



HISTORIC PRESERVATION COMMISSION

Marc Elrich
County Executive

Robert K. Sutton
Chairman

Date: May 13, 2022

MEMORANDUM

TO: Mitra Pedoeem
Department of Permitting Services

FROM: Michael Kyne
Historic Preservation Section
Maryland-National Capital Park & Planning Commission

SUBJECT: Historic Area Work Permit # 983374: Installation of new fence

The Montgomery County Historic Preservation Commission (HPC) has reviewed the attached application for a Historic Area Work Permit (HAWP). This application was **Approved** at the May 4, 2022 HPC meeting.

The HPC staff has reviewed and stamped the attached construction drawings.

THE BUILDING PERMIT FOR THIS PROJECT SHALL BE ISSUED CONDITIONAL UPON ADHERENCE TO THE ABOVE APPROVED HAWP CONDITIONS AND MAY REQUIRE APPROVAL BY DPS OR ANOTHER LOCAL OFFICE BEFORE WORK CAN BEGIN.

Applicant: Robert Bertrand
Address: 5701 Achille Lane, Rockville

This HAWP approval is subject to the general condition that the applicant will obtain all other applicable Montgomery County or local government agency permits. After the issuance of these permits, the applicant must contact this Historic Preservation Office if any changes to the approved plan are made. Once work is complete the applicant will contact Michael Kyne at 301.563.3403 or michael.kyne@montgomeryplanning.org to schedule a follow-up site visit.





FOR STAFF ONLY:
HAWP# 983374
DATE ASSIGNED _____

APPLICATION FOR HISTORIC AREA WORK PERMIT

HISTORIC PRESERVATION COMMISSION
301.563.3400

APPLICANT:

Name: Robert Bertrand
Address: 5701 Achille Lane
Daytime Phone: cell 732-763-7031

E-mail: robbertrand@outlook.com
City: Rockville Zip: 20855
Tax Account No.: 03685495

AGENT/CONTACT (if applicable):

Name: _____
Address: _____
Daytime Phone: _____

E-mail: _____
City: _____ Zip: _____
Contractor Registration No.: _____

LOCATION OF BUILDING/PREMISE: MIHP # of Historic Property 22/025-000A

Is the Property Located within an Historic District? Yes/District Name _____
No/Individual Site Name James H. Cashell Farm

Is there an Historic Preservation/Land Trust/Environmental Easement on the Property? If YES, include a map of the easement, and documentation from the Easement Holder supporting this application.

Are other Planning and/or Hearing Examiner Approvals /Reviews Required as part of this Application? (Conditional Use, Variance, Record Plat, etc.?) If YES, include information on these reviews as supplemental information.

Building Number: 5701 Street: Achille Lane
Town/City: Rockville Nearest Cross Street: Heartwood Drive
Lot: 1 Block: D Subdivision: 082

TYPE OF WORK REQUESTED: See the checklist on Page 4 for proposed work are submitted with this application.
By Michael Kyne at 12:33 pm, May 13, 2022

- | | | | |
|--------------------------|--------------------|-------------------------------------|---------------------|
| <input type="checkbox"/> | New Construction | <input type="checkbox"/> | Deck/Porch |
| <input type="checkbox"/> | Addition | <input checked="" type="checkbox"/> | Fence |
| <input type="checkbox"/> | Demolition | <input type="checkbox"/> | Hardscape/Landscape |
| <input type="checkbox"/> | Grading/Excavation | <input type="checkbox"/> | Roof |

APPROVED
Montgomery County
Historic Preservation Commission

I hereby certify that I have the authority to make the foregoing application, that the application is correct and accurate and that the construction will comply with plans reviewed and approved by all necessary agencies and hereby acknowledge and accept this to be a condition for the issuance of this permit.

Robert Bertrand

02-14-22

Signature of owner or authorized agent

Date

Description of Property: Please describe the building and surrounding environment. Include information on significant structures, landscape features, or other significant features of the property:

This application covers the addition of a six-foot security fence around the entire perimeter of the five acre former site of the James H. Cashell Farm (aka 5701 Achille Lane, Derwood). This 5-acre parcel was preserved as part of the County MPHP in the creation of the subdivision, The Preserve at Rock Creek (former Bowie Mill Estates). Today, the parcel is a mixture of open space (where the original Cashell farmhouse once stood), forested area, and preserved trees. A number of significant trees ring the property, and a new home erected in 2016 sits in the SE corner of the property, where the homeowner (applicant) resides. A contributing wood frame barn was relocated to this parcel, adjacent to the 1940s stone building, by order of MCPB Plan 120060320. Today, the property contains these three structures spread out across primarily open land: the non-contributing stone building/tenant house; the relocated contributing barn; and the 2016 owner residence. The purpose of the fence is to protect the historic structures and the home in an effort to reduce vandalism and destruction of the buildings, as well as impact from wild animals. The original Cashell farmhouse was destroyed by arson and there have been subsequent arson attempts on the barn and stone house. The site location, adjacent to Magruder High School, makes these structures an attractive nuisance.

Description of Work Proposed: Please give an overview of the work to be undertaken:

This application proposes the installation of approximately 1146 linear feet of 72" tall black aluminum fence around the majority of the property. For 360 linear feet at the rear of the property, behind the wooded area and adjacent to the Transco gas pipeline, 72" tall 9 gauge black vinyl coated chain link fence is specified. The overall project also includes an area of approximately 370 feet at the front of the property, which traverses a historic view shed. It is the contention of the homeowner that the black aluminum fence will not adversely impact the view of the historic buildings or trees. With the exception of approximately 30 feet crossing the original driveway approach to the property, the top of the remaining 340 feet of fence that traverses the view shed is essentially level with the grade of the higher ground.

REVIEWED
By Michael Kyne at 12:33 pm, May 13, 2022

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Historic Preservation Commission


Work Item 1: Fence Installation - Aluminum Block

Description of Current Condition: Un-fenced property primarily ringed by trees and brush. Trees will not be disturbed by the fence installation.

Proposed Work: Install 1146 linear feet of 72" tall Aberdeen Series 3 Rail residential grade aluminum fence around the perimeter of the property. Fence shall terminate at the rear corners of the 2016 home and will include two ten-foot double gates for maintenance, as well as a 5-foot gate and a 3-foot gate for access and maintenance.

Work Item 2: Fence Installation - Chain Link

Description of Current Condition: Un-fenced property at the rear of a wooded area, facing the Transco pipeline. Perimeter contains brush and small trees <6" trunk diameter. Trees will not be disturbed.

Proposed Work: Install 360 linear feet of 72" tall 9-gauge black vinyl coated chain link fence. Fence framework will be black vinyl coated tube 2" line posts, 2.5" terminal posts, 1 5/8" top rail, and bottom tension wire.

Work Item 3: _____

Description of Current Condition:

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By Michael Kyne at 12:33 pm, May 13, 2022

Proposed Work:

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Historic Preservation Commission



Adjacent and Confronting Properties:

Rockville, MD 20855

5 Heartwood Terrace

7 Heartwood Terrace

8 Heartwood Terrace

5607 Achille Lane

5608 Achille Lane

5610 Achille Lane

16601 Heartwood Drive

5705 Achille Lane

5707 Achille Lane

5709 Achille Lane

Preserve At Rock Creek

955 A Russell Avenue

Gaithersburg, MD 20879

REVIEWED

By Michael Kyne at 12:33 pm, May 13, 2022

APPROVED

Montgomery County

Historic Preservation Commission



Robert H. Patton

**HISTORIC AREA WORK PERMIT
CHECKLIST OF
APPLICATION REQUIREMENTS**

	Required Attachments						
Proposed Work	I. Written Description	2. Site Plan	3. Plans/Elevations	4. Material Specifications	5. Photographs	6. Tree Survey	7. Property Owner Addresses
New Construction	*	*	*	*	*	*	*
Additions/Alterations	*	*	*	*	*	*	*
Demolition	*	*	*		*		*
Deck/Porch	*	*	*	*	*	*	*
Fence/Wall	*	*	*	*	*	*	*
Driveway/Parking Area	*	*		*	*	*	*
Grading/Excavation/Landscaping	*	*		*	*	*	*
Tree Removal	*	*		*	*	*	*
Siding/ Roof Changes	*	*	*	*	*		*
Window/ Door Changes	*	*	*	*	*		*
Masonry Repair/ Repoint	*	*	*	*	*		*
Signs	*	*	*	*	*		*

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By Michael Kyne at 12:33 pm, May 13, 2022

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DEPARTMENT OF PERMITTING SERVICES

Marc Elrich
County Executive

Mitra Pedoeem
Director

HISTORIC AREA WORK PERMIT APPLICATION

Application Date: 2/14/2022

Application No: 983374
AP Type: HISTORIC
Customer No: 1413661

Comments

Fence requires Historic Staff review due to a portion of it falling within a historic view shed. The purpose of the fence is for the protection of the historic structures, which have been subject to vandalism and arson.

Affidavit Acknowledgement

The Homeowner is the Primary applicant
This application does not violate any covenants and deed restrictions

Primary Applicant Information

Address 5701 ACHILLE LN
ROCKVILLE, MD 20855
Homeowner Bertrand (Primary)

Historic Area Work Permit Details

Work Type ADD
Scope of Work Install new black aluminum block 72" security fence around perimeter of the 5-acre property.

REVIEWED
By Michael Kyne at 12:33 pm, May 13, 2022

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Montgomery County
Historic Preservation Commission


Historic Area Work Permit Application #983374

5701 Achille Lane, Derwood, Maryland 20855

Supporting Tree Survey and Historic Photographs

February 14, 2022

REVIEWED

By Michael Kyne at 12:33 pm, May 13, 2022

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Montgomery County

Historic Preservation Commission



Figure 1.

Overhead view of 5701 Achille Lane 5-acre historic property

Main residence is in the southeast corner.

Historic structures are north of the open lawn clearing.

Original location of Cashell farmhouse is in the clearing at the center of the photograph.

Muncaster Mill Road is southwest of the photograph.

Magruder High School and the Transco pipeline are located to the northwest of the photo.

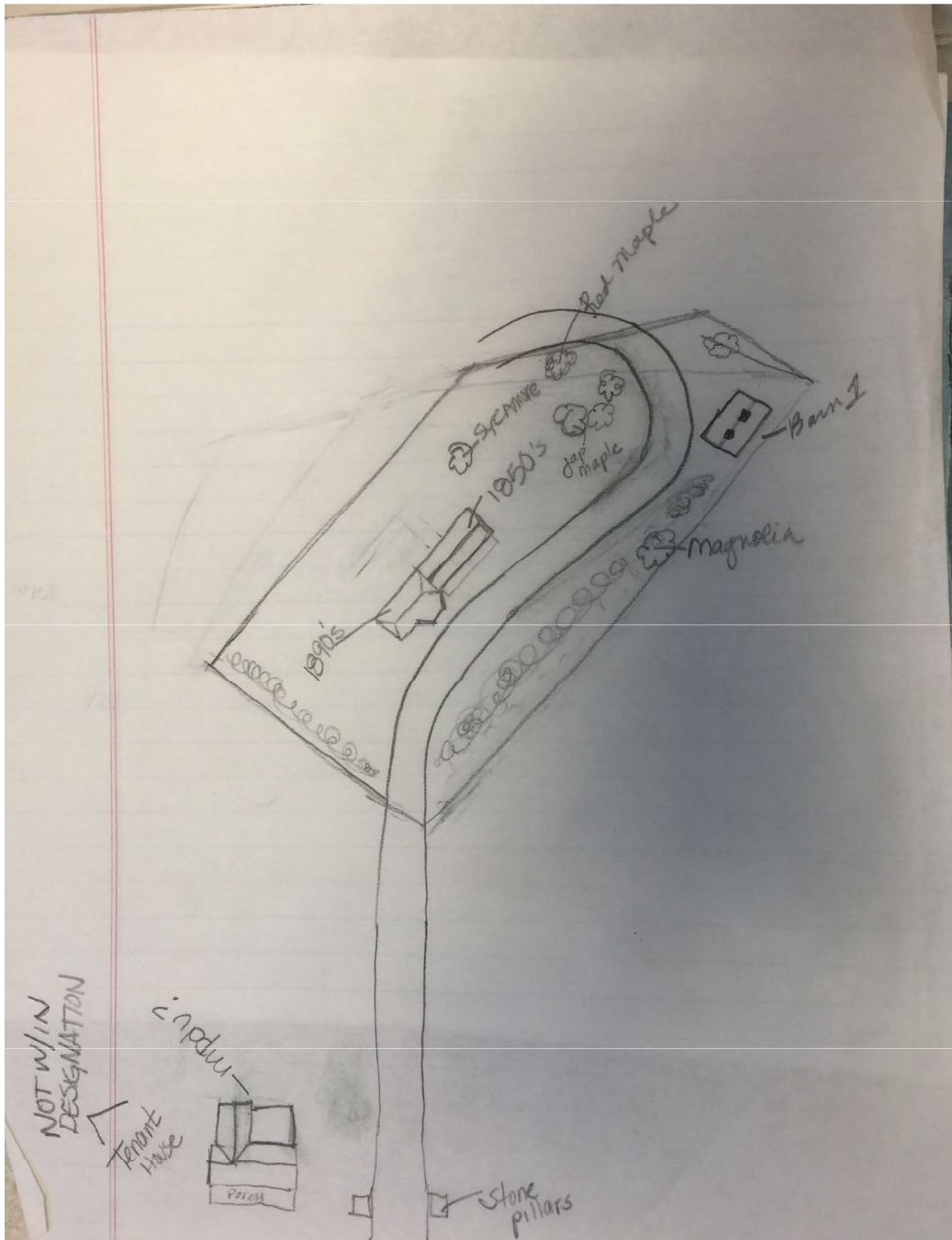


Figure 2.
Sketch circa 1996.

Sketch of Cashell Farmstead, showing former location of 1890s/1850s farmhouse and original driveway from Muncaster Mill Road.

“Barn 1” is indicated in approximately the present location of the 2016 owner residence.

The existing line of trees on the southern border of the property is indicated to the south-east of the driveway in this sketch, including the Magnolia tree.

A double-gate of six-foot black aluminum bars is proposed to be located where the former driveway crossed the property border trees.

No trees are proposed to be removed in the installation of the fence.

REVIEWED

By Michael Kyne at 12:33 pm, May 13, 2022

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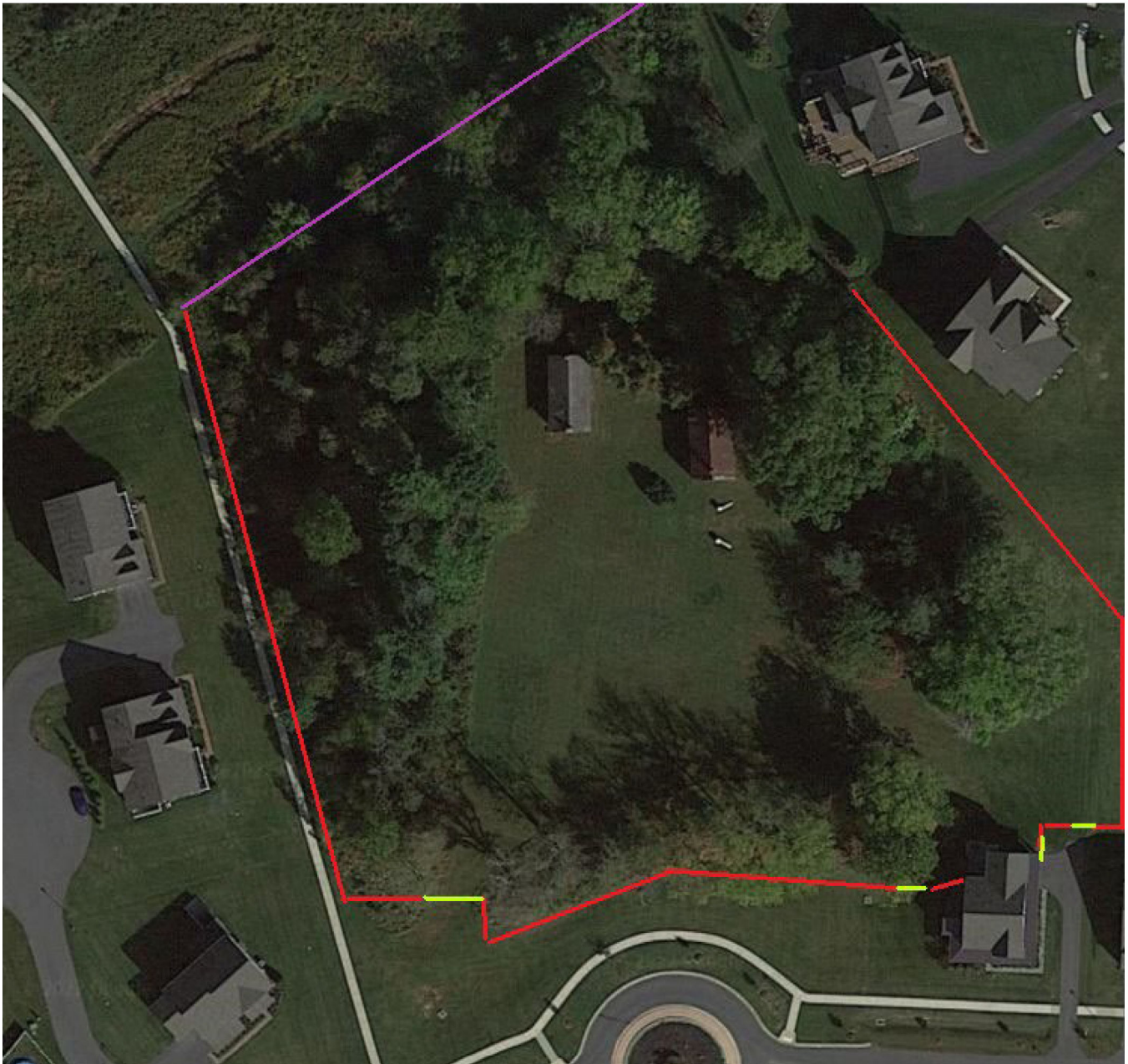


Figure 3.
Overhead view of 5701 Achille, Showing Proposed Fence.

Red Lines =	6-Foot Aluminum Block Fence Sections
Green/Yellow Lines =	6-Foot high Aluminum Block Gates
Purple Line =	6-Foot Black Chain-Link Fence (at rear of property along gas line)

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 By Michael Kyne at 12:33 pm, May 13, 2022

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 Montgomery County
 Historic Preservation Commission

Robert A. [Signature]

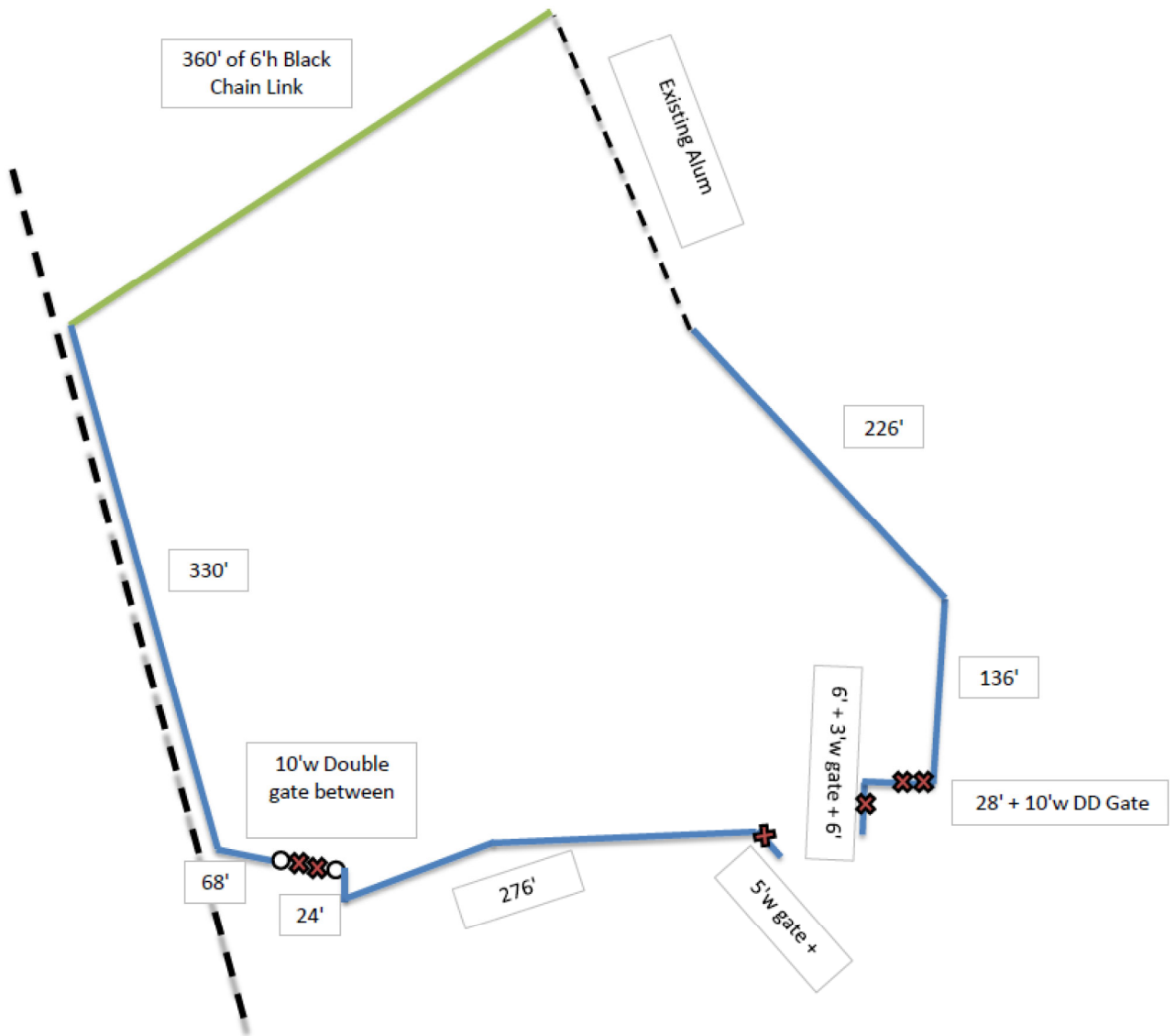


Figure 4.
Fence Layout from Contractor Frederick Fence Company.

Indicates gate locations, fence materials, and where an existing black aluminum block fence (in the northeast corner) will be incorporated into the new run of fencing.

REVIEWED
 By Michael Kyne at 12:33 pm, May 13, 2022

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 Montgomery County
 Historic Preservation Commission

Ronald H. [Signature]



REVIEWED
By Michael Kyne at 12:33 pm, May 13, 2022

APPROVED
Montgomery County
Historic Preservation Commission
Robert H. [Signature]

Figure 5.
Arial Shot of Cashell Farm, Circa 1996.

Muncaster Mill Road is to the North in this photograph.



Figure 6.

Present Day View through the border trees looking toward the historic structures

The original driveway ran between the border trees shown in this photograph. A double-gate is proposed here composed of black aluminum bars.

Note the elevation change: The historic structures sit higher than the proposed black fence, which is anticipated to largely disappear into the background from a distance.

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Figure 7.
View up Achille Lane, From Muncaster Mill Road, Looking toward Viewshed

The historic structures are visible just beyond the street sign, located right of center in this photograph.

The proposed double gate composed of black aluminum bars would traverse the former driveway opening located just beyond the street sign.

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Figure 8.
Rear of Property Along Transco Gas Line

The wooded area at the rear of the property is seen just beyond the brush in the foreground. The Magruder High School access sidewalk (an easement on the historic lot) is seen crossing the foreground.

The black chain link fence is anticipated to disappear against the trees.

The black aluminum block fence will begin adjacent to the sidewalk, running out of the right side of the frame of this photograph, parallel to the sidewalk until reaching the front of the property.

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Figure 9.
Magruder High School Access Sidewalk, Adjacent to Transco Pipeline

Black chainlink fence and black tubular steel railings about the Magruder High School Access Sidewalk as it crosses the Transco Pipeline, adjacent to the historic lot.

The proposed black chainlink fence at the rear of the historic lot would match what is already present at this location.

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By Michael Kyne at 12:33 pm, May 13, 2022

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Historic Preservation Commission

Historic Area Work Permit Application #983374

5701 Achille Lane, Derwood, Maryland 20855

Material
February

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By Michael Kyne at 12:33 pm, May 13, 2022

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Historic Preservation Commission



Figure 10.
Overhead view of 5701 Achille, Showing Proposed Fence.

- | | |
|----------------------|--|
| Red Lines = | 6-Foot Aluminum Block Fence Sections |
| Green/Yellow Lines = | 6-Foot high Aluminum Block Gates |
| Purple Line = | 6-Foot Black Chain-Link Fence (at rear of property along gas line) |

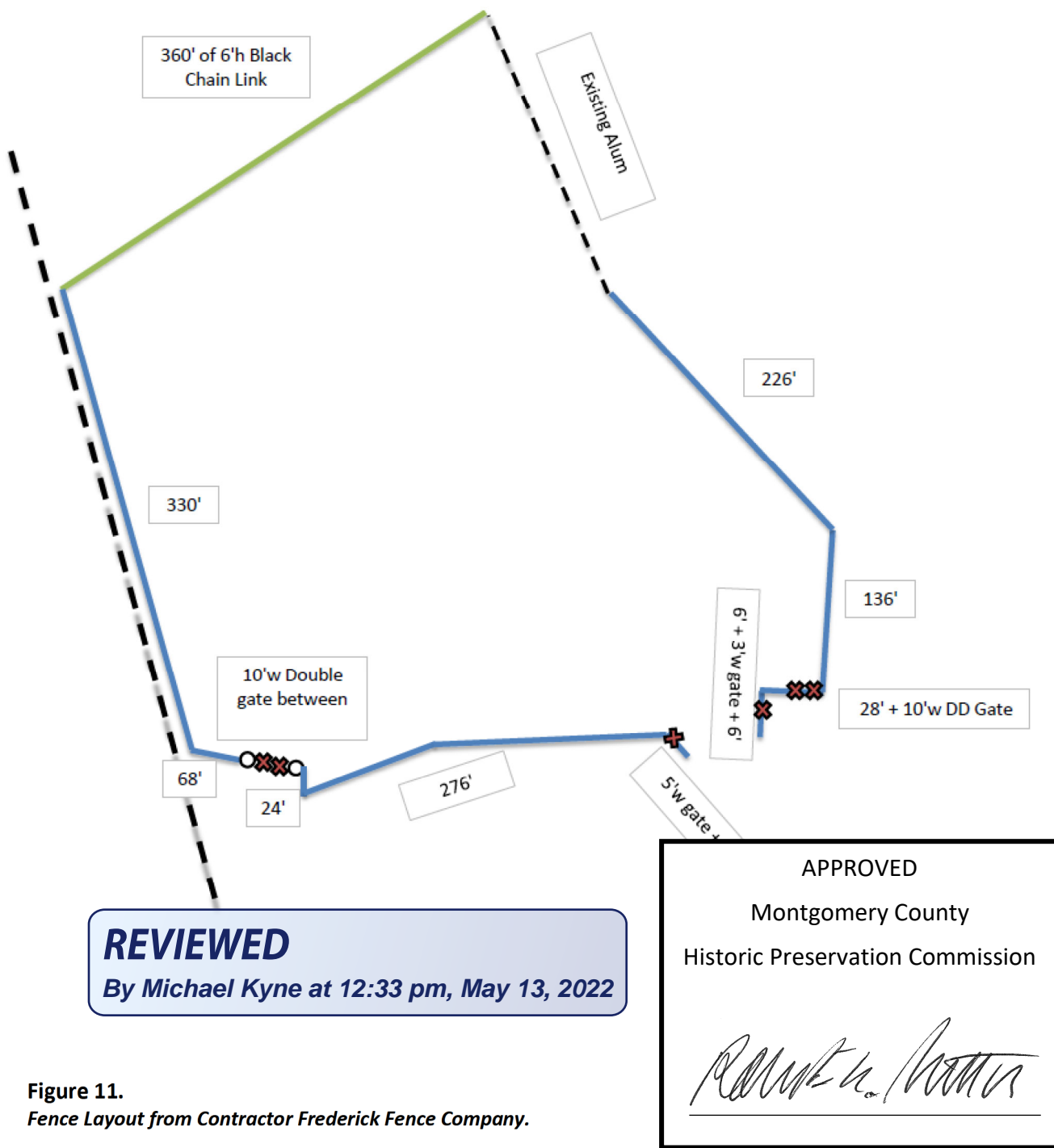


Figure 11.
Fence Layout from Contractor Frederick Fence Company.

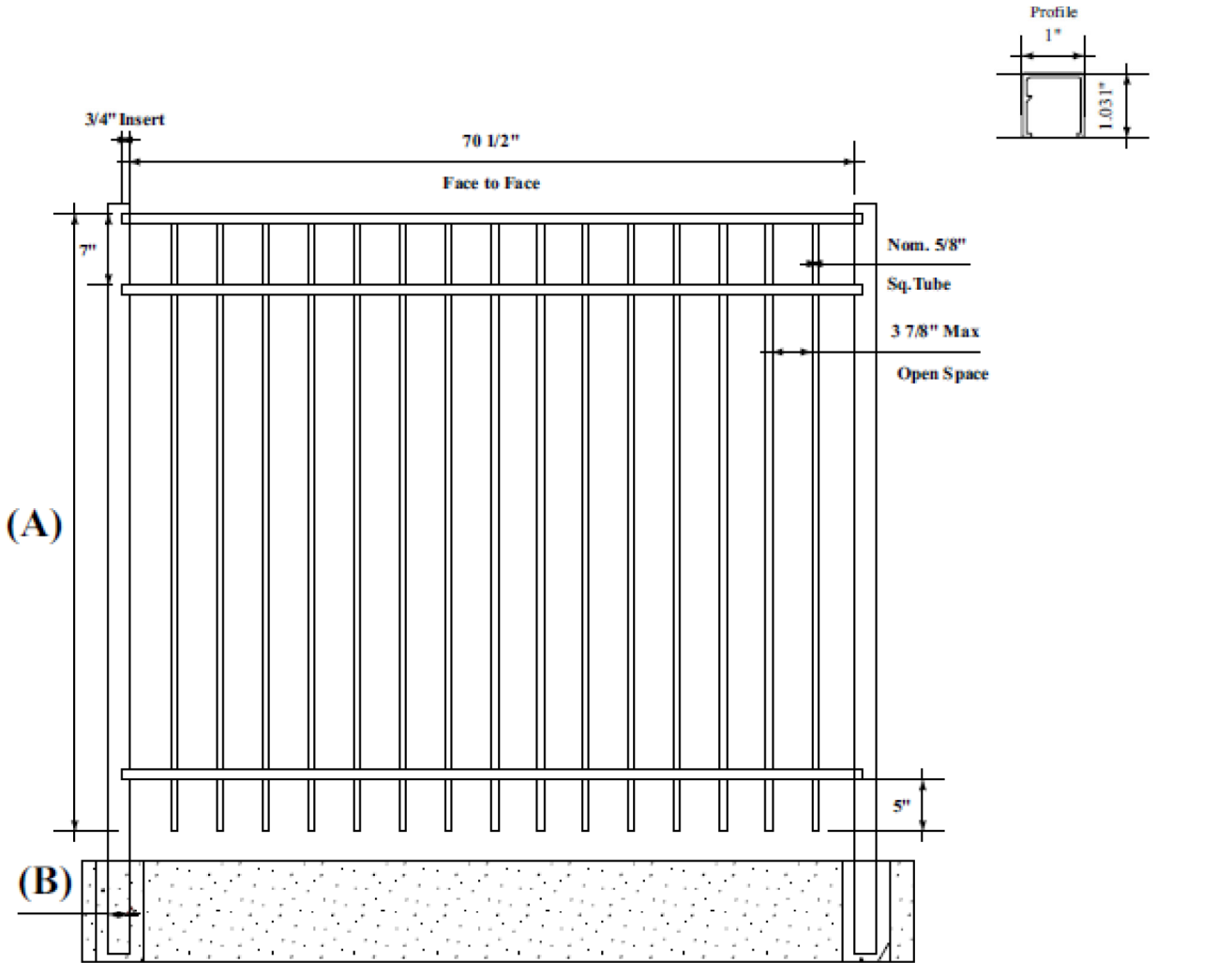
Indicates gate locations, fence materials, and where an existing black aluminum block fence (in the northeast corner) will be incorporated into the new run of fencing.

IRON



WORLD

9390 Davis Ave.
Howard County, Md, 20723
www.ironworldfencing.com
Phone: (301) 776-7448
Toll Free: 1-866-310-2747
Fax: (301) 776-7449



Note:
Center to Center Dimension = 70 1/2 + Post Width

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By Michael Kyne at 12:33 pm, May 13, 2022

Panel 72" W Aberdeen 3 Rails Flat Top

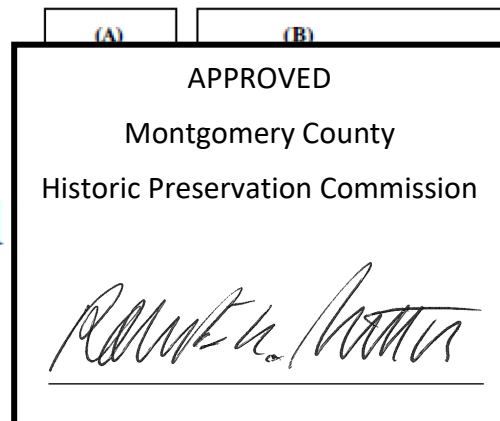
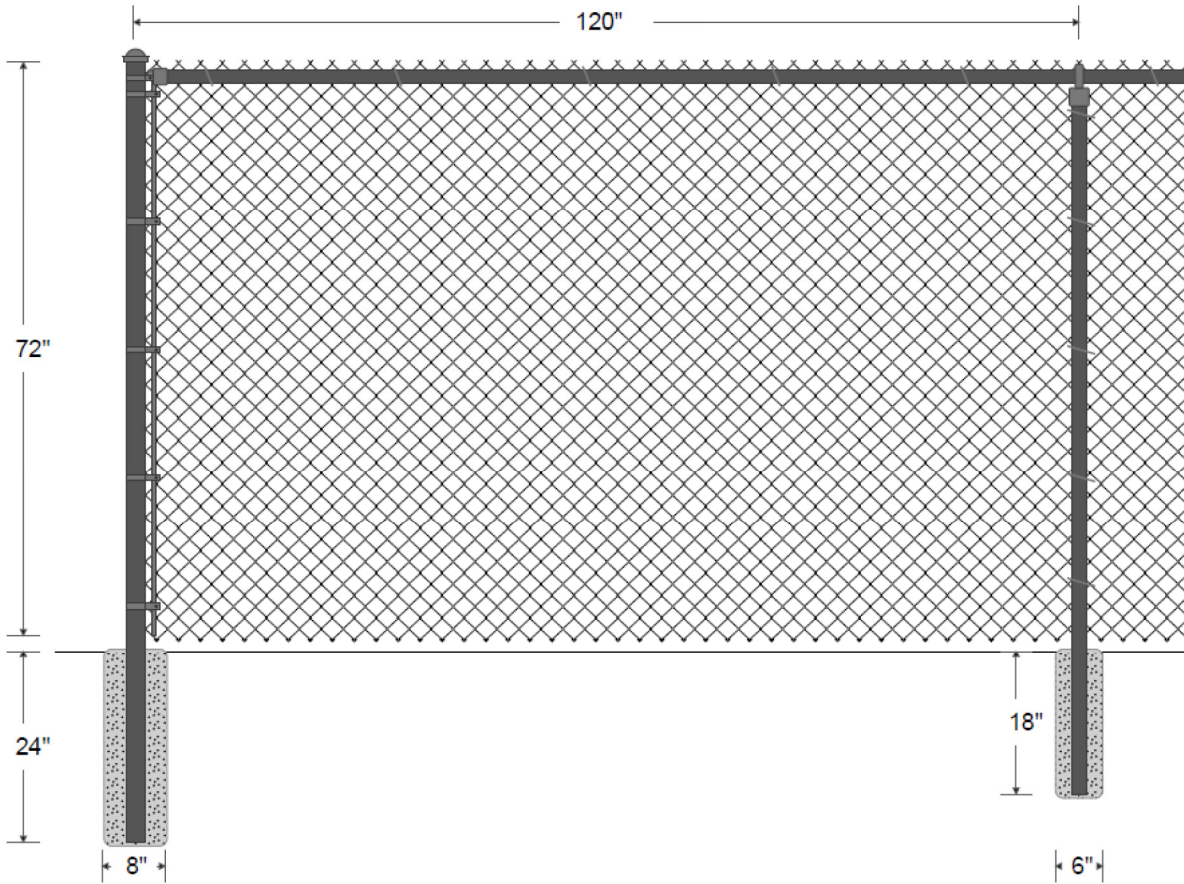


Figure 12.
Specifications for Six-Foot High Black Aluminum Fence with 2" Square tube Posts

Courtesy of Frederick Fence



72" tall Chainlink Fabric with Barb / Knuckle Selvage and 2" Mesh Size.

Specifications:

96" tall, 2 1/2" diameter Terminal Post with 8" post footing diameter and 24" post footing depth.

90" tall, 2" diameter Line Post with 6" post footing diameter and 18" post footing depth.

Top of Fence has 1 5/8" diameter Top Rail.

Bottom of Fence has Fabric Only.

Line Post Spacing: 120"

Tie Wire Spacing is every 24" on Rails.



FREDERICK FENCE CO., INC.
 1505 TILCO DRIVE
 FREDERICK, MD 21704
 (301) 663-4000

72" Chainlink Line of Fence

Drawn: 2/1/2022
 File:

Figure 13.
Specifications for Six-Foot High Black Chain Link Fence with 2" line posts, 2.5" terminal posts

Courtesy of Frederick Fence

REVIEWED

By Michael Kyne at 12:33 pm, May 13, 2022

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 Montgomery County
 Historic Preservation Commission



Figure 14.
Example of Six-Foot Tall, 3-Rail Fence with Arched Entry Gate

Photo Courtesy of Frederick Fence

REVIEWED

By Michael Kyne at 12:33 pm, May 13, 2022

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Figure 15.
Example of Six-Foot Tall, Black Chain Link Fence with Top Rail

Photo Courtesy of Frederick Fence

REVIEWED

By Michael Kyne at 12:33 pm, May 13, 2022

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 1505 Tilco Drive
 Frederick, MD 21704
 MHIC # 16416



Our Goal Is "100% Satisfaction Guaranteed"
Established 1982
 Office: 301-663-4000
 Fax: 301-663-0017

OWNERS NAME(S): Robert Bertrand		DATE: 1/22/2021
JOB ADDRESS: 5701 Achille Lane		EMAIL: robbertrand@outlook.com
CITY STATE & ZIP: Derwood MD 20885		HOME: _____ CELL: 202-827-4371
BILLING ADDRESS: Same		

DESCRIPTION OF WORK TO BE COMPLETED BY CONTRACTOR:

Furnish labor and materials to install approximately 1146 linear feet of 72" tall Aberdeen Series 3 Rail residential grade aluminum fence.

All posts to be secured in the ground using wet pour concrete.

Install (1) 4' wide 6' tall 3 rail IronWorld residential grade aluminum Flat Top gate(s).

Install (1) 5' wide 6' tall 3 rail IronWorld residential grade aluminum Flat Top gate(s).

Install (2) 10' wide 6' tall Double Drive 3 rail IronWorld residential grade aluminum Flat Top gate(s). Double drive gate(s) will be installed with one drop rod.

Install (8) 2.5" 0.125 wall gate post(s).

Furnish labor and materials to install approximately 360 linear feet of 72" tall 9 Gauge Black vinyl coated Chain Link fence. Fence framework will be black vinyl coated Tube 2" line posts, 2.5" terminal posts, 1-5/8" top rail, and bottom tension wire.

All posts to be secured in the ground using wet pour concrete.

Frederick Fence Company to obtain Montgomery County Permit.

DISCLAIMERS:

- Customer responsible for boundary lines and fence location and will confirm start and stop points with foreman at start of installation.
- Property Pins are the best way to ensure property boundaries. A plat/survey can be used but the Homeowner is responsible for any subsequent consequences.
- Frederick Fence does not haul away dirt or rocks. Customer to indicate to foreman location to spread or pile dirt.
- Frederick Fence is not responsible for damage to underground sprinklers, dog fences, or private utilities.
- No refunds or returns on special order materials (Includes Vinyl, Aluminum, & Steel Fence).

Owner Initials:

PAYMENT TERMS AND INSTALLATION INFORMATION:

APPROXIMATE STARTING AND COMPLETING: Work under this contract will start approximately <u>8-12</u> weeks subject to circumstances beyond the control of the contractor, (including weather) and will be completed in approximately _____ day(s).	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">CONTRACT TOTAL</td> <td style="padding: 5px;">\$ 74,327.00</td> </tr> <tr> <td style="padding: 5px;">Deposit</td> <td style="padding: 5px;">\$ 24,776.00</td> </tr> </table>	CONTRACT TOTAL	\$ 74,327.00	Deposit	\$ 24,776.00
CONTRACT TOTAL	\$ 74,327.00				
Deposit	\$ 24,776.00				

- 1) HOA Approval Needed?..... Yes No
- 2) Permit Needed?..... Yes No
- 3) Call Utilities?..... Yes No
- 4) Needs to meet pool requirements?..... No Yes
- 5) Digger Accessible?..... Yes No

REVIEWED

By Michael Kyne at 12:33 pm, May 13, 2022

APPROVED

Montgomery County
Historic Preservation Commission

24,776.00
24,775.00
x labeled "Contract jobs exceeding
s to charge your completion? <input type="checkbox"/> No

For the above services, a deposit will be required before project start and may not exceed 1/3 of the total contract price. A \$10,000 and must not exceed 1/3 of the total contract price. The final balance will be due upon completion.

CREDIT CARD INFORMATION:

Card # Exp.

CONTRACT ACCEPTANCE:

The undersigned CONTRACTOR and OWNER agree and accept the terms and conditions set forth in pages 1 through 4 and further agree that this contract contains the final and entire agreement between the parties here to and neither they nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not herein contained. This contract is not binding upon FREDERICK FENCE CO, INC. until accepted. **You, the buyer, may cancel this transaction at any time prior to midnight of the fifth business day or seventh business day if the buyer is at least 65 years old, after the date of this transaction.**

Date: Owner Signature:

Lic. No. _____ Salesman: Brody Barger

Pricing and approx. lead time on this contract is only valid for 2 weeks from estimate date and will need to be re-quoted if date of signing is after 2/5/2021

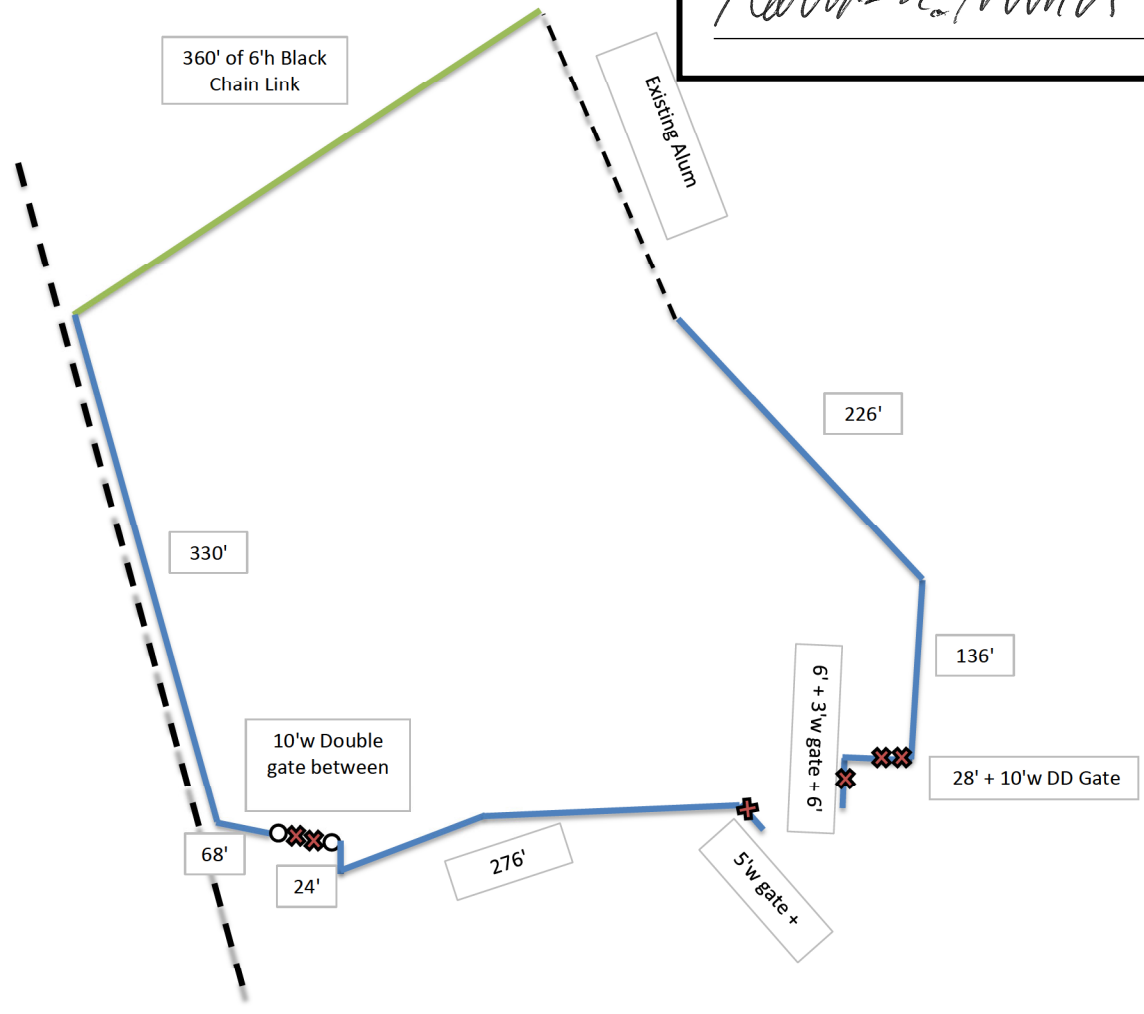
27



DRAWING: OWNER TO GO OVER LOCATION OF FENCE & GATES WITH FOREMAN

REVIEWED
By Michael Kyne at 12:33 pm, May 13, 2022

APPROVED
Montgomery County
Historic Preservation Commission
Robert H. Potter



not to scale

DISCLAIMERS

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- Property Pins are the best way to ensure property boundaries. A plat/survey can be used but the Homeowner is responsible for any subsequent consequences.
- Frederick Fence does not haul away dirt or rocks. Customer to indicate to foreman location to spread or pile dirt.
- Frederick Fence is not responsible for damage to underground sprinklers, dog fences, or private utilities.
- No refunds or returns on special order materials (Includes Vinyl, Aluminum, & Steel Fence).

Article I. PAYMENTS

1.1 All payments as set forth on the front of this "Contract are due at the times indicated in this contract or upon receipt of a bill(s) from the contractor to the OWNER, whatever shall occur first. Any amount remaining unpaid for more than 10 days after demand shall bear interest at the rate of 2% per month (24% per annum).

1.2 Contractor reserves the right to stop work if payments are not made according to the contract draw schedule.

Article II. CHANGES

2.1 Any changes or deviations from the terms of this Contract or from plans and specifications set forth herein, including any additional work requested by the OWNER must be agreed upon in writing by the OWNER and CONTRACTOR before they shall be considered binding. The cost of any changes, deviations, or additions shall also be agreed upon in writing and the CONTRACTOR may demand payment in full before making the changes or deviations or commencing the additional work. All such changes, deviations, or additions must be documented by a Change Order as provided herein.

2.2 Change Orders. For the purposes of this Contract, a Change Order shall mean a request by the Owner for extra or additional work to be completed, which modifies the Project under the Contract, a request for substitution of materials, or a special/custom order for material(s), and any change to the original plans and specifications. No change, modification, addition, or redesign shall be valid unless authorized by the Contractor and Owner in writing in a "Change Order," which shall be incorporated as part of this Contract. All Change Orders need to be agreed upon in writing, including cost, additional time considerations and a description of the location where the work will be completed, and shall be signed by both parties. The balance of the original contract and the Change Order shall be paid upon completion of the Work specified. The estimated completion date of the Work shall be extended by the time necessary to complete any Change Order. Any expense incurred by Contractor in assembling custom items shall be determined by the Contractor. The Contract Price shall be increased or decreased as required by the modifications to the Project as identified in the Change Orders.

2.3 Contractor reserves the right to reject any Change Order request by Owner if the Change Order would materially affect Contractor's operations, or violate local building codes or any other governmental regulations, or require Work already performed to be demolished and reconstructed.

Article III. CONTRACTOR'S LIMITED WARRANTY

3.1 FREDERICK FENCE CO. warrants that all work will be performed in a workmanlike manner and in accordance with standard practices. Owner hereby acknowledges that wooden fencing materials are subject to cracking, splitting, checking, warping, and bowing when exposed to the sun, rain, humidity, and weather; and that the CONTRACTOR makes no warranties against the occurrence of such changes in wooden fencing materials.

3.2 Fences are guaranteed against defect in workmanship for a period of eighteen months (18) from the date of completion.

3.3 This warranty does NOT cover materials warranted by manufacturers; damage caused by fire, floods, strike, war, or civil disturbances; or damage caused by negligence or abuse.

3.4 This warranty covers the OWNER or OWNERS of the real property on which the work is performed.

3.5 The sales personnel of the CONTRACTOR are not authorized to make warranties about the merchandise, equipment, or services described in this Contract. CONTRACTOR'S employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon the OWNER, and are not part of this Contract. The entire contract is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this written Contract. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.

Article IV. CONSTRUCTION/WORK

4.1 Contractor shall not be liable for any delay due to circumstances beyond its control, including but not limited to, strikes, casualty, general unavailability of material, acts of nature, weather, etc.

4.2 There shall be excluded from the computation of any period of time set herein by CONTRACTOR any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, inclement weather, permitting delays, or any other causes which are beyond the reasonable control of such party despite its due diligence.

4.3 The price set forth on the front of this Contract does not contemplate the encountering of swampy conditions. CONTRACTOR is not responsible for damage caused to underground obstructions, such as underground pipes, sprinkler systems, cables, septic tanks, private utilities, electronic containment systems, etc.

4.4 Owner and Contractor further acknowledge and agree that any perceived defects, imperfections, etc., in Contract terminate the Contractor until the Contractor has the opportunity to complete the Project, including the Owner's punch to cure any defects or problems as provided in Section 4.3.

4.5 Owner expressly agrees to pay for the removal and replanting of all vegetation (including but not grass) and that Contractor shall not, in any event, be liable for any damages to vegetation in the vicinity of the construction thereto. Owner specifies that the Contractor shall be required to pay for the removal and replanting of all vegetation (including but not grass) and that Contractor shall not, in any event, be liable for any damages to vegetation in the vicinity of the construction thereto. Owner specifies that the Contractor shall be required to pay for the removal and replanting of all vegetation (including but not grass) and that Contractor shall not, in any event, be liable for any damages to vegetation in the vicinity of the construction thereto.

REVIEWED
By Michael Kyne at 12:33 pm, May 13, 2022

APPROVED
Montgomery County
Historic Preservation Commission


OWNER(S) NAME: Robert Bertrand

Article V. HOME-IMPROVEMENTS COMMISSION

5.1 PLEASE BE NOTIFIED THAT EACH CONTRACTOR AND SUBCONTRACTOR PERFORMING MARYLAND HOME IMPROVEMENT WORK MUST BE LICENSED BY THE HOME IMPROVEMENT COMMISSION, AND ANYONE MAY ASK THE COMMISSION ABOUT A CONTRACTOR OR SUBCONTRACTOR. THE TELEPHONE NUMBER OF THE HOME IMPROVEMENT COMMISSION IS (410) 230-6309. THE WEBSITE FOR THE MARYLAND HOME IMPROVEMENT COMMISSION IS <http://www.dlir.state.md.us/license/mhic/>.

- A. FORMAL MEDIATION OF DISPUTES BETWEEN HOMEOWNERS AND CONTRACTORS IS AVAILABLE THROUGH THE COMMISSION.
- B. THE COMMISSION ADMINISTERS THE GUARANTY FUND, WHICH MAY COMPENSATE HOMEOWNERS FOR CERTAIN ACTUAL LOSSES CAUSED BY ACTS OR OMISSIONS OF LICENSED CONTRACTORS

5.2. Contractor identifies its company to be insured and licensed in the state of Maryland. The Maryland Home Improvement Commission #16416.

Article VI. OWNER'S RESPONSIBILITIES

6.1 OWNER assumes full responsibility for location of the line upon which the fence will be installed, together with all questions of ownership and location of property lines. OWNER agrees that the fence lines will be clear of all obstructions and that the line will be accurately marked by him by stakes or otherwise.

6.2 Contractor shall be provided with free access to the work area. Work areas should be devoid of debris, and other matter that may obstruct the job site and/or prevent Contractor from performing the scope of work under the terms of this Contract. Owner shall provide Contractor access to the Property as necessary to complete the work by providing Contractor and/or its subcontractor's access on such dates and times as designated by Contractor. The Completion Date shall be extended by any delays caused by Owner's failure to provide timely access to the Property.

Article VII. DISPUTE RESOLUTION.

7.1 All disputes between the parties that may arise under this Contract shall be mediated by a mediator mutually agreeable to both parties. Unless otherwise agreed in writing by the parties, mediation fees, costs and expenses shall be divided and paid equally by the parties to the mediation. If either party elects to have an attorney present that party shall pay his or her own attorney's fees.

7.2 The parties agree to request mediation in writing. Thereafter, the party seeking mediation agrees to contact the Frederick County Circuit Court to obtain a list of trained mediators. Within 30 days after requesting mediation, the parties agree to select a mediator from the list and to schedule one two-hour session to mediate the dispute. The parties agree to mediate the matter in good faith, and the parties agree to split the costs for the mediator. If mediation results in a resolution, the parties will execute a written statement of their agreement.

7.3. Should an action be brought against Contractor all damages are limited to the amount actually received by Contractor from Owner. Contractor shall not, under any circumstances, be liable for special or consequential damages, such as but not limited to damage or loss of other property or equipment, loss of profits or revenue, or loss of habitability.

7.4 In the event the Owner breaches any term, condition or obligation created by this Contract, and the Contractor shall have to initiate a lawsuit, action or other proceeding against the Owner, the Contractor shall be entitled to be reimbursed from the Owner for all its reasonable attorneys' fees and court costs.

7.5 The Contract shall be construed and interpreted in accordance with the laws of the State of Maryland.

Article VIII. OTHER COVENANTS

8.2 TERMINATION BY CONTRACTOR: Contractor may terminate the contract if the project is (i) stopped by the Owner or under an order of any court or public authority having jurisdiction, (ii) if the Owner fails to make a payment or otherwise defaults after written notice to Owner and a reasonable opportunity to cure. In such an event Owner shall forfeit any money paid to Contractor. Contractor may also recover from Owner money for all work performed and for any loss sustained regarding any material purchased. In lieu of termination, Contractor may continue the project in which case the completion date shall be extended to account for any delays caused by OWNER'S failure to comply with terms of the contract.

8.4 YOU HAVE THE RIGHT TO CONSULT AN ATTORNEY.

8.5 The persons signing or otherwise authorizing this agreement: (1) represents and warrants that he/she has the authority to enter into this agreement.

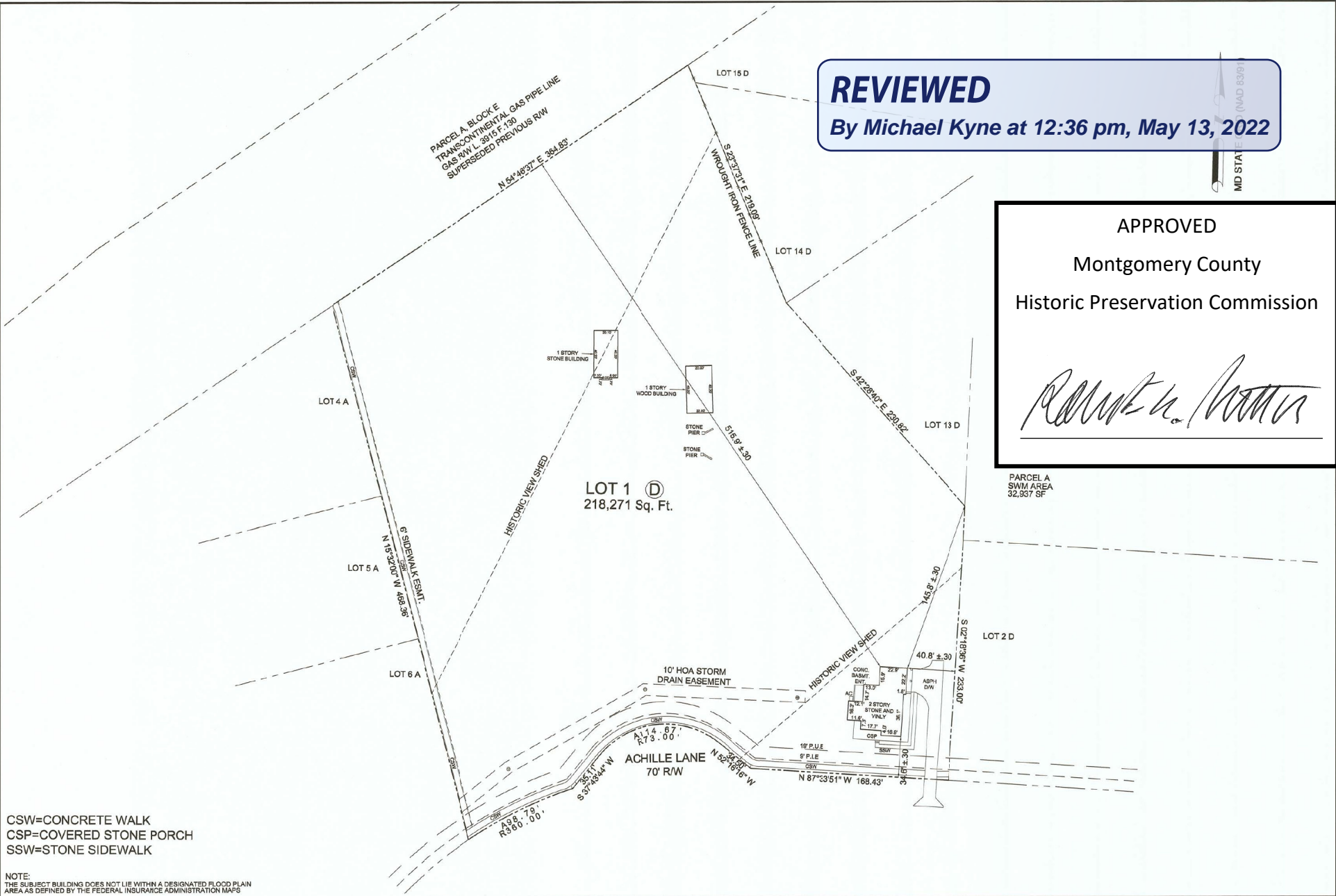
REVIEWED
By Michael Kyne at 12:33 pm, May 13, 2022

APPROVED
Montgomery County
Historic Preservation Commission



REVIEWED
 By Michael Kyne at 12:36 pm, May 13, 2022

APPROVED
 Montgomery County
 Historic Preservation Commission

CSW=CONCRETE WALK
 CSP=COVERED STONE PORCH
 SSW=STONE SIDEWALK

NOTE:
 THE SUBJECT BUILDING DOES NOT LIE WITHIN A DESIGNATED FLOOD PLAIN AREA AS DEFINED BY THE FEDERAL INSURANCE ADMINISTRATION MAPS

MINIMUM ADVICE
 1) THIS PLAT IS OF BENEFIT TO A CONSUMER ONLY INsofar as IT IS REQUIRED BY A LENDER, OR A TITLE INSURANCE COMPANY, OR ITS AGENT IN CONNECTION WITH CONTEMPLATED TRANSFER, FINANCING OR REFINANCING. 2) THIS PLAT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OR LOCATION OF FENCES, GARAGES, BUILDINGS, OR OTHER EXISTING OR FUTURE IMPROVEMENTS. 3) 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.

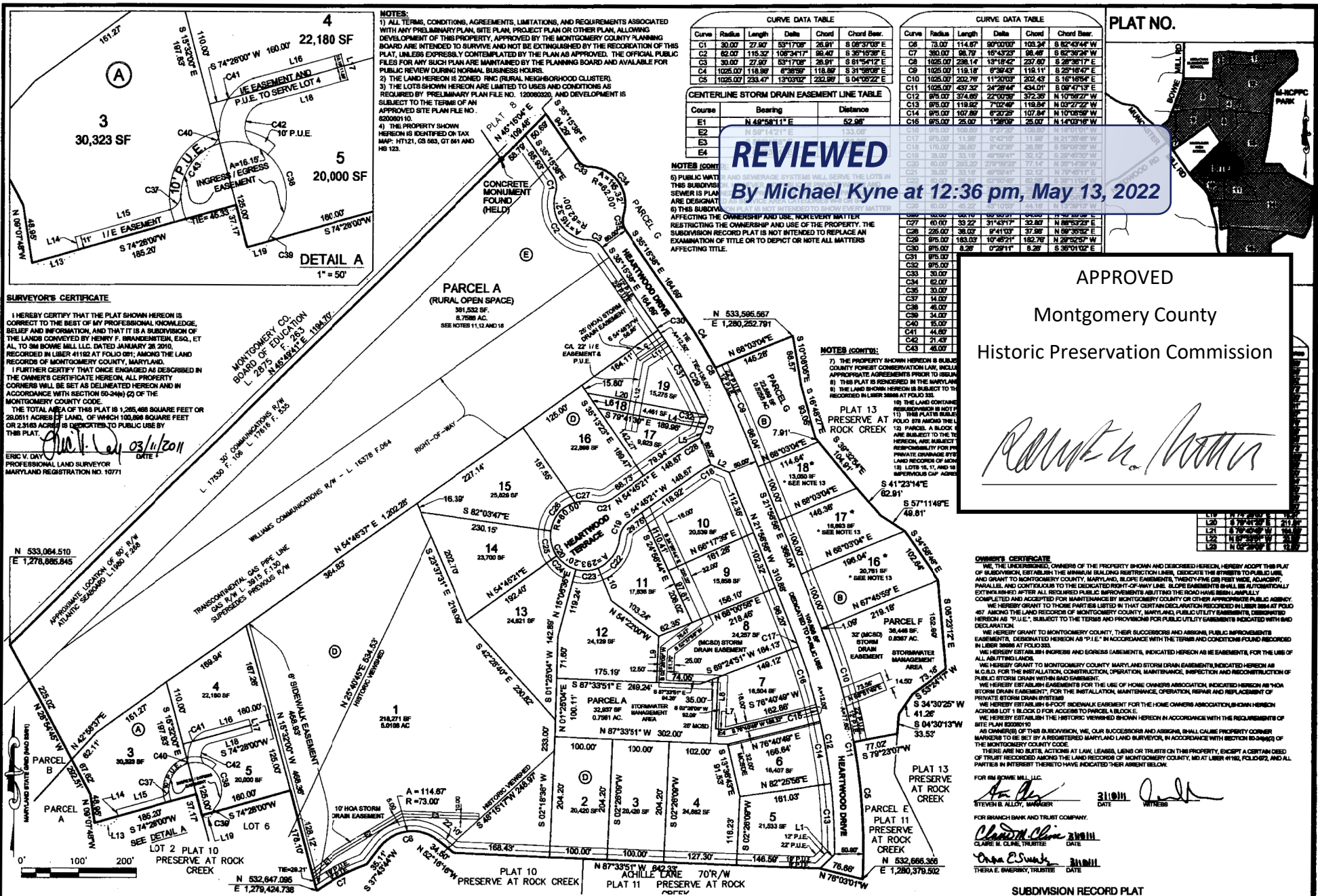
SURVEYOR'S CERTIFICATE
 THE PREPARATION OF THIS PLAT, AND THE REQUIRED SURVEY WORK, HAVE BEEN PERFORMED UNDER MY DIRECTION, IN ACCORDANCE WITH REQUIREMENTS OF SECT. 09.13.08.08-LOCATION DRAWINGS AND SECT. 09.13.08.12-BUSINESS PRACTICES OF THE MARYLAND STATE LAW REGARDING "MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING."
 DATE: 08/28/2017
 VINCENT E. BOYD PROFESSIONAL LAND SURVEYOR
 MARYLAND REG. NO. 21614 EXPIRES: 05/28/2019



PLAT NO. 24252
 ADDRESS 5701
 PERMIT # 711405

Dewberry
 321 Ballenger Center Drive, Suite 103
 Frederick, MD 21703
 301.663.3158 Fax: 301.663.3679
 www.dewberry.com

LOCATION DRAWING
 PRESERVE AT ROCK CREEK
 LOT 1 BLOCK D
 5701 ACHILLE LANE
 OLNEY (8TH) ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND
 SCALE 1"=50'



NOTES:

- 1) ALL TERMS, CONDITIONS, AGREEMENTS, LIMITATIONS, AND REQUIREMENTS ASSOCIATED WITH ANY PRELIMINARY PLAN, SITE PLAN, PROJECT PLAN OR OTHER PLAN, ALLOWING DEVELOPMENT OF THIS PROPERTY, APPROVED BY THE MONTGOMERY COUNTY PLANNING BOARD ARE INTENDED TO SURVIVE AND NOT BE EXTINGUISHED BY THE RECORDED OF THIS PLAT, UNLESS EXPRESSLY CONTEMPLATED BY THE PLAN AS APPROVED. THE OFFICIAL PUBLIC FILES FOR ANY SUCH PLAN ARE MAINTAINED BY THE PLANNING BOARD AND AVAILABLE FOR PUBLIC REVIEW DURING NORMAL BUSINESS HOURS.
- 2) THE LAND HEREON IS ZONED: RNC (RURAL NEIGHBORHOOD CLUSTER).
- 3) THE LOTS SHOWN HEREON ARE LIMITED TO USES AND CONDITIONS AS REQUIRED BY PRELIMINARY PLAN FILE NO. 120080320, AND DEVELOPMENT IS SUBJECT TO THE TERMS OF AN APPROVED SITE PLAN FILE NO. 020080110.
- 4) THE PROPERTY SHOWN HEREON IS IDENTIFIED ON TAX MAP: HT121, GS 583, GT 581 AND HB 123.

CURVE DATA TABLE

Curve	Radius	Length	Delta	Chord	Chord Bear.
C1	30.00	27.00	53°17'00"	26.91	S 68°37'00" E
C2	62.00	115.32	106°34'17"	60.40	S 30°18'30" E
C3	30.00	27.00	53°17'00"	26.91	S 61°54'12" E
C4	1025.00	118.99	6°36'59"	118.89	S 31°00'00" E
C5	1025.00	228.47	13°00'00"	228.99	S 04°02'22" E

CURVE DATA TABLE

Curve	Radius	Length	Delta	Chord	Chord Bear.
C6	73.00	114.67	90°00'00"	103.34	S 82°43'44" W
C7	30.00	98.79	16°43'23"	98.49	S 62°36'24" W
C8	1025.00	238.14	13°18'42"	237.97	S 28°36'12" E
C9	1025.00	118.18	6°36'59"	118.11	S 23°16'42" E
C10	1025.00	232.77	11°20'00"	232.43	S 14°18'54" E
C11	1025.00	457.32	24°28'44"	434.01	S 00°47'13" E
C12	975.00	374.69	22°00'39"	372.39	N 10°09'27" W
C13	975.00	119.82	7°02'49"	119.54	N 03°27'22" W
C14	975.00	107.89	6°02'29"	107.64	N 10°09'59" W
C15	975.00	25.00	1°28'00"	25.00	N 14°03'16" W

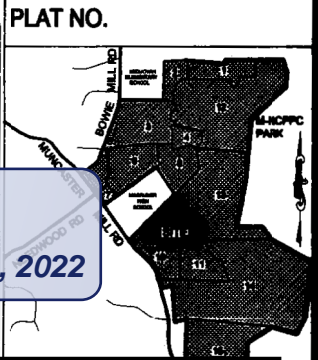
CENTERLINE STORM DRAIN EASEMENT LINE TABLE

Course	Bearing	Distance
E1	N 49°58'11" E	52.96'
E2		53.96'
E3		53.96'
E4		53.96'

REVIEWED
 By Michael Kyne at 12:36 pm, May 13, 2022

NOTES (CONT):

- 5) PUBLIC WATER THIS SUBDIVISION SEWER IS PLAN ARE DESIGNATED BY THIS SUBDIVISION AFFECTING TITLE OR TO DEPICT OR NOTE ALL MATTERS AFFECTING TITLE.
- 6) THE PROPERTY SHOWN HEREON IS SUBJECT TO THE MONTGOMERY COUNTY FOREST CONSERVATION LAW, WHICH APPLICABLE AGREEMENTS PRIOR TO RECORDING THIS PLAT IS REQUIRED TO REPLACE AN EXAMINATION OF TITLE OR TO DEPICT OR NOTE ALL MATTERS AFFECTING TITLE.



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF AND INFORMATION, AND THAT IT IS A SUBDIVISION OF THE LANDS CONVEYED BY HENRY F. BRANDENSTEIN, EAC, ET AL, TO BM BOWME MILL LLC, DATED JANUARY 28, 2010, RECORDED IN LIBER 41162 AT FOLIO 081; AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND.

I FURTHER CERTIFY THAT ONCE ENGAGED AS DESCRIBED IN THE OWNER'S CERTIFICATE HEREON, ALL PROPERTY CORNERS WILL BE SET AS DELINEATED HEREON AND IN ACCORDANCE WITH SECTION 60-3-40(a) (2) OF THE MONTGOMERY COUNTY CODE.

THE TOTAL AREA OF THIS PLAT IS 1,285,468 SQUARE FEET OR 29.2611 ACRES OF LAND, OF WHICH 100,000 SQUARE FEET OR 2.2854 ACRES IS DEDICATED TO PUBLIC USE BY THIS PLAT.

ERIC V. DAY
 PROFESSIONAL LAND SURVEYOR
 MARYLAND REGISTRATION NO. 10771

APPROVED
 Montgomery County
 Historic Preservation Commission

[Signature]

OWNER'S CERTIFICATE

WE, THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, HEREBY ADOPT THIS PLAT OF SUBDIVISION, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, DEDICATE THE STREETS TO PUBLIC USE, AND GRANT TO MONTGOMERY COUNTY, MARYLAND, EASEMENTS, TWENTY-FIVE (25) FEET WIDE, ADJACENT, PARALLEL, AND CONTIGUOUS TO THE DEDICATED RIGHT-OF-WAY LINES. EASEMENTS SHALL BE AUTOMATICALLY EXTINGUISHED AFTER ALL REQUIRED PUBLIC IMPROVEMENTS (INCLUDING THE ROAD) HAVE BEEN LAID OUT AND ACCEPTED FOR MAINTENANCE BY MONTGOMERY COUNTY OR OTHER APPROPRIATE PUBLIC AGENCY.

WE HEREBY GRANT TO THOSE PARTIES LISTED IN THAT CERTAIN DECLARATION RECORDED IN LIBER 3884 AT FOLIO 457 AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, PUBLIC UTILITY EASEMENTS, DESIGNATED HEREON AS "P.U.E.", SUBJECT TO THE TERMS AND PROVISIONS FOR PUBLIC UTILITY EASEMENTS INDICATED WITH SAID DECLARATION.

WE HEREBY GRANT TO MONTGOMERY COUNTY, THEIR SUCCESSORS AND ASSIGNS, PUBLIC IMPROVEMENTS EASEMENTS, DESIGNATED HEREON AS "P.I.E." IN ACCORDANCE WITH THE TERMS AND CONDITIONS FOUND RECORDED IN LIBER 3884 AT FOLIO 457.

WE HEREBY ESTABLISH EGRESS AND EGRESS EASEMENTS, INDICATED HEREON AS "E.E.", FOR THE USE OF ALL ADJUTING LANDS.

WE HEREBY GRANT TO MONTGOMERY COUNTY MARYLAND STORM DRAIN EASEMENTS (INDICATED HEREON AS "M.D.E.") FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR AND RECONSTRUCTION OF PUBLIC STORM DRAIN WITHIN THIS SUBDIVISION.

WE HEREBY ESTABLISH EASEMENTS FOR THE USE OF HOME OWNERS ASSOCIATION (INDICATED HEREON AS "H.O.A.") FOR THE INSTALLATION, MAINTENANCE, OPERATION, REPAIR AND REPLACEMENT OF PRIVATE STORM DRAIN SYSTEMS.

WE HEREBY ESTABLISH 8 FOOT SIDEWALK EASEMENT FOR THE HOME OWNERS ASSOCIATION (INDICATED HEREON AS "H.O.A.") FOR ACCESS TO PARCELS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z.

IF ANY PART OF THIS SUBDIVISION, WE, OUR SUCCESSORS AND ASSIGNS, SHALL CAUSE PROPERTY CORNER MARKERS TO BE SET BY A REGISTERED MARYLAND LAND SURVEYOR, IN ACCORDANCE WITH SECTION 60-3-40(a) OF THE MONTGOMERY COUNTY CODE.

IF THERE ARE NO SETS, ACTIONS AT LAW, LEASES, LIENS OR TRUSTS ON THIS PROPERTY, EXCEPT A STAMEN DEED OF TRUST RECORDED AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MD AT LIBER 4116, FOLIO 072, AND ALL PARTIES IN INTEREST THEREIN TO HAVE INDICATED THEIR AGREEMENT BELOW.

FOR BM BOWME MILL LLC,
 STEVEN B. ALLOY, MANAGER
 DATE: 3/10/21

FOR BRANCH BANK AND TRUST COMPANY,
 CLARE M. CLINE, TRUSTEE
 DATE: 3/10/21

FOR THERA E. EMERY, TRUSTEE
 DATE: 3/10/21

MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
 MONTGOMERY COUNTY PLANNING BOARD

APPROVED: _____

CHAIRMAN ASST. SECRETARY TREASURER

M-NCP&PC RECORD PLAT FILE NO. _____

MONTGOMERY COUNTY, MARYLAND
 DEPARTMENT OF PERMITTING SERVICES

APPROVED: _____

BY: _____ DIRECTOR

PIA No. _____

RECORDED

DATE _____

PLAT NO. _____

Dewberry
 203 Perry Parkway, Suite 1
 Gaithersburg, MD 20877-2169
 301-948-8300 Fax: 301-258-7607

PLAT NINE
PRESERVE AT ROCK CREEK
 LOT 3-5, BLOCK A, PARCEL A & LOTS 1-19, BLOCK D,
 PARCEL A, BLOCK E & PARCELS G, F & LOTS 16-18, BLOCK B
 OLNEY (8th) ELECTION DISTRICT - MONTGOMERY COUNTY, MARYLAND
 SCALE: 1"=100' DATE: NOVEMBER 2009

REVIEWED

Property Owner Name: By Michael Kyne at 12:33 pm, May 13, 2022
 Address: Eugene B. Casey Trust, 8607 Manchester Mill Road, Gaithersburg, MD 20878
 Year: _____

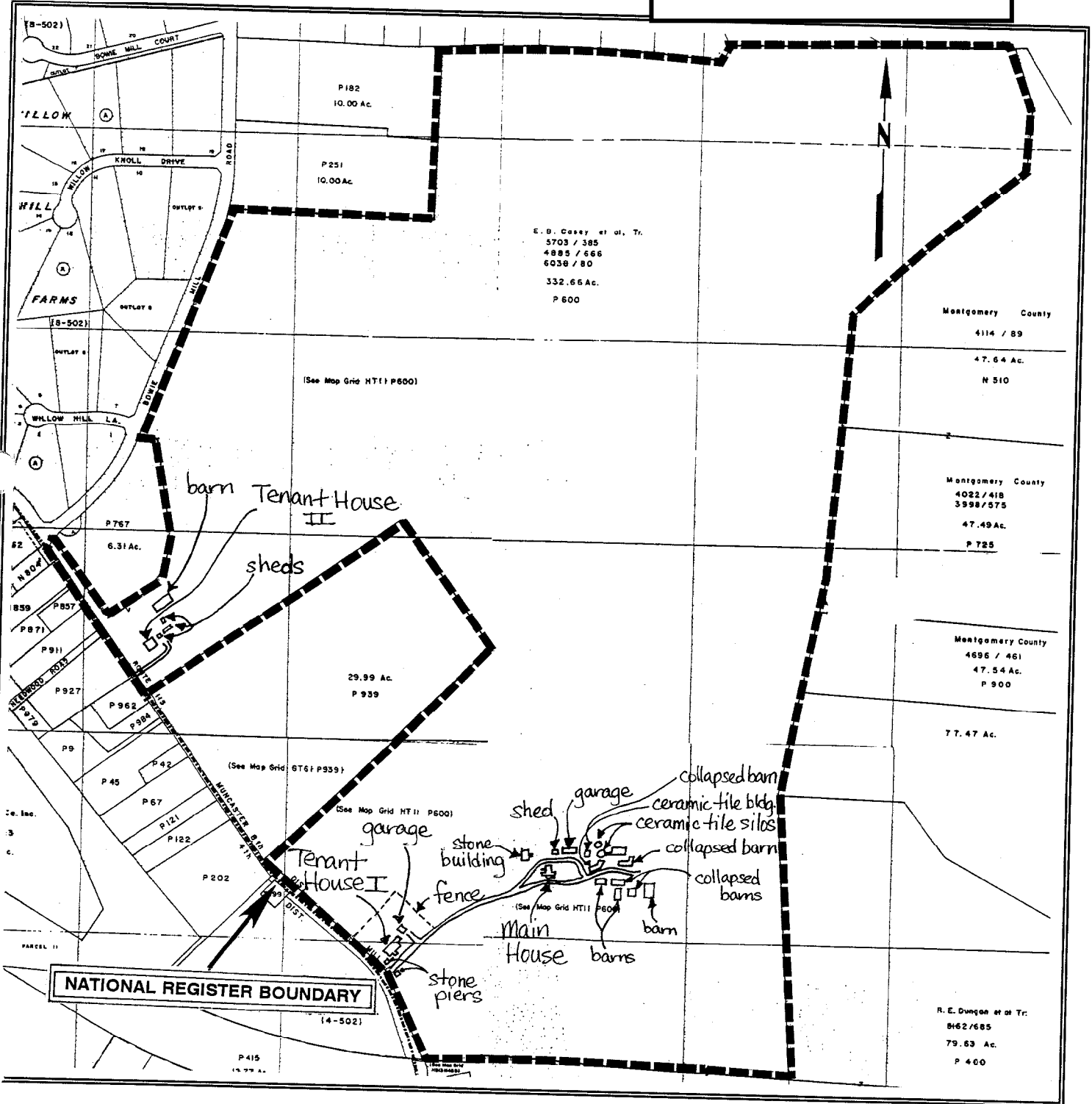
APPROVED

Montgomery County
 Historic Preservation Commission

33, A7.22)

[Handwritten Signature]

Resource Sketch Map and National Register Boundary Map:



Preparer:
 P.A.C. Spero & Company
 October 1996