24-0859 JL



PETITION FOR ZONING HEARING(S)

To be filed with the Department of Permits, Approvals and Inspections

To the Office of Administrative Law of Baltimore County for the property located at:

	which is presently zoned RC2
Deed References: 38921 1/51	10 Digit Tax Account # 2 5 0 0 0 0 4 7 9 8
Property Owner(s) Printed Name(s) F. WHITE	TINGTON FOSTER, NATHANIEL WHITTINGTON
(SELECT THE HEARING(S) BY MARKING X AT THE APPROP	PRIATE SELECTION AND PRINT OR TYPE THE PETITION REQUEST)
	Baltimore County and which is described in the description
and plan attached hereto and made	de a part hereof, hereby petition for:
1. X a Special Hearing under Section 500.7 of the Zonin	ng Regulations of Baltimore County, to determine whether
or not the Zoning Commissioner should approve	,,
SEE ATTACHED	PAGE
a Special Exception under the Zoning Regulations	of Baltimore County to use the herein described property for
3a Variance from Section(s)	
a variance non section(s)	
of the zoning regulations of Baltimore County, to the	zoning law of Baltimore County, for the following reasons:
(Indicate below your hardship or practical difficulty of	or indicate below "TO BE PRESENTED AT HEARING". H
you need additional space, you may add an attachme	ent to this petition)
TO BE PRESENTED AT	11540111
10 DE PRESENTED AT	THE HEARING
Property is to be posted and advertised as prescribed by the zoning regula	ations.
or we, agree to pay expenses of above petition(s), advertising, posting, e	etc. and further agree to and are to be bounded by the zoning regulations
or we, agree to pay expenses of above petition(s), advertising, posting, end restrictions of Baltimore County adopted pursuant to the zoning law for	etc. and further agree to and are to be bounded by the zoning regulations or Baltimore County.
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Zoning Hearing Petitions Being Requested

Case	#	

Special Hearing to permit the non-density transfer of a 27.6 acre +_ parcel of land from a 245.982 acre property (parcel 400) owned by F. Whittington Foster, Nathaniel Whittington Foster and Louise C. Foster to an adjoining 158.299 acre property (parcel 402) owned by The Annieluda Land Company, LLC.

Both properties are zoned RC 2 and in a conservation easement. No density exists on either property, therefore the proposed non-density transfer will not affect the density on either.



Zoning Description

Bonita Avenue- 245.982 Acres
Fourth Election District Third Councilmanic District
Baltimore County, Maryland

Beginning at a point on the southwest side of Bonita Avenue, 1,437 feet, more or less, southwesterly from the centerline of Worthington Avenue, thence leaving Bonita Avenue and running on the outlines of the property, the following courses and distances, viz.

- 1) South 72 degrees 31 minutes 44 seconds East 166.87 feet
- 2) South 16 degrees 53 minutes 55 seconds West 1929.99 feet
- 3) South 63 degrees 35 minutes 13 seconds West 2047.40 feet
- 4) South 87 degrees 02 minutes 00 seconds West 69.70 feet
- 5) South 16 degrees 18 minutes 00 seconds West 109.10 feet
- 6) South 05 degrees 42 minutes 00 seconds West 91.40 feet
- 7) South 49 degrees 31 minutes 00 seconds West 114.59 feet
- 8) South 29 degrees 32 minutes 00 seconds West 106.22 feet
- 9) South 29 degrees 32 minutes 00 seconds West 89.89 feet
- 10) South 15 degrees 03 minutes 50 seconds East 61.69 feet
- 11) South 28 degrees 47 minutes 22 seconds West 102.48 feet
- 12) South 11 degrees 11 minutes 46 seconds West 67.20 feet
- 13) South 06 degrees 03 minutes 05 seconds West 134.16 feet
- 14) South 36 degrees 58 minutes 46 seconds West 88.52 feet
- 15) South 18 degrees 31 minutes 46 seconds West 77.35 feet
- 16) South 56 degrees 31 minutes 17 seconds East 945.06 feet to a point in or near Garrison Forest Road, thence running in Garrison Forest Road, the following courses and distances, viz.
 - 17) South 39 degrees 00 minutes 35 seconds West 203.38 feet
 - 18) North 81 degrees 51 minutes 30 seconds West 14.24 feet
 - 19) South 24 degrees 44 minutes 00 seconds West 85.60 feet
 - 20) South 21 degrees 47 minutes 13 seconds West 64.76 feet
 - 21) South 19 degrees 01 minute 40 seconds West 100.02 feet
 - 22) South 18 degrees 46 minutes 00 seconds West 50.05 feet
 - 23) South 22 degrees 38 minutes 00 seconds West 50.00 feet
 - 24) South 25 degrees 52 minutes 52 seconds West 40.20 feet
 - 25) South 36 degrees 34 minutes 52 seconds West 75.00 feet
 - 26) South 45 degrees 03 minutes 52 seconds West 100.00 feet
 - 27) South 48 degrees 31 minutes 52 seconds West 188.40 feet and

- 28) South 48 degrees 20 minutes 52 seconds West 122.29 feet, thence leaving Garrison Forest Road and continuing to run on the outlines
- 29) North 71 degrees 52 minutes 08 seconds West 3259.75 feet to a point in Bonita Avenue, thence running in or near Bonita Avenue
- 30) North 17 degrees 19 minutes 23 seconds East 557.57 feet, thence leaving Bonita Avenue and continuing to run on the outlines
 - 31) North 72 degrees 50 minutes 13 seconds West 1273.06 feet
 - 32) North 19 degrees 06 minutes 29 seconds East 979.27 feet
 - 33) South 54 degrees 07 minutes 50 seconds East 359.36 feet
 - 34) North 70 degrees 38 minutes 38 seconds East 112.00 feet
 - 35) South 36 degrees 30 minutes 22 seconds East 45.00 feet
 - 36) North 44 degrees 50 minutes 38 seconds East 210.00 feet
 - 37) North 64 degrees 06 minutes 38 seconds East 144.97 feet
 - 38) North 33 degrees 11 minutes 35 seconds East 163.02 feet
- 39) South 71 degrees 23 minutes 04 seconds East 59.25 feet to a point in Bonita Avenue, thence running in Bonita Avenue, the following courses and distances, viz.
 - 40) North 13 degrees 06 minutes 26 seconds East 299.14 feet
- 41) Line curving to the left with a radius of 235.00 feet and an arc distance of 190.47 and a chord North 10 degrees 13 minutes 56 seconds West 185.30 feet
 - 42) North 33 degrees 27 minutes 04 seconds West 77.46 feet
- 43) Line curving to the right with a radius of 200.00 feet and an arc distance of 289.95 feet and a chord North 08 degrees 04 minutes 55 seconds East 265.22 feet
 - 44) North 48 degrees 48 minutes 34 seconds East 281.53 feet
 - 45) North 55 degrees 03 minutes 34 seconds East 300.00 feet
 - 46) North 60 degrees 03 minutes 34 seconds East 174.17 feet
 - 47) North 54 degrees 30 minutes 29 seconds East 144.45 feet
 - 48) North 17 degrees 53 minutes 48 seconds East 698.13 feet
 - 49) North 17 degrees 18 minutes 22 seconds East 507.80 feet and
- 50) South 72 degrees 31 minutes 44 seconds East 813.82 feet to the point of beginning.

Containing 277.627 acres of land, more or less

Saving and excepting the following parcel of land.

- 1) South 88 degrees 16 minutes 36 seconds East 206.32 feet
- 2) South 49 degrees 49 minutes 11 seconds East 170.47 feet
- 3) South 56 degrees 51 minutes 11 seconds East 265.86 feet
- 4) South 60 degrees 12 minutes 11 seconds East 112.98 feet
- 5) South 72 degrees 17 minutes 11 seconds East 93.33 feet
- 6) South 58 degrees 53 minutes 11 seconds East 139.61 feet
- 7) North 00 degrees 01 minute 11 seconds West 444.62 feet
- 8) North 89 degrees 58 minutes 49 seconds East 1430.00 feet
- 9) South 00 degrees 01 minute 11 seconds East 842.00 feet
- 10) South 89 degrees 26 minutes 49 seconds West 1202.00 feet
- 11) North 34 degrees 12 minutes 11 seconds West 250.00 feet
- 12) South 89 degrees 03 minutes 49 seconds West 88.00 feet
- 13) North 79 degrees 47 minutes 11 seconds West 80.00 feet
- 14) North 58 degrees 53 minutes 11 seconds West 153.00 feet
- 15) North 72 degrees 17 minutes 11 seconds West 91.00 feet

- 16) North 60 degrees 12 minutes 11 seconds West 140.00 feet
- 17) North 56 degrees 51 minutes 11 seconds West 284.00 feet
- 18) North 49 degrees 49 minutes 11 seconds West 113.00 feet
- 19) North 88 degree 16 minutes 36 seconds West 119.75 feet and
- 20) North 03 degrees 04 minutes 52 seconds West 100.35 feet

Containing 31.645 acre of land, more or less.

In all containing 245.982 acres of land, more or less.

This description is part of a zoning hearing petition and is not intended for any conveyance purposes.



DEPARTMENT OF PERMITS, APPROVALS AND INSPECTIONS ZONING REVIEW OFFICE

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

The <u>Baltimore County Zoning Regulations</u> (BCZR) require that notice be given to the general public/neighboring property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property (responsibility of the legal owner/petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least fifteen (15) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the legal owner/petitioner is responsible for the costs associated with these requirements. The newspaper will bill the person listed below for the advertising. This advertising is due upon receipt and should be remitted directly to the newspaper.

OPINIONS MAY NOT BE ISSUED UNTIL ALL ADVERTISING COSTS ARE PAID.

For Newspaper Advertising:
Case Number: 224.0207.5PH
Property Address: Bowing Avenue
Property Description: 27.6 ACRE PARCEL - SOUTH SIDE OF BONTER AUG
1437' t WEST OF WORTHINGTON AVENUE
Legal Owners (Petitioners): F. WHITTING TON FOSTER et a)
Contract Purchaser/Lessee: THE ANNIELUDA LAND COMPANY LLC
PLEASE FORWARD ADVERTISING BILL TO:
Name: Bavos E. Doak
Company/Firm (if applicable): BRUCE E. DOAK CONSULTING UL
Address: 3801 BAKER SCHOOLHOUSE ROAD
FREE 440 MD 21053
Telephone Number: 410-419-4906
- The property of the party of

Real Property Data Search ()

Search Result for BALTIMORE COUNTY View Map

View GroundRent Redemption

View GroundRent Registration

Special Tax Recapture: AGRICULTURAL TRANSFER TAX

Account Identifier:

District - 04 Account Number - 2500004798

Owner Information

FOSTER NATHANIEL WHITTINGTON ET ALPrincipal Residence:NO

Owner Name:

FOSTER F WHITTINGTON

AGRICULTURAL

Mailing Address:

12501 BONITA AVE

/38921/00151

REISTERSTOWN MD 21136-3844

Deed Reference:

Location & Structure Information

Premises Address:

12627 BONITA AVE

Legal Description: 245.982AC

REISTERSOWN 21136-

ES BONITA AVE 1500FT S WORTHINGTON AVE

Map: Grid: Parcel: Neighborhood:

Subdivision:

Section: Block: Lot: Assessment Year:

2025

Plat No:

0049 0009 0400

4020022.04

0000

Plat Ref:

Town: None

Finished Basement Area

Property Land Area

County Use

Above Grade Living Area

5,613 SF

Exterior Quality Full/Half Bath Garage Last Notice of Major Improvements

245.9800 AC

Stories Basement Type YES STANDARD UNIT

Primary Structure Built

SIDING/ 3

Value Information

	Base Value	Value	Phase-in Assess	sments
		As of 01/01/2022	As of 07/01/2024	As of 07/01/2025
Land:	202,400	202,400		
Improvements	307,600	307,600		
Total:	510,000	510,000	510,000	
Preferential Land:	49 400			

Transfer Information

Seller: FOSTER F WHITTINGTON
Type: NON-ARMS LENGTH OTHER
Seller: UPPER MELINDA LIMITED PARTNERSI
Tune, NON ADMO LENGTH OTHER

Date: 05/03/2017 Deed1: /38921/ 00151 Price: \$0 Deed2:

Type: NON-ARMS LENGTH OTHER

HIP Date: 09/11/2008 Deed1: /27319/ 00037 Price: \$0 Deed2:

Seller: Type:

Date: Deed1:

Price: Deed2:

Exemption Information

Partial Exempt Asse	essments:Class	
County:	000	
State:	000	
Municipal:	000	

07/01/2024 0.00 0.00 0.00

07/01/2025

0.00

Special Tax Recapture: AGRICULTURAL TRANSFER TAX

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application

24-0859 JL



PETITION FOR ZONING HEARING(S)

To be filed with the Department of Permits, Approvals and Inspections

To the Office of Administrative Law of Baltimore County for the property located at:

	which is presently zoned RC2
Deed References: 38921 1/51	10 Digit Tax Account # 2 5 0 0 0 0 4 7 9 8
Property Owner(s) Printed Name(s) F. WHITE	TINGTON FOSTER, NATHANIEL WHITTINGTON
(SELECT THE HEARING(S) BY MARKING X AT THE APPROP	PRIATE SELECTION AND PRINT OR TYPE THE PETITION REQUEST)
	Baltimore County and which is described in the description
and plan attached hereto and made	de a part hereof, hereby petition for:
1. X a Special Hearing under Section 500.7 of the Zonin	ng Regulations of Baltimore County, to determine whether
or not the Zoning Commissioner should approve	,
SEE ATTACHED	PAGE
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TO BE PRESENTED AT	11540111
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Zoning Hearing Petitions Being Requested

Case	#	

Special Hearing to permit the non-density transfer of a 27.6 acre +_ parcel of land from a 245.982 acre property (parcel 400) owned by F. Whittington Foster, Nathaniel Whittington Foster and Louise C. Foster to an adjoining 158.299 acre property (parcel 402) owned by The Annieluda Land Company, LLC.

Both properties are zoned RC 2 and in a conservation easement. No density exists on either property, therefore the proposed non-density transfer will not affect the density on either.



Zoning Description

Bonita Avenue- 245.982 Acres
Fourth Election District Third Councilmanic District
Baltimore County, Maryland

Beginning at a point on the southwest side of Bonita Avenue, 1,437 feet, more or less, southwesterly from the centerline of Worthington Avenue, thence leaving Bonita Avenue and running on the outlines of the property, the following courses and distances, viz.

- 1) South 72 degrees 31 minutes 44 seconds East 166.87 feet
- 2) South 16 degrees 53 minutes 55 seconds West 1929.99 feet
- 3) South 63 degrees 35 minutes 13 seconds West 2047.40 feet
- 4) South 87 degrees 02 minutes 00 seconds West 69.70 feet
- 5) South 16 degrees 18 minutes 00 seconds West 109.10 feet
- 6) South 05 degrees 42 minutes 00 seconds West 91.40 feet
- 7) South 49 degrees 31 minutes 00 seconds West 114.59 feet
- 8) South 29 degrees 32 minutes 00 seconds West 106.22 feet
- 9) South 29 degrees 32 minutes 00 seconds West 89.89 feet
- 10) South 15 degrees 03 minutes 50 seconds East 61.69 feet
- 11) South 28 degrees 47 minutes 22 seconds West 102.48 feet
- 12) South 11 degrees 11 minutes 46 seconds West 67.20 feet
- 13) South 06 degrees 03 minutes 05 seconds West 134.16 feet
- 14) South 36 degrees 58 minutes 46 seconds West 88.52 feet
- 15) South 18 degrees 31 minutes 46 seconds West 77.35 feet
- 16) South 56 degrees 31 minutes 17 seconds East 945.06 feet to a point in or near Garrison Forest Road, thence running in Garrison Forest Road, the following courses and distances, viz.
 - 17) South 39 degrees 00 minutes 35 seconds West 203.38 feet
 - 18) North 81 degrees 51 minutes 30 seconds West 14.24 feet
 - 19) South 24 degrees 44 minutes 00 seconds West 85.60 feet
 - 20) South 21 degrees 47 minutes 13 seconds West 64.76 feet
 - 21) South 19 degrees 01 minute 40 seconds West 100.02 feet
 - 22) South 18 degrees 46 minutes 00 seconds West 50.05 feet
 - 23) South 22 degrees 38 minutes 00 seconds West 50.00 feet
 - 24) South 25 degrees 52 minutes 52 seconds West 40.20 feet
 - 25) South 36 degrees 34 minutes 52 seconds West 75.00 feet
 - 26) South 45 degrees 03 minutes 52 seconds West 100.00 feet
 - 27) South 48 degrees 31 minutes 52 seconds West 188.40 feet and

- 28) South 48 degrees 20 minutes 52 seconds West 122.29 feet, thence leaving Garrison Forest Road and continuing to run on the outlines
- 29) North 71 degrees 52 minutes 08 seconds West 3259.75 feet to a point in Bonita Avenue, thence running in or near Bonita Avenue
- 30) North 17 degrees 19 minutes 23 seconds East 557.57 feet, thence leaving Bonita Avenue and continuing to run on the outlines
 - 31) North 72 degrees 50 minutes 13 seconds West 1273.06 feet
 - 32) North 19 degrees 06 minutes 29 seconds East 979.27 feet
 - 33) South 54 degrees 07 minutes 50 seconds East 359.36 feet
 - 34) North 70 degrees 38 minutes 38 seconds East 112.00 feet
 - 35) South 36 degrees 30 minutes 22 seconds East 45.00 feet
 - 36) North 44 degrees 50 minutes 38 seconds East 210.00 feet
 - 37) North 64 degrees 06 minutes 38 seconds East 144.97 feet
 - 38) North 33 degrees 11 minutes 35 seconds East 163.02 feet
- 39) South 71 degrees 23 minutes 04 seconds East 59.25 feet to a point in Bonita Avenue, thence running in Bonita Avenue, the following courses and distances, viz.
 - 40) North 13 degrees 06 minutes 26 seconds East 299.14 feet
- 41) Line curving to the left with a radius of 235.00 feet and an arc distance of 190.47 and a chord North 10 degrees 13 minutes 56 seconds West 185.30 feet
 - 42) North 33 degrees 27 minutes 04 seconds West 77.46 feet
- 43) Line curving to the right with a radius of 200.00 feet and an arc distance of 289.95 feet and a chord North 08 degrees 04 minutes 55 seconds East 265.22 feet
 - 44) North 48 degrees 48 minutes 34 seconds East 281.53 feet
 - 45) North 55 degrees 03 minutes 34 seconds East 300.00 feet
 - 46) North 60 degrees 03 minutes 34 seconds East 174.17 feet
 - 47) North 54 degrees 30 minutes 29 seconds East 144.45 feet
 - 48) North 17 degrees 53 minutes 48 seconds East 698.13 feet
 - 49) North 17 degrees 18 minutes 22 seconds East 507.80 feet and
- 50) South 72 degrees 31 minutes 44 seconds East 813.82 feet to the point of beginning.

Containing 277.627 acres of land, more or less

Saving and excepting the following parcel of land.

- 1) South 88 degrees 16 minutes 36 seconds East 206.32 feet
- 2) South 49 degrees 49 minutes 11 seconds East 170.47 feet
- 3) South 56 degrees 51 minutes 11 seconds East 265.86 feet
- 4) South 60 degrees 12 minutes 11 seconds East 112.98 feet
- 5) South 72 degrees 17 minutes 11 seconds East 93.33 feet
- 6) South 58 degrees 53 minutes 11 seconds East 139.61 feet
- 7) North 00 degrees 01 minute 11 seconds West 444.62 feet
- 8) North 89 degrees 58 minutes 49 seconds East 1430.00 feet
- 9) South 00 degrees 01 minute 11 seconds East 842.00 feet
- 10) South 89 degrees 26 minutes 49 seconds West 1202.00 feet
- 11) North 34 degrees 12 minutes 11 seconds West 250.00 feet
- 12) South 89 degrees 03 minutes 49 seconds West 88.00 feet
- 13) North 79 degrees 47 minutes 11 seconds West 80.00 feet
- 14) North 58 degrees 53 minutes 11 seconds West 153.00 feet
- 15) North 72 degrees 17 minutes 11 seconds West 91.00 feet

- 16) North 60 degrees 12 minutes 11 seconds West 140.00 feet
- 17) North 56 degrees 51 minutes 11 seconds West 284.00 feet
- 18) North 49 degrees 49 minutes 11 seconds West 113.00 feet
- 19) North 88 degree 16 minutes 36 seconds West 119.75 feet and
- 20) North 03 degrees 04 minutes 52 seconds West 100.35 feet

Containing 31.645 acre of land, more or less.

In all containing 245.982 acres of land, more or less.

This description is part of a zoning hearing petition and is not intended for any conveyance purposes.





CERTIFICATE OF POSTING

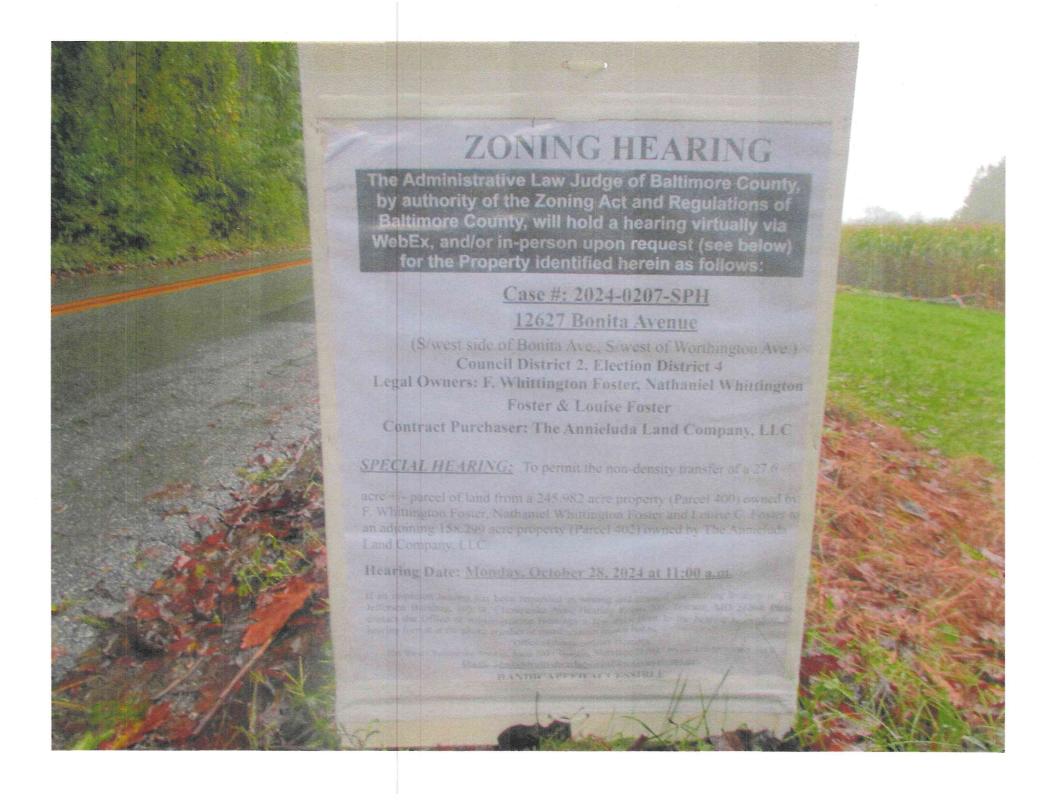
October 02, 2024
amended for second inspection
Re: Zoning Case No. 2024-0207-SPH Legal Owner: F. Whittington Foster, et al. Hearing date: October 28, 2024
Baltimore County Department of Permits, Approvals & Inspections County Office Building 111 West Chesapeake Avenue, Room 111 111 West Chesapeake Avenue Towson, MD 21204
Attention: Jeff Perlow
Ladies and Gentlemen,
This letter is to certify under the penalties of perjury that the two necessary signs required by law were posted conspicuously on the property located at 12627 Bonita Avenue.
The signs were initially posted on October 2, 2024.
The subject property was also inspected on
Sincerely,

Bruce E. Doak

MD Property Line Surveyor #531

See the attached sheets for the photos of the posted signs

Bruce E. Doak Consulting, LLC 3801 Baker Schoolhouse Road Freeland, MD 21053 410-419-4906 cell / 443-900-5535 office bdoak@bruceedoakconsulting.com









BALTIMORE COUNTY, MARYLAND

Inter-Office Correspondence



TO: Hon. Maureen E. Murphy; Chief Administrative Law Judge

Office of Administrative Hearings

FROM: Jeff Livingston, Department of Environmental Protection and

Sustainability (EPS) - Development Coordination

DATE: October 22, 2024

SUBJECT: DEPS Comment for Zoning Item # 2024-0207-SPH

Address: 12627 BONITA AVENUE

Legal Owner: The Annielida Land Company, LLC

Zoning Advisory Committee Meeting of October 1, 2024.

 \underline{X} The Department of Environmental Protection and Sustainability offers the following comments on the above-referenced zoning item:

<u>X</u> Development of the property must comply with the Regulations for the Protection of Water Quality, Streams, Wetlands and Floodplains (Sections 33-3-101 through 33-3-120 of the Baltimore County Code).

Reviewer: Art Y. Garcia

Baltimore COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

TO: Peter Gutwald, Director DATE: September 24, 2024

Department of Permits, Approvals

FROM: Vishnu Desai, Supervisor

Bureau of Development Plans Review

SUBJECT: Zoning Advisory Committee Meeting

Case 2024-0207-SPH

The Bureau of Development Plans Review has reviewed the subject zoning items and we have the following comments.

DPR: No comment.

DPW-T: A) County Code 32-8-101(g)(2) defines development as subdivision of land. An ultimate land use conditions riverine flood study meeting the Baltimore County Department of Public Works and Transportation (DPWT) Design Manual and the Baltimore County Department of Permits, Approvals and Inspections (PAI) Bureau of Development Plans Review Policy Manual is required and must be submitted to PAI to be "Accepted for Filing" before the special hearing can be approved.

Landscaping: No comment.

Recreations & Parks: No comment LOS & No Greenways affected.

BALTIMORE COUNTY, MARYLAND INTER-OFFICE MEMORANDUM

TO: C. Pete Gutwald **DATE:** 10/4/2024

Director, Department of Permits, Approvals and Inspections

FROM: Steve Lafferty

Director, Department of Planning

SUBJECT: ZONING ADVISORY COMMITTEE COMMENTS

Case Number: 2024-0207-SPH

INFORMATION:

Property Address: 12627 Bonita Ave **Petitioner:** Louise C. Foster

Zoning: RC-2

Requested Action: Special Hearing

The Department of Planning has reviewed the petition for the following:

Special Hearing -

- To permit the non-density transfer of a 27.6 acre ± parcel of land from a 245.982-acre property (parcel 400) owned by F. Whittington Foster, Nathaniel Whittington Foster and Louise C. Foster to an adjoining 158.299-acre property (parcel 402) owned by The Annieluda Land Company, LLC.
- o Both properties are zoned RC 2 and in a conservation easement. No density exists on either property; therefore, the proposed non-density transfer will not affect the density on either.

The subject property is located along Bonita Avenue and consists of 245.982-acres (parcel 400) and is zoned RC-2 in the Reisterstown area of Baltimore County. The property is unimproved agricultural land. Other farms, forest conservation, residential dwellings surround the property.

The RC-2 zone is a zoning district established to preserve the rural character of the area and promote low-density residential development. This district is intended to maintain the natural beauty and peacefulness of the surrounding countryside, while providing for compatible land uses and development patterns.

The Department of Planning does not object to the requested relief to permit a non-density transfer and defers all decision making to the Administrative Law Judge.

For further information concerning the matters stated herein, please contact Henry Ayakwah at 410-887-3482.

Prepared by:

Krystle Patchak

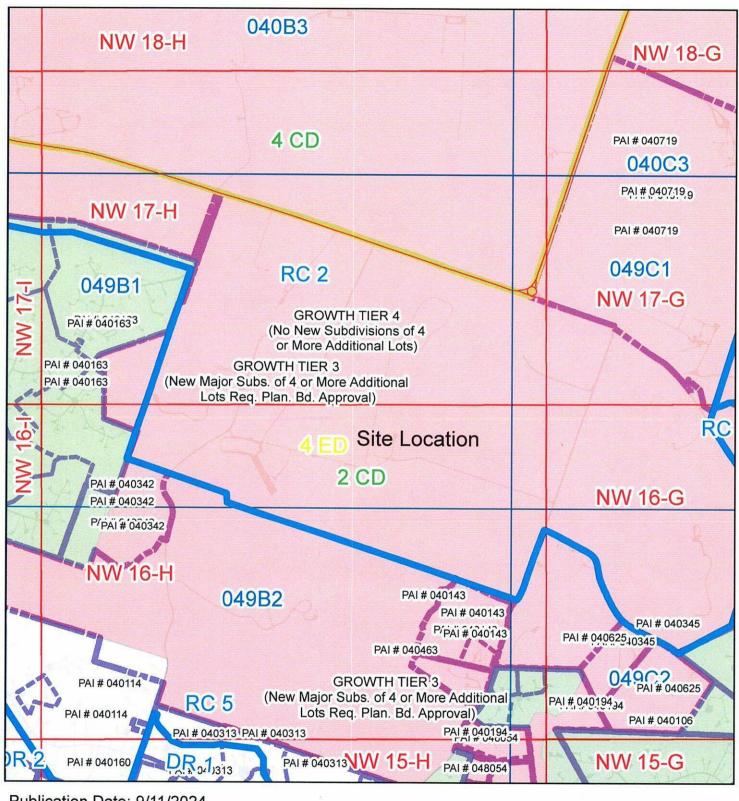
Jenifer G. Nugent

Division Chief:

SL/JGN/KP

c: Bruce Doak, Bruce E. Doak Consulting LLC.
Joseph Wiley, Community Planner
Jeff Perlow, Zoning Review
Kristen Lewis, Zoning Review
Office of Administrative Hearings
People's Counsel for Baltimore County

2500004798 Bonita Ave



Publication Date: 9/11/2024

Publication Agency: Permits, Approvals & Inspections Projection/Datum: Maryland State Plane, FIPS 1900, NAD 1983/91 HARN, US Foot



0 320640 1,280 1,920 2,560

1 inch = 1,141.395842 feet

