


27/2 Milton II/Winslow Farm
16-86



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
8787 Georgia Avenue • Silver Spring, Maryland 20907
(301) 495-4565

March 5, 1986

Mr. Jonn Menke, Director
Montgomery County Department of
Environmental Protection
101 Monroe Street
Rockville, Maryland 20850

RE: Muncaster/Winslow Farm or
Milton II - Atlas Site #27/2
15512 White Willow Lane - Lot 56
Rockville, Maryland

Dear Mr. *Johann* Menke:

On February 27, 1986, the Montgomery County Planning Board held a public hearing, as required under the Moratorium on Alteration and Demolition, Section 24A-10 of the County's Historic Preservation Ordinance, to make a finding on the significance of the Muncaster/Winslow Farm or Milton II, identified as Site #27/2 in the Locational Atlas and Index of Historic Sites in Montgomery County, Maryland.

At the conclusion of the hearing, the Board found that this site, located at 15512 White Willow Lane, would in all likelihood be included in the Master Plan for Historic Preservation. The Board further found in favor of the conditional release of a demolition permit on the house associated with the site which had been extensively damaged by a fire in early January, 1986.

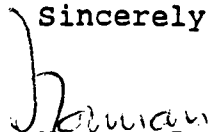
The Board recommends the formal release of the permit under Section 24A-10 (a) (2) of the County's Preservation Ordinance with the following conditions:

- Immediate stabilizing and effective fencing of the remaining associated historic structure -- the fieldstone smokehouse -- to secure it from further damage and vandalism.
- Salvage of architectural features from the main house as directed by the Historic Preservation Commission (HPC).
- Commemoration of the site in accordance with decisions on the pending Amendment to the Master Plan for Historic Preservation, or any further development review of the property, including determinations on appropriate future ownership and maintenance of the site.

The Board has directed Planning Staff to include this site in the forthcoming Amendment to the Master Plan covering sites generally located in the Olney area which is scheduled for public hearing on April 21, 1986. The Board will be working with the HPC and the applicant to arrive at an appropriate commemoration for this site as part of that planning process. Until a final determination is made, the entire 1.31 acre site will be retained on the Atlas and therefore subject to regulation under the County's Preservation Ordinance.

The Board will keep you advised of the status of this site as it proceeds through the designation process. In the interim, if you have any questions on the immediate application or the Board's actions in this matter, please do not hesitate to contact Marty Reinhart at 495-4565.

Sincerely yours,


Norman L. Christeller
Chairman, MCPB

NLC:MR:dws

cc: Historic Preservation Commission ✓
Maryland Historical Trust
Park Historian's Office



Historic Preservation Commission

100 Maryland Avenue, Rockville, Maryland 20850
279-1327

APPLICATION FOR HISTORIC AREA WORK PERMIT

TAX ACCOUNT # 2371227
 NAME OF PROPERTY OWNER The Winslow Corporation/Tartan Development of Md., Inc. TELEPHONE NO. (301) 681-9365
 (Contract/Purchaser) (Include Area Code)
 ADDRESS 11120 New Hampshire Avenue, Silver Spring, Md. 20904
 CONTRACTOR Tartan Development of Md., Inc. TELEPHONE NO. (301) 681-9365 ZIP
 CONTRACTOR REGISTRATION NUMBER 2681
 PLANS PREPARED BY KRESS COX ASSOCIATES TELEPHONE (301) 965-7070
 (Include Area Code)
 REGISTRATION NUMBER 3889-R

LOCATION OF BUILDING/PREMISE

House Number 4866 Street Sweetbirch Drive
 Town/City Rockville Election District 8
 Nearest Cross Street Muncaster Mill Road
 Lot 56 Block 12 Subdivision Norbeck Manor
 Liber _____ Folio _____ Parcel _____

- 1A. TYPE OF PERMIT ACTION: (circle one)
 Construct Extend/Add Alter/Renovate Repair Wreck/Raze Move Install Revocable Revision
 Circle One: A/C Slab Room Addition
 Porch Deck Fireplace Shed Solar Woodburning Stove
 Fence/Wall (complete Section 4) Other _____
- 1B. CONSTRUCTION COSTS ESTIMATE \$ 70,000
- 1C. IF THIS IS A REVISION OF A PREVIOUSLY APPROVED ACTIVE PERMIT SEE PERMIT # _____
- 1D. INDICATE NAME OF ELECTRIC UTILITY COMPANY PEPCO
- 1E. IS THIS PROPERTY A HISTORICAL SITE? YES

PART TWO: COMPLETE FOR NEW CONSTRUCTION AND EXTEND/ADDITIONS

2A. TYPE OF SEWAGE DISPOSAL
 01 WSSC 02 Septic
 03 Other _____

2B. TYPE OF WATER SUPPLY
 01 WSSC 02 Well
 03 Other _____

PART THREE: COMPLETE ONLY FOR FENCE/RETAINING WALL

- 4A. HEIGHT _____ feet _____ inches
- 4B. Indicate whether the fence or retaining wall is to be constructed on one of the following locations:
 1. On party line/Property line _____
 2. Entirely on land of owner _____
 3. On public right of way/easement _____ (Revocable Letter Required).

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

Steff Madsen, Jr. Sp. VP. 10/15/86
 Signature of owner or authorized agent (agent must have signature notarized on back) Date

APPROVED critium 24A-8(b)(3) For Chairperson, Historic Preservation Commission

DISAPPROVED _____ Signature Rodith Helm Date 11/7/86

APPLICATION/PERMIT NO: 16-86 FILING FEE: \$ _____
 DATE FILED: _____ PERMIT FEE: \$ _____
 DATE ISSUED: _____ BALANCE \$ _____
 OWNERSHIP CODE: _____ RECEIPT NO: _____ FEE WAIVED: _____

SEE REVERSE SIDE FOR INSTRUCTIONS

THE FOLLOWING ITEMS MUST BE COMPLETED AND THE REQUIRED DOCUMENTS MUST ACCOMPANY THIS APPLICATION

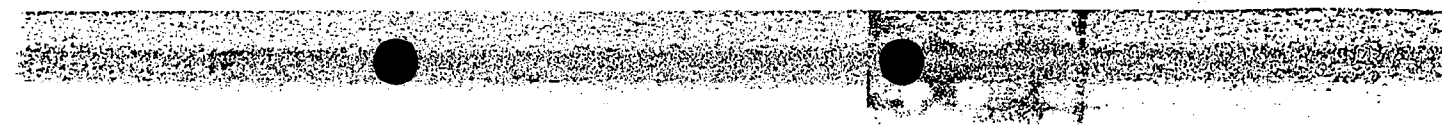
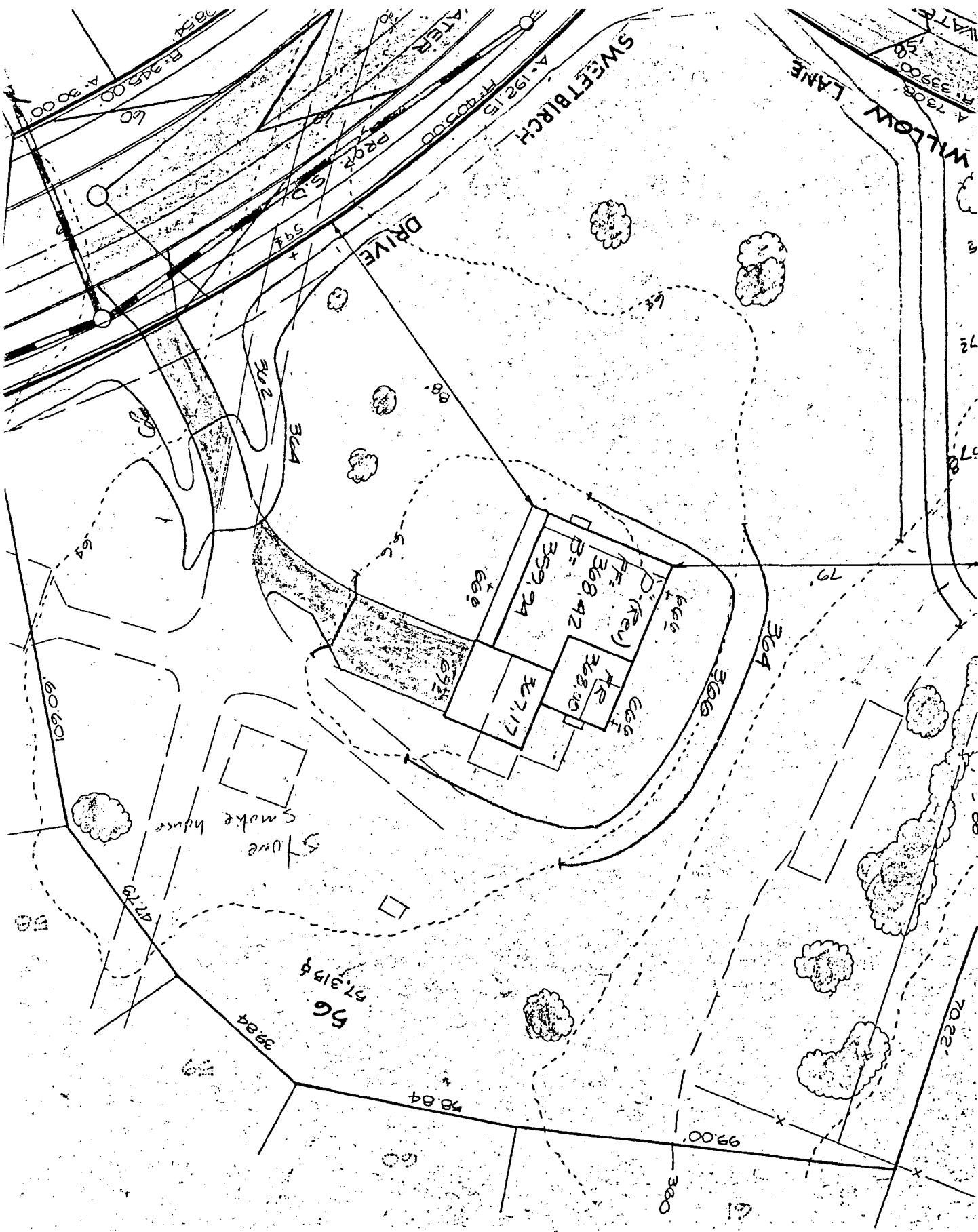
DESCRIPTION OF PROPOSED WORK: (including composition, color and texture of materials to be used):

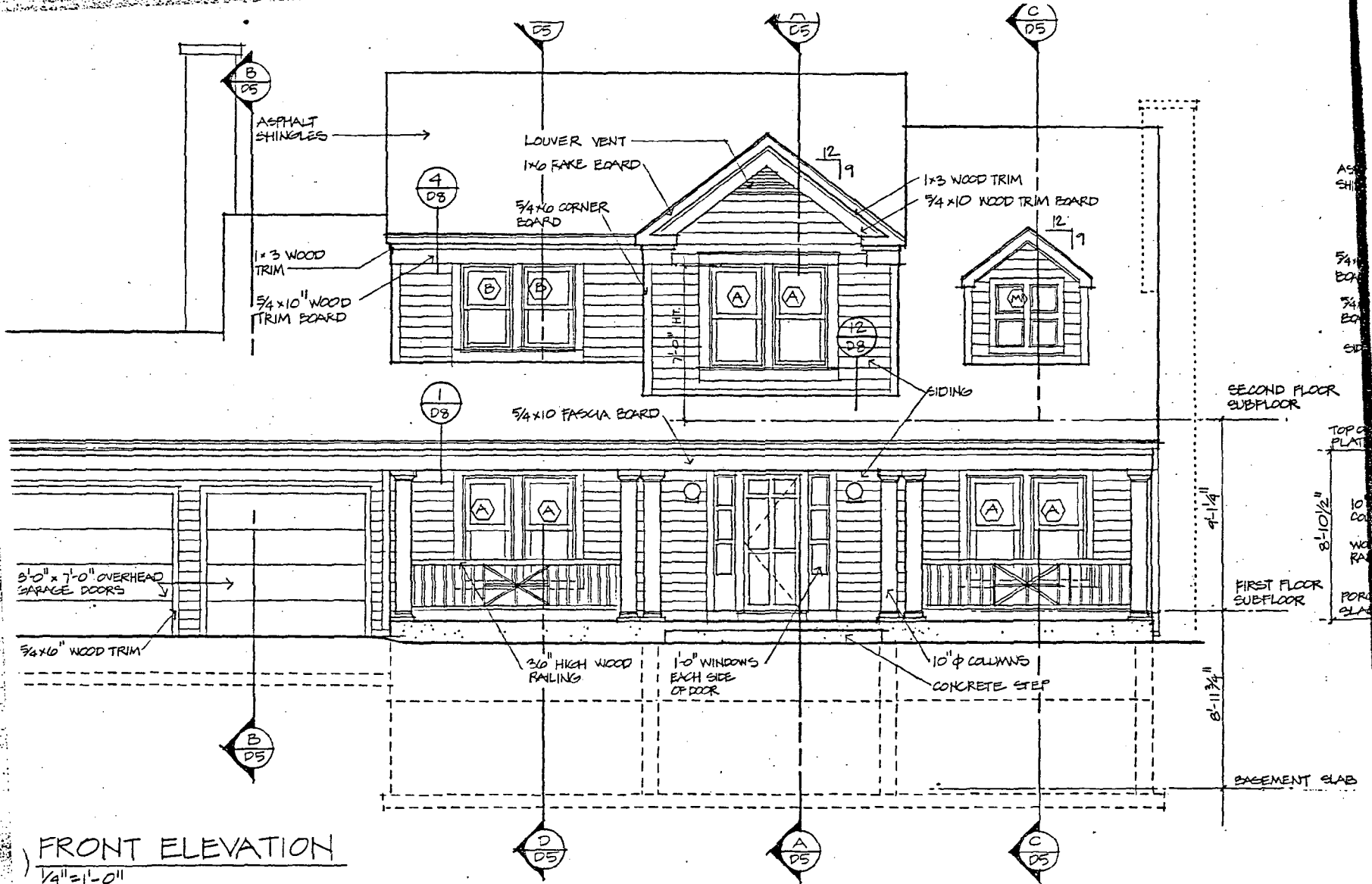
Construct single family dwelling

(If more space is needed, attach additional sheets on plain or lined paper to this application)

ATTACH TO THIS APPLICATION (2) COPIES OF: SUCH SITE PLANS (lot dimensions, building location with dimensions, drives, walks, fences, patios, etc. proposed or existing) and/or ARCHITECTURAL DRAWINGS (floor plans, elevations, etc.), PHOTOGRAPHS OF THE AREA AFFECTED, as are necessary to fully describe the proposed work.

MAIL OR DELIVER THE APPLICATION AND ALL REQUIRED DOCUMENTS TO THE:
HISTORIC PRESERVATION COMMISSION
100 MARYLAND AVENUE
ROCKVILLE, MARYLAND 20850





Montgomery Journal

11/4/86

Notice of Public Hearing
before the Historic Preser-
vation Commission for the
purpose of acting on the
following applications for
Historic Area Work
Permits:

1. Archie Shipe to remove
a recently added rear
porch extension at
26011 Frederick Road,
Hyattstown historic
district.
2. Winslow Corp. for new
construction on the site
of the Muncaster Hou-
se/Milton II, 15512 White

Willow Lane, Rockville,
and to review plans for
stabilization and install-
ing a plaque at the re-
maining stone
smokehouse.

To speak, submit written
comments, or for further
information contact Bobbi
Hahn, 279-2970, at the
Historic Preservation Com-
mission Office, 100 Mary-
land Avenue, Room 412,
Rockville, MD 20850.

November 4, 1986

QAV7800700

Contractor _____
Project Norbeck Manor/Meadowside

CONSTRUCTION CONTRACT

THE WINSLOW CORPORATION
11120 New Hampshire Ave., Ste. #402
Silver Spring, Maryland 20904
(301) 681-9365

This agreement is made and entered into this _____ day of _____, 19____, by and between The Winslow Corporation, (hereinafter called Winslow) Maryland Corporation acting as agent for the owner of the premises on which the construction work covered hereby is to be performed, and C & R CONTRACTORS, INC. (hereinafter called the "Contractor").

1. *Scope of Work.* The work to be done by Contractor on the project consists of:

1. Carpentry, replacement of Historic Smokehouse roof structure and stabilization of existing stone foundation. The Historic Smokehouse is located on Lot 56, Block 12 within the Norbeck Manor/Meadowside Subdivision.
2. Contractor will provide all labor, materials, and supervision for the removal of the existing roof structures and the construction of a new roof structure per the plans and specifications.
3. All framing lumber will be supplied by the Contractor. Electricity will be supplied by Winslow, when and where possible, otherwise Contractor will provide his own generators. All timbers, trim, and wood shingles will be supplied by the Contractor.
4. Contractor shall have visited the site and has inspected the Smokehouse and is fully qualified and prepared to commence the work described in this contract.
5. Contractor will supply an adequate number of skilled carpenters to erect the new roof according to the Montgomery County Historic Preservation Commissions standards of quality.
6. Carpenters will be led by a foreman capable of following plans accurately. Carpenter foreman will be on project at all time during construction. Carpenter foreman will be knowledgeable in OSHA safety practices and will comply with all Historic Preservation Commission regulations that apply to this construction. It is acknowledged that the Contractor is responsible for the safety of his forces and will be responsible for all violations caused by them.

Contractor agrees fully to perform all the above described work, in a good and workmanlike manner and in strict compliance with all the regulations, customs, laws and ordinances relating to work of that character; to furnish and pay for all labor, material, tools and equipment necessary to the full completion of work; and to keep accurate records pertaining to, and to make all payments required by any state or federal laws pertaining to payroll taxes and/or deductions of any nature with respect to payments to workmen employed by Contractor, and to furnish Winslow with all guarantees and warranties of the manufacturers of equipment or other items installed; and to obtain and pay for all permits, licenses and fees required to perform the work.

THE WINSLOW CORPORATION

7. Contractor is responsible for checking all of his work for correctness and completion and to insure that all construction is according to size as shown on the plan.

8. Contractor is responsible to insure that all work is performed in a workmanlike manner.

9. Contractor is responsible for his work until accepted by Winslow and the Historic Preservation Commission. Contractor shall keep the existing guard fence locked.

10. Contractor shall supply wood shingles to match the original wood shingles. The new shingles will be matched in like kind including manufacturing process and size.

11. It is the intent of this work to replace the roof as similar to the original roof design as possible.

12. The Contractor shall point up the existing foundation wall with a mortar mix to be approved by the Historic Preservation Commission and will stabilize the remaining walls with additional structural members as necessary. All additional structural or shoring members shall be constructed within the Smokehouse and shall be constructed to remain in place permanently.

13. Contractor shall be responsible for cleaning up all scrap material created by him and for leaving the site clean.

14. Contractor shall remove all trash and waste materials from the site. Debris shall be hauled on site or into a dumpster (supplied by Winslow) by the Contractor.

15. Contractor shall be required to keep his equipment free from distributing mud and/or muck on streets, parking areas, paved streets and areas outlined by Winslow's Construction Manager. Any cost which is incurred by Winslow shall be charged to the responsible Contractor.

16. Contractor shall be responsible for equipment necessary to do the work as set forth in this contract.

17. Contractor shall furnish all rough hardware items, including but not limited to the following: wooden pegs, screws, glue, galvanized common, finish and box nails.

SUM TOTAL: _____

By: _____
THE WINSLOW CORPORATION

By: _____
Contractor

Date: _____

Date: _____

THE WINSLOW CORPORATION

18. Contractor is to provide and supervise labor and equipment necessary to facilitate the satisfactory unloading and storage of all materials related to his work.
19. Contractor shall schedule and make all inspections as may be required by the Montgomery County Historic Preservation Commission.
20. Contractor shall make all field cuts square and true.
21. Contractor shall reconstruct corners of the structure.
22. Foundation Check: Prior to the erection of the roof, Contractor will repair point up and shore as necessary the existing foundation. Contractor shall notify Winslow's Construction Manager and the Historic Preservation Commission of any deviations from the plan.
23. All work to be per:
 1. Plan
 2. Plan Specifications.
 3. Historic Preservation Commission Specifications.
 4. Structural Engineer
 5. Quality and completion list as may be prepared by Winslow and Historic Preservation Commission.
24. Contractor agrees to carry insurance as required.
25. Smokehouse must be inspected by Winslow and Historic Preservation Commission and any check lists must be completed and signed by both Winslow and the Historic Preservation Commission Contractor before payment will be made.

The price to do this work shall be \$ _____ which includes the new roof system and reconstruction of corners and point up of existing walls. This price includes material, labor and taxes.

The attached proposal is for reference only.

The attached addendums are part of this contract.

SUM TOTAL: _____

By: _____
THE WINSLOW CORPORATION

By: _____
Contractor

Date: _____

Date: _____

2. Contractor agrees that all work done by him on this project shall be completed in strict accordance with the plans, specifications, drawings and details furnished by Winslow (hereinafter called "Architect" or "Engineer") with respect to the project. Deviations by Contractor, in any manner, from the plans and specifications, without written authority from either Winslow, the Architect or the Engineer, are at Contractor's own risk, and Contractor shall be responsible for any and all charges, costs and expenses arising from or connected with any such unauthorized deviation. If either Winslow or the Contractor is to receive any adjustment in the Contract price arising out of any authorized deviation from plans and specifications, the written authorization for such deviation must set forth either the dollar amount by which the Contract price is to be adjusted or the specific method by which any such adjustment is to be ascertained.

3. Contractor shall, at his own expense, provide all material, tools, machinery, implements, scaffolding, skilled or unskilled labor, supervision, and any other item or facility necessary to properly perform the work called for under this Agreement; all of such work shall be performed in a good and workmanlike manner; the Contractor shall at all times coordinate his work with other work on the project, under the general direction of Winslow, the Architect and/or the Engineer; and Winslow, the Architect and/or Engineer shall be the sole judge of whether the work done by Contractor meets workmanlike standards and whether such work is in conformity with the plans and specifications.

4. Contractor shall pay promptly, when due, for all labor and materials used in, or specifically fabricated for, the prosecution of the work and shall indemnify Winslow and the owner against and save them harmless from any and all claims, liens, judgments, damages, costs (including court costs and attorney's fees incurred by Winslow or the owner) and expenses suffered or incurred as a result of Contractor's failure to pay for labor and/or material used in connection with, or specifically fabricated for, the work performed by Contractor hereunder.

5. Contractor expressly agrees to protect, indemnify, and save Winslow and the owner harmless from any and all claims, suits, damages and actions of any kind of description, resulting from an act or omission of the Contractor or any of his subcontractors or any agent, employee or servant thereof, without regard to the party or parties who may suffer, receive or sustain any such damages, and regardless of whether such damages are to property or to persons, including, but not limited to, damages or injuries arising through the use of improper or defective materials or tools, or through the failure to give suitable notice to all parties whose persons, estates, or premises may be in any way interested or affected by the performance of the work contemplated hereunder, or through the failure of the Contractor to pay promptly when due all charges for material and labor, or through lack of adequate supervision, or otherwise. It is expressly understood and agreed that at the option of Winslow either Contractor shall at his own cost defend any and all suits or actions that may be brought against Winslow or the owner by reason of any act or omission described in the preceding sentence, or Winslow or its principal shall have the right to defend same and to charge all costs of such defense to the Contractor.

6. Contractor shall effectually secure and protect his work and shall bear and be liable for all loss or damage of any kind which may happen to the work or any materials to be incorporated therein at any time prior to the final completion and acceptance of the work by Winslow. Neither Winslow nor its principal shall be responsible for any damage done to the work, or to any property of Contractor, unless such damage be caused by willful misconduct or gross negligence of Winslow or its principal.

7. If Contractor (a) shall fail to commence the work within the time required by the provisions hereof; or if Contractor (b) shall, after commencement of the work hereunder, at any time interrupt the continuous prosecution thereof for a period of more than three (3) working days; or if Contractor (c) shall default in the performance of any other covenant or condition hereunder, and shall fail to remedy such default within five (5) days from the date of notice from Winslow requesting compliance with the terms hereof; then, in any such event, Winslow may terminate this agreement by giving notice to Contractor; whereupon this Contract shall be fully terminated and cancelled as to any further rights of

Contractor and Winslow shall have no further obligation whatsoever to Contractor hereunder. In any such event, Winslow may proceed to complete or cause to be completed the work Contractor was obligated to do hereunder in the manner and within the time specified herein, and Contractor shall promptly pay to Winslow upon request therefore the amount of any damages sustained by Winslow or its principal as a result of Contractor's failure to so complete the Contract, including without limitation all costs and expenses incurred by Winslow or the owner in connection with completing the work in the manner and within the time specified herein to the extent that such costs and expenses exceed the unpaid balance of the Contract price specified in paragraph 1 hereof.

The foregoing remedy shall be cumulative and not exclusive of any other remedies of Winslow or its principal at law or in equity.

8. Price above set out includes payment by the Contractor of all sales or other taxes.

9. The Contractor shall carry Workman's Compensation insurance, and public personal and property liability insurance in the minimum amount of \$250,000/\$500,000/\$100,000. Certificates of such insurance must be filed with Winslow prior to performance hereunder and such insurance cannot be cancelled without ten days notice of proposed cancellation having first been given to Winslow by the insurer.

10. The Contractor shall at all times keep the project free from rubbish and debris caused by his operations, and upon completion of the work, shall remove any and all materials, equipment or other items which would constitute an obstruction or hindrance to the completion of the project. Whenever in the opinion of Winslow the project is not free from such rubbish, debris, obstructions or hindrances, Winslow may remove the same and charge the cost thereof to Contractor.

11. All work performed under this Contract will be guaranteed for a period of one year following completion of the work, or if the work is in a building, for one year following completion of that building for occupancy, and Contractor agrees to correct or replace at his own expense any defects or deficiencies therein noted or occurring during said year.

12. Written statements of amount of work completed must be approved by the job superintendent prior to submission of billing to this office for payment. Such statements shall be submitted in duplicate.

13. Ten percent (10%) of each payment applicable to work done will be withheld until thirty (30) days after substantial completion of the project.

14. Bills received the 5th of the month will be paid by the 25th of the month in accordance with paragraph 12 above.

15. Prior to making any interim or other payments to Contractor hereunder, Winslow reserves the right to demand and receive duly receipted bills for all materials and labor in any way entering into the work, and written releases or waivers of liens from all parties having or who may have a lienable claim against Winslow the owner of the project or the property on which the Contractor's work is done; and should Contractor fail to furnish such receipted bills and releases or waivers upon request, Winslow shall have no obligation to make any further payments hereunder until the same are furnished.

Partial payments made for work under this Contract shall not be construed as evidence of the performance, either wholly or in part, of this Contract, and final payment shall not be construed to mean acceptance of defective work or improper materials.

If at any time there shall be evidence of any lien or claim for which, if established, Winslow or the owner of the project might become liable, and which is chargeable to the Contractor, Winslow shall have the right to retain out of any payment then due, or thereafter to become due, an amount sufficient to completely indemnify Winslow and the owner of the project against any such claims or liens.

If the Contractor fails in any way to perform the conditions hereof or fails to pay laborers or suppliers when due or shall become insolvent or shall make an assignment for the benefit of creditors or shall be the subject of voluntary or involuntary petition in bankruptcy, reorganization or bankruptcy arrangement, or shall become involved in labor difficulties, Winslow shall have the right, if it so elects, and without prejudice to any other rights it may have, by giving written

Contractor _____

Project _____

notice of its election to Contractor to take over all work, or any part thereof, and all tools, equipment, material and supplies and finish the work by whatever method it deems expedient. In such event, Contractor shall not be entitled to receive any further payment until the work is finished, and the Contractor shall be held liable for all costs in excess of the unpaid balance attributable to the completion of the work.

16. Contractor agrees that time is of the essence in the completion of the work and agrees to commence and perform the work within the times set forth on the attached time schedule. If, for any reason, the Contractor fails to properly perform the work within such time schedule, such failure shall constitute a breach of contract; provided, however, that if such failure is due to the occurrence of a strike, picket line, or the stoppage of work of other trades on the project, then in that event, Winslow shall have the option (to be exercised, if at all, by written notice to the Contractor) to terminate this Contract.

17. Upon receipt of each payment, Contractor upon request will execute a waiver and release of lien form satisfactory to Contractor and Owner.

18. All notices provided or permitted hereunder shall be in writing and shall be sufficient in all respects if delivered personally or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to Winslow or to Contractor at their addresses stated herein; provided that either party may, by giving notice as herein provided, change the person or address to which notice shall be given to said party.

WITNESS THE EXECUTION HEREOF as of the day and year first above written.

WINSLOW CORPORATION, INC.

CONTRACTOR

By: _____

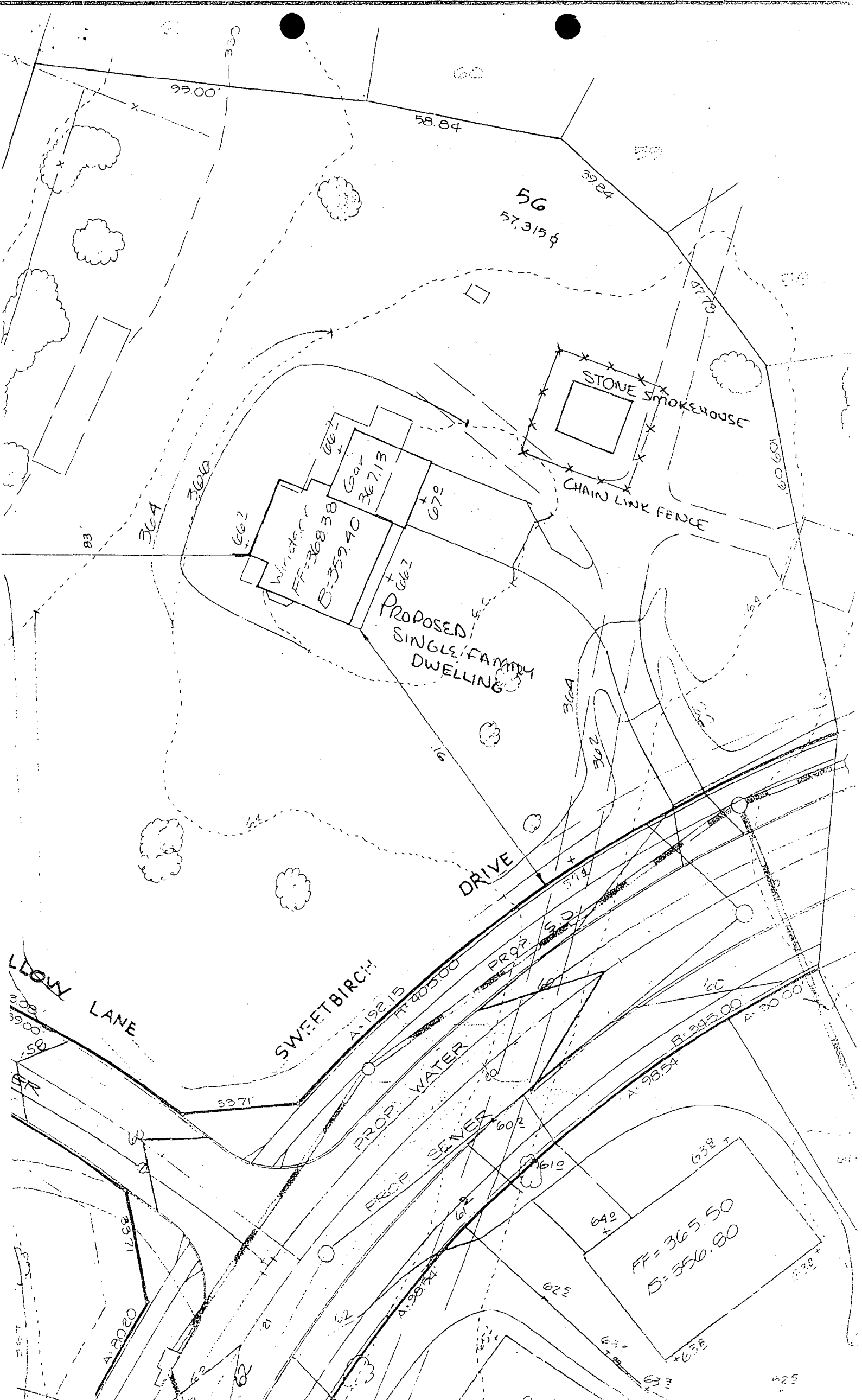
By: _____

11120 New Hampshire Avenue
Silver Spring, Md. 20904
(301) 681-9365

(Address)

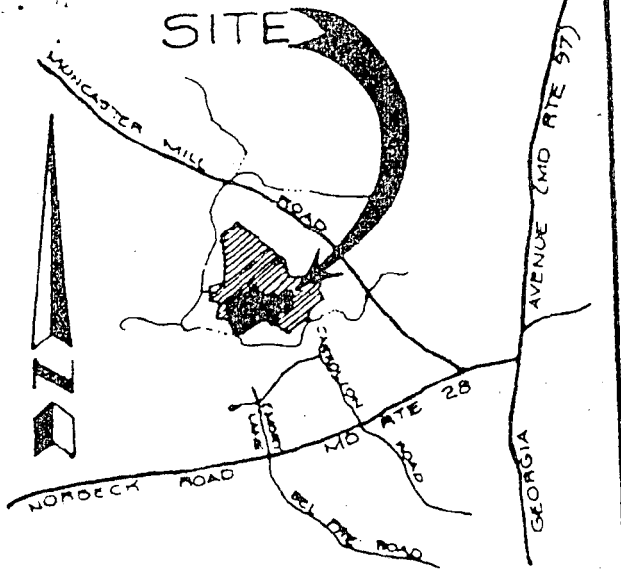
(City) (State)

(Telephone)

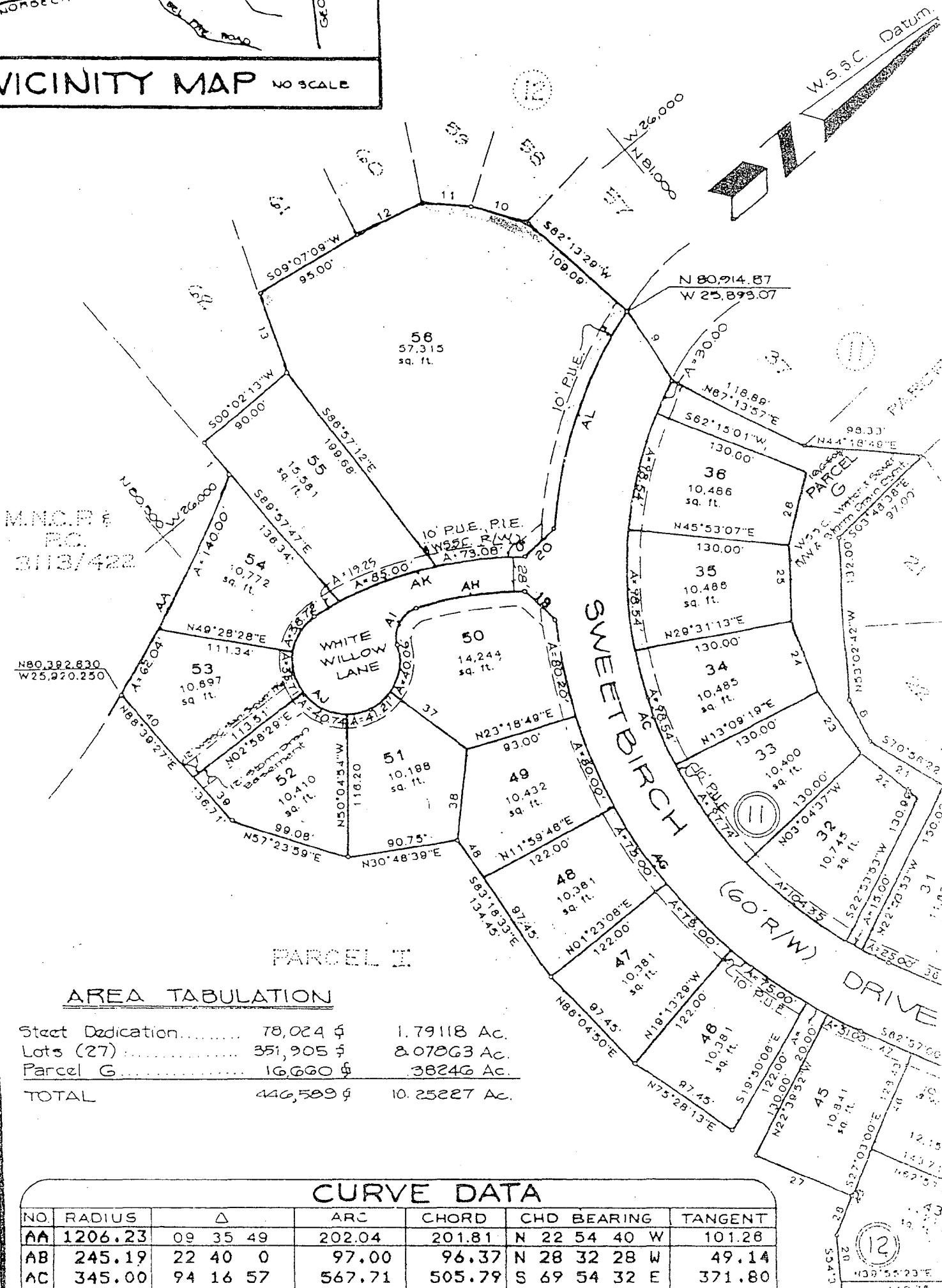


NOTES

1. This plat conforms with Chapter 25A of the Montgomery County Code to provide for the moderately priced dwell units under the Optional Methods of Development
2. This land lies within an approved R-200 cluster development and resubdivision is permitted only in accordance with the land uses indicated in the approved development plan.



VICINITY MAP NO SCALE



M.N.C.P. &
P.C.
3113/422

N80,382.830
W25,920.250

PARCEL I

AREA TABULATION

Street Dedication.....	78,024 sq.	1.79118 Ac.
Lots (27).....	351,905 sq.	8.07063 Ac.
Parcel G.....	16,660 sq.	.38246 Ac.
TOTAL	446,589 sq.	10.25227 Ac.

CURVE DATA

NO.	RADIUS	Δ	ARC	CHORD	CHD BEARING	TANGENT
AA	1206.23	09 35 49	202.04	201.81	N 22 54 40 W	101.26
AB	245.19	22 40 0	97.00	96.37	N 28 32 28 W	49.14
AC	345.00	94 16 57	567.71	505.79	S 69 54 32 E	371.80
AD	25.00	55 34 57	24 25	23.31	S 54 50 29 E	13 13



NORDECK MANOR SECTION 82 (SHEET 2 OF 3)

STONE HOUSE

GAR

D. (REV)

12

GAR

55

52