



HISTORIC PRESERVATION COMMISSION

Marc Elrich
County Executive

Robert K. Sutton
Chairman

Date: August 15, 2024

MEMORANDUM

TO: Rabbiah Sabbakhan, Director
Department of Permitting Services

FROM: Laura DiPasquale
Historic Preservation Section
Maryland-National Capital Park & Planning Commission

SUBJECT: Historic Area Work Permit # 1078651 - Retroactive fence installation

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 August 14, 2024 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: James Simpson; Builders Fence Company, Agent.
Address: 10410 Fawcett Street, Kensington

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 Laura DiPasquale at 301-495-2167 or laura.dipasquale@montgomeryplanning.org to schedule a follow-up site visit.





APPLICATION FOR HISTORIC AREA WORK PERMIT
HISTORIC PRESERVATION COMMISSION
301.563.3400

FOR STAFF ONLY:
HAWP# 1078651
DATE ASSIGNED

APPLICANT:

Name: James Simpson
Address: 10410 Fawcett St
Daytime Phone: 301-996-4976

E-mail: simpson4976@gmail.com
City: Kensington Zip: 20895
Tax Account No.: 01024683

AGENT/CONTACT (if applicable):

Name: Builders Fence Company
Address: 44330 Mercure Circle, Suite 174
Daytime Phone: 703-820-0967

E-mail: shelly@buildersfenceco.com
City: Sterling, VA Zip: 20166
Contractor Registration No.: 127411

LOCATION OF BUILDING/PREMISE: MIHP # of Historic Property

Is the Property Located within an Historic District? X Yes/District Name Wood & Pauls
No/Individual Site Name

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: 10410 Street: Fawcett St
Town/City: Kensington Nearest Cross Street:
Lot: 7 Block: Subdivision: Parcel:

TYPE OF WORK PROPOSED: See the checklist on Page 4 to verify that all supporting items for proposed work are submitted with this application. Incomplete Applications will not be accepted for review. Check all that apply:

- Checklist of work types: New Construction, Addition, Demolition, Grading/Excavation, 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.

Signature of owner or authorized agent Date 07/16/2024

HAWP APPLICATION: MAILING ADDRESSES FOR NOTIFYING
[Owner, Owner's Agent, Adjacent and Confronting Property Owners]

Owner's mailing address
10410 Fawcett St
Kensington, MD 20895

Owner's Agent's mailing address
44330 Mercure Circle, Suite 174
Sterling, VA 20166

Adjacent and confronting Property Owners mailing addresses

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:

Replacing existing wood fence

REVIEWED

By Laura DiPasquale at 2:45 pm, Aug 15, 2024

APPROVED

Montgomery County

Historic Preservation Commission



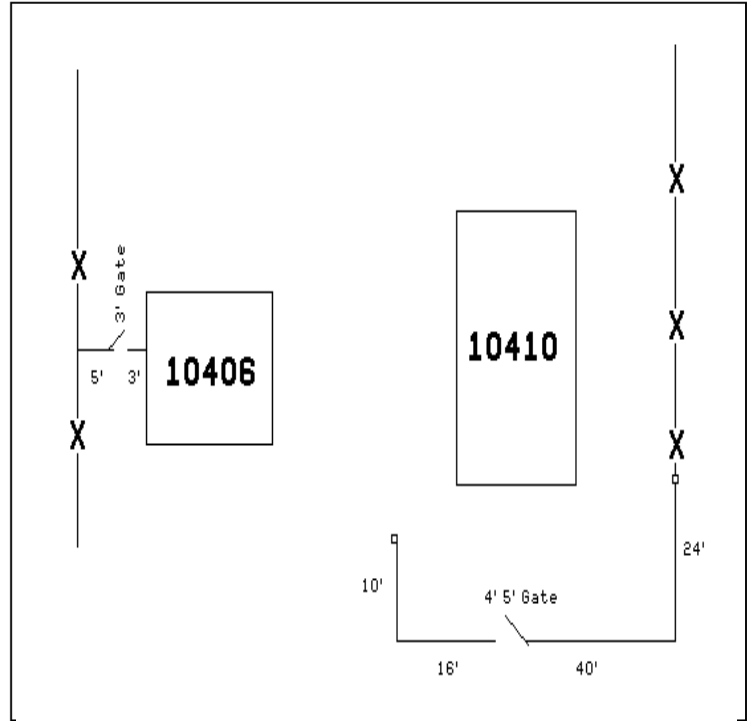
Robert H. Potter

Date: 05/13/2024 Job Number: _____ County: _____
 Name: Jim Simpson
 Address: 5720 Rossmore Drive
 City: Kensington State: MD Zip: 20895
 Job Site Address: _____
 Home Phone: 301-996-4976 Cell Phone: _____
 Email: simpson4976@gmail.com
 Project Description (Goods and Services Sold):

REMOVE AND REPLACE 106.5' L/FT OF 3' HIGH CEDAR 1X4 BLUNT TOP COL/GOTH PICKET FENCE, SPACED +2.5" WITH ONE 3' WIDE AND ONE 4.5' WIDE MATCHING GATES. ALL PRESSURE TREATED 4" LINE AND 6" GATEPOSTS SET IN CEMENT FOOTERS.

MOCO PERMIT INC.
 TOWN OF KENSINGTON BY CUSTOMER

Fence to Meet Pool Code



Grade

Level at Top



Fence to be level with highest grade. (Customer to fill in gaps)

Following Grade



Fence following flow of ground. (Fence will be uneven at top)

Step and Level



Each section to step as dictated by the grade. May result in large gaps under the fence. (Customer to fill in gaps)

Toe Nail



Face Nail



Job Notes:

BFC TO CALL MISS UTILITY

REVIEWED

By Laura DiPasquale at 2:45 pm, Aug 15, 2024

APPROVED
 Montgomery County
 Historic Preservation Commission

Total Contract Price: \$ 3700
(Price valid for 15 Days)
 Deposit: \$ 1235
 Due Upon Substantial Completion: \$ 2465
 Estimated Start Date: 4-5 WEEKS
 Estimated Completion Date: 1-2 DAYS

The projected dates are contingent upon obtaining approved financing, permits, H.O.A., an other conditions beyond Seller's control.

Customer agrees to pay the Total Price for such materials and labor, provided at left. All materials are to be #2 pressure treated southern yellow pine unless otherwise stated. Interest at the rate of 2% per month will accrue on all past due accounts. Builders Fence Company will not accept out of state checks.

BUYERS RIGHT TO CANCEL: If this agreement was solicited at a residence and you do not want the goods or services, you the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See Notice of Cancellation for an explanation of this right.

Acceptance: The construction proposal contained herein, including the specified price, payment terms, construction specifications, and other terms and conditions on the reverse side of this contract, is hereby ACCEPTED.



Builders Fence Company

Buyer(s)

 (Authorized Representative's Signature)

 (Signature) _____
 Date

 Authorized Representative's Printed Name

 (Signature) _____
 Date

TERMS AND CONDITIONS

- 1. Agreement.** This Contract constitutes the entire agreement between Builders Fence Company ("Contractor") and Customer and supersedes all prior discussions, proposals or agreements by and between the parties. Modifications to the terms of this Contract shall only be enforceable if in writing, signed by both parties. Changes to the Construction Specifications and/or price after execution of this Contract shall require a written change order signed by both parties, except as expressly provided for herein. Customer represents and warrants that he/she/they are the owners of the real property identified on the front page of this Contract, upon which the Project shall be constructed, and that they are authorized to enter into this Contract for the improvements described herein.
- 2. Cancellation.** Either party may cancel this Contract without charge or obligation within seventy-two (72) hours after execution (the "Rescission Period") and all amounts paid by Customer to Contractor shall be promptly refunded. No work on the project will begin until after the expiration of the Rescission Period. If Customer cancels this Contract after the expiration of the Rescission Period but before construction begins, Contractor shall be entitled to retain the deposit provided for on page 1 this contract, plus all costs incurred by Contractor prior to Contractor receiving written notice of cancellation from Customer. Once work on the Project has begun, this Contract may not be cancelled, and Customer shall be responsible for the Total Price, even if Customer elects not to have the Project completed. The amounts to be paid or retained by Contractor under this Section shall be deemed liquidated damages, to compensate Contractor for the expenses, lost profits and other amounts incurred, and not as a penalty or forfeiture.
- 3. Site Access, Condition and Restoration.** Customer shall provide Contractor with adequate access to the Project site and all utilities needed to complete the Project. Customer shall be responsible for clearing the entire Project site (including, without limitation, both sides of the proposed fence line, if applicable) of all materials, brush, debris and timbers used to hold back the soil prior to the Estimated Start Date. The Total Price does not include any clearing and any such work shall be billed and paid by Customer at the rate of One Hundred Dollars (\$100.00) per hour. The Total Price assumes that no rock, boulder or other obstructions shall be encountered and that the soils will be of sufficient quality to allow for normal installation processes to be utilized. Customer shall be responsible for all additional labor, materials and equipment required to remove any rock, boulders or other obstructions or to provide such additional foundations for the Project as may be required due to soil conditions. All dirt and other excavated materials shall remain on the Project site and Customer shall be responsible for removing such materials unless otherwise specified herein. Contractor assumes no responsibility for damage to any yard features or landscaping that is moved, disturbed or destroyed during the course of construction. Contractor shall have no obligation to repair or replace yard features, or to reseed or sod the yard. Customer shall be responsible for backfilling any gaps located at the bottom of the fence due to variations in grade.
- 4. Fence Location and Property Boundaries.** Customer bears sole responsibility for the location of the fence. Contractor is not responsible for determining property lines, boundaries, set-backs or easements and is not responsible for any costs associated with removing or replacing any fence that is deemed to be built outside of the property boundaries or found to encroach within set-backs or easements.
- 5. Project Completion and Acceptance.** The Project shall be deemed completed upon the Contractor's delivery of a Completion and Acceptance Notice which is attached to the invoice. The Project shall be deemed completed by Contractor and accepted by Customer, unless, within five (5) days after delivery of Completion and Acceptance Notice, Customer notifies Contractor in writing of Customer's non-acceptance and the reasons for such non-acceptance.
- 6. Permits and Approvals.** Customer shall be responsible for applying for and obtaining any and all required county or other local government permits, approvals and inspections, Home Owners Association approvals, copies of plat, and signed documents required for permits and other applications, except for any permits, approvals and inspections that are required by law to be requested by or in the name of Contractor or as otherwise specifically provided for herein.
- 7. Locating of Utilities.** Contractor shall be responsible for contacting Miss Utility to identify all participating public underground utilities. Customer shall be responsible for locating all non-participating public utilities and all private underground utilities and systems, such as plumbing (including septic systems and lines), gas lines, cable lines, sprinkler systems, lines and components and wiring. Contractor shall not be responsible for any damage to or the cost of repairing utilities or systems that are not properly marked or identified and Customer shall indemnify and hold Contractor harmless for and from any such costs or damages incurred by Contractor or any third-party as a result of such improper marking or identification.
- 8. Delays.** The Estimated Completion Date represents Contractor's best estimate of the time it will take to complete the Project absent any weather delays, interruptions in labor or material supplies, Acts of God, differing site conditions, payment or other defaults by Customer or other unforeseen circumstances. Accordingly, Contractor does not guarantee that the Project will be completed by the Estimated Completion Date, and shall not be responsible for any delays in completing the Project. In addition, the Total Price assumes and is based upon the uninterrupted construction of the Project. In the event Project is delayed due to the actions, failure to act or defaults of Customer, Customer shall pay to Contractor all additional costs incurred as a result of such delays, including, without limitation, a trip fee of \$150 for each additional trip required to complete the Project.
- 9. Insurance.** Customer shall carry fire, windstorm and other necessary insurance for the property upon which the Project is to be constructed. Contractor will carry workers compensation and liability insurance.
- 10. Warranty.** Contractor will provide labor at no cost to the original owner for replacement of materials considered defective by the manufacturer under the terms and conditions of the manufacturer's limited warranty for the period of one (1) year. Contractor's workmanship is warranted against defects for one (1) year from the date of completion of the Project (the "Warranty Period"), which warranty is expressly conditioned on Contractor's nameplate remaining on the structure and Customer properly maintaining the structure for the full Warranty Period. The materials utilized in the construction of the Project are subject to the applicable manufacturer's warranty, if any, and are not warranted by Contractor. Moreover, Customer has been advised and understands that wood is a natural product and, as such, shrinking, warping, cupping and cracking or checking is normal and to be expected, even with proper maintenance. Such conditions are not covered by Contractor's or manufacturer's warranty. THE EXPRESS WARRANTY PROVIDED HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY MADE BY CONTRACTOR TO A MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF EVERY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FITNESS FOR INTENDED USE. CUSTOMER UNDERSTANDS THAT ANY INK, STAMPS OR DRYING MARKS ON THE MATERIAL ARE FROM THE MILL OR MANUFACTURER AND CONTRACTOR IS NOT RESPONSIBLE FOR THEIR REMOVAL. THIS WARRANTY IS NOT EXTENDED TO OWNER PROVIDED MATERIAL OR TO ANY REPAIR WORK.
- 11. Remedies and Limitation of Liability.** If any of Contractor's workmanship proves defective and Customer provides Contractor with written notice of such defect during the Warranty Period and all other conditions for warranty coverage have been satisfied, Contractor shall repair the Project, which shall be Customer's sole and exclusive remedy. In the event the defect is not due to Contractor's workmanship, but rather due to the failure of the Project materials, it shall be Customer's obligation to secure replacement materials and to pursue all material warranty rights, if any, with the material manufacturer(s). In the event of a warranty repair, the Warranty Period shall not be extended. CONTRACTOR'S OBLIGATION TO REPAIR ANY DEFECTIVE WORKMANSHIP, PURSUANT TO THE TERMS OF THIS SECTION, SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL LOSSES OR DAMAGES RELATED TO THE CONSTRUCTION OF THE PROJECT AND CONTRACTOR'S OBLIGATIONS AND PERFORMANCE HEREUNDER. CUSTOMER SHALL NOT BE ENTITLED TO ANY OTHER DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY. Under no circumstances shall Contractor's liability hereunder exceed the maximum of (a) the amount of money actually paid by Customer to Contractor, or (b) One Dollar (\$1.00).
- 12. Customer Default.** If, for any reason, Customer fails or refuses to pay the Total Price, or any portion thereof, pursuant to the Payment Terms provided herein or to perform any of Customer's other obligations hereunder, Customer shall be in default. In such case, Contractor shall be relieved of any further obligation under the terms of this Contract, and shall be entitled to retain all funds paid to it through the date of such default and to the immediate payment of the balance of the Total Price. All materials used in the construction of the Project shall belong to Contractor until customer makes full payment of the Total Price. If Customer defaults upon its payment or other obligations hereunder, in addition to Contractor's other rights under this Contract and Virginia law (including, without limitation, the right to file a mechanics lien), Contractor shall be entitled (a) to remove all materials from Customer's property, in addition to exercising all of its other rights under this Contract and applicable state law, and (b) to recover from Customer all costs, fees and expenses (including all legal fees and costs) incurred by it, whether or not litigation is commenced.
- 13. Applicable Law; Disputes.** This Contract and the rights and obligations of the parties hereunder shall be governed and resolved exclusively by the laws of the Commonwealth of Virginia. Exclusive jurisdiction over any and all lawsuits or other actions filed to resolve any disputes arising out of or in any way related to this Contract or to enforce any right hereunder shall be in the General District and Circuit Courts of Loudoun County, Virginia, to which jurisdiction the parties hereby consent.
- 14. Severability.** It is the parties' intention and agreement that, should a court of competent jurisdiction determine that any provision or portion of any provision contained in this Contract is unenforceable, invalid or void, that the balance of the Contract or affected provision, as applicable, be enforced to the full extent possible consistent with the parties' intentions as expressed herein.

1061896

AMERICAN
TOPOGRAPHIC
ENGINEERS

Surveyors & Topographers

47109

PLAT OF SURVEY
10406 & 10410 Fawcett Street
10' of Lot 6, All of Lots 7&8,
25' of Lot 9
The Subdivision Of Lot 20 And
Part Of The Partition Of Knowles

Es...
&
Co
Pl
De
At

REVIEWED
By Laura DiPasquale at 2:46 pm, Aug 15, 2024

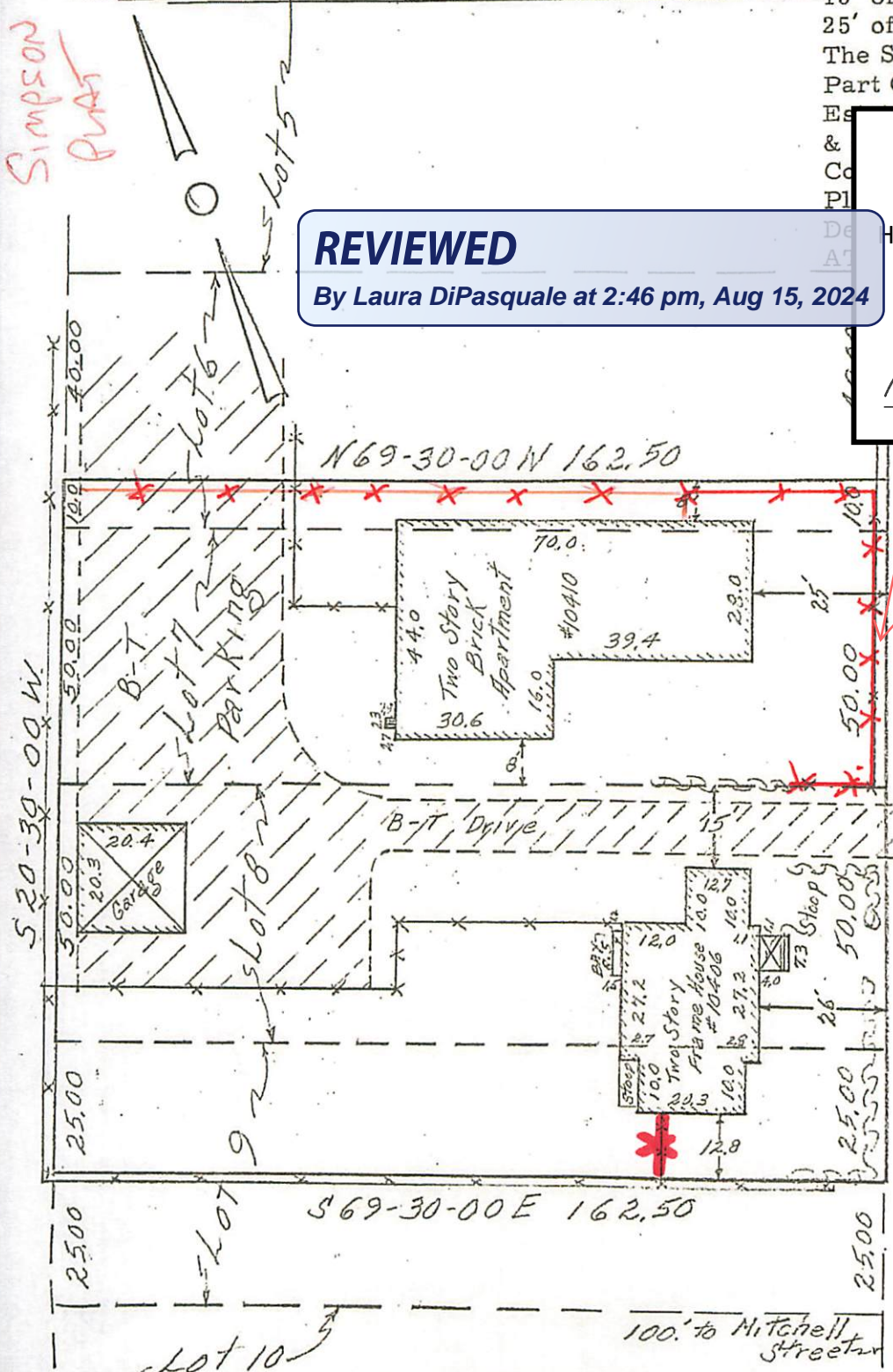
APPROVED
Montgomery County
Historic Preservation Commission

Ronald H. [Signature]

10410 FAWCETT

N 20-30-00 E

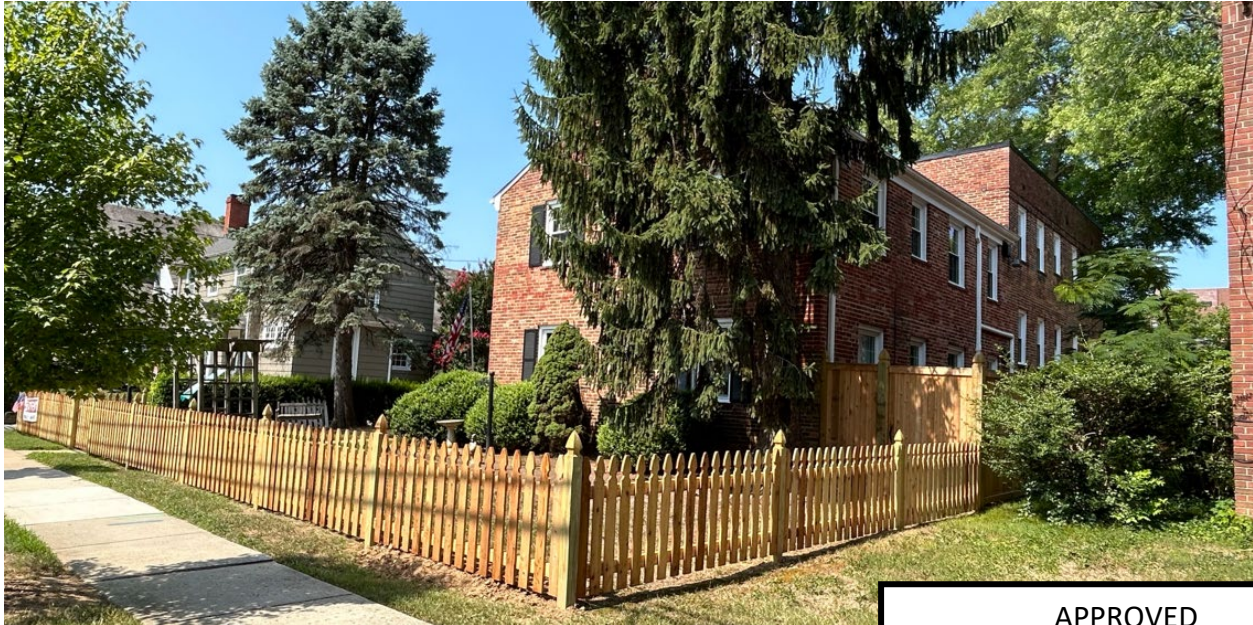
Fawcett Street (N)
Fawcett Avenue (P)



I HEREBY CERTIFY THAT I HAVE CAREFULLY SURVEYED THE ABOVE PROPERTY BY TRANSIT-TAPE SURVEY, LOCATED IMPROVEMENTS THEREON, AND HAVE FOUND IT TO BE AS SHOWN ON THIS PLAT AND THAT THERE ARE NO ENCROACHMENTS EITHER WAY ACROSS PROPERTY LINES EXCEPT AS SHOWN ON SAID PLAT
MD. REG. NO. 1690 VA. REG. NO. 441 FRANK B. LANE, REGISTERED SURVEYOR

Frank B. Lane

Retroactive approval of installed fencing at 10410 Fawcett Street:



REVIEWED
By Laura DiPasquale at 2:46 pm, Aug 15, 2024

APPROVED
Montgomery County
Historic Preservation Commission