

37/3-97N 7711 Takoma Avenue
(Takoma Park Historic District)

1 photo &
slides mailed to

August 23, 2001

Brent Hart 202-266-8139
NAHB Production Group
1201 15th St. NW
Washington, DC 20005

They should be returned by Sept 1, 2001

Call

3713-97N

7711 Takoma Avenue

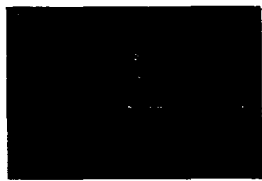
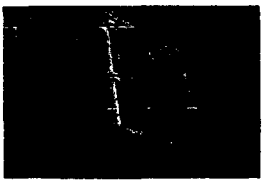
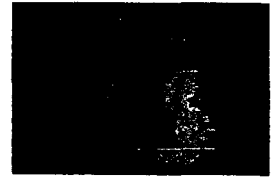
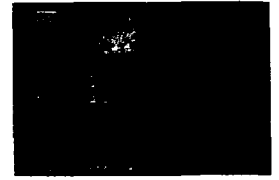
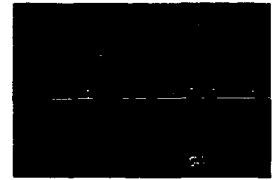
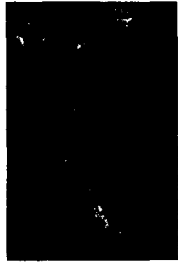
DATE:

ASSIGNMENT:

FILE NO:

EBCUARY 10, 1998

#13



Jan

Jan

597

Dear Ms. Zilk,

9-6-01

Thank you for the use of these
slides of this Takoma Park home.
This home will be featured in
Episode 313 of Old Homes Restored
which is tentatively scheduled to air
January 1.

Sincerely,

Liz Lovern

Associate Producer

Thank
You

www.americangreetings.com
America Online Keyword: AG

AMERICAN GREETINGS CLEVELAND, OH 44144
CARLTON CARDS TORONTO, ONTARIO M8Z 1S7

AMERICAN  GREETINGS

ACTY 2-18J

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7711 Takawa Avenue
Takawa Park

May 1997
R02











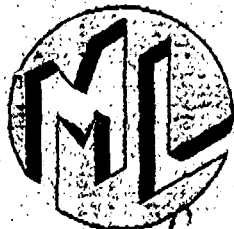








7711 TAKOMA AVE



MCCLUNG LOGAN
Equipment Company, Inc.

fax 495 1307

TO: ROBIN ZEKE

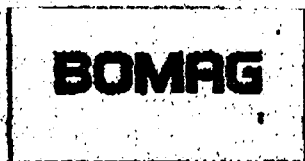
from: HANS JACOBSON

Home 703-849-8610

Dear Robin, Hi there. This is the preliminary contract for the sale of the house. We are meeting this Wednesday 7/16/97 to sign the final draft & then this thing can be finally put to rest. Art's phone # is 565-0524 if you need to talk with him but please wait until after 7/16/97. Thank you so much for your help & patience in this matter.

Most Sincerely,
Hans

FUEL HARVESTERS EQUIPMENT



MAIN OFFICE
4601 WASHINGTON BLVD.
BALTIMORE, MARYLAND 21227
301-242-6500
FAX - 301-247-8625

BRANCH OFFICE
8450 QUARRY ROAD
MANASSAS, VIRGINIA 22111
703-690-4340

CONTRACT OF SALE

TIME IS NOT OF THE ESSENCE OF THE PROVISIONS OF THIS CONTRACT.

1. DATE OF OFFER: May 29, 1997

2. SELLER: Helen Martin 7711 TAKOMA

and

3. BUYER: Arthur F. McMurdie
12 Cleveland Avenue
Takoma Park, Maryland 20912

301 565 ~~3646~~
4. PROPERTY DESCRIPTION: Seller hereby sells to Buyer and Buyer hereby purchases from Seller all of the following described Property (hereinafter "Property") known as 7711 Takoma Avenue, Takoma Park, Maryland 20912, located in Montgomery County, Maryland, and described as Lot _____, Block _____, in the subdivision known as _____, together with the improvements thereon, and all rights and appurtenances thereto belonging.

5. ESTATE: The property is being conveyed in fee simple.

6. PURCHASE PRICE: The purchase price is Ninety Thousand Dollars (\$90,000.00).
30-60 DAYS 30 DAYS

7. SETTLEMENT: Settlement shall take place within one (1) week following completion of the title search on the property, with an exact date and time convenient to the Seller to be mutually agreed upon by the parties.

8. SETTLEMENT COSTS: Buyer has the right to select buyer's own title insurance company, title lawyer, settlement company, escrow company, mortgage lender, or financial institution as defined in the Financial Institutions Article, Annotated Code of Maryland. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement. Buyer agrees to pay all other settlement costs and charges including without limiting the generality thereof, including title examination and title insurance fees, all document preparation and recording fees, notary fees, survey fees where required, and all recording charges, except those incident to clearing existing encumbrances or title defects; provided, however, that Seller shall pay a reasonable closing fee for services rendered to Seller.
TAXES ON TRANSFER 2%

9. TRANSFER CHARGES: SECTION 14-104 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND PROVIDES THAT, UNLESS OTHERWISE NEGOTIATED IN THE CONTRACT OR PROVIDED BY LOCAL LAW, THE COST OF ANY RECORDATION TAX OR ANY STATE OR LOCAL TRANSFER TAX SHALL BE

SHARED EQUALLY BETWEEN THE BUYER AND SELLER. The parties agree that the costs of state and local transfer and recordation taxes (other than agricultural land transfer tax) shall be shared equally by Buyer and Seller.

10. ADJUSTMENTS: Ground rent, homeowner's association fees, rent and water rent shall be adjusted and apportioned as of the date of settlement, and all taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable on a periodic basis, including Metropolitan District Sanitary Commission or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, paving, or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of settlement if applicable by local law. Any heating or cooking fuels remaining in supply tank(s) at time of settlement shall become the property of the Buyer.

11. CONDITION OF PROPERTY AND POSSESSION/"AS IS" CONDITION: The Property is sold in "as is" condition as of May 27, 1997. Seller makes no warranty, express or implied, as to the condition of the property or any equipment or system contained therein. The parties agree that any warranties provided by statute or common law including, without limitation, any express or implied warranties that the property is fit for a particular purpose or for habitation, are excluded by this paragraph. All clauses in this contract pertaining to property condition, termites, or compliance with city, county or state regulations are hereby superseded and of no force or effect. At settlement, Seller shall be required to deliver possession of the Property and shall deliver the Property vacant, clear of trash and debris, broom clean and in substantially the same condition as existed on May 27, 1997, and Seller shall have no obligation to make any repairs. The purchase price reflects that the property may require work and expense. Buyer has the right to inspect the Property within five (5) days prior to settlement. All violation notices or requirements noted or issued by any Historic Preservation Commission or any similar entity or by any governmental authority, against or affecting the Property at the date of settlement of this contract, shall be complied with by the Buyer.

12. SELLER RESPONSIBILITY: Seller agrees to keep existing mortgages free of default until settlement.

13. DEFAULT: Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of this Contract, the deposit can be retained by Seller as long as a release of deposit agreement is signed and

executed by all parties, expressing that said deposit can be retained by Seller. In the event that the parties do not agree to execute a release of deposit, Buyer and Seller shall have all legal and equitable remedies available to them. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer shall be entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. In the event of any litigation or dispute between Seller and Buyer concerning the release of the deposit, the sole responsibility of the party holding the deposit may be met, at that party's option, by paying the deposit into the court in which such litigation is pending, or by paying the deposit into the court or proper jurisdiction by an action for interpleader. Buyer and Seller agree that, upon payment of the deposit into court by the party holding same, neither Buyer nor Seller shall have any further right, claim, demand or action against such party regarding the release of the deposit and Buyer and Seller, jointly and severally, shall indemnify and hold the party holding the deposit harmless from any and all such rights, claims, demands or actions. In the event of such dispute and election by the party holding the deposit to file an action for interpleader as herein provided, Buyer and Seller further agree and hereby expressly and irrevocably authorize that party to deduct from the deposit all costs incurred by that party in the filing and maintenance of such action for interpleader including but not limited to filing fees, court costs, service of process fees and attorneys' fees, provided that the amount deducted shall not exceed the lesser of \$500 or the amount of the deposit held by the Broker. All such fees and costs authorized herein to be deducted may be deducted by the party holding the deposit from the deposit prior to paying the balance of the deposit to the court. Buyer and Seller further agree and expressly declare that all such fees and costs so deducted shall be exclusive property of the party holding the deposit. If the amount deducted by the party holding the deposit is less than the total of all of the costs incurred by that party in filing and maintaining the interpleader action, then Seller and Buyer jointly, and severally, agree to reimburse that party for all such excess costs upon the conclusion of the interpleader action.

14. **PAYMENT TERMS:** The payment of the purchase price shall be made by Buyer as follows:

(a) An initial deposit in the form of a check in the amount of Ten Thousand Dollars (\$10,000.00) at the time of ratification of this contract.

(b) The purchase price less any and all deposits shall be paid in full by Buyer in cash, wired funds, bank check or by certified check at settlement.

(c) All deposits will be held in escrow by the Law Office of Anne DeNovo, P.A. The parties hereby agree and authorize the Law Office of Anne DeNovo, P.A. to place the deposit in an interest-bearing escrow account. Interest shall accrue and be payable to Buyer at the time of settlement. For accounting purposes, Buyer's

Social Security number is 214-42-6044. The deposit shall be disbursed by the party holding same at settlement. Otherwise the deposit shall be disbursed in accordance with a properly executed release of deposit agreement by Buyer and Seller. In the event of a forfeiture of the deposit, any interest accrued shall be payable to Seller.

15. ATTORNEY'S FEES: In any action or proceeding involving a dispute between the Buyer and the Seller arising out of this contract, the prevailing party shall be entitled to receive from the other responsible party reasonable attorney's fees to be determined by the court or arbitrator.

16. LEASES: Seller may not negotiate new leases or renew existing leases which extend beyond settlement or possession date without Buyer's written consent.

17. PROPERTY INSURANCE AND RISK OF LOSS: The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, whichever shall occur first, all or a substantial part of the Property is destroyed or damaged, without fault of Buyer, then this contract, at the option of Buyer, upon written notice to Seller, shall be null and void and of no further effect, and all deposits hereunder shall be returned to Buyer in accordance with the terms of this contract.

18. FOREIGN INVESTMENT TAXES-FIRPTA: Section 1445 of the United States Internal Revenue Code of 1986 provides that a buyer of a residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if the seller is a foreign person, unless certain other exceptions apply. Seller represents that Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations) and agrees to execute an affidavit to this effect at the time of settlement.

19. INTERNAL REVENUE SERVICE FILING: Buyer and Seller each agree to cooperate with the person responsible for settlement by providing all necessary information so that a report can be filed with the Internal Revenue Service, as required by section 6045 of the IRS Code. To the extent permitted by law, any fees incurred as a result of such filing will be paid by the Seller.

20. DEED AND TITLE: Upon payment of the purchase price, a deed for the Property containing covenants of special warranty shall be executed by the Seller and shall convey the Property to Buyer. Title to the Property, including all chattels included in the purchase, shall be good and merchantable, free of liens and encumbrances except as specified herein; except for use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly

recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. Buyer expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by Buyer. In the event Seller is unable to give good and merchantable title or such as can be insured by a Maryland licensed title insurer, with Buyer paying nor more than the standard rate ad filed with the Maryland Insurance Commissioner, then Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyer is willing to accept title without said defect being cured, paying any special premium on behalf of Buyer to obtain title insurance on the Property to the benefit of Buyer. In the event Seller elects to cure any defects in title, this contract shall continue to remain in full force and effect and the date of settlement shall be extended for a period not to exceed fourteen (14) additional days. If Seller is unable to cure such title defect(s) and is unable to obtain a policy of title insurance on the Property to the benefit of Buyer from a Maryland licensed title insurer, Buyer shall have the option of taking such title as Seller can give, or terminating this Contract and being reimbursed by the Seller for cost for searching title as may have been incurred not to exceed 1/2 of 1% of the purchase price. In the latter event, there shall be no further liability or obligation on either of the parties hereto and this contract shall become null and void and all deposits hereunder shall be returned to Buyer in accordance with the terms of this contract.

21. PERFORMANCE. Settlement is to be conducted by the Law Office of Anne DeNovo, P.A..

a. Delivery to the settlement attorney of the cash payment and settlement costs as herein stated, the executed deed of conveyance and such other papers as required of either party by the terms of this contract shall be considered good and sufficient tender of performance in accordance with the terms hereof.

b. It is agreed that funds arising out of this transaction at settlement may be used to pay off any existing encumbrances, including interest as required by lender(s) or lien holders.

c. Seller agrees to pay a reasonable closing fee for services rendered to Seller.

d. Seller shall pay all deferred charges attributable to transportation-related facilities, if any, at settlement.

e. Except as expressly set forth in the contract, no other warranties have been made.

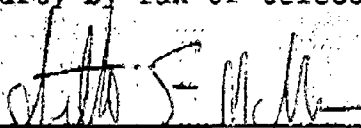
22. NOTICES. Unless otherwise provided herein, any notices required to be given to the Seller by this contract shall be effective as of the date on which such notice is delivered to Seller. Notices required to be given to Buyer by this contract shall be effective when notice is delivered to Buyer. Notices required under this contract shall be in writing including transmission through a wired or electronic medium which produces a tangible record of the transmission (such as a fax or

telegram).

23. PARAGRAPH HEADINGS: The paragraph headings of this contract are for convenience and reference only, and in no way define or limit the intent rights or obligations of the parties.

24. ENTIRE AGREEMENT/GENERAL PROVISIONS: This contract and any addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this contract mutually agree that it is binding upon them, their heirs, executors, administrators, successors and assigns. Once signed, the terms of this contract can only be changed by a document executed by all parties. This contract shall be interpreted and construed in accordance with the laws of the State of Maryland. It is further agreed that this contract may be executed in counterparts each of which when considered together shall constitute the original contract. The parties to this contract mutually agree that the provisions hereof shall survive the execution and delivery of the deed herein stated and shall not be merged herein.

25. ELECTRONIC DELIVERY: The parties agree that this contract offer and/or any addenda and amendments thereto shall be deemed validly executed and delivered by a party if a party executes this contract, amendment or addendum, and delivers a copy of the executed document to the other party by fax or telecopier transmittal.



Arthur F. McMurdie
Buyer

Seller
Printed Name of Seller:

Date and Time of Contract Ratification: _____
By: _____ (Please initial)

Programs

The Blues Connection: A Multimedia Presentation

Blues history and lore are presented in a multimedia format featuring storytelling, poetry, visual images, and live musical performances in six free family programs at branch libraries in Prince George's, Queen Anne's, and Howard counties.

January 19
2:30 PM

Location: Surratts-Clinton Library, Clinton

February 23
2:00 PM

Location: East Columbia Library

March 2
2:30 PM

Location: Hyattsville Library

Contact: *Judith Cooper, 301-699-3500*

Sponsor: Prince George's County Memorial Library

January 31 &
February 28
7:00 PM

Windows on Music

Free lectures will be offered by the Annapolis Symphony Orchestra before each of its five Friday night subscription concerts during the 1996-97 season. Rachel Franklin, a faculty member at the University of Maryland Baltimore County, will lead discussions on twentieth-century works by Hindesmith, Bartok, and Prokofieff.

Location: Maryland Hall for the Creative Arts, Annapolis

Contact: *Pamela Chaconas, 410-269-1132*

Sponsor: Annapolis Symphony Orchestra Association

February -
April 1997

*I called
2/12*

Horse-Drawn History: The Connection Between Carriages and Community

The Thrasher Carriage Museum, Frostburg State University, and the local business community have produced an interpretive booklet cataloging the horse-drawn vehicle collection at the Thrasher Museum; this material will also be presented in a series of public programs.

Location: Allegany County Thrasher Carriage Museum, Frostburg

Contact: *Deborah Miller, 301-777-5905*

Sponsor: Allegany County Thrasher Carriage Museum

February -
October 1997

Antonio Machado: The Soul of Spain

A recitation of Spanish poet Antonio Machado's poetry will be accompanied by commentary on his life and a performance of Spanish folkloric music. Presentations will take place at libraries, senior centers, and community centers throughout Maryland.

Location: Eight locations in Maryland

Contact: *John Haigh, 410-323-2829*

Sponsor: The Hispanic Cultural Association of Maryland

March 2
2:00 PM

Choral Music: Historical Context/ Contemporary Response

This series of pre-concert lectures by music historian Eileen Soskin will examine the life and work of Handel, Britten, Bach, and Mendelssohn.

Location: Second Presbyterian Church, Baltimore

Contact: *T. Herbert Dimmock, 410-235-1613*

Sponsor: The Handel Choir of Baltimore

TO ORDER, CALL (800) 931-2931

How to Open and Operate a Bed & Breakfast Home *by Jan Stankus*

Have you thought of opening your home to paying guests? We suggest you read this book first. Through quizzes and checklists, you'll better appreciate the skills you need to be a good B&B host. You'll also learn about basic bedroom and bathroom necessities, how to get connected with B&B reservation agencies and associations, extra touches that make yours a perfect guest house, and business issues such as zoning, insurance, record keeping, and taxes. This is easy reading that provides down-to-earth advice based on interviews with B&B hosts, stories of unusual guest requests, neighbors' reactions, and funny or embarrassing situations.

Softbound, 336 pages. #L108, \$15.95

So You Want to be an Innkeeper: The Complete Guide to Operating a Successful Bed & Breakfast Inn *by Mary E. Davies, et al.*

If you're serious about opening, this is the operations manual. The four authors of this book, all of whom changed careers and lifestyles to open successful B&B inns, also run workshops for aspiring innkeepers. They give practical advice on everything from deciding if this is the career for you to writing a business and financial plan, buying and selling an inn, renovating and furnishing, and marketing. Tips on financing, location, room planning, breakfast ideas, reservations, insurance, cash-

flow management, and taking care of your own needs make this an invaluable early reference for the would-be innkeeper. **Softbound, 220 pages. #L109, \$14.95**

The Shingle Style: A Box of Notecards

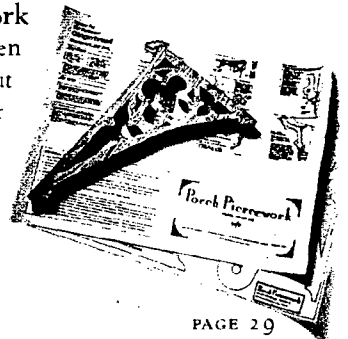
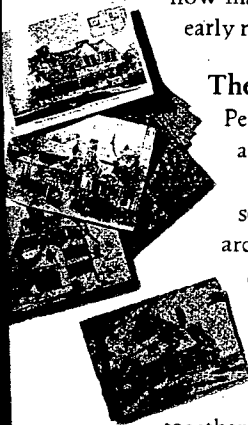
Pen-and-ink illustrations from The American Institute of Architects Library and Archives are beautifully reproduced on heavy notecards with matching envelopes. The four Shingle style houses featured are from New Jersey, Minnesota, and Wyoming, all designed in the years 1882-1891 by architects George D. Rainsford, Wm. A. Bates, Gilbert and Taylor, and A. H. Stern. Quietly elegant.

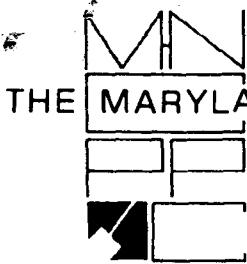
8 notecards, 4 designs, boxed. #L112, \$5.95

Porch Piercework

Decorative brackets and skirt boards are often missing from period porches, so we have put together a sampling of over a dozen historic patterns for reproducing your own. Besides a variety of 90-degree and angle brackets dating from 1850 to 1900, this package includes authentic alternatives to the usual lattice apron. Each full-size pattern is ready for mounting to cardboard to make templates. Items can then be cut from wood stock with a saber or hand saw.

#DT-01-AD, \$17.50 (6-page set)





THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
8787 Georgia Avenue • Silver Spring, Maryland 20910-3760

DATE: 5/14/97

MEMORANDUM

TO: Robert Hubbard, Chief
Division of Development Services and Regulation
Department of Environmental Protection (DEP)

FROM: Gwen Marcus, ^{EDT} Historic Preservation Coordinator
Design, Zoning, and Preservation Division
M-NCPPC

SUBJECT: Historic Area Work Permit

The Montgomery Historic Preservation Commission has reviewed the attached application for a Historic Area Work Permit. The application was:

Approved Denied
 Approved with Conditions: _____

- (1) The two second-story window sash on the right side will be replaced with wood windows, with single glazing, 6/1 lite, to match exactly the existing windows. All other original windows shall be retained in place.
- (2) 2nd-story window on upper left side with the lower sash open shall be retained & reglazed.
- (3) Applicant to contact w/ City of Takoma Park Architect & comply with City ordinance, also to provide Staff confirmation of TWS compliance.
- (4) Window on 1st floor also to be repaired as per condition (1).
- (5) Amend current condition to make open windows weather-tight.
- (6) TWS to be included in Contract of Sale. Work to be completed by Owner or by new Purchaser.
- THE BUILDING PERMIT FOR THIS PROJECT SHALL BE ISSUED CONDITIONAL UPON ADHERANCE TO THE APPROVED HISTORIC AREA WORK PERMIT(HAWP).
- (7) All work to be completed within 60 days.

Applicant: Hans Jacobson, Agent for Owner

Address: 2230 George C. Marshall Dr., Apt 1124, Falls Church, Va, 22043

***THE APPLICANT MUST ARRANGE FOR A FIELD INSPECTION BY CALLING DEP/FIELD SERVICES (217-6240) FIVE DAYS PRIOR TO COMMENCEMENT OF WORK AND WITHIN TWO WEEKS FOLLOWING COMPLETION OF WORK.

re: 7711 Takoma Ave, Takoma Park



RETURN TO: DEPARTMENT OF PERMITTING SERVICES
250 HUNGERFORD DRIVE, ROCKVILLE, MARYLAND 20850
301/217-6370

DPS - #8

HISTORIC PRESERVATION COMMISSION

301/495-4570

**APPLICATION FOR
HISTORIC AREA WORK PERMIT**

Contact Person: HANS JACOBSON

Daytime Phone No.: 703-849-8610

Tax Account No.: 13-25-1059512

Name of Property Owner: HELEN MARTIN Daytime Phone No.: 301-946-1638

Address: _____
Street Number City Street Zip Code

Contractor: _____ Phone No.: _____

Contractor Registration No.: _____

Agent for Owner: HANS JACOBSON Daytime Phone No.: 703 849 8610

LOCATION OF BUILDING/PREMISE

House Number: 7711 TAKOMA AVE Street _____

Town/City: TAKOMA PARK Nearest Cross Street: PHILADELPHIA AVE

Lot: _____ Block: _____ Subdivision: _____

Liber: _____ Folio: _____ Parcel: _____

PART ONE: TYPE OF PERMIT ACTION AND USE

1A. CHECK ALL APPLICABLE:

- Construct
- Extend
- Alter/Renovate
- Move
- Revision
- Install
- Wreck/Raze
- Repair
- Revocable

CHECK ALL APPLICABLE:

- AC
- Slab
- Room Addition
- Porch
- Deck
- Shed
- Solar
- Fireplace
- Woodburning Stove
- Single Family
- Fence/Wall (complete Section 4)
- Other: WINDOWS & GUTTERS

1B. Construction cost estimate: \$ 5,000.00

1C. If this is a revision of a previously approved active permit, see Permit # _____

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

3A. Height _____ feet _____ inches

3B. Indicate whether the fence or retaining wall is to be constructed on one of the following locations:

- On party line/property line
- Entirely on land of owner
- On public right of way/easement

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.

Hans Jacobson _____ 4/21/97
Signature of owner or authorized agent Date

Approved: X w/conditions For Chairperson, Historic Preservation Commission

Disapproved: _____ Signature: _____ Date: 5/14/97

Application/Permit No.: 97042300 Date Filed: 4-23-97 Date Issued: _____

SEE REVERSE SIDE FOR INSTRUCTIONS

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

1. WRITTEN DESCRIPTION OF PROJECT

a. Description of existing structure(s) and environmental setting, including their historical features and significance:

THE HOLLY TREE THAT WAS REMOVED WAS 8" IN
DIAMETER. I REMOVED THE TREE BECAUSE IT
WAS TOBBLY SHAPED & OVERGROWN. I FULLY INTEND
TO REPLACE IT WITH SOMETHING APPROPRIATE
IN ITS PLACE.

b. General description of project and its effect on the historic resource(s), the environmental setting, and, where applicable, the historic district:

BOTH THE GUTTERS & WINDOWS NEED REPLACING.
I ALSO PLAN TO GIVE THE EXTERIOR A FRESH
COAT OF PAINT.

2. SITE PLAN

Site and environmental setting, drawn to scale. You may use your plat. Your site plan must include:

- a. the scale, north arrow, and date;
- b. dimensions of all existing and proposed structures; and
- c. site features such as walkways, driveways, fences, ponds, streams, trash dumpsters, mechanical equipment, and landscaping.

3. PLANS AND ELEVATIONS

You must submit 2 copies of plans and elevations in a format no larger than 11" x 17". Plans on 8 1/2" x 11" paper are preferred.

- a. Schematic construction plans, with marked dimensions, indicating location, size and general type of walls, window and door openings, and other fixed features of both the existing resource(s) and the proposed work.
- b. Elevations (facades), with marked dimensions, clearly indicating proposed work in relation to existing construction and, when appropriate, context. All materials and fixtures proposed for the exterior must be noted on the elevations drawings. An existing and a proposed elevation drawing of each facade affected by the proposed work is required.

4. MATERIALS SPECIFICATIONS

General description of materials and manufactured items proposed for incorporation in the work of the project. This information may be included on your design drawings.

5. PHOTOGRAPHS

- a. Clearly labeled photographic prints of each facade of existing resource, including details of the affected portions. All labels should be placed on the front of photographs.
- b. Clearly label photographic prints of the resource as viewed from the public right-of-way and of the adjoining properties. All labels should be placed on the front of photographs.

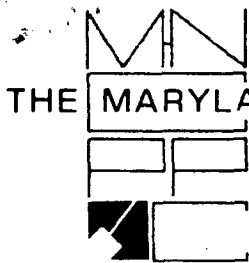
6. TREE SURVEY

If you are proposing construction adjacent to or within the dripline of any tree 6" or larger in diameter (at approximately 4 feet above the ground), you must file an accurate tree survey identifying the size, location, and species of each tree of at least that dimension.

7. ADDRESSES OF ADJACENT AND CONFRONTING PROPERTY OWNERS

For ALL projects, provide an accurate list of adjacent and confronting property owners (not tenants), including names, addresses, and zip codes. This list should include the owners of all lots or parcels which adjoin the parcel in question, as well as the owner(s) of lot(s) or parcel(s) which lie directly across the street/highway from the parcel in question. You can obtain this information from the Department of Assessments and Taxation, 51 Monroe Street, Rockville, (301/279-1355).

PLEASE PRINT (IN BLUE OR BLACK INK) OR TYPE THIS INFORMATION ON THE FOLLOWING PAGE.
PLEASE STAY WITHIN THE GUIDES OF THE TEMPLATE, AS THIS WILL BE PHOTOCOPIED DIRECTLY ONTO MAILING LABELS.



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
8787 Georgia Avenue • Silver Spring, Maryland 20910-3760

DATE: 5/14/97

MEMORANDUM

TO: Historic Area Work Permit Applicants

FROM: ^{PDZ} Gwen Marcus, Historic Preservation Coordinator
Design, Zoning, and Preservation Division
M-NCPPC

SUBJECT: Historic Area Work Permit Application - Approval of
Application/ Release of Other Required Permits

Enclosed is a copy of your Historic Area Work Permit application, approved by the Historic Preservation Commission at its recent meeting, and a transmittal memorandum stating conditions (if any) of approval.

You may now apply for a county building permit from the Department of Environmental Protection (DEP), at 250 Hungerford Drive, Second Floor, in Rockville. Please note that although your work has been approved by the Historic Preservation Commission, it must also be approved by DEP before work can begin.

*When you file for your building permit at DEP, you must take with you the enclosed forms, as well as the Historic Area Work Permit that will be mailed to you directly from DEP. These forms are proof that the Historic Preservation Commission has reviewed your project. For further information about filing procedures or materials for your county building permit review, please call DEP at 217-6370.

If your project changes in any way from the approved plans, either before you apply for your building permit or even after the work has begun, please contact the Historic Preservation Commission staff at 495-4570.

Please also note that you must arrange for a field inspection for conformance with your approved HAWP plans. Please inform DEP/Field Services at 217-6240 of your anticipated work schedule.

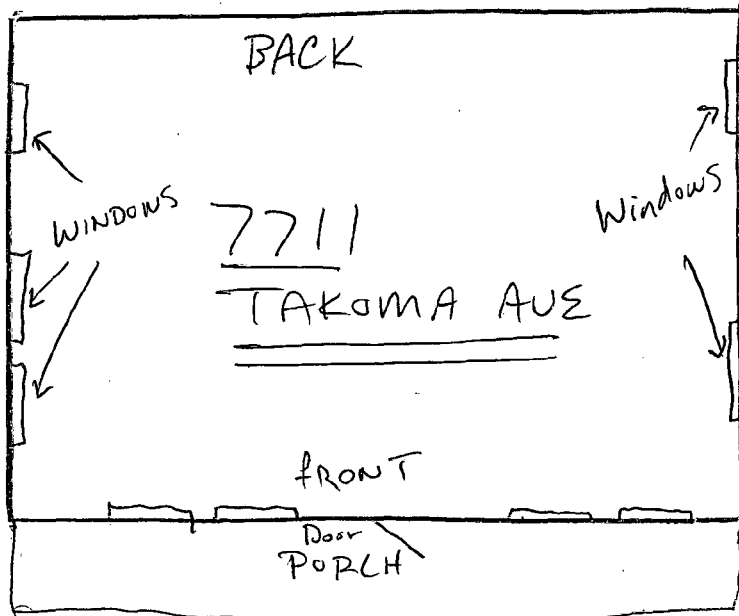
Thank you very much for your patience and good luck with your project!

BACK YARD

1 CAR GARAGE

PROPERTY LINE

PROPERTY LINE



Bordered

Bordered

7711
TAKOMA AVE

FRONT

Door PORCH

X ← 8" Diameter Holly tree

X ← living Holly

FRONT YARD

WALKWAY

DRIVEWAY

← SIDEWALK →

Co. PROPERTY

TAKOMA AVE

May 14, 1997

The Maryland-National Capital
Park and Planning Commission
Montgomery County Historic Preservation Commission
8787 Georgia Avenue
Silver Spring, Maryland 20910-3760

Re: Historic Area Work Permit Application by Helen Martin/Hans Jacobson, Agent
7711 Takoma Avenue, HPC Case No. 37/3-97N RETROACTIVE

Dear Commissioners:

Several neighbors in North Takoma would like to express their concerns regarding the property at 7711 Takoma Avenue. We the undersigned have watched this historic house and property remain vacant and progressively deteriorate over a period of at least seven years. During this time, many neighbors have voluntarily cared for the property by taking on the seasonal jobs of lawn mowing, leaf collection, and snow removal. Additionally, concerned neighbors called the police when it was observed that vagrants were utilizing the house. We continue to guard this property against crime and vandalism to the best of our ability.

We urge the Commission to take the strongest possible position to protect this Historic District property. If a retroactive permit is granted to repair the recent damage, we request that the Commission ensure that the terms of the permit are properly executed in a timely manner.

NAME/SIGNATURE

ADDRESS

Amy Turini Amy Turini

7713 Takoma Ave. TP MD 20912

Lawrence Hershman Lawrence Hershman

7713 Takoma Ave., T.P. MD 20912

Candida DeLuise Candida DeLuise

7715 Takoma Ave TP 20912

Janet Varn Janet Varn

7709 Takoma Ave., T.P. MD 20912

DONG VARN W. Dong Varn

7709 TAKOMA AVE TP 20912

LORRAINE BARSALL Lorraine Barsall

7708 TAKOMA AVE TP 20912

Paul Christensen Paul Christensen

7708 Takoma Ave 20912

Bernard Fagan Bernard Fagan

608 Philadelphia Ave, TP 20912

Deborah A. Fagan Deborah A. Fagan

608 Philadelphia Ave., TP 20912

HISTORIC PRESERVATION COMMISSION STAFF REPORT

Address: 7711 Takoma Avenue

Meeting Date: 5/14/97

Resource: Takoma Park Historic District

Review: HAWP

Case Number: 37/3-97N **RETROACTIVE**

Tax Credit: Partial

Public Notice: 4/30/97

Report Date: 5/7/97

Applicant: Helen Martin (Hans Jacobson, Agent)

Staff: Robin D. Ziek

PROPOSAL: Replace 2 windows, tree removal,
gutter replacement

RECOMMENDATIONS: APPROVAL
with CONDITIONS

Speakers - Lorraine Pearsall - The work should be completed in timely fashion.

PROJECT DESCRIPTION

The subject property is a wonderful shingle-sided bungalow on a street with numerous Outstanding and Contributing structures. This bungalow is a Contributing Resource and is 1 of 3 in a row which are similar. The structure is characterized by a full-width front porch and steep side-gable roof. There is a matching garage to the rear of the yard. The wood shingles are in very good condition, but the wood trim hasn't been painted in awhile. In addition, ivy has been let to grow on both the house and the garage, providing opportunities for moisture and insect damage; it should be removed.

The windows are 6/1 lite, with a special grouping of diamond-paned windows in the front dormer. The original storm windows are in place for 60% of the windows.

The applicant's grandson (Agent) agreed to renovate the house for his grandmother, and proceeded rapidly with interior demolition of finishes. In the process, he removed the sash for two windows on the upper right side of the house and threw them out along with the interior debris. All of the other windows are in place and intact, except for the lower sash of the upper left side window which has all the glass broken out. In addition, a mature holly tree was removed without a HAWP because it was scraggly, according to the owner's agent (her grandson). The applicant has been issued a stop work order and is appearing before the HPC to come into compliance with the law. The applicant has covered the three window openings which are not secured from weather with plywood attached on the inside of the house.

The applicant also proposes to replace the gutters. Replacement in kind is considered routine maintenance and the HPC does not have to review and approve this request. The applicant may simply replace the defective gutters and downspouts.

After some discussion with staff, the applicant's agent has indicated a willingness to replace the missing sash by duplicating the remaining 6/1 sash, and retain all of the other original windows. Therefore, wooden windows with single-glazed 6/1 lites would be reinstalled on the second floor. The lower sash of the upper side left window would be retained and simply reglazed.

Hans Jacobson speaks -

a - approve retroactive of staff conditions + this work be completed within 60 days + replace window on 1st floor included.

(1)

*b - and that this should be included into the sale contract if not done by the existing owner.
c - amend boarding up windows to make weather-tight protection on windows.*

GENERAL STAFF COMMENTS

Staff is concerned that the applicant and her agent are unaware of the laws guiding exterior work at the subject property. Neither the applicant nor her agent live at the property or in Takoma Park. However, the HPC continues to inform owners of properties within historic districts about the restrictions regarding exterior work through various means such as the Preservationist newsletter and, most recently, through individual letters to each property owner on the benefits of the county tax credit program. The applicant is now aware of the restrictions, and has expressed a willingness to follow HPC guidance.

In terms of the removal of the holly without a HAWP, staff is concerned that the applicant was not in compliance with either county or city ordinances. Since the City ordinance is quite specific in terms of replacement of cut trees, staff suggests deferring to the Takoma Park on this issue. The lot is quite small, and the City has a program whereby the applicant can replant a tree elsewhere in the City to come into compliance with their ordinance.

STAFF RECOMMENDATION

Staff recommends that, **with the following conditions**, the Commission find this proposal consistent with the purposes of Chapter 24A-8(b)2:

The proposal is compatible in character and nature with the historical, archeological, architectural or cultural features of the historic site, or the historic district in which an historic resource is located and would not be detrimental thereto or to the achievement of the purposes of this chapter;

and with Secretary of the Interior's Standards for Rehabilitation #2:

The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

and that it meets the Takoma Park Guidelines for Contributing Resources that state:

all exterior alterations, including those to architectural features and details, should be generally consistent with the predominant architectural style and period of the resource and should preserve the predominant architectural features of the resource; exact replication of existing details and features is, however, not required.

CONDITIONS:

- 1) The two second-story window sash on the right side will be replaced with wood windows, with single glazing, and 6/1 lite, to match exactly the existing windows. **All other original windows shall be retained in place.**
- 2) The second-story window on the upper left side with the lower sash with no glass will be retained and reglazed.
- 3) Applicant to consult with the arborist from the City of Takoma Park (301-585-8333 x399), and comply with his recommendation. Confirmation of this to be provided to staff.

and subject to the general condition that the applicant arrange for a field inspection by calling the Montgomery County Department of Environmental Protection (DEP), Field Services Office, five days prior to commencement of work and within two weeks following completion of work.

2

APPLICATION FOR HISTORIC AREA WORK PERMIT

Contact Person: HANS JACOBSON

Daytime Phone No.: 703-849-8610

Tax Account No.: 13-25-1059512

Name of Property Owner: HELEN MARTIN

Daytime Phone No.: 301-946-1638

Address: _____
Street Number City State Zip Code

Contractor: _____ Phone No.: _____

Contractor Registration No.: _____

Agent for Owner: HANS JACOBSON Daytime Phone No.: 703 849 8610

LOCATION OF BUILDING/PREMISE

House Number: 7711 TAKOMA AVE Street: _____

Town/City: TAKOMA PARK Nearest Cross Street: PHILADELPHIA AVE

Lot: _____ Block: _____ Subdivision: _____

Liber: _____ Folio: _____ Parcel: _____

PART ONE: TYPE OF PERMIT ACTION AND USE

1A. CHECK ALL APPLICABLE:

- Construct
- Extend
- Alter/Renovate
- Move
- Install
- Wreck/Raze
- Revision
- Repair
- Revocable

CHECK ALL APPLICABLE:

- A/C
- Slab
- Room Addition
- Porch
- Deck
- Shed
- Solar
- Fireplace
- Woodburning Stove
- Single Family
- Fence/Wall (complete Section 4)
- Other: WINDOWS & GUTTERS

1B. Construction cost estimate: \$ 5,000.00

1C. If this is a revision of a previously approved active permit, see Permit # _____

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

3A. Height _____ feet _____ inches

3B. Indicate whether the fence or retaining wall is to be constructed on one of the following locations:

- On party line/property line
- Entirely on land of owner
- On public right of way/easement

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.

Hans Jacobson
Signature of owner or authorized agent

4/21/97
Date

Approved: _____ For Chairperson, Historic Preservation Commission

Disapproved: _____ Signature: _____

3

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

1. WRITTEN DESCRIPTION OF PROJECT

a. Description of existing structure(s) and environmental setting, including their historical features and significance:

THE HOLLY TREE THAT WAS REMOVED WAS 8" IN
DIAMETER. I REMOVED THE TREE BECAUSE IT
WAS ODDLY SHAPED & OUEGROWN. I FULLY INTEND
TO REPLACE IT WITH SOMETHING APPROPRIATE
IN ITS PLACE.

b. General description of project and its effect on the historic resource(s), the environmental setting, and, where applicable, the historic district:

BOTH THE GUTTERS & WINDOWS NEED REPLACING.
I ALSO PLAN TO GIVE THE EXTERIOR A FRESH
COAT OF PAINT.

2. SITE PLAN

Site and environmental setting, drawn to scale. You may use your plat. Your site plan must include:

- the scale, north arrow, and date;
- dimensions of all existing and proposed structures; and
- site features such as walkways, driveways, fences, ponds, streams, trash dumpsters, mechanical equipment, and landscaping.

3. PLANS AND ELEVATIONS

You must submit 2 copies of plans and elevations in a format no larger than 11" x 17". Plans on 8 1/2" x 11" paper are preferred.

- Schematic construction plans*, with marked dimensions, indicating location, size and general type of walls, window and door openings, and other fixed features of both the existing resource(s) and the proposed work.
- Elevations (facades), with marked dimensions, clearly indicating proposed work in relation to existing construction and, when appropriate, context. All materials and fixtures proposed for the exterior must be noted on the elevations drawings. An existing and a proposed elevation drawing of each facade affected by the proposed work is required.

4. MATERIALS SPECIFICATIONS

General description of materials and manufactured items proposed for incorporation in the work of the project. This information may be included on your design drawings.

5. PHOTOGRAPHS

- Clearly labeled photographic prints of each facade of existing resource, including details of the affected portions. All labels should be placed on the front of photographs.
- Clearly label photographic prints of the resource as viewed from the public right-of-way and of the adjoining properties. All labels should be placed on the front of photographs.

4

7709 - Doug Varn

7713 - Larry Hershman

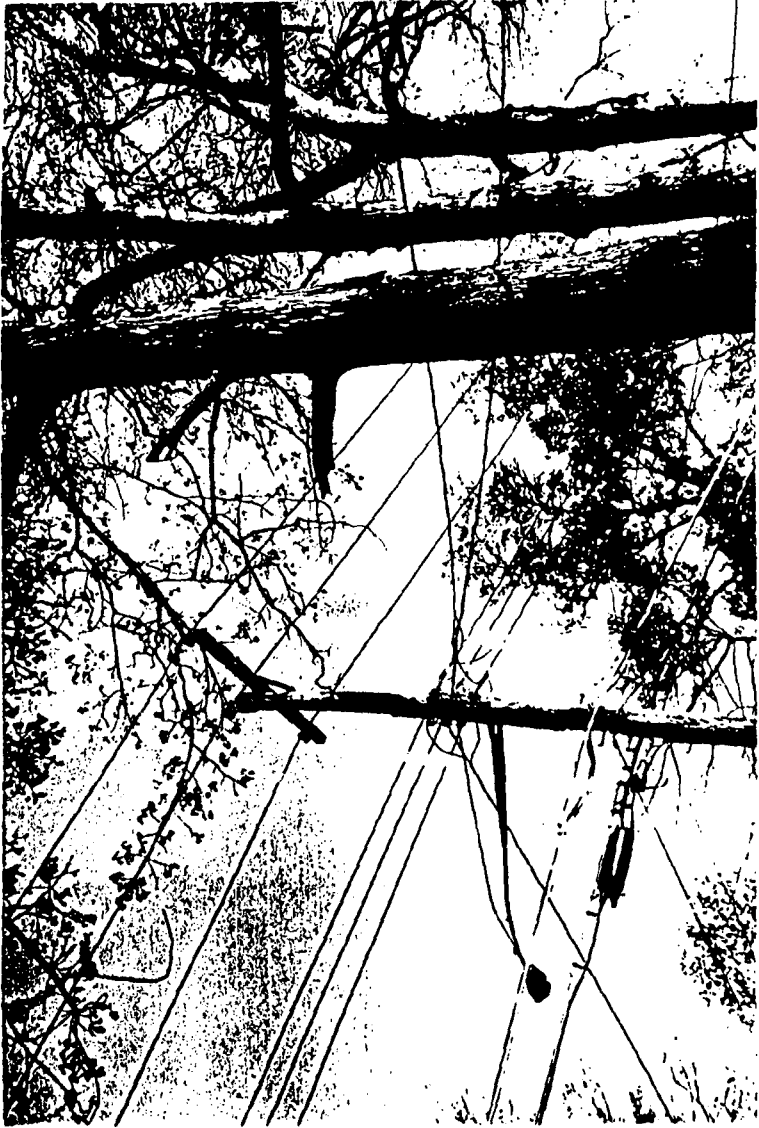
7712 M. Good

Adjacent + Confirming

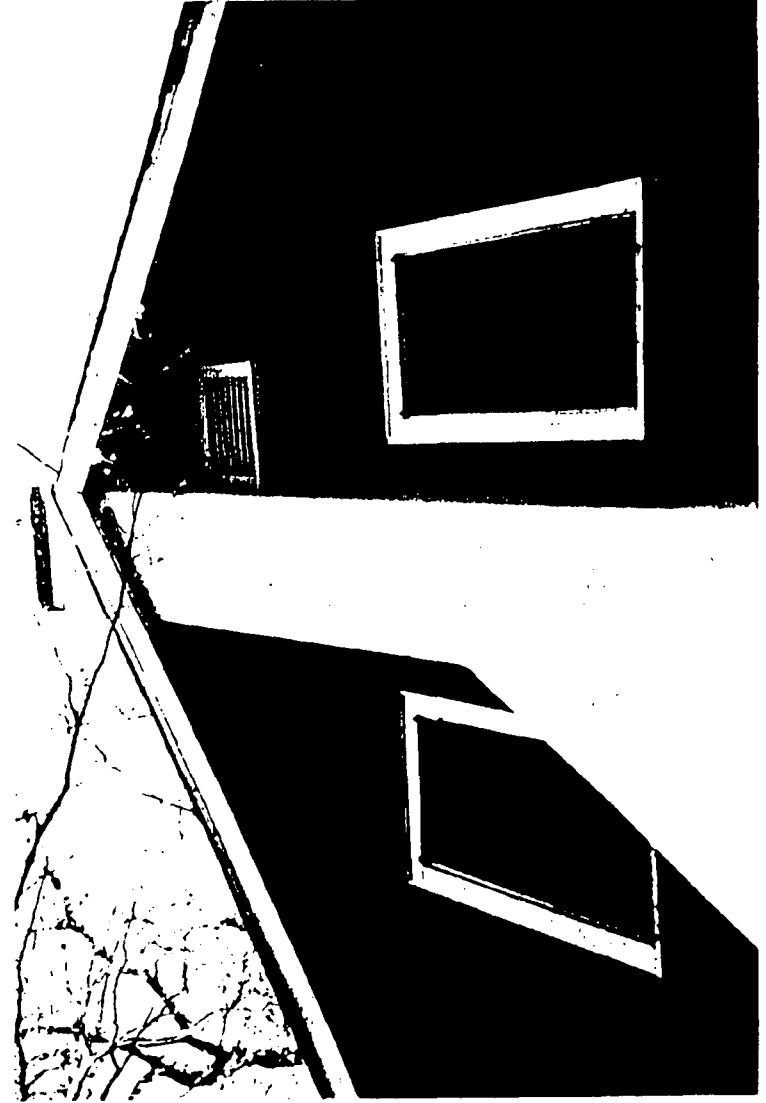
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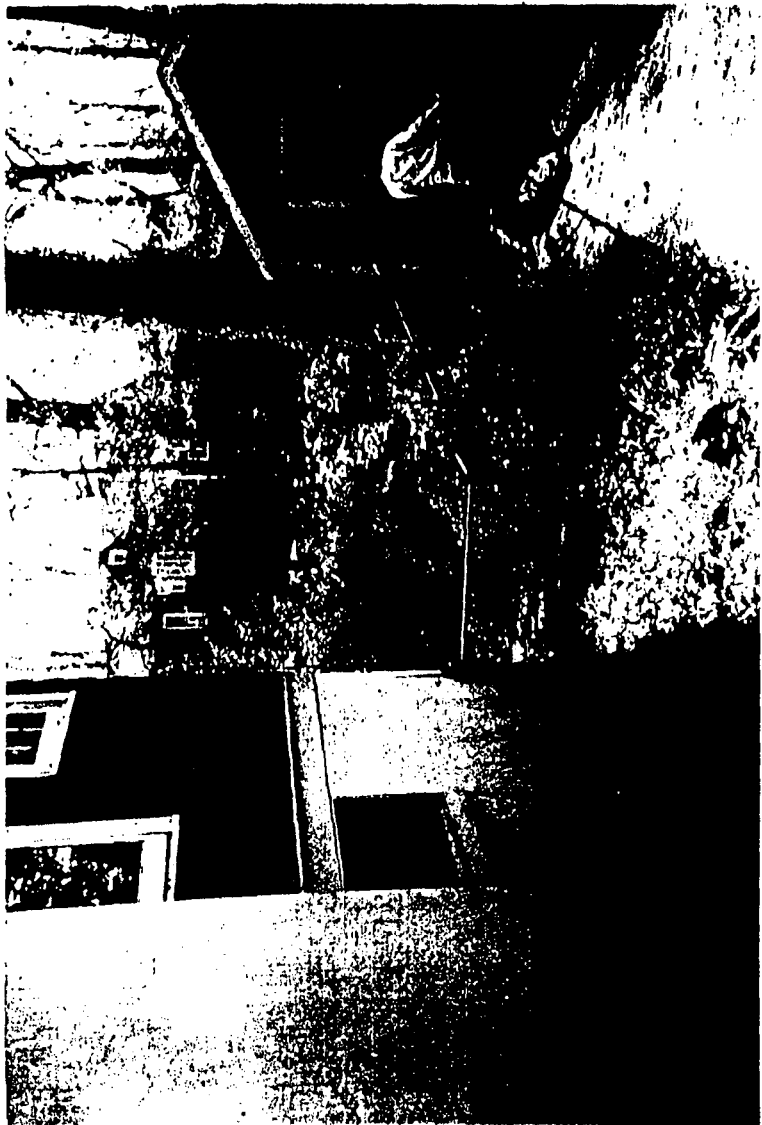
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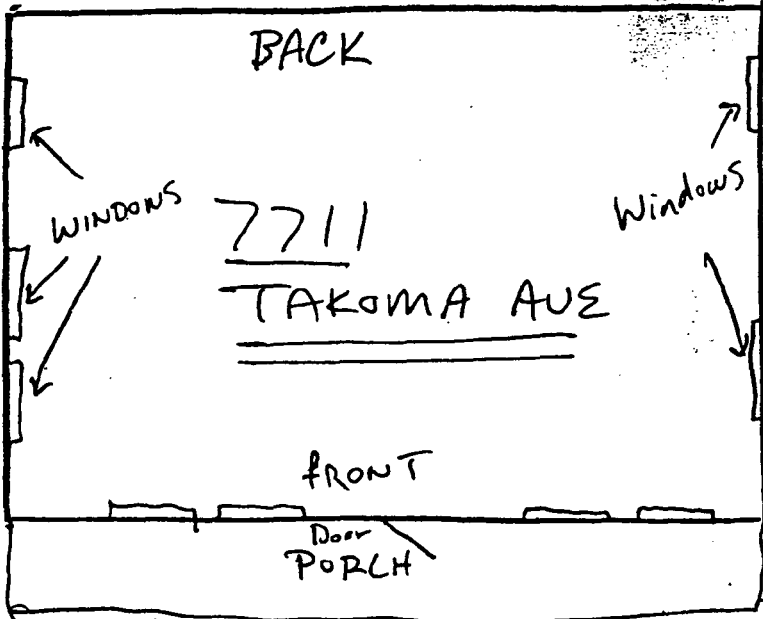
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BACK YARD

1 CAR GARAGE

PROPERTY LINE

PROPERTY LINE



Boarded

WINDOWS

7711

TAKOMA AVE

WINDOWS

Boarded

FRONT

DOOR PORCH

X ← 8" Diameter Holly Tree

X ← living Holly

FRONT YARD

WALKWAY

DRIVEWAY

SIDEWALK

Co. PROPERTY

TAKOMA AVE

11



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
8787 Georgia Avenue • Silver Spring, Maryland 20910-3760

FAX TRANSMITTAL SHEET

**Historic Preservation Section
Department of Park & Planning**

Telephone Number: (301) 495-4570

Fax Number: (301) 495-1307

TO: Stan Garber FAX NUMBER: 301-217-6381

FROM: Robin Zerk PHONE NUMBER: 495-4570

DATE: 5/15/27

NUMBER OF PAGES INCLUDING THIS TRANSMITTAL SHEET: 2

NOTE:
