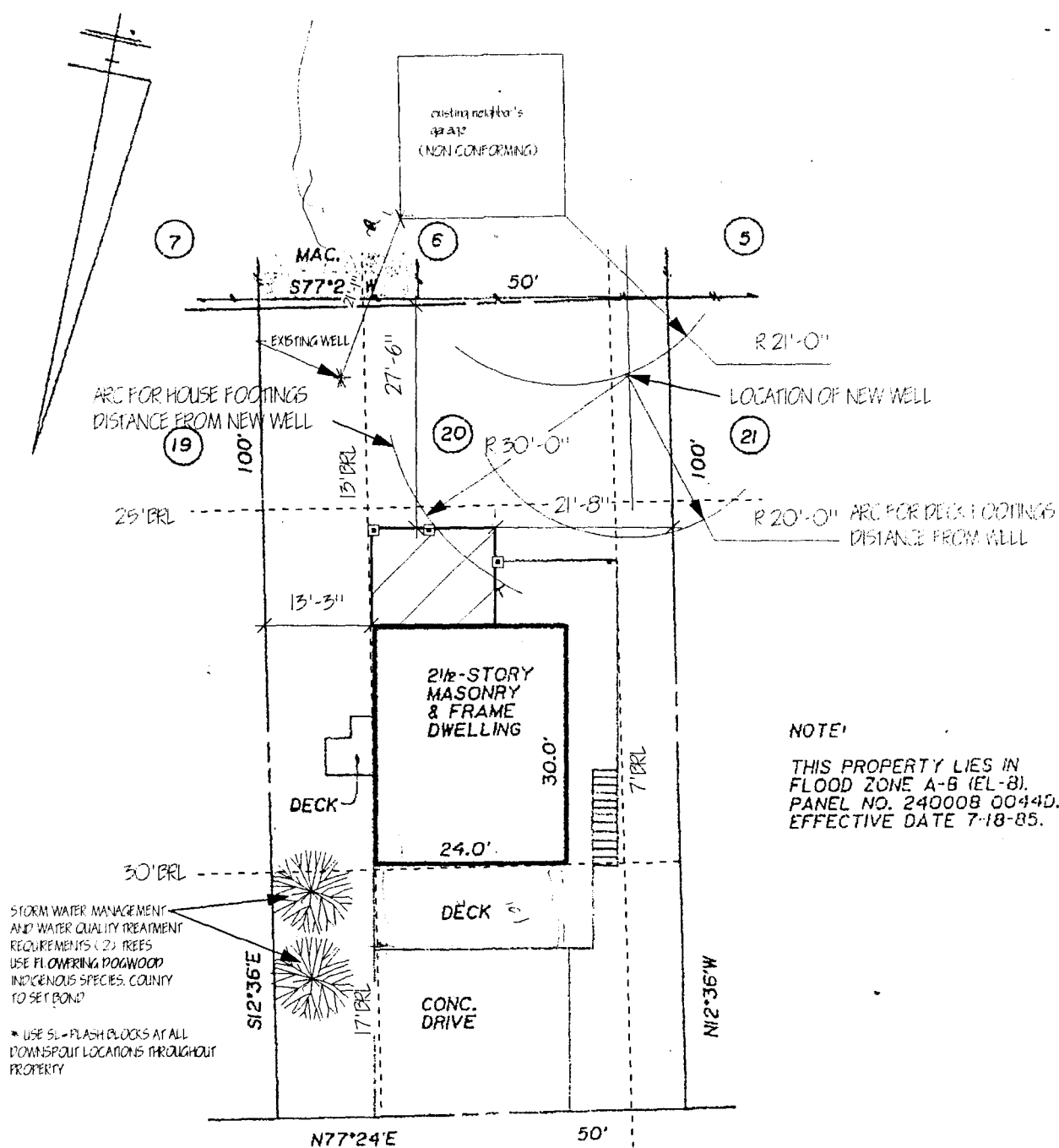
- (2) - PROPERTY ENTIRELY IN ZONE R2
- (3) - PROPERTY ENTIRELY IN LDA of CRITICAL AREA
- (8) - NO EASEMENTS
- (9) - NOT APPLICABLE
- (1) - PROPERTY ENTIRELY IN 100YR. FLOODPLAIN

1" = 20' scale

"County Exhibit"

1410 CRAIN HIGHWAY, N.W. SUITE 7B GLEN BURTON, GA 30146
(410) 768-2121 FAX (410) 553-9081

NOTE: NOT TO BE USED FOR THE ISSUANCE OF PERMITS.



NOTE:

THIS PROPERTY LIES IN
FLOOD ZONE A-B (EL-8).
PANEL NO. 240008 0044D.
EFFECTIVE DATE 7-18-85.

HOWARD ROAD

20 sea k

PROPERTY LINE SURVEY RECOMMENDED
TO DETERMINE THE EXACT LOCATION OF
IMPROVEMENTS AND/OR ENCROACHMENTS,
IF ANY.