

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


**APPLICANT:** Samuel Clark

**ASSESSMENT DISTRICT:** 3rd

**CASE NUMBER:** 2025-0073-V

**COUNCILMANIC DISTRICT:** 5th

**HEARING DATE:** July 15, 2025

**PREPARED BY:** Donnie Dyott Jr.   
Planner

**REQUEST**

The applicant is requesting a variance to allow an accessory structure (shed) with less setbacks and buffer than required and with disturbance to slopes of 15% or greater on property located at 1635 Orchard Beach Road in Annapolis.

**LOCATION AND DESCRIPTION OF SITE**

The subject site consists of approximately 2.7 acres of land and is identified as Parcel 82 in Block 9 on Tax Map 46. The subject property is zoned R1 - Residential District and is a waterfront property on Mill Creek located within the Chesapeake Bay Critical Area. The property has a split designation of LDA - Limited Development Area and RCA - Resource Conservation Area. The majority of the site and the subject of this variance is located within the LDA. The site is currently improved with a single family detached dwelling and associated facilities.

**APPLICANT'S PROPOSAL**

The applicant proposes to construct a shed measuring 14' X 24' on a gravel pad measuring 16' X 26' southwest of the existing dwelling.

**REQUESTED VARIANCES**

§ 17-8-201(a) of the Code stipulates that development in the Limited Development Area (LDA) may not occur within slopes of 15% or greater unless development will facilitate stabilization of the slope; is to allow connection to a public utility; or is to provide direct access to the shoreline. The proposed Limit of Disturbance (LOD) for the shed and pad will disturb slopes of 15% or greater, necessitating a variance to this provision. Exact slope disturbance will be determined at the time of permit.

§ 18-13-104(a) of the Code requires that there shall be a minimum 100-foot buffer landward from the mean high-water line of tidal waters, tributary streams and tidal wetlands. § 18-13-104 (b) provides for an expanded buffer where there are contiguous steep slopes of 15% or more and is to be expanded by the greater of four feet for every 1% of slope or to the top of the slope and shall include all land within 50 feet from the top of the slopes. § 17-8-301 of the Subdivision Code states that development on properties containing buffers shall meet the requirements of Title 27 of the State Code of Maryland (COMAR). § 27.01.01 (B) (8) (ii) of COMAR states a buffer exists

“to protect a stream tidal wetland tidal waters or terrestrial environment from human disturbance.” § 27.01.09 E. (1) (a) (ii) of COMAR authorizes disturbance to the buffer for a new development activity or redevelopment activity by variance. The proposed improvements are located within the expanded buffer to Mill Creek stream and Mill Creek, necessitating a variance to this provision. Exact buffer disturbance will be determined at the time of permit.

No setback variances are required.

## **FINDINGS**

The property at 2.7 acres far exceeds the minimum size and width requirements for a lot in the R1 District. According to the proposal, the total lot coverage after development will be 3,523 square feet which appears to be within the allowable limit. Exact lot coverage calculations will be determined at the time of permit.

The applicant describes that presence of steep slopes and the expanded buffer requirement limits the buildable space on the property. It is described that the proposed site is level and naturally clear, requiring no brush or tree removal while maintaining minimal visibility from the road to maintain the natural aesthetic of the area. It is argued that other locations would necessitate the removal of trees, make the shed the focal point of an otherwise natural area, obstruct the neighbor's water view and possibly block a wood trail that has been made available to the neighborhood.

The **Health Department** commented that the proposed request does not adversely affect the on-site sewage disposal system and well water supply system and has no objection to the request.

The **Cultural Resources Division** commented that the proposed shed is unlikely to have an adverse effect due to limited disturbance. It should be noted that this property has high archaeological potential, so any future grading/building permits are subject to review per Article 17-6-502.

The **Development Division (Critical Area Team)** commented that there is ample room to locate a structure outside of the expanded buffer. This location cannot be supported as it does not meet the approval standards for a variance.

The **Critical Area Commission** commented that the applicant has ample opportunity and space to relocate the proposed shed outside of the expanded buffer and steep slopes, thus not necessitating a variance. As the applicant could locate the shed outside of the expanded buffer, the request does not meet each and every one of the critical area variance standards. If this request were to be denied for the construction of the shed within the expanded buffer and with disturbance to steep slopes, the applicant would still have reasonable and significant use of the lot.

For the granting of a critical area variance, a determination must be made on the following:

Because of certain unique physical conditions, such as exceptional topographical conditions peculiar to and inherent in the particular lot or irregularity, narrowness, or shallowness of lot size and shape, strict implementation of the County's critical area program would result in an unwarranted hardship or practical difficulty. In this case the property is of adequate size and width

2025-0073-V

for the R1 District. While a large part of the site is constrained by the presence of steep slopes and the expanded buffer, several areas remain to locate the shed outside of the expanded buffer and steep slopes. As such, this Office does not find any unique physical conditions or exceptional circumstances that would warrant variance relief.

A literal interpretation of the County's critical area program will not deprive the applicant of rights that are commonly enjoyed by other properties in similar areas as the site appears to be able to provide locations for the shed that do not require variance relief. The granting of the variance will not confer on the applicant a special privilege that would be denied by COMAR, Title 27. This request is not a result of actions by the applicant and does not arise from any condition relating to land or building use on any neighboring property. There is no evidence to suggest that the proposal will adversely affect water quality, impact fish, wildlife or plant habitat. However, as alternative options for the shed are available, this Office cannot at this time find that the proposal is in harmony with the general spirit and intent of the County's critical area program.

With regard to the requirements for all variances:

There is no evidence that the proposal will alter the essential character of the neighborhood, impair the appropriate use or development of adjacent property or be detrimental to the public welfare. However, as the variances are deemed to be unwarranted, they cannot be considered to be the minimum necessary by this Office.

### **RECOMMENDATION**

Based upon the standards set forth in § 18-16-305 under which a variance may be granted, this Office recommends **denial** of the proposed variances for the construction of the shed and gravel pad as shown on the site plan.

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.



**Site Plan  
for Shed Installation**

1635 Orchard Beach Road,  
Annapolis, MD 21409

District: 03  
Subdivision: 000  
Account #: 90007957

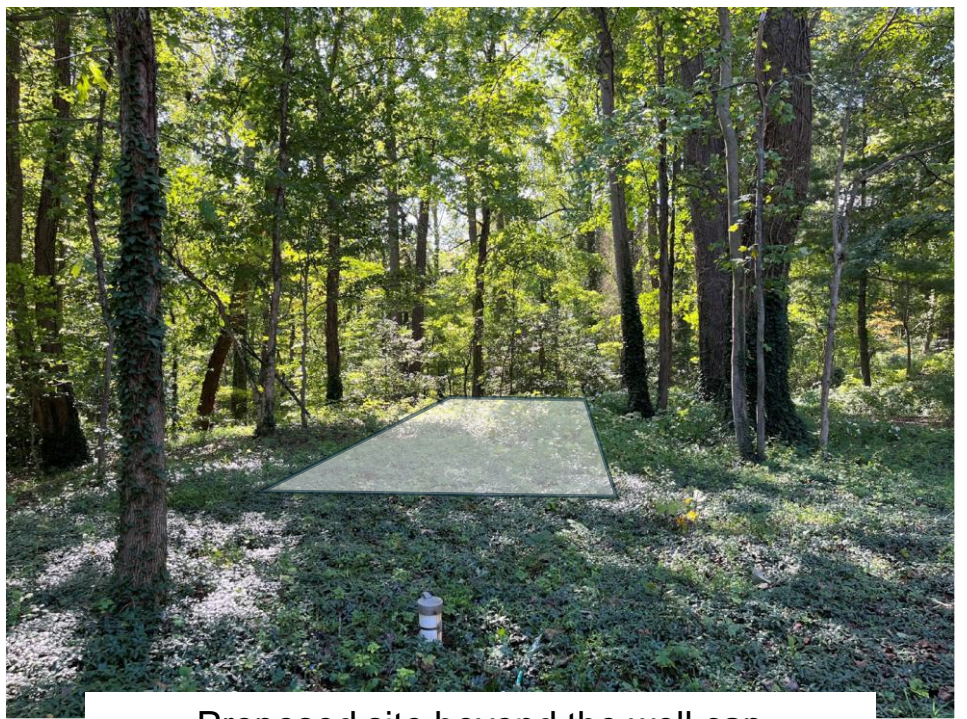
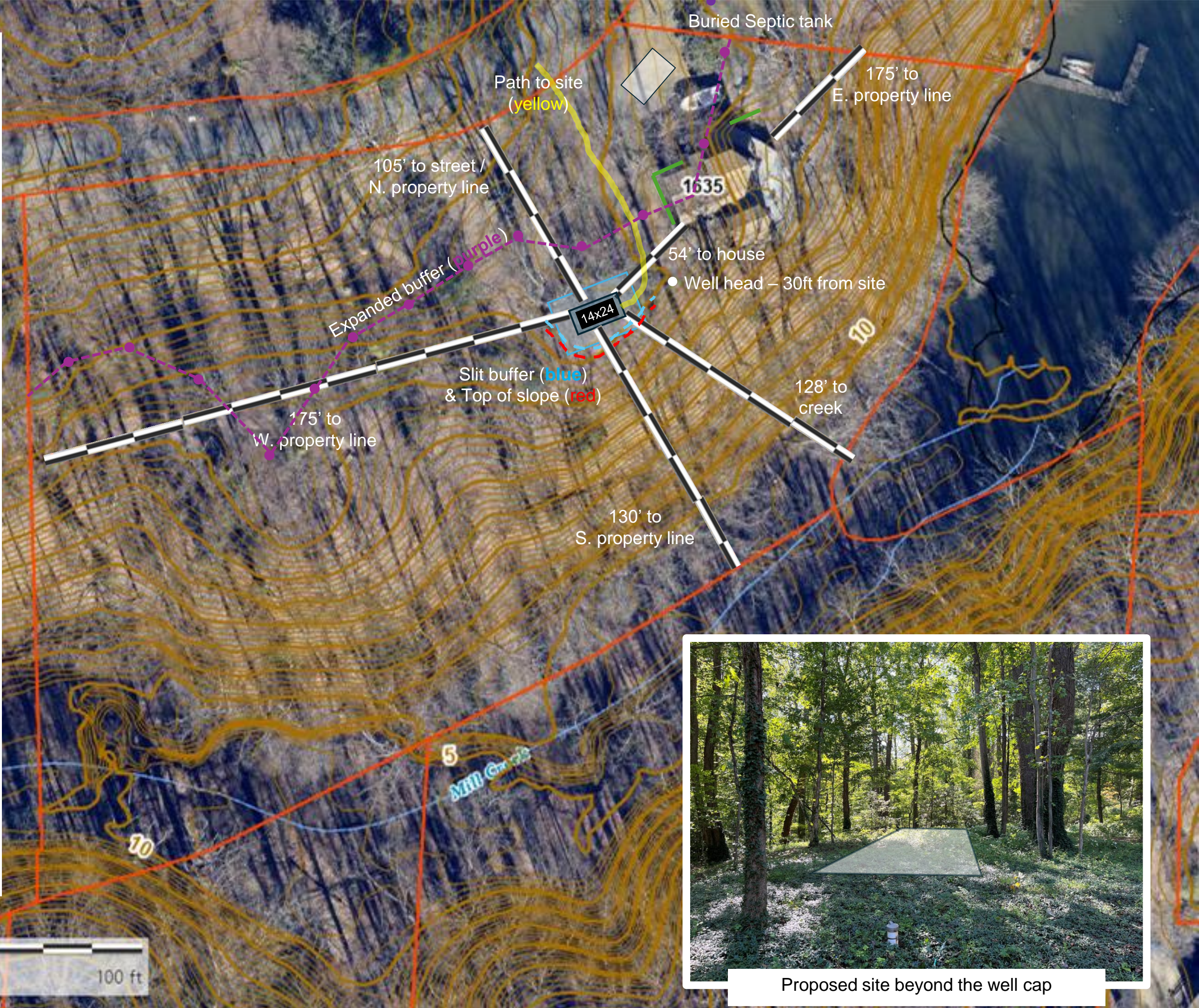
Map: 0046  
Grid: 0009  
Neighborhood: 3110050.02

**Key:**

- Path to site
- Silt buffer
- Top of slope
- Expanded buffer 50'
- New plantings
- Shed (14'x24')
- Gravel pad for shed (16'x26')
- Limit of disturbance (36'x46')

**Notes:**

- The site is a natural, level clearing in the woods
- The slope is less than 15% at the proposed site
- No trees will be removed
- No driveway is planned
- 8 trees or 24 shrubs will be planted to mitigate addition of 416 sq ft of impervious surface



Proposed site beyond the well cap



**Sam Clark**

1635 Orchard Beach Road  
Annapolis, MD 21409  
sam.a.clark@gmail.com  
202-790-4739

May 2, 2025

**Anne Arundel County Office of Planning and Zoning**

2664 Riva Road  
Annapolis, MD 21401

**Letter of Explanation:** Request for Variance – 1635 Orchard Beach Road, Annapolis, MD 21409

To Whom It May Concern,

I am submitting this Letter of Explanation in support of my variance request for the property located at 1635 Orchard Beach Road, Annapolis, MD 21409 (Tax Account ID: 300090007957). The variance is sought to allow the **construction of a shed** (14' wide, 24' deep, 15' tall) **within the 50' expanded buffer added to the 100' stream buffer and steep slopes**, specifically placing the shed **128' from Mill Creek**.

**Description of Proposed Construction**

The proposed structure is a **wooden workshop shed** designed for personal use. **The site is level and naturally clear, requiring no brush or tree removal.** It is positioned toward the rear of the property, **behind a set of trees**, ensuring minimal visibility from the road and maintaining the natural aesthetic of the area.

**Variance Requested**

I am requesting relief from the **50' expanded buffer requirement**, which, when combined with the **100' stream buffer and steep slopes**, limits the buildable space on my property. The proposed shed would be located **128' from Mill Creek**. Other locations on the property would necessitate the removal of fully grown trees, make the shed the central focal point of an otherwise natural area, obstruct my neighbor's water view, or block a wood trail on my property which I have made available to the neighborhood.

**Justification for the Variance**

1. **Minimal Environmental Impact** – The selected site is naturally clear and does not require the removal of trees, brush, or significant land modification, thereby preserving the existing landscape. The additional impervious surface (26' x 16' gravel pad) will be mitigated by planting 8 trees or 24 shrubs on site after completion.
2. **Neighboring Support** – My immediate neighbors at **1627 and 1637 Orchard Beach Road** have expressed their support for this variance request.

3. **No Adverse Impact on Surroundings** – The shed is positioned behind existing trees, **reducing visibility from the road** and ensuring that it does not disrupt the character of the neighborhood or negatively impact adjacent properties.

### **Conclusion**

Given the **minimal environmental impact and neighbor support**, I respectfully request approval of this variance and would appreciate the opportunity to further discuss my request if needed.

Please let me know if any additional information is required. I appreciate your time and consideration.

**Sincerely,**



Sam Clark  
1635 Orchard Beach Road  
Annapolis, MD 21409  
sam.a.clark@gmail.com  
202-790-4739



Proposed site



# CHICAGO TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY with MD Modifications

**Maryland Code, Insurance Article §22-104. This Document Constitutes A Statement Of The Terms And Conditions On Which A Title Insurer Is Willing To Issue A Policy Of Title Insurance If The Title Insurer Accepts The Premium For The Policy. It Is Not A Representation As To The State Of Title And Does Not Constitute An Abstract Of Title.**

### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

ALTA Commitment for Title Insurance 8-1-16 with MD Modifications

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## CHICAGO TITLE INSURANCE COMPANY

- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements; and
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**  
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - (i) comply with the Schedule B, Part I—Requirements;
    - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
    - (iii) acquire the Title or create the Mortgage covered by this Commitment.
  - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
  - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

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## CHICAGO TITLE INSURANCE COMPANY

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

Countersigned:

Eagle Title, LLC  
181 Harry S. Truman Parkway  
Suite 200  
Annapolis, MD 21401

CHICAGO TITLE INSURANCE COMPANY

By:

  
ATTEST  
President  
  
Secretary

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# CHICAGO TITLE INSURANCE COMPANY

## **Transaction Identification Data for reference only:**

Issuing Agent: Eagle Title, LLC  
Issuing Office: 181 Harry S. Truman Parkway, Suite 200, Annapolis, MD 21401  
ALTA® Universal ID:  
Loan ID Number: 1803010001  
Issuing Office File Number: S18-10309  
Commitment Number: S18-10309  
Revision Number:  
Property Address: 1635 Orchard Beach Road, Annapolis, MD 21409

## **SCHEDULE A**

1. Commitment Date: 04/09/2018 at 8:00 AM

2. Policy to be issued:

(a) ALTA Homeowner's Policy \$812,500.00

PROPOSED INSURED: **Samuel Austin Clark**

(b) ALTA Loan Policy \$649,600.00

PROPOSED INSURED: **First Savings Mortgage Corporation, Its Successors And/Or  
Assigns As Their Interest May Appear  
8444 Westpark Drive, The 4th Floor, McLean, VA 22102**

3. The estate or interest in the Land described or referred to in this Commitment is: Fee Simple.

4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

Goldwin Smith and Nancy Schiffer

Being the same property which by deed dated March 1, 2000, and recorded among the Land Records of Anne Arundel, Maryland on March 10, 2000, in Liber 9675, in Folio 620, was granted and conveyed by Myron B. Kratzer and Rowena C. Kratzer, trustees under Deed of Trust dated January 31, 1994 unto Goldwin Smith and Nancy Schiffer.

5. The Land is described as follows:

Property description set forth in "Exhibit A" attached hereto and made a part hereof.

**Maryland Code, Insurance Article §22-104. This Document Constitutes A Statement Of The Terms And Conditions On Which A Title Insurer Is Willing To Issue A Policy Of Title Insurance If The Title Insurer Accepts The Premium For The Policy. It Is Not A Representation As To The State Of Title And Does Not Constitute An Abstract Of Title.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

ALTA Commitment for Title Insurance 8-1-16

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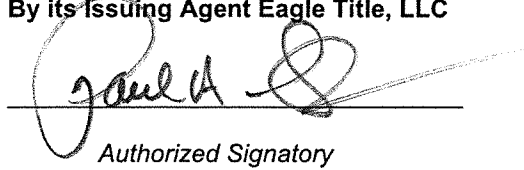




CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY

By its Issuing Agent Eagle Title, LLC

  
Authorized Signatory

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# CHICAGO TITLE INSURANCE COMPANY

## SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. THIS DOCUMENT CONSTITUTES A STATEMENT OF THE TERMS AND CONDITIONS ON WHICH A TITLE INSURER IS WILLING TO ISSUE A POLICY OF TITLE INSURANCE IF THE TITLE INSURER ACCEPTS THE PREMIUM FOR THE POLICY. IT IS NOT A REPRESENTATION AS TO THE STATE OF TITLE AND DOES NOT CONSTITUTE AN ABSTRACT OF TITLE.
2. Instrument(s) satisfactory to us, creating the estate or interest to be insured must be executed, delivered and filed for record.

A. DEED FROM: Goldwin Smith and Nancy Schiffer  
TO: Samuel Austin Clark

B. DEED OF TRUST from: Samuel Austin Clark  
TO: First Savings Mortgage  
AMOUNT: \$649,600.00

3. Recordation of a release of Judgment now existing or that may arise prior to closing of the pending transaction and/or satisfactory resolution of the following civil actions:

NONE AS OF THE EFFECTIVE DATE OF THIS COMMITMENT - OK AS TENANTS BY THE ENTIRETY ONLY

4. Payment of full consideration to or for the account of the grantors or mortgagors.
5. Payment of all taxes, charges for water and sewer and municipal assessments, levied and assessed against subject premises, which are due and payable.

This tax information is furnished for your information only. No liability of any nature whatsoever is hereby assumed for errors as to these figures. The settlement agent/attorney must verify these figures for the purposes of certifying title to the Company and preparing settlement pro rations.

TAX ID NO: # 03-000-90007957

2017/2018 TAXES

FIRST HALF OF THE TAXES ARE PAID IN THE AMOUNT OF \$3064.17

SECOND HALF OF THE TAXES ARE PAID IN THE AMOUNT OF \$0364.17

For Semi-Annual  
FOR ESCROW CALCULATION PURPOSES:

ANNUAL TAX YEAR IS 7/1/17 TO 6/30/18

2017/2018 BASE ANNUAL TAX AMOUNT \$6128.34

PLEASE NOTE: THE ESTIMATED MONTHLY ESCROW AMOUNT SHOULD BE: \$666.91,

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## CHICAGO TITLE INSURANCE COMPANY

WHICH AMOUNT INCLUDES HOMESTEAD AND OTHER CREDITS.

FIRST HALF TAXES ARE OUTSTANDING AS OF 7/1 AND DUE BY 9/30.

SECOND HALF TAXES ARE OUTSTANDING AS OF 10/1 AND DUE BY 12/31.

6. Verification of Homeowner's Tax Credit amount from the tax assessor's office prior to settlement, if applicable.
7. Proof that all natural persons in this transaction are of full age and legally competent.
8. Proof of identity of parties as set forth in Recital.
9. Proof to be provided that any individuals holding record title have not, subsequent to acquisition of title, been a party to any divorce proceedings, whether currently ongoing or completed prior to the transaction that is the subject of this report/commitment. In the event such divorce proceedings have occurred, same to be examined and possible additional exceptions and requirements to be added. This requirement applies only to individuals and is not applicable if record owner is an LLC, LP, Corporation or other business entity.
10. Information must be furnished concerning the Social Security Number(s) and/or the Tax Identification Number(s) and future addresses of grantors for the completion of Substitute Form 1099 at the Closing of Transaction.
11. Company must be furnished with completed and executed Owner's/Borrower's Affidavit on or before date of settlement.
12. Properly executed Continuous Marriage Affidavit or Joint Tenant Affidavit at or prior to settlement, if applicable.
13. The names of all parties involved in the subject transaction must be searched prior to closing to verify that they do not appear on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control.
14. Settlement for the transaction to be insured must be conducted by a Maryland licensed title producer.
15. Verification that no existing balances or amounts are due to any Homeowner's, Condominium, Community, or Village Association up to the date of settlement.
16. Confirmation that no existing balances or amounts are due for either public or private water/sewer service to subject property up to the date of settlement.
17. A U.S. District Court for Maryland bankruptcy search must be performed on all parties involved in the subject transaction.
18. Receipt, review and compliance for all terms and conditions of the most current Contract of Sale and all addendum(s) prior to settlement.
19. Buyers for subject property must have judgment and lien search received and reviewed by Company prior to settlement.

NONE AS OF THE EFFECTIVE DATE OF THIS TITLE COMMITMENT.

20. Proof that lien certificate, if required by municipality/county, is obtained and reviewed prior to settlement.

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ALTA Commitment for Title Insurance 8-1-16

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## CHICAGO TITLE INSURANCE COMPANY

21. Receipt and review of a current location survey prior to settlement.
22. No current open mortgages or deeds of trust found of record. Please confirm
23. NOTICE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

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**ALTA Commitment for Title Insurance 8-1-16**

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# CHICAGO TITLE INSURANCE COMPANY

## SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties other than the Insured in actual possession of any or all of the property.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements, or claims of easements, if any, on, above or below the surface of the property and not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Setback lines, easements, rights of way and all terms and conditions set forth on the plat, if any, referred to and included within the legal description of the insured property as contained in Schedule A hereof.
8. Any rights, access, interest or restrictions to any portion of said land which may have been designated as "wetlands" pursuant to the Maryland Tidal Wetlands Act, Title 9 of the Natural Resources Article Annotated Code of Maryland Regulations.  
This company does not insure title to any portion or portions of said property which lies below navigable water or which lies beyond the natural mean high water mark of any navigable water on which said property abuts, nor against any regulations or laws of the State of Maryland or The United States Government pertaining to navigable water or wetlands. The portion of the land or improvements included within the description of the land insured hereunder which comprises filled land or improvements into the bed of navigable water is subject to the navigation servitude and regulatory power of the Federal Government, including the power to cause removal of said filled land or improvements without payment of compensation and any lands filled subsequent to July 1, 1970, or lying below mean high tide on or after said date are also subject to the regulatory power of the State of Maryland over wetlands, including the power, in the event of failure to comply with State Law, to require restoration of said land to its former condition.
9. Deed recorded in Liber 711, Folio 99.
10. Boundary Line Agreement recorded in Liber 3434, Folio 403.

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## CHICAGO TITLE INSURANCE COMPANY

11. Order recorded in Liber 9155, Folio 136.
12. Agreement recorded in Liber 9489, Folio 124.
13. Plat recorded in Liber 3194, Folio 93.
14. RIPARIAN RIGHTS:
  - a. This policy does not insure title to artificially filled lands, submerged lands, or land which may have been under water or which has been added to the subject land by accretion, reliction or avulsion.
  - b. This policy does not insure against any decrease of the subject land, if any, caused by erosion or changes in the shoreline or centerline or meander line of the body of water known as Mill Creek
  - c. Rights of the public and owners of land bordering on Mill Creek to navigational and/or riparian recreational and/or other rights to use said water.
  - d. This policy does not insure title to any portion of the land lying below the high water mark of Mill Creek.
  - e. Rights and regulations of the State of Maryland as to the use of private wetlands pursuant to Title 9 "Wetlands and Riparian Rights" of the Natural Resources Volume of the Md Annotated Code
15. This policy does not insure title to nor guarantee against any question arising from the presence of any existing bulkhead or pier.
16. Subject to right of way for Wood and Gravel Path across the lot lines of the insured property onto adjacent lands as more particularly shown and set forth on a Location Drawing dated May 1 2018 as prepared by Duley and Associates, Inc., Surveyors and as recorded in Liber 9155 folio 136 among the land Records of Anne Arundel County, Maryland.

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**EXHIBIT A**  
**Property Description**

Issuing Office File No.: S18-10309

All that lot of ground situate in Anne Arundel County, in the State of Maryland and described as follows, that is to say:

Beginning for the same at a point located on the shoreline of Mill Creek; said place of beginning being located at the end of the South 80 degrees 23' 50" East 195.24 feet line of a plat entitled, "Plat of Easement Area", dated December 1998 and prepared by Landtech Associates, Inc., attached as exhibit "A" to a Consent Agreement and Order dated April 13, 1999 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 9155 at folio 136; said place of beginning also being located South 23 degrees 52' 12" W 57.40 feet from the Southwest corner of Lot 9 as shown on a plat entitled, "Wannamassa" and recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 4, page 3; thence leaving said place of beginning and running with the shoreline of Mill Creek, the following eight (8) courses and distances viz:

1. South 23 degrees 52' 12" West, 12.79 feet to a point; thence;
2. South 37 degrees 50' 12" West, 32.10 feet to a point; thence;
3. South 32 degrees 50' 57" West, 42.98 feet to a point; thence;
4. South 23 degrees 43' 31" West, 23.71 feet to a point; thence;
5. South 09 degrees 00' 35" West, 21.72 feet to a point; thence;
6. South 26 degrees 35' 55" West, 23.65 feet to a point; thence;
7. South 17 degrees 18' 19" West, 11.98 feet to a point; thence;
8. South 48 degrees 28' 27" West, 30.77 feet to a point; thence leaving said shoreline and running with the boundary of the property conveyed by Myron B. Kratzer and Rowena C. Kratzer to Myron B. Kratzer and Rowena C. Kratzer by a deed dated January 31, 1994 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 6464, folio 264, the following six (6) courses and distances viz:
  9. South 48 degrees 35' 12" West, 30.56 feet to a point; thence;
  10. South 16 degrees 36' 07" West, 19.87 feet to a point; thence;
  11. South 18 degrees 41' 02" East, 33.00 feet to an iron pipe found; thence;
  12. South 63 degrees 30' 00" West, 268.06 feet to an iron pipe found; thence;
  13. North 81 degrees 20' 19" West, 158.71 feet to an iron pipe found; thence;
  14. North 00 degrees 39' 05" West, 312.29 feet to an iron pipe found on the Southern right of way line of Orchard Beach Road; thence running with the said Southern right of way line the following two (2) courses and distances viz:
    15. South 87 degrees 43' 54" East, 129.33 feet to a point; thence;
    16. 181.94 feet along the arc of a tangent curve to the left having a radius of 79.27 feet and being scribed by a chord bearing North 74 degrees 35' 21" East, 178.74 feet to a point; thence leaving said Orchard Beach Road and running through the Kratzer property,
    17. South 73 degrees 33' 01" East, 184.11 feet to a point; thence following the boundary line as shown on the aforesaid Landtech Associates, Inc. plat;
    18. North 19 degrees 16' 49" East, 39.83 feet to the point; thence;
    19. South 79 degrees 45' 38" East, 25.82 feet to the place of beginning.

Saving and Excepting any property conveyed in a Consent Agreement and Order as filed in the Circuit Court of

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Anne Arundel County, Maryland as Case No. C-98-45301 OC and as more particularly described in Liber 9155 folio 136 as recorded among the Land Records of Anne Arundel County, Maryland.

For Informational Purposes Only:

1635 Orchard Beach Road  
Annapolis, MD 21409

Tax ID No. # 03-000-90007957

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## ENDORSEMENT

Attached to Policy No.

**Issued By  
Chicago Title Insurance Company**

The insurance afforded by this endorsement is only effective if the Land is used or is to be used primarily for residential purposes.

The Company insures against loss or damage sustained by the Insured by reason of lack of priority of the lien of the Insured Mortgage over

- (a) any environmental protection lien that, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or is filed in the records of the clerk of the United States district court for the district in which the Land is located, except as set forth in Schedule B; or
- (b) any environmental protection lien provided by any state statute in effect at Date of Policy, except environmental protection liens provided by the following state statutes: NONE

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated:



CHICAGO TITLE INSURANCE COMPANY

Authorized Signatory



CRITICAL AREA COMMISSION  
CHESAPEAKE AND ATLANTIC COASTAL BAYS  
1804 WEST STREET, SUITE 100 ANNAPOLIS,  
MD 21401  
PROJECT NOTIFICATION APPLICATION

**GENERAL PROJECT INFORMATION**

Jurisdiction: Anne Arundel County

Date: 4/16/2025

Tax Map #	Parcel #	Block #	Lot #	Section
46	82			

**FOR RESUBMITTAL ONLY**

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

\*Complete Only Page 1  
General Project Information

Tax ID:	3000-9000-7957
---------	----------------

Project Name (site name, subdivision name, or other)	Shed Installation
--	-------------------

Project location/Address	1635 Orchard Beach Road
--------------------------	-------------------------

City	Annapolis	Zip	21409
------	-----------	-----	-------

Local case number	B02420566
-------------------	-----------

Applicant:	Last name	Clark	First name	Samuel
------------	-----------	-------	------------	--------

Company	
---------	--

**Application Type (check all that apply):**

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

**Local Jurisdiction Contact Information:**

Last name AACo Zoning Administration Section First name TBD

Phone # 410-222-7437 Response from Commission Required By TBD

Fax # Hearing date TBD



## SPECIFIC PROJECT INFORMATION

### Describe Proposed use of project site:

Construction of a **shed** (14' wide, 24' deep, 15' tall) within the **50' expanded buffer added to the 100' stream buffer and steep slopes**, specifically placing the shed **128' from Mill Creek** (22' within the expanded buffer).

Intra-Family Transfer  
Grandfathered Lot

Growth Allocation

Buffer Exemption Area



	Acres	Sq Ft
IDA Area		0
LDA Area		0
RCA Area		117,612
Total Area		117,612

Total Disturbed Area

Acres	Sq Ft
	416

# of Lots Created

	Acres	Sq Ft		Acres	Sq Ft
Existing Forest/Woodland/Trees		58,000	Existing Lot Coverage		3,107
Created Forest/Woodland/Trees		0	New Lot Coverage		416
Removed Forest/Woodland/Trees		0	Removed Lot Coverage		0
			Total Lot Coverage		3,523

## VARIANCE INFORMATION (Check all that apply)

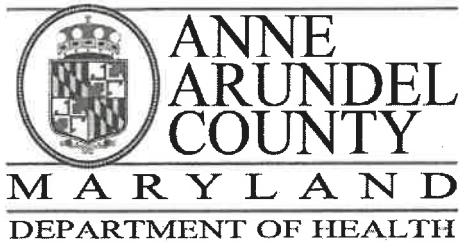
	Acres	Sq Ft		Acres	Sq Ft
Buffer Disturbance		0	Buffer Forest Clearing		0
Expanded Buffer Disturbance		416			
Non-Buffer Disturbance		0	Mitigation		800 (8 trees)

### Variance Type

Buffer  
Forest Clearing  
HPA Impact  
Lot Coverage  
Expanded Buffer ☒  
Nontidal Wetlands  
Setback  
Steep Slopes  
Other

### Structure

Acc Structure Edition  
Barn  
Deck  
Dwelling  
Dwelling addition  
Garage  
Gazebo  
Patio  
Pool  
Shed ☒  
Other




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: May 2, 2025

RE: Clark Samuel Austin  
1635 Orchard Beach Road  
Annapolis, MD 21409

NUMBER: 2025-0073-V

SUBJECT: Variance/Special Exception/Rezoning

The Health Department has reviewed the above referenced variance to allow the construction of a shed (14' wide, 24' deep, 15' tall) within the 50' expand buffer added to the 100' stream buffer and steep slopes, specifically placing the shed 128' from Mill Creek (22' within the expanded buffer).

The Health Department has reviewed the on-site sewage disposal and well water supply system for the above referenced property. The Health Department has determined that the proposed request does not adversely affect the on-site sewage disposal and well water supply systems. 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

2025-0073-V

Menu Cancel Help

Task Details OPZ Cultural Resources

Assigned Date

05/09/2025

Assigned to

Stacy Poulos

Current Status

Complete w/ Comments

Action By

Stacy Poulos

Comments

The proposed shed is unlikely to have an adverse effect due to limited disturbance. It should be noted that this property has high archaeological potential, so any future grading/building permits are subject to review per Article 17-6-502.

End Time

Billable

No

Time Tracking Start Date

In Possession Time (hrs)

Estimated Hours

0.0

Comment Display in ACA

☒ All ACA Users

☒ Record Creator

☒ Licensed Professional

☒ Contact

☒ Owner

Due Date

05/30/2025

Assigned to Department

OPZ Cultural Resources

Status Date

06/13/2025

Overtime

No

Start Time

Hours Spent

0.0

Action by Department

OPZ Cultural Resources

Est. Completion Date

☐ Display E-mail Address in ACA

☒ Display Comment in ACA

Task Specific Information

Expiration Date

Reviewer Phone Number

Review Notes

Reviewer Email

Reviewer Name

2025-0073-V

Menu Cancel Help

Task Details OPZ Critical Area Team

Assigned Date

05/09/2025

Assigned to

Kelly Krinetz

Current Status

Complete w/ Comments

Action By

Kelly Krinetz

Comments

There is ample room to locate a structure outside of the expanded buffer. This location cannot be supported as it does not meet the approval standards for a variance. The Zoning

End Time

Billable

No

Time Tracking Start Date

In Possession Time (hrs)

Estimated Hours

0.0

Comment Display in ACA

☒ All ACA Users

☒ Record Creator

☒ Licensed Professional

☒ Contact

☒ Owner

Due Date

05/30/2025

Assigned to Department

OPZ Critical Area

Status Date

06/05/2025

Overtime

No

Start Time

Hours Spent

0.0

Action by Department

OPZ Critical Area

Est. Completion Date

☐ Display E-mail Address in ACA

☒ Display Comment in ACA

Task Specific Information

Expiration Date

Reviewer Phone Number

Review Notes

Reviewer Email

Reviewer Name





Jamileh Soueidan -DNR- &lt;jamileh.soueidan@maryland.gov&gt;

**CAC Comments: 2025-0085-V; Clark (AA 0124-25), 2025-0079-V; Wambeke (AA 0125-25), 2025-0073-V'; Clark (AA 0126-25)**

1 message

**Jamileh Soueidan -DNR-** <jamileh.soueidan@maryland.gov>  
To: Sadé Medina <pzmedi22@aacounty.org>

Tue, May 27, 2025 at 10:23 AM

Good Morning,

Our office have reviewed the above-referenced variances and provide the following comments:

- **Clark (2025-0085-V):** The applicant is requesting a variance for disturbance to steep slopes of 15% or greater and to the expanded Critical Area Buffer. The 2.104-acre property, located on land designated as Limited Development Area is improved upon with a single-family dwelling and outdoor amenity space including a pool, deck and gazebo. The applicants are requesting the variance for replacement in-kind of the deck and gazebo, with 2,378 square feet of temporary Buffer disturbance and 1,056 square feet of permanent Buffer disturbance. The Administrative Hearing Officer (AHO) must find that each and every one of the Critical Area Variance standards have been met, including that the proposal meets unwarranted hardship and that this variance would not adversely affect water quality and wildlife or plant habitat. If the AHO finds that each and every one of the Critical Area variance standards have been addressed, then appropriate mitigation is required.
- **Wambeke (2025-0079-V):** For this variance to be granted, the Administrative Hearing Officer (AHO) must find that each and every one of the variance standards have been met, including unwarranted hardship. Should the AHO find that the applicant has met each standard, appropriate mitigation is required.
- **Clark (2025-0073-V):** The applicant is requesting a variance for disturbance to steep slopes of 15% or greater and the expanded stream buffer. The 2.7-acre property, located on land designated as Critical Area Limited Development Area is improved upon with a single-family dwelling and associated amenities. The applicants are requesting the variance for the construction of a 416 square-foot shed. The applicant has ample opportunity and space to relocate the proposed shed outside of the expanded buffer and steep slopes, thus not necessitating a variance. As the applicant could locate the shed outside of the expanded buffer, the request does not meet each and every one of the Critical Area Variance standards. The Administrative Hearing Officer (AHO) must find that each and every one of the Critical Area Variance standards have been met, including that the proposal meets unwarranted hardship and that this variance would not adversely affect water quality and wildlife or plant habitat. If this request were to be denied for the construction of the shed within the expanded buffer and with disturbance to steep slopes, the applicants would still have reasonable and significant use of their lot.

The above comments have entered into the County's online portal.

Sincerely,  
Jamileh Soueidan

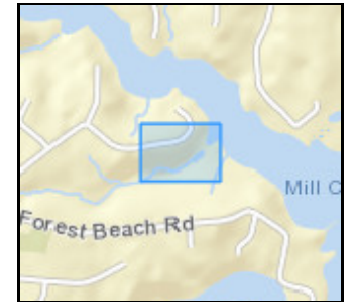
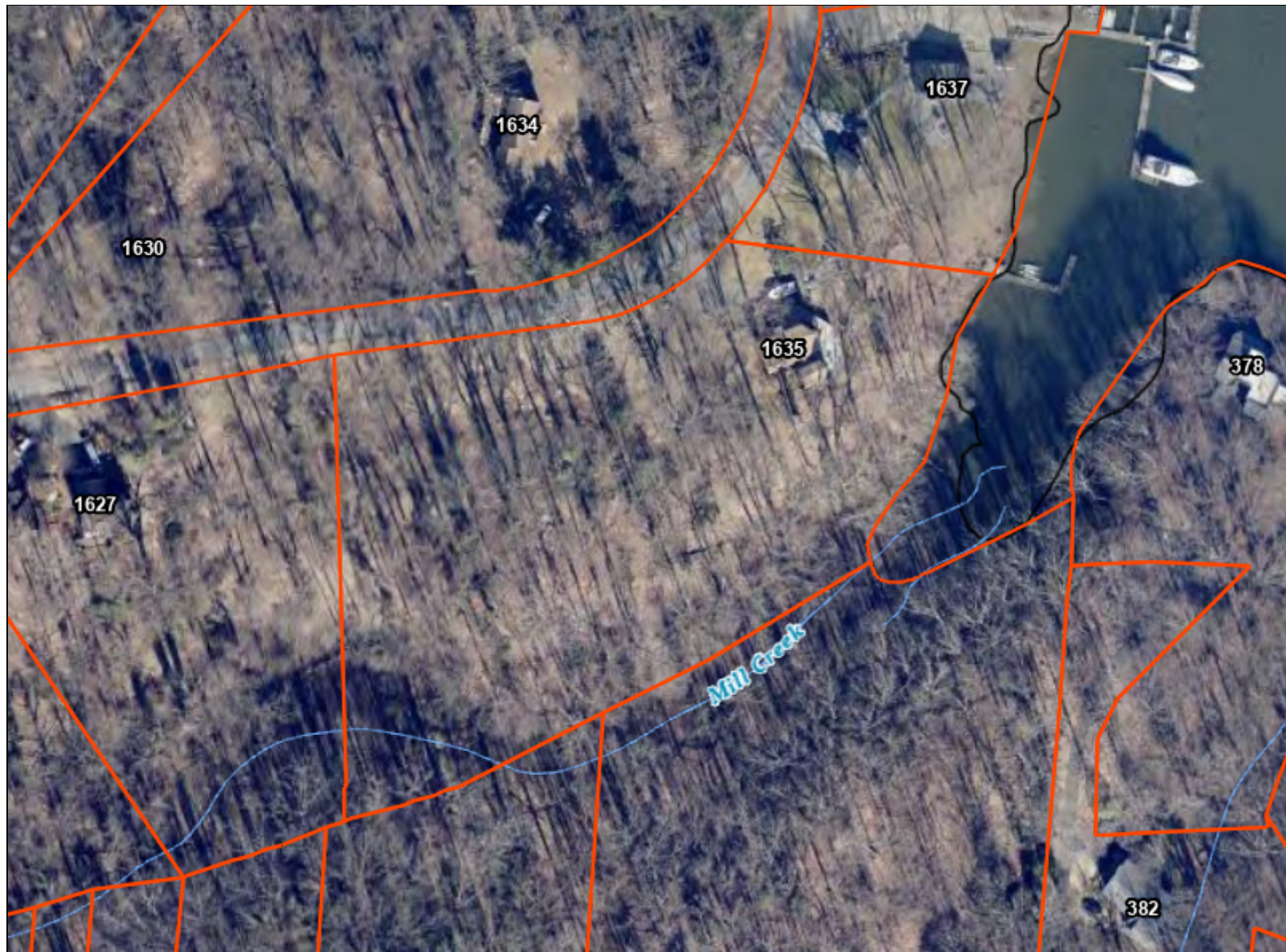
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Critical Area Commission for the  
Chesapeake & Atlantic Coastal Bays  
[dnr.maryland.gov/criticalarea](https://dnr.maryland.gov/criticalarea)

Jamileh Soueidan (she/her)  
Natural Resources Planner  
1804 West Street, Suite 100  
Annapolis, MD 21401  
Office: [410-260-3462](tel:410-260-3462)  
Cell: [667-500-4994](tel:667-500-4994) (preferred)  
[jamileh.soueidan@maryland.gov](mailto:jamileh.soueidan@maryland.gov)

# Map Title



## 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.

none

0 150 300  
ft



THIS MAP IS NOT TO BE  
USED FOR NAVIGATION

Notes