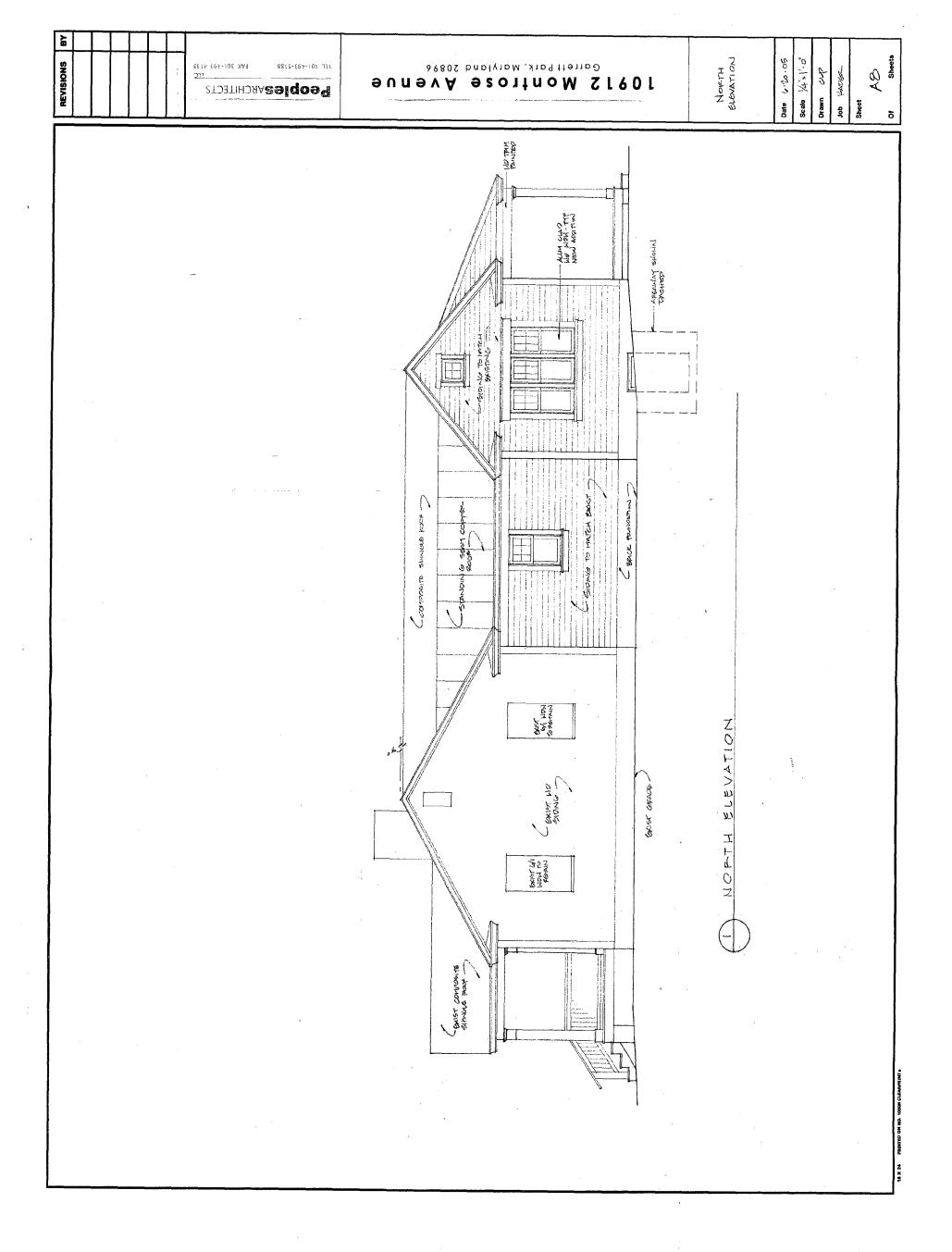
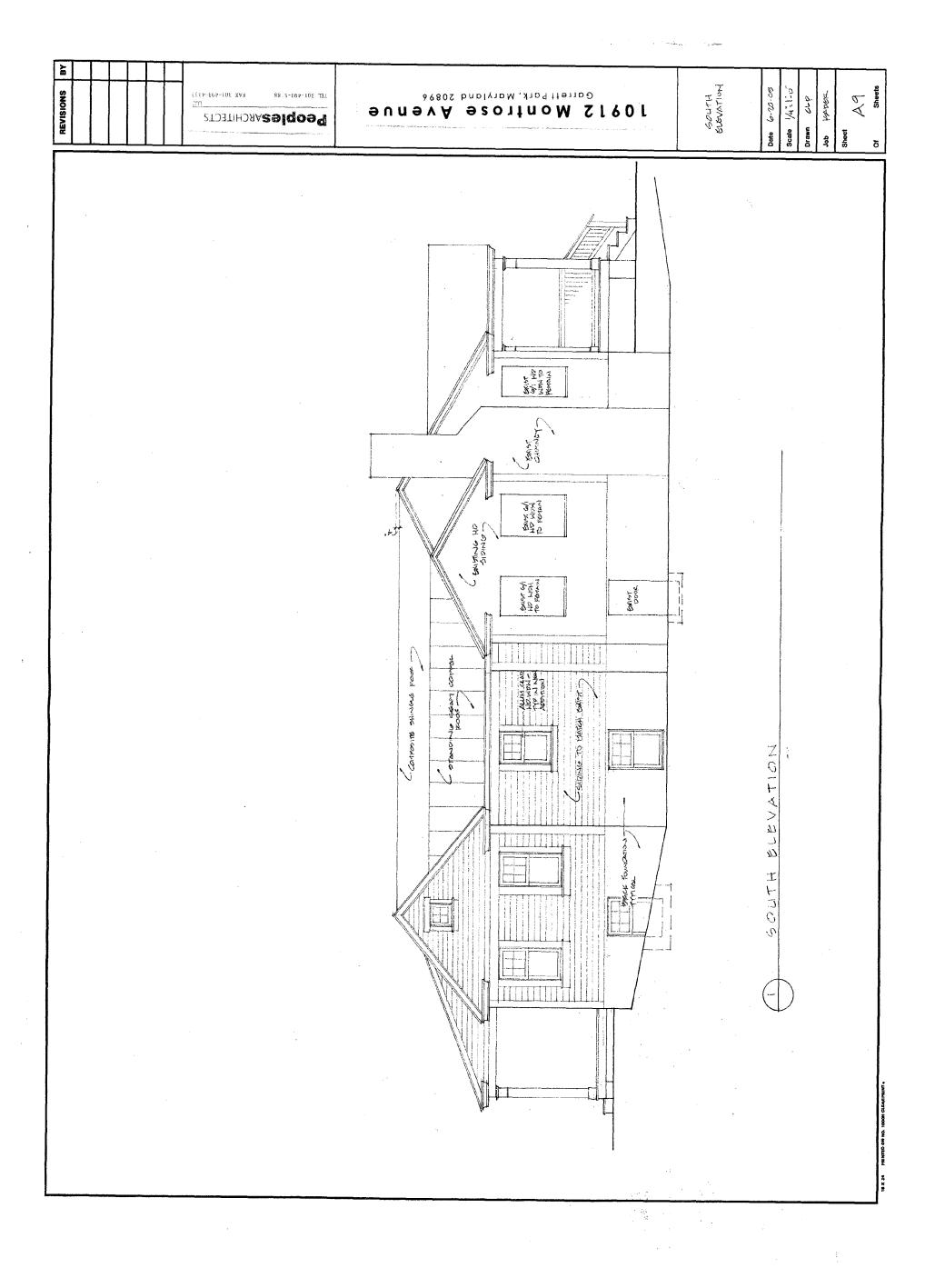
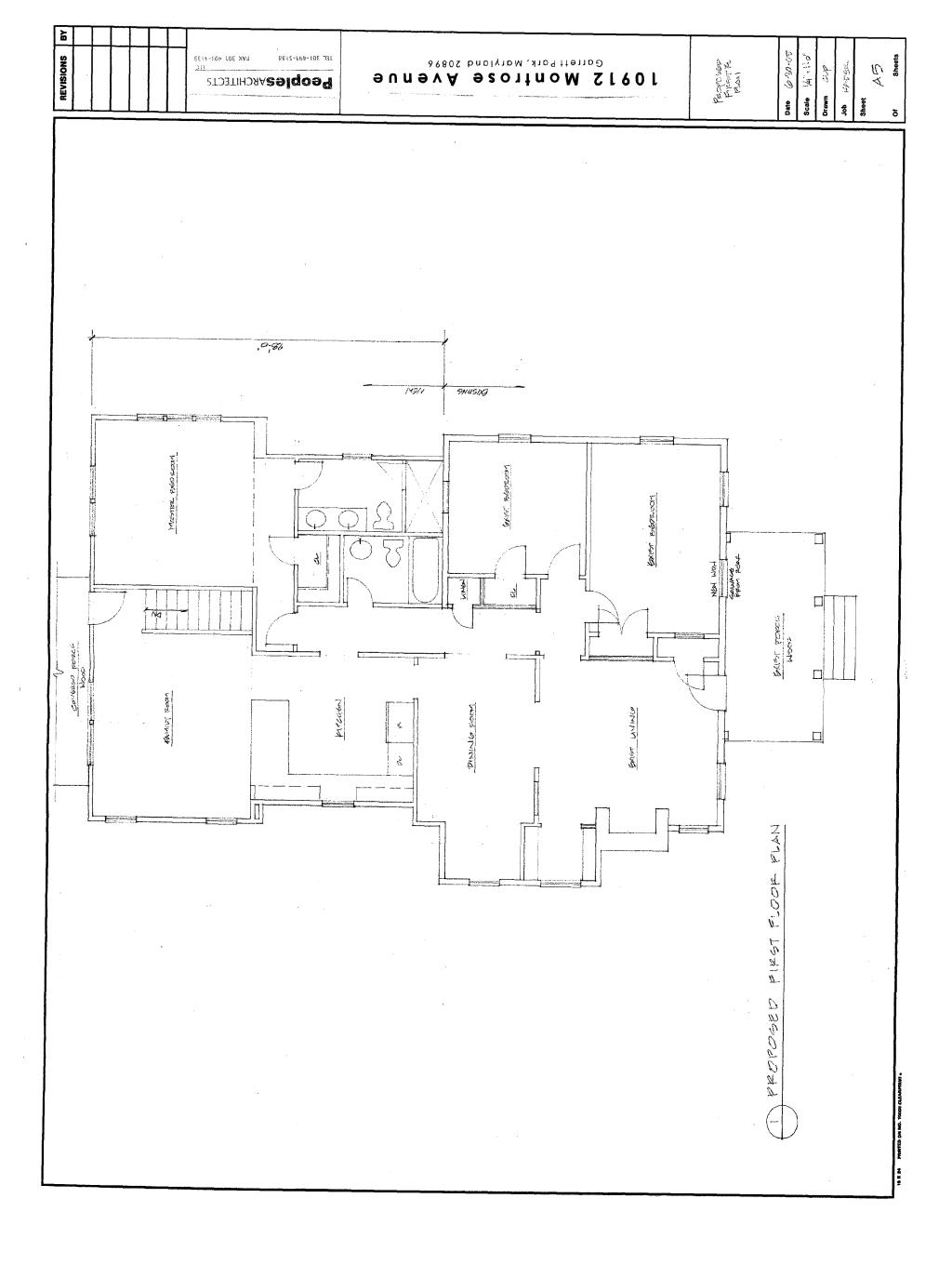
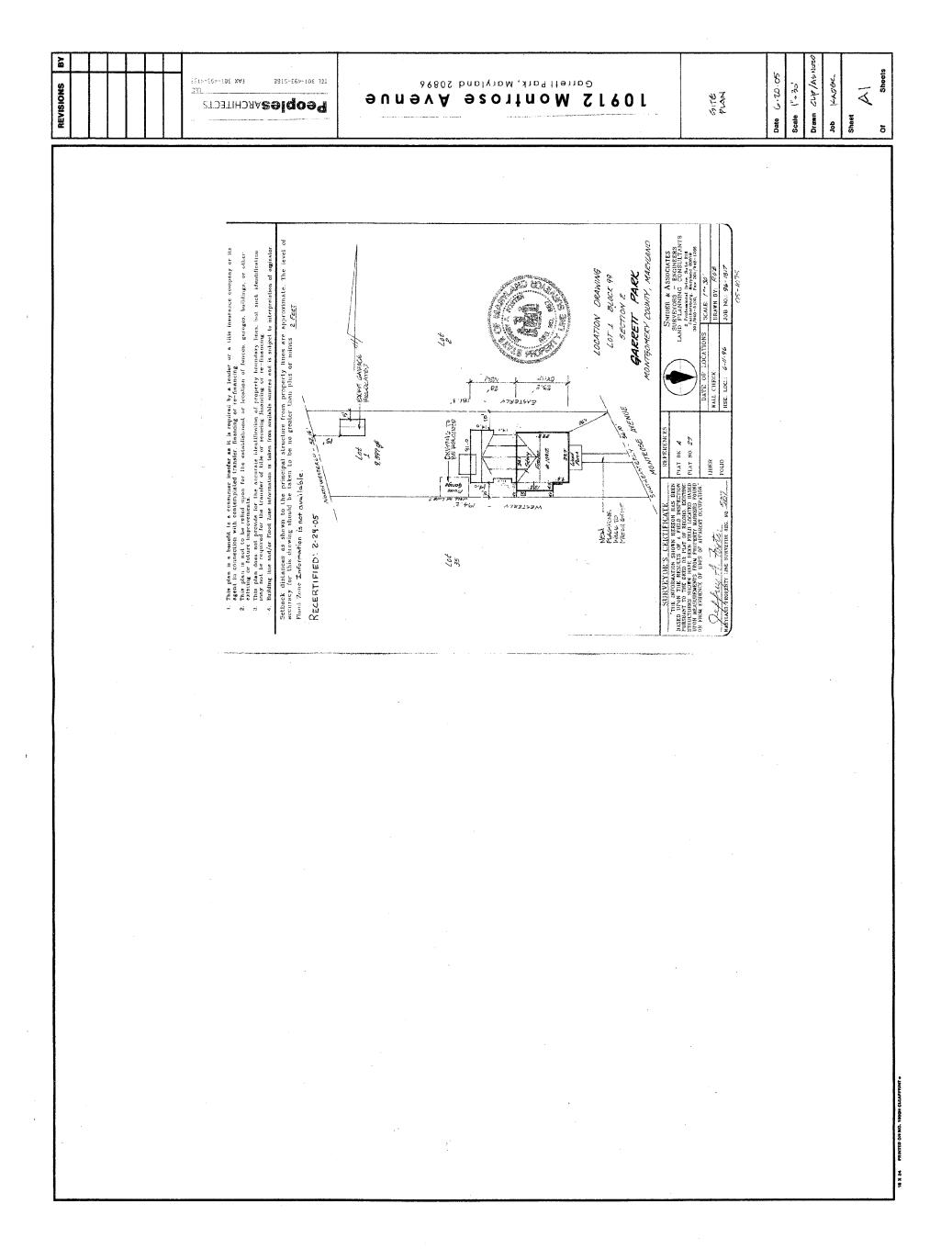
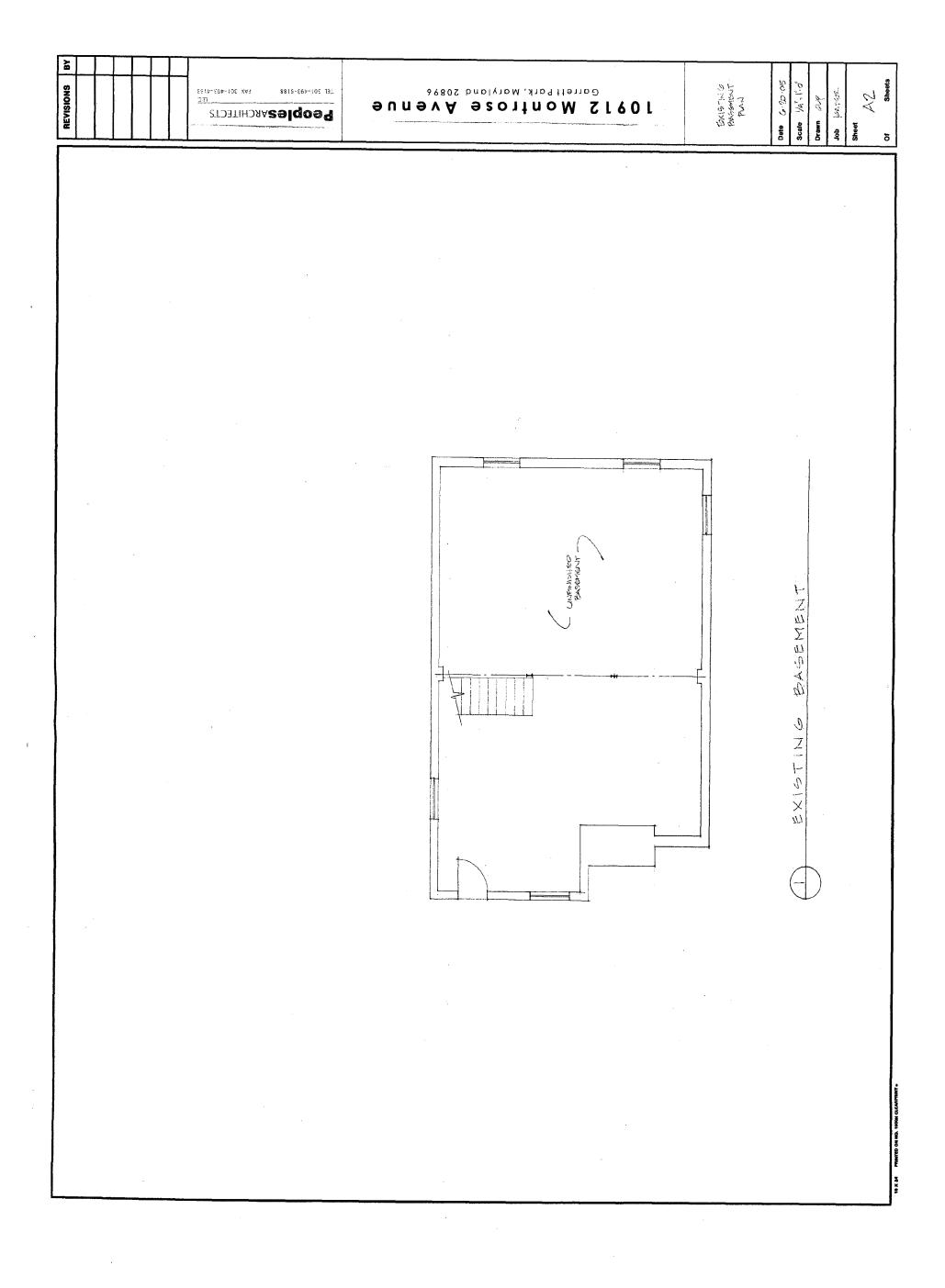
30/13-05B 10912 Montrose Ave Garrett Park Historic District Hamped michaely

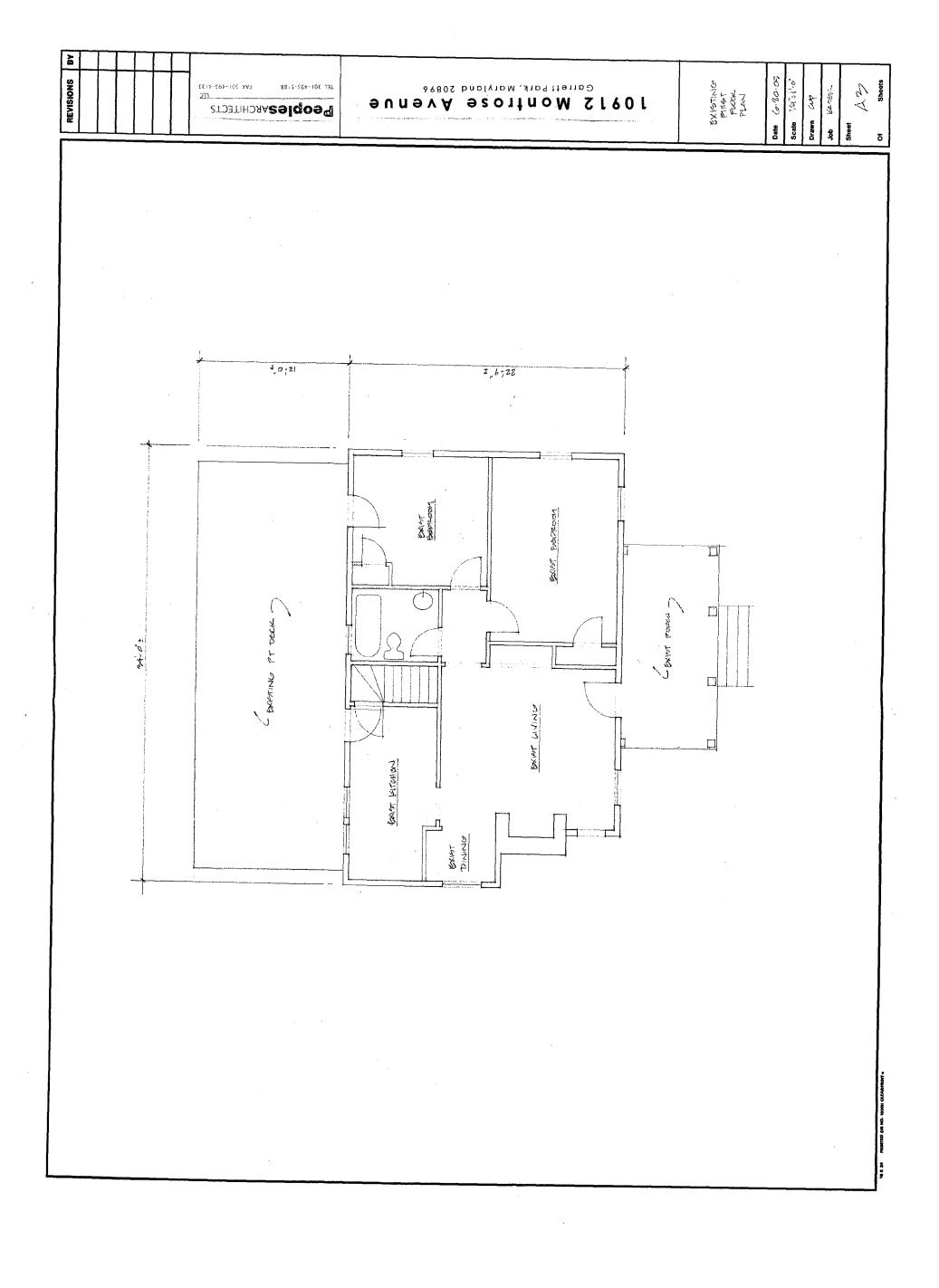


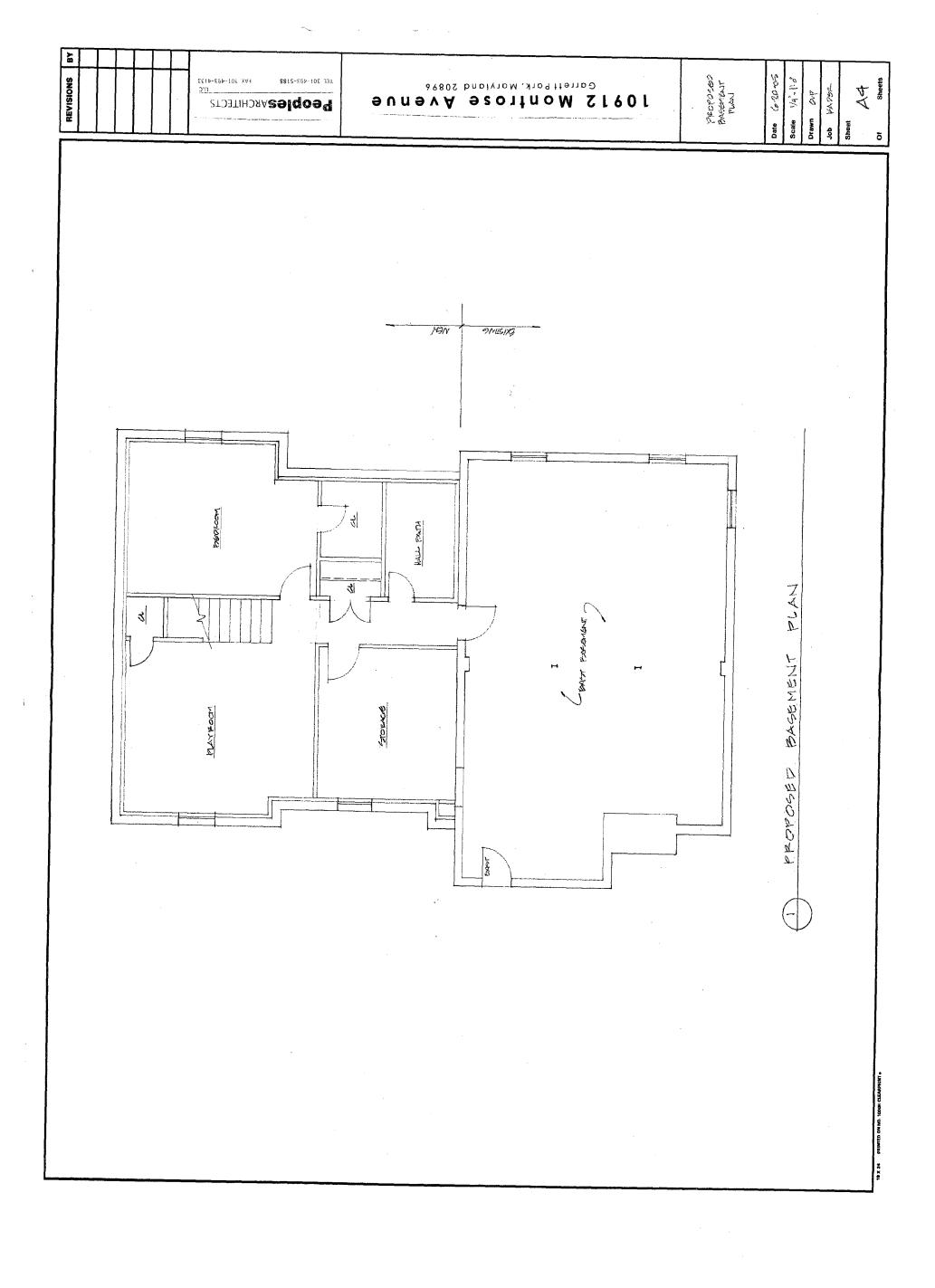


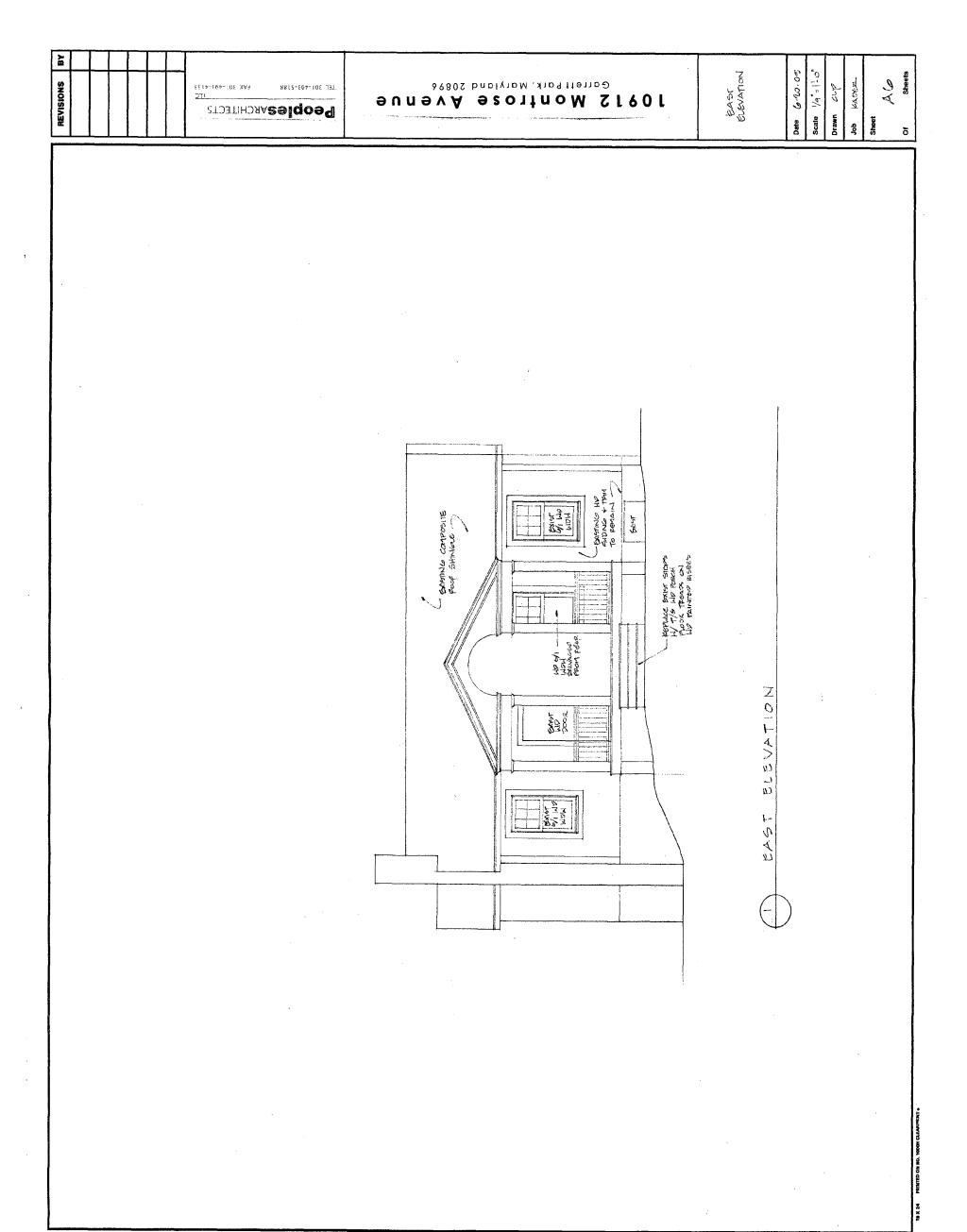




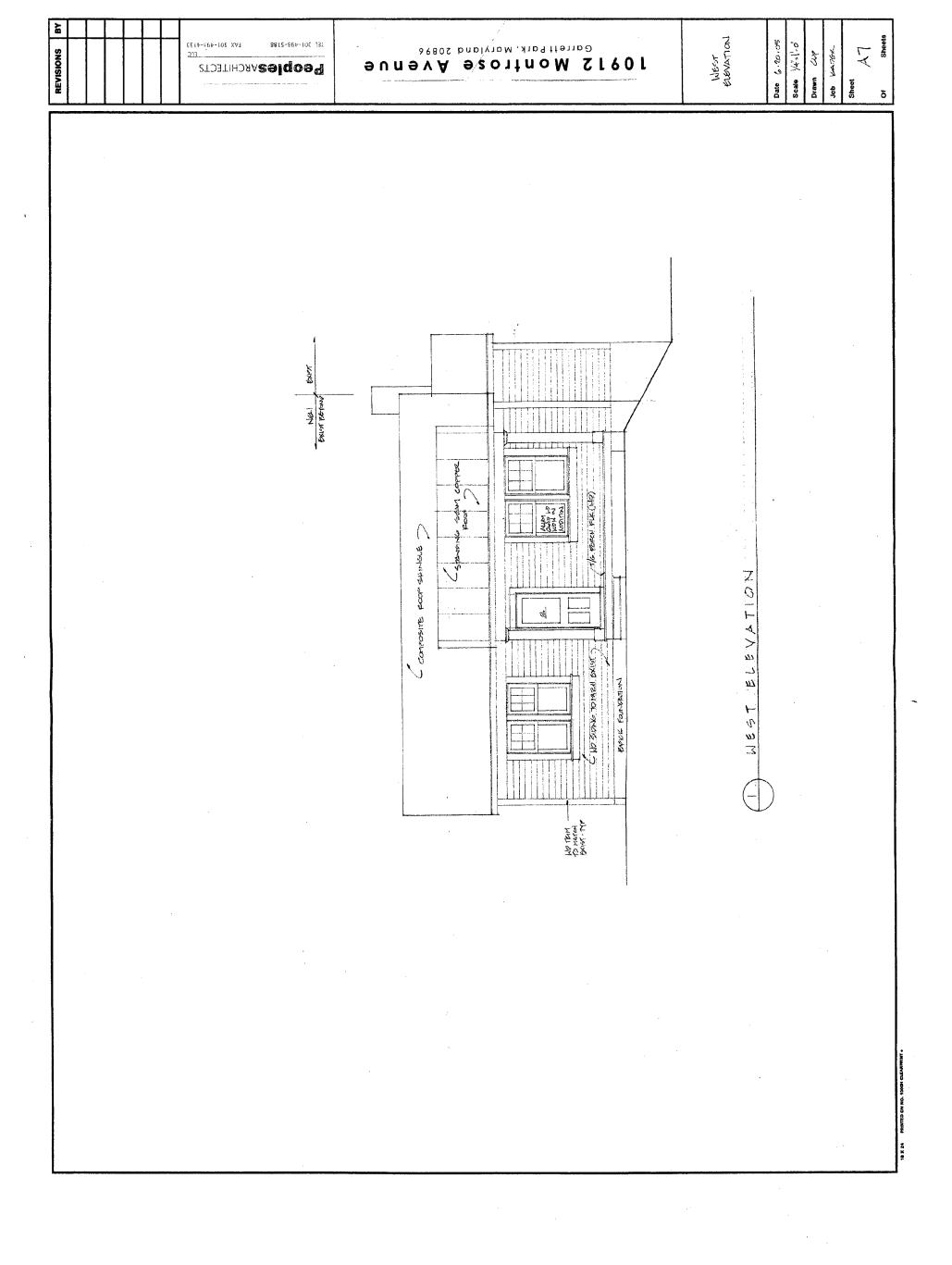








.



LLC

February 7, 2006

Ms. Michele Oaks Montgomery County Historic Preservation Commission 1109 Spring Street Suite 801 Silver Spring, Maryland 20910

Reference: 10912 Montrose Avenue

Garrett Park, Maryland HPC Case No. 30/13-05B

Dear Ms. Oaks:

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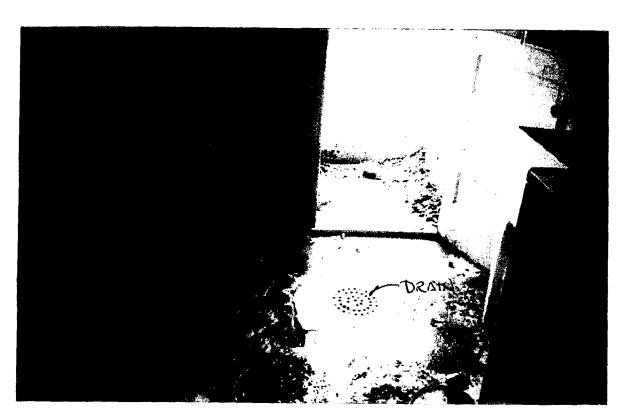
Sincerely

Christopher L. Peoples, AIA

Architect



VIEW MOON BASSMENT THROUGH EXISTING DOOR



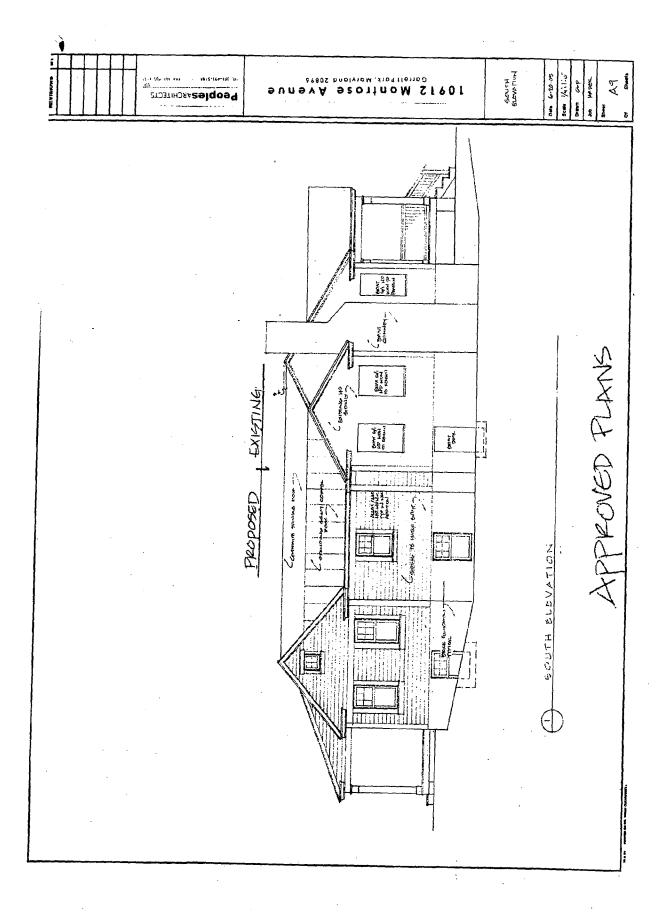
VIEH FROM BASSMENT THROUGH EXISTING POOR

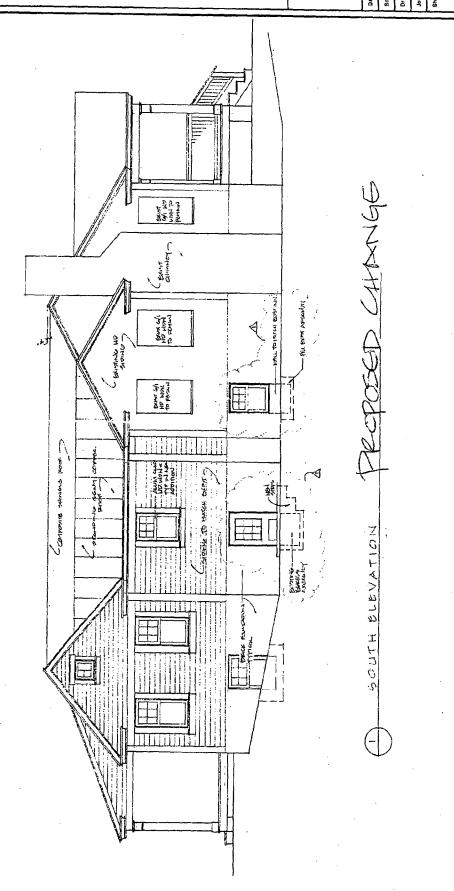


VIEW FROM BASEMENT THROUGH EXISTING DOOR



EXTERIOR AT EXISTING DOOR OPENING

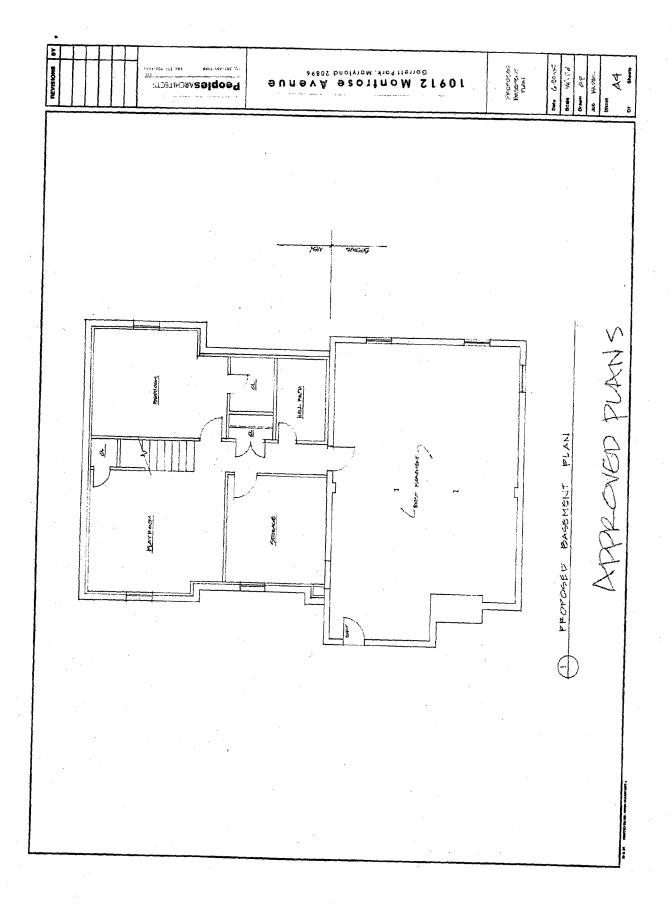




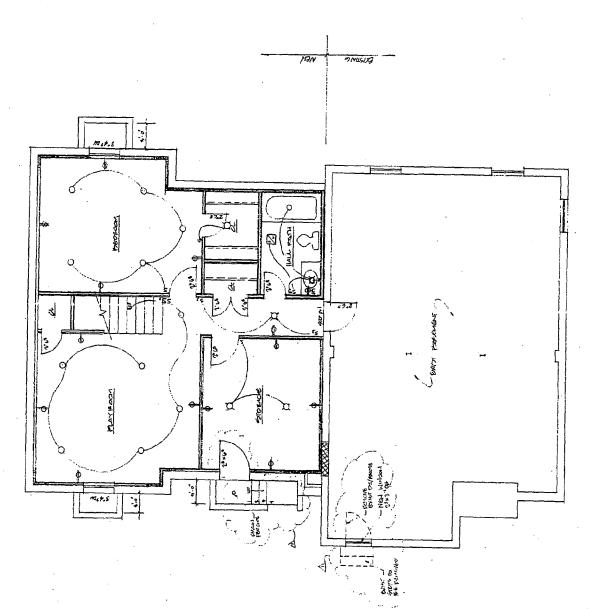
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10912 Monitose Avenue Garrell Park, Maryland 20896

SOUTH BLEVATION







PROPOSED BASEMENT

PeoplesARCHITECTS

10912 Monfrose Avenue

Date 8-10-05

Scale 1/4 - |

LLC

February 7, 2006

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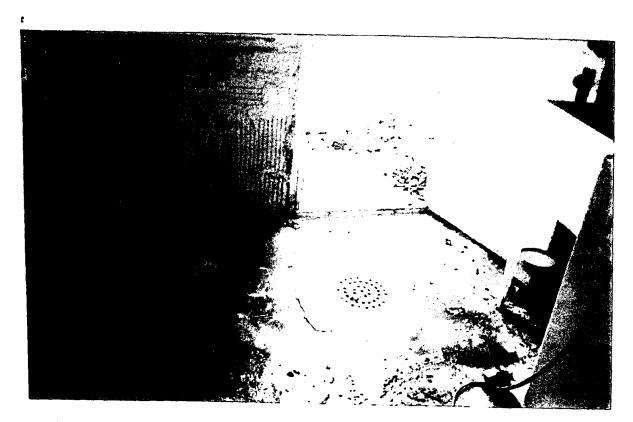
Architect



VIEW MON BASSMONT THROUGH EXISTING DOOR



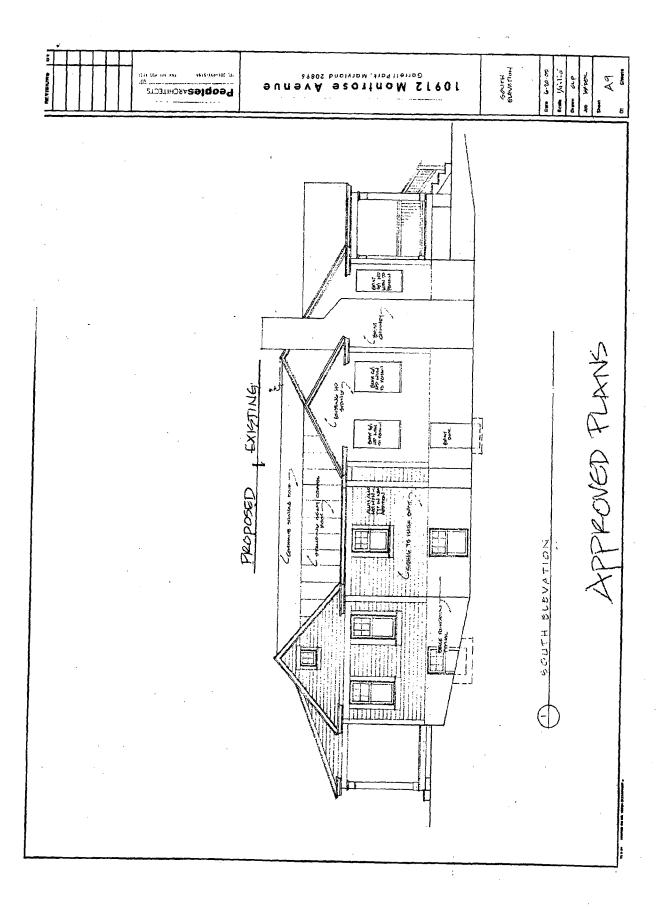
VIEH FROM BASSMENT THROUGH EXISTING DOOR

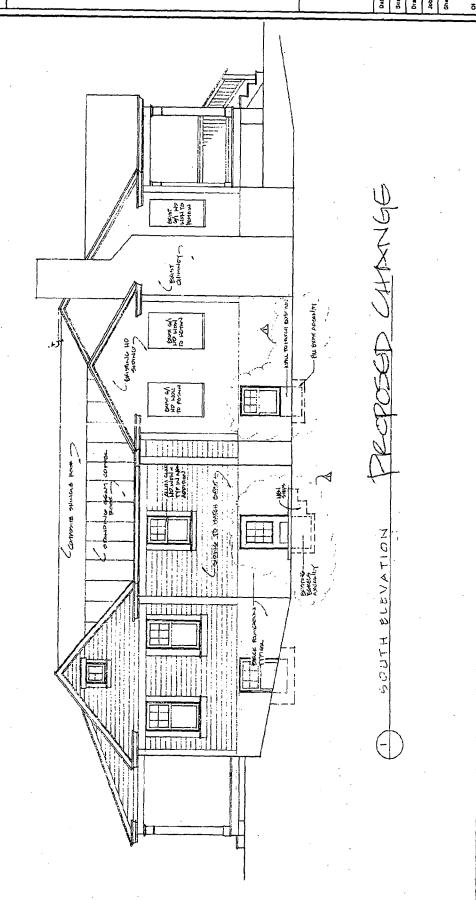


VIEW FROM BASEMENT THROUGH EXISTING DOOR



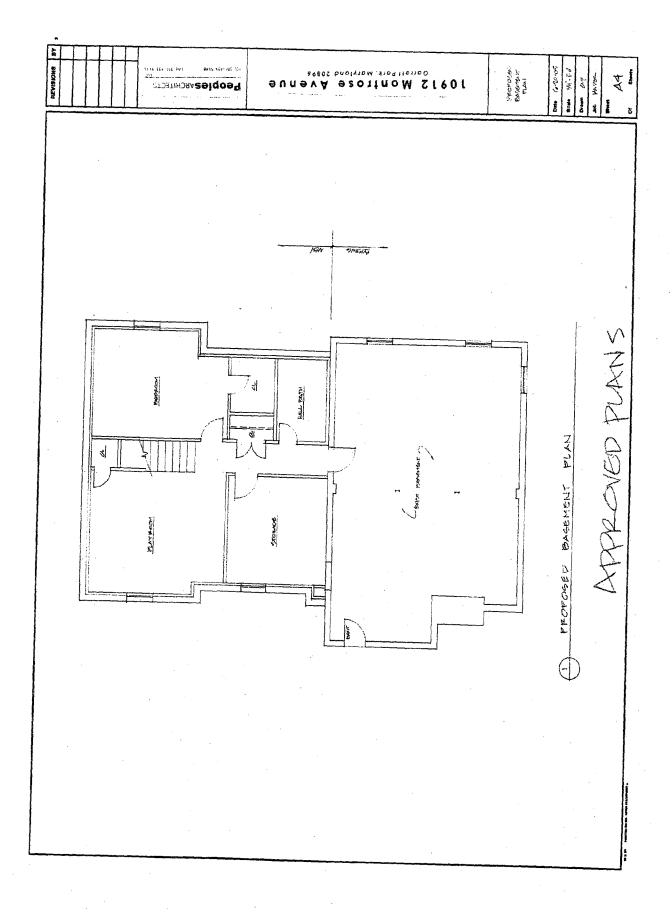
EXTERIOR AT EXISTING DOOR OPENING



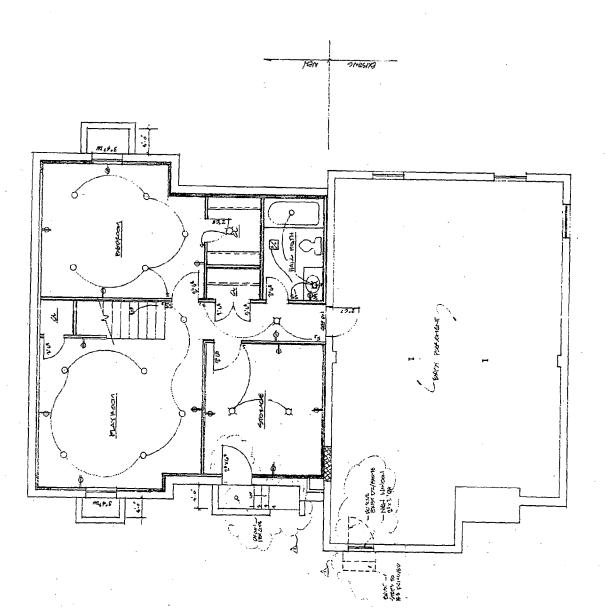


733 (FOR CON HOL MAI PeoplesARCHITECTS

10912 Montrose Avenue







PROPOSED BASEMENT PLAN
PROPOSED CHANGE

10912 Monitose Avenue

5619-669-166 XVS 201

Peoples ARCHITECTS

LC

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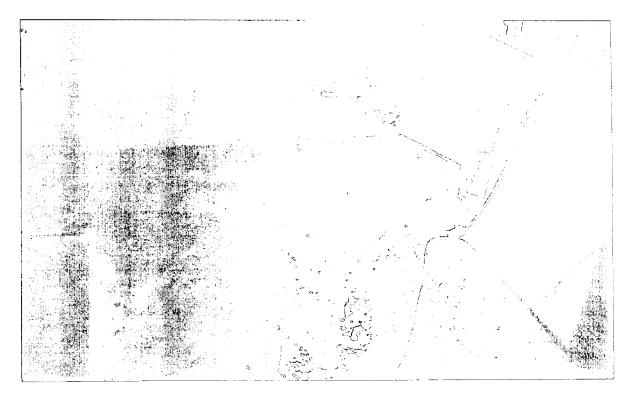
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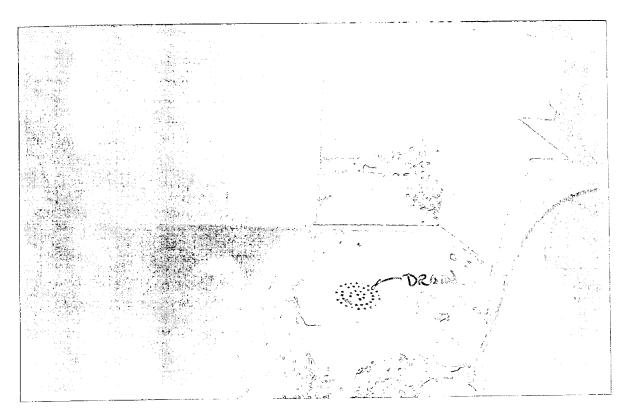
Sincere

Christopher L. Peoples, AIA

Architect



VIEW KROM BASSYENT THROUGH EXISTING DOOR



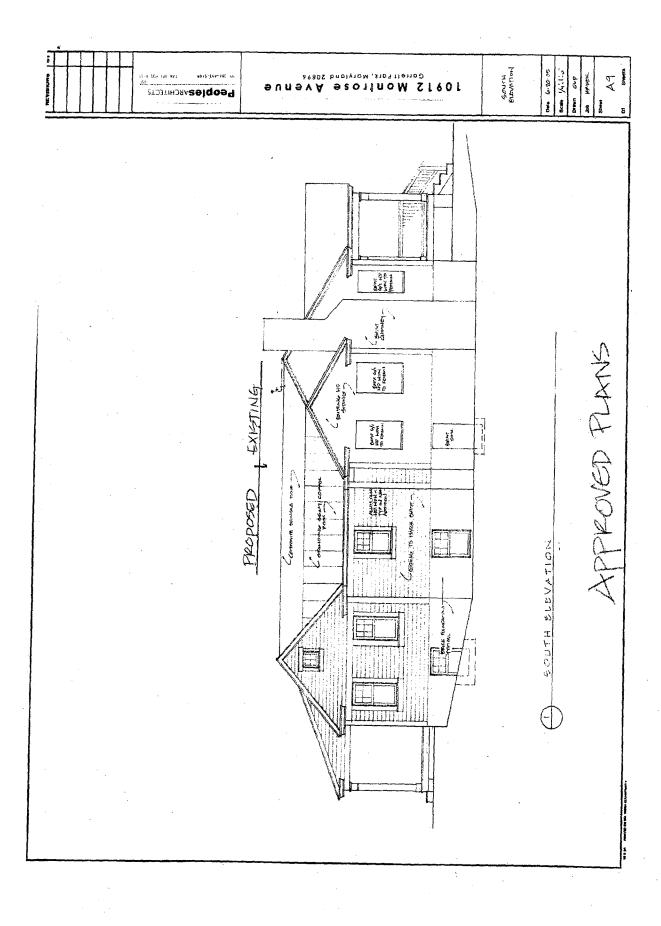
VIEH FROM BASSMENT THROUGH EXISTING POOR

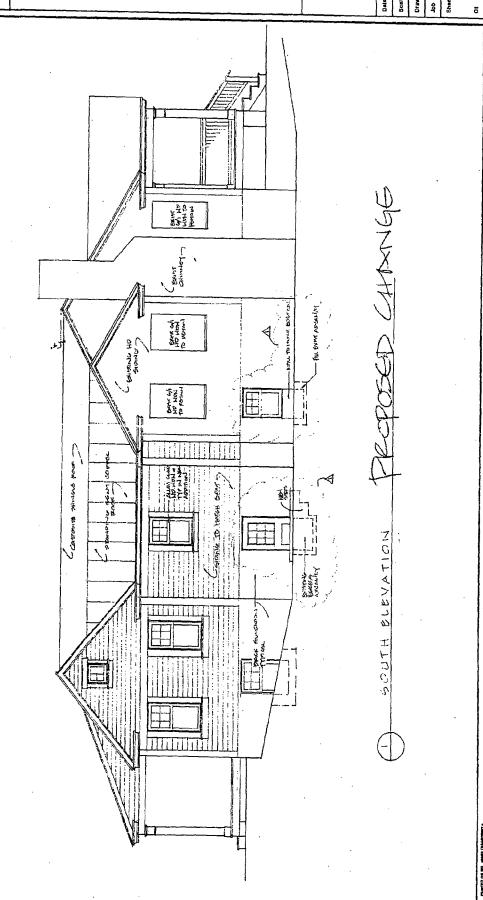


VIEW FROM BASEMENT THROUGH EXISTING DOOR



EXTERIOR AT EXISTING DOOR OPENING



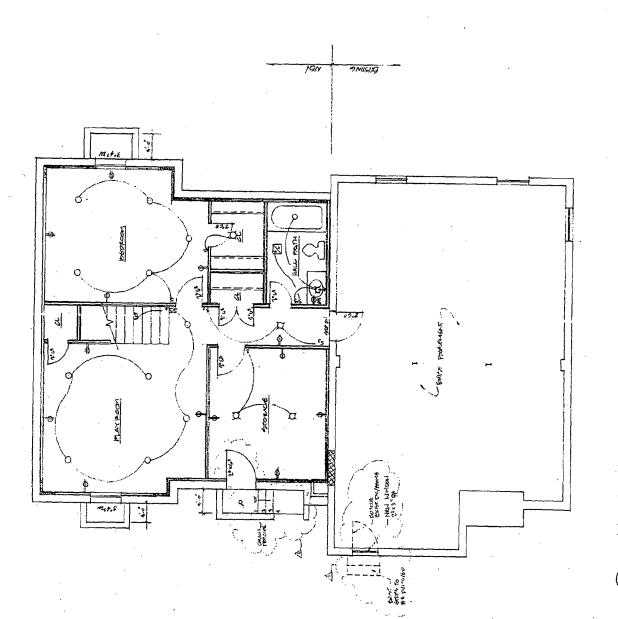


10912 Montrose Avenee

SOUTH ELEVATION

SEODISS VISCANI TO THE CLE 10912 Monitose Avenue PROPOSED BASEMENT PLAN

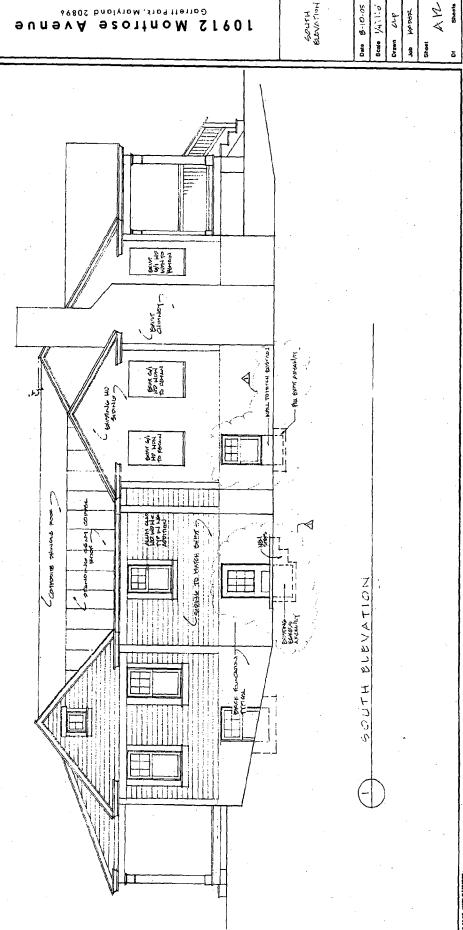


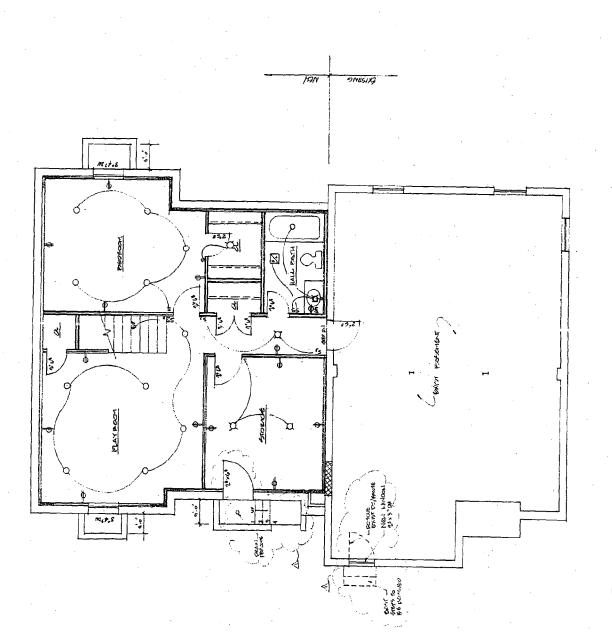


PROPOSED BASEMENT PLAN
PROPOSED CHANGE

Peoples ARCHITECTS

10912 Montrose Avenue





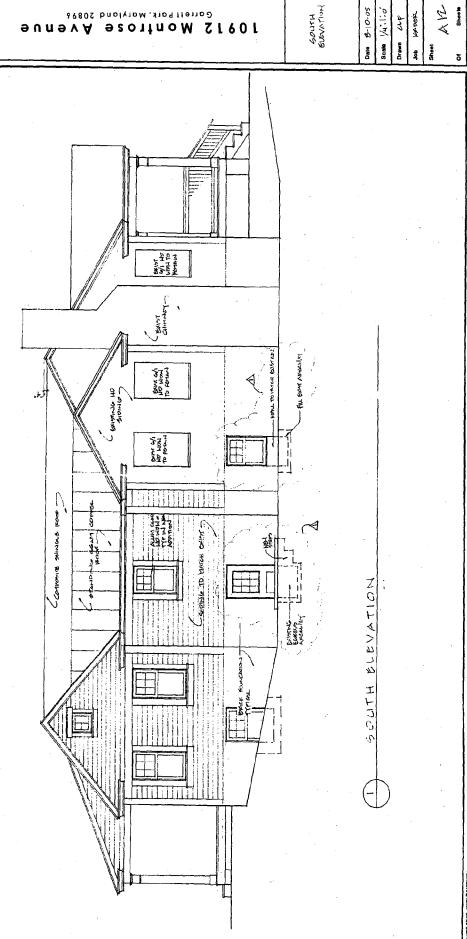
PROPOSED BASEMENT PLAN

Peoples ARCHITECTS

10912 Montrose Avenue

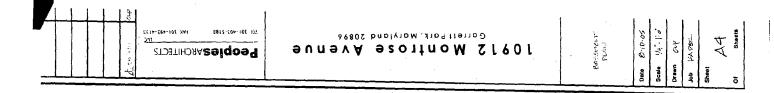
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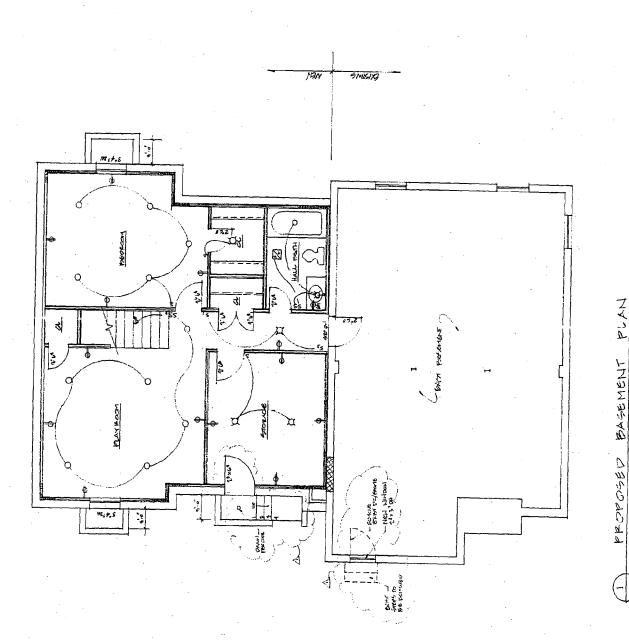
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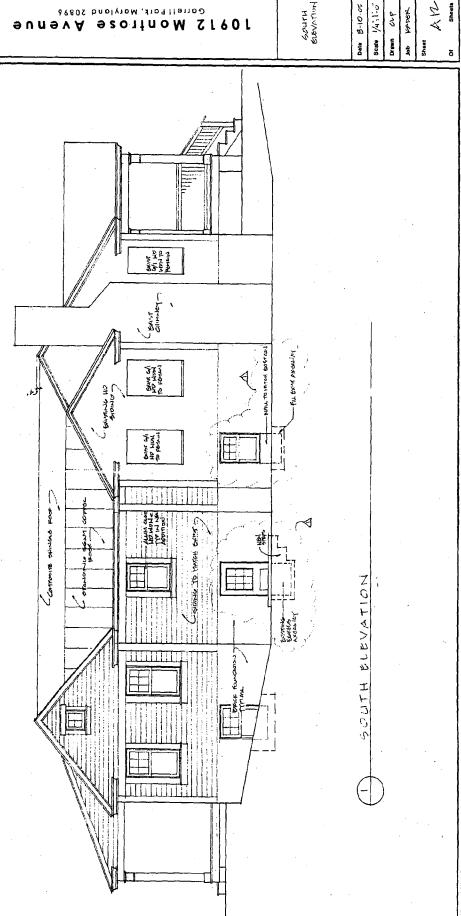


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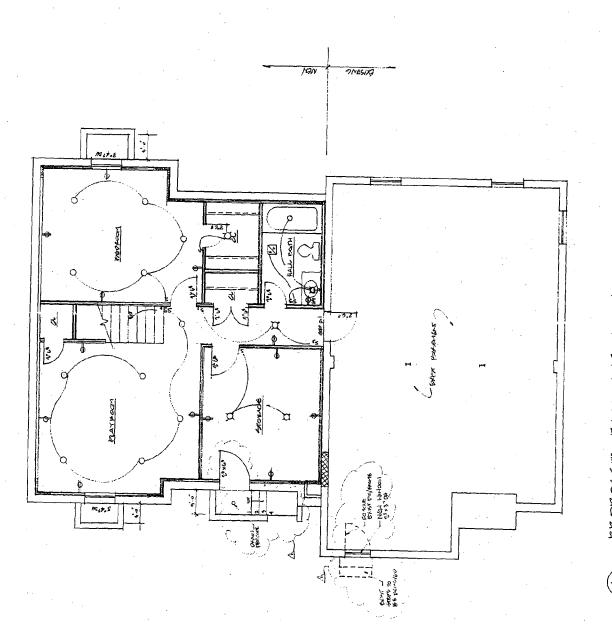
Реоріе SACHITECTS







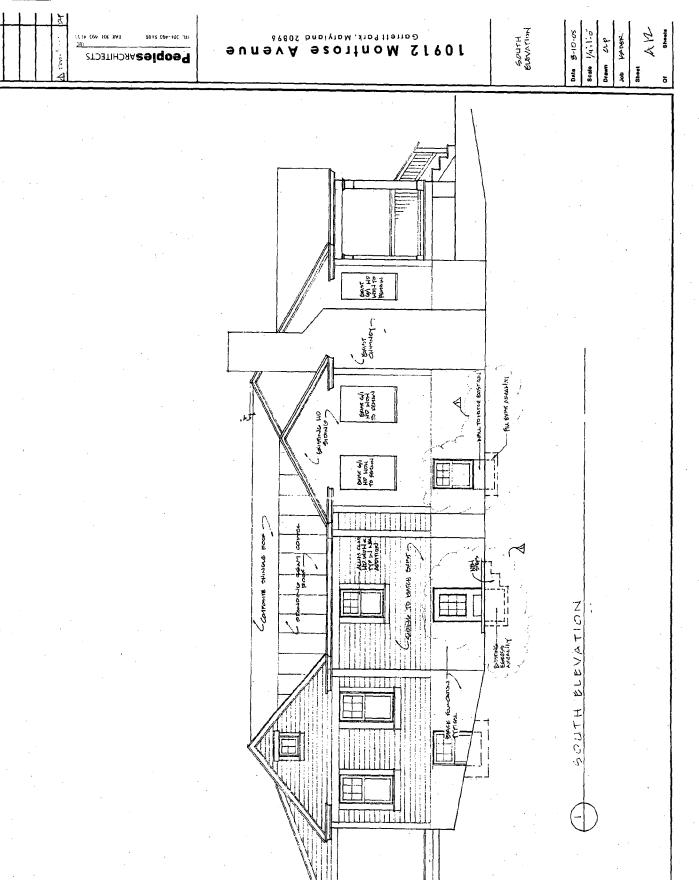
**Peoples**ARCHITECTS

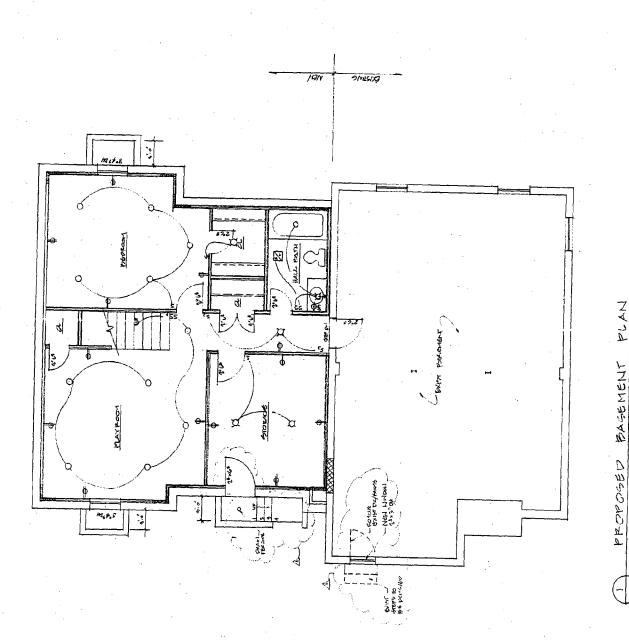


PROPOSED BASEMENT

Peoples ARCHITECTS

10912 Montrose Ave





Prof. or Sheet

POSTS Montrond 20896

**Реоріе** В АКСНІТЕСТ 5



#### Oaks, Michele

From:

Harry.Gordon@burthill.com

Sent:

Wednesday, February 08, 2006 3:26 PM

To:

Oaks, Michele

Cc:

garrett-park@comcast.net

Subject:

10912 Montrose Ave, Garrett Park, MD

#### Dear Michele:

Confirming our discussion today, Garrett Park does not object to the location of an entry way to the lower level in the addition that is being constructed at 10912 Montrose Avenue in Garrett Park, MD. Although this entry way would extend into the side setback somewhat, it will be below the finished grade and will not be a major visual feature on this elevation.

As a practical matter, the grade surrounding the historic structure cannot be readily modified to prevent the flow of water under the door into the existing basement of the historic structure and so a relocation of this entry is an appropriate solution.

Harry T. Gordon, FAIA Chairman Garrett Park Setback Advisory Committee 202.339.6866 http://www.burthill.com Oaks, Michele

STAFF ITEM

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VIEW FROM BASSMENT THROUGH EXISTING DOOR



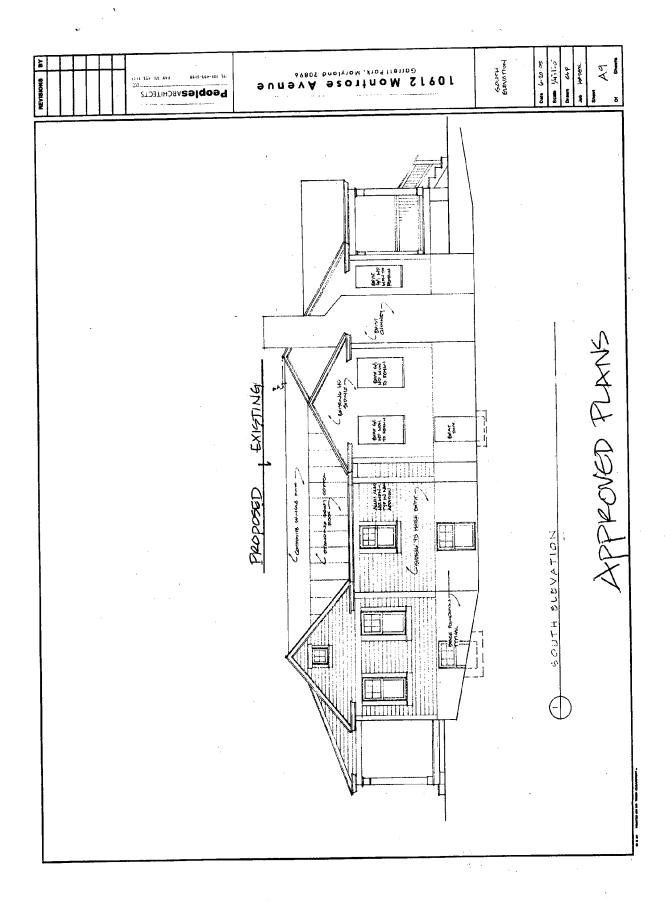
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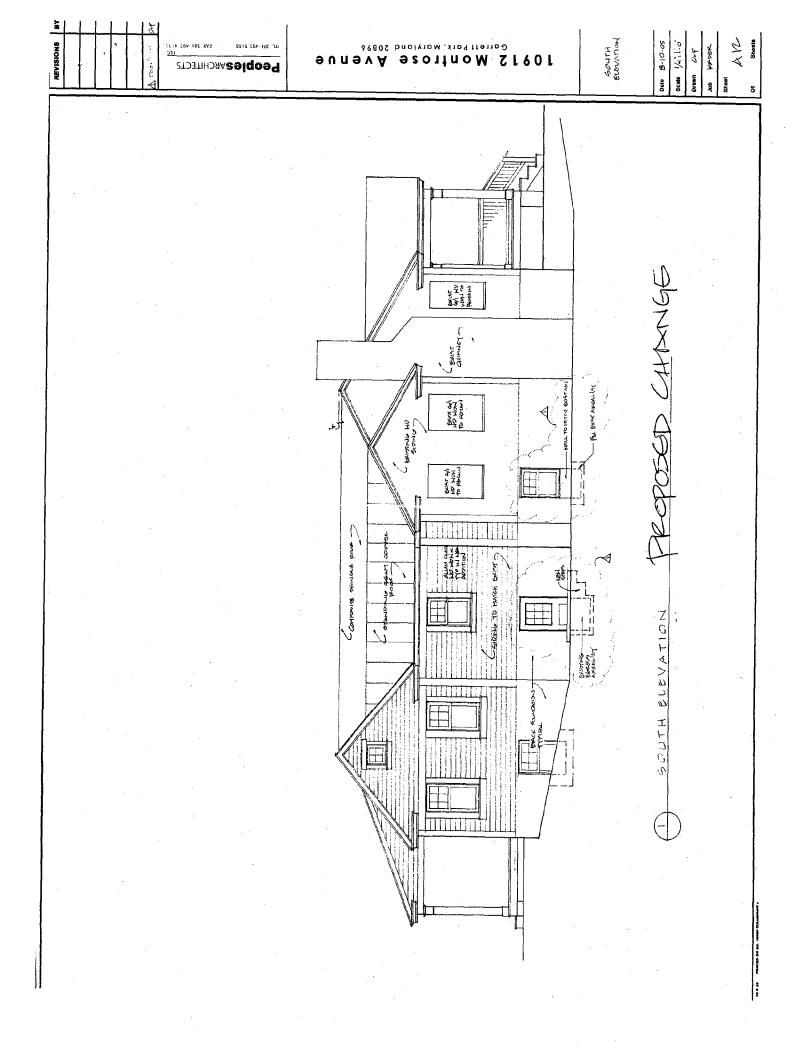


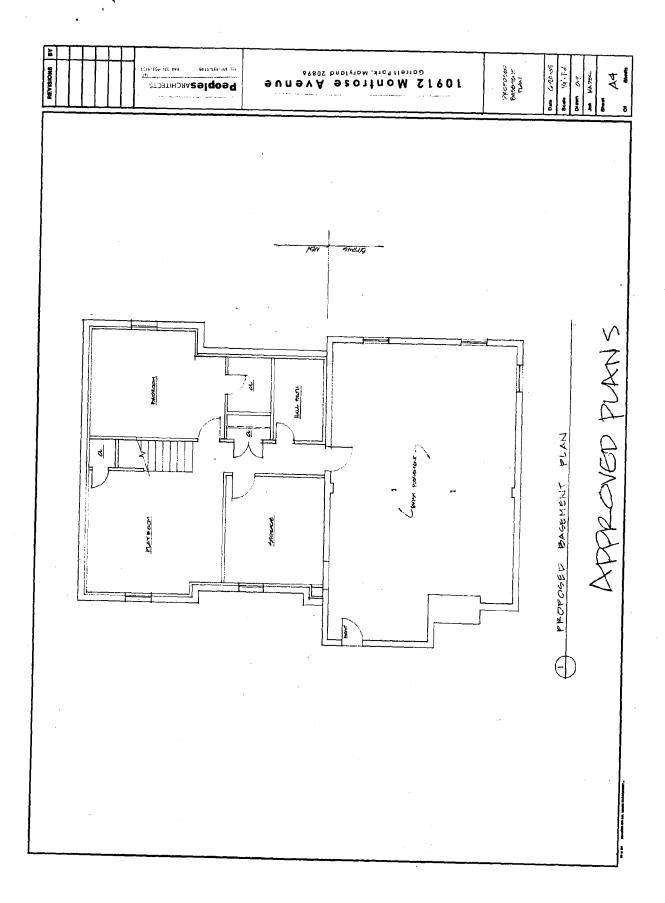
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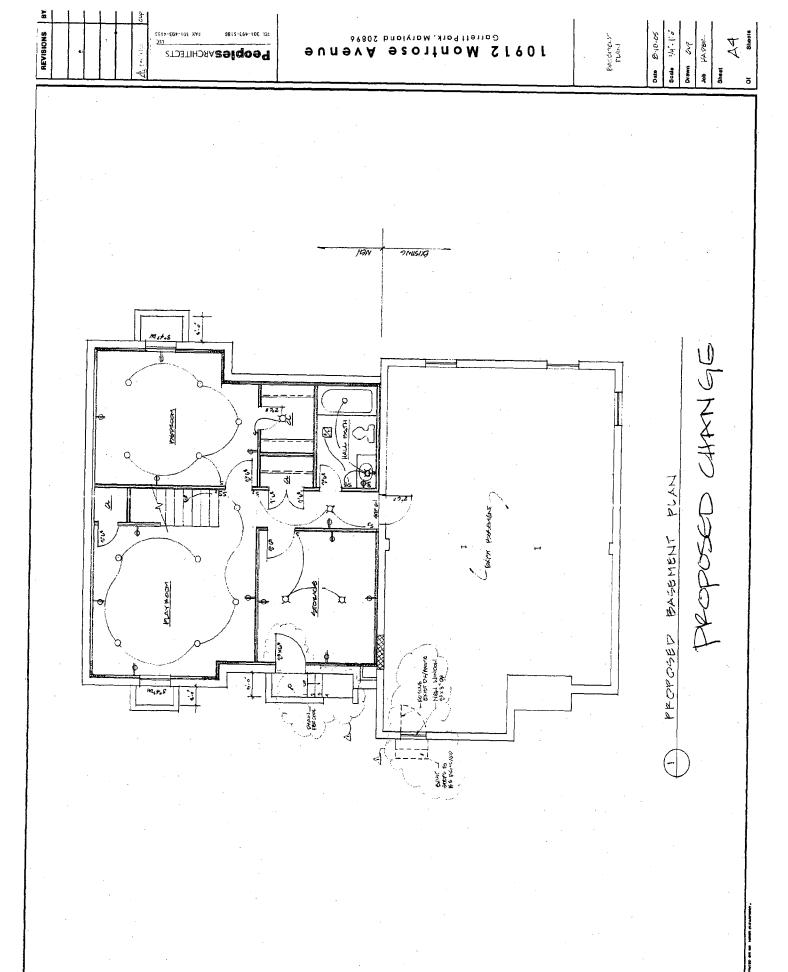


EXTERIOR AT EXISTING DOOR OPENING









February 9, 2006

Reggie Jetter
Department of Permitting Services
255 Rockville Pike
Rockville, Maryland 20850

RE:

Modification to Approved HAWP

10912 Montrose Avenue, Garrett Park Historic District

Mr. Jetter:

I am writing you this letter in response to the owner's desire to modify the original design for the south elevation for the abovementioned property. The applicants propose to change the door on the original massing to a window and install a door on the addition where there currently is a window proposed. This proposed modification to the plan was requested, as there are significant water problems with the door in its current location.

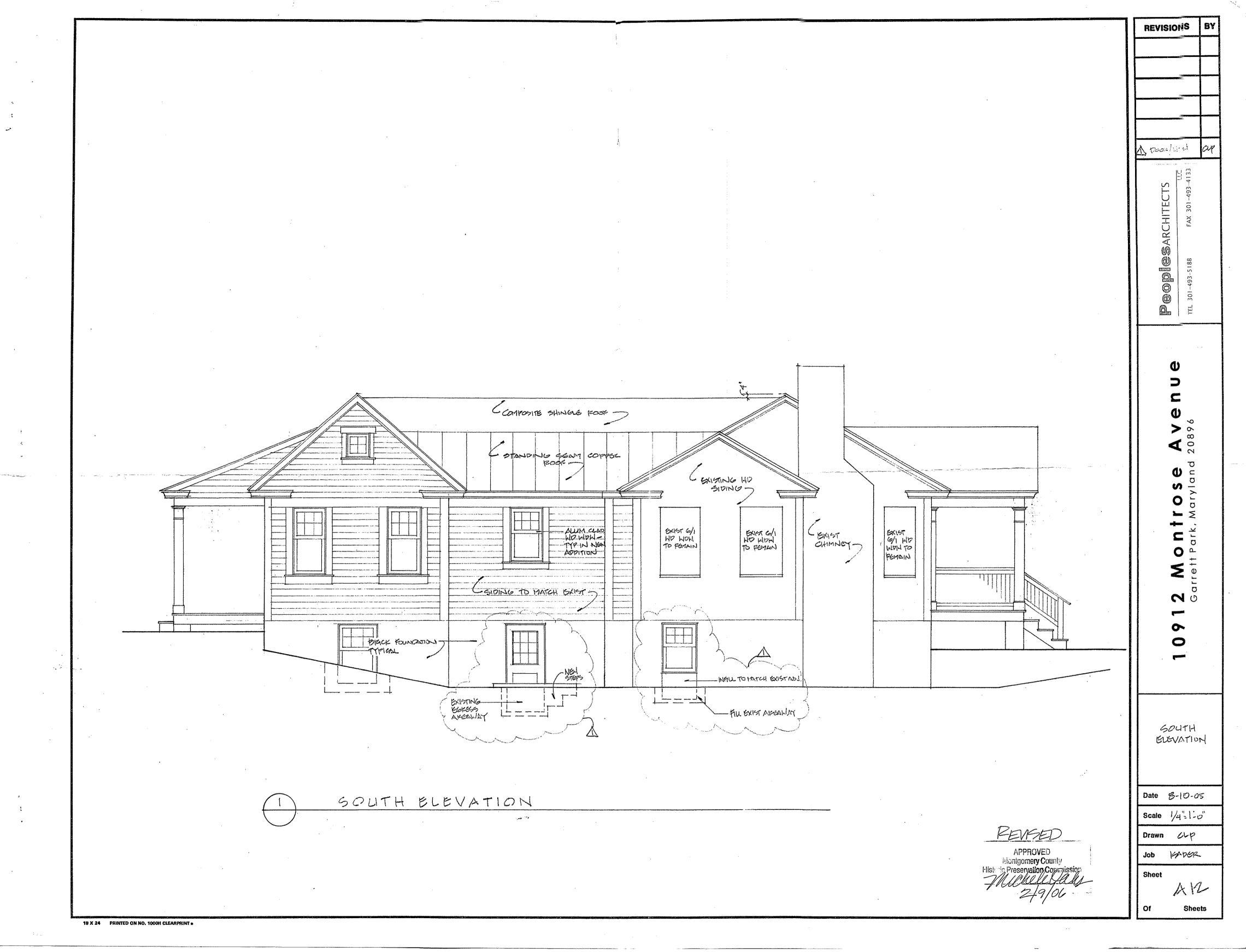
Please utilize this letter as the Commission's support for the issuance of a building permit for this change. If you have any additional questions, please do not hesitate to contact me at 301-563-3400. Thank you so much for your continued support of our program and your assistance in this matter.

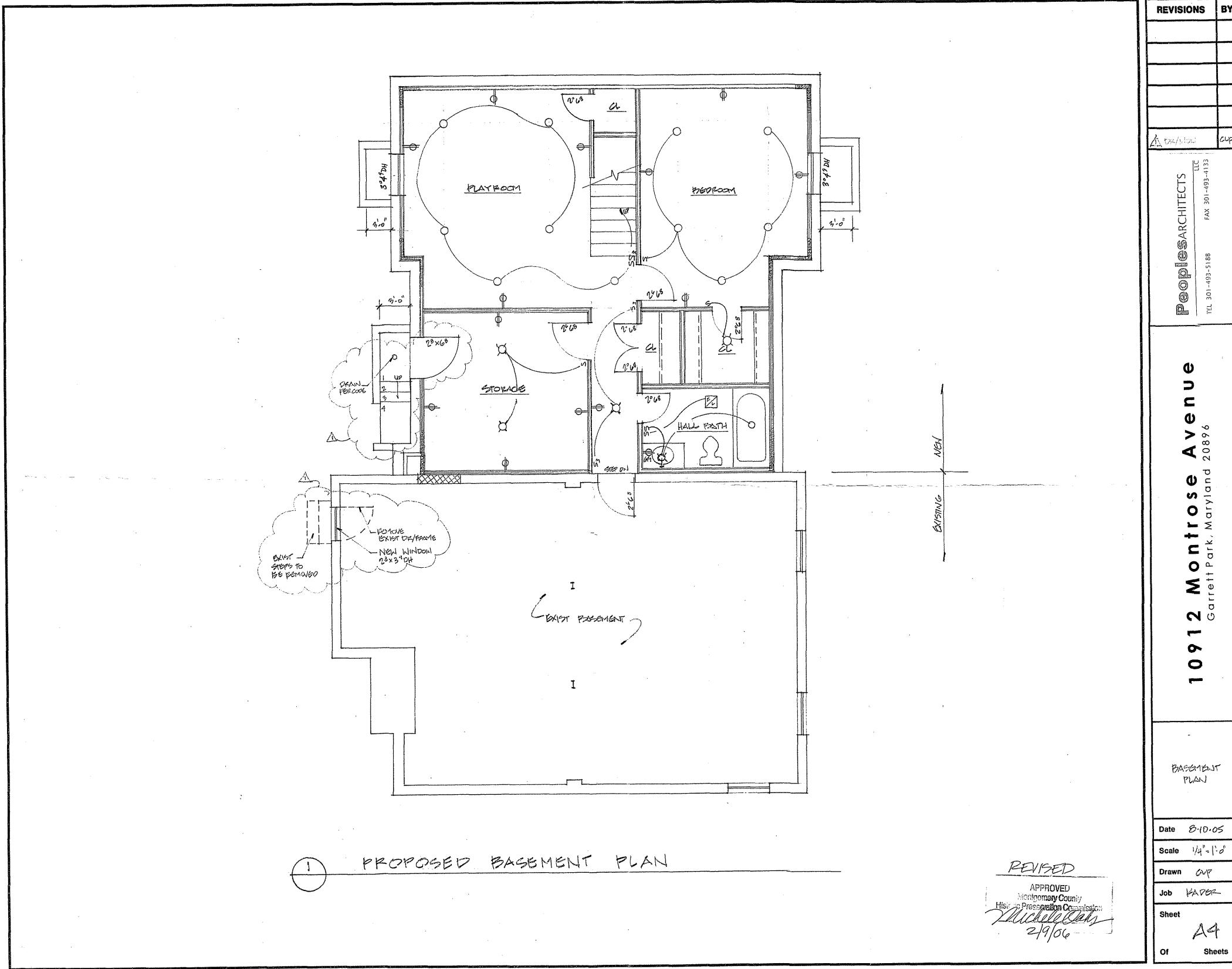
Sincerely,

Michele Oaks, Senior Planner

M-NCPPC - Historic Preservation Office

Cc: Mr. Harry Gordon, Town of Garrett Park





ВУ Date 8-10-05 Scale 1/4"=|-0"

18 X 24 PRINTED ON NO. 1000H CLEARPRINT •

#### MONTGOMERY COUNTY DEPARTMENT OF PARK AND PLANNING

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

8787 Georgia Avenue Silver Spring, Maryland 20910-3760 301-495-4500, www.mncppc.org

Date: October 6, 2005

#### **MEMORANDUM**

TO:

Robert Hubbard, Director

Department of Permitting Services

FROM:

Michele Oaks, Senior Planner

Historic Preservation Section

SUBJECT:

Historic Area Work Permit #388252 for rear addition

The Montgomery County Historic Preservation Commission (HPC) has reviewed the attached application for a Historic Area Work Permit (HAWP) at its public hearing on July 13, 2005. This application was APPROVED with conditions. The conditions of approval were:

- 1. The specification sheets outlining the manufacturer, model and description of product for all windows and doors, to be used in the addition will be submitted with the permit sets of drawings. If these specification sheets do not illustrate materials and designs typically approved by the Commission (simulated divided light wood windows, which contain muntins that are permanently bonded to the interior and exterior of the insulating glass simulating a divided light appearance and solid wood exterior doors), the staff will require that they be reviewed and approved by the Commission in a revision to the approved Historic Area Work Permit Application.
- 2. Provide documentation regarding window installation on the front façade. If it cannot be established that historically there was a window in this location then the window cannot be installed.
- 3. A tree protection plan will be developed by a certified arborist and reviewed, approved by staff and implemented prior to the commencement of construction.

THE BUILDING PERMIT FOR THIS PROJECT SHALL BE ISSUED CONDITIONAL UPON ADHERENCE TO THE APPROVED HISTORIC AREA WORK PERMIT (HAWP).

Applicant:

Rita and Jawad Abdul Kader (Christopher Peoples, AIA)

Address:

10912 Montrose Avenue, Garrett Park Master Plan Historic District

This HAWP approval is subject to the general condition that, after issuance of the Montgomery County Department of Permitting Services (DPS) permit, the applicant will contact the Historic Preservation Office if any alterations to the approve plans are made prior to the implementation of such changes to the project.



DPS - #8



## HISTORIC PRESERVATION COMMISSION 301/563-3400

# APPLICATION FOR HISTORIC AREA WORK PERMIT

	Contact Person: CHTOTOCHEL RESIDEN
	Daytime Phone No.: 321 413 5183
Tax Account No.: 00057860	garagen garagen
Name of Property Owner: [51] A AFFINITED AWARD PROSENT	Daytime Phone No.: Set 440 466
	1. /4.0 '2.31 1 / Start Zip Code
	Phone No.: 301320 Fee
Contractor Registration No.: 41.8 05	
Agent for Owner: CHASTURATOR POORIES	
LOCATION OF BUILDING/PREMISE	
House Number: 10417	Street MONDOSC AVE
Town/City: CARRETT PACK Nearest Cros	s Street: STEATHMORE ALE
Lot: Block: GG Subdivision: C2A	RAST PARK
Liber: Folio: Parcel:	
PART ONE: TYPE OF PERMIT ACTION AND USE	
F. Communication of the Commun	IECK ALL APPLICABLE:
The state of the s	A/C ☐ Stab     N Room Addition    N Perch ☐ Deck ☐ Shed
	ye too the same of
CA Maura	Solar   Fireplace   Woodburning Stove       Single Family
•	Solar   Fireplace   Woodburning Stove   Single Family
☐ Revision ☐ Repair ☐ Revocable . ☐	Fence/Wall (complete Section 4) ① Other:
☐ Revision ☐ Repair ☐ Revocable ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	Fence/Wall (complete Section 4) ① Other:
□ flevisjon □ Repair □ Revocable . □	Fence/Wall (complete Section 4)   Other:
Revision   Repair   Revocable   Revocabl	Fence/Wall (complete Section 4) ① Other:
18. Construction cost estimate: \$ 150.0000  16. If this is a revision of a previously approved active permit, see Permit #  PART TWO: COMPLETE FOR NEW CONSTRUCTION AND EXTEND.  2A. Type of sewage disposal: 01 \$\times\$ WSSC 02 \$\times\$ See	Fence/Wall (complete Section 4) ① Other:  ### Complete Section 4) ② Other:  #### Complete Section 4) ② Other:
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Revision   Repair   Revocable   Revocabl	Fence/Wall (complete Section 4) ① Other:  ###################################
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Revision   Repair   Revocable   Revocabl	Fence/Wall (complete Section 4)
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SEE REVERSE SIDE FOR INSTRUCTIONS

(6)

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

#### WRITTEN DESCRIPTION OF PROJECT

Description of existing structure(s) and environmental setting, including their historical features and significance:		•	
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FULL POISSEMENT ON SOMETHING LOT IN THE GARRETT PURCE		,	
HISTORIC DISTRICT - CHARGETT MARK, MD. SHE CHITTSHILDING			
15 LYAND OF THE SATE (CONTACT) AST IS ALS AS			٠.
CONTRACTOR PRODUCES CLARETT GARAGE CAR TRUE			
By Accessed him the well-miles & Directory Gill			
CONTRACTOR PRAINTER DESERVISION IS FOR I		4	
ELECT 49 SCORES COMMENT PARK, MENTERSHEY CONTRACT CONTRAC			
General description of project and its effect on the historic resource(s), the environmental setting, and, where applicable, the historic district:			
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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.

#### PLANS AND ELEVATIONS

SITE PLAN

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 manufectured items proposed for incorporation in the work of the project. This information may be included on your design drawings.

#### 5. PHOTOGRAPHS

- a. Clearly tabeled photographic prints of each tacade of existing resource, including details of the affected portions. All tabels should be placed on the front of photographs.
- b. Clearly tabel 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 be within the or cases of any tree 8° or larger in diameter (at approximately 4 feet above the ground), you must file an accurate tree survey identifying the size, received 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 lat(s) or parcel(s) which lie directly across the street/highway from the parcel in question, You can octain this information from the Department of Assessments and Taxation, 51 Monroe Street, Rockville, (301/279-1355).

(A)

#### HISTORIC PRESERVATION COMMISSION STAFF REPORT

Address:

10912 Montrose Avenue, Garrett Park

**Meeting Date:** 

07/13/05

Resource:

Review:

Outstanding Resource

**Report Date:** 

07/06/05

**Garrett Park Historic District** 

**Public Notice:** 

06/29/05

**Case Number: 30/13-05A** 

HAWP

**Tax Credit:** 

None

**Applicant:** Rita and Jawad Abdul Kader

Staff:

Michele Oaks

PROPOSAL: Rear Addition

**RECOMMEND:** 

Approve with Conditions

**RECOMMENDATION:** Staff recommends that the Commission approve this Historic Area Work Permit (HAWP) application with the conditions that:

- 1. The specification sheets outlining the manufacturer, model and description of product for all windows and doors, to be used in the addition will be submitted with the permit sets of drawings. If these specification sheets do not illustrate materials and designs typically approved by the Commission (simulated divided light wood windows, which contain muntins that are permanently bonded to the interior and exterior of the insulating glass simulating a divided light appearance and solid wood exterior doors), the staff will require that they be reviewed and approved by the Commission in a revision to the approved Historic Area Work Permit Application.
- 2. Provide documentation regarding window installation on the front façade. If it cannot be established that historically there was a window in this location then the window cannot be installed.

#### PROJECT DESCRIPTION

SIGNIFICANCE:

Outstanding Resource within the Garrett Park Historic District.

STYLE:

Colonial Revival/Craftsman "Chevy House"

DATE:

1927

This one-story, three-bay, dwelling is clad in German lap siding and the asphalt shingle roof is detailed with a brick chimney. The house is set upon brick perimeter foundation and is ornamented with a projecting gable porch, which contains small, square, Doric porch columns and a simple square, inset picket balustrade. The house also contains a large wooden deck, which protrudes from the rear elevation. The property also contains a one-car garage, designated also as an outstanding resource and clad in wood lap siding. The garage contains its original set of six, light, three-paneled, roller bearing sliding garage doors.

The subject lot contains several mature trees and measures approx. 56' wide by 190' long.

#### **APPLICABLE GUIDELINES:**

When reviewing alterations and additions to Outstanding resources within the Garrett Park Master Plan Historic District two documents are to be utilized as guidelines to assist the Commission in developing their decision. These documents include the Montgomery County Code Chapter 24A (Chapter 24A) and the Secretary of the Interior's Standards for Rehabilitation (Standards). The pertinent information in these documents is outlined below.

Montgomery County Code; Chapter 24A

#### A HAWP permit should be issued if the Commission finds that:

- 1. The proposal will not substantially alter the exterior features of a historic site or historic resource within a historic district.
- 2. The proposal is compatible in character and nature with the historical archaeological, architectural or cultural features of the historic site or the historic district in which a historic resource is located and would not be detrimental thereto of to the achievement of the purposes of this chapter.
- 3. The proposal would enhance or aid in the protection, preservation and public or private utilization of the historic site or historic resource located within an historic district in a manner compatible with the historical, archaeological, architectural or cultural value of the historic site or historic district in which an historic resource is located.

#### Secretary of the Interior's Guidelines for Rehabilitation

- #2 The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
- #3 Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
- #5 Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
- #6 Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
- #7 Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible.

  Treatments that cause damage to historic materials will not be used.
- Mew additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
- New additions and adjacent new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



#### **PROPOSAL**: The applicant proposes to:

- 1. Remove the existing deck.
- 2. Construct a one-story rear addition. This addition in will be of frame construction, clad in wood, German siding and sheathed in standing seam metal and fiberglass shingles. The height of the addition will be approx. 4" lower than the existing roof height of the historic massing. The applicant is proposing to utilize wood, simulated divided light, 6/1 windows.
- 3. Install the window removed from the rear elevation in the open space on the front façade.
- 4. Install a flagstone front walkway.
- 5. Relocate the existing garage on the property to the rear property line.

#### **STATISTICS:**

#### Existing

```
Lot Coverage of Existing Structure = 13.22%
Lot Coverage of Existing Garage = 2.2%
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#### Proposed

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Lot Coverage of Proposed Structure (Existing + New) = 18.98%
Lot Coverage of Existing Garage (Relocated) = 2.2%
```

#### STAFF DISCUSSION

Topic #1 Remove the existing rear deck.

This element is not original to the house and as such staff does not object to its removal.

Topic #2 Construct a one-story rear addition. This addition in will be of frame construction, clad in wood, German siding and sheathed in standing seam metal and fiberglass shingles. The height of the addition will be approx. 4" lower than the existing roof height of the historic massing. The applicant is proposing to utilize wood, simulated divided light, 6/1 windows.



<sup>\*\*</sup>No existing trees on the property will be affected by the new addition.

The proposed new construction will be located at the rear of the dwelling and will only moderately visible from the streetscape, as there are two houses with two-story additions, which flank their house. The design of the proposed rear addition is sympathetic in size, scale and massing to the original block of the house and takes details from the original house, yet is not replicative. Staff feels that by setting in the addition from the side elevations and maintaining a lower roofline, that there is a clear delineation between the historic fabric and the proposed new construction. The proposed addition is large in size, yet is smaller in footprint to the existing house and is sited on a very long lot (190' long). Therefore, staff feels that the proposed addition is compatible with the building and its associated landscape and does not negatively impact the original house.

Additionally, staff commends the applicants proposed material specification list, which includes a brick foundation, painted wood, German siding and trim, wood double hung 6/1, simulated-divided light windows and a standing seam metal and fiberglass shingle roofing materials. The Commission appreciates reviewing projects where the applicant is specifying the use of quality materials.

Staff recommends approval.

Topic #3 Install the window removed from the rear elevation in the open space on the front façade.

Adding features onto the historic massing, is always problematic unless documentation can be provided. Staff supports this installation only if the applicant can provide staff with documentation (historic photo, physical documentation of a header in the wall) that there was a window historically in this location.

Topic #4 Install a flagstone front walkway.

The proposed walkway will be compatible with the existing streetscape and the environmental setting of the historic district. Staff recommends approval.

Topic #5 Relocate the existing garage on the property to the rear property line.

The relocation of this garage provides an opportunity in the future for the applicant to install a driveway and return the building into usable garage. The garage's current location does not provide this opportunity due to topography and its close proximity to the house and the existing lot line. Staff recommends approval.

#### **STAFF RECOMMENDATION:**

Staff recommends that the Commission approve with the above-stated conditions the HAWP application as being consistent with Chapter 25A-8(b) 1 and 2:

The proposal will not substantially alter the exterior features of a historic site or historic resource within a historic district.



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

and with the Secretary of the Interior's Standards.

with the general conditions applicable to all Historic Area Work Permits that the applicant shall also present three (3) permit sets of drawings to HPC staff for review and stamping prior to submission for building permits or the commencement of the project and shall arrange for a field inspection by the Montgomery County Department of Permitting Services (DPS), Field Services Office, if applicable, five days prior to commencement of work, and within two weeks following completion of work.



#### HAWP APPLICATION: MAILING ADDRESSES FOR NOTIFING

[Owner, Owner's Agent, Adjacent and Confronting Property Owners]

Owner's mailing address

5823 GOLDSBORD ROAD BETHESDA, MD 20817 Owner's Agent's mailing address

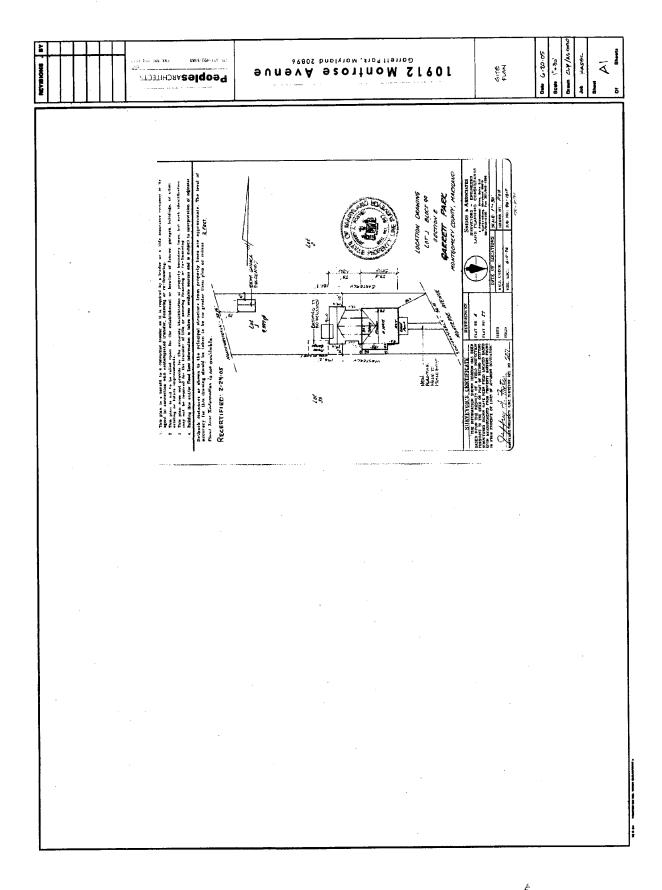
CHRISTOPHER L. PEOPLES, ATA PEOPLES AKCHITECTS 9916 WILDWOOD ROAD KENSINGTON, MID 20195

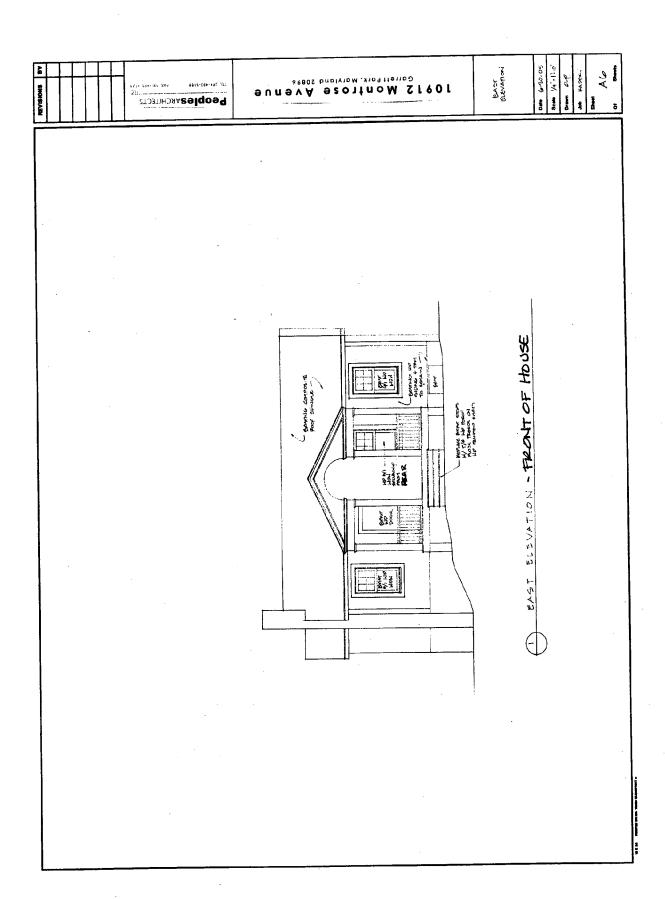
### Adjacent and confronting Property Owners mailing addresses

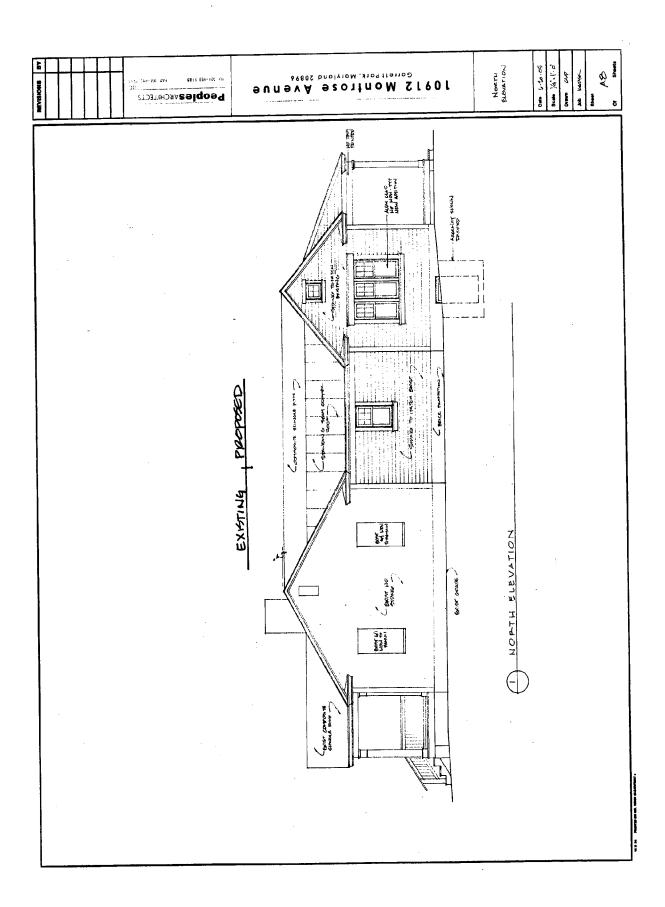
CHARLES SNYDER 10910 MONTROSE AVE PO BOX 571 GARRETT PARK, MD 20896

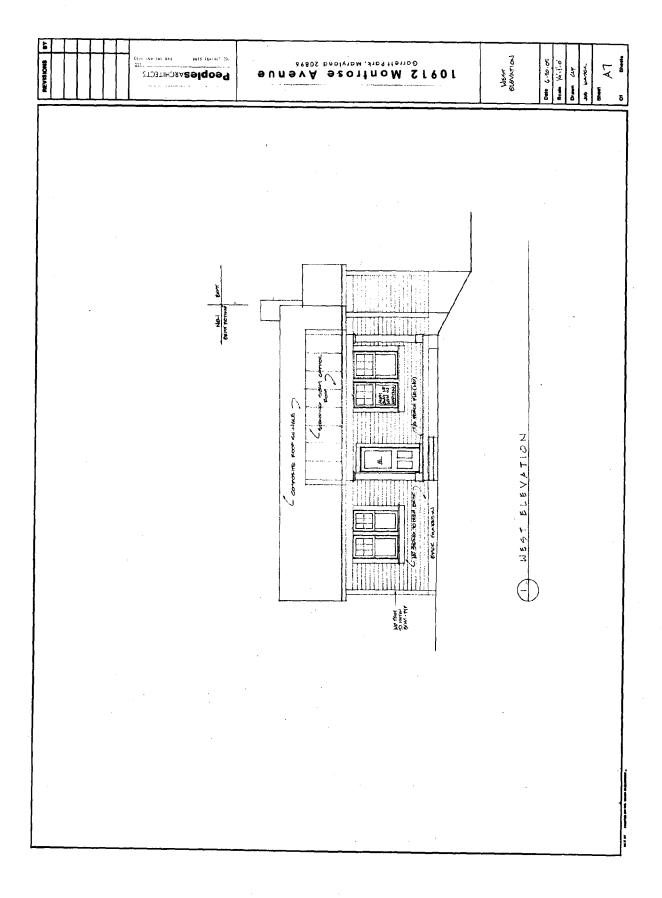
PAUL & MARGARET IRVIN
10914 MONTRISE AVE
PO BOX 499
CARRETT PARK, MD 20896

ROBGET M. FROST, JR 10915 MONTROSE ALE PO BOX 212 GARRETT PARK, MD 20896 DAMIAN + STEPHANIC SALVATURE 10909 MONTROSE AVE GARRETT PARK, MD 20894

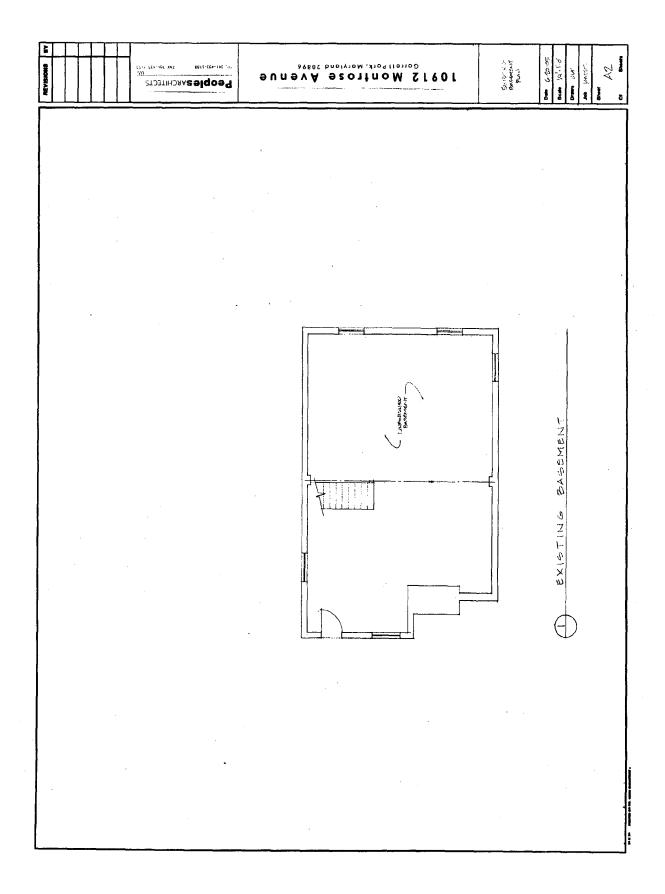




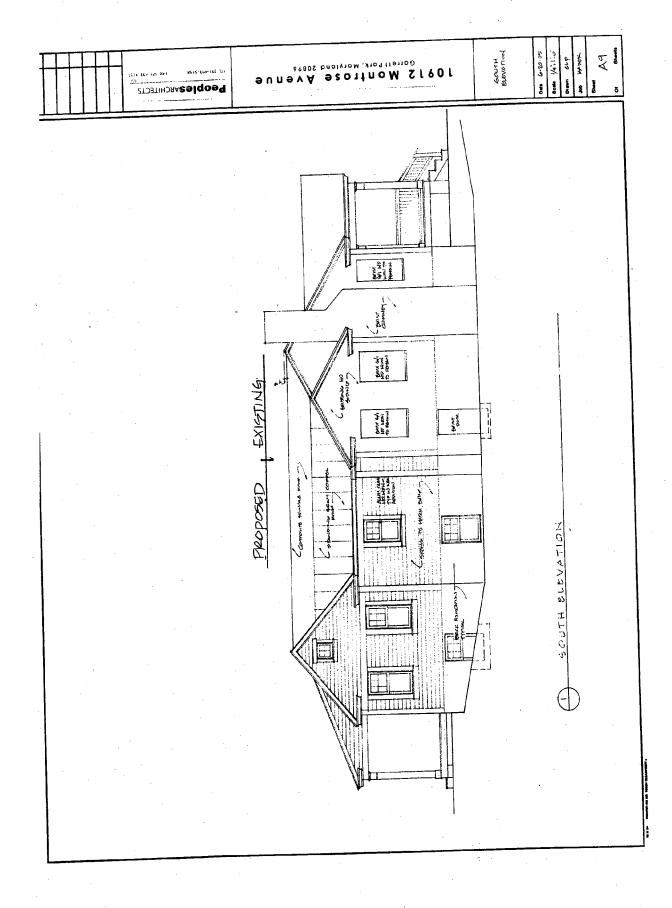


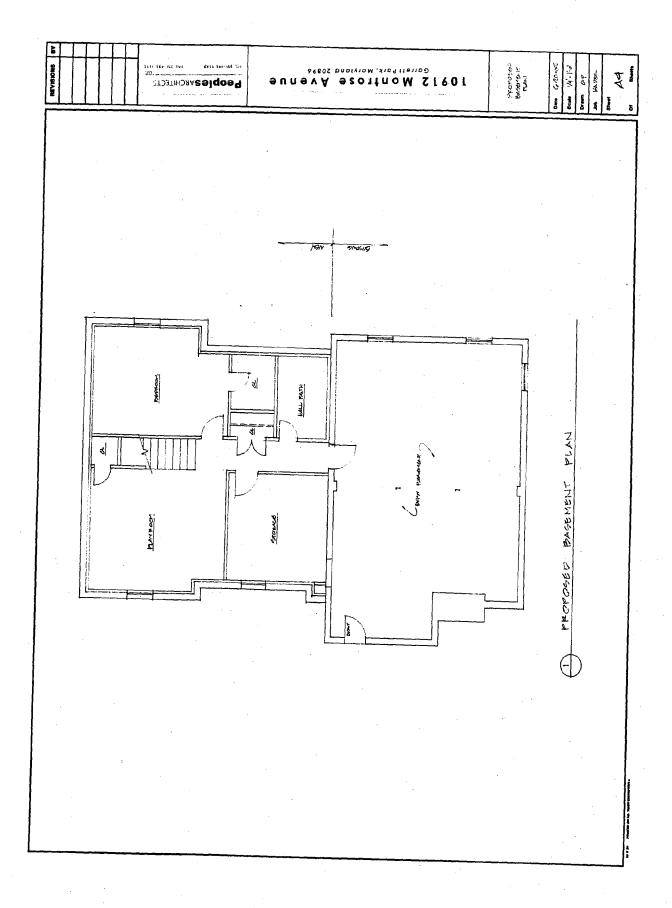


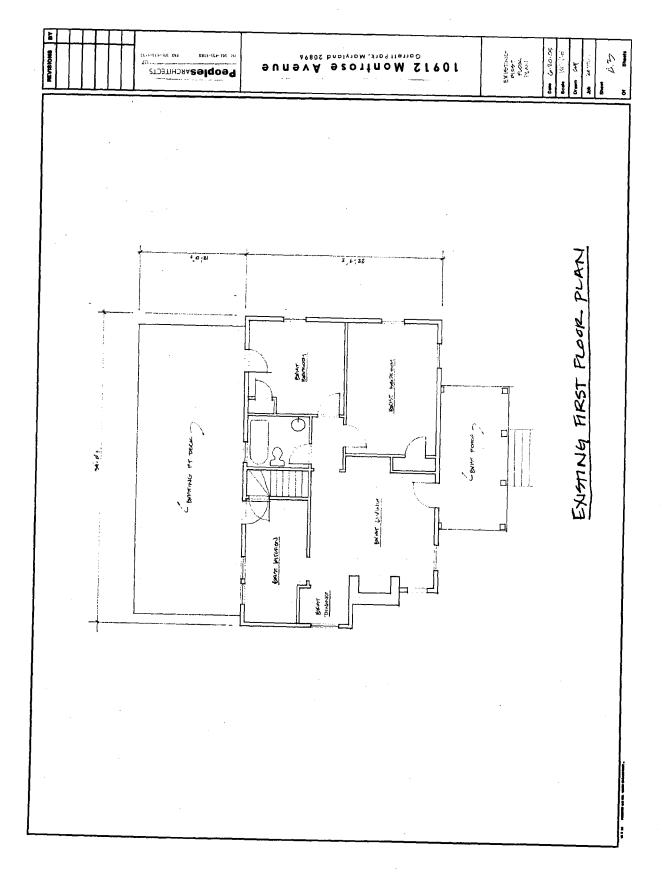




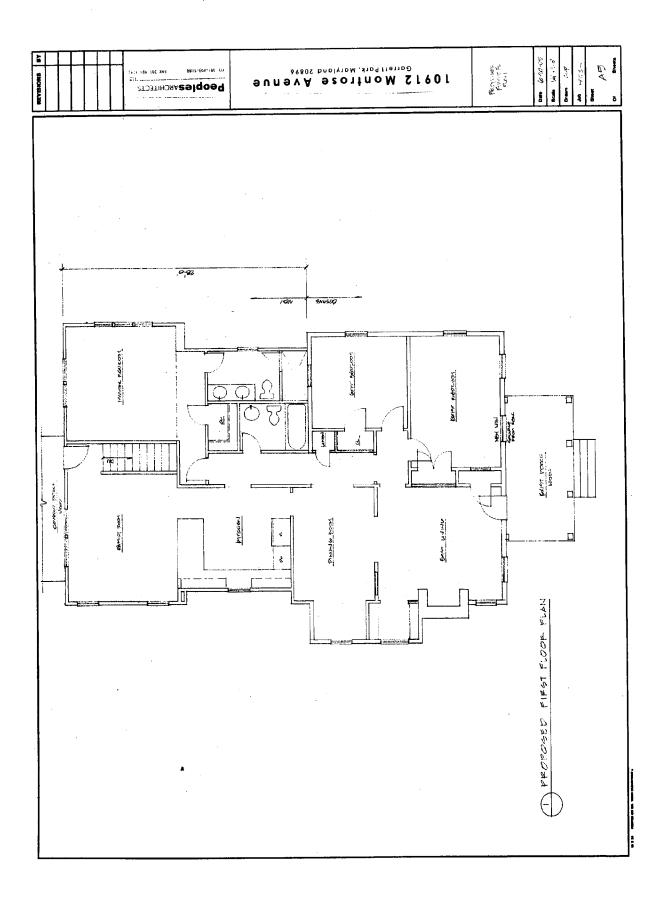


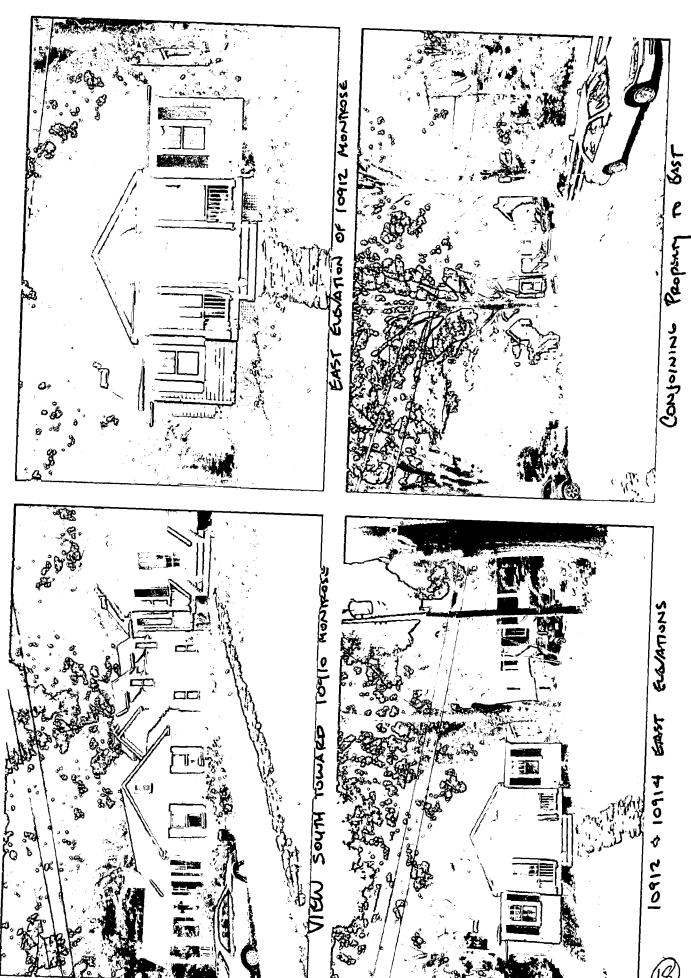




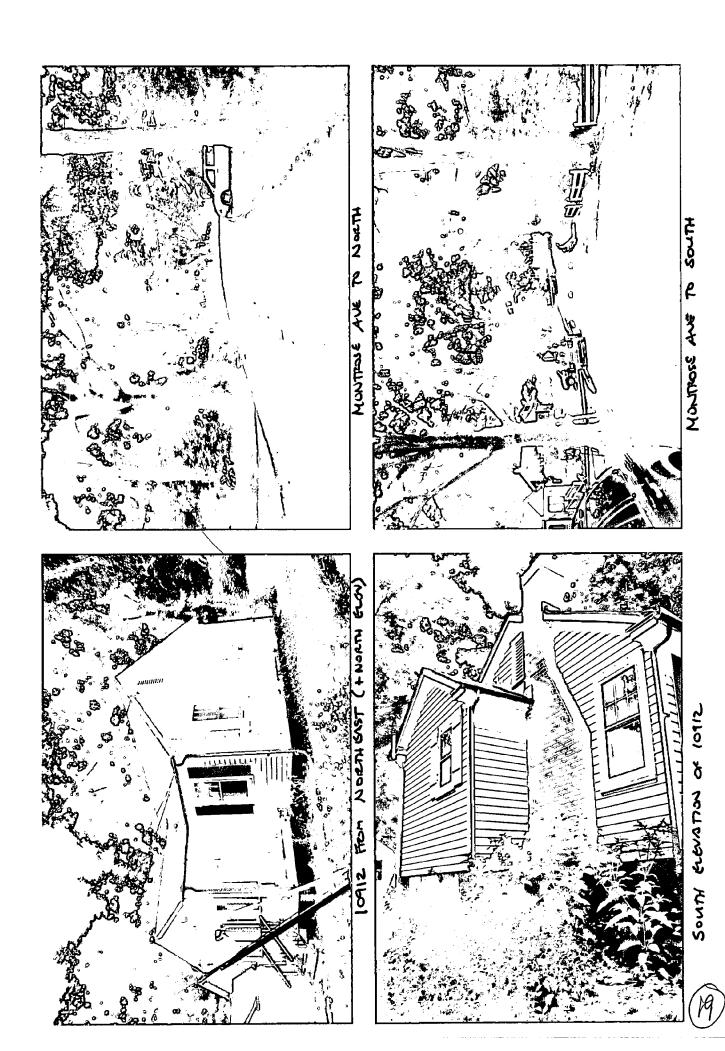


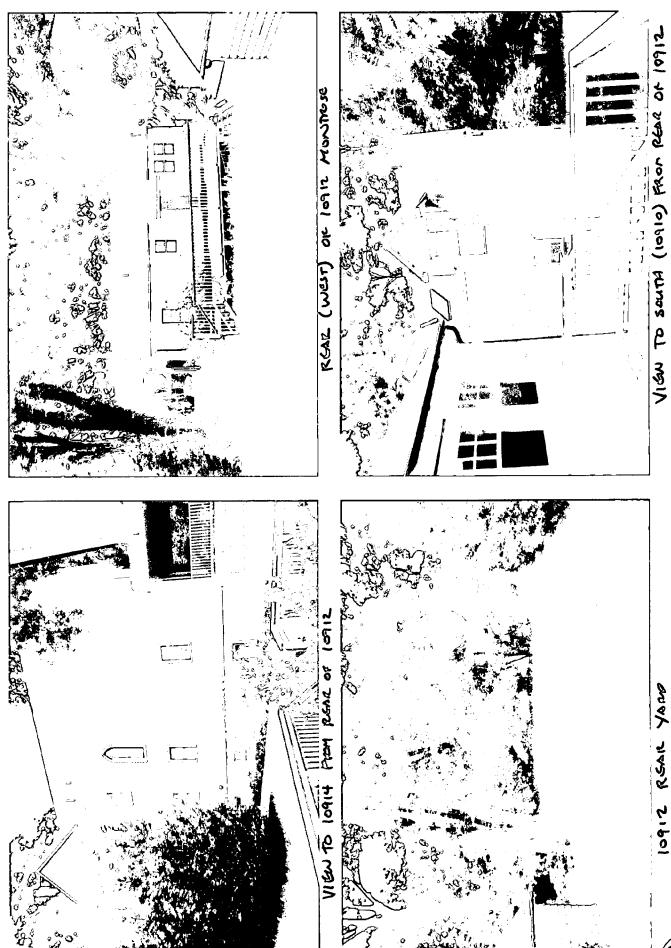




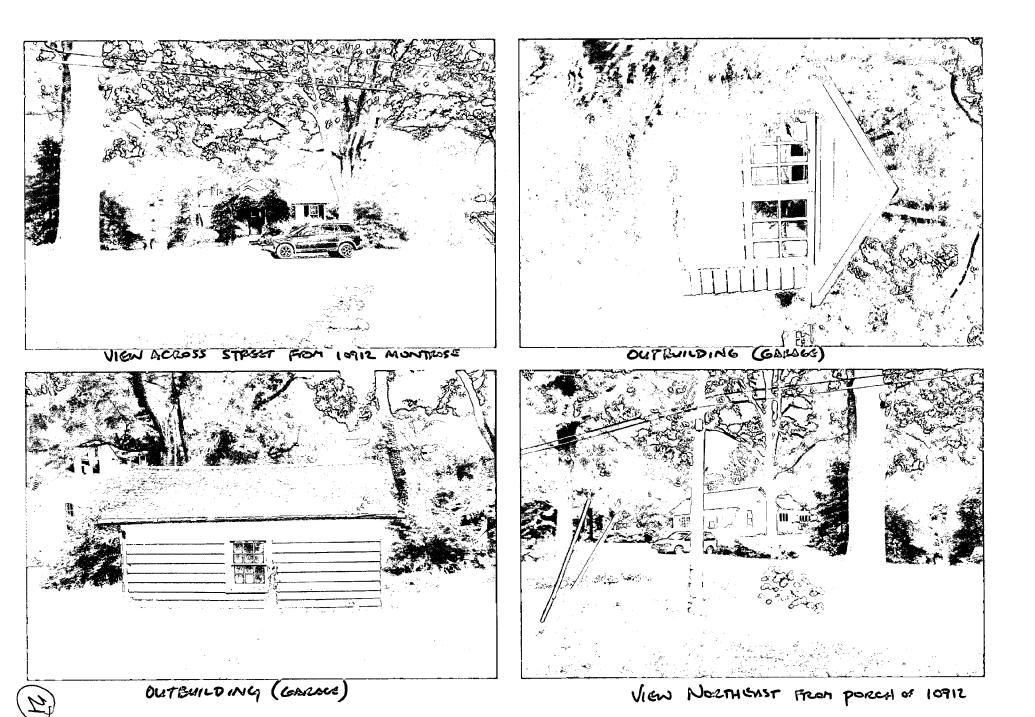


(18)





(20)









18001 Bowie Mill Road • Rockville, Maryland 20855 www.arborcare-inc.com (301) 570-6033 • Fax (301) 570-6133





To: KADER CONSTRUCTION

5823 Goldsboro Road Bethesda, MD 20817 Proposal: 37865

Date: 8/19/2005

Attention

**Project** 

Salesperson

Jawad Kader

36A13 Kader Const. 8/18 8-9am Conf SC (resch.)

Castrogiovanni, Steve

ArborCare, Inc. is pleased to submit to you the following Proposal for your approval. Please initial each item that you wish to accept, sign the bottom of the Agreement, and return one copy of this Proposal with deposit (if one is requested).

Item #	Description	Initial	Price
	PRE CONSTRUCTION		
1	MECHANICAL ROOT PRUNING  APPROX 25 LINEAR FEET EXTENDING TO THE BACK YARD COMING OFF OF THE RIGHT REAR CORNER OF THE HOUSE.  Prune roots to a soil depth ranging from 24-30" using a mechanical trencher, root pruner, or equivalent. Backfill trench immediately following pruning using the soil displaced during pruning.  **If specified, a variety of materials may be mixed with the native soil to enhance soil structure and fertility.		475.00
2	DOUBLE RATE BIOSTIMULANT AND MYCORRHIZAE	,	475.00

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Historic Preservation Commission

	Soil inject biostimular micronutric injectable ( be added to water and a	the designated tree(s) and/or shrub(s) with a double rate of root growth at containing humic acid, sea kelp extract, yucca wetting agent and chelated ents for improving soil conditions and promoting root growth. Mycortree mycorrhizal spores of beneficial ecto- and endo-mycorrhizal fungi) will also a colonize the fine feeder roots of the tree(s) to help increase absorption of essential nutrients, increase longevity of root function, help protect against a diseases and improve the tree's ability to deal with stressful conditions.		
	Material:	Double rate root growth biostimulant and mycorrhizae.		
	Timing:	One (1) application timed appropriately.		
	that will de spaced at 2	d of soil injection will be done through a pressure system set at 150-200 PSI diver the material via soil probe directly to the root system(s). Holes will be 3.5 to 3 foot centers with approximately 1/2 gallon of solution per hole ing at least the canopy width of the plant(s).		
3		OTECTION SH SILVER MAPLE AT THE RIGHT SIDE OF THE HOUSE.		1,700.00
	**LAYDO	WN 624 SQUARE FEET OF ROOT AREATION MATTING.**		
	ALLOW S	L 4" THICK LAYER OF WOOD CHIPS ON TOP OF ROOT MAT TO AFE PASSAGE OF BOBCAT AND PEDESTRIAN TRAFFIC OVER THE NE OF THE TREE DURING THE CONSTRUCTION PROJECT.**		
			Total:	\$2,650.00

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Historic Preservation Commission

Taxes: \_\_\_\_\_\_:

Total Price:

Deposit Requested:

Balance Due Upon Completion: \_\_\_\_\_\_

8/19/2005 Proposal #: 37865 Page 2 of 3

### **AGREEMENT**

This agreement is made on August 19, 2005, (the "AGREEMENT"), by and between ARBORCARE, Inc., a Maryland corporation (the "COMPANY") and KADER CONSTRUCTION and its successors and assigns (the "CUSTOMER").

WHEREAS, the CUSTOMER and the COMPANY desire to enter into this AGREEMENT for purposes of setting forth the terms and conditions under which (i) the COMPANY shall provide certain services on behalf of the CUSTOMER as more particularly described in the SCHEDULE OF SERVICES set forth above and incorporated by reference HEREIN (the "SERVICES"), and (ii) in consideration thereof, the CUSTOMER agrees to timely pay to the company the amount set forth on the SCHEDULE OF SERVICES (the "CONTRACT PRICE").

- NOW THEREFORE, in consideration of the foregoing and the covenants set forth herein, the CUSTOMER and the COMPANY agree as follows:

  1. Subject to the qualifications and restrictions set forth herein, the COMPANY agrees to diligently pursue the SERVICES to completion in accordance with the SCHEDULE of SERVICES, however, the company shall not be responsible or liable to the CUSTOMER nor shall the CUSTOMER be relieved of performance of its obligations for delays in the completion of the SERVICES caused by any of the following events or causes (each of which shall be deemed an event of Force Majeure): (i) acts of neglect or commissions or omissions of CUSTOMER: (ii) Acts of God, such as earthquakes or fire: (iii) stormy or inclement weather, (iv) extra work ordered by customer; (v) inability to secure materials through regular recognized channels; (vi) the discovery of concrete or other foreign matter in the trunk or branches; (vii) rock, pipe or other electrical lines encountered in excavations; (viii) active hornet or wasp nests or bee hives; or (ix) any other conditions not apparent at the time of the execution of this Agreement or any other causes beyond the COMPANY'S control.
- 2. Upon full execution of this AGREEMENT, the CUSTOMER shall pay to the COMPANY a minimum amount equal to ten percent (10%) of the CONTRACT PRICE as a deposit which shall be credited against the CONTRACT PRICE upon completion of the SERVICES. Immediately upon completion of the SERVICES by the COMPANY, the CUSTOMER agrees to pay to the COMPANY the full unpaid balance of the CONTRACT PRICE. If the full amount of the CONTRACT PRICE remains unpaid for a period of greater than ten (10) business days, the CUSTOMER shall be responsible for the payment of (i) the balance of the CONTRACT PRICE, (ii) an eighteen percent (18%) per annum interest charge on the unpaid balance of the CONTRACT PRICE, and (iii) the payment of all of the court costs and reasonable attorney's fees incurred by the COMPANY in its efforts to collect the unpaid balance of the CONTRACT PRICE, if any.
- 3. The CUSTOMER warrants that services listed in the SCHEDULE OF SERVICES and the specific trees which they cover are located upon real property owned by CUSTOMER. In the event that the CUSTOMER does not rightfully own the real property in which the services have been performed, the CUSTOMER represents and warrants that it shall have obtained requisite permission from the rightful owner of said real property. Should any tree be mistakenly identified as to ownership and no permission is obtained by CUSTOMER for the performance of the SERVICES, the CUSTOMER agrees to indemnify and hold the COMPANY harmless from and against any and all costs, liabilities or damages incurred as a result thereof.
- 4. In the event that the COMPANY discovers that additional work appears necessary to complete the SERVICES due to unforeseen circumstances ("ADDITIONAL WORK"), including but not limited to, the discovery of concrete or other foreign matter in the trunk or branches, rock, pipe or electrical lines encountered in excavations, active hornet or wasp nests or bee hives, or any other conditions not apparent at the time of the execution of this AGREEMENT, the COMPANY shall promptly notify the CUSTOMER of such situation and shall determine, in advance, what additional cost need to be added to the CONTRACT PRICE. This additional cost shall be determined by the actual cost of the ADDITIONAL WORK, plus the COMPANY's usual fee for overhead and profit. The company shall do no ADDITIONAL WORK without the prior written authorization of the CUSTOMER. Payment for any such ADDITIONAL WORK is due and payable prior to the commencement of the ADDITIONAL WORK. If the CUSTOMER declines to authorize the ADDITIONAL WORK, the CUSTOMER shall promptly pay over to the COMPANY an amount equal to the proportionate contract price of the work performed.
- 5. CUSTOMER shall grant free and unobstructed access to the PREMISES in order to perform the SERVICES at all reasonable times during the day. The COMPANY and its workmen shall not be expected to keep gates closed for animals or children. The CUSTOMER hereby understands the nature of the SERVICES and agrees that the COMPANY shall not be responsible for any liability or damage caused as a result of the SERVICES to lawns, shrubs, the premises or any improvements located thereon, other than damage directly caused by the negligence of the COMPANY or its workmen.
- 6. The COMPANY shall have sole control of its workmen and personnel including any subcontractors. The CUSTOMER shall not issue any instructions or otherwise interfere with the COMPANY's workmen or personnel. The CUSTOMER shall not negotiate for additional work with the COMPANY's workmen without the prior consent of the COMPANY's President.
- 7. The COMPANY hereby represents that it is presently insured for liability resulting from injury to persons or property and that all employees are covered by Worker's Compensation. Upon request by the CUSTOMER, COMPANY shall provide CUSTOMER with a copy of COMPANY's certificate of insurance.

  8. In the event that the SERVICES include chemical spray applications, the COMPANY shall be responsible for the proper application of any spray formulation commonly used in the tree maintenance industry to control specific problems involving trees, shrubs or plants. However, the COMPANY shall not be held liable for any unforeseen or abnormal reactions resulting from the use of such sprays, nor for allergic or other reactions by pets or persons.

  9. This AGREEMENT shall be constructed in accordance with, and governed by the laws of the State of Maryland.
- 10. The rights and obligations created hereunder shall inure to and bind the heirs, administrators, executors, successors and assigns of the COMPANY and the CUSTOMER.
- 11. This AGREEMENT (and the SCHEDULE OF SERVICES) constitutes the entire agreement of the parties with respect to the SERVICES. No other agreement, oral or written, pertaining to the SERVICES exists between the parties.
- 12. LIMITED WARRANTY. THE COMPANY WARRANTS THAT FOR A PERIOD OF SIX (8) MONTHS AFTER THE DATE THE SERVICES ARE COMPLETED, THE MATERIALS AND WORKMANSHIP PROVIDED BY THE COMPANY, AS SPECIFIED IN THE AGREEMENT, WILL BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP. THE EXTENT OF LIABILITY UNDER THIS LIMITED WARRANTY IS LIMITED TO THE REPAIR OF DEFECTS IN WORKMANSHIP AND MATERIALS OR THE REPLACEMENT OF DEFECTIVE MATERIALS PROVIDED BY THE COMPANY. THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY THE COMPANY GIVES. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the COMPANY and the CUSTOMER have executed this Agreement as of the date set forth below.

CUSTOMER:	COMPANY:
Ву:	Ву:

8/19/2005 Proposal #: 37865 Page 3 of 3







18001 Bowie Mill Road • Rockville, Maryland 20855 www.arborcare-inc.com (301) 570-6033 • Fax (301) 570-6133





To: KADER CONSTRUCTION 5823 Goldsboro Road Bethesda, MD 20817

Proposal: 37866

Date: 8/19/2005

Attention

**Project** 

Salesperson

Jawad Kader

KADER POST CONSTRUCTION PROPOSAL

Castrogiovanni, Steve

ArborCare, Inc. is pleased to submit to you the following Proposal for your approval. Please initial each item that you wish to accept, sign the bottom of the Agreement, and return one copy of this Proposal with deposit (if one is requested).

Item #	Description	Initial	Price
	POST CONSTRUCTION		
1	MISC. SERVICE (1) 32" DBH SILVER MAPLE AT THE RIGHT SIDE OF THE HOUSE.		1,700.00
	**PICK UP AND REMOVE WOOD CHIPS.**		
	**PICK UP AND REMOVE ROOT AREATION MATTING**		
2	CROWN CLEAN (1"+)		630.00
	(1) 32" DBH SILVER MAPLE AT THE RIGHT SIDE OF THE HOUSE.  Crown Cleaning: Prune the designated tree(s) by removing those branches 1-inch in diameter and larger which are dead, damaged, diseased, weak, or interfering. Remove watersprouts. The primary objective is to improve tree health, vigor, structure and appearance. Remove all resulting debris.		
3	VERTICAL MULCH/MYCOR		450.00
	APPROVED  Montgomery County  Historic Preservation Commission		

# (1) 32" DBH SILVER MAPLE AT THE RIGHT SIDE OF THE HOUSE.

Vertical Mulching with Mycor: Aerate soil by drilling 2-inch diameter holes 6-8 inches deep, 2 feet on center, throughout the root zone. Treat the designated tree(s) and/or shrub(s) by backfilling aeration holes using Leaf-Gro (an organic compost) and mycor, a root stimulant (mycor contains endo- and ecto-mycorrhizal fungal spores, nitrogen and phosphorus fixing bacteria, an organic fertilizer, sea kelp terrasorb, yucca plant extract and several micro elements) to reduce stress and improve plant vigor. This process is recommended every 2 years.

\*Customer must provide water by giving trees a thorough soaking at the dripline (not at trunk) once a week throughout the growing season when nature does not.

Total:	\$2,780.00
Taxes:	
Total Price:	-
Deposit Requested:	
<b>Balance Due Upon Completion:</b>	

APPROVED
Montgomery County
Historic Preservation Commission

## **AGREEMENT**

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- NOW THEREFORE, in consideration of the foregoing and the covenants set forth herein, the CUSTOMER and the COMPANY agree as follows:

  1. Subject to the qualifications and restrictions set forth herein, the COMPANY agrees to diligently pursue the SERVICES to completion in accordance with the SCHEDULE of SERVICES, however, the company shall not be responsible or liable to the CUSTOMER nor shall the CUSTOMER be relieved of performance of its obligations for delays in the completion of the SERVICES caused by any of the following events or causes (each of which shall be deemed an event of Force Majeure): (i) acts of neglect or commissions or ornissions of CUSTOMER: (ii) Acts of God, such as earthquakes or fire: (iii) stormy or inclement weather, (iv) extra work ordered by customer; (v) inability to secure materials through regular recognized channels; (vi) the discovery of concrete or other foreign matter in the trunk or branches; (vii) rock, pipe or other electrical lines encountered in excavations; (viii) active hornet or wasp nests or bee hives; or (ix) any other conditions not apparent at the time of the execution of this Agreement or any other causes beyond the COMPANY'S control.
- 2. Upon full execution of this AGREEMENT, the CUSTOMER shall pay to the COMPANY a minimum amount equal to ten percent (10%) of the CONTRACT PRICE as a deposit which shall be credited against the CONTRACT PRICE upon completion of the SERVICES. Immediately upon completion of the SERVICES by the COMPANY, the CUSTOMER agrees to pay to the COMPANY the full unpaid balance of the CONTRACT PRICE. If the full amount of the CONTRACT PRICE remains unpaid for a period of greater than ten (10) business days, the CUSTOMER shall be responsible for the payment of (i) the balance of the CONTRACT PRICE, (ii) an eighteen percent (18%) per annum interest charge on the unpaid balance of the CONTRACT PRICE, and (iii) the payment of all of the court costs and reasonable attorney's fees incurred by the COMPANY in its efforts to collect the unpaid balance of the CONTRACT PRICE, if any.
- 3. The CUSTOMER warrants that services listed in the SCHEDULE OF SERVICES and the specific trees which they cover are located upon real property owned by CUSTOMER. In the event that the CUSTOMER does not rightfully own the real property in which the services have been performed, the CUSTOMER represents and warrants that it shall have obtained requisite permission from the rightful owner of said real property. Should any tree be mistakenly identified as to ownership and no permission is obtained by CUSTOMER for the performance of the SERVICES, the CUSTOMER agrees to indemnify and hold the COMPANY harmless from and against any and all costs, liabilities or damages incurred as a result thereof.
- 4. In the event that the COMPANY discovers that additional work appears necessary to complete the SERVICES due to unforeseen circumstances ("ADDITIONAL WORK"), including but not limited to, the discovery of concrete or other foreign matter in the trunk or branches, rock, pipe or electrical lines encountered in excavations, active homet or wasp nests or bee hives, or any other conditions not apparent at the time of the execution of this AGREEMENT, the COMPANY shall promptly notify the CUSTOMER of such situation and shall determine, in advance, what additional cost need to be added to the CONTRACT PRICE. This additional cost shall be determined by the actual cost of the ADDITIONAL WORK, plus the COMPANY's usual fee for overhead and profit. The company shall do no ADDITIONAL WORK without the prior written authorization of the CUSTOMER. Payment for any such ADDITIONAL WORK is due and payable prior to the commencement of the ADDITIONAL WORK. If the CUSTOMER declines to authorize the ADDITIONAL WORK, the CUSTOMER shall promptly pay over to the COMPANY an amount equal to the proportionate contract price of the work performed.
- 5. CUSTOMER shall grant free and unobstructed access to the PREMISES in order to perform the SERVICES at all reasonable times during the day. The COMPANY and its workmen shall not be expected to keep gates closed for animals or children. The CUSTOMER hereby understands the nature of the SERVICES and agrees that the COMPANY shall not be responsible for any liability or damage caused as a result of the SERVICES to lawns, shrubs, the premises or any improvements located thereon, other than damage directly caused by the negligence of the COMPANY or its workmen.
- 6. The COMPANY shall have sole control of its workmen and personnel including any subcontractors. The CUSTOMER shall not issue any instructions or otherwise interfere with the COMPANY's workmen or personnel. The CUSTOMER shall not negotiate for additional work with the COMPANY's workmen without the prior consent of the COMPANY's President.
- 7. The COMPANY hereby represents that it is presently insured for liability resulting from injury to persons or property and that all employees are covered by Worker's Compensation. Upon request by the CUSTOMER, COMPANY shall provide CUSTOMER with a copy of COMPANY's certificate of insurance.

  8. In the event that the SERVICES include chemical spray applications, the COMPANY shall be responsible for the proper application of any spray formulation commonly used in the tree maintenance industry to control specific problems involving trees, shrubs or plants. However, the COMPANY shall not be held liable for any unforeseen or abnormal reactions resulting from the use of such sprays, nor for allergic or other reactions by pets or persons.

  9. This AGREEMENT shall be constructed in accordance with, and governed by the laws of the State of Maryland.
- 10. The rights and obligations created hereunder shall inure to and bind the heirs, administrators, executors, successors and assigns of the COMPANY and the CUSTOMER.
- 11. This AGREEMENT (and the SCHEDULE OF SERVICES) constitutes the entire agreement of the parties with respect to the SERVICES. No other agreement, oral or written, pertaining to the SERVICES exists between the parties.
- 12. LIMITED WARRANTY. THE COMPANY WARRANTS THAT FOR A PERIOD OF SIX (6) MONTHS AFTER THE DATE THE SERVICES ARE COMPLETED, THE MATERIALS AND WORKMANSHIP PROVIDED BY THE COMPANY, AS SPECIFIED IN THE AGREEMENT, WILL BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP. THE EXTENT OF LIABILITY UNDER THIS LIMITED WARRANTY IS LIMITED TO THE REPAIR OF DEFECTS IN WORKMANSHIP AND MATERIALS OR THE REPLACEMENT OF DEFECTIVE MATERIALS PROVIDED BY THE COMPANY. THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY THE COMPANY GIVES. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the COMPANY and the CUSTOMER have executed this Agreement as of the date set forth below.

CUSTOMER:	COMPANY:
Ву:	Ву:

8/19/2005 Proposal #: 37866 Page 3 of 3

Ms. Michele Oaks, Senior Planner Historic Preservation Montgomery County Department of Park and Planning 1109 Spring Street Silver Spring, MD 20910

Dear Ms. Oaks,

Per our conversation earlier today, I would like to raise several concerns regarding the HAWP requested by Rita and Jawad Abdul Kader for 10912 Montrose Avenue, Garrett Park (Case # 30/13-05A).

We have lived at the adjoining property located at 10914 Montrose Avenue for a little over a year. During much of that time, the property at 10912 Montrose Avenue was occupied and well maintained. There were also two, well-established pine trees in front of the property that provided a generous amount of shade and privacy. The trees contributed to the historic character of the neighborhood. As you know, the entire town of Garrett Park is officially designated as an arboretum, and as such, has planted over 700 trees and shrubs along its streets and parks since 1977.

Unfortunately and without warning, the new owners of the property, Rita and Jawad Abdul Kader immediately removed the two pine trees in front upon taking procession of the property. Furthermore, they began work on a third tree — located on the property line between our two properties. Fortunately, work on the third tree was stopped after calling the Montgomery County Police to complain about the tree company's trespassing on our property.

Our specific concerns with the request for the permit are as follows:

- Rita and Jawad Abdul Kader have acted in "bad faith" by removing trees that
  were consistent with the historic character of the property. Furthermore, they
  began work on a third tree that is clearly part of our property. All of this was done
  without any communication with us regarding the Kader's actions or plans for the
  property.
- 2) Mr. Kader has communicated with others in the neighborhood about his intentions to add-on to the property and resell it. This concerns us because it appears that Mr. Kader, a building contractor, has little invested in the overall historic interests and concerns of the neighborhood. Since he purchased the property, the site has become overgrown with uncut grass and weeds, debris from several storms litter the roof, deck, and gutters, and building work materials are piled up on the front porch. This behavior is not consistent with community concerns about historic preservation and maintenance.

3) The Kader's request for the HAWP details plans to move the garage and use it as a "potting shed". However, the staff discussion (Topic #5) says, "the relocation of this garage provides an opportunity in the future for the applicant to install a driveway and return the building into usable garage." That discussion seems to support future use as a garage and recommends approval. We are opposed to approving this portion of it because to do so would require the installation of a driveway along our property line and the removal of trees. While we understand this would require another application review in the future, we still believe that it best to deny moving the garage or clearly state that it will not be an option in the future.

Based upon these concerns, we ask the commission to consider the following:

- 1. Require the owners to establish a plan to protect the trees, shrubs, and landscape during the construction of the addition. This might include hiring an arborist to survey the existing plantings on the property and make sure no further damage will be done, particularly to the trees on the property. This is of particular concern since it appears that access to the work site would be very limited.
- 2. Deny the applicants request to move the garage or approve the application with language that makes clear that the garage will only be usable as a shed and not as a garage in the future.
- 3. Instruct the owner to communicate with neighbors and the community, more effectively, about any plans or changes to plans to might occur in the future.
- 4. Maintain the property and work site in a neat and orderly fashion, consistent with the overall quality of care demonstrated in the neighborhood. This means keeping the yard maintained and free of trash and debris both before and during improvements to the property.

Thanks very much for your consideration of these issues. I appreciate the work of the staff and Commission.

Sincerely,

Paul (and Margaret) Irvin 10914 Montrose Avenue Garrett Park, MD 20896 301-942-3642

# HISTORIC PRESERVATION COMMISSION STAFF REPORT

Address:

10912 Montrose Avenue, Garrett Park

Meeting Date:

07/13/05

Resource:

Outstanding Resource

Report Date:

07/06/05

Review:

**Garrett Park Historic District** 

**Public Notice:** 

06/29/05

**Case Number: 30/13-05A** 

HAWP

Tax Credit:

None

Applicant: Rita and Jawad Abdul Kader

Staff:

Michele Oaks

PROPOSAL: Rear Addition

**RECOMMEND:** 

Approve with Conditions

**RECOMMENDATION:** Staff recommends that the Commission approve this Historic Area Work Permit (HAWP) application with the conditions that:

1. The specification sheets outlining the manufacturer, model and description of product for all windows and doors, to be used in the addition will be submitted with the permit sets of drawings. If these specification sheets do not illustrate materials and designs typically approved by the Commission (simulated divided light wood windows, which contain muntins that are permanently bonded to the interior and exterior of the insulating glass simulating a divided light appearance and solid wood exterior doors), the staff will require that they be reviewed and approved by the Commission in a revision to the approved Historic Area Work Permit Application.

2. Provide documentation regarding window installation on the front façade. If it cannot be established that historically there was a window in this location then the window cannot be installed.

PROJECT DESCRIPTION

The protection plan total as is using as do is a procession plan total as is using as do is a procession of the second to a second by starting as the second by starting as th

SIGNIFICANCE:

Outstanding Resource within the Garrett Park Historic District.

STYLE:

Colonial Revival/Craftsman "Chevy House"

DATE:

1927

This one-story, three-bay, dwelling is clad in German lap siding and the asphalt shingle roof is detailed with a brick chimney. The house is set upon brick perimeter foundation and is ornamented with a projecting gable porch, which contains small, square, Doric porch columns and a simple square, inset picket balustrade. The house also contains a large wooden deck, which protrudes from the rear elevation. The property also contains a one-car garage, designated also as an outstanding resource and clad in wood lap siding. The garage contains its original set of six, light, three-paneled, roller bearing sliding garage doors.

The subject lot contains several mature trees and measures approx. 56' wide by 190' long.

### **APPLICABLE GUIDELINES:**

When reviewing alterations and additions to Outstanding resources within the Garrett Park Master Plan Historic District two documents are to be utilized as guidelines to assist the Commission in developing their decision. These documents include the Montgomery County Code Chapter 24A (Chapter 24A) and the Secretary of the Interior's Standards for Rehabilitation (Standards). The pertinent information in these documents is outlined below.

Montgomery County Code; Chapter 24A

# A HAWP permit should be issued if the Commission finds that:

- 1. The proposal will not substantially alter the exterior features of a historic site or historic resource within a historic district.
- 2. The proposal is compatible in character and nature with the historical archaeological, architectural or cultural features of the historic site or the historic district in which a historic resource is located and would not be detrimental thereto of to the achievement of the purposes of this chapter.
- 3. The proposal would enhance or aid in the protection, preservation and public or private utilization of the historic site or historic resource located within an historic district in a manner compatible with the historical, archaeological, architectural or cultural value of the historic site or historic district in which an historic resource is located.

# Secretary of the Interior's Guidelines for Rehabilitation

- #2 The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
- #3 Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
- #5 Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
- #6 Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
- #7 Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible.

  Treatments that cause damage to historic materials will not be used.
- Mew additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
- New additions and adjacent new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



# **PROPOSAL**: The applicant proposes to:

- 1. Remove the existing deck.
- 2. Construct a one-story rear addition. This addition in will be of frame construction, clad in wood, German siding and sheathed in standing seam metal and fiberglass shingles. The height of the addition will be approx. 4" lower than the existing roof height of the historic massing. The applicant is proposing to utilize wood, simulated divided light, 6/1 windows.
- 3. Install the window removed from the rear elevation in the open space on the front façade.
- 4. Install a flagstone front walkway.
- 5. Relocate the existing garage on the property to the rear property line.
- \*\*No existing trees on the property will be affected by the new addition.

# **STATISTICS:**

# Existing

Lot Coverage of Existing Structure = 13.22% Lot Coverage of Existing Garage = 2.2%

# Proposed

Lot Coverage of Proposed Structure (Existing + New) = 18.98% Lot Coverage of Existing Garage (Relocated) = 2.2%

# STAFF DISCUSSION

Topic #1 Remove the existing rear deck.

This element is not original to the house and as such staff does not object to its removal.

Topic #2 Construct a one-story rear addition. This addition in will be of frame construction, clad in wood, German siding and sheathed in standing seam metal and fiberglass shingles. The height of the addition will be approx. 4" lower than the existing roof height of the historic massing. The applicant is proposing to utilize wood, simulated divided light, 6/1 windows.



The proposed new construction will be located at the rear of the dwelling and will only moderately visible from the streetscape, as there are two houses with two-story additions, which flank their house. The design of the proposed rear addition is sympathetic in size, scale and massing to the original block of the house and takes details from the original house, yet is not replicative. Staff feels that by setting in the addition from the side elevations and maintaining a lower roofline, that there is a clear delineation between the historic fabric and the proposed new construction. The proposed addition is large in size, yet is smaller in footprint to the existing house and is sited on a very long lot (190' long). Therefore, staff feels that the proposed addition is compatible with the building and its associated landscape and does not negatively impact the original house.

Additionally, staff commends the applicants proposed material specification list, which includes a brick foundation, painted wood, German siding and trim, wood double hung 6/1, simulated-divided light windows and a standing seam metal and fiberglass shingle roofing materials. The Commission appreciates reviewing projects where the applicant is specifying the use of quality materials.

Staff recommends approval.

Topic #3 Install the window removed from the rear elevation in the open space on the front façade.

Adding features onto the historic massing, is always problematic unless documentation can be provided. Staff supports this installation only if the applicant can provide staff with documentation (historic photo, physical documentation of a header in the wall) that there was a window historically in this location.

Topic #4 Install a flagstone front walkway.

The proposed walkway will be compatible with the existing streetscape and the environmental setting of the historic district. Staff recommends approval.

Topic #5 Relocate the existing garage on the property to the rear property line.

The relocation of this garage provides an opportunity in the future for the applicant to install a driveway and return the building into usable garage. The garage's current location does not provide this opportunity due to topography and its close proximity to the house and the existing lot line. Staff recommends approval.

# STAFF RECOMMENDATION:

Staff recommends that the Commission *approve with the above-stated conditions* the HAWP application as being consistent with Chapter 25A-8(b) 1 and 2:

The proposal will not substantially alter the exterior features of a historic site or historic resource within a historic district.

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

and with the Secretary of the Interior's Standards.

with the general conditions applicable to all Historic Area Work Permits that the applicant shall also present three (3) permit sets of drawings to HPC staff for review and stamping prior to submission for building permits or the commencement of the project and shall arrange for a field inspection by the Montgomery County Department of Permitting Services (DPS), Field Services Office, if applicable, five days prior to commencement of work, and within two weeks following completion of work.







Edit 6/21/99



# HISTORIC PRESERVATION COMMISSION 301/563-3400

# APPLICATION FOR HISTORIC AREA WORK PERMIT

	Contact Person: CHYPTOPHER PEULLS, of
	Daytime Phone No.: 321 443 5188
Tax Account No.: 00057860	enterphilips and company of
Name of Property Owner: ETM + MYMONTH AWAD ABOUT	Daytime Phone No.: 301 440 4660
	MD 12 at 17 Steet Ip Code
Contraction: KADER CONSTRUCTION	
Contractor Registration No.: 418 05	
Agent for Owner: CHESTOPIES PEOPLES	Dayrime Phone No.: 301 493 57Fg
LOCATION OF BUILDING/PRÉMISE	
House Number: 10917	Street MONINGS AVE
TOWNVCity: GARGETT PARK Nearest Cross	Street: STRATHMORE AUG
Lot: Block: 99 Subdivision: GA	epitt park
Liber: Folio: Parcel:	
PART DNE: TYPE OF PERMIT ACTION AND USE	and the state of t
	ECK ALL APPLICABLE:
ALLE HARDON MEDITAL ALL MANAGEMENT CONTRACTOR CONTRACTO	A/C   Slab   X Floom Addition   X, Porch   Deck   Shed
<b>S</b> Move □ Install □ Wreck/Raze □	Solar □ Fireplace □ Woodburning Stove □ Single Family
☐ Revision ☐ Repair ☐ Revocable ☐	Fence/Wall (complete Section 4)
18. Construction cost estimate: 8 150, 000	· ·
1C. If this is a revision of a previously approved active permit, see Permit #	
PART TWO: COMPLETE FOR NEW CONSTRUCTION AND EXTEND,	<del></del>
•	otic 03 🗆 Other:
2B. Type of water supply: 01 💢 WSSC - 02 🖸 We	03 🖂 Other:
PART THREE: COMPLETE ONLY FOR FENCE/RETAINING WALL	
3A. Height feet inches	•
38. Indicate whether the fence or retaining wall is to be constructed on on	e of the following locations:
On party line/property line	On public right of way/easement
I hereby certify that I have the authority to make the foregoing application, approved by all agencies listed and I hereby acknowledge and accept this Signature of owner or authorized agent	that the application is correct, and that the construction will comply with plans to be a condition for the issuance of this permit.  4/2:/0:5  Dete
Annual	or Chairperson, Historic Preservation Commission
Approved:	
Disapproved: Signature:	Oate:

SEE REVERSE SIDE FOR INSTRUCTIONS

(6)

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

### 1. WRITTEN DESCRIPTION OF PROJECT

8.	Description of	existing structure(s)	and environmental setting	g, including their	historical featu	ras and significance

CRIGINAL "CHEVY House. ONE STORY FRAME STRUCTURE WITH (2 BR I BAM) CIRCA 1925
FULL BASEMENT ON TO LOT IN THE GARRETT PARK.
HISTORIC DISTRICT - GARRETT PARK, MD. ONE OUTBUILDING
IS LOTAND ON THE SITE (GARRED) AND IS ALSO AN
OUTSTANDING RESIDENCE. CURRENT GARAGE CAN ONLY
BY ACCESSED VIA THE NEIGHBOR'S DENGELOWING SITE
CONTAINS MATURE THESE LEGAL DESCRIPTION IS LOT I
BLOCK 99, SECTION 2, GARRETT PARK, MONTGOTOKY COUNTY, 140

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

PROJECT CONSISTS OF AN ADDITION TO THE PEAR OF THE
EXISTING STRUCTURE EXISTING STRUCTURE TO REMAIN. ADDITION
WITH USE GAME MATCHIAGS AS EXISTING HOUSE AND WILL
COMPREMENT THE OFFICIAL STYLE OUTBAILDING (GARAGE) WITH
BE PELOCATED TO REAR OF LOT AND FROM ACTIONS
DRIVEWAY KOR LISE AS A POTTING SHELD.

#### 2. SITE PLAN

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

- s, 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 effected 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. THEE SURVEY

If you are proposing constituction adjacent to or within the ordered 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 conhenting property owners (not tenants), including names, addresses, and tip codes. This list should include the owner's 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, Bockville, (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 PHOTOGOPIED DIRECTLY ONTO MAILING LABELS.

# HAWP APPLICATION: MAILING ADDRESSES FOR NOTIFING

[Owner, Owner's Agent, Adjacent and Confronting Property Owners]

# Owner's mailing address

5823 GOLDSPENED ROAD BETHESDA, MD 20517

# Owner's Agent's mailing address

CHRISTOPHER L. PEOPLES, AIA PEOPLES ARCHITECTS 9916 LALDIUS POAD KENEWERN, MIN 10895

# Adjacent and confronting Property Owners mailing addresses

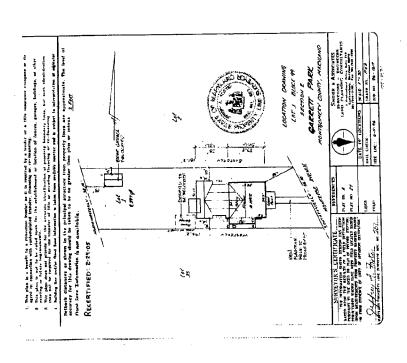
CHARLES SNYDER 10910 MONTROSE ANG PO BOX 571 GARRETT PARK, MD WAGE

PAUL + MARGARET IRVINI 10914 MONTRISE AVE PO BOX 499 CARRETT PARK, MO 20576

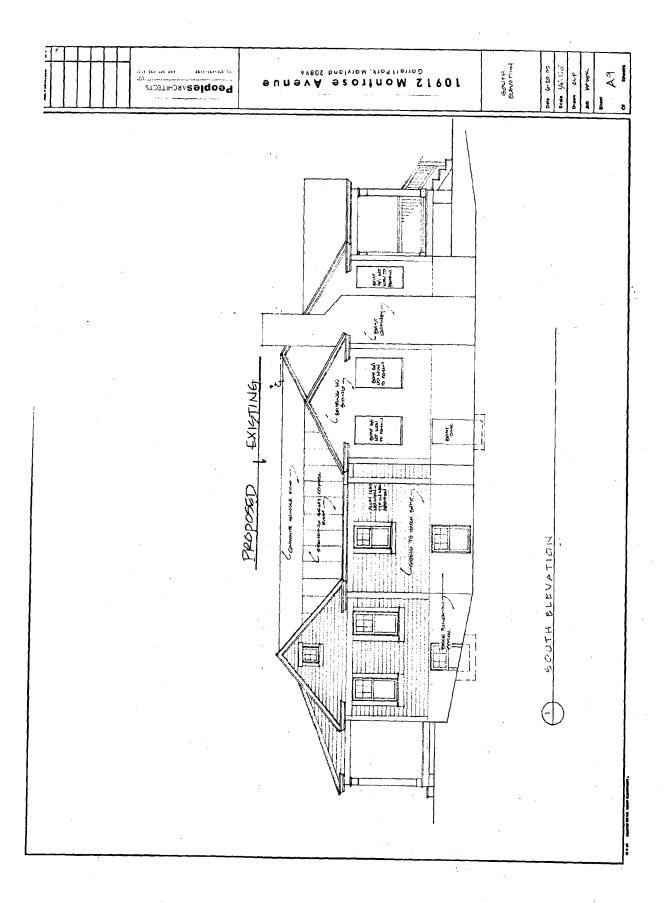
ROBERT M. FRUST, UR
10915 MONTROSE ALC
POBOX 212
GARRETT PARK, MP 20896

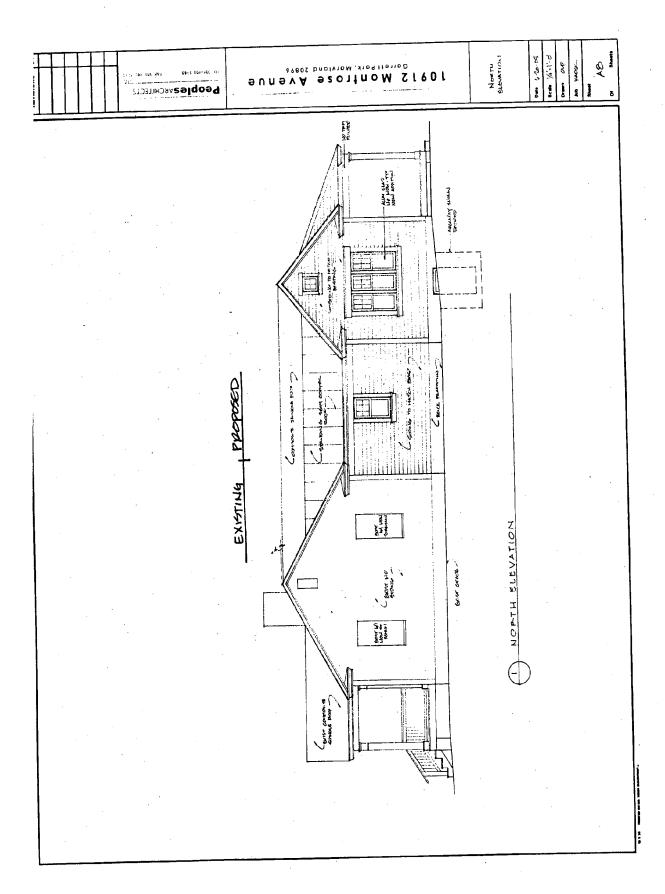
DAMIAN & STUPPHANIC SALVATORE 10909 MONTROSE ALE GARRETT PARIL, MD 12846

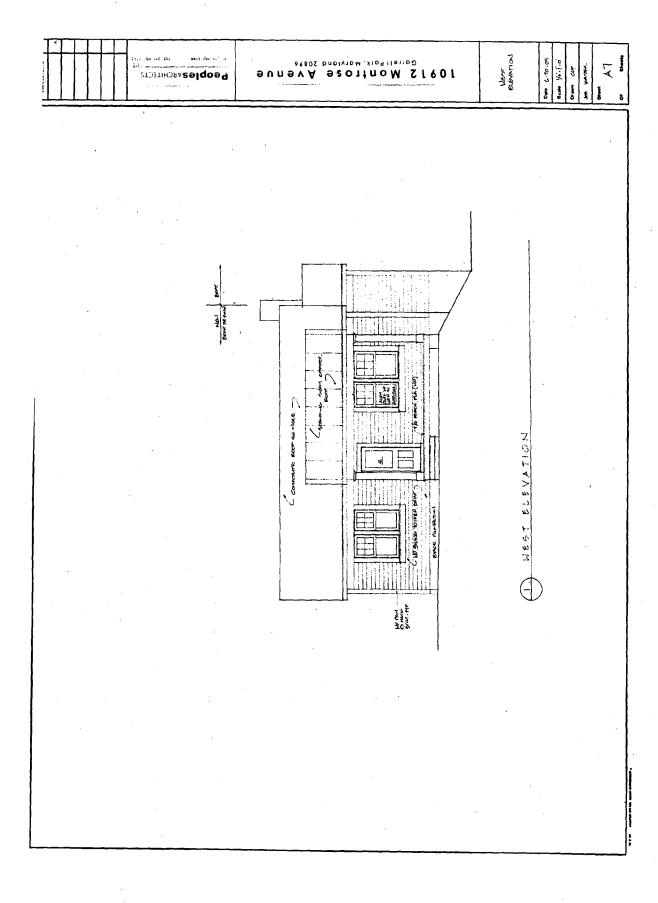




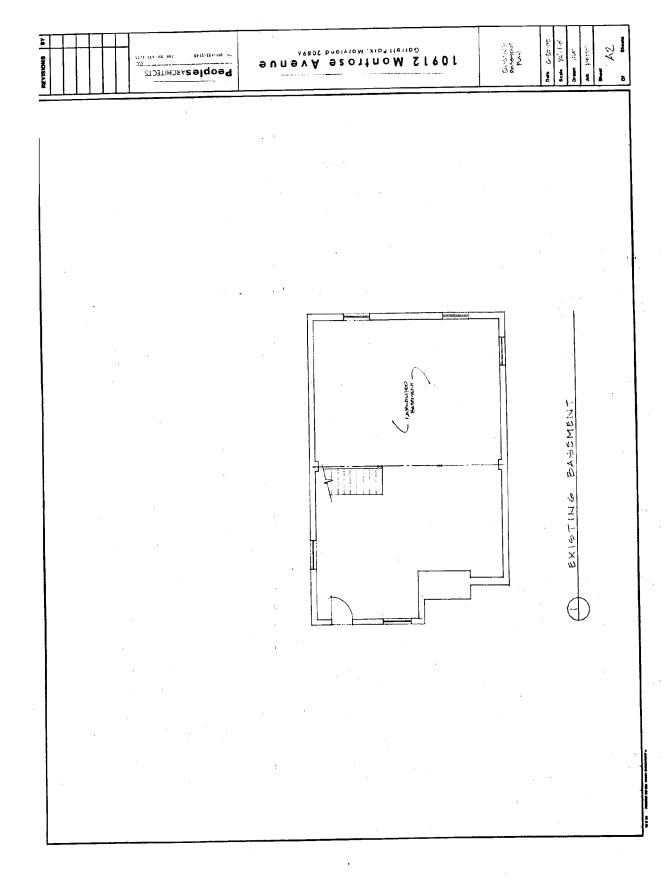
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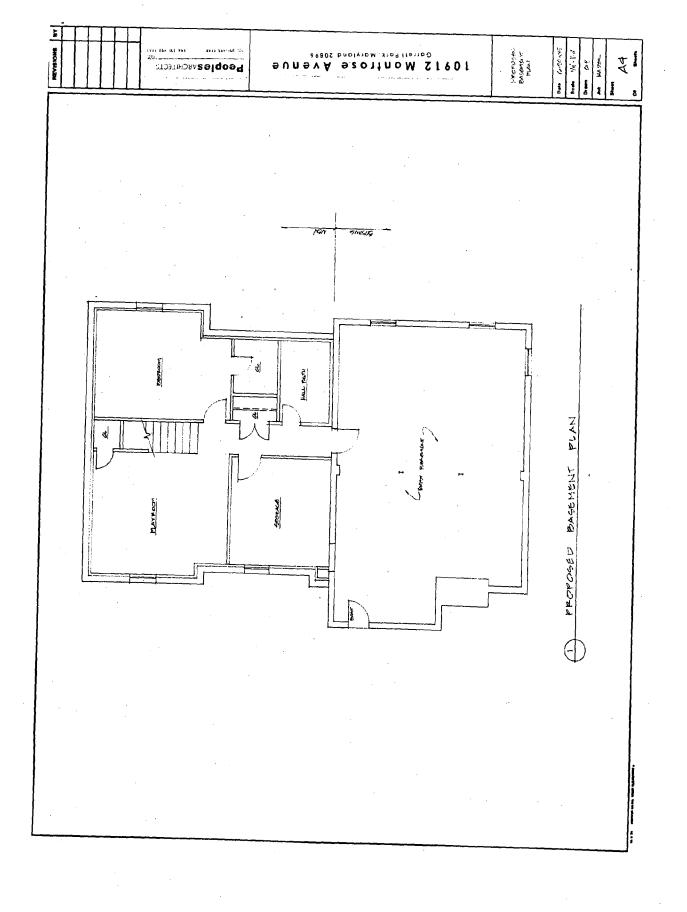


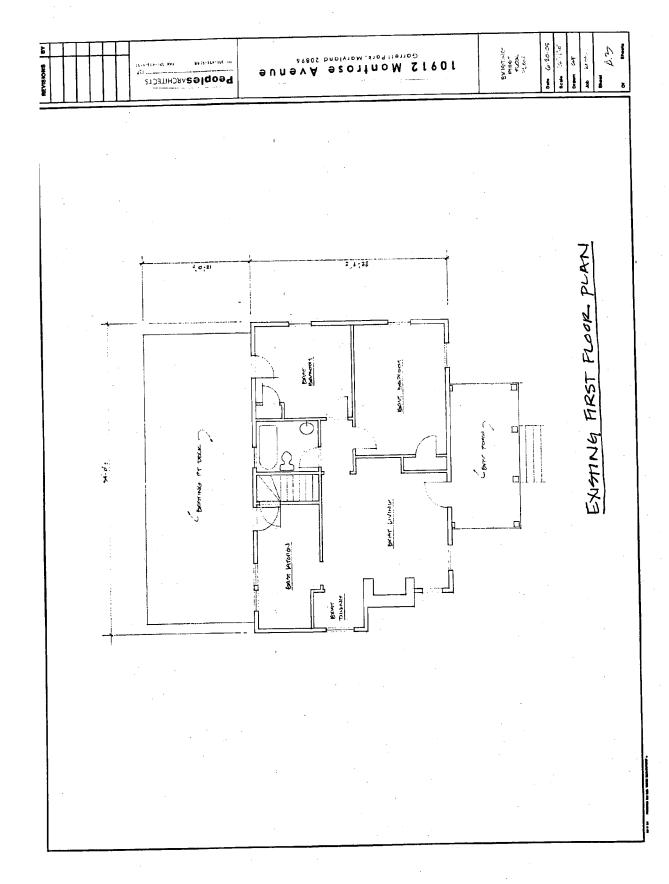


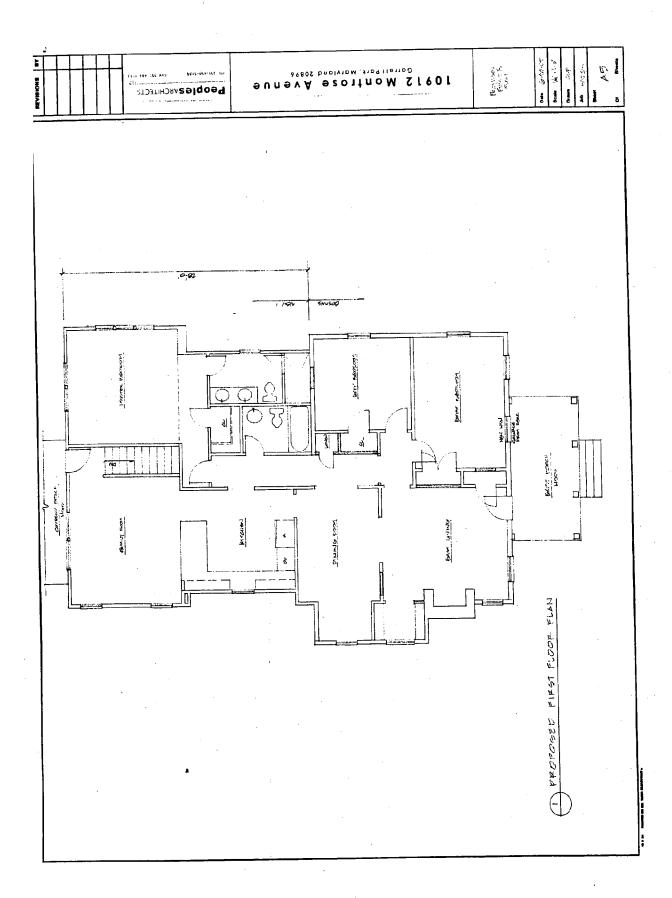


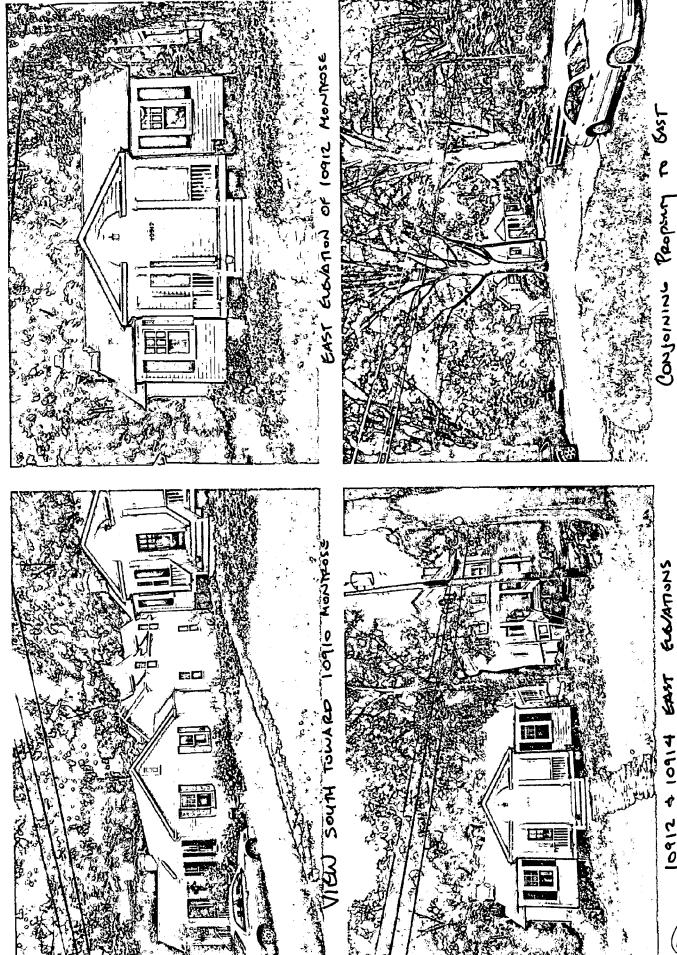




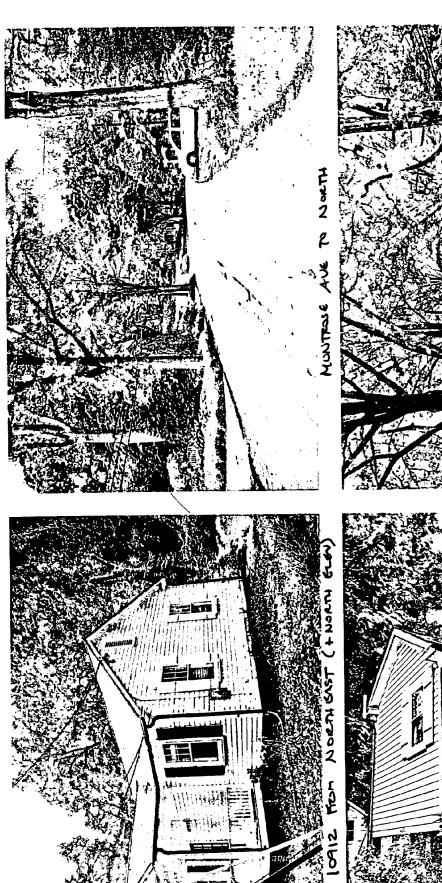






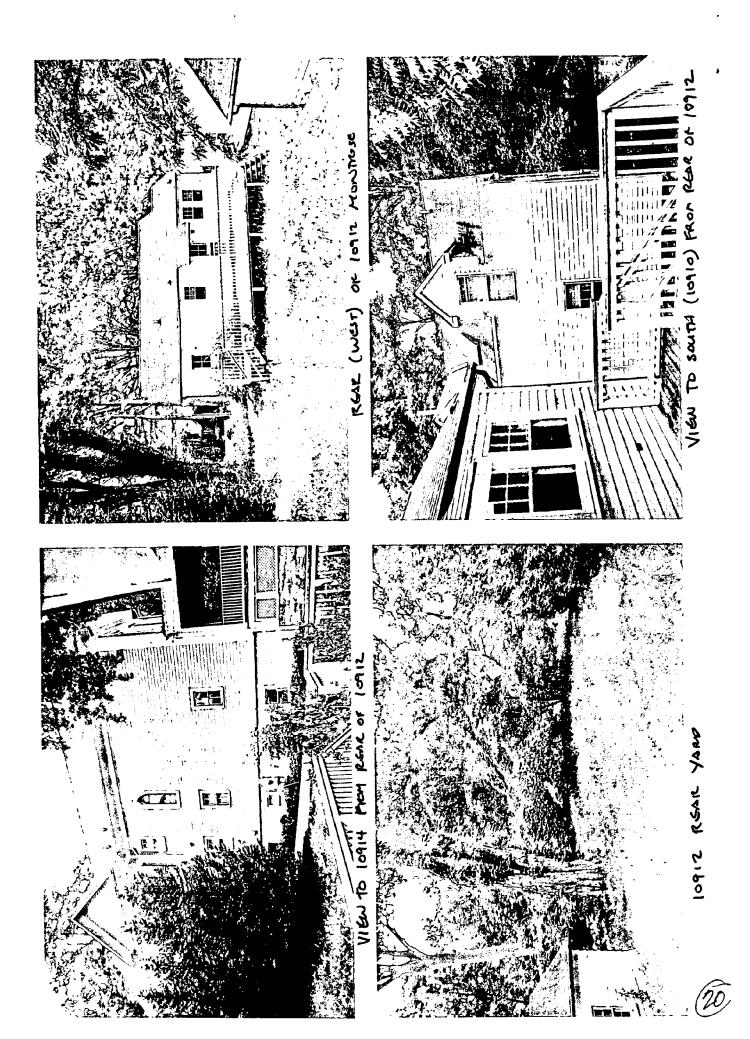


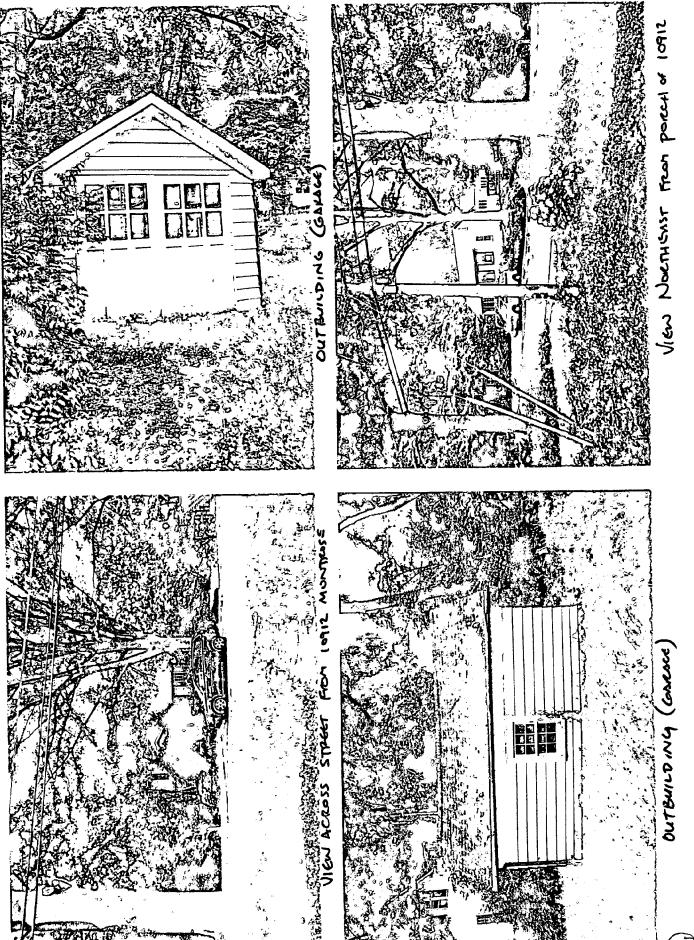
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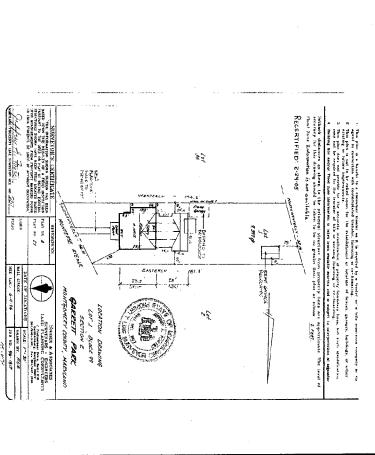


SOUTH ELEVATION OF 10112

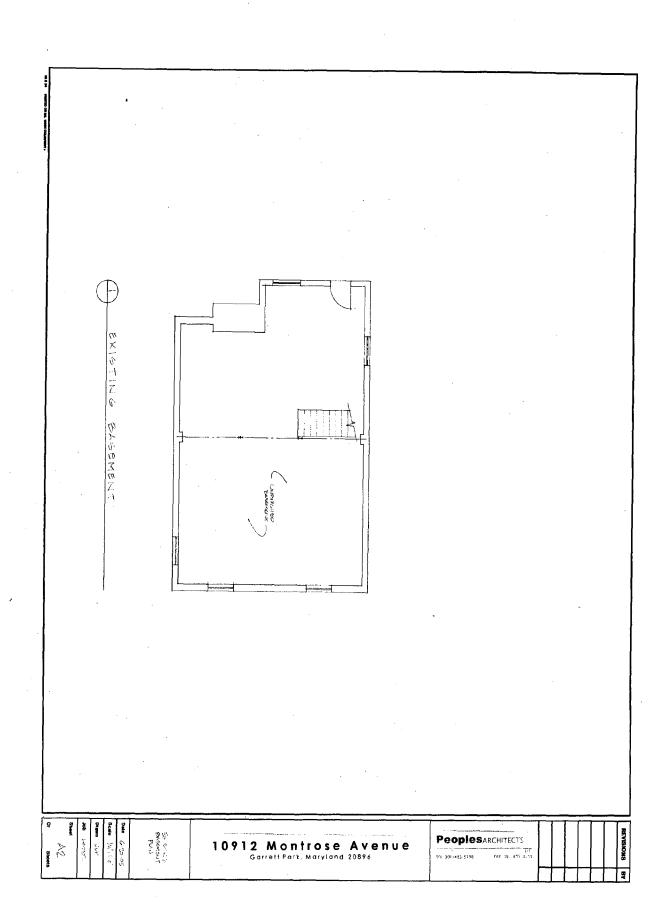


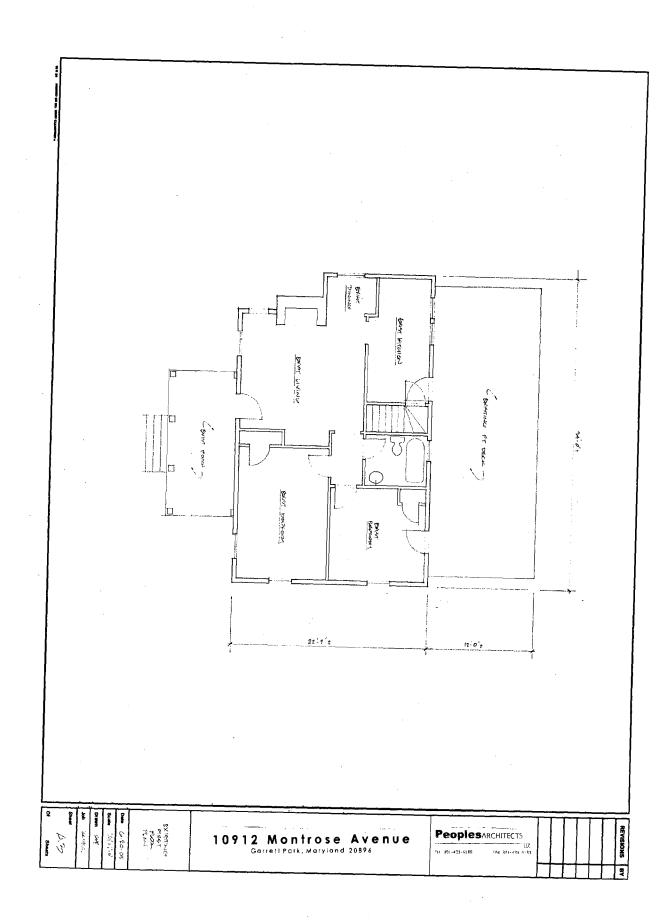


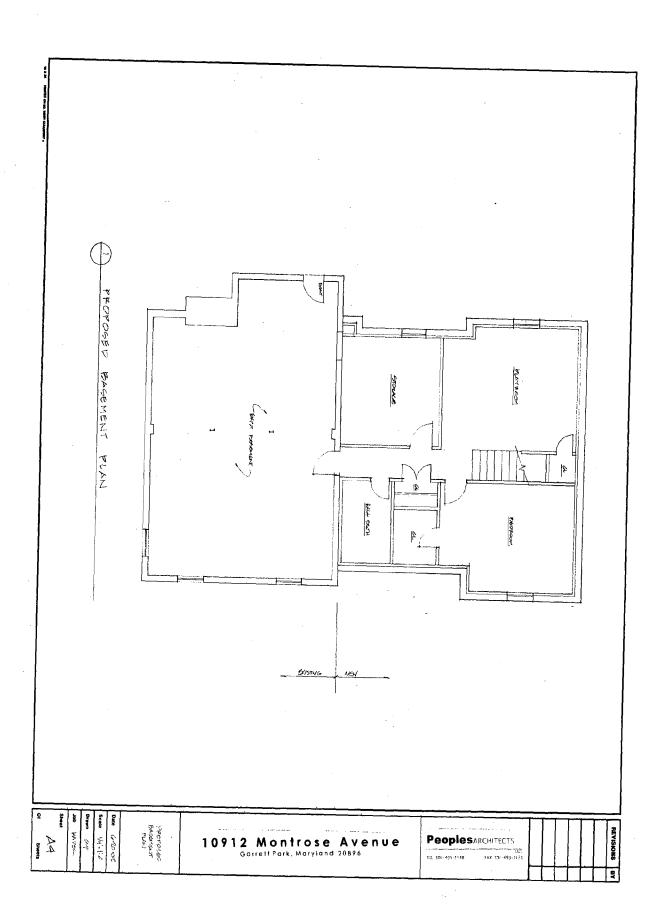
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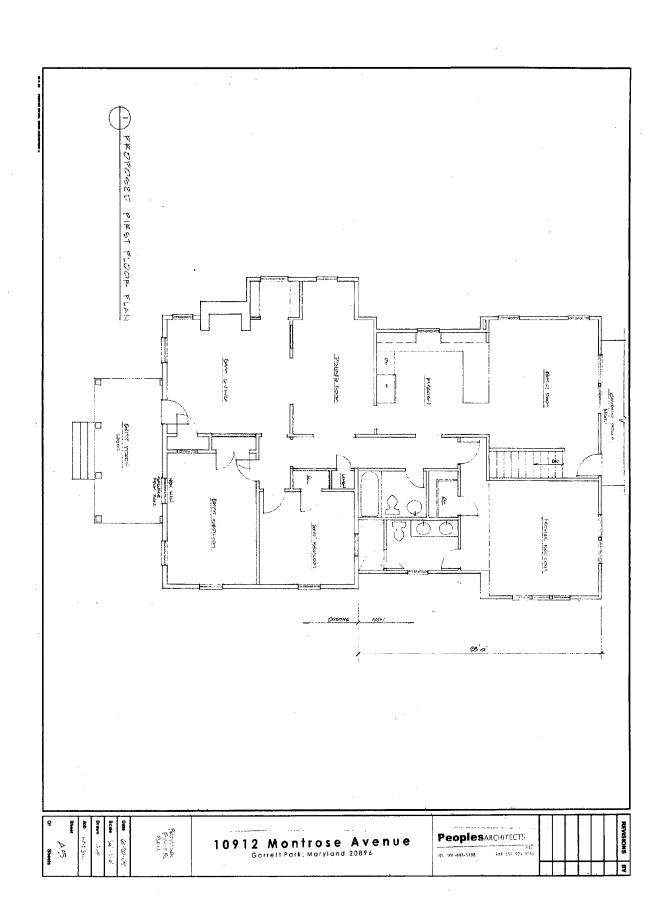


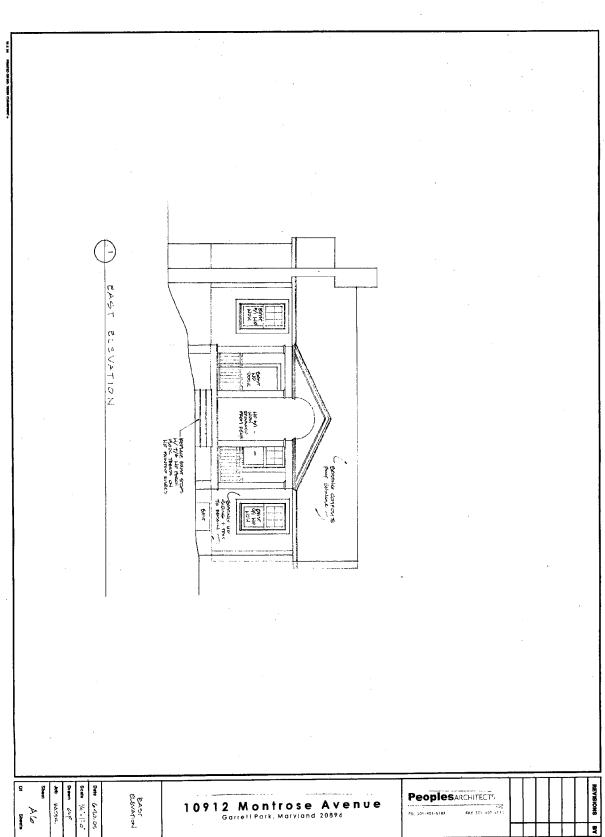
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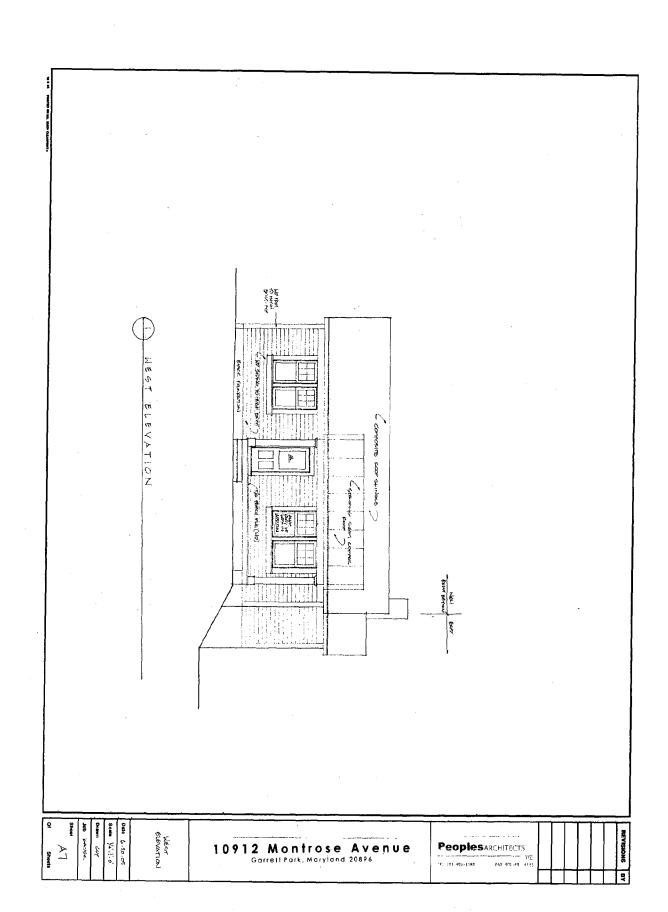


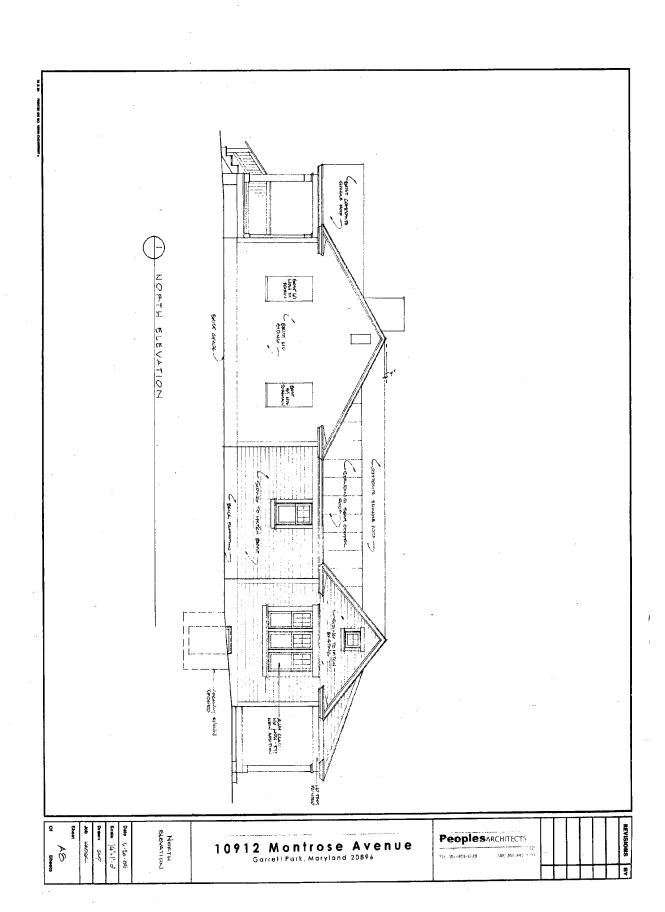


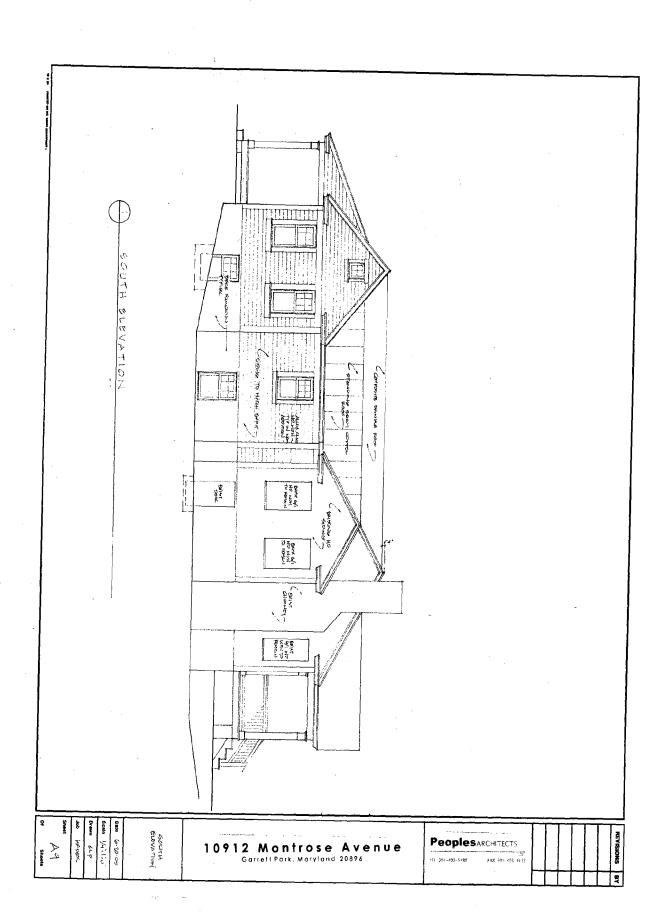
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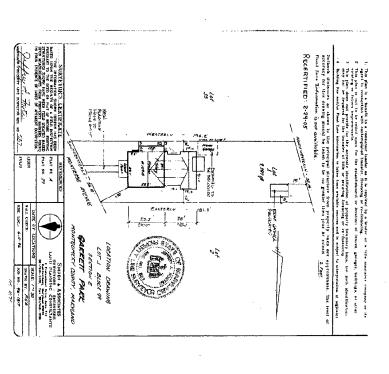
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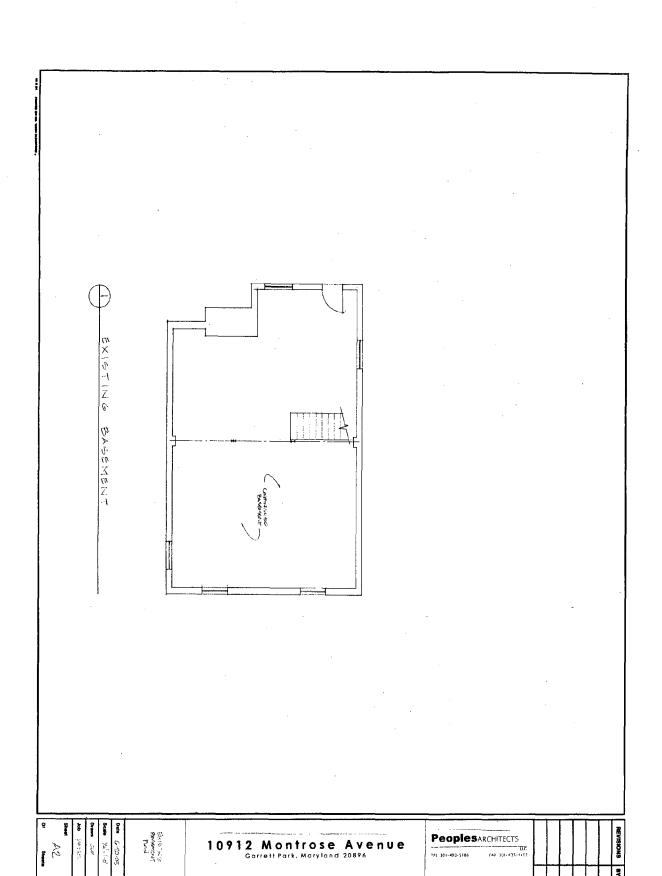


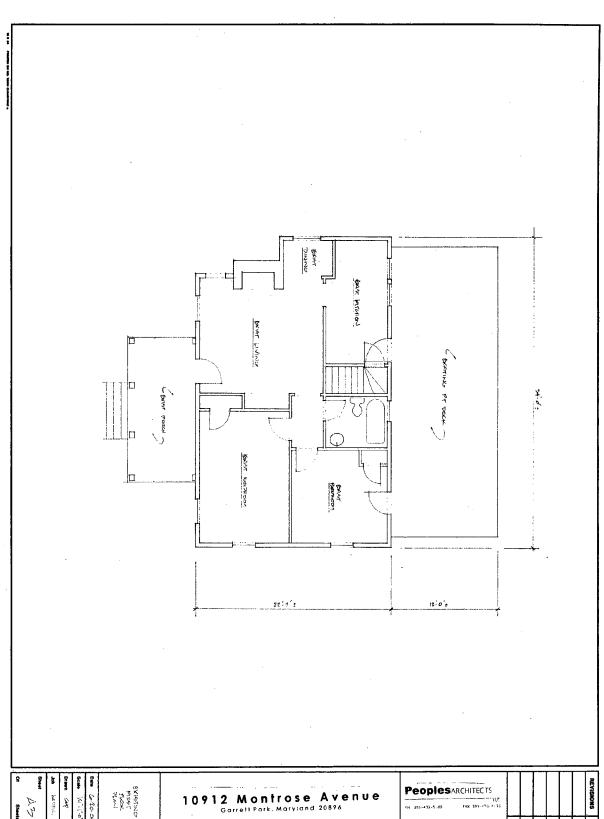






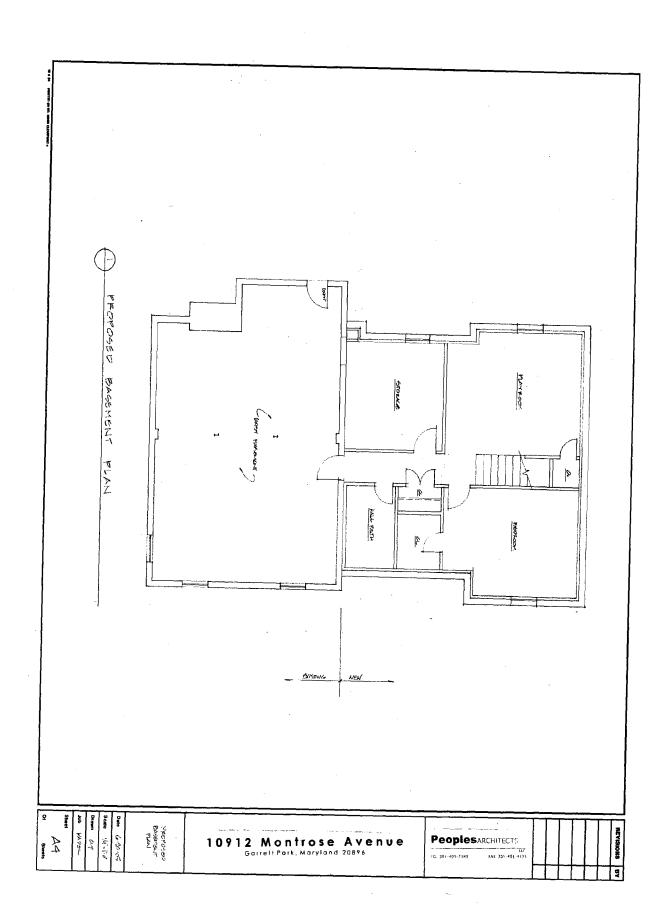
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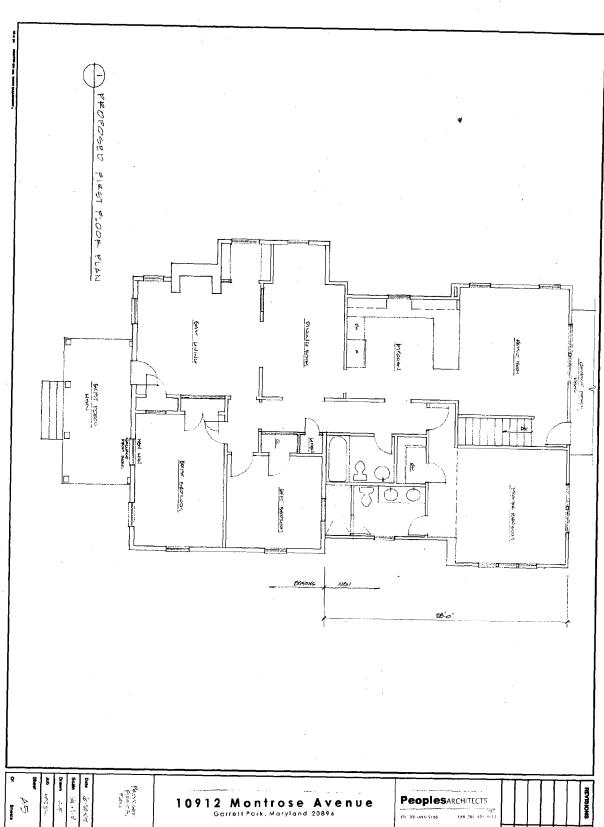




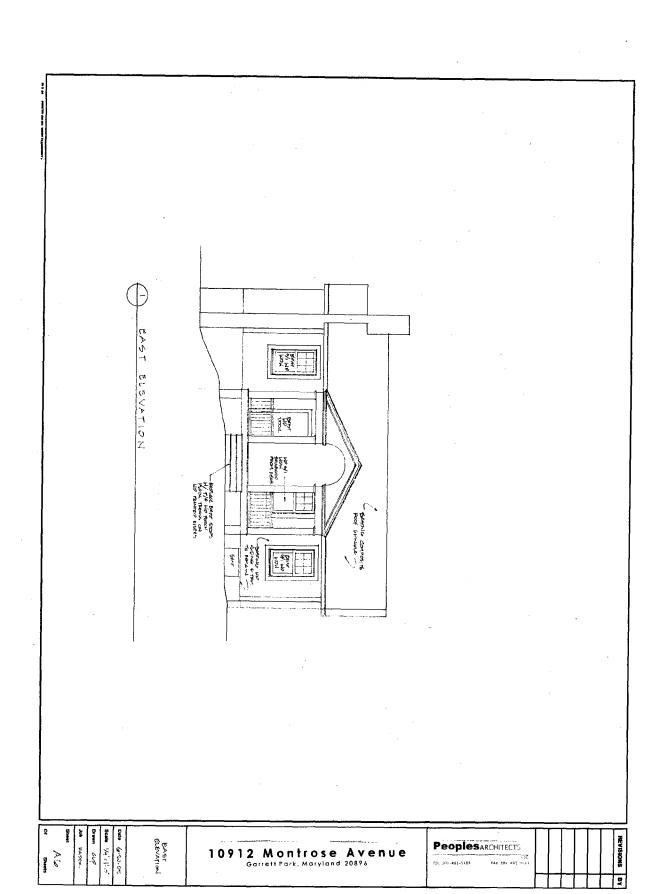
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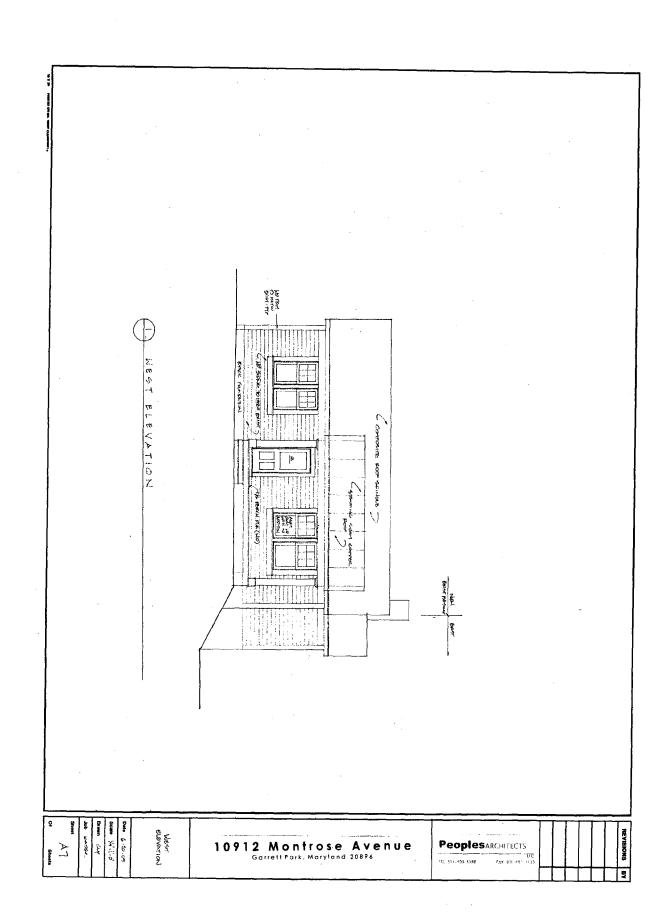
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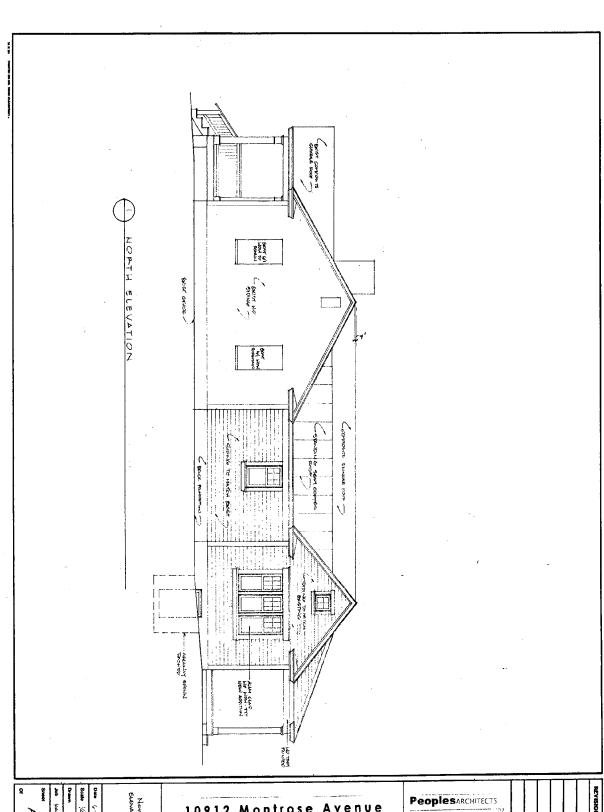




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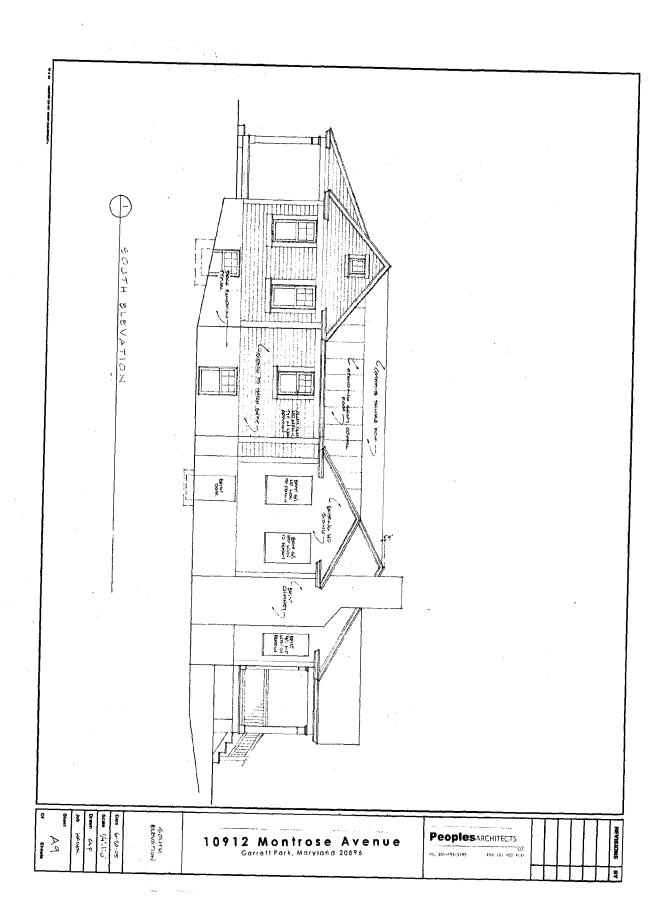
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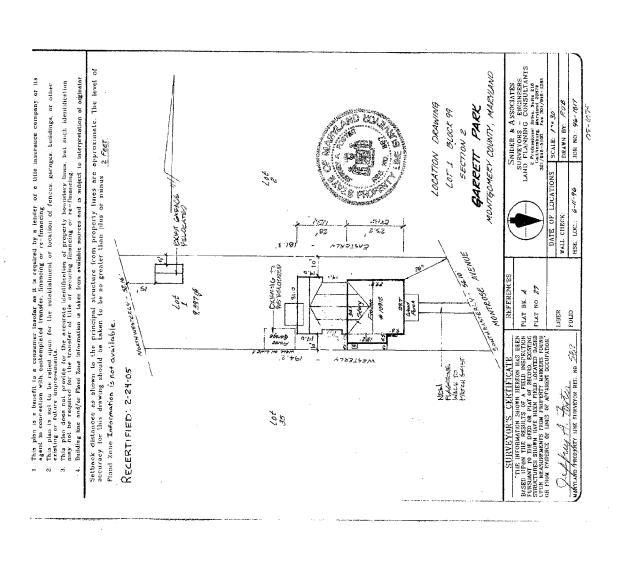
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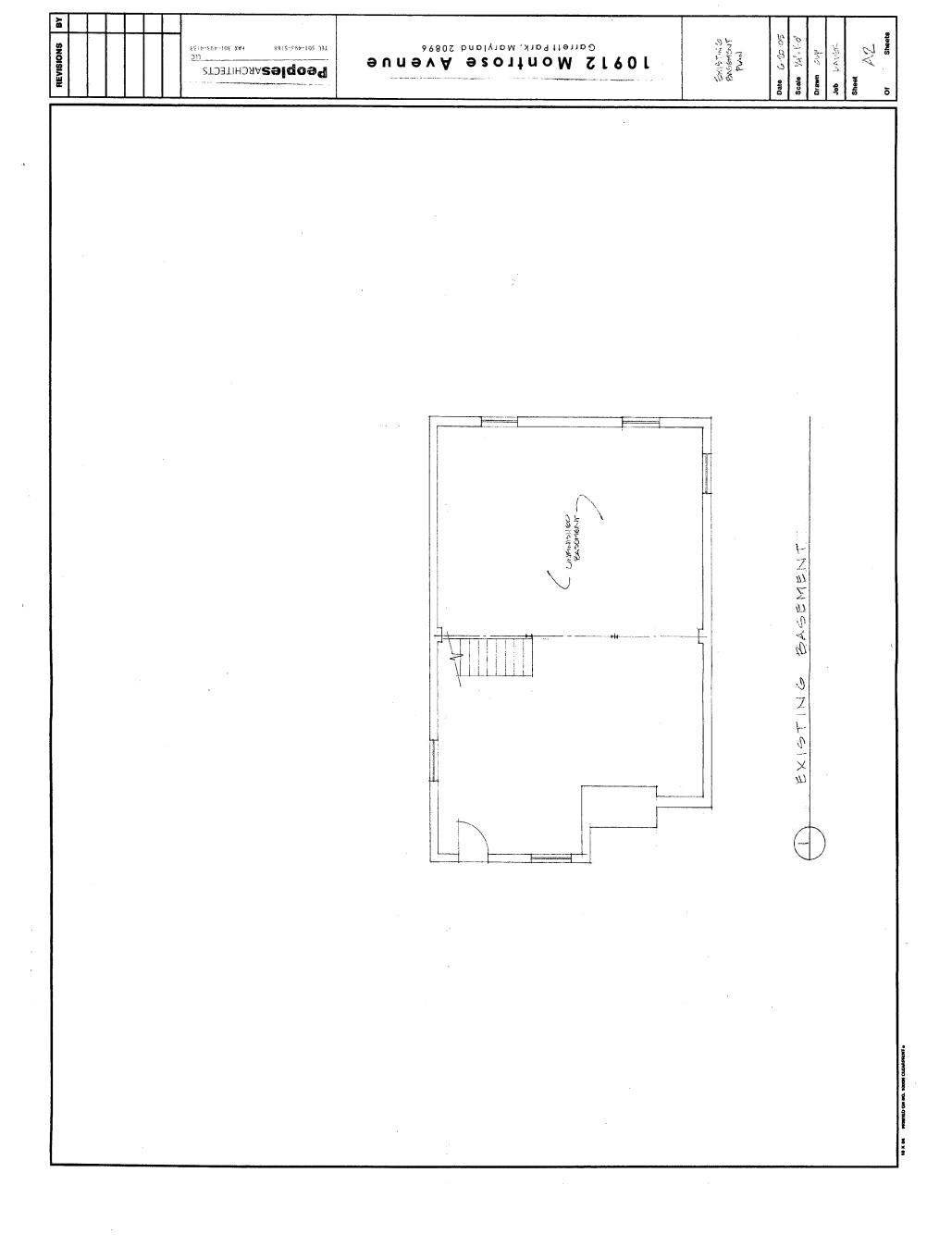
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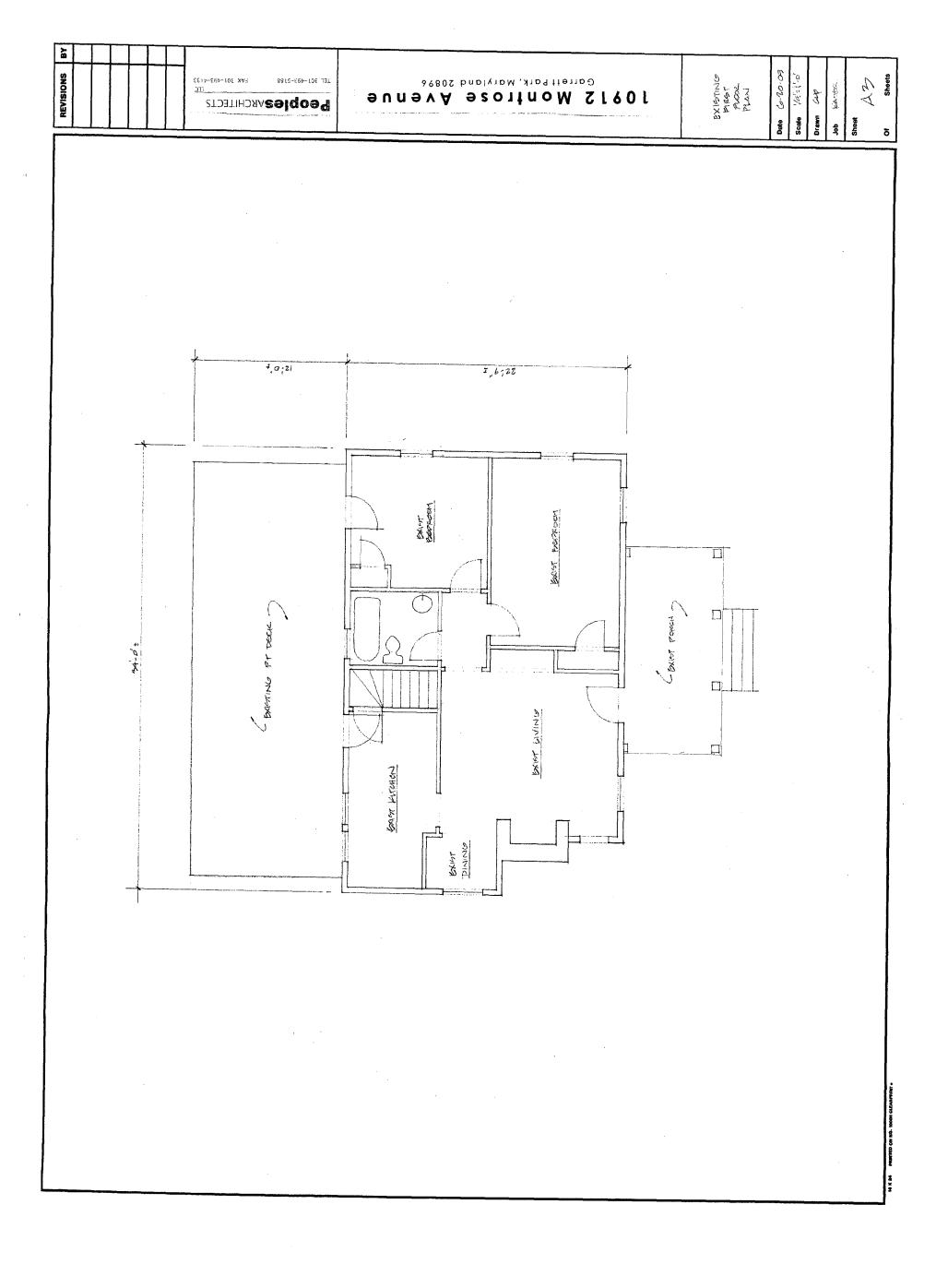
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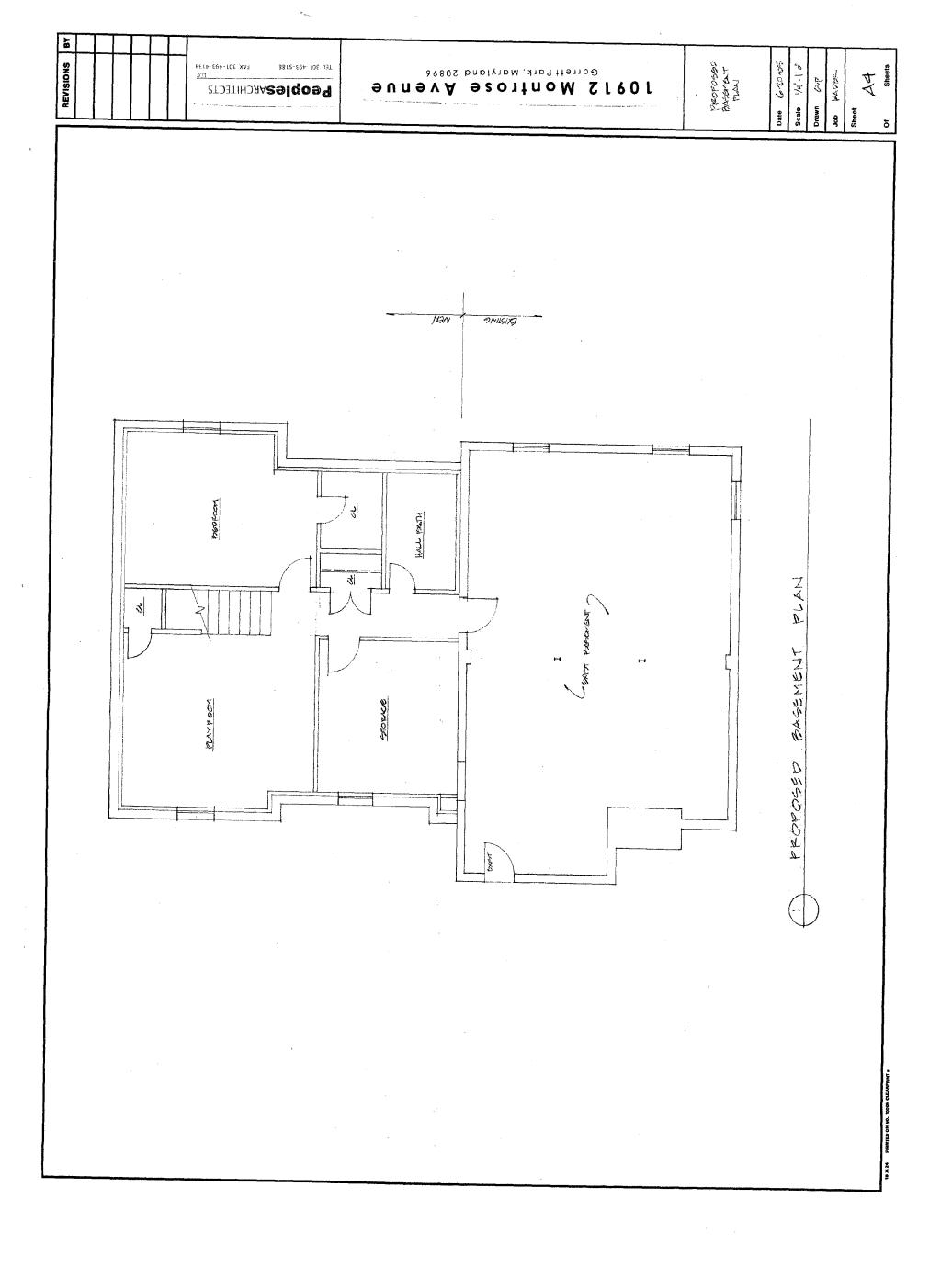


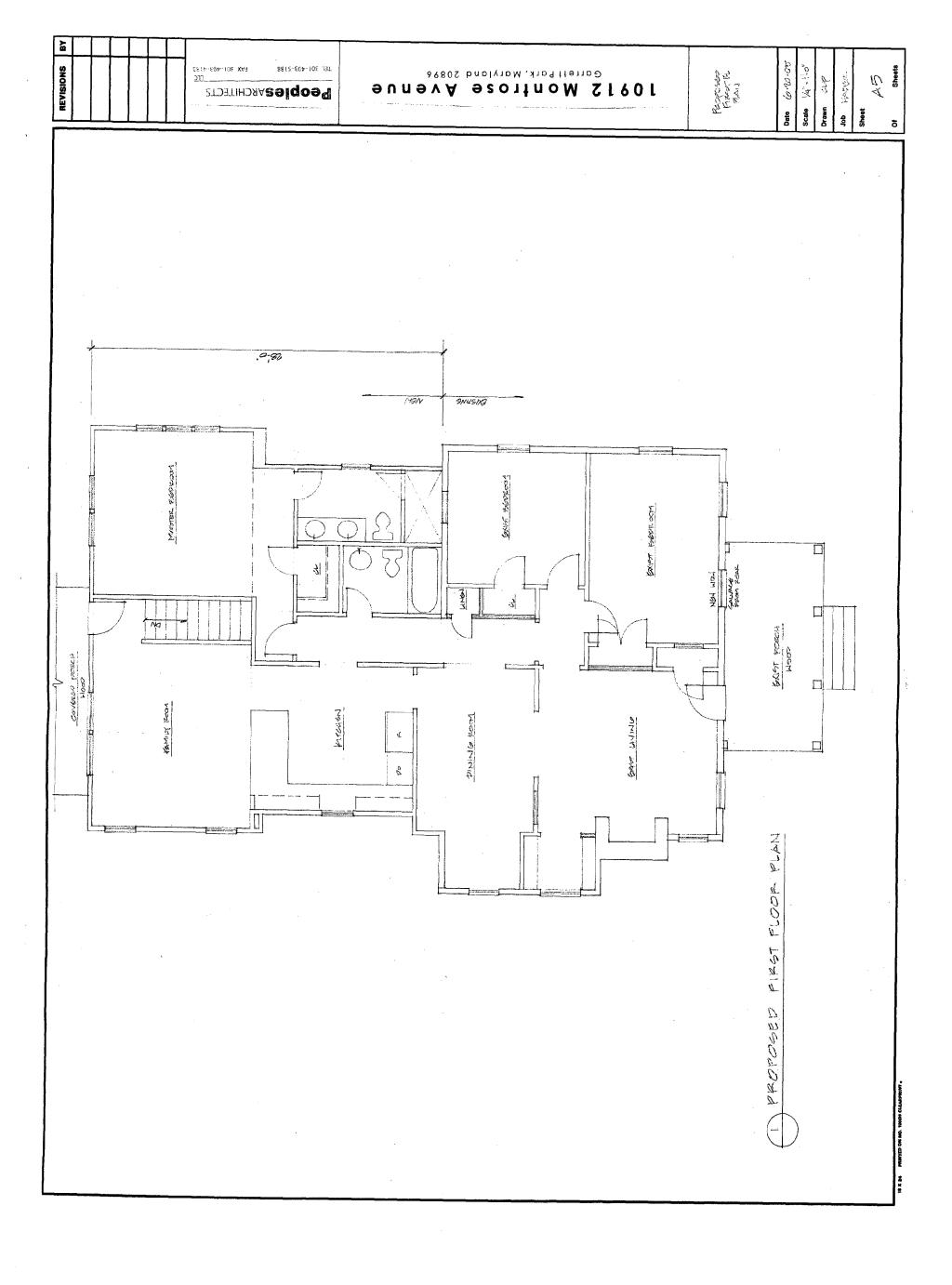


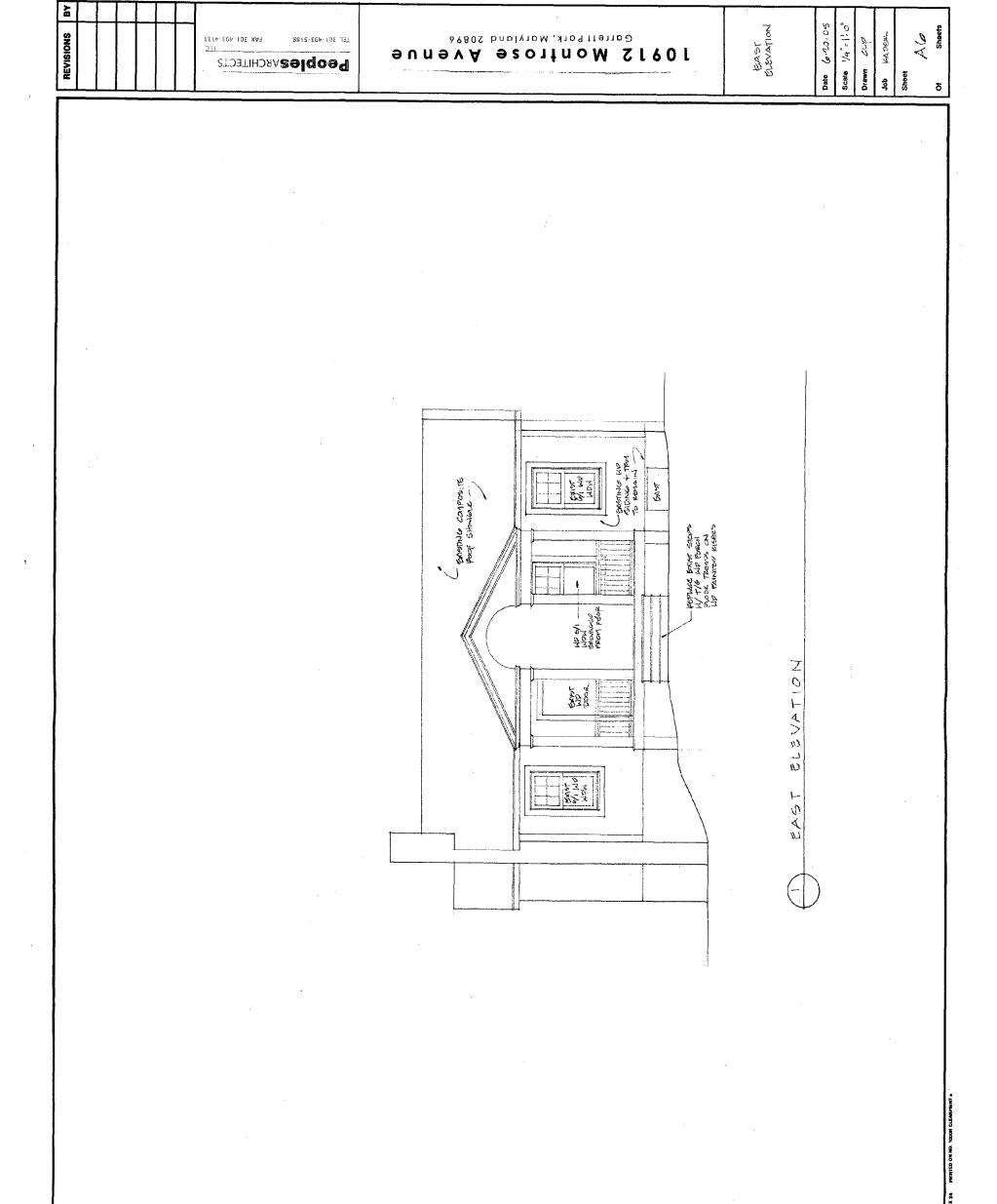
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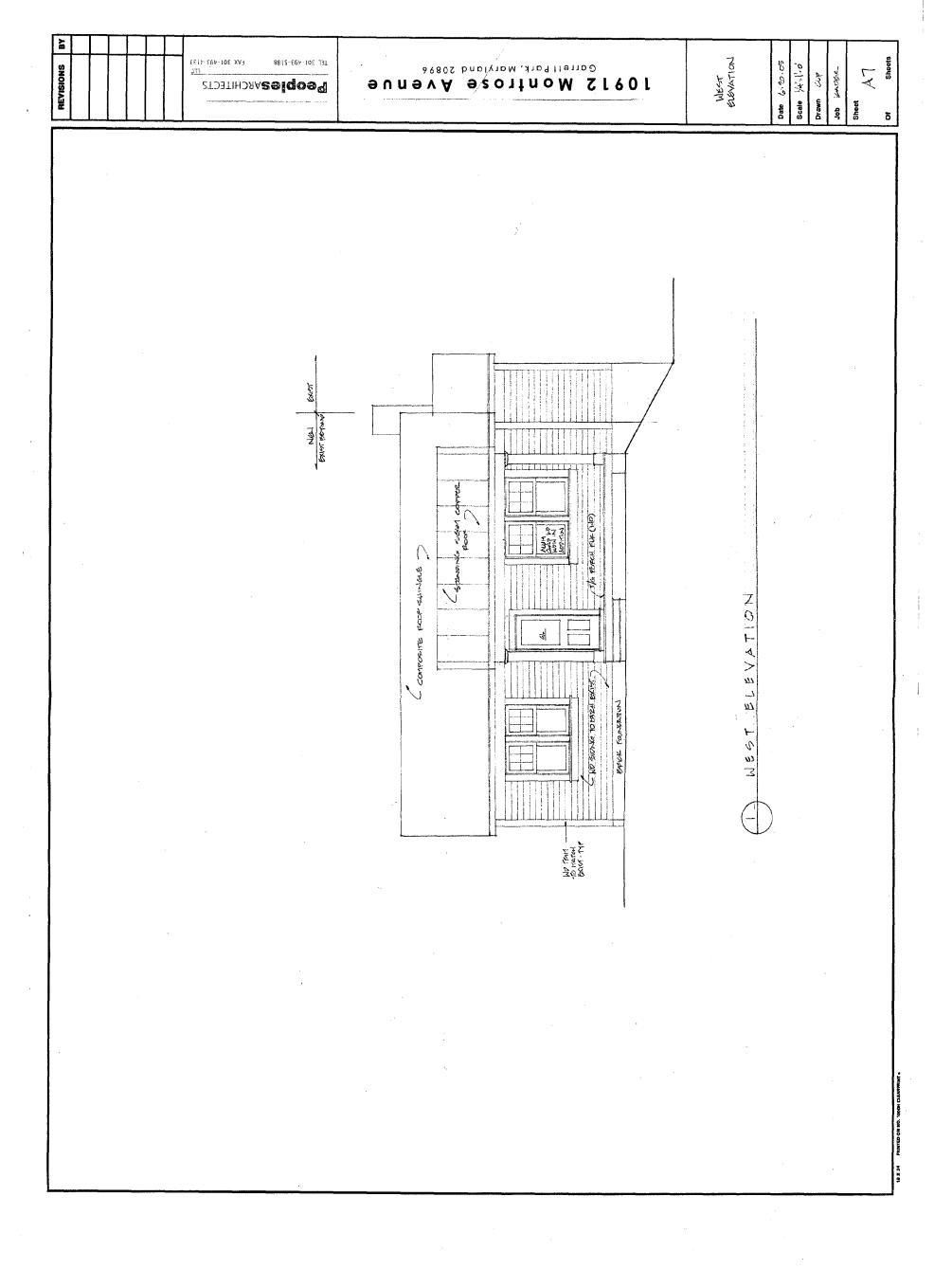


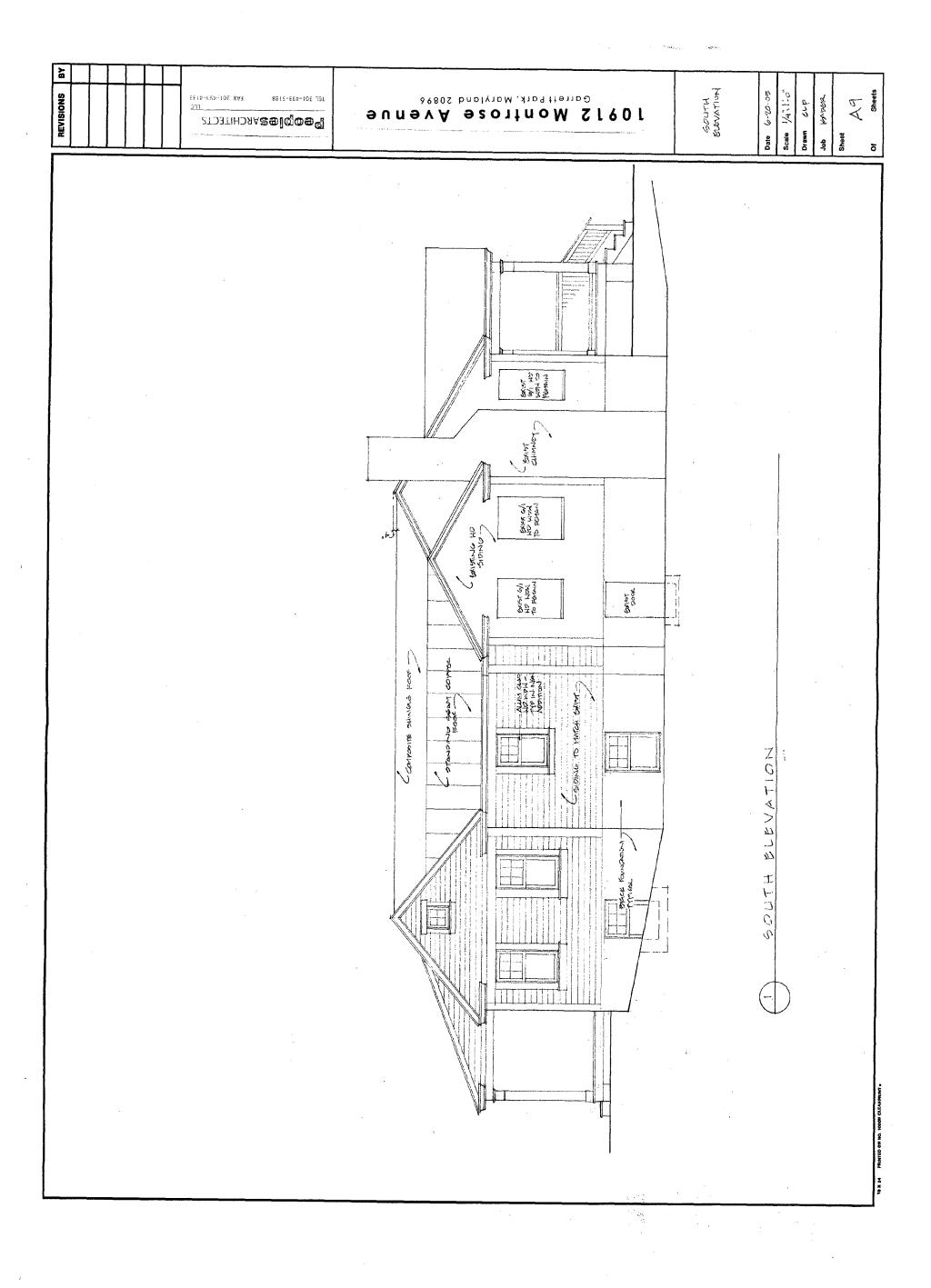


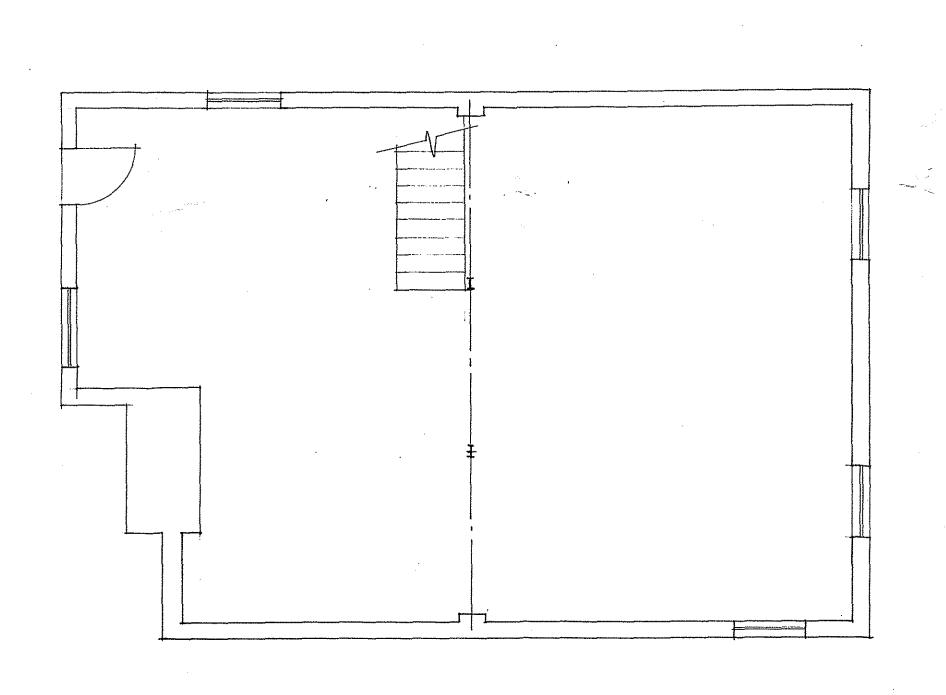












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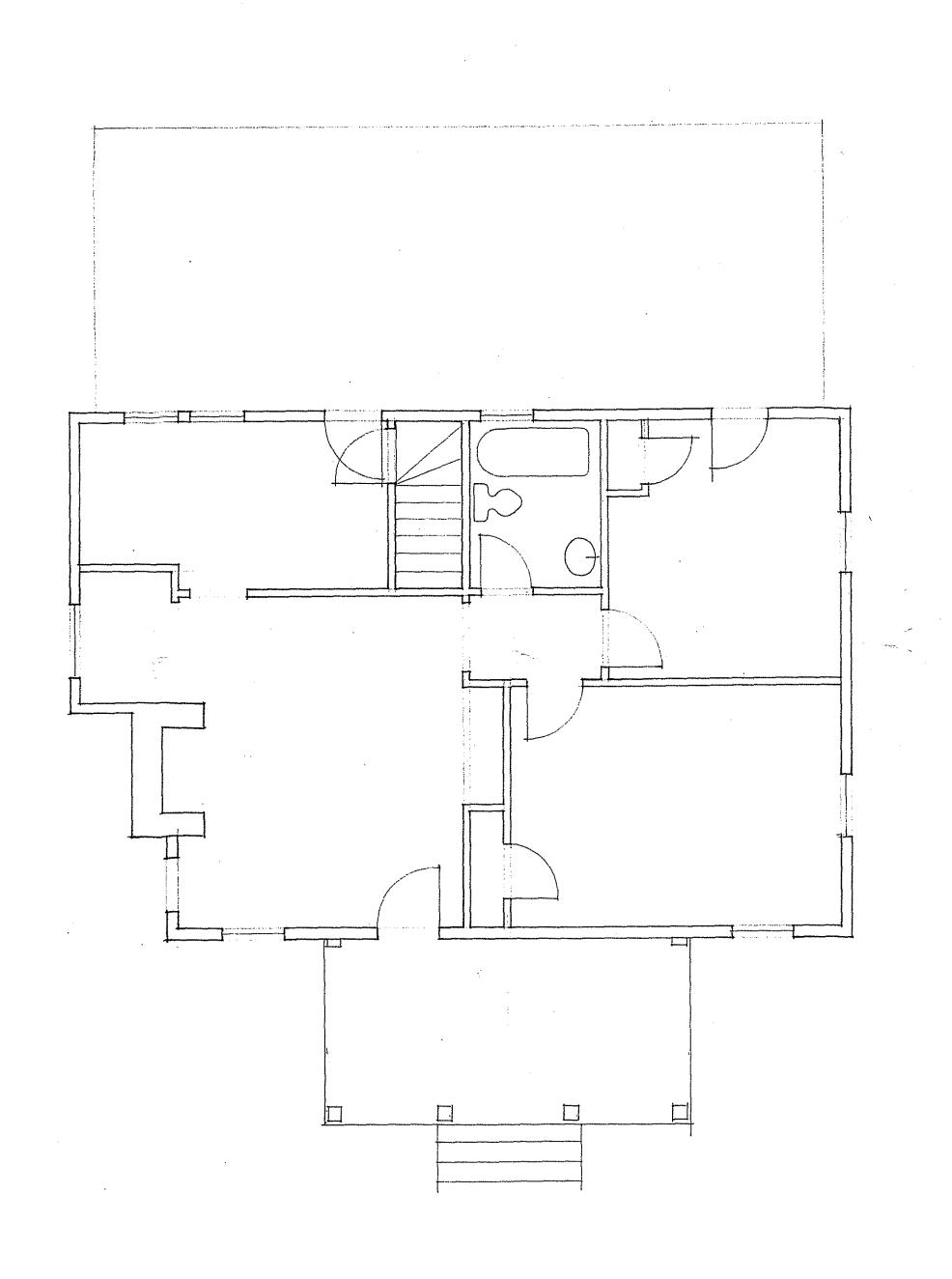
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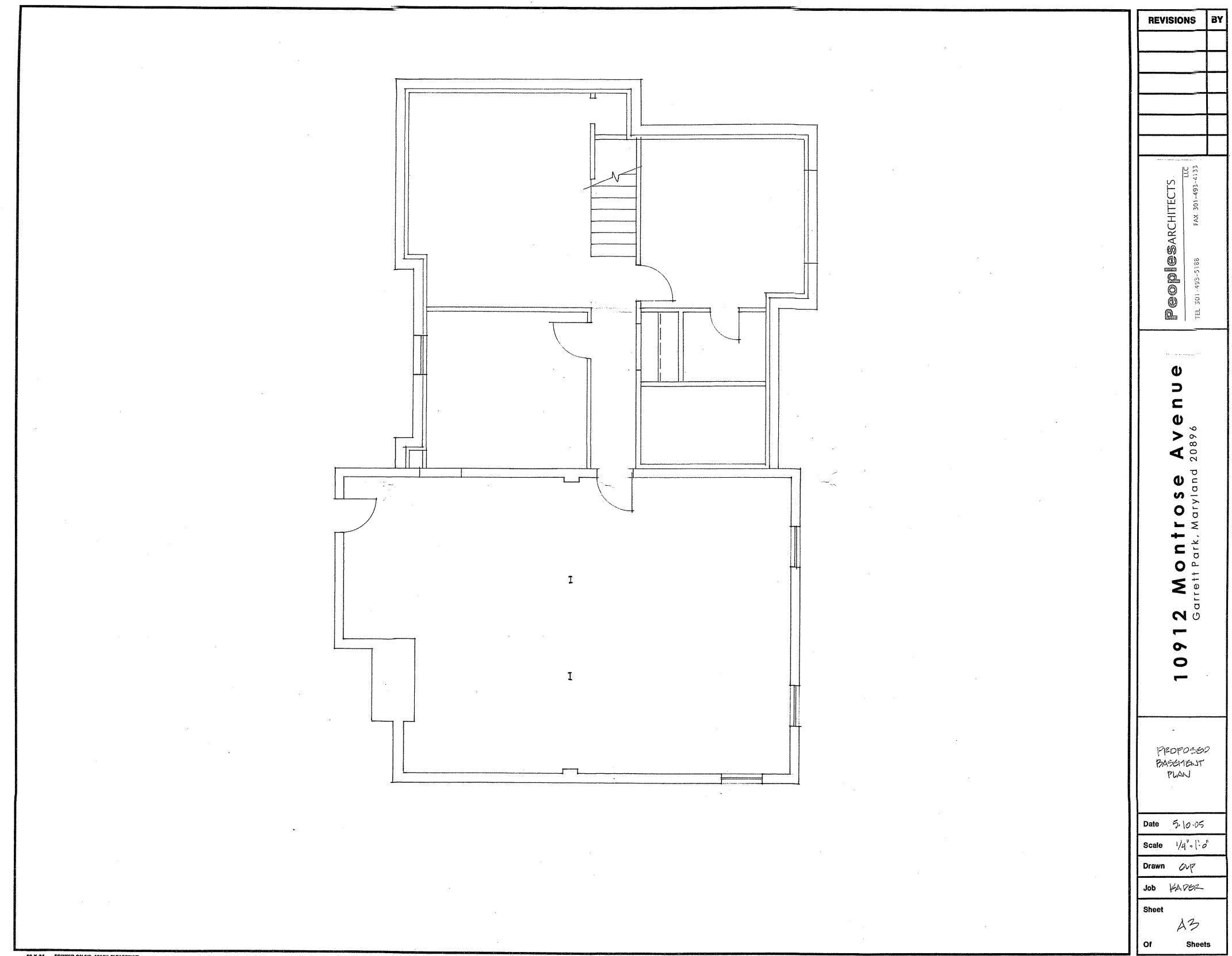
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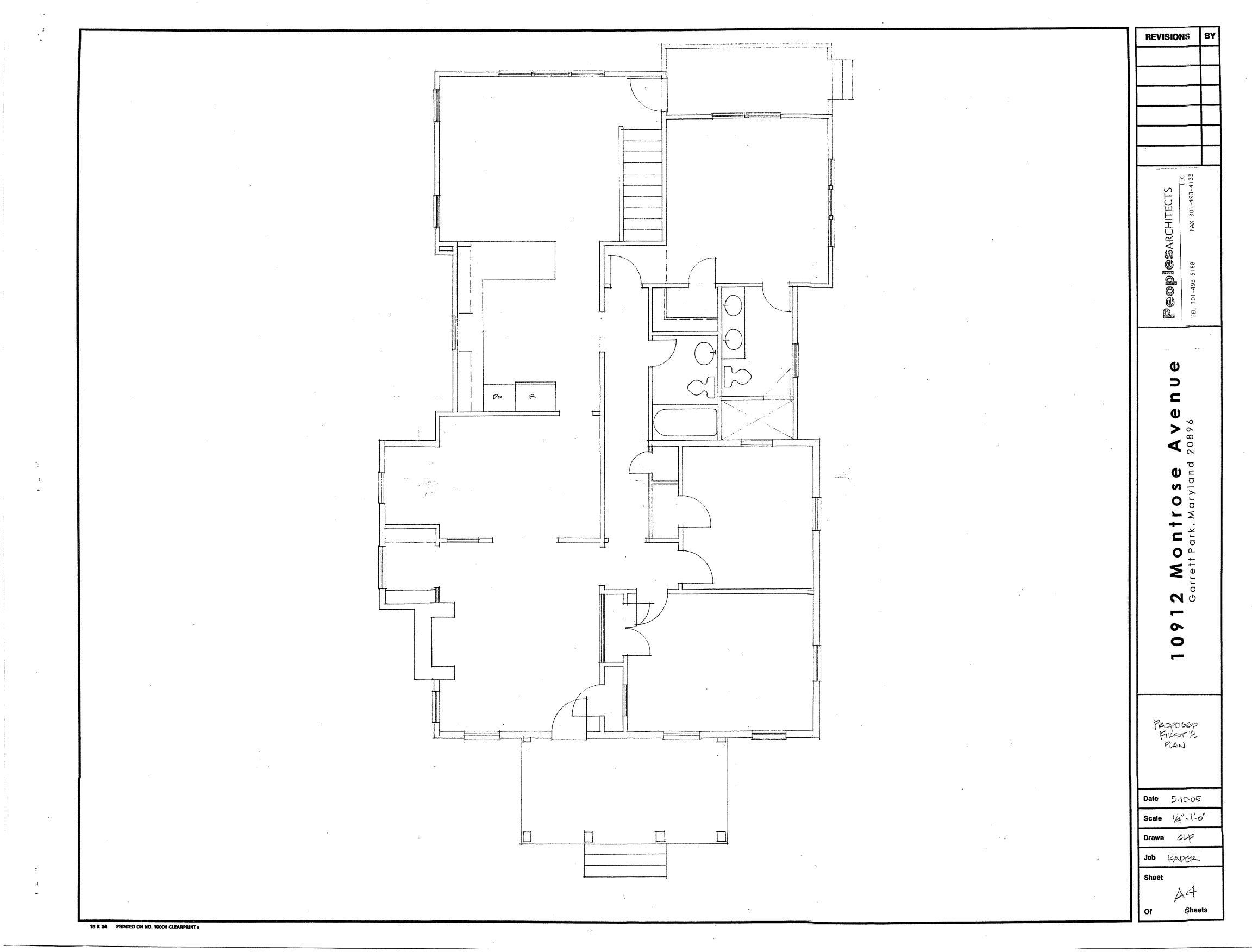
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