

## HISTORIC PRESERVATION COMMISSION

Marc Elrich County Executive Robert Sutton Chairman

Date: September 19, 2023

## **MEMORANDUM**

TO:	Rabbiah Sabbakhan
	Department of Permitting Services
FROM:	Michael Kyne
	Historic Preservation Section
	Maryland-National Capital Park & Planning Commission
SUBJECT:	Historic Area Work Permit: #1041891 - After-the-fact fence installation and tree removal.

The Montgomery County Historic Preservation Commission (HPC) has reviewed the attached application for a Historic Area Work Permit (HAWP). This application was <u>Approved with two (2) conditions</u> at the September 6, 2023 Historic Preservation Commission meeting.

## **Conditions:**

- 1. The applicant shall paint the new post and board fence white or black and the new sections of picket fence white.
- 2. The applicant shall plant two canopy trees on the property.

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:	John S. King and Maria C. Jackson
Address:	19924 White Ground Road, Boyds

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 <u>michael.kyne@montgomeryplanning.org</u> to schedule a follow-up site visit.



## Kyne, Michael

From:	John King <jboyds60@outlook.com></jboyds60@outlook.com>		
Sent:	Thursday, September 14, 2023 8:28 PM		
То:	Liebertz, John; Kyne, Michael		
Cc:	Maria Jackson		
Subject:	19924 White Ground Road, Boyds		

## [EXTERNAL EMAIL] Exercise caution when opening attachments, clicking links, or responding.

Hello,

I'm writing confirm that we will comply with the conditions for our HAWP, including the requirement that the fence be painted within 45 days:

- 1. The applicant shall paint the new post and board fence white or black and the new sections of picket fence white.
- 2. The applicant shall plant two canopy trees on the property

Sincerely,

John King and Maria Jackson 19924 White Ground Road

> **REVIEWED** By Michael Kyne at 2:07 pm, Sep 19, 2023

APPROVED **Montgomery County Historic Preservation Commission** RAME L. MA

HISTORIC	PLICATION FO CAREA WORK C PRESERVATION COMM 301.563.3400	<b>VERMIT</b>		
Name:	E-mai	l:		
Address:	City: _	Zip:		
Daytime Phone:	Tax A	ccount No.:		
AGENT/CONTACT (if applicable):				
Name:	E-mai	l:		
Address:	City: _	Zip:		
Daytime Phone:	Contra	tractor Registration No.:		
LOCATION OF BUILDING/PREMIS	E: MIHP # of Historic Prope	erty		
map of the <b>REVIEWED</b> locumer	No/Indi nd Trust/Environment al Ea ntation from the Easement 7 pm, Sep 19, 2023 evie	vidual Site Name asement on the Property? If YES, include a t Holder supporting this application. ews Required as part of this Application?		
Building Number:	Street:	Montgomery County Historic Preservation Commission		
Town/City:	Nearest Cross Stre			
Lot: Block: TYPE OF WORK PROPOSED: See to for proposed work are submitted	Rame ha Matta			
<b>be accepted for review.</b> Check all New Construction Addition Demolition Grading/Excavation	that apply: Deck/Porch Fence Hardscape/Landscape Roof	Shed/Garage/Accessory Structure Solar Tree removal/planting Window/Door Other:		

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.

HAWP APPLICATION: MAILING ADDRESSES FOR NOTIFING [Owner, Owner's Agent, Adjacent and Confronting Property Owners]						
Owner's mailing address	Owner's Agent's mailing address					
Adjacent and confronting	Property Owners mailing addresses					
<b>REVIEWED</b> By Michael Kyne at 2:07 pm, Sep 19	9, 2023					
	APPROVED Montgomery County					
	Historic Preservation Commission					

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

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

## **REVIEWED**

By Michael Kyne at 2:07 pm, Sep 19, 2023

APPROVED

Montgomery County

Historic Preservation Commission

Work Item 1:			
Description of Cur	rent Condition:	Proposed Work:	
Work Item 2:			
Description of Cur	REVIEWED	Proposed Work: 2:07 pm, Sep 19, 2023	
Work Item 3:			APPROVED Montgomery County Historic Preservation Commission
Description of Cur	rent Condition:	Proposed Work:	RAMELANTIA

## 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/Exc avation/Land scaing	*	*		*	*	*	*
Tree Removal	*	*		*	*	*	*
Siding/ Roof Changes	*	*	*	*	*		*
Window/ Door Changes	*	*	*	*	*		*
Masonry Repair/ Repoint	*	*	*	*	*		*
Signs	*	*	*	*	*		*

**REVIEWED** 

By Michael Kyne at 2:07 pm, Sep 19, 2023

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Montgomery County Historic Preservation Commission

Ramen Man

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old wire fence note: in backyard wire was rusted, patched welded wire



side farm fence



side farm fence



backyard farm fence

# REVIEWED

By Michael Kyne at 2:07 pm, Sep 19, 2023

APPROVED **Montgomery County** Historic Preservation Commission RAMEL. MATTI

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## VA License #2750 141597 MHIC #128537



OFFICE/YARD ADDRESS: 24520 Frederick Road Clarksburg, MD 20871 www.tricountyfence.com

	Phone: 301-916-2205	Fax: 301-916-06	52
Owner Name:	Maria Jackson	Date:	3/7/2023
Address:	19924 White Ground Rd	Res:	
City, State, & Zip	Boyds, MD 20841	Cell:	240-426-1918

**Tri County Fence and Decks** proposes, subject to acceptance, to sell and install on your property the materials enumerated below: Install approximately 290 linear feet of 4' high galvanized farm fence and approximately 6 linear feet of 3' high pressure treated Colonial Gothic Picket fence. Remove approximately 3 linear feet of neighbor's fence and install one (1) 3 hole end posts. Farm fence will be constructed using 2x4 Redbrand wire on 4x4 pressure treated posts with a 1x4 fascia board and a 1x6 top trim board. Posts will have dry pack concrete at the base and black vinyl post caps. Colonial Gothic Picket fence will be constructed using 1x4 pickets on (2) 2x4 runners with 4x4 colonial gothic posts. Posts will have dry pack concrete at the base. Price includes the Montgomery County fence permit and scheduling Miss Utility prior to installation.

Fencing Material	Farm Fence / Pressure Treated Pine							
Fence Style	Farm Fence / Colonial Gothic Picket							
Total Linear Footage	290 / 6	Removal	3					
Gate Posts	n/a	Line Posts	4x4			Price Quote Valia	for 15 Days	
Height	4' / 3'	Rails	(2) 2x4				1 joi <u>15</u> Duys	
Pickets	1x4 CG	Color	Natura	I				
		_				Customer assumes full re		
Total Sale		•		3,	,481.00 location of property line		s and placement of	
Down Payment 1/3		\$		1,	160.33	fence		
Due Upon Delivery of Mate	erials 1/3	\$		1,	160.33			
Balance <b>REVIEW</b>	FDion	\$		1,	160.34			
SPECIFIC By Michael	Kyne at 2	aterials for o	ne (1) year.	See Limit	ed Warranty on re	h standard practice. Fence verse side.		
HOMEOWNERS: Do not si the right to rescind this ore						PROVED	nature. You have your are over 65	
years of age at the time of							aryland Home	
Improvement Commission				-	Montgomery County			
		nce payable to <b>TRI COUNTY FENCE A</b>				ervation Commission	th will be charged on	
all past due accounts. Fina							ent to foreman on	
the day of completion. A 3						1		
I have read the above specifications, payment arrangements and backside Approximate Starting Date: 6-8 weeks Approxim				FIA MATTIA	PLEASE INITIAL			
Approximate Starting Date:		6-8 wee	ks	Approxim	/ Cl////=	- M_/V//////	1-2 days	
(from receipt of contract)								
Salesperson		Bruce Riley		PURCHAS	D BY:		4	
License Number		102033	i	Customer	s Signature:			
Date				Please Pri	nt Name			

\* Payments can be made with check, Visa/Mastercard, or cash. Please contact office with credit card information.

#### TERMS

ACCEPTANCE: The above proposal when accepted by TRI COUNTY FENCE AND DECKS at the main office becomes a contract between two parties.

All materials remain the property of TRI COUNTY FENCE AND DECKS until payment of this contract is made in full and any recovery, including Attorney and Court costs will be borne by the contractee in the event of collection by litigation. No warranty is honored unless the contract is paid in full. In case Payment is not made as specified in TERMS OF PAYMENT, TRI COUNTY FENCE AND DECKS reserves the right to repossess all materials used on this job without recourse. Also, finance charges will be added to the prevailing rates. (Annual percentage rate is 24%. Deposits are used for planning, engineering, administrative and procurement costs and are taken on good faith and are not refundable.) FXTRAS:

In consideration of the price herein quoted, the purchaser agrees that the fence area will be clear of all obstructions. The price herein named does not contemplate the encountering of rock, swampy conditions, or boulders larger than the hole to be dug. If these conditions are encountered and it is necessary to drill for the setting of posts or to furnish extra large or deep foundations for the posts or to perform any extra labor such as clearing the area, etc., a charge of such extra materials or labor will be made. If hard digs are necessary, a charge of \$25 per hole will be charged. TRI COUNTY FENCE AND DECKS is not responsible for any underground obstructions such as pipe, cables, septic tanks and fields, sprinkler lines or heads, waterlines that feed a swimming pool or other structures, unmarked underground electric wires such as power to lamp posts, yard/walkway lighting, wiring for pools, sheds, etc., or any damage to pool covers.

#### DELAYS:

Contracts which include erection are taken on condition that the entire work be erected without interruption. If it is necessary to make more than one trip to complete the erection on account of changes or delays on the part of purchaser, an extra charge will be made to cover the additional expense involved. Completion of contracts is largely altered by weather, soil conditions, seasonal business trends, availability of materials and labor, and inspections. Inclement weather can delay an installation and result in the installation being rescheduled, even if the project has begun. All work, as nearly as possible, will be completed to the wishes of the customer, however, the Contactor cannot be held responsible for unavoidable delays.

#### MEASURMENTS:

Measurements of the fence, together with a diagram, shall be furnished by TRI COUNTY FENCE AND DECKS unless other arrangements are made at the time of signing this proposal. More or less, materials other than the amount contracted for will be debited or credited at current rates. TRI COUNTY FENCE AND DECKS does not assume any responsibility for any infraction whatsoever of property lines. If you do not know the exact markers of your property, it is advisable, where necessary, to have your lot surveyed and marked prior to start of work.

#### CHANGES:

No change in measurement will be allowed except at prices mutually agreed upon, in writing, at the time these changes are made. Proposal is only for work according to the original specifications herein. Alteration in plans or additional work must be agreeable to both parties and any extra work or materials will be charged additionally according to accepted rates for such work and materials. All changes must be approved by the office of the Company. This agreement as set forth constitutes the entire contract and no other agreement either expressed or implied will be validated. No Employee other than an Officer of TRI COUNTY FENCE AND DECKS is authorized to make any exceptions herein.

#### GENERAL:

Proper insurance is carried by this Company to cover the workmen and equipment. We cannot, however, recommend too strongly that children or unauthorized personnel be kept away from tractors and trucks and away from the area of work to avoid any unnecessary injury, as we do not assume liability. All agreements are contingent upon strikes, lockouts, riots, fires, acts of God, floods, war, insurrection, embargo restrictions, carrier delays or failure to receive raw material deliveries, or by other causes, whether of like or different nature beyond our control.

TRI COUNTY FENCE AND DECKS shall be excluded from any and all suits, prosecutions and claims for alleged injury to persons on property.

s specifically ordered to follow grade.

**REVIEWED** rstanding between the parties, and there are no verbal agreements or representations in connection therewith. No employee is This propo authorized upon by ov By Michael Kyne at 2:07 pm, Sep 19, 2023 All dimens

n to either contract or warranty. An oral statement by any company employee does not constitute a warranty and will not be relied

#### imate and will vary per job.

#### WARNING:

Fence to fo

Purchaser agrees to keep children and pets away from work area and to inspect and clean a area, especially before using rotary lawnmowers, which could propel a nail or scrap into a le

### CONTRACTORS LIMITED WARRANTY:

TRI COUNTY FENCE AND DECKS warrants that all work will be performed in a workmanlike acknowledges that wood materials are subject to cracking, splitting, checking, warping, and makes no warranties against the occurrence of such changes in wooden materials. TRI COU warranty verification. All signs must remain in place. Removal of signs may void warranty. PERMITS AND COVENANTS:

Seller will comply with all local requirements for building permits, inspections, and zoning. harmless Seller in the event of conflict with the restrictive covenants. Purchaser may grant SUBSTANTIAL COMPLETION:

Purchaser agrees to consider the contract substantially complete when Purchaser has benef Service and punch list work will be performed under the condition of the warranty.

#### NON-COMPLETION OF AGREEMENT:

In the event Buyer prevents Seller from performing the work or otherwise breaches this Agreement after Purchaser's right to rescission has expired, Buyer shall be responsible for all cost of materials, fabrication, labor and administrative expenses associated with preparation and/or performance of the work.

### Customer acknowledges the above written terms

APPROVED Montgomery County

Historic Preservation Commission

RAMPEL./WATTO

wner hereby her, and the Contractor v verification and

ple and pets to use the

the work, and hold ermits on their behalf.

required by local code.

Initial

## Notice of Maryland House Bill 439 Changes to the "Door-to-Door Sales Act"

## NOTICE TO HOMEOWNER

You may not be charged more than one-third of the total amount of the sale before You sign the Agreement. All home improvement contractors and subcontractors must be licensed by the Maryland Home Improvement Commission. Inquiries about the contractor should be transmitted to the Home Improvement Commission, 500 North Calvert Street, Baltimore MD 21202-3651. Telephone (410) 230-6309. <u>www.dllr.state.md.us/license/mhic/</u>

You, the buyer, have the right to rescind this contract 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 signing, by notifying the contractor in writing that your are rescinding the contract. Notification should be sent to: <u>Tri County Fence and Deck, 24520 Frederick Road, Clarksburg</u> <u>Maryland 20871.</u>

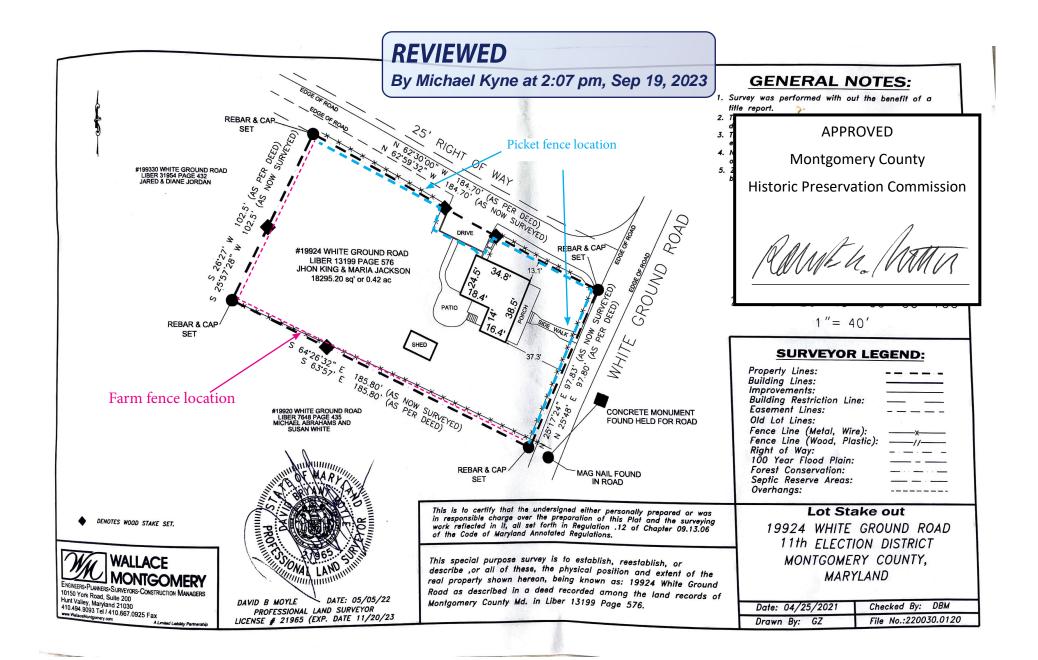
**Initials of Homeowner** 



## ACKNOWLEDGMENT OF BUYERS RIGHT TO CANCEL

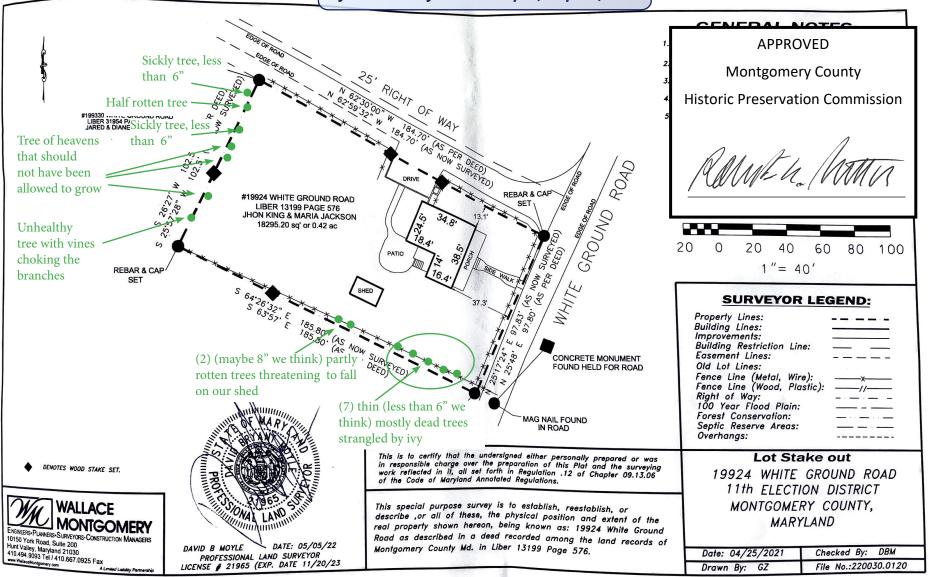
I,\_\_\_\_\_\_, HAVE BEEN PROVIDED NOTICE THAT I HAVE THE RIGHT TO CANCEL THIS TRANSACTION, WITHOUT PENALTY OR OBLIGATION, WITHIN (5) BUSINESS DAYS FORM THE DATE OF THE TRANSACTION, OR, IF I AM AT LEAST SIXTY FIVE (65) YEARS OLD, WITHIN SEVEN (7) BUSINESS DAYS FROM THE DATE OF TRANSACTION.

<b>REVIEWED</b> Check if but By Michael Kyne at 2:07 pm, Sep 19, 2023	ayer is at least Sixty Five (65) years old
(Buyers Signature)	APPROVED
	Montgomery County
	Historic Preservation Commission
	Romen Motton
Tri County Fence	
24520 Frederick Road, Cl	arksburg MD 20871
www.tricounty	fence.com



REVIEWED

By Michael Kyne at 2:07 pm, Sep 19, 2023











backyard circa 1997



backyard trees



rear side trees



middle side trees



note: recent photos with red markings are from tree removal company's estimate

front side trees