Variance Request: Letter of Explanation

3711 5th Avenue Edgewater, MD 21037 September 23, 2024

To Whom It May Concern;

I, Karina Lee Haley, am applying for a variance to ordinance § 18-4-701. Bulk regulations, so that my fully constructed Residential Accessory Structure (Storage Unit/Game Room/Shed) may remain at a height of 20 feet, 4 feet taller than the principal structure on my property. This height is still under the maximum height restriction of 25 feet for the R5 zoning district. This is not a dwelling unit, but an accessory building for storage, crafts, socialization and office space.

This variance is requested as the accessory unit was fully constructed as of June 30, 2024, and plumbing was completed as of July 30, 2024. This construction includes all insulation, drywall, electric, plumbing and mechanical (See Exhibit 1). The electric, plumbing and mechanical are in full working condition. All inspections have been completed and **approved by the County** except for the final mechanical and final plumbing (See Exhibit 2). The stop work order was requested by the builder himself, on Thursday, August 1, 2024, after full completion of the plumbing installation (See Exhibit 3).

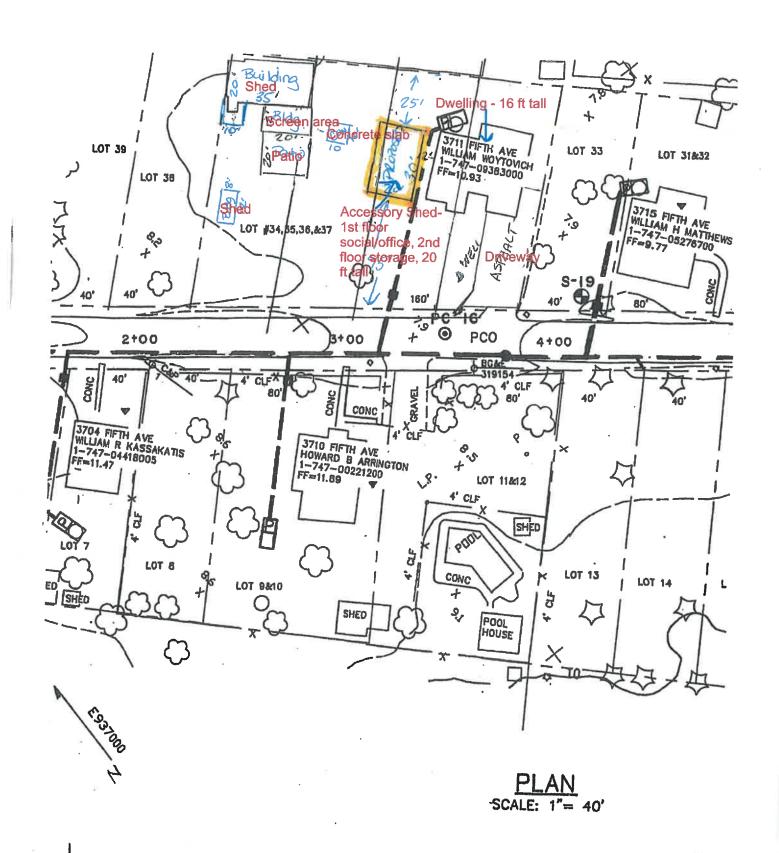
There are no special or unique characteristics to the actual land. When first consulting with the builder, I requested that the structure conform to the approved building application and that the height be kept to the same height of the principle structure. The response from the builder was that "as long as no one complains, there will be no issue in the height proposed by the architect." The variance request is not based on conditions or circumstances that are the result of actions by the applicant, including the commencement of development before an application for a variance was filed, and does not arise from any condition relating to land or building use on any neighboring property.

As most inspections and all construction of the building itself have been completed, the variance is necessary to avoid practical difficulty in the

rebuilding of the structure and unnecessary hardship financially and legally. The variance will not alter the character of the neighborhood, interfere with the use or development of adjacent property, or be detrimental to the public welfare (See neighbor approval letter).

The granting of the variance will not adversely affect water quality or adversely impact fish, wildlife or plant habitat within the County's critical area or a bog protection area. No replacement of utilities was necessary Should you have any questions, please contact me at 410-798-0533. Respectfully submitted,

Karina L. Haley



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:
Tax Map # 006	Parcel # 0036	Block # N	Lot # 34 35 36	Section	FOR RESUBMITTAL ONLY Corrections Redesign No Change Non-Critical Area *Complete Only Page 1
	ne (site name, sub		e, or other)	Sell	General Project Information by on the Bay
Project loca	tion/Address	3711 5th	Avenue		Zip 21037
Local case r	Edgewater number				Zip 21037
Applicant: Last name Haley First name Karina Company					
Application Type (check all that apply):					
Conditional Consistency	gement Plan Use Report > 5,000 sq ft		R S S S	Variance Rezoning Lite Plan Lecal Exception Other	ption
	diction Contact I		G		
Last name Phone #	AACo Zoning A 410-222-7437	Administration		First name e from Com	mission Required ByTBD
Fax #]	Hearing date	TBD

SPECIFIC PROJECT INFORMATION

Describe Proposed use						
Construction of a 600 sq foot accessory unit						
Yes Intra-Family Transfer Grandfathered Lot				Growth Allocation Buffer Exemption Ar	Yes 🔲	
Project Type (check a	ll that ap	ply)				
Commercial Consistency Report Industrial Institutional Mixed Use				Recreational Redevelopment Residential Shore Erosion Contro Water-Dependent Fac		
Other				- Water Dependent Lac	mily	
SITE INVENTORY (Enter acres or square feet) Acres Sq Ft Total Disturbed Area						
IDA Area				Total Disturbed Area		600
LDA Area				1		
RCA Area				# of Lots Created		
Total Area				# Of Lots Cleated		
Existing Forest/Woodland/Trees Created Forest/Woodland/Trees		Acres	Sq Ft	Existing Lot Coverage New Lot Coverage	Acres	Sq Ft 4085
Removed Forest/Woodlan			1		-	4685
Temoved I orest woodian	d/ Hees			Removed Lot Coverage Total Lot Coverage		4685
VARIANCE INFORMATION (Check all that apply) Acres Sq Ft Acres Sq Ft						
Buffer Disturbance Non-Buffer Disturbance				Buffer Forest Clearing		
Variance Type				Mitigation Structure		
Buffer Acc. Structure Addition Structure Addition Barn Deck Dwelling Dwelling Addition						
Nontidal Wetlands Garage Gazebo Setback Gazebo Gazebo Steep Slopes Patio Gher Pool						
Shed			<u>=</u>			
				ther		
			3.	<u> </u>	Revis	sed 12/14/2006

Variance Request: Critical Area Report

3711 5th Avenue

Edgewater, MD 21037

September 23, 2024

To Whom It May Concern;

The project at the above referenced address will be an accessory unit to the principle residential dwelling.

On the property are a Maple, Pin Oak, Redbud, Crepe Myrtle, Blueberry bushes, Elderberry and Hazelnut bushes. All except for the existing Maple and one existing Pin Oak were planted in accordance with the Forestation Agreement submitted and accepted by the County with building Permit B02421046 (See Exhibit 4). A site plan of the plant placement was also included with that agreement.

A silt fence was placed around the construction site per County guidelines (See Exhibit 5).

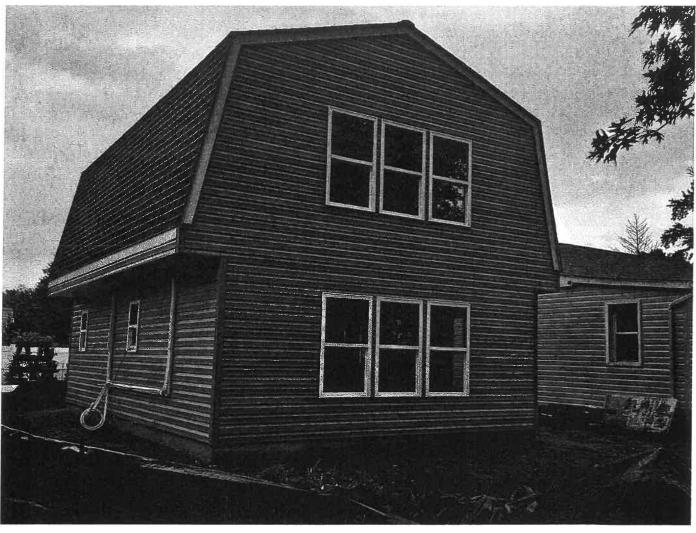
Impervious surface before construction was 4085 square feet and after construction the total impervious surface is 4685 square feet. The total site area of the property is 19,063 square feet (See Exhibit 6).

The plantings and their locations were approved by the County on January 6, 2024.

Should you have any questions, please contact me at 410-798-0533.

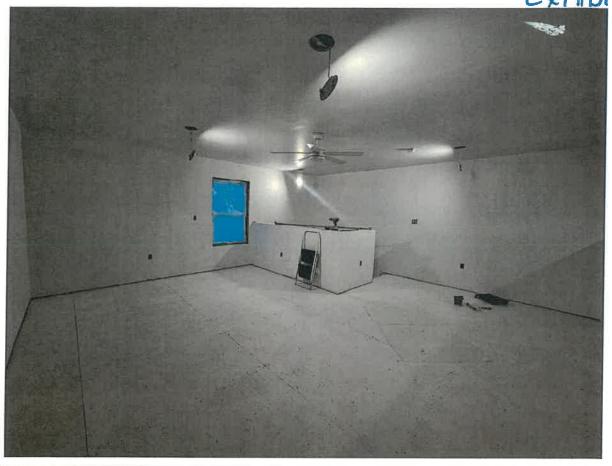
Respectfully submitted,

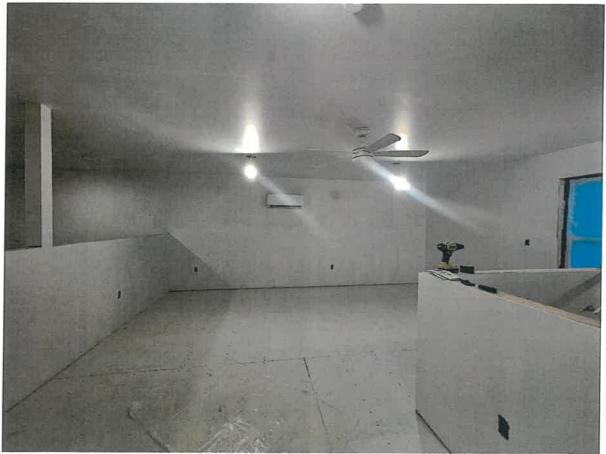
Karina L. Haley



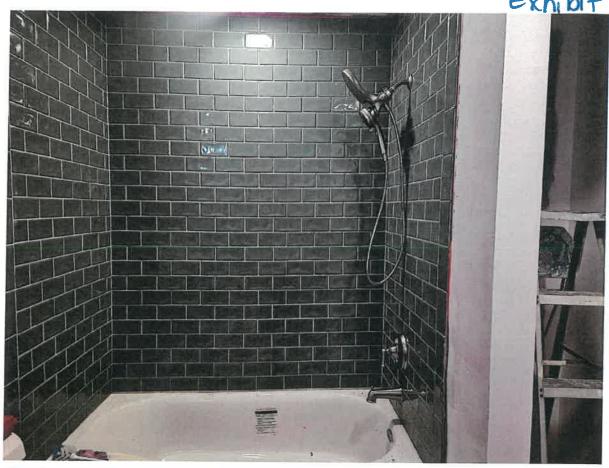














Record B02421046:

Residential Accessory Structure

Record Status: Active

Record Info >

Payments -

Conditions 🚳





A notice was added to this record on 08/02/2024. Condition: Administrative Hold - SWO Severity: Notice Total Conditions: 1 (Notice: 1)

Inspections

Upcoming

Schedule or Request an Inspection

You have not added any inspections. Click the link above to schedule or request one.

Completed (10)

Cancelled - 4; Fall - 1; Pass - 5

Pass Footing (3112105)

Result by: Chris Motta on 04/08/2024 at 12:11 PM

Pass Slab (3116436)

Result by: Jon Ferguson on 04/16/2024 at 09:28 AM

Pass Progress (3119164)

Result by: Chris Motta on 04/19/2024 at 11:01 AM

Cancelled Framing (3130536)

Cancelled by: Karina Haley on 05/14/2024 at 01:52 PM

Cancelled Final (3140958)

Cancelled by: Karina Haley on 06/03/2024 at 08:53 AM

View Details

View Details

View Details

View Details

View Details

Completed (10)

Cancelled - 4; Fail - 1; Pass - 5

Fail Framing (3140944)

Result by: Chris Motta on 06/04/2024 at 11:46 AM

Pass Framing (3147463)

Result by: Chris Motta on 06/11/2024 at 09:44 AM

Pass Insulation (3144287)

Result by: Chris Molta on 06/11/2024 at 09:45 AM

Cancelled Final (3175389)

Cancelled by: Karina Haley on 07/31/2024 at 08:01 AM

Cancelled Final (3175966)

Cancelled by: Karina Haley on 08/02/2024 at 01:01 PM

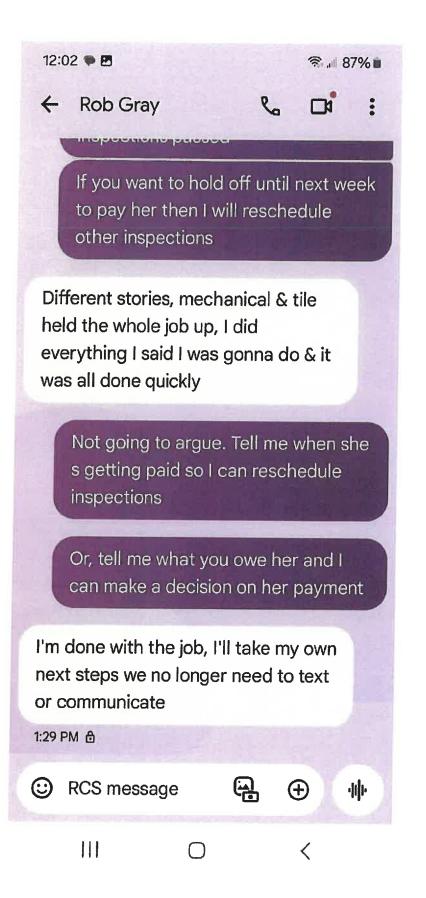
View Details

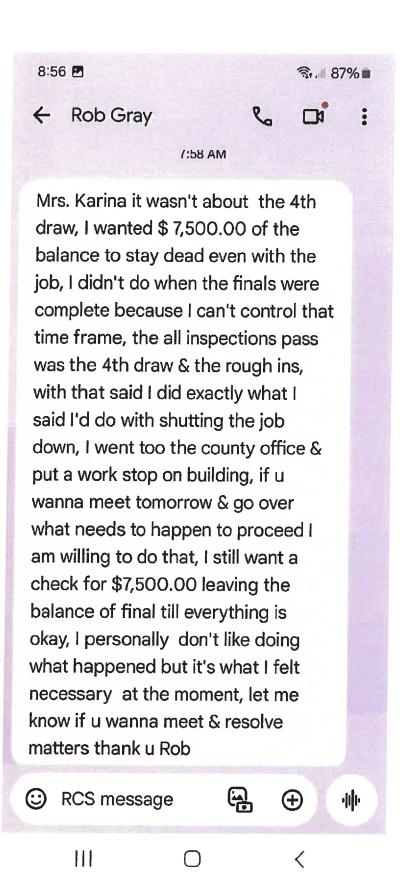
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DO NOT MAKE CHANGES TO THIS FORM

FORESTATION AGREEMENT

THIS FORESTATION AGREEMENT is entered into this 6 day of January , 20 24 , by and between Karina L Haley
Owner, and ANNE ARUNDEL COUNTY, MARYLAND, a body corporate and politic of the
State of Maryland ("County").
WHEREAS, Owner is the owner of the real property with a street address of 3711 5th Avenue, Edgewater, MD 21037
deed reference 24155/00036 (the "Property"), and Owner has filed or permitted to
be filed an application for subdivision or a site development plan with an application for a
building or grading permit or a standard grading plan, Permit No. B02421046; and
WHEREAS, the Owner is required by the Anne Arundel County Code ("Code") to ente
into a Forestation Agreement.
NOW, THEREFORE, in consideration of the mutual covenants and promises contained
in this Agreement, the parties agree as follows:
INSTALLATION AND INSPECTION
1. The Owner or Purchaser has submitted and the County has approved a forest
conservation plan, buffer management plan, reforestation plan ("Plan") for the Property, a copy
of which is on file at the County Office of Planning and Zoning.
2. The Owner is required to complete reforestation, afforestation, or replanting on
the Property in accordance with the Plan and the Code.
3. The Owner shall be responsible for the provision, installation, and maintenance of
all plant materials required by the Plan and shall be bound by the terms and conditions of the
approved Plan and all applicable law and regulations.
4. The total approved estimated cost of the installed plant materials is
\$245.00 and a copy of the approved cost estimate is attached as Exhibit A.
5. Within 30 days after installation of all plant materials, the Owner shall notify the
County in writing by certified mail, return receipt, that installation has been completed in
accordance with the Plan and shall advise the County of any variations from the Plan or
differences between the Plan and the final installation. The County will inspect the plant
materials. Owner hereby grants to the County a right of entry onto the Property for the purpose

of inspecting the approved installation and verifying compliance with the approved Plan.

6. The Owner has paid to the County an inspection fee in the amount of \$63.00, which is 7% of the total approved estimated cost of the installed plant materials. The inspection fee will not be decreased even if the actual cost claimed by the Owner is less.

SECURITY

- 7. All security required by this Agreement shall be in the form of a X ______ cash deposit (including a certified or cashier's check), ______ irrevocable letter of credit, or _____ performance and completion bond; from a surety acceptable to the County.
- 8. This Agreement is accompanied by performance and completion security if required by the Code. The amount of the security is \$900.00, which is equal to \$1.50 per square foot in the Critical Area or, otherwise, equal to the total approved estimated cost of the installed plant materials as set forth in paragraph 4.
- 9. In addition to the security posted with this Agreement, the Owner agrees to reimburse the County for any and all additional costs incurred to complete, restore, or repair the plantings required by the Plan, including all County administrative costs; independent contractor, consulting engineer, or other expert fees; attorneys' fees; and pre-judgment interest at the rate of 6% per year. The Owner further authorizes the County to recover these additional costs by collection pursuant to § 1-9-101 of the County Code.
- 10. The County shall retain the security required by this Agreement for a period of two years after installation and acceptance of the plant materials. After the expiration of at least one growing season, the County may reduce by no more than 50% the amount of the security required by this Agreement if the Owner has performed at least 50% of the obligations under this Agreement and the County determines that a partial release will not impair implementation of the Agreement. To request a reduction, the Owner shall file an application with the County; provide justification and any required documentation, including new or additional security if the County so requires; and agree that all other terms and conditions of this Agreement shall remain in full force and effect.
- 11. If the Owner fails to request in writing a return of the security within 180 days after the expiration of the two-year period that the security is held under the Code and this Agreement, the security shall be forfeited by operation of law to the County's Forest Conservation Fund or to the critical area fund, as determined by the Planning and Zoning

Officer.

REMEDIES

- 12. If the Owner fails to install the required plantings or fails to take appropriate and effective corrective action after written notice by the County or otherwise fails to perform this Agreement in any manner whatsoever, the County may declare the Owner in default and may complete, restore, or repair the plantings required by the Plan, either through its own forces or through a contractor. In addition, the County may take all action and pursue all available remedies, whether legal or equitable, provided for by applicable law, including forfeiture of any security and the recovery of any costs incurred by the County pursuant to the provisions of § 1-9-101 of the County Code.
- 13. No remedy available to the County is exclusive, all remedies shall be cumulative, and the exercise of one remedy by the County shall not preclude the exercise of other remedies at the same time or at different times.

MISCELLANEOUS PROVISIONS

- 14. The parties agree that the obligations of this Agreement will run with the land and bind the current owner of the property only, and that upon conveyance of the Property the obligations of this Agreement shall be assumed by the Grantee and the Owner shall be released without further obligation hereunder.
- 15. The Owner hereby waives all right of appeal on any issue relating to the requirement for the provision, installation, and maintenance of all plant materials required by the Plan and this Agreement.
- 16. This document and its attachments contain the complete and final Agreement between the parties and representations, whether written or oral, not contained in this Agreement shall not be part of this Agreement.
 - 17. The laws of the State of Maryland shall govern this Agreement.
- 18. This Agreement shall inure to the benefit of and be binding on the parties and their heirs, personal representatives, legal representatives, successors, and assigns.
- 19. The parties agree that this Agreement constitutes a contract under seal and that they intend the twelve-year statute of limitations period as set forth in Maryland Courts and Judicial Proceedings Code Annotated §5-102 to apply to this Agreement.
 - 20. If a court of competent jurisdiction determines that any provision of this

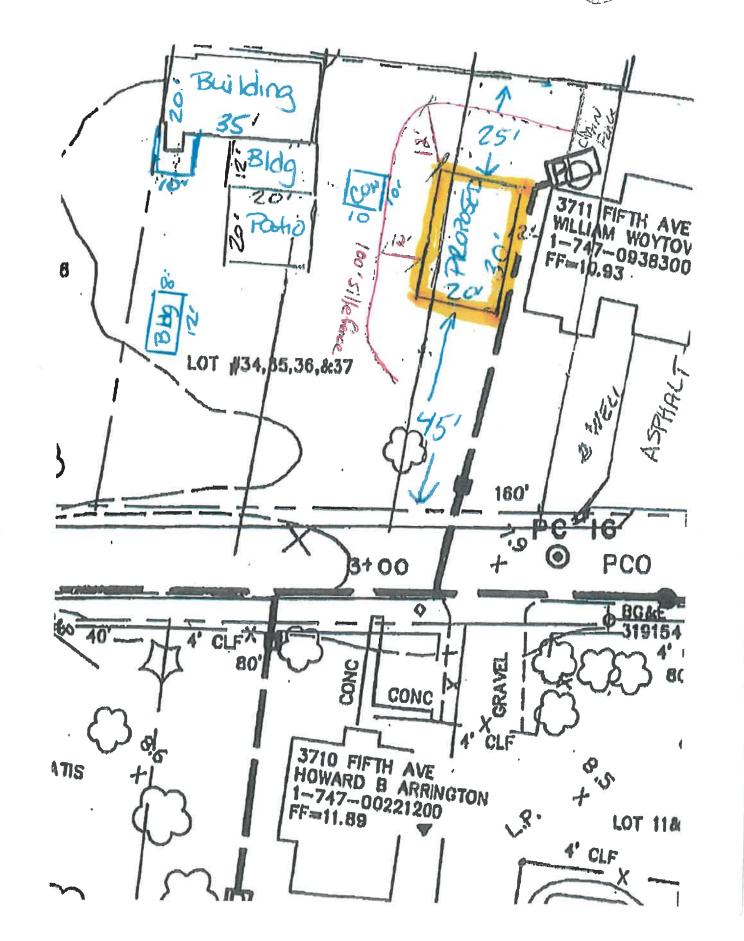
BY:	(SEAL)
JENNY B. JARKOWSKI, PLANT	
AND ZONING OFFICER FOR ST	EUART
PITTMAN, COUNTY EXECUTIV	E

REVIEWED FOR FORM AND LEGAL SUFFICIENCY:

Agreement is invalid, illegal, or incapable of being enforced, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and the rights and obligations of the parties shall be given effect to the fullest extent possible notwithstanding the determination of invalidity, illegality, or unenforceability.

	OWNER:
Date Wayer Taner Wanpen FARREN Notary Public	Karina L Haley Print Name
Anne Arundel County Maryland My Commission Expires Nov. 3, 2027	OWNER:
Date	(SEAL)
	Print Name
	OWNER:
Date	(SEAL)
	Print Name
	ANNE ARUNDEL COUNTY, MARYLAND

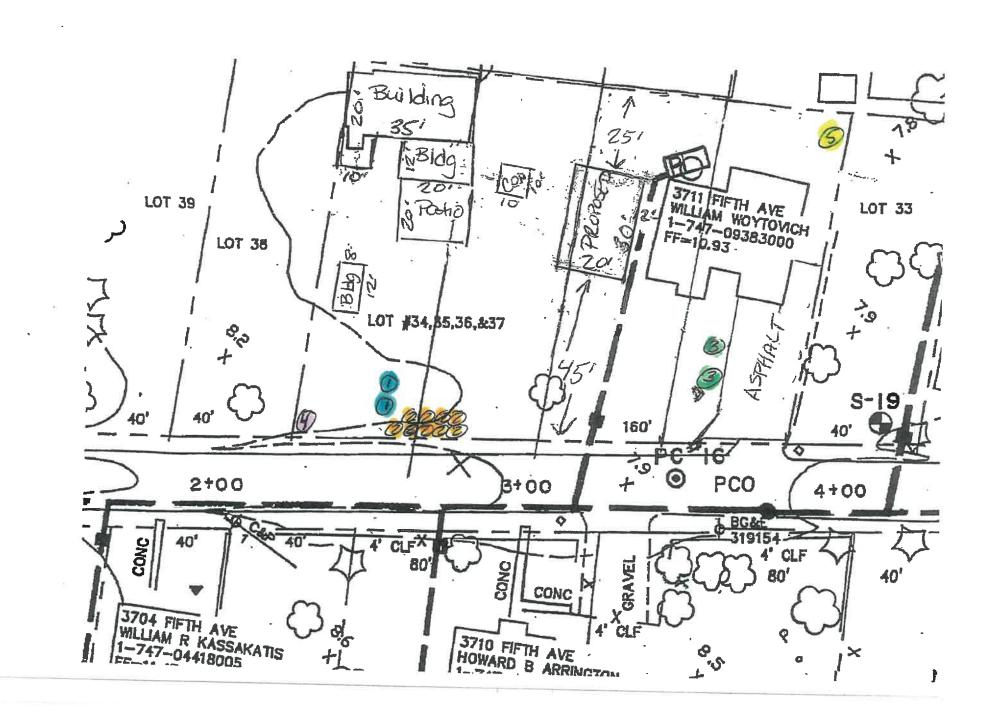
appear to the

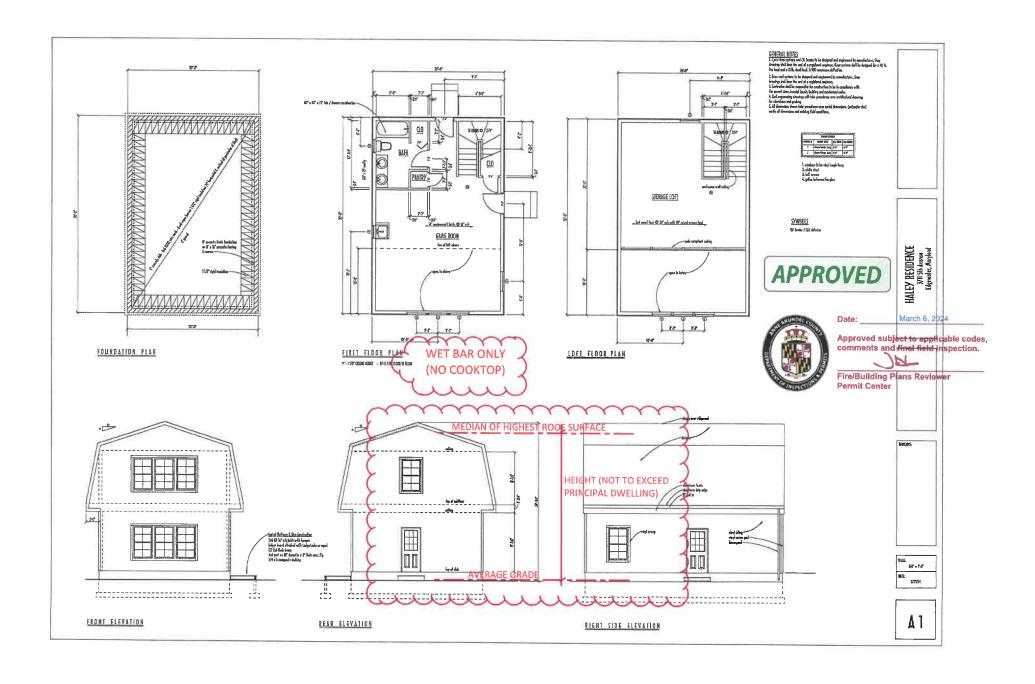


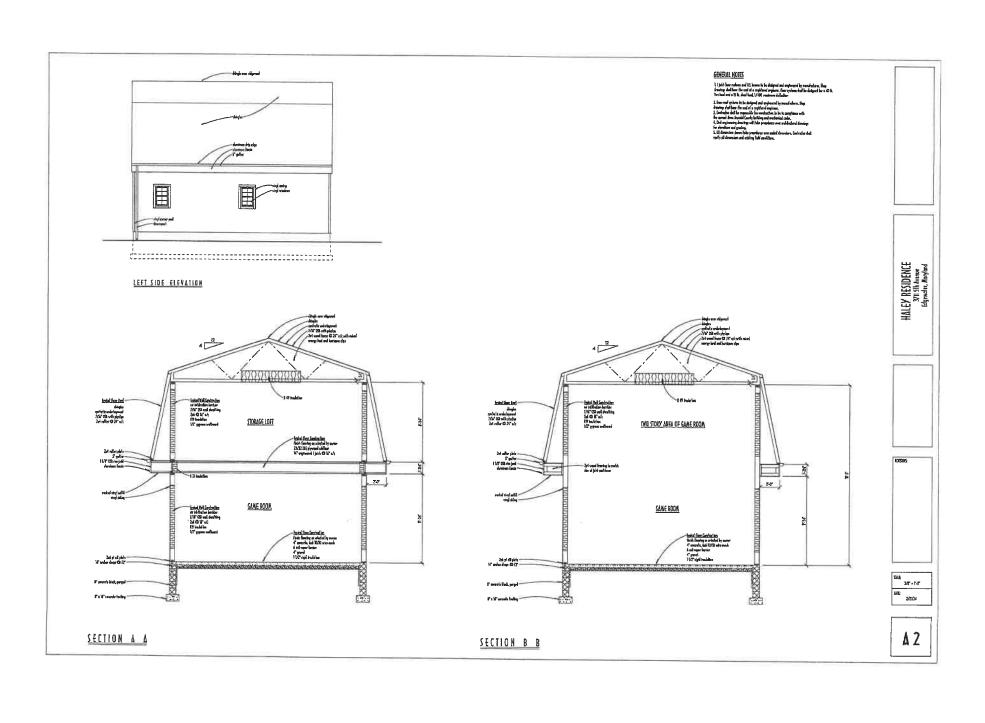
CRITICAL ARE	A REPORT WORK	SHEET TO ACCOMPANY	THE SITE PLAN	
Permit Number <u>B02421046</u>				
Total Site Area	Square	Feet (1 Acre = 43,560 Square I	Pect)	
COMMUNITY DOMINA	Squ TED BY TREES AN	nare Feet- 'Wooded' MEANS A D OTHER WOODY PLANTS THAT HAVE BEEN CUT BU	A BIOLOGICAL S (SHRUBS AND	
		diand Removed for the follow		
1. House 0	Sq. Ft.	5. Accessory Structure	Sq. Ft.	
2. Septic or sewer	Sq. Ft.	6. Additions 0	Sq. Ft,	
3. Well	Sq. Ft.	7. Storm Water Manageme	nt Sq. Ft.	
4. Driveway	Sq. Ft.	8. Other Clearing: work are	ea; access; stockpiles, Sq. Ft.	
* Tota	al Woodland Remove	ed = 0 So		
"Impervious Coverage" IS A ROOFS, SIDEWALKS, DR GRAVAEL IS CONSIDER	IVEWAYS, AND A	AT WILL NOT ABSORB LIQ NY TYPE OF PAVEMENT. (<u>IS SURFACE</u> .	UID. THIS INCLUDES COMPACTED	
* Please Indicate Squ	uare Footage of Impe	rvious Coverage for the follow	ring:	
Existing Impe		Proposed Im		
1. House (roof area) 1185	Sq. Ft.	1. House (roof area)	Sq. Ft.	
2. Driveway + Sidewalks	00 Sq. Ft.	2. Driveway + Sidewalks	Sq. Ft.	
3. Accessory Structures	O Sq. Ft.	3. Accessory Structures 600	Sq. Ft.	
		4. Additions	Sq. Ft.	
* Total Existing and Proposed Impervious CoverageSq. Ft.				
⊕ PLEASE INCL	UDE ALL EXISTIN	G AND PROPOSED SQUAR	E FOOTAGE.	
Karina Haley				
(property owner and contract purchaser, if a pplicable) hereby certify that the above critical area worksheet is true and correct based upon personal mowledge. I further declare that a copy of the foregoing document will be transferred to any purchaser of his property from me (or corporation, if applicable) at the time of settlement. I hereby understand that hese computations shall be a binding part of issuance of a building permit for lot # 34 35 36 block # of Subdivision Selby on the Bay				
hereby certify that I have seen and read the record plat (if approved after 1986 and subject to Critical area requirements) and have indicated on the attached site plan any easements, buffers, or other estrictions declared on said plat. (Signature) 10 2 23 (Date) (Title)				
	(Sio	nature)	(Date)	
_	(Titi		(5410)	
		,		

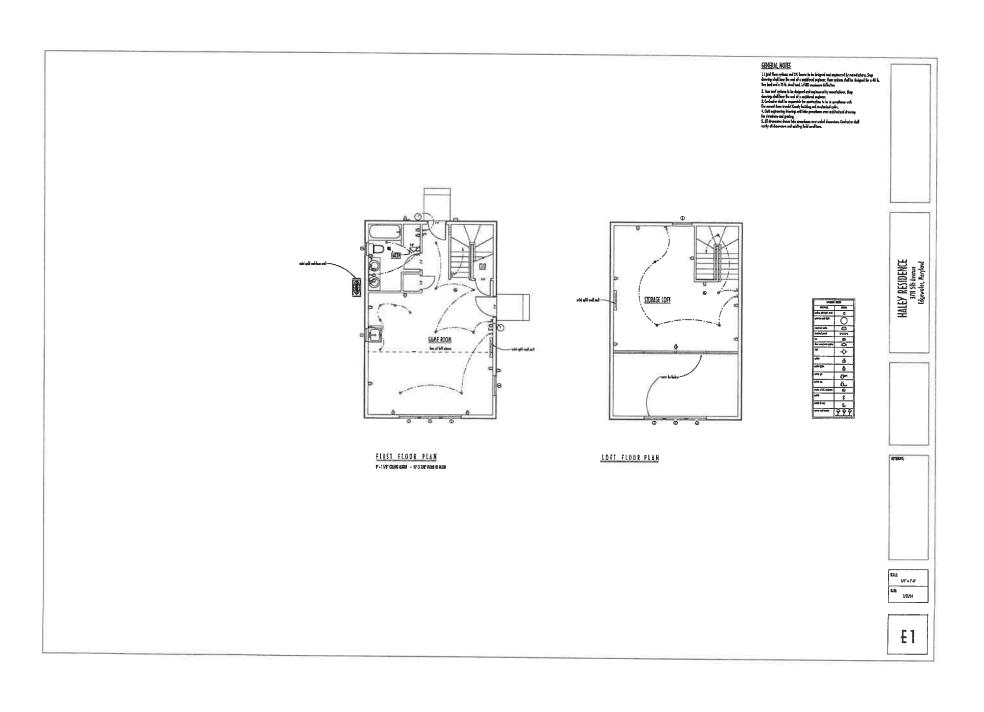
Permit No. B02421046 Exhibit A

	Number of	Cost Per	
Planting	Plantings	Plant	TOTAL COST
Hazelnut Blueberry Common Elderberry Pin Oak Red Bud	2 9 2 1 1	\$12 \$15 \$28 \$15 \$15	\$24 \$135 \$56 \$15 \$15
TOTAL COST			\$245









To: Anne Arundel County Planning and Zoning

We, the undersigned, are immediate neighbors of the premises located at 3711 5th Avenue, Edgewater, MD 21037. We have no objections to the Accessory Unit which was built upon that property.

Ryan and Kelly Thuillier – 3705 Fifth Ave

Troy and Tina Grenga – 3706 Fifth Ave

Lewis Flowers – 3710 Fifth Ave

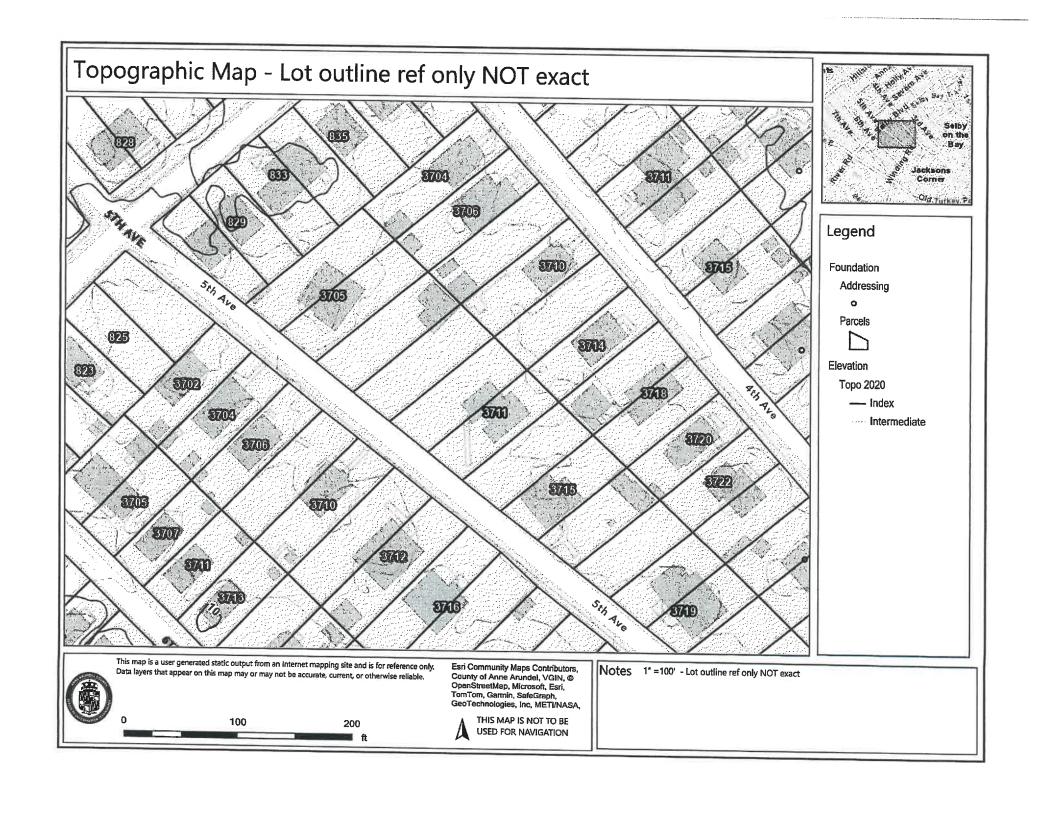
Stacey Crow – 3715 Fifth Ave

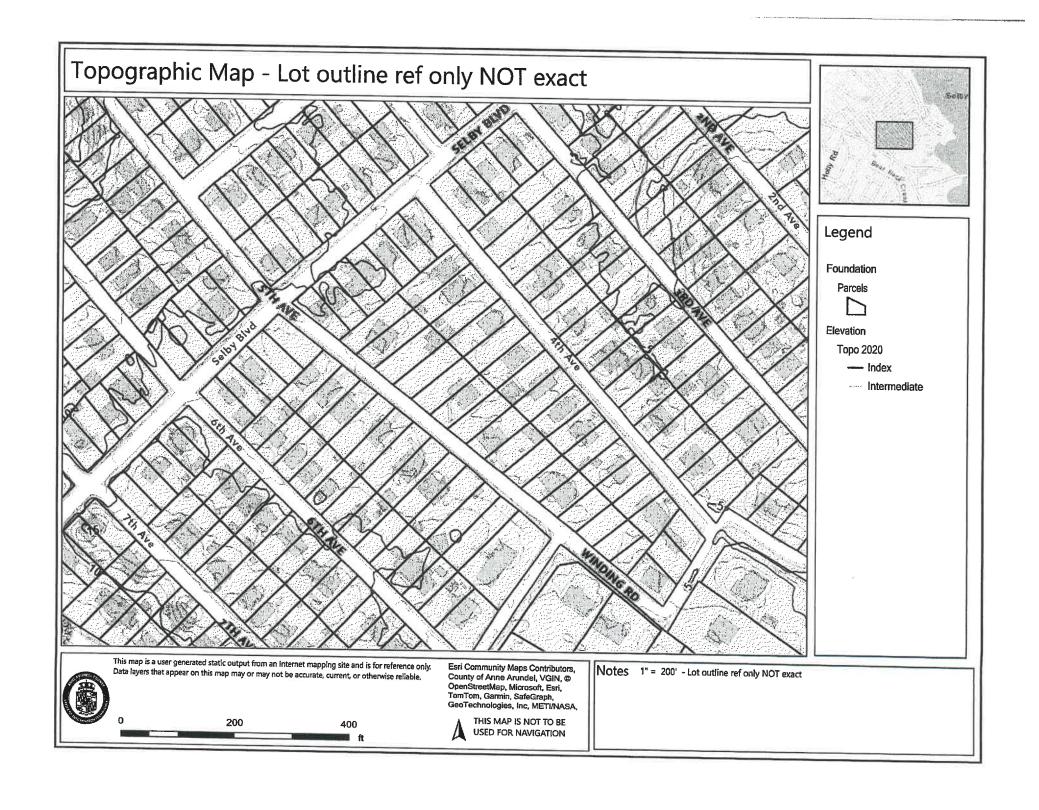
Jason Rohrbaugh – 3710 Fourth Ave

NOT AVAILABLE

Will Warnick – 3764 5th Ave

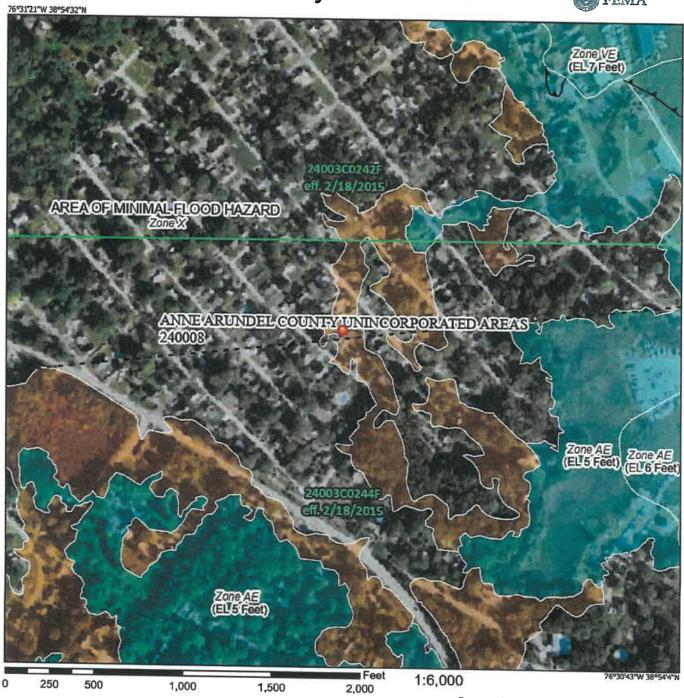
Will Warnick – 3764 5th Ave





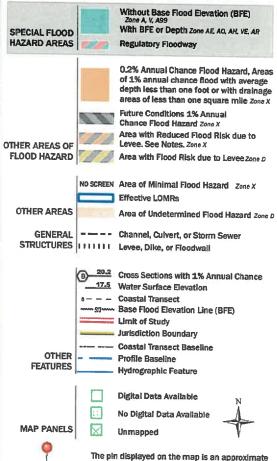
National Flood Hazard Layer FIRMette





Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT



This map compiles with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown compiles with FEMA's basemap

accuracy standards

an authoritative property location.

point selected by the user and does not represent

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/5/2024 at 10:55 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FiRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



Jenny B. Jarkowski, Planning and Zoning Officer

AFFIDAVIT-DETACHED ACCESSORY STRUCTURE

PERMIT#: BC	2421046
PROPERTY ADDRES	ss: 3711 54h Avenue
	Edgewater, MD 21037
TAX ACCOUNT #: 🙋	1747-0938-3000

I/WE, THE (PROPERTY OWNER OR CONTRACT PURCHASER IF APPLICABLE) UNDERSIGNED, IN MAKING AN APPLICATION FOR THE ABOVE REFERENCED BUILDING PERMIT, DO HEREBY ACKNOWLEDGE THAT THE USE OF THE DETACHED ACCESSORY STRUCTURE WILL NOT BE USED AS A GUEST HOUSE, INDEPENDENT DWELLING UNIT OR FOR COMMERCIAL PURPOSES

I HAVE BEEN INFORMED THAT IN THIS **R5** ZONING DISTRICT, APARTMENTS, TWO-UNIT DWELLINGS, GUEST HOUSES PER SECTION 18-4-106, RENTAL UNITS AND DETACHED ACCESSORY DWELLING UNITS THAT CONTAIN HABITABLE LIVING SPACE, OR ATTACHED UNITS NOT IN COMPLIANCE WITH ARTICLE 18, SECTIONS 18-1-101 (47)(vi) AND 18-10-122 ARE NOT PERMITTED USES UNDER THE ANNE ARUNDEL COUNTY ZONING CODE. I UNDERSTAND THAT THESE USES WOULD BE PURSUED AS ZONING VIOLATIONS IF INITIATED.

SIGNATURE

PRINT NAME

DATE

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, THAT ON THIS (DAY OF) (AA L (AA L 2024, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED (OY 17/2 1-46 f) KNOWN TO ME (OR SATISFACTORILY PROVEN) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN AGREEMENT AND ACKNOWLEDGED THAT HE OR SHE EXECUTED THE SAME FOR THE PURPOSE THEREIN.

IN WITNESS WHERE OF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

WANPEN FARREN

Notary Public Anne Arundel County Marviand

My IZDITATARA MATERIANA FIST PRESENT

MILA DAM NOTARY PUBLIC

"Recycled Paper"
www.aacounty.org