

For Office Use Only

CASE # _____

FEE PAID _____

DATE _____



For Office Use Only

ZONE _____

CRITICAL AREA: IDA ___ LDA ___ RCA ___

BMA: Yes ___ No ___

NO. OF SIGNS _____

VARIANCE APPLICATION

NOTE: This form can be downloaded to your computer and filled out utilizing Adobe Reader (or similar product). It can also be printed and filled out by hand.

Applicant(s): John Haigh

(Applicant must have a financial, contractual, or proprietary interest in the property)

Property Address: 700 Bay Front Ave North Beach, MD. 20714

Property Location: 60 feet of frontage on the (N) S, E, W side of Bay Front Ave (Enter Street Name)

8 feet (N, S, E, W) of (Nearest intersecting street) Spruce Ave (Enter Street Name)

12-digit Tax Account Number 8 579 02066400 Tax District () Council District

Waterfront Lot: Y [] N [] Corner Lot: Y [] N [] X Deed Title Reference 35745/00311 ()

Zoning District _____ Lot # 6/7 Tax Map 0082 Block/Grid 20 Parcel 0008

Area 5,000 (Sq Ft, or Acres) Subdivision Name Holland Point

Description of Proposed Project and Variance Requested (Brief, detail fully in letter of explanation)
Install 2 poles for a Boat Lift 10' into setback or 5' off extended property line. All work a max 60' channel ward of the MHWL

The applicant hereby certifies that he or she has a financial, contractual, or proprietary interest in 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.

Applicant's Signature [Signature] Owner's Signature John A. Haigh X

Print Name Timothy Glaser Print Name John A. Haigh X

Mailing Address 1901 Betson Ct. Mailing Address 15504 Good Hope Rd.

City, State, Zip Odenton, MD. 21113 City, State, Zip Silver Spring, MD. 20905

Work Phone 410-624-3100 Work Phone _____

Home Phone _____ Home Phone _____

Cell Phone 240-695-4930 Cell Phone 301-675-0114

Email Address tim@magnumlift.com Email Address jhaighjr2@gmail.com

*** Below For Office Use Only ***

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

Variance to _____

Letter of Explanation
700 Bay Front Ave. North Beach, MD. 20714

John Haigh

Install 2 poles for a Boat Lift. We are requesting to install 2 poles for a 13'w x 12'l Boat Lift 10 feet into the setback and 5 feet off the extended property line. All work a max of 60 feet channel ward of the mean high-water line. This request does not change the landscape of the community of Holland Point as numerous residents have Boat Lifts or Boat Slips.

Neighboring Properties with a boat slip.

658 BAY FRONT AVE NORTH BEACH 20714

664 BAY FRONT AVE NORTH BEACH 20714

668 BAY FRONT AVE NORTH BEACH 20714

672 BAY FRONT AVE NORTH BEACH 20714

714 BAY FRONT AVE NORTH BEACH 20714

716 BAY FRONT AVE NORTH BEACH 20714

Please contact the number or email below with any questions or information.

Best,

Tim Glaser - 240-695-4930

tim@magnumlift.com

Boat Lifts Unlimited

1901 Betson Ct. Odenton, MD. 21113

Existing
Layout
1-40



Herring
Bay

Extended
Property
Line

Ext.
Property
Line

Existing
Lift

Existing
PWC
Lift

Existing
Lift

Mittin
Line

Rock

Rock

15' setback

7.5'

15' setback

Luke Marsh
702 Bay
Front Ave.
North Beach,
MD. 20714

Nelson
Rawley
672 Bay Front Ave
North Beach, MD
20714

Anne Arundel
County
Road
Access

John
Haigh
700 Bay
Front Ave.
North Beach,
MD. 20714

John Haigh
700 Bay Front Ave.
North, Beach, MD. 20714

Proposed
Layout
1-40



Herring
Bay

Proposed
13' w 12' x
Boat Lift
Set back 2 poles
10' into set back
5' off extended Property Line

Extended
Property
Line

Ext.
Property
Line

Existing
Lift

Existing
PWC
Lift

Rock

Existing
Lift

Muddy
Line

Rock

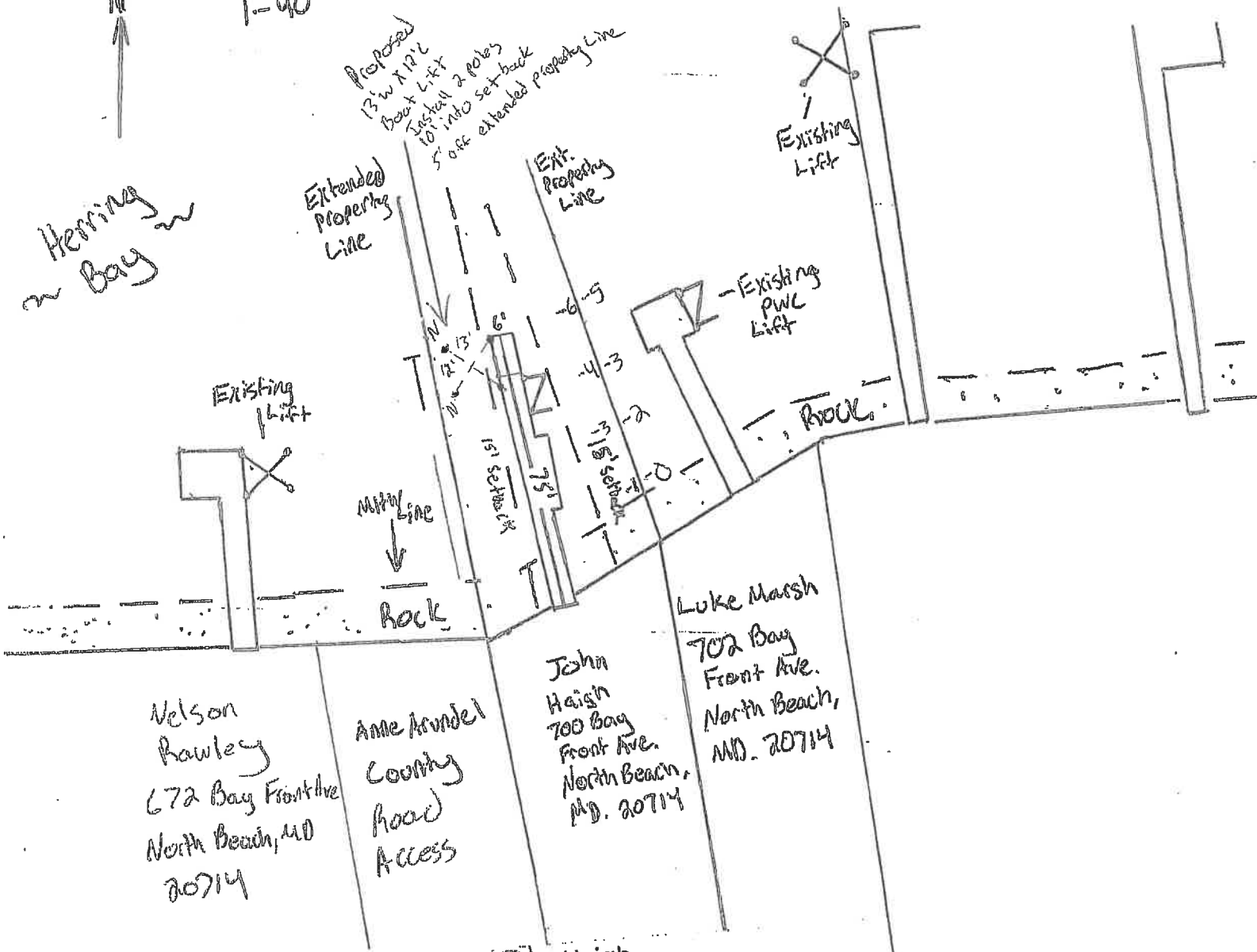
Luke Marsh
702 Bay
Front Ave.
North Beach,
MD. 20714

John
Haigh
700 Bay
Front Ave.
North Beach,
MD. 20714

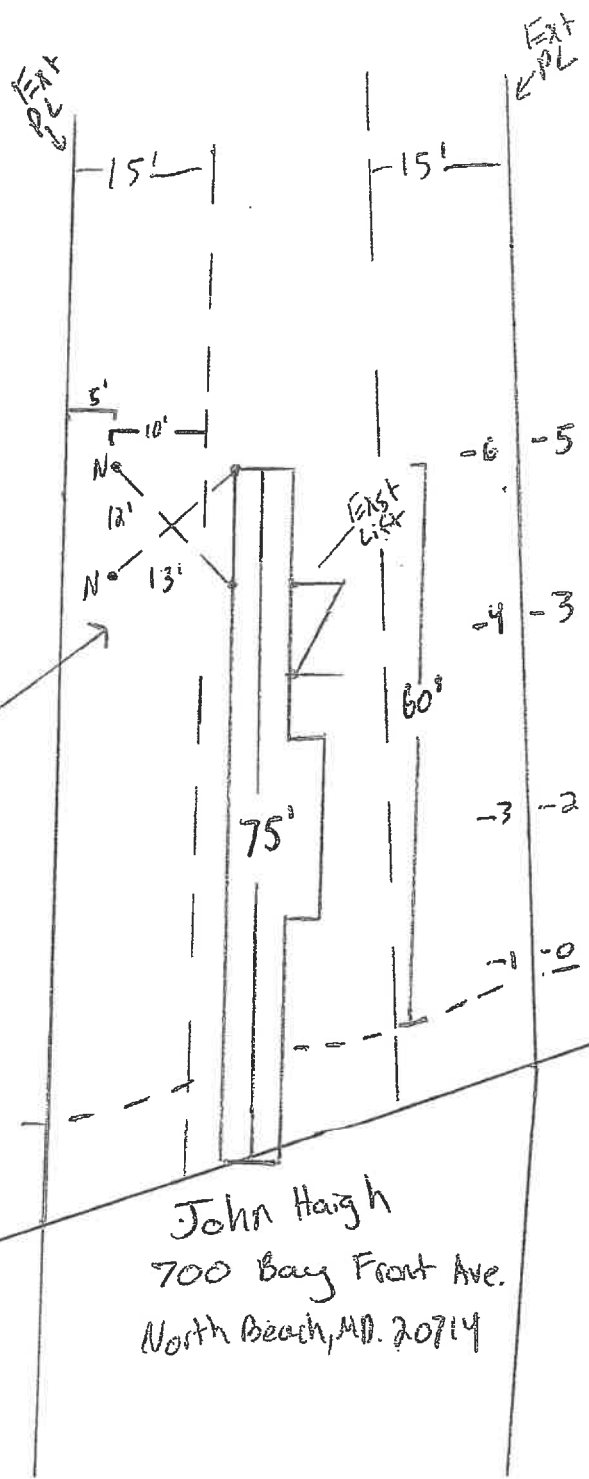
John Haigh
700 Bay Front Ave.
North, Beach, MD. 20714

Nelson
Rawley
672 Bay Front Ave
North Beach, MD
20714

Anne Arundel
County
Road
Access



Herring Bay



Proposed 13'w x 12'l Boat Lift w/ associated poles
Poles 10' into the setback or 5' off extended property line

John Haigh
700 Bay Front Ave.
North Beach, MD. 20714

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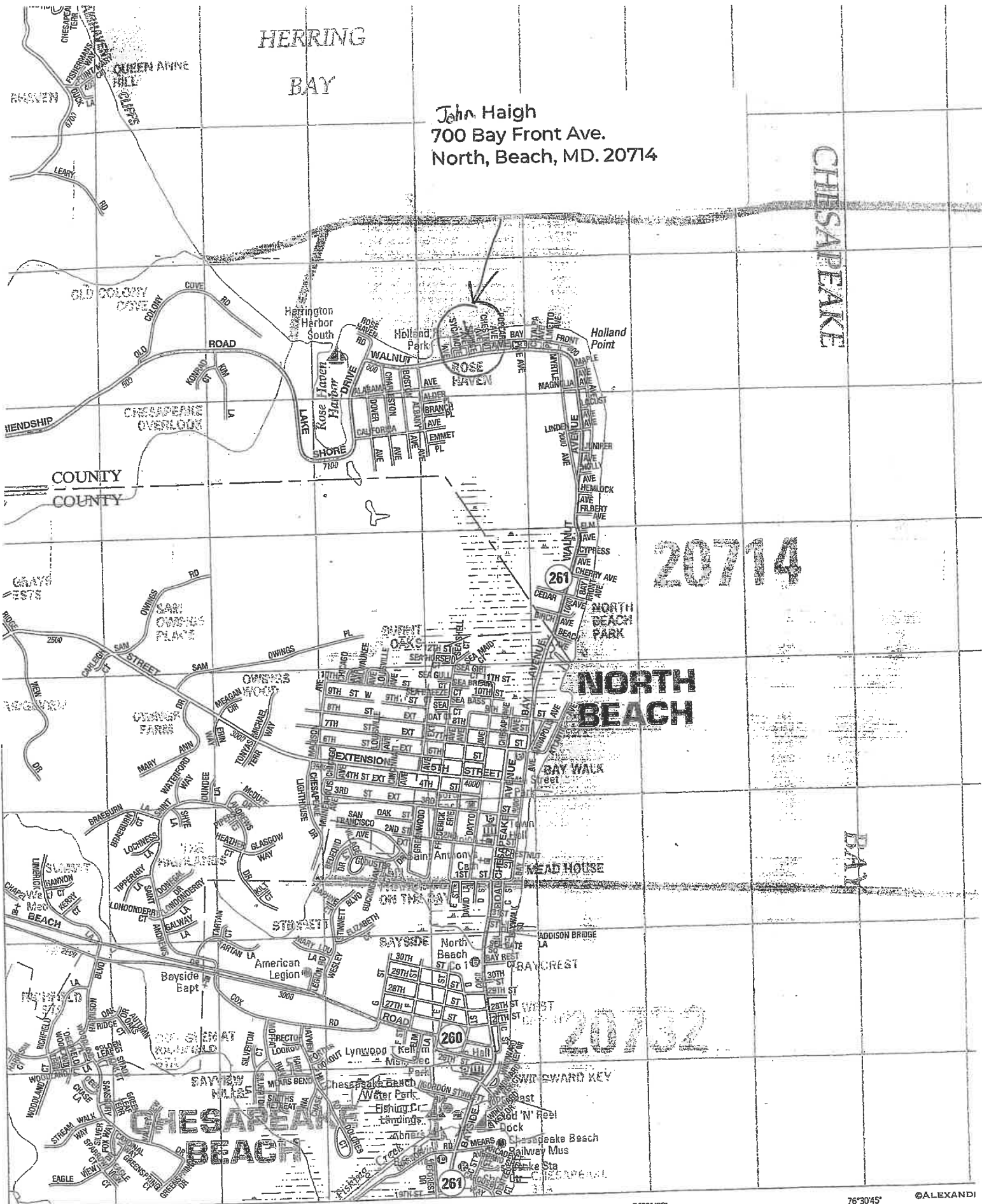
Proposed Layout
* 1:20 Scale
John Haigh
700 Bay Front Ave.
North Beach, MD. 20714

HERRING

BAY

John Haigh
700 Bay Front Ave.
North, Beach, MD. 20714

CHESAPEAKE



20714

NORTH BEACH

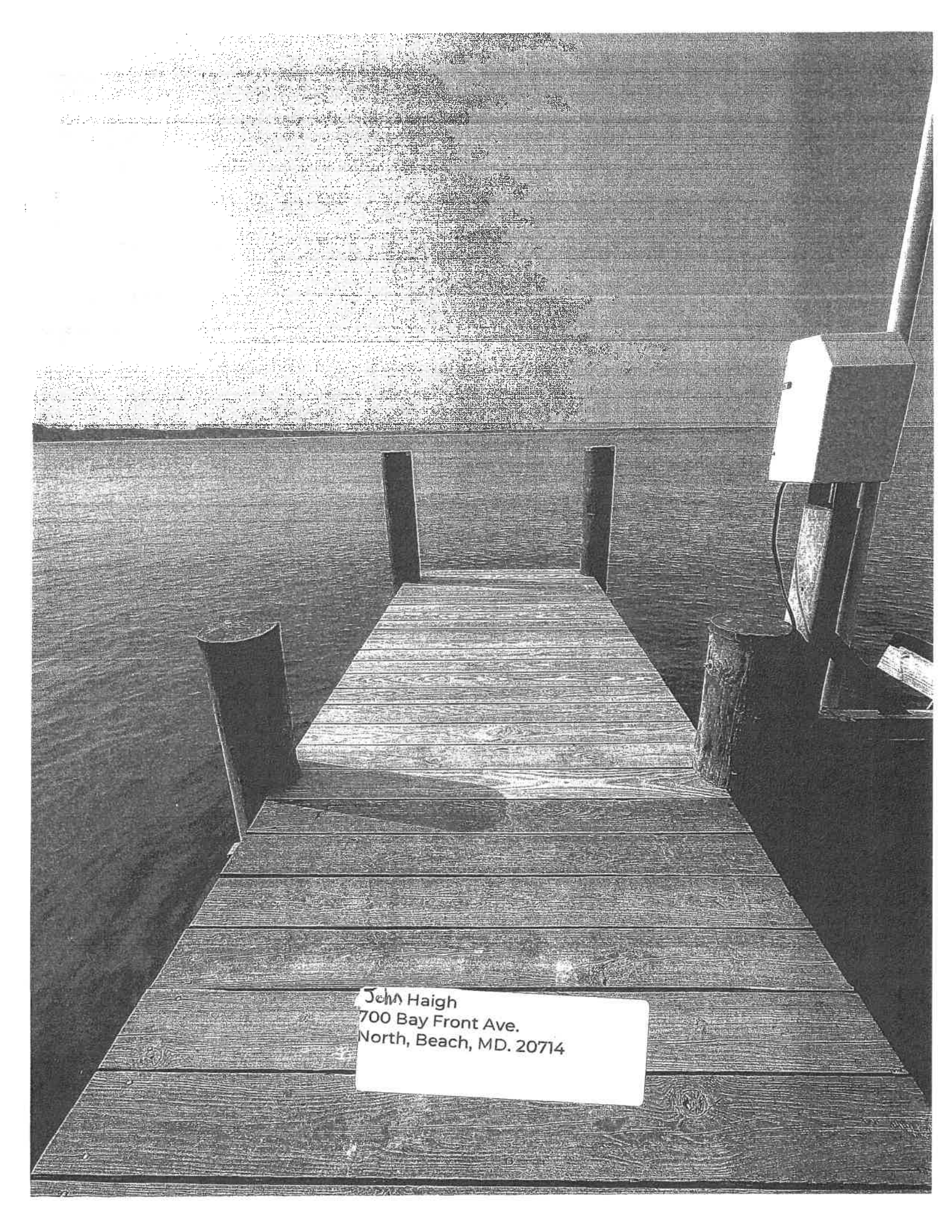
20732

76°33'45" 76°33'00" 76°32'15" To MD 263 76°31'30" 76°30'45" ©ALEXANDRI

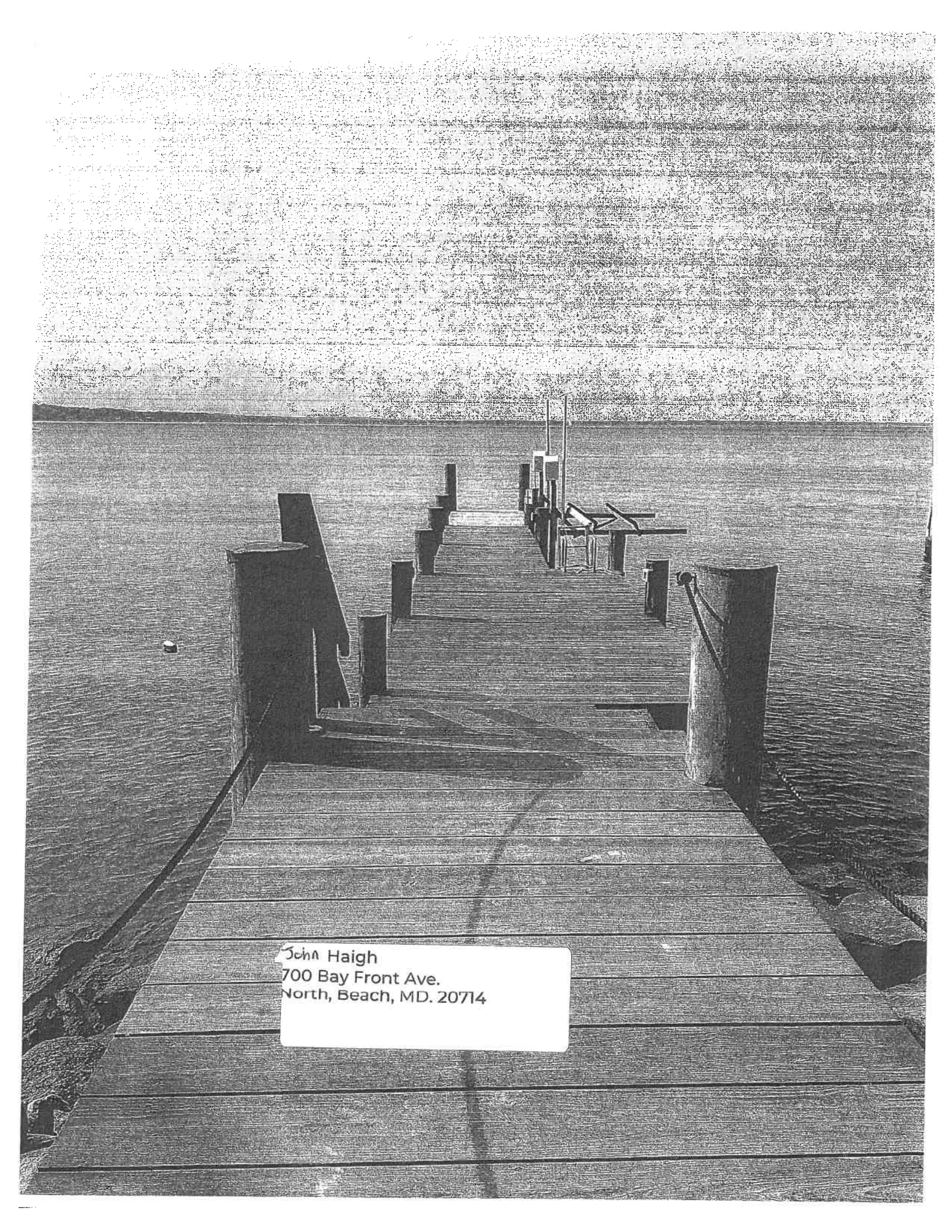
See ADC's "CALVERT COUNTY, MD STREET ATLAS" For Continuation

John Haigh
700 Bay Front Ave.
North, Beach, MD. 20714





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North, Beach, MD. 20714

HOLLAND POINT ADDITION
TO
NORTH BEACH, MD.
SCALE 300 FT. = 1 IN.

ALL RIGHTS TO THE WATER FRONT RESERVED
— INDICATE ALLEYS 10' WIDE
WALNUT AVE. 100 FT. WIDE
MAGNOLIA AVE. 60 FT. WIDE
ALL OTHER AVE. 50 FT. WIDE



700 Bay Front Ave

A.A. CO. CODE, 1957 ED., SECTION 6-29
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT.
I HEREBY CERTIFY THAT THE PLAT ON THIS
PAGE IS A TRUE AND ACCURATE COPY OF THE
PLAT OF "HOLLAND POINT ADDITION TO
NORTH BEACH" ORIGINAL OF WHICH IS
RECORDED IN PLAT BOOK NO. 13, P. 124, 124A,
IN TESTIMONY WHEREOF I HEREBY UNTO SET MY HAND
AND PLACE MY SEAL THIS 22ND DAY OF SEPT., A.D. 1963.
James D. Hicks
JAMES D. HICKS
COUNTY SURVEYOR

FILED
1963 SEPT. 5



HOLLAND POINT CITIZENS ASSOCIATION

Post Office Box 232

North Beach Park, Maryland 20714

JP 25.00
FEE
check 2215

PIER CONSTRUCTION AGREEMENT

This Pier Construction Agreement is made this 12th day of April, 2021 between the Holland Point Citizens Association hereinafter called the Association and John A Haigh, hereinafter called the Property Owner (s), who shall be subject to the terms and conditions and restrictions contained herein, as applicable to the pier now planned to be located immediately in front of the Property Owner's domicile on Lot/s 7+6, Block 20, Plat 40 situated adjacent to the Herring Bay (name of waterway), and North Beach Park.

WHEREAS the Property Owner holds legal title to the property described above that adjoins the property of the Association, and

WHEREAS the Property Owner desires to have the privilege of constructing a private pier for fishing, swimming, crabbing, boating and other recreational uses in close proximity to its domicile, and

WHEREAS the Association is desirous of cooperating with the Property Owner in the construction of a private pier for said recreational purposes, provided that the construction of the pier does not diminish the rights of the Association to, at its sole discretion, repair, maintain and develop the community owned property to which the pier will be attached.

NOW THEREFORE in consideration of twenty-five dollars (\$25.00) and other valuable consideration, including the Association's granting of the privilege to construct a recreational pier, receipt of which is acknowledged and intending to be legally bound hereby, the parties named herein agree as follows:

FIRST: The property limit is that area lying directly between Block 20, Lot/s 7+6, Plat 40 and the Herring Bay (name of waterway) bound by the extension of the side of the property lines directly to the mean high tide point.

SECOND: It is expressly stated and understood that nothing contained in this Agreement shall constitute a dedication or conveyance of any part or parcel of the bay front property owned by the Association, other than for the purpose of access to and from and for the construction of said pier, or taking those actions required of the Property Owner as specified later herein.

THIRD: Title to the bay front property to which said pier will be attached is expressly reserved for the Association and the Association reserves the right to, at its sole discretion, to develop the bay front in any manner it sees fit for the joint use and benefit of other property owners in the North Beach Park subdivision.

HPCA Pier Construction Agreement (Cont.)

FOURTH: The Association retains its full right and authority to prescribe, from time to time, the manner of use of its bay front property and the kind and character of any structures or objects that the Association may permit on its property.

FIFTH: It is understood and acknowledged that the Property Owner, its successors, assigns or agents shall abide by the following covenants pertaining to the construction, use, liability, and removal of said pier, as well as adherence to all local, state, and Federal regulations, codes and law regarding construction of said pier:

1. The finished pier shall not exceed 100 feet in length from the mean high tide point and a platform incorporated into the pier shall not exceed the LESSER of 300 square feet, OR the Anne Arundel County limit current at the time of the permit application.
2. The pier shall be restricted to the recreational use of the Property Owner and shall not be used for business or trade purposes of any kind and shall not be used as a point to initiate or terminate commercial fishing parties. Nor shall the pier be used as space rental or lease facility.

The uses stated above are as defined in Anne Arundel County Code 13-300.2(54), Marina Definition, as may be amended from time to time.

3. No structure to said pier shall be erected or built, nor shall any change, alteration, or addition thereto be made until the plans and specifications for such pier and its location are submitted to and approved by the Association. Pier construction plans must comply with the permit requirements prescribed by the Association and by Anne Arundel County Planning Ordinance Section 10-111, current at the time the request for approval is made by the Property Owner.
4. Free and open access shall not be hindered by the Property Owner's use of said pier. No fences, hedges, walls or other obstructions restricting free and easy access to the bay front will be permitted and will be removed immediately upon request by the Association.
5. No trees shall be cut, or excavations made, and no earth, sand, or stone shall be removed from the bay front without the express written permission of the Association.
6. No privy of any kind shall be allowed on said pier or adjoining land of the Property Owner and no loud, noxious, and offensive behavior shall be allowed during recreational activities on said pier or on Association property to which the pier is attached. Nor shall anything be placed or kept on the pier which is or may become an annoyance, nuisance, or affront to the sensibilities of the community.

HPCA Pier Construction Agreement (Cont.)

7. All cost and expense incurred in the construction of said pier, including the restoration of community property disturbed during construction, or resulting from the maintenance, use, repair, or removal of said pier at the request of the Association, as well as its possible restoration in the same location with the approval of the Association, shall be at the sole cost and exclusive responsibility of the Property Owner.
8. The Property Owner will save the Association harmless from any and all third party liability arising out of the placement and use of said pier and shall indemnify the Association from any loss or damage it might sustain by reason of any acts of commission or omission of the Property Owner, its successors, assigns, agents, employees, and visitors, including court costs and reasonable attorneys fees incurred in connection with any litigation resulting from such acts.
9. The Association assumes no responsibility for the protection, care, and guarding of said pier and appurtenances. Nor shall the Association have any responsibility to protect the Property Owner from the effects of trespass and/or unauthorized use of said pier by others, and it shall not be responsible for the loss of, or damage to the property of the Property Owner resulting from such actions.
10. The Property Owner agrees to remove said pier or any part thereof as may be requested by the Association within ninety (90) days of receipt of the written notice from the Association specifying that it has either 1) adopted a comprehensive plan for the development and use of the bay front area for the recreational use and enjoyment of the residents of the North Beach Park subdivision, and that removal of all or part of said pier is required to allow said use of the area, or 2) it requires removal of all or part of said pier to facilitate the repair and /or replacement of the riprap and bulkhead components of the bay front erosion control system.
11. This Agreement shall be binding on the Association and the Property Owner , its successors, assigns, or agents for the duration of the Property Owner's ownership of the domicile noted above, unless either party is served a written Notice of Termination at least thirty (30) days prior to the termination date specified in said Notice.

HPCA Pier Construction Agreement (Cont.)

Property Owner(s) Signature: John A. Haigh

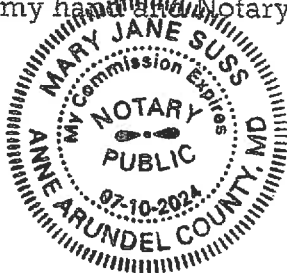
Property Owner(s) Name(s): John A. Haigh

State of Maryland, County of Anne Arundel Date: 4-12-2021

To Wit:

I hereby certify on the 12th day of April, 2021; before me, a Notary Public in and for the State of Maryland and County of Anne Arundel, personally appeared John A. Haigh who did acknowledge the within Agreement to be his/her/their act and deed.

Witness my hand and Notary Seal:



Mary Jane Suss
Notary Public
My Commission Expires: 7-10-2024

Holland Point Citizens Association Officer Signature: Janie Suss

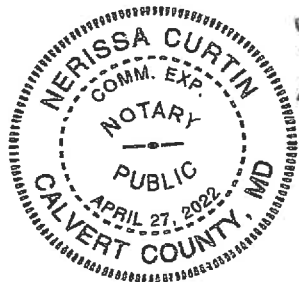
Officer's Name: Janie Suss Title: HPCA

State of Maryland, County of Anne Arundel Date: 4.14.2021

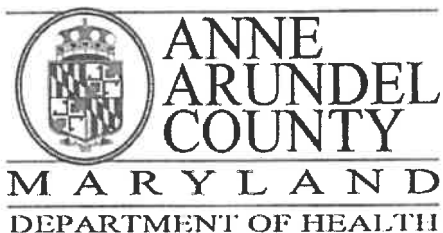
To Wit:

I hereby certify on the 14th day of April, 2021; before me, a Notary Public in and for the State of Maryland and County of Calvert, personally appeared Janie Suss who did acknowledge the within Agreement to be his/her/their act and deed.

Witness my hand and Notary Seal:



Nerissa Curtin
Notary Public
My Commission Expires: 04/27/2022



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
Acting Health Officer

MEMORANDUM

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

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

DATE: July 3, 2023

RE: John Haigh
700 Bay Front Ave.
North Beach, MD 20714

NUMBER: 2023-0110-V

SUBJECT: Variance/Special Exception/Rezoning

The Health Department has reviewed the above referenced variance to allow pilings (2) with less setbacks than required.

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 Scay