

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


**APPLICANT:** Eric Bergendahl

**ASSESSMENT DISTRICT:** 1st

**CASE NUMBER:** 2024-0229-V

**COUNCILMANIC DISTRICT:** 7th

**HEARING DATE:** April 1, 2025

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

**REQUEST**

The applicant is requesting a variance to allow a dwelling addition (garage with living space above) with less setbacks than required on property located at 3538 Oak Drive in Edgewater.

**LOCATION AND DESCRIPTION OF SITE**

The subject site consists of approximately 17,800 square feet of land and is identified as Lots 17 & 18 of Parcel 22 in Block 4 on Tax Map 60 in the Loch Haven Beach subdivision.

The property is zoned R5 - Residential District and is currently improved with a single-family detached dwelling and associated facilities. This is a non-waterfront property that lies entirely within the Chesapeake Bay Critical Area with a designation of LDA - Limited Development Area.

**APPLICANT'S PROPOSAL**

The applicant proposes to construct a two story addition to the existing dwelling measuring approximately 32' X 20' with a 6' X 15' breezeway/storage area on the south side of the existing dwelling. The first floor will consist of a garage and the second floor will be living space with a living room, bedroom and bathroom.<sup>1</sup>

**REQUESTED VARIANCES**

§ 18-4-701 of the Anne Arundel County Zoning Code stipulates that principal structures in an R5 - Residential District shall be set back a minimum of 20 feet from a corner side lot line. The proposed addition will be located as close as 13 feet from the corner side lot line (lot line abutting Magnolia Drive), necessitating a variance of 7 feet.

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<sup>1</sup> This case was advertised with the second floor of the proposed addition being an Accessory Dwelling Unit (ADU) due to the construction plans showing a kitchen area on the second floor. The applicant has indicated that they do not intend to construct an ADU and have provided updated construction plans showing no kitchen facilities on the second floor. Therefore, the proposal has been revised and is considered solely as a dwelling addition.

## **AGENCY COMMENTS**

The **Health Department** commented that the proposal does not adversely affect the well water supply system and has no objection to the request.

## **FINDINGS**

The applicant describes that his father has recently moved in along with a child that has started driving. These factors contribute to the need for additional parking and living space. The applicant contends that the location of the existing structures limits the available space to construct the addition.

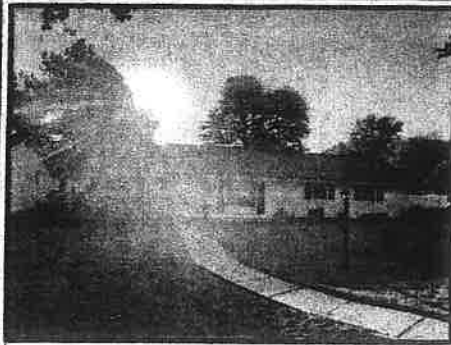
The existing critical area lot coverage is 4,275 square feet. The proposed lot coverage after development of 5,295 square feet appears to be within the allowed 31.25% (5,562 square feet) lot coverage limit in the LDA. Exact lot coverage calculations will be determined at the time of permit.

With respect to the variance standards, there is no evidence that the variance will alter the essential character of the neighborhood, impair the use or enjoyment of adjacent properties or be detrimental to the public welfare. However, this Office does not find any unique features or exceptional circumstances that would cause the applicant practical difficulties or unwarranted hardship in the use of the property. The property is of adequate size and width for a lot in the R5 District and is improved with a single family dwelling and associated facilities. Additional parking could be achieved through construction of a driveway, which does not have to meet setback requirements. Furthermore, there appears to be opportunities to enlarge the dwelling in ways that meet the Code requirements, such as adding a second story or an addition to another area of the dwelling. As the variances are deemed to be unwarranted, they cannot be considered the minimum necessary to afford relief.

## **RECOMMENDATION**

Based upon the standards set forth in § 18-16-305 under which a variance may be granted, this Office recommends ***denial*** of a zoning variance to §18-4-701 to allow construction of the dwelling addition as shown on the site plan.

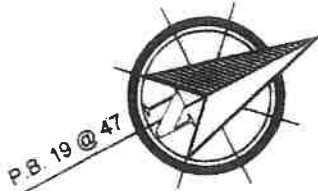
DISCLAIMER: This recommendation does not constitute a building permit. In order for the applicant(s) to construct the structure(s) as proposed, the applicant(s) shall apply for and obtain the necessary building permits and obtain any other approvals required to perform the work described herein. This 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.



# OAK DRIVE

N28°10'10"E 100.03'

THE LEVEL OF ACCURACY OF DISTANCES TO APPARENT PROPERTY LINES IS  $1 \pm$



MAGNOLIA DRIVE  
R=874.00'  
L=134.07'

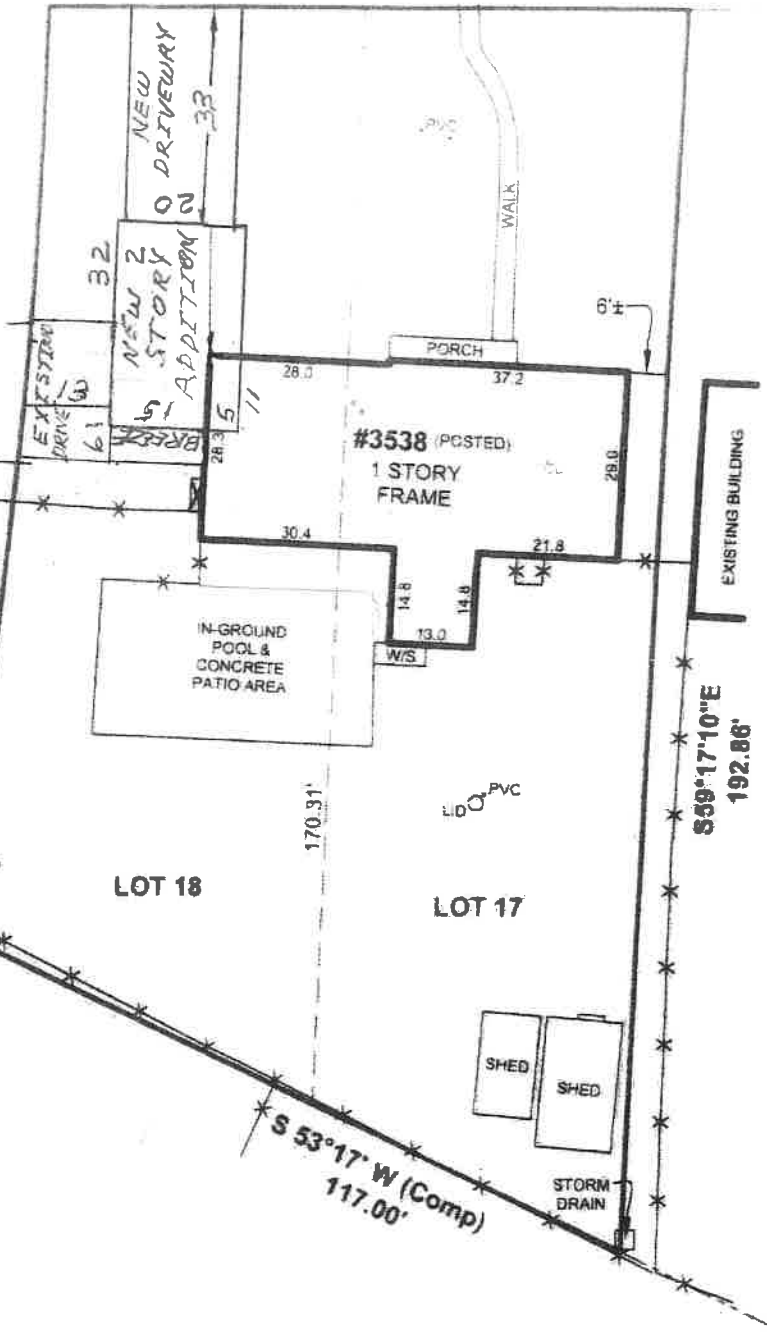
R=214.00'  
L=9.86'

S59°17'10"E  
192.86'

S 53°17' W (Comp)  
117.00'

LOT 18

LOT 17



**LEGEND:**

- \* - FENCE
- B/E - BASEMENT ENTRANCE
- B/W - BAY WINDOW
- BR - BRICK
- BRL - BLDG. RESTRICTION LINE
- BSMT - BASEMENT
- C/S - CONCRETE STOOP
- CONC - CONCRETE
- D/W - DRIVEWAY
- UP - UTILITY POLE
- FR - FRAME
- MAC - MACADAM
- W/W - WINDOW WELL
- OH - OVERHANG
- PUE - PUBLIC UTILITY ESMT.
- PIE - PUBLIC IMPROVEMENT ESMT.

**COLOR KEY:**

- (RED) - RECORD INFORMATION
- (BLUE) - IMPROVEMENTS
- (GREEN) - ESMTS & RESTRICTION LINES

LOCATION DRAWING OF:  
**#3538 & 3540 OAK DRIVE**  
**LOTS 17 & 18 BLOCK S**  
**SECOND SECTION OF**  
**LOCH HAVEN BEACH**  
**PLAT BOOK 19, PLAT 47**  
**ANNE ARUNDEL COUNTY, MARYLAND**  
**SCALE: 1"=30' DATE: 10-07-2024**  
**DRAWN BY: AP FILE # 249102-200**

**SURVEYOR'S CERTIFICATE**

I HEREBY STATE THAT I WAS IN RESPONSIBLE CHARGE OVER THE PREPARATION OF THIS DRAWING AND THE SURVEY WORK REFLECTED HEREIN AND IT IS IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN REGULATION 12 CHAPTER 09.13.06 OF THE CODE OF MARYLAND ANNOTATED REGULATIONS. THIS SURVEY IS NOT TO BE USED OR RELIED UPON FOR THE ESTABLISHMENT OF FENCES, BUILDING, OR OTHER IMPROVEMENTS. THIS PLAT DOES NOT PROVIDE FOR THE ACCURATE IDENTIFICATION OF PROPERTY BOUNDARY LINES, BUT SUCH IDENTIFICATION MAY NOT BE REQUIRED FOR THE TRANSFER OF TITLE OR SECURING FINANCING OR REFINANCING. THIS PLAT IS OF BENEFIT TO A CONSUMER ONLY INsofar AS IT IS REQUIRED BY A LENDER OR A TITLE INSURANCE COMPANY OR ITS AGENTS IN CONNECTION WITH THE CONTEMPLATED TRANSFER, FINANCING OR REFINANCING. THE LEVEL OF ACCURACY FOR THIS DRAWING IS 1"±. NO TITLE REPORT WAS FURNISHED TO NOR DONE BY THIS COMPANY. SAID PROPERTY SUBJECT TO ALL NOTES, RESTRICTIONS AND EASEMENTS OF RECORD. BUILDING RESTRICTION LINES AND EASEMENTS MAY NOT BE SHOWN ON THIS SURVEY. IMPROVEMENTS WHICH IN THE SURVEYOR'S OPINION APPEAR TO BE IN A STATE OF DISREPAIR OR MAY BE CONSIDERED "TEMPORARY" MAY NOT BE SHOWN. IF IT APPEARS ENCROACHMENTS MAY EXIST, A BOUNDARY SURVEY IS RECOMMENDED.



A Land Surveying Company

**DULEY**  
and  
**Associates, Inc.**

Serving D.C. and MD.

14604 Elm Street, Upper Marlboro, MD 20772

Phone: 301-888-1111

Fax: 301-888-1114

Email: orders@duley.biz

On the web: www.duley.biz



11519 H. G. Trueman Road, Lusby, Maryland 20657

johnkrauseconstruction@gmail.com

443-404-5284

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February 4, 2025

Anne Arundel County, Maryland  
Office of Planning & Zoning  
Zoning Administration  
2664 Riva Road  
Annapolis MD 21401

Re: Variance Application for Eric Bergendahl  
Building Permit B02431701  
3538 Oak Drive Edgewater MD 21037  
Lots 17 & 18 Block S, Section Two  
Loch Haven Beach

To whom it may concern:

The applicant, Eric Bergendahl, is requesting a variance to allow a two-story addition to an existing single-family dwelling. The R5-Residential Bulk regulations require a 20 setback from a structure to a side street property line. The addition is proposed to be located 13 feet from the side street property line of Magnolia Drive, therefore necessitating a variance request of seven feet.

The subject property consists of Lots 17 & 18, Block S, Section 2 in the subdivision of Loch Haven Beach. It is shown on Tax Map 60 in Block 04 part of Parcel 22. The site has a combined area of 17,800 square feet. It is located on the corner of Oak Drive and Magnolia Drive and is currently improved with an existing one-story frame single family dwelling, driveway, in-ground pool and concrete area, and two sheds.

The dwelling was constructed in 1963. The proposed addition to the dwelling will consist



of a first-floor garage with a second floor living room and bedroom. The applicant's father has recently moved into the home and one of his children has recently started driving. This has resulted in the number of household vehicles doubling in the last two years. Additionally, the family owns a few recreational vehicles. The location of the existing driveway cannot accommodate all the family vehicles. As a result, several of the family vehicles must park on the local street abutting the dwelling. The relocated driveway and the first level of the proposed dwelling addition will provide parking for all the family vehicles. The second floor of the proposed addition will also provide the applicant with much more needed additional living space for his family.

A review of the neighborhood indicates that it is comprised of an eclectic mix of one- and two-story homes with both attached and detached garages. Many of the homes were built prior to the enactment of the current R5 zoning setbacks. As previously noted, the dwelling and pool were constructed prior to the current zoning setback requirements. Based upon the location of the existing structures on the subject property, the property owner is severely limited as to where the proposed addition can be added to the dwelling.

It is our opinion that the granting of the subject variance is the minimum necessary to afford relief and to allow the applicant to further develop the subject property.

Furthermore, it does not appear that the approval of this variance request will alter the essential character of the neighborhood, nor will it impact adjacent properties.

It is our hope that you will consider these factors in your review and recommend the approval of the variance request of seven feet to the twenty-foot side street setback. Thank you in advance for your assistance with this matter. If you have any questions, please do not hesitate to call or email me

Sincerely,

*John Krause*

John Krause, President  
John Krause Construction, Inc.

RECORD AND RETURN TO:  
Global Title Group, LLC  
3158 Braverton Street, Suite 110  
Edgewater, Maryland 21037  
GTG File #E0410964

BOOK 15154 PAGE 363

TAX I.D. NUMBER: 1480-0471-3500 and 1480-0471-3450  
UNDERWRITER: First American Title Insurance Company

**DEED**

THIS DEED, made this June 18th, 2004, by and between **Thomas L. Leighton and Jo Anne Leighton** Grantors, parties of the first part and **Eric Bergendahl**, Grantee, party of the second part

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of **Three Hundred Fifty Thousand and 00/100 (\$350,000.00) DOLLARS**, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Grantors do hereby grant and convey unto said Grantee as **Sole Owner, his/her** personal representative, heirs and assigns, in fee simple, all that lot of ground situate in **Anne Arundel County, Maryland**, and described as follows, that is to say:

BEING all of Lot No. 17, Block S, Section 2, of Loch Haven Beach, as shown on a Plat thereof which was formerly recorded among the Plat Records of Anne Arundel County on July 29, 1946, in Cabinet No. 3 Rod E 9, Plat 8, and now recorded in the aforesaid Land Records in Plat Book No. 19 folio 47.

Tax ID #1480-0471-3500

BEING Lot No. 18, Block S, Section 2, Loch Haven Neach, as shown on a Plat of Loch Haven Beach made by W.C. Folsom, Surveyor, which Plat is now recorded among the Plat Records of Anne Arundel County in Plat Book 19, folio 47.

Tax ID #1480-0471-3450

BEING the same property as described in a Deed dated March 11, 1963 and recorded among the Land Records in Liber 1640, folio 120.

And BEING the same property as described in a Deed dated November 4, 1967 and recorded among the Land Records in Liber 2127, folio 75.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said described lot of ground and premises to the said Grantee, as Sole Owner, his/her personal representative, heirs and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

TMP FD SURE \$	29.99
RECORDING FEE	28.99
RECORDATION T	2,458.00
TR. TAX COUNTY	3,588.00
TR. TAX STATE	1,758.00
TOTAL	7,740.00
RP# AA13	Rcpt # 26592
RPT# SKB	Blk # 3753
Jul 26, 2004	12:39 PM

RECEIVED FOR TRANSFER  
STATE DEPARTMENT OF  
ASSESSMENTS & TAXATION  
FOR ANNE ARUNDEL COUNTY  
WILLIAM F. SMOUSE

157  
7-28-04

1480-0471-3450  
ACCT. 1480-0471-3500  
ALL LIENS ARE PAID AS  
OF 7/22/04 A.A. COUNTY  
BY: [Signature]

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) RPD 15154, p. 0363, MSA\_CE59\_15498. Date available 06/17/2015. Printed 12/12/2024.

2250  
3500  
1750

Witness the hands and seals of said grantors.

WITNESS:

*[Handwritten signature]*

*[Handwritten signature]* (SEAL)  
Thomas L. Leighton

\_\_\_\_\_

*[Handwritten signature]* (SEAL)  
Jo Anne Leighton

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this June 18th, 2004 before me, the subscriber, a Notary Public of the County and State aforesaid, personally appeared Thomas L. Leighton and Jo Anne Leighton, the above named grantor(s), known to me (or satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument, and acknowledged the foregoing Deed to be her/his/their free act, and in my presence signed and sealed the same.

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



*[Handwritten signature]*  
Notary Public  
My commission expires:

**MY COMMISSION EXPIRES 10-17-2008**

THIS IS TO CERTIFY THE WITHIN INSTRUMENT  
HAS BEEN PREPARED BY THE UNDERSIGNED  
ATTORNEY  
*[Handwritten signature]*  
Patricia Cleary, Esquire

TRANSFEROR AFFIDAVIT AND CERTIFICATION AS TO "TOTAL PAYMENT"

Each of the undersigned hereby affirms under the penalties of perjury that the foregoing is true and correct to the best of their information, knowledge and belief.

- 1. This affidavit is made in accordance with Section 10-912(b)(2) of the Tax-General Article of the Annotated Code of Maryland.
2. The undersigned is/are the transferors(s) of the real property described in an accompanying deed and related closing documents.
3. The undersigned have examined the settlement statement prepared in connection with the transfer of property, including both the gross amounts due and the listing of expenses and adjustments which result in a reduction in the net proceeds due.
4. The undersigned understands that, for purposes of the tax withholding law, the calculation of a "total payment" is determined as follows:
a. Total payment includes the fair market value of any property transferred as part of the sale;
b. Only expenses arising out of this sale or exchange of the property have been deducted from the gross proceeds to arrive at the total payment figure.
c. Debts incurred in the contemplation of sale (i.e. debts secured by the property that were incurred within 120 days of the sale, including loan funds received from financing or refinancing, as well as advances received on new or existing lines of credit) were not deducted from the gross proceeds in calculating the total payment;
5. The undersigned declares that the amount of "total payment" for the purpose of the above cited statute is \$ 328,821.55.

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) RPD 15154, p. 0365, MSA\_CE59\_15498. Date available 06/17/2015. Printed 12/12/2024.

Thomas L. Leighton 6-18-04
Date

Owner Date

Jeanne Leighton 6-18-04
Date

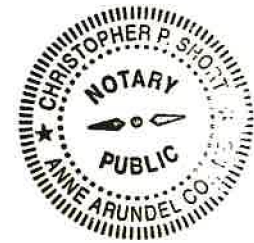
Owner Date

State of Maryland
County of Anne Arundel

Subscribed to and sworn before me on June 18th, 2004

Notary Public
My commission expires:

COMMISSION EXPIRES 10-17-2008





**TRANSFEROR AFFIDAVIT AND CERTIFICATION OF RESIDENCE OR PRINCIPAL RESIDENCE**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of Section 10-912 of Maryland's Tax General Article. Section 10-912 states that certain tax payments must be withheld when a deed or other instrument that affects a change in the ownership of real property is recorded. The requirements of 10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. TRANSFEROR INFORMATION	
Name of Transferor Thomas L. Leighton	

2. REASON FOR EXEMPTION	
RESIDENT STATUS	<input type="radio"/> I, transferor, am a resident of the State of Maryland. <input type="radio"/> Transferor is a resident entity under Section 10-912(A)(4) of Maryland's Tax General Article, I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.
PRINCIPAL RESIDENCE	<input checked="" type="checkbox"/> Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC Section 121.

**Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.**

3. INDIVIDUAL TRANSFERORS	
 Witness	 Thomas L. Leighton

4. ENTITY TRANSFERORS	
Witness/Attest	Name of Entity
	By: _____
	Printed Name _____
	Title _____



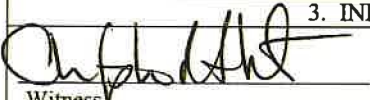
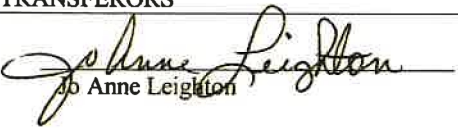
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1. TRANSFEROR INFORMATION	
Name of Transferor Jo Anne Leighton	

2. REASON FOR EXEMPTION	
RESIDENT STATUS	<input type="radio"/> I, transferor, am a resident of the State of Maryland.  <input type="radio"/> Transferor is a resident entity under Section 10-912(A)(4) of Maryland's Tax General Article, I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.
PRINCIPAL RESIDENCE	<input checked="" type="radio"/> Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC Section 121.

**Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.**

3. INDIVIDUAL TRANSFERORS	
 Witness	 Jo Anne Leighton

4. ENTITY TRANSFERORS	
Witness/Attest	Name of Entity
	By: _____
	Printed Name _____
	Title _____

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) RPD 15154, p. 0367, MSA\_CE59\_15498. Date available 06/17/2015. Printed 12/12/2024.

**State of Maryland Land Instrument Intake Sheet**

Baltimore City      County:     **Anne Arundel County**     **BOOK 15154 PAGE 368**  
 Information provided is for the use of the Clerk's Office, State Department of Assessment and Taxation, and County Finance Office ONLY.

(Type or Print in Black Ink Only - All Copies Must Be legible)

<b>1</b>	Type(s) of Instruments	X Check Box if Addendum Intake Form is Attached.						
		1	Deed	Mortgage	Other-	Other		
<b>2</b>	Conveyance Type	2	Improved Sale Arms Length (1)	Unimproved Sale Arms-Length (2)	Multiple Accounts Arms-Length (3)	Not an Arms-Length Sale (9)		
		Tax Exemptions						
<b>3</b>	Cite or explain authority	Recordation						
		State Transfer						
		County Transfer						
<b>4</b>	Consideration and Tax Calculations	Consideration Amount			Finance Office Use Only			
		Purchase Price/Consideration		\$ 350,000.00	Transfer and Recordation Tax Consideration			
		Any New Mortgage		\$280,000.00	Transfer Tax Consideration	\$		
		Balance of Existing Mortgage		\$	X (     ) % =	\$		
		Other:Bal. Of Exist Mort		\$	Less Exemption Amount	-	\$	
		Other:		\$	Total Transfer Tax	=	\$	
		Full Cash Value		\$	Recordation Tax Consideration	\$		
					X (     ) per \$500 =	\$		
			TOTAL DUE	\$				
<b>5</b>	Fees	Amount of Fees		Doc. 1	Doc. 2	Agent:		
		Recording Charge		\$ 20.00	\$20.00			
		Surcharge		\$ 20.00	\$20.00		Tax Bill:	
		State Recordation Tax		\$ 2450	\$		C.B. Credit:	
		State Transfer Tax		\$ 1750	\$		Ag. Tax/Other:	
		County Transfer Tax		\$ 3500	\$			
		Other-Outstanding Water Bill		\$	\$			
		Other - Semiannual Tax Payment		\$	\$			
<b>6</b>	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.	Varlog	
		01	04713500	2127/75	60	22		
		Subdivision Name		Lot 3a	Block 3b	Sect/AR 3c	Plat Ref.	SqFt/Acreage
		Loch Haven Beach		17	S	2	19/47	
		Location/Address of Property Being Conveyed (2)						
		3538 Oak Drive, Edgewater, Maryland 21037						
		Other Property Identifiers (if applicable)					Water Meter Account No.	
		Residential		X Or Non-Residential		Fee Simple	X Or Ground Rent	
		Partial Conveyance		Yes	X No	Description/Amt. Of SqFt/Acreage Transferred:		
		If Partial Conveyance, List Improvements Conveyed:						
		<b>7</b>	Transferred From	Doc.1 - Grantor(s) Name(s)			Doc. 2 - Grantor(s) Name(s)	
Thomas L. Leighton				Eric Bergendahl				
Jo Anne Leighton								
<b>8</b>	Transferred To	Doc. 1 - Grantee(s) Name(s)			Doc. 2 - Grantee(s) Name(s)			
		Eric Bergendahl			Steven K. Olson			
		New Owner's (Grantee) Mailing Address						
<b>9</b>	Other Names to be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)			Doc. 2 - Additional Names to be Indexed (Optional)			
					Principal Residential Mortgage, Inc.			
<b>10</b>	Contact/Mail Information	Instrument Submitted By or Contact Person					X Return to Contact Person	
		Name: Dawn Torres		E0410964				
		Firm: Global Title Group, LLC					Hold for Pickup	
		Address: 3158 Braverton Street, Suite 110, Edgewater, MD, 21037					Return Address Provided	
		Phone: (800) 318-7395						
<b>11</b>	Assessment Information	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER						
		X Yes		No Will the property being conveyed be the grantee's principal residence?				
		Yes		x No Does transfer includes personal property? If yes, identify:				
		Yes		x No 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
		Transfer Number:		Date Received:		Deed Reference:		Tran. Process Verification
		Year	20	20	Geo.	Map	Sub	Block
		Land			Zoning	Grid	Plat	Lot
		Building			Use	Parcel	Section	Occ. cd
		Total			Town Cd.	Ex. St.	Ex. Cd.	
Remarks: 11323								

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) RPD 15154, p. 0368, MSA\_CE59\_15498. Date available 06/17/2015. Printed 12/12/2024.

**Addendum**  
**State of Maryland Land Instrument Intake Sheet**  
 Baltimore City     County: Anne Arundel

*The addendum form should be used when one transaction involves more than two instruments. Each instrument should be itemized in accordance with Section No. 1 of the Intake Sheet.*

(Type or Print in Black Ink Only—All Copies Must Be Legible)

5 (Continued) <b>Fees</b>	<b>Amount of Fees</b>				
		<b>Doc. 3</b>	<b>Doc. 4</b>	<b>Doc. 5</b>	<b>Doc. 6</b>
	Recording Charge	\$ 20-	\$	\$	\$
	Surcharge	\$ 20-	\$	\$	\$
	State Recordation Tax	\$	\$	\$	\$
	State Transfer Tax	\$	\$	\$	\$
	County Transfer Tax	\$	\$	\$	\$
	Other	\$	\$	\$	\$
7 (Continued) <b>Transferred From</b>	<b>Doc. 3 - Grantor(s) Name(s)</b>		<b>Doc. 4 - Grantor(s) Name(s)</b>		
	Eric Bergendahl				
	<b>Doc. 5 - Grantor(s) Name(s)</b>		<b>Doc. 6 - Grantor(s) Name(s)</b>		
	<b>Doc. 3 - Owner(s) of Record, if Different from Grantor(s)</b>		<b>Doc. 4 - Owner(s) of Record, if Different from Grantor(s)</b>		
	<b>Doc. 5 - Owner(s) of Record, if Different from Grantor(s)</b>		<b>Doc. 6 - Owner(s) of Record, if Different from Grantor(s)</b>		
8 (Continued) <b>Transferred To</b>	<b>Doc. 3 - Grantee(s) Name(s)</b>		<b>Doc. 4 - Grantee(s) Name(s)</b>		
	Maureen Chrissinger				
	<b>Doc. 5 - Grantee(s) Name(s)</b>		<b>Doc. 6 - Grantee(s) Name(s)</b>		
9 (Continued) <b>Other Names to be Indexed</b>	<b>Doc. 3 - Additional Names to be Indexed (Optional)</b>		<b>Doc. 4 - Additional Names to be Indexed (Optional)</b>		
	Wells Fargo Bank, N.A.				
	<b>Doc. 5 - Additional Names to be Indexed (Optional)</b>		<b>Doc. 6 - Additional Names to be Indexed (Optional)</b>		
<b>Special Instructions</b>	<b>Special Recording Instructions (if any)</b>				

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) RPD 15154, p. 0369, MSA\_CE59\_15498, Date available 06/17/2015. Printed 12/12/2024.



(mailto:ov2n4zlv@incoming.intercom.io)

## Leads for John Krause Construction

View Call Log

Enter Customer Name

Show All Filters

Show Unread Messages

OFF

Showing 1 - 10 of 2200 results



Dec 12, 2024, 02:07 PM

Anthony Bell

Landscaping · Temple Hills, MD 20748

### Location & Contact

📍 2624 Afton Street  
Temple Hills, Maryland 20748

📞 (301) 653-9032 (tel:3016539032)

✉️ tonybellmetrofit@aol.com (mailto:tonybellmetrofit@aol.com)



Message (<https://office.angi.com/app/inbox/7894829?userId=87059049>)

📄 Request a Review

### Status

New ▾

### Customer Notes

Rake leaves for the last time this year. Trim 3 small hedges. Small front yard (35 x35) and back yard (35 x 50)

### Your Notes

### Add Notes

### Project Details

### When do you need this work done?

Within 2 weeks

### Select what will be included in your landscaping project:

Grass

### Design Preparation

Have an idea of what I want

Forest Planting and Maintenance Agreement  
Department of Natural Resources - Forest Service

This Forest Planting and Maintenance Agreement ("Agreement"), made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_ hereinafter referred to as "Applicant" and the Maryland Department of Natural Resources, hereinafter referred to as "DNR".

Witnesseth:

Whereas, Applicant has elected to engage in a regulated activity as defined by Natural Resources Article 5-1601 et seq., Annotated Code of Maryland, as implemented in COMAR Title 8, Subtitle 19 (Forest Conservation) on certain property located in \_\_\_\_\_ County (herinafter referred to as "Site") and more particularly described as follows:

- Property Owner: \_\_\_\_\_
- Property Address: \_\_\_\_\_
- Deed Reference: \_\_\_\_\_
- Subdivision (if applicable): \_\_\_\_\_
- Lot No. (If applicable): \_\_\_\_\_
- Tax Map: \_\_\_\_\_
- Parcel: \_\_\_\_\_
- Acres: \_\_\_\_\_

Whereas, pursuant to the provisions of COMAR Title 8, Subtitle 19, the Applicant has submitted and the DNR has approved a Final Forest Conservation Plan, FCP # \_\_\_\_\_ (the "Plan"), which is hereby made a part of this Agreement and which provides for the forest retention, reforestation or afforestation required as a condition of approval of Applicant's regulated activity; and

Whereas, Applicant is prepared to plant and thereafter to maintain, manage and monitor for a minimum of two years the required reforestation or afforestation in accordance with the Plan and the terms of this Agreement.

Now, therefore, in consideration of the foregoing promises and the mutual covenants and agreements hereinafter expressed, the parties hereto agree as follows:

1. Applicant Planting and Maintenance.
  - A. Applicant hereby covenants and agrees, at its sole cost and expense, to provide, plant, maintain, manage and monitor the reforestation or afforestation plantings and to preserve the forest conservation areas as required by COMAR Title 8, Subtitle 19 and the Plan in a manner which ensures the protection and satisfactory establishment of the planted material, including reinforcement planting if survival rates fall below the standard set forth in the COMAR 08.19.04.05.C(4). (These obligations of the Applicant are collectively referred to as the "Work".)
  - B. Applicant shall complete the plantings in a timely manner, in accordance with the Plan, and shall monitor and maintain said plantings for a minimum period of two (2) years after the date or certification by Applicant's designated qualified professional, hereinafter identified, that all required afforestation and reforestation plantings have been installed as required, provided that the two (2) year period may be extended at the DNR's discretion in the event replacement plantings are required to ensure the required survival rate.
2. Forest Conservation Area. The area designated for forest retention, reforestation or afforestation (the Forest Retention Area) shall be as designated on the Forest Conservation Easement recorded among the land records of \_\_\_\_\_ County or for projects occurring on federal land, records maintained in the Maryland Forest Service \_\_\_\_\_ Region Office.

3. Professional Services.
  - A. Applicant has retained, at Applicant's expense, the services of \_\_\_\_\_ (hereinafter referred to as "Consultant"), to perform inspections and prepare the inspection reports and Certificate of Completion required under this Agreement. The Applicant has provided to the DNR satisfactory evidence of the Consultant's professional qualification to perform the aforesaid service under State and local laws.
  - B. Applicant has retained, at its sole cost and expense, the service of \_\_\_\_\_ (hereinafter referred to as "Contractor") to perform the "Work" required under this Agreement. The Applicant has provided to the DNR's satisfactory evidence of Contractor's professional qualification to perform the aforesaid services under State and local laws.
4. Commencement of the Work. Applicant agrees that the Work shall not begin until the following has occurred:
  - A. All agreements have been executed and all Plans have been approved by the DNR.
  - B. Notice has been provided of the starting date to the Department of Natural Resources - Forest Service at:

Maryland Department of Natural Resources  
Attention: Forest Conservation Coordinator  
Forest Service  
580 Taylor Ave E-1  
Annapolis, MD 21401  
(410) 260-8511
5. Certificate of Completion. Applicant shall provide the State with a written certification executed by Applicant's Consultant ("Certificate of Completion") when the reforestation and afforestation plantings required by the Plan have been installed and the appropriate protective measures have been put in place for these plantings and for the forest retention areas.
6. Protection and Maintenance. After the issuance of the Certificate of Completion, Applicant shall perform all tasks necessary to maintain and protect the Forest Retention Area for the duration of this Agreement in accordance with COMAR Title 8, Subtitle 19, the Plan, and the terms of this Agreement. The protection and maintenance hereunder shall be as delineated in the Plan and include, but are not limited to:

planting species or approved cultivars native to the physiographic region of the State and compatible with the existing site;

watering, fertilizing, mulching, thinning, replacement of damaged or dead plant materials, controlling competing vegetation, and protecting plants from disease, pests and mechanical injury during the initial planting and throughout the two-year maintenance period as necessary;

providing protective devices such as fencing, retainer walls and interpretive signs as necessary to prevent the destruction or degradation of the planting site.
7. Inspection.
  - A. The Applicant shall cause its Consultant to inspect the Forest Retention Area at the beginning and end of each growing season during the term of this Agreement and shall, within thirty (30) days after each inspection, provide to the DNR an inspection report which identifies particular problems, sets forth the survival rates, and specifies remedial actions necessary to correct existing problems.
  - B. The DNR shall inspect the Forest Retention Area to the extent it deems necessary during the period of the Agreement to ensure that the Work is being performed in accordance with the requirements of this Agreement. Applicant hereby grants to the DNR a right of entry for ingress and egress to, over and through the Forest Retention Area for the purpose of conducting said inspections.
8. Forest Conservation Easement. The Applicant shall execute and deliver a Forest Conservation Easement. Applicant shall execute and deliver said agreement to the DNR concurrently with the execution of this

Agreement for recording among the land records of \_\_\_\_\_ County.  
Protection agreements in the form of Approved Forest Management Plans or Forest Conservation and Management Agreements approved pursuant to Tax Property Article 8-211 or other protective agreements in accordance with COMAR 08.19.05.02D shall be filed with DNR simultaneously with the execution of this Agreement

- 9. Indemnification. Applicant covenants to indemnify and save the DNR harmless from and against any and all claims, actions, damages liability, and expense of any nature, including reasonable attorney's fees and the DNR's cost of defense, in connection with the loss of life, personal injury and/or damage to or loss of property that arises from the performance of the Work or other activity of the Applicant, Applicant's Consultant, contractors, servants, employees, or other agents of the Applicant in, on or about, or impacting on the Forest Retention Area or any easements, open space, park land, or other property dedicated, leased or licensed to or owned or occupied by the State.

If the project is occurring on federal property, the Applicant agrees to promptly consider and adjudicate any and all claims which may arise out of this Agreement resulting from the actions of the Applicant, duly authorized representatives, or contractors of the Applicant, and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. Section 2671 et seq., the Federal Employees Compensation Act, 5 U.S.C. Section 8101 et seq., or such other legal authority as may be pertinent.

10. General Provision:

- A. Applicant agrees to waive all right of appeal as to the issue of the necessity and requirement for the performance of the Work which is the subject of this Agreement.
- B. Any assignment or pledge of this Agreement must be assented to, in writing, by the DNR prior to such assignment or pledge; otherwise, said assignment or pledge shall be invalid.
- C. Failure to comply with the terms of this Agreement, Plan or COMAR 08.19.04.05.C(4) shall subject the Applicant to the penalties provided in Natural Resources Article 5-1601 et seq., Annotated Code of Maryland and COMAR Title 8, Subtitle 19, including but not limited to a penalty of thirty cents (\$0.30) per square foot of area not found to be in compliance, and the right to forfeiture of the posted security.

In witness whereof, the parties have executed this Agreement under their respective hands and seals as of the day and year first above written.

ATTEST:

APPROVED AND AGREED TO:

Applicant

\_\_\_\_\_

\_\_\_\_\_

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Department of Natural Resources -  
Forest Service

\_\_\_\_\_

\_\_\_\_\_

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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: February 4, 2025

Tax Map #	Parcel #	Block #	Lot #	Section
60	22	04	17	
60	22	04	18	

**FOR RESUBMITTAL ONLY**

Corrections   
Redesign   
No Change   
Non-Critical Area

\*Complete Only Page 1  
General Project Information

Tax ID: 1480-0471-3500 1480-0471-3450

Project Name (site name, subdivision name, or other) Eric Bergendahl

Project location/Address 3538 Oak Drive

City Edgewater Zip 21037

Local case number

Applicant: Last name Bergendahl First name Eric

Company

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

Building Permit	<input type="checkbox"/>	Variance	<input checked="" 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 AACo Zoning Administration Section First name

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

Fax # Hearing date TBD

**SPECIFIC PROJECT INFORMATION**

Describe Proposed use of project site:

Two story addition to a single family dwelling
--

Intra-Family Transfer <input type="checkbox"/> Grandfathered Lot <input type="checkbox"/>	Growth Allocation <input type="checkbox"/> Buffer Exemption Area <input type="checkbox"/>
--	--

**Project Type (check all that apply)**

Commercial <input type="checkbox"/> Consistency Report <input type="checkbox"/> Industrial <input type="checkbox"/> Institutional <input type="checkbox"/> Mixed Use <input type="checkbox"/> Other <input type="checkbox"/>	Recreational <input type="checkbox"/> Redevelopment <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Shore Erosion Control <input type="checkbox"/> Water-Dependent Facility <input type="checkbox"/>
---	---

**SITE INVENTORY (Enter acres or square feet)**

	Acres	Sq Ft
IDA Area		
LDA Area		17,800
RCA Area		
Total Area		

Total Disturbed Area 

	Acres
3,220	Sq Ft

  
 1020 Sq Ft addition with 10' surrounding area for construction.  
 # of Lots Created

	Acres	Sq Ft		Acres	Sq Ft
Existing Forest/Woodland/Trees		2,000	Existing Lot Coverage		4275
Created Forest/Woodland/Trees		800	New Lot Coverage		1020
Removed Forest/Woodland/Trees		800	Removed Lot Coverage		-----
			Total Lot Coverage		5295

**VARIANCE INFORMATION (Check all that apply)**

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

<p><u>Variance Type</u></p> Buffer <input type="checkbox"/> Forest Clearing <input type="checkbox"/> HPA Impact <input type="checkbox"/> Lot Coverage <input type="checkbox"/> Expanded Buffer <input type="checkbox"/> Nontidal Wetlands <input type="checkbox"/> Setback <input type="checkbox"/> Steep Slopes <input type="checkbox"/> Other <input type="checkbox"/>	<p><u>Structure</u></p> Acc. Structure Addition <input type="checkbox"/> Barn <input type="checkbox"/> Deck <input type="checkbox"/> Dwelling <input type="checkbox"/> Dwelling Addition <input checked="" type="checkbox"/> Garage <input type="checkbox"/> Gazebo <input type="checkbox"/> Patio <input type="checkbox"/> Pool <input type="checkbox"/> Shed <input type="checkbox"/> Other <input type="checkbox"/>
--	--

CRITICAL AREA REPORT WORKSHEET TO ACCOMPANY THE SITE PLAN

Permit Number B02430609

Total Site Area 17,800 Square Feet (1 Acre = 43,560 Square Feet)

Total Wooded Area 2,000 Square Feet- 'Wooded' MEANS A BIOLOGICAL COMMUNITY DOMINATED BY TREES AND OTHER WOODY PLANTS (SHRUBS AND UNDERGROWTH), INCLUDING FORESTS THAT HAVE BEEN CUT BUT NOT CLEARED.

\* Please Indicate Square Footage of Woodland Removed for the following:

- 1. House \_\_\_\_\_ Sq. Ft. 5. Accessory Structure \_\_\_\_\_ Sq. Ft.
2. Septic or sewer \_\_\_\_\_ Sq. Ft. 6. Additions 800 Sq. Ft.
3. Well \_\_\_\_\_ Sq. Ft. 7. Storm Water Management \_\_\_\_\_ Sq. Ft.
4. Driveway \_\_\_\_\_ Sq. Ft. 8. Other Clearing: work area; access; stockpiles, etc. \_\_\_\_\_ Sq. Ft.

\* Total Woodland Removed = 800 Sq. Ft.

'Impervious Coverage' IS ANY SURFACE THAT WILL NOT ABSORB LIQUID. THIS INCLUDES ROOFS, SIDEWALKS, DRIVEWAYS, AND ANY TYPE OF PAVEMENT. COMPACTED GRAVAEL IS CONSIDERED AN IMPERVIOUS SURFACE.

\* Please Indicate Square Footage of Impervious Coverage for the following:

- Existing Impervious Proposed Impervious
1. House (roof area) 1851 Sq. Ft. 1. House (roof area) \_\_\_\_\_ Sq. Ft.
2. Driveway + Sidewalks 750 Sq. Ft. 2. Driveway + Sidewalks \_\_\_\_\_ Sq. Ft.
3. Accessory Structures 1674 Sq. Ft. 3. Accessory Structures \_\_\_\_\_ Sq. Ft.
4. Additions 1,020 Sq. Ft.

\* Total Existing and Proposed Impervious Coverage 5,295 Sq. Ft.

© PLEASE INCLUDE ALL EXISTING AND PROPOSED SQUARE FOOTAGE.

I Eric Bergendahl (property owner), (property owner and contract purchaser, if applicable) hereby certify that the above critical area worksheet is true and correct based upon personal knowledge. I further declare that a copy of the foregoing document will be transferred to any purchaser of this property from me (or corporation, if applicable) at the time of settlement. I hereby understand that these computations shall be a binding part of issuance of a building permit for lot # 17 & 18, block # S Section 2 of Subdivision Loch Haven Beach.

I 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 restrictions declared on said plat.

\_\_\_\_\_  
(Signature) 2/5/25 (Date)

Owner - John Krause Construction (Title)

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Date)

\_\_\_\_\_  
(Title)

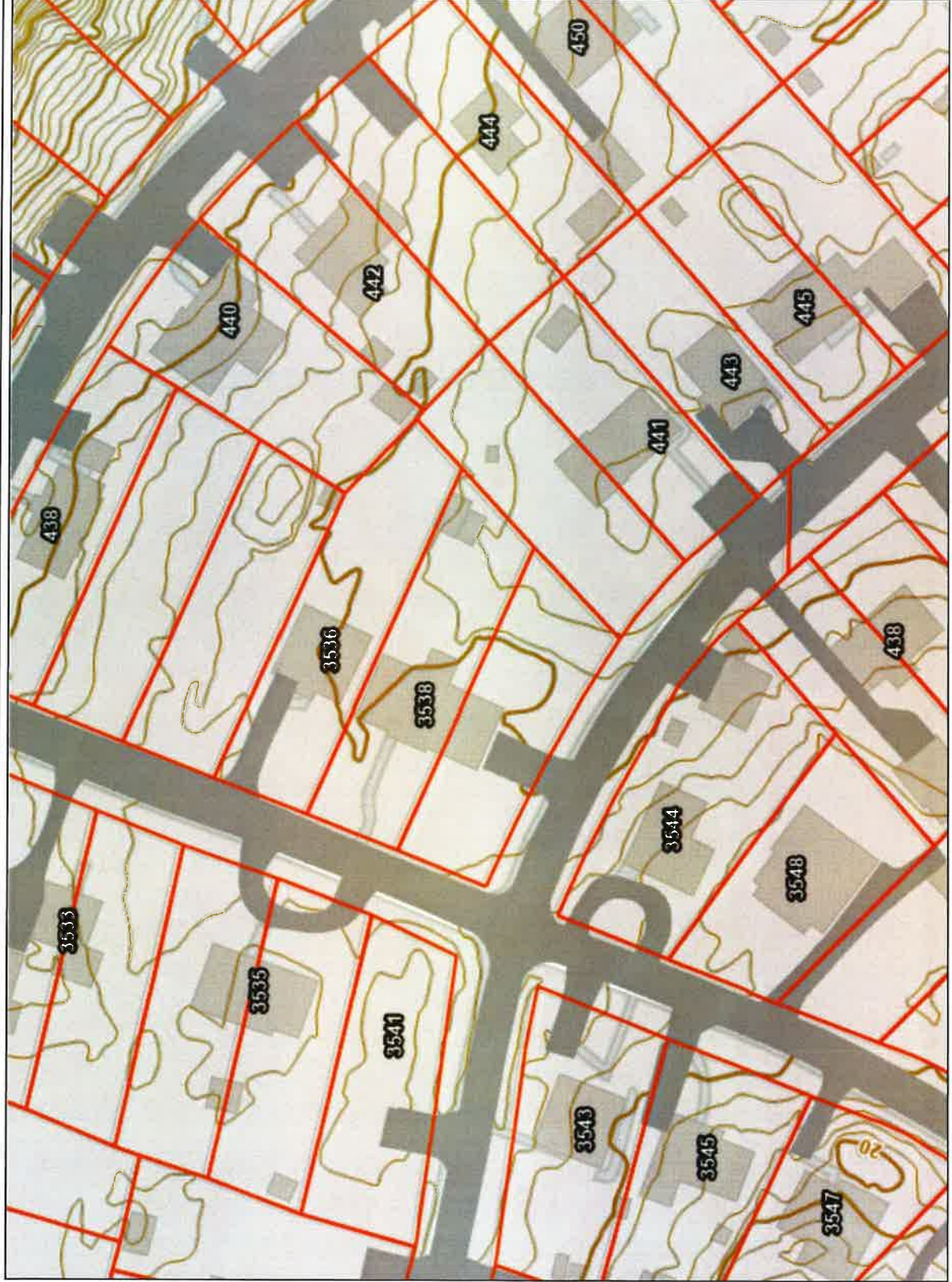
## CRITICAL AREA REPORT NARRATIVE – VARIANCE APPLICATION

Eric Bergendahl  
3538 Oak Drive  
Edgewater, MD 21037  
Lot 17 & 18, Block S, Section Two Loch Haven Beach  
BP #B02430609

- The subject property is improved with a one-story single family residential dwelling and other residential improvements. The applicant is proposing a two-story addition to the dwelling.
- The property has an evergreen tree and a few shrubs in the front yard and a black gum tree and a small evergreen tree in the rear yard. The subject property has a total of approximately 2,000 square feet of tree and shrub canopy coverage. One tree located in the front yard with a canopy of approximately 800 square feet will be removed in order to construct the proposed addition. Upon completion of the proposed addition the applicant plans to replace the tree with another tree that is an approved native species tree.
- In order to minimize the impacts of the proposed construction on the environment and on water quality, the applicant will utilize proper stormwater management practices. Silt fences will be utilized to address sediment control and prevent stormwater runoff during construction.
- The subject property contains 4,275 square feet of impervious coverage. The proposed dwelling addition equals 1,300 square feet; however, 280 square feet of the proposed addition is proposed to be constructed over existing impervious surfaces. Therefore, the total impervious coverage after construction of the proposed addition will be **5,295 square feet**.



# 3538 Oak Drive topographic map



**Legend**

- Foundation
- Addressing
- Parcels
- Structure
- County Structure
- Elevation
- Topo 2023
- Index
- Intermediate

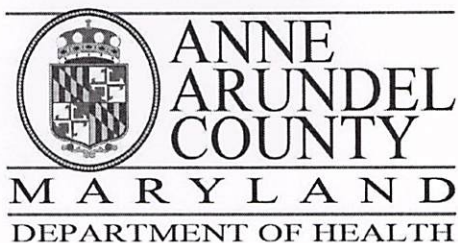
This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Esri Community Maps Contributors,  
 County of Anne Arundel, VGIN, ©  
 OpenStreetMap, Microsoft, Esri,  
 TomTom, Garmin, SafeGraph,  
 GeoTechnologies, Inc, METI/NASA.

Notes 1" = 100'



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 *BC*

DATE: February 12, 2025

RE: Eric Bergendahl  
3538 Oak Drive  
Edgewater, MD 21037

NUMBER: 2024-0229-V

SUBJECT: Variance/Special Exception/Rezoning

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

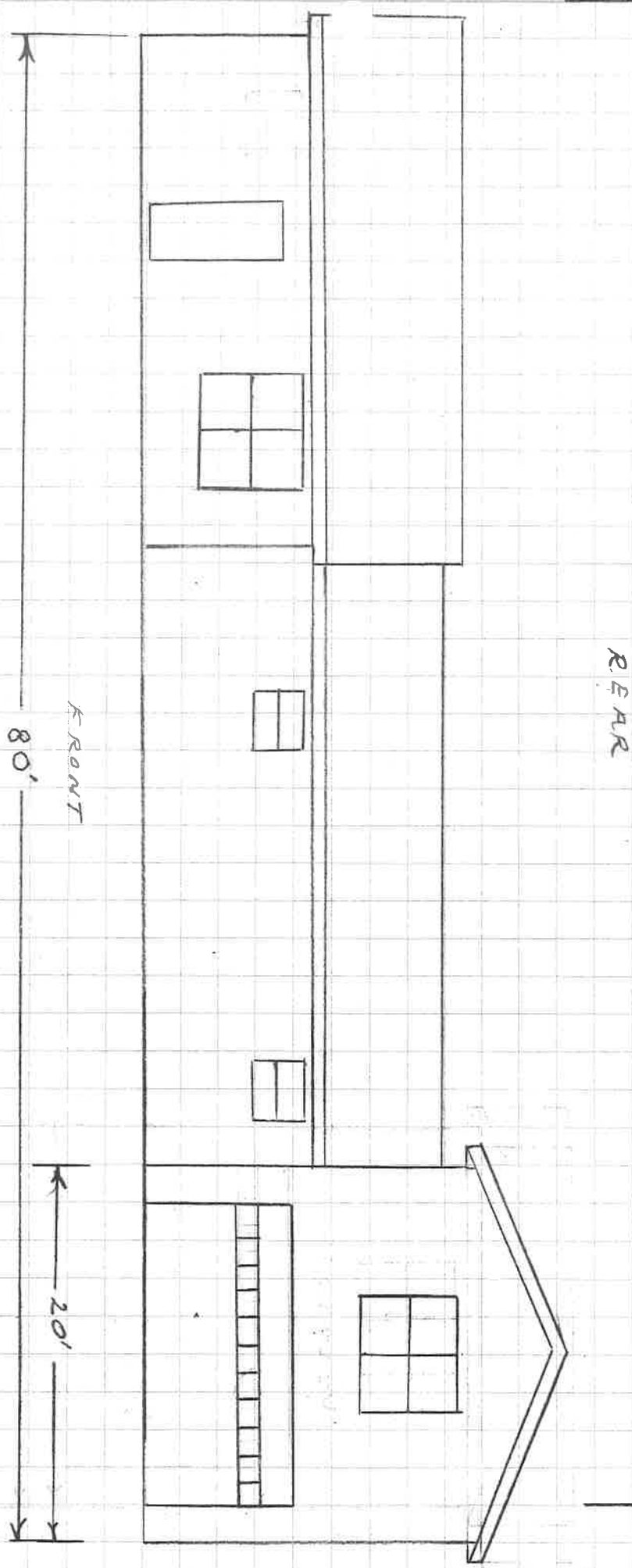
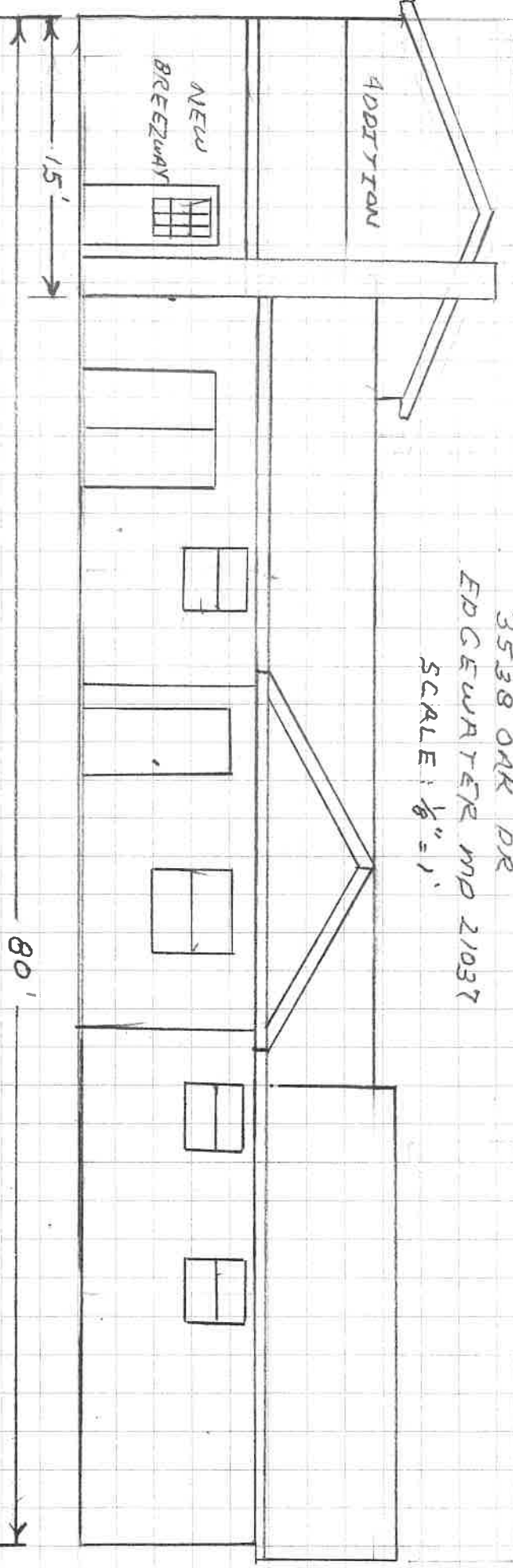
The Health Department has reviewed the well water supply system for the above referenced property. The Health Department has determined that the proposed request does not adversely affect the well water supply system. The Health Department has no objection to the above referenced request.

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

cc: Sterling Seay

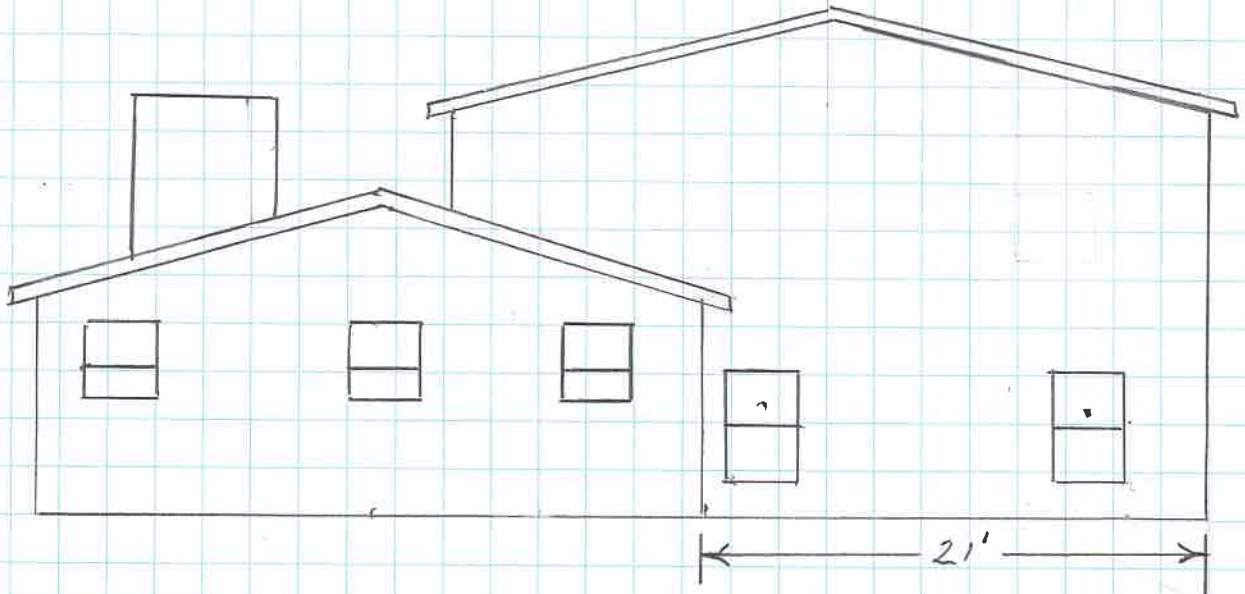


PAMARA BECKMAN  
3538 OAK DR  
EDGEWATER MD 21037  
SCALE: 1/8" = 1'

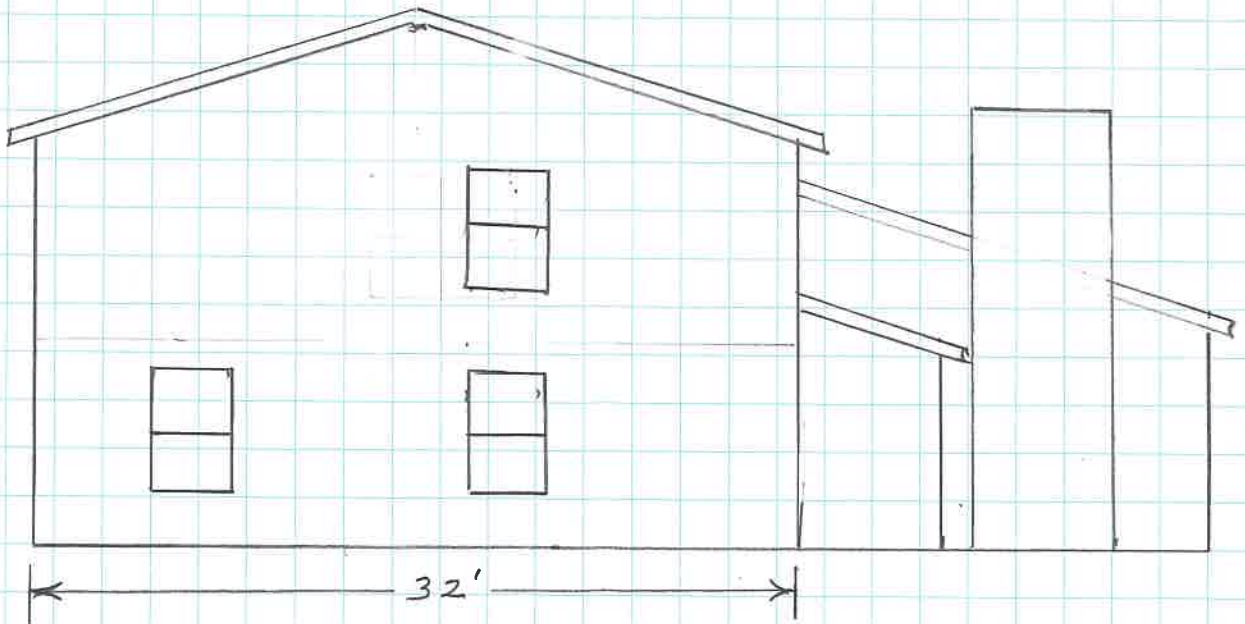


PAMALA BERGANDAKL  
3538 OAK DR  
EDGEWATE MD 21037

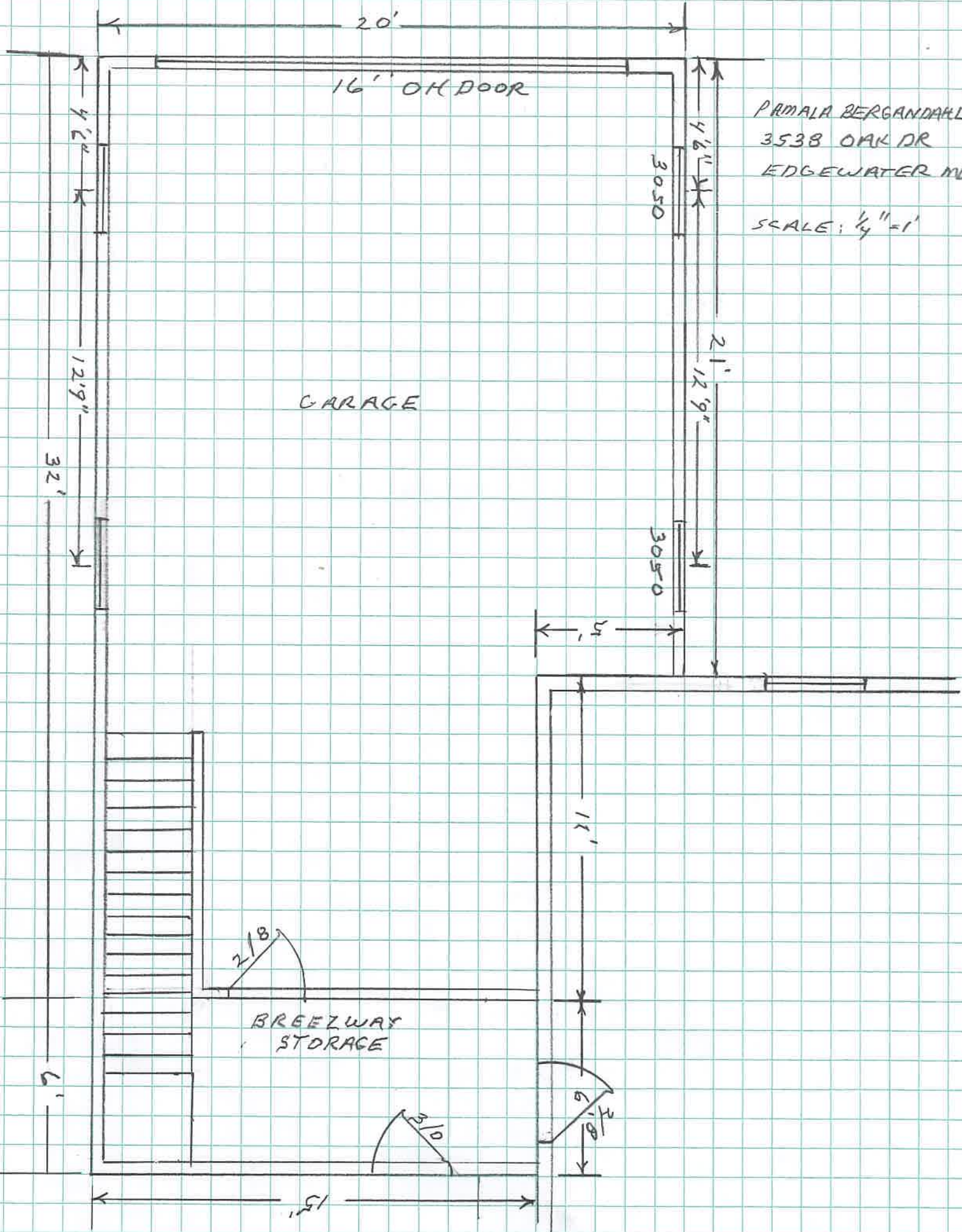
SCALE:  $\frac{1}{8}'' = 1'$



LEFT SIDE



RIGHT SIDE

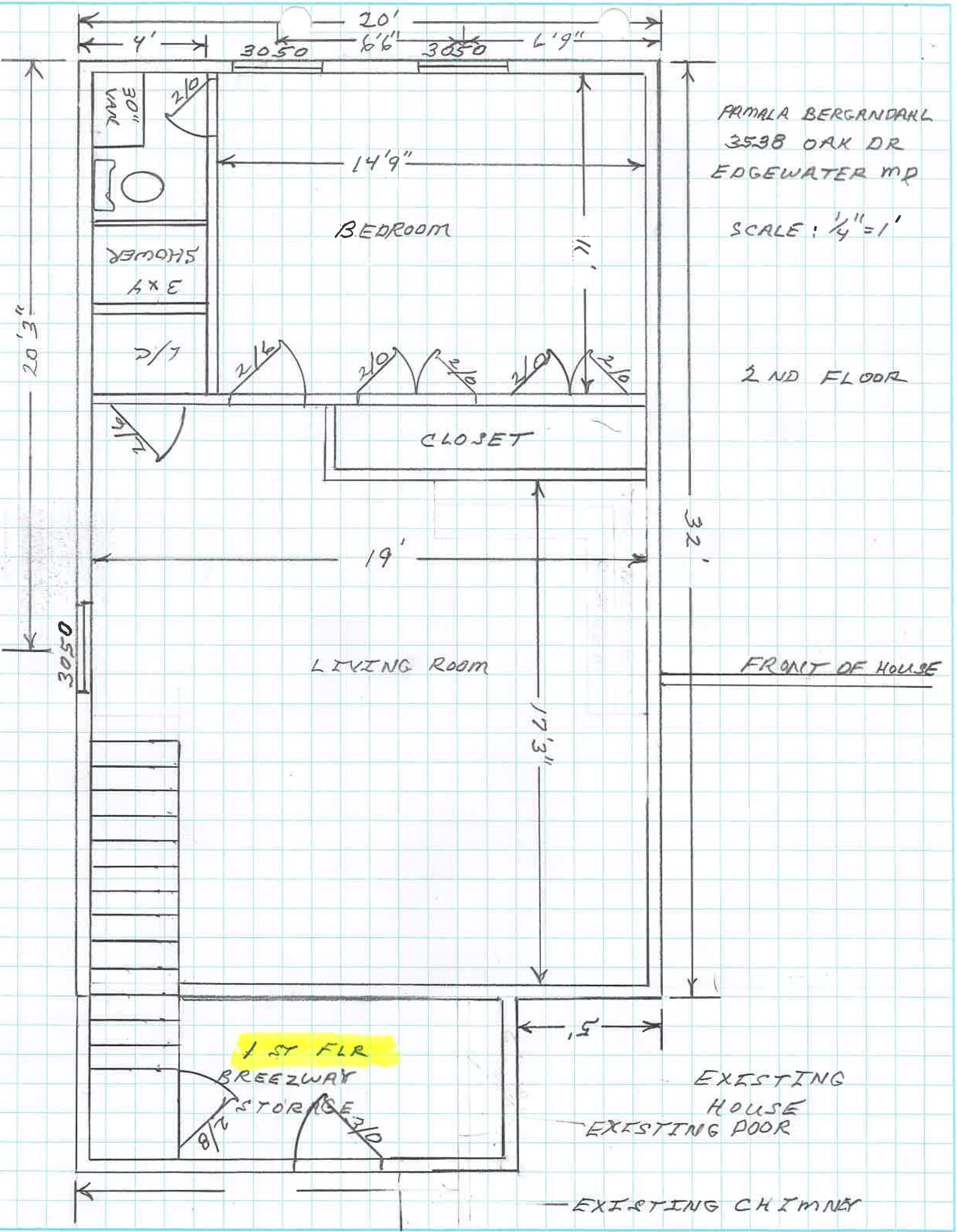


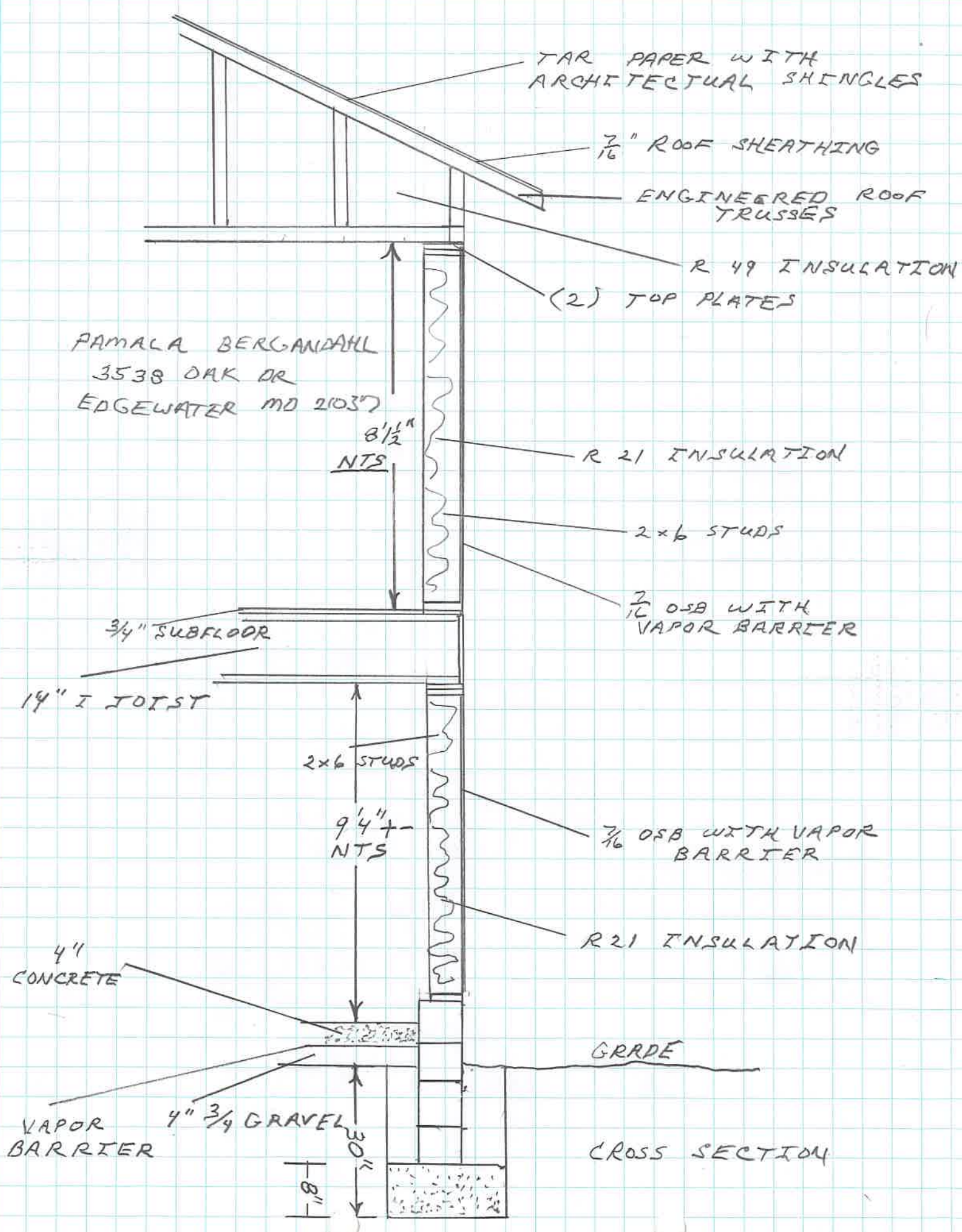
PRMALA BERGANDAH  
 3538 OAK DR  
 EDGEWATER MD  
 SCALE: 1/4" = 1'

GARAGE

BREEZWAY STORAGE

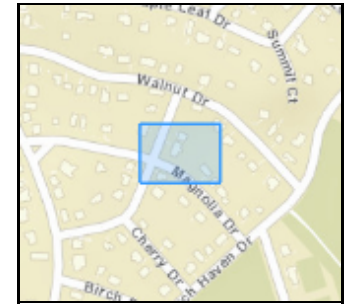








# Map Title



## Legend

### Foundation

#### Addressing



#### Parcels



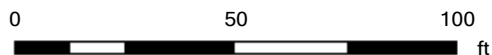
#### Parcels - Annapolis City



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none

## Notes



THIS MAP IS NOT TO BE USED FOR NAVIGATION